

**RETURN ADDRESS**

Jordan Ramis PC  
Attn: James D. Howsley  
1499 S.E. Tech Center Place, Suite 380  
Vancouver, WA 98683

**W7950**

**Document Title(s)**

Development Agreement

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**Reference Number(s) of related documents:**

5280334 (Re-Record to correct date on 3<sup>rd</sup> page)

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Additional Reference #'s on page \_\_\_\_

**Grantor(s)**

Pahlisch Homes at Belz Place, LLC, a Washington limited liability company

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Additional grantors on page \_\_\_\_

**Grantee(s)**

City of Camas, a Washington municipal corporation

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Additional grantees on page \_\_\_\_

**Trustee**

N/A

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**Legal Description:** (abbreviated form: i.e. lot, block, plat or section township, range, quarter/quarter)

# 120 SEC 3, T1N, R3E, 14.25A to be Belz Place Ph 1 and #18 SEC 3, T1N, R3E, 17.51A

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Additional legal is on page \_\_\_\_

**Assessor's Property Tax Parcel/Account Number**

986037318; 124731000

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**This document is being recorded as an accommodation.  
Chicago Title maintains no responsibility  
as to the effect or provisions of this document.**

MAIL TAX STATEMENTS TO:

AFTER RECORDING RETURN TO:

Jordan Ramis PC  
Attn: James D. Howsley  
1499 S.E. Tech Center Place, Suite 380  
Vancouver, WA 98683

*This space provided for recorder's use.*

INSTRUMENT TITLE: DEVELOPMENT AGREEMENT W7950  
GRANTOR(S): PAHLISCH HOMES AT BELZ PLACE, LLC, a  
Washington limited liability company  
GRANTEE: City of Camas, a Washington municipal corporation  
ABBREVIATED LEGAL DESC: #120 SEC 3 T1NR3EWM 14.25A TO BE BELZ  
PLACE PH 1 and #18 SEC 3 T1NR3EWM 17.51A  
FULL LEGAL DESC: See **Exhibit A** to This Document  
ASSESSOR'S PROPERTY TAX  
PARCEL ACCOUNT NUMBER(S): 986037318; 124731000  
REFERENCE NUMBER OF  
RELATED DOCUMENTS: None

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GRANTOR(S): PAHLISCH HOMES AT BELZ PLACE, LLC, a  
Washington limited liability company

GRANTEE: City of Camas, a Washington municipal corporation

ABBREVIATED LEGAL DESC: #120 SEC 3 T1NR3EWM 14.25A TO BE BELZ  
PLACE PH 1 and #18 SEC 3 T1NR3EWM 17.51A

FULL LEGAL DESC: See **Exhibit A** to This Document

ASSESSOR'S PROPERTY TAX  
PARCEL ACCOUNT NUMBER(S): 986037318; 124731000

REFERENCE NUMBER OF  
RELATED DOCUMENTS: None

**This document is being recorded as an accommodation.  
Chicago Title maintains no responsibility  
as to the effect or provisions of this document.**

DEVELOPMENT AGREEMENT

Effective Date: 5-4, 2016

**PARTIES:**

PAHLISCH HOMES AT BELZ PLACE, LLC, a Washington limited liability company (“Developer”) is the owner of APNs 986037318 and 124731000 (“Property”). The legal description for these parcels is attached as **Exhibit A**.

City of Camas is a Washington municipal corporation (“City”), and is responsible for land use planning and permitting pursuant to the Growth Management Act.

Developer and City are collectively referred to as the Parties.

**RECITALS:**

Whereas, pursuant to RCW 36.70B.170, a development agreement may set forth the development standards and other provisions that will apply to, govern and vest the development, use and mitigation of the development of real property for the duration specified in the agreement, which statute provides:

(1) A local government may enter into a Development Agreement with a person having ownership or control of real property within its jurisdiction. A city may enter into a development agreement for real property outside its boundaries as part of a proposed annexation or a service agreement. A development agreement must set forth the development standards and other provisions that will apply to and govern and vest the development, use, and mitigation of the development of the real property for the duration specified in the agreement. A development agreement will be consistent with applicable development regulations adopted by a local government planning under chapter 36.70A RCW;

Whereas, the legislative findings supporting the enactment of this section provide:

The legislature finds that the lack of certainty of the approval of development projects can result in a waste of public and private resources, escalate housing costs for consumers and discourage the commitment to comprehensive planning which would make maximum efficient use of resources at the least economic cost to the public. Assurance to a development project applicant that upon government approval the project may proceed in accordance with existing policies and

regulations, and subject to conditions of approval, all as set forth in a development agreement, will strengthen the public planning process, encourage private, participation and comprehensive planning, and reduce the economic cost of development. Further, the lack of public facilities and services is a serious impediment to development of new housing and commercial uses. Project applicants and local governments may include provisions and agreements whereby applicants are reimbursed over time for financing public facilities. It is the intent of the legislature by RCW 36.70B.170 through 36.70B.210 to allow local governments and owners and developers of real property to enter into development agreements;

Whereas, City previously approved a preliminary subdivision plat for a 107 lot single family subdivision for the Property (and for APN 124784000 which is no longer included in the subdivision and is not subject to this agreement), land use case file numbers SUB 05-14, in the Final Order dated July 10, 2006, attached as **Exhibit B** (the "2006 Approval");

Whereas, Developer has proposed to realign the western segment of the right-of-way into property currently used for park purposes and owned by the City;

Whereas, the Developer proposed to construct amenities in Dorothy Fox Park to provide recreational opportunities for future residents of the subdivision in consideration for the shifting of the right-of-way into City-owned property, as referenced and described in Sections 3 and 4 herein, and for application of revised design elements as referenced and described in Sections 5, 6, and 7 herein;

Whereas, at the time of the preliminary subdivision plat application being deemed complete, certain density and dimension standards were in effect, and all references to the Camas Municipal Code as set forth herein shall be deemed to reference the terms therein in effect as of November 8, 2005.;

Whereas, CMC 18.09.060 established standards that pertain to Density transfers, and CMC 18.09.060(C) provides that where a land division proposes to set aside a tract for the protection of a critical area, natural open space network, or network connector (identified in the City of Camas parks plan), or approved as a residential area, lots proposed within the development may utilize the density transfer standards under CMC Section 18.09.040 Table-2; and

Whereas, CMC 18.09.080, historic sub-part (A) allowed reductions of up to 30% from setbacks and lot sizes.

## AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

**Section 1. Development Agreement.** This Development Agreement is a development agreement to be implemented under the authority of and in accordance with RCW 36.70B.170 – 210.

It will become a contract between the Parties upon its approval by ordinance or resolution following a public hearing as provided in RCW 36.70B.170 and execution by the Parties.

**Section 2. Term of Agreement.** This Development Agreement will commence on the effective date and will remain in effect for four (4) years, unless extended, amended or terminated by mutual written consent of the Parties.

**Section 3. Existing Right-of Way Realignment.** The Parties agree the right-of-way for Tidland Parkway as shown on **Exhibit C** is being shifted to the north into property owned by the City and currently designated for park purposes. The Developer may submit for a road vacation for the remainder of the existing right-of-way and shall be responsible for all associated costs related to appraisals, closing, etc. necessary to process the road vacation. The City will schedule a public hearing to consider said road vacation, and if approved by the City Council, Developer agrees to concurrently dedicate the necessary right-of-way to offset the realigned roadway.

**Section 3.1. Curb to Curb Street Improvements.** Developer agrees, in addition to construction of the half-width improvements to Tidland Parkway located opposite the City Park parcel required per the Preliminary Plat land use approval, Developer shall construct full-width pavement improvements and curb-line improvements on the northeasterly side of Tidland Parkway (adjacent to the Park) in this area. The City shall be responsible for landscaping, sidewalk, any necessary street lights and other improvements located outside the curb-line with future development of the Park property.

**Section 3.2 Curb Extensions.** Developer agree to provide curb extensions (bump/bulb outs) along NW 23<sup>rd</sup> Avenue for safe crossing thereof and to harmonize the Belz Development with Dorothy Fox Park.

**Section 4. Dorothy Fox Park Improvements.** Developer agrees to design, submit permits for, and once approved by the City, construct a public bathroom in the Dorothy Fox Park near the existing tot lot. The bathroom shall be similar in materials, size and layout as that shown in **Exhibit D**. Developer also agrees to design, submit permits for, and once approved by the City, install playground equipment in the tot lot. The playground equipment shall be similar in size and complexity as that shown on **Exhibit D**. Developer agrees to utilize best efforts to construct all improvements in 2017.

**Section 5. Applicable Density and Dimension Standards.** Applicable Density and Dimension Standards are set forth in CMC 18.09.040 – Table 2 (R-7.5), subject to the following deviations for Front and Rear Yard Setbacks, Lot Coverage Percentages and Density Transfer Standards under CMC Section 18.09.040 Table-2.

**Section 5.1. Front Yard Setback Deviation.** A thirty-percent (30%) deviation from front yard setback standards shall apply, as depicted on **Exhibit E** to this Agreement.

**Section 5.2. Rear Yard Setback Deviation.** A thirty-percent (30%) deviation from rear yard setback standards shall apply, as depicted on **Exhibit E** to this Agreement.

**Section 5.3. Side Yard Setback on Corner Lot Deviation.** A ten-percent (10%) deviation from side yard setback on corner lot standards shall apply, as depicted on **Exhibit E** to this Agreement.

**Section 5.4. Height and Stories of Adjacent Homes in Row.** No more than two immediately adjacent homes with front-yards on a common street shall be two (2) or more stories in height; a home of less than two (2) stories shall separate each set of two immediately adjacent homes with front-yards on a common street; PROVIDED, that a home of one and one-half story (1 ½) story shall not constitute a two (2) story home. One and one-half story (1 ½) story homes are shown on **Exhibit F** or equivalent as determined by the Community Development Director or designee.

**Section 6. Developer to Comply with City Aesthetic and Dimensional Standards.** Subject to the specific terms and conditions set forth in this Agreement, the City may determine and impose reasonable aesthetic and more restrictive dimensional standards, and Developer agrees to comply with the same.

**Section 7. Model Home.** The City agrees to approve a building permit for the construction of a model home prior to the recording of a final plat. The Developer bears the risk and will hold the City harmless should the plat fail to record.

## MISCELLANEOUS PROVISIONS

**Recitals.** Each of the Recitals contained herein are intended to be, and are incorporated as, covenants between the Parties and will be so construed.

**Counterparts.** This Agreement may be executed in counterparts; however all signature pages will be recorded together, and the complete recorded Agreement will constitute the final instrument.

**Effective Date.** This Agreement is effective upon recording, which shall occur within thirty (30) days of City Council approval by Resolution, or the terms herein shall be null and void.

**Termination.** This Agreement will terminate upon the mutual agreement of the Parties in writing, which will be recorded, or upon expiration of the Term, whichever first occurs.

**City's Reserved Authority.** Notwithstanding anything in this Agreement to the contrary, the City will have the authority to impose new or different regulations to the extent required by a serious threat to public health and safety as required by RCW 36.70B; provided, however that traffic congestion is not a serious threat to public health and safety, and that such action will only be taken by legislative act of the Camas City Council after appropriate public process.

**Authorization.** The persons executing this Agreement on behalf of City and Developer are authorized to do so and, upon execution by such parties, this Development Agreement will be a valid and binding obligation of such parties in accordance with its terms. The Parties have each

obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby.

**Run with the Land.** This Agreement will run with the land and be binding on the Parties' successors and assigns, and will be recorded with the Clark County Auditor.

**Public Hearing.** The Camas City Council has approved execution of this Agreement by resolution after a public hearing.

**Dispute Resolution.** Should a disagreement arise between the Parties, the Parties agree to attempt to resolve the disagreement by first meeting and conferring. If such meeting proves unsuccessful to resolve the dispute, the disagreement may be resolved by a civil action.

**Venue.** This Agreement will be construed in accordance with the laws of the State of Washington, and venue is in the Clark County Superior Court.

**Attorneys' Fees.** If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U. S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights or obligations hereunder, the prevailing party will be entitled to recover its attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary, as determined by the court at trial or on any appeal or review, in addition to all other amounts provided by law.

**Performance.** Failure by any Party at any time to require performance by the other Parties of any of the provisions hereof will not affect the Parties' rights hereunder to enforce the same, nor will any waiver by a Party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this clause.

**Severability.** If any portion of this Agreement will be invalid or unenforceable to any extent, the validity of the remaining provisions will not be affected thereby. If a material provision of this Agreement is held invalid or unenforceable such that a Party does not receive the benefit of its bargain, then the other Parties will renegotiate in good faith terms and provisions that will effectuate the spirit and intent of the Parties' agreement herein.

**Inconsistencies.** If any provisions of the Camas Municipal Code and land use regulations are deemed inconsistent with this Agreement, the provisions of this Agreement will prevail, excepting the County's reserved authority described above.

**Amendments.** This Agreement may only be amended by mutual written agreement of the Parties, and all amendments will be recorded in the Clark County deed records.

**Survival.** Any covenant or condition set forth in this Agreement, the full performance of which is not specifically required prior to the expiration or earlier termination but which by its terms is to survive the termination of this Agreement, will survive the expiration or earlier termination of this Agreement and will remain fully enforceable thereafter.



**No Benefit to Third Parties.** The Parties are the only parties to this Agreement and are the only parties entitled to enforce its terms, except as otherwise specifically provided in this Agreement. There are no third-party beneficiaries.

**Entire Agreement.** This Agreement constitutes the entire agreement between the Parties as to the subject matter.

**Notices.** All notices will be in writing and may be delivered by personal delivery, by overnight courier service, or by deposit in the United States Mail, postage prepaid, as certified mail, return receipt requested, and addressed as follows:

City: Attn. City Administrator  
616 NE 4<sup>th</sup> Avenue  
Camas, WA 98607

Developer Pahlisch Homes  
Attn. Chad Bettsworth  
210 SW Wilson Ave., Suite 100  
Bend, OR 97702

With a copy to: Jordan Ramis, PC  
Attn: James D. Howsley  
1499 SE Tech Center Place, Suite 380  
Vancouver, WA 98683

Notices will be deemed received by the addressee upon the earlier of actual delivery or refusal of a party to accept delivery thereof. The addresses to which notices are to be delivered may be changed by giving notice of such change in address in accordance with this notice provision.

**Non-waiver.** Waiver by any Party of strict performance of any provision of this Agreement will not be deemed a waiver of or prejudice a Party's right to require strict performance of the same or any other provision in the future. A claimed waiver must be in writing and signed by the Party granting a waiver. A waiver of one provision of this Agreement will be a waiver of only that provision. A waiver of a provision in one instance will be a waiver only for that instance, unless the waiver explicitly waives that provision for all instances.

**Headings, Table of Contents.** The section headings are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

**Interpretation of Agreement; Status of Parties.** This Agreement is the result of arm's-length negotiations between the Parties and will not be construed against any Party by reason of its preparation of this Agreement. Nothing contained in this Agreement will be construed as creating the relationship of principal and agent, partners, joint venturers, or any other similar relationship between the Parties.

**Future Assurances.** Each of the Parties will promptly execute and deliver such additional documents and will do such acts that are reasonably necessary, in connection with the performance of their respective obligations under this Agreement according to the Schedule so as to carry out the intent of this Agreement.

Signatures appear on the following pages.

Pahlisch Homes at Belz Place, LLC

D. Pahlisch  
By: Dennis Pahlisch  
Its: Manager

5-3-16  
Date

City of Camas  
[Signature]  
By: Mayor  
Its: Mayor

5/2/16  
Date

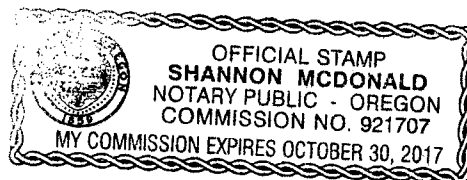
State of Oregon )  
~~Washington~~ ) ss.  
County of Washington

I certify that I know or have satisfactory evidence that Dennis Pahlisch is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of Pahlisch Homes at Belz Place, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: May 3rd, 2016.

[Signature]  
Signature  
My Commission Expires: 10.30.17

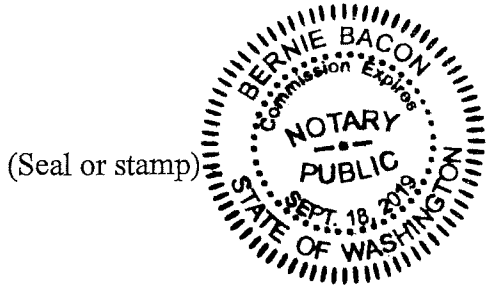
(Seal or stamp)



State of Washington )  
 ) ss.  
County of Clark )

I certify that I know or have satisfactory evidence that Scott Higgins is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Camas to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 5/2/, 2016.



Bernie Bacon  
Signature  
My Commission Expires: 9/18/19

Approved as to form:

Shel Muro  
City Attorney

**EXHIBIT A**

Legal Description

EXHIBIT A

LEGAL DESCRIPTION FOR  
BELZ PLACE – PHASE 1  
PERIMETER

March 9, 2016

That portion of the South half of the Southwest quarter of Section 3, Township 1 North, Range 3 East of the Willamette Meridian in Clark County, Washington, described as follows:

COMMENCING at the Northeast corner of the South half of said Southwest quarter;

THENCE North 88° 48' 14" West, along the North line of the South half of said Southwest quarter, a distance of 1166.47 feet to the TRUE POINT OF BEGINNING;

THENCE North 88° 48' 14" West, continuing along the North line of the South half of said Section 3, a distance of 315.72 feet to the Northwest corner of Parcel II of that parcel of land conveyed to Charles R. Tidland and Roberta J. Tidland, husband and wife, by deed recorded under Auditor's file Number G718009, records of Clark County, Washington;

THENCE South 01° 51' 49" West, along the West line of said Tidland parcel, a distance of 598.90 feet to the Southwest corner of Parcel A of City of Camas Boundary Line Adjustment BLA15-03 recorded under Auditor's File Number 5194014, records of Clark County, Washington;

THENCE the following five courses and distances along the Southerly and East lines of said Parcel A;

THENCE South 68° 30' 51" East, a distance of 238.26 feet;

THENCE South 25° 44' 04" East, a distance of 411.00 feet;

THENCE South 60° 35' 16" East, a distance of 580.69 feet;

THENCE South 88° 58' 07" East, a distance of 555.22 feet to the Southeast corner of said Parcel A;

THENCE North 01° 44' 39" East, along the East line of said Parcel A, a distance of 61.37 feet;

THENCE North 38° 22' 53" West, leaving the East line of said Parcel A, a distance of 86.64 feet;

THENCE North 52° 48' 00" West, a distance of 95.42 feet to a point on a 52.52 foot radius non-tangent curve to the right;

THENCE along said 52.52 foot radius non-tangent curve to the right (the long chord of which bears South 86° 08' 24" West, a distance of 48.23 feet), an arc distance of 50.10 feet;

THENCE North 66° 31' 54" West, a distance of 142.96 feet;

THENCE South 67° 47' 54" West, a distance of 28.11 feet;

THENCE South 45° 44' 11" West, a distance of 31.00 feet;

THENCE South 59° 07' 54" West, a distance of 48.80 feet to a point on a 50.00 foot radius curve to the right;

THENCE along said 50.00 foot radius curve to the right (the long chord of which bears North 85° 02' 22" West, a distance of 58.54 feet), an arc distance of 62.53 feet;

THENCE North 49° 12' 38" West, a distance of 24.21 feet;

THENCE North 29° 24' 44" East, a distance of 22.94 feet;

THENCE North 60° 35' 16" West, a distance of 446.94 feet;

THENCE North 31° 45' 58" West, a distance of 49.51 feet;

THENCE North 26° 07' 58" West, a distance of 48.47 feet;

THENCE North 03° 36' 14" East, a distance of 32.73 feet;

THENCE North 25° 44' 04" West, a distance of 129.99 feet;

THENCE North 64° 15' 56" East, a distance of 114.18 feet;

THENCE North 25° 44' 04" West, a distance of 116.85 feet;

THENCE North 73° 33' 11" East, a distance of 83.28 feet;

THENCE North 13° 09' 37" West, a distance of 121.16 feet;

THENCE North 01° 11' 46" East, a distance of 93.45 feet;

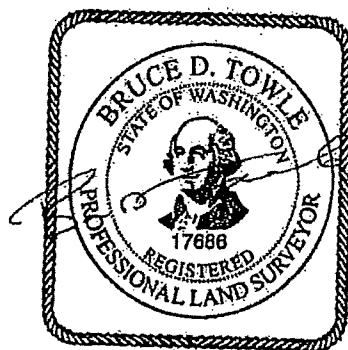
THENCE North 88° 48' 14" West, a distance of 250.00 feet;

THENCE North 01° 11' 46" East, a distance of 167.91 feet;

THENCE North 88° 48' 14" West, a distance of 34.26 feet to a point which bears South 01° 11' 46" West, a distance of 102.00 feet, from the TRUE POINT OF BEGINNING;

THENCE North 01° 11' 46" East, a distance of 102.00 feet to the TRUE POINT OF BEGINNING.

Contains 620,985 Square Feet, more or less.

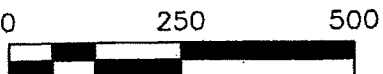
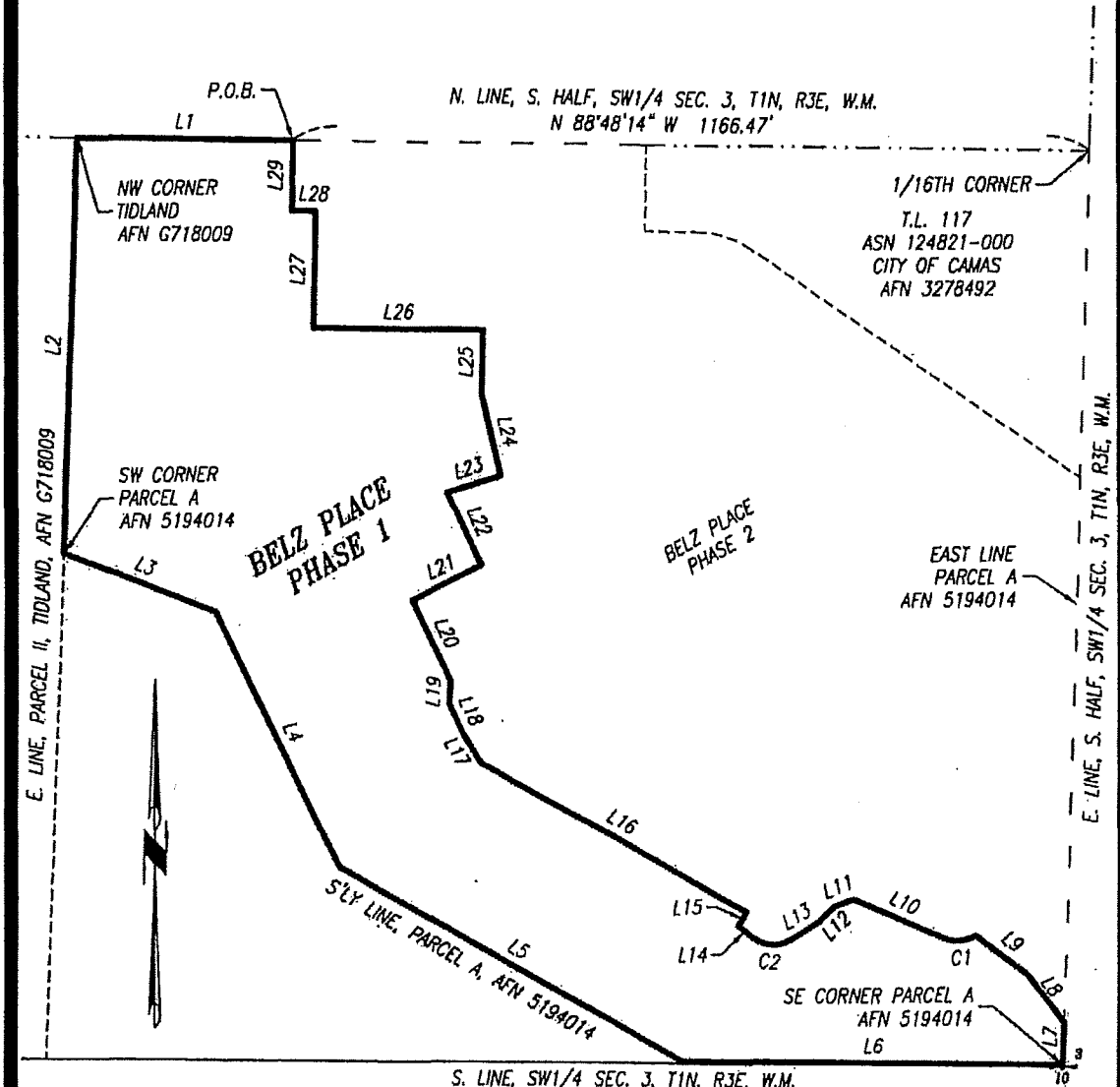


3/9/16



SKETCH TO ACCOMPANY LEGAL DESCRIPTION FOR  
**BELZ PLACE - PHASE 1**

S1/2 OF THE SW1/4, SECTION 3, T. 1 N., R. 3 E., W.M.,  
 CITY OF CAMAS, CLARK COUNTY, WA



**OLSON** LAND SURVEYORS  
**ENGINEERS**  
 ENGINEERING INC. 222 E. EVERGREEN BLVD., VANCOUVER, WA 98660  
 1-360-695-1385  
 1-503-289-9936

**SKETCH TO ACCOMPANY LEGAL DESCRIPTION FOR  
BELZ PLACE - PHASE 1**

S1/2 OF THE SW1/4, SECTION 3, T. 1 N., R. 3 E., W.M.,  
CITY OF CAMAS, CLARK COUNTY, WA

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 88°48'14" W	315.72'
L2	S 01°51'49" W	598.90'
L3	S 68°30'51" E	238.26'
L4	S 25°44'04" E	411.00'
L5	S 60°35'16" E	580.69'
L6	S 88°58'07" E	555.22'
L7	N 01°44'39" E	61.37'
L8	N 38°22'53" W	86.64'
L9	N 52°48'00" W	95.42'
L10	N 66°31'54" W	142.96'
L11	S 67°47'54" W	28.11'
L12	S 45°44'11" W	31.00'
L13	S 59°07'54" W	48.80'
L14	N 49°12'38" W	24.21'
L15	N 29°24'44" E	22.94'
L16	N 60°35'16" W	446.94'
L17	N 31°45'58" W	49.51'
L18	N 26°07'58" W	48.47'
L19	N 03°36'14" E	32.73'
L20	N 25°44'04" W	129.99'
L21	N 64°15'56" E	114.18'
L22	N 25°44'04" W	116.85'
L23	N 73°33'11" E	83.28'
L24	N 13°09'37" W	121.16'
L25	N 01°11'46" E	93.45'
L26	N 88°48'14" W	250.00'
L27	N 01°11'46" E	167.91'
L28	N 88°48'14" W	34.26'
L29	N 01°11'46" E	102.00'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	54°39'24"	52.52'	50.10'	S 86°08'24" W	48.23'
C2	71°39'28"	50.00'	62.53'	N 85°02'22" W	58.54'

**OLSON** LAND SURVEYORS  
ENGINEERS  
ENGINEERING INC. 222 E. EVERGREEN BLVD., VANCOUVER, WA 98660

1-360-695-1325  
1-503-289-9936

Exhibit A - Page 5 of 10



LAND SURVEYORS  
ENGINEERS

(360) 695-1385  
222 E. Evergreen Blvd.  
Vancouver, WA  
98660

LEGAL DESCRIPTION FOR  
BELZ PLACE – PHASE 2 (DEVELOPMENT AGREEMENT)  
PERIMETER

March 9, 2016

That portion of the South half of the Southwest quarter of Section 3, Township 1 North, Range 3 East of the Willamette Meridian in Clark County, Washington, described as follows:

COMMENCING at the Northeast corner of the South half of said Southwest quarter;

THENCE North 88° 48' 14" West, along the North line of the South half of said Southwest quarter, a distance of 1166.47 feet to the TRUE POINT OF BEGINNING;

THENCE South 01° 11' 46" West, a distance of 102.00 feet;

THENCE South 88° 48' 14" East, a distance of 34.26 feet;

THENCE South 01° 11' 46" West, a distance of 167.91 feet;

THENCE South 88° 48' 14" East, a distance of 250.00 feet;

THENCE South 01° 11' 46" West, a distance of 93.45 feet;

THENCE South 13° 09' 37" East, a distance of 121.16 feet;

THENCE South 73° 33' 11" West, a distance of 83.28 feet;

THENCE South 25° 44' 04" East, a distance of 116.85 feet;

THENCE South 64° 15' 56" West, a distance of 114.18 feet;

THENCE South 25° 44' 04" East, a distance of 129.99 feet;

THENCE South 03° 36' 14" West, a distance of 32.73 feet;

Z:\6000\6300\6380\6382\63820048.leg.Belz Place Phs2.doc  
TDH

Page 1 of 3

Exhibit A - Page 6 of 10

THENCE South 26° 07' 58" East, a distance of 48.47 feet;

THENCE South 31° 45' 58" East, a distance of 49.51 feet;

THENCE South 60° 35' 16" East, a distance of 446.94 feet;

THENCE South 29° 24' 44" West, a distance of 22.94 feet;

THENCE South 49° 12' 38" East, a distance of 24.21 feet to a point on a 50.00 foot radius curve to the left;

THENCE along said 50.00 foot radius curve to the left (the long chord of which bears South 85° 02' 22" East, a distance of 58.54 feet), an arc distance of 62.53 feet;

THENCE North 59° 07' 54" East, a distance of 48.80 feet;

THENCE North 45° 44' 11" East, a distance of 31.00 feet;

THENCE North 67° 47' 54" East, a distance of 28.11 feet;

THENCE South 66° 31' 54" East, a distance of 142.96 feet to a point on a 52.52 foot radius curve to the left;

THENCE along said 52.52 foot radius curve to the left (the long chord of which bears North 86° 08' 24" East, a distance of 48.23 feet), an arc distance of 50.10 feet;

THENCE South 52° 48' 00" East, a distance of 95.42 feet;

THENCE South 38° 22' 53" East, a distance of 86.64 feet to the East line of Parcel A of that City of Camas Boundary Line Adjustment BLA15-03 recorded under Auditor's File Number 5194014; records of Clark County, Washington, said point bears North 01° 44' 39" East, along said East line, a distance of 61.37 feet from the Southeast corner thereof;

THENCE North 01° 44' 39" East, along said East line, a distance of 786.21 feet to the North line of that public right-of-way conveyed to the City of Camas by deed recorded under Auditor's File Number 3278493, records of Clark County, Washington;

THENCE North 55° 09' 26" West, along said North right-of-way line, a distance of 589.35 feet to a point on a 130.00 foot radius curve to the left;

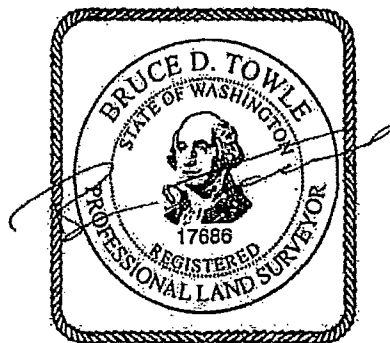
THENCE continuing along said North right-of-way line and along said 130.00 foot radius curve to the left (the long chord of which bears North 71° 58' 50" West, a distance of 75.25 feet), an arc distance of 76.34 feet to a point 125.00 feet South of, when measured at right angles to, the North line of the South half of said Southwest quarter;

THENCE North 88° 48' 14" West, continuing along said North right-of-way line parallel with the North line of the South half of said Southwest quarter, a distance of 80.12 feet to the Southwest corner of that parcel of land conveyed to the City of Camas by deed recorded under Auditor's File Number 3278492, records of Clark County, Washington;

THENCE North 01° 11' 46" East, along the West line of said City of Camas parcel, a distance of 125.00 feet to the North line of the South half of said Southwest quarter;

THENCE North 88° 48' 14" West, along the North line of the South half of said Southwest quarter, a distance of 519.17 feet to the TRUE POINT OF BEGINNING.

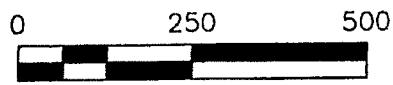
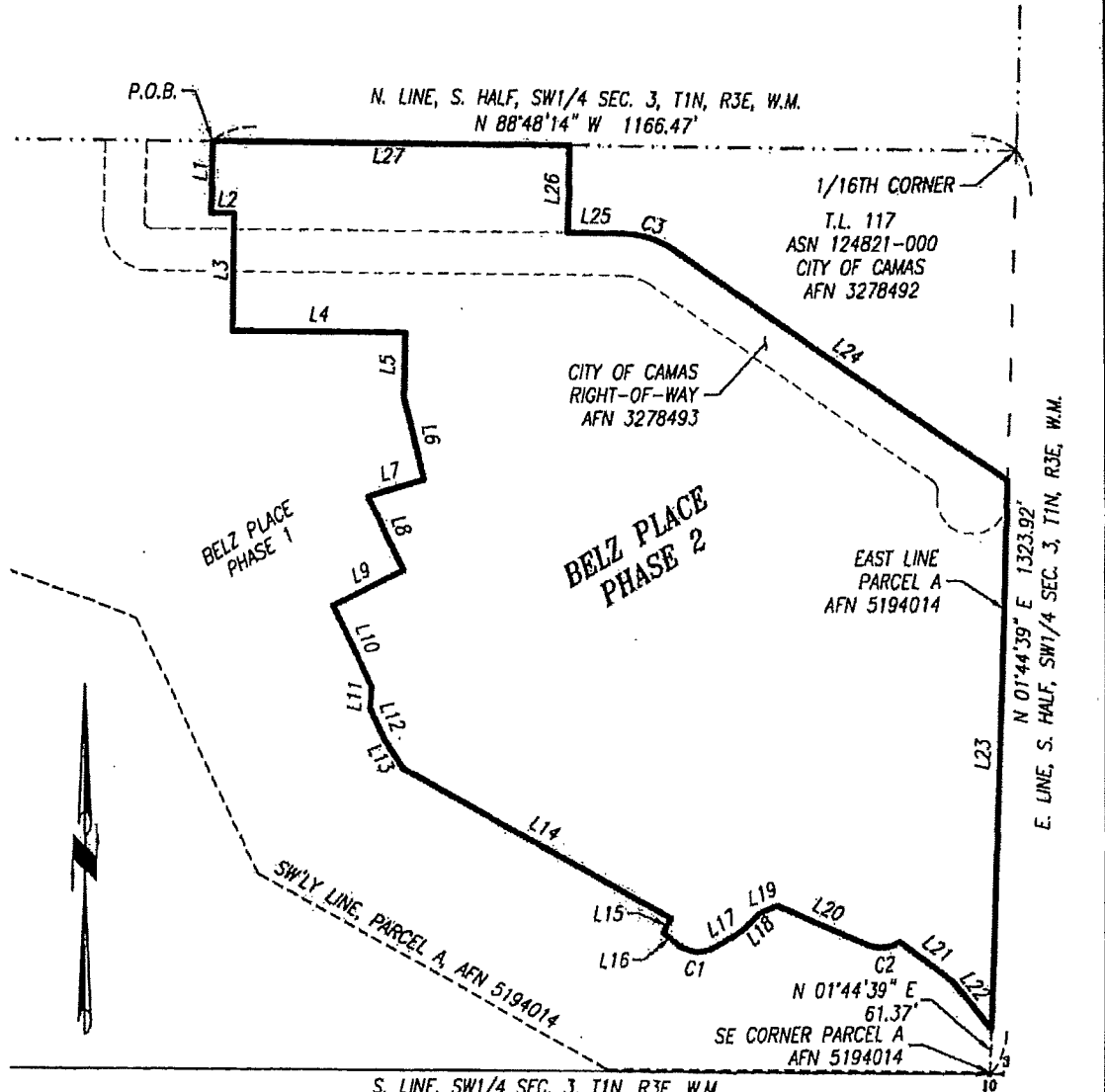
Contains 19.67 Acres, more or less.



3/9/16

**SKETCH TO ACCOMPANY LEGAL DESCRIPTION FOR  
BELZ PLACE - PHASE 2**

S1/2 OF THE SW1/4, SECTION 3, T. 1 N., R. 3 E., W.M.,  
CITY OF CAMAS, CLARK COUNTY, WA



**OLSON** LAND SURVEYORS  
ENGINEERS  
ENGINEERING INC. 222 E. EVERGREEN BLVD., VANCOUVER, WA 98660  
1-360-695-1385  
1-503-289-9936

**SKETCH TO ACCOMPANY LEGAL DESCRIPTION FOR  
BELZ PLACE - PHASE 2**

S1/2 OF THE SW1/4, SECTION 3, T. 1 N., R. 3 E., W.M.,  
CITY OF CAMAS, CLARK COUNTY, WA

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 01°11'46" W	102.00'
L2	S 88°48'14" E	34.26'
L3	S 01°11'46" W	167.91'
L4	S 88°48'14" E	250.00'
L5	S 01°11'46" W	93.45'
L6	S 13°09'37" E	121.16'
L7	S 73°33'11" W	83.28'
L8	S 25°44'04" E	116.85'
L9	S 64°15'56" W	114.18'
L10	S 25°44'04" E	129.99'
L11	S 03°36'14" W	32.73'
L12	S 26°07'58" E	48.47'
L13	S 31°45'58" E	49.51'
L14	S 60°35'16" E	446.94'
L15	S 29°24'44" W	22.94'
L16	S 49°12'38" E	24.21'
L17	N 59°07'54" E	48.80'
L18	N 45°44'11" E	31.00'
L19	N 67°47'54" E	28.11'
L20	S 66°31'54" E	142.96'
L21	S 52°48'00" E	95.42'
L22	S 38°22'53" E	86.64'
L23	N 01°44'39" E	786.21'
L24	N 55°09'26" W	589.35'
L25	N 88°48'14" W	80.12'
L26	N 01°11'46" E	125.00'
L27	N 88°48'14" W	519.17'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	71°39'28"	50.00'	62.53'	S 85°02'22" E	58.54'
C2	54°39'24"	52.52'	50.10'	N 86°08'24" E	48.23'
C3	33°38'48"	130.00'	76.34'	N 71°58'50" W	75.25'

**OLSON** LAND SURVEYORS  
ENGINEERS  
ENGINEERING INC. 222 E. EVERGREEN BLVD., VANCOUVER, WA 98660

1-360-695-1385  
1-503-289-9936

**EXHIBIT B**

2006 Approval





**CITY OF CAMAS**  
616 Northeast Fourth Avenue  
P.O. Box 1055  
Camas, Washington 98607  
<http://www.ci.camass.wa.us>

**EXHIBIT B**

**STAFF REPORT**  
**Belz Place Subdivision Application**  
File No. SUB #05-14  
Staff Report Date: June 19, 2006

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**PROPOSAL:** The applicant is proposing to subdivide approximately 36.9 acres in the R-10 zone into 107 lots for single-family homes.

**TO:** Joe Turner, Hearings Examiner

**FROM:** **STAFF**

**HEARING DATE:** July 27, 2006

**LOCATION:** Parcel # 124731-000 and 124784-000

**OWNER / APPLICANT:** C. B. I. LLC.  
1514 NW Ostenson Canyon Road  
Camas, WA 98607

**CONTACT:** Zack Goldfinch- Olson Engineering, Inc.  
1111 Broadway  
Vancouver, WA 98660

Application Submitted: **11/08/05**  
Notice of Development Sign: **04/13/06**  
Application Complete: **05/06/06**  
SEPA Determination: MDNS Comment period ended: **05/30/06**  
Notice of Application and SEPA: Mailed: (property owners within 300 feet of the site) **5/12/2006**  
Published (Post Record): **05/16/2006**  
Notice of Public Hearing: Mailed: (property owners within 300 feet of the site) **06/09/2006**  
Published (Post Record) **06/13/2006 and 06/20/2006**

**APPLICABLE LAW:** The application was submitted on November 8<sup>th</sup>, 2005 and the applicable codes are those codes that were in effect at the date of application. Camas Municipal Code Chapters (CMC): Title 17; Subdivisions; Title 18; Chapter 18.09 Density and Development, Chapter 18.07 Use Authorization, Chapter 18.31 Sensitive Areas and Open Space, Chapter 3.88 (Impact Fees), Title 16; Chapters 16.16 (SEPA), 16.05 (Archaeological Resources).

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## I. BACKGROUND

### **Zoning: R-10**

#### **Proposed Lots:**

- 107 lots- detached single family
- Range of lot sizes 6338 – 15,006 SF
- Average lot size: 8,489 SF

#### **Acreages/Areas:**

- Total site area: 36.9 acres
  - Open Spaces: 7.93 acres
- 

This Staff Report is formatted to include the applicable criteria, applicant's responses to the criteria, followed by staff comments or analysis supporting, clarifying, or presenting alternative findings or conclusions. The Hearings Examiner recommendation and approval on an application for preliminary plat approval shall be based on the following criteria:

## II. SUBDIVISION APPROVAL CRITERIA AND ANALYSIS CMC 17.11.030(D)

*1. The proposed subdivision is in conformance with the Camas Comprehensive Plan, Parks and Open Space Comprehensive Plan, Neighborhood Traffic Management Plan, and any other City adopted plans.*

**Applicant Response:** Tab 4 (Received June 7, 2006), Item 1

**Staff Comment:** The Neighborhood Traffic Management (NTM) Plan of March 2001 recommends that new developments incorporate traffic calming measures in their design. The applicant is not proposing any traffic calming measures other than some of the internal streets are configured with a 28 foot paved width which is in accordance with the requirements of the City's NTM plan for acceptable traffic calming measures. Staff would note that appropriately sized traffic circles or other acceptable traffic calming measures may alter adjacent lot dimensions, lot access and or right-of-way widths and alignments slightly but appear to be feasible without creating substandard lots or a reduction in total lot count. The applicant should be required to incorporate traffic calming features in a number and location acceptable to the City prior to final engineering plan approval.

The applicant provided a preliminary layout of Lots 62, 63 and Tract "D" (dated June 2006). They proposed a **unique amenity** for this subdivision, which is to set aside Tract D as an area for a tot lot, pool and pool house to provide additional recreational opportunities for the future residents of the development. The applicant also proposes several locations for trails. The development of parks within a residential zone is a conditional use and is subject to design review approval. Staff is amenable to the proposed conditional use of Tract "D" and would recommend that the applicant be allowed to submit for design review and site plan approval prior to final plat approval. The completion of the improvements should occur prior to final acceptance of Phase I.

A note on the preliminary plat that was received on June 6, 2006, states, "There are no proposed park or open space features". This statement is obviously an error given the proposed 7.93 acres of open space. The applicant should correct this error at final engineering.

*2. Provisions have been made for water, storm drainage, erosion control and sanitary sewage disposal for the subdivision that are consistent with current standards and plans as adopted in the Camas Design Standard Manual.*

**Applicants Response:** Tab 4 (Received June 7, 2006), Item 2

**Staff Comment:** Staff agrees that adequate provisions for water, storm drainage, erosion control,

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and sanitary sewage disposal have been provided for and/or are feasible as proposed. Staff would note that the applicant is proposing a long offsite extension of a conventional gravity sewer main with connection on NW 18<sup>th</sup> Loop

*3. Provisions have been made for road, utilities, street lighting, street trees and other improvements that are consistent with the Six-Year Street Plan, the Camas Design Standards Manual and other State adopted standards and plans;*

**Applicant Response:** Tab 4 (Received June 7, 2006), Item 3

**Staff Comment:** The applicant has generally made provisions for adequate roads, utilities, street lighting and other improvements consistent with the adopted standards. Staff would note one minor inconsistency with the proposed typical street sections that include a 4' planter strip and a 3' clear area behind the sidewalk. This configuration will only provide a clear planting area of 3.5' in width for street trees in the planter strip due to the width of the curb. The City's street tree planting requirements are a minimum of 2' of clearance from all concrete surfaces for street trees. The applicant should be required to revise the typical street sections to include a minimum 5' planter strip (4.5' clearance) with a 2' clear area behind the sidewalk.

The applicant's narrative discusses the City's dedication of 23' of City owned property along the Ostenson Canyon Park property frontage to complete the proposed full width street improvements to NW Tidland Parkway. The applicant's narrative is not as specific regarding whose responsibility the installation and construction of the full width street improvements. Staff would recommend the applicant be responsible for the installation and construction of the full width street improvements on NW Tidland Parkway along the entire frontage of the Ostenson Canyon Park property frontage. The city would also like to encourage the applicant to expand Phase I to include more initial construction of Tidland Parkway. This road will serve as the main connector to new ball fields that will be constructed adjacent to the site.

The applicant has not submitted a specific landscaping plan that identifies the proposed tree species to be located within the proposed street rights of way, landscaping of Tract D, model home/sales office, and stormwater facility landscaping. Staff would recommend that prior to final engineering approval the applicant submit a landscape plan for the stormwater detention facility, Tract D, and the model home/sales office.

4. Provisions have been made for dedications, easements and reservations;

**Applicant Response:** Tab 4 (Received June 7, 2006), Item 4

**Staff Comment:** Staff agrees the applicant has made adequate provisions for dedications, easements, and reservations.

*5. The design, shape and orientation of the proposed lots are appropriate to the proposed use. In addition to meeting the minimum lot size density requirement, each residential lot must provide a building envelope that allows a building that at least conforms to the developers own building restrictions (CC and R's). Therefore corner lots, lots with easements, or lots with environmental constraints may have to be larger than other lots in the subdivision;*

**Applicant Response** Tab 4 (Received June 7, 2006), Item 5

**Staff Comment:** The applicant has proposed lots that comply with setbacks of 20-feet (front), 5-feet (sides) and 25-feet (front) and has not requested any exceptions from these standards.

The design of lots with this proposal needs some revision to be in full compliance with §17.19.040(D) to include adjustments to side lot lines and lots with double frontage. Side lot lines of lots numbered 45, 46, 47, 72, 73, 92, 93, and 94 do not run at right angles to the curving roadway. These lots lines should be adjusted at final engineering.

Lots numbered 7 and 8 are double frontage lots and according to code, double frontage lots are to be avoided. Compounding the issue, Lot 7 is also a corner lot and has a smaller building envelope in comparison to adjacent lots and will be restricted from building privacy fencing. Staff notes that lot 7 has adequate space to site a 40' x 40' building envelope, consistent with code. In addition, the adjacent lots are of similar size to the proposed lots, and for that reason, staff would not expect this diversion from code to negatively impact the existing neighbors. However, to avoid potential future confusion with setbacks at Lot 7, the applicant should provide a note on the final plat that states that established setbacks of an approved plat shall govern individual lot construction and state that the both lots shall access from NW Tidland Parkway.

6. *The subdivision complies with the relevant requirements of the Camas subdivision and zoning codes, and all other relevant local regulations;*

**Applicant Response:** Tab 4 (Received June 7, 2006), Item 6

**Staff Comment:** See staff comments under Item 5,

7. *Appropriate provisions are made to address all impacts identified by the transportation impact study;*

**Applicant Response:** Tab 4 (Received June 7, 2006), Item 7

**Staff Comment:** Staff agrees that adequate provisions have been made to address the impacts identified in the transportation impact study.

8. *Appropriate provisions for maintenance of privately owned common facilities have been made;*

**Applicant Response** Tab 4 (Received June 7, 2006), Item 8

**Staff Comment:** Staff agrees that appropriate provisions for the maintenance of privately owned facilities have been made.

9. *Appropriate provisions, in accordance with RCW 58.17.110, is made for: (a) The public health, safety, and general welfare and for such open spaces, drainage ways, streets, or roads, alleys or other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and (b) The public use and interest will be served by the platting of such subdivision and dedication.*

**Applicant Response:** Tab 4 (Received June 7, 2006), Item 9

**Staff Comments:** Staff concurs.

10. *The application and plans shall be consistent with the applicable regulations of the adopted comprehensive plans, shoreline master plan, state and local environmental acts and ordinances in accordance with RCW 36.70B.030.*

**Applicant Response:** Tab 4 (Received June 7, 2006), Item 10

**Staff Comments:** Staff concurs.

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### **III. STORMWATER EXCEPTION REQUEST – CRITERIA CMC 17.23.010(A)**

*(a) An exception shall not be granted unless there are special physical circumstances or conditions affecting the property, such that the strict application of the provisions of this code would deprive the applicant of the reasonable use of development of his land; (b) the exception is necessary to insure such property rights and privileges as are enjoyed by other properties in the vicinity and under similar circumstances; (c) and the granting of the exception will not be detrimental to the public welfare or injurious to other property in the vicinity.*

**Applicant Response:** Letter dated April 12, 2006, “Belz Place – request for Offsite Stormwater Facility”

**Staff Comment** In general, staff finds this exception acceptable to the City. The enhanced landscaping to include a trail, are in the best interest of the community at large. Staff would suggest that the applicant provide a final landscaping plan for all tracts to include, Tract A with final engineering. The landscape plan should include type and location of plants, appropriate watering system to assure landscaping success and bonding in the amount of 200% of the engineering cost estimate for installation.

### **IV PUBLIC COMMENTS**

As of the writing of this report, no public comments were received.

### **V. RECOMMENDATION**

Staff recommends consolidated approval of the preliminary plat and conditional uses of Tract “D” and of Lots 62 and 63, with the following conditions:

### **VI. STANDARD CONDITIONS OF APPROVAL**

1. Stormwater treatment and control facilities shall be designed in accordance with the 1992 Puget Sound Stormwater Manual design guidelines. Final stormwater calculations shall be submitted at the time of final construction plan submittal.
2. All construction plans will be prepared in accordance with City of Camas standards. The plans will be prepared by a licensed civil engineer in Washington State and submitted to the City for review and approval.
3. Underground (natural gas, CATV, power, street light and telephone) utility plans shall be submitted to the City for review and approval prior to approval of the construction plans.
4. The applicant will be required to purchase all permanent traffic control signs, street name signs, street lighting and traffic control markings and barriers for the improved subdivision. The City will supply the list of required signs, markings and barriers at the time paving is scheduled.
5. A 3% construction plan review and inspection fee shall be required for this development. The fee will be based on an engineer’s estimate or construction bid. The specific estimate will be submitted to the City for review and approval. The fee will be paid prior to the construction plans being signed and released to the applicant. Under no circumstances will the applicant be allowed to begin construction prior to approval of the construction plans.
6. Any entrance structures or signs proposed or required for this project will be reviewed and approved by the City. All designs will be in accordance with applicable City codes. The maintenance of the entrance structure will be the responsibility of the homeowners.

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7. A homeowner's association (HOA) will be required for this development. The applicant will be required to furnish a copy of the C.C. & R.'s for the development to the City for review. Specifically, the applicant will need to make provisions in the C.C. & R.'s for maintenance of the stormwater detention and treatment facilities and any storm drainage system or easements outside the City's right of way (if applicable).
8. Building permits shall not be issued until this subdivision is deemed substantially complete and the final plat is recorded and approved by the Planning, Engineering, Building and Fire Departments.
9. The applicant shall remove all temporary erosion prevention and sediment control measures from the site at the end of the two-year warranty period, unless otherwise directed by the Public Works Director.
10. Final plat and final as-built construction drawing submittals shall meet the requirements of the CMC 17.11.060, CMC 17.01.050 and the Camas Design Standards Manual for engineering as-built submittals.

## **VI. SPECIAL CONDITIONS OF APPROVAL**

### **Planning**

1. Prior to the removal of trees, a forest practice permit shall be required. The applicant shall supply a copy of said permit with final engineering.
2. Consistent with SEPA mitigation measures, the applicant shall install 4'-high temporary construction fencing at perimeter of Tract C, prior to any earth moving activity.
3. Consistent with SEPA mitigation measures, the applicant shall install a minimum of 4'-high continuous, permanent fencing along the boundary of Tract C prior to final plat approval. Maintenance of this fencing shall be the responsibility of the homeowners association and shall be included in the HOA CC&R's.
4. The applicant shall provide a final landscaping plan for Tracts A and B, to be approved by staff during final engineering approval. The landscape plan shall include type and location of plants, and appropriate watering system to assure landscaping success. Landscaping of common areas shall be installed prior to substantial completion.
5. Pursuant to §17.19.040(D) side lot lines of lots numbered 45, 46, 47, 72, 73, 92, 93, and 94 shall run at right angles to the roadway. These lots lines shall be adjusted at final engineering.
6. A design review permit shall be required for Tract "D" per §18.19 CMC.

### **Engineering**

1. The applicant shall incorporate traffic calming features in a number and location acceptable to the City prior to final engineering plan approval.
2. The applicant shall submit plans for the development of Tract D and trails as proposed and complete the proposed improvements prior to final acceptance of Phase I.
3. The applicant shall revise the proposed typical street sections to include a minimum 5' planter strip (4.5' clearance) with a 2' clear area behind the sidewalk.
4. The applicant shall complete the installation and construction of the full width street improvements on NW Tidland Parkway along the entire frontage of the Ostenson Canyon Park property frontage.

5. Prior to final engineering approval the applicant shall submit a landscape plan for the stormwater detention facility, Tract D, model home/sales office, the proposed street tree planting and the wetland mitigation/enhancement work.
6. No construction spoils shall be placed on building lots. Any fill material placed on lots must be engineered structural fill, unless placed in the front or rear setback to a maximum of 6 inches in total depth.
7. The development shall comply with Camas Municipal Code (CMC) 15.32 for any land disturbing activity. The applicant shall submit an erosion prevention/sediment control plan in accordance with CMC 15.32 for any land disturbing activity that disturbs an acre or more or adds 5000 square feet or more of impervious surface. In accordance with CMC 17.21.030 the applicant shall be required to furnish to the City an approved form of security (e.g. Erosion Control Bond). The bond is to be in the amount of 200% of the engineer's estimated cost of the erosion prevention/sediment control measures, including associated labor. The City reserves the right to tap the bond to recover costs associated with enforcing, removing or rectifying any unauthorized dumping, filling or grading.
8. To help minimize noise impacts to the adjacent residential neighborhoods, equipment shall be properly muffled and construction regarding site improvements shall be confined from 7 AM to 7 PM Monday through Friday and 9 AM to 5 PM on Saturdays, excluding City observed holidays. Additionally this limitation shall apply to equipment maintenance vehicles.
9. A note shall be added to the final plat stating that each new dwelling will be subject to the payment of appropriate impact fees at the time of building permit issuance.

## **VII. SEPA CONDITIONS (Comment period ended without appeal)**

### **State Environmental Policy Act (SEPA MDNS, File SC-05-06-10) Mitigation Measures**

1. An Erosion Control Plan consistent with City requirements to include compliance with the Stormwater Management Manual for Western Washington, February 2005 shall be prepared and submitted for review and approval, and implemented prior to any earth disturbing activities. Additional erosion control measures shall be implemented consistent with best available practices as necessary to control erosion. From May 1 to September 30, no soils should remain exposed and unworked for more than 7 days. Soil stabilization measures should be appropriate for the time of year, site conditions, estimated duration of use, and potential water quality impacts that stabilization agents may have on downstream waters.
2. Grading and all other earthwork to occur during periods of extended dry weather or as advised by Geocon Northwest, Inc. (September, 2005).
3. Fugitive emissions associated with construction must be controlled at the excavation site, during transportation of excavated material, and at any disposal site.
4. Surface water treatment and conveyance systems shall be designed in accordance with the 1992 Puget Sound Stormwater Manual or as revised. Stormwater runoff shall be treated for quality and controlled in quantity prior to discharge.
5. Storm water treatment and control facilities shall be designed in accordance with the 1992 Puget Sound Storm Water Manual design guidelines (or as revised). Final storm water calculations shall be submitted at the time of final construction plan submittal.
6. The Revised Wetland and Buffer Mitigation Plan, as prepared by the Resource Company (dated March 1, 2006) shall be implemented as proposed. To include the following: (1)

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The applicant shall be required to install temporary, construction, fencing around the sensitive areas prior to earth disturbing activities; (2) Permanent signage shall be installed that reads "Wetland buffer – Please leave in a natural state." These signs shall be posted every 100 feet or at least one per lot, whichever is less; and (3) Permanent and continuous fencing shall be installed at the rear of lots adjacent to Tract "C", which includes Lots numbered 74 – 103, Tract D and Lot 106.

Installation of fencing shall be constructed in a manner as to minimize habitat impacts.

7. Wetland mitigation shall be installed and shall require financial surety of 105% of the total cost of the initial installation to ensure mitigation success. Initial installation and financial surety shall be in place prior to substantial development of any phase. The monitoring and financial surety program will run a period of 5 years with annual submittal of monitoring reports required.

8. To help minimize noise impacts to the adjacent residential neighborhoods, equipment shall be properly muffled and construction regarding site improvements shall be confined from 7:00 a.m. to 7:00 p.m., Monday through Friday; 8:00 a.m. to 5:00 p.m. on Saturday, excluding city observed holidays and Sundays. Furthermore, maintenance and fueling of construction equipment shall be confined from said times and days.

9. The applicant shall secure all required local, state, or federal permits prior to construction of improvements.

- The delineated wetland buffer extends into lots 74 – 80, 84 - 88, 92 - 94, and 103 (See Figure 4, Revised Wetland Mitigation Plan). In compliance with codes, the applicant has proposed to retain all significant trees within the wetland tract and wetland buffer. The submitted Tree Plan indicates that several of the trees to be retained are located within individual lots (See Tree Plan, sheet 3, dated April 2006).

In an effort to ensure significant protected trees have a reasonable chance of survival the following additional measures shall be employed prior to and during the development process:

- Provide temporary, construction fencing around the drip lines of trees that are adjacent to or within individual lots. The temporary fencing shall be in place prior to any earthwork activities and remain in place through home construction.
- Final grading and site plans shall include the location of protected trees and shall be consistent with the intent to retain these significant trees.
- The applicant shall provide financial surety for the retainage of significant trees in an amount of 105% the replacement cost which shall include installation, monitoring and maintenance for a period of five years. Financial surety may be released upon substantial completion of the development.
- Significant trees identified for protection shall not be removed without prior written approval from the City and upon submittal of a certified arborist's recommendation.

## **VIII. FINDINGS OF FACT AND CONCLUSIONS OF LAW**

### **A. FINDINGS OF FACT**

1. The review and decision of the city shall be in accordance with the provisions of CMC 18.55.
2. Type III applications require that an eight-foot by four-foot sign is posted on the property pursuant to CMC 18.55.120. The site signage was posted on April 13, 2006.
3. Approval criteria for a subdivision are contained in §17.11.030 (D) CMC. The applicant responded to all ten criteria behind tab number 4 of their application and staff

Exhibit B - Page 9 of 11

responded to those responses throughout the preceding staff report.

4. The Camas Municipal Code requires compliance with the requirements of Title 18, in particular the density and dimensions of the underlying zone and sensitive areas requirements. The applicant has proposed 107 lots at a density of 3.6 units per acre. The maximum units per acre in the R-10 zone is 4.3 units per acre.

5. The Camas Municipal Code requires compliance with all applicable design and development standards contained in §17.19 CMC which requires the demonstration of the availability and accessibility of adequate public services such as roads, sanitary and storm sewer, and water to serve the site at the time development is to occur, unless otherwise provided for the applicable regulations.

6. The sales offices as proposed at Lots 62 and 63 are temporary uses that require a conditional use permit according to §18.07.040CMC.

7. The development of Tract "D" as recreational open space is defined as a conditional use and is subject to Design Review according to §18.07.040CMC.

8. The applicant has requested consolidated review of the preliminary plat and both conditional uses pursuant to §18.55 CMC.

#### **B. CONCLUSIONS OF LAW**

1. As verified by staff with a letter dated May 5, 2006, the applicant provided the required information and signage in compliance with CMC18.55
2. As conditioned, the application meets the criteria necessary for approval of a subdivision pursuant with §17.11.030 (D CMC).
3. As conditioned, the application is consistent with §17.19 CMC, having proposed adequate public road, utilities and other improvements to serve the site at the time development is to occur.
4. As proposed, the preliminary plat meets the R-10 zoning requirements with lots that comply with the dimensions of §18.09.040 Table 2 CMC.
5. Subject to Design Review §18.19 CMC, Tract "D" shall provide additional recreational amenities to the development to include a tot lot, pool and pool house.

#### **IX. PLAT NOTES**

The following notes shall be added to the final plat:

1. A homeowners association will be required for this development. Copies of the C.C. & R's shall be submitted and on file with the City of Camas.
2. No further short platting or subdividing will be permitted once the final plat has been recorded.
3. A final occupancy permit will not be issued by the Building Department until all subdivision improvements are completed and accepted by the City.
4. The lots in this subdivision are subject to traffic impact fees, fire impact fees, school impact fees, and park/open space impact fees. Each new dwelling will be subject to the payment of appropriate impact fees at the time of building permit issuance.
5. Automatic fire sprinkler systems designed and installed in accordance with NFPA 13D are required in all structures accessed off streets with a 52' ROW and a 28' paved street width.
6. In the event that any item of archaeological interest is uncovered during the course of a permitted ground disturbing action or activity, all ground disturbing activities shall immediately cease and the applicant shall notify the Public Works Department and OAHP.
7. All tracts to be owned and maintained by the Homeowners Association.
8. Tract "C" contains sensitive lands and associated buffers. No structures, including fences are to be built within sensitive lands or its buffer.

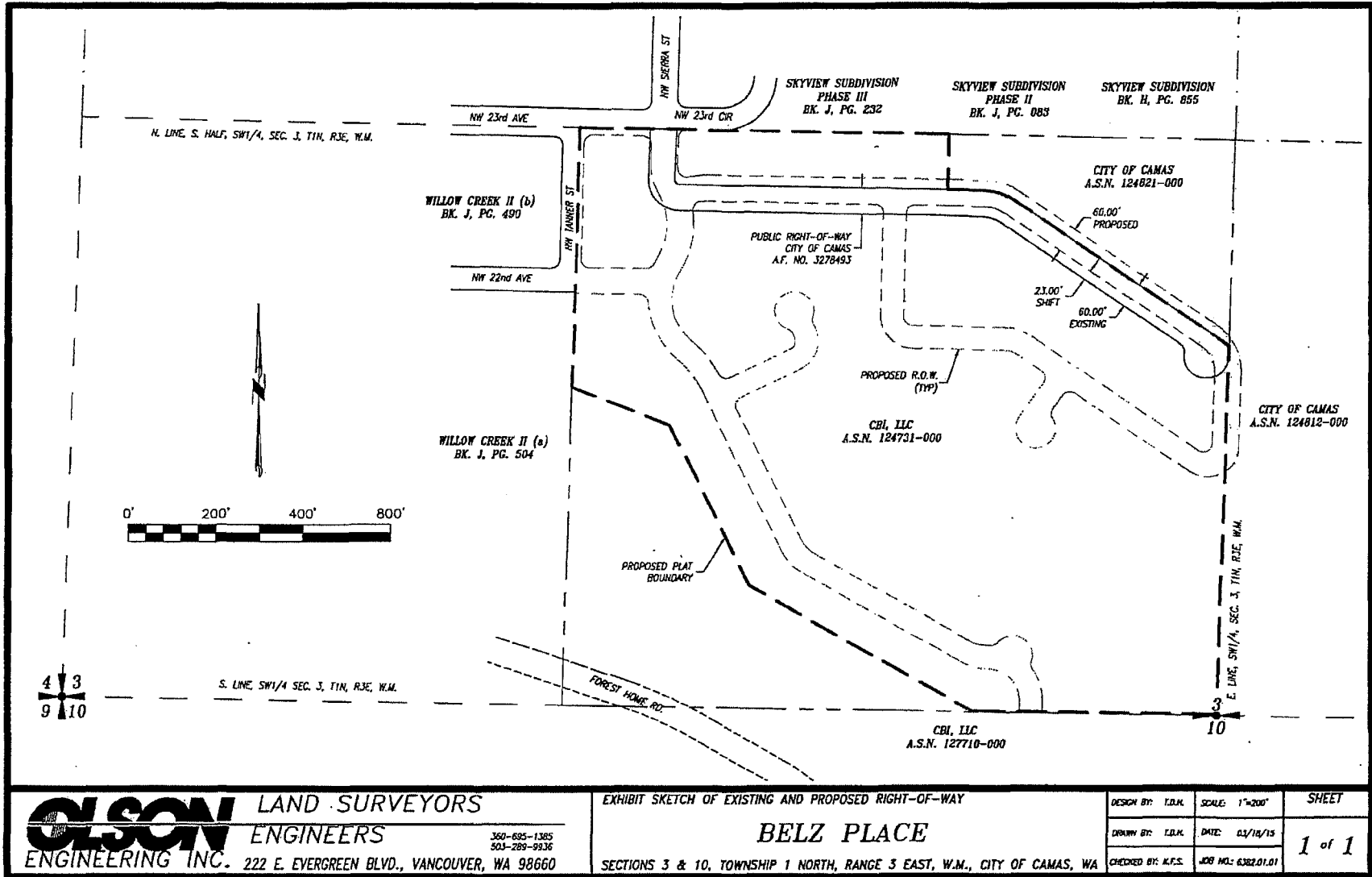
Exhibit B - Page 10 of 11

9. Tract "C" shall remain in its natural state. Modifications to the area may be allowed pursuant to §16.50.120 (B.5) CMC and with approval from the Community Development Director.
10. Developers of Lot 7, a peninsula-configured lot, shall be made aware of additional land use restrictions for building of fencing, retaining walls and accessory structures as provided in §18.17 CMC – Supplemental Development Standards. The front of this lot shall be along NW Tidland Parkway.

**EXHIBIT C**

Right-of-Way

EXHIBIT C



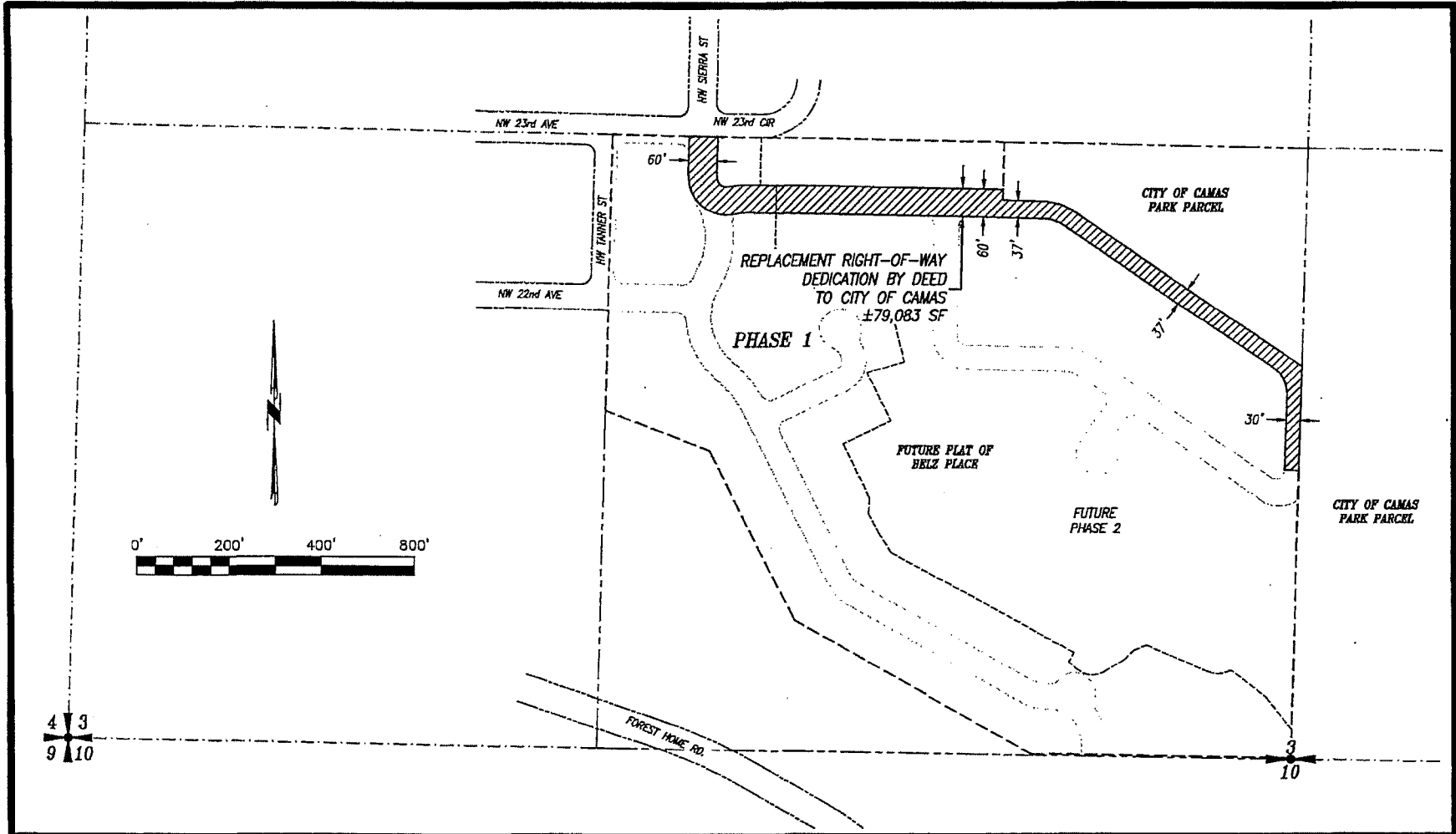
**OLSON** LAND SURVEYORS  
**ENGINEERS**  
 ENGINEERING INC. 222 E. EVERGREEN BLVD., VANCOUVER, WA 98660  
 360-625-1385  
 503-289-9936

EXHIBIT SKETCH OF EXISTING AND PROPOSED RIGHT-OF-WAY  
**BELZ PLACE**  
 SECTIONS 3 & 10, TOWNSHIP 1 NORTH, RANGE 3 EAST, W.M., CITY OF CAMAS, WA

DESIGN BY: T.D.K.	SCALE: 1"=200'	SHEET
DRAWN BY: T.D.K.	DATE: 03/18/15	1 of 1
CHECKED BY: K.F.S.	JOB NO.: 6382.01.01	

Exhibit C - Page 1 of 2

EXHIBIT C



**OLSON** LAND SURVEYORS  
**ENGINEERS**  
 ENGINEERING INC. 222 E. EVERGREEN BLVD., VANCOUVER, WA 98660  
 360-695-1385  
 503-289-8936

EXHIBIT SKETCH OF REPLACEMENT RIGHT-OF-WAY DEDICATION TO CITY OF CAMAS  
**BELZ PLACE**  
 SECTIONS 3 & 10, TOWNSHIP 1 NORTH, RANGE 3 EAST, W.M., CITY OF CAMAS, WA

DESIGN BY: T.B.H.	SCALE: 1"=200'	SHEET
DRAWN BY: T.B.H.	DATE: 04/11/15	2 of 2
CHECKED BY: K.F.S.	JOB NO.: 6382.01.01	

**EXHIBIT D**

Park Improvements

ROMTEC  
PLAN SET NO  
17747

2024 - SIERRA II RESTROOM W/ 8' STORAGE/MECHANICAL ROOM

GOOT PARK  
CAMAS, WASHINGTON



DRAFT  
NOT FOR  
CONSTRUCTION

WALL TYPE SCHEDULE

 8" DRY STACK CMU WALL REINFORCED & GROUT FILLED

16" x 24" KICK RESISTANT EXP. METAL VENT AND WINTERIZING KIT, E-1003 W/ INSECT SCREEN, TYP (3)  
ELECTRIC LOCK CONTROL PANEL

8" SPLIT FACE CMU WITH GROUND FACE INTERIOR CONCRETE BLOCK WALL

TAMOSEAL INTERIOR OF ALL EXTERIOR WALLS AND ALL MECH WALLS, SLAB TO CEILING

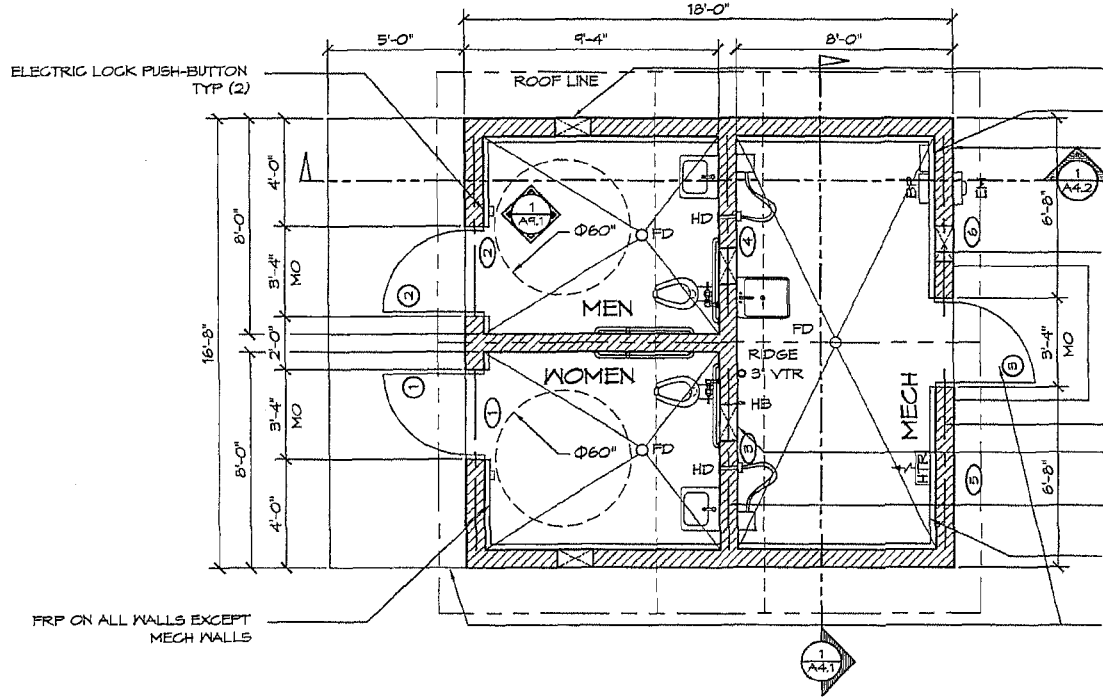
POLYCARBONATE WINDOW, TYP (4)

16" x 16" ROMTEC E-1062 VENT, TYP (2)

WOOD FILLER WALL, TYP (2)

2" FURRED INSULATED WALL

CONCRETE SLAB BY CONTRACTOR



NOTE:  
FIXTURES AND ACCESSORIES  
ARE DIMENSIONED ON SHT A9.1

1 FLOOR PLAN  
SCALE: 1/4" = 1'-0"  
PLAN NORTH

**PRELIMINARY**

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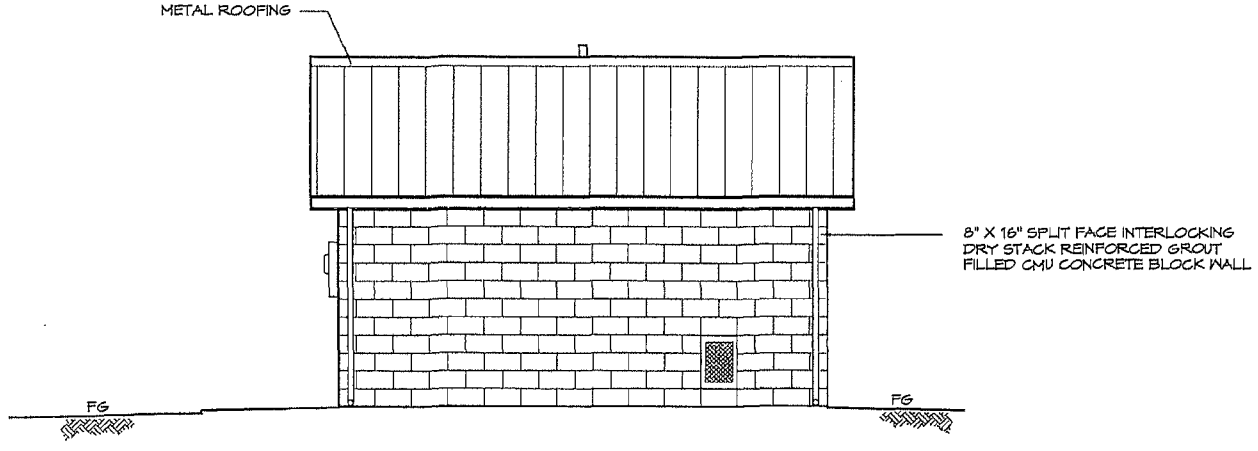
HCE ARCHITECTS, ENGINEERS, SURVAYORS & PLANNERS  
215 N. 10th Street, Suite 200, Camas, WA 98607  
PH: 509.863.4400 FAX: 509.863.4401

ROMTEC  
1600 North 33rd Street, Renton, WA 98057  
PH: 206.875.8800 FAX: 206.875.8801

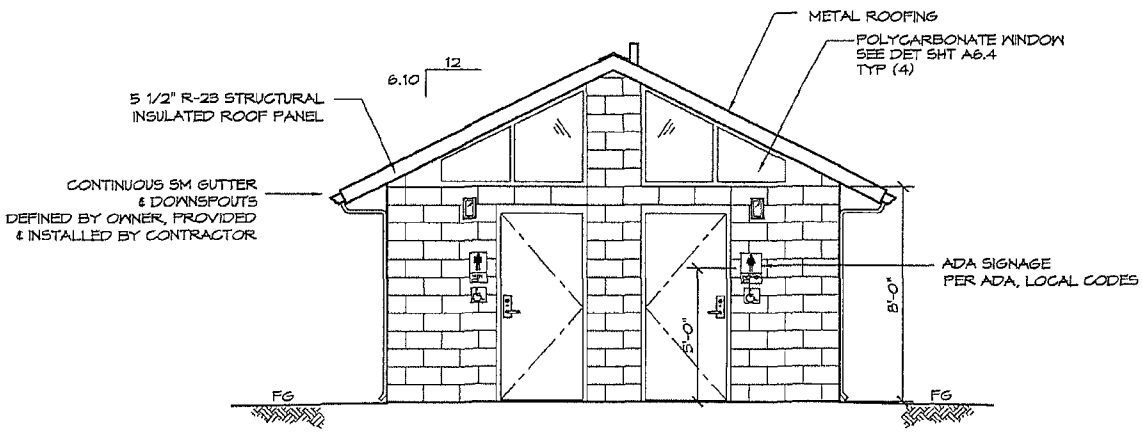
PROJECT: SIERRA II RESTROOM W/ MECH/STORAGE  
GOOT PARK  
CAMAS, WASHINGTON  
SHEET TITLE: FLOOR PLAN

PLAN SET#	17747
DATE:	01/18/09
REVISIONS	
BY	SK
DATE	
BY	
DATE	

SHEET NO. A2.1



1 NORTH ELEVATION  
SCALE: 1/4" = 1'-0"



2 WEST ELEVATION  
SCALE: 1/4" = 1'-0"

DRAFT  
NOT FOR  
CONSTRUCTION

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**HCE** ARCHITECTS, ENGINEERS SURVEYORS & PLANNERS  
 1000 1st Avenue, Suite 1000  
 Seattle, WA 98101  
**ROMTEC** 1000 1st Avenue, Suite 1000  
 Seattle, WA 98101

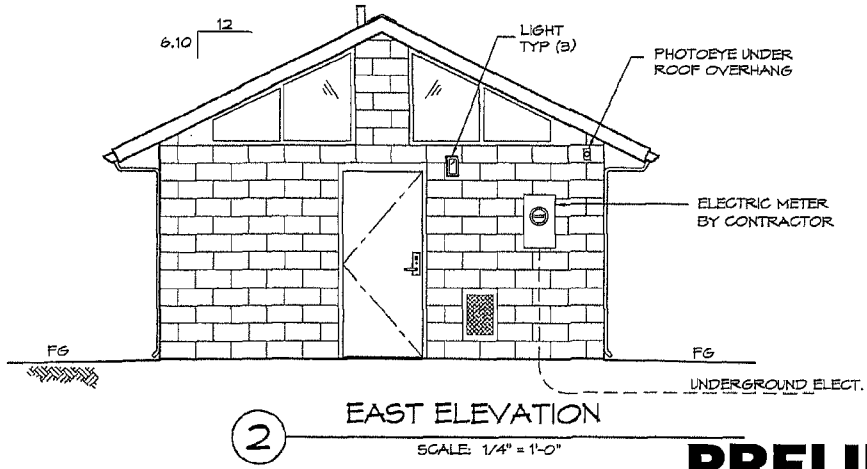
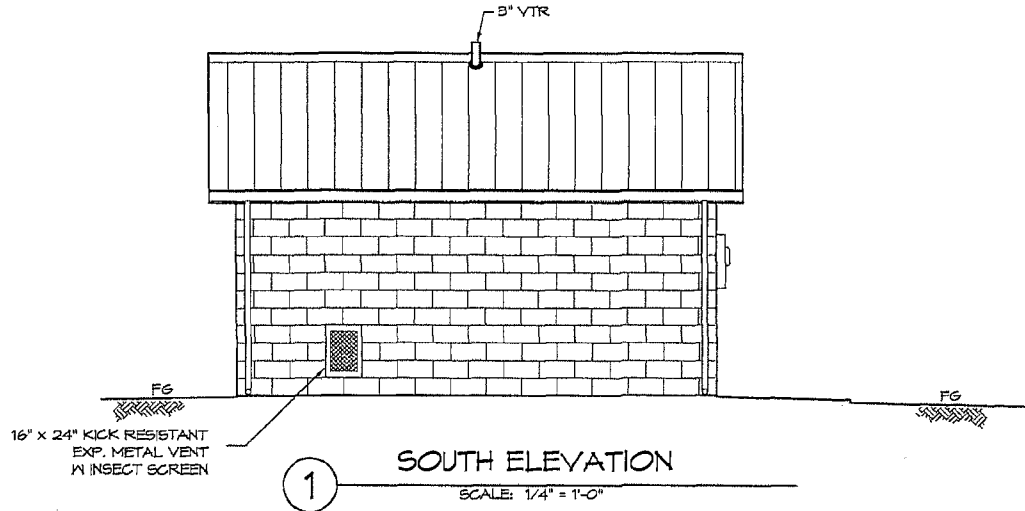
PROJECT: GERRA II RESTROOM W/ MECH/STORAGE  
 PLAN SETS: 11747  
 SHEET TITLE: EXTERIOR ELEVATIONS  
 DATE: 01/13/09  
 REVISIONS:

REV.	DATE	BY

DESIGNED BY: SK

**PRELIMINARY**

SHEET NO. **A3.1**



**PRELIMINARY**

DRAFT  
NOT FOR  
CONSTRUCTION

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**HCE ARCHITECTS & ENGINEERS**  
**UNIVERSITY**  
1010 N. 10th Street, Suite 100  
Tulsa, OK 74103-1000  
Phone: 918.438.2222  
Fax: 918.438.2223

**ROMTEC** 1000 N. 10th Street, Suite 100  
Tulsa, OK 74103-1000  
Phone: 918.438.2222  
Fax: 918.438.2223

PROJECT: SIERRA II RESTROOM W/ MECH/STORAGE  
6000 PARK  
CAMAS, WASHINGTON  
SHEET TITLE: EXTERIOR ELEVATIONS

PLAN SET: 17747

REV	DATE	BY

DATE: 07/18/09

REVISIONS:

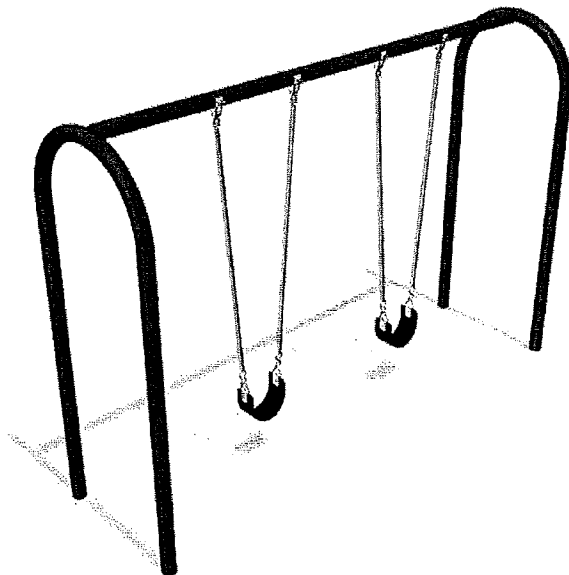
DESIGNED BY: SK

SHEET NO: A3.2



A PLAYCORE Company

# PRIMETIME SWING

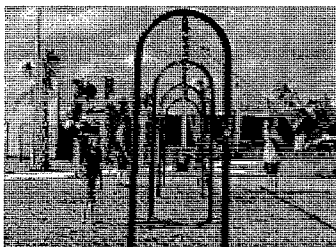
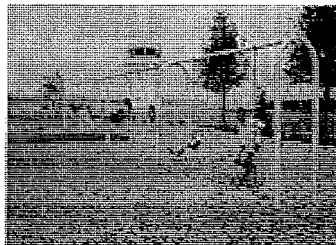
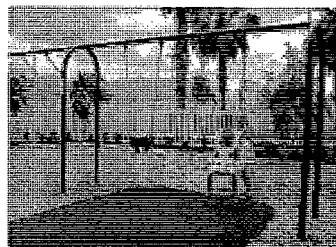


### Metal



Model: 12583  
Age Groups:

### Features and Benefits



GAMETIME, A PLAYCORE COMPANY

1-800-235-2440 | GAMETIME.COM

**EXHIBIT E**

Lot Standards

**EXHIBIT E**

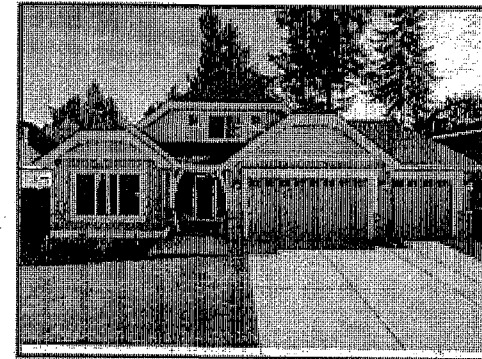
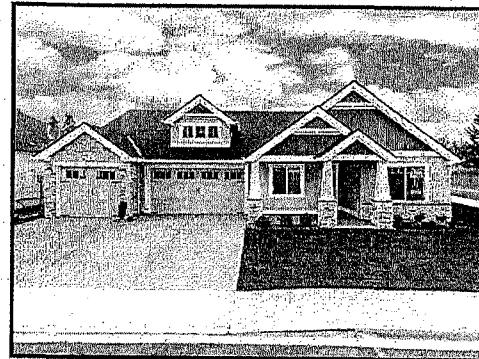
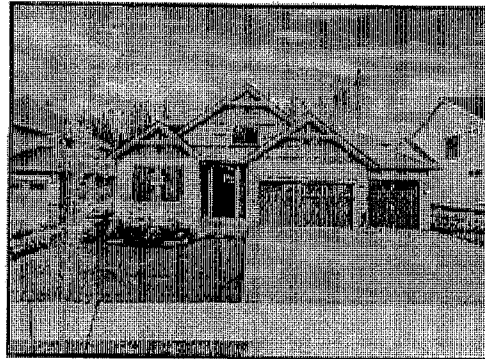
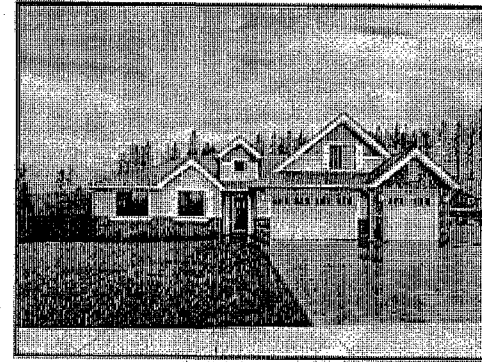
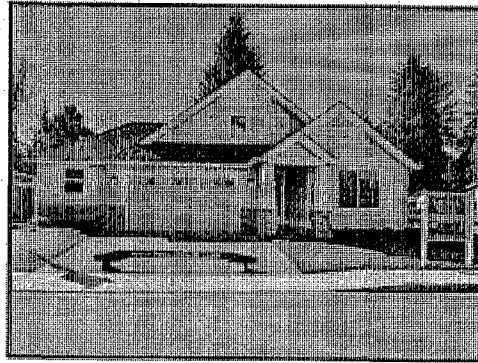
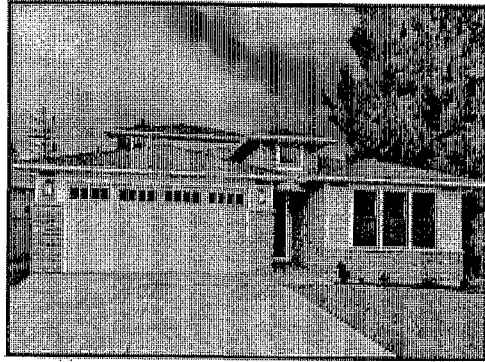
	<b>APPLICABLE D.A. STANDARDS</b>
Maximum density (dwelling units/gross acre)	<b>Lots proposed within the development may utilize the density transfer standards under CMC Section 18.09.040 Table-2, in addition to standards set forth herein</b>
Maximum building height (feet)	<b>Standard code provisions; as modified by D.A. Section 9 regarding allowable number of stories (<i>Footnote 1 below</i>)</b>
Minimum front yard (feet)	<b>14</b>
Minimum rear yard (feet)	<b>17.5</b>
Minimum side yard on corner lot (feet)	<b>18</b>

**FN 1: Height and Stories of Adjacent Homes in Row.** No more than two immediately adjacent homes with front-yards on a common street shall be two (2) or more stories in height; a home of less than two (2) stories shall separate each set of two immediately adjacent homes with front-yards on a common street; PROVIDED, that a home of one and one-half story (1 ½) story shall not constitute a two (2) story home



EXHIBIT F

# Pahlisch Homes Belz Place 1.5 Story Exhibit



wollamassociates.com 