

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

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

## DEVELOPMENT AGREEMENT

Effective Date: \_\_\_\_\_, 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 2016.

**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. Lot Coverage.** The City agrees that the current lot coverage standard will apply.

**Section 5.5. 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 Bettesworth  
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

\_\_\_\_\_  
By: Dennis Pahlisch  
Its: Manager

\_\_\_\_\_  
Date

City of Camas

\_\_\_\_\_  
By:

Its: \_\_\_\_\_

\_\_\_\_\_  
Date

State of Washington )  
                                  ) ss.  
County of                    )

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: \_\_\_\_\_, 2016.

(Seal or stamp)

\_\_\_\_\_  
Signature

My Commission Expires: \_\_\_\_\_



**EXHIBIT A**

Legal Description

**EXHIBIT B**

2006 Approval

**EXHIBIT C**

Right-of-Way

## **EXHIBIT D**

Park Improvements

**EXHIBIT E**

Lot Standards