

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

Stephen W. Horenstein, Attorney
Miller Nash LLP
500 East Broadway, Suite 400
PO Box 694
Vancouver, WA 98666-0694

Grantor : Long Drive, LLC
Grantee : City Of Camas, Washington
Abbreviated Legal : NE ¼ Section 29 T2N R3E WM; W ½ Section 28 T2N R3E WM
Assessor's Tax Parcel Nos. : Portions of 172955-000; 172963-000; 172964-000; 172970-000;
175934-000
Prior Excise Tax No. :
Other Reference No(s). : None

DEVELOPMENT AGREEMENT

Effective Date:

July 27, 2004

Parties:

LONG DRIVE, LLC, a Washington limited liability company (hereinafter referred to as "Long Drive"); and

THE CITY OF CAMAS, WASHINGTON, a Washington municipal corporation (hereinafter referred to as the "City").

Recitals:

A. Long Drive owns or is acquiring certain real property within the City, preliminarily approved as Lot 8, Phase I of Camas Meadows Corporate Center, and Lots 8, 9, 10, 11, and 12, Phase II of Camas Meadows Corporate Center, hereinafter referred to as "the Property." The legal description for the Property as well as a parcel map and survey are attached hereto and incorporated herein by reference as Exhibit "A." At the time of the execution and approval of this Agreement all of the Property is subject to this Agreement.



B. The Property is currently zoned Light Industrial / Business Park ("LI/BP") and designated with the North Dwyer Creek Employment Mixed Use ("NDC EMXD") overlay pursuant to Title 18 of the Camas Municipal Code. The Property is in the City's North Dwyer Creek planning area.

C. For purposes of completing the development of the Property, Long Drive has applied for master plan approval pursuant to Chapter 18.20 of the Camas Municipal Code.

D. A trip generation report has been prepared by H. Lee & Associates and shows 208 p.m. peak hour trips for the development of the Property.

E. The parties desire to enter into this Development Agreement to govern the development of the Property, including vesting as to the permitted uses and allocating capacity in the transportation system for purposes of meeting concurrency requirements.

F. Pursuant to RCW 36.70B.170(1) and CMC 18.55.340, the parties are authorized to enter into a development agreement that sets forth development standards and other provisions that apply to and govern and vest the development, use, and mitigation of the development of the Property.

NOW, THEREFORE, the parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to:

1.1 Set forth the development standards that will govern the development of the Property.

1.2 Vest the development of the Property under the development provisions of the Camas Municipal Code in effect at the time of the execution of this Agreement, including the permitted uses of the Property, while reserving the City's authority to impose new or different regulations to the extent required by a serious threat to public health and safety.

1.3 Allocate capacity in the transportation system for development of the Property for the purpose of meeting the concurrency requirements of the City's Comprehensive Plan and regulations.

2. **Agreement.** This Development Agreement governs and vests the development of the property described in Exhibit "A."



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3. Description of the Proposed Development on this Property. The development on the Property (the "Ambiance Project") shall be a mixed use development including residential condominiums, professional office space, and restaurant/retail space on approximately 14.6 acres. The Ambiance Project is expected to include 12 buildings, with 158 residential condominiums, approximately 33,000 square feet of professional office space, a restaurant, a spa, conference rooms, open space, and underground parking.

4. Zoning and Permitted Uses. The Property is zoned LI/BP with a NDC EMXD overlay pursuant to Chapters 18.07 and 18.20 of the Camas Municipal Code and designated as Light Industrial on the City's Comprehensive Plan.

4.1 The uses permitted in the LI/BP and NDC EMXD code sections shall be allowed on the Property, including the following specified uses. This list is not intended to limit the uses as otherwise permitted by the City's code.

(a) Multifamily development is permitted in the NDC EMXD.

(b) Professional office space is permitted in the LI/BP district.
CMC 18.07.030 Table 1.

(c) A restaurant is permitted as a secondary use in the LI/BP district.
CMC 18.07.030 Table 1.

(d) Spas and conference rooms are not expressly listed in Table 18.07.030-1, but may be permitted concurrent with this Development Agreement as accessory uses or unclassified uses.

(e) Open space is permitted in the LI/BP district. CMC 18.07.030 Table 1.

4.2 The Ambiance Project meets the performance standards for the NDC EMXD (CMC 18.20.035) by meeting both the community's employment needs and housing needs:

(a) Over 50 percent of the Ambiance Project's area is to be developed with uses other than housing: professional office, a restaurant, a spa, conference rooms, and open space.

(b) The housing density is approximately 10.8 units per net acre, within the permitted range.



(c) No residential development is located on the ground floor of mixed-use buildings or in stand along buildings along Camas Meadows Drive.

(d) The residential component of the Ambiance Project will occur concurrent with or after the employment component of the development.

(e) The cumulative of all secondary commercial development will have a maximum floor area equal to 25 percent of the gross floor area of the primary and secondary LI/BP uses.

(f) The employment portion of the Ambiance Project will provide a comparable number of employment opportunities per developable acre of employment area as would have occurred under the LI/BP base zone.

5. Development Standards. The development standards the City previously approved for Phase II of the Camas Meadows Corporate Center shall control the Ambiance Project. These standards are shown in the table attached as Exhibit "B."

6. Design Review and Master Plan Approval. The City's Design Review Committee has determined that the Ambiance Project master plan is generally consistent with the guidelines and principles in Chapter 18.19 CMC. A copy of the master plan is attached as Exhibit "C." Through this Development Agreement, the City approves the master plan as generally consistent with Chapter 18.19 CMC. The City Staff will review and approve the final details of the master plan design for consistency with Chapter 18.19 CMC prior to the issuance of building permits for the Ambiance Project.

7. Plat Amendments for Camas Meadows Corporate Center.

7.1 Phases I and II. The subdivision of Camas Meadows Corporate Center was preliminarily approved as a phased plat. A portion of the Property is located in the area that was preliminarily approved as Phase I (Lot 8 of Phase I), and no final plat has been recorded for this portion of the Property. Through a minor plat amendment approved concurrent with this Development Agreement (CMC 17.11.050), Lot 8 of Phase I is incorporated into Phase II and will be governed by the Phase II development standards. This incorporation will be memorialized with the recording of the final plat for Phase II.

7.2 Reconfiguration of Lots. Through a minor plat amendment approved concurrent with this Development Agreement, the City approves the reconfiguration of the lots as shown in Exhibit "D."



8. Allocation of Transportation Capacity for the Ambiance Project.

8.1 Trips Generated under the North Dwyer Creek Master Plan Approval.

The City previously identified vehicle trips generated from the build-out of property in the North Dwyer Creek subarea. Under the North Dwyer Creek Master Plan and implementing ordinances (SEPA file #05-00-07), development at full build-out would generate 40,200 average daily trips, 6,100 a.m. peak hour trips and 5,000 p.m. peak hour trips.

8.2 Trips Allocated to the Ambiance Project.

As part of the planning process for the Ambiance Project, a trip generation report was completed by H. Lee & Associates to determine the average daily trips and p.m. peak hour trips generated by the development. According to this traffic report, the number of average daily trips is 2,041 and the number of p.m. peak hour trips is 208. Through this Development Agreement, the City allocates for the Ambiance Project transportation capacity consistent with this number of trips for purposes of transportation concurrency. This traffic capacity shall be reserved for the term of this Development Agreement.

8.3 Traffic Mitigation for the Ambiance Project.

The City previously identified transportation improvements to mitigate traffic impacts from the build-out of the property in the North Dwyer Creek subarea. Under the North Dwyer Creek Master Plan and implementing ordinances (SEPA file #05-00-07), development at full build-out would generate the warrants or potential warrants of up to eight (8) intersections. Upon closer examination, it is likely that only three (3) intersection improvements would meet warrants within the term of this Development Agreement. These intersections are: (1) NE Goodwin Road at either NW Friberg or NW Camas Meadows Drive; (2) NW Payne Road and NW Lake Road or the intersection west thereof (as shown in the Dwyer Creek Master Plan); and (3) NW Friberg Road at approximately half-way up from NW Lake Road (also as shown in the North Dwyer Creek Master Plan). The estimated cost of these intersections is \$800,000.00.

The North Dwyer Creek Master Plan and the traffic report submitted by H. Lee & Associates indicate that future development would pay a proportionate share of the costs of needed improvements.

Given the estimated numbers of p.m. peak hour trips generated by the project (208) and the p.m. peak hour trips generated at full build-out (5,000), the project's proportionate share is 4.16 %. Therefore, Long Drive shall pay 4.16 % of the costs of the improvements described in this section, or \$33,280.00, to the City.

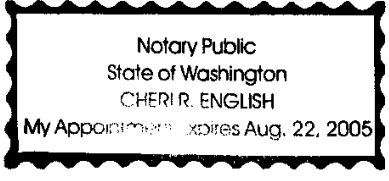
9. Impact Fees. Long Drive shall pay the appropriate impact fees, determined at the time of building permit issuance, as required by Camas Municipal Code Chapter 3.88.



- 10. System Development Charge Credits.** The City shall provide Long Drive with system development charge credits for any and all eligible water and sewer system improvements made by Long Drive, according to the Camas Municipal Code.
- 11. Impact Fee Credits and Latecomer Fees.** Nothing contained in this Agreement shall preclude Long Drive from receiving impact fee credits to the extent available under the terms of Chapter 3.88 of the Camas Municipal Code and/or latecomer fees pursuant to a latecomer agreement.
- 12. Vesting.** The parties agree that Long Drive's project on the Property vests as to the permitted uses and development standards described herein as of the time of the execution of this Development Agreement. This Development Agreement and the development standards in this Agreement govern during the term of this Agreement, or for all or that part of the build-out period specified in this Agreement, and may not be subject to an amendment to a zoning ordinance or development standard or regulation adopted after the effective date of the agreement. Any permit or approval issued by the City after the execution of this Development Agreement must be consistent with the Development Agreement. Nothing contained in this Agreement shall preclude the City from exercising any and all rights it has under RCW 36.70B.170 to address issues of public health and safety.
- 13. Conforming Use.** Notwithstanding any future change in the comprehensive plan or zoning designation for the Property, the City acknowledges and agrees that so long as any future uses of the Property are provided for in Section 4 of this Agreement, such uses shall be and remain conforming uses.
- 14. Run with the Land.** This Development Agreement shall be binding on the parties' successors and assigns. This Agreement shall be recorded with the Clark County Auditor.
- 15. Term.** The term of this Development Agreement shall be fifteen (15) years. The parties may mutually agree to extend the term. No City design reviews or land use approvals will expire during the term of this Development Agreement.
- 16. Attorneys Fees.** In the event a suit, proceeding, arbitration or action of any nature whatsoever is instituted, or the services of any attorney are retained to enforce any term, condition, or covenant of this Development Agreement, or to procure an adjudication, interpretation or determination of the rights of the parties, the prevailing party shall be entitled to recover from the other party, in addition to any award of costs or disbursements provided by statute, reasonable sums as attorney fees and costs and expenses, including paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection with such suit, proceeding, or action, including appeal, which sum shall be included in any judgment or decree entered

therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

Dated: July 27, 2004.



Cheri English
Notary Public for Washington

CHERI ENGLISH
(Printed or Stamped Name of Notary)
Residing at Camas wa
My appointment expires: 8/22/05

State of Washington)
) ss.
County of Clark)

On this 27 day of July, 2004, before me personally appeared Paul Dennis, to me known to be the Mayor of the CITY OF CAMAS that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

Dated: 7/27, 2004.

Sandra G. Watrous
Notary Public for Washington



Sandra G. Watrous
(Printed or Stamped Name of Notary)
Residing at Washougal
My appointment expires: 1-14-06





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EXHIBIT "A"

LEGAL DESCRIPTION, PARCEL MAP, AND SURVEY

DEVELOPMENT AGREEMENT
EXHIBIT "A"

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ENGINEERS

(360) 695-1385
1111 Broadway
Vancouver, WA
98660

LEGAL DESCRIPTION FOR RICK BOWLER
Camas Meadows Golf Course Parcel

April 14, 2004

A parcel of property lying in a portion of Section 28 and Section 29, Township 2 North, Range 3 East of the Willamette Meridian, Clark County, Washington, described as follows:

COMMENCING at the most Southerly Southeast corner of Camas Meadows Corporate Center Phase 1, a subdivision recorded in Book 310 of Plats at Page 691, Clark County records, said point being on the South right of way line of Northwest Camas Meadows Drive;

THENCE North 56° 35' 58" East along the Southeasterly line of said Corporate Center 60.00 feet to the North line of NW Camas Meadows Drive, said point being the most Northerly corner of that tract conveyed to City of Camas by deed recorded in Auditor's File No. 3380524, Clark County records said point lying on a 405.00 foot radius curve to the right with a tangent bearing into said curve of South 33° 24' 02" East of this point;

THENCE along the Northeasterly line of said City of Camas tract the following courses and distances:

THENCE around said 405.00 foot radius curve to the right 141.15 feet to the TRUE POINT OF BEGINNING;

THENCE around said 405.00 foot radius curve to the right 63.00 feet;

THENCE South 04° 31' 09" East 225.73 feet to a 470.00 foot radius curve to the left;

THENCE around said 470.00 foot radius curve to the left 462.68 feet;

THENCE South 60° 55' 20" East 1322.03 feet to the Southwest corner of that tract described as Parcel G in that deed conveyed to Lake Development, Inc., by deed recorded in Auditor's File No. 3465109, Clark County records;

THENCE North 26° 24' 50" East, along the West line of said Parcel G, 238.70 feet;



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THENCE North 45° 32' 21" West 56.43 feet;

THENCE North 44° 31' 04" West 400.82 feet;

THENCE North 56° 22' 01" West 462.25 feet;

THENCE North 63° 08' 44" West 350.12 feet;

THENCE North 57° 05' 57" West 238.78 feet;

THENCE North 47° 40' 13" West 343.87 feet to a point which bears North 78° 46' 24" East from the TRUE POINT OF BEGINNING;

THENCE South 78° 46' 24" West 57.16 feet to the TRUE POINT OF BEGINNING.

EXCEPT:

A parcel of property lying in a portion of Section 28, Township 2 North, Range 3 East of the Willamette Meridian, Clark County, Washington, described as follows:

COMMENCING at the most Southerly, Southeast corner of Camas Meadows Corporate Center Phase 1, a subdivision recorded in Book 310 of Plats at Page 691, Clark County records, said point being on the South right of way line of Northwest Camas Meadows Drive;

THENCE North 56° 35' 58" East along the Southeasterly line of said Corporate Center 60.00 feet to the North line of NW Camas Meadows Drive, said point being the most Northerly corner of that tract conveyed to the City of Camas by deed recorded in Auditor's File No. 3380524, Clark County records, said point lying on a 405.00 foot radius curve to the right with a tangent bearing into said curve of South 33° 24' 02" East of this point;

THENCE along the Northeasterly line of said City of Camas tract the following courses and distances:

THENCE around said 405.00 foot radius curve to the right 141.15 feet;



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THENCE continuing around said 405.00 foot radius curve to the right 63.00 feet;

THENCE South 04° 31' 09" East 225.73 feet to a 470.00 foot radius curve to the left;

THENCE around said 470.00 foot radius curve to the left 462.68 feet;

THENCE South 60° 55' 20" East 1322.03 feet to the Southwest corner of that tract described as Parcel G in that deed conveyed to Lake Development, Inc., by deed recorded in Auditor's File No. 3465109, Clark County records, said point being the TRUE POINT OF BEGINNING;

THENCE North 26° 24' 50" East, along the West line of said Parcel G, 238.70 feet;

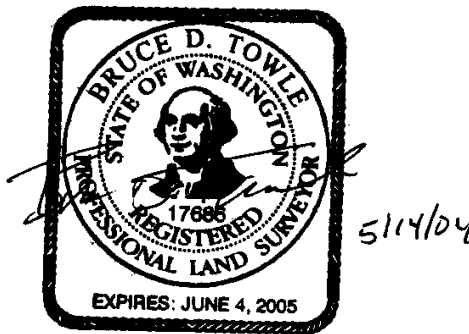
THENCE North 45° 32' 21" West along said West line 56.43 feet;

THENCE North 44° 31' 04" West leaving said West line 78.53 feet;

THENCE South 28° 07' 46" West 275.63 feet to the North line of said City of Camas tract;

THENCE South 60° 55' 20" East along said North line 136.27 feet to the TRUE POINT OF BEGINNING.

Containing 13.80 acres, more or less.





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LEGAL DESCRIPTION FOR RICK BOWLER
Camas Meadows Golf Course 34,000 S.F. Parcel

April 14, 2004

A parcel of property lying in a portion of Section 28, Township 2 North, Range 3 East of the Willamette Meridian, Clark County, Washington, described as follows:

COMMENCING at the most Southerly, Southeast corner of Camas Meadows Corporate Center Phase 1, a subdivision recorded in Book 310 of Plats at Page 691, Clark County records, said point being on the South right of way line of Northwest Camas Meadows Drive;

THENCE North 56° 35' 58" East along the Southeasterly line of said Corporate Center 60.00 feet to the North line of NW Camas Meadows Drive, said point being the most Northerly corner of that tract conveyed to the City of Camas by deed recorded in Auditor's File No. 3380524, Clark County records, said point lying on a 405.00 foot radius curve to the right with a tangent bearing into said curve of South 33° 24' 02" East of this point;

THENCE along the Northeasterly line of said City of Camas tract the following courses and distances:

THENCE around said 405.00 foot radius curve to the right 141.15 feet;

THENCE continuing around said 405.00 foot radius curve to the right 63.00 feet;

THENCE South 04° 31' 09" East 225.73 feet to a 470.00 foot radius curve to the left;

THENCE around said 470.00 foot radius curve to the left 462.68 feet;

THENCE South 60° 55' 20" East 1322.03 feet to the Southwest corner of that tract described as Parcel G in that deed conveyed to Lake Development, Inc., by deed recorded in Auditor's File No. 3465109, Clark County records, said point being the TRUE POINT OF BEGINNING;

THENCE North 26° 24' 50" East, along the West line of said Parcel G, 238.70 feet;



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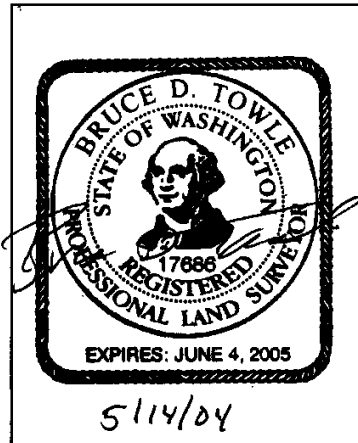
THENCE North 45° 32' 21" West along said West line 56.43 feet;

THENCE North 44° 31' 04" West leaving said West line 78.53 feet;

THENCE South 28° 07' 46" West 275.63 feet to the North line of said City of Camas tract;

THENCE South 60° 55' 20" East along said North line 136.27 feet to the TRUE POINT OF BEGINNING.

Containing 34000 square feet, more or less.





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EXHIBIT "B"

DEVELOPMENT STANDARDS

DEVELOPMENT AGREEMENT
EXHIBIT "B"

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Camas Meadows Corporate Center

Proposed Lot Development Standards

Development Standards Proposed Amendments (PID) CMC 18.54.100	Proposed Standard Tier 1 (Lots < 5 Acres)	Proposed Standard Tier 2 (> 5.1 Acres)
Lot Standards:		
Minimum Lot Size	2 Acres	5 2 Acres
Minimum Average Lot Width	200 Feet	200 Feet
Minimum Average Lot Depth	200 Feet	200 Feet
Minimum Front Yard Setback Parking	40 Feet ¹	50 Feet ¹
Minimum Front Yard Setback Building	40 Feet ²	50 Feet ²
Minimum Side Yard Setback	20 Feet ⁴	20 Feet ⁴
Minimum Rear Yard Setback	10 Feet ⁵	10 Feet ⁵
Minimum Street Side Yard Setback Parking	20 Feet ¹	20 Feet ¹
Minimum Street Side Yard Setback Building	20 Feet ²	20 Feet ²
Minimum Landscape Area	15 %	15 %
Building Standards:		
Lot Coverage	50%	50%
Building Separation	Per UBC	Per UBC
Parking Standards	Per Table 18.54.031C ³	Per Table 18.54.031C ³
Height Restrictions Setbacks Increase 1 Foot Horizontal For Each Additional 1 Foot of Vertical Building Elevation Over 60 Feet	60 Feet	60 Feet

1. Front yard setbacks shall be enhanced with a (Type A Landscape Buffer).
2. Any structure regardless of location shall have a minimum 15 foot landscape area along facades facing any street and a minimum 10 foot landscape area on all other building elevations. The landscape area may include live plantings, pedestrian access, pedestrian plazas, fountains, sculpture and signage.
3. The Planning Director may adjust parking requirements to reflect actual parking requirements.
4. Side yard setbacks shall be enhanced with a (Type B or Type C Landscape Buffer)
5. Rear yard setbacks shall be enhanced with a (Type B, Type C or Type D Buffer)

Note:

The above standards are proposed to be implemented through the City of Camas Planned Industrial Development Overlay (PID) Ordinance 18.54.100.



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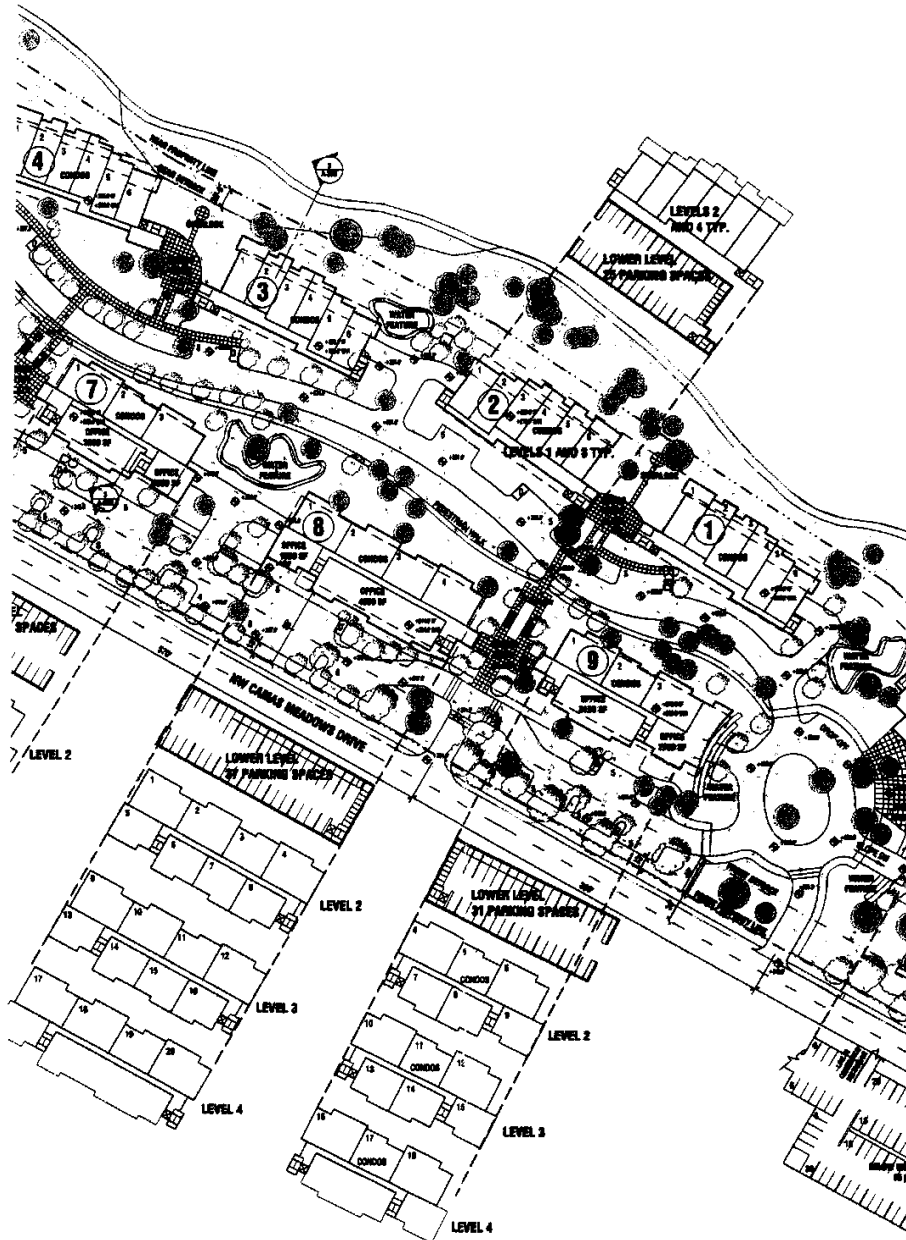
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EXHIBIT "C"

MASTER PLAN

DEVELOPMENT AGREEMENT
EXHIBIT "C"

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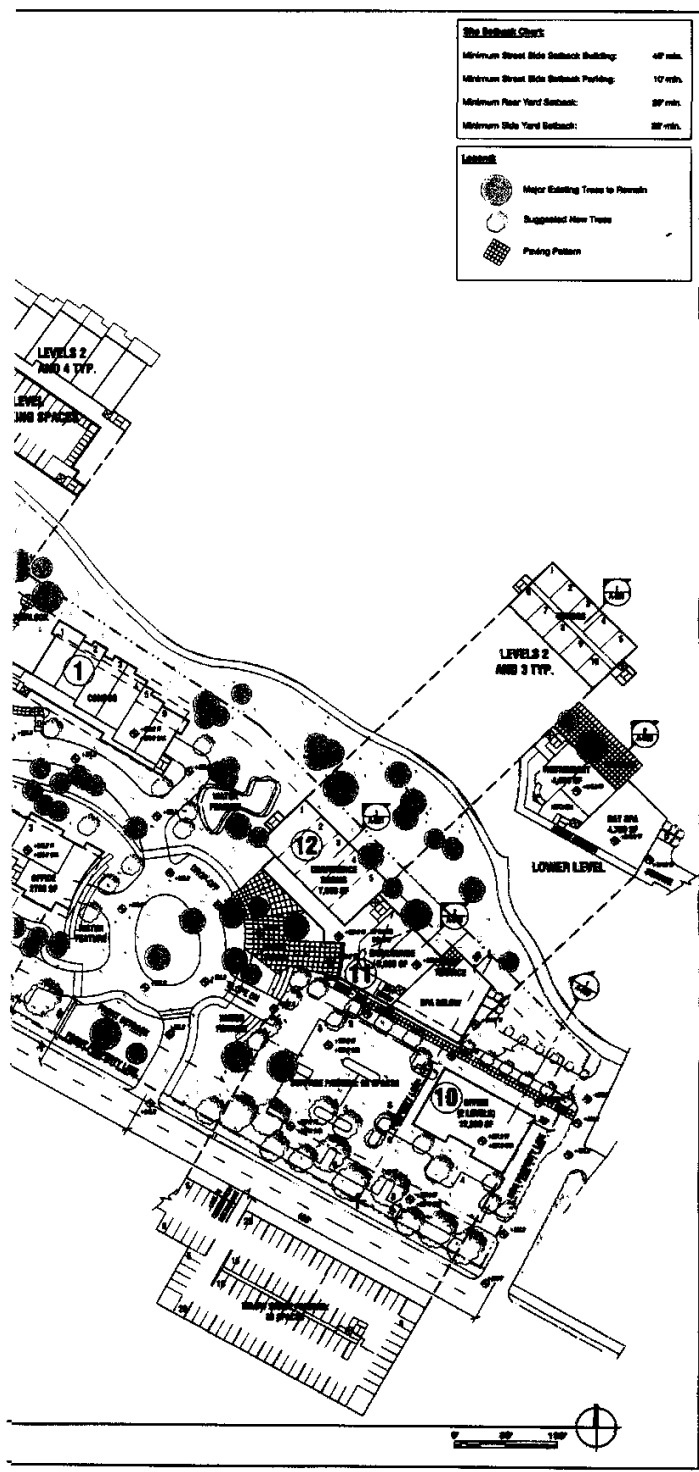
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FLETCHER FARL AYOTTE, P.C.
ARCHITECTURAL PLANNING SERVICES
200 S.W. THIRD AVENUE / SUITE 200
PORTLAND, OREGON 97204 USA
PHONE 503.241.1111 FAX 503.241.1112
WWW.FFA-ARCHITECTS.COM

Ambiance

NW Carnas Meadows Dr.
Carnas, WA

DESIGN REVIEW

PROJECT NUMBER:	10000
DATE:	05-07-04
DRAWN:	
APPROVED:	
PLATT DATE:	
REVISIONS:	

SITE PLAN
A1.00

EXHIBIT "D"
LOT RECONFIGURATION

DEVELOPMENT AGREEMENT
EXHIBIT "D"

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