

After Recording, Return to:

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## VEGETATION REMOVAL AND MAINTENANCE AGREEMENT AND COVENANT

Grantors: Pahlisch Homes Inc., a Washington corporation; City of Camas, a Washington municipal corporation

Grantees: City of Camas, a Washington municipal corporation; Pahlisch Homes Inc., a Washington corporation

Abbreviated Legal Description: Lake Hills Lots 51, and 52; City Parcel 986031877

Assessor's Tax Parcel ID#: 986035674 (City's parcel); 986035673 (Lake Hills Lot 51), and 986035674 (Lake Hills Lot 52)

Reference Nos. of Documents Released or Assigned: Development Agreement Lake Hills AF#4859715 (6/1/12)

An AGREEMENT and COVENANT, by and between the City of Camas ("City"), and Pahlisch Homes Inc., a Washington corporation ("Pahlisch" / "Owner") (both collectively "Parties"), is entered into, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

WHEREAS, Pahlisch owns real property located in Clark County, Washington (Lake Hills Lots 51 and 52 / "Pahlisch Property" / "subject property"), which property is more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference; and

WHEREAS, the City purchased approximately seven (7) acres currently identified as parcel 986031877 ("City Parcel") located to the north of the subject Property, as a part of a negotiated preservation transaction detailed in a 2012 Development Agreement ("Agreement") recorded as Clark County Auditor File No. 4859715 and effective for ten (10) years or as otherwise extended or terminated through mutual consent;

WHEREAS, the Agreement Section 5(I) provides, in relevant part, that the City in its sole discretion will moderate tree removal and pruning on the City Parcel based upon the assessment and direction of an arborist regarding northerly view sheds and corridors for certain

parcels, including the subject Property, and whereas the Parties agree that the term “northerly” as used in this provision was intended to be generally and liberally interpreted to mean either a northerly, easterly, or northeasterly direction, as determined by the City, arborist and Owner to be the most reasonable direction based on parcel development details;

WHEREAS, an arborist report was generated in December 17, 2012 and a supplemental arborist report was generated in August 25, 2014; and

WHEREAS, the City issued correspondence dated October 3, 2014, setting forth certain terms and conditions related to the administration of the ~~northerly~~-view sheds and corridors for Lake Hills lots 49 through 52, including the subject Property. This correspondence provides, in relevant part, that the subject Property has a varying degree of tree coverage behind it to the north; and the City agrees to consider on a case-by-case basis the establishment of a view corridor which may be achieved through limited pruning and/or vegetation removal, subject to satisfaction of conditions summarized in the October 3, 2014 correspondence; and

WHEREAS, footprints and elevations have been established on lots 51 and 52, as depicted in **EXHIBIT B**, in a manner that provides sufficient basis for the City to move forward with initial view corridor considerations for lots 51 and 52;

WHEREAS, the Owners have submitted an assessment by a wetland biologist to the City addressing view corridor impacts to the functions and values of the City’s wetland, attached hereto as **EXHIBIT C**; and

WHEREAS, an additional supplemental final arborist report was generated August 29, 2016 by GRO Outdoor Living, certified arborist Colton Chambers, PN6453-A, to provide specific tree removal recommendations and recommendations for ~~northerly~~-view accommodations for the subject property Lots 51 and 52, with said report attached hereto as **EXHIBIT D**, and

WHEREAS, mitigation plans for the tree removal recommendations for subject property Lots 51 and 52, as specified in the August 29, 2016 GRO Outdoor Living report, are attached hereto as **EXHIBIT E**; and

WHEREAS, Owners and the City agree that a view corridor serving the subject Property (Lake Hills Lots 51, and 52) is appropriate as depicted in **EXHIBIT F** as conditioned herein. Tree and vegetation removal and modification within the view corridor shall be pursuant to the GRO Outdoor Living reports and plans approved by the City and attached as exhibits to this Agreement and Covenant, and the terms and conditions associated with this view corridor shall be formalized through this Covenant and Agreement executed by the Owners and City;

NOW, THEREFORE, the City and Owners agree to the following terms and conditions, which shall constitute a covenant running with the Pahlisch Property and City Parcel, and agree that to the extent that this Agreement and Covenant and attached exhibits modify content in any previously executed Development Agreement(s) applicable to the Pahlisch Property, or City Property, regarding view corridor terms, the terms of this Agreement and Covenant and

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exhibits are binding, and the Parties agree to waive any contrary terms or provisions in any previously executed Development Agreements(s):

## **ARTICLE I**

### **VEGETATION REMOVAL AND MAINTENANCE COVENANT**

1. A view corridor is authorized to serve the subject Property Lots 51 and 52, subject to the terms and conditions herein.
2. The maximum dimensions of the view corridor are depicted on **EXHIBIT F**.
3. Within this view corridor, trees and vegetation may be modified and/or removed as listed in **EXHIBIT G**. This **EXHIBIT G** identifies each specific tree or other vegetation to be altered or removed. This identification includes the size and species of each tree or other vegetation, and includes only those trees for which removal or modification is the only alternative that will address hazard conditions and afford reasonable view possibilities, as detailed in the August 29, 2016 GRO Outdoor Living Report attached as **EXHIBIT D**. **All other vegetation within the view corridor will remain unaltered, except as otherwise explicitly provided in this Agreement and Covenant.**
4. Except as provided in **EXHIBIT G**, following completion of initial action to create the subject view corridor, no trees or vegetation upon the City Parcel (Clark County parcel 986035674) shall be modified or removed, except through explicit written proposals approved by the City based on specific identification of each tree or other vegetation to be altered or removed, including the size and species of each tree or other vegetation, alternatives considered and employed to minimize impact to the corridor area, and a supporting report by a certified arborist. Any subsequently approved plans shall be attached as addendum exhibits to this Agreement and Covenant. This procedure applies to future action to maintain view corridor conditions, including but not limited to pruning, limbing, or other modification. The certified arborist's report shall be based on current best management practices accepted as an industry standard within the profession.
5. The modification and/or removal authorized herein avoids topping of coniferous trees and provides for selective trimming as opposed to topping of deciduous trees whenever possible.
6. The Owners agree to replace any trees removed from the City Tract (Clark County parcel 986035674) at a ratio of 2:1, provided that pruning, limbing or other modification short of actual removal shall not trigger this provision. The mitigation plans for Lots 51 and 52, attached as **EXHIBIT E**, are approved and satisfy the 2:1 mitigation requirement with respect to work defined on **EXHIBIT G**.

7. The Owners agree to provide reasonable advance notice to the City to enable the City to supervise any modification, removal and/or maintenance of any vegetation or trees within the corridor area.

Subject to general City regulations regarding hazard trees, nothing in this Covenant shall restrict or impair the Owners' ability to take action regarding hazard trees. In addition, Owners may present additional view corridor requests to the City for future consideration.

## **ARTICLE II**

### **GENERAL PROVISIONS**

2.1 The provisions of this Covenant are enforceable in law or equity by the City and Owners and their successors and assigns. In addition to any other remedies available to the City for enforcement of this covenant, compliance with this covenant is subject to the City's code enforcement authority pursuant to CMC 18.55.400, et seq.

2.2 This Covenant shall run with the land and be binding upon the City and Owners and their successors and assigns.

2.3 If any provision of this Covenant or the application of any provision to any person or circumstance is declared invalid, then the remainder of the Covenant, or the application of the provision to other persons or circumstances, shall not be affected.

2.4 A copy of this Covenant will be recorded with the Clark County Auditor.

2.5 The City and Owners agree to the foregoing terms and conditions and specifications detailed on exhibits attached hereto, which shall constitute a covenant running with the Pahlisch Property and City Parcel, and agree that to the extent that this Agreement and Covenant and attached exhibits modify content in the any previously executed Development Agreement(s) or maps or schematics applicable to the Pahlisch Property or City Property regarding view corridors and associated vegetative management, the terms of this Agreement and Covenant are binding, and the Parties agree to waive any contrary terms or provisions in any previously executed Development Agreements(s) and maps and schematics.

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Pahlisch Homes, Inc.

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF CLARK )

Dated this \_\_\_\_ day of \_\_\_\_\_, 2016.

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City of Camas

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF WASHINGTON )

) ss.

COUNTY OF CLARK )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ 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 \_\_\_\_\_ 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 this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public for the State of Washington  
My Commission Expires: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

## **EXHIBIT LIST – INDEX**

**EXHIBIT A – FULL LEGAL DESCRIPTION: PAHLISCH PROPERTY (51 AND 52)**

**EXHIBIT B – HOUSING FOOTPRINT AND ELEVATION**

**EXHIBIT C – WETLAND BIOLOGIST REPORT**

**EXHIBIT D – FINAL AUGUST 29, 2016 GRO OUTDOOR LIVING ARBORIST  
REPORT FOR LOTS 51 AND 52**

**EXHIBIT E – FINAL SEPTEMBER 8, 2016 GRO OUTDOOR LIVING ARBORIST  
MITIGATION PLANS FOR LOTS 51 AND 52**

**EXHIBIT F – MAP OF VIEW CORRIDOR**

**EXHIBIT G – SPECIFIC LISTS OF TREES IDENTIFIED BY NUMBER: APPROVED  
FOR MODIFICATION OR REMOVAL**