

After recording, return to:

STEVE C. MORASCH
Landerholm, P.S.
P.O. Box 1086
Vancouver, WA 98666-1086

Tax Lot 125186-000 and 125185-000
Section 4, T1N, R3E WM

Space Above for Recording Information Only

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into by and between the City of Camas, a Washington Municipal Corporation, ("City,"); and, MCINTOSH RIDGE PRD LLC, ("McIntosh") collectively referred to as the "Parties";

RECITALS

WHEREAS, McIntosh had applied for a subdivision known as Dawson's Ridge Subdivision, City File No. SUB #17-02; and

WHEREAS, said preliminary plat application pertains to certain real property situate at Clark County tax parcel numbers 127175-000, 127162-007 and 127144-000 (the "McIntosh Property"); and

WHEREAS, the City and McIntosh agree that the Final Order on the proposed subdivision should include as a condition of approval the following:

For McIntosh improvements, the Applicant shall be required to provide standard half-width roadway improvements, subject to sidewalk deviation that has been approved, unless the Applicant may enter into a Development Agreement to pay a fee, or transfer other property or improvements of equivalent value, to the City in lieu of actual construction of those improvements. The fee shall be in the amount of estimated costs of constructing the improvement.

and

WHEREAS, McIntosh owns or controls the McIntosh Property subject to the Final Order as referenced herein; and

WHEREAS, McIntosh further owns or controls certain real property located in the City of Camas, Washington, under Clark County tax parcel number 127505-000, more particularly described in the attached Exhibit "A" and is incorporated by reference herein ("Tract A, 13th Avenue Short Plat"), subject to Engineering Condition 6 (referred to herein as "Condition 6") of the Notice and Decision and Staff Report for the Preliminary Short Plat for the 13th Avenue Short Plat, reference City File SP04-02, which states: "Prior to final plat approval, the applicant shall install and have inspected to the City's satisfaction the 6' wide asphalt paved trail through Tract A as illustrated on the 10-2-2014 plan layout."; and

WHEREAS, the City intends on making improvements to McIntosh Road in the vicinity of the McIntosh Property and intends to improve the trail referred to in Condition 6; and

WHEREAS, the City desires to obtain the Tract A, 13th Avenue Short Plat from McIntosh and also desires to obtain a portion of the McIntosh Property described on Exhibit B (the "McIntosh Tract") and desires to obtain construction of a trail on the McIntosh Tract described on Exhibit C (the "McIntosh Trail"); and

WHEREAS, the City has determined that the collective costs of the proposed conditioned frontage improvements on McIntosh Road, together with the construction of the trail in satisfaction of Condition 6 is approximately equivalent to the combined fair market value of Tract A, 13th Avenue Short Plat, the McIntosh Tract and construction of the McIntosh Trail; and

WHEREAS, the City provided language in the proposed condition of approval the developer may pay the City the estimated cost of the 1/2 street improvement, or equivalent value in land and other improvements, in lieu of developer making improvements to McIntosh Road avoiding waste and maximizing benefit to the City; and,

WHEREAS, the City is a Washington Municipal Corporation with land use planning and permitting authority over all land within its corporate limits; and,

WHEREAS, the City, has the authority to enter into Development Agreements pursuant to RCW 36.70B.170; and,

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 is 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; and,

WHEREAS, the City is further authorized to enter into Development Agreement pursuant to Camas Municipal Code ("CMC") 18.55.340 and CMC 18.22.060; and,

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Development Agreement

This Agreement is a Development Agreement to be implemented in accordance with RCW 36.70B.170 through RCW 36.70B.210, CMC 18.55.340 and CMC 18.22.060. It shall become a contract between McIntosh and the City upon the City's approval by ordinance or resolution following a public hearing as provided for in RCW 36.70B.170, CMC 18.55.340 and CMC 18.22 and execution of the Agreement by all Parties.

Section 2. Effective Date and Duration of Agreement

This Agreement shall take effect immediately upon its adoption by the City Council and recording and shall terminate on the later of six months from the date of preliminary plat approval for the Dawson's Ridge Subdivision (or any similar PRD approval for the development of the McIntosh Property) or closing of the sale of the Tract A, 13th Avenue Short Plat and the McIntosh Tract and construction of the McIntosh Trail; whichever shall occur later.

Section 3. City Obligation

The consideration for the transfer and construction obligations outlined in Section 4, below, shall be the City's assumption of the obligation to construct the McIntosh Road improvements identified in the proposed Engineering condition identified in the Recitals, above to be imposed on the Dawson's Ridge Subdivision, SUB #17-02 (or any similar PRD approval for the development of the McIntosh Property). As further consideration for the transfer and construction obligations outlined in Section 4, below, the City shall assume the obligation to construct the trail referred to in Condition 6 in satisfaction of condition 6.

Section 4. Transfer of Property

Transfer of the Tract A, 13th Avenue Short Plat and the McIntosh Tract shall occur by execution by McIntosh of a statutory warranty deed to the City of Camas, which shall be delivered and recorded, and construction of the McIntosh Trail shall occur, prior to or concurrently with final plat recording of the Dawson's Ridge Subdivision (or any similar PRD approval for the development of the McIntosh Property). City shall accept escrowed funds for

required improvements that have not been completed at time of final plat. Upon final acceptance of project the funds will be released to McIntosh. The City shall assume and pay all closing costs, including any policy of title insurance, associated with recording the Warranty Deed referenced herein.

Section 5. Waiver

Failure by either party at any time to require performance by the other party of any of the provisions hereof shall in no way affect the parties' rights hereunder to enforce the same, nor shall any waiver by a party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.

Section 6. Venue

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Washington. The parties agree to venue in the Superior Court for Clark County, State of Washington, to resolve any disputes that may arise under this Agreement.

Section 7. Entire Agreement/Modifications

This Agreement constitutes the entire agreement between and among the Parties with respect to the subject matter herein contained and all prior negotiations, discussions, writings and agreements between the Parties with respect to the subject matter herein contained are superseded and of no further effect, unless expressly provided for in this Agreement. This Agreement cannot be amended or modified without a writing signed by all of the Parties hereto. Pursuant to RCW 36.70B.170(4), the City reserves the authority to impose new or different regulations to the extent required by a serious threat to public health and safety.

Section 8. Captions

The captions contained in this Agreement were inserted for the convenience of reference only. They do not in any manner define, limit, or describe the provisions of this Agreement or the intentions of the Parties.

Section 9. Gender/Singular/Plural

Whenever masculine, feminine, neutral, singular, plural, conjunctive, or disjunctive terms are used in this Agreement, they shall be construed to read in whatever form is appropriate to make this Agreement applicable to all the Parties and all circumstances, except where the context of this Agreement clearly dictates otherwise.

Section 10. Severability

If any portion of this Agreement shall be invalid or unenforceable to any extent, the validity of the remaining provisions shall not be affected thereby.

Section 11. Inconsistencies

If any provisions of the Camas Municipal Code are deemed inconsistent with the provisions of this Agreement, the provisions of this Amendment shall prevail.

Section 12. Binding on Successors and Recording.

This Agreement shall run with the land and be binding upon and inure to the benefit of the Parties, and their respective heirs, successors and assigns. This Agreement shall be recorded against the real property situate at Clark County tax parcel numbers 127175-000, 127162-007 and 127144-000.

Section 13. Recitals.

Each of the recitals contained herein are intended to be, and are incorporated as, covenants between the parties and shall be so construed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates set forth below:

CITY OF CAMAS, WASHINGTON

By (person signing) _____
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/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and

acknowledged it as _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2017.

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My appointment expires: _____

MCINTOSH RIDGE PRD LLC

By (person signing) _____
Title _____

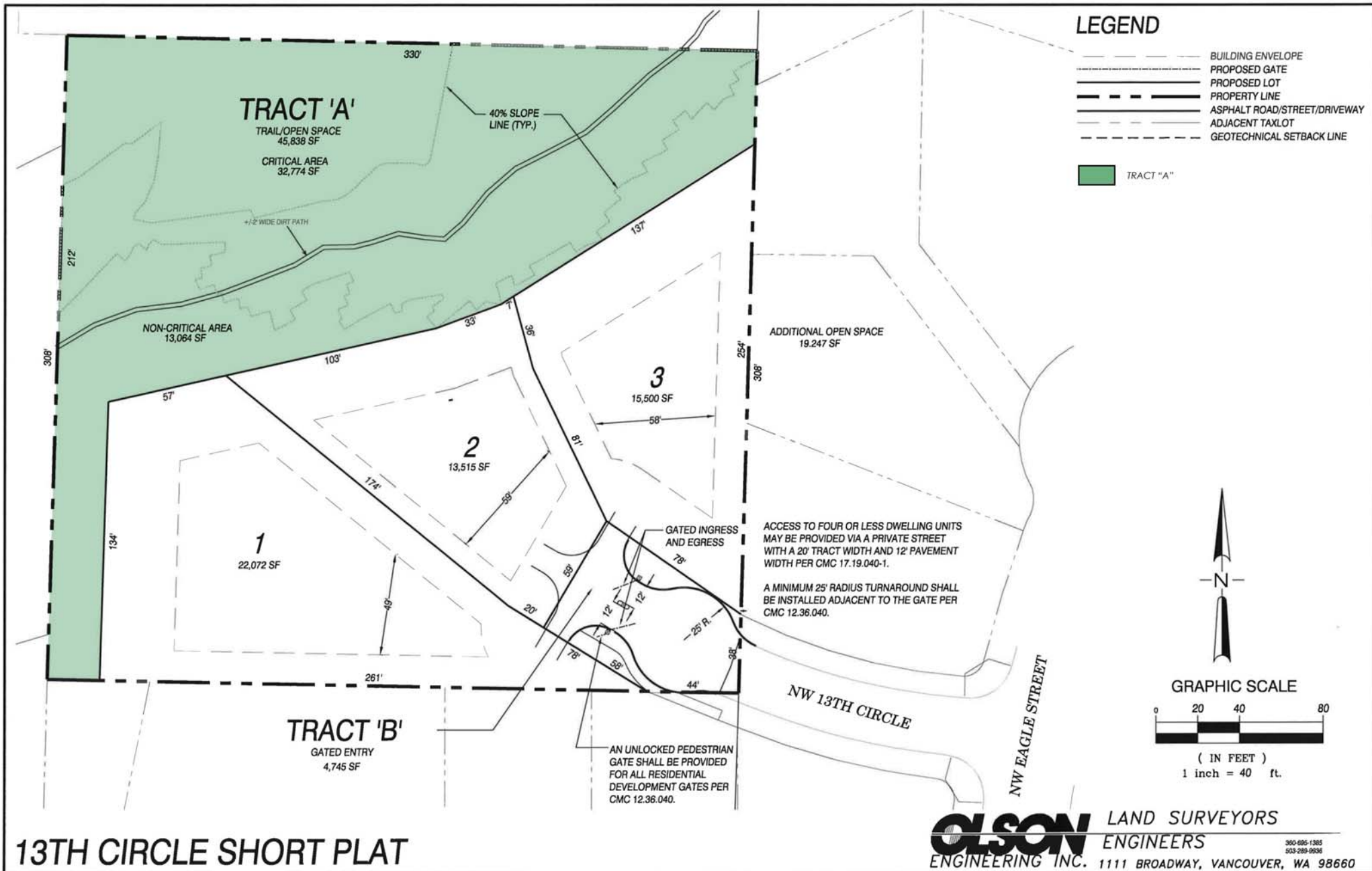
STATE OF WASHINGTON)
) ss.
County of Clark)

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

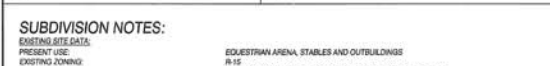
Dated: _____, 2017.

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My appointment expires: _____

EXHIBIT A



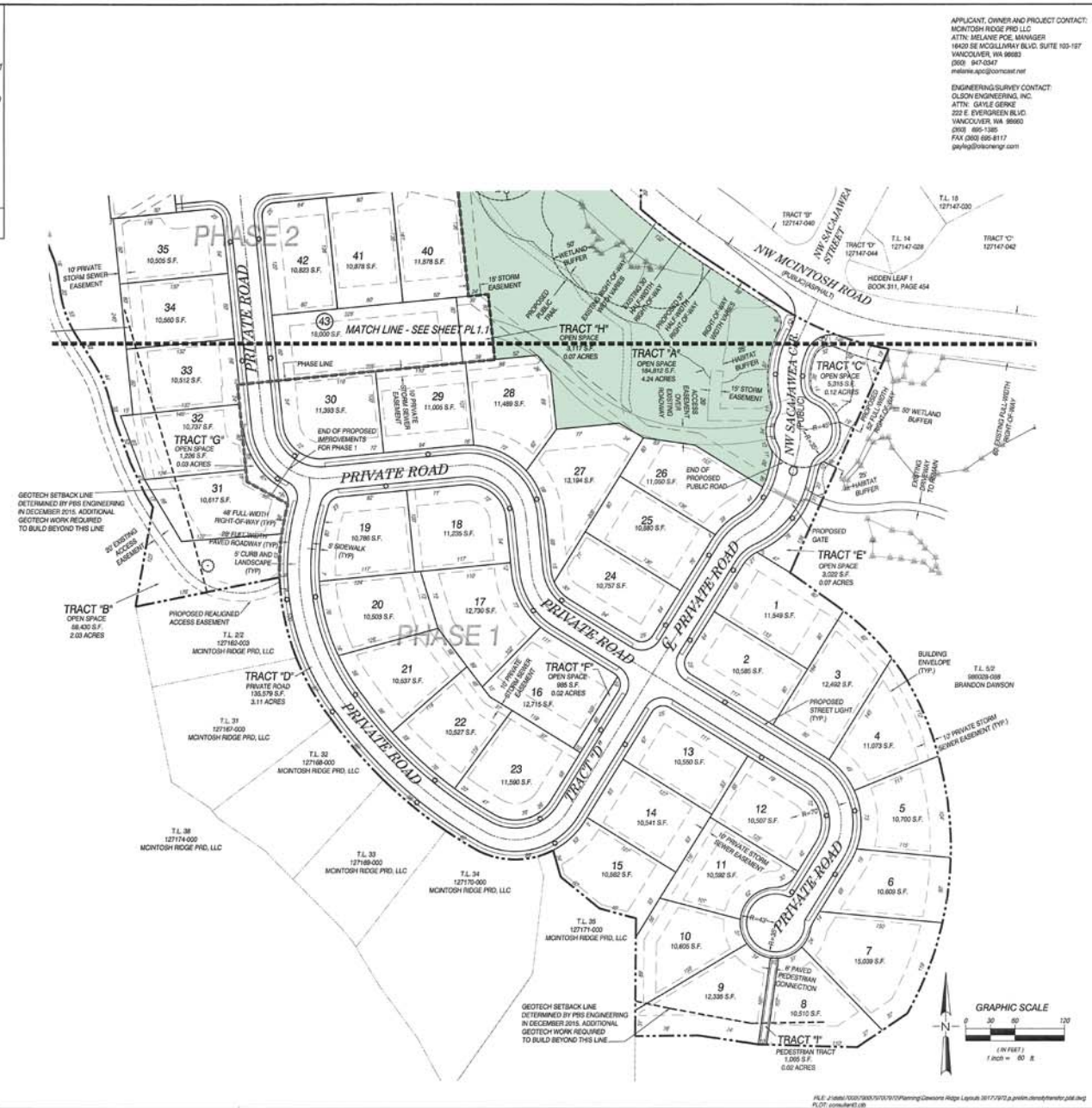
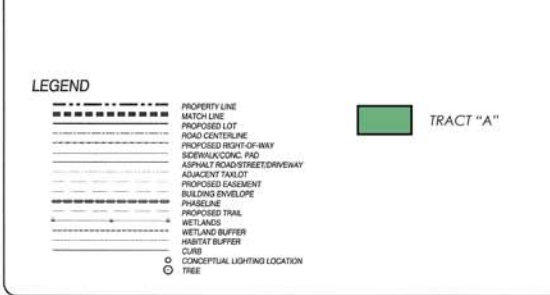
13TH CIRCLE SHORT PLAT



DEVELOPMENT STANDARDS

MINIMUM LOT WIDTH: 80 FEET
 MINIMUM LOT DEPTH: 100 FEET
 MINIMUM LOT SIZE: 10,900 SF
 MAXIMUM LOT SIZE: 18,900 SF
 MAXIMUM LOT COVERAGE: 30%
 MAXIMUM BUILDING HEIGHT: 30'

BUILDING SETBACKS	
FRONT YARD (FEET)	20
SIDE YARD AND CORNER LOT REAR YARD (FEET)	5
STREET SIDE YARD (FEET)	20
REAR YARD (FEET)	25
LOT FRONTAGE ON A CUL-DE-SAC OR CURVE	30



APPLICANT, OWNER AND PROJECT CONTACT:
MONTOSH RIDGE PEG LLC
ATTN: MELANIE POE, MANAGER
1602 SE 160GILLHURST BLVD, SUITE 102-157
VANCOUVER, WA 98683
(206) 947-0347
melanie.apc@comcast.net

ENGINEERING/SURVEY CONTACT:
OLSON ENGINEERING, INC.
ATTN: GAYLE GERKE
222 E. EVERGREEN BLVD.
VANCOUVER, WA 98660
(206) 695-1385
FAX (206) 695-8117
gay@olsonengr.com

PRELIMINARY PLAT AND PHASING PLAN FOR:
DAWSON'S RIDGE SUBDIVISION

[illegible]

FILE: J:\data\2005\20057070707Planning\Downsized Ridge Layouts\16177972.pptm.dmsytransfer.ppt.dwg
PLOT: consultant.cad



EXISTING SITE DATA:	EQUESTRIAN ARENA, STABLES AND OUTBUILDINGS
PRESENT USE:	R-15
EXISTING ZONING:	21.74 ACRES (947,176 SF) PER SURVEY BY OLSON ENGINEERING
GROSS SITE AREA:	

PROPOSED SITE DATA:
PROPOSED USE:
PROPOSED DWELLING UNITS:

CRITICAL AREAS:

PROPOSED PRIVATE ROAD:
PROPOSED ON-SITE ROAD RIGHTS-OF-WAY:
PROPOSED PEDESTRIAN AND BICYCLE FACILITIES:
PROPOSED EASEMENTS FOR ACCESS, DRAINAGE,
UTILITIES ETC.
PROPOSED OPEN SPACE AND/OR LANDSCAPE TRACTS:
PROPOSED LANDSCAPING (LANDSCAPE PLAN):
PROPOSED UTILITIES:
PROPOSED LIGHTING:
PROPOSED GATES:

TRACT 'A' IS A TRAIL SYSTEM AND OPEN SPACE
TRACT 'B' IS OPEN SPACE/STORM FACILITY
TRACT 'C' IS OPEN SPACE
TRACT 'D' IS A PRIVATE ROAD TO BENEFIT LOTS 1 THROUGH 43, L.L. 2,2, L.L. 31, L.L. 32, L.L. 33, L.L. 34, L.L. 35 AND L.L. 39
TRACT 'E' IS OPEN SPACE
TRACT 'F' IS OPEN SPACE
TRACT 'G' IS OPEN SPACE
TRACT 'H' IS OPEN SPACE
TRACT 'I' IS A POND STRAIN TRACT

DENSITY CALCULATIONS

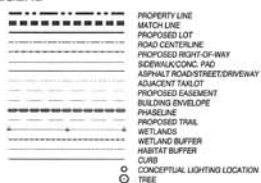
MAXIMUM DENSITY
2.9 DWELLING UNITS/GROSS ACRE
21.74 GROSS SITE ACREAGE X 2.9 DW/ACRE = 63 TOTAL LOTS ALLOWED
43 LOTS ARE PROPOSED AS SHOWN

DEVELOPMENT STANDARDS

MINIMUM LOT WIDTH: 80 FEET
MINIMUM LOT DEPTH: 100 FEET
MINIMUM LOT SIZE: 10,500 SF
MAXIMUM LOT SIZE: 18,000 SF
MAXIMUM LOT COVERAGE: 35%
MAXIMUM BUILDING HEIGHT: 30'

FRONT YARD (FEET)	20
SIDE YARD AND CORNER LOT REAR YARD (FEET)	5
STREET SIDE YARD (FEET)	20
REAR YARD (FEET)	25
LOT FRONTAGE ON A 1/2-1/4-3/4-3/4 CORNER	30

LEGEND



PROPOSED TRAIL



APPLICANT, OWNER AND PROJECT CONTACT:
MCINTOSH RIDGE PRD LLC
ATTN: MELANIE POE, MANAGER
16420 SE MCGILLWRAY BLVD, SUITE 103-157
VANCOUVER, WA 98083
(206) 947-0347
melanie.apo@comcast.net

ENGINEERING/SURVEY CONTACT
OLSON ENGINEERING, INC.
ATTN: GAYLE GERKE
222 E. EVERGREEN BLVD.
VANCOUVER, WA 98660
(360) 695-1385
FAX (360) 695-8117
payleg@olsonenr.com

PRELIMINARY PLAT AND PHASING PLAN FOR:

DAWSON'S RIDGE SUBDIVISION



CHANGES / REVISIONS

DESCRIPTION:	DATE:
ADDED TRACY P. FREDERSON TRACT	JULY 2017

DESIGNED: GEO

DRAWM: GEO MS B.W.

CHECKED: RFS

DATE: MAY 2017

SCALE: N = 60

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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DRAWING PAGE SUBVISION

Job No. 79-2-00.01

SHEET

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PLOT: consultant.ctb