



LANDERHOLM

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December 12, 2017

Ms. Sarah Fox
City of Camas Community Development
616 NE Fourth Avenue
Camas WA 98607

Re: Dawson Ridge Subdivision

Dear Ms. Fox:

I wanted to thank you and the other members of City staff for taking the time to meet with us yesterday. Following up on our meeting, I wanted to outline for the record the areas I believe we are in agreement with staff for some minor clarifications to the conditions. There are still a couple issues we may need to resolve at the hearing, including whether geohazard setbacks can be on private lots, whether permanent critical area fencing can be deferred until occupancy, whether this site is the appropriate location for a viewpoint, but I think we have reached consensus on the majority of the issues.

Here are my notes from the meeting regarding the points we discussed and tentatively agreed upon, with a few additional proposals as noted:

- The applicant agrees to the language of Plat Note 1 relating to ADU/ADA's being allowed in the CC&Rs.
- City staff supports allowing lot sizes to be reduced below 10,500 square feet and lot width and setback standards to be reduced in order to reduce impacts to lot sizes related to lots adjacent to critical areas. City staff also supports the width where the setback is measured on the cul-de-sac lots to be reduced from 80 feet to 50 feet.
- City staff supports changing proposed Plat Note 4 to increase the lot coverage standard from 35 percent to 40 percent to allow more flexibility for ADU and ADA dwellings. We would propose that the plat note allow 50% on all lots to more easily accommodate ADA dwellings and 60% on any lots that are developed with an ADU based on the approval for the Parklands project (see attached).
- City supports revision of Condition 39 to make it clear that fencing is not required around the perimeter of the stormwater pond itself (since it will be underground).
- City staff supports a revision to Condition 11 to move the language "to the extent feasible" to the beginning of the sentence to clarify that "to the extent feasible" applies

Re: **Dawson Ridge Subdivision**

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both to meeting the trail width and the ADA guidelines. The applicant requests that the trail width be allowed to range from 6' to 10', the range of width allowed in the PROS plan for a local trail.

- City staff supports a revision of Condition 40 to read as follows: "Retaining walls shall not exceed six feet in height along the side and rear property lines. If taller retaining walls are necessary and unavoidable, then they must be set back at least three feet for every additional retaining wall of up to six feet in height. The terraced three foot setback area must be landscaped and planted. Retaining walls over 42" are not allowed at the front property lines, unless they are terraced and setback by three feet for every additional three feet in height."
- City staff agreed that any trees shown on applicant's tree removal plan could be removed despite being located in a geohazard setback area and that any needed trail work could be done.
- Applicant requests that the geotechnical setback management zones be placed on private lots, not public tracts, consistent with the geotechnical study by applicant geotechnical engineer, which was confirmed by the City's geotechnical engineers. The engineers agreed that uses allowed in the setback management zone include patios, landscaping and fencing. The engineers also agreed that constructing habitable structures within the setback management zone would be contingent on additional geotechnical study on a lot-by-lot basis, and the structures should be supported directly on underlying basalt (see attached memo from PBS and Earth Eng [City reviewer] comments). These uses are consistent with private use on the lot. The applicant would agree to adjust the building envelopes to avoid the geotech setback line and place an easement over the setback.

Please let me know if I accurately captured the discussion from our meeting yesterday and if City staff agrees with the above.

Sincerely,

LANDERHOLM, P.S.



STEVE C. MORASCH
Attorney at Law

SCM/jsr

Attachment
A

5268706 AGR

RecFee - \$111.00 Pages: 39 - AARON BARR
Clark County, WA 03/28/2016 12:59

After recording, return to:

Aaron Barr
Parklands at Camas Meadows
1903 SE 12th Ave
Camas, WA 98607

Parcel # 175948-000 # 21 SEC 28 T2NR 3EWM
Parcel # 986031-050 # 48 SEC 28 T2NR 3EWM

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 (hereinafter referred to as the "City") and Parklands at Camas Meadows, LLC (hereinafter referred to as the "Owner") (and collectively referred to as "Parties").

RECITALS

WHEREAS, Owner owns or controls certain real property that is located within the City's municipal boundary and that is more fully described within the Master Plan and attached Exhibit "A", (hereinafter referred to as the "Property"); and,

WHEREAS, the City and the Owner recognize this area will develop with multiple uses and wish to provide predictability about the development standards that will apply to the Property over the course of its full development in order to increase efficient use of urban services and land, and provide compatibility amongst the various phases of the Property as they develop; 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 established a Mixed Use Planned Development Overlay Zone (hereinafter referred to as "MXPD") applicable to a portion of the property; and,

WHEREAS, development of land under the MXPD requires approval of a Master Plan and Development Agreement; and

WHEREAS, the Washington State Legislature has authorized the execution of Development Agreements between local governments and a person having ownership or control of real property within its jurisdiction pursuant to RCW 36.70B.170(1); and,

WHEREAS, pursuant to RCW 36.70B.170, a Development Agreement may set forth the development standards and other provisions that shall 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 shall 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 shall be consistent with applicable development regulations adopted by a local government planning under chapter 36.70A RCW; and

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 that 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; and

WHEREAS, for the purposes of this Agreement, "Development Standards" includes, but is not limited to, all of the standards listed in RCW 36.70B.170(3); and,

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Development Agreement. This Agreement is a Development Agreement to be implemented under the authority of and in accordance with RCW 36.70B.170 through RCW 36.70B.210. It shall become a contract between the Owner and the City upon its approval by ordinance or resolution following a public hearing as provided for in RCW 36.70B.170; and upon execution by all parties.

Section 2. Term of Agreement. This Agreement shall commence upon the Effective Date, and shall be valid for a period of Ten (10) years; unless extended or terminated by mutual consent of the Parties; provided however, if this Agreement or any initial land use applications related to the Property and filed within one year of the effective date of this Agreement, are appealed, the term of this Agreement shall be tolled for the time during which the appeal is pending or 18 months, whichever is less. The "Effective Date" shall be the date of recording, which shall occur within thirty days of the date of the adopting Resolution.

Section 3. Vesting. Any land use applications submitted with respect to the Property during the term of this Agreement, shall be vested to the following land use regulations and Development Standards in effect on the effective date of this Agreement CMC title 16.01-16.21; CMC 16.31; CMC Title 17 and CMC Title 18 (through Ordinance 15-017), unless otherwise provided for in this Agreement through Exhibit "B" Dimensional Standards or Exhibit "C" MXPDP Employment Uses. Any land use approvals affecting the Property issued after the effective date of this Agreement shall remain in effect during the term of this Agreement; provided however, that preliminary plat approvals shall be valid for a period of seven years from the date of the approval, regardless of whether the end of such seven years occurs during or after the term of this Agreement. The vesting provided for under this Agreement shall not apply to System Development Charges, Impact Fees or application or review fees.

Section 4. Master Plan. Parties agree to incorporate by reference **Exhibit D** The Parklands at Camas Meadows Master Plan (Master Plan) dated *January 14, 2016* as the Master Plan for development of the Property. The Master Plan provides the Parties with predictability regarding the future development of the Property. Minimum dimensional standards that the Owner shall utilize for development under the Master Plan are provided for in Exhibit "B". Owner agrees to make best efforts to obtain permits and construct a natural loop path and wetland interpretive overlook within a public access easement, to be maintained by the Owner consistent with the Master Plan. The trail and overlook will be constructed concurrent with the subdivision improvements for the initial phase. Consistent with Camas Municipal Code (CMC) 18.09.060 D. the lot size, width, depth and setback standards applicable to the R-15 portion of the site as shown on Exhibit "B" are herein negotiated consistent with the preservation of open space and trail development. The property may be developed with a maximum 42 single family lots, maximum 24 residential units in Building 2 of the business park, and a minimum of 90,000 square feet of business park building space. A number of studies have been completed that aided in the master plan as well as subdivision application already submitted to the city. Those studies include:

Phase 1 Environmental Site Assessment, Columbia West Engineering, Inc., August 31, 2015

Existing Conditions & Boundary Survey – without Trees (Sheets 1 and 2), Minister-Glaeser Surveying, Inc., December 10, 2015.

Existing Conditions & Boundary Survey – with Trees (Sheets 1 and 2), Minister-Glaeser Surveying, Inc., December 10, 2015.

City of Camas Archaeological Predetermination Survey of 542 NW 218th Ave, Camas, Washington, Applied Archaeological Research, Inc., March 17, 2015.

Parklands Executive Residential Subdivision And Parklands Business Park: Preliminary Stormwater Design Report (TIR), Kessi Consulting, January 24, 2016.

Parklands at Camas Meadows Traffic Impact Study, H. Lee & Associates, November 18, 2015

Wetland Delineation Report for Parklands at Camas Meadows Camas (Final Report), Washington, Ecological Land Services, Inc., December 15, 2015.

Geotechnical Site Investigation Parklands at Camas Meadows Camas, Washington, Columbia West Engineering, Inc., June 23, 2015.

Section 4.1 SEPA. The City issued a SEPA determination of nonsignificance regarding this Agreement and the Master Plan (SEPA 15-14). Impacts that are identified at future stages of the development that have been previously analyzed through this SEPA process shall not be re-analyzed, provided the future identified adverse impacts are substantially similar to and of the same or less intensity as those previously analyzed under this or other SEPA processes. Nothing in this Section shall preclude the City from requesting information on the potential adverse environmental impacts associated with a substantial change in the master plan that have not been previously analyzed as required under the State Environmental Policy Act.

Section 4.2 Flood Plain & Floodways. The Property includes land designated by the National Flood Insurance Programs (NFIP), Map Number 53011C0414D, with an effective date of September 5, 2012, as a Special Flood Hazard Area Subject To Inundation by the 1% Annual Chance Flood (Zone AE). Parties recognize the area under Zone AE are "frequently flooded areas" as defined in the Camas Municipal Code and as such no lot or portion of a newly created lot will be proposed, designed or platted to include any portion of the site Zoned AE under the aforementioned NFIP Map. All portions of the Property Zoned AE shall be placed in an Open Space tract at the time of plat approval.

Section 4.3 Phasing. Only the single family residential shall be required to build structures in phases. With the exception of the half-width street improvements along the entire frontage and all street-scaping per the submitted plan, which shall be completed prior to final platting of any residential lots, the Owner will have the ability to install roads, utilities, etc. as one complete project, provided a grading plan is submitted in advance to the City. The lots within the existing R-15 area shall be released upon subdivision approval. The ten (10) lots within Phase 2 shall be released upon the business park being graded, platted and ready for a prospective user to submit for site plan review. The final eight (8) lots within Phase 3 shall be released once building permit is acquired on either business park Building 2, 3, 4 (4A), or 5 (4B).

Section 4.4 Streetscape. Owner agrees to incorporate into its development application submittal package streetscape standards for primary streets within the Property addressing street specifications, tree spacing and species, sidewalk separation, trash receptacles, benches and other street amenities that will create an inviting, safe passage for not only vehicular but pedestrian and bicycle traffic. Streetscape standards will be consistent with the streetscape standards identified in the Master Plan. The Business Park Owners (or representative building association) are responsible to privately maintain all of the public streetscape and vegetation along their half street frontage of Camas Meadows Drive, including the pedestrian path and full width of any street center or median planter strips.

Section 4.5 NW Larkspur Street. All road barricades preventing circulation on NW Larkspur Street shall remain in place pending analysis of traffic and roadway conditions in the vicinity of the Property, and shall only be removed at the sole discretion of the City.

Section 5. Remedies. Should a disagreement arise between the City and Owner regarding the interpretation and application of this Agreement, 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 judicial action filed in the Clark County Superior Court.

Section 6. Performance. 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 7. 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 8. 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 9. Inconsistencies. If any provisions of the Camas Municipal Code or Master Plan are deemed inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail.

Section 10. Binding on Successors and Recording. The rights and obligations created by this Agreement are assignable and shall be binding upon and inure to the benefit of Owner, the City, and their respective heirs, successors and assigns. Only Owner and the City or their assigns shall have the right to enforce the terms of this Amendment. This Agreement shall be recorded against the real property indicated in the Master Plan with the Clark County Auditor.

Section 11. Recitals. Each of the recitals contained herein are intended to be, and are incorporated as, covenants between the parties and shall be so construed.

Section 12. Amendments. This Agreement may only be amended by mutual agreement of the parties. While nothing contained herein shall be construed to obligate either party to amend the Master Plan, it is recognized that future evolution of the City may warrant consideration of such issues. The City reserves authority to impose new or different regulations to the extent required by a serious threat to public health and safety pursuant to RCW 36.70B.

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

CITY OF CAMAS

By

Title

Mayor

PARKLANDS@CAMAS MEADOWS, LLC

By

Title

Manager

CHINOOK LAND OWNERS GROUP OF VANCOUVER, WASHINGTON, LLC

By

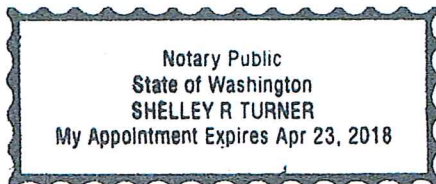
Title

GENERAL MANAGER

STATE OF WASHINGTON)
) ss.
County of Skamania)

I certify that I know or have satisfactory evidence that James McIntosh 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 this instrument and acknowledged it as the Development Agreement of Parklands @ Camas Meadows, LLC to be free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 3/25/16

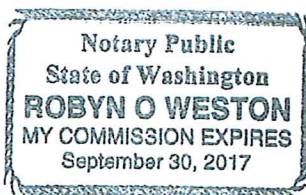


Shelley Turner
NOTARY PUBLIC for the State of Washington,
Residing in the County of Skamania / Cannon
My Commission Expires: April 23, 2018

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that AARON BARR 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 this instrument and acknowledged it as the Development Agent of Parklands @ Camas Meadows, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: March 24, ²⁰¹⁶~~2015~~.

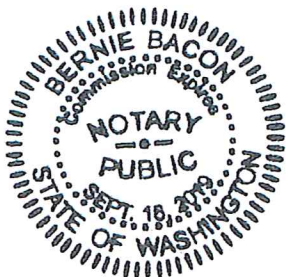


Robyn O. Weston
NOTARY PUBLIC for the State of Washington,
Residing in the County of Clark
My Commission Expires: 9/30/2017

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 this 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: March 21, 2016.



Bernie Bacon
NOTARY PUBLIC for the State of Washington,
Residing in the County of Clark
My Commission Expire 9/18/19

EXHIBIT A: PROPERTY DESCRIPTION

The project site is located just east of Camas Meadows Golf Course Club House and just north of Camas Meadows Drive, in Camas, Washington 98607, in the SE & SW ¼ of Sec. 28, T2N, R3E, W.M. The site is comprised of two (2) parent parcels plus the existing 74 foot wide public City ROW for Camas Meadows Drive. The abbreviated legal description for the two parcels is:

Parcel 175948-000

#21 SEC 28 T2NR3EWM 15.72A

Parcel 986031-650

#68 SEC 28 T2NR3EWM 20.97A

EXHIBIT "B" DIMENSIONAL STANDARDS

The master plan community will implement the following development standards that provide for flexibility in creating a high quality design. The master plan includes 42 executive single-family lots, 24 mixed-use living units on upper stories of Building #2, and at least 90,000 square feet of business space.

Development Standard	Single Family (R-15)	Single Family (BP)	Non-Single Family (BP)
A. New Lot Dimensions			
Minimum lot size (square feet)	15,000	15,000	8,000
Maximum lot size (square feet)	Note 1	Note 1	Note 1
Minimum lot width (feet)	80	80	80
Minimum lot depth (feet)	90	90	100
Maximum building lot coverage ²	50% 60% with ADU	50% 60% with ADU	50%
Maximum building height (feet)	35	35	100
B. Setbacks			
Minimum front yard (feet)	25	25	15 ⁴
Minimum side yard and corner lot rear yard (feet)	10 5 (ADU or accessory buildings)	10 5 (ADU and accessory buildings)	15 ^{4, 6}
Minimum side yard flanking a street (feet)	10	10	10 ⁴
Minimum rear yard (feet)	25 5 (ADU or accessory buildings)	25 5 (ADU or accessory buildings)	50 ³
Minimum lot frontage or access easement on a cul-de-sac or curve (feet)	40 ⁵	40 ⁵	N/A
Minimum flag lot width	20	20	N/A

Note 1: No Limitation.

Note 2: Includes all covered buildings and structures accepting therefrom accessory dwelling units (ADU's).

Note 3: May be reduced to ten feet if a transition element is utilized that includes natural vegetation for screening.

Note 4: Right of way to building face. Parking areas can be setback five feet from property line, per the landscaping plan contained within the approved master plan.

Note 5: Access to two lots or less may be designed and established as an easement rather than a tract.

Note 6: No commercial building may be located closer than 75 feet to a residential lot existing on the effective date of this Agreement.



December 12, 2017

Mr. David Lugliani
McIntosh Ridge PRD, LLC
16420 SE McGillivray Boulevard, #103-197
Vancouver, Washington 98683

Via email: david.apc@me.com

Regarding: Geotechnical Engineering Services – City of Camas Comment Response
Dawson Ridge Development
NW McIntosh Road
Camas, Washington
PBS Project 73197.000

Dear Mr. Lugliani:

PBS previously provided geotechnical engineering services for the then-named McIntosh Ridge development and presented the results in a geotechnical engineering report (GER) dated September 29, 2015.¹ PBS subsequently reviewed plans for both a planned residential development (PRD) and subdivision on the site.^{2,3} Current plans by McIntosh Ridge PRD, LLC, include development of 43 detached, single-family lots ranging in sizes between 10,500 and 18,000 square feet. This also includes several private roads and open space areas. No development is currently planned for the south slope areas.

This letter responds to geotechnical-related comments in the Mitigated Determination of No-Significance (MDNS) for the Dawson Ridge Subdivision Preliminary Plat prepared by the City of Camas and dated November 23, 2017.

Due to the presence of geotechnical and/or geologic hazards mapped at or near the site by the City of Camas, PBS was engaged to provide geotechnical engineering and engineering geology services and provide recommendations for design and construction of the planned development. The referenced GERs for the project included a recommended geotech setback line, which was included in the project plans. The setback was developed based on site topography, subsurface explorations, and the proposed development type. The location of the geotech setback line was determined in the field during a reconnaissance by both a licensed engineering geologist (LEG) and geotechnical engineer from PBS. The staked locations were then surveyed for inclusion on the project development plans. The setback line was established to determine where development was allowed, based on the work completed by PBS. Development beyond the geotech setback line should be limited to landscaping or uninhabited structures such as fences, patios, or similar. Fill should not be placed in these areas during site grading and ground surface disturbance should be limited. Surface water should be collected and routed away from the slopes in these areas. The setback does not preclude development below that line. However, work

¹ PBS Engineering and Environmental (2015, September 29). *Geotechnical Engineering Report, McIntosh Ridge Development, NW McIntosh Road, Camas, Washington*. Prepared for McIntosh Ridge Holdings LLC. PBS Project No. 73197.000.

² PBS Engineering and Environmental (2017, April 7). *Geotechnical Engineering Report, Dawson's Ridge Planned Residential Development, NW McIntosh Road, Camas, Washington*. Prepared for McIntosh Ridge Holdings LLC. PBS Project No. 73197.000.

³ PBS Engineering and Environmental (2017, April 7). *Geotechnical Engineering Report, Dawson's Ridge Density Transfer Subdivision, NW McIntosh Road, Camas, Washington*. Prepared for McIntosh Ridge Holdings LLC. PBS Project No. 73197.000.

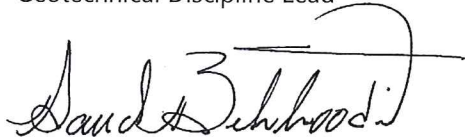
beyond the geotech setback line would require lot- and development-specific exploration and engineering analyses prior to approval.

Please feel free to contact Ryan White at 503.539.5028 or ryan.white@pbsusa.com with any questions or comments.

Sincerely,

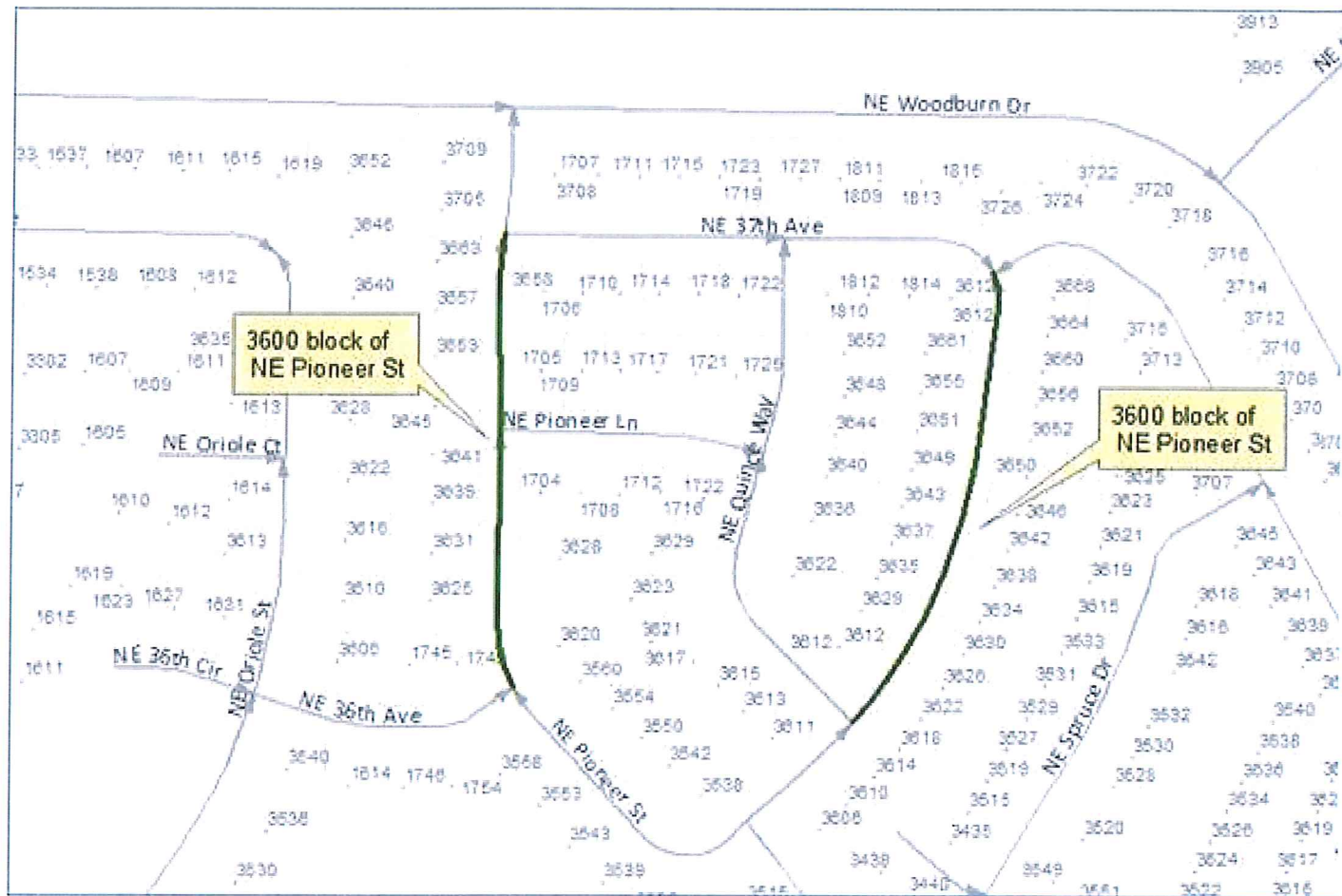
A handwritten signature in black ink, appearing to read "R. White".

Ryan White, PE, GE
Geotechnical Discipline Lead

A handwritten signature in black ink, appearing to read "Saiid Behboodi".

Saiid Behboodi, PE, GE
Principal Geotechnical Engineer

RW:SB:rg





Earth
Engineers,
Inc.

2411 Southeast 8th Avenue • Camas • WA 98607

Phone: 360-567-1806 • Fax: 360-253-8624

www.earth-engineers.com

Exhibit 64
SUB17-02
and
Attachment
C

This document was attached to the memo as "Attachment C". Refer to the full document at Exhibit 64 of this record.

November 14, 2017

City of Camas
616 Northeast 4th Avenue
Camas, Washington 98607
Attention: Sarah Fox, Senior Planner

Phone: 360-817-7269
E-mail: sfox@cityofcamas.us

**Subject: Geotechnical Peer Review
Proposed Dawson's Ridge Subdivision
Northwest McIntosh Road
Camas, Clark County, Washington
EEI Report No. 17-214-1**

Dear Ms. Fox:

Per your request, **Earth Engineers, Inc. (EEI)** has completed a geotechnical review of the project referenced above.

PROJECT BACKGROUND INFORMATION

Our understanding of the project is based on the following information that has been provided to us.

- **April 7, 2017 report by PBS Engineering and Environmental (PBS) titled "Geotechnical Engineering Report, Dawson's Ridge Density Transfer Subdivision, NW McIntosh Road, Camas, Washington."** The report was performed for McIntosh Ridge PRD, LLC of Vancouver, Washington.
- **September 8, 2017 report by PBS titled "Geotechnical Engineering Report – Addendum No. 1, Dawson Ridge Development, Northern Site Reconnaissance and Exploration, NW McIntosh Road, Camas, Washington, PBS Project 73197.000, Phase 0003."** The report was performed for McIntosh Ridge Holdings, LLC of Vancouver, Washington.
- **October 25, 2017 report by PBS titled "Updated Geotechnical Engineering Report – Addendum No. 2, Dawson Ridge Development, NW McIntosh Road, Camas, WA,**