

RESOLUTION NO. 1249

A RESOLUTION approving a Development Agreement between the City of Camas and Gary E. Houts, Bobbi J. Houts, Richard C. Marshall, Cassandra R. Marshall, Lee A. Weiberg, and Linda G. Weiberg.

WHEREAS, Gary E. Houts, Bobbi J. Houts, Richard C. Marshall, Cassandra R. Marshall, Lee A. Weiberg, and Linda G. Weiberg, are owners of certain real property located within the City of Camas (hereinafter referred to as "Lot Owners"); and

WHEREAS, the City of Camas and the Lot Owners have negotiated a Development Agreement; and

WHEREAS, the Development Agreement sets forth certain development standards that will govern the development of the property; and

WHEREAS, the City Council has conducted a public hearing, as required by law, on the proposed Development Agreement, at which time it considered testimony from all interested parties; and

WHEREAS, the City Council finds that the Development Agreement has been reviewed by the Director of Community Development and has been found to meet all applicable planning requirements; and

WHEREAS, the City Council desires to approve the Development Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CAMAS AS FOLLOWS:

Section I

That certain Development Agreement between the City of Camas and Lot Owners, relating to certain real property located within the City's municipal boundary, is hereby approved, and the Mayor is authorized and instructed to sign the Development Agreement on behalf of the City.

Section II

The Development Agreement shall be recorded with the Clark County Auditor, pursuant to the requirements of RCW 36.70(B).190.

ADOPTED by the Council of the City of Camas and approved by the Mayor this 20th day of August, 2012..

SIGNED: 
Mayor

ATTEST: 
Clerk

APPROVED as to form:


City Attorney

4889117 AGR

RecFee - \$84.00 Pages: 13 - CITY OF CAMAS
Clark County, WA 09/06/2012 10:33



When Recorded, Return to:

City of Camas
Attn: City Clerk
616 NE Fourth Avenue
Camas, WA 98607

1654
copy -
original in
deed
file -

Parcels:

84455050, 986029794, 986029607, 986030273,
986030274, 98603275, 986030276, 986030277,
986030043

SW ¼ Sec. 10, T1N, R3E, W.M.

Project: Glenwood Heights Addition

Above Space for Recording Information Only

DEVELOPMENT AGREEMENT Glenwood Heights Addition

THIS DEVELOPMENT AGREEMENT is made and entered into by and amongst the City of Camas, a Washington Municipal Corporation, ("City"), Gary E. Houts, Bobbi J. Houts, Richard C. Marshall, Cassandra R. Marshall, Lee A. Weiberg, and Linda G. Weiberg, ("Lot Owners"), collectively referred to as the "Parties":

RECITALS

WHEREAS, Lot Owners own or control certain real property which is located in the City of Camas, Washington. The property's serial numbers are 84455050, 986029794, 986029607, 986030273, 986030274, 986030275, 986030276, 986030277, and 986030043, and includes an undeveloped portion of the Glenwood Heights Addition recorded at Book "D" of Plats, page 103, records of Clark County, Washington; and, the real property is more fully described in the attached Exhibit "A" and is incorporated by reference herein (Property); and,

WHEREAS, a portion of the Glenwood Heights Addition includes an undeveloped right of way identified as NW 5th Place; and

WHEREAS, the City of Camas recognizes lots 2-5, Block 2 and Lots 1-6, Block 3 of the Glenwood Heights Addition to be Lots of record under the Camas Municipal Code; and

WHEREAS, the Parties wish to enter into a Development Agreement in order to provide greater clarity as to development standards while protecting certain valuable natural, recreation and scenic resources on the property while providing for the residential development in a manner consistent with Low Impact Development Standards; 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

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 and CMC 18.55.340. It shall become a contract amongst Lot Owners and the City upon the City’s approval by ordinance or resolution following a public hearing as provided for in RCW 36.70B.170 and CMC 18.55.340 and execution of the Agreement by all Parties.

Section 2. Purpose.

The parties wish to enter into this agreement with the intent to: A) Acknowledge the lots aforementioned are legal lots of record and may be developed consistent with the Camas Municipal Code; B) Set forth a process by which the public right of way within the Property (approximately 0.67 acres) may be vacated and to establish alternative acceptable egress/access to the Property; C) Provide for the conveyance of approximately 1.47 acres of land from Lot Owners to the City of Camas for public recreational and natural open space purposes; and, D) Set forth Low Impact Design Standards by which development of the Project will occur.

Section 3. Effective Date and Duration of Agreement.

This Agreement shall take effect immediately upon its adoption by the City Council and execution by all parties, provided that any time periods specified in this Agreement shall be

tolled pending any appeals of any city, state or federal land use decisions necessary to commence and to carry out the terms of the Agreement. The term of this agreement shall be seven years.

Section 4. ROW Vacation

City agrees to utilize its best efforts to schedule and hold a public hearing to consider a road vacation of that portion of public right of way known as NW 5th Place located within the Glenwood Heights Addition, consistent with adopted regulations and statutes. City agrees to submit for allocation by Clark County the vacated right of way generally consistent with Exhibit "B", without payment of monetary consideration other than the cost of publication of the applicable ordinance and Clark County recording fees.

Upon a vacation of NW 5th Place, Lot Owners agree:

- A. To submit to the City copies of all proposed easements for City review and approval prior to recording with Clark County;
- B. To establish easements for ingress, egress and utilities 20 feet in width prior to the sale or home construction of Lots 1-3, 2-3, 3-3, 4-3, 5-3, 3-2, 4-2, 5-2, generally consistent with Exhibit "C";
- C. To submit to the City for approval concurrent with City review of easements, a parking plan detailing how vehicles blocking or obstructing egress or access will be removed and enforced;
- D. Addressing shall be off of NW 5th Avenue and approved address monuments established at the point of access along NW 5th Avenue;
- E. All residential structures shall have life safety fire sprinklers installed per NFPA 13D;
- F. Internal private roadways shall be a minimum 12 feet in width, have finished grades up to 12% where feasible (not to exceed 15% at any portion), be of asphalt, concrete or other hard and durable surface acceptable to the City Engineer and Fire Marshall. With each building permit submittal, a roadway/driveway plan shall be submitted to the City for review and approval by the City Engineer. The City reserves the ability to determine the length and configuration of roadway improvement necessary to serve said lot. Parties agree that internal roadways and driveways shall not be gated.

Section 5. Lot Development and Low Impact Development

Lot Owners agree to develop individual lots in a manner consistent with Low Impact Development Standards as specified in the 2005 Low Impact Development – Technical Guidance Manual for Puget Sound or as amended. Where practical the following practices will be employed: 1) Maintain existing natural vegetation and tree cover; 2) minimize land clearing activities; 3) Minimize building footprints; and 4) Minimize impervious surfaces.

Parties agree setbacks for each lot shall be established with this agreement consistent with the building envelopes and lot coverage standards identified on Exhibit "C". Notwithstanding lot size, Parties further agree that each lot shall be developed in accordance with the small lot development standards for stormwater in accordance with the most current Camas Design Standards Manual.

Section 6. Public Recreational and Natural Open Space.

Upon City Council approval vacating right of way under Section 4, Parties agree to execute a deed of dedication, which dedicates, conveys, and warrants unto the City of Camas approximately 1.47 acres as generally depicted on Exhibit "D" for the purposes of public recreation and natural open space protection. Lot Owners shall provide a form of legal description for review and use in this transaction within 45 days of execution of this Agreement. City shall execute any and all documents necessary for said conveyance.

Section 7. 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 8. 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 9. Agreement/Modifications. This Agreement cannot be amended or modified without a writing signed by all of the Parties hereto.

Section 10. 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 11. 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 12. 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 13. Inconsistencies

If any property identified under this agreement is not owned by Lot Owners at the signing of this agreement, said property shall not be vested or entitled to any rights under this agreement.

Gary E. Houts

Gary E. Houts 8/21/12
Gary E. Houts Date

STATE OF WASHINGTON)
) ss.
County of Clark)

On this 21 day of August, 2012, before me personally appeared Gary E. Houts, who acknowledged that he is authorized to execute this instrument as the owner of the property referenced herein, and who executed the within and foregoing instrument, and acknowledged said execution to be his free and voluntary act and deed, for the uses and purposes herein mentioned.

LEISHA A. COPSEY
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
AUGUST 30, 2015

Leisha A. Copsey
NOTARY PUBLIC for the State of Washington,
Residing in the County of Clark
My Commission Expires: 8/30/15

Bobbi J. Houts

Bobbi J. Houts 8/21/2012
Bobbi J. Houts Date

STATE OF WASHINGTON)
) ss.
County of Clark)

On this 21 day of August, 2012, before me personally appeared Bobbi J. Houts, who acknowledged that she is authorized to execute this instrument as the owner of the property referenced herein, and who executed the within and foregoing instrument, and acknowledged said execution to be her free and voluntary act and deed, for the uses and purposes herein mentioned.

LEISHA A. COPSEY
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
AUGUST 30, 2015

Leisha A. Copsey
NOTARY PUBLIC for the State of Washington,
Residing in the County of Clark
My Commission Expires: 8/30/15

Richard C. Marshall

Richard C. Marshall 8-21-12
Richard C. Marshall Date

STATE OF WASHINGTON)
) ss.
County of Clark)

On this 21 day of August, 2012, before me personally appeared Richard C. Marshall, who acknowledged that he is authorized to execute this instrument as the owner of the property referenced herein, and who executed the within and foregoing instrument, and acknowledged said execution to be his free and voluntary act and deed, for the uses and purposes herein mentioned.

LEISHA A. COPSEY
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
AUGUST 30, 2015

Leisha A Copsey
NOTARY PUBLIC for the State of Washington,
Residing in the County of Clark
My Commission Expires: 8/30/15

Cassandra R. Marshall

Cassandra R Marshall 8-21-12
Cassandra R. Marshall Date

STATE OF WASHINGTON)
) ss.
County of Clark)

On this 21 day of August, 2012, before me personally appeared Cassandra R. Marshall, who acknowledged that she is authorized to execute this instrument as the owner of the property referenced herein, and who executed the within and foregoing instrument, and acknowledged said execution to be her free and voluntary act and deed, for the uses and purposes herein mentioned.

LEISHA A. COPSEY
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
AUGUST 30, 2015

Leisha A Copsey
NOTARY PUBLIC for the State of Washington,
Residing in the County of Clark
My Commission Expires: 8/30/15

Lee A. Weiberg

Lee A. Weiberg 9-4-12
Lee A. Weiberg Date

STATE OF WASHINGTON)
) ss.
County of Clark)

On this 4 day of September, 2012, before me personally appeared Lee A. Weiberg, who acknowledged that he is authorized to execute this instrument as the owner of the property referenced herein, and who executed the within and foregoing instrument, and acknowledged said execution to be his free and voluntary act and deed, for the uses and purposes herein mentioned.

RONDA L. SYVERSON
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
OCT. 18, 2014

Ronda L. Syverson
NOTARY PUBLIC for the State of Washington,
Residing in the County of Clark

Linda G. Weiberg

Linda G. Weiberg 9-4-12
Linda G. Weiberg Date

STATE OF WASHINGTON)
) ss.
County of Clark)

On this 4 day of September, 2012, before me personally appeared Linda G. Weiberg, who acknowledged that she is authorized to execute this instrument as the owner of the property referenced herein, and who executed the within and foregoing instrument, and acknowledged said execution to be her free and voluntary act and deed, for the uses and purposes herein mentioned.

RONDA L. SYVERSON
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
OCT. 18, 2014

Ronda L. Syverson
NOTARY PUBLIC for the State of Washington,
Residing in the County of Clark

EXHIBIT A

1 OF 2

Lots 1-5, Adjusted Lot 6, Block 3 and Lots 3-4, Adjusted Lot 5, Block 2 of GLENWOOD HEIGHTS ADDITION TO THE CITY OF CAMAS, according to the Plat thereof, recorded in Book "D" of Plats, page 103, records of Clark County, Washington.

EXCEPT that portion thereof, conveyed to the State of Washington for highway purposes, as conveyed by Deed recorded under Auditor's File No. G 231770.

Adjusted Lot 6, Block 3 subject to Boundary Line Adjustment recorded by Quit Claim Deed under Auditor's File No. 4805584 D

Adjusted Lot 6, Block 3 and Adjusted Lot 5, Block 2 subject to Boundary Line Adjustment recorded by Quit Claim Deed under Auditor's File No. 4814701 D

EXHIBIT A

2 OF 2

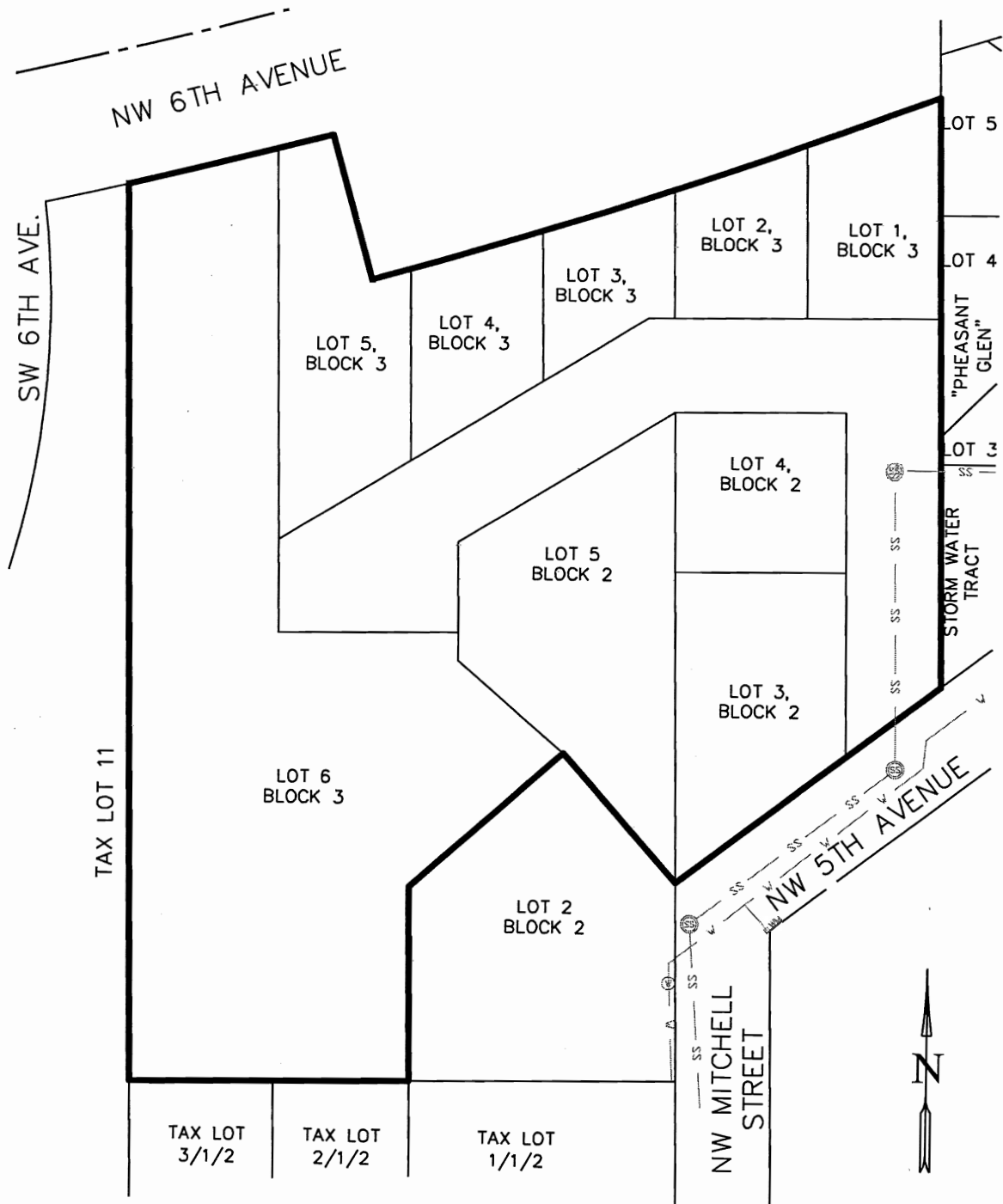


EXHIBIT B

RIGHT OF WAY ALLOCATION PLAN

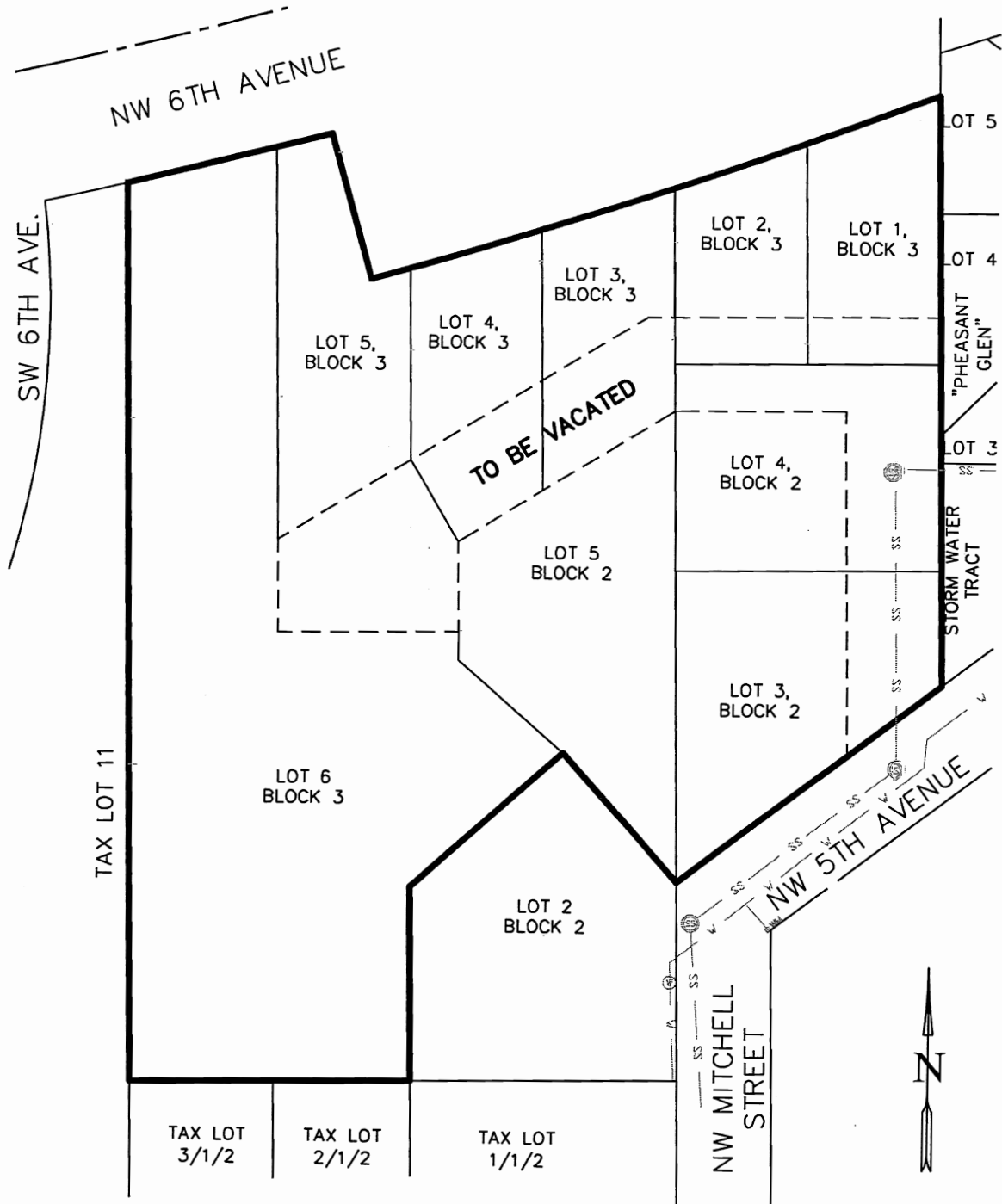


EXHIBIT C

EASEMENT & BUILDING ENVELOPE PLAN

- MAXIMUM LOT COVERAGE: 40%
- NO PARKING ALLOWED ON SHARED DRIVEWAYS

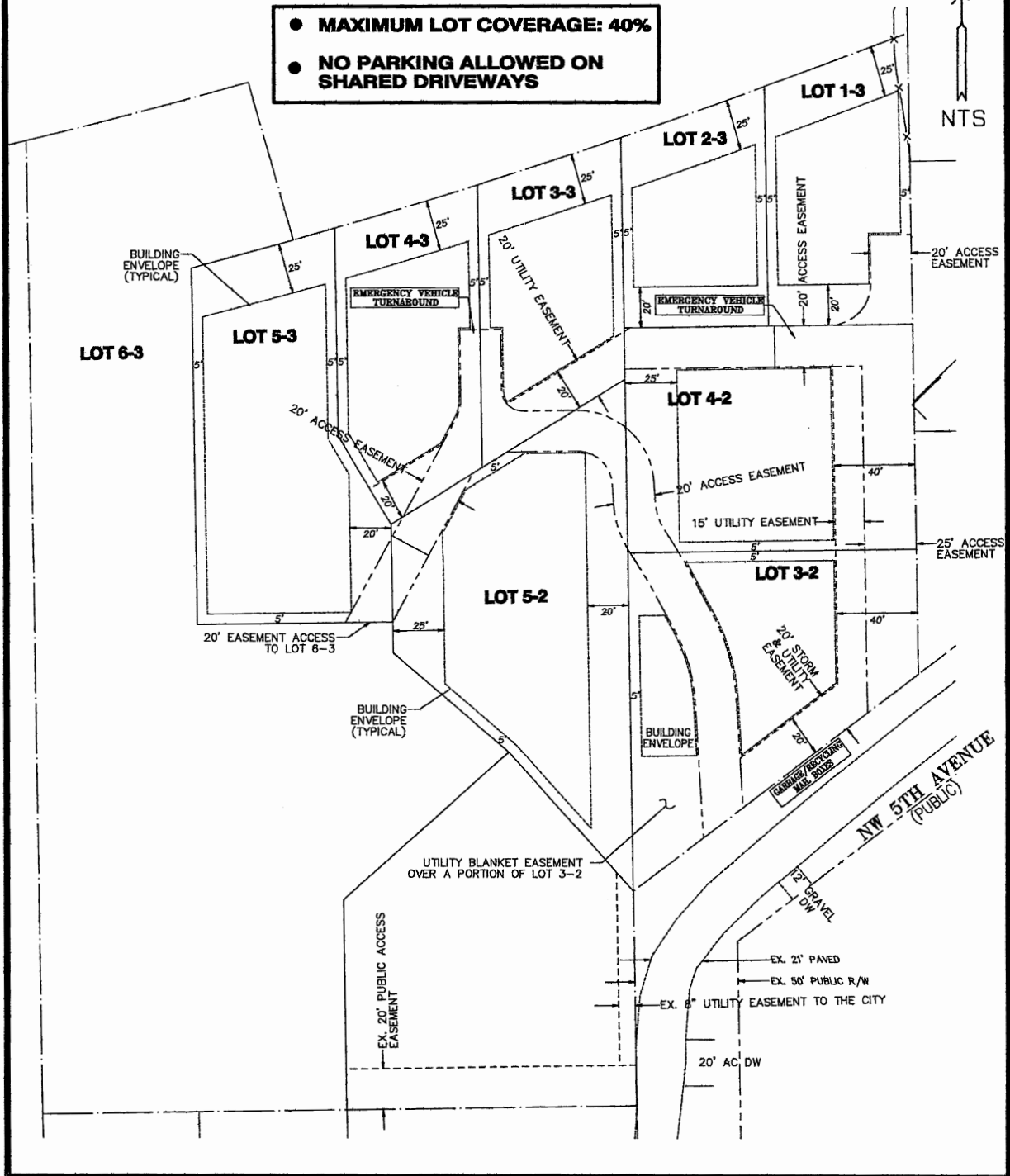


EXHIBIT D

