

After recording, return to:

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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 \_\_\_\_\_ (hereinafter referred to as the “Developer”) (and collectively referred to as “Parties”).

### **RECITALS**

**WHEREAS**, Developer 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 Developer 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, including planning for advance funding for transportation improvements, predictable infrastructure and regulations, and parks, trails and open spaces; 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**, 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 Developmentship 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 Developers 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 the Master Plan attached hereto as **Exhibit D**, RCW 36.70B.170(3); and CMC 18.55.340; and,

**WHEREAS**, the City will be making necessary updates to its Capital Facilities Plan (CFP) and Transportation Improvement Project (TIP) list of which Northshore Boulevard is a transportation corridor of regional importance; and,

**WHEREAS**, Developer has agreed to place the road alignment for Developer’s responsible portion of Northshore Boulevard at the City’s preferred location as will be set forth in the CFP, City’s circulation plan documents, and TIP list; and,

**WHEREAS**, certain offsite transportation improvements are located in unincorporated Clark County and will require cooperation and agreement with that jurisdiction.

**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 Developer 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. The City is authorized to enter into this Agreement pursuant to CMC 18.55.340.

**Section 2. Term of Agreement.** This Agreement shall commence upon the Effective Date, and shall be valid for a period of Fifteen (15) 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 16.01-16.19; CMC 16.31; CMC Title 17 and CMC Title 18 (through Ordinance 24-007), unless otherwise provided for within the Master Plan. 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 ten years from the date of the approval, regardless of whether the end of such ten years occurs during or after the term of this Agreement and Developer shall have the right to seek extensions to such preliminary plat approvals pursuant to the relevant provisions of the CMC. The vesting provided for under this Agreement shall not apply to System Development Charges, Impact Fees or application or review fees, which shall be assessed at the then-current rates.

The City shall have no liability for any damages or losses suffered by the Developer or the Developer’s successors if a federal or state agency takes action that voids, nullifies or preempts the City’s agreement to permit vesting under this development agreement. Developer and Developer’s successors shall further indemnify and hold harmless the City from any and all liability, including third party liability, under any applicable state or federal regulations including, but not limited to, the Clean Water Act, for any actual or alleged violation of said regulations arising from the City’s agreement to allow the vesting described in this section, or in the event said third party or agency challenges the adoption of this Agreement within the applicable timeframes. In such event, the City, in its sole discretion, may require the Developer or the Developer successors to post a bond in an amount deemed reasonably sufficient to cover all costs and expenses associated with any claim or action for liability as described herein, including reasonable attorney’s fees to be incurred by the City in defending any third party claim. Upon notice of any claim or action for liability against City relating to this Section, the City shall timely notify Developer or Developer’s successors of their duties for indemnification of the City. Within ten (10) days of such notice, Developer may, at Developer’s sole discretion, revoke its vested rights to the City’s current storm water standards arising under this section by giving written notice of such revocation to the City. Upon such revocation, the Developer shall have no further liability to the City or obligation to indemnify the City, including any obligation to post the bond described in this Section. The Developer may choose to waive the vesting provided for in Section 6, if it notifies the City in writing. In that event, any fully complete development application submitted to the City and relating to the property, shall vest to the stormwater rules and regulations in effect at the time such application is submitted to the City. If the Developer chooses to waive the vesting provided for in Section 6.1, then all vested rights created in Section 6.1 shall become null and void.

**Section 4. Master Plan.** Parties agree to incorporate by reference **Exhibit D** dated \_\_\_\_\_ as the Master Plan for development of the Property. The Master Plan provides for a variety of housing types and lot sizes, as well as a unique and innovative plaza in the North Shore Town Center designation. The Master Plan provides the Parties with predictability regarding certain aspects of the future development of the Property, including access locations on to public streets and any associated offsite improvements related to transportation. The standards within the Master Plan, or those substantially similar to the standards in the Master Plan, shall be controlling on the future development of the Property.

**Section 4.1 Environmental Review.** Pursuant to the State Environmental Policy Act (SEPA), piecemeal environmental review is to be discouraged. As such, the Parties wish for SEPA review to be accomplished as part of the Agreement for as many of the Property's potential adverse environmental impacts as can be reasonably analyzed, based upon current information contained within the SEPA checklist submitted with this Agreement, including, but not limited to, a Traffic Impact Study, Critical Areas Report, and GIS data as to off site storm water impacts. This review is done under the Consolidated Review provisions of SEPA. The SEPA checklist attendant with this Agreement identifies various potential adverse impacts including transportation, wetlands, sewer, water, and storm water. The Checklist also identifies a variety of technical reports or information that provides a basis for the proposed mitigation or partial mitigation of these impacts. It is the intent of this Agreement and its attendant SEPA process, to have the City issue a Threshold Determination (as that term is utilized in RCW 43.21C) on the identified conceptually proposed impacts of the development of the Property. Uses and impacts that are identified at future stages of the development, including but not limited to, Site Plan approval, Preliminary Plat approval, Short Plat approval or building permit approvals that have been previously analyzed through this or other SEPA processes, shall not be re-analyzed on the condition that the future identified adverse impacts, in the sole discretion of the City, 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, at the cost of the Developer, on the potential adverse environmental impacts associated with a specific land use application that have not been previously identified or analyzed as required under the State Environmental Policy Act.

**Section 4.2 Phasing.** Site development at buildout is expected to include a mix of residential, commercial retail and employment lands. The Parties agree that the initial phases of the Master Plan (Phases 1, and 2) will include townhouses, duplexes, and single family residences. The Parties further agree that Developer may complete the full buildout of the residential Phases 1 and 2 of the Master Plan prior to the completion of the connection of Northshore Boulevard with SR 500. Phase 1 shall include the completion of the East/West section of Northshore Boulevard as depicted in the Master Plan. Phase 2 will include the completion of the North/South section of Northshore Boulevard as depicted in the Master Plan, and Phase 2 can be phased according as required to deliver access to the residential lots. Phases 3 and 4 will occur subsequent to the residential phases as set forth in the phasing of the Master Plan. For the avoidance of doubt, the Public Plaza as depicted in the Master Plans and described in the Master Plan's Design Guidelines will be included in Phase 3.

**Section 4.3 Transportation.** Kittelson and Associates Transportation Engineers (“Kittelson”) and the City have analyzed the transportation impacts of the full development (based upon the Master Plan in Exhibit D) of the Property as identified in the traffic study attached hereto as Exhibit \_\_\_\_\_. Based upon the Master Plan, the Property at full development will increase the existing number of PM peak hour trips on the transportation system by \_\_\_\_\_ PM peak hour and \_\_\_\_\_ average daily trips. Based upon Kittelson’s and the City’s analysis, the future development of the Property will be conditioned upon the reasonable funding within six years of, the critical links and intersections provided for in the Comprehensive Plan and the other mitigation measures provided for in Exhibit \_\_\_\_\_, which is attached hereto and incorporated by reference herein. The City agrees to consider and use best efforts, as a part of the 2025 annual review process, to include the Northshore Boulevard onto the six (6) year transportation improvement project list as a reasonably funded project. The Parties agree that Developer’s obligation to construct critical links and intersections are depicted in Exhibit \_\_\_\_\_ and shall be limited to Developer’s construction of Developer’s proportional share of extending Northshore Boulevard and providing right of way dedication to 3rd Street and 252nd Avenue.

The Property shall be vested during the term of this Agreement with \_\_\_\_\_ PM peak hour, \_\_\_\_\_ AM peak hour and \_\_\_\_\_ average daily trips and no additional off site transportation mitigation or analysis will be required during the term of this Agreement; provided, however, that in the event Developer proposes uses or intensities of uses that would cause the total number of PM Peak or Average Daily trips to exceed the number of trips analyzed as part of this Agreement, then the City may require, and Developer shall provide, additional transportation analysis and lawful mitigation for those increased trips. The transportation vesting provided for in this Section shall be subject to the mitigation measures and the timing provided for in Exhibit \_\_\_\_\_. Some of the transportation improvements may be on the City’s Transportation Capital Facility Plan. Developer or successor in interest to the Property, upon construction of such qualifying transportation improvement, shall be eligible to apply for Transportation Impact Fee Credits pursuant to CMC Chapter 3.88, but only if such improvements are eligible for Credits under the City’s applicable Capital Facilities Plan and Transportation Impact Fee programs.

The City and Developer also acknowledge that the in accordance with the Kittelson Study there may be offsite intersection improvements needed at NE 28th Street and NW 232nd Avenue. The land surrounding this area lies within the jurisdiction of unincorporated Clark County. The City has an interest in ensuring that this development can be fully realized and will therefore use best efforts to enter into a interlocal agreement after the execution of this Agreement with Clark County to ensure that the completion of the intersection improvements will happen so that certificates of occupancies can be issued for each home, building, or improvement within the development on the Property.

#### **Section 4.4 Specific Design Standards.**

- 4.4.1 Streetscape.** Developer 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. During the land use application phase subsequent to the adoption of this Agreement, proposed streetscape standards that are not substantially similar to those standards within the Master Plan may be adopted upon mutual agreement of the Parties.

**4.4.2 Master Plan Design Standards.** The Parties hereby agree that the design standards, guidelines, and processes set forth in the Master Plan shall apply to the development of the Property. Design standards that are inconsistent with the design standards set forth in the Master Plan shall only be incorporated into the project upon mutual agreement of the Parties, consistent with the terms of this Agreement. In the event the design standards within the Master Plan and North Shore Subarea Design Manual conflict, the design standards within the Master Plan shall control.

**4.4.3 Lighting.** This project uses dark sky compatible street lights and LED lamps.

**4.4.4 Development of Commercial Lands.** The development of the commercial lands within the Property shall be consistent with the standards and provisions identified in the Master Plan. During the land use application phase subsequent to the adoption of this Agreement, proposed development standards that are not substantially similar to those standards within the Master Plan may be adopted upon mutual agreement of the Parties.

**4.4.5 Maintenance of Northshore Boulevard.** The City and Developer agree that the North-South section of Northshore Boulevard park strip and planted median as depicted in the Master Plan shall be maintained by the Home Owners Association that shall be established in conjunction with the development of the residential phases of the Master Plan. All other sections of Northshore Boulevard shall be maintained by the City pursuant to dedication by Developer or Developer's successors in interest.

**Section 4.5 Stormwater.** As depicted in the Master Plan, there are three primary stormwater discharge locations from the Property, including a depression in the southwest portion of the Property with an off-site discharge in a shallow and very flat drainage that crosses the City's Legacy Lands Park ("City Parcel") to the west of the Property before dropping steeply to Lacamas Lake. This shallow and flat drainage across the City Parcel poses an issue to both the Project and to the City. The lack of elevation change across the localized on-site depression and adjacent City Parcel prior to the drop off to Lacamas Lake create the following issues:

- Excess fill on the Property to enable collection, routing, treatment and detention of onsite runoff.

- Surface discharge of concentrated flow onto the adjacent City Parcel. Since the drainage route across the City Parcel is flat and shallow, managing the drainage in the existing condition and for any development is problematic.

The Parties acknowledge the foregoing and agree that further evaluation of existing drainage patterns and stormwater flow paths is necessary to confirm whether this area represents the appropriate discharge location. The final stormwater design and any proposed discharge method shall be based on the findings and recommendations of the Project's Technical Information Report (TIR), to be reviewed and approved by the City. If the TIR determines that a piped stormwater discharge across the City Parcel is the preferred and necessary option, the Parties agree to work cooperatively to evaluate, design, and construct such a system. The benefits of a piped discharge across the City Parcel include the following:

- A piped discharge across the City Parcel removes any surficial flow on the City Parcel and will provide a much more manageable subsurface system.
- The sizing of the piped discharge will include capacity for future development of the City Parcel.
- Managing stormwater through a piped discharge will result in reduced fill on the Property.

Along with a piped discharge, the parties also agree to work collaboratively to evaluate the use of the existing drainage channel across the Legacy Lands property for stormwater conveyance. This has the benefit of providing capacity for the required discharge, based off the TIR, and maintaining flows so the existing water course can be incorporated into future park design.

Therefore, the Parties shall collaborate to determine the most advantageous route for the stormwater line, discharge point, and sizing of the line, subject to City review and approval through the standard stormwater permitting process. Any such stormwater line constructed across the City Parcel shall be owned, operated, and maintained by the Developer (or successor in interest), unless otherwise agreed to in writing by the City.

**Section 4.6 Temporary Grading Easement on City Parcel.** The City Parcel southwest of the Property has a rolling and hummocky topography. Several of the hummocks are located on the property line between the City Parcel and Property. The varied topography along the property lines will result in cut and fill slopes to enable flatter areas to be graded onsite. When the City develops the City Parcel, it will be required to grade in similar cut and fill slopes resulting in peaks and valleys along the common property line between the City Parcel and the Property. Therefore, the Parties agree that it is mutually beneficial for the City to grant Developer a temporary grading easement ("TGE") to resolve the aforementioned topographical challenges that are present on the common property line between the City Parcel and the Property. The TGE will allow beneficial grading to occur on both parcels to maximize the Parties respective developable area, as well as allow a

road being developed with Lacamas Northshore to directly serve the City Parcel. The TGE will include appropriate erosion control methods to be implemented in conjunction with grading. The Parties shall work together to determine area of the TGE as depicted in the Master Plan.

**Section 4.7 City to Reimburse Developer for Upsizing Onsite Water Trunk Lines.** A water trunk line is identified within the City's Water System Plan ("WSP"), incorporated hereto by reference, as being located on the Property. The City is specifying that a 24-inch water trunk line is needed to be constructed with the Project. The Parties agree that Developer shall be reimbursed by the City through SDC credits, at the time improvements are accepted by City inspector, for the costs associated with upsizing any onsite water lines.

**Section 4.8 Impact Fee Credits and Reimbursement.** Developer or successor in interest to the Property, upon construction of such qualifying improvements, shall be eligible to apply for impact fee credits, including for schools, traffic, fire, parks, stormwater, sanitary and water. The Parties agree that the City shall include Developer's design of its proportional share of Northshore Boulevard (as depicted in the Master Plan) within the City's Transportation System Plan ("TSP") and that Developer will be eligible for all available impact fee credits upon completion of Developer's proportional share of Northshore Boulevard. Developer will dedicate and convey ownership of the parks identified in the Master Plan as shown on the Master Plan's open space sheet. Developer agrees to use best efforts to coordinate with Legacy Lands on its design of the entrance to legacy lands, parks, the plaza, trails, public and open space amenities for the deeded open space as depicted in the Master Plan so that the City will use best efforts and take substantial steps towards the inclusion of these regional public spaces on the next update to the City's six (6) year parks and open space plan ("PROS").

**Section 4.9 Land Use Designations.** The Parties agree that the Property shall develop consistent with the land use designations and density set forth in the Master Plan depicted in Exhibit D.

**Section 5. Process.** Subsequent to the approval of this Agreement, the Parties agree that subdivision and future development of the Property will be achieved through a subdivision application subject to the provisions in CMC Chapter 17.11. The subdivision application will be processed as a Type III decision subject to a hearing and city final decision by the hearings examiner pursuant to the provisions in CMC Chapter 18.55.030(C). The approval of any multi-family development will proceed forward through a Type II site plan review process under CMC Chapter 18.18 and Chapter 18.55. The entitlement of industrial and commercially zoned lands within the Property will be concurrently processed under the City's site plan review standards within CMC Chapter 18.18 and under Chapter 18.55. Design review for North Shore residential shall be processed as a Type I decision to be rendered by the City's Community Development Director or designee and be approved consistent with the design standards set forth in the Master Plan. The application shall be substantially similar to the Master Plan. Any aspects of a land use application relating to the Property that are not substantially similar to the Master Plan shall be reviewed under the applicable regulations as if no Master Plan had been approved.



**Section 6. Remedies.** Should a disagreement arise between the City and Developer 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 7. 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 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. 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 10. 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 11. 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 Developer, the City, and their respective heirs, successors and assigns. Only Developer 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 12. 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 13. 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 \_\_\_\_\_

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

DATED: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC for the State of Washington,  
Residing in the County of Clark  
My Commission Expires:  
\_\_\_\_\_

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 this instrument and acknowledged it as the \_\_\_\_\_ of the City of Camas, WA to be free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC for the State of Washington,  
Residing in the County of Clark  
My Commission Expires: \_\_\_\_\_

## **EXHIBIT A: PROPERTY DESCRIPTION**

[Insert legals/description]

### Parcels

175733-000  
175726-000  
175727-000  
175747-000

