



Response to HSR Capital Public Comment

April 3, 2025

The easement (Easement) described in the March 24, 2025 HSR Capital/Camas Woods, LLC (HSR) comment letter resulted from a reservation contained in a July 28, 1999 deed (Deed) from grantors Harold and Ruby Webberly to grantee Camas School District No. 117 (District). The Deed is recorded at Clark County Recording # 3135195. A copy of the Deed is attached as **Exhibit A**.

In relevant part, the Deed provides:

Reserving unto the Grantors, their heirs, successors and assigns a non-exclusive easement for ingress, egress, and utilities over, under and across the North 60 feet of the East 1060 feet of the aforescribed real property. Grantee agrees that if 271st Avenue, currently a private road bordering the East boundary of the aforescribed property, is dedicated to public use and improved as a public road, then Grantee shall dedicate the easement to the governmental authority having jurisdiction. Grantee shall be under no obligation to improve such easement either prior to or subsequent to any such dedication, provided however, if Grantee uses such easement for ingress, egress and utilities, then it shall bear its pro rata share of the cost of improving and maintaining such easment.

HSR is a successor in interest to the Webberlys and has filed an application for a 229-lot and 64 apartment unit preliminary subdivision called Camas Woods (File no. SUB24-1002). A copy of the Camas Woods site plan that has been highlighted to show the plat road system; the approximate location of the unopened Easement; and possible pedestrian cross-access points between Camas Woods and the Camas High School is attached as **Exhibit B**. As shown on the Camas Woods site plan, the plat design proposes an internal road just inside the plat's southern boundary, that runs parallel to the Easement, and would direct traffic to the west. The plat design also proposes a more northerly connection to SE 8th Street that would serve the same purpose.

The Easement terminates to the west against District property and it terminates to the east by connecting to 271st Avenue, which is a private gravel road that is not improved to City standards. It is the District's understanding that the City has no current plans to purchase or condemn 271st Avenue or make the improvements that would be needed for public use. Instead, the City is proposing routing the Camas Woods' vehicular traffic to the west where it would enter a roundabout at SE 8th Street & State Route 500/NE Everett Street.

Thus, it is the District's understanding that City does not favor the use of the Easement to accommodate vehicular traffic from Camas Woods, in part because the route would ultimately lead to increasing traffic along SE 15th Street, the main entrance to Camas High School, which is already congested. Instead, the City is only requiring pedestrian access between Camas Woods and the Camas High School campus. That access runs perpendicular to the District's property and the Easement, and the District has provided two potential access points where the pedestrian access could be accommodated outside of the footprint of the proposed tennis facility. See, Exhibit 36 CUP24-1001.

Under longstanding Washington law, a servient estate-holder may use his or her property in a manner that does not unreasonably interfere with the dominant estate-holder's easement rights. *Thompson v. Smith*, 59 Wn.2d 397, 407, 367 P.2d 798 (1962); *Littlefair v. Schulze*, 169 Wn. App. 659, 665, 278 P.3d 218 (2012). A court determines reasonable use from the facts of the "mode of use of the particular easement." *Thompson*, 59 Wn.2d at 408. The rights of both dominant and servient estate owners are not absolute and "'must be construed to permit a due and reasonable enjoyment of both interests so long as that is possible.'" *Cole v. Laverty*, 112 Wn. App. 180, 185, 49 P.3d 924 (2002) (quoting *Thompson*, 59 Wn.2d at 409).

In *Thompson*, the owner of the servient estate constructed a large concrete slab that partially encroached on land subject to an unopened access easement. *Thompson*, 59 Wn.2d at 403. Although there were no immediate plans to construct an access road, the plaintiff demanded immediate removal of the slab. The Supreme Court denied the requested relief, and allowed the slab to remain until the easement was needed for its intended purpose—construction of a road. *Id.* at 407. In the future, if the road were constructed, the slab would have to be removed if it constituted an interference, otherwise it might be able to remain. *Id.* at 409.

In *Littlefair*, 169 Wn. App. at 665, the court explained that where an easement is not being used, the servient owner may build a fence in the easement and that use is not adverse until: "(1) the need for the right of way [exists], (2) the owner of the dominant estate demands that the easement be opened, and (3) the owner of the servient estate refuses to do so."

Here, any potential future use of the Easement for vehicular ingress/egress remains remote and speculative. Thus, District is not legally prohibited from using its property or installing improvements in the Easement like paving, striping, and landscaping that are (i) either an improvement to the Easement or (ii) can easily be removed if they are found to interfere with the Easement's future use. No structures are being placed within the Easement, and the tennis project does not violate any of the Easement's terms. Moreover, in the unlikely event that the Easement were needed for future vehicular access to the east, Option #2 (also noted as B) in Exhibit 36 CUP24-1001, would provide such access without creating conflicts between Camas Woods and the tennis center Easement improvements.

The parking provided for the tennis center is not required by City Code but was added by the District to accommodate tennis facility patrons during high use school days. If the full width of the Easement would be needed in the future, the District has alternative sites on campus where the parking can be accommodated should it need to be relocated from its current proposed location. Therefore, there would be no impact to the available parking, even if the current parking would need to be relocated to accommodate future vehicular use of the Easement.

Because of its ongoing reviews of both the District's and HSR's permit applications, the City was aware of the Easement, and it continued to support both the District's site plan and approval of the requested conditional use permit. Additionally, as HSR points out in its comment letter, the ultimate fate of the Easement will likely be addressed during the City's review of HSR's preliminary plat. Thus, the existence of the

Easement does not constitute a current impediment to the District's tennis facility plans, and in the unlikely event that the Easement, or some portion thereof, would be needed for vehicular ingress/egress to Camas Woods in the future, the tennis facility parking can be adapted to accommodate that use.

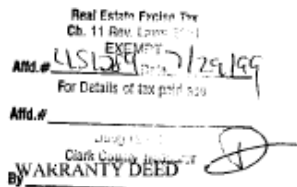
Best Regards,

Jasen McEathron
Director of Business Services
Camas School District No. 117

EXHIBIT A **Deed with Reserved Easement**

Return Address:

LeAnne Bremer
P.O. Box 694
Vancouver, WA 98666-0694



Grantors: Harold L. Webberley and Ruby M. Webberley, Trustee
Grantee: Camas School District No. 117
Legal descriptions (abbrev.): Sec. 35, T2N, R3E W.M.
Tax Parcel ID No.: 178111-000 and 178174-000

THE GRANTORS, HAROLD L. WEBBERLEY, as his separate estate, and RUBY M. WEBBERLEY, Trustee under the Last Will and Testament of Richard E. Webberley, deceased, as tenants in common, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) in hand paid, convey and warrant to CAMAS SCHOOL DISTRICT NO. 117, a municipal corporation of the State of Washington, the following described real property situate in Clark County, Washington:

That portion of the Southeast Quarter of Section 35, Township 2 North, Range 3 East, Willamette Meridian, Clark County, Washington described as follows:

COMMENCING at the Northeast corner of the Southeast Quarter of Section 35 as shown in Book 44 of Surveys at Page 090, Records of the Clark County Auditor' thence North 88°42'20" West, along the North line of said Southeast Quarter 260.00 feet to a point 260.00 feet from when measured perpendicular to the East line of said Southeast Quarter and the POINT OF BEGINNING (said point also being the Southeast corner of the "Hagenson" parcel as recorded under Auditor's File No. 9507130065); thence continuing along the North line of said Southeast Quarter 1728.58 feet to a point 649.00 feet from, when measured perpendicular to the West line of the Northwest Quarter of the Southeast Quarter of Section 35; thence South 01°15'19" West, (Parallel with and 649.00 feet from, when measured perpendicular to the West line of said Northwest Quarter), 1317.44 feet to the South line of the North Half of the Southeast Quarter of Section 35; thence South 88°36'35" East, along said South line, 1726.63 feet to a point 260.00 feet from, when measured perpendicular to the East line of said Southeast Quarter; thence North 01°20'26" East, (parallel with and 260.00 feet from, when measured perpendicular to the East line of said Southeast Quarter), 1320.33 feet to the Point of Beginning.

EXCEPT SE 15th Street.

Reserving unto the Grantors, their heirs, successors and assigns a non-exclusive easement for ingress, egress and utilities over, under and across the North 60 feet of the East 1060 feet of the aforescribed real property. Grantee agrees that if 271st Avenue, currently a private road bordering the East boundary of the aforescribed property, is dedicated to public use and improved as

Warranty Deed



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a public road, then Grantee shall dedicate the easement to the governmental authority having jurisdiction. Grantee shall be under no obligation to improve such easement either prior to or subsequent to any such dedication, provided however, if Grantee uses such easement for ingress, egress and utilities, then it shall bear its pro rata share of the cost of improving and maintaining such easement.

SUBJECT TO applications for current use classification under RCW 84.34 as disclosed by instruments recorded under Auditor's File Nos. G 592668, G 651772, and G 659910.

SUBJECT TO a road maintenance agreement dated March 20, 1987, and recorded under Auditor's File No. 8704020138.

SUBJECT TO an easement for a water line in favor of the City of Camas as disclosed by instrument recorded under Auditor's File No. C 9728, Book 158, Page 432.

SUBJECT TO an easement in favor of Northwestern Electric Company as disclosed by instrument recorded under Auditor's File No. C 79603, Book 201, Page 102.

SUBJECT TO the following restrictive covenants:

1. The aforescribed real property shall not be divided into smaller tracts or lots, whether by subdivision, short plat, partition, boundary line adjustment, or any other method, for a period of twenty-five (25) years from the date of this deed without the prior written consent of Grantors, their heirs, successors and assigns.
2. The aforescribed real property shall not be used for residential purposes for a period of twenty-five (25) years from the date of this deed without the prior written consent of Grantors, their heirs, successors and assigns, provided however, that this covenant shall not apply to the continued use and occupancy of the existing residential structure on the subject real property.

DATED this 28th day of July, 1999.

Harold L. Webberley
 Harold L. Webberley

Ruby M. Webberley
 Ruby M. Webberley, Trustee

Warranty Deed

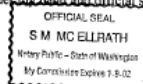


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STATE OF WASHINGTON)
) ss.
 COUNTY OF CLARK)

On this day personally appeared before me HAROLD L. WEBBERLEY, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 28th day of July, 1999.

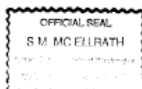


S.M. McElrath
 NOTARY PUBLIC in and for the State of
 Washington, residing at Vanc.
 My commission expires: 1-8-02

STATE OF WASHINGTON)
) ss.
 COUNTY OF CLARK)

On this day personally appeared before me RUBY M. WEBBERLEY, as Trustee of the Last Will and Testament of Richard E. Webberley, deceased, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 28th day of July, 1999.



S.M. McElrath
 NOTARY PUBLIC in and for the State of
 Washington, residing at Vanc.
 My commission expires: 1-8-02

EXHIBIT B
Camas Woods Site Plan
(Highlighting Plat Roads, the Unopened Easement, and Possible Pedestrian Connection Options)

Preliminary Plat for Camas Woods Subdivision (SUB24-1002)

