



City Council Regular Meeting Agenda Monday, September 21, 2020, 7:00 PM REMOTE MEETING PARTICIPATION

NOTE: The City welcomes public meeting citizen participation. TTY Relay Service: 711. In compliance with the ADA, if you need special assistance to participate in a meeting, contact the City Clerk's office at (360) 834-6864, 72 hours prior to the meeting so reasonable accommodations can be made (28 CFR 35.102-35.104 ADA Title 1.).

Participate in this virtual meeting with the online ZOOM application and/or by phone.

OPTION 1 -- Join the virtual meeting from any device:

1. First-time ZOOM users, go to www.zoom.us
 - To download the free ZOOM Cloud Meetings app for your device
 - Or, click the Join Meeting link in the top right corner and paste - 94567007997
2. From any device click the meeting link - <https://zoom.us/j/94567007997>
3. Enter your email and name, and then join webinar.
4. Wait for host to start the meeting.

OPTION 2 -- Join the virtual meeting from your phone (audio only):

1. Dial 877-853-5257
2. When prompted, enter meeting ID 94567007997 #, and then ###

During Public Comment periods:

1. Attendees may click the **raise hand icon** in the app and you will be called upon to comment for up to 3 minutes.
 - By phone, hit *9 to "raise your hand"
2. Residents can send public comments to publiccomments@cityofcamas.us (limit 400 words).
These will be entered into the meeting record. Emails received by one hour before the start of the meeting will be emailed to the Council prior to the meeting start time. During the meeting, the clerk will read aloud the submitter's name, the subject, and the date/time it was received. Emails will be accepted until 1 hour received after the meeting and will be emailed to the Council no later than the end of the next business day.

SPECIAL MEETING

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENTS

CONSENT AGENDA

NOTE: Consent Agenda items may be removed for general discussion or action.

These materials are archived electronically by the City of Camas. DESTROY AFTER USE.

1. [August 31 and September 8, 2020 Camas City Council Special Meeting Minutes](#)
2. Automated Clearing House and Claim Checks Approved by Finance Committee
3. [18th Avenue Reservoir Controls Contract \(Submitted by Sam Adams, Utilities Manager\)](#)

NON-AGENDA ITEMS

4. Staff
5. Council

MAYOR

6. Mayor Announcements

MEETING ITEMS

7. [City of Camas Proclamation of Civil Emergency COVID-19](#)
[Presenter: Jamal Fox, City Administrator](#)
8. [Resolution No. 20-010 Adopting the North Shore Subarea Plan Vision Statement](#)
[Presenter: Sarah Fox, Senior Planner](#)
9. [Annual Comprehensive Plan Amendments](#)
[Presenter: Sarah Fox, Senior Planner](#)
10. [Public Hearing for Cellco Partnership \(d/b/a Verizon\) Franchise and License Agreements](#)
[Presenter: Steve Wall, Public Works Director](#)

PUBLIC COMMENTS

ADJOURNMENT



City Council Special Meeting Minutes - Draft
Monday, August 31, 2020, 2:30 PM
REMOTE MEETING PARTICIPATION

NOTE: Please see the published Agenda Packet for all item file attachments

CALL TO ORDER

Mayor McDonnell called the meeting to order at 2:30 p.m.

ROLL CALL

Present: Council Members Greg Anderson, Ellen Burton, Bonnie Carter, Don Chaney, Steve Hogan, Shannon Roberts and Melissa Smith

Staff: Bernie Bacon, Jamal Fox, Jennifer Gorsuch and Heather Rowley

Press: No one from the press was present

EXECUTIVE SESSION

1. Executive Session – Potential Litigation (RCW 42.30.110)

The Council met in an Executive Session regarding potential litigation per RCW 42.30.110. Mayor McDonnell stated that the Executive Session was scheduled to last approximately 30 minutes.

He recessed the meeting at 2:32 p.m. It was held via online ZOOM application. Elected officials present were: Mayor McDonnell and Council Members Anderson, Burton, Carter, Chaney, Hogan, Roberts and Smith. Others present were City Administrator Jamal Fox, Administrative Services Director Jennifer Gorsuch and WCIA Attorney Beth McIntyre.

Mayor McDonnell reconvened the meeting at 3:33 p.m.

MEETING ITEM

2. Separation Agreement
Presenter: Jennifer Gorsuch, Administrative Services Director

It was moved by Carter, and seconded, to authorize the Mayor to sign the Separation Agreement and Release of Claims as written.

ADJOURNMENT

The meeting adjourned at 3:35 p.m.



City Council Workshop Minutes - Draft
Tuesday, September 08, 2020, 4:30 PM
REMOTE PARTICIPATION

NOTE: Please see the published Agenda Packet for all item file attachments

CALL TO ORDER

Mayor McDonnell called the meeting to order at 4:30 p.m.

ROLL CALL

Present: Council Members Greg Anderson, Ellen Burton, Bonnie Carter, Don Chaney, Steve Hogan and Shannon Roberts

Excused: Council Member Melissa Smith

Staff: Phil Bourquin, Jamal Fox, Sarah Fox, Jennifer Gorsuch, Cathy Huber Nickerson, Heather Rowley and Steve Wall

Press: No one from the press was present

PUBLIC COMMENTS

Scott McElhaney, 4227 NW Sage Loop, Camas, commented about the workshop agenda items.

Additional public comments received via publiccomments@cityofcamas.us are attached to these minutes.

WORKSHOP TOPICS

1. City of Camas 2021 Budget Property Tax Presentation
Presenter: Cathy Huber Nickerson, Finance Director

Huber Nickerson reviewed the property tax presentation. Discussion ensued.

2. Position Description Title Change
Presenter: Jennifer Gorsuch, Administrative Services Director and Jamal Fox, City Administrator

Gorsuch and Fox provided an overview and discussion ensued. This item was also placed on the September 8, 2020 Regular Meeting Agenda for Council's consideration.

3. North Shore Subarea Plan Vision Statement Draft
Presenter: Sarah Fox, Senior Planner

Fox reviewed the vision statement. Discussion ensued. A resolution will be placed on the September 21, 2020 Regular Meeting Agenda for Council's consideration.

4. Annual Comprehensive Plan Amendments
Presenter: Sarah Fox, Senior Planner

Fox reviewed the proposed amendments and responded to Council's questions. A resolution will be placed on the September 21, 2020 Regular Meeting agenda for Council's consideration.

5. Community Development Miscellaneous and Updates
This is a placeholder for miscellaneous or emergent items.
Presenter: Phil Bourquin, Community Development Director

Bourquin deferred to Sarah Fox, who provided updates about the Shoreline Master Program and the Camas Housing Action Plan.

6. Public Works Miscellaneous and Updates
This is a placeholder for miscellaneous or emergent items.
Presenter: Steve Wall, Public Works Director

Wall announced the City was awarded grant funding for NW 38th Avenue improvements and an outstanding performance award from the Department of Ecology for the Waste Water Treatment Plant.

Carter thanked Operations staff for their efforts after the recent storm event.

Burton thanked staff for the Brady Road improvements.

7. City Administrator Miscellaneous and Updates
This is a placeholder for miscellaneous or emergent items.
Presenter: Jamal Fox, City Administrator

Fox thanked staff from Public Works, Fire, and Police for their response during the storm event and fires. He commented about the Mill Mural dedication hosted by the Downtown Camas Association (DCA).

COUNCIL COMMENTS AND REPORTS

Carter attended and commented about meetings of the Port of Camas-Washougal, the Clark County restaurant owner round table, and the Finance Committee. She will attend the Library Board of Trustees meeting.

Hogan commented about the Wastewater Treatment Plant Award, the 38th Street project, the lake water quality efforts, the Heritage Trail parking area, and the businesses in Downtown Camas.

Acheson and Wall responded to Hogan about the Heritage Trail parking area.

Roberts attended and commented about meetings of the DCA and the Planning Commission. She also commented about Clark County Department of Health, COVID-19, and an email request from In God We Trust America Incorporated.

Mayor commented about the In God We Trust email request.

Carter commented about the proposed equity commission.

Chaney thanked Planning staff for their efforts and presentations. He commented about the Clark Regional Emergency Services Agency (CRESA) meeting he attended.

Burton attended the Columbia River Economic Development Commission (CREDC) meeting and provided an update.

Mayor commented about the proposed equity commission.

PUBLIC COMMENTS

Scott McElhaney, 4227 NW Sage Loop, Camas, commented about the Wastewater Treatment Plant Award, the North Shore Vision Statement, and the Comprehensive Plan Amendments.

ADJOURNMENT

The meeting adjourned 6:19 p.m.

From: [Emilia Brasier](#)
To: [Public Comments](#)
Subject: Equity commission
Date: Thursday, September 3, 2020 9:03:54 PM

Hi. My name is Emilia Brasier. I live at 4132 Ne Hayes St, Camas, WA 98607.

I would like to state my support for a city equity commission.

Thank you,
Emilia Brasier

From: [swati wilson](#)
To: [Public Comments](#)
Subject: Camas Needs An Equity Commission
Date: Tuesday, September 8, 2020 6:16:06 PM

Hello City of Camas,

In light of recent events that have moderate & liberal Whites and all People of Color (including me) on edge, some of us are trying to work out schedule complications to be at tonight's City Zoom Meeting to present the idea of an Equity Commission.

Incase we can't get back on time, some of us are emailing this to you as public comments before the City Mtg and those of us can attend will bring it up during public comments as well.

Here are many examples of Equity Commissions established by City Governments for you to look over please.

https://www.google.com/search?q=why+does+a+city+need+an+equity+commission%3F&sxsrf=ALeKk0283s7uVbmCTt--NjUQu9Lm2NOx_w:1599594217895&source=Int&tbs=qdr:y&sa=X&ved=2ahUKEwj8k5HppNrrAhVsFzQIHay1AEoQpwV6BAgMEB4&biw=1309&bih=657

Sincerely,
Mrs Swati Wilson
Representing Camasonians who are Moderates, Liberals, People of Color

NOTICE OF PUBLIC DISCLOSURE: This e-mail account is public domain. Any correspondence from or to this e-mail account may be a public record. Accordingly, this e-mail, in whole or in part may be subject to disclosure pursuant to RCW 42.56, regardless of any claim of confidentiality or privilege asserted by an external party.



City Council Regular Meeting Minutes - Draft
Tuesday, September 08, 2020, 7:00 PM
REMOTE PARTICIPATION

NOTE: Please see the published Agenda Packet for all item file attachments

CALL TO ORDER

Mayor McDonnell called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL

Present: Council Members Greg Anderson, Ellen Burton, Bonnie Carter, Don Chaney, Steve Hogan and Shannon Roberts

Excused: Council Member Melissa Smith

Staff: Phil Bourquin, James Carothers, Jamal Fox, Jennifer Gorsuch, Cathy Huber Nickerson, Shawn MacPherson, Heather Rowley and Steve Wall

Press: No one from the press was present

PUBLIC COMMENTS

Jeryln Holland, Ogden Street, Camas, commented about affordable housing and an equity commission.

CONSENT AGENDA

NOTE: Consent Agenda items may be removed for general discussion or action.

1. August 17, 2020 Camas City Council Regular and Workshop Special Meeting Minutes
2. \$1,953,612.93 Automated Clearing House and Claim Checks Numbered 145180 to 145324
 \$2,299,170.81 Automated Clearing House, Direct Deposit and Payroll Checks Numbered 7855 to 7861 and Payroll Accounts Payable Checks Numbered 145173 through 145179

It was moved by Council Member Carter, and seconded, to approve the Consent Agenda. The motion carried unanimously.

NON-AGENDA ITEMS

3. Staff

There were no updates from staff.

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4. Council

Chaney, Burton and Roberts welcomed new City Administrator Jamal Fox.

Roberts commented about Downtown Camas businesses.

Mayor commented about Roberts' request in the Workshop meeting to discuss the topic In God We Trust.

MAYOR

5. Constitution Week Proclamation

Mayor proclaimed September 17-24, 2020 as Constitution Week in Camas.

6. Childhood Cancer Awareness Month Proclamation

Mayor proclaimed September 2020 as Childhood Cancer Awareness Month in Camas.

MEETING ITEMS

7. WSDOT Reimbursable Amendment for NE Lake Road and Everett (SR-500) Roundabout
Presenter: James Carothers, Engineering Manager

It was moved by Carter, and seconded, to approve the WSDOT Reimbursable Amendment. The motion carried unanimously.

8. City of Camas Proclamation of Civil Emergency COVID-19
Presenter: Jennifer Gorsuch, Administrative Services Director

It was moved by Roberts, and seconded, that the Mayor's Proclamation of Civil Emergency dated March 18, 2020, and the Supplement dated April 15, 2020, and the Amendment dated June 16, 2020, be reaffirmed. The motion carried unanimously.

9. Non-Represented Employee Vacation/PTO Accrual Carryover
Presenter: Jennifer Gorsuch, Administrative Services Director

It was moved by Chaney, and seconded, to amend the Non-Represented Employee Handbook to allow employees to exceed the vacation/PTO accrual cap at the end of 2020 and carry the accruals forward into 2021 and sun setting on December 31, 2021.

10. Resolution No. 20-009 Position Description Title Change
Presenter: Jennifer Gorsuch, Administrative Services Director

It was moved by Carter, and seconded, that Resolution No. 20.009 be read by title only. The motion carried unanimously.

It was moved by Roberts, and seconded, that Resolution No. 20.009 be adopted. The motion carried unanimously.

PUBLIC COMMENTS

No one from the public wished to speak.

ADJOURNMENT

The meeting adjourned at 7:31 p.m.



CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue
 Camas, WA 98607

Project No. WS-715

(544 Reservoir Instrumentation)

THIS AGREEMENT is entered into between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and **S&B Inc.**, hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. Project Designation. The Consultant is retained by the City to perform professional services in connection with the project designated as the **544 Reservoir Instrumentation** .
2. Scope of Services. Consultant agrees to perform the services, identified on **Exhibit "A"** attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
3. Time for Performance. Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than **June 2021**, unless an extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of this Agreement.
4. Payment. The Consultant shall be paid by the City for completed work and for services rendered under this agreement as follows:
 - a. Payment for the work provided by Consultant shall be made as provided on **Exhibit "A"** attached hereto, provided that the total amount of payment to Consultant shall not exceed the amounts for each task identified in **Exhibit "A"** (Scope of Services) inclusive of labor, materials, equipment supplies and expenses..
 - b. The consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the City and noted on this agreement. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
 - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
 - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for

a period of three (3) years after final payment. Copies shall be made available upon request.

5. Ownership and Use of Documents. All documents, drawings, specifications, electronic copies and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors.
6. Compliance with Laws. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement. Compliance shall include, but not limited to, 8 CFR Part 274a – Control of Employment of Aliens, § 274a.2 Verification of identity and employment authorization.
7. Indemnification. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, to the extent arising out of or in connection with Consultant's negligence in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City of Camas.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Consultant's Liability Insurance.
 - a. Insurance Term. The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agent, representatives, employees or subconsultants.

Consultant shall obtain insurance of types and amounts described below:
 - b. No Limitation. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
 - c. Minimum Scope of Insurance. Consultant shall obtain insurance of types and amounts described below:
 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per accident covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office(ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 2. Commercial General Liability insurance in the amount of no less then \$1,000,000.00 for each occurrence and \$2,000,000.00 general aggregate and a \$2,000,000.00

products-completed operation aggregate limit shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent consultants, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract.

3. Professional Liability insurance appropriate to the consultant's profession in the amount of no less than \$1,000,000.00 per claim and \$1,000,000.00 policy aggregate limit.
 4. Workers' Compensation coverage as required by Industrial Insurance laws of the State of Washington.
 5. Verification. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, showing the City of Camas as a named additional insured, evidencing the Automobile Liability and Commercial General Liability of the Consultant before commencement of the work.
- d. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
 - e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
 - f. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.
 - g. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
 - h. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
 - i. City Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.
9. Independent Consultant. The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be

responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.

10. Covenant Against Contingent Fees. The Consultant warrants that he/she has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
11. Discrimination Prohibited. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:
- Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)
 - Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)
 - Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)
 - Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)
 - Civil Rights Restoration Act of 1987
(Public Law 100-259)
 - Americans with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)
 - 49 CFR Part 21
 - 23 CFR Part 200
 - RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the Consultant is bound by the provisions of **Exhibit "B"** attached hereto and by this reference made part of this Agreement, and shall include the attached **Exhibit "B"** in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

12. Confidentiality. The Contractor agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Contractor agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City.
13. Work Product. All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the Contractor while performing the Services shall belong to the City. Upon written notice by the City during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Contractor shall deliver all copies of any such work product remaining in the possession of the Contractor to the City.
14. Certification Regarding Debarment, Suspension, or Ineligibility and Voluntary Exclusion—Primary and Lower Tier Covered Transactions.

- a. The Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.
 2. Have not within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this section; and
 4. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
- b. Where the Contractor is unable to certify to any of the statements in this contract, the Contractor shall attach an explanation to this contract.
- c. The Contractor agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the BOARD.
- d. The Contractor further agrees by signing this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Lower Tier Covered Transactions

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
- e. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the BOARD for assistance in obtaining a copy of these regulations.

15. Intellectual Property.

- a. Warranty of Non-infringement. Contractor represents and warrants that the Contractor is either the author of all deliverables to be provided under this Agreement or has obtained and holds all rights necessary to carry out this Agreement. Contractor further represents and warrants that the Services to be provided under this Agreement do not and will not infringe

any copyright, patent, trademark, trade secret or other intellectual property right of any third party.

- b. Rights in Data. Unless otherwise provided, data which originates from this Agreement shall be a "work for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the City. Data shall include, but not be limited to reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, films, tapes, and sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.
16. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.
17. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
18. Conflict of Interest. It is recognized that Contractor may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.
19. City's Right to Terminate Contract. The City shall have the right at its discretion and determination to terminate the contract following ten (10) calendar days written notice. The consultant shall be entitled to payment for work thus far performed and any associated expenses, but only after the city has received to its satisfaction the work completed in connection with the services to be rendered under this agreement.
20. Notices. Notices to the City of Camas shall be sent to the following address:
 Sam Adams, PE
 City of Camas
 616 NE 4th Avenue
 Camas, WA 98607
 PH: 360-817-7003
 FX:
 EMAIL: sadams@cityofcamas.us

Notices to Consultant shall be sent to the following address:

Randy Stead
 S&B Inc.
 13200 SE 30th Avenue
 Bellevue, WA 98005
 PH: 425-644-1700
 FX: 425-746-9312
 EMAIL: XXX

21. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this

Agreement shall prevail. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision herof and such other provisions shall remain in full force and effect.

- 22. Arbitration Clause. In the event a dispute shall arise between the parties to this Agreement, it is hereby agreed that the dispute shall be referred to the Portland USA&M office or alternate service by agreement of the parties for arbitration in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The artibtrator's decision shall be final and legally binding and judgment be entered thereon.

Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including reasonable attorney's fee for having to compel arbitration or defend or enforce award.

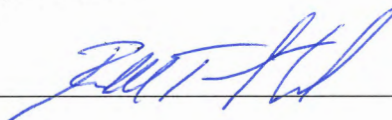
- 23. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.
- 24. Venue. The venue for any dispute related to this Agreement or for any action to enforce any term of this Agreement shall be Clark County, Washington.
- 25. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law or in equity.
- 26. Counterparts. Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counter-parts, which counterparts shall collectively constitute the entire Agreement.

DATED this 13th day of March, 2020.

CITY OF CAMAS:

CONSULTANT:
Authorized Representative

By _____

By  _____

Print Name _____

Print Name Randall T. Stead

Title _____

Title President

Approved as to Form:

City Attorney

**EXHIBIT "A"
SCOPE OF SERVICES**

Item 3.



S&B inc. 13200 SE 30th St., Bellevue, Washington 98005 (425) 644-1700 FAX (425) 746-9312

December 8, 2019

Gray & Osborne, Inc
18th Avenue Reservoir and 544 Zone Improvements Design Team

Via email: Russ Porter [rporter@g-o.com]
Sam Adams [SAdams@cityofcamas.us]

Subject: City of Camas, WA
18th Avenue Reservoir and 544 Pump Zone Improvements, Project WS-715
Automation and Control Systems
Scope of Work and Price

Dear Design Team:

Based on information represented in the bid documents, we prepared the attached set of block diagrams that convey the automation and control system requirements for the proposed project work. The new reservoir controls will include a “fill balancing” scheme to allow the operator to select the preferred 544’ HGL zone reservoir for control as well as the fill method for 18th Ave Reservoir to fill last or to fill at the same time as Lacamas. Our scope of work includes the supply of instrumentation, field sensors and the RTU / power control panel for the 18th Avenue Reservoir as identified in the bid documents. In addition, it includes a power supply control panel for the proposed valve at the existing Lacamas Reservoir that will provide 24Vdc power to operate the new motorized actuator. In addition, our field engineer will reconfigure the existing RTU to receive the additional signals required at Lacamas. The following quotation is provided for your review and authorization to proceed. S&B does not provide “trade labor”, installation labor associated with field construction of the control system is not included in this scope of work. Our scope of work includes our field engineering services necessary for pre-energization inspection, startup and commissioning.

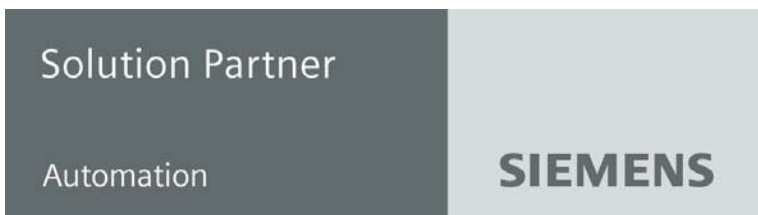
Sections 40 61 00:

This category includes the engineering, design, and system integration (control panel) work including PLC, HMI, and SCADA programming. There are two control panels included in this design price:

Panel No.	Purpose	Mounting	NEMA	Dimensions H" x W" x D"	Location
RTU	Remote Telemetry Unit	Outdoor Free-Standing	3R	72x24x18	18 th Ave Reservoir
Batt Panel	24Vdc Power and Seismic Sensor Enclosure	Wall Mount	4	24"x20"x10"	Lacamas Reservoir

Control Panels Sub-total Price: \$ 26,067.00

This work also includes the supply of primary elements, transmitters, and sensors for use by the SCADA control system. Work includes furnishing, calibrating, adjusting, testing and documenting startup.



Camas.18thAveRes_544z.rev1.docx

Subject: City of Camas, WA
 18th Avenue Reservoir and 544 Pump Zone Improvements, Project WS-715
 Automation and Control Systems

Page 2 of 2

Table of Instruments per Section 40 61 00:

<u>Tag</u>	<u>Description</u>	<u>Instrument Type</u>
Inlet Vault		
01 LT 01	Reservoir Level, inlet	Gage Pressure
01 FS 01	Vault High Water	Float Level Detection
01 ZS 01	Valve Vault Hatch Ajar	Limit Switch (NEMA 6P type)
Outlet Vault		
01 FS 02	Vault High Water	Float Level Detection
01 ZS 02	Valve Vault Hatch Ajar	Limit Switch (NEMA 6P type)
Meter Vault		
01 FE 01	Reservoir Outlet Flow	16" Magnetic Flowmeter (Remote mount transmitter), 65' factory cable supplied
01 LT 02	Reservoir Level, inlet	Gage Pressure
01 FS 03	Vault High Water	Float Level Detection
01 ZS 03	Valve Vault Hatch Ajar	Limit Switch (NEMA 6P type)
18 th Avenue Reservoir		
01 ZS 04	Reservoir Hatch Ajar	Limit Switch (NEMA 6P type)
01 ZS 05	Reservoir Vent Ajar	Limit Switch (NEMA 6P type)
01 ZS 06	Reservoir Stair Door Ajar	Limit Switch (NEMA 6P type)
01 LS 01	Reservoir High-High Flow	Float Level Detection
Lacamas Reservoir Site		
02 PT 01	Lacamas Res Level	Gage Pressure
02 FS 01	Vault High Water	Float Level Detection
02 ZS 01	Valve Vault Hatch Ajar	Limit Switch (NEMA 6P type)

Instruments and Field Sensor Sub-total Price: \$ 13,731.00

Professional Services for engineering, design, system acceptance testing and final As Built of the automation and control system. This work includes software modifications to the master telemetry system, SCADA computer graphics, and the RTUs PLC / HMI software development.

Professional Services Sub-total Price: \$ 28,791.00

8.4% Washington State and Local Sales Taxes: \$ 3,343.03

Total Price: \$ 71,932.03

Pricing reflects purchase prior to March 31, 2020. Please feel free to contact us regarding any questions that you may have regarding our scope of work and price proposal. The pricing breakouts are

Yours truly,



Randall T. Stead
 President
 S&B Inc.

**EXHIBIT “B”
TITLE VI ASSURANCES**

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agree as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the “REGULATIONS”), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Equal Opportunity Employer:** The CONSULTANT, In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by Consultant or its selection and retention of sub-consultants, including procurement of materials and leases of equipment, of any level, or any of those entities employees, agents, sub-consultants, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT’s obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination of the grounds of race, color, sex, or national origin.
4. **Information and Report:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT’s non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part.

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.



Staff Report – Consent Agenda

18th Avenue Reservoir Controls Contract
(Submitted by Sam Adams, Utilities Manager)

Phone	Email
360.817.7003	sadams@cityofcamas.us

INTRODUCTION/PURPOSE/SUMMARY: Professional Services Agreement with S&B Inc. to provide SCADA controls for the 18th Avenue Reservoir

BUDGET IMPACT: Total cost of \$71,932.03. 18th Reservoir project budget has funds available to pay for this work.

Recommendation/Recommended Action/Action Requested: Authorize the Mayor to sign contract with S&B Inc. for \$71,932.03.

PROCLAMATION OF CIVIL EMERGENCY

CITY OF CAMAS, WASHINGTON

Whereas, Camas Municipal Code Section 2.48.020 provides that in the event an emergency occurs which causes or is tending to cause danger or injury to persons or damage to property to such an extent that extraordinary measures must be taken to protect the public health, safety and welfare then the Mayor may proclaim a civil emergency to exist; and

Whereas, in the interest of public safety and welfare, Washington state law under Chapter 38.52 RCW sets forth certain powers exercisable by municipalities in the event of emergencies; and

Whereas, Camas Municipal Code Chapter 8.56 sets forth additional procedures and powers related to Emergency Management; and

Whereas, on February 29, 2020, Governor Jay Inslee declared a state of emergency due to the public health emergency posed by the coronavirus 2019 (hereafter COVID-19); and

Whereas, on March 13, 2020, the Clark County Council announced a state of emergency resolution for Clark County regarding COVID-19. Similar emergency declarations have been issued in Washington, Multnomah, and Clackamas counties in the Portland metropolitan area; and

Whereas, on March 13, 2020, Governor Inslee ordered all K-12 public and private schools in Washington State to close by no later than March 17, 2020 and remained closed through April 24, 2020, further ordering on March 16, 2020 a statewide emergency proclamation to temporarily shut down restaurants, bars and entertainment and recreational facilities and ban all gatherings with over 50 participants, with all gatherings under 50 participants to be prohibited unless previously announced criteria for public health and social distancing are met; and

Whereas, on March 13, 2020, President Donald Trump declared a national emergency in the United States of America related to the COVID-19 outbreak; and

Whereas, as of March 14, 2020, the Washington State Department of Health reported a total of 642 confirmed cases of COVID-19 with 40 resulting deaths. As of March 14, 2020, at least 3 confirmed cases of COVID-19 have been reported in Clark County; and

Whereas, as reported by the Washington State Department of Health:

Public health experts agree that the true number of people who have been infected with COVID-19 in Washington greatly exceeds the number of COVID-19 infections that have been laboratory-confirmed. It is very difficult to know exactly how many people in Washington have been infected to date since most people with COVID-19 experience mild illness and the ability to get tested is still not widely available; and

Whereas, as Mayor of the City of Camas I have determined that it is necessary to proclaim the existence of a civil emergency and to take such actions as may be required to effectively utilize city resources in the protection of the public health, safety and welfare;

NOW, THEREFORE I, Barry McDonnell, Mayor of the City of Camas, Proclaim as follows:

1. I declare there is a civil emergency caused by COVID-19 in the City of Camas.
2. The civil emergency requires the implementation of those powers delineated in Chapter 2.48 and 8.56 of the Camas Municipal Code and Chapter 38.52 RCW.
3. To the extent of such powers as granted by law, the City may enter into contracts and incur obligations, and take any other appropriate action necessary to address and respond to the emergency to protect the health and safety of persons and properties and to provide emergency assistance to persons affected by this emergency.
4. These powers will be exercised in light of the exigencies of the situation without regard to the formalities prescribed by State statutes and rules, or by City ordinance (except for mandatory constitutional requirements). These include but are not limited to budget law limitations, requirements for competitive bidding, publication of notices related to the performance of public work, entering into contracts, incurring of obligations, employment of temporary workers, rental of equipment, purchase of supplies and equipment, and the appropriation and expenditure of funds.
5. I delegate to the Department heads and their designees the authority to solicit quotes and estimates for contracts necessary to combat the emergency. Department heads may enter into contracts in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000). Contracts over this amount will be signed by the Mayor.
6. Department heads are further authorized to reassign staff from their ordinary duties to work deemed necessary to address the emergency outside their normal job duties and to require work beyond normal working hours in the performance of duties deemed necessary to respond to the emergency.
7. Pursuant to Camas Municipal Code sections 2.48.020 and 8.56.080 a copy of this Proclamation shall be filed with the City Clerk, a copy delivered to the Director of Emergency Management, State Emergency Management, and the Governor and the news media within the City shall be advised, with copies of this Proclamation posted at public places as may heretofore be designated.
8. This Proclamation will take effect upon my signature and will remain in effect until modified or terminated pursuant to Camas Municipal Code Section 2.48.040.

DATED AND SIGNED THIS 18th DAY OF MARCH, 2020.

City of Camas



Mayor Barry McDonnell

SUPPLEMENT TO PROCLAMATION OF CIVIL EMERGENCY
ISSUED MARCH 18, 2020
CITY OF CAMAS, WASHINGTON

The recitals as set forth in the Proclamation of Civil Emergency, City of Camas, Washington issued March 18, 2020 are hereby adopted by reference.

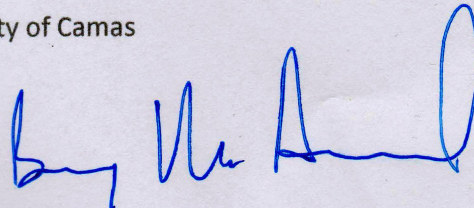
For and as supplement to said Proclamation, as Mayor of the City of Camas, do Proclaim as follows:

1. The City hereby implements a moratorium on the hiring of new employees with exceptions to be granted on a case-by-case basis by the Mayor.
2. City employee accrual of overtime shall be limited to emergency and unavoidable circumstances.
3. The City hereby implements a moratorium on the hiring of any seasonal staff with exceptions to be granted by the Mayor.
4. No employee or elected official business travel, conference attendance, or training shall be occur except as required by law, with limited exceptions as may be otherwise approved in advance.
5. All City departments shall maintain their ongoing strict adherence to established budgets.
6. City capital projects deemed non-essential will be placed on hold.

This Supplement to Proclamation of Civil Emergency shall take effect upon my signature and will remain in effect until modified or terminated pursuant to Camas Municipal Code 2.48.040.

DATED AND SIGNED THIS 15TH DAY OF APRIL, 2020

City of Camas



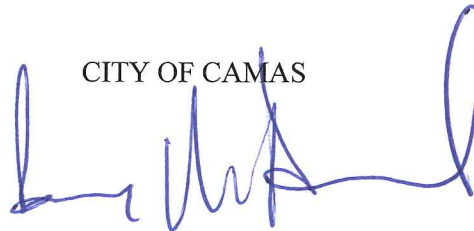
Mayor Barry McDonnell

FIRST AMENDMENT TO PROCLAMATION OF CIVIL EMERGENCY

Pursuant to Camas Municipal Code Section 2.48.040, the Supplement to Proclamation of Civil Emergency issued April 15, 2020 is amended to strike section 6 thereof.

DATED AND SIGNED THIS 16TH DAY OF JUNE, 2020.

CITY OF CAMAS



Mayor Barry McDonnell

Staff Report – Resolution

Date: September 21, 2020

Resolution No. 20-010 Adopting the North Shore Subarea Plan Vision Statement
 Presenter: Sarah Fox, Senior Planner

Phone	Email
360.513.2729	sfox@cityofcamas.us

PUBLIC NOTICES:

Notice of Public Hearing was published in the Post Record on 8/6/20 and 8/13/20, Legal publication #431350. Notice of Public Hearing was posted on the city’s website starting on 7/30/20. Emails were sent to interested citizens on July 28, 2020 and also throughout the project on the following days: 9/26/19; 11/15/19; 12/6/19; 12/16/19; 1/17/20; and 2/14/20. A mailer was sent citywide on December 12, 2019. The city newsletter included information on the project January 2020. Information has been available throughout the project at www.camasnorthshore.com, along with Facebook posts and invitations to join the public events.

SUMMARY

The North Shore Subarea Plan will guide future growth and development in the area north of Lacamas Lake.

Beginning in the summer of 2019, the first phase of the North Shore Subarea Plan process engaged the Camas community in an effort to re-think the current zoning, including a community vision, conceptual road alignment, land use designations, and a projection for future jobs and housing.

To create the community vision, the City conducted a series of vision outreach activities, including:

- Visits to Discovery High School, Camas Farmers Market, Camas High School and Camas Youth Advisory Council to encourage participation.
- Twenty-one stakeholder interviews with property owners within North Shore, representatives from the Camas School District, the Port of Camas-Washougal, and elected officials.
- Online survey #1 taken by 583 community members.
- Student workshop at Discovery High School to map future land uses.
- Community forum attended by approximately 100 community members (82 signed-in).
- Online survey #2 taken by 678 community members.
- Email and Facebook comments.
- Community Vision Workshop attended by approximately 100 citizens (81 signed-in).
- Workshop before Planning Commission on July 21, 2020.
- Public hearing on August 18, 2020. The Planning Commission unanimously forwarded a North Shore Subarea Vision for approval to Council.

Among the thousands of comments collected, a series of themes emerged indicating how the Camas community wants to see the North Shore area develop over time. The vision outreach comments and these themes are translated into the North Shore Vision.

RESOLUTION NO. 20-010

A RESOLUTION adopting the Vision Statement for the City of Camas North Shore Subarea Plan.

WHEREAS, the North Shore area of the City of Camas includes rural and agricultural land and single-family residences with large acreages; and

WHEREAS, in 2013 the City established current zoning in this area through a Development Agreement with a coalition of property owners pursuant to Resolution No. 1277; and

WHEREAS, commencing summer 2019 the City began the first phase of a comprehensive review of the community vision for the North Shore area to address current zoning needs, conceptual road alignments, land use designations, and future job and housing projections; and

WHEREAS, continuing into summer 2020 the City conducted a series of vision outreach activities including stakeholder interviews, online surveys, social media outreach, and community forums and workshops, including a workshop before the City Planning Commission held on July 21, 2020 which have resulted in the City receiving substantial community input numbering into thousands of individual comments; and

WHEREAS, the City Planning Commission held a Public Hearing, duly advertised according to law, on August 18, 2020 for consideration of the proposed Vision Statement for the North Shore Subarea Plan and have unanimously forwarded their recommendation thereof; and

WHEREAS, through the comprehensive review as outlined herein the City has developed the North Shore Subarea Plan Vision document as presented for final consideration by City Council; and

WHEREAS, the Council desires to adopt the Vision Statement as outlined for the North Shore Subarea as hereinafter set forth;

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

I

That document entitled "Camas North Shore Subarea Plan Vision" is hereby adopted by reference as the Vision Statement for the North Shore Area as designated in the City of Camas.

II

The Community Development Director is directed to maintain a copy of the Camas North Shore Subarea Plan Vision document available for public inspection.

ADOPTED at a regular meeting of the Council of the City of Camas, this 21st day of September, 2020.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney

Camas North Shore Subarea Plan Vision

1. **Preserve the North Shore’s natural beauty and environmental health.** Policies, regulations and design rules must protect significant trees, tree groves, and surrounding lakes. Identify and preserve views to the treed hillside and the lake.
2. **Plan a network of green spaces and recreational opportunities.** Integrate a variety of parks, playgrounds, trails and open spaces into residential and employment areas throughout the North Shore area. Create a “green corridor” along the lake that completes the Heritage Trail, provides lake access and buffers the lake from adjacent development.
3. **Cluster uses for a walkable community.** Concentrate homes close to schools and around commercial nodes so residents can meet daily needs without driving. Use sidewalks, pedestrian trails and bike paths to connect residents to neighborhood destinations.
4. **Provide a variety of housing options.** Plan for diverse housing types appropriate for varying incomes, sizes and life stages.
5. **Locate Industrial Parks and Commercial Centers to the north.** Protect the environmental integrity of the lake and aesthetic quality of the area by siting light industrial and office uses away from the lake and adjacent to the airport. Encourage commercial activities along high traffic corridors, such as NE Everett St.
6. **Favor local-serving businesses.** Encourage small, local businesses such as restaurants, cafes and grocers that serve North Shore residents and businesses, while complimenting downtown Camas.
7. **Plan for needed schools and infrastructure.** Ensure adequate roads, schools and utilities are in place before development occurs. Invest in transportation improvements such as a new roadway through the North Shore and NE Everett improvements to minimize traffic impacts and maximize safety.
8. **Strive to maintain Camas’ small town feel.** Sustain the city’s quality of life through phased and sustainable growth that contributes to community character.

STAFF REPORT

Annual Comprehensive Plan Amendments
 City File Numbers: CPA20-01, CPA20-02, and CPA20-03

TO: Mayor McDonnell
 City Council **DATE:** September 11, 2020

FROM: Sarah Fox, Senior Planner on behalf of the Planning Commission

LOCATION: Refer to individual cases

PUBLIC NOTICES: A workshop before Council was held on September 8, 2020 and a public meeting date was set for September 21, 2020. A Planning Commission public hearing notice was posted on the city’s website and in the Camas Post Record on July 30, 2020 and August 6, 2020. Legal publication #429980.

WA Department of Commerce: Notice of intent to adopt amendments was received by the Department of Commerce on July 22, 2020 (Material ID #202-S-1607). The 60-day notice period ends on September 20, 2020.

STATE ENVIRONMENTAL POLICY ACT (SEPA) The city issued a SEPA determination of Non-Significance Non-Project Action for both proposed amendments. The comment period began on July 30, 2020 and runs for 14 days. Notices were published in the Camas Post Record, legal publication numbers 428290 (SEPA20-01) and 428280 (SEPA20-07). Determinations were mailed to property owners within 300-feet of the properties on July 23, 2020. No appeals were filed by deadline.

APPLICABLE LAW: Camas Municipal Code Chapters (CMC) Chapter 18.51

Contents:

- I. COMPREHENSIVE PLAN AMENDMENT PROCESS2
- II. BACKGROUND2
- III. **EQUITY CONSIDERATIONS**2
- IV. LAND INVENTORY3
- V. APPLICABLE COMPREHENSIVE PLAN GOALS & POLICIES.....4
- VI. PROPOSED AMENDMENTS6
- VII. ATTACHMENTS AND EXHIBITS10
- VIII. PLANNING COMMISSION RECOMMENDATION11
- IX. TABLE 1 –2020 COMPREHENSIVE PLAN ACREAGE (PROPOSED).....12
- X. TABLE 2 - DEVELOPMENTS APPROVED SINCE 2016 TO DATE13
- XI. FIGURES OF EACH PROPOSED AMENDMENT.....14
- XII. ZONING REGULATIONS.....16

This Staff Report will:

- Analyze the City's Comprehensive Plan policies and goals
- Analyze the issues set forth in CMC 18.51

I COMPREHENSIVE PLAN AMENDMENT PROCESS

Each year in the months leading up to January, the City announces that proposed amendments to the Comprehensive Plan will be received for 30 days. The 2020 announcement was published in the Camas Post Record and ran weekly from November 19 to December 5, 2019. The City received two applications (Files: CPA20-02 and 03) and one withdrew (CPA20-01).

II BACKGROUND

In 2016, the city adopted a cover to cover update to its comprehensive plan and map, titled Camas 2035 (Ord. 16-010). The city's comprehensive plan guides land use development and public facility investment decisions, consistent with the state's Growth Management Act (GMA) and Clark County's Community Framework Plan.

The plan includes six elements that work together to achieve the community's vision and long-term economic vitality. Those elements include policies and goals as follows: Land Use; Housing; Natural Environment; Transportation and Street Plans; Public Facilities, Utilities, and Services; and Economic Development.

The plan anticipated that the city would have a total population of 34,098 in 2035 and would add 11,182 new jobs. The city's estimated 2020 population according to the Office of Finance and Budget (OFM) is 25,140, which is a 4.3% growth from 2019.

The City must evaluate proposed comprehensive plan changes in order to provide a balance of residential and employment lands. The City must also carefully evaluate the amount of developable land for each use, after deducting for critical areas or other challenges. The following report will discuss the city's compliance with the population and employment allocations to date and provide an analysis of the proposed amendments.

III EQUITY CONSIDERATIONS

WHAT ARE THE DESIRED RESULTS AND OUTCOMES FOR THIS AGENDA ITEM?

The desired outcome is to make amendments to the city's comprehensive plan map that will provide for adequate land for population and jobs within the planning horizon of 2035.

WHAT'S THE DATA? WHAT DOES THE DATA TELL US?

Refer to the following sections of this report that provide updates on housing and employment lands.

HOW HAVE COMMUNITIES BEEN ENGAGED? ARE THERE OPPORTUNITIES TO EXPAND ENGAGEMENT?

Staff provided briefings at workshops both before Planning Commission and City Council in advance of scheduling the public hearing. The city provided notices to individual properties in the vicinity of each proposal, along with publishing notices on the city's webpage and in the Camas-Post Record.

WHO WILL BENEFIT FROM OR BE BURDENED BY THIS AGENDA ITEM?

The applicant and property owners will directly benefit if proposed amendments are approved by Council. However, the city will benefit from adjustments to land use designations that result in meeting the goals of our comprehensive plan.

WHAT ARE THE STRATEGIES TO MITIGATE ANY UNINTENDED CONSEQUENCES?

The city may amend the comprehensive plan annually if an unintended consequence occur as a result of this year's decision.

DOES THIS AGENDA ITEM HAVE A DIFFERENTIAL IMPACT ON UNDERSERVED POPULATIONS, PEOPLE LIVING WITH DISABILITIES, AND/OR COMMUNITIES OF COLOR? PLEASE PROVIDE AVAILABLE DATA TO ILLUSTRATE THIS IMPACT.

Staff is unaware of any data to support an impact (positive or negative) to underserved populations if these amendments are approved.

WILL THIS AGENDA ITEM IMPROVE ADA ACCESSIBILITY FOR PEOPLE WITH DISABILITIES?

Improvements to the properties could increase the availability of housing for persons with disabilities.

WHAT POTENTIAL HURDLES EXISTS IN IMPLEMENTING THIS PROPOSAL (INCLUDE BOTH OPERATIONAL AND POLITICAL)?

Staff is unaware of any operational or political hurdles in regard to these proposed amendments.

HOW WILL YOU ENSURE ACCOUNTABILITY, COMMUNICATE, AND EVALUATE RESULTS?

The city must review its comprehensive plan goals, policies, and evaluate our progress by 2024.

BUDGET IMPACT:

No impacts to the city's budget were identified by staff.

IV. LAND INVENTORY

EMPLOYMENT LANDS

The city's vision for economic development (Camas 2035, Section 6.1) in part reads, "In 2035, the economy has grown to attract a variety of businesses that offer stable employment opportunities and family wage jobs in the medical and high tech fields."

The City has approximately 3,398 acres designated for employment (combined commercial and industrial lands), or 33% of the overall acreage. Based on Clark County's Vacant Buildable Lands Model, it is estimated that there is 1,124 net acres of vacant and underutilized employment land in

Camas. The model estimates that the city needs 337 net acres of Commercial land and 493 acres of Industrial land (total of 830 net acres) to create 11,182 additional jobs by 2035. According to the calculations, there is excess capacity of 294 net acres of employment land.

Given the high-level nature of the buildable lands analysis, there may be additional land that cannot be developed when detailed site plans are researched, or alternatively, a new employer may exceed the estimated jobs per acre based on whether their industry can expand vertically instead of lineally.

The Industrial comprehensive plan designation is comprised of the following zones: Light Industrial (LI); Light Industrial Business Park (LI/BP); Business Park (BP); and Heavy Industrial (HI). The city's industrial lands include the top employers, some school district properties, and provide family-wage jobs. Commercially designated properties include the following zones: Regional Commercial (RC); Downtown Commercial (DC); Mixed Use (MX); Neighborhood Commercial (NC); and Community Commercial (CC). The most recent commercial developments and preliminary approvals have occurred in the city's downtown and along NW 38th Avenue.

RESIDENTIAL LANDS

The majority of land in Camas is designated for single family residential uses (45%). Together with multifamily, residentially designated lands comprise approximately 53% of total acreage. Camas 2035 states that the city must add 3,868 new residential units within residentially designated areas by 2035 to meet the growth rate of 1.26 percent population growth per year. Since adoption in 2016, there has been an average of 250 residential units built per year.

Since 2016, preliminary plat approval has been granted to 18 developments for a total of 1,770 lots. The city has approved eight multi-family developments, with a combined multi-family unit total of 646 units. Refer to Section IX of this report for a detailed list of developments.

V APPLICABLE COMPREHENSIVE PLAN GOALS & POLICIES

In order to support changes to the comprehensive plan, Camas 2035, the city must determine that the plan is deficient or should not continue in effect. Further, the city must agree that the proposed amendments comply with and promote the goals of the growth management act.

Commercial and industrial properties are where we focus job growth in the city. The 2035 Plan includes goals and policies for job growth within the Economic Development element of the plan (Ch. 6). The Lofts at Camas Meadows (**CPA20-03**) is located within the "Grass Valley" area of the city, which is within an economic development target area. The Lofts at Camas Meadows proposes to amend the Industrial designation to Commercial, with an associated zoning of Mixed Use.

The Mills Family (**CPA20-02**) proposed amendments would convert a portion of their employment land to residential. This proposal must be evaluated based on the goals and policies within the Housing Element (Ch. 2) of the comprehensive plan along with specific goals for "North Shore" economic development area of the city.

Housing (Camas 2035, Ch. 2): The city's housing goals and policies focus on increasing housing diversity and affordability over the next 20 years. Citywide housing goal (H-1) states, "*Maintain the strength, vitality, and stability of all neighborhoods and promote the development of a variety of housing choices that meet the needs of all members of the community.*" The following policies are particularly applicable to the proposed amendments:

H-2.3: Any comprehensive plan designation change that increases residential capacity should require a quarter (25 percent) of the new units to be affordable to households earning 50 to 80 percent of Camas' MHI at the time of development.

H-2.4: All affordable housing created in the City should remain affordable for the longest possible term, whether created with public funds, through development agreements, or by regulation.

H-1.4: Require a percentage of newly created lots to include one or more of the following unit types (to be designated on the face of the plat): Single-story dwellings; Barrier-free dwellings (consistent with Americans with Disabilities Act [ADA] guidelines); ADUs, to be constructed concurrent with primary dwellings.

Employment Land Use (Camas 2035, Ch. 1): "Goal LU-2: Create a diversified economy and serve Camas residents and tourists by providing sufficient land throughout the City to support a variety of business types and employment opportunities."

Policy Lu-2.7: Protect employment land from conversion to residential uses in order to ensure an adequate supply of commercial and industrial land to meet 20-year employment projections.

Economic Development (Camas 2035, Ch. 6):

Grass Valley Economic Development Goal, ED 3: Promote a cooperative industrial business park in which businesses and the City share resources efficiently to achieve sustainable development, with the intention of increasing economic gains and improving environmental quality.

Policy ED-3.3: Protect employment land from conversion to residential uses by requiring an analysis of adequate buildable lands in Grass Valley to meet 20-year employment projections prior to land conversion approval.

North Shore Economic Development Goal, ED 4: To encourage master planning that allows a more intense level of development, well-served by transportation options and includes facilities for pedestrian and bicycle travel, a range of housing choices, and a mix of shops, services, and public spaces.

EVALUATION CRITERIA – CMC SECTION 18.51.030 (A-D)

The application materials must include responses to eight general questions (A-H, of CMC§18.51.010). All applications included responses as required and included SEPA checklists.

After considering whether or not the current plan is deficient, the Planning Commission must recommend whether to support, reject or defer the amendments to City Council. The code provides the following criteria at CMC§18.51.030:

- A. Impact upon the city of Camas comprehensive plan and zoning code;*
- B. Impact upon surrounding properties, if applicable;*
- C. Alternatives to the proposed amendment; and*
- D. Relevant code citations and other adopted documents that may be affected by the proposed change.*

At the following section, staff will address the applicable criteria for each proposal. At Section VIII of this report, there is a summary of the proposed changes to land use acreages. There are also detailed maps of each proposal at Section X.

VI PROPOSED AMENDMENTS

A. MILLS FAMILY PROPERTY (FILE #CPA20-02)

Site Description: The combined 57 acre property consists of two parcels that are designated a mix of Industrial and Multifamily, with three associated zones of Business Park (BP), Multifamily 18 (MF-18), and Multifamily 10 (MF-10). The parcels are currently vacant. The property is generally forested with portions of the property with steep slopes. To the south is land designated Single family residential. To the north and east are properties that contiguous with lands that are designated Business Park. To the west is Leadbetter Road and Lacamas Lake.

Discussion: The applicant requests that the city confirm designations and zoning that do not split parcel boundaries, which were split as a result of the sale of property to the city for park purposes. The applicant also requests an amendment to the Transportation Comprehensive Plan, which would ensure that there is access from Leadbetter Road, through adjacent private property, to connect to their properties. The propose roadway would not be a collector or arterial, which are the only road types included on the city's transportation map.

In order to evaluate the proposal, the city must consider the comprehensive plan goals and policies for both the North Shore (Economic Development, Chapter 6 – *see below*) and Housing (Chapter 2).

The goals and policies for North Shore envision that the area will be master planned for commercial and other economic uses (e.g. medical offices, grocery stores, and restaurants). New development in this area must also include pedestrian and bicycle connections to parks and trails to promote physical activity. A subarea planning process for 800 acres, which include the subject properties, started last summer and is still in progress. The ongoing work of the city to create a new North Shore Subarea Plan does not restrict current or future master planning for individual private properties. There is also not a moratorium imposed on the properties within the boundaries of the North Shore Subarea, and for that reason, there are no restrictions on individual properties bringing forward proposals to amend their land use designations in the interim.

As noted earlier in this report, the city's housing element states, "H-2.3: Any comprehensive plan designation change that increases residential capacity should require a quarter (25 percent) of the new units to be affordable to households earning 50 to 80 percent of Camas' MHI at the time of development."

The proposed amendment will convert Business Park designated land to residential, specifically increasing the city's overall multifamily area by 21 acres (9%

6.4.4 North Shore

The area north of Lacamas Lake is anticipated to experience substantial growth and redevelopment within the 20-year planning horizon. Planned transportation infrastructure will improve transportation connectivity throughout the City and support the employment and retail uses desired in the North Shore area. A large portion of the land in this area is zoned Business Park and Multi-Family, with some Commercial and lower density residential zoning. The Port of Camas-Washougal manages an airport that is outside City limits, but most of the developable land in the North Shore area is within the airport influence area.

North Shore Economic Development Goal

ED 4: To encourage master planning that allows a more intense level of development, well-served by transportation options and includes facilities for pedestrian and bicycle travel, a range of housing choices, and a mix of shops, services, and public spaces.

North Shore Economic Development Policies

ED-4.1: Promote the growth of businesses such as grocery stores, medical offices, and restaurants that will meet the retail and service needs of the population.

ED-4.2: Protect the viability of the airport as a significant economic resource to the community by encouraging compatible land uses⁷ and densities, and reducing hazards that may endanger the lives and property of the public and aviation users consistent with state laws RCW 36.70A.510 and RCW 36.70.547.

ED-4.3: Encourage new developments to include provisions for neighborhood parks that are within walking and biking distance of a person's home or work to encourage greater physical activity, including shared-use paths (or trails) that link homes, work and commercial centers, public transit, and community facilities.

ED-4.4: Promote economic development opportunities adjacent to the Port of Camas-Washougal's Grove Field that will benefit from additional transportation options.

ED-4.5: Preserve large tracts of land for large industry and master-planned commercial development.

ED-4.6: Support public-private partnerships for infrastructure development.

ED-4.7: Advocate better transit routes and service.

Camas 2035

increase), which means that Policy H-2.3 is applicable. However, the comprehensive plan housing policies have not been codified, meaning that there are no regulations requiring an applicant to adhere to this policy and the application did not include such provisions. This does not preclude any such proposal in the future development of the properties.

The city’s current multifamily zoning regulations include a minimum density of six units per net acre and a maximum density of 24 units per net acre in Cottage Overlay Zones. The subject property contains both MF-10 and MF-18 zoning. MF-10 has a maximum of 10 units per net acre and MF-18 allows a maximum of 18 units per net acre.

At page 2 of the application, the applicant requests that the properties develop with a minimum number of residential units for each property. The applicant is proposing that they be guaranteed “no less than” 475 new units. The applicant provided with Exhibit #6 (Dated 08-11-20) reports on the wetland, geological and archaeological resources of the properties. The city did not receive an application for development of the properties. An application for development might include a preliminary plat application, a preliminary site plan application, or even an application for a planned residential development given that the applicant would like the entirety of the properties to be designated as residential. Although the applicant submitted the critical area reports, the city is unaware of how the applicant may want to develop the properties, including whether the critical areas will be impacted or avoided. There are too many variables to consider with development of a vacant property.

In general, 70% of a property can be developed when there are no critical areas, with 30% of the site utilized for roads and other infrastructure. Keeping in mind that staff has not received a development application, staff estimated that the net developable area within the 57 acre site would provide in the range of 240 to 957 units (*min. 6 units/acre to max. 24 units/acre*). The city cannot guarantee 475 units, as requested, absent a preliminary site plan in combination with an analysis of the impacts to the critical areas.

Typically, if a development warrants a unique standard such as **guaranteeing** a certain number of units or requests a public improvement, then this would manifest as a provision within a development agreement or as a concomitant rezone agreement—separate from the annual comprehensive plan update. The applicant did not pursue either of these mechanisms. In absence of additional agreements, if the comprehensive plan amendments are approved, then the properties will be subject to the standards for the applicable zones at the time of development.

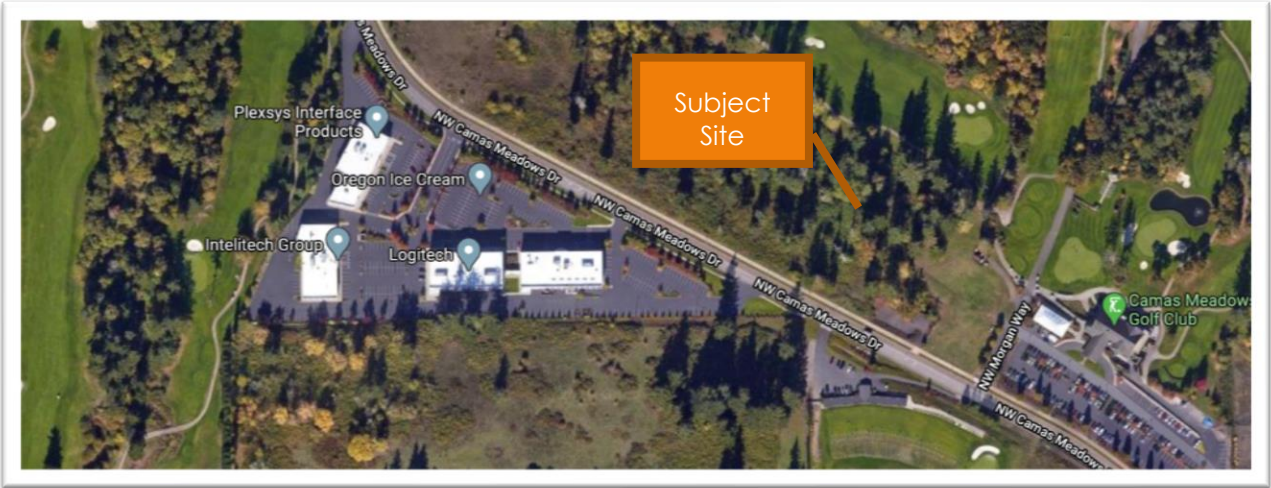
EVALUATION CRITERIA CMC18.51.030 (A-D) and CMC18.51.010 (C)	FINDINGS
Impact upon the city of Camas comprehensive plan and zoning code;	The amendment would decrease economic development lands and increase multifamily lands.
Impact upon surrounding properties, if applicable;	The majority of the subject properties would retain their current multifamily designation. The proposed change would be consistent with the residential designations of adjacent properties to all sides but to the north.
Alternatives to the proposed amendment; and	The applicant did not propose an alternative.

<p>Relevant code citations and other adopted documents that may be affected by the proposed change.</p>	<p>The proposed roadway access is not an arterial or collector, and for that reason would not warrant a modification to the Transportation Comprehensive Plan or the city's Six-Year Street Plan.</p>
<p>Why the current comprehensive plan is deficient or should not continue in effect.</p>	<p>The applicant's property is split by multiple land use designations due to a sale of land to the city and subsequent boundary adjustments. It is reasonable for the applicant to request that the full extent of each parcel contain a single designation.</p>

Staff Recommendation: Support amendment as proposed to change the Industrial designated properties to Multifamily with an associated rezone to MF-10 as depicted at Section X of this report.

B. LOFTS AT CAMAS MEADOWS (FILE #CPA20-03)

Site Description: The combined four-acre subject property is designated Light Industrial/Business Park (LI/BP) and is currently vacant. The same designation lies to the north, west and south of the site, albeit the properties have developed. To the north and east is the Camas Meadows Golf Course and across the street, to the south is an industrial business park. Further to the southeast are multifamily designated properties, with one project, the Village at Camas Meadows under construction. Another multifamily development is located north of the golf course. To the east of the golf course, there is a Business Park zone with a mixed use development planned.



Discussion: The applicant requests that the comprehensive plan designation of Light Industrial / Business Park (LI/BP) on four parcels be amended to Commercial, with an associated rezone of Mixed Use (MX). The nearest Commercial designated properties are located along NW Lake Road, approximately a half mile to the south.

In order to better evaluate the proposal, the city must consider the comprehensive plan goals and policies for the Grass Valley Area (Economic Development, Chapter 6) and the zoning regulations of the proposed Mixed Use Zone. The comprehensive plan specifically requires an analysis of buildable lands, for any proposed conversions within the Grass Valley area of the city, "**ED-3.3: Protect employment land from conversion to residential uses by requiring an analysis of adequate buildable**

lands in Grass Valley to meet 20-year employment projections prior to land conversion approval." For that reason, the applicant submitted a study to support their proposal, titled "Lands Needs Analysis for Mixed Use Development on a Site in Camas, Washington" (Johnson Economics, LLC, April 2020).

The analysis found (page 15) that conversion of the four acre site to a mixed use development could still provide the land necessary to achieve the city's 20-year job goals given that the 2035 Plan includes excess capacity. *"An inventory of Grass Valley industrial lands find that remaining parcels are sufficient to accommodate 69% of forecasted 20-year industrial employment (Figure 3.4), while the rest of the city could also accommodate an additional 63% of the forecast. This supports the Camas 2035 finding that there is significant overcapacity of industrial lands (132% of demand), and conversion of the subject site to a different use would not violate the policy of maintaining a 20-year supply in Grass Valley."*

Currently, the Mixed Use Zone has been applied to two areas of the city—adjacent to downtown and north of the intersection of Lake Road and Everett Road. Those areas were targeted for their redevelopment potential for transit-oriented developments¹, given the prevalence of small lots located near arterials and collectors. Those areas were also formerly designated a mix of other commercial designations that at the time prohibited new residential construction. The Mixed Use and Downtown Commercial zones are the only commercial zones in the city that allow a variety of residential uses outright. Camas 2035 ("Plan") at Section 1.4.5 states, *"Future conversion of commercial or industrial areas to MX should consider the benefits to the community, such as providing a gathering place (e.g., pocket park), housing options for a variety of income levels, and job opportunities."* This section of the Plan includes three policies and the following goal for mixed use areas. **"LU-5: To foster economically and socially diverse mixed neighborhoods as the foundation for a healthy city, which includes meeting the multi-modal transportation, housing, employment, education, recreation, and health needs of the citizens."**

The LI/BP Zone is almost entirely found on parcels in the northwestern section of the city. Over the past few comprehensive plan amendment cycles, properties have converted from LI/BP to either BP or RC zones due to the restrictive development standards of the LI/BP zone, which include deep building setbacks from property lines (Refer to Section XI of this report). The applicant's property has an average of 370 feet of depth from the roadway. If they designed a structure for the site under the current LI/BP standards, it could only be 70 feet deep given that the minimum front setback is 200-feet and the rear setback is 100-feet. In comparison, in the MX zone there is a *maximum* front building setback of 10-feet, meaning that a building must be established at the front property line or no further back than 10-feet. In addition, the applicant submitted conceptual site plans to better demonstrate the effects of the current development standards of the LI/BP zone (Refer to Exhibit #5).

Amendment of a comprehensive plan designation not only includes a consideration of the comprehensive plan, development standards of the zoning, but also includes a comparison of the allowed land uses within the current zone and proposed zone in order to evaluate the merits of the proposal and any unintended consequences of such change. The allowed land uses for each zone are found within the Use Authorization Table at [CMC Chapter 18.07](#). There are 73 outright allowed uses within the MX zone and of those, there are 41 uses that are not allowed ("X") within the current zoning of the property (see list at Section XI of this report). A variety of residential uses are generally allowed in the MX zone, where they are prohibited in the LI/BP zone.

¹ For more information on Transit Oriented Developments: <http://mrsc.org/Home/Explore-Topics/Planning/Development-Types-and-Land-Uses/Transit-Oriented-Development.aspx>

EVALUATION CRITERIA CMC18.51.030 (A-D) and CMC18.51.010 (C)	FINDINGS
Impact upon the city of Camas comprehensive plan and zoning code;	The amendment would decrease industrial lands and increase land for residential or mixed use development.
Impact upon surrounding properties, if applicable;	Refer to applicant's narrative beginning on page 3 for responses to this criterion. The city did not identify any detrimental effects to adjacent properties if this change was approved.
Alternatives to the proposed amendment; and	The applicant did not propose an alternative.
Relevant code citations and other adopted documents that may be affected by the proposed change.	Staff is unaware of any other city plans that would be affected if these four acres were amended.
Why the current comprehensive plan is deficient or should not continue in effect. Specifically: "Protect employment land from conversion to residential uses by requiring an analysis of adequate buildable lands in Grass Valley to meet 20-year employment projections prior to land conversion approval." – Policy ED-3.3	The applicant's analysis provided evidence to support their proposal. Refer to "Lands Needs Analysis for Mixed Use Development on a Site in Camas, Washington" (Johnson Economics, LLC, April 2020) The applicant also provided an illustration (Exhibit 5) of the effect to the property if developed with the LI/BP standards in place, which leaves little land left to develop.

Staff Recommendation: Support amendment as proposed to change the Industrial designated properties to Commercial with an associated rezone to Mixed Use (MX).

VII ATTACHMENTS AND EXHIBITS

Staff Report Attachments:

- A. Staff Report (August 31, 2020) and presentation
- B. Mills Family Application for Comprehensive Plan Amendments
- C. Lofts at Camas Meadows Application for Comprehensive Plan Amendments

Exhibit 1 (July 20, 2020). Letter and attachments from Kimbal Logan on behalf of the Mills Family to Mayor, Council, Planning Commissioners and City Attorney regarding purchase agreements.

Exhibit 2 (July 21, 2020) Email and attachments from Kimbal Logan to Jamal Fox (start date as City Administrator was August 31, 2020).

Exhibit 3 (August 5, 2020). Letter from Mr. Hertrich in regard to the Lofts at Camas Meadows proposed amendments. The letter was in support of the amendments and requested that their adjacent property be included in this year's comprehensive plan amendments.

Exhibit 4 (August 6, 2020). Letter from Mr. Williams on behalf of the Pedwar Group in regard to the Lofts at Camas Meadows proposed amendments. The letter was in support of the amendments and requested that their adjacent property (Tax Parcel #986026-906) be included in this year's comprehensive plan amendments.

Exhibit 5 (August 10, 2020). Letter and site map from LeAnne Bremer on behalf of the Lofts at Camas Meadows to Planning Commission and staff, Sarah Fox.

Exhibit 6 (August 10, 2020). Email and attachments from Kimbal Logan on behalf of the Mills Family to Mayor, Council, Planning Commissioners and City Attorney regarding purchase agreements.

Exhibit 7 (August 12, 2020). Letter from Ms. Lebowsky, WA State Department of Transportation in regard to the Mills Family Comprehensive Plan Amendment that was received during the SEPA comment period.

VIII. PLANNING COMMISSION RECOMMENDATION

Planning Commission conducted a public hearing on August 18, 2020, deliberated and forwarded a unanimous recommendation of approval on the following proposed amendments.

CPA20-02 Mills Family

Amend Industrial designated properties to Multifamily, with an associated zoning of MF-10 and MF-18.

CPA20-03 Lofts at Camas Meadows

Amend Industrial designated properties to Commercial, with an associated zoning of MX.

City council shall make a decision on a planning commission recommendation to include one of the following actions:

1. Approve as recommended;
2. Approve with additional conditions;
3. Modify, with or without the applicant's concurrence;
4. Deny (resubmittal is not allowed until the next year for comprehensive plan amendments);
5. Remand the proposal back to the planning commission for further proceedings."

IX TABLE 1 –2020 COMPREHENSIVE PLAN ACREAGE (PROPOSED)

The following acreages represents the proposals as submitted.

Comprehensive Plan Designations	Current Acres	CPA20-02 Mills***	CPA20-03 Lofts	Final Acres
Single Family				
· Low Density	866.86			866.86
· Medium Density	3608.65			3608.65
· High Density	437.49			437.49
Multi-Family				
· Low Density	290.01	21.5		311.01
· High Density	256.71	-0.5		256.21
Commercial	970.56		4.0	974.56
Industrial	2427	-21.0	-4.0	2402.0
Park	850.72			850.7
Open Space / Green Space	492			492.0
Total acreage:	10,200			10,200

Zoning**	2019 Acres	CPA20-02 Mills***	CPA20-03 Lofts
Parks/Open Space			
Neighborhood Park (NP)	145.14		
Special Use (SU)	164.09		
Open Space (OS)	421.55		
Industrial			
Heavy Industrial (HI)	858.58		
Light Industrial (LI)	91.83		
Business Park (BP)	563.63	-21.0	
Light Industrial/Business Park (LI/BP)	799.55		-4.0
Residential			
Residential-15,000 (R-15)	716.30		
Residential-12 (R-12)	925.43		
Residential-10,000 (R-10)	989.29		
Residential-7,500 (R-7.5)	1534.34		
Residential-6,000 (R-6)	191.11		
Multifamily Residential-10 (MF-10)	224.39	21.5	
Multifamily Residential-18 (MF-18)	312.70	-0.5	
Commercial			
Downtown Commercial (DC)	72.22		
Mixed Use (MX)	37.86		4.0
Regional Commercial (RC)	597.93		
Neighborhood Commercial (NC)	10.57		
Community Commercial (CC)	237.44		
Total Acres	8893.95		

***Details of Mills Family Amendments:		Current Parcel #7	Proposed Parcel #7	Current Parcel #8	Proposed Parcel #8
Acreages	BP	11.5	0	9.5	0
	MF10	14.5	36	0	0
	MF18	10.0	0	11.5	21

X TABLE 2 - DEVELOPMENTS APPROVED SINCE 2016 TO DATE

Residential Developments Approved Since 2016	Lots	Master FILE #
43rd Avenue Subdivision	12	SUB18-01
Columbia River Homes Short Plat	5	SP19-02
Dawson Ridge Subdivision	43	SUB17-01
Elm Street Short Plat	4	
Gano Short Plat	2	SP19-03
Green Mountain Planned Residential Development	1,483	Various Phases
Haley Short Plat	2	SP19-01
Hancock Springs	20	SUB18-05
Kern Short Plat	2	SP17-02
Larkspur Subdivision	10	SUB18-03
Lon Combs Duplex	2	CUP19-01
Summit Terrace Subdivision	55	SUB16-01
Sundem Short Plat	2	SP17-01
The Parklands Subdivision	42	DA15-03
The Village Phase 2	46	SUB15-04
Treece Short Plat	2	FP18-02 / SP15-05
Valley View Subdivision	36	SUB18-02
Yutukuri Duplex	2	CUP19-02
TOTALS	1,770	

New Commercial /Industrial Developments Since 2016:	Built?
Camas Self-Storage	YES
Discovery High school	YES
Grains of Wrath - Restaurant	YES
Grass Valley Master Plan - Holland Group	NO
Kiddie Academy	NO
Lacamas Heights Elementary School	YES
Lacamas View Care Facility	NO
NW 38th Avenue Medical / Dental Building	YES
Pumpkin Property Office Development	YES
Riverview Community Bank	YES
Samson Sports – Expansion	IN PROGRESS
Three Rivers Development Office Building	NO
Union Self-Storage (under construction)	YES

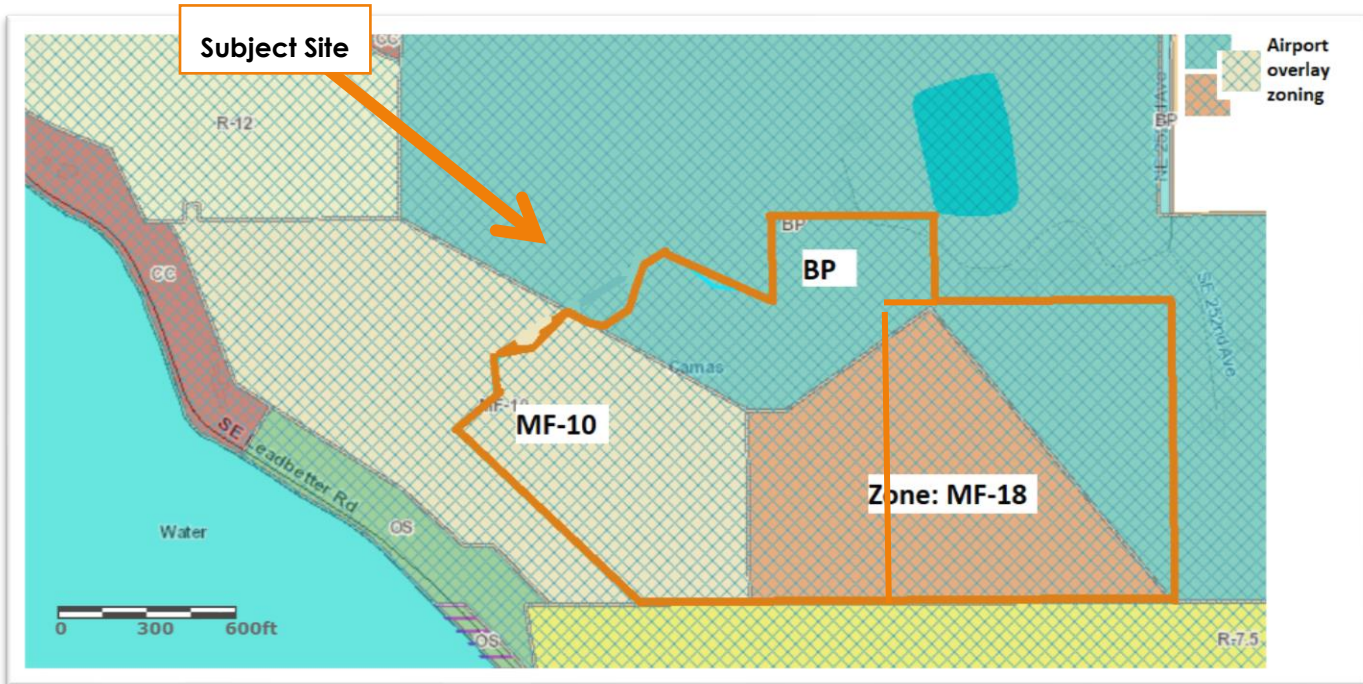
Multi-family Developments Since 2016:	Units	Built?
Hetherwood Apartments	150	NO
Riverview Apartments	120	YES
6th & Birch Mixed Use (nearing completion)	30	YES
The Village Phase 1	30	YES
Parklands Multifamily	24	YES
Grass Valley Housing - Holland Group	288	YES
11th Avenue Duplex	2	NO
Burkland Duplex	2	NO
TOTALS	646	

XI FIGURES OF EACH PROPOSED AMENDMENT

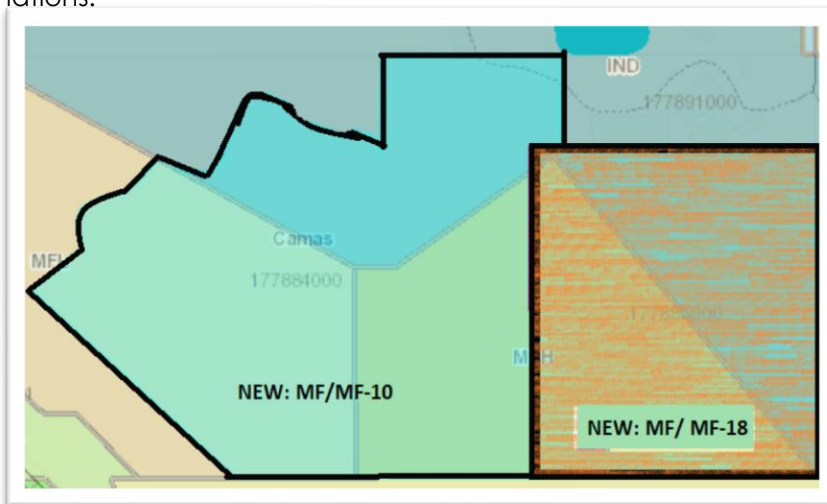
MILLS PROPERTY (CPA20-02)

Location: North of SE Leadbetter Road and West of NE 252nd Ave.

Description: Amend comprehensive plan portion of the site that is "Business Park" to "Multifamily" and rezone to both "MF-18" and "MF-10" with a 57-acre site that is currently vacant.



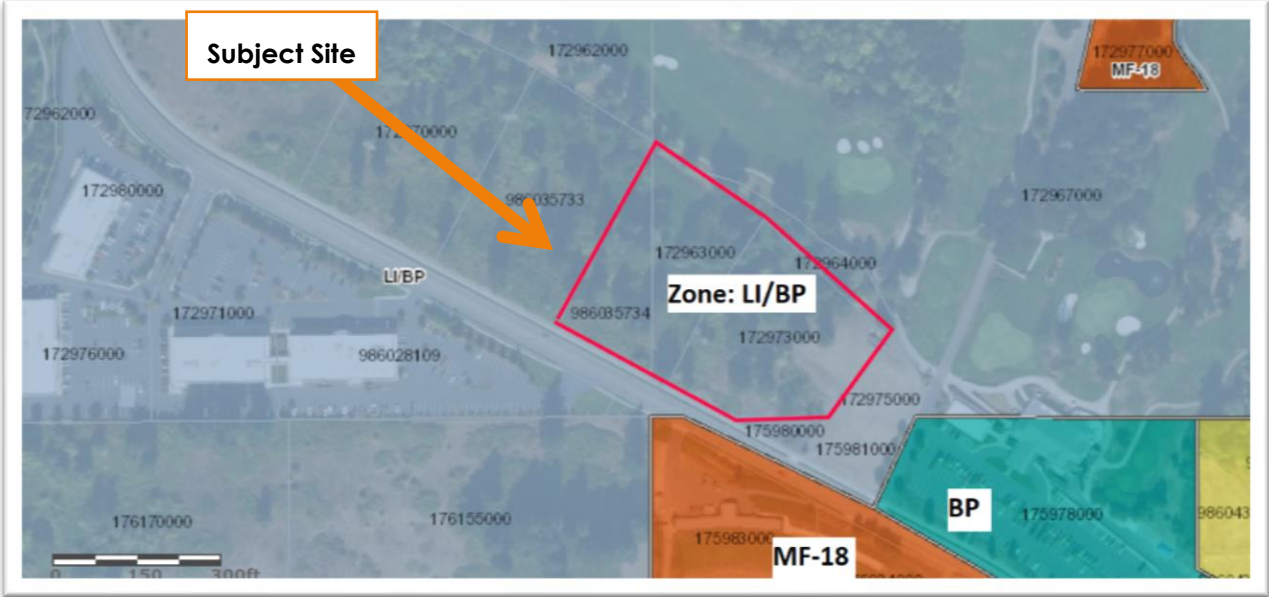
(Above) Existing land use designations. Notice that property line configurations have changed, however comprehensive plan areas remain until amended. (Below) Proposed redistribution of land use designations.



LOFTS AT CAMAS MEADOWS(CPA20-03)

Location: 4525 Camas Meadows Drive

Description: Amend comprehensive plan to "Commercial" and rezone to "Mixed Use" at a four-acre site that is currently vacant.



XII ZONING REGULATIONS

USE AUTHORIZATION TABLE – CHAPTER 18.07

Comparison of land uses that are allowed ("P") in the MX Zone and uses that are prohibited ("X") in the LI/BP Zone. Residential-type uses are highlighted.

Zoning Districts	MX	LI/BP
Antique shop ⁶	P	X
Appliance sales and service ⁶	P	X
Bowling alley/billiards ⁶	P	X
Building, hardware and garden supply store ⁶	P	X
Clothing store ⁶	P	X
Department store ⁶	P	X
Furniture repair; upholstery ⁶	P	X
Furniture store ⁶	P	X
Funeral home ⁶	P	X
Grocery, large scale ⁶	P	X
Grocery, small scale ⁶	P	X
Hospital, emergency care ⁶	P	X
Hotel, motel ⁶	P	X
Household appliance repair ⁶	P	X
Laundry (self-serve)	P	X
Nursing, rest, convalescent, retirement home ⁶	P	X
Pet shops ⁶	P	X
Second-hand/consignment store ⁶	P	X
Shoe repair and sales ⁶	P	X
Theater, except drive-in ⁶	P	X
Veterinary clinic ⁶	P	X
Auditorium ⁶	P	X

Zoning Districts	MX	LI/BP
Community club ⁶	P	X
Church ⁶	P	X
Library ⁶	P	X
Museum ⁶	P	X
Sports fields ⁶	P	X
College/university ⁶	P	X
Elementary school ⁶	P	X
Junior or senior high school ⁶	P	X
Private, public or parochial school ⁶	P	X
Adult family home	P	X
Apartment, multifamily development, row houses	C	X
Assisted living	P	X
Bed and breakfast	P	X
Designated manufactured home	P	X
Duplex or two-family dwelling	P	X
Group home	P	X
Home occupation	P	X
Housing for the disabled	P	X
Residence accessory to and connected with a business	P	X
Single-family dwelling	P	X

 DEVELOPMENT STANDARDS – CHAPTER 18.09

Comparison of development dimension standards that apply to the MX Zone and the LI/BP Zone.

	MX	LI/BP ^{Note 2}
Maximum Density (dwelling units/net acre)	24	n/a
Minimum lot area (square feet)	1,800	10 acres
Minimum lot width (feet)	None	Not specified
Minimum lot depth (feet)	None	Not specified

Setbacks: Commercial and industrial development setbacks shall be as follows, unless along a flanking street of a corner lot. If along flanking street, then the setback must be treated like a front, and provide safe sight distance.

Minimum front yard (feet)	Note 3	5' per 1 foot of building height (200' minimum)
Minimum side yard (feet)	10'	100' for building; 25' for parking
Minimum rear yard (feet)	25'	100' for building; 25' for parking area
Lot Coverage: Lot coverage (percentage)	1 story (60%) 2 stories or more (50%)	1 story (30%) 2 stories (40%) 3 stories (45%)
Building Height Maximum building height (feet)	None	60

Notes:

1. If along a flanking street of corner lot.
2. The densities and dimensions in the LI/BP zone may be reduced under a planned industrial development. See Chapter 18.21 Light Industrial/Business Park.
3. Maximum setback at front building line is ten feet.
4. Residential dwelling units shall satisfy the front setbacks of CMC Section 18.09.040 Table 2, based on comparable lot size.



1



2

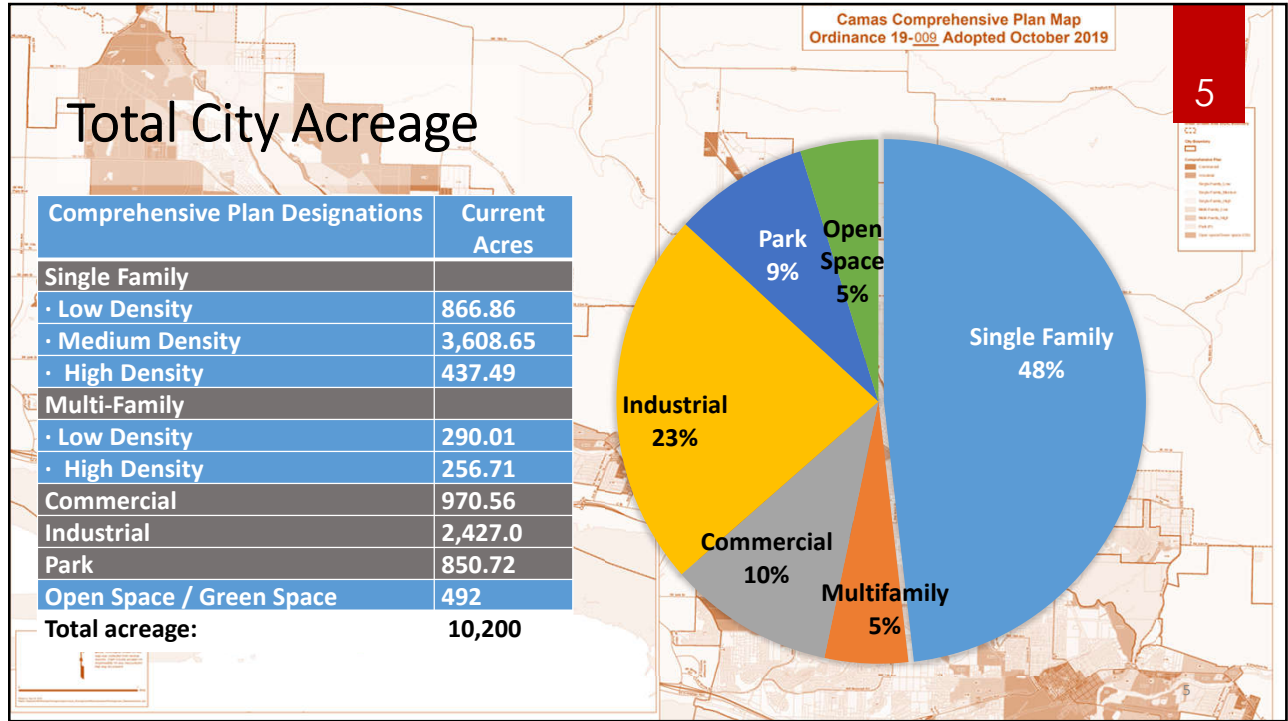
Elements of Camas 2035

Land Use	1
Housing	2
Natural Environment	3
Transportation	4
Public Facilities & Services	4
Economic Development	6
Appendices	

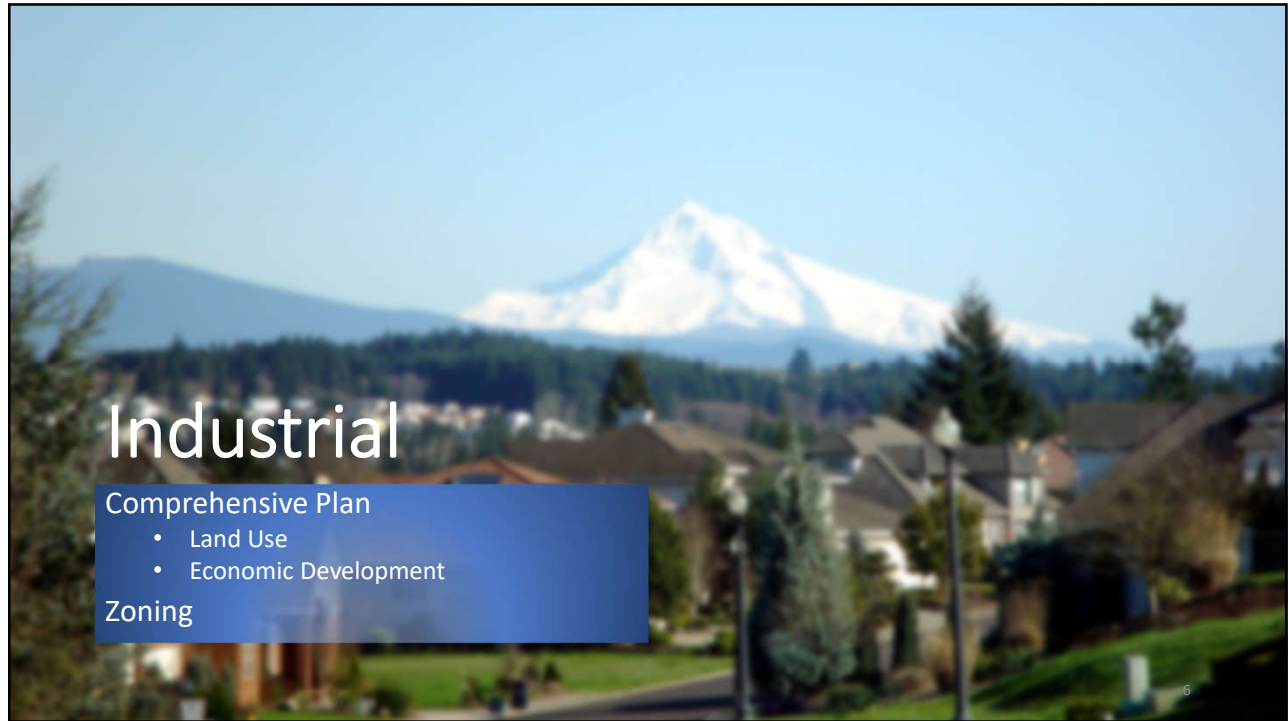
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Current City Maps Adopted by Ord. 19-009

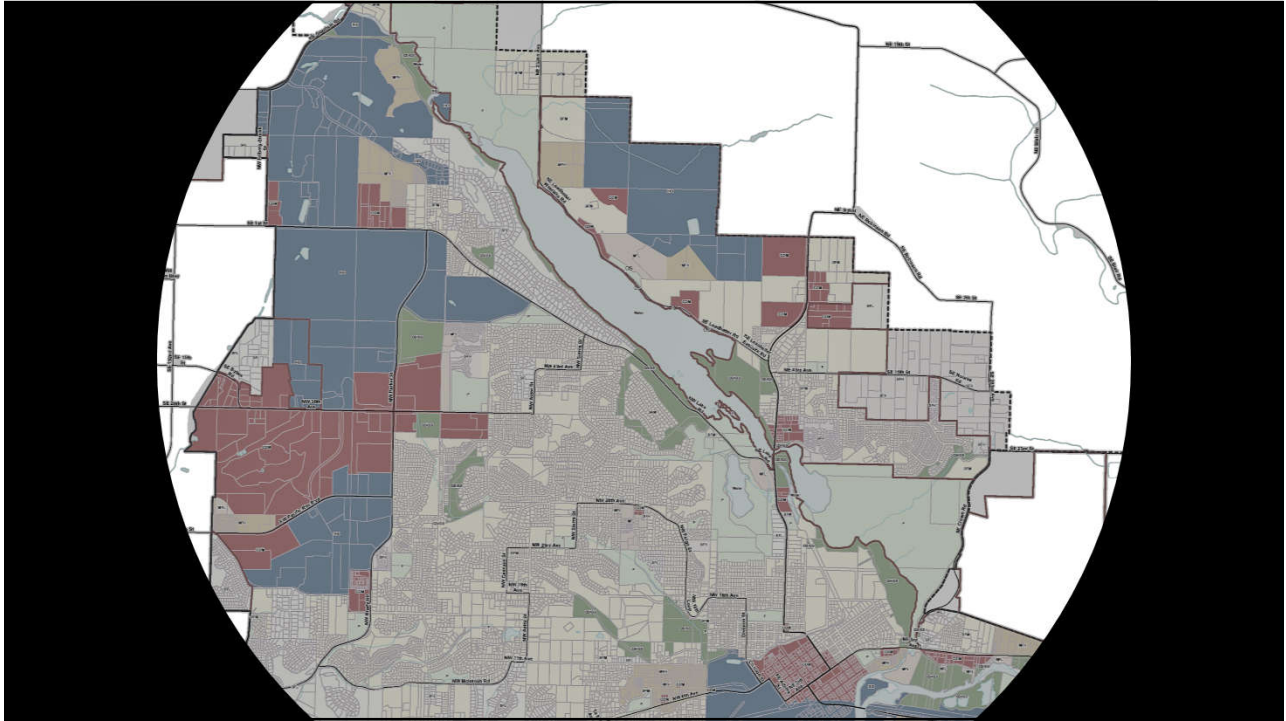
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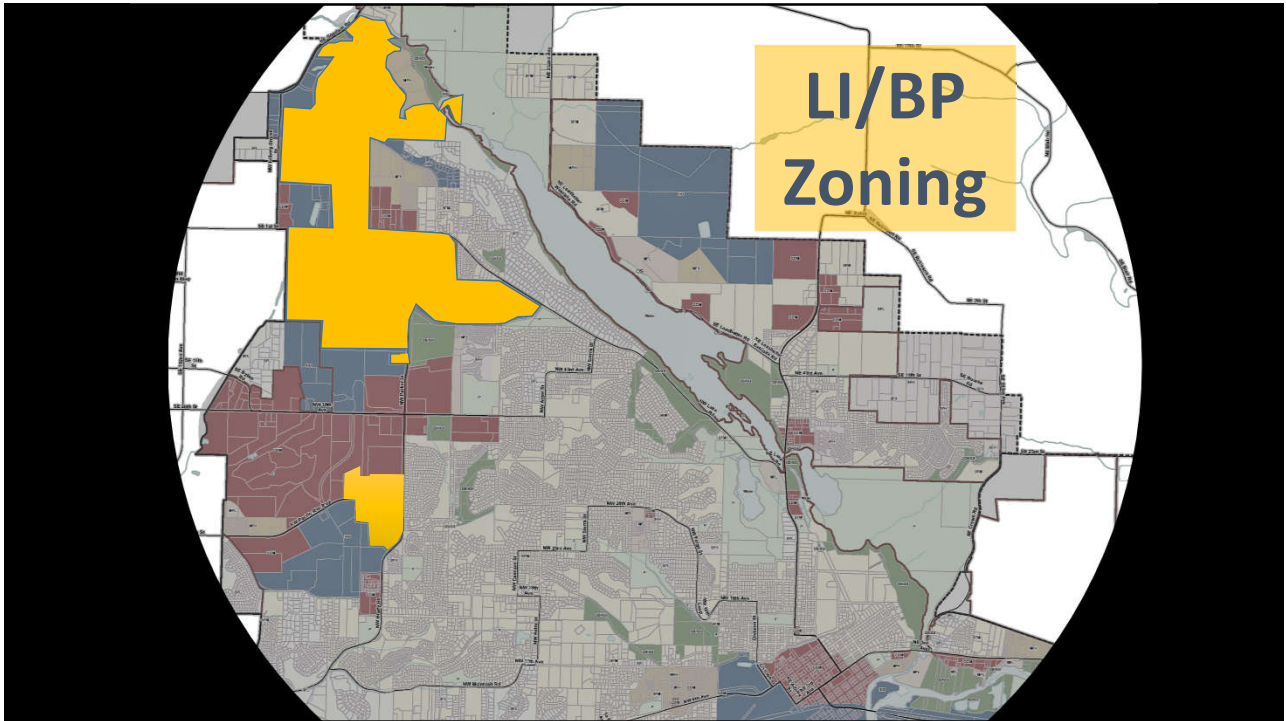
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6



7



8

Light Industrial/Business Park Zone

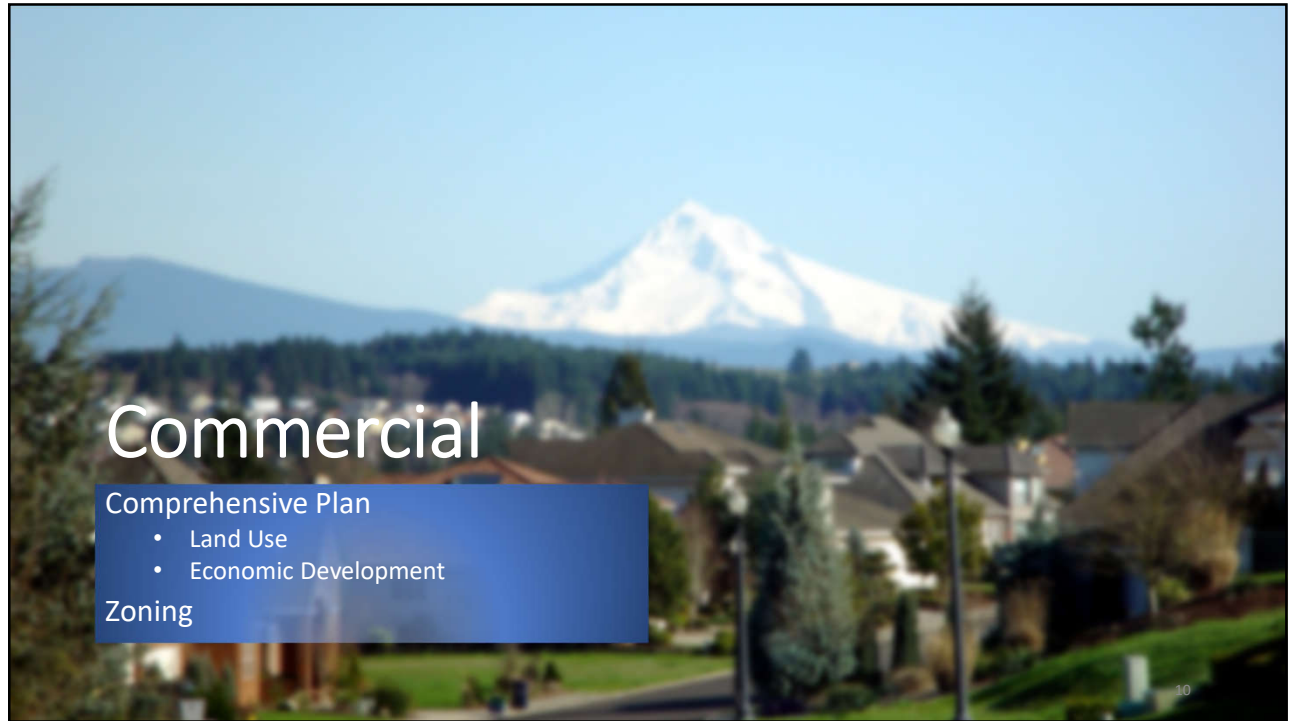


Camas Meadows Dr.
 Plexsys
 Lightfeet
 Reality
 Oregon Ice Cream
 Logitech

NW Lake Road
 Safe Fire
 Almar Tools
 Wafer Tech
 Samson Sports

NW Pacific Rim Dr.
 Kärcher
 Furuno
 (West-Adjacent) Holland Shopping Center

9



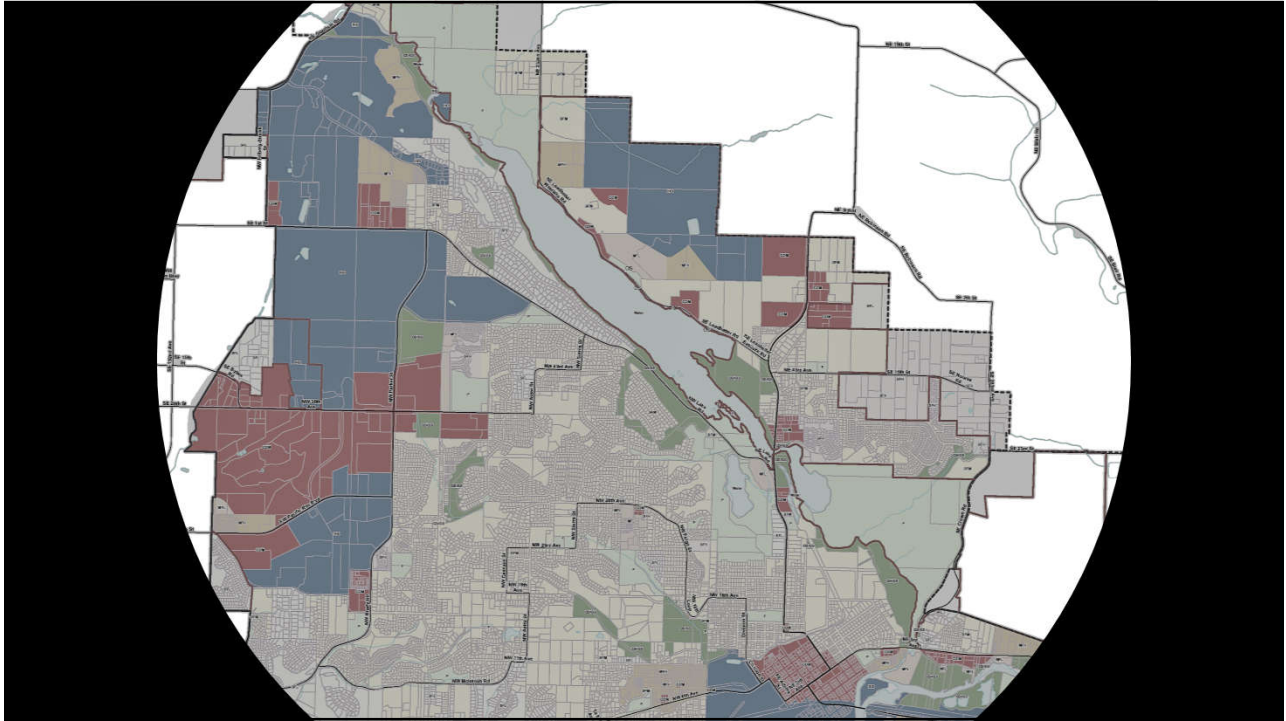
Commercial

Comprehensive Plan

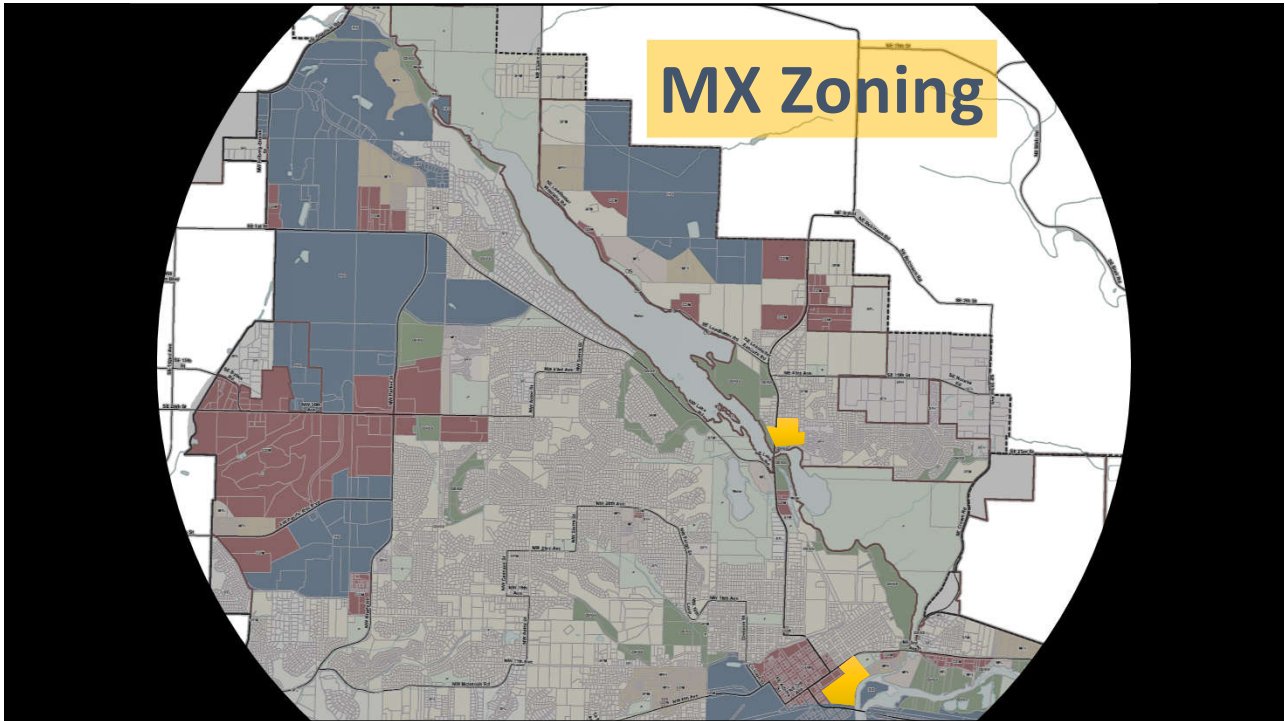
- Land Use
- Economic Development

Zoning

10



11



12

Mixed Use Zone

13

2nd Avenue

- South of Safeway
- Chiropractic clinics
- Opus Music
- School District (Life skills home)

Everett Street

- Acorn & the Oak
- Murano's Deli
- L&L Auto
- Kayak Rentals

13

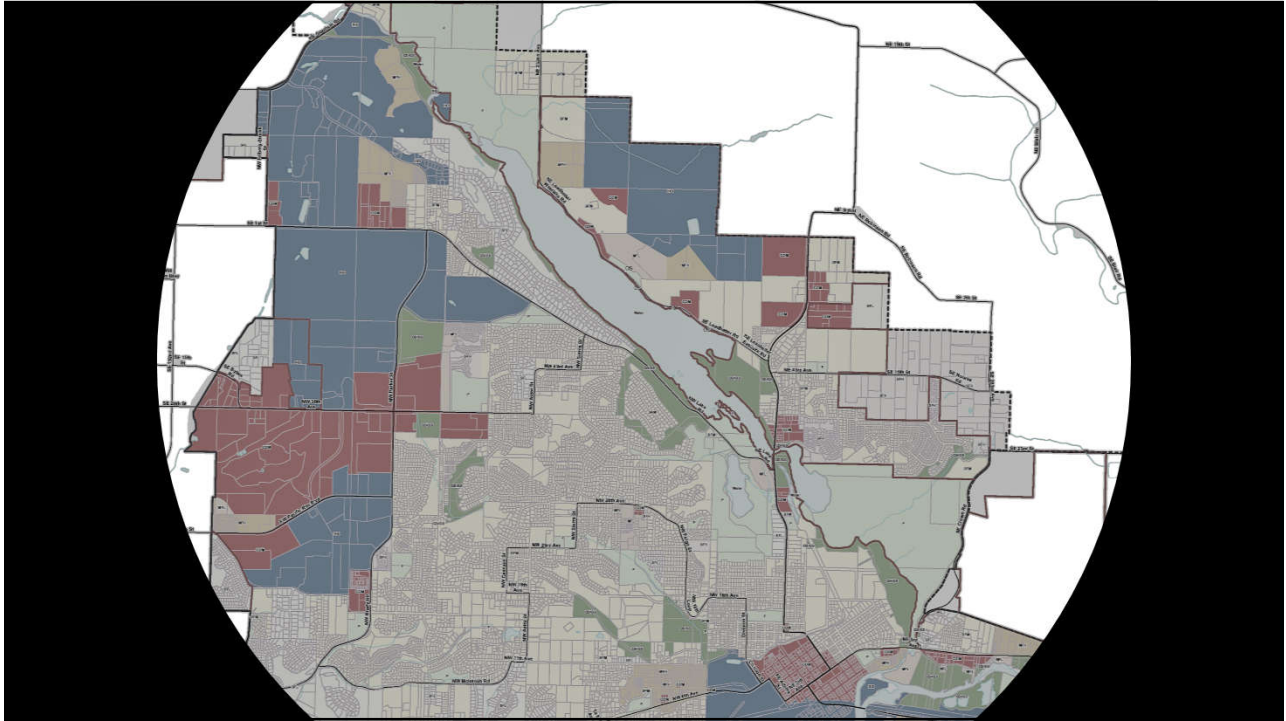
Residential

Comprehensive Plan

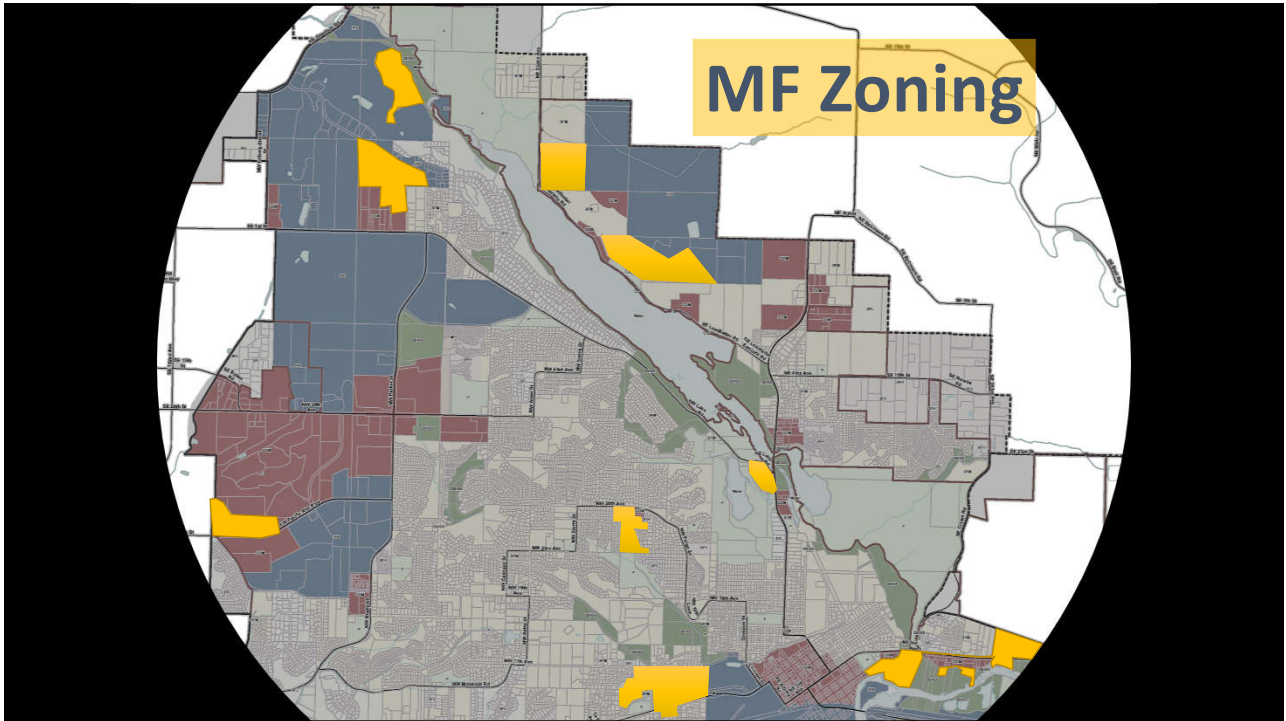
- Housing
- Land Use

Zoning

14



15



16

Multifamily
NW 6th Ave.
SE 34th St.

17



17

Multifamily
NW 28th Ave
NW 7th Ave

18



18

Evaluation Criteria

Impact upon

- Comprehensive Plan or zoning code?
- Surrounding properties?
- Code & other adopted documents?

Alternatives to the proposal?

19

20

Mills Family #CPA20-02

Size: 57 Acres

Current: MF-10 and MF-18/
Multifamily; BP / Industrial

Proposed: MF-10 (35.6 acres)
MF-18 (21.02 acres)

Current Use: Vacant

Adjacent Use: Agricultural
(non-conforming)

20



21

22

Lofts at Camas
Meadows
#CPA20-03

Size: 4 acres
Current: LI/BP - Industrial
Proposed: MX - Commercial
Current Use: Vacant
Adjacent Use: Golf Course

22



23

Next Steps

- ✓ Schedule a public meeting
- ✓ Deliberate and take the following actions:
 - Adoption,
 - Rejection or
 - Deferral of each proposed change
 - Refer proposal back to Planning Commission for further proceedings

24



Community Development Department | Planning
616 NE Fourth Avenue | Camas, WA 98607
(360) 817-1568
communitydevelopment@cityofcamas.us

General Application Form

Case Number: CPA20-02

Applicant Information

Applicant/Contact: Kimbal A. Logan Phone: (360) 904-9090
Address: 201 NE PARK PLAZA DRIVE, Suite 200 Kimbal@KL-RE.com
DAN COUVER WA 98684
City State ZIP Code

Property Information

Property Address: No ADDRESS PIN #'s 177894008 + 177895000
Street Address County Assessor # / Parcel #
CAMAS WA 98607
City State ZIP Code
Zoning District MF-10 / MF-18 / BP Site Size 57 acres

Description of Project

Brief description: see attached MAPS and more detailed application

Are you requesting a consolidated review per CMC 18.55.020(B)? YES NO
Permits Requested: DEFER TO DEVELOPMENT DIRECTOR
 Type I Type II Type III Type IV, BOA, Other

Property Owner or Contract Purchaser

Owner's Name: The Mills Family LLC Phone: (503) 522-1269
Last First
1930 SW RIVER DRIVE # 506
Street Address Apartment/Unit #
E mail Address: Portland OR 97212-3604
mpmills18@gmail.com City State Zip

Signature

I authorize the applicant to make this application. Further, I grant permission for city staff to conduct site inspections of the property.

Signature: Michael Mills Date: 1/31/2020

Note: If multiple property owners are party to the application, an additional application form must be signed by each owner. If it is impractical to obtain a property owner signature, then a letter of authorization from the owner is required.

Date Submitted: <u>1/31/2020</u>	Pre-Application Date:	pd <u>5,729.00</u>
Staff: <u>Sarah Fox</u>	Related Cases #	
<input type="checkbox"/> Electronic Copy Submitted		Validation of Fees

Revised: 01/22/2019

**APPLICATION FOR AN AMENDMENT
TO THE COMPREHENSIVE PLAN and THE ZONING MAP
For the City of Camas, Washington**

This is an Application to the City of Camas (“the City”) from the Mills Family LLC (“the Mills Family”) and Kimbal R. Logan acting as “Applicant” for the Mills Family requesting the City to confirm and approve changes in its Comprehensive Plan and its Zoning Map to reflect the changes requested in this Application as further depicted in the maps submitted with this Application.

The Mills Family recently sold 33 acres on Lacamas Lake to the City. This sale was the result of a long collaboration and negotiation with the City, Columbia Land Trust, The Conservation Fund, the City Staff, and several different agencies in the City including the Parks and Recreation Department. The goal was to gain public ownership of a broad buffer of land along the North Shore of Lacamas as originally envisioned in the Vision Plan for the North Shore of Lacamas Lake approved and endorsed by the City of Camas, Clark County, the Camas Parks and Recreation Department, and many other stakeholders in January 2017. The 33 acres sold to the City included the iconic Leadbetter House and outbuildings plus the lake front Pomaria House.

In order to legally provide for the sale of the land from the Mills Family to the City of Camas, lot line adjustments had to be made to the existing lot lines in the Mills Family Property. These lot line adjustments were approved by the City and Clark County which allowed the City to purchase legal lots from the Mills Family including those with the Lacamas Lake frontage, the Leadbetter House, the Pomaria House, the beautiful park like property on the North Boundary of the Mills Property, and some geographical formations and outcroppings of ecological significance.

The lot line adjustments were made with a plan to end up with the exact same number of acres in each of the three changed lots as existed before adjustments. One lot of 35.6 acres. One lot of 22.01 acres, and one lot of 26.46 acres. Before the lot line adjustments were started, the 35.6-acre lot was zoned MF-10, the 22.01-acre lot was zoned MF-18, and the 26.46-acre lot was zoned BP. In making the lot line adjustments with the cooperation and approval of the City, it was the stated intention of the Mills Family that after the lot line adjustments were completed the 35.6 acre remainder lot would be confirmed as zoned MF-10, the 22.01 acre lot would be confirmed as zoned MF-18, and the 26.46-acre lot purchased by the City, would be confirmed as zoned BP or changed by the City to whatever zone the City wanted. It is the Mills Family’s belief that a BP zone in the 26.46-acre lot will allow public ownership and use of the property.

The 33 acres of land purchased by the City was purchased at a discount from market prices in part because of assurances from the leaders and team at the City of Camas that the City would



make a good faith effort to help the changes being requested by the Mills Family for their remainder lands after the sale to the City to gain approval through the necessary processes. The changes requested include confirmation of the zoning of the remainder properties to remain as envisioned, increases in the number of units to be allowed, and approval of the construction and use of the previously approved NE Fargo Street as access to the Mills Properties from Leadbetter Road until such time as public roads giving adequate access to the Mills Family remainder properties from the North are built.

Because the newly formed lots when confirmed, will not change the amount of any property type only its location, (there will still be the same number of MF-10 acres (35.6), MF-18 acres (21.01), and BP or public acres (26.46)) it is the belief and hope of the Mills Family that the need for any great study of the required comp plan change or zoning map changes will be minimized because the land area, zoning and densities will be the same as the existing Comp Plan and Zoning which have already been approved through a lengthy and vigorous public process. With these historical facts in mind this Application specifies the following:

1. A detailed Statement of what is proposed and why: The Applicant is proposing the following:

1.1. The 35.6-acre Parcel 5 as shown in the attached Exhibit 1 Map shall be confirmed as zoned MF-10 with a cap on the number of units allowed of not less than 200 Units.

1.2. The 21-acre Parcel 6 as shown in the attached Exhibit 1 Map shall be confirmed as zoned MF-18 with a cap on the number of units allowed of not less than 275 Units.

1.3. The 26.46-acre Parcel 4 as shown in the attached Exhibit 1 Map shall be confirmed as zoned BP or whatever other zone decided by the City.

1.4. The City shall agree to allow NE Leadbetter Road Fargo Street to be built and used as an access road from the Mills Family Parcels 5 and 6 to Leadbetter Road as depicted in Exhibits 2, 3, and 4 until such time as public roads giving access to the Mills Parcels from the North or East boundaries of the Mills Parcels adequate for the number of units planned to be built are completed. In the event the City buys the Western portion of the Dens Property (as currently envisioned) the City will share the cost of the improvement of NE Fargo Street equally with the future developer of the Mills Family Parcels or in the alternative designate NE Fargo Street as a Public Road to be placed on the 6-year road improvement plan for the City of Camas making the road eligible for public grants or other road development money.

1.5. The City will agree to make the changes and commitments stipulated above through the most expedient City procedure possible including a Comp Plan Change and



Zoning Plan change if appropriate and also make such approved changes and commitments a part of the North Shore Sub-Area plan when it is approved.

1.6. These requested changes are being made to bring the Mills Family Parcels 5 and 6 into compliance with the City Comprehensive Plan and Zoning Codes and to complete the agreements and commitments between the Mills Family and the City that facilitated the sale of the Mills Public Lands to the City (the Leadbetter House, the Pomaria House, the 26 acres of spectacular forest lands, bluffs, calderas, park lands, and environmentally sensitive lands purchased by the City).

2. A statement of the anticipated impact of the change including the geographic area affected and issues presented by the proposed change:

Because there will be no change in the amount of MF-10 Property or MF-18 Property and because the number of units available to be developed in the Lacamas North Shore group of properties including the Mills Property, the Weakley Property sold to the Camas School District, the Buma Property sold to the City of Camas, the western portion of the Dens Property (under negotiation for sale of all or a portion to the City of Camas, and the Rose Property (under negotiation for sale to the City of Camas), have been severely diminished by the purchases of land by the City of Camas to provide for public ownership, protection of and use of the North Shore of Lacamas Lake, this proposed Comp Plan and Zoning Change will not result in any development activity not already approved and planned for in the existing Camas Comp Plans and zoning maps. The proposed increase in unit densities will only partially replace less than one half of the units being lost to change of use for the public benefit. Therefore, the only impacts caused by this Comp Plan Change and Zoning Change in the long term will those impacts caused by the public ownership of land on the North Shore of Lacamas Lake by the City of Camas. Those impacts should have already been addressed by the City of Camas and its planners before undertaking the purchases.

In the shorter term, by approving the interim use of NE Fargo Street for access to the Mills Parcels 5 and 6 there will be the possibility of traffic impacts from development sooner than expected. However, the size and the scope of those impacts will be less than previously planned for in the existing Comp Plan and Zoning.

Allowing the units proposed for the Mills Parcels will be a big help in paying for the cost of the new sewer and water lines in Leadbetter Road and be a significant financial benefit to City of Camas (because of system development fees and hook-up fees and increased tax base), Clark County (increased tax base), and the Camas School System (late comer fees for the new sewer line).



On a longer-term basis allowing the number of units proposed for the Mills Family Parcels will be of great benefit to the future success of the proposed North Shore Commerce Center which will have a need for housing for thousands of workers in the long run.

3. An explanation of why the current comprehensive plan is deficient or should not continue in effect.

It is not the opinion of the Mills Family or the Applicant acting as an agent for the Mills Family that the existing Comp Plan is deficient. The changes we are proposing we believe fit within the existing Comp Plan. The request for change in Comp Plan and Zoning has been made necessary to provide for the sale of the Mills Public Lands sold to the City of Camas to provide for public ownership of the lands along the lake together with the Leadbetter House, Pomaria House, buffer along the lake, the park-like land on the North side of the property and the geographically significant land areas between.

We do not look at the changes being requested as a big change in the overall Comp Plan, but rather a clarification of the zoning and densities of the remainder properties in the area after the impacts of the City purchases of properties in the area are accommodated for and then taken into planning account.

The City staff has decided that this request for a Comp Plan Change and Zoning Map Change is required and the Mills Family is trying to comply with the direction of the staff in applying for an outright Comp Plan Change and Zoning Map change.

4. A statement of how the proposed amendment complies with and promotes the goals and specific requirements of the growth management act:

4.1. The following is a list of the State of Washington Growth Management Goals -:

RCW 36.70A.020 - Planning goals. - The following goals are adopted to guide the development and adoption of comprehensive plans and development regulations of those counties and cities that are required or choose to plan under RCW 36.70A.040. The following goals are not listed in order of priority and shall be used exclusively for the purpose of guiding the development of comprehensive plans and development regulations:

- 4.1.1. (1) Urban growth. Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner.
- 4.1.2. (2) Reduce sprawl. Reduce the inappropriate conversion of undeveloped land into sprawling, low-density development.
- 4.1.3. (3) Transportation. Encourage efficient multimodal transportation systems that are based on regional priorities and coordinated with county and city comprehensive plans.





- 4.1.4. (4) Housing. Encourage the availability of affordable housing to all economic segments of the population of this state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock.
- 4.1.5. (5) Economic development. Encourage economic development throughout the state that is consistent with adopted comprehensive plans, promote economic opportunity for all citizens of this state, especially for unemployed and for disadvantaged persons, promote the retention and expansion of existing businesses and recruitment of new businesses, recognize regional differences impacting economic development opportunities, and encourage growth in areas experiencing insufficient economic growth, all within the capacities of the state's natural resources, public services, and public facilities.
- 4.1.6. (6) Property rights. Private property shall not be taken for public use without just compensation having been made. The property rights of landowners shall be protected from arbitrary and discriminatory actions.
- 4.1.7. (7) Permits. Applications for both state and local government permits should be processed in a timely and fair manner to ensure predictability.
- 4.1.8. (8) Natural resource industries. Maintain and enhance natural resource-based industries, including productive timber, agricultural, and fisheries industries. Encourage the conservation of productive forestlands and productive agricultural lands, and discourage incompatible uses.
- 4.1.9. (9) Open space and recreation. Retain open space, enhance recreational opportunities, conserve fish and wildlife habitat, increase access to natural resource lands and water, and develop parks and recreation facilities.
- 4.1.10. (10) Environment. Protect the environment and enhance the state's high quality of life, including air and water quality, and the availability of water.
- 4.1.11. (11) Citizen participation and coordination. Encourage the involvement of citizens in the planning process and ensure coordination between communities and jurisdictions to reconcile conflicts.
- 4.1.12. (12) Public facilities and services. Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards.
- 4.1.13. (13) Historic preservation. Identify and encourage the preservation of lands, sites, and structures, that have historical or archaeological significance.
- 4.1.14. (14) Shoreline Management (RCW 36.70A.480)

4.2.-The Statement regarding State of Washington GMA goals: – This application from the Mills Family complies almost perfectly with many of the goals of the Growth Management Act. When taken holistically (as it should be) with the lot line changes required for the City of Camas to purchase the 33 acre Mills Public Property, approval of this Plan Change and

DS SM DS MM DS KRL

Zoning Change meets with the Growth Management Goals of the State of Washington as follows:

4.2.1. Urban growth. Approval of this application will encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner. The previous comprehensive plan and the construction of the new sewer and water lines and the long-term road plan all make this result obvious.

4.2.2. Reduce sprawl. Approval of this application will reduce the inappropriate conversion of undeveloped land into sprawling, low-density development because the property type to be developed will be medium density multi-unit housing in an area long planned for medium density housing.

4.2.3. Transportation. Approval of this application will encourage efficient multimodal transportation systems that are based on regional priorities and coordinated with county and city comprehensive plans. Because the transportation and road planning will be coordinated to work with the Camas Road plan for both the near and long terms while providing for a needed type of residential housing in the Lacamas Lake real estate sub-market.

4.2.4. Economic development. Approval of this application will encourage economic development in the North Shore Sub-area of Camas that is consistent with adopted comprehensive plan and proposed sub-area plan. A key component for economic development is having planned for reasonable cost housing available for existing and future employees near their work. This proposal will provide 500 units of quality low density multi-family housing in an area direly in need of lower cost housing for existing workers and the thousands of workers that will someday be employed in the proposed and approved North Shore Commerce Center. Please remember more than this number of units was approved and planned for in the existing Comp Plan for Lacamas North Shore. Those existing approval provided for at least 400 additional units that now will not be built.

4.2.5 Property rights. Approval of this application will ensure that the Mills Family private property remainder lands shall not be taken for public use or restricted from agreed upon use without just compensation having been made. The property rights of landowners shall be protected from arbitrary and discriminatory actions. The Mills Family negotiated in good faith with the City of Camas in the sale of their public lands to the City at a very reasonable price. The agreement was made in anticipation of the confirmation of the long-term plan for the remainder of the Mills Family lands. The City should follow through on its commitment to use good faith effort to complete the reconfiguration of the Comprehensive Plan and Zoning and Density and Road Plan principally because it is a good plan and in the best interests of the City and its citizens but also because anything short of such approval could be seen as some type of public taking of the Mills Family Property or at least needlessly causing the Mills Family serious economic losses.



4.2.6. Open space and recreation. Since the sale to the City of Camas and the creation of the lot purchased by the City of Camas are part of this request to modify the existing Comp Plan and Zoning Plan, approval of this new plan will retain open space, enhance recreational opportunities, conserve fish and wildlife habitat, increase access to natural resource lands and water, and develop parks and recreation facilities.

4.2.7. Environment. Since the sale to the City of Camas and the creation of the lot purchased by the City of Camas are part of this request to modify the existing Comp Plan and Zoning Plan, approval of this new plan will protect the environment and enhance the state's high quality of life, including air and water quality, and the availability of water.

4.2.8. Citizen participation and coordination. Creation of the existing Comprehensive Plan and Zoning was accomplished after years of extensive public input and debate including inclusion of the Property into the Urban Growth Boundary of Camas, Annexation into the City of Camas, adoption of specific zoning for the Property, and now the request to confirm the change in the Comp Plan to accommodate the sale to the City of Camas of the broad border of land on the North Shore of Lacamas Lake. All those years of public involvement in the planning process will be confirmed by the approval of this application.

4.2.9. Public facilities and services. The existing comprehensive plan for this area in Camas and the recent construction of necessary sewer and water lines and the Camas road Plan all ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards.

4.2.10. Historic preservation. Since the sale to the City of Camas and the creation of the lot purchased by the City of Camas are part of this request to modify the existing Comp Plan and Zoning Plan, approval of this new plan will identify and encourage the preservation of lands, sites, and structures, that have historical or archaeological significance.

4.3. North Shore Subarea Planning: In addition to this discussion of how this application meets the goals of the State of Washington GMA, we would also like to point out that this application meets the goals of the current North Shore Sub Area Planning currently in process. Some of the published goals of the North Shore Subarea Plan include the following:

4.3.1. North Shore Economic Development Goal. ED 4: To encourage master planning that allows a more intense level of development, well-served by transportation options and includes facilities for pedestrian and bicycle travel, a range of housing choices, and a mix of shops, services, and public spaces.

4.3.2. North Shore Economic Development Policies. ED-4.3: Encourage new developments to include provisions for neighborhood parks that are within walking and

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SM DS
MM DS
KRL

biking distance of a person’s home or work to encourage greater physical activity, including shared-use paths (or trails) that link homes, work and commercial centers, public transit, and community facilities.

4.3.3. Statement: Approval of this application as written most certainly complies with and will help achieve the goals of the North Shore Subarea Planning, to wit:

4.3.3.1. This plan provides for a more intense level of development by increasing the density of the allowed number of units to be built, it will provide a range of housing choices not available in the immediate area, it is an area with long planned for traffic systems and the low density of the unit caps proposed in the plan will allow for more saving of trees, path down to the lake and public areas than are possible in even more dense developments.

4.3.3.2. Because this plan is a result of and part of the agreement providing for the City purchase of the Mills Family Public lands earlier this year and because of the low densities proposed, this plan creates new development that has a community park and Lacamas Lake and its trail system within walking distance. The long-range plan for the Mills Family lands will include paths to the lake and the public lands adjacent. The location of the development puts it within walking or biking distance to the future North Shore Commerce Center

5. A statement of what changes, if any, would be needed to support the proposed change which will affect the capital facilities plan of the City.

5.1. Statement: Because there is no substantive change in the amount of land zoned for either MF-10 use or MF-18 use caused by this proposal and because as a result of the overall proposal which includes the sale of land to the City actually results in a reduction of the number of housing units that can be built in the Lacamas North Shore area, there should be no change in the long range capital facilities plan of the City. In the near time frame, the timing of the construction of NE Fargo Road may cause funds from the capital facilities plan to be needed earlier than originally planned.

6. A statement of what other changes, if any, are required in other city or county codes, plans, or regulations to implement the proposed change.

6.1. Statement: None that we know of.

7. SEPA. The application shall include an environmental checklist in accordance with the State Environment Policy Act (SEPA).

7.1. The SEPA checklist is attached.

See Next Page for Signatures:



APPLICATION:

**FOR AN AMENDMENT TO THE COMPREHENSIVE PLAN and THE ZONING MAP
FOR THE CITY OF CAMAS, WASHINGTON**

APPLICANT: KIMBAL R. LOGAN

DocuSigned by:
Kimbal Logan
0EB65988489B4B8...
Kimbal R. Logan
Authorized Agent for the Mills Family LLC
Dated 1/29/2020 | 9:58 PM PST

Accepted and Agreed:

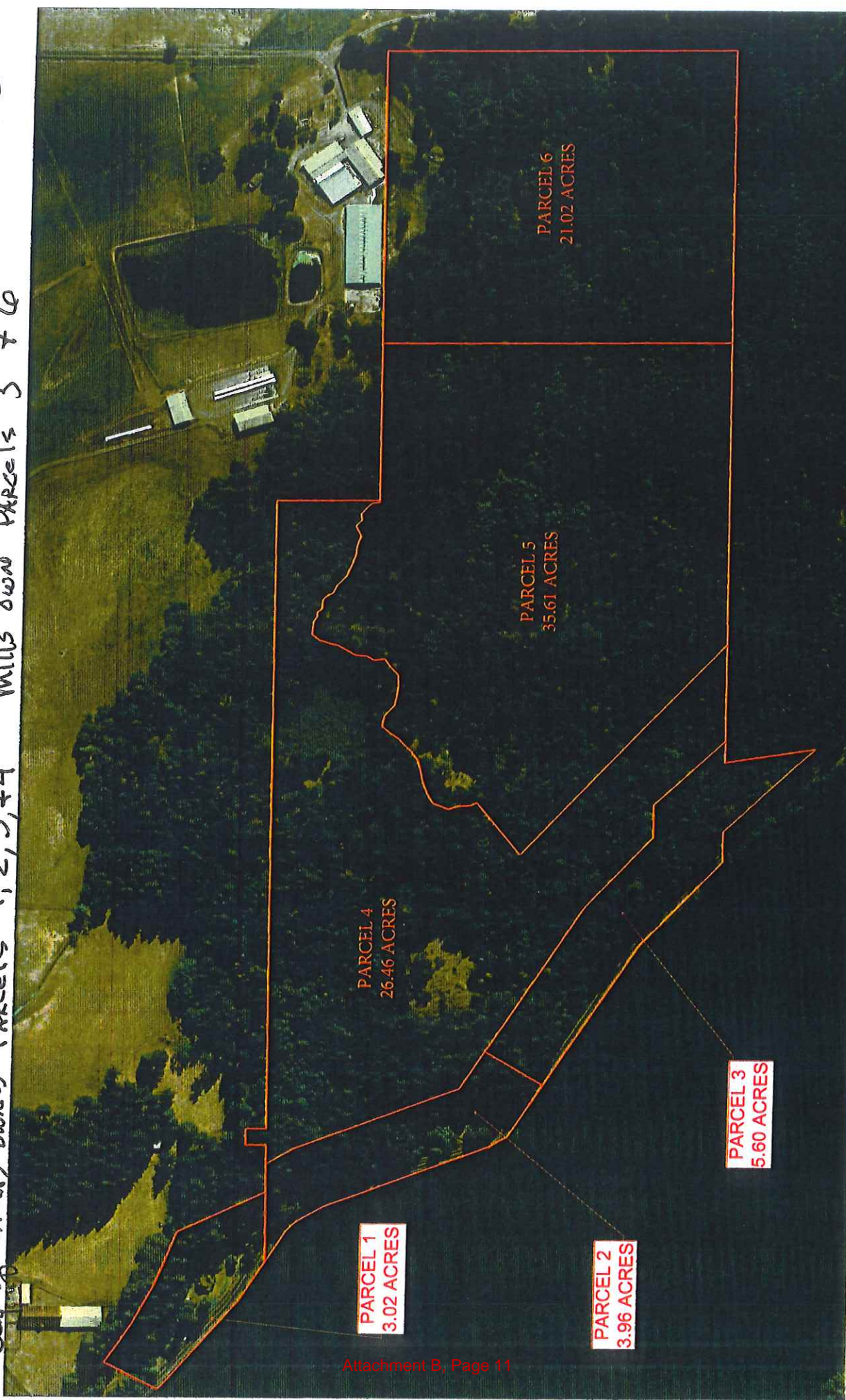
PROPERTY OWNER: THE MILLS FAMILY LLC

DocuSigned by:
Michael Mills
A667FDD6A37E427...
By Michael Mills
Its Member **Dated** 1/29/2020 | 11:37 PM PST

DocuSigned by:
John Mills
4BD002D762104B4...
By John Mills
Its Member **Dated** 1/30/2020 | 9:07 AM PST

Mills - Canas New Lots after Lot Line Adjustement
 City of Canas owns Parcels 1, 2, 3, + 4 Mills owns Parcels 5 + 6

Exhibit 1



PARCEL 1
3.02 ACRES

PARCEL 2
3.96 ACRES

PARCEL 3
5.60 ACRES

PARCEL 4
26.46 ACRES

PARCEL 5
35.61 ACRES

PARCEL 6
21.02 ACRES

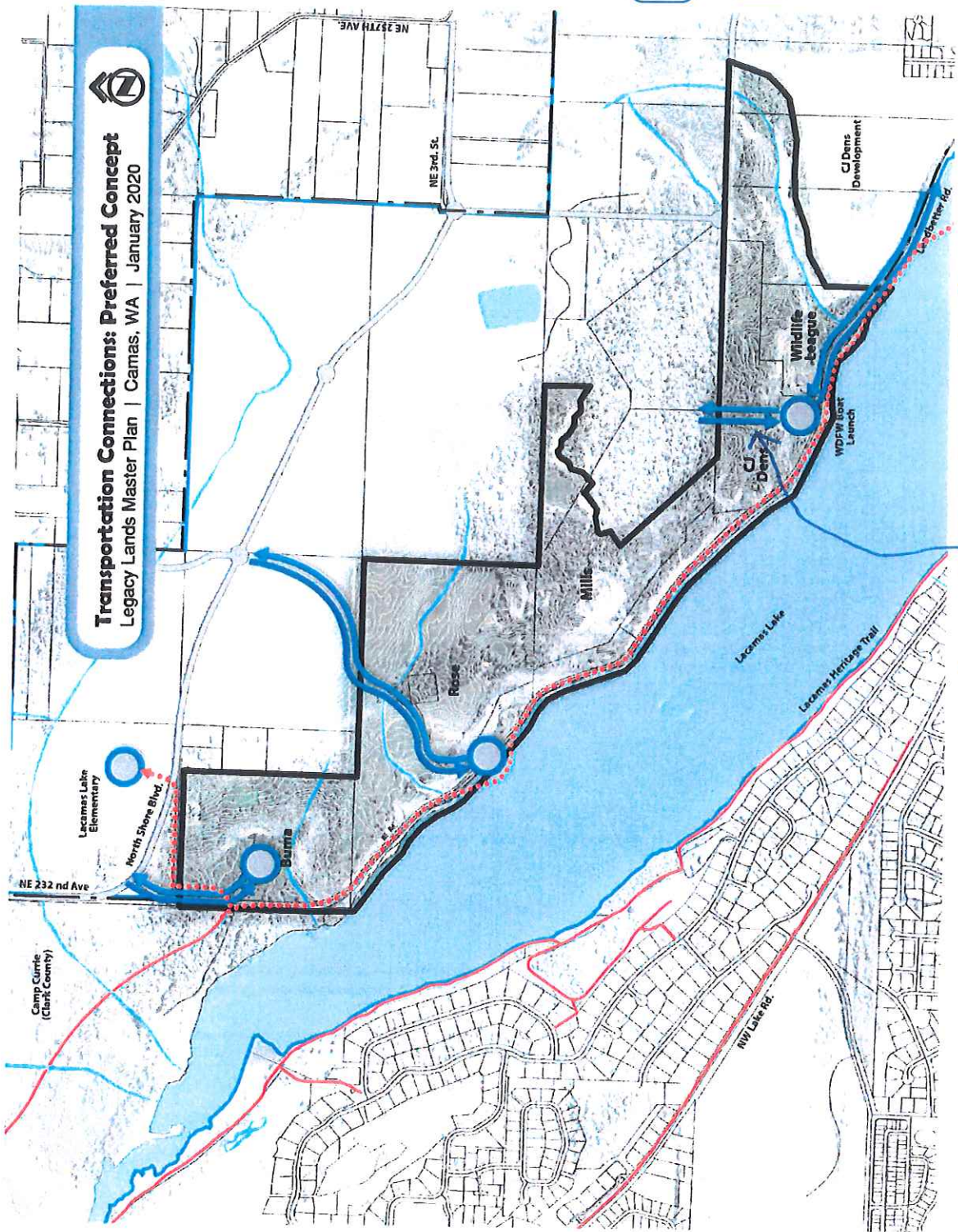
Parcel 1 - Leadwater Property
 Parcel 2 - Downside Property

Parcel 3 - Conservation Property
 donated by Will to City of Canas

Parcel 5 - 35.61 acres
 Planned MF-10 zone

Parcel 6 - 21.02
 Planned MF-1B

Exhibit 2:
Roads Plan



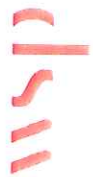
Proposed NE FARGO Street



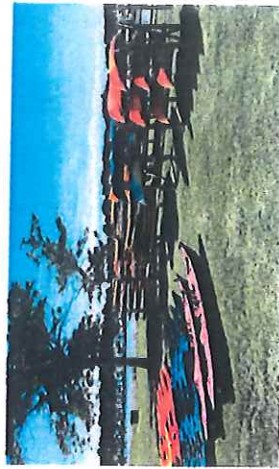
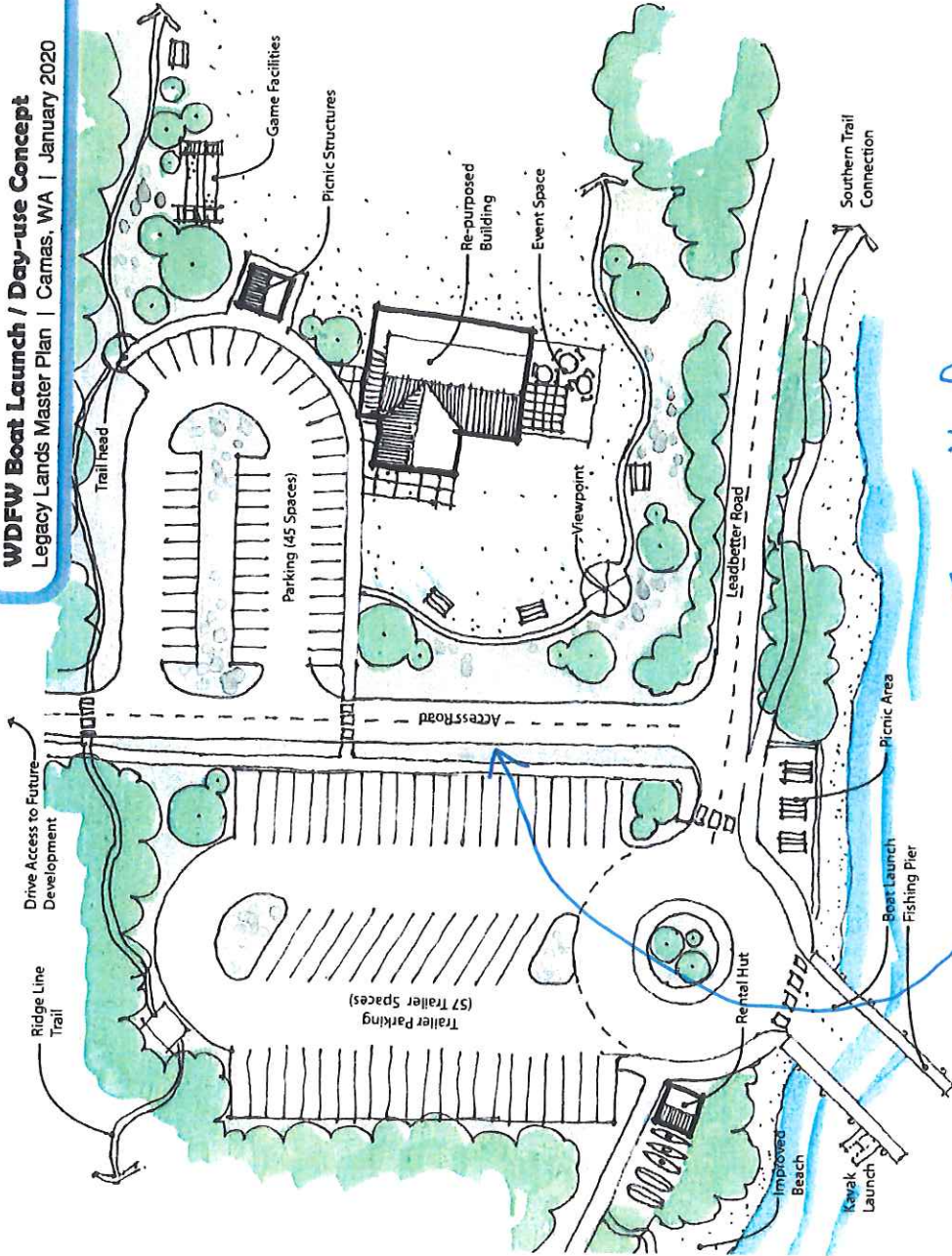
- Northbound Lane
- Southbound Lane
- Proposed Trail
- Existing Trail
- Future Transportation
- Parking/Trailheads



Exhibit 3
ROAD PLAN



WDFW Boat Launch / Day-use Concept
Legacy Lands Master Plan | Camas, WA | January 2020



Proposed NE Fargo Street
Legacy Lands Advisory Board Recommendation

DS
BRL

DS
MM

DS
JM

Item 9.

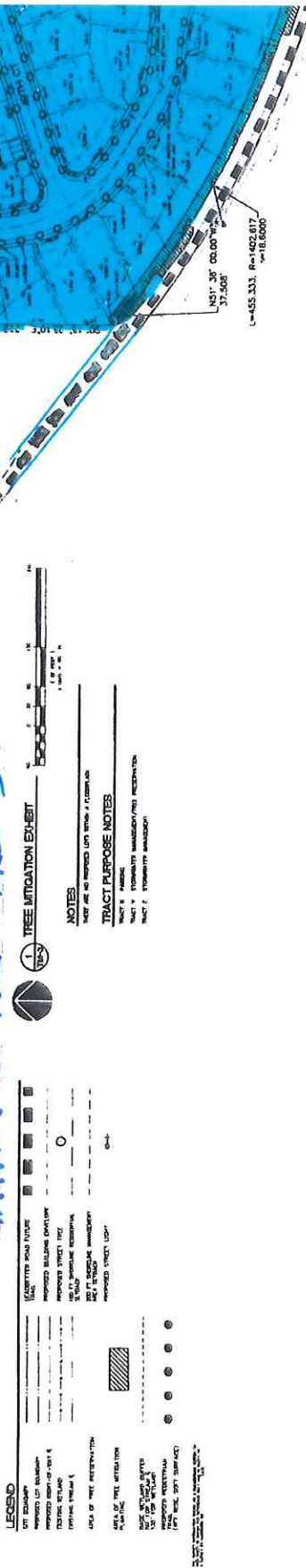


Exhibit 4

ROAD Plan

Proposed by City
of Camas to Purchase
from DENZ

Approved NE Fargo St.



LEGEND

PROPERTY BOUNDARY
 PROPOSED LOT BOUNDARY
 PROPOSED EASEMENT
 PROPOSED STREET LIGHT
 PROPOSED STREET LIGHT
 PROPOSED STREET LIGHT

AREA OF TREE RETENTION
 TREE RETENTION

PROPOSED INTERSECTION
 PROPOSED INTERSECTION
 PROPOSED INTERSECTION
 PROPOSED INTERSECTION
 PROPOSED INTERSECTION

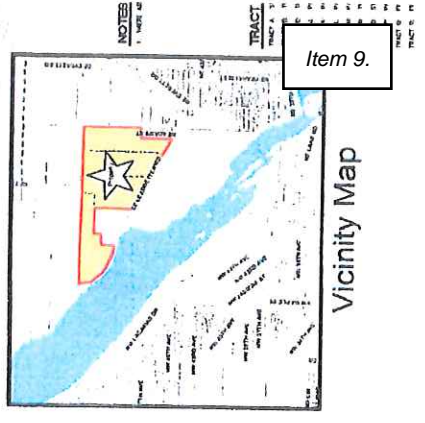
NOTES

1 TREE MITIGATION EXHIBIT

TRACT PURPOSE NOTES
 TRACT # 1
 TRACT # 2
 TRACT # 3
 TRACT # 4

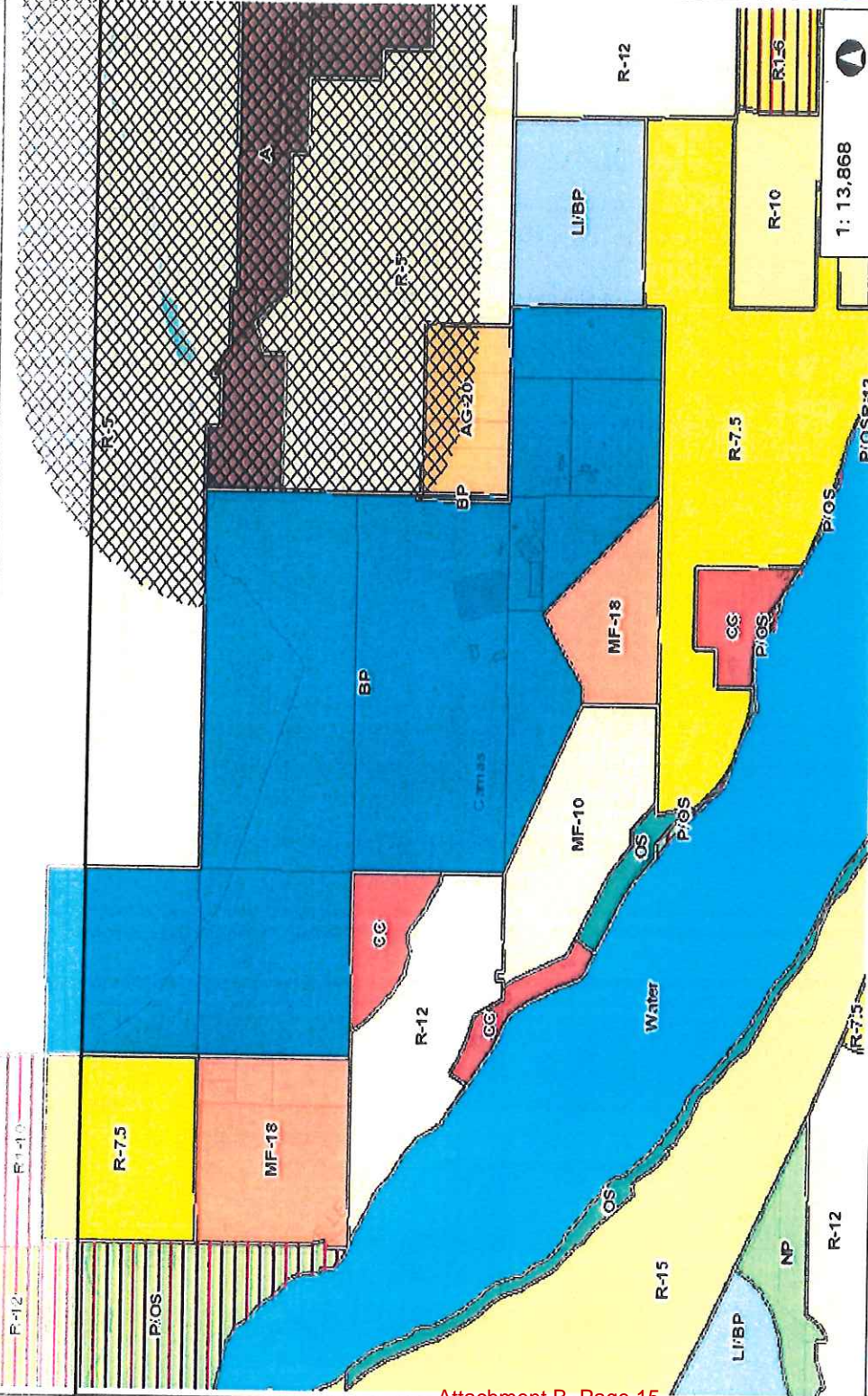
DENZ West

DENZ EAST



Item 9.

Lacamas Northshore in Camas, WA



This map was generated by Clark County's "MapsOnline" website. Clark County does not warrant the accuracy, reliability or timeliness of any information on this map, and shall not be held liable for losses caused by using this information.

Legend

- Zoning Overlay
- Urban Reserve - 10 (UR-10)
- Industrial Urban Reserve - 20 (IUR-20)
- Railroad Industrial Urban Reserve (RIUR)
- Railroad Industrial Overlay District (RIOD)
- Urban Holding - 10 (UH-10)
- Urban Holding - 20 (UH-20)
- Urban Holding - 40 (UH-40)
- Airport Environs Overlay
- Surface Mining Overlay District
- Existing Historic Resort
- Mill Creek Overlay District
- Highway 99 Overlay District
- Activity Center Overlay
- Transitional Area Overlay
- Single Family Residential Area Overlay
- Mixed Residential Area Overlay
- Multifamily Residential Area Overlay
- 78th Street Property
- Columbia River Gorge Scenic Area
- Mixed Use Overlay
- Vancouver - Multiple Overlays
- Sewer Capacity Overlay
- Infill Residential Development Area

Notes:

- DS SM DS DS
- MM RL

Item 9.

4901 NW Camas Meadows Dr. #200
Camas, WA, 98607

Comprehensive Zoning Map of LNS of Comprehensive PLAY

CONTACT Kimbal R Logan
360.904.9090
kimbal@kimballogan.com

Mills BEFORE and AFTER Lot Line Adjustments
Site Plan 2

Legend

- ADJUSTED BOUNDARY
- EXISTING BOUNDARY



Item 9.

DS
SM

DS
MM

DS
KRL

Google Earth

PROPERTY INFORMATION CENTER

Account Summary

Property Identification Number: 177884000 [MapsOnline](#)
Property Type: Real
Current Use Classification: Land valued as Open Space Land
Tax Status: Regular **Property Status:** Active
Site Address: ([Situs Addresses](#))
Abbreviated Description: #7 SEC 34 T2NR3EWM 35.61A

Property Owner	Owner Mailing Address	Property Site Address
MILLS FAMILY LLC	4699 LEASURE DR MT HOOD OR , 97041 US	Google Maps Street View
Administrative Data Info...	Land Data	Assessment Data Info...
Zoning Designation - Codes	Clark County Road Atlas Page 12 Approximate Area Info... 1,551,172 sq. ft. 35.61 acres	2019 Values for 2020 Taxes Market Value as of January 1, 2019
Multifamily Residential-10 (MF-10) Business Park (BP) Multifamily Residential-18 (R-18)	Subdivision no data	Land Value \$1,608,222.00 Building Value \$0.00 Total Property \$1,608,222.00
Zoning Overlay(s)	Survey No Records	Taxable Value
Comprehensive Plan		Total \$11,317.00
Comp. Plan Overlay(s)		2018 Values for 2019 Taxes
Census Tract		Market Value as of January 1, 2018
Jurisdiction		Land Value \$1,247,941.00 Building Value \$0.00 Total Property \$1,247,941.00
Fire District		Taxable Value
Park District		Total \$12,604.00
School District		General
Elementary		Re-valuation Cycle 4
Middle School		Assessor Neighborhood 8050
High School		Notice of Value 2019 2018 2017 2016 2015 2014 2013
Sewer District		Property assessment value is valid as of the date printed on the linked notice of value. The notice of value will not reflect any updates to property value that occurred after the notice mail date. Please contact the Assessor's office if you have a question about your assessed value.
Water District		
Neighborhood		
Section-Township-Range		
Urban Growth Area		
C-Tran Benefit Area		
School Impact Fee		
Transportation Impact Fee		
Transportation Analysis Zone		
Waste Connections		
Garbage Collection Day		
Last Street Sweeping		
CPU Lighting Utility District		
Burning Allowed		
Increased Wildfire Danger Area		
Public Health Food Inspector District		
Public Health WRAP Inspector District		
Councilor District		
Drainage District		



Mills - 35.6 acres - PIN 177884000

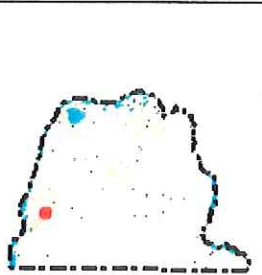


WGS, 1984, Web_Mercator_Auxiliary_Sphere
 Clark County, WA, GIS - <http://gis.clark.wa.gov>

1 : 4,514



This map was generated by Clark County's "MapOnline" website. Clark County does not warrant the accuracy, reliability or timeliness of any information on this map, and shall not be held liable for losses caused by using this information.



- Legend**
- Taxlots
 - Cities Boundaries
 - Urban Growth Boundaries

Notes:

PROPERTY INFORMATION CENTER

Account Summary

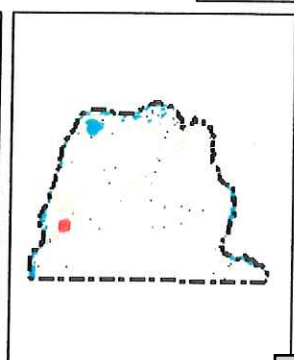
Property Identification Number: 177885000 [MapsOnline](#)
Property Type: Real
Current Use Classification: Land valued as Open Space Land
Tax Status: Regular **Property Status:** Active
Site Address: 313 SE LEADBETTER RD, CAMAS, 98607 ([Situs Addresses](#))
Abbreviated Description: #8 SEC 34 T2NR3EWM 21.02A

Property Owner MILLS FAMILY LLC	Owner Mailing Address 4699 LEASURE DR MT HOOD OR , 97041 US	Property Site Address 313 SE LEADBETTER RD, CAMAS, 98607 Google Maps Street View
Administrative Data Info...	Land Data	Assessment Data Info...
Zoning Designation - Codes Multifamily Residential-18 (R-18) Business Park (BP)	Clark County Road Atlas Page 12 Approximate Area Info... 915,631 sq. ft. 21.02 acres	2019 Values for 2020 Taxes Market Value as of January 1, 2019 Land Value \$810,330.00 Building Value \$0.00 Total Property \$810,330.00
Zoning Overlay(s) Airport Overlay - Zone C	Subdivision Survey	Taxable Value Total \$44,716.00
Comprehensive Plan MFH IND	no data No Records	2018 Values for 2019 Taxes Market Value as of January 1, 2018 Land Value \$734,791.00 Building Value \$0.00 Total Property \$734,791.00
Comp. Plan Overlay(s) none	Sales History	Taxable Value Total \$41,541.00
Census Tract 406.05	Sale Date 09/25/2013	General Re-valuation Cycle 4 Assessor Neighborhood 8050 Notice of Value 2019 2018 2017 2016 2015 2014 2013 Property assessment value is valid as of the date printed on the linked notice of value. The notice of value will not reflect any updates to property value that occurred after the notice mail date. Please contact the Assessor's office if you have a question about your assessed value.
Jurisdiction Camas	Document Type D-B&S	
Fire District Camas Washougal FD	Excise Number 706441	
Park District n/a	Document Number 5056705	
School District Elementary Middle School High School	Sale Amount \$0.00	
Sewer District Rural/Resource	Sale Date 09/25/2013	
Water District Camas	Document Type D-B&S	
Neighborhood n/a	Excise Number 700004	
Section-Township-Range NE 1/4,S34,T2N,R3E	Document Number 5017749	
PDF	Sale Amount \$0.00	
Urban Growth Area Camas	Sale Date 02/01/2001	
C-Tran Benefit Area Yes	Document Type D-QCD	
School Impact Fee Camas	Excise Number 484776	
Transportation Impact Fee Camas	Document Number	
Transportation Analysis Zone 483	Sale Amount \$0.00	
Waste Connections Thursday	Sale Date 01/01/1900	
Garbage Collection Day	Document Type BLA	
Last Street Sweeping n/a	Excise Number 798318	
CPU Lighting Utility District 0	Document Number 5585307	
Burning Allowed No	Sale Amount \$0.00	
Increased Wildfire Danger Area No		
Public Health Food Inspector District District 2		
Public Health WRAP Inspector District District 1		
Councilor District 4		
Drainage District none		

If you have questions concerning the data on this page, please contact the Clark County Assessor's Office. Main Phone: (564) 397-2391, Email: assessor@clark.wa.gov



Mills - 21.02 acres - PIN 177885000



- Legend**
- Taxlots
 - Cities Boundaries
 - Urban Growth Boundaries

Notes:

1 : 4,514



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MGS_1984_Web_Mercator_Auxiliary_Sphere
Clark County, WA, GIS - <http://gis.clark.wa.gov>





Community Development Department | Planning
 616 NE Fourth Avenue | Camas, WA 98607
 (360) 817-1568
 communitydevelopment@cityofcamas.us

Item 9.

General Application Form

Case Number:

CPA 20-02 / SEPA 20-01

Applicant Information

Applicant/Contact: Kimbal A. Logan Phone: (360) 904-9090
 Address: 201 NE PARK PLAZA DRIVE, Suite 200 Kimbal@KL-AE.com
VANCOUVER WA 98684
 City State ZIP Code

Property Information

Property Address: No ADDRESS Pin #'s 177884008 + 177885000
Camas WA 98607
 City State ZIP Code
 Zoning District MF-10 / MF-18 / BP Site Size 57 acres

Description of Project

Brief description: see attached maps and more detailed application

Are you requesting a consolidated review per CMC 18.55.020(B)? YES NO
 DEFER TO DEVELOPMENT DIRECTOR
 Permits Requested: Type I Type II Type III Type IV, BOA, Other

Property Owner or Contract Purchaser

Owner's Name: The Mills Family LLC Phone: (503) 522-1269
1930 SW River Drive # 506
 Street Address Apartment/Unit #
 E mail Address: Portland OR 97212-3604
mpmills18@gmail.com City State Zip

Signature

I authorize the applicant to make this application. Further, I grant permission for city staff to conduct site inspections of the property.
 Signature: Michael Mills Date: 1/31/2020

Note: If multiple property owners are party to the application, an additional application form must be signed by each owner. If it is impractical to obtain a property owner signature, then a letter of authorization from the owner is required.

Date Submitted: <u>2/3/2020</u>	Pre-Application Date:	pd #796.00
Staff: <u>Sarah Fox</u>	Related Cases #	
<input type="checkbox"/> Electronic Copy Submitted		Validation of Fees

Revised: 01/22/2019

SEPA ENVIRONMENTAL CHECKLIST

Purpose of checklist:

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

Instructions for applicants:

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. You may use "not applicable" or "does not apply" only when you can explain why it does not apply and not when the answer is unknown. You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Instructions for Lead Agencies:

Please adjust the format of this template as needed. Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

Use of checklist for nonproject proposals:

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B plus the SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS (part D). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in Part B - Environmental Elements –that do not contribute meaningfully to the analysis of the proposal.

A. Background [\[HELP\]](#)

1. Name of proposed project, if applicable: None. **This is a nonproject application. We are asking for change or amendment to an existing Comprehensive Plan for the City of Camas, WA.**

2. Name of applicant: **Kimbal R. Logan acting as agent for The Mills Family LLC.**

DS JM DS MM DS KRL

3. Address and phone number of applicant and contact person: Kimbal R. Logan, Logan & Logan LLC, 201 Park Plaza Drive, Suite 200, Vancouver, WA 98684 – 360-904-9090 – Cell 360-718-8924 – Office – kimbal@kl-re.com - Email

4. Date checklist prepared: January 29, 2020.

5. Agency requesting checklist: City of Camas ?

6. Proposed timing or schedule (including phasing, if applicable):
Not applicable. This is a nonproject application.

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.
Not applicable. This is a nonproject application.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.
None. This is an amendment to an existing approved Comp Plan to facilitate the purchase of land along the North border of Lacamas Lake by the City of Camas and it includes not change in the amount of land zoned for the respective lots involved except a change in use of land after purchase by the City of Camas.

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.
None that we know of.

10. List any government approvals or permits that will be needed for your proposal, if known.
Approval of the requested Comp Plan and Zoning Change and Road Plan.

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)
Please see the attached Application for Comp Plan Change and Zone Change to the City of Camas Washington for a complete explanation of our proposal.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.
Please see the attached Application for Comp Plan Change and Zone Change to the City of Camas Washington for a complete explanation of our proposal and the location of the lands involved.t

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B. Environmental Elements [\[HELP\]](#)**1. Earth** [\[help\]](#)

- a. General description of the site:
Sloping land lying above Lacamas Lake behind land owned by the City of Camas.
[See attached topographical map.](#)
- b. What is the steepest slope on the site (approximate percent slope)?
[See attached topographical map.](#)
- c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.
[See attached soils map.](#)
- d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. [None that we know of.](#)
- e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill. [None. This is a nonproject application for a Comp Plan and Zone Change.](#)
- f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe. [No. This is nonproject application.](#)
- g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?
[Not applicable. This is a nonproject application.](#)
- h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:
[Not applicable.](#)

2. Air [\[help\]](#)

- a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known. [Not applicable. This is nonproject application.](#)
- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe. [None](#)
- c. Proposed measures to reduce or control emissions or other impacts to air, if any: [Not applicable.](#)

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3. Water [\[help\]](#)**a. Surface Water:** [\[help\]](#)

1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.

Yes, Lacamas Lake is close to the property to the West.

2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.

No. This is a nonproject application for a zone change.

3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.

Not applicable. This is a nonproject application.

4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known.

Not applicable. This is a nonproject application.

5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.

No.

6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

Not applicable. This is a nonproject application.

b. Ground Water: [\[help\]](#)

1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known.

Not applicable. This is a nonproject application.

2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals. . . ; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

Not applicable. This is a nonproject application.

c. Water runoff (including stormwater):

1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

Not applicable. This is a nonproject application.

DS SM DS MM DS KRL

2) Could waste materials enter ground or surface waters? If so, generally describe.

Not applicable. This is a nonproject application.

3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

Not applicable. This is a nonproject application.

d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:

Not applicable. This is a nonproject application.

4. Plants [help]

a. Check the types of vegetation found on the site:

deciduous tree: alder, maple, aspen, other

evergreen tree: fir, cedar, pine, other

shrubs

grass

pasture

crop or grain

Orchards, vineyards or other permanent crops.

wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other

water plants: water lily, eelgrass, milfoil, other

other types of vegetation

What kind and amount of vegetation will be removed or altered?

Not applicable. This is a nonproject application.

c. List threatened and endangered species known to be on or near the site. None that we know of.

None that we know of.

d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:

Not applicable. This is a nonproject application.

e. List all noxious weeds and invasive species known to be on or near the site.

None that we know of.

5. Animals [help]

a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site.

Songbirds, Ravens, deer, rabbits, trout.

Examples include:

birds: hawk, heron, eagle, songbirds, other:

mammals: deer, bear, elk, beaver, other:

fish: bass, salmon, trout, herring, shellfish, other _____

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b. List any threatened and endangered species known to be on or near the site.

None that we know of.

c. Is the site part of a migration route? If so, explain.

Not that we know of.

d. Proposed measures to preserve or enhance wildlife, if any:

Not applicable. This is a nonproject application.

e. List any invasive animal species known to be on or near the site.

None that we know of.

6. Energy and Natural Resources [\[help\]](#)

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

Not applicable. This is a nonproject application.

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

Not that we know of.

c. What kinds of energy conservation features are included in the plans of this proposal?

List other proposed measures to reduce or control energy impacts, if any:

Not applicable. This is a nonproject application.

7. Environmental Health [\[help\]](#)

a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur as a result of this proposal? If so, describe.

Not applicable. This is a nonproject application.

1) Describe any known or possible contamination at the site from present or past uses.

Not applicable. This is a nonproject application.

2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

None that we know of. Also, Not applicable. This is a nonproject application.

3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

None that we know of. Also, Not applicable. This is a nonproject application.

4) Describe special emergency services that might be required.

Not applicable. This is a nonproject application.

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- 5) Proposed measures to reduce or control environmental health hazards, if any:
Not applicable. This is a nonproject application.

b. Noise

- 1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?
Not applicable. This is a nonproject application.
- 2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site. Not applicable. This is a nonproject application.
Not applicable. This is a nonproject application.
- 3) Proposed measures to reduce or control noise impacts, if any:
Not applicable. This is a nonproject application.

8. Land and Shoreline Use [\[help\]](#)

- a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.
The land is currently undeveloped development property. No current land uses will be affected by this Comp Plan and Zone Change.
- b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use? No, it has not.
- 1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how: No.
- c. Describe any structures on the site.
None
- d. Will any structures be demolished? If so, what?
No
- e. What is the current zoning classification of the site?
MF-10, MF-18, and BP
- f. What is the current comprehensive plan designation of the site?
MF-10, MF-18, and BP
- g. If applicable, what is the current shoreline master program designation of the site?
Not applicable. Land in question is not in Shorelines designation.

DS SM DS MM DS KRL

h. Has any part of the site been classified as a critical area by the city or county? If so, specify.

Yes. There is an area of wetland presence and severe erosion hazard on the property owned by the City of Camas. There are areas with potential for landslides on both the property owned by the City of Camas and the Mills Family. There are some areas of steep slopes on both the City of Camas and the Mills Family properties. See maps for descriptions.

We are not aware of any critical aquifer recharge areas, or frequently flooded areas, or any fish and wildlife habitat areas on either owner's properties.

i. Approximately how many people would reside or work in the completed project?

Not applicable. This is a nonproject application.

j. Approximately how many people would the completed project displace?

Not applicable. This is a nonproject application.

k. Proposed measures to avoid or reduce displacement impacts, if any:

Not applicable. This is a nonproject application.

l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

The purpose of this application for a Comp Plan and Zone Change Amendment / Correction is to make sure all land uses and plans are in concert with the Camas Comp Plan and Zoning Maps Ordinances and rules and in compliance with the City's intended goals.

m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any:

No forest lands or agricultural lands of long-term significance are affected by this proposal.

9. Housing [\[help\]](#)

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.

The proposed Comp Plan and Zoning changes would allow up to 734 units to be built. However the Applicants are proposing a cap on the total number of units at approximately 6 units per acre on the MF-10 land (210 units) and approximately 14 units per acre on the MF-18 Land (290 units) equaling a total possible number of units of 500 units. The owner envisions units to be designed for middle and high-end renters. There is a possibility that some units may half to be sold as condominiums or townhouses because of the high cost of development in the area.

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

None below the 234 units already eliminated in this application process.

c. Proposed measures to reduce or control housing impacts, if any:

Not applicable. This is a nonproject application.

DS SM DS MM DS KRL

10. Aesthetics [\[help\]](#)

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

Not applicable. This is a nonproject application.

- b. What views in the immediate vicinity would be altered or obstructed?

Not applicable. This is a nonproject application.

- c. Proposed measures to reduce or control aesthetic impacts, if

Not applicable. This is a nonproject application.

- d. Proposed measures to reduce or control aesthetic impacts, if any

Not applicable. This is a nonproject application.

11. Light and Glare [\[help\]](#)

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur? Not applicable. This is a nonproject application.

- b. Could light or glare from the finished project be a safety hazard or interfere with views?

Not applicable. This is a nonproject application.

- c. What existing off-site sources of light or glare may affect your proposal?

Not applicable. This is a nonproject application.

- d. Proposed measures to reduce or control light and glare impacts, if any:

Not applicable. This is a nonproject application.

12. Recreation [\[help\]](#)

- a. What designated and informal recreational opportunities are in the immediate vicinity?

The use of Lacamas Lake. The trail systems around Lacamas Lake.

- b. Would the proposed project displace any existing recreational uses? If so, describe.

No.

- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:

Not applicable. This is a nonproject application.

13. Historic and cultural preservation [\[help\]](#)

- a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers? If so, specifically describe.

Yes. The Historic Leadbetter House is on Lacamas Lake just North of this site. It was previously owned by the Mills family and sold to the City as part of the negotiations over a master plan for the area.

DS JM DS MM DS KRL

b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.

None that we know of. This is a nonproject application. Any application for future development will have to investigate or address articles of cultural significance.

c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.

Not applicable. This is a nonproject application.

d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

Not applicable. This is a nonproject application.

14. Transportation [help]

a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.

The main public street serving the property is Leadbetter Road. We are proposing access to Leadbetter Road for the Mills Family Properties from the to be built NE Fargo Street. See attached maps for descriptions

b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?

No. The proposed NE Fargo Street at its intersection with Leadbetter Road will be approximately 2.5 miles from the C-tran Bus stop at the Camas City Hall. (6 minutes)

c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate?

Not applicable. This is a nonproject application.

d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).

Yes. The proposal asks for the approval to build NE Fargo Street at its intersection with the existing boat drop parking lot to be used as access to the Mills Family Property for development purposes. The Applicant is asking for the City to either pay one half of the costs of a private road or place NE Fargo Street on the 6 year Road plan for public roads and make the road eligible for public grants and bonding.

e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.

No. Not directly. In the future it is conceivable that residents of the proposed living units will make use of Grove Airfield.

Three signature boxes, each with 'DS' above and handwritten initials 'JM', 'MM', and 'KRL' inside.

- f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates?

Not Applicable. This is a nonproject application for a Comp Plan Change. These estimates will have to be made by a future developer who knows the unit types, actual number of units, and demographic of the residents.

- g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.

No. agricultural and forest products are rarely if ever transported on the adjacent roads.

- h. Proposed measures to reduce or control transportation impacts, if any:

Any such measures will have to be proposed by a developer of the project. This is a nonproject application.

15. Public Services [\[help\]](#)

- a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.

This is a nonproject application. In the long run, the result of approval of this proposal will result in an increased need for public services, but this increased need has already been planned for in the existing approved Comp Plan and Zoning. The net result of our proposal is a decreased need for all public services that have been planned for previously.

- b. Proposed measures to reduce or control direct impacts on public services, if any.

Any such measures will have to be proposed by a developer of the project. This is a nonproject application.

16. Utilities [\[help\]](#)

- a. There are no utilities currently available to the site. Sewer and Water lines are nearby in Leadbetter Road.

- b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

This is a nonproject application. Any utility proposals will have to come much later from any prospective builder or developer of any portion of the possible projects.

DS DS DS


C. Signature [\[HELP\]](#)

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: DocuSigned by:
Kimbal Logan
0EB65988489B4B8...

Name of signee Kimbal R. Logan Dated: 1/29/2020 | 9:58 PM PST

Position and Agency/Organization Authorized Agent for the Mills Family LLC

Accepted and approved:

The Mills Family LLC DocuSigned by:
Michael Mills
A667FDD6A37E427...

Michael Mills
Its Member Dated 1/29/2020 | 11:37 PM PST

DocuSigned by:
John Mills
4BD602D182104B4...

By John Mills
Its Member Dated: 1/30/2020 | 9:07 AM PST

Date Submitted: _____

D. Supplemental sheet for nonproject actions [\[HELP\]](#)

(IT IS NOT NECESSARY to use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

No increase in the release of hazardous or toxic substances except as already approved in the existing Comp Plan and Zoning Ordinances. This proposal will actually decrease such approve discharges, emissions, storage, and releases.

Proposed measures to avoid or reduce such increases are:

No additional proposed measures except those that may be required from any future builder or developer of the planned for units.

DS DS DS
JM MM KRL

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

At the point of time the units planned in the proposed lands are built, . . . the plants, and animals living in the area will be displaced. Any requirements for mitigation or replace of such plants or animals will have to be imposed on the builder or developer at the time.

Proposed measures to protect or conserve plants, animals, fish, or marine life are:

None at this time. Any requirements for mitigation or replace of such plants or animals will have to be imposed on the builder or developer at the time.

3. How would the proposal be likely to deplete energy or natural resources?

It is too early to tell at this point in time. The rapidly changing world of renewable resources, solar panels, electric cars, and people biking to work are a few examples of how hard it will be to plan on energy needs or uses in the future.

Proposed measures to protect or conserve energy and natural resources are:

None at this point in time. Any requirements for mitigation or energy conservation will have to be negotiated with and imposed on the builder and or developer of the project or projects that apply for building permits in the future.

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

One of the reasons that the plan for the sale of the land to the City of Camas and the resulting need for the application for this Comp Plan Change and Zone Change, was to protect for the future as much land as possible along the Lacamas Lake North shoreline, including the Leadbetter House and Pomaria House Properties plus as much of the scenic and beautiful upper lands, caldera, bluffs, and cedar forest area as possible without destroying the Mills Family goals for getting a return on the private properties they have held for many years as an important family asset. The low-density zoning requests originally accepted and now being asked to be marginally increased were knowingly accepted as a way to enhance the beauty and livability of the long term investment in units by developers and builders.

By proposing and arranging the sale to the City of the 33 acre Mills Public Lands (Parcel 4 – see maps) the Mills family has already made great strides in protecting the forests, sensitive habitats, caldera, white oak forests and scenic viewpoints that are now under City ownership. The design of the remainder private lands zoning and units caps will require the builder developers to use the excess land in their projects to keep more trees, have walking trails, and protect views so that this development should be a model of environmentally sensitive development. The Mills believe the proposed style of higher quality and lower density development will bring value beyond the value found in adding more and more units to the same size parcels land.

DS SM DS MM DS KRL

Proposed measures to protect such resources or to avoid or reduce impacts are:

See above.

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

The proposal is in strict conformance with all currently planned land and shoreline uses. Fees from hookups and systems development charges will enable the City to complete their capital facilities planning as planned and in addition, enable the Camas School District to get repaid much of the money it expended in the extending the water line in Leadbetter Road.

Proposed measures to avoid or reduce shoreline and land use impacts are:

The proposal drastically limits the number of units to be built below the zoning allowance. The Developer will have to agree to the closure of Ne Fargo Street as an access to Leadbetter Road at the point of time in the future when public roads have been completed giving access to the Mills Family's Property from the North or East. Except for the driving of cars along Leadbetter Road from the Gun Club Property to the East and Camas, there will be little impact on the shoreline except for the public use of the planned trail, parks, and public facilities along the North Shore of Lacamas lake.

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

The number of Units proposed in this application is less than the aggregate number of units previously planned for and approved to be built under the Comp Plan in place today. The net effect of this proposal will actually decrease the demands on transportation and public services and utilities, from those demand and services that have already been planned for.

Proposed measures to reduce or respond to such demand(s) are:

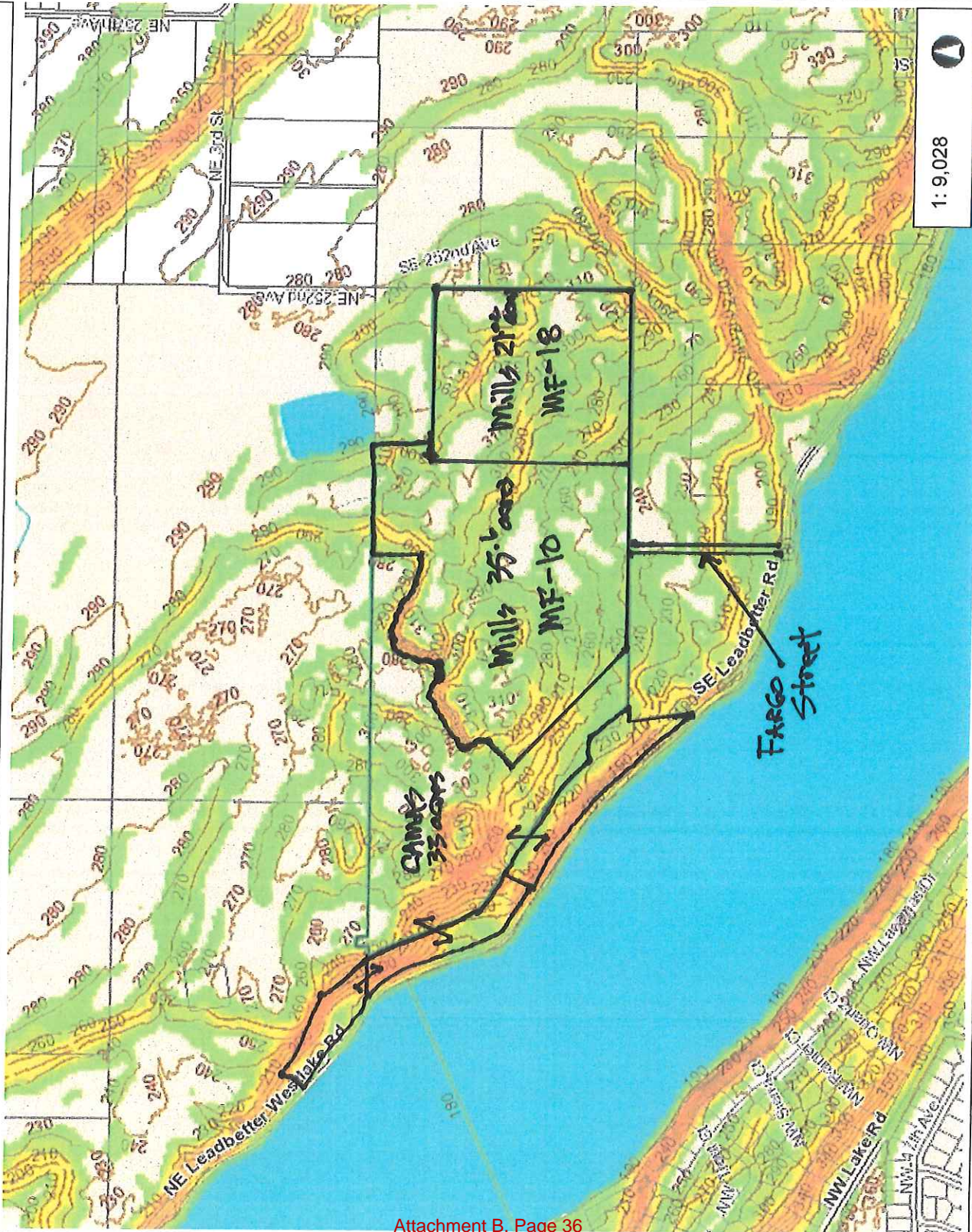
We propose acceptance of our application as a great way to reduce and respond to those demands.

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

To the best of our knowledge this proposal does not conflict with any local, state, or federal laws or requirements for protection of the environment.

DS SM DS MM DS KRL

Mills / Camas Topographical Map



Legend

- Taxlots
- Contour Lines - 10 ft
- Slopes**
 - less than 5 Percent
 - 5-10 Percent
 - 10-15 Percent
 - 15-25 Percent
 - 25-40 Percent
 - 40 - 100 Percent
- All Roads**
 - Interstate
 - State Route
 - Arterial
 - Forest Arterial
 - Minor Collector
 - Forest Collector
 - Private or Other
- Cities Boundaries
- Urban Growth Boundaries

Notes:

Item 9.

1: 9,028

This map was generated by Clark County's "MapsOnline" website. Clark County does not warrant the accuracy, reliability or timeliness of any information on this map, and shall not be held liable for losses caused by using this information.

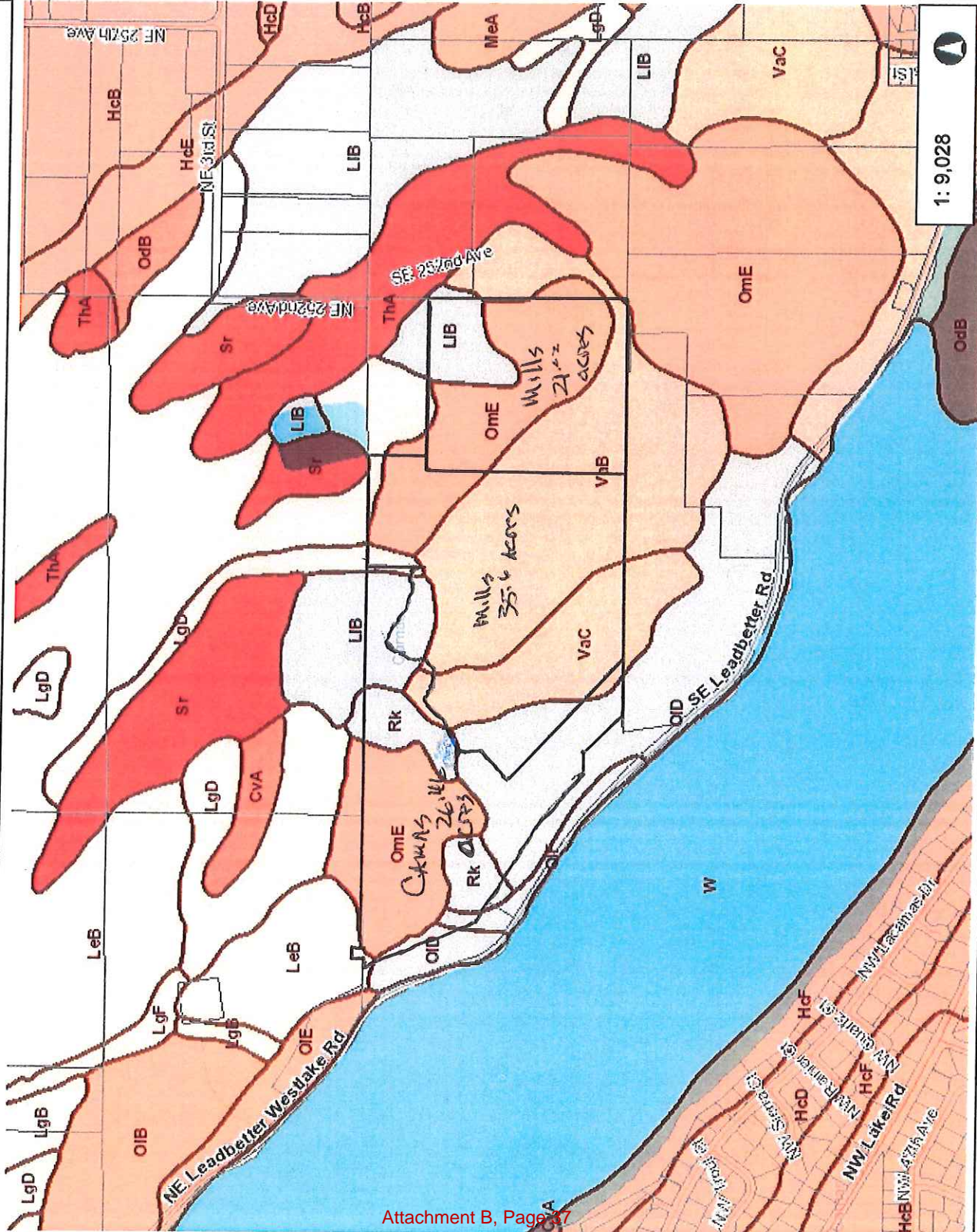
1,504.7
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1,504.7 Feet

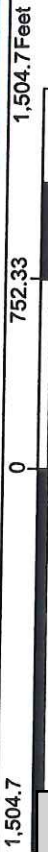
1984 Web Mercator_Auxiliary_Sphere
County, WA, GIS - <http://gis.clark.wa.gov>



Mills / Camas - Soils Type Map



1: 9,028



This map was generated by Clark County's "MapsOnline" website. Clark County does not warrant the accuracy, reliability or timeliness of any information on this map, and shall not be held liable for losses caused by using this information.

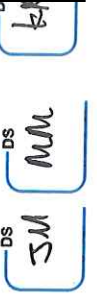


Legend

- Taxlots
- Soil Type
- WWHM Soil Group**
 - 1 - Excessively drained soils
 - 2 - Well drained soils
 - 3 - Moderately drained soils
 - 4 - Poorly drained soils
 - 5 - Wetland soils
 - Unknown
- All Roads**
 - Interstate
 - State Route
 - Arterial
 - Forest Arterial
 - Minor Collector
 - Forest Collector
 - Private or Other
- Cities Boundaries
- Urban Growth Boundaries

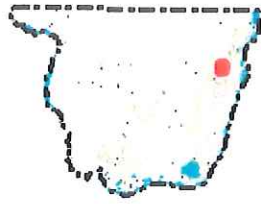
Notes:

Item 9.





Mills / Camas Wetland Presence - Landslide Hazard areas



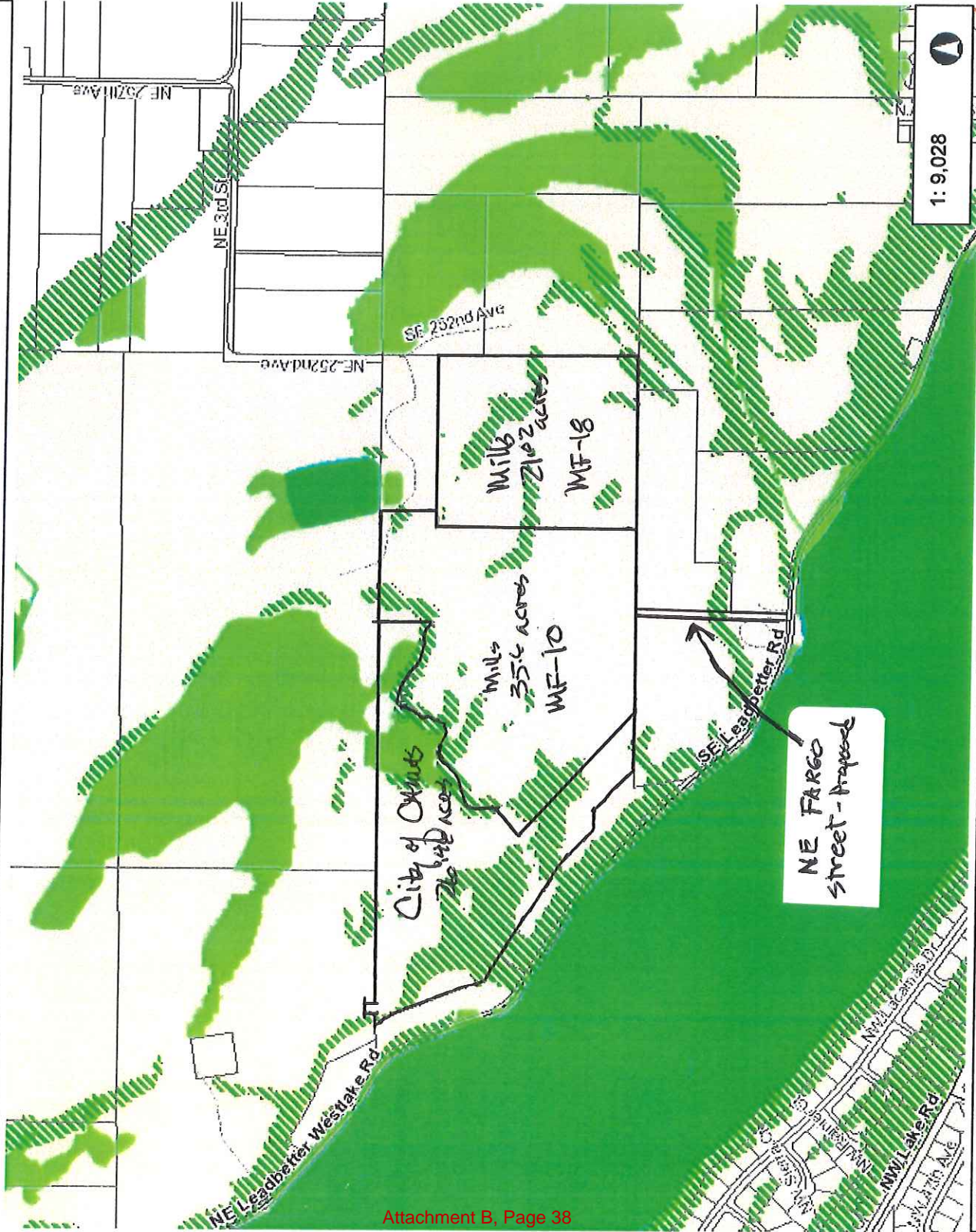
Legend

- Taxlots
- Landslide Hazard Areas - Corr**
 - Areas of Historic or Active Landslides
 - Slopes > 15%
 - Slopes > 25%
- Wetlands Presence - Component**
- All Roads**
 - Interstate
 - State Route
 - Arterial
 - Forest Arterial
 - Minor Collector
 - Forest Collector
 - Private or Other
- Cities Boundaries**
- Urban Growth Boundaries**

Notes:

Item 9.

DS SM MM



1: 9,028



This map was generated by Clark County's "MapsOnline" website. Clark County does not warrant the accuracy, reliability or timeliness of any information on this map, and shall not be held liable for losses caused by using this information.



General Application Form

Case Number: CPA 20-03

Applicant Information

Applicant/Contact: LeAnne Bremer Phone: (360) 619-7002
Address: 500 Broadway Street, Suite 400 leanne.bremer@millernash.com
Street Address E-mail Address
Vancouver WA 98660
City State ZIP Code

Property Information

Property Address: 4525 Camas Meadows Drive 986035-734; 172963; 172973; 175980
Street Address County Assessor # / Parcel #
Camas WA 98607
City State ZIP Code
Zoning District LI/BP Site Size 4 acres

Description of Project

Brief description: Comprehensive plan amendment and rezone

Are you requesting a consolidated review per CMC 18.55.020(B)? YES NO
Permits Requested: Type I Type II Type III Type IV, BOA, Other

Property Owner or Contract Purchaser

Owner's Name: Lofts at Camas Meadows Phase I, LLC, and Lofts at Camas Meadows Phase II, LLC
Last First Phone: 425-278-9023
3535 Factoria Blvd. Suite 500
Street Address Apartment/Unit #
E mail Address: Bellevue WA 98006
jami@icapecquity.com City State Zip

Signature

I authorize the applicant to make this application. Further, I grant permission for city staff to conduct site inspections of the property.

Signature: Jami Stevenson Date: 1/16/2020

Note: If multiple property owners are party to the application, an additional application form must be signed by each owner. If it is impractical to obtain a property owner signature, then a letter of authorization from the owner is required.

Date Submitted: Jan 30 th , 2020	Pre-Application Date:	<input type="checkbox"/> Electronic Copy Submitted Validation of Fees pd - 2/4/2020 \$6,525.00
Staff:	Related Cases #	

Application Checklist and Fees [updated on January 1, 2020]

◊ Annexation	\$849 - 10% petition; \$3,608. - 60% petition	001-00-345-890-00	\$
◊ Appeal Fee		001-00-345-810-00	\$392.00 \$
◊ Archaeological Review		001-00-345-810-00	\$135.00 \$
◊ Binding Site Plan	\$1,848. + \$24 per unit	001-00-345-810-00	\$
◊ Boundary Line Adjustment		001-00-345-810-00	\$101.00 \$
◊ Comprehensive Plan Amendment		001-00-345-810-00	\$5,729.00 \$ 5,729.00
◊ Conditional Use Permit			
Residential	\$3,360 + \$103 per unit	001-00-345-810-00	\$
Non-Residential		001-00-345-810-00	\$4,256.00 \$
◊ Continuance of Public Hearing		001-00-345-810-00	\$515.00 \$
◊ Critical or Sensitive Areas (fee per type)		001-00-345-810-00	\$762.00 \$
(wetlands, steep slopes or potentially unstable soils, streams and watercourses, vegetation removal, wildlife habitat)			
◊ Design Review			
Minor		001-00-345-810-00	\$426.00 \$
Committee		001-00-345-810-00	\$2,335.00 \$
◊ Development Agreement	\$862 first hearing; \$530 ea. add'l hearing/continuance	001-00-345-810-00	\$
◊ Engineering Department Review - Fees Collected at Time of Engineering Plan Approval			
Construction Plan Review & Inspection	(3% of approved estimated construction costs)		
Modification to Approved Construction Plan Review	(fee shown for information only)		\$415.00
Single Family Residence (SFR) - Stormwater Plan Review	(fee shown for information only)		\$205.00
Gates/Barrier on Private Street Plan Review	(fee shown for information only)		\$1,024.00
◊ Fire Department Review			
Short Plat or other Development Construction Plan Review & Insp.		115-09-345-830-10	\$280.00 \$
Subdivision or PRD Construction Plan Review & Inspection		115-09-345-830-10	\$348.00 \$
Commercial Construction Plan Review & Inspection		115-09-345-830-10	\$416.00 \$
◊ Home Occupation			
Minor - Notification (No fee)			\$0.00
Major		001-00-321-900-00	\$68.00 \$
◊ LI/BP Development	\$4,256+ \$40.00 per 1000 sf of GFA	001-00-345-810-00	\$
◊ Minor Modifications to approved development		001-00-345-810-00	\$340.00 \$
◊ Planned Residential Development	\$34 per unit + subdivision fees	001-00-345-810-00	\$
◊ Plat, Preliminary			
Short Plat	4 lots or less: \$1,904 per lot	001-00-345-810-00	\$
Short Plat	5 lots or more: \$7,055 + \$246 per lot	001-00-345-810-00	\$
Subdivision	\$7,055 + \$246 per lot	001-00-345-810-00	\$
◊ Plat, Final			
Short Plat		001-00-345-810-00	\$197.00 \$
Subdivision		001-00-345-810-00	\$2,335.00 \$
◊ Plat Modification/Alteration		001-00-345-810-00	\$1,176.00 \$
◊ Pre-Application (Type III or IV Permits)			
No fee for Type I or II			
General		001-00-345-810-00	\$348.00 \$
Subdivision (Type III or IV)		001-00-345-810-00	\$896.00 \$
◊ SEPA		001-00-345-890-00	\$796.00 \$ 796.00
◊ Shoreline Permit		001-00-345-890-00	\$1,176.00 \$
◊ Sign Permit			
General Sign Permit	(Exempt if building permit is required)	001.00.322.400.00	\$40.00 \$
Master Sign Permit		001.00.322.400.00	\$124.00 \$
◊ Site Plan Review			
Residential	\$1,132 + \$33 per unit	001-00-345-810-00	\$
Non-Residential	\$2,828 + \$67 per 1000 sf of GFA	001-00-345-810-00	\$
Mixed Residential/Non Residential	(see below)	001-00-345-810-00	\$
\$3,987 + \$33 per res unit + \$67 per 1000 sf of GFA			
◊ Temporary Use Permit		001-00-321-990-00	\$79.00 \$
◊ Variance (Minor)		001-00-345-810-00	\$683.00 \$
◊ Variance (Major)		001-00-345-810-00	\$1,273.00 \$
◊ Zone Change (single tract)		001-00-345-810-00	\$3,289.00 \$

Adopted by RES 1023 AUG 2005; Revised by RES 1113 SEPT 2007; Revised by RES 1163 OCT 2009; Revised by RES 1204 NOV 2010;
 Revised by RES 15-001 JAN 2015; Revised by RES 15-007 MAY 2015; Revised by RES 15-018 DEC 2015; Revised by RES 16-019 NOV 2016;
 Revised by RES 17-015 NOV 2017; Revised by RES 18-003 APRIL 2018; Revised by RES 18-013 NOV 2018; Revised by RES 19-018 DEC 2019

Fees reviewed & approved by Planner:

Initial _____ Date _____

For office use only

Total Fees Due: \$ 6,525.00

From: Bremer, LeAnne M. <LeAnne.Bremer@MillerNash.com>
Sent: Friday, April 10, 2020 11:50 AM
To: Sarah Fox
Cc: Jami Stevenson (jami@icapequity.com); Jim Christensen
Subject: PA19-50: Lofts at Camas Meadows
Attachments: iCap Equity Camas Land Need 4_20.pdf

Hello Sarah,

As we discussed, the applicant would like to revise its request for a rezone. Rather than seek the Community Commercial zone, it would like to pursue the Mixed-Use Zone. The comp plan amendment to Commercial remains. Please let us know if we need to submit a new application form documenting this change, or will this email suffice?

Attached is an Economic Report supporting the request. Please let us know if you have any questions on the report or feel other items need to be addressed.

As I understand the process, there will be a Planning Commission in May, and before that you will issue a staff report and recommendation.

Then, the case goes to City Council for final action. Do you know what time frame that will occur in at this point? We understand COVID-19 complicates the schedule a bit because of the need for virtual meetings for now.

Lastly, we discussed potential design-related standards associated with this request. At what point and in what form would you like to see that?

Please let us know next steps. Thank you. LeAnne

LeAnne M. Bremer, P.C.

Partner-in-Charge Vancouver Office

Miller Nash Graham & Dunn LLP

500 Broadway Street | Suite 400 | Vancouver, Washington 98660

Direct: 360.619.7002 | Office: 360.699.4771 | Fax: 360.694.6413

E-Mail | Bio | Social | Blogs

*We are monitoring the legal and regulatory landscape in response to the **COVID-19** crisis. To visit our resource page, _____*

CONFIDENTIALITY NOTICE: This e-mail message may contain confidential or privileged information. If you have received this message by mistake, please do not review, disclose, copy, or distribute the e-mail. Instead, please notify us immediately by replying to this message or telephoning us. Thank you.

LeAnne M. Bremer, P.C.
leanne.bremer@millernash.com
360.619.7002 direct line

January 30, 2020

BY HAND DELIVERY

City of Camas
Community Development Department/Planning
Attn: Sarah Fox, AICP
616 NE Fourth Avenue
Camas, WA 98607

Subject: Lofts at Camas Meadows Comp Plan Amendment and Rezone

To City of Camas Community Development Department:

On behalf of Lofts at Camas Meadows Phase I, LLC and Lofts at Camas Meadows Phase II, LLC, I am submitting this application seeking approval for a comprehensive plan amendment and rezone for Tax Parcel Nos. 986035-734; 172963; 172973; 175980 from Industrial/LI/BP to Commercial/Community Commercial.

This application contains the following submittal items:

COMPREHENSIVE PLAN AMENDMENT

1. General application form, and fee of \$9,814.00, as confirmed by City staff in e-mail dated January 14, 2020.
2. This cover letter (includes narrative);
Narrative that describes the proposal and responds to each of the criteria at CMC Section 18.51.010 (A-G).
A: A detailed statement of what is proposed and why.

City of Camas
January 30, 2020
Page 2

The applicant requests this change to the comprehensive plan and zoning map to Commercial/Community Commercial because of the collective, small size of the parcels of 4 acres, which is better suited for commercial development than industrial development. There is a lack of Community Commercial parcels in the area. According to GIS mapping, zoning in the vicinity consists of BP, R-15, MF-18, R-7.5 and Regional Commercial.

The site was previously subject to a Development Agreement (DA) recorded on July 30, 2004, under Clark County Auditor's File No. 3862705, as amended. This DA expired on December 31, 2019. The DA allowed a mixed use development of residential condominiums, professional office space, and restaurant/retail space on 14 acres, of which the 4-acre site was a part.

The second amendment to the DA recorded on January 20, 2016, under Clark County Auditor's File No. 5249913, was specifically applicable to the site, as other areas in the original DA were developed. This second amendment recognized that the subject site could be developed with apartment units and commercial, light industrial or business park uses. It further recognized that the revised master plan attached to the amendment "observes the stated supplemental and performance standard goals for the North Dwyer Creek (NDC) subarea" by providing for smaller scale commercial, retail service, and office development." Section 3 of second amendment to DA.

Thus, the city previously made a legislative determination that the property was appropriate for uses other than those allowed under the LI/BP zone. This was the case then and it is the case today.

B: A statement of the anticipated impacts of the change, including the geographic area affected, and issues presented by the proposed change.

The proposal would only change a small area (4 acres) of a large swath of LI/BP land to Commercial, and would have no greater impact than the current zone and the project the city anticipated in the DA, as amended.

City of Camas
January 30, 2020
Page 3

C: An explanation of why the current comprehensive plan is deficient or should not continue in effect.¹

The subject site is within the Grass Valley area of the city addressed in Section 6.4.3 of the CAMAS 2035 plan. In the introductory paragraph of this section it notes that the "[l]and uses in Grass Valley include large technology and manufacturing campuses, surrounded by retail and commercial services and residential development." The proposal fits in with this statement and can be consistent with these policies listed in this section:

ED-3.2: Subarea planning should capitalize on existing facilities and infrastructure and include a mix of uses that are trail- and transit-oriented and designed with high-quality streetscape appeal [with frontage on NW Camas Meadows Drive, this can be achieved through site plan approval];

ED-3.3: Protect employment land from conversion to residential uses by requiring an analysis of adequate buildable land in Grass Valley to meet 20-year employment projections prior to land conversion approval [one possible use allowed in the Commercial zone is assisted living; the applicant plans to provide the analysis required by this policy to support that potential use].

D A statement of how the proposed amendment complies with and promotes the goals and specific requirements of the growth management act.

There are fourteen goals of GMA. Not all proposals can meet all fourteen goals, but the following would be furthered with implementation of this proposal:

Urban growth. Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner.

¹ For this criterion, the application must provide evidence to support the need for a change. The city's comprehensive plan, CAMAS 2035, includes goals and policies for Economic Development at Chapter 6 and Housing at Chapter 2. Some of the policies have not been codified. Staff encourages applicants to include within its conversion application a proposal to address some of the aspirational policies with specific and accountable measures.

City of Camas
January 30, 2020
Page 4

Reduce sprawl. Reduce the inappropriate conversion of undeveloped land into sprawling, low-density development.

Housing. Encourage the availability of affordable housing to all economic segments of the population of this state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock.

Property rights. Private property shall not be taken for public use without just compensation having been made. The property rights of landowners shall be protected from arbitrary and discriminatory actions.

This proposal is also consistent with the requirements of GMA, which allows cities to revisit comprehensive plan designations through an annual review process to evaluate whether a change is warranted due to a change in circumstances, new information, or to better further the city's adopted goals and policies.

E: A statement of what changes, if any, would be required in functional plans (i.e., the city's water, sewer, stormwater or shoreline plans) if the proposed amendment is adopted.

The applicant does not believe the proposal requires any changes to the infrastructure plans of the city. Infrastructure is in place to support the current designation and zone, as well as the uses contemplated in the expired DA, and no changes are necessary if the city implements this change.

According to the DA, the site is within the North Dwyer Creek subarea. Under the North Dwyer Creek Master Plan and implementing ordinances, the city identified vehicle trips generated for build-out of the site. It is not expected that build-out of the site under the new zone will require any more trips than those allowed for the uses permitted under the expired DA. Moreover, in section 4 of the amendment to the DA recorded on April 4, 2013, under Clark County Auditor's File No. 4957781, it is noted

City of Camas
January 30, 2020
Page 5

that all transportation improvements identified in the original DA were funded or had been constructed.

F: A statement of what capital improvements, if any, would be needed to support the proposed change which will affect the capital facilities plans of the city.

The applicant does not believe the capital facilities plan of the city requires updating to implement this change. The city's CFP has been adopted to be consistent with the current zone and the North Dwyer Creek Subarea Plan. The proposed zone is not expected to require additional infrastructure than what is currently planned for the parcels. The city also previously determined that adequate transportation infrastructure was in place to service the uses contemplated in the DA.

G: A statement of what other changes, if any, are required in other city or county codes, plans, or regulations to implement the proposed change.

The applicant does not believe that any other changes to codes, plans or regulations are necessary to implement this change.

In the pre-application notes, page 2, staff notes that ED-3.3 requires submittal of an employment analysis for conversion of employment lands to residential. As an initial note, this analysis is not listed as a completeness requirement. Second, the change to a Commercial designation and zone is not a change to a Residential designation and zone. Third, the applicant does intend to submit an analysis supporting its intended use, but will not have this analysis complete by January 31, 2020. We have confirmed with Sarah Fox that this analysis is not a completeness item. The applicant plans to submit an economic analysis to support its application in mid-February.

3. SEPA Checklist.
4. Mailing labels of properties within 300-feet of the subject site, as provided and certified by the Clark County Assessor's office.

City of Camas
January 30, 2020
Page 6

ZONING CHANGE

Narrative that describes the proposal and responds to each of the criteria at CMC Section 18.51.025 (2) (a-f).

a: The map amendment shall be consistent with the policies and provisions of the comprehensive plan including the comprehensive plan map.

In addition to the policies noted above, the proposal furthers the following policies of the City's comprehensive plan:

LU-2.1: Attract and encourage a balance of new commercial, light industrial, and knowledge-based business, medical, and high-tech uses, and the expansion of existing businesses to provide regional and local employment.

LU-2.2: Support village-style employment and retail development in the North Shore area to serve the growing population. Discourage strip developments.²

LU-2.7: Protect employment land from conversion to residential uses in order to ensure an adequate supply of commercial and industrial land to meet 20-year employment projections.

b: The amendment shall be compatible with the uses and zoning of the adjacent properties and surrounding areas.

The zoning of adjacent properties is LI/BP and MF-18. A site zoned for Community Commercial uses would complement these adjacent zones and provide services to the surrounding area. Community Commercial uses would be no more intense than uses in these adjacent zones.

The site can also meet the purpose of the Community Commercial zone in CMC 18.05.050.B:

² The site is west of Lacamas Lake adjacent to properties north of the lake.

City of Camas
January 30, 2020
Page 7

CC Community Commercial. This zone provides for the goods and services of longer-term consumption, and tend to be higher-priced items than the neighborhood commercial zone district. Typical goods include clothing, hardware and appliance sales. Some professional services are offered, e.g., real estate office or bank. Eating and drinking establishments may also be provided. This zone tends to vary in size, but is larger than the neighborhood commercial zone.

c: The amendment is warranted due to changed circumstances, error, or because of a demonstrated need for additional property in the proposed zoning district.

The changed circumstances is the expiration of the Development Agreement. The DA allowed more intense uses than that which would be allowed under the Community Commercial zone.

The site is also better suited for commercial uses because of its size and lack of similarly zoned sites in the general vicinity of the site.

Finally an economic analysis will be provided to address the need for uses allowed in the Community Commercial zone.

d: The subject property is suitable for development in conformance with zoning standards under the proposed zoning district.

The site can be fully developed consistent with the Community Commercial zoning district.

e: Adequate public facilities and services are likely to be available to serve the development allowed by the proposed zone.

Water, sewer, transportation and utility infrastructure is available to serve the site.

f: Specific information about the intended use and development of the property.

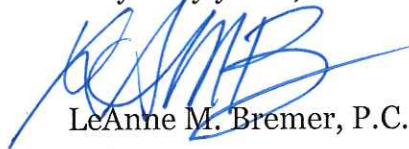
City of Camas
January 30, 2020
Page 8

The applicant is currently considering exploring whether there is a need for a commercial assisted living facility in this area of the city and will submit an analysis addressing this need to support this proposed use. We note that the city already made a legislative determination that this use is an appropriate, permitted use in the Community Commercial zone. Table 18.07.030 CMC.

Other uses allowed in the Community Commercial zone could also be provided.

Finally, although not required, we are submitting a GIS packet (Tab 5) with mapping for assistance as you review this application. We reserve the right to submit supplemental information as the application is reviewed by staff, the Planning Commission and City Council. Thank you.

Very truly yours,



LeAnne M. Bremer, P.C.

Enclosures

cc: Jami Stevenson

DEVELOPER'S PACKET

Produced By:

Clark County Geographic Information System (GIS)



For:

iCap Equity

Subject Property Account Number(s):

986035734

172963000

172973000

175980000

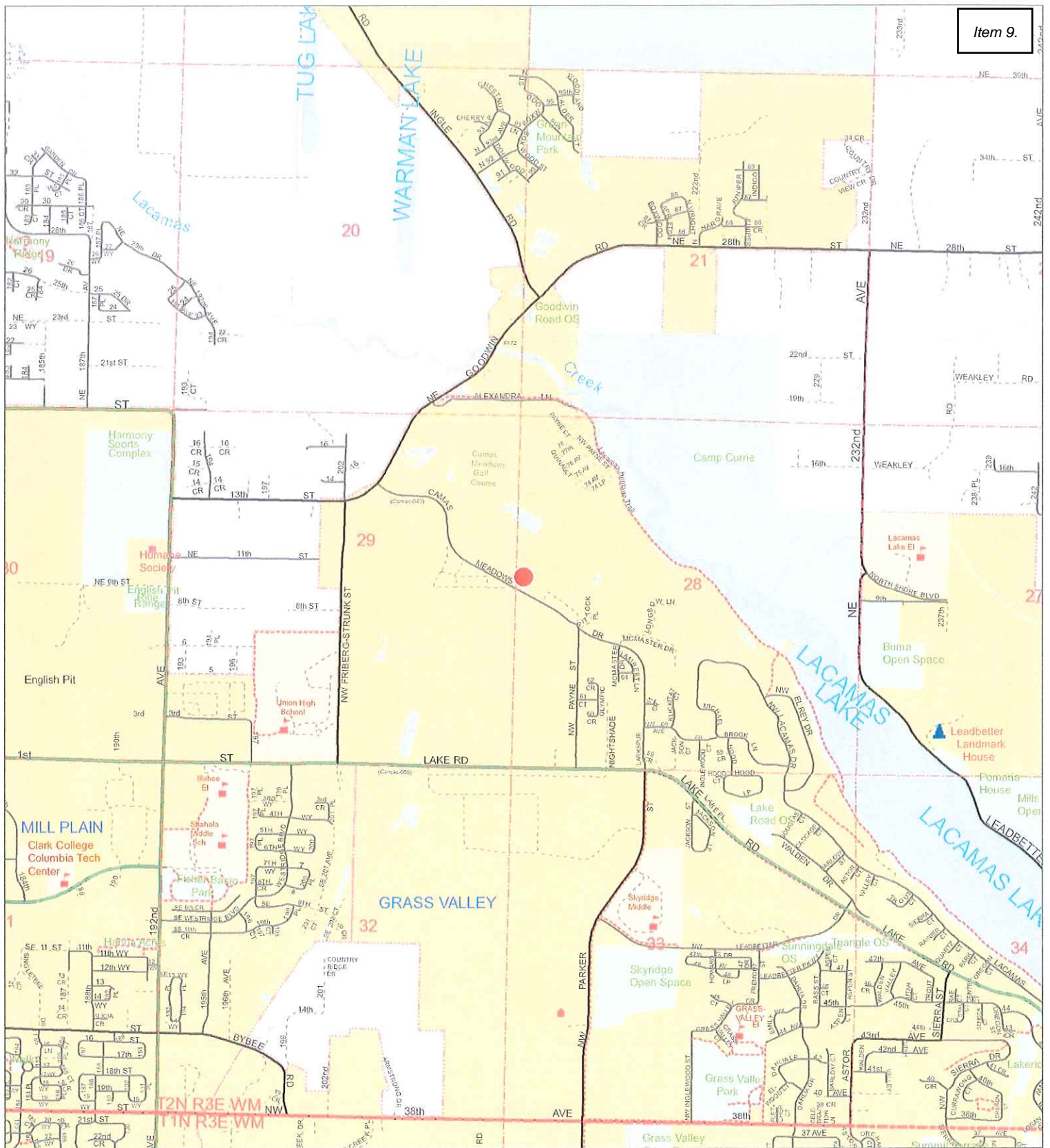
PDF # 240373

Printed: January 23, 2020

Expires: ~~January 22, 2021~~ Attachment C, Page 12

Table of Contents


General Location	1
Property Information Fact Sheet	2
Elevation Contours	3
2018 Aerial Photography	4
2018 Aerial Photography with Elevation Contours	5
Zoning Designations	6
Comprehensive Plan Designations	7
Arterials, C-Tran Bus Routes, Parks & Trails	8
Water, Sewer, and Storm Systems	9
Water Systems	10
Hydrant Fire Flow Details	11
Soil Types	12
Environmental Constraints I	13
Environmental Constraints II	14
Adjacent Development	15
Quarter Section Parcels	16



General Location

Printed on: January 23, 2020

Account: 986035734, 172963000, 172973000, 175980000
 Owner: LOFTS AT CAMAS MEADOWS PHASE II LLC
 Address: 2300 E 3RD LOOP
 C/S/Z: VANCOUVER, WA 98660

 Location of Subject Property(s)



Geographic Information System

0 1,000 2,000 Feet

Information shown on this map was collected from several sources. Clark County accepts no responsibility for any inaccuracies that may be present.

Property Information Fact Sheet

Item 9.

Mailing Information:

Account No.: 986035734, 172963000, 172973000, 175980000
Owner: LOFTS AT CAMAS MEADOWS PHASE II LLC
Address: 2300 E 3RD LOOP
C/S/Z: VANCOUVER, WA 98660

Assessed Parcel Size: 4.0 Ac
Property Type: Multiple Property Types

PARCEL LOCATION FINDINGS:

Quarter Section(s): NW 1/4,S28,T2N,R3E,
SW 1/4,S28,T2N,R3E,
NE 1/4,S29,T2N,R3E

Municipal Jurisdiction: Camas

Urban Growth Area: Camas

Zoning: LI/BP

Zoning Overlay: No Mapping Indicators

Comprehensive Plan Designation: IND

Columbia River Gorge NSA: No Mapping Indicators

Late-Comer Area: No Mapping Indicators

Trans. Impact Fee Area: Camas: Current,
Camas UGA: End Date Dec. 31, 2016

Park Impact Fee District: No Mapping Indicators

Neighborhood Association: No Mapping Indicators

School District: Evergreen, Camas

Elementary School: Illahee, Lacamas Lake

Junior High School: Shahala, Liberty

Senior High School: Union, Camas

Fire District: Camas Washougal FD

Sewer District: Camas

Water District: Camas

Wildfire Danger Area: No Mapping Indicators

ENVIRONMENTAL CONSTRAINTS:

Soil Type(s): HcB, 17.8% of parcel

HcD, 7.1%

PoB, 4.9%

PoD, 70.2%

Hydric Soils: Non-Hydric, 100.0% of parcel

Flood Zone Designation: Outside Flood Area

CARA: Category 2 Recharge Areas

Forest Moratorium Area: No Mapping Indicators

Liquefaction Susceptibility: Very Low

NEHRP: C

Slope: 10 - 15 percent, 35.2% of parcel

5 - 10 percent, 64.8%

Landslide Hazards: No Mapping Indicators

Slope Stability: No Mapping Indicators

Habitat and Species Resources:

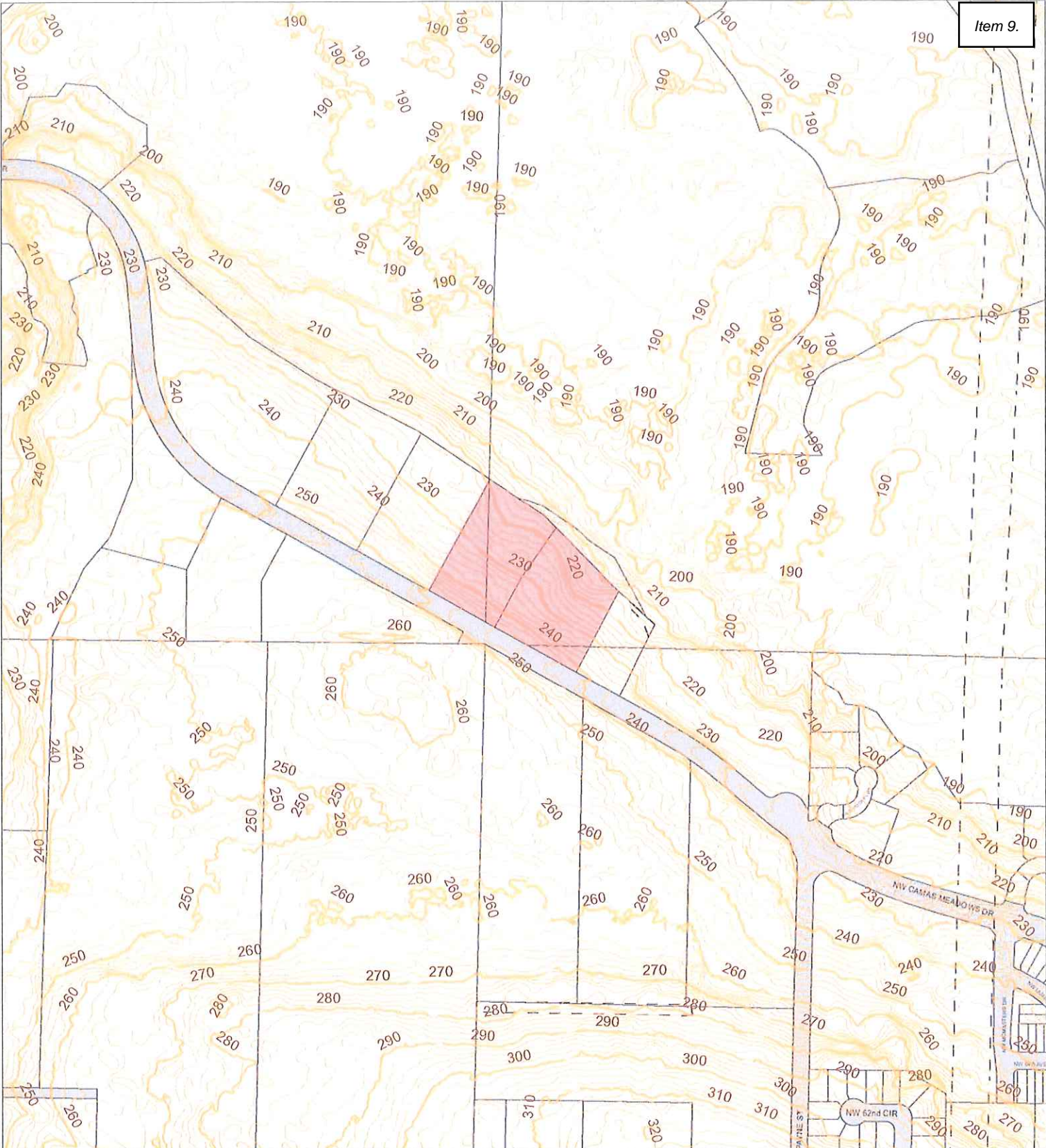
Habitat and Species Impacts: No Mapping Indicators

Cultural Resources:

Archeological Predictive: High, 12.6% of parcel
Moderate-High, 87.4%

Archeological Site Buffers: Mapping Indicators Found

Historic Sites: No Mapping Indicators



CLARK COUNTY, WASHINGTON

Geographic Information System

0 200 400 Feet

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Elevation Contours

Account: 986035734, 172963000, 172973000, 175980000
 Owner: LOFTS AT CAMAS MEADOWS PHASE II LLC
 Address: 2300 E 3RD LOOP
 C/S/Z: VANCOUVER, WA 98660

- Subject Property(s)
- Public Road
- Transportation or Major Utility Easement
- 10' Elevation Contours
- 5' Elevation Contours

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23120	23121	23122
23129	23126	23127
23132	23133	23134



Geographic Information System
0 200 400 Feet

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2018 Aerial Photography

Account: 986035734, 172963000, 172973000, 175980000
Owner: LOFTS AT CAMAS MEADOWS PHASE II LLC
Address: 2300 E 3RD LOOP
C/S/Z: VANCOUVER, WA 98660

 Subject Property(s)

Printed on: January 23, 2020

23120	23121	23122
23123	23126	23127
23132	23133	23134



Geographic Information System
 0 100 200 Feet

2018 Aerial Photography with Elevation Contours

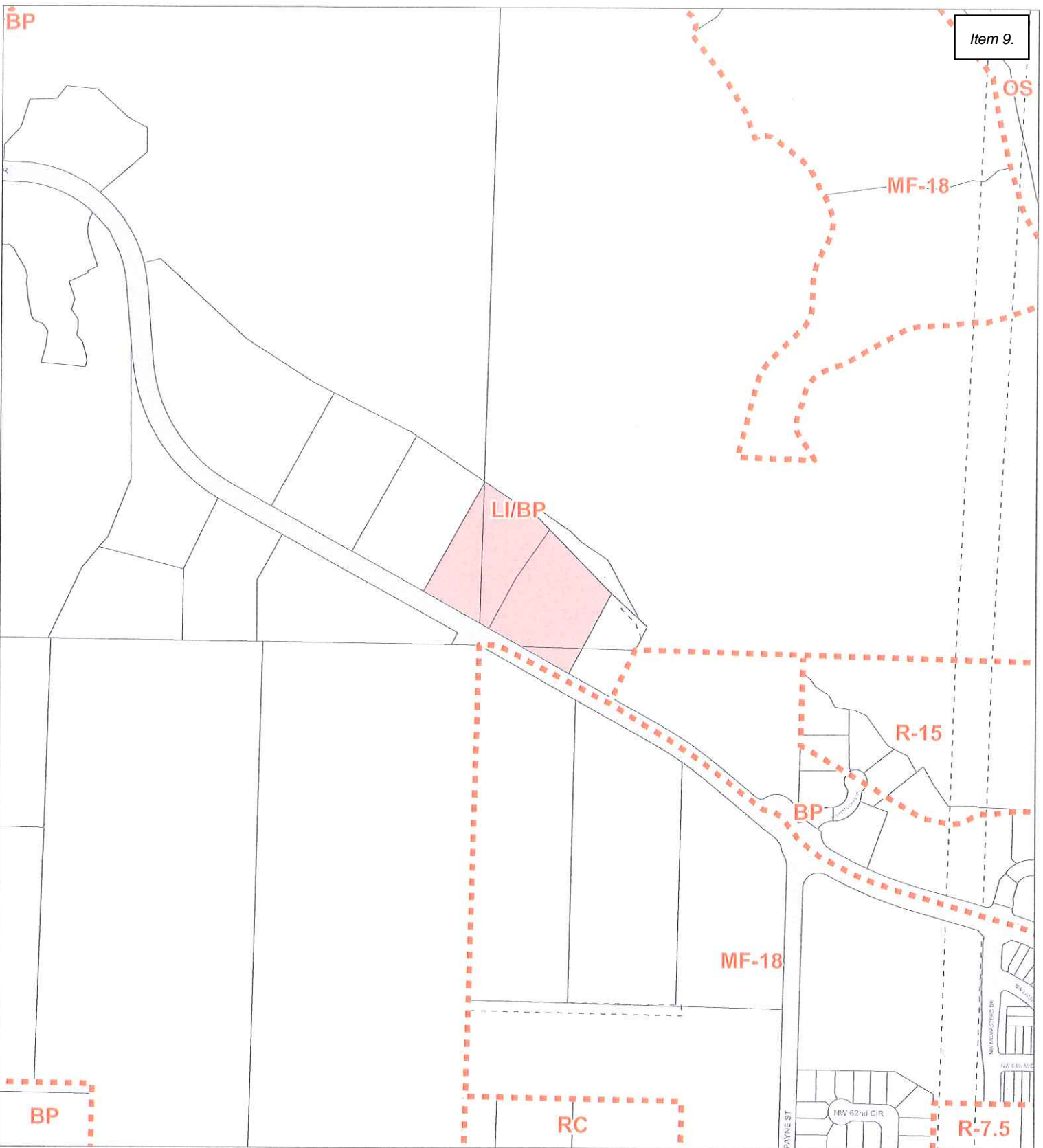
Account: 986035734, 172963000, 172973000, 175980000
 Owner: LOFTS AT CAMAS MEADOWS PHASE II LLC
 Address: 2300 E 3RD LOOP
 C/SIZ: VANCOUVER, WA 98660

Subject Property(s)
 2' Elevation Contours

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23120	23121	23122
23129	23128	23127
23132	23133	23134

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Zoning Designations

Account: 986035734, 172963000, 172973000, 175980000
 Owner: LOFTS AT CAMAS MEADOWS PHASE II LLC
 Address: 2300 E 3RD LOOP
 C/S/Z: VANCOUVER, WA 98660

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Geographic Information System

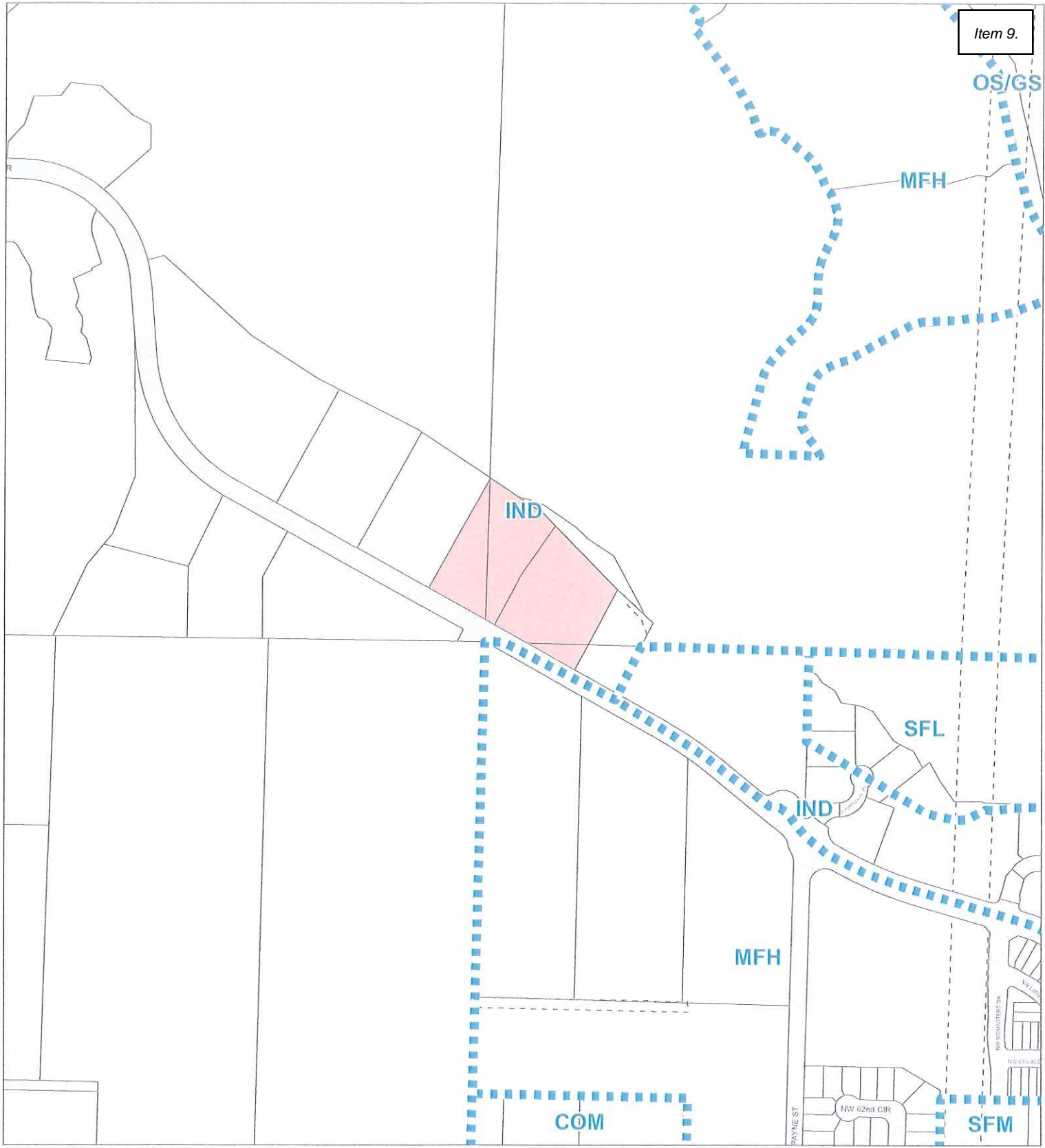


Information shown on this map was collected from several sources. Clark County accepts no responsibility for any inaccuracies that may be present.

- Subject Property(s)
- Public Road
- Transportation or Major Utility Easement
- Zoning Boundary
- Urban Holding - 10 (UH-10)
- Urban Holding - 20 (UH-20)
- Urban Holding - 40 (UH-40)
- Surface Mining Overlay District

23120	23121	23122
23120	23120	23127
23152	23193	23194

Item 9.



Geographic Information System
 0 200 400 Feet

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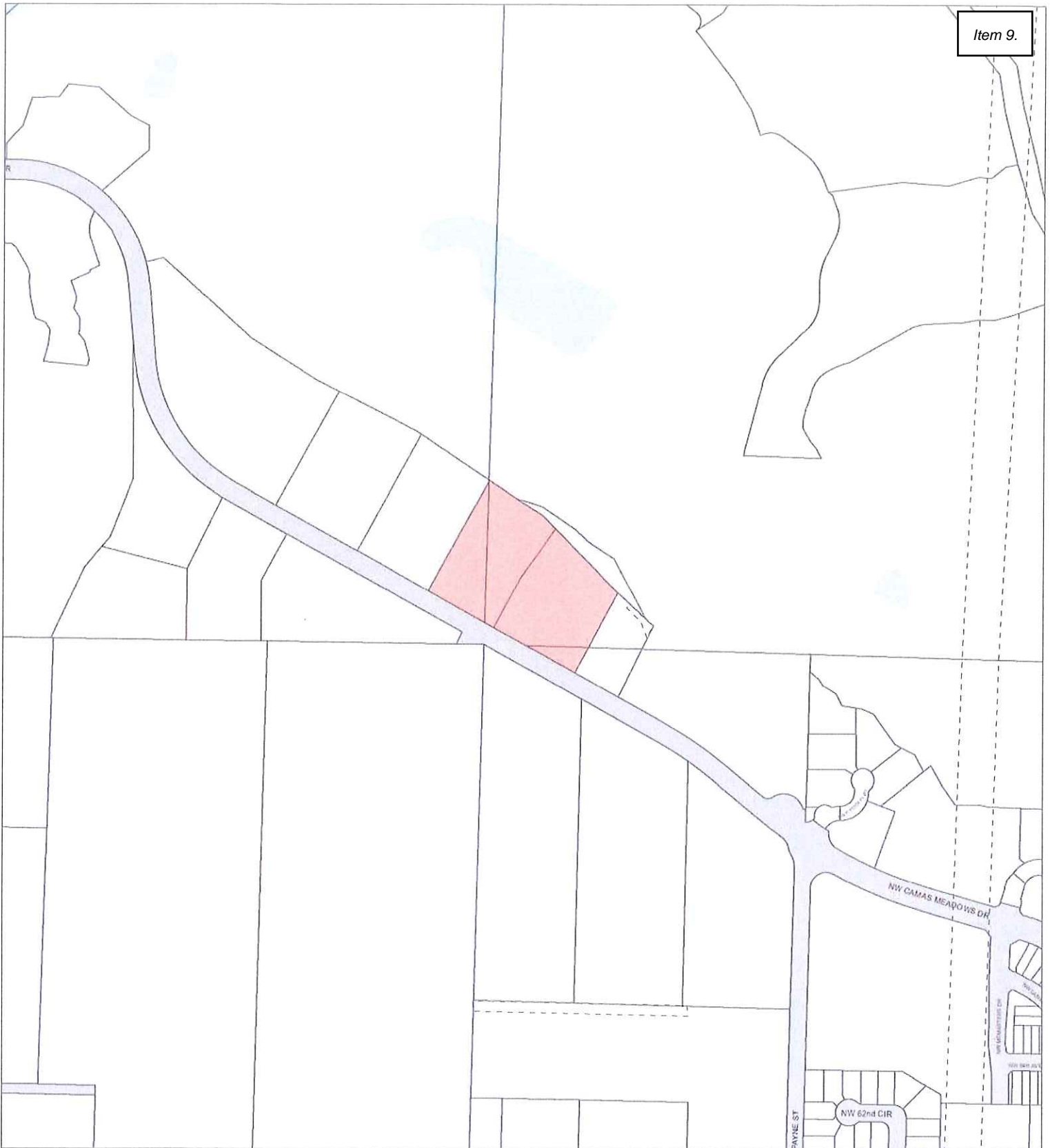
Comprehensive Plan Designations

Account: 986035734, 172963000, 172973000, 175980000
 Owner: LOFTS AT CAMAS MEADOWS PHASE II LLC
 Address: 2300 E 3RD LOOP
 C/S/Z: VANCOUVER, WA 98660

- Subject Property(s)
- Public Road
- Transportation or Major Utility Easement
- Comprehensive Plan Boundary
- Urban Reserve
- Industrial Reserve
- Railroad Industrial Reserve
- Mining
- Rural Center Mixed Use
- Columbia River Gorge Scenic Area

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23120	23121	23122
23120		23127
23132	23133	23134



Arterials, C-Tran Bus Routes, Parks & Trails

Account: 986035734, 172963000, 172973000, 175980000
 Owner: LOFTS AT CAMAS MEADOWS PHASE II LLC
 Address: 2300 E 3RD LOOP
 C/S/Z: VANCOUVER, WA 98660

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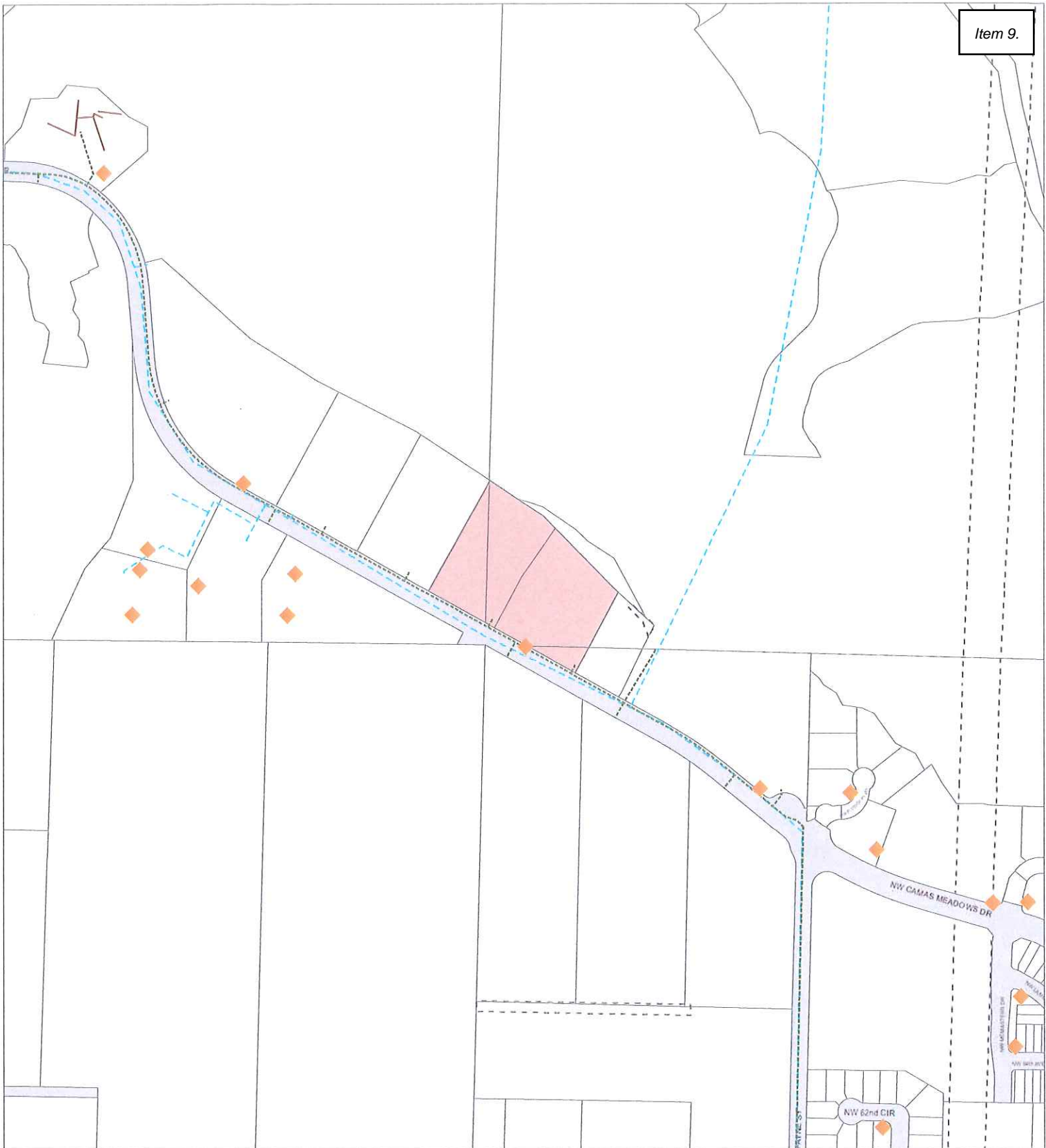


0 200 400 Feet

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- Subject Property(s)
- Public Road
- Transportation or Major Utility Easement
- Parks
- Trail
- C-Tran Route
- Principal Arterial
- Minor Arterial
- Collector
- Rural Major Collector
- Rural Minor Collector
- State Route
- Other
- Proposed Arterial
- Scenic Highway

23120	23121	23122
23120	23120	23127
23132	23133	23134



Geographic Information System
 0 200 400 Feet

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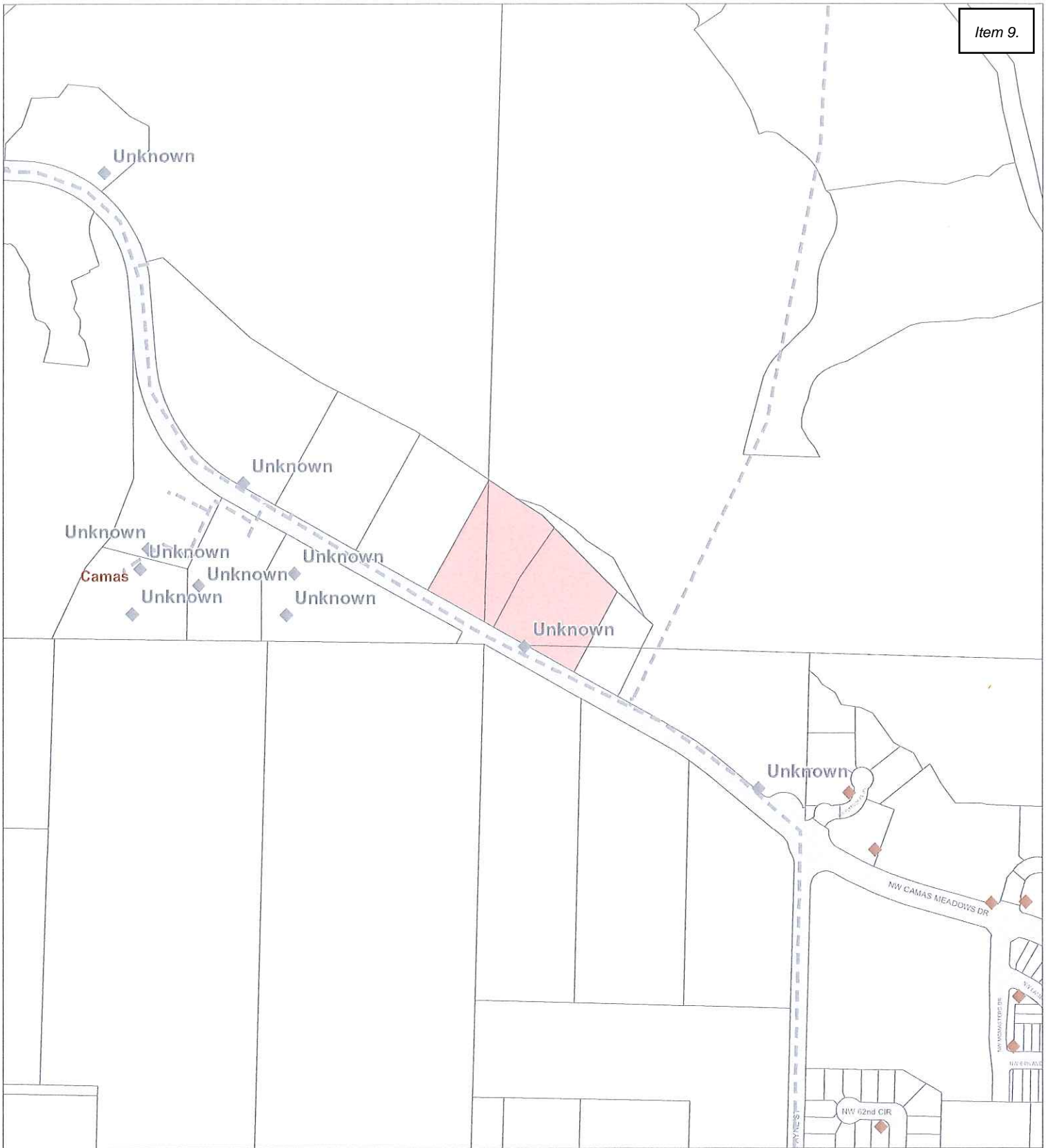
Water, Sewer, and Storm Systems

Account: 986035734, 172963000, 172973000, 175980000
 Owner: LOFTS AT CAMAS MEADOWS PHASE II LLC
 Address: 2300 E 3RD LOOP
 C/S/Z: VANCOUVER, WA 98660

- Subject Property(s)
- Public Road
- Transportation or Major Utility Easement
- Water Lines
- Sewer Lines
- Storm Water Lines
- 1-year Wellhead ZOC
- 5-year Wellhead ZOC
- 10-year Wellhead ZOC
- Hydrants

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23120	23121	23122
23125	23126	23127
23132	23133	23134



Water Systems

Account: 986035734, 172963000, 172973000, 175980000
 Owner: LOFTS AT CAMAS MEADOWS PHASE II LLC
 Address: 2300 E 3RD LOOP
 C/S/Z: VANCOUVER, WA 98660

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CLARK COUNTY, WASHINGTON
 Geographic Information System
 0 200 400 Feet

- Subject Property(s)
- Public Road
- Water District Boundary
- Unknown Size Water Line
- < 10" Water Line
- 10-20" Water Line
- > 20" Water Line
- No Flow Data Hydrant
- 0 - 499 GPM at 20 PSI
- 500 - 999 GPM at 20 PSI
- > 1000 - 1749 GPM at 20 PSI
- > 1750 GPM at 20 PSI
- Hydrant > 500' from parcel(s)

23120	23121	23122
23120	23128	23127
23132	23133	23134

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Hydrant Fire Flow Details

Item 9.

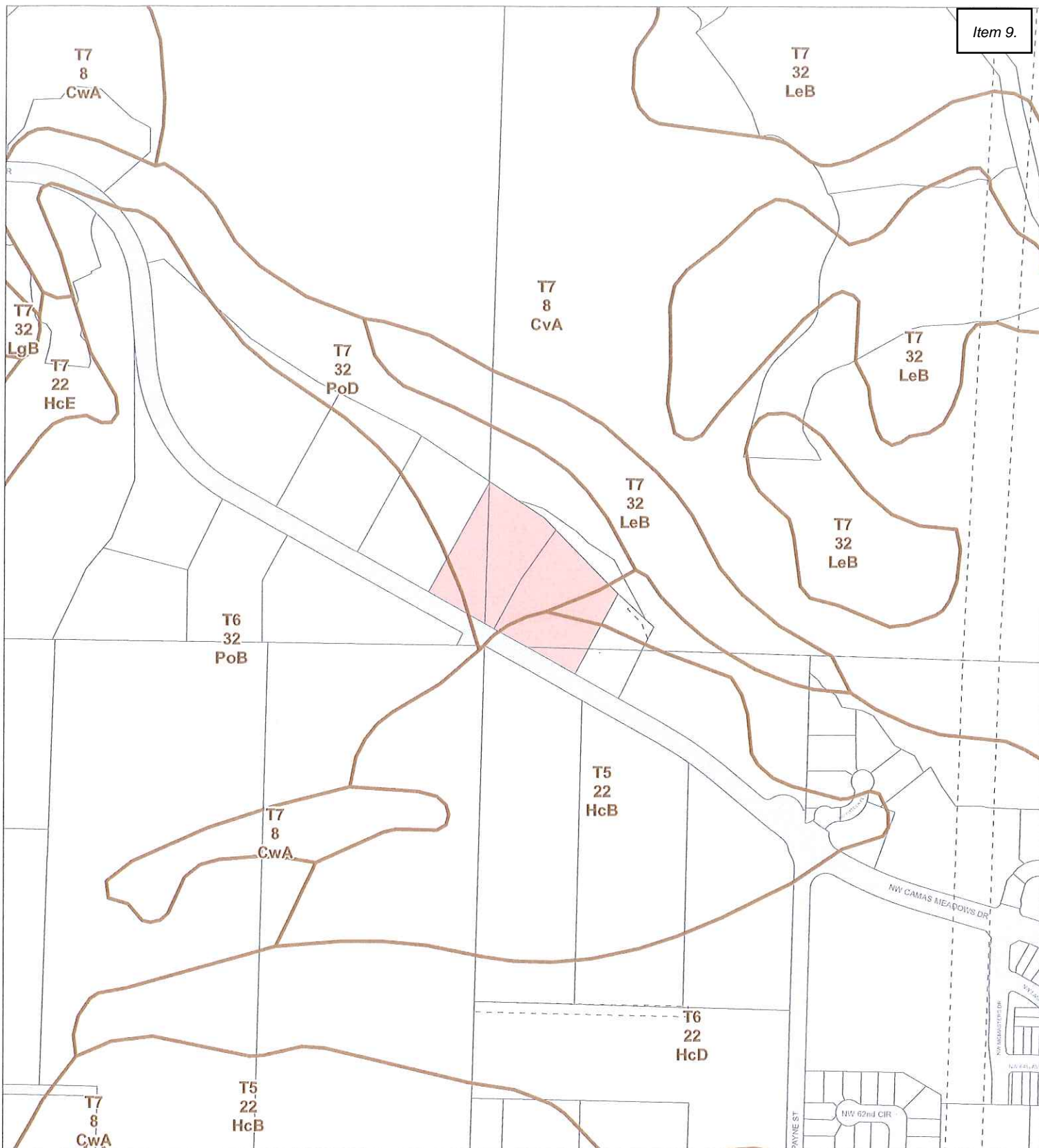
Account No.: 986035734, 172963000, 172973000, 175980000
Owner: LOFTS AT CAMAS MEADOWS PHASE II LLC
Address: 2300 E 3RD LOOP
C/S/Z: VANCOUVER, WA 98660

Water District(s)	Hydrant Data Update	Project Site Provider
-------------------	---------------------	-----------------------

Camas (There is currently no hydrant data for this district.)

HYDRANT INFORMATION:

Hydrant ID	Hydrant Owner	Main Diameter	Flow at 20 PSI	Test Date	Distance to site
Unknown	Unknown	0.0"	No Data	None	5 ft
Unknown	Unknown	0.0"	No Data	None	408 ft
Unknown	Unknown	0.0"	No Data	None	436 ft



Soil Types

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Account: 986035734, 172963000, 172973000, 175980000
 Owner: LOFTS AT CAMAS MEADOWS PHASE II LLC
 Address: 2300 E 3RD LOOP
 C/S/Z: VANCOUVER, WA 98660

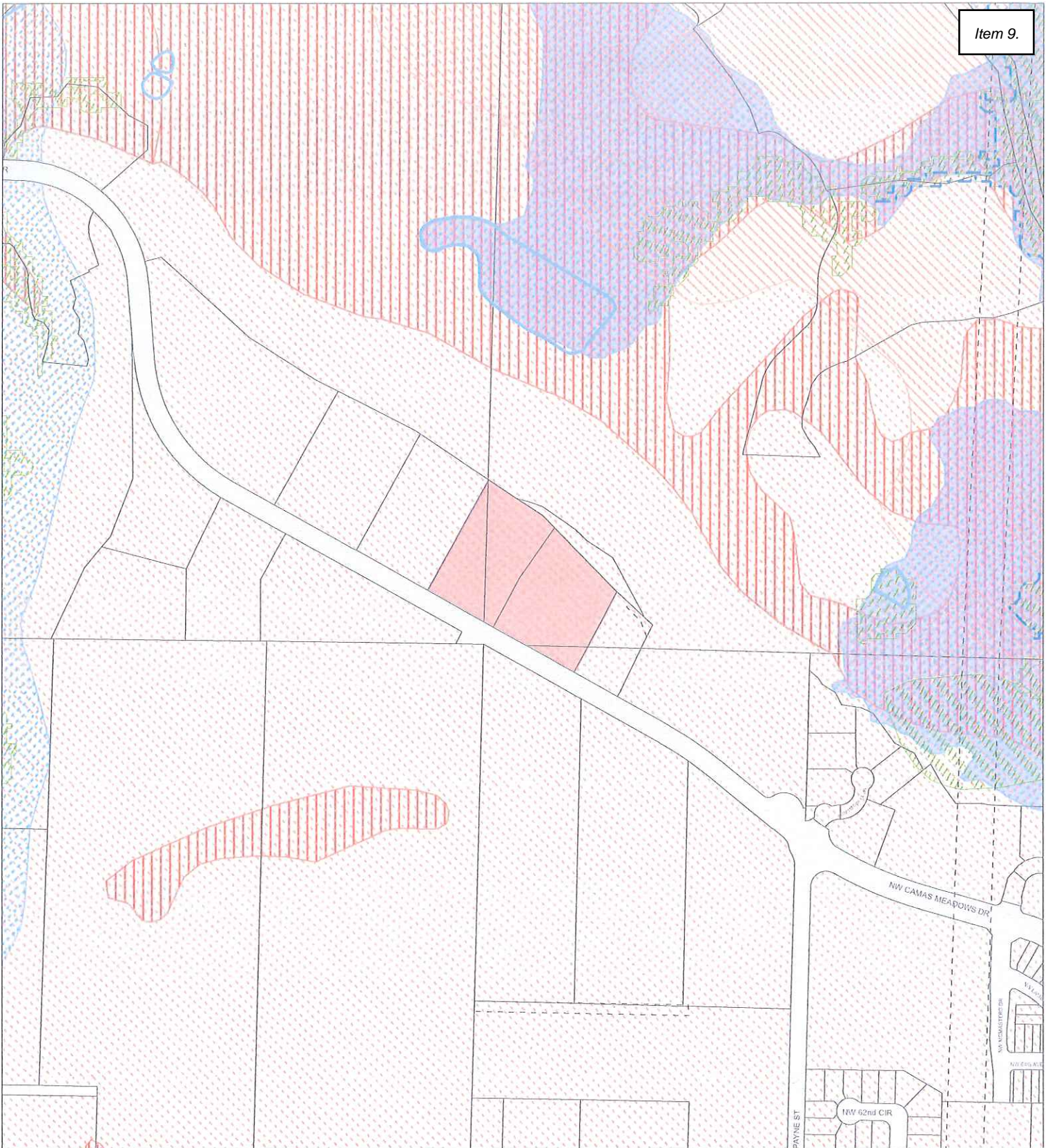
- Subject Property(s)
- Public Road
- Transportation or Major Utility Easement
- Soil Type Boundary

23120	23121	23122
23120	23128	23127
23127	23123	23124



Geographic Information System
 0 200 400 Feet

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Geographic Information System
 0 200 400 Feet

Information shown on this map was collected from several sources. Clark County accepts no responsibility for any inaccuracies that may be present.

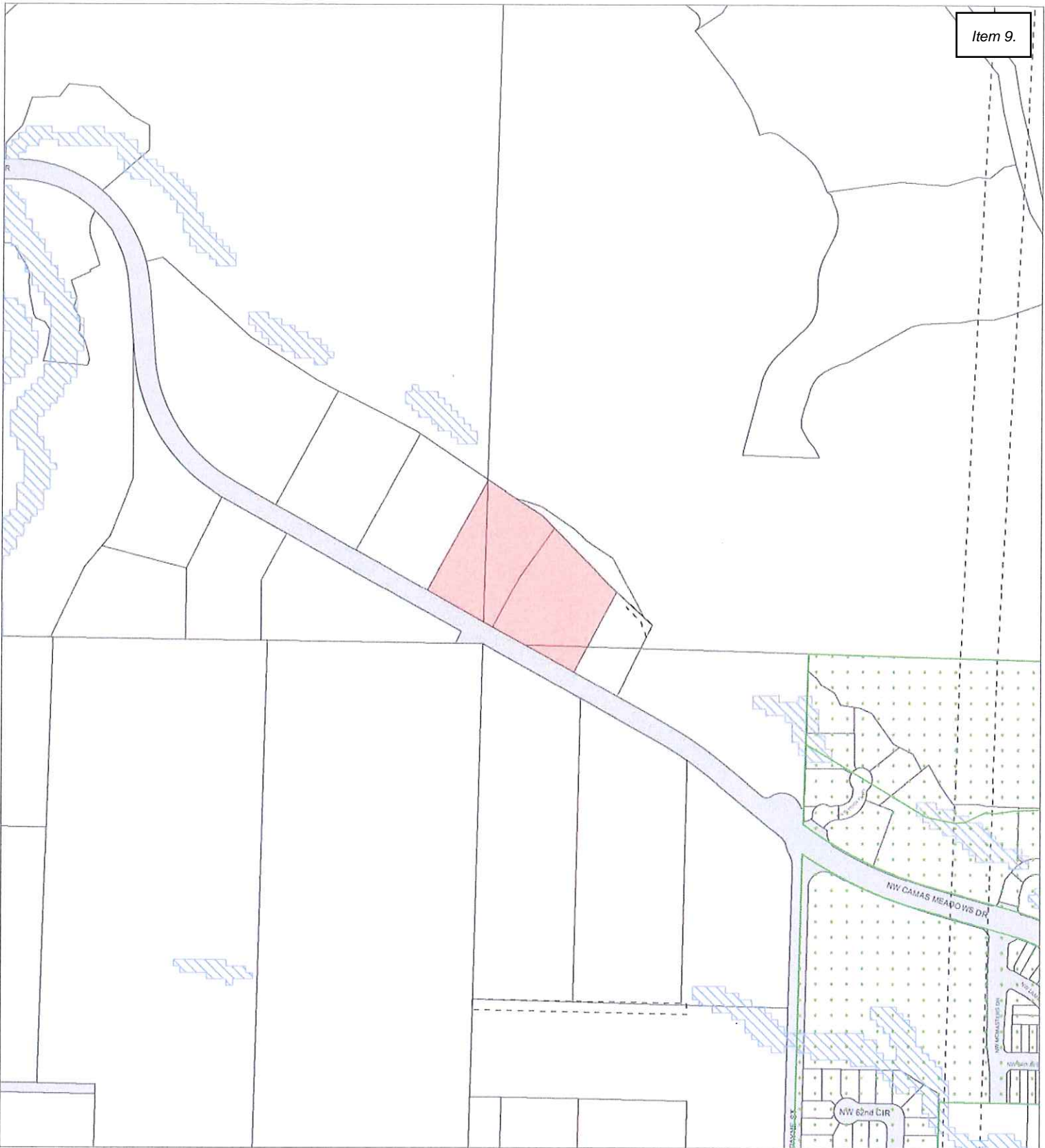
Environmental Constraints I

Account: 986035734, 172963000, 172973000, 175980000
 Owner: LOFTS AT CAMAS MEADOWS PHASE II LLC
 Address: 2300 E 3RD LOOP
 C/S/Z: VANCOUVER, WA 98660

- Subject Property(s)
- Public Road
- Transportation or Major Utility Easement
- Hydric Soils
- Wetland Inventory
- CARA Category 1
- Riparian Habitat or Species Area
- Non-Riparian Habitat or Species Area
- 100 year Floodplains
- Floodway
- Shorelines

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23120	23121	23122
23126	23128	23127
23132	23133	23134



Environmental Constraints II

Account: 986035734, 172963000, 172973000, 175980000
 Owner: LOFTS AT CAMAS MEADOWS PHASE II LLC
 Address: 2300 E 3RD LOOP
 C/S/Z: VANCOUVER, WA 98660

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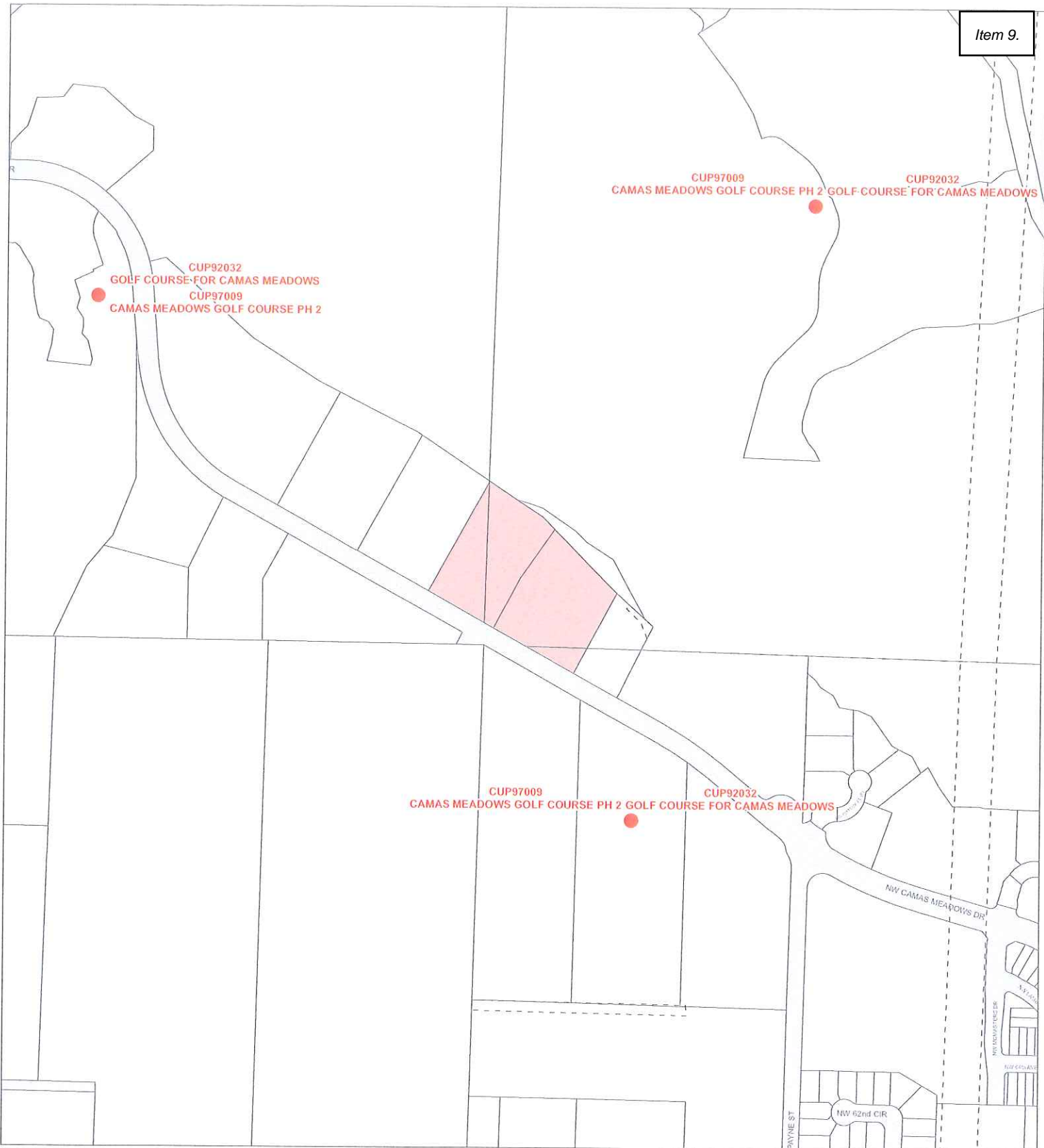
- Subject Property(s)
- Severe Erosion Hazard Area
- Public Road
- Forest Moratorium Area
- Transportation or Major Utility Easement
- Slopes > 15%
- CCHR Historic Site
- Potentially Unstable Slope
- NRHP Historic Site
- Historic or Active Landslide
- INV Historic Site

23120	23121	23122
23120	23120	23127
23132	23133	23134

Geographic Information System

0 200 400 Feet

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Adjacent Development

Account: 986035734, 172963000, 172973000, 175980000
 Owner: LOFTS AT CAMAS MEADOWS PHASE II LLC
 Address: 2300 E 3RD LOOP
 C/S/Z: VANCOUVER, WA 98660

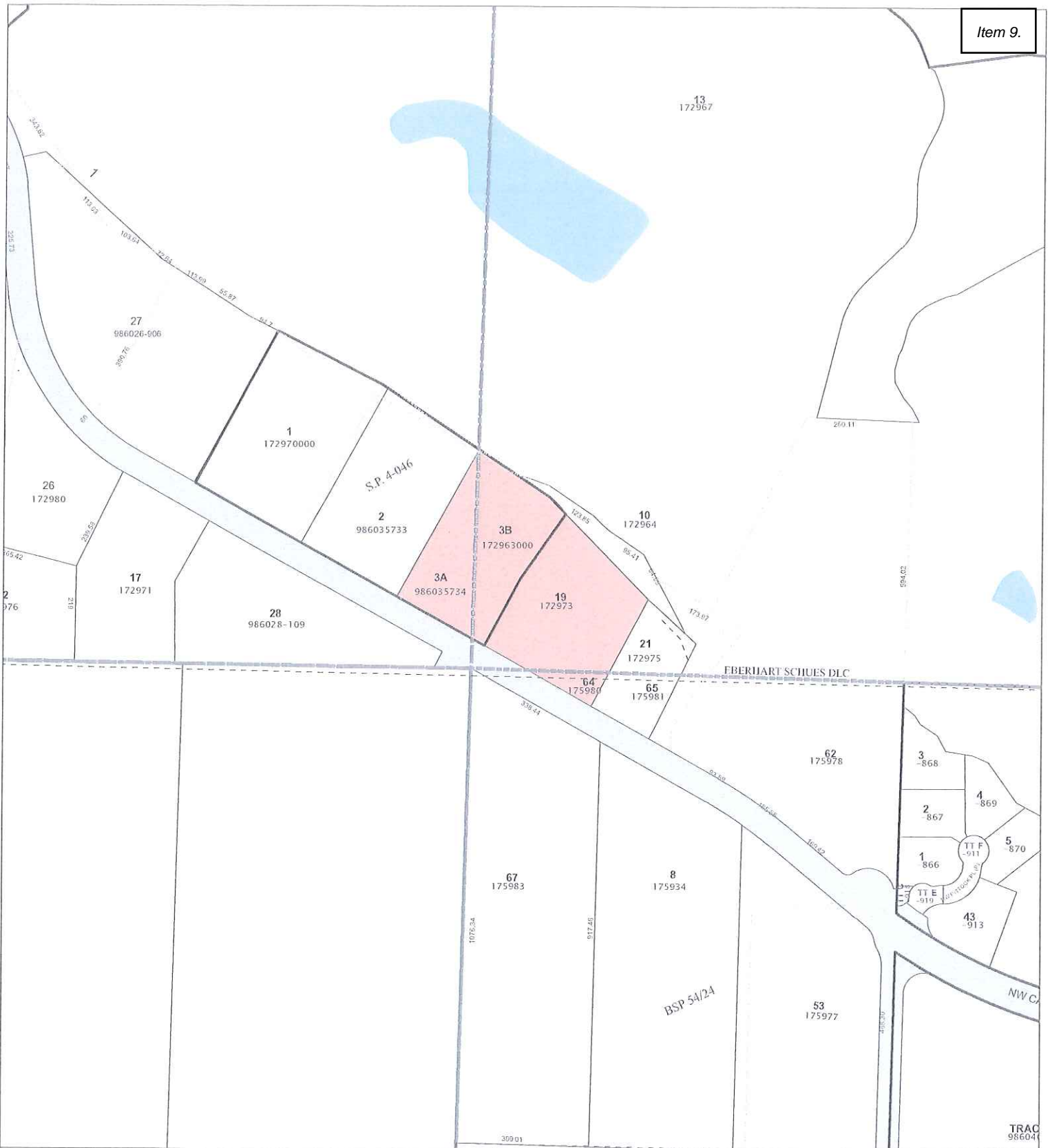
Printed on January 23, 2020



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- Subject Property(s)
- Public Road
- Transportation or Major Utility Easement
- Adjacent Development

23120	23121	23122
23129	23128	23127
23132	23133	23134



Geographic Information System
 0 150 300 Feet

Information shown on this map was collected from several sources. Clark County accepts no responsibility for any inaccuracies that may be present.

Quarter Section Parcels

Account: 986035734, 172963000, 172973000, 175980000
 Owner: LOFTS AT CAMAS MEADOWS PHASE II LLC
 Address: 2300 E 3RD LOOP
 C/S/Z: VANCOUVER, WA 98660

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- Subdivision Lines
- Donation Land Claim
- Section Quarters
- City Boundaries
- Subject Property(s)
- Road Right of Way - Actual Road May not Exist
- Transportation or Major Utility Easement

23120	23121	23122
23120	23126	23127
23132	23133	23134



**LAND NEED ANALYSIS
FOR MIXED USE DEVELOPMENT
ON A SITE IN CAMAS, WASHINGTON**

JOHNSON ECONOMICS, LLC
621 SW Alder St, Suite 605
Portland, Oregon 97205

**PREPARED FOR:
ICAP EQUITY
APRIL 2020**



TABLE OF CONTENTS

- I. INTRODUCTION 1**
- II. SITE ANALYSIS 3**
 - The Subject Site 3
 - Proposed Alternative Uses 3
 - Site Suitability for Alternative Uses 4
- III. LAND CAPACITY VS. DEMAND (CAMAS 2035) 6**
 - Camas 2035 Findings 6
 - Grass Valley Economic Development Area 8
- IV. RESIDENTIAL DEMAND ANALYSIS 11**
 - Historical Growth 11
 - Demand Growth (2020 - 2025) 12
- V. CONCLUSIONS 15**



I. INTRODUCTION

JOHNSON ECONOMICS was retained by ICAP EQUITY to evaluate the feasibility of a mixed-use residential and commercial development on a site in northwest Camas, Washington. The site in question is currently zoned Light Industrial/Business Park (LI/BP). This report assesses the appropriateness of rezoning the land from the industrial designation to a designation that would allow for the mixed-use development. This analysis compares the suitability of the site for the two alternative uses (business park vs. mixed use) based on market and planning criteria.

JOHNSON ECONOMICS aims to inform this decision by taking the following steps:

- Review the City of Camas’ current relevant planning documents and evaluate, update, and/or modify forecasts and capacity estimates based on current information;
- Discuss the relative suitability of the site for either an Industrial Business Park or Mixed Use.
- Discuss most current projections for employment land needs and land inventory based on estimates from the Camas 2035 Comp Plan and Clark County VBLM and Buildable Lands Report.
- Estimate market demand for residential and commercial uses.
- Reconcile the above to determine the “need” and suitability for additional LI/BP vs. mixed-use commercial land capacity at the subject site.

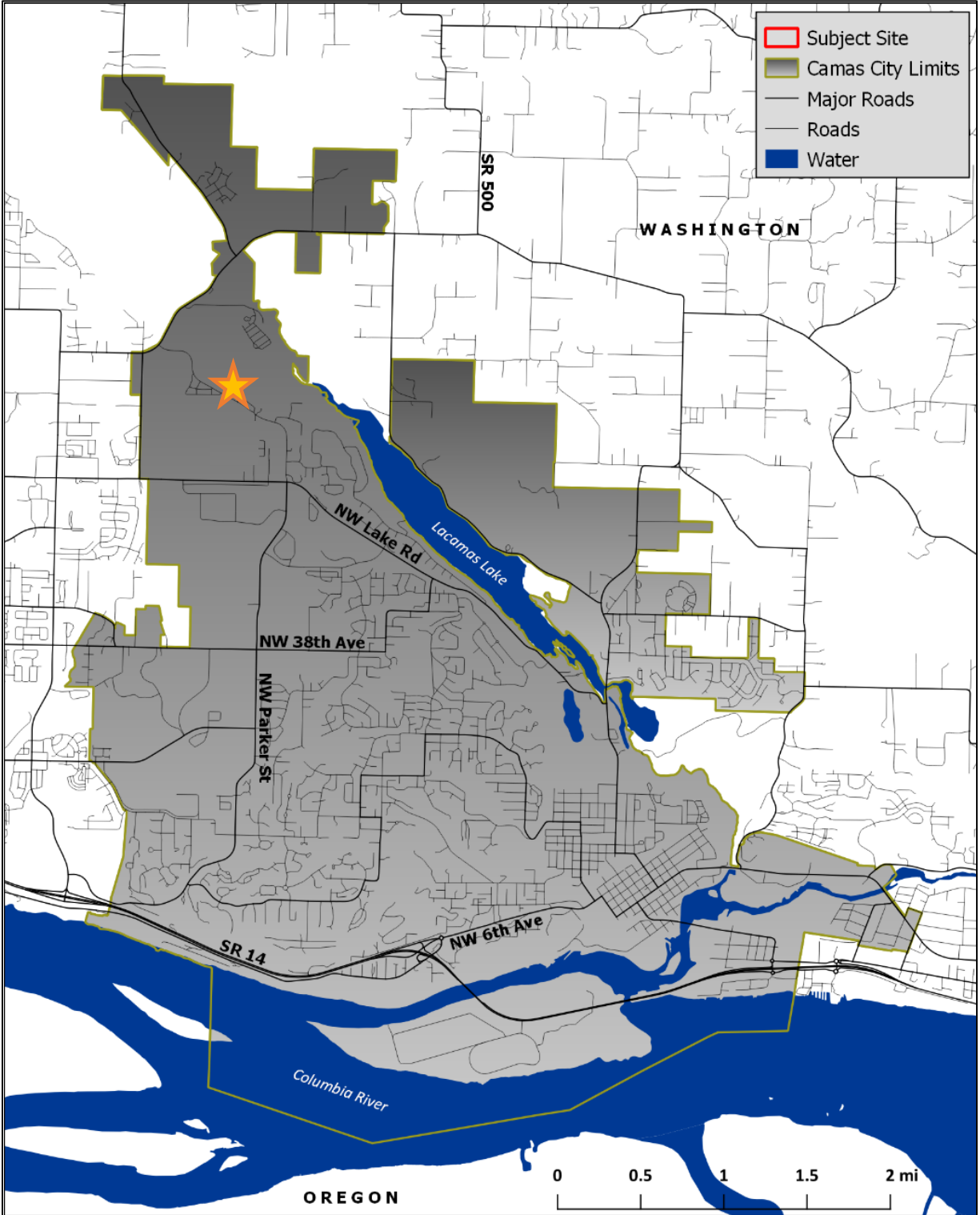
FIGURE 1.1: SITE CONTEXT



SOURCE: Bing Maps, Johnson Economics



FIGURE 1.2: SUBJECT LOCATION



Source: Johnson Economics, Clark County, US Census Bureau TIGER, Metro RLIS



II. SITE ANALYSIS

THE SUBJECT SITE

The subject site is a roughly rectangular-shaped parcel, consisting of four taxlots. In total, the parcel amounts to four acres in size. The site is currently forested and located on Camas Meadows Drive in Northwest Camas. The site features a downwards slope from the south (Camas Meadows Drive) to the north (golf course fairway). Access will be from Camas Meadows Drive, a three-lane arterial street.

Broadly speaking, the site is located near the boundary of a large area planned for light industrial or business park employment uses (to the west) and a large area planned for residential and commercial uses (to the south and east).

The site and much of the surrounding area is zoned LI/BP. However, there is multi-family zoning (MR-18) located directly to the south. There is business park zoning directly to the east, but this area is now under development as the Village at Camas Meadows, which includes multi-family and single-family residential. Therefore the site sits right at the boundary of residential and employment neighborhoods.

Surrounding Uses: The site is bordered directly to the east and north by the Camas Meadows Golf Club and to the south by the driving range. There is an existing business park development located to the south and west across Camas Meadows Drive. There are new multi-family and single-family residential subdivisions under development less than 0.25 miles southeast of the site.

There is also substantial remaining vacant land in the immediate area, mostly in the area zoned LI/BP to the west and south, but also in the MR-18 zone directly to the south.

Services: The subject site lies roughly 1.5 miles by road to the nearest concentration of shopping and commercial services on NE 192nd Avenue. Commercial tenants in the area include Costco, Walmart, JC Penny, PetSmart, Home Depot, and Lowe's, as well as a number of smaller stores, restaurants, and service providers. The site also offers good access to recreational amenities, like the Camas Meadows Golf Club, Lacamas Lake, Lacamas Heritage Trail, and Harmony Sports Complex.

There is land zoned for commercial use along Lake Road to the south, and in the Green Mountain Village area to the north, which will be somewhat closer if in eventually develops with commercial uses. The site is over 4 miles from Downtown Camas via Lake Road and Everett Street.

PROPOSED ALTERNATIVE USES

There is a proposal for change in Comp Plan designation for the subject site, from LI/BP to a commercial designation that permits mixed use. As noted, the site sits at the boundary of employment and residential neighborhoods.

The purpose of the Light Industrial/Business Park (LI/BP) zone according to the Camas Municipal Code is:

The Light Industrial/Business Park (LI/BP) district is intended to provide for employment growth in the city by protecting industrial areas for future light industrial development. Design of light industrial facilities in this district will be "campus-style," with ample landscaping, effective buffers, and architectural features compatible with, and not offensive to, surrounding uses. Commercial development in the LI/BP district is limited to those uses necessary to primarily serve the needs of the surrounding industrial area, and is restricted in size to discourage conversion of developable industrial land to commercial uses. (Chapter 18.21.010)



The mix of uses alternatively proposed at the site are likely to include multi-family residential uses and small-format commercial uses, such as convenience retail, small dining or small office uses. The commercial zones which would allow for some residential uses as part of a development are the Mixed Use Zone (MX), Community Commercial (CC), Downtown Commercial (DC) and Regional Commercial (RC). The CC, DC and RC zones placed conditions on mixed uses that are likely to make them inappropriate for the subject site. The MX zone allows mixed uses as a conditional use and provides for more flexibility in how they might be configured.

MX Mixed Use. This zone provides for a wide range of commercial and residential uses. Compact development is encouraged that is supportive of transit and pedestrian travel. (Chapter 18.21.050)

SITE SUITABILITY FOR ALTERNATIVE USES

The following is a general discussion of the suitability for the site for the alternative uses based on market considerations, physical configuration, and access. While the site may be technically suitable for an industrial or business park use, there are multiple reasons that it is likely more suitable for a mix of commercial and residential uses.

Light Industrial/Business Park

The site would generally be physically suitable for light industrial or business park development, as evidenced by the existing business park developments along Camas Meadows Drive, but due to some site limitations and location factors is not as well suited for this use as the alternative. At four acres, it is of sufficient size to hold one or more office, industrial or “flex space” type developments.

- **Compatibility:** Some industrial and flex-space users may not be compatible with the existing golf course use to the north edge of the site. These may include businesses that create negative externalities such as noise, smoke or other fumes, excessive industrial yard machinery or storage, or heavy truck traffic. All of these factors would make an industrial user an unattractive neighbor to the golf club. At the same time, employees at the site would be unlikely to take advantage of the proximity to the golf facilities during most daylight hours, as golf tends to be more of a residential lifestyle amenity than a corporate park amenity.
- **Topography:** The sloping topography of the site might present a challenge for industrial users who prefer flat land. The preparation and grading of this land must not be cost prohibitive, because typically industrial users pay the least of the major uses for buildable land (i.e. excessive land development costs can render a site infeasible for industrial use). The topography would present less of a challenge to a business park development offering more standard office space.
- **Traffic/Access:** The area is generally accessible for campus-style employment uses via Camas Meadows Drive which is a three-lane arterial. In theory if enough of the vacant LI/BP lands in the northwest Camas area were to build out, this could eventually lead to traffic congestion at high-volume times of the day.
- **Market Conditions:** The Camas and East Vancouver submarket has seen healthy growth of industrial and office park users and new jobs during the recent economic recovery. The area has attracted multiple high-paying professional firms in recent years and remains a draw for Portland-metro business owners looking to move to a more favorable tax environment. According to data from CoStar Analytics, the strength of the local office market has fluctuated over time. While rent levels have risen steadily, vacancy has at times exceeded the 10% threshold sought in a healthy market.

Currently, there are thousands of vacant square feet of space available at the Camas Meadows Corporate Center across the street from the subject site. As discussed more in Section III of this report, there is also estimated to be an oversupply of industrial and business park land to accommodate new development. For



these reasons, Johnson Economics does not estimate that there is currently a significant shortage or even tight supply of industrial, business park or office space in the Camas area for the foreseeable future.

Commercial and Residential Mixed Use

The site would be physically suitable for a mix of commercial and residential uses and is an adequate size for such a development.

- **Compatibility:** The site is compatible for a range of small commercial users including convenience retail, small dining establishments and small office users. These uses can benefit from a location between industrial parks to the west, residential neighborhoods to the east, and traffic to and from the golf course.

Residential housing is a traditional compatible use next to a golf course, and this development would benefit from being near the clubhouse and driving range. The established neighborhoods to the east around the golf course demonstrate that this is a desirable location for residents, offering excellent access to nature, views, and livability amenities. New single-family homes in the area sell in the range of \$350,000 to well over one million dollars.

The site would be suitable for a range of residential housing types from attached multi-family apartments to townhomes to condominiums. Based on currently achievable rents and construction costs, the likely development form for housing on this site would be two-to-three story wood-frame construction.

- **Topography:** Multi-family developments are typically feasible on more uneven topography due to the ability to locate multiple buildings and parking areas at different elevations. Commercial uses at the site would need more even building sites and parking lots. However, residential and/or commercial developments can also typically afford higher cost for land preparation than industrial uses.
- **Traffic/Access:** The area is accessible via Camas Meadows Drive. The site location is somewhat distant from other commercial services. This would provide an advantage for the right mix of commercial businesses at the site, who could serve the on-site tenants, local neighborhoods, and nearby employers. NW Lake Road to the south offers access to the regional network of major arterials and highways. The quiet location is likely to be a key attractor to prospective residents at the site.
- **Market Conditions:** The subject site is a good location for small businesses, providing good access and visibility, with a built-in local customer base. The greatest concentrations of commercial shopping and service are all located more than a mile from this area. Demand for these businesses will continue to grow as Camas experiences strong residential and employment growth. As Section III of this report presents, the Camas 2035 plan forecasts strong growth in commercial jobs over coming decades, and significantly outnumbering industrial jobs.

Section IV of this report discusses estimates of demand for housing types by age and income groups. Since 2000, Camas has grown by nearly 4,000 households, or 86% growth. This translates to robust annual growth of 3.2%, in comparison to 1.4% growth in Washington State, and 0.8% in the United States. The community is forecasted to continue to add an average of roughly 200 households each year over the next five years. The housing supply for both owner and rental units must continue to increase to meet the need of these new residents.

Camas is a strong residential development market, with median sale price of homes approaching \$500,000 and 30% higher than the prior peak in 2007. Annual home sales have increased from 415 to 770 between 2007 and 2019, and housing units permitted rose from 130 to 650 per year. This pace already exceeds the forecasted growth rate of the Camas 2035 plan.



III. LAND CAPACITY VS. DEMAND (CAMAS 2035)

CAMAS 2035 FINDINGS

Figure 3.1 presents the estimated buildable acres of commercial, industrial and residential land in Camas as identified in the City's most recently adopted Camas 2035 Comp Plan. Camas 2035 was adopted in 2016 and generally reflects the land demand and capacity estimates from 2015. The original source of the buildable land inventory was the 2015 Vacant Buildable Lands Model (VBLM) of Clark County.

The adopted Comp Plan estimated 464 net acres of buildable commercial land (generally retail and office), and an estimated 660 net acres of buildable industrial land. There was an estimated supply of 876 net buildable acres of residential land.

After the projected amount of land need over 20 years was factored, the analysis adopted in the Comp Plan finds that there is a surplus of land for all three land uses. The Comp Plan finds the narrowest 20-year surplus of commercial land (127 acres), with a larger surplus of industrial lands (167 acres), and the largest surplus of residential land (231 acres).

(The most recent 2018 VBLM finds a diminished supply of net buildable lands in all of these categories due to development over the last few years. However, the 2018 VBLM does not include a forecast of job and housing growth, making the 2015 figures the best numbers for comparison in this analysis.)

**FIGURE 3.1: ESTIMATED LAND SUPPLY AND DEMAND
CITY OF CAMAS COMPREHENSIVE PLAN (2015 – 2035)**

Land Use Category	Density	Demand (2035)			Total Land Supply / Capacity		Surplus Supply / Capacity	
		Jobs	Units	Acres	Net Acres (CP) ¹	Capacity (jobs/units)	Net Acres (CP)	Capacity (jobs/units)
Commercial	20 jobs/ac	6,744		337	464	9,280	127	2,536
Industrial	9 jobs/ac	4,438		493	660	5,940	167	1,502
	Total:	11,182		830	1,124	15,220	294	4,038
Residential	6 units/ac		3,868	645	876	5,256	231	1,388

¹ Acreage based on VBLM, but further refined by City. Finding of more net acres than in VBLM.

Source: Camas 2035, Table 1-1; Clark County Vacant Buildable Lands Model (2015)

Forecasted Job Growth (Land Demand): The Comp Plan presents a forecast of land demand for 337 commercial acres and 493 industrial acres over the planning period. However, due to the higher assumed density of jobs on commercial lands (20 jobs/ac.), this amounts to many more commercial jobs than industrial jobs (6,744 vs. 4,438 respectively).

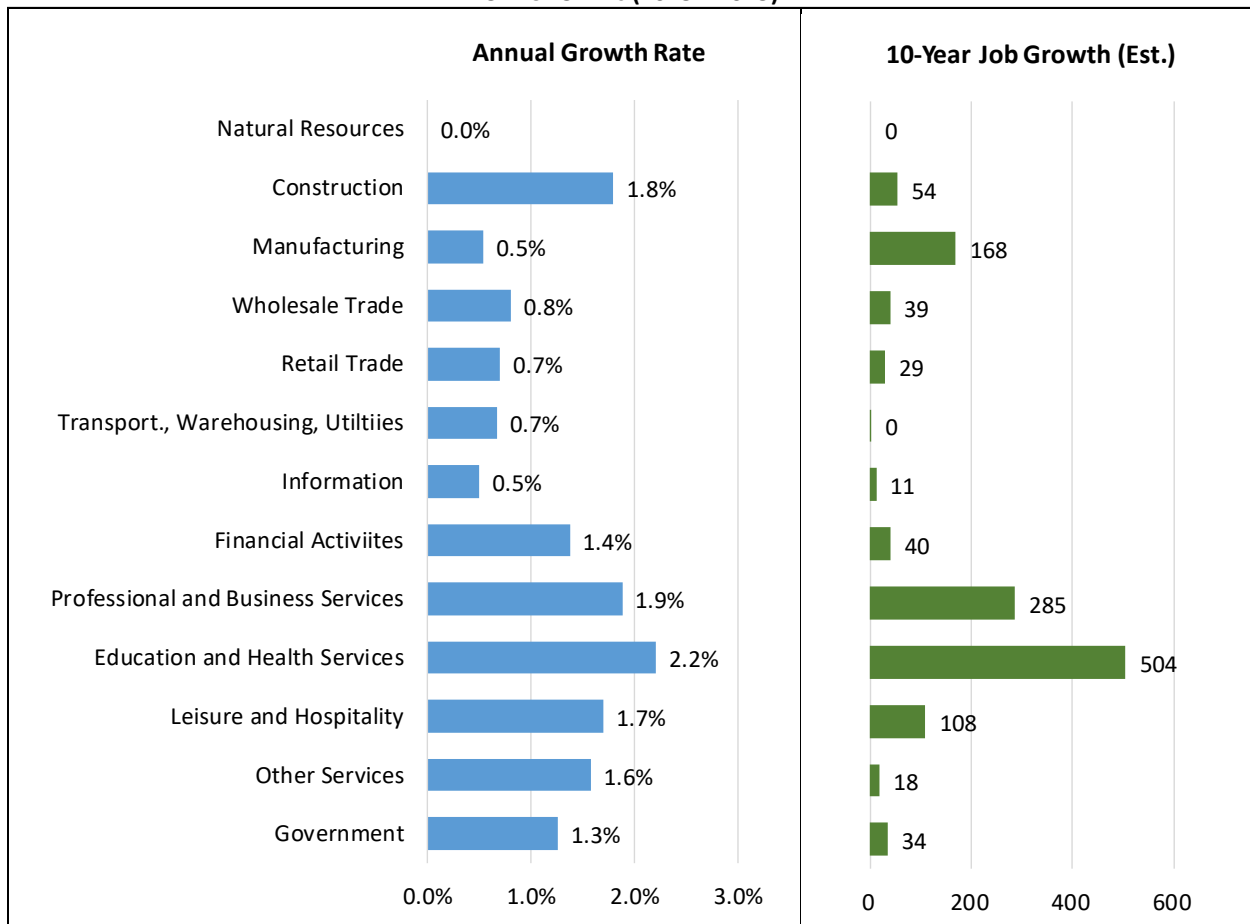
The Comprehensive Plan projects 11,182 new jobs in Camas by 2035, based on estimates from the Clark County Buildable Lands Report (2015). Given the 9,093 jobs from 2013 shown in the Comprehensive plan, this means that the city has forecasted average annual employment growth in the range of 3.7% per year.

Though average annual growth in the city was only 1.5% from 2001 to 2015, growth has been rapid since the downturn. From 2010 to 2015, the city added jobs at an average annual rate of 5.4%, and at 5.0% after 2016. These numbers are both faster than the 3.6% and 4.3% growth seen county-wide in those time frames, respectively.



Supplemental Employment Sector Analysis: JOHNSON ECONOMICS prepared additional analysis of employment growth based on the forecasted growth rate of major industry sectors in Southwest Washington. This forecast is based on 10-year growth rates prepared by the Washington State Employment Security Department (ESD) for the broader Southwest Washington region. Because the methodologies differ, the overall job growth forecast does not match that found in the Comp Plan. However, this does provide more granularity on what employment sectors are expected to grow fastest in the region, and whether or not these tend to be industrial, office or retail jobs.

**FIGURE 3.2: ALTERNATE 10-YEAR JOB GROWTH PROJECTION
CITY OF CAMAS (2015 – 2025)**



SOURCE: Washington State Employment Security Department, Johnson Economics

This analysis utilized the estimated employment base level of 9,093 as presented in the Camas 2035 plan, distributed across sectors as reported by the US Census Longitudinal Employer-Household Dynamics program. Applying the projected growth rates from the ESD, we see that the fastest growing industries are projected to be Education and Health Services (2.2% annually), Professional and Business Services (1.9%), and Construction (1.8%).

In terms of absolute growth in number of jobs, the greatest local growth is expected in Education and Health Services, and Professional and Business Services. There next highest number of jobs are in manufacturing and tourism-related sectors. (These numbers do not match the adopted forecast in the Camas 2035 Plan, and therefore should be viewed as an indicator of projected growth relative to other sectors.)

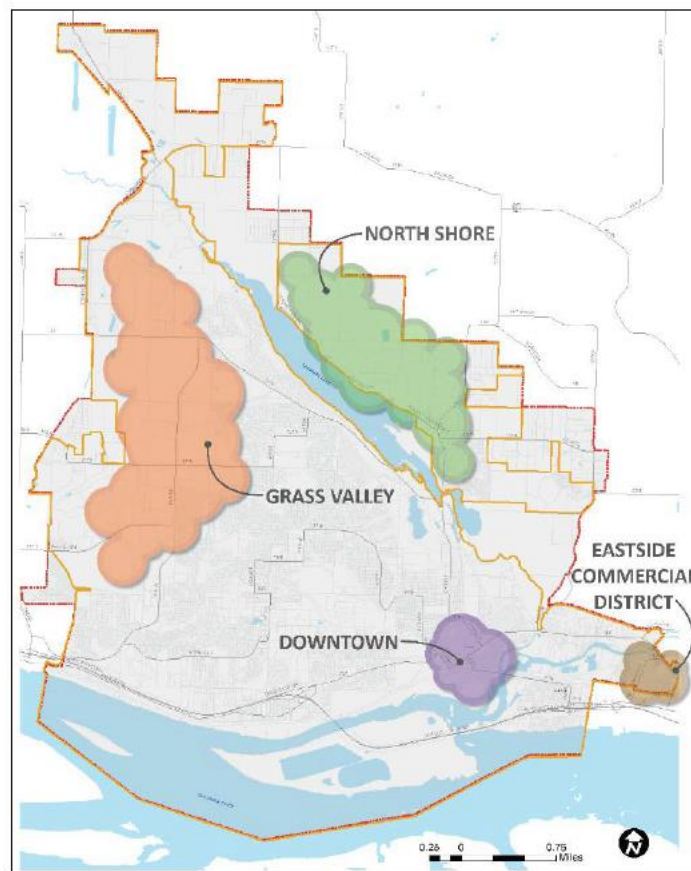


This alternate forecast suggests that the greatest number of new jobs will be found in sectors that tend to use commercial office and retail space (and land), and fewer new jobs in sectors that use industrial space. The major users of industrial space (manufacturing, transportation/warehousing, construction) are projected to make up roughly 16% of new employment under this alternative forecast. The sectors which are major users of office and retail commercial space make up an estimated 82% of new employment.

GRASS VALLEY ECONOMIC DEVELOPMENT AREA

The subject area is located in the Grass Valley Economic Development Area described in the Camas 2035 plan. The plan leaves the area vaguely defined as a large region of industrial, business park, and commercial zones on the western side of the city (Figure 3.3).

FIGURE 3.3: CAMAS ECONOMIC DEVELOPMENT AREAS



SOURCE: Camas 2035, City of Camas

The Camas 2035 Comp Plan describes the Grass Valley Economic Development Area as follows:

Grass Valley is home to several national and international technology and manufacturing firms. Land uses in Grass Valley include large technology and manufacturing campuses, surrounded by retail and commercial services and residential development. The City has invested in significant infrastructure improvements in Grass Valley in support of high-tech industrial development, which is still the focus for this area. (Camas 2035 6.4.3)



One of the underlying development policies for Grass Valley relates to maintaining adequate employment land supply to meet 20-year needs when conversion of some of the area to other uses is proposed:

ED-3.3: Protect employment land from conversion to residential uses by requiring an analysis of adequate buildable lands in Grass Valley to meet 20-year employment projections prior to land conversion approval. (Camas 2035 6.4.3)

JOHNSON ECONOMICS conducted an inventory of remaining buildable employment land in Camas as of 2019, using Clark County GIS data. We first filtered out all but commercial, industrial, and multifamily-zoned land. We then filtered out projects that are committed to being developed in the short-term. We then used the following property type descriptions to determine the amount of viable land:

- Prime Developable Ground
- Unused Land Timbered
- Unused or Vacant Land – No Improvements
- Vacant

This inventory resulted in the following estimates of buildable employment land in the Grass Valley area (supply), vs. the total demand for industrial lands forecast in the Camas 2035 Plan (demand). The estimates are presented in the following table and map (Figures 3.4 and 3.5).

**FIGURE 3.4: ESTIMATED VACANT, UNUSED AND DEVELOPABLE LANDS
GRASS VALLEY VS. CAMAS, WA (2019)**

<u>Zone</u>	<u>Parcels</u>	<u>Acreage</u>	<u>Job Capacity</u>
BP	8	94.9	854
LI	4	59.8	538
LI/BP	19	183.3	1,650
<hr/>			
Total:	31	338.0	3,042
<hr/>			
Indust. Demand (Camas 2035):		493.1	4,438
Grass Valley Share:		69%	69%

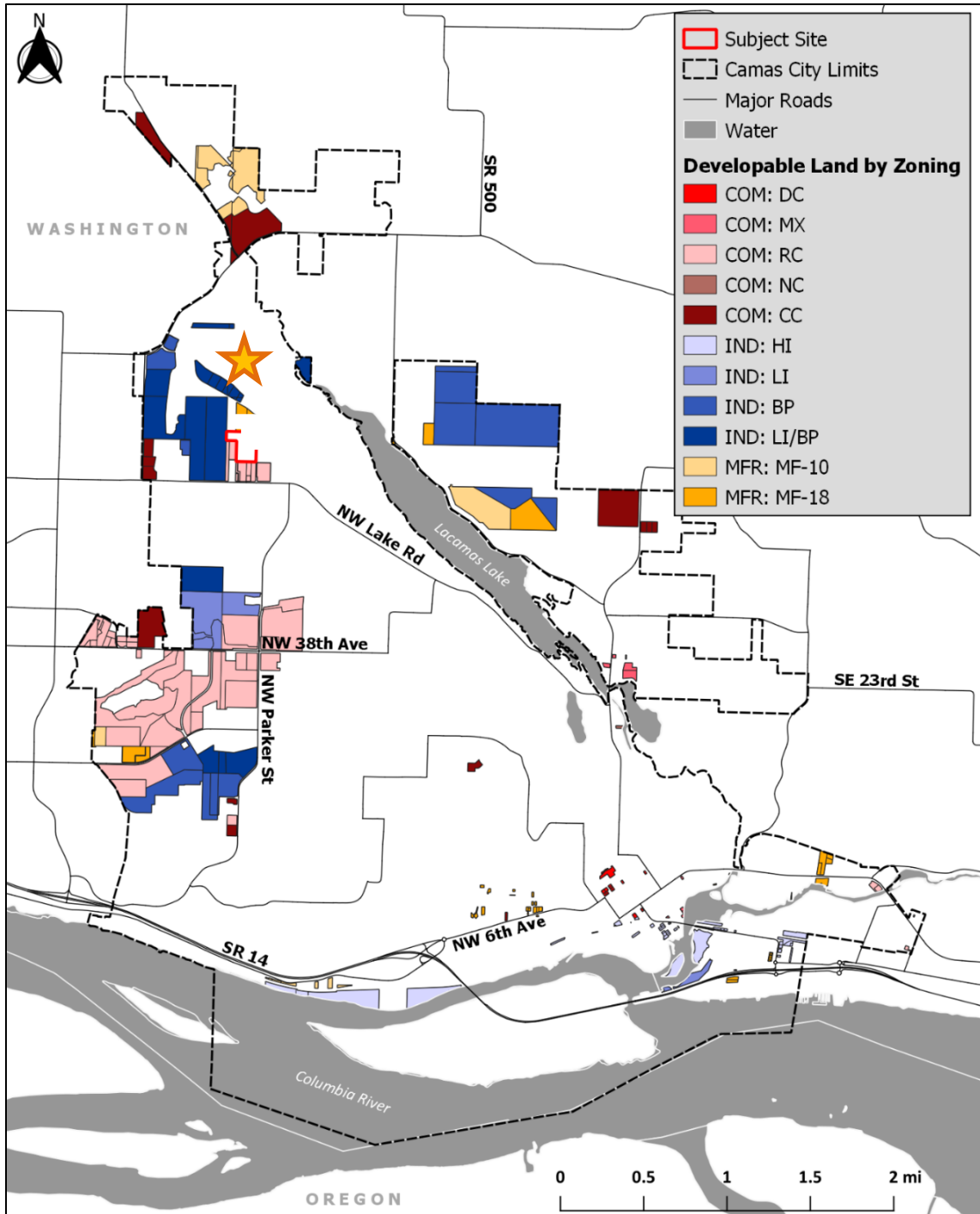
SOURCE: Clark County, Camas 2035, Johnson Economics

The inventory suggests that the Grass Valley area has sufficient available land to accommodate 69% of the total forecasted 20-year demand for industrial land in the city. A conversion of the 4-acre subject site to a different use would lower this capacity very slightly to 68% of the demand.

At the same time, the industrial areas outside of Grass Valley, most notably the Northshore area, can also accommodate a majority (63%) of the 20-year demand. These two areas alone can accommodate over 130% of forecasted need. **This indicates that if the subject site were converted to a different use, that the Grass Valley area would retain capacity to meet its share of employment land demand, while the city would maintain the capacity to meet well over 100% of the forecasted 20-year demand.**



FIGURE 3.5: VACANT, UNUSED AND DEVELOPABLE LANDS, CAMAS, WA (2019)



SOURCE: Clark County, Johnson Economics



IV. RESIDENTIAL DEMAND ANALYSIS

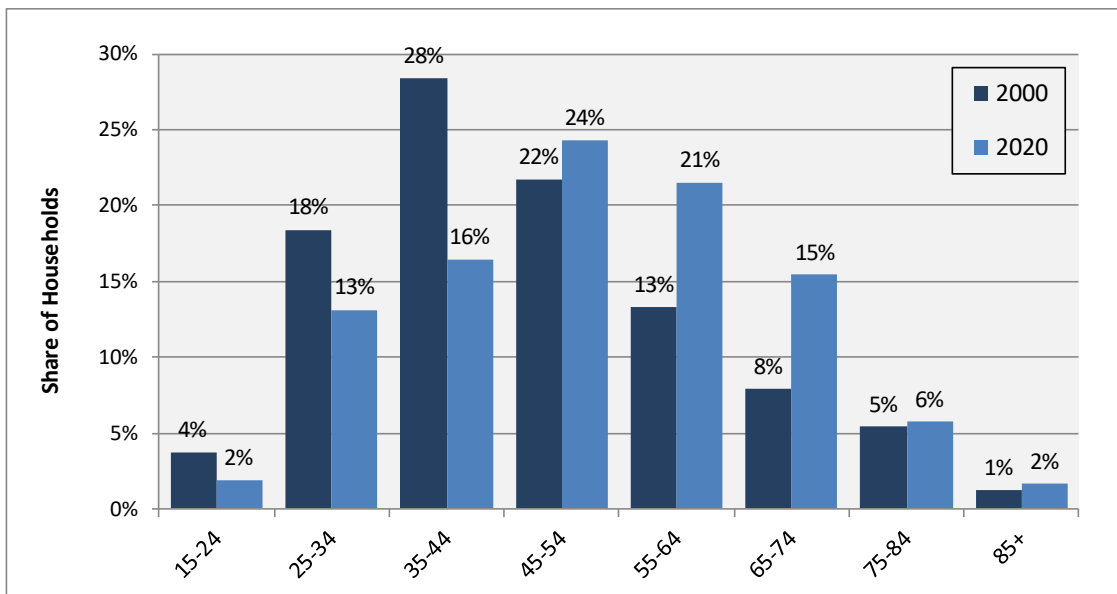
In this section, we analyze the market depth for rental apartments within the City of Camas, to determine the potential demand for housing at the subject site as part of a mixed use development. We provide estimates of turnover in the existing household base as well as estimates of current demand growth over the coming five years. The forecast supports the continued robust growth of the Camas community and need for housing.

HISTORICAL GROWTH

According to estimates from Environics and the Census, the PMA totals 8,317 households as of 2020, after adding over 3,850 households since the turn of the millennium. Over this 20-year period, this translates to an average annual growth of 3.2%, which is far above the average growth rate observed in the Portland Metro Area (1.3%). Since 2000, households in Camas have grown significantly older and wealthier on average.

Age of Householder: The following figure displays how the household growth within the market area has been distributed across age groups since 2000. The strongest growth was seen in households aged 45 to 74. All age categories except 15-24-year-olds experienced some growth in absolute terms. But in terms of share of households (%), those aged 45 to 74 grew the most.

FIGURE 4.1: AGE PROFILE OF CAMAS HOUSEHOLDS, 2000 AND 2020



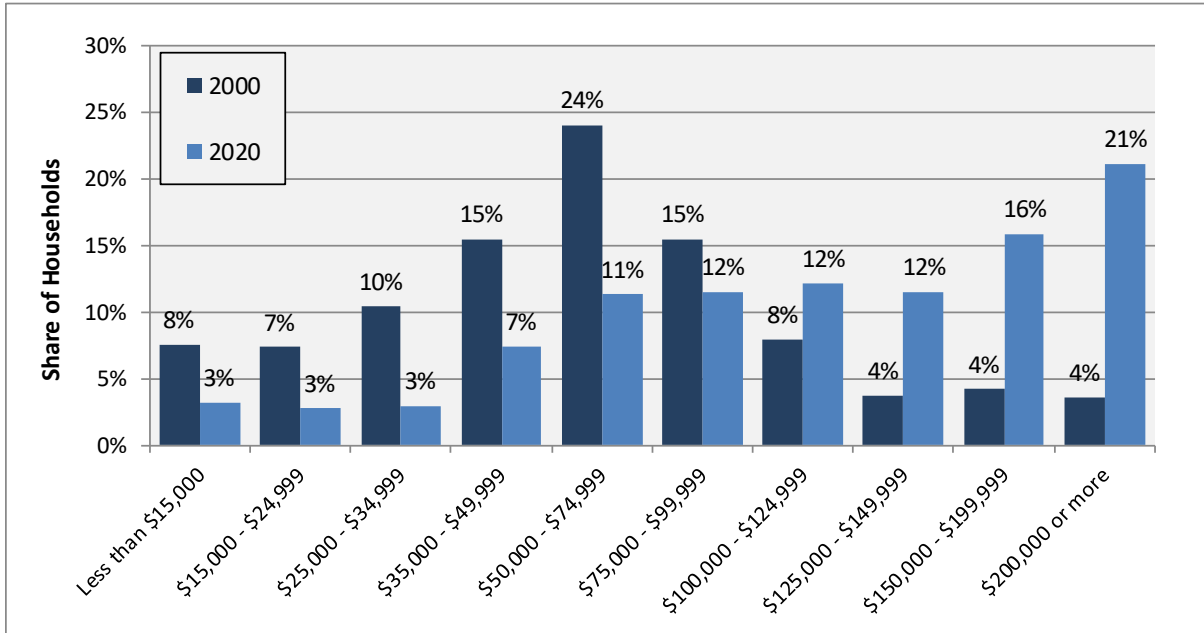
SOURCE: Environics Analytics

The largest total growth seen within an age group was in those aged 55-64. This age group increased by an estimated 1,200 households since 2000. The 45-54 age group and the 65-74-year old age group each grew by roughly 1,000 households since 2000. This group had a smaller population to begin with, however, so the increase represents a 6.8% annual growth, highest among all age groups.

Household Income: The area has become quite affluent over the last two decades, though part of the increase can be attributed to inflation. The realized growth on a net basis has been among households making at least \$75,000 per year. Growth is particularly strong among households making more than \$100,000 per year. Nearly all the positive growth came from households with incomes above this threshold. The highest-income households, making at least \$200,000 per year, increased over ten-fold over the period, faster than any other income group.



FIGURE 4.2: INCOME PROFILE OF CAMAS HOUSEHOLDS, 2000 AND 2020



SOURCE: Envirionics Analytics

DEMAND GROWTH (2020 - 2025)

JOHNSON ECONOMICS has developed a housing demand model that translates estimates of job growth and household growth into demand for housing of different forms. Our model begins with household growth estimates stratified by age and income, as these are the variables that best predict housing preferences. Our household growth estimates are based on projections by Envirionics, a third-party data provider that draws on various data sources to identify trends that impact the household base within specific geographies down to a census block group level. We adjust these estimates based on employment growth projections (by age) and migration trends. The goal is for the projections to reflect underlying demand rather than expected realized household growth, which is constrained by supply.

After developing a segmented projection of overall housing demand for the market area, we use local microdata from the U.S. Census Bureau to establish segment-specific rates of housing tenure (owners/renters) and housing type (SF detached/SF attached/multi-family), to derive assumptions of future housing propensity within the segments.

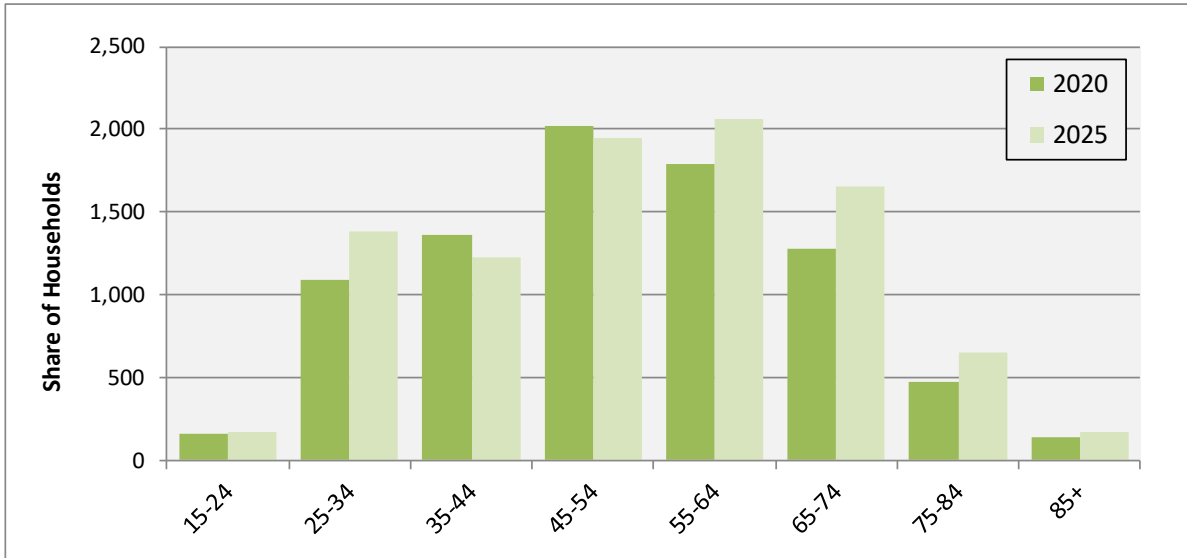
NEW HOUSEHOLD DEMAND, CAMAS

Over the coming five years, Johnson Economics projects an increase of roughly 960 households within Camas, or 190 per year. This represents annual growth of 2.2%. Note that this is based on an extrapolation of historical trends, which in turn is based on realized growth rather than underlying demand not limited by supply constraints. Taking into account job growth and migration, we believe that the household growth is likely to exceed this rate, therefore we believe this is a conservative estimate.

The following chart displays the anticipated change in the number of households by the age of the householder. The projections indicate particular demand growth among young households in the early family-stage, as well as considerable growth in empty-nester and senior segments, reflecting the aging of the baby boomers. The greatest growth is anticipated in those between 55 and 74 years of age.



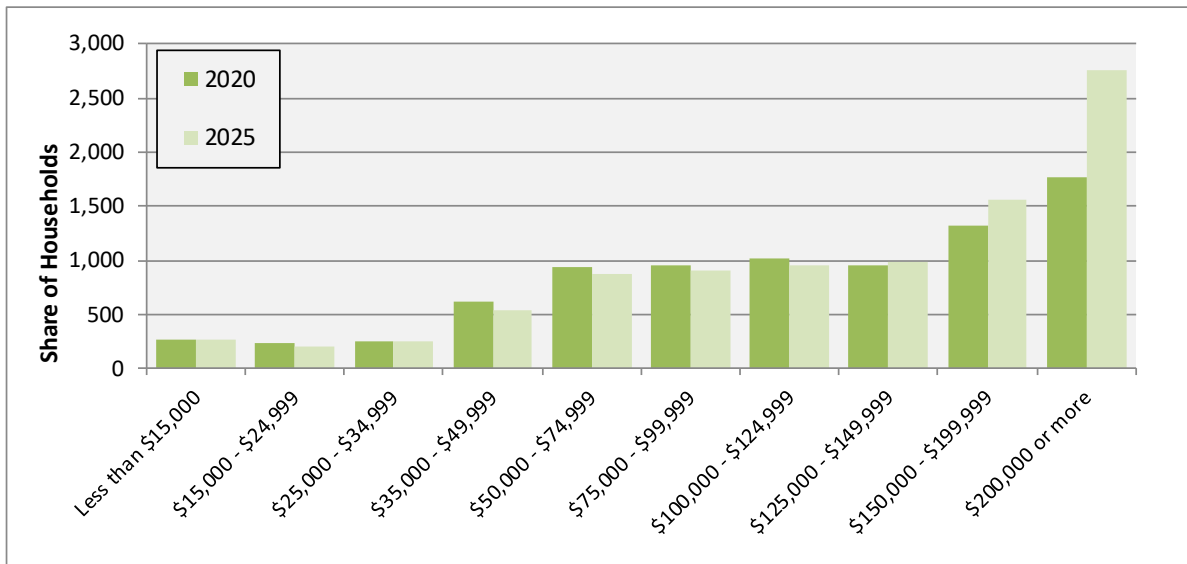
FIGURE 4.3: PROJECTED DISTRIBUTION OF HOUSEHOLDS BY AGE, CAMAS (2020-2025)



SOURCE: Envirionics, JOHNSON ECONOMICS

With respect to income, the growth is anticipated to be distributed broadly across mid- and upper-income segments, but with the greatest growth continuing to be seen in the highest income categories. The city is expected to continue to develop as an attractive middle- and upscale community for Clark County and Portland-metro workers. The affluent suburban nature of the community will enhance its attractiveness to prospective new residents.

FIGURE 4.4: PROJECTED DISTRIBUTION OF HOUSEHOLDS BY INCOME, CAMAS (2020-2025)

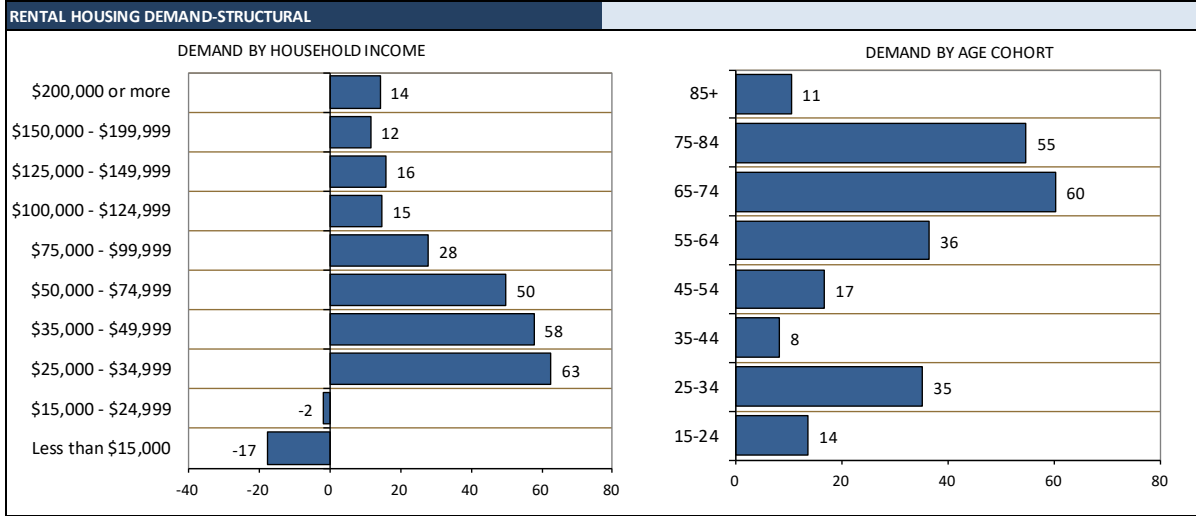


SOURCE: Envirionics, JOHNSON ECONOMICS

When we apply estimates of future tenure (rent vs. own) and housing type propensity rates to the projected demand, our model indicates that new growth alone will support roughly 240 apartment units over the coming five years, or an average of nearly 50 per year. The net new demand is projected to be concentrated among the lower- to middle-income households who are more likely to rent than own. This trend supports the need for the continued development of new housing options in coming years.



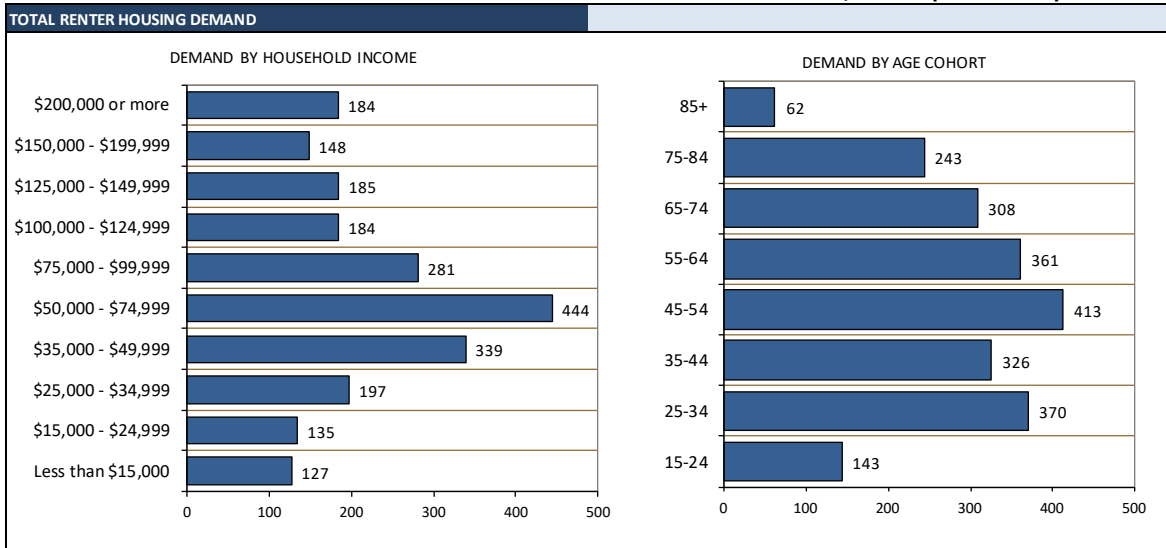
FIGURE 4.5: PROJECTED GROWTH IN DEMAND FOR RENTAL APARTMENTS, CAMAS (2020-2025)



SOURCE: EnviroNics, JOHNSON ECONOMICS

A secondary source of demand is turnover in the existing base of apartment households in the city. When currently renting households move out of their units, newer rental properties have the ability to compete for these renters with newer facilities and up-to-date amenities. We project around 445 rental transactions (new and turnover) per year in the Camas apartment market. These transactions are expected to represent a wider distribution across age and income categories than the net new demand.

FIGURE 4.6: PROJECTED TOTAL ANNUAL DEMAND FOR RENTAL APARTMENTS, CAMAS (2020-2025)



SOURCE: EnviroNics, U.S. Census Bureau, JOHNSON ECONOMICS

Though turnover represents demand for which there already is matching supply, these transactions tend to benefit the absorption of new units in the market, as existing renters “trade up” into newer units with less wear and more up-to-date features. Based on Clark County taxlot data, analyzed in GIS, the average age of existing apartment projects with at least five units in Camas is 35 years, suggesting more up-to-date properties should be able to offer a large competitive contrast. Moreover, the data indicates that the average size of these projects is 19 units. Projects of this scale rarely offer any community amenities to speak of.



V. CONCLUSIONS

ALTERNATE USES

While the subject site is generally suitable for either of the proposed uses, the prospective industrial business park development faces some disadvantages while a mixed-use development generally enjoys advantages for feasibility. These are mainly related to market forces, demand, and the topography of the site, and compatibility with surrounding uses:

- Topography:** The sloping topography of the site might present a challenge for industrial users who prefer flat land. The preparation and grading of this land must not be cost prohibitive, because typically industrial users pay the least of the major uses for buildable land (i.e. excessive land development costs can render a site infeasible for industrial use). Multi-family developments are typically feasible on more uneven topography due to the ability to locate multiple smaller buildings and parking areas at different elevations. **Higher-value residential and/or commercial developments can also typically support higher cost for land preparation than industrial uses.**
- Compatibility:** Housing is a classic compatible use next to a golf course, and this development would benefit from being near the clubhouse and driving range. The established neighborhoods to the east around the golf course demonstrate that this is a desirable location for residents, offering excellent access to nature, views, and livability amenities. The site is compatible for a range of small commercial users including convenience retail, small dining establishments and small office users. These uses can benefit from a location between industrial parks to the west, residential neighborhoods to the east, and traffic to and from the golf course.

Some industrial and flex-space users are likely to be incompatible with the existing golf course use to the north edge of the site. These include businesses that create negative externalities such as noise, smoke or other fumes, excessive industrial yard machinery or storage, or heavy truck traffic. Business Park office development may be less likely to face these issues.
- Market Conditions:** The Camas and East Vancouver submarket has seen healthy growth of industrial and office park users and new jobs during the recent economic recovery. But according to data from CoStar Analytics, the strength of the local office market has fluctuated over time. While rent levels have risen steadily, vacancy has at times exceeded the 10% threshold sought in a healthy market.

Currently, there are thousands of vacant square feet of space available at the Camas Meadows Corporate Center across the street from the subject site. As discussed more below, there is also estimated to be an oversupply of industrial and business park land to accommodate new development. For these reasons, **Johnson Economics does not estimate that there is currently a shortage or even tight supply of industrial, business park or office space in the Camas area** for the foreseeable future.

The subject site is a **good location for small commercial businesses**, providing good access and visibility, with a built-in local customer base. The greatest concentrations of commercial shopping and service are all located more than a mile from this area. Demand for these businesses will continue to grow as Camas experiences strong residential and employment growth. The Camas 2035 plan forecasts strong growth in commercial jobs over coming decades, and significantly outnumbering industrial jobs.

Since 2000, Camas has grown by nearly 4,000 households, or 86% growth. This translates to robust annual growth of 3.2%, in comparison to 1.4% growth in Washington State, and 0.8% in the United States. The community is forecasted to continue to add an average of roughly 200 households each year over the next



five years. The housing supply for both owner and rental units must continue to increase to meet the need of these new residents.

Camas is a strong residential development market, with median sale price of homes approaching \$500,000 and 30% higher than the prior peak in 2007. Annual home sales have increased from 415 to 770 between 2007 and 2019, and housing units permitted rose from 130 to 650 per year. This pace already exceeds the forecasted growth rate of the Camas 2035 plan.

- Job Capacity:** The Camas 2035, using Clark County assumptions assumes that industrial land will develop at an average of 9 jobs per acre. The amount of employment at any one LI/BP development will vary. Office space in a business park is likely to supply jobs at a higher density than a warehouse. However, it should be noted that if a greater job density is assumed, then the forecast of total needed industrial acres over 20 years should also be lower (i.e. more jobs would be accommodated on less land.) If that is the case, then this would result in an even higher surplus of industrial land in the inventory. The impact of converting a small amount of it to a different use would be even less.

Under the alternative mixed-use scenario for the site, the commercial portion is assumed to accommodate an average of 20 jobs per acre, indicating that **the transition from industrial to commercial zoning will still allow for employment growth at the subject site.**

INDUSTRIAL AND COMMERCIAL LAND SUPPLY

The Camas 2035 comparison of 20-year land need from job and household growth, with the current buildable lands, found a surplus of all the major categories of land in Camas (Figure 3.1, reproduced below). If the lands build out as projected, there will remain a surplus of 127 commercial acres, and 167 industrial acres. **These adopted figures do not present a compelling reason to protect a small amount of either of these categories of land from conversion,** all else being equal.

**FIGURE 3.1: ESTIMATED LAND SUPPLY AND DEMAND
CITY OF CAMAS COMPREHENSIVE PLAN (2015 – 2035)**

Land Use Category	Density	Demand (2035)			Total Land Supply / Capacity		Surplus Supply / Capacity	
		Jobs	Units	Acres	Net Acres (CP) ¹	Capacity (jobs/units)	Net Acres (CP)	Capacity (jobs/units)
Commercial	20 jobs/ac	6,744		337	464	9,280	127	2,536
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	Total:	11,182		830	1,124	15,220	294	4,038
Residential	6 units/ac		3,868	645	876	5,256	231	1,388

¹ Acreage based on VBLM, but further refined by City. Finding of more net acres than in VBLM.

Source: Camas 2035, Table 1-1; Clark County Vacant Buildable Lands Model (2015)

An inventory of Grass Valley industrial lands find that remaining parcels are sufficient to accommodate 69% of forecasted 20-year industrial employment (Figure 3.4), while the rest of the city could also accommodate *an additional* 63% of the forecast. This supports the Camas 2035 finding that there is significant overcapacity of industrial lands (132% of demand), **and conversion of the subject site to a different use would not violate the policy of maintaining a 20-year supply in Grass Valley.**



INDUSTRIAL VS. COMMERCIAL LAND DEMAND

The Camas 2035 projects a 20-year growth of 11,182 jobs. A majority of these (60%) are forecasted to be jobs that take place in a commercial environment, and 40% in an industrial environment (Figure 3.1). Additional analysis by employment sector using state ESD forecasts supports the conclusion that, despite robust industrial job growth, a majority of new employment will be commercial jobs. **This finding is supportive of conversion of a modest amount of industrial land to commercial land on the border of the Grass Valley LI/BP area, without significantly impairing the ability to meet future industrial demand.**

RESIDENTIAL LAND DEMAND

The Camas 2035 plan likewise finds a surplus of residential lands over the planning period. Over the coming five years, Johnson Economics projects an increase of roughly 960 households within Camas, or 190 per year. This represents annual growth of 2.2%, which we consider a conservative estimate. **The demand analysis prepared by strongly supports the need for additional housing options of all types over the coming decades.**

The subject site is an appropriate location for housing as part of a mixed-use development based on physical, location and market factors.



July 20, 2020

Barry McDonnell, Mayor, City of Camas
Phil Bourquin, Community Development Director, City of Camas
Jerry Acheson, Parks and Recreation Manager, City of Camas
Robert Maul, Planning Manager, City of Camas
Sarah Fox, Senior Planner, City of Camas
Don Chaney, City Council Member, City of Camas
Steve Hogan, City Council Member, City of Camas
Shawn MacPherson, Knapp, O'Dell & MacPherson
Leanne Bremer, Miller Nash
Tim Hein, Planning Commission Member, City of Camas
Troy Hull, Planning Commission Member, City of Camas
And others on Planning Commission

RE: Application for Comprehensive Plan Amendment CPA20-02 from Kimbal Logan representing the Mills Family LLC

Dear City of Camas leaders,

I am writing this letter to you today on behalf of the Mills Family regarding the application for Amendment to the Camas Comprehensive Plan referenced above. After reading the Staff Findings prepared for presentation to the Planning Commission, I am surprised and disappointed by differences between the Findings and previous commitments and understandings made with the staff and administrator of the City of Camas during the long period of time and many agreements made with the Mills Family as they brought their land in Lacamas North Shore into the Urban Growth Boundary, annexed the land into the City of Camas, agreed to hard zoning, dedicated 6 acres Lacamas lakefront to the City as Conservation Land, and sold 26 acres of land to the City including many irreplaceable community assets like the Leadbetter House, Pomaria House, lake viewpoints, a white oak forest area, wetlands, a rare caldera, and a beautiful park-like cedar forest area. It seems there has been a disconnect between what staff efforts were promised to the Mills Family during these long and fruitful negotiations and what is now being represented to the Planning Commission as Staff Findings.

I will try to spell out the points of disagreement with the Findings later in this letter. However, to fully explain the source of the objections I will first try to give a short summary of the history



of the Mills Family's long interaction with the City of Camas in respect to their property at Lacamas North Shore.

2008 – A group of twelve adjacent properties (known as the Lacamas North Shore Properties or LNS Properties) were brought into the Urban Growth Boundary for the City of Camas through the GMA process of planning for future growth. This process required analysis of the needs for future land areas and land uses and required the land that was brought in have a comprehensive plan and proscribed future zoning. The properties included the Johnston Dairy property, the Mills Property, the Weakley Property, the Buma Property, the Cisney Property, and several others. When brought into the Urban Growth Boundary most of the Mills Property was master planned and comp planned as Mixed Use. The property owners and the City of Camas worked cooperatively together to agree on the land to be brought in and the Comp Plan designations to be assigned to each property.

2013 – The whole group of Lacamas North Shore Properties (LNS) was annexed into the City of Camas. At the time of the annexation the staff at the City required the Mixed-Use Zoning to be changed to hard zones to make planning more concrete and less changeable than Mixed Use zoning and a Development Agreement was agreed upon. At the time the Mills Family parcels were zoned as follows: about 35 acres were zoned MF-10; about 21 acres were zoned MF-18, about 26 acres was zoned BP, about 7 acres was zoned Commercial, and about 6 acres was designated and Conservation Land on Lacamas lake to be dedicated to the City. A map of the zoned lands as annexed is attached hereto as Exhibit 1. At the time the Mills Family objected to the change from mixed use zoning, but they agreed to move forward to facilitate the goals of all of the owners in the LNS group and to try to work cooperatively with the City of Camas planning staff who they had, and still have, a high regard for.

2016 - The Vision for Lacamas North Shore plan was approved by the City of Camas, Clark County, City leaders, and several Conservation Groups including Columbia Land Trust and the Conservation Fund. The Vision Plan called for the City of Camas or the County or other affiliate parties to buy or be given a broad swath of land along the North border of Lacamas Lake to preserve those lands for public use and conservation plus planning for completion of a full circumference public trail around the lake and closure of a portion of Leadbetter Road.

2018 – After analyzing the Vision Plan and thinking about the Mills Family's long term goals for their land at Lacamas North Shore, the Mills Family agreed to have me approach Columbia Land Trust with a plan to sell Columbia Land Trust a large portion of the Mills Family lands including the iconic lake front Leadbetter House and Pomaria House, plus a beautiful park like section of land on the North and East boundaries of their properties at a discounted price. The plan was for Columbia Land Trust to dedicate the property to the City of Camas in the future when the City might have raised some money to help with the purchase. In the meantime, the land (that was at the time openly on the market for sale and had been in escrow twice) would be saved from private development. Columbia Land Trust was unable to act on the proposal because of a lack of funds, but they placed the Mills Family in touch with the Conservation Fund (a large national

conservation group) to discuss the purchase. The Conservation Fund liked the idea and (after consulting with Columbia Land Trust and the City of Camas regarding the conditions of the Mills Family to the purchase) signed an agreement to go forward with the purchase. A copy of the original LOI and the subsequent PSA is attached. As you can see from reading the agreements the sale was contingent upon there being a transfer of zoning among three parcels in the Mill's property so the City would end up with 7 acres of land on the lakefront zoned commercial and 26 acres of land above the lake the North and West zoned either public property or BP. The Mills were to end up with a 35-acre parcel of land zoned MF-10 (the same as before the sale) and a 21-acre parcel of land zoned MF-18 (the same as before the sale). It is important to note that what was envisioned in this sale was no increase or decrease in the number of acres of multi-family or BP (public) property just a change of location of each zone on the area map. The new proposed lot lines were designed to follow the topography of the land which has some high bluffs and spectacular critical or special land areas that were all included in the sale to the Conservation Fund (at a discounted price and to be given to the City later) . Please review the proposed new map with the existing zoning map at the time and you will see there is no increase in any amount of multi-family land resulting from the zoning swaps.

I had been working with Jerry Acheson from the Parks Department regarding landowners I represented. Through the good work of Jerry and others at the City, in 2018 the City of Camas had purchased the Buma Property (one of the original LNS Group properties including about 28 acres zoned MF-18). In the 2013 Development Agreement that was part of the annexation the number of units that could be built on the property was capped at 226 units. When the City bought the Buma Property those 226 units were removed from the number of units conceived and approved in the 2008 Growth Management Plan and later confirmed in the approved 2016 Growth Management plan.

2019 - After working with Jerry closely regarding the Buma Property, I had gotten to know him and had talked with him fairly regularly during the negotiations with the Conservation Fund for the deal that was put together between The Conservation Fund and the Mills Family for land to be later given to the City. During the middle of the due diligence for the Conservation Fund sale, Jerry approached me and asked if the Mills Family would have any objection to selling the land directly to the City of Camas which they were. I agreed to write up the initial papers for the sale with the only caveats being that the Mills Family would have to assured of a minimum number of units in the newly reoriented comp and zoning plan to make up for the loss they were taking by selling the Public Lands being sold to the City at a discount, and there would have to be an access road to the Mills Family remainder lands from of Leadbetter Road because without fairly immediate access, the value of the Mills Family remainder lands would be dramatically reduced. I met directly with Pete Capell, Shawn MacPherson, Phil Bourquin, and Jerry Acheson at different times regarding these contingencies. The net result of the negotiations was that the staff could not commit to make the changes requested by the Mills Family because each change required due process through the standard City planning procedures. However the City staff, led by Pete Capell and Phil Bourquin, agreed that the City staff would use "good Faith Effort" or "best efforts" to have the Comprehensive Plan and Zoning Map changed as shown on Exhibit B

to the purchase and sale agreement through said City processes. It was further agreed that the staff allow the requests for road access and densities to proceed as envisioned by the Mills. A copy of the Purchase and Sale Agreement between the Mills Family and the City of Camas is attached including the language regarding “best efforts” meaning “Good Faith Effort” – see emails from Shawn Macpherson and Phil Bourquin attached.

January 2019 – The sale from the Mills Family to the City of Camas for the 33 acres of Public Lands is completed.

January 2020 – The Mills Family and Kimbal Logan as applicant apply for a Comp Plan Amendment as envisioned and agreed upon in the Purchase and Sale Agreement with the City of Camas. In the middle of the process the Coronavirus Pandemic puts a halt on all public meetings and the processes regarding the Mills Family Application for a Comp Plan Amendment.

June 2020 - The Planning Staff at the City of Camas propose Findings for the Mills Family Comp Plan Amendment Application that we find objection to including the following:

1. There is no mention in the findings of any previous dealings with the Mills Family regarding the remainder property or the arrangements and agreements made for the prior sale of the Mills Public Property to the City of Camas. Please review the written Purchase and Sale Agreement between the City and the Mills Family for the property purchased by the City from the Mills. As part of the consideration given Mills, the City of Camas agreed to make a best effort (“good faith”) to confirm the Comp Plan change and the Zoning of the remainder Mills Properties as depicted in Exhibit B to the Purchase Agreement meaning 36 acres of MF-10 Property and 21 acres of MF-18 Property. There is no sign in the Finding of Staff of any Best Effort (Good Faith) to have the application approved as submitted approving these agreed upon zones.
2. There is a Finding that the proposal from the Mills would decrease employment lands and increase multifamily lands. This is a misleading statement. In the total scope of transactions between the Mills and the City of Camas, the entity that has removed employments land from the LNS Comp Plan is the City of Camas. The sale to the City was approved with understanding that the City would support the proposal that the Mills would own the same number of acres of multi-family land after the sale and Comp Plan Amendment as before the sale. This result was intended to be accomplished by a Comp Plan Amendment recommended and supported by the City and its staff. 36 acres of MF-10 and 21 acres of MF-18.

An honest reading of the proposed PSAs with the Conservation Fund and the City of Camas makes clear the intent of the Mills Family to keep their multi-family zones on their new parcels and the intent of the City to use Good Faith efforts to help the Mills Family do so.

3. The Findings state that the proposal from the Mills Family would increase the amount of residential land in the City by 9%. This too is a misleading statement. The sale from the Mills to the City of Camas removed 9% of the residential zoned land in the City of Camas from the planning maps. The envisioned and agreed upon Comp Plan and Zoning transfer of multi-family zoning to the Mills remainder lands will simply replace the amount of residential land previously removed.

Please note – in the LNS area, purchases of property by the City of Camas or Camas School district purchases have eliminated residential lands approved for inclusion in the Comp Plan through GMA for the Lacamas North Shore area as follows: * Weakley Property sold to Camas School district – 40 acres zoned R-7.5 - at least 100 units. * Buma Property sold to City of Camas – 28 acres zoned MF-18 – 226 Units. * Dens Property sold to City of Camas – at least 33 acres zoned R-7.5 – about 135 units. * Mills Property (if zoning transfer is not approved) – about 21 acres zoned MF-10 – at least 150 units. The total of the acreage removed from residential housing by these City purchases is at least 122 acres and at least 610 units. Instead of correctly giving support for the transfer of multi-family planning and zoning to the agreed upon adjacent lands as intended, the Findings make it seem like there is a worrisome loss of Business Park Land into Multi-family land. Not true.

This particular Finding could be particularly injurious to the Mills Family because it diminishes the usability, timing, and value of the Family’s remainder lands if the Mills get stuck with poorly placed, topographically unsuited, and not agreed upon business park zoning.

4. One of the Findings states that if a development proposal increases planned for residential capacity in the City then the City can require that the new development to have at least 25% of the new housing units comply with affordable housing requirements in the City. Since the proposal from the Mills Family does not increase long planned for residential capacity and in reality does not even make up for the number of units already removed from the LNS area, there should not be a requirement from the City of Camas that 25% of the new housing units have to be affordable housing. This requirement has never been mentioned to the Mills or to me at any time during our negotiations. Forcing disparate housing types into an area such as the land overlooking Lacamas Lake is a disservice to the long-term values of the landowners and the peace of mind and happiness of both types of tenants in the properties to be developed. The inclusion of such a requirement on the Mills properties would cause a definite and immediate loss of value. There is no reason that the City of Camas should want to inflict this harm on their long-term partner and benefactor – the Mills Family.
5. The Findings state that the goals from Camas 2035 for the North Shore “envision that the area will be master planned for commercial and other economic uses (e.g. medical office, grocery stores, and restaurants”. While that language is indeed in the document, other

language points out the need for different housing types to service the interests of employers and the community. Take for instance this language for the City of Camas website promoting Lacamas North Shore “**PLAN for development that supports diversity and economic development, including a range of housing choices, transportation options, and an assortment of shops, services, and public and park spaces.**” The existing Comprehensive Plan for the LNS area is still in place. The plan calls for a mix of jobs land and medium and high-density housing plus the limited commercial areas now owned by the City. The area is not intended to be solely for business or commerce but more of a mix of uses that allow people to work and live in the area and enjoy the wonderful amenity that Lacamas Lake and the City parks and public areas will provide. A new plan should not diminish the approved and sought-after housing choices or numbers.

6. The Comp Plan Amendments sought after by the Mills Family are tailored to the land topography and common-sense development of the land. If you review the topographical map of the land there is a consistent usability of the land with common uses that do not go over cliffs or bluffs and do not artificially place businesses and jobs in the middle of residential neighborhoods. The Findings make no mention of the topography of the site and the suitability of the site for different types of development. It is my contention that the sloping site is more suitable for housing than for business park land and further that the location of these two zoning types should be buffered and set away from each other as far as possible. The Mill’s Comp Plan proposal promotes this goal.
7. At the time of the sale to the City of Camas of the Mills Public Lands, the City and the Mills worked cooperatively to complete the Boundary Line Adjustments necessary to have the new lot to be purchased by the City legally created and to have two remainder lots legally created to be held by the Mills. Again as shown in the Exhibit B to the Purchase and Sale Agreement with the City of Camas the two remainder lots that were created are a 36 acre lot designated on the Map as MF-10 and a 21 acre lot designated on the map as MF-18. The City of Camas approved this boundary line adjustment and helped record it.

The Camas Municipal Code in section 17.07.040 - Approval criteria, stipulates the following: The approval authority shall approve, approve with conditions, or deny a request for a boundary line adjustment in writing based on findings addressing the following (among other) criteria:

D. All lots have legal access to a public road. Existing required private road improvements and easements are not diminished below city street standards for lots that are served by a private road and shall not create unreasonably restrictive or hazardous access to a property.

E. The boundary line adjustment will not result in a lot that contains area in two zone designations.

Why is it that the City of Camas can approve and complete boundary line adjustments to three parcels to create a legal parcel to purchase for itself, and two parcels to be held by the Seller, eliminating dual zoning in the parcel to be purchased by the City and at the same time not be able to eliminate dual zoning in single parcels retained by the Seller and also provide a means to have legal access to a public road for those parcels per their own code? The City should be going out of its way to adhere to its own municipal code and to honor its commitments to the Mills Family. The City of Camas should not be creating new parcels in a Boundary line adjustment that do not have consonant zoning or road access.

8. There is language in the Findings stating that the City cannot agree to the minimum densities being requested by the Applicant because of a lack information regarding critical lands and wetlands in the Mills remainder properties. We have had the submittal for the Comp Plan change in the City Staff hands since early January 2020. Not once has there been any request for this type of information from anyone on the City staff. We have soils studies, archeological studies, wetland, and critical land studies that have been completed by and for a potential Buyer of the property. The Mills and the Buyer will be very happy to provide these studies to the City at the time the Buyer submits for site plan approval. With no approved Comp Plan, or zoning, or road access known it is not reasonable to ask the Mills or the Buyer to submit a site plan or a building plan.

Both the Mills and the Buyer are comfortable moving forward with the Comp Plan Amendment by eliminating any minimum or maximum number of units to be pre-approved, but rather to have the normal City planning processes and requirements determine the number of units that can be approved to be built according to the land characteristics and features and any site plan and building plans to be submitted by a Buyer or builder in the future.

9. If approved, the benefits to the City of Camas and its citizens from the Mill's Family Application for Comp Plan Amendment will include the following:
 - a. The resulting multi-family lands will provide a beautiful, consonant, medium density housing for the Camas area that is in short supply and will be of great long-term benefit to employment development and employers in the area.
 - b. There will be cooperative fulfillment of a long agreed upon and approved plan that will provide benefits to a special tier of Camas residents for years to come.
 - c. Many of the goals envisioned in the Growth Management Act including; Concentrated Urban Growth; Sprawl reduction, Affordable housing, economic development, Private Property Rights, Open Space and recreation, Environmental protection, Early and continuous public participation, Public facilities and services; and Historic preservation, will all have been furthered by the resulting

low-density multi-family development and the adjacent public and historic facilities coming from the cooperation and business agreements between the Mills Family and the City of Camas.

- d. Many of the key goals of the Camas 2035 Vision Plan will be further met including one principal goal:
 - i. **LU-1.1: Ensure the appropriate mix of commercial-, residential-, and industrial-zoned land to accommodate the City’s share of the regional population and employment projections for the 20-year planning horizon.**

10. Finally please consider the following statement from the Mills Family; “The Mills family, not unlike their family members before them, the Pittocks (beginning in 1883) and the Leadbetters, have made personal commitments and investments in support of the public interests of the City of Camas. These commitments and investments have promoted commercial and residential growth; and, conservation and preservation. The Mills and the City of Camas have worked cooperatively and successfully over the last decade. The Mills have honored all agreements with and requests from the City of Camas. The Mills ask only that the City of Camas honor its commitments to the Mills Family and to the Comp Plan for Lacamas North Shore. Please remember, the City’s decisions regarding the Comp Plan Change and road access could be extremely beneficial or detrimental to the Mills family and to the future development of this area.”

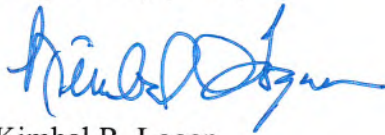
11. Very simply the Mills are asking for approval of the following:

- a. Confirmation that Parcel 5 (see Exhibit 1) owned by the Mills Family is Comp Planned and Zoned as MF-10.
- b. Confirmation that Parcel 6 (see Exhibit 1) owned by the Mills Family is Comp Planned and Zoned as MF-18.
- c. Confirmation that the Mills Family and the City of Camas will work together to construct NE Fargo Street as shown in the original approval of the Dens Subdivision providing a legal public road access to Parcel 5 and Parcel 6.

At the option of the City of Camas, access to NE Fargo Street from Leadbetter Road may be restricted or closed in the future, if and when adequate road access to Parcel 5 and Parcel 6 are provided by the City or other private developers from the North side of Parcel 5 and Parcel 6.

I believe the Mills Family, The City of Camas, and all the citizens of SW Washington should be immensely proud of the once in a lifetime accomplishment that the City's acquisition of the land on the North Shore of Lacamas Lake is. I have no doubt that the Lacamas North Shore area owned by the City, crowned by the Leadbetter House, will become the Central Park of Camas and SW Washington - to be used and revered by the citizens of the area for generations to come. This remarkable accomplishment should not be marred by a lack of recognition of the compromises and agreements that led to the result or unnecessary wrangling over the path to an obviously beneficial long-term outcome.

Respectfully yours,



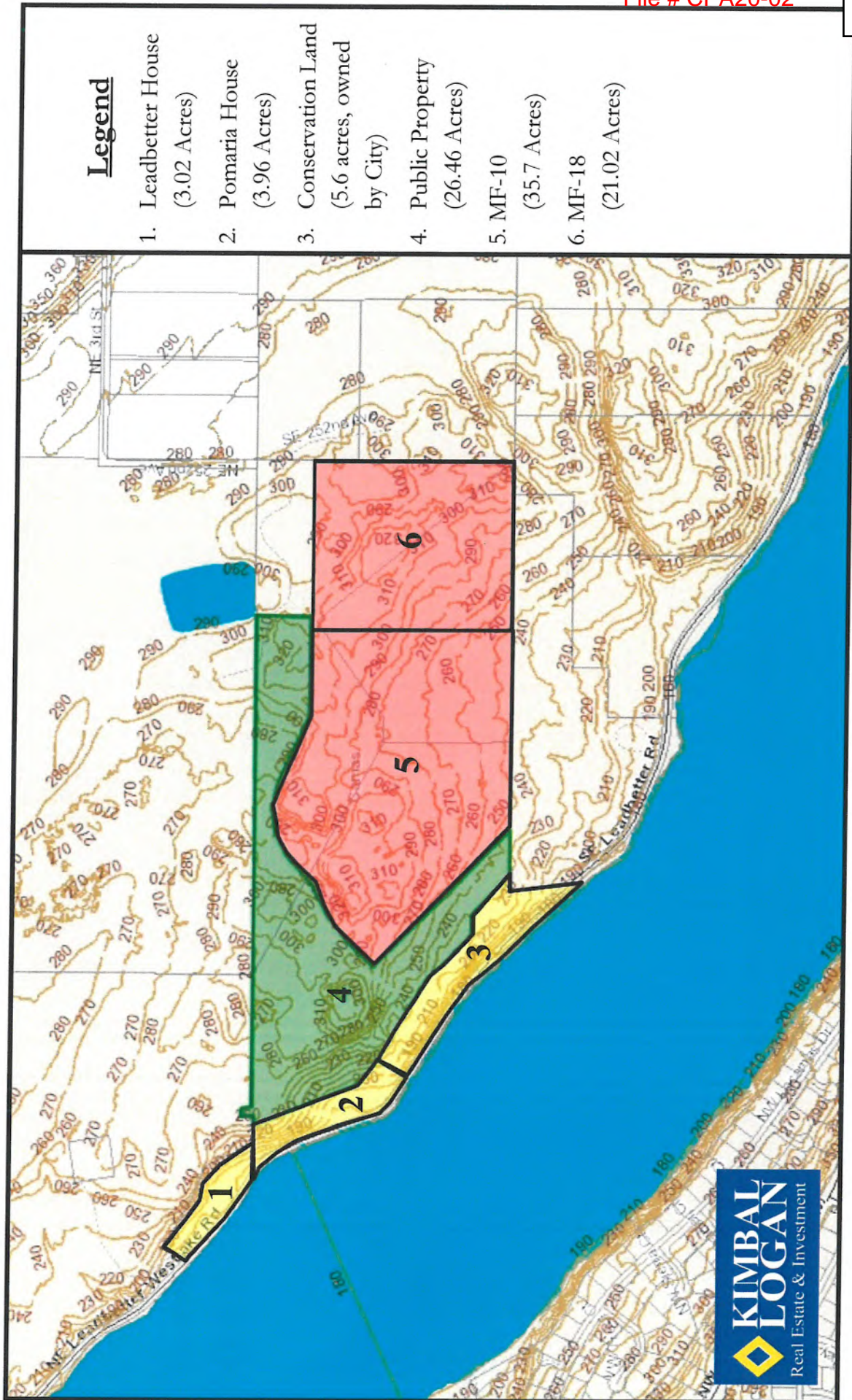
Kimbal R. Logan

Please review the attached Addenda:

1. Exhibit B to PSA Mills Family LLC to City of Camas
2. Purchase and Sale Agreement – Mills Family LLC to City of Camas – **See Section 5.22 last paragraph – City's intent to use best efforts to amend the Comp Plan and zoning consistent with Exhibit B**
3. Letter of Intent – Mills Family LLC to Conservation Fund – **See Section 9.1 – Contingencies and Conditions**
4. Purchase and Sale Agreement – Mills Family LLC to Conservation Fund – **See Section 19 – Conditions and Contingencies to the Sale:**
5. Email from Shawn MacPherson – regarding Seller Conditions to Mills Family LLC sale to City of Camas
6. Email from Phil Bourquin – regarding future zoning of the Mills Family remainder lots at LNS
7. Section of Camas Municipal Code **See Section 17.07.040 Approval Criteria. Section D: legal access to public roads and Section E: cannot create lot with two different zones.**
8. Related maps and documents

Mills Family LLC to City of Camas

Exhibit B (map of new parcels)



PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

This **AGREEMENT OF PURCHASE AND SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS** (the "Agreement") is made and entered into effective as of December 11/30/2018, 2018 (the "Effective Date"), by and between The Mills Family LLC ("Seller"), and The City of Camas, Washington ("Buyer") with reference to the following facts:

RECITALS:

- A. Seller is the owner of that certain real property located in the City of Camas (the " City"), County of Clark (the " County"), State of Washington, consisting of the following five Tax Lots:
 - Tax Lot #38, Section 27, Township 2 North, Range 3 East, Willamette Meridian, also described as Property Identification Number (PIN) 175720000 containing approximately 3.02 acres and containing the approximate approximately 3,864 square foot Leadbetter House plus an approximate 1,152 square foot unfinished basement plus an approximate 1,800 square foot general purpose building, plus a storage shed and gazebo, hereinafter Tax Lot #38.
 - Tax Lot #27, Section 34, Township 2 North, Range 3 East, Willamette Meridian, also described as Property Identification Number (PIN) 177903000 containing approximately 3.96 acres and containing the approximate approximately 1,867 square foot Pomaria House plus an approximate 495 square foot detached garage, hereinafter Tax Lot #27 shall:
 - Tax Lot #7, Section 34, Township 2 North, Range 3 East, Willamette Meridian, also described as Property Identification Number (PIN) 177884000 containing approximately 35.7 acres, hereinafter Tax Lot #7.
 - Tax Lot #8, Section 34, Township 2 North, Range 3 East, Willamette Meridian, also described as Property Identification Number (PIN) 177885000 containing approximately 21.02 acres, hereinafter Tax Lot #8.
 - Tax Lot #28, Section 34, Township 2 North, Range 3 East, Willamette Meridian, also described as Property Identification Number (PIN) 177904000 containing approximately 26.46 acres, hereinafter Tax Lot #28.
- B. It is the intention of the Buyer and Seller to have the Buyer buy from Seller Tax Lot 38, Tax Lot 27, the portion of Tax Lot 7 designated as Public Property in Exhibit B to this Agreement, and the portion of Tax Lot 28 designated as Public Property in said Exhibit B, hereinafter "properties".
- C. The purpose of this Agreement is to set forth the terms and conditions agreed upon between Seller and Buyer with respect to the purchase and sale of the properties.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. **Survey Completion.** In order to create the legal lots of correct size to correspond as closely as possible to the lot lines depicted in Exhibit B, Seller shall hire a licensed surveyor to complete a

Purchase and Sale Agreement**Mills to City of Camas**

Page 2 of 17

survey of the different properties to help create the parcels as depicted. The survey shall be completed to allow timely closing. The costs of the survey work and other special professional services to complete the survey and record the adjusted lots shall be shared by Buyer and Seller equally.

2. **Purchase and Sale.** Subject to the terms and conditions set forth in this Agreement, Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, the properties.

2.1. **Purchase Price.** The purchase price shall be Two Million Five Hundred Thousand Dollars (\$2,500,000).

2.2. **Payment.** The Purchase Price shall be payable as follows:

2.2.1. **Earnest Money Deposit.** Concurrently with the "Opening of Escrow" (as that term is defined below), Buyer shall deposit with "Escrow Holder" (as that term is defined below), in immediately available funds, the amount of Twenty Five Thousand Dollars (\$25,000) (the "Earnest Money Deposit"), which shall be held in an interest bearing account, with interest accruing thereon becoming a part of the Earnest Money Deposit for all purposes hereunder. The Earnest Deposit shall be held by Escrow in accordance with the following instructions: (i) The Deposit shall be considered earnest money and shall be fully refundable to Buyer during the Feasibility Period, as that term is defined in Section 4.1.1 below (the "Earnest Money"); (ii) In the event that Buyer delivers the "Approval Notice," as that term is defined in Section 5.1.1 below, the Earnest Money Deposit shall be deemed non-refundable to Buyer and the Escrow Holder shall promptly release all such Earnest Money to Seller. The Earnest Money Deposit Earnest Money released to Seller hereunder shall be applicable as a credit toward the Purchase Price.

2.2.2. **Remaining Cash Payment.** On or before the Closing Date, Buyer shall deposit with Escrow Holder the full Purchase Price less the amount of the Initial Deposit (\$2,500,000 less \$25,000 or \$2,475,000), plus Buyer's share of the closing costs set forth in Section 5.6 below. All funds deposited in Escrow shall be disbursed by Escrow Holder in accordance with Section 6 below. For purposes of this Agreement, the amount required to be deposited by Buyer for the Closing pursuant to this Section 2.2.2 shall be referred to herein as the "Remaining Cash Payment".

3. **Opening of Escrow.** Concurrently with the mutual execution of this Agreement, Seller and Buyer shall open an escrow (the "Escrow") with First American Title Insurance Company at its Greenwood Drive Branch in Vancouver, WA ("Escrow Holder") with Shelby Cauffman as Escrow Officer, by delivering an executed copy of this Agreement to Escrow Holder. As used in this Agreement, the term "Opening of Escrow" shall mean the date on which a fully executed copy of this Agreement is delivered to Escrow Holder by Seller and Buyer, and Escrow Holder has received the Earnest Money Deposit. Upon receipt of the fully executed copy of this Agreement and the Earnest Money Deposit, Escrow Holder is hereby instructed to open the Escrow, to advise the parties of the date of the Opening of Escrow, to sign the last page of this Agreement, and to deliver a signed copy of the last page of this Agreement to both Seller and Buyer. This Agreement shall constitute escrow instructions to Escrow Holder, together with Escrow Holder's general provisions. If there is any

conflict between the provisions of this Agreement and Escrow Holder's general provisions, the provisions of this Agreement shall control.

4. **CONDITION OF TITLE:**

- 4.1. **Preliminary Title Report.** On or before the end of the Feasibility Period, Buyer shall have approved those covenants, conditions, restrictions, rights of way, easements, reservations and other matters of record, as disclosed in the Preliminary Title Report for the Property to be issued by Escrow Holder (the "Title Company"), promptly following the Effective Date, together with copies of the documents of record evidencing such title exceptions and plotted easements (collectively, the "Title Report"). In the event Buyer objects to or disapproves any exceptions in the Title Report, Buyer shall deliver written notice to Seller of Buyer's objections ("Buyer's Notice") prior to the expiration of the Feasibility Period. Seller shall have five (5) business days from receipt of Buyer's Notice to either (i) cure or agree to cure at or prior to the Closing Buyer's objection(s), or (ii) elect not to cure such objection(s). In the event Seller elects not to cure any of Buyer's objections or fails to respond to Buyer's Notice within such five (5) business day period (which shall be deemed Seller's election not to cure any of Buyer's objections other than monetary encumbrances, as provided below), Buyer shall have five (5) business days thereafter to either: (a) waive such objection(s), or (b) cancel the escrow and terminate this Agreement. In the event of the termination of this Agreement pursuant to the foregoing, Escrow Holder shall promptly disburse any amount remaining in the Due Diligence Fund to Seller, return the Earnest Money to Buyer, and neither party shall have any further rights, duties or obligations under this Agreement, except those that by their express terms survive the termination of this Agreement. The exceptions to title that Buyer approves or is deemed to have approved shall be referred to as "Permitted Title Exceptions;" provided, however, that the Permitted Title Exceptions shall not include, and Seller shall remove at or before the Closing, and shall cause the Property to be delivered free and clear of, any deeds of trusts, mortgages, delinquent taxes and assessments, mechanics' liens and/or any other monetary liens encumbering the Property, and Buyer need not object thereto.
- 4.2. **Buyer's Investigation.** During the term of the Escrow, Buyer shall have the right, at Buyer's sole expense, to conduct such independent investigations as Buyer deems necessary or appropriate concerning the condition, use, sale, development or suitability of the Property for Buyer's intended purposes.
- 4.3. **Right to Enter.** Seller hereby grants to Buyer, and its agents, employees, contractors and consultants, the right to enter upon the Property during the term of the Escrow for the purpose of conducting feasibility studies and physical examinations of the Property at Buyer's sole cost and expense, including environmental testing and soils and geotechnical analyses and tests. Buyer hereby agrees to indemnify, protect, defend and hold Seller and the Property free and harmless from and against any and all loss, cost, liability or expense (including reasonable attorneys' fees) to the extent caused by or arising from such entry by Buyer, its agents, employees, contractors or consultants, upon the Property, and from all mechanic's, material men's and other liens resulting from any such entry; provided that such obligations of Buyer will not apply to the extent any loss, cost, liability or expense (i) is caused by the negligence or intentional misconduct of Seller or its agents, employees, contractors or

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consultants, or (ii) relates to preexisting conditions, including any environmental conditions, affecting the Property that were merely discovered and not exacerbated by Buyer or its agents, employees, contractors or consultants. Buyer shall promptly repair any damage to the Property caused by Buyer, its agents, employees, contractors, or consultants, reasonable wear and tear excepted.

- 4.4. **"As-Is" Sale.** Except for Seller's covenants, representations, warranties and other obligations set forth in this Agreement, Buyer acknowledges and agrees that, in the event Buyer acquires the Property, Buyer is acquiring the Property in its "AS IS" condition.

5. CONDITIONS:

- 5.1. **Conditions for the Benefit of Buyer.** Buyer's obligation to acquire the Property and the Closing of each parcel, shall be conditional and contingent upon the satisfaction, or waiver by Buyer, as and when required below, of each of the following conditions (collectively, the "Buyer Conditions"):

- 5.1.1. **Feasibility Review.** On or before the date that is forty-five (45) days following the Effective Date or January 15, 2019 whichever date is sooner (the "Feasibility Period"), Buyer shall have approved, in Buyer's sole and absolute discretion, the feasibility of Buyer's acquisition and development of the Property based on Buyer's inspection, review and analysis of the Property, the Property Documents and any other documents, materials, studies, reports, agreements, matters of record or otherwise that Buyer desires to review. In the event Buyer approves of its feasibility review of the Property, Buyer shall deliver written notice thereof to Seller and Escrow Holder prior to the expiration of the Feasibility Period (the "Approval Notice"). If Buyer has not delivered the Approval Notice prior to the expiration of the Feasibility Period, or in the event Buyer elects to terminate this Agreement prior to the expiration of the Feasibility Period by written notice of such termination to Seller, this Agreement shall automatically terminate, in which event the Earnest Money Deposit shall be returned to Buyer, and the parties shall have no further rights, duties or obligations under this Agreement, except those that by their express terms survive the termination of this Agreement. In the event Buyer delivers the Approval Notice on or prior to the expiration of the Feasibility Period, this Buyer Condition shall be deemed satisfied for the closing of the Property.
- 5.1.2. **Surveying and Short Platting of the Property.** The new Tax Lots to be purchased by the Buyer shall be created and recorded.
- 5.1.3. **Representations and Warranties.** On the Closing Date, the representations and warranties of Seller set forth in Article 7 below shall be true and correct in all material respects.
- 5.1.4. **No Default.** As of the applicable Closing, Seller shall not be in default under this Agreement.

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- 5.1.5. **Deliveries.** With respect to the Closing, Seller shall have delivered to Escrow Holder those documents and funds required to be delivered by Seller pursuant to Section 5.2 below.
- 5.1.6. **Title Insurance.** Title Company shall be unconditionally committed to issue to Buyer, as of the applicable Closing, an ALTA Standard Owner's Policy of Title Insurance, with liability limits equal to the Purchase Price of the parcel(s) being purchased at such Closing, insuring fee title to such parcel(s) vested in Buyer, subject only to the "Permitted Title Exceptions" (the "Title Policy"). Notwithstanding the foregoing, Buyer shall have the right to obtain an ALTA Extended Owner's Policy of Title Insurance in lieu of the ALTA Standard Owner's Policy of Title Insurance, provided Buyer pays all excess costs in connection therewith and the obtaining of any survey necessary for the substitution of such title policy does not delay the applicable Closing Date.
- 5.1.7. **Approval of Camas City Council.** Closing of this sale is subject to and contingent upon approval of this Agreement by the City of Camas City Council
- 5.1.8. **Failure of Buyer Conditions.** If any of the Buyer Conditions with respect to the parcel(s) being purchased at a Closing has not been satisfied as of the applicable Closing Date, then Buyer shall have the right to (a) waive such Buyer Condition as a condition precedent to the Closing, which waiver must be by written notice to Seller and Escrow Holder prior to the Closing Date, or (b) terminate this Agreement and the Escrow by written notice of termination delivered to Seller and Escrow Holder. In the event of the termination of this Agreement by reason of the failure of any Buyer Condition, the Deposit shall be returned to Buyer, each party shall pay one-half of any escrow and title cancellation charges, and neither party shall have any further rights, duties or obligations under this Agreement.
- 5.2. **Conditions for the Benefit of Seller.** Seller's obligation to sell the Property and the Closing of each parcel, shall be conditional and contingent upon the satisfaction, or waiver by Seller, as and when required below, of each of the following conditions (collectively, the "Seller Conditions"):
 - 5.2.1. **Leadbetter House and Pomaria House.** During the Feasibility Period, Buyer shall confirm to Seller that Buyer intends to use the Leadbetter Properties and the Pomaria Properties for public purposes that meet with the intentions of the Mills Family in selling the properties to a public entity like the Buyer, with the exception of short term residential tenancy at Buyer's discretion. Buyer shall also confirm to Seller that the Leadbetter House will retain the name Leadbetter House and that some type of memorial commemorating the history of the Mills Family and their ancestors and their role in creating and maintaining the property on the Lake will be dedicated on the Property. Use of the property by the City of Camas for retreats, rentals, and outdoor recreation are all uses acceptable to the Mills Family.
 - 5.2.2. **Modification of DA / Comp Plan and Zone Amendment.** At any point prior to or following closing, Seller may pursue modification of the existing Development Agreement by execution of all parties thereto for review and approval by the City,

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subject to the applicable procedural rules and regulations on the condition that in the event the Development Agreement with acceptable signatures is submitted to the City on or before March 1, 2019, the City will use best efforts to include consideration of comp plan zoning consistent with Exhibit B during the 2019 City of Camas annual comp plan review cycle. Should no final amended Development Agreement be recorded by July 15, 2019, the City shall have no further obligations associated with comp plan review for 2019. After closing of the sale herein, the City of Camas would consent to a modified Development Agreement being submitted for consideration and approval by City Council through the requisite public hearing process.

In the alternative, Seller and City agree to proceed in good faith and with best efforts to pursue related Comprehensive Plan amendments and Zoning Map changes during the City of Camas annual review cycle beginning January 2020, with the intent of best efforts to amend the comp plan and zoning consistent with Exhibit B within the same year and upon expiration of the existing Development Agreement.

- 5.2.3. **Failure of Seller Conditions.** If any of the Seller Conditions with respect to the parcel(s) being purchased at a Closing has not been satisfied as of the applicable Closing Date, then Seller shall have the right to (a) waive such Seller Condition as a condition precedent to the Closing, which waiver must be by written notice to Buyer and Escrow Holder prior to the Closing Date, or (b) terminate this Agreement and the Escrow by written notice of termination delivered to Buyer and Escrow Holder. In the event of the termination of this Agreement by reason of the failure of any Seller Condition, the Deposit shall be returned to Buyer, each party shall pay one-half of any escrow and title cancellation charges, and neither party shall have any further rights, duties or obligations under this Agreement.

6. CLOSE OF ESCROW:

- 6.1. **Date of Closing.** Buyer and Seller agree to close this transaction on or before 10 days from the date of Buyer's approval of its Feasibility Review in accordance with Section 4.2 above, but in no event shall any Closing occur after January 31, 2019 (the "Outside Closing Date"), unless the Outside Closing Date has been extended in a writing signed by both Buyer and Seller. In the event Buyer desires to proceed to Closing prior to the Outside Closing Date, Buyer shall provide written notice of such election to Seller and Escrow Holder identifying the Closing Date of such purchase, which Closing Date shall be no earlier than ten (10) days following delivery of such written notice.
- 6.2. **Deliveries by Seller to Escrow Holder.** With respect to each Closing, Seller hereby covenants and agrees to deliver to Escrow Holder, at least one (1) business day prior to the Closing Date applicable to such Closing, the following instruments and documents, the delivery of each of which shall be a condition to the applicable Close of Escrow for the benefit of Buyer:
- 6.2.1. **Grant Deed.** Seller's Statutory Warranty Deed for the parcel being purchased at such Closing (the "Deed") in the form as agreed to by the parties.

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- 6.2.2. **Non-Foreign Certificate.** An affidavit satisfying the requirements of Section 1445 of the Internal Revenue Code of 1986, as amended, and the regulations thereunder, duly executed by Seller (the "Certificate of Non-Foreign Status").
- 6.2.3. **Closing Costs.** Seller's portion of the escrow fees, prorations, and other charges relating to the Closing, except that Seller may instruct Escrow Holder to deduct such closing costs and prorations from the amount due Seller at the Close of Escrow.
- 6.2.4. **Other Documents.** All other documents required hereunder or otherwise reasonably required by Escrow Holder to be deposited by Seller to close the Escrow, including, but not limited to, an Owner's Affidavit regarding the status of the Property and title thereto.
- 6.3. **Deliveries by Buyer to Escrow Holder.** With respect to each Closing, Buyer hereby covenants and agrees to deliver to Escrow Holder, at least one (1) business day prior to the Closing Date applicable to such Closing, the following items, the delivery of each of which shall be a condition to the Close of Escrow for the benefit of Seller:
 - 6.3.1. **Remaining Cash Payment.** The Remaining Cash Payment applicable to the parcel being purchased at such Closing, in immediately available funds.
 - 6.3.2. **Closing Costs.** All funds necessary to pay Buyer's share of the closing costs and prorations for the parcel being purchased at such Closing in accordance with the terms of this Agreement.
 - 6.3.3. **Other Documents.** All other documents required hereunder or otherwise reasonably required by Escrow Holder to be deposited by Buyer to close the Escrow.
- 6.4. **Disbursements and Other Actions by Escrow Holder.** At each Closing, when all required funds and documents applicable to such Closing have been deposited into Escrow by the appropriate parties, Escrow Holder shall promptly undertake each of the following actions in the following order:
 - 6.4.1. **Record the Deed.** Cause the Deed to be recorded in the Official Records of the County;
 - 6.4.2. **Disburse Closing Funds.** Disburse all funds deposited with Escrow Holder by Buyer in payment of the Purchase Price (including, with respect to the Final Closing, the applicable portion of the Deposit), and in payment of Buyer's share of any Escrow closing costs and prorations, as follows:
 - 6.4.3. **Disburse Seller Proceeds.** Disburse to Seller the Purchase Price due Seller less the amount of all items chargeable to the account of Seller, including, without limitation, the amount of any deeds of trust, mechanic's liens or other monetary encumbrances to be paid by Seller, and Seller's share of any Escrow closing costs and prorations;
 - 6.4.4. **Disburse Buyer's Expenses or Proceeds.** Deduct from the Remaining Cash Payment all items chargeable to the account of Buyer, including, without limitation, Buyer's share of Escrow closing costs and all other such items chargeable to the account of Buyer, returning the excess of such funds, if any, to Buyer;

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- 6.4.5. **Deliver Copies of Buyer's Documents.** Deliver a conformed copy of the Deed, a copy of the Certificate of Nonforeign Status, and copies of all other closing documents to Buyer;
- 6.4.6. **Deliver Copies of Seller's Documents.** Deliver copies of all closing document to Seller; and
- 6.4.7. **Deliver Title Policy.** Cause the Title Policy to be issued and delivered to Buyer.
- 6.5. **Escrow Cancellation.** If Escrow is not in condition to close each escrow by the agreed upon Closing Date, Escrow Holder shall continue to comply with the instructions contained herein until a written demand has been made by a party hereto for the cancellation of the Escrow, as described below. Escrow Holder shall notify the other party of any such demand.
- 6.6. **Costs and Prorations.**
- 6.6.1. **Escrow and Other Costs.** Buyer shall share equally the Escrow Holder's escrow fees for the Escrow. Buyer shall bear the cost of all documentary transfer taxes. Seller shall pay cost of the of the ALTA Standard Title Policy. Buyer shall pay the additional cost of any extended coverage (including without limitation any additional survey cost), ALTA lender's or other title policy in excess of the cost of the ALTA Standard Title Policy, including the cost of any title endorsements desired by Buyer. Buyer and Seller shall each bear their own respective legal and accounting costs, if any, outside of Escrow. All recording costs or fees and all other costs or expenses not otherwise provided for in this Agreement shall be paid pursuant to normal charges as determined by the Escrow Officer. As provided by law, this transaction will be exempt from any real estate excise tax.
- 6.6.2. **Property Taxes and Assessments.** If applicable and otherwise not exempt by law, Purchaser shall assume and pay when due all deferred open space, timber or other deferred taxes or assessments for the Property including, but not limited to, so-called "Rollback" or "Recapture" taxes which may become due upon transfer of the Property. At Closing, excepting the deferred taxes and assessments being assumed by Purchaser, all general and special taxes, assessments, fees and charges of any type (including without limitation, any for water, sewer, irrigation and special districts) including Real Property taxes and assessments shall be prorated between Purchaser and Seller as of the date of Closing.
- 6.7. **Reporting Responsibilities.** Any returns, statements or reports required to be filed under Section 6045(e) of the Internal Revenue Code of 1986 (or any similar reports required by state or local law) relating to the Property shall be filed by Escrow Holder. In no event shall this Agreement be construed so as to require that such returns, reports or statements be filed by Buyer or Buyer's counsel, or by Seller or Seller's counsel. Escrow Holder shall provide evidence to Buyer and Seller of its compliance with the provisions of this Section 6.7.
7. **REPRESENTATIONS and WARRANTIES OF SELLER.** Seller hereby represents and warrants to Buyer as of the date of this Agreement, as follows:

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- 7.1. **Due Formation: Requisite Action.** Seller has legal title to the Property and has the legal power, right and actual authority to bind Seller to the terms hereof.
 - 7.2. **Enforceability.** This Agreement constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting or limiting rights of contracting parties generally.
 - 7.3. **No Conflict.** Neither this Agreement nor the consummation of the transactions contemplated by this Agreement will violate, be in conflict, or otherwise result in a default under any agreement or instrument to which Seller is a party or by which Seller is bound, or any judgment, decree, order, statute, rule or regulation applicable to Seller.
 - 7.4. **Income Tax Information.** Seller is not a non-resident alien, a foreign corporation, a foreign partnership, a foreign trust, or a foreign estate (as those terms are defined in the United States Internal Revenue Code and Income Tax Regulations) for purposes of United States income taxation.
 - 7.5. **Hazardous Materials.** Seller has not introduced, or knowingly permitted any other party to introduce, any hazardous materials, hazardous substances or hazardous waste on or under the Property, and Seller has no actual knowledge of the past or present existence of any hazardous materials, hazardous substances or hazardous waste on or under the Property.
 - 7.6. **Litigation.** There is no pending or, to Seller's actual knowledge, threatened lawsuits, legal actions, administrative proceedings, or claims affecting or relating to the Property or any portion thereof.
 - 7.7. **Condemnation.** There are no condemnation proceedings, eminent domain proceedings or similar actions or proceedings now pending against the Property, and, to Seller's actual knowledge, Seller is not aware that any such proceedings or actions have been threatened against the Property.
 - 7.8. **No Rights.** Seller has not granted any option, right of first refusal, or other similar rights to acquire the Property or any portion thereof to any other person or entity, and has not entered into any lease for all or any portion of the Property with any other person or entity, and Seller has no actual knowledge of any lease of or claim of right to possession of the Property or any portion thereof. There exists no contract, option, right of first refusal, or other agreement or instrument of any kind which grants to any person or entity other than Buyer the present or future right to purchase or otherwise acquire any interest in the Property or any part thereof.
 - 7.9. **No Survival.** The representations and warranties of Seller contained in this Article 7 and any other representations and warranties of Seller contained elsewhere in this Agreement shall be true and correct on and as of the date of this Agreement and shall be true and correct on and as of the date of each Closing.
8. **REPRESENTATIONS AND WARRANTIES OF BUYER.** Buyer hereby represents and warrants to Seller as of the date of this Agreement, as follows:

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- 8.1. **Due Formation; Requisite Action.** Buyer is a legal entity in the State of Washington. Buyer has taken all necessary action to authorize the execution, delivery and performance of this Agreement. The individuals executing this Agreement on behalf of Buyer have the legal power, right and actual authority to bind Buyer to the terms hereof.
- 8.2. **Enforceability.** This Agreement constitutes the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting or limiting rights of contracting parties generally.
- 8.3. **No Conflict.** Neither this Agreement nor the consummation of the transaction contemplated by this Agreement will violate, be in conflict, or otherwise result in a default under any agreement or instrument to which Buyer is a party or by which Buyer is bound, or any judgment, decree, order, statute, rule or regulation applicable to Buyer.
- 8.4. **No Survival.** The representations and warranties of Buyer contained in this Article 8 and any other representations and warranties of Buyer contained elsewhere in this Agreement shall be true and correct on and as of the date of this Agreement and shall be true and correct on and as of the date of each Closing.

9. **CERTAIN OBLIGATIONS REGARDING PROPERTY.**

- 9.1. **General Assignment and Bill of Sale.** Seller agrees on closing to assign to Buyer all of Seller's right, title and interest, if any, in and to all warranties, guaranties, indemnities, licenses, permits, plans, maps, deposits, credits, reimbursements, approvals, and rights pertaining to the parcel(s) being purchased at such Closing.
- 9.2. **Processing of Entitlements.** From and after the date hereof, both Buyer and Seller shall have the right to process entitlements with the City and other appropriate governmental agencies necessary for the development of the Property they will end up owning as contemplated by each. Seller and Buyer agrees to cooperate with each other in connection with all aspects of the processing of the entitlements necessary for their respective Properties and agrees to assist each other as needed in connection with each party's efforts to obtain necessary governmental approvals for such entitlements, including executing any and all applications to the City and other governmental agencies and signing such other documents as may be reasonably requested by either party to process the approval of such entitlements.
- 9.3. **Property Entitlements.** In the event the consent of the City or any other governmental entity is required to transfer any agreements or entitlements relating to the development of the Property from Seller to Buyer, Seller and Buyer agree to cooperate to obtain any such consent from the City or other governmental agency as necessary for the transfer of such rights and benefits to Buyer to be effective at the Close of Escrow. Seller agrees not to amend, modify or terminate any agreements or entitlements applicable to the Property without the prior written consent of Buyer, which consent shall not be unreasonably withheld or delayed.
- 9.4. **Access to Remainder Property.** After the closing of the sale herein to Buyer, Seller will still own the unsold remaining portions of Tax Lots 0000177884 and 0000177885 (the "Remainder Property"). Buyer agrees to grant Seller or future potential Purchasers of said Remaining

Property access through the Buyer's Property purchased for the purpose of making surveys, soil studies, archeological studies, or other normal feasibility studies related to the development of the Remainder Property upon reasonable conditions to be established by Buyer for a period not to exceed one year. Seller or any future prospective Purchaser of the Remainder Property shall agree to hold Buyer harmless from any liability coming from such investigations and to return the Buyer Property to its original condition or better on conclusion of such investigations.

10. DEFAULT.

10.1. **Buyer's Default.** In the event the Final Closing for either the Purchase of Parcel 1 or Parcel 2 does not occur by the Closing Date agreed upon herein by reason of the Default of Buyer, which default is not cured within ten (10) business days after written notice is given by Seller to Buyer, Seller shall be entitled to the following remedies; (i) to enforce Specific Performance of this Agreement or (ii) to other relief to which Seller may otherwise be entitled by virtue of this Agreement or by operation of law arising by reason of Buyer's Default or, (iii) to terminate this Agreement and the Escrow by giving written notice to Buyer and Escrow Holder and to receive the Deposit(s) in Escrow as Liquidated Damages. In the event Seller chooses to terminate the Agreement on Buyer's Default and to accept the Earnest Money Deposit(s) as Liquidated Damages, then Seller and Buyer agree to recognize and acknowledge that the Property has been and will be removed from the market for a substantial period of time by reason of this Agreement, that Seller is relying on Buyer's Agreement to purchase both Parcel 1 and Parcel 2 of the Property, and that Seller would otherwise suffer substantial detriment in the event Buyer fails to perform Buyer's obligations under this Agreement. Buyer specifically agrees that Seller shall be entitled to compensation for the detriment that would be caused to Seller by reason of Buyer's Default hereunder thereby allowing the remedies provided to Seller herein.

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Seller's Initials

Buyer's Initials

10.2. **Seller's Default.** If Seller defaults in performing Seller's obligations hereunder which default is not cured within ten (10) business days after written notice is given by Buyer to Seller, Buyer shall be entitled, as Buyer's sole and exclusive remedy, to (i) waive the contractual obligations of Seller in writing and proceed to Closing; (ii) extend the time for performance by such period of time as may be mutually agreed upon in writing by the Parties hereto; (iii) terminate this Agreement and receive a return of the Deposit made prior to such termination (including any amounts released to Seller prior to such termination), in which event the parties shall be released therefrom and have no further rights, obligations, or responsibilities under this Agreement, except for those obligations that by their express terms survive termination of this Agreement; or (iv) enforce specific performance of this Agreement. Seller shall not be liable for, and Buyer hereby waives and covenants not to assert any right to seek or obtain, any consequential, incidental, exemplary, or punitive damages as a result of Seller's breach of this Agreement. Any lawsuit for specific performance must be filed (if Buyer elects to pursue such remedy) within ninety (90) days following Seller's breach of this Agreement, and Buyer's failure to file such lawsuit within that time period shall constitute an irrevocable election by

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Buyer not to pursue its remedy of specific performance, in which event this Agreement shall automatically terminate, the Deposit shall be returned to Buyer (including any amounts released to Seller), and neither party shall have any further rights or obligations under this Agreement, except those that by their express terms survive the termination of this Agreement. Notwithstanding anything to the contrary herein, this limitation on remedies does not apply to any indemnity provision in favor of Buyer or breach of any representation or warranty of Seller provided for in this Agreement, and Buyer is entitled to recover its actual, direct damages from such breach, but in no event shall Buyer be entitled to recover any consequential, incidental or punitive damages for any breach by Seller of any obligations under this Agreement. This Section 9.2 shall survive the Closing(s) or earlier termination of this Agreement.

- 11. **BROKER'S COMMISSION.** In connection with this Agreement, on Closing, Seller shall pay a real estate brokerage commission to Kimbal Logan (the "Broker") pursuant to the terms of a separate agreement between Seller and Kimbal Logan Real Estate & Investment. Said commission shall be paid in cash on closing through Escrow. Seller and Buyer each represents to the other that, except for Seller's Broker (whose real estate commission shall be the sole obligation of Seller, as provided above), no brokerage commission, finder's fee or other compensation of any kind is due or owing to any person or entity in connection with the transactions covered by this Agreement. Each party agrees to and does hereby indemnify, defend and hold the other free and harmless from and against any and all costs, liabilities, losses, damages, claims, causes of action or proceedings (including reasonable attorneys' fees) which may result from any other broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of the indemnifying party in connection with this transaction.
- 12. **POSSESSION.** Possession of each parcel comprising the Property shall be delivered to Buyer at the Closing of such parcel, in the condition required pursuant to the provisions of this Agreement, subject only to the Permitted Title Exceptions.
- 13. **MISCELLANEOUS.**
 - 13.1. **Attorneys' Fees.** If any legal action is instituted between Seller and Buyer in connection with this Agreement, the prevailing party shall be entitled to recover from the losing party all the prevailing party's costs and expenses incurred, including court costs and reasonable attorneys' and expert witness' fees.
 - 13.2. **Further Documents and Acts.** Each of the parties hereto agrees to cooperate in good faith with each other, and to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.
 - 13.3. **Entire Agreement.** This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

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Purchase and Sale Agreement

Mills to City of Camas

13.4. **Notices.** All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing (including faxed or emailed communications) and shall be (as elected by the person giving such notice) hand delivered by messenger or sent by overnight courier service, or sent by facsimile or email transmission, addressed as follows:

If to Buyer: Peter Capell
City Administrator
The City of Camas Washington
616 NE 4th Avenue, Camas, Washington 98607
Telephone: (360) 834-6864 Email: administration@cityofcamas.net

With a copy to: Shawn MacPherson
City Attorney
Knapp, O'Dell & MacPherson
430 NE Everett Street, Camas, Washington 98607
Telephone: (360) 834-4611 Email: macphersonlaw@comcast.net

If to Seller: John Mills
Address: 2738 NE 31st Ave
Address: Portland, OR 97212-3604
Telephone: 503-577-8084 Email address: pakjam@gmail.com

With a copy to: Michael Mills
Address: 1930 SW River Drive, #506
Address: Portland, Oregon 97201-8055
Telephone: 503-522-1269 Email address: mpmills18@gmail.com

If to Escrow Holder: First American Title Insurance Company
7710 NE Greenwood Drive, Suite 160, Vancouver, WA 98662
Attention: Shelby Caufman
Telephone: (360) 553-3013 Email address: scaufman@firstam.com

13.5. **Further Documents and Acts.** Each of the parties hereto agrees to cooperate in good faith with each other, and to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

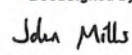
13.6. **Entire Agreement.** This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

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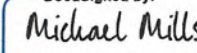
- 13.7. **Governing Law.** This Agreement has been negotiated and executed in the States of Oregon and Washington and shall be governed by and construed in accordance with the laws of the State of Washington.
- 13.8. **Invalidity of Provision.** If any provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of the Agreement as a whole; provided that the invalidity or unenforceability of such provision does not materially adversely affect the benefits accruing to, or the obligations imposed upon, any party hereunder.
- 13.9. **Amendments.** No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing by both Buyer and Seller.
- 13.10. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.
- 13.11. **Construction of Agreement.** The agreements contained herein shall not be construed in favor of or against either party but shall be construed as if both parties prepared this Agreement.
- 13.12. **Binding Effect.** This Agreement shall be binding only upon its execution and delivery by both Seller and Buyer.

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the day and year first above written.

SELLER: MILLS FAMILY LLC

By: ^{DocuSigned by:}


 4BD602D182104B4...
John Mills
Its Member

By: ^{DocuSigned by:}


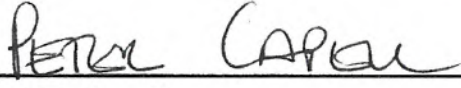
 A667FDD6A37E427...
Michael Mills
Its Member

Purchase and Sale Agreement

Mills to City of Camas

Page 15 of 17

BUYER: THE CITY OF CAMAS WASHINGTON

By: 
Pete Capell
City Administrator

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Purchase and Sale Agreement

Mills to City of Camas

Page 16 of 17

ESCROW CONSENT:

First American Title Insurance Company, the Escrow Holder under this Agreement, hereby agrees to (i) accept the foregoing Agreement, (ii) be Escrow Holder under the Agreement, and (iii) be bound by the Agreement in the performance of its duties as Escrow Holder. Pursuant to Article 2 of the Agreement, November _____, 2018 is the date of the Opening of Escrow and the Escrow Number for this transaction is _____

"Escrow Holder"

FIRST AMERICAN TITLE INSURANCE COMPANY

Dated: _____

By: _____

**Shelby Cauffman
Its Escrow Officer**

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Purchase and Sale Agreement

Mills to City of Camas

Page 17 of 17

**EXHIBIT "A" to
AGREEMENT OF PURCHASE AND SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS
Legal Descriptions:**

Correct legal descriptions for each property being purchased sale to be supplied in escrow from the survey to be completed.

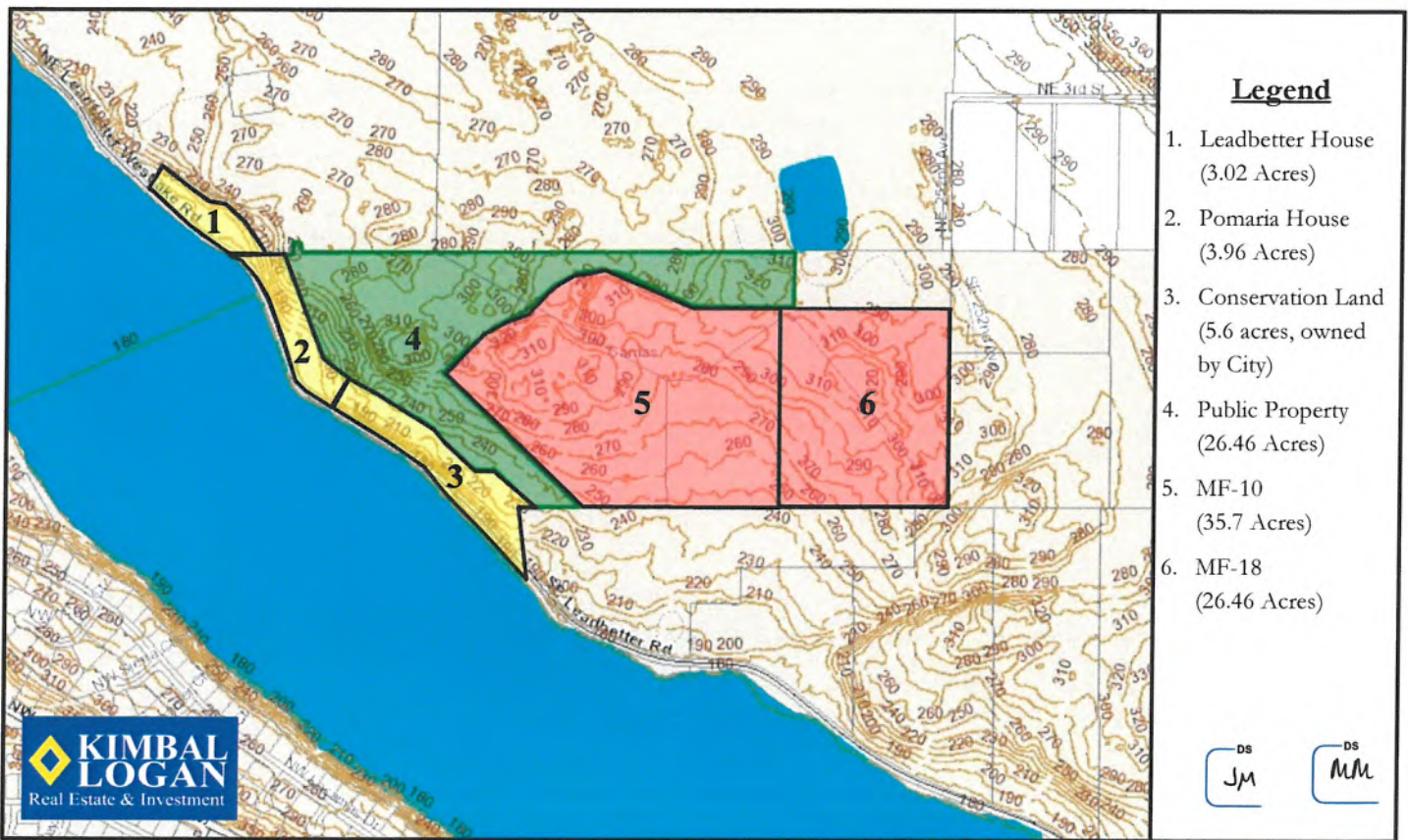
See Exhibit B for a map and further description.

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DocuSign Envelope ID: 1CF09EEA-A0E6-4067-9D64-EA599ACF0A13

Mills Family LLC to City of Camas Exhibit B (map of new parcels)



Kimbal Logan

From: Peter Capell <PCapell@cityofcamas.us>
Sent: Thursday, October 17, 2019 12:17 PM
To: Kimbal Logan; Shawn MacPherson (macphersonlaw@comcast.net); Cathy Huber Nickerson
Cc: mpmills18@gmail.com; 'John Mills'; Peter Capell
Subject: RE: Money due to Minister Glaeser for surveying of the Mills Property lot line adjustments

Cathy,

Please process this payment for half of the survey for the Mill property acquisition.

Thanks,
Pete

From: Kimbal Logan [mailto:kimbal@klreico.com]
Sent: Wednesday, October 16, 2019 5:50 PM
To: Shawn MacPherson (macphersonlaw@comcast.net) <macphersonlaw@comcast.net>
Cc: Peter Capell <PCapell@cityofcamas.us>; mpmills18@gmail.com; 'John Mills' <pakjam@gmail.com>; Kimbal Logan <kimbal@klreico.com>
Subject: Money due to Minister Glaeser for surveying of the Mills Property lot line adjustments

Shawn, Pete, Michael and John,

Pursuant to the terms of the purchase and sale agreement between The City of Camas and the Mills Family LLC each principal in the transaction is responsible for one half of the costs of the surveying of the Property to allow for the sale to occur. I have attached a copy of the Purchase and Sale Agreement for your review. The pertinent Section in the PSA regarding the surveying the sharing of survey costs ins in Section 1 on pages 1 and 2 of the document. I have also attached a copy of the final bill from Minister and Glaeser, plus a copy of a breakdown of the billing events.

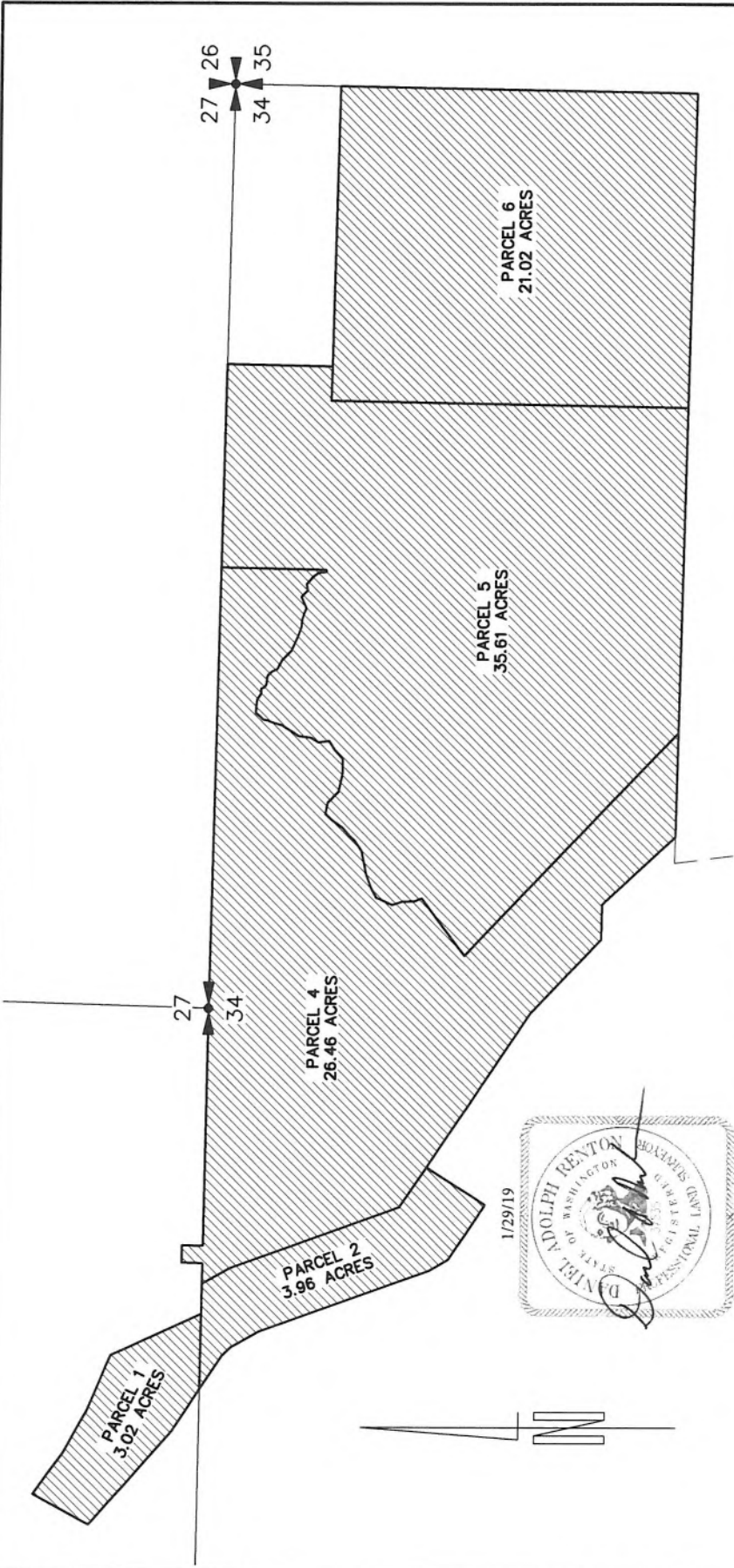
The total final bill is \$23,487.50. Therefore the Mills Family LLC owes \$11,743.75 to Minister Glaeser and the City of Camas owes a like \$11,743.75. Please pay your portion of the bill directly to Minister Glaeser and please copy me on the transmittal since my name is on the bill.

Thanks for your cooperation on this great accomplishment for both The City of Camas and the Mills Family LLC.

Kimbal R. Logan
360.718.8924 - Office
360.904.9090 - Cell
kimbal@klreico.com - Email

NOTICE OF PUBLIC DISCLOSURE: This e-mail account is public domain. Any correspondence from or to this e-mail account may be a public record. Accordingly, this e-mail, in whole or in part may be subject to disclosure pursuant to RCW 42.56, regardless of any claim of confidentiality or privilege asserted by an external party.

Item 9.



LINE	BEARING	DISTANCE
L51	N 50°00'00" W	28.00'
L52	N 38°00'00" W	20.00'
L53	N 05°00'00" W	21.00'
L54	N 88°55'49" W	5.80'
L55	N 00°44'11" E	60.00'
L56	S 89°15'49" E	50.00'
L57	S 00°44'11" W	60.00'

LINE	BEARING	DISTANCE
L41	N 62°00'00" W	29.00'
L42	N 45°00'00" W	36.00'
L43	N 66°00'00" W	45.00'
L44	N 70°00'00" W	29.00'
L45	N 84°00'00" W	24.00'
L46	N 71°00'00" W	19.00'
L47	N 64°00'00" W	14.00'
L48	S 63°00'00" W	36.00'
L49	N 46°00'00" W	26.00'
L50	S 81°00'00" W	18.00'

LINE	BEARING	DISTANCE
L31	N 85°00'00" W	17.00'
L32	N 83°00'00" W	22.00'
L33	N 87°00'00" W	20.00'
L34	N 88°00'00" W	14.00'
L35	N 26°00'00" W	9.00'
L36	N 52°00'00" W	10.00'
L37	N 86°00'00" W	13.00'
L38	N 83°00'00" W	13.00'
L39	N 44°00'00" W	15.00'
L40	N 27°00'00" W	20.00'

LINE	BEARING	DISTANCE
L21	S 07°00'00" E	30.00'
L22	S 30°00'00" W	26.00'
L23	S 08°00'00" W	35.00'
L24	S 34°00'00" W	21.00'
L25	S 31°00'00" W	37.00'
L26	S 15°00'00" W	23.00'
L27	S 21°00'00" W	20.00'
L28	S 15°00'00" W	12.00'
L29	S 43°00'00" W	18.00'
L30	S 37°00'00" W	12.00'

LINE	BEARING	DISTANCE
L11	S 41°00'00" W	17.00'
L12	S 49°00'00" W	34.00'
L13	S 36°00'00" W	35.00'
L14	S 42°00'00" W	28.00'
L15	N 79°00'00" W	33.00'
L16	N 47°00'00" W	44.00'
L17	N 78°00'00" W	53.00'
L18	N 90°00'00" W	42.00'
L19	S 49°00'00" W	34.00'
L20	S 56°00'00" W	30.00'

LINE	BEARING	DISTANCE
L1	S 23°00'00" E	22.00'
L2	S 02°00'00" E	34.00'
L3	S 17°00'00" E	30.00'
L4	S 23°00'00" W	33.00'
L5	S 25°00'00" W	18.00'
L6	S 62°00'00" W	33.00'
L7	S 70°00'00" W	41.00'
L8	S 60°00'00" W	34.00'
L9	S 77°00'00" W	33.00'
L10	S 56°00'00" W	36.00'

PREPARED BY:
MINISTER-GLAESER
SURVEYING INC.
2200 E. EVERGREEN BLVD.
VANCOUVER, WA 98661
(360) 694-3313

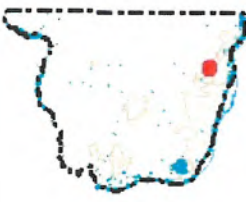
EXHIBIT " "
MILLS FAMILY LLC
BOUNDARY LINE ADJUSTMENT
ALL PARCELS

SCALE: 1"=300'
JOB NO. 18-481
DATE: 01-29-19
DWG FILE: 18481EX1
DRAWN BY: RDH

Item 9.

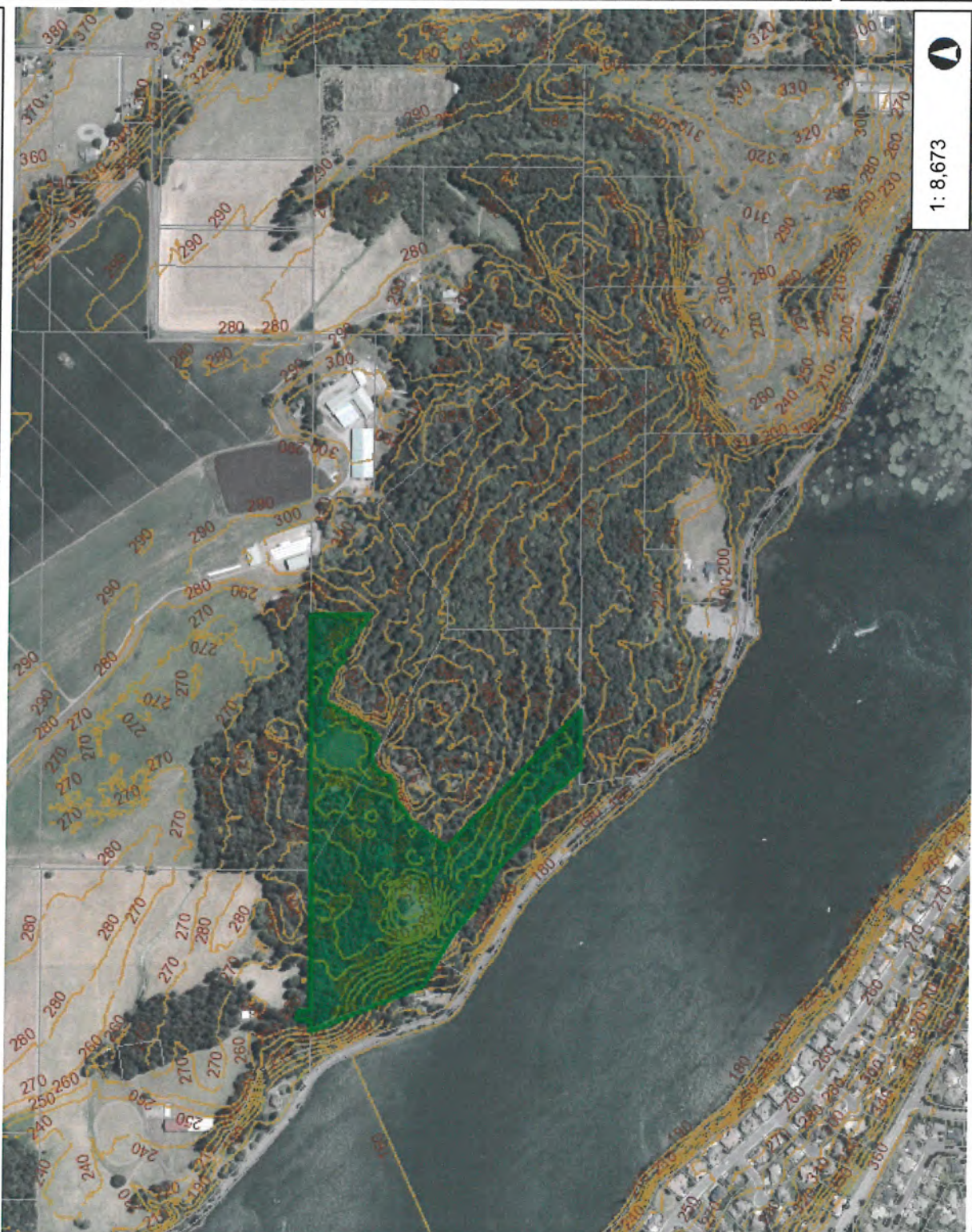


Camas Purchase from Mills



- Legend**
- Taxlots
 - Contour Lines - 10 ft
 - Cities Boundaries
 - Urban Growth Boundaries

Notes:
26.46 acres



This map was generated by Clark County's "MapsOnline" website. Clark County does not warrant the accuracy, reliability or timeliness of any information on this map, and shall not be held liable for losses caused by using this information.

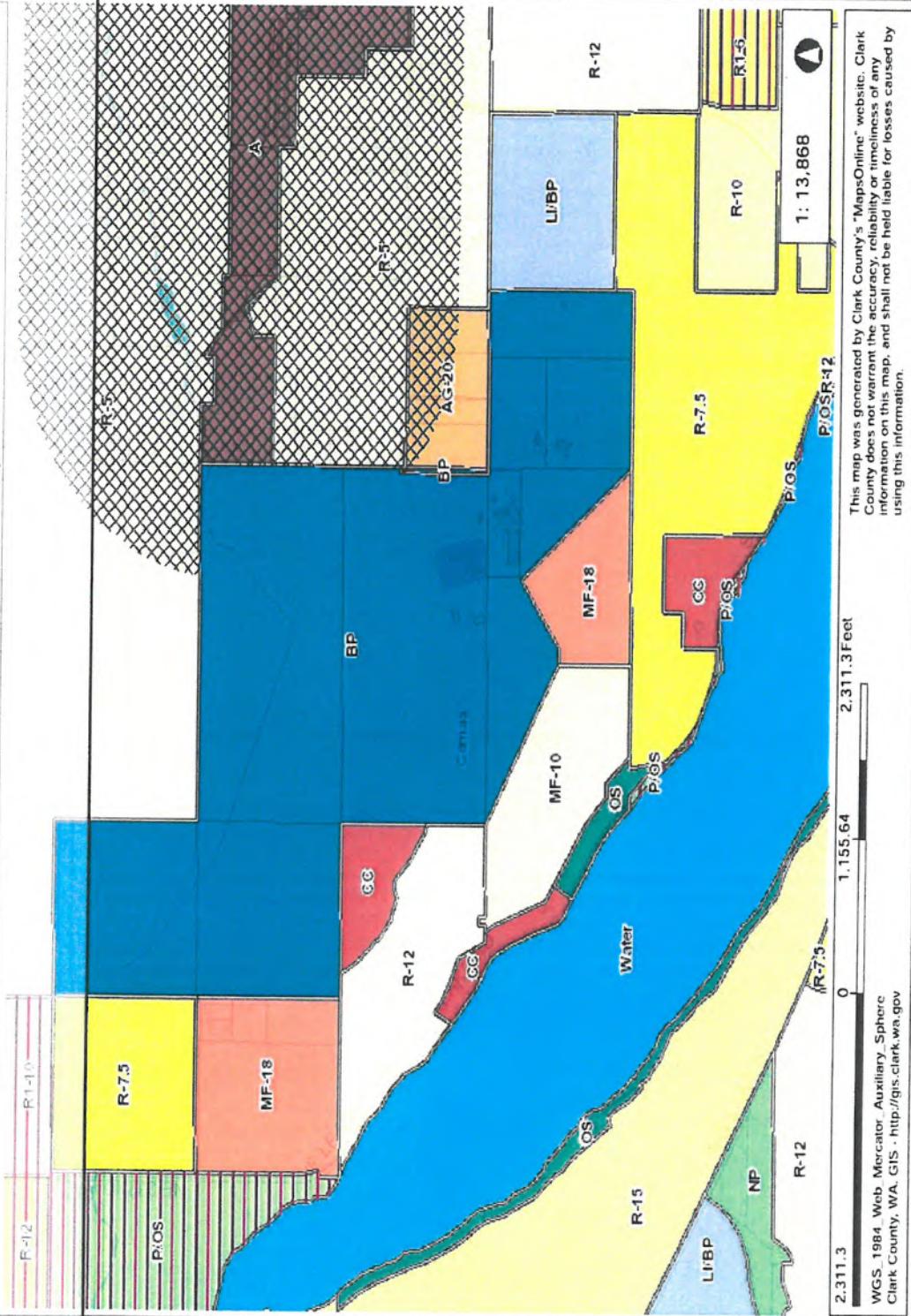
1,445.5 Feet
0 722.76 1,445.5 Feet

WGS 1984 Web Mercator Auxiliary Sphere
Clark County, WA. GIS - <http://gis.clark.wa.gov>



4901 NW Camas Meadows Dr. #200
Camas, WA, 98607

Lacamas Northshore in Camas, WA

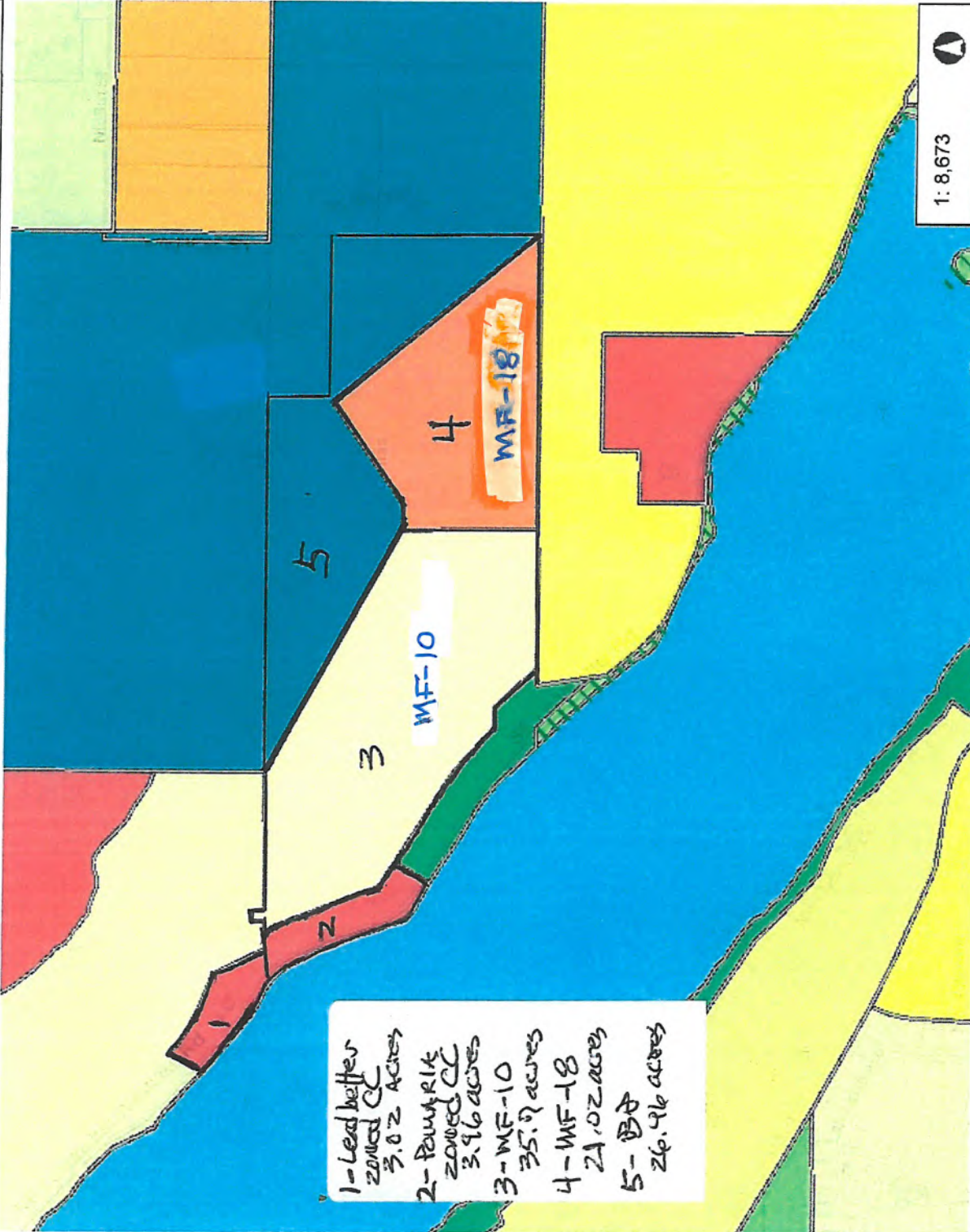


Comprehensive Zoning Map of LNS

of COMPREHENSIVE PLAN

CONTACT Kimbal R Logan
360.904.9090
kimbal@kimballogan.com

Mills Family Properties - Existing Plan



1- Lead buffer
zoned CC
3.02 acres

2- Pump Pit
zoned CC
3.96 acres

3- MF-10
35.7 acres

4- MF-18
21.02 acres

5- B₁
26.96 acres

Legend

Comprehensive Plan Overlay

- Urban Reserve
- Urban Holding
- Railroad Industrial Urban Reserve
- Surface Mining
- Columbia River Gorge Scenic Area
- Rural Center Mixed Use

Comprehensive Plan - Outline

Comprehensive Plan

- Urban Low Density Residential
- Urban Medium Density Residential
- Urban High Density Residential
- Mixed Use
- Commercial
- Industrial
- Heavy Industrial
- Public Facility
- Bonneville Power Administration
- Mixed use - Residential
- Mixed use - Employment
- Downtown
- Neighborhood Commercial
- Community Commercial
- General Commercial

Notes:

1: 8,673

This map was generated by Clark County's "MapsOnline" website. Clark County does not warrant the accuracy, reliability or timeliness of any information on this map, and shall not be held liable for losses caused by using this information.

1,445.5 0 722.76 1,445.5 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
Clark County, WA, GIS - <http://gis.clark.wa.gov>

Shawn MacPherson <macphersonlaw@comcast.net>

9/21/2018 12:14 PM

City of Camas - Mills Property

To kimbal001@gmail.com Copy shawn MacPherson <macphersonlaw@comcast.net> •
tpinit@conservationfund.org • phurt@conservationfund.org • Pete Capell <pcapell@cityofcamas.us> •
Jerry Acheson <jacheson@cityofcamas.us> • Phil Bourquin <pbourquin@cityofcamas.us>

Kimbal:

Thank you for meeting with us the other day. In reference to Section 19.1 of the Purchase & Sale Agreement, the City would propose the following language:

19.1 Seller Conditions. At any point prior to or following closing, Seller may pursue modification of the existing Development Agreement by execution of all parties thereto for review and approval by the City, subject to the applicable procedural rules and regulations. In the alternative, Seller and City agree to proceed in good faith and with best efforts to pursue related Comprehensive Plan amendments and Zoning Map changes as generally outlined in the attached Exhibit "B" prior to the expiration of the Development Agreement on May 16, 2020.

Further, for consistency, while the Development has been executed by a number of parties, Item 1 will need to be revised according to the following:

Item 1. The parties to the Development Agreement agree to pursue the Comprehensive Plan and Zoning Map changes as shown in the attached Exhibit "B". The City shall utilize best efforts and in good faith to allow for the amendment of the Comprehensive Plan and Zoning Map prior to May 16, 2020, generally consistent with the map set forth in Exhibit "B".

Thank you, and please contact me if you have any questions.

Shawn R. MacPherson
Attorney at Law
430 NE Everett Street
Camas, WA 98607
360-834-4611

Circular 230 Notice: This communication may not be used by you or any other person or entity for the purpose of avoiding any federal tax penalties.

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Kimbal Logan

From: Phil Bourquin <PBourquin@cityofcamas.us>
Sent: Friday, December 6, 2019 3:27 PM
To: Jerry Acheson; Kimbal Logan; John Mills
Cc: Barry McDonnell; Heather Rowley
Subject: RE: Legacy Lands - Mills-leadbetter Property

Jerry - Thanks for appropriately forwarding this my way.

All –

I recently chatted with Kimbal. We discussed the Mills property and the purchase and sale agreement in which the City acquired lands from the Mills as part of the Legacy Lands Project. That Purchase and Sale Agreement clearly articulated and anticipated the need for a Comprehensive Plan Amendment both in terms of the City acquired property and the remaining Mills holdings. The Northshore Subarea Plan will designate these lands consistent with agreed upon terms of the purchase and sale agreement through this comprehensive process.

The Mills family has an important story to tell that is tied in with the heritage of Camas and worth sharing. I have encouraged Kimbal to share that story through the Subarea plan process and with the Mayor. Both Mayor Barry and I look forward to hearing more on that.

It is my understanding the Mayors schedule is quite full until after the new year and Staff is hard at work managing these commitments. I am certain we will meet as soon as possible and I know Heather is working diligently to that end and see no immediate conflict with the January 7th Legacy Lands meeting.

My best,



Phil Bourquin
Community Development Director
616 NE 4th Avenue
Camas, WA 98607
www.cityofcamas.us | pbourquin@cityofcamas.us
Phone: 360.817.1562

From: Jerry Acheson <JAcheson@cityofcamas.us>
Sent: Friday, December 6, 2019 2:32 PM
To: Phil Bourquin <PBourquin@cityofcamas.us>
Subject: FW: Legacy Lands - Mills-leadbetter Property

FYI

From: Michael Mills <mpmills18@gmail.com>
Sent: Friday, December 6, 2019 2:16 PM
To: Rogers, Juanita <juanita.rogers@wsp.com>
Cc: Jerry Acheson <JAcheson@cityofcamas.us>; sean.vergillo@daimler.com; Patrick.Lee@clark.wa.gov; Kevin.Tyler@clark.wa.gov; Julie.Mueller@camas.wednet.edu; Steve.Lorenz@vansd.org; cassi.r.marshall@gmail.com; droix@columbialandtrust.org; nickkralj@hotmail.com; Sarah Fox <SFox@cityofcamas.us>; Steve Wall

17.07.040 - Approval criteria.

The approval authority shall approve, approve with conditions, or deny a request for a boundary line adjustment in writing based on findings addressing the following criteria:

- A. No additional lots, sites, parcels, tracts, or divisions are created.
- B. The adjustment will not create nonconforming lots, with respect to zoning dimension and area standards, zoning setbacks and lot area coverage standards identified in CMC Chapter 18.09 or to fire, building, or other applicable codes.
- C. The degree of nonconformance on existing nonconforming lots with respect to zoning dimension and area standards, zoning setbacks, and floor area ratio are not increased, except that a one time exception may be allowed to create a lot that exceeds the maximum lot size permitted in the underlying zone. Any future partitioning/reduction of the oversized lot must comply with the lot size requirements of the underlying zone.
- D. All lots have legal access to a public road. Existing required private road improvements and easements are not diminished below city street standards for lots that are served by a private road, and shall not create unreasonably restrictive or hazardous access to a property;
- E. The boundary line adjustment will not result in a lot that contains area in two zone designations.
- F. Boundary line adjustments that are used to circumvent subdivision or short subdivision procedures set forth in this title are not allowed. Factors which indicate that the boundary line adjustment process is being used in a manner inconsistent with statutory intent include: numerous and frequent adjustments to existing contiguous lot boundaries, and/or a large number of contiguous lots being proposed for boundary line adjustments at the same time.
- G. Approval of a boundary line adjustment shall not result in the need for a reasonable use exception as defined in CMC 16.51.
- H. Existing easements for utilities conform to adopted standards for their intended function, or they are extended, moved or otherwise altered to an approved location. The applicant shall be responsible for the relocation of any installed utilities.

(Ord. No. 2576, § I, 12-21-2009; Ord. No. 2691, § I(Exh. A), 1-21-2014; Ord. No. 17-005, § I(Exh. A), 5-15-2017)

THE
CONSERVATION FUND

4039 N. Mississippi, #308
Portland, OR 97227

March 2, 2018

Kimbal Logan
Kimbal Logan Real Estate & Investment
4901 NW Camas Meadows Drive, Suite 200
Camas, WA 98607

Re: Acquisition of approximately 33 acres of land in Camas WA (depicted in Exhibit 1)

Dear Mr. Logan,

The Conservation Fund ("Buyer") is pleased to submit this Letter of Intent to acquire the Property from The Mills Family ("Seller"). The proposed terms of Buyer's offer are set forth on the attached Asset Acquisition: General Term Sheet ("Term Sheet").

In addition to the terms described in the Term Sheet, Buyer and Seller desire to negotiate on an exclusive basis for the purchase and sale of the Property, subject to the following terms and conditions:

1. Buyer shall have the exclusive right to negotiate with Seller for the purchase of the Property for a period commencing on the date of Seller's execution of this letter (the "Commencement Date") and continuing up to 5:00 p.m., Pacific Standard Time, on the date thirty (30) business days from the Commencement Date (the "Exclusive Negotiation Period").
2. During the Exclusive Negotiation Period, Seller and Buyer agree to use their respective best efforts to negotiate in good faith in attempt to execute a definitive Purchase and Sale Agreement for the Property based on the terms of the attached Asset Acquisition: General Term Sheet and Buyer's standard form "Bargain Sale" contract template. Seller agrees that during the Exclusive Negotiation Period, Seller will not sell nor negotiate for the sale of the Property with any other person or entity.
3. The terms of this Letter of Intent shall be non-binding subject to the execution of a definitive Purchase and Sale Agreement.

THE FOREGOING IS AGREED TO AND ACCEPTED ON THE DATE SET FORTH BELOW:

BUYER: THE CONSERVATION FUND
Paul F. Hurt _____ 3-2-2018
 By: *Paul F. Hurt* Date
Assist. Secretary ; Deputy General Counsel

SELLER: THE MILLS FAMILY LLC
 DocuSigned by:
John Mills _____ 3/6/2018
 By: *John Mills* Date
 DocuSigned by:
Michael Mills _____ 3/5/2018
 By: *Michael Mills* Date

ASSET ACQUISITION: GENERAL TERM SHEET

1. **Property:** Approximately 33 gross acres of land in Camas Washington as depicted in the attached Exhibit 1. The land is shown as four separate parcels described as follows:
 - 1.1. The Leadbetter House parcel: (Tax ID #175720000, currently zoned Community Commercial (CC) – approx. 3 acres)
 - 1.2. The Pomaria House parcel: (Tax ID #177903000, currently zoned CC – approx. 4 acres)
 - 1.3. The depicted Public Property portion of the Multi-Family - MF-10 property (Tax ID #177884000 – approx. 17 acres)
 - 1.4. The depicted Public Property portion of the Business Park - BP property (ID #177884000 – approx. 9 acres)

2. **Seller:** The Mills Family LLC

3. **Buyer:** The Conservation Fund and or assigns approved by Seller, City of Camas as pre-approved assignee.

4. **Purchase Price:** The Purchase Price for Property shall be 88% of appraised Fair Market Value (FMV) as determined by independent appraisal; provided, however, that the Purchase Price shall not exceed \$2,500,000, as further explained in paragraphs 5.3 and 5.4, payable in cash on closing.

5. **Appraisal:** The initial appraisal shall be arranged and paid for by Buyer.
 - 5.1. Buyer shall choose the appraiser to be used from a list of appraisers agreed upon with the Seller.
 - 5.2. If the appraised Property value is not within the range of \$2,556,818.18 to \$2,840,909.09, and either party objects to the appraised value, then the objecting party will have the right to have a review appraisal done and the appraisal corrected, if warranted. The value of the Property will be determined between the appraiser and review appraiser.
 - 5.3. If the appraised value is lower than \$2,556,818.18, the Seller may terminate the contract at its discretion.
 - 5.4. If the appraised value is higher than \$2,840,909.09, the price to be paid to Seller shall be capped at \$2,500,000 and the amount of the appraised value exceeding \$2,840,909.09 shall be deeded to the Buyer by Seller for no additional cost.
 - 5.5. Seller may, at its discretion, elect to claim the difference between the actual sales price and the appraised fair market value as a "bargain sale" charitable deduction. Seller acknowledges it shall be responsible for claiming the deduction, with the Buyer's sole responsibility being to execute a properly completed form 8283 presented by Seller. The Purchase and Sale Agreement executed by the parties shall contain the Buyer's standard "bargain sale" provisions.

6. **Due Diligence Period:** Buyer shall have ninety (90) days from the mutual execution of a definitive Purchase and Sale Agreement to perform various due diligence tasks as determined by Buyer ("Due Diligence").

7. **Title and Escrow:** The Title Insurance Company and Escrow to be used shall be agreed upon between the parties. Seller's preference is First American Title Insurance Company – Shelly Opdycke, Escrow Officer.

^{DS}
JM
Seller Initial

^{DS}
MM
Seller Initial

PFH
Buyer Initial

Buyer Initial

8. Deposits:

8.1. Initial Deposit: Buyer shall deposit \$5,000 (the "Initial Deposit") into escrow upon the mutual execution of this Letter of Intent Agreement. In the event Buyer and Seller execute a Purchase and Sale Agreement for the Property, the Initial Deposit shall be released from escrow to Seller and deemed non-refundable to Buyer. In the event the parties cannot agree upon and execute a Purchase and Sale Agreement, or if, having entered into a Purchase and Sale Agreement, the Seller terminates pursuant to paragraph 5.3 the Initial Deposit shall be refunded to Buyer.

8.2. Due Diligence Deposit: Buyer shall deposit into escrow an additional \$20,000 deposit ("Due Diligence Deposit") on mutual execution of a Purchase and Sale Agreement for the Property. In the event Buyer does not approve the Due Diligence, the Due Diligence Deposit shall be refunded to Buyer. In the event Buyer approves the Due Diligence for the Property and elects to move forward with the purchase then said \$20,000 Due Diligence Deposit shall be deemed non-refundable to Buyer but shall remain in escrow until the conditions and contingencies to the sale are approved or waived by Buyer and Seller. On approval or waiver of all conditions and contingencies to the sale the \$20,000 Due Diligence Deposit in escrow shall be released from escrow to Seller.

8.3. Released Deposits: Any Deposits released from Escrow to Seller and together with any accrued interest shall be credited against the Purchase Price at the Close of Escrow.

8.4. Close of Escrow: Buyer and Seller shall close this sale within 30 days from approval or waiver of all due diligence, conditions, and contingencies (total of 90 days from execution of the Purchase and Sale Agreement).

9. Conditions and Contingencies to the Sale:

9.1. Seller Conditions. Seller may pursue modification of the existing Development Agreement, Zoning Land swaps, and Unit Cap adjustments with the City of Camas. Seller may, at its discretion, extend the due diligence period three times for 90 days for each such extension to complete the aforementioned items starting from execution of the Purchase and Sale Agreement.

9.2. Lot Line Adjustments. Approval of lot line adjustments to the Property by the City of Camas creating the Public Land and Private Land parcels depicted in the attached Exhibits.

9.3. Survey. Confirmation by survey of at least 33 acres being contained in the Public Lands being purchased by Buyer.


9.4. Appraisal Basis. Buyer and Seller agree that the appraisal of the Public Land parcel being purchased by Buyer shall be based on existing zoning.

9.5. Alternative Financing. The Buyer's plan for accumulating the money necessary to complete this purchase includes funds being raised from Washington Wildlife and Recreation Program state funding, Clark County Conservation Futures, and City of Camas funds. In the event Buyer is unable to raise all of the money necessary to close the transaction for cash in the time frame allowed, then Seller and Buyer agree that Buyer may, at its election, close the sale on time with a cash down payment of \$625,000.


9.5.1. Balance Due. The balance due shall be payable on a Promissory Note. The Note shall bear interest at 5% per annum payable monthly at not less than interest only. There shall be no prepayment penalty in the event of any early principal payment. The Note shall be secured by a Statutory First Deed of Trust against the Property. The Note shall be payable in full on or before the date 12 months from the closing of the sale.

^{DS}


Seller Initial

^{DS}


Seller Initial



Buyer Initial

Buyer Initial

- 9.5.2. **Additional Terms.** Buyer will keep all improvements on the Property insured for fire and hazard with full replacement cost insurance. In addition, Buyer will carry liability insurance on the Property for a minimum of \$1,000,000 per occurrence and \$2,000,000 in aggregate. The Seller will be named as an additional insured on all insurance policies. In addition to other costs Buyer will pay all property taxes and other governmental assessments when due.
 - 9.6. **Deferred Taxes.** Buyer to assume and pay when due all deferred taxes against the Property caused by open space, farming or forest tax deferrals.
 - 9.7. **Assignment.** The Buyer shall be able to assign the contract to a future nominee or other Buyer but only with approval of such assignment by Seller, with pre-approval of City of Camas.
 - 9.8. **Leadbetter House and Pomaria House.** Seller shall have the right to negotiate and work with the eventual owner of the Leadbetter and Pomaria Houses to confirm that the future use and maintenance of the Properties meet with the intentions of the Mills Family in selling the properties to public minded entities. Use by City of Camas for retreats, rentals, and outdoor recreation is pre-approved.
 - 9.9. **Seller's Cooperation.** Seller agrees to cooperate with Buyer in whatever way is reasonably necessary to allow Buyer to complete all appropriate due diligence studies for the Property in the time frame allowed. Approval of the Due Diligence shall be Buyer's sole and absolute discretion.
10. **Exclusive Right:** Buyer shall have the exclusive right to negotiate with Seller for the purchase of the Property for a period commencing on the date of mutual execution of this Letter of Intent letter (the "Commencement Date") and continuing up to 5:00 p.m., Pacific Daylight Time, on the date thirty (30) business days from the Commencement Date (the "Exclusive Negotiation Period").
11. **Confidentiality:** This Exclusive Right to Negotiate and General Term Sheet are to be held in strict confidence and cannot be distributed to any parties other than Seller, Seller's agent, Seller's counsel and Buyer's counsel and appraiser, subject to the public record laws of the State of Washington. Except as permitted by this sentence, the contents of the offer shall not be discussed with any other prospective purchaser or investor; provided, however, that Buyer may share this Exclusive Right to Negotiate and General Term Sheet with the City of Camas, Clark County, and the Washington Wildlife and Recreation Program.

^{DS}
JM

Seller Initial

^{DS}
MM

Seller Initial

PEH

Buyer Initial

Buyer Initial

CONTRACT FOR BARGAIN SALE OF REAL ESTATE

Seller understands that Seller should not rely on any information (written or verbal) received from Purchaser as to tax, legal, and property valuation matters associated with this transaction. Purchaser recommends that Seller consult with competent, independent professional tax and legal advisors of Seller's own choosing regarding this transaction.

THIS CONTRACT FOR BARGAIN SALE OF REAL ESTATE (the "Agreement") is entered into this day of _____, 20_, by and between **THE MILLS FAMILY LLC**, whose address is 1930 SW River Drive, #506, Portland, Oregon 97212-3604 (the "Seller") and **THE CONSERVATION FUND**, a Maryland non-profit corporation with offices at 1655 N. Fort Myer Drive, Suite 1300, Arlington, Virginia 22209 (the "Purchaser"). The "Effective Date" of this Agreement shall be the last date signed by either party.

THE AGREEMENT

1. PROPERTY. Seller agrees to sell and Purchaser agrees to buy, on the terms and conditions set forth in this Agreement, that parcel of land containing 33± acres, located in the County of Clark, State of Washington, described as The Public Parcel in the map attached hereto as "Exhibit A" and further partially described in the attached legal description of the Leadbetter House Property (Tax Lot 38, Section 27, T2N, R3E, WM containing approximately 3.02 acres) and the attached legal description of the Pomaria House Property (Tax Lot 27, Section 34, T2N, R3E, WM, containing approximately 3.96 acres). The remaining 26.02 acres to be purchased is shown on the attached Exhibit A as part of the Public Parcel and will be further described from the survey of the Public Parcel land to be completed by Purchaser pursuant to the terms herein. The Property being sold here shall include all of Seller's ownership interest in any and all buildings, improvements, personal property and fixtures situated thereon, and any and all crops and timber growing thereon, and all surface or subsurface sand, gravel, oil, gas, or mineral rights, any and all surface and subsurface water appurtenant to or associated with the Land, and any and all well, spring, reservoir, storage, domestic, irrigation, sub-irrigation, livestock water or ditch rights of any type, including all shares or certificates of any type in ditch or water delivery companies or associations, any and all grazing rights and permits and other surface and subsurface rights, irrigation equipment and facilities, any and all other permits, hereditaments, easements, incidents recorded rights of access, historic rights of access, any stockpiled sand, gravel or minerals, incidents and appurtenances belonging thereto, (collectively, with the "Land", referred to as the "Property"). Purchaser, at its expense, shall cause the Property to be surveyed by a licensed Washington surveyor, and the resulting survey shall define and describe the Property thereafter and be used for the conveyance.

1.1. **Seller Donation.** Seller intends to make a donation to The Conservation Fund, an organization described in Section 501(c)(3) of the Internal Revenue Code, of the amount, if any, by which the fair market value of the Property exceeds the purchase price for the Property and such difference is considered a charitable contribution under applicable sections of the Internal Revenue Code ("Bargain Sale"). Purchaser acknowledges that it is Seller's intention to effectuate a Bargain Sale of the Property and agrees to cooperate with the Seller in connection therewith to the extent set forth below.

1.2. **Substantiation.** Seller acknowledges that the substantiation of a charitable contribution deduction rests exclusively with Seller. Purchaser recommends that Seller consult with its own independent legal and tax advisors regarding the Internal Revenue Code and Treasury Regulation requirements regarding the need for donations to meet the requirements of Section 170 of the Internal Revenue Code and the need for a tax deduction for gifts of property valued more than \$5,000 be substantiated by a qualified independent appraisal obtained by the Seller. This independent qualified appraisal should be made no earlier than 60 days prior to the date of the donation and no later than the due date of the return as described in Treas. Reg. Section 1.170A.

1.3. **Appraiser.** If the appraisal is completed after the date of the donation, it must value the gift as of the date of donation. Use of an appraiser licensed or certified in the state in which the Property is located and that follows Uniform Standards of Professional Appraisal Practice is recommended.

1.4. **Tax Matters.** Purchaser makes no warranty or representation whatsoever concerning the tax treatment of this transaction to Seller. Purchaser's only legal obligation to Seller in connection with Seller's intention to seek a tax deduction for the donation is for Purchaser to execute an accurately, properly and fully prepared Internal Revenue Service Form 8283 which has been signed by Seller's appraiser, which contains an accurate description of and value for such donated property, and which recites any consideration, goods or services which were received by Seller, including any quid pro quo, from any person or entity for or as a result of the sale of the Property. Seller shall provide Purchaser with a copy of Seller's appraisal for review prior to Purchaser's execution of the I.R.S. Form 8283. If the Purchaser has significant concerns about the Seller's tax deduction, the accuracy of the Form 8283 or the adequacy of Seller's appraisal, Purchaser shall so advise the Seller in writing and Purchaser shall not be obligated to execute the Form 8283 until Purchaser's issues are resolved to Purchaser's reasonable satisfaction. Each party acknowledges and agrees that it has not received and is not relying upon tax or legal advice from any other party hereto, and that it has and will continue to consult its own advisors. Seller warrants and

represents that except the consideration described herein no goods, services or other things of value, including any quid pro quo, were received for or, as a result of the sale of the Property.

2. **EARNEST MONEY DEPOSITS.** Purchaser shall TEN THOUSAND DOLLARS (\$10,000) (the "Initial Deposit") into escrow with in escrow with First American Title, 7710 NE Greenwood Drive, #160, Vancouver, Washington 98662, attention: Shelly Opdycke (the "Title Company"). Upon execution of this Agreement the Initial Deposit shall be released from escrow to Seller and deemed non-refundable to Purchaser. Within seven (7) business days of the execution of this Agreement, Purchaser shall deliver the sum of TWENTY THOUSAND DOLLARS (\$20,000) (the "Due Diligence Deposit") into escrow with the Title Company. In the event Purchaser does not approve the Due Diligence, the Due Diligence Deposit shall be refunded to Purchaser. In the event Purchaser approves the Due Diligence for the Property and elects to move forward with the purchase then said \$20,000 Due Diligence Deposit shall be deemed non-refundable to Purchaser but shall remain in escrow until the conditions and contingencies to the sale are approved or waived by Purchaser and Seller. On approval or waiver of all conditions and contingencies to the sale the Due Diligence Deposit in escrow shall be released from escrow to Seller. Any Deposits released from Escrow to Seller and together with any accrued interest shall be credited against the Purchase Price at Closing.

3. **BARGAIN SALE PURCHASE PRICE; CLOSING FUNDS.** The bargain sale purchase price for the Property, including the Deposit, shall be shall be eighty-eight percent (88%) of the Fair Market Value as determined by an independent appraisal (the "Purchase Price"). Provided, however, that the Purchase Price shall not exceed \$2,500,000. If the Fair Market Value is not within the range of \$2,556,818.18 to \$2,840,909.09, and either party objects to the Fair Market Value, then the objecting party will have the right to have a review appraisal done and the appraisal corrected, if warranted. The value of the Property will be determined between the appraiser and review appraiser. If the Fair Market Value is lower than \$2,556,818.18, the Seller may terminate the contract at its discretion. If the Fair Market Value is higher than \$2,840,909.09, the Purchase Price shall be capped at \$2,500,000 and the amount of the Fair Market Value exceeding \$2,840,909.09 shall be deeded to the Purchaser by Seller for no additional cost. Seller may, at its discretion, elect to claim the difference between the actual sales price and the appraised fair market value as a "bargain sale" charitable deduction. The appraisal of the Property shall be ordered by Purchaser at its cost and expense. Purchaser shall choose the appraiser to be used from a list of appraisers agreed upon with the Seller.

4. **CLOSING DATE - FUNDING.** The closing of the transaction contemplated hereunder (the "Closing") shall be held at the office of the Title Company on or before 10 days from waiver of all Contingencies by Purchaser and Seller but in no event later than August 15, 2019. The Closing Date may be extended by mutual agreement of Purchaser and Seller. At Closing, the Purchase Price, less the Deposit, shall be paid to Seller by Purchaser in cash, certified funds, or by wire transfer of other immediately available funds.

5. **SATISFACTORY INSPECTION AND REVIEW.** The Seller and Purchaser expressly covenant and agree that Purchaser's satisfaction upon the review and inspection provided for herein is a specific condition precedent to the obligation of Purchaser to purchase the Property. Purchaser shall have a period in which to review the documents and to make the inspections described below. The period of inspection (the "Inspection Period") shall terminate on the earlier of: (i) Receipt by Seller of notice from Purchaser that the Property is suitable for purchase; or (ii) Midnight, Prevailing Eastern Time, on March 1, 2018.

5.1. **Documents; Evidence of Title.** Not later than ten (10) days after the Effective Date, Purchaser shall request from the Title Company: (a) a title commitment to be issued to Purchaser, together with legible copies of the deed or deeds by which Seller holds title to the Property, legible copies of any instruments listed in the legal description for the Property, and legible copies of all exceptions to title, pursuant to which the Title Company shall issue to Purchaser a standard coverage owner's policy of title insurance, including "gap" and mechanic's lien coverage, insuring title to the Property, including legal access, as described in Section 7 hereof, as of the Closing Date in the amount of the Purchase Price, (b) a Certificate of Taxes Due evidencing that the current installment of all taxes owing on the Property have been paid in full; and (c) a copy of the current and previous year's Notice of Assessment, or other satisfactory evidence of the current and previous year's assessed value and assessment category for the Property. To the extent in Seller's possession or under its control, Seller shall, at Seller's expense, provide to Purchaser copies of any surveys or maps of the Land, plans relating to the building improvements, and studies and reports regarding the soils on or under the Land.

5.2. **Inspection; Right of Entry.** Purchaser, at reasonable times, at its sole cost and expense (except as otherwise provided herein), and for its sole use, shall have the right to enter upon the Property for mapping, surveying, physical and environmental inspections, conducting appraisals, and other reasonable purposes related to the transaction contemplated hereunder. Purchaser hereby indemnifies and holds harmless Seller from and against any and all claims, liens, damages, losses, and causes of action which may be asserted by Purchaser or Purchaser's employees, agents, or any third party who enters upon the

Property or conducts tests related to the Property at the request of or on behalf of Purchaser or its agents, provided that such indemnification and hold harmless shall not apply to claims arising out of the willful or wanton conduct of Seller.

6. **ELECTION AT THE END OF THE INSPECTION PERIOD.** During the Inspection Period, Purchaser may make the above-described inspections, applications, reviews, studies, evaluations or surveys required to satisfy itself as to the acceptability and suitability of the Property for purchase. Should, for any reason or no reason and in its sole discretion, Purchaser not be satisfied that the Property is acceptable or suitable, Purchaser shall notify Seller writing on or before the expiration of the Inspection Period of its dissatisfaction, at which time the Deposit shall be promptly returned to Purchaser, and then this Agreement shall be considered null and void and of no further force and effect; provided, however, if the objections of Purchaser are to title or other defects that Seller can reasonably cure within a twenty (20) day period following the receipt of notice from Purchaser, Seller shall have such period to cure such defects to the reasonable satisfaction of Purchaser. Purchaser shall, at any time, have the right to waive the conditions precedent to its performance under this Agreement before the end of the Inspection Period and if Purchaser elects to waive the conditions precedent to its performance and to terminate the Inspection Period, this Agreement will remain in full force and effect and the Deposit shall become non-refundable except as otherwise provided herein. Failure of Purchaser to notify Seller of its dissatisfaction prior to the expiration of the Inspection Period shall be deemed a waiver of this condition precedent and acceptance of the Property as suitable for purchase. Upon termination of the Agreement, Purchaser agrees to return to Seller all data previously delivered to Purchaser under the terms of this Agreement.

7. **TITLE.** At Closing, Seller shall execute and deliver to Purchaser or it's assigns a good and sufficient general warranty deed in a form acceptable to Purchaser, conveying good, marketable and insurable title to the Property, free and clear of all liens, encumbrances and other exceptions, except such easements, restrictions and other exceptions as are of record and are approved by Purchaser during the Inspection Period. Title shall include deeded legal access, from a public way, appropriate to the Purchaser's intended uses for the Property, to be determined by Purchaser in its sole discretion.

8. **CONDITION OF THE PROPERTY, REPRESENTATIONS.**

8.1. Seller is the record owner of the Property to be conveyed hereunder. Upon the Closing Date, Purchaser shall have delivered good marketable and insurable title to the Property.

8.2. There are no actions, suits, proceedings or investigations pending or, to Seller's

knowledge threatened, against or affecting the Property, or arising out of Seller's conduct on the Property.

8.3. To the best of Seller's knowledge, Seller is in substantial compliance with the laws, orders, and regulations of each governmental department, commission, board, or agency having jurisdiction over the Property in those cases where noncompliance would have a material adverse effect on the Property.

8.4. Seller is not party to nor subject to or bound by any agreement, contract or lease of any kind relating to the Property, except for two residential leases previously disclosed to Purchaser.

8.5. The Property, to the best of Seller's knowledge, is not in violation of any federal, state or local law ordinance or regulation relating to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions. Neither Seller nor, to the best of Seller's knowledge, any third party, has used, generated, manufactured, refined, produced, processed, stored or disposed of on, or under the Property or transported to or from the Property any Hazardous Materials nor does Seller intend to use the Property prior to the Closing Date for the purpose of generating, manufacturing, refining, producing, storing, handling, transferring, processing, transporting or disposing Hazardous Materials. For the purposes hereof, "Hazardous Materials" shall mean any flammable explosives, radioactive materials, asbestos, petroleum, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, including, without limitation, any substances defined as or included in the definition of "hazardous substances", "hazardous material" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., or any other federal, state or local statute, law, ordinance, code, rule, regulation, order, decree or other requirement of governmental authority regulating, relating to or imposing liability or standard of conduct concerning any hazardous, toxic or dangerous substance or material, as now or at any time hereafter in effect, and in the regulations adopted, published and/or promulgated pursuant to said laws. There are no underground storage tanks situated in the Property nor have such tanks been previously situated thereon.

8.6. No representation, warranty, or statement made herein by Seller contains any untrue statement of any material fact or omits to state any material fact necessary to make such representation, warranty, or statement not misleading.

8.7. Seller is duly authorized and has taken all necessary actions to execute and perform this Agreement and this Agreement is enforceable against Seller in accordance with its terms.

9. **INDEMNIFICATION.** Seller agrees to indemnify and hold harmless Purchaser, Purchaser's successors by operation of law, and assigns against and in respect of, any and all damages, claims, losses, liabilities and expenses, including without limitation, reasonable legal, accounting, consulting, engineering and other expenses, which may be imposed upon or incurred by Purchaser such successors by operation of law or assigns, by any other party or parties (including, without limitation, a governmental entity), arising out of or in connection with Seller's use, ownership, and operation of the Property through the Closing Date and/or any "Hazardous Materials" situated therein as of or prior to the Closing Date, including the exposure of any person to any such "Hazardous Materials", or exposure resulting from activities of Seller or Seller's predecessors in interest. This indemnity shall survive the closing of this transaction and shall be in addition to Seller's obligation for breach of any representation or warranty. After three years from closing of the sale from Seller to Purchaser this indemnification from Seller to buyer shall expire.

10. **REAL PROPERTY TAXES.** Purchaser shall assume and pay when due all deferred open space, timber or other deferred taxes or assessments for the Property including, but not limited to, so-called "Rollback" or "Recapture" taxes which may become due upon transfer of the Property. At Closing, excepting the deferred taxes and assessments being assumed by Purchaser, all general and special taxes, assessments, fees and charges of any type (including without limitation, any for water, sewer, irrigation and special districts) including Real Property taxes and assessments shall be prorated between Purchaser and Seller as of the date of Closing.

11. **PRESERVATION OF PROPERTY; RISK OF LOSS.** Except as otherwise set forth herein, Seller agrees that the Property shall remain as it now is until Closing, that no timber, crops, sand, gravel, minerals, improvements or any other part of the Property shall be sold or removed from the Property, and that Seller shall neither use nor consent to any use of the Property for any purpose or in any manner which would adversely affect Purchaser's intended use of the Property as a conservation area or similar use. This covenant expressly precludes any timber cutting on the Property. In the event Seller shall use or consent to such use of the Property, Purchaser may, without liability, refuse to accept the conveyance of title, in which event the Deposit plus all accrued interest shall be refunded; or it alternatively may elect to accept

the conveyance of title to the Property or any portion thereof, in which case there shall be an equitable adjustment of the Purchase Price based on the change in circumstances.

12. **COSTS AND FEES.** State and County real estate excise taxes, title work, and deed preparation costs shall be paid by Seller. The premium for the title insurance policy described herein and recording fees shall be paid for by Purchaser. All other Closing costs shall be borne by the parties in accordance with local custom. Each party shall be responsible for its own attorneys' fees.

13. **LIQUIDATED DAMAGES; DEFAULT.**

13.1. In the event that: (i) all of the conditions to this Agreement for the benefit of Purchaser shall have been satisfied, or waived by Purchaser; and (ii) Seller shall have fully performed or tendered performance of its obligations under this Agreement, and (iii) Purchaser shall be unable or shall fail to perform its obligations under this Agreement, then the entire amount of the Deposit shall be retained by Seller as liquidated damages under this Agreement, and Purchaser shall have no further liability to Seller. Purchaser and Seller hereby acknowledge and agree that Seller's damages would be difficult or impossible to determine and that the amount of the Deposit is the parties' best and most accurate estimate of the damages Seller would suffer in the event the transaction provided for in this Agreement fails to close and is reasonable under the circumstances existing as of the date of this Agreement. Purchaser and Seller agree that Seller's right to retain the Deposit shall be the sole remedy of Seller in the event of a breach of this Agreement by Purchaser.

13.2. If Seller shall fail to consummate the transaction contemplated hereunder for any reason, or if such transaction shall fail to close for any reason other than default by Purchaser, Purchaser may elect, at Purchaser's sole option: (i) to terminate this Agreement and be released from its obligations hereunder, in which event the Deposit shall be returned to Purchaser; or (ii) to proceed against Seller for specific performance of this Agreement. In either event, Purchaser shall have the right to seek and recover from Seller all damages suffered by Purchaser as a result of Seller's default in the performance of its obligations hereunder.

14. **NOTICES.** All notices required or permitted hereunder will be deemed to have been delivered upon sending of such notice. All notices required or permitted hereunder shall be given by hand delivery, sent by email followed by US Mail, or sent by Federal Express or other courier, directed as follows, or to such other address as either party may designate by giving notice to the other party as provided herein:

Bargain Sale

Mills to The Conservancy Fund

If to Seller: THE MILLS FAMILY LLC
1930 SW River Drive, #506
c/o Michael Mills
Phone: _____
Fax: _____
Email: _____

If to Buyer: THE CONSERVATION FUND
77 Vilcom Center Drive, Suite 340
Chapel Hill, North Carolina, Suite 340
Attn: Paul F. Hurt Esquire
Phone: (919) 967-2223
Email: phurt@conservationfund.org

15. MISCELLANEOUS.

15.1. **Broker's Commission.** Seller and Purchaser each represents to the other that they have not contracted with any broker or finder regarding this transaction except Kimbal Logan Real Estate Investment Co., 4901 NW Camas Meadows Drive, Suite 200, Camas, Washington 98607, Phone: (360) 844-6636, who shall be paid by Seller under separate agreement. Buyer and Seller agree to indemnify, defend, and hold harmless the each other from and against any and all liability, claims, demands, damages and costs of any kind arising out of or in connection with any broker's or finder's fee, commission or charges claimed to be due any person in connection with such person's conduct respecting this transaction except as set forth herein.

15.2. **Certificate.** The Conservation Fund is an organization described in Section 501(c)(3) of the Internal Revenue Code and as such it is required to file certain reports pertaining to the purchase or sale of the Property with the Internal Revenue Service. Seller represents that its federal tax identification or social security number is _____ and authorizes the Title Company to release to Purchaser any tax identification or transaction information as is requested by Purchaser and necessary for such reporting. At or prior to Closing, Seller shall furnish to Purchaser a duly executed Certificate of Non-Foreign Status in the form attached to this Agreement as Exhibit "B". Seller hereby declares and represents to Purchaser that it is not a "foreign person" for purposes of withholding of federal tax as described in such Certificate.

15.3. **Assignment.** With approval of Seller, which shall not be unreasonably withheld Purchaser may assign its rights and obligations as Purchaser under this Agreement by entering into a duly executed Assignment of Contract, wherein the assignee assumes all the obligations of Purchaser

hereunder. Upon entry into such Assignment of Contract, Purchaser shall be relieved of all liability and obligations of Purchaser under this Agreement, arising from and after the date of the Assignment of the Contract.

Purchaser may also require that the Seller directly deed the Property to an alternative identified entity or organization approved by Seller which approval shall not be unreasonably withheld, including, but not limited to, the City of Camas, Washington.

Without limiting the generality of the foregoing, the Purchaser's right to assign its rights and obligations under this Agreement shall specifically include the Purchaser's right to assign this Agreement to Sustainable Conservation, Inc., a supporting organization of The Conservation Fund under Internal Revenue Code Section 509(a)(3) ("SCI") or other subsidiary organization related to the Purchaser and organized for conservation purposes or to otherwise direct the Seller to convey title to SCI or other related subsidiary organization.

Any assignment of this Agreement or designation of an alternative entity to hold title shall only be to an organization or entity that is qualified to accept tax-deductible gifts under the Internal Revenue Code.

15.4. **Binding Effect.** The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of Seller's heirs, executors, administrators, successors and assigns.

15.5. **Exhibits.** The exhibits hereto constitute an integral part of this Agreement and are hereby incorporated herein.

15.6. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. All facsimile or electronic transmissions of this Agreement shall be deemed original signatures for all purposes.

15.7. **Severability.** If any provision of this Agreement shall be held invalid, the other provisions hereof shall not be affected thereby and shall remain in full force and effect.

15.8. **Entire Agreement.** This Agreement represents the entire agreement of the parties and may not be amended except by a writing signed by each party thereto.

15.9. **Authority.** Each party to this Agreement warrants to the other that the respective signatories have full right and authority to enter into and consummate this Agreement and all related documents.

15.10. **Merger.** The obligations, covenants, representations, warranties and remedies set forth in this Agreement shall not merge with transfer of title but shall remain in effect during the period of the ownership of the Property by Purchaser.

15.11. **Further Actions.** Each party shall execute and deliver or cause to be executed and delivered any and all instruments reasonably required to convey the Property to Purchaser and to vest in each party all rights, interests and benefits intended to be conferred by this Agreement.

15.12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

15.13. **Offer.** When signed and delivered to the Seller by Purchaser, this Agreement will constitute an offer to the Seller that can be accepted only by the Seller signing and delivering to Purchaser an executed original or legal equivalent of this Agreement on or before five business days from delivery by Purchaser. Purchaser may withdraw such offer in writing at any time prior to its acceptance.

15.14. **Labor and Material.** Seller shall deliver to Purchaser at settlement an affidavit, on a form acceptable to Purchaser's Title Company or local counsel, if applicable, signed by Seller that no labor or materials have been furnished to the Property within the statutory period for the filing of mechanics' or materialmen's liens against the Property. If labor or materials have been furnished during the statutory period, Seller shall deliver to Purchaser an affidavit signed by Seller and the person or persons furnishing the labor or materials that the costs thereof have been paid.

15.15. **1099 Reporting.** The Title Company is designated as the party responsible for filing a Form 1099 with the Internal Revenue Service promptly after Closing, to the extent required by the Internal Revenue Code and Treasury Regulations.

15.16. **Delivery of Property.** All improvements, including, but not limited to, dwellings, outbuildings, barns, sheds, etc., shall be vacant and broom clean. Seller shall be responsible for the removal of all personal property items left on the Property, which Purchaser does not want, or which Purchaser wishes to have removed. The improvements shall be subject to an inspection by Purchaser and/or its contractors or representatives prior to Closing. Purchaser shall advise Seller of all defects, which Buyer wants Seller to repair. Seller shall complete all repairs agreed upon with Purchaser prior

to the time of final Closing. In the event Seller does not agree to make certain repairs requested by Purchaser, Purchaser shall have the right to terminate this Agreement.

16. **SATURDAYS, SUNDAYS, HOLIDAYS.** If the final date of any time period of limitation set out in any provision of this agreement falls on a Saturday, Sunday or a legal holiday under the laws of the state in which the Property is situated, then the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

17. **WAIVERS OF APPLICATION OF TITLE 42 U.S.C.A. SECTION 4601 AND/OR JUST COMPENSATION UNDER APPLICABLE STATE STATUTES.** With approval of Seller Not to be unreasonably withheld, Purchaser may assign this Agreement and its rights as Purchaser hereunder including the Deposit by written assignment to a governmental agency or entity, which assumes the obligations of Purchaser hereunder. In addition, recognizing that this Agreement is made in order to procure lands for public ownership and that condemnation will not be used in any way as part of this transaction or in securing the Property, Seller hereby knowingly waives any potential right to receive compensation for the Property consistent with the requirements of either (i) Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601, et seq. (Public Law 91-646, as amended) including those provisions relating to incidental expenses incurred by Seller and/or (ii) applicable state statutes and regulations. Seller makes this waiver knowing that a governmental agency or entity will ultimately own the Property and/or that a governmental agency or entity may be an assignee of this Agreement.

18. **COMPLIANCE WITH FEDERAL LAW.** Each party hereby represents and warrants to the other that (A) neither the party making the representation, nor any persons or entities holding any legal or beneficial interest whatsoever in the party making the representation, are (i) the target of any sanctions program that is established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury ("OFAC"); (ii) designated by the President or OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. App. § 5, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, the Patriot Act, Public Law 107-56, Executive Order 13224 entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support

Terrorism" (September 23, 2001) or any executive order of the President issued pursuant to such statutes; or (iii) persons or entities with whom U.S. persons or entities are restricted from doing business under regulations of OFAC (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including Executive Order 13224) or other governmental action; and (B) the activities of the party making the representation do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders promulgated thereunder. Each party further covenants and agrees to promptly deliver to the other any documentation that the other party may reasonably request to confirm the accuracy of the representations and warranties made in this paragraph.

19. CONDITIONS AND CONTINGENCIES TO THE SALE: This Agreement is subject to and contingent upon the approval of the City of Camas of the following conditions of Seller and Purchaser prior to August 1, 2019:

19.1. Creation of Public and Private Parcels. Approval and creation of the three separate land Parcels depicted in the attached Exhibit 1 as; 1) the Public Land Parcels (containing a total of approximately 33 acres and having two different zonings. (Commercial - for the existing Leadbetter House and Pomaria House Properties and BP for the remainder property); 2) the MF-10 Parcel (containing approximately 36 acres and zoned MF-10); and 3) the MF-18 Parcel (containing approximately 21 acres and zoned MF-18). These parcels shall be approved by the City of Camas through administrative or other processes as dictated by the City of Camas including a Comprehensive Plan Change if required. If the City does require a Comprehensive Plan Change the Seller working with the approval of the Purchaser agrees to make full submittal for the comprehensive plan change in November and December of 2018. The Public Parcel to be created shall include the two existing Commercially zoned Properties commonly described as the Leadbetter house Property and the Pomaria House Property. These two properties shall remain commercially zoned and the remainder of the Public Property shall be zoned BP. The approval and creation of the Public Land Parcel shall create three legally saleable parcels of land to be sold to the Purchaser and later transferred to the City of Camas. The creation of the MF-10 and MF-18 Parcels will provide the Seller with legal parcels to sell to other prospective Buyers. The City of Camas shall have until August 1, 2019 to work with the Purchaser and Seller to complete the approval of the creation of said legal Parcels.

19.2. Approval of New Unit Caps in the Private Parcels. Approval by the City of

Camas of an increase in the unit caps limiting the number of units that can be built on the Private Parcels. The new Unit cap for the MF-10 Parcel shall be 200 units. The new unit cap for the MF-18 parcel shall be 275 units. The City of Camas shall have until August 1, 2019 to work with the Seller to approve the new unit caps.

19.3. Approval of Right to Access N. Fargo Street. Subject to normal traffic planning requirements, the City of Camas shall approve the design, right to improve, and future use of North Fargo Street as currently depicted in the CJ Dens Subdivision plat approval attached hereto as Exhibit 2. On approval of the City of Camas either the owners of the CJ Dens Property or its successor or the owner of the Mills Family Property or its successor or both those owners working together shall have the right to improve and use North Fargo Street for access to their properties as they develop in the future. The owners of the Mills Family Property or its successors shall agree that the right to use North Fargo Street for access to Leadbetter Road and the Camas Road System shall be temporary until such time as roads to the North serving the two MF-10 and MF-18 Parcels are built that provide adequate access to the MF-10 and MF-18 Parcels as envisioned by the City of Camas Road Plan. Once the access roads from the North into the Private Parcels are completed, the access to N. Fargo Street from the Private Parcels will be eliminated. This Agreement is made in anticipation of Leadbetter Road being closed to all traffic going west of the Boat Launch Property and Gun Club Property at some point in the future. The City of Camas shall have until August 1, 2019 to work with the Seller to approve the design and future use of North Fargo Street.

19.4. Best Efforts. Working together The City of Camas and Seller agree to proceed in good faith and with best efforts to complete the approvals necessary for the creation of the new master plan for the Mills Property as depicted in Exhibit A to this agreement. On the Seller's, part this will include immediate effort to gain approval of an Amendment to the existing Development Agreement including the Mills Family Property to create a new Development Agreement that is in concert with the new master plan for the Property as depicted in Exhibit A.

19.5. Survey. Purchaser shall arrange and pay for a survey of the Public Property to be created. The Public Property survey shall conform as close as is reasonably possible to the Public Property map shown in Exhibit A attached hereto. The parcels to be created and surveyed shall keep the existing Leadbetter House an Pomaria House properties (containing approximately 7 acres) plus include a remaining approximate 26 acres of property zoned BP.

19.6. Appraisal Basis. Purchaser and Seller agree that the appraisal of the Property shall be based on existing zoning.

20. Alternative Financing. The Purchaser's plan for accumulating the funds necessary to complete this purchase includes funding from Washington Wildlife and Recreation Program state funding, Clark County Conservation Futures, and City of Camas funds. In the event Purchaser is unable to raise all the funds necessary to close the transaction for cash in the time frame allowed, then Seller and Purchaser agree that Purchaser may, at its election, close the sale with a cash down payment and Seller carry-back financing on the following terms:

20.1. Cash Down Payment. Purchaser shall pay Six Hundred Twenty-Five Thousand in cash on closing to Seller.

20.2. Remaining Balance Due. The remaining balance due of Five Million Eight Hundred Seventy-Five Thousand Dollars (\$5,875,000) shall be payable on a Promissory Note due from Purchaser to Seller (the "Note"). The Note shall bear interest at 5% per annum payable at not less than interest only monthly (\$24,479.17 per month). There shall be no prepayment penalty in the event of any early principal payment. The Note shall be secured by a Statutory First Deed of Trust against the Property. The Note shall be payable in full on or before the date 12 months from the closing of the sale.

20.3. Insurance. Purchaser will keep all improvements on the Property insured for fire and hazard with full replacement cost insurance. In addition, Purchaser will carry liability insurance on the Property for a minimum of \$1,000,000 per occurrence and \$2,000,000 in aggregate. The Seller will be named as an additional insured on all insurance policies.

20.4. Property Taxes and Assessments. In addition to other costs Purchaser will pay all property taxes and other governmental assessments when due.

20. LEADBETTER HOUSE AND POMARIA HOUSE. Seller shall have the right to negotiate and work with the eventual owner of the Leadbetter and Pomaria Houses to confirm that the future use and maintenance of the Properties meet with the intentions of the Mills Family in selling the properties to public minded entities. Use by City of Camas for retreats, rentals, and outdoor recreation is pre- approved.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SELLER: THE MILLS FAMILY LLC

By John Mills
Its Member

Date

By Michael Mills
Its Member

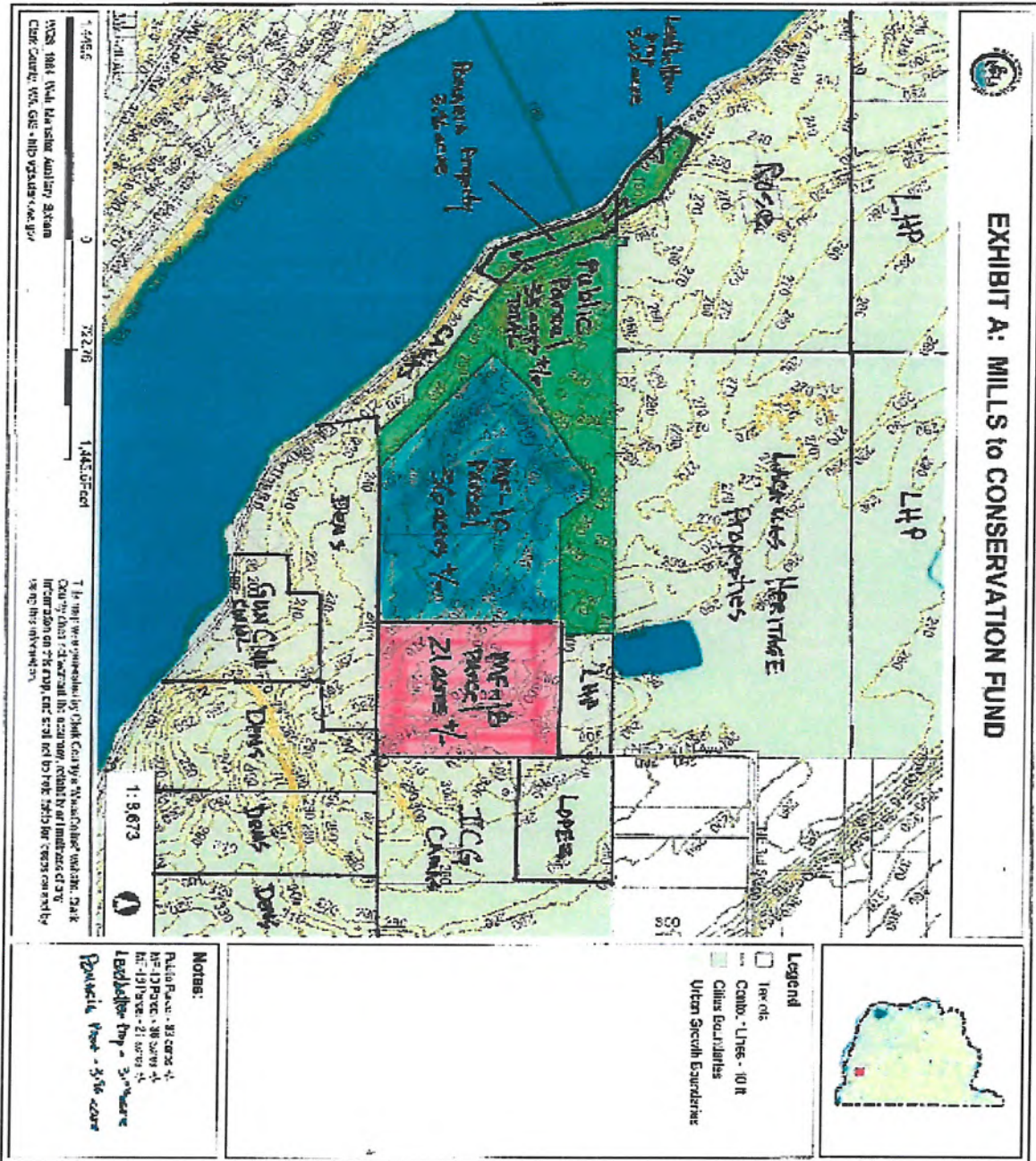
Date

**PURCHASER: THE CONSERVATION FUND
a Maryland non-profit corporation**

By _____
Its _____

Date

Exhibit "A" Property Description



LOT 27; TAX ID 177903

LEGAL DESCRIPTION

CAMAS, WASHINGTON

The purpose of this legal description is to describe LOT 27 shown on Exhibit B Concept Master Plan Land Use Zoning as prepared by WH Pacific, Inc. and dated June 17, 2013. The described lands being a portion of Parcels B and C as described in Bargain and Sale Deed to Mills Family, LLC, an Oregon limited liability company, recorded as document number 3367753, dated September 12, 2001 in the Clark County Deed Records. Said lands also lie within the North half of Section 34, Township 2 North, Range 3 East, Willamette Meridian, Clark County Washington being more particularly described as follows:

Commencing at the North Quarter Corner of Section 34, Township 2 North, Range 3 East, Willamette Meridian; thence along the North Section line of said Section 34, North 88° 55' 51" West 790.36 feet to THE TRUE POINT OF BEGINNING; thence South 29° 26' 23" East 91.74 feet; thence South 19° 42' 41" East 512.81 feet; thence South 56° 05' 37" East 137.19 feet; thence South 32° 46' 57" West 200.04 feet; thence North 56° 05' 39" West 189.24 feet to a point on the Northerly Shoreline of Lacamas Lake; thence along said Northerly Shoreline of Lacamas Lake, North 29° 29' 12" West 61.48 feet; thence North 19° 42' 41" West 515.10 feet; thence North 29° 26' 23" West 91.60 feet; thence North 43° 21' 27" West 35.84 feet; thence North 56° 32' 27" West 114.63 feet; thence departing said Northerly Shoreline, South 88° 55' 51" East 302.76 feet to THE TRUE POINT OF BEGINNING.

EXCEPT any portion thereof in public roads and highways.

CONTAINS: 3.96 acres or 172,627 square feet more or less

The Basis of Bearing for this legal description is **South 01° 13' 20" West** 2632.95 feet between the Section Corner common to Section 21, 22, 27 and 28, Township 2 North, Range 3 East, Willamette Meridian and the West ¼ Corner of Section 27, Township 2 North, Range 3 East, Willamette Meridian.

Bargain Sale

Mills to The Conservancy Fund

Page 6 of 20

LOT 38; TAX ID 175720

LEGAL DESCRIPTION

CAMAS, WASHINGTON

The purpose of this legal description is to describe LOT 38 as shown on Exhibit B Concept Master Plan Land Use Zoning as prepared by WHPacific, Inc. and dated June 17, 2013. The described lands being parcel as described in Bargain and Sale Deed to Mills Family, LLC, an Oregon limited liability company, recorded as document number 3367753, dated September 12, 2001 in the Clark County Deed Records. Said lands also lie within the Southeast Quarter of Section 27, Township 2 North, Range 3 East, Willamette Meridian, Clark County Washington being more particularly described as follows:

Commencing at the North Quarter Corner of Section 34, Township 2 North, Range 3 East, Willamette Meridian; thence along the North Section line of said Section 34, North 88° 55' 51" West 877.50 feet to THE TRUE POINT OF BEGINNING; thence continuing along said Section line, North 88° 55' 51" West 215.61 feet to a point on the Northerly Shoreline of Lacamas Lake; thence along said Northerly Shoreline, North 56° 32' 27" West 144.90 feet; thence North 48° 33' 35" West 340.16 feet; thence departing said Northerly Shoreline, North 29° 14' 10" East 179.86 feet; thence South 54° 07' 51" East 145.10 feet; thence South 60° 55' 51" East 138.00 feet; thence South 67° 05' 51" east 173.60 feet; thence South 24° 25' 51" East 283.20 feet to THE TRUE POINT OF BEGINNING.

EXCEPT any portion thereof in public roads and highways.

CONTAINS: 3.02 acres or 131,716 square feet more or less

The Basis of Bearing for this legal description is **South 01° 13' 20" West** 2632.95 feet between the Section Corner common to Section 21, 22, 27 and 28, Township 2 North, Range 3 East, Willamette Meridian and the West ¼ Corner of Section 27, Township 2 North, Range 3 East, Willamette Meridian.

Affidavit of Non-Foreign Status

Section 1445 and Section 6045 of the Internal Revenue Code provide that the Transferee of a real property interest must withhold tax if the Transferor is a foreign person and must provide certain sales related information to the Internal Revenue Service. To inform **THE CONSERVATION FUND** (the "Transferee") that withholding of tax is not required upon its disposition of a U.S. real property interest, more particularly described in the Agreement annexed hereto The Mills Family LLC (the "Transferor"), hereby certifies that:

1. Transferor is not a non-resident alien for purposes of U.S. income taxation as defined in the Internal Revenue Code and Income Tax Regulations.

2. Transferor's tax identification/ social security number is/are:
_____.

3. Transferor's principal address is:

_____.

4. The gross sales price of this transfer is: \$2,500,000.

Transferor understands that this affidavit and information contained herein will be disclosed to the Internal Revenue Service by the Transferee and, that any false statement made herein by Transferor could be punished by fine, imprisonment, or both.

Under penalties of perjury, Transferor declares that Transferor has examined this affidavit, and, to the best of Transferor's knowledge and belief, it is true, correct and complete and further declares that he/she is duly authorized to execute this affidavit or has the authority to execute on behalf of Transferor.

TRANSFEROR: MILLS FAMILY LLC

By: John Mills
Its: Member

Date

By: Michael Mills
Its: Member

Date

From: Kimbal Logan <kimbal@kl-re.com>
Sent: Tuesday, July 21, 2020 1:37 PM
To: Fox, Jamal <Jamal.Fox@portlandoregon.gov>
Subject: RE: Letter regarding Staff Findings - Mills Family LLC application for Comp Plan Change

Thanks for the feedback Jamal. I'll look forward to meeting you in the future.

Kimbal R. Logan
 Phone – 360.904.9090
 Email – kimbal@kl-re.com

From: Fox, Jamal <Jamal.Fox@portlandoregon.gov>
Sent: Tuesday, July 21, 2020 1:25 PM
To: Kimbal Logan <kimbal@kl-re.com>; jfox@cityofcamas.us
Subject: RE: Letter regarding Staff Findings - Mills Family LLC application for Comp Plan Change

Hi Kimbal,

I appreciate you reaching out to me and the warm welcome.

I look forward to getting up to speed by the City team once I am officially start the week of September. At the appropriate time a meeting with you Michael and John will be warranted as well.

Thanks,
 Jamal



OFFICE OF MAYOR
 TED WHEELER



Jamal T. Fox, MPA
Deputy Chief of Staff
 1221 SW Fourth Avenue, Suite 340
 Portland, OR 97204
 Phone: (503) 823-1126
 Cell: (503) 823-8057
jamal.fox@portlandoregon.gov
<https://portland.gov/wheeler>

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(503) 823-1125: 口笔译服务 | Chiaku me Awewen Kapas | अनुवादन तथा व्याख्या | Устный и письменный перевод | Turjumaad iyo Fasiraad | Traducción e Interpretación | Письмовий і усний переклад | Biên Dịch và Thông Dịch |

From: Kimbal Logan <kimbal@kl-re.com>
Sent: Tuesday, July 21, 2020 12:32 PM
To: Fox, Jamal <Jamal.Fox@portlandoregon.gov>; jfox@cityofcamas.us
Cc: Kimbal Logan <kimbal@kl-re.com>
Subject: FW: Letter regarding Staff Findings - Mills Family LLC application for Comp Plan Change

Jamal,

Hello, my name is Kimbal Logan and I am a real estate broker and consultant in Oregon and Washington. Congratulations on your selection as the next Administrator to the City of Camas and welcome. Your impressive resume and work history indicate you will be a great asset for the City of Camas and its future development. I wish a great future for you and the City.

I represent the Mills Family LLC. The Mills Family owned 90 acres of land on the North Shore of Lacamas Lake including the Leadbetter House and Pomaria House and several spectacular natural areas that were recently sold to the City of Camas in a 33 acre transfer of the key public properties owned by the Mills Family. This email is in regard to the 56 acres that the Mills retained after the sale.

The email letter above and the list of Addenda you will find in the email below has been sent to the Planning Staff, the Mayor, the Planning Commission and some people on the City Council. The email letter explains the reasons for reaching out to you and the rest of the City staff and leaders. I hope you will find the time to fully review this letter and the attached Addenda. The Mills Family has worked closely and successfully with the City of Camas and are the true genesis of the City's ability to move forward with the several land purchases that make up the wonderful acquisition of all the land along the North Shore of Lacamas Lake. In essence the Mills are asking the City to follow through on the promises made to the Mills Family as they went through the many different processes with the City that ended up with the sale and dedication of the key properties on Lacamas Lake now owned by the City of Camas.

I also hope you have time to discuss the ideas in this letter with Phil Bourquin, the Planning Staff, Shawn MacPherson, and the ex-administrator Pete Capell as you fully research the issues involved. They were all involved with the negotiations with the Mills and are all held in high regard. I and the Mills Family, know that with so little time on the job, and so many important issues on your plate, you cannot be too big of an influencer in the decisions to be made regarding the Mills remainder lands. However, you are in the lead administrative role in the City and will be major factor in the moral compass that directs the City's decisions as it moves forward. The Mills Family hope you will fully investigate and understand their agreements with the City and help in their endeavor to complete the comp plan and zoning transfers with the City as agreed upon and understood with the City during the long processes that lead to the sale to the City.

By the way, one of the Mills Family is Michael Mills who was a long time ombudsman at the City of Portland and was recently a project manager for Oregon Solutions, College of Urban & Public Affairs at Portland State. Michaels told me that he knows you and has worked with you in the past. When the timing is appropriate Michael, his brother John, and I would like to meet with you to discuss the Mills Family commitments to the City of Camas and plans for the future for the properties they have sold to the City of Camas including the iconic Leadbetter House.

I apologize for having the first contact with you be about potentially contentious business, but I don't think this will be the last time this type of issue crosses your new desk. Welcome to my world, and

Best wishes,

Kimbal R. Logan
Phone – 360.904.9090
Email – kimbal@kl-re.com

From: Kimbal Logan
Sent: Monday, July 20, 2020 1:15 PM
To: Barry McDonnell <BMcDonnell@cityofcamas.us>
Cc: kimbal@kl-re.com
Subject: FW: Letter regarding Staff Findings - Mills Family LLC application for Comp Plan Change

Barry,

The email below was previously sent to a mistaken email address. I hope you have time to review this important issue regarding the Mills Family and their property at Lacamas North Shore. Thanks if you do.

Kimbal R. Logan
Phone – 360.904.9090
Email – kimbal@kl-re.com

From: Kimbal Logan
Sent: Monday, July 20, 2020 11:58 AM
To: Barry McDonnell <bmmcdonnell@cityofcamas.us>; Phil Bourquin (pbourquin@cityofcamas.us) <pbourquin@cityofcamas.us>; Jerry Acheson <jacheson@cityofcamas.us>; Robert Maul <RMaul@cityofcamas.us>; Sarah Fox <sfox@cityofcamas.us>; Don Chaney <dchaney@cityofcamas.us>; Steve Hogan (shogan@cityofcamas.us) <shogan@cityofcamas.us>; Shawn MacPherson (macphersonlaw@comcast.net) <macphersonlaw@comcast.net>; 'LeAnne Bremer' <leanne.bremer@millernash.com>
Cc: Tim Hein (thein@gmail.com) <thein@gmail.com>; troy@earth-engineers.com
Subject: Letter regarding Staff Findings - Mills Family LLC application for Comp Plan Change

Dear City of Camas Leaders,

Please read and consider the attached email before any decisions are made regarding the Staff Findings on the Mills Family LLC application for a Comp Plan Amendment for its property in Lacamas North Shore. Thanks for your time and consideration. The exhibits to the email can be found through the links shown below.

I'm using Adobe Acrobat.

You can view "Mills.Camas.Exhibit.B.PSA..pdf" at: <https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:0f9813d2-caec-4772-b672-ddfd7a989c2e>

You can view "Mills.Conservation.LOI.PSA.pdf" at: <https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:99e8b398-b717-4438-aaed-d4b2aed31bb2>

You can view "Mills.Camas.Emails.Code.pdf" at: <https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:9c6765ec-e63e-4252-9a13-f4cf7b6a79a5>

You can view "Maps.misc.data.pdf" at: <https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:87ae7a17-b753-4710-889a-41fcaea57a18>

Kimbal R. Logan
Phone – 360.904.9090
Email – kimbal@kl-re.com

VANPORT MANUFACTURING, INC.

P.O. Box 97 ♦ 28590 SE Wally Rd. ♦ Boring, OR 97009
Phone (503)663-4447 ♦ Fax (503)663-1516

August 5, 2020

City of Camas
Attn: Sarah Fox, Senior Planner
Building and planning / Community Development
616 NE 4th Avenue
Camas, WA 98607

-

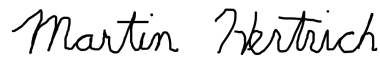
RE: property tax accounts 172970-000 and 986035-733

Dear Ms. Fox,

Vanport Manufacturing has received notice that its neighbor, Lofts at Camas Meadows LLC, owning tax parcel numbers 986035-734, 172963-00 and 175980-000, is applying for rezoning to commercial mixed-use. Vanport would like to support the change to commercial mixed use by means of this letter.

Furthermore, Vanport Manufacturing, Inc. is hereby requesting that its two tax lots on Camas Meadows Drive having tax parcel numbers 172970-000 and 986035-733 be included in the comprehensive plan amendment to allow for rezoning to commercial mixed use.

Thank you,



Martin Hertrich
Vanport Manufacturing, Inc.

cc: Lofts at Camas Meadows

August 6, 2020

City of Camas
Attn: Sarah Fox, Senior Planner
616 NE 4th Avenue
Camas, WA 98607

RE: Rezoning of properties on Camas Meadows Drive

Dear Ms. Fox,

I am writing to express my interest and support in the rezoning of several properties to Commercial Mixed Use along the North side of NW Camas Meadows Drive. Lofts at Camas Meadows LLC, owner of four parcels along this road, has applied for a rezoning application. I, on behalf of Pedwar Development Group (owners of property 986026-906), wish to support their efforts and application to rezone insofar as the Council supports rezoning our parcel as well.

The current Light Industrial zoning combined with the location of these properties restricts potential development to unique suitors. With Light Industrial businesses across the street, and new housing construction down the road, I believe the addition of a Commercial Mixed Use zone would increase the likelihood of development and provide a positive mix of development in the area.

I am kindly asking for the Council and your support.

Thank you,



Chris Williams
Managing Member
Pedwar Development Group, LLC

cc: Lofts at Camas Meadows

Exhibit 4
2020 CPA



LeAnne M. Bremer, P.C.
leanne.bremer@millernash.com
360.619.7002 direct line

Memorandum

VIA E-MAIL

To: City of Camas Planning Commission
c/o Sarah Fox

From: LeAnne M. Bremer, P.C., on behalf of the applicants, Lofts at Camas Meadows Phase I, LLC and Lofts at Camas Meadows Phase II, LLC

Subject: Lofts at Camas Meadows (CPA20-03)

Date: August 10, 2020

On behalf of the applicants, I am submitting additional information to support changing the plan designation and zone from LI/BP to Commercial/Mixed-Use for the approximate 4-acre parcel. A number of these items are in response to the discussion that occurred at the Planning Commission workshop on July 21, 2020.

We are submitting the following:

1. Exhibit 1, which shows the effect of the LI/BP setbacks on the site compared to the setbacks for the Mixed Use zone. As you will see, the setbacks under the LI/BP zone severely restrict development of the property. It is also noted that the minimum lot size for LI/BP sites is 10 acres (CMC 18.09.030-Table 1), and this site is 4 acres. In comparison, the site would meet the size and dimensional requirements of the Mixed-Use zone.

While variances are available to vary the setback requirements, the requested variance would be significant (a major variance under CMC 18-45-020.B.), and it is difficult to meet the variance criteria in CMC 18.45.040, which is a highly discretionary decision. These criteria are:

B. Approval of a major variance must demonstrate with findings of compliance with all of the following criteria:

1. The variance shall not constitute a grant of special privilege inconsistent with the limitation upon uses of other properties in the vicinity and zone in which the subject property is located;
2. That such variance is necessary, because of special circumstances or conditions relating to the size, shape, topography, location, or surroundings of the subject property, to provide it with use, rights, and privileges permitted to other properties in the vicinity and in the zone in which the subject property is located;[and]
3. The granting of such variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity and in the zone in which the subject property is located.

2. Exhibit 2, which shows potential mixed use development. These are examples only, but representative of what could be provided. Please note the benefits of this type of development listed on the exhibit.

3. Exhibit 3, which addresses the point raised at the workshop on whether this would be a Mixed-Use zone island. As this map shows, it would not. There is multi-family to the south, the golf course to the north, and single-family zones to the south and east. The site is on the edge of the LI/BP zone, rather than in the middle. The Mixed-Use zone would be complementary to the surrounding existing and planned uses.

4. Letter dated August 6, 2020, from Pedwar Development Group, a neighboring property owner (Tax Lot 986026-906). Pedwar supports the applicant's request.

5. Letter dated August 5, 2020 from Vanport Manufacturing, another neighboring property owner supportive of this request (Tax Parcel 172970-000 and 986035-733). Vanport Manufacturing also requests the same re-designation and rezone for its properties.

Thank you for your consideration, and we look forward to addressing this request more fully at the August 18, 2020 hearing.



NOT FOR CONSTRUCTION

CAMAS MEADOW WOODS - MIXED USE
Enter address here

ZONING ANALYSIS
08.11.20
Project #20-063



DESCRIPTION DATE

EXHIBIT 01 LI/BP ZONE vs MX ZONE
EX01

SITE INFORMATION:
4 TAXLOTS
174,246 SF; 4 ACRES

CAMAS ZONING CODE: TITLE 18

CURRENT ZONE: LI/ BP (LIGHT INDUSTRIAL/BUISNESS PARK)

18.09.030 : TABLE 1

MAX DWELLING UNITS:	NA
MIN LOT AREA:	10 ACRES
MIN LOT WIDTH:	NOT SPECIFIED
MIN LOT DEPTH:	NOT SPECIFIED
MIN FRONT YARD:	5' PER 1' OF BUILDING HEIGHT (200' MIN (40' BUILDING HEIGHT))
MIN SIDE YARD:	100' FOR BUILDING; 25' FOR PARKING
MIN REAR YARD:	100' FOR BUILDING; 25' FOR PARKING
LOT COVERAGE:	1 STORY (30%) 2 STORIES (40%) 3 STORIES (45%)
MAX BUILDING HEIGHT:	60'

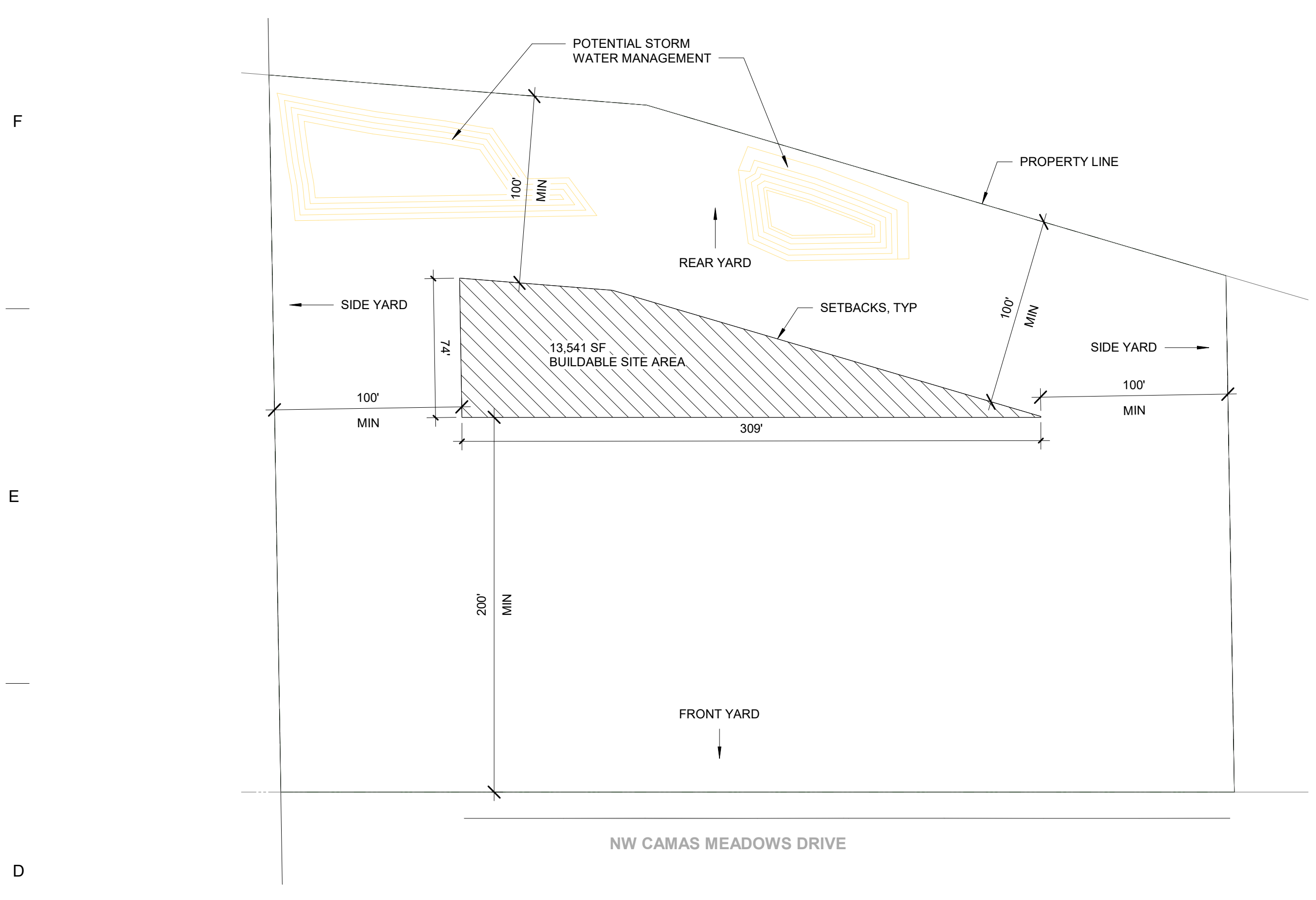
THIS SITE DOES NOT MEET REQUIREMENTS OF THE LI/BP SITE BECAUSE THE SITE IS ONLY 4 ACRES, WITH THE MINIMUM LOT AREA FOR THE LIGHT INDUSTRIAL/BUISNESS PARK BEING 10 ACRES. WITH THE MINIMUM SETBACKS ON THIS 4 ACRE SITE, THIS LEAVES ONLY 13,541 SF FO THE ALLOWABLE BUILDABLE AREA. THIS ALONE PRESENTS MANY RESTRICTIONS FOR USE OF THE SITE. SOME INDUSTRIAL AND FLEX SPACE USERS MAY NOT BE COMPATABLE WITH THE NEIGHBORING GOLF COURSE FOR A MULTITUDE OF REASONS; NOISE, SMOKE, FUMES, ETC.

CAMAS ZONING CODE: TITLE 18

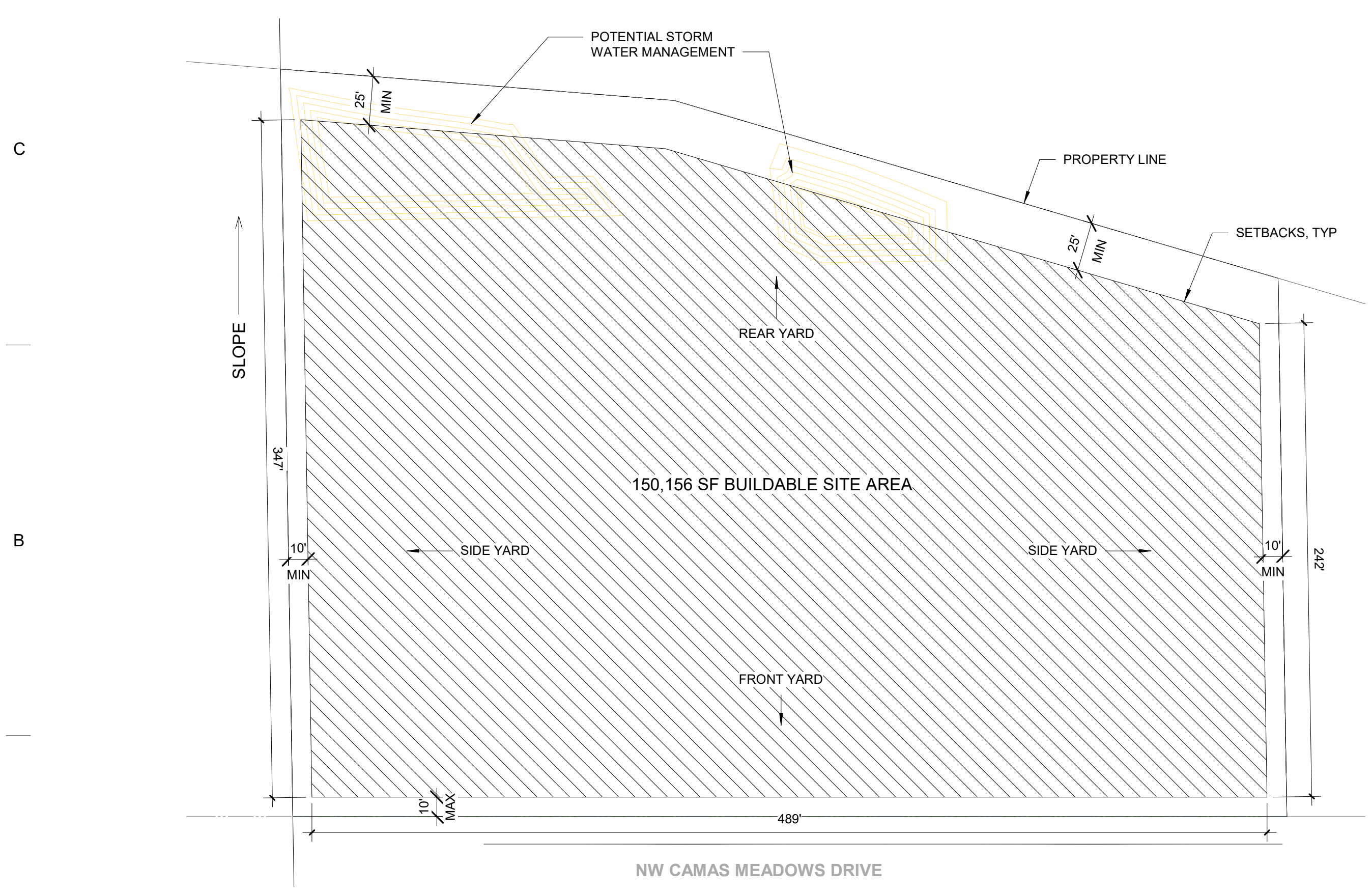
PROPOSED ZONE: MIXED USE (MX)

18.09.030 : TABLE 1		OUR SITE:
DWELLING UNITS / NET ACRE:	24	96 MAX UNITS ALLOWED ON 4 ACRES
MIN LOT AREA:	18,000SF	
MIN LOT WIDTH:	NONE	
MIN LOT DEPTH:	NONE	
MAX FRONT YARD:	10'	
MIN SIDE YARD:	10'	
MIN REAR YARD:	25'	
LOT COVERAGE:	1 STORY: 60% 2+: 50%	75,078SF (50% OF BUILDABLE SITE AREA)
MAX BUILDING HEIGHT:	NONE	

THE SITE CURRENTLY SITS ON THE BOUNDRY OF EMPLOYMENT AND RESIDENTIAL NEIGHBORHOODS, SO THE CHANGE FROM LI/BP TO MX WOULD COMPLIMENT THE SURROUNDING AREA. IF THE SITE ADDED RESIDENTIAL, THE VIEW OF THE GOLF COURSE WOULD ADD VALUE TO THE PROPERTY.



1 SITE PLAN - LI/BP ZONE
SCALE | 1" = 50'-0"



2 SITE PLAN - MX ZONE
SCALE | 1" = 50'-0"



NOT FOR CONSTRUCTION

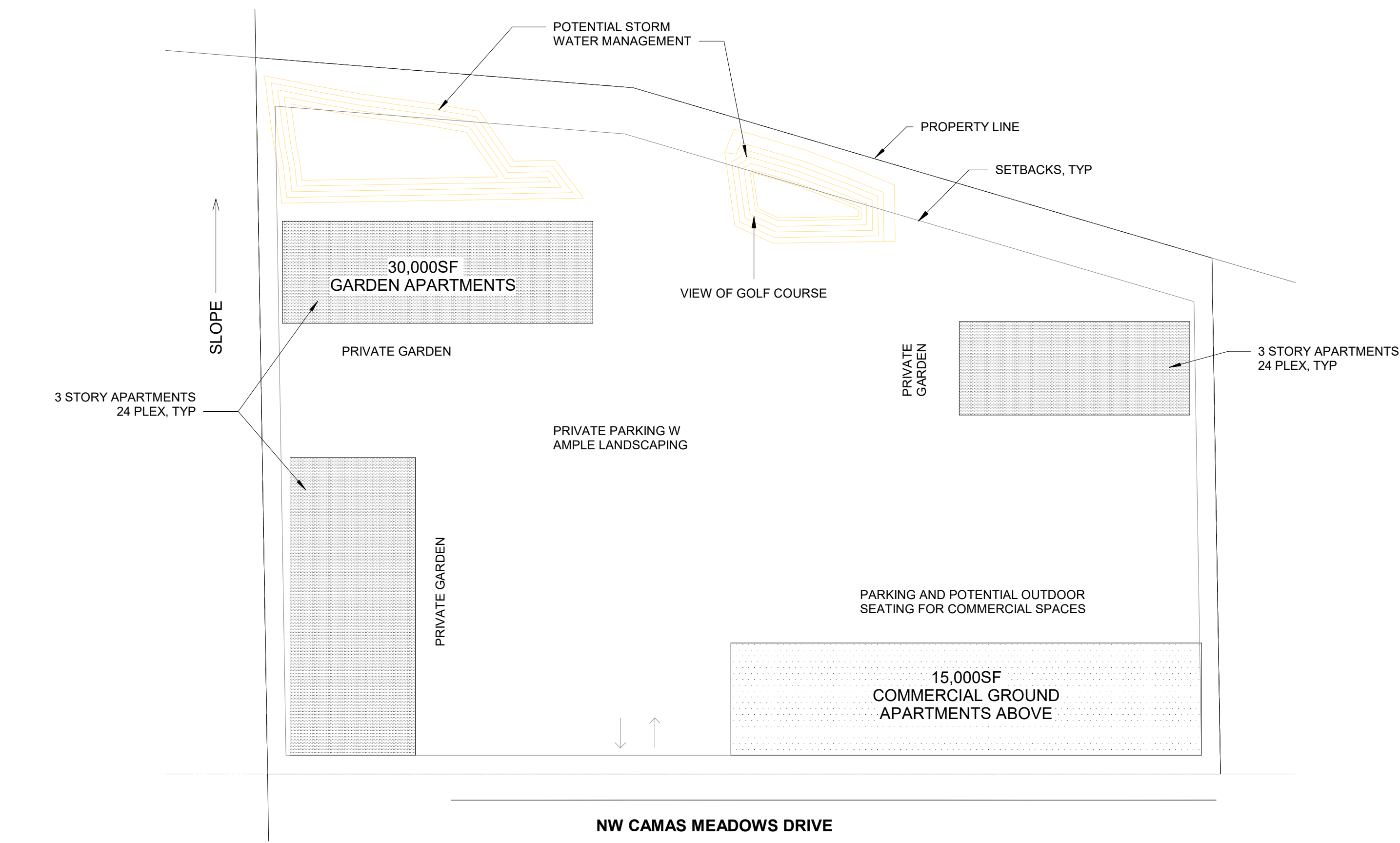
CAMAS MEADOW WOODS -
MIXED USE
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ZONING ANALYSIS
08.11.20
Project #20-063

DESCRIPTION	DATE

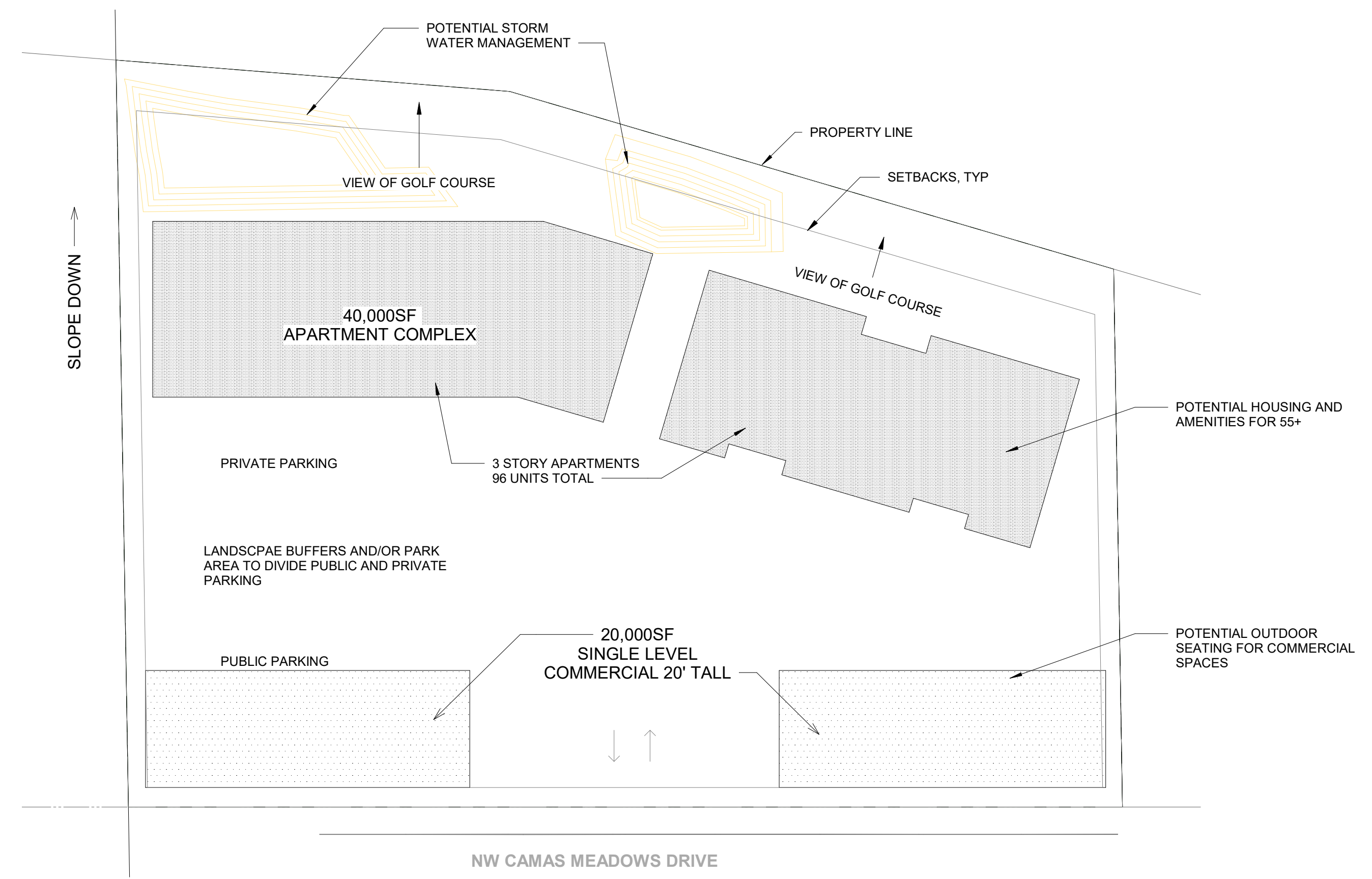
**MIXED USE -
POSSIBILITIES
EX02**



1 MIXED USE OPTION 1 - GARDEN APARTMENTS
SCALE | 1" = 50'-0"

GARDEN STYLE APARTMENT POSSIBILITIES:

- MULTIPLE STRUCTURES (SAME STYLE/LOOK) SPREAD ACROSS PROPERTY
- 3 STORIES, 24 UNITS PER APARTMENT STRUCTURE
- MORE 'PRIVATE' GARDEN SPACES - EACH STRUCTURE HAS THEIR OWN
- OPTION TO HAVE ONE OF THE STRUCTURES ON THE STREET - WITH OR WITHOUT COMMERCIAL ON GROUND LEVEL
- PRIVATE PARKING IN CENTRAL PROPERTY
- COMMERCIAL STRUCTURE - OPTION TO HAVE APARTMENTS ABOVE GROUND LEVEL OR LEAVE IT AS ONE STORY TO ADD DIMENTION TO SITE
- 'PEEK-A-BOO' VIEWS OF THE GOLF COURSE FROM STREET



2 MIXED USE OPTION 2 - MASS
SCALE | 1" = 50'-0"

'MASS' BUILDING APARTMENT COMPLEX POSSIBILITIES:

- HAVING ALL LIVING UNITS ON THE 'BACK' OF THE PROPERTY, THE TALL 3 STORY BUILDING SLOPES DOWN WITH THE TOPOGRAPHY GIVING THE RESIDENTS THE VIEW OF THE GOLF COURSE AS WELL AS LOOKING LIKE A ONE STORY BUILDING FROM THE STREET VIEW (BLEND IN WITH THE NEIGHBORING PROPERTY BUILDINGS ACROSS THE STREET)
- OPTION FOR THE COMMERCIAL TO BE ONE BUILDING OR TOW, ON THE STREET SIDE. THIS COULD BE ONE STORY OR HAVE TOWNHOMES ABOVE (OR ONE OF EACH)
- WITH A LARGE MODERN BUILDING IN THE BACK AND A MORE TRADITIONAL TOWN HOME LOOK IN THE FRONT WOULD ADD DIFFERENT LIVING OPTIONS FOR THE RESIDENTIAL AS WELL AS ADD DIMENTION AND ARCHITECTURAL AESTHETICS FOR DIFFERENT BUILDING TYPES TO THE SITE

GENERAL MIXED USE ADVANTAGES FOR THE SITE:

- UP TO 60,000 SF USED OUT OF THE 75,000SF ALLOWABLE (WITH THE COMBINED COMMERCIAL AND RESIDENTIAL)
- POSSIBILITY FOR USING ONE BUILDING FOR 55+ WITH A RANGE OF AMENITIES
- PLENTY OF SPACE FOR PARKING & LANDSCAPING - BOTH FOR PUBLIC AND FOR PRIVATE RESIDENTS
- RESIDENTS OVERLOOKING THE GOLF RESORT, WHILE COMMERCIAL FACES THE MAIN STREET
- 1. RESIDENTIAL NEIGHBORING A GOLF COURSE BRINGS VALUE TO THE PROPERTY
- 2. COMMERCIAL ON THE MAIN STREET WILL BRING IN THE TRAFFIC
- RANGE OF POSSIBILITIES FOR RESIDENTIAL; SINGLE FAMILY, MULTI FAMILY, STUDIO - 2BD RM APARTMENTS, TOWNHOMES, ETC.
- POSSIBILITY TO BREAK THE COMMERCIAL BLOCK UP TO CREATE OUTDOOR AREAS : OUTDOOR SEATING FOR RESTAURANTS, GREEN SPACES, LANDSCAPING, ETC
- POTENTIAL ROOF TOP SPACE FOR THE COMMERCIAL SPACE ON STREET TO VIEW GOLF COURSE

THE MAIN PURPOSE OF THE LUBP IS FOR THE DISTRICT IS FOR THE FACILITIES TO BE 'CAMPUS-STYLE', WITH AMPLE LANDSCAPING, EFFECTIVE BUFFERS, AND ARCHITECTURAL FEATURES TO BE COMPATIBLE WITH THE SURROUNDING USES. (CH. 18.21.010) BECAUSE OF THE SIZE OF THE PROPERTY AND THE MINIMUM SETBACKS ALLOWED, A 'CAMPUS-STYLE' DISTRICT WILL BE BETTER ACHIEVED WITH A MIXED USE BUILDING LAYOUT RATHER THAN A LIGHT INDUSTRIAL BUILDING. FIGURES 1 AND 2 SHOW LAYOUT POSSIBILITIES, BOTH WITH GARDEN SPACES, PARKING AND MULTIPLE BUILDINGS. MIXED USE IS A ZONE THAT PROVIDES FOR A WIDE RANGE OF COMMERCIAL AND RESIDENTIAL USES. COMPACT DEVELOPMENT IS ENCOURAGED THAT IS SUPPORTIVE OF TRANSIT AND PEDESTRIAN TRAVEL. (CH. 18.21.050)



WOODBLOCK ARCHITECTURE, INC.
827 SW SECOND AVENUE, SUITE 300
PORTLAND, OR | 97204 | P. 503.589.0604

CAMAS MEADOW WOODS - MIXED USE
Enter address here

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ZONING ANALYSIS
08.11.20
Project #20-063

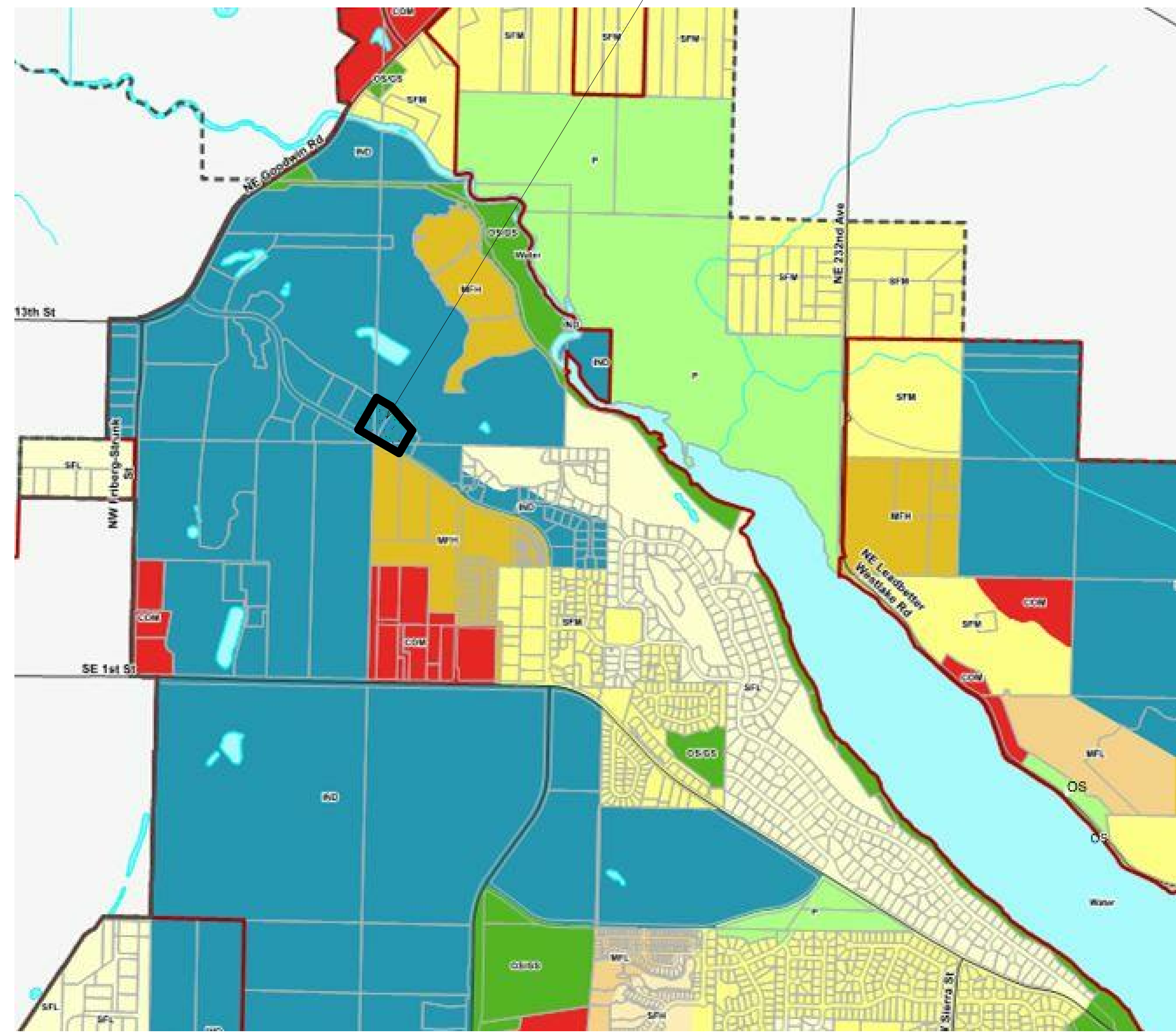


DESCRIPTION DATE

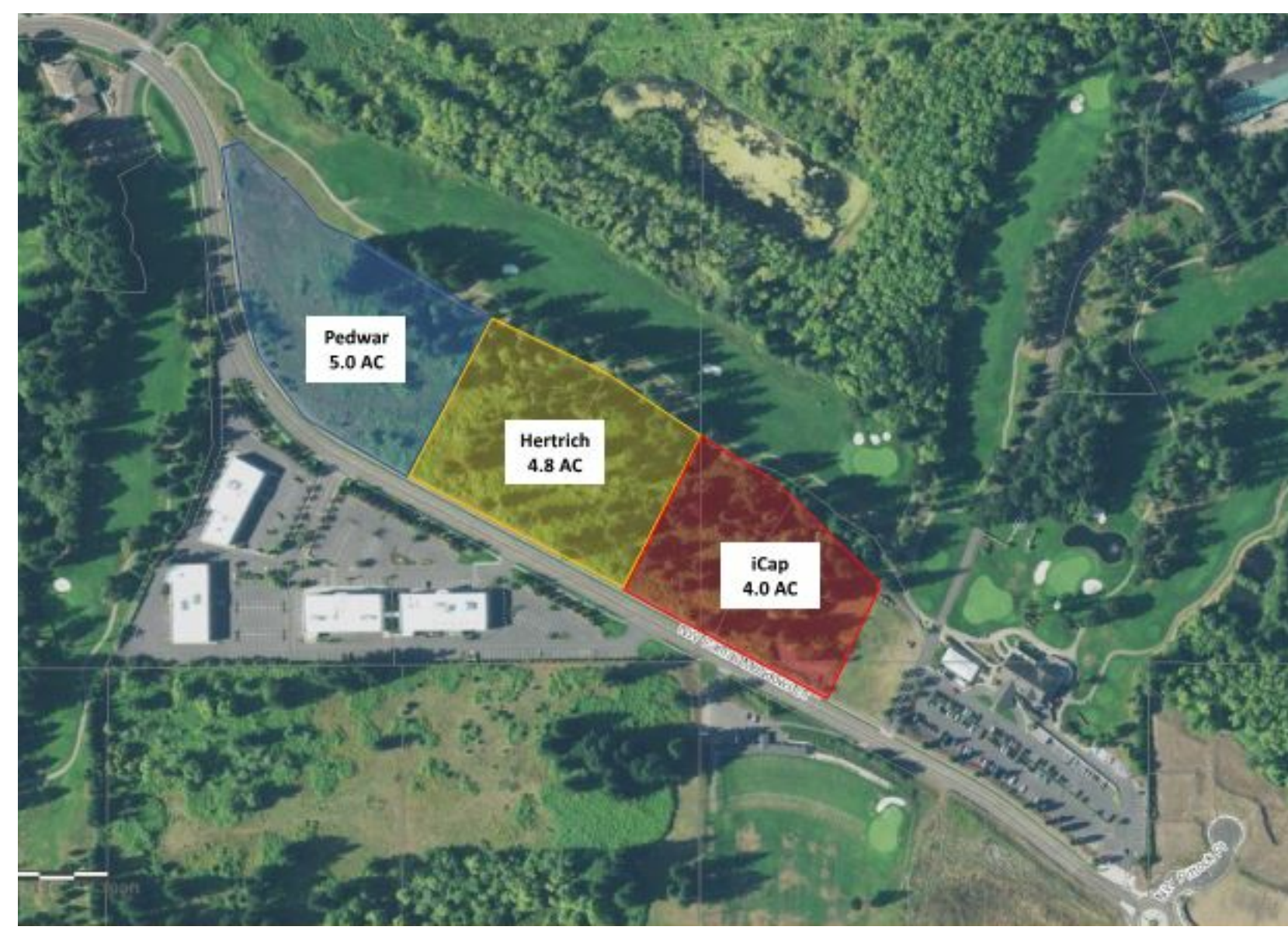
EXHIBIT 02 ZONING MAP EX03

NOT FOR CONSTRUCTION

PROPERTY



PROPERTY ENLARGED (IN RED)



NEIGHBORING PROPERTY OWNERS (SHOWN IN BLUE AND YELLOW IN MAP ABOVE) HAVE SHOWN SUPPORT FOR THE COMP PLAN AMENDMENT / REZONE.

- Comprehensive Plan**
- Commercial
 - Industrial
 - Single-Family_Low
 - Single-Family_Medium
 - Single-Family_High
 - Multi-Family_Low
 - Multi-Family_High
 - Park (P)
 - Open space/Green space (OS)

1 Camas Zoning Map EX03

- THIS PROPERTY:**
- BORDERS WITH HIGH MULTI FAMILY DIRECTLY TO THE SOUTH
 - GOLF CLUB DIRECTLY TO THE NORTH
 - SINGLE FAMILY ZONES TO THE SOUTH AND EAST
 - WITH OF THE SURROUNDINGS OF BOTH INDUSTRIAL AND SINGLE FAMILY AND MULTI FAMILY ZONES; COMMERCIAL WOULD BENEFIT AS WELL AS BE BENEFICIAL - CAFE, SMALL GROCERS, ETC (THE SITE IS OVER 4 MILES FROM DOWNTOWN CAMAS)
 - LARGE PARK & GOLF COURSE WOULD ALSO BENEFIT FROM A COMMERCIAL ZONE
 - SPLASHES OF COMMERCIAL ALL OVER - IF THE PROPERTY WAS REZONED TO MIXED USE IT WOULDN'T BE AN 'ISLAND' WITHIN ITSELF
 - PLENTY OF VACANT LAND TO THE NORTH AND WEST THAT IS ZONED LI/BP

- COMMERCIAL / RETAIL THAT THE COMMUNITY WOULD BENEFIT FROM IN THIS AREA, INCLUDING BUT NOT LIMITED TO;
- RESTAURANTS
 - CAFE / DELI
 - CLOTHING
 - HARDWARE
 - APPLIANCES
 - OFFICE SPACE
 - BANKS

VANPORT MANUFACTURING, INC.

P.O. Box 97 ♦ 28590 SE Wally Rd. ♦ Boring, OR 97009
Phone (503)663-4447 ♦ Fax (503)663-1516

August 5, 2020

City of Camas
Attn: Sarah Fox, Senior Planner
Building and planning / Community Development
616 NE 4th Avenue
Camas, WA 98607

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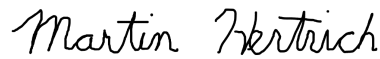
RE: property tax accounts 172970-000 and 986035-733

Dear Ms. Fox,

Vanport Manufacturing has received notice that its neighbor, Lofts at Camas Meadows LLC, owning tax parcel numbers 986035-734, 172963-00 and 175980-000, is applying for rezoning to commercial mixed-use. Vanport would like to support the change to commercial mixed use by means of this letter.

Furthermore, Vanport Manufacturing, Inc. is hereby requesting that its two tax lots on Camas Meadows Drive having tax parcel numbers 172970-000 and 986035-733 be included in the comprehensive plan amendment to allow for rezoning to commercial mixed use.

Thank you,



Martin Hertrich
Vanport Manufacturing, Inc.

cc: Lofts at Camas Meadows

Pedwar Development Group, LLC

August 6, 2020

City of Camas
Attn: Sarah Fox, Senior Planner
616 NE 4th Avenue
Camas, WA 98607

RE: Rezoning of properties on Camas Meadows Drive

Dear Ms. Fox,

I am writing to express my interest and support in the rezoning of several properties to Commercial Mixed Use along the North side of NW Camas Meadows Drive. Lofts at Camas Meadows LLC, owner of four parcels along this road, has applied for a rezoning application. I, on behalf of Pedwar Development Group (owners of property 986026-906), wish to support their efforts and application to rezone insofar as the Council supports rezoning our parcel as well.

The current Light Industrial zoning combined with the location of these properties restricts potential development to unique suitors. With Light Industrial businesses across the street, and new housing construction down the road, I believe the addition of a Commercial Mixed Use zone would increase the likelihood of development and provide a positive mix of development in the area.

I am kindly asking for the Council and your support.

Thank you,



Chris Williams
Managing Member
Pedwar Development Group, LLC

cc: Lofts at Camas Meadows

From: Kimbal Logan <kimbal@kl-re.com>
Sent: Monday, August 10, 2020 11:29 PM
To: Sarah Fox
Cc: Barry McDonnell; Phil Bourquin; Shawn MacPherson (macphersonlaw@comcast.net); Jerry Acheson; Fox, Jamal; Steve Hogan; Don Chaney; 'LeAnne Bremer'; mpmills18@gmail.com; pakjam@gmail.com; karenmartel@comcast.net
Subject: Mills Family LLC - Application for Comp Plan Amendment - 57 acres in Lacamas North Shore

Sarah,

This email is in response to your gracious offer to allow the Mills Family or me to add additional documents to be reviewed by the Planning Commission and the Public before the next Planning Commission meeting to discuss the Comp Plan Amendments for this year including the Mills Property at Lacamas North Shore. I appreciate your thoughtful heads up. I did not receive your email sent at 4:45 PM today until well after 8:00 PM because I was out of the office. I read your previous email to give allow me to send the additional documents and information to you by the end of the day today. Considering it is being sent to you on August 10, I hope you will accept it on behalf of the Mills Family and work with us and the Planning Commission to get full information to them before the August 21, 2020 meeting. I apologize for delaying you for today, but hope the complete information being sent to you and the Planning Commission and the public will be helpful for all of us. Please let me know if you intend to add this information to the document list. I hope you do in consideration of the Mills and your stated deadline.

Since I have in the past and more recently sent to you a lot of documents and emails that I hope are to be included in the package to be reviewed by the Planning Commission, I will not resend any of that information. Please let me know right away if any of the previous information sent to you has not or will not be forwarded to the Planning Commission and made available to the public.

Also, since I still do not have a copy of the Staff recommendations for support and approval of the Mills Application and am requesting that once I and the Mills are able to review the Staff recommendations (hopefully well before the Planning Commission meeting on the 21st), that we will be able to respond in a public way to the recommendations and observances once we know what they are. Hopefully the Staff will be making a Good Faith Effort to recommend approval of the Comp Plan Amendment as proposed by the Mills and much of my worries about the procedures will disappear.

As for this email and the additional documentation that I would like submitted on behalf of the Mills I am including the following submittals:

- A letter from me objecting to some of the staff observations and findings in the Staff Report for Annual Comprehensive Plan Amendments dated June 30, 2020.
- A copy of the Road Plan for the area recommended and adopted by the Legacy Lands Committee of the City of Camas
- A copy of the site plan approved for the Dens development site adjacent to the City Gun Club Property and abutting the Mills remainder lands including the approved NE Fargo Street
- A copy of the Purchase and Sale Agreement between the Mills Family LLC and the City of Camas including the proposed and supported site and zoning plan for the Mills 57 acre remainder property
- A copy of an Archeological Investigation of the Mills remainder property completed by Archeological Investigations Northwest Inc (Amber Roesler)
- A copy of a Wetland and Habitat Investigation of the Mills Remainder property completed by Olson Environmental Inc. (Kevin Grosz)
- A copy of a Phase 1 Environmental Investigation of the Mills remainder property completed by Berger ABAM (Amber Roesler) – * to be sent later * they sent me the wrong report
- A copy of a Preliminary Geotechnical Investigation of the Mills remainder Property completed by Earth Engineers Inc (Troy Hull)

I'm using Adobe Acrobat.

You can view "Mill.Logan.Letter.Objections.Findings.Aug.2020.docx" at: <https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:da78f29e-bf98-46c4-875c-6a9747c82249>

You can view "Legacy.Advisory.Master.Plan.Map.1.pdf" at: <https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:c385a88e-9d31-4d3d-84d9-a48071a5b541>

You can view "Legacy.Advisory.Master.Plan.Map.2.pdf" at: <https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:af45050b-8664-43b5-ae0c-4241317093e2>

You can view "Legacy Land Committee Mtg 3 Presentation_revised (003).pdf" at: <https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:d7725152-c652-4bb0-8137-911b68eccecd>

You can view "Mills.Dens.West.Plat.2014.Exhibit.2.pdf" at: <https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:01c50403-7564-4445-bfb1-d18b95826af8>

You can view "Mills.Camas.PSA.1.2018.11.30.executed.pdf" at: <https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:827bb0dd-bb01-467f-9f50-2c40079cb213>

You can view "AINW.Report.Mills.2019.03.14.pdf" at: <https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:61740cbf-445f-4dee-a37d-dc454d62f96b>

You can view "Mills.Wetland.Habitat.Assess.2019.03.05.pdf" at: <https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:005cac12-c502-4889-9827-5233c8bd7425>

You can view "19-033-1 (Preliminary Geotechnical Report 57-Acre Property The Mills Family LLC Camas FINAL).pdf" at:

<https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:788f4e4e-86c1-40c5-836d-9300c3361d44>

Thanks again for your gracious offer and consideration given to the Mills and myself, Sarah. I look forward to working with you in the future.

Kimbal R. Logan

Phone – 360.904.9090

Email – kimbal@kl-re.com

Sarah Fox, Robert Maul, Phil Bourquin,
Planning Staff – City of Camas

Re : Staff Report Annual Comprehensive Plan Amendments – City of Camas

Dear Sarah and Staff,

I have nothing but respect for the amount of work you all do and have done for the City of Camas and its future, and your commitment to what you think is best for the City of Camas. As I have come to expect, you have done a thorough and well thought out job of reviewing the rules and procedures needed for proceeding with public actions affecting the future of Camas.

Nonetheless, regarding the Mills Family Application for Comprehensive Plan Change, I think you have chosen to follow a path envisioned by the Staff and what the Staff sees as viable rather than a path balanced between the existing land use plans approved by the City, County, and State (through the Growth Management Act), the private property rights and wishes of the existing landowners, and the not fully informed wishes of the general public that have been lead to believe that they, along with the City Staff can implement whatever plan they want for previously planned and approved private property owned by private citizens.

It seems to me that in your discussion of the Mills Application and in your Findings, you have not pointed out to the public, the Planning Commission, or the City Council the following:

- In your discussion of comprehensive plan goals, you correctly point out Economic Development Goals for the North Shore and ignore or minimize the equally important goals in Lacamas North Shore for adequate and disparate housing types.
- You have not mentioned (in any public way) the agreements that were made with the Mills Family when they agreed to move forward with the sale of 33 acres of spectacular public property to the City including the historic Leadbetter House at a discounted price in exchange for a “good faith, best effort” by the Staff to provide the Mills with the zoning and road access they need to not be substantially damaged from their sale of land to the City.
- In negotiating with the City, it was the Mills’ intention to end up with the same amount of MF-10 land and MF-18 they owned after the sale to the City as they owned before the sale to the City. The City staff agree to support this result. However, as far as we know, the City staff and leaders have never made this agreement (that provided such a spectacular win for the City and the future of the area) clearly known.

- You seem to want to put into play the rules and development conditions hoped for by the staff and many others from the proposed North Shore Sub-Area Plan before it is ratified and legally approved. You have proposed to the public at large that the remaining land in Lacamas North Shore is a blank slate that they can have changed to any zoning desired; that with the adoption of a new sub-area plan the old plan can be thrown out the window. The existing Comp Plan for the area was originally split between Mixed Use Zoning and Business Park Zoning. The current Comprehensive Plan and zoning have clearly planned and approved areas of Business Park and Multiple Family Zones already in place. As far as I can tell any proposed Sub-area Plan or Comp Plan Amendment is supposed to be consonant with and subordinate to the existing Comp Plan and zoning for the area. Meaning a refinement of existing approved uses and goals not a dramatic change of the Comp Plan or uses.
- By equivocating over the proposal from the Mills Family and by your Findings, you give the impression that the Mills are trying to change BP land into multi-family land when in fact it was the Mills intention all along to maintain the same amount of Multi-Family Land that they always had and no more.
- You have not clearly pointed out that previous purchases by the City and the School District have removed well over 600 residential units from the Lacamas North Shore Area. You seem willing to trade other BP Land (not owned by the Mills) into residential land when the intention of the Growth Management Board, the State of Washington, Clark County, and the City of Camas was to maintain as much as possible the correctly planned and approved existing BP property in the area.
- The loss of 600 housing units in the area will cause a problem when it comes to paying the latecomers fees due to the Camas School system to pay for the new water lines in the area or that the development fees needed to pay for the new sewer system in the area would benefit greatly from additional multi-family development in the area.
- The topography of the Mills Family remainder lands makes it problematic to leave any BP land in the Mills Family remainder lands. Road access and development realities will limit the scope of the development. I believe that mixing BP right next door to multi family residential and retirement housing when other BP land is available next door is not good planning. The loss of 600 housing units in the area will cause a problem when it comes to paying the latecomers fees due to the Camas School system to pay for the new water lines in the area or that the development fees needed to pay for the new sewer system in the area would benefit greatly from additional multi-family development in the area.
- The Dens Family with the approval of the City Staff had proposed to the Mills Family that the Mills Family share the cost of construction of NE Fargo Street and agree that it could be removed at some point in time in the future when the City or some other entity provided adequate road access to the Mills properties from the North.

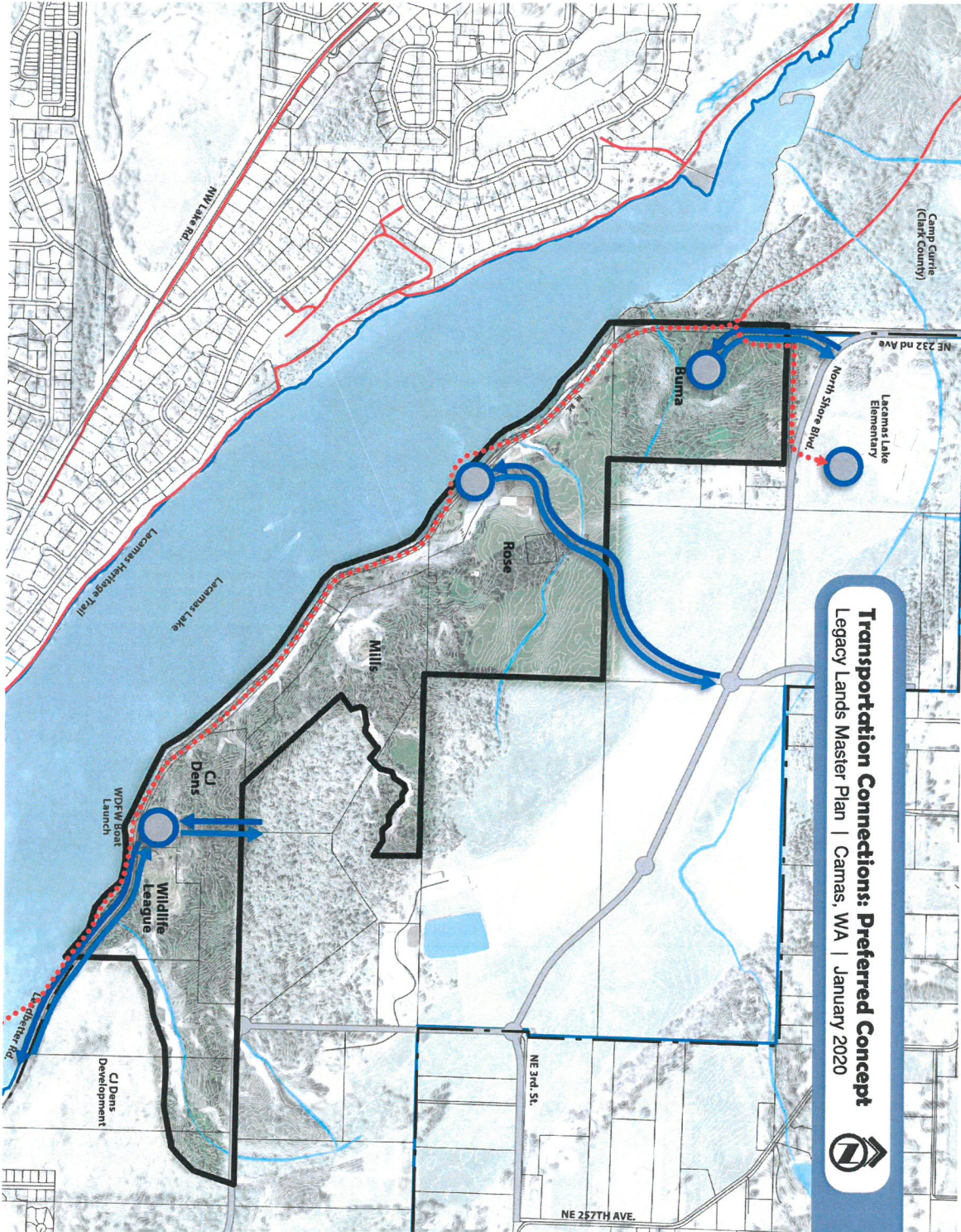
- The Legacy Lands Advisory Board recommended that a road be planned providing access to the Mills Family remainder lands from Leadbetter Road adjacent to the Gun Club Property to the Mills Family remainder lands.
- Leadbetter Road will have to be left open for a long time to provide access to the improvements to the Gun Club Property and the public boat launch. This is to the same access point as the Dens proposed NE Fargo Street.
- To facilitate the purchase of the 33 acres by the City, the City helped arrange and pay for a boundary line adjustment of the Mills Property to reflect the new property boundaries indicated in Exhibit B to the Purchase and Sale Agreement between the City and the Mills Family. City Code for Boundary line adjustments prohibits creation of a new lot by boundary line adjustment from having resulting mixed zoning codes or creating lots without legal access to a public road. Approval of the Comp Plan Amendment as applied for will solve both potential problems facing the Mills and the City.
- Originally, the City had expressed interest in the whole Mills Property but was focused on other purchases. The Mills were the source of the idea and the proposal for the sale of the 33 acres and Leadbetter House and other significant lands to the City in exchange for the zoning and road changes still being applied for in their remainder properties. First through Columbia Land Trust, then the Conservation Fund, and then the City, the proposal from the Mills has never changed. The City went forward with the purchase and now is backing away from the City Staff making a “good faith, “best effort” to grant the Mills what they reasonably bargained for. . . . To quote Brooks and Dunn: “That aint no way to go”.

The Mills are good people who have worked successfully with the City of Camas for many years. The City of Camas should recognize its relationship with and responsibilities to the Mills Family as it considers this Comp Plan Amendment. However, I do not believe those would be the best reasons to approve this Comp Plan Amendment.

The best and real reason to approve the Comp Plan Amendment is that the Amendment is in the best interest of the City of Camas and its citizens. It will provide much needed high-end and mid-range multi-family housing and / or retirement housing in Lacamas North Shore. It will be a real boon for the myriad of jobs that will be created in the area if the City sticks to its original long-range plans for the North Shore Commerce Center. It will provide much needed funds to pay for existing public improvements like water and sewer lines and road improvements. The net result will be an area of quality high-end and mid-range low density multifamily housing owned by local well financed developers and investors who intend to hold the properties developed for the long term. This low density beautifully landscaped area of development with walking trails to the public parks and Lacamas Lake will be a gem in the crown jewel of Camas – Lacamas North Shore, and a testament to the vision and grit of the City of Camas Staff, the City of Camas Leaders, Columbia Land Trust, and the Mills Family. I urge to move forward with the commitments already planned for,

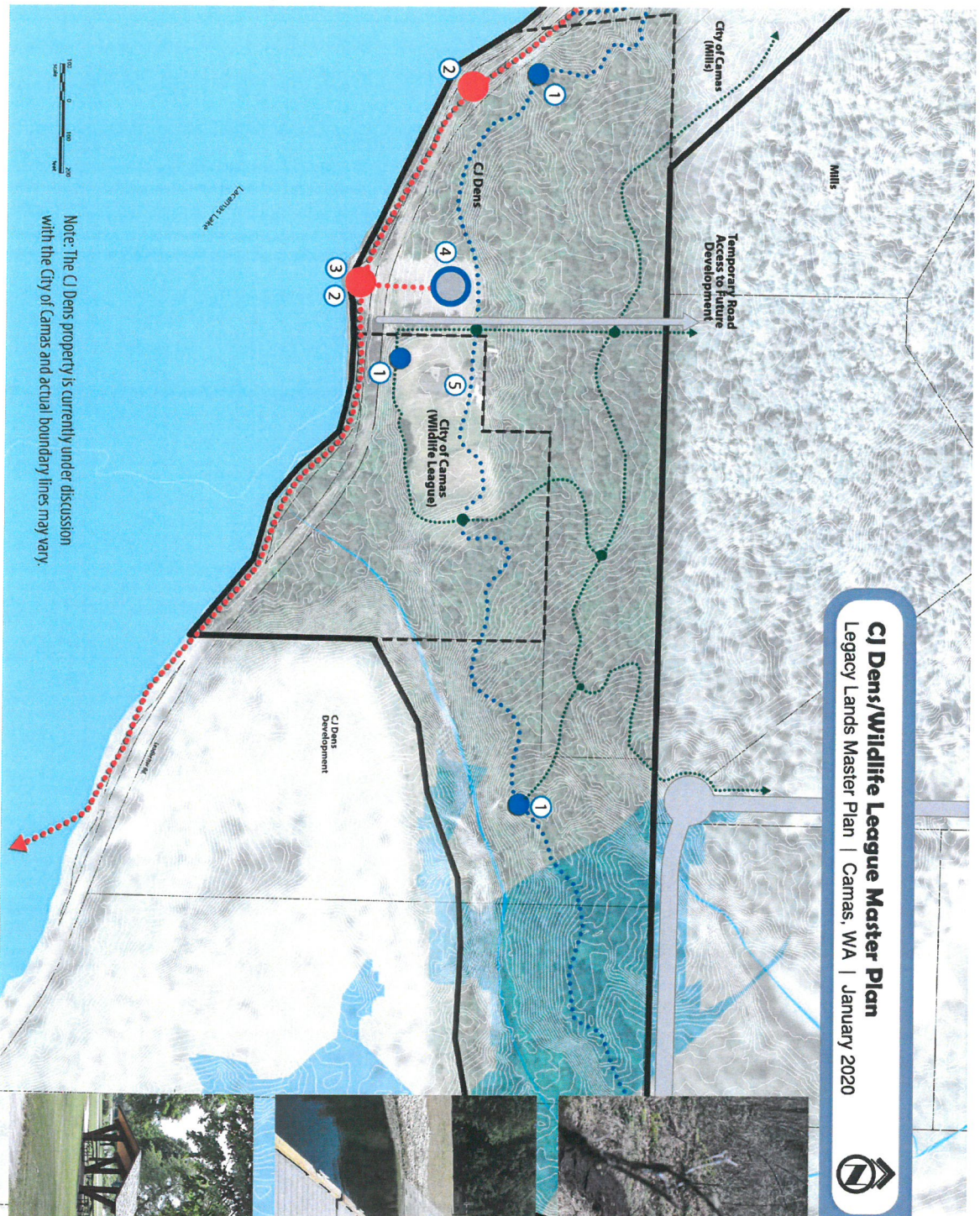


- Northbound Lane
- Southbound Lane
- Existing Trail
- Proposed Trail
- Future Transportation
- Parking/Trailheads





- Legacy Lands
- Waterfront Trail
- Ridge Line Trail
- Hiking/Biking Trails
- Wetlands
- Viewpoints
- Water Access
- Boat Launch
- Trailhead
- Day-use Area



CJ Dens/Wildlife League Master Plan
 Legacy Lands Master Plan | Camas, WA | January 2020






Earth
Engineers,
Inc.

2411 Southeast 8th Avenue • Camas • WA 98607

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

www.earth-engineers.com

May 28, 2019

Lacamas North Shore LLC
2001 Southeast Columbia River Drive, Suite 100
Vancouver, Washington 98661

Telephone: 360-694-9940

Fax: 360-694-9999

E-mail: karenmartel@comcast.net

**Subject: Preliminary Geotechnical Investigation Report
57-Acres of the Mills Family Property – Parcels 5 and 6
North Shore of Lacamas Lake
Camas, Clark County, Washington
EEI Report No. 19-033-1**

To whom it may concern:

Earth Engineers, Inc. (EEI) is pleased to provide our attached Preliminary Geotechnical Investigation Report for the above referenced project. This report includes the results of our field investigation, an evaluation of geotechnical factors that may influence the proposed construction, and preliminary geotechnical recommendations for the future buildings and general site development.

We appreciate the opportunity to perform this geotechnical study and look forward to continued participation during the design and construction phases of this project. If you have any questions pertaining to this report, or if we may be of further service, please contact our office at 360-567-1806.

Sincerely,
Earth Engineers, Inc.

A handwritten signature in black ink, appearing to read "T Hull", is placed above the name of the signatory.

Troy Hull, P.E.
Principal Geotechnical Engineer

A handwritten signature in black ink, appearing to read "Jacqui Boyer", is placed above the name of the signatory.

Jacqui Boyer
Geotechnical Engineering Associate

Attachment: Preliminary Geotechnical Investigation Report

Distribution (electronic copy only):
Addressee

Kimbal Logan, Kimbal Logan Real Estate & Investment (kimbal@klreico.com)



**PRELIMINARY GEOTECHNICAL
INVESTIGATION REPORT**

**57-Acres of the Mills Family Property
Parcels 5 and 6
North Shore of Lacamas Lake
Camas, Clark County, Washington**

Prepared for:

**Lacamas North Shore LLC
2001 Southeast Columbia River Drive
Suite 100
Vancouver, Washington 98661**

Prepared by:

**Earth Engineers, Inc.
2411 Southeast 8th Avenue
Camas, Washington 98607
Phone: 360-567-1806
Fax: 360-253-8624**

EI Report No. 19-033-1

May 28, 2019

A handwritten signature in black ink, appearing to read "Jacqui Boyer", written over a horizontal line.

**Jacqui Boyer
Geotechnical Engineering
Associate**



EXPIRES 09/06/ 19

**Troy Hull, P.E.
Principal Geotechnical Engineer**

TABLE OF CONTENTS

	Page No.
1.0 PROJECT INFORMATION	1
1.1 Project Authorization	1
1.2 Project Description	1
1.3 Purpose and Scope of Services	3
2.0 SUBSURFACE CONDITIONS	5
2.1 Site Location and Description	5
2.2 Mapped Geology and Soils	10
2.2 Subsurface Materials.....	13
2.4 Groundwater Information.....	15
2.5 Seismicity.....	16
3.0 EVALUATION AND FOUNDATION RECOMMENDATIONS.....	17
3.1 Geotechnical Discussion	17
3.2 General Site Preparation	18
3.3 Structural Fill	18
3.4 Foundation Recommendations.....	19
3.5 Retaining Walls	20
3.6 Pavement Recommendations	22
4.0 CONSTRUCTION CONSIDERATIONS	24
4.1 Drainage and Groundwater Considerations.....	24
4.2 Excavations.....	24
5.0 REPORT LIMITATIONS.....	26
 APPENDICES:	
Appendix A – Site Location Plan	
Appendix B – Exploration Location Plan	
Appendix C – Exploration Logs	
Appendix D – Soil Classification Legend	
Appendix E – Depth to Drive Probe Refusal Plan (i.e. inferred bedrock depth)	
Appendix F – Surcharge-Induced Lateral Earth Pressures for Wall Design	

1.0 PROJECT INFORMATION

1.1 Project Authorization

Earth Engineers, Inc. (EEI) has completed a preliminary geotechnical investigation report for the potential future development of 57-acres of the Mills Family LLC property off the North Shore of Lacamas Lake in Camas, Washington. Our geotechnical services were authorized by Lacamas North Shore LLC on February 26, 2019 by signing our Proposal No. 19-P040 issued on February 15, 2019.

1.2 Project Description

Our current understanding of the project is based on the information Kimbal Logan with Kimbal Logan Real Estate and Investment provided via e-mail to EEI Principal Geotechnical Engineer Troy Hull on February 6, 2019. Briefly, we understand the Mills Family LLC has recently signed closing documents for the sale of 33-acres of their 90-acre property to the City of Camas. Mr. Logan has informed us that the remaining 57-acres adjacent to the future City property are still owned by the Mills Family, and that the property is currently under a real estate purchase and sale agreement between the Mills Family and Lacamas North Shore LLC (the client). As such, this report will concern the potential future development of the overall property identified as "Parcels 5 and 6".

We have also received the following documents pertaining to the project via e-mail:

- **A map prepared by Minister Glaeser Surveying Inc. titled "Mills Family LLC. Boundary Line Adjustment: All Parcels", dated January 29, 2019.** This map shows the parcels that make up the entire 90-acre property, previously owned by the Mills Family. The map divides the property into 5 parcels (Parcels 1, 2, 4, 5, and 6), shown in Figure 1 below. Mr. Logan has informed us that the sale of Parcels 1, 2, and 4 to the City of Camas has closed, while Parcels 5 and 6 has remained under the ownership of the Mills Family.
- **A map prepared by Minister Glaeser Surveying Inc. titled "Mills Family LLC. Boundary Line Adjustment: Parcel 5", dated January 28, 2019.** This map shows a survey of Parcel 5, which has remained under the ownership of The Mills Family for now. The map indicates that Parcel 5 is 35.61-acres in size.
- **A map prepared by Minister Glaeser Surveying Inc. titled "Mills Family LLC. Boundary Line Adjustment: Parcel 6", dated January 29, 2019.** This map shows a survey of Parcel 6, which has also remained under the ownership of The Mills Family for now. The map indicates that Parcel 6 is 21.02-acres in size.

- **An undated, untitled map showing Lidar contours overlying the subject parcels.** It should be noted that this map does not show elevations on the contours, or provide a scale. However, it does show the general trend of the slopes in the area.

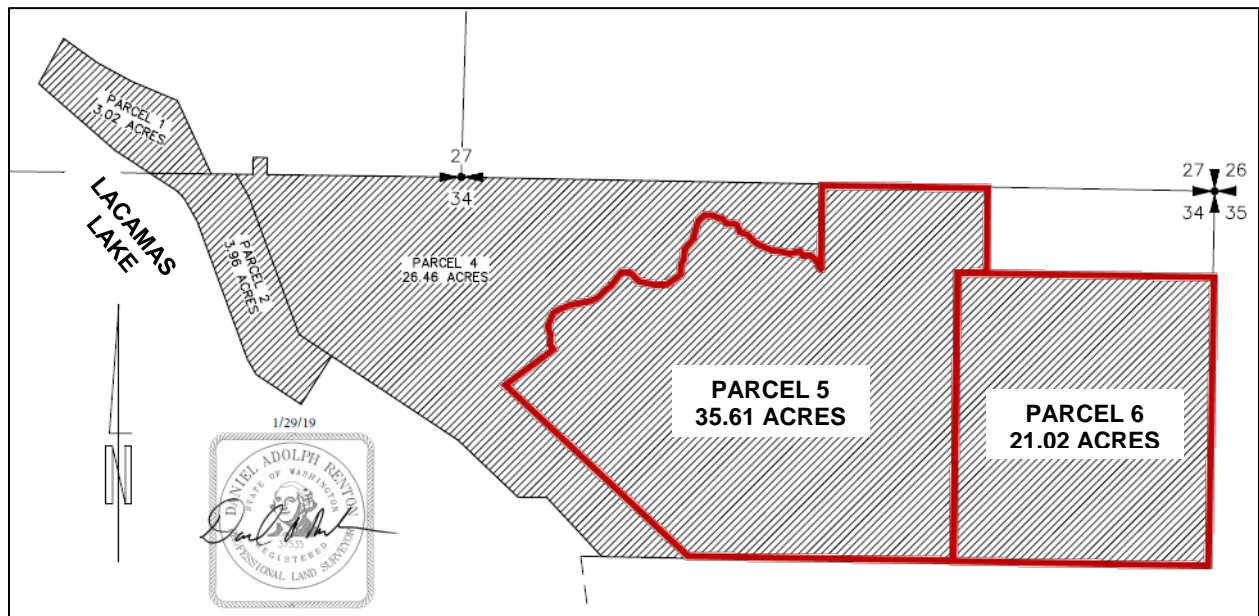


Figure 1: Map showing the subject parcels on the Mills Family property (base map source: referenced above). As previously stated, Parcels 5 and 6 are the subject parcels for this project, outlined in red.

As this project is in its very early stages, we have not been provided with any plans for future development of the subject parcels. As such, this report should be considered to be preliminary until we can confirm some of the assumptions made below. **Once more design details are known, we envision a supplemental geotechnical report will be prudent to ensure the geotechnical findings and recommendations are appropriate for the actual construction.**

For the purposes of this report, we are assuming that the future development of the subject parcels could include both residential and commercial properties. We are also assuming that the development will include the infrastructure to support said buildings (i.e. roads, parking areas, utilities, detention ponds for stormwater, etc.).

In addition, for the purposes of this report, we are assuming maximum foundation loads of 5 to 6 kips per linear foot for wall footings, 50 to 75 kips per column footing, and 150 psf for floor slabs. With regard to design grades, there are no grading plans available at this time. We are assuming that there could be significant cuts and fills across the site given the variable topography. Finally, we have also assumed that potential future development will be constructed in accordance with the 2015 International Building Code (IBC), and/or the 2015 International Residential Code (IRC).

1.3 Purpose and Scope of Services

The purpose of our services was to perform a preliminary geotechnical engineering evaluation of the subject property, in order to evaluate if difficult rock excavation will impact construction and to provide preliminary geotechnical recommendations. Due to the limitations of site access for the subject property, our scope of services involved an exploration using hand tools. We budgeted 3 days to conduct the site reconnaissance and 30 hand tool explorations. The hand tool explorations involved advancing hand auger borings (HA-1 through HA-30) to the depth of practical hand auger refusal, with supplemental drive probe testing. We used a GPS hand-held unit to mark our exploration locations, and placed a wood stake with white flagging at each exploration location so that the surveyor can later survey the locations if desired. For the approximate exploration locations see Appendix B.

Grab samples were obtained from the hand auger borings at the discretion of the representative of the Geotechnical Engineer. The soil samples were tested in the laboratory to determine the material's properties for our evaluation. Laboratory testing was accomplished in general accordance with ASTM procedures.

This report briefly outlines the testing procedures, presents available project information, describes the site and subsurface conditions, and presents recommendations regarding the following:

- A discussion of subsurface conditions encountered including pertinent soil and groundwater conditions, including depth to bedrock, if it is encountered.
- Preliminary geotechnical related recommendations for foundation design including allowable bearing capacities, estimated settlements, coefficient of friction and passive earth pressure recommendations.
- Structural fill recommendations, including an evaluation of whether the in-situ soils can be used as structural fill.
- Seismic design parameters in accordance with the 2015 International Building Code.
- Qualitative evaluation of slope stability within the designated hazard areas.
- An evaluation as to whether difficult rock excavation may be encountered across the property and a demarcation of those general areas based on our explorations.
- Preliminary lateral earth pressure recommendations for future retaining wall designs, and general retaining wall recommendations.
- Preliminary pavement design recommendations based on an assumed CBR value and assumed traffic loading conditions.
- Other discussions on geotechnical issues that may impact the future development of the subject property.

It should be noted that, in order to fully understand the depth to bedrock we would typically recommend drilled borings or excavator test pits, as hand tools are not a very reliable method for evaluating whether difficult rock excavation is present. However, due to accessibility issues, this was not feasible.

Our scope of services did not include drilled borings or excavator test pits, advanced lab testing, and a global slope stability study. However, if desired by the client, those services can be added to our scope.

2.0 SUBSURFACE CONDITIONS

2.1 Site Location and Description

As noted above, the site is located off of the north shore of Lacamas Lake in Camas, Washington. For the purposes of this project, the subject property has been subdivided into two parcels: Parcel 5 and Parcel 6, as shown in Figure 1 above. The subject site is bordered to the north by farm and agricultural land (Johnston Dairy Farm), to the south by a vacant residential property, to the east by a residence, and to the west by Parcel 4 mentioned above (recently sold to the City of Camas). See Figure 2 below for the project vicinity.

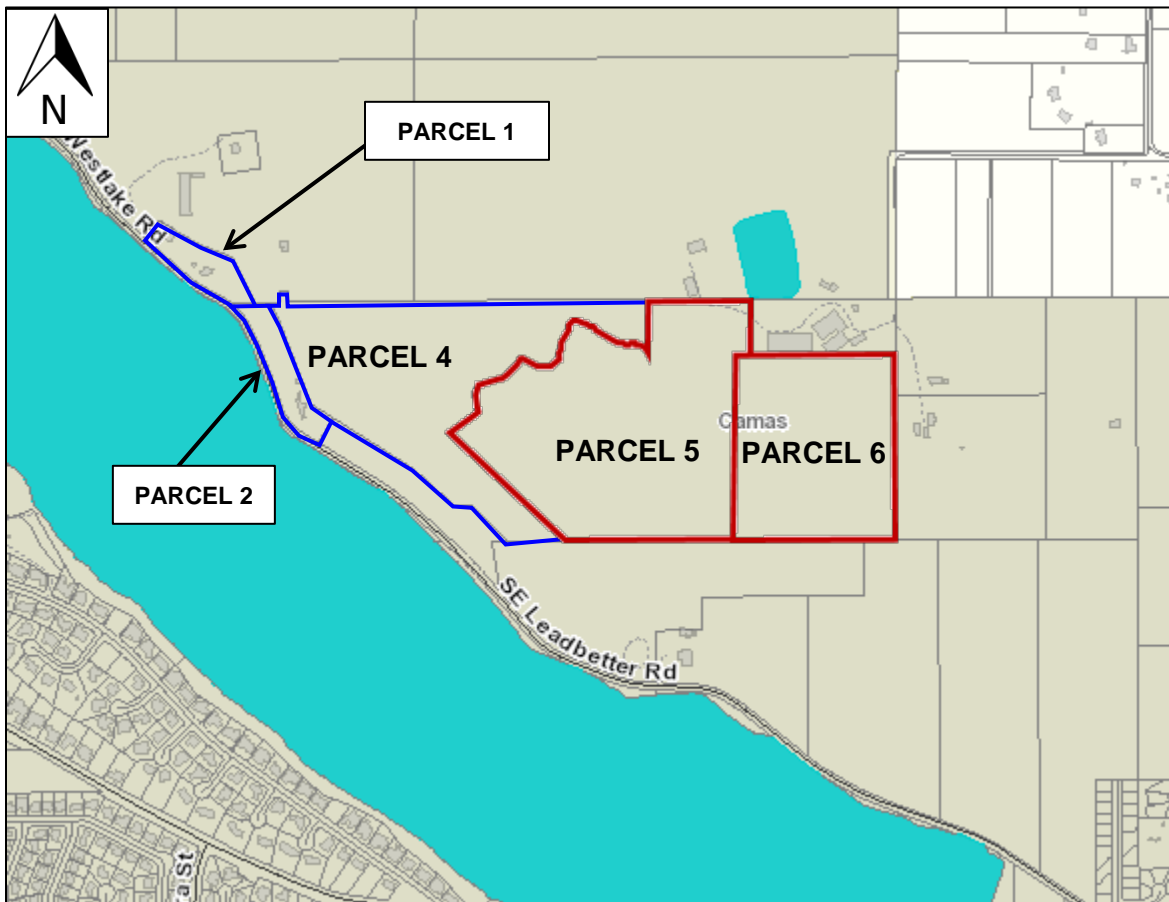


Figure 2: Vicinity map showing the subject property for this project (Parcels 5 and 6 – outlined in red), as well as the Mills Family LLC property that has been sold to the City of Camas (Parcels 1, 2 and 4 – outlined in blue). Base map source: <https://gis.clark.wa.gov/mapsonline/>.

According to the Clark County Website, the proposed project limits are located on Clark County Parcel No.'s 177884000 (Parcel 5), and 177885000 (Parcel 6). It should be noted that Clark County has recently adjusted their tax lots to match the boundary adjustment made for the subdivision of the Mills Family property.

As shown in Figure 2 above, Parcel 5 is irregularly shaped and Parcel 6 is rectangular. Cumulatively, the subject property (i.e. both parcels) is roughly 57 acres in size and is currently vacant. With respect to site topography, the subject parcels have variable slopes (i.e. there is not a general slope trend). The steepest slopes on the subject property are located on the northwestern property line of Parcel 5, with slopes of up to 70 percent (i.e. 1.4H:1V - Horizontal:Vertical). See Figure 3 below for the slopes on the subject property.

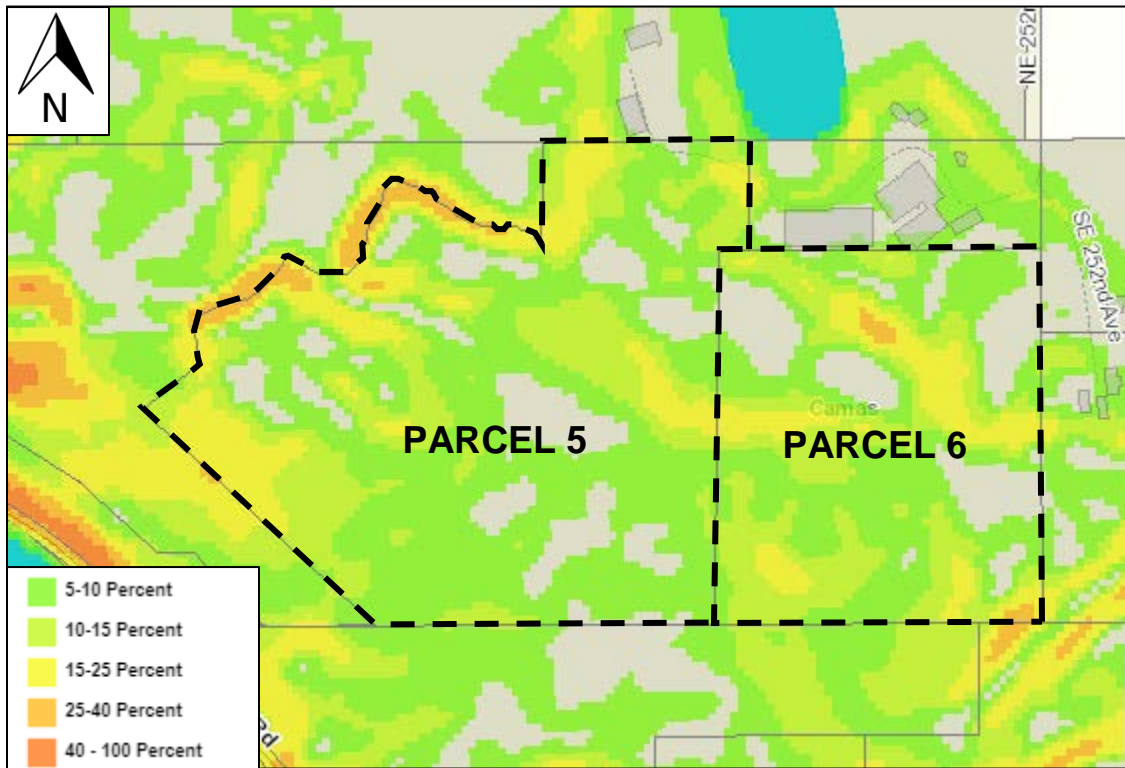


Figure 3: Map produced by Clark County showing the slopes on the subject parcels (base map source: <https://gis.clark.wa.gov/mapsonline>).

The property is currently heavily vegetated with both young and mature trees, brush, shrubs and grass. While conducting our subsurface investigation, we encountered outcrops (i.e. visible exposures) of basalt rock. An example is shown in Photo 1 below. We also encountered a large ridge along the northern perimeter of Parcel 5 where bedrock is exposed at the surface, shown in Photo 2. In addition, we encountered a marshy wetland in the northeast corner of Parcel 6. See Photo 3 below.



Photo 1: Example of a basalt outcrop encountered during our explorations.



Photo 2: Steep ridge encountered during our explorations, exposing a basalt rock face.



Photo 3: Marshy area encountered during our explorations.

It should be noted that a trail system has been cleared on the subject property. See Figure 4 below for the approximate location of the trails. A historic logging road was cleared by Shane McGuffin with Kimbal Logan Real Estate & Development. This logging road roughly crosses through the middle length of the parcels, and can be accessed by Northeast Leadbetter Road (west of the subject parcels) as shown on Figure 4. There are also existing foot trails on the subject property that connect to this logging road, and can also be accessed by the northeast corner of Parcel 6 (via Johnston Dairy). Photo 4 below shows the cleared logging road at its connection with the western property line.

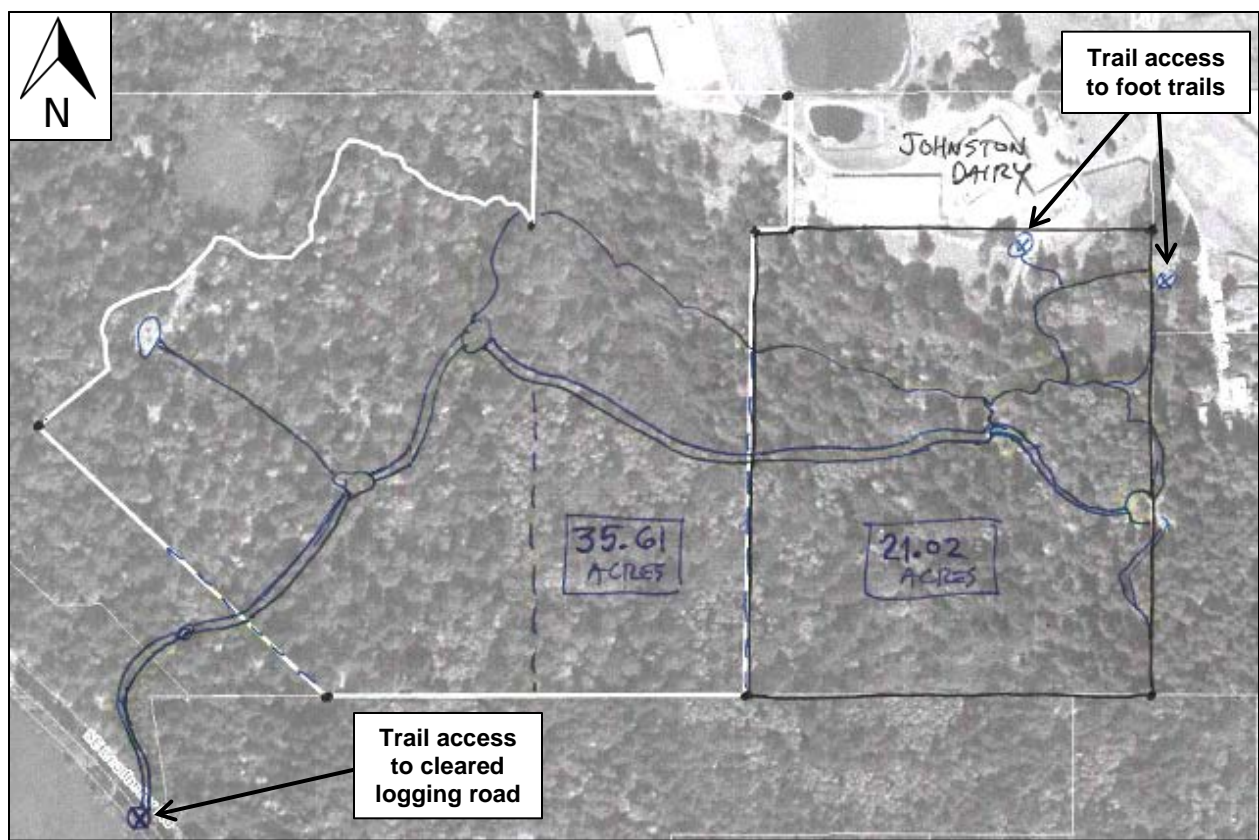


Figure 4: Map showing approximate locations of the trails on the subject property (base map provided by Shane McGuffin, Real Estate Broker with Kimbal Logan Real Estate & Investment).



Photo 4: Access to the western property line from the newly cleared trail.

During our site visits and investigation, we did not observe signs of previous or current soil movement, such as clearly identifiable landslide head scarps, bowl-shaped depressions, or surface cracking in the soils. We did, however, observe leaning tree trunks and pistol-butting, shown in Photo 4 below, which can be an indicator of shallow soil creep.



Photo 5: Pistol butting observed on the subject property, possibly indicative of soil movement.

2.2 Mapped Geology and Soils

The geology of the site is mapped as the Unit Tbm: Oligocene aged basaltic andesite (bedrock) of Elkhorn Mountain, shown in Figure 5 below. The USGS mapping indicates that this unit is a sequence of lava flows and flow breccia composed of dark-gray to brown, porphyritic to seriate to aphyric tholeiitic basaltic andesite and basalt¹.

¹ Everts, R.C., and O'Connor, J.E., 2008, Geologic Map of the Camas Quadrangle, Clark County, Washington, and Multnomah County, Oregon, US Geologic Survey: Department of the Interior, Scientific Investigations Map 3017, scale 1:24,000.

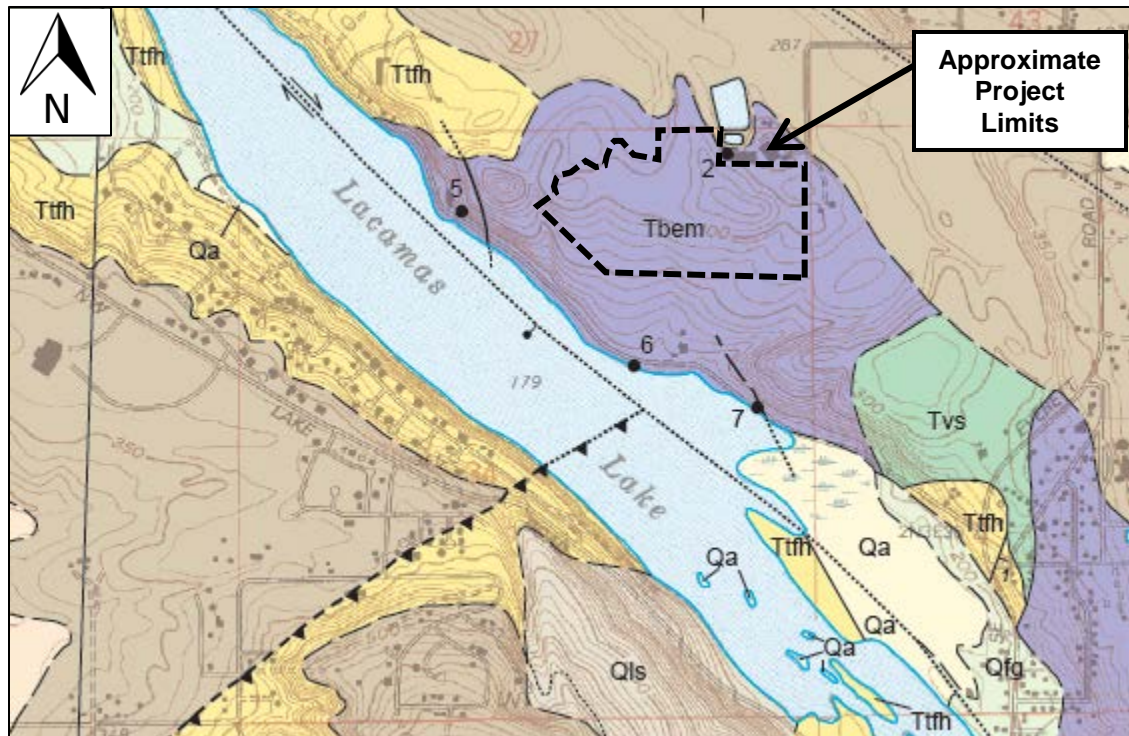


Figure 5: A map of the geology of the site and its surrounding areas (base map source: Scientific Investigations Map 3017 from the USGS Department of the Interior).

The United States Department of Agriculture Natural Resource Conservation Service (USDA, NRCS) maps the surface soils on the subject property as the following units: VaB, VaC, OmE and Lib. Vader silt loam on 3 to 8 percent slopes (Unit VaB) is mapped on 48 percent of the subject property. Vader silt loam on 8 to 15 percent slopes (Unit VaC) is mapped on 20 percent of the subject property. These well drained soils are described as residuum and colluvium from sandstone with a mixture of volcanic ash in the upper part. The only differentiation between VaB and VaC are the slopes. Olympic stony clay loam on 3 to 30 percent slopes is mapped on 22 percent of the subject property. This well drained soil is described as residuum and colluvium from igneous rock. Finally, Lauren very gravelly loam on 0 to 8 percent slopes (Unit LIB) is mapped on 10 percent of the subject property. This somewhat excessively drained soil is described as alluvium with volcanic ash².

In addition, we reviewed the Clark County Geographic Information Services (GIS) mapping tool (<https://gis.clark.wa.gov/maponline>) to identify geologic hazards in the area. The County indicates that both parcels have slopes ranging from 0 to 40 percent, shown in Figure 3 above. The County also maps portions of the subject parcels to be within landslide hazard areas, solely due to the presence of slopes greater than 15 percent. These slopes are shown in Figure 6 below. It should be noted that the County maps the subject property in the lowest relative earthquake hazard area and very low soil liquefaction hazard area due to the presence of shallow bedrock.

² Soil Survey Staff, Natural Resources Conservation Service, United States Department of Agriculture. Web Soil Survey. Available online at <http://websoilsurvey.nrcs.usda.gov/> accessed 2/28/2019.

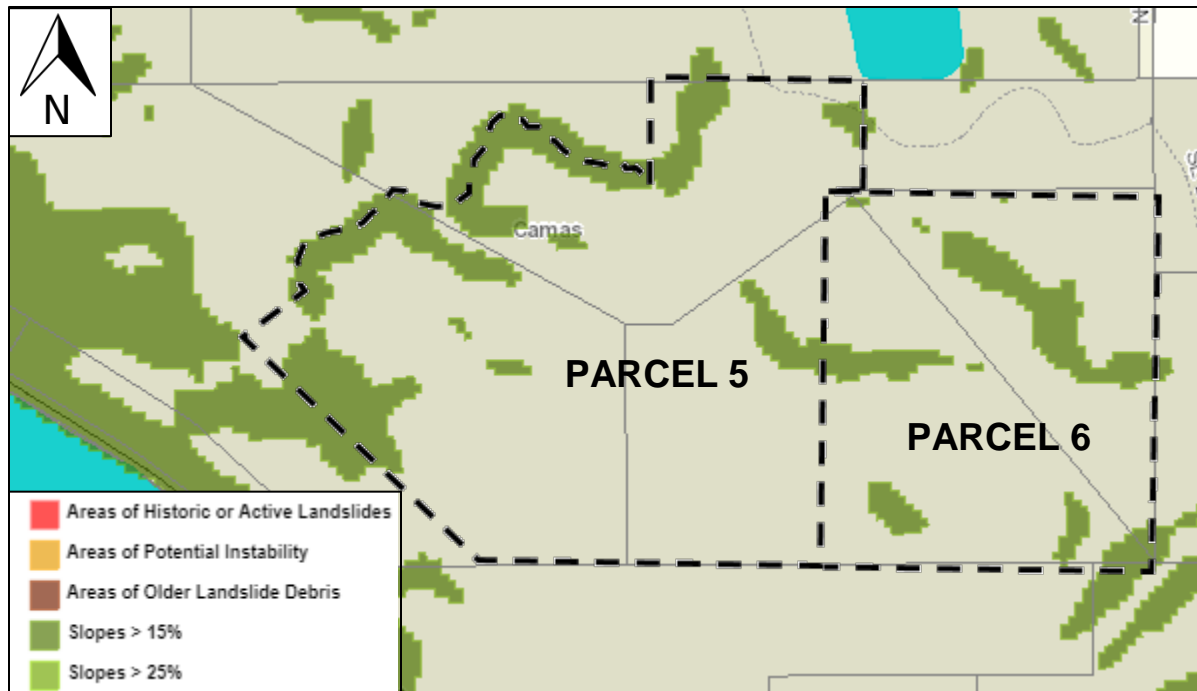


Figure 6: Map produced by Clark County showing the landslide hazard areas on the subject parcels (base map source: <https://gis.clark.wa.gov/maponline>).

As a part of our due diligence we also reviewed the Washington State Department of Natural Resources (DNR) Geologic Information Portal (<https://geologyportal.dnr.wa.gov/>). According to the DNR portal, the property is mapped within an area of moderate to high susceptibility to landslide failure, shown in Figure 7 below. However, the portal does not map the subject parcels to be within any mapped historic landslides. The portal also maps the property to be 600 feet east of the Lacamas Lake fault, lining the North Shore of Lacamas Lake. It should be noted that the DNR portal also indicates that the subject property is not mapped within an area of liquefaction susceptibility, again due to the presence of relatively shallow bedrock.

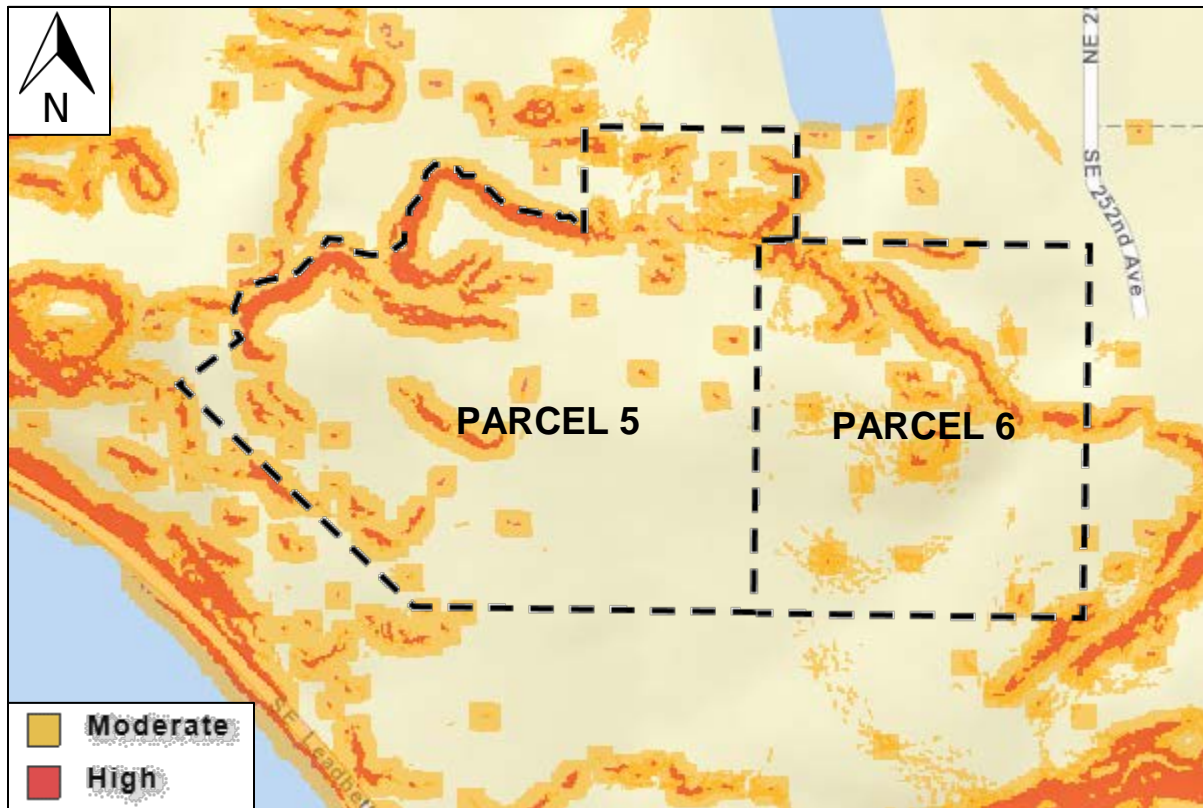


Figure 7: Map produced by the Washington State DNR showing the landslide hazard for the subject parcels (base map source: <https://geologyportal.dnr.wa.gov/>).

Finally, we reviewed publicly available well logs from the State of Washington Department of Ecology (<https://fortress.wa.gov/ecy/wellconstruction/map/>) to obtain subsurface information from nearby properties. According to well logs located approximately 0.15 miles south of the subject parcels, “cemented gravels and cobbles” were first encountered at depths ranging from 2 feet below ground surface to 11 feet below ground surface.

2.2 Subsurface Materials

As stated earlier, the site was explored with 30 hand auger explorations (HA-1 through HA-30) accompanied by supplemental drive probe tests. For the approximate exploration locations, see the “Exploration Location Plan” in Appendix B. The hand auger borings were advanced until they hit refusal due to dense gravel, basalt fragments, or bedrock. It should be noted that using hand tools is not a reliable method for determining whether refusal is due to gravel, cobble or bedrock (i.e. it is difficult to distinguish the cause of drive probe and hand auger refusal).

Grab samples were obtained from the explorations at the discretion of the Geotechnical Engineering Associate for laboratory testing. As stated above, we conducted supplemental drive probe tests to determine the consistency of the surficial soils as well as the depth to the bedrock. The results are included in the “Exploration Logs” in Appendix C.

The drive probe test is based on a "relative density" exploration device used to determine the distribution and to estimate strength of the subsurface soil and decomposed rock units. The resistance to penetration is measured in blows-per-foot of an 11-pound hammer, freely falling roughly 39-inches, striking a coupling, and driving a 1-inch diameter solid end area (i.e. pipe cap) into the ground. This measure of resistance to penetration can be used to estimate relative density of soils. For a more detailed description of this geotechnical exploration method, please refer to the Slope Stability Reference Guide for National Forests in the United States, Volume I, United States Department of Agriculture, EM-7170-13, August 1994, P 317-321.

Results of our hand auger explorations and drive probe tests are reported in Appendix C. Upon completion, the hand auger explorations were loosely backfilled with the excavated soil.

Soil samples were obtained from each major soil stratum encountered during the excavation process. Each sample was marked and identified by the date sampled, project number, hand auger number, and sample depth. The samples were transported to our laboratory for visual identification and laboratory testing, and will be retained for at least 60 days from the date of this report.

Select soil samples were tested in the laboratory to determine material properties for our evaluation. Laboratory testing was accomplished generally in accordance with ASTM procedures. The testing performed included moisture content tests (ASTM D 2216) and fines content determinations (ASTM D 1140). The test results have been included on the exploration logs located in Appendix C.

In general, we encountered a layer of topsoil, underlain by native soils (silt or sand), eventually transitioning to basalt bedrock with depth. Each of these strata are discussed separately below.

TOPSOIL

The topsoil at the site was encountered in each of our explorations. The topsoil was generally dark brown in color, and comprised of sandy silt with roots, rootlets and gravel. Based on our observations (ASTM D2488) during the explorations, we considered the topsoil stratum to be dry to moist. The thickness of the topsoil stratum in our explorations varied from 6 to 12 inches across the site.

NATIVE SOILS

In all of our hand auger explorations we encountered what we interpreted to be native soils that extended to hand auger refusal. This soil unit was generally fine grained, brown to orange brown, sandy silt with gravel and fractured basalt. It should be noted that, in some of our explorations, we also encountered organics such as charcoal and woodchips. In some of our explorations, this silt stratum transitioned to a gray-brown clayey silt with sand and decomposed basalt at the base of our explorations (near refusal). Laboratory moisture content testing (ASTM D2216) was performed on grab samples obtained within this silt stratum. Results ranged from 21 to 37 percent moisture indicating a moist condition. Fines content laboratory testing (ASTM D1140) results on samples obtained within this stratum resulted in 29 to 53 percent passing the

No. 200 sieve. Based on drive probe testing, we consider the silt soils to have highly variable consistencies grading from soft to hard. The thickness of this stratum ranged in our explorations from 6 inches to 6 feet across the site.

It should be noted that we also encountered a coarse grained, brown silty sand stratum with gravel. This stratum was encountered at varying depths in our explorations, ranging in thickness from 1 to 3.5 feet across the site. Laboratory moisture content testing (ASTM D2216) was performed on grab samples obtained within this sand stratum. Results ranged from 20 to 35 percent moisture indicating a dry to moist condition. Fines content laboratory testing (ASTM D1140) results on samples obtained within this stratum resulted in 11 to 19 percent passing the No. 200 sieve. Based on drive probe testing, we consider the sand to have highly variable consistencies grading from loose to dense.

BASALT BEDROCK

Beneath the topsoil and the native soils described above, we encountered what we interpreted to be basalt bedrock, which resulted in hand auger and drive probe refusal in most of our explorations. Based on our analysis of the fractured basalt fragments, the basalt was gray with red-brown weathered surfaces, and intensely jointed/fractured. The depth to weathered bedrock varied across the site from 3 inches to 8.5 feet. It should be noted that in HA-20 and HA-22 we did not encounter drive probe refusal and we terminated our testing at 12 feet and 8 feet bgs, respectively.

The above subsurface description is of a generalized nature to highlight the major subsurface stratification features and material characteristics. The exploration logs, provided in Appendix C, should be reviewed for specific information at specific locations. These records include soil descriptions, stratifications, and locations of the samples. The stratifications shown on the logs represent the conditions only at the actual exploration locations. The soils extent at each boring location was estimated based on an examination of the soil samples, field measurements, and the subsurface data. The hand auger boring explorations performed are not adequate to accurately identify the full extent of the depth to bedrock across the site as they may encounter premature refusal on "rocky" soil material. Consequently, the actual depth to bedrock may be much greater than that shown on the exploration logs and discussed herein. Variations of soil and rock strata may occur and should be expected between locations. The stratifications represent the approximate boundary between subsurface materials and the actual transition may be gradual. The samples that were not altered by laboratory testing will be retained for 60 days from the date of this report and then will be discarded.

2.4 Groundwater Information

At the time of our explorations we did not encounter a clearly identifiable static groundwater level. We reviewed publically available well logs provided by the State of Washington Department of Ecology (<https://fortress.wa.gov/ecy/wellconstruction/map/wclswebMap/default.aspx>) for historic groundwater information. A water well report for a property 0.4 miles

away drilled to a depth of 80 feet below ground surface and did not encounter an identifiable static water level.

It should be noted that the groundwater elevations can fluctuate seasonally, especially during periods of extended wet or dry weather, or from changes in land use. Additionally, some perched groundwater may be encountered within excavations made during or just after the wet winter months. In general, however, we do not expect that groundwater will influence the development of the subject site.

2.5 Seismicity

In accordance with Section 1613.3.2 of the 2015 IBC and Table 20.3-1 of ASCE7-10, we generally recommend a Site Class D (stiff soil profile) for this site when considering the average of the upper 100 feet of bearing material beneath the foundations. This recommendation is based on the results of our subsurface investigation as well as our previous understanding of the local geology. A higher site class (i.e. C) may be appropriate for some areas of the site—where bedrock is at its shallowest. When the project layout is determined, the Site Class recommendation can be refined.

Inputting our recommended Site Class as well as the site latitude and longitude into the United States Geological Survey (USGS) Seismic Design Maps web application, available online at <http://earthquake.usgs.gov/designmaps/us/application.php>, we obtained the seismic design parameters for a return interval of 2 percent exceedance in 50 years shown in Table 1 below.

Table 1: Seismic Design Parameter Recommendations (Site Class D)

Parameter	Recommendation
S_s	0.877g
S_1	0.372g
F_a	1.149
F_v	1.656
$S_{MS} (=S_s \times F_a)$	1.008g
$S_{M1} (=S_1 \times F_v)$	0.616g
$S_{DS} (=2/3 \times S_{MS})$	0.672g
Design PGA ($=S_{DS}/2.5$)	0.269g
MCE_G PGA	0.374g
F_{PGA}	1.126
$PGA_M (=F_{PGA} \times MCE_G \text{ PGA})$	0.421g

Note: Site latitude = 45.61878, longitude = -122.41952

3.0 EVALUATION AND FOUNDATION RECOMMENDATIONS

3.1 Geotechnical Discussion

The following geotechnical factors may influence the proposed construction:

1. **Limited nature of hand explorations** – As stated above, hand explorations can be unreliable in determining the depth to shallow bedrock, because it is difficult to determine whether the hand tool refusal is occurring on bedrock or a large cobble, for example. As such, our recommendations should be taken as preliminary, and a supplemental investigation should be considered once the property is accessible to an excavator.
2. **Preliminary stages of the project** – Because the project is still in the preliminary stages, we have not been provided any plans or proposed locations for potential development. How and where the property is developed may have somewhat of an impact on our geotechnical recommendations. As such, once plans are developed, we should be forwarded those plans so that we can evaluate whether our recommendations need to be modified and if supplemental explorations need to be performed to better identify the subsurface conditions where the actual development(s) will occur.
3. **Shallow bedrock** – As stated above, we encountered what we interpreted to be basalt bedrock in most of our explorations at a depth ranging from approximately 3 inches to 8.5 feet below the existing grade. It should be noted that we are characterizing the depth to the basalt rock to be the depth of drive probe refusal. However, as stated above, hand tools are not a reliable method for being 100 percent certain that this is the actual depth to competent bedrock. During our explorations, we observed that the higher elevation points coincided with areas where the basalt rock was at (or near) the surface. For example, along the steep ridge at the northern property line of Parcel 5 and the steep ridge that runs across the northeast corner of Parcel 6. If required, excavations through this shallow bedrock stratum during site development could be difficult, and may require specialized equipment. It should be noted that the depth to the basalt stratum was generally greater in the lower portion of the two parcels (i.e. below the cleared logging road, where the slopes were less variable). See Appendix E, showing the depth to drive probe refusal at each exploration location.
4. **Variable topography** – As stated above, we encountered variable topography across the subject site (see Figure 3 for site slopes). The property ranges in elevation from approximately 275 feet to 365 feet, with no general trend to the site slopes. The steepest slopes are located along the northern property line of Parcel 5, where there is a ridge exposing basalt. As such, we envision developing in these areas to be the most difficult, due to the variable topography and shallow bedrock. The property becomes much less variable in the southern portion of the two parcels, and the resultant depth to drive probe refusal (i.e. interpreted depth to bedrock) was also greater in these areas.

- 5. Moisture sensitive soils** – The fine-grained soils encountered at the site are expected to be moisture sensitive. The increase in moisture content during periods of wet weather can cause significant reduction in the soil strength and support capabilities, and will also be slow to dry. As such, when the project is ready to go to construction, water should not be allowed to collect in foundation excavations or on prepared subgrades, and care should be taken when operating construction equipment on the exposed subgrade. It may be prudent to place a relatively thin layer of crushed rock gravel on the prepared surfaces during construction to protect them from disturbance.

In our professional opinion, it is viable to develop the subject property given the estimated depths to bedrock. However, as stated above, we recommend a supplementary, more detailed investigation be conducted once the project plans have been developed further and the site can be accessed by an excavator.

3.2 General Site Preparation

Topsoil, vegetation, roots, debris, and any other deleterious soils will need to be stripped from beneath the building areas, when they are determined. The topsoil thickness was about 6 to 12 inches thick in our hand auger explorations. It should be noted that the bedrock layer was found to be at a depth of 3 to 8.5 feet in our explorations.

We recommend that once the subgrade is prepared, a proof roll should be performed with a fully loaded dump truck or water truck to verify the strength of the soil subgrades before concrete is placed (if possible). Soils that are observed to rut or deflect excessively under the moving load, or are otherwise judged to be unsuitable, should be undercut and replaced with properly compacted structural fill. Alternately, the exposed subgrades will need to be visually evaluated by the Geotechnical Engineer or his representative using a ½-inch diameter steel geo-probe. The proof rolling and undercutting activities should be witnessed by a representative of the Geotechnical Engineer and should be performed during a period of dry weather.

Utilities will need to be located and rerouted as necessary and any abandoned pipes or utility conduits should be removed to inhibit the potential for subsurface soil erosion. Utility trench excavations should be backfilled with properly compacted structural fill that is constructed as outlined in Section 3.3 of this report.

3.3 Structural Fill

Any structural fill to be placed should be free of organics or other deleterious materials, have a maximum particle size less than 3 inches, be relatively well graded, and have a liquid limit less than 45 and plasticity index less than 25. In our professional opinion, the existing site soils would be suitable for use as structural fill, however it may be extremely difficult to properly compact as we anticipate it will be moisture sensitive and may require moisture conditioning to achieve optimum moisture. As such, it may be more practical to import well graded, crushed

rock gravel. We recommend fill be moisture conditioned to within 3 percentage points below and 2 percentage points above optimum moisture as determined by ASTM D698 (Standard Proctor).

Fill should be placed in relatively uniform horizontal lifts on the prepared subgrade which has been stripped of deleterious materials and approved by the Geotechnical Engineer or their representative. If loose soils exist on the prepared subgrades, they should be re-compacted. Each loose lift should be about 1-foot thick. The type of compaction equipment used will ultimately determine the maximum lift thickness. Structural fill should be compacted to at least 95 percent of standard proctor maximum dry density as determined by ASTM Designation D698. Each lift of compacted engineered fill should be tested by a representative of the Geotechnical Engineer prior to placement of subsequent lifts.

3.4 Foundation Recommendations

As stated above, this project is in its preliminary stages. As such we have not been provided information on where the proposed development will occur, what type of structures it will include and what their resultant foundation loads will be. As such, these recommendations should be taken as preliminary. In general, we anticipate that the bearing conditions are appropriate for conventional shallow foundations. It's possible that for very heavy foundation loads (i.e. buildings several stories in height), that deep foundations may also be appropriate and more practical.

If shallow foundations are selected, they should bear on the medium stiff native silt stratum, the medium dense native sand, or the basalt bedrock stratum. Spread footings for isolated columns and continuous bearing walls can be designed for an allowable soil bearing pressure of up to 2,000 psf when bearing on the native silt or sand soils, and 4,000 psf when bearing on the basalt bedrock. Our recommended allowable bearing capacity is based on dead load plus design live load, and can be increased by one-third when including short-term wind or seismic loads. Minimum footing dimensions should be in compliance with the 2017 ORSC. It's possible that we may be able to provide higher allowable bearing capacities for the soil and rock strata, if more subsurface data is collected to better define the conditions within the footprints of the actual buildings.

Lateral frictional resistance between the base of footings and the subgrade can be expressed as the applied vertical load multiplied by a coefficient of friction of 0.32 for concrete foundations bearing directly the native soils or bedrock. In addition, lateral loads may be resisted by passive earth pressures based on an equivalent fluid pressure of 300 pounds per cubic foot (pcf) for footings poured "neat" against the medium stiff to very stiff native soils, basalt bedrock, or properly backfilled structural fill. These are ultimate values—we recommend a factor of safety of 1.5 be applied to the equivalent fluid pressure, which is appropriate due to the amount of movement required to develop full passive resistance. To be clear, no safety factor has been applied to the friction coefficient discussed above.

Exterior footings and foundations in unheated areas should be located at a depth of at least 18 inches below the final exterior grade to provide adequate frost protection (if footings bear on competent basalt bedrock, then there is no minimum frost depth requirement). If the buildings are to be constructed during the winter months or if the foundation soils will likely be subjected to freezing temperatures after foundation construction, then the foundation soils should be adequately protected from freezing. Otherwise, interior foundations can be located at nominal depths compatible with architectural and structural considerations.

Again, variable conditions (i.e. depth to bedrock, etc.) are anticipated to be present during construction. The foundation excavations should be observed by a representative of the Geotechnical Engineer prior to steel or concrete placement to assess that the foundation materials are capable of supporting the design loads and are consistent with the materials discussed in this report. Unsuitable soil zones encountered at the bottom of the foundation excavations should be removed to the level of suitable soils or properly compacted structural fill as directed by the Geotechnical Engineer.

After opening, foundation excavations should be observed and concrete placed as quickly as possible to avoid exposure of the excavation bottoms to wetting and drying. Surface run-off water should be drained away from the excavations and not be allowed to pond. If possible, the foundation concrete should be placed during the same day the excavation is made. If the soils will be exposed for more than 2 days, consideration should be given to placing a thin layer of rock atop the exposed subgrade to protect it from the elements.

Based on the known subsurface conditions and site geology, laboratory testing and past experience, we anticipate that properly designed and constructed foundations supported on the recommended materials could experience maximum total and differential settlements on the order of 1-inch and ½-inch, respectively.

3.5 Retaining Walls

As previously stated, there are no detailed design drawings for this project as it is in its preliminary stages. As such, we are not aware of any retaining walls being planned for the project. We have provided the following preliminary recommendations in the event that the project does include retaining walls. However, we should be forwarded the details of any planned walls so that we can review our preliminary recommendations and modify them if determined to be necessary.

Retaining wall footings should be designed in general accordance with the recommendations contained in Section 3.4 above. Lateral earth pressures on walls, which are not restrained at the top, may be calculated on the basis of an “active” equivalent fluid pressure of 35 pcf for level backfill, and 60 pcf for sloping backfill with a maximum 2H:1V slope. Lateral earth pressures on walls that are restrained from yielding at the top may be calculated on the basis of an “at-rest” equivalent fluid pressure of 55 pcf for level backfill, and 90 pcf for sloping backfill with a maximum 2H:1V slope. The stated equivalent fluid pressures do not include surcharge loads,

such as foundation, vehicle, equipment, etc., adjacent to walls, hydrostatic pressure buildup, or earthquake loading.

Lateral frictional resistance between the base of footings and the subgrade can be expressed as the applied vertical load multiplied by a coefficient of friction of 0.32 for concrete foundations bearing directly on the native soils or bedrock. In addition, lateral loads may be resisted by passive earth pressures based on an equivalent fluid density of 300 pounds per cubic foot (pcf) for footings poured "neat" against in-situ soils, or properly backfilled with structural fill. These are ultimate values - we recommend a factor of safety of 1.5 be applied to the equivalent fluid pressure, which is appropriate due to the amount of movement required to develop full passive resistance.

We recommend that retaining walls be designed for an earth pressure determined using the Mononobe-Okabe method to mitigate future seismic forces. Our calculations were based on one-half of the Design Peak Ground Acceleration (PGA) value of 0.269g, which was obtained from Table 1 above. We have assumed that the retained soil/rock will have a minimum friction angle of 29 degrees and a total unit weight of about 115 pounds per cubic foot. For seismic loading on retaining walls with level backfill, new research indicates that the seismic load is to be applied at 1/3 H of the wall instead of 2/3 H, where H is the height of the wall³. We recommend that a Mononobe-Okabe earthquake thrust per linear foot of $7.7 \text{ psf} \cdot H^2$ be applied at 1/3 H from the base of the wall, where H is the height of the wall measured in feet. Note that the recommended earthquake thrust value is appropriate for slopes behind the retaining wall of up to 10 degrees.

All backfill for retaining walls should be select granular material, such as sand or crushed rock with a maximum particle size between $\frac{3}{4}$ and $1\frac{1}{2}$ inches, having less than five percent material passing the No. 200 sieve. Because of the fines content, the soil on site will not meet this requirement, and it will be necessary to import specified material to the project for structural drainage backfill behind retaining walls. Non-expansive silty soils can be used for the last 18 to 24 inches of backfill, thus acting as a seal to the granular backfill.

All backfill behind retaining walls should be moisture conditioned to within +/- 2 percent of optimum moisture content, and compacted to a minimum of 92 percent of the material's maximum dry density as determined in accordance with ASTM D698 (Standard Proctor). This recommendation applies to all backfill located within a horizontal distance equal to 75 percent of the wall height, but should be no less than 4 feet.

An adequate subsurface drain system will need to be designed and installed behind retaining walls to prevent hydrostatic buildup. A waterproofing system should be designed to mitigate against moisture intrusion.

³ Lew, M., et al (2010). "Seismic Earth Pressures on Deep Building Basements," SEAOC 2010 Convention Proceedings, Indian Wells, CA.

3.6 Pavement Recommendations

As previously stated, there are no detailed design drawings for this project as it is in its preliminary stages. As such, we are providing pavement recommendations using assumed values.

After the site has been stripped and prepared in accordance with Section 3.2 of this report, the pavement subgrade should be proofrolled with a fully loaded dual axle dump truck and then covered with gravel structural fill the same day. Areas found to be soft or yielding under the weight of a dump truck should be overexcavated as recommended by the Geotechnical Engineer’s representative and replaced with additional crushed rock gravel fill.

Using the AASHTO method of flexible pavement design, the following design parameters have been assumed:

- An assumed California Bearing Ratio (CBR) value of 8 for the native silty sandy soils.
- A pavement life of 20 years.
- A terminal serviceability (Pt) of 2 (i.e. poor pavement condition).
- A regional factor (R) of 3.0.
- An assumed 18,000-pound equivalent axle load (EAL) of:
 - 5 per day for car parking.
 - 25 per day for driveways.
- An assumed average weight of 4,000 pounds per vehicle was used in our calculations.

The project Civil Engineer should review our assumptions to confirm they are appropriate for the anticipated traffic loading. See Tables 2 and 3 below for recommended pavement section thicknesses based on the above assumptions.

Table 2: Asphaltic Concrete - Recommended Minimum Thicknesses (inches)

Pavement Materials	Car Parking	Driveway Areas
Asphaltic Concrete	2	2.5
Clean Crushed Aggregate Base Course (less than 5% fines)	8	10

Table 3: Portland Cement Concrete - Recommended Minimum Thicknesses (inches)

Pavement Materials	Car Parking	Driveway Areas
Portland Cement Concrete	6	6
Clean Crushed Aggregate Base Course (less than 5% fines)	4	4

Asphaltic concrete materials should be compacted to at least 91 percent of the material's theoretical maximum density as determined in general accordance with ASTM D 2041 (Rice Specific Gravity).

The crushed aggregate base course should consist of dense graded aggregate with a maximum particle size no greater than 2 inches and we recommend that the material comply with the most recent edition of the Washington State Department of Transportation's *Standard Specifications for Road, Bridge, and Municipal Construction*.

The base course should be moisture conditioned to within 2 percent of optimum and compacted to a minimum of 95 percent of a Standard Proctor (ASTM D698). When placed, the lift base course thickness should generally not exceed 12 inches prior to compacting. The type of compaction equipment used will ultimately determine the maximum lift thickness. In addition, we recommend that the structural fill be placed within +/- 2 percent of the optimum moisture for that material.

4.0 CONSTRUCTION CONSIDERATIONS

EI should be retained to provide observation and testing of construction activities involved in the foundation, earthwork, and related activities of this project. EI cannot accept any responsibility for any conditions that deviate from those described in this report, nor for the performance of the foundations if not engaged to also provide construction observation for this project.

4.1 Drainage and Groundwater Considerations

The upper soils encountered at this site are expected to be sensitive to disturbances caused by construction traffic and to changes in moisture content. During wet weather periods, increases in the moisture content of the soil can cause significant reduction in the soil strength and support capabilities. In addition, soils that become wet may be slow to dry and thus significantly retard the progress of grading and compaction activities. It will, therefore, be advantageous to perform earthwork and foundation construction activities during dry weather.

Water should not be allowed to collect in the foundation excavations or on prepared subgrades for the floor sections during construction. Positive site drainage should be maintained throughout construction activities. Undercut or excavated areas should be sloped toward one corner to facilitate removal of any collected rainwater, groundwater, or surface runoff. If groundwater is encountered, a system of sumps and pumps may be required to keep footing excavations drained until the footing is placed to prevent softening of the subgrade soils.

A site grading plan should be developed to provide rapid drainage of surface water permanently away from the building and pavement areas and to inhibit infiltration of surface water around the perimeter of the building and beneath the floor area. The grades should be sloped away from the building areas. Roof runoff should be piped (tightlined) to an approved on-site private system.

4.2 Excavations

In Federal Register, Volume 54, No. 209 (October 1989), the United States Department of Labor, Occupational Safety and Health Administration (OSHA) amended its "Construction Standards for Excavations, 29 CFR, part 1926, Subpart P". This document and subsequent updates were issued to better insure the safety of workers entering trenches or excavations. It is mandated by this federal regulation that excavations, whether they be utility trenches, basement excavations or footing excavations, be constructed in accordance with the new OSHA guidelines. These regulations are strictly enforced and if they are not closely followed, the owner and the contractor could be liable for substantial penalties. The contractor is solely responsible for designing and constructing stable, temporary excavations and should shore, slope, or bench the sides of the excavations as required to maintain stability of both the excavation sides and bottom. The contractor's "responsible person", as defined in 29 CFR Part 1926, should evaluate

the soil exposed in the excavations as part of the contractor's safety procedures. In no case should slope height, slope inclination, or excavation depth, including utility trench excavation depth, exceed those specified in local, state, and federal safety regulations. We are providing this information solely as a service to our client. EEI does not assume responsibility for construction site safety or the contractor's compliance with local, state, and federal safety or other regulations.

5.0 REPORT LIMITATIONS

As is standard practice in the geotechnical industry, the conclusions contained in our report are considered preliminary because they are based on assumptions made about the soil, rock, and groundwater conditions exposed at the site during our subsurface investigation. A more complete extent of the actual subsurface conditions can only be identified when they are exposed during construction. Therefore, EEI should be retained as your consultant during construction to observe the actual conditions and to provide our final conclusions. If a different geotechnical consultant is retained to perform geotechnical inspection during construction then they should be relied upon to provide final design conclusions and recommendations, and should assume the role of geotechnical engineer of record, as is the typical procedure required by the governing jurisdiction.

The geotechnical recommendations presented in this report are based on the available project information, and the subsurface materials described in this report. If any of the noted information is incorrect, please inform EEI in writing so that we may amend the recommendations presented in this report, if appropriate, and if desired by the client. EEI will not be responsible for the implementation of its recommendations when it is not notified of changes in the project.

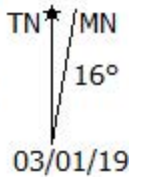
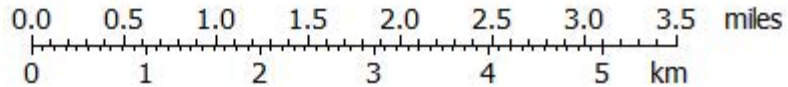
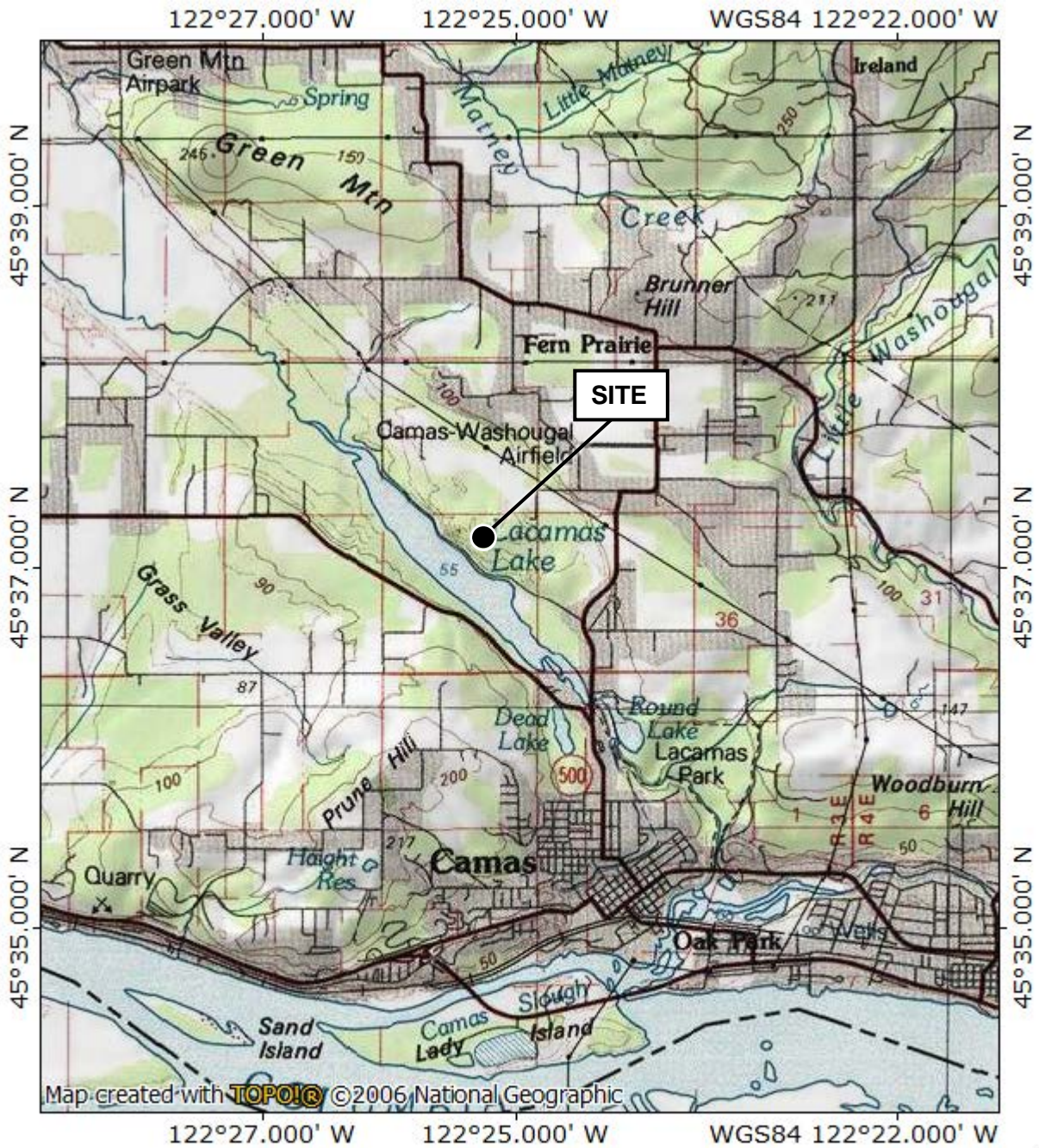
Once construction plans are finalized and a grading plan has been prepared, EEI should be retained to review those plans, and modify our existing recommendations related to the proposed construction, if determined to be necessary.

The Geotechnical Engineer warrants that the findings, recommendations, specifications, or professional advice contained herein have been made in accordance with generally accepted professional geotechnical engineering practices in the local area. No other warranties are implied or expressed.

This report has been prepared for the exclusive use of the client, Lacamas Northshore LLC, for the proposed development of the 57-acres of the Mills Family Property to be located on the North Shore of Lacamas Lake. EEI does not authorize the use of the advice herein nor the reliance upon the report by third parties without prior written authorization by EEI.

APPENDICES

APPENDIX A – SITE LOCATION PLAN



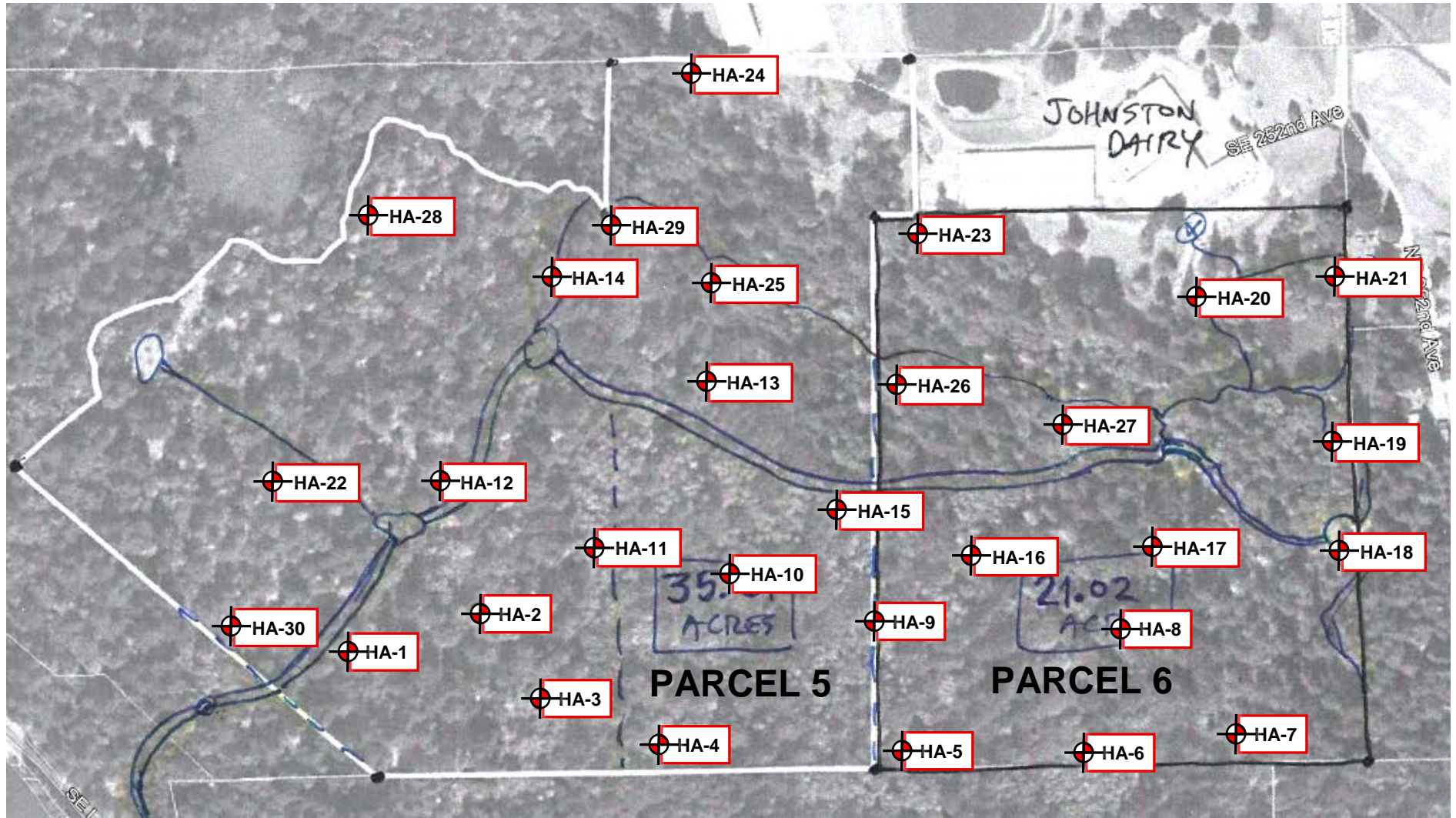
Earth
Engineers,
Inc.

57-Acres of the Mills Family Property
Parcels 5 and 6
North Shore of Lacamas Lake
Camas, Clark County, Washington

Report No.
19-033-1

May 28, 2019

APPENDIX B – EXPLORATION LOCATION PLAN



Base map source: Trails map provided by Shane McGuffin with Kimbal Logan Real Estate & Development



Earth
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Inc.

57-Acres of the Mills Family Property
Parcels 5 and 6
North Shore of Lacamas Lake
Camas, Clark County, Washington

Report No.
19-033-1

May 28, 2019

Appendix C: Hand Auger HA-1

Item 9.

Sheet 1 of 1



**Earth
Engineers,
Inc.**

Client: Lacamas North Shore LLC
 Project: Preliminary Geotechnical Investigation, 57-acre Mills Family Property
 Site Address: Parcel No.'s 177884000 and 177885000, Camas, Washington
 Location of Borehole: 45°37'06.81"N, 122°25'17.55"W
 Date Drilled: 5/7/2019
 Logged By: Jacqui Boyer

Report Number: 19-033-1
 Drilling Contractor: EEI
 Drilling Method: Hand Equipment
 Drilling Equipment: Hand Auger
 Ground Surface Elevation (ft msl): 297'

Depth (ft)	Water Level	Lithology		Sampling Data					Remarks	
		Lithologic Symbol	Geologic Description of Soil and Rock Strata	Sample Number	Drive Probe Blows Per 6 Inches	% Passing #200 Sieve	Liquid Limit	Plastic Limit		Moisture Content (%)
0		Topsoil	Topsoil - dark brown sandy silt with roots, rootlets and gravel, dry to moist							
1		SM	Sand (SM) - brown silty sand with fractured basalt, dry to moist, loose to dense few charcoal observed	GRAB 1	10	11			21	hard digging effort
2	7									
3	9									
4	11									
5	12			GRAB 2					23	
5					50				drive probe refusal was 50 blows/1"	
6									hand auger and drive probe refusal due to the presence of dense gravel/cobbles or bedrock	
7										
8										
9										
10										
11										
12										
13										
14										
15										

Notes : Hand auger terminated at a depth of approximately 4.5 feet bgs. Drive probe test terminated at a depth of approximately 5 feet bgs. Groundwater encountered at the time of exploration. Boring loosely backfilled with excavated soil on 5/7/19. Approximate elevation based on Google Earth.



**Earth
Engineers,
Inc.**

Appendix C: Hand Auger HA-2

Item 9.

Sheet 1 of 1

Client: Lacamas North Shore LLC
 Project: Preliminary Geotechnical Investigation, 57-acre Mills Family Property
 Site Address: Parcel No.'s 177884000 and 177885000, Camas, Washington
 Location of Borehole: 45°37'07.25"N, 122°25'14.14"W
 Date Drilled: 5/7/2019
 Logged By: Jacqui Boyer

Report Number: 19-033-1
 Drilling Contractor: EEI
 Drilling Method: Hand Equipment
 Drilling Equipment: Hand Auger
 Ground Surface Elevation (ft msl): 293'

Depth (ft)	Water Level	Lithology		Sampling Data					Remarks	
		Lithologic Symbol	Geologic Description of Soil and Rock Strata	Sample Number	Drive Probe Blows Per 6 Inches	% Passing #200 Sieve	Liquid Limit	Plastic Limit		Moisture Content (%)
0		Topsoil	Topsoil - dark brown sandy silt with roots, rootlets and gravel, dry to moist	5						
1		ML	Silt (ML) - brown to orange brown sandy silt with gravel and fractured basalt, dry to moist, medium stiff	7					30	
1.5				50						drive probe refusal was 50 blows/3" hand auger and drive probe refusal due to the presence of dense gravel/cobbles or bedrock
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										

Notes : Hand auger terminated at a depth of approximately 1 foot bgs. Drive probe test terminated at a depth of approximately 1.5 feet bgs. Groundwater encountered at the time of exploration. Boring loosely backfilled with excavated soil on 5/7/19. Approximate elevation based on Google Earth.



**Earth
Engineers,
Inc.**

Appendix C: Hand Auger HA-3

Item 9.

Sheet 1 of 1

Client: Lacamas North Shore LLC
 Project: Preliminary Geotechnical Investigation, 57-acre Mills Family Property
 Site Address: Parcel No.'s 177884000 and 177885000, Camas, Washington
 Location of Borehole: 45°37'05.82"N, 122°25'12.58"W
 Date Drilled: 5/7/2019
 Logged By: Jacqui Boyer

Report Number: 19-033-1
 Drilling Contractor: EEI
 Drilling Method: Hand Equipment
 Drilling Equipment: Hand Auger
 Ground Surface Elevation (ft msl): 288'

Depth (ft)	Water Level	Lithology		Sampling Data					Remarks	
		Lithologic Symbol	Geologic Description of Soil and Rock Strata	Sample Number	Drive Probe Blows Per 6 Inches	% Passing #200 Sieve	Liquid Limit	Plastic Limit		Moisture Content (%)
0		Topsoil	Topsoil - dark brown sandy silt with roots, rootlets and gravel, dry to moist	11						
1				50						drive probe refusal was 50 blows/2" hand auger and drive probe refusal on basalt
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										

Notes : Hand auger and drive probe test terminated at a depth of approximately 1 foot bgs. Groundwater was not encountered at the time of exploration. loosely backfilled with excavated soil on 5/7/19. Approximate elevation based on Google Earth.



**Earth
Engineers,
Inc.**

Appendix C: Hand Auger HA-4

Item 9.

Sheet 1 of 1

Client: Lacamas North Shore LLC
 Project: Preliminary Geotechnical Investigation, 57-acre Mills Family Property
 Site Address: Parcel No.'s 177884000 and 177885000, Camas, Washington
 Location of Borehole: 45°37'04.98"N, 122°25'09.45"W
 Date Drilled: 5/7/2019
 Logged By: Jacqui Boyer

Report Number: 19-033-1
 Drilling Contractor: EEI
 Drilling Method: Hand Equipment
 Drilling Equipment: Hand Auger
 Ground Surface Elevation (ft msl): 305'

Depth (ft)	Water Level	Lithology		Sampling Data					Remarks	
		Lithologic Symbol	Geologic Description of Soil and Rock Strata	Sample Number	Drive Probe Blows Per 6 Inches	% Passing #200 Sieve	Liquid Limit	Plastic Limit		Moisture Content (%)
0		Topsoil	Topsoil - dark brown sandy silt with roots, rootlets and gravel, dry to moist	3						
1		ML	Silt (ML) - brown sandy silt with gravel, charcoal and wood chips, moist, soft to medium stiff	5						
2				6						
2.5				GRAB 1						
3				5	49			29		
3				50						drive probe refusal was 50 blows/5" hand auger and drive probe refusal due to the presence of dense gravel/cobbles or bedrock
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										

Notes : Hand auger terminated at a depth of approximately 2.5 feet bgs. Drive probe test terminated at a depth of approximately 3 feet bgs. Groundwater encountered at the time of exploration. Boring loosely backfilled with excavated soil on 5/7/19. Approximate elevation based on Google Earth.



**Earth
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Inc.**

Appendix C: Hand Auger HA-5

Item 9.

Sheet 1 of 1

Client: Lacamas North Shore LLC
 Project: Preliminary Geotechnical Investigation, 57-acre Mills Family Property
 Site Address: Parcel No.'s 177884000 and 177885000, Camas, Washington
 Location of Borehole: 45°37'04.80"N, 122°25'03.19"W
 Date Drilled: 5/7/2019
 Logged By: Jacqui Boyer

Report Number: 19-033-1
 Drilling Contractor: EEI
 Drilling Method: Hand Equipment
 Drilling Equipment: Hand Auger
 Ground Surface Elevation (ft msl): 323'

Depth (ft)	Water Level	Lithology		Sampling Data					Remarks	
		Lithologic Symbol	Geologic Description of Soil and Rock Strata	Sample Number	Drive Probe Blows Per 6 Inches	% Passing #200 Sieve	Liquid Limit	Plastic Limit		Moisture Content (%)
0		Topsoil	Topsoil - dark brown sandy silt with roots, rootlets and gravel, dry to moist	2						
1		ML	Silt (ML) - brown sandy silt with some gravel, moist, medium stiff to stiff	8						
				9						
2				GRAB 1	10				21	
					7					
3					9					
4		SM	Sand (SM) - brown silty sand with gravel, dry to moist, medium dense to dense	11						
				13						
5				GRAB 2	14				25	
				color changes to gray-brown to reddish-brown	17					
6				fractured basalt observed	26					digging difficulty increases
7				27						
				22						
				26						
8				GRAB 3	50	16			20	drive probe refusal was 50 blows/5"
9									hand auger and drive probe refusal due to the presence of dense gravel/cobbles or bedrock	
10										
11										
12										
13										
14										
15										

Notes : Hand auger and drive probe test terminated at a depth of approximately 8 feet bgs. Groundwater was not encountered at the time of exploration. loosely backfilled with excavated soil on 5/7/19. Approximate elevation based on Google Earth.



**Earth
Engineers,
Inc.**

Appendix C: Hand Auger HA-6

Item 9.

Sheet 1 of 1

Client: Lacamas North Shore LLC
 Project: Preliminary Geotechnical Investigation, 57-acre Mills Family Property
 Site Address: Parcel No.'s 177884000 and 177885000, Camas, Washington
 Location of Borehole: 45°37'04.71"N, 122°24'58.50"W
 Date Drilled: 5/7/2019
 Logged By: Jacqui Boyer

Report Number: 19-033-1
 Drilling Contractor: EEI
 Drilling Method: Hand Equipment
 Drilling Equipment: Hand Auger
 Ground Surface Elevation (ft msl): 333'

Depth (ft)	Water Level	Lithology		Sampling Data					Remarks	
		Lithologic Symbol	Geologic Description of Soil and Rock Strata	Sample Number	Drive Probe Blows Per 6 Inches	% Passing #200 Sieve	Liquid Limit	Plastic Limit		Moisture Content (%)
0		Topsoil	Topsoil - dark brown sandy silt with roots, rootlets and gravel, dry to moist	5						
1		ML	Silt (ML) - brown to reddish brown silt with sand and moderately weathered fractured basalt, moist, stiff	11					26	digging difficulty increases
2				7						hand auger refusal on dense gravel
3				10						
4				10						
5				17						
6				25						
7				50						drive probe refusal was 50 blows/3"
8										
9										
10										
11										
12										
13										
14										
15										

Notes : Hand auger terminated at a depth of approximately 2 feet bgs. Drive probe test terminated at a depth of approximately 5 feet bgs. Groundwater encountered at the time of exploration. Boring loosely backfilled with excavated soil on 5/7/19. Approximate elevation based on Google Earth.



**Earth
Engineers,
Inc.**

Appendix C: Hand Auger HA-7

Item 9.

Sheet 1 of 1

Client: Lacamas North Shore LLC
 Project: Preliminary Geotechnical Investigation, 57-acre Mills Family Property
 Site Address: Parcel No.'s 177884000 and 177885000, Camas, Washington
 Location of Borehole: 45°37'05.05"N, 122°24'54.59"W
 Date Drilled: 5/7/2019
 Logged By: Jacqui Boyer

Report Number: 19-033-1
 Drilling Contractor: EEI
 Drilling Method: Hand Equipment
 Drilling Equipment: Hand Auger
 Ground Surface Elevation (ft msl): 352'

Depth (ft)	Water Level	Lithology		Sampling Data					Remarks	
		Lithologic Symbol	Geologic Description of Soil and Rock Strata	Sample Number	Drive Probe Blows Per 6 Inches	% Passing #200 Sieve	Liquid Limit	Plastic Limit		Moisture Content (%)
0		Topsoil	Topsoil - dark brown sandy silt with roots, rootlets and gravel, dry to moist	5						
1		ML	Silt (ML) - brown to reddish brown silt with sand and fractured basalt, moist, medium stiff to very stiff	5						
2					27					drive probe refusal was 50 blows/4"
2					50					hand auger and drive probe refusal due to the presence of dense gravel/cobbles or bedrock
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										

Notes : Hand auger terminated at a depth of approximately 1.5 feet bgs. Drive probe test terminated at a depth of approximately 2 feet bgs. Groundwater encountered at the time of exploration. Boring loosely backfilled with excavated soil on 5/7/19. Approximate elevation based on Google Earth.

Appendix C: Hand Auger HA-8

Item 9.

Sheet 1 of 1



**Earth
Engineers,
Inc.**

Client: Lacamas North Shore LLC
 Project: Preliminary Geotechnical Investigation, 57-acre Mills Family Property
 Site Address: Parcel No.'s 177884000 and 177885000, Camas, Washington
 Location of Borehole: 45°37'06.98"N, 122°24'57.31"W
 Date Drilled: 5/7/2019
 Logged By: Jacqui Boyer

Report Number: 19-033-1
 Drilling Contractor: EEI
 Drilling Method: Hand Equipment
 Drilling Equipment: Hand Auger
 Ground Surface Elevation (ft msl): 342'

Depth (ft)	Water Level	Lithology		Sampling Data					Remarks	
		Lithologic Symbol	Geologic Description of Soil and Rock Strata	Sample Number	Drive Probe Blows Per 6 Inches	% Passing #200 Sieve	Liquid Limit	Plastic Limit		Moisture Content (%)
0		Topsoil	Topsoil - dark brown sandy silt with roots, rootlets and gravel, dry to moist	8						
1		ML	Silt (ML) - brown to gray brown clayey silt with sand and gravel, moist, medium stiff to very stiff	17						
2			fractured basalt observed	10						
3				7						
3.5				5						
3.5				GRAB 1		53			31	
4				5						drive probe refusal was 50 blows/2"
4.5				12						hand auger and drive probe refusal due to the presence of dense gravel/cobbles or bedrock
5				32						
5.5				50						
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										

Notes : Hand auger terminated at a depth of approximately 3.5 feet bgs. Drive probe test terminated at a depth of approximately 5 feet bgs. Groundwater encountered at the time of exploration. Boring loosely backfilled with excavated soil on 5/7/19. Approximate elevation based on Google Earth.



**Earth
Engineers,
Inc.**

Appendix C: Hand Auger HA-9

Item 9.

Sheet 1 of 1

Client: Lacamas North Shore LLC
 Project: Preliminary Geotechnical Investigation, 57-acre Mills Family Property
 Site Address: Parcel No.'s 177884000 and 177885000, Camas, Washington
 Location of Borehole: 45°37'07.15"N, 122°25'03.73"W
 Date Drilled: 5/7/2019
 Logged By: Jacqui Boyer

Report Number: 19-033-1
 Drilling Contractor: EEI
 Drilling Method: Hand Equipment
 Drilling Equipment: Hand Auger
 Ground Surface Elevation (ft msl): 337'

Depth (ft)	Water Level	Lithology		Sampling Data					Remarks	
		Lithologic Symbol	Geologic Description of Soil and Rock Strata	Sample Number	Drive Probe Blows Per 6 Inches	% Passing #200 Sieve	Liquid Limit	Plastic Limit		Moisture Content (%)
0		Topsoil	Topsoil - dark brown sandy silt with roots, rootlets and gravel, dry to moist	4						
1		ML	Silt (ML) - brown sandy silt with orange mottling, moist, soft to stiff	11						
2	6									
3	2									
4	2									
5		ML	Silt (ML) - dark brown sandy silt with weathered fractured basalt, stiff to hard	3						
6	5									
7				9						
8				11						
9				20						
10				29						
11				35					30	
12				39						hand auger refusal on fractured basalt
13				41						
14				49						
15				50						drive probe refusal was 50 blows/1"

Notes : Hand auger terminated at a depth of approximately 6.5 feet bgs. Drive probe test terminated at a depth of approximately 8.5 feet bgs. Groundwater not encountered at the time of exploration. Boring loosely backfilled with excavated soil on 5/7/19. Approximate elevation based on Google Earth.

Appendix C: Hand Auger HA-10

Item 9.

Sheet 1 of 1



**Earth
Engineers,
Inc.**

Client: Lacamas North Shore LLC
 Project: Preliminary Geotechnical Investigation, 57-acre Mills Family Property
 Site Address: Parcel No.'s 177884000 and 177885000, Camas, Washington
 Location of Borehole: 45°37'08.07"N, 122°25'07.51"W
 Date Drilled: 5/7/2019
 Logged By: Jacqui Boyer

Report Number: 19-033-1
 Drilling Contractor: EEI
 Drilling Method: Hand Equipment
 Drilling Equipment: Hand Auger
 Ground Surface Elevation (ft msl): 325'

Depth (ft)	Water Level	Lithology		Sampling Data					Remarks	
		Lithologic Symbol	Geologic Description of Soil and Rock Strata	Sample Number	Drive Probe Blows Per 6 Inches	% Passing #200 Sieve	Liquid Limit	Plastic Limit		Moisture Content (%)
0		Topsoil	Topsoil - dark brown sandy silt with roots, rootlets and gravel, dry to moist	3						
1		ML	Silt (ML) - brown sandy silt with gravel, orange flecks, moist, soft	4						
2	3									
3	4									
4	5									
4		SM	Sand (SM) - brown silty sand with gravel, moist, medium dense	11				35		
5				11					hand auger refusal on dense gravel	
5.5				50					drive probe refusal was 50 blows/4"	

Notes : Hand auger terminated at a depth of approximately 4.5 feet bgs. Drive probe test terminated at a depth of approximately 5.5 feet bgs. Groundwater not encountered at the time of exploration. Boring loosely backfilled with excavated soil on 5/7/19. Approximate elevation based on Google Earth.

Appendix C: Hand Auger HA-11

Item 9.

Sheet 1 of 1



**Earth
Engineers,
Inc.**

Client: Lacamas North Shore LLC
 Project: Preliminary Geotechnical Investigation, 57-acre Mills Family Property
 Site Address: Parcel No.'s 177884000 and 177885000, Camas, Washington
 Location of Borehole: 45°37'08.64"N, 122°25'10.92"W
 Date Drilled: 5/7/2019
 Logged By: Jacqui Boyer

Report Number: 19-033-1
 Drilling Contractor: EEI
 Drilling Method: Hand Equipment
 Drilling Equipment: Hand Auger
 Ground Surface Elevation (ft msl): 325'

Depth (ft)	Water Level	Lithology		Sampling Data					Remarks	
		Lithologic Symbol	Geologic Description of Soil and Rock Strata	Sample Number	Drive Probe Blows Per 6 Inches	% Passing #200 Sieve	Liquid Limit	Plastic Limit		Moisture Content (%)
0		Topsoil	Topsoil - dark brown sandy silt with roots, rootlets and gravel, dry to moist	9						
1		ML	Silt (ML) - brown sandy silt with gravel, moist, medium stiff to very stiff	16						
2				9						
2				8						
2.5				12						drive probe refusal was 50 blows/2"
3				50						hand auger and drive probe refusal due to the presence of dense gravel/cobbles or bedrock
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										

Notes : Hand auger terminated at a depth of approximately 2 feet bgs. Drive probe test terminated at a depth of approximately 3 feet bgs. Groundwater encountered at the time of exploration. Boring loosely backfilled with excavated soil on 5/7/19. Approximate elevation based on Google Earth.

Appendix C: Hand Auger HA-12

Item 9.

Sheet 1 of 1



**Earth
Engineers,
Inc.**

Client: Lacamas North Shore LLC
 Project: Preliminary Geotechnical Investigation, 57-acre Mills Family Property
 Site Address: Parcel No.'s 177884000 and 177885000, Camas, Washington
 Location of Borehole: 45°37'09.88"N, 122°25'14.81"W
 Date Drilled: 5/7/2019
 Logged By: Jacqui Boyer

Report Number: 19-033-1
 Drilling Contractor: EEI
 Drilling Method: Hand Equipment
 Drilling Equipment: Hand Auger
 Ground Surface Elevation (ft msl): 325'

Depth (ft)	Water Level	Lithology		Sampling Data					Remarks	
		Lithologic Symbol	Geologic Description of Soil and Rock Strata	Sample Number	Drive Probe Blows Per 6 Inches	% Passing #200 Sieve	Liquid Limit	Plastic Limit		Moisture Content (%)
0		Topsoil	Topsoil - dark brown sandy silt with roots, rootlets and gravel, dry to moist	50	50					drive probe refusal was 50 blows/3"
1										hand auger and drive probe refusal on basalt
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										

Notes : Hand auger terminated at a depth of approximately 0.25 feet bgs. Drive probe test terminated at a depth of approximately 0.5 feet bgs. Groundwater not encountered at the time of exploration. Boring loosely backfilled with excavated soil on 5/7/19. Approximate elevation based on Google Earth.

Appendix C: Hand Auger HA-13

Item 9.

Sheet 1 of 1



**Earth
Engineers,
Inc.**

Client: Lacamas North Shore LLC
 Project: Preliminary Geotechnical Investigation, 57-acre Mills Family Property
 Site Address: Parcel No.'s 177884000 and 177885000, Camas, Washington
 Location of Borehole: 45°37'11.60"N, 122°25'07.95"W
 Date Drilled: 5/7/2019
 Logged By: Jacqui Boyer

Report Number: 19-033-1
 Drilling Contractor: EEI
 Drilling Method: Hand Equipment
 Drilling Equipment: Hand Auger
 Ground Surface Elevation (ft msl): 350'

Depth (ft)	Water Level	Lithology		Sampling Data					Remarks	
		Lithologic Symbol	Geologic Description of Soil and Rock Strata	Sample Number	Drive Probe Blows Per 6 Inches	% Passing #200 Sieve	Liquid Limit	Plastic Limit		Moisture Content (%)
0		Topsoil	Topsoil - dark brown sandy silt with roots, rootlets and gravel, dry to moist	4						
0.5		ML	Silt (ML) - brown sandy silt with gravel, moist, very stiff	18						
1.0				15						hand auger refusal on dense gravel
1.5				17						
2.0				12						
2.5				15						
3.0				12						
3.5				30						
4.0				50						drive probe refusal was 50 blows/5"
4.5										
5.0										
6.0										
7.0										
8.0										
9.0										
10.0										
11.0										
12.0										
13.0										
14.0										
15.0										

Notes : Hand auger terminated at a depth of approximately 1 foot bgs. Drive probe test terminated at a depth of approximately 4.5 feet bgs. Groundwater encountered at the time of exploration. Boring loosely backfilled with excavated soil on 5/7/19. Approximate elevation based on Google Earth.

Appendix C: Hand Auger HA-14

Item 9.

Sheet 1 of 1



**Earth
Engineers,
Inc.**

Client: Lacamas North Shore LLC
 Project: Preliminary Geotechnical Investigation, 57-acre Mills Family Property
 Site Address: Parcel No.'s 177884000 and 177885000, Camas, Washington
 Location of Borehole: 45°37'13.57"N, 122°25'11.85"W
 Date Drilled: 5/7/2019
 Logged By: Jacqui Boyer

Report Number: 19-033-1
 Drilling Contractor: EEI
 Drilling Method: Hand Equipment
 Drilling Equipment: Hand Auger
 Ground Surface Elevation (ft msl): 342'

Depth (ft)	Water Level	Lithology		Sampling Data					Remarks	
		Lithologic Symbol	Geologic Description of Soil and Rock Strata	Sample Number	Drive Probe Blows Per 6 Inches	% Passing #200 Sieve	Liquid Limit	Plastic Limit		Moisture Content (%)
0		Topsoil	Topsoil - dark brown sandy silt with roots, rootlets and gravel, dry to moist	7						
1		ML	Silt (ML) - brown to orange-brown sandy silt with gravel, moist, stiff to very stiff	12					24	
2				21						drive probe refusal was 50 blows/2"
3				30						hand auger and drive probe refusal due to the presence of dense gravel/cobbles or bedrock
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										

Notes : Hand auger terminated at a depth of approximately 1.5 feet bgs. Drive probe test terminated at a depth of approximately 2 feet bgs. Groundwater encountered at the time of exploration. Boring loosely backfilled with excavated soil on 5/7/19. Approximate elevation based on Google Earth.

Appendix C: Hand Auger HA-15

Item 9.

Sheet 1 of 1



**Earth
Engineers,
Inc.**

Client: Lacamas North Shore LLC
 Project: Preliminary Geotechnical Investigation, 57-acre Mills Family Property
 Site Address: Parcel No.'s 177884000 and 177885000, Camas, Washington
 Location of Borehole: 45°37'09.27"N, 122°25'04.72"W
 Date Drilled: 5/13/2019
 Logged By: Jacqui Boyer

Report Number: 19-033-1
 Drilling Contractor: EEI
 Drilling Method: Hand Equipment
 Drilling Equipment: Hand Auger
 Ground Surface Elevation (ft msl): 349'

Depth (ft)	Water Level	Lithology		Sampling Data					Remarks	
		Lithologic Symbol	Geologic Description of Soil and Rock Strata	Sample Number	Drive Probe Blows Per 6 Inches	% Passing #200 Sieve	Liquid Limit	Plastic Limit		Moisture Content (%)
0		Topsoil	Topsoil - dark brown sandy silt with roots, rootlets and gravel, dry to moist	4						
1		SM	Sand (SM) - brown silty sand with gravel, fractured basalt and orange-gray mottling, moist, medium dense	7						
2				15						
3				GRAB 1				22		
4				14						
5				12						
6				13						
7				13						hand auger refusal on fractured basalt
8				9						
9				9						
10				12						
11				11						
12				9						
13				10						
14				8						
15										drive probe refusal was 50 blows/5"

Notes : Hand auger terminated at a depth of approximately 3 feet bgs. Drive probe test terminated at a depth of approximately 7.5 feet bgs. Groundwater encountered at the time of exploration. Boring loosely backfilled with excavated soil on 5/13/19. Approximate elevation based on Google Earth.

Appendix C: Hand Auger HA-16

Item 9.

Sheet 1 of 1



**Earth
Engineers,
Inc.**

Client: Lacamas North Shore LLC
 Project: Preliminary Geotechnical Investigation, 57-acre Mills Family Property
 Site Address: Parcel No.'s 177884000 and 177885000, Camas, Washington
 Location of Borehole: 45°37'08.36"N, 122°25'01.15"W
 Date Drilled: 5/13/2019
 Logged By: Jacqui Boyer

Report Number: 19-033-1
 Drilling Contractor: EEI
 Drilling Method: Hand Equipment
 Drilling Equipment: Hand Auger
 Ground Surface Elevation (ft msl): 353'

Depth (ft)	Water Level	Lithology		Sampling Data					Remarks	
		Lithologic Symbol	Geologic Description of Soil and Rock Strata	Sample Number	Drive Probe Blows Per 6 Inches	% Passing #200 Sieve	Liquid Limit	Plastic Limit		Moisture Content (%)
0		Topsoil	Topsoil - dark brown sandy silt with roots, rootlets and gravel, dry to moist	3						
1		ML	Silt (ML) - brown sandy silt with gravel and fractured basalt, moist, soft to medium stiff	5						
2		ML		6						
3		ML	Silt (ML) - brown to gray-brown clayey silt with decomposed basalt and fractured basalt fragments, moist, very stiff	4						
4		ML		13						
4				GRAB 1						
4						33			34	
4.5										drive probe refusal was 50 blows/1"
5										hand auger and drive probe refusal due to the presence of dense gravel/cobbles or bedrock
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										

Notes : Hand auger terminated at a depth of approximately 4 feet bgs. Drive probe test terminated at a depth of approximately 4.5 feet bgs. Groundwater encountered at the time of exploration. Boring loosely backfilled with excavated soil on 5/13/19. Approximate elevation based on Google Earth.

Appendix C: Hand Auger HA-17

Item 9.

Sheet 1 of 1



**Earth
Engineers,
Inc.**

Client: Lacamas North Shore LLC
 Project: Preliminary Geotechnical Investigation, 57-acre Mills Family Property
 Site Address: Parcel No.'s 177884000 and 177885000, Camas, Washington
 Location of Borehole: 45°37'08.42"N, 122°24'56.51"W
 Date Drilled: 5/13/2019
 Logged By: Jacqui Boyer

Report Number: 19-033-1
 Drilling Contractor: EEI
 Drilling Method: Hand Equipment
 Drilling Equipment: Hand Auger
 Ground Surface Elevation (ft msl): 336'

Depth (ft)	Water Level	Lithology		Sampling Data					Remarks	
		Lithologic Symbol	Geologic Description of Soil and Rock Strata	Sample Number	Drive Probe Blows Per 6 Inches	% Passing #200 Sieve	Liquid Limit	Plastic Limit		Moisture Content (%)
0		Topsoil	Topsoil - dark brown sandy silt with roots, rootlets and gravel, dry to moist	10						
1			root encountered, difficult digging	21						
2		ML	Silt (ML) - brown sandy silt with gravel and orange mottling, moist, medium stiff to very stiff	10						
3			decomposed basalt observed	8						
4		ML	Silt (ML) - gray-brown clayey silt with decomposed basalt and fractured basalt, moist, stiff to very stiff	6						
5				10						
6				17						
7				22					30	
8				23						
9				29						hand auger refusal on fractured basalt
10				25						
11				19						
12				50						drive probe refusal was 50 blows/4"

Notes : Hand auger terminated at a depth of approximately 4.5 feet bgs. Drive probe test terminated at a depth of approximately 6.5 feet bgs. Groundwater not encountered at the time of exploration. Boring loosely backfilled with excavated soil on 5/13/19. Approximate elevation based on Google Earth.

Appendix C: Hand Auger HA-18

Item 9.

Sheet 1 of 1



**Earth
Engineers,
Inc.**

Client: Lacamas North Shore LLC
 Project: Preliminary Geotechnical Investigation, 57-acre Mills Family Property
 Site Address: Parcel No.'s 177884000 and 177885000, Camas, Washington
 Location of Borehole: 45°37'08.28"N, 122°24'51.63"W
 Date Drilled: 5/13/2019
 Logged By: Jacqui Boyer

Report Number: 19-033-1
 Drilling Contractor: EEI
 Drilling Method: Hand Equipment
 Drilling Equipment: Hand Auger
 Ground Surface Elevation (ft msl): 309'

Depth (ft)	Water Level	Lithology		Sampling Data					Remarks	
		Lithologic Symbol	Geologic Description of Soil and Rock Strata	Sample Number	Drive Probe Blows Per 6 Inches	% Passing #200 Sieve	Liquid Limit	Plastic Limit		Moisture Content (%)
0		Topsoil	Topsoil - dark brown sandy silt with roots, rootlets and gravel, dry to moist	50						
1										drive probe refusal was 50 blows/5"
2										hand auger and drive probe refusal on basalt
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										

Notes : Hand auger terminated at a depth of approximately 0.5 feet bgs. Drive probe test terminated at a depth of approximately 0.5 feet bgs. Groundwater not encountered at the time of exploration. Boring loosely backfilled with excavated soil on 5/13/19. Approximate elevation based on Google Earth.

Appendix C: Hand Auger HA-19

Item 9.

Sheet 1 of 1



**Earth
Engineers,
Inc.**

Client: Lacamas North Shore LLC
 Project: Preliminary Geotechnical Investigation, 57-acre Mills Family Property
 Site Address: Parcel No.'s 177884000 and 177885000, Camas, Washington
 Location of Borehole: 45°37'10.27"N, 122°24'51.74"W
 Date Drilled: 5/13/2019
 Logged By: Jacqui Boyer

Report Number: 19-033-1
 Drilling Contractor: EEI
 Drilling Method: Hand Equipment
 Drilling Equipment: Hand Auger
 Ground Surface Elevation (ft msl): 299'

Depth (ft)	Water Level	Lithology		Sampling Data					Remarks	
		Lithologic Symbol	Geologic Description of Soil and Rock Strata	Sample Number	Drive Probe Blows Per 6 Inches	% Passing #200 Sieve	Liquid Limit	Plastic Limit		Moisture Content (%)
0		Topsoil	Topsoil - dark brown sandy silt with roots, rootlets and gravel, dry to moist	4						
1		ML	Silt (ML) - brown sandy silt with gravel and fractured basalt, moist, medium stiff to stiff	6						
			few charcoal observed	9					29	
2		ML	Silt (ML) - gray-brown clayey silt with decomposed basalt, moist, medium stiff to stiff	8						
				9						
3				8					29	
				50						drive probe refusal was 50 blows/2"
4										hand auger and drive probe refusal due to the presence of dense gravel/cobbles or bedrock
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										

Notes : Hand auger terminated at a depth of approximately 3 feet bgs. Drive probe test terminated at a depth of approximately 3.5 feet bgs. Groundwater encountered at the time of exploration. Boring loosely backfilled with excavated soil on 5/13/19. Approximate elevation based on Google Earth.

Appendix C: Hand Auger HA-20

Item 9.

Sheet 1 of 1



**Earth
Engineers,
Inc.**

Client: Lacamas North Shore LLC
 Project: Preliminary Geotechnical Investigation, 57-acre Mills Family Property
 Site Address: Parcel No.'s 177884000 and 177885000, Camas, Washington
 Location of Borehole: 45°37'13.02"N, 122°24'55.18"W
 Date Drilled: 5/13/2019
 Logged By: Jacqui Boyer

Report Number: 19-033-1
 Drilling Contractor: EEI
 Drilling Method: Hand Equipment
 Drilling Equipment: Hand Auger
 Ground Surface Elevation (ft msl): 297'

Depth (ft)	Water Level	Lithology		Sampling Data					Remarks	
		Lithologic Symbol	Geologic Description of Soil and Rock Strata	Sample Number	Drive Probe Blows Per 6 Inches	% Passing #200 Sieve	Liquid Limit	Plastic Limit		Moisture Content (%)
0		Topsoil	Topsoil - dark brown sandy silt with roots, rootlets and gravel, dry to moist	4						
1		ML	Silt (ML) - brown to grey brown sandy silt with decomposed basalt, moist, stiff to very stiff	11						
2				10						
2				GRAB 1	13	29			29	
3		SM	Sand (SM) - brown to grey brown silty sand with decomposed basalt, dry to moist, medium dense to dense silt and gravel content increases	18						
3				GRAB 2	12	19			20	hard digging
4				14						
5				25						
5				GRAB 3	31				18	hand auger refusal on dense sand
6				25						
6				22						
7				20						
7				20						
8				18						
8				32						
9				20						
9				22						
10				26						
10				30						
11				31						
11				35						
12				42						
12				31						

Notes : Hand auger terminated at a depth of approximately 5 feet bgs. Drive probe test terminated at a depth of approximately 12 feet bgs. Groundwater encountered at the time of exploration. Boring loosely backfilled with excavated soil on 5/13/19. Approximate elevation based on Google Earth.

Appendix C: Hand Auger HA-21

Item 9.

Sheet 1 of 1



**Earth
Engineers,
Inc.**

Client: Lacamas North Shore LLC
 Project: Preliminary Geotechnical Investigation, 57-acre Mills Family Property
 Site Address: Parcel No.'s 177884000 and 177885000, Camas, Washington
 Location of Borehole: 45°37'13.32"N, 122°24'51.54"W
 Date Drilled: 5/13/2019
 Logged By: Jacqui Boyer

Report Number: 19-033-1
 Drilling Contractor: EEI
 Drilling Method: Hand Equipment
 Drilling Equipment: Hand Auger
 Ground Surface Elevation (ft msl): 292'

Depth (ft)	Water Level	Lithology		Sampling Data					Remarks	
		Lithologic Symbol	Geologic Description of Soil and Rock Strata	Sample Number	Drive Probe Blows Per 6 Inches	% Passing #200 Sieve	Liquid Limit	Plastic Limit		Moisture Content (%)
0		Topsoil	Topsoil - dark brown sandy silt with roots, rootlets and gravel, dry to moist	5						
1		ML	Silt (ML) - brown sandy silt with gravel, soft to medium stiff	4						hard digging
2				GRAB 7					23	
3				16						hand auger refusal on dense gravel
4				21						
5				26						
6				28						drive probe refusal was 50 blows/2"
7				23						
8				27						
9				32						
10				50						

Notes : Hand auger terminated at a depth of approximately 2 feet bgs. Drive probe test terminated at a depth of approximately 6 feet bgs. Groundwater encountered at the time of exploration. Boring loosely backfilled with excavated soil on 5/13/19. Approximate elevation based on Google Earth.

Appendix C: Hand Auger HA-22

Item 9.

Sheet 1 of 1



**Earth
Engineers,
Inc.**

Client: Lacamas North Shore LLC
 Project: Preliminary Geotechnical Investigation, 57-acre Mills Family Property
 Site Address: Parcel No.'s 177884000 and 177885000, Camas, Washington
 Location of Borehole: 45°37'09.94"N, 122°25'19.19"W
 Date Drilled: 5/13/2019
 Logged By: Jacqui Boyer

Report Number: 19-033-1
 Drilling Contractor: EEI
 Drilling Method: Hand Equipment
 Drilling Equipment: Hand Auger
 Ground Surface Elevation (ft msl): 323'

Depth (ft)	Water Level	Lithology		Sampling Data					Remarks	
		Lithologic Symbol	Geologic Description of Soil and Rock Strata	Sample Number	Drive Probe Blows Per 6 Inches	% Passing #200 Sieve	Liquid Limit	Plastic Limit		Moisture Content (%)
0		Topsoil	Topsoil - dark brown sandy silt with roots, rootlets and gravel, dry to moist	1						
1			Silt (ML) - brown to orange-brown sandy silt with gravel, moist to wet, soft to very stiff	3						
2			fractured basalt and gravel encountered	2						
3		ML		4	22			32		digging difficulty increases
4				11						
5				14				36		
6				10						
7				22				37		
8				20						
9				51						hand auger refusal on gravel
10				20						
11				20						
12				42						
13				36						
14				37						
15										

Notes : Hand auger terminated at a depth of approximately 5 feet bgs. Drive probe test terminated at a depth of approximately 8 feet bgs. Groundwater encountered at the time of exploration. Boring loosely backfilled with excavated soil on 5/13/19. Approximate elevation based on Google Earth.

Appendix C: Hand Auger HA-23

Item 9.

Sheet 1 of 1



**Earth
Engineers,
Inc.**

Client: Lacamas North Shore LLC
 Project: Preliminary Geotechnical Investigation, 57-acre Mills Family Property
 Site Address: Parcel No.'s 177884000 and 177885000, Camas, Washington
 Location of Borehole: 45°37'14.21"N, 122°25'02.37"W
 Date Drilled: 5/21/2019
 Logged By: Jacqui Boyer

Report Number: 19-033-1
 Drilling Contractor: EEI
 Drilling Method: Hand Equipment
 Drilling Equipment: Hand Auger
 Ground Surface Elevation (ft msl): 312'

Depth (ft)	Water Level	Lithology		Sampling Data					Remarks	
		Lithologic Symbol	Geologic Description of Soil and Rock Strata	Sample Number	Drive Probe Blows Per 6 Inches	% Passing #200 Sieve	Liquid Limit	Plastic Limit		Moisture Content (%)
0		Topsoil	Topsoil - dark brown sandy silt with roots, rootlets and gravel, dry to moist	8						
1		ML	Silt (ML) - brown gravelly silt with sand, moist, very stiff to hard	25						hard digging
2				32						drive probe refusal was 50 blows/2"
3				50						hand auger and drive probe refusal due to the presence of dense gravel/cobbles or bedrock
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										

Notes : Hand auger terminated at a depth of approximately 1.5 feet bgs. Drive probe test terminated at a depth of approximately 2 feet bgs. Groundwater encountered at the time of exploration. Boring loosely backfilled with excavated soil on 5/21/19. Approximate elevation based on Google Earth.

Appendix C: Hand Auger HA-24

Item 9.

Sheet 1 of 1



**Earth
Engineers,
Inc.**

Client: Lacamas North Shore LLC
 Project: Preliminary Geotechnical Investigation, 57-acre Mills Family Property
 Site Address: Parcel No.'s 177884000 and 177885000, Camas, Washington
 Location of Borehole: 45°37'17.26"N, 122°25'08.09"W
 Date Drilled: 5/21/2019
 Logged By: Jacqui Boyer

Report Number: 19-033-1
 Drilling Contractor: EEI
 Drilling Method: Hand Equipment
 Drilling Equipment: Hand Auger
 Ground Surface Elevation (ft msl): 295'

Depth (ft)	Water Level	Lithology		Sampling Data					Remarks	
		Lithologic Symbol	Geologic Description of Soil and Rock Strata	Sample Number	Drive Probe Blows Per 6 Inches	% Passing #200 Sieve	Liquid Limit	Plastic Limit		Moisture Content (%)
0		Topsoil	Topsoil - dark brown sandy silt with roots, rootlets and gravel, dry to moist	3						
1		ML	Silt (ML) - brown gravelly silt with sand and fractured basalt, moist, medium stiff to stiff large basalt fragments encountered	13						digging difficulty increases
2				8						hand auger refusal on dense gravel
3				11						
4				20						
5				19						
6				22						
7				16						
8				16						
9				20						
10				17						
11				15						
12				17						
13				20						
14				21						
15				50						drive probe refusal was 50 blows/1"

Notes : Hand auger terminated at a depth of approximately 1.5 feet bgs. Drive probe test terminated at a depth of approximately 8 feet bgs. Groundwater encountered at the time of exploration. Boring loosely backfilled with excavated soil on 5/21/19. Approximate elevation based on Google Earth.

Appendix C: Hand Auger HA-25

Item 9.

Sheet 1 of 1



**Earth
Engineers,
Inc.**

Client: Lacamas North Shore LLC
 Project: Preliminary Geotechnical Investigation, 57-acre Mills Family Property
 Site Address: Parcel No.'s 177884000 and 177885000, Camas, Washington
 Location of Borehole: 45°37'13.34"N, 122°25'07.73"W
 Date Drilled: 5/21/2019
 Logged By: Jacqui Boyer

Report Number: 19-033-1
 Drilling Contractor: EEI
 Drilling Method: Hand Equipment
 Drilling Equipment: Hand Auger
 Ground Surface Elevation (ft msl): 356'

Depth (ft)	Water Level	Lithology		Sampling Data					Remarks	
		Lithologic Symbol	Geologic Description of Soil and Rock Strata	Sample Number	Drive Probe Blows Per 6 Inches	% Passing #200 Sieve	Liquid Limit	Plastic Limit		Moisture Content (%)
0		Topsoil	Topsoil - dark brown sandy silt with roots, rootlets and gravel, dry to moist	6	6					
1		ML	Silt (ML) - orange-brown sandy silt with gravel, some rootlets, moist, medium stiff	7	7					easy digging
2		ML	Silt (ML) - gray-brown clayey silt with decomposed basalt, moist, stiff	6	6				33	
3		ML	Silt (ML) - gray-brown clayey silt with decomposed basalt, moist, stiff	10	10				28	digging difficulty increases
3.5				50	50					drive probe refusal was 50 blows/4" hand auger and drive probe refusal due to the presence of dense gravel/cobbles or bedrock

Notes : Hand auger terminated at a depth of approximately 3 feet bgs. Drive probe test terminated at a depth of approximately 3.5 feet bgs. Groundwater encountered at the time of exploration. Boring loosely backfilled with excavated soil on 5/21/19. Approximate elevation based on Google Earth.

Appendix C: Hand Auger HA-26

Item 9.

Sheet 1 of 1



**Earth
Engineers,
Inc.**

Client: Lacamas North Shore LLC
 Project: Preliminary Geotechnical Investigation, 57-acre Mills Family Property
 Site Address: Parcel No.'s 177884000 and 177885000, Camas, Washington
 Location of Borehole: 45°37'11.42"N, 122°25'03.02"W
 Date Drilled: 5/21/2019
 Logged By: Jacqui Boyer

Report Number: 19-033-1
 Drilling Contractor: EEI
 Drilling Method: Hand Equipment
 Drilling Equipment: Hand Auger
 Ground Surface Elevation (ft msl): 360'

Depth (ft)	Water Level	Lithology		Sampling Data					Remarks	
		Lithologic Symbol	Geologic Description of Soil and Rock Strata	Sample Number	Drive Probe Blows Per 6 Inches	% Passing #200 Sieve	Liquid Limit	Plastic Limit		Moisture Content (%)
0		Topsoil	Topsoil - dark brown sandy silt with roots, rootlets and gravel, dry to moist	12						
1		ML	Silt (ML) - brown gravelly silt with sand, moist, very stiff	27						hard digging
1.5				50						drive probe refusal was 50 blows/3"
2										hand auger and drive probe refusal on basalt
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										

Notes : Hand auger terminated at a depth of approximately 1 foot bgs. Drive probe test terminated at a depth of approximately 1.5 feet bgs. Groundwater encountered at the time of exploration. Boring loosely backfilled with excavated soil on 5/21/19. Approximate elevation based on Google Earth.

Appendix C: Hand Auger HA-27

Item 9.

Sheet 1 of 1



**Earth
Engineers,
Inc.**

Client: Lacamas North Shore LLC
 Project: Preliminary Geotechnical Investigation, 57-acre Mills Family Property
 Site Address: Parcel No.'s 177884000 and 177885000, Camas, Washington
 Location of Borehole: 45°37'10.62"N, 122°24'58.85"W
 Date Drilled: 5/21/2019
 Logged By: Jacqui Boyer

Report Number: 19-033-1
 Drilling Contractor: EEI
 Drilling Method: Hand Equipment
 Drilling Equipment: Hand Auger
 Ground Surface Elevation (ft msl): 351'

Depth (ft)	Water Level	Lithology		Sampling Data					Remarks	
		Lithologic Symbol	Geologic Description of Soil and Rock Strata	Sample Number	Drive Probe Blows Per 6 Inches	% Passing #200 Sieve	Liquid Limit	Plastic Limit		Moisture Content (%)
0		Topsoil	Topsoil - dark brown sandy silt with roots, rootlets and gravel, dry to moist	3						
1		ML	Silt (ML) - brown sandy silt with rounded gravel, moist, medium stiff	8						
2		ML	Silt (ML) - brown gravelly silt with sand, moist, stiff	13				26	digging difficulty increases	
3				30					hand auger refusal on dense gravel	
3.5				33					drive probe refusal was 50 blows/2"	
4				50						
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										

Notes : Hand auger terminated at a depth of approximately 2 feet bgs. Drive probe test terminated at a depth of approximately 3.5 feet bgs. Groundwater encountered at the time of exploration. Boring loosely backfilled with excavated soil on 5/21/19. Approximate elevation based on Google Earth.

Appendix C: Hand Auger HA-28

Item 9.

Sheet 1 of 1



**Earth
Engineers,
Inc.**

Client: Lacamas North Shore LLC
 Project: Preliminary Geotechnical Investigation, 57-acre Mills Family Property
 Site Address: Parcel No.'s 177884000 and 177885000, Camas, Washington
 Location of Borehole: 45°37'14.75"N, 122°25'16.70"W
 Date Drilled: 5/21/2019
 Logged By: Jacqui Boyer

Report Number: 19-033-1
 Drilling Contractor: EEI
 Drilling Method: Hand Equipment
 Drilling Equipment: Hand Auger
 Ground Surface Elevation (ft msl): 316'

Depth (ft)	Water Level	Lithology		Sampling Data					Remarks	
		Lithologic Symbol	Geologic Description of Soil and Rock Strata	Sample Number	Drive Probe Blows Per 6 Inches	% Passing #200 Sieve	Liquid Limit	Plastic Limit		Moisture Content (%)
0		Topsoil	Topsoil - dark brown sandy silt with roots, rootlets and gravel, dry to moist	3						
1				11						drive probe refusal was 50 blows/1"
1.5				50						hand auger and drive probe refusal on basalt
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										

Notes : Hand auger terminated at a depth of approximately 1 foot bgs. Drive probe test terminated at a depth of approximately 1.5 feet bgs. Groundwater encountered at the time of exploration. Boring loosely backfilled with excavated soil on 5/21/19. Approximate elevation based on Google Earth.

Appendix C: Hand Auger HA-29

Item 9.

Sheet 1 of 1



**Earth
Engineers,
Inc.**

Client: Lacamas North Shore LLC
 Project: Preliminary Geotechnical Investigation, 57-acre Mills Family Property
 Site Address: Parcel No.'s 177884000 and 177885000, Camas, Washington
 Location of Borehole: 45°37'14.42"N, 122°25'10.27"W
 Date Drilled: 5/21/2019
 Logged By: Jacqui Boyer

Report Number: 19-033-1
 Drilling Contractor: EEI
 Drilling Method: Hand Equipment
 Drilling Equipment: Hand Auger
 Ground Surface Elevation (ft msl): 349'

Depth (ft)	Water Level	Lithology		Sampling Data					Remarks	
		Lithologic Symbol	Geologic Description of Soil and Rock Strata	Sample Number	Drive Probe Blows Per 6 Inches	% Passing #200 Sieve	Liquid Limit	Plastic Limit		Moisture Content (%)
0		Topsoil	Topsoil - dark brown sandy silt with roots, rootlets and gravel, dry to moist	4						
1		ML	Silt (ML) - brown gravelly silt with some sand, moist, medium stiff to very stiff	GRAB 1 17					22	hard digging
2		ML	Silt (ML) - brown to orange brown silt with sand and gravel, moist, medium stiff to stiff	GRAB 2 7					21	
3		ML	Silt (ML) - brown to orange brown silt with sand and gravel, moist, medium stiff to stiff	GRAB 3 5					28	digging difficulty increases
4				5						hand auger refusal on dense gravel
5				7						drive probe refusal was 50 blows/5"
5.5				12						
5.5				50						

Notes : Hand auger terminated at a depth of approximately 3.5 feet bgs. Drive probe test terminated at a depth of approximately 5.5 feet bgs. Groundwater not encountered at the time of exploration. Boring loosely backfilled with excavated soil on 5/21/19. Approximate elevation based on Google Earth.

Appendix C: Hand Auger HA-30

Item 9.

Sheet 1 of 1



**Earth
Engineers,
Inc.**

Client: Lacamas North Shore LLC
 Project: Preliminary Geotechnical Investigation, 57-acre Mills Family Property
 Site Address: Parcel No.'s 177884000 and 177885000, Camas, Washington
 Location of Borehole: 45°37'07.18"N, 122°25'20.40"W
 Date Drilled: 5/21/2019
 Logged By: Jacqui Boyer

Report Number: 19-033-1
 Drilling Contractor: EEI
 Drilling Method: Hand Equipment
 Drilling Equipment: Hand Auger
 Ground Surface Elevation (ft msl): 305'

Depth (ft)	Water Level	Lithology		Sampling Data					Remarks	
		Lithologic Symbol	Geologic Description of Soil and Rock Strata	Sample Number	Drive Probe Blows Per 6 Inches	% Passing #200 Sieve	Liquid Limit	Plastic Limit		Moisture Content (%)
0		Topsoil	Topsoil - dark brown sandy silt with roots, rootlets and gravel, dry to moist	5	50					
1										drive probe refusal was 50 blows/3"
2										hand auger and drive probe refusal on basalt
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										

Notes : Hand auger terminated at a depth of approximately 1 foot bgs. Drive probe test terminated at a depth of approximately 1 foot bgs. Groundwater encountered at the time of exploration. Boring loosely backfilled with excavated soil on 5/21/19. Approximate elevation based on Google Earth.

APPENDIX D: SOIL CLASSIFICATION LEGEND

Item 9.

APPARENT CONSISTENCY OF COHESIVE SOILS (PECK, HANSON & THORNBURN 1974, AASHTO 1988)				
Descriptor	SPT N ₆₀ (blows/foot)*	Pocket Penetrometer, Q _p (tsf)	Torvane (tsf)	Field Approximation
Very Soft	< 2	< 0.25	< 0.12	Easily penetrated several inches by fist
Soft	2 – 4	0.25 – 0.50	0.12 – 0.25	Easily penetrated several inches by thumb
Medium Stiff	5 – 8	0.50 – 1.0	0.25 – 0.50	Penetrated several inches by thumb w/moderate effort
Stiff	9 – 15	1.0 – 2.0	0.50 – 1.0	Readily indented by thumbnail
Very Stiff	16 – 30	2.0 – 4.0	1.0 – 2.0	Indented by thumb but penetrated only with great effort
Hard	> 30	> 4.0	> 2.0	Indented by thumbnail with difficulty

* Using SPT N₆₀ is considered a crude approximation for cohesive soils.

APPARENT DENSITY OF COHESIONLESS SOILS (AASHTO 1988)	
Descriptor	SPT N ₆₀ Value (blows/foot)
Very Loose	0 – 4
Loose	5 – 10
Medium Dense	11 – 30
Dense	31 – 50
Very Dense	> 50

MOISTURE (ASTM D2488-06)	
Descriptor	Criteria
Dry	Absence of moisture, dusty, dry to the touch, well below optimum moisture content (per ASTM D698 or D1557)
Moist	Damp but no visible water
Wet	Visible free water, usually soil is below water table, well above optimum moisture content (per ASTM D698 or D1557)

PERCENT OR PROPORTION OF SOILS (ASTM D2488-06)	
Descriptor	Criteria
Trace	Particles are present but estimated < 5%
Few	5 – 10%
Little	15 – 25%
Some	30 – 45%
Mostly	50 – 100%
Percentages are estimated to nearest 5% in the field. Use "about" unless percentages are based on laboratory testing.	

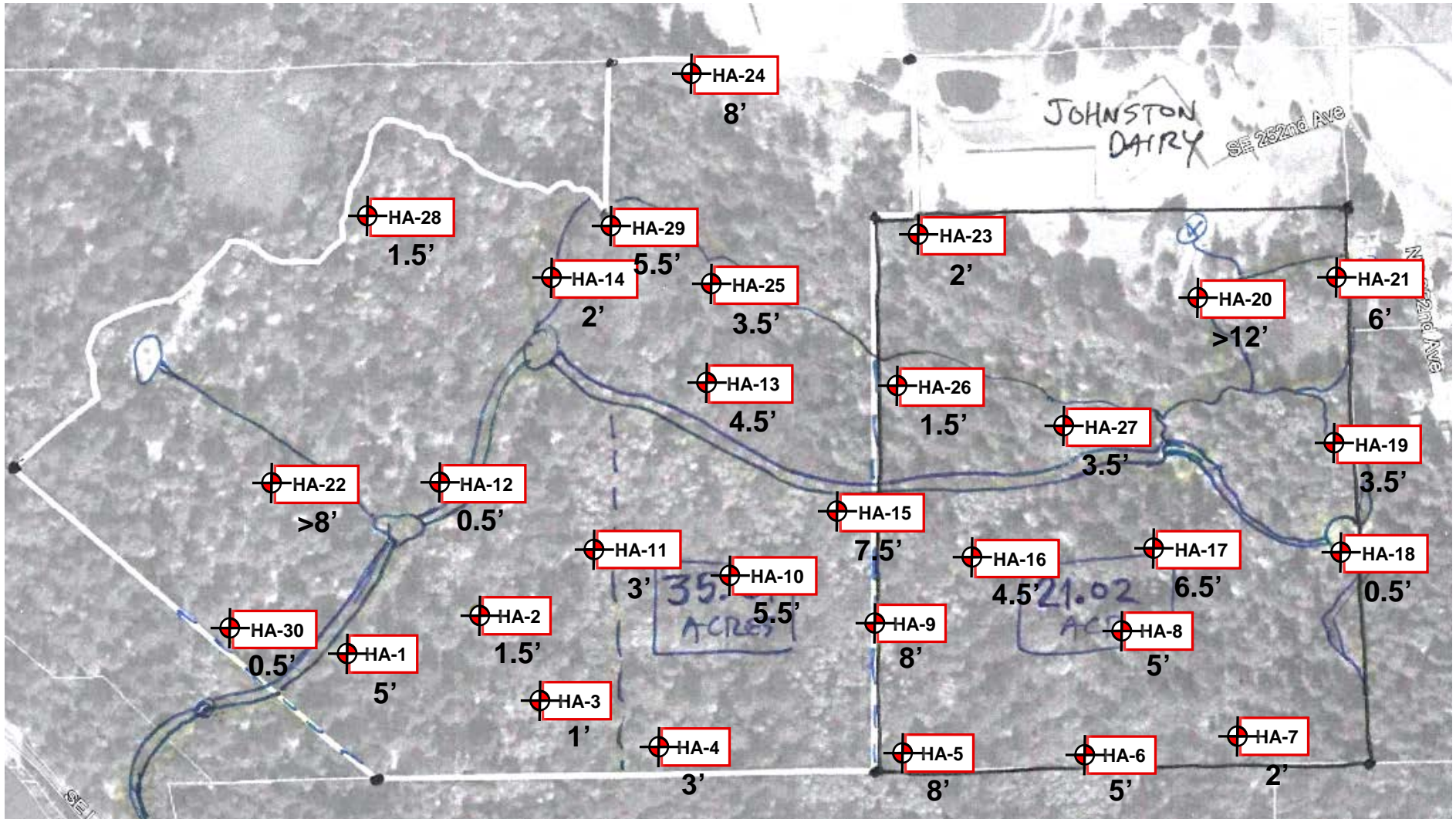
SOIL PARTICLE SIZE (ASTM D2488-06)	
Descriptor	Size
Boulder	> 12 inches
Cobble	3 to 12 inches
Gravel - Coarse Fine	¾ inch to 3 inches No. 4 sieve to ¾ inch
Sand - Coarse Medium Fine	No. 10 to No. 4 sieve (4.75mm) No. 40 to No. 10 sieve (2mm) No. 200 to No. 40 sieve (.425mm)
Silt and Clay ("fines")	Passing No. 200 sieve (0.075mm)

UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D2488)				
Major Division		Group Symbol	Description	
Coarse Grained Soils (more than 50% retained on #200 sieve)	Gravel (50% or more retained on No. 4 sieve)	Clean Gravel	GW Well-graded gravels and gravel-sand mixtures, little or no fines	
		Gravel with fines	GP Poorly graded gravels and gravel-sand mixtures, little or no fines	
		Sand (> 50% passing No. 4 sieve)	Clean sand	GM Silty gravels and gravel-sand-silt mixtures
			Sand with fines	GC Clayey gravels and gravel-sand-clay mixtures
	Fine Grained Soils (50% or more passing #200 sieve)	Silt and Clay (liquid limit < 50)	Clean sand	SW Well-graded sands and gravelly sands, little or no fines
			Sand with fines	SP Poorly-graded sands and gravelly sands, little or no fines
			Silt and Clay	SM Silty sands and sand-silt mixtures
		Silt and Clay (liquid limit > 50)	Silt and Clay	SC Clayey sands and sand-clay mixtures
Highly Organic Soils			ML Inorganic silts, rock flour and clayey silts	
			CL Inorganic clays of low-medium plasticity, gravelly, sandy & lean clays	
		OL Organic silts and organic silty clays of low plasticity		
		MH Inorganic silts and clayey silts		
		CH Inorganic clays or high plasticity, fat clays		
		OH Organic clays of medium to high plasticity		
		PT Peat, muck and other highly organic soils		



GRAPHIC SYMBOL LEGEND		
GRAB	☒	Grab sample
SPT	■	Standard Penetration Test (2" OD), ASTM D1586
ST	▨	Shelby Tube, ASTM D1587 (pushed)
DM	⊞	Dames and Moore ring sampler (3.25" OD and 140-pound hammer)
CORE	▨	Rock coring

APPENDIX E – APPROXIMATE DEPTH TO DRIVE PROBE REFUSAL PLAN



Base map source: Trails map provided by Shane McGuffin with Kimbal Logan Real Estate & Development



Earth
Engineers,
Inc.

57-Acres of the Mills Family Property
Parcels 5 and 6
North Shore of Lacamas Lake
Camas, Clark County, Washington

Report No.
19-033-1

May 28, 2019

APPENDIX F: SURCHARGE-INDUCED LATERAL EARTH PRESSURES FOR WALL DESIGN

Item 9.

LINE LOAD (applicable for retaining walls not exceeding 20 feet in height):

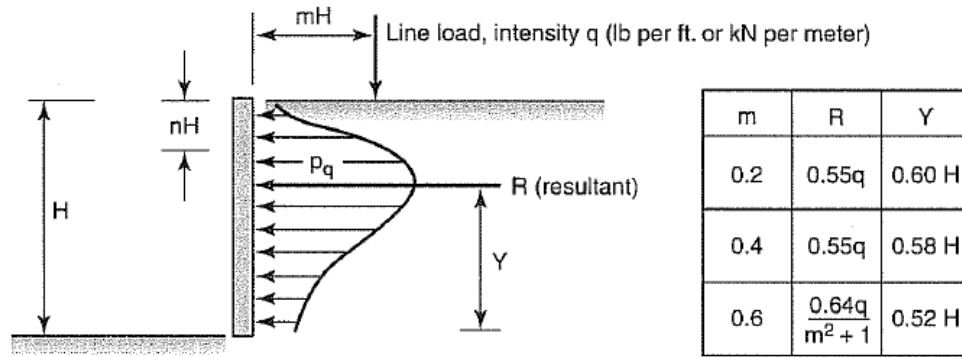


Figure 16-28 Pressure distribution against vertical wall resulting from line load of intensity q.

CONCENTRATED POINT LOAD (applicable for retaining walls not exceeding 20 feet in height):

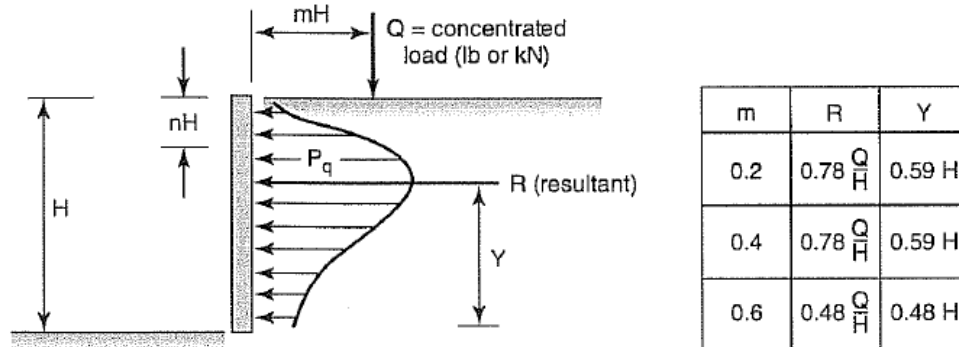


Figure 16-27 Pressure distribution against vertical wall resulting from point load, Q.

AREAL LOAD:

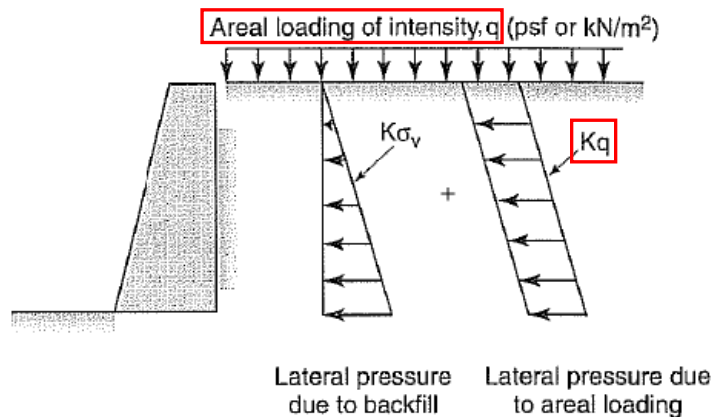
Figure 16-26 Influence of areal loading on wall pressures.

use $K=0.4$ for active condition (i.e. top of wall allowed to deflect laterally)

use $K=0.9$ for at-rest condition (i.e. top of wall not allowed to deflect laterally)

Resultant, $R = K * q * H$

Where H = wall height (feet)



Source of Figures: McCarthy, D.F., 1998, "Essentials of Soil Mechanics and foundations, Basic Geotechnics, Fifth Edition."



Earth
Engineers,
Inc.

57-Acres of the Mills Family Property
Parcels 5 and 6
North Shore of Lacamas Lake
Camas, Clark County, Washington

Report No.
19-033-1

May 28, 2019

Kimbal Logan

From: Eva Hulse <eva@AINW.COM>
Sent: Friday, June 7, 2019 11:46 AM
To: Kimbal Logan
Subject: FW: Mills Remainder Parcels: Archaeology Summary
Attachments: Figure 1 Project Location.pdf; Figure 2 Shovel Tests.pdf; Table 1.pdf



Eva L. Hulse, Ph.D., R.P.A. | AINW Senior Geoarchaeologist
eva@ainw.com | C 971.645.1939

Archaeological Investigations Northwest, Inc.
 3510 NE 122nd Ave | Portland, OR 97230
 O 503.761.6605 ext. 219 | from Vanc. 360.696.7473 | ainw.com

From: Eva Hulse
Sent: Thursday, March 14, 2019 10:50 AM
To: 'Kimbal Logan'; 'Mark Martel (karenmartel@comcast.net)'
Cc: Jo Reese; Kristen Fuld
Subject: Mills Remainder Parcels: Archaeology Summary

Kimbal and Mark,

Archaeological fieldwork for the Mills Remainder Parcels was conducted on March 11 through 13, 2019 by AINW archaeologists Lea Loiselle, B.A., Colin Skinner, B.S., and Vernon J. Veysey, B.A., and directed by AINW Supervising Archaeologist Kristen A. Fuld, M.A., R.P.A. The field crew conducted a pedestrian survey of the property and excavated 19 shovel tests (Table 1; Figures 1 and 2).

During the pedestrian survey, AINW archaeologists walked meandering transects that were roughly oriented north-south and east-west, at 15-to-20-meter (50-to-65-foot) intervals. Mineral soil visibility was low, less than 10%. No evidence of an archaeological site was found during the pedestrian survey.

Nineteen 30-centimeter (cm) (12-inch [in]) diameter shovel tests were excavated (Table 1; Figure 1). Sediments from the shovel tests were manually screened through nested 6.4- and 3.2-millimeter (¼- and ⅛-in) mesh hardware cloth. The shovel tests were backfilled upon completion, and were mapped using a Trimble Geo 7X Global Positioning System unit. Soils were shallow and rocky. Soils generally consisted of a surface layer of organic-rich very dark brown sandy silt that was about 15 cm (6 in) thick overlaying brown fine-grained silty sand. Basalt gravels were abundant, representing weathered bedrock. Basalt bedrock was encountered in seven of the shovel tests, between depths of 12 and 31 cm (5 and 12 in) below the surface (Table 1). No evidence of an archaeological site was found during shovel testing.

AINW recommends that a predetermination report will be needed by the City of Camas for development review. The results of this study can be integrated into the predetermination report. Further archaeological fieldwork (e.g. a survey-level study) would not be needed, because an archaeological resource is not likely to be present.

Eva Hulse, Ph.D., R.P.A. || Senior Geoarchaeologist
Archaeological Investigations Northwest, Inc. (AINW)
 3510 NE 122nd Avenue, Portland, Oregon 97230

P 503-761-6605 || from Vancouver 696-7473 || F 503-761-6620
Cell 971-645-1939 || email: eva@ainw.com || www.ainw.com

From: Eva Hulse
Sent: Wednesday, March 13, 2019 4:39 PM
To: 'Kimbal Logan'
Cc: 'Mark Martel (karenmartel@comcast.net)'; Jo Reese; Kristen Fuld
Subject: Mills Remainder Parcels: Archaeology update

Kimbal and Mark,

AINW has completed the field study of the Mills Remainder Parcels. We'll send our full summary once the map is ready for you tomorrow. Long story short: we did not find an archaeological site.

Eva Hulse, Ph.D., R.P.A. || Senior Geoarchaeologist
Archaeological Investigations Northwest, Inc. (AINW)
3510 NE 122nd Avenue, Portland, Oregon 97230
P 503-761-6605 || from Vancouver 696-7473 || F 503-761-6620
Cell 971-645-1939 || email: eva@ainw.com || www.ainw.com

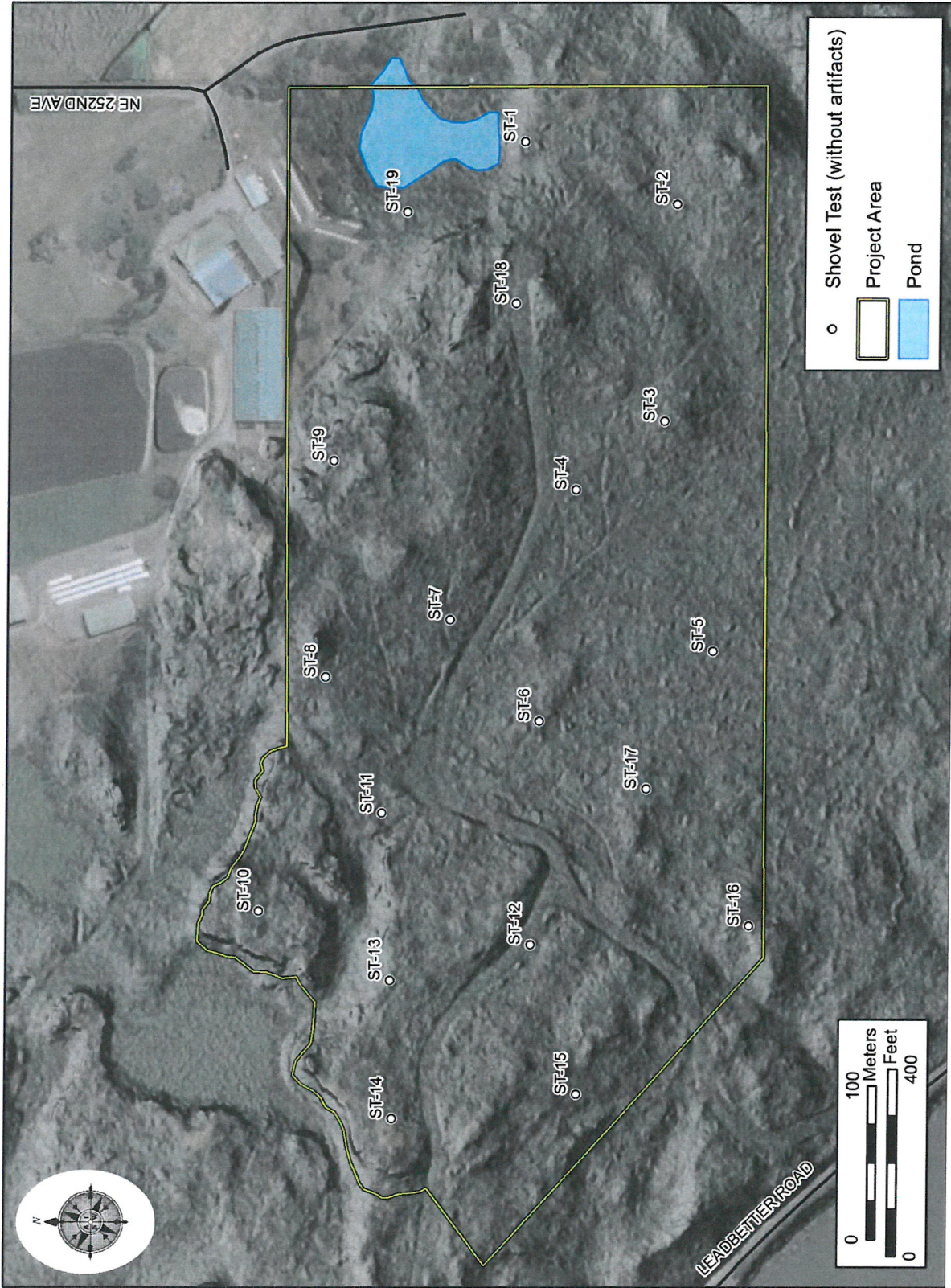


Figure 1. Aerial overview of the surveyed parcels showing the locations of shovel tests. The aerial imagery is enhanced with 2017 LiDAR elevation data courtesy of the Washington Department of Natural Resources.

TABLE 1
RESULTS OF SHOVEL TESTS

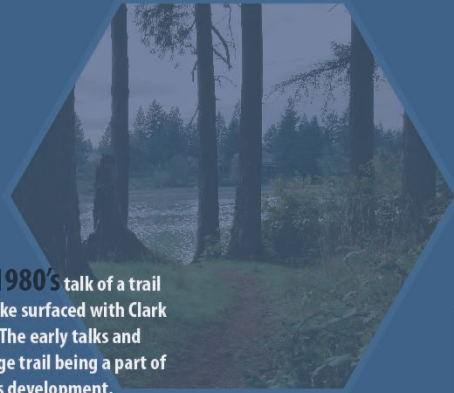
Shovel Test No.	Depth of Excavation (centimeters below surface)	Results
ST-1	50	No Artifacts
ST-2	50	No Artifacts
ST-3	51	No Artifacts
ST-4	51	No Artifacts
ST-5	50	No Artifacts
ST-6	50	No Artifacts
ST-7	53	No Artifacts
ST-8	31*	No Artifacts
ST-9	31*	No Artifacts
ST-10	15*	No Artifacts
ST-11	50	No Artifacts
ST-12	54	No Artifacts
ST-13	16*	No Artifacts
ST-14	12*	No Artifacts
ST-15	50	No Artifacts
ST-16	23*	No Artifacts
ST-17	15*	No Artifacts
ST-18	50	No Artifacts
ST-19	55	No Artifacts

*Shovel test encountered basalt bedrock and was terminated.

LEGACY LANDS MASTER PLAN

A Vision for Conservation and Recreation





In the early 1980's talk of a trail around Lacamas Lake surfaced with Clark County parks staff. The early talks and vision led to heritage trail being a part of the Lacamas Shores development.



2018 to present - Camas has acquired 71 acres in the north shore area (Legacy Lands project)

2018 - Camas receives \$2.6 million to acquire property on the north shore



2008-2012 - First North Shore Acquisition Grant was received (\$783,390) for 72 acres on Lacamas Lake

2018 - Camas Strategic Plan was developed and list the protecting the backdrop of Lacamas Lake on the north shore as a key objective

2007 – Parks, Recreation, and, Open Space Comprehensive Plan takes a look at the north shore that was outside city limits at the time

2019 – Legacy Lands Master Plan Begins

2007 – City Annexes north shore area

2014 - Parks, Recreation, and Open Space Comprehensive Plan incorporates north shore land

2016 – North Shore Lacamas Lake Vision for Recreation and Conservation Plan was developed in partnership with Columbia Land Trust



2001-Lacamas Corridor Master Plan was developed. Envisioned Parks, Recreation, and Open Space opportunities from Lacamas Creek to the mouth of the Washougal River.

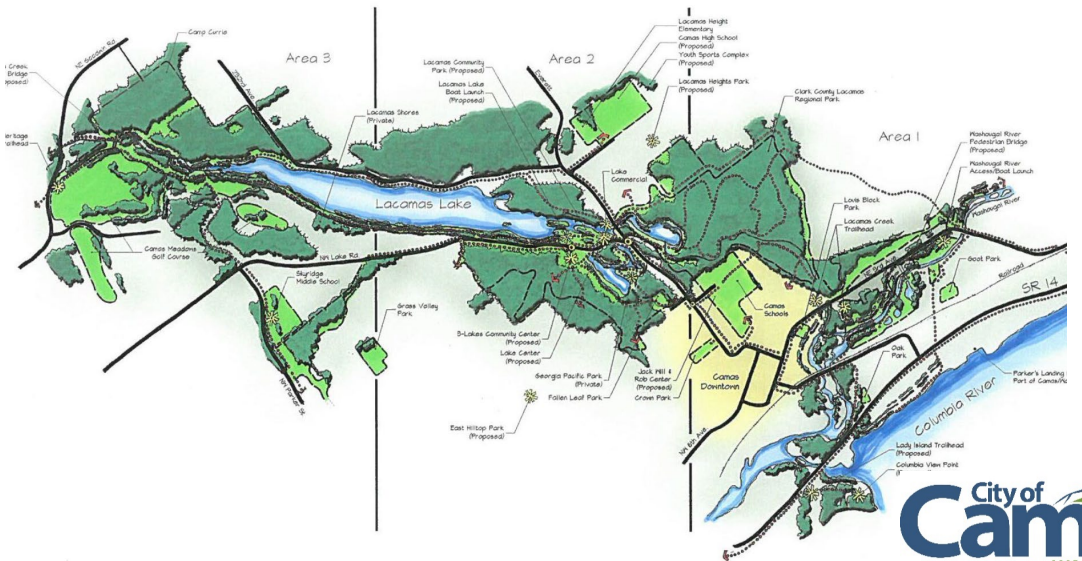
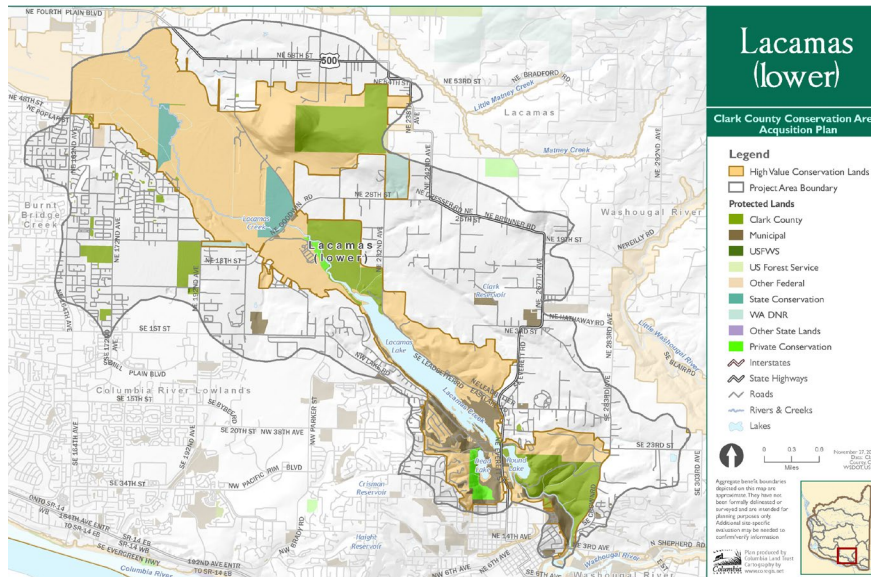
2014 - Clark County Conservation Areas Acquisition Plan list north shore as priority project



Planning Documents and Support Materials

- Lacamas Corridor Master Plan
- City of Camas Capital Facilities Plan
- Camas Parks, Recreation, and Open Space Comprehensive Plan
- Clark County Conservation Areas Acquisition Plan
- 2018-2020 City of Camas Strategic Plan
- North Shore Lacamas Lake Vision Plan

3

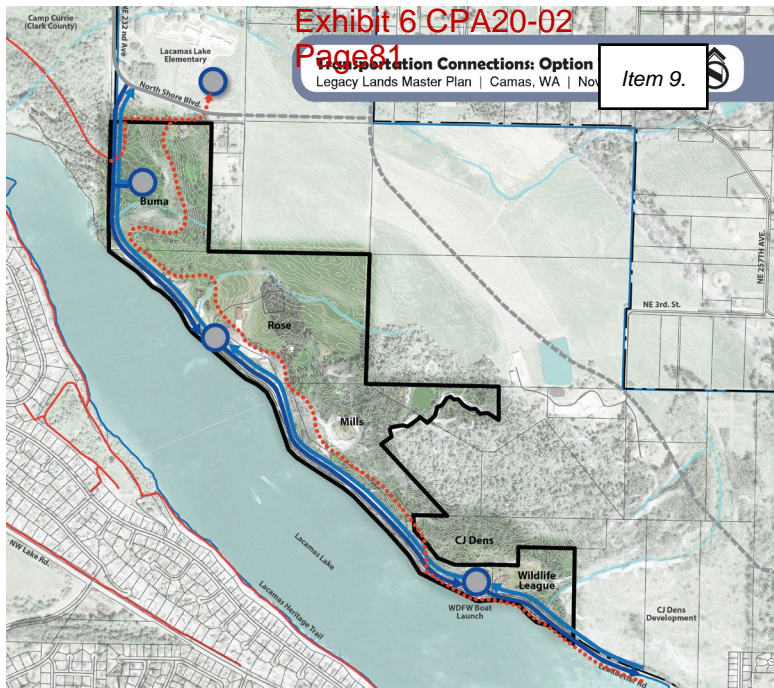
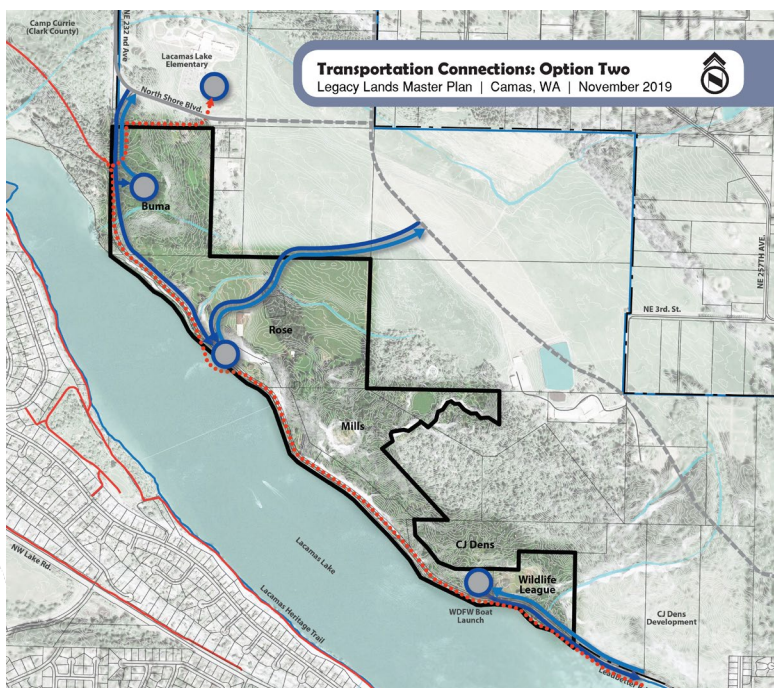
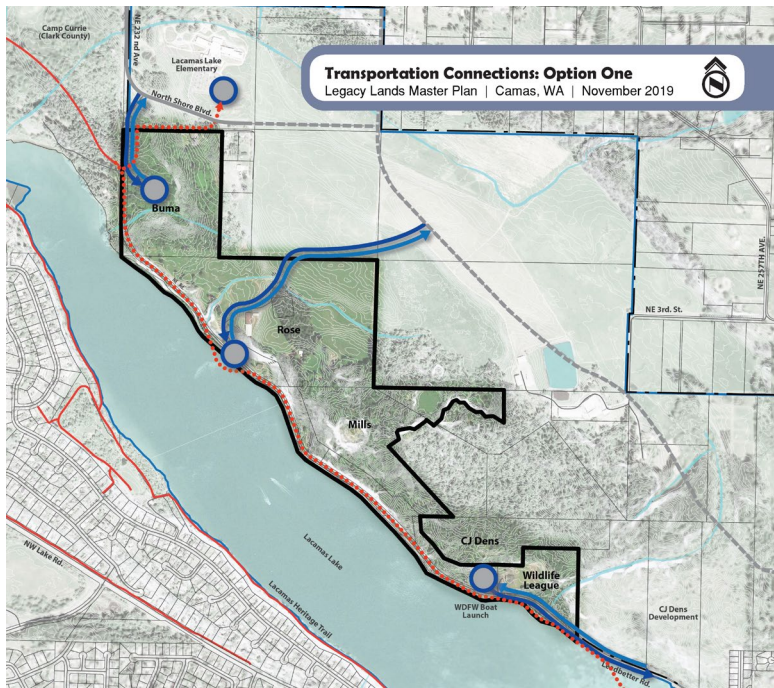


Legacy Lands Master Plan: Guiding Principles

- Accommodate Recreational Trails and Promote Bicycle and Pedestrian Connectivity.
- Connect to the Planned Regional Trail Network.
- Provide Access and Facilities for Active Recreational Uses.
- Preserve and Restore High Quality Native Habitats.
- Preserve the Visual Quality and Key Landmarks along the North Shore of Lacamas Lake.

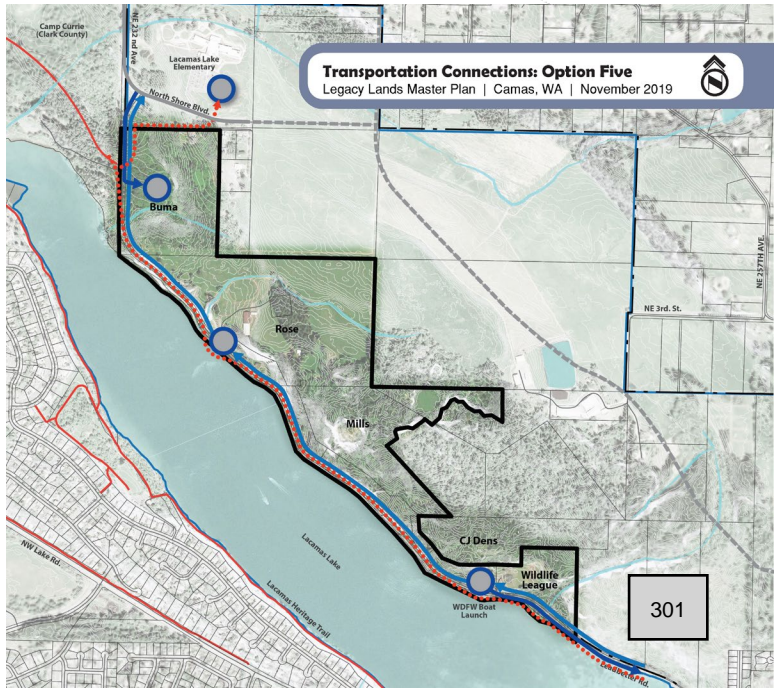
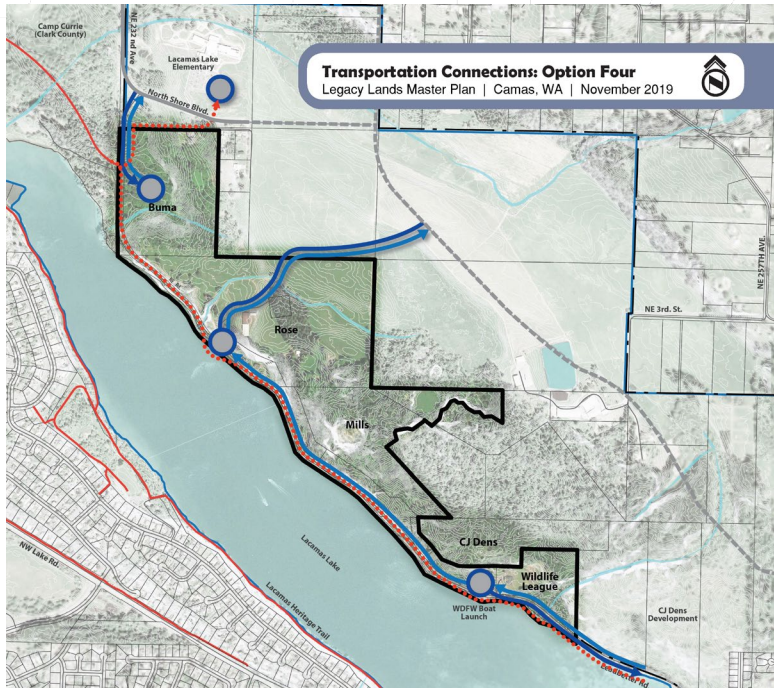
4





Transportation Connections

- Northbound Lane
- Southbound Lane
- Proposed Trail
- Existing Trail
- Future Transportation
- Parking/Trailheads



What we heard.

— Leadbetter Road:

- *Preference is to close Leadbetter Road to vehicle traffic*
- *Might need short-term or one-way access (TBD)*
- *Maintain access to shoreline and boat launch areas*
- *Leadbetter Road transfers into Multi-use Trail*

— Future Development Connection:

- *What does the infrastructure look like for new development?*
- *Transportation Plan - in process*
- *Subarea Plan - in process*

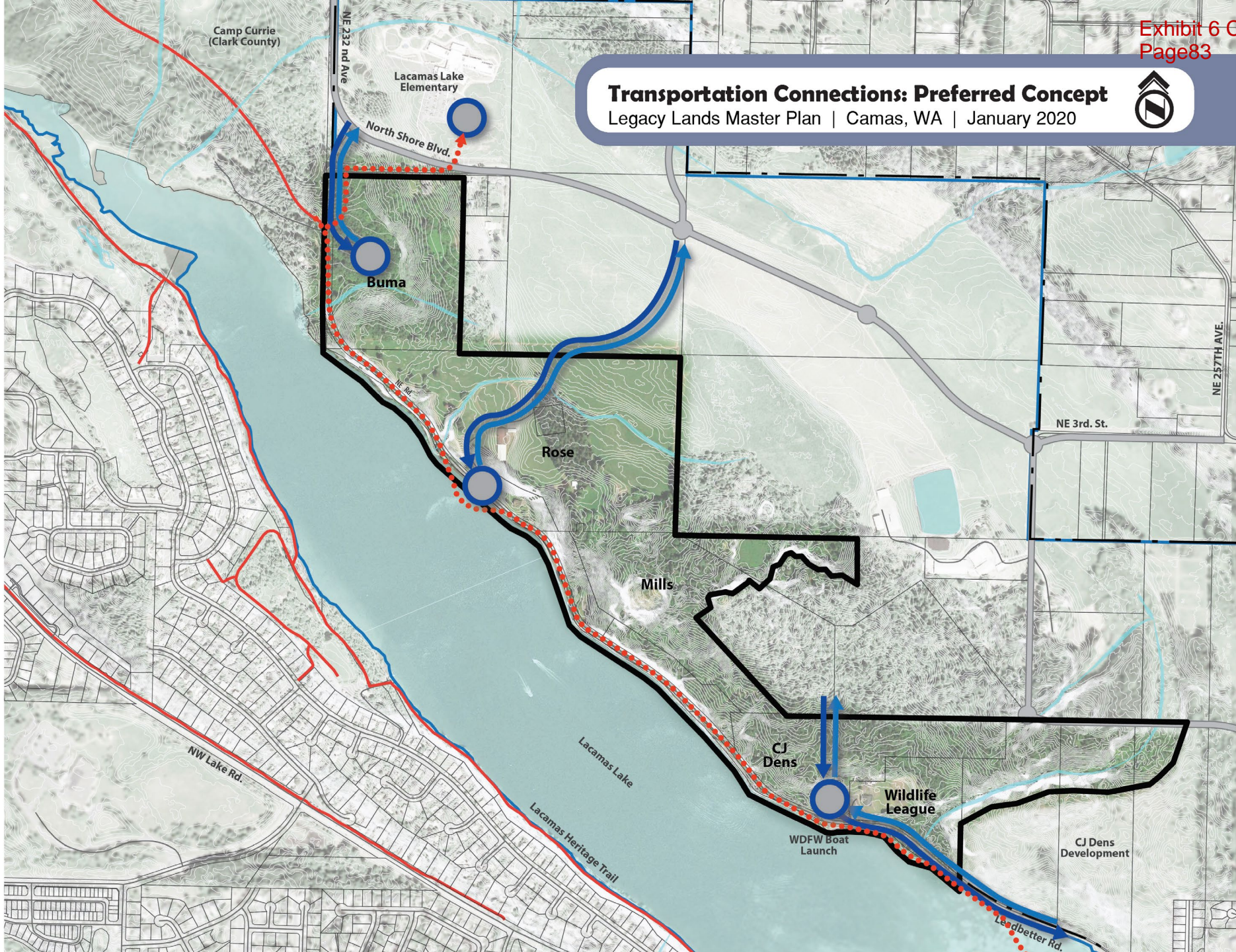


Transportation Connections: Preferred Concept

Legacy Lands Master Plan | Camas, WA | January 2020



- Northbound Lane
- Southbound Lane
- Proposed Trail
- Existing Trail
- Future Transportation
- Parking/Trailheads





Transportation Section
Legacy Lands Master Plan | Camas, WA | January 2020

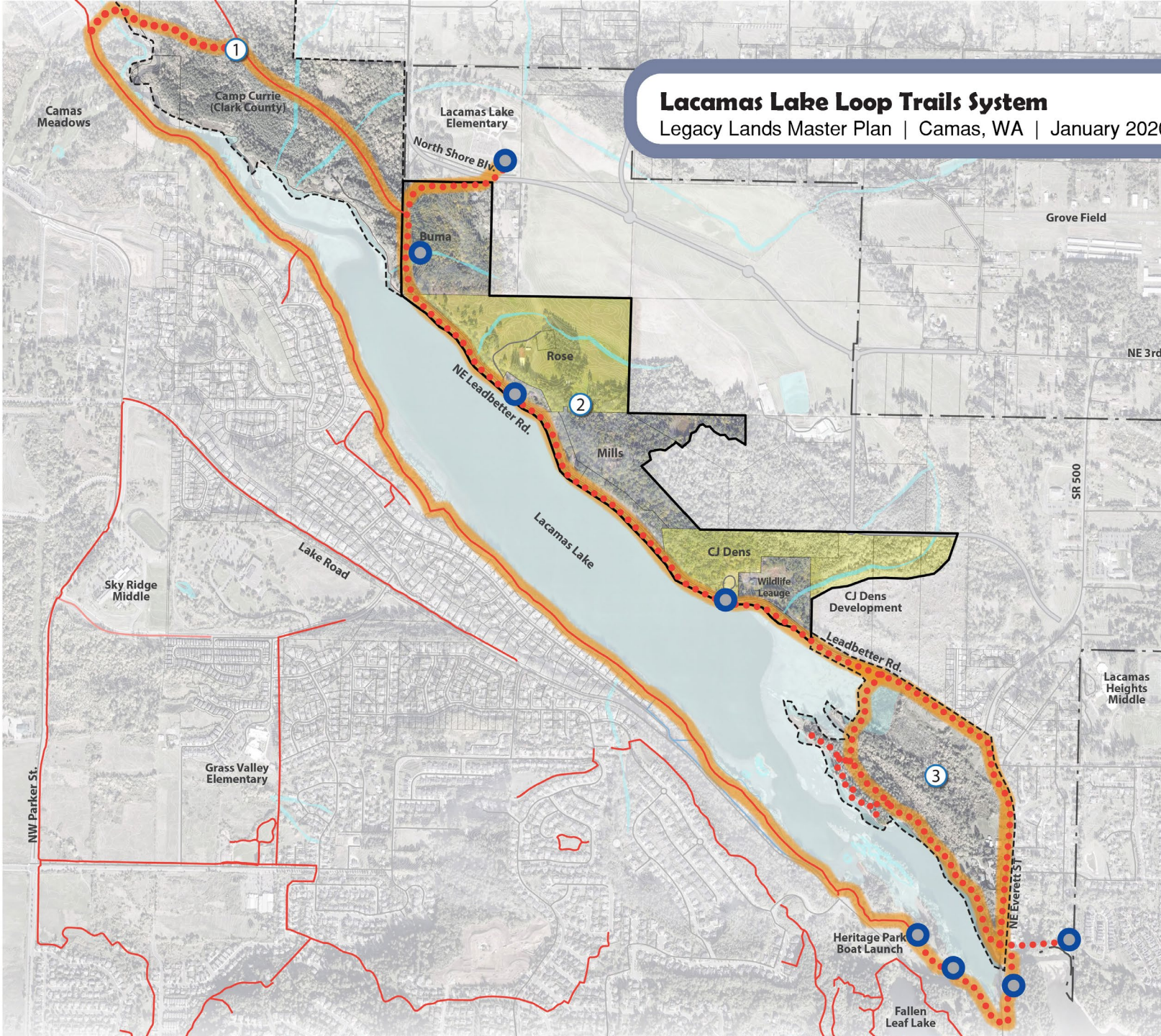




Trail & Water Connections

9

- Legacy Lands
- Ownership in Discussion
- Expanded Study Area
- Subarea Boundary
- Existing Trails
- Proposed Trails
- Future Transportation
- Trailhead
- ① West End Loop
- ② Legacy Lands Trails
- ③ East End Loop



Lacamas Lake Loop Trails System

Legacy Lands Master Plan | Camas, WA | January 2020



Item 9.



What we heard.

— Trail Connection:

- *Multi-use trails for recreation and commuting*
- *Variety of trail experience – wide multi-use vs. narrow rustic*
- *Maintain the natural, primitive setting and experience*
- *Consider cost and maintenance requirements: paved, gravel, natural*
- *Trails with a natural meandering, curvy theme with varies elevations*
- *Give people options to connect to different trails, creating loops rather than out-and-backs*
- *Spread out users to keep a more secluded feel*

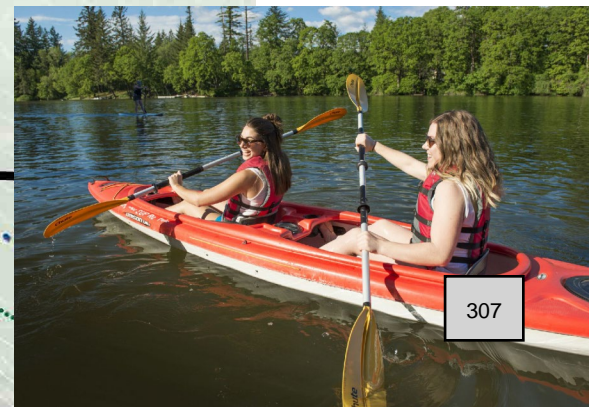
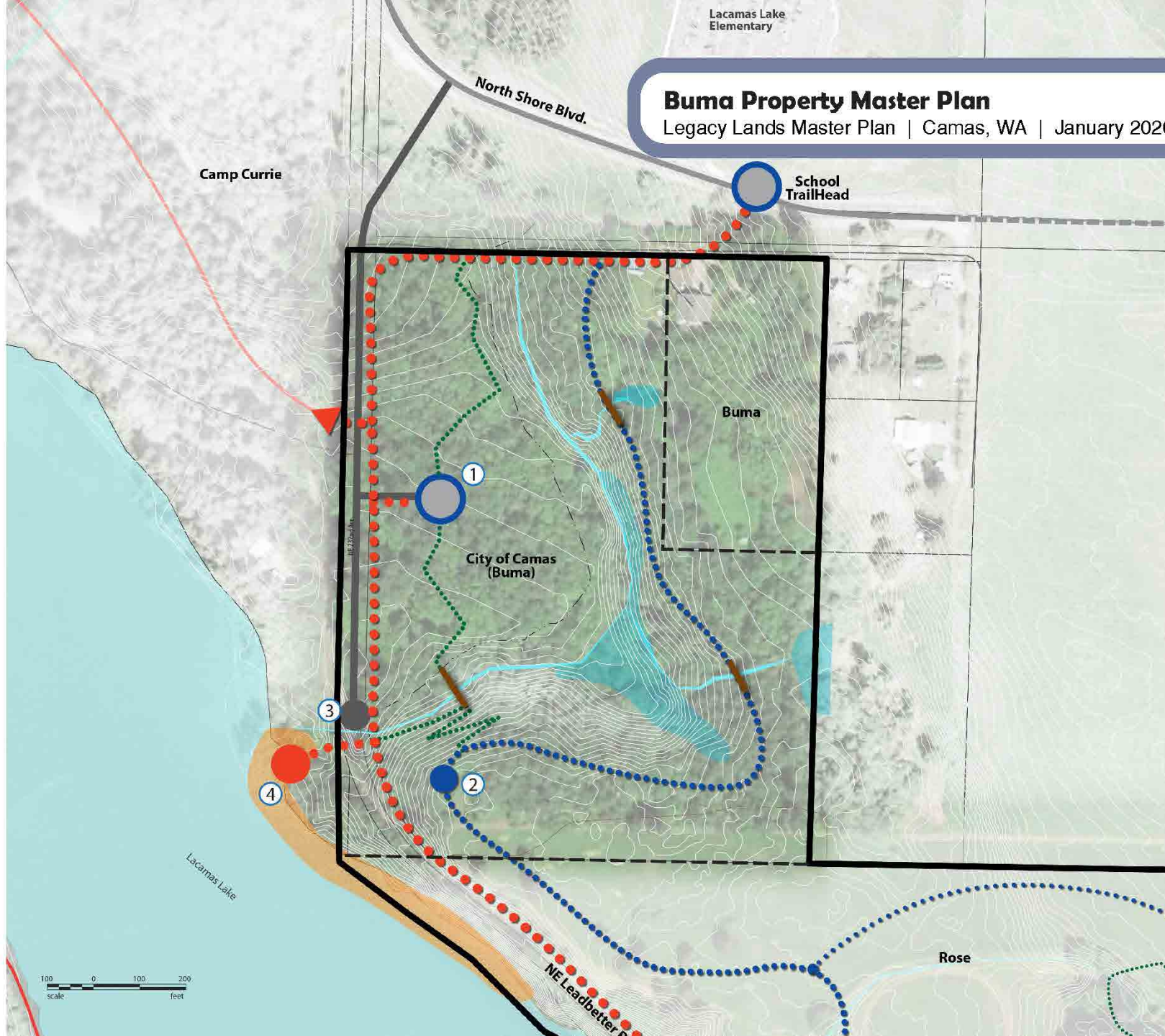
— Water Connection:

- *Provide a paddling launch and water access near Camp Currie*
- *Improve the WDFW boat launch –motorized, paddle launch, and water access*
- *Recommend: Round Lake paddling launch site off 35th Ave*
- *Maximize parking to north side of the lake*
- *Increased and Improved access to the shoreline*



Buma Property Master Plan

Legacy Lands Master Plan | Camas, WA | January 2020



11

- Legacy Lands
- Waterfront Trail
- Ridge Line Trail
- Hiking/Biking Trail
- Existing Trail
- Future Transportation
- Wetlands
- Buffer
- Boardwalk
- Trailhead
- Viewpoint
- Kayak Drop-off
- Water Access





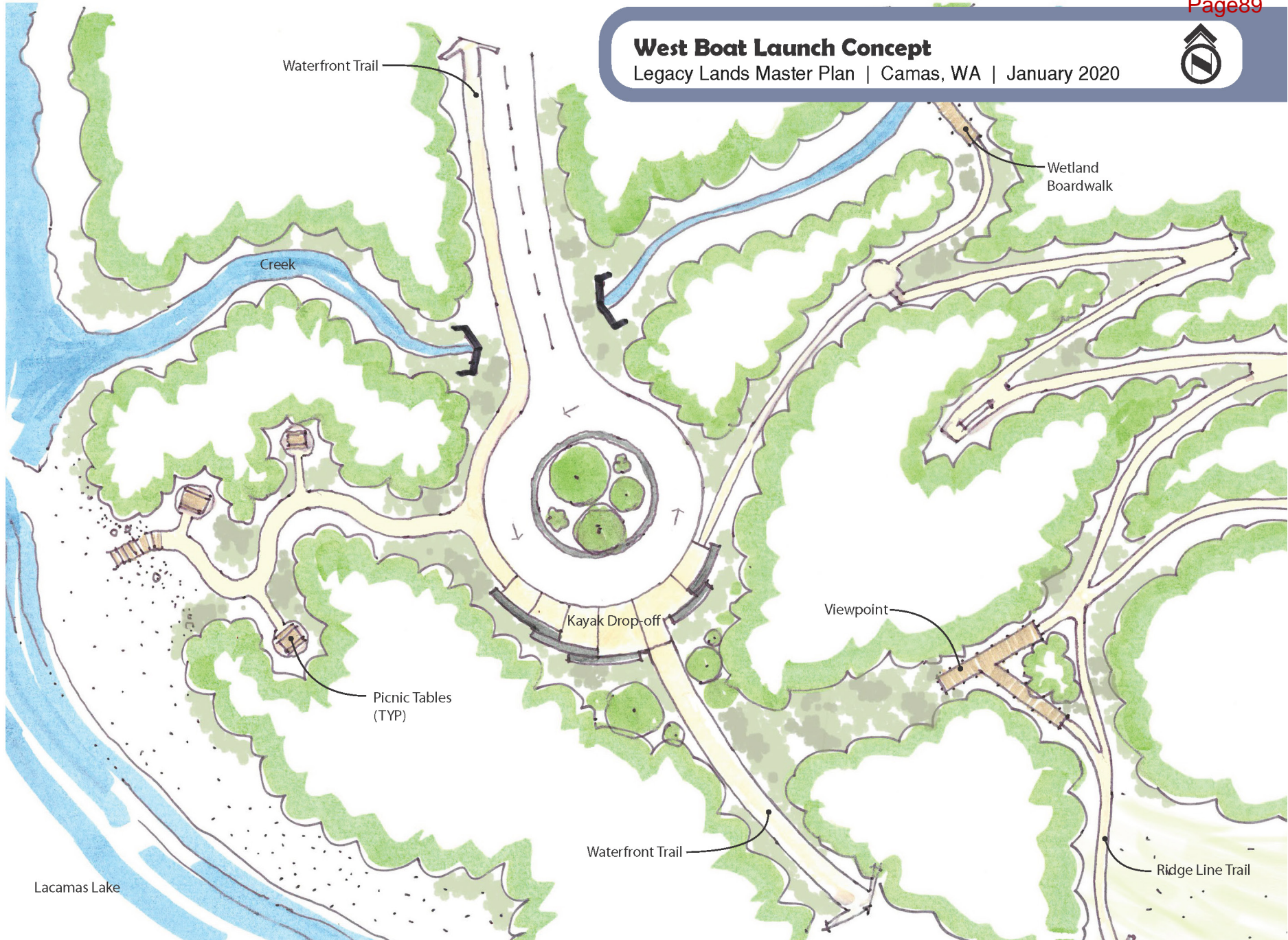
West Trailhead Concept

Legacy Lands Master Plan | Camas, WA | January 2020



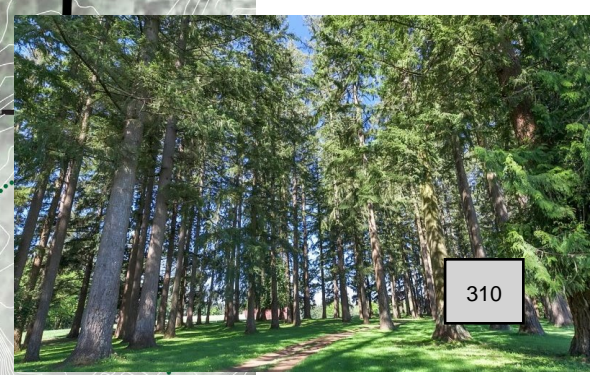
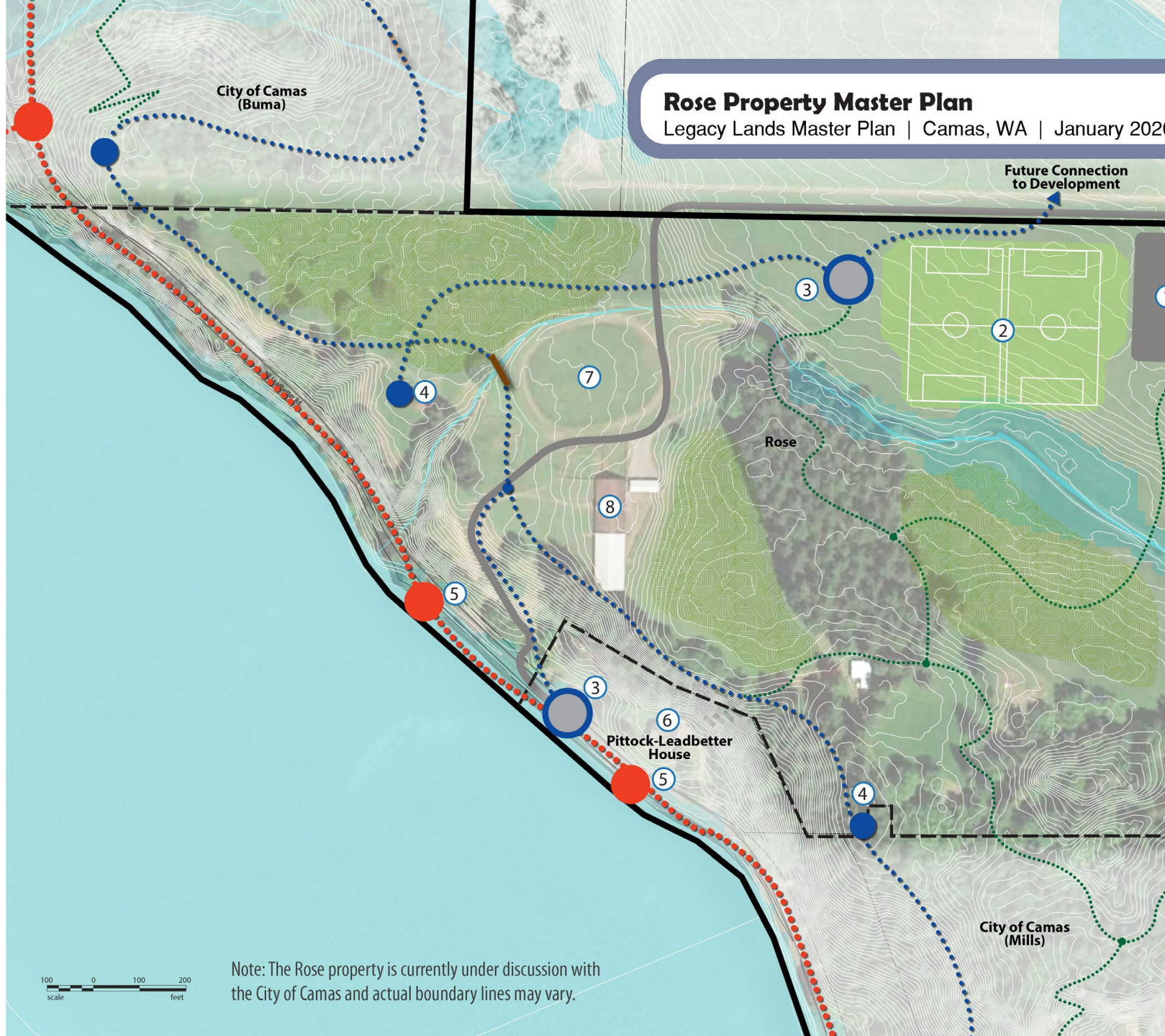


West Boat Launch Concept
Legacy Lands Master Plan | Camas, WA | January 2020



Rose Property Master Plan

Legacy Lands Master Plan | Camas, WA | January 2020



14

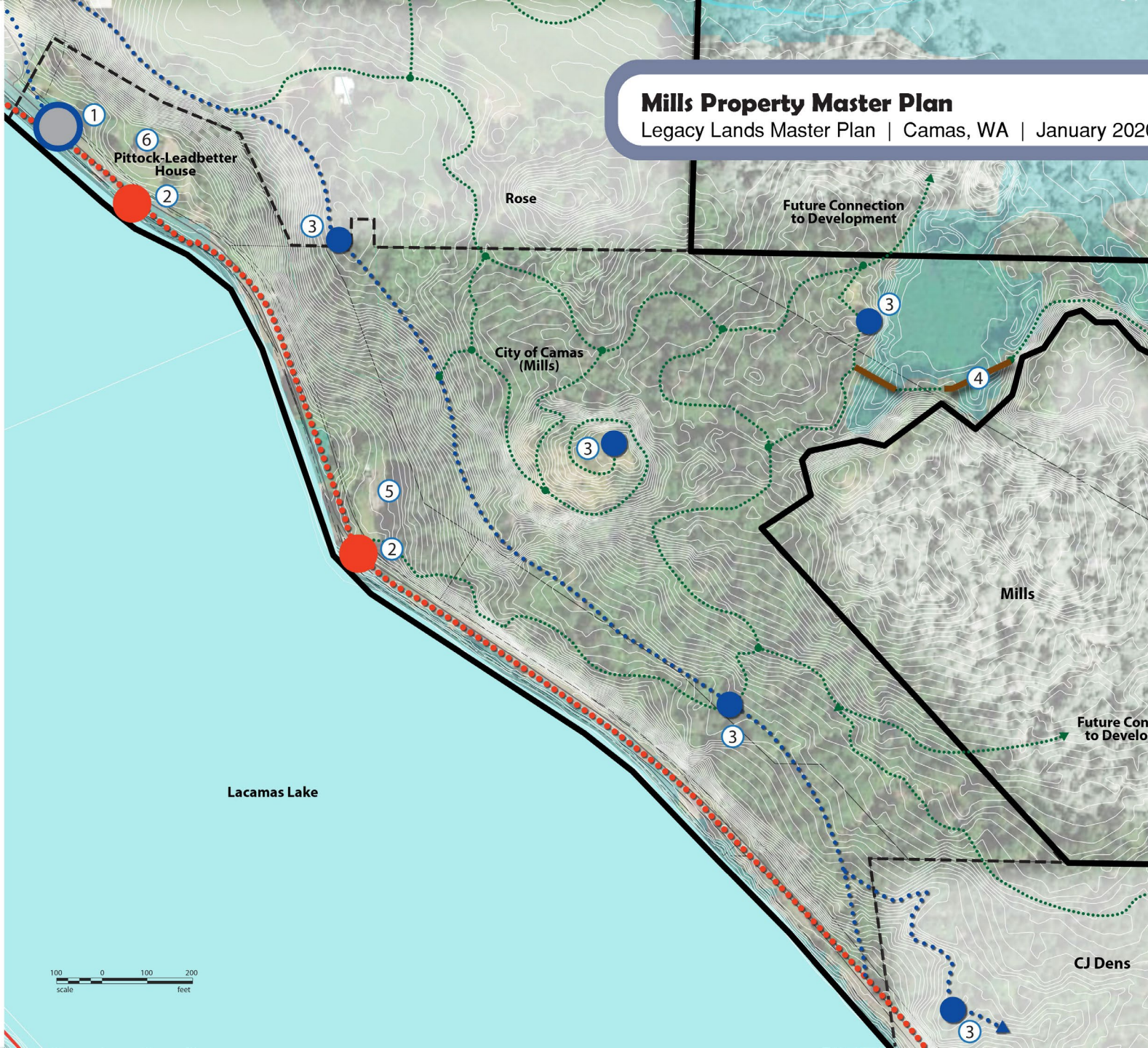
- Legacy Lands
- Water Front Trail
- Ridge Line Trail
- Hiking Biking Trail
- Wetlands
- Boardwalk
- Parking
- Multi Sport Fields
- Trailhead
- Viewpoint
- Water Access
- Event Space
- Retain Riding Facilities
- Re-Purpose Building

Note: The Rose property is currently under discussion with the City of Camas and actual boundary lines may vary.



Mills Property Master Plan

Legacy Lands Master Plan | Camas, WA | January 2020



15

- Legacy Lands
- Waterfront Trail
- Ridge Line Trail
- Hiking/Biking Trails
- Boardwalk
- Wetlands
- Trailhead
- Water Access
- Viewpoint
- Wetland Trail
- Re-purpose Building
- Event Space

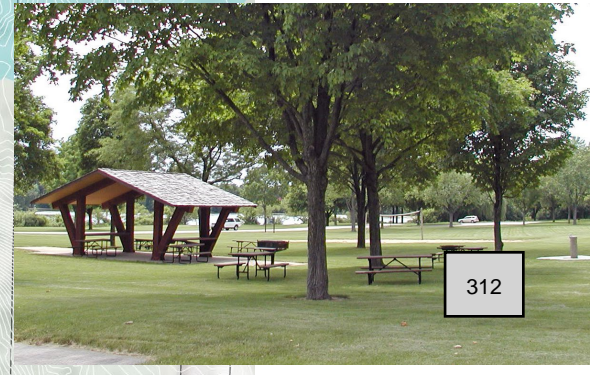


311



CJ Dens/Wildlife League Master Plan

Legacy Lands Master Plan | Camas, WA | January 2020



16

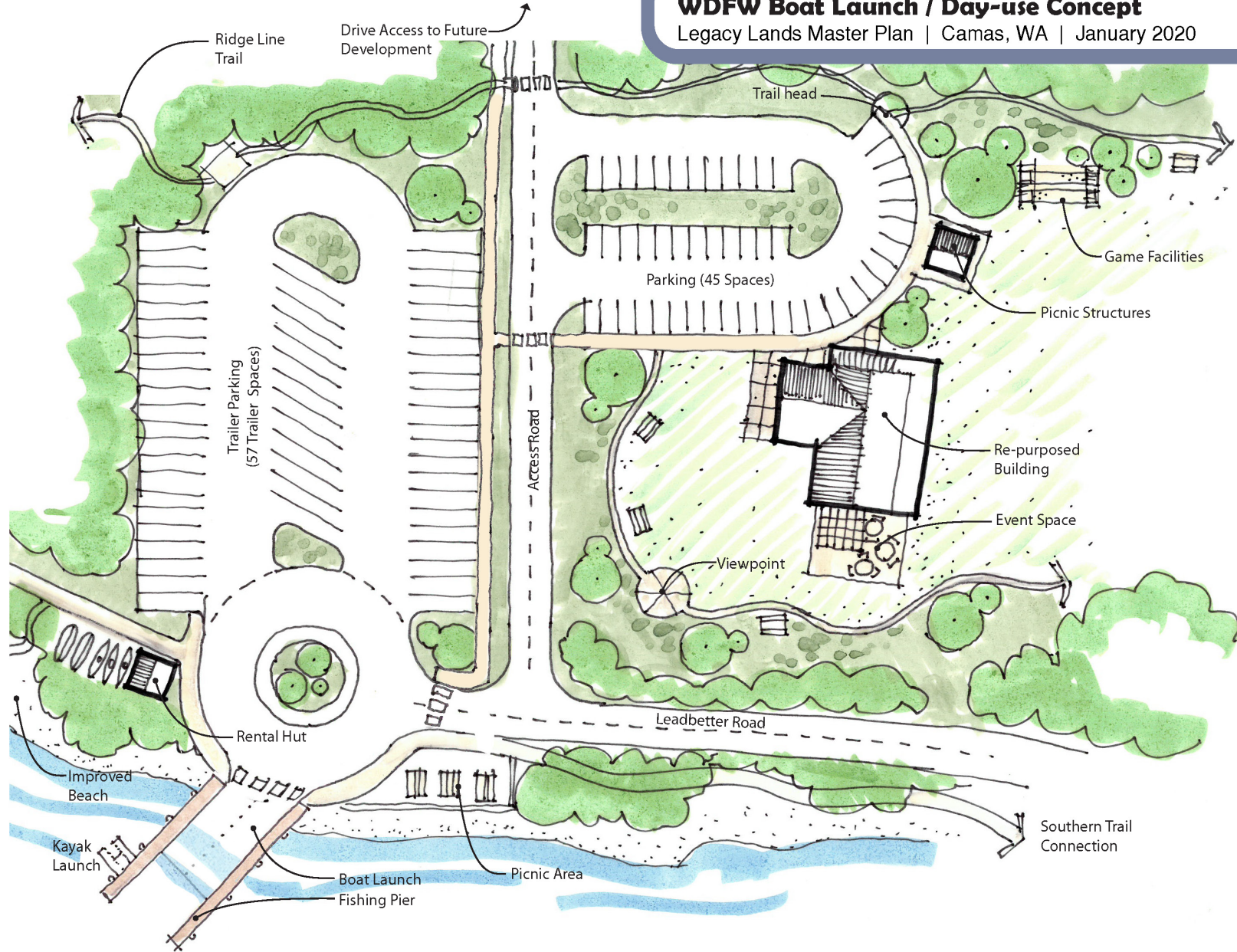
- Legacy Lands
- Waterfront Trail
- Ridge Line Trail
- Hiking/Biking Trails
- Wetlands
- Viewpoints
- Water Access
- Boat Launch
- Trailhead
- Day-use Area



Note: The CJ Dens property is currently under discussion with the City of Camas and actual boundary lines may vary.

WDFW Boat Launch / Day-use Concept

Legacy Lands Master Plan | Camas, WA | January 2020



Next Steps

- Parks Commission Presentation – Jan. 16th, 2020
- North Shore Subarea Plan Visioning – Feb. 4th, 2020
- Incorporate into Subarea Plan
- Finalize coordination with property owners
- Partnerships and Funding

18





PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

This **AGREEMENT OF PURCHASE AND SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS** (the "Agreement") is made and entered into effective as of December ^{11/30/2018} 2018 (the "Effective Date"), by and between The Mills Family LLC ("Seller"), and The City of Camas, Washington ("Buyer") with reference to the following facts:



RECITALS:

- A. Seller is the owner of that certain real property located in the City of Camas (the " City"), County of Clark (the " County"), State of Washington, consisting of the following five Tax Lots:
 - Tax Lot #38, Section 27, Township 2 North, Range 3 East, Willamette Meridian, also described as Property Identification Number (PIN) 175720000 containing approximately 3.02 acres and containing the approximate approximately 3,864 square foot Leadbetter House plus an approximate 1,152 square foot unfinished basement plus an approximate 1,800 square foot general purpose building, plus a storage shed and gazebo, hereinafter Tax Lot #38.
 - Tax Lot #27, Section 34, Township 2 North, Range 3 East, Willamette Meridian, also described as Property Identification Number (PIN) 177903000 containing approximately 3.96 acres and containing the approximate approximately 1,867 square foot Pomaria House plus an approximate 495 square foot detached garage, hereinafter Tax Lot #27 shall:
 - Tax Lot #7, Section 34, Township 2 North, Range 3 East, Willamette Meridian, also described as Property Identification Number (PIN) 177884000 containing approximately 35.7 acres, hereinafter Tax Lot #7.
 - Tax Lot #8, Section 34, Township 2 North, Range 3 East, Willamette Meridian, also described as Property Identification Number (PIN) 177885000 containing approximately 21.02 acres, hereinafter Tax Lot #8.
 - Tax Lot #28, Section 34, Township 2 North, Range 3 East, Willamette Meridian, also described as Property Identification Number (PIN) 177904000 containing approximately 26.46 acres, hereinafter Tax Lot #28.
- B. It is the intention of the Buyer and Seller to have the Buyer buy from Seller Tax Lot 38, Tax Lot 27, the portion of Tax Lot 7 designated as Public Property in Exhibit B to this Agreement, and the portion of Tax Lot 28 designated as Public Property in said Exhibit B, hereinafter "properties".
- C. The purpose of this Agreement is to set forth the terms and conditions agreed upon between Seller and Buyer with respect to the purchase and sale of the properties.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Survey Completion.** In order to create the legal lots of correct size to correspond as closely as possible to the lot lines depicted in Exhibit B, Seller shall hire a licensed surveyor to complete a

survey of the different properties to help create the parcels as depicted. The survey shall be completed to allow timely closing. The costs of the survey work and other special professional services to complete the survey and record the adjusted lots shall be shared by Buyer and Seller equally.

2. **Purchase and Sale.** Subject to the terms and conditions set forth in this Agreement, Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, the properties.

2.1. **Purchase Price.** The purchase price shall be Two Million Five Hundred Thousand Dollars (\$2,500,000).

2.2. **Payment.** The Purchase Price shall be payable as follows:

2.2.1. **Earnest Money Deposit.** Concurrently with the "Opening of Escrow" (as that term is defined below), Buyer shall deposit with "Escrow Holder" (as that term is defined below), in immediately available funds, the amount of Twenty Five Thousand Dollars (\$25,000) (the "Earnest Money Deposit"), which shall be held in an interest bearing account, with interest accruing thereon becoming a part of the Earnest Money Deposit for all purposes hereunder. The Earnest Deposit shall be held by Escrow in accordance with the following instructions: (i) The Deposit shall be considered earnest money and shall be fully refundable to Buyer during the Feasibility Period, as that term is defined in Section 4.1.1 below (the "Earnest Money"); (ii) In the event that Buyer delivers the "Approval Notice," as that term is defined in Section 5.1.1 below, the Earnest Money Deposit shall be deemed non-refundable to Buyer and the Escrow Holder shall promptly release all such Earnest Money to Seller. The Earnest Money Deposit Earnest Money released to Seller hereunder shall be applicable as a credit toward the Purchase Price.

2.2.2. **Remaining Cash Payment.** On or before the Closing Date, Buyer shall deposit with Escrow Holder the full Purchase Price less the amount of the Initial Deposit (\$2,500,000 less \$25,000 or \$2,475,000), plus Buyer's share of the closing costs set forth in Section 5.6 below. All funds deposited in Escrow shall be disbursed by Escrow Holder in accordance with Section 6 below. For purposes of this Agreement, the amount required to be deposited by Buyer for the Closing pursuant to this Section 2.2.2 shall be referred to herein as the "Remaining Cash Payment".

3. **Opening of Escrow.** Concurrently with the mutual execution of this Agreement, Seller and Buyer shall open an escrow (the "Escrow") with First American Title Insurance Company at its Greenwood Drive Branch in Vancouver, WA ("Escrow Holder") with Shelby Cauffman as Escrow Officer, by delivering an executed copy of this Agreement to Escrow Holder. As used in this Agreement, the term "Opening of Escrow" shall mean the date on which a fully executed copy of this Agreement is delivered to Escrow Holder by Seller and Buyer, and Escrow Holder has received the Earnest Money Deposit. Upon receipt of the fully executed copy of this Agreement and the Earnest Money Deposit, Escrow Holder is hereby instructed to open the Escrow, to advise the parties of the date of the Opening of Escrow, to sign the last page of this Agreement, and to deliver a signed copy of the last page of this Agreement to both Seller and Buyer. This Agreement shall constitute escrow instructions to Escrow Holder, together with Escrow Holder's general provisions. If there is any

DS
JM

DS
MM

conflict between the provisions of this Agreement and Escrow Holder's general provisions, the provisions of this Agreement shall control.

4. **CONDITION OF TITLE:**

- 4.1. **Preliminary Title Report.** On or before the end of the Feasibility Period, Buyer shall have approved those covenants, conditions, restrictions, rights of way, easements, reservations and other matters of record, as disclosed in the Preliminary Title Report for the Property to be issued by Escrow Holder (the "Title Company"), promptly following the Effective Date, together with copies of the documents of record evidencing such title exceptions and plotted easements (collectively, the "Title Report"). In the event Buyer objects to or disapproves any exceptions in the Title Report, Buyer shall deliver written notice to Seller of Buyer's objections ("Buyer's Notice") prior to the expiration of the Feasibility Period. Seller shall have five (5) business days from receipt of Buyer's Notice to either (i) cure or agree to cure at or prior to the Closing Buyer's objection(s), or (ii) elect not to cure such objection(s). In the event Seller elects not to cure any of Buyer's objections or fails to respond to Buyer's Notice within such five (5) business day period (which shall be deemed Seller's election not to cure any of Buyer's objections other than monetary encumbrances, as provided below), Buyer shall have five (5) business days thereafter to either: (a) waive such objection(s), or (b) cancel the escrow and terminate this Agreement. In the event of the termination of this Agreement pursuant to the foregoing, Escrow Holder shall promptly disburse any amount remaining in the Due Diligence Fund to Seller, return the Earnest Money to Buyer, and neither party shall have any further rights, duties or obligations under this Agreement, except those that by their express terms survive the termination of this Agreement. The exceptions to title that Buyer approves or is deemed to have approved shall be referred to as "Permitted Title Exceptions;" provided, however, that the Permitted Title Exceptions shall not include, and Seller shall remove at or before the Closing, and shall cause the Property to be delivered free and clear of, any deeds of trusts, mortgages, delinquent taxes and assessments, mechanics' liens and/or any other monetary liens encumbering the Property, and Buyer need not object thereto.
- 4.2. **Buyer's Investigation.** During the term of the Escrow, Buyer shall have the right, at Buyer's sole expense, to conduct such independent investigations as Buyer deems necessary or appropriate concerning the condition, use, sale, development or suitability of the Property for Buyer's intended purposes.
- 4.3. **Right to Enter.** Seller hereby grants to Buyer, and its agents, employees, contractors and consultants, the right to enter upon the Property during the term of the Escrow for the purpose of conducting feasibility studies and physical examinations of the Property at Buyer's sole cost and expense, including environmental testing and soils and geotechnical analyses and tests. Buyer hereby agrees to indemnify, protect, defend and hold Seller and the Property free and harmless from and against any and all loss, cost, liability or expense (including reasonable attorneys' fees) to the extent caused by or arising from such entry by Buyer, its agents, employees, contractors or consultants, upon the Property, and from all mechanic's, material men's and other liens resulting from any such entry; provided that such obligations of Buyer will not apply to the extent any loss, cost, liability or expense (i) is caused by the negligence or intentional misconduct of Seller or its agents, employees, contractors or

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consultants, or (ii) relates to preexisting conditions, including any environmental conditions, affecting the Property that were merely discovered and not exacerbated by Buyer or its agents, employees, contractors or consultants. Buyer shall promptly repair any damage to the Property caused by Buyer, its agents, employees, contractors, or consultants, reasonable wear and tear excepted.

4.4. "As-Is" Sale. Except for Seller's covenants, representations, warranties and other obligations set forth in this Agreement, Buyer acknowledges and agrees that, in the event Buyer acquires the Property, Buyer is acquiring the Property in its "AS IS" condition.

5. CONDITIONS:



5.1. **Conditions for the Benefit of Buyer.** Buyer's obligation to acquire the Property and the Closing of each parcel, shall be conditional and contingent upon the satisfaction, or waiver by Buyer, as and when required below, of each of the following conditions (collectively, the "Buyer Conditions"):

5.1.1. **Feasibility Review.** On or before the date that is forty-five (45) days following the Effective Date or January 15, 2019 whichever date is sooner (the "Feasibility Period"), Buyer shall have approved, in Buyer's sole and absolute discretion, the feasibility of Buyer's acquisition and development of the Property based on Buyer's inspection, review and analysis of the Property, the Property Documents and any other documents, materials, studies, reports, agreements, matters of record or otherwise that Buyer desires to review. In the event Buyer approves of its feasibility review of the Property, Buyer shall deliver written notice thereof to Seller and Escrow Holder prior to the expiration of the Feasibility Period (the "Approval Notice"). If Buyer has not delivered the Approval Notice prior to the expiration of the Feasibility Period, or in the event Buyer elects to terminate this Agreement prior to the expiration of the Feasibility Period by written notice of such termination to Seller, this Agreement shall automatically terminate, in which event the Earnest Money Deposit shall be returned to Buyer, and the parties shall have no further rights, duties or obligations under this Agreement, except those that by their express terms survive the termination of this Agreement. In the event Buyer delivers the Approval Notice on or prior to the expiration of the Feasibility Period, this Buyer Condition shall be deemed satisfied for the closing of the Property.

5.1.2. **Surveying and Short Platting of the Property.** The new Tax Lots to be purchased by the Buyer shall be created and recorded.

5.1.3. **Representations and Warranties.** On the Closing Date, the representations and warranties of Seller set forth in Article 7 below shall be true and correct in all material respects.

5.1.4. **No Default.** As of the applicable Closing, Seller shall not be in default under this Agreement.

Purchase and Sale Agreement

Mills to City of Camas

- 5.1.5. **Deliveries.** With respect to the Closing, Seller shall have delivered to Escrow Holder those documents and funds required to be delivered by Seller pursuant to Section 5.2 below.
 - 5.1.6. **Title Insurance.** Title Company shall be unconditionally committed to issue to Buyer, as of the applicable Closing, an ALTA Standard Owner's Policy of Title Insurance, with liability limits equal to the Purchase Price of the parcel(s) being purchased at such Closing, insuring fee title to such parcel(s) vested in Buyer, subject only to the " Permitted Title Exceptions" (the "Title Policy"). Notwithstanding the foregoing, Buyer shall have the right to obtain an ALTA Extended Owner's Policy of Title Insurance in lieu of the ALTA Standard Owner's Policy of Title Insurance, provided Buyer pays all excess costs in connection therewith and the obtaining of any survey necessary for the substitution of such title policy does not delay the applicable Closing Date.
 - 5.1.7. **Approval of Camas City Council.** Closing of this sale is subject to and contingent upon approval of this Agreement by the City of Camas City Council
 - 5.1.8. **Failure of Buyer Conditions.** If any of the Buyer Conditions with respect to the parcel(s) being purchased at a Closing has not been satisfied as of the applicable Closing Date, then Buyer shall have the right to (a) waive such Buyer Condition as a condition precedent to the Closing, which waiver must be by written notice to Seller and Escrow Holder prior to the Closing Date, or (b) terminate this Agreement and the Escrow by written notice of termination delivered to Seller and Escrow Holder. In the event of the termination of this Agreement by reason of the failure of any Buyer Condition, the Deposit shall be returned to Buyer, each party shall pay one- half of any escrow and title cancellation charges, and neither party shall have any further rights, duties or obligations under this Agreement.
- 5.2. **Conditions for the Benefit of Seller.** Seller's obligation to sell the Property and the Closing of each parcel, shall be conditional and contingent upon the satisfaction, or waiver by Seller, as and when required below, of each of the following conditions (collectively, the "Seller Conditions"):
- 5.2.1. **Leadbetter House and Pomaria House.** During the Feasibility Period, Buyer shall confirm to Seller that Buyer intends to use the Leadbetter Properties and the Pomaria Properties for public purposes that meet with the intentions of the Mills Family in selling the properties to a public entity like the Buyer, with the exception of short term residential tenancy at Buyer's discretion. Buyer shall also confirm to Seller that the Leadbetter House will retain the name Leadbetter House and that some type of memorial commemorating the history of the Mills Family and their ancestors and their role in creating and maintaining the property on the Lake will be dedicated on the Property. Use of the property by the City of Camas for retreats, rentals, and outdoor recreation are all uses acceptable to the Mills Family.
 - 5.2.2. **Modification of DA / Comp Plan and Zone Amendment.** At any point prior to or following closing, Seller may pursue modification of the existing Development Agreement by execution of all parties thereto for review and approval by the City,

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subject to the applicable procedural rules and regulations on the condition that in the event the Development Agreement with acceptable signatures is submitted to the City on or before March 1, 2019, the City will use best efforts to include consideration of comp plan zoning consistent with Exhibit B during the 2019 City of Camas annual comp plan review cycle. Should no final amended Development Agreement be recorded by July 15, 2019, the City shall have no further obligations associated with comp plan review for 2019. After closing of the sale herein, the City of Camas would consent to a modified Development Agreement being submitted for consideration and approval by City Council through the requisite public hearing process.

In the alternative, Seller and City agree to proceed in good faith and with best efforts to pursue related Comprehensive Plan amendments and Zoning Map changes during the City of Camas annual review cycle beginning January 2020, with the intent of best efforts to amend the comp plan and zoning consistent with Exhibit B within the same year and upon expiration of the existing Development Agreement.

- 5.2.3. **Failure of Seller Conditions.** If any of the Seller Conditions with respect to the parcel(s) being purchased at a Closing has not been satisfied as of the applicable Closing Date, then Seller shall have the right to (a) waive such Seller Condition as a condition precedent to the Closing, which waiver must be by written notice to Buyer and Escrow Holder prior to the Closing Date, or (b) terminate this Agreement and the Escrow by written notice of termination delivered to Buyer and Escrow Holder. In the event of the termination of this Agreement by reason of the failure of any Seller Condition, the Deposit shall be returned to Buyer, each party shall pay one-half of any escrow and title cancellation charges, and neither party shall have any further rights, duties or obligations under this Agreement.

6. CLOSE OF ESCROW:

- 6.1. **Date of Closing.** Buyer and Seller agree to close this transaction on or before 10 days from the date of Buyer's approval of its Feasibility Review in accordance with Section 4.2 above, but in no event shall any Closing occur after January 31, 2019 (the "Outside Closing Date"), unless the Outside Closing Date has been extended in a writing signed by both Buyer and Seller. In the event Buyer desires to proceed to Closing prior to the Outside Closing Date, Buyer shall provide written notice of such election to Seller and Escrow Holder identifying the Closing Date of such purchase, which Closing Date shall be no earlier than ten (10) days following delivery of such written notice.
- 6.2. **Deliveries by Seller to Escrow Holder.** With respect to each Closing, Seller hereby covenants and agrees to deliver to Escrow Holder, at least one (1) business day prior to the Closing Date applicable to such Closing, the following instruments and documents, the delivery of each of which shall be a condition to the applicable Close of Escrow for the benefit of Buyer:
- 6.2.1. **Grant Deed.** Seller's Statutory Warranty Deed for the parcel being purchased at such Closing (the "Deed") in the form as agreed to by the parties.

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- 6.2.2. **Non-Foreign Certificate.** An affidavit satisfying the requirements of Section 1445 of the Internal Revenue Code of 1986, as amended, and the regulations thereunder, duly executed by Seller (the "Certificate of Non-Foreign Status").
 - 6.2.3. **Closing Costs.** Seller's portion of the escrow fees, prorations, and other charges relating to the Closing, except that Seller may instruct Escrow Holder to deduct such closing costs and prorations from the amount due Seller at the Close of Escrow.
 - 6.2.4. **Other Documents.** All other documents required hereunder or otherwise reasonably required by Escrow Holder to be deposited by Seller to close the Escrow, including, but not limited to, an Owner's Affidavit regarding the status of the Property and title thereto.
- 6.3. **Deliveries by Buyer to Escrow Holder.** With respect to each Closing, Buyer hereby covenants and agrees to deliver to Escrow Holder, at least one (1) business day prior to the Closing Date applicable to such Closing, the following items, the delivery of each of which shall be a condition to the Close of Escrow for the benefit of Seller:
- 6.3.1. **Remaining Cash Payment.** The Remaining Cash Payment applicable to the parcel being purchased at such Closing, in immediately available funds.
 - 6.3.2. **Closing Costs.** All funds necessary to pay Buyer's share of the closing costs and prorations for the parcel being purchased at such Closing in accordance with the terms of this Agreement.
 - 6.3.3. **Other Documents.** All other documents required hereunder or otherwise reasonably required by Escrow Holder to be deposited by Buyer to close the Escrow.
- 6.4. **Disbursements and Other Actions by Escrow Holder.** At each Closing, when all required funds and documents applicable to such Closing have been deposited into Escrow by the appropriate parties, Escrow Holder shall promptly undertake each of the following actions in the following order:
- 6.4.1. **Record the Deed.** Cause the Deed to be recorded in the Official Records of the County;
 - 6.4.2. **Disburse Closing Funds.** Disburse all funds deposited with Escrow Holder by Buyer in payment of the Purchase Price (including, with respect to the Final Closing, the applicable portion of the Deposit), and in payment of Buyer's share of any Escrow closing costs and prorations, as follows:
 - 6.4.3. **Disburse Seller Proceeds.** Disburse to Seller the Purchase Price due Seller less the amount of all items chargeable to the account of Seller, including, without limitation, the amount of any deeds of trust, mechanic's liens or other monetary encumbrances to be paid by Seller, and Seller's share of any Escrow closing costs and prorations;
 - 6.4.4. **Disburse Buyer's Expenses or Proceeds.** Deduct from the Remaining Cash Payment all items chargeable to the account of Buyer, including, without limitation, Buyer's share of Escrow closing costs and all other such items chargeable to the account of Buyer, returning the excess of such funds, if any, to Buyer;

Purchase and Sale Agreement

Mills to City of Camas

- 6.4.5. **Deliver Copies of Buyer’s Documents.** Deliver a conformed copy of the Deed, a copy of the Certificate of Nonforeign Status, and copies of all other closing documents to Buyer;
- 6.4.6. **Deliver Copies of Seller’s Documents.** Deliver copies of all closing document to Seller; and
- 6.4.7. **Deliver Title Policy.** Cause the Title Policy to be issued and delivered to Buyer.
- 6.5. **Escrow Cancellation.** If Escrow is not in condition to close each escrow by the agreed upon Closing Date, Escrow Holder shall continue to comply with the instructions contained herein until a written demand has been made by a party hereto for the cancellation of the Escrow, as described below. Escrow Holder shall notify the other party of any such demand.
- 6.6. **Costs and Prorations.**
 - 6.6.1. **Escrow and Other Costs.** Buyer shall share equally the Escrow Holder's escrow fees for the Escrow. Buyer shall bear the cost of all documentary transfer taxes. Seller shall pay cost of the of the ALTA Standard Title Policy. Buyer shall pay the additional cost of any extended coverage (including without limitation any additional survey cost), ALTA lender's or other title policy in excess of the cost of the ALTA Standard Title Policy, including the cost of any title endorsements desired by Buyer. Buyer and Seller shall each bear their own respective legal and accounting costs, if any, outside of Escrow. All recording costs or fees and all other costs or expenses not otherwise provided for in this Agreement shall be paid pursuant to normal charges as determined by the Escrow Officer. As provided by law, this transaction will be exempt from any real estate excise tax.
 - 6.6.2. **Property Taxes and Assessments.** If applicable and otherwise not exempt by law, Purchaser shall assume and pay when due all deferred open space, timber or other deferred taxes or assessments for the Property including, but not limited to, so-called "Rollback" or "Recapture" taxes which may become due upon transfer of the Property. At Closing, excepting the deferred taxes and assessments being assumed by Purchaser, all general and special taxes, assessments, fees and charges of any type (including without limitation, any for water, sewer, irrigation and special districts) including Real Property taxes and assessments shall be prorated between Purchaser and Seller as of the date of Closing.
- 6.7. **Reporting Responsibilities.** Any returns, statements or reports required to be filed under Section 6045(e) of the Internal Revenue Code of 1986 (or any similar reports required by state or local law) relating to the Property shall be filed by Escrow Holder. In no event shall this Agreement be construed so as to require that such returns, reports or statements be filed by Buyer or Buyer's counsel, or by Seller or Seller's counsel. Escrow Holder shall provide evidence to Buyer and Seller of its compliance with the provisions of this Section 6.7.
- 7. **REPRESENTATIONS and WARRANTIES OF SELLER.** Seller hereby represents and warrants to Buyer as of the date of this Agreement, as follows:

- 7.1. **Due Formation: Requisite Action.** Seller has legal title to the Property and has the legal power, right and actual authority to bind Seller to the terms hereof.
 - 7.2. **Enforceability.** This Agreement constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting or limiting rights of contracting parties generally.
 - 7.3. **No Conflict.** Neither this Agreement nor the consummation of the transactions contemplated by this Agreement will violate, be in conflict, or otherwise result in a default under any agreement or instrument to which Seller is a party or by which Seller is bound, or any judgment, decree, order, statute, rule or regulation applicable to Seller.
 - 7.4. **Income Tax Information.** Seller is not a non-resident alien, a foreign corporation, a foreign partnership, a foreign trust, or a foreign estate (as those terms are defined in the United States Internal Revenue Code and Income Tax Regulations) for purposes of United States income taxation.
 - 7.5. **Hazardous Materials.** Seller has not introduced, or knowingly permitted any other party to introduce, any hazardous materials, hazardous substances or hazardous waste on or under the Property, and Seller has no actual knowledge of the past or present existence of any hazardous materials, hazardous substances or hazardous waste on or under the Property.
 - 7.6. **Litigation.** There is no pending or, to Seller's actual knowledge, threatened lawsuits, legal actions, administrative proceedings, or claims affecting or relating to the Property or any portion thereof.
 - 7.7. **Condemnation.** There are no condemnation proceedings, eminent domain proceedings or similar actions or proceedings now pending against the Property, and, to Seller's actual knowledge, Seller is not aware that any such proceedings or actions have been threatened against the Property.
 - 7.8. **No Rights.** Seller has not granted any option, right of first refusal, or other similar rights to acquire the Property or any portion thereof to any other person or entity, and has not entered into any lease for all or any portion of the Property with any other person or entity, and Seller has no actual knowledge of any lease of or claim of right to possession of the Property or any portion thereof. There exists no contract, option, right of first refusal, or other agreement or instrument of any kind which grants to any person or entity other than Buyer the present or future right to purchase or otherwise acquire any interest in the Property or any part thereof.
 - 7.9. **No Survival.** The representations and warranties of Seller contained in this Article 7 and any other representations and warranties of Seller contained elsewhere in this Agreement shall be true and correct on and as of the date of this Agreement and shall be true and correct on and as of the date of each Closing.
8. **REPRESENTATIONS AND WARRANTIES OF BUYER.** Buyer hereby represents and warrants to Seller as of the date of this Agreement, as follows:

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- 8.1. **Due Formation; Requisite Action.** Buyer is a legal entity in the State of Washington. Buyer has taken all necessary action to authorize the execution, delivery and performance of this Agreement. The individuals executing this Agreement on behalf of Buyer have the legal power, right and actual authority to bind Buyer to the terms hereof.
- 8.2. **Enforceability.** This Agreement constitutes the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting or limiting rights of contracting parties generally.
- 8.3. **No Conflict.** Neither this Agreement nor the consummation of the transaction contemplated by this Agreement will violate, be in conflict, or otherwise result in a default under any agreement or instrument to which Buyer is a party or by which Buyer is bound, or any judgment, decree, order, statute, rule or regulation applicable to Buyer.
- 8.4. **No Survival.** The representations and warranties of Buyer contained in this Article 8 and any other representations and warranties of Buyer contained elsewhere in this Agreement shall be true and correct on and as of the date of this Agreement and shall be true and correct on and as of the date of each Closing.

9. **CERTAIN OBLIGATIONS REGARDING PROPERTY.**

- 9.1. **General Assignment and Bill of Sale.** Seller agrees on closing to assign to Buyer all of Seller's right, title and interest, if any, in and to all warranties, guaranties, indemnities, licenses, permits, plans, maps, deposits, credits, reimbursements, approvals, and rights pertaining to the parcel(s) being purchased at such Closing.
- 9.2. **Processing of Entitlements.** From and after the date hereof, both Buyer and Seller shall have the right to process entitlements with the City and other appropriate governmental agencies necessary for the development of the Property they will end up owning as contemplated by each. Seller and Buyer agrees to cooperate with each other in connection with all aspects of the processing of the entitlements necessary for their respective Properties and agrees to assist each other as needed in connection with each party's efforts to obtain necessary governmental approvals for such entitlements, including executing any and all applications to the City and other governmental agencies and signing such other documents as may be reasonably requested by either party to process the approval of such entitlements.
- 9.3. **Property Entitlements.** In the event the consent of the City or any other governmental entity is required to transfer any agreements or entitlements relating to the development of the Property from Seller to Buyer, Seller and Buyer agree to cooperate to obtain any such consent from the City or other governmental agency as necessary for the transfer of such rights and benefits to Buyer to be effective at the Close of Escrow. Seller agrees not to amend, modify or terminate any agreements or entitlements applicable to the Property without the prior written consent of Buyer, which consent shall not be unreasonably withheld or delayed.
- 9.4. **Access to Remainder Property.** After the closing of the sale herein to Buyer, Seller will still own the unsold remaining portions of Tax Lots 0000177884 and 0000177885 (the "Remainder Property"). Buyer agrees to grant Seller or future potential Purchasers of said Remaining

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Property access through the Buyer's Property purchased for the purpose of making surveys, soil studies, archeological studies, or other normal feasibility studies related to the development of the Remainder Property upon reasonable conditions to be established by Buyer for a period not to exceed one year. Seller or any future prospective Purchaser of the Remainder Property shall agree to hold Buyer harmless from any liability coming from such investigations and to return the Buyer Property to its original condition or better on conclusion of such investigations.

10. DEFAULT.

10.1. **Buyer's Default.** In the event the Final Closing for either the Purchase of Parcel 1 or Parcel 2 does not occur by the Closing Date agreed upon herein by reason of the Default of Buyer, which default is not cured within ten (10) business days after written notice is given by Seller to Buyer, Seller shall be entitled to the following remedies; (i) to enforce Specific Performance of this Agreement or (ii) to other relief to which Seller may otherwise be entitled by virtue of this Agreement or by operation of law arising by reason of Buyer's Default or, (iii) to terminate this Agreement and the Escrow by giving written notice to Buyer and Escrow Holder and to receive the Deposit(s) in Escrow as Liquidated Damages. In the event Seller chooses to terminate the Agreement on Buyer's Default and to accept the Earnest Money Deposit(s) as Liquidated Damages, then Seller and Buyer agree to recognize and acknowledge that the Property has been and will be removed from the market for a substantial period of time by reason of this Agreement, that Seller is relying on Buyer's Agreement to purchase both Parcel 1 and Parcel 2 of the Property, and that Seller would otherwise suffer substantial detriment in the event Buyer fails to perform Buyer's obligations under this Agreement. Buyer specifically agrees that Seller shall be entitled to compensation for the detriment that would be caused to Seller by reason of Buyer's Default hereunder thereby allowing the remedies provided to Seller herein.

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Seller's Initials

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Buyer's Initials

10.2. **Seller's Default.** If Seller defaults in performing Seller's obligations hereunder which default is not cured within ten (10) business days after written notice is given by Buyer to Seller, Buyer shall be entitled, as Buyer's sole and exclusive remedy, to (i) waive the contractual obligations of Seller in writing and proceed to Closing; (ii) extend the time for performance by such period of time as may be mutually agreed upon in writing by the Parties hereto; (iii) terminate this Agreement and receive a return of the Deposit made prior to such termination (including any amounts released to Seller prior to such termination), in which event the parties shall be released therefrom and have no further rights, obligations, or responsibilities under this Agreement, except for those obligations that by their express terms survive termination of this Agreement; or (iv) enforce specific performance of this Agreement. Seller shall not be liable for, and Buyer hereby waives and covenants not to assert any right to seek or obtain, any consequential, incidental, exemplary, or punitive damages as a result of Seller's breach of this Agreement. Any lawsuit for specific performance must be filed (if Buyer elects to pursue such remedy) within ninety (90) days following Seller's breach of this Agreement, and Buyer's failure to file such lawsuit within that time period shall constitute an irrevocable election by

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Buyer not to pursue its remedy of specific performance, in which event this Agreement shall automatically terminate, the Deposit shall be returned to Buyer (including any amounts released to Seller), and neither party shall have any further rights or obligations under this Agreement, except those that by their express terms survive the termination of this Agreement. Notwithstanding anything to the contrary herein, this limitation on remedies does not apply to any indemnity provision in favor of Buyer or breach of any representation or warranty of Seller provided for in this Agreement, and Buyer is entitled to recover its actual, direct damages from such breach, but in no event shall Buyer be entitled to recover any consequential, incidental or punitive damages for any breach by Seller of any obligations under this Agreement. This Section 9.2 shall survive the Closing(s) or earlier termination of this Agreement.

11. **BROKER'S COMMISSION.** In connection with this Agreement, on Closing, Seller shall pay a real estate brokerage commission to Kimbal Logan (the "Broker") pursuant to the terms of a separate agreement between Seller and Kimbal Logan Real Estate & Investment. Said commission shall be paid in cash on closing through Escrow. Seller and Buyer each represents to the other that, except for Seller's Broker (whose real estate commission shall be the sole obligation of Seller, as provided above), no brokerage commission, finder's fee or other compensation of any kind is due or owing to any person or entity in connection with the transactions covered by this Agreement. Each party agrees to and does hereby indemnify, defend and hold the other free and harmless from and against any and all costs, liabilities, losses, damages, claims, causes of action or proceedings (including reasonable attorneys' fees) which may result from any other broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of the indemnifying party in connection with this transaction.
12. **POSSESSION.** Possession of each parcel comprising the Property shall be delivered to Buyer at the Closing of such parcel, in the condition required pursuant to the provisions of this Agreement, subject only to the Permitted Title Exceptions.
13. **MISCELLANEOUS.**
 - 13.1. **Attorneys' Fees.** If any legal action is instituted between Seller and Buyer in connection with this Agreement, the prevailing party shall be entitled to recover from the losing party all the prevailing party's costs and expenses incurred, including court costs and reasonable attorneys' and expert witness' fees.
 - 13.2. **Further Documents and Acts.** Each of the parties hereto agrees to cooperate in good faith with each other, and to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.
 - 13.3. **Entire Agreement.** This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

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Purchase and Sale Agreement

Mills to City of Camas

13.4. **Notices.** All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing (including faxed or emailed communications) and shall be (as elected by the person giving such notice) hand delivered by messenger or sent by overnight courier service, or sent by facsimile or email transmission, addressed as follows:

If to Buyer: Peter Capell
City Administrator
The City of Camas Washington
616 NE 4th Avenue, Camas, Washington 98607
Telephone: (360) 834-6864 Email: administration@cityofcamas.net

With a copy to: Shawn MacPherson
City Attorney
Knapp, O'Dell & MacPherson
430 NE Everett Street, Camas, Washington 98607
Telephone: (360) 834-4611 Email: macphersonlaw@comcast.net

If to Seller: John Mills
Address: 2738 NE 31st Ave
Address: Portland, OR 97212-3604
Telephone: 503-577-8084 Email address: pakjam@gmail.com

With a copy to: Michael Mills
Address: 1930 SW River Drive, #506
Address: Portland, Oregon 97201-8055
Telephone: 503-522-1269 Email address: mpmills18@gmail.com

If to Escrow Holder: First American Title Insurance Company
7710 NE Greenwood Drive, Suite 160, Vancouver, WA 98662
Attention: Shelby Cauffman
Telephone: (360) 553-3013 Email address: scauffman@firstam.com

13.5. **Further Documents and Acts.** Each of the parties hereto agrees to cooperate in good faith with each other, and to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

13.6. **Entire Agreement.** This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

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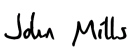
Purchase and Sale Agreement

Mills to City of Camas

- 13.7. **Governing Law.** This Agreement has been negotiated and executed in the States of Oregon and Washington and shall be governed by and construed in accordance with the laws of the State of Washington.
- 13.8. **Invalidity of Provision.** If any provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of the Agreement as a whole; provided that the invalidity or unenforceability of such provision does not materially adversely affect the benefits accruing to, or the obligations imposed upon, any party hereunder.
- 13.9. **Amendments.** No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing by both Buyer and Seller.
- 13.10. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.
- 13.11. **Construction of Agreement.** The agreements contained herein shall not be construed in favor of or against either party but shall be construed as if both parties prepared this Agreement.
- 13.12. **Binding Effect.** This Agreement shall be binding only upon its execution and delivery by both Seller and Buyer.

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the day and year first above written.

SELLER: MILLS FAMILY LLC

By: DocuSigned by:


4BD602D182104B4...
John Mills
Its Member

By: DocuSigned by:



A667FDD6A37E427...
Michael Mills
Its Member

Purchase and Sale Agreement

Mills to City of Camas

Page 15 of 17

BUYER: THE CITY OF CAMAS WASHINGTON

By: 
Pete Capell
City Administrator

DS


DS


Purchase and Sale Agreement

Mills to City of Camas

Page 16 of 17

ESCROW CONSENT:

First American Title Insurance Company, the Escrow Holder under this Agreement, hereby agrees to (i) accept the foregoing Agreement, (ii) be Escrow Holder under the Agreement, and (iii) be bound by the Agreement in the performance of its duties as Escrow Holder. Pursuant to Article 2 of the Agreement, November _____, 2018 is the date of the Opening of Escrow and the Escrow Number for this transaction is _____

"Escrow Holder"

FIRST AMERICAN TITLE INSURANCE COMPANY

Dated: _____

By: _____

**Shelby Caufman
Its Escrow Officer**

^{DS}
JM

^{DS}
MM

Purchase and Sale Agreement

Mills to City of Camas

Page 17 of 17

**EXHIBIT "A" to
AGREEMENT OF PURCHASE AND SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS
Legal Descriptions:**

Correct legal descriptions for each property being purchased sale to be supplied in escrow from the survey to be completed.

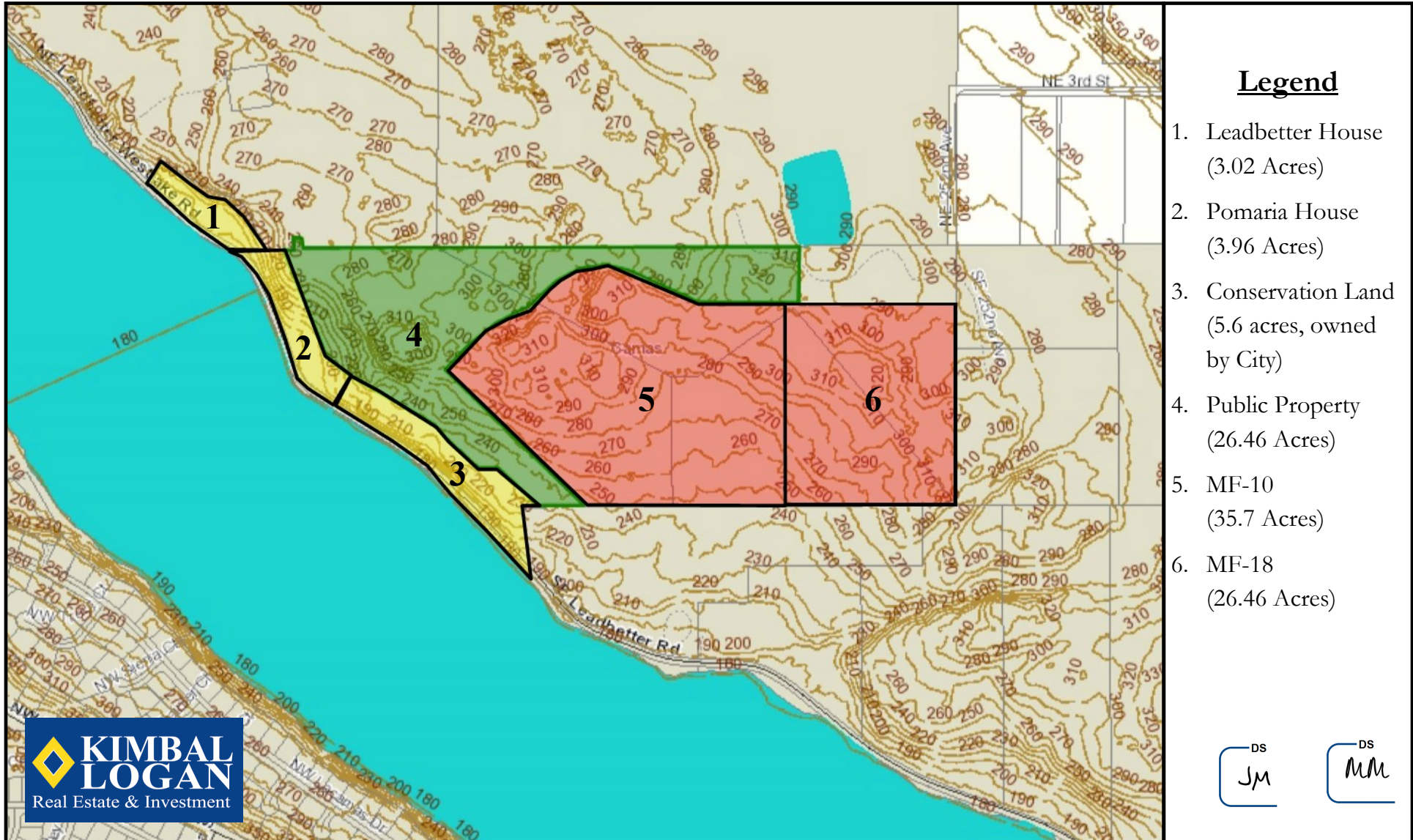
See Exhibit B for a map and further description.

^{DS}
JM

^{DS}
MM

Mills Family LLC to City of Camas

Exhibit B (map of new parcels)





Technical Memo

To: Mark Martel
2001 SE Columbia River Drive
Suite 100
Vancouver, WA 98661

Re: Preliminary Critical Areas Assessment - Parcel Numbers 177884-000, 177885-000 & 177904-000

Location: Near 811 SE Leadbetter Road, Camas, WA 98607
Legal Location: NE ¼ of Section 34, T2N, R3E
Assessment by: Ryan Thiele & Alex Sherman
Site Visit(s): March 20, 2019
Report Date: April 9, 2019

INTRODUCTION

Olson Environmental, LLC (OE) was requested to determine the presence of priority habitats/species and wetlands within the areas identified as tax parcel numbers 177885-000 (approx. 21 ac.), 177884-000 (approx. 35.7 ac.) and 177904-000 (approx. 26.5 ac.). The study area that overlaps with the three parcels totals to approximately 55 acres. The properties are located near 811 SE Leadbetter Road in Clark County (Fig. 1). The following memo generally describes field observations from March 20, 2019. Priority Habitat Areas are regulated by the City of Camas Municipal Code (CMC) 16.61 – Fish and Wildlife Habitat Conservation Areas, while wetlands are regulated under CMC 16.53 – Wetlands.

METHODS

Prior to the field investigations, a review of existing information related to designation of habitat and wetland areas was conducted. This review included Clark County GIS Environmental Atlas, WDFW Priority Habitat & Species maps, and aerial photographs.

Following the background information review, an on-site investigation was conducted in which the entire study area was traversed on foot to determine the presence of any wetlands, habitat types or species that have been mapped, known to occur in the area, and those previously

unidentified. Sampling was conducted by generally characterizing any habitat features of particular importance to wildlife (i.e. snags, large downed woody debris, etc.) and identifying any priority plant species and wetland conditions occurring within the study site. The approximate location and relative size of each feature of interest was marked on an aerial photograph and/or pinpointed with a GPS unit. Approximate locations of the wetland boundaries were delineated through observations of hydrology and vegetation.

It should be noted that this report describes a preliminary assessment of the features on-site and the attached graphics do not show exact locations or measured sizes of observed habitats, species and wetlands. Further, this on-site investigation was less-intensive than a detailed habitat and wetland assessment; some habitat areas or individual species may not be shown in attached graphics.

FINDINGS & OBSERVATIONS

The study area is forested land containing no residential structures or development, north of 811 SE Leadbetter Road in Camas, WA. A foot trail can be found circulating the property, and a dirt road with a turnaround area exists on the eastern edge. The southern half of the study area is a sloped forest, while the northern half can be described as a craggy landscape with varying topography; rock outcroppings protrude through the surface, shaping a landscape composed of small plateaus, valleys, and cliffs. Elevation varies from approximately 280 ft. above sea level to 324 ft (Figure 2). Wetter conditions occur at the lower elevations as the lower-lying basin receives drainage from surrounding areas; standing water can be found at both the northwest and northeast edges of the properties. Immediately adjacent to the project area on the northern side is a dairy farm. Lacamas Lake is located just south of the study area on the opposite side of Leadbetter Road.

The study area can be characterized as a predominantly conifer secondary-growth forest. Dominant vegetation in the area includes an overstory of Douglas fir (*Pseudotsuga menziesii*) with the understory mainly composed of sword fern (*Polystichum munitum*). Certain areas exhibit extensive cover of non-native and invasive species such as Himalayan blackberry (*Rubus armeniacus*) and English ivy (*Hedera helix*). Large expanses of ivy can be found masking the ground and conifer trees in the southern and more shaded part of the project area. Western hemlock (*Tsuga heterophylla*) was observed occupying the mid-story habitat sporadically throughout the forest. A grove of red alder (*Alnus rubra*) with an understory of salmonberry (*Rubus spectabilis*) was observed in the southeast quarter of the study area. Multiple Oregon white oaks of various sizes were observed, having associations with the herbaceous balds habitat. Many conifer trees inhabiting higher elevations with more exposure suffered burns and loss of foliage on the tip of their crowns.

During the field investigation, the following features were observed: Oregon white oak (*Quercus garryana*), multiple herbaceous balds, the mapped wetland, and an unmapped wetland occurring on the northeastern corner of the study area. These features are considered Priority Habitat by WDFW and are discussed below.

Oak woodlands provide habitat and serve as a significant food source for various species of wildlife, including mammals, birds, reptiles, and amphibians. Woodland areas with oak/conifer

associations provide contiguous aerial pathways, as well as important roosting, nesting, and feeding habitat for birds and mammals. Dead oaks and dead portions of live oaks harbor insect populations and provide nesting cavities. Acorns, oak leaves, fungi, and insects provide food for associated species (Larsen et al. 1998). The accelerated decline of Oregon white oak woodlands has been associated with human activities, particularly oak removal resulting from urban development. WDFW defines priority oaks as the following:

Stands of oak or oak/conifer associations where canopy coverage of the oak component of the stand is 25%; or where total canopy coverage of the stand is 0.4 ha (1.0 ac) in size. East of the Cascades, priority oak habitat consists of stands > 2 ha (5 ac) in size. In urban or urbanizing areas, single oaks or stands < 0.4 ha (1 ac) may also be considered a priority when found to be particularly valuable to fish and wildlife (WDFW 2008).

Occurrences of Oregon white oak observed within the study site are shown in Figure 5. The approximate location of the oaks in relation to the herbaceous balds suggests that this species has high habitat fidelity with herbaceous balds in this area. Other species closely associated with the balds included tall Oregon grape (*Mahonia aquifolium*) and salal (*Gaultheria shallon*).

Multiple unmapped herbaceous balds were also observed with the study area. This habitat type is considered ecologically valuable in that it hosts species that may not occur in the surrounding habitat, enhancing species biodiversity and habitat heterogeneity. WDFW defines herbaceous balds as the following:

Herbaceous balds occur as variable-sized patches of grass and forb vegetation located on shallow soils over bedrock that commonly is fringed by forest or woodland. Typically consists of low-growing vegetation adapted for survival on shallow soils amid seasonally dry conditions, and is often on steep slopes. Dominant flora includes herbaceous vegetation, dwarf shrubs, mosses, and lichens. Rock outcrops, boulders, and scattered trees are often present, especially Douglas-fir, Pacific madrone, and Oregon white oak. Balds occur within mid-montane to lowland forest zones. On slopes near saltwater shorelines in the northern Puget Trough, herbaceous balds and herbaceous bluffs can sometimes be difficult to differentiate. Balds typically are smaller than 5 ha (12 ac), although some can be up to about 100 ha (\cong 250 ac) (WDFW 2008).

A review of the National and Local Wetland Inventory maps from Clark County GIS Environmental Atlas indicates the presence of a single depressional wetland occurring within the northwestern portion of the site (Figure 3). Priority Habitat and Species maps provided by WDFW also indicate the presence of wetlands, as well as caves adjacent to the wetlands (Figure 4). According to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region (USACE, 2010.), wetlands are defined as:

Those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas.

Two ponds were observed in the study area during the site visit. One pond is located in the northeast corner (unmapped) and a second along the northwestern border of the study area. (Figure 3). Both aquatic habitats have potential to provide breeding grounds for amphibious species, and are a source of freshwater for both mammalian and avian species. Vegetation observed surrounding the ponds suggests the area exhibits wetland characteristics. Ponding appears to remain for extended periods in the growing season and likely creates hydric conditions that support hydric vegetation. Both wetlands are geomorphic depressions receiving runoff from the surrounding landscape and precipitation.

DISCUSSION

A review of background information and a preliminary on-site field investigation suggests that areas of oak woodland habitat, herbaceous balds, and wetlands occur within the study area. Over a dozen of Oregon white oaks were observed, having various sizes and growth forms. Multiple trees observed were of significant size (canopy & dbh) and capable of providing food sources and nesting opportunities for associated wildlife. Five areas were characterized as herbaceous balds, all varying in size and found in parts of higher elevation. These balds are found to be particularly valuable to the local ecosystem by hosting species that would not otherwise be found in their absence, especially the Oregon white oak.

Wetlands found on the site provide valuable functions and services such as flood mitigation, water quality treatment, and provision of habitat for various species. The wetlands will need to be rated to determine the appropriate buffer sizes that are based on the category that the wetland belongs to and the land use intensity proposed in the project.

Fish & wildlife habitat conservation areas ordinances (CMC 16.61) and wetlands ordinances (CMC 16.53) provide protection guidelines for certain activities within and adjacent to designated habitat and wetland areas, respectively. Ordinances specify that certain permits must be obtained for projects containing the aforementioned habitats and wetlands with the associated buffers. Impacts within these areas should be avoided if possible; however, unavoidable impacts should be minimized and are subject to review by the City of Camas and/or WDFW. Additionally, it is suggested that management recommendations outlined by WDFW (Larsen et al. 1998) be considered when proposing any alterations to the priority habitat areas.

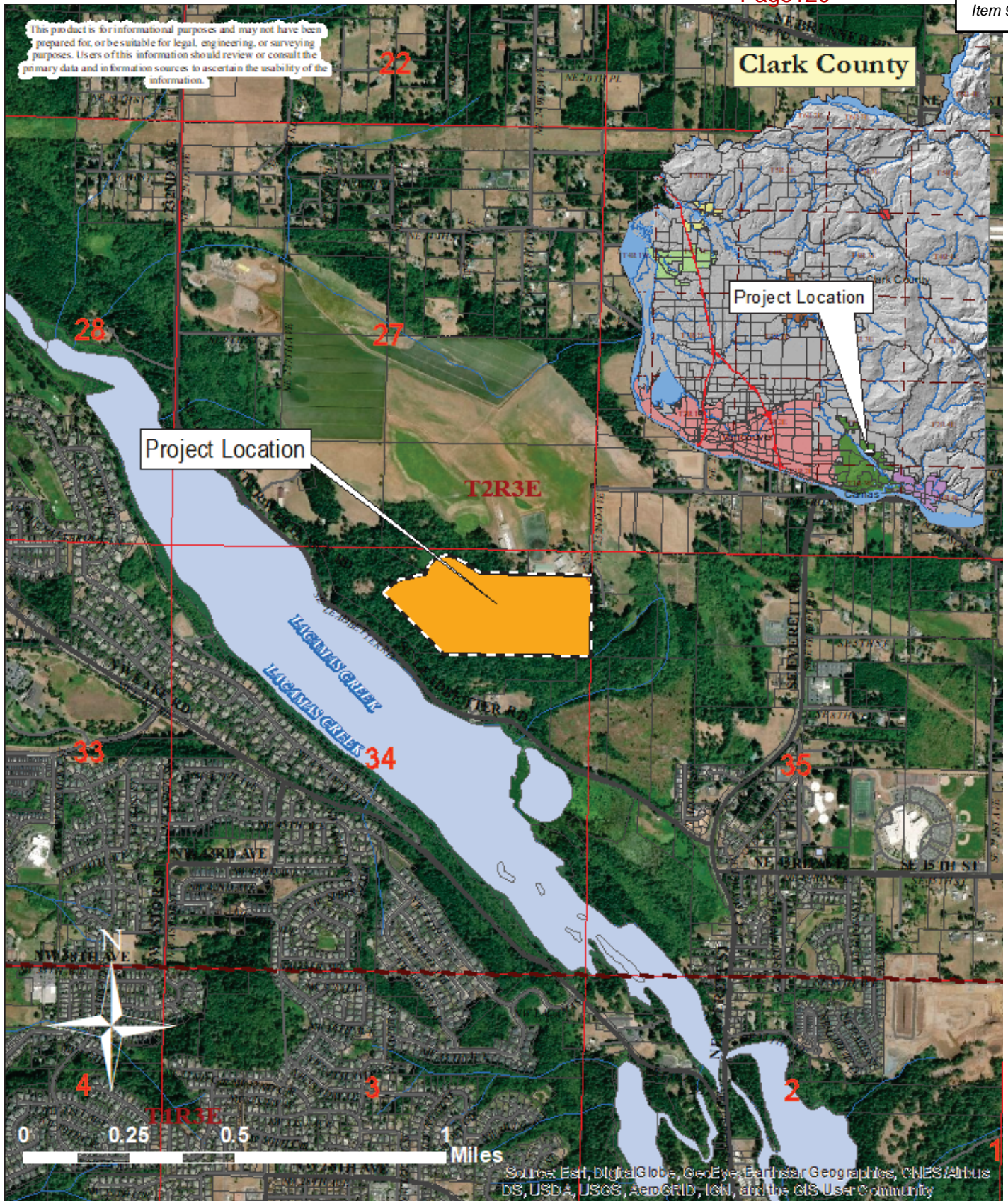
LITERATURE CITED

Clark County, c2007-2018. Environmental Atlas. Clark County Department of Assessment and GIS. 34pp. [accessed 2019 March 19].

Larsen, E. M., and J. T. Morgan. 1998. Management recommendations for Washington's priority habitats: Oregon white oak woodlands. Wash. Dept. Fish and Wildlife, Olympia. 37pp.

Washington Department of Fish and Wildlife. 2008. Priority Habitat and Species List. Olympia, Washington. 288pp.

Washington Department of Fish and Wildlife, c2018. PHS on the Web. Olympia (WA): Conservation Program. [accessed 2019 March 19].



APPLICANT:
Mr. Mark Martel
Martel Wealth Advisors
2001 SE Columbia River Drive Ste. 10
Vancouver, WA 98661

PURPOSE:
Preliminary Critical Areas Assessment

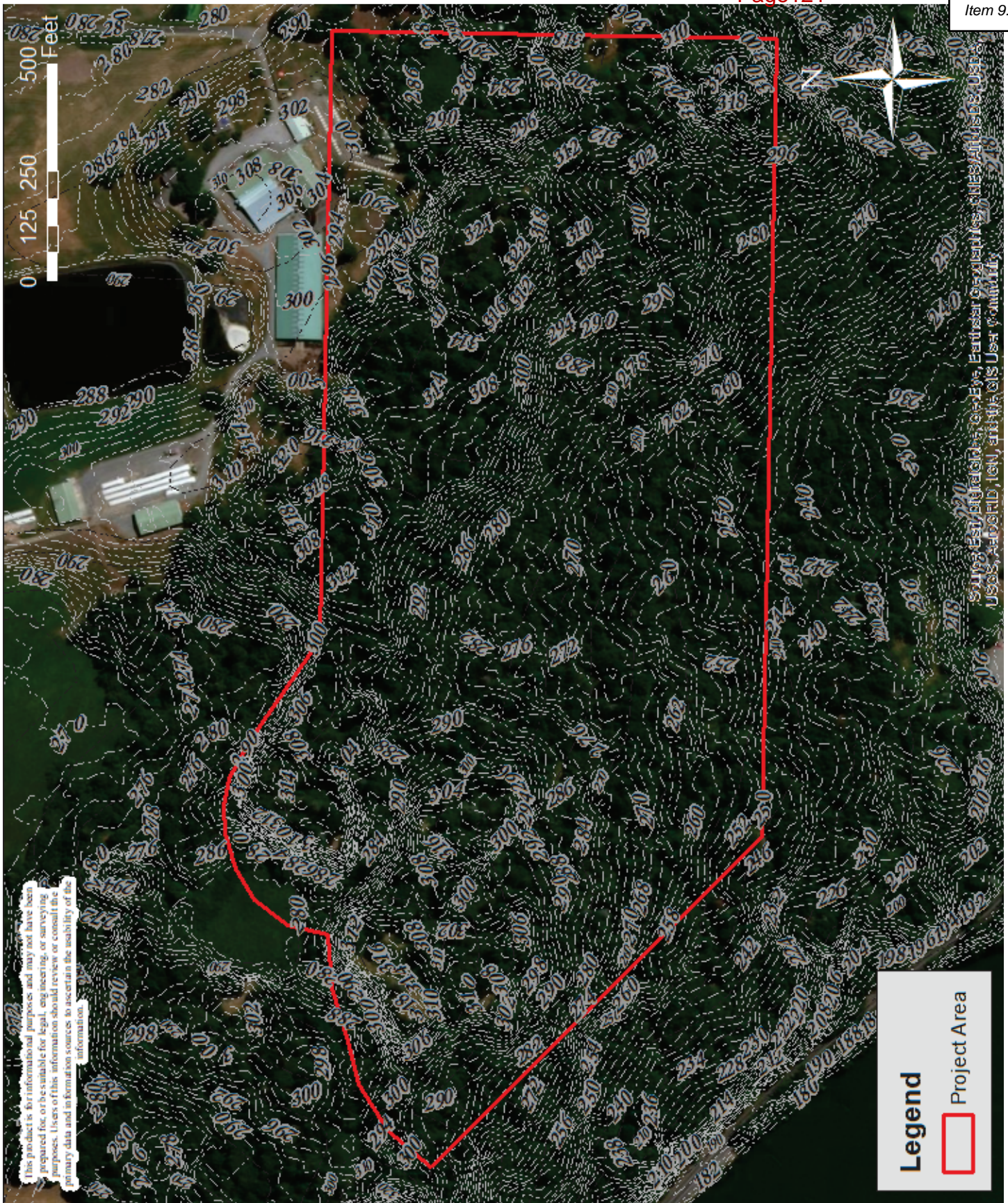
**Project Location Map (Clark County GIS)
Mills Property
Camas, Washington**



222 E. Evergreen Blvd., Vancouver, WA 98660 ph: 360-693-4555 fax: 360-699-6242

PROPOSED ACTIVITIES IN:
Lacamas Creek Watershed
LEGAL: NW/NE ¼, S34, T2N, R3E, W.M.
NEAR: Camas, Washington
COUNTY: Clark County
DATE: April 9, 2019

Figure 1



APPLICANT:
Mr. Mark Martel
Martel Wealth Advisors
2001 SE Columbia River Drive Ste. 10
Vancouver, WA 98661

PURPOSE:
Preliminary Critical Areas Assessment

**Topographic Map (Clark County GIS)
Mills Property
Camas, Washington**



222 E. Evergreen Blvd., Vancouver, WA 98660 ph: 360-693-4555 fax: 360-699-6242

PROPOSED ACTIVITIES IN:
Lacamas Creek Watershed
LEGAL: NW/NE ¼, S34, T2N, R3E, W.M.
NEAR: Camas, Washington
COUNTY: Clark County
DATE: April 9, 2019

Figure 2



APPLICANT:
Mr. Mark Martel
Martel Wealth Advisors
2001 SE Columbia River Drive Ste. 10
Vancouver, WA 98661

PURPOSE:
Preliminary Critical Areas Assessment

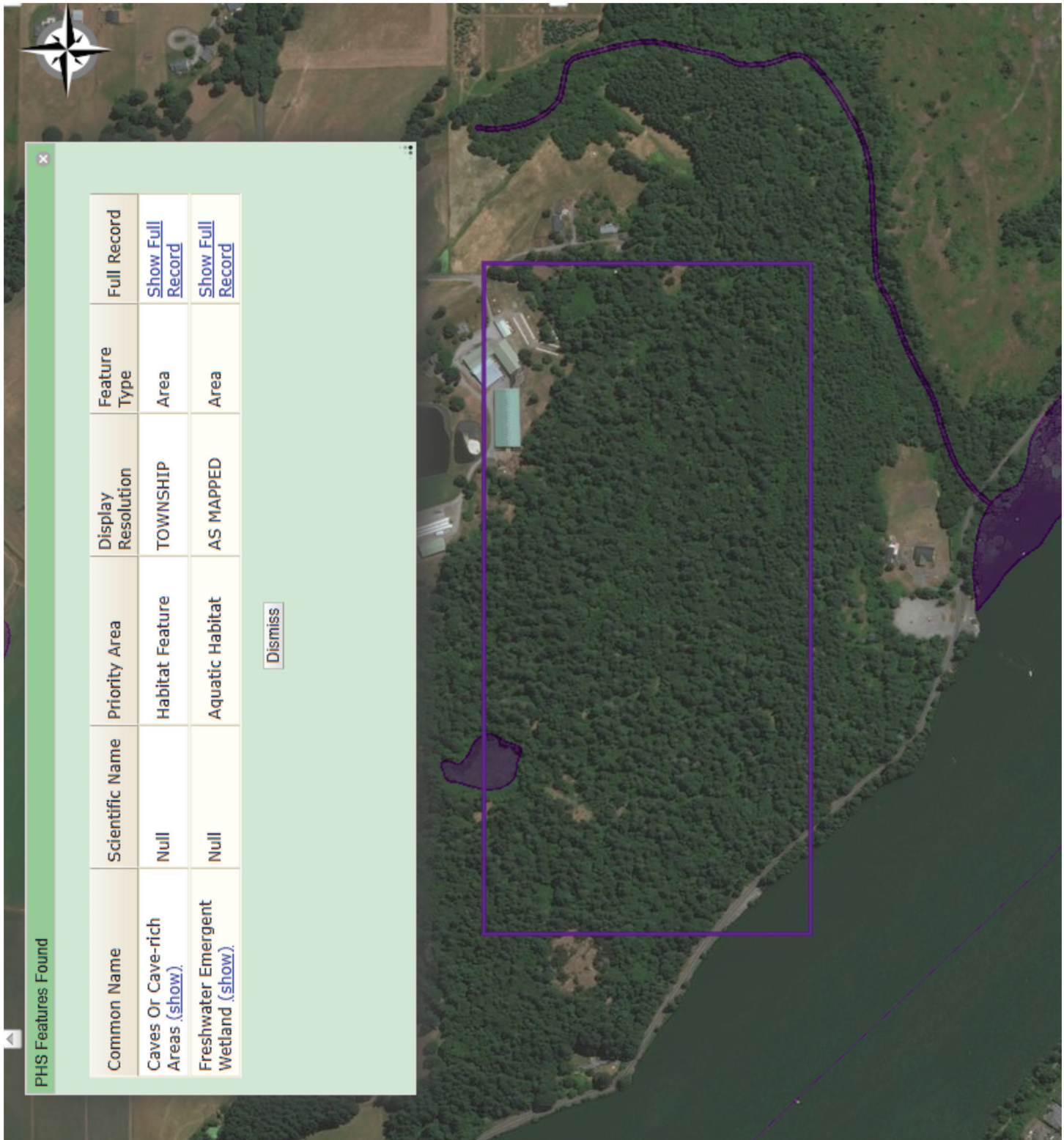
National Wetland Inventory Map (Clark County GIS)
Mills Property
Camas, Washington



222 E. Evergreen Blvd., Vancouver, WA 98660 ph: 360-693-4555 fax: 360-699-6242

PROPOSED ACTIVITIES IN:
Lacamas Creek Watershed
LEGAL: NW/NE ¼, S34, T2N, R3E, W.M.
NEAR: Camas, Washington
COUNTY: Clark County
DATE: April 9, 2019

Figure 3



APPLICANT:
Mr. Mark Martel
Martel Wealth Advisors
2001 SE Columbia River Drive Ste. 10
Vancouver, WA 98661

PURPOSE:
Preliminary Critical Areas Assessment

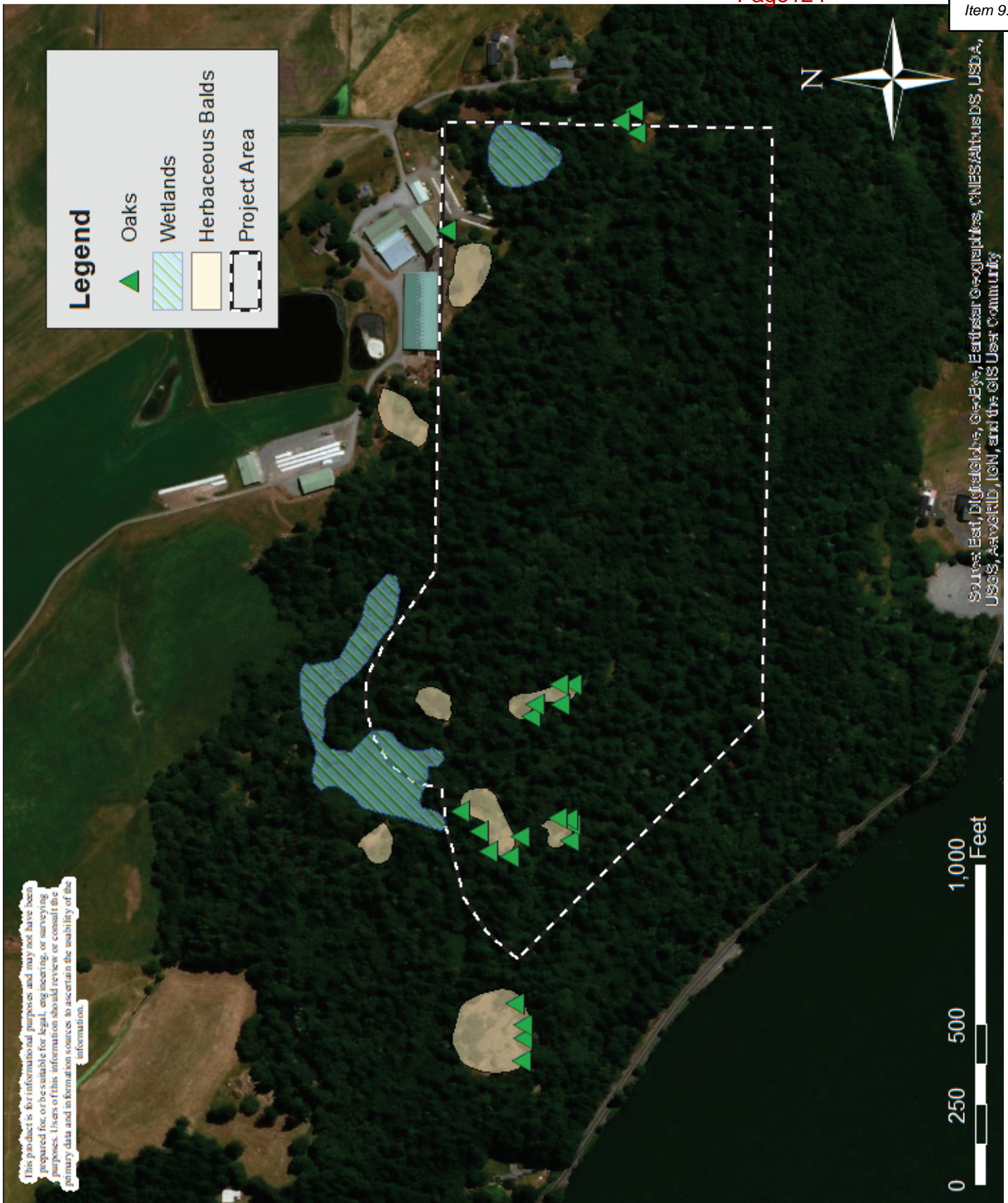
**Priority Habitats Map (WDFW)
Mills Property
Camas, Washington**



222 E. Evergreen Blvd., Vancouver, WA 98660 ph: 360-693-4555 fax: 360-699-6242

PROPOSED ACTIVITIES IN:
Lacamas Creek Watershed
LEGAL: NW/NE ¼, S34, T2N, R3E, W.M.
NEAR: Camas, Washington
COUNTY: Clark County
DATE: April 9, 2019

Figure 4



APPLICANT:
Mr. Mark Martel
Martel Wealth Advisors
2001 SE Columbia River Drive Ste. 10
Vancouver, WA 98661

PURPOSE:
Preliminary Critical Areas Assessment

**Approximate Critical Area Locations
Mills Property
Camas, Washington**



222 E. Evergreen Blvd., Vancouver, WA 98660 ph: 360-693-4555 fax: 360-699-6242

PROPOSED ACTIVITIES IN:
Lacamas Creek Watershed
LEGAL: NW/NE ¼, S34, T2N, R3E, W.M.
NEAR: Camas, Washington
COUNTY: Clark County
DATE: April 9, 2019

Figure 5



Mar 20, 2019 at 12:52:00 PM



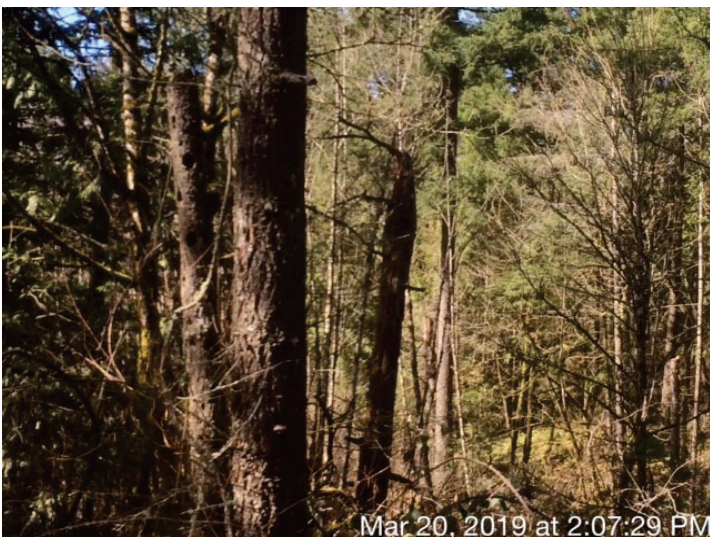
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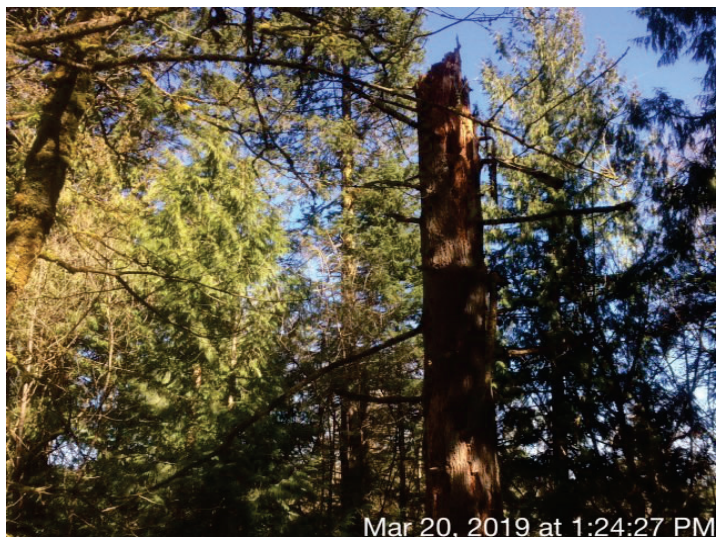
Mar 20, 2019 at 1:01:39 PM



Mar 20, 2019 at 12:57:56 PM



Mar 20, 2019 at 2:07:29 PM



Mar 20, 2019 at 1:24:27 PM

APPLICANT:
Mr. Mark Martel
Martel Wealth Advisors
2001 SE Columbia River Drive Ste. 10
Vancouver, WA 98661

PURPOSE:
Preliminary Critical Areas Assessment

Site Photographs
Mills Property
Camas, Washington



222 E. Evergreen Blvd., Vancouver, WA 98660 ph: 360-693-4555 fax: 360-699-6242

PROPOSED ACTIVITIES IN:
Lacamas Creek Watershed
LEGAL: NW/NE ¼, S34, T2N, R3E, W.M.
NEAR: Camas, Washington
COUNTY: Clark County
DATE: April 9, 2019

Photo-Sheet 1

August 12, 2020

Robert Maul
Planning Manager
City of Camas
616 NE 4th Ave
Camas, WA 98607

Re: SEPA20-01
Mills Family Comprehensive Plan Amendment
Parcels 177884000, 177885000

Dear Mr. Maul:

Washington State Department of Transportation (WSDOT) staff have reviewed the SEPA documentation for the comprehensive plan amendment at parcels 177884000 and 177885000. The applicant requests to amend the comprehensive plan designation of 57 acres from a combination of Industrial and Multifamily to Multifamily only. WSDOT would like to offer the following comments.

WSDOT understands that this is a non-project action and that an additional SEPA determination will be made separately when a development application is submitted for this site. As part of this development application, WSDOT requests that the applicant submit a Traffic Impact Analysis (TIA) that addresses the impacts of this proposal on State Route 500. Depending on the information contained in this TIA, WSDOT may request mitigation for the traffic impacts of the proposal.

The response to question B14a in the submitted SEPA checklist states that the main public roadway serving the site is Leadbetter Road, via NE Fargo Street, which is not yet constructed. However, the response to question D5 states that the long-term plan for the site is to construct public roads accessing the site from the north and/or east. The specific access configuration to the site will influence if mitigation is needed for traffic impacts to State Route 500.

These comments are based on a preliminary review of the proposal. As this project progresses, there may be need for additional information by this department for further review. There may be other issues and requirements by this department that are not stated here. *This review does not constitute final approval by WSDOT.*

Thank you for the opportunity to comment on this project. If you have any questions regarding these comments or need additional information, please contact Logan Cullums, Land Use Planner, at (360) 949-6871 or CullumL@wsdot.wa.gov

Sincerely,

A handwritten signature in blue ink, consisting of the letters 'LL' in a cursive, stylized font.

Laurie Lebowsky
Planning Director
WSDOT Southwest Region



Staff Report – Public Hearing for Ordinance

Public Hearing for Cellco Partnership (d/b/a Verizon) Franchise and License Agreements
Presenter: Steve Wall, Public Works Director

Phone	Email
360.817.7899	swall@cityofcamas.us

SUMMARY: Staff recommends the City Council conduct a public hearing to provide citizens an opportunity to give public testimony regarding the proposal of an ordinance to establish a Franchise Agreement and a separate, but related, License Agreement between the City of Camas and Cellco Partnership doing business as Verizon. The Franchise Agreement would be approved via Ordinance and would allow Verizon to install, operate and maintain telecommunication facilities within the City of Camas rights-of-way. The License Agreement would be approved separate from the Franchise Agreement and would allow Verizon to install, operate and maintain wireless facilities on publicly owned structures (e.g. poles).

Prior to the City Council conducting the Public Hearing, Staff will review changes to the Franchise and License Agreements that have been made since the first presentation of a Draft at the August 17 Council Workshop. In summary, the changes are as follows:

- References to other telecommunication companies (e.g. MCI Metro, AT&T, etc.) have been removed.
- Insurance provisions have been changed in Section 24 of the Draft Franchise Agreement and Section 10 of the Draft License Agreement. The various amounts of insurance were raised to \$5 million each. This was negotiated to offset a request by Verizon to remove the prior section 24.10 of the Franchise Agreement which would have allowed the City access to Verizon’s full availability of insurance limits company wide.

ADDITIONAL INFORMATION: At the August 17 Council Workshop, council members asked a number of questions related to the Franchise and License Agreements. Some of the questions staff was able to answer at the prior meeting, and some questions needed additional research. Below are that were noted at the August 17 meeting and responses researched by staff:

- *Some cities appear to be collecting more than \$270/year/pole and/or potentially additional fees. Why aren’t we collecting more fees?*
 - The City is collecting the maximum \$270/year/pole fee as outlined in the 2018 FCC Order. Additionally, the small cell providers must pay all applicable permit fees associated with installation of the antennae itself and associated infrastructure. The City’s fees appear to be in line with the FCC Order and comparable to neighboring cities.

- Terminology may also be confusing in this regard. There were references to both a Lease and a "Pole Attachment Fee" in the August 17 discussion. In this context, both of these are referring to the same thing – the amount the City is collecting per location (or pole attachment) per year. There are other application and permitting fees that the City can and anticipates collecting with each application that are separate from the \$270/year lease.
- *Can small cell antennas co-locate on the same pole?*
 - According to Verizon's representative, the poles used typically will not structurally support more than one antenna. This should not be confused with the larger cell phone antennas which can and should co-locate on cell phone towers.
- *How many small cell antennas is Verizon anticipating installing in Camas?*
 - According to Verizon's representative, Verizon originally anticipated installing 25 antennas County-wide, but has since reduced that number. Over the last couple of years working with Verizon, the representatives have stated they would anticipate having 5 or 6 antennas installed in Camas for the time being. Obviously that number could increase or decrease as the need determines. It is also worth noting that AT&T, who already has a Franchise and License Agreement with the City, has yet to approach staff regarding any installations.
- *What are the health effects of being close to small cell antennas?*
 - Unfortunately, there is a multitude of contradictory information on this topic. In working with cell phone providers, independent attorneys and experts, and based on information received at various conferences, the best response to this question from staff's perspective is that all installations of small cell facilities are required to meet all FCC regulations – including any and all health related requirements. These requirements are not something the City has regulatory control over.
- *What do the small cell antennas generally look like?*
 - See attached Small Cell Presentation with various photos and examples.
- *What are the design guidelines for small cell antennas in Camas?*
 - See attached Design Guidelines that were included in prior Council agenda packets related to this topic.

RECOMMENDATION: Staff recommends that Council conduct a public hearing, deliberate and if desired, direct staff to place the respective Ordinances for the Franchise Agreement and License Agreement on the October 5, 2020 Regular Meeting Agenda for Council's consideration.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CAMAS, WASHINGTON GRANTING CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS A NON-EXCLUSIVE FRANCHISE FOR TEN YEARS, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE AND REPAIR A TELECOMMUNICATIONS SYSTEM, IN, ALONG, UNDER, THROUGH AND BELOW PUBLIC RIGHTS-OF-WAY OF THE CITY OF CAMAS, WASHINGTON

WHEREAS, Verizon, through its wholly owned subsidiary Cellco Partnership d/b/a Verizon Wireless (“VZW”) has requested a non-exclusive franchise with the City of Camas (“City”) for a period of ten years for the operation of a telecommunications system within the City Right-of-Way; and

WHEREAS, RCW 35A.11.020 grants the City broad authority to regulate the use of the public Right-of-Way; and

WHEREAS, RCW 35A.47.040 grants the City broad authority to grant non-exclusive franchises; and

WHEREAS, VZW wishes to construct, operate and maintain a telecommunications system within the City Right-of-Way; and

WHEREAS, the City Council finds that it is in the best interests of the health, safety and welfare of residents of the Camas community to enter into a non-exclusive franchise with VZW for the operation of a telecommunications system within the City Right-of-Way.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CAMAS, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section I

Grant of Franchise

The Franchise as set forth in the Franchise Agreement attached hereto as Exhibit “A” is hereby granted according to its terms.

Section II

This ordinance shall take effect five (5) days after its publication according to law.

PASSED by the Council and APPROVED by the Mayor this ____ day of _____, 2020.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney

EXHIBIT “A”

**FRANCHISE AGREEMENT FOR THE INSTALLATION AND MAINTENANCE OF
TELECOMMUNICATIONS FACILITIES IN THE CITY OF CAMAS,
WASHINGTON**

Parties:

City of Camas, a Washington Municipal Corporation (“City”)

Cellco Partnership d/b/a Verizon Wireless, a Delaware limited liability company (“VZW”).

In consideration of the mutual promises set forth herein, the parties agree as follows:

Section 1. Definitions

The following terms contained herein, unless otherwise indicated, shall be defined as follows:

- 1.1 VZW: Cellco Partnership d/b/a Verizon Wireless and its respective successors and assigns.
- 1.2 City: The City of Camas, a municipal corporation of the State of Washington, specifically including all areas incorporated therein as of the effective date of this ordinance and any other areas later added thereto by annexation or other means.
- 1.3 Days: Calendar days.
- 1.4 Facilities: All of the equipment, fixtures, appurtenances, and other facilities necessary to furnish and deliver Telecommunications Services, including but not limited to all optical converters, remote radios, multiplexers, antennas, transmitters, receivers, equipment boxes, backup power supplies, power transfer switches, cut-off switches, electric meters, coaxial cables, fiber optic cables, conduit, wires, telecom demarcation boxes and related materials and equipment; and any and all other equipment, appliances, attachments, appurtenances and other items necessary or incidental to distribution and use of Telecommunications Services and all other facilities associated with the Telecommunications System located in the Right-of-Way, utilized by VZW in the operation of activities for small cell facilities authorized by this Ordinance. The abandonment by VZW of any Facilities as defined herein shall not act to remove the same from this definition.
- 1.5 Franchise: This document and any amendments or modifications hereto.
- 1.6 Permitting Authority: The head of the City department authorized to process and grant permits required to perform work in the City's Right-of-Way, or the head of any agency authorized to perform this function on the City's behalf. Unless otherwise indicated, all references to Permitting Authority shall include the designee of the department or agency head.
- 1.7 Person: An entity or natural person.
- 1.8 Public Works Director or Director: The head of the Public Works department of the City, or in the absence thereof, the acting director, or the designee of either of these individuals.

1.9 Right-of-Way: As used herein shall refer to the surface of and the space along and below any street, road, highway, freeway, bridge, lane, sidewalk, alley, court, boulevard, sidewalk, parkway, drive, utility easement, and/or road Right-of-Way now or hereafter held or administered by the City of Camas.

1.10 Telecommunications Service: The transmission of information by wire, optical cable, or other similar means. For the purpose of this subsection, "information" means knowledge or intelligence represented by and form of writing, signs, signals, pictures, sounds, or any other symbols. For the purpose of this ordinance, Telecommunications Service excludes over-the-air transmission of broadcast television or broadcast radio signals.

1.11 Telecommunications System: The system of antennas, conduit, fiber optic cable, and all related and necessary Facilities in the Rights-of-Way associated with VZW's provision of Telecommunications Services.

Section 2. Franchise Granted.

2.1 Pursuant to RCW 35A.47.040, the City hereby grants to VZW, its heirs, successors, and assigns, subject to the terms and conditions hereinafter set forth, a Franchise for a period of ten (10) years (the "Initial Term"), beginning on the effective date of this Ordinance. Following the Initial Term, this Franchise shall automatically be renewed for three (3) additional periods of five (5) years (each a "Renewal Term"), unless: (i) VZW provides the City notice of its intent not to renew at least ninety (90) days before the expiration of the Initial Term or then current Renewal Term, as applicable, or (ii) with respect to the second Renewal Term or third Renewal Term, the City provides VZW notice of its intent not to renew at least three hundred sixty five (365) days before the expiration of the first Renewal Term or second Renewal Term, as applicable.

2.2 This Franchise shall grant VZW the right, privilege and authority to locate, construct, operate, maintain, replace, repair, acquire, sell, lease, and use a Telecommunications System in the Right-of-Way as approved under City permits issued by the Permitting Authority pursuant to this Franchise and City ordinances.

Section 3. Nonexclusive Franchise Grant.

This Franchise is granted upon the express condition that it shall not in any manner prevent the City from granting other or further franchises in any Right-of-Way. This Franchise shall in no way prevent or prohibit the City from using any Right-of-Way or other public property or affect its jurisdiction over them or any part of them, and the City shall retain the authority to make all necessary changes, relocations, repairs, maintenance, establishment, improvement or dedication of the same as the City may deem appropriate.

Section 4. Franchise Subject to Federal, State and Local Law.

Notwithstanding any provision contrary herein, this Franchise is subject to and shall be governed by all applicable provisions now existing or hereafter amended of federal, state and local laws and regulations.

Section 5. No Rights by Implication.

No rights shall pass to VZW by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise shall not include or be a substitute for:

- 5.1 Any other permit or authorization required for the privilege of transacting and carrying on a business within the City that may be required by the ordinances and laws of the City;
- 5.2 Any permit, agreement or authorization required by the City for Rights-of-Way users in connection with operations on or in Rights-of- Way or public property; or
- 5.3 Any permits or agreements for occupying any other property of the City or private entities to which access is not specifically granted by this Franchise.

Section 6. Conveyance of Rights.

This Franchise is intended to convey limited rights and interests only as to those Rights-of-Way in which the City has an actual interest. It is not a warranty of title or interest in any Rights-of-Way; it does not provide VZW with any interest in any particular location within the Rights-of-Way; and it does not confer rights other than as expressly provided in the grant hereof.

Section 7. No Waiver.

The failure of City on one or more occasions to exercise a right or to require compliance or performance under this Franchise or any other applicable state or federal law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the City nor to excuse VZW from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.

Section 8. Other Ordinances.

VZW agrees to comply with the terms of any lawful, generally applicable local ordinance, in effect upon adoption of this Franchise or as enacted or modified thereafter. In the event of a conflict between any ordinance and a specific provision of this Franchise, the Franchise shall control, provided however that VZW agrees that it is subject to the lawful exercise of the police power of the City.

If any federal or state laws or regulations or any binding judicial interpretations thereof that govern any aspect of the rights or obligations of one or more parties under this Franchise shall change after the Effective Date and such change makes any aspect of such rights or obligations inconsistent with the then-effective federal or state laws, regulations or binding judicial interpretations, then the parties agree to promptly amend this Franchise as reasonably required to accommodate and/or ensure compliance with any such legal or regulatory change.

Section 9. Right-of-Way Vacation.

If any Right-of-Way or portion thereof used by VZW is vacated by the City during the term of this Franchise, the City shall endeavor to specifically reserve the continued use of the Right-of-Way by VZW. Unless the City specifically reserves to VZW the right to continue the use of vacated Rights-of-Way, VZW shall, without delay or expense to the City, remove its facilities from such Right-of-Way and restore, repair or reconstruct the Right-of-Way where such removal occurred. In the event of failure, neglect or refusal of VZW to restore, repair or reconstruct such Right-of-Way after thirty (30) days written notice from the City, the City may do such work or cause it to be done, and the reasonable cost thereof shall be paid by VZW within thirty (30) days of receipt of an invoice and documentation.

Section 10. Relocation of Facilities.

10.1 VZW agrees and covenants at no cost to the City, to relocate its Facilities when requested to do so by the City for a public project, provided that, VZW shall in all such cases have the privilege, upon approval by the City, which approval shall not be unreasonably withheld, delayed, or

conditioned, to temporarily bypass, in the authorized portion of the same Right-of-Way, any Facilities required to be relocated.

10.2 If the City determines that a public project necessitates the relocation of VZW's existing Facilities, the City shall:

10.2.1 At least sixty (75) days prior to the commencement of such project, provide VZW with written notice of known Facilities requiring such relocation; and

10.2.2 Provide VZW with copies of any plans and specifications pertinent to the requested relocation and a proposed temporary or permanent relocation for VZW's Facilities; and

10.2.3 After receipt of plans and specifications from the City, VZW shall complete relocation of its Facilities at no charge or expense to the City at least ten (10) days prior to commencement of the project.

10.3 VZW may, after receipt of written notice requesting a relocation of its Facilities, submit to the City written alternatives to such relocation. The City shall evaluate such alternatives and advise VZW in writing as soon as practicable (but no later than sixty (60) days after receipt of alternatives from the VZW) if any of the alternatives is suitable to accommodate the work that otherwise necessitates the relocation of the Facilities. If so requested by the City, VZW shall submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by VZW as full and fair a consideration as the project schedule will allow. In the event the City ultimately determines that there is no other reasonable alternative, VZW shall relocate its Facilities as directed by the City and in accordance with Section 10.2.3 of this Franchise.

10.4 The City will notify VZW as soon as practical of any facilities that are not identified during the design of the public project, but are discovered during the course of construction and need to be relocated. VZW will work with the City to design and complete a relocation to facilitate the completion of the public project with minimum delay.

10.5 Failure to complete a relocation requested by the City in accordance with Section 10.2 of this Franchise may subject VZW to liquidated damages as provided in Section 29 of this Franchise.

10.6 The provisions of this Section of this Franchise shall in no manner preclude or restrict VZW from making any arrangements it may deem appropriate when responding to a request for relocation of its Facilities by any person other than the City, where the improvements to be constructed by said person are not or will not become City-owned, operated or maintained, provided that such arrangements do not unduly delay a City construction project. The provisions of this Franchise are subject to RCW 35.99.060. In the event of a conflict between the provisions of this Franchise and the RCW, the RCW shall control.

10.7 VZW recognizes the need for the City to maintain adequate width for installation and maintenance of sanitary sewer, water and storm drainage utilities owned by the City and other public utility providers. Thus, the City reserves the right to maintain clear zones within the public right-of-way for installation and maintenance of said utilities. The clear zones for each Right-of-Way segment shall be noted and conditioned with the issuance of each Right-of-Way permit. If adequate clear zones are unable to be achieved on a particular Right-of-Way, VZW shall locate in an alternate Right-of-Way, obtain easements from private property owners, or propose alternate construction methods which maintain and/or enhance the existing clear zones.

Section 11. VZW's Maps and Records.

Upon the City's request, VZW shall provide the City with typicals and as-built plans, maps, and records that show the vertical and horizontal location of its Facilities within the Right-of-Way using a minimum scale of one inch equals one hundred feet (1"=100'), measured from the center line of the Right-of-Way, which maps shall be in hard copy format reasonably acceptable to the City and in other digital electronic format reasonably acceptable to the City.

Section 12. Undergrounding.

12.1 This Franchise is subject to the undergrounding requirements as may be required or later adopted by the Camas Municipal Code and consistent with applicable federal and Washington State law. VZW shall install all of its Facilities (excluding antennas, equipment cabinets, cabling, and other equipment that must be above-ground in order to be functional) underground where all adjacent existing telecommunications and cable facilities are located underground. Any new Facilities to be located above-ground shall be placed on existing utility poles. No new utility poles shall be installed in connection with placement of new above-ground Facilities, unless otherwise agreed by the City.

12.2 VZW will also share information necessary to facilitate joint-trenching and other undergrounding projects, and will otherwise cooperate with the City and other utility providers to serve the objective to maximize utility undergrounding where possible or as required.

Section 13. Service to Public Buildings (intentionally blank)**Section 14. Excavation and Notice of Entry.**

14.1 During any period of relocation or maintenance, all surface structures, if any, shall be erected and used in such places and positions within the Right-of-Way so as to minimize interference with the passage of traffic and the use of adjoining property. VZW shall at all times post and maintain proper barricades and comply with all applicable safety regulations during such period of construction as required by the ordinances of the City or State law, including RCW 39.04.180, for the construction of trench safety systems.

14.2 Whenever VZW excavates in any Right-of-Way for the purpose of installation, construction, repair, maintenance or relocation of its Facilities, it shall apply to the City for a permit to do so in accordance with the ordinances and regulations of the City requiring permits to operate in the Right-of-Way. In no case shall any work commence within any Right-of-Way without a permit. During the progress of the work, VZW shall not unnecessarily obstruct the passage or use of the Right-of-Way, and shall provide the City with plans, maps, and information showing the final location of any Facilities in accordance with Section 11 of this Franchise.

14.3 At least five (5) days prior to construction of Facilities consisting of digging, trenching, cutting, or other activities that may impact the utilization of the Right-of-Way for more than a four (4) hour period, VZW shall take reasonable steps to inform all apparent owners or occupiers of property within fifty (50) feet of said activities that a construction project will commence. The notice shall include, at a minimum, the dates and nature of the project and a toll-free or local telephone number that the resident may call for further information. A pre-printed door hanger may be used to satisfy VZW's obligations under this Section of this Franchise.

14.4 At least twenty-four (24) hours prior to entering Right-of-Way within ten (10) feet of private property to construct Facilities consisting of digging, trenching, cutting, or other activities that may impact the utilization of the Right-of-Way, VZW shall post a written notice describing the nature and location of the work to be performed adjacent to the affected private property as well as the information listed in Section 13.3 of this Franchise. VZW shall make a good faith effort to comply with the property owner/resident's preferences, if any, regarding the location or placement of Facilities that protrude above the prior ground surface level, if any, consistent with sound engineering practices.

Section 15. Stop Work.

On notice from the City that any work is being conducted contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as reasonably determined by the City, consistent with applicable law, or in violation of the terms of any applicable permit, laws, regulations, ordinances or standards, the work may immediately be stopped by the City. The stop work order shall:

- 15.1 Be in writing;
- 15.2 Be given to the Person doing the work and be posted on the work site;
- 15.3 Be sent to VZW by email at the address given herein, provided the recipient of such email confirms receipt by reply email, which confirmation shall not include an automatic delivery or read receipt;
- 15.4 Indicate the nature of the alleged violation or unsafe condition; and
- 15.5 Establish conditions under which work may be resumed.

Section 16. Emergency Work, Permit Waiver.

In the event of any emergency where any Facilities located in the Right-of-Way are broken or damaged, or if VZW's construction area for their Facilities is in such a condition as to place the health or safety of any person or property in imminent danger, VZW shall immediately take any necessary emergency measures to repair or remove its Facilities without first applying for and obtaining a permit as required by this Franchise. However, this emergency provision shall not relieve VZW from later obtaining any necessary permits for the emergency work. VZW shall apply for the required permits not later than two business days following the emergency work.

Section 17. Recovery of Costs.

VZW shall be subject to all permit fees associated with activities undertaken pursuant to this Franchise or other ordinances of the City. If the City incurs any costs and/or expenses related to approving a permit, license, or franchise, or inspecting plans and construction, VZW shall pay the City's actual, reasonable and documented costs and expenses that are directly related to such costs. In addition, VZW shall promptly reimburse the City for any costs the City reasonably incurs in responding to any emergency involving VZW's Facilities. If the emergency involves the facilities of other utilities operating in the Right-of-Way, then the City will allocate costs among parties involved in good faith. Said costs and expenses shall be paid by VZW within thirty (30) days after receipt of an itemized billing by project of such costs.

Section 18. Dangerous Conditions, Authority for City to Abate.

18.1 Whenever installation, maintenance or excavation of Facilities authorized by this Franchise causes or contributes to a condition that appears to substantially impair the lateral support of the adjoining Right-of-Way, public or private property, or endangers any person, the City may direct VZW, at VZW's expense, to take reasonable actions to resolve the condition or remove the endangerment. Such directive may include compliance within a prescribed time period.

18.2 In the event VZW fails or refuses to promptly take the directed action, or fails to fully comply with such direction or if emergency conditions exist which require immediate action to prevent injury or damages to persons or property, the City may take such actions as it believes are reasonably necessary to protect persons or property and VZW shall reimburse the City for all costs incurred.

Section 19. Safety.

19.1 VZW, in accordance with applicable federal, State, and local safety rules and regulations shall, at all times, employ ordinary care in the installation, maintenance, and repair of its Facilities utilizing methods and devices commonly accepted in their industry of operation to prevent failures and accidents that are likely to cause damage, injury, or nuisance to persons or property.

19.2 All of VZW's Facilities in the Right-of-Way shall be constructed and maintained in a safe and operational condition, in accordance with applicable federal, State, and local safety rules and regulations.

19.3 The City reserves the right to ensure that VZW's Facilities are constructed and maintained in a safe condition. If a violation of any applicable safety regulation is found to exist, the City will notify VZW in writing of said violation and establish a reasonable time for VZW to take the necessary action to correct the violation. If the correction is not made within the established time frame, the City, or its authorized agent, may make the correction. VZW shall reimburse the City for all reasonable costs incurred by the City in correcting the violation.

Section 20. Authorized Activities.

This Franchise is solely for the location, construction, installation, ownership, operation, replacement, repair, maintenance, acquisition, sale, lease, and use of the Telecommunications System and associated Facilities for providing Telecommunications Services. VZW shall obtain a separate franchise for any operations or services other than these authorized activities.

Section 21. Administrative Fee and Utility Tax.

21.1 Pursuant to RCW 35.21.860, the City is precluded from imposing franchise fees upon a telephone business, as defined in RCW 82.16.010, or a Service Provider for use of the Right-of-Way, as defined in RCW 35.99.010, except a utility tax or actual administrative expenses related to the Franchise incurred by the City. VZW does hereby warrant that its operations, as authorized under this Franchise, are those of a Service Provider as defined in RCW 35.99.010.

21.2 VZW shall be subject to a \$5,000 administrative fee for reimbursement of costs associated with the preparation, processing and approval of this Franchise Agreement, including wages, benefits, overhead expenses, meetings, negotiations and other functions related to the approval. The administrative fee excludes normal permit fees required for work in the Right-of-Way. Payment of

the one-time administrative fee is due 30 days after Franchise approval.

21.3 If RCW 35.21.860 is amended to allow collection of a franchise fee, this Franchise Agreement shall be amended to require franchise fee payments.

Section 22. Infeasible Rights of Use. Intentionally Omitted.

Section 23. Indemnification.

23.1 VZW agrees to indemnify, save and hold harmless, and defend the City, its elected officials, officers, authorized agents, boards and employees, acting in official capacity, from and against any liability, damages or claims, costs, expenses, settlements or judgments arising out of, or resulting from VZW's negligence or willful misconduct, or any casualty or accident to Person or property that occurs as a result of any construction, excavation, operation, maintenance, reconstruction or any other act done pursuant to the terms of this Franchise, provided that the City shall give VZW timely written notice of its obligation to indemnify the City.

VZW shall not indemnify the City for any damages, liability or claims resulting from the City's sole negligence, willful misconduct, or breach of obligation of the City, its officers, authorized agents, employees, attorneys, consultants, or independent contractors for which the City is legally responsible, or for any activity or function conducted by any Person other than VZW.

23.2 In the event VZW refuses to undertake the defense of any suit or any claim, after the City's request for defense and indemnification has been made pursuant to the indemnification clauses contained herein, and VZW's refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of VZW, then VZW shall pay all of the City's reasonable costs and reasonable expenses for defense of the action, including reasonable attorneys' fees of recovering under this indemnification clause, as well as any judgment against the City.

Should a court of competent jurisdiction or such other tribunal as the parties agree shall decide the matter, determine that this Franchise is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of VZW and the City, its officers, employees and agents, VZW's liability hereunder shall be only to the extent of VZW's negligence. It is further specifically and expressly understood that the indemnification provided in Section 22 of this Franchise constitutes VZW's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

Section 24. Insurance.

24.1 Insurance Term. VZW shall procure and maintain for the duration of this Franchise, insurance against claims for injuries to persons or damage to property which may arise from or in connection with operations or activities performed by or on VZW's behalf with the issuance of this Franchise.

24.2 No Limitation. VZW's maintenance of insurance as required by this Franchise shall not be construed to limit the liability of VZW to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

24.3 Scope of Insurance. VZW shall obtain insurance of the types and coverage described below:

24.3.1 Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form or its equivalent and shall cover liability arising from premises operations, products-completed operations, and stop-gap liability. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be included as an additional insured as their interest may appear under this Agreement, under VZW's Commercial General Liability insurance policy using ISO Additional Insured-State or Political Subdivisions-Permits CG 20 12 or a substitute endorsement providing at least as broad coverage.

24.3.2 Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form or its equivalent.

24.4 Amounts of Insurance. VZW shall maintain the following insurance limits:

24.4.1 Commercial General Liability insurance shall be written with limits of \$5,000,000 each occurrence for bodily injury and property damage, and \$5,000,000 general aggregate, including \$5,000,000 products-completed operations aggregate limit

24.4.2 Automobile Liability insurance with a combined single limit for bodily injury and property damage of \$5,000,000 per accident.

24.5 Other Insurance Provision. VZW's Commercial General Liability insurance policy shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the VZW's insurance and shall not contribute with it.

24.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

24.7 Verification of Coverage. VZW shall furnish the City with original certificates and a copy of the blanket additional insured endorsements, evidencing the insurance requirements of VZW before the issuance of any permit.

24.8 Notice of Cancellation. Upon receipt of notice from its insurer(s), VZW shall provide the Public Entity with written notice of any policy cancellation, within two business days of their receipt of such notice.

24.9 Failure to Maintain Insurance. Failure on the part of VZW to maintain the insurance as required shall constitute a material breach of the Franchise Agreement entitling the City to Liquidated Damages under Section 29, below, or such other and further relief provided for herein or by law. Alternatively, the City may, after giving thirty (30) days' notice to VZW to correct the breach, immediately terminate the Franchise.

Section 25. Abandonment of VZW's Facilities.

No portion of the Facilities laid, installed, or constructed in the Right-of-Way by VZW may be abandoned by VZW without the express written consent of the City. Any plan for abandonment or

removal of VZW's Facilities must be first approved by the Public Works Director, which shall not be unreasonably withheld or delayed, and all necessary permits must be obtained prior to such work. VZW shall have 120 days after termination or expiration of this Franchise to remove its Facilities from the Right of Way and restore the Right of Way to the condition that existed prior to VZW's use, reasonable wear and tear and casualty excepted.

Section 26. Restoration After Construction.

26.1 VZW shall, after any abandonment approved under Section 25 of this Franchise, or any installation, construction, relocation, maintenance, or repair of Facilities within the Franchise area, restore the Right-of-Way to at least the condition the same was in immediately prior to any such abandonment, installation, construction, relocation, maintenance or repair pursuant to City standards. VZW agrees to promptly complete all restoration work and to promptly repair any damage caused by such work at its sole cost and expense.

26.2 If VZW should fail to leave any portion of the excavation in a condition that meets the City's specifications per the CMC, the City may, on five (5) days' notice to VZW, which notice shall not be required in case of an emergency, cause all commercially reasonable work necessary to restore the excavation to a safe condition. VZW shall pay to the City the reasonable cost of such work; which shall include, among other things, the City's overhead in obtaining completion of said work (provided that in no event shall such overhead exceed 5% of the total costs, fees and expenses of third parties).

26.3 Any surface or subsurface failure occurring during the term of this Agreement caused by any excavation by VZW, normal wear and tear excepted, shall be repaired to the City's specifications, within thirty (30) days, or, upon five (5) days written notice to VZW in the case of work required pursuant to Section 26.2, above, which notice shall not be required in case of an emergency, the City may order all work necessary to restore the damaged area to a safe and acceptable condition and VZW shall pay the reasonable costs of such work to the City, including City overhead (provided that in no event shall such overhead exceed 5% of the total costs, fees and expenses of third parties).

26.4 In the event the work includes cutting and patching existing road surfaces resulting in the degradation of the projected lifespan of the roadway, VZW shall compensate the City for the decrease in the road surface asset life, as estimated by the City Engineer or designee using the City's pavement rating and pavement management software.

26.5 VZW agrees that if any of its actions under the Franchise materially impair or damage any City property, survey monument, or property owned by a third-party, VZW will restore, at its own cost and expense, the impaired or damaged property to the same condition as existed prior to such action. Such repair work shall be performed and completed to the reasonable satisfaction of the Public Works Director.

Section 27. Bond or Letter of Credit.

Before undertaking any of the work, installation, improvements, construction, repair, relocation or maintenance authorized by this Franchise, VZW shall cause to be furnished a bond or Letter of Credit executed by a corporate surety or financial institution eligible to do business in the State of Washington, in a sum to be set and approved by the Director of Public Works, consistent with the provisions of the CMC or as otherwise allowed by law, as sufficient to ensure performance of VZW's obligations under this Franchise. The bond shall be conditioned so that VZW shall observe all the covenants, terms and conditions and faithfully perform all of the obligations of this Franchise, and to erect or replace any defective work or materials discovered in the replacement of the City's streets or property within a period of two years from the date of the replacement and acceptance of

such repaired streets by the City. VZW may meet the obligations of this Section of this Franchise with one or more bonds reasonably acceptable to the City. In the event that a bond issued pursuant to this Section of this Franchise is canceled by the surety, after proper notice and pursuant to the terms of said bond, VZW shall, prior to the expiration of said bond, procure a replacement bond which complies with the terms of this Section of this Franchise.

Section 28. Recourse Against Bonds and Other Security.

So long as the bond is in place, it may be utilized by the City as provided herein for reimbursement of the City by reason of VZW's failure to pay the City for actual costs and expenses incurred by the City to make emergency corrections under Section 17 of this Franchise, to correct Franchise violations not corrected by VZW after notice, and to compensate the City for monetary remedies or damages reasonably assessed against VZW due to material default or violations of the requirements of City ordinances.

28.1 In the event VZW has been declared to be in default of a material provision of this Franchise by the City and if VZW fails, within thirty (30) days after VZW's receipt of default notice, to pay the City any penalties, or monetary amounts, or fails to perform any of the conditions of this Franchise, or fails to begin to perform any condition that may take more than 30 days to complete, the City may thereafter obtain from the bond, after a proper claim is made to the surety, an amount sufficient to compensate the City for its damages. Upon such withdrawal from the bond, the City shall notify VZW in writing, by First Class Mail, postage prepaid, of the amount withdrawn and date thereof.

28.2 Thirty (30) days after the City's mailing of notice of the bond forfeiture or withdrawal authorized herein, VZW shall deposit such further bond, or other security, as the City may require, which is sufficient to meet the requirements of this franchise.

28.3 The rights reserved to the City with respect to any bond are in addition to all other rights of the City, whether reserved by this Ordinance or authorized by law, and no action, proceeding, or exercise of a right with respect to any bond shall constitute an election or waiver of any rights or other remedies the City may have.

Section 29. Liquidated Damages.

29.1 The City and VZW recognize the delays, expense and unique difficulties involved in proving in a legal proceeding the actual loss suffered by the City as a result of VZW's breach of certain provisions of this Franchise. Accordingly, instead of requiring such proof, the City and VZW agree that VZW shall pay to the City, the sum set forth below for each day or part thereof that VZW shall be in breach of specific provisions of this Franchise. Such amount is agreed to by both parties as a reasonable estimate of the actual damages the City would suffer in the event of VZW's breach of such provisions of this Franchise.

29.1.1 Subject to the provision of written notice to VZW and a thirty (30) day right to cure period, the City may assess against VZW liquidated damages as follows: two hundred dollars (\$200.00) per day for any material breach as specified in this Franchise.

29.1.2 The City shall provide VZW a reasonable extension of the thirty (30) day right to cure period described in Section 28.1 of this Franchise if VZW has commenced work to cure the violation, is diligently and continuously pursuing the cure to completion and requested such an extension, provided

that any such cure is completed within one hundred and twenty (120) days from the written notice of default.

29.1.3 If liquidated damages are assessed by the City, VZW shall pay any liquidated damages within forty-five (45) days after they are assessed and billed.

29.1.4 In the event VZW fails to cure within the specified cure period, or any agreed upon extensions thereof, liquidated damages accrue from the date the City notifies VZW that there has been a violation.

29.2 The recovery of amounts under Section 29 of this Franchise shall not be construed to limit the liability of VZW under the Franchise or an excuse for unfaithful performance of any obligation of VZW. Similarly, the parties agree imposition of liquidated damages are not intended to be punitive, but rather, for City cost recovery purposes.

Section 30. Remedies to Enforce Compliance.

In addition to any other remedy provided herein, the City and VZW each reserve the right to pursue any remedy to compel the other to comply with the terms of this Franchise, and the pursuit of any right or remedy by a party shall not prevent such party from thereafter declaring a breach or revocation of the Franchise.

Section 31. Modification.

The City and VZW hereby reserve the right to alter, amend or modify the terms and conditions of this Franchise upon written agreement of both parties to such amendment. City agreement shall be binding only upon City Council approval of any substantive alteration, amendment or modification of this Agreement.

Section 32. Force Majeure.

This Franchise shall not be revoked, nor shall VZW be liable for damages, due to any act or omission that would otherwise constitute a violation or breach that occurs without fault of VZW or occurs as a result of circumstances beyond VZW's reasonable control. Provided, however, VZW acts diligently to correct any such act or omission.

Section 33. City Ordinances and Regulations.

Nothing herein shall be deemed to direct or restrict the City's ability to adopt and enforce all necessary and appropriate lawful ordinances regulating the performance of the conditions of this Franchise, including any reasonable lawful ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to control, by appropriate lawful regulations, the location, elevation, and manner of construction and maintenance of any fiber optic cable or of other Facilities by VZW. VZW shall promptly conform to all such regulations, unless compliance would cause VZW to violate other requirements of law.

Section 34. Acceptance/Liaison.

VZW's written acceptance shall include the identification of an official liaison who will act as the City's contact for all issues regarding this Franchise. VZW shall notify the City of any change in the identity of its liaison. VZW shall accept this Franchise in the manner hereinafter provided in Section 43 of this Franchise.

Section 35. Survival.

All of the provisions, conditions and requirements of Sections 10, Relocation of Facilities; 13, Excavation And Notice Of Entry; 17, Dangerous Conditions; 22, Indemnification; 24, Abandonment of VZW's Facilities; and 25, Restoration After Construction, of this Franchise shall be in addition to any and all other obligations and liabilities VZW may have to the City at common law, by statute, or by contract, and shall survive the City's Franchise to VZW and any renewals or extensions thereof. All of the provisions, conditions, regulations and requirements contained in this Franchise Ordinance shall further be binding upon the heirs, successors, executors, administrators, legal representatives and assigns of the parties and all privileges, as well as all obligations and liabilities of each party shall inure to its heirs, successors and assigns equally as if they were specifically mentioned wherever such party is named herein.

Section 36. Severability.

If any section, sentence, clause or phrase of this Franchise Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Franchise Ordinance. In the event that any of the provisions of this Franchise Ordinance or of this Franchise are held to be invalid by a court of competent jurisdiction, the City reserves the right to reconsider the grant of this Franchise and may amend, repeal, add, replace or modify any other provision of this Franchise Ordinance or of the Franchise granted herein, or may terminate this Franchise.

Section 37. WUTC Tariff Filings, Notice Thereof.

If VZW intends to file, pursuant to RCW Chapter 80.28, with the Washington Utilities and Transportation Commission (WUTC), or its successor, any tariff affecting the City's rights arising under this Franchise, VZW shall provide the City with fourteen (14) days prior written notice.

Section 38. Binding Acceptance.

This Franchise shall bind and benefit the parties hereto and their respective successors and assigns.

Section 39. Assignment.

39.1 This Franchise shall not be sold, transferred, assigned, or disposed of in whole or in part either by sale or otherwise, without the written approval of the City. The City's approval shall not be unreasonably withheld or delayed. Any reasonable costs associated with the City's review of any transfer proposed by VZW shall be reimbursed to the City by the new prospective Franchisee, if the City approves the transfer, or by VZW if said transfer is not approved by the City.

39.2 Notwithstanding the foregoing, VZW may assign this Franchise, or its rights or obligations to any person or entity controlling, controlled by, or under common control with VZW as of the date of such assignment. VZW shall provide notice of any such assignment to the City.

Section 40. Alternate Dispute Resolution.

If the City and VZW are unable to resolve disputes arising from the terms of the Franchise granted herein, prior to resorting to a court of competent jurisdiction, the parties shall submit the dispute to an alternate dispute resolution process in Clark County agreed to by the parties. Unless otherwise agreed between the parties or determined herein, the cost of that process shall be shared equally.

Section 41. Venue.

If alternate dispute resolution is not successful, the venue for any dispute related to this Franchise shall be the United States District Court for the Western District of Washington, or Clark County Superior Court.

Section 42. Entire Agreement.

This Franchise constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon execution and acceptance hereof.

Section 43. Notice.

Any notice required or permitted under this Franchise shall be in writing, and shall be delivered personally, delivered by a nationally recognized overnight courier, or sent by registered or certified mail, return receipt requested, to the other party at the address listed below. If such notice, demand or other communication shall be served personally, service shall be conclusively deemed made at the time of such personal service. If such notice, demand or other communication is given by overnight delivery, it shall be conclusively deemed given the day after it was sent to the party to whom such notice, demand or other communication is to be given. If such notice, demand or other communication is given by mail, it shall be conclusively deemed given three (3) days after it was deposited in the United States mail addressed to the party to whom such notice, demand or other communication is to be given.

If to the City, the notice shall be sent to:

City of Camas
City Administrator
616 NE 4th Avenue
Camas, WA 98607

If to VZW, the notice shall be sent to:

Cellco Partnership
d/b/a VERIZON WIRELESS
Attn: Network Real Estate
180 Washington Valley Road
Bedminster, New Jersey 07921

with a copy to:

Cellco Partnership
d/b/a VERIZON WIRELESS
Attn: Pacific Market General Counsel
15505 Sand Canyon Avenue
Irvine, CA 92618

Either party can alter their official address for notifications provided in this Section of this Franchise by providing the other party written notice thereof.

Section 44. Directions to City Clerk.

The City Clerk is hereby directed to publish this Ordinance in full and forward certified copies of this ordinance to VZW. VZW shall have thirty (30) days from receipt of the certified copy of this ordinance to execute this Franchise Agreement. If VZW fails to execute this Franchise in accordance with the above provisions, this Franchise shall be null and void.

Section 45. Publication Costs.

VZW shall reimburse the City for the cost of publishing this Franchise ordinance within thirty (30) Days of receipt of the City's invoice.

Section 46. Effective Date.

This ordinance shall take effect and be in full force five (5) Days after the date of publication.

VZW

City

Cellco Partnership d/b/a
Verizon Wireless, a Delaware limited liability
company

City of Camas,
a Washington Municipal Corporation

By: _____
Name: _____
Title: _____

_____ by Barry McDonnell, Mayor

PASSED BY THE CITY COUNCIL ON _____, 2020.

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

**LICENSE AGREEMENT FOR
WIRELESS INSTALLATIONS ON PUBLIC STRUCTURES**

This License Agreement For Wireless Installations on Public Structures (“Agreement”) is made and entered into as of the Effective Date by and between the City of Camas (“Licensor”) and Celco Partnership d/b/a Verizon Wireless (“Licensee”).

RECITALS

WHEREAS, Licensee seeks to attach Wireless Installations to certain Structures and to utilize certain Infrastructure upon the terms and conditions set forth below;

WHEREAS, Licensor is willing to accommodate Licensee’s non-exclusive use of such Structures and Infrastructure in accordance with Laws and the terms and conditions of this Agreement; and

WHEREAS, concurrently with the execution of this Agreement, Licensor and Licensee are entering into a Franchise Agreement pursuant to which Licensee may construct, maintain, operate, replace and repair wireless communications facilities in, along, under, through and below Licensor’s public rights-of-way; and

WHEREAS, any capitalized terms in this Agreement shall have the meaning ascribed to them in Exhibit 1 attached hereto and incorporated herein by reference.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, receipt of which is hereby conclusively acknowledged, the Parties agree as follows:

1. GRANT OF LICENSE

1.1 Grant of License. To the extent not already governed by Laws, Licensor hereby grants Licensee a license for Licensee’s use of the Licensed Site as necessary to utilize, replace or upgrade Licensor’s Structures and Infrastructure, as provided herein and as provided in the individual Site License Agreements signed by the Parties pursuant to this Agreement. The license granted herein is revocable only in accordance with the terms and conditions of the Agreement. No use of Licensor’s Structures or Infrastructure under this Agreement shall create or vest in Licensee any ownership or property rights in such Structures or Infrastructure. Nothing in this Agreement grants Licensee the right to make any Wireless Installation, or to install other facilities, including Wireless Installations, that do not conform to this Agreement.

1.2. Permitted Use. Licensee may use Licensor’s Structures and Infrastructure for the Permitted Use, subject to the terms and conditions of this Agreement.

2. TERM

2.1 Agreement Term. This Agreement shall commence as of the Effective Date, and, if not lawfully terminated sooner, remain in full force and effect for the Agreement Initial Term. The Agreement will be automatically extended for three (3) successive five (5) year renewal terms, unless: (i) Licensee provides Licensor written notice of termination at least ninety (90) days prior to the expiration of the Agreement Initial Term or the then applicable renewal term, as the case may be, or (ii) with respect to the second renewal term or third renewal term, Licensor provides Licensee notice of its intent not to renew at least three hundred sixty five (365) days prior to the expiration of the first renewal term or second renewal term, as the case may be.

2.2 Site License Agreement Term.

(a) The initial term for each individual Site License Agreement shall commence on the Commencement Date and shall be for the Site License Initial Term. Promptly following Licensee’s receipt of Licensor’s written request, the Parties shall confirm in an Acknowledgment the Commencement Date and expiration date of the Site License Initial Term.

(b) Each Site License Agreement shall be automatically extended for up to three (3) successive Site License Renewal Terms unless Licensee notifies Licensor in writing of Licensee’s intent

not to renew the Site License at least thirty (30) days prior to the expiration of the Site License Initial Term or the then applicable Site License Renewal Term, as the case may be.

(c) Notwithstanding anything herein, no Site License Agreement which was signed during the Term of the Agreement shall survive beyond the expiration or earlier termination of this Agreement, it being the intent of the parties that each Site License Agreement shall be coterminous with this Agreement, and upon the expiration or earlier termination of this Agreement, Licensee shall submit to Licensor for its review and approval, which shall not be unreasonably withheld or delayed, Licensee's plan for abandonment or removal its Wireless Installations then attached to Licensor's Structures.

3. CHARGES, BILLING AND PAYMENT

3.1 Annual Fee.

(a) Licensee shall pay Licensor a Fee of Two Hundred Seventy and No/100 Dollars (\$270.00) per Wireless Installation located in Licensor's right-of-way for each year of the Site License Term. The Fee is per Wireless Installation, and includes all Structure, Infrastructure, appurtenant equipment and facilities used in connection with each Wireless Installation. Except in the event of a voluntary termination of a Site License Agreement pursuant to Section 13.4(b) below, the Fee will be prorated for any partial year based on a 360-day calculation.

(b) The Fee may be revised once per calendar year to an amount that is calculated pursuant to the terms and conditions of the FCC 2018 Order, calculated pursuant to a cost study which has been reviewed, adopted and approved by Licensor's City's Council and is not subject to further appeals or subject to a complaint before a competent regulatory agency or court. After the revised Fee is final as described in the preceding sentence, Licensor shall provide Notice to Licensee of the Fee in accordance with the notice requirements of this Agreement. The Fee payable under this Agreement will adjust to Licensor's Cost starting with Fee payments that are due at least 90 days after the date of such notice.

(c) Licensor hereby represents and warrants as of the date hereof and covenants and agrees from and after the date hereof that none of the rates or fees offered to any other entity with respect to Wireless Installations is or will be more favorable than the Fee under this Agreement. If Licensor agrees to a rate or fee that is more favorable than the Fee under this Agreement, Licensee shall be entitled under this Agreement to such rate or fee on and after the date such rate or fee becomes effective.

3.2 Timing of Payment. Licensee shall make the first payment of the Fee under any Site License Agreement within ninety (90) days of the full execution of the Acknowledgment. Thereafter, the Fee shall be paid on or before each anniversary of the Commencement Date during the Site License Term.

3.3 Billing and Payment Generally. All bills and other requests for payment to Licensor under this Agreement (other than the payment of the Fee) shall be presented in writing to Licensee and accompanied with reasonable substantiation of the costs incurred by Licensor. Properly presented invoices shall be paid by Licensee within ninety (90) days of receipt of invoice accompanied by such substantiation. All charges payable under this Agreement shall be billed by Licensor within one (1) year from the end of the calendar year in which the charges were incurred. Any charges beyond such period shall not be billed by Licensor, and shall not be payable by Licensee.

4. SITE LICENSE PROCESS

4.1 Site License Application. Subject to Section 4.4 below, before installing any new or additional Wireless Installation onto any Structure or utilizing any Infrastructure, Licensee shall apply for a Site License Agreement from Licensor using a Site License Application in the form attached as Exhibit 2. Licensee will identify in the Site License Application any Licensor Work it believes needs to be performed in connection with Licensee's use of the Structure and/or Infrastructure.

4.2 Processing of Site License Application. Unless Laws provide otherwise, Licensor will take reasonable steps to notify Licensee of the specific deficiencies in any Site License Application within ten (10) days of its submission. If an application is deemed incomplete, the review timeframe will pause until

the missing information is submitted. Licensor approve or reject each Site License Application within sixty (60) days of its submission for sites that have existing Poles, and ninety (90) days for Sites that do not have an existing Pole. Licensor may, on Technical Grounds, deny all or part of a Site License Application, or limit the number and/or technical characteristics (*e.g.*, weight or size) of any Wireless Installation on any Structure or Infrastructure. In the event Licensor determines, based upon Technical Grounds, that inadequate space or structural capacity exists on its Structure(s) or inadequate space or capacity exists on its Infrastructure to accommodate any proposed Wireless Installation, Licensee may elect to have such Structure(s) replaced or upgraded as part of Licensor Work or such Infrastructure replaced or upgraded as part of Licensor Work, at Licensee's sole expense, with Structure(s) or Infrastructure with adequate space and structural capacity to accommodate the proposed Wireless Installation. In the event of rejection on Technical Grounds of a Site License Application, Licensor shall provide a written explanation to Licensee of the basis for the rejection. In the event that Licensor approves Licensee's Site License Application, then the Parties shall promptly proceed in good faith to sign and deliver a Site License Agreement for the Wireless Installation in the form attached as Exhibit 3 fully consistent with Licensor's approval of the Site License Application.

4.3 Consolidated Site License Application. For small cell networks involving Wireless Installations on multiple Structures and/or Infrastructure, Licensee may, in its discretion, file a consolidated application for utilization of multiple Structures and Infrastructure, and upon approval by Licensor, the Parties shall enter into a separate Site License Agreement for each approved Structure and/or Infrastructure location.

4.4 Modifications and Replacements. Except for any Wireless Installation installed upon a decorative Structure or upon a Structure located within either a scenic or historic district, subsequent to the original Wireless Installation approved by Licensor, Licensee may, without submitting a new Site License Application, modify or replace all or a portion of the Wireless Installation so long as such modification or replacement (a) results in the installation of equipment within the spaces designated or depicted in the Site License Application and (b) the resulting installation does not increase the load on the applicable Structure or the utilization of the Infrastructure beyond the loading or utilization, if any, that was established in the original Site License Application. Licensee shall still be required to notify the Licensor of the work and obtain any other permits required by the Camas Municipal Code to complete the work.

4.5 Pre-Approved Wireless Installations. Once a Wireless Installation design has become a Pre-Approved Wireless Installation for Licensee's use of a Structure and/or Infrastructure, then Licensee shall be allowed to install a Wireless Installation using any such Pre-Approved Wireless Installation without further land use review or approval by Licensor, subject to space and structural capacity and loading review by Licensor during the building permit review process. All other municipal reviews and approvals, including the execution of a Site License Agreement, building permits and right of way permits, shall apply to the installation of any Pre-Approved Wireless Installation.

4.6 Additional License and Permits Required by Camas Municipal Code. To the extent not in contravention of any applicable Law, Wireless Installations will be installed, operated and maintained by or on behalf of Licensee in accordance with applicable provisions of the Camas Municipal Code regulating wireless communications facilities. Licensee or its designee may be required to apply for and obtain additional permits from the Licensor, including but not limited to a permit issued by the Licensor for work performed within the rights-of-way, prior to Licensor issuing a Site License Agreement. Execution of this Agreement or any Site License Agreement does not constitute the issuance of a Permit.

5. LICENSOR WORK FOR STRUCTURES AND INFRASTRUCTURE

5.1 Licensor Work. At the time of approving the Site License Application, Licensor will advise Licensee whether Licensor is willing to perform Licensor Work identified in the Site License Application. If Licensor indicates it is willing to perform the Licensor Work, Licensor will provide Licensee with a Licensor Work Cost Estimate within fourteen (14) days of Licensor authorizing the Site License Agreement in accordance with Section 4.2, unless Laws provide a different deadline. Licensee shall have

sixty (60) days from the receipt of such a Licensor Work Cost Estimate to accept the estimate, unless Laws provide a different deadline.

5.2 Licensor Work Timeline. Licensor will begin Licensor Work promptly after it has received Licensee's Approved Licensor Work Cost Estimate and full payment thereof and complete all Licensor Work within sixty (60) days thereafter. If Licensor does not indicate that it is willing to perform the Licensor Work, Licensee may perform the Licensor Work itself.

5.3 Licensor Work Reconciliation. If the actual and reasonable costs incurred by Licensor in completing a Licensor Work exceed the pre-paid Approved Licensor Work Cost Estimate, Licensee shall pay Licensor the shortfall amount of such costs within ninety (90) days of receipt of the invoice accompanied by reasonable substantiation. If such Licensor Work costs are less than the pre-paid Approved Licensor Work Cost Estimate, Licensor will refund the excess Licensor Work payment to Licensee within ninety (90) days following completion of the Licensor Work. No interest shall accrue on any Licensee overpayment or underpayment for Licensor Work

5.4 Costs To Rearrange/Adjust Facilities of Others. If a Person, other than Licensor, must rearrange or adjust any of its facilities to accommodate a new Wireless Installation, Licensee shall coordinate such activity at Licensee's sole expense; provided, however, that Licensee shall not be responsible for any third-party or Licensor costs necessary to correct third party or Licensor attachments that are non-compliant with Laws.

6. GENERAL LICENSEE OBLIGATIONS

6.1 Technical Requirements and Specifications. At its own expense, Licensee shall erect, install, repair and maintain its Wireless Installations in safe condition and good repair in accordance with (a) the requirements and specifications of Safety Codes; (b) Licensor's reasonable standards, and (c) any current or future rules or orders of the FCC, the State public utility commission, or any other federal, state or local authority having jurisdiction. Changes to the requirements, specifications, standards, rules and orders in subsections (a), (b) and (c) shall not apply retroactively unless required by Laws, and Licensor shall give at least sixty (60) days' written notice of changes to the standards in subsection (c).

6.2 No Liens. Licensee will not allow to exist any lien with respect to any Structure or Infrastructure or other Licensor property or facility resulting from any work performed by or on behalf of Licensee pursuant to this Agreement, or any act or claim against Licensee or any of its contractors, agents, or customers. Licensee will, at its sole expense, promptly bond or otherwise discharge any such lien within sixty (60) days of receipt of written notice from Licensor of the existence of such lien.

6.3 Worker Qualifications; Responsibility for Agents and Contractors. Each Party shall ensure that its employees, agents or contractors who perform work in furtherance of this Agreement are adequately trained and skilled to access Structures and Infrastructure in accordance with all applicable industry and governmental standards and regulations.

7. UTILITIES.

Licensee shall install or cause to be installed a separate electric meter on a ground mounted pedestal or on Licensee's pad mounted equipment cabinet as required by the electric provider for the operation of its Equipment. Licensee shall be responsible for paying all charges for any electricity furnished by a utility Licensee furnishing service to the Equipment.

8. OPERATION AND MAINTENANCE

8.1 RF Emissions. Licensee's operation of its Wireless Installations will comply with all FCC regulations regarding RF emissions and exposure limitations. Licensee is allowed to install signage and other mitigation, such as a power cut-off switch on Structures, to allow workers and third parties to avoid excess exposure to RF emissions. Except in an Emergency, Licensor's authorized field personnel will contact Licensee's designated point of contact with reasonable advance notice, but in no event less than one (1) business day in advance, to inform Licensee of the need for a temporary power-shut-down. In the event of an unplanned outage or cut-off of power or an Emergency, the power-down will be performed with such

advance notice as practicable. Once the work has been completed and the worker(s) have departed the exposure area, the party who accomplished the power-down shall restore power and inform Licensee as soon as possible that power has been restored. The Parties acknowledge that they understand the vital nature of Licensee's Wireless Installations and agree to limit the frequency of power-downs and to restore power as promptly as much as reasonably possible.

8.2 Interference.

(a) Licensee will operate its Wireless Installations in compliance with all FCC regulations regarding Interference with the radio signal transmissions of Licensor and other third parties in or upon a Structure, which transmissions are operated in compliance with Laws.

(b) Licensor will not grant after the date of this Agreement a permit, license or any other right to any third party if, at the time such third party applies to use a Structure or Infrastructure, Licensor knows that such third party's use will cause Interference with the Licensee's existing Wireless Installations, Licensee's use of the Structure or Infrastructure, or Licensee's ability to comply with the terms and conditions of this Agreement.

(c) Licensor will not, nor will Licensor permit its employees, invitees, agents or independent contractors to intentionally cause Interference with Licensee's existing Wireless Installations, Licensee's use of the Structure or Infrastructure, or Licensee's ability to comply with the terms and conditions of this Agreement. If Licensee reasonably determines that Interference is occurring, then Licensor will meet and confer with Licensee within five (5) days of Licensor's receipt of notice of Interference from Licensee, and otherwise diligently work in good faith with Licensee to determine the root cause of the Interference and to develop workable solutions to resolve the Interference in a mutually acceptable manner.

9. RELOCATION AND ABANDONMENT

9.1 Licensee agrees and covenants at no cost to Licensor, to relocate its Wireless Installations when requested to do so by Licensor for a public project, provided that, Licensee shall in all such cases have the privilege, upon approval by Licensor, to temporarily bypass, in the authorized portion of the same right of way any Wireless Installations required to be relocated.

9.2 If Licensor determines that a public project necessitates the relocation of Licensee's existing Wireless Installations, Licensor shall:

(a) At least seventy-five (75) days prior to the commencement of such project, provide Licensee with written notice of known Wireless Installations requiring such relocation; and

(b) Provide Licensee with copies of any plans and specifications pertinent to the requested relocation and a proposed temporary or permanent relocation for Licensee's Wireless Installations.

(c) Meet with Licensee, if requested, within five (5) business days to discuss the scope, requirements and challenges of the relocation work, and to discuss any possible alternatives to the relocation as permitted in Section 9.4, below.

9.3 After receipt of such notice and such plans and specifications and meeting, Licensee shall complete relocation of its Wireless Installations at no charge or expense to Licensor at least ten (10) days prior to commencement of the project.

9.4 Licensee may, after receipt of written notice requesting a relocation of its Wireless Installations, submit to Licensor written alternatives to such relocation. Licensor shall evaluate such alternatives and advise Licensee in writing as soon as practicable if any of the alternatives is suitable to accommodate the work that otherwise necessitates the relocation of the Wireless Installations. If so requested by Licensor, Licensee shall submit additional information to assist Licensor in making such evaluation.

Licensor shall give each alternative proposed by Licensee as full and fair a consideration as the project schedule will allow. In the event Licensor ultimately determines that there is no other reasonable alternative, Licensee shall relocate its Wireless Installations as directed by Licensor and in accordance with this Section 9 of this Agreement.

9.5 Licensor will notify Licensee as soon as practical of any Wireless Installations that are not identified during the design of the public project, but are discovered during the course of construction and need to be relocated. Licensee will work with Licensor to design and complete a relocation to facilitate the completion of the public project with minimum delay.

9.6 Failure to complete a relocation requested by Licensor in accordance with this Section 9 of this Agreement by the date included in the notice provided for thereby may subject Licensee to liquidated damages as provided in Section 14 of this Agreement, except in the event Licensee suffers a force majeure or other event beyond its reasonable control. Alternatively, should Licensor's project be delayed as a result of Licensee's failure to complete a relocation requested in accordance with this Section 9 of this Agreement and provided Licensee has not suffered a force majeure or other event beyond its reasonable control, then Licensor may, at Licensee's sole expense, have the Wireless Installations relocated by Licensor's contractor. In such event, Licensee shall pay the cost of relocation within 30 days of submission of an invoice by Licensor. This Section shall only apply if applied in a non-discriminatory manner and it is necessary for all Wireless Installations and appurtenances to be moved in the same location.

9.7 The provisions of this Section of this Agreement shall in no manner preclude or restrict Licensee from making any arrangements it may deem appropriate when responding to a request for relocation of its Wireless Installations by any person other than Licensor, where the improvements to be constructed by said person are not or will not become Licensor-owned, operated or maintained, provided that such arrangements do not unduly delay a Licensor construction project. The provisions of this Agreement are subject to RCW 35.99.060. In the event of a conflict between the provisions of this Agreement and the RCW, the RCW shall control.

9.8 Licensee recognizes the need for Licensor to maintain adequate width for installation and maintenance of sanitary sewer, water and storm drainage utilities owned by Licensor and other public utility providers. Thus, Licensor reserves the right to maintain clear zones within the public right of way for installation and maintenance of said utilities. The clear zones for each right of way segment shall be noted and conditioned with the issuance of each right of way permit. If adequate clear zones are unable to be achieved on a particular right of way, Licensee shall locate in an alternate right of way, obtain easements from private property owners, or propose alternate construction methods which maintain and/or enhance the existing clear zones.

9.9 No portion of the Wireless Installations attached to the Structures or Infrastructure by Licensee may be abandoned by Licensee without the express written consent of Licensor. Any plan for abandonment or removal of Licensee's Wireless Installations must be first approved by the Public Works Director, which shall not be unreasonably withheld or delayed, and all necessary permits must be obtained prior to such work.

10. INSURANCE

10.1 Insurance Term. Licensee shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may be caused, in whole or in part, by operations or activities performed by or on Licensee's behalf with the issuance of this Agreement.

10.2 No Limitation. Licensee's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Licensee to the coverage provided by such insurance, or otherwise limit Licensor's recourse to any remedy available at law or in equity.

10.3 Scope of Insurance. Licensee shall obtain insurance of the types and coverage described below:

(a) Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form or its equivalent, and shall cover liability caused, in whole or in part, by operations, products-completed operations, and contractual liability. There shall be no specific exclusion for liability arising from explosion, collapse or underground property damage. Licensors shall be included as an additional insured under Licensee's Commercial General Liability insurance policy using ISO Additional Insured-State or Political Subdivisions-Permits CG 20 12 or a substitute endorsement providing at least as broad coverage.

(b) Automobile Liability insurance if vehicles will be used in the performance of this contract, covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form or its equivalent.

10.4 Amounts of Insurance. Licensee shall maintain the following insurance limits:

(a) Commercial General Liability insurance shall be written with limits of \$5,000,000 each occurrence for bodily injury and property damage, \$5,000,000 general aggregate and a \$5,000,000 products-completed operations aggregate limit.

(b) Automobile Liability insurance with a combined single limit for bodily injury and property damage of \$5,000,000 per accident.

10.5 Other Insurance Provision. Licensee's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect Licensors. Any Insurance, self-insurance, or self-insured pool coverage maintained by Licensors shall be excess of the Licensee's insurance and shall not contribute with it.

10.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A-:VII.

10.7 Verification of Coverage. Licensee shall furnish Licensors with original certificates and a copy of the amendatory endorsements, including the additional insured endorsement, evidencing the insurance requirements of Licensee before issuance of the Permit.

10.8 Notice of Cancellation. Licensee shall provide Licensors with written notice of any required policy cancellation or nonrenewal that is not replaced, within two business days of their receipt of such notice.

10.9 Failure to Maintain Insurance. Failure on the part of Licensee to maintain the insurance as required shall constitute a material breach of the Agreement entitling Licensors to Liquidated Damages under Section 14, below, or such other and further relief provided for herein or by law. Alternatively, Licensors may, after giving thirty (30) days' notice to Licensee to correct the breach, immediately terminate this Agreement.

11. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES SUFFERED BY THE OTHER PARTY OR BY ANY CUSTOMER OR ANY PURCHASER OF SUCH PARTY OR ANY OTHER PERSON, FOR LOST PROFITS OR OTHER BUSINESS

INTERRUPTION DAMAGES, WHETHER BY VIRTUE OF ANY STATUTE, IN TORT OR IN CONTRACT, EXCEPT THAT THE EXPRESS INDEMNIFICATION OBLIGATIONS MADE BY THE PARTIES IN SECTION 12 OF THIS AGREEMENT SHALL STILL APPLY.

12. INDEMNIFICATION

12.1 Licensee agrees to indemnify, save and hold harmless, and defend Licensor, its elected officials, officers, authorized agents, boards and employees, acting in official capacity, from and against any liability, damages or claims, costs, expenses, settlements or judgments arising out of, or resulting from the granting of this Agreement or Licensee's activities, or any casualty or accident to person or property that occurs as a result of any construction, excavation, operation, maintenance, reconstruction or any other act done pursuant to the terms of this Agreement, provided that Licensor shall give Licensee timely written notice of its obligation to indemnify Licensor. Licensee shall not indemnify Licensor to the extent any damages, liability or claims result from Licensor's negligence, willful misconduct, or breach of obligation of Licensor, its officers, authorized agents, employees, attorneys, consultants, or independent contractors for which Licensor is legally responsible, or for any activity or function conducted by any person other than Licensee.

12.2 In the event Licensee refuses to undertake the defense of any suit or any claim, after Licensor's request for defense and indemnification has been made pursuant to the indemnification clauses contained herein, and Licensee's refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Licensee, then Licensee shall pay all of Licensor's reasonable costs and reasonable expenses for defense of the action, including reasonable attorneys' fees of recovering under this indemnification clause, as well as any judgment against Licensor.

Should a court of competent jurisdiction or such other tribunal as the parties agree shall decide the matter, determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Licensee and Licensor, its officers, employees and agents, Licensee's liability hereunder shall be only to the extent of Licensee's negligence. It is further specifically and expressly understood that the indemnification provided in Section 12 of this Agreement constitutes Licensee's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

13. DEFAULT AND TERMINATION

13.1 Licensee's Default and Licensor's Remedies. If Licensee does not cure its Default, then thereafter Licensor may elect any of the following remedies:

- (a) suspend Licensee's access to the Structure or Infrastructure to which the Default pertains;
- (b) terminate the specific Site License Agreement(s) or affected portion thereof covering the Structure(s) or Infrastructure to which the Default pertains;
- (c) require Licensee's obligation to which the Default has been declared to be specifically performed; or
- (d) maintain an action at law against Licensee for damages directly incurred by Licensor arising directly from Licensee's uncured Default.

13.2 Licensor's Default and Licensee's Remedies. If Licensor does not cure its Default, then thereafter, Licensee may elect to pursue any rights or remedies available to Licensee at law or in equity.

13.3 Voluntary Termination of Site License Agreement.

(a) A Site License Agreement may be terminated by Licensee for any reason or no reason, and without further liability to Licensee, at any time prior to the Commencement Date effective upon written notice to Licensors.

(b) A Site License Agreement may be terminated by Licensee after the Commencement Date for any reason or no reason effective upon the later of (i) thirty (30) days' following written notice to Licensors and (ii) the date of removal of the Wireless Installation. In the event Licensee has paid a Fee to Licensors for the use of the Licensed Site, then Licensors shall have the right to retain the Fee without refund or other credit to Licensee.

14. LIQUIDATED DAMAGES.

14.1 Licensors and Licensee recognize the delays, expense and unique difficulties involved in proving in a legal proceeding the actual loss suffered by Licensors as a result of Licensee's breach of certain provisions of this Agreement. Accordingly, instead of requiring such proof, Licensors and Licensee agree that Licensee shall pay to Licensors, the sum set forth below for each day or part thereof that Licensee shall be in breach of specific provisions of this Agreement. Such amount is agreed to by both parties as a reasonable estimate of the actual damages Licensors would suffer in the event of Licensee's breach of such provisions of this Agreement.

(a) Subject to the provision of written notice to Licensee and a thirty (30) day right to cure period, Licensors may assess against Licensee liquidated damages as follows: two hundred dollars (\$200.00) per day for any material breach of the Agreement.

(b) Licensors shall provide Licensee a reasonable extension of the thirty (30) day right to cure period described in Section 14.1(a) of this Agreement if Licensee has commenced work to cure the violation, is diligently and continuously pursuing the cure to completion and requested such an extension, provided that any such cure is completed within one hundred and twenty (120) days from the written notice of default.

(c) If liquidated damages are assessed by Licensors, Licensee shall pay any liquidated damages within forty-five (45) days after they are assessed and billed.

(d) In the event Licensee fails to cure within the specified cure period, or any agreed upon extensions thereof, liquidated damages accrue from the date Licensors notifies Licensee that there has been a violation.

14.2 The recovery of amounts under Section 14.1(a) of this Agreement shall not be construed to limit the liability of Licensee under the Agreement or an excuse for unfaithful performance of any obligation of Licensee. Similarly, the parties agree imposition of liquidated damages are not intended to be punitive, but rather, for Licensors cost recovery purposes.

15. CASUALTY. In the event of damage to a Structure and/or Infrastructure due to a Casualty Event that cannot reasonably be expected to be repaired within forty-five (45) days following such Casualty Event or which Licensors elects not to repair, or if such Casualty Event is reasonably be expected to disrupt Licensee's operations on the Structure and/or Infrastructure for more than forty-five (45) days, then Licensee may, at any time following such Casualty Event; (i) terminate the applicable Site License Agreement or affected portion thereof upon fifteen (15) days' written notice to Licensors; (ii) place a temporary facility, if feasible, at a location equivalent to Licensee's current use of the Structure and/or Infrastructure, as the case may be, until such time as the Structure and/or Infrastructure is restored and the Wireless Installation is returned to full on-air operation in the ordinary course of Licensee's business; or (iii) submit a new Site License Application for an alternate location equivalent to Licensee's current use of the Structure and/or Infrastructure, in which case Licensors shall waive the application fee and transfer all remaining rights to

the new Structure and Infrastructure, as the case may be, as long as such relocation was due to a Casualty Event not caused by Licensee. If Licensee elects to terminate the Site License Agreement, notice of termination shall cause the applicable Site License Agreement or affected portion thereof to terminate with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the applicable Site License Agreement. Licensee will be entitled to collect all insurance proceeds payable to Licensee on account thereof, and to be reimbursed for any prepaid Fee on a pro rata basis. If Licensee does not elect to terminate the applicable Site License Agreement, then the Fee shall fully abate during the period of repair following such Casualty Event until the date that the Wireless Installation is returned to full on-air operation in the Licensed Site in the ordinary course of Licensee’s business.

16. MISCELLANEOUS PROVISIONS

16.1 Notices. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the Parties as follows:

<p>If to Licensee (including invoices):</p> <p>Cellco Partnership d/b/a Verizon Wireless Attn: Network Real Estate 180 Washington Valley Road Bedminster, New Jersey 07921</p>	<p>If to Licensor:</p> <p>City of Camas Attn: City Administrator 616 NE 4th Avenue Camas, WA 98607</p>
<p>With a copy to the Verizon Legal Department:</p> <p>Cellco Partnership d/b/a Verizon Wireless Attn: Pacific Market General Counsel 15505 Sand Canyon Avenue Irvine, CA 92618</p>	

Contact Number for day to day operation:

Licensor: 1-360-834-6864
Licensee: 1-800-264-6620

Any Party may change its address or other contact information at any time by giving the other Party, and Persons named above, written notice of said change.

16.2 Force Majeure. This Agreement shall not be revoked, nor shall Licensee be liable for damages, due to any act or omission that would otherwise constitute a violation or breach that occurs without fault of Licensee or occurs as a result of circumstances beyond Licensee's reasonable control. Provided, however, Licensee acts diligently to correct any such act or omission.

16.3 Assignment and Transfer. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties. Except as otherwise provided in this Agreement, neither Party shall assign this Agreement or its rights or obligations to any firm, corporation, individual, or other entity, without the written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, upon thirty (30) days’ written notice, either Party may assign this Agreement or its rights or obligations to (a) an Affiliate or (b) in connection with the sale or other transfer of substantially all of Licensee’s assets in the FCC market area where the Structures are located.

16.4 Compliance with Laws. Licensee and Licensor agree to comply with all Laws.

16.5 Applicable Law. This Agreement shall be interpreted, construed, and enforced, in accordance with the laws of the state where the Structures are located without regard to its conflict of laws principles, and, where applicable, federal law.

16.6 Waiver of Jury Trial. Each Party waives its right to a trial by jury on disputes arising from this Agreement.

16.7 Change of Law. Either Party may, upon thirty (30) days' written notice, require that the terms of this Agreement which are affected by any New Law be renegotiated to conform to the New Law on a going forward basis for all existing and new Wireless Installations, unless the New Law requires retroactive application, except that, notwithstanding a New Law, the Fee shall remain unchanged for any Wireless Installations in place as of the time the New Law became effective. In the event that the Parties are unable to agree upon such new rates, terms of conditions within ninety (90) days after such notice, then any rates contained in the New Law shall apply as of the effective date of the New Law forward (except as to the Fee for any Wireless Installations in place as of the time the New Law became effective) until the negotiations are completed or a Party obtains a ruling regarding the appropriate conforming terms from a commission or court of competent jurisdiction. Except as provided in the preceding sentence, all terms in the existing Agreement shall remain in effect while the Parties are negotiating.

16.8 Exhibits. In the event of any inconsistency between the provisions of this Agreement and any Exhibits attached hereto, the provisions of this Agreement shall supersede the provisions of any such incorporated Exhibits unless such Exhibit specifies otherwise.

16.9 Waiver; Severability. No provision of this Agreement may be waived except in a writing signed by both Parties. The failure of either Party to insist on the strict enforcement of any provision of this Agreement shall not constitute a waiver of any provision. If any portion of this Agreement is found to be unenforceable, the remaining portions shall remain in effect, and the Parties shall begin negotiations for a replacement of the invalid or unenforceable portion.

16.10 Survival. The terms and provisions of this Agreement that by their nature require performance by either Party after the termination or expiration of this Agreement, shall be and remain enforceable notwithstanding such termination or expiration of this Agreement for any reason whatsoever.

16.11 Entire Agreement; Amendments. This Agreement (including the Exhibits hereto) embodies the entire agreement between Licensee and Licensor with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings, oral or written, with respect thereto. Each Party acknowledges that the other Party has not made any representations other than those contained herein. This Agreement may not be amended or modified orally, but only by an agreement in writing signed by the Party or Parties against whom any waiver, change, amendment, modification, or discharge may be sought to be enforced.

16.12 Execution in Counterparts. This Agreement may be executed in multiple counterparts, including by counterpart facsimiles or scanned email counterpart signature, each of which shall be deemed an original, and all such counterparts once assembled together shall constitute one integrated instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the Effective Date.

City of Camas

Cellco Partnership d/b/a Verizon Wireless

By: _____

By: _____

Name: Barry McDonnell

Name: _____

Its: Mayor

Its: _____

Date: _____

Date: _____

EXHIBIT 1
DEFINED TERMS

As used herein, the following capitalized terms in the Agreement have the meaning ascribed to them below.

“Abandon” means to permanently relinquish ownership of a Structure and/or Infrastructure in its then existing location.

“Acknowledgment” means a written memorandum signed by the Parties confirming the Commencement Date and the date of expiration of the Site License Initial Term.

“Affiliate” means any entity that controls, is controlled by, or is under common control with a Party.

“Agreement Initial Term” means an initial term of ten (10) years.

“Annual Term” means a term of one (1) year.

“Approved Licensor Work Cost Estimate” means Licensee’s written approval of a Licensor Work Cost Estimate.

“Casualty Event” means any casualty, fire, act of God, or other harm affecting a Structure and/or Infrastructure licensed in whole or in part to Licensee pursuant to a Site License Agreement.

“Commencement Date” means the first day of the month following the day Licensee commences installation of the Wireless Installation at a particular location under a Site License.

“Days” means calendar days. If deadline or other date falls on a non-business day (including weekends, holidays recognized by the federal government, and holidays recognized by the state where the Structure is located), that date shall be extended to the next business day.

“Default” means the failure by a Party to perform any material term or condition of this Agreement where such failure continues for a period of more than thirty (30) days after receipt of written notice from the other Party of such failure identified with reasonable specificity as to the material term or condition of this Agreement which the Party is alleged to have failed to perform. Notwithstanding the foregoing, no Default will be deemed to exist if a Party has commenced to cure the alleged failure to perform within such thirty (30) day period, and thereafter such efforts are prosecuted to completion with reasonable diligence. Delay in curing an alleged failure to perform will be excused if due to causes beyond the reasonable control of the Party again whom the failure to perform has been alleged.

“Effective Date” means the latest date in the signature blocks in the Agreement.

“Emergency” means a situation in which there is an imminent threat of injury to person or property, or loss of life.

“FCC” means the Federal Communications Commission.

“FCC 2018 Order” means the Federal Communications Commission’s Declaratory Ruling and Third Report and Order, FCC 18-133, Released September 27, 2018.

“Fee” means the annual payment for Licensee’s Permitted Use of the Structure and Infrastructure at the Licensed Site.

“Holdover Term” means a month to month term following the termination of a Site License Agreement.

“Infrastructure” means any and all forms of existing power supply, conduit, or other form of infrastructure fixtures or equipment for the delivery of power or communication services to a Structure or otherwise located in the public right of way or other location controlled or owned by Licensor.

“Interference” means any material and adverse physical obstruction or impairment with the radio signals or operation of Licensee’s Wireless Installation utilizing a Structure or Infrastructure authorized to be used by Licensee pursuant to Site License Agreement.

“Laws” means all federal, state and local laws, orders, rules and regulations applicable to Licensee’s use of the Wireless Installation on the Structure and/or Infrastructure and Licensor’s ownership and use of the Structure, Infrastructure and any other improvements or equipment in the public right of way, as the case may be.

“Licensed Site” means the areas approved for Licensee’s Permitted Use as described or depicted in a Site License Agreement.

“Licensee Indemnitees” means Licensee, its employees, affiliates, officers, directors, successors and assigns.

“Licensor Indemnitees” means Licensor, its officers, officials and employees.

“Licensor’s Cost” means Licensor’s cost calculated pursuant to the terms and conditions of the FCC 2018 Order.

“Licensor Work” means the work required on, in or to Licensor’s Structure and/or Infrastructure to accommodate Licensee’s Wireless Installation, including relocating, replacing, upgrading and/or reinforcing the existing Structure or Infrastructure.

“Licensor Work Cost Estimate” means Licensor’s written estimate of the estimated direct costs, including fully loaded labor costs to perform the Licensor Work in a Site License Application.

“NEC” means the National Electric Code.

“NESC” means the National Electrical Safety Code.

“New Laws” means any legislative, regulatory, judicial, or other action affecting the rights or obligations of the Parties, or establishing rates, terms or conditions for the construction, operation, maintenance, repair or replacement of Wireless Installation on public infrastructure or in the right-of-way, that differ, in any material respect from the rates, terms or conditions of the Agreement.

“Person” or “Persons” means any person or entity;

“Parties” means Licensor and Licensee collectively.

“Party” means individually Licensor and Licensee.

“Permitted Use” means the transmission and reception of communications signals, and the installation, construction, modification, maintenance, operation, repair, replacement and upgrade of the Wireless Installation necessary for the successful and secure use of the Licensor’s Structures and Infrastructure.

“Pre-Approved Wireless Installation” means any Wireless Installation design for Licensee’s use of a Structure and/or Infrastructure which has been approved in writing by Licensor.

“RF” means radio frequency.

“Safety Codes” means collectively the NEC, NESC, and any and all other applicable regulatory codes for safe practices when performing work on or near a Structure and/or Infrastructure.

“Site License Agreement” means the Site License Agreement attached as Exhibit 3.

“Site License Application” means an application by Licensee to use a Licensed Site in the form attached as Exhibit 2.

“Site License Initial Term” means an initial term of ten (10) years.

“Site License Renewal Term” means a renewal term of five (5) years upon the same terms and conditions as set forth in the applicable Site License.

“Site License Term” means collectively the Site License Initial Term, any Site License Renewal Terms, any Annual Terms and any Holdover Term.

“Technical Grounds” means, in light of prevailing industry engineering standards, reasons of insufficiency of capacity, safety, reliability and/or generally applicable engineering purposes consistent with applicable Laws.

“Term” means the Agreement Initial Term and any renewal terms exercised pursuant to Section 2.1 of the Agreement.

“Wireless Installation” means antennas, communications equipment, electric and communications cables, and related accessories and improvements, including facilities that operate on FCC-approved frequencies in the bands authorized for commercial wireless communication services pursuant to FCC licenses issued to Licensee, and all associated equipment, located in, under, upon, adjacent to or through a Structure or Infrastructure owned or controlled by Licensor pursuant to a Site License Agreement (in accordance with Section 4.2 hereof) approved in writing by Licensor.

**EXHIBIT 2
SITE LICENSE APPLICATION**

Page 1 of 2

			<u>Equipment Owner</u>			<u>Applicant (if different than Equipment Owner)</u>
Application Date:		Name:		Name:		
Site Name/Project #:		Address:		Address:		
		Contact Name:		Contact Name:		
Approved by:		Phone #:		Phone #:		
Date:				Email:		

Approval of this application does not constitute as the permitting approval of the Wireless Installation; a separate application for permitting is required for construction and operation.

WIRELESS INSTALLATION - ATTACHMENT TO EXISTING STRUCTURE

Structure Pole #	Location/GPS Coordinates		Antenna Grade (Highest Point)	Antenna Dimensions (HxWxD)	Equipment Weight	Transmit Frequency	Receive Frequency	Output Power Level
	LAT	LONG						
Notes:								

**EXHIBIT 2
SITE LICENSE APPLICATION**

Page 2 of 2

WIRELESS INSTALLATION – STRUCTURE REPLACEMENT

Structure Pole #	Location/GPS Coordinates		Antenna Grade (Highest Point)	Antenna Dimensions (HxWxD)	Equipment Weight	Transmit Frequency	Receive Frequency	Output Power Level
	LAT	LONG						
Existing								
New								
Existing								
New								
Existing								
New								
Existing								
New								
Existing								
New								
Existing								
New								
Existing								
New								
Notes:								

EXHIBIT 3
FORM OF SITE LICENSE AGREEMENT

This is Site License Agreement, is made this _____ day of _____, 20____, between _____ [name of City/Town/Village/County/etc.] (“Licensor”) and CELLCO PARTNERSHIP d/b/a Verizon Wireless (“Licensee”).

1. License Agreement for Wireless Installations on Public Structures. This Site License Agreement as referenced in that certain License Agreement for Wireless Installations On Public Structures, between Licensor and Licensee dated _____, 20____ (“Agreement”). Licensee has submitted a Site License Application pursuant to the Agreement, and Licensor has reviewed the application and grants approval subject to the terms of this Site License Agreement. All of the terms and conditions of the Agreement are incorporated hereby by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction or inconsistency between the terms of the Agreement and this Site License Agreement, the terms of this Site License Agreement shall govern. Capitalized terms used in this Site License Agreement shall have the same meaning ascribed to them in the Agreement unless otherwise indicated herein.

2. Project Description and Locations. Licensee shall have the right to install and attach Wireless Installations on, under, and above the public right of way owned or controlled by Licensor, on, in and adjacent to the specific Structure and Infrastructure as identified and described in Exhibit 1 attached hereto (collectively the “Licensed Site”).

3. Term. The Site License Term of this Site License Agreement shall be as set forth in Section 2 of the Agreement.

4. Fee. The Fee shall be in the amount and otherwise payable in accordance with the Agreement as set forth in Section 3 of the Agreement.

5. Special Provisions, If Any (Specific to the Licensed Site).

[SIGNATURES APPEAR ON FOLLOWING PAGE]

LICENSOR: City of Camas

By: _____
Name: _____
Title: _____
Date: _____

LICENSEE: Cellco Partnership d/b/a Verizon Wireless

By: _____
Print Name: _____
Title: _____
Date: _____

EXHIBITS

- 1 Licensed Site, Wireless Installation Equipment List and Plans

EXHIBIT 1 TO SITE LICENSE AGREEMENT

Licensed Site, Wireless Installation Equipment List and Plans

Licensee Wireless Installation Reference: [LICENSEE TO COMPLETE]

Site Name/Number:

Structure pole number: [LICENSOR TO COMPLETE]

Structure Latitude and Longitude (Approximate): [LICENSEE TO COMPLETE]

Wireless Installation Equipment List: [LICENSEE TO COMPLETE]

Wireless Installation Plans: See the attached plan set dated _____ 20__ prepared by _____ consisting of (____) page(s).

ENGINEERING DESIGN STANDARDS FOR PUBLIC WORKS SMALL WIRELESS FACILITY

Small wireless facility (SWF), as defined in CMC 18.35.020, is permitted in the public rights-of-way of the City, subject to the following Design Standards, issuance of an encroachment permit and, when applicable, a building permit. The wireless service and/or infrastructure provider must also have a municipal master permit, franchise, or other applicable authorization to use the right-of-way, and an agreement or permit to attach to City-owned structures. Proposed DAS systems in the public rights-of-way are also subject to these design standards.

All SWF shall meet the height and size limitations in the definition of “small wireless facilities” in CMC 18.35.020.

As used herein, “decorative pole” means a City structure that is specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than a SWF, lighting, specially designed informational or directional signage or temporary holiday, or temporary holiday or special events attachments, have been placed or are permitted to be placed according to nondiscriminatory standards.

See CMC 18.35.020 for the definitions of “utility support structure,” “antenna,” and other wireless terms used herein.

A. SWF Attached to Wooden Utility Support Structures. SWF attached to existing or replacement wooden utility support structures shall conform to the following design criteria, to the extent technically feasible:

1. The utility support structure at the proposed location may be replaced with a taller structure for the purpose of accommodating a SWF; provided, that the replacement structure shall not exceed a height that is a maximum of 10 feet taller than the existing structure or the height permitted by the definition of SWF, whichever is greater, unless a further height increase is required and confirmed in writing by the structure owner, and such height extension is the minimum extension necessary to provide sufficient separation and/or clearance from electrical and wireline facilities. Replacement wooden utility support structures may either match the approximate color and materials of the replaced structure, or shall be the standard new wooden utility support structure used by the structure owner in the City.
2. A pole extender may be used instead of replacing an existing utility support structure, but may not increase the height of the existing structure by more than 10 feet or the height permitted by the definition of SWF, whichever is greater, unless a further height increase is required and confirmed in writing by the structure owner, and such height extension is the minimum extension necessary to provide sufficient separation and/or clearance from electrical and wireline facilities. The pole extender shall be painted to approximately match the color of

the structure and shall substantially match the diameter of the utility support structure as measured at its top. A “pole extender” means an object affixed between the utility support structure and the antenna for the purpose of increasing the height of the antenna above the utility support structure.

3. To the extent technically feasible, antennas, antenna equipment, equipment enclosures, and all ancillary equipment, boxes, and conduit shall be colored or painted to match the approximate color of the surface of the utility structure on which they are attached.
4. Panel antennas shall not be mounted more than 12 inches from the surface of the utility support structure, unless an additional distance is required by the utility support structure owner, and shall not exceed three cubic feet in volume.
5. A canister antenna may be mounted on top of an existing or replacement utility support structure, which must not exceed the height requirements described in subsection (A)(1) above. A canister antenna mounted on the top of a utility support structure shall not exceed the diameter of the utility support structure by more than 12 inches or be 16 inches in diameter, whichever is greater, and to the extent technically feasible, shall be colored or painted to match the structure. The canister antenna must be placed to look as if it is an extension of the utility support structure. In the alternative, the applicant may install a side-mounted canister antenna, so long as the inside edge of the antenna is no more than 12 inches from the surface of the utility support structure. To the extent technically feasible, all cables shall be concealed either within the canister antenna or within a sleeve between the antenna and the utility support structure.
6. An omni-directional antenna may be mounted on the top of an existing or replacement utility support structure, which may not exceed the height requirements described in subsection (A)(1) above, provided such antenna is no more than three cubic feet in volume and is mounted directly on the top of a utility support structure or attached to a sleeve made to look like the exterior of the structure as close to the top of the structure as technically feasible. To the extent technically feasible, all cables shall be concealed within the sleeve between the bottom of the antenna and the mounting bracket.
7. All related antenna equipment, including but not limited to ancillary equipment, radios, cables, associated shrouding, disconnect boxes, meters, microwaves, and conduit, which is mounted on utility support structures shall not be mounted more than six inches from the surface of the structure, unless a further distance is required by the utility support structure owner.
8. Antenna equipment for SWFs must be attached to the utility support structure, unless otherwise permitted to be ground-mounted pursuant to subsection (D)(1) below. The equipment must be placed in the smallest enclosure(s) feasible for the intended purpose. The equipment enclosure(s) and all other wireless equipment associated with the utility support structure, including wireless equipment associated with the antenna and any preexisting associated equipment on the utility support structure, may not exceed 28 cubic feet. Multiple equipment enclosures are acceptable if designed to more closely integrate with the SWF design; provided, that said multiple enclosures must not cumulatively exceed 28 cubic feet. The applicant is encouraged to place the equipment

enclosure(s) behind any banners or road signs that may be on the utility support structure.

9. An applicant who desires to enclose both its antennas and antenna equipment within one enclosure may do so; provided, that such enclosure is the minimum size necessary for its intended purpose, and the enclosure and all other wireless equipment associated with the utility support structure, including wireless equipment associated with the antenna and any preexisting associated equipment on the structure, do not exceed 28 cubic feet. To the extent feasible, the unified enclosure shall be placed so as to appear as an integrated part of the utility support structure or behind banners or signs. The unified enclosure may not be placed more than six inches from the surface of the utility support structure, unless a further distance is required and confirmed in writing by the structure owner. The applicant is encouraged to place the unified enclosure behind any banners or road signs that may be on the utility support structure.
10. All cables shall be routed through conduit along the outside of the utility support structure. The outside conduit shall be colored or painted to match or be compatible with the utility support structure. The number of conduit shall be minimized to the number technically necessary to accommodate the SWF.
11. The diameter of a replacement utility support structure shall comply with the City's setback and sidewalk clearance requirements and, to the extent technically feasible, shall not be more than a 25 percent increase of the existing utility support structure, as measured at the base of the structure.
12. Glulam utility support structures are specifically prohibited.

B. SWF Attached to Non-Wooden Utility Support Structures. SWF attached to existing or replacement non-wooden utility support structures shall conform to the following design criteria, to the extent technically feasible:

1. Antennas, antenna equipment and associated equipment enclosures (including disconnect switches and other appurtenant devices), conduit and fiber shall be fully concealed within the utility support structure, unless such concealment is technically infeasible or is incompatible with the utility support structure design, in which case the antennas, antenna equipment, and associated equipment enclosures must be camouflaged to appear as an integral part of the utility support structure or flush-mounted to the structure, meaning no more than six inches off of the structure, and must be the minimum size necessary for the intended purpose, not to exceed the volumetric requirements for SWF. If an equipment enclosure is permitted on the exterior of the utility support structure, the applicant is required to place the equipment enclosure behind any banners or road signs that may be on the structure.
2. Any replacement utility support structure shall substantially conform to the existing neighboring support structure design standards utilized within the contiguous right-of-way and shall require city approval.
3. The height of any replacement utility support structure may not extend more than 10 feet above the height of the existing structure, or the height permitted by the

definition of SWF, whichever is greater, unless such further height increase is required and confirmed in writing by the structure owner.

4. The diameter of a replacement utility support structure shall comply with the City's setback and sidewalk clearance requirements and, to the extent technically feasible, shall not be more than a 25 percent increase of the existing non-wooden utility support structure measured at the base of the structure, unless additional diameter is needed in order to conceal equipment within the base of the structure, and shall comply with the requirements in subsection (D)(2) below.
5. A canister antenna on top of an existing or replacement utility support structure may not extend more than six feet above the height of the existing or replacement structure and the diameter may not exceed the diameter of the structure by more than 12 inches or be 16 inches in diameter, whichever is greater, unless the applicant can demonstrate that more space is technically or aesthetically needed.
6. Decorative poles. A wireless provider, through the encroachment permit process, shall be permitted to collocate on or replace a decorative pole when necessary to collocate a small wireless facility; provided that any such replacement pole shall substantially conform to the City's decorative pole design(s). The City prefers that wireless providers install a new structure pursuant to subsection (C), below, instead of using a decorative pole, unless the provider can demonstrate that a new structure is technically infeasible or that use of a decorative pole better minimizes visual impacts.

C. New Structures for SWF. SWF attached to new structures shall conform to the following design criteria, to the extent technically feasible:

1. Antennas, antenna equipment and associated equipment enclosures (including disconnect switches and other appurtenant devices), conduit and fiber shall be fully concealed within the structure, unless such concealment is otherwise technically infeasible, or is incompatible with the structure design, then the antennas and associated equipment enclosures must be camouflaged to appear as an integral part of the structure or flush-mounted to the structure, meaning no more than six inches off of the structure, and must be the minimum size necessary for the intended purpose, not to exceed the volumetric requirements for SWF.
2. To the extent technically feasible, all new structures and structure-mounted antennas or equipment shall be painted or colored with flat, non-reflective colors or shades of either black, brown or grey that blend with the visual environment.
3. The City prefers that wireless providers install SWF on existing or replacement utility support structures (except decorative poles) instead of installing new structures, unless the provider can demonstrate that installation on an existing or replacement utility support structure (except decorative poles) is technically infeasible or otherwise not possible (due to a lack of owner authorization, safety considerations, or other reasons acceptable to the Director).

D. General Requirements. All SWF shall conform to the following design criteria, to the extent technically feasible:

1. Ground-mounted equipment in the right-of-way is prohibited, unless such equipment is placed underground, or the applicant can demonstrate that utility support structure-mounted equipment and undergrounding are technically infeasible. If ground-mounted equipment is necessary, then the applicant shall submit a plan showing an appropriate design to mitigate the visual impacts of the equipment and meet the location requirements of subsection (D)(2), below. Generators located in the right-of-way are prohibited.
2. Replacement utility support structures and new structures shall comply with the Americans with Disabilities Act (ADA), City construction and sidewalk clearance standards, and City, state and federal laws and regulations in order to provide a clear and safe passage within the right-of-way. Further, the location of any replacement or new structure must be physically possible, comply with applicable traffic warrants, not interfere with utility or safety fixtures (e.g., fire hydrants, traffic control devices), and not adversely affect public health, safety or welfare.
3. Replacement utility support structures shall be located as near as possible to the existing structure with the requirement to remove the abandoned structure.
4. Any replacement utility support structure shall substantially conform to the design of the structure it is replacing or the neighboring structures in the contiguous right-of-way, unless otherwise approved by the Director.
5. No signage, message, or identification other than signs required by law and the manufacturer's identification is allowed to be portrayed on any SWF and its support structure, and any such signage shall be of the minimum amount possible to achieve the intended purpose and comply with applicable law; provided, that signs are permitted as concealment techniques where appropriate.
6. Antennas and antenna equipment shall not be illuminated except as required by a federal or state authority, or unless approved as part of a light standard.
7. Side arm mounts for antennas or antenna equipment must be the minimum extension necessary, but in any case, no more than 12 inches off the utility support structure for wooden utility support structures, and no more than six inches off the utility support structure for non-wooden utility support structures, as measured from the surface of the utility support structure to the inside edge of the antennas or equipment.
8. Designs for SWFs located on existing or replacement City-owned utility support structures may deviate from the design standards in this section, provided such deviations are approved as part of a lease or other agreement between the applicant and the City.

**Some examples of existing
small cells and existing sites
that would qualify as SWFs...**



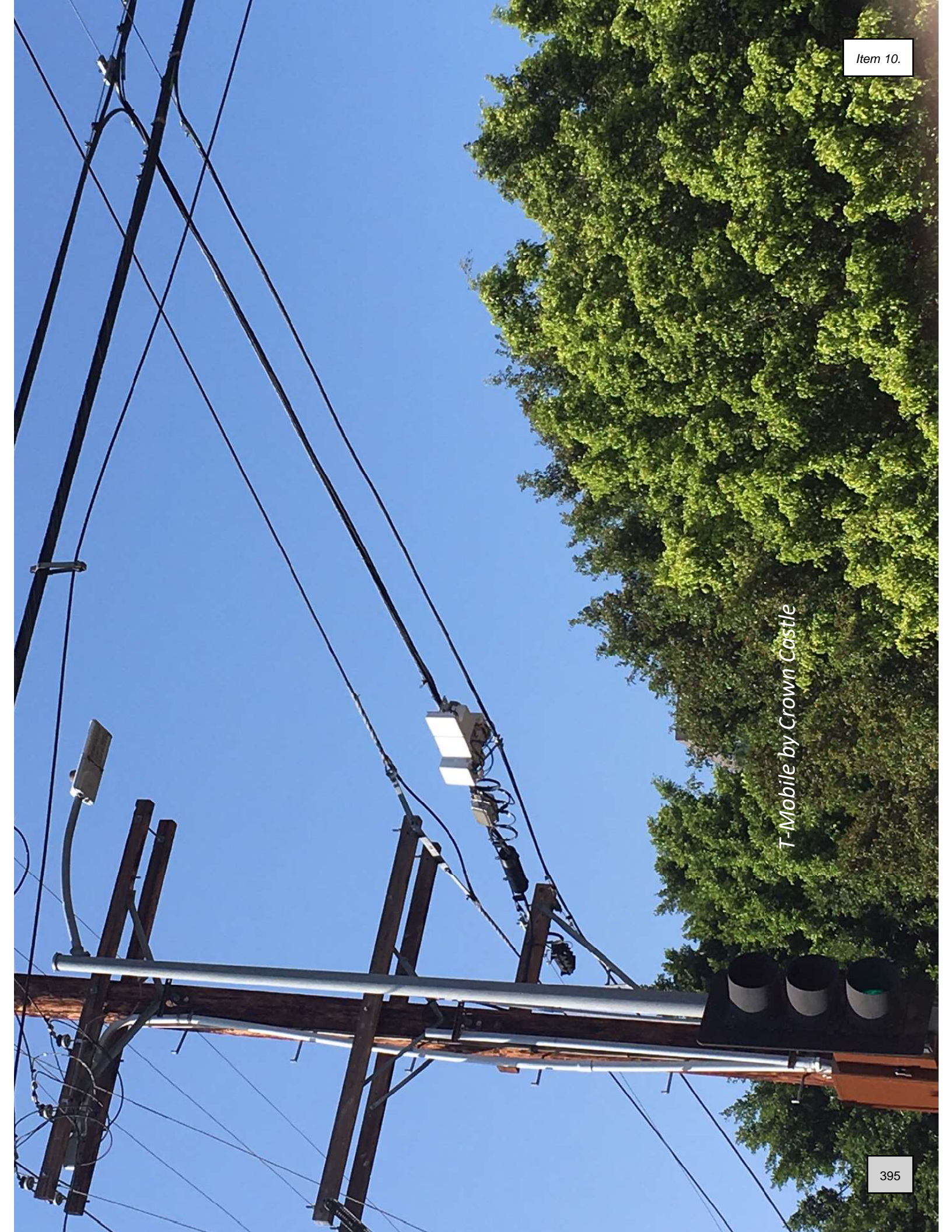
Base station equipment in faux mailbox





T-Mobile by Crown Castle

T-Mobile by Crown Castle





STOP

The Village
at Troop, National Golf Club
310-938-6958
New the Contemporary



Sprint by Crown Castle



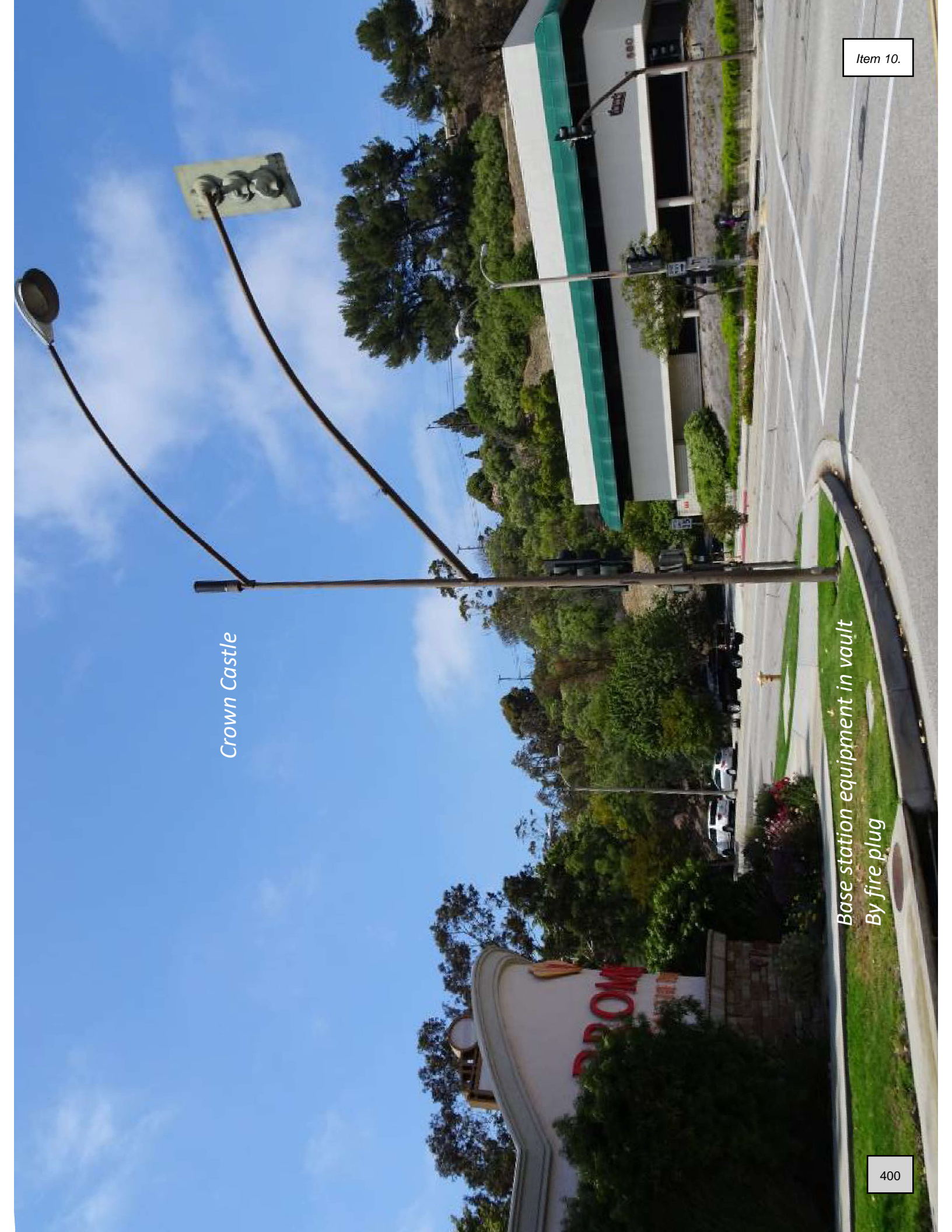
*Pole put in by
Mobilitie; not
shared*



*Sprint by
Mobilitie*



AT&T



Crown Castle

*Base station equipment in vault
By fire plug*

Item 10.

400





*Sprint by
Mobilitie*





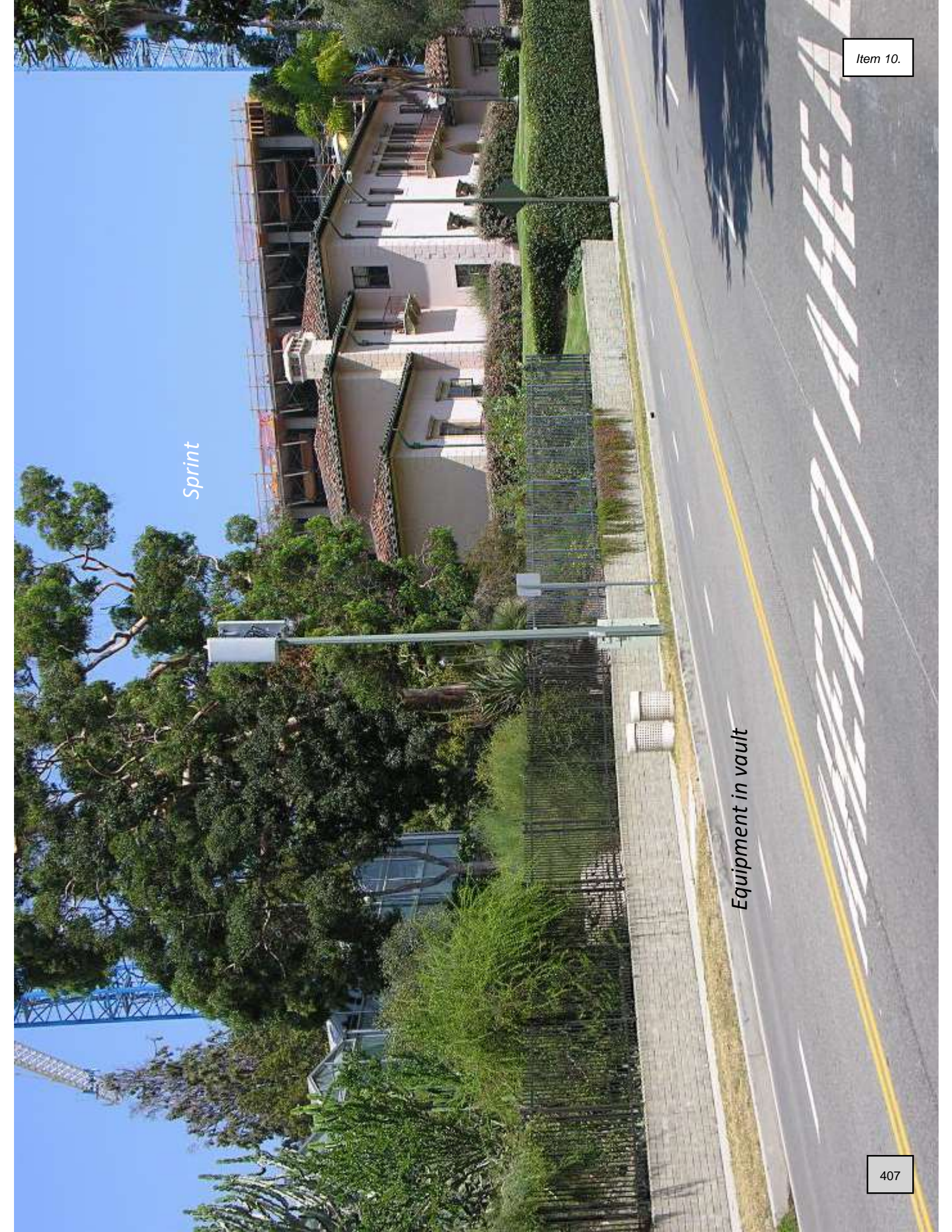
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Mobilitie*







Verizon



Sprint

Equipment in vault

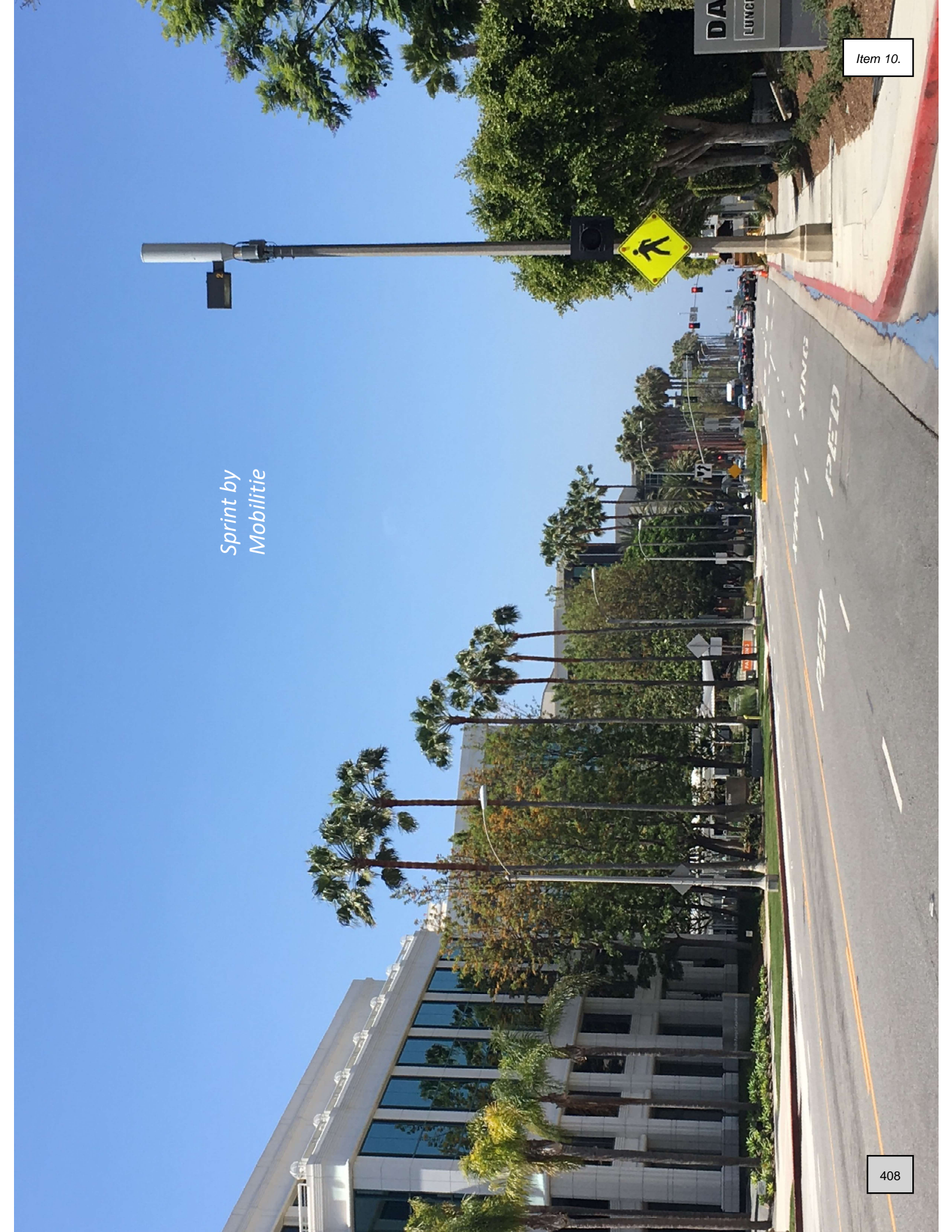
Item 10.

407

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Item 10.

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AT&T.

DO NOT
BLOCK
INTERSECTION

Amherst Av
600

AVAILABLE
FOR LEASE BY OWNER
15,000 SQ. FT.
310 478-3200

DELTA
CLEANERS
Business Office MO

Item 10.

Los Angeles, CA

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T-Mobile by Crown Castle

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410

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