



## Planning Commission Meeting Agenda Tuesday, August 18, 2020, 7:00 PM REMOTE PARTICIPATION

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*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 to enable the City to make reasonable accommodations to ensure accessibility (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 <https://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 - 985 4751 7828
2. From any device click the meeting link - <https://zoom.us/j/98547517828>
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 985 4751 7828#, 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.
  - If listening by phone, hit \*9 to "raise your hand" and you will be called upon to comment.
2. Residents can send public comments to [communitydevelopment@cityofcamas.us](mailto:communitydevelopment@cityofcamas.us).  
*These will be entered into the meeting record. Emails received by one hour before the start of the meeting will be emailed to the Meeting Body 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 Meeting Body no later than the end of the next business day.*

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**CALL TO ORDER**

**ROLL CALL**

**MINUTES**

1. Approval of the Minutes from July 21, 2020 Planning Commission Meeting

## **MEETING ITEMS**

2. Public Hearing for North Shore Subarea Plan Vision Statement

Presenter: Sarah Fox, Senior Planner

3. Public Hearing for Annual Comprehensive Plan Amendments

Presenter: Sarah Fox, Senior Planner

## **MISCELLANEOUS UPDATES**

### **NEXT MEETING DATE**

The next Planning Commission Meeting is scheduled for September 15, 2020 at 7:00 p.m.

### **ADJOURNMENT**





## Planning Commission Meeting Minutes Tuesday, July 21, 2020, 7:00 PM REMOTE PARTICIPATION

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### CALL TO ORDER

Commissioner Hein called the meeting to order at 7:00 p.m.

### ROLL CALL

Present: Jim Short, Tim Hein, Mahsa Eshghi, Troy Hull, Warren Montgomery, Geoerl Niles and Shawn High

Staff Present: Phil Bourquin, Sarah Fox, Robert Maul, and Madeline Sutherland

Council Liaison: Shannon Roberts

### MINUTES

Approval of the Minutes from February 19, 2020 Planning Commission Meeting

**It was moved by Commissioner Niles and seconded, to approve the minutes of the February 19, 2020 Planning Commission Meeting, The motion passed unanimously.**

### MEETING ITEMS

2. North Shore Subarea Plan  
Phase 1 overview. No action will be taken at this workshop. A public hearing to consider the draft North Shore Vision will be scheduled for the **next** regular meeting of the Planning Commission.  
Presenter: Sarah Fox, Senior Planner

**Sarah Fox reviewed the North Shore Subarea Plan and responded to the Commission's questions. This item will be scheduled for a public hearing in the near future.**

3. Annual Comprehensive Plan Amendments  
Overview of the proposed individual amendments to the city's comprehensive plan, "Camas 2035". A public hearing before the Planning Commission will be scheduled to review the amendments and to forward a recommendation to City Council.  
Presenter: Sarah Fox, Senior Planner

**Sarah Fox reviewed the Annual Comprehensive Plan Amendments and discussion followed. This item will be scheduled for a public hearing in the near future.**

4. Camas Shoreline Master Program  
Overview of the proposed amendments to the Camas Shoreline Master Program, receive feedback, and schedule a public hearing for a later date.  
Presenter: Sarah Fox, Senior Planner

**Sarah Fox reviewed the Camas Shoreline Master Program and responded to the Commission's questions. This item will be scheduled for a public hearing in the near future.**

#### **MISCELLANEOUS UPDATES**

There were no miscellaneous updates.

#### **NEXT MEETING DATE**

The next Planning Commission Meeting is scheduled for August 18, 2020 at 7:00 p.m.

#### **ADJOURNMENT**

The meeting adjourned at 9.39 p.m.

# North Shore Subarea Plan

Item 2.

Promote  
**Planned  
Growth**

Provide  
**Employment  
Options**

**Protect  
Natural  
Resources**

Public Hearing August 2020

[www.camasnorthshore.com](http://www.camasnorthshore.com)


## Project Initiation

- Area Description
- Why Now?
- Legal Framework

## Summary of Phase 1

- Baseline Information
- Community Vision

## Next Steps



To accomplish great things, we must not only **act** but also **dream**. Not only **plan** but also **believe**.

~ Anatole France



By failing to **prepare**, you are preparing to fail.

~ Benjamin Franklin

# Background

About the North Shore Subarea Plan

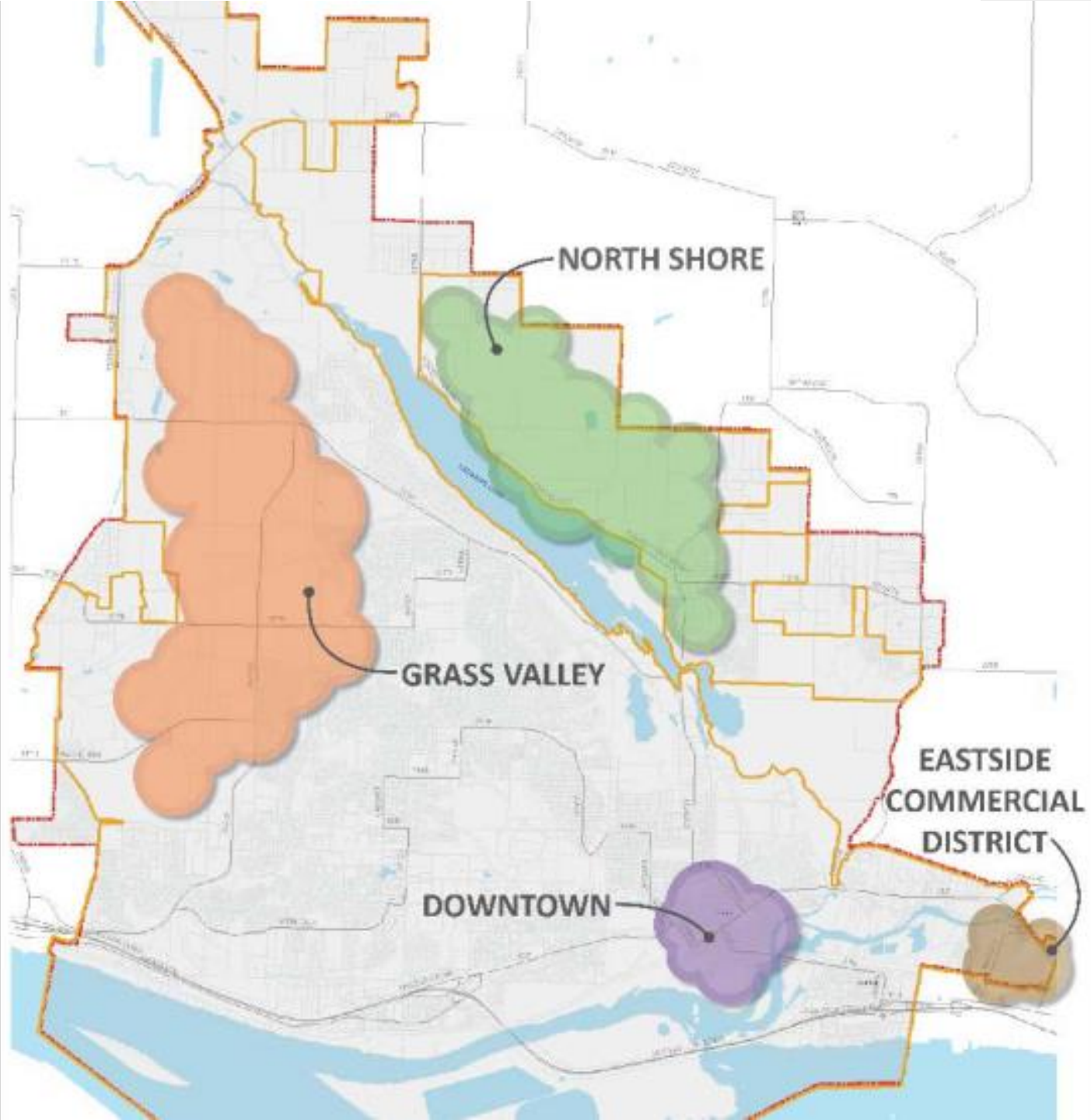
# What is the North Shore Subarea?



- Approx. 800 acres (boundaries will be determined through this process)
- 270+ are public-owned; remainder is private property.
- The city is not leading the development and is not the developer.



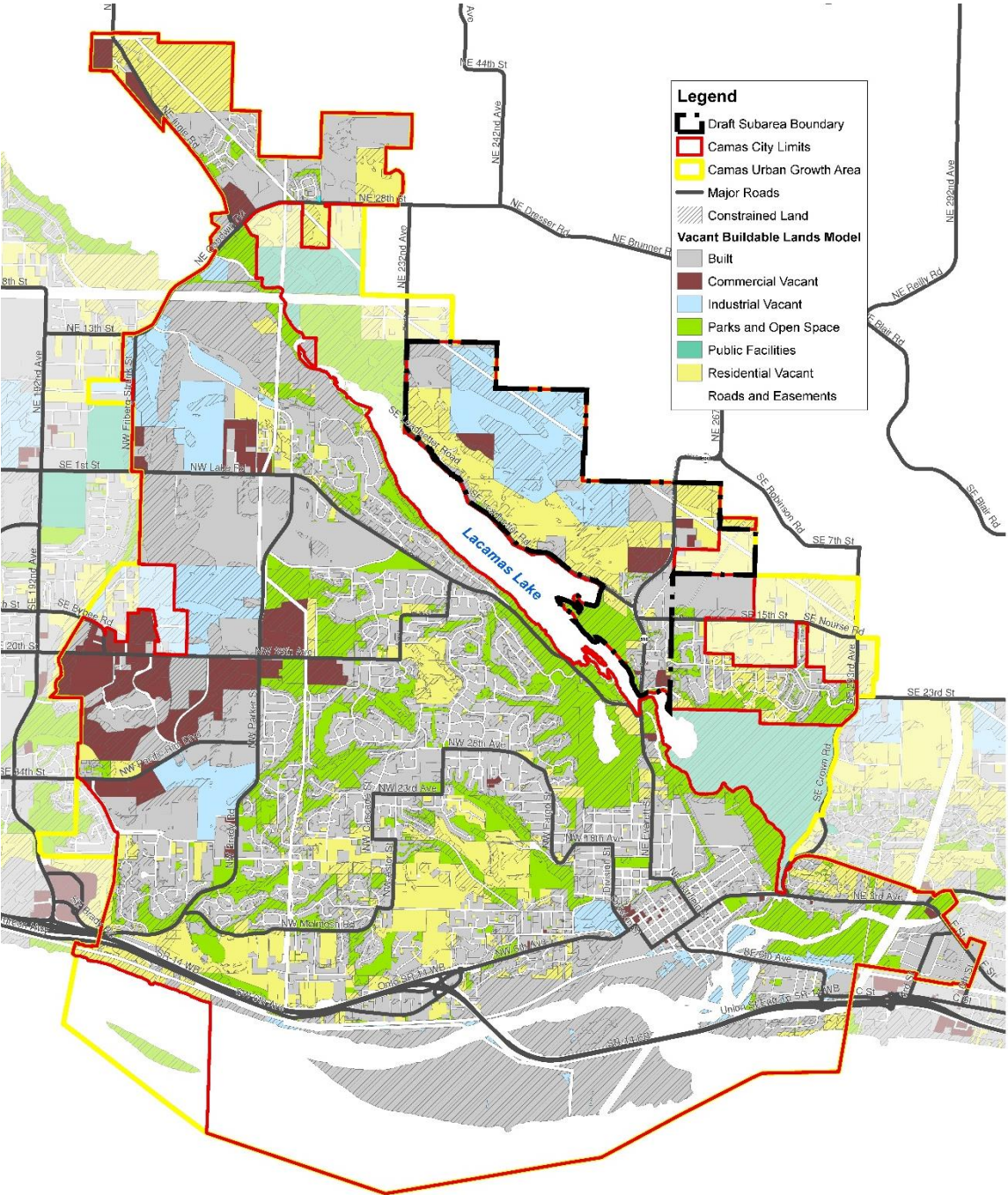
# Why the North Shore?



- There are four subareas identified in our comp plan, Camas 2035
- All four need their zoning and other regulations refined and updated.
- Council choose to start work on the North Shore subarea (Spring 2019)

# Why Now?

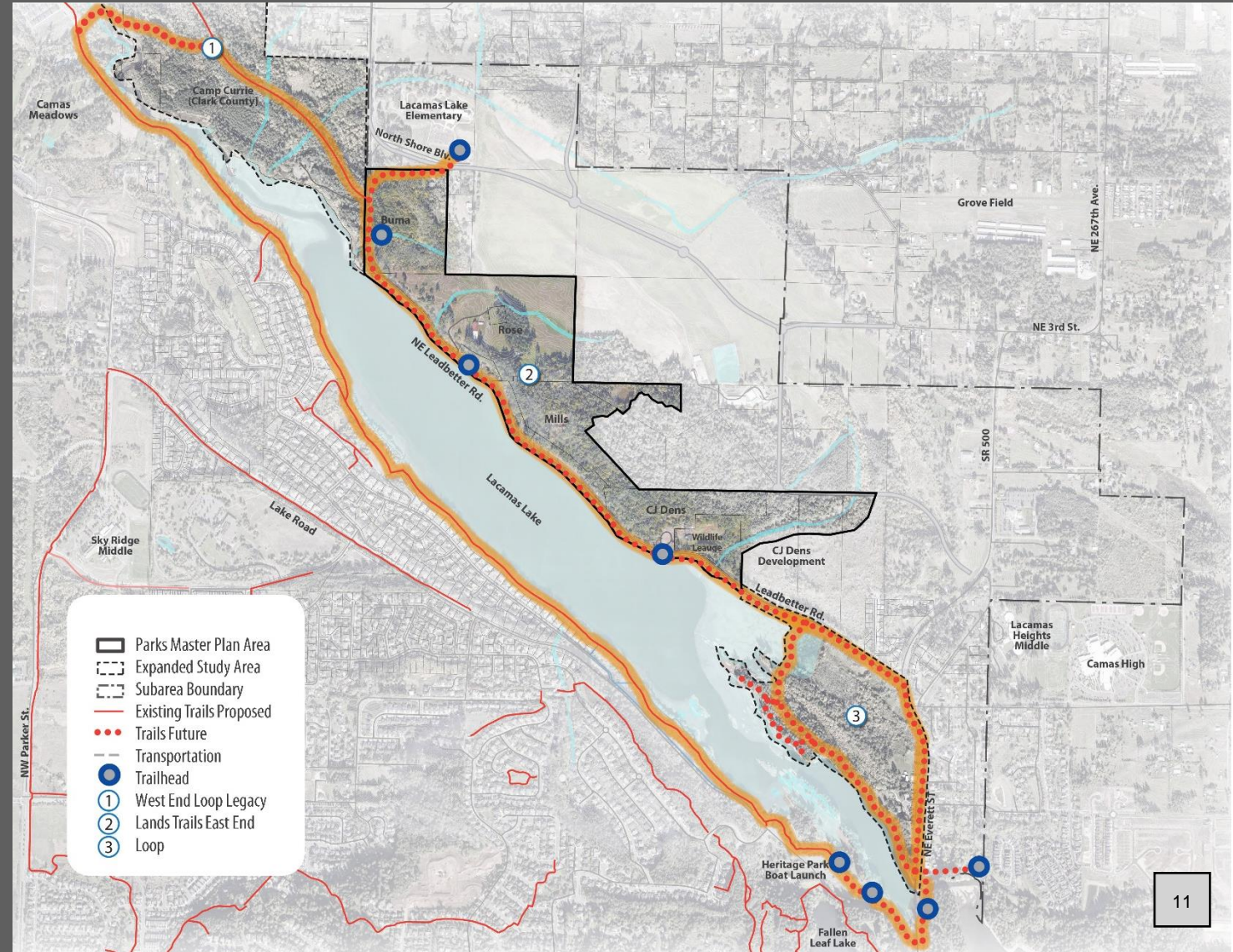
- Changing ownership
- *Proactively plan infrastructure*
- *Rebalance housing and jobs lands*



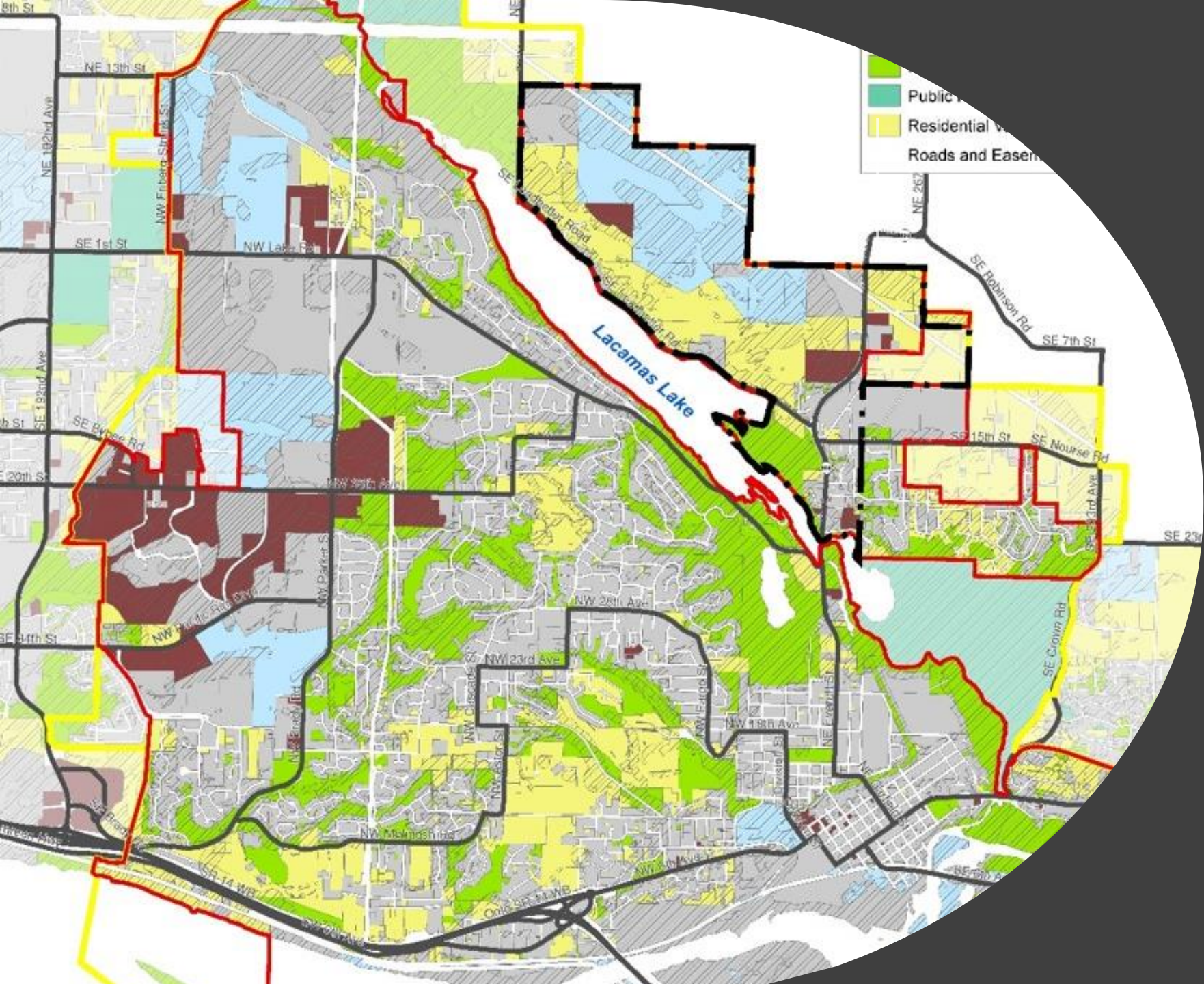


# North Shore Parks Master Plan

- Since annexing the area in 2007, the city has steadily acquired over 150 acres and welcomes more!







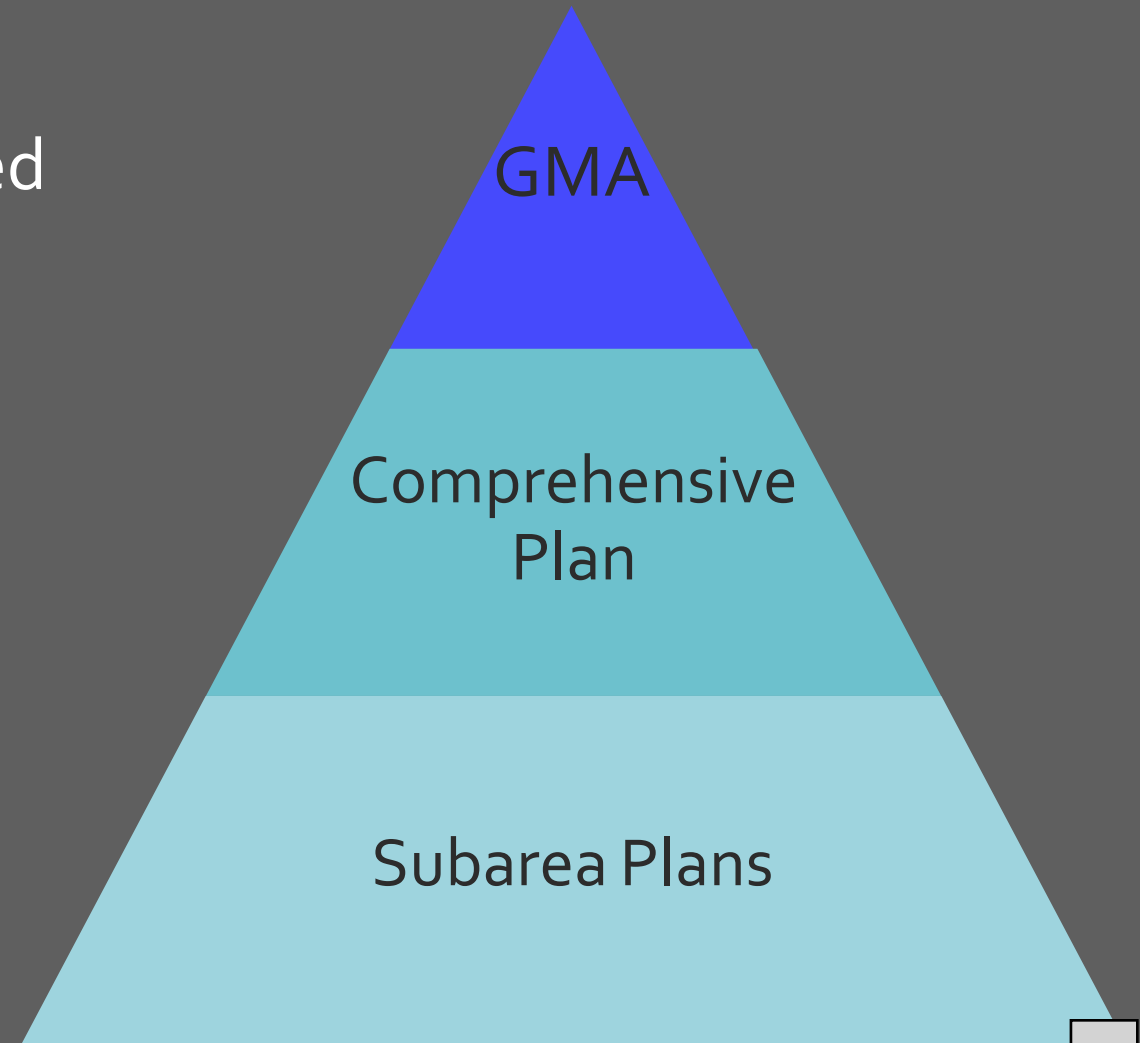
# Buildable Lands

Task: Balance land uses and future needs to areas that are “vacant buildable”

# Why do we have to plan?

## Growth Management Act = GMA

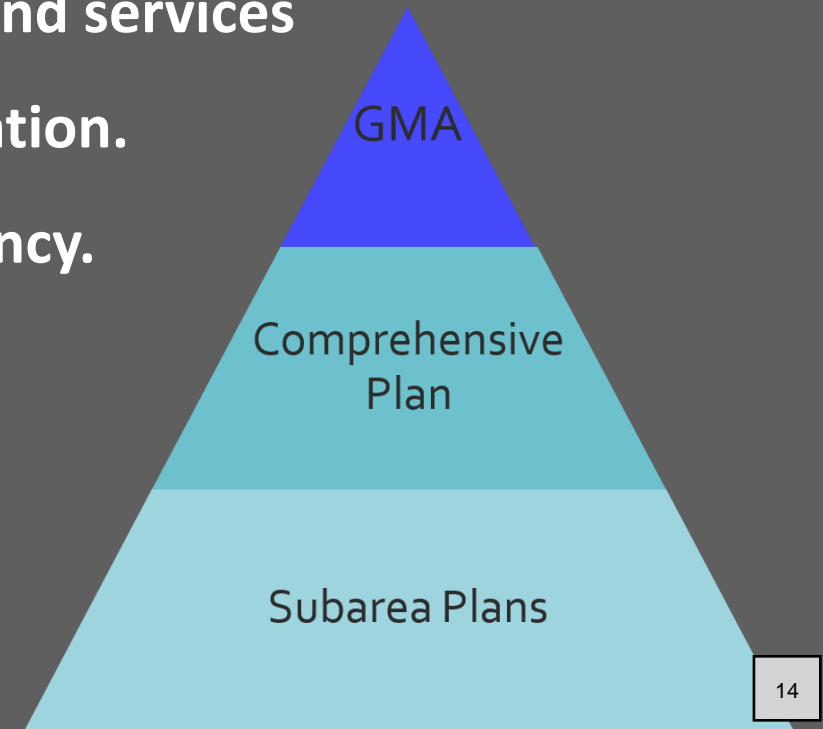
- 1990 – Growth Management Act adopted by the State
- Motivated in reaction to rapid suburban development, traffic congestion, loss of open spaces.
- Reviewed/revised every eight (8) years.
- 14 goals must be addressed in city's comprehensive plan.



# Why do we have to plan? Growth Management Act

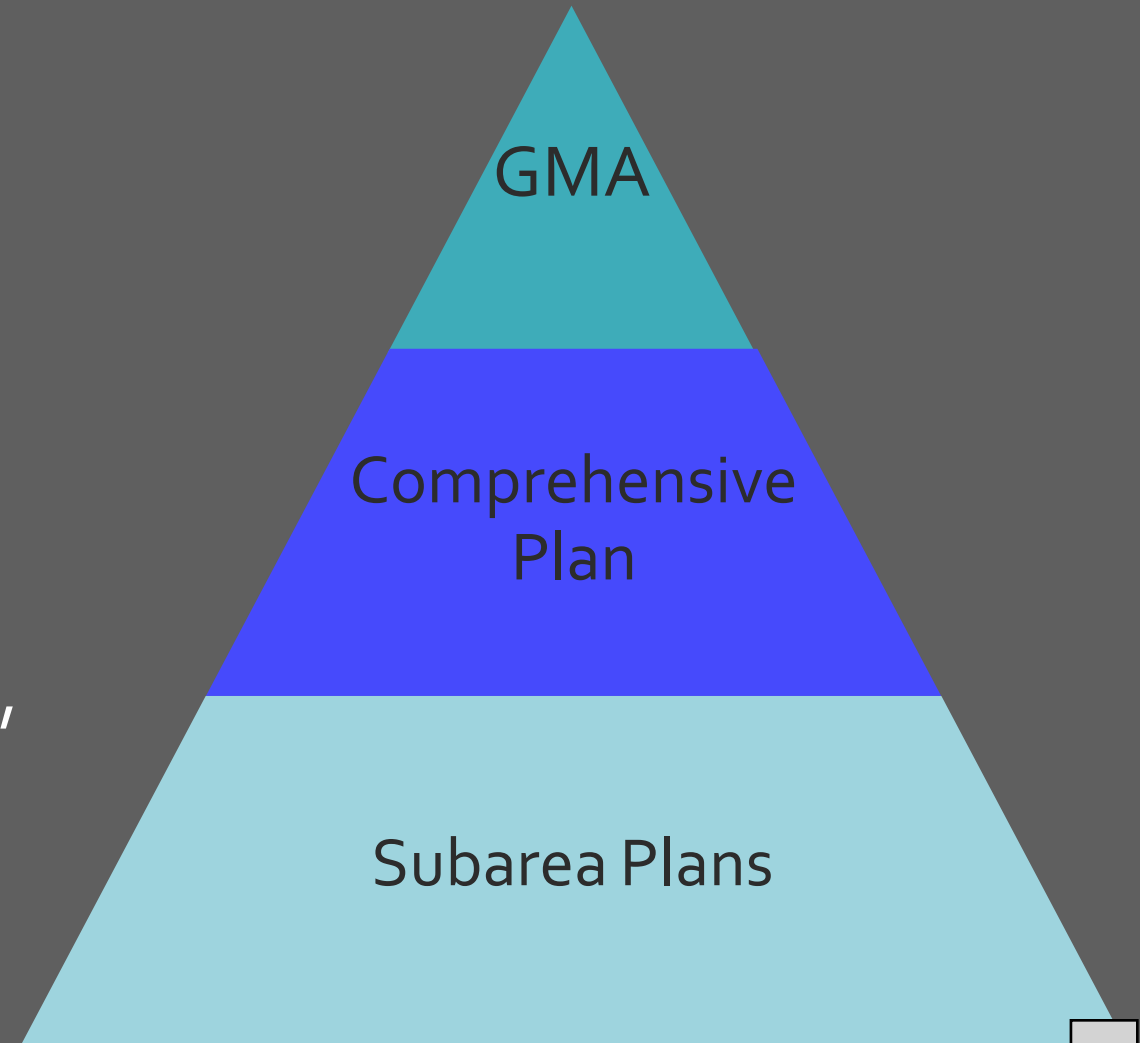
Item 2.

1. Urban growth.
2. Reduce sprawl.
3. Transportation.
4. Housing.
5. Economic development.
6. Property rights.
7. Permits.
8. Natural resource industries.
9. Open space and recreation.
10. Environment.
11. Citizen participation and coordination.
12. Public facilities and services
13. Historic preservation.
14. Provide consistency.



## *North Shore Economic Development Goal*

"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 ...

**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.

### 6.4.4 North Shore

The area north of Lacamas Lake is anticipated to experience year planning horizon. Planned transportation infrastructure the City and support the employment and retail uses desire this area is zoned Business Park and Multi-Family, with some Port of Camas-Washougal manages an airport that is outside North Shore area is within the airport influence area.

#### North Shore Economic Development Goal

**ED 4:** To encourage master planning that allows a more integrated transportation options and includes facilities for pedestrian mix of shops, services, and public spaces.

#### North Shore Economic Development Policies

**ED-4.1:** Promote the growth of businesses such as grocery stores the retail and service needs of the population.

**ED-4.2:** Protect the viability of the airport as a significant economic compatible land uses<sup>7</sup> and densities, and reducing hazards and aviation users consistent with state laws RCW 36.70A.5.

**ED-4.3:** Encourage new developments to include provision: biking distance of a person's home or work to encourage greater trails) that link homes, work and commercial centers, public transit,

**ED-4.4:** Promote economic development opportunities adjacent that will benefit from additional transportation options.

**ED-4.5:** Preserve large tracts of land for large industry and non

**ED-4.6:** Support public-private partnerships for infrastructure

**ED-4.7:** Advocate better transit routes and service.

# Comprehensive Plan - Camas 2035

Item 2.

## *North Shore Economic Development Policies*

**ED-4.4:** Promote economic development opportunities adjacent to the Port of Camas-Washougal's Grove Field

**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.

### 6.4.4 North Shore

The area north of Lacamas Lake is anticipated to experience year planning horizon. Planned transportation infrastructure the City and support the employment and retail uses desire this area is zoned Business Park and Multi-Family, with some Port of Camas-Washougal manages an airport that is outside North Shore area is within the airport influence area.

#### North Shore Economic Development Goal

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**ED-4.3:** Encourage new developments to include provision: biking distance of a person's home or work to encourage green trails) that link homes, work and commercial centers, public

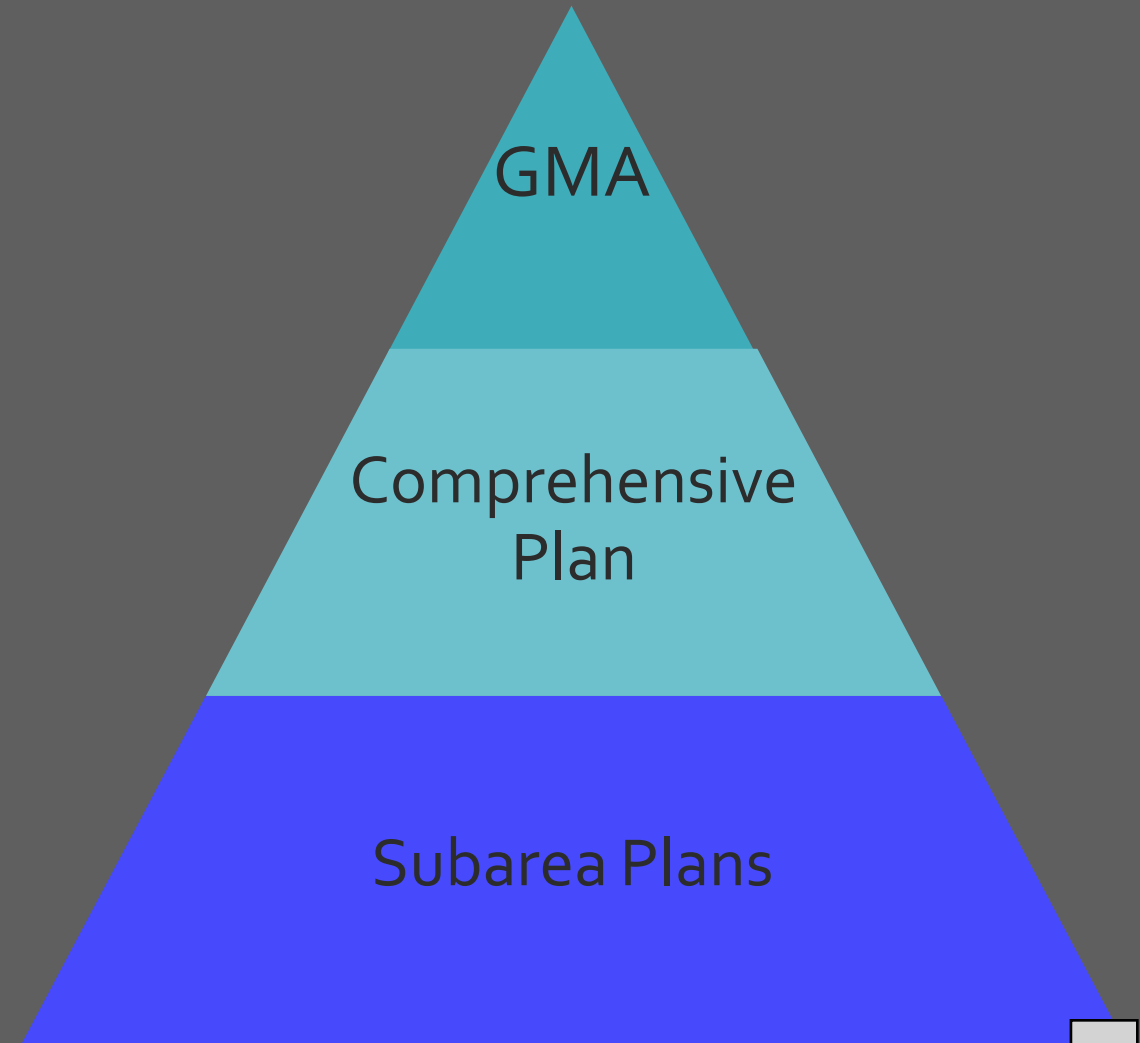
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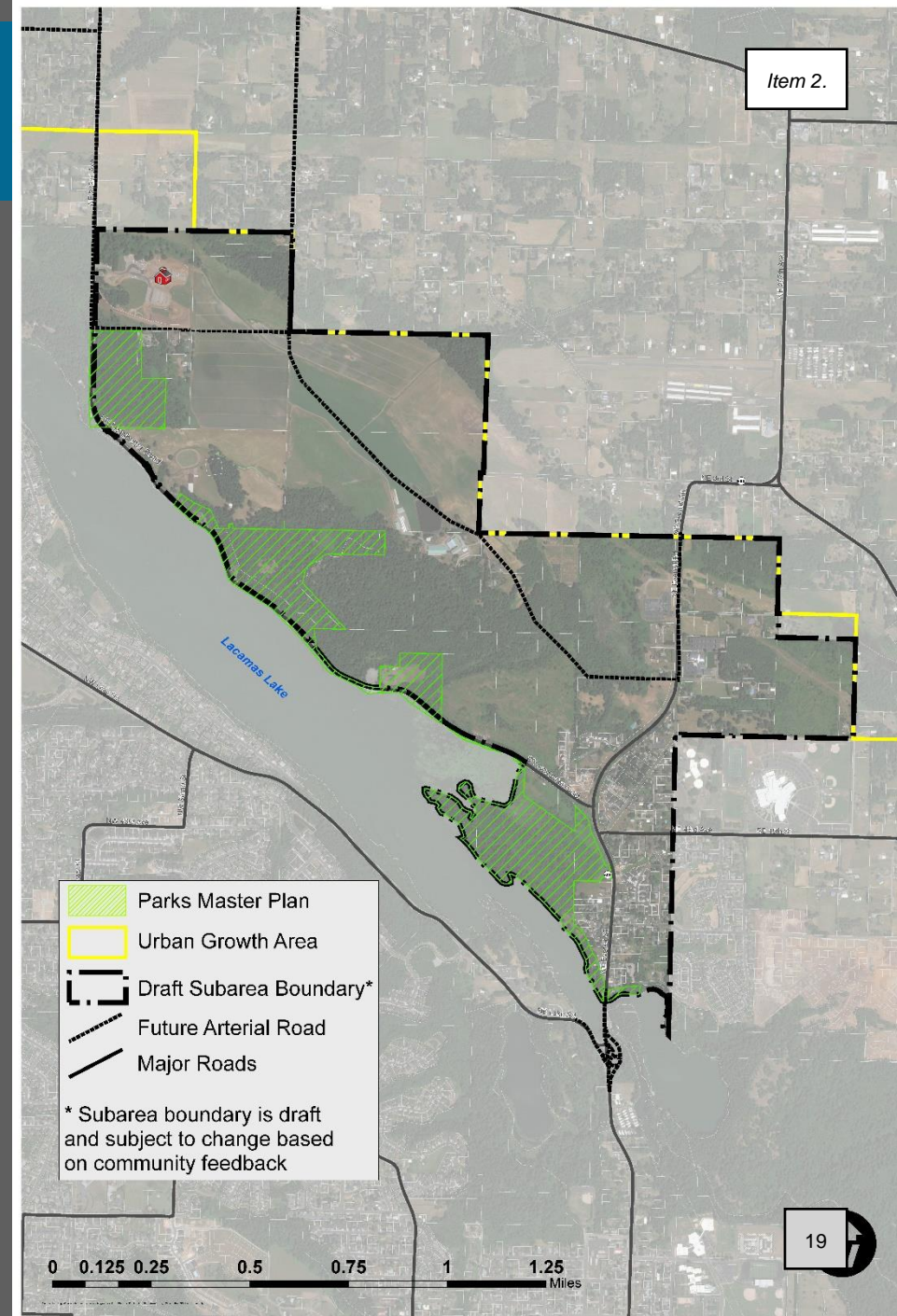
- Optional element of comprehensive plan; establishes vision and planning guidelines for a specific area
- Addresses community issues and concerns
- Unique to a specific area
- Guides preservation, redevelopment, new investment





# Why do we want to plan?

- Evaluate existing conditions; reallocate land uses to best meet the city's needs.
- Plan for what we want to happen vs. react to what we don't like.
- Communities that plan for growth have the best chance of managing their future to preserve community values



# Phase 1 Summary

**Objective:** Gather background data and community input.

# 7 Months of Outreach [August to February]



- 8/28 Discovery High School
- 9/10 Online survey 1 open
- 9/11 Camas Farmers Market
- 9/16 Stakeholder Interviews
- 9/18 Stakeholder Interviews
- 9/25 Camas High School
- 10/13 Online survey 1 closed
- 11/4 Camas Youth Advisory Council
- 11/21 Community Forum
- 12/3 Student Workshop
- 12/16 Online survey 2 open
- 1/26 Online survey 2 closed
- 2/4 Visioning Workshop



# Vision Outreach

## Round #1: Sept. 10 – Oct. 15

### Community Conversations

- 21 stakeholder interviews, two schools events, farmers market
- 182 unique comments

### Online Survey #1

- 583 respondents

## Round #2: Nov. 21st– Feb. 4th

### Community Forum

- 100+ participants

### Discovery High School Workshop

### Online Survey #2

- 623 respondents

### Visioning Workshop

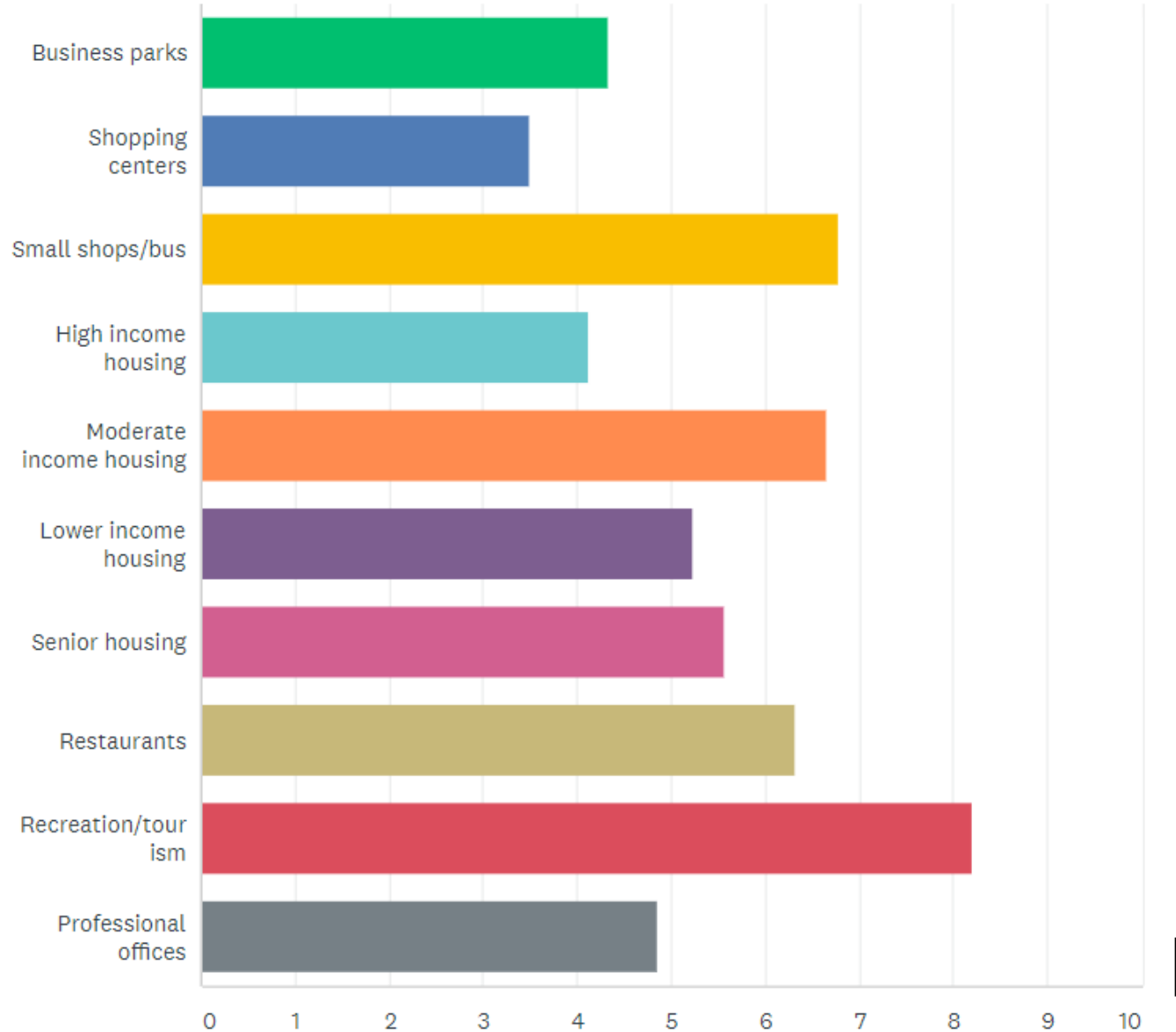
- 100+ participants



# Survey #2 - Land Uses

657 of 678 respondents

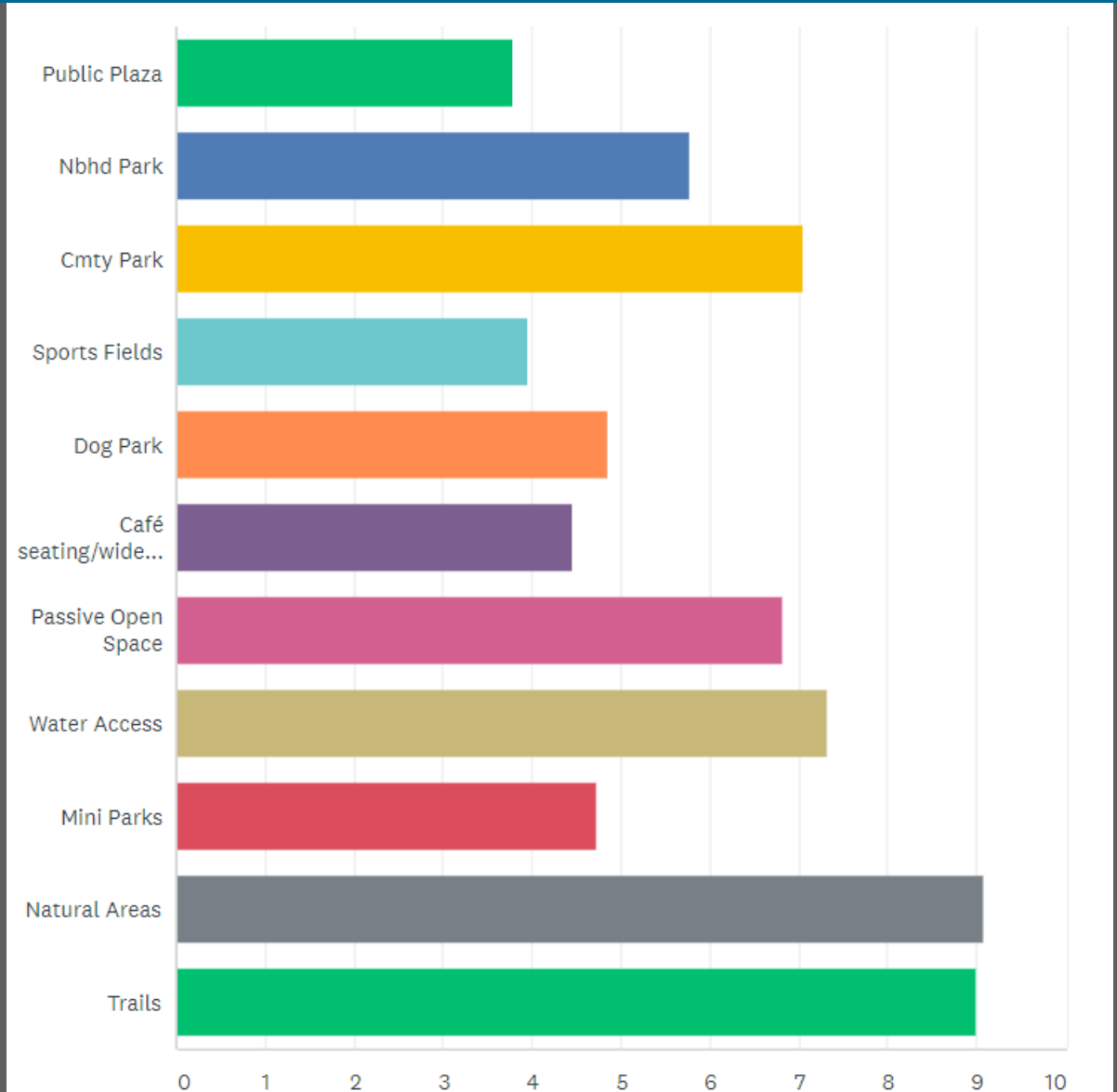
What land uses are most important to provide in the North Shore?



# Survey #2 – Parks and Public Spaces

661 of 678 respondents

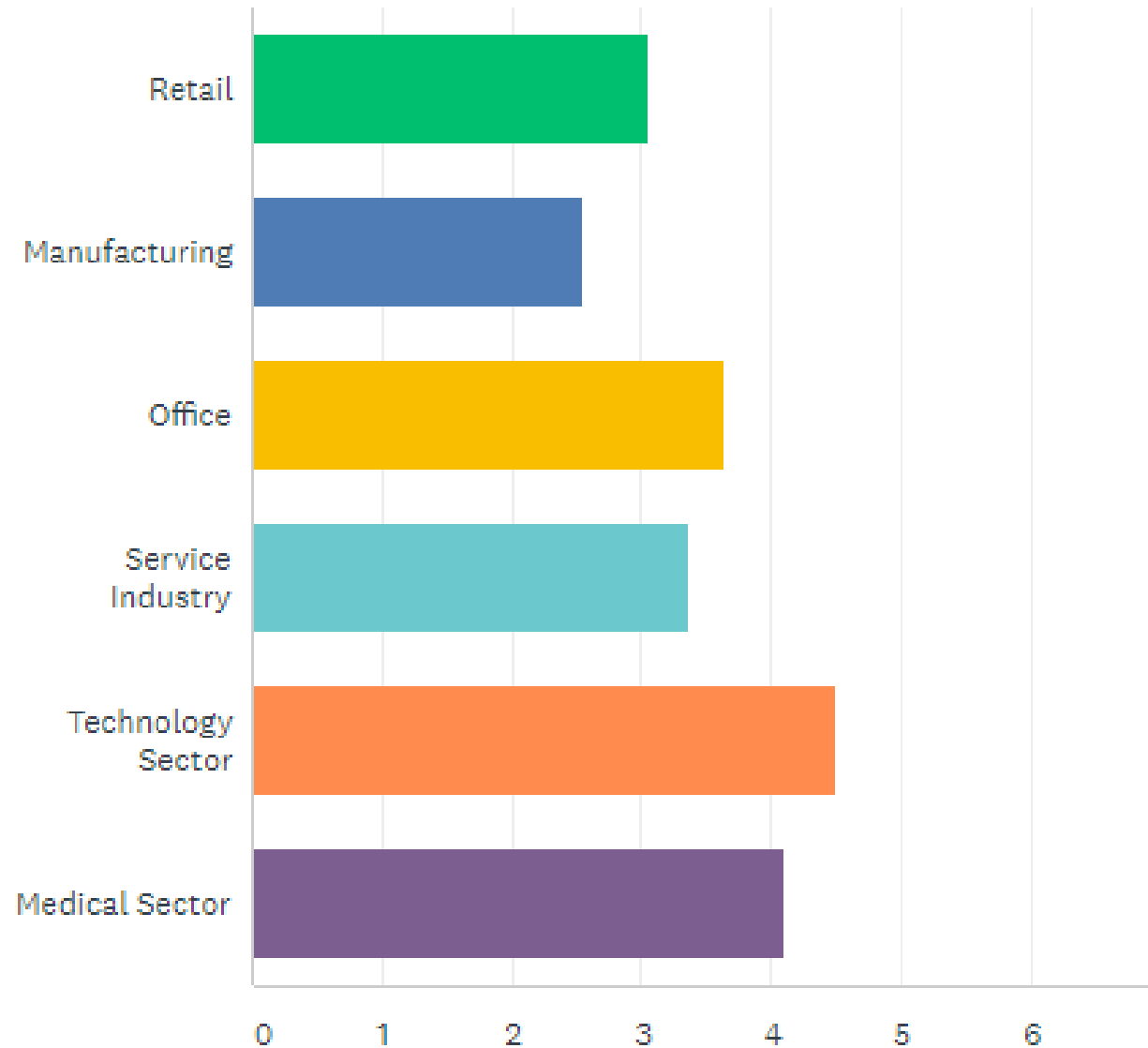
What types of parks and other public spaces are needed in the North Shore area?



# Survey #2 – Employment (Jobs)

595 of 678 respondents

What types of jobs would be ideal for this area to keep more jobs in Camas?



# Vision Outreach Themes

374 of 678 respondents





# Draft Vision

1. Preserve the North Shore's natural beauty.
2. Plan a network of green spaces and recreational opportunities.
3. Cluster uses for a walkable community.
4. Provide a variety of housing options.



# Draft Vision

5. Locate Industrial Parks and Commercial Centers to the north.
6. Favor local-serving businesses.
7. Plan for needed schools and infrastructure.
8. Pace development to maintain Camas' small-town feel.



## Phase 1



- Conduct public hearing and collect public testimony
- Deliberate and forward a recommendation to City Council
- Draft vision will be presented to City Council



The final vision will be adopted by Council by resolution.



# Camas North Shore Subarea Plan

## Draft Vision

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The North Shore Subarea Plan will guide future growth and development in the area north of Lacamas Lake. Today, the North Shore area consists of agricultural land and single-family residences with large, rural acreages. The area is anticipated to experience substantial growth and is currently zoned for a mix of employment, retail and residential uses.

In 2013, City Council established the current zoning through a Development Agreement with a coalition of property owners (adopted through Resolution 1277). 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 community members (81 signed-in).

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.

- Do not develop; keep it rural/natural
- Incorporate more parks and green space, especially near the lake
- Develop in a way that preserves trees, views, and habitat
- Minimize traffic impacts and maximize safety
- Plan for needed schools and infrastructure
- Incorporate bike paths, wider sidewalks and trails
- Plan for a variety of housing types
- Favor local-serving businesses, such as restaurants, cafes and grocers
- Protect the environmental and aesthetic qualities of the area
- Pace development to maintain Camas' small-town feel

## **[Draft] Camas North Shore Subarea Plan Vision**

Item 2.

A robust community engagement process conducted from August 2019 through February 2020 led to the following North Shore Vision that will guide development of the North Shore Subarea Plan.

1. **Preserve the North Shore's natural beauty.** Policies, regulations and design rules must protect significant trees and groves. Identify and preserve wildlife habitat corridors, and 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 that are affordable to households of 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 not harming with the economic viability of 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. **Pace development to maintain Camas' small town feel.** Sustain the city's quality of life through phased and sustainable growth that contributes to community character.

To: City of Camas Planning Commission, Council & Staff

Date: 8/11/20

From: Lynn Johnston, 320 NE 257<sup>th</sup> Ave., Camas, WA 98607

Subject: North Shore Draft Vision Statement Comments

## **[Draft] Camas North Shore Subarea Plan Vision**

1. **Preserve the North Shore's natural beauty.** Policies, regulations and design rules must protect significant trees and groves. Identify and ~~preserve wildlife habitat corridors~~, and views to the treed hillside and the lake. **This phrase has broad meaning and could have unintended consequences for buildable land.**
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. **"Homes close to schools"...I agree.**
4. **Provide a variety of housing options.** Plan for diverse housing types that are affordable to households of 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. **I agree. A portion of the surplus "industrial" zoned land located closest to the lake, parks and school could be shifted to "residential". An added benefit would be helping to rebalance the residential areas displaced by School and City land purchases while leaving a sizable area to the north for future job growth.**
6. **Favor local-serving businesses.** Encourage small, local businesses such as restaurants, cafes and grocers that serve North Shore residents and businesses, while not harming ~~with~~ **(typo)** the economic viability of downtown Camas.
7. **Plan for needed schools and infrastructure.** Ensure adequate roads, schools and utilities are in place ~~before~~ **(as)** 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. **It is customary that roads and utilities are constructed as development requires their need. For example, the new North Shore Arterial will likely be built in shorter sections over time rather than one grand project.**
8. ~~**Pace development to maintain Camas' small town feel.** Sustain the city's quality of life through phased and sustainable growth that contributes to community character. **What does this mean? Please strike entire line. This item is vague and could be interpreted in many different ways. It will likely take 30 years for North Shore to fully build out. We need to find a balance between protecting the elements that are most important without "handcuffing" future development.**~~

**Madeline Sutherland**

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**From:** Anna W <Waendelaw@protonmail.ch>  
**Sent:** Tuesday, August 18, 2020 8:10 PM  
**To:** Community Development Email  
**Subject:** North Shore sub area Plan

To Sarah Fox and other interested parties,

My name is Anna Waendelin and I reside in Camas Washington. I attempted to join the meeting tonight via zoom as well as by phone (as my computer microphone has been disabled). Unfortunately, neither method allowed me to be heard by you when I "raised my hand".

I have the following comments/requests:

1. I was not included in the 400+ emails you sent to citizens, nor was I apprised of the fact that these meetings and public involvement was going on. I feel I have been deprived of the opportunity to be heard. I would like to be immediate added to your list of citizens to be notified of city planning events, and especially the vision for the North Shore.
2. Please advise how I can obtain information, including copies of the exhibits that were shown during tonight's meeting.
3. I want to state emphatically my wish that the 270+ acres currently owned by the city remain in as natural a state as possible, with preservation of wild life, trails, parks and access to water. I oppose any form of development on city property and encourage the city to reflect the natural state of the north shore in its, hopefully soon to be revised, zoning regulations.
4. As for the privately owned 500+ acres, I would like to see some green areas set aside for each proposed project AND have those set asides connected to one another to accommodate trails and wildlife habitat.

Thank you for adding my opinion to the rest of the public comments and for, in the future, keeping me informed of events that impact our quality of life here in Camas.

Sincerely,

Anna H Waendelin  
Tel: [360-844-5333](tel:360-844-5333)  
Fax: [360-838-1500](tel:360-838-1500)

Sent from [ProtonMail](#), encrypted email based in Switzerland.

Sent with [ProtonMail](#) Secure Email.



1



2



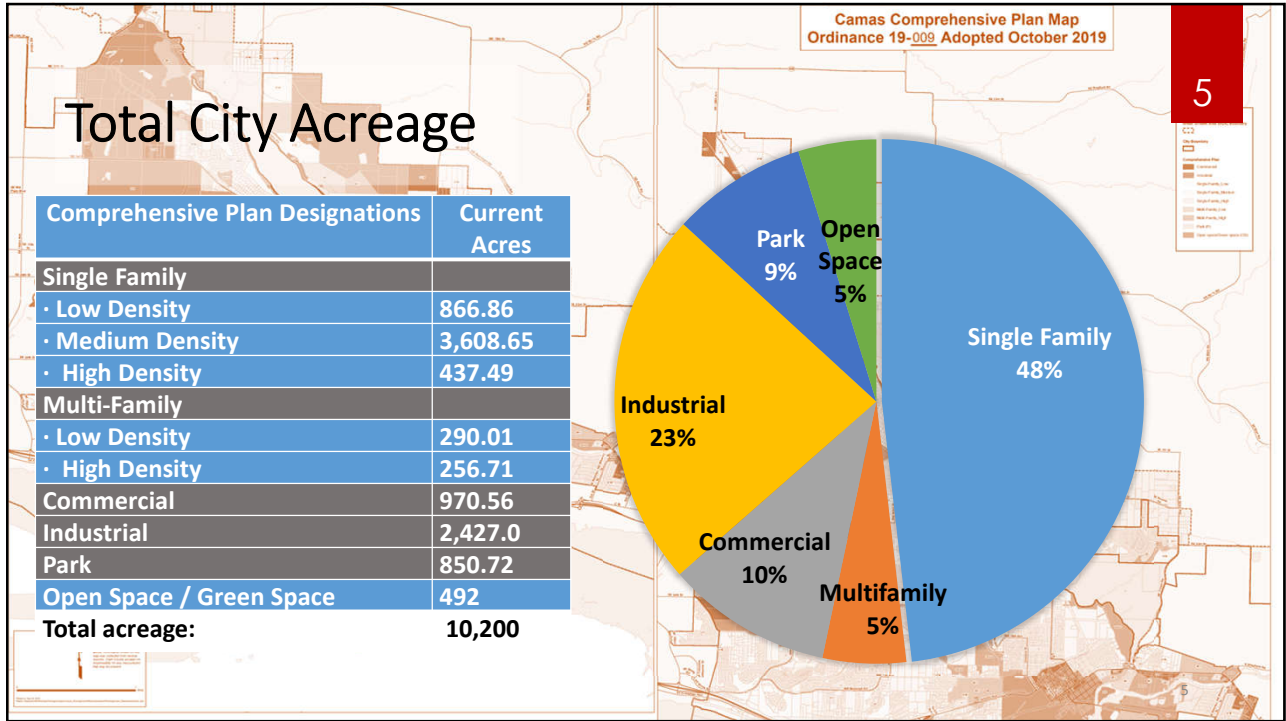
# Elements of Camas 2035

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

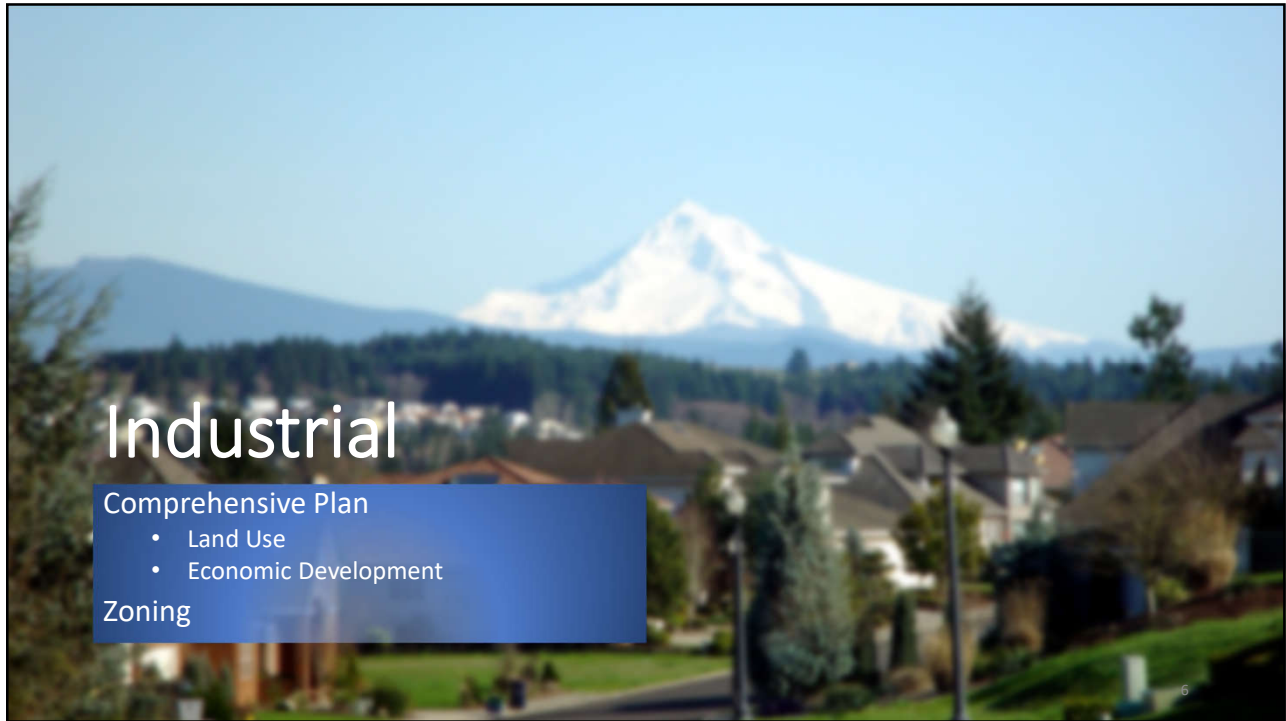
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## Current City Maps Adopted by Ord. 19-009

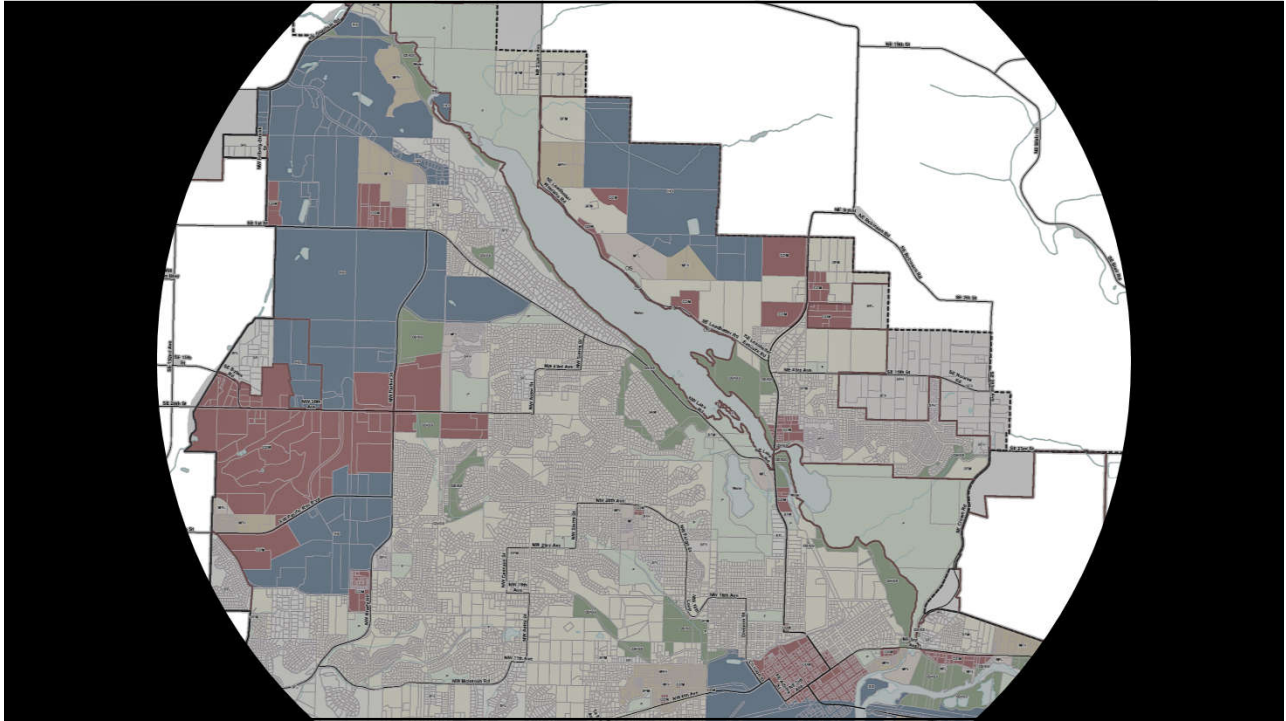
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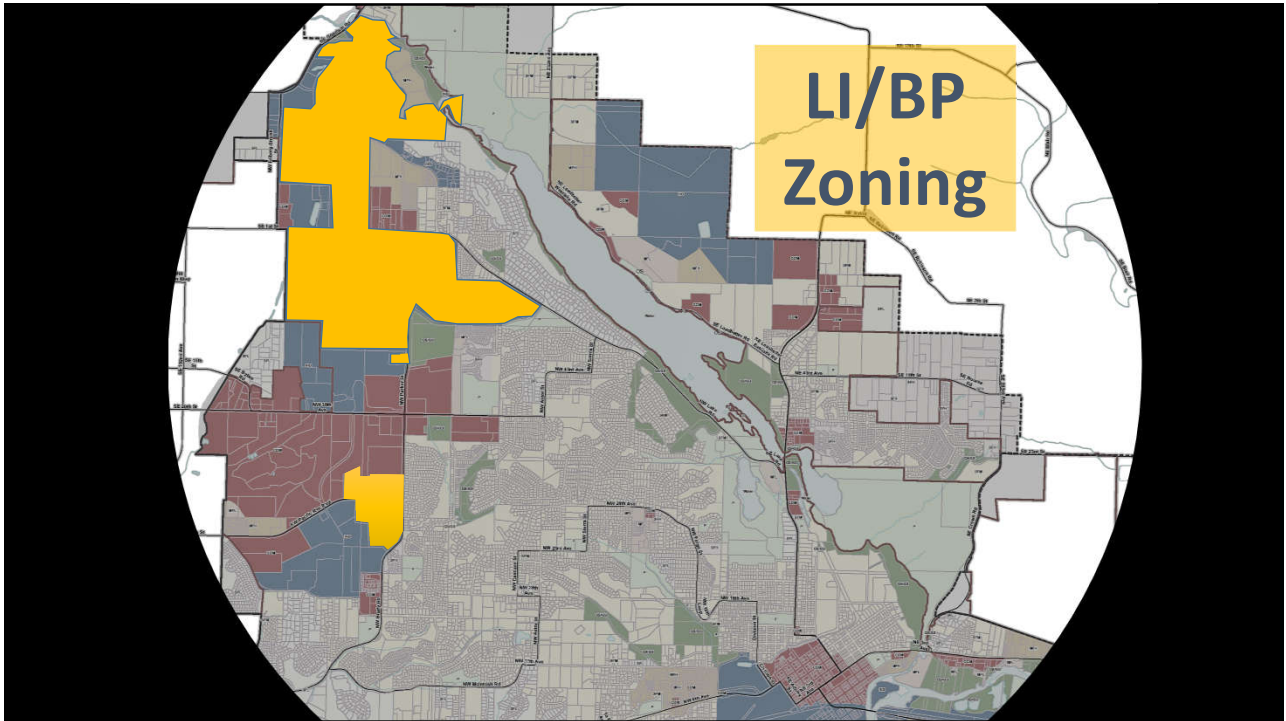
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8



# Light Industrial/Business Park Zone

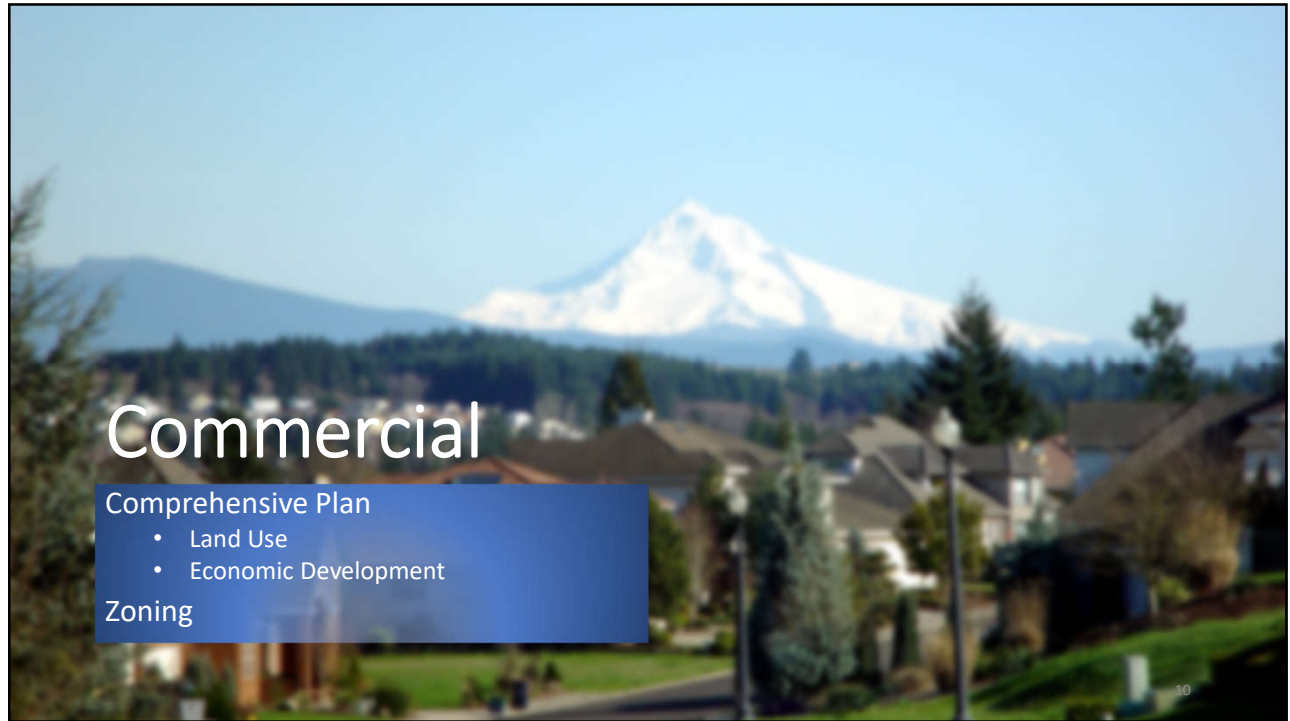


**Camas Meadows Dr.**  
 Plexsys  
 Lightfeet  
 Reality  
 Oregon Ice Cream  
 Logitech

**NW Lake Road**  
 Safe Fire  
 Almar Tools  
 Wafer Tech  
 Samson Sports

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

9



# Commercial

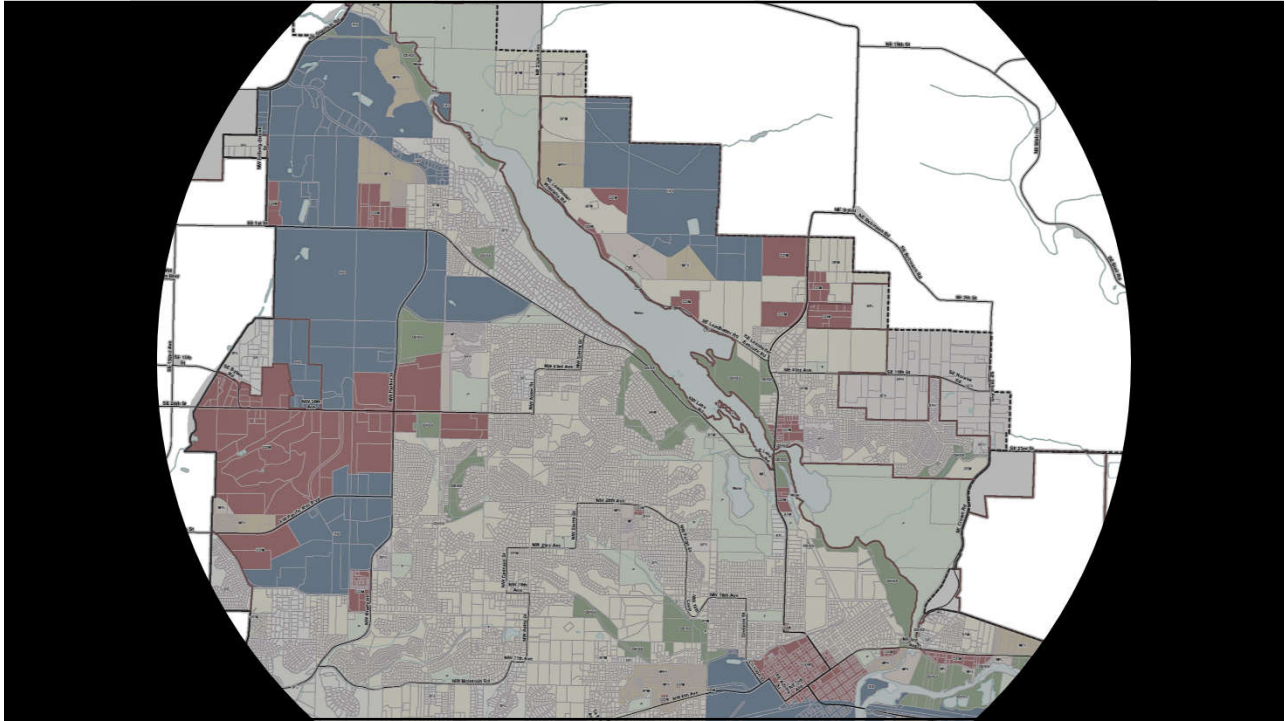
**Comprehensive Plan**

- Land Use
- Economic Development

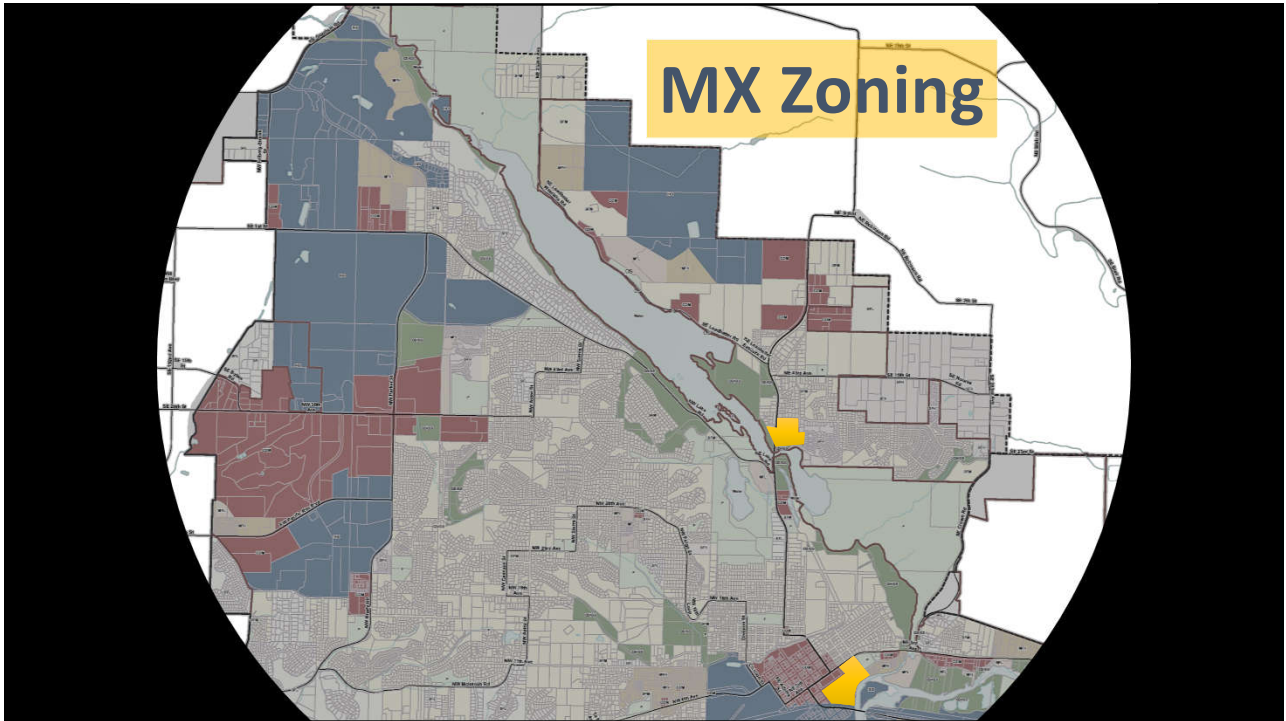
**Zoning**

10





11



12

# Mixed Use Zone

13

### 2<sup>nd</sup> 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

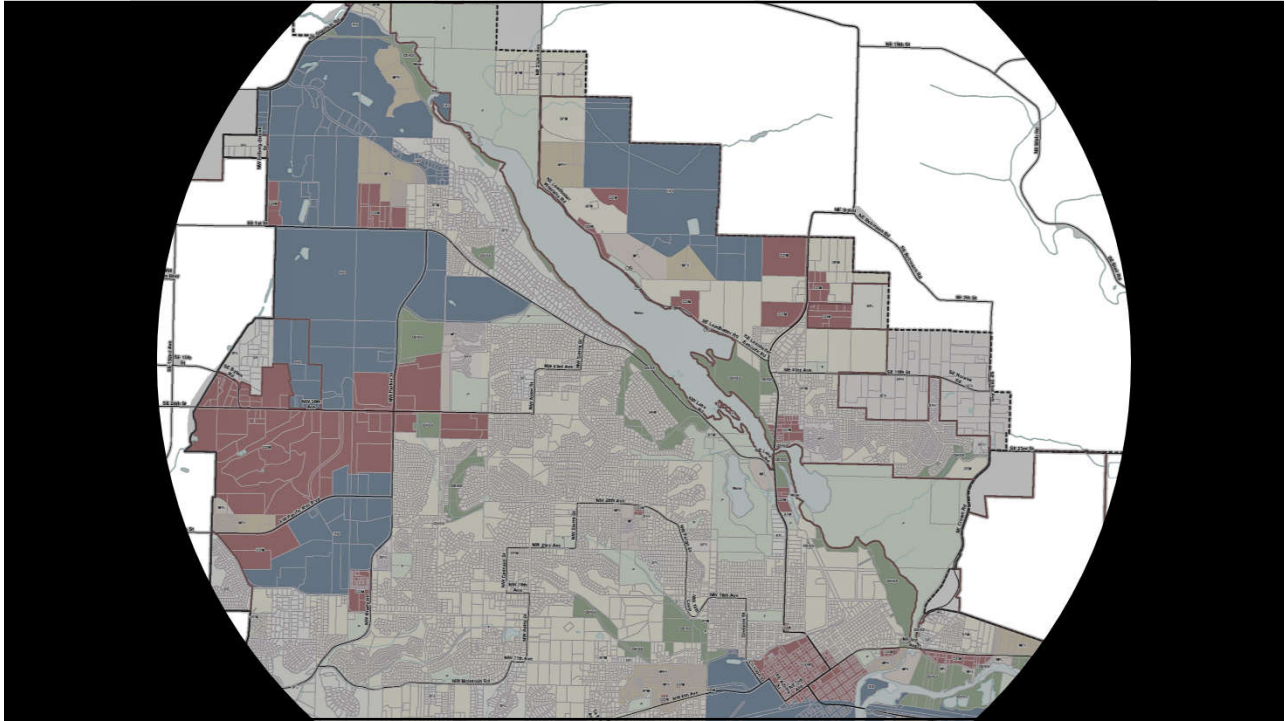
### Comprehensive Plan

- Housing
- Land Use

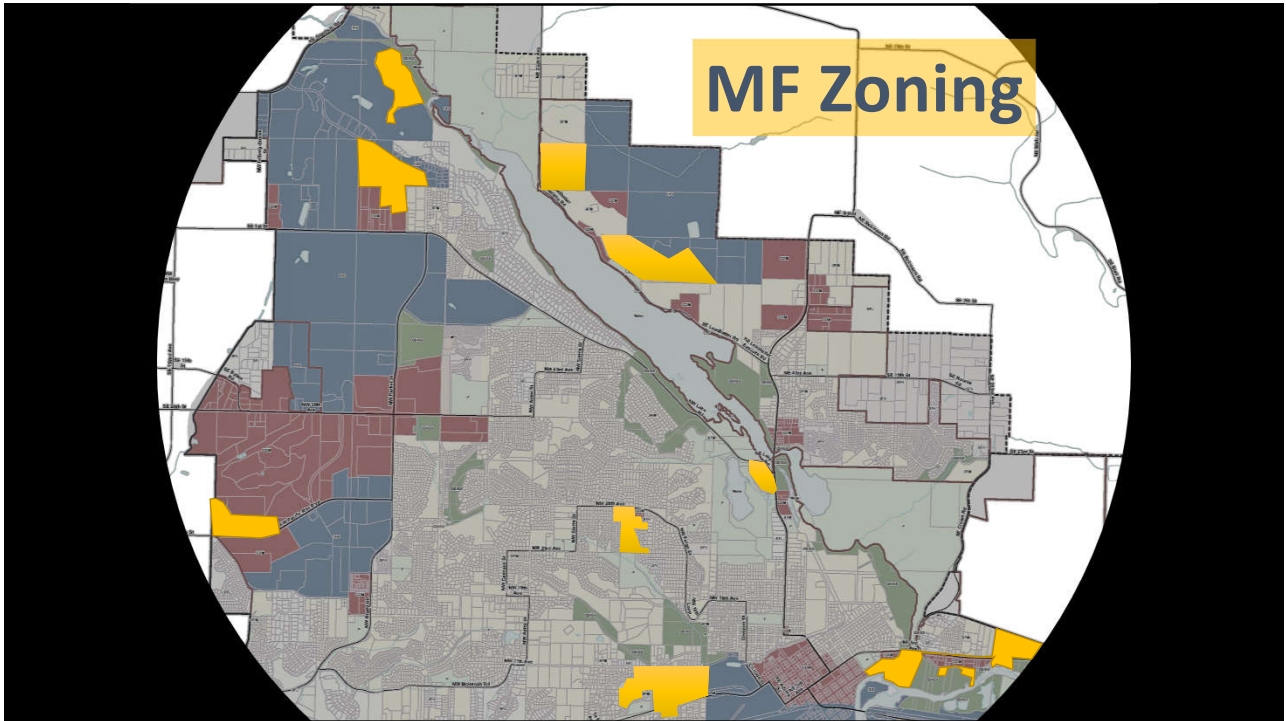
### Zoning

14





15



16

# Multifamily

NW 6<sup>th</sup> Ave.  
SE 34<sup>th</sup> St.

17



17

# Multifamily

NW 28<sup>th</sup> Ave  
NW 7<sup>th</sup> 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

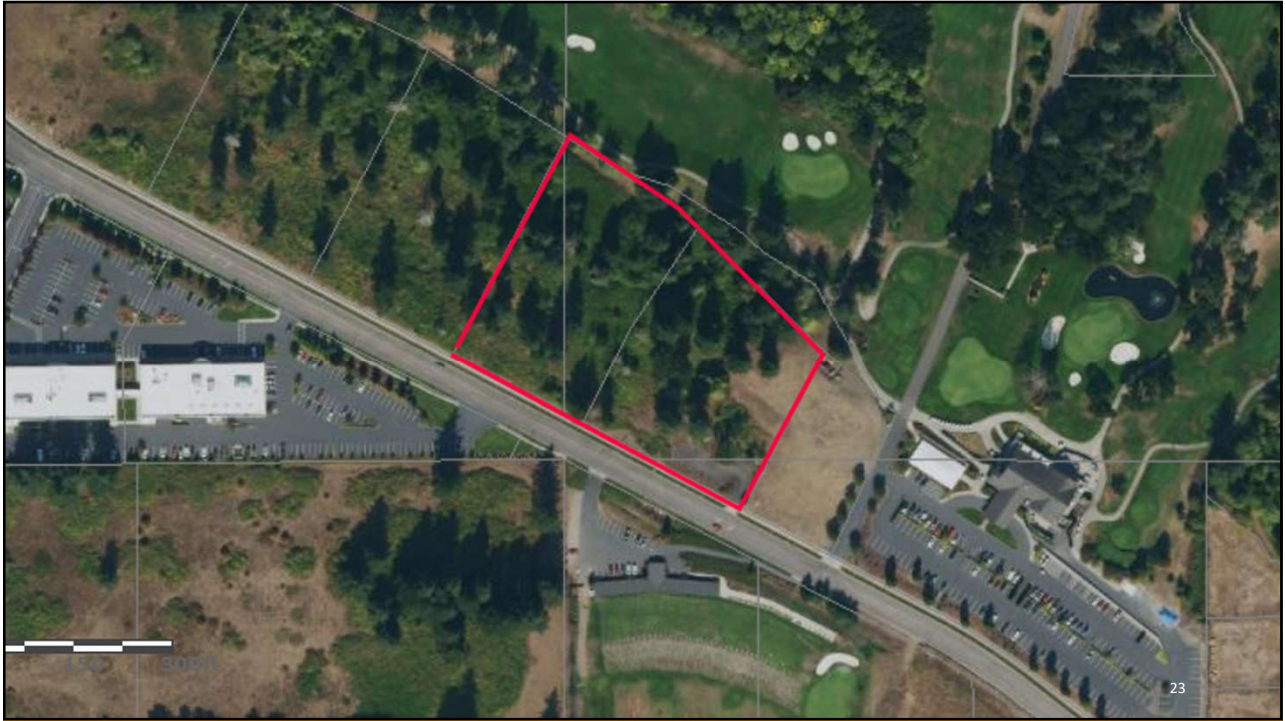
22

Lofts at Camas Meadows  
#CPA20-03

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

22





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## Next Steps

- ✓ Conduct public hearing
- ✓ Deliberate and forward a recommendation to City Council
  - Adoption,
  - Rejection or
  - Deferral of each proposed change

24



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



**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

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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.

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- 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

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.

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**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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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:

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**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*  
0EB85988489B4B8...  
**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**

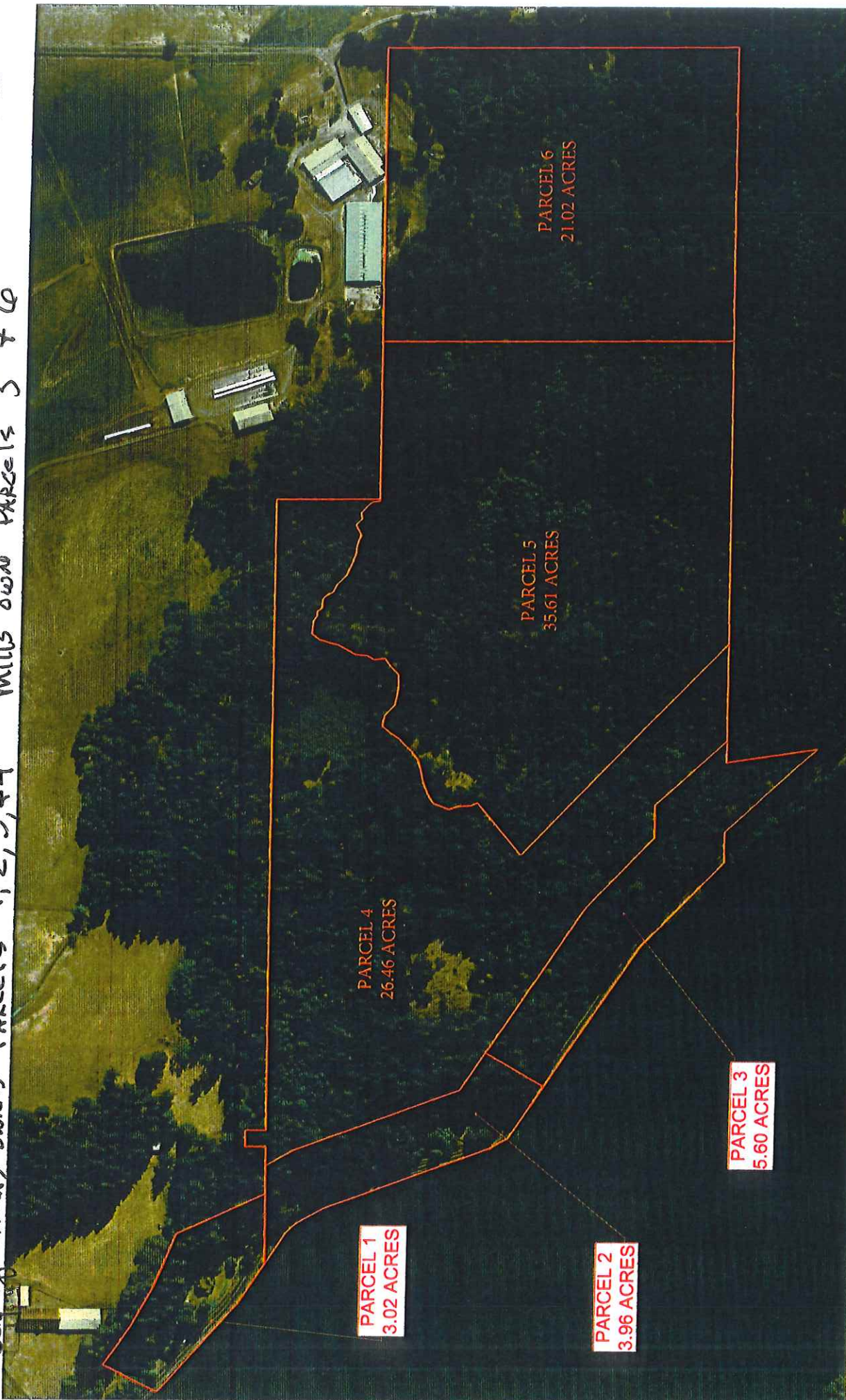
DocuSigned by:  
*Michael Mills*  
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**By Michael Mills**  
**Its Member** **Dated** 1/29/2020 | 11:37 PM PST

DocuSigned by:  
*John Mills*  
4BD002D782104B4...  
**By John Mills**  
**Its Member** **Dated** 1/30/2020 | 9:07 AM PST

Mills - Canas New Lots after Lot Line Adjustment

Exhibit 1

City of Canas owns Parcels 1, 2, 3, + 4 Mills own Parcels 5 + 6



Parcel 1 - Leadwater Property  
Parcel 2 - Downside Property

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

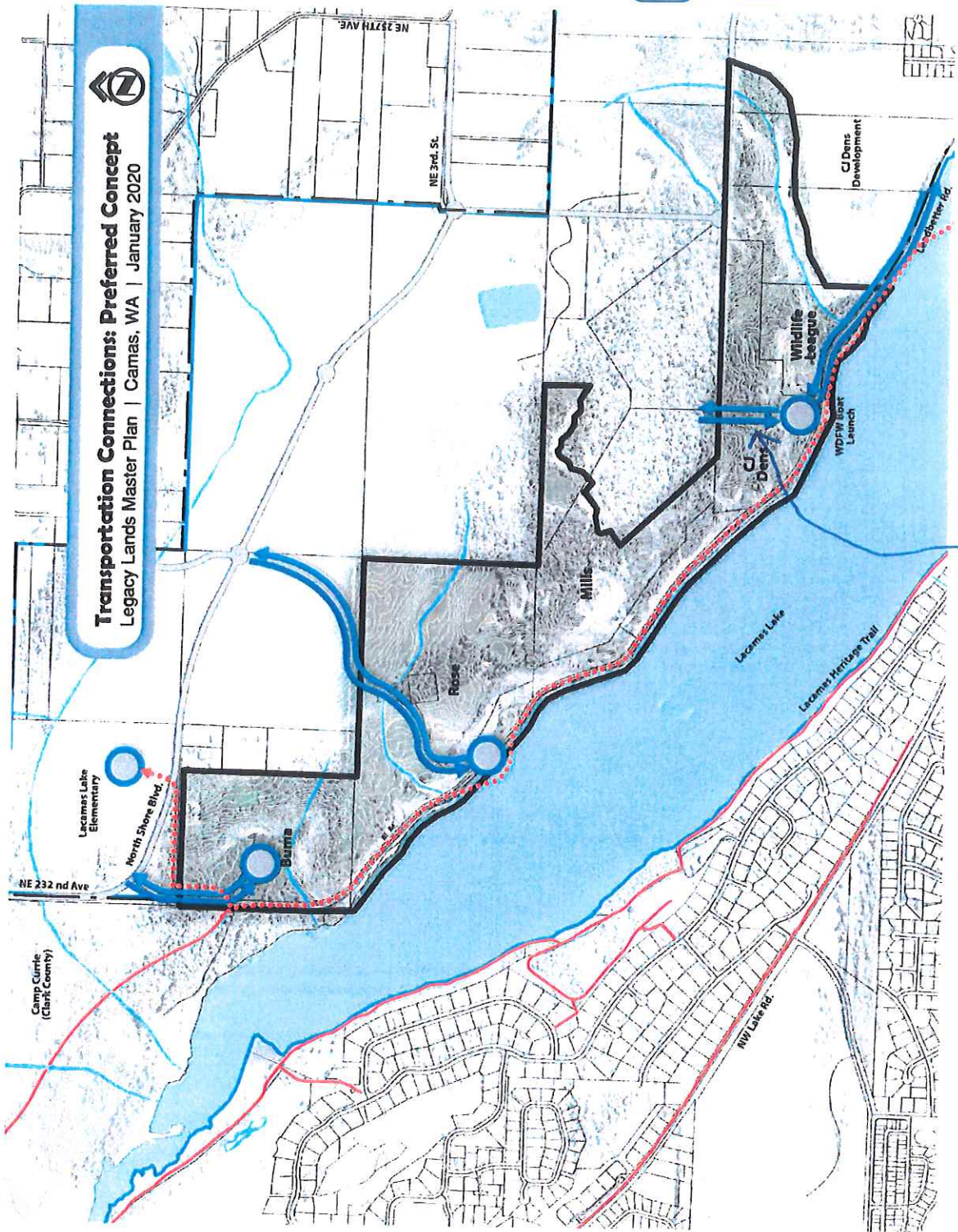
Parcel 5 - 35.6 acres  
Planned MF-10 zone

Parcel 6 - 21.0  
Planned MF-1B

Item 3.



Exhibit 2:  
Roads Plan



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Proposed NE Fargo Street

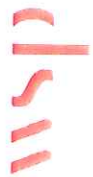


- Northbound Lane
- Southbound Lane
- Proposed Trail
- Existing Trail
- Future Transportation
- Parking/Trailheads

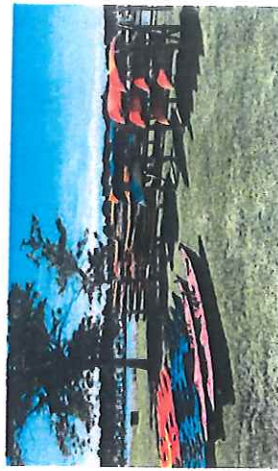
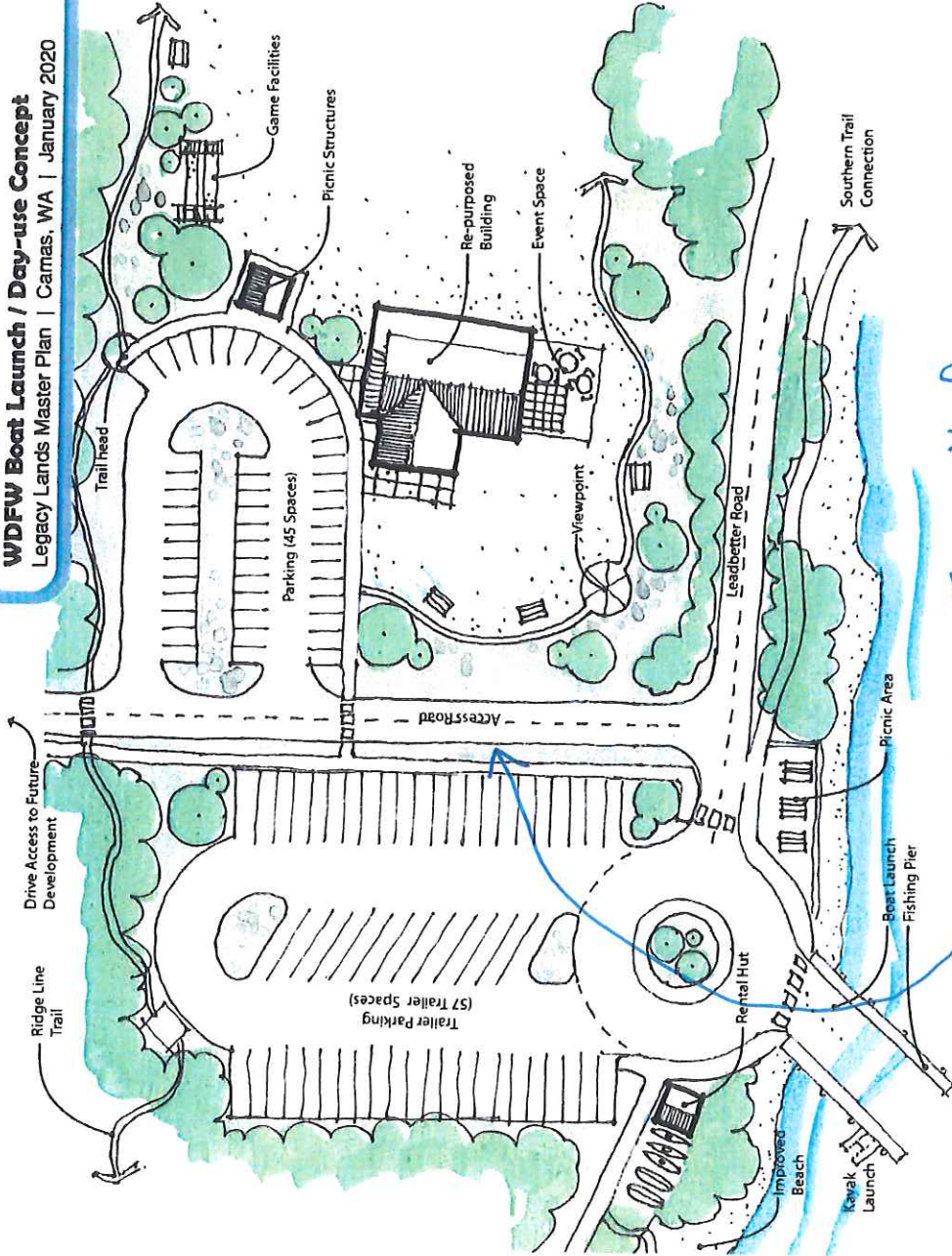




Exhibit 3  
ROAD PLAN



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



Proposed NE Fargo Street  
Legacy Lands Advisory Board Recommendation

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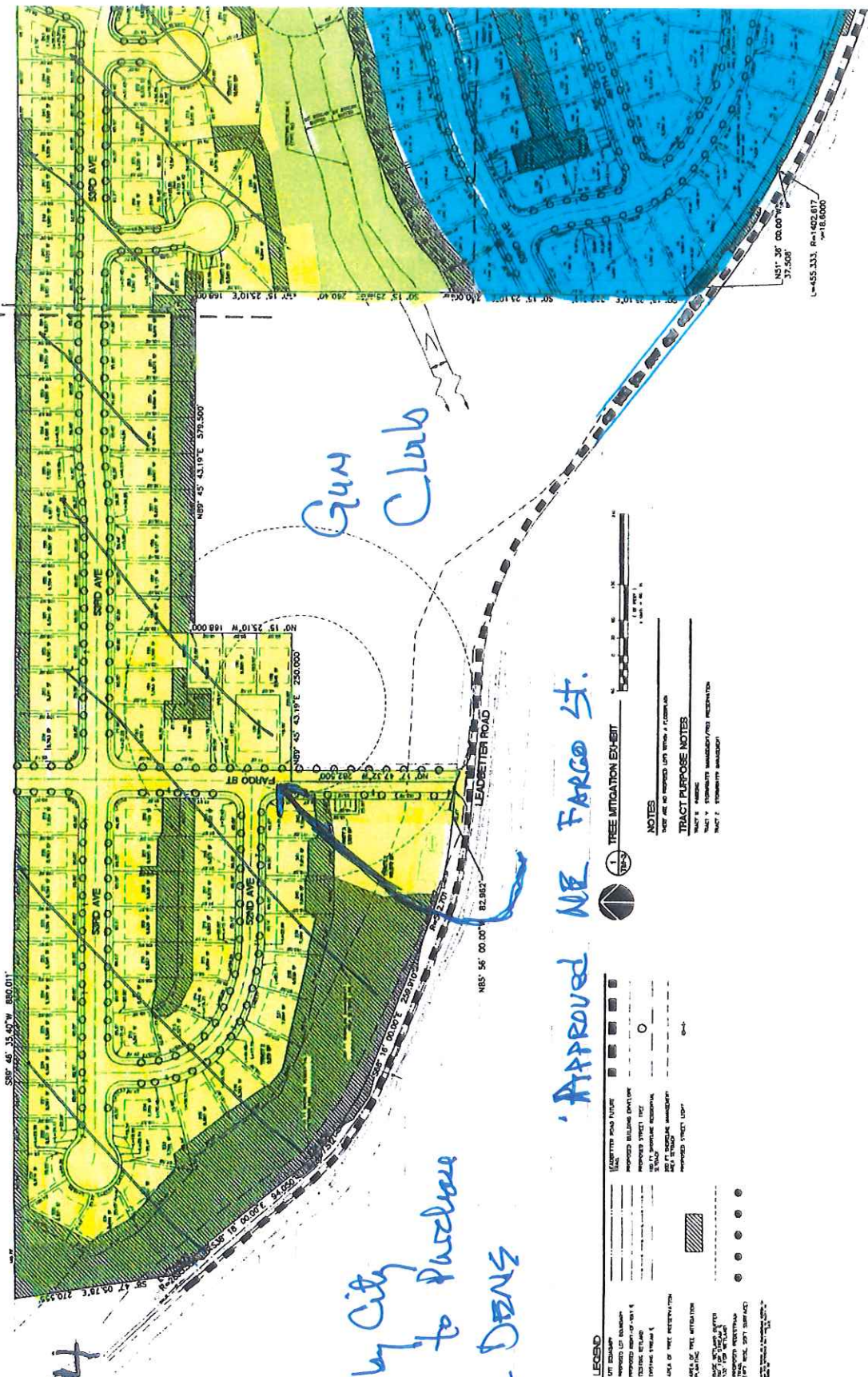
Exhibit 4

ROAD PLAN

Proposed by City  
of Camas to Purchase  
from DENZ

'APPROVED NE FARGO ST.

Gun Club



**LEGEND**

[Symbol]	EXISTING ROAD RIGHT OF WAY
[Symbol]	PROPOSED LOT BOUNDARY
[Symbol]	PROPOSED STREET RIGHT OF WAY
[Symbol]	PROPOSED STREET RIGHT OF WAY
[Symbol]	PROPOSED STREET LIGHT
[Symbol]	AREA OF TREE PRESERVATION
[Symbol]	AREA OF TREE PRESERVATION
[Symbol]	PROPOSED WETLANDS
[Symbol]	PROPOSED WETLANDS
[Symbol]	PROPOSED WETLANDS

**NOTES**

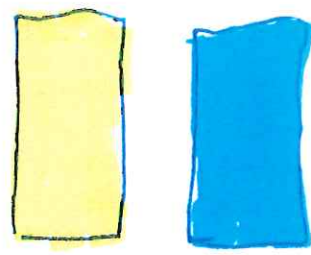
1. TREE MITIGATION EXHIBIT

2. TRACT PURPOSE NOTES

3. TRACT PURPOSE NOTES

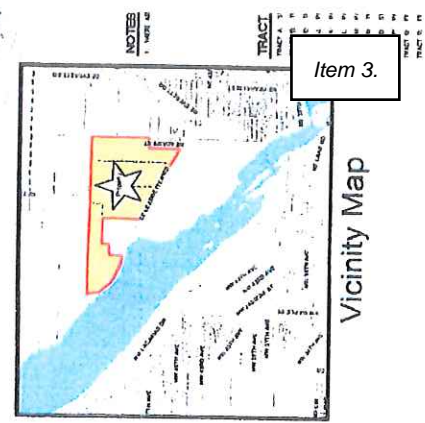
4. TRACT PURPOSE NOTES

5. TRACT PURPOSE NOTES



DENZ West

DENZ EAST



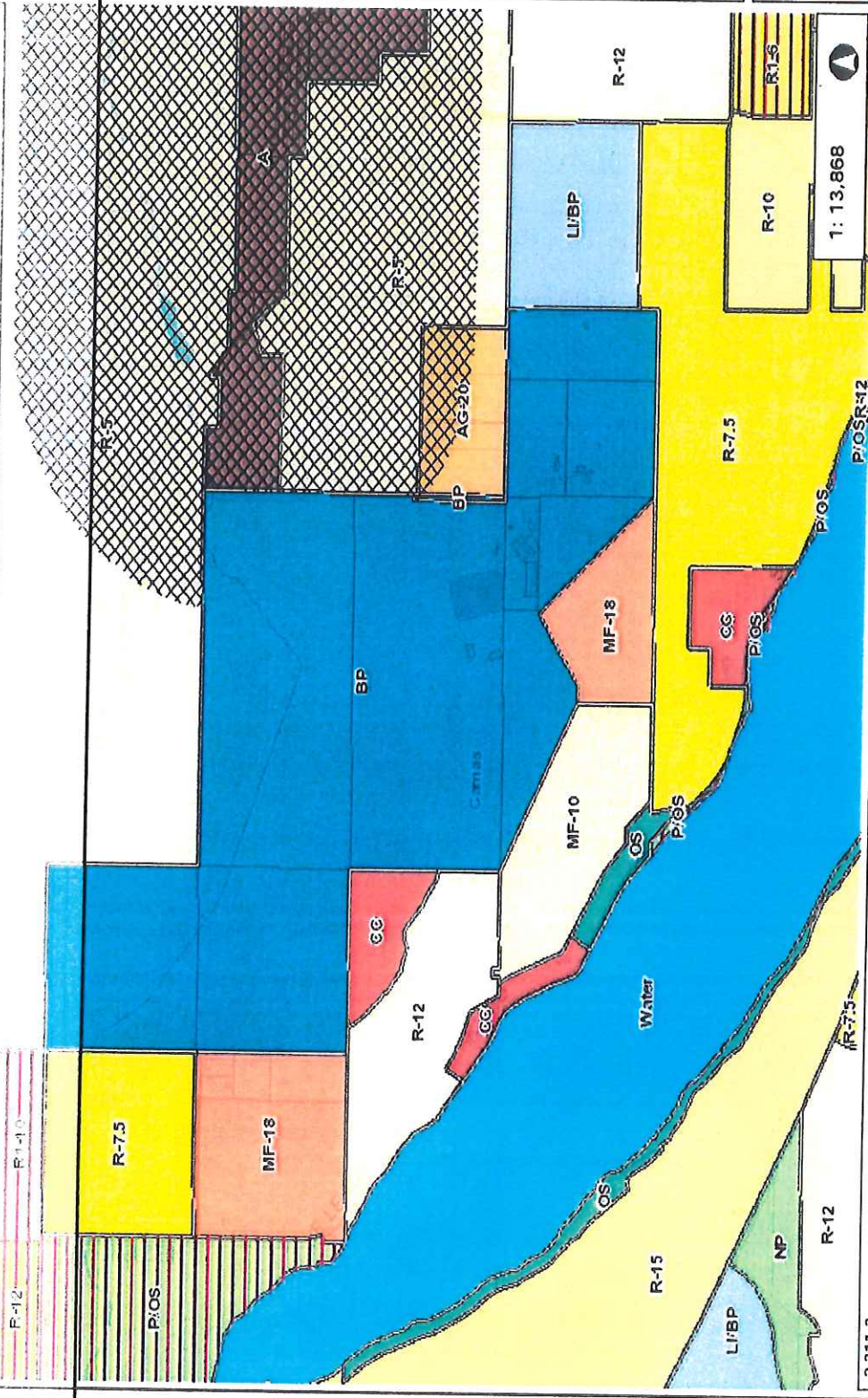
Vicinity Map

Item 3.

TREE MITIGATION EXHIBIT



# 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 - 40 (UH-40)
  - Urban Holding - 20 (UH-20)
  - Airport Environs Overlay
  - Surface Mining Overlay District
  - Existing Historic Resort
  - Mill Creek Overlay District
  - Highway 98 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:**

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## Comprehensive Zoning Map of LNS

of COMPREHENSIVE PLAN

**CONTACT** Kimbal R Logan  
 360.904.9090  
 kimbal@kimballogan.com

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



# Mills BEFORE and AFTER Lot Line Adjustments Site Plan 2

### Legend

- ADJUSTED BOUNDARY
- EXISTING BOUNDARY



Item 3.

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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	<a href="#">Google Maps Street View</a>
Administrative Data <a href="#">Info...</a>	Land Data	Assessment Data <a href="#">Info...</a>
Zoning Designation - <a href="#">Codes</a>	Clark County Road Atlas <a href="#">Page 12</a>	<b>2019 Values for 2020 Taxes</b>
Multifamily Residential-10 (MF-10) Business Park (BP) Multifamily Residential-18 (R-18)	Approximate Area <a href="#">Info...</a> 1,551,172 sq. ft. 35.61 acres	Market Value as of January 1, 2019
Zoning Overlay(s)	Subdivision no data	Land Value \$1,608,222.00
Comprehensive Plan	Survey No Records	Building Value \$0.00
Comp. Plan Overlay(s)		Total Property \$1,608,222.00
Census Tract		<b>Taxable Value</b>
Jurisdiction		Total \$11,317.00
Fire District		<b>2018 Values for 2019 Taxes</b>
Park District		Market Value as of January 1, 2018
School District		Land Value \$1,247,941.00
Elementary Middle School High School		Building Value \$0.00
Sewer District		Total Property \$1,247,941.00
Water District		<b>Taxable Value</b>
Neighborhood		Total \$12,604.00
Section-Township-Range		<b>General</b>
Urban Growth Area		Re-valuation Cycle 4
C-Tran Benefit Area		Assessor Neighborhood 8050
School Impact Fee		Notice of Value <a href="#">2019</a>
Transportation Impact Fee		<a href="#">2018</a>
Transportation Analysis Zone		<a href="#">2017</a>
Waste Connections		<a href="#">2016</a>
Garbage Collection Day		<a href="#">2015</a>
Last Street Sweeping		<a href="#">2014</a>
CPU Lighting Utility District		<a href="#">2013</a>
Burning Allowed		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.
Increased Wildfire Danger Area		
Public Health Food Inspector District		
Public Health WRAP Inspector District		
Councilor District		
Drainage District		



# Mills - 35.6 acres - PIN 177884000



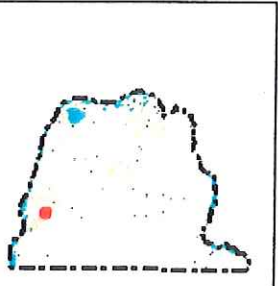
752.3  
0  
376.17  
752.3 Feet

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

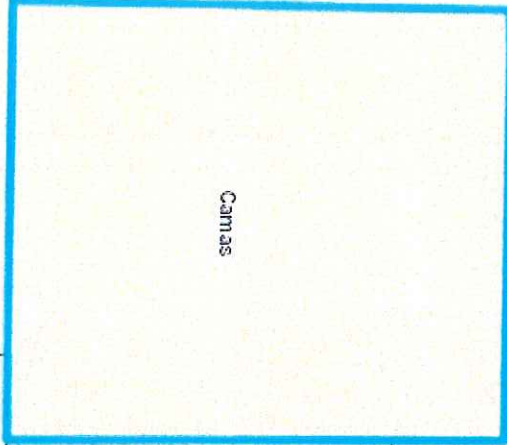
<b>Property Owner</b> MILLS FAMILY LLC	<b>Owner Mailing Address</b> 4699 LEASURE DR MT HOOD OR , 97041 US	<b>Property Site Address</b> 313 SE LEADBETTER RD, CAMAS, 98607 <a href="#">Google Maps Street View</a>
<b>Administrative Data</b> <a href="#">Info...</a>	<b>Land Data</b>	<b>Assessment Data</b> <a href="#">Info...</a>
Zoning Designation - <a href="#">Codes</a> Multifamily Residential-18 (R-18) Business Park (BP)	Clark County Road Atlas <a href="#">Page 12</a> Approximate Area <a href="#">Info...</a> 915,631 sq. ft. 21.02 acres	<b>2019 Values for 2020 Taxes</b> 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 no data No Records	<b>Taxable Value</b> Total \$44,716.00
Comprehensive Plan MFH IND	<b>Sales History</b>	<b>2018 Values for 2019 Taxes</b> 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	Sale Date 09/25/2013 Document Type D-B&S Excise Number 706441 Document Number 5056705 Sale Amount \$0.00	<b>Taxable Value</b> Total \$41,541.00
Census Tract 406.05	Sale Date 09/25/2013 Document Type D-B&S Excise Number 700004 Document Number 5017749 Sale Amount \$0.00	<b>General</b>
Jurisdiction Camas	Sale Date 02/01/2001 Document Type D-QCD Excise Number 484776 Document Number Sale Amount \$0.00	Re-valuation Cycle 4 Assessor Neighborhood 8050 Notice of Value <a href="#">2019</a> <a href="#">2018</a> <a href="#">2017</a> <a href="#">2016</a> <a href="#">2015</a> <a href="#">2014</a> <a href="#">2013</a>
Fire District Camas Washougal FD	Sale Date 01/01/1900 Document Type BLA Excise Number 798318 Document Number 5585307 Sale Amount \$0.00	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.
Park District n/a		
School District Elementary Middle School High School Camas Lacamas Lake Liberty Camas		
Sewer District Rural/Resource		
Water District Camas		
Neighborhood n/a		
Section-Township-Range NE 1/4,S34,T2N,R3E <a href="#">PDF</a>		
Urban Growth Area Camas		
C-Tran Benefit Area Yes		
School Impact Fee Camas		
Transportation Impact Fee Camas		
Transportation Analysis Zone 483		
Waste Connections Thursday		
Garbage Collection Day		
Last Street Sweeping n/a		
CPU Lighting Utility District 0		
Burning Allowed No		
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](mailto:assessor@clark.wa.gov)





# Mills - 21.02 acres - PIN 177885000



Camas

NE 252nd Ave

SE 252nd Ave

SE L. Seabrocker Rd

752.3

0

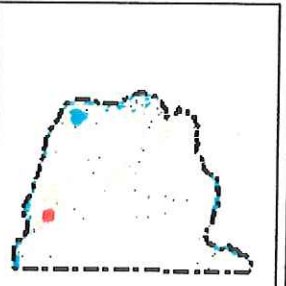
376.17

752.3 Feet

WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
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1 : 4,514



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

**Notes:**



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

Item 3.

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  
 Street Address E-mail Address  
VANCOUVER WA 98684  
 City State ZIP Code

Property Information

Property Address: No ADDRESS Pin #'s 177884008 + 177885000  
 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  
 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  
 Last First  
1930 SW River Drive # 506  
 Street Address Apartment/Unit #  
 E mail Address: Portland OR 97212-3604  
mpmills18@qmail.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 # <u>796.00</u>
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](mailto: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.](#)



**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 \_\_\_\_\_

DS SM DS MM DS KRL

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.

DS SM DS MM DS KRL



- 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.

DS SM DS MM DS KRL



- 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.

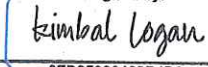
- b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

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: 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  
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 



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.

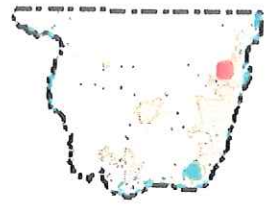
To the best of our knowledge this proposal does not conflict with any local, state, or federal laws or requirements for protection of the environment.

DS SM DS MM DS KRL





# Mills / Camas Topographical Map



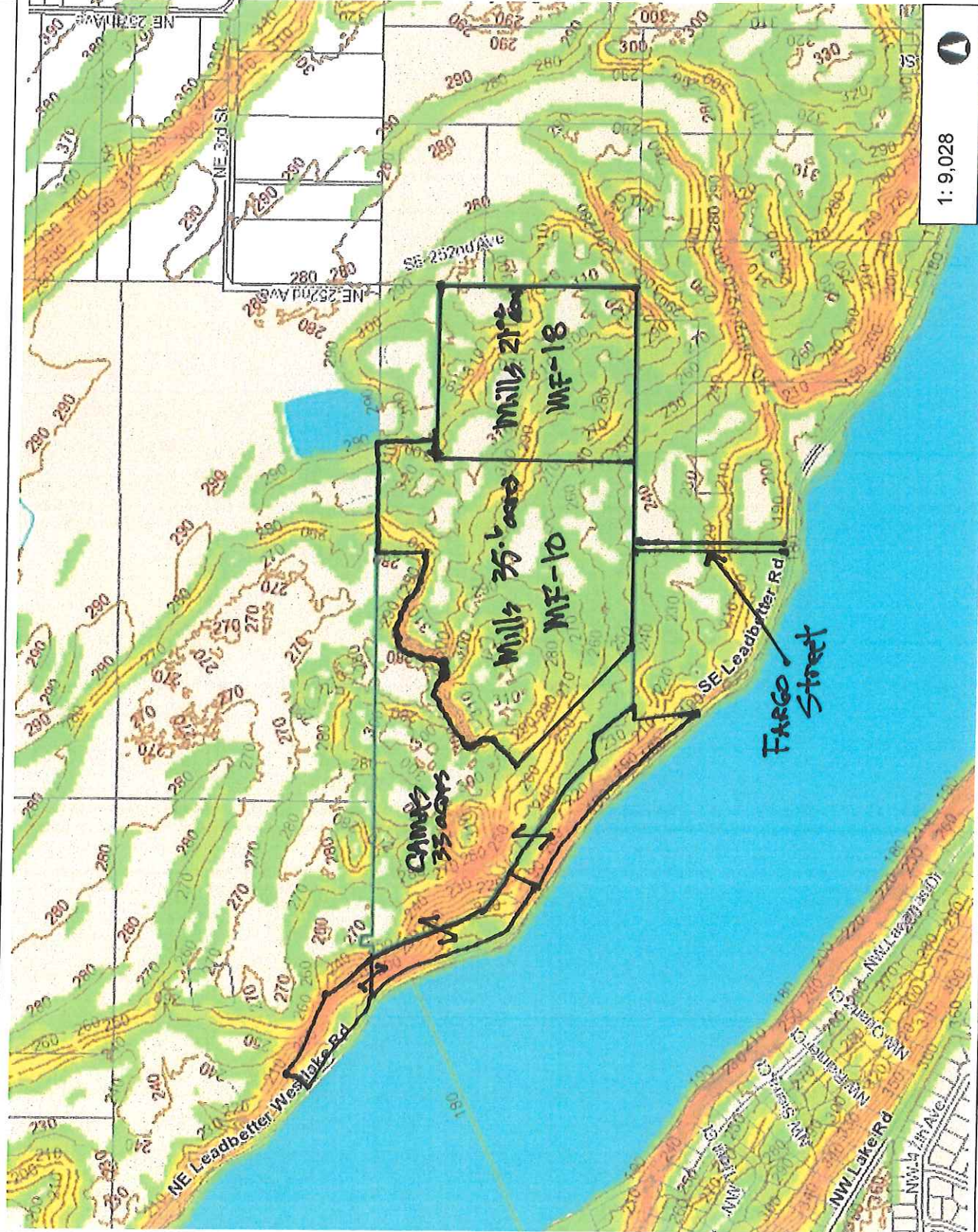
## Legend

- 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 3.



1: 9,028

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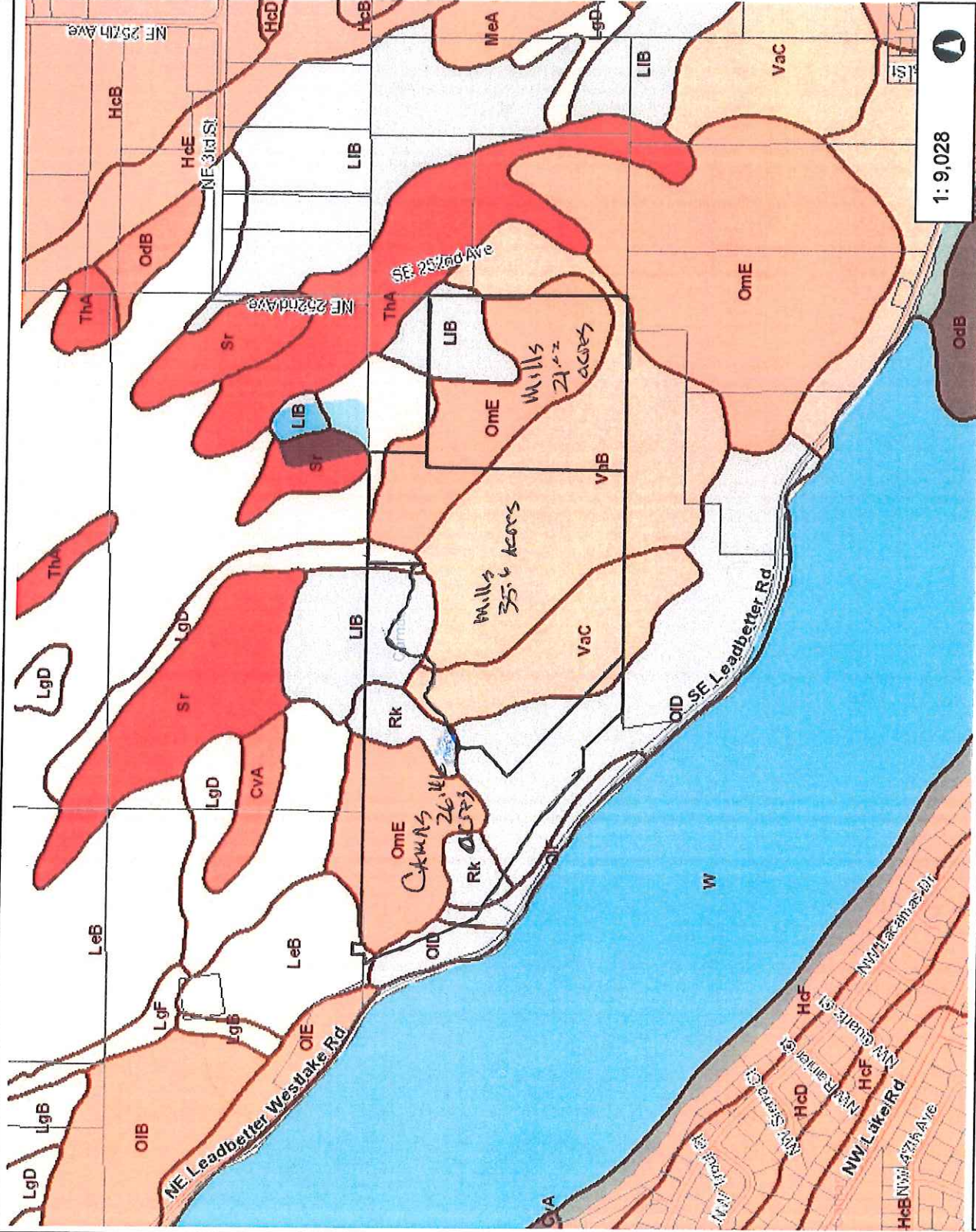




# Mills / Camas - Soils Type Map



- 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



1: 9,028



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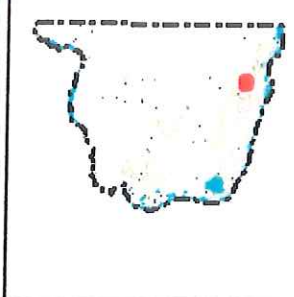
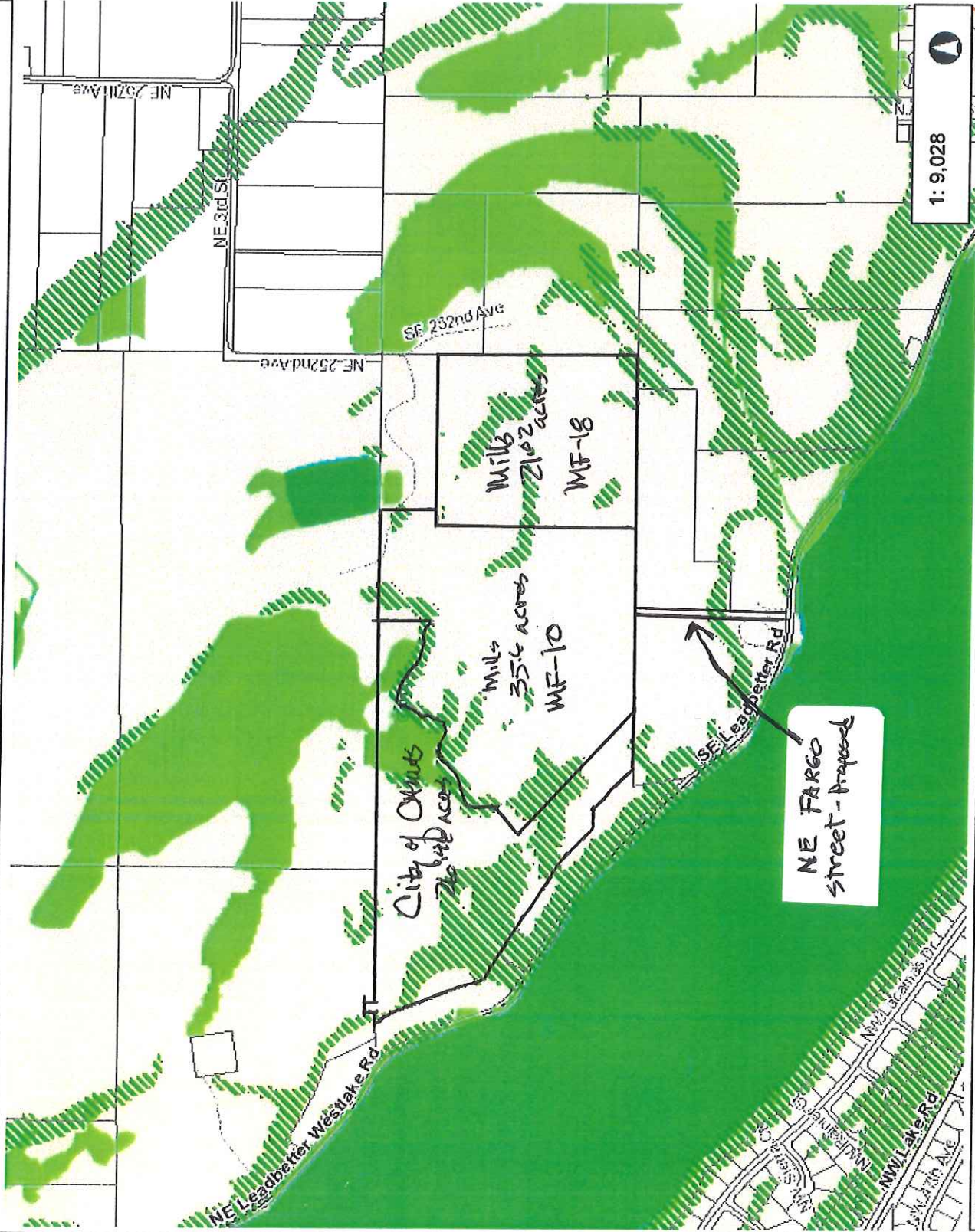
DS MM

DS SM





# Mills / Camas Wetland Presence - Landslide Hazard areas



**Legend**

- Taxlots
- Landslide Hazard Areas - Cor
- Areas of Historic or Active Landslide
- 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:**

DS SM DS MM

Item 3.

1: 9,028



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# STAFF REPORT

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

**TO:** Planning Commissioners **DATE:** August 11, 2020

**FROM:** Sarah Fox, Senior Planner

**LOCATION:** Refer to individual cases

**PUBLIC NOTICES:** A 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.

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

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- V. PROPOSED AMENDMENTS .....5
- VI. PUBLIC COMMENT .....9
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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 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 38<sup>th</sup> 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.

## IV 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.

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**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.

## V. 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% 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

**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 uses<sup>7</sup> 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.



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. 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.

<b>EVALUATION CRITERIA CMC18.51.030 (A-D) and CMC18.51.010 (C)</b>	<b>FINDINGS</b>
<b>Impact upon the city of Camas comprehensive plan and zoning code;</b>	The amendment would decrease economic development lands and increase multifamily lands.
<b>Impact upon surrounding properties, if applicable;</b>	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.
<b>Alternatives to the proposed amendment; and</b>	The applicant did not propose an alternative.
<b>Relevant code citations and other adopted documents that may be affected by the proposed change.</b>	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.

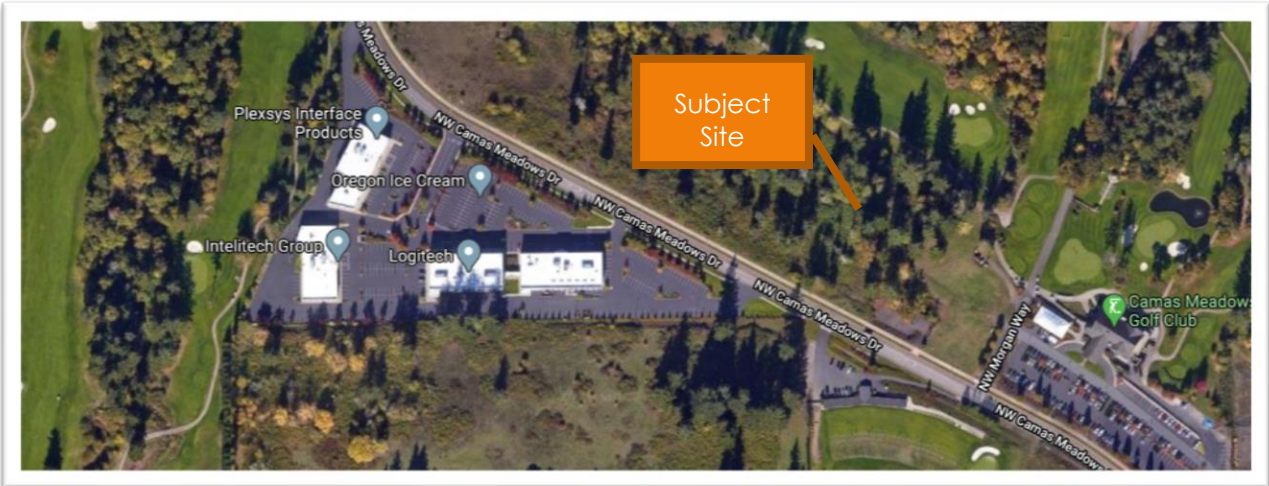
**Why the current comprehensive plan is deficient or should not continue in effect.**

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**.

**Staff Recommendation: Support amendment as proposed to change the Industrial designated properties to Multifamily with an associated rezone to MF-10.**

**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 developments<sup>1</sup> 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.

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.

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

<p><b>Impact upon surrounding properties, if applicable;</b></p>	<p>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.</p>
<p><b>Alternatives to the proposed amendment; and</b></p>	<p>The applicant did not propose an alternative.</p>
<p><b>Relevant code citations and other adopted documents that may be affected by the proposed change.</b></p>	<p>Staff is unaware of any other city plans that would be affected if these four acres were amended.</p>
<p><b>Why the current comprehensive plan is deficient or should not continue in effect.</b></p> <p>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</p>	<p>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)</p> <p>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.</p>

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

**VI PUBLIC COMMENT**

At the writing of this report the city received two letters from the public. Comments that were received in writing prior to the publication of this report are attached to the agenda and are assigned exhibit numbers.

**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.



## VII. STAFF RECOMMENDATION

Pursuant to CMC18.51.030 a staff report "*shall contain the department's recommendation on adoption, rejection or deferral of each proposed change*".

### **CPA20-02 Mills Family**

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

### **CPA20-03 Lofts at Camas Meadows**

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

Planning Commission must conduct a public hearing, deliberate and forward their recommendation on the proposed amendments to Council.

**VIII. 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			<b>866.86</b>
· Medium Density	3608.65			<b>3608.65</b>
· High Density	437.49			<b>437.49</b>
Multi-Family				
· Low Density	290.01	<b>21.5</b>		<b>311.01</b>
· High Density	256.71	<b>-0.5</b>		<b>256.21</b>
Commercial	970.56		<b>4.0</b>	<b>974.56</b>
Industrial	2427	<b>-21.0</b>	<b>-4.0</b>	<b>2402.0</b>
Park	850.72			<b>850.7</b>
Open Space / Green Space	492			<b>492.0</b>
<b>Total acreage:</b>	<b>10,200</b>			<b>10,200</b>

Zoning**	2019 Acres	CPA20-02 Mills***	CPA20-03 Lofts
<b>Parks/Open Space</b>			
Neighborhood Park (NP)	145.14		
Special Use (SU)	164.09		
Open Space (OS)	421.55		
<b>Industrial</b>			
Heavy Industrial (HI)	858.58		
Light Industrial (LI)	91.83		
Business Park (BP)	563.63	<b>-21.0</b>	
Light Industrial/Business Park (LI/BP)	799.55		<b>-4.0</b>
<b>Residential</b>			
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	<b>21.5</b>	
Multifamily Residential-18 (MF-18)	312.70	<b>-0.5</b>	
<b>Commercial</b>			
Downtown Commercial (DC)	72.22		
Mixed Use (MX)	37.86		<b>4.0</b>
Regional Commercial (RC)	597.93		
Neighborhood Commercial (NC)	10.57		
Community Commercial (CC)	237.44		
<b>Total Acres</b>	<b>8893.95</b>		

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



## IX 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
<b>TOTALS</b>	<b>1,770</b>	

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

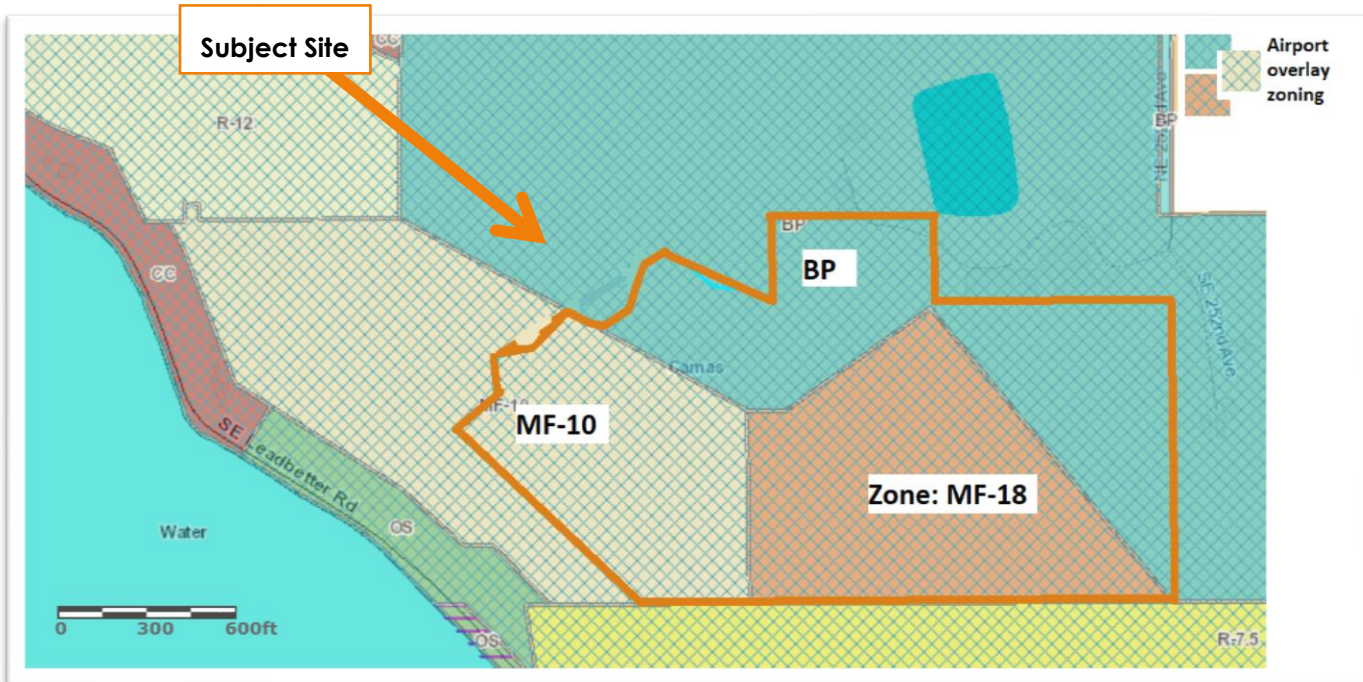
Multi-family Developments Since 2016:	Units	Built?
Hetherwood Apartments	150	NO
Riverview Apartments	120	YES
6th & Birch Mixed Use (nearing completion)	30	YES
The Village Phase 1	30	YES
Parklands Multifamily	24	YES
Grass Valley Housing - Holland Group	288	YES
11th Avenue Duplex	2	NO
Burkland Duplex	2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

X FIGURES OF EACH PROPOSED AMENDMENT

MILLS PROPERTY (CPA20-02)

**Location:** North of SE Leadbetter Road and West of NE 252<sup>nd</sup> 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.

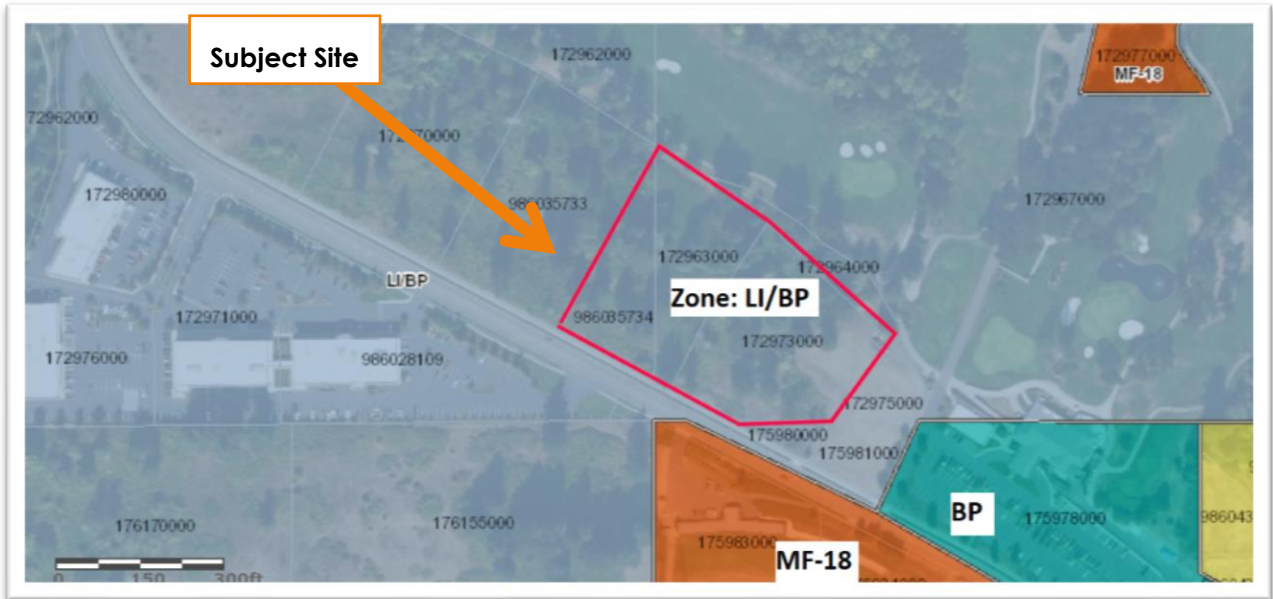




LOFTS AT CAMAS MEADOWS(CPA20-03)

**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.



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

Zoning Districts	MX	LI/BP
Community club <sup>6</sup>	P	X
Church <sup>6</sup>	P	X
Library <sup>6</sup>	P	X
Museum <sup>6</sup>	P	X
Sports fields <sup>6</sup>	P	X
College/university <sup>6</sup>	P	X
Elementary school <sup>6</sup>	P	X
Junior or senior high school <sup>6</sup>	P	X
Private, public or parochial school <sup>6</sup>	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

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 DEVELOPMENT STANDARDS – CHAPTER 18.09

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

	<b>MX</b>	<b>LI/BP</b> <sup>Note 2</sup>
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
<b>Lot Coverage:</b> Lot coverage (percentage)	1 story (60%) 2 stories or more (50%)	1 story (30%) 2 stories (40%) 3 stories (45%)
<b>Building Height</b> 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.





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:

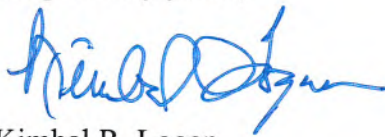
- a. Confirmation that Parcel 5 (see Exhibit 1) owned by the Mills Family is Comp Planned and Zoned as MF-10.
- b. Confirmation that Parcel 6 (see Exhibit 1) owned by the Mills Family is Comp Planned and Zoned as MF-18.
- c. Confirmation that the Mills Family and the City of Camas will work together 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

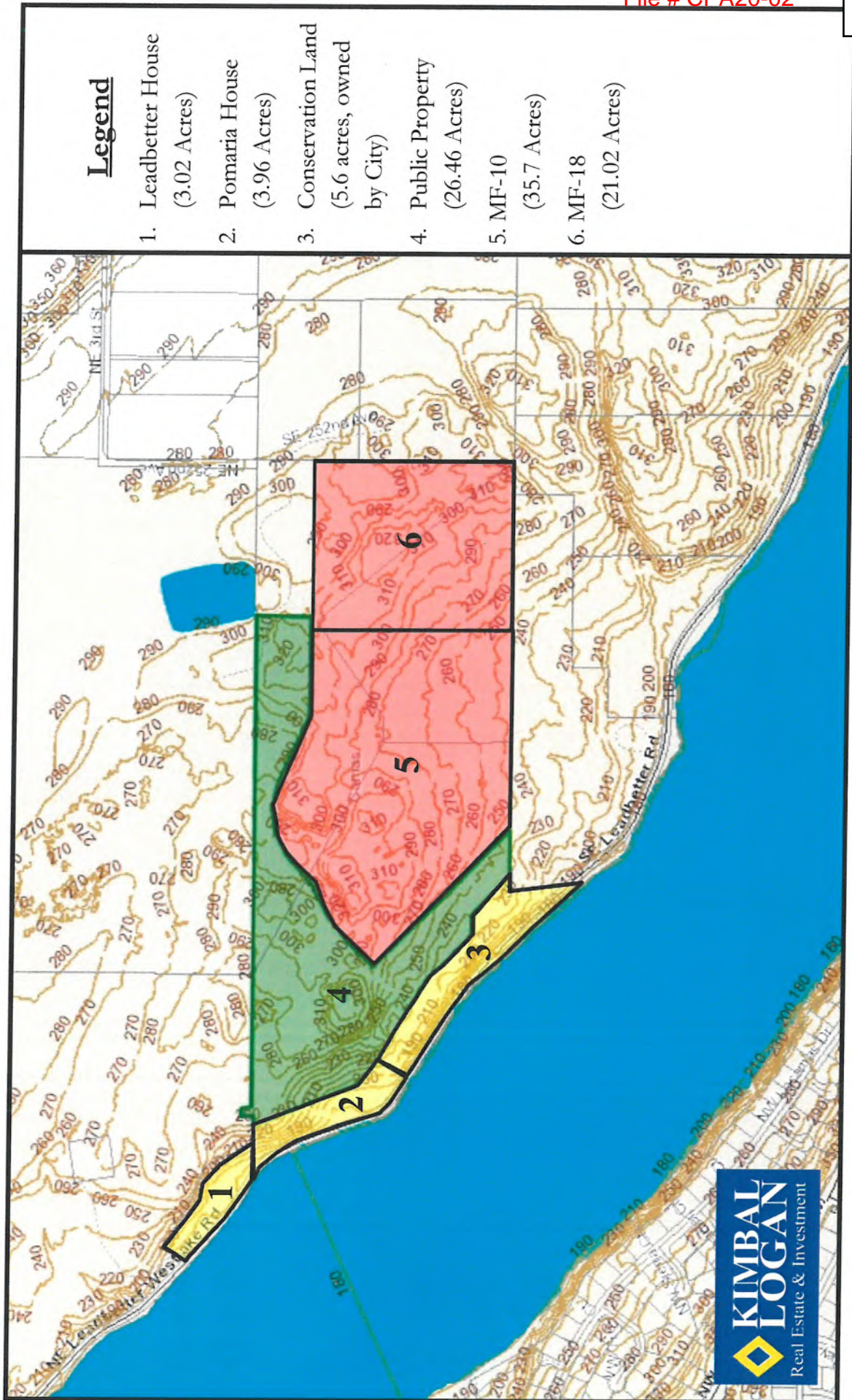
Please review the attached Addenda:

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**

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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.

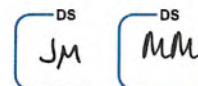
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- 6.2.2. **Non-Foreign Certificate.** An affidavit satisfying the requirements of Section 1445 of the Internal Revenue Code of 1986, as amended, and the regulations thereunder, duly executed by Seller (the "Certificate of Non-Foreign Status").
  - 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:





- 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:

A blue ink signature of "JM" enclosed in a blue rectangular box with "DS" in the top left corner.A blue ink signature of "MM" enclosed in a blue rectangular box with "DS" in the top left corner.



- 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.

<sup>DS</sup> JM <sup>DS</sup> MM  
\_\_\_\_\_  
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

<sup>DS</sup> JM <sup>DS</sup> MM



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.

DS  
JM

DS  
MM



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.

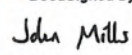
13.6. **Entire Agreement.** This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

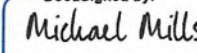
DS JM DS MM

- 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**

<sup>DS</sup>  


<sup>DS</sup>  


**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**

<sup>DS</sup>  
JM

<sup>DS</sup>  
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.

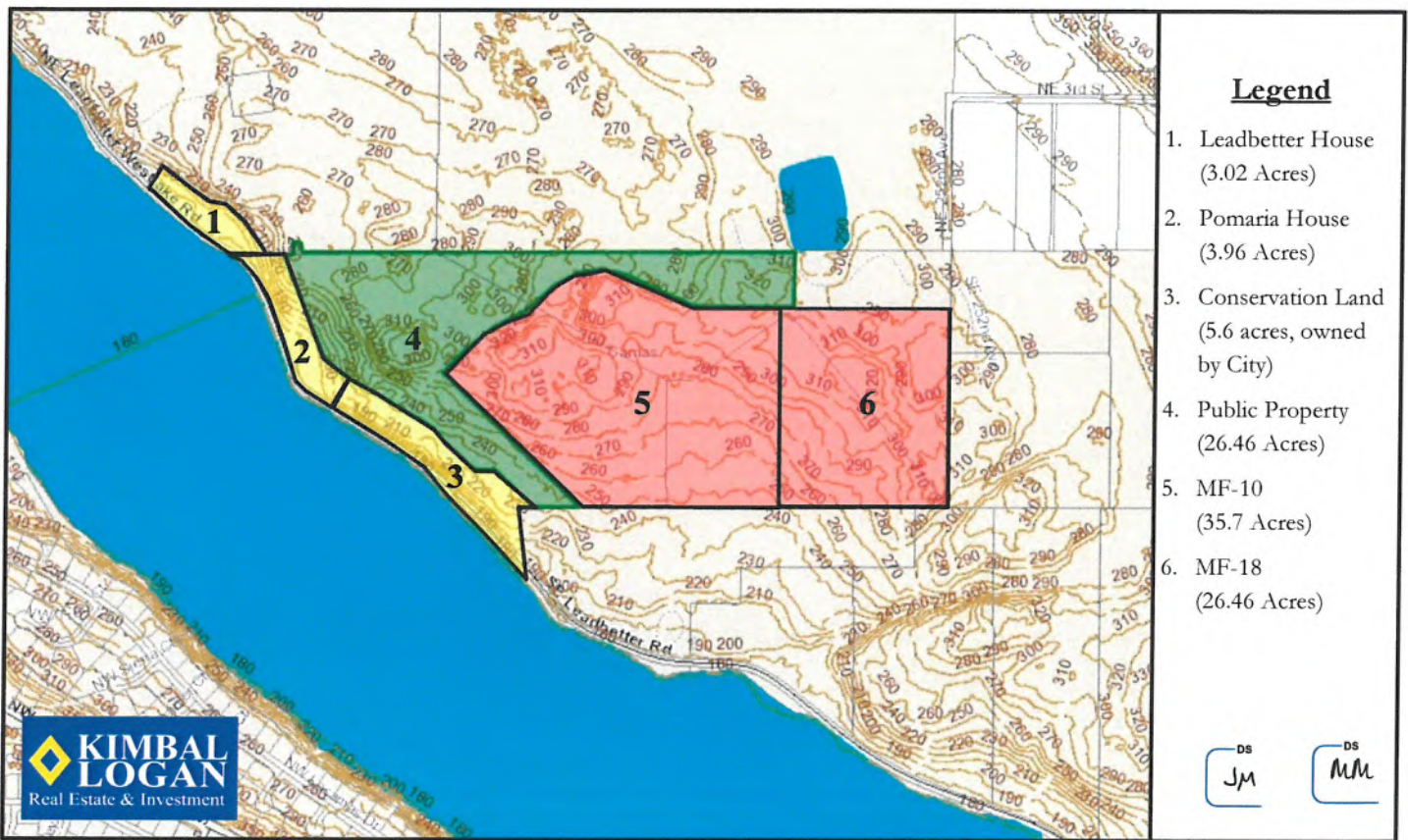
See Exhibit B for a map and further description.

<sup>DS</sup>  
JM

<sup>DS</sup>  
MM

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.

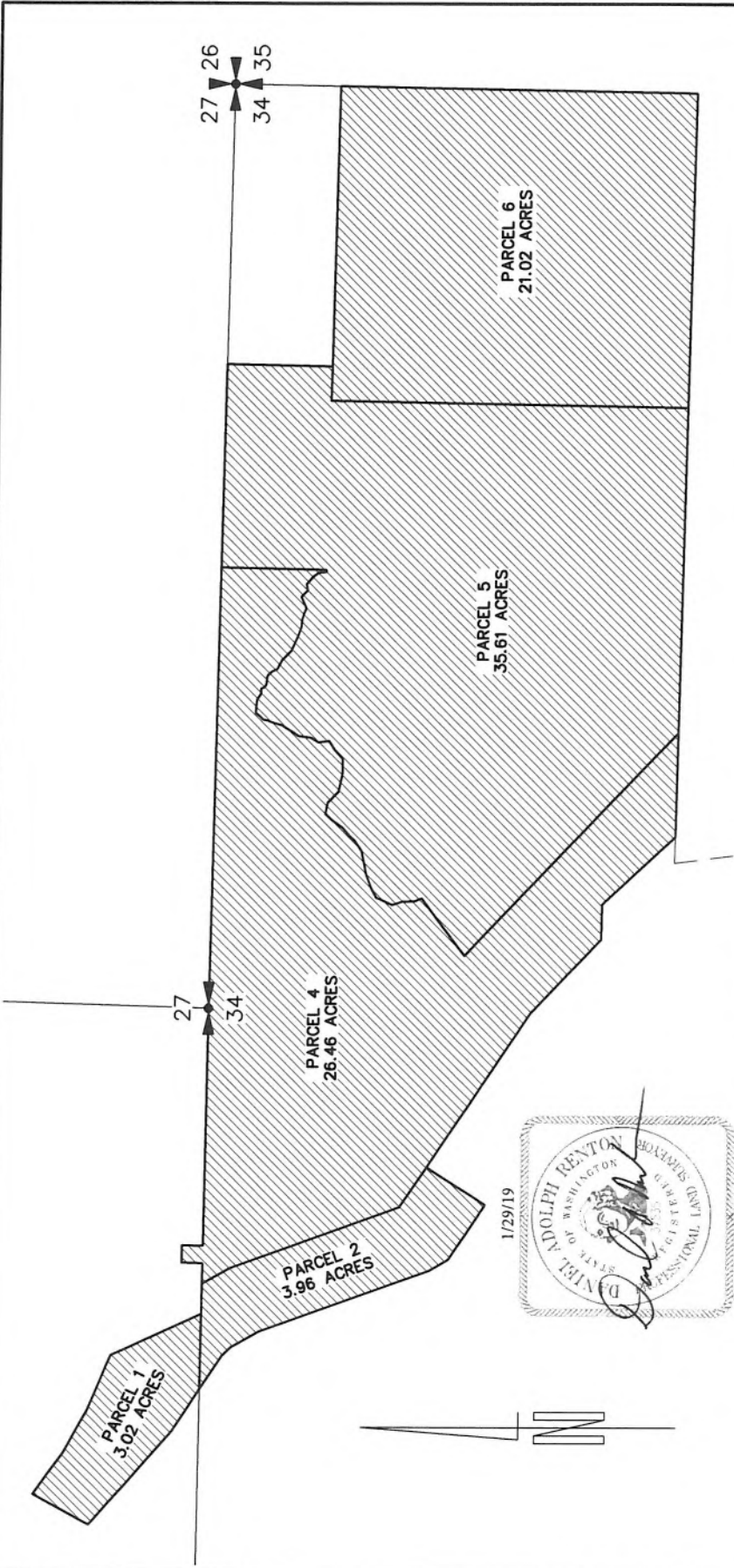
The total final bill is \$23,487.50. Therefore the Mills Family LLC owes \$11,743.75 to Minister Glaeser and the City of Camas owes a like \$11,743.75. Please pay your portion of the bill directly to Minister Glaeser and please copy me on the transmittal since my name is on the bill.

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](mailto: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 3.



LINE TABLE		
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 TABLE		
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 TABLE		
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 TABLE		
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 TABLE		
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 TABLE		
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

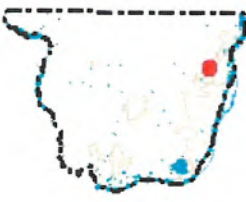


Item 3.





# Camas Purchase from Mills



- Legend**
- Taxlots
  - Contour Lines - 10 ft
  - Cities Boundaries
  - Urban Growth Boundaries

**Notes:**  
26.46 acres



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.

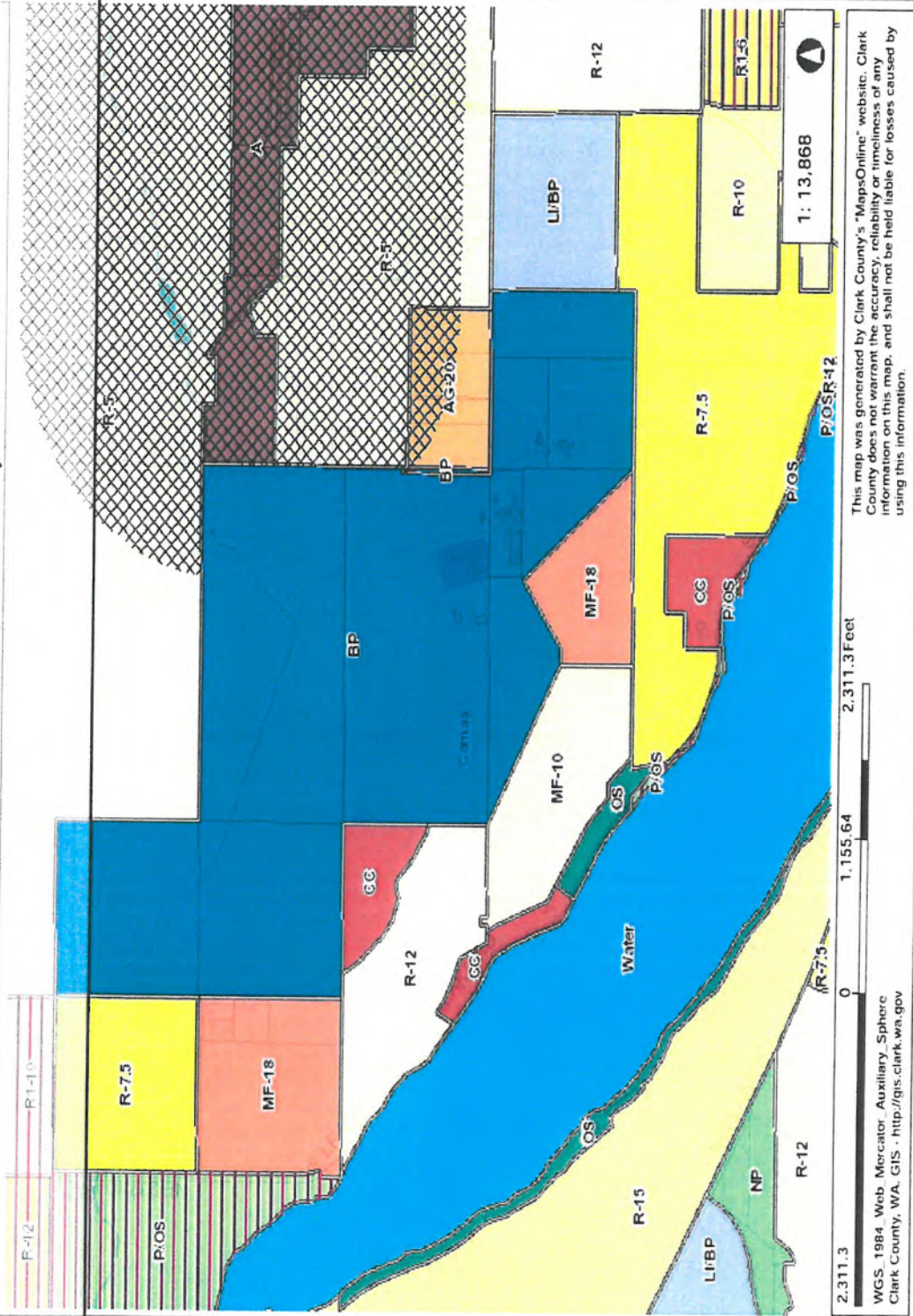
WGS 1984 Web Mercator Auxiliary Sphere  
Clark County, WA. GIS - <http://gis.clark.wa.gov>





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

# Lacamas Northshore in Camas, WA



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.

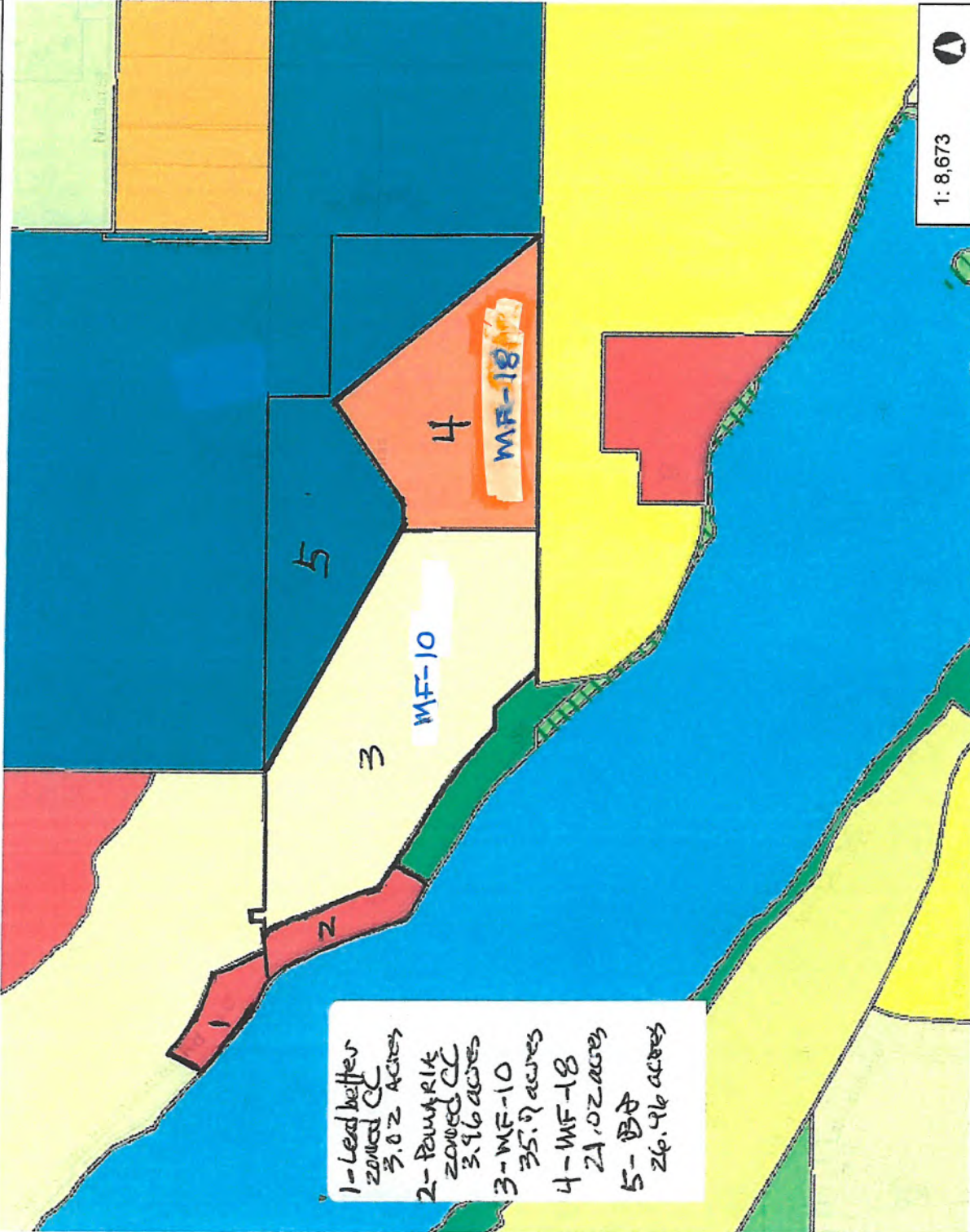
## Comprehensive Zoning Map of LNS

*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- B<sub>2</sub>  
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 Feet

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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

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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 7<sup>th</sup> Legacy Lands meeting.

My best,



Phil Bourquin  
Community Development Director  
616 NE 4th Avenue  
Camas, WA 98607  
[www.cityofcamas.us](http://www.cityofcamas.us) | [pbourquin@cityofcamas.us](mailto: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](mailto:mpmills18@gmail.com)>  
**Sent:** Friday, December 6, 2019 2:16 PM  
**To:** Rogers, Juanita <[juanita.rogers@wsp.com](mailto:juanita.rogers@wsp.com)>  
**Cc:** Jerry Acheson <[JAcheson@cityofcamas.us](mailto:JAcheson@cityofcamas.us)>; [sean.vergillo@daimler.com](mailto:sean.vergillo@daimler.com); [Patrick.Lee@clark.wa.gov](mailto:Patrick.Lee@clark.wa.gov); [Kevin.Tyler@clark.wa.gov](mailto:Kevin.Tyler@clark.wa.gov); [Julie.Mueller@camas.wednet.edu](mailto:Julie.Mueller@camas.wednet.edu); [Steve.Lorenz@vansd.org](mailto:Steve.Lorenz@vansd.org); [cassi.r.marshall@gmail.com](mailto:cassi.r.marshall@gmail.com); [droix@columbialandtrust.org](mailto:droix@columbialandtrust.org); [nickkralj@hotmail.com](mailto:nickkralj@hotmail.com); Sarah Fox <[SFox@cityofcamas.us](mailto: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*  
 By: Paul F. Hurt Date 3-2-2018  
 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.

<sup>DS</sup>  
JM  
Seller Initial

<sup>DS</sup>  
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.

  
\_\_\_\_\_  
Seller Initial

  
\_\_\_\_\_  
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.

<sup>DS</sup>  
JM  
\_\_\_\_\_  
Seller Initial

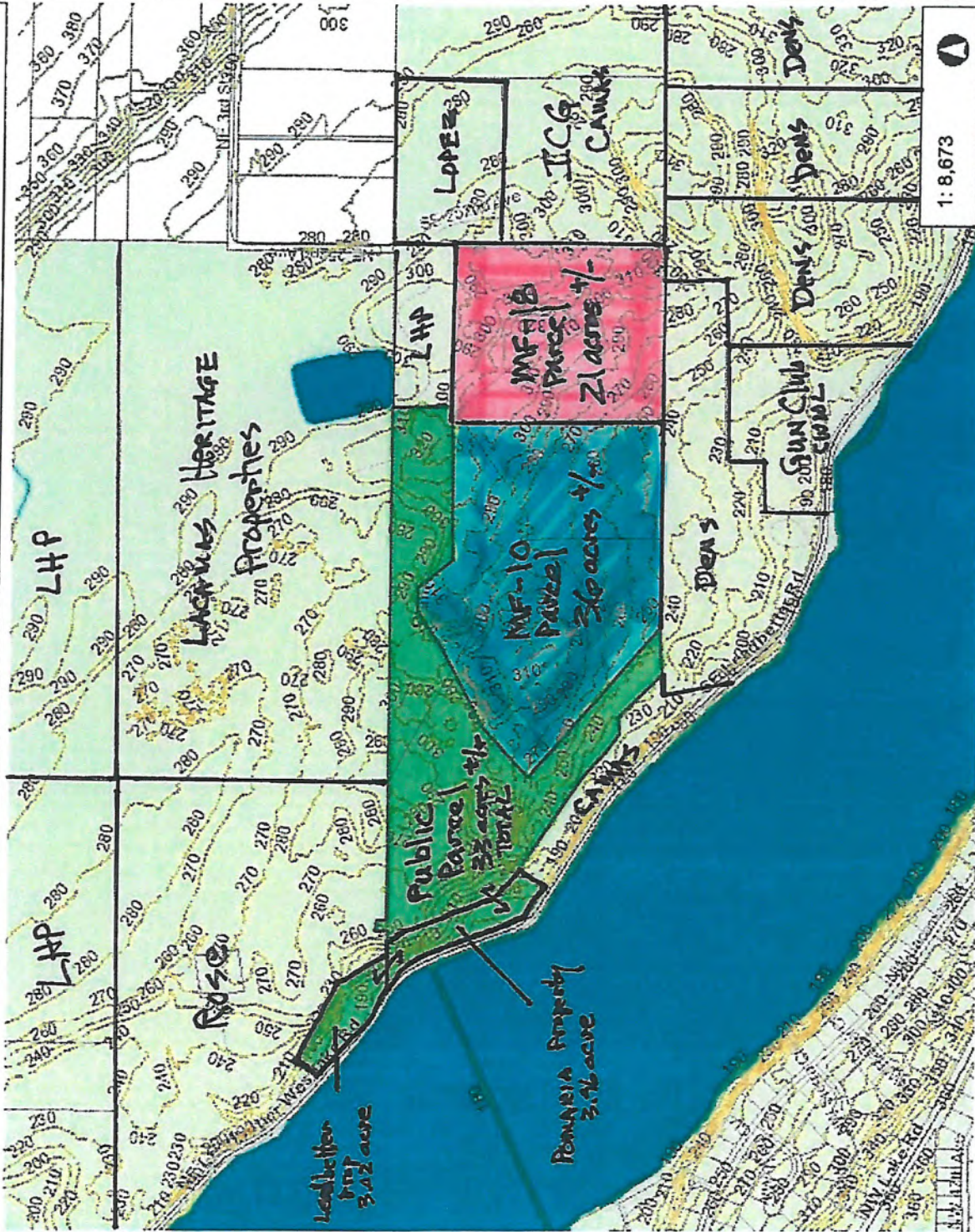
<sup>DS</sup>  
MM  
\_\_\_\_\_  
Seller Initial

PEH  
\_\_\_\_\_  
Buyer Initial

\_\_\_\_\_  
Buyer Initial



# EXHIBIT A: MILLS to CONSERVATION FUND



1,445.5 0 722.76 1,445.5 Feet

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.

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**Legend**

- Taxlots
- Contour Lines - 10 ft
- Cities Boundaries
- Urban Growth Boundaries

**Notes:**  
Public Parcel - 33 acres +/-  
MF-10 Parcel - 36 acres +/-  
MF-18 Parcel - 21 acres +/-  
Leadbetter Prop - 3.02 acre  
Romancia Prop - 3.96 acre



## 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](mailto: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

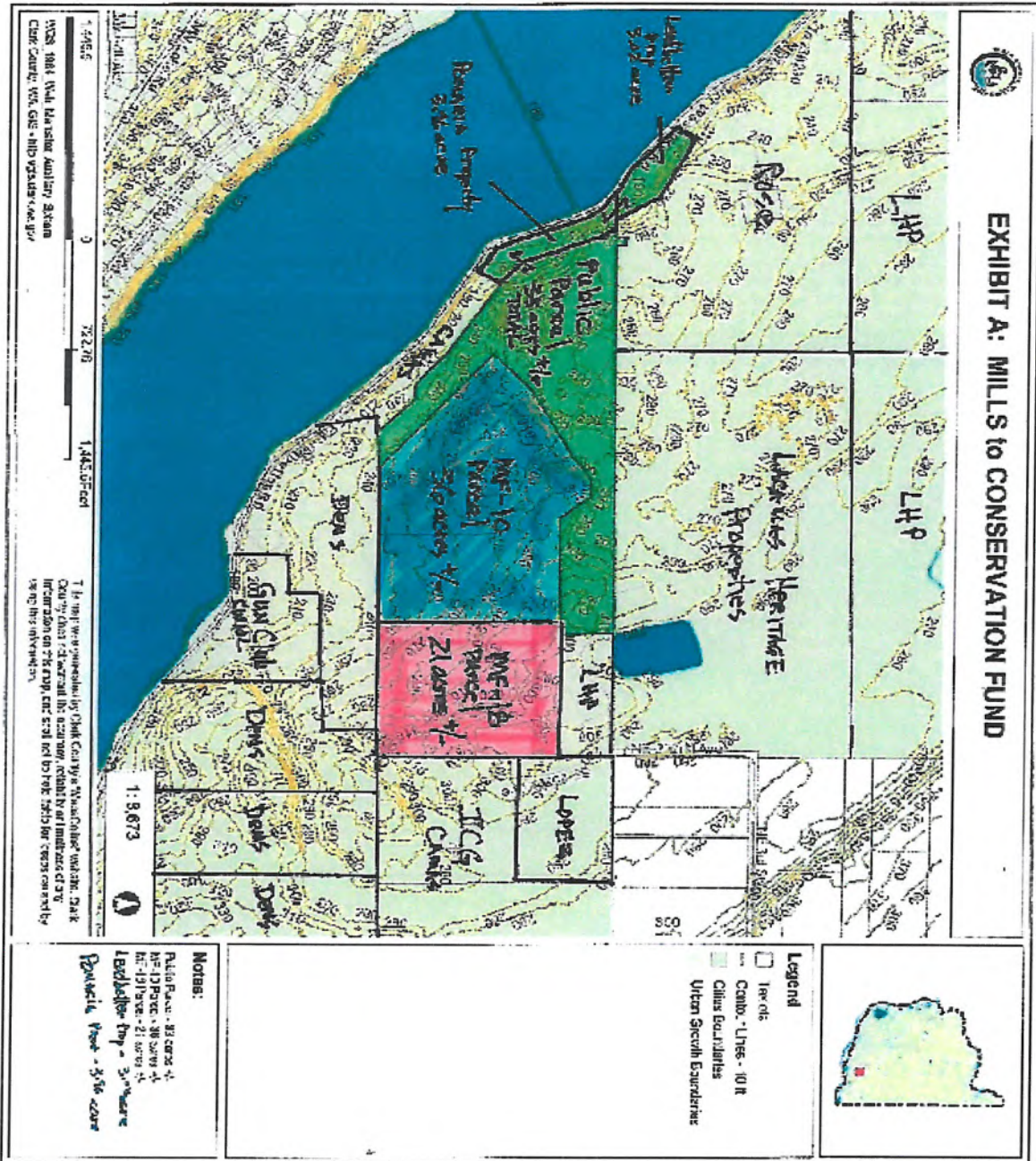
**PURCHASER: THE CONSERVATION FUND  
a Maryland non-profit corporation**

\_\_\_\_\_  
By \_\_\_\_\_  
Its \_\_\_\_\_

\_\_\_\_\_  
Date



**Exhibit "A" Property Description**



Bargain Sale

Mills to The Conservancy Fund

Page 5 of 20

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





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<sup>th</sup>, 2020 Pre-Application Date:  Electronic Copy Submitted Validation of Fees  
Staff: Related Cases # \$6,525.00

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 list 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.<sup>1</sup>

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.

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<sup>1</sup> 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  
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**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.<sup>2</sup>

**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:

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<sup>2</sup> 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.



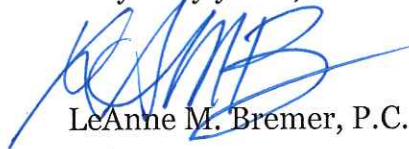
City of Camas  
January 30, 2020  
Page 8

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

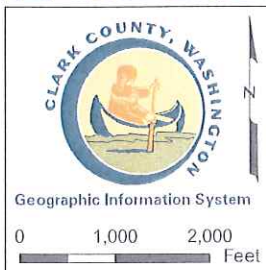
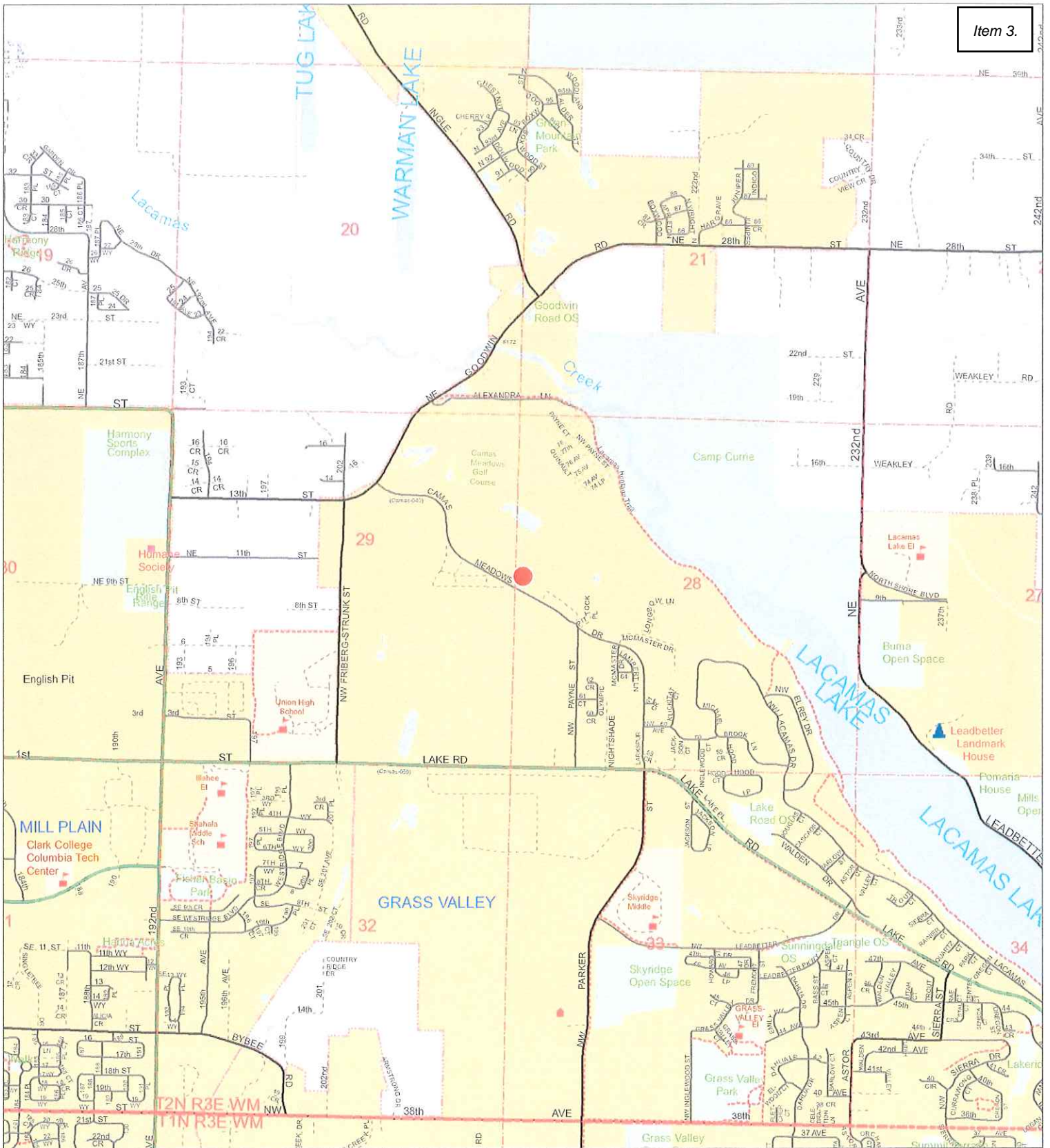
Expires: ~~January 22, 2021~~ Attachment C, Page 12



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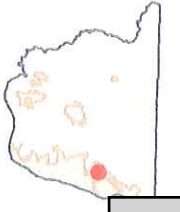


### General Location

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

● Location of Subject Property(s)



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 3.

## 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

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## 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

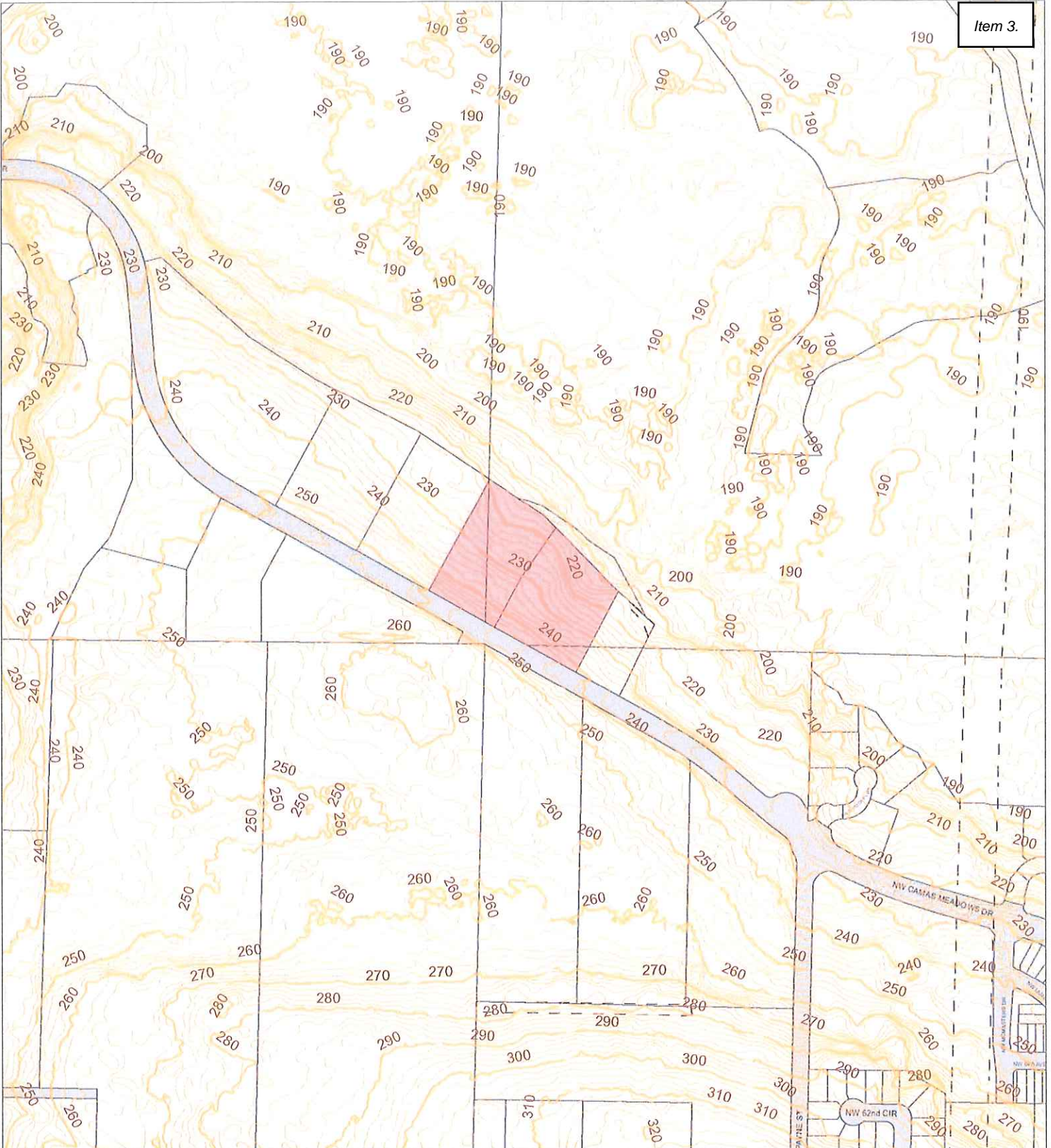
Cultural Resources:

Archeological Predictive: High, 12.6% of parcel

Moderate-High, 87.4%

Archeological Site Buffers: Mapping Indicators Found

Historic Sites: No Mapping Indicators



### Elevation Contours

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

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

23120	23121	23122
23129	23120	23127
23132	23133	23134



Geographic Information System



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





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.

### 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

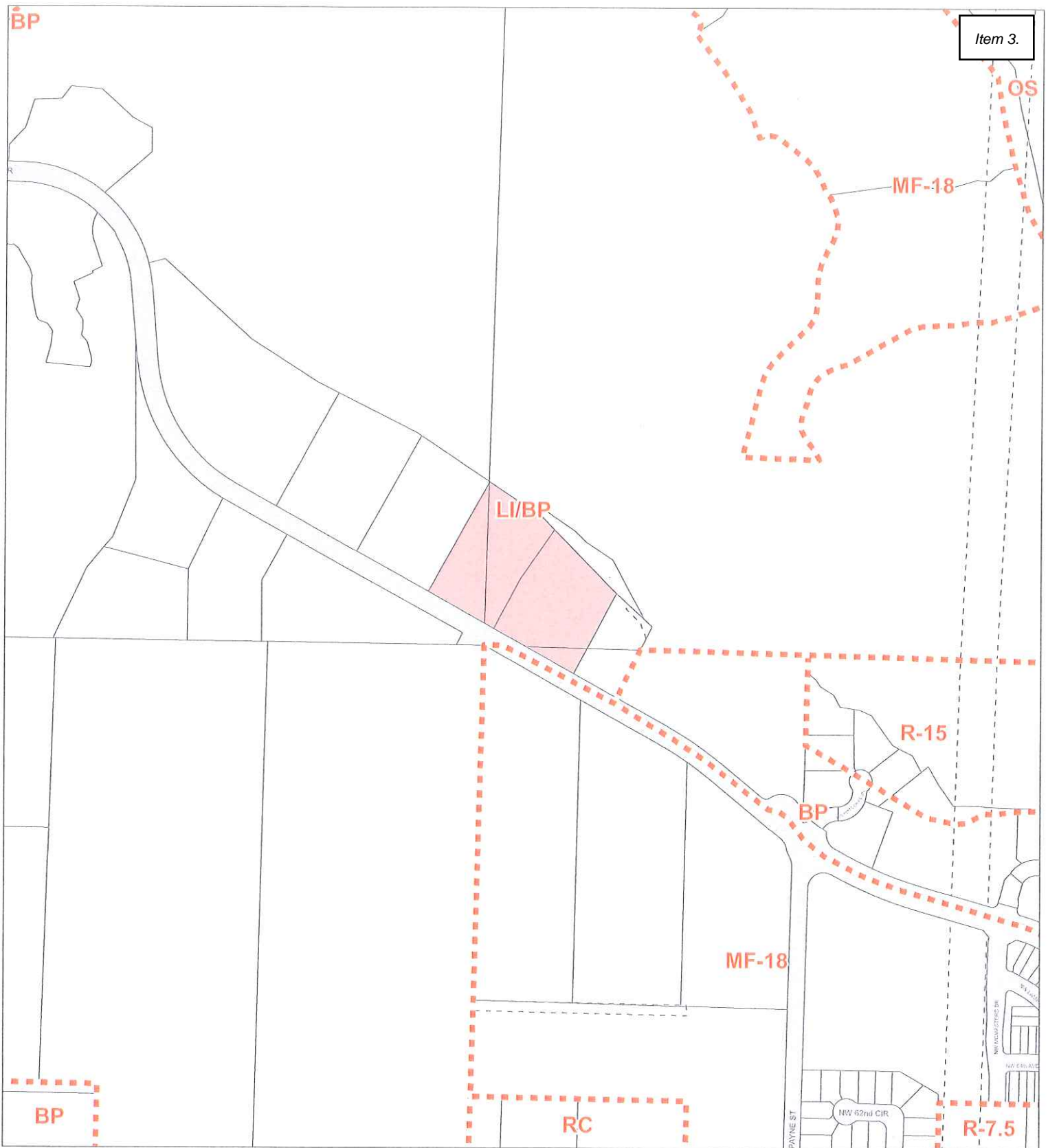
Subject Property(s)  
 2' Elevation Contours

Printed on: January 23, 2020

23120	23121	23122
23129	23128	23127
23132	23133	23134

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





### 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

Printed on: January 23, 2020



Geographic Information System

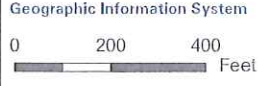
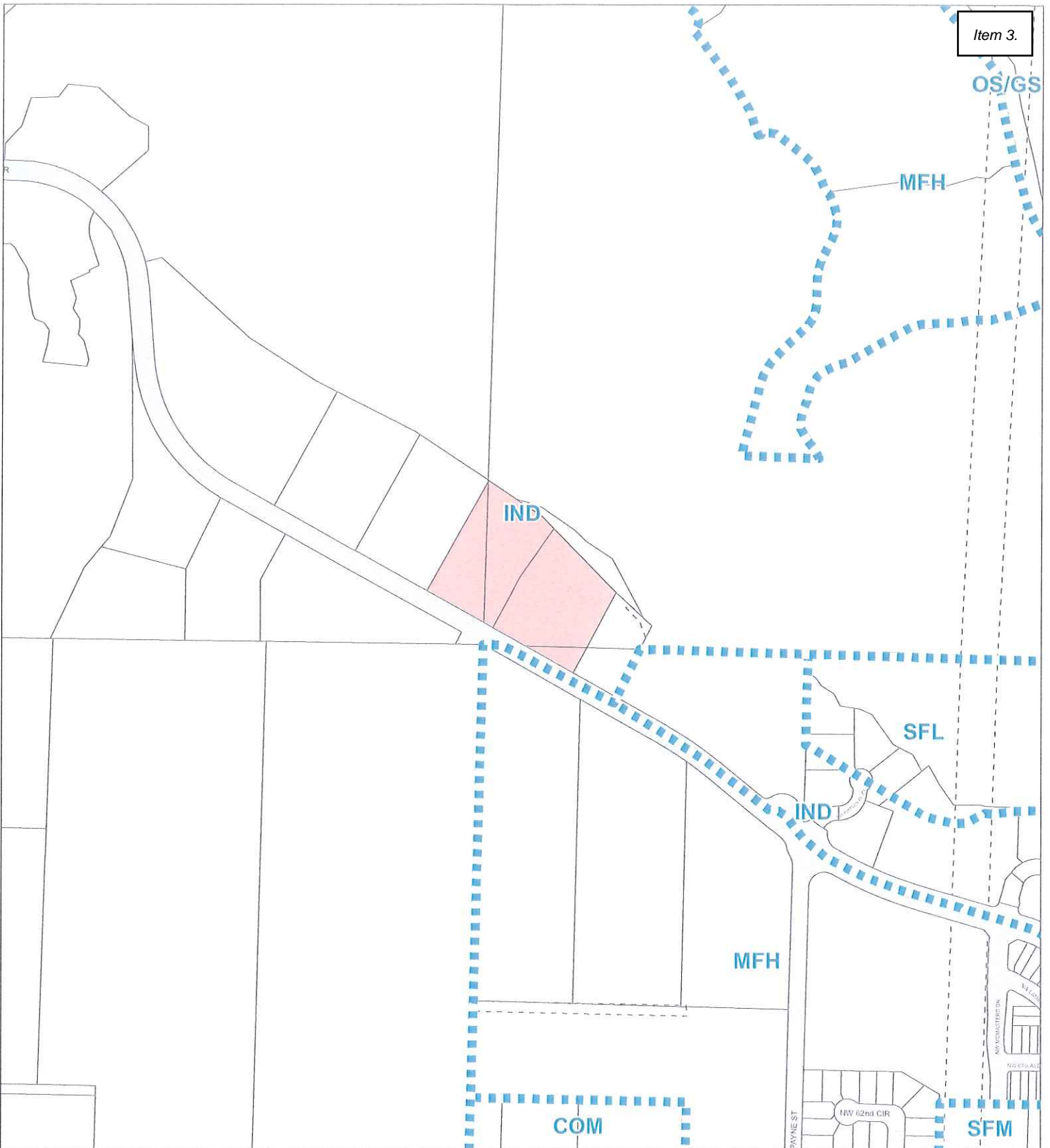


Information shown on this map was collected from several sources. Clark County accepts no responsibility for any inaccuracies that may be present.

- 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
23126	23128	23127
23152	23153	23154

Item 3.



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

### Comprehensive Plan Designations

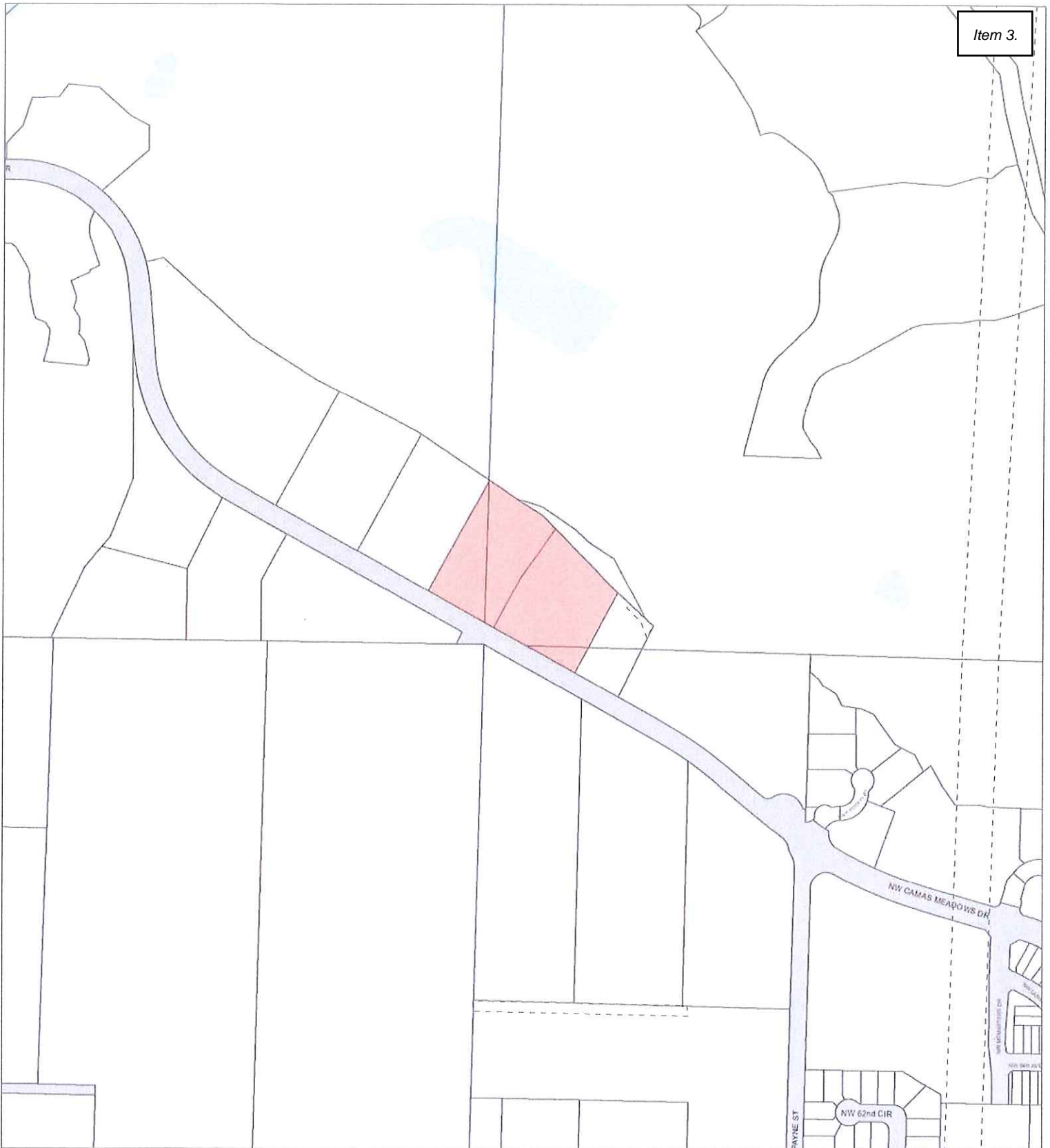
Account: 986035734, 172963000, 172973000, 175980000  
 Owner: LOFTS AT CAMAS MEADOWS PHASE II LLC  
 Address: 2300 E 3RD LOOP  
 C/S/Z: VANCOUVER, WA 98660

- 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

Printed on: January 23, 2020

23120	23121	23122
23120	23120	23127
23132	23133	23134





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.

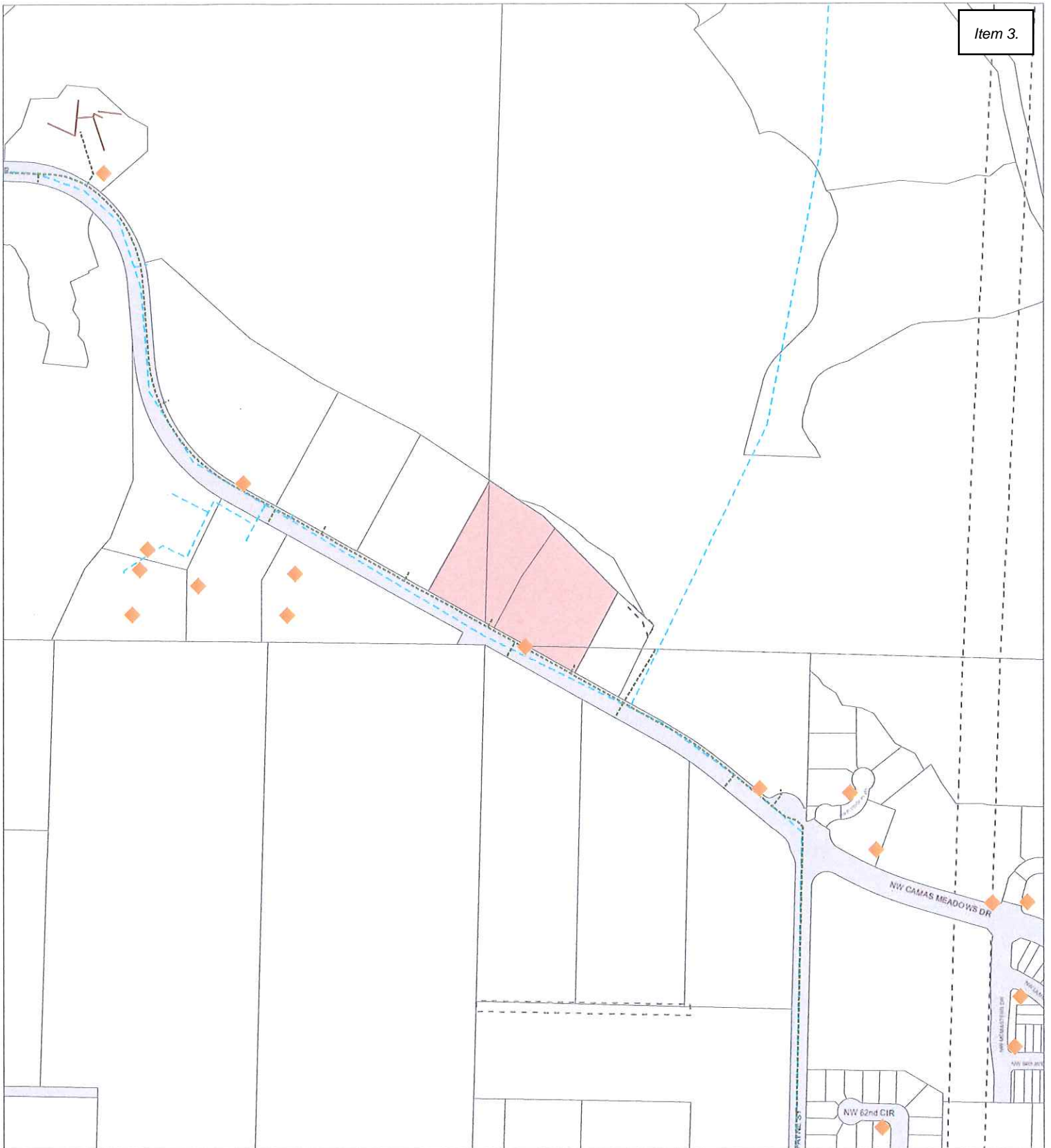
### Arterials, C-Tran Bus Routes, Parks & Trails

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

Printed on: January 23, 2020

- 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

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

### Water, Sewer, and Storm Systems

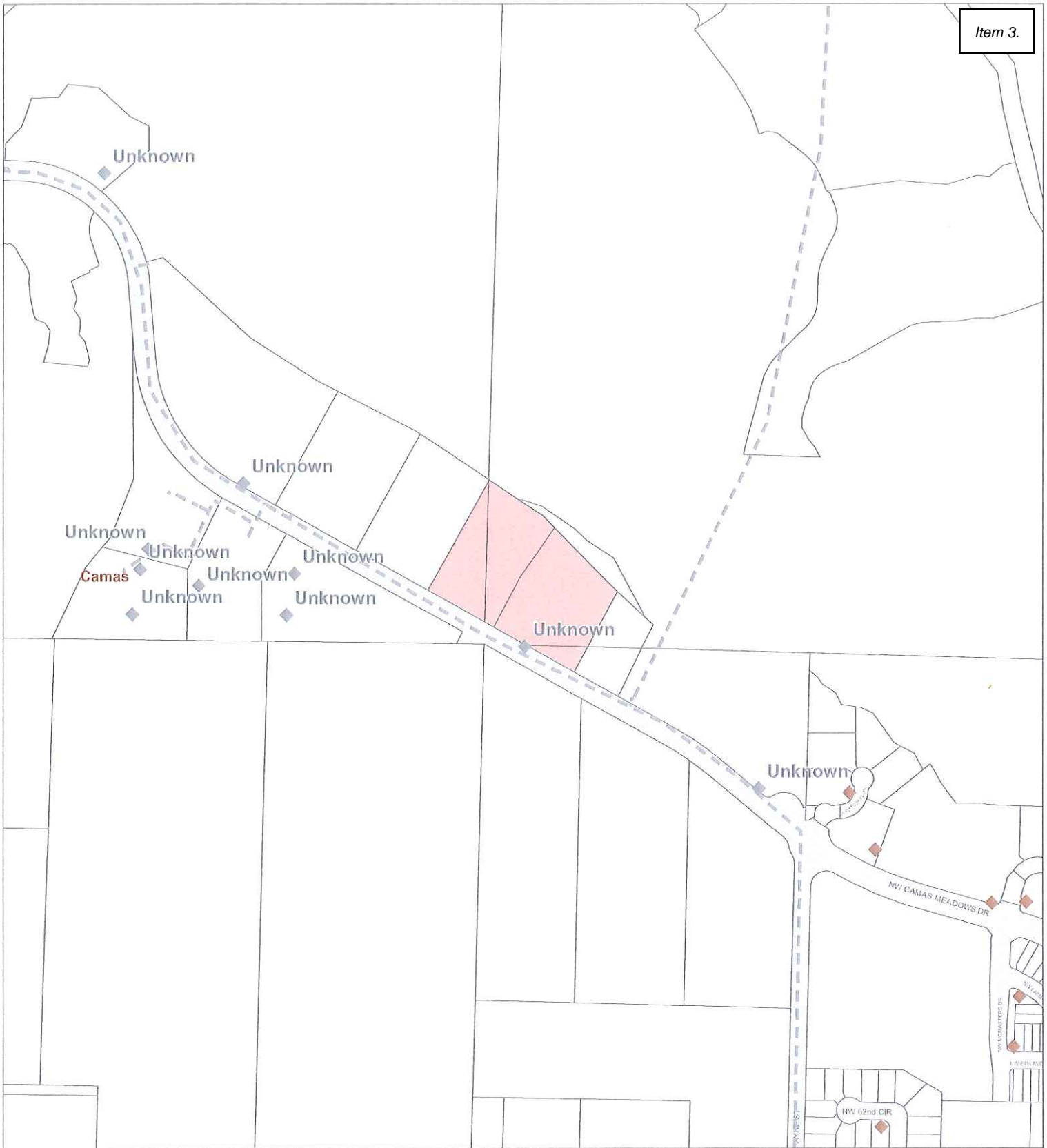
Account: 986035734, 172963000, 172973000, 175980000  
 Owner: LOFTS AT CAMAS MEADOWS PHASE II LLC  
 Address: 2300 E 3RD LOOP  
 C/S/Z: VANCOUVER, WA 98660

- 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

Printed on January 23, 2020

23120	23121	23122
23125	23128	23127
23132	23133	23134





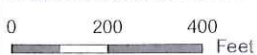
### Water Systems

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

Printed on: January 23, 2020



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
- 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		23127
23132	23133	23134

# Hydrant Fire Flow Details

Item 3.

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
-------------------	---------------------	-----------------------

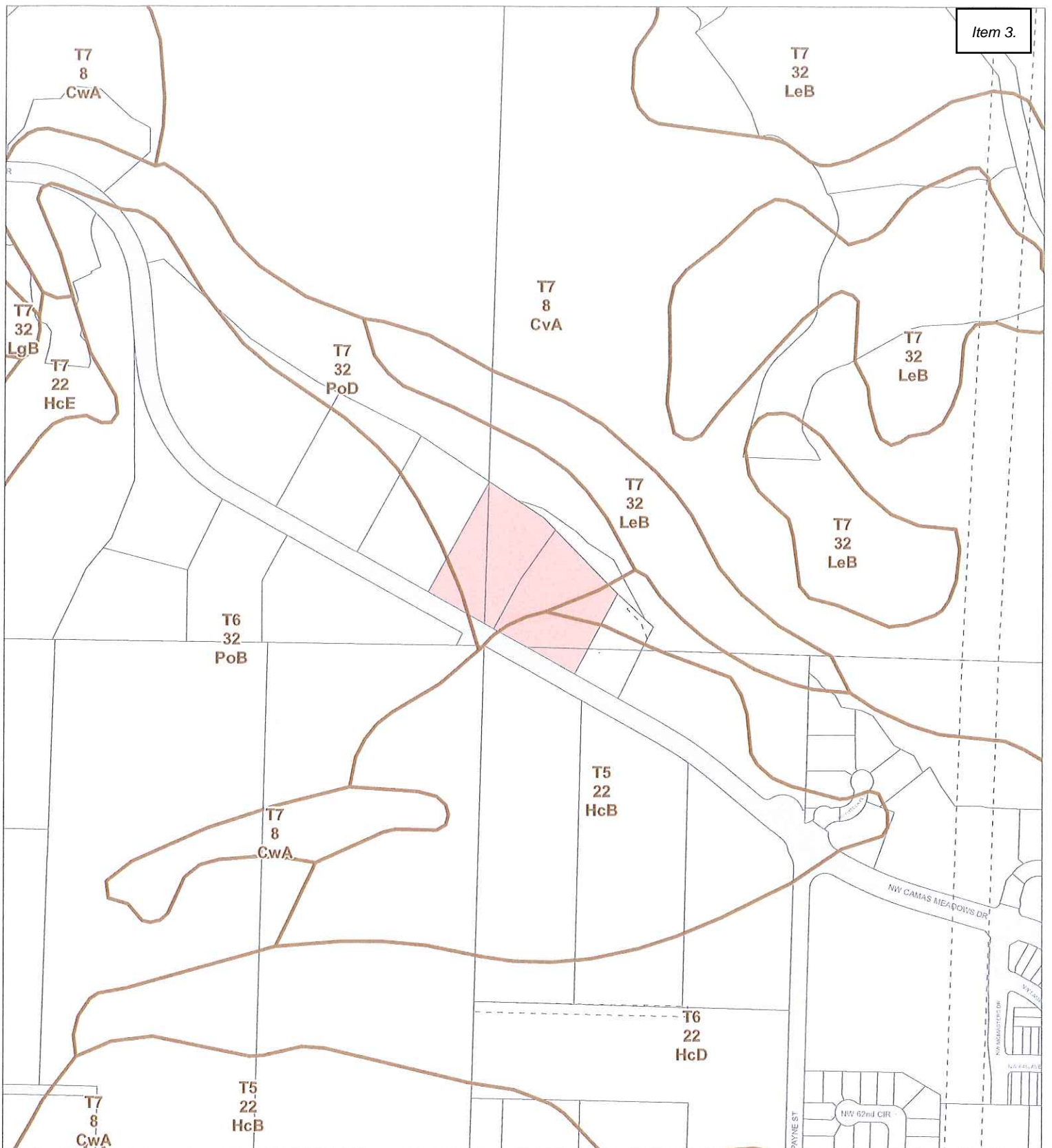
---

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

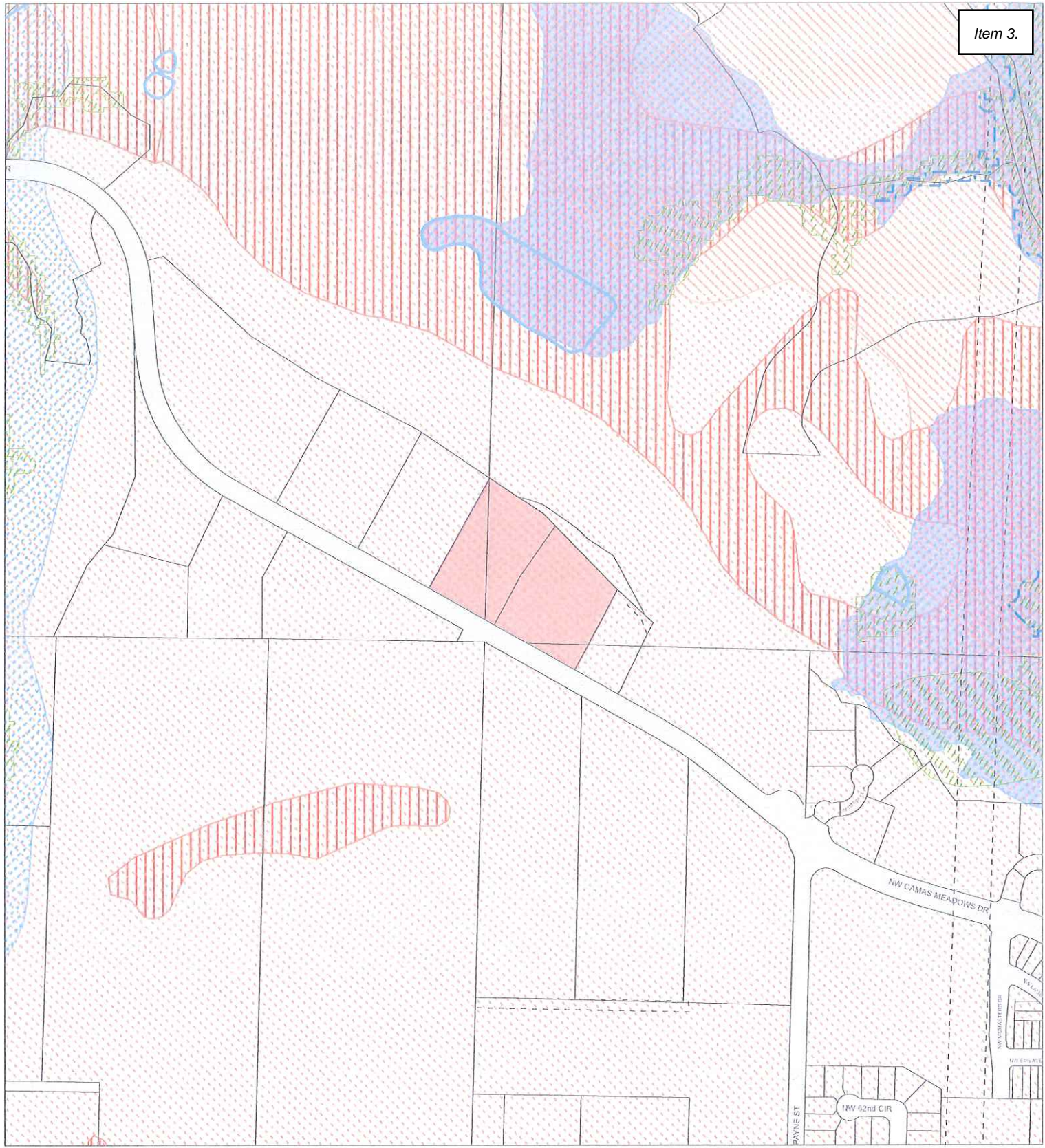
23120	23121	23122
23120	23128	23127
23127	23123	23124

Geographic Information System

0 200 400 Feet

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

Printed on: January 23, 2020



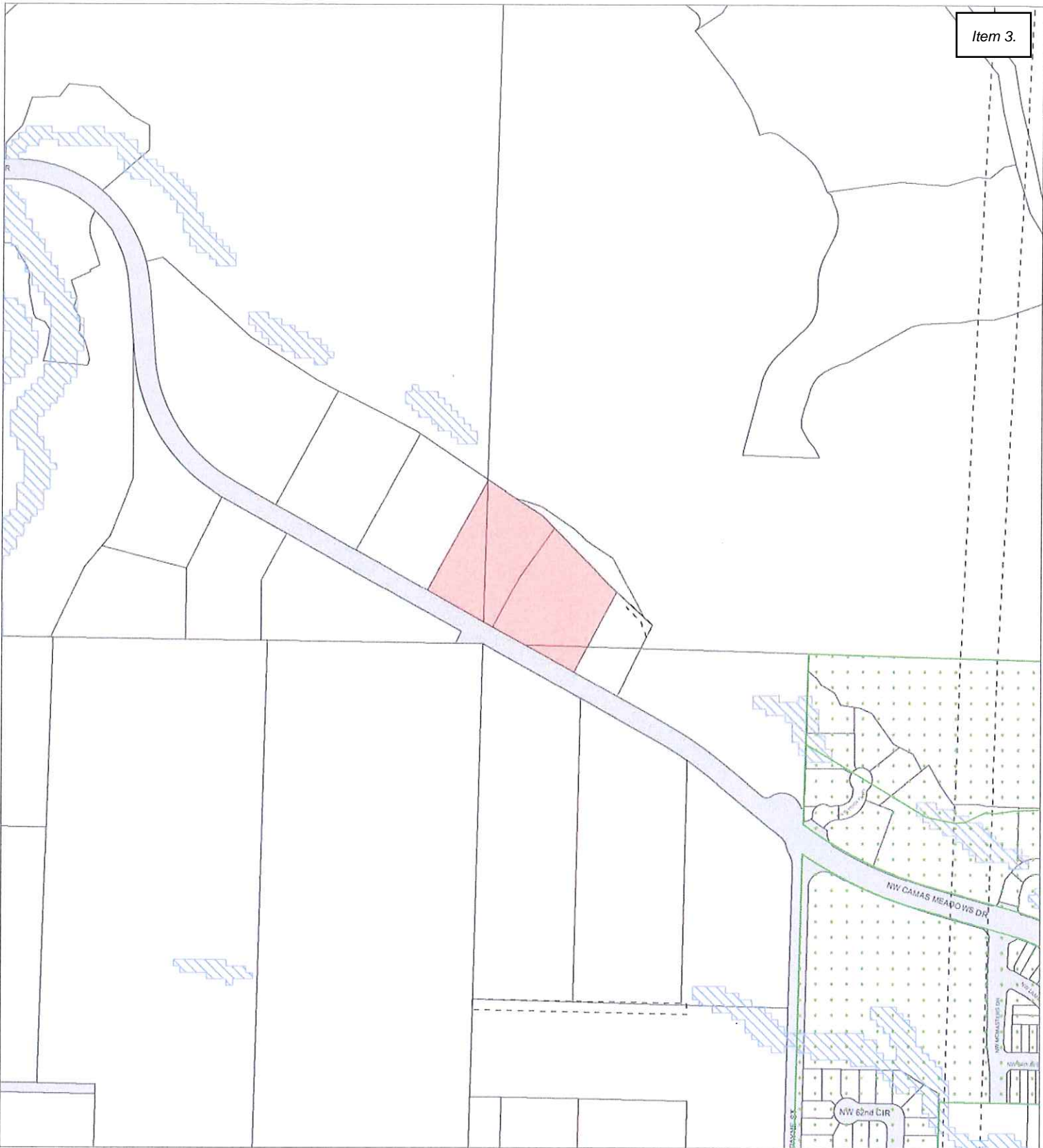
Geographic Information System  
 0 200 400 Feet

- 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

23120	23121	23122
23126	23128	23127
23132	23133	23134

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### 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

Printed on: January 23, 2020

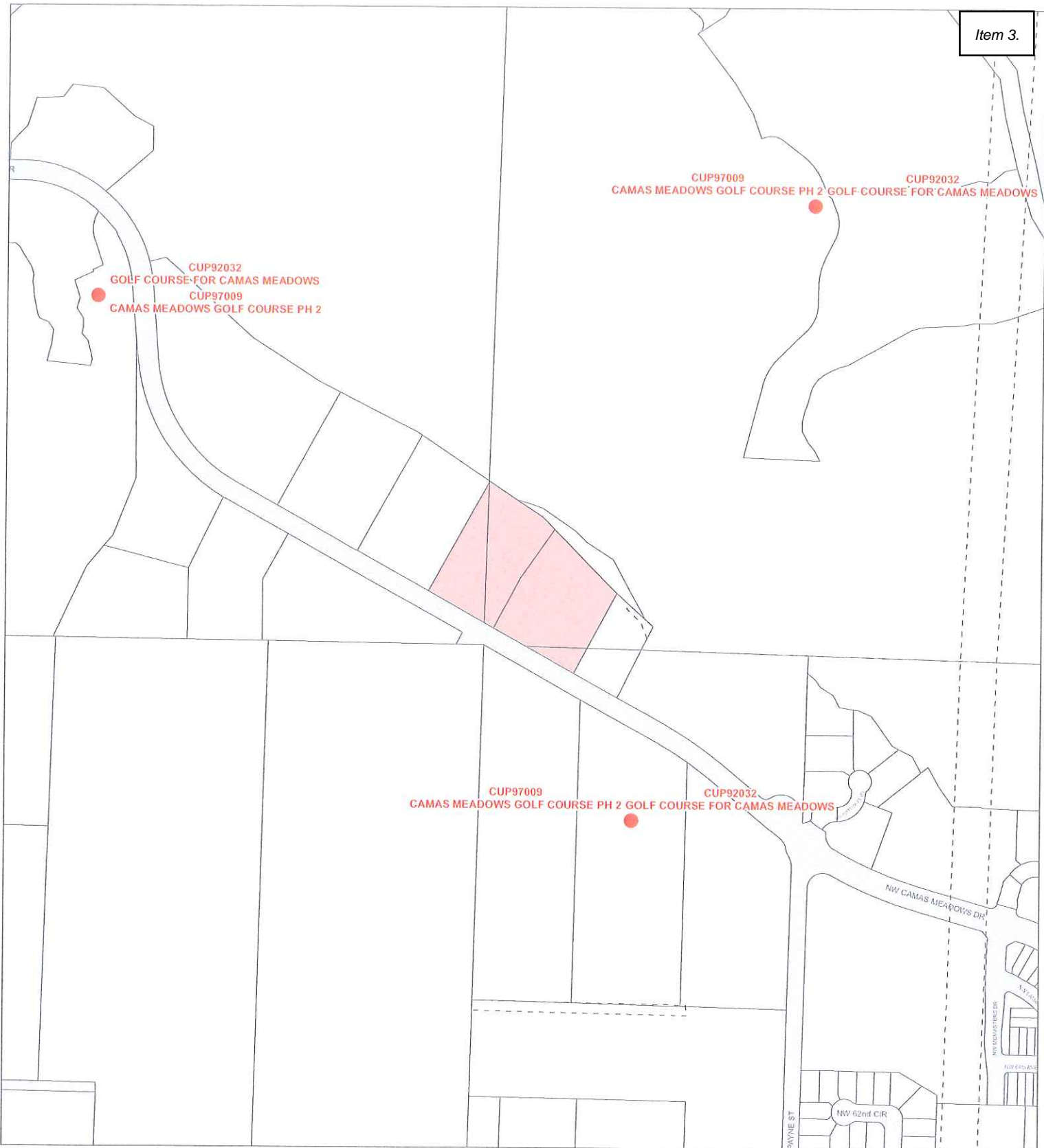
- Subject Property(s)
- Severe Erosion Hazard Area
- Public Road
- Forest Moratorium Area
- Transportation or Major Utility Easement
- CCHR Historic Site
- Slopes > 15%
- NRHP Historic Site
- Potentially Unstable Slope
- INV Historic Site
- Historic or Active Landslide

23120	23121	23122
23120	23120	23127
23132	23133	23134



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.



### 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



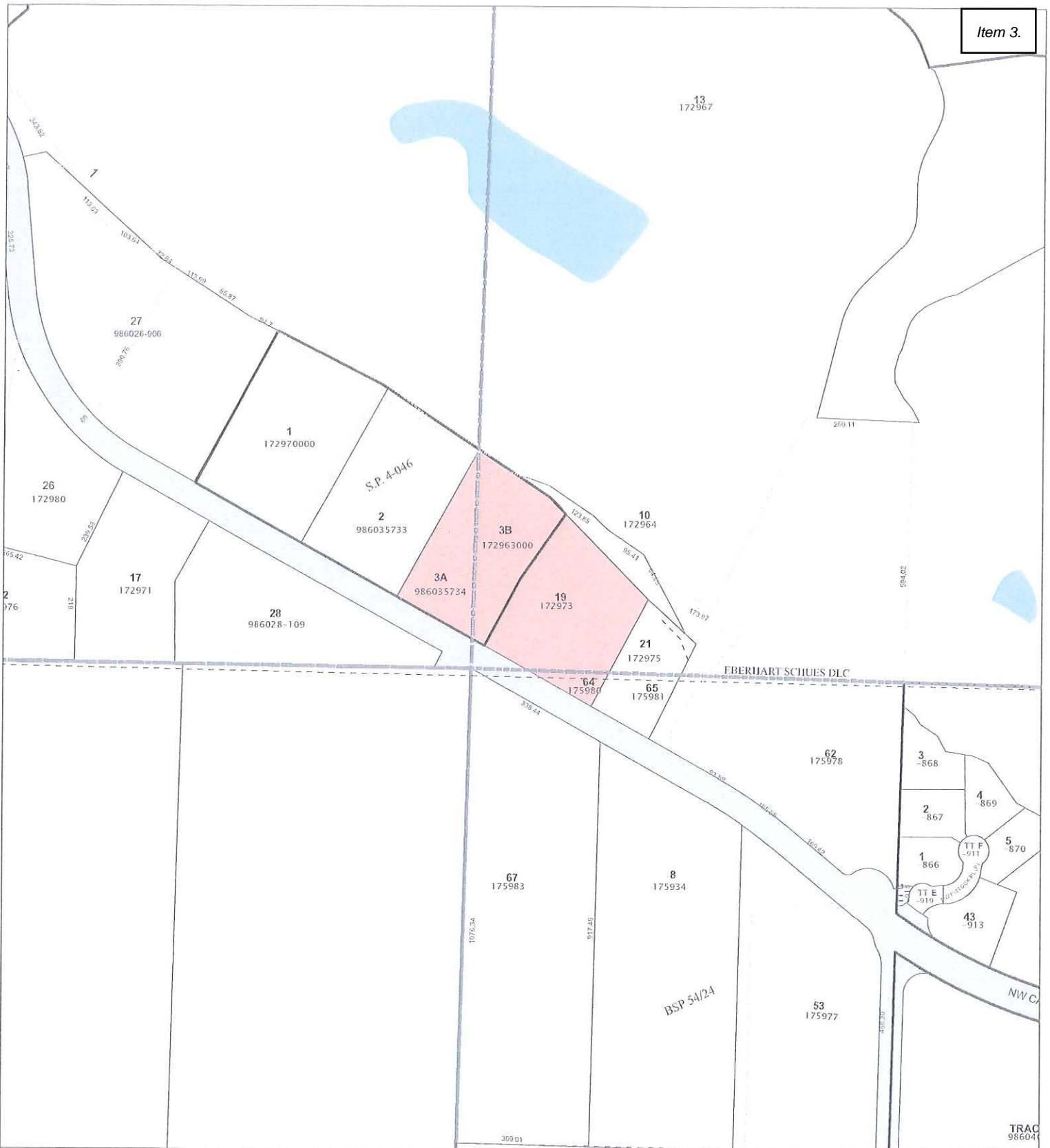
Geographic Information System  
 0 200 400 Feet

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

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

23120	23121	23122
23129	23128	23127
23132	23133	23134





### 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

Printed on: January 23, 2020



Geographic Information System  
 0 150 300 Feet

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

23120	23121	23122
23120	23126	23127
23132	23133	23134

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



**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**





JOHNSON  
ECONOMICS

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# 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

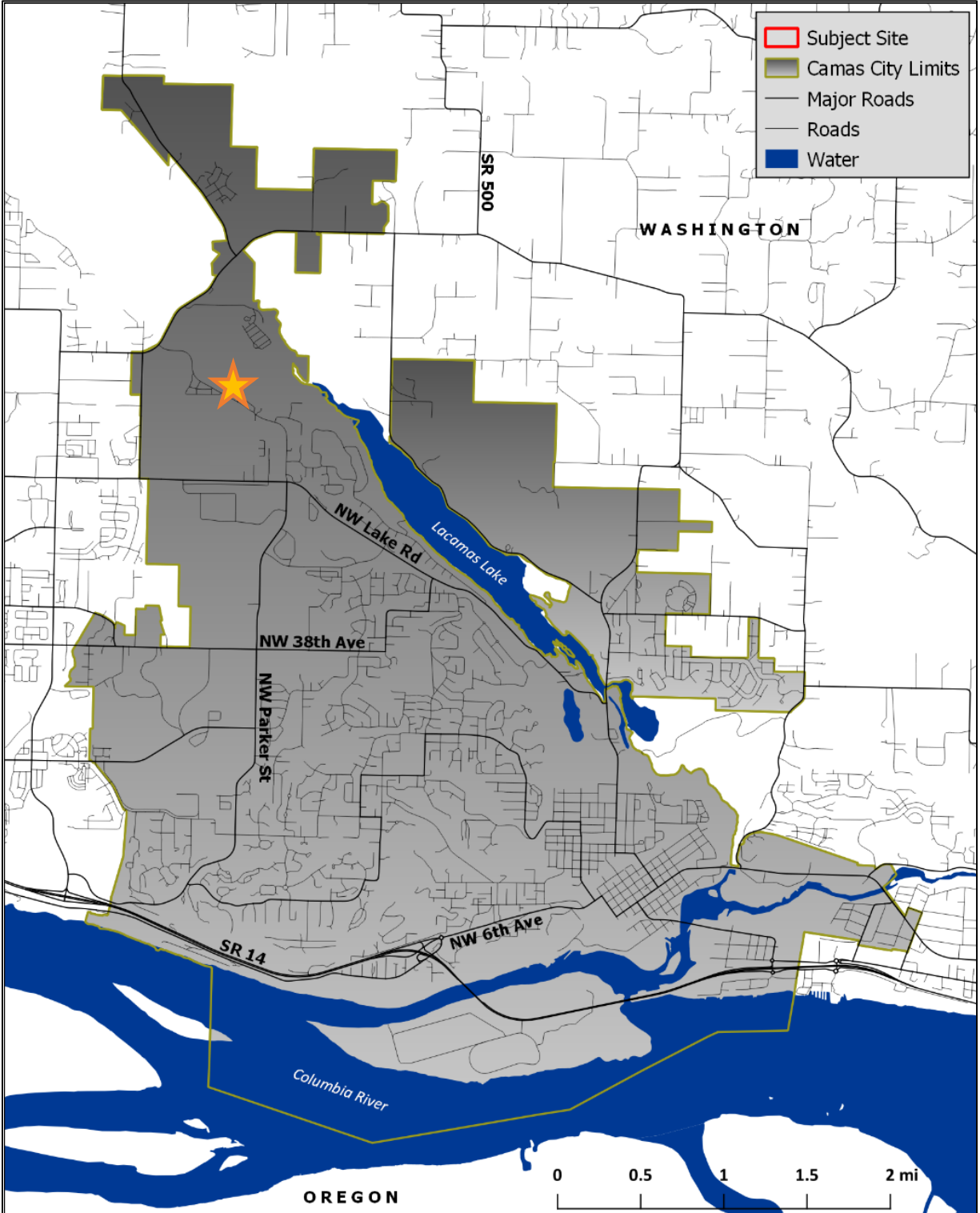


SOURCE: Bing Maps, Johnson Economics





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 192<sup>nd</sup> 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) <sup>1</sup>	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
	<b>Total:</b>	<b>11,182</b>		<b>830</b>	<b>1,124</b>	<b>15,220</b>	<b>294</b>	<b>4,038</b>
Residential	6 units/ac		3,868	645	876	5,256	231	1,388

<sup>1</sup> 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).

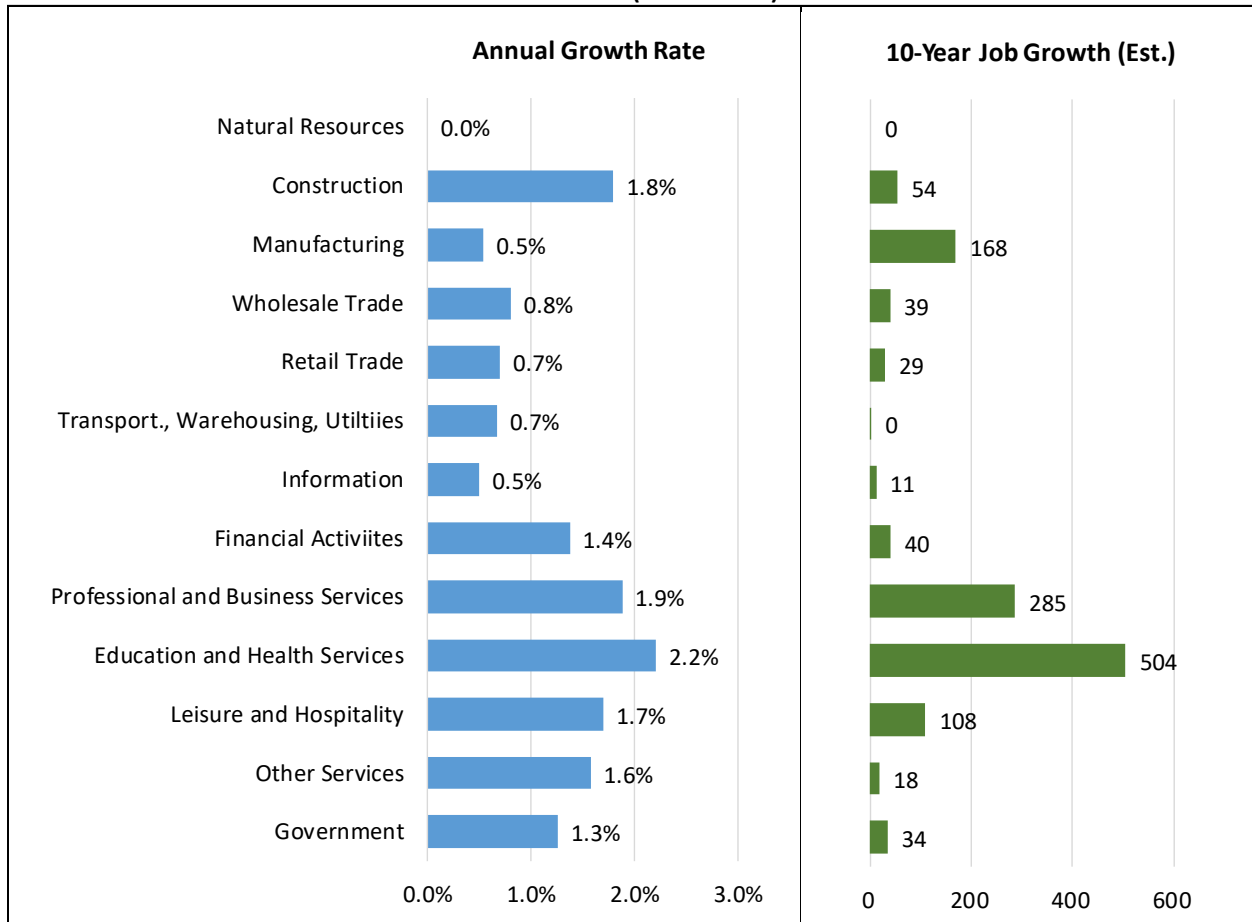
The Comprehensive Plan projects 11,182 new jobs in Camas by 2035, based on estimates from the Clark County Buildable Lands Report (2015). Given the 9,093 jobs from 2013 shown in the Comprehensive plan, this means that the city has forecasted average annual employment growth in the range of 3.7% per year.

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.)



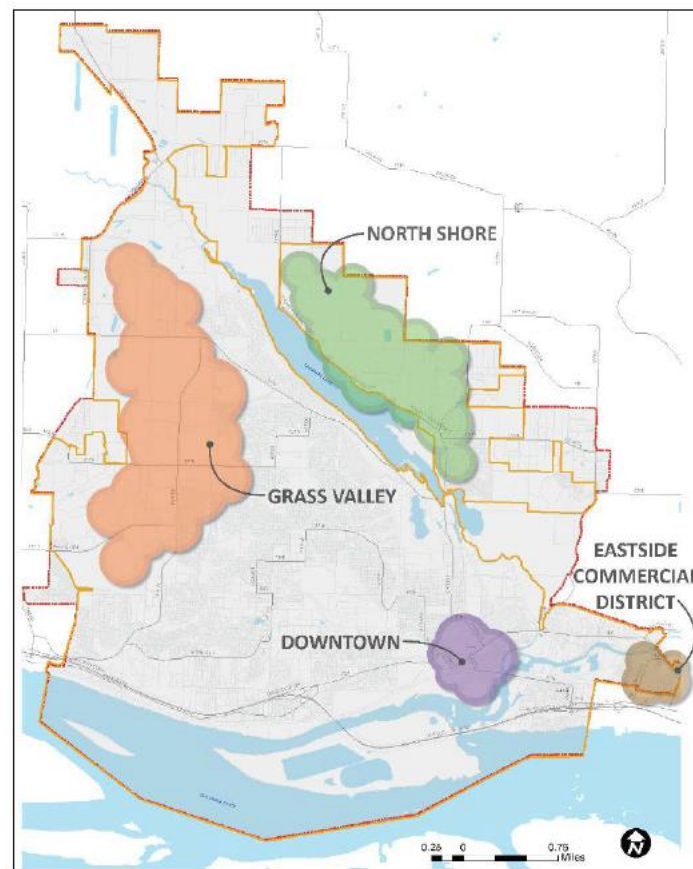


This alternate forecast suggests that the greatest number of new jobs will be found in sectors that tend to use commercial office and retail space (and land), and fewer new jobs in sectors that use industrial space. The major users of industrial space (manufacturing, transportation/warehousing, construction) 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
<b>Total:</b>	<b>31</b>	<b>338.0</b>	<b>3,042</b>
Indust. Demand (Camas 2035):		493.1	4,438
Grass Valley Share:		69%	69%

SOURCE: Clark County, Camas 2035, Johnson Economics

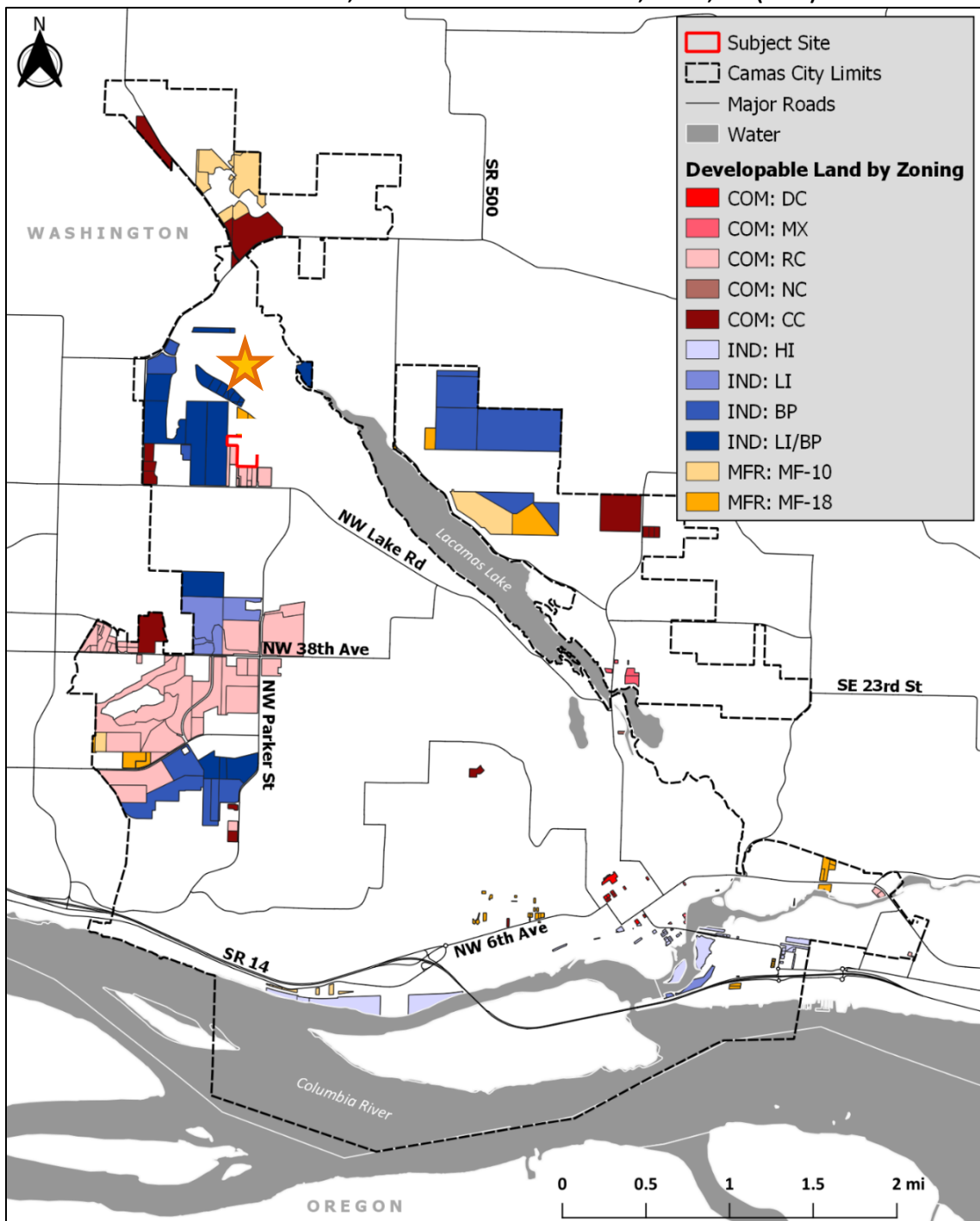
The inventory suggests that the Grass Valley area has sufficient available land to accommodate 69% of the total forecasted 20-year demand for industrial land in the city. A conversion of the 4-acre subject site to a different use would lower this capacity very slightly to 68% of the demand.

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

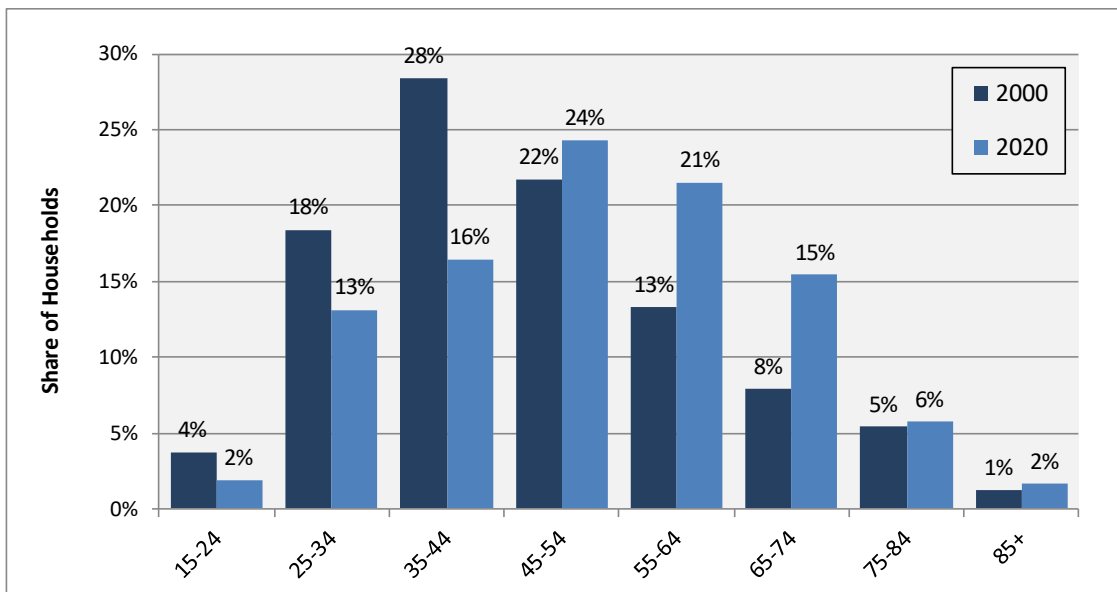
In this section, we analyze the market depth for rental apartments within the City of Camas, to determine the potential demand for housing at the subject site as part of a mixed use development. We provide estimates of turnover in the existing household base as well as estimates of current demand growth 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

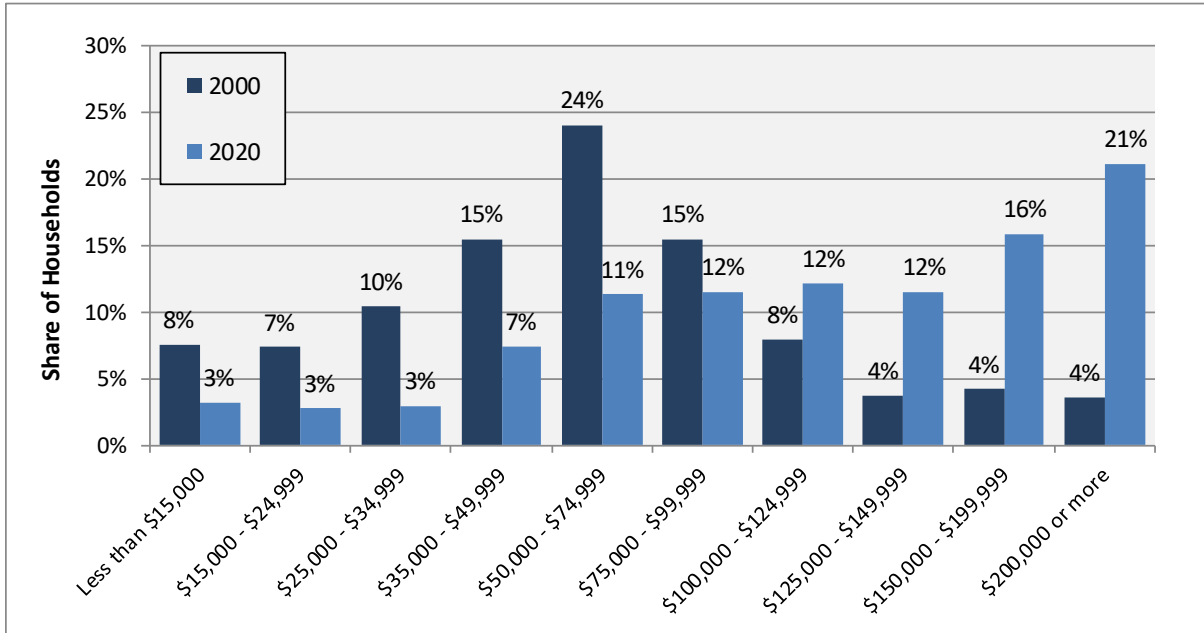
The largest total growth seen within an age group was in those aged 55-64. This age group increased by an estimated 1,200 households since 2000. The 45-54 age group and the 65-74-year old age group each grew by roughly 1,000 households since 2000. This group had a smaller population to begin with, however,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

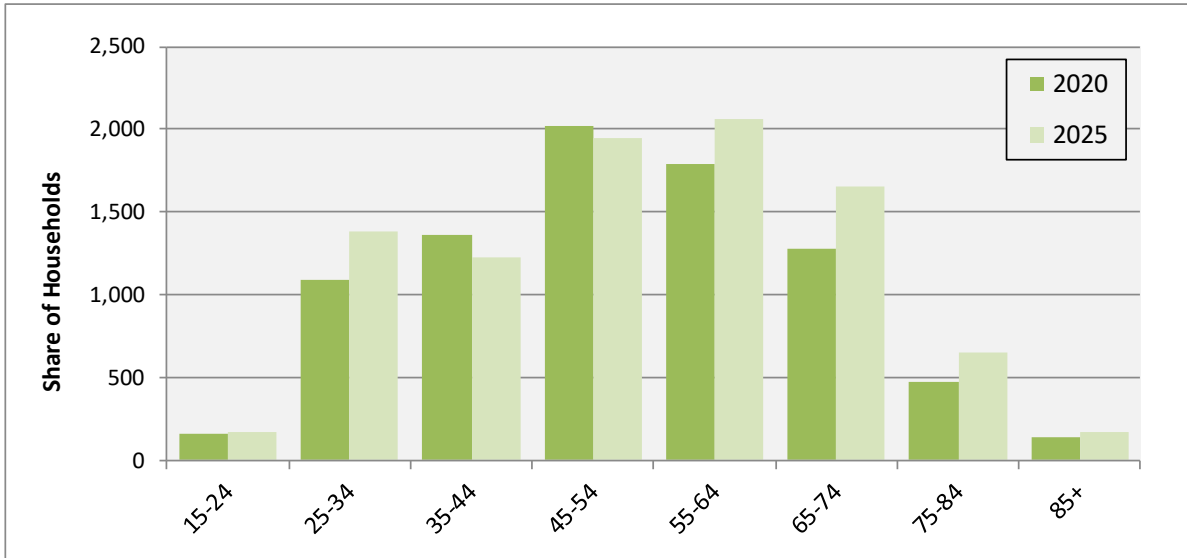
**NEW HOUSEHOLD DEMAND, CAMAS**

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.



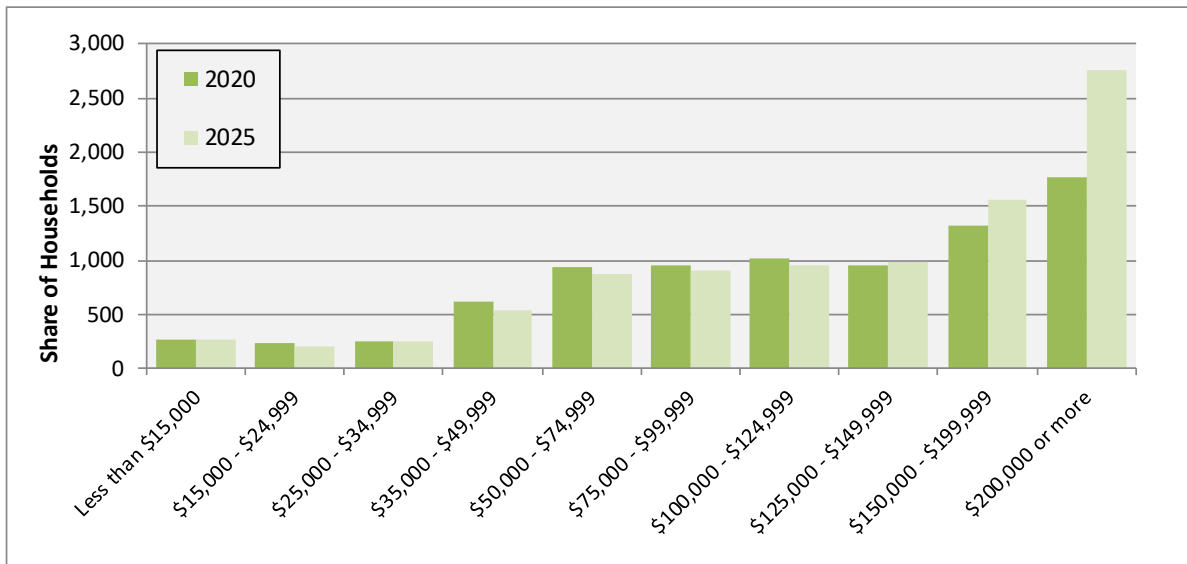
**FIGURE 4.3: PROJECTED DISTRIBUTION OF HOUSEHOLDS BY AGE, CAMAS (2020-2025)**



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)**



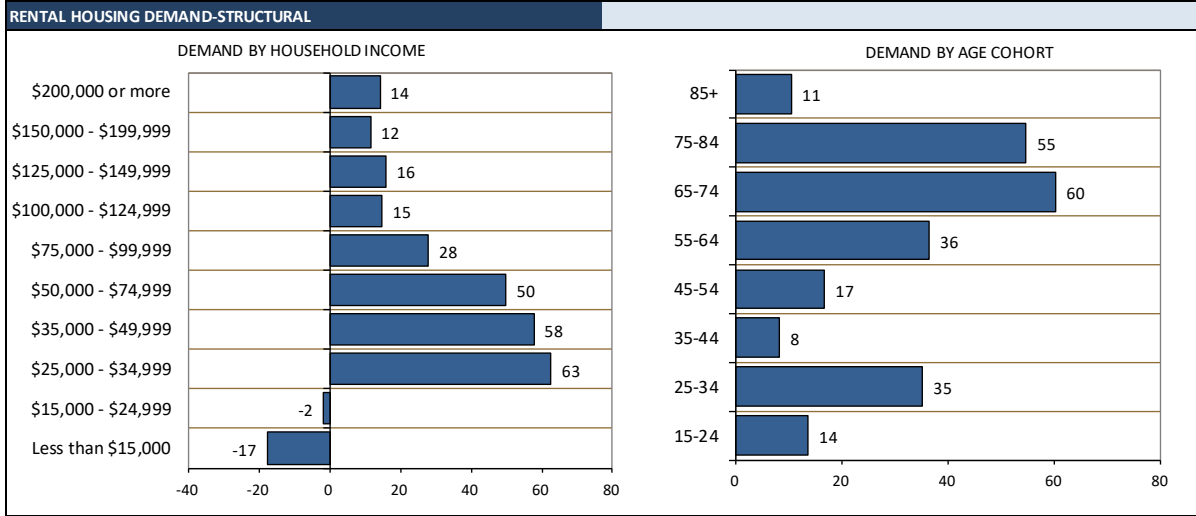
SOURCE: Envirionics, JOHNSON ECONOMICS

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.





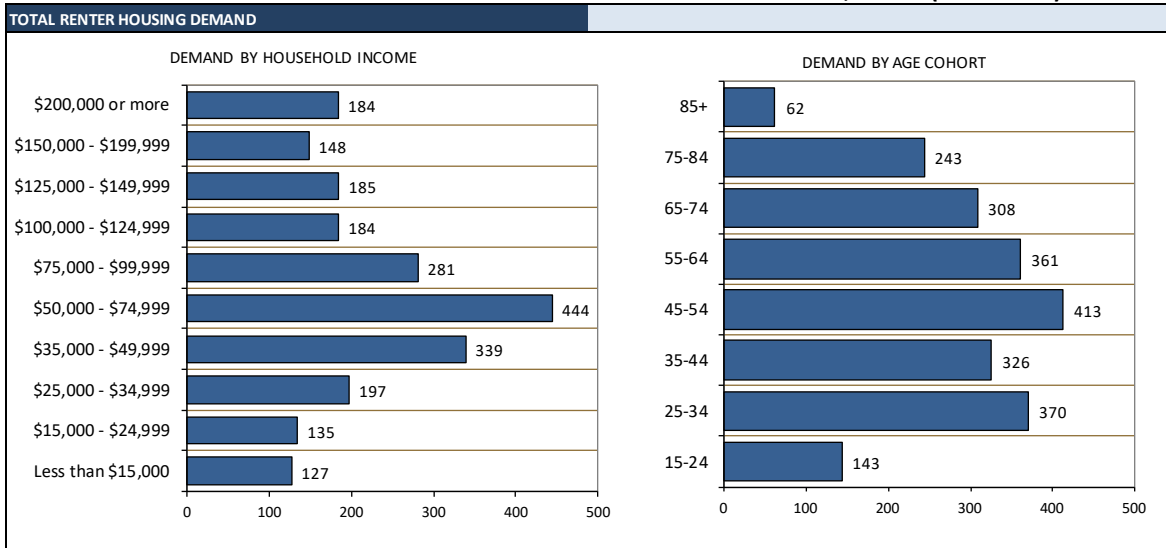
**FIGURE 4.5: PROJECTED GROWTH IN DEMAND FOR RENTAL APARTMENTS, CAMAS (2020-2025)**



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) <sup>1</sup>	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
	<b>Total:</b>	<b>11,182</b>		<b>830</b>	<b>1,124</b>	<b>15,220</b>	<b>294</b>	<b>4,038</b>
Residential	6 units/ac		3,868	645	876	5,256	231	1,388

<sup>1</sup> 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.



**From:** Kimbal Logan <[kimbal@kl-re.com](mailto:kimbal@kl-re.com)>  
**Sent:** Tuesday, July 21, 2020 1:37 PM  
**To:** Fox, Jamal <[Jamal.Fox@portlandoregon.gov](mailto: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](mailto:kimbal@kl-re.com)

**From:** Fox, Jamal <[Jamal.Fox@portlandoregon.gov](mailto:Jamal.Fox@portlandoregon.gov)>  
**Sent:** Tuesday, July 21, 2020 1:25 PM  
**To:** Kimbal Logan <[kimbal@kl-re.com](mailto:kimbal@kl-re.com)>; [jfox@cityofcamas.us](mailto: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](mailto: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](mailto:kimbal@kl-re.com)>  
**Sent:** Tuesday, July 21, 2020 12:32 PM  
**To:** Fox, Jamal <[Jamal.Fox@portlandoregon.gov](mailto:Jamal.Fox@portlandoregon.gov)>; [jfox@cityofcamas.us](mailto:jfox@cityofcamas.us)  
**Cc:** Kimbal Logan <[kimbal@kl-re.com](mailto: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](mailto:kimbal@kl-re.com)

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**From:** Kimbal Logan  
**Sent:** Monday, July 20, 2020 1:15 PM  
**To:** Barry McDonnell <[BMcDonnell@cityofcamas.us](mailto:BMcDonnell@cityofcamas.us)>  
**Cc:** [kimbal@kl-re.com](mailto: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](mailto:kimbal@kl-re.com)

---

**From:** Kimbal Logan  
**Sent:** Monday, July 20, 2020 11:58 AM  
**To:** Barry McDonnell <[bmmcdonnell@cityofcamas.us](mailto:bmmcdonnell@cityofcamas.us)>; Phil Bourquin ([pbourquin@cityofcamas.us](mailto:pbourquin@cityofcamas.us)) <[pbourquin@cityofcamas.us](mailto:pbourquin@cityofcamas.us)>; Jerry Acheson <[jacheson@cityofcamas.us](mailto:jacheson@cityofcamas.us)>; Robert Maul <[RMaul@cityofcamas.us](mailto:RMaul@cityofcamas.us)>; Sarah Fox <[sfox@cityofcamas.us](mailto:sfox@cityofcamas.us)>; Don Chaney <[dchaney@cityofcamas.us](mailto:dchaney@cityofcamas.us)>; Steve Hogan ([shogan@cityofcamas.us](mailto:shogan@cityofcamas.us)) <[shogan@cityofcamas.us](mailto:shogan@cityofcamas.us)>; Shawn MacPherson ([macphersonlaw@comcast.net](mailto:macphersonlaw@comcast.net)) <[macphersonlaw@comcast.net](mailto:macphersonlaw@comcast.net)>; 'LeAnne Bremer' <[leanne.bremer@millernash.com](mailto:leanne.bremer@millernash.com)>  
**Cc:** Tim Hein ([thein@gmail.com](mailto:thein@gmail.com)) <[thein@gmail.com](mailto:thein@gmail.com)>; [troy@earth-engineers.com](mailto: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](mailto: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 4<sup>th</sup> Avenue  
Camas, WA 98607

-

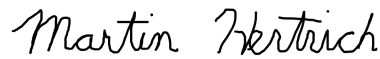
RE: property tax accounts 172970-000 and 986035-733

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 4<sup>th</sup> 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.

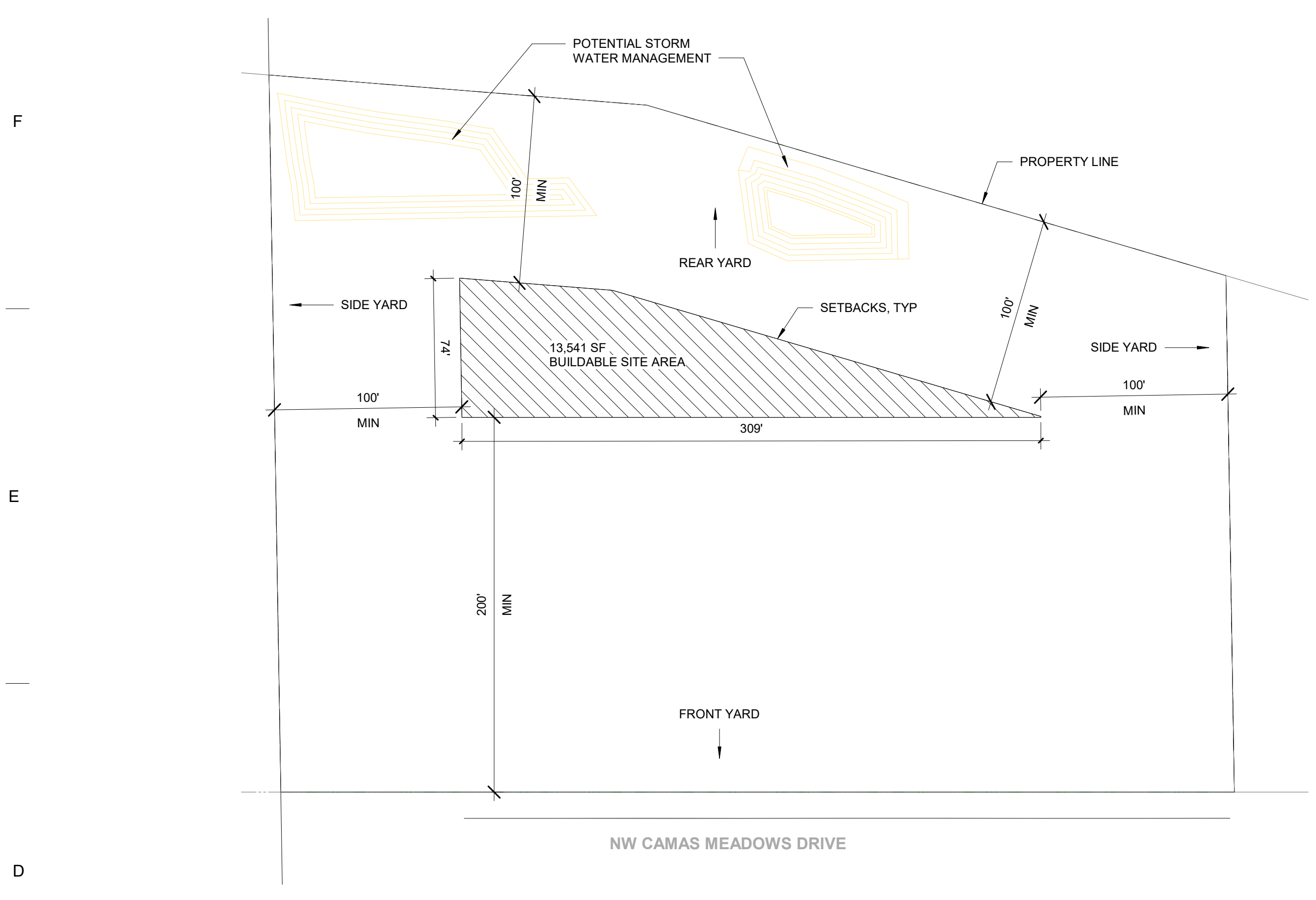
**CAMAS ZONING CODE: TITLE 18**

**PROPOSED ZONE: MIXED USE (MX)**

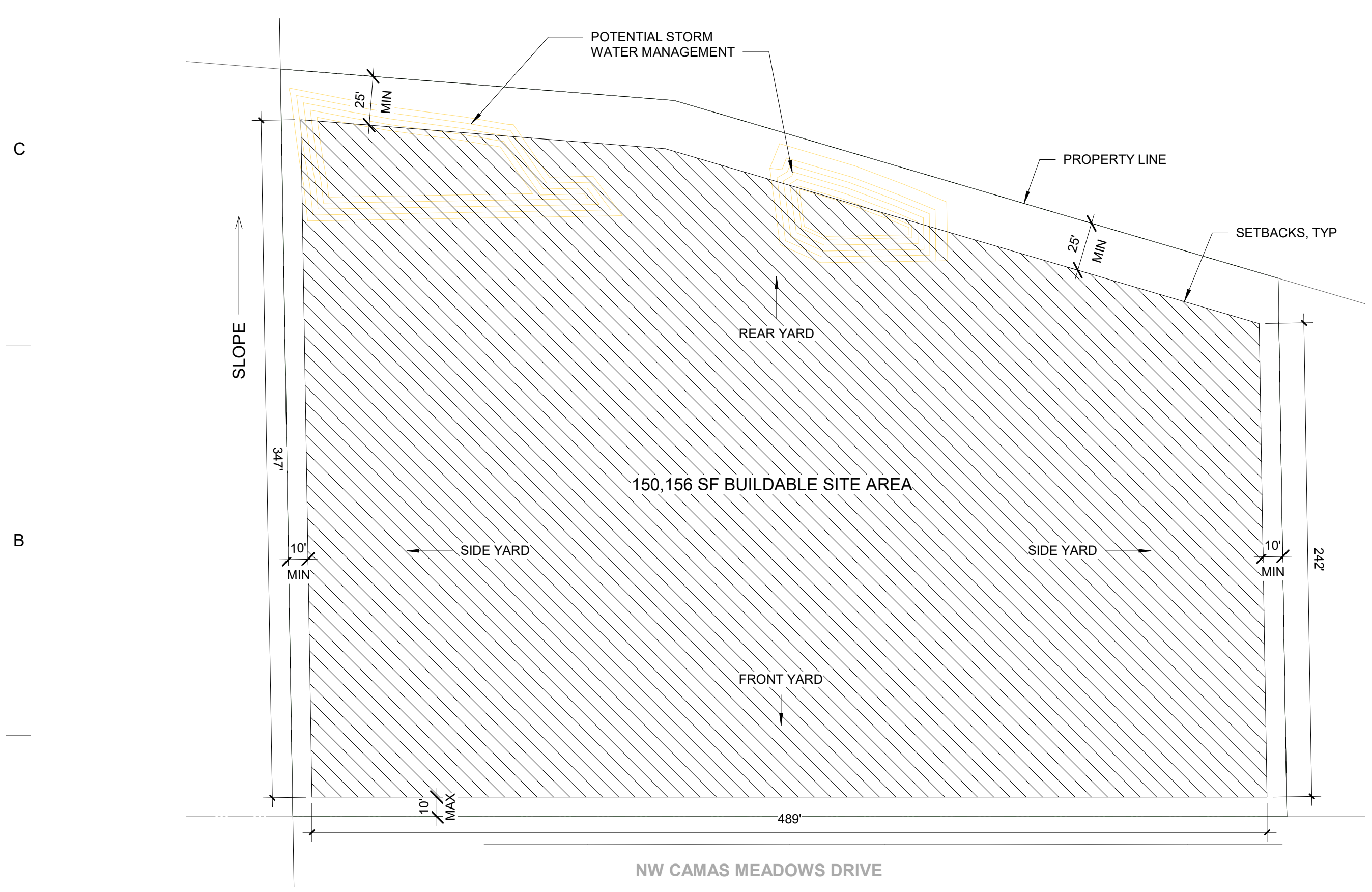
**18.09.030 : TABLE 1**

DWELLING UNITS / NET ACRE:	24	<b>OUR SITE:</b>	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

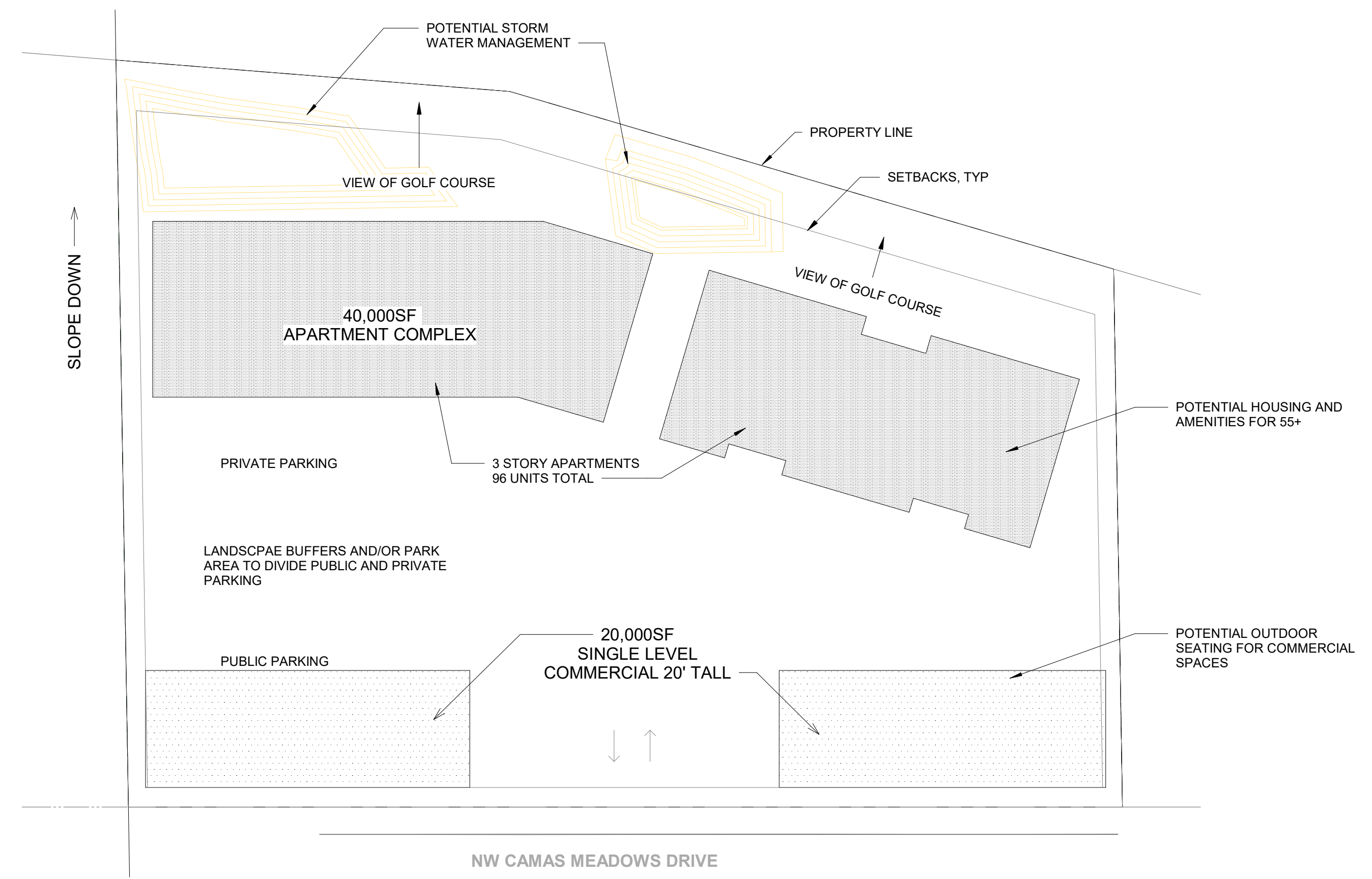
CAMAS MEADOW WOODS -  
MIXED USE  
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**ZONING ANALYSIS**  
08.11.20  
Project #20-063

DESCRIPTION	DATE

**MIXED USE -  
POSSIBILITIES  
EX02**



**2 MIXED USE OPTION 2 - MASS**  
SCALE | 1" = 50'-0"

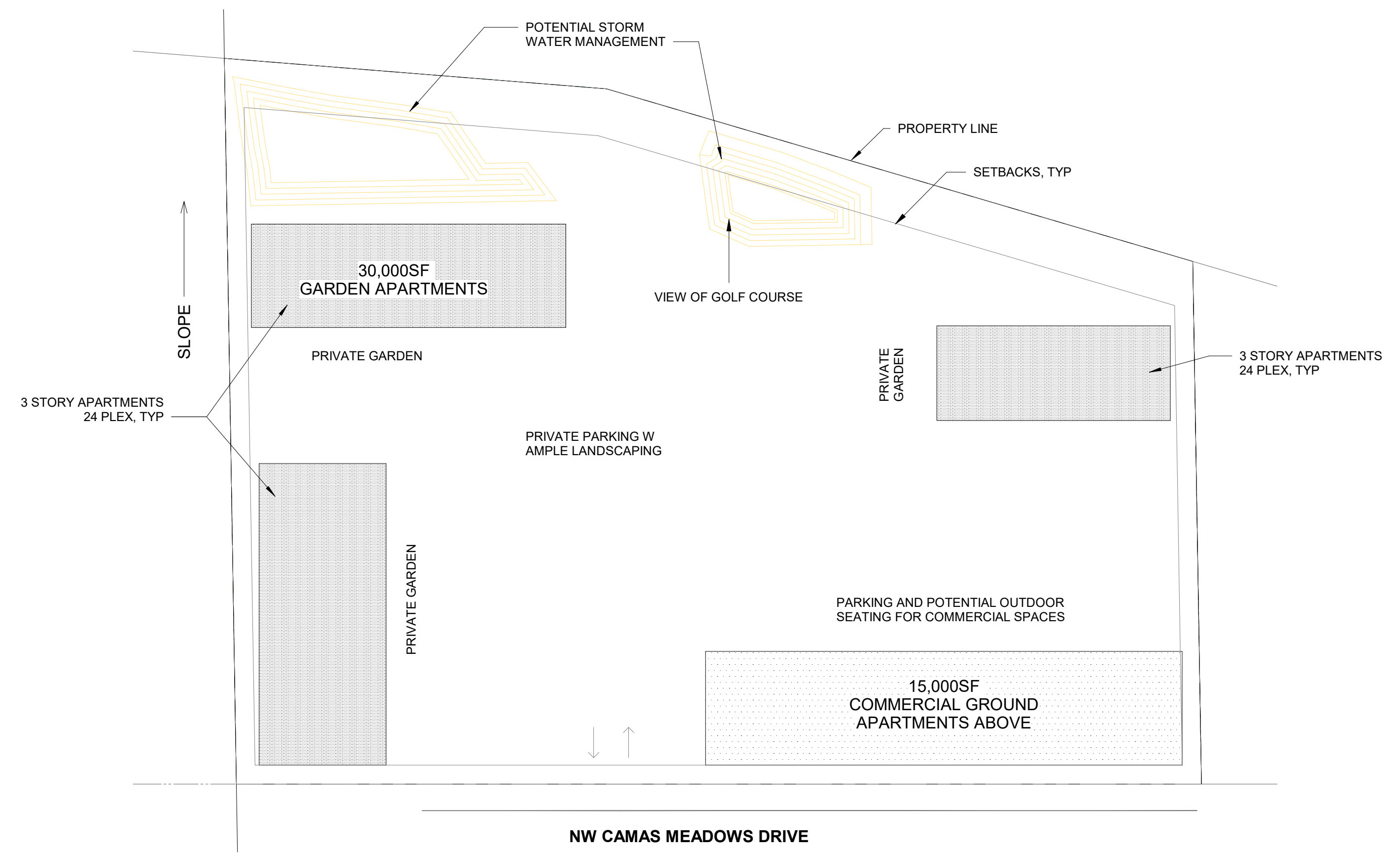
**'MASS' BUILDING APARTMENT COMPLEX POSSIBILITIES:**

- 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
- RESIDENTIAL NEIGHBORING A GOLF COURSE BRINGS VALUE TO THE PROPERTY
- 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)



**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

8/6/2020 3:23:14 PM \\WBLOCK.COM\UserData\Redirect\Sarah\Documents\20-063\_Camas\_Meadows\_Mixed\_Use\_sarah@wblock.com.rvt



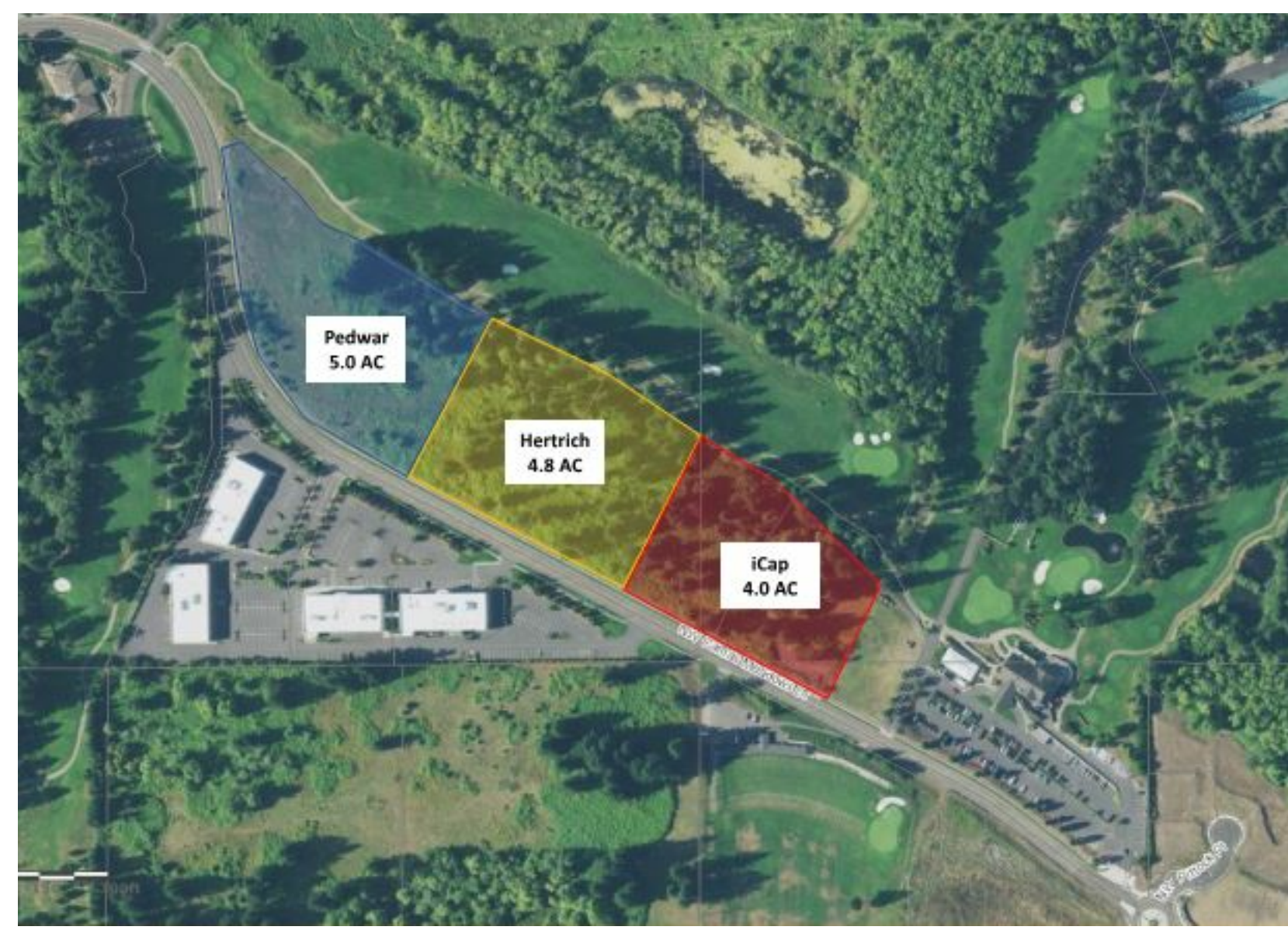


**CAMAS MEADOW WOODS - MIXED USE**  
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**ZONING ANALYSIS**  
 08.11.20  
 Project #20-063

DESCRIPTION	DATE

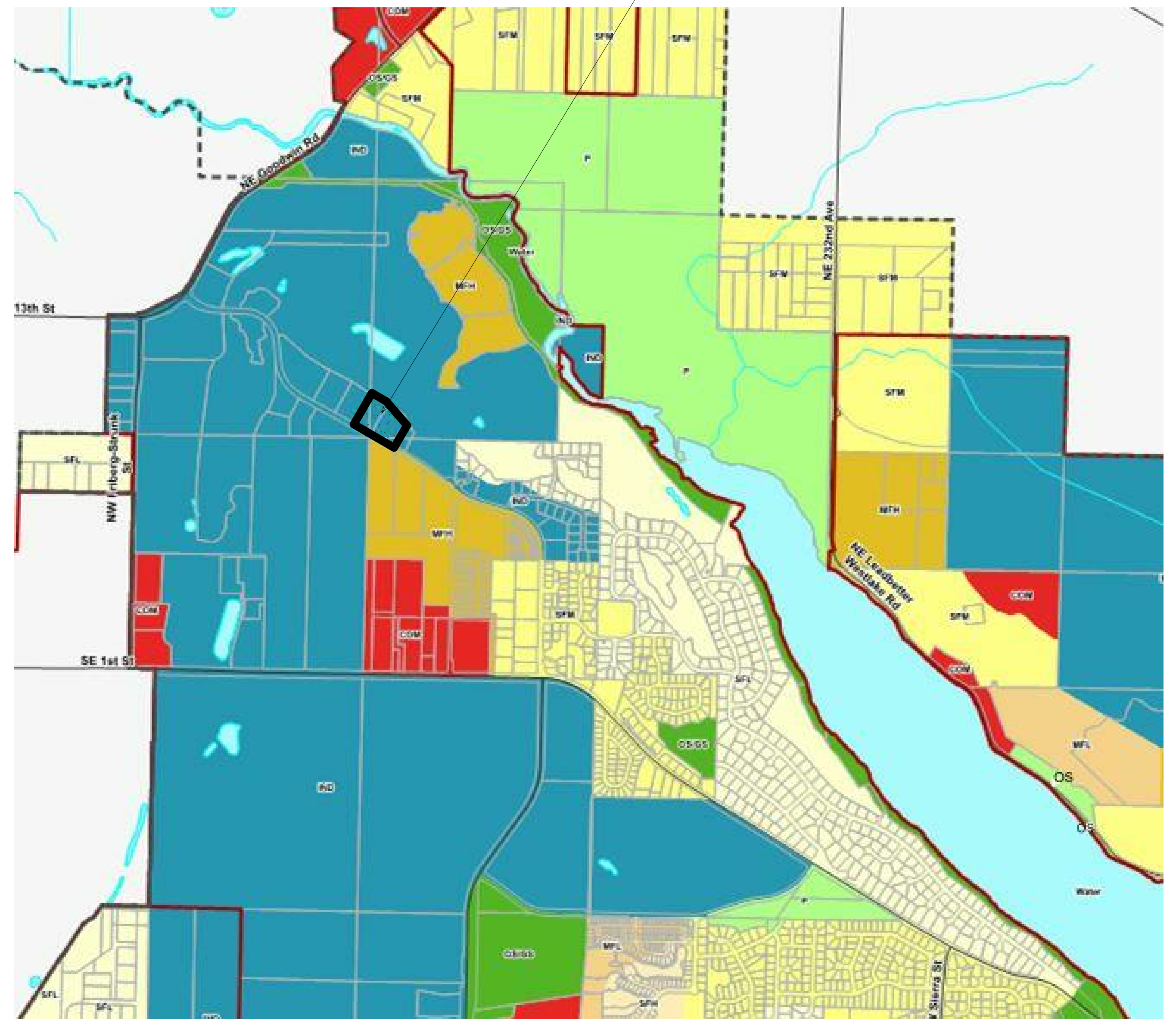
**PROPERTY ENLARGED (IN RED)**



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)

**PROPERTY**



1 EX03 **Camas Zoning Map**

- 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 4<sup>th</sup> Avenue  
Camas, WA 98607

-

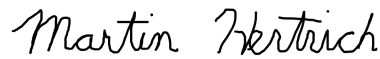
RE: property tax accounts 172970-000 and 986035-733

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

**Pedwar Development Group, LLC**

August 6, 2020

City of Camas  
Attn: Sarah Fox, Senior Planner  
616 NE 4<sup>th</sup> 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 21<sup>st</sup>), 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”.

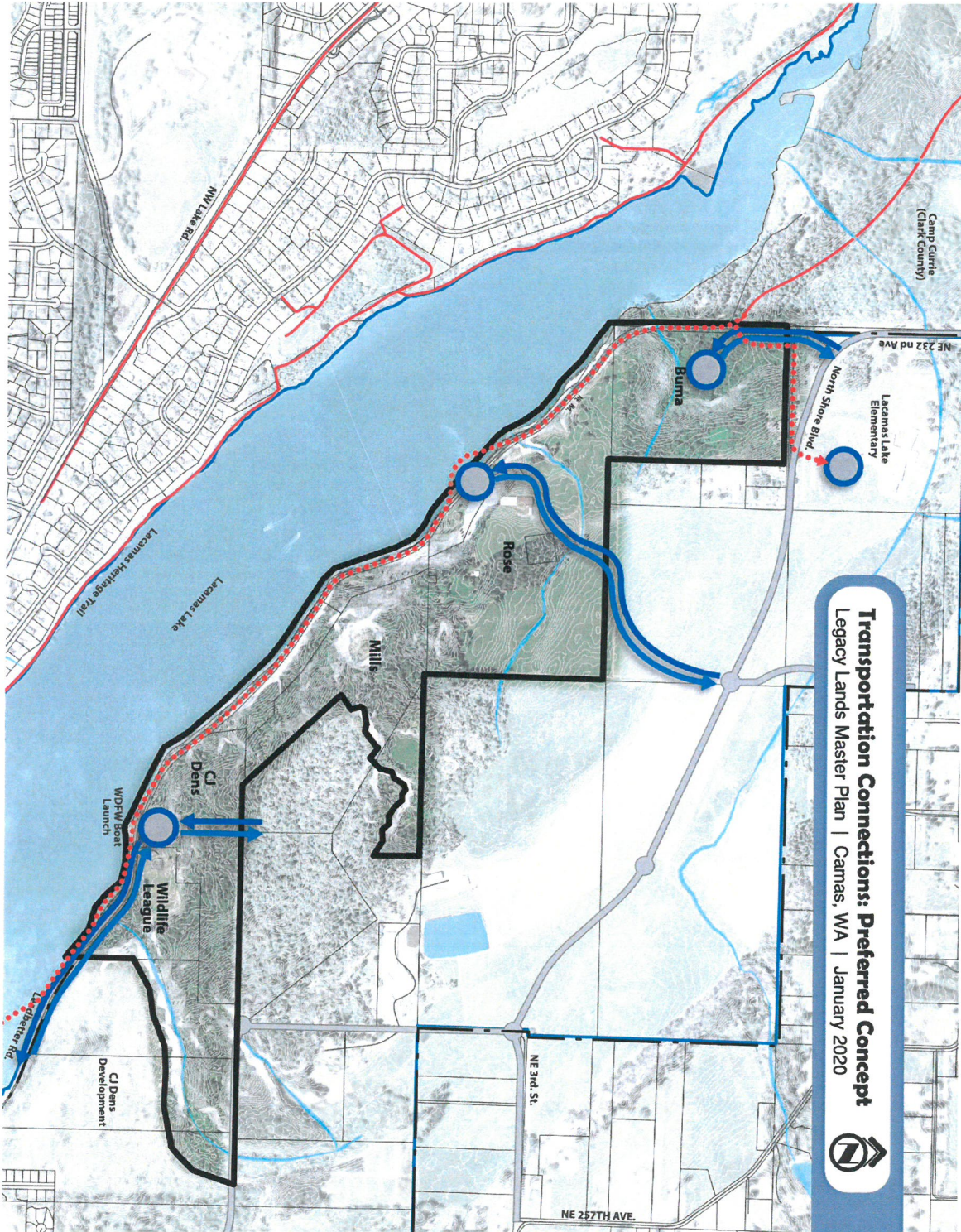
The Mills are good people who have worked successfully with the City of Camas for many years. The City of Camas should recognize its relationship with and responsibilities to the Mills Family as it considers this Comp Plan Amendment. However, I do not believe those would be the best reasons to approve 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,





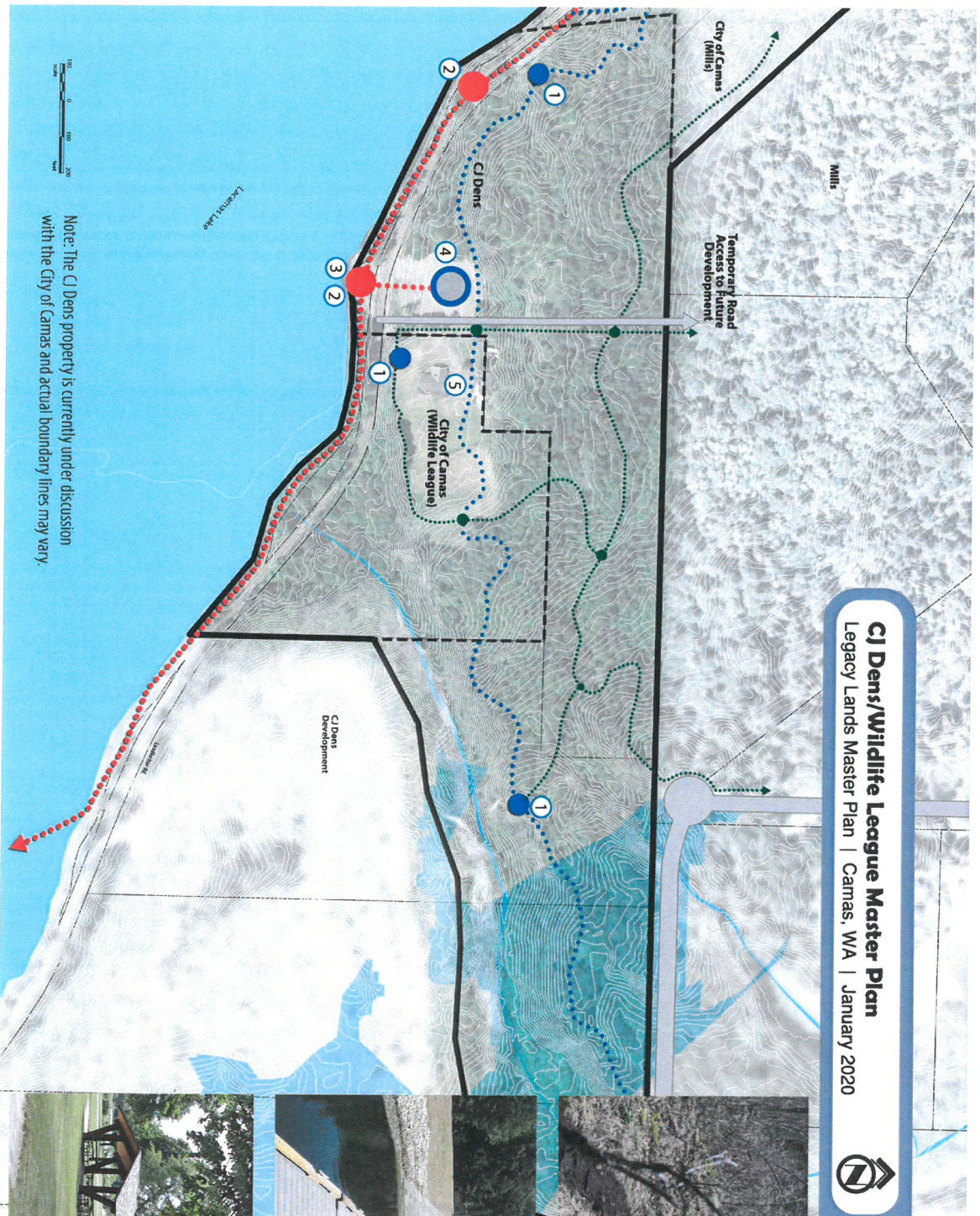
- Northbound Lane
- Southbound Lane
- Existing Trail
- Proposed Trail
- Future Transportation
- Parking/Trailheads







- 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 8<sup>th</sup> Avenue • Camas • WA 98607

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

[www.earth-engineers.com](http://www.earth-engineers.com)

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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](mailto: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 written over a light gray rectangular background.

Troy Hull, P.E.  
Principal Geotechnical Engineer

A handwritten signature in black ink, appearing to read "Jacqui Boyer", is written over a light gray rectangular background.

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](mailto: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:

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**EI Report No. 19-033-1**

**May 28, 2019**

A handwritten signature in black ink, appearing to read "Jacqui Boyer".

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**Jacqui Boyer  
Geotechnical Engineering  
Associate**



EXPIRES 09/06/ 19

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**Troy Hull, P.E.  
Principal Geotechnical Engineer**



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## 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

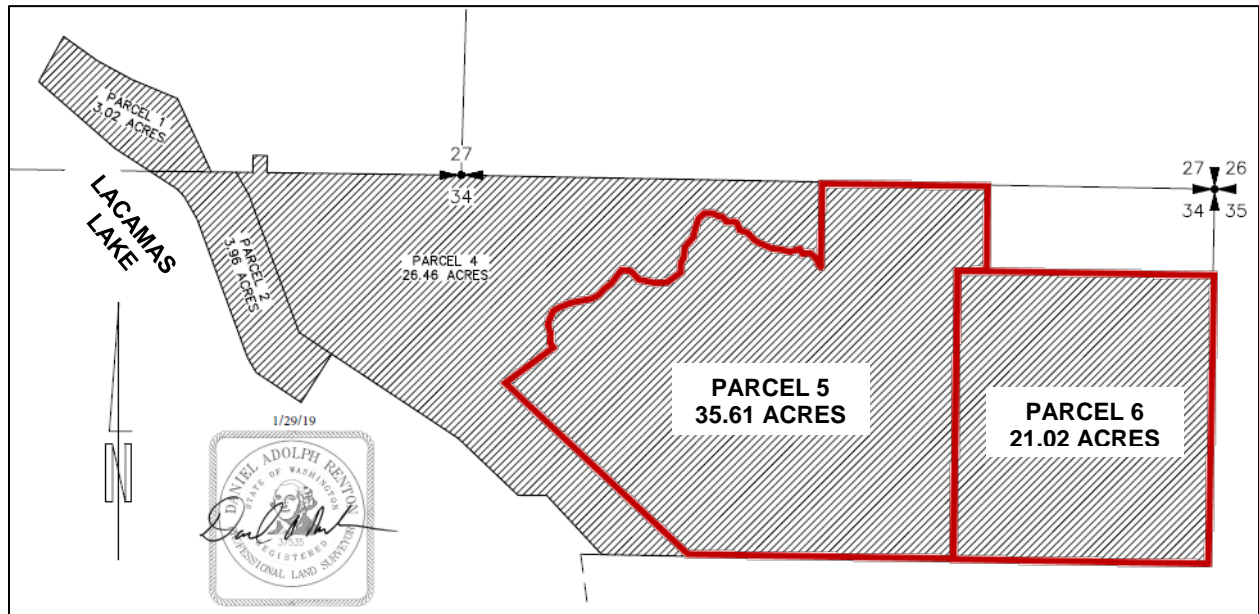
Our current understanding of the project is based on the information Kimbal Logan with Kimbal Logan Real Estate and Investment provided via e-mail to EEI Principal Geotechnical Engineer Troy Hull on February 6, 2019. Briefly, we understand the Mills Family LLC has recently signed closing documents for 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.

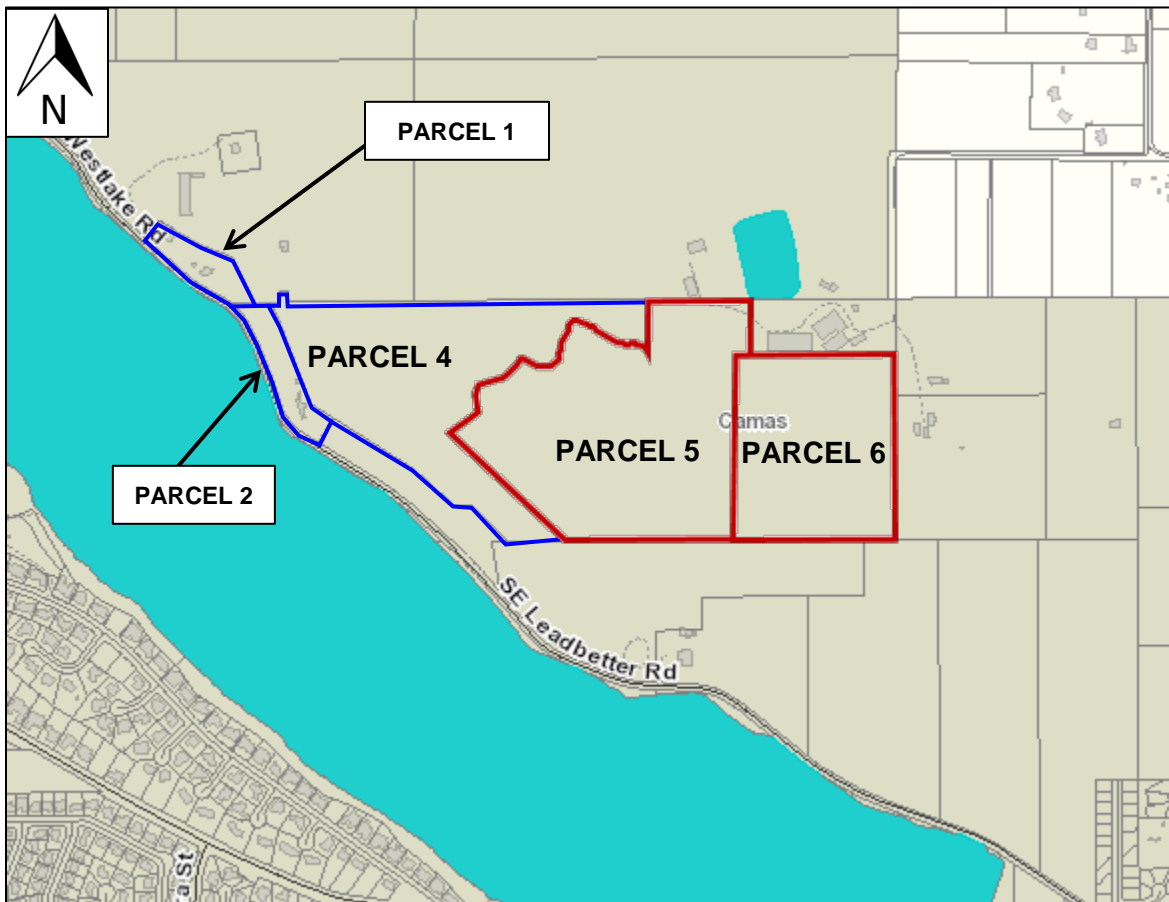


Our scope of services did not include drilled borings or excavator test pits, advanced lab testing, and a global slope stability study. However, if desired by the client, those services can be added to our scope.

## 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.

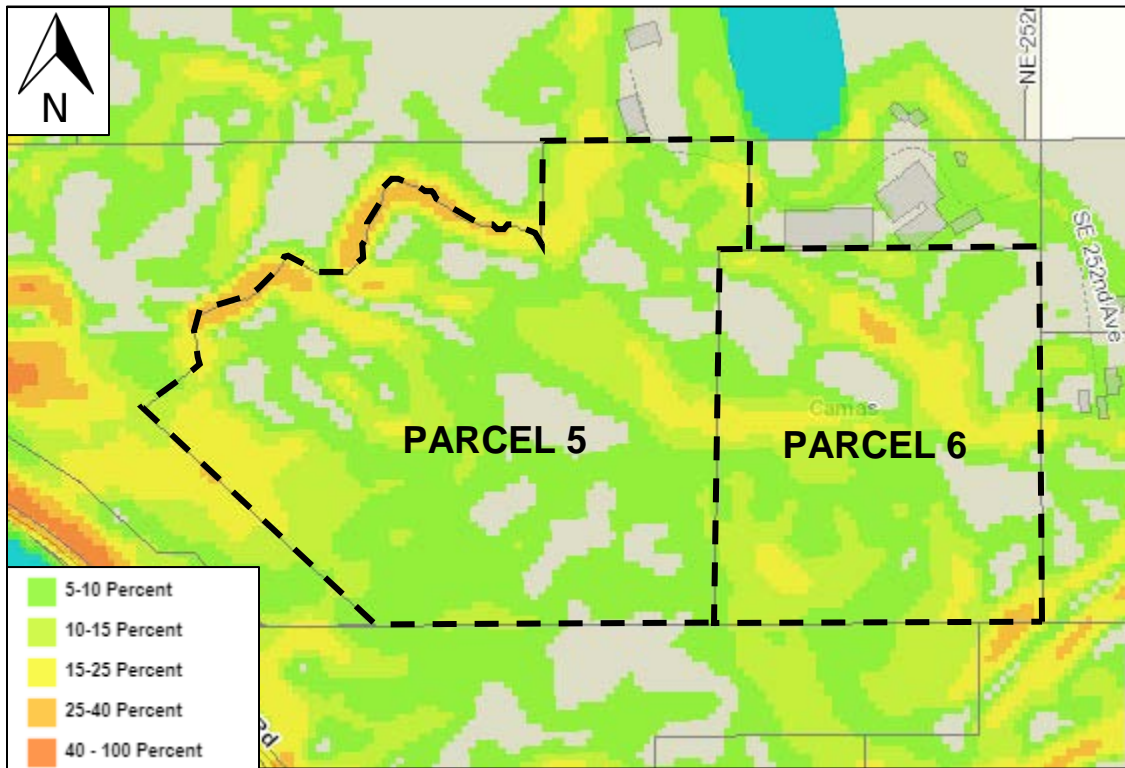


**Figure 2:** Vicinity map showing the subject property for this project (Parcels 5 and 6 – outlined in red), as well as the Mills Family LLC property that has been sold to the City of Camas (Parcels 1, 2 and 4 – outlined in blue). Base map source: <https://gis.clark.wa.gov/mapsonline/>.

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.



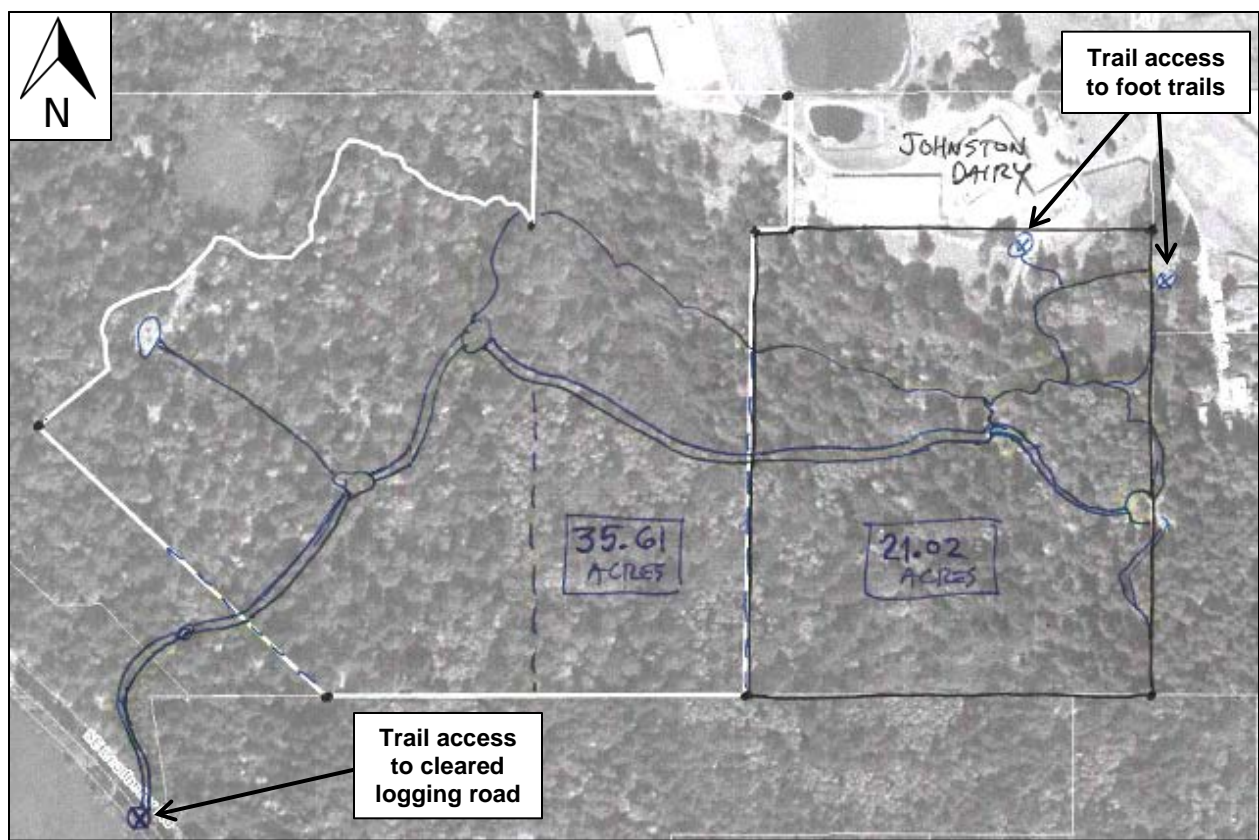


Figure 4: Map showing approximate locations of the trails on the subject property (base map provided by Shane McGuffin, Real Estate Broker with Kimbal Logan Real Estate & Investment).



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.



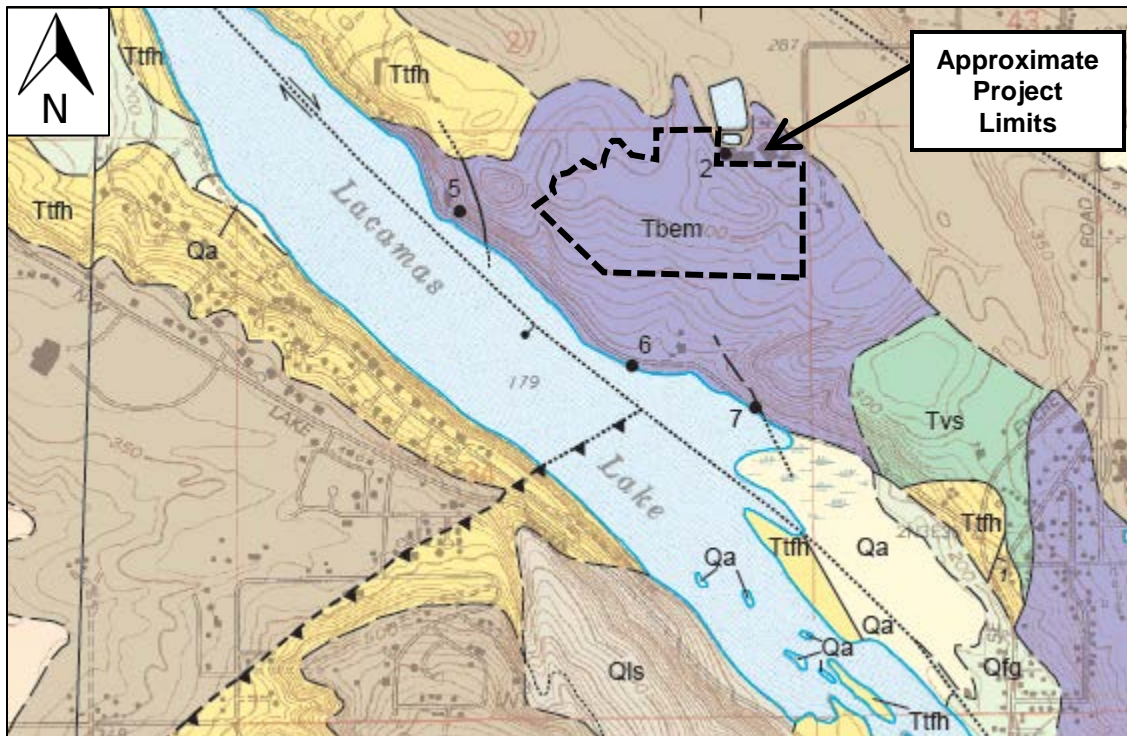
**Photo 5:** Pistol butting observed on the subject property, possibly indicative of soil movement.

## 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 basalt<sup>1</sup>.

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<sup>1</sup> 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.



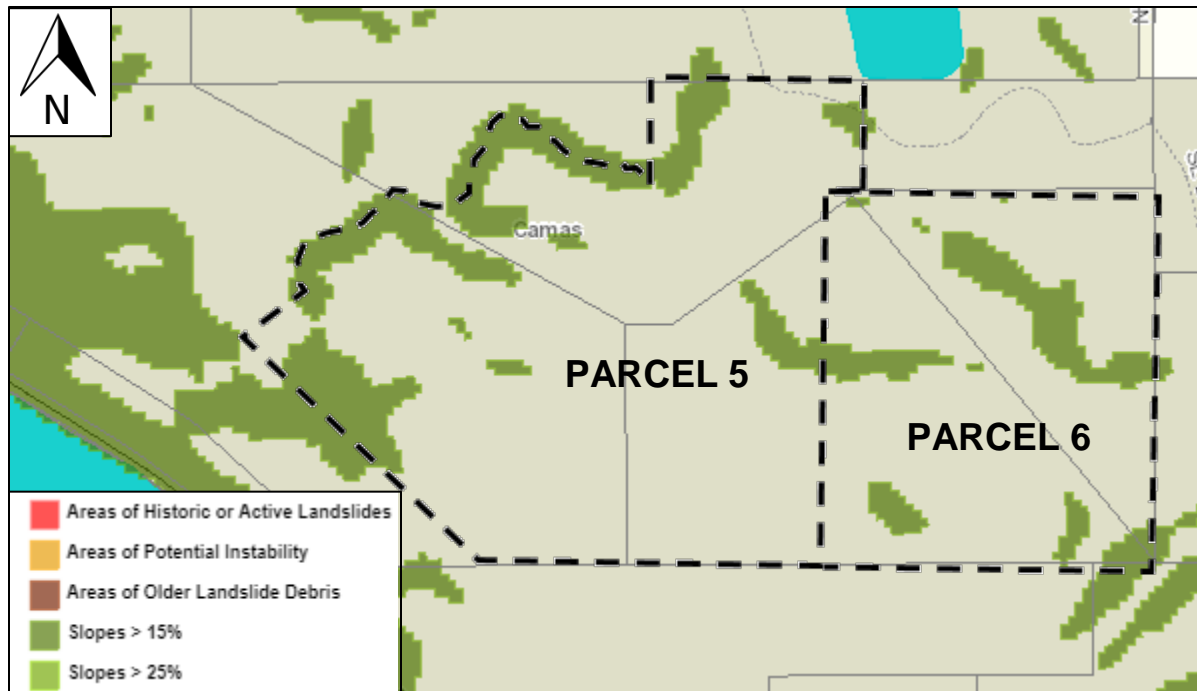
**Figure 5:** A map of the geology of the site and its surrounding areas (base map source: Scientific Investigations Map 3017 from the USGS Department of the Interior).

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 ash<sup>2</sup>.

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.

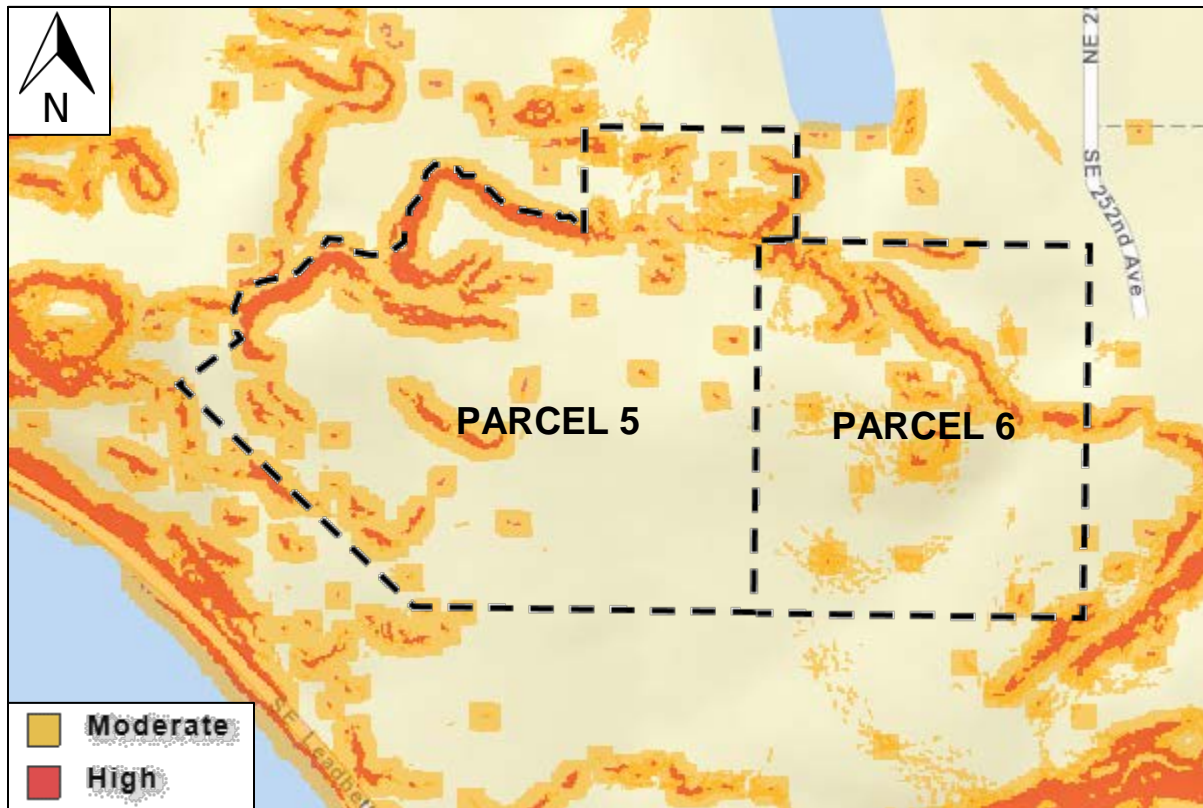
<sup>2</sup> Soil Survey Staff, Natural Resources Conservation Service, United States Department of Agriculture. Web Soil Survey. Available online at <http://websoilsurvey.nrcs.usda.gov/> accessed 2/28/2019.





**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 wall<sup>3</sup>. 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  $3/4$  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  $\pm 2$  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.

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<sup>3</sup> 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.

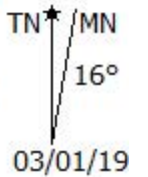
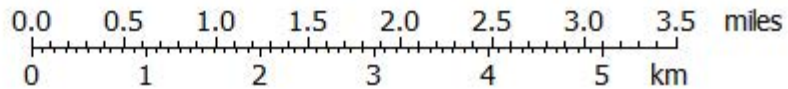
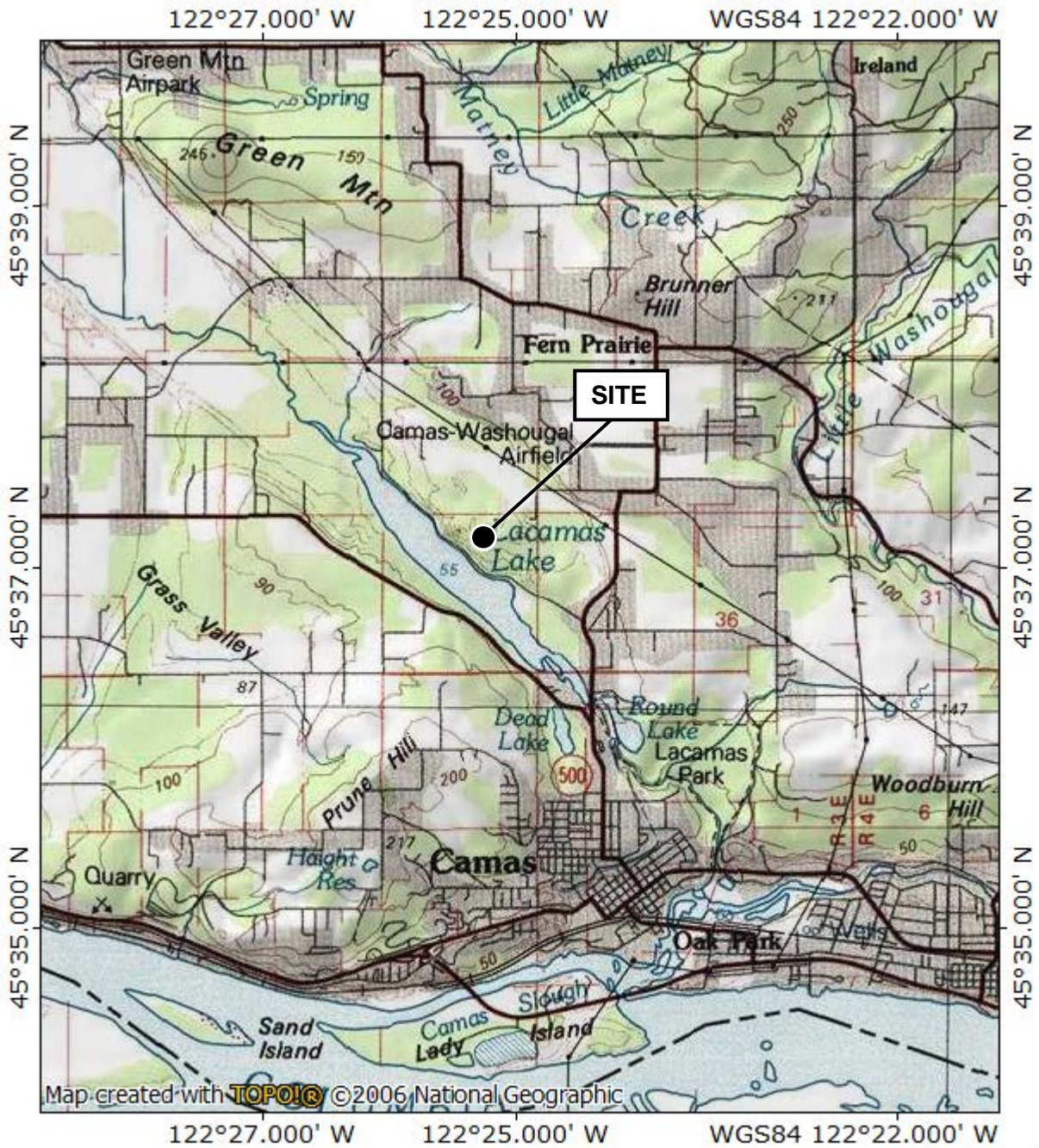
This report has been prepared for the exclusive use of the client, Lacamas Northshore LLC, for the proposed development of the 57-acres of the Mills Family Property to be located on the North Shore of Lacamas Lake. EEI does not authorize the use of the advice herein nor the reliance upon the report by third parties without prior written authorization by EEI.

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## APPENDICES



### APPENDIX A – SITE LOCATION PLAN



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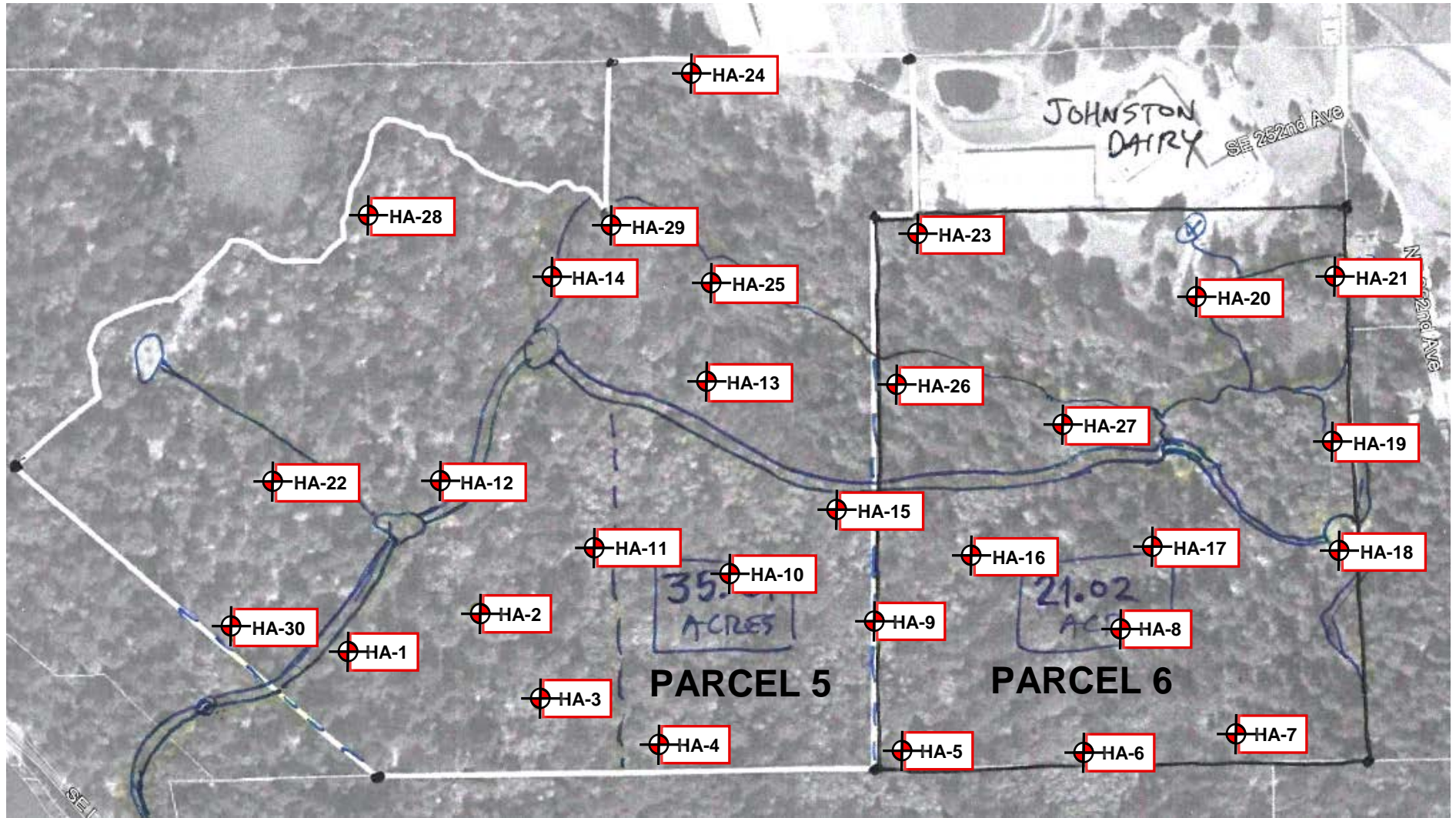
57-Acres of the Mills Family Property  
Parcels 5 and 6  
North Shore of Lacamas Lake  
Camas, Clark County, Washington

Report No.  
19-033-1

May 28, 2019



### APPENDIX B – EXPLORATION LOCATION PLAN



 = Approximate Hand Auger Location

Base map source: Trails map provided by Shane McGuffin with Kimbal Logan Real Estate & Development



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**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**





**Earth  
Engineers,  
Inc.**

# Appendix C: Hand Auger HA-1

Item 3.

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°37'06.81"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				GRAB 2	12				23	
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
									drive probe refusal was 50 blows/1"	
									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 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.



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# Appendix C: Hand Auger HA-2

Item 3.

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  
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# Appendix C: Hand Auger HA-3

Item 3.

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  
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# Appendix C: Hand Auger HA-4

Item 3.

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		ML		4						
2.5				GRAB 5		49			29	
3					50					drive probe refusal was 50 blows/5"
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 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.





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# Appendix C: Hand Auger HA-5

Item 3.

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											
	7											
	9											
	11											
	13											
5			SM	Sand (SM) - brown silty sand with gravel, dry to moist, medium dense to dense	14							
				GRAB 2		17				25		
6		color changes to gray-brown to reddish-brown		26						digging difficulty increases		
		fractured basalt observed		27								
7				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 3.

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  
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# Appendix C: Hand Auger HA-7

Item 3.

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 3.

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						
				5						
				5		53			31	
4				12						drive probe refusal was 50 blows/2"
5				32						hand auger and drive probe refusal due to the presence of dense gravel/cobbles or bedrock
50				50						

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 3.

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						
0.5		ML	Silt (ML) - brown sandy silt with orange mottling, moist, soft to stiff	11						
1		ML		6						
2		ML		2						
2.5		ML		2						
3		ML		3						
3.5		ML		5						
4		ML		4						
4.5		ML	Silt (ML) - dark brown sandy silt with weathered fractured basalt, stiff to hard	9						
5		ML		11						
5.5		ML		20						
6		ML		29						
6.5		ML		35					30	
7				39						hand auger refusal on fractured basalt
7.5				41						
8				49						
8.5				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 3.

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 3.

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						
3				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 3.

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 3.

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 3.

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 3.

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 3.

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 3.

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						
0.5			root encountered, difficult digging	21						
1		ML	Silt (ML) - brown sandy silt with gravel and orange mottling, moist, medium stiff to very stiff	10						
2		ML	decomposed basalt observed	8						
2.5				6						
3		ML	Silt (ML) - gray-brown clayey silt with decomposed basalt and fractured basalt, moist, stiff to very stiff	10						
3.5				17						
4				22					30	
4.5				23						
5				29						hand auger refusal on fractured basalt
5.5				25						
6				19						
6.5				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 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 3.

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 3.

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 3.

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							
4				25							
5				GRAB 3	31					hand auger refusal on dense sand	
5				25					18		
6				22							
6				20							
7				20							
7				18							
8				32							
8				20							
9				22							
9				26							
10				30							
10				31							
11				35							
11				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 3.

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						
7				23						
8				27						
9										
10										
11										
12										
13										
14										
15										drive probe refusal was 50 blows/2"

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 3.

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						

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 3.

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 3.

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 3.

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 3.

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						
0.5		ML	Silt (ML) - brown gravelly silt with sand, moist, very stiff	27						hard digging
1.5				50						drive probe refusal was 50 blows/3"  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-27

Item 3.

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 3.

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 3.

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				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 3.

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 3.

APPARENT CONSISTENCY OF COHESIVE SOILS (PECK, HANSON & THORNBURN 1974, AASHTO 1988)				
Descriptor	SPT N <sub>60</sub> (blows/foot)*	Pocket Penetrometer, Q <sub>p</sub> (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 N<sub>60</sub> is considered a crude approximation for cohesive soils.

APPARENT DENSITY OF COHESIONLESS SOILS (AASHTO 1988)	
Descriptor	SPT N <sub>60</sub> 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)

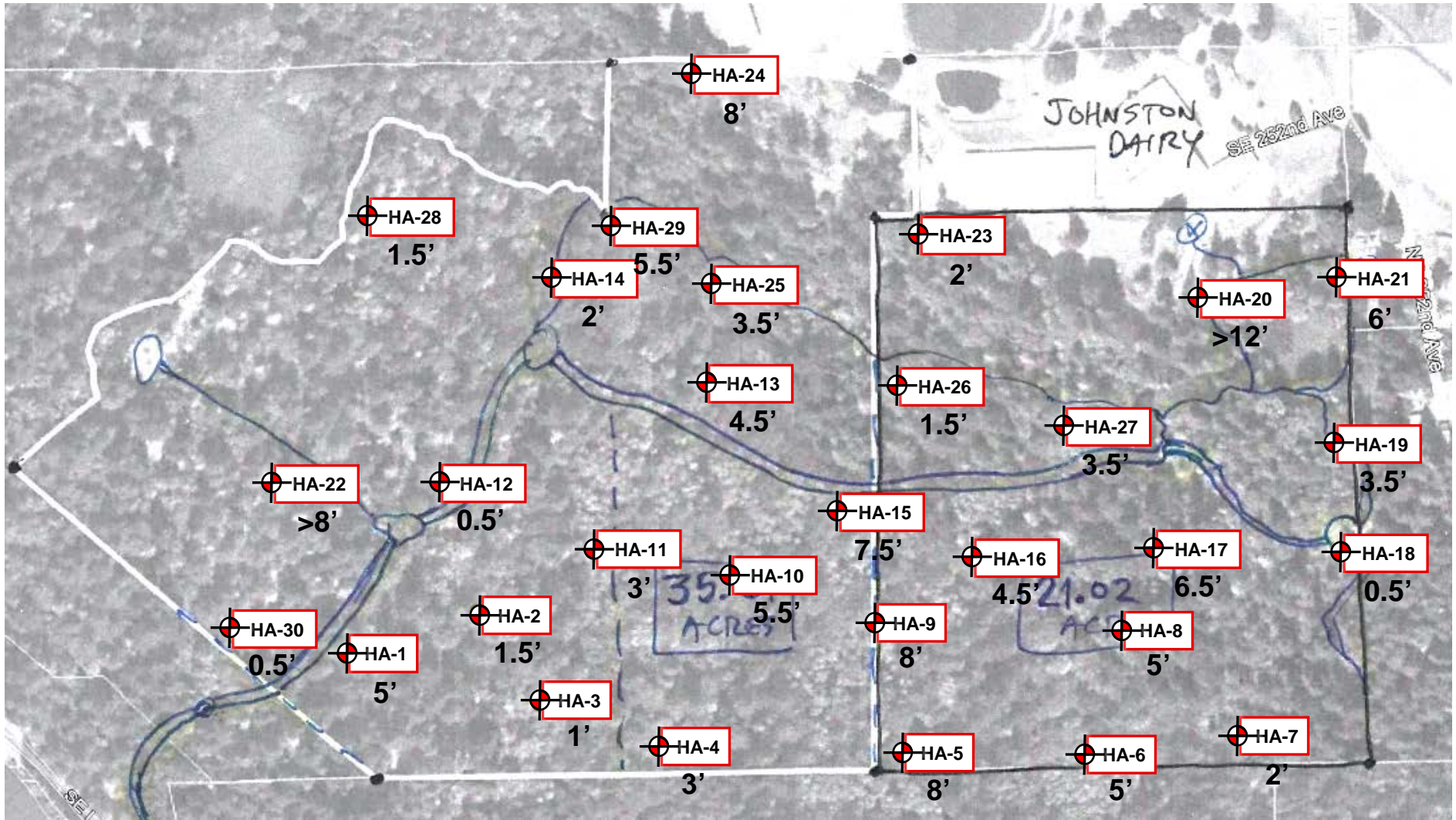
UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D2488)			
Major Division	Group Symbol	Description	
<b>Coarse Grained Soils</b>  (more than 50% retained on #200 sieve)	<b>Gravel</b> (50% or more retained on No. 4 sieve)	Clean Gravel	GW Well-graded gravels and gravel-sand mixtures, little or no fines
		Gravel with fines	GP Poorly graded gravels and gravel-sand mixtures, little or no fines
			GM Silty gravels and gravel-sand-silt mixtures
	<b>Sand</b> (> 50% passing No. 4 sieve)	Clean sand	GC Clayey gravels and gravel-sand-clay mixtures
		Sand with fines	SW Well-graded sands and gravelly sands, little or no fines
			SP Poorly-graded sands and gravelly sands, little or no fines
<b>Fine Grained Soils</b>  (50% or more passing #200 sieve)	<b>Silt and Clay</b> (liquid limit < 50)	SM Silty sands and sand-silt mixtures	
		SC Clayey sands and sand-clay mixtures	
		ML Inorganic silts, rock flour and clayey silts	
	<b>Silt and Clay</b> (liquid limit > 50)	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	
<b>Highly Organic Soils</b>	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 3.

## LINE LOAD (applicable for retaining walls not exceeding 20 feet in height):

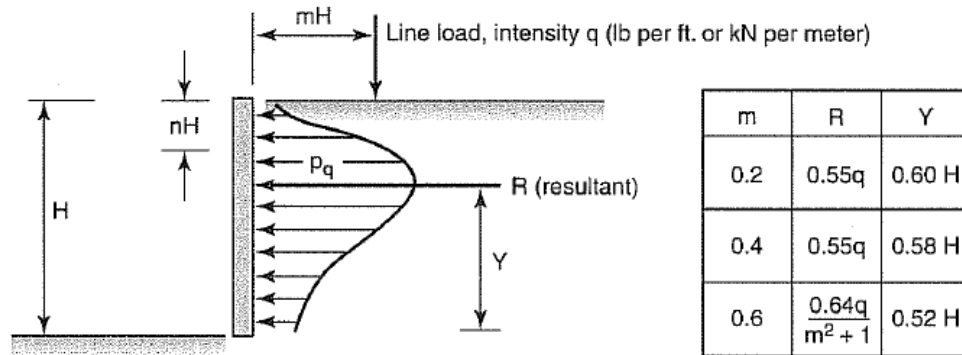


Figure 16-28 Pressure distribution against vertical wall resulting from line load of intensity q.

## CONCENTRATED POINT LOAD (applicable for retaining walls not exceeding 20 feet in height):

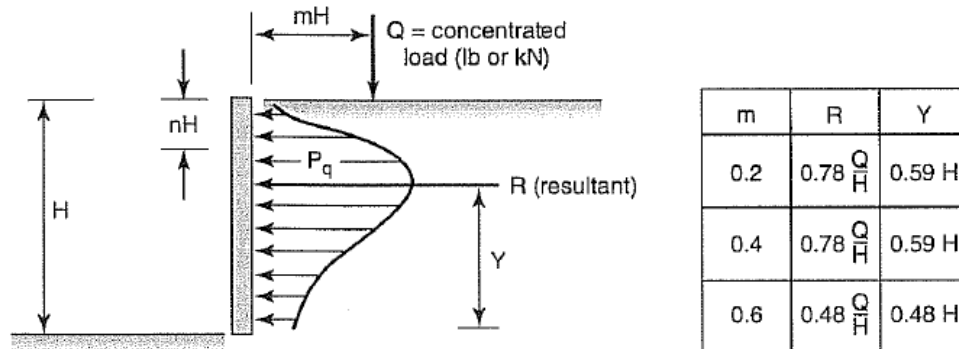


Figure 16-27 Pressure distribution against vertical wall resulting from point load, Q.

## AREAL LOAD:

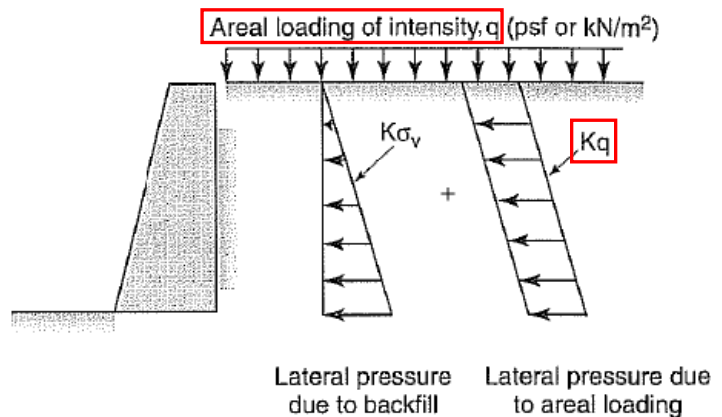
Figure 16-26 Influence of areal loading on wall pressures.

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](mailto: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](http://ainw.com)

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**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](mailto:eva@ainw.com) || [www.ainw.com](http://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](mailto:eva@ainw.com) || [www.ainw.com](http://www.ainw.com)

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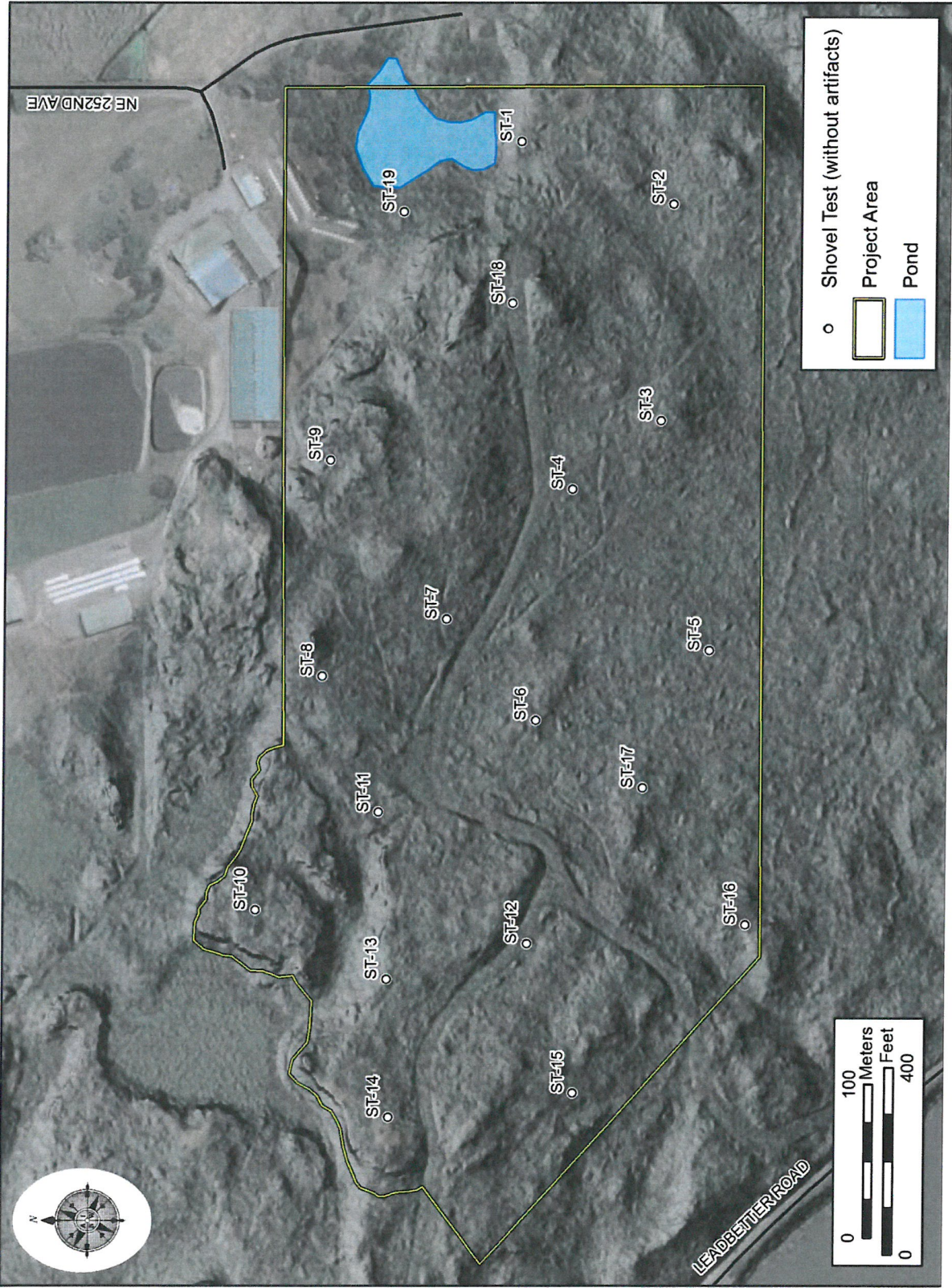


Figure 1. Aerial overview of the surveyed parcels showing the locations of shovel tests. The aerial imagery is enhanced with 2017 LiDAR elevation data courtesy of the Washington Department of Natural Resources.



**TABLE 1**  
**RESULTS OF SHOVEL TESTS**

<b>Shovel Test No.</b>	<b>Depth of Excavation (centimeters below surface)</b>	<b>Results</b>
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



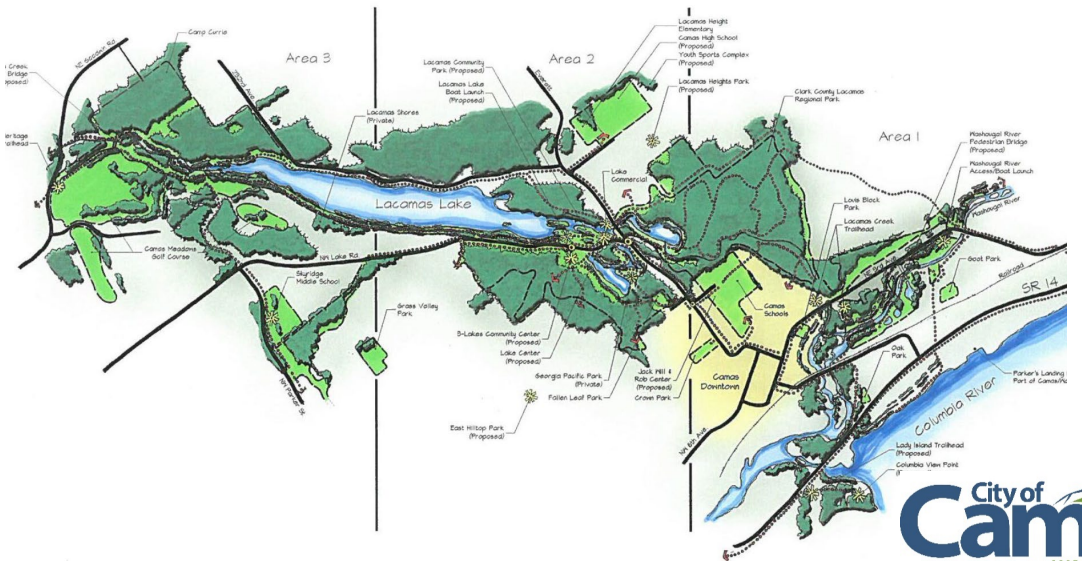
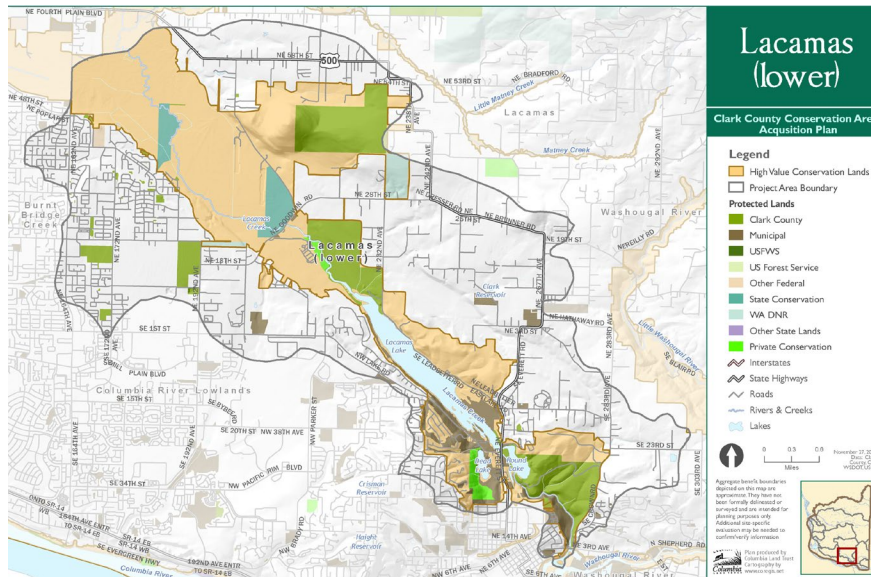




# Planning Documents and Support Materials

- 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



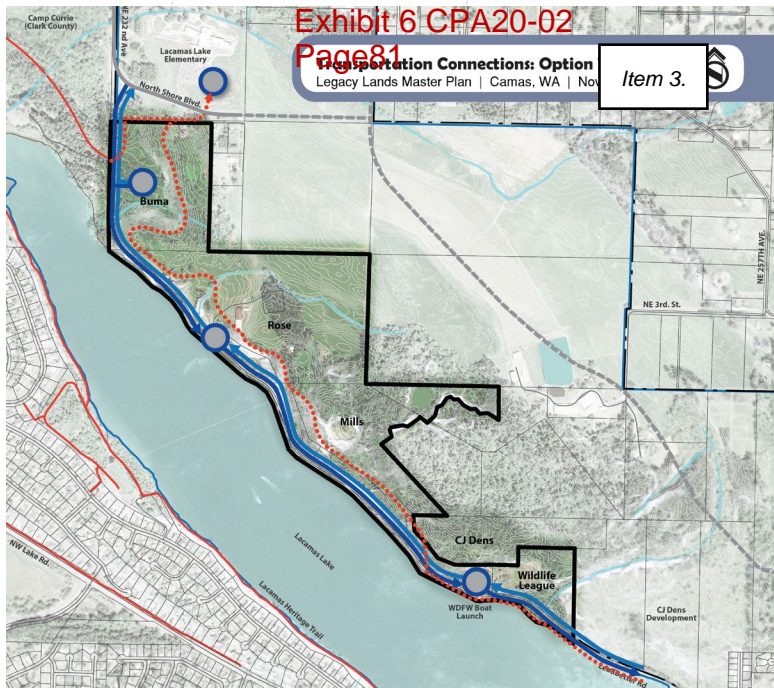
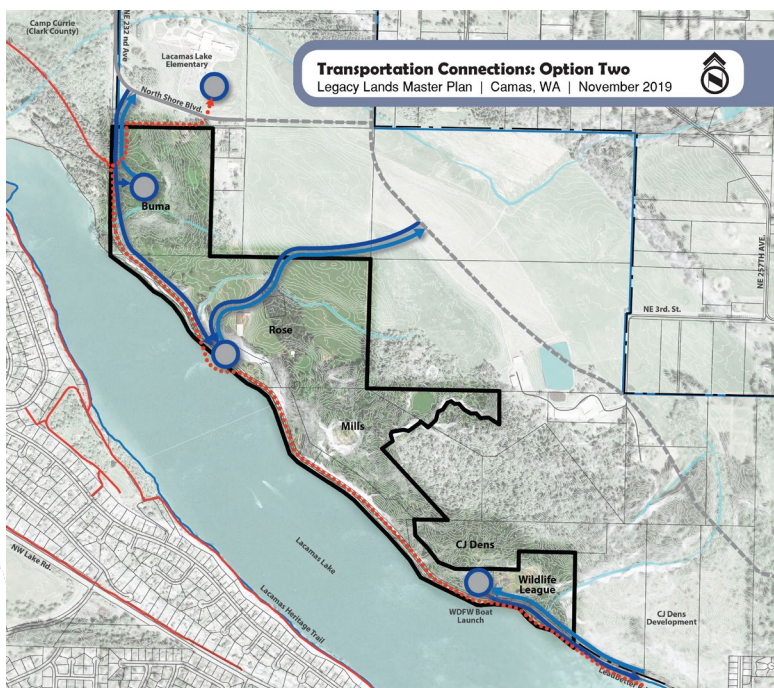
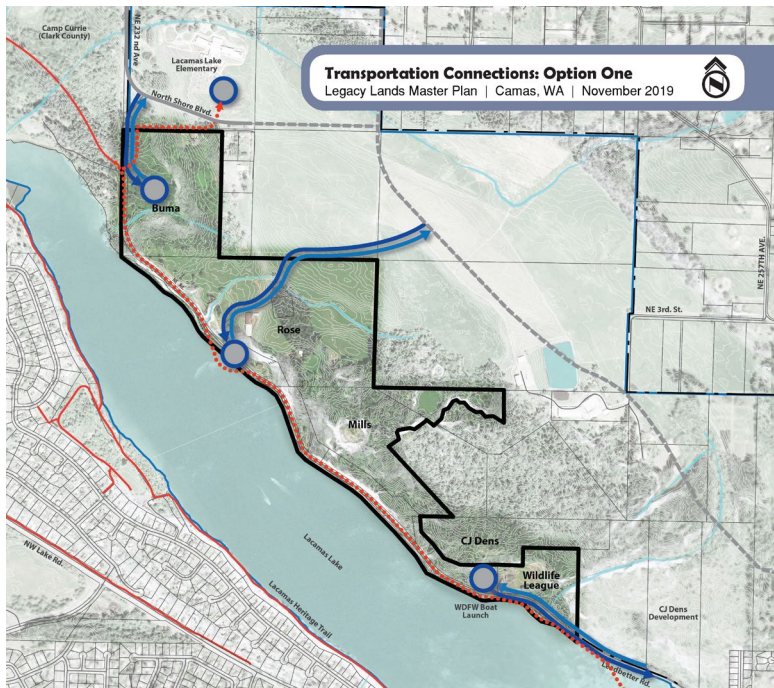
## Legacy Lands Master Plan: Guiding Principles

- 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

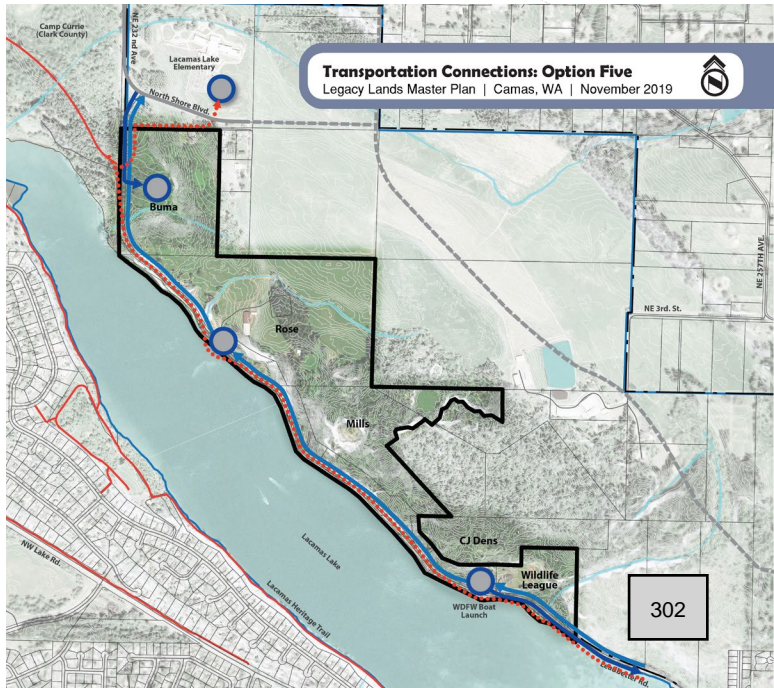
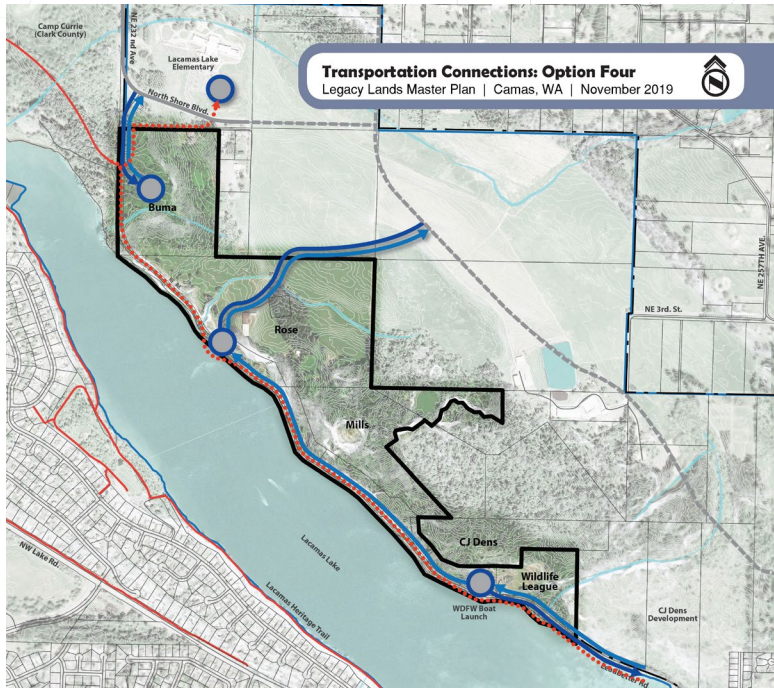






# Transportation Connections

- 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*



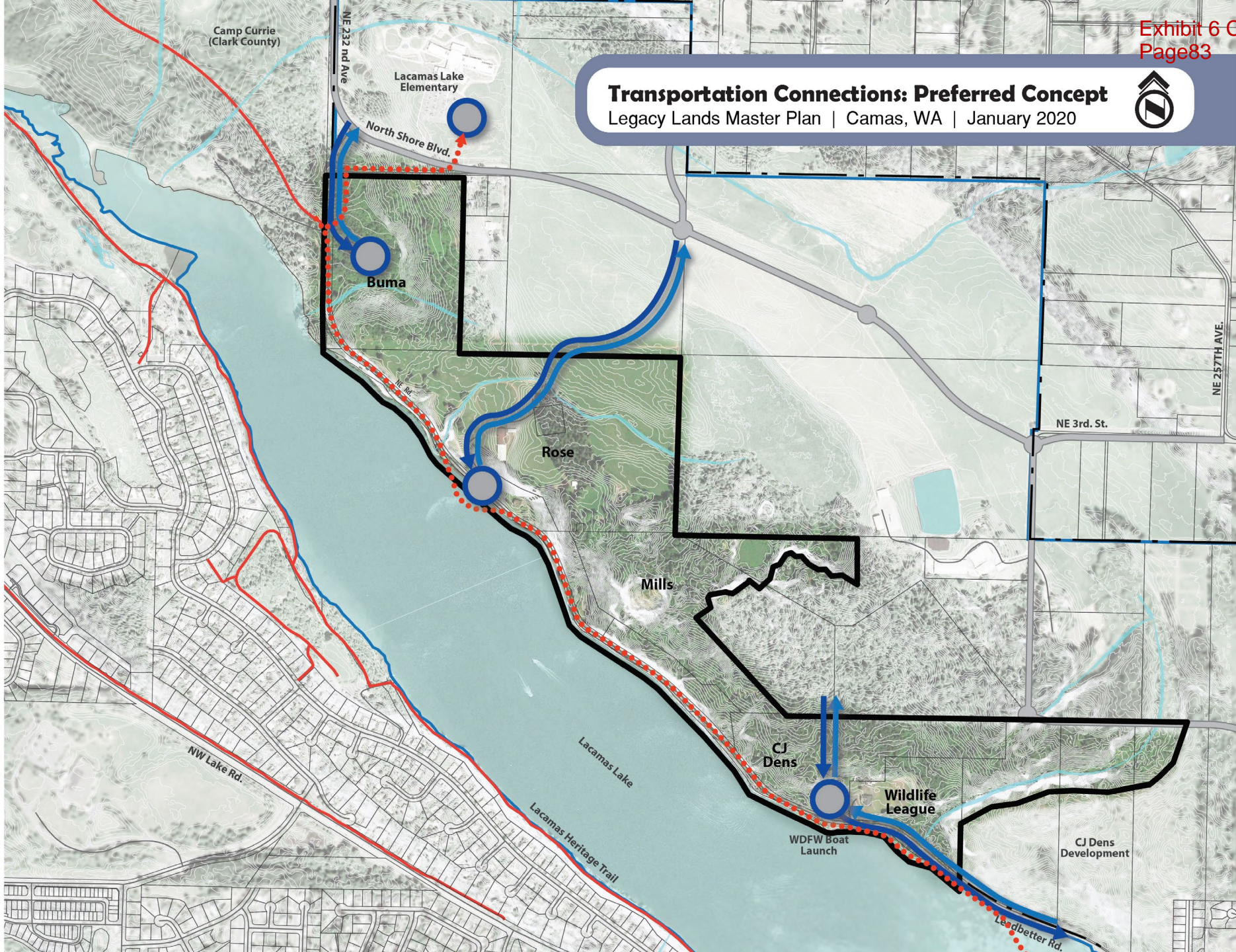


### Transportation Connections: Preferred Concept

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



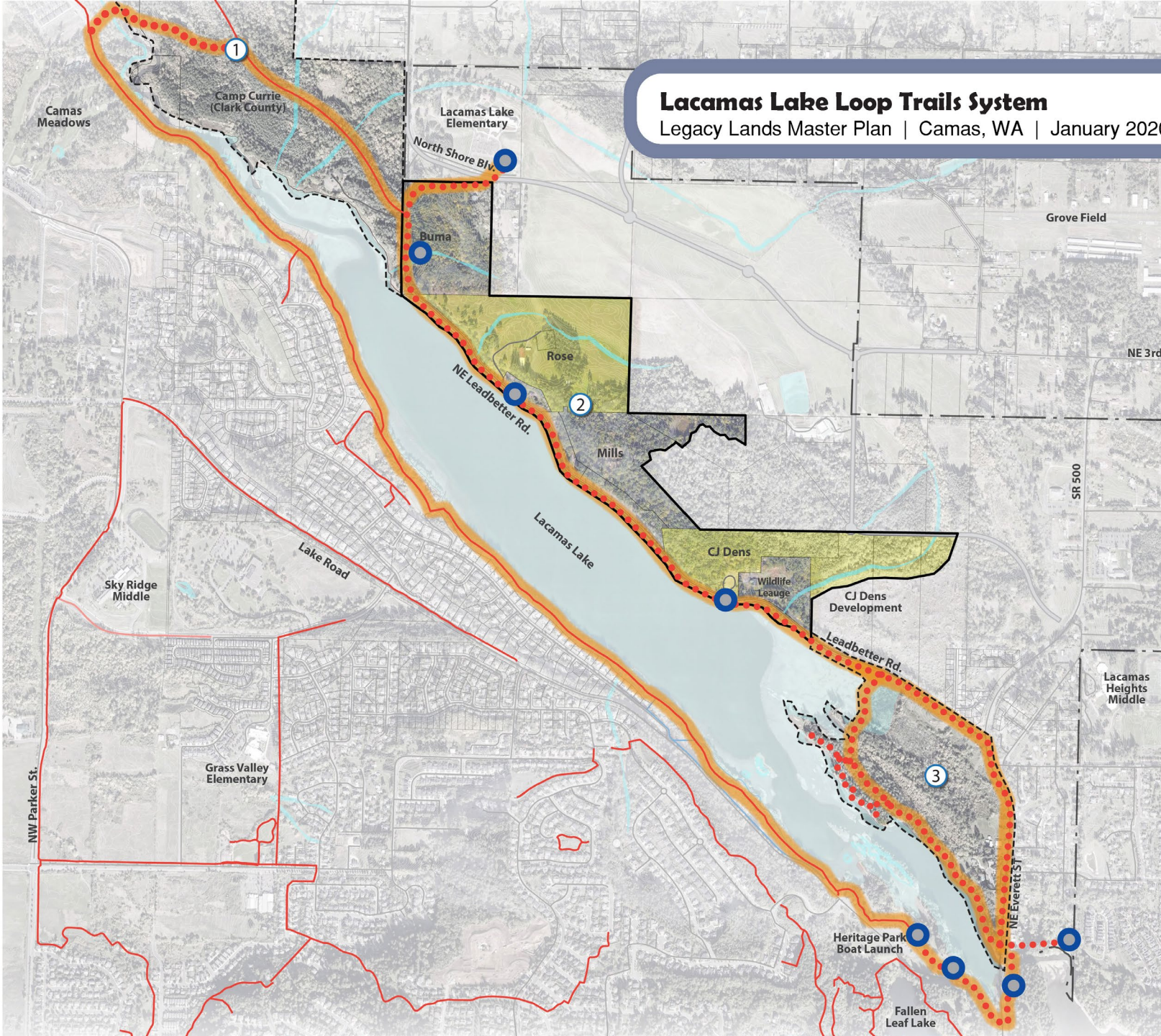




# Trail & Water Connections

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 3.





## 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*

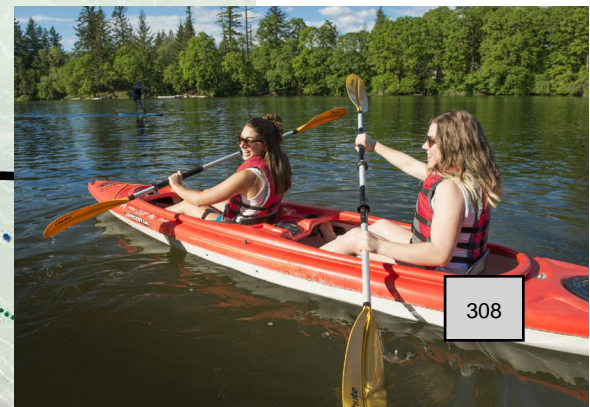
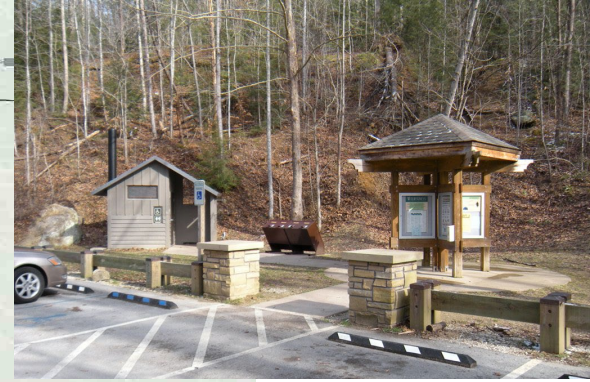
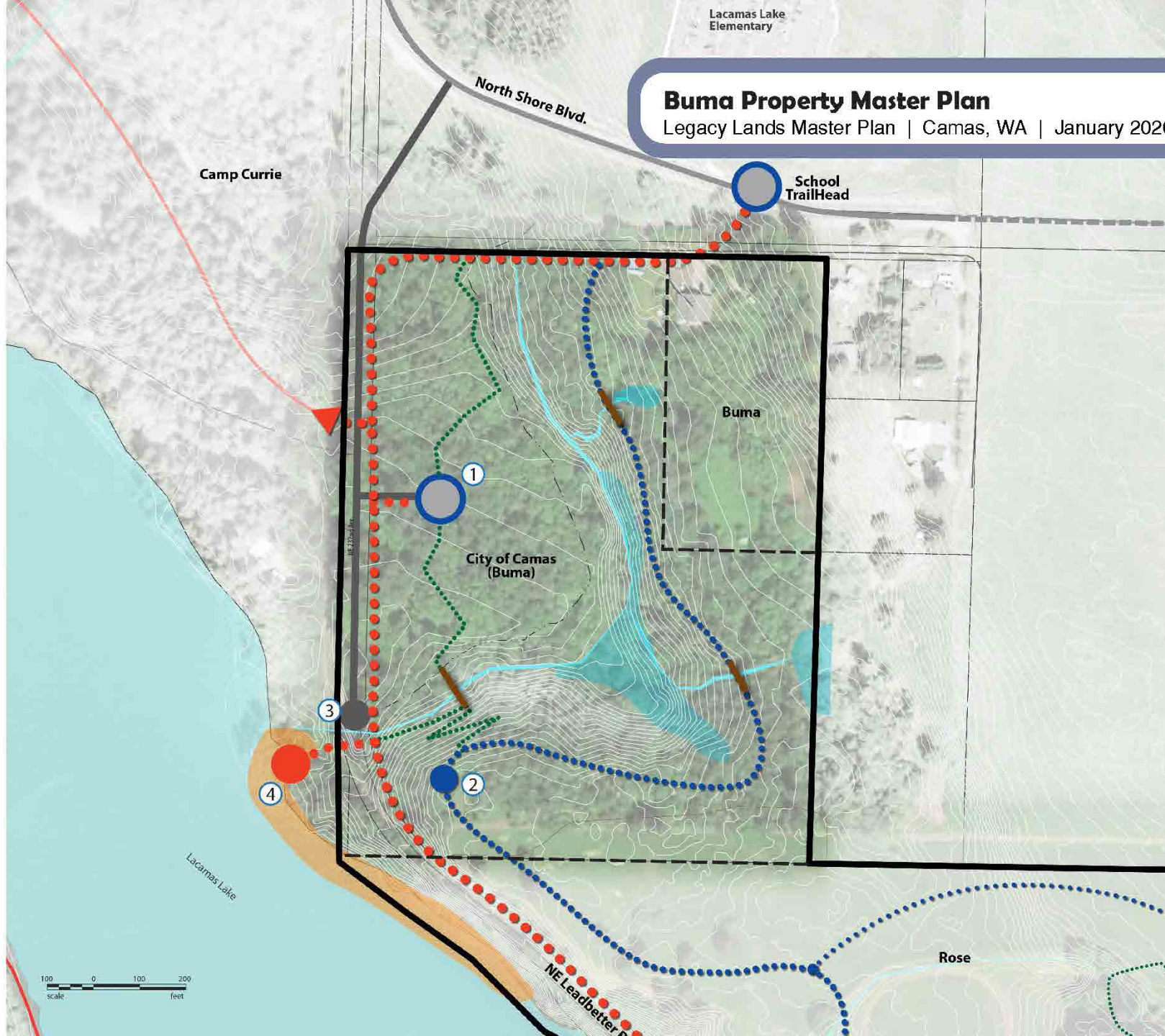
### — Water Connection:

- *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



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- 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

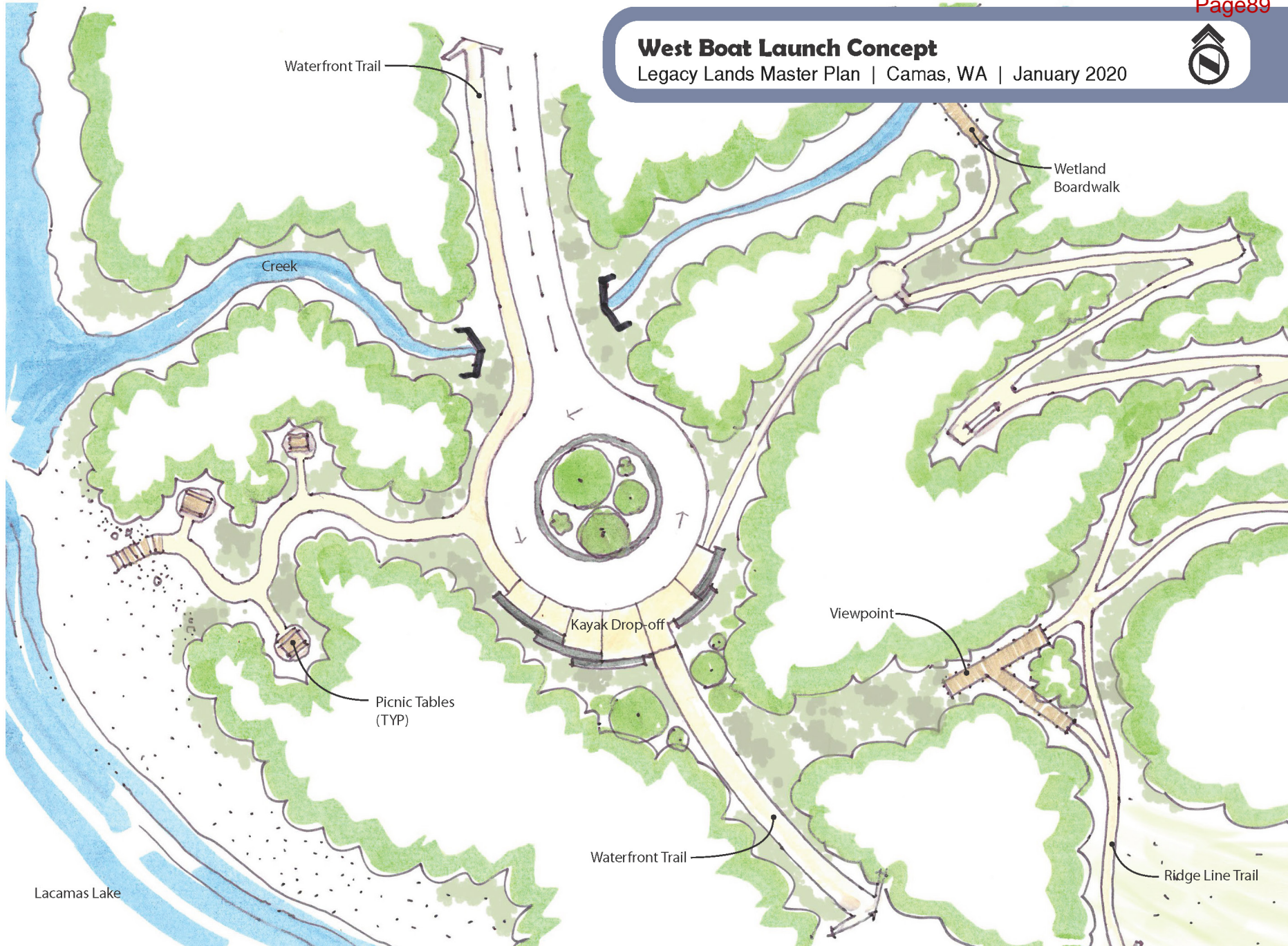






### West Boat Launch Concept

Legacy Lands Master Plan | Camas, WA | January 2020







# Rose Property Master Plan

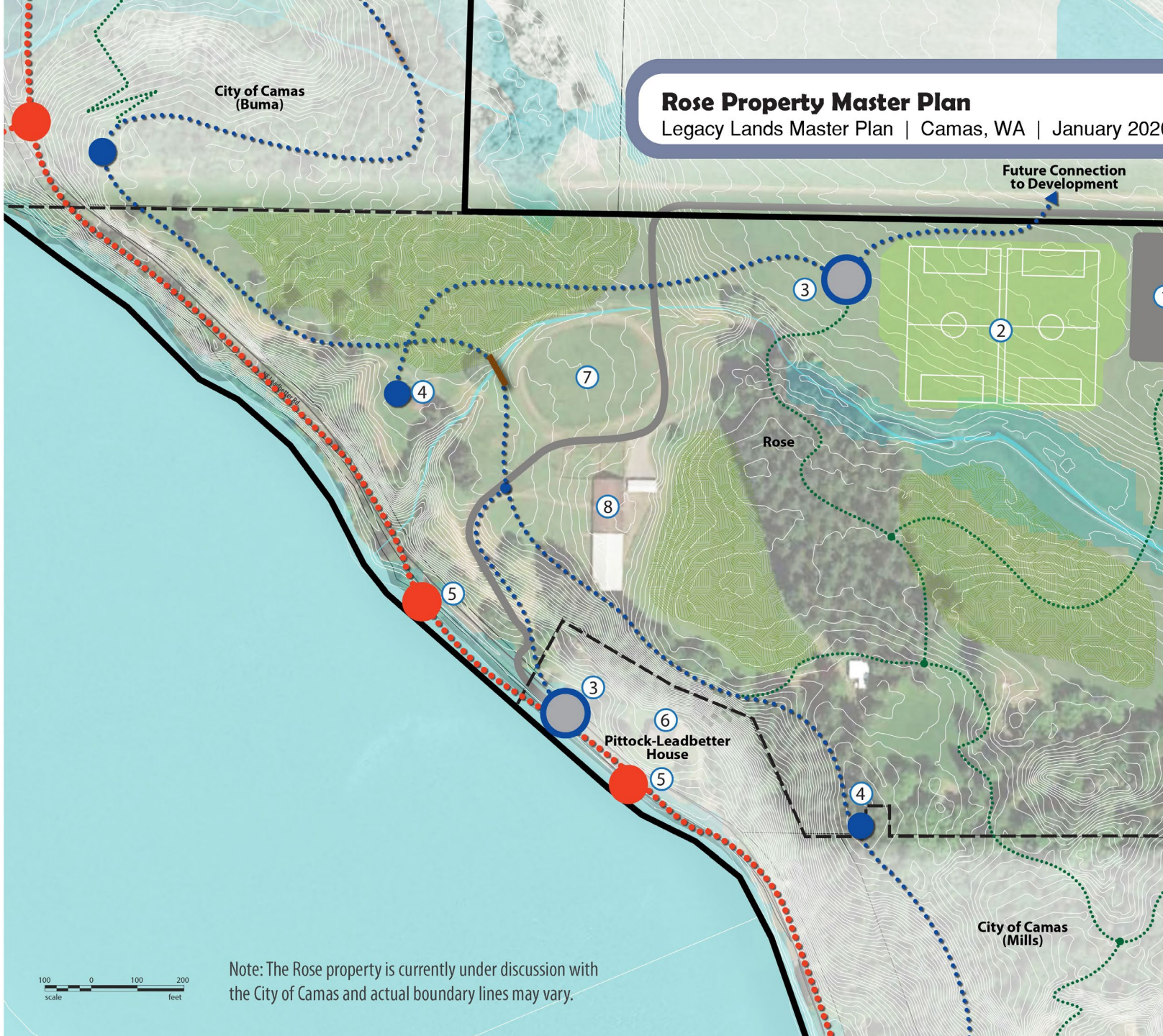
Legacy Lands Master Plan | Camas, WA | January 2020



Future Connection  
to Development

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.

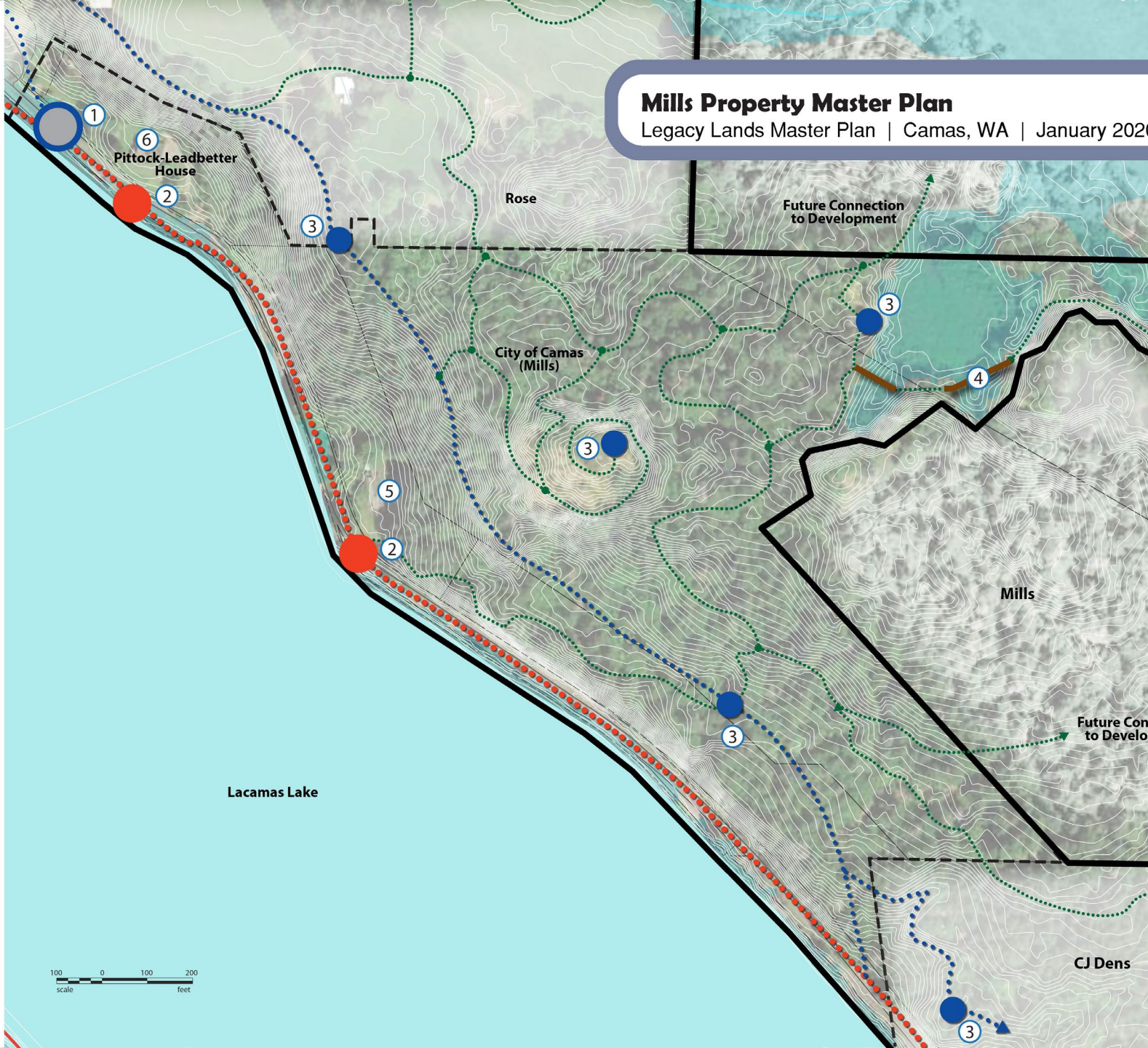






# Mills Property Master Plan

Legacy Lands Master Plan | Camas, WA | January 2020



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- Legacy Lands
- Waterfront Trail
- Ridge Line Trail
- Hiking/Biking Trails
- Boardwalk
- Wetlands
- Trailhead
- Water Access
- Viewpoint
- Wetland Trail
- Re-purpose Building
- Event Space

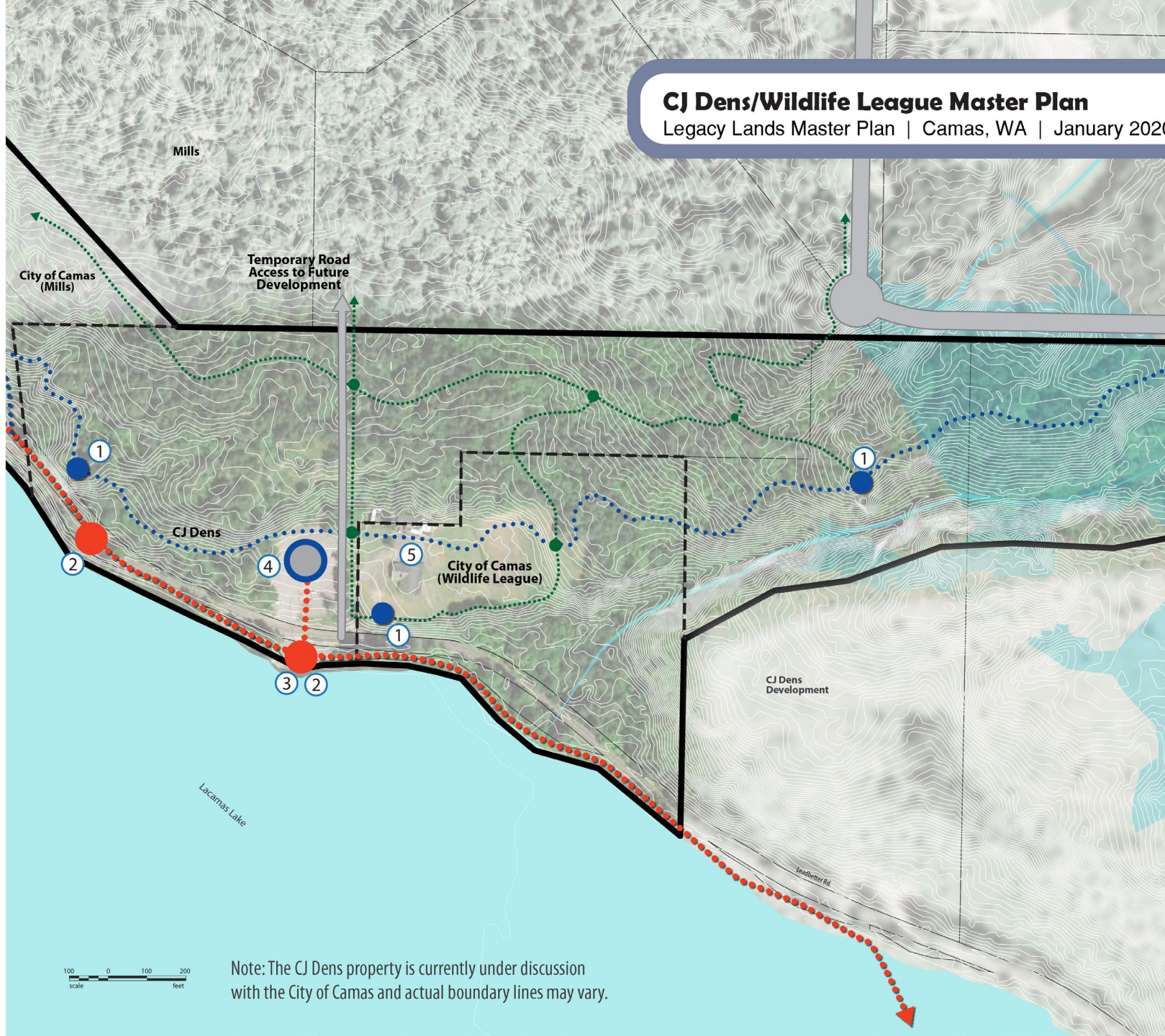






# CJ Dens/Wildlife League Master Plan

Legacy Lands Master Plan | Camas, WA | January 2020

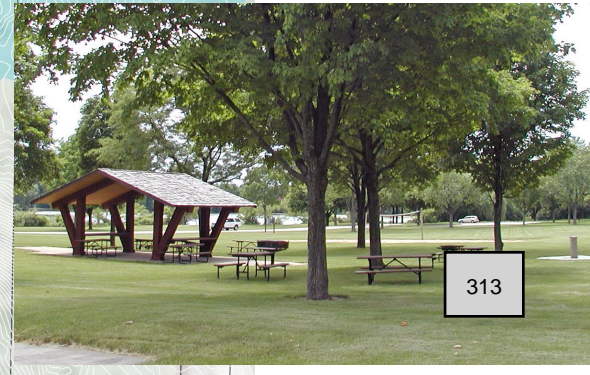


16

- 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.

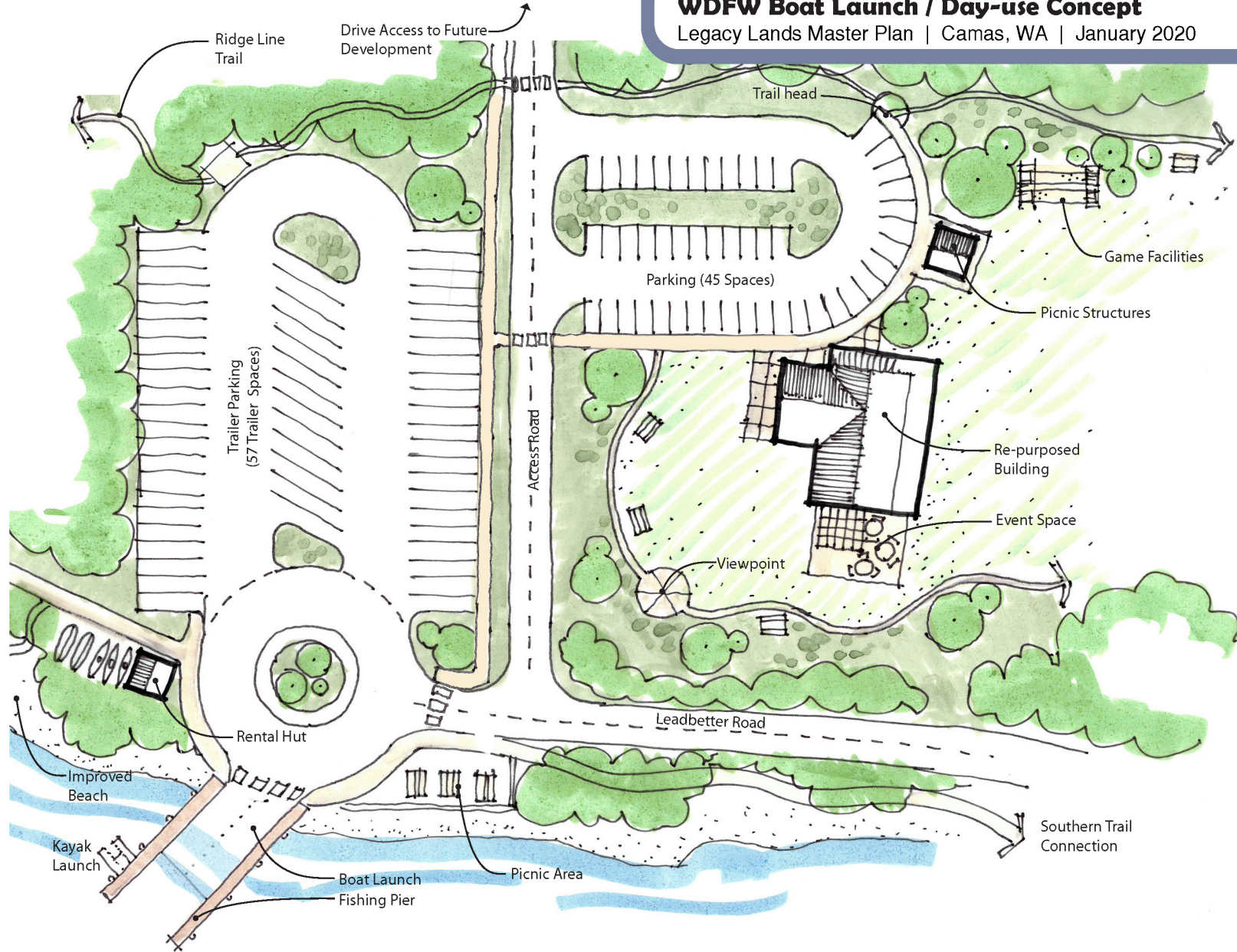






# WDFW Boat Launch / Day-use Concept

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

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**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 <sup>11/30/2018</sup> 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

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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:

**Purchase and Sale Agreement**

**Mills to City of Camas**

- 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:

<sup>DS</sup>  
JM

<sup>DS</sup>  
MM

- 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.

<sup>DS</sup>  
JM  
Seller's Initials

<sup>DS</sup>  
MM  
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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JM  
<sup>DS</sup>  
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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.

A blue ink signature of JM inside a blue rectangular box with "DS" written above it.A blue ink signature of MM inside a blue rectangular box with "DS" written above it.

**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: mpills18@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.

DS JM DS MM




**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*

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**BUYER: THE CITY OF CAMAS WASHINGTON**

By:   
**Pete Capell**  
**City Administrator**

DS  


DS  


*Purchase and Sale Agreement*

*Mills to City of Camas*

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**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**

<sup>DS</sup>  
JM

<sup>DS</sup>  
MM



*Purchase and Sale Agreement*

*Mills to City of Camas*

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**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.

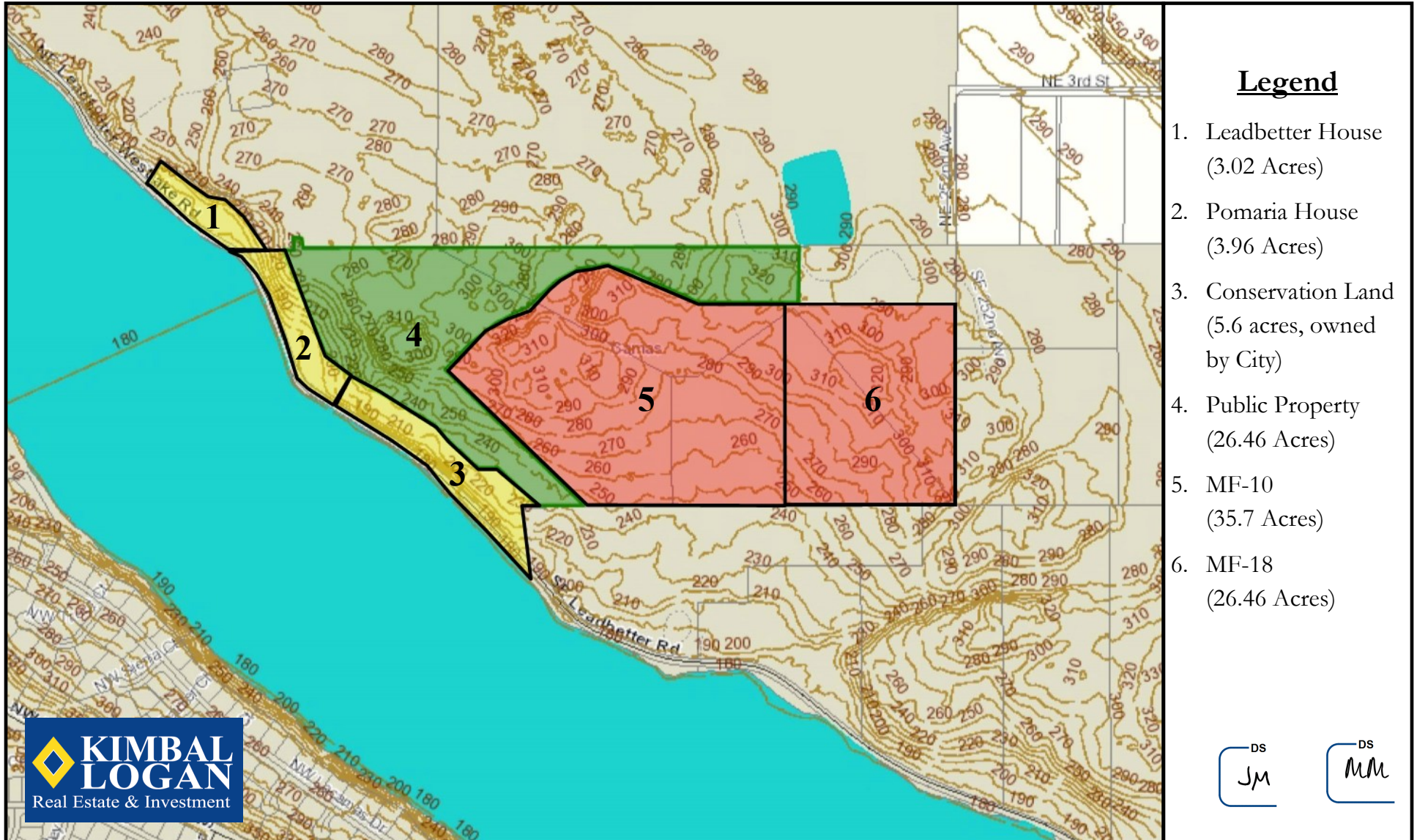
See Exhibit B for a map and further description.

<sup>DS</sup>  
JM

<sup>DS</sup>  
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**

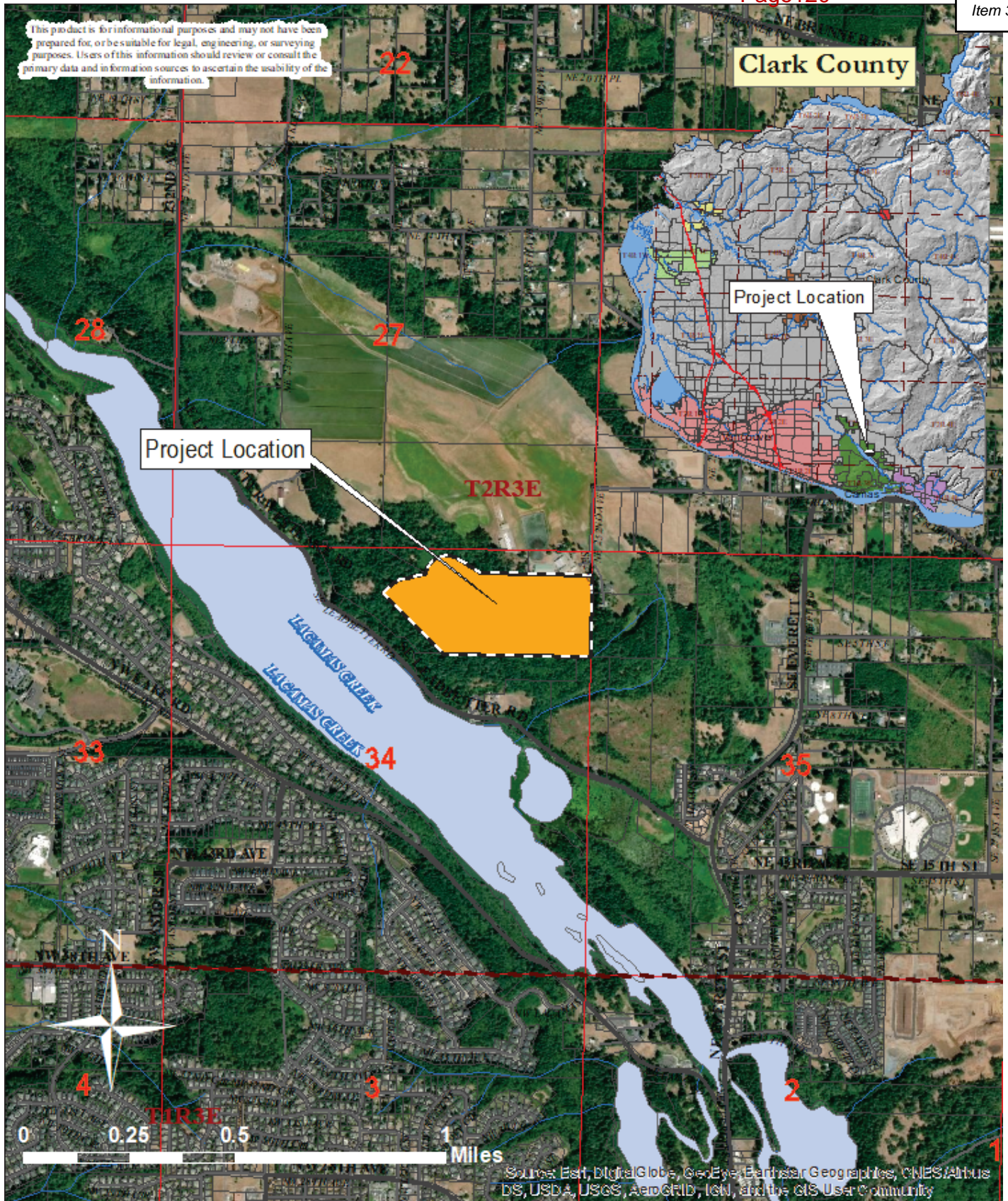
Clark County, c2007-2018. Environmental Atlas. Clark County Department of Assessment and GIS. 34pp. [accessed 2019 March 19].

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**

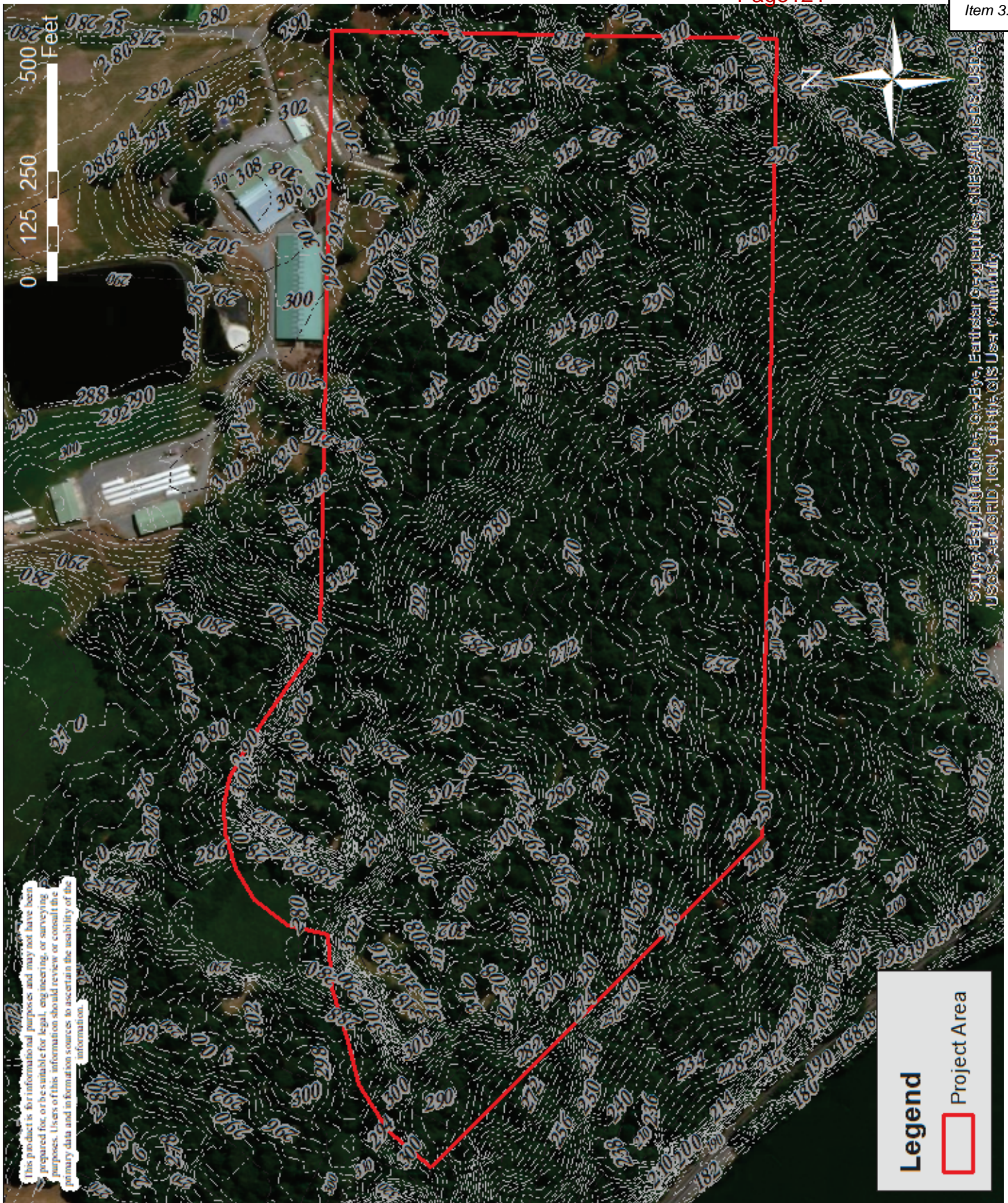


222 E. Evergreen Blvd., Vancouver, WA 98660 ph: 360-693-4555 fax: 360-699-6242

**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





Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

**APPLICANT:**  
Mr. Mark Martel  
Martel Wealth Advisors  
2001 SE Columbia River Drive Ste. 10  
Vancouver, WA 98661

**National Wetland Inventory Map (Clark County GIS)**  
**Mills Property**  
**Camas, Washington**

**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

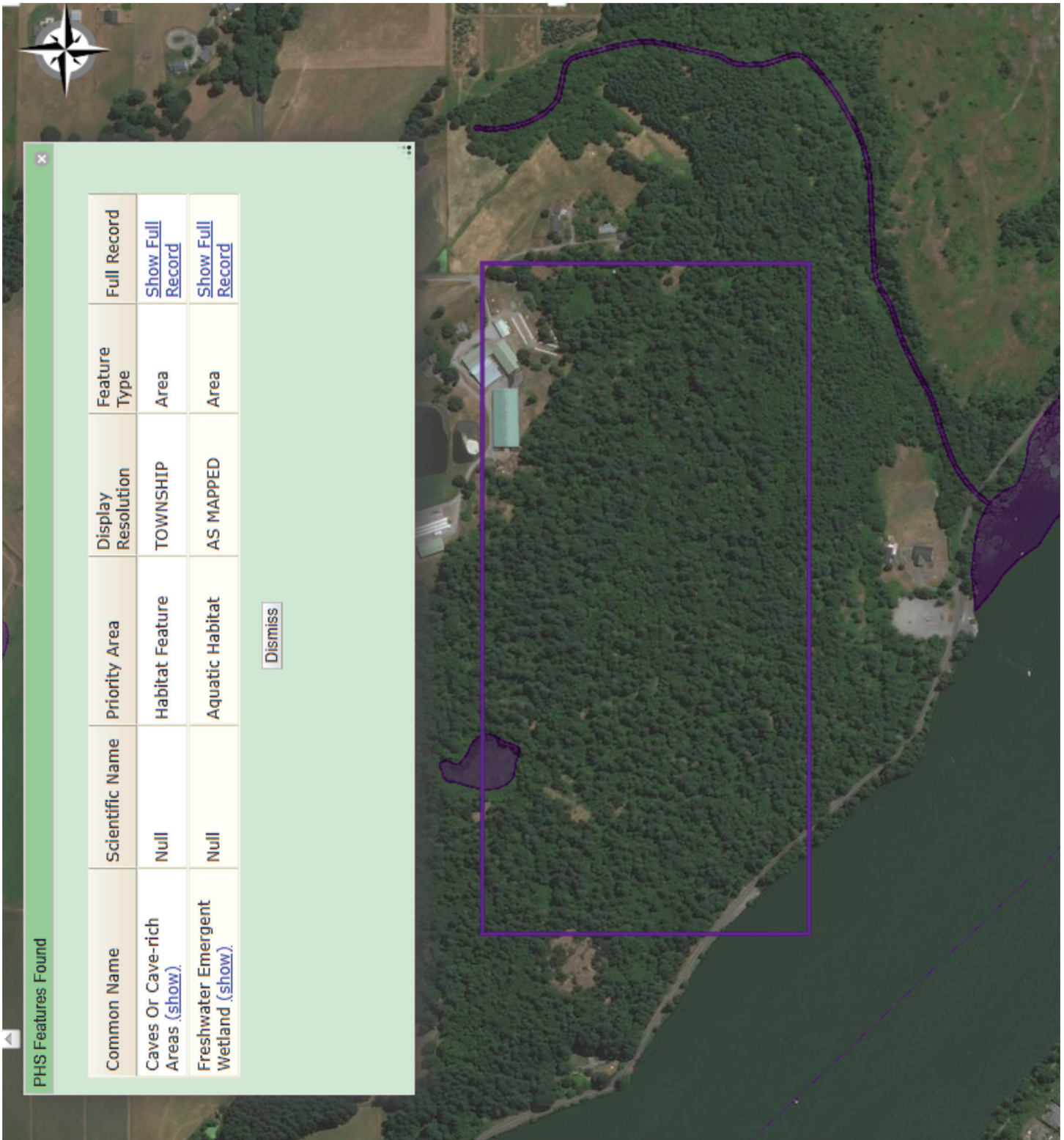
**PURPOSE:**  
Preliminary Critical Areas Assessment



222 E. Evergreen Blvd., Vancouver, WA 98660 ph: 360-693-4555 fax: 360-699-6242

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**

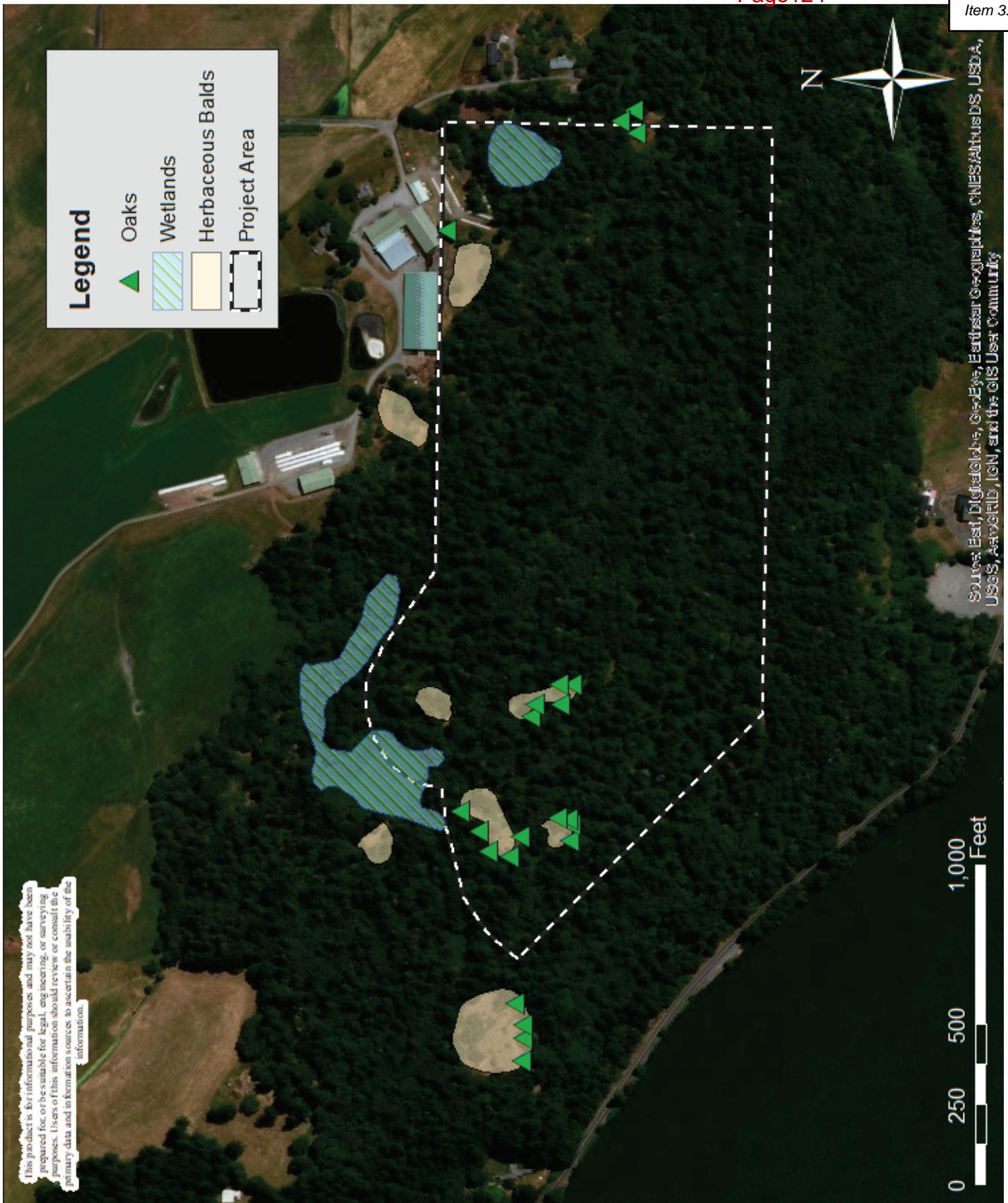


222 E. Evergreen Blvd., Vancouver, WA 98660 ph: 360-693-4555 fax: 360-699-6242

**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**



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**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



Item 3.



Mar 20, 2019 at 12:52:00 PM



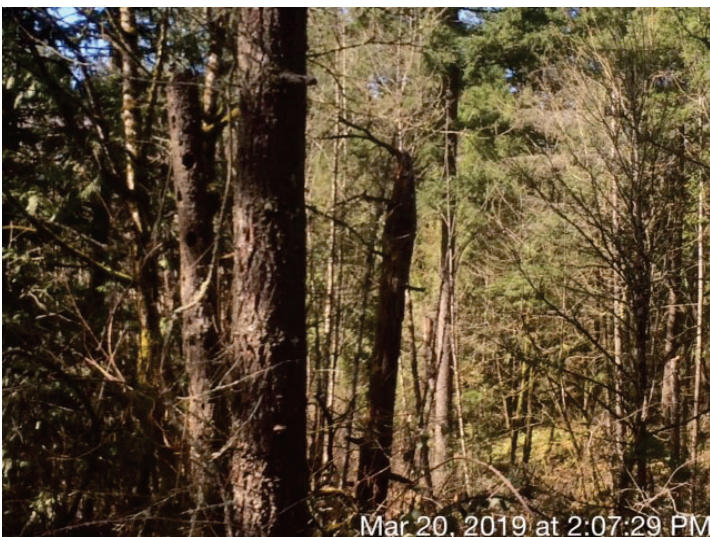
Mar 20, 2019 at 12:52:52 PM



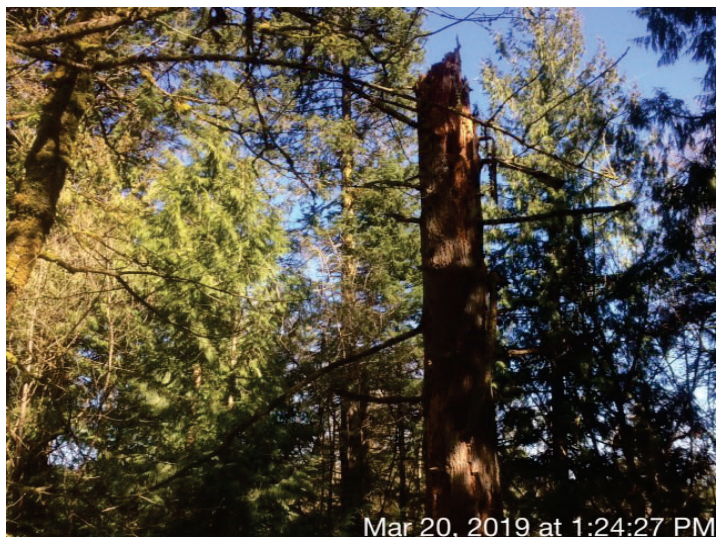
Mar 20, 2019 at 1:01:39 PM



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**



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**PROPOSED ACTIVITIES IN:**  
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**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](mailto: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