



Hearings Examiner Meeting Agenda Wednesday, June 14, 2023, 5:00 PM Council Chambers, 616 NE 4th AVE

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

To Participate Remotely:

OPTION 1 -

1. Go to www.zoom.us and download the app or click "Join A Meeting" and use Meeting ID - 864 8399 7235
2. Or, from any device click <https://us06web.zoom.us/j/86483997235>

OPTION 2 - Join by phone (audio only): Dial 877-853-5257 and enter meeting ID# 864 8399 7235

For Public Comment:

Click the raise hand icon in the app or by phone, hit *9 to "raise your hand", or email to communitydevelopment@cityofcamas.us

These will be entered into the meeting record. Emails received up until one hour before the start of the meeting will be emailed to the Meeting Body prior to the meeting start time.

CALL TO ORDER

INTRODUCTIONS AND INSTRUCTIONS

HEARING ITEM

1. 6th Avenue Major Variance (MAJVAR23-01)

Presenter: Madeline Sutherland, Planner

CLOSE OF MEETING

LAND USE DECISION

STAFF REPORT

6th Avenue Major Variance

File No. MAJVAR23-01

Report Date: June 6, 2023

TO	Hearings Examiner	HEARING DATE	June 14, 2023, at 5:00 p.m.
PROPOSAL	To reduce the side yard setbacks from 10 feet to 5 feet.		
LOCATION	The site is located at 2508 SW 6th Ave in the SE Quarter Section 09, Township 1 North, Range 3 East of the Willamette Meridian, of the Willamette Meridian; and described as tax parcel 83042000.		
APPLICANT/ OWNER	Michael Andreotti 9600 NE 126th Ave Vancouver, WA 98682	OWNER	La Bola, LLC Attn: Jeff Glavin 3495 NE Alocler Dr Hillsboro, OR 97124
APPLICATION SUBMITTED	2/28/2023	APPLICATION COMPLETE	4/5/2023
PUBLIC NOTICES	A Notice of Application and Public Hearing was mailed to property owners within 300 feet of the site and published in the Post Record on 5/11/2023. Legal publication #802370.		

APPLICABLE LAW: The application was submitted on 2/28/2023, and the applicable codes are those codes that were in effect at the date of the application's first submittal. Camas Municipal Code (CMC) Title 16 Environment, Title 17 Land Development, and Title 18 Zoning, specifically (but not limited to): Chapter 17.11 Subdivision, Chapter 18.11 - Parking, Chapter 18.13 - Landscaping, and Chapter 18.55 Administrative Procedures. [Note: Citations from Camas Municipal Code (CMC) are indicated in *italic type*.]

SUMMARY

An application has been made to the City of Camas for Major Variance approval to reduce the side yard setbacks from 10 feet to 5 feet. The subject site is zoned Single-Family Residential (R-15). The proposal only includes a major variance request at this time. There is no construction proposed.

The subject site is bordered to the north by single-family residences zoned Single-Family Residential R-7.5. To the east and west are single-family residences zoned Single-Family Residential R-10. To the south is BNSF Railroad zoned Heavy Industrial. The single-family residence on site was recently demolished, leaving a vacant site consisting of a few trees and little vegetation. There are geological hazardous areas on site that will require Critical Area Review prior to building on site.

The proposed Major Variance does or can comply with the applicable standards of the Camas Municipal Code (CMC) and Revised Code of Washington (RCW).

FINDINGS

Chapter 18.45 Variance

A. CMC 18.45.040.B - Approval of a major variance must demonstrate with findings of compliance with all 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;

DISCUSSION: Per CMC 18.09.040 Table 2 the minimum side yard setback is 10 feet for lots between 12,000 and 14,999 square feet. The applicant is proposing to reduce the side yard setback to 5 feet.

There are several properties within the vicinity that have reduced side yard setbacks. [Exhibit 10] identifies the property directly east, and three parcels to the west that have a side yard setback that varies from 10 feet to only a few feet.

The applicant has not submitted an application for a single-family home at this time. However, it is their intention to submit for permits if the variance is approved. If approved, a critical area and additional permits will be required for a single-family home and is recommended to be conditioned as such.

FINDING: Staff finds the major variance request to reduce the side yard setback does not grant special privilege as there are several properties within the vicinity that encroach on the side yard setback.

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;

FINDING: Per CMC 18.09.040 Table 1, the R-15 zoning dimensional standards require lots to be a minimum of 100 feet wide. The R-6 and R-7.5 zoning dimensional standards require lots to be a minimum of 60 and 70 feet wide. Per CMC 18.09.040 Table 2, setbacks are based on lot size. Therefore, lots that fall within the R-15 dimensional standards require a 10-foot wide side yard setback and lots within the R-6 and R-7.5 dimensional standards require a 5-foot side yard setback.

The subject site is 13,393 square feet and only 65 feet wide. The lot width fits within the R-6 and R-7.5 lot width standards, however, because the lot is 13,393 square feet, a 10-foot wide side yard setback is required. Based on the lot width, a side yard setback of 5 feet fits the lot width of 65 feet.

FINDING: Staff finds that a 5-foot side yard setback is necessary due to special circumstances related to the narrow lot width.

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.

FINDING: As discussed above, staff finds the variance would not grant special privileges as there are lots within the vicinity with similar setbacks as requested and the lot has a narrow lot width for the R-15 zoning.

PUBLIC COMMENTS

As of the writing of this staff report, staff has not received any public comments.

CONCLUSION

Based on the above findings and discussion provided in this staff report, staff concludes that 6th Avenue Major Variance (MAJVAR23-01) should be approved because it does comply with the applicable standards if all the conditions of approval are met.

RECOMMENDATION

Staff recommends APPROVAL of the preliminary plat of 6th Avenue Major Variance (MAJVAR23-01) subject to the following conditions of approval:

CONDITIONS OF APPROVAL

1. The applicant shall receive Critical Area Permit approval prior to issuing building permits.
2. Coordinate with the Community Development Engineering Department for engineering requirements.



Community Development Department | Planning Division

616 NE Fourth Ave, Camas, WA 98607
360-817-1568 | permits@cityofcamas.us

General Application Form 2508 SW 6th Ave

Case Number: MAJVAR23-01

Applicant Information

Applicant/Contact: La Bolla, LLC (Jeff Glavin) / AKS Engineering (Michael Andreotti) Phone: (360) 907-8225 / (360) 882-0419

Address: Last First
3495 NE Alocer Drive / 9600 NE 126th Avenue Suite #2520

Street Address Apartment/Unit #
Hillsboro / Vancouver OR / WA 97124 / 98682

City State ZIP Code

Email Address: jglavin@bhhsnw.com / andreottim@aks-eng.com

Property Information

Property Address: 2508 SW 6th Camas 83042-000

Street Address County Assessor # / Parcel #
Camas WA 98607

City State ZIP Code

Zoning District R-15 (Residential-15,000) Site Size 0.31 acres (13,339 square feet)

Description of Project

The applicant is requesting a Major Variance to reduce the required side yard setback from 10 feet to 5 feet.

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

Applicant/Owner's Name: La Bolla, LLC (Jeff Glavin) Phone: (360) 907-8225

Last First
3495 NE Alocer Drive

Street Address Apartment/Unit #
Hillsboro OR 97124

City State Zip Code

Email Address: jglavin@bhhsnw.com

Signature

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

Signature:

DocuSigned by:

A648DF35F0AB4C5

Date: 2/26/2023

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: 2/28/23

Pre-Application Date:

\$1,417.00 2/28/23
Receipt # 739114 AB

Staff: Related Cases # PA22-45

☐ Electronic Copy Submitted

Validation of Fees

Revised: 01/09/2023

Application Checklist and Fees [updated on January 1, 2023]

◇ Annexion	\$944 - 10% petition; \$4,013 - 60% petition	001-00-345-890-00	\$
◇ Appeal Fee		001-00-345-810-00	\$436.00 \$
◇ Archaeological Review		001-00-345-810-00	\$150.00 \$
◇ Binding Site Plan	\$2,055 + \$24 per unit	001-00-345-810-00	\$
◇ Boundary Line Adjustment		001-00-345-810-00	\$113.00 \$
◇ Comprehensive Plan Amendment		001-00-345-810-00	\$6,373.00 \$
◇ Conditional Use Permit			
Residential	\$3,738 + \$105 per unit	001-00-345-810-00	\$
Non-Residential		001-00-345-810-00	\$4,734.00 \$
◇ Continuance of Public Hearing		001-00-345-810-00	\$573.00 \$
◇ Critical or Sensitive Areas (fee per type)		001-00-345-810-00	\$848.00 \$
(wetlands, steep slopes or potentially unstable soils, streams and watercourses, vegetation removal, wildlife habitat)			
◇ Design Review			
Minor		001-00-345-810-00	\$474.00 \$
Committee		001-00-345-810-00	\$2,598.00 \$
◇ Development Agreement	\$959 first hearing; \$590 ea. add'l hearing/continuance	001-00-345-810-00	\$
◇ Director's Interpretation			\$350.00 \$
◇ Engineering Department Review - <i>Fees Collected at Time of Engineering Plan Approval</i>			
Construction Plan Review & Inspection	(3% of approved estimated construction costs)		
Modification to Approved Construction Plan Review	(Fee shown for information only)		\$459.00
Single Family Residence (SFR) - Stormwater Plan Review	(Fee shown for information only)		\$228.00
Gates/Barrier on Private Street Plan Review	(Fee shown for information only)		\$1,139.00
◇ Fire Department Review			
Short Plat or other Development Construction Plan Review & Insp.		115-09-345-830-10	\$308.00 \$
Subdivision or PRD Construction Plan Review & Inspection		115-09-345-830-10	\$384.00 \$
Commercial Construction Plan Review & Inspection		115-09-345-830-10	\$460.00 \$
◇ Franchise Agreement Administrative Fee			\$5,696.00 \$
◇ Home Occupation			
Minor - Notification (No fee)			\$0.00
Major		001-00-321-900-00	\$75.00 \$
◇ LI/BP Development	\$4,734 + \$41.00 per 1000 sf of GFA	001-00-345-810-00	\$
◇ Minor Modifications to approved development		001-00-345-810-00	\$378.00 \$
◇ Planned Residential Development	\$38 per unit + subdivision fees	001-00-345-810-00	\$
◇ Plat, Preliminary			
Short Plat	4 lots or less: \$2,118 per lot	001-00-345-810-00	\$
Short Plat	5 lots or more: \$7,848 + \$250 per lot	001-00-345-810-00	\$
Subdivision	\$7,848 + \$250 per lot	001-00-345-810-00	\$
◇ Plat, Final:			
Short Plat		001-00-345-810-00	\$219.00 \$
Subdivision		001-00-345-810-00	\$2,598.00 \$
◇ Plat Modification/Alteration		001-00-345-810-00	\$1,308.00 \$
◇ Pre-Application (Type III or IV Permits)			
No fee for Type I or II			
General		001-00-345-810-00	\$387.00 \$
Subdivision (Type III or IV)		001-00-345-810-00	\$996.00 \$
◇ SEPA		001-00-345-890-00	\$886.00 \$
◇ Shoreline Permit		001-00-345-890-00	\$1,308.00 \$
◇ Sign Permit			
General Sign Permit	(Exempt if building permit is required)	001.00.322.400.00	\$45.00 \$
Master Sign Permit		001.00.322.400.00	\$138.00 \$
◇ Site Plan Review			
Residential	\$1,259 + \$34 per unit	001-00-345-810-00	\$
Non-Residential	\$3,146 + \$68 per 1000 sf of GFA	001-00-345-810-00	\$
Mixed Residential/Non Residential	(see below)	001-00-345-810-00	\$
	\$4,435 + \$34 per res unit + \$68 per 1000 sf of GFA		
◇ Temporary Use Permit		001-00-321-990-00	\$88.00 \$
◇ Variance (Minor)		001-00-345-810-00	\$760.00 \$
◇ Variance (Major)		001-00-345-810-00	\$1,417.00 \$1,417.00
◇ Zone Change (single tract)		001-00-345-810-00	\$3,659.00 \$

Fees reviewed & approved by Planner:

MS

2/27/23

Initial

Date

Total Fees Due:

\$ 1,417.00

CITY OF CAMAS-LIC/PERM
616 NE 4TH AVE
CAMAS, WA 98607

02/28/2023

CREDIT CARD

10:20:57

VISA SALE

Card #

SEQ #:

Batch #:

INVOICE

Approval Code:

Entry Method:

Mode:

XXXXXXXXXXXX964

2

411

2

017371

Manual

Online

SALE AMOUNT

\$1417.00

CUSTOMER COPY

City of Camas
616 NE 4th Avenue
Camas, WA 98607
360-834-2462

Finance Office Hours:
Monday-Friday 9:00 - 5:00 p.m.

Date/Time 02/28/2023 10:52 AM
Receipt No. 00739114
Receipt Date 02/28/2023
CR plan 1,417.00

variance
variance 1,417.00

Cash: 0.00
Other: 0.00
1,417.00
Check: 0.00

Total: 1,417.00
Change: 0.00

Check No: 2508 SW 6th Majvar 23-01

Glavin
Customer #: 000000

Cashier: abaldwin
Station: IS02593



PROPOSED DEVELOPMENT

6th Avenue Variance

0.32 acres

FOR MORE INFORMATION: Madeline Sutherland, City of Camas
(360) 817-7237

PUBLIC HEARING REQUIRED: 06/14/2023 at 5pm

PERMITS: Type III Variance

APPLICANT: La Bola, LLC
CONTACT NO: (360) 907-8225



FORT JAMES CAMAS LLC
PO BOX 105681
ATLANTA , GA 30348

FORT JAMES CAMAS LLC
PO BOX 105681
ATLANTA , GA 30348

BURLINGTON NORTHERN INC
2301 LOU MENK DR
FORT WORTH, TX 76131

REITER MICHAEL & REITER MOLLY
2702 SW 6TH AVE
CAMAS, WA 98607

THOMPSON DENNIS G
2546 SW 6TH AVE
CAMAS, WA 98607

CAMAS VIEW CONDOS LLC
7625 NW SKYLINE BLVD
PORTLAND, OR 97229

BURK DOLORES
PO BOX 87601
VANCOUVER, WA 98687

BUCKLEY MICHELE & BUCKLEY RUTH
7226 NE 155TH ST
KENMORE, WA 98028

CHEN CHENYAO & HUANG
CHENG-FANG
15091 NW FRANCESCA DR
PORTLAND, OR 97229

THORNTON LORI & SKELTON
WILLIAM
2434 SW 6TH AVE
CAMAS, WA 98607

FERRER DEBORAH LYNN
2520 SW 6TH AVE
CAMAS, WA 98607

SANDOVAL RAYMON B & SANDOVAL
ROSA E
2346 SW 6th Avenue
CAMAS, WA 98607

LA BOLA LLC
2508 SW 6TH AVE
CAMAS, WA 98607

GALBRAITH WALTER & GALBRAITH
CYNTHIA
2527 SW 6TH AVE
CAMAS, WA 98607

HAMILTON JOHN
1403 K ST
WASHOUGAL, WA 98671

WILKINS JERRY & WILKINS KIMBERLY
2316 SW 6TH AVE
CAMAS, WA 98607

PIERCE GARY W
2607 SW 6TH AVE
CAMAS, WA 98607

CHASE CORY & WOHLGEMUTH
DEANNA
2422 SW 6TH AVE
CAMAS, WA 98607

PIERCE GARY W
2607 SW 6TH AVE
CAMAS, WA 98607

ZASKE MELISSA & ZASKE DEREK
651 SW XAVIER ST
CAMAS, WA 98607

KANE DANIEL SR & KANE DIANE
640 YREKA ST
CAMAS, WA 98607

PIERCE PATRICK & PIERCE KIMBERLEE
2607 SW 6TH AVE
CAMAS, WA 98607

PAULSON RYAN H & PAULSON
JESSICA M
12901 SE 97TH AVENUE STE 300
CLACKAMAS, OR 97015

WOODS JEFFREY R & WOODS
CYNTHIA
2349 SW 6TH AVE
CAMAS, WA 98607

KOCH STEVEN G
2413 SW 6TH AVE
CAMAS, WA 98607

THOMPSON DUANE M
648 SW XAVIER ST
CAMAS, WA 98607

SAVAGEAU TOM E & MCMAHON
MARYLOU
632 SE XAVIER ST
CAMAS, WA 98607

WEISS JEFFREY A & SUSSMAN MAIDA
A TRUSTEES
629 XAVIER ST
CAMAS, WA 98607

DELANEY WILLIAM & DELANEY LYNN
2511 SW 6TH AVE
CAMAS, WA 98607

Owner Name	Mailing Address
BUCKLEY MICHELE & BUCKLEY RUTH	7226 NE 155TH ST, KENMORE, WA, 98028
BURK DOLORES	PO BOX 87601, VANCOUVER, WA, 98687
BURLINGTON NORTHERN INC	2301 LOU MENK DR, FORT WORTH, TX, 76131
CAMASVIEW CONDOS LLC	7625 NW SKYLINE BLVD, PORTLAND, OR, 97229
CHASE CORY & WOHLGEMUTH DEANNA	2422 SW 6TH AVE, CAMAS, WA, 98607
CHEN CHENYAO & HUANG CHENG-FANG	15091 NW FRANCESCA DR, PORTLAND, OR, 97229
DELANEY WILLIAM & DELANEY LYNN	2511 SW 6TH AVE, CAMAS, WA, 98607
FERRER DEBORAH LYNN	2520 SW 6TH AVE, CAMAS, WA, 98607
FORT JAMES CAMAS LLC	PO BOX 105681, ATLANTA, GA, 30348
GALBRAITH WALTER & GALBRAITH CYNTHIA	2527 SW 6TH AVE, CAMAS, WA, 98607
HAMILTON JOHN	1403 K ST, WASHOUGAL, WA, 98671
KANE DANIEL SR & KANE DIANE	640 YREKA ST, CAMAS, WA, 98607
KOCH STEVEN G	2413 SW 6TH AVE, CAMAS, WA, 98607
LA BOLA LLC	2508 SW 6TH AVE, CAMAS, WA, 98607
PAULSON RYAN H & PAULSON JESSICA M	12901 SE 97TH AVENUE STE 300, CLACKAMAS, OR, 97015
PIERCE GARY W	2607 SW 6TH AVE, CAMAS, WA, 98607
PIERCE PATRICK & PIERCE KIMBERLEE	2607 SW 6TH AVE, CAMAS, WA, 98607
REITER MICHAEL & REITER MOLLY	2702 SW 6TH AVE, CAMAS, WA, 98607
SANDOVAL RAYMON B & SANDOVAL ROSA E	2346 SW 6th Avenue, CAMAS, WA, 98607
SAVAGEAU TOM E & MCMAHON MARYLOU	632 SE XAVIER ST, CAMAS, WA, 98607
THOMPSON DENNIS G	2546 SW 6TH AVE, CAMAS, WA, 98607
THOMPSON DUANE M	648 SW XAVIER ST, CAMAS, WA, 98607
THORNTON LORI & SKELTON WILLIAM	2434 SW 6TH AVE, CAMAS, WA, 98607
WEISS JEFFREY A & SUSSMAN MAIDA A TRUSTEES	629 XAVIER ST, CAMAS, WA, 98607
WILKINS JERRY & WILKINS KIMBERLY	2316 SW 6TH AVE, CAMAS, WA, 98607
WOODS JEFFREY R & WOODS CYNTHIA	2349 SW 6TH AVE, CAMAS, WA, 98607
ZASKE MELISSA & ZASKE DEREK	651 SW XAVIER ST, CAMAS, WA, 98607

**This document was created by the Clark County,
Washington Geographic Information System**

Number of Records 27

Number of Pages 1

Date Created 2/27/2023

Employee 

Employee Name Jesse Manley

ALTA COMMITMENT FOR TITLE INSURANCE

issued by agent:



Commitment Number:

612887046**NOTICE**

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Fidelity National Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Phil Archer

Authorized Officer or Agent

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



**FIDELITY NATIONAL TITLE COMPANY OF WASHINGTON,
INC.****COMMITMENT NO. 612887046****Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: Luke Bennier Fidelity National Title Company of Washington, Inc. 655 W. Columbia Way, Suite 200 Vancouver, WA 98660 Phone: 360-624-1046 Fax: 877-675-5393 Main Phone: (360)750-3686 Email: Luke.Bennier@fnf.com	Escrow Officer: Cynthia Nutter Fidelity National Title Company of Washington, Inc. 655 W. Columbia Way, Suite 200 Vancouver, WA 98660 Phone: 360-258-2206 Fax: 877-675-5387 Main Phone: (360)750-3686 Email: Cynthia.Nutter@fnf.com

Order Number: 612887046**SCHEDULE A**

1. Commitment Date: September 19, 2022 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA Homeowner's Policy of Title Insurance 2021 w-WA Mod

Proposed Insured: Daniel Smark and Krista Young-Smark, a married couple
Proposed Amount of Insurance: \$320,000.00
The estate or interest to be insured: Fee Simple
Premium: \$ 928.00
Tax: \$ 78.88
Rate: Owner Short Term Standard
Total: \$ 1,006.88
 - (b) ALTA Loan Policy 2021 w-WA Mod

Proposed Insured: Lender with contractual obligations under a loan agreement with the vested owner identified at Item 4 below or a purchaser
Proposed Amount of Insurance: \$10,000.00
The estate or interest to be insured: Fee Simple
Premium: \$ 351.00
Tax: \$ 29.84
Rate: Residential Purchase Loan Rate
Total: \$ 380.84
3. The estate or interest in the Land at the Commitment Date is:

Fee Simple
4. The Title is, at the Commitment Date, vested in:

La Bola, LLC, a Washington limited liability company
5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): 83042000

That portion of the Southeast quarter of Section 9, Township 1 North, Range 3 East and portion of the Northeast quarter of Section 16, Township 1 North, Range 3 East of the Willamette Meridian, lying within the WP Smith Donation Land Claim, Clark County, Washington, described as follows:

BEGINNING at a point on the South line of the North Bank Highway (Evergreen Highway), 560 feet West of the East line of Section 9; thence East along the South line of said highway, 65 feet; thence South to the North line of the Spokane, Portland and Seattle Railway right of way, thence West along the North line of said right of way, 65 feet; thence North to the point of beginning.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

ALTA Commitment for Title Insurance w-WA Mod (07/01/2021)



**FIDELITY NATIONAL TITLE COMPANY OF WASHINGTON,
INC.****COMMITMENT NO. 612887046****SCHEDULE B, PART I - Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Additional requirements and/or exceptions may be added as details of the transaction are disclosed to, or become known by the Company.
6. The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.
7. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
8. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
9. In the event that the Land is occupied or intended to be occupied by the owner and a spouse or registered domestic partner as a homestead, the conveyance or encumbrance of the Land must be executed and acknowledged by both spouses or both registered domestic partners, pursuant to RCW 6.13 which now provides for an automatic homestead on such Land.
10. If the proposed insured is a married person or member of a registered domestic partnership acquiring title as a separate estate, the Company will require a Deed be executed by the spouse or registered domestic partner of the proposed insured to establish separate property.

A deed from the spouse or registered domestic partner will not eliminate the requirement that both spouses or registered domestic partners execute any new monetary encumbrances to comply with the automatic homestead provisions of RCW 6.13.060 if both spouses or registered domestic partners intend to reside on the Land.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B, PART I - Requirements
(continued)

11. Possible matters relating to General Exceptions A, B, C and D herein in connection with any extended coverage policy shown in Schedule A to be issued. Adverse matters, if any, will be shown in a supplemental report to this commitment and will be shown as special exceptions in any policy to be issued unless cleared to the satisfaction of the Company.
12. A completed owner's affidavit (form to be supplied by the Company) will be required in connection with issuance of the policy(ies) shown in Schedule A.
13. If the Seller or Borrower intends to sign documents required to insure the transaction utilizing a remote online notary, please notify the Company immediately as additional underwriting requirements will need to be satisfied.
14. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.
15. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: La Bola, LLC

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B, PART I - Requirements
(continued)

Before issuing its policy of title insurance, the Company will require evidence, satisfactory to the Company, that

Name of LLC: La Bola, LLC

- a. is validly formed on the date when the documents in this transaction are to be signed;
- b. is in good standing and authorized to do business in the state or country where the LLC was formed; and
- c. has complied with the "doing business" laws of the State of Washington.

END OF REQUIREMENTS**NOTES**

The following matters will not be listed as Special Exceptions in Schedule B of the policy. There will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted or excluded from coverage or are not matters covered under the insuring provisions of the policy.

- Note A:** Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- Note B:** Note: The policy requested in the application for insurance is ALTA Homeowner's Policy of Title Insurance for a One-to-Four Family Residence. Said policy is not available for this property. The ALTA Owner's Policy as identified in Schedule A hereof will be issued. Contact your title officer with any questions.
- Note C:** Note: The Company finds no matters against the name(s) of Daniel Smark or Krista Young-Smark in the Public Records which would appear as exceptions in the policy.
- Note D:** Note: The Public Records indicate that the address of the improvement located on said Land is as follows:
- 2508 SW 6th Avenue
Camas, WA 98607
- Note E:** Note: The only conveyance(s) affecting said Land, which recorded within 24 months of the date of this report, are as follows:

Grantor:	Hazel F. Krout, the Personal Representative of the Estate of Sharon L. DeFore,
	deceased
Grantee:	Donnie R. McMillan, Jr., a single man
Recording Date:	March 19, 2021
Recording No.:	5882866

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B, PART I - Requirements
(continued)

Note F: Grantor: Donnie R. McMillan, Jr., a single man
 Grantee: La Bola, LLC, a Washington limited liability company
 Recording Date: November 3, 2021
 Recording No.: 5984333

Note G: Note: FOR INFORMATIONAL PURPOSES ONLY:

The following may be used as an abbreviated legal description on the documents to be recorded, per Amended RCW 65.04.045. Said abbreviated legal description is not a substitute for a complete legal description within the body of the document:

Tax Lot #48 of WP Smith DLC, Section 9 and 16, Township 1 North, Range 3 East
 Tax Account No.: 83042000

Note H: Note: This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances or acreage shown thereon.

Note I: Recording Charge (Per Document) for closings on July 26, 2021 and after is the following:

County	First Page	Each Additional Page
Clark and Cowlitz	Deed \$203.50	\$1.00 each additional page
Clark and Cowlitz	Deed of Trust Basic Fee \$204.50	\$1.00 each additional page

Note: When possible the company will record electronically. An additional charge of \$4.00 plus sales tax applies to each document recorded electronically. As of 11/8/2021 this fee will increase to \$4.25 plus sales tax per document.

Note: A multiple transaction document bears an additional fee for each additional title.

Note: A document that fails to conform to certain formatting and page one requirements bears an additional \$50.00 charge.

RECORDING AND PROCESSING CHARGES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Send all Recording Packages to:

Recording Department
 655 W. Columbia Way, Ste 200
 Vancouver, WA 98660

Email all Releases to:
 ClarkWArecordings@fnf.com

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



FIDELITY NATIONAL TITLE COMPANY OF WASHINGTON,
INC.

COMMITMENT NO. 612887046

SCHEDULE B, PART I - Requirements
(continued)

END OF NOTES

END OF SCHEDULE B, PART I

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

ALTA Commitment for Title Insurance w-WA Mod (07/01/2021)



**FIDELITY NATIONAL TITLE COMPANY OF WASHINGTON,
INC.**

COMMITMENT NO. 612887046

SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

GENERAL EXCEPTIONS

- A. Rights or claims of parties in possession, or claiming possession, not shown by the Public Records.
- B. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- C. Easements, prescriptive rights, rights-of-way, liens or encumbrances, or claims thereof, not shown by the Public Records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the Public Records.
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.
- F. Any lien for service, installation, connection, maintenance, tap, capacity, or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records.
- G. Unpatented mining claims, and all rights relating thereto.
- H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
- I. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- J. Water rights, claims or title to water.
- K. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B, PART II - Exceptions
(continued)**SPECIAL EXCEPTIONS**

1. Payment of the real estate excise tax, if required.

The Land is situated within the boundaries of local taxing authority of Clark County.

The rate of real estate excise tax for properties which are not formally classified and specially valued as timberland or agricultural land is:

State portion: 1.10% on any portion of the sales price of \$500,000 or less;
 1.28% on any portion of the sales price above \$500,000, up to \$1,500,000;
 2.75% on any portion of the sales price above \$1,500,000, up to \$3,000,000;
 3.00% on any portion of the sales price above \$3,000,000;

Note: Effective January 1, 2023 the selling price thresholds for the state portion will change.

The rate of excise for properties formally classified as timberland or agriculture land will be 1.28% for the State portion on the entire sales price.

Local portion: .50% on the entire sales price.

An additional \$5.00 State Technology Fee must be included in all excise tax payments.

If the transaction is exempt, an additional \$5.00 Affidavit Processing Fee is required.

Any conveyance document must be accompanied by the official Washington State Excise Tax Affidavit, which can be found online [HERE <https://dor.wa.gov/get-form-or-publication/forms-subject/real-estate-excise-tax>](https://dor.wa.gov/get-form-or-publication/forms-subject/real-estate-excise-tax). The applicable excise tax must be paid and the affidavit approved at the time of the recording of the conveyance documents. (NOTE: Real Estate Excise Tax Affidavits must be printed as legal size forms).

2. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year:

Tax Account No.:	83042000
School District/Levy Code:	117000
Assessed Total:	\$132,321.00
Millage Rate:	11.1394248493
Location Code:	0602

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B, PART II - Exceptions
(continued)

General and special taxes for the following year(s) are delinquent (amounts do not include interest and penalties):

Year:	2022
Billed:	\$1,482.41, Full Year
Paid:	\$0.00
Unpaid:	\$1,482.41

General and special taxes for the following year(s) are delinquent (amounts do not include interest and penalties):

Year:	2021
Billed:	\$3364.10, Full Year
Paid:	\$1,681.60
Unpaid:	\$1,682.50

3. Assessments, if any, levied by the City of Camas.
4. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of:	City of Camas
Purpose:	STEP (septic tank effluent pump) sanitary sewer collection system
Recording Date:	July 18, 1988
Recording No.:	8807180054

END OF SCHEDULE B, PART II

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



**FIDELITY NATIONAL TITLE COMPANY OF WASHINGTON,
INC.****COMMITMENT NO. 612887046****COMMITMENT CONDITIONS****1. DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I-Requirements; and
- f. Schedule B, Part II-Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I-Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



**FIDELITY NATIONAL TITLE COMPANY OF WASHINGTON,
INC.****COMMITMENT NO. 612887046**

(continued)

- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION - INTENTIONALLY DELETED**END OF CONDITIONS**

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



RECORDING REQUIREMENTS

Effective January 1, 1997, document format and content requirements have been imposed by Washington Law. Failure to comply with the following requirements may result in rejection of the document by the county recorder or imposition of a \$50.00 surcharge.

First page or cover sheet:

3" top margin containing nothing except the return address.

1" side and bottom margins containing no markings or seals.

Title(s) of documents.

Recording no. of any assigned, released or referenced document(s).

Grantors names (and page no. where additional names can be found).

Grantees names (and page no. where additional names can be found).

Abbreviated legal description (Lot, Block, Plat Name or Section, Township, Range and Quarter, Quarter Section for unplatted). Said abbreviated legal description is not a substitute for a complete legal description which must also appear in the body of the document.

Assessor's tax parcel number(s).

Return address (in top 3" margin).

****A cover sheet can be attached containing the above format and data if the first page does not contain all required data.**

Additional Pages:

1" top, side and bottom margins containing no markings or seals.

All Pages:

No stapled or taped attachments. Each attachment must be a separate page. All notary and other pressure seals must be smudged for visibility. Font size of 8 points or larger.



Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective August 1, 2021

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888)714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice: Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information: Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's [Opt Out Page](#) or contact us by phone at (888) 714-2710 or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

EXHIBIT "A"

Order No.: 612887046

For APN/Parcel ID(s): 83042000

That portion of the Southeast quarter of Section 9, Township 1 North, Range 3 East and portion of the Northeast quarter of Section 16, Township 1 North, Range 3 East of the Willamette Meridian, lying within the WP Smith Donation Land Claim, Clark County, Washington, described as follows:

BEGINNING at a point on the South line of the North Bank Highway (Evergreen Highway), 560 feet West of the East line of Section 9; thence East along the South line of said highway, 65 feet; thence South to the North line of the Spokane, Portland and Seattle Railway right of way, thence West along the North line of said right of way, 65 feet; thence North to the point of beginning.



BEND, OR
2777 NW Lolo Drive, Suite 150
Bend, OR 97703
(541) 317-8429
www.aks-eng.com

KEIZER, OR
3700 River Road N, Suite 1
Kelzer, OR 97303
(503) 400-6028

TUALATIN, OR
12965 SW Herman Road, Suite 100
Tualatin, OR 97062
(503) 563-6151

VANCOUVER, WA
9600 NE 126th Avenue, Suite 2520
Vancouver, WA 98682
(360) 882-0419

Date: 2/24/2023
To: Community Development Department, City of Camas
From: Michael Andreotti, RLA
Project Name: 6th Avenue Property Variance
AKS Job No.: 10060
Project Site: 2508 SW 6th Avenue, Camas, WA 98607

Subject: Type III Variance Request

This narrative is written to address the request for a Type III Variance to modify the setbacks of the side yards that are adjacent to parcel number 83042-000.

I. Executive Summary

Through this application, La Bola, LLC (Applicant), requests approval from the City of Camas (City) for a Type III Variance to reduce the required side yard setback for one single-family lot. The subject site consists of a single parcel addressed as 2508 SW 6th Ave., Camas, WA 98607, located in Camas, WA. The subject site is identified at 83042-000 of the Northeast Quarter of Section 16, Township 1 North, Range 3 East, and Southeast Quarter of Section 9, Township 1 North, Range 3 East, Willamette Meridian. This site is currently vacant and is zoned Residential-15,000 (R-15) with no zoning overlays. The properties to the north are zoned Residential-7,500 (R-7.5), properties to the east and west are zoned R-15 and the properties to the south are zoned Heavy Industrial (HI). The site has frontage on SW 6th Avenue (public) to the north.

The subject site is ±65 feet wide with a varied depth between ±203 and ±207 feet, totaling ±13,339 square feet (±0.31 acres). According to Clark County GIS, there are steep slopes and habitat area mapped along the southern portion of the site.

The Applicant is requesting a Type III Variance to reduce the required side yard setbacks. Per Camas Municipal Code (CMC), 18.09.040 – Table 2, parcels with a lot area of 12,000 to 14,999 square feet require a 10-foot side yard setback. The Applicant is requesting to reduce the side yard setbacks to 5 feet.

Following the variance, a single-family home will be constructed on site. As will be discussed later in this narrative, the proposed variance would allow the future home to maintain the character of the surrounding neighborhood. The reduced setbacks will also allow for better protection of the mapped habitat area on site.

This application package includes the materials necessary for the City to review and approve this submittal, including this narrative, a preliminary site plan, and aerial image identifying parcels with similar setbacks. The written narrative includes findings of fact demonstrating that the application complies with all applicable approval criteria. This application package provides substantial evidence to support the findings and allow the City to approve the application.

II. Applicable Review Criteria

CITY OF CAMAS MUNICIPAL CODE

Title 18 – Zoning

Chapter 18.09 Density and Dimensions

18.09.040 Density and Dimensions – Single-family residential zones

Table 1 – Density and Dimensions for Single-Family Residential Zones

	R-6	R-7.5	R-10	R-12	R-15
A. Standard New Lots					
Maximum density (dwelling units/net acres)	7.2	5.8	4.3	3.6	2.9
Average lot area (square feet) ⁴	6,000	7,500	10,000	12,000	15,000
Minimum lot size (square feet)	4,800	6,000	8,000	9,600	12,000
Maximum lot size (square feet) ³	9,000	12,000	14,000	18,000	24,000
Minimum lot width (feet)	60	70	80	90	100
Minimum lot depth (feet)	80	90	100	100	100
Maximum building lot coverage ⁵	40%	40%	35%	30%	30%
Maximum building height (feet) ²	35	35	35	35	35

Response: This application is requesting a variance for a single-family lot in the R-15 zone. The existing lot has a gross site area of ±13,339 square feet, with a lot width of 65 feet and a varied depth between ±203 and ±207 feet. As shown by the required width of 100 feet for new lots created in the R-15 zone, the intended 10-foot side yard setback for larger lots is a reasonable setback. However, the subject site was created prior to receiving the R-15 zoning designation, allowing the lot to have a width of 65 feet, which is more in line with the width required for lot width for the R-6 and R-7.5 zones, which would only require 5-foot side yard setbacks. Therefore, the requested variance is in line with lots of a comparable width.

Table 2 – Building Setbacks for Single-Family Residential Zones

Lot Area	12,000 to 14,999 square feet
Minimum front yard (feet) ²	25
Minimum side yard (feet)	10
Minimum side yard flanking a street and corner lot rear yard (feet)	15
Minimum rear yard (feet)	30
Minimum lot frontage on a cul-de-sac or curve (feet)	35

Response: Lots between 12,000 and 14,999 square feet have minimum setback requirements listed in CMC 18.09.040 – Table 2. The proposed development will continue to meet the front yard and rear yard setback requirements following the requested variance of the side yard setbacks. As noted above, due to the dimension of the lots, the side yard setback applied to this lot is unreasonable due to the narrower width of the lot versus a standard lot in the R-15 zone. In addition, the mapped steep slopes and habitat area on the southern portion of the site reduce the buildable area of the site below 12,000 square feet.

Chapter 18.45 Variances

18.45.020 Approval process.

- A. **Minor Variance.** A minor variance is one that results in the modification of up to ten percent of a numerical development standard (other than lot area or density) that shall be subject to Type I procedure, pursuant to CMC Chapter 18.55 Administration and Procedures, and subject to the approval criteria contained in CMC Section 18.45.030(A).

- B. **Major Variance.** A major variance is one that results in the modification of a numerical development standard by more than ten percent. The board of adjustment is generally the decision maker regarding major variances. Where a variance is consolidated with an application for a Type III decision, the decision maker shall be the same as that for the Type III application. A major variance shall not be approved unless findings are made by the approval authority that all of the approval criteria under CMC Section 18.45.030 are satisfied.

Response: The Applicant is proposing to reduce the side yard setback from 10 feet to 5 feet, which is more than a ten percent reduction to the setback; therefore, a Major Variance is required per CMC 18.45.020.B.

18.09.040 Major variance.

- 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;**

Response: As previously discussed, the subject is atypically narrow for lots greater than 12,000 square feet. The width of the lot is consistent with lots in the R-6 and R-7.5 zone, which would allow for a 5-foot setback. Additionally, many of the lots in the neighborhood surrounding the site that are zoned R-15 have existing setbacks of less than 10 feet, and in some cases appear to be less than 5 feet, and a majority of the lots north of the site are less than 12,000 square feet in area have a 5-foot side yard setback. Therefore, the proposed variance will not grant special privilege to the lot that is inconsistent with the surrounding properties. This standard is met.

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;**

Response: As previously discussed, the subject is atypically narrow for lots greater than 12,000 square feet. In addition, there are mapped steep slopes and habitat are on the southern portion of the site, reducing the buildable area to less than 12,000 square feet. Additionally, many of the lots in the neighborhood surrounding the site that are zoned R-15 have existing setbacks of less than 10 feet, and in some cases appear to be less than 5 feet, and a majority of the lots north of the site are less than 12,000 square feet in area have a 5-foot side yard setback. Therefore, the Applicant is requesting variance to be more consistent with the surround lots and the buildable area of the site. This standard is met.

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.**

Response: As previously discussed, the proposed variance will provide similar setbacks to those existing on the neighboring lots R-15 zone and allowed on the lot north of the site, which are mostly less than 12,000 square feet. The proposed variance will also allow for a house with a side entry garage. With the side entry garage, the doors will not face the right-of-

way, allowing the new home to fit better with the character of the surrounding neighborhood. The reduced setbacks will also allow for the house to be build maintaining the greatest separation possible from the steep slopes and habitat are in the southern portion of the site.

III. Conclusion

The Applicant is requesting a variance for a single-family lot to reduce the required side yard setback from 10 feet to 5 feet. The variance will not grant the lot special privilege, will be more consistent with the surrounding lots, will provide for the greatest protection of critical areas, and will not be detrimental to public welfare or injurious to the site or other properties in the vicinity.

The submittal requirements have been met and the required findings made for all applicable approval criteria. These findings serve as the basis for the City to approve the application and are supported by substantial evidence in the application materials. Therefore, the Applicant respectfully requests approval of the requested variance.



PRE-APPLICATION MEETING NOTES

2508 SW 6th Ave (PA22-45)

Meeting held via Zoom Thursday, November 17, 2022, at 2:30 p.m.

Notes issued November 22, 2022

Applicant:	LA Bola LLC
City of Camas:	Madeline Sutherland, Planner Eric Dugger, Engineering Randy Miller, Fire Marshal Office
Location:	2508 SW 6 th Ave
Zoning:	Single-Family Residential (R-15)
Description:	The applicant is proposing to construct a single-family residence with reduced side yard setbacks on a lot containing critical areas.

NOTICE: Notwithstanding any representation by City staff at a pre-application conference, staff is not authorized to waive any requirement of the City Code. Any omission or failure by staff to recite to an applicant all relevant applicable code requirements shall not constitute a waiver by the City of any standard or requirement. [CMC 18.55.060 (C)] This pre-application conference shall be valid for a period of 180 days from the date it is held. If no application is filed within 180 days of the conference or meeting, the applicant must schedule and attend another conference before the City will accept a permit application. [CMC 18.55.060 (D)] Any changes to the code or other applicable laws, which take effect between the pre-application conference and submittal of an application, shall be applicable. [CMC 18.55.060 (D)]. A link to the Camas Municipal Code (CMC) can be found on the City of Camas website, <http://www.cityofcamas.us/> on the main page under "Business and Development".

PLANNING DIVISION	Madeline Sutherland (360) 817-1568 msutherland@cityofcamas.us
--------------------------	--

An application for a major variance is a Type III permit process. Applicable codes for development include Title 16 Environment, Title 17 Land Development and Title 18 Zoning of the Camas Municipal Code (CMC), which can be found on the city website. Please note it remains the **applicant's responsibility** to review the CMC and address all applicable provisions. The following pre-application notes are based on application materials and site plan submitted to the City on October 31, 2022:

Application Requirements

Your proposal will need to comply with the general application requirements per **CMC Section 18.55.110** in addition to the specific application requirements outlined in **CMC Section 18.18** - Site Plan Review and **CMC 18.19** - Design Review. The following is an excerpt from the requirements ([see code section for full text](#)):

1. A completed city application form and required fee(s),

Land Use fees will be based on the adopted fees at the time of land use application submittal. The current 2022 fees include the following and are due at the time of land use application submittal:

1. Major Variance	\$1,295
2. Critical Area Review (x2)	\$775
3. SEPA Review	\$810
4. Archaeological Review	\$137
5. Fire Department Review	\$284

2. A complete list of the permit approvals sought by the applicant,
3. A current (within thirty days prior to application) mailing list and mailing labels of owners of real property within three hundred feet of the subject parcel, certified as based on the records of Clark County assessor,
4. A complete and detailed narrative description that describes the proposed development, existing site conditions, existing buildings, public facilities and services, and other natural features. The narrative shall also explain how the criteria are or can be met, and address any other information indicated by staff at the preapplication conference as being required,
5. Necessary drawings in the quantity specified by the director,
6. Copy of the pre-application meeting notes (Type II and Type III),
7. SEPA checklist, if required,
8. Signage for Type III applications and short subdivisions per CMC 18.55.110.H.,
9. A copy of a full title report,
10. Additional items listed below.

Major Variance

Setbacks for Single Family Residential zones are listed under CMC 18.09.040 Table 2. The applicant is proposing to reduce the side yard setback from 10 feet to 5 feet which is more than a ten percent reduction to the setback, therefore requiring a major variance per CMC 18.45.020.B.

A major variance is a Type III process where staff has up to 120 days to hold a public hearing. The Hearings Examiner renders the final decision. The required narrative shall address the major variance criteria per CMC 18.45.040. Photos of neighboring properties and any other documentation that could help make your case as to why the major variance should be approved will need to be submitted with the application. Per CMC 18.45.050, the major variance approval expires if building permits are not issued within one year.

Critical Area Review

Clark County GIS mapping identifies geologically hazardous areas (i.e. steep slopes) and fish and wildlife habitat areas within the subject property. As such, a critical areas report is required if the proposed development is within or adjacent to (within 200-feet) of a critical area per CMC Section 16.51.130. The general requirements for a critical areas report are found in CMC Section 16.51.140. The City's code contains additional requirements for each type of critical area.

- The critical areas report requirements for Geologically Hazardous Areas are found in CMC 16.59.060 and 16.59.070. *Report shall be prepared by a Geotechnical Engineer*
- The critical areas report requirements for Fish and Wildlife Habitat Areas are found in CMC 16.61.020. *Habitat assessment shall be prepared by a Biologist.*
 - A preliminary mitigation plan is required if there will be impacts to the critical area per CMC 16.

SEPA

The residential development is not exempt from the State Environmental Policy Act (SEPA) as the project is within an environmentally sensitive area. The applicant must submit a SEPA checklist.

Tree Survey and Density

A Landscape, Tree and Vegetation plan must be submitted pursuant to CMC 18.13.050 along with a Tree Survey per CMC 18.13.045, which requires an inventory and assessment of existing trees prepared by a certified arborist or professional forester. A minimum tree density of 20 tree units per net acre is required per CMC 18.13.051. The tree density calculation shall be shown in the report.

Tree removal within a critical area requires a replacement ratio of 2:1 per CMC 16.51.125- Vegetation removal permit. Additional mitigation may be required for impacts to trees within a habitat area.

Archaeological Review

An archaeological predetermination report is required because there is a high probability of artifacts per CMC 16.31.070.A.

ENGINEERING DIVISION
ERIC DUGGER (360) 817-1568 edugger@cityofcamas.us

Engineering has no comments for the Major Variance request, however, below are the engineering requirements for the proposed SFR shown on the site plan application.

The existing SFR was demolished in April 2022, the following are requirements for the future SFR as shown on the site plan submitted with the application.

General Engineering Requirements:

New Single-family residence (SFR):

1. Civil engineering site plan and detail sheets are to include the following improvements:
 - a. If applicable, new water service and sewer lateral, trenching and backfill for water and sewer service, and limits of pavement restoration.
 - b. Additionally, the existing driveway approach is to be removed and replaced, per CDSM ST17 Driveway/Sidewalk Without Planter and sidewalk installed along frontage, per CDSM Detail ST18 Sidewalk.
2. Civil plans shall be prepared by a licensed Washington State Engineer in accordance with the Camas Design Standards Manual (CDSM).
3. The CDev Engineering is responsible for plan review (PR) and construction inspection (CI) for improvements within the right-of-way.
4. Work within the right-of-way (ROW) will require a General Encroachment permit, issued by Community Development (CDev) Engineering.
5. The encroachment permit fee will be based on the contractor's bid for the work to be performed within the ROW.
 - a. Work within the ROW includes new water/sewer services if required, new driveway approach, and sidewalk.
 - b. If the work exceeds \$1,500.00 the fee calculation is \$30.00 plus 2.5% of the Contractor's bid for the work.
 - c. A traffic control plan (TCP) is to be submitted with the encroachment permit for review and approval, prior to working within the ROW on SW 6th Avenue.

Traffic/Transportation:

1. A single-family residence does not require a traffic study due to less than 199 ADT.

Streets:

1. The proposed SFR is located on the south side of SW 6th Avenue.
2. SW 6th Avenue is an existing 2-lane collector with curb, gutter, and intermittent sidewalks on the south side. The north side has sidewalks and planter strips.
3. The new driveway width cannot exceed 40% of total lot frontage.

Stormwater:

1. The parcel size is 13,939 sf / 0.32 acres.
2. Refer to Ecology's *Figure I-3.2 Flow Chart for Determining Requirements for Re-Development (Vol. I, Chapter 3, Page 90)* and the Camas Stormwater Design Standards.
 - a. All re-development projects, including SFR, shall comply with Minimum Requirement (MR) #2 – Submittal of a Stormwater Pollution Prevent Plan (SWPPP). Contact Building Dept. for a copy of the *Abbreviated Construction SWPPP* Form.
3. Provisions are to be made for roof downspout controls. Stormwater from downspouts is not to be directed onto adjoining parcels. Reference Ecology's latest edition of the SWMMWW for roof downspout controls.
4. A designated concrete washout area (BMP C154, Vol. II, Chap. 3, pgs. 320-326) is to be shown on the site plans.
 - a. The concrete washout area is to be removed prior to issuance of final occupancy.

Erosion Control:

1. The parcel size is 13,939 sf / 0.32 acres.
2. At time of SFR construction, the applicant will be responsible for all erosion and sediment control measures to ensure that sediment laden water does not leave the site or impact adjacent parcels.
3. Mud tracking onto the road surface is discouraged and any mud tracking is to be cleaned up immediately.

Water:

1. There is an existing 6-inch ductile iron water main located on the north side of SW 6th Avenue.
2. Applicant is to work with Operations Water Dept. staff to verify that the existing ¾" copper water service is still viable. If not:
 - a) A new 1-inch water service will have to be tapped and extended to the future SFR.
 - b)
 - c) The new water meter box is to be located at the right-of-way on SW 6th Avenue.
 - d) After tapping a new water service, trenching and surface restoration on SW 6th Avenue will be required, per CDSM Details G2 and G2A.
3. A 10-foot separation is required, within the right-of-way, between the water service and sewer lateral.
4. The tap on the existing water main will performed by Operations Water Department staff.

Sanitary Sewer:

1. There is an existing 3-inch PVC pressure sewer main located on the south side of SW 6th Avenue.
2. Applicant is to work with Operations Sewer Dept. staff to verify that the existing sewer lateral is still viable. If not:

- a. The approved tapping contractor noted below is to tap a new 1 or 2-inch sewer lateral from the sanitary sewer main to the future SFR, per CDSM Detail SP2.
 - b. The applicant will be required to decommission the existing STEP tank (installed in 1988), in accordance with Clark Co. Health Dept. requirements.
 - c. Applicant is to install a new STEP tank, per CDSM Details for STEF & STEP Tanks.
 - d. After tapping a new sewer lateral, trenching and surface restoration on SW 6th Avenue will be required, per CDSM Details G2 and G2A.
3. A 10-foot separation is required, within the right-of-way, between the water service and sewer lateral.

City Approved Tapping Contractors:

1. A&A Drilling Services, Inc (water & pressure sewer):
16734 SE Kens Ct. #B, Milwaukie, OR 97267, 800-548-3827,
<http://www.aadrilling.com>

Garbage and Recycling:

1. Garbage and recycling cans are to be placed at the public right-of-way for pickup on SW 6th Avenue.

Parks/Trails:

1. Not applicable.

Impact Fees & System Development Charges (SDCs):

1. The proposed development is in the South District.
2. Impact Fees and SDCs are collected at time of building permit issuance
3. Impact fees and SDCs are adjusted on January 1st of each year.
4. Impact fees and SDC charges do not include the costs for tapping the water or sewer mains, extending the water service or sewer lateral to the property line, trenching & trench backfill, purchase & installation of water meter box and STEP tank, or surface restoration.

Impact Fees for 2022:

1. Single Family Detached:
 - a. Traffic Impact Fees – NA due to recent existing SFR
 - b. School Impact Fees (SIF) (Camas) – NA due to recent existing SFR
 - c. Park/Open Space Impact Fees (PIF) – NA due to recent existing SFR
 - d. Fire Impact Fees (FIF) - \$0.20 sf

System Development Charges (SDCs) for 2022:

1. Not applicable, except for connection and inspection fees, as there was an existing SFR with the last 5 years.

FIRE DEPARTMENT

KEVIN BERGSTROM (360) 834-6191 FMO@cityofcamas.us

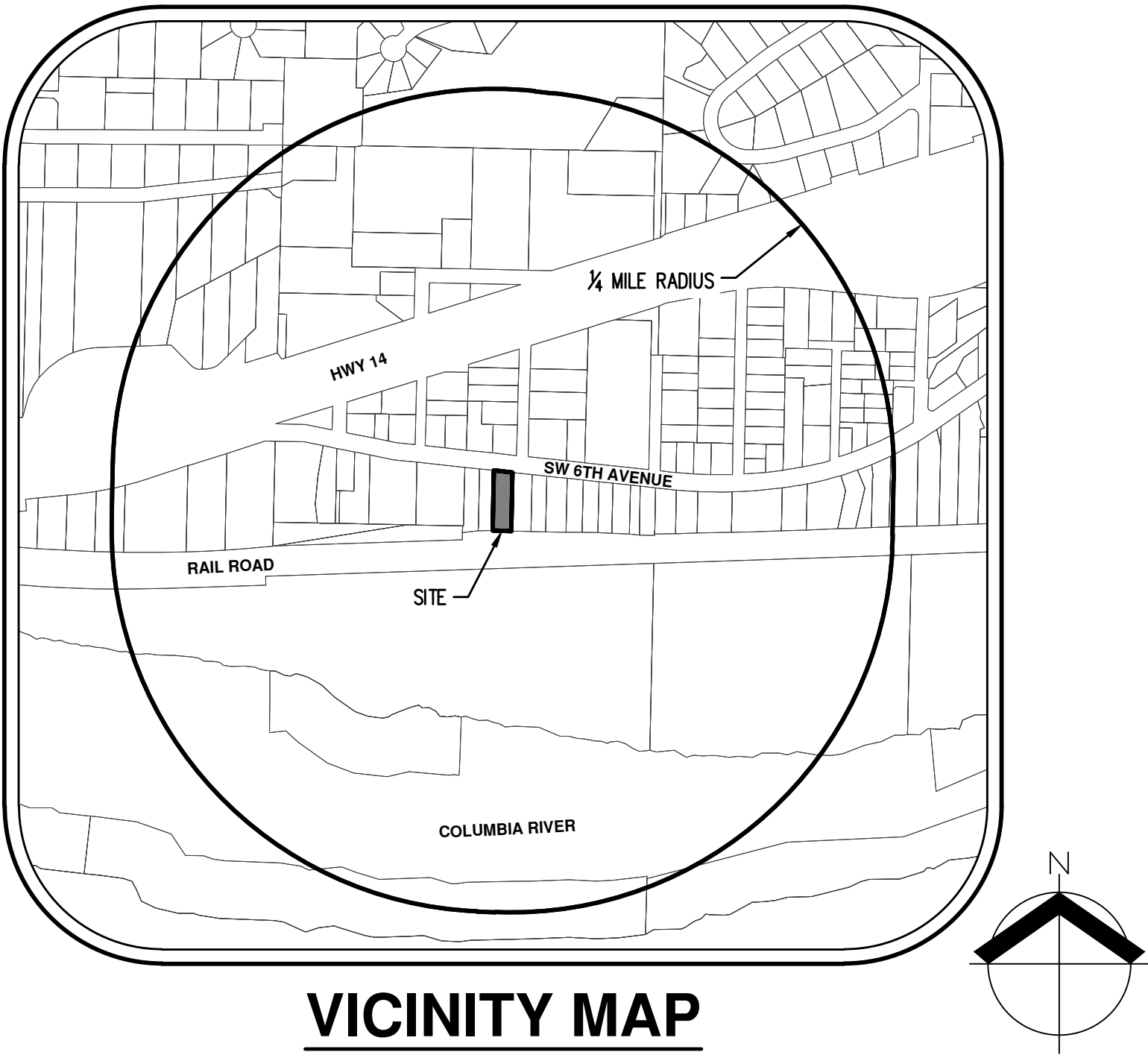
***No specific notes related to the lot line variance requested. Notes provided pertain to the SFR that might be constructed at this site following any approval of the variance requested.**

- 1) NFPA 13D Residential Fire Sprinklers required in all new dwellings. It is recommended the owner additionally install fire sprinklers in all garages in consultation with their fire sprinkler contractor.
- 2) If a larger water meter is required and proven by design to be needed because of the fire sprinkler system and is not required for reasons of the international residential code from the building department then the SDC up-charge is waived and the minimal cost difference in the actual meter shall be paid.
- 3) A flow switch is optional but recommended to tie into the homes security system along with an outside bell.
- 4) If a PRV is needed for pressures over 80 PSI on the domestic supply, it shall be installed after the fire line supply. If the pressure is over 80 PSI a PRV may be needed on the toilet supply line supplied from the fire sprinkler system.
- 5) An inside bell or horn strobe is recommended (If system is not tied into a security system) Contact Randy Miller in the FMO for more information.
- 6) Water supply line from the meter into the structure shall be sized per the fire sprinkler contractors design calculations or a 2- inch line shall be installed.
- 7) Providing fire sprinklers in garages are optional but strongly encouraged. Please contact the FMO for further details.
- 8) The distance from a required fire hydrant may be increased when Residential Fire Sprinklers are installed. CMC 17.19.040.C.4.a.
- 9) Any discovered underground oil or fuel storage tank is a decommissioning permit through the FMO.
- 10) A propane tank Permit is required with the Fire Marshals Office if over 124 gallons.
- 11) Temporary Addresses required at all times for any structure/lot during the vertical build.
- 12) For questions or to request inspections contact the Fire Marshal's Office via *Camas Connect*. Otherwise please call our inspection line at 360-891-6191 x1.
- 13) Please don't hesitate to contact the FMO if you have any questions. 360-834-6191 or FMO@cityofcamas.us

We look forward to a safe and successful project.

6TH AVEUNUE PROPERTY VARIANCE

TYPE III SITE PLAN



VICINITY MAP

N.T.S.

NOTES

1. ALL EXISTING INFORMATION SHOWN IS FROM CLARK COUNTY GIS.
2. THE PROPOSED APPLICATION IS FOR A VARIANCE ONLY. ALL OTHER REQUIRED PERMITS WILL BE OBTAINED FOLLOWING THE VARIANCE.
3. NO STRUCTURES CURRENTLY EXIST ON SITE.
4. THE SITE IS SERVED WITH PUBLIC WATER BY THE CITY OF CAMAS.
5. THE SITE IS SERVED WITH PUBLIC SEWER BY THE CITY OF CAMAS.

APPLICANT/OWNER

LA BOLA, LLC
CONTACT: JEFFREY GLAVIN
3495 NE ALOCER DRIVE
HILLSBORO, OR 97124
PH: (360) 907-8225
E-MAIL: JGLAVIN@BHHSNW.COM

PLANNING

AKS ENGINEERING & FORESTRY, LLC.
CONTACT: MICHAEL ANDREOTTI
9600 NE 126TH AVENUE, SUITE 2520
VANCOUVER, WA 98682
PH: 360-882-0419
FAX: 360-882-0426
E-MAIL: ANDREOTTIM@AKS-ENG.COM

PROPERTY DESCRIPTION

LOCATED IN THE SOUTHEAST 1/4, SECTION 9, AND NORTHEAST 1/4, SECTION 16, TOWNSHIP 1 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN, CAMAS, WASHINGTON
PROPERTY SERIAL # 83042-000.

EXISTING LAND USE

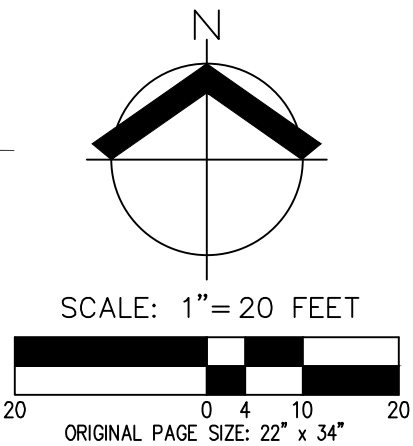
SINGLE FAMILY, VACANT; ZONED R-15

PROJECT PURPOSE

VARIANCE TO THE REQUIRED SIDE YARD SETBACK

SITE AREA

0.31 AC (13,339 SF)



AKS ENGINEERING & FORESTRY, LLC
9600 NE 126TH AVE, STE 2520
VANCOUVER, WA 98682
360.882.0419
WWW.AKS-ENG.COM

ENGINEERING • SURVEYING • NATURAL RESOURCES
FORESTRY • PLANNING • LANDSCAPE ARCHITECTURE

SITE PLAN
6TH AVENUE PROPERTY VARIANCE
LA BOLA, LLC
CAMAS, WASHINGTON

PRELIMINARY
NOT FOR
CONSTRUCTION

JOB NUMBER:	10060
DATE:	2/27/2023
DESIGNED BY:	-
DRAWN BY:	NH
CHECKED BY:	MA



P1.0



Setbacks



Legend

-  Building Footprints
-  Taxlots



188.0 0 94.00 188.0 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
Clark County, WA. GIS - <http://gis.clark.wa.gov>

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.

Notes:

**COMMUNITY DEVELOPMENT DEPARTMENT**

616 NE 4th Avenue
Camas, WA 98607
www.ci.camas.wa.us

March 22, 2023

Michael Andreotti
9600 NE 126th Ave
Vancouver, WA 98682
Sent via email andreottim@aks-eng.com

RE: 6th Avenue Major Variance (MAJVAR23-01) Application Completeness Review

Dear Michael Andreotti,

Thank you for your application submittal for the 6th Avenue Major Variance. There are items that need to be addressed with your application. The purpose of this letter is to inform you that the above application submitted on 2/28/2023 has been deemed incomplete in accordance with Camas Municipal Code (CMC) Section 18.55.130. You have 180 days from the date of application to submit the missing information pursuant to CMC 18.55.130.C. If the below requested information is submitted, staff will again verify whether the application is complete.

Items necessary for completeness:

- A development sign per CMC 18.55.110.H. Photo proof of the installed sign is required.

If you have any questions, please contact me at msutherland@cityofcamas.us

Respectfully,

A handwritten signature in black ink, appearing to read "Madeline Sutherland", written over a horizontal line.

Madeline Sutherland, AICP
Planner

**COMMUNITY DEVELOPMENT DEPARTMENT**

616 NE 4th Avenue
Camas, WA 98607
www.ci.camas.wa.us

April 5, 2023

Michael Andreotti
9600 NE 126th Ave
Vancouver, WA 98682
sent via email andreottim@aks-eng.com

RE: 6th Avenue Major Variance (MAJVAR23-01) Application Completeness Review

Dear Michael Andreotti,

The purpose of this letter is to inform you that the above application submitted on 2/28/2023, and resubmitted on 3/29/2023, has been deemed complete in accordance with Camas Municipal Code (CMC) Section 18.55.130. Staff will begin reviewing the application and contact you should we have questions/comments.

If you have any questions, please email me: msutherland@cityofcamas.us

Respectfully,

A handwritten signature in black ink, appearing to read "Madeline Sutherland", written over a horizontal line.

Madeline Sutherland, AICP
Planner



Notice of Application and Public Hearing

2508 SW 6th Avenue (File No. MAJVAR23-01)

NOTICE IS HEREBY GIVEN that an application for “2508 SW 6th Avenue” to reduce the side yard setbacks requesting Major Variance approval was received on 2/28/2023, by Michael Andreotti, and deemed technically complete on 4/5/2023.

LOCATION: The subject site consists of a single parcel addressed as 2508 SW 6th Avenue, Camas, WA 98607, located in Camas, WA. The subject site is identified at 83042-000 of the Northeast Quarter of Section 16, Township 1 North, Range 3 East, and Southeast Quarter of Section 9, Township 1 North, Range 3 East, Willamette Meridian. This site is currently vacant and is zoned Residential-15,000 (R-15) with no zoning overlays.

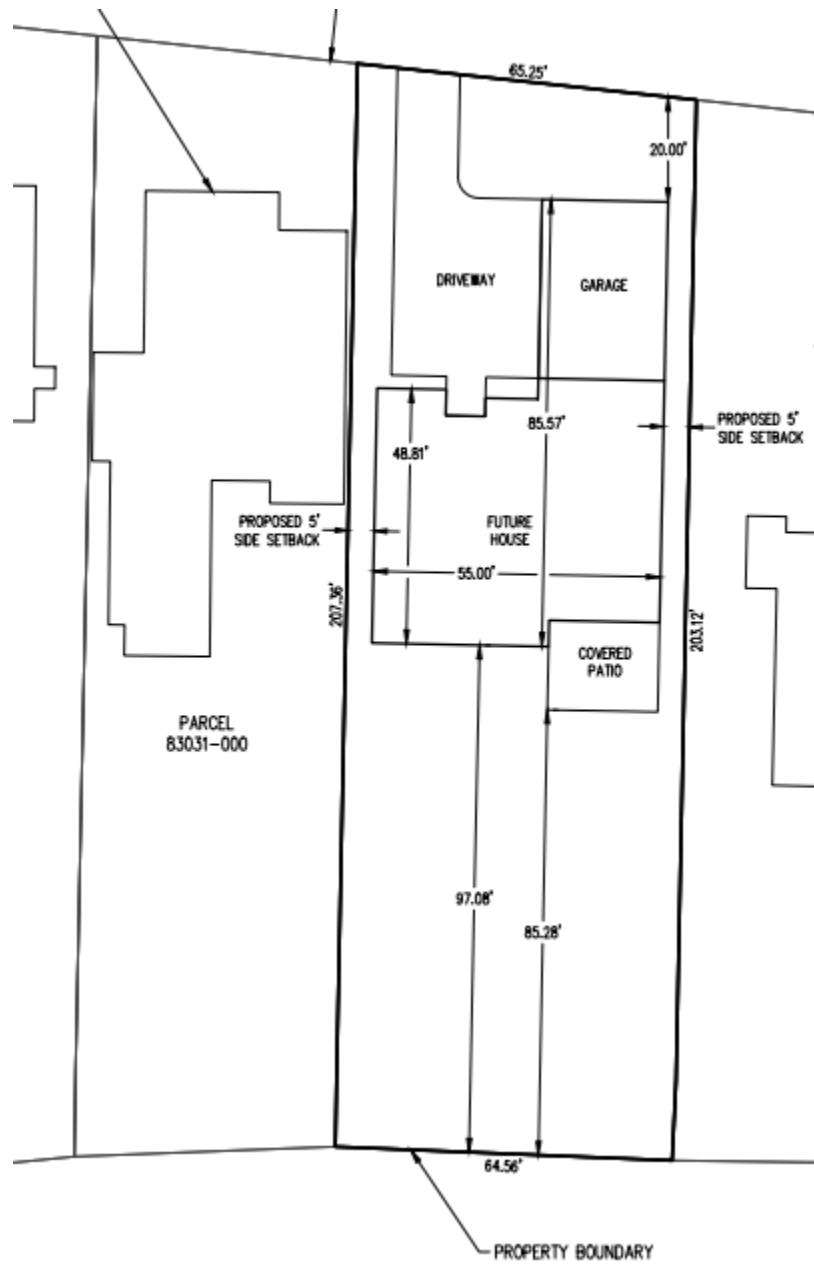
SCHEDULED PUBLIC HEARING: A virtual and in-person public hearing will be held before the city’s hearings examiner on **June 14, 2023 at 5 pm**. Instructions and a link to participate will be available on the agenda page of the city’s website at least seven days prior to the meeting. The agenda is located at the following link: www.cityofcamas.us/yourgovernment/minuteagendavideo

APPLICATION MATERIALS: The 2508 SW 6th Avenue Major Variance application included the following: narrative, pre-application meeting notes, preliminary development plans, title report and other required submittal documents. These documents are available for review at the Community Development Department (616 NE 4th Ave., Camas, WA) during regular business hours Monday – Friday 8 am-5 pm.

PARTICIPATE: All citizens are entitled to have equal access to the services, benefits, and programs of the City of Camas. Please contact the City Clerk at (360) 834-6864 for special accommodations if needed. The City will provide translators for non-English speaking persons who request assistance at least three working days prior to a public meeting.

Public comments and questions are encouraged, and there are several opportunities available to interested citizens. *It is preferable that written comments be received five days prior to the public hearing, in order to be available with the online agenda and materials.* With that said, comments can also be accepted during the public hearing. The public hearing will follow the quasi-judicial process described within Camas Municipal Code §18.55.180. Comments related to this development may be submitted as follows: (1) In person by testifying at the public hearing; (2) by regular mail to Planning Division staff, Madeline Sutherland, Planner, at the Camas City Hall, 616 NE 4th Avenue, Camas, WA 98607; (3) by email to: communitydevelopment@cityofcamas.us; or (4) by phone (360) 817-7237. **For questions related to this application, please contact Madeline Sutherland, Planner, at (360) 817-7237 or communitydevelopment@cityofcamas.us.**

**Excerpt from Major Variance Application
2508 SW 6th Avenue (File #MAJVAR23-01)**



2508 SW 6th Avenue (MAJVAR23-01)
Index of Exhibits

Exhibit No.	Title/Description	Document Date
1	Application Form	2/28/23
2	Development Sign	3/29/23
3	Development Sign with Hearing Date	5/9/23
4	Mailing Labels	2/27/23
5	Mailing List	2/27/23
6	Title Insurance	9/19/22
7	Narrative	2/24/23
8	Pre-Application Meeting Notes	11/17/22
9	Site Plan	2/27/23
10	Setbacks	2/27/23
11	Incomplete Review Letter	3/22/23
12	Complete Review Letter	4/5/23
13	Notice of Application and Public Hearing	5/11/23