

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

LeAnne Bremer
Miller Nash Graham & Dunn LLP
500 Broadway Suite 400
Vancouver, WA 98660

Grantor : Felida Rose, LLC
Grantee : City of La Center, Washington
Abbreviated Legal : SEC 33 T5N R1E WM
Assessor's Tax Parcel Nos. : 258636-000; 258644-000; 258702-000; 258704-000;
258727-000; 258763-000

AMENDMENT TO DEVELOPMENT AGREEMENT

Effective Date: _____, 2020

Parties: Felida Rose, LLC, a Washington limited liability company
(Owner);

and

The City of La Center, a Washington municipal corporation
(City)

RECITALS

1. **WHEREAS**, on December 18, 2006, the City's Hearings Examiner approved a preliminary subdivision plat for the development of six tax parcels (Tax Parcels 258636-000; 258644-000; 258702-000; 258704-000; 258727-000; 258763-000) known as Highland Terrace, under City File No. 2006-019-SUB; and
2. **WHEREAS**, as a subdivision approved before December 31, 2007, RCW 58.17.140 requires approval of a final compliant plat for Highland Terrace within 10 years of the date of

preliminary plat approval if the project is not subject to the Shoreline Management Act (RCW chapter 90.58); and

3. **WHEREAS**, the City previously granted a one-year extension of the Highland Terrace preliminary plat extending it from December 18, 2016 to December 18, 2017, pursuant to authority in LCMC 18.210.050(3); and
4. **WHEREAS**, on November 15, 2017 the City approved Resolution 17-427 approving a Development Agreement recorded on November 20, 2017, under Clark County Auditor's File No. 5464098 which granted a three-year extension of the Highland Terrace plat from December 18, 2017 to December 18, 2020; and
5. **WHEREAS**, the preliminary plat approval will expire on December 18, 2020 unless extended; and
6. **WHEREAS**, the City is amenable to extending the preliminary plat approval for two years upon approval by City Council after a public hearing; and
7. **WHEREAS**, under LMC 18.60.020 and .030, the City may enter into a development agreement and attach thereto any terms or conditions deemed necessary and appropriate by the City. The City may vary or modify any development standard or regulation applicable to a development through a development agreement without the necessity of a separate variance application or approval, but only by specific reference in the agreement. Development standards and regulations eligible for such modifications include timing, phasing and procedural requirements; and
8. **WHEREAS**, the location of the intersection of NW 14th Avenue and NW Pacific Highway was required to align with Larsen Road per condition of approval number 5 of 2006-019-SUB and has been evaluated to meet safety standards during peak period traffic conditions in the report completed by Charbonneau Engineering dated July 21, 2020 and as verified by the City Engineer; and
9. **WHEREAS**, the approval of the preliminary plat should be modified to require compliance with the current provisions of chapter 18.282 LCMC Outdoor Lighting; and chapter 18.350 Tree Protection and Felida Rose, LLC is agreeable to compliance with these requirements; and
10. **WHEREAS**, the City finds that it is in its best interest to grant a second extension of preliminary plat approval because the relevant facts and the law have not changed substantially since the original approval, and the preliminary plat can comply with additional code requirements in effect as of the date of this Amendment, and be subject to certain additional and/or modified conditions of approval

NOW, THEREFORE, the Parties agree as follows:

1. **Extension of Preliminary Plat Approval.** The Parties agree that the term of preliminary plat approval for the Plat is extended to December 31, 2021, by which time, Owner must file an AMENDMENT TO DEVELOPMENT AGREEMENT - 2

application for final Plat approval with the City. This provision specifically modifies LCMC 18.210.050 (Expiration and extension of preliminary plat approval). The City acknowledges and agrees that the final Plat may be approved and recorded in one or more Phases, up to five Phases.

2. **Modification of Preliminary plat Approval.** The approval of the preliminary plat is hereby modified to require compliance with the current provisions of chapter 18.282 LCMC Outdoor Lighting, and chapter 18.350 LCMC Tree Protection.

3. **Parks and open Space.** The 2017 Development Agreement requires the compliance with chapter 18.147 LCMC Parks and Open Space and requires the provision of a Park described in that Development Agreement. To ensure compliance, the following items need to be included in the final plat:

- Although the Park does not meet the requirement to have 40% public road frontage, it may meet this standard by having a publicly dedicated pedestrian path to assure free and open public accessibility with a minimum 20-foot width;
- Although the Park lot itself does not meet the minimum size requirement of LCMC 18.147.030, when considered together with the adjacent open space and buffer area, the Park is determined to meet the intent of LCMC 18.147.030 and the parks plan;
- To meet the 75% improved active use area and open space requirement, 10,530 square feet of the Park lot shall be improved;
- The Park design needs to include trash receptacles and bike racks at the ratios required by LCMC 18.147.030(1)(b)(viii);
- The fields and grassy areas within the usable active play areas and open space of the Park shall be irrigated. The unusable, inactive areas of the Park, such as the planting beds, shall be vegetated and planted with drought-tolerant native shrubs and grasses so that irrigation is not necessary (LCMC 18.147.030(1)(b)(ix) requiring irrigation for these areas is specifically modified in this Amendment);
- The Park shall be fenced or have a vegetative barrier abutting residential lots in compliance with LCMC 18.147.030(1)(b)(x);
- The Park shall contain lighting in accordance with LCMC 18.147.030(1)(b)(xi); and
- The final plat must dedicate the Park and trails to the City or grant a perpetual public easement over these areas.

4. **Amendatory.** All other provisions of the Development Agreement remain in full force and effect except as otherwise modified by this Amendment.

5. **Public Hearing.** The La Center City Council has approved execution of this Amendment to the Development Agreement by ordinance after a public hearing.

Signatures on following page

Dated this ____ day of _____, 2020

CITY OF LA CENTER, WASHINGTON,
a Washington Municipal Corporation

By: _____
GREG THORNTON, MAYOR

FELIDA ROSE, LLC

By: _____
CHRIS SUNDSTROM, MANAGING MEMBER

Approved as to form:

E. Bronson Potter, City Attorney

Attest:

City Clerk

STATE OF WASHINGTON)
 : ss.
County of Clark)

I certify that Chris Sundstrom appeared personally before me and that I know or have satisfactory evidence that he signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the Managing Member of Felida Rose, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Notary Public
Residing in _____
My Appointment Expires: _____

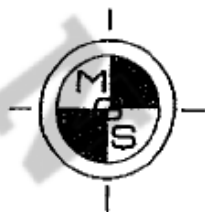
STATE OF WASHINGTON)
 : ss.
County of Clark)

I certify that Greg Thornton appeared personally before me and that I know or have satisfactory evidence that he signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the Mayor of the City of La Center, Washington to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Notary Public
Residing in: _____
My Appointment Expires: _____

**EXHIBIT A
LEGAL DESCRIPTION**



**MINISTER-GLAESER
SURVEYING INC.**

(360) 694-3313
FAX (360) 694-8410
2200 E. EVERGREEN
VANCOUVER, WA 98661

May 4, 2006

EXHIBIT "A"

That parcel of land located in a portion of the Southeast quarter of Section 33, Township 5 North, Range 1 East, Willamette Meridian, Clark County, Washington, described as follows;

Beginning at the Southeast corner of said Southeast quarter;

Thence North $02^{\circ}18'53''$ East, along the East line of said Southeast quarter for a distance of 944.32 feet to the North line that certain parcel of land conveyed to Glen O. Chambers by deed recorded under Auditor's File No. 3150819, records of Clark County, Washington;

Thence North $87^{\circ}41'07''$ West, along the North line of said Chambers parcel for a distance of 525.28 feet to the East line of that certain parcel of land conveyed to Joellen Solias by deed recorded under Auditor's File No 3820770, records of Clark County, Washington and being the TRUE POINT OF BEGINNING:

Thence North $02^{\circ}09'27''$ East, along the East line of said Solias parcel for a distance of 416.32 feet to the Northeast corner thereof;

Thence North $88^{\circ}42'05''$ West, along the North line of said Solias parcel for a distance of 401.51 feet;

Thence North $02^{\circ}00'02''$ East, along said Solias parcel for a distance of 131.13 feet;

Thence North $88^{\circ}42'05''$ West, along said Solias parcel for a distance of 124.99 feet to the East line of that certain parcel of land conveyed to Helen I. Pierce by deed recorded under Auditor's File No 3416934, records of Clark County, Washington;

Thence North $02^{\circ}00'02''$ East, along the East line of said Pierce parcel and along the East line of that certain parcel of land conveyed to 14th Avenue Trust by deed recorded under Auditor's File No 3787114, records of Clark County, Washington, for a distance of 1129.26 feet to the Southerly Right-of-Way line of NW Bolen St.;

Thence North 88°42'05" West, along the Southerly Right-of-Way line of said NW Bolen St. for a distance of 601.94 feet to the West line of that certain parcel of land conveyed to Richard H. Tillitt et ux by deed recorded under Auditor's File No. 9105140039, records of Clark County, Washington;

Thence South 02°00'02" West, along the West line of said Tillitt parcel for a distance of 1056.87 feet to the Northerly Right-of-Way line of NW Pacific Highway;

Thence Southeasterly along the Northerly Right-of-Way line of said N.W. Pacific Highway to the Southern most corner of said Solias parcel;

Thence North 41°42'37" East, along the Southeasterly line of said Solias parcel for a distance of 289.70 feet to an angle point thereof;

Thence South 87°41'07" East, along the Southerly line of said Solias parcel for a distance of 151.22 feet to the TRUE POINT OF BEGINNING;

Containing 25.91 acres more or less.

Together with and subject to easements, reservations, covenants and restrictions apparent or of record.

