

# MILLER | NASH

LIMITED LIABILITY PARTNERSHIP | ATTORNEYS AT LAW

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Andrew H. Salter  
salter@millernash.com

July 12, 2000

Mr. Karl Anuta  
Sokol & Anuta  
735 S.W. First Avenue  
Portland, OR 97204

Mr. Roger D. Knapp  
City of Camas  
616 NE 4th Avenue  
P.O. Box 1055  
Camas, WA 98607

Mr. Edwin Perry  
Tonkon Torp  
1600 Pioneer Tower  
888 S.W. Fifth Avenue  
Portland, OR 97204-2099

Mr. Steven Thiele  
Assistant Attorney General  
Department of Ecology  
P.O. Box 40117  
Olympia, WA 98504-0117

Subject: CCCIA v. Vanport Manufacturing, et al.

Gentlemen;

Enclosed is one fully-executed original of the Settlement Agreement and Release of All Claims, as well as a copy of the Stipulation for and Order of Dismissal and my transmittal letter to the Shoreline Hearings Board. I will forward you a conformed copy of the dismissal when I receive it from the SHB.

Thank you for your cooperation in resolving in this matter. Please call if you have any questions.

Very truly yours,



Andrew H. Salter

cc w/o enc: Vanport Manufacturing, Inc.

## SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This settlement agreement and release of all claims ("Agreement") is made and entered into by and between the parties, Clark County Citizens in Action, and each of its former and current affiliated entities, successors, assigns, officers, directors, agents, and representatives (including, but not limited to, Citizens to Save Lacamas Lake) (collectively "CCCIA"); Vanport Manufacturing, Inc., and each of its former and current affiliated entities, successors, assigns, officers, directors, agents, representatives, and employees (collectively "Vanport"); the City of Camas, and each of its former and current divisions, officials, representatives, and employees (collectively "the City"); the Washington State Department of Ecology ("Ecology"); and Certain Property Owners in Lacamas Shores, including, but not limited to, all current owners of properties that abut the Conservancy Zone (defined below) (collectively the "Property Owners").

### RECITALS

WHEREAS, Vanport is the developer of a housing subdivision known as Lacamas Shores, located adjacent to Lacamas Lake, in Camas, Washington; and

WHEREAS, on or about June 15, 1988, the City issued Vanport a Shoreline Substantial Development/Conditional Use Permit for Lacamas Shores. This permit was appealed to the Washington State Shorelines Hearings Board ("SHB") by Citizens to Save Lacamas Lake. The appeal was resolved in August 1988 in an Agreed Order of Remand entered into by Vanport, the City, Ecology, and Citizens to Save Lacamas Lake. Thereafter, on or about September 20, 1988, the City issued Vanport a Shoreline Substantial Development/Conditional Use Permit ("Original Permit") for Lacamas Shores; and

WHEREAS, the Original Permit required Vanport, among other things, to deed property to the City along the shoreline of Lacamas Lake (the "Conservancy Zone"), to construct a biofilter storm water drainage system, and to slightly reconfigure the development; and

WHEREAS, Vanport commenced construction of the development and deeded the Conservancy Zone to Camas. Conveyance of the Conservancy Zone was accomplished by three Deeds of Dedication which specifically reserved view easements for Vanport or its assigns "for the free and uninterrupted access and enjoyment of light and view over and across the Conservancy Zone" (the "view easements"); and

WHEREAS, disputes arose between the parties concerning, among other issues, the width of the Conservancy Zone and the view easements; and

WHEREAS, to resolve these disputes, Vanport subsequently applied to the City for a Revised Shoreline Substantial Development/Conditional Use Permit for Lacamas Shores ("Revised Permit"). On or about September 15, 1993, the City approved the Revised Permit with certain conditions, which included, among other things, a viewshed management plan to set explicit guidelines for the maintenance of the view easements over the Conservancy Zone, and to place limitations on allowable view corridors. Ecology subsequently approved the Revised Permit and added an additional condition; and

WHEREAS, CCCIA filed an appeal of the Revised Permit captioned CCCIA v. Vanport, et al., SHB Case No. 93-71 (hereinafter referred to as "the litigation"), in which CCCIA challenged certain aspects of the Revised Permit and the Lacamas Shores development. At various times, the litigation has also been pending before the Thurston County Superior Court, the Washington State Court of Appeals, Division II, and the Supreme Court of Washington; and

WHEREAS, the SHB ordered *sua sponte* the joinder of a purported "class" of homeowners with lots adjoining the Conservancy Zone and required that the homeowners choose a volunteer to serve as representative. The Property Owners have consistently challenged the legal and procedural propriety of the SHB order creating the purported "class," but have attempted to participate in the litigation in good faith. A list of the current owners of said lots is attached as Exhibit 1; and

WHEREAS, the parties desire to settle the litigation, including, without limitation, all disputes arising out of or in any way relating to the litigation, the Original Permit, the Revised Permit, and/or the Lacamas Shores development; and

WHEREAS, the parties have agreed, acknowledged, and declared that this Agreement is entered into in good faith and for no collusive purpose.

#### TERMS OF AGREEMENT

THEREFORE, in consideration of the mutual promises and covenants set forth below, the parties agree as follows:

1. This Agreement is entered into by and between the parties in compromise and settlement of disputed claims, and nothing contained herein shall in any way be construed as an admission of liability or wrongful acts by any party, each of whom expressly denies the claims of the other parties.
2. Each party hereby irrevocably releases and forever discharges each other party from any and all actions, causes of action, claims, or demands, whether known or unknown, fixed or contingent, based upon or in any way related to the litigation, the Original Permit, the Revised Permit, and/or the Lacamas Shores development.

3. Upon execution of this agreement by all parties, a Stipulation for and Order of Dismissal, in the form attached hereto as Exhibit 2, shall be immediately filed with the SHB, dismissing the litigation with prejudice and without costs.

4. Upon execution of this agreement by all parties, the Revised Permit, as conditioned by the City and Ecology, and as further modified by this Agreement, shall become immediately effective and shall be deemed to be within the scope and intent of the Original Permit.

5. Vanport shall cause markers to be installed along the property lines of each property abutting the Conservancy Zone to designate a point along that property line at a distance of one hundred (100) feet from the shoreline of Lacamas Lake. These markers shall be installed within six (6) months of the date all parties shall have signed this agreement (the "effective date"). These markers shall be iron rods, installed flush with the ground, and shall have aluminum caps stamped "Cons. Zone."

6. The Viewshed Plan, dated June 1993, which was approved by and incorporated in the Revised Permit, and the conditions of approval of the Revised Permit as they relate to the view easements and vegetation management, as approved by the City and Ecology in September and October 1993 (the "Viewshed Plan"), shall be distributed to each of the current owners of properties that abut the Conservancy Zone, in a form as attached as Exhibit 3. Current owners shall be instructed to provide a copy of this document to any subsequent purchaser.

7. To administer the Viewshed Plan, each homeowner shall (a) meet with the City on his/her property, (b) designate a primary and secondary viewshed for their property, (c) those viewsheds shall be described in words and photographed, and (d) a written record of those designations shall be provided to the homeowner and maintained in a file by the City for

each property. For properties on which homes have already been constructed, these designations shall be made within six (6) months of the effective date of this agreement. For properties on which homes have not yet been constructed, these designations shall be made within six (6) months of the completion of construction. Any cutting of vegetation to create or preserve viewsheds shall be administered as set forth in the Viewshed Plan.

8. Vegetation shall be planted in the Conservancy Zone at Vanport's expense, in an amount not to exceed \$6,000 in labor and materials. The types and locations of these plantings shall be approved by the City. Vanport shall also solicit input from CCCIA and the individual homeowners closest to the proposed plantings concerning their location. The September 15, 1993, Approved Species List in the conditions of approval of the Revised Permit shall be modified as follows: No. 8, "prunus sp." shall be changed to "prunus serluta"; No. 10, "salix sp." shall be from the Lacamas watershed; and No. 21, "Oregon Oak-Quercus Garryana 2-3'," shall be added.

9. Vanport shall install in the Conservancy Zone, at its own expense, a marker/monument in a form and with text to be approved by all parties, to recognize the efforts of CCCIA in preserving the Conservancy Zone. This marker/monument shall be installed within one (1) year of the effective date of this agreement. The cost of creating and installing this marker/monument shall not exceed \$1,000.

10. Vanport shall pay CCCIA the sum of \$4,000 to reimburse it for expenses it has incurred in the litigation. CCCIA shall provide Vanport with itemized invoices or billings to verify these expenses.

11. Upon execution of this agreement, a press release in the form attached as Exhibit 4 shall be jointly issued. The parties shall restrict their public comments about the

litigation, the Original Permit, the Revised Permit, and the Lacamas Shores development, to the terms of that press release.

12. This Agreement shall be interpreted in accordance with the laws of the State of Washington. Venue for any action brought to enforce or interpret this Agreement shall lie exclusively in Thurston County Superior Court, State of Washington.

13. Each of the parties has participated in the preparation of this Agreement, and for purposes of the principles of the law governing construction of the terms of this Agreement, no party shall be deemed to be the drafter of this Agreement. This Agreement contains the entire and final understanding of the parties with regard to the matters herein contained. This Agreement supercedes any and all prior agreements, understandings, and representations of the parties, express or implied, oral or written, related to the subject matter hereof. This Agreement may only be modified, amended, or altered by an instrument in writing mutually signed by the parties. The undersigneds warrant that no promise or inducement has been offered except as herein set forth. This Agreement is freely and voluntarily entered into without any duress or coercion. Each of the undersigneds has read and fully understands this Agreement and specifically acknowledges that their legal counsel has reviewed and approved this Agreement.

14. The parties agree to cooperate fully and to execute all documentation that may be necessary to implement the terms of this Agreement.

15. Except as provided herein with respect to the Property Owners, each of the individuals signing this Agreement on behalf of a party warrants that he or she has the authority to sign this Agreement and thereby to bind the party on whose behalf he or she signs. This Agreement is binding on the parties hereto and their respective successors, heirs, legal

representatives, and assigns. As to the Property Owners, the current volunteer representative warrants by his signature that he in good faith believes the settlement terms herein to reflect the consensus of the Property Owners and his own best judgment.

WE HAVE COMPLETELY READ THIS SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS AND FULLY UNDERSTAND AND VOLUNTARILY ACCEPT IT FOR THE PURPOSE OF FINAL RESOLUTION AND SETTLEMENT OF THE MATTERS SET FORTH HEREIN. WE EXPRESSLY WAIVE ANY CLAIM THAT THIS RELEASE IS NOT FAIRLY AND KNOWINGLY MADE.

CLARK COUNTY CITIZENS IN ACTION.

By: *Thomas McManus*  
Its: *Chairman C.C.I.A.*  
Date: *May 20 00*

THE CITY OF CAMAS

By: *[Signature]*  
Its: *Mayor*  
Date: *6/13/00*

CERTAIN PROPERTY OWNERS IN LACAMAS SHORES

By: *R. Walfield*  
Its: *Volunteer Representative*  
Date: *6/9/00*

VANPORT MANUFACTURING, INC.

By: *Tom Gregor*  
Its: *V.P. Real Estate*  
Date: *6/9/00*

WASHINGTON STATE DEPARTMENT OF ECOLOGY

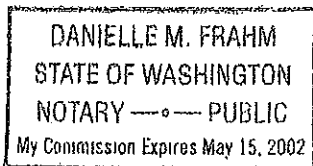
By: *Jane Blomstrom*  
Its: *SEA Section Mgr.*  
Date: *7/7/00*



State of Washington )  
 )  
County of Clark ) ss.

On this 20 day of May, 2000, before me personally appeared Thomas McConally, to me known to be the Chairman of CLARK COUNTY CITIZENS IN ACTION, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he/she/they was/were authorized to execute said instrument on behalf of CLARK COUNTY CITIZENS IN ACTION.

Dated: 5/20, 2000.

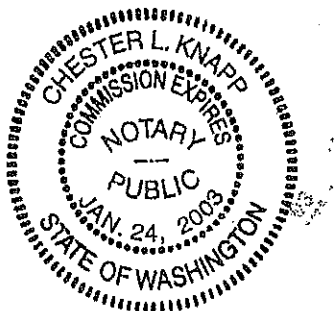


[Signature]  
Notary Public for Washington  
Danielle Frahm  
(Printed or Stamped Name of Notary)  
Residing at Clark Co  
My appointment expires: 5/15/2002

State of Washington )  
 )  
County of Clark ) ss.

On this 9 day of June, 2000, before me personally appeared Tom Shipley, to me known to be the V.P. of Real Estate of VANPORT MANUFACTURING, INC., that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she/they was/were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

Dated: June 9, 2000.

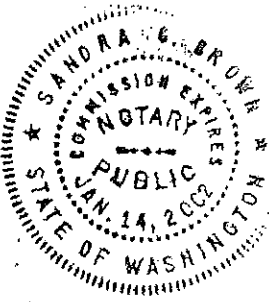


[Signature]  
Notary Public for Washington  
Chester Knapp  
(Printed or Stamped Name of Notary)  
Residing at Clark County  
My appointment expires: 1/24/03

State of Washington )  
 ) ss.  
County of Clark )

On this 13 day of June, 2000, before me personally appeared Dean Dassetz, to me known to be the Mayor of THE CITY OF CAMAS, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she/they was/were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

Dated: 6/13, 2000.



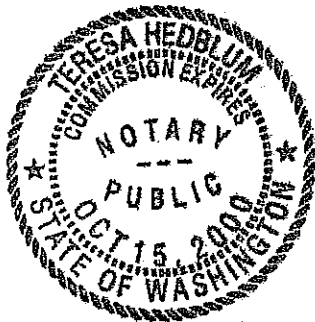
Sandra G. Brown  
Notary Public for Washington

Sandra G. Brown  
(Printed or Stamped Name of Notary)  
Residing at Camas  
My appointment expires: 1-14-02

State of Washington )  
 ) ss.  
County of Thurston )

On this 7<sup>th</sup> day of July, 2000, before me personally appeared Gale Blomstrom, to me known to be the SEA Section Mgr of WASHINGTON STATE DEPARTMENT OF ECOLOGY, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he/she/they was/were authorized to execute said instrument on behalf of WASHINGTON STATE DEPARTMENT OF ECOLOGY.

Dated: July 7<sup>th</sup>, 2000.



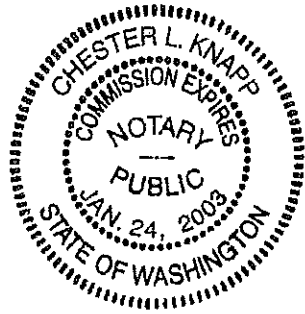
Teresa Hedblum  
Notary Public for Washington

Teresa Hedblum  
(Printed or Stamped Name of Notary)  
Residing at Thurston County  
My appointment expires: Oct. 15, 2000

State of Washington )  
County of Clark ) ss.

On this 9<sup>th</sup> day of June, 2000, before me personally appeared R.A. Wakefield, to me known to be the representative of CERTAIN PROPERTY OWNERS IN LACAMAS SHORES, that executed the within and foregoing instrument.

Dated: June 6, 2000.



Chester

Notary Public for Washington

Chester Knapp

(Printed or Stamped Name of Notary)

Residing at Clark County

My appointment expires: 1/24/03

EXHIBIT 1

Tom and Betty Shipler  
Craig Byrd  
John and Nancy Reiley  
Andrew and Jennifer Thornton  
Mrs. Emma Schmid  
Tom and Mary Morrell  
Glen and Heide Patterson  
Tim and Cathy Tran  
Rick and Joan Collins  
Ken and Ellen McCoun  
Glenn and Harriet Dowers, Sr.  
Juhani and Satu Mikkola  
Karen Stanley  
Ben and Shar Rowshan  
Jack and Liz Winter  
Michael and Christine Convey  
Tim and Carol Keljo  
Bob and Cindy Wakefield  
Jai and Kim Cho  
Byron and Char Liske  
Richard and Loretta Leble  
James and Jeaneen Morris  
Michael and Shelli Brown  
Tim and Pam Tate  
Roger and Joan Ryan

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BEFORE THE  
SHORELINES HEARINGS BOARD  
STATE OF WASHINGTON

CLARK COUNTY CITIZENS IN ACTION,  
  
Appellant,  
  
v.  
  
VANPORT MANUFACTURING, INC.;  
CITY OF CAMAS; STATE OF  
WASHINGTON, DEPARTMENT OF  
ECOLOGY; and CERTAIN PROPERTY  
OWNERS IN LACAMAS SHORES  
SUBDIVISION, CAMAS,  
  
Respondents.

Case No. SHB No. 93-71  
(1999 REMAND)

STIPULATION FOR AND ORDER OF  
DISMISSAL

STIPULATION

The parties hereto, by and through their attorneys of record, hereby stipulate that  
the above-captioned matter shall be dismissed with prejudice and without costs.

SOKOL & ANUTA, P.C.

MILLER NASH LLP

\_\_\_\_\_  
Karl G. Anuta, WSB No. 21346

\_\_\_\_\_  
Andrew H. Salter, WSB No. 11954

Attorneys for Appellant

Attorneys for Vanport Manufacturing, Inc.

DATED: \_\_\_\_\_, 2000

DATED: \_\_\_\_\_, 2000

1 CITY OF CAMAS

CHRISTINE GREGOIRE  
ATTORNEY GENERAL OF WASHINGTON

2  
3  
4 Roger Knapp, WSB No. 6851

Mr. Steven Thiele, WSB No. 20275  
Assistant Attorney General

5 Attorney for City of Camas

Attorney for Washington State Department  
of Ecology

6 DATED: \_\_\_\_\_, 2000

7 DATED: \_\_\_\_\_, 2000

8 TONKON TORP LLP

9  
10 Edwin C. Perry, WSB No. 15082

11 Attorney for Property Owners

12 DATED: \_\_\_\_\_, 2000

13  
14 ORDER OF DISMISSAL

15 Based upon the foregoing stipulation, it is hereby

16 ORDERED, ADJUDGED, AND DECREED that this case shall be dismissed

17 with prejudice and without costs.

18 DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

19  
20 \_\_\_\_\_  
21 Phyllis K. Macleod  
22 Administrative Appeals Judge  
23  
24  
25  
26

1 APPROVED AS TO FORM;  
2 NOTICE OF PRESENTATION WAIVED:

3 SOKOL & ANUTA, P.C.

4 \_\_\_\_\_  
5 Karl G. Anuta, WSB No. 21346

6 Attorneys for Appellant

7 MILLER NASH LLP

8 \_\_\_\_\_  
9 Andrew H. Salter, WSB No. 11954

10 Attorneys for Vanport Manufacturing, Inc.

11 CITY OF CAMAS

12 \_\_\_\_\_  
13 Roger Knapp, WSB No. 6851

14 Attorney for City of Camas

15 CHRISTINE GREGOIRE  
16 ATTORNEY GENERAL OF WASHINGTON

17 \_\_\_\_\_  
18 Mr. Steven Thiele, WSB No. 20275  
Assistant Attorney General

19 Attorney for Washington State Department  
20 of Ecology

21 TONKON TORP LLP

22 \_\_\_\_\_  
23 Edwin C. Perry, WSB No. 15082

24 Attorney for Property Owners

25  
26  
STIPULATION FOR AND ORDER OF DISMISSAL - 3  
SEADOCS:37846.1

# Viewshed Plan

## Conservancy Zone Lacamas Shores

Camas, Washington

Prepared by:

J. D. Walsh & Associates, Inc.  
Landscape Architecture • Planning  
1924 Broadway Street  
Vancouver, Washington, 97663

June 1993



## **Background**

Lacamas Shores is an 86 acre planned residential neighborhood located on the south slopes of Lacamas Lake in Camas, Washington. (See figures 1 and 2).

As part of the overall plan, a conservancy zone paralleling the south shoreline was established. (See figure 2, Site Map). The intent was to preserve the natural character of the south shoreline while allowing public access by way of the Lacamas Heritage Trail for the purpose of recreational opportunities. In addition, it was the specific intent that view lots fronting onto the south edge of the conservancy zone be allowed to establish and preserve viewsheds consistent with appropriate care and management of the natural elements of the conservancy zone.

It is the general goal of the Viewshed Plan to provide guidelines for the establishment and management of viewsheds within the Lacamas Shores Conservancy Zone.

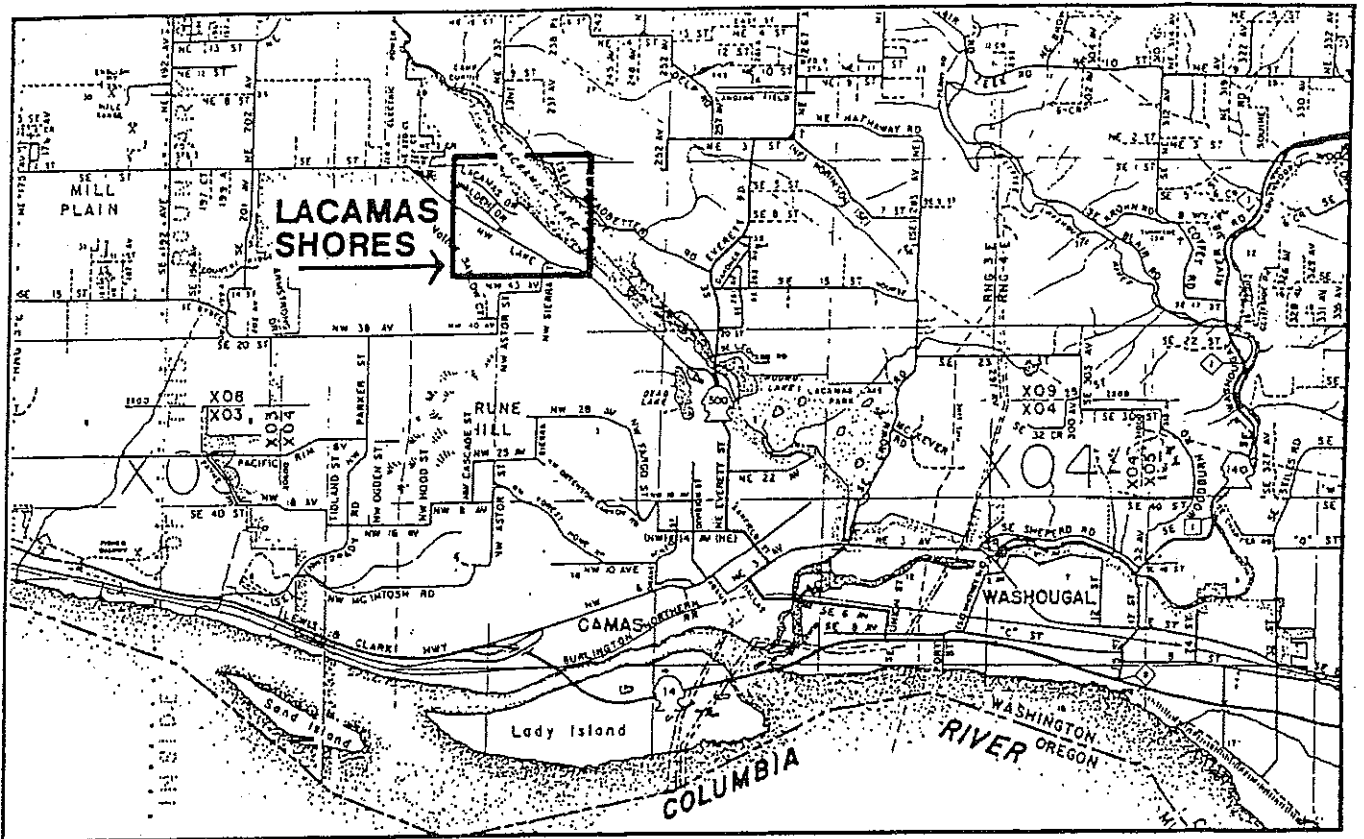


FIGURE 1

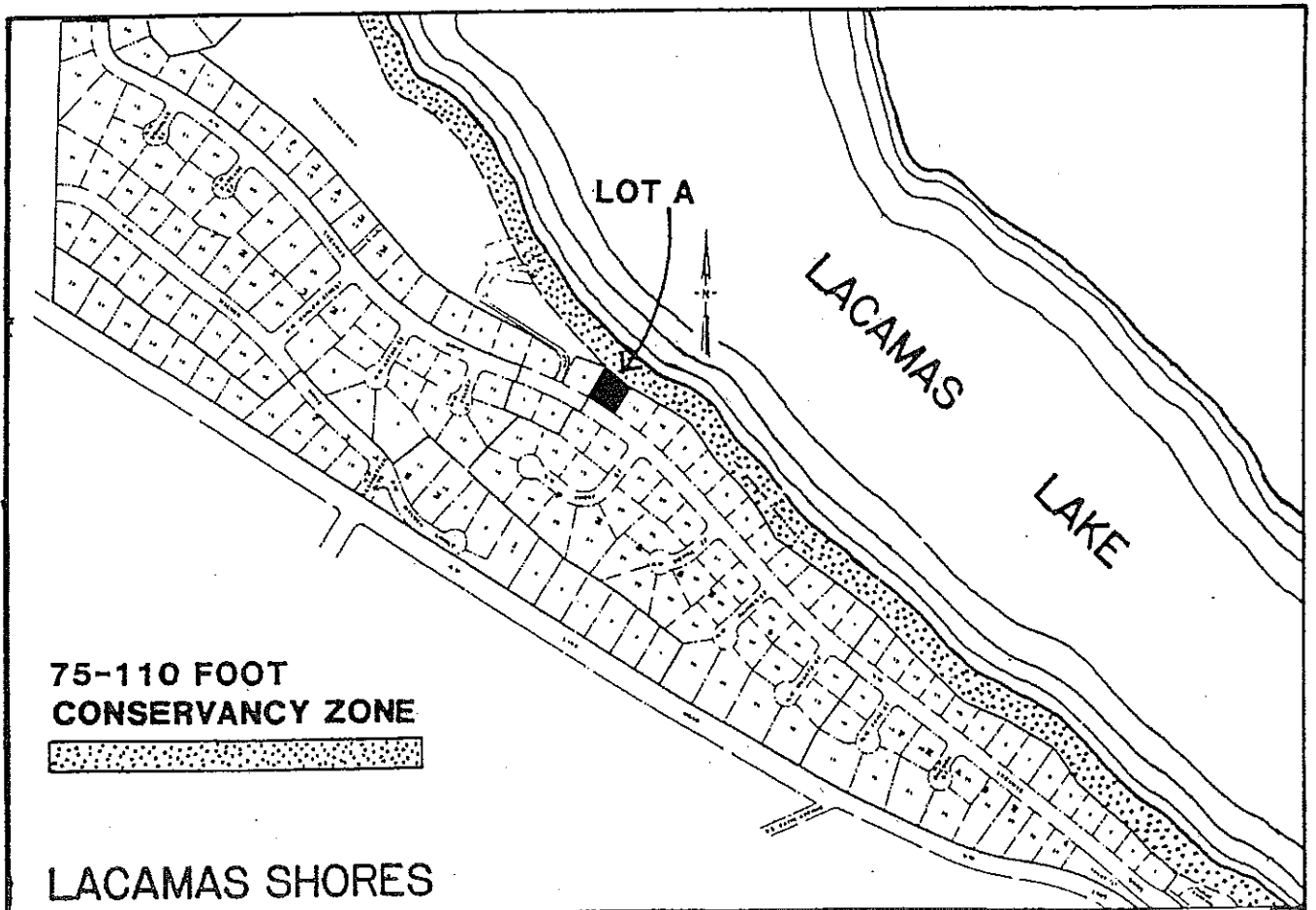


FIGURE 2

## Conservancy Zone

### Topography

The conservancy zone is a continuous linear strip of property stretching south approximately 75 to 110 feet from the ordinary high water line of Lacamas Lake. The eastern portion of the zone is steeply sloping, with a grade drop of approximately sixty feet from the top of the bank to the shoreline. In this area, the housing lots are immediately adjacent to the conservancy zone and in some cases, the steep slope continues some distance onto the northern portion of the lots.

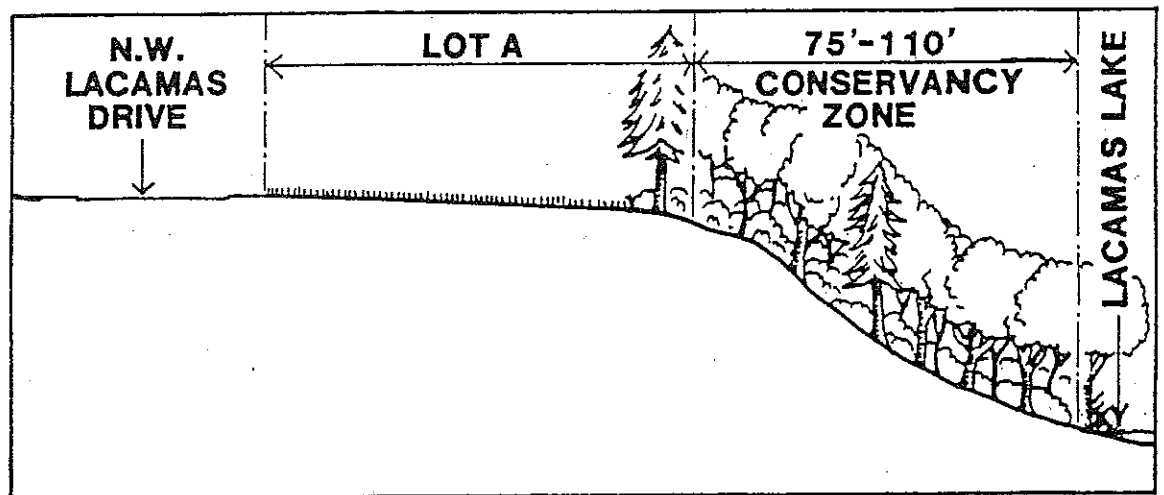
### Vegetation

The existing vegetation within the Conservancy Zone is typical of Northwest riparian areas. There is a mix of deciduous and coniferous tree cover with openings of larger scale understory shrubs and of smaller scale trees. The north facing slope provides a shady, moist microclimate which promotes the growth of species favoring this type of environment. A partial listing of materials is included in the appendix. ( See Exhibit B )

## View Lots

### Lot Type A

The lots with viewshed requirements are labeled Typical Lot A and noted in figure 5. These lots are immediately adjacent to the conservancy zone. A typical lot relationship to the zone is similar to the section illustrated in figure 3 below. Lots in this category are noted in figure 4.



SECTION (1" = 50')

FIGURE 3

## Viewshed Definition

In order to establish a viewshed plan, it is important to define the nature and quality of specific view opportunities and to quantify the minimum obligations and expectations of the property owner. It should first be noted that the views afforded by different lots vary considerably. In general, type A lots have filtered views through existing conservancy zone vegetation that is growing immediately in the foreground of their view frame. (See figure 3.)

Depending on the lot location, this existing vegetation currently varies from a few scattered trees and no understory materials to a virtually solid screen of vegetation. The view potential from this type of lot is illustrated in figure 5. The views are noted as primary or secondary in nature and represent a typical condition. The view potential from various lots will vary but the minimal expectation of a property owner would be to establish and maintain one primary view and one secondary view. The primary view should be unobstructed. Secondary views would be obscured up to 30% by trees. It should be noted that the secondary views of Mt. Hood are not possible to attain from every lot due to topography and the presence of neighboring buildings.

## Typical Lot Conditions

In order to illustrate typical view conditions and measures for establishing and maintaining views, a typical lot was selected. (See figure 4 for location.) The plan and section, shown in figures 6 and 7, illustrate the existing conditions and the relationship of topography and vegetation. In the subsequent illustrations, photographs of the view from the lot have been modified to illustrate the concept of establishing primary and secondary views. Although varying from lot to lot, the concept will remain similar to the illustrated views. This condition represents the minimal expectation of the property owner.

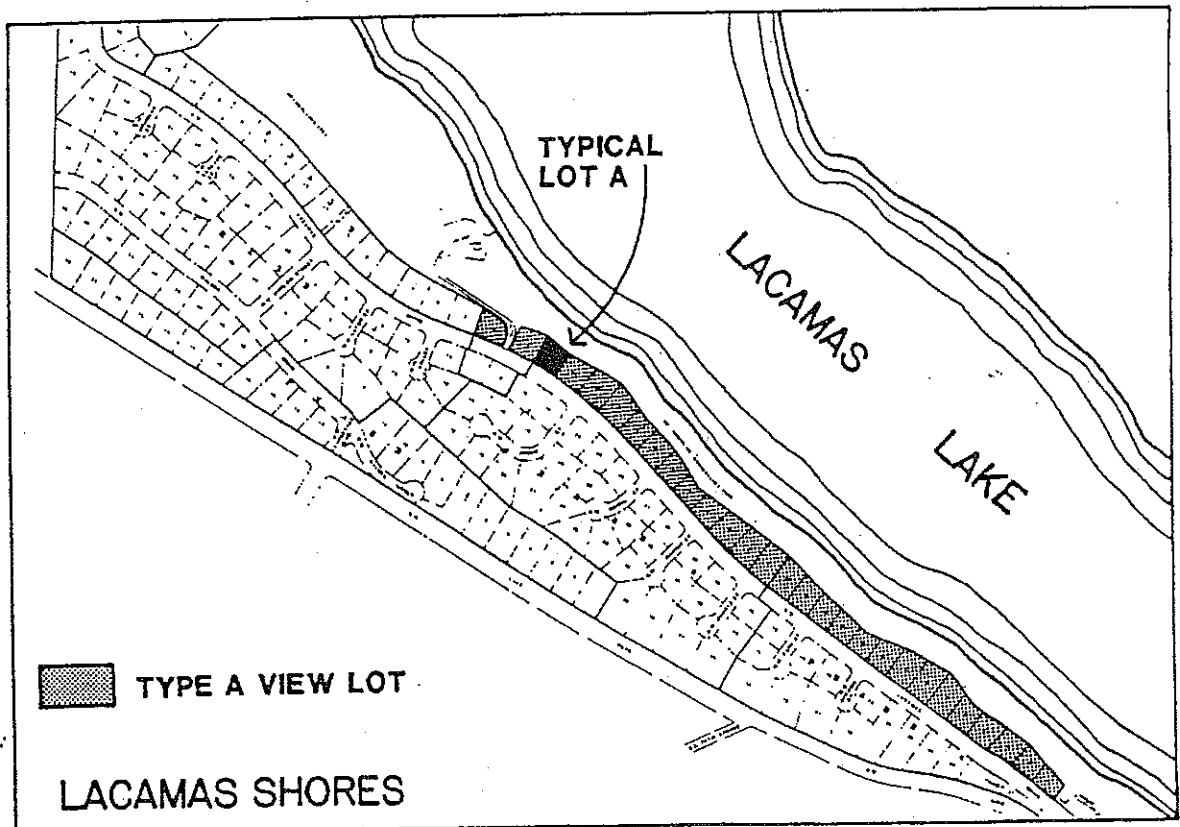
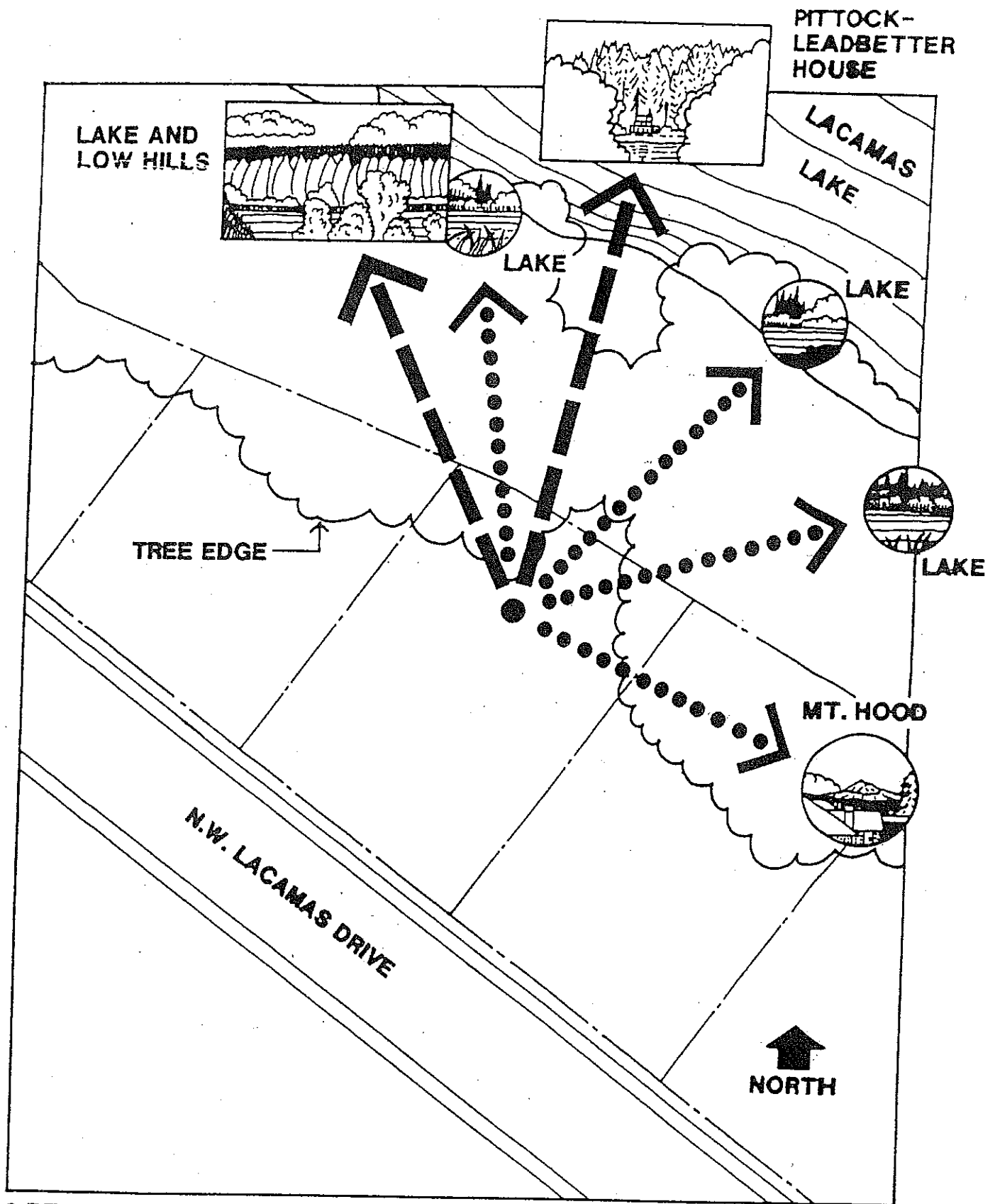
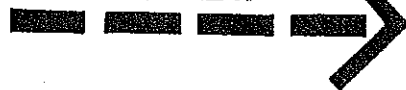


FIGURE 4

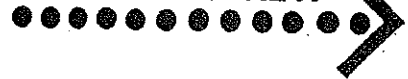


OPTIONAL VIEWS  
FIGURE 5

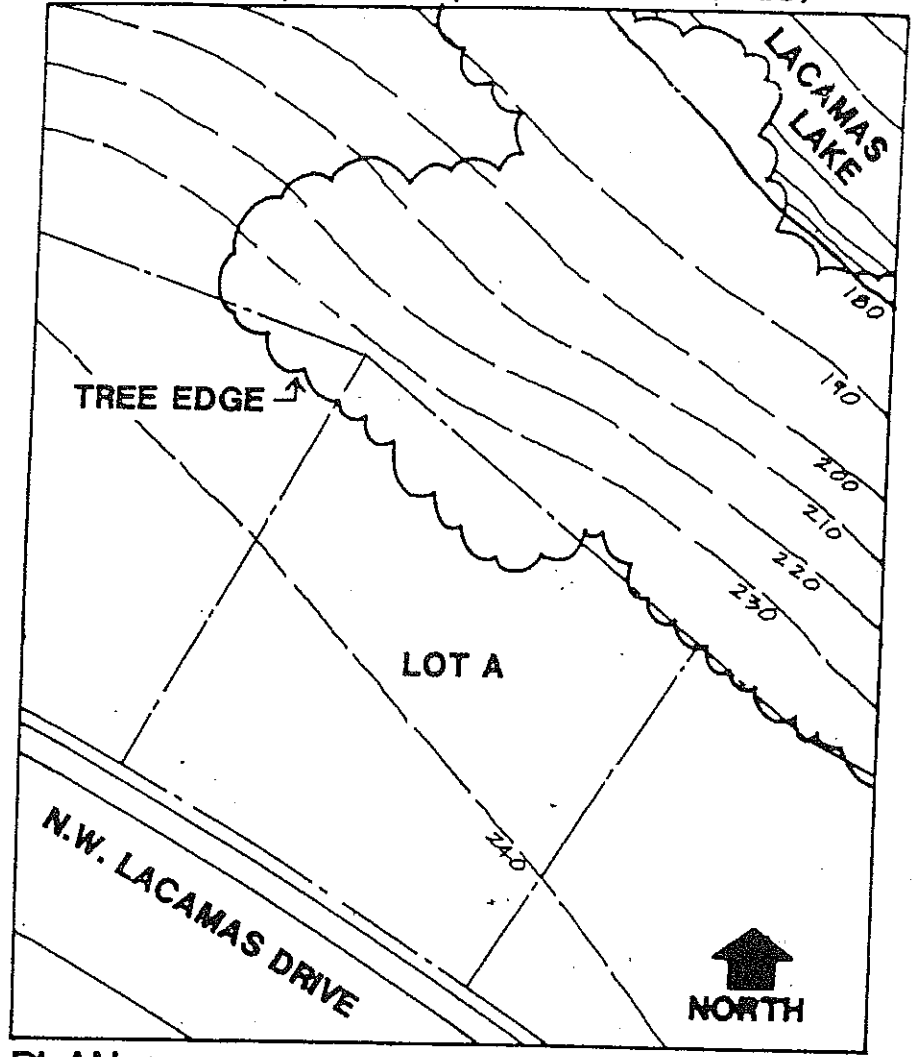
PRIMARY VIEW



SECONDARY VIEW

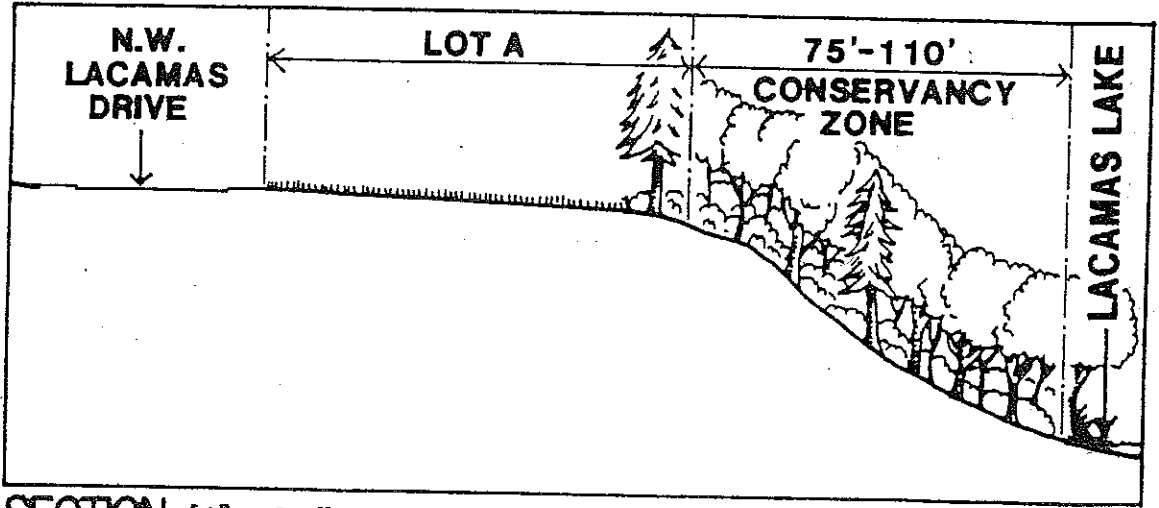


TYPICAL LOT A  
(LOT 12, PHASE 5, LACAMAS SHORES)



PLAN (1" = 50')  
FIGURE 6

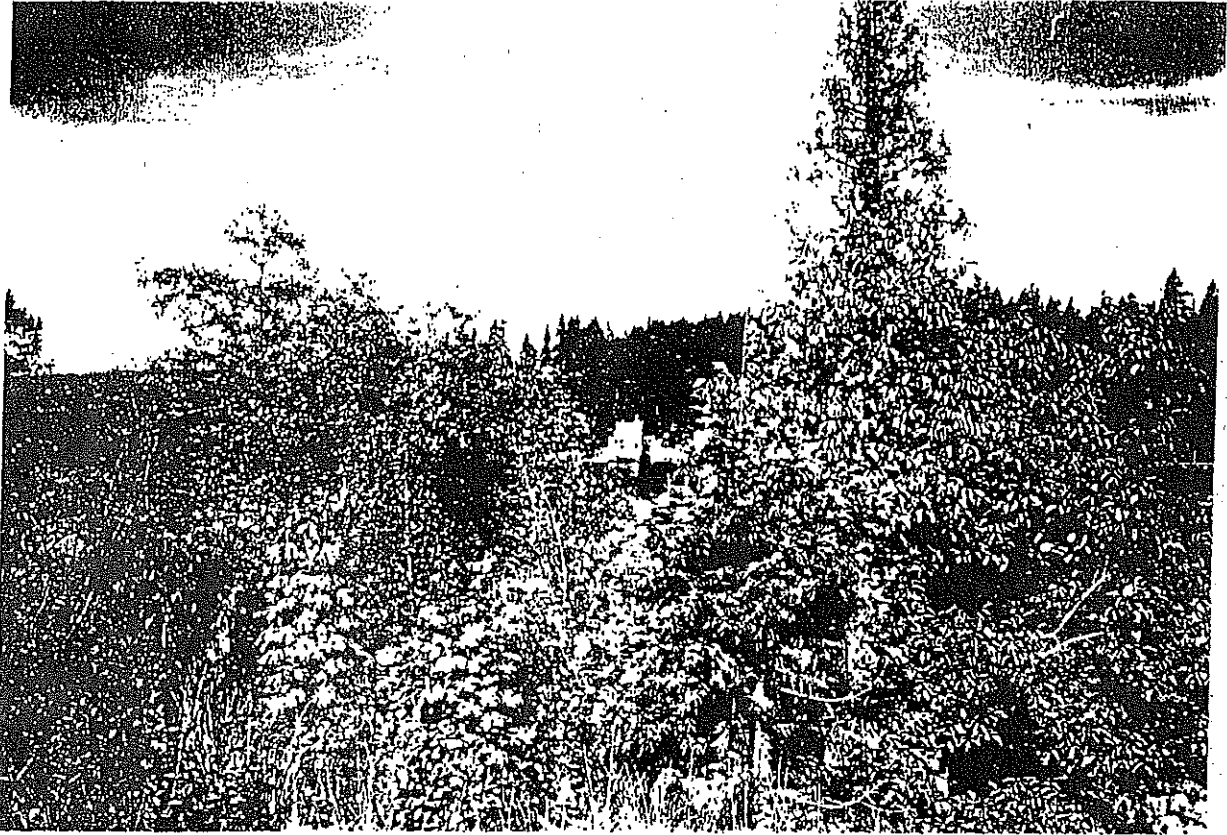
CONTOUR INTERVAL  
10 FEET



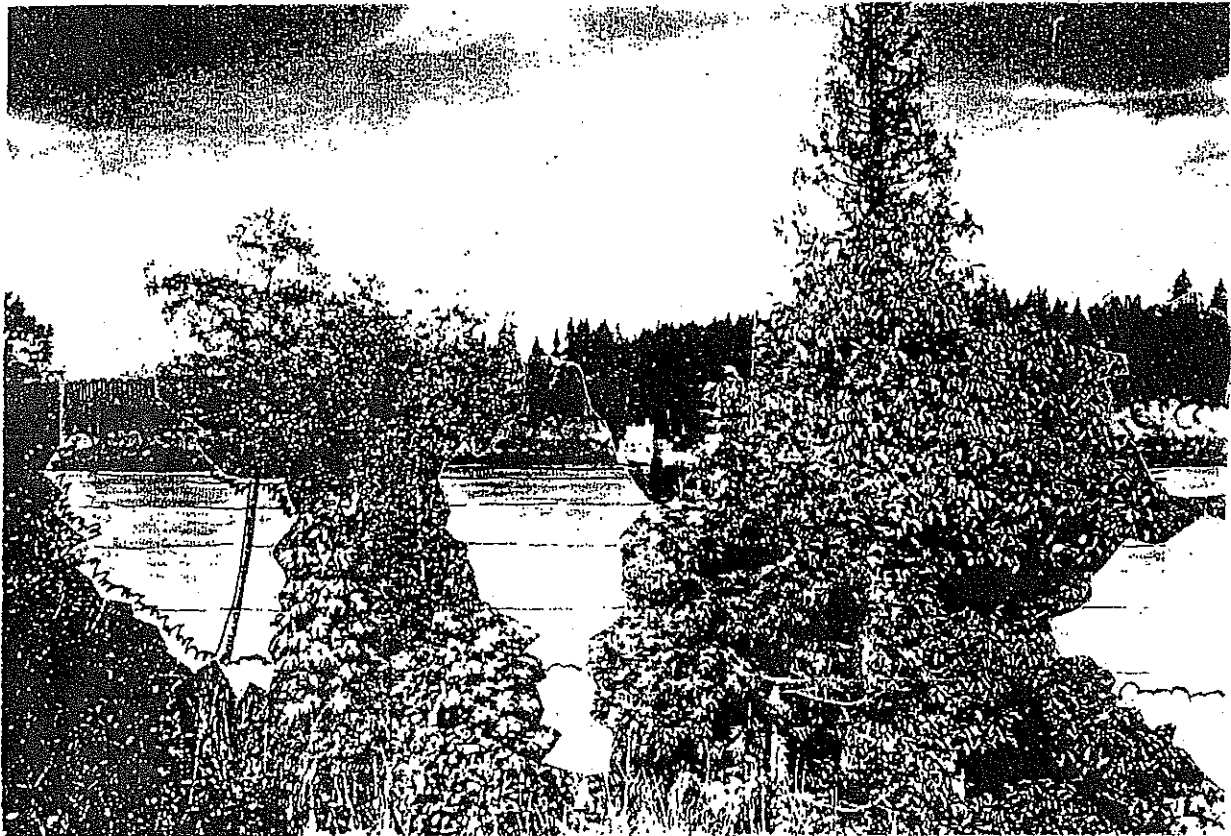
SECTION (1" = 50')

FIGURE 7

TYPICAL LOT A



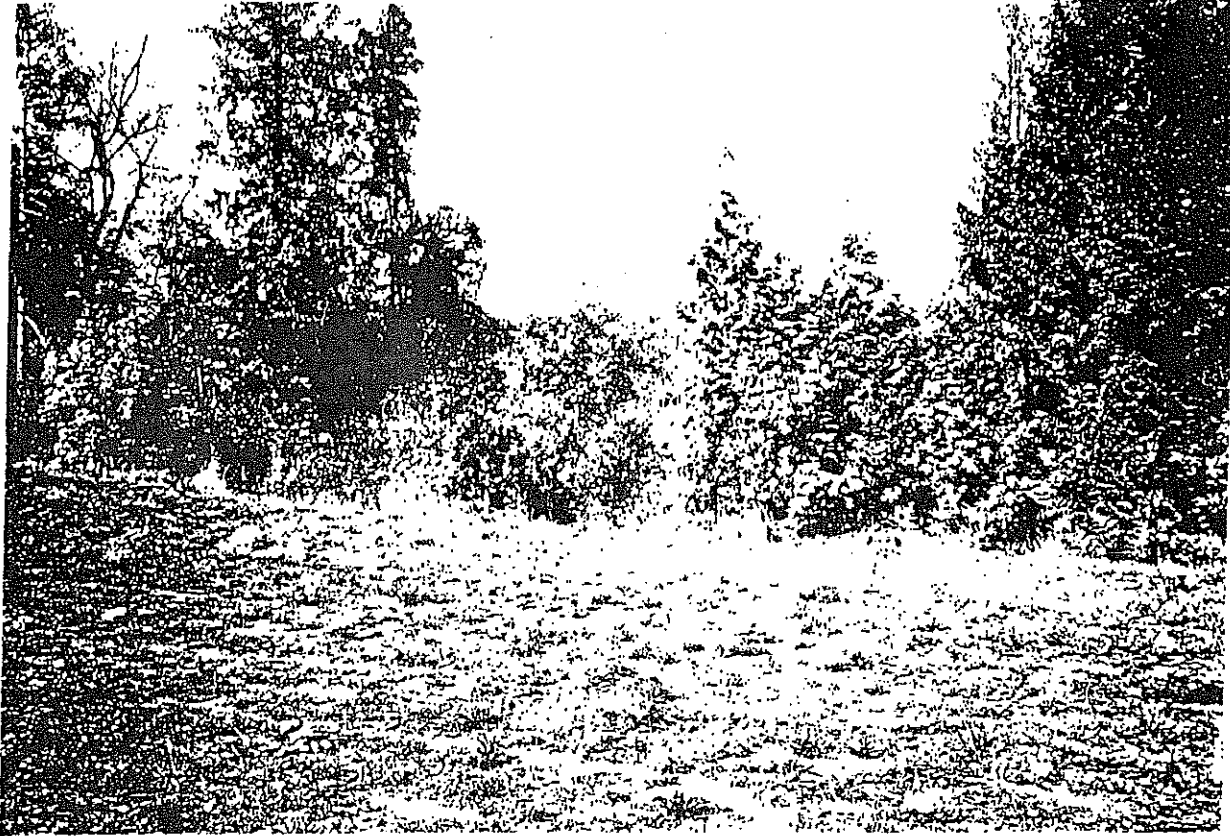
EXISTING CONDITION  
FIGURE 8



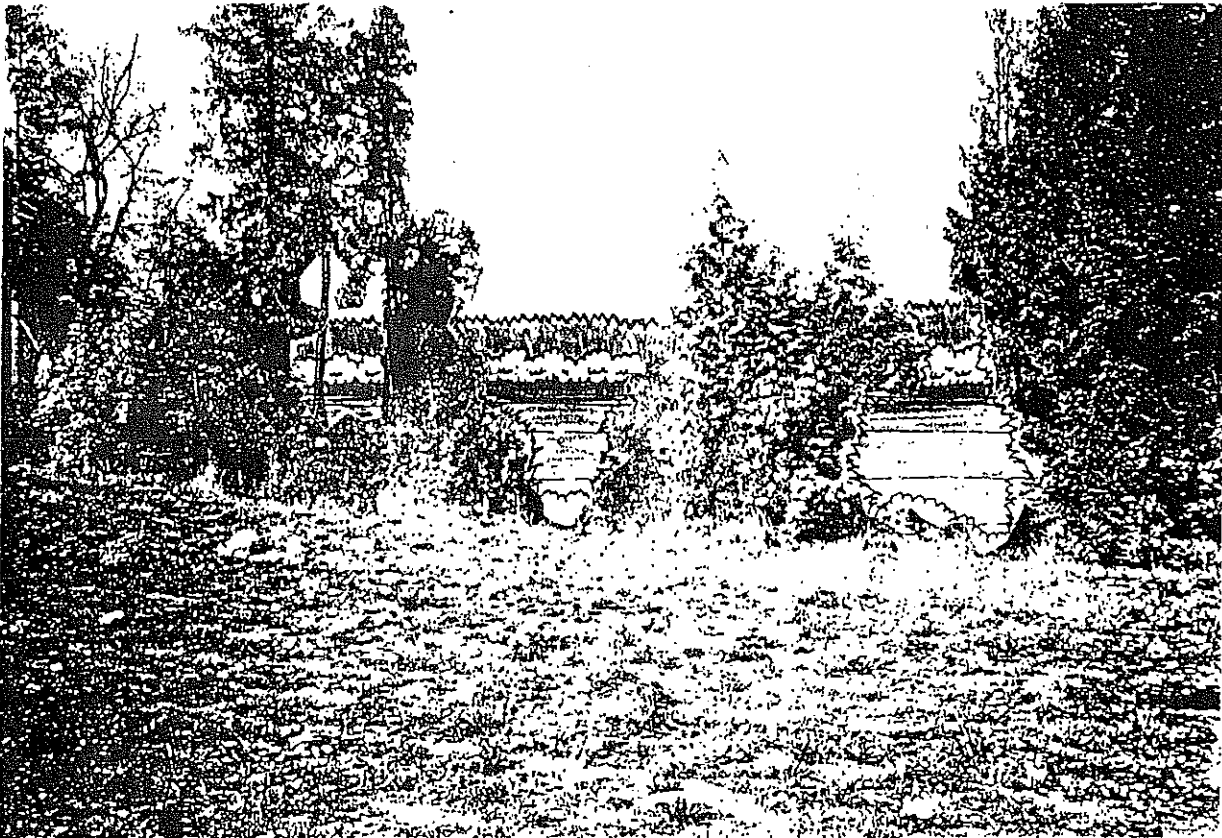
POTENTIAL VIEWFRAMES  
FIGURE 9

PRIMARY AND SECONDARY VIEWS

# TYPICAL LOT A



**EXISTING CONDITION  
FIGURE 10**



**POTENTIAL VIEWFRAMES  
FIGURE 11**

**PRIMARY AND SECONDARY VIEWS**



## **Vegetation Management**

Management of the existing vegetation will be required to establish and maintain the desired views. The homeowner shall be responsible for the maintenance and replacement of vegetation required to comply with the viewshed plan.

Removal of vegetation to establish and maintain the viewshed will require measures to prevent soil erosion of the disturbed areas and contamination of the lake. The following guidelines establish the conditions for initial removal, periodic pruning and replacement of plantings.

### **General Guidelines**

- Large scale removal of vegetation to create a lot condition markedly different from the natural setting will not be allowed.
- Clearcutting of both trees and understory vegetation is prohibited.
  - Trees may be selectively pruned in accordance with the plan.
  - Low shrubs and groundcovers may be pruned or trimmed no closer than 2 feet to the ground
- Vegetation or trees within 50' of the water's edge may not be removed.

### **Tree Removal**

- Removal of any tree or trees will require a written approval from the City of Camas shoreline administrator.
- Trees may be removed (with written approval) under the following conditions:
  - when they are less than 12 inches in diameter at breast height.
  - when they are diseased or a safety hazard (as determined by an approved tree expert).
- When a tree is removed, a stump with a minimum height of 3 feet shall be retained to provide slope stability.

### **Tree Replacement**

- Trees removed within the conservancy zone shall be replaced with trees designated for each area in accordance with the approved species list. (See Exhibit B.)
- Replacement of trees will be equivalent to 1.5 times the diameter of the removed tree. For example:
  - 12" diameter-replace with twelve 1.5" diameter trees, or eighteen 1" diameter trees, etc.
  - 18" diameter- replace with eighteen 1.5" diameter trees or twenty-seven 1" diameter trees, etc.

### **Limbing, Thinning and Pruning of Trees and Understory Vegetation**

- Removal of limbs over 6" in diameter requires written approval by the City of Camas shoreline administrator. In non-typical situations, a registered landscape architect or other qualified professional may be required to make a determination. The cost of such service will be the responsibility of the homeowner requesting the action.
- All pruning shall follow National Arborist Association standards (as identified by Exhibit "A").
- Coniferous trees may not be topped, but can be limbed or pruned to obtain a primary or secondary view of the lake and/or of the opposite shore (as shown in figures 6, 9, and 11).
- Deciduous trees should be selectively trimmed rather than topped whenever possible. Topping is only permitted when selective thinning or limbing is not practicable.
- All branches and limbs resulting from thinning operations that are larger than 2 inches maximum diameter and over 6 feet long shall be removed from the site.
- Exposed and/or damaged areas shall be replanted with native vegetation suitable for the situation in order to re-establish plant cover. (See Exhibit B for plantings).

## New Planting Requirements

- Erosion Control
  - Areas disturbed due to construction activities shall be stabilized immediately by party responsible for damage. Stabilization may be done with one of the following methods: reseeded, replanting, erosion matting or other methods approved by the city.
- Plant Types
  - Comply with Exhibit B regarding preferred planting types for appropriate location and natural setting.
- Plant Materials
  - Name and variety: Provide plant materials true to name and variety established by American Joint Committee on Horticulture Nomenclature "Standardized Plant Names," Second Edition, 1942.
  - Quality:
    - Δ Provide trees, shrubs and other plants that comply with the recommendations and requirements of ANSI Z60.1, "Standard for Nursery Stock" and as further specified. Cold storage plants are not acceptable.
    - Δ Sizes: provide trees and shrubs of the sizes shown.
    - Δ Plants shall not have cuts over 3/4" diameter which have not completely healed over. Leader shall be intact on all plants.
    - Δ Potted and container stock plants shall have been grown in the containers for a minimum of six months and a maximum of two years. Root ball shall fill the containers but show no evidence of being rootbound.
    - Δ The city representative reserves the right to inspect plant materials for compliance with requirements for name, variety, size and quality. A minimum of 30% of the plant inventory shall be labeled with name, variety and source. Plants not meeting standards or not grown under similar climatic conditions of the project will be rejected. Rejected plants shall be marked and removed immediately from the site.
- Installation
  - Trees are to be planted and staked according to detail shown in Exhibit B.
- Maintenance
  - Maintain plants for a minimum period of one year as follows:
    - Δ Maintain trees, shrubs and groundcovers by watering, pruning, cultivating and weeding as required for healthy growth.
    - Δ Tighten and repair stake and guy supports and reset trees and shrubs to proper grades or vertical position as required.
    - Δ Cultivate to remove all weeds from planting area. Remove dead weeds and dispose legally off-site.
- Inspection and Acceptance:
  - When the project is completed, including maintenance, the city administrator will make an inspection to determine acceptability.
  - Where inspected landscape work does not comply with the requirements, replace rejected work and continue specified maintenance until reinspected.
- Warranties:
  - Guarantee trees, shrubs and groundcovers for a period of one year.
  - Within the first 60 days after installation, replace any new trees and understory vegetation that are unhealthy, vandalized, damaged or missing.
  - Remove and replace trees, shrubs and groundcover found to be missing, dead, winter killed, vandalized or in unhealthy condition during and at the end of warranty period. All replacement work shall be made within 30 days after receiving notification, weather permitting. In the event the property owner or responsible party does not make repairs accordingly, the city administrator without further notice, may provide materials and labor to make such repairs at the expense of the owner or responsible party.

Appendix

EXHIBIT A  
NATIONAL ARBORIST ASSOCIATION

# Pruning Standards For Shade Trees

(Revised 1979)

These standards are provided by the National Arborist Association to assist you in writing contract specifications. N. A. A. member companies are highly qualified to accomplish the pruning in compliance with the specifications that best satisfy your budget and other needs. It is recognized that regional practices may dictate variations in this standard.

W. P. LANPHEAR, *Chairman*  
Standard Practices Committee

## INTRODUCTION

Pruning is to be performed by tree workers who, through related training and on-the-job experience, are familiar with the techniques and hazards of this work including trimming, maintenance, repairing or removal, and equipment used in such operations. The use of climbing spurs or irons is not approved in pruning operations on live trees. This type of work is a potentially hazardous occupation and is to be undertaken only by trained personnel or under the supervision of trained personnel, all of whom are covered with workers compensation, property damage, public liability and completed operations insurance.

There are four classes of pruning

### CLASS I FINE PRUNING

Fine pruning shall consist of the removal of dead, dying, diseased, interfering, objectionable, obstructing, and weak branches, as well as selective thinning to lessen wind resistance. The removal of such described branches is to include those on the main trunks, as well as those inside the leaf area. An occasional branch, up to 1 1/2" diameter, as described above, may remain within the main leaf area to its full length when it is not practical to remove it.

The following specifications shall apply.

- a. All cuts shall be made sufficiently close to the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub, so that closure can readily start under normal conditions (See diagram A). Clean cuts shall be made at all times.
- b. It is necessary to precut branches too heavy to handle to prevent splitting or peeling the bark. Where necessary, to prevent tree or property damage, branches shall be lowered to the ground by proper ropes or equipment.
- c. Remove the weaker or least desirable of crossed or rubbing branches. Such removal should not leave large holes in the general outline of the tree.

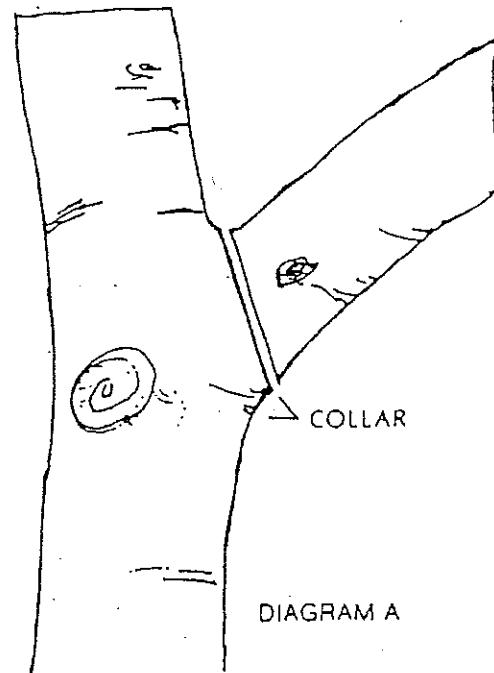


DIAGRAM A

- e. On trees known to be diseased, tools are to be disinfected with methyl alcohol at 70% (denatured wood alcohol diluted appropriately with water) or Chlorox solution after each cut and between trees where there is known to be a danger of transmitting the disease on tools.
- f. Old injuries are to be inspected. Those not closing properly and where the callus growth is not already completely established, should be traced where appropriate. If desired, for cosmetic purposes, the wound may be treated with a thin coat of wound dressing.

- g. Where practical, all visible girdling roots shall be treated as follows:
- 1 Cut root at either end.
  - 2 Notch root in center with a chisel.
  - 3 Remove entire root without injuring the bark or parent stem
- h. The presence of any structural weakness, disease conditions decayed trunk or branches, split crotches or branches, should be reported in writing to a supervisor and/or the owner, and corrective measures recommended.

#### CLASS II MEDIUM PRUNING

Medium pruning shall consist of the removal of dead, dying, diseased, interfering, objectionable and weak branches on the main trunks as well as those within the leaf area. An occasional branch up to one inch in diameter may remain within the main leaf area where it is not practical to remove it.

The following specifications shall apply:

- a. All cuts shall be made sufficiently close to the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub, so that closure can readily start under normal conditions. (See diagram A) Clean cuts shall be made at all times.
- b. It is necessary to precut branches too heavy to handle to prevent splitting or peeling the bark. Where necessary, to prevent tree or property damage, branches shall be lowered to the ground by proper ropes or equipment.
- c. Treatment of cuts and wounds, with tree wound dressing, is optional except where open wounds in certain trees may attract insects that carry disease or allow fungus invasion. If such treatment is made, materials non-toxic to the cambium layer must be used, and care taken to treat only the exposed wood with a thin coat of dressing.
- d. On trees known to be diseased, tools are to be disinfected with methyl alcohol at 70% (denatured wood alcohol diluted appropriately with water) or Chlorox solution after each cut and between trees where there is known to be a danger of transmitting the disease on tools.
- e. Old injuries are to be inspected. Those not closing properly and where the callus growth is not already completely established should be traced where appropriate. If desired, for cosmetic purposes, the wound may be treated with a thin coat of wound dressing.
- f. All girdling roots visible to the eye are to be reported to a supervisor and/or the owner.

The presence of any structural weakness, disease conditions, decayed trunk or branches, split crotches or branches, should be reported in writing to a supervisor and/or the owner, and corrective measures recommended.

#### CLASS III COARSE PRUNING

Coarse pruning shall consist of the removal of dead, diseased or obviously weak branches, two inches in diameter or greater.

The following specifications shall apply:

- a. All cuts shall be made sufficiently close to the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub, so that closure can readily start under normal conditions. (See diagram A) Clean cuts shall be made at all times.
- b. It is necessary to precut branches too heavy to handle to prevent splitting or peeling the bark. Where necessary, to prevent tree or property damage, branches shall be lowered to the ground by proper ropes or equipment.
- c. Treatment of cuts and wounds, with tree wound dressing is optional except where open wounds in certain trees may attract insects that carry disease or allow fungus invasion. If such treatment is made, materials non-toxic to the cambium layer must be used, and care taken to treat only the exposed wood with a thin coat of dressing.
- d. On trees known to be diseased, tools are to be disinfected with methyl alcohol at 70% (denatured wood alcohol appropriately diluted with water) or Chlorox solution after each cut and between trees where there is known to be a danger of transmitting the disease on tools.
- e. The presence of any structural weakness, disease conditions, decayed trunk or branches, split crotches or branches, should be reported in writing to a supervisor and/or owner and corrective measures should be recommended.

#### CLASS IV CUTTING BACK OR DROP CROTCH PRUNING

Cutting back or drop crotch pruning shall consist of the reduction of tops, sides, underbranches or individual limbs. This practice is to be undertaken only in cases of utility line interference, or where certain portions of the roots or root systems have been severed or severely damaged, or when there is unusual and rapid tree growth, where it is necessary to reduce the top sides or underbranches, or for specific topiary training or dwarfing.

The following specifications shall apply:

- a. All cuts shall be made sufficiently close to the trunk or parent limb, without cutting into the branch collar or leaving a protruding stub, so that closure can readily start under normal conditions. (See diagram A) Clean cuts shall be made at all times.
- b. It is necessary to precut branches too heavy to handle to prevent splitting or peeling the bark. Where necessary, to prevent tree or property damage, branches shall be lowered to the ground by proper ropes or equipment.

- c. Remove the weaker or least desirable or crossed or rubbing branches. Such removal should not leave large holes in the general outline of the tree.
- d. Treatment of cuts and wounds, with tree wound dressing, is optional except where open wounds in certain trees may attract insects that carry disease or allow fungus invasion. If such treatment is made, materials non-toxic to the cambium layer must be used, and care taken to treat only the exposed wood with a thin coat of dressing.
- e. Old injuries are to be inspected. Those not closing properly and where the callus growth is not already completely established should be traced where appropriate. If desired, for cosmetic purposes, the wound may be treated with a thin coat of wound dressing.
- f. Generally, in reducing size (cutting back), not more than one-third of the total area should be reduced at a single operation. When cutting back trees, only drop crotch as much as necessary. Where practical, avoid cutting back to small suckers. All effort should be made to cut back to a lateral, one-third of the diameter of the cut being made.
- g. In reducing overall size, attention is to be given to the symmetrical appearance. Top is to be higher and sides reduced in order to maintain a tree-like form.
- h. When cutting back trees, one should have in mind to make them shapely and typical of their species.
- i. On thin bark trees, just enough limbs shall be removed to get the effect wanted without admitting too much sunlight to the trunk of the tree or the top of large branches. Care should be taken with the following species: Lindens, maples, beeches, apple, oaks, and other trees susceptible to sunscald, growing in different geographical areas. The above damage may be minimized by doing work on susceptible species during the dormant season.
- j. In lifting the lower bottom branches of trees for underclearance, care should be given to symmetrical appearance, and cuts should not be made so large that they will prevent normal sap flow.
- k. Periodical drop crotching or cutting back of silver maples, poplars, and other trees with brittle and soft wood is an established practice and has proven beneficial in maintaining the safety of these trees over long periods of growth. Other trees with soft and brittle wood growing in different geographic areas may be specifically named when it is common practice to control the growth by cut-back.
- l. An alternate method in some situations for maintaining the safety of these trees would be cabling and bracing as described under that standard.

### TERMINOLOGY

<b>BRANCH COLLAR</b>	Wood tissue that forms around the base of a branch between the main stem and the branch. Usually as a branch begins to die the branch collar begins to increase in size.	<b>LIFTING</b>	The removal of lower branches for underclearance.
<b>CALLUS</b>	New growth made by the cambium layer around all of a wound.	<b>PARENT STEM</b>	The main trunk system of the tree.
<b>CAMBIUM LAYER</b>	Growing point between the bark and sapwood.	<b>PRECUT or PRECUTTING</b>	The removal of the branch at least 6" beyond the finished cut, to prevent splitting into parent stem or branch.
<b>CLOSURE</b>	Refers to the roll of the callus growth around the wound area.	<b>PRUNING</b>	The removal of dead, dying, diseased, live interfering, objectionable and weak branches in a scientific manner.
<b>THE CUT</b>	The exposed wood area that remains after the branch has been removed.	<b>SAP FLOW</b>	The definite course assumed by sap in its movement through a tree.
<b>CUT BACK</b>	Specified reduction of the overall size of the tree or individual branches, but may include the overall reduction of the sides as well as the top of the tree.	<b>SCARS or INJURIES</b>	Natural or man-made lesions of the bark in which wood is exposed.
<b>DORMANT</b>	A condition of non-active growth. Deciduous trees are considered to be dormant from the time the leaves fall until new foliage begins to appear.	<b>SUCKERS</b>	Abnormal growth of small branches usually not following the general pattern of the tree.
<b>GIRDLING ROOTS</b>	Located above or below ground level, whose circular growth around the base of the trunk or over the individual roots applies pressure to the bark area, thereby choking or restricting the flow of sap.	<b>THINNING OUT</b>	The removal of live branches to reduce wind resistance and to create more space.
		<b>TOPPING</b>	Means the same as Cut Back.
		<b>TRACING</b>	Careful cutting of the bark along the lines of sap flow to encourage closure and to be the outline of the wound area.
		<b>TRIMMING</b>	The same as pruning.

## EXHIBIT B

### Plant List

#### Trees

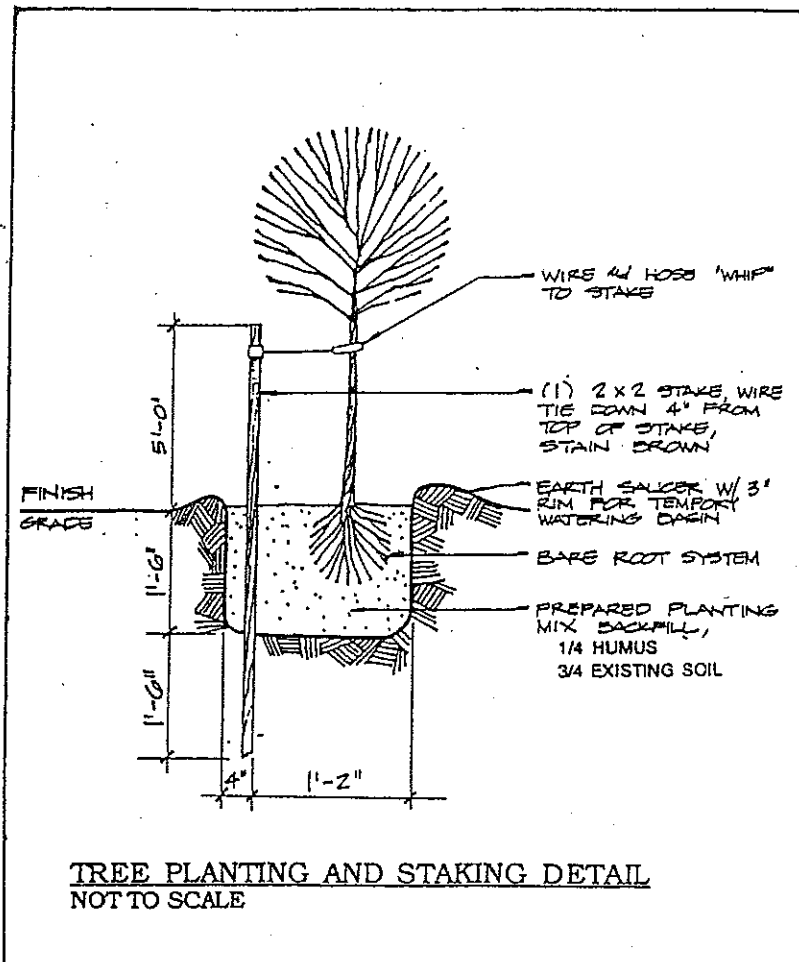
<u>Common Name</u>	<u>Botanical Name</u>	<u>Minimum Size</u>
<b>Riparian (Moist shady lakeside zone )</b>		
Big Leaf Maple	Acer macrophyllum	5'-6'
Red Alder	Alnus rubra	5'-6'
Oregon Ash	Fraxinus latifolia	5'-6'
Douglas Hawthorne	Crataegus douglasii	5'-6'
Vine Maple	Acer circinatum	5'-6'
Western Hazelnut	Corylus cornuta californica	5'-6'
Western Crabapple	Pyrus fusca	5'-6'
Hemlock	Tsuga heterophylla	3'-4'
Pacific Yew	Taxus brevifolia	3'-4'
Western Red Cedar	Thuja plicata	3'-4'
<b>Open Sun (Upper slope)</b>		
Big Leaf Maple	Acer macrophyllum	5'-6'
Pacific Madrone	Arbutus menziesii	5'-6'
Vine Maple	Acer circinatum	3'-4'
Wild Cherry	Prunus sp.	5'-6'
Douglas Fir	Pseudotsuga menziesii	3'-4'

#### Shrubs

<b>Riparian (Moist shady lakeside zone )</b>		
Salmonberry	Rubus spectabilis	1 gal.
Thimbleberry	Rubus parviflorus	1 gal.
Red-osier Dogwood	Cornus stolonifera	1 gal.
Red Currant	Ribes sanguineum	1 gal.
Indian Plum	Osmaronia cerasiformis	1 gal.
<b>Open Sun (Upper slope)</b>		
Elderberry	Sambucus sp.	1 gal.
Ninebark	Physocarpus capitatus	1 gal.
Oregon Grape	Mahonia aquifolium	1 gal.
Salal	Gaultheria shallon	1 gal.
Snowberry	Symphoricarpus albus	1 gal.
Serviceberry	Amelanchier alnifolia	1 gal.
Oceanspray	Holodiscus discolor	1 gal.
Nootka Rose	Rosa nutkana	1 gal.
<b>Understory Shade (Upper slope)</b>		
Oregon Grape	Mahonia aquifolium	1 gal.
Salal	Gaultheria shallon	1 gal.
Indian Plum	Osmaronia cerasiformis	1 gal.

## Low Shrubs / Groundcovers

<u>Common Name</u>	<u>Botanical Name</u>	<u>Minimum Size</u>
<b>Riparian (Moist shady lakeside zone )</b>		
Western Buttercup	Ranunculus occidentalis	1 gal.
Lady Fern	Athyrium filix-femina	1 gal.
Deer Fern	Blechnum spicant	1 gal.
Wood Strawberry	Fragaria vesca bracteata	1 gal.
<b>Open Sun (Upper slope)</b>		
Kinnikinnick	Arctostaphylos uva-ursi	1 gal.
Salal	Gaultheria shallon	1 gal.
<b>Understory Shade (Upper slope)</b>		
Deer Fern	Blechnum spicant	1 gal.
Sword Fern	Polystichum munitum	1 gal.
Lady Fern	Athyrium filix-femina	1 gal.
Long Leaf Mahonia	Mahonia nervosa	1 gal.
Wild Ginger	Asarum caudatum	1 gal.
Oregon Oxalis	Oxalis oregona	1 gal.
Wood Strawberry	Fragaria vesca bracteata	1 gal.





### ADDITIONAL VIEWSHED CONDITIONS

1. A fundamental policy guiding all management practices within the Conservancy Zone is that no activity is allowed which adversely affects slope stability within the Conservancy Zone.
2. Each parcel may maintain one primary and one secondary view. A primary view is intended to provide an unobstructed view. A secondary view may be partially obscured, up to one-third, by trees.
3. All vegetation removal and replacement will be in accordance with the June 1993 Viewshed Plan, to which these conditions are attached.
4. Prior written authorization is required for removal of trees or limbs over six (6) inches in diameter. Trees over twelve (12) inches in diameter at breast-height shall not be removed for purposes of view.
5. All requests must be submitted to the City of Camas prior to September 1. All pruning, cutting, or planting must occur between the period of October 30 and February 15 of the following year, excluding periods of freezing. Prior to pruning or cutting, notifications shall be given to adjacent property owners. Pruning, cutting, or planting work, if approved by the City, can take place in a subsequent year if desired by the owner.
6. Violation of the Camas Shoreline Management Master Program or state regulations are subject to penalties identified in Chapter 173-27 of the Washington Administrative Code. Enforcement actions include, but are not limited to, issuance of a cease and desist order, corrective action, and civil penalty. Currently, a civil penalty shall not exceed one thousand dollars (\$1,000) for each violation. Each day of violation shall constitute a separate violation.

Dated: May \_\_\_\_, 2000

PRESS RELEASE

A conservation group, a development company, some local homeowners, the Department of Ecology, and the City of Camas announced today that they had settled a decade-old dispute arising from the construction of a subdivision above Lacamas Lake.

The dispute started in 1988 when the City issued Vanport Manufacturing, Inc., a number of permits to build the Lacamas Shores subdivision. A local conservation group (then called Citizens to Save Lacamas Lake and now known as Clark County Citizens in Action) appealed the shorelines substantial development permit. The case wound its way through the administrative appeals process and the courts for a number of years. A revised shorelines permit was issued in 1993 and that was also appealed. A portion of this appeal was still pending before the Shorelines Hearings Board at the time of the settlement.

All parties indicated they were glad to be able to reach agreement and to finally put the matter behind them.

"It was an exceptionally long-running dispute. We believe that over time we achieved a good portion of what we set out to do. At this point, it is time to move on."

Said CCCIA spokesperson Jan Baldwin.

"We think we gave too much and they think we gave too little, but that's the nature of compromise."

Said Vanport spokesperson Tom Shipler.

Among other things, the settlement provides for a modified viewshed plan which is intended to protect the steep slope above the lake but still provide homeowners with several views from their property. The settlement also includes: (1) an agreement by Vanport to mark

the boundaries of the Conservancy Zone deeded to the City by Vanport as part of the permit process; (2) some substantial reintroduction of native plants in appropriate places in the Conservancy Zone; and (3) construction of a marker in the Conservancy Zone recognizing CCCIA's efforts to protect the lake.