

**CLARK COUNTY
STAFF REPORT**

DEPARTMENT/DIVISION: Environmental Services / Resource Policy and Planning / Legacy Lands

DATE: March 3, 2015

REQUEST: Execute the Purchase and Sale Agreement with WGS, LLC, to acquire 153 acres of land adjacent to Flume Creek and tributaries at the south boundary of the City of Ridgefield with \$2.13 million of Conservation Futures revenue.

CHECK ONE: Consent Hearing Chief Administrative Officer

BACKGROUND: The Board of County Commissioners adopted resolution no. 2012-04-011 on April 24, 2012, authorizing the Director of Environmental Services to submit grant application 12-1504 to the State Recreation and Conservation Office to acquire the Flume Creek property. The grant application was among the highest rated projects evaluated through the Washington Wildlife and Recreation - Urban Wildlife Habitat program (WWRP-UW) and the legislature authorized appropriation of \$1,105,925 to the Recreation and Conservation Funding Board as the state's share of the acquisition. The Board of County Commissioners authorized the Director of Environmental Services to execute the grant agreement on September 17, 2013, through final Staff Report 183-13. The agreement allows the county to submit requests for progress payments to the State Recreation and Conservation Office as expenses are incurred related to the acquisition. Upon closing of the acquisition, the Conservation Futures fund will be reimbursed a total of \$1,105,925 by the state.

COMMUNITY OUTREACH: The Flume Creek property is within a priority acquisition area identified in Clark County's Conservation Areas Acquisition Plan, March 2014, which specifically includes a line item in the 'Project Opportunities-County Lead' list including an estimate of cost and fund leveraging. The property includes approximately 5,500 feet of Flume Creek and smaller tributaries to Lake River. The property is extensively covered by both riparian and upland priority habitat as designated by the Washington Department of Fish and Wildlife, including a biodiversity area and corridor, waterfowl concentrations, and Oregon White Oak. The Columbia Land Trust, the City of Ridgefield, the Ridgefield National Wildlife Refuge and the Washington Department of Fish and Wildlife all support the acquisition.

BUDGET AND POLICY IMPLICATIONS: A professional appraisal and a review appraisal established the fair market value of the property at \$2,130,000. It is anticipated that incidental expenses including property legal surveys, boundary line adjustments, level one environmental assessment, cultural resource assessment and other due diligence studies and staff time to administer the project will cost an additional \$105,000 in Conservation Futures funding. Clark County will be reimbursed up to \$1,105,925 by the State Recreation and Conservation Office for the acquisition. Clark County will own the property and be responsible for management, with estimated maintenance/management costs at about \$4,000 per year to be funded with Conservation Futures revenue. The adopted 2015-16 budget includes the necessary authority to complete the acquisition and maintain the property.

FISCAL IMPACTS: Yes (see Fiscal Impacts Attachment) No

ACTION REQUESTED: Execute the Purchase and Sale Agreement with WGS, LLC, to acquire 153 acres of land adjacent to Flume Creek and tributaries at the south boundary of the City of Ridgefield with \$2.13 million of Conservation Futures revenue.

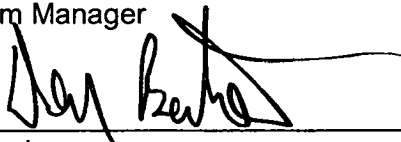
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OK
y1-*



DISTRIBUTION: Please return original copies of the signed agreement and the approved staff report to Environmental Services Administration.



Patrick Lee
Program Manager



Don Benton
Environmental Services Director

(PL/bt)

c: Dorn Swigert, WGS, LLC
Dan Roix, Columbia Land Trust
Patrick Lee, Clark County Environmental Services
Kim Sellers, Washington State Recreation and Conservation Office

APPROVED: 
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

March 3, 2015

SR 0315

FISCAL IMPACT ATTACHMENT

Part I: Narrative Explanation

I.A - Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information.

The request is for the Board of County Councilors to approve a purchase and sale agreement to acquire 153 acres in the Ridgefield vicinity. A professional appraisal established the fair market value of the property at \$2,130,000. Incidental expenses including property legal surveys, boundary line adjustments, cultural resources assessments and other due diligence studies are estimated to cost an additional \$105,000. County will be reimbursed approximately \$1,081,000, through Washington Wildlife and Recreation Program grant 12-1504 for the acquisition.

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
3085 / Conservation Futures		\$1,154,075		\$8,000		\$8,000.00
State Recreation and Conservation Funding Board - WWRP Grant		\$1,080,925				
Total:	\$0.00	\$2,235,000	\$0.00	\$8,000	\$0.00	\$8,000.00

II.A - Describe the type of revenue (grant, fees, etc.)

\$1,105,925 State Recreation and Conservation Funding Board grant funds.
 \$1,154,075 from Clark County Conservation Futures funds.

Part III: Estimated Expenditures

III.A - Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
3085/Conservation Futures County			\$2,235,000		\$8,000		\$8,000.00
Total:		\$0.00	\$2,235,000	\$0.00	\$8,000	\$0.00	\$8,000.00

III.B = Expenditure by object category

3085/Conservation Futures Fund	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits		\$17,322		\$8,000.00		\$8,000.00
Contractual		\$87,678				
Supplies						
Travel						
Other controllable						
Capital Outlays: OC 600		\$2,130,000				
Inter-fund Transfers						
Debt Service						
Total:	\$0.00	\$2,235,000	\$0.00	\$8,000	\$0.00	\$8,000.00

EN 15-7 REAL ESTATE PURCHASE AND SALE AGREEMENT

On this 3rd day of March, 2015 WGS, LLC, a Washington Limited Liability Company, hereinafter referred to as "Seller", and CLARK COUNTY, WASHINGTON, a Municipal Corporation, hereinafter referred to as "Purchaser", (the "Parties", hereby agree as follows:

Seller agrees to sell real property and **Purchaser** agrees to buy real property located in Clark County, Washington, in SW Section 30 T4N R1E, and NW Section 31 T4N R1E, in the records of Clark County, Washington. The property is approximately 153 acres in size, includes tax parcels 220031-000, 216245-000 and 220428-000 east of the Burlington Northern and Santa Fe Railroad right-of-way, and a part of abutting tax parcel 220010-000 east of the Railroad right-of-way and south of the extension of NW Sevier Road that is more fully described and depicted in Exhibit "A", attached hereto and made a part hereof (the "**Property**").

1. Purchase Price: The total purchase price shall be **\$2,130,000.00 (TWO MILLION ONE HUNDRED THIRTY THOUSAND DOLLARS AND 00/100)**, which is estimated to be the fair market value based on an independent fair market appraisal, and is to be paid as follows:

- A. Twenty-Five Thousand Dollars (\$25,000.00) in earnest money down upon the execution of this agreement, receipt of which is hereby acknowledged, and which will be held in escrow.
- B. The balance of Two Million One Hundred and Five Thousand Dollars (\$2,105,000.00) shall be paid in cash at closing.
- C. Pursuant to an Option Agreement dated January 15, 2013 between Seller and Taverner Ridge L.L.C., Taverner Ridge has the option to purchase the Property and agrees to assign its option rights to Purchaser at closing pursuant to Section 7.2 of the Option Agreement. In consideration for assigning its option rights, and pursuant to Section 7.3 of the Option Agreement, Taverner Ridge and the Seller shall be entitled to that portion of the sales proceeds as follows:
 1. Seller will be entitled to \$367,800, the minimum price under the Option Agreement;
 2. In addition to the amount in C.1. above, Seller will be entitled to one-half of the difference between the Purchase Price and the minimum price, less Seller's closing costs:
 3. Taverner Ridge will be entitled to one-half of the difference between the Purchase Price and the minimum price.

2. Title and Title Insurance:

- A. **Seller** shall convey title by Statutory Warranty Deed, free from liens and encumbrances, except the following: (1) standard general title policy exceptions; (2) special exceptions reviewed and accepted by **Purchaser** within 15 business days of receipt of the preliminary title commitment; (3) real estate taxes payable after the date of Closing; and, (4) governmental building and land use laws and regulations.
- B. **Seller** shall provide a preliminary commitment for a standard form owner's title insurance policy in the amount of the purchase price of the **Property**, with no exceptions other than those agreed to above, within 30 days prior to Closing and shall provide a standard form owner's title insurance policy at Closing.

3. Closing and Prorations:

- A. **Seller** shall pay the premium for a standard coverage owner's title insurance policy without endorsements or extended coverage, in the amount of the Purchase Price, one-half of the closing escrow agent's fee, **Seller's** attorneys' fees incurred in this transaction, all fees to record documents needed to clear any title exceptions required to be removed by **Seller**, pro-rated real property taxes as of the date of closing, except any additional taxes, penalties or interest under RCW 84.34.100 triggered by the removal of the **Property**, or the property retained by **Seller**, which are the remainders of tax parcels 220010-000, 220031-000 and 220428-000 (Remainder Tax Parcels), from Clark County's Open Space Taxation Program (Chapter 3.08 CCC), and the real estate excise taxes.
- B. **Purchaser** shall pay all recording fees to record the Deed (as defined in Section 2), all fees and expenses of **Purchaser's** attorneys, premiums for any title policy endorsements or extended coverage, pro-rated real property taxes as of the date of closing, any additional taxes, penalties and interest under RCW 84.34.100 triggered by the removal of the **Property** or the Remainder Tax Parcels from Clark County's Open Space Taxation Program (Chapter 3.08 CCC), and one-half of the closing escrow agent's fee, as well as any survey, environmental audit and other due diligence costs of **Purchaser**.
- C. The **Property** or a portion thereof, and the Remainder Tax Parcels may be presently designated or classified as forestland, timberland, open space or similar non-ad valorem status for property tax purposes. **Purchaser** shall bear the risk that the **Property** or a portion thereof, or the Remainder Tax Parcels will be removed from such designation or classification as a result of this transaction. If **Purchaser's** acquisition of the **Property** results in a change in the forestland, open space, timberland or similar non-ad valorem tax classification or designation applicable to the **Property** or any portion thereof, or the Remainder Tax Parcels, **Purchaser** shall be solely responsible for all additional taxes, interest, and

penalties under RCW 84.34.100 resulting from such change in classification or designation, if any.

D. Real estate taxes shall be prorated as of the date of Closing, with the **Purchaser** responsible for any taxes attributable to all periods after Closing.

4. Closing of Sale: The sale shall be closed in the office of Stewart Title, 400 E. Mill Plain Blvd, Suite 105, Vancouver, WA 98660 on or before April 22, 2015, unless the date of Closing is extended in writing by mutual agreement at least ten (10) days prior to April 22, 2015. "Closing", means the date on which all documents are recorded and sale proceeds are available to the **Seller**. Sale proceeds will not be distributed to **Seller** until Closing Agent receives the final title insurance policy or a supplemental title report showing good and marketable title as above provided. The Parties shall sign and/or deliver necessary documents or funds when requested by Closing Agent to do so.

5. Possession: **Purchaser** shall be entitled to possession of the **Property** at the time of closing.

6. Access: **Purchaser** and its architects, engineers, and other agents or designees shall have reasonable access to the **Property** before Closing for the purpose of making any investigation, test or survey reasonably related to the purchase of the **Property**. **Purchaser**, its architects, engineers, and other agents or designees shall provide **Seller** twenty-four (24) hours' notice of anticipated visits to the **Property** to conduct such investigations, tests or surveys. Prior to Closing, neither **Seller** nor **Purchaser** shall allow any liens to attach to the **Property**. Each party shall indemnify and hold the other harmless from any and all claims or demands which arise from the actions of the party or its agents on the **Property**. These indemnification and hold harmless obligations shall survive Closing or earlier termination of this agreement.

7. Default: For purpose of this paragraph, a "default" is the failure of any party, without legal excuse, to complete the purchase or sale of the **Property**. Time is of the essence of this Agreement.

A. By **Seller**. If **Seller** defaults prior to closing, **Purchaser** may terminate this Agreement and receive a refund of the earnest money. Alternatively, at **Purchaser's** sole option, **Purchaser** may elect to seek specific performance of this Agreement.

B. By **Purchaser**. If **Purchaser** defaults prior to Closing, **Seller's** sole remedy shall be to retain the earnest money as liquidated damages. Such amount has been agreed by both Parties to be reasonable compensation and the exclusive remedy for **Purchaser's** default in that the precise amount of such compensation would be difficult to determine.

8. Contingencies and Conditions:

A. **Purchaser** will arrange and pay for a boundary survey of the **Property** prior to Closing.

- B. **Purchaser** will arrange and pay for a Level-1 Environmental Site Assessment to be completed within 45 days of signing this Agreement. Within 7 days of receipt of the site assessment, **Purchaser** may choose to commission a Level-2 Environmental Site Assessment or other detailed studies as needed to investigate potential issues with the **Property**, or may terminate this transaction at **Purchaser's** sole discretion, and shall notify Seller of its decision in writing within this 7-day period. **Purchaser** shall obtain a Level-2 Environmental Assessment or other detailed studies within 30 days of its election to obtain these studies. **Purchaser** reserves the right to terminate the Agreement within this second 30-day period if the results of the Level-2 Environmental Assessment or other detailed studies, if any, are not acceptable. If **Purchaser** does not choose to conduct a Level-2 Environmental Assessment or other detailed studies or does not terminate this Agreement by either applicable time period in this Section 8B, then the Earnest Money shall become nonrefundable and released to the **Seller**.
- C. **Purchaser** will arrange and pay for a toxic and nuisance weed assessment prior to Closing.
- D. **Seller** shall not alter or damage the condition or character of the **Property**, prior to Closing, including but not limited to logging, mining, clearing, grading or excavating.
- E. Except as otherwise expressly stated in this Agreement, **Purchaser** is accepting the **Property** on an "as-is with all faults" basis with any and all patent and latent defects, including those relating to the environmental condition of the **Property** and is not relying on any representation or warranties, express or implied, of any kind whatsoever from **Seller** as to any matter concerning the **Property**.
- F. **Seller**, and its owners, agents, officers, and employees, represent and warrant that that they do not have actual knowledge that there is any contamination, Hazardous or Toxic Substances of any type whatsoever in existence within or upon the **Property** including, but not limited to, contamination of the soil and or groundwater. "Hazardous or Toxic Substance" shall be interpreted broadly to mean any substance or material listed, defined or designated as a hazardous, toxic radioactive, or dangerous substance; or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time. It shall be interpreted to include, but not be limited to, any chemical compound or substance that is so listed, defined or designated pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (42 USC, Section 9601, et.seq.) the Washington Model Toxics Control Act (RCW 70.105.010, et.seq.), the Resource Conservation and Recovery Act (42 USC Section 6901, et seq.), the Federal Water Pollution Control Act (33 USC Section 1251, et seq.), the

Clean Air Act (42 USC Section 7401, et seq.), the Hazardous Materials Transportation Act (49 USC Section 1471, et seq.), the toxic Substances Control Act (15 USC Sections 2601-29), or the Safe Drinking Water Act (42 USC Sections 300f-300j); and any substance which after release into the environment and upon exposure, ingestion, inhalation or assimilation, either directly from the environment or indirectly by ingestion through food chains or otherwise, will or may reasonably be anticipated to cause sickness, death, disease, behavior abnormalities, cancer or genetic abnormalities. **Seller** agrees to indemnify, defend, and hold **Purchaser** harmless from any and all expenses, claims, damages, injury to property or person, or liability incurred as a result of any Hazardous or Toxic Substance that existed on, under, or about the **Property** as of or prior to Closing, but only if **Seller** had actual knowledge of such conditions and failed to disclose the conditions to **Purchaser**

- G. Should **Purchaser** take title to the **Property**, **Purchaser** will grant **Seller** a drainage easement from the **Seller's** retained property (north portion of tax lot 220010-000) across the northern boundary of the **Property** to the bottom of the ravine generally as shown on Exhibit B, hereto attached. Said easement shall be coordinated with the approval by the City of Ridgefield of any plat of **Seller's** retained property (north portion of tax lot 220010-000) and must comply with the National Pollution Discharge Elimination System (NPDES) requirements per the Clark County permit, the City of Ridgefield storm water management regulations, Washington Department of Ecology storm water management recommendations and all other local, state, federal and municipal regulations.
- H. Should **Purchaser** take title to the **Property**, **Seller** will grant **Purchaser** a pedestrian access easement from Sevier Road in the northern portion of tax lot 220010-000 to the northern boundary of the **Property** acquired by **Purchaser**, subject to approval by the City of Ridgefield as part of any plat of said property.
- I. **Seller** acknowledges that **Purchaser** has secured a grant (#12-1504) through the State of Washington Recreation and Conservation Funding Board and will cooperate with **Purchaser** in order that **Purchaser** may receive full grant reimbursement for eligible costs. Such cooperation shall not obligate **Seller** in any way under the grant agreement.
- J. Purchase and Sale of the **Property** is conditioned upon the approval of Clark County, and if required, the City of Ridgefield, for a lot line adjustment between parcels 220010-000 and 220031-000 or some other lot line configuration in which it is determined that all resulting lots from the boundary line adjustment are legal lots of record, including the **Property** and the property to be retained by **Seller**.
- K. Purchase and Sale of the **Property** is conditioned upon the approval of Clark County for a boundary line adjustment between parcels 220223-000 and those portions of lots 220031-000 and 220428-000 lying west of the railroad, or some other lot line configuration or segregation, in which it is determined that all

resulting lots from the boundary line adjustment are legal lots of record, including the **Property** and the property to be retained by **Seller**.

- L. Purchase and Sale of the Property is conditioned on the Remainder Tax Parcels remaining in Clark County's Open Space Taxation Program (Chapter 3.08 CCC) for the purpose of property tax assessments.

9. Continuation and Survival of Representations and Warranties.

All representations and warranties by the respective parties contained in this Agreement or made in writing pursuant to this Agreement are intended to and will remain true and correct as of the time of Closing, will be deemed to be material, and will survive the execution and delivery of this Agreement and the delivery of the Deed and transfer of title for a period of one (1) year after the last of these events to occur. No representations and warranties, however, are assignable, and they do not run with the land, except as may be expressly provided herein.

10. Legal Fees – Venue:

If a lawsuit is commenced, the location of such action shall be in the Superior Court of Clark County, State of Washington, and this Agreement shall be governed by Washington law. The prevailing party in a lawsuit to enforce the terms of this Agreement shall be entitled to recover from the other its reasonable attorney's fees and costs.

11. Notices:

Any notice required to be given or which may be given hereunder shall be in writing and delivered personally or by certified mail to each party at its address below. A notice given personally shall be effective on the date of delivery and a notice given by certified mail shall be effect on the fifth day following its deposit in the United States mail, postage prepaid.

To Seller: WGS LLC
Mason Dorn Swigert, Manager
20101 NE 48th Circle
Vancouver, WA 98682
360-883-2382

To Purchaser: Clark County Department of Environmental Services
Patrick Lee, Legacy Lands Program Coordinator
PO Box 9810
1300 Franklin Street
Vancouver, WA 98666-9810
360-397-2121 ext. 4070

12. Confidentiality:

Seller agrees to (a) keep the terms of this Agreement confidential, except as legally required by law and for sale and transfer of the Property; and (b) not use any such confidential information for any purpose other than performance or enforcement of this Agreement. Seller may divulge such confidential information to its current and

prospective attorneys, accountants, agents, financial advisors, partners and lenders with a need to know to reasonably conduct its business, conditioned upon Seller advising those parties of the confidential nature of this Agreement, and agreement by those parties to maintain its terms and conditions in confidence and to use them for no other purpose. This provision shall survive Closing.

13. Time is of the Essence:

Time is of the essence in this Agreement. Whenever a date specified in this Agreement falls on a Saturday, Sunday, or federal holiday, the date will be extended to the next business day.

14. Effective Date

The date on which the latter of Seller and Purchaser signs the Agreement is the "Effective Date" of this Agreement.

15. Counterparts:


This Agreement may be executed in two or more counterparts, whether by facsimile transmittal, electronic copy or otherwise, and each counterpart shall be deemed to be an original, but all of which together shall constitute one and the same instrument upon delivery of one such counterpart by each party to this Agreement.

16. Integration and Amendment:

This Agreement, including Exhibits A and B, which are attached hereto and incorporated herein, is the entire agreement between the parties on the subject addressed herein, and supersedes all prior negotiations, understandings, and agreements among the parties, whether written or oral, on this subject. This Agreement may be revised by written amendment. An amendment to Section 1, Purchase Price, must be executed by each of the parties hereto. An amendment to any other part of the Agreement must be executed by the Purchaser and the Seller.

PURCHASER:

CLARK COUNTY, WASHINGTON

By: 
David Madore, Chair
Date: 3/3/15


By: _____
Jeanne E. Stewart, Councilor

By: _____
Tom Mielke, Councilor

Attest:

Clerk to the Board

APPROVED AS TO FORM ONLY:
Anthony F. Golik, Prosecuting Attorney

By: 
Christine M. Cook
Sr. Deputy Prosecuting Attorney

SELLER:

WGS LLC

By: _____
Mason Dorn Swigert

Title: _____

Date: _____

OPTIONEE:
TAVERNER RIDGE L.L.C.

By: _____
Paul Deboni

Title: _____

Date: _____

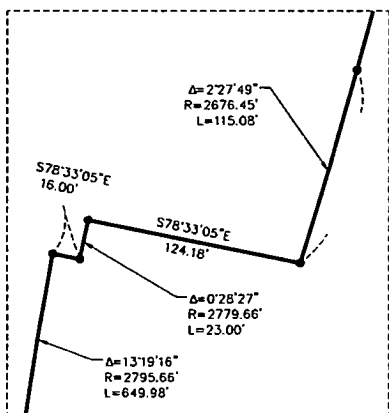
Exhibit A PARCEL EXHIBIT

LEGAL DESCRIPTION

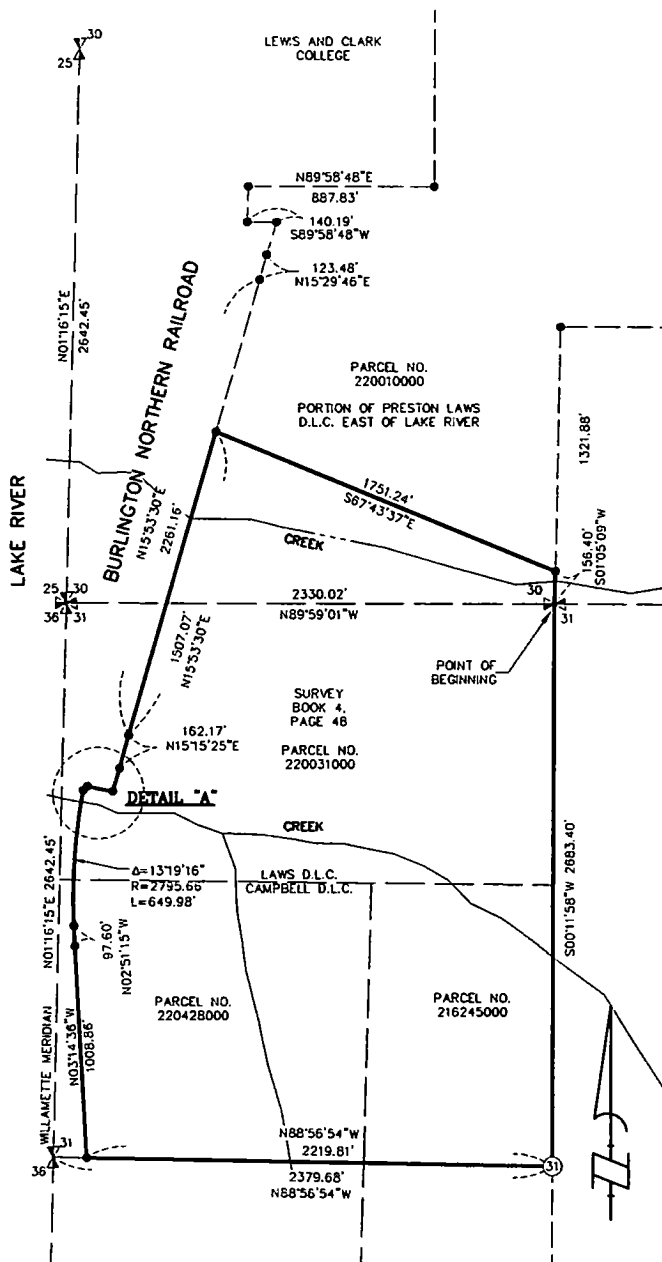
A TRACT OF LAND BEING A PORTION OF THAT CERTAIN TRACT DESCRIBED IN STATUTORY WARRANTY DEED RECORDED IN AUDITORS FILE NO. 4312047-D, ALSO BEING A PORTION OF THE CAMPBELL D.L.C. AND THE LAWS D.L.C., LOCATED IN THE NORTHWEST QUARTER OF SECTION 30 AND THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 4 NORTH, RANGE 1 EAST, OF THE WILLAMETTE MERIDIAN, IN CLARK COUNTY, STATE OF WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE QUARTER COMMON TO SAID SECTIONS 30 AND 31; THENCE SOUTH 00°11'58" WEST, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 31, 2683.40 FEET TO THE CENTER OF SAID SECTION 31; THENCE NORTH 88°56'54" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 31, 2219.81 FEET MORE OR LESS TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN RAILROAD; THENCE NORTHERLY ALONG THE SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING EIGHT (8) COURSES: 1) THENCE NORTH 03°14'36" WEST, 1008.86 FEET; 2) THENCE NORTH 02°51'15" WEST, 97.60 FEET TO A POINT ON A TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 2795.66 FEET; 3) THENCE NORTHERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 13°19'16", AN ARC LENGTH OF 649.98 FEET; 4) THENCE SOUTH 78°33'05" EAST, 16.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 2779.66 FEET; 5) THENCE NORTHERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 00°28'27", AN ARC LENGTH OF 23.00 FEET; 6) THENCE SOUTH 78°33'05" EAST, 124.18 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 2676.45 FEET; 7) THENCE NORTHERLY ALONG SAID NON-TANGENT CURVE THROUGH A CENTRAL ANGLE OF 02°27'49", AN ARC LENGTH OF 115.08 FEET; 8) THENCE NORTH 15°53'30" EAST, 1507.07 FEET TO A POINT; THENCE LEAVING THE EASTERLY RIGHT-OF-WAY OF SAID BURLINGTON NORTHERN RAILROAD SOUTH 67°43'37" EAST, 1751.24 FEET TO A POINT ON THE EASTERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 30; THENCE SOUTH 01°05'09" WEST, 156.40 FEET TO THE POINT OF BEGINNING.

CONTAINING 153 ACRES MORE OR LESS

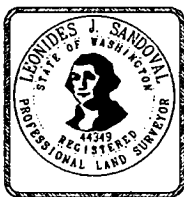


SCALE - FEET
1" = 100'
DETAIL "A"



BASIS OF BEARINGS
RECORD OF SURVEY BOOK 4, PAGE 48

SCALE - FEET
1" = 500'



Expires _____

PARCEL EXHIBIT
PORTIONS OF SECTION 30 AND 31 T. 4N. R. 1E. W.M. AND PORTIONS OF PRESTON LAWS D.L.C. AND JAMES CAMPBELL D.L.C. CLARK COUNTY, WASHINGTON



Klein & Associates, Inc.
ENGINEERING SURVEYING AND PLANNING
1111 12th Street - Hood River, OR 97031
TEL: 541-386-3322 FAX: 541-386-2515

PROJECT: 130718
FILE No: 130718E04
DATE: 7/29/2013
DRAWN BY: J. SHEETS
CHECKED BY: J. SHEETS
DESIGNED BY: J. SHEETS
APPROVED BY: J. SHEETS

Exhibit B
Drainage Easement

WHEN RECORDED RETURN TO:

Clark County Department of Environmental Services
PO Box 9810
1300 Franklin Street
Vancouver, WA 98966-9810

EASEMENT DEED

GRANTOR:
GRANTEE:
ABRV. LEGAL DESCRIPTION:
ASSESSOR'S TAX PARCEL:

The Grantor, Clark County Washington, a Municipal Corporation, for and in consideration of TEN DOLLARS, and other good and valuable consideration, in hand paid, hereby conveys and warrants unto WGS, LLC, a Washington Limited Liability Corporation, and easement for the purpose of drainage of surplus water over, under and across the following described parcel of real property;

Legal description to be attached after survey

This easement must comply with the National Pollution Discharge Elimination System (NPDES) requirements per the Clark County permit, the City of Ridgefield storm water management regulations, the Washington Department of Ecology storm water management regulations, and all other local, state, federal and municipal regulations. The easement herein conveyed shall be appurtenant to the parcel of real property described in Exhibit 1 attached hereto, and each and every parcel divided therefrom, and shall so remain in perpetuity.

Dated this ____ day of _____, 201__

By:
