

Clark County Resolution Report

As Reported by Community Planning Department

On: March 10, 2014

Title: A resolution amending a concomitant rezone agreement.

Brief Description: A resolution relating to land use; adopting amendments to a Concomitant Rezone Agreement (Agreement) that amended the 20-year Comprehensive Growth Management Plan map and zoning map.

Brief History:

PC Worksessions: January 8, 2015

PC Hearings: January 15, 2015

BOCC Hearings: February 24, 2015

DEPARTMENT REPORT

Staff: Oliver Orjiako, ext. 4112; Jose Alvarez ext. 4898

Legal Counsel: Chris Cook, ext. 4775

Background: Board of County Commissioners adopted Ordinance 2008-12-15 to amend certain property from Urban Medium Residential (R-18) and Light Industrial (IL) to General Commercial (GC) subject to the recording of the Agreement approved by the prosecuting attorney. The Planning Commission made its recommendations to the Board of County Councilors on January 15, 2015 to modify the Agreement (CPZ2014-00010 NE 139th). The Board accepted testimony and conducted deliberations at a public hearing on this matter on February 24, 2015. The adopting resolution incorporates the findings made by the Board at the public hearing.

Summary of Resolution: A resolution relating to land use; adopting amendments to a Concomitant Rezone Agreement (Agreement) that amended the 20-year Comprehensive Growth Management Plan map and zoning map.

Appropriation: None.

Fiscal Note: None.

Committee/Task Force Created: None.

Effective Date: These amendments shall go into effect at 12:01 a.m. on March 11, 2015.

Approved = March 10, 2015

SR 042-15

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RESOLUTION NO. 2015 -03 - 03

A RESOLUTION relating to land use; adopting amendments to a Concomitant Rezone Agreement (Agreement) that amended the 20-year Comprehensive Growth Management Plan map and zoning map.

WHEREAS, Clark County adopted a 20-Year Comprehensive Growth Management Plan through ordinances 1994-12-47 and 1994-12-53 on December 20, 1994 to meet the goals and requirements of Chapter 36.70A RCW (also known as the Growth Management Act "GMA"); and

WHEREAS, Clark County adopted an updated 20-Year Comprehensive Growth Management Plan through ordinance 2007-09-13 on September 25, 2007 to meet the goals and requirements of Chapter 36.70A RCW; and

WHEREAS, the Board of County Commissioners adopted Ordinance 2008-12-15 to amend certain property from Urban Medium Residential (R-18) and Light Industrial (IL) to General Commercial (GC) subject to the recording of the Agreement approved by the prosecuting attorney; and

WHEREAS, the Planning Commission made its recommendations to the Board of County Councilors on January 15, 2015 to modify the Agreement; and

WHEREAS, the Board of County Councilors at a duly advertised meeting on February 24, 2015 took public testimony from interested parties, considered all written and oral arguments and testimony and considered all of the comments presented to the Board; and

WHEREAS, the Board of County Councilors finds that the approved Agreement and amendments to the 20-year Comprehensive Growth Management Plan Map and Zoning Map are in the best public interest; and

WHEREAS, the Board of County Councilors concluded at duly advertised public hearings and finds that adoption will further the public health, safety and welfare; now therefore,

BE IT ORDERED AND RESOLVED BY THE BOARD OF COUNTY COUNCILORS OF CLARK COUNTY, STATE OF WASHINGTON, as follows:

Section 1. Findings.

The findings and analysis contained in the Clark County Planning Commission's Memoranda dated February 24, 2015 and attached hereto as Exhibits 1, relating to the amended Agreement are hereby adopted and incorporated herein by reference except where inconsistent with the following.

Section 2. Comprehensive Land Use Plan and Zoning Map Modifications.

1. In the matter of **Annual Review item number CPZ2014-00010 NE 139th St.** Amend the Agreement that amended the Clark County 20-Year Comprehensive Growth Management Plan Map Designation and corresponding Zoning Map for that certain property located generally at the northeast corner of NE 139th Street and NE 10th Avenue from Urban Medium Density Residential (R-18) and Light Industrial (IL) respectively as recommended by the Planning Commission and as indicated on the attached map (Exhibit 2) and is subject to the Agreement (Exhibit 3). The Comprehensive Plan amendment and corresponding zoning will not be effective unless and until such time as the applicant

records the agreed upon executed Agreement approved by the Prosecuting Attorney. In the matter of CPZ2014-00010 NE 139th Street, the Board concluded that the Agreement would be in the best interest of the public. Tax Serial numbers 185672000; 185700000; 185726000; 185727000; and 185796000 located in the SW ¼ Section 23, Township 3 N, Range 1E of the Willamette Meridian.

Section 3. Severability.

If any section, sentence, clause, or phrase of this resolution should be held invalid or unconstitutional by a court of competent jurisdiction or the Growth Management Hearings Board, such invalidity or unconstitutionality shall not affect the validity or unconstitutionality of any other section, sentence, clause, or phrase of this resolution.

Section 4. Effective Date.

This resolution shall go into effect at 12:01 a.m. on March 11, 2015.

Section 5. Instructions to Clerk.

The Clerk to the Board shall:


1. Transmit a copy of this resolution to the Washington State Department of Commerce within ten days of its adoption pursuant to RCW 36.70A.106.
2. Transmit a copy of the adopted resolution to Clark County Geographic Information Systems (Ken Pearrow GIS Coordinator), to Community Planning Department, and to Community Development Department - Development Services (Debra Weber, Tidemark Data Manager).
3. Record a copy of this resolution with the Clark County Auditor.
4. Cause notice of adoption of this resolution to be published forthwith pursuant to RCW 36.70A.290.

ADOPTED this 10th day of March 2015.

Attest:

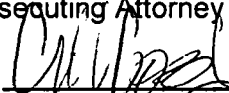

Clerk to the Board

BOARD OF COUNTY COUNCILORS
FOR CLARK COUNTY, WASHINGTON

By: 
David Madore, Chair

Approved as to Form Only:

Anthony F. Golik
Prosecuting Attorney

By: 
Christine Cook
Sr. Deputy Prosecuting Attorney

By: _____
Tom Mielke, Councilor

By: _____
Jeanne Stewart, Councilor



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Planning Commission Recommendation to the Board of County Councilors

FROM: Valerie Uskoski, Vice-chair

PREPARED by: Jose Alvarez, Planner III

DATE: February 24, 2015

SUBJECT: CPZ2014-00010 NE 139th St North

PLANNING COMMISSION RECOMMENDATION:

Planning Commission heard this matter at a duly advertised public hearing on January 15, 2015. The Planning Commission voted 5 to 0 to recommend approval to amend the concomitant rezone agreement to remove the cap on trips and replace it with the following mitigation measures:

- A west bound right turn lane on NE 139th Street at NE 10th Avenue with an overlap phase.
- Modify the southbound NE 10th Avenue approach to NE 139th Street to provide either: (1) a second southbound left turn lane; or (2) a shared through-left center lane (converted from the existing through only lane) and split phasing with the northbound approach.
- Modify the southbound NE 23rd Avenue approach to NE 134th Street to provide either: (1) a shared left-right lane (converted from the existing left only lane) with the existing exclusive right turn lane; or (2) an overlap phase for the existing right turn lane.
- Install a traffic control device at the site access to 10th Avenue, opposite NE 141st Street: either a traffic signal or a roundabout
- Modify the northbound NE 10th Avenue between NE 139th Street and the site access to include turn lane(s) for the entire street segment

BACKGROUND: A proposal (CPZ2008-00022) was submitted in 2008 to amend the Comprehensive Plan and zoning designation for parcels (185672-000, 185727-000 and 185796-000) from a light industrial designation with IL zoning to a General Commercial designation with GC zoning and parcels (185700-000 and 185762-000) from Urban Medium with R-18 zoning to General Commercial with GC zoning. A third element of the proposal was to amend the "split zoning" of parcel 185759-000 from Light Industrial with IL zoning to Urban Medium with R-18 zoning to make the entire parcel Urban Medium with R-18 zoning. The third element is not a part of this proposal.

Staff recommended the Planning Commission deny the proposal at the June 19, 2008 hearing due to the significant increase in potential trip generation which could affect nearby intersections, the Salmon Creek Avenue and 134th Street concurrency corridors

and the Salmon Creek Interchange project. On the day of the hearing the applicants proposed a concomitant rezone agreement that would (1) limit the number of trips to the site based on the existing zoning (462 peak PM hours); and (2) prohibit big box retail on the properties (big box development was defined as any one retailer occupying over 100,000 sq. ft. of ground floor area). The Planning Commission recommended approval to the Board of County Commissioners based on the concomitant rezone agreement satisfying the transportation issues. The Board of County Commissioners heard the matter on October 23, 2008 and approved the Planning Recommendation to amend the comprehensive plan subject to the concomitant rezone agreement.

The agreement while proposed by the applicant was never executed due to the inability of the applicants to agree on how to allocate the 462 trips. The zoning on the properties has not been amended and is still Light Industrial and R-18. The applicants are now requesting to remove the cap of 462 peak hour trips.

This request is being processed as a post-decision review to a conditional approval of a concomitant rezone.

TRANSPORTATION ISSUES: In the intervening years since this proposal was first considered there have been several transportation related changes in the area: (1) The Salmon Creek Interchange Project phase I has been completed and opened to the public this fall; (2) Improvements along NE 10th Ave, from 149th St to 164th St, have been added to the 6-year Transportation Improvement Plan (TIP); and (3) Concurrency program has been changed to a use a corridor volume to capacity metric.

The applicant submitted a traffic impact analysis which concluded the site could generate 1,038 trips when rezoned to GC zoning. The current IL zoning, when this site is fully developed, could generate 462 trips. Therefore, approval of the rezone to GC zoning would generate 576 more trips than the current IL zoning. Due to the nature of commercial businesses most of the 576 trips are automobiles that are currently on the road system (353) and attracted to the business due to convenience. 223 trips are new vehicles on the transportation system as a result of the proposed GC zoning.

The applicant relies on the planned 10th Avenue bridge over Whipple Creek to accommodate the additional trips. The bridge was not assumed as a planned project when the rezone was proposed in 2008. This bridge building project is now listed in the County's six-year TIP, recognizing it as a priority. The project relies on state funds to complete the project.

Using the new concurrency standard, congestion is evaluated on the street segments and intersections. Street segments are measured by comparing the amount of traffic volumes to the carrying capacity of the roadway. A volume-to-capacity ratio of 0.90 indicates failure. The applicant's analysis indicates NE 10th Ave., north of NE 139th St., will exceed the concurrency standard with the current IL zoning (1.06) and with the proposed GC zoning (1.36). The applicant's traffic analysis shows that three intersections will fail in the future, regardless of the zone change. While the proposal intends to mitigate the impacts of the development with intersection improvements and

refined signal operations, the specific mitigation requirements will come at the time of site plan approval.

In 2008, staff recommended that a concomitant rezone agreement be required that would limit the trip generation to the same PM peak hour trips (462) generated by development under the existing IL zoning designations. The capacity on NE 139th St. is no longer a limiting factor to future development along the corridor, due to the change in concurrency standards. However, concurrency failure is expected on NE 10th Ave., and the intersections at NE 10th Ave./ NE 139th St., NE 10th Ave./NE 141st St., and NE 23rd Ave./NE 134th St. The intersections can be mitigated below the concurrency standards as proposed by the applicants' traffic analysis. However, the applicants' traffic analysis has not addressed the lack of capacity on NE 10th Ave, north of NE 139th St. This segment is projected to be over capacity under the current zoning and will be exacerbated with the applicants' proposal.

Mitigation Consideration

The segment of northbound and southbound NE 10th Ave, between NE 139th St and the proposed site access has been projected to fail concurrency in the 20 year planning horizon. This street segment is classified as a two-lane collector with a center turn lane and bike lanes (C-2cb). The concurrency ordinance assigns a capacity of 900 vehicles to this classification during the PM peak period. The segment is approximately ~500 feet. The segment is expected to exceed capacity in the planning horizon under the existing IL zoning, and worsened under the proposed GC zoning. The applicant is not proposing to change the classification, but contend that the additional turn lanes in both the north and southbound approach add capacity to the segment; and should be considered in staff's evaluation.

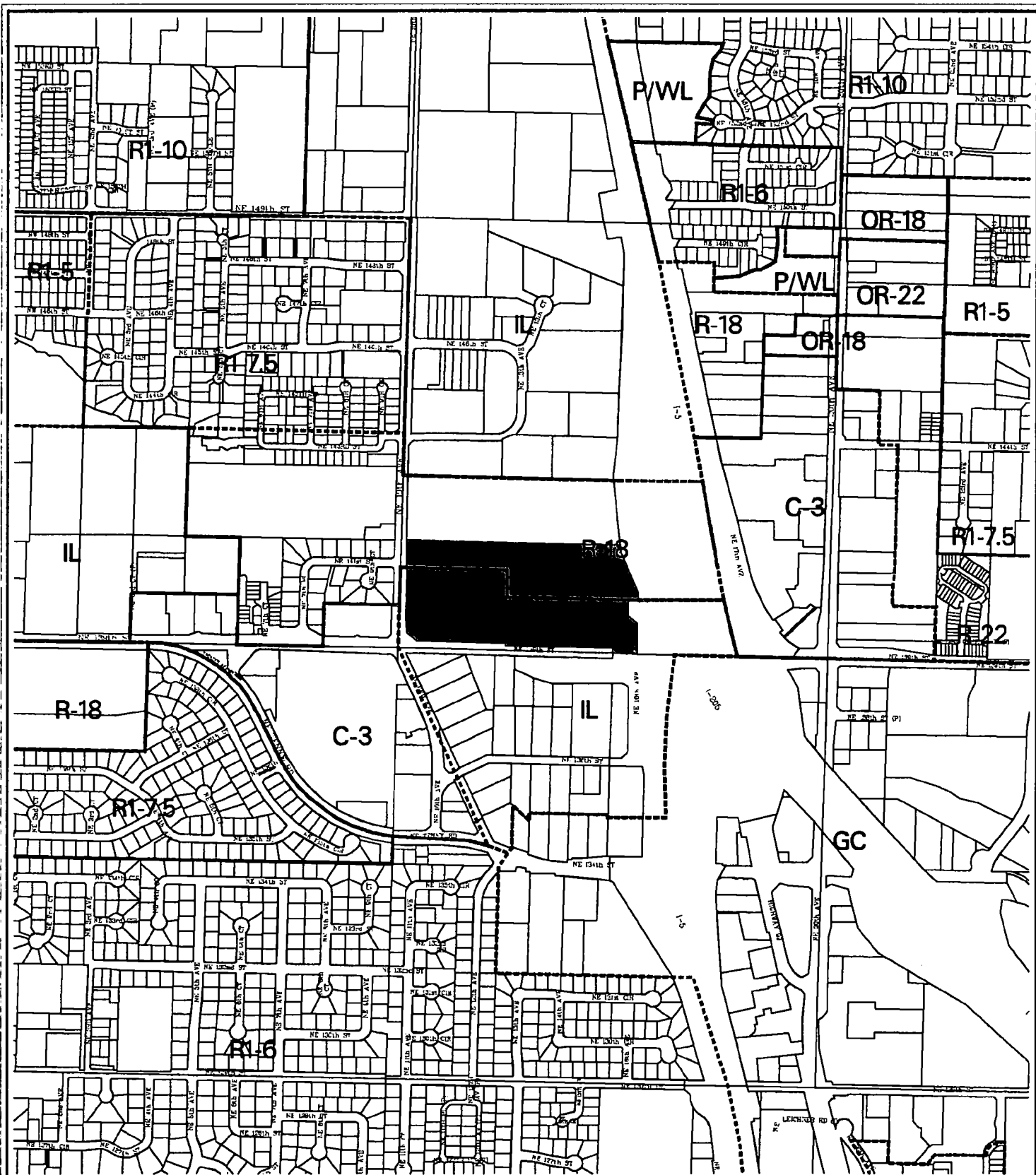
The applicant's future year forecast with the proposed GC zoning estimate 408 vehicles turning right on northbound NE 10th Ave to the site, 784 vehicles continuing northbound past the site and 32 vehicles turning left to the residential neighborhood; totaling 1,224 vehicles on the segment. When evaluated with the classification, the volume-to-capacity ratio equals 1.36. If the proposed right turn lane were to be considered in the concurrency evaluation the volume-to-capacity ratio would equal 0.68; meeting concurrency for northbound NE 10th Ave., between NE 139th St. and the site access.

Southbound NE 10th Ave., from the site access to the NE 139th St., per the applicant forecast, is projected to have 526 vehicles turning left onto eastbound NE 139th St., 383 vehicles continuing to travel southbound and 342 vehicles turning right onto westbound NE 139th St., for a total of 1,251 vehicles on the segment. When evaluated with the classification, the volume-to-capacity ratio equals 1.39. If the proposed dual left turn lanes were to be considered in the concurrency evaluation the volume-to-capacity ratio would equal 0.70; meeting concurrency for southbound NE 10th Ave, between the site access and NE 139th St.

Staff acknowledges that the proposed mitigation improvements add capacity to the segment of NE 10th Ave., between NE 139th St and the site access, while the classification remains a C-2cb. The mitigation which is being proposed for this

application, does not limit the mitigation that may be necessary during the development review process.

North of the site there is a considerable amount of land north of NE 154th St. in urban holding. A project identified in the six-year transportation improvement program constructs a two lane bridge on NE 10th Ave., over Whipple Creek. Once this project is completed it will attract additional vehicles on NE 10th Ave. NE 10th Ave., from NE 139th St. to NE 149th St. is expected to exceed the concurrency thresholds (SB-0.93, NB-0.99) in the planning horizon regardless of this proposed rezone. The lifting of the urban holding overlay is dependent on the infrastructure capacities for serving the area. While the proposed rezone may add capacity to a section of NE 10th Ave., the corridor's classification may be undersized south of NE 149th St., hampering the ability to lift urban holding under the current street classification. A reclassification of NE 10th Ave. may be necessary to facilitate future development.









File # CP22014-00010, SN 185672000 185700000 185726000 185727000 185796000

Location: T3N R1E SEC 23

Comp Plan Change/Rezone/Text Change/Docket I

Owner: EASTER RICHARD

-  Subject Property
-  Zoning Boundary
-  Mining Combining District
-  Contingent Zoning
-  Urban Holding-10
-  Urban Holding-20



When Recorded, Return to:

Randall B. Printz
Landerholm, Memovich, Lansverk
& Whitesides, P.S.
P.O. Box 1086
Vancouver, WA 98666-1086

ABOVE SPACE RESERVED FOR RECORDING INFORMATION

CONCOMITANT REZONE AGREEMENT

Grantors: Thomas F. Meyer and Jean L. Meyer, husband and wife; T&J Meyer, LLC, a Washington Limited Liability Company; Meyer Clan, LLC, a Washington Limited Liability Company; HAG, LLC, a Washington Limited Liability Company; and DeWitt Properties, a Washington Limited Liability Company.

Grantee: Clark County, Washington, a political subdivision of the State of Washington

Assessor's Property Tax Serial Numbers: 185796-000; 185700-000; 186672-000; 185726- 000; and 185727-000.

An Agreement and Covenant to Clark County, a Municipal corporation and political subdivision of the State of Washington (hereinafter "County"), from Thomas F. & Jean L. Meyer, T & J Meyer, LLC, Meyer Clan, LLC, HAG, LLC and DeWitt properties, LLC (hereinafter "Applicant's").

Applicants are owners of certain individual parcels of real property located in Clark County, legally described in Exhibit "A" (the "Properties") which Applicants wish to rezone. Applicants covenant to the County that if the Properties are rezoned from their current Light Industrial (IL) zoning/ Light Industrial (IL) comprehensive plan designation and Residential (R-18) zoning/Urban Medium (UM) comprehensive plan designation to General Commercial (GC) zoning/ General Commercial (GC) comprehensive plan designation, that the Properties will be used only in accordance with this Covenant and subject to the conditions herein described.

Applicants herein covenant and agree on behalf of themselves and all of their heirs, assigns and successors in interest into whose ownership the Properties might pass, as follows, it being specifically agreed that this is a covenant which touches, concerns, enhances, benefits and runs with the Properties of the Applicants:

1. **Title.** Applicants are the sole and exclusive owners of the Properties situated in Clark County, Washington, legally described in Exhibit "A" attached hereto; and identified by individual parcel in the signature blocks below.

2. **Conditions.** In conjunction with the County's rezone of the Properties as described above, the Properties shall be subject to the following conditions:

a. Development or re-development of the Properties shall not result in any one retailer occupying more than 100,000 Sq .ft. of building space on the ground floor area of the Properties.

b. Prior to a building permit being issued for any portion of the Properties, the following mitigation measures must be in place; provided, however, that the terms of this Concomitant Rezone Agreement shall not prevent or limit mitigation measures that may be required by Clark County as part of the development review process:

- A west bound right turn lane on NE 139th Street at NE 10th Avenue with an overlap phase.
- Modify the southbound NE 10th Avenue approach to NE 139th Street to provide either: (1) a second southbound left turn lane; or (2) a shared through-left center lane (converted from the existing through only lane) and split phasing with the northbound approach.
- Modify the southbound NE 23rd Avenue approach to NE 134th Street to provide either: (1) a shared left-right lane (converted from the existing left only lane) with the existing exclusive right turn lane; or (2) an overlap phase for the existing right turn lane.
- Install a traffic control device at the site access to 10th Avenue, opposite NE 141st Street: either a traffic signal or a roundabout.
- Modify the northbound NE 10th Avenue between NE 139th Street and the site access to include turn lane(s) for the entire street segment

3. **Remedies.** This Covenant may be enforced by the County in any or all of the following ways at its option:

a. By the County's refusal to issue any building permits and/or occupancy permits if any of the conditions in Section 2 are violated by the Applicants, or any of their successors in interest, or by the revocation of any such permits for the failure of Applicant, or its successors to observe any of the provisions of this Agreement, but said revocation may only occur after a hearing by the Board of County Commissioners, or the County Land Use Hearings Examiner for which ten (10) days notice by publication in a paper of general circulation has been given to the Applicants and to affected parties by registered mail, return receipt requested and/or certified mail.

- b. By bringing suit in any court of competent jurisdiction for monetary damages to cover the expected cost of the County's performance of any and all obligations covenanted herein and which are to be performed by the County, or its direction, on behalf of any obligor,
 - c. For injunction to cause specific performance of this Agreement, or for other appropriate relief as may be deemed desirable by County;
4. **Binding.** This Covenant shall remain in full force and effect until amended, modified or terminated by the action of Applicants and Clark County in zoning proceedings appropriate for that purpose. The County reserves authority to impose new or different regulations to the extent required by a serious threat to public health and safety.
5. **Recording.** This Agreement shall be recorded with the Clark County Auditor so as to appear as a covenant within the chain of title for the Properties.
6. **Severability.** This Agreement is expressly made and entered into under the authority of RCW 36.70B.170. Should any court of competent jurisdictions find any provision of this Agreement to be invalid under RCW 36.70B or otherwise, the remainder of this Agreement shall remain in full force and effect.
7. **Successors.** This Agreement and all of its provisions, and each of them, shall be binding upon Applicant, and any and all of its heirs, assigns and successors in interest into whose respective ownership the Properties may pass, and any obligation made herein by Applicant shall be enforceable against all of their heirs, assigns and successors of interest into whose ownership real property may pass, and all of them.
8. **Annexation. Incorporation, Successors. and Assigns.** Subject to the terms hereof, the provisions of this Agreement shall extend to, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns. This Agreement shall be recorded with the real property records of Clark County. This Agreement is binding on the parties hereto, their successors, and assigns, including the city, town, or municipality that assumes jurisdiction through incorporation or annexation of the area covering the Properties by this Agreement. The terms of this Agreement shall be binding on all successors, assigns or future parties in interest, including, but not limited to, and through future annexation or incorporation of area in which the development exists.

9. **Applicable law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Jurisdiction over and venue of any suit arising out of or related to this Agreement, shall be exclusively in the state and federal courts of Clark County, Washington. In the event of any apparent conflicts between the provisions of the County Code or ordinances and this Agreement, this Agreement shall prevail.
10. **Entire Agreement.** This Agreement contains the entire Agreement between the parties with respect to this matter. It may not be modified except in a writing signed by the party against whom enforcement of the modification is sought.
11. **Waiver.** The waiver by a party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by that party. No waiver shall be valid unless in writing and signed by the party against whom enforcement of the waiver is sought.
12. **Notice.** All correspondence and any notice required in this Agreement shall be delivered to the following parties:

If to County: Clark County Community Planning
Attn: Long Range Planning Director
1300 Franklin St.,
Vancouver, WA 98660

If to Property Owners: Michael A. Jenkins
MAJ Development Corporation
300 West 15th Street
Vancouver, Wa. 98660

With copy to holders of record title to
the properties as identified on the County
GIS system

Whenever possible a copy of the notice will be sent to the parties to be notified by electronic mail on the date the notice is given. Notice may also be given by personal service on the party to be notified; by commercial overnight courier; or by U.S. mail, postage prepaid. In the event that notice is given by personal service or by commercial courier, notice will be deemed to have been given upon the date that notice is actually delivered to the party to be notified. In the case of notice provided by U.S. Mail, notice will be deemed to have been given three days following the deposit of the notice in a United States mailbox.

13. **Effective Date.** The Effective Date of this Agreement shall be the date of the last signature required for this agreement to be enforceable.

14. Execution. The following representatives of the parties are authorized to, and do hereby, execute on behalf of the party so indicated.

DATED this _____ day of _____, 2015

CLARK COUNTY:

ATTEST:

BOARD OF COUNTY COUNCILORS
FOR CLARK COUNTY, WASHINGTON

Clerk to the Board

By: _____
David Madore, Chair

APPROVED AS TO FORM ONLY:

Anthony F. Golik
Clark County Prosecuting Attorney

By: _____
Tom Mielke, Councilor

By: _____
Christine Cook
Sr. Deputy Prosecuting Attorney

By: _____
Jeanne Stewart, Councilor

**APPLICANTS:
Property owners for #185796-000**

Thomas F. Meyer

_____ Date

Jean L. Meyer

_____ Date

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that _____ signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the sole member of _____, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2015.

NOTARY PUBLIC for the State of Washington,
Residing in the County of Clark
My Commission Expires: _____

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that _____ signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the sole member of _____, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2015.

NOTARY PUBLIC for the State of Washington,
Residing in the County of Clark
My Commission Expires: _____

Property owner for #185700-000

T&J Meyer, LLC

By: _____

Print name _____

Date

Position: _____

STATE OF WASHINGTON)

) ss.

County of Clark)

I certify that I know or have satisfactory evidence that _____ signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the sole member of _____, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2015.

NOTARY PUBLIC for the State of
Washington, Residing in the County of
Clark
My Commission Expires: _____

Property owner for #185672-000

Meyer Clan, LLC

By: _____

Print name _____

Date

Position: _____

STATE OF WASHINGTON)
County of Clark) ss.
)

I certify that I know or have satisfactory evidence that _____ signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the sole member of _____, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2015.

NOTARY PUBLIC for the State of
Washington, Residing in the County of
Clark
My Commission Expires: _____

Property owner for #185726-000

HAG, LLC

By: _____

Print name _____

Date

Position: _____

STATE OF WASHINGTON)

) ss.

County of Clark)

I certify that I know or have satisfactory evidence that _____ signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the sole member of _____, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2015.

NOTARY PUBLIC for the State of
Washington, Residing in the County of
Clark
My Commission Expires: _____

Property owner for #185727-000

T&S Family Properties, LLC

By: _____

_____ Date

Print name _____

Position: _____

STATE OF WASHINGTON)

) ss.

County of Clark)

I certify that I know or have satisfactory evidence that _____ signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the sole member of _____, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2015.

NOTARY PUBLIC for the State of
Washington, Residing in the County of
Clark
My Commission Expires: _____

