

CLARK COUNTY STAFF REPORT

DEPARTMENT: Public Works / Development Engineering Section

DATE: April 18, 2017

REQUESTED ACTION: Approve developer's agreement with Aho Construction for the purpose of bonding for improvements, and obtaining unlimited building permits after substantially completing needed infrastructure for NE 72nd Ave PUD aka Hidden Crest, located at 13416 NE 72nd Ave on a 40.61 acre parcel.

___ Consent X Hearing ___ County Manager

PUBLIC WORKS GOALS:

- Provide safe and efficient transportation systems in Clark County
- Create and maintain a vibrant system of parks, trails and green spaces
- Continue responsible stewardship of public funds
- Promote family-wage job creation and economic development to support a thriving community
- Maintain a healthy, desirable quality of life
- Increase partnerships and foster an engaged, informed community
- Cultivate a nimble, responsive work force
- Make Public Works a great place to work

BACKGROUND

Aho Construction, a longtime residential builder in Clark County, has requested permission to bond for improvements, which warrant recording of the final plat. This practice is authorized by state law. Additionally, Aho is seeking, through this developer's agreement, to obtain unlimited building permits after substantially completing needed infrastructure. This agreement constitutes a pilot project of a cooperative effort with a known developer to make the most efficient use of the construction season while still protecting the public's interest. No occupancy will be granted until all the subdivision infrastructure has been completed and inspected.

COUNCIL POLICY IMPLICATIONS

None

ADMINISTRATIVE POLICY IMPLICATIONS

None

COMMUNITY OUTREACH

Public notice provided for public hearing to be held per this staff report.

PW17-045

BUDGET IMPLICATIONS

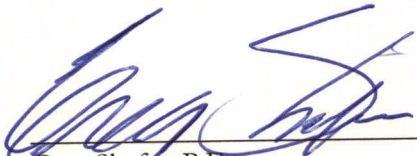
YES	NO	
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	X	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

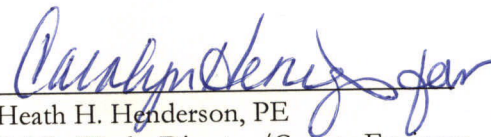
BUDGET DETAILS

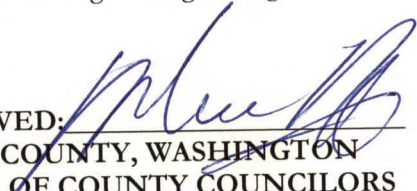
Local Fund Dollar Amount	None
Grant Fund Dollar Amount	None
Account	
Company Name	

DISTRIBUTION:

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>

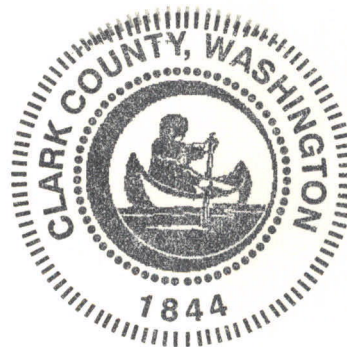

 Greg Shafer, P.E.
 Development Engineering Manager


 Heath H. Henderson, PE
 Public Works Director/County Engineer

APPROVED: 
 CLARK COUNTY, WASHINGTON
 BOARD OF COUNTY COUNCILORS

DATE: April 18, 2017

SR# _____



APPROVED: _____
 Mark McCauley, County Manager

DATE: _____

RESOLUTION NO. 2017- 04-12

A RESOLUTION relating to land use; approving a development agreement with Aho Construction, Inc. ("Developer") for property generally located near the intersection of NE 134th Street and NE 72nd Ave. (the "Site").

1 **WHEREAS**, Developer is in the process of building infrastructure en route to final plat
2 approval for a subdivision known as Hidden Crest PUD; and

3 **WHEREAS**, in lieu of completion of construction, Developer will bond for a portion of
4 the infrastructure costs as a prerequisite to final plat approval; and

5 **WHEREAS**, Developer has requested permission to apply for and receive building
6 permits prior to final inspection consistent with the provisions of the accompanying Developers
7 Agreement; and

8 **WHEREAS**, the Developer has provided the necessary exhibits and bonding to support
9 the Developers Agreement; and

10 **WHEREAS**, the Board is considering this matter at a duly advertised public hearing; and

11 **WHEREAS**, the Board concludes that approval of this development will further the
12 public welfare; and

13 **WHEREAS**, a development agreement as proposed by Developer is authorized by RCW
14 36.70B.170 - .210; now, therefore,

15 **BE IT ORDERED AND RESOLVED BY THE COUNTY COUNCIL OF CLARK**
16 **COUNTY, STATE OF WASHINGTON as follows:**

- 17 1. The findings contained in the recital clauses are incorporated herein.
18 2. The Hidden Crest PUD Developer's Agreement with Aho Construction, Inc. is hereby
19 provisionally approved and attached hereto as Exhibit "A".

20 ADOPTED this 18th day of April, 2017.
21

Attest:

Rebecca Jiltor
Clerk to the Board

BOARD OF COUNTY COUNCIL
CLARK COUNTY, WASHINGTON

By: Marc Boldt
Marc Boldt, Chair

Approved as to form only:
ANTHONY F. GOLIK
Prosecuting Attorney

By: _____
Jeanne E. Stewart, Councilor

By: Christy How
Deputy Prosecuting Attorney

By: _____
Julie Olson, Councilor

By: _____
John Blom, Councilor

By: _____
Eileen Quiring, Councilor



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8 **DEVELOPMENT AGREEMENT**
9 **BY AND BETWEEN CLARK COUNTY AND DEVELOPERS FOR THE**
10 **DEVLEOPMENT OF HIDDEN CREST PUD, PHASES 1 & 2**

11 THIS DEVELOPMENT AGREEMENT is made and entered into by and between Clark
12 County, a political subdivision of the State of Washington, hereinafter referred to as the
13 “County” and Aho Construction I, Inc., a Washington corporation, hereinafter referred to
14 as the “Developers.”

15
16 **RECITALS**

17
18 WHEREAS, the Developers separately own or control certain parcels of real
19 property which are located within the County, commonly referred to as “Hidden Crest
20 PUD”, and whose legal descriptions are more fully described in the attached Exhibit “A”,
21 which is incorporated by reference herein; and

22
23 WHEREAS, the County is a Washington political subdivision with land use
24 planning and permitting authority; and,

25
26 WHEREAS, the Developers hold development approvals for the property, issued
27 by the County, as follows: HIDDEN CREST PUD (Clark County Permit Nos.
28 ENG2016-00069; PLD 2015-00036; PUD2015-00001); and

29
30 WHEREAS, all of the Developers’ development approvals listed above are
31 subject to Conditions of Approval requiring the construction of public and private
32 infrastructure; and

33
34 WHEREAS, Developer has currently received preliminary approval of the multi-
35 phase project and final engineering approval for Phases 1 and 2 of the Development, as
36 described in Exhibit A attached hereto; and

37
38 WHEREAS, in order to expedite the development of Phases 1 and 2, the
39 Developer wishes to acquire bonds or other security guaranteeing payment for required
40 public and private infrastructure improvements within the Development otherwise
41 required prior to final plat approval, to allow for the expedited recording of said phases,
42 and to allow for application for individual residential construction permits, and

43
44

1 WHEREAS, the Developer is willing to provide security to ensure necessary
2 public and private improvements are constructed and working prior to occupancy of
3 residences consistent with this Development Agreement; and
4

5 WHEREAS, this Development Agreement is intended to work in concert with the
6 conditions of preliminary PUD approval currently issued for the Development and final
7 engineering approval currently issued for Phases 1 and 2 of the Development by the
8 County; and
9

10 WHEREAS, if approved, Developer can better coordinate construction activities
11 in conjunction with the regular seasonal weather patterns of the region; and
12

13 WHEREAS, the Council finds that it is in the public interest to support innovative
14 approaches to reduce the cost of subdivision expenses as long as developments are
15 constructed in compliance with state law and county code requirements; and
16

17 WHEREAS, the Washington State Legislature has authorized the execution of a
18 Development Agreement between a local government and a person having ownership or
19 control of real property within its jurisdiction pursuant to RCW 36.70B.170(1)- RCW
20 36.70B.210; and
21

22 WHEREAS, a Development Agreement may set forth the development standards
23 and other provisions that shall apply to, govern and vest the development, use and
24 mitigation of the development of the real property for the duration specified in the
25 agreement; all pursuant to RCW 36.70B.170(1) which provides:
26

27 (1) A local government may enter into a development agreement with a
28 person having ownership or control of real property within its jurisdiction.
29 A city may enter into a development agreement for real property outside
30 its boundaries as part of a proposed annexation or a service agreement. A
31 development agreement must set forth the development standards and
32 other provisions that shall apply to and govern and vest the development,
33 use, and mitigation of the development of the real property for the
34 duration specified in the agreement. A development agreement shall be
35 consistent with applicable development regulations adopted by a local
36 government planning under chapter 36.70A RCW; and,
37

38 WHEREAS, the legislative findings supporting the enactment of this
39 section provide:
40

41 The legislature finds that the lack of certainty in the approval of
42 development projects can result in a waste of public and private resources
43 escalate housing costs for consumers and discourage the commitment to
44 comprehensive planning which would make maximum efficient use of
45 resources at the least economic cost to the public. Assurance to a

1 development project applicant that upon government approval the project
2 may proceed in accordance with existing policies and regulations, and
3 subject to conditions of approval, all as set forth in a development
4 agreement, will strengthen the public planning process, encourage private
5 participation and comprehensive planning, and reduce the economic costs
6 of development. Further, the lack of public facilities and services is a
7 serious impediment to development of new housing and commercial uses.
8 Project applicants and local governments may include provisions and
9 agreements whereby applicants are reimbursed over time for financing
10 public facilities. It is the intent of the legislature by RCW 36.70B.170
11 through 36.70B.210 to allow local governments and owners and
12 Developers of real property to enter into development agreements; and,
13

14 WHEREAS, for the purposes of this Development Agreement, "development
15 standards" includes, but is not limited to, all of the standards listed in RCW
16 36.70B.170(3) and the development conditions contained in any and all local, state and
17 federal permit approvals governing this development which are incorporated herein; and
18

19 WHEREAS, pursuant to RCW 58.17.130, the County is authorized to accept a
20 bond in lieu of completion of actual construction of required public and private
21 infrastructure improvements in order to issue final plat approval prior to completion of
22 such improvements; and
23

24 WHEREAS, pursuant to the County's Unified Development Code criteria, the
25 parties wish to establish and memorialize that such criteria have been satisfied or shall be
26 satisfied under the provisions of this Agreement.
27

28 NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:
29

30 **Section 1. Development Agreement.**

31 This Agreement is a Development Agreement to be implemented in accordance with
32 RCW 36.70B.170 through RCW 36.70B.210. It shall become a contract between the
33 Developers and the County upon approval by the Clark County Council through adoption
34 of a resolution following a public hearing as provided for in RCW 36.70B.170.
35
36

37 **Section 2. Effective Date of Agreement.**

38 This Agreement shall take effect immediately upon its adoption by the Board of County
39 Commissioners and execution by all parties.
40

41 **Section 3. Construction by Developers of Required Improvements.**

42 Construction schedules and costs associated with all bonded improvement shall be
43 itemized in a schedule attached hereto as Exhibit B.
44
45
46

1 **Section 4. Escrow Payment Structure.**

2
3 The developer shall provide security by escrow, letter of credit, bond or other security
4 approved by the County. It is anticipated that for purposes of this Development
5 Agreement, unconstructed improvements as identified in Exhibit C shall be bonded in an
6 amount of 150% of the estimated cost of construction identified therein.

7
8 **Section 5. Conditional Recording of PUD Phases 1 and 2 and Issuance of**
9 **Building Permits.**

10
11 Upon execution of this Agreement and,

12
13 (a) construction of the following infrastructure improvements:

- 14
15 Water supply – not to include meters & laterals
16 Sanitary sewer – to include mains, laterals and manholes; not to include pump station
17 Stormwater – to include excavation; transfer lines & vaults; not to include final
18 landscaping
19 Underground Utilities – provisions for other utilities (i.e. gas, electric, cable, etc.) under
20 the roadway prism
21 Street Curbing
22 Street base – prior to paving/asphalt
23 Fire suppression – may include temporary measures prior to hydrants

24
25 (b) submission of an Engineer's estimate for remaining public and private improvements,

26
27 (c) escrow, letter of credit, bond or other security guaranteeing construction of remaining
28 public and private improvements to satisfy the conditions of development approvals,

29
30 (d) demonstrated compliance with all other conditions of PUD approval;

31
32 the County will approve the recording of the Phases 1 and 2 of HIDDEN CREST PUD.
33 Upon recording Phases 1 and 2, and completion of those items identified in Exhibit B to
34 be completed in advance of building permit issuance, the Developer shall be entitled to
35 apply for building permits up to the number of residential lots recorded, PROVIDED, no
36 occupancy permits shall be issued prior to the completion of ALL required infrastructure
37 improvements as identified in Exhibit B.

38
39 Fulfillment of the terms of this Agreement shall be a condition of any final approval of
40 the Developer's project upon their Properties.

41
42 **Section 6. Term of Agreement.**

43
44 This Agreement shall commence upon the Effective Date, and shall continue in force for
45 18 months or until the all required improvements are complete and approved, whichever
46 occurs first. Bonds for required improvements shall be in the amount of 150% of the
47 improvements identified in Exhibit B attached hereto.

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Section 7. Minor Modifications.

Minor modifications to the provisions of this Agreement or the exhibits attached hereto that are mutually agreed upon by the Parties may be allowed administratively without the necessity of a public hearing.

Section 8. Further Discretionary Actions.

Nothing in this Agreement shall be construed to limit the authority or the obligation of the County to process any land use approvals, including preliminary plat, PUD, CUP, Site Plan Review or Building Permit under the processes established by the County; provided however, that such process shall not impose conditions inconsistent with the provisions of this Agreement. Pursuant to RCW 36.70B.170(4), the County shall reserve authority to impose new or different regulations to the extent required by a serious threat to public health and safety

Section 9. Remedies.

Should a disagreement arise between the County and the Developers, or between the Developers, regarding the interpretation and application of this Agreement, the parties agree to attempt to resolve the disagreement by first meeting and conferring. If mediation proves unsuccessful the disagreement may be resolved by judicial action filed in the Clark County Superior Court.

Section 10. Performance.

Failure by either party at any time to require performance by the other party of any of the provisions hereof shall in no way affect the parties' rights hereunder to enforce the same, nor shall any waiver by a party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.

Section 11. Venue.

This Agreement shall be construed in accordance with and, governed by, the laws of the State of Washington. The parties agree to venue in the Superior Court for Clark County, State of Washington, to resolve any disputes that may arise under this Agreement.

Section 12. Notices.

All notices, demands, consents, approval or other communications which are required or desired to be given by either party to the other hereunder will be in writing and will be hand-delivered or sent by United States Mail, addressed to the appropriate party at its address as set forth, or at such other address as the party will have last designated by

1 notice to the other. Notices, demands, consents, approvals, and other communications
2 will be deemed given when delivered two (2) days after mailing.

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7 Notices to the County: The Board of County Commissioners
8 Clark County Public Service Center
9 1300 Franklin Street
10 6th Floor
11 Vancouver, WA 98660

12
13 With copies to: Chief Civil Deputy Prosecuting Attorney
14 1013 Franklin Street, 4th Floor
15 Post Office Box 5000
16 Vancouver, WA 98666

17
18 Notice to Developers: Aho Construction I, Inc.
19 5512 NE 109th Ct., STE 101
20 Vancouver, WA 98662

21
22 **Section 13. Severability.**

23
24 If any portion of this Agreement shall be invalid or unenforceable to any extent, the
25 validity of the remaining provisions shall not be affected thereby.

26
27 **Section 14. Inconsistencies.**

28
29 If any provisions of the Clark County Code or the Developers' future land use approvals
30 are deemed inconsistent with the provisions of this Agreement, the provisions of this
31 Agreement shall prevail.

32
33 **Section 15. Binding on Successors and Recording.**

34
35 This Agreement shall run with the land and be binding upon and inure to the benefit of
36 the Developers(s), the parties, and their respective heirs, successors and assigns. This
37 Agreement shall be recorded with the Clark County Auditor by the County, against the
38 real property indicated on Exhibit "A".

39
40 **Section 16. Assignment.**

41
42 Any Developers may sell or otherwise lawfully dispose of any portion of the Property or
43 its right to develop the Property to another person who, upon approval of the county
44 engineer whose approval will not be unreasonably withheld, and such successor shall be
45 subject to the applicable provisions of this Agreement and entitled to all rights provided
46 for herein.

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Section 17. Recitals.

Each of the recitals contained herein are intended to be, and are incorporated as, covenants between the parties and shall be so construed.

Section 18. Amendments.

This Agreement may only be amended by mutual agreement of the parties.

Section 19. No Third-Party Beneficiaries.

This Agreement represents the entire Agreement between the Developers and the County, and between the Developers, with regard to development of the Property and all prior agreements oral or written are superseded hereby. This Agreement is for the benefit of the County in its duty to provide for public health, safety and welfare and for the Developers. No rights or obligations are intended or created by this Agreement for entities or persons other than the parties to this Agreement.

Section 20. Force Majure.

In the event of any of the following occurrences, the parties agree to make reasonable modifications to any of the terms of this agreement in order to effect its successful completion:

- (a) an act of war or terrorism;
- (b) a strike or strikes or other industrial action or blockade or embargo or any other form of civil disturbance (whether lawful or not), in each case affecting on a general basis the industry related to the affected Services and which is not attributable to any unreasonable action or inaction on the part of the Company or any of its Subcontractors or suppliers and the settlement of which is beyond the reasonable control of all such persons;
- (c) specific incidents of exceptional adverse weather conditions in excess of those required to be designed for in this Agreement which are materially worse than those encountered in the relevant places at the relevant time of year;
- (d) tempest, earthquake or any other natural disaster of overwhelming proportions;
- (e) other unforeseeable circumstances beyond the control of the Parties against which it would have been unreasonable for the affected party to take precautions and which the affected party cannot avoid even by using its best efforts,

which in each case directly causes either party to be unable to comply with all or a material part of its obligations under this Agreement;

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IN WITNESS WHEREOF, the parties hereto have caused this Development Agreement to be executed as of the dates set forth below:

CLARK COUNTY

By [Signature]
Its _____
Date 7-18-17



ATTEST:

By [Signature]
_____, County Clerk
Date 4/18/17

APPROVED AS TO FORM:

By [Signature]
_____, County Attorney
Date _____

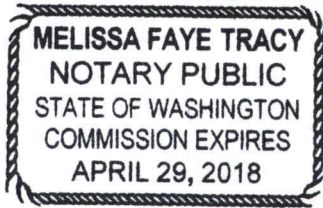
DEVELOPERS

By [Signature]
~~Melvin S. Aho, President~~
Aho Construction I, Inc.
Date _____

1 STATE OF WASHINGTON)
2) ss.
3 County of Clark)
4

5 I certify that I know or have satisfactory evidence that JONATHAN JOHNSON is the
6 person who appeared before me and said person acknowledged that ~~s~~he signed this
7 instrument, on oath stated that s/he was authorized to execute the instrument and
8 acknowledged it as the COUNTY of the Clark County, to be the free and voluntary
9 act of such party for the uses and purposes mentioned in the instrument.

10
11 DATED: APRIL 5, 2017



12
13 Melissa Faye Tracy
14 Notary Public in and for the
15 State of Washington, residing
16 At Clark County.
17 My appointment expires: APRIL 29 2018
18
19
20
21
22
23
24

25 STATE OF WASHINGTON)
26) ss.
27 County of Clark)
28

29 I certify that I know or have satisfactory evidence that Marc Boldt is the person
30 who appeared before me and said person acknowledged that s/he signed this instrument,
31 on oath stated that s/he was authorized to execute the instrument and acknowledged it as
32 the Chair of the Council, to be the free and voluntary
33 act of such party for the uses and purposes mentioned in the instrument.

34
35 DATED: APRIL 18, 2017

36
37 Jana Redline
38 Notary Public in and for the
39 State of Washington, residing
40 At Clark County.
41 My appointment expires: 4/5/2020
42
43
44



AKS ENGINEERING & FORESTRY VANCOUVER
9600 NE 126th Avenue, Suite 2520, Vancouver, WA 98682
P: (360) 882-0419 F: (360) 882-0426

OFFICES IN: TUALATIN, OR - VANCOUVER, WA - SALEM-KEIZER, OR

LEGAL DESCRIPTION

HIDDEN CREST PHASE 1 – Perimeter

Being a portion of the Northeast quarter of Section 30, Township 3 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows:

COMMENCING at a Brass cap marking the Northeast corner of Section 30 as shown in Book 64 of Surveys, Page 149, Clark County Auditor's Records;

Thence South $01^{\circ} 22' 11''$ West, along the East line of the Northeast quarter of Section 30, as shown in Book 64 of Surveys, Page 149, Clark County Auditor's Records, for a distance of 1079.71 feet to the Northeast corner of the "Harrington" tract as described under Clark County Auditor's File No. 4688440 and the **POINT OF BEGINNING**;

Thence continuing South $01^{\circ} 22' 11''$ West, continuing along said East line of the Northeast quarter, for a distance of 276.20 feet to the Southeast corner of the "Harrington" tract as described under Clark County Auditor's File No. 4688440;

Thence North $88^{\circ} 49' 08''$ West, along the South line of the "Harrington" tracts described under Clark County Auditor's File No. 4688440 and File No. 4751037, for a distance of 1075.99 feet to the Northeast corner of the "Harrington" tract as described under Clark County Auditor's File No. 4957173;

Thence South $01^{\circ} 26' 28''$ West, along the East line of the "Harrington" tract as described under Clark County Auditor's File No. 4957173, for a distance of 276.39 feet to the Southeast corner of the "Harrington" tract as described under Clark County Auditor's File No. 4957173;

Thence North $88^{\circ} 49' 45''$ West, along the South line of the "Harrington" tract as described under Clark County Auditor's File No. 4957173, for a distance of 828.78 feet;

Thence leaving said South line, North $02^{\circ} 28' 24''$ West, for a distance of 47.14 feet;

Thence along the arc of a 93.10-foot radius curve to the right, through a central angle of $02^{\circ} 16' 50''$ (the long chord bears North $01^{\circ} 19' 59''$ West, 3.71 feet) an arc distance of 3.71 feet;

Exhibit A

Thence North 88°49'08" West, for a distance of 60.03 feet;

Thence North 01°10'52" East, for a distance of 100.00 feet;

Thence North 07°21'24" East, for a distance of 46.27 feet;

Thence North 01°10'52" East, for a distance of 100.00 feet;

Thence South 88°49'08" East, for a distance of 711.10 feet;

Thence North 01°10'52" East, for a distance of 154.00 feet;

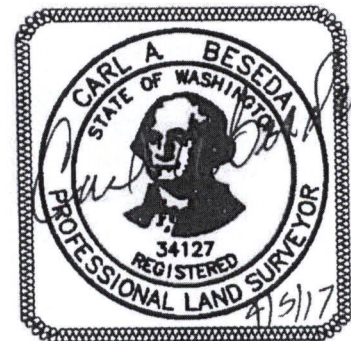
Thence South 88°49'08" East, for a distance of 15.03 feet;

Thence North 01°10'52" East, for a distance of 102.21 feet to the North line of the "Harrington" tract as described under Clark County Auditor's File No. 4751036;

Thence South 88° 48' 32" East, along the North line of said "Harrington" tract, for a distance of 1239.02 feet to the **POINT OF BEGINNING**.

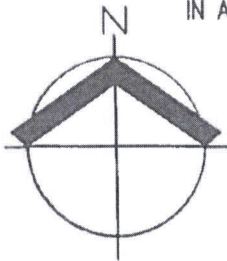
Contain approximately 13.83 acres.

Subject to County Road Right-of-Way.

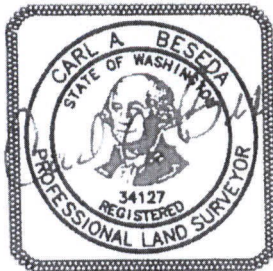
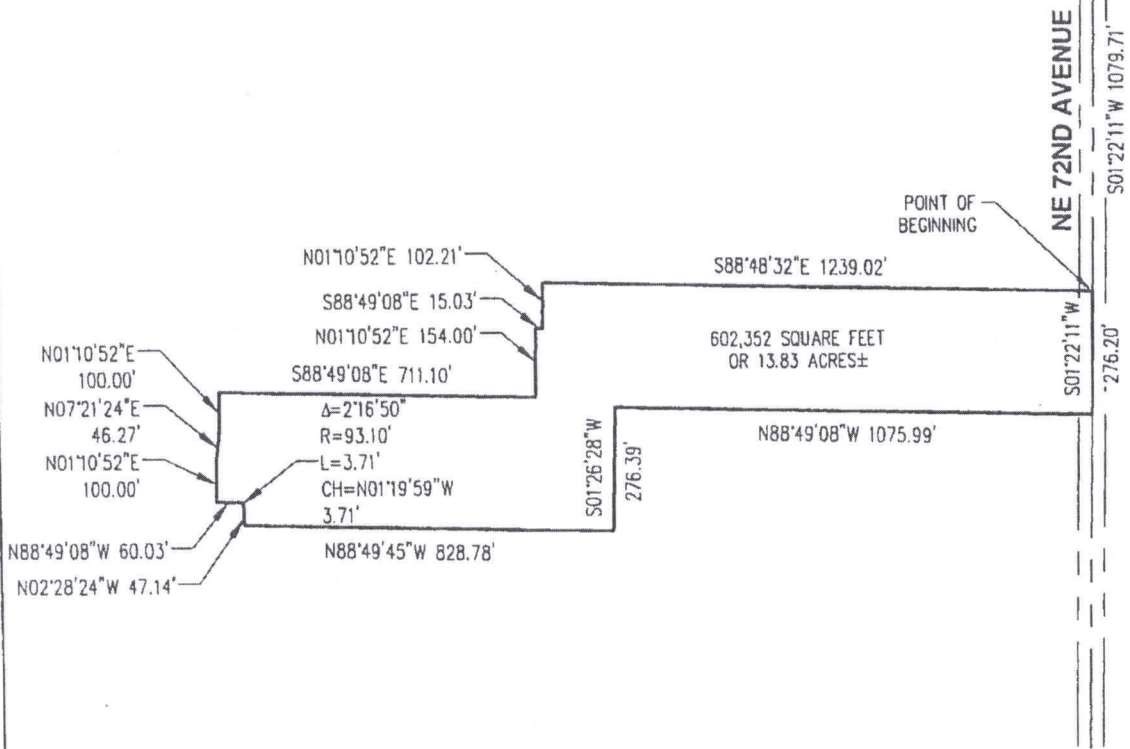
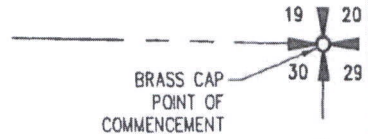


SKETCH SHOWING
HIDDEN CREST PHASE 1

IN A PORTION OF THE NORTHEAST 1/4 OF SECTION 30,
T3N, R2E, W.M., CLARK COUNTY, WASHINGTON



SCALE
1" = 400 FEET



DATE: 04-04-2017

HIDDEN CREST PHASE 1			
DRAWN BY: BJA	CHECKED BY: CAB	DWG: 4433EXH PLAT PH1	JOB: 4433
AKS ENGINEERING & FORESTRY, LLC 9600 NE 126TH AVE SUITE 2520 VANCOUVER, WA 98682 www.aks-eng.com			AKS
PHONE: 360.882.0419 FAX: 360.882.0426			



AKS ENGINEERING & FORESTRY VANCOUVER
9600 NE 126th Avenue, Suite 2520, Vancouver, WA 98682
P: (360) 882-0419 F: (360) 882-0426

OFFICES IN: TUALATIN, OR - VANCOUVER, WA - SALEM-KEIZER, OR

LEGAL DESCRIPTION

FUTURE HIDDEN CREST PHASES

Being a portion of the Northeast quarter of Section 30, Township 3 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows:

COMMENCING at a Brass cap marking the Northeast corner of Section 30 as shown in Book 64 of Surveys, Page 149, Clark County Auditor's Records;

Thence South $01^{\circ} 22' 11''$ West, along the East line of the Northeast quarter of Section 30, as shown in Book 64 of Surveys, Page 149, Clark County Auditor's Records, for a distance of 1079.71 feet to the Northeast corner of the "Harrington" tract as described under Clark County Auditor's File No. 4688440;

Thence continuing South $01^{\circ} 22' 11''$ West, continuing along said East line of the Northeast quarter, for a distance of 276.20 feet to the Southeast corner of the "Harrington" tract as described under Clark County Auditor's File No. 4688440;

Thence North $88^{\circ} 49' 08''$ West, along the South line of the "Harrington" tracts described under Clark County Auditor's File No. 4688440 and File No. 4751037, for a distance of 1075.99 feet to the Northeast corner of the "Harrington" tract as described under Clark County Auditor's File No. 4957173;

Thence South $01^{\circ} 26' 28''$ West, along the East line of the "Harrington" tract as described under Clark County Auditor's File No. 4957173, for a distance of 276.39 feet to the Southeast corner of the "Harrington" tract as described under Clark County Auditor's File No. 4957173;

Thence North $88^{\circ} 49' 45''$ West, along the South line of the "Harrington" tract as described under Clark County Auditor's File No. 4957173, for a distance of 828.78 feet to the **POINT OF BEGINNING**;

Thence leaving said South line, North $02^{\circ} 28' 24''$ West, for a distance of 47.14 feet;

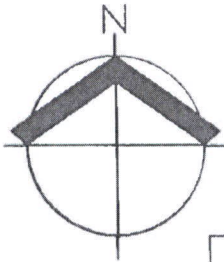
Thence along the arc of a 93.10-foot radius curve to the right, through a central angle of $02^{\circ} 16' 50''$ (the long chord bears North $01^{\circ} 19' 59''$ West, 3.71 feet) an arc distance of 3.71 feet;



Thence North 88°49'08" West, for a distance of 60.03 feet;
Thence North 01°10'52" East, for a distance of 100.00 feet;
Thence North 07°21'24" East, for a distance of 46.27 feet;
Thence North 01°10'52" East, for a distance of 100.00 feet;
Thence South 88°49'08" East, for a distance of 711.10 feet;
Thence North 01°10'52" East, for a distance of 154.00 feet;
Thence South 88°49'08" East, for a distance of 15.03 feet;
Thence North 01°10'52" East, for a distance of 102.21 feet to the North line of the
"Harrington" tract as described under Clark County Auditor's File No. 4751036;
Thence North 88°48'32" West, for a distance of 417.28 feet;
Thence South 01°16'36" West, for a distance of 0.93 feet;
Thence North 89°05'40" West, for a distance of 200.02 feet;
Thence North 01°48'40" East, for a distance of 1.93 feet;
Thence North 88°48'32" West, for a distance of 794.74 feet to the West line of the
Northeast quarter of said Section 30;
Thence South 01°26'28" West, along said West line, for a distance of 1577.50 feet to the
Southwest corner of the Northeast quarter of Section 30;
Thence South 88°52'09" East, along the South line of said Southeast quarter, for a distance
of 586.67 feet;
Thence North 01°26'28" East, for a distance of 1023.75 feet;
Thence South 88°49'45" East, for a distance of 159.94 feet
to the **POINT OF BEGINNING**.
Contain approximately 26.78 acres.
Subject to County Road Right-of-Way.

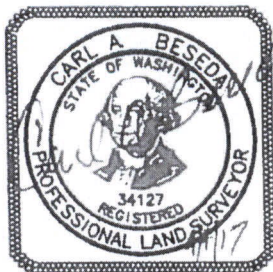
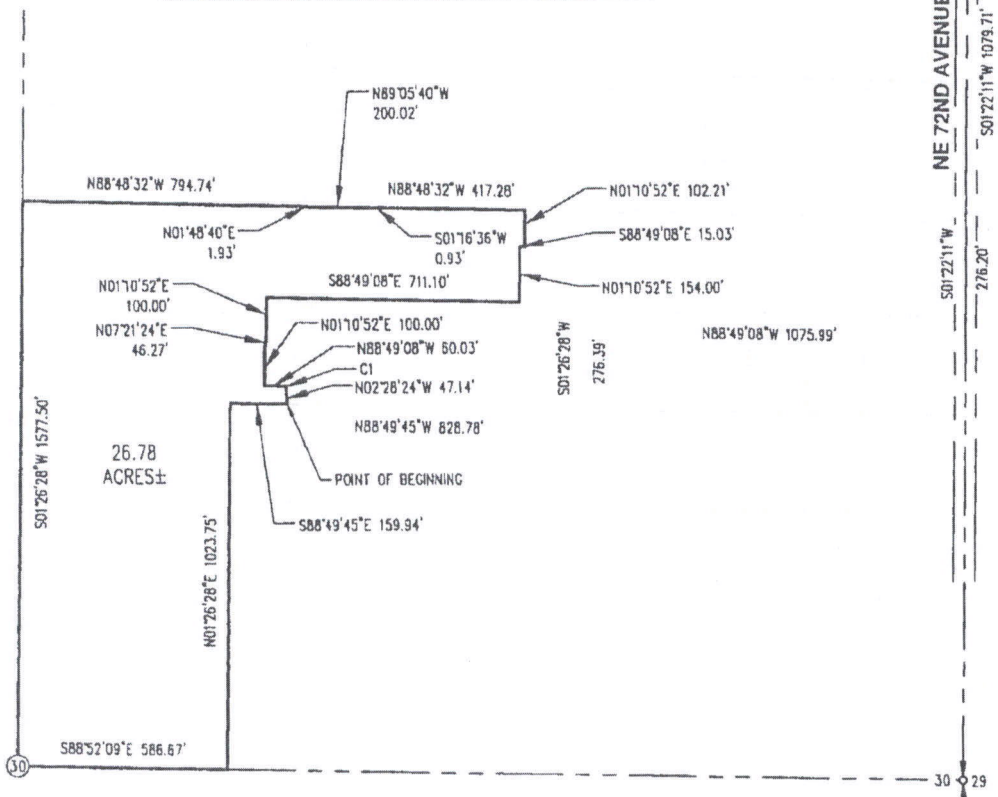
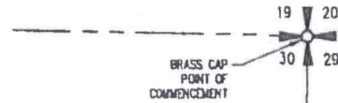


SKETCH SHOWING
FUTURE HIDDEN CREST PHASES
 IN A PORTION OF THE NORTHEAST 1/4 OF SECTION 30,
 T3N, R2E, W.M., CLARK COUNTY, WASHINGTON



SCALE
 1" = 500 FEET

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	93.10'	2°16'50"	3.71'	N1°19'59"W 3.71'



DATE: 04-04-2017

FUTURE HIDDEN CREST PHASES			
DRAWN BY: BJA	CHECKED BY: CAB	DWG: 4433EXH FUTRE PHASES	JOB: 4433
AKS ENGINEERING & FORESTRY, LLC 9600 NE 126TH AVE SUITE 2520 VANCOUVER, WA 98682 www.aks-eng.com PHONE: 360.882.0419 FAX: 360.882.0426			



Clark County Cost Breakdown

Project Name: 72nd Ave Subdivision
 Project Location: NE 135th St and 72nd Ave.
 DIN#: _____

Contractor: Rotschy, Inc.
 Phone #: 360-334-3100
 Date: 3/20/2017

Include ALL material and labor for public improvements
Do NOT include any private development improvements

The items below are the anticipated cost to complete on 3/22/2017

Public Storm

<u>Pipe Footage</u>	<u>Size</u>	<u>Type</u>	<u>Total Cost</u>
_____	18"	HDPE	_____
_____	18"	ADS	_____
_____	12"	ADS	_____
_____	12"	DI	_____
_____	10"	ADS	_____
_____	10"	DI	_____
42	8"	ADS	\$ 1,167.60
305	12"	Perf	\$ 33,321.25
37	6"	ADS	\$ 995.30

<u>Quantity</u>			<u>\$ 15,009.00</u>
3		Drywells _____	_____
_____	48"	Manholes _____	_____
3		Catch basin/Inlet _____	\$ 1,554.36
_____		Swales _____	_____
1034	SF	Rain Gardens _____	\$ 19,554.82
_____		Filter Cartridge Structures _____	_____
_____		Ponds _____	_____
_____		Underground Storage _____	_____
_____		Fences/Gates _____	_____
_____		Retaining Walls _____	_____

Transportation

<u>Linear Footage</u>			<u>Total Cost</u>
105984 SF	_____	Paving	\$ 236,840.66
5441 LF	_____	Curb and Gutter***	\$ 77,140.63
10386 SF	_____	Sidewalks	\$ 38,446.43
_____	_____	Clearing & Grubbing	_____
_____	_____	Driveway Approaches	_____
_____	_____	Signing and Striping	_____

***To be completed prior to issuance of building permit.

<u>105984 SF</u>	<u> </u>	Rock***	<u>\$ 170,827.80</u>
<u>216 LF</u>	<u> </u>	Guardrail	<u>\$ 14,355.00</u>

Landscaping (arterials and collectors only)

<u>Quantity</u>			<u>Total Cost</u>
<u> </u>	<u> </u>	Trees	<u>\$ 114,483.26</u>
<u> </u>	<u> </u>	Groundcover	<u> </u>
<u> </u>	<u> </u>	Bark	<u> </u>

TOTAL COST: \$ 723,696.11

***To be completed prior to issuance of building permit.