

CLARK COUNTY STAFF REPORT

DEPARTMENT: Community Development

DATE: October 17, 2017

REQUESTED ACTION: Approval of a development agreement

Consent Hearing County Manager

BACKGROUND

The Boys and Girls Clubs of Southwest Washington, a Washington non-profit corporation, wish to enter into a development agreement with Clark County regarding expansion of one its clubs located at 409 NE Anderson Road in Hazel Dell (APN 147937000). In this case, Vancouver Public Schools is the property owner. The project includes a nearly 5,000 square foot addition to a teen/pre-teen center and is valued at \$1.1 million.

In consideration to those programs the Boys and Girls Club provide the youth of Southwest Washington, it is reasonably in the public interest for Clark County and the County Council to support the Boys and Girls Club's project. The County Council support extends to waiving the applicable Traffic Impact Fee, which amounts to more than \$23,000, for this project.

COUNCIL POLICY IMPLICATIONS

By approving this development agreement, consistent with the varied benefits of other DA's (e.g. infrastructure improvements, job creation, service to the public) the County Council recognizes the benefits provided to the youth of Southwest Washington.

ADMINISTRATIVE POLICY IMPLICATIONS

Since the Boys and Girls Club of Southwest Washington has been issued the tenant improvement building permit, they paid roughly \$23,000 in Traffic Impact Fees. If approved they will seek a refund in the amount paid.

COMMUNITY OUTREACH

N/A

BUDGET IMPLICATIONS

YES	NO	
X		Action falls within existing budget capacity.
		Action falls within existing budget capacity but requires a change of purpose within existing appropriation
		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

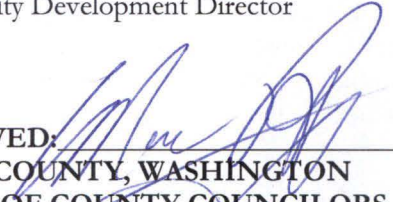
Local Fund Dollar Amount	
Grant Fund Dollar Amount	
Account	
Company Name	

DISTRIBUTION:

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



Martin Snell
Community Development Director

APPROVED: 
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: Oct 17, 2017

SR# _____



APPROVED: _____
Jim Rumpeltes, Interim County Manager

DATE: _____

BUDGET 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 \$23,000 Traffic Impact Fee revenue will be foregone and will be made up by the public share, which means that the Road Fund will ultimately be the revenue source. Adjustments to the revenue forecasts of the Hazel Dell local and regional Traffic Impact Fee accounts, as well as to the Road Fund, will be updated.

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
1012/Road Fund		\$-23,000				
Total		\$-23,000				

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

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
Total							

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual						
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total						

RESOLUTION NO. 2017-10-03

A RESOLUTION relating to land use; approving a development agreement with the Boys and Girls Club of Southwest Washington (“Nonprofit”) for property generally located east of NE Hazel Dell Ave. south of NE Anderson Rd.(the “Site”) owned by Vancouver School Dist.

1 **WHEREAS**, previously site owners are a municipal corporation serving the public; and

2 **WHEREAS**, the Nonprofit provides afterschool services for children in a building on
3 School property; and

4 **WHEREAS**, the Nonprofit seeks to expand their building provide more services to
5 children; and

6 **WHEREAS**, Clark County supports the efforts of nonprofit groups such as Boys and
7 Girls Club where appropriate; and

8 **WHEREAS**, the Nonprofit is asking the county to waive imposition of impact fees as
9 long as the structure, that caused the imposition of impact fees, continues to be used by Boys and
10 Girls Club of Southwest Washington; and

11 **WHEREAS**, a development agreement as proposed by the Nonprofit is authorized by
12 RCW 36.70B.170 - .210; and

13 **WHEREAS**, the Board considered this matter at a duly advertised public hearing; and

14 **WHEREAS**, the Board concluded that approval of this development will further the
15 public health and welfare; now, therefore,

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

18 **1.** The statements contained in the recital clauses are incorporated herein as findings and
19 conclusions.

20 **2.** This Resolution approves execution of a Development agreement between Clark County;

21 Boys and Vancouver School District #37 for the conditional waiver of traffic impact fees.

22 ADOPTED this 17th day of October 2017.

23
24

Attest:

Rebecca J. Filton
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: Christina A. ...
Deputy Prosecuting Attorney

By: _____
Julie Olson, Councilor

By: _____
John Blom, Councilor

By: _____
Eileen Quiring, Councilor





MAIL TAX STATEMENTS TO:

AFTER RECORDING RETURN TO:

Jordan Ramis PC

Attn: James D. Howsley

1499 S.E. Tech Center Place, Suite 380

Vancouver, WA 98683

This space provided for recorder's use.

RECORDING COVER SHEET

INSTRUMENT TITLE:	DEVELOPMENT AGREEMENT
COUNTY	Clark County, a Washington municipal corporation
DEVELOPER	Boys & Girls Clubs of Southwest Washington
PROPERTY OWNER	Vancouver Public Schools
ABBREVIATED LEGAL DESC:	#1A #80 #102 of William R. Anderson DLC 3.06A
FULL LEGAL DESC:	See EXHIBIT A to This Document
ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(S):	
REFERENCE NUMBER OF RELATED DOCUMENTS:	None

DEVELOPMENT AGREEMENT

Effective Date: 10-17, 2017.

PARTIES:

VANCOUVER PUBLIC SCHOOLS (“Owner”) owns APN 147937000 (“Property”), addressed as 409 NE Anderson Road, Vancouver WA 98665 at the intersection of Hazel Dell Avenue in Clark County, Washington. The legal description for the Property is attached as **EXHIBIT A. BOYS & GIRLS CLUB OF SOUTHWEST WASHINGTON**, a Washington non-profit corporation (“Developer”) and operates a Boys and Girls Club facility on the Property.

Clark County is a political subdivision of the State of Washington (“County”), and is responsible for land use planning and permitting pursuant to the Growth Management Act.

Developer and County are collectively referred to as the Parties.

RECITALS:

Whereas, pursuant to RCW 36.70B.170, a development agreement may set forth the development standards and other provisions that will apply to, govern and vest the development, use and mitigation of the development of real property for the duration specified in the agreement, which statute provides:

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

Whereas, the legislative findings supporting the enactment of this section provide:

The legislature finds that the lack of certainty of the approval of development projects can result in a waste of public and private resources, escalate housing costs for consumers, and discourage the commitment to comprehensive planning

which would make maximum efficient use of resources at the least economic cost to the public. Assurance to a development project applicant that upon government approval the project may proceed in accordance with existing policies and regulations, and subject to conditions of approval, all as set forth in a development agreement, will strengthen the public planning process, encourage private, participation and comprehensive planning, and reduce the economic cost of development. Further, the lack of public facilities and services is a serious impediment to development of new housing and commercial uses. Project applicants and local governments may include provisions and agreements whereby applicants are reimbursed over time for financing public facilities. It is the intent of the legislature by RCW 36.70B.170 through 36.70B.210 to allow local governments and owners and developers of real property to enter into development agreements; and

Whereas the Property serves a Boys and Girls Club site and will serve the expanded structure in a manner similar to the existing site, as depicted on the proposed development map attached hereto as **EXHIBIT B**; and

Whereas, Boys and Girls Club promise that in consideration for the waiver of TIF fees, that it will use the building as expanded to provide services to youth according to its charter and will not convert the property to a different use unless it repays the impact fees at the then current rate; and

Whereas, County believes it is in the public interest to support the Boys and Girls Club and the programs it provides the youth in Southwest Washington.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

Section 1. Development Agreement. This Development Agreement is a development agreement to be implemented under the authority of and in accordance with RCW 36.70B.170 – 210. It will become a contract between the Parties upon its approval by ordinance or resolution following a public hearing as provided in RCW 36.70B.170 and execution by the Parties.

Section 2. Term of Agreement. This Development Agreement will commence on the effective date and will remain in effect for two years (2) years, unless extended, amended or terminated by mutual written consent of the Parties.

Section 3. Fee Waiver

The County historically maintained a fee waiver for non-residential land uses. *See* County Resolution No. 2013-06-06, as amended.

Section 4.1. The County modified the fee waiver program to provide that all non-residential applications submitted after January 1, 2017 will be charged all fees in effect at the time. As

applied to the Developer, the fees would exceed Forty Thousand dollars. Currently the Developer provides after school services to youth, many who qualify as needy youth. The County Council believes it is in the public interest to support these services where possible. The County finds and concludes that, the value of the services provided by the Developer will meet or exceed the amount of the impact fees. Therefore the Council waives the Traffic impact fees associated with the Teen Center addition under permit COM 2017-00064.

Section 4.2 Should the Owner/Developer fail to receive a certificate of occupancy within two years during the term of this Agreement under Section 2 then Developer will be obligated to pay the traffic impact fees. Further, should the Developer convert the Teen Center building to a use other than after school services to youth the Developer will pay, at then existing rates, impact fees attributable to this increased trip generation.

MISCELLANEOUS PROVISIONS

Recitals. Each of the Recitals contained herein are intended to be, and are incorporated as, covenants between the Parties and will be so construed.

Counterparts. This Agreement may be executed in counterparts; however all signature pages will be recorded together, and the complete recorded Agreement will constitute the final instrument.

Effective Date. This Agreement is effective upon recording, which shall occur within thirty (30) days of County Council approval by Resolution, or the terms herein shall be null and void.

Termination. This Agreement will terminate upon the mutual agreement of the Parties in writing, which will be recorded, or upon expiration of the Term, whichever first occurs.

County's Reserved Authority. Notwithstanding anything in this Agreement to the contrary, the County will have the authority to impose new or different regulations to the extent required by a serious threat to public health and safety as required by RCW 36.70B, and that such action will only be taken by legislative act of the Clark County Council after appropriate public process.

Authorization. The persons executing this Agreement on behalf of County and Developer are authorized to do so and, upon execution by such parties, this Development Agreement will be a valid and binding obligation of such parties in accordance with its terms. The Parties have each obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby.

Public Hearing. The Clark County Council has approved execution of this Agreement by resolution after a public hearing.

Dispute Resolution. Should a disagreement arise between the Parties, the Parties agree to attempt to resolve the disagreement by first meeting and conferring. If such meeting proves unsuccessful to resolve the dispute, the disagreement may be resolved by a civil action.

Venue. This Agreement will be construed in accordance with the laws of the State of Washington, and venue is in the Clark County Superior Court.

Developer Boys & Girls Club of Southwest Washington
Elise Menashe
111 Main Street, Suite 605
Vancouver, WA 98660

Property Owner Vancouver Public Schools
Todd Horenstein
6014 NW Fruit Valley Road
Vancouver, WA 98660

With a copy to: Jordan Ramis, PC
Attn: James D. Howsley
1499 SE Tech Center Place, Suite 380
Vancouver, WA 98683

Notices will be deemed received by the addressee upon the earlier of actual delivery or refusal of a party to accept delivery thereof. The addresses to which notices are to be delivered may be changed by giving notice of such change in address in accordance with this notice provision.

Non-waiver. Waiver by any Party of strict performance of any provision of this Agreement will not be deemed a waiver of or prejudice a Party's right to require strict performance of the same or any other provision in the future. A claimed waiver must be in writing and signed by the Party granting a waiver. A waiver of one provision of this Agreement will be a waiver of only that provision. A waiver of a provision in one instance will be a waiver only for that instance, unless the waiver explicitly waives that provision for all instances.

Headings, Table of Contents. The section headings are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

Interpretation of Agreement; Status of Parties. This Agreement is the result of arm's-length negotiations between the Parties and will not be construed against any Party by reason of its preparation of this Agreement. Nothing contained in this Agreement will be construed as creating the relationship of principal and agent, partners, joint venturers, or any other similar relationship between the Parties.

Future Assurances. Each of the Parties will promptly execute and deliver such additional documents and will do such acts that are reasonably necessary, in connection with the performance of their respective obligations under this Agreement according to the Schedule so as to carry out the intent of this Agreement.

Signatures appear on the following pages.

W. A. B. B. B.

Council Chair

10-17

Rebecca B. B. B.
4/24/2021

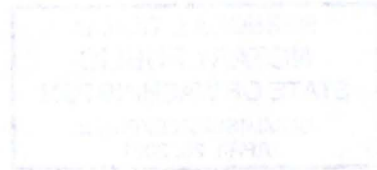


EXHIBIT INDEX

EXHIBIT A – Legal Description

EXHIBIT B – Proposed Site Plan

EXHIBIT A

Legal Description

EXHIBIT A

PARCEL I

BEGINNING in the center of the County road at a point 23.68 chains West and 6.70 chains North of the Quarter Section corner between Sections 10 and 11, Township 2 North, Range 1 East of the Willamette Meridian, Clark County, Washington; thence East along South line of D. F. Reid's right of way, 4 chains; thence South 2 and ½ chains; thence West to center of said County road and thence Northerly along center of said road to point of beginning.

EXCEPT NE Hazel Dell Avenue, formerly known as Old Pacific Highway.

ALSO EXCEPT that portion thereof conveyed to Clark County, Washington by quit claim deed recorded September 16, 1963 under Auditor's File No. G 366553.

PARCEL II

BEGINNING at a point in the center of the County road, said point being at the Southwest corner of that certain acre tract of land conveyed by Sarah J. Anderson and William R. Anderson, her husband, to School District No. 53 of Clark County, Washington by deed recorded in Book "40", at Page 388 of Clarke County Deed Records, said point being also 23.68 chains West and 4.20 chains North of the quarter section corner on the South line of Section 10, Township 2 North, Range 1 East of the Willamette Meridian, Clark County, Washington, and running thence East 264 feet to the Southeast corner of above mentioned School District tract; thence North 165 feet to the Northeast corner thereof; thence East 141 feet and 3 inches; thence South 215 feet; thence West 405 feet and 3 inches and thence North 50 feet to the place of beginning.

EXCEPT NE Hazel Dell Avenue, formerly known as Old Pacific Highway.

ALSO EXCEPT that portion thereof conveyed to Clark County, Washington by quit claim deed recorded September 16, 1963 under Auditor's File No. G 366553.

PARCEL III

A piece of property lying on the South of and adjacent to the property owned by School District No. 53 of Clark County, Washington, described as follows:

BEGINNING at a point which is 1157.63 feet West and 227.2 feet North of the quarter section corner between Sections 10 and 11, Township 2 North, Range 1 East of the Willamette Meridian, Clark County, Washington, and running thence South parallel to the East line of the present property of School District #53 of Clark County, Washington, 60.0 feet; thence West parallel to the South line of said School property, 405.25 feet more or less, to the center of the County road; thence Northerly along the center line of said road, 60 feet more or less, to the Southwest corner of said School property, and thence East along the South line of said School property, 405.25 feet to the place of beginning.

EXCEPT NE Hazel Dell Avenue, formerly known as Old Pacific Highway.

EXHIBIT A

PARCEL IV

BEGINNING at a point which is 1157.63 feet West and 442.2 feet North of the quarter section corner between Sections 10 and 11, Township 2 North, Range 1 East of the Willamette Meridian, Clark County, Washington, and running thence East 80.0 feet, following the North line of School District No. 53 of Clark County extended, thence South 275.0 feet; thence West 80.0 feet; thence North 275.0 feet following the East line of the present school grounds as described for School District No. 53, to the place of beginning.

EXCEPT that portion thereof conveyed to Clark County, Washington by quit claim deed recorded September 16, 1963 under Auditor's File No. G 366553.

PARCEL V

BEGINNING at the Southeast corner of the Northeast quarter of Section 10, Township 2 North, Range 1 East of the Willamette Meridian, Clark County, Washington and running South 89°22'30" West, along the South line of the Northeast quarter of said Section, 680.40 feet to the Southwest corner of that certain tract conveyed to R. H. Turk, et ux, by deed recorded under Auditor's File No. E 54846, records of Clark County, Washington; thence North 1°08'25" West 168.80 feet to the Southeast corner of that certain tract conveyed to Cecil Fritts, et ux, by deed recorded under Auditor's File No. E 62644, records of said County; thence South 89°50'00" West 316.95 feet to the Southeast corner of that certain tract conveyed to Edwin B. Pederson, et ux, by deed recorded under Auditor's File No. F 12189, records of said County, and the TRUE POINT OF BEGINNING of the real property herein described; and running thence North 1°10'00" West 275.14 feet to the Northeast corner of said Pederson tract; thence South 89°28'00" West, along the South line of the Anderson County Road, 102.15 feet to the Northeast corner of that certain tract conveyed to Hazel Dell School District No. 53 by deed recorded under Auditor's File No. D 75907, records of said County; thence South 1°17'39" East 274.50 feet to the Southeast corner of said School District tract; and thence North 89°50'00" East 101.55 feet to the point of beginning.

EXCEPT that portion thereof conveyed to Clark County, Washington by quit claim deed recorded September 16, 1963 under Auditor's File No. G 366553.

EXHIBIT A

PARCEL VI

BEGINNING at the Southeast corner of the Northeast quarter of Section 10, Township 2 North, Range 1 East of the Willamette Meridian, Clark County, Washington and running South 89°22'30" West, along the South line of the Northeast quarter of said Section, 680.40 feet to the Southwest corner of that certain tract conveyed to R. H. Turk, et ux, by deed recorded under Auditor's File No. E 54846, records of Clark County, Washington; thence North 1°08'25" West 168.80 feet to the Southeast corner of that certain tract conveyed to Cecil Fritts, et ux, by deed recorded under Auditor's File No. E 62644, records of said County; thence South 89°50'00" West 418.50 feet to the Southwest corner of that certain tract conveyed to Edwin B. Pederson, et ux, by deed recorded under Auditor's File No. F 12189, records of said County; thence South 89°32'00" West 80.00 feet to the Southeast corner of that certain tract conveyed to Hazel Dell School District #53 by deed recorded under Auditor's File No. D 75906, records of said County; and the TRUE POINT OF BEGINNING of the real property herein described; and running thence South 89°32'00" West, along the South line of said School District tract, 108.95 feet; thence South 1°51'00" West 172.82 feet to the South line of that certain tract conveyed to Helen Rose Molyneux by deed recorded in Book "220", at Page 339, Clark County Deed Records; thence North 89°22'30" East 119.02 feet to the Southeast corner of said Molyneux tract; and thence North 1°29'33" East 172.39 feet to the point of beginning.

EXHIBIT A

PARCEL VII

BEGINNING at the Southeast corner of the Northeast quarter of Section 10, Township 2 North, Range 1 East of the Willamette Meridian, Clark County, Washington and running South 89°22'30" West, along the South line of the Northeast quarter of said Section, 680.40 feet to the Southwest corner of that certain tract conveyed to R. H. Turk, et ux, by deed recorded under Auditor's File No. E 54846, records of Clark County, Washington, and the TRUE POINT OF BEGINNING of the real property herein described; and running thence North 1°08'25" West 168.80 feet to the Southeast corner of that certain tract conveyed to Cecil Fritts, et ux, by deed recorded under Auditor's File No. E 62644, records of said County; thence South 89°50'00" West 418.50 feet to the Southwest corner of that certain tract conveyed to Edwin B. Pederson, et ux, by deed recorded under Auditor's File No. F 12189, records of said County; thence South 89°32'00" West 80.00 feet to the Southwest corner of that certain tract conveyed to Hazel Dell School District No. 53 by deed recorded under Auditor's File No. D 75907, records of said County; thence South 1°29'33" East 172.39 feet to the Southeast corner of that certain tract conveyed to Helen Rose Molyneux by deed recorded in Book "220", at Page 339, Clark County Deed Records; thence South 89°22'30" West, along the South line of said Molyneux tract, 119.02 feet; thence South 1°51'00" West 275.74 feet to the South line of that certain tract conveyed to John Walsh, et ux, by deed recorded in Book "127", at Page 93, Clark County Deed Records; thence North 89°28'00" East 302.80 feet to the Southwest corner of that certain tract conveyed to Earl Geisler, et ux, by deed recorded under Auditor's File No. F 45262, records of said County; thence North 0°28'00" West 256.00 feet to the Northwest corner of said Geisler tract; thence North 89°22'30" East, along the North line of said Geisler tract, to the West line of the Pacific Highway; thence North 6°20'00" East, along the West line of said Highway, to the South line of the Northeast quarter of said Section 10; and thence South 89°22'30" West to the point of beginning.

EXCEPT that portion thereof conveyed to the State of Washington by quit claim deed recorded under Auditor's File No. G 21403, Book D-34, Page 285, records of Clark County, Washington.

PARCEL VIII

A portion of the W. R. Anderson Donation Land Claim in Section 10, Township 2 North, Range 1 East of the Willamette Meridian, Clark County, Washington, more particularly described as follows:

BEGINNING at a point 840 feet West and 170.5 feet North of the quarter section corner between Sections 10 and 11, Township 2 North, Range 1 East of the Willamette Meridian; running thence North 275 feet to the South line of the Anderson road; thence West along said South line 158.5 feet; thence South 275 feet; thence East 158.5 feet to the point of beginning.

EXHIBIT A

PARCEL IX

All that part of the following described Tract "S" lying Northwesterly of a line drawn parallel with, and 100 feet distant Northwesterly, when measured at radially, from the center line of Primary State Highway No. 1, Burnt Bridge Creek to Salmon Creek.

TRACT "S":

BEGINNING at the quarter corner on the East line of Section 10, Township 2 North, Range 1 East of the Willamette Meridian, Clark County, Washington; thence North 88°18'30" West along the North line of the Southeast quarter of said Section, 481.15 feet, more or less, to the West line of the Pacific Highway; thence South 8°32' West along the West line of said Highway, 20.15 feet to the TRUE POINT OF BEGINNING of the real property herein described; thence North 88°18'30" West, parallel with the North line of the Southeast quarter of said Section, 521.7 feet; thence South 1°48' West 256.66 feet; thence South 89°08' East 491.86 feet to the West line of said Highway; thence North 8°32' East along said West line 260.00 feet to the point of beginning.

PARCEL X

All that portion of the following described Parcel "A" lying Westerly of a line drawn parallel with and 100 feet distant Westerly, when measured at right angles and/or radially, from the center line of Primary State Highway No. 1, Burnt Bridge Creek to Salmon Creek:

PARCEL "A":

That portion of the Southeast quarter of Section 10, Township 2 North, Range 1 East of the Willamette Meridian, Clark County, Washington, described as follows: BEGINNING at a point that is South 278.8 feet and West 498.84 feet, more or less, from the quarter section corner on the East line of said Section 10 (said point of beginning being on the Westerly boundary of the right of way of the Pacific Highway where the same is intersected by the South line of that certain tract conveyed to John Walsh and wife, by deed recorded in Volume 127, Page 93, records of said County); thence West along the South line of the John Walsh tract, 515.5 feet, more or less, to the Northeast corner of that certain tract of land conveyed to Fred Rogers and wife, by deed recorded in Volume 139, Page 564, records of said County; thence South along the East line of said Roger's tract, 150 feet, more or less, to the Southeast corner of said Roger's tract; thence South 89°11' East along the Southerly line of that certain tract conveyed to Frank C. Montgomery and wife, by deed recorded in Volume 270, Page 297, records of said County, 279.7 feet; thence North 0°49' East 60.25 feet; thence North 81°06' East 151.98 feet; thence North 87°51' East 65.92 feet, more or less, to the Westerly line of the Pacific Highway right of way; thence Northerly along the West line of said right of way to the point of beginning. EXCEPT County roads.

EXCEPT that portion thereof conveyed to the State of Washington by deed recorded November 7, 1995 under Auditor's File No. 9511070208.

EXHIBIT A

PARCEL XI

That portion of the Southeast quarter of Section 10, Township 2 North, Range 1 East of the Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at the intersection of the Easterly line of Hazel Dell Avenue (also known as Old Pacific Highway) with the North line of the Southeast quarter of said Section 10; thence East, along said North line, 285 feet, more or less, to the most Westerly Northwest corner of that tract conveyed to Hazel Dell School District No. 53 of Clark County, Washington; thence South $1^{\circ}51'00''$ West, along the most Westerly line of said School District tract, 275.74 feet to a point on the South line of that tract conveyed to John Walsh, et ux, by deed recorded in Book 127, Page 93, deed records of Clark County, Washington; thence West along the South line of said Walsh tract, to a point on the Easterly line of said Hazel Dell Avenue; thence Northerly along said Easterly line, 278.8 feet, more or less, to the point of beginning.

PARCEL XII

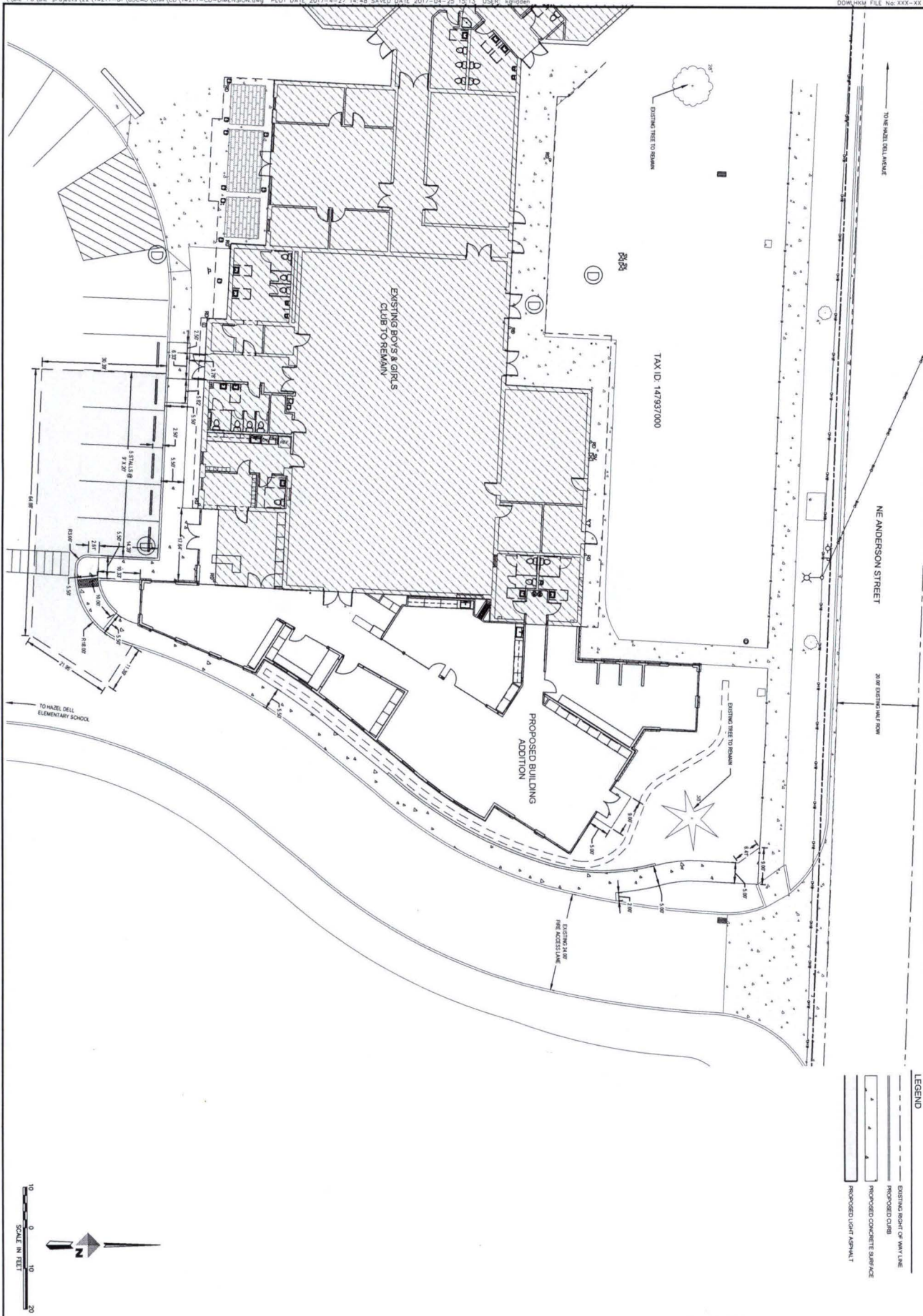
That portion of the William R. Anderson Donation Land Claim, lying within Section 10, Township 2 North, Range 1 East of the Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at a point on the South line of the Northeast quarter of said Section 10 that is 1276.66 feet West of the Southeast corner thereof, said point being the Southwest corner of that tract conveyed to the Hazel Dell School District No. 53 of Clark County, Washington, by deed recorded under Auditor's File No. F 93978; thence North $1^{\circ}51'00''$ East, along the West line of said School District tract 172.82 feet to a point on the South line of that tract conveyed to Hazel Dell School District No. 53 by deed recorded under Auditor's File No. D 75906; thence South $89^{\circ}32'00''$ West, along said South line, 275 feet, more or less, to a point on the Easterly line of the County Road known as the Old Pacific Highway; thence Southerly, along said Easterly line 167 feet, more or less, to the Southwest corner of that tract conveyed to Helen Rose Molyneux, by deed recorded under Auditor's File No. D 14668; thence east along the South line of said Molyneux tract, 265 feet, more or less, to the point of beginning.

EXHIBIT B

Proposed Development Map

EXHIBIT B



LEGEND

	EXISTING RIGHT OF WAY LINE
	PROPOSED CURB
	PROPOSED CONCRETE SURFACE
	PROPOSED LIGHT ASPHALT

REVISIONS

REV	DATE	DESCRIPTION	BY

PROJECT: 14217-01
 DATE: 04/27/2017
 C2.2

PROPOSED DIMENSION PLAN
 GLORIA & CLINTON JOHN CLUBHOUSE
 CLARK COUNTY, WA
 409 NE ANDERSON STREET
 VANCOUVER, WASHINGTON 98665

