ORDINANCE NO. 2020-02-02

An ordinance relating to land use adopting amendments to the Clark County 20-year Comprehensive Growth Management Plan 2015-2035 map; zoning map; arterial atlas map; comprehensive plan text; capital facilities plans; urban holding; and Clark County Code Title 40.

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, the 20-Year Comprehensive Growth Management Plan has been updated and amended numerous times since 1994, through periodic updates and through annual reviews, all pursuant to GMA; and

WHEREAS, through Ordinances 2004-09-02 and 2007-09-13, the county applied the urban holding overlay zone to all lands brought into the unincorporated Urban Growth Areas (UGA). Urban holding is removed when the county can demonstrate that full urban services will be provided before or in tandem with development upon annexation. Identified criteria must be met in order to remove the Urban Holding zoning from the Vancouver Urban Growth Area. The city's annexation is not required for the removal of the Vancouver Urban Growth Area (2016 Plan); and

WHEREAS, for those areas in the northern section of the Vancouver Urban Growth Area, where annexation is not feasible in the foreseeable future, urban holding removal requires a more precise level of analysis than the general application; and

WHEREAS, pursuant to RCW 36.70A.130, Clark County adopted an updated 20-Year Comprehensive Growth Management Plan 2015-2035 (2016 Plan) through amended Ordinance 2016-06-12 on June 28, 2016; and

WHEREAS, the 2016 Plan Chapter 14 Procedural Guidelines states "When development polices require a legislative action prior to urban development occurring, the county applies the Urban Holding Plan Map and Zoning Overlay with a specific underlying urban zone. In these cases, identified criteria are established that must be met in order to remove the urban holding zoning and authorize the underlying urban zone. Under certain circumstances a Master Plan or Sub-Area Plan which includes how and when an area develops and with what uses, may be required. In most cases, city plan policies may require annexation prior to development." (Page 271); and

WHEREAS, any action to lift urban holding without annexation must be supported by findings that the land areas in question fulfill the requirements in the 2016 Plan which states "The urban holding overlay designation may be removed pursuant to Clark County Code 40.560.010 upon satisfaction of the following: .... (2) West Fairgrounds and East Fairgrounds: Determination that the completion of localized critical links and intersection improvements are reasonably funded as shown on the county 6-year Transportation Improvement Plan or through a development agreement." (Page 272); and

WHEREAS, Clark County Council (council) directed county staff on January 23, 2019, to initiate a process for the lifting of the urban holding overlay zone in the Vancouver UGA; and

WHEREAS, on May 7 and July 16, 2019, at duly noticed public hearings, council considered and received testimony on selecting a financing option to reasonably fund the localized critical links

and intersection improvements to maintain concurrency in the NE 179th St. area of the Vancouver UGA; and

WHEREAS, the Clark County Council adopted Resolution 2019-08-05 selecting a financing plan for public infrastructure in the vicinity of NE 179th St. and authorizing entry into development agreements at a duly noticed public hearing on August 20, 2019; and

WHEREAS, Resolution 2019-08-05 Exhibit B adopted financing plan number eight (8) and outlined future council action to implement the public financing plan. The financing plan included the following: (a) an increase in Real Estate Excise Tax (REET) 2 and traffic impact fees; (b) traffic surcharges set forth in the development agreements approved August 20; (c) prepayment of traffic impact fees and surcharges pursuant to the development agreements; (c) an increase of 1% in the road fund levy; (d) a one-time $2 million deferral of preservation funds; and (e) receipt of grants totaling $66.5 million; and

WHEREAS, on November 5, 2019 at a duly noticed public hearing, council considered, received testimony, and adopted Resolution 2019-11-01 on the 6-year Transportation Improvement Plan 2020-2025; and

WHEREAS, RCW 36.70A.120 requires that the county "...shall perform its activities and make capital budget decisions in conformity with its comprehensive plan"; and

WHEREAS, GMA Goal 12, RCW 36.70A.020 (12), regarding public facilities and services, addresses the need to ensure the adequacy of public facilities and services to serve the development at the time of the development is available for occupancy and without decreasing the current levels of service below locally established minimum standards; and

WHEREAS, the school districts' and the county's Capital Facilities Plan 2015-2035 (2020 CFP) establishes minimum level of service standards for those capital facilities necessary to support development, provides an inventory of capital facilities, and forecasts future facility needs; and

WHEREAS, the 2020 CFP identifies the localized critical transportation links and intersection improvements necessary to maintain concurrency in the NE 179th St. area of the Vancouver UGA necessary to support development; and

WHEREAS, on November 12, 2019 council considered and received testimony at a duly noticed public hearing on the proposed 2020 CFP and associated Traffic Impact Fees; and

WHEREAS, on November 26, 2019 council adopted the 2020 Annual Budget that includes a dedication to the NE 179th St. area transportation projects of $12 million from the REET 2 fund; and

WHEREAS, council determined that the actions provided for in Resolution 2019-08-05 Exhibit B meet the criteria for reasonably funding the localized critical links and intersection improvements necessary to maintain concurrency in the NE 179th St. area and fulfills the requirements to remove the urban holding overlay; and

WHEREAS, the county must address certain requests for comprehensive plan and zoning changes to meet the goals and requirements of Chapter 36.70A RCW; and

WHEREAS, certain property owners of, and parties with interests in, one or more below-described real properties have each requested a 20-Year Comprehensive Growth Management Plan Amendment and Zone Change; and

WHEREAS, consistent with the State Environmental Policy Act (SEPA) requirements of Chapter 43.21C RCW, notices with determinations of non-significance were issued on March 19, 2018, April 9, April 28, May 15, June 4, July 17, and August 1, 2019, and no party has appealed those determinations; and

WHEREAS, comments were received regarding the SEPA reviews for CPZ 2019-00002, CPZ 2019-00003, CPZ 2019-00006, CPZ 2019-00007, and CPZ2019-00010, and were included in the public record for each case and were considered by the Planning Commission and the County Council; and

WHEREAS, the Planning Commission reviewed the amendments at duly noticed public hearings on June 20, July 18, August 15, September 19, October 3, October 8, October 17, and November 21, 2019 and has forwarded its recommendations to the County Council; and

WHEREAS, the council considered amendment cases:

- CPZ 2019-00002 NE 152nd Ave, and reconsideration of proposed amendment;
- CPZ 2019-00003 Riverview Asset;
- CPZ 2019-00004 Groth;
- CPZ 2019-00006 25th Ave Subdivision;
- CPZ 2019-00007 Neighborhood Pet Clinic;
- CPZ 2019-00010 School Public Facility Zoning;
- CPZ 2019-00011 Schools Capital Facilities Plan and School Impact Fees La Center;
- CPZ 2019-00020 Schools Capital Facilities Plan and School Impact Fees Evergreen;
- CPZ 2019-00021 Schools Capital Facilities Plan and School Impact Fees Hockinson;
- CPZ 2019-00022 Schools Capital Facilities Plan and School Impact Fees Woodland;
- CPZ 2019-00027 School Impact Fees Ridgefield;
- CPZ 2019-00023 Hinton Development Agreement, and amendment and restatement of development agreement with Hinton, et al.;
- CPZ 2019-00024 Wollam Development Agreement;
- CPZ 2018-00021 Urban Holding Removal Phase 2 (Holt Homes), and amendment and restatement of development agreement with Mill Creek JV LLC, et al;
- CPZ 2019-00031 Comprehensive Plan Map – Urban Holding Removal NE 179th Area;
- CPZ 2019-00017 20-Year Capital Facilities Plan and Traffic Impact Fees;
- CPZ 2019-00016 Arterial Atlas Map and Title 40 Appendix F;
- CPZ 2019-00014 Title 40 Amendment – FR40/cemeteries and school utilities; and
- CPZ 2019-00029 Development Agreement Procedures; and

WHEREAS, the council held work sessions on May 13, May 29, June 12, July 10, August 20, August 28, September 17, October 9, October 23; and council times on March 6, March 20, April 3, April 10, May 1, May 22, and December 18, 2019; and public hearings on May 7, July 16, August 20, September 3, September 17, October 1, November 5, November 12, 2019, and January 21, 2020;

WHEREAS, at public hearings the council took public testimony from interested parties and considered all comments presented; and

WHEREAS, the council also considered the recommendations of the Clark County Planning Commission; and

WHEREAS, the council in reviewing all the proposed comprehensive plan changes considered the cumulative impacts of those changes, consistent with Clark County Code 40.560.010(P), Cumulative Impact; and

WHEREAS, the council finds that adoption of the amendments are in the best public interest and will further the public health, safety and welfare; now therefore,

BE IT HEREBY ORDERED, RESOLVED AND DECREED BY THE CLARK COUNTY COUNCIL, CLARK COUNTY, STATE OF WASHINGTON, as follows:

Section 1. Findings.

The Recitals above are hereby adopted as Findings in support of this Ordinance. The findings and analysis contained in the Clark County Planning Commission's Recommendations to council dated August 20, September 3, September 17, October 1, November 5, and November 12, 2019, relating to the 2019 Comprehensive Plan and Dockets Amendments, 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 CPZ2019-00002 NE 152nd Ave,** the council **approved** a request to amend the comprehensive plan and zoning designation on a portion of parcel 154246000 from Commercial (CC) to Urban Low (R1-6) on approximately 6 acres and retain the remainder approximately 1.5 acres in Commercial (CC) designation. Tax serial number 154246000, located in the Northeast ¼ of Section 2, Township 2 North, Range 2 East of the Willamette Meridian (Exhibit 1 and 1a).

2. In the matter of **Annual Review item number CPZ2019-00003 Riverview Asset,** the council **denied** a request to amend the comprehensive plan and zoning designation from Industrial (BP) to Urban Low Density Residential (R1-10) on approximately 50 acres, and Commercial (CC) on approximately 10 acres. Tax serial numbers 200326000 and 200355000, located in the SE ¼ of Sec. 35, Township 3N, Range 2E of the Willamette Meridian.

3. In the matter of **Annual Review item number CPZ2019-00004 Groth,** the council **approved** a request to amend the comprehensive plan and zoning designation from Rural 10 (R-10) to Rural 5 (R-5) on one parcel that is 26.29 acres. Tax serial number 210776000 located in the Northwest ¼ of Section 7, Township 4 North, Range 1 East of the Willamette Meridian (Exhibits 2 and 2a).

4. In the matter of **Annual Review item number CPZ2019-00006 25th Ave Subdivision,** the council **approved** a request to amend the comprehensive plan and zoning designation from Urban Low Density Residential (R1-6) and Highway 99 Single Family Residential Overlay to Urban Medium Density Residential (R-18) and Highway 99 Mixed Residential Overlay on one parcel that is 1.99 acres (Exhibits 3 and 3a). Tax serial number 145032000, located in the Southeast ¼ of Section 1, Township 2 North, Range 1 East of the Willamette Meridian.

5. In the matter of **Annual Review item number CPZ2019-00007 Neighborhood Pet Clinic,** the council **approved** a request to amend the comprehensive plan and zoning designation from Urban Low Density Residential (R 1-10) to Commercial (CC) on one parcel that is 0.29 acres in size. (Exhibits 4 and 4a). Tax serial number 118138224 located in the Southeast ¼ of Section 29, Township 3 North, Range 1 East of the Willamette Meridian.

Section 3. Docket Items/Clark County Initiated.

1. In the matter of **Docket item number CPZ2019-00008 Whipple Creek,** the applicant **withdrew** their application from the 2019 cycle on October 17, 2019.

2. In the matter of **Docket item number CPZ2019-00010 School Public Facility Zoning,** the council **approved** the repeal of the Public Facility (PF) designation on the comprehensive plan and zoning maps for public school-owned properties, re-established the previous zoning designations, update comprehensive plan designations, and amended the development code for consistency with map changes as recommended by the Planning Commission and indicated on the attached table (Exhibit 5).

3. In the matter of **Docket item number CPZ2019-00011 La Center School District Capital Facilities Plan,** the council **approved** the La Center School District Capital Facilities Plan 2019-2025 and associated School Impact Fees (Exhibit 6).

4. In the matter of **Docket item number CPZ2019-00020 Evergreen School District Capital Facilities Plan,** the council **approved** the Evergreen School District Capital Facilities Plan 2019-2025 and associated School Impact Fees (Exhibit 6).

5. In the matter of **Docket item number CPZ2019-00021 Hockinson School District Capital Facilities Plan,** the council **approved** the Hockinson School District Capital Facilities Plan 2019-2025 and associated School Impact Fees (Exhibit 6).

6. In the matter of **Docket item number CPZ2019-00022 Woodland School District Capital Facilities Plan,** the council **approved** the Woodland District Capital Facilities Plan 2019-2025 and associated School Impact Fees (Exhibit 6).

7. In the matter of **Docket item number CPZ2019-00027 Ridgefield School District Impact Fees,** the council **approved** the re-adoption of the current Ridgefield Capital Facilities Plan 2015-2021 and approved new School Impact Fees to become effective in 2020 (Exhibit 6).

8. In the matter of **Docket item number CPZ2019-00031 I-5/NE 179th St Area Urban Holding Overlay Removal:** consistent with actions taken to reasonably fund critical links and intersection improvements, the council **approved** the amendment of the Comprehensive Growth Management Plan 2015-2035 and zoning map to remove the Urban Holding Overlay from the remaining urban holding area near the I-5/NE 179th St. interchange as indicated on the attached map (Exhibit 7).

9. In the matter of **Docket item number CPZ2018-00021 Urban Holding Removal (Holt Homes):** pursuant to the Amended and Restated Development Agreement, and consistent with actions taken to reasonably fund critical links and intersection improvements, the council **approved** Resolution 2020-01-07 pertaining to the removal of the Urban Holding overlay as a comprehensive plan and zoning map designation on

approximately 143 acres as indicated on the attached map (Exhibit 8). Tax serial numbers 181466000, 181548000, 181580000, 181581000, 181701000, 181702000, 986050146, and 98605147, located in the Southeast ¼ of Section 12, Township 3 North, Range 1 East of the Willamette Meridian, and Tax serial numbers 181701000 and 181702000, located in the Norttheast ¼ of Section 13, Township 3 North, Range 1 East of the Willamette Meridian.

10. In the matter of **Docket item number CPZ2019-00023 Hinton Development Agreement:** pursuant to approving the Amended and Restated Development Agreement, and consistent with actions taken to reasonably fund critical links and intersection improvements, the council **approved** Resolution 2019-10-01 pertaining to the removal of the Urban Holding overlay as a comprehensive plan and zoning map on approximately 32.5 acres as indicated on the attached map (Exhibit 9). Tax serial number 181675000, located in the Southwest ¼ of Section 13, Township 3 North, Range 1 East of the Willamette Meridian.

11. In the matter of **Docket item number CPZ2019-00024 Wollam Development Agreement:** pursuant to the Development Agreement, and consistent with actions taken to reasonably fund critical links and intersection improvements,the council **approved** Resolution 2019-08-05 pertaining to the removal of the Urban Holding overlay as a comprehensive plan and zoning map designation on approximately 38 acres indicated on the attached map (Exhibit 10). Tax serial numbers 182168000, 182170000, and 182164000, located in the Northwest ¼ of Section 15, Township 3 North, Range 1 East of the Willamette Meridian.

12. In the matter of **Docket item number CPZ2019-00017 20-Year Capital Facilities Plan and Transportation Impact Fee Update,** the council **approved** the proposed update to the 20 Year Capital Facilities Plan and associated transportation impact fees (Exhibit 11).

Section 4. Arterial Atlas Amendments

1. In the matter of **Docket item number CPZ2019-00016 Arterial Atlas and Title 40 Appendix F:** the council **approved** the amendment of the arterial atlas and Title 40 Appendix F to delete the planned NE 16th Ave. from NE 106th St. to NE 110th St. as indicated on the attached map, and add the Arterial Atlas Map as Figure 35 to the Comprehensive Growth Management Plan 2015-2035 (Exhibit 12).

Section 5. Amendatory. Sec. 1 (Exhibit A) of Ord. 2003-11-01 and codified as CCC 40.210.010, and most recently amended by Sec. 4 of Ord 2019-07-01, are each hereby amended as follows:

40.210.010 Forest, Agriculture and Agricultural-Wildlife Districts (FR-80, FR-40, AG-20, AG-WL)

A. Purpose.

1. Forest 80 District. The purpose of the Forest 80 district is to maintain and enhance resource-based industries, encourage the conservation of productive forest lands and discourage incompatible uses consistent with the Forest I policies of the comprehensive plan. The Forest 80 district applies to lands which have been designated as Forest Tier 1 on the comprehensive plan. Nothing in this chapter shall be construed in a manner inconsistent with the Washington Forest Practices Act.

2. Forest 40 District. The purpose of the Forest 40 district is to encourage the conservation of lands which have the physical characteristics that are capable of management for the long-term production of commercially significant forest products and other natural resources, such as minerals.

3. Agriculture 20 District. The purpose of the Agriculture 20 district is to encourage the conservation of lands which have the growing capacity, productivity, soil composition, and surrounding land use to have long-term commercial significance for agriculture and associated resource production.

4. Agricultural-Wildlife. The purpose of the AG-WL district is to encourage the preservation of agricultural and wildlife use on land which is suited for agricultural production, and to protect agricultural areas that are highly valuable seasonal wildlife habitat from incompatible uses. The district provides for activities which can be considered accessory only to agricultural, game, or wildlife habitat management, or recreational uses. Nothing in this chapter shall be construed to restrict normal agricultural practices.

(Amended: Ord. 2018-01-09; Ord. 2018-10-02)

B. Uses.

The uses set out in Table 40.210.010-1 are examples of uses allowable in the various resource zone districts. The appropriate review authority is mandatory.

- "P" – Uses allowed subject to approval of applicable permits.
- "R/A" – Uses permitted upon review and approval as set forth in Section 40.520.020.
- "C" – Conditional uses which may be permitted subject to the approval of a conditional use permit as set forth in Section 40.520.030.
- "X" – Uses specifically prohibited.

Where there are special use standards or restrictions for a listed use, the applicable code section(s) in Chapter 40.260, Special Uses and Standards, or other applicable chapter is noted in the "Special Standards" column.

Table 40.210.010-1. Uses

	FR-80	FR-40	AG-20	AG-WL	Special Standards
1. Residential.					
a. Single-family dwellings and accessory buildings	P[1]	P[1]	P[1]	P	40.260.010
b. Guest house	C[2]	C[2]	C[2]	C[2]	40.260.010
c. Family day care centers	P	P	P	P	40.260.160
d. Adult family homes	P	P	P	P	40.260.190
e. Home business –	P	P	P	P	40.260.100

Table 40.210.010-1. Uses					
	FR-80	**FR-40**	**AG-20**	**AG-WL**	**Special Standards**
Type I					
f. Home business – Type II	R/A	R/A	R/A	R/A	40.260.100
g. Bed and breakfast establishments (up to 2 guest bedrooms)	R/A	R/A	R/A	R/A	40.260.050
h. Bed and breakfast establishments (3 or more guest bedrooms)	C	C	C	C	40.260.050
i. Garage sales	P	P	P	P	40.260.090
j. Temporary dwellings	P	P	P	X	40.260.210
2. Services, Business.					
a. Commercial nurseries predominantly marketing locally produced plants and associated landscaping materials	R/A	R/A	R/A	C	
b. Roadside farm stand	P	P	P	P	40.260.025
c. Agricultural market	P	P	P	X	40.260.025
d. Commercial kennels on a parcel or parcels 5 acres or more	R/A	R/A	R/A	X	40.260.110
e. Private kennels	P	P	P	P	40.260.110
f. Animal boarding and day use facilities	P	P	P	X	40.260.040
3. Services, Amusement.[10]					
a. Public recreation, scenic and park use[10]	P	P	P	C[3]	
b. Public interpretive/educational uses[10]	P	P	P	P	
c. Dispersed recreation and recreational facilities	P	P	P	X	

Table 40.210.010-1. Uses					
	FR-80	FR-40	AG-20	AG-WL	Special Standards
such as primitive campsites, trails, trailheads, snowparks and warming huts[10]					
d. Public recreation accessways, trails, viewpoints, and associated parking[10]	P	P	P	P	
e. Regional recreational facilities designed and developed through a public master planning process[10]	P	P	P	P	
f. Private recreation facilities, including retreats, but excluding such intensive uses as country clubs and golf courses	C	C	C	C[3]	
g. Country club and golf courses	X	X	C	X	
h. Equestrian facility	P	P	P	X	40.260.040
i. Equestrian events center	C	C	C	X	
j. Circuses, carnivals or amusement rides	R/A	R/A	R/A	R/A	
4. Services, General.					
a. Event facilities < 5,000 sq. ft.	X	C	C	X	
b. Tasting room and event facilities in conjunction with a winery	P	P	P	X	40.260.245
5. Services, Membership Organization.					
a. Churches	X	C	C	X	
6. Services, Educational.[10]					
a. Public and private elementary and middle	C	C	C	X	40.260.160

Table 40.210.010-1. Uses					
	FR-80	FR-40	AG-20	AG-WL	Special Standards
schools serving a student population primarily outside of urban growth boundaries					
7. Public Service and Facilities.[10]					
a. Ambulance dispatch facilities[10]	C	C	C	C	40.260.030
b. Government facilities[10]	C[4]	C[4]	C[4]	C[5]	
c. Public corrections facilities[10]	C	C	C	X	
8. Resource Activities.					
a. Agricultural	P[6]	P[6]	P[6]	P	
b. The growing, harvesting and transport of timber, forest products and associated management activities in accordance with the Washington Forest Practices Act of 1974 as amended, and regulations adopted pursuant thereto	P	P	P	X	
c. Wildlife game management	P	P	P	P	
d. Plant nurseries	P	P	P	P	
e. Removal, harvesting, wholesaling and retailing of vegetation from forest lands including but not limited to fuel wood, Christmas trees, salal, berries, ferns, greenery, mistletoe, herbs and mushrooms	P	P	P	C	Chapter 40.440
f. Silviculture	P	P	P	C	40.260.080

Table 40.210.010-1. Uses					
	FR-80	FR-40	AG-20	AG-WL	Special Standards
g. Aggregate extraction and processing for the purposes of construction and maintenance of a timber or agricultural management road system	P[7]	P[7]	P[7]	X	40.250.022
h. Exploration for rock, gravel, oil, gas, mineral and geothermal resources	P	P	P	X	40.250.022
i. Extraction of oil, gas and geothermal resources, in accordance with all applicable local, state and federal regulations	R/A	R/A	R/A	X	40.250.022
j. Commercial uses supporting resource uses	P[8]	P[8]	P[8]	X	
k. Accessory buildings	P	P	P	P	40.260.010
l. Housing for temporary workers	P	P	P	P	40.260.105
m. Sawmills greater than ten thousand (10,000) board feet per day, and other products from wood residues, drying kilns and equipment	C	C	C	X	
n. Forestry, environmental and natural resource research and facilities	P	P	P	C	
o. The processing of oil, gas and geothermal resources	C	C	C	X	
p. Heliports, helipads and helispots used in conjunction with the	P	C	C	X	40.260.170

Table 40.210.010-1. Uses					
	FR-80	**FR-40**	**AG-20**	**AG-WL**	**Special Standards**
resource activity					
9. Other.					
a. Signs	P	P	P	P	Chapter 40.310
b. Utilities, structures and uses including but not limited to utility substations, pump stations, wells, watershed intake facilities, gas and water transmission lines	P	P	P	C	40.260.240
c. Wireless communications facilities	P/C[9]	P/C[9]	P/C[9]	P/C[9]	40.260.250
d. Dams for flood control and hydroelectric generating facilities	C	C	C	C	
e. Solid waste handling and disposal sites	C	C	C	C	40.260.200
f. Private use landing strips for aircraft	C	C	C	X	40.260.170
g. New cemeteries and mausoleums, crematoria, columbaria, and mortuaries within cemeteries; provided, that no crematorium is within two hundred (200) feet of a lot in a residential district	X	~~X~~ C[11]	X	C	
h. Expansion of existing cemeteries	P	P	P	P	
i. Temporary uses	P	P	P	P	40.260.220
j. Electric vehicle infrastructure	P	P	P	P	40.260.075
k. Medical marijuana collective gardens	X	X	X	X	

Table 40.210.010-1. Uses					
	FR-80	FR-40	AG-20	AG-WL	Special Standards
l. Marijuana-related facilities	X	X	X	X	

[1] One (1) single-family dwelling on legal lot or legal nonconforming lot of record.

[2] One (1) guesthouse in conjunction with a single-family dwelling or home.

[3] Public, where no public master planning process has been completed, or private outdoor recreational facilities requiring limited physical improvements which are oriented to the appreciation, protection, study or enjoyment of the fragile resources of this area. In addition to those findings as specified by Section 40.520.030 (Conditional Use Permits), such uses shall be approved only upon the applicant establishing both of the following:

o There will be no significant environmental impact, especially as it relates to wildlife, resulting from the proposed use; and

o The subject site cannot be put to any reasonable economic use which is provided for in this section.

[4] Government facilities necessary to serve the area outside urban growth boundaries, including fire stations, ambulance dispatch facilities and storage yards, warehouses, or similar uses.

[5] Limited to fire stations only.

[6] Agriculture including: floriculture, horticulture, general farming, dairy, the raising, feeding and sale or production of poultry, livestock, furbearing animals, and honeybees including feedlot operations, animal sales yards, Christmas trees, nursery stock and floral vegetation and other agricultural activities and structures accessory to farming or animal husbandry.

[7] Additional surface mining and associated activities subject to zone change to add the surface mining overlay district, Section 40.250.022.

[8] Commercial uses supporting resource uses, such as packing, first stage processing and processing which provides value added to resource products. Chippers, pole yards, log sorting and storage, temporary structures for debarking, accessory uses including but not limited to scaling and weigh operations, temporary crew quarters, storage and maintenance facilities, disposal areas, saw mills producing ten thousand (10,000) board feet per day or less, and other uses involved in the harvesting of forest products.

[9] See Table 40.260.250-1.

[10] Once a property has been developed as a public facility, a docket is required to change the comprehensive plan designation from the current zone to the Public Facilities zone.

[11]A new cemetery, subordinate to a church in existence as of January 1, 2019, may be permitted subject to the approval of a conditional use permit.

Section 6. Amendatory. Sec. 2 (Attachment A) of Ord 1995-09-10 and codified as CCC 40.370.010, and most recently amended by Sec. 12 of Ord. 2012-07-03, are each hereby amended as follows:

40.370.010 Sewerage Regulations

A. Purpose.

The purpose of this section is to further the public health by providing clear rules for when connection to public sewer is required or prohibited. Nothing in this section shall be construed to permit violation of regulations for on-site sewage disposal systems promulgated by the Washington Department of Health or local governments.

B. Definitions.

1. "Public sewer" means extension of a public sewer system operated by a public entity or, where such extension is impractical, connection to an alternative public sewer system operated by the designated public sewer purveyor.

2. "UGA" means an urban growth area designated in the comprehensive plan.

C. New Structures within UGA and Rural Centers Served by Public Sewer – Public Sewer Connection Required – Exceptions.

Inside UGAs and rural centers served by public sewer, connection to public sewer is required as a condition of building permit issuance for any new structure which has the potential to increase sewage effluent, or additions to existing structures which have the potential to increase sewage effluent, unless the responsible official determines, using a Type I review process, that the new structure or addition is for single-family detached residential use, or a nonresidential use for which an on-site sewage disposal system can be approved by the Clark County Health Department and:

1. Such use does not generate hazardous/dangerous waste, as defined by applicable federal, state or local law; and

2. Extension of public sewer is impractical based upon the following criteria:

a. Public sewer would have to be extended more than three hundred (300) feet to the property line; or

b. Necessary permission cannot be obtained from intervening landowner(s); or

c. Intervening property contains natural or manmade obstructions, such as deep canyons, elevation changes, and solid rock impediments, which make public sewer extension prohibitively expensive or undesirable; and

3. A covenant to the county is recorded which commits the current and future property owner(s) to connect to public sewer within twelve (12) months of sewer becoming available. The covenant shall also contain a provision that commits the current and

future property owner(s) to participate in a future local improvement district if this is the method used to extend sewer.

(Amended: Ord. 2008-06-02; Ord. 2011-08-08; Ord. 2012-07-03)

D. Land Divisions within UGA – Public Sewer Connection Required – Exceptions.

Inside UGAs, connection to public sewers is required as a condition of approval of new land divisions, whether by plat, short plat or site plan application, unless the following exception applies:

1. A two (2) lot land division where one (1) of the lots is, or will be, developed in a use that generates no sewage effluent. Any plat approved under this exception shall record a covenant prohibiting the installation of plumbing fixtures for any use on the designated lot unless the lot connects to sewer.

2. Short plats approved under Section 40.200.050(B).

(Amended: Ord. 2008-06-02)

E. Public Sewer Connection Prohibited Outside UGAs – Exceptions.

For proposed structures or other developments outside of a UGA, connection to public sewer is prohibited except as follows:

1. In response to documented health hazards; or

2. To provide public sewer to regional park facilities ~~K—12 public schools or to uses within the urban reserve district otherwise required to be served by public sewer~~; or

~~3. Where the county has contractually committed to permit public sewer connection.~~

~~If sewer is extended, the maximum number of permitted hookups should be specified at the time of extension and no additional development exceeding this number should be permitted.~~

3. Pursuant to RCW 36.70A.213, to provide public sewer to a school and any associated recreational facilities in a rural area that serves students from a rural and urban area; provided the school district, the county, the public sewer provider and any affected cities determine that the proposed site is suitable and the school and any associated recreational facilities cannot reasonably be collocated on an existing school site; or

4. Upon a request for service to the public sewer provider, an intervening property pursuant to 40.370.010(E)(3) may be served by public sewer if, pursuant to RCW 36.70A.213(3) and 40.370.010(C)(2)(a), the property is within 300 feet of a sewer extension to serve a school; and provided the school district, the county, the public sewer provider and any affected cities agree to the request.

F. Period of Validity.

A Type I decision under this section shall be valid for a period of one (1) year if not associated with any other action. When such a decision is made in conjunction with another application

(e.g., short plat, plat or site plan), the decision shall be valid for the same period as the decision on the related application.

Section 7. New. A new section CCC 40.550.030 is hereby adopted that creates a process and criteria for review of proposed development agreements.

40.550.030 Development Agreements

A. Purpose. The purposes of this Section include one or more of the following, as appropriate in the circumstances:

1. Create a procedure for application, review, consideration, and conditioning of certain development projects according to the extent to which they advance the Comprehensive Plan's goals and policies.
2. Subject to the provisions of CCC 40.550.030.D.1.c, provide certainty to a developer that a project may proceed to be developed per the development standards, zoning ordinances, regulations, and other code provisions in effect at the time of the approval.
3. Provide assurance that currently allowed uses for a property may be maintained for a specified period of time in exchange for specific consideration which advances the Comprehensive Plan's goals and policies.
4. Provide a consistent process and criteria for review of proposed development agreements.

B. Applicability.

1. This Section applies to development agreements authorized pursuant to RCW 36.70B.170 through 36.70B.210 between Clark County and any person having ownership or control of real property located within Clark County's jurisdiction.
2. The provisions of this Section do not apply to or affect the validity of any contract rezone, concomitant agreement, annexation agreement, or other agreement in existence on or before the effective date of this Section, or adopted under separate authority, even though such agreements may also relate to development standards, mitigation and other regulatory requirements.
3. The county is authorized, but not required, to accept, review and approve a proposed development agreement. This process is voluntary on the part of both the applicant and the County. The decision to approve a development agreement is discretionary with the Clark County Council.
4. Neither application nor approval of a development agreement vests a project to development standards, zoning ordinances, regulations, and other code provisions, except as specified in the development agreement.

5. Development agreements or amendments thereto shall terminate 10 years from the date of recordation, unless otherwise specified, in the terms of the development agreement.
6. Development agreements provide flexibility and creativity to some or all of the development standards set forth in CCC Title 40, such as, permitted uses, residential densities, nonresidential densities, building sizes, payment of impact fees, affordable housing, parks and open space provisions, phasing, review procedures, vesting of applicable standards, and any other appropriate development requirement.

C. Types of Development Agreements.

1. **Project Development Agreement.** A project development agreement shall relate to a specific development proposal that is or would be subject to a Type II or III process defined in Chapter 40.510 CCC. The applicant shall submit a detailed site design with the identification of specific uses and activity. The level of detail shall be such that the project can be reviewed to determine the appropriate level of mitigation related to, but not limited to, transportation, stormwater and critical areas.
2. **Non-Project Development Agreement.** A non-project development agreement shall address a conceptual development that involves a legislative decision associated with a Type IV process defined in Chapter 40.510 CCC.

D. Development Standards.

1. Project Development Agreement.
    a. A development agreement may set forth the development standards, zoning ordinances, regulations, code provisions that shall apply to and govern the project, for the duration specified in the agreement.
    b. In order to encourage innovative land use management and provide flexibility to achieve public benefits, a development agreement adopted pursuant to this Section may impose development standards that differ from, but are consistent with, the development standards of the Clark County Code that would otherwise apply to a proposed development. Development standards imposed by the development agreement must be consistent with the comprehensive plan, and adequately address public health, safety, welfare and environmental requirements.
    c. Subsequently adopted standards which differ from those in the development agreement shall apply to the subject site only if necessary to address a serious threat to public health and safety or if the development agreement specifies a time period or phase after which certain identified standards may be modified.

Building permit applications shall be subject to the building codes in effect when the building permit application is deemed complete.

2. Non-Project Development Agreement. A non-project development agreement may allow one or more of the following: permitted land use types associated with the zoning, innovative land use types that advance the Comprehensive Plan's goals and policies, or existing legally established uses in effect at the time the agreement is approved.

E Development Agreement Application.

1. The applicant shall submit a form provided by the County to initiate a development agreement. The application form for proceeding with a development agreement may include a draft development agreement, but must include a narrative that details:
   a. The proposed development or Type IV non-project proposal;
   b. The need to deviate from the Clark County Code;
   c. The specific consideration that the applicant will provide to the County pursuant to the DA; and
   d. How the development agreement would be consistent with state law, development standards, zoning ordinances, regulations and other code provisions and would comply with the Clark County Comprehensive Plan's Goals and Policies.

F Contents of a Development Agreement.

1. A project development agreement shall be recordable pursuant to Washington State Law and include the following:
   a. A site plan depicting boundaries and project elements, such as: location, acreage and range of densities for residential development, if applicable; location and range of types of uses of nonresidential development; if applicable; location and size of critical areas and buffers, if any; perimeter buffers, if any; location and acreage of active and passive recreational areas, if any; and motorized and non-motorized circulation routes, including route connections to streets and pedestrian and bicycle routes servicing and/or abutting the site;
   b. The identification of consideration provided by the developer that furthers the goals and policies of the Clark County 20-year Comprehensive Growth Management Plan in exchange for implementing the agreement;
   c. The expected build-out period and, if applicable, the phasing of development;
   d. The duration of the agreement, which must comply with CCC 40.550.030.B.5;

e. Provisions for the termination of the development agreement, which must comply with CCC 40.550.030.B.5;
f. If environmental review is required under the State Environmental Policy Act, measures to mitigate significant adverse impacts including, but not limited to any impacts to public services and facilities;
g. A traffic impact study consistent with the requirements of CCC 40.350.020.D;
h. A title report containing proof of ownership;
i. If the applicant is not the owner of the property, a written and notarized statement by the owner authorizing the applicant to submit and negotiate the application on the owner's behalf, and for the County to process, review, negotiate, and consider the application for approval;
j. Identification of whether the development agreement runs with the land;
k. Provisions acknowledging that at the time a specific development application is submitted, all development regulations in effect at the time of submittal shall be applicable; and
l. Cost recovery provisions and timelines for processing, administering, and monitoring compliance with any required permits and approvals.

2. A non-project development agreement shall be recordable pursuant to Washington State Law and include the following:
a. A map depicting boundaries of the area subject to the development agreement;
b. The identification of consideration provided by the developer that furthers the goals and policies of the Clark County 20-year Comprehensive Growth Management Plan in exchange for implementing the agreement;
c. The listing of use types or specific uses that shall be permitted or prohibited pursuant to the development agreement, and their phasing, if applicable, and build-out periods;
d. The duration of the agreement, which must comply with CCC 40.550.030.B.5;
e. Provisions for the termination of the agreement, which must comply with CCC 40.550.030.B.5;
f. A map depicting the location of specific public amenities, infrastructure improvements or other public benefits that shall be provided through implementation of the agreement;
g. A traffic impact study consistent with the requirements of CCC 40.350.020.D;
h. A title report containing proof of ownership;
i. If the applicant is not the owner of the property, a written and notarized statement by the owner authorizing the applicant to submit and negotiate the application on

the owner's behalf, and for the County to process, review, negotiate, and consider the application for approval;

j. Identification of whether the development agreement runs with the land; and

k. Provisions acknowledging that at the time a specific development application is submitted, all development regulations in effect at the time of submittal shall be applicable.

G Review Criteria.

1. The County Manager or designee(s) shall negotiate acceptable terms and conditions of the proposed development agreement, subject to initial authorization by the Clark County Council and to final approval of the development agreement by the Clark County Council.
2. A development agreement must conform to the existing Clark County 20-year Comprehensive Growth Management Plan. The agreement must not allow for use types or densities currently not permitted by the existing zoning ordinance or existing legally established uses.
3. A development agreement must advance the goals and policies of the existing Clark County 20-year Comprehensive Growth Management Plan. Examples of compliance with this requirement include, but are not limited to, demonstration of one or more of the following:
   a. Promoting vitality of an area designated as a Regional, Countywide or Local Center;
   b. Preserving resource lands;
   c. Promoting community sustainability through complete, compact and connected communities;
   d. Dedicating lands for public facilities or services; and
   e. Constructing of public improvements.

H. Procedures.

1. Preliminary Review.
   a. Preliminary review is required for all development agreement applications. To initiate preliminary review, an applicant shall submit a completed development agreement application, pursuant to CCC 40.550.030.E, to the Permit Center, along with the required preliminary review fee. The required preliminary review fee shall be twenty percent of the total fee cost established in CCC 6.110A.010. The Land Use Division of the Community Development Department shall determine whether the application is fully complete.

b. Within twenty-one (21) calendar days after acceptance of a fully complete development agreement application, the County Manager or designee(s) shall collect a cursory assessment from each of the Departments of Community Development, Community Planning, and Public Works.

c. Upon receipt of the cursory assessments, or no later than seven (7) days after receipt of the cursory assessments the County Manager or designee(s) shall schedule a public meeting with the Council to occur no less than ten (10) days after the deadline for collection of the cursory assessments. The County Manager or designee(s) shall provide all materials contemporaneously with scheduling the public meeting.

d. The preliminary review procedures, required by this section, may be waived by Clark County Council when the County requests a development agreement to be executed.

2. Initial Authorization by the Clark County Council.

a. The Clark County Council shall hold a public meeting in accordance with the rules and procedures adopted by the Council. The County Manager shall present the preliminary departmental assessments and a recommendation whether the County should proceed to negotiate the proposed development agreement.

b. The Clark County Council may direct the County Manager to proceed with negotiating the terms of the draft development agreement, or it may deny the development agreement application.

3. Negotiation and Recommendation.

a. The applicant shall submit all the materials required by Section 40.550.030.F, along with a final review fee, to initiate negotiations. The required final review fee shall be the total fee established in CCC 6.110A.010, less the fee paid at preliminary review.

b. The County Manager may appoint a designee to conduct negotiations on behalf of the County and provide a recommendation to the County Manager.

c. The draft development agreement shall be forwarded to each affected department which shall review and comment to the County Manager regarding the policy and financial implication of the proposal.

d. After negotiating the terms of a proposed project development agreement, or an amendment thereto, the County Manager shall forward the proposal with a recommendation to the Clark County Council for its review and potential approval by action in a public hearing.

e. After negotiating the terms of a proposed non-project development agreement, the County Manager shall forward the proposed development agreement with a recommendation to the Planning Commission. The Planning Commission shall consider the proposed development agreement in a public hearing and shall recommend that the County Council approve or deny the proposal. The County Manager shall forward a proposed amendment of an approved non-project agreement, with a recommendation, to the Planning Commission for consideration in a public hearing if the proposed amendment includes a request to amend the Comprehensive Plan. In that case, the Planning Commission shall recommend that the County Council approve or deny the proposed amendment; otherwise, the Planning Commission shall not hear and make a recommendation on the proposed amendment.

4. Final Consideration by Clark County Council.

a. The Clark County Council shall consider a proposed development agreement in a public hearing and the Council shall adopt a resolution authorizing the County Manager to enter into the development agreement or may deny the proposed development agreement.

b. The County Manager will designate in writing the department responsible for administering and monitoring compliance with the approved Development Agreement.

I. Effect.

1. A development agreement pursuant to Chapter 36.70B RCW and this Section shall: Bind the parties and their successors, including a city that assumes jurisdiction through incorporation or annexation of the area covering the property subject to the development agreement;
2. Upon approval of a development agreement pursuant to CCC 40.550.030.H and its execution by all the parties to the agreement, the County shall record the agreement with the Clark County Auditor. On the date of recordation, or any later date specified in the agreement, the development agreement will take effect.

J. Amendment.

1. Any revision to an approved development agreement must be by written amendment, made during the term of the development agreement, duly authorized by the Council pursuant to the procedures set forth in Section 40.550.030.H.2-4, and signed by the parties.

Section 8. Severability.

If any section, sentence, clause, or phrase of this ordinance is 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 ordinance.

Section 9. Effective Date.

This ordinance shall go into effect on February 28, 2020, ten (10) days after its adoption as provided by law, except for school and traffic impact fees, which will take effect on March 18, 2020.

Section 10. Instructions to Clerk.

The Clerk to the council shall:

1. Transmit a copy of this ordinance to the Washington State Department of Commerce within ten (10) days of its adoption pursuant to RCW 36.70A.106.
2. Transmit a copy of the adopted ordinance to Code Publishing, Inc., forthwith to update the electronic version of the Clark County Code.
3. Transmit a copy of the adopted ordinance to the Clark County Geographic Information Systems (Megen Britell and Jesse Manley).
4. Transmit a copy of the adopted ordinance to the Community Development Department (Dan Young and Susie Davidson).
5. Transmit a copy of the adopted ordinance to the Community Planning Department (Sharon Lumbantobing).
6. Transmit a copy of the adopted ordinance to the Public Works Department (Ahmad Qayoumi and Rob Klug).
7. Record a copy of this ordinance with the Clark County Auditor.
8. Cause notice of adoption of this ordinance to be published forthwith pursuant to RCW 36.70A.290 and Clark County Code 1.02.140.

Section 11. Roll Call Vote. The following persons voted in favor of the above ordinance [amendments]: _____

_____

_____

ADOPTED this 18th day of February, 2020.

Attest:

_____
Clerk to the Council

CLARK COUNTY COUNCIL
CLARK COUNTY, WASHINGTON

By: _____
Eileen Quiring, Chair

Approved as to Form Only:
Anthony F. Golik

By: _____
Temple Lentz, District 1

Prosecuting Attorney

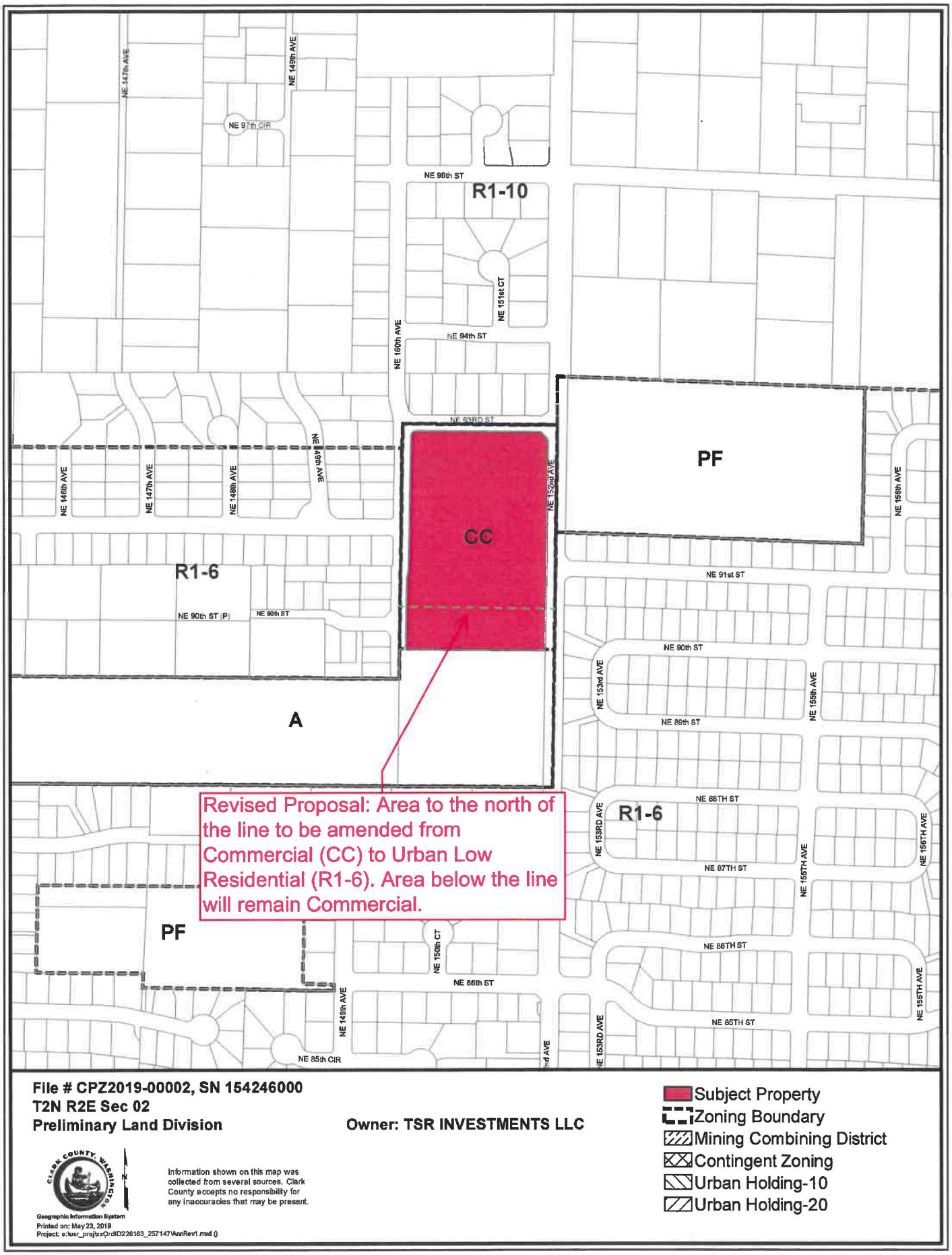
By: _____
Christine Cook
Sr. Deputy Prosecuting Attorney

By: _____
Julie Olson, District 2

By: _____
John Blom, District 3

By: _____
Gary Medvigy, District 4

Exhibit 1



File # CPZ2019-00002, SN 154246000
T2N R2E Sec 02
Preliminary Land Division

Owner: TSR INVESTMENTS LLC

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

CLARK COUNTY, WASHINGTON
Geographic Information System
Printed on: May 23, 2019
Project: e:\usr_proj\xxQrdID226163_257147\AnnRev1.mxd ()

Information shown on this map was collected from several sources. Clark County accepts no responsibility for any inaccuracies that may be present.

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 154246000

The South 717 feet of the following described property:

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

BEGINNING at a point 440.22 feet North of the Southeast corner of said Northeast quarter and running thence North 879.78 feet; thence West 495 feet; thence South 879.78 feet and thence East 495 feet to the Point of Beginning.

EXCEPT that portion conveyed to Clark County, Washington by Quit Claim Deed recorded under Auditor's File No. 5155274.

ALSO EXCEPT any portion lying within NE 152nd Avenue.

Exhibit 2

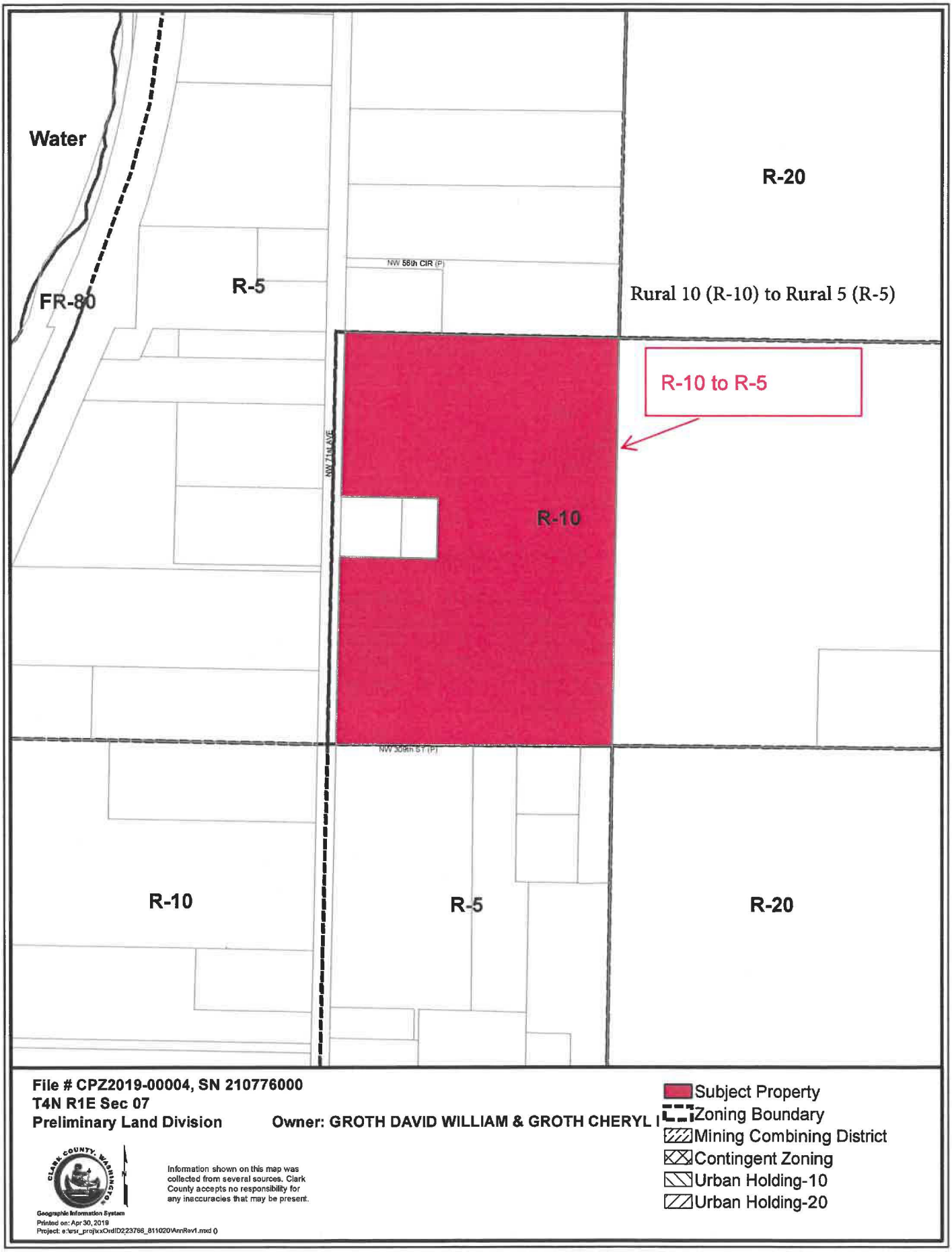

Water
FR-80
R-5
R-20
NW 58th CIR (P)
Rural 10 (R-10) to Rural 5 (R-5)
R-10 to R-5
NW 21st AVE
R-10
NW 309th ST (P)
R-10
R-5
R-20
File # CPZ2019-00004, SN 210776000
T4N R1E Sec 07
Preliminary Land Division
Owner: GROTH DAVID WILLIAM & GROTH CHERYL I
Subject Property
Zoning Boundary
Mining Combining District
Contingent Zoning
Urban Holding-10
Urban Holding-20
CLARK COUNTY, WASHINGTON
Geographic Information System
Printed on: Apr 30, 2019
Project: e:\gis_proj\xxOrdID223766_811020\AnnRev1.mxd ()
Information shown on this map was collected from several sources. Clark County accepts no responsibility for any inaccuracies that may be present.

Exhibit 2A

748401 - $10.00 - Clark County Title Company - Kristi Hilbert - 06/29/2016

5298498 D 06/29/2016 10:25 AM
Total Pages: 3 Rec Fee: $75.00
CLARK COUNTY TITLE COMPANY
SIMPLIFILE LC E-RECORDING
eRecorded in Clark County, WA

After recording return to:
David Groth
Steven Waugh
112 West 11th Street
Vancouver, WA 98660

Document Title: Bargain and Sale Deed
Grantor: Clark County, Washington
Grantee: Dave Groth and Steve Waugh
Legal Description: #22 Sec 7 T4N R1E WM
Serial #: 210776-000
Project: Advance R/W Property Sales
WO #: 11360

BARGAIN AND SALE DEED

CL4263

THE GRANTOR, **CLARK COUNTY, a political subdivision of the State of Washington,** for and in consideration of Three Hundred Five Thousand and No/100 Dollars ($305,000.00), in hand paid bargains, sells, and conveys to **DAVID WILLIAM GROTH and CHERYL IRENE GROTH, as Co-Trustees of the David and Cheryl Groth Trust and STEVEN WAUGH and REGAN WAUGH, husband and wife,** Grantees the following described real estate, situated in the County of Clark, State of Washington:

That fractional Southwest quarter of the Northwest quarter (also known as Government Lot 2) in Section 7, Township 4 North, Range 1 East of the Willamette Meridian, Clark County, Washington.

Except that portion lying within the right of way of NW 71st Avenue.

Also except that portion conveyed to Paul E. Schurman, et ux, by deed recorded under Auditor's File No. G 594638, records of Clark County, Washington.

Also except that portion conveyed to Paul E. Schurman, et ux, by deed recorded under Auditor's File No. G 559832, records of Clark County, Washington.

"SUBJECT TO the encumbrances, exceptions, easements, restrictions and reservations set forth in **EXHIBIT "A"**, which is attached hereto and made a part hereof by this reference."

The Grantor for itself and for its successors in interest does by these presents expressly limit the covenants of the deed to those herein expressed, and excludes all covenants arising or to arise by statutory or other implications.

Bargain and Sale Deed
Serial #: 210776-000
Project: Advance R/W Property Sales
WO #: 11360

Dated this 14th day of June, 2016.

Board of County Council
Clark County, Washington

Marc Boldt, Chair

Jeanne E. Stewart, Councilor

Julie Olson, Councilor

David Madore, Councilor

Tom Mielke, Councilor

STATE OF WASHINGTON

COUNTY OF CLARK

On this 14th day of June, 2016, before me personally appeared _____, _____ and MARC BOLDT, to me known to be the duly elected, qualified and acting County Councilors(s) of Clark County, Washington, who executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Clark County, for the uses and purposes therein mentioned, and on oath stated that he/she/they is/are authorized to execute said instrument by resolution of the Board of County Councilors of Clark County and that the seal affixed is the official seal of Clark County.

Dated: June 14, 2016

Rebecca L. Tilton

Notary Public in and for the State of WA
Residing at Vancouver
My commission expires: 4/26/16

REBECCA L. TILTON
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
APRIL 26, 2017

N:\CIP\NON-PROJECT\REAL PROPERTY\PROPERTY MANAGEMENT\SURPLUS PROPERTY DISPOSAL\OPS SURPLUS 210776-000\B&S DEED.DOCX

Exhibit A

1. Subject to taxes for the current year, if any, and future years.

2. Subject to reservations contained in Deed from The State of Washington recorded as Auditor's File Number G 55071, records of Clark County, Washington as follows:

   Reserving to the grantor all oil, gases, coal, ores, minerals and fossils, etc. and the right of entry for opening, developing and working the same, and providing that such rights shall not be exercised until provision has been made for full payment of all damages sustained by reason of such entry.

   Right of State of Washington or its successors, subject to payment of compensation therefore, to acquire rights-of-way for private railroads, skid roads, flumes, canals, water courses or other easements for transporting and moving timber, stone, mineral and other products from this and other land, as reserved in deed referred to above.

3. Subject to Easement to Olympic Pipeline Company, a Delaware corporation for pipeline recorded on March 12, 1964 as Auditor's File Number G 379497, and amended as Auditor's File Number 3030931, records of Clark County, Washington.

G 523679 G 524283 708990 708228

THE GRANTORS, WAYNE M. KEENEY and ELNA G. KEENEY, husband and wife,

for and in consideration of - - - - - - - - - Ten - - - - - - - - - - - - - - - - - Dollars ($ 10.00), in hand paid, convey and warrant to CLARK COUNTY, a municipal corporation of the State of Washington,

the following described real estate, situated in the County of Clark, State of Washington:

The fractional Southwest quarter of the Northwest quarter (also known as Government Lot 2) in Section 7, Township 4 North, Range 1 East of the Willamette Meridian;
EXCEPT County or Public Roads;
SUBJECT to reservations and conditions contained in deed from the State of Washington, under which title is claimed; and
SUBJECT to easement granted to Olympic Pipe Line Company, a Delaware corporation, as per instrument appearing of record under Auditor's File No. G 379497.

OCT 1 0 1968

OCT 1 0 1968

Approved OCT 3 1968 19
BOARD OF COUNTY COMMISSIONERS
OF CLARK COUNTY, WASHINGTON
By Jim Worthington
Chairman
Lawrence Beauchamp

Real Estate Excise Tax
Ch. 11 Rev. Laws 1951
EXEMPT
Affd. # 71640 Date 9-30-68
For details of tax paid see
Affd. #
Dorothy Carlson
Clark County Treasurer
By Deputy

OCT 1 0 1968

Dated this 18th day of September, A.D. 19 68.

Wayne M. Keeney (SEAL)

Elna G. Keeney (SEAL)

STATE OF WASHINGTON,
COUNTY OF CLARK. } ss.

On this day personally appeared before me WAYNE M. KEENEY and ELNA G. KEENEY, husband and wife,

to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 18th day of September, 1968.

FILED FOR RECORD
COUNTY COMMISSIONERS
Oct 4 1 32 PM '68
AUDITOR DON BONKER

R. D. Erickson
Notary Public in and for the State of Washington, residing at Vancouver therein.

ALBERT M. NANNEY
ATTORNEY AT LAW
208 ADAMS BUILDING
VANCOUVER, WASHINGTON

FILED FOR RECORD
COUNTY COMMISSIONERS
Oct 15 11 05 AM '68
AUDITOR DON BONKER

91384

G 523679

708228

THE GRANTORS, WAYNE M. KEENEY and ELNA G. KEENEY, husband and wife,

for and in consideration of - - - - - - - - - Ten - - - - - - - - - - - - - - - - - Dollars ($ 10.00), in hand paid, convey and warrant to CLARK COUNTY, a municipal corporation of the State of Washington,

the following described real estate, situated in the County of Clark , State of Washington:

The fractional Southwest quarter of the Northwest quarter (also known as Government Lot 2) in Section 7, Township 4 North, Range 1 East of the Willamette Meridian;
EXCEPT County or Public Roads;
SUBJECT to reservations and conditions contained in deed from the State of Washington, under which title is claimed; and
SUBJECT to easement granted to Olympic Pipe Line Company, a Delaware corporation, as per instrument appearing of record under Auditor's File No. G 379497.

Approved OCT 3 1968 19—
BOARD OF COUNTY COMMISSIONERS
Jim Worthington
Joe MacNatt
Lawrence Beauchamp

Real Estate Excise Tax
Ch. 11 Rev. Laws 1951
EXEMPT
No. 7164 Date 9-30-68
Paid
Treasurer
Deputy

Dated this 18th day of September , A.D. 19 68.

Wayne M. Keeney (SEAL)

Elna G. Keeney (SEAL)

STATE OF WASHINGTON,
COUNTY OF CLARK. } ss.

On this day personally appeared before me WAYNE M. KEENEY and ELNA G. KEENEY, husband and wife,

to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 18th day of September, 1968.

NOTARY PUBLIC

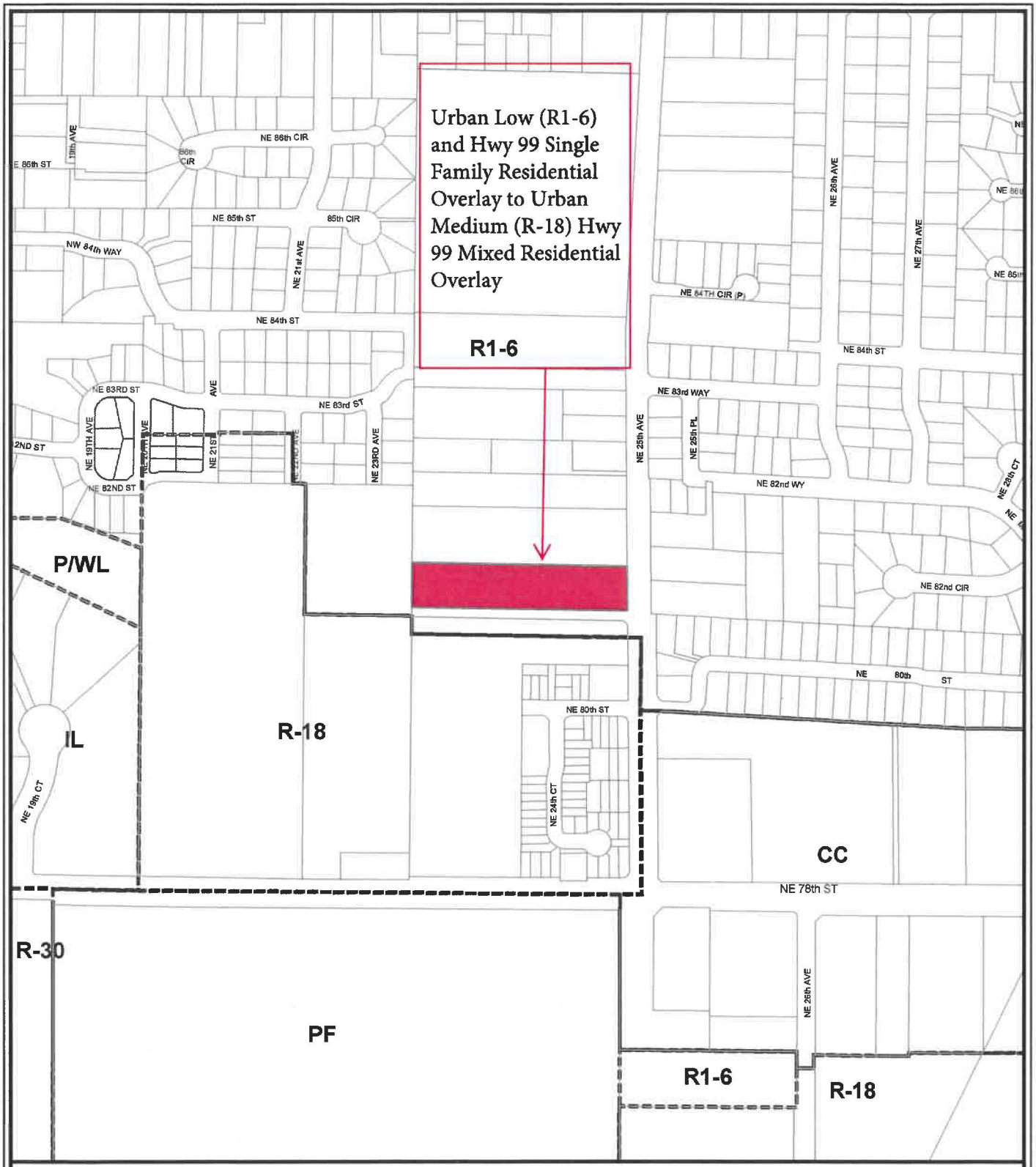
Notary Public in and for the State of Washington, residing at Vancouver therein.

COUNTY COMMISSIONERS
OCT 3 1968

ALBERT M. NANNEY
ATTORNEY AT LAW
208 ADAMS BUILDING
VANCOUVER, WASHINGTON

91384

Exhibit 3



File # CPZ2019-00006, SN 145032000
T2N R1E Sec 02
Preliminary Land Division

Owner: SADRI ASGHAR R

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

Information shown on this map was collected from several sources. Clark County accepts no responsibility for any inaccuracies that may be present.

Geographic Information System
Printed on: May 01, 2019
Project: e:\usr_proj\xxOrdID223765_141317\AnnRev1.mxd ()

Exhibit 3A

9

This Space Reserved For Recorder's Use:

9609120039

Filed for Record at Request of
Clark County Title Company
AFTER RECORDING MAIL TO:

Name ASGHAR SADRI

Address 203 E. RESERVE STREET

City, State, Zip VANCOUVER, WA 98661

Escrow number: 47381CF

Statutory Warranty Deed

THE GRANTOR MICHAEL W. SYVERSON AND JODI SYVERSON, HUSBAND AND WIFE, WHO ACQUIRED TITLE AS MICHAEL W. SYVERSON, AN UNMARRIED PERSON AND JODI J. COLLINS, AN UNMARRIED PERSON

for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION

in hand paid, conveys and warrants to ASGHAR R. SADRI, A SINGLE PERSON

the following described real estate, situated in the County of CLARK , State of Washington:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND AGREEMENTS OF RECORD.

Real Estate Excise Tax
Ch. 11 Rev. Laws 1951
$ 2794.60 has been paid
Recpt # 402445 Date 9-12-96
Sec. 61, see Aid. No.
Doug Lasher
Clark County Treasurer
By R2 Deputy

Dated this 05 day of September , 1996

By Michael W Syverson MICHAEL W. SYVERSON By

By Jodi Syverson JODI SYVERSON By

STATE OF WASHINGTON }
COUNTY OF CLARK } ss

I certify that I know or have satisfactory evidence that MICHAEL W. SYVERSON AND JODI SYVERSON are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: Sept 5 1996

Cheryl L Flack

Notary Public in and for the State of WASHINGTON
Residing at BATTLE GROUND
My appointment expires: FEBRUARY 1, 1998

LPB-10

Exhibit "A"

The following described property in the Clark County, Washington:

BEGINNING at a point on the West line of Government Lot 5, Section 2, Township 2 North, Range 1 East of the Willamette Meridian, which is 368 feet Southerly from Northwest corner thereof and running thence Southerly along the West line 132 feet; thence Easterly and parallel with the North line 687.82 feet, more or less, to the East line; thence Northerly along said East line 132 feet; thence Westerly and parallel with the North line 686.64 feet, more or less, to the point of beginning.

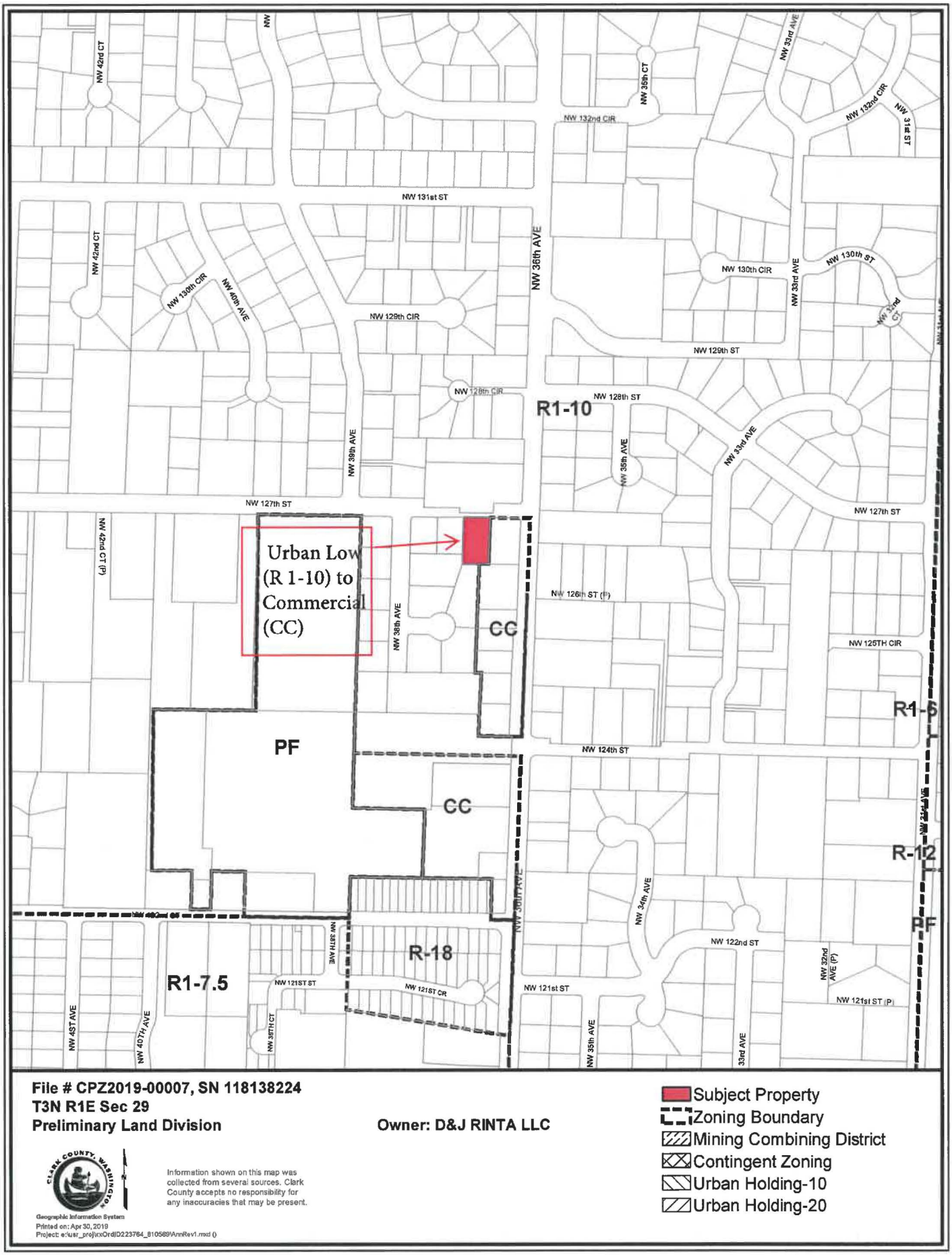
EXCEPT that portion of the East 30 feet lying within the right of way of Nozette Road, now know as N.E. 25th Avenue.

Also Except that portion conveyed to Clark County recorded under Auditor's File number 3319490.

FILED FOR RECORD
CLARK CO. WASH
CLARK COUNTY TITLE
SEP 12 10 59 AM '96

AUDITOR
ELIZABETH A LUCE

Exhibit 4



File # CPZ2019-00007, SN 118138224
T3N R1E Sec 29
Preliminary Land Division

Owner: D&J RINTA LLC

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

CLARK COUNTY, WASHINGTON
Geographic Information System

Information shown on this map was collected from several sources. Clark County accepts no responsibility for any inaccuracies that may be present.

Printed on: Apr 30, 2019
Project: e:\usr_proj\xxOrdJD223764_810589\AnnRev1.mxd ()

Exhibit 4A

LEGAL DESCRIPTION

"Lot 13, North Columbia Gardens, per the plat thereof recorded in Book G, Page 221, Clark County Plat Records"

PropertyID	Current Comprehensive Plan Designation	Current Zoning Designation	Approved Comprehensive Plan Designation	Approved Zoning Designation	Notes
185950000	PF	PF	UL	R1-10	
199667000	PF	PF	UL	R1-10	
200130000	PF	PF	UL	R1-10	
200176000	PF	PF	UL	R1-10	
275220000	PF	PF	R-5	R-5	
275230000	PF	PF	R-5	R-5	
275259000	PF	PF	R-5	R-5	
196677000	PF	PF	R-5	R-5	
104317000	PF	PF	UL	R1-7.5	
105582001	PF	PF	UL	R1-6	
105590000	PF	PF	UL	R1-6	
154038000	PF	PF	UL	R1-6	
154457000	PF	PF	UL	R1-6	
154516000	PF	PF	UL	R1-6	
154523000	PF	PF	UL	R1-6	
154527000	PF	PF	UL	R1-6	
157494000	PF	PF	UL; UM	R1-6; R-18	Parcel has split zoning. Comprehensivep plan designation of UL and zoning R1-6 applies to the western portion of the parcel, approximately 5 acres. Comprehensive plan designation of UM and zoning R-18 applies to the eastern portion of the parcel, approximately 6.81 acres.
157508004	PF	PF	UL	R1-7.5	
157509000	PF	PF	UL	R1-7.5	
158663000	PF	PF	UL	R1-6	
172116000	PF	PF	UL	R1-6	
172133000	PF	PF	UL	R1-6	
172142000	PF	PF	UL	R1-6	
172142005	PF	PF	UL	R1-6	
172142010	PF	PF	UL	R1-6	
172142015	PF	PF	UL	R1-6	
197409000	PF	PF	R-5	R-5	
197415000	PF	PF	R-5	R-5	Parcel has split zoning. Change only applies to eastern portion currently designated PF, which is approximately 12 acres.
197466000	PF	PF	R-5	R-5	
204042000	PF	PF	R-5	R-5	
204235000	PF	PF	RC	RC-1	
204260000	PF	PF	RC	RC-1	
258647000	PF	PF	R-5	R-5	
179392000	PF	PF	R-5	R-5	
98080000	PF	PF	UL	R1-7.5	
108590000	PF	PF	UL	R1-10	
108598000	PF	PF	UL	R1-10	
108600000	PF	PF	UL	R1-10	
118200000	PF	PF	UL	R1-6	
146210000	PF	PF	UL	R1-7.5	
146668000	PF	PF	P/OS; UL	P/WL; R1-7.5	Parcel has split zoning. Comprehensive plan designation of P/OS and zoning P/WL applies to northern portion of parcel. Comprehensive plan designation of UL and zoning R1-7.5 applies to southern portion of parcel. P/OS section is approximately 5.35 acres. UL section is approximately 6.4.
146669000	PF	PF	UL	R1-7.5	
146743000	PF	PF	UL	R1-7.5	
147623000	PF	PF	UM	R-22	
147646000	PF	PF	UM	R-22	

CPZ2019-00010 School Public Facility Zone Amendments
Approved Comprehensive Plan and Zoning Designations

PropertyID	Current Comprehensive Plan Designation	Current Zoning Designation	Approved Comprehensive Plan Designation	Approved Zoning Designation	Notes
147937000	PF	PF	UM	R-22	
148004000	PF	PF	UM	R-22	
148038000	PF	PF	UM	R-22	
148039000	PF	PF	UM	R-22	
148076000	PF	PF	UM	R-22	
184953000	PF	PF	UL	R1-7.5	
185025000	PF	PF	UL	R1-7.5	
186620000	PF	PF	UL	R1-6	
187329000	PF	PF	UL	R1-6	
187381000	PF	PF	UL	R1-6	
189207000	PF	PF	UL	R1-7.5	
189208000	PF	PF	UL	R1-7.5	
189231000	PF	PF	UL	R1-7.5	
189272000	PF	PF	UL	R1-7.5	
189308000	PF	PF	UL	R1-7.5	
189309000	PF	PF	UL	R1-7.5	

Exhibit 6

The table below shows the proposed updates to school impact fees (SIF):

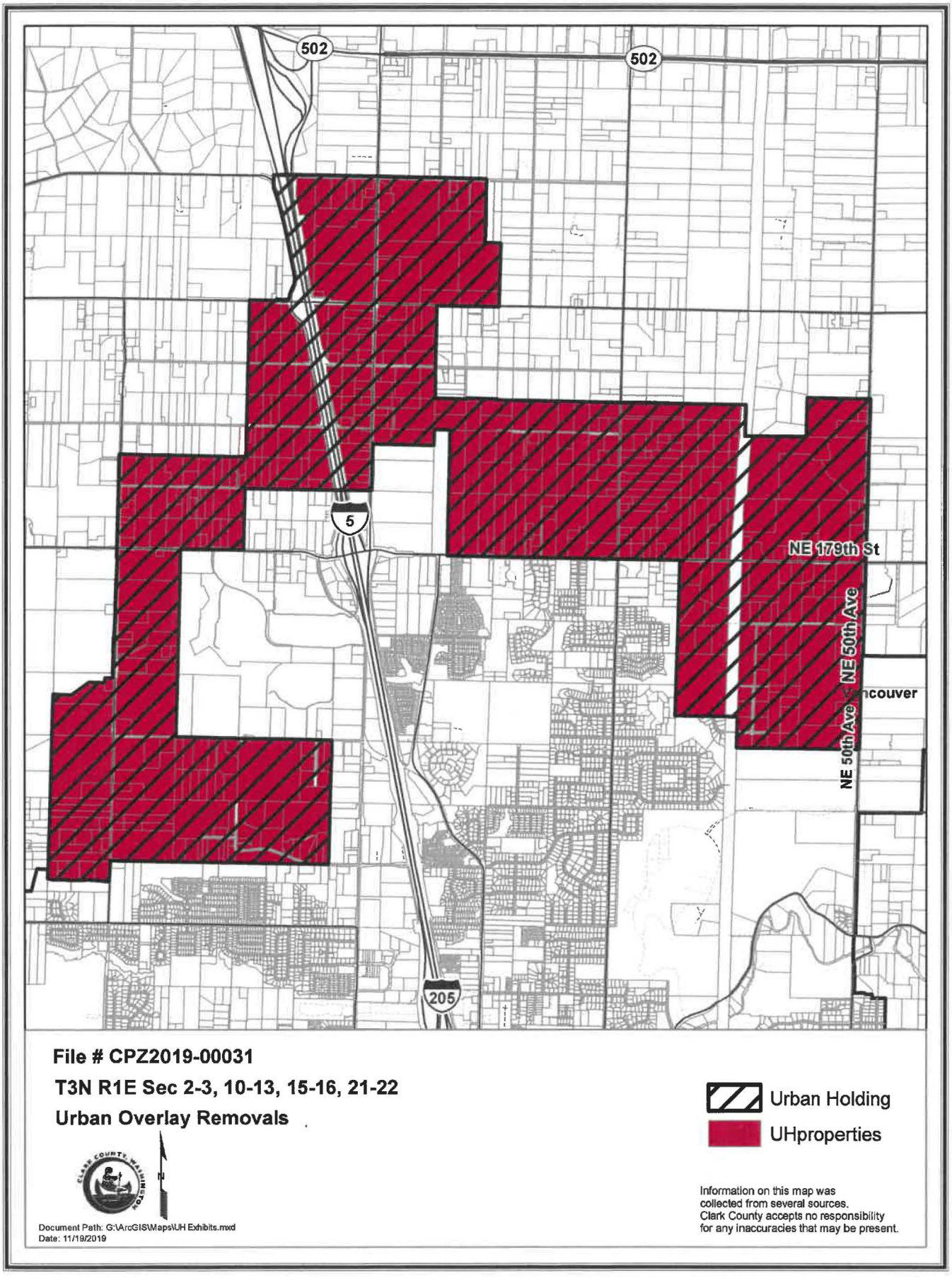
School District	CPZ Number[1]	Ordinance[2]	Single Family[3]	Multi-Family[3]
La Center	CPZ2019-00011	Ord. 2016-06-12	$3,501	$3,104
Evergreen	CPZ2019-00020	Ord. 2016-06-12	$6,432	$3,753
Hockinson	CPZ2019-00021	Ord. 2016-06-12	$7,790	$3,434
Woodland	CPZ2019-00022	Ord. 2016-06-12	$5,900	$5,900
Ridgefield	CPZ2019-00027	Ord. 2016-06-12	$10,100	$10,100

[1]The case number for purposes of Tidemark.

[2]The ordinance containing the last update of the single family and multi-family fees.

[3]The proposed single family and multi-family fees per dwelling unit, respectively.

Exhibit 7


502
502
5
205
NE 179th St
NE 50th Ave
NE 50th Ave
ncouver
File # CPZ2019-00031
T3N R1E Sec 2-3, 10-13, 15-16, 21-22
Urban Overlay Removals
Urban Holding
UHproperties
Document Path: G:\ArcGIS\Maps\UH Exhibits.mxd
Date: 11/19/2019
Information on this map was collected from several sources. Clark County accepts no responsibility for any inaccuracies that may be present.

CPZ2019-00031
URBAN HOLDING OVERLAY PARCELS

608163000	604445000	117442000	117425000	181232000	116960000	181203000
602661000	608467000	117461000	117390000	181293000	116915005	181499000
117431001	602524000	117461005	181235000	181513000	116910000	182170000
610047000	608473000	117370000	117400000	181512000	181447000	182168000
986031758	610925000	117431000	117150000	116970000	116820000	181694010
608673000	610052000	181306000	117146000	116915000	181300000	181695000
986031755	610873000	179417000	181234000	116890000	181286000	181704000
601250000	605884000	179356000	181309000	181458000	116930000	181686000
602921000	603395000	179168000	117765060	181258000	116913000	182198000
608805000	986050548	179174000	117141000	116815000	181453000	181710000
608454000	607318000	179094000	117180000	181448000	116810000	181696000
606490000	610975000	117750000	117170000	181225000	116680000	182203000
610535000	607077000	117700000	181316000	116675000	116710000	181711000
611430000	986027435	117730000	117765056	116700000	181460005	182183000
600053000	605059000	181228000	181539000	116660000	116685000	182180000
601855000	600494000	181236000	181540000	116684000	181442000	117767002
611493000	605208000	117761000	181251000	116701000	181495000	117767004
602160000	986033531	117710000	181295000	181454000	181497000	182393010
610755000	986034012	181227000	181517000	181291000	179416000	182381000
603106000	604263000	117711000	181455000	181208000	179414000	182157000
606946000	601684000	117500000	117142000	181238000	179183000	182184018
986031756	603200000	117490000	117765091	181202000	181472000	182188000
986028524	601541000	117450000	117765090	181223000	116635000	182174000
610053000	600456000	181221000	181557000	181459000	116566000	182184010
611431000	610628000	179178000	117062000	181579000	116560005	182184012
601465000	611466000	179143000	117060000	181268000	116636000	185571000
610556000	607156000	179414005	181207000	181277000	116610000	181735000
600499000	986050390	179100000	181317000	181548000	116590000	181689000
606402000	604679000	179414010	181532000	181519000	116570000	181705000
610048000	986042655	179184000	181509000	117180005	181262000	181687000
605661000	603791000	179152000	181533000	117145000	116600000	181476005
605060000	606654000	179157000	117080000	117765095	116550000	181304000
610051000	606400000	179147000	117121000	117140000	181264000	181694005
602363000	610947000	117751000	117123000	181198000	181244005	181741000
605054000	605798000	181183000	117122000	181278000	181496000	181284000
606955000	606585000	117451000	181209000	117120000	181476000	181520000

607740000	179416005	181188000	181257000	181531000	181479000	181326000
608470000	179166000	117430000	181510000	181541000	116582000	181494000
607112000	179146000	117410000	181542000	181543000	181305000	181530000
608070000	179165000	181294000	181511000	181537000	181470000	181493000
182211000	184957000	181209005	184958000	181753000	181769000	116911000
181763000	185427000	181572000	185565000	181754000	117767016	116892000
181715000	185544000	116670000	184978000	181748000	181770000	117116000
181709000	185483000	116683000	185440000	181285000	181767000	181297000
181764000	185471000	116702000	185412000	181749000	181682000	181515000
182193000	185468000	181218000	185510000	181259000	179380000	181516000
117767014	185014000	181239000	185512000	182138000	179355000	181546000
179153000	185531000	181319000	185503000	181522000	181466000	181547000
182199000	181230000	181460000	185514000	181675000	181580000	181501000
182208000	117740000	181443000	185504000	181514000	986050146	116567000
181721000	117741000	116681000	185028010	179191000	181449000	181492000
181765000	117515000	181498000	185019000	117767012	179352000	181471000
181766000	117480000	116676000	185017000	117767008	986050147	181263000
182194000	181186000	181482000	185027000	181544000	181581000	181505000
181714000	181237000	116620000	184976000	181464000	181444005	181752000
182167000	117441000	116565000	181518000	181445000	181441000	181701000
185537000	181217000	116560000	185501000	181450000	181444010	181702000
185415000	117440000	181303000	182204000	185451000	181444000	181694015
182155000	117380000	181323000	185542000	181714005	181755000	181729000
182155005	181290000	181483000	179151000	181727000	179350000	181708000
182184016	181302000	181224000	116980000	117767006	179354000	182165000
182181000	181247000	181525000	181288000	117767010	179393000	182178000
185028015	117160000	181490000	116630000	181693000	181768000	185426000
185028005	181324000	181500000	181672000	181717000	181685000	185549000
182174005	181252000	181700000	181731000	185411000	185526000	185416000
182184006	181310000	181694000	117063000	185489000	185543000	185538000
185487000	181193000	182164000	116912000	116641000	185447000	117117000
182200000	117765070	181700005	116720000	116642000	185525000	181287010
182177000	117765080	181699000	181267000	116650000	185535000	116950000
184960000	117765085	181695005	181244000	116640000	181747000	116940000
185490000	181312000	182185000	117680000	116845000	182184014	116901000
185533000	181192000	182160000	117190000	116830000	182191000	181322000
184959000	117147000	182393005	116900000	181698000	182190000	181275000
185500000	117765092	181719000	181272000	116860000	182382000	181197000
184957005	181538000	185020000	181521000	986041986	182212000	117420000

185476000	117070000	184986000	181245000	116840000	185548000	117428000
185028020	181253000	185018000	181189000	181674000	181287015	181243000
185467000	181292000	182184004	181440000	116875000	181545000	117415000
182156000	181313000	182184002	117510000	117100000	181552000	117690000
182201000	181287005	182184008	117360000	117090000	116920000	181184000
608674000	604145000	608076000	610049000	605166000	601061000	117460000
117720000	117760000	117470000				

CPZ2019-00031
COMPREHENSIVE PLAN TEXT AMENDMENT

Chapter 14 Procedural Guidelines

Special Implementation Procedures

The comprehensive plan map contemplates one land use method to assure the adequacy of public facilities needed to support urban development within urban growth areas. That method is to apply an Urban Holding District combined with urban zoning.

Urban Holding

When development polices require a legislative action prior to urban development occurring, the county applies the Urban Holding Plan Map and Zoning Overlay with a specific underlying urban zone. In these cases, identified criteria are established that must be met in order to remove the urban holding zoning and authorize the underlying urban zone. Under certain circumstances a Master Plan or Sub-Area Plan which includes how and when an area develops and with what uses, may be required. In most cases, city plan policies may require annexation prior to development.

Battle Ground, Camas, La Center, Ridgefield, Washougal, Yacolt and Woodland Urban Growth Areas

These areas may only undergo urban development following annexation, or consistent with an Intergovernmental Agreement which responds to a significant opportunity for a major employer if immediate annexation is not geographically feasible.

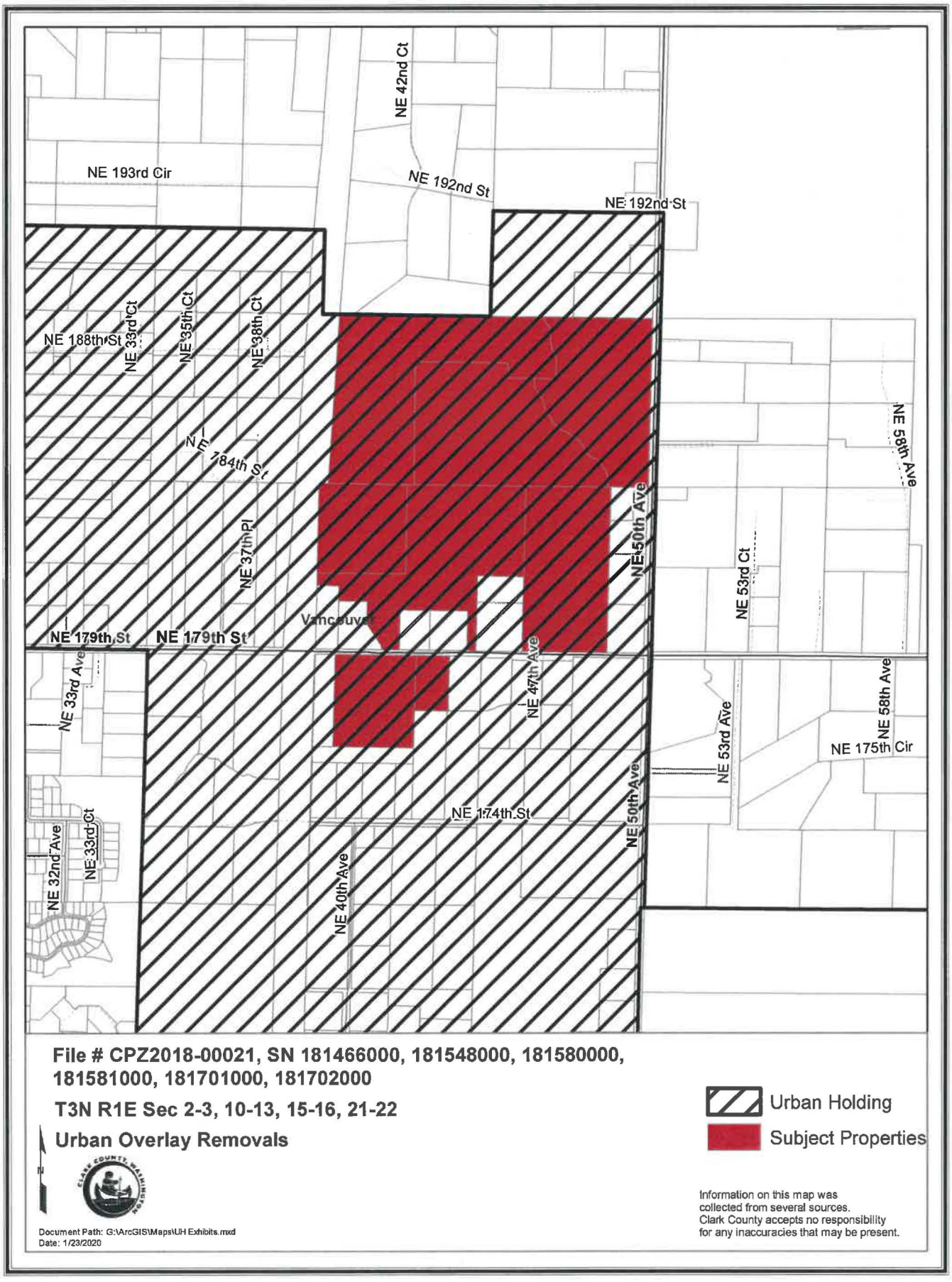
Vancouver Urban Growth Area

The Vancouver Urban Growth Area is divided into larger sub-areas. Each of these areas has unique circumstances as described below that shall be met in order to remove the Urban Holding Overlay and authorize an urban zone which is consistent with the Comprehensive Plan. The county will remove the UH overlay to appropriate areas sufficient in size that the county can collect transportation related data, analyze the cumulative transportation impacts and address mitigation to these impacts. ~~The urban holding overlay designation may be removed pursuant to Clark County Code 40.560.010 upon satisfaction of the following:~~

1. ~~**Mill Creek:** The area is bordered by NE 179th Street to the north, NE 50 Avenue to the east, NE 163rd Street to the south, and NE 34th Avenue to the west. Determination that the completion of localized critical links and intersection improvements are reasonably funded as shown on the county 6 Year Transportation Improvement Plan or through a development agreement.~~

~~**West Fairgrounds and East Fairgrounds:** Determination that the completion of localized critical links and intersection improvements are reasonably funded as shown on the county 6 year Transportation Improvement Plan or through a development agreement.~~

Exhibit 8


NE 42nd Ct
NE 193rd Cir
NE 192nd St
NE 192nd St
NE 188th St
NE 33rd Ct
NE 35th Ct
NE 38th Ct
NE 184th St
NE 37th Pl
NE 58th Ave
NE 50th Ave
NE 53rd Ct
NE 179th St
NE 179th St
Vancouver
NE 33rd Ave
NE 47th Ave
NE 53rd Ave
NE 58th Ave
NE 175th Cir
NE 174th St
NE 50th Ave
NE 32nd Ave
NE 33rd Ct
NE 40th Ave
File # CPZ2018-00021, SN 181466000, 181548000, 181580000, 181581000, 181701000, 181702000
T3N R1E Sec 2-3, 10-13, 15-16, 21-22
Urban Overlay Removals
Urban Holding
Subject Properties
Information on this map was collected from several sources. Clark County accepts no responsibility for any inaccuracies that may be present.
Document Path: G:\ArcGIS\Maps\UH Exhibits.mxd
Date: 1/23/2020

RESOLUTION NO. 2020-01-07

A Resolution of the Clark County Council authorizing entry into a First Amended and Restated Development Agreement among Clark County and the following owners and developers of real property in the vicinity of NE 179th Street:

MILL CREEK JV LLC (hereinafter referred to as "Holt" or "Developer"), WILFRED N ZILKE FAMILY TRUST (hereinafter referred to as "Zilke Trust"), WILFORD ZILKE AND MARJORIE ZILKE, husband and wife (hereinafter referred to as Zilke), GARY WEBB TRUST hereinafter referred to as "Webb"), and BIRCHWOOD FARMS LLC, (hereinafter referred to as "Birchwood Farms"), collectively referred to as "Property Owners."

WHEREAS, Property Owners own and seek to develop certain parcels of real property in the vicinity of NE 179th Street and Interstate 5, which is currently subject to an urban holding overlay pursuant to Clark County's 20-Year Comprehensive Growth Management Plan 2015-2035; and

WHEREAS, Clark County's Compressive Plan requires that prior to lifting the urban holding designation in the 179th Street/I-5 Interchange Area, the Council must determine that the completion of localized critical links and intersection improvements are reasonably funded, as shown on the County's 6-Year Transportation Improvement Plan or through a development agreement; and

WHEREAS, Clark County intends to fund the necessary improvements, in part, by entering into development agreements that will become effective upon the Council's adoption of a future ordinance finding that the relevant localized critical links and intersection improvements are reasonably funded and amending the Comprehensive Plan to remove the urban holding overlay; and

WHEREAS, RCW 36.70B.170 through .210 authorize the County to enter into development agreements with persons or entities having ownership or control of real property within the County; and

WHEREAS, on August 20, 2019, the Clark County Council selected a financing option to reasonably fund localized critical links and intersection improvements and authorized entry into a Development Agreement (the "DA") among Clark County and Property Owners (collectively "Parties") regarding certain real property in the vicinity of NE 179th Street, which property is located in Clark County, Washington; and

WHEREAS, Subsequent to the Clark County Council's August 20, 2019 authorization of the DA, Birchwood Farms refused to execute the DA and requested that it be amended to make Holt solely responsible for the $2.9 Million TIF pre-payment obligations set forth in the DA; and

WHEREAS, the Clark County Council approves of amending the DA to make Holt solely responsible for the $2.9 Million pre-payment obligations set forth in the DA, provided that Holt must post a security bond that is acceptable to the County from a reputable bonding company to secure the full prepayment obligation; and

WHEREAS, the Clark County Council approves of further amending the DA to make other corrections and clarifications necessary to memorialize the intent of the Parties; and

WHEREAS, the Clark County Council finds that the Introduction to the DA should be amended to read as follows:

This Development Agreement (this "Agreement") is entered into by and between CLARK COUNTY, a political subdivision of the State of Washington (the "County") and MILL CREEK JV LLC (hereinafter referred to as "Holt" or "Developer," which terms include any successor to, or assignee of, Mill Creek JV LLC), WILFRED N

ZILKE FAMILY TRUST (hereinafter referred to as "Zilke Trust"), WILFORD ZILKE AND MARJORIE ZILKE, husband and wife (hereinafter referred to as Zilke), GARY WEBB TRUST (hereinafter referred to as "Webb"), and BIRCHWOOD FARMS LLC, (hereinafter ~~collectively~~ referred to as "Birchwood Farms"). ~~"Holt", or the "Developer," which terms also include any successor in interest to the Property during the term of this Agreement.~~ Holt, the Zilke Trust, Zilke, Webb, and Birchwood Farms, and their successors and assignees may be referred to individually as a "Property Owner" and collectively as "Property Owners." The County and the Property Owners are the "Parties."

WHEREAS, the Clark County Council finds that Recital B should be amended to read as follows:

B. WHEREAS, Holt, owns or has under contract to purchase from Zilke Trust, Zilke, Webb and Birchwood Farms, ~~controls~~ certain parcels of real property in unincorporated Clark County Washington with the following tax identification numbers: 181466000, 181548000, 181580000, 181581000, 181701000, ~~and~~ 181702000, 986050146, and 98605146, and which are more particularly described in Exhibit A and incorporated by reference herein (together, the "Property"); and,

WHEREAS, the Clark County Council finds that Section 1 should be amended to read as follows:

1. This Agreement is a Development Agreement to be implemented in accordance with RCW 36.70B.170 through RCW 36.70B.210. It shall become a contract among ~~between~~ the Parties ~~Holt and the County~~ upon the later of (1) the date ten days after the day of the County's approval by ordinance or resolution following a public hearing as provided for in RCW 36.70B.170, or (2) the date on which a fully executed version is recorded with the County Auditor (the "Effective Date").

WHEREAS, the Clark County Council finds that Section 8(e) should be amended to read as follows:

e. Regardless of the ~~schedule provided for in~~ provisions of Sections 8.b, 8.c, and 8.d above, Holt agrees that by December 31, 2023, if the combined amount of TIF and Surcharge paid by Holt is less than $2,900,000, then Holt shall, on or before December 31st, 2023, pay to the County the difference between what Holt has paid in combined TIF and Surcharge and $2,900,000 (the "Gap Amount"). The Gap Amount shall be applied in the future to subsequent preliminary plat, final plat or building permit applications on the Property as pre-paid TIF or prepaid Surcharge. Nothing in this Agreement limits to $2,900,000 Holt's total obligations to pay TIF, Surcharge, or combined TIF

and Surcharge that may arise from the Property's future development approvals.

WHEREAS, the Clark County Council finds that Section 8(h) should be amended to read as follows:

h. Subject to the provisions of Section 8(e), nothing herein shall prevent Holt from applying for and receiving preliminary plat approval for more lots earlier in time than provided for in subsection 8(b) above. Provided, however, that if Holt does apply for and receive preliminary plat approval for more than 150 lots prior to August 15th 2020; 300 lots prior to August 15th, 2021, 450 lots prior to August 15th 2022, or 541 lots prior to August 15th 2023, Holt shall pay the per lot fee identified in subsection 8(b) by the dates and for the number of lots set forth in sub-paragraphs 1-4 below:

(1) August 15th 2020, based upon 150 lots if 150 lots or more have received preliminary plat approval;

(2) August 15th 2021, based upon 300 lots if 300 lots or more have received preliminary plat approval;

(3) August 15th 2022, based upon 450 lots if 450 lots or more have received preliminary plat approval; and

(4) August 15th, 2023 based upon 541 lots if 541 lots have received preliminary plat approval.

The amount of TIF owed under section 8(b) that has not been paid for a lot receiving preliminary plat approval pursuant to this subsection shall be paid at the time of final plat approval for that lot. Within 30 days of the full execution of this Agreement, Holt shall post security in the form of a bond from a reputable bonding company or some other form of security acceptable to the County and Holt (the "Security"). The amount of the Security shall be 2.9 million dollars which, in addition to securing Holt's payment of TIFs or Surcharge payments as provided for in this Section 8, shall also cover any and all losses, penalties, fees, expenses, and/or interest incurred by the County as a result of Holt's nonperformance of its obligations as provided for in this Section 8.

WHEREAS, the Clark County Council finds that the DA should amended to include Section 8(i), to read as follows:

i. Party to this Agreement other than Holt, or a successor or assignee of Holt, shall have any obligation under this Agreement that is expressly stated herein as an obligation of Holt. Only Holt, among the Property Owners, is bound by the terms of Section 8; the County shall not seek to enforce, whether through lawsuit, liens, judgments or foreclosure, any of Holt's obligations under this Agreement against Zilke, the Zilke Trust, Birchwood Farms or Webb, or its respective portions of the Property, while that Party remains the owner of that portion No of Property;

WHEREAS, the Clark County Council finds that the DA should amended to include Section 8(j), to read as follows:

j. Lots created and approved on the Property in excess of 541 lots are not subject to the pre-payment provisions of Section 8; Holt shall pay TIF and Surcharge, in the total amount of $9,550 for each lot in excess of 541 lots, at the time of building permit issuance.

WHEREAS, the Clark County Council finds that Section 10 should be amended to read as follows:

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

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

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

d. This Agreement is assignable, and, except as provided in Section 8, shall run with the land and be binding upon and inure to the benefit of the Parties, their respective heirs, successors and assigns. This Agreement shall be recorded.

e. The recitals contained herein are agreed to state binding obligations of the Parties, as their terms provide.

WHEREAS, the Clark County Council finds that certain grammatical, formatting and scriveners errors should be corrected throughout the DA which are reflected in *Exhibit 1* and *Exhibit 2* of this Resolution; and

WHEREAS, for ease of future reference to and implementation of the Development Agreement, as amended, the Parties desire to restate the amended agreement; and

WHEREAS, the previously approved DA, with track changes reflecting the amendments described herein, is attached hereto as *Exhibit 1*; and

WHEREAS, the FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT AMONG CLARK COUNTY, MILL CREEK JV LLC, WILFRED N ZILKE FAMILY TRUST, WILFORD ZILKE AND MARJORIE ZILKE, GARY WEBB TRUST, AND BIRCHWOOD FARMS LLC (hereinafter "Amended Development Agreement" is attached hereto as *Exhibit 2*; and

WHEREAS, the Bond Agreement securing Holt's $2.9 Million pre-payment obligations set forth in the Amended Development Agreement is attached hereto as *Exhibit 3*; and

WHEREAS, the Council considered this matter at a duly-advertised public hearing; and

WHEREAS, the Council concluded that approval of the amendments to the DA, and the approval and adoption of the proposed Amended Developer Agreement set forth in *Exhibit 2* and the Bond Agreement set forth in *Exhibit 3* will further the public health,

//////

//////

safety, and welfare of Clark County; now therefore,

THE CLARK COUNTY COUNCIL HEREBY RESOLVES AS FOLLOWS:

1. The Clark County Council approves the amendments to the DA set forth above;

2. The Clark County Council approves the restatement of the amended DA, as set forth in *Exhibit 2* hereto, the FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT AMONG CLARK COUNTY, MILL CREEK JV LLC, WILFRED N ZILKE FAMILY TRUST, WILFORD ZILKE AND MARJORIE ZILKE, GARY WEBB TRUST, AND BIRCHWOOD FARMS LLC, portions of which will become effective upon the Council's future adoption of an ordinance finding that the relevant localized critical links and intersection improvements are reasonably funded, and that the Urban Holding overlays are removed from Developers' property.

3. The Clark County Council approves the Bond Agreement securing Holt's $2.9 Million pre-payment obligations set forth in the Amended Development Agreement is attached hereto as *Exhibit 3*.

4. Instructions to the Clerk. The Clerk of the Council shall:

   a. Record a copy of this resolution with the Clark County Auditor;
   b. Cause notice of adoption of this resolution to be published forthwith pursuant to RCW 36. 70A.290;
   c. Transmit a copy of this resolution to Clark County Geographic Information Systems (Bob Pool, GIS Coordinator), to Community Planning (Oliver Orjiako, Director), to Community Development (Dan Young, Director) and to Public Works (Ahmad Qayoumi, Director).

ADOPTED this 21st day of January, 2020.

COUNTY COUNCIL
CLARK COUNTY, WASHINGTON

Attest:

Clerk to the Board

By: _____
Eileen Quiring, Chair

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

By: _____
Temple Lentz, District 1

_____
Christine M. Cook ~~Senior~~ Deputy Prosecuting Attorney

By: _____
Julie Olson, District 2

By: _____
John Blom, District 3

By: _____
Gary Medvigy, District 4

CLARK COUNTY, WASHINGTON
1844

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

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into by and between CLARK COUNTY, a political subdivision of the State of Washington (the "County") and MILL CREEK JV LLC (hereinafter referred to as "Holt" or "Developer," which terms include any successor to, or assignee of, Mill Creek JV LLC), WILFRED N ZILKE FAMILY TRUST (hereinafter referred to as "Zilke Trust"), WILFORD ZILKE AND MARJORIE ZIELKE, husband and wife (hereinafter referred to as Zilke), GARY WEBB TRUST hereinafter referred to as "Webb"), and BIRCHWOOD FARMS LLC, (hereinafter referred to as "Birchwood Farms"). Holt, the Zilke Trust, Zilke, Webb, and Birchwood Farms, and their assignees and successors in interest to the subject property may be referred to as the "Property Owners." The County and the Property Owners are the "Parties."

RECITALS

A. **WHEREAS,** the County has land use planning and permitting authority over unincorporated lands within its boundaries, and

B. **WHEREAS,** Holt, owns or has under contract to purchase from Zilke Trust, Zilke, Webb and Birchwood Farms, certain parcels of real property in unincorporated Clark County Washington with the following tax identification numbers: 181466000, 181548000, 181580000, 181581000, 181701000, 181702000, 986050146, and 98605147, and which are more particularly described in Exhibit A and incorporated by reference herein (together, the "Property"); and,

C. **WHEREAS,** the Property is subject to a comprehensive plan overlay designation of Urban Holding (UH), and a zoning overlay designation of Urban Holding-10 (UH-10), with underlying plan and zoning designations of Urban Low Density Residential (UL), and Single Family Residential (R1-7.5), respectively; and

D. **WHEREAS,** Holt and the County would like to further plan for the development of the Property with a unique and innovative design and a wide range of residential densities, advance

D. **WHEREAS**, Holt and the County would like to further plan for the development of the Property with a unique and innovative design and a wide range of residential densities, advance funding for transportation improvements, predictable infrastructure and regulations, and parks, trails and open spaces; and,

E. **WHEREAS,** This Agreement addresses the Comprehensive Plan criteria to lift the UH overlay from the Property and includes the Developer's agreement to satisfy the criteria. The County's approval of this Agreement represents the County Council's determination for the Property that the completion of localized critical links and intersection improvements are reasonably funded. In order for Developer to facilitate the items identified in this Agreement, Developer desires to obtain removal of the UH overlay designation and zoning from the Property so that development may occur thereon. In this regard, the removal of the UH overlay from the Property via a County ordinance will be processed concurrently with the approval of this Agreement; and,

F. **WHEREAS**, Holt and the County want to enable the Property to develop in a manner consistent with the Master Plan attached hereto as Exhibit B and incorporated by reference herein; and under the land use and development standards currently applicable to the Property (unless otherwise provided for in the Master Plan) and to allow for substantial environmental review to occur prior to development of the Property, including analysis of transportation impacts, recognizing that the State Environmental Policy Act encourages advanced environmental review and discourages piecemeal review; and,

G. **WHEREAS**, the County has the authority to enter into Development Agreements pursuant to RCW 36.70B.170 which provides, in part:

> 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 is 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; and,

H. **WHEREAS,** for purposes of this Agreement, "Development Standards" includes, but is not limited to all of the standards listed in RCW 36.70B.170(3) and,

I. **WHEREAS**, the County and Holt wish to provide long-term predictability to both Holt and the County on various development issues through the implementation of this Agreement and its attendant Master Plan; and,

J. **WHEREAS,** Holt, the County, and others have collaborated over a number of years through a public-private partnership, to facilitate the implementation of the Comprehensive Plan

through the improvement of transportation infrastructure in the area of the 179th Street interchange with Interstate 5 ("179th Interchange Area"). This is an area which faces challenges to development and to fully implementing the Comprehensive Plan, because of congestion and a lack of capacity on existing local roadways and intersections, lack of access to underdeveloped properties, and resulting traffic safety problems. Each Party has dedicated significant resources to planning for that area, which provides a gateway to development of currently underutilized land in the 179th Interchange Area. It is necessary for the Parties to complete certain planning efforts in the area, so that public and private funding will be available to complete the needed infrastructure, and that development of the infrastructure can go forward. Completion of certain intersections and other transportation links in the area will further implement the Comprehensive Plan and allow certain properties to develop, thereby generating further resources for more transportation improvements, and addressing the continuing harm to the public because of the problems and challenges listed above. This Agreement will document the completion of planning relevant to the subject property, Holt's contributions to the completion of certain infrastructure in the area, and the County's assurances that Holt may proceed as set forth herein.

K. WHEREAS, Holt's traffic engineer has prepared trip generation and distribution information based upon the expected development of the Property in accordance with the Master Plan (Exhibit B), and a copy of the trip generation estimates is attached hereto and incorporated herein as Exhibit E; and

L. WHEREAS, this Agreement addresses the Comprehensive Plan criteria to remove the UH plan and zoning overlays from the Property and includes Holt's agreement to satisfy the criteria through the construction of or reasonable funding of the mitigation measures, including the critical links and intersections, identified in Exhibit D.

NOW, THEREFORE, based on the foregoing Recitals, the Parties agree as follows:

1. Development Agreement: Effective Date.

This Agreement is a Development Agreement to be implemented in accordance with RCW 36.70B.170 through RCW 36.70B.210. It shall become a contract among the Parties upon the later of (1) the date ten days after the day of the County's approval by ordinance or resolution following a public hearing as provided for in RCW 36.70B.170, or (2) the date on which a fully executed version is recorded with the County Auditor (the "Effective Date").

2. Duration of Agreement

a. This Agreement shall take effect upon the Effective Date and shall terminate ten years thereafter; provided that, the ten-year period of effectiveness specified in this Agreement shall be tolled pending any appeals of this Agreement or of any county, state or federal land use decisions entitling Holt to commence or complete development of the Property.

b. In recognition of the need for the Clark County Council ("Council") to make a formal determination that the improvements needed to create transportation capacity sufficient to accommodate the trips generated by the Master Plan, including the critical links and intersections as provided for in the Comprehensive Plan, are reasonably funded; and in recognition that removal of the current Urban Holding overlays must occur before development of the Property may occur; and recognizing that at the time this matter comes before the Council the final funding package for the critical links and intersections may not yet be adopted, the Parties agree that the County shall remove the Urban Holding designations from the Property upon the effective date of the Council's adoption of an ordinance determining that the improvements needed to create transportation capacity sufficient to accommodate the trips generated by the Master Plan, including the critical links and intersections in the 179th Interchange Area, are reasonably funded within six years, as required by the Comprehensive Plan; provided, however, that the County has no obligation to adopt such an ordinance.

3. Vesting

a. Except as set forth in Section 3.b, below, any land use application submitted with respect to the Property during the term of this Agreement, shall be vested to the zoning and land use regulations applicable to the Property on the Effective Date.

b. Section 3.a, above, does not apply to the following applications for development permits:

i. Subject to Section 3.b.iv, below, an application for development of the Property that would generate more trips than indicated in Section 7 of this Agreement is governed by zoning and land use regulations and any other Development Standards in accordance with the Clark County Code in effect when the fully complete application is submitted;

ii. Subject to Section 3.b.iv, below, an application for a building permit is governed by the state or local building codes in effect when a fully complete application for a building permit is submitted;

iii. A critical area review in connection with a development application must be done in conjunction with that application and all applicable critical area regulations in effect when the fully complete application is submitted govern the application;

iv. An application for development is subject to stormwater regulations pursuant to the National Pollution Discharge Elimination System under the Federal Clean Water Act and Washington State law (NPDES) that are in effect at the time specified by the NPDES Phase I Municipal Stormwater Permit ("Stormwater Permit") issued to Clark County, if any, or at the date of final engineering approval by the County.

c. Any land use approvals granted under the pendency of this Agreement shall expire on the dates provided for in the applicable development regulations of the County in effect at the time of this Agreement, or at the expiration of this Agreement, whichever date occurs later in time; except that approvals governed by the regulations described by section 3.b above shall expire on the dates provided for in the regulations in effect at the times set forth in section 3.b, or at the date specified in the Stormwater Permit, if applicable. Pursuant to RCW 36.70B.170(4), the County reserves the authority to impose new or different regulations to the extent required by a serious threat to public health and safety.

4. **Conceptual Master Plan**

a. Attached as Exhibit B and incorporated by reference herein, is a master plan for the Property (the "Master Plan"). A detailed demonstration of how the Master Plan satisfies certain criteria provided for in CCC 40.520.080 is attached hereto as Exhibit C. The design of the Master Plan is unique and innovative through its "front loading" of transportation mitigation, its blending and transitioning of density both within and outside of the Property, its provisions for trails and open space (in excess of 15% of the Property area) and the trails' and open space's relationship to, protection of and integration with existing critical areas on the Property. The Master Plan provides for a variety of housing types and lot sizes. The Master Plan will provide the Parties with predictability regarding certain aspects of the future development of the Property, including access locations on to public streets and any associated offsite improvements related to transportation. The County finds and agrees that the Master Plan satisfies the provisions of CCC 40.520.080.C.4.d and CCC 40.520.080.D.1-.3; provided that Holt must submit architectural plans that are acceptable to the County pursuant to CCC 40.510.050-1.9.c(2)(m) in conjunction with an application for PUD approval as set forth in subsection (b).

b. Holt shall submit an application for a PUD that complies with the PUD ordinance's application requirements. Holt's application for preliminary plat approval and PUD approval may be filed and the County will process such applications upon execution of this Agreement. No public hearing or decision shall be made on any applications until the County removes the Urban Holding designation from the Property. Concurrently with the County's review of any preliminary plat applications and PUD applications, Holt may submit engineering plans to the County and the County shall review those plans in its normal course.

c. If a preliminary plat is approved with design or conditions that are different from the concurrently submitted and reviewed final engineering plans, then Holt shall resubmit engineering plans that conform to the preliminary plat approvals. Any costs associated with such changes shall be the responsibility of Holt. While the County agrees to allow concurrent review of land use applications and final engineering, nothing herein shall be construed to require the County to provide expedited review

that is different from the county's usual timelines for an application for land use or engineering review.

d. No final engineering approval shall be granted until the Urban Holding designation has been removed from the Property and a preliminary plat application has been approved. The application shall be processed as a Type III land use application and reviewed by the County. The application shall be substantially similar to the Master Plan. Any aspects of a land use application relating to the Property that are not substantially similar to the Master Plan shall be reviewed under the applicable regulations as if no Master Plan had been approved. Architectural submittals under CCC 40.510.050-1.9.c(2)(m) shall be submitted and reviewed in conjunction with the application for a PUD. Any approval criteria not addressed and found satisfied in this this Agreement shall be addressed during the PUD application and decision process.

e. Except as set forth in Section 3, above, future development of the Property is subject to the applicable provisions of the Clark County Code as of the Effective Date, and must be generally consistent with the Master Plan.

5. Effect on Fees or Charges

As provided for in RCW 36.70B.180, and except for those development standards described in Section 3.b, above, during the term of this Agreement, the development standards to which the Property is subject pursuant to this Agreement shall not be subject to unilateral amendment, or amendment to zoning ordinances, development standards, or regulations, or a new zoning ordinance or development standard or regulation adopted after the Effective Date. Provided, however, that the vesting granted by this Agreement shall not apply to impact fees, taxes, or permit application fees, which shall be determined or calculated consistent with the County's provisions applicable on the date such fee, charge or tax is triggered. As provided for in Ch. 36.70B RCW, the County reserves the right to impose new standards or changes in development regulations to the extent required by a serious threat to public health and safety.

6. SEPA

Pursuant to the State Environmental Policy Act (SEPA), piecemeal environmental review is to be discouraged. As such, the Parties wish for SEPA review to be accomplished as part of the Agreement for as many of the Property's potential adverse environmental impacts as can be reasonably analyzed, based upon current information contained within the SEPA checklist submitted with this Agreement, including, but not limited to, the traffic study, GIS data as to the general presence of wetlands on some portions of the Property and off site storm water impacts. This review is done under the Consolidated Review provisions of SEPA. The SEPA checklist attendant with this Agreement identifies various potential adverse impacts including transportation, parks, wetlands sewer, water and storm water. The Checklist also identifies a variety of technical reports or information that provides a basis for

the proposed mitigation or partial mitigation of these impacts. It is the intent of this Agreement and its attendant SEPA process, to have the County issue a Threshold Determination (as that term is utilized in RCW 43.21C) on the identified conceptually proposed impacts of the development of the Property. Uses and impacts that are identified at future stages of the development, i.e., preliminary plat approval or PUD approval, that have been previously analyzed through this or other SEPA processes, shall not be re-analyzed as long as the future identified adverse impacts are substantially similar to and of the same or less intensity as those previously analyzed under this or other SEPA processes. Any probable significant adverse environmental impacts of the Property's future proposed development that have not been analyzed under the SEPA process attendant with this Agreement or previously through some other lawful SEPA process, shall be undertaken at the time of such future development.

7. Transportation

Kittelson and Associates Transportation Engineers and the County have analyzed the transportation impacts of the full development (based upon the Master Plan in Exhibit B) of the Property as identified in the traffic study. Based upon the Master Plan, the Property at full development will increase the existing number of PM peak hour trips on the transportation system by 657 PM peak hour and 6346 average daily trips. Based upon Kittelson's and the County's analysis, the future development of the Property shall be conditioned upon the construction of, or the reasonable funding within six years of, the critical links and intersections provided for in the Comprehensive Plan and the other mitigation measures provided for in Exhibit D, which is attached hereto and incorporated by reference herein. The Property shall be vested during the term of this Agreement with 657 PM peak hour, 498 AM peak hour and 6346 average daily trips and no additional off site transportation mitigation or analysis will be required during the term of this Agreement; provided, however, that in the event Holt proposes uses or intensities of uses that would cause the total number of PM Peak or Average Daily trips to exceed the number of trips analyzed as part of this Agreement, then the County may require, and Holt shall provide, additional transportation analysis and lawful mitigation for those increased trips. The transportation vesting provided for in this Section shall be subject to the mitigation measures and the timing provided for in Exhibit D. Some of the transportation improvements may be on the County's Transportation Capital Facility Plan. Holt or successor in interest to the Property, upon construction of such qualifying transportation improvement, shall be eligible to apply for Transportation Impact Fee Credits, but only if such improvements are eligible for Credits under the County's applicable Capital Facilities Plan and Transportation Impact Fee programs.

8. Advance Payment Of TIF/Surcharge

a. To increase the County's ability to fund and construct certain transportation improvements in the area which will provide systemic benefits in excess of the impacts that will be created through the implementation of the Master Plan, Holt

agrees to accelerate the manner in which Holt or a successor in interest to the Property would pay Transportation Impact Fees ("TIFs"). Holt shall pay TIFs associated with the Property based upon the TIF rate applicable at the time this Agreement becomes effective. In addition to the payment of TIF, Holt shall also pay the Surcharge as described below. Instead of paying TIFs at the time of individual building permits, (as is currently provided for by the County's code), Holt, or its successor in interest agrees to the following permit application and TIF payment schedule.

b. Holt shall submit a fully complete application, (or if deemed incomplete, submit materials to achieve fully complete status within 28 days of the determination that the application is not fully complete), for preliminary plat approval for at least 150 lots prior to February 15th, 2020. Assuming Holt receives preliminary plat approval and no appeal is filed, Holt shall pay within 30 days of receiving said preliminary plat approval the sum of $3025 for each lot receiving preliminary plat approval. Holt shall submit a fully complete application, (or if deemed incomplete, submit materials to achieve fully complete status within 28 days of the determination that the application is not fully complete), for preliminary plat approval for at least 150 additional lots prior to February 15th, 2021. Assuming Holt receives preliminary plat approval and no appeal is filed, Holt shall pay within 30 days of receiving said preliminary plat approval the sum of $3025 for each lot receiving preliminary plat approval. Holt shall submit a fully complete application, (or if deemed incomplete, submit materials to achieve fully complete status within 28 days of the determination that the application is not fully complete), for preliminary plat approval for at least 150 additional lots prior to February 15th, 2022. Assuming Holt receives preliminary plat approval and no appeal is filed, Holt shall pay within 30 days of receiving said preliminary plat approval the sum of $3025 for each lot receiving preliminary plat approval. Holt shall submit a fully complete application, (or if deemed incomplete, submit materials to achieve fully complete status within 28 days of the determination that the application is not fully complete), for preliminary plat approval for at least 91 additional lots prior to February 15th, 2023. Assuming Holt receives preliminary plat approval and no appeal is filed, Holt shall pay within 30 days of receiving said preliminary plat approval the sum of $3025 for each lot receiving preliminary plat approval.

c. Holt shall submit an application for final plat approval for at least 150 lots prior to November 1st, 2020. Assuming Holt receives final plat approval, Holt shall pay $3025 for each lot receiving final plat approval. Holt shall submit an application for final plat approval for at least 150 additional lots prior to November 1st, 2021. Assuming Holt receives final plat approval, Holt shall pay $3025 for each lot receiving final plat approval. Holt shall submit an application for final plat approval for at least 150 additional lots prior to November 1st, 2022. Assuming Holt receives final plat approval, Holt shall pay $3025 for each lot receiving final plat approval. Holt shall submit an application for final plat approval for at least 91 additional lots

prior to November 1st, 2023. Assuming Holt receives final plat approval, Holt shall pay $3025 for each lot receiving final plat approval

d. In addition to the TIF, each building permit for each lot developed upon the Property, shall pay an additional surcharge (the "Surcharge") in the amount of $3,500 per lot. The Surcharge shall be paid at the time of the issuance of the building permit.

e. Regardless of the provisions of Sections 8.b, 8.c, and 8.d above, Holt agrees that by December 31, 2023, if the combined amount of TIF and Surcharge paid by Holt is less than $2,900,000, then Holt shall, on or before December 31st, 2023, pay to the County the difference between what Holt has paid in combined TIF and Surcharge and $2,900,000 (the "Gap Amount"). The Gap Amount shall be applied in the future to subsequent preliminary plat, final plat or building permit applications on the Property as pre-paid TIF or prepaid Surcharge. Nothing in this Agreement limits to $2,900,000 Holt's total obligations to pay TIF, Surcharge, or combined TIF and Surcharge that may arise from the Property's future development approvals.

f. Notwithstanding any other provision of Section 8 of this Agreement relating to the timing of the submission of a preliminary plat application or the submission of a final plat application, Holt shall not have to submit any of the applications referenced in Section 8 of this Agreement, provided Holt makes the payment that otherwise would be due if such application had been submitted and approved by the dates set forth in Section 8. Nothing in this paragraph shall be construed to alter the dates upon which such payments shall be made to the County as provided for in this Agreement, regardless of whether Holt submits any land use applications.

g. If Developer fails to timely make any payment due pursuant to Section 8 of this Agreement, Developer may not submit, and County may not accept or process, any further land use or permit application relating to development of the Property until all payments then due in accordance with Section 8 have been fully made.

h. Subject to the provisions of Section 8(e), nothing herein shall prevent Holt from applying for and receiving preliminary plat approval for more lots earlier in time than provided for in subsection 8(b) above. Provided, however, that if Holt does apply for and receive preliminary plat approval for more than 150 lots prior to August 15th 2020; 300 lots prior to August 15th, 2021, 450 lots prior to August 15th 2022, or 541 lots prior to August 15th 2023, Holt shall pay the per lot fee identified in subsection 8(b) by the dates and for the number of lots set forth in sub-paragraphs 1-4 below:

(1) August 15th 2020, based upon 150 lots if 150 lots or more have received preliminary plat approval;

(2) August 15th 2021, based upon 300 lots if 300 lots or more have received preliminary plat approval;

(3) August 15th 2022, based upon 450 lots if 450 lots or more have received preliminary plat approval; and

(4) August 15th, 2023 based upon 541 lots if 541 lots have received preliminary plat approval.

The amount of TIF owed under section 8(b) that has not been paid for a lot receiving preliminary plat approval pursuant to this subsection shall be paid at the time of final plat approval for that lot.. Within 30 days of the full execution of this Agreement, Holt shall post security in the form of a bond from a reputable bonding company or some other form of security acceptable to the County and Holt (the "Security"). The amount of the Security shall be 2.9 million dollars which, in addition to securing Holt's payment of TIFs or Surcharge payments as provided for in this Section 8, shall also cover any and all losses, penalties, fees, expenses, and/or interest incurred by the County as a result of Holt's nonperformance of its obligations as provided for in this Section 8.

i. No Party to this Agreement other than Holt, or a successor or assignee of Holt, shall have any obligation under this Agreement that is expressly stated herein as an obligation of Holt. Only Holt, among the Property Owners, is bound by the terms of Section 8; the County shall not seek to enforce, whether through liens, judgments or foreclosure, any of Holt's obligations under this Agreement against Zilke, the Zilke Trust, Birchwood Farms or Webb, or its respective portions of the Property, while that Party remains the owner of that portion of Property,

j. Lots created and approved on the Property in excess of 541 lots are not subject to the pre-payment provisions of Section 8; Holt shall pay TIF and Surcharge, in the total amount of $9,550 for each lot in excess of 541 lots, at the time of building permit issuance.

9. Amendment

The Parties may agree to any amendments to this Agreement to facilitate necessary infrastructure improvements and other matters; provided, however, that this Agreement may only be amended by mutual, written agreement of the Parties that is approved by the Clark County Councilors pursuant to a Type IV legislative process as set forth in the Clark County Code.

10. Miscellaneous

a. Failure by any Party at any time to require performance by another 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 any Party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.

b. This Agreement shall be construed 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.

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

d. This Agreement is assignable, and, except as provided in Section 8, shall run with the land and be binding upon and inure to the benefit of the Parties, their respective heirs, successors and assigns. This Agreement shall be recorded.

e. The recitals contained herein are agreed to state binding obligations of the Parties, as their terms provide.

CLARK COUNTY

By _____
Shawn Henessee, County Manager

Approved as to form only:
Anthony F. Golik, Clark County Prosecuting Attorney

By _____
Deputy Prosecuting Attorney

MILL CREEK JV LLC ("Holt")
By TCK, Inc, Manager

By _____
Greg Kubicek, President

WILFRED N ZILKE FAMILY TRUST

By _____

Wilfred N. Zilke, Trustee

WILFRED
~~WILFORD~~ ZILKE AND MARJORIE ZIELKE

By Wilfred Zilke
~~Wilford~~ Zilke
WILFRED

By Marjorie Zilke
Marjorie Zilke

GARY WEBB TRUST

By _____
Gary Webb Trustee of the Gary Webb Trust

BIRCHWOOD FARMS LLC

By _____
Edward C. Prentice, Co-Manager

Notary Public
State of Washington
KRISTA A HARVILL-SORTER
MY COMMISSION EXPIRES
APRIL 15, 2021

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that Wilfred N Zilke, as trustee of the Wilfred N Zilke Family Trust, is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 1/17/2020

Krista A. Harvill-Sorter

WILFORD ZILKE AND MARJORIE ZILKE

By_____ By_____
Wilford Zilke Marjorie Zilke

GARY WEBB TRUST

By_____
Gary Webb Trustee of the Gary Webb Trust

BIRCHWOOD FARMS LLC

By Edward C Prentice Co-Manager BFLLC
Edward C. Prentice, Co-Manager

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that Wilfred N Zilke, as trustee of the Wilfred N Zilke Family Trust, is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

_____
Notary Public in and for the State of Washington, residing at Vancouver.
My appointment expires:

Notary Public in and for the State of
Washington, residing at Vancouver.
My appointment expires: 4-15-21

Notary Public
State of Washington
KRISTA A HARVILL-SORTER
MY COMMISSION EXPIRES
APRIL 15, 2021

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that Wilfred N Zilke is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 1/17/20

Kristen A. Harvill-Sorter

Notary Public in and for the State of
Washington, residing at Vancouver.
My appointment expires: 4-15-21

Notary Public
State of Washington
KRISTA A HARVILL-SORTER
MY COMMISSION EXPIRES
APRIL 15, 2021

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that Wilfred Zilke Personal Representative of Marjorie Zilke is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 1/17/20

Kristen A. Harvill-Sorter

Notary Public in and for the State of
Washington, residing at Vancouver.
My appointment expires: 4-15-21

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that Shawn Henessee is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument as the County Manager of Clark County, Washington, and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 1/21/2020

REBECCA L MESSINGER
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION NUMBER 3715
COMMISSION EXPIRES APRIL 26, 2021

Rebecca L. Messinger

Notary Public in and for the State of Washington, residing at Vancouver.
My appointment expires: 4/26/21

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that Edward C Prentice as co-manager of Birchwood Farms is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 01/24/20

KENDRA L HASH
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
8058
2-01-23

Notary Public in and for the State of Washington, residing at Vancouver.
My appointment expires: 02/01/23

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that Greg Kubicek as co-manager of Birchwood Farms is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and

I certify that I know or have satisfactory evidence that Greg Kubicek as co-manager of Birchwood Farms is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

_____
Notary Public in and for the State of
Washington, residing at Vancouver.
My appointment expires:

STATE OF ~~WASHINGTON~~ Oregon)
) ss.
County of ~~Clark~~ Union)

I certify that I know or have satisfactory evidence that Gary Webb, as trustee of the Gary Webb Family Trust, is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 01/09/2020

OFFICIAL STAMP
ROBBI JAY CRIBBS
NOTARY PUBLIC-OREGON
COMMISSION NO. 979360
MY COMMISSION EXPIRES SEPTEMBER 26, 2022

Robbi J. Cribbs
Notary Public in and for the State of
~~Washington~~ Oregon, residing at ~~Vancouver~~ La Grande
My appointment expires: 09/26/2022

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that Greg Kubicek, on behalf of TCK LLC as manager for Mill Creek JV LLC, is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 1/21/2020

Kristen A. Harrell-Bea

Notary Public
State of Washington
KRISTA A HARVILL-SORTER
MY COMMISSION EXPIRES
APRIL 15, 2021

Notary Public in and for the State of Washington, residing at Vancouver.
My appointment expires: 4-15-21

Exhibit A

752952 - $10.00 - Clark County Title Company - Sue McMerrick - 09/15/2016

5325450 D 09/15/2016 10:37 AM
Total Pages: 4 Rec Fee: $76.00
CLARK COUNTY TITLE COMPANY
SIMPLIFILE LC E-RECORDING
eRecorded in Clark County, WA

AFTER RECORDING, RETURN TO:

Hunt & Associates, PC
101 SW Main St., Ste. 805
Portland, OR 97204
Attn: Lawrence B. Hunt

Document Title:

NON-MERGER DEED IN LIEU OF FORECLOSURE

Reference Numbers of Related Documents:

Deed of Trust recorded April 4, 2005 in Auditor's File No. 3968416; Non-Merger Deed in Lieu of Foreclosure recorded December 31, 2008 in Auditor's File No. 4519496

Grantor:

RENAISSANCE CUSTOM HOMES LLC, an Oregon limited liability company

Grantee:

GARY F. WEBB TRUST, Gary F. Webb, Trustee

Legal Description:

That portion of the Northwest quarter of the Northeast quarter of Section 13, Township 3 North, Range 1 East of the Willamette Meridian, Clark County, Washington, *continued on Exhibit A.*

Assessor's Tax Parcel ID Number(s):

181701-000; 181702-000

NON-MERGER DEED IN LIEU OF FORECLOSURE

Title to the real property herein described is vested in fee simple in Renaissance Custom Homes LLC, an Oregon limited liability company and ("Grantor"), subject to the lien of a Deed of Trust dated March 19, 2008 and recorded April 4, 2005, 2008 in the Records of Clark County, Washington, in Auditor's File No. 3968416 ("Deed of Trust"). The beneficiary of the Deed of Trust is Gary F. Webb Trust ("Grantee"). The Deed of Trust secures certain obligations owed by Grantor to Grantee pursuant to a Real Estate Sales Agreement (as amended from time to time), a Promissory Note, and a Personal Guarantee of Randy Sebastian (together with the Deed of Trust, the "Agreements").

Under the Agreements, $883,716.48 is due and payable; together with $18,648.17 in property taxes paid by Webb Trust; attorney fees and costs; accrued interest to date, and other costs and expenses to which Grantee is entitled thereunder.

The Deed of Trust is in default and subject to immediate foreclosure. Grantor is unable to pay the indebtedness and desires to avoid foreclosure proceedings. Grantor therefore desires to give an absolute deed of conveyance of said property and satisfaction of the indebtedness secured by said Deed of Trust.

Grantee agrees to accept such conveyance upon the terms and conditions hereinafter stated.

NOW, THEREFORE, in consideration of the cancellation of the debt and all evidence of indebtedness secured by said Deed of Trust, Grantor does hereby grant, bargain, sell and convey to Grantee all of the real property located in Clark County, Washington, described on Exhibit A hereto, SUBJECT TO a Residential Lease Agreement dated April 28, 2006 between The Management Group, Inc. as agent for Lessor and Charles and Jill Holt as Lessees; and any and all liens and encumbrances of record.

Grantor covenants that:

This deed is absolute in legal effect and form, conveys fee simple title to the premises herein described to Grantee, terminates Grantor's redemption rights to the real property (if any) or other right or interest of Grantor or anyone claiming through or under Grantor, and does not operate as a mortgage, trust, conveyance or security of any kind;

Grantor surrenders possession of the real property to Grantee;

Grantor warrants and hereby agrees to forever defend the title to the real property against all claims and demands of all persons, other than the liens and encumbrances of record;

This deed does not effect a merger of the fee ownership of the real property and the lien of the Deed of Trust described above, whether Grantee is now or hereafter may be the owner or holder of such lien or security interest. The ownership of the real property and the liens of the Deed of Trust, together with any other liens and security interests now or hereafter owned

or held by Grantee, shall hereafter remain separate and distinct. This deed does not preclude Grantee from continuing or instituting any action, suit or proceeding to foreclose the Deed of Trust or other security interest should Grantee deem it appropriate; provided, however, that by accepting this deed, Grantee covenants and agrees that Grantee shall forever forebear from taking any action whatsoever to collect against Grantor or Randy Sebastian on the Agreements or any other obligation secured by the Deed of Trust;

In executing this deed, Grantor is not acting under any misapprehension as to the effect thereof, nor under any duress, undue influence or misrepresentations by Grantee, its agents or attorneys;

The true and actual consideration for this transfer, stated in terms of dollars, is none. The consideration consists of the release of Grantor's liability under the Agreements described above.

IN WITNESS WHEREOF, Grantor has executed this deed as of this 29 day of December, 2008.

RENAISSANCE CUSTOM HOMES LLC

By: _____
Its: Member

STATE OF OREGON)
) ss.
County of Multnomah)

On this day personally appeared before me Randal S. Sebastian, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed on behalf of Renaissance Custom Homes LLC, an Oregon limited liability company, for the uses and purposes therein mentioned.

Given under my hand and official seal this 29 day of December, 2008.

_____
Notary Public in and for the State of Oregon

OFFICIAL SEAL
LAURA J WOOD
NOTARY PUBLIC-OREGON
COMMISSION NO. 432459
MY COMMISSION EXPIRES OCT. 2, 2012

EXHIBIT A

DESCRIPTION: ORDER NO.: K143926

That portion of the Northwest quarter of the Northeast quarter of Section 13, Township 3 North, Range 1 East of the Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at a point that is North 89°10' East 156 feet from the quarter section corner common to Section 12 and 13, Township 3 North, Range 1 East of the Willamette Meridian; and running thence North 89°10' East 631.25 feet; thence South 865.91 feet; thence South 89°10' West 790.53 feet; thence North 0°13' East 126 feet; thence North 89°10' East 156 feet; thence North 0°13' East 739.56 feet to the Point of Beginning.

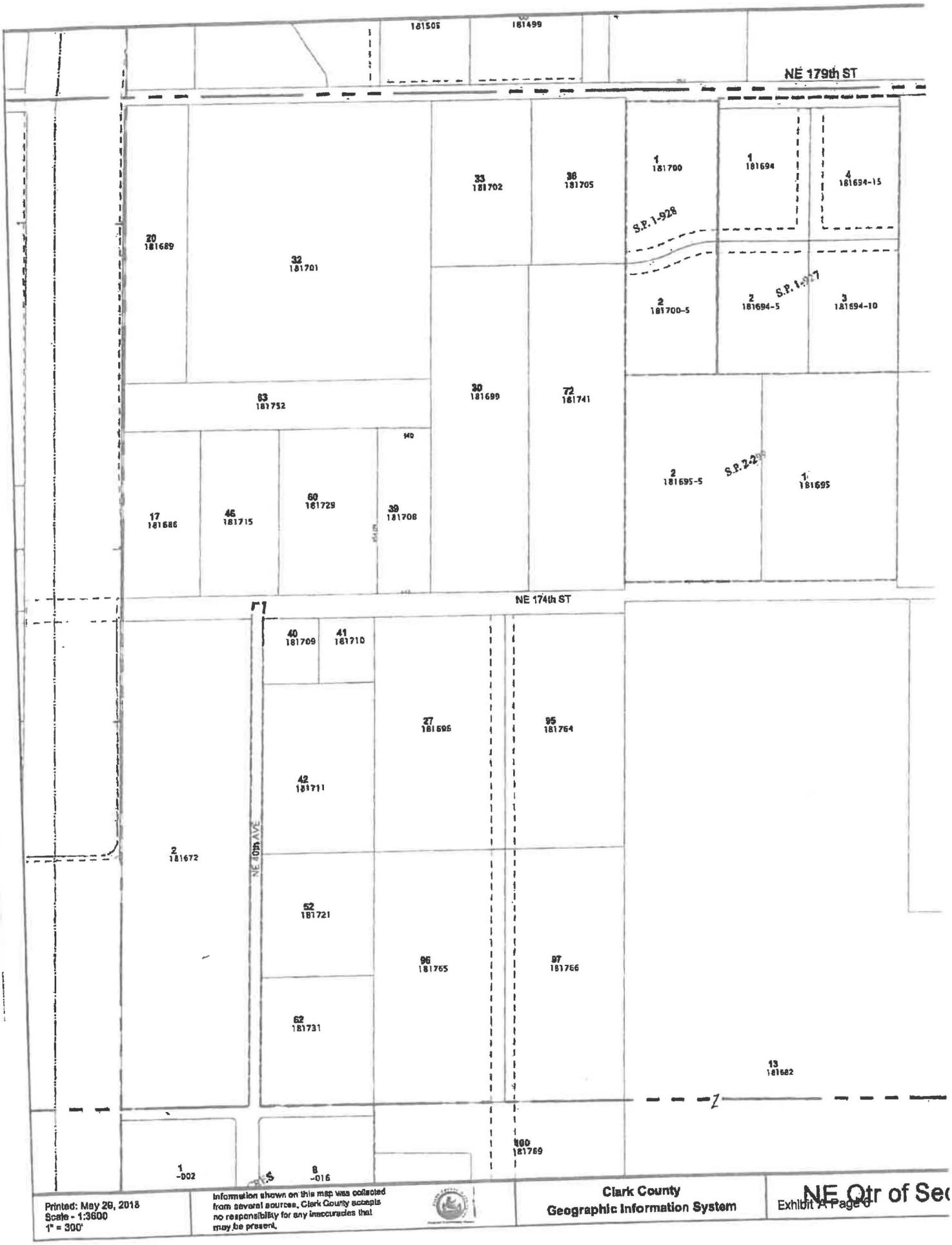
EXCEPT the South 126 feet as conveyed to Tommy L. Frasier et al by Deed recorded under Auditor's File Number 8506030097.

ALSO EXCEPT any portion lying within Northeast 179th Street.

PARCEL II

That portion of the Northwest quarter of the Northeast quarter of Section 13, Township 3 North, Range 1 East of the Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at a point that is North 89°10' East 787.25 feet from the quarter section corner, common to Section 12 and 13, Township 3 North, Range 1 East of the Willamette Meridian; and running thence North 89°10' East a distance of 258.75 feet; thence South a distance of 450 feet; thence South 89°10' West a distance of 258.75 feet; thence North a distance of 450 feet to the Point of Beginning. Any portion lying within NE 179th Street.


181505
181499
NE 179th ST
20 181689
32 181701
33 181702
38 181705
1 181700
1 181694
4 181694-15
S.P. 1-928
2 181700-5
2 181694-5
S.P. 1-927
3 181694-10
63 181752
30 181699
72 181741
17 181686
46 181715
60 181729
39 181708
2 181695-5
S.P. 2-296
1 181695
NE 174th ST
40 181709
41 181710
27 181695
95 181764
42 181711
2 181672
NE 10th AVE
52 181721
96 181765
97 181766
62 181731
13 181682
100 181769
1 -002
8 -016
Printed: May 29, 2018
Scale - 1:3600
1" = 300'
Information shown on this map was collected from several sources. Clark County accepts no responsibility for any inaccuracies that may be present.
Clark County
Geographic Information System
NE Qtr of Sec

TL 112 - SEGREGATION

Parcel 3

The West 660 feet of the South half of the Southeast quarter of Section 12, Township 3 North, Range 1 East of the Willamette Meridian in Clark County, Washinton.
EXCEPT that portion thereof, lying South of the following described line:
BEGINNING at the Northwest corner of the South half of the Southeast quarter of said Section 12; thence South 0°16'30" West, along the West line thereof, 701 feet, more or less, to a point that is 99 feet North 0°16'30" East from the intersection of the Westerly extension of the North line of that tract conveyed to Ervin P. Diment, by deed recorded under Auditor's File No. G 369035, records of said County with the West line of the Southeast quarter of said Section 12, said point being the true point of beginning of the following described line; thence North 89°13' East 660 feet to the terminus of said line description.
TOGETHER WITH an easement for ingress, egress and utilities over the East 30 feet of the West 660 feet of the South 619 feet of the Southwest quarter of the Southeast quarter of said Section 12;
EXCEPT that portion thereof lying within N.E. 179th Street.

Wilfred Zilke
Dec 5/83

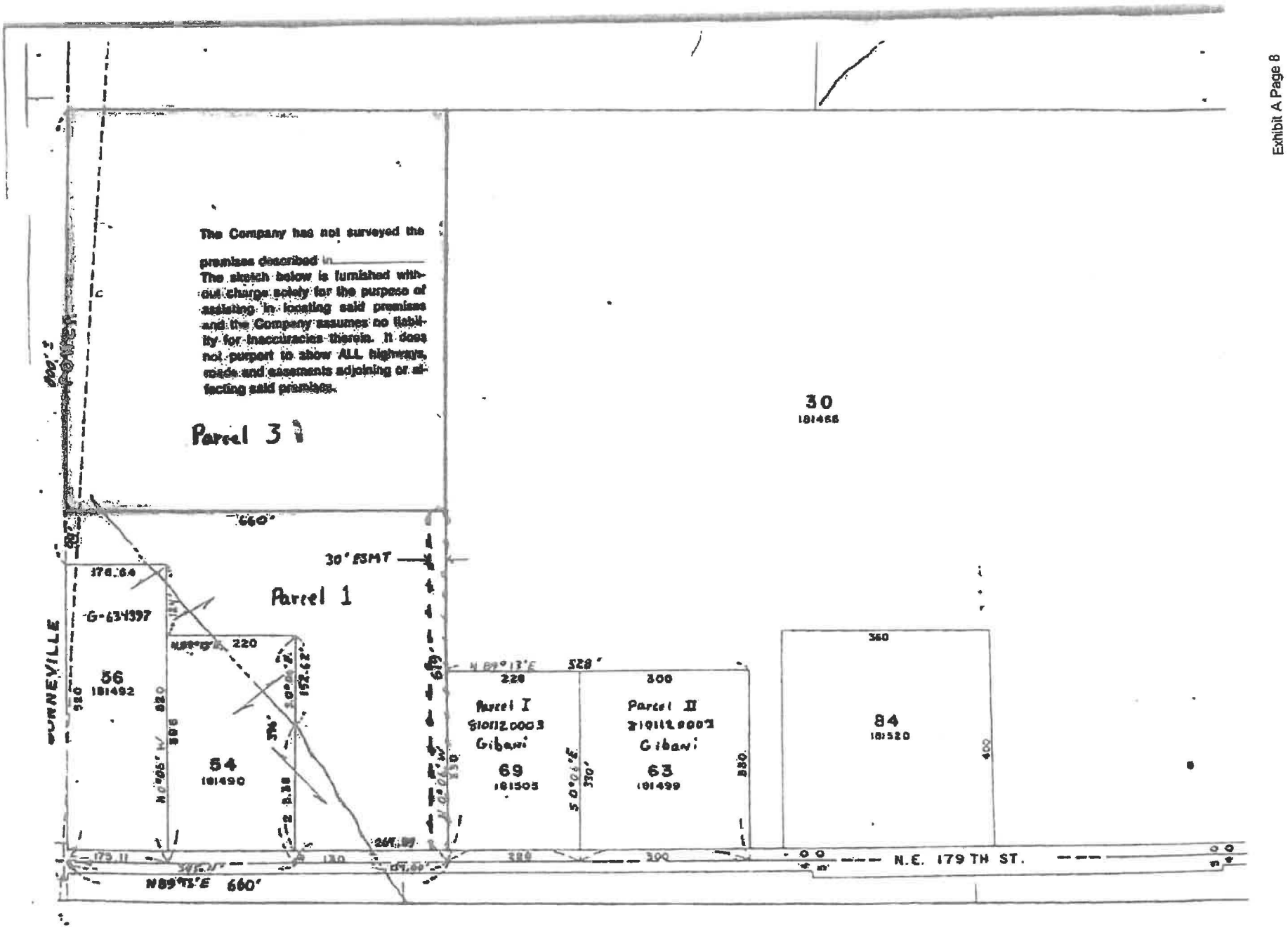
181548

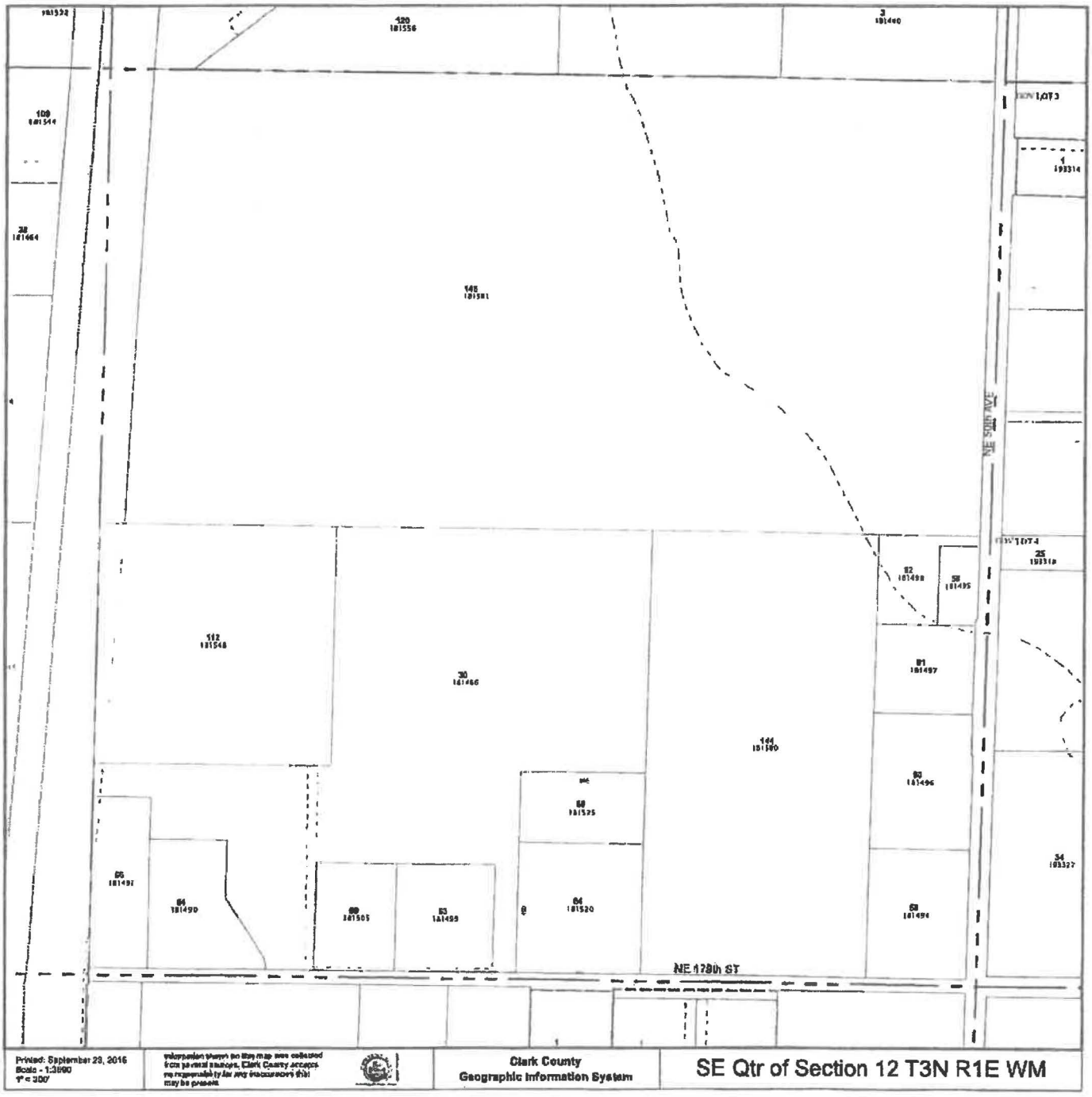
DEC 20 1983

DEC 30 1983

REQ'D SEG

1814466 seg to 181548
#112 Sec 12-3-1
10.62A m/l


The Company has not surveyed the premises described in
The sketch below is furnished without charge solely for the purpose of assisting in locating said premises and the Company assumes no liability for inaccuracies therein. It does not purport to show ALL highways, roads and easements adjoining or affecting said premises.
Parcel 3
Parcel 1
30
181466
660'
30' ESMT
G-634397
56
181492
54
181490
220
Parcel I
810112.0003
Gibani
69
181505
Parcel II
810112.0003
Gibani
63
181499
84
181520
360
N.E. 179 TH ST.
N89°13'E 660'
N89°13'E 528'
SUNNEVILLE


NE 178th ST
NE 50th AVE
Printed: September 29, 2016
Scale - 1:3600
1" = 300'
Clark County
Geographic Information System
SE Qtr of Section 12 T3N R1E WM

9801300247

10

RETURN ADDRESS:

Chris Roubicek, P.S.
P.O. Box 600
Castle Rock, WA 98611

Chris Roubicek

Real Estate Excise Tax
Ch. 11 Rev. Laws 1951
$633.00 has been paid
Rcpt.# 42330 Date 1-29-98
Sec. 61, see Afd. No.
Doug Lasher
Clark County Treasurer
By RV Deputy

Document Title(s)

WARRANTY DEED

Reference numbers of related documents:
on page n/a of document

Grantor(s):
(Last, First, Middle Initial)

1. PRENTICE, EDWARD A.
2. PRENTICE, MARJORIE M.
3.

etc. additional names on page n/a of document

Grantee(s):
(Last, First, Middle Initial)

1. PRENTICE, EDWARD, Manager Birchwood Farms, L.L.C.
2. PRENTICE, MARJORIE, Manager Birchwood Farms, L.L.C.
3.

etc. additional names on page n/a of document

Legal Description:

1. The East 1/2 of the NE quarter of the SE quarter of Section 12, Township 3 North, Range 1 East, W.M.

(lot, block, plat name, section-township-range)

Additional legal description is on page one of document

Assessor's Property Tax Parcel Account Number(s):

a portion of 181465 000

Reference Number(s) of Documents assigned or released:

none

1579

WARRANTY DEED

THE GRANTORS, EDWARD A. PRENTICE and MARJORIE M. PRENTICE, husband and wife, 18600 NE 50th Avenue, Vancouver, Washington 98686, for TEN DOLLARS and other valuable consideration in hand paid, receipt whereof is hereby acknowledged, GRANT, CONVEY, and WARRANT to BIRCHWOOD FARMS, L.L.C., c/o EDWARD A. PRENTICE and MARJORIE M. PRENTICE, Managers, 18600 NE 50th Avenue, Vancouver, Washington 98686, Grantee, the following described property situate in Clark County, Washington, to wit:

The East half of the Northeast quarter of the Southeast quarter of Section 12, Township 3 North, Range 1 East, W.M., Clark County, Washington.

SUBJECT TO AND TOGETHER WITH easements, restrictions and reservations of record.

Dated this 31st day of December, 1997.

Edward A. Prentice
EDWARD A. PRENTICE

Marjorie M. Prentice
MARJORIE M. PRENTICE

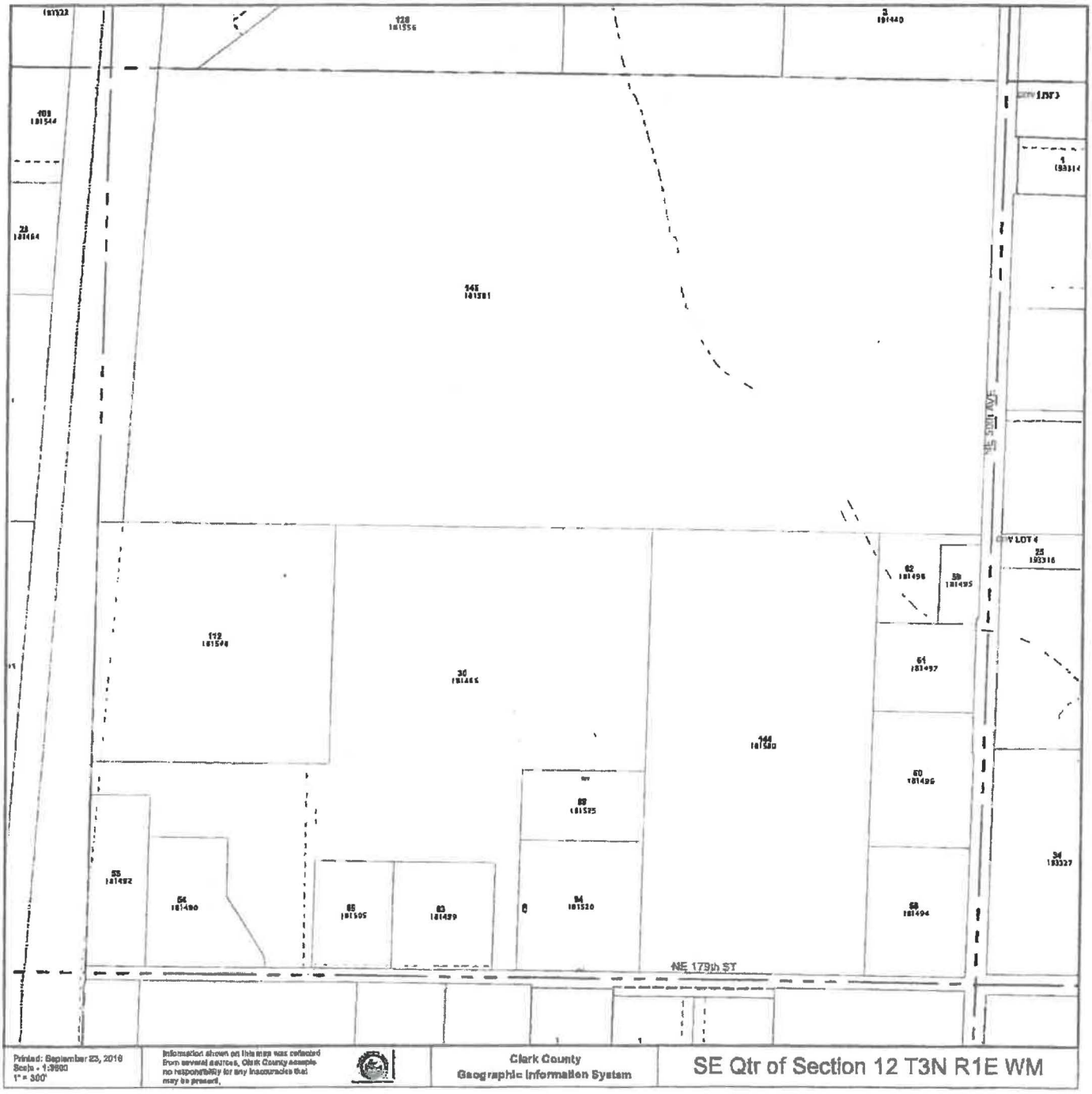
STATE OF WASHINGTON)
)ss
COUNTY OF COWLITZ)

On this day personally appeared before me, EDWARD A. PRENTICE and MARJORIE M. PRENTICE, husband & wife, to me known to be the individuals named in and who executed the foregoing instrument, and who acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 31st day of December, 1997.

Christopher J. Roubicek
Notary public in and for the
State of Washington,
residing at: Castle Rock
My commission expires: 3-15-2001

1581


NE 179th ST
Printed: September 23, 2016
Scale - 1:3600
1" = 300'
Information shown on this map was collected from several sources, Clark County accepts no responsibility for any inaccuracies that may be present.
Clark County
Geographic Information System
SE Qtr of Section 12 T3N R1E WM

9611150044

Recorded at the request of Hall, Holland & Dimitrov
When recorded, return to:
Hall, Holland & Dimitrov
Attorneys at Law
1109 Broadway
Vancouver, WA 98660

Real Estate Excise Tax
Ch. 11 Rev. Laws 1951
EXEMPT
No. 40526 Date 11-15-96
For details of tax paid see
No.
Doug Lasher
Clark County Treasurer
By
Deputy

PERSONAL REPRESENTATIVE'S DEED

1. **GRANTOR.** The undersigned, WILFRED N. ZILKE, is the duly appointed, qualified and acting personal representative of the Estate of H. MARJORIE ZILKE, Deceased.

2. **ESTATE.** H. MAJORIE ZILKE died on the 5th day of April, 1995. The Last Will and Testament of H. MARJORIE ZILKE dated September 4, 1990, was admitted to probate on May 5, 1995 and Grantor was appointed personal representative in the State of Washington, Superior Court of Clark County in Cause No. 95-4-00389-4.

3. **NONINTERVENTION POWERS.** By Order of Solvency entered in said probate proceedings on June 23, 1995, Grantor was authorized to settle the estate without further court intervention or supervision.

4. **DESCRIBED REAL PROPERTY.** Included among the property of the Estate of H. MARJORIE ZILKE, was the decedent's interest in real property located in Clark County, Washington and legally described as the easterly 20.35 acres being situate in Clark County, Washington, more particularly described as follows:

See Exhibit "A" annexed hereto and hereby incorporated herein.

5. **CONVEYANCE.** Grantor, Estate of H. MARJORIE ZILKE, hereby conveys and quitclaims to the WILFRED N. ZILKE FAMILY TRUST, the real property herein described representing the estate's interest in the described real property together with all after-acquired title of the Grantor therein.

DATED this 21st day of October, 1996.

WILFRED N. ZILKE, Personal Representative
of the Estate of H. Marjorie Zilke, Deceased,
and not in his individual capacity.

141

STATE OF WASHINGTON)
: ss.
County of Clark

On this 29th day of October, 1996, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared WILFRED N. ZILKE, to me known to be the person who signed as Personal Representative of the Estate of H. MARJORIE ZILKE, Deceased, and who executed the within and foregoing instrument and acknowledged said instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument as Personal Representative of said Estate.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

DEBRA LEA MARTIAN
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
SEPTEMBER 21, 2000

NOTARY PUBLIC for Washington,
residing at Vancouver therein
My Commission Expires: 9/21/2000

142

EXHIBIT "A"

The East 20.35 acres of the following described Tract:

Tract Description

The Southeast Quarter of the Southeast Quarter of Section 12, Township 3 North, Range 1 East of the Willamette Meridian, Clark County Washington.
Excepting therefrom the East 330 Feet of said Tract;
Excepting therefrom that portion of said Tract lying within N.E. 179th Street;
Excepting therefrom that portion of said Tract conveyed to Donald J. Orange et ux, by deed recorded under Auditor's File No. 8405220011 records of Clark County Washington.

(end Tract Description)

Said 20.35 acres being the East 20.35 acres of that certain parcel conveyed to Wilfred N. Zilke and H. Marjorie Zilke by deed recorded under Auditor's file No. 8306140153 records of Clark County Washington.

143

STATE OF WASHINGTON
DEPARTMENT OF HEALTH

CERTIFICATE OF DEATH

LOCAL FILE NUMBER 96 — STATE FILE NUMBER 146

DISTRICT

COPIES 6

HOSPITAL

OCCURRENCE

SPACE

CONTINUATION

1. NAME — First: Helen; Middle: Marjorie; Last: Zilke
2. SEX (M or F): Female
3. DEATH DATE (Mo. Day, Yr.): April 5, 1995
4. AGE LAST BIRTHDAY (Yrs): 65
5. UNDER 1 YEAR — Ages: —
6. UNDER 1 DAY — Hours: — Mins: —
7. BIRTHDATE (Mo. Day, Yr.): Feb 13, 1930
8. BIRTHPLACE (City, State or Foreign Country): Alberta, Canada
9. WAS DECEDENT EVER IN U.S. ARMED FORCES? (Yes / No): No
10. COUNTY OF DEATH: Clark
11. CITY, TOWN OR LOCATION OF DEATH: Vancouver
12. PLACE OF DEATH — BOX FOR PLACE THEN GIVE ADDRESS OR INSTITUTION NAME: 1 ☐ HOME 2 ☐ IN TRANSPORT 3 ☐ EMER. ROOM/ER 4 ☒ HOSP. 5 ☐ NURSING HOME 6 ☐ OTHER PLACE — Southwest Washington Medical Center
13. SMOKING W/LAST 15 YEARS? (Yes / No): No
14. MARITAL STATUS—Married, Never Married, Widowed, Divorced (Specify): Married
15. SURVIVING SPOUSE (If wife, give maiden name): Wilfred Norman Zilke
16. SOCIAL SECURITY NO.: 537-50-4243
17. DECEDENT'S EDUCATION (Specify only highest grade completed) — Elementary/Secondary (0-12): 12 — College (1-4 or 5+):
18. USUAL OCCUPATION (Give kind of work done during most of working life. DO NOT USE RETIRED): Homemaker
19. KIND OF BUSINESS/INDUSTRY: Home
20. Was Decedent of Hispanic origin or descent? (Ancestry) (Specify Yes or No. If Yes, specify Cuban, Mexican, Puerto Rican, etc.) (Yes / No) Specify: No
21. RACE (Specify): White
22. RESIDENCE—NUMBER AND STREET: 4206 N.E. 179th Street
23. CITY/TOWN, OR LOCATION: Vancouver
24. INSIDE CITY LIMITS? (Yes / No): No
25A. COUNTY: Clark
25B. LENGTH OF RES IN CO: 31 Yrs
26. STATE: WA
27. ZIP CODE: 98686
28. FATHER'S NAME—FIRST, MIDDLE, LAST: John McNeill Carswell
29. MOTHER'S NAME—FIRST, MIDDLE, MAIDEN SURNAME: Helen Winnifred Fisher
30. INFORMANT—NAME: Wilfred Zilke
31. MAILING ADDRESS—STREET OR RFD NO., CITY OR TOWN, STATE, ZIP: 4206 N.E. 179th Street Vancouver, WA 98686
32. BURIAL/CREMATION/REMOVAL/OTHER (Specify): Cremation
33. DATE (Mo. Day Yr.): 4/7/1995
34. CEMETERY/CREMATORY—NAME: Park Hill Crematorium
35. LOCATION—CITY/TOWN, STATE: Vancouver, Washington
36. FUNERAL DIRECTOR SIGNATURE: X
37. NAME OF FACILITY: Evergreen Staples Funeral Chapel
38. ADDRESS: 4700 St. Johns Road Vancouver, Washington 98661

TO BE COMPLETED ONLY BY [illegible] PHYSICIAN

39. TO THE BEST OF MY KNOWLEDGE, DEATH OCCURRED AT THE TIME, DATE AND PLACE AND WAS DUE TO THE CAUSE(S) STATED
SIGNATURE AND TITLE: X
40. DATE SIGNED (Mo., Day, Yr.): April 6, 1995
41. HOUR OF DEATH (24 Hrs.): 0820
42. NAME AND TITLE OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print):

TO BE COMPLETED ONLY BY MEDICAL EXAMINER OR CORONER

43. ON THE BASIS OF EXAMINATION AND/OR INVESTIGATION, IN MY OPINION DEATH OCCURRED AT THE TIME, DATE AND PLACE AND WAS DUE TO THE CAUSE(S) STATED
SIGNATURE AND TITLE: X
44. DATE SIGNED (Mo., Day, Yr.):
45. HOUR OF DEATH (24 Hrs.):
46. PRONOUNCED DEAD (Mo., Day, Yr.):
47. HOUR PRONOUNCED DEAD (24 Hrs.):
48. NAME AND ADDRESS OF CERTIFIER—PHYSICIAN, MEDICAL EXAMINER OR CORONER (Type or Print): Michael J. Markham, M.D. 505 N.E. 87th Avenue #310, Vancouver, WA 98664
49. MEDICAL/ME FILE NUMBER:

50. ENTER THE DISEASES, INJURIES, OR COMPLICATIONS WHICH CAUSED THE DEATH.

IMMEDIATE CAUSE (Final disease or condition resulting in death):
a. Respiratory Arrest — INTERVAL BETWEEN ONSET AND DEATH:
DUE TO, OR AS A CONSEQUENCE OF:
b. Subarachnoid Hemorrhage — INTERVAL BETWEEN ONSET AND DEATH: 5 days
DUE TO, OR AS A CONSEQUENCE OF:
c. Aneurysm — Cerebral — INTERVAL BETWEEN ONSET AND DEATH:
DUE TO, OR AS A CONSEQUENCE OF:
d. — INTERVAL BETWEEN ONSET AND DEATH:

DO NOT ENTER THE MODE OF DYING, SUCH AS CARDIAC OR RESPIRATORY ARREST, SHOCK, OR HEART FAILURE. LIST ONLY ONE CAUSE ON EACH LINE. Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (Disease or injury which initiated events resulting in death) LAST.

51. OTHER SIGNIFICANT CONDITIONS – CONDITIONS CONTRIBUTING TO DEATH BUT NOT RELATING ON THE UNDERLYING CAUSE GIVEN ABOVE:
52. AUTOPSY? (Yes / No): Yes
53. WAS CASE REFERRED TO MEDICAL EXAMINER OR CORONER? (Yes / No): No
54. ACC. SUICIDE, HOM., UNDET., OR PENDING INVEST. (Specify):
55. INJURY DATE (Mo. Day, Yr.):
56. HOUR OF INJURY (24 Hrs.):
57. DESCRIBE HOW INJURY OCCURRED:
58. INJURY AT WORK? (Yes / No):
59. PLACE OF INJURY—AT HOME, FARM, STREET, FACTORY, OFFICE BLDG, ETC. (Specify):
60. LOCATION—STREET OR RFD NO., CITY/TOWN, STATE:
61. RECORD AMENDMENT (Registrar use only) ITEM: — CORRECTION OR CHANGE: — REVIEWED BY: — DATE:
62. DATE RECEIVED: APR 7 1995

FOR INSTRUCTIONS SEE BACK AND HANDBOOK

DOH 110-008 (Rev. 7/91) (formerly DSHS 9-150)

A

DOH 01-003 (7/94)

Exhibit A Page 17

USE BELOW FOR REQUESTING OFFICIAL CHANGES ONLY

ANY CHANGES MADE BELOW VOID THIS CERTIFICATE, A NEW CERTIFICATE MUST BE ISSUED TO VALIDATE CHANGES.

THE RECORD IS INCORRECT OR INCOMPLETE AS FOLLOWS:

THE RECORD NOW SHOWS:	THE TRUE FACT IS:

I REPRESENT THE PERSON AS (E.G. SELF, PARENT, GUARDIAN, ETC.) SPECIFY

PHONE NUMBER _____

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THE FOREGOING IS TRUE AND CORRECT

SIGNATURE	DATE	ADDRESS

All vital records are registered as received. Changes must be made by affidavit. An item may be changed by affidavit only once. Subsequent changes must be made by court order.

Birth Certificates

1. Only a parent, legal guardian or the adult (18 or older) may change the birth certificate.
2. All changes must be established by documentary proof submitted with the affidavit.
3. The proof(s) must match exactly the asserted true fact(s). For example, if the affidavit says the name is Mary Ann Doe, then the proof must show the name to be Mary Ann Doe. Mary A. Doe or M.A. Doe does not prove the name is Mary Ann Doe.
4. The proof(s) for names must be fifteen (more) years old, while proof(s) for dates, places, or ages must have been established within five years of birth.
5. Examples of acceptable documents of proof:

Baptismal Certificate	Marriage Record	School Record
U.S. Census Record	Medical Record	Voter's Registration Card
Hospital Records	Military Record	(if it bears an effective date)
Insurance Records	Your Child's Birth Record	

6. Surname changes require a certified copy of a court ordered name change, except that minor spelling changes may be made with an affidavit and documentary proof.
7. Parent(s) may change their child's given name with only their signature until the child's 18th birthday.

Death Certificate

1. Only the informant, the funeral director, or executors/administrators (if evidence confirming such position is presented) may change the non-medical information.
2. The medical information (cause of death) may be changed only by the attending physician or the coroner/medical examiner.
3. Routine changes will normally be made only during the first year after death. Other changes will be made only for legally important reasons (property, inheritance, etc.) and must be approved by the State Registrar.

Marriage/Dissolution (Divorce) Certificates

1. Personal fact (minor spelling changes in name, date or place of birth or residence) may be changed by affidavit plus proof by the person. See description of proofs in births above.
2. To change the date or place of marriage or dissolution, the officiant (marriage) or clerk of court (dissolution) must sign the affidavit.

CERTIFIED

APR 7 1995

FILED FOR RECORD

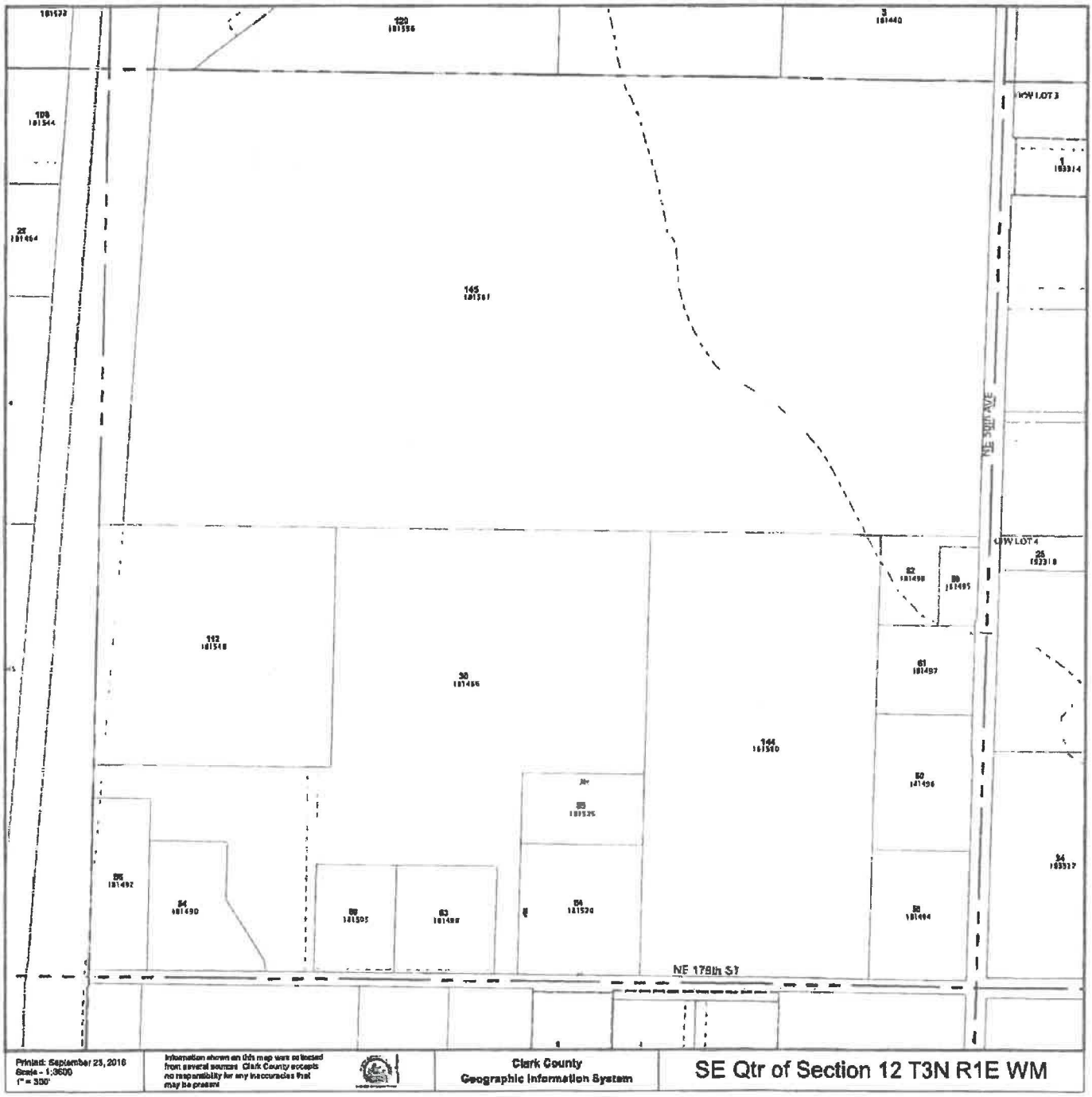
Tamia Holland

LUCE

Dr. Karen Steingart
Health District Officer
S.W. Wash Health Dist

144A

CC135537


NE 179th ST
NE 99th AVE
OW LOT 3
OW LOT 4
Printed: September 23, 2016
Scale - 1:3600
(1" = 300')
Information shown on this map was collected from several sources. Clark County accepts no responsibility for any inaccuracies that may be present
Clark County
Geographic Information System
SE Qtr of Section 12 T3N R1E WM

9801300249

1P

RETURN ADDRESS:

Chris Roubicek, P.S.
P.O. Box 600
Castle Rock, WA 98611

Real Estate Excise Tax
Ch. 11 Rev. Laws 1951
EXEMPT
Affd.# 4 24331 Date 1-29-98
For details of tax paid see

Affd.#
Doug Lasher
Clerk County Treasurer
By R2
Deputy

Chris Roubicek

Document Title(s)

QUITCLAIM DEED

Reference numbers of related documents:
on page n/a of document

Grantor(s):
(Last, First, Middle Initial)

1. PRENTICE, EDWARD A.
2. PRENTICE, MARJORIE M.
3.

etc. additional names on page n/a of document

Grantee(s):
(Last, First, Middle Initial)

1. PRENTICE, EDWARD, Manager Birchwood Farms, L.L.C.
2. PRENTICE, MARJORIE, Manager Birchwood Farms, L.L.C.
3.

etc. additional names on page n/a of document

Legal Description:

1. The NW quarter of the SE quarter of Section 12, Township 3 North, Range 1 East, W.M.

(lot, block, plat name, section-township-range)

Additional legal description is on page one of document

Assessor's Property Tax Parcel Account Number(s):

181465-000 and 181469-000

Reference Number(s) of Documents assigned or released:

none

1586

QUITCLAIM DEED

THE GRANTORS, EDWARD A. PRENTICE and MARJORIE M. PRENTICE, husband and wife, 18600 NE 50th Avenue, Vancouver, Washington 98686, FOR AND IN CONSIDERATION OF TRANSFER to a limited liability company which is wholly owned by Grantors' children, hereby GRANT, CONVEY, and QUITCLAIM to BIRCHWOOD FARMS, L.L.C., c/o EDWARD A. PRENTICE, Manager,. 18600 NE 50th Avenue, Vancouver, Washington 98686, Grantee, the following described property situate in Clark County, Washington, to wit:

The Northwest Quarter of the Southeast Quarter of Section 12, Township 3 North, Range 1 East of the W.M., except that portion taken by the United States of America for Power line right-of-way, as shown in the judgment filed as Auditor's file No. E 4196 in the office of the Auditor of said Clark County.

The West half of the Northeast Quarter of the Southeast Quarter of Section 12, Township 3 North, Range 1 East of the Willamette Meridian, Clark County, Washington.

SUBJECT TO AND TOGETHER WITH easements, restrictions and reservations of record.

Dated this 31st day of December, 1997.

Edward A. Prentice
EDWARD A. PRENTICE

Marjorie M. Prentice
MARJORIE M. PRENTICE

1587

STATE OF WASHINGTON)
)ss
COUNTY OF COWLITZ)

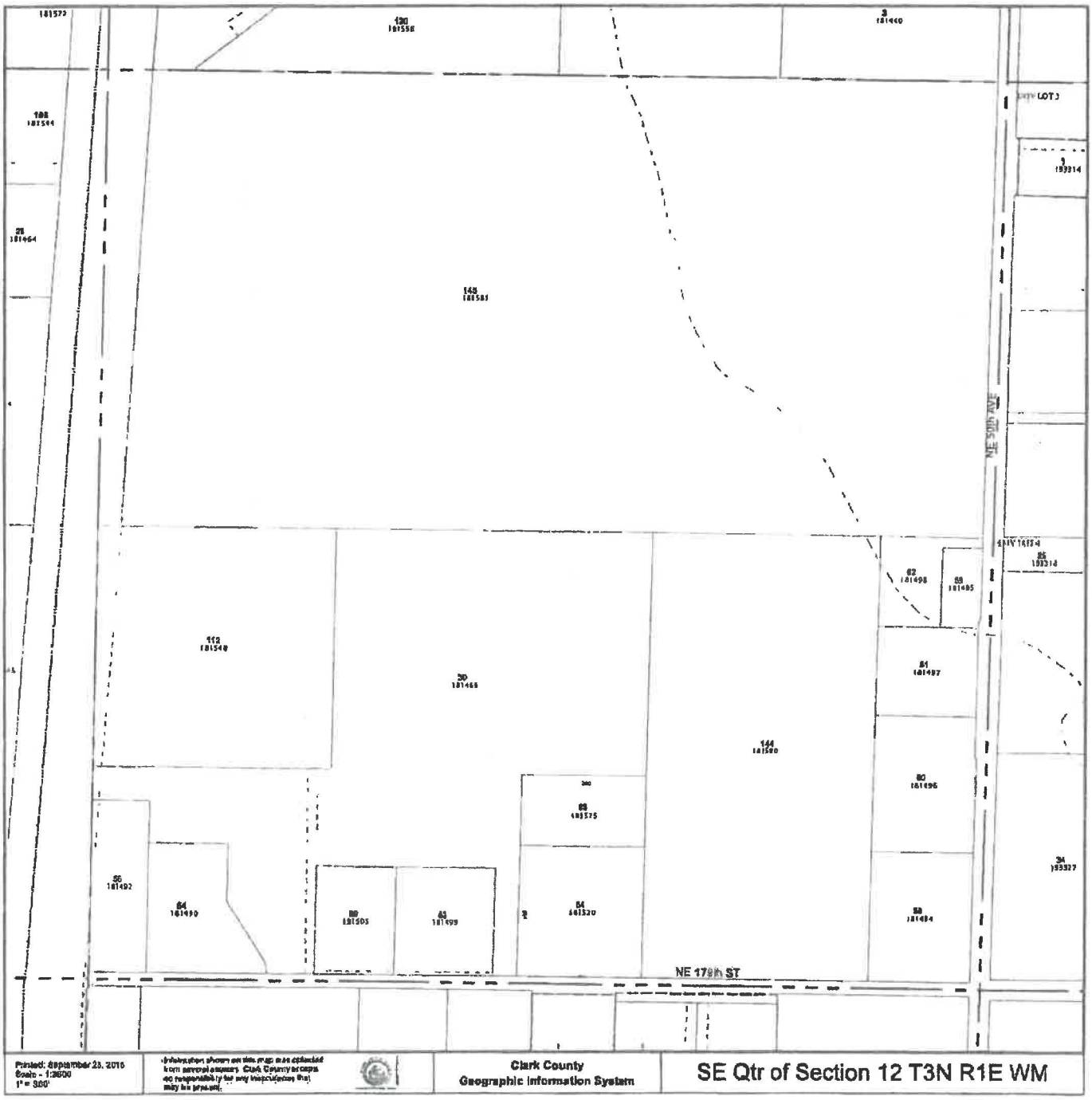
On this day personally appeared before me, EDWARD A. PRENTICE and MARJORIE M. PRENTICE, husband & wife, to me known to be the individuals named in and who executed the foregoing instrument, and who acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 31st day of December, 1997.

CHRISTOPHER J. ROUBICEK NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES MARCH 15, 2001

Christopher J. Roubicek
Notary public in and for the
State of Washington,
residing at: Castle Rock
My commission expires: 3-15-2001

1588


NE 179th ST
NE 50th AVE
Printed: September 23, 2016
Scale - 1:2600
1" = 300'
Clark County
Geographic Information System
SE Qtr of Section 12 T3N R1E WM

12-3-1 SE

30,144

30, ~~EE~~

WARRANTY DEED. 83 06140153 500

THE GRANTORS, De Wayne T. Ernesti and Adella M. Ernesti, husband and wife, in consideration of the sum of Ten Dollars and other valuable consideration in hand paid, receipt whereof is hereby acknowledged, do hereby convey and warrant unto Wilfred N. Zilke and H. Marjorie Zilke, husband and wife, Grantees, an undivided one half interest in the following described real property situate in Clark County, Washington, to-wit:

X. That portion of the South half of the Southeast quarter of Section 12, Township 3 North, Range 1 East of the Willamette Meridian, described as follows:

Beginning at the Northwest corner of said South half of the Southeast quarter; thence South 0°16'30" West, along the West line thereof, 800 feet, more or less, to the intersection with the Westerly extension of the North line of the tract conveyed to Ervin P. Diment, by deed recorded under Auditor's File No. G 369035, Deed Records; thence North 89°13'00" East, along said North line and its extension, 176.69 feet to the Northeast corner thereof; thence South 0°06'00" East, along the East line of said Diment Tract, 124.00 feet to the Northwest corner of the tract conveyed to Peter J. Stone, by deed recorded under Auditor's File No. G 357721, Deed Records; thence North 89°13'00" East, along the North line of said Stone Tract, 220.00 feet to the Northeast corner thereof; thence South 0°06'00" East, along the East line of said Stone Tract 152.62 feet to the North corner of the tract conveyed to Peter J. Stone, by deed recorded under Auditor's File No. G 402589, Deed Records; thence Southeasterly along the Easterly line of said last mentioned Stone Tract, to the North line of N.E. 179th Street; thence South 0°06'00" East, 20 feet to the South line of said South half of the Southeast quarter; thence North 89°13'00" East, along said South line, 134.89 feet to the Southwest corner of the tract conveyed to Charles E. Officer by deed recorded under Auditor's File No. G 395410, Deed Records; thence North 0°06'00" West, along the West line of said Officer Tract, 330 feet to the Northwest corner thereof; thence North 89°13'00" East, along the North line of said Officer Tract, 520 feet to the Northeast corner thereof; thence South 0°06'00" East, along the East line of said Officer Tract, 330 feet to the South line of said South half of the Southeast quarter; thence North 89°13'00" East, along said South line, 1122 feet, more or less, to the Southwest corner of the tract conveyed to Douglas N. Woods, by deed recorded under Auditor's File No. G 375636; thence North, along the West line of said Woods Tract and along the West line of the tract conveyed to Charles P. Ratermann, by deed recorded under Auditor's File No. G 385613 and the

169260
236623
6-14-83
By [signature]

255

- 1 -

N.H. 6-14-83

(7)

West line of the tract conveyed to Leonard Burda, et al, by deed recorded under Auditor's File No. G 275639, a distance of 1320 feet, more or less, to the North line of said South half of the Southeast quarter; thence West, along said North line, 2310 feet, more or less, to the point of beginning.

EXCEPT that portion taken by the United States of America, under Declaration of Taking, recorded April 8, 1939, under Auditor's File No. E 4186.

ALSO EXCEPT that portion conveyed to John W. Kohler and D. Elizabeth Kohler, husband and wife, by Deeds dated April 7, 1977, and recorded under Auditor's File No. G-758557, index 1067379 and under Auditor's File No. G-758558, index 1067381, records of Clark County, Washington.

SUBJECT TO Mortgage to Vancouver Federal Savings and Loan Association with an approximate balance owing of $30,000.00 which mortgage the Grantees hereby assume and agree to pay according to its terms and conditions.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands this 7th day of June, 1983

DeWayne T. Ernesti

Adella M. Ernesti

Grantors

STATE OF WASHINGTON)
) ss
County of Clark)

On this day before me personally appeared DeWayne T. Ernesti and Adella M. Ernesti, husband and wife, to me known to be the same persons named in and who executed the foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed, for theuses and purposes therein mentioned.

WITNESS my hand and notarial seal this 7th day of June, 1983.

NOTARY PUBLIC STATE OF WASHINGTON

Notary Public for Washington
Residing at Vancouver, therein.

256

Ned Hall

HALL & HOLLAND
Attorneys at Law
1109 Broadway
Vancouver, WA 98660

- 2 -

(b)

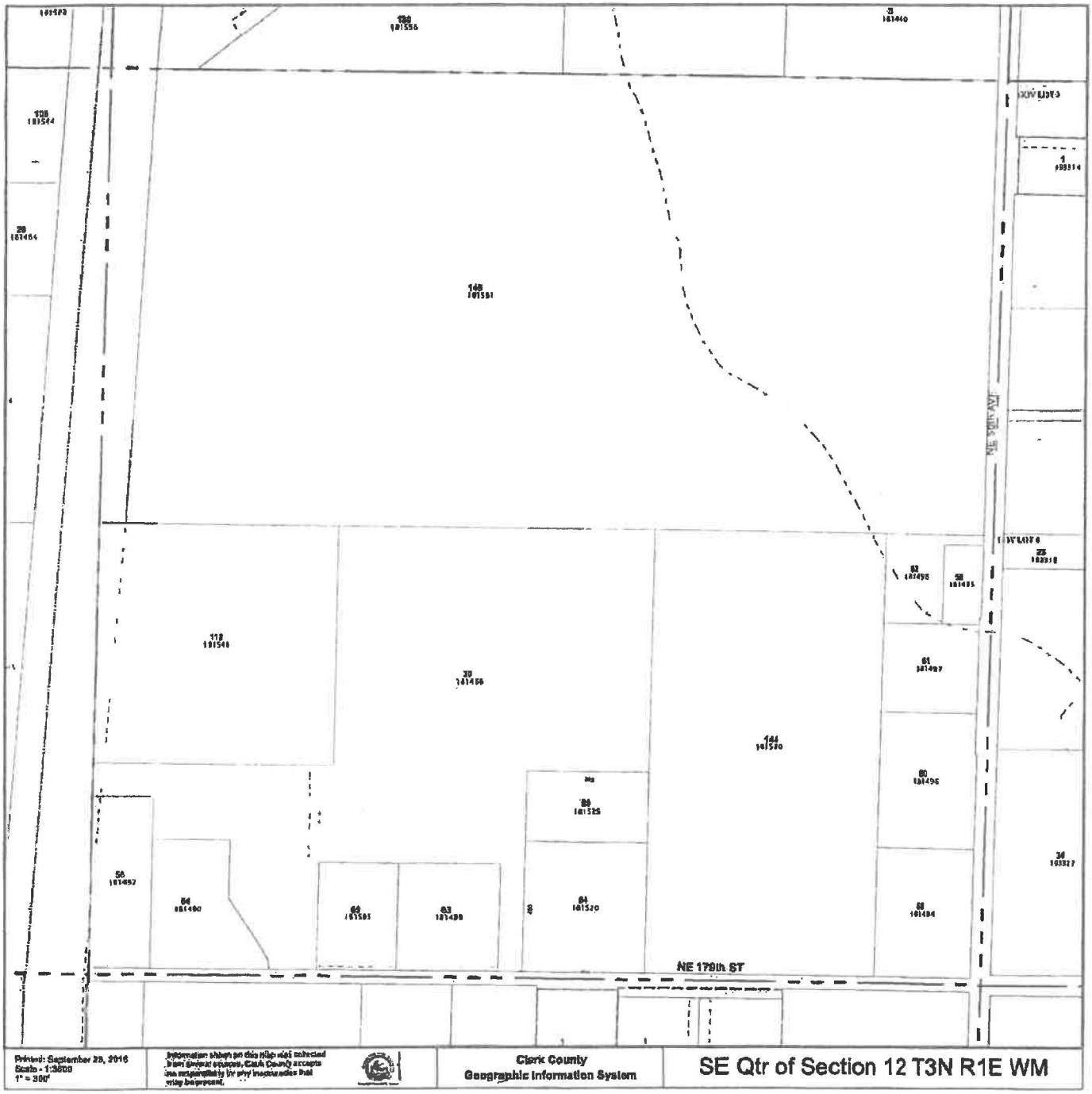
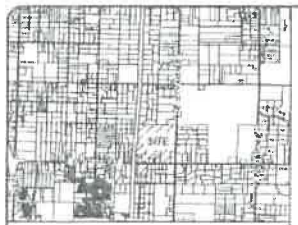

NE 179th ST
Printed: September 25, 2016
Scale - 1:3600
1" = 300'
Clark County
Geographic Information System
SE Qtr of Section 12 T3N R1E WM

Exhibit B - Mill Creek Master Plan



VICINITY MAP SEC. 12 T3N R1E W.M.

NTS

[illegible]

LOCATION OF ROADWAY IN THE ADJOINING EAST EASEMENT IS DEPENDANT ON INFRASTRUCTURE AGREEMENT

SETBACKS
FRONT 10-FEET (GARAGE 18 FEET)
SIDE 5 FEET 0 FEET
STREET SIDE 20 FEET
REAR 20 FEET

POD								
A			PRODUCT TYPE	APPROX. LOT SIZE	MIN. WIDTH	MIN. DEPTH	UNITS/ACRE	DENSITY RANGE
	A-1	[illegible]		8,000-9,000 SF	80'	90'	1.5/ACRE	60-66 DU
	A-2	[illegible]	4.67 ACRES		80'	90'	10.3/ACRE	56-66 DU
	A-3	[illegible]	[illegible]		70'	90'	9.1/ACRE	65-78 DU
	A-4	[illegible]	[illegible]		60'	90'	8.5/ACRE	110-114 DU
	A-5	[illegible]	[illegible]		70'	90'	8.6/ACRE	86-86 DU
B								
	B-1	[illegible]	[illegible]	6,000-8,000 SF	60'	90'	6.5/ACRE	110-110 DU
	B-2	[illegible]	[illegible]		60'	90'	6/ACRE	100-144 DU
C								
	C-1	[illegible]	DETACHED	6,000-10,000 SF	70'	90'	4.1/ACRE	74-74 DU
TOTAL		[illegible]						705-791 DU

OPEN SPACE/CRITICAL AREAS		
OS-1	[illegible]	17.24 ACRES (751,094 SF)
OS-2	[illegible]	1.44 ACRES (62,726 SF)
OS-3	[illegible]	2.52 ACRES (109,847 SF)
PARK AREA		
(PARK DOES NOT INCLUDE STORMWATER POND OPEN AREA)		5.39 ACRES (234,908 SF)

OPEN SPACE REQUIRED (TYP.) BASED UPON THE NET SITE AREA & THE USE FOCUS (TYP.)
NET SITE AREA (-ROW) = 142 ACRES - 9.12 = 133 ACRES
OPEN SPACE REQUIRED = APPROX. 25 ACRES

LEGEND

A-3 4.67 AC. 14 = HOUSING POD DESIGNATION / HOUSING POD ACREAGE / EST. HOUSING UNIT AMOUNT

= PEDESTRIAN TRAIL

= MAIN ROADWAY

RM-1 = ZONING DESIGNATION

APPLICANT/OWNER
THE HOLT GROUP
PO BOX 81486
VANCOUVER, WA 98665
(360) 993-0814
FAX UNAVAILABLE
[illegible]

CONTACT:
OLSON ENGINEERING, INC.
ATTN: REBECCA VAN LEUVEN
222 E. EVERGREEN BLVD.
VANCOUVER, WA 98660
(360) 695-1385
FAX (360) 695-1317
[illegible]

N

GRAPHIC SCALE
0 100 200 400
(IN FEET)
1 inch = 100 ft

PLOT: [illegible]
FILE: [illegible]

PRELIMINARY MASTER PLAN FOR:
MILL CREEK PUD

OLSON ENGINEERING, INC.
LAND SURVEYORS
ENGINEERS
222 E. EVERGREEN BLVD., VANCOUVER, WA 98660

PRELIMINARY

CHANGES / REVISIONS

DESCRIPTION	DATE

DESIGNED: SAH/VVH
DRAWN: SAH/VVH
CHECKED: KTB
DATE: MAY 2018
SCALE: 1" = 100'

COPYRIGHT 2018, OLSON ENGINEERING, INC.

MILL CREEK PUD
JOB NO. 7232.01.01

SHEET
P1

Exhibit C

MILL CREEK MASTER PLAN NARRATIVE

Background

The Master Plan for the Mill Creek Planned Unit Development consists of Parcels #181466-000, 181581-000, 181548-000, 181701-000, 181702-000 and 181580-000 and is located in the general vicinity of NE 179th Street and NE 50th Avenue. All of the master Plan's parcels are zoned R1-7.5. The total area of the Master Plan is approximately 144 acres. A mix of home types and lot sizes are proposed. The proposed residences include attached and detached homes with lot sizes primarily in three categories: 2,000 to 5,000 square feet; 6000 – 8,000 square feet; and 8,001 to 12,000 square feet.

The proposed Master Plan contains approximately 28 acres of active and passive recreational areas, which comprise approximately 23% of the net site area. The open space areas will be owned and maintained by a Home Owner's Association. Street trees, street lighting, trails and parks will be present throughout the project. The above project design elements were incorporated into the project by the Applicant to further the goals of the County's PUD ordinance and to demonstrate compliance with it.

The Master Plan property is well over six acres in size and zoned R1-7.5; thus eligible to utilize the County's PUD provisions. The proposed residential uses for the Master Plan are uses permitted in the R1-7.5 zone. No structures in the Master Plan will exceed the building heights allowed in the R1-7.5 zone and the Master Plan proposes approximately twenty-eight acres of open space. This exceeds the minimum open space requirement of twelve percent by several percent.

The open spaces is comprised of both active and passive recreational areas. While storm water facilities will be generally located along the wetland areas, they will not be used to count toward the open space requirements of the PUD, unless they are incorporated into the overall PUD design and not fenced. The active park areas will include many of the features identified in the PUD code. All open spaces will be conveyed to a home owners association that will be created prior to the recording of the first final plat approval. All streets within the Master Plan will provide street trees and street lighting as required by the PUD code.

The following demonstrates in more detail how the proposed Master Plan attendant to the Development Agreement satisfies the PUD approval criteria. Reference to the Master Plan and its tables and pod locations in conjunction with this narrative is essential to understanding how the proposed project complies with the applicable PUD criteria. The Master Plan does not seek a density bonus even though allowed under the County's PUD code.

Analysis

Prior to preliminary approval of the proposed PUD, the Hearing Examiner or the responsible official must find that the following three (3) conditions exist:

1. *Alternate designs proposed will provide a plan equal or superior to the standard being varied.*

Exhibit C

All of the parcels in the master Plan are zoned R1-7.5. If the property is developed under its current zoning, without the use of a PUD, the project would consist of several hundred units with a fairly uniform lot size of approximately 7500 square feet. The proposed Master Plan, utilizing the PUD standards, allows for a variety of housing types; including attached and detached homes. If the project utilizes the County's PUD standards as depicted in the Master Plan, the project will include a broad range of densities, home styles, home sizes and lot sizes. Development of the project as a PUD, consistent with the Master Plan, will provide homes to a larger demographic and create a more socially and architecturally diverse neighborhood. The critical areas will be preserved in open space tracts which will contain trails, viewing, and seating areas.

The parks and opens spaces will be combination of active and passive recreation opportunities that will be constructed concurrently within phases of the PUD as it is developed. The PUD's total open space and park area will exceed twenty (20) acres in size. This minimum amount of open space far exceeds the County's PUD requirement of twelve percent (12%) open space.

The active park areas will include a broad range of elements designed to support use and enjoyment by people all ages. These elements will include nature play, picnic areas and other elements that provides multiple active recreational opportunities. Features such as Botchy Ball, active soft and hard scape play areas and other recreational amenities will be included in the PUD. Passive recreation areas will include trails and pathways that connect the residents with the natural resources, way points, interpretative features, benches and viewing locations throughout the PUD. Parks and open spaces will be connected by trails, paths and multi modal routes and will strive to achieve connectivity to future routes outside of the community. Holt will engage and seek input to its final parks and open space plan with the Clark County Parks department as part of the PUD approval process. The timing of parks and open space development and dedication shall be determined at the time of PUD approval.

Park areas with typical improvements are proposed in the interior of the project. Sidewalks and trails will link the open space and park areas to the various neighborhoods within the community.

2. *Through lot size, setbacks, building orientation, and screening, the proposed PUD shall provide a gradual transition adjacent to lower density neighborhoods or nonresidential uses.*

The Master Plan was designed to preserve critical areas and be compatible with the adjacent parcels' zoning. The lower density portions of the Master Plan are located along the perimeter of the site. The Master Plan generally transitions from lower density on the perimeter to higher density in the interior and along the critical areas and arterials. In general, the density standards on the Master Plan's perimeter are consistent with the adjoining parcels' zoning or there is a major roadway (50th Avenue or 179th Street) located between the Master Plan and neighboring parcels. A more detailed description of the how the Master Plan furthers the goals and complies with the approval criteria of the PUD ordinance is contained below. A minimum ten foot (10') rear yard setback will apply to all lots on the perimeter of the PUD. Again, viewing the Master Plan concurrently with review of this narrative is essential to understanding how the Master Plan complies with the PUD criteria.

The Master Plan has frontage on both NE 179th Street and NE 50th Avenue. The parcels south of NE 179th Street are surrounded by R1-7.5 zoning which requires a minimum lot size of 7500 square feet. Under the R1-7.5 zoning standards, if critical areas exist within a proposed subdivision, the density transfer

provisions of Clark County's Code allows lot sizes in the 6000 square foot range. B pod standards are proposed for these southern parcels, which are equivalent to the surrounding parcels zoning and could be achieved without the use of a PUD.

Some of the Master Plan is located to the north of NE 179th St. and is adjacent to NE 179 Street and NE 50th Avenue. There are 10 parcels (all zoned R1-7.5) that are not part of the Master Plan and which are located between the Master Plan and the surrounding roads. B and C pods are proposed for the portions of the Master Plan that abut these parcels; thus this portion of the Master Plan will be equivalent or slightly less dense than the surrounding parcels and will serve as a transition to the higher densities in the interior of the Master Plan.

The existing zoning on the west side of the Master Plan is R1-7.5, except for the R1-10 zoned property on the northwest side of the Master Plan. B pods are proposed along the entire west side of the proposed Master Plan. As discussed earlier, the B pod densities are equivalent to R1-7.5 zoning. The nearby R1-10 zoned parcels do carry a lower density, but they are separated from the Master Plan by a 250 foot wide BPA right of way that will act as a buffer along those properties. The BPA right of way continues to the south to NE 179 St. and serves as a substantial buffer for the entire west side of the Master Plan.

The property to the east of the Master Plan, across NE 50th Avenue is outside of the Urban Growth Boundary (UGB) and zoned R-5. Densities within an urban zoned project cannot be consistent with properties outside of the UGB and comply with urban zoning standards. An A pod is proposed along the road frontage of NE 50th Ave., a designated Minor Arterial, as it's appropriate to site higher densities along higher volume roadways. Landscape buffers will be provided as well as street trees and landscape strips along the road frontage which will serve as a buffer to the roadway.

The properties on the west half of the north side of the Master Plan are zoned R-5 and not in the UGB. B pods are proposed adjacent to the parcels with R-5 zoning. As discussed above, there will be less similarity in lot size and densities in this area because of the UGB. A road is proposed along the north boundary of the property on the east and west sides of the central critical area that runs through the Master Plan. Along with the buffer of space that the street provides, landscape buffers street trees and landscape strips along the road frontage will provide additional buffering to the properties to the north.

The properties on the east half of the north side of the Master Plan are zoned R1-20. Approximately one half of the R1-20 zoning will abut the stream corridor and the associated buffer that lies within the Master Plan in this area. A street is proposed along the project boundary for the remaining area. Along with the buffer of space that the street provides, landscape buffers street trees and landscape strips along the road frontage will provide additional buffering to the properties to the north. The density of the Master Plan in this area will follow a logical transition from the R1-20 zoning lying north of the Master Plan to the street and then then to the larger C pods and finally to the higher densities in the interior of the Master Plan.

3. *The applicant proposes design features that may include, but are not limited to, designs centered on protected natural areas, front porches/recessed garages, pedestrian-friendly orientation, benches/gazebos, water features, recreational areas, stormwater systems designed as features, and affordable housing.*

Exhibit C

There are two stream corridors within the Master Plan that generally have a north to south orientation. Both areas contain critical areas and will be preserved and protected in open space tracts. Trails are proposed in the outer edges of these open space areas, as well as benches and sitting areas. All homes within the Master Plan will have direct pedestrian access to sidewalks with ultimate connections to the trail system and to transit opportunities along 179th Street. This will provide for both active and passive recreation and opportunities for educational signage relating to the natural environment. These trails will be linked to the internal network of trails and sidewalks which will also connect to the more active park areas. The design and location of the proposed trail crossing on 179th Street will be determined at the time of the development of the first phase of the PUDs development that is adjacent to 179th Street in the general location of the trail crossing as depicted on the Master Plan. The County's approval shall be required for such crossing. Three more active park areas are proposed within the Master Plan which will have either nature play elements or play structures.

Conclusion

Under the Code, the purpose of a PUD is to provide flexibility in design and creative site planning. While increased density is allowed, the Master Plan does not create more density for the proposed project than would otherwise be allowed under the R1-7.5 zoning. The Master Plan complies or has obligations to comply with all of the provisions of CCC 40.520.080(A), (B) and (C). The Master Plan as designed satisfies the approval criteria provided for in CCC 40.520.080(D)(1), because it provides a much superior design than could be achieved through a non PUD project utilizing the property's R1-7.5 zoning . This superior design includes a much broader range of lot sizes, transitions of density, a broader range of housing types and far more active and passive open spaces than would be required with a standard R1-7.5 subdivision.

The Master Plan as designed satisfies the approval criteria provided for in CCC 40.520.080(D)(2), because the Master Plan contains a variety lot sizes and areas of densities that are logically placed to achieve a compatible transition from the surrounding properties to the more dense areas of the Master Plan. Moreover, the Master Plan utilizes transmission corridors, natural areas and roads to further buffer surrounding development.

The Master Plan as designed satisfies the approval criteria provided for in CCC 40.520.080(D)(3) because the Master Plan includes design features such as trails, protected natural areas, pedestrian friendly orientation, benches/gazebos, and recreational areas.

Exhibit D – Mitigation Measures

Development of the Mill Creek PUD is predicated on several planned transportation improvements being constructed or reasonably funded within six years involving the NE 179th Street corridor between I-5 and NE 15th Avenue to the west to which the PUD applicant will be contributing financially. Assumed improvements include:

1. Completion of NE 10th Avenue between NE 154th Street and NE 164th Street (currently under construction by Clark County)
2. Reconfiguration of the I-5 Northbound off-ramp/NE 179th Street intersection to provide:
    - two northbound left-turn lanes and two northbound right-turn lanes; and
    - two westbound through lanes and a separate westbound right-turn lane to the I-5 northbound on-ramp
3. Widening and completion of NE 15th Avenue between NE 179th Street and NE 10th Avenue to an ultimate improvement width (providing two westbound and two eastbound through travel lanes between the I-5 Northbound off-ramp/NE 179th Street intersection and NE 15th Avenue);
4. Construction of a new multi-lane roundabout on NE 179th Street approximately midway between NE 15th Avenue and the I-5 Northbound off-ramp;
5. Construction of a new multi-lane roundabout on NE 179th Street at NE 15th Avenue (replacing the existing traffic signal);
6. Construction of NE 15th Avenue between the new roundabout on NE 179th Street at NE 15th Avenue and NE 10th Avenue (allowing for termination of the existing NE 10th Avenue connection to NE 179th Street); and
7. Termination of Union Road at NE 179th Street through provision of alternative access for properties along Union Road south of NE 179th Street.

The following improvements at the proposed roadway connections to NE 50th Avenue and NE 179th Street are required for implementation in conjunction with site development:

1. A stop sign will be installed on each of the new public site roadway approaches to NE 50th Avenue and NE 179th Street. The stop signs should be installed in accordance with Clark County standards and the *Manual on Uniform Traffic Control Devices* (MUTCD).
2. Left-turn lanes will be provided on NE 179th Avenue at each of the three site public roadway connections to NE 179th Avenue. The turn lanes should provide at least 50 feet of storage.
    - Provision of an eastbound left-turn lane at the central site access on NE 179th Street (Intersection B) may require off-site right-of-way acquisition to accommodate the

associated roadway widening and tapers along NE 179th Street. If provision of an eastbound left-turn lane is not possible at the time of site development, it may be necessary to restrict the access to right-turns only on an interim basis.

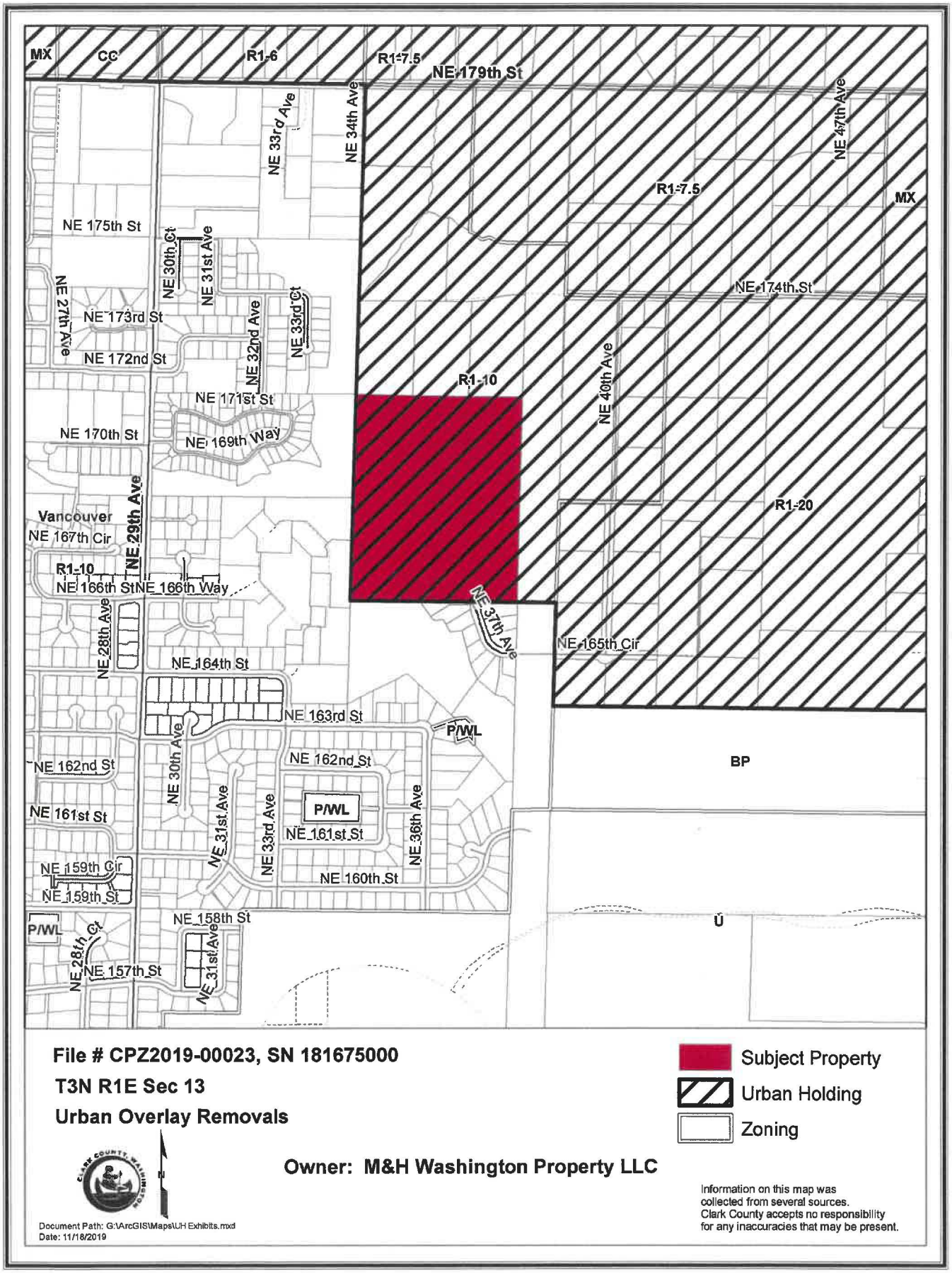
3. While not yet necessitated based on projected 2020 build-out traffic volumes, provision of a northbound left-turn lane at the NE 50th Avenue intersection is required with site development if the NE 50th Avenue frontage widening provides sufficient width to make the improvement.

Exhibit E – Trip Generation Estimates

Mill Creek PUD Trip Generation Estimates

Land Use	ITE Code	Size	Weekday Daily	Weekday AM Peak Hour			Weekday PM Peak Hour		
				Total	In	Out	Total	In	Out
Single Family Detached Homes	210	606 units	5,770	455	114	341	606	382	224
Residential Townhome	230	99 units	576	43	7	36	51	34	17
		Total Trips	6,346	498	121	377	657	416	241

Exhibit 9



File # CPZ2019-00023, SN 181675000

T3N R1E Sec 13

Urban Overlay Removals

Subject Property

Urban Holding

Zoning

Owner: M&H Washington Property LLC

Information on this map was collected from several sources. Clark County accepts no responsibility for any inaccuracies that may be present.

Document Path: G:\ArcGIS\Maps\UH Exhibits.mxd
Date: 11/18/2019

RESOLUTION NO. 2019-10-01

A Resolution of the Clark County Council authorizing entry into a First Amended and Restated Development Agreement among Clark County and the following owners and developers of real property in the vicinity of NE 179th Street:

M & H WASHINGTON PROPERTY, LLC, a Washington limited liability company, and HINTON DEVELOPMENT CORP, a Washington corporation (collectively hereinafter referred to as "Developers");

WHEREAS, Developers own and seek to develop certain parcels of real property in the vicinity of NE 179th Street and Interstate 5, much of which is currently subject to an urban holding overlay pursuant to Clark County's 20-Year Comprehensive Growth Management Plan 2015-2035; and

WHEREAS, Clark County's Compressive Plan requires that prior to lifting the urban holding designation in the 179th Street/I-5 Interchange Area, the Council must determine that the completion of localized critical links and intersection improvements are reasonably funded, as shown on the County's 6-Year Transportation Improvement Plan or through a development agreement; and

WHEREAS, Clark County intends to fund the necessary improvements, in part, by entering into development agreements that will become effective upon the Council's adoption of a future ordinance finding that the relevant localized critical links and intersection improvements are reasonably funded and amending the Comprehensive Plan to remove the urban holding overlay; and

WHEREAS, RCW 36.70B.170 through .210 authorize the County to enter into development agreements with persons or entities having ownership or control of real property within the County; and

WHEREAS, on August 20, 2019, the Clark County Council selected a financing option to reasonably fund localized critical links and intersection improvements and authorized entry into a Development Agreement (the "DA") among Developers and Clark County, regarding certain real property owned by Developers in the vicinity of NE 179th Street, which property is located in Clark County, Washington; and

WHEREAS, Section 6.3.c of the DA approved on August 20, 2019 misstated as $900,000 the amount of a payment that Developers agreed to pay to Clark County, and Council finds that the parties intended for the payment to be $600,000, that Section 6.3.c should be amended to read as follows:

> c. In addition to the TIF, Developer shall pay an additional surcharge in the amount of $3,500 per lot (the "Surcharge") for each building permit for each lot developed on the Property. Developer shall pay the Surcharge at the time of the issuance of the building permit. Developer anticipates building permits following the approvals of each phase as provided for in paragraph 6.3(b) above. Regardless of the schedule provided for in Section 6.3.a above, Developer agrees that by December 31, 2023, if the combined amount of TIF and Surcharge paid by Developer is less than $600,000.00, then Developer shall, on or before December 31, 2023, pay to the County the difference between what Developer has paid in combined TIF and Surcharge and $600,000.00 (the "Gap Amount"). The Gap Amount will be applied in the future to subsequent preliminary plat, final plat, or building permit applications on the Property as pre-paid TIF or prepaid Surcharge. Nothing in this Agreement limits to $600,000.00 Developer's total obligations to pay combined TIF and Surcharge that may arise from the Property's future development approvals.
>
> and,

WHEREAS, for ease of future reference to and implementation of the DA as amended, the parties desire to restate the amended agreement, and Clark County Council hereby adopts the following new section as a Recital in the agreement:

> Q. Clark County Council approved a prior version of this Agreement in an open public hearing on August 20, 2019; however, that version of the Agreement contained misstatements in Section 6.3.c, and it was never executed by the Parties. Those misstatements are corrected by

amendment of Section 6.3.c, which was approved by the County Council in open public meeting on October 1, 2019. The initially approved Agreement has not been amended in any other respect as of that date, except for the correction of scrivener's errors and the addition of this Recital. The Parties have adequately reviewed this FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT, and agree that its terms reflect their intent.

WHEREAS, the FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT AMONG CLARK COUNTY, M & H WASHINGTON PROPERTY, LLC, AND HINTON DEVELOPMENT CORP. ("Amended Development Agreement", is attached hereto as *Exhibit A*;

WHEREAS, the Council considered this matter at a duly-advertised public hearing; and

WHEREAS, the Council concluded that approval of the amendments to the DA, and the approval and adoption of the proposed Amended Developer Agreement set forth in *Exhibit A* will further the public health, safety, and welfare of Clark County; now therefore,

THE BOARD OF COUNTY COUNCILORS OF CLARK COUNTY, STATE OF WASHINGTON, HEREBY RESOLVE AS FOLLOWS:

1. The Clark County Council approves the amendment to Section 6.3.c of the DA and the adoption of new Section Q of the Recitals of the DA, both as set forth above.

2. The Clark County Council approves the restatement of the amended DA, as set forth in *Exhibit A* hereto, the FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT AMONG CLARK COUNTY, M & H WASHINGTON PROPERTY, LLC, AND HINTON DEVELOPMENT CORP, portions of which will become effective upon the Council's future adoption of an ordinance finding that the relevant localized critical links and intersection improvements are

reasonably funded, and that the Urban Holding overlays are removed from Developers' property.

ADOPTED this 1st day of October, 2019.

COUNTY COUNCIL
CLARK COUNTY, WASHINGTON

Attest:

Clerk to the Board

By: Eileen Quiring, Chair

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

Christine M. Cook
Senior Deputy Prosecuting Attorney

By: Temple Lentz, District 1

By: Julie Olson, District 2

By: John Blom, District 3

By: Gary Medvigy, District 4

CLARK COUNTY, WASHINGTON 1844

5669395 AGR 11/07/2019 03:40
Total Pages: 35 Rec Fee: $187.50
JORDAN RAMIS PC
Recorded in Clark County, WA

WHEN RECORDED RETURN TO:
JORDAN RAMIS PC
ATTENTION: JAMES D HOWSLEY
1499 S.E. TECH CENTER PLACE SUITE 380
VANCOUVER, WA 98683

DOCUMENT TITLE(S):
AMENDED DEVELOPMENT AGREEMENT

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:
N/A

GRANTOR:
M & H WASHINGTON PROPERTY LLC A
WASHINGTON LIMITED LIABILITY COMPANY

GRANTEE:
CLARK COUNTY A POLITICAL SUBDIVISION OF THE
STATE OF WASHINGTON

TRUSTEE:
N/A

ABBREVIATED LEGAL DESCRIPTION:
#6 OF SEC 13, T3N, R 1E

COMPLETE LEGAL ON:
EXHIBIT A

TAX PARCEL NUMBER(S):
181675000

[☑] If this box is checked, then the following applies:
I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature

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.

INSTRUMENT TITLE:	AMENDED DEVELOPMENT AGREEMENT
GRANTOR(S):	M & H Washington Property, LLC a Washington Limited Liability Company
GRANTEE:	Clark County, a political subdivision of the State of Washington
ABBREVIATED LEGAL DESC:	#6 OF SEC 13 T3NR1EWM (32.45A)
FULL LEGAL DESC:	See **Exhibit A** To This Document
ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(S):	181675000
REFERENCE NUMBER OF RELATED DOCUMENTS:	None

AFTER RECORDING RETURN TO:
Jordan Ramis PC
Attn: James D. Howsley
1499 S.E. Tech Center Place, Suite 380
Vancouver, WA 98683

Space above for recording information only.

FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT

This FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT (this "Agreement") is entered into by and among CLARK COUNTY, a political subdivision of the State of Washington (the "County") and M & H WASHINGTON PROPERTY, LLC ("Owner"), a Washington limited liability company, and HINTON DEVELOPMENT CORP. ("Hinton"), a Washington corporation on this 1st day of Oct., 2019. Owner and Hinton are together referred to as the "Developer", and those three terms include any successor in interest to the Property during the term of this Agreement.

RECITALS

A. Owner owns certain real property in unincorporated Clark County Washington (APN 181675000) totaling approximately 32.45 acres, which is more particularly described in Exhibit A, which attached hereto and incorporated by reference herein (together, the "Property"). Hinton has authority over and development control over the Property.

B. Clark County's 20-Year Comprehensive Growth Management Plan 2015-2035, as adopted by Ordinance No. 2016-06-12 and most recently amended by Ordinance No. 2019-02-02 ("Comprehensive Plan"), provides that an Urban Holding Overlay Plan Designation and Zone ("UH Overlay") may be applied to property with a specific underlying urban zone when development policies require a legislative action pursuant to the requirements of Clark County Code ("CCC") Section 40.560.010 prior to urban development thereon.

C. The Comprehensive Plan applies the UH Overlay to certain property located within the Vancouver Urban Growth Area within the 179th Street Corridor ("179th Street Corridor"). The Property is within this 179th Street Corridor and is subject to the UH Overlay and a zoning overlay designation of Urban Holding-10 ("UH-10"), with underlying plan and zoning designations of Urban Low Density Residential ("UL") and Single Family Residential ("R1-10"), respectively.

D. The Connecting Washington transportation funding package approved by the 2016 Washington Legislature is expected to provide money for the reconstruction of the Interstate 5/179th Interchange during the period from 2023 to 2025.

E. The 179th Street Corridor comprises an area lacking in and requiring said transportation improvements.

F. Other owners and developers of properties within the 179th Street Corridor ("Killian", "Wollam" and "Holt", collectively "179th Street Developers"), as specifically depicted and identified in the Exhibit F, attached hereto and incorporated herein, (the "Other 179th Street Developments"), have proposed development agreements and transportation improvement plans that would alleviate the transportation deficiencies within the Corridor and facilitate economic development, provided that the UH Overlay is removed to allow for the underlying urban use to be developed.

G. The County finds that approval and implementation of those development agreements related to the 179th Street Developments and removal of the UH Overlay would provide the private share contribution for the needed transportation improvements, including right-of-way and intersection and other improvements, thereby facilitating economic development within the area and its larger region.

H. CCC 40.560.010(I) provides that UH Overlay changes are processed through Type IV processes initiated by the County and consistent with the procedures and criteria under the Comprehensive Plan.

I. CCC 40.560.010.I.1 provides that plan map and rezone amendments removing the UH designation must be consistent with the procedures and criteria set forth in the Clark County 20-Year Comprehensive Growth Management Plan 2015-2035 ("Comprehensive Plan").The Comprehensive Plan provides that to remove the UH overlay, the County must determine that the completion of localized critical links and intersection improvements are reasonably funded as shown on the County's 6-Year Transportation Improvement Plan or through a development agreement.

J. Pursuant to RCW 36.70B.170(1), any local government of the state of Washington is authorized to enter into a development agreement with any owner of real property within its jurisdiction setting forth the development standards that will apply to and govern and vest the development, use and mitigation of the development of the real property during the specified term of the agreement.

K. The County has determined that the proposed mitigation contained within this Agreement will satisfy the Comprehensive Plan criteria requiring reasonable funding for the completion of localized critical links and intersection improvements, and therefore the UH Overlay will be removed from this Property.

L. The Developer has also proposed a Conceptual Plan for development of the Property, as depicted on Exhibit B and specifically described in Exhibit C, which are both attached hereto and incorporated herein. The Conceptual Plan shows the proposed public trails within the development that enhances pedestrian access to, from and within the Property and external properties.

M. The Parties desire to provide long-term predictability to both Developer and the County on various development issues through the implementation of this Agreement and its attendant Conceptual Plan. The Parties desire to plan for the development of the Property with advance funding for transportation improvements and predictable infrastructure and regulations.

N. Developer, the County, and the other 179th Developers have collaborated over a number of years through a public-private partnership to facilitate the implementation of the Comprehensive Plan through the improvement of transportation infrastructure in the area of the 179th Street Corridor. This area faces challenges to development in order to fully implement the Comprehensive Plan, including lack of capacity on existing local roadways and intersections, lack of access to underdeveloped properties, and resulting traffic safety problems. Each Party has dedicated significant resources to planning for that area, which provides a gateway to development of currently underutilized land in the 179th Street Corridor. It is necessary for the Parties to complete certain planning efforts in the area, so that public and private funding will be available to complete the needed infrastructure, and that development of the infrastructure can go forward. Completion of certain intersections and other transportation links in the area will further implement the Comprehensive Plan and allow certain properties to develop, thereby generating further resources for more transportation improvements, and addressing the continuing harm to the public because of the problems and challenges listed above. This Agreement will document the completion of planning relevant to the subject Property,

Developer's contributions to the completion of certain infrastructure in the area, and the County's assurances that Developer may proceed as set forth herein.

O. Developer's traffic engineer has prepared trip generation and distribution information based on the expected development of the Property in accordance with the Conceptual Plan (Exhibits B and C), and a copy of the trip generation estimates is attached hereto and incorporated herein as Exhibit E.

P. This Agreement addresses the Comprehensive Plan criteria to remove the UH plan and zoning overlays from the Property and includes Developer's agreement to satisfy the criteria through the construction of or reasonable funding of the mitigation measures, including the critical links and intersections, identified in Exhibit D, which is attached hereto and incorporated herein.

Q. Clark County Council approved a prior version of this Agreement in an open public hearing on August 20, 2019; however, that version of the Agreement contained misstatements in Section 6.3.c, and it was never executed by the Parties. Those misstatements are corrected by amendment of Section 6.3.c, which was approved by the County Council in open public meeting on October 1, 2019. The initially approved Agreement has not been amended in any other respect as of that date, except for the correction of scrivener's errors and the addition of this Recital. The Parties have adequately reviewed this FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT, and agree that its terms reflect their intent.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

Section 1. Development Agreement. This 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 its execution by the Parties.

Section 2. Effective Date; Term of Agreement. The Effective Date of this Agreement is the later of the following: (1) the date ten (10) days after the day of the County's approval by ordinance or resolution determining that the completion of critical links and infrastructure improvements necessary for development of the Property are reasonably funded, following a public hearing as provided for in RCW 36.70B.170, or (2) the date on which a fully executed version is recorded with the County Auditor. This Agreement will take effect upon the Effective Date and will terminate ten (10) years thereafter, unless extended, or terminated by mutual written consent of the Parties.

Section 3. Conceptual Plan.

3.1 Purpose. The Conceptual Plan, attached hereto as Exhibits B and C, provides for design mitigation with additional pedestrian connections not required by County Code for ease of use for public transportation and additional consideration of trail design within the project. The Conceptual Plan will provide the Parties with predictability regarding certain

aspects of the future development of the Property, including public trails and walkways internal to the property and that can connect with offsite developments in the future..

3.2 **Preliminary plat approval.** Developer's application for preliminary plat approval may be filed and the County will process such applications upon execution of this agreement. No public hearing or decision will be made on any applications until the County removes the UH designation from the Property.

3.3 **Engineering Plans.** Concurrently with the County's review of any preliminary plat applications, Developer may submit engineering plans to the County and the County will review those plans in its normal course. If a preliminary plat is approved with design or conditions that are different from concurrently submitted and reviewed final engineering plans, then Developer will resubmit engineering plans that conform to the preliminary plat approvals. Any costs associated with such changes will be the responsibility of Developer. While the County agrees to allow concurrent review of land us applications and final engineering, nothing herein will be construed to require the County to provide expedited review that is different from the County's usual timelines for an application for land use or engineering review.

3.4 **UH Designation Removal.** No final engineering approval will be granted until the UH designation has been removed from the Property and a preliminary plat application has been approved. The application will be processed as a Type III land use application and reviewed by the County. Any approval criteria not addressed and found satisfied in this Agreement will be subject to the approval criteria in effect when the fully complete application is submitted, and will be addressed during the subdivision application and decision process.

3.5 **Vesting.** Except as set forth in this Agreement, future development of the Property is subject to the applicable provisions of the Clark County Code as of the Effective Date.

Section 4. Effect on Fees or Charges. As provided for in RCW 36.70B.180, during the term of this Agreement, the development standards provided for in this Agreement will not be subject to unilateral amendment, or amendment to zoning ordinances, development standards, or regulations, or a new zoning ordinance or development standard or regulation adopted after the effective date of this Agreement; provided, however, that except as set forth in Paragraph 6.3 of this Agreement, the vesting granted by this Agreement will not apply to impact fees, taxes, land use or permit application fees, building code provisions, or environmental regulations that do not vest according to Washington State Law, which will be vested, determined or calculated consistent with the County's provisions applicable on the date such fee, charge, or tax is triggered or according to the generally applicable rules for vesting of building code regulations and such environmental regulations. As provided for in RCW 36.70B, the County reserves the right to impose new standards or changes in development regulations to the extent required by a serious threat to public health and safety.

Section 5. Environmental Review. For the purposes of this Agreement, no additional SEPA review is required. Any required project-level SEPA review for development at the Property and subject to this Agreement will be submitted during the preliminary plat application process.

Section 6. Traffic.

6.1 Traffic Study. Kittelson and Associates Transportation Engineers and the County have analyzed the transportation impacts of the full development (based on the conceptual set of future uses and square footages) of the Property as identified in the traffic study and the Conceptual Plan. Based upon this set of uses, the Property at full development will increase the existing number of PM peak hour trips on the transportation system by 129 trips. The trip generation estimates are set forth, attached hereto and incorporated herein as Exhibit E.

6.2 Anticipated Impacts. Based upon Kittelson's analysis as approved by the County, the future development of the Property will be conditioned upon the mitigation measures and timing of construction as provided for in Exhibit D. The Property will be vested during the term of this Agreement with 129 PM peak hour and 1,290 average daily trips and no off-site transportation mitigation or analysis, other than provided for in this Agreement, will be required in conjunction with development of the Property during the term of this Agreement; provided however that in the event Hinton proposes uses or intensities of uses that would cause the total number of PM peak or average daily trips to exceed the number of trips set forth in this Section 6.2, the increased trips will be subject to review and required mitigation under the County's concurrency ordinance in effect when the application vests. In the case of increased trips, vesting will occur no sooner than the Developer submits a fully complete application to the County. Except when the Developer proposes increased trips, the transportation vesting provided for in this Section will be subject to the mitigation measures and the timing provided in Exhibit D. Some of the transportation improvements may be on the County's Transportation Capital Facility Plan. Hinton upon construction of qualifying transportation improvement, will be eligible to apply for TIF Credits, but only if such improvements are eligible for credits under the County's applicable Capital Facilities Plan and TIF programs.

6.3 Traffic Impact Fees; Advance Payment. To increase the County's ability to fund and construct certain transportation improvements in the area that will provide systemic benefits in excess of the impacts that will be created through the implementation of the Conceptual Master Plan, Developer agrees to accelerate the manner in which Developer or a successor in interest to the Property would pay Transportation Impact Fees ("TIFs"). Developer will pay TIFs associated with the Property based on the TIF rate applicable at the time this Agreement becomes effective. In addition to the payment of TIF, Developer will also pay the Surcharge as described below. Instead of paying TIFs as the time of individual building permits, as it currently provided for by the County's Code, Developer, or its successor in interest, agrees to the following permit application and TIF payment schedule.

a. Developer will submit a fully complete application for preliminary plat approval of approximately 129 lots prior to February 15, 2020 with a phasing plan. Assuming Developer receives preliminary plat approval and no appeal is filed, Developer will pay within 30 days of receiving preliminary plat approval the sum of $3,025.00 for each lot receiving preliminary plat approval.

b. Developer will submit an application for final plat for Phase I approval for 50 lots prior to December 31, 2021. Developer shall submit a fully complete application for final plat for Phase II approval for 50 lots prior to December 31, 2022. Developer

shall submit a fully complete application for final plat for Phase III approval for 29 lots prior to July 15, 2023. If Developer submits an application for final plat approval for all lots, assuming Developer receives final plat approval, Developer will pay $3,025.00 for each lot receiving final plat approval. Developer may alternatively submit an application for final plat approval for the lots in phases. If Developer submits an application for final plat approval for a certain amount of lots in multiple phases, assuming Developer receives final plat approval for those respective phases, Developer will pay $3,025.00 for each lot receiving final plat approval in the respective phase.

c. In addition to the TIF, Developer shall pay an additional surcharge in the amount of $3,500 per lot (the "Surcharge") for each building permit for each lot developed on the Property. Developer shall pay the Surcharge at the time of the issuance of the building permit. Developer anticipates building permits following the approvals of each phase as provided for in paragraph 6.3(b) above. Regardless of the schedule provided for in Section 6.3.a above, Developer agrees that by December 31, 2023, if the combined amount of TIF and Surcharge paid by Developer is less than $600,000.00, then Developer shall, on or before December 31, 2023, pay to the County the difference between what Developer has paid in combined TIF and Surcharge and $600,000.00 (the "Gap Amount"). The Gap Amount will be applied in the future to subsequent preliminary plat, final plat, or building permit applications on the Property as pre-paid TIF or prepaid Surcharge. Nothing in this Agreement limits to $600,000.00 Developer's total obligations to pay combined TIF and Surcharge that may arise from the Property's future development approvals.

d. Notwithstanding any other provision of Section 6 of this Agreement relating to timing of the submission of a preliminary plat application or the submission of a final plat application, Developer need not submit any of the applications referenced in Section 6 of this Agreement, if Developer timely makes the payment that otherwise would be due if such application has been submitted and approved. Nothing in this paragraph will be construed to alter the dates upon which such TIF payments will be made to the County as provided for in Section 6 of this Agreement, regardless of whether Developer submits any land use applications.

e. If Developer fails to timely make any payment due pursuant to Section 6 of this Agreement, Developer may not submit, and County may not accept or process, any further land use or permit application relating to development of the Property until all payments then due in accordance with Section 6 have been fully made.

Section 7. Threat to Public Health. Nothing in this Section will preclude the County from requesting information on the potential adverse environmental impacts associated with a specific land use application that have not been previously analyzes as required under SEPA.

////
////

MISCELLANEOUS PROVISIONS

Section 8. Recitals. The Recitals contained herein are agreed to be binding obligations of the Parties, as their terms provide.

Section 9. Counterparts. This Agreement may be executed in counterparts; however all signature pages will be recorded together, and the complete recorded Agreement, including Exhibits A-F, will constitute the final instrument.

Section 10. Amendments; Termination. The Parties may agree to any amendments to this Agreement to facilitate necessary infrastructure improvements and other matters; provided, however, that this Agreement may only be amended by mutual, written agreement of the Parties that is approved by the Clark County Councilors pursuant to a Type IV legislative process as set forth in the Clark County Code. 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.

Section 11. 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; provided, however that traffic congestion is not a serious threat to public health and safety, and that such action will only be taken by legislative act of the Clark County Council after appropriate public process.

Section 12. 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. Developer has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby.

Section 13. Run with the Land. This Agreement will run with the land and be binding on the Parties' successors and assigns, and will be recorded with the Clark County Auditor.

Section 14. Public Hearing. The Clark County Council has approved execution of this Agreement by resolution after a public hearing.

Section 15. 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.

Section 16. 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.

Section 17. Attorneys' Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U. S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights or obligations hereunder, the prevailing party will be entitled to recover its reasonable attorney fees and costs. ,. It is understood and agreed that to the extent that Clark County prevails in a suit, action or other proceeding relating to this Agreement it will be entitled to recover it's reasonable attorney fees calculated on an hourly basis regardless of whether it is represented by in house counsel and/or outside counsel.

Section 18. Performance. Failure by any Party at any time to require performance by the other Parties of any of the provisions hereof will not affect the Parties' rights hereunder to enforce the same, nor will any waiver by a Party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this clause.

Section 19. Severability. If any portion of this Agreement will be invalid or unenforceable to any extent, the validity of the remaining provisions will not be affected thereby.

Section 20. Inconsistencies. If any provisions of the Clark County Code and land use regulations are deemed inconsistent with this Agreement, the provisions of this Agreement will prevail, excepting the County's reserved authority described above.

Section 21. Survival. Any promise or condition set forth in this Agreement, the full performance of which is not specifically required prior to the expiration or earlier termination but which by its terms is to survive the termination of this Agreement, will survive the expiration or earlier termination of this Agreement and will remain fully enforceable thereafter.

Section 23. No Benefit to Third Parties. The Parties are the only parties to this Agreement and are the only parties entitled to enforce its terms, except as otherwise specifically provided in this Agreement. There are no third-party beneficiaries.

Section 24. Entire Agreement. This Agreement, including its exhibits attached hereto, constitutes the entire agreement between the Parties as to the subject matter.

Section 25. Notices. All notices will be in writing and may be delivered by personal delivery, by overnight courier service, or by deposit in the United States Mail, postage prepaid, as certified mail, return receipt requested, and addressed as follows:

County: Attn. Shawn Henessee, County Manager
PO Box 5000
Vancouver, WA 98666-5000

With a copy to:	Christine Cook Senior Deputy Prosecuting Attorney or Taylor Halvik Deputy Prosecuting Attorney 1013 Franklin Street Vancouver, WA 98660
Developer	M & H Washington Properties, LLC Attn. Mark Hinton and Michael Menashe 333 NW 9th Avenue #1504 Portland, OR 97209
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.

Section 26. 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.

Section 27. 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.

M & H Washington Property, LLC

By: Mark Hinton
Its: Governor

10/18/19
Date

By: Michael Menashe
Its: Governor

10/23/19
Date

Hinton Development Corp.

By: Mark Hinton
Its: President

10/18/19
Date

Clark County

By: Shawn Henessee
Its: County Manager

10-1-19
Date

Approved as to form only:
Anthony F. Golik
Clark County Prosecuting Attorney

By:
Deputy Prosecuting Attorney

State of Washington)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that Mark Hinton is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Governor (title) of M & H Washington Property, LLCjACQU to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 10/18, 2019.

Signature
My Commission Expires: 12/4/22

(Seal or stamp) SCOTT FARRA COMMISSION NO. 175571 NOTARY PUBLIC EXPIRES DEC. 4, 2022 STATE OF WASHINGTON

State of Washington)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that Michael Menashe is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Governor (title) of M & H Washington Property, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 10/23, 2019.

Signature
My Commission Expires: 1/7/2020

(Seal or stamp)

OFFICIAL STAMP
LINDA COCKRAM SANDBERG
NOTARY PUBLIC-OREGON
COMMISSION NO. 946079
MY COMMISSION EXPIRES JANUARY 07, 2020

State of Washington)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that Mark Hinton is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the President (title) of Hinton Development Corp. (company) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 10/18, 2019.

(Seal or stamp) SCOTT FARRA COMMISSION NO. 175677 NOTARY PUBLIC EXPIRES DEC. 4, 2022 STATE OF WASHINGTON

Signature
My Commission Expires: 12/4/22

State of Washington)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that Shawn Henessee is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that ~~he/she~~ was authorized to execute the instrument and acknowledged it as the County Manager (title) of CLARK COUNTY WA (company) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: Oct. 1, 2019.

REBECCA L MESSINGER
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION NUMBER 3715
COMMISSION EXPIRES APRIL 26, 2021

(Seal or stamp)

Rebecca L. Messinger
Signature
My Commission Expires: 4/26/2021

EXHIBIT INDEX

EXHIBIT A – LEGAL DESCRIPTIONS
EXHIBIT B – CONCEPTUAL PLAN DEPICTION
EXHIBIT C – CONCEPTUAL PLAN NARRATIVE
EXHIBIT D – MITIGATION MEASURES AND TIMING OF CONSTRUCTION
EXHIBIT E – TRIP GENERATION ESTIMATES
EXHIBIT F – OTHER 179TH STREET DEVELOPMENTS

EXHIBIT A

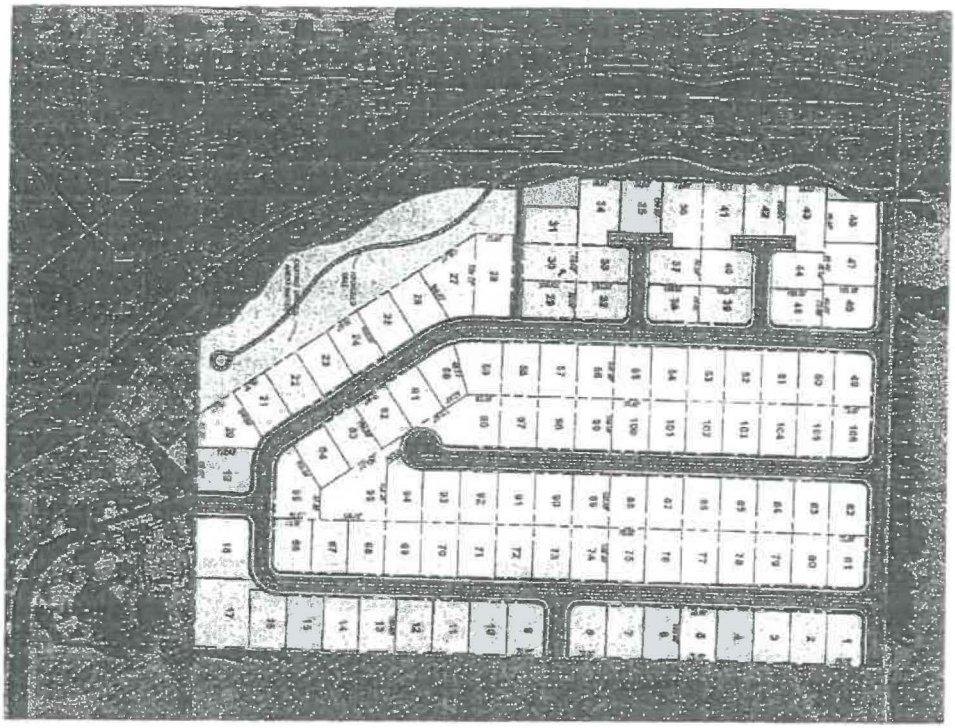
Legal Description

The South half of the Southeast quarter of the Northwest quarter, and the North half of the Northeast quarter of the Southwest quarter of Section 13, Township 3 North, Range 1 East of the Willamette Meridian in the County of Clark and State of Washington.

Except that portion thereof acquired by the United States of America for purposes of the Bonneville Project;

Also Except County or Public Roads.

EXHIBIT B



M&H Washington Subdivision

Parcel #: 191675-000
Clark County, Washington

Clark Land Design, pllc
Land Use Planning
Landscape Architecture
Development Consulting

EXHIBIT C

Conceptual Plan Narrative

- The project contemplates up to 129 single family residential lots consistent with the Development Agreement and Exhibit E
- This project will conform to the Single Family Residential R1-10 zoning and the Mill Creek zoning overlay
- The United States Government, Bonneville Power Administration owns land immediately adjacent on the Property's eastern boundary
- Mill Creek runs in a northern direction through the southwest corner of the property then along the western boundary of the property
- The project contemplates an trail with a mid-development access point along the backyard of the lots parallel to Mill Creek as depicted on Exhibit B
- The trail will provide for additional connections to the north, but will terminate near the southern boundary of the property to not interfere with adjacent properties
- The primary access for the subdivision will be via a stubbed public street NW 37th Avenue
- The Development will provide for future connections via stubbed public streets and necessary dedications

EXHIBIT D

Mitigation Measures and Timing of Construction

Development of the M & H Property presumes several planned transportation improvements will be constructed or deemed reasonably funded within six years along the NE 179th Street corridor which the Developer will be contributing financially towards. The assumed improvements include:

1. Completion of NE 10th Avenue between NE 154th Street and NE 164th Street (currently under construction by Clark County)

2. Reconfiguration of the I-5 Northbound off-ramp/NE 179th Street intersection to provide:
   - Two northbound left-turn lands and two northbound right turn lanes; and
   - Two westbound through lanes and a separate westbound right-turn lane to the I-5 northbound on ramp

3. Widening and competition of the NE 15th Avenue between NE 179th Street and NE 10th Avenue to an ultimate improvement width (providing two westbound and two eastbound through travel lanes between the I-5 Northbound off-ramp/NE 179th Street intersection and NE 15th Avenue);

4. Construction of a new multi-lane roundabout on NE 179th Street approximately midway between NE 15th Avenue and the I-5 Northbound off-ramp;

5. Construction of a new multi-lane roundabout on NE 179th Street at NE 15th Avenue (replacing the existing traffic signal);

6. Construction of a new multi-lane roundabout on NE 179th Street at NE 15th Avenue and NE 10th Avenue (allowing for termination of the existing NE 10th Avenue connection to NE 179th Street); and

7. Termination of the Union Road at NE 179th Street through provision of alternative access for properties along Union Road south of NE 179th Street

The M & H Property is not adjacent to the NE 179th Street Corridor unlike the other developments subject to similar Development Agreements. However, in conjunction with the site development the project may be conditioned with other proportionate mitigation measures through the conditions of approval in the subdivision process.

EXHIBIT E

Trip Generation Estimates
ITE 10th Edition

M & H Property Development

Land Use	ITE Code	Size	Weekday	Weekday Am Peak Hour			Weekday PM Peak Hour		
			Daily	Total	In	Out	Total	In	Out
Single Family Detached Homes	210	129 Units	1,218	96	24	72	129	81	48
Total Trips			1,218	96	24	72	129	81	48

Exhibit F

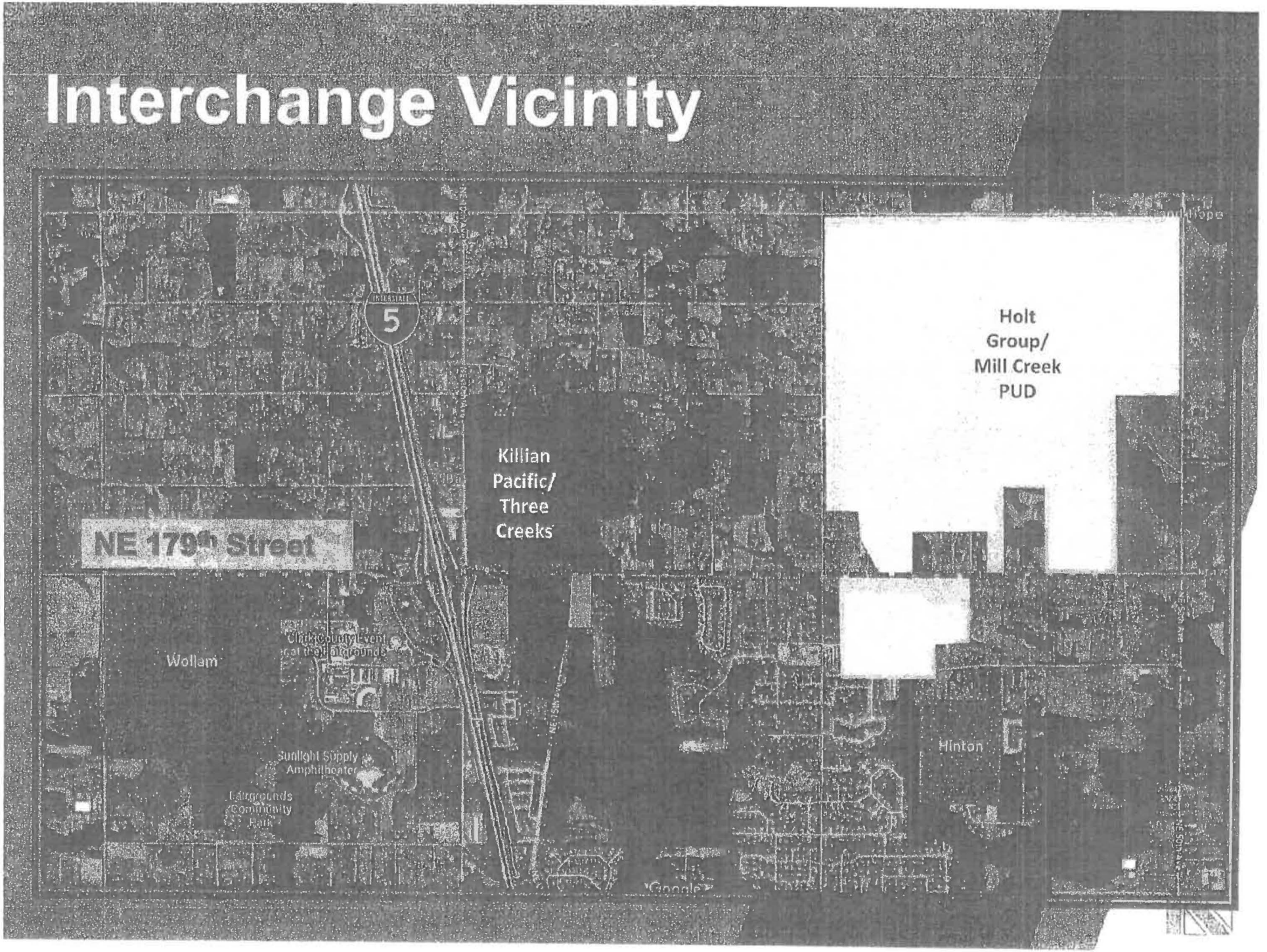
DATE **7/11/2018**

NE 179TH STREET IMPROVEMENTS

PHASING INTERIM IMPROVEMENTS, SUPPORTING ULTIMATE SOLUTIONS

KITTELSON & ASSOCIATES

Interchange Vicinity

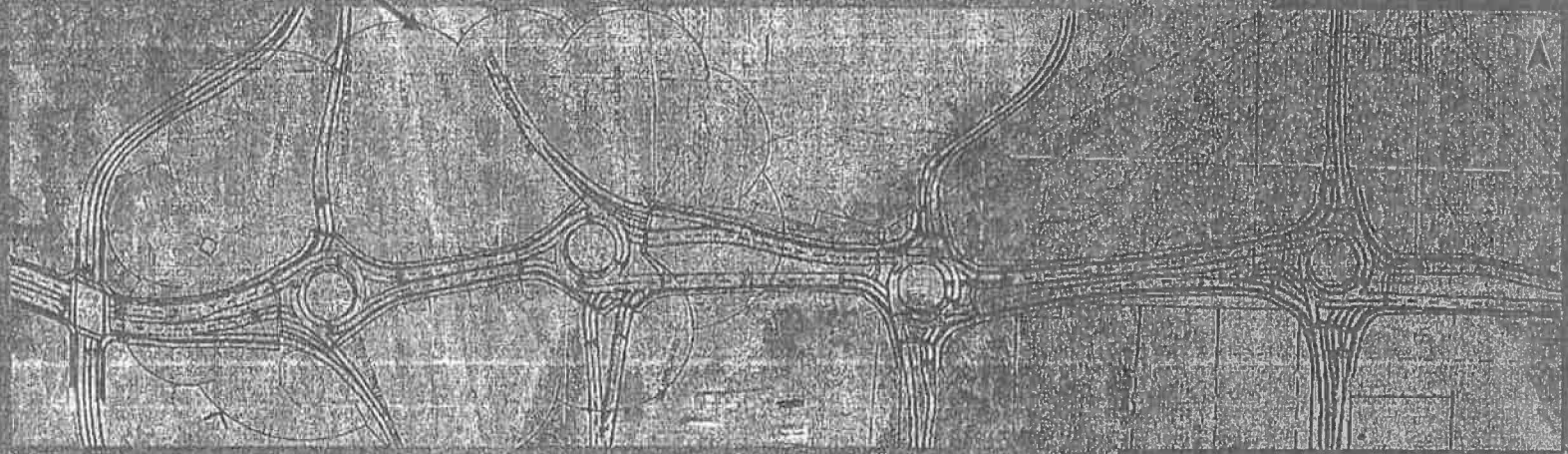


Development Summary and PM Peak Hour Trips

Project	Assumed Use	PM Peak Hour Trip Generation
Killian Pacific/Three Creeks Master Plan	60,000 Sq. Ft. Retail (DA Approved Phase 1)	425 total
	Three Creeks North Phase 1 (up to 200 single family detached homes and 326 apartment units)	402 total
	Phase 2 NE 179th Street Commercial Center (DA Approved Phase 2)	711 total
Mill Creek PUD	PUD Buildout (606 single family homes and 99 townhomes)	657 total
Hinton Property	129 single family homes	129 total
Wollam Property	220 single family homes	220 total

Potential Ultimate Corridor Improvements

Future WSDOT I-5/179th Interchange Improvements



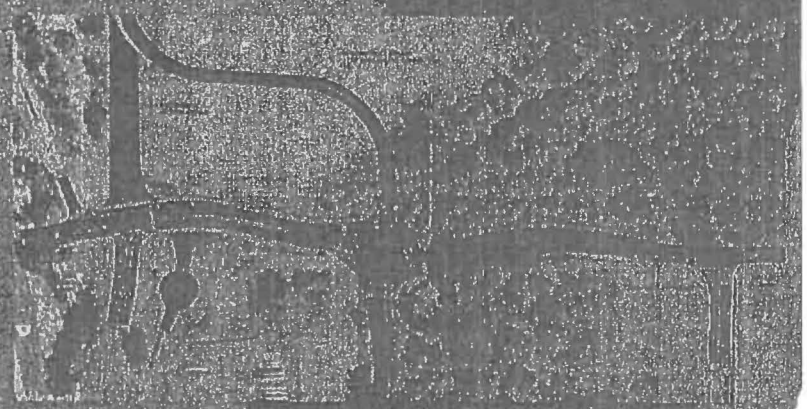
Proposed Interim Corridor Improvements

Additional southbound right turn lane not shown

Google earth

Google earth

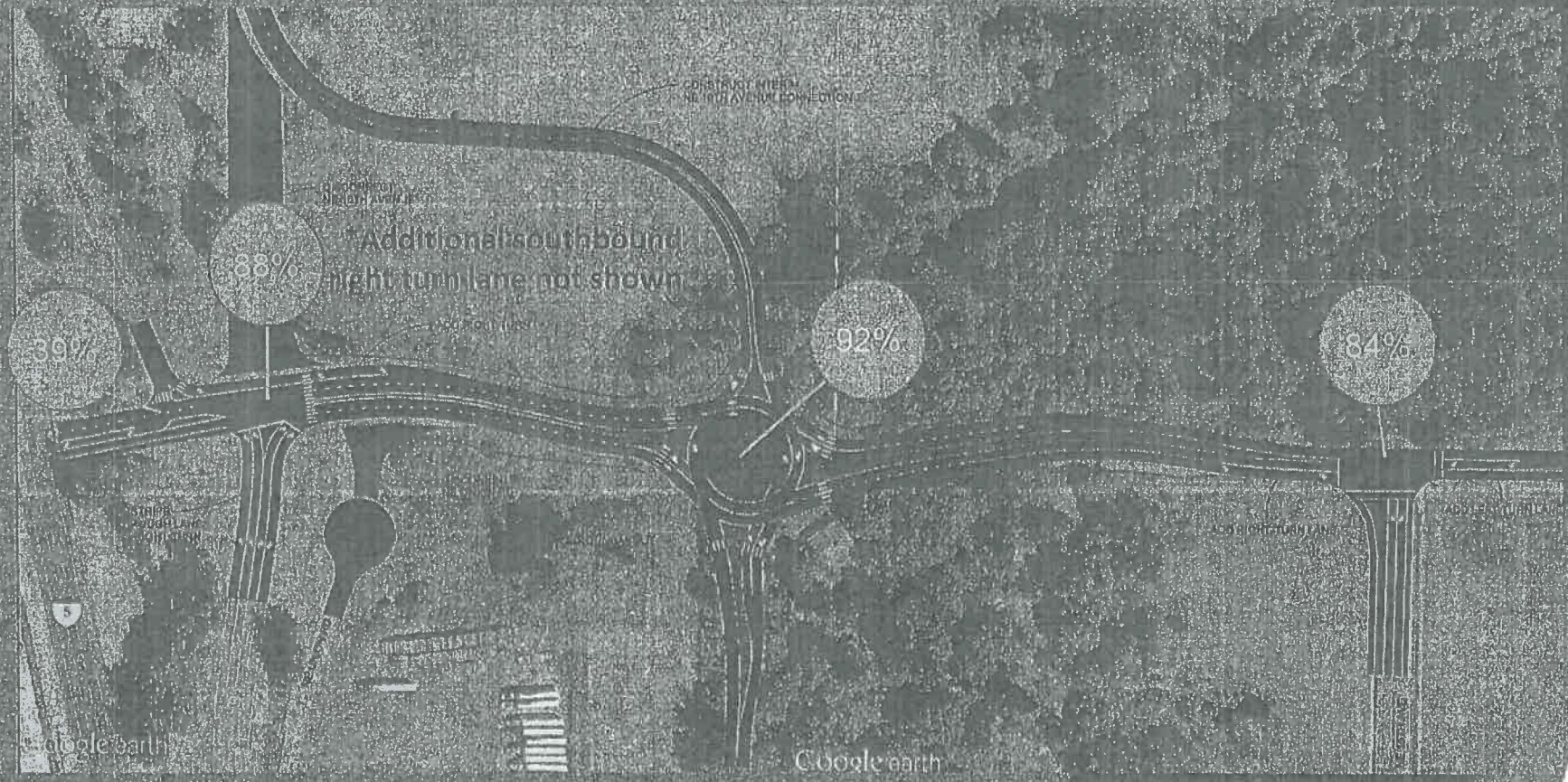
Cost of Interim Mitigations: NE 179th St: I-5 NB Ramp to NE 15th Av*



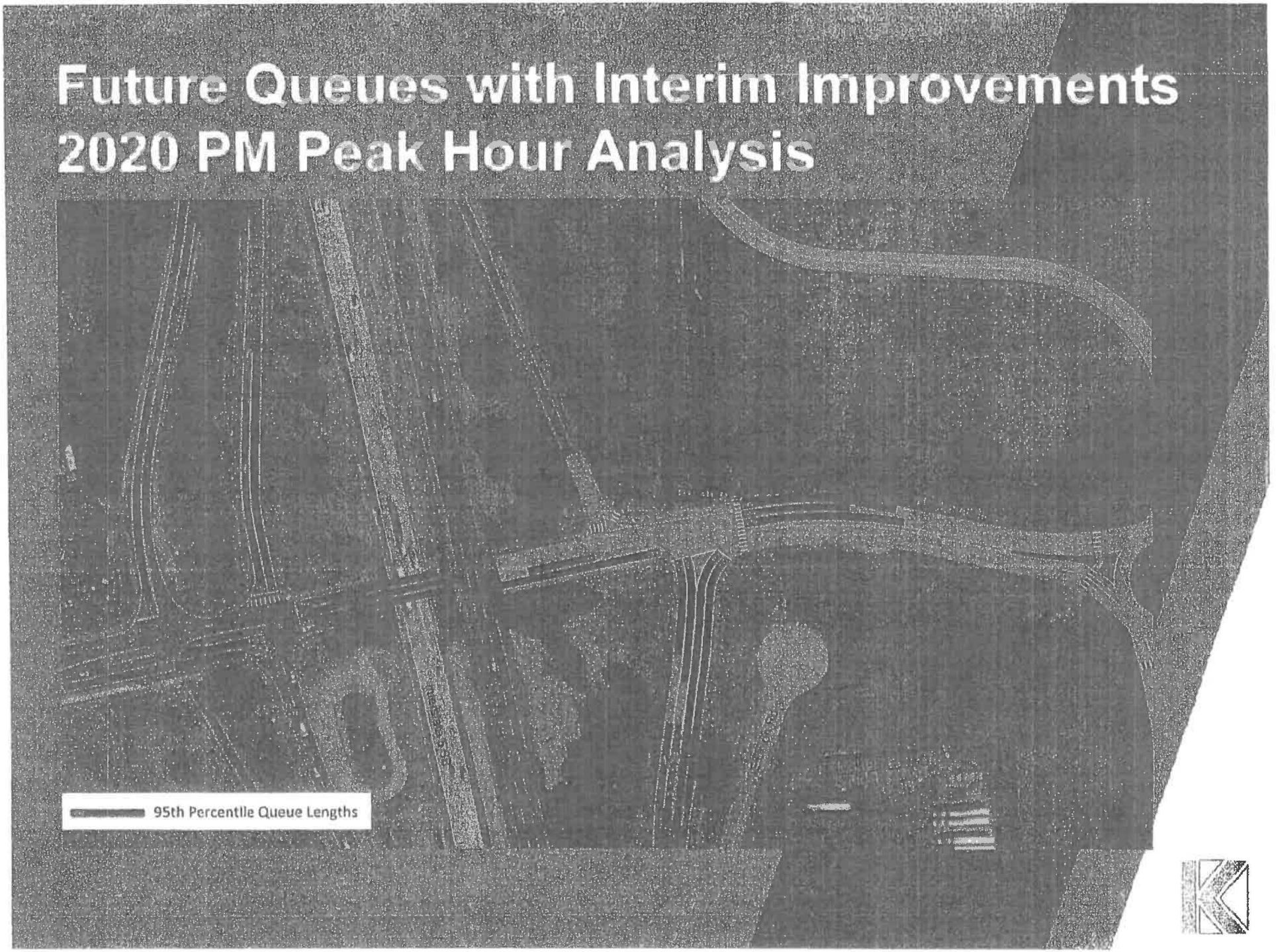
- $20.6 million
  - Widens 179th Street east of I-5
  - Cul-de-sacs 10th Avenue & Union Road
  - Reconstructs I-5 northbound ramp signal
  - Temporary 10th Avenue connection
  - New ultimate 12th Avenue roundabout
  - Adds turn lanes on 179th at 15th Avenue
  - Excludes of right-of-way costs
- Accommodates multiple developments
  - Three Creeks Phase 1 (60,000 sq. ft. retail previously vested)
  - Three Creeks North Master Plan Housing
  - Three Creeks Phase 2 (south retail previously vested)
  - Mill Creek PUD
  - Hinton Property
  - Wollam Property

**Excludes other off-site concurrency requirements*

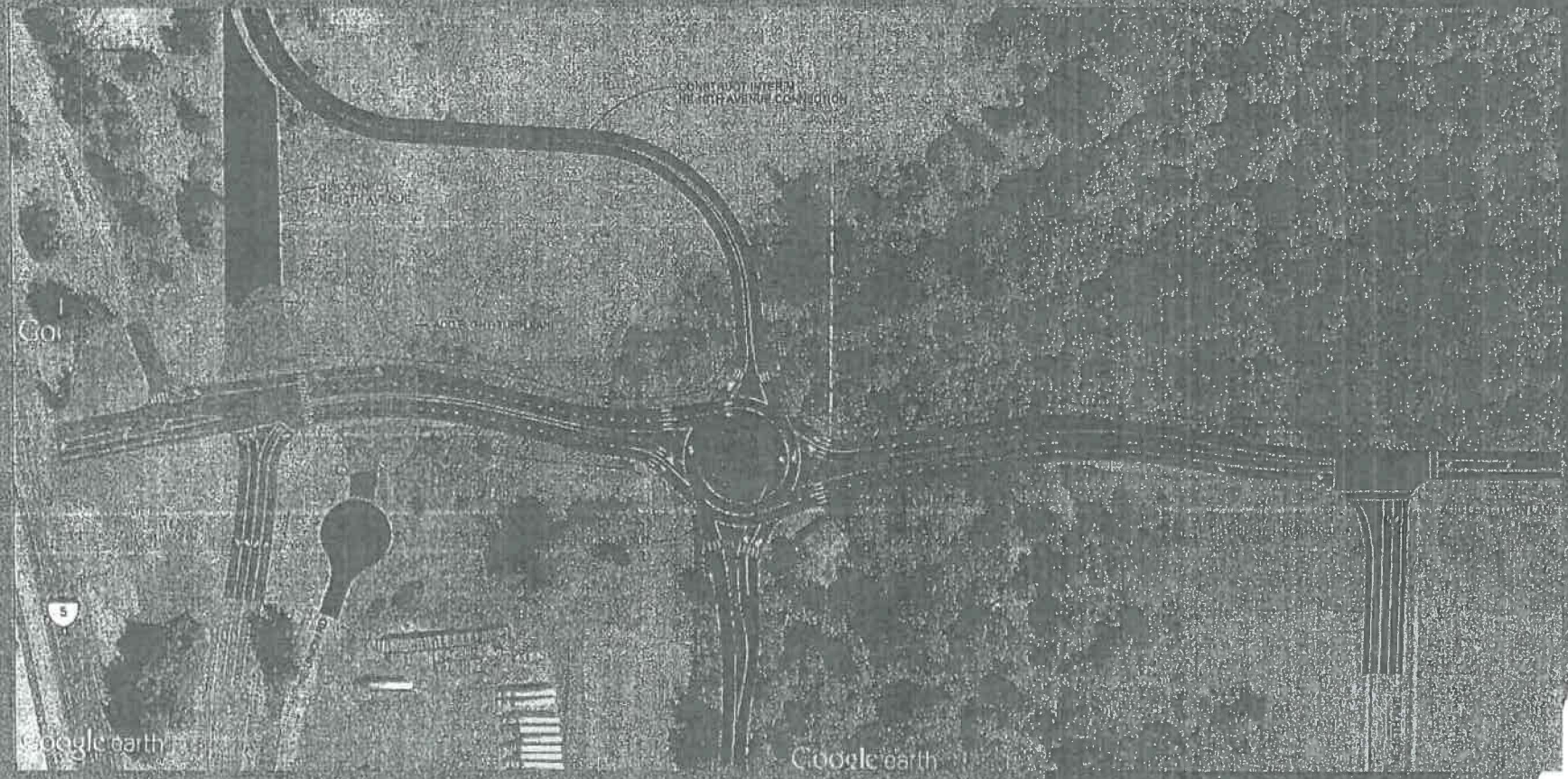
Interim Improvements:
PM Peak Hour % of Capacity Utilized



Future Queues with Interim Improvements
2020 PM Peak Hour Analysis



Interim Roundabout Compatibility with Long-term Plans



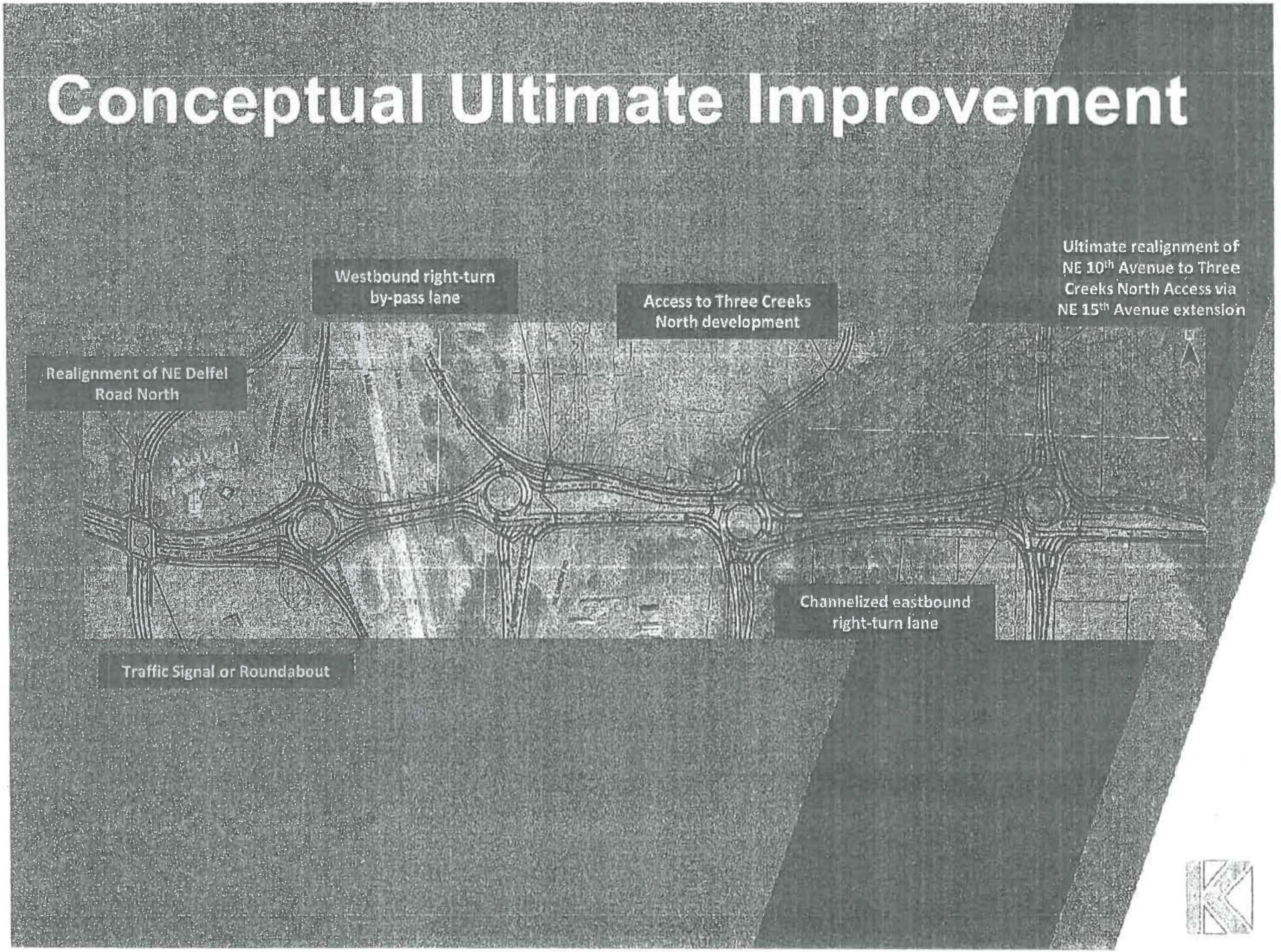
Area to be improved with WSDOT Interchange Project

Ultimate Improvements

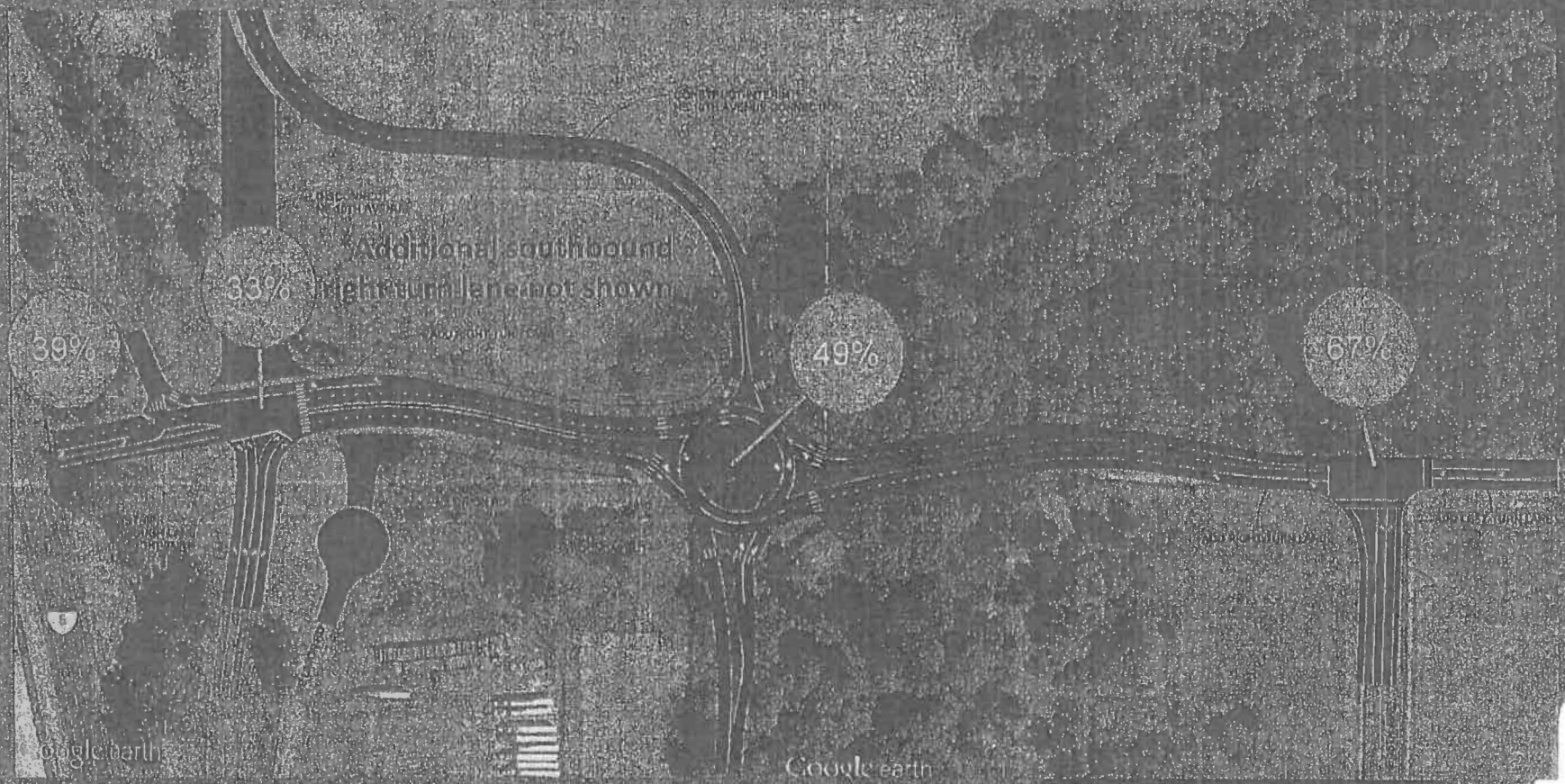
Future 15th Avenue Roundabout & 4-5 Lane 179th Street

Extra slides for Questions (if needed)

Conceptual Ultimate Improvement



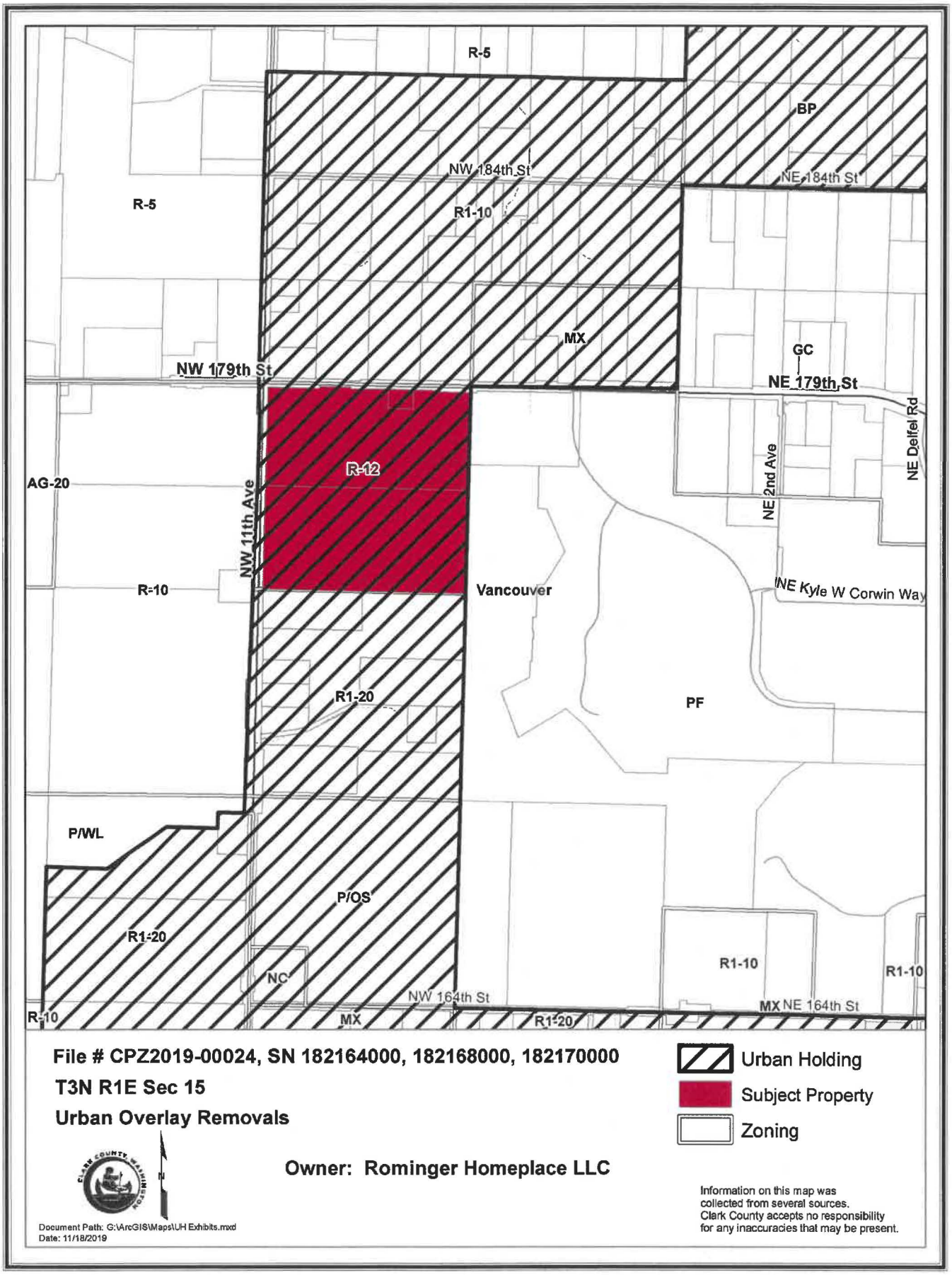
Interim Improvements:
AM Peak Hour %of Capacity Utilized



Recommended Mitigations

Project	Phase	Recommended Mitigation on NE 179th Street between NE Delfel Road (North) and NE 15th Avenue
Killian Pacific/Three Creeks Master Plan	60,000 Sq. Ft. Retail (DA Approved Phase 1)	No mitigation required, proceed as previously approved.
	Three Creeks North Phase 1 (up to 200 single family detached homes and 326 apartment units)	1) NE 15th Avenue/NE 179th Street intersection: construct an eastbound right-turn lane with a right-turn signal overlap While not required for concurrency, consider voluntary improvements to terminate Union Road connection to NE 179th Street
	Phase 2 NE 179th Street Commercial Center (DA Approved Phase 2)	1) Construction of a new multi-lane roundabout on NE 179th Street (with separate southbound right-turn lane) approximately midway between NE 15th Avenue and the I-5 Northbound off-ramp (NE 12th Avenue) 2) Elimination of the existing NE 10th Avenue connection to NE 179th Street aligned with the I-5 Northbound off-ramp (Refer to Figure 4) 3) Temporary extension of NE 10th Avenue to the new NE 12th Avenue multilane roundabout (forming the north approach to the roundabout) a. This change allows for re-routing the existing NE 10th Avenue trips on an interim basis, creating capacity at the I-5 Northbound off-ramp/NE 179th Street intersection b. In the alternative, the temporary NE 10th Avenue extension would be unnecessary if NE 15th Avenue is first extended from NE 179th Street to NE 10th Avenue. Should NE 15th Avenue be constructed first, the north approach of the new NE 12th Avenue roundabout would be operated as a local street connection to serve properties between the NE 15th Avenue extension and NE 179th Street.
Mill Creek PUD	PUD Buildout (606 single family homes and 90 townhomes)	
Hinton Property	129 single family homes	4) Reconfiguration of the I-5 Northbound off-ramp/NE 179th Street intersection to provide: a. two northbound left-turn lanes and two northbound right-turn lanes; and b. two westbound through lanes and a separate westbound right-turn lane to the I-5 northbound on-ramp
Wollam Property	220 single family homes	5) Widening of NE 179th Street to provide two westbound and two eastbound through travel lanes between the I-5 Northbound off-ramp/NE 179th Street intersection and the new NE 12th Avenue roundabout 6) Termination of Union Road south of NE 179th Street through provision of alternative access for properties along Union Road south of NE 179th Street. 7) Widening of NE 179th Street between the new NE 12th Avenue roundabout and NE 15th Avenue to provide: a. two eastbound through travel lanes through the NE 12th Avenue roundabout, with the second eastbound lane becoming an interim right-turn drop lane at NE 15th Avenue; and b. one westbound through lane at NE 15th Avenue that opens to two westbound through travel lanes approaching the NE 12th Avenue roundabout. 8) Modification of the NE 15th Avenue/NE 179th Street intersection: construct a westbound left-turn lane

Exhibit 10


R-5
BP
NW 184th St
NE 184th St
R-5
R1-10
MX
GC
NW 179th St
NE 179th St
NE Delfel Rd
NE 2nd Ave
R-12
AG-20
NW 11th Ave
R-10
Vancouver
NE Kyle W Corwin Way
R1-20
PF
P/WL
P/OS
R1-20
NC
R1-10
R1-10
NW 164th St
MX NE 164th St
R-10
MX
R1-20
File # CPZ2019-00024, SN 182164000, 182168000, 182170000
T3N R1E Sec 15
Urban Overlay Removals
Owner: Rominger Homeplace LLC
Urban Holding
Subject Property
Zoning
Information on this map was collected from several sources. Clark County accepts no responsibility for any inaccuracies that may be present.
Document Path: G:\ArcGIS\Maps\UH Exhibits.mxd
Date: 11/18/2019

RESOLUTION NO. 2019-08-05

A Resolution of the Clark County Council selecting a financing plan for public infrastructure in the vicinity of NE 179th Street and authorizing entry into Developer Agreements between Clark County and the following owners and developers of real property in the vicinity of NE 179th Street (hereinafter referred to collectively as the "Developers"):

(1) MILL CREEK JV, LLC; WILFRED N ZILKE FAMILY TRUST; WILFORD ZILKE AND MARJORIE ZIELKE, husband and wife; GARY WEBB TRUST; and BIRCHWOOD FARMS, LLC (hereinafter referred to as "Holt");

(2) ROMINGER HOMEPLACE, LLC , a Washington limited liability company, and BTMC, LLC, a Washington limited liability company (hereinafter referred to as the "Wollam"); and

(3) M & H WASHINGTON PROPERTY, LLC, a Washington limited liability company, and HINTON DEVELOPMENT CORP, a Washington corporation (hereinafter referred to as "Hinton");

(4) THREE CREEKS-MUMFORD LLC, a Washington limited liability company; THREE CREEKS NORTH LLC, a Washington limited liability company; and THREE CREEKS INVESTORS LLC, a Washington limited liability company (hereinafter referred to collectively as "Killian") regarding an amendment to previously approved development agreements with Killian.

WHEREAS, Developers own and seek to develop certain parcels of real property in the vicinity of NE 179th Street and Interstate 5, much of which is currently subject to an urban holding overlay pursuant to Clark County's 20-Year Comprehensive Growth Management Plan 2015-2035; and

WHEREAS, Clark County's Comprehensive Plan requires that prior to lifting the urban holding designation in the 179th Street/I-5 Interchange Area, the Council must determine that the completion of localized critical links and intersection improvements are reasonably funded, as shown on the County's 6-Year Transportation Improvement Plan or through a development agreement; and

WHEREAS, Clark County intends to fund the necessary improvements by selecting a public financing option and entering into Developer Agreements with Developers that will become effective upon the Council's adoption of a future ordinance finding that the relevant localized critical links and intersection improvements are reasonably funded and amending the Comprehensive Plan to remove the urban holding overlay for Developers' property; and

WHEREAS, RCW 36.70B.170 through .210 authorize the County to enter into Developer Agreements with persons or entities having ownership or control of real property within the County; and

WHEREAS, the Developers own and intend to develop certain real property in the vicinity of NE 179th Street, described in the proposed Development Agreements attached hereto as *Exhibit A*, which property is located in Clark County, Washington; and

WHEREAS, at the direction of the Clark County Council, County staff has worked with the Owners to prepare the proposed Developer Agreements, which detail an exchange of valuable consideration; and

WHEREAS, at the direction of the Clark County Council, County staff has prepared a range of public financing options to fund a portion of the localized critical links and intersection improvements in the vicinity of NE 179th Street; and

WHERAS, the Clark County Council prefers and selects the public financing option number eight (8) set forth in *Exhibit B*, which will require future Council action to implement; and

WHEREAS, the Council considered this matter at a duly-advertised public hearing; and

WHEREAS, the Council concluded that approval of the proposed Developer Agreements (set forth in *Exhibit A*) and public financing option number eight (8) (set forth in *Exhibit B*) will further the public welfare; now therefore,

THE BOARD OF COUNTY COUNCILORS OF CLARK COUNTY, STATE OF WASHINGTON, HEREBY RESOLVE AS FOLLOWS:

1. The Clark County Council approves the Developer Agreements set forth in *Exhibit A* between Clark County, Washington, and Holt, Killian, Wollam, and Hinton, the infrastructure financing portions of which will become effective upon the Council's future adoption of an ordinance finding that the relevant localized critical links and intersection improvements are reasonably funded, and amending the Comprehensive Plan to remove the urban holding overlay for Developers' property.

2. The Clark County Council selects the public financing option number eight (8) set forth in *Exhibit B*, which will require future Council action to implement.

ADOPTED this 20th day of August, 2019.

COUNTY COUNCIL
CLARK COUNTY, WASHINGTON

Attest:

Clerk to the Board

By: Eileen Quiring
Eileen Quiring, Chair

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

By: _____
Temple Lentz, District 1

Taylor Hallvik
Deputy Prosecuting Attorney

By: _____
Julie Olson, District 2

By: _____
John Blom, District 3

By: _____
Gary Medvigy, District 4

RETURN ADDRESS

Clark County Council

Please print neatly or type information

Document Title(s)

Development Agreement

Reference Numbers(s) of related documents:

Resolution 2019-08-05

Additional Reference #'s on page ____

Grantor(s) (Last, First and Middle Initial)

Rominger Homeplace, LLC BTMC, LLC

Additional grantors on page ___

Grantee(s) (Last, First and Middle Initial)

Clark County

Additional grantees on page ___

Legal Description (abbreviated form: i.e. lot, block plat or section, township, range, quarter/quarter)

NW quarter of NW quarter of Sec. 15, Township 3 North

Additional legal is on page 14

Assessor's Property Tax Parcel/Account Number

182170-000 182164-000 182168-000

Additional parcel #'s on page ___

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Rebecca Messinger

Signature of Requesting Party

AFTER RECORDING RETURN TO:
Jordan Ramis PC
Attn: James D. Howsley
1499 S.E. Tech Center Place, Suite 380
Vancouver, WA 98683

Space above for recording information only.

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (this "Agreement") is entered into by and between CLARK COUNTY, a political subdivision of the State of Washington (the "County") and ROMINGER HOMEPLACE, LLC ("Owner"), a Washington limited liability company, and BTMC, LLC ("Wollam"), a Washington limited liability company,) on this 3rd day of Sept., 2019.

RECITALS

A. Owner owns certain parcels of real property in unincorporated Clark County Washington (APNs 182170000, 182164000 and 182168000) totaling approximately 38.64 acres, which are more particularly described in Exhibit A, which is attached hereto and incorporated by reference herein (together, the "Property"). Wollam has authority over and development control over the Property.

B. Clark County's 20-Year Comprehensive Growth Management Plan 2015-2035, as adopted by Ordinance No. 2016-06-12 and most recently amended by Interim Ordinance No. 2019-04-02 ("Comprehensive Plan"), provides that an Urban Holding Overlay Plan Designation and Zone ("UH Overlay") may be applied to property with a specific underlying urban zone when development policies require a legislative action pursuant to the requirements of Clark County Code ("CCC") Section 40.560.010 prior to urban development thereon.

C. The Comprehensive Plan applies the UH Overlay to certain property located within the Vancouver Urban Growth Area within the 179th Street Corridor ("179th Street Corridor"). The Property is within this 179th Street Corridor and is subject to the UH Overlay and a zoning overlay designation of Urban Holding-10 ("UH-10"), with underlying plan and zoning designations of Urban Medium Density Residential ("UM") and Residential ("R-12"), respectively.

D. The Connecting Washington transportation funding package approved by the 2016 Washington Legislature is expected to provide money for the reconstruction of the Interstate 5/179th Interchange during the period from 2023 to 2025.

E. The 179th Street Corridor comprises an area lacking in and requiring transportation improvements.

F. Other owners and developers of properties within the 179th Street Corridor ("Killian", "Hinton", and "Holt", collectively "179th Street Developers"), as specifically depicted and identified in the attached Exhibit F attached hereto and incorporated herein (the "Other 179th Street Developments"), have proposed development agreements and transportation improvement plans that would alleviate the transportation deficiencies within the Corridor and facilitate economic development, provided that the UH Overlay is removed to allow for the underlying urban use to be developed.

G. The County finds that approval and implementation of development agreements related to the 179th Street Developments and removal of the UH Overlay would provide the private share contribution for the needed transportation improvements, including right-of-way and intersection and other improvements, thereby facilitating economic development within the area and its larger region.

H. CCC 40.560.010(I) provides that UH Overlay changes are processed through Type IV processes initiated by the County and consistent with the procedures and criteria under the Comprehensive Plan.

I. Clark County Code ("CCC") 40.560.010.I.1 provides that plan map and rezone amendments removing the UH designation must be consistent with the procedures and criteria set forth in the Clark County 20-Year Comprehensive Growth Management Plan 2015-2035, ("Comprehensive Plan"). The Comprehensive Plan provides that to remove the UH overlay, the County must determine that the completion of localized critical links and intersection improvements are reasonably funded as shown on the County's 6-Year Transportation Improvement Plan or through a development agreement.

J. Pursuant to RCW 36.70B.170(1), any local government of the state of Washington is authorized to enter into a development agreement with any owner of real property within its jurisdiction setting forth the development standards that will apply to and govern and vest the development, use and mitigation of the development of the real property during the specified term of the agreement.

K. The County has determined that the proposed mitigation contained within this Agreement, will satisfy the Comprehensive Plan criteria requiring reasonable funding for the completion of localized critical links and intersection improvements, and therefore the UH Overlay will be removed from this Property.

L. The Developer has also proposed a Conceptual Plan for development of the Property, as depicted on Exhibit B and specifically described in Exhibit C, which are both attached hereto and incorporated herein. The Conceptual Plan shows proposed public trails within the development and enhanced pedestrian access to anticipated public transportation corridors and external properties.

M. The Parties desire to provide long-term predictability to both Developer and the County on various development issues through the implementation of this Agreement and its attendant Conceptual Plan. The Parties desire to plan for the development of the Property with advance funding for transportation improvements and predictable infrastructure and regulations.

N. Developer, the County, and the other 179th Developers have collaborated over a number of years through a public-private partnership, to facilitate the implementation of the Comprehensive Plan through the improvement of transportation infrastructure in the area of the 179th Street Corridor. This area faces challenges to development in order to fully implement the Comprehensive Plan, including lack of capacity on existing local roadways and intersections, lack of access to underdeveloped properties, and resulting traffic safety problems. Each Party has dedicated significant resources to planning for that area, which provides a gateway to development of currently underutilized land in the 179th Street Corridor. It is necessary for the Parties to complete certain planning efforts in the area, so that public and private funding will be available to complete the needed infrastructure, and that development of the infrastructure can go forward. Completion of certain intersections and other transportation links in the area will further implement the Comprehensive Plan and allow certain properties to develop, thereby generating further resources for more transportation improvements, and addressing the continuing harm to the public because of the problems and challenges listed above. This Agreement will document the completion of planning relevant to the subject Property, Developer's contributions to the completion of certain infrastructure in the area, and the County's assurances that Developer may proceed as set forth herein.

O. Developer's traffic engineer has prepared trip generation and distribution information based on the expected development of the Property in accordance with the Conceptual Plan (Exhibits B and C), and a copy of the trip generation estimates is attached hereto and incorporated herein as Exhibit E.

P. This Agreement addresses the Comprehensive Plan criteria to remove the UH plan and zoning overlays from the Property and includes Developer's agreement to satisfy the criteria through the construction of or reasonable funding of the mitigation measures, including the critical links and intersections, identified in Exhibit D, which is attached hereto and incorporated herein.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

Section 1. Development Agreement. This Development Agreement is 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 its execution by the Parties.

Section 2. Effective Date; Term of Agreement. The Effective Date of this Agreement is the later of the following: (1) the date ten (10) days after the day of the County's approval by ordinance or resolution determining that the completion of critical links and infrastructure improvements necessary for development of the Property are reasonably funded, following a public hearing as

provided for in RCW 36.70B.170, or (2) the date on which a fully executed version is recorded with the County Auditor. This Agreement will take effect upon the Effective Date and will terminate ten (10) years thereafter, unless extended or terminated by mutual written consent of the Parties.

Section 3. Conceptual Plan.

3.1 Purpose. The Conceptual Plan, attached hereto as Exhibits B and C, provides for design mitigation with additional pedestrian connections not required by the County Code for ease of use for public transportation and additional consideration of trail design within the project. The Conceptual Plan will provide the Parties with predictability regarding certain aspects of the future development of the Property, including access location on to public streets and external properties.

3.2 Preliminary plat approval. Developer's application for preliminary plat approval may be filed and the County will process such applications upon execution of this Agreement. No public hearing or decision will be made on any applications until the County removes the UH designation from the Property.

3.3 Engineering Plans. Concurrently with the County's review of any preliminary plat applications, Developer may submit engineering plans to the County and the County will review those plans in its normal course. If a preliminary plat is approved with design or conditions that are different from concurrently submitted and reviewed final engineering plans, then Developer will resubmit engineering plans that conform to the preliminary plat approvals. Any costs associated with such changes will be the responsibility of Developer. While the County agrees to allow concurrent review of land use applications and final engineering, nothing herein will be construed to require the County to provide expedited review that is different from the County's usual timelines for an application for land use or engineering review.

3.4 UH Designation Removal. No final engineering approval will be granted until the UH designation has been removed from the Property and a preliminary plat application has been approved. The application will be processed as a Type III land use application and reviewed by the County. Any approval criteria not addressed and found satisfied in this Agreement will be subject to the approval criteria in effect when the fully complete application is submitted, and will be addressed during the subdivision application and decision process.

3.5 Vesting. Except as set forth in this Agreement, future development of the Property is subject to the applicable provisions of the Clark County Code as of the Effective Date.

Section 4. Effect on Fees or Charges. As provided for in RCW 36.70B.180, during the term of this Agreement, the development standards provided for in this Agreement will not be subject to unilateral amendment, or amendment to zoning ordinances, development standards, or regulations, or a new zoning ordinance or development standard or regulation adopted after the effective date of this Agreement; provided, however, that except as set forth in Paragraph 6.3 of this Agreement, the vesting granted by this Agreement will not apply to impact fees, taxes, land use or permit application fees, building code provisions, or environmental regulations that do not vest according to Washington State law, which will be vested, determined or calculated consistent with the County's

provisions applicable on the date such fee, charge, or tax is triggered or according to the generally applicable rules for vesting of building code regulations and such environmental regulations. As provided for in RCW 36.70B, the County reserves the right to impose new standards or changes in development regulations to the extent required by a serious threat to public health and safety.

Section 5. Environmental Review. For the purposes of this Agreement, no additional SEPA review is required. Any required project-level SEPA review for development at the Property and subject to this Agreement will be submitted during the preliminary plat application process.

Section 6. Traffic.

6.1 Traffic Study. Kittelson and Associates Transportation Engineers and the County have analyzed the transportation impacts of the full development (based on the conceptual set of future uses and square footages) of the Property as identified in the traffic study and the Conceptual Plan. Based upon this set of uses, the Property at full development will increase the existing number of PM peak hour trips on the transportation system by 325 trips. The trip generation estimates are set forth, attached hereto, and incorporated herein as Exhibit E.

6.2 Anticipated Impacts. Based upon Kittelson's analysis as approved by the County, the future development of the Property will be conditioned upon the mitigation measures and timing of construction as provided for in Exhibit D.. The Property will be vested during the term of this Agreement with 325 PM peak hour and 3,250 average daily trips and no off-site transportation mitigation or analysis, other than that provided for in this Agreement, will be required in conjunction with development of the Property during the term of this Agreement; provided however that in the event Wollam proposes uses or intensities of uses that would cause the total number of PM peak or average daily trips to exceed the number of trips set forth in this Section 6.2, then the County shall require additional transportation analysis and lawful mitigation, according to the standards in effect for all of the proposed uses and/or intensities of uses, and for all of the trips . The transportation vesting provided for in this Section will be subject to the mitigation measures and the timing provided in Exhibit D. Some of the transportation improvements may be on the County's Transportation Capital Facility Plan. Wollam , upon construction of qualifying transportation improvement, will be eligible to apply for TIF Credits, but only if such improvements are eligible for credits under the County's applicable Capital Facilities Plan and TIF programs.

6.3 Traffic Impact Fees; Advance Payment. To increase the County's ability to fund and construct certain transportation improvements in the area that will provide systemic benefits in excess of the impacts that will be created through the implementation of the Conceptual Plan, Developer agrees to accelerate the manner in which Developer or a successor in interest to the Property would pay Transportation Impact Fees ("TIFs"). Developer will pay TIFs associated with the Property based on the TIF rate applicable at the time this Agreement becomes effective. In addition to the payment of TIF, Developer will also pay the Surcharge as described below. Instead of paying TIFs as the time of individual building permits, as it currently provided for by the County's Code, Developer, or its successor in interest, agrees to the following permit application and TIF payment schedule.

a. Developer shall submit a fully complete application for preliminary plat approval of approximately 325 lots prior to February 15, 2020 with a phasing

plan. Assuming Developer receives preliminary plat approval and no appeal is filed, Developer will pay within 30 days of receiving preliminary plat approval the sum of $3,025.00 for each lot receiving preliminary plat approval.

b. Developer shall submit a fully complete application for final plat Phase I approval for 125lots prior to December 31, 2021. Developer shall submit a fully complete application for final plat Phase II approval for 100 lots prior to December 31, 2022. Developer shall submit a fully complete application for final plat Phase III approval for 100 lots by July 15, 2023. If Developer submits an application for final plat approval for all lots, assuming Developer receives final plat approval, Developer will pay $3,025.00 for each lot receiving final plat approval. Developer may alternatively submit an application for final plat approval for the lots in phases. If Developer submits an application for final plat approval for a certain amount of lots in multiple phases, assuming Developer receives final plat approval for those respective phases, Developer will pay $3,025.00 for each lot receiving final plat approval in the respective phase.

c. In addition to the TIF, Developer shall pay an additional surcharge in the amount of $3,500.00 per lot (the "Surcharge") for each building permit for each lot developed on the Property. Developer shall pay the Surcharge at the time of the issuance of the building permit. Developer anticipates applying for building permits following the approvals of each phase as provided in paragraph 6.3(b) above. Regardless of the schedule provided for in Section 6.3.(a)-(b)above, Developer agrees that by December 31, 2023, if the combined amount of TIF and Surcharge already paid by Developer is less than $1,400,000.00, then Developer shall, on or before December 31, 2023, pay to the County the difference between what Developer has paid in combined TIF and Surcharge and $1,400,000.00 (the "Gap Amount"). The Gap Amount will be applied in the future to subsequent preliminary plat, final plat, or building permit applications on the Property as pre-paid TIF or prepaid Surcharge. Nothing in this Agreement limits to $1,400,000.00 Developer's total obligations to pay combined TIF and Surcharge that may arise from the Property's future development approvals.

d. Notwithstanding any other provision of Section 6 of this Agreement relating to timing of the submission of a preliminary plat application or the submission of a final plat application, Developer need not submit any of the applications referenced in Section 6 of this Agreement, if Developer timely makes the payment that otherwise would be due if such application has been submitted and approved. Nothing in this paragraph will be construed to alter the dates upon which such TIF payments will be made to the County as provided for in Section 6 of this Agreement, regardless of whether Developer submits any land use applications.

e. If Developer fails to timely make any payment due pursuant to Section 6 of this Agreement, Developer may not submit, and County may not process, any further land use or permit application relating to development of the Property until all payments then due in accordance with Section 6 have been fully made.

Section 7. Threat to Public Health. Nothing in this Section will preclude the County from requesting information on the potential adverse environmental impacts associated with a specific land use application that have not been previously analyzes as required under SEPA.

MISCELLANEOUS PROVISIONS

Section 8. Recitals. The Recitals contained herein are agreed to be binding obligations on the Parties, as their terms provide.

Section 9. Counterparts. This Agreement may be executed in counterparts; however all signature pages will be recorded together, and the complete recorded Agreement, including Exhibits A-F, will constitute the final instrument.

Section 10. Amendments; Termination. The Parties may agree to any amendments to this Agreement to facilitate necessary infrastructure improvements and other matters; provided, however, that this Agreement may only be amended by mutual, written agreement of the Parties that is approved by the Clark County Council pursuant to a Type IV legislative process as set forth in the Clark County Code. 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.

Section 11. 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; provided, however that traffic congestion is not a serious threat to public health and safety, and that such action will only be taken by legislative act of the Clark County Council after appropriate public process.

Section 12. 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. Developer has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby.

Section 13. Run with the Land. This Agreement will run with the land and be binding on the Parties' successors and assigns, and will be recorded with the Clark County Auditor.

Section 14. Public Hearing. The Clark County Council has approved execution of this Agreement by resolution after a public hearing.

Section 15. 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.

Section 16. 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.

Section 17. Attorneys' Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U. S. Bankruptcy Code) is instituted in connection with any

controversy arising out of this Agreement or to interpret or enforce any rights or obligations hereunder, the prevailing party will be entitled to recover its reasonable attorney fees and costs. . It is understood and agreed that to the extent Clark County prevails in a suit, action or other proceeding relating to this agreement, it will be entitled to recover it's reasonable attorney fees calculated on an hourly basis regardless of whether it is represented by in house counsel and/or outside counsel.

Section 18. Performance. Failure by any Party at any time to require performance by the other Parties of any of the provisions hereof will not affect the Parties' rights hereunder to enforce the same, nor will any waiver by a Party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this clause.

Section 19. Severability. If any portion of this Agreement will be invalid or unenforceable to any extent, the validity of the remaining provisions will not be affected thereby.

Section 20. Inconsistencies. If any provisions of the Clark County Code and land use regulations are deemed inconsistent with this Agreement, the provisions of this Agreement will prevail, excepting the County's reserved authority described above.

Section 21. Survival. Any promise or condition set forth in this Agreement, the full performance of which is not specifically required prior to the expiration or earlier termination but which by its terms is to survive the termination of this Agreement, will survive the expiration or earlier termination of this Agreement and will remain fully enforceable thereafter.

Section 23. No Benefit to Third Parties. The Parties are the only parties to this Agreement and are the only parties entitled to enforce its terms, except as otherwise specifically provided in this Agreement. There are no third-party beneficiaries.

Section 24. Entire Agreement. This Agreement, including its exhibits attached hereto, constitutes the entire agreement between the Parties as to the subject matter.

Section 25. Notices. All notices will be in writing and may be delivered by personal delivery, by overnight courier service, or by deposit in the United States Mail, postage prepaid, as certified mail, return receipt requested, and addressed as follows:

County:	Attn. Shawn Henessee, County Manager PO Box 5000 Vancouver, WA 98666-5000
With a copy to:	Christine Cook or Taylor Hallvik Deputy Prosecuting Attorney 1013 Franklin Street Vancouver, WA 98660

Owner:	Rominger Homeplace, LLC 12112 NW 31st Ave Vancouver, WA 98665
Developer	BTMC, LLC Terry Wollam, Jr. 7701 NE Greenwood Dr, Ste 100 Vancouver, WA 98662
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.

Section 26. 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 ventures, or any other similar relationship between the Parties.

Section 27. 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.

Rominger Homeplace, LLC

By: _____ Date: 9-3-'19
Its: Signing on behalf of

BTMC, LLC

By: Terry Wollam _____ Date: 9-3-'19
Its: Managing Member

Clark County

By: _____ Date: 9-3-19
Shawn Henessee
Its: County Manager

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

By: _____
Christine Cook
Deputy Prosecuting Attorney

State of Washington)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that Terry Wollam is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Rep. on behalf of ~~(title) of~~ Rominger Homeplace, LLC (company) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: Sept. 3, 2019

REBECCA L MESSINGER
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION NUMBER 3715
COMMISSION EXPIRES APRIL 26, 2021

Rebecca L. Messinger
Signature
My Commission Expires: 4/26/21

State of Washington)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that Terry Wollam is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the managing member (title) of BTMC, LLC (company) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: Sept. 3, 2019

REBECCA L MESSINGER
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION NUMBER 3715
COMMISSION EXPIRES APRIL 26, 2021

Rebecca L. Messinger
Signature
My Commission Expires: 4/26/21

State of Washington)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that Shawn Henessee is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the County Manager (title) of Clark County (company) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: Sept. 3, 2019

REBECCA L MESSINGER
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION NUMBER 3715
COMMISSION EXPIRES APRIL 26, 2021

Rebecca L. Messinger
Signature
My Commission Expires: 4/26/21

EXHIBIT INDEX

EXHIBIT A – LEGAL DESCRIPTIONS
EXHIBIT B – CONCEPTUAL PLAN DEPICTION
EXHIBIT C – CONCEPTUAL PLAN NARRATIVE
EXHIBIT D – MITIGATION MEASURES AND TIMING OF CONSTRUCTION
EXHIBIT E – TRIP GENERATION ESTIMATES
EXHIBIT F – OTHER 179TH STREET DEVELOPMENTS

EXHIBIT A

Parcel I: APN: 182164-000

The South half of the following described real property:

The Northwest quarter of the Northwest quarter of Section Fifteen (15), Township Three (3) North, Range One (1) East of the Willamette Meridian;

EXCEPT right of way granted to Clark County, Washington, under auditor's file 64126 and G298128, of records of said county.

EXCEPT County or public roads; and

Parcel II: APN: 182168-000

The North half of the following described real property:

The Northwest quarter of the Northwest quarter of Section Fifteen (15), Township Three (3) North, Range One (1) East of the Willamette Meridian;

EXCEPT the following described property:

Beginning at a point 368.0 West from the Northeast corner of the Northwest quart of the Northwest quarter of Section 15, Township 3, North Range 1 East of the Willamette Meridian; running thence West 160 feet; then South 150 fee; thence East 160 feet; then North 150 feet.

EXCEPT right of way granted to Clark County, Washington, under auditor's file numbers F64126 and G297884, Records of said county.

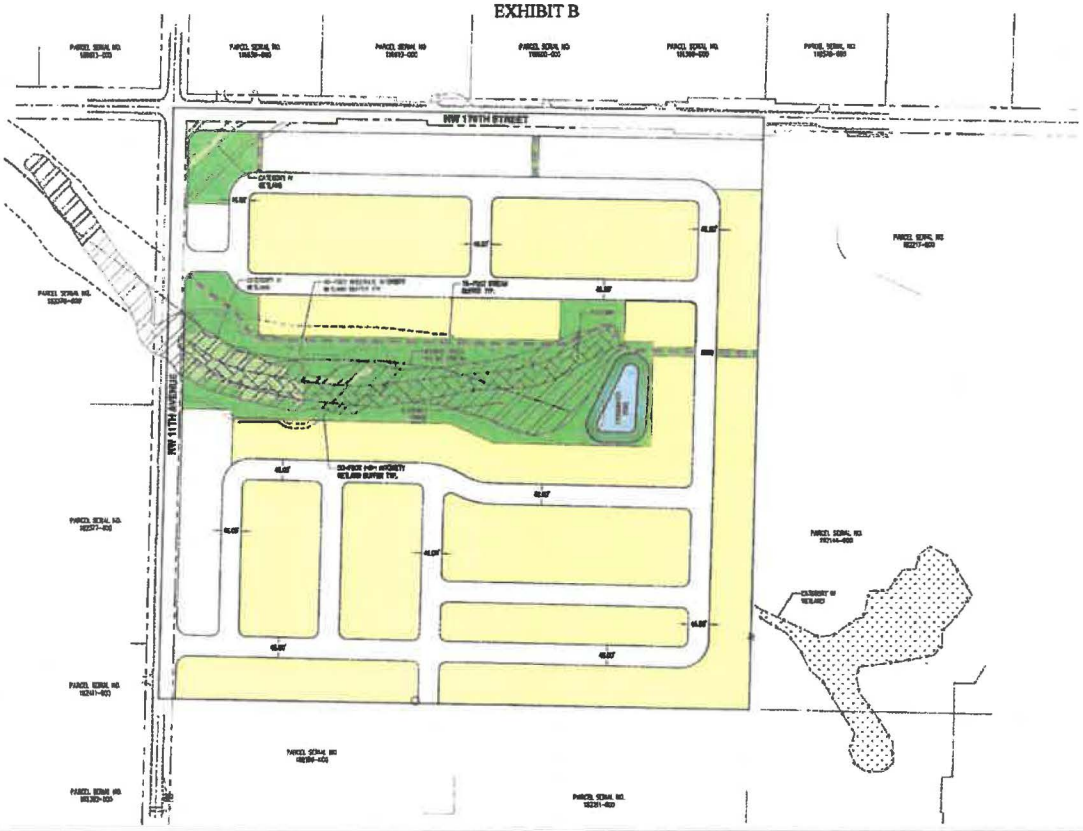
EXCEPT County or public roads.

Parcel III: 182170-000

Beginning at a point 368.0 West from the Northeast corner of the Northwest quart of the Northwest quarter Section of 15, Township 3, North Range 1 East of the Willamette Meridian; running thence West 160 feet; thence South 150 feet; thence East 160 feet; thence North 150 feet.

EXCEPT County or public roads.

EXHIBIT B



LEGEND

NOTES:

1. ALL WETLAND AND CREEK LINE WERE FLAGGED BY [illegible] AND SURVEYED BY AKS ENGINEERING & FORESTRY, LLC.
2. 150 LINEAR FEET OF 40-FOOT WETLAND BUFFER IS REQUIRED FOR [illegible] WETLAND. REDUCED TO 40-FOOT AVERAGE WITH 30-FOOT MINIMUM WIDTH WITH ENHANCEMENT.
3. 50-FOOT BUFFER REQUIRED FOR [illegible] WETLAND. REDUCED TO 40-FOOT AVERAGE WITH 30-FOOT MINIMUM WIDTH WITH ENHANCEMENT.
4. 50-FOOT BUFFER REQUIRED FOR [illegible] WETLAND. REDUCED TO 40-FOOT AVERAGE WITH 30-FOOT MINIMUM WIDTH WITH ENHANCEMENT.

LOTS:

	DIMENSIONS	AREA
35' WIDE DETACHED:	35'x72'	2,520
50' WIDE DUPLEX:	50'x72'	4,320

SIZES SHOWN ARE MINIMUMS FOR EACH LOT TYPE. ALL CORNER LOTS ARE LARGER.

DENSITY CALCULATIONS (ZONE R-12)

GROSS AREA:	1,238,364 SF (28.44 AC)
DEDICATIONS:	-63,422 SF (1.46 AC)
CRITICAL AREAS:	-304,992 SF (6.30 AC)
NET AREA:	1,070,950 SF (24.59 AC)

MINIMUM UNITS ALLOWED (24.59 AC x 9 UNITS/AC): 221
MAXIMUM UNITS ALLOWED (24.59 AC x 12 UNITS/AC): 295

AKS ENGINEERING & FORESTRY, LLC
ENGINEERING • SURVEYING • NATURAL RESOURCES
FORESTRY • PLANNING • LANDSCAPE ARCHITECTURE

DEVELOPMENT CONCEPT

NE 179TH STREET SUBDIVISION

WOLLAM & ASSOCIATES
CLARK COUNTY, WASHINGTON

EXHIBIT C

Conceptual Plan Narrative

- The project contemplates approximately 325 single family residential lots consistent with the Development Agreement and Exhibit E
- This project will conform to the Urban Medium Residential R-12 zoning and Clark County Development Code with a mix of detached and attached single family housing products
- The Clark County Fairgrounds, Sunlight Supply Amphitheater, Fairgrounds Community Park, and Whipple Creek Regional Park are located either adjacent or in the nearby vicinity and the development contemplates a trail to connect with these existing amenities and provide potential for further continuation of additional of a trail off site.
- The project contemplates a trail running across in an west to east direction across the Property to connect with the Fairgrounds Property on the Property's eastern boundary
- The trail will have a dedicated pathway and will provide direct access to the NW 11th Avenue a public street
- The project also contemplates additional pedestrian pathways between the development and NW 179th Street which are currently not required by the Clark County Development Code
- The development will not take direct access onto NW 179th Street, but will take its access for the subdivision viw two locations on NW 11th Avenue
- The Development will provide for future connections via stubbed public streets and necessary dedications

EXHIBIT D

Mitigation Measures and Timing of Construction

Development of the Wollam Property presumes several planned transportation improvements will be constructed or deemed reasonably funded within six years along the NE 179th Street corridor which the Developer will be contributing financially towards. The assumed improvements include:

1. Completion of NE 10th Avenue between NE 154th Street and NE 164th Street (currently under construction by Clark County)

2. Reconfiguration of the I-5 Northbound off-ramp/NE 179th Street intersection to provide:
   - Two northbound left-turn lands and two northbound right turn lanes; and
   - Two westbound through lanes and a separate westbound right-turn lane to the I-5 northbound on ramp

3. Widening and competition of the NE 15th Avenue between NE 179th Street and NE 10th Avenue to an ultimate improvement width (providing two westbound and two eastbound through travel lanes between the I-5 Northbound off-ramp/NE 179th Street intersection and NE 15th Avenue);

4. Construction of a new multi-lane roundabout on NE 179th Street approximately midway between NE 15th Avenue and the I-5 Northbound off-ramp;

5. Construction of a new multi-lane roundabout on NE 179th Street at NE 15th Avenue (replacing the existing traffic signal);

6. Construction of a new multi-lane roundabout on NE 179th Street at NE 15th Avenue and NE 10th Avenue (allowing for termination of the existing NE 10th Avenue connection to NE 179th Street); and

7. Termination of the Union Road at NE 179th Street through provision of alternative access for properties along Union Road south of NE 179th Street

The following improvements will occur in conjunction with site development.

1. Frontage improvements along NE 179th Street to meet the specifications of the County's arterial atlas and road standards.

2. Frontage improvements along NW 11th Avenue to meet the specifications of the County's arterial atlas and road standards.

3. Other conditions of approval as conditioned as part of the subdivision approval process.

EXHIBIT E

Trip Generation Estimates
ITE 10th Edition

Wollam Property Development

Land Use	ITE Code	Size	Weekday Daily	Weekday Am Peak Hour			Weekday PM Peak Hour		
				Total	In	Out	Total	In	Out
Single Family Detached Homes	210	325 Units	3,068	241	60	181	325	205	120
Total Trips			3,068	241	60	181	325	205	120

EXHIBIT F

DATE **7/11/2018**

NE 179TH STREET IMPROVEMENTS

PHASING INTERIM IMPROVEMENTS, SUPPORTING ULTIMATE SOLUTIONS

KITTELSON & ASSOCIATES

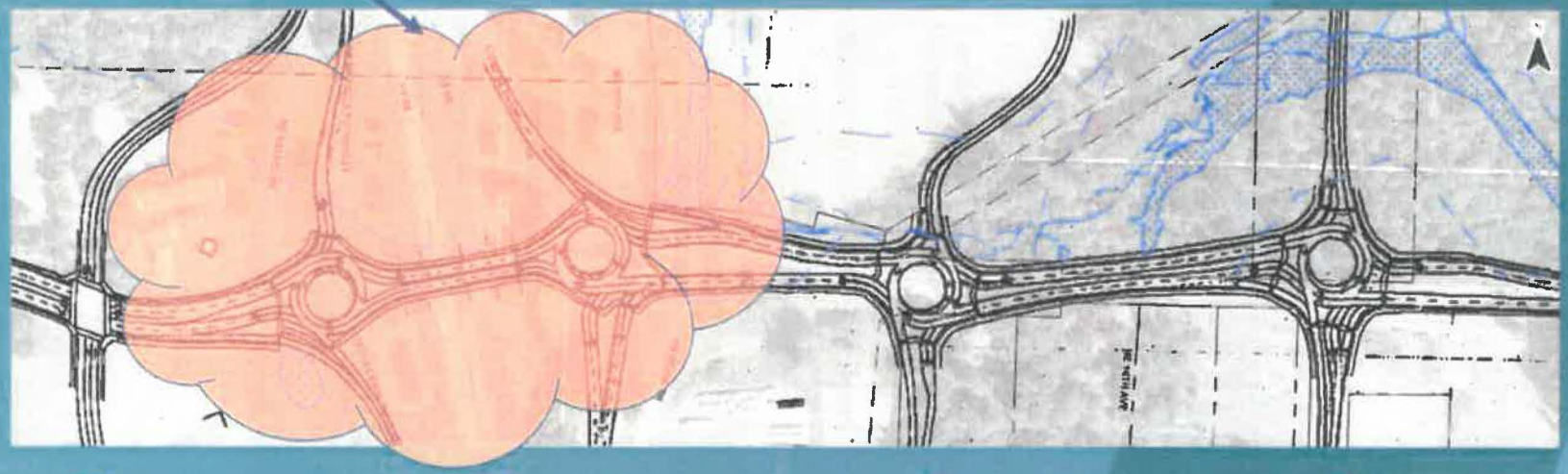
Interchange Vicinity

Development Summary and PM Peak Hour Trips

Project	Assumed Use	PM Peak Hour Trip Generation
Killian Pacific/Three Creeks Master Plan	60,000 Sq. Ft. Retail (DA Approved Phase 1)	425 total
	Three Creeks North Phase 1 (up to 200 single family detached homes and 326 apartment units)	402 total
	Phase 2 NE 179th Street Commercial Center (DA Approved Phase 2)	711 total
Mill Creek PUD	PUD Buildout (606 single family homes and 99 townhomes)	657 total
Hinton Property	129 single family homes	129 total
Wollam Property	220 single family homes	220 total

Potential Ultimate Corridor Improvements

Future WSDOT I-5/179th
Interchange Improvements



Proposed Interim Corridor Improvements

Cost of Interim Mitigations: NE 179th St: I-5 NB Ramp to NE 15th Av*

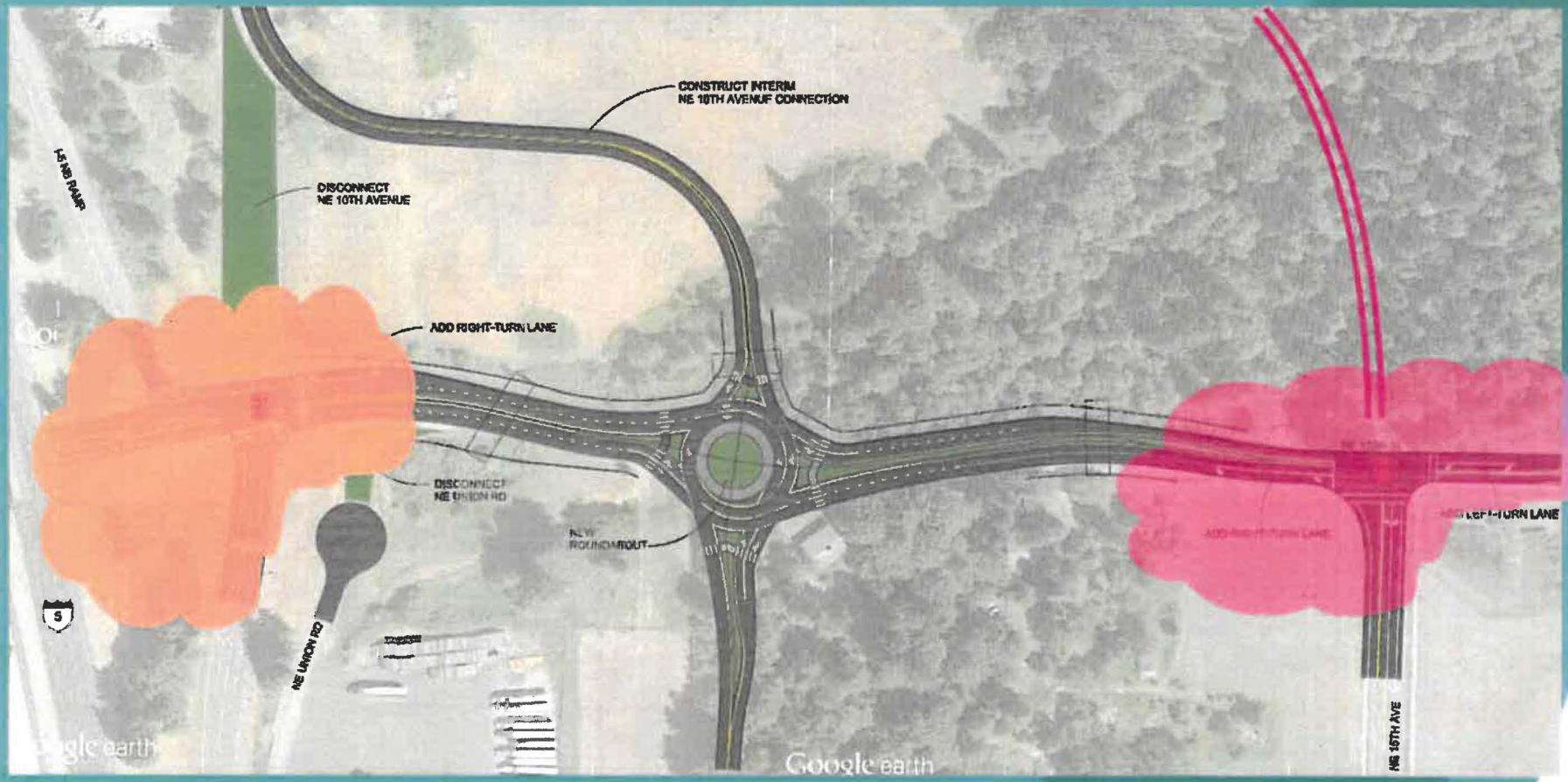
- $20.6 million
  - Widens 179th Street east of I-5
  - Cul-de-sacs 10th Avenue & Union Road
  - Reconstructs I-5 northbound ramp signal
  - Temporary 10th Avenue connection
  - New ultimate 12th Avenue roundabout
  - Adds turn lanes on 179th at 15th Avenue
  - Excludes of right-of-way costs
- Accommodates multiple developments
  - Three Creeks Phase 1 (60,000 sq. ft. retail previously vested)
  - Three Creeks North Master Plan Housing
  - Three Creeks Phase 2 (south retail previously vested)
  - Mill Creek PUD
  - Hinton Property
  - Wollam Property

**Excludes other off-site concurrency requirements*

Interim Improvements:
PM Peak Hour % of Capacity Utilized

Future Queues with Interim Improvements
2020 PM Peak Hour Analysis

Interim Roundabout Compatibility with Long-term Plans



Area to be improved with WSDOT Interchange Project ← Ultimate Improvements → Future 15th Avenue, Roundabout & 4-5 Lane 179th Street

Extra slides for Questions (if needed)

Conceptual Ultimate Improvement

Interim Improvements:
AM Peak Hour %of Capacity Utilized

Recommended Mitigations

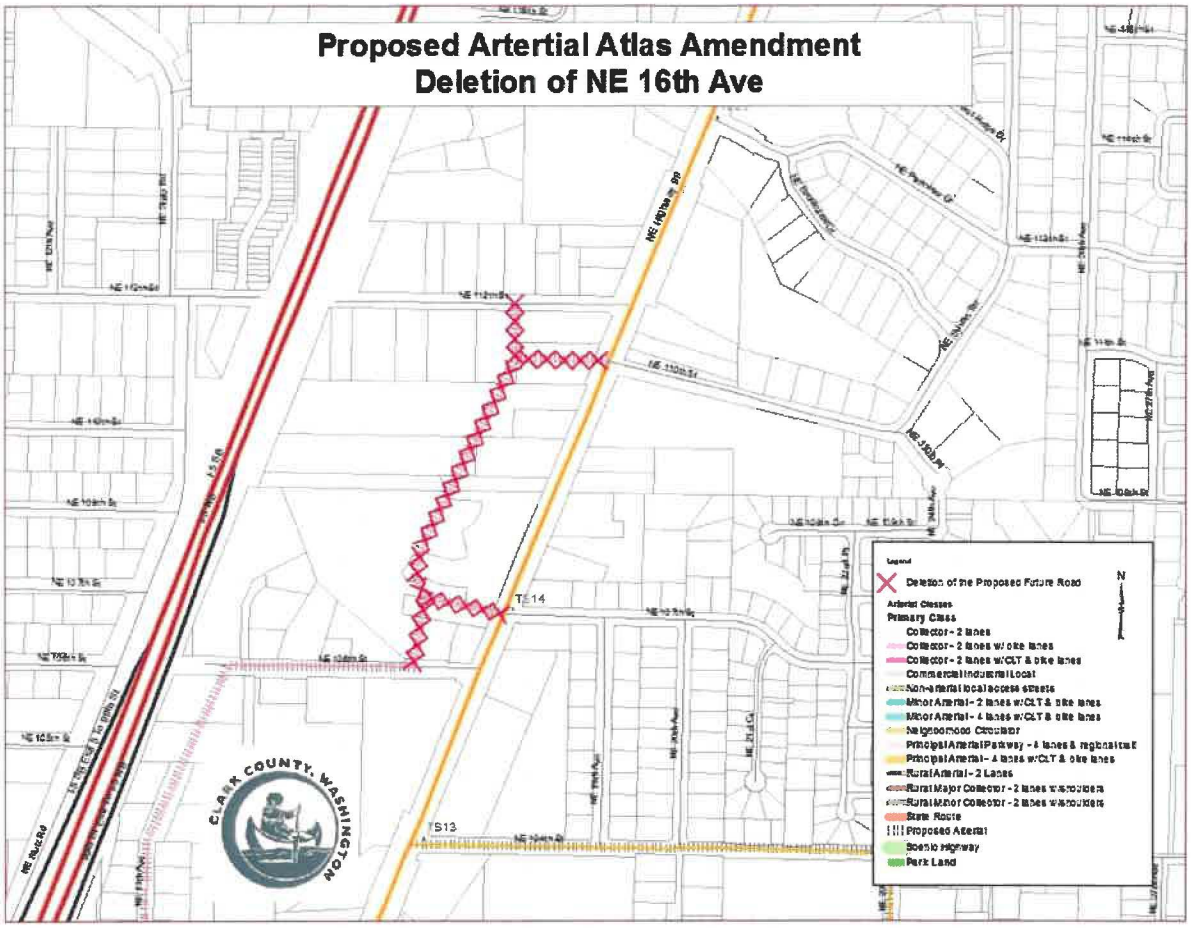
Project	Phase	Recommended Mitigation on NE 179th Street between NE Delfel Road (North) and NE 15th Avenue
Killian Pacific/Three Creeks Master Plan	60,000 Sq. Ft. Retail (DA Approved Phase 1)	No mitigation required, proceed as previously approved.
	Three Creeks North Phase 1 (up to 200 single family detached homes and 326 apartment units)	1) NE 15th Avenue/NE 179th Street intersection: construct an eastbound right-turn lane with a right-turn signal overlap While not required for concurrency, consider voluntary improvements to terminate Union Road connection to NE 179th Street
	Phase 2 NE 179th Street Commercial Center (DA Approved Phase 2)	1) Construction of a new multi-lane roundabout on NE 179th Street (with separate southbound right-turn lane) approximately midway between NE 15th Avenue and the I-5 Northbound off-ramp (NE 12th Avenue) 2) Elimination of the existing NE 10th Avenue connection to NE 179th Street aligned with the I-5 Northbound off-ramp (Refer to Figure 4) 3) Temporary extension of NE 10th Avenue to the new NE 12th Avenue multilane roundabout (forming the north approach to the roundabout) a. This change allows for re-routing the existing NE 10th Avenue trips on an interim basis, creating capacity at the I-5 Northbound off-ramp/NE 179th Street intersection b. In the alternative, the temporary NE 10th Avenue extension would be unnecessary if NE 15th Avenue is first extended from NE 179th Street to NE 10th Avenue. Should NE 15th Avenue be constructed first, the north approach of the new NE 12th Avenue roundabout would be operated as a local street connection to serve properties between the NE 15th Avenue extension and NE 179th Street.
Mill Creek PUD	PUD Buildout (606 single family homes and 99 townhomes)	
Hinton Property	129 single family homes	4) Reconfiguration of the I-5 Northbound off-ramp/NE 179th Street intersection to provide: a. two northbound left-turn lanes and two northbound right-turn lanes; and b. two westbound through lanes and a separate westbound right-turn lane to the I-5 northbound on-ramp 5) Widening of NE 179th Street to provide two westbound and two eastbound through travel lanes between the I-5 Northbound off-ramp/NE 179th Street intersection and the new NE 12th Avenue roundabout 6) Termination of Union Road south of NE 179th Street through provision of alternative access for properties along Union Road south of NE 179th Street 7) Widening of NE 179th Street between the new NE 12th Avenue roundabout and NE 15th Avenue to provide: a. two eastbound through travel lanes through the NE 12th Avenue roundabout, with the second eastbound lane becoming an interim right-turn drop lane at NE 15th Avenue; and b. one westbound through lane at NE 15th Avenue that opens to two westbound through travel lanes approaching the NE 12th Avenue roundabout. 8) Modification of the NE 15th Avenue/NE 179th Street intersection: construct a westbound left-turn lane
Wollam Property	220 single family homes	

Exhibit 11

2020 Transportation Capital Facilities Plan

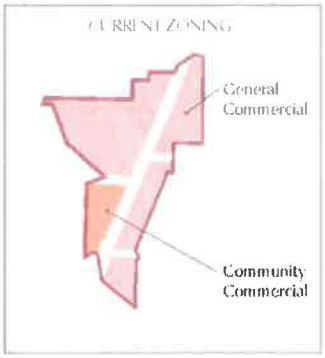
Road	From	To	Total Project Costs
TSO Projects (5)	Various		$ 4,986,000
Highway 99	NE 99th St	Intersection	$ 4,869,000
NE 99th St	NE 94th Ave	NE 117th Ave	$ 15,869,000
NE 10th Ave	NE 149th St	NE 154th St	$ 11,535,000
NE 179th St	NE Delfel Rd	NE 15th Ave	$ 12,367,000
NE 119th St	NE 87th Ave	NE 112th Ave	$ 12,395,000
NE 15th Ave	NE 179th St	NE 10th Ave	$ 15,000,000
NE 72nd Ave	NE 122nd St	NE 133rd St	$ 10,800,000
NE 152nd Ave	Padden Pkwy	NE 99th St	$ 8,100,000
NE 119th St	NE 132nd Ave	Intersection	$ 8,000,000
Ward Road	NE 162nd Ave	NE 172nd Ave	$ 6,000,000
Ward Road	NE 172nd Ave	NE Davis Rd	$ 7,000,000
NE 72nd Ave	NE 133rd St	NE 219th St	$ 9,000,000
Urban Arterial Intersections	Minnehaha Street & NE 17th Avenue		$ 15,000,000
	NE 87th Avenue & NE 63rd Street		
	NE 117th Street & NE Stutz Road		
	NW 36th Avenue & Bliss Road		
	NE 239th Street & NE 92nd Avenue		
NE 172nd Ave	NE Ward Rd	NE 119th St	$ 6,000,000
NE 172nd Ave	NE 18th St	NE 39th St	$ 4,000,000
Salmon Creek Avenue	WSU Enterance	West of 50th Ave	$ 18,062,000
NW Lakeshore Ave	NW 78th St	NW 109th St	$ 15,000,000
NE 179th St.	NE 15th Ave	NE 50th Ave	$ 48,690,000
NW 179th St.	NW 11th Ave	Delfel Rd.	$ 27,480,000
NE 10th Ave.	NE 164th St.	Ampitheater Enterance	$ 7,130,000
NW 11th Ave.	NW 139th St.	NW 149th St.	$ 13,640,000
Delfel Rd.	NE 179th St.	NE 189th St.	$ 15,000,000
NE 137th/132nd Ave	NE 99th St.	NE 119th St	$ 20,000,000
NE 99th St	NE 72nd Ave	NE 94th Ave	$ 20,000,000
NE 10th Ave.	NE 139th St.	NE 141st St.	$ 5,000,000
NE 179th St. and 29th Ave Intersection			$ 9,000,000
NE 179th St. and 50th Ave Intersection			$ 6,000,000
Cost of New Projects			**$ 355,923,000**
Partnership Projects			
Road			**Cost**
SCIP Phase 2			$ 17,500,000
NE 182nd Ave @ SR-500[1]			$ 5,600,000
County Cost of Partnership Projects			**$ 23,100,000**
On-Going Programs			
Programs		**Estimated Annual**	**2019-2024 TIP Costs**
Advanced Right-of-Way Program			$ 200,000
Bridge Repair/Rehab			$ 20,886,667
Road Preservation			$ 160,586,667
Rural Road Improvement Program			$ 24,500,000
Sidewalks and ADA			$ 49,680,000
Transportation Safety Imp.			$ 72,000,000
Urban Development Road Prgm			$ 13,316,667
Cost of OGP's			**$ 341,170,000**
TOTAL PROJECT COSTS			**$ 720,193,000**

Exhibit 12

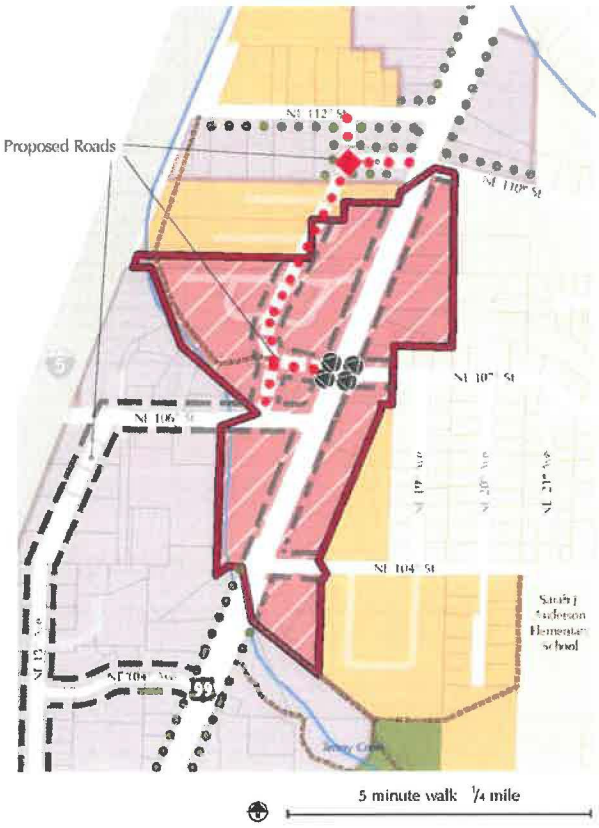

Proposed Artertial Atlas Amendment
Deletion of NE 16th Ave
TS14
TS13
CLARK COUNTY, WASHINGTON
Deletion of the Proposed Future Road
Arterial Classes
Primary Class
Collector - 2 lanes
Collector - 2 lanes w/ bike lanes
Collector - 2 lanes w/CLT & bike lanes
Commercial/Industrial Local
Non-arterial local access streets
Minor Arterial - 2 lanes w/CLT & bike lanes
Minor Arterial - 4 lanes w/CLT & bike lanes
Neighborhood Circulator
Principal Arterial Parkway - 4 lanes & regional trail
Principal Arterial - 4 lanes w/CLT & bike lanes
Rural Arterial - 2 Lanes
Rural Major Collector - 2 lanes w/shoulders
Rural Minor Collector - 2 lanes w/shoulders
State Route
Proposed Arterial
Scenic Highway
Park Land
N

2.1.2 Tenny Creek COMMONS

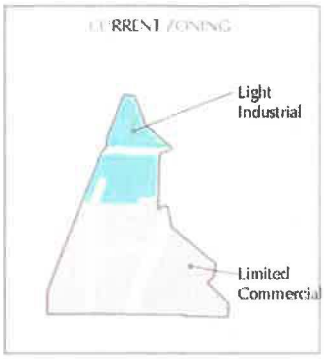
Tenny Creek Commons is envisioned as a compact neighborhood center emphasizing a variety of multifamily uses and supporting small scale retail uses. Redevelopment will be configured to use Tenny Creek as an amenity and provide enhanced environmental conditions.



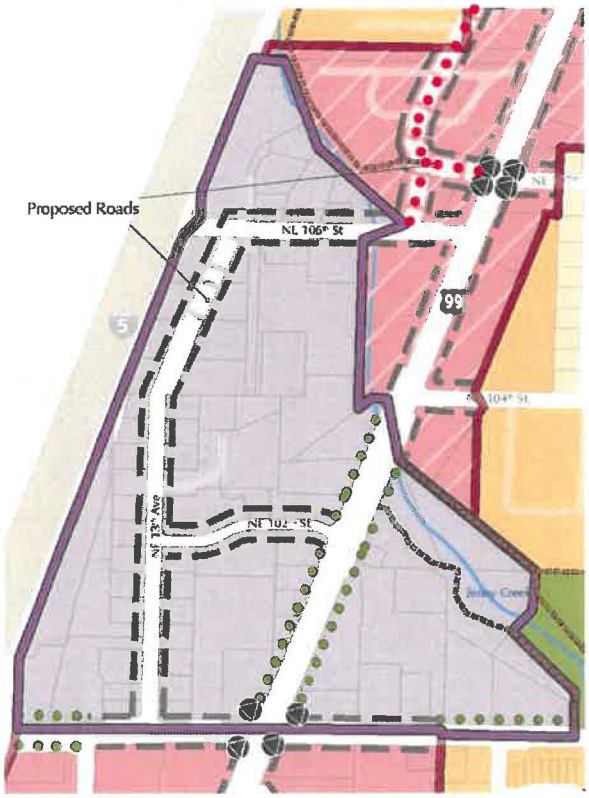
Tenny Creek Commons Overlay



2.2.3 Transitional Area C



Transitional Overlay

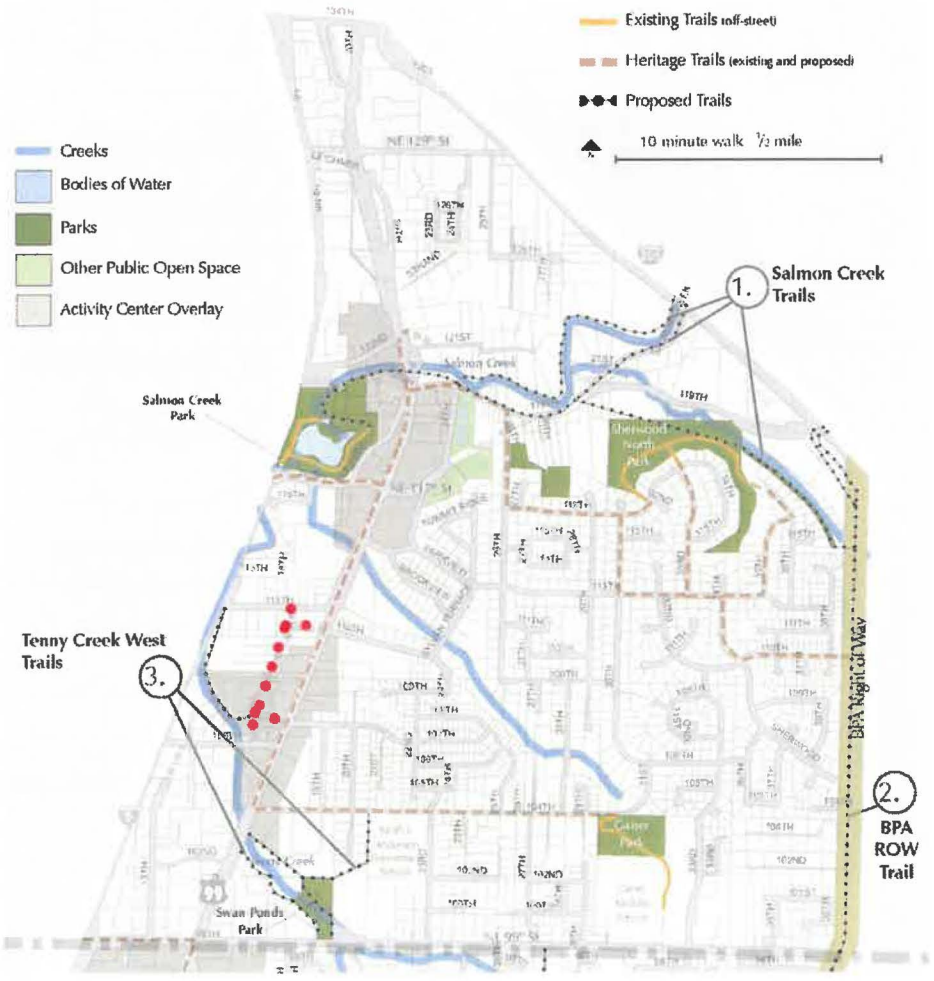


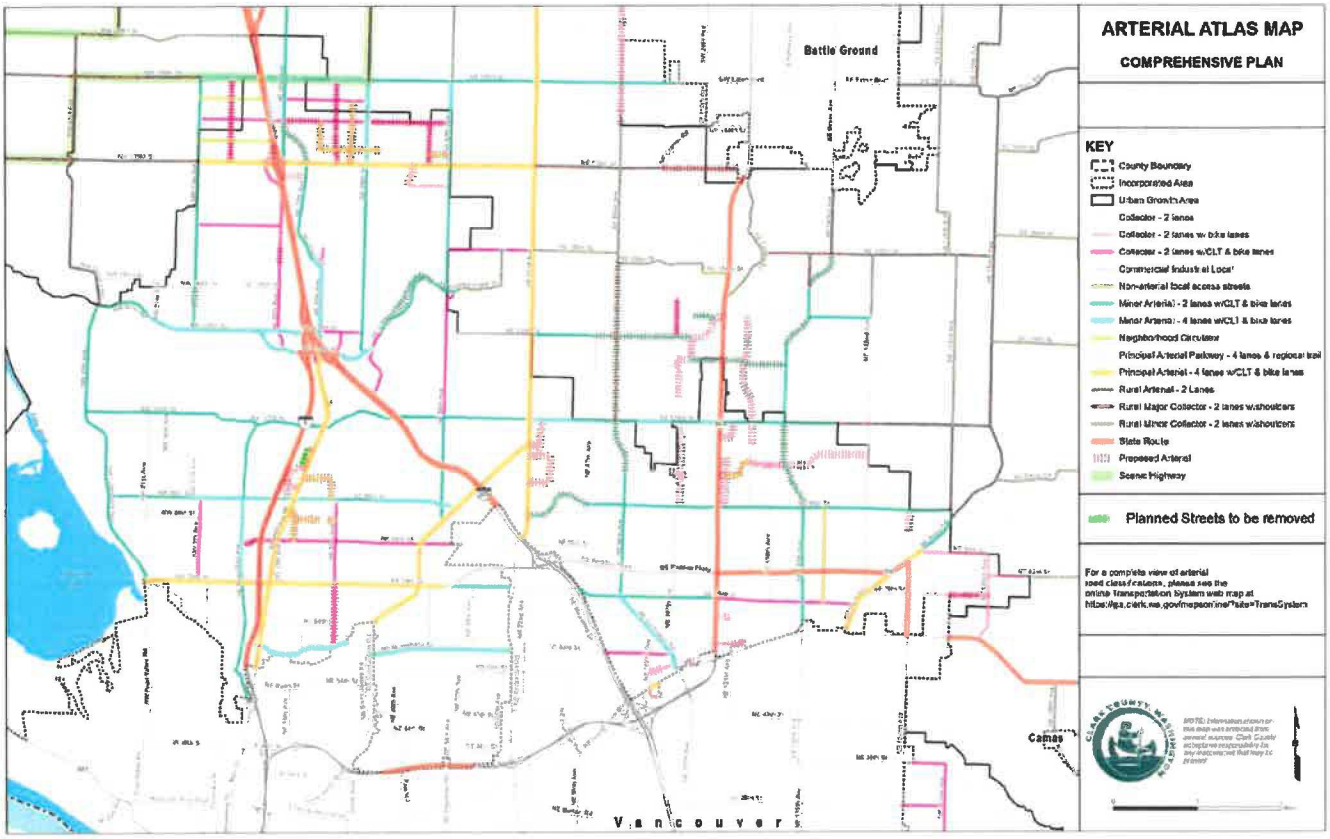
LEGEND

- Transitional Area Overlay
- Mixed-Use Street type
- Landscape Street type
- High Visibility Street Corner
- Internal Connections
- Off-Street Trails (existing & proposed)
- Activity Center 6 Overlay
- Activity Center 4 Overlay
- Single Family Residential
- Multifamily Residential
- Creeks
- Parks
- Planned Roads to be Removed

5 minute walk ¼ mile

Highway 99 Sub-Area Trails: Map A




Battle Ground
Camas
Vancouver
ARTERIAL ATLAS MAP
COMPREHENSIVE PLAN
KEY
County Boundary
Incorporated Area
Urban Growth Area
Collector - 2 lanes
Collector - 2 lanes w bike lanes
Collector - 2 lanes w/CLT & bike lanes
Commercial Industrial Local
Non-arterial local access streets
Minor Arterial - 2 lanes w/CLT & bike lanes
Minor Arterial - 4 lanes w/CLT & bike lanes
Neighborhood Circulator
Principal Arterial Parkway - 4 lanes & regional trail
Principal Arterial - 4 lanes w/CLT & bike lanes
Rural Arterial - 2 Lanes
Rural Major Collector - 2 lanes w/shoulders
Rural Minor Collector - 2 lanes w/shoulders
State Route
Proposed Arterial
Scenic Highway
Planned Streets to be removed
For a complete view of arterial road class/feature, please see the online transportation system web map at https://gis.clark.wa.gov/mapsonline/?site=TransSystem

TRAFFIC IMPACT FEE (TIF) RATES -2020

Traffic Impact Fee Districts	TIF Rates
Hazel Dell	$487
Mount Vista	$930
Orchards	$421
Rural	$352