Clark County Ordinance Report

As Reported by Community Planning Department
On: December 17, 2013

Title: An ordinance amending the 20-Year Growth Management Comprehensive Plan and Zone Map through the 2013 annual reviews and dockets.

Brief Description: An ordinance relating to land use; adopting amendments to the 20-year Comprehensive Growth Management Plan Map; Arterial Atlas Map and Capital Facilities Financial Plan.

Brief History:
PC Worksessions: February 21, May 2, June 6, July 11, and August 8, 2013
PC Hearing: April 18, May 16, June 20, July 25 and September 5, 2013
BOCC Worksessions: February 6, June 19, July 10 and September 18, 2013
BOCC Hearing: July 16, September 24, October 8, and November 19, 2013

DEPARTMENT REPORT

Staff: Oliver Orjiako, ext. 4112; Jose Alvarez ext. 4898
Legal Counsel: Chris Cook, ext. 4775

Background: Amendments to the comprehensive plan and zoning map are submitted for review and subject to review criteria in accordance with the state Growth Management Act, the countywide planning policies, the community framework plan, the goals and policies of the comprehensive plan, the Clark County Code, local city comprehensive plans, applicable capital facility plans, and growth indicators. During five duly advertised public hearings, the 2013 Annual Review and Dockets requests were reviewed by the Clark County Planning Commission, which forwarded its recommendations to the Board. The cases reviewed are as follows: CPZ2013-00001 (NE 47th Ave); CPZ2013-00002 (Ward Rd_NE 172nd Ave); CPZ2013-00003 (NW 36th Lakeshore); CPZ2013-00004 (NE 99th St); CPZ2013-00005 (NE 139th St); CPZ2013-00009 (Fairgrounds); CPZ2013-00013 (NE 50th Ave); CPZ2013-00010 (NE 99th St_SJO); CPZ2013-00011 (NE 139th St._Gaynor); CPZ2013-00012 (NE 10th Ave_Bishop); CPZ2013-00008 (Yacolt UGA). The Board accepted testimony and conducted deliberations at four public hearings on this matter. The adopting ordinance incorporates the findings made by the Board at the public hearings.

Summary of Ordinance: An ordinance relating to land use; adopting amendments to the 20-year Comprehensive Growth Management Plan Map; and amending the Clark County Comprehensive Plan Text, and the Clark County Code Title 40 Unified Development Code.

Appropriation: None.

Fiscal Note: None.

Committee/Task Force Created: None.

Effective Date: This ordinance shall go into effect at 12:01 a.m. on January 1, 2014.

ORDINANCE NO. 2013 -12-20

AN ORDINANCE relating to land use; adopting amendments to the 20-year Comprehensive Growth Management Plan Map and Zoning Map; Arterial Atlas Map; Capital Facilities Financial Plan; and amending the existing Capital Facilities Element of the Clark County 20-year Comprehensive Growth Management Plan.

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

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

WHEREAS, the county needs to 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, hereinafter referred to as "Applicants", owners or parties in interest of the hereinafter described real Property have each requested a 20-Year Comprehensive Growth Management Plan Amendment and Zone Change or correction of mapping errors affecting their property; and

WHEREAS, the Clark County Planning Commission reviewed the applications, docket items, amendments and modifications of the plan text, arterial atlas amendments, capital facilities financial plan and updates of the existing capital facilities plan during duly advertised Public Hearings on April 18, May 16, June 20, September 5, 2013 and has forwarded its recommendations to the Board; and,

WHEREAS, the Board of County Commissioners considered amendment cases CPZ2013-00001 (NE 47th Ave); CPZ2013-00002 (Ward Rd/NE 172nd Ave); CPZ2013-00003 (NW 36TH_Lakeshore); CPZ2013-00004 (NE 99th St.); CPZ2013-00005 (NE 139th St); CPZ2013-00007 (Fifth Plain Creek) CPZ2013-00009 (Fairgrounds); CPZ2013-000013 (NE 50th Ave); CPZ2013-00010 (NE 99th St/SJO); CPZ2013-00011 (NE 139th St/Gaynor); CPZ2013-00012 (NE 10th Ave/Bishop); CPZ2013-00008 (Yacolt UGA); at duly advertised public hearings on July 16, September 24, October 8, and November 19, 2013; and

WHEREAS, the Board of County Commissioners took public testimony from interested parties, considered all the written and oral arguments and testimony, and considered all the comments presented to the Board; and

WHEREAS, the Board of County Commissioners in reviewing all the respective comprehensive plan changes considered cumulative impacts consistent with Clark County Unified Development Code UDC 40.560.010, Plan Amendment Procedural Ordinance and UDC 40.560.010(S), Cumulative impacts, and

WHEREAS, the Board of County Commissioners also considered the staff reports and recommendations of the Clark County Planning Commission; and

WHEREAS, the Board finds that the approved amendments to the 20-year Comprehensive Growth Management Plan Map and Zoning Map; Arterial Atlas Map; Capital Facilities Plan and Capital Facilities Financial Plan comply with all applicable requirements of the Growth

Management Act, the 20-year Comprehensive Growth Plan, and the Clark County Code, and that they are in the best public interest; and

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

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

Section 1. Findings.

The findings and analysis contained in the Clark County Planning Commission's Memorandum dated August 15, August 26, and August 29, 2013, relating to the 2013 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 CPZ2013-00010 NE 99th St/SJO**. Amend the Clark County 20-Year Comprehensive Growth Management Plan Map Designation and corresponding Zoning Map for that certain property, 88 acres in size, located north of the intersection of NE 99th St. and NE 137th Ave from Mixed Use (MX) to Urban low residential (R1-7.5), Urban medium residential (R-18), Community Commercial (C-3) and Light Industrial (BP) as recommended by the Planning Commission and modified by the Board of County Commissioners as indicated on the attached map (Exhibit 1). The Board concluded that Urban low residential (R1-7.5), Urban medium residential (R-18), Community Commercial (C-3) and Light Industrial (BP) zone better implements the applicable Comprehensive Plan policies than the Mixed Use (MX) district subject to the concomitant rezone agreements (Exhibit 1a) offered by the property owner to Clark County. The approval will be effective for each parcel upon receipt and recordation of the concomitant rezone agreement and boundary line adjustment for all parcels. Tax serial numbers 200372000; 200373000; 200306000; 200312000 located in the SE ¼ Section 34, Township 3N, Range 2E and SW1/4 Section 35, Township 3N, Range 2E of the Willamette Meridian.

2. In the matter of **Annual Review item number CPZ2013-00011 NE 139th St/Gaynor**. Amend the Clark County 20-Year Comprehensive Growth Management Plan Map Designation and corresponding Zoning Map for that certain property, 3.82 acres in size, located along NE 139th St. between NE 3rd Ct and Tenney Road from Light Industrial (IL) to Community Commercial (C-3) as recommended by the Planning Commission as indicated on the attached map (Exhibit 2). The Board concluded that Community Commercial (C-3) zone better implements the applicable Comprehensive Plan policies than the Light Industrial (IL) zone. Tax serial number(s) 185402000; located in the SE ¼ Section 22, Township 3N, Range 1E of the Willamette Meridian.

3. In the matter of **Annual Review item number CPZ2013-00012 NE 10th Ave/Bishop**. Amend the Clark County 20-Year Comprehensive Growth Management Plan Map Designation and corresponding Zoning Map for that certain property, 15 acres in size, located NW of the intersection of NE 10th Ave and SR-502 (NE 219th St) from Rural Residential (R-5) to Rural Commercial (CR-1) as recommended by the Planning Commission and modified by the Board of County Commissioners as indicated on the attached map (Exhibit 3). The Board concluded that the Rural Commercial (CR-1) zone

better implements the Comprehensive Plan policies than Rural Residential (R-5). Tax serial number(s) 216896000; 216957000; 216897000; 216956000; located in the SE ¼ of Section 34, Township 4N, Range 1E of the Willamette Meridian.

4. In the matter of **Docket item number CPZ2013-00013 NE 50th Ave**. Amend the Clark County 20-Year Comprehensive Growth Management Plan Map Designation and corresponding Zoning Map to remove the Urban Holding Designation in an area of approximately 200 acres in size, north of the intersection of NE 50th Ave and NE159th St on the following properties as indicated on the attached map. (Exhibit 4). The Board concluded that the criteria for Urban Holding removal have been met. Tax serial number(s) 181683000; 195923000; 195924000; 195925000; 195929000; 195945000; 195945005; 195964000; 195969000; 195994000; 195995000; 195926000; 195930000 located in the SE ¼ of Section 13, Township 3N, Range 1E of the Willamette Meridian.

5. In the matter of **Docket item number CPZ2013-00007 Fifth Plain Creek**. Amend the Clark County 20-Year Comprehensive Growth Management Plan Map Designation and corresponding Zoning Map to remove the Urban Holding Designation and amend the zoning from R1-7.5 to R1-6, R1-10 and R1-20 in an area of approximately 430 acres in size, south of Ward Rd. bordered generally by NE 162nd Ave to the west and 192nd Ave to the east, on the properties listed below and as indicated on the attached map. (Exhibit 5). The Board concluded that the criteria for Urban Holding removal have been met subject to the developer's agreement (Exhibit 5a) offered by the property owners to the County and the zone amendments better implement the applicable comprehensive plan policies. The approval will be effective for each parcel upon receipt and recordation of the Developer's Agreement related to that parcel. Tax serial number(s) below located in the SE ¼ of Section 13, Township 3N, Range 1E of the Willamette Meridian.

   R1-7.5 to R1-6;
   104182000 and western portion of 104170000;

   R1-7.5 to R1-10
   169472000; 169460000; 168641000; 169479000; 169480000; 169480001; 169491000; 168626000; 168619000; 168618000; 168617000; 168620000; 168623000; 168627000; east portion of 168637000; 168638000; 168624000; western portion of 115621192; western and southern portion of 168622000;

   R1-7.5 to R1-20
   115621128; 115621166; 115621126; 115621130; 115621188; 115621182; 115621184; 115621168; 115621156; 115621150; 115621158; 115621152; 115621154; 115621112; 115621170; 115621110; 115621178; 115621122; 115621176; 115621144; 115621146; 115621160; 115621108; 115621174; 115621172; 115621118; 115621120; 115621116; 115621186; 115621138; 115621140; 115621142; 115621180; 115621106; 115621114; 115621164; 115621148; 115621124; 168630000; 115621162; 115621134; 115621136; 115621132; west portion of 168637000; 168638000; 168624000; 168623000; eastern portion of 115621192; northern portion of 168622000; northwest portion of 168620000;

   To remain R1-7.5
   154022000; 154020000; 154024000; 153989000; 153965000; 153958000; 153969000; 154021000; 153954000; 154026000; 153934000; 153971000; 154006000; 153949000; 154022005; 153964000; 153972000; 153970000; 154010000; 154011000; 153959000; 154012000; 154023000; 153933000; 153934010; 154013000; 153934005; 104180000; 153968000; eastern portion of 104170000

6. In the matter of **Docket item number CPZ2013-00008 Yacolt UGA**. Amend the Clark County 20-Year Comprehensive Growth Management Plan Map Designation and corresponding Zoning Map from Rural 10 (R-10) with an Urban Reserve (UR-10) overlay to Light Industrial (ML) zoning and comprehensive plan with Urban Holding (UH-10) overlay for parcels 229659000, 229617000, a 7.5 acre portion of 229643000 and 986031614 and amend from Rural (R-5) with a Urban Reserve (UR-10) overlay to Urban Low comprehensive plan with R1-20 zoning with Urban Holding (UH) overlay for parcels 279225000, 279222000, and 229623000 respectively as recommended by the Planning Commission and as indicated on the attached map (Exhibit 6). The Board concluded that the Town of Yacolt Comprehensive Plan is internally consistent with the adopted Clark County Comprehensive Plan and the expansion of the Urban Growth Boundary to accommodate expected population growth during the planning period. The Town of Yacolt Town Council adopted the Comprehensive Plan update by Resolution # 497 (Exhibit 6a) on August 19, 2013. Tax serial number(s) below located in NE ¼ of Section 20, Township 4N, Range 3E of the Willamette Meridian; SW ¼ of Section 35, Township 5N, Range 3E of the Willamette Meridian; SW ¼ of Section 20, Township 4N, Range 3E of the Willamette Meridian; SE ¼ of Section 34, Township 5N, Range 3E of the Willamette Meridian.

Section 2. Docket Items/Clark County Initiated.

1. The Clark County Comprehensive Growth Management Capital Facilities Financial Plan is hereby amended. In the matter of **Docket item number CPZ2013-00009 Fairgrounds** (Exhibit 7) the Board concluded that the adoption of the amendments to include the cost of the Clark County Fairgrounds Master Plan is in the best interest of the public.

Section 3. Arterial Atlas Amendments

1. In the matter of **Docket item number CPZ20013-00001 NE 47th Avenue** (Exhibit 8) the Board concluded that the proposed amendment to change the classification of NE 47th Ave between NE 78th St and Minnehaha St. from a Collector (C-2cb) to a Local Commercial/Industrial Street was appropriate. Located within Section 12 of Township 2N, Range 1E, of the Willamette Meridian.

2. In the matter of **Docket item number CPZ20013-00002 Ward Road/NE 172nd Ave** (Exhibit 9 and 9a) the Board approved the following amendments to the Arterial Atlas:

   1) Change Ward Rd between NE 88th St and NE 172nd Ave. from a Principal Arterial (Pr4-cb) to a Minor Arterial (M-2cb); 2) Classify Ward Rd from NE 172nd Avenue to NE 119th St as a Rural Major Collector (R-2); 3) Change NE 172nd Ave between Ward Road and NE 99th St from a Rural Major Collector (R-2) to a Minor Arterial (M-2cb); and 4) Delete the future extension of NE 99th St between NE 172nd Ave and Ward Road. Located within Sections 1 & 6 of Township 2N, Range 3E, and Sections 30 & 31 of Township 3N, Range 3E of the Willamette Meridian.

3. In the matter of **Docket item number CPZ20013-00003 NW 36th Ave/Lakeshore** (Exhibit 10) the Board concluded that the proposed amendment to change the classification of NW 36th Ave/Lakeshore Avenue between Bliss Road and NE 78th St from a Principal Arterial (PR-2cb) to a Minor Arterial (M-2cb) was appropriate. Located

within Section 21 of Township 2N, Range 1W, and Sections 20, 29, 32 &33 of Township 3N, Range 1W of the Willamette Meridian.

4. In the matter of **Docket item number CPZ20013-00004 NE 99th St.** (Exhibit 11) the Board concluded that the proposed amendment to change NW/NE 99th St between NW 9th and NE 25th Ave from a Minor Arterial (M-4b) to a Minor Arterial (M-4cb) was appropriate. Located within Sections 2 & 3 of Township 2N, Range 1E, of the Willamette Meridian.

5. In the matter of **Docket item number CPZ20013-00005 NE 139th St.** (Exhibit 12) the Board concluded that the proposed amendment to change the classification of NE 139th St between Tenney Road and NE 20th Ave from a future Minor Arterial (M-4cb) to a Minor Arterial (M-4cb) was appropriate. Located within Sections 26 & 27 of Township 3N, Range 1E, of the Willamette Meridian.

Section 6. Severability.

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

Section 7. Effective Date.

This ordinance shall go into effect at 12:01 a.m. on January 1, 2014.

Section 8. Instructions to Clerk.

The Clerk to the Board shall:

1. Transmit a copy of this ordinance to the Washington State Department of Commerce within ten days of its adoption pursuant to RCW 36.70A.106.

2. Transmit a copy of the adopted ordinance to Clark County Geographic Information Systems (Ken Pearrow GIS Coordinator), to Community Planning Department, and to Community Development Department - Development Services (Debra Weber, Tidemark Data Manager).

3. Transmit a copy of the adopted ordinance to the School District Consortium's representative Marnie Allen at ESD 112, 2500 NE 65th Avenue, Vancouver, WA 98661.

4. Record a copy of this ordinance with the Clark County Auditor.

5. Cause notice of adoption of this ordinance to be published forthwith pursuant to RCW 36.70A.290.

ADOPTED this 17th day of December 2013.

Attest:

BOARD OF COUNTY COMMISSIONERS
FOR CLARK COUNTY, WASHINGTON

Clerk to the Board
Deputy

By: _____
Steve Stuart, Chair

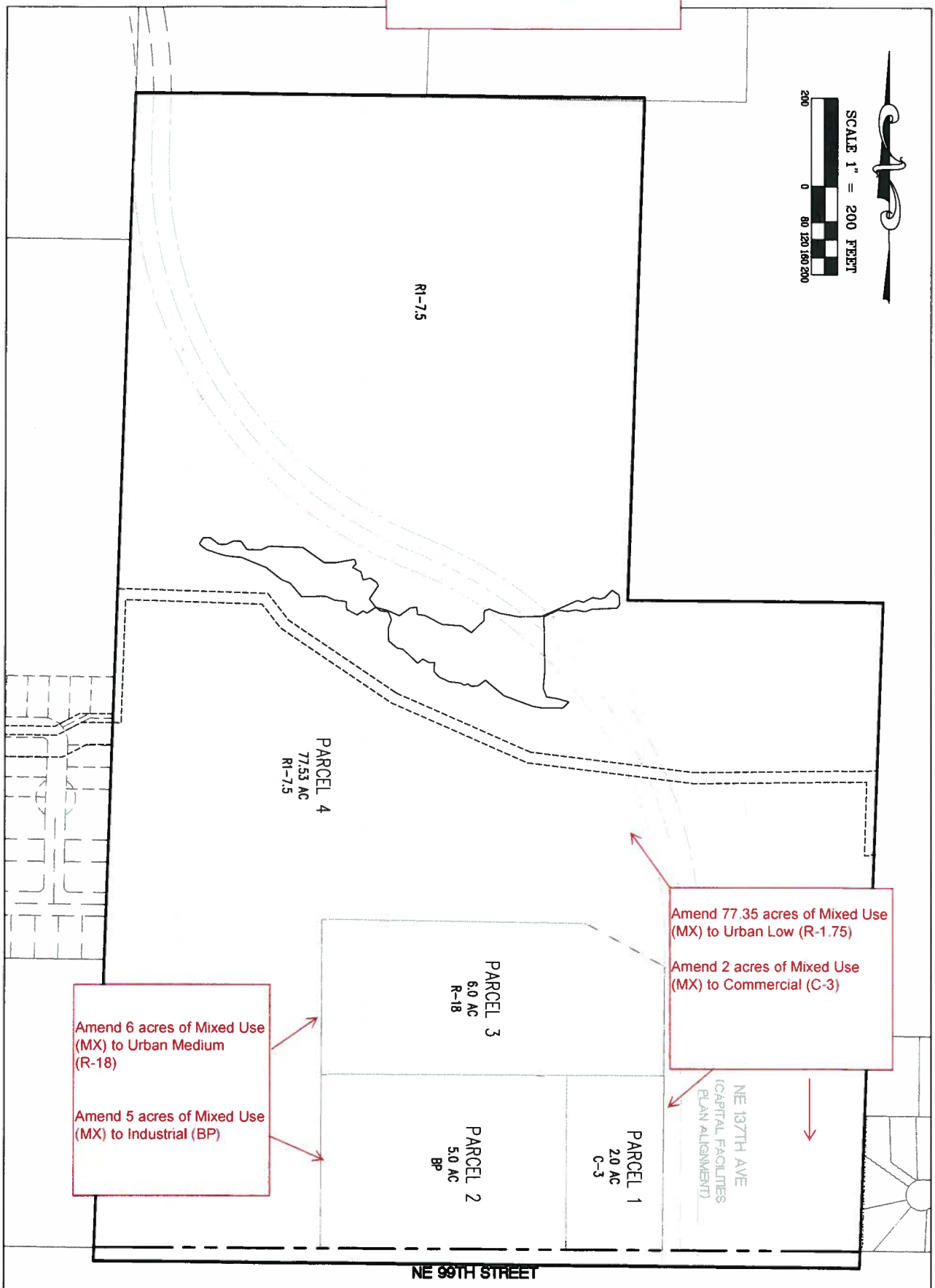
Approved as to Form Only:
Anthony F. Golik
Prosecuting Attorney

By: _____
Christine Cook
Deputy Prosecuting Attorney

By: _____
Tom Mielke, Commissioner

By: _____
David Madore, Commissioner

Exhibit 1



JOB NUMBER 2311 SHEET	PROPOSED BOUNDARY ADJUSTMENT	99TH STREET PROPERTY CLARK COUNTY WASHINGTON	AKS ENGINEERING AND FORESTRY, LLC 9600 NE 126TH AVE SUITE 2520 VANCOUVER, WA 98682 PHONE: 360.882.0419 FAX: 360.882.0426 www.aks-eng.com ENGINEERING · PLANNING · SURVEYING FORESTRY · LANDSCAPE ARCHITECTURE

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

COVENANT REZONE AGREEMENT

An Agreement with and Covenant to Clark County as a part of the rezone of property

RECITALS

WHEREAS, SJO LO 90 B LLC, ("SJO") owns certain real property located in Clark County, Washington, north of NW 99th Street, also known as tax parcels 200372-000, 200373-000, 200306-000 and 200312-000, legally described in Exhibit "A", and incorporated by reference herein, ("the Property"); and

WHEREAS, the County finds that rezoning the Property from Mixed Use (MX) to a combination of zones including Urban Low (R1-7.5), Multi Family (R-18), Business Park (BP) and Commercial (C-3) is in the public interest provided, however, that between six (6) acres and eight and one half (8.5) acres of the Property must be zoned for multi-family use, that two (2) acres of the Property must be zoned for commercial use, and five (5) acres of the Property shall be zoned for BP for a period of five years, and if not developed within that time, shall zoned to R1-7.5 (2.5 acres) and R-18 (2.5 acres) zoning; and

WHEREAS, SJO agrees to this condition, provided that SJO has flexibility regarding the location of the Commercial (C-3), Business Park (BP) and Multi Family (R-18) zoning on the Property; and,

WHEREAS, the County and SJO recognize that such flexibility will need to be exercised in the future at the time of development for the C-3, BP and R-18 portions of the Property;

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

Section 1 Covenants and agreements. This is a Concomitant Rezone Agreement and Covenant to Clark County from SJO. SJO covenants and agrees on behalf of itself and all of its heirs, assigns and successors in interest into whose ownership the Property might pass, as follows:

a) Applicants are the sole and exclusive owners of the real property situated in Clark County, Washington, legally described in Exhibit "A" attached hereto.

b) This zoning approved as part of the 2013 Comprehensive Plan amendment process, as depicted on Exhibit B, shall become effective, upon, but only upon, SJO recording a boundary line adjustment agreement with the Clark County Auditor which adjusts the current configuration of the Property's legal lots, to conform to the zones depicted on Exhibit B, such that no lots contain more than one zoning designation.

c) After the boundary line adjustment process identified in subsection (a) above is completed, SJO may in the future boundary line adjust the Property's legal lots and corresponding zoning, such that the location of the R-18, C-3, BP and R1-7.5 zoned lots may be moved to another location on the Property by recording a boundary line adjustment agreement accomplishing said relocation; provided that no split zoned parcels are created. Such relocation of zoning and reconfiguration of lots shall not require another rezone or Comprehensive Plan amendment; and shall not diminish, nor increase, the total acreage of R-18 zoned land on the Property; and such relocation shall not cause the C-3, BP or Multi Family zoned land to be placed adjacent to either the east or west property lines of the Property. All rezoning occurring after this initial legislative action by the Board of County Commissioners shall require approval on the consent agenda of the Commissioners.

d) For the first five years after the execution of this agreement, the five (5) acre portion of the Property zoned BP may not be decreased in size. If the five (5) acres of BP zoned property have not been fully developed within five years after the execution of this agreement, then if the undeveloped portion of the BP zoned property is less than two and one half (2.5 acres), then it shall automatically convert to R18 zoning. If the undeveloped portion of the BP zoned property is greater than two and one half (2.5 acres), then the amount of undeveloped BP zoned land in excess of two and one half (2.5 acres), shall revert to R1-7.5. Upon request by the property owner prior to the expiration of the five year period, the BP zoned property may remain zoned BP. No C-3 or BP zoned land will be placed adjacent to either the east or west property lines of the Property.

Section 2 Enforcement. In the event of a breach of this covenant, it may be enforced by the County in any or all of the following ways at its option:

Section 2.1 By the County's refusal to issue either Final Site Plan Review approval or Preliminary Plat approval.

Section 2.2 By bringing suit in Clark County Superior Court for an injunction to cause specific performance of this Agreement or for other appropriate relief as may be deemed desirable by County;

Section 3 Amendment, Modification, Termination. This Covenant shall remain in full force and effect until amended, modified or terminated by the action of Clark County in zoning proceedings appropriate for that purpose. Nothing in this Covenant shall be construed as limiting in any way the authority of Clark County, or its governmental successors, to approve amendments or modifications to this Covenant. It is expressly provided that this Covenant may be amended, modified or terminated with the approval of Clark County, or its governmental successors, and under no circumstances shall any approval by any other person or entity be required in order for SJO or its successors in interest to seek amendment, modification or termination of this Covenant in whole or in part.

Section 4 **Filing.** A copy of this Agreement will be filed with the Clark County Auditor in his recording department so as to appear as a covenant within the chain of title for the Property

Section 5 **Severability.** If any provision of this Agreement, or the application of the provision to any person or circumstance, is declared invalid, then the remaining provisions of the Agreement, or the application of the provision to other persons or circumstances, shall not be affected.

Section 6 **Successors.** This Agreement and all of its provisions, and each of them, shall run with the land and be binding upon SJO, and any and all of its heirs, assigns and successors in interest into whose respective ownership any part of the Property may pass.

DATED this _____ day of _____, 2013.

SJO LO 90 B LLC

By:_____ _____
Date

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that Steven J. Oliva signed this instrument, on oath stated that he was authorized to execute this instrument and acknowledged it as the sole member of the SJO LO 90 B LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2013.

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

EXHIBIT A

PARCEL 1
:
The West 1155 feet of the Southwest quarter of Section 35, Township 3 North, Range 2 East, Willamette Meridian, Clark County, Washington.
EXCEPT the West 40 Acres thereof.
ALSO EXCEPT that portion lying within NE 99th Street.

PARCEL 2:

Beginning at a point 1155 feet East of the Southwest corner of Section 35, Township 3 North, Range 2 East of the Willamette Meridian, Clark County, Washington; and running thence East 577.5 feet; thence North 1508.571 feet (91 3/7 rods); thence West 577.5 feet; thence South 1508.571 feet (91 3/7 rods) to the place of Beginning.
EXCEPT that portion lying within NE 99th Street.

TOGETHER WITH those portions conveyed by Boundary line adjustments, recorded under Auditor's File Numbers 4379294 and 4388720

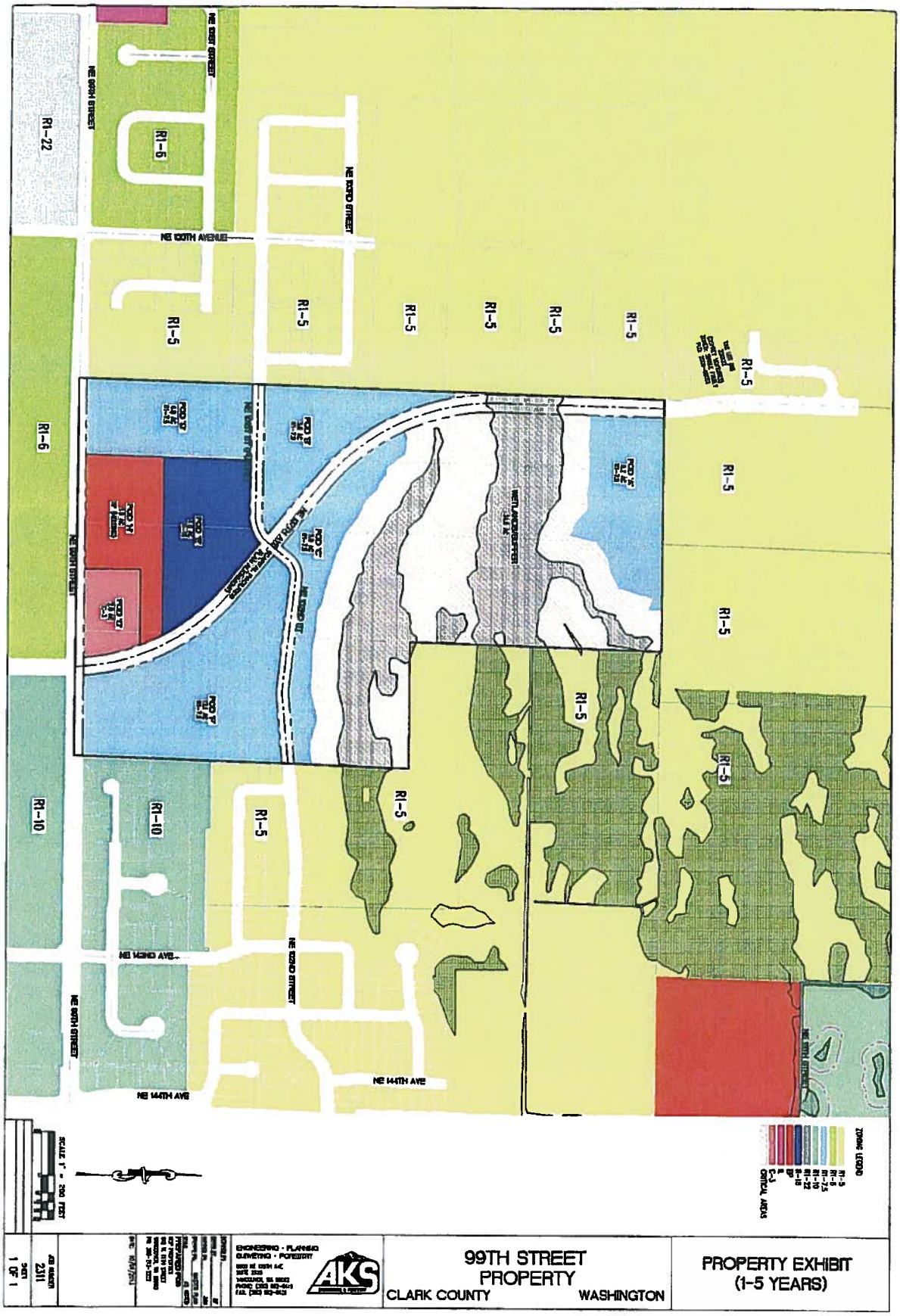
PARCEL 3

The West 20 Acres of the West 40 Acres of the Southwest quarter of Section 35, Township 3 North, Range 2 East, Willamette Meridian, Clark County, Washington.
EXCEPT that portion lying within NE 99th Street.

PARCEL 4

The East 20 Acres of the West 40 Acres of the Southwest quarter of Section 35, Township 3 North, Range 2 East, Willamette Meridian, Clark County, Washington.
EXCEPT that portion lying within NE 99th Street.

Exhibit "B"



R1-22
R1-6
R1-5
R1-10
NE 100TH AVENUE
NE 99TH STREET
NE 102ND STREET
NE 143RD AVE
NE 144TH AVE
WETLANDS/BUFFER
SCALE 1" = 200 FEET
ZONING LEGEND
CRITICAL AREAS
ENGINEERING · PLANNING
SURVEYING · FORESTRY
AKS
99TH STREET
PROPERTY
CLARK COUNTY
WASHINGTON
PROPERTY EXHIBIT
(1-5 YEARS)
2311
1 OF 1

Exhibit "C"

Crop production

Animal production

Forestry and logging

Fishing, hunting and trapping

Support activities for agriculture and forestry

Electric Power Transmission and Distribution

Natural Gas Distribution

Water Supply and Irrigation Systems

Sewage Treatment Facilities

Beverage and tobacco product manufacturing

Machine shops

Machinery manufacturing

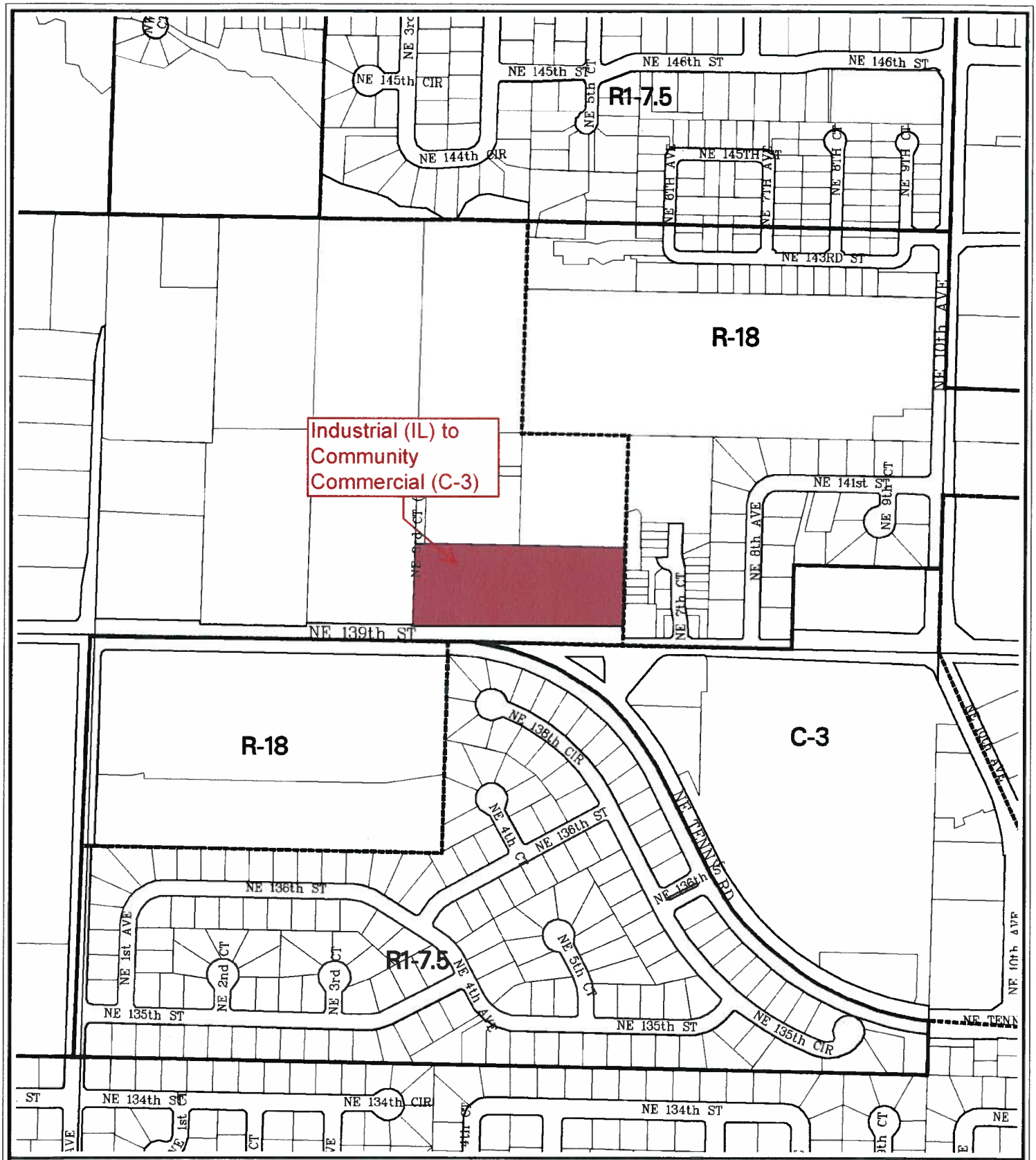
Truck Transportation

Transit and ground passenger transportation

Pipeline transportation

Freight transaction arrangement

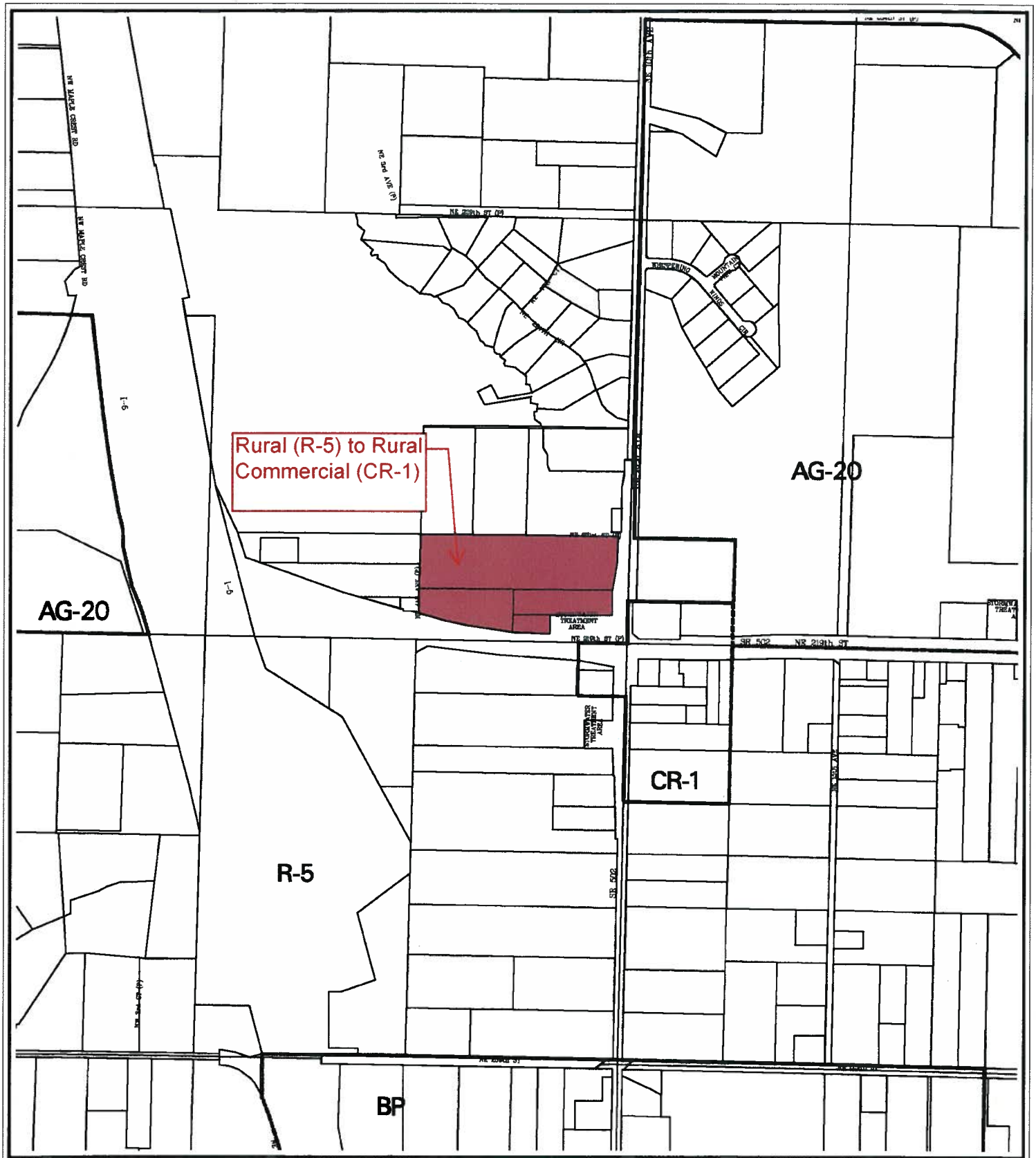
Warehouse and Storage - must be in conjunction with corresponding office uses



File # CPZ2013-00011, SN 185402000
Location: T3N R1E SEC 22
Comp Plan Change/Rezone/Text Change/Docket I

Exhibit 2

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



File # CPZ2013-00012, SN 216896000 216897000 216956000 216957000

Location: T4N R1E SEC 34

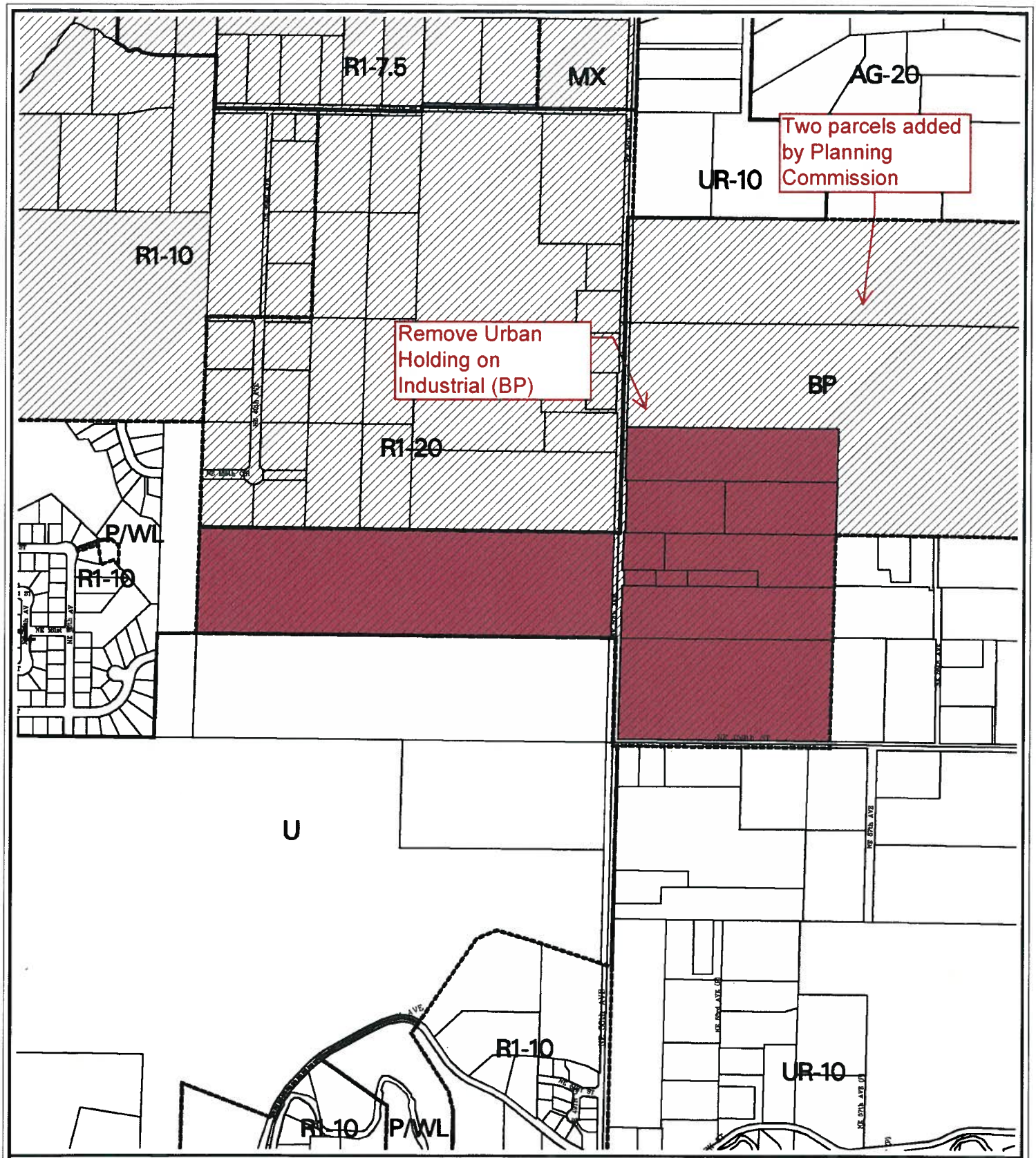
Comp Plan Change/Rezone/Text Change/Docket I

Exhibit 3

Order 10/8/12 GIS Product 1_163

N

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



File # CPZ2013-00013, SN 181683000 195923000 195924000 195925000 195929000 195945000 195945005 195964000 19

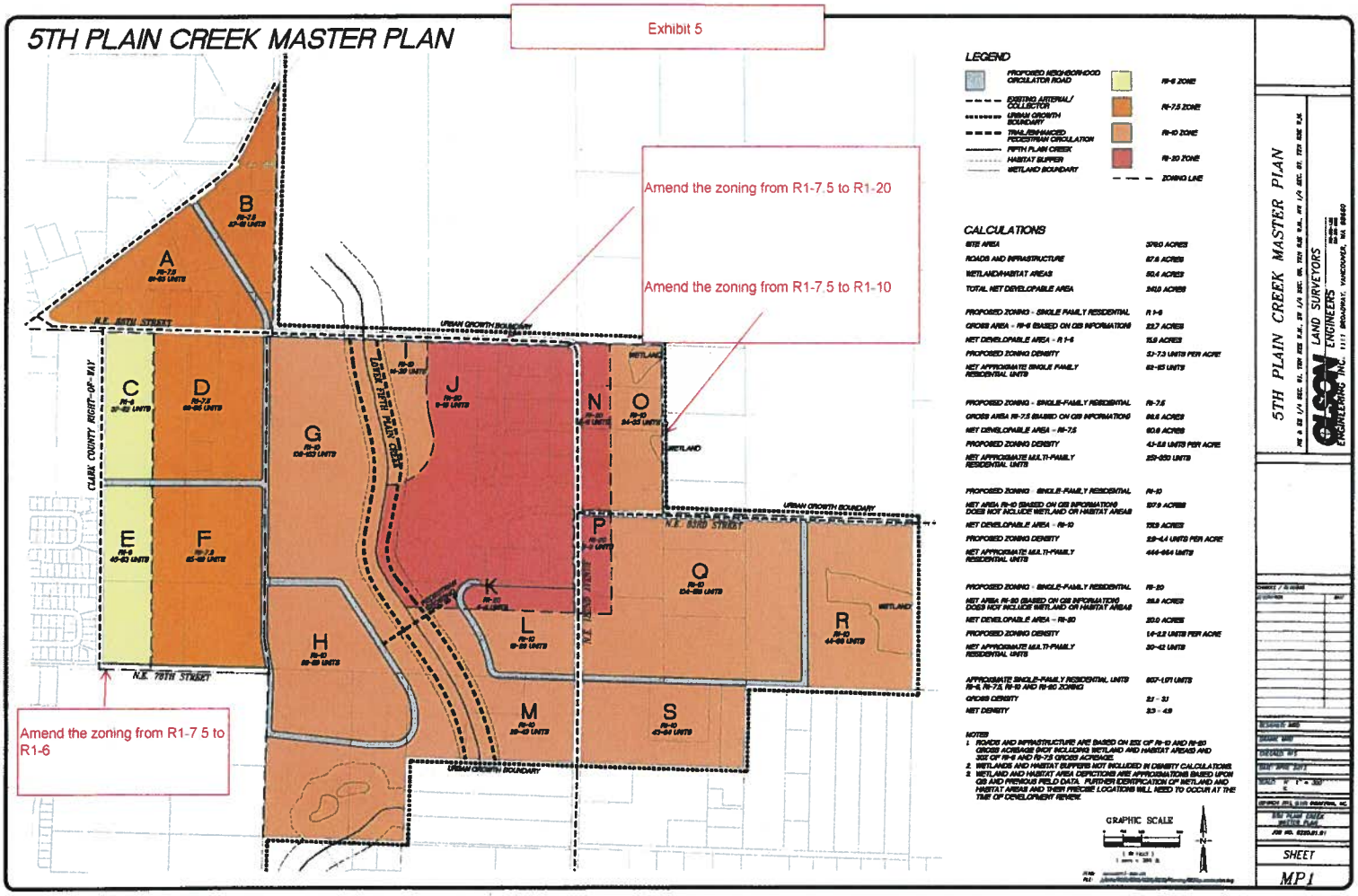
Location: T3N R1E SEC 13

Comp Plan Change/Rezone/Text Change/Docket I

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

Exhibit 4

Exhibit 5



5TH PLAIN CREEK MASTER PLAN

LAND SURVEYORS
ENGINEERS

SHEET
MP1

DEVELOPMENT AGREEMENT FOR
REMOVAL OF URBAN HOLDING DESIGNATION
BY AND BETWEEN CLARK COUNTY
AND PROPERTY OWNER

THIS DEVELOPMENT AGREEMENT is made and entered into by and between Clark County, a Washington Municipal Corporation, hereinafter the "County," and H Squared Investments, LLC, a hereinafter referred to as the "Owners."

RECITALS

WHEREAS, the Owner owns or controls those certain parcel or parcels of real property ("the Property") which are located within the County's present Urban Growth Boundary, and whose legal descriptions are more fully described in the deeds attached as Exhibit "A", which is incorporated by reference herein; and,

WHEREAS, the County is a Washington Municipal Corporation with land use planning and permitting authority, including zoning and implementation of the Comprehensive Plan; and,

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

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

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

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

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

And,

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

WHEREAS, the Property is currently subject to the County's Urban Holding designation; and

WHEREAS, pursuant to the County's Comprehensive Plan criteria, the parties wish to establish and memorialize that such criteria has been satisfied or shall be satisfied under the provisions of this Agreement.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Development Agreement.
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 between the Owner and the County upon the County's approval by ordinance or resolution following a public hearing as provided for in RCW 36.70B.170.

Section 2. Definitions.
As used in this Development Agreement, the following terms, phrases and words shall have the meanings and be interpreted as set forth in this Section.

a) "Adopting Resolution" means the Resolution which approves this Development Agreement, as required by RCW 36.70B.200.

b) "Effective Date" means the effective date established by the Adopting Resolution.

Section 3. Removal of Urban Holding Designation.
The Board of County Commissioners will adopt a Resolution prior to or concurrent with this agreement containing affirmative findings that amendment of the Capital Facilities Plan will allow Transportation Impact fees from the this area to be used for projects in the unincorporated area. Findings by the Board that localized critical links and intersection improvements are reasonably funded will allow the Urban Holding designation for the Property to be removed; and, based upon the provisions of this Agreement, the County agrees to remove the Urban Holding designation for the Property.

Section 4. Payment of Park Impact Fee.
The Fifth Plain Creek urban holding area requires adoption of a master plan that includes a neighborhood park. The party's commitment below satisfies this requirement.

In addition to the Park Impact fee (PIF) that would otherwise apply to the issuance of a building permit on the Property; the Owner agrees to be subject to an additional five hundred dollar (500.00) per lot additional park impact fee. Such fee shall be paid at the same time as PIFs otherwise due would be paid.

Section 5. No Building Permit.
No building permit(s) for the Property shall be issued for any of the Property subdivided after the date of this agreement, unless the County's Capital Facilities Plan has been amended (and, if necessary, amendment of the inter-local agreement between the City and the County) to allow the County to collect and utilize TIFs from the Fifth Plain Creek area on transportation improvements in the Fifth Plain Creek sub-area. (A note to this effect must be included on the face of the plats for all property subject to this/these development agreements.) The County agrees to exercise its best efforts to amend the Capital Facilities Plan for the Fifth Plain Creek sub-area within 18 months of the date of this agreement. The Property shall vest for purposes of the TIF rate paid per trip at the time of building permit application.

Section 6. Annexation.
The Owner agrees that prior to recording a Final Plat or receiving a Final Site Plan Approval, it shall record a covenant on the Property indicating that the owner or any subsequent owner of the Property shall not oppose annexation to a city.

Section 7. Term of Agreement.
This Agreement shall commence upon the Effective Date, and shall continue in force for a period of ten (10) years by mutual agreement of the parties.

Section 8. Land Use Applications and Vesting.
As provided for in RCW 36.70B.190, during the term of this Agreement, the development standards provided for in this Agreement shall not be subject to unilateral amendment, or

ordinance or development standard or regulation adopted after the effective date of this Agreement. The parties agree that regulations imposed pursuant to the Clean Water Act are not subject to vesting under this section.

Section 9. Minor Modifications.
Minor modifications to the provisions of this Agreement or the exhibits attached hereto that are mutually agreed upon by the Parties may be allowed administratively without the necessity of a public hearing. Pursuant to RCW 36.70B.170, the County reserves the right to impose new or different regulations to the extent required by a serious threat to public health and safety.

Section 10. Further Discretionary Actions.
Nothing in this Agreement shall be construed to limit the authority or the obligation of the County to process any land use approvals, including preliminary plat, PUD, CUP, Site Plan Review or Building Permit under the processes established by the County; provided however, that such process shall not impose conditions inconsistent with the provisions of this Agreement.

Section 11. Remedies.
Should a disagreement arise between the County and the Owner regarding the interpretation and application of this Agreement, the parties agree to attempt to resolve the disagreement by first meeting and conferring. If mediation proves unsuccessful the disagreement may be resolved by judicial action filed in the Clark County Superior Court.

Section 12. Performance.
Failure by either party at any time to require performance by the other party of any of the provisions hereof shall in no way affect the parties' rights hereunder to enforce the same,
nor shall any waiver by a party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.

Section 13. Venue.
This Agreement shall be construed in accordance with and, governed by, the laws of the State of Washington. The parties agree to venue in the Superior Court for Clark County, State of Washington, to resolve any disputes that may arise under this Agreement.

Section 14. Notices.
All notices, demands, consents, approval or other communications which are required or desired to be given by either party to the other hereunder will be in writing and will be hand-delivered or sent by United States Mail, addressed to the appropriate party at its address as set forth, or at such other address as the party will have last designated by notice to the other. Notices, demands, consents, approvals, and other communications will be deemed given when delivered two (2) days after mailing.

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

With copies to:	Chris Horne 1013 Franklin Street, 4th Floor Post Office Box 5000 Vancouver, WA 98666
Notice to Owners:	H SQUARED INVESTMENTS, LLC PO BOX 766 MILL VALLEY CA, 94942

Section 15. Severability.
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.

Section 16. Inconsistencies.
If any provisions of the Clark County Code or the Owner's future land use approvals are deemed inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail.

Section 17. Binding on Successors and Recording.
This Agreement shall run with the land and be binding upon and inure to the benefit of the owner(s), the parties, and their respective heirs, successors and assigns. This Agreement shall be recorded against the real property indicated on Exhibit "A" with the Clark County Auditor.

Section 18. Assignment.
Any Owner may sell or otherwise lawfully dispose of any portion of the Property to another person who, unless otherwise released by all parties, shall be subject to the applicable provisions of this Agreement and entitled to all rights provided for herein. Further, the rights and obligations provided for in this Agreement may be assigned or otherwise transferred.

Section 19. Recitals.
Each of the recitals contained herein are intended to be, and are incorporated as, covenants between the parties and shall be so construed.

Section 20. Amendments.
This Agreement may only be amended by mutual agreement of the parties.

Section 21. No Third-Party Beneficiaries.
This Agreement represents the entire Agreement between the Owner and the County with regard to development of the Property and all prior agreements oral or written are superseded hereby. This Agreement is for the benefit of the County in its duty to provide for public health, safety and welfare and for the owner. No rights or obligations are intended or created by this Agreement.

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

CLARK COUNTY

By _____

ATTEST:

By _____
_____, County Clerk

APPROVED AS TO FORM:

By _____
Chris Horne, Deputy Prosecuting Attorney

OWNERS

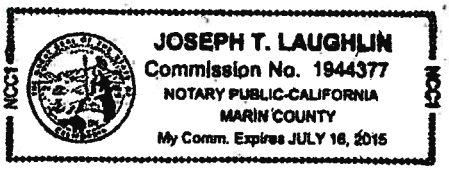
H SQUARED INVESTMENTS, LLC.
a Washington corporation

By: _____
Janet L. Harder
Its: Manager

STATE OF CALIFORNIA)
) ss.
County of Marin)

I certify that I know or have satisfactory evidence that JANET L. HARDER is the person who appeared before me and said person acknowledged that she/~~he~~ signed this instrument, on oath stated that she/~~he~~ was authorized to execute the instrument and acknowledged it to be her/~~his~~ free and voluntary act for the purposes mentioned in the instrument.

DATED: December 9, 2013.



Joseph T. Laughlin
Notary Public in and for the State of ~~Washington~~ CALIFORNIA
Residing at ~~Clark County~~. MARIN County
My appointment expires: July 16, 2015

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and said person acknowledged that she/he signed this instrument, on oath stated that she/he was authorized to execute the instrument and acknowledged it to be her/his free and voluntary act for the purposes mentioned in the instrument.

DATED: _____, 2013.

_____
Notary Public in and for the State of Washington
Residing at Clark County.
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and said person acknowledged that she/he signed this instrument, on oath stated that she/he was authorized to execute the instrument and acknowledged it to be her/his free and voluntary act for the purposes mentioned in the instrument.

DATED: _____, 2013.

_____
Notary Public in and for the State of Washington
Residing at Clark County.
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and said person acknowledged that she/he signed this

instrument, on oath stated that she/he was authorized to execute the instrument and acknowledged it to be her/his free and voluntary act for the purposes mentioned in the instrument.

DATED: _____, 2013.

_____
Notary Public in and for the State of Washington
Residing at Clark County.
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and said person acknowledged that she/he signed this instrument, on oath stated that she/he was authorized to execute the instrument and acknowledged it to be her/his free and voluntary act for the purposes mentioned in the instrument.

DATED: _____, 2013.

_____
Notary Public in and for the State of Washington
Residing at Clark County.
My appointment expires: _____

B. 6818 NE 117th Avenue, Vancouver, WA 98682.
[TPN: 157493-000]

BEGINNING at a point 11.43 chains South of the Southeast corner of the Proebstel Donation Land Claim, in Section 10, Township 2 North, Range 2 East of the Willamette Meridian, Clark County, Washington; thence South 230.6 feet; thence West 257.82 feet; thence North 230.6 feet; thence East 257.82 feet to the Point of Beginning.

EXCEPT any public right-of-way.

ALSO EXCEPT that portion thereof conveyed to the State of Washington by instrument recorded February 28, 1983 under Auditor's File No. 8302280001, records of said county.

C. 503 North Parkway, Battle Ground, WA 98604.
[TPN: 091101-400]

Lot 1, Block 1, OLMSTEAD ADDITION, according to the plat thereof, recorded in Volume "F" of Plats, Page 052, records of Clark County, Washington.

EXCEPT that portion thereof conveyed to the City of Battle Ground by instrument recorded April 14, 2003 under Auditor's File No. 3619977, records of said county.

Exhibit A
Page 1 of 2

D. 7410 NE 182nd Avenue, Vancouver, WA 98682.
[TPN: 169472-000 and 169460-000]

Pursuant to Clark County Boundary Line Adjustment Case Number: BLA2009-00017 and survey recorded in Book 60, Page 120 of Clark County Survey records.

A parcel of land located in Government Lot 6 of the Northwest quarter of Section 7, Township 2 North, Range 3 East of the Willamette Meridian, Clark County, Washington, being more particularly described as follows:

COMMENCING at the Northwest corner of said Government Lot 6;

THENCE South 01°53'13" West along the West line of said Government Lot 6 a distance of 787.31 feet to the TRUE POINT OF BEGINNING;

THENCE South 87°51'15" East a distance of 1110.23 feet to the East line of said Government Lot 6;

Clark Auditor Wed May 01 16:50:24 PDT 2013 4967513 Page 3

THENCE South 01°36'12" West along said East line a distance of 532.02 feet to the Southeast corner of said Government Lot 6;

THENCE North 88°02'39" West along the South line of said Government Lot 6 a distance of 1112.85 feet to the Southwest corner thereof;

THENCE North 01°53'13" East along the West line of said Government Lot 6 a distance of 535.69 feet to the TRUE POINT OF BEGINNING.

Containing approximately 13.62 acres.

AND

A parcel of land located in Government Lot 6 of the Northwest quarter of Section 7, Township 2 North, Range 3 East of the Willamette Meridian, Clark County, Washington, being more particularly described as follows:

BEGINNING at the Northwest corner of said Government Lot 6;

THENCE South 01°53'13" West along the West line of said Government Lot 6 a distance of 787.31 feet;

THENCE South 87°51'15" East a distance of 1110.23 feet to the East line of said Government Lot 6;

THENCE North 01°36'12" East along said East line a distance of 787.34 feet to the Northeast corner of said Government Lot 6;

THENCE North 87°51'15" West along the North line of said Government Lot 6 a distance of 1106.33 feet to the TRUE POINT OF BEGINNING.

Containing approximately 20.03 acres.

E. 7206 A and B NE 37th Avenue, Vancouver, WA 98665.
[TPN: 149220-000 and 149282-000]

BEGINNING at a point 6 chains and 66 and 2/3 links East and 599.5 feet South of the Northwest corner of the John C. Dodd Donation Land Claim; thence East 6 chains and 66 and 2/3 links; thence South 104.5 feet; thence West 6 chains and 66 and 2/3 links; thence North 104.5 feet to the Point of Beginning.

Clark Auditor Wed May 01 16:50:24 PDT 2013 4967513 Page 4

DEVELOPMENT AGREEMENT FOR REMOVAL OF URBAN HOLDING DESIGNATION BY AND BETWEEN CLARK COUNTY AND PROPERTY OWNER

THIS DEVELOPMENT AGREEMENT is made and entered into by and between Clark County, a Washington Municipal Corporation, hereinafter the "County," and Eugene C. Anderson and Linda L. Anderson, trustees of the Eugene C. Anderson and Linda A. Anderson Revocable Trust dated March 30, 2004, hereinafter referred to as the "Owners."

RECITALS

WHEREAS, the Owner owns or controls those certain parcel or parcels of real property ("the Property") which are located within the County's present Urban Growth Boundary, and whose legal descriptions are more fully described in the deeds attached as Exhibit "A", which is incorporated by reference herein; and,

WHEREAS, the County is a Washington Municipal Corporation with land use planning and permitting authority, including zoning and implementation of the Comprehensive Plan; and,

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

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

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

And,

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

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

And,

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

WHEREAS, the Property is currently subject to the County's Urban Holding designation; and

WHEREAS, pursuant to the County's Comprehensive Plan criteria, the parties wish to establish and memorialize that such criteria has been satisfied or shall be satisfied under the provisions of this Agreement.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Development Agreement.
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 between the Owner and the County upon the County's approval by ordinance or resolution following a public hearing as provided for in RCW 36.70B.170.

Section 2. Definitions.
As used in this Development Agreement, the following terms, phrases and words shall have the meanings and be interpreted as set forth in this Section.

a) "Adopting Resolution" means the Resolution which approves this Development Agreement, as required by RCW 36.70B.200.

b) "Effective Date" means the effective date established by the Adopting Resolution.

Section 3. Removal of Urban Holding Designation.
The Board of County Commissioners will adopt a Resolution prior to or concurrent with this agreement containing affirmative findings that amendment of the Capital Facilities Plan will allow Transportation Impact fees from the this area to be used for projects in the unincorporated area. Findings by the Board that localized critical links and intersection improvements are reasonably funded will allow the Urban Holding designation for the Property to be removed; and, based upon the provisions of this Agreement, the County agrees to remove the Urban Holding designation for the Property.

Section 4. Payment of Park Impact Fee.
The Fifth Plain Creek urban holding area requires adoption of a master plan that includes a neighborhood park. The party's commitment below satisfies this requirement.

In addition to the Park Impact fee (PIF) that would otherwise apply to the issuance of a building permit on the Property, the Owner agrees to be subject to an additional five hundred dollar (500.00) per lot additional park impact fee. Such fee shall be paid at the same time as PIFs otherwise due would be paid.

Section 5. No Building Permit.
No building permit(s) for the Property shall be issued for any of the Property subdivided after the date of this agreement, unless the County's Capital Facilities Plan has been amended (and, if necessary, amendment of the inter-local agreement between the City and the County) to allow the County to collect and utilize TIFs from the Fifth Plain Creek area on transportation improvements in the Fifth Plain Creek sub-area. (A note to this effect must be included on the face of the plats for all property subject to this/these development agreements.) The County agrees to exercise its best efforts to amend the Capital Facilities Plan for the Fifth Plain Creek subarea within 18 months of the date of this agreement. The Property shall vest for purposes of the TIF rate paid per trip at the time of building permit application.

Section 6. Annexation.
The Owner agrees that prior to recording a Final Plat or receiving a Final Site Plan Approval, it shall record a covenant on the Property indicating that the owner or any subsequent owner of the Property shall not oppose annexation to a city.

Section 7. Term of Agreement.
This Agreement shall commence upon the Effective Date, and shall continue in force for a period of ten (10) years by mutual agreement of the parties.

Section 8. Land Use Applications and Vesting.
As provided for in RCW 36.70B.190, during the term of this Agreement, the development standards provided for in 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 of this Agreement. The parties agree that regulations imposed pursuant to the Clean Water Act are not subject to vesting under this section.

Section 9. Minor Modifications.
Minor modifications to the provisions of this Agreement or the exhibits attached hereto that are mutually agreed upon by the Parties may be allowed administratively without the necessity of a public hearing. Pursuant to RCW 36.70B.170, the County reserves the right to impose new or different regulations to the extent required by a serious threat to public health and safety.

Section 10. Further Discretionary Actions.
Nothing in this Agreement shall be construed to limit the authority or the obligation of the County to process any land use approvals, including preliminary plat, PUD, CUP, Site Plan Review or Building Permit under the processes established by the County; provided however, that such process shall not impose conditions inconsistent with the provisions of this Agreement.

Section 11. Remedies.
Should a disagreement arise between the County and the Owner regarding the interpretation and application of this Agreement, the parties agree to attempt to resolve the disagreement by first meeting and conferring. If mediation proves unsuccessful the disagreement may be resolved by judicial action filed in the Clark County Superior Court.

Section 12. Performance.
Failure by either party at any time to require performance by the other party of any of the provisions hereof shall in no way affect the parties' rights hereunder to enforce the same, nor shall any waiver by a party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.

Section 13. Venue.
This Agreement shall be construed in accordance with and, governed by, the laws of the State of Washington. The parties agree to venue in the Superior Court for Clark County, State of Washington, to resolve any disputes that may arise under this Agreement.

Section 14. Notices.
All notices, demands, consents, approval or other communications which are required or desired to be given by either party to the other hereunder will be in writing and will be hand-delivered or sent by United States Mail, addressed to the appropriate party at its address as set forth, or at such other address as the party will have last designated by notice to the other. Notices, demands, consents, approvals, and other communications will be deemed given when delivered two (2) days after mailing.

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

With copies to: Chris Horne
1013 Franklin Street, 4th Floor
Post Office Box 5000
Vancouver, WA 98666

Notice to Owners: Eugene C. Anderson and Linda L. Anderson, trustees of the Eugene C. Anderson and Linda A. Anderson Revocable Trust dated March 30, 2004
PO Box 821669
Vancouver WA, 98682

Section 15. Severability.
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.

Section 16. Inconsistencies.
If any provisions of the Clark County Code or the Owner's future land use approvals are deemed inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail.

Section 17. Binding on Successors and Recording.
This Agreement shall run with the land and be binding upon and inure to the benefit of the owner(s), the parties, and their respective heirs, successors and assigns. This Agreement shall be recorded against the real property indicated on Exhibit "A" with the Clark County Auditor.

Section 18. Assignment.
Any Owner may sell or otherwise lawfully dispose of any portion of the Property to another person who, unless otherwise released by all parties, shall be subject to the applicable provisions of this Agreement and entitled to all rights provided for herein. Further, the rights and obligations provided for in this Agreement may be assigned or otherwise transferred.

Section 19. Recitals.
Each of the recitals contained herein are intended to be, and are incorporated as, covenants between the parties and shall be so construed.

Section 20. Amendments.
This Agreement may only be amended by mutual agreement of the parties.

Section 21. No Third-Party Beneficiaries.
This Agreement represents the entire Agreement between the Owner and the County with regard to development of the Property and all prior agreements oral or written are superseded hereby. This Agreement is for the benefit of the County in its duty to provide for public health, safety and welfare and for the owner. No rights or obligations are intended or created by this Agreement.

3852932
Page: 4 of 4
07/09/2004 08:14A
FERGUSON & SCHOENFELD D 20.00 Clark County, WA

Exhibit A
Page 1 of 1

The West half of the Northwest quarter of the Southeast quarter; Except the East 150 feet of the South 200 feet of the West half of the Northwest quarter of the Southeast quarter. All in Section 6, Township 2 North, Range 3 East, W.M. except County roads. Subject to easement for electric transmission and distribution line granted to Public Utility District No. 1 of Clark County, recorded under Auditor's File No. 655088.

168624-000
168638-000
168637-000
- Anderson -

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

CLARK COUNTY

By _____

ATTEST:

By _____
_____, County Clerk

APPROVED AS TO FORM:

By _____
Chris Horne, Deputy Prosecuting Attorney

OWNERS

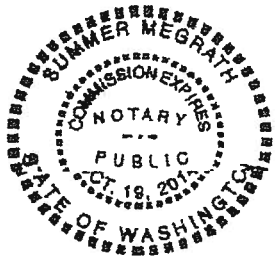
By: _____
Eugene C. Anderson, trustee of the Eugene C. Anderson and Linda L. Anderson Revocable Trust dated March 30, 2004

By: _____
Linda L. Anderson, trustee of the Eugene C. Anderson and Linda L. Anderson Revocable Trust dated March 30, 2004

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that EUGENE C. ANDERSON is the person who appeared before me and said person acknowledged that she/he signed this instrument, on oath stated that she/he was authorized to execute the instrument and acknowledged it to be her/his free and voluntary act for the purposes mentioned in the instrument.

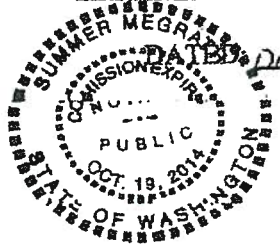
DATED: DECEMBER 5th, 2013.



Notary Public in and for the State of Washington
Residing at Clark County.
My appointment expires: OCT 19 2014

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that LINDA L ANDERSON is the person who appeared before me and said person acknowledged that she/he signed this instrument, on oath stated that she/he was authorized to execute the instrument and acknowledged it to be her/his free and voluntary act for the purposes mentioned in the instrument.



DATED: DECEMBER 5th, 2013.

Notary Public in and for the State of Washington
Residing at Clark County.
My appointment expires: OCT 19, 2014

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and said person acknowledged that she/he signed this instrument, on oath stated that she/he was authorized to execute the instrument and acknowledged it to be her/his free and voluntary act for the purposes mentioned in the instrument.

DATED: _____, 2013.

Notary Public in and for the State of Washington
Residing at Clark County.
My appointment expires: _____

DEVELOPMENT AGREEMENT FOR
REMOVAL OF URBAN HOLDING DESIGNATION
BY AND BETWEEN CLARK COUNTY
AND PROPERTY OWNER

THIS DEVELOPMENT AGREEMENT is made and entered into by and between Clark County, a Washington Municipal Corporation, hereinafter the "County," Ryan Hurley, hereinafter referred to as the "Owner."

RECITALS

WHEREAS, the Owner owns or controls those certain parcel or parcels of real property ("the Property") which are located within the County's present Urban Growth Boundary, and whose legal descriptions are more fully described in the deeds attached as Exhibit "A", which is incorporated by reference herein; and,

WHEREAS, the County is a Washington Municipal Corporation with land use planning and permitting authority, including zoning and implementation of the Comprehensive Plan; and,

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

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

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

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

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

And,

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

WHEREAS, the Property is currently subject to the County's Urban Holding designation; and

WHEREAS, pursuant to the County's Comprehensive Plan criteria, the parties wish to establish and memorialize that such criteria has been satisfied or shall be satisfied under the provisions of this Agreement.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Development Agreement.
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 between the Owner and the County upon the County's approval by ordinance or resolution following a public hearing as provided for in RCW 36.70B.170.

Section 2. Definitions.
As used in this Development Agreement, the following terms, phrases and words shall have the meanings and be interpreted as set forth in this Section.

a) "Adopting Resolution" means the Resolution which approves this Development Agreement, as required by RCW 36.70B.200.

b) "Effective Date" means the effective date established by the Adopting Resolution.

Section 3. Removal of Urban Holding Designation.
The Board of County Commissioners will adopt a Resolution prior to or concurrent with this agreement containing affirmative findings that amendment of the Capital Facilities Plan will allow Transportation Impact fees from the this area to be used for projects in the unincorporated area. Findings by the Board that localized critical links and intersection improvements are reasonably funded will allow the Urban Holding designation for the Property to be removed; and, based upon the provisions of this Agreement, the County agrees to remove the Urban Holding designation for the Property.

Section 4. Payment of Park Impact Fee.
The Fifth Plain Creek urban holding area requires adoption of a master plan that includes a neighborhood park. The party's commitment below satisfies this requirement.

In addition to the Park Impact fee (PIF) that would otherwise apply to the issuance of a building permit on the Property; the Owner agrees to be subject to an additional five hundred dollar (500.00) per lot additional park impact fee. Such fee shall be paid at the same time as PIFs otherwise due would be paid.

Section 5. No Building Permit.
No building permit(s) for the Property shall be issued for any of the Property subdivided after the date of this agreement, unless the County's Capital Facilities Plan has been amended (and, if necessary, amendment of the inter-local agreement between the City and the County) to allow the County to collect and utilize TIFs from the Fifth Plain Creek area on transportation improvements in the Fifth Plain Creek sub-area. (A note to this effect must be included on the face of the plats for all property subject to this/these development agreements.) The County agrees to exercise its best efforts to amend the Capital Facilities Plan for the Fifth Plain Creek sub-area within 18 months of the date of this agreement. The Property shall vest for purposes of the TIF rate paid per trip at the time of building permit application.

Section 6. Annexation.
The Owner agrees that prior to recording a Final Plat or receiving a Final Site Plan Approval, it shall record a covenant on the Property indicating that the owner or any subsequent owner of the Property shall not oppose annexation to a city.

Section 7. Term of Agreement.
This Agreement shall commence upon the Effective Date, and shall continue in force for a period of ten (10) years by mutual agreement of the parties.

Section 8. Land Use Applications and Vesting.
As provided for in RCW 36.70B.190, during the term of this Agreement, the development standards provided for in 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 of this Agreement. The parties agree that regulations imposed pursuant to the Clean Water Act are not subject to vesting under this section.

Section 9. Minor Modifications.
Minor modifications to the provisions of this Agreement or the exhibits attached hereto that are mutually agreed upon by the Parties may be allowed administratively without the necessity of a public hearing. Pursuant to RCW 36.70B.170, the County reserves the right to impose new or different regulations to the extent required by a serious threat to public health and safety.

Section 10. Further Discretionary Actions.
Nothing in this Agreement shall be construed to limit the authority or the obligation of the County to process any land use approvals, including preliminary plat, PUD, CUP, Site Plan Review or Building Permit under the processes established by the County; provided however, that such process shall not impose conditions inconsistent with the provisions of this Agreement.

Section 11. Remedies.
Should a disagreement arise between the County and the Owner regarding the interpretation and application of this Agreement, the parties agree to attempt to resolve the disagreement by first meeting and conferring. If mediation proves unsuccessful the disagreement may be resolved by judicial action filed in the Clark County Superior Court.

Section 12. Performance.
Failure by either party at any time to require performance by the other party of any of the provisions hereof shall in no way affect the parties' rights hereunder to enforce the same, nor shall any waiver by a party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.

Section 13. Venue.
This Agreement shall be construed in accordance with and, governed by, the laws of the State of Washington. The parties agree to venue in the Superior Court for Clark County, State of Washington, to resolve any disputes that may arise under this Agreement.

Section 14. Notices.
All notices, demands, consents, approval or other communications which are required or desired to be given by either party to the other hereunder will be in writing and will be hand-delivered or sent by United States Mail, addressed to the appropriate party at its address as set forth, or at such other address as the party will have last designated by notice to the other. Notices, demands, consents, approvals, and other communications will be deemed given when delivered two (2) days after mailing.

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

With copies to:	Chris Horne 1013 Franklin Street, 4th Floor Post Office Box 5000 Vancouver, WA 98666
Notice to Owner:	Ryan Hurley 915 Broadway Suite 250 Vancouver, WA 98660

Section 15. Severability.
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.

Section 16. Inconsistencies.
If any provisions of the Clark County Code or the Owner's future land use approvals are deemed inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail.

Section 17. Binding on Successors and Recording.
This Agreement shall run with the land and be binding upon and inure to the benefit of the owner(s), the parties, and their respective heirs, successors and assigns. This Agreement shall be recorded against the real property indicated on Exhibit "A" with the Clark County Auditor.

Section 18. Assignment.
Any Owner may sell or otherwise lawfully dispose of any portion of the Property to another person who, unless otherwise released by all parties, shall be subject to the applicable provisions of this Agreement and entitled to all rights provided for herein. Further, the rights and obligations provided for in this Agreement may be assigned or otherwise transferred.

Section 19. Recitals.
Each of the recitals contained herein are intended to be, and are incorporated as, covenants between the parties and shall be so construed.

Section 20. Amendments.
This Agreement may only be amended by mutual agreement of the parties.

Section 21. No Third-Party Beneficiaries.
This Agreement represents the entire Agreement between the Owner and the County with regard to development of the Property and all prior agreements oral or written are superseded hereby. This Agreement is for the benefit of the County in its duty to provide for public health, safety and welfare and for the owner. No rights or obligations are intended or created by this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Development

Agreement to be executed as of the dates set forth below:

CLARK COUNTY

By _____

ATTEST:

By _____
_____, County Clerk

APPROVED AS TO FORM:

By _____
Chris Horne, Deputy Prosecuting Attorney

OWNER

By: _____
Ryan Hurley

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that Ryan Hurley is the person who appeared before me and said person acknowledged that she/he signed this instrument, on oath stated that she/he was authorized to execute the instrument and acknowledged it to be her/his free and voluntary act for the purposes mentioned in the instrument.

DATED: Dec 6, 2013.

_____
Notary Public in and for the State of Washington
Residing at Clark County.
My appointment expires: Oct 7, 2015

STATE OF WASHINGTON)
) ss.

County of Clark)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and said person acknowledged that she/he signed this instrument, on oath stated that she/he was authorized to execute the instrument and acknowledged it to be her/his free and voluntary act for the purposes mentioned in the instrument.

DATED: _____, 2013.

_____
Notary Public in and for the State of Washington
Residing at Clark County.
My appointment expires: _____

OLSON
ENGINEERING INC.

LAND SURVEYORS
ENGINEERS

(360) 695-1385
1111 Broadway
Vancouver, WA
98660

Exhibit A
Page 1 of 2

LEGAL DESCRIPTION FOR RYAN HURLEY
West Parcel

August 3, 2007

A parcel of property in the North half of the Northeast quarter of the Northwest quarter of Section 7, Township 2 North, Range 3 East of the Willamette Meridian, Clark County, Washington described as follows:

COMMENCING at the Northeast corner of the Northwest quarter of said Section 7;

THENCE North 87° 50' 55" West along the North line of said Northwest quarter 408.86 feet to the TRUE POINT OF BEGINNING;

THENCE South 02° 09' 05" West 296.84 feet;

THENCE North 87° 50' 55" West 445.58 feet;

THENCE South 02° 09' 05" West 362.07 feet to the South line of said North half;

THENCE North 87° 56' 30" West along said South line 453.28 feet to the West line of said Northeast quarter;

THENCE North 01° 36' 18" East along said West line 659.68 feet to the North line of said Northwest quarter;

THENCE South 87° 50' 55" East along said North line 905.15 feet to the TRUE POINT OF BEGINNING.

KURT F. STONEX
STATE OF WASHINGTON
26352
REGISTERED
PROFESSIONAL LAND SURVEYOR
EXPIRES: MAY 5, 2008

8/7/07

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PJS\mls

168641-000

Clark Auditor Thu Aug 30 13:31:18 PDT 2007 4369332 Page 6

OLSON ENGINEERING INC.

LAND SURVEYORS
ENGINEERS

(360) 695-1385
1111 Broadway
Vancouver, WA
98660

Exhibit A
Page 2 of 2

LEGAL DESCRIPTION FOR RYAN HURLEY
East Parcel

August 3, 2007

A parcel of property in the North half of the Northeast quarter of the Northwest quarter of Section 7, Township 2 North, Range 3 East of the Willamette Meridian, Clark County, Washington described as follows:

BEGINNING at the Northeast corner of the Northwest quarter of said Section 7;

THENCE North 87° 50' 55" West along the North line of said Northwest quarter 408.86 feet;

THENCE South 02° 09' 05" West 296.84 feet;

THENCE North 87° 50' 55" West 445.58 feet;

THENCE South 02° 09' 05" West 362.07 feet to the South line of said North half;

THENCE South 87° 56' 30" East along said South line 863.70 feet to the East line of said Northwest quarter;

THENCE North 01° 20' 41" East along said East line 657.57 feet to the POINT OF BEGINNING.

KURT F. STONEY
STATE OF WASHINGTON
26352
REGISTERED
PROFESSIONAL LAND SURVEYOR
EXPIRES: MAY 5, 2008

8/7/07

2:\8000\8200\8220\8220\82200007.lrg.doc

169479-000

Clark Auditor Thu Aug 30 13:31:18 PDT 2007 4369332 Page 7

DEVELOPMENT AGREEMENT FOR
REMOVAL OF URBAN HOLDING DESIGNATION
BY AND BETWEEN CLARK COUNTY
AND PROPERTY OWNER

THIS DEVELOPMENT AGREEMENT is made and entered into by and between Clark County, a Washington Municipal Corporation, hereinafter the "County," Roth Investments, LLC, hereinafter referred to as the "Owner."

RECITALS

WHEREAS, the Owner owns or controls those certain parcel or parcels of real property ("the Property") which are located within the County's present Urban Growth Boundary, and whose legal descriptions are more fully described in the deeds attached as Exhibit "A", which is incorporated by reference herein; and,

WHEREAS, the County is a Washington Municipal Corporation with land use planning and permitting authority, including zoning and implementation of the Comprehensive Plan; and,

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

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

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

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

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

And,

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

WHEREAS, the Property is currently subject to the County's Urban Holding designation; and

WHEREAS, pursuant to the County's Comprehensive Plan criteria, the parties wish to establish and memorialize that such criteria has been satisfied or shall be satisfied under the provisions of this Agreement.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Development Agreement.
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 between the Owner and the County upon the County's approval by ordinance or resolution following a public hearing as provided for in RCW 36.70B.170.

Section 2. Definitions.
As used in this Development Agreement, the following terms, phrases and words shall have the meanings and be interpreted as set forth in this Section.

a) "Adopting Resolution" means the Resolution which approves this Development Agreement, as required by RCW 36.70B.200.

b) "Effective Date" means the effective date established by the Adopting Resolution.

Section 3. Removal of Urban Holding Designation.
The Board of County Commissioners will adopt a Resolution prior to or concurrent with this agreement containing affirmative findings that amendment of the Capital Facilities Plan will allow Transportation Impact fees from the this area to be used for projects in the unincorporated area. Findings by the Board that localized critical links and intersection improvements are reasonably funded will allow the Urban Holding designation for the Property to be removed; and, based upon the provisions of this Agreement, the County agrees to remove the Urban Holding designation for the Property.

Section 4. Payment of Park Impact Fee.
The Fifth Plain Creek urban holding area requires adoption of a master plan that includes a neighborhood park. The party's commitment below satisfies this requirement.

In addition to the Park Impact fee (PIF) that would otherwise apply to the issuance of a building permit on the Property; the Owner agrees to be subject to an additional five hundred dollar (500.00) per lot additional park impact fee. Such fee shall be paid at the same time as PIFs otherwise due would be paid.

Section 5. No Building Permit.
No building permit(s) for the Property shall be issued for any of the Property subdivided after the date of this agreement, unless the County's Capital Facilities Plan has been amended (and, if necessary, amendment of the inter-local agreement between the City and the County) to allow the County to collect and utilize TIFs from the Fifth Plain Creek area on transportation improvements in the Fifth Plain Creek sub-area. (A note to this effect must be included on the face of the plats for all property subject to this/these development agreements.) The County agrees to exercise its best efforts to amend the Capital Facilities Plan for the Fifth Plain Creek sub-area within 18 months of the date of this agreement. The Property shall vest for purposes of the TIF rate paid per trip at the time of building permit application.

Section 6. Annexation.
The Owner agrees that prior to recording a Final Plat or receiving a Final Site Plan Approval, it shall record a covenant on the Property indicating that the owner or any subsequent owner of the Property shall not oppose annexation to a city.

Section 7. Term of Agreement.
This Agreement shall commence upon the Effective Date, and shall continue in force for a period of ten (10) years by mutual agreement of the parties.

Section 8. Land Use Applications and Vesting.
As provided for in RCW 36.70B.190, during the term of this Agreement, the development standards provided for in 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 of this Agreement. The parties agree that regulations imposed pursuant to the Clean Water Act are not subject to vesting under this section.

Section 9. Minor Modifications.
Minor modifications to the provisions of this Agreement or the exhibits attached hereto that are mutually agreed upon by the Parties may be allowed administratively without the necessity of a public hearing. Pursuant to RCW 36.70B.170, the County reserves the right to impose new or different regulations to the extent required by a serious threat to public health and safety.

Section 10. Further Discretionary Actions.
Nothing in this Agreement shall be construed to limit the authority or the obligation of the County to process any land use approvals, including preliminary plat, PUD, CUP, Site Plan Review or Building Permit under the processes established by the County; provided however, that such process shall not impose conditions inconsistent with the provisions of this Agreement.

Section 11. Remedies.
Should a disagreement arise between the County and the Owner regarding the interpretation and application of this Agreement, the parties agree to attempt to resolve the disagreement by first meeting and conferring. If mediation proves unsuccessful the disagreement may be resolved by judicial action filed in the Clark County Superior Court.

Section 12. Performance.
Failure by either party at any time to require performance by the other party of any of the provisions hereof shall in no way affect the parties' rights hereunder to enforce the same, nor shall any waiver by a party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.

Section 13. Venue.
This Agreement shall be construed in accordance with and, governed by, the laws of the State of Washington. The parties agree to venue in the Superior Court for Clark County, State of Washington, to resolve any disputes that may arise under this Agreement.

Section 14. Notices.
All notices, demands, consents, approval or other communications which are required or desired to be given by either party to the other hereunder will be in writing and will be hand-delivered or sent by United States Mail, addressed to the appropriate party at its address as set forth, or at such other address as the party will have last designated by notice to the other. Notices, demands, consents, approvals, and other communications will be deemed given when delivered two (2) days after mailing.

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

With copies to:	Chris Horne 1013 Franklin Street, 4th Floor Post Office Box 5000 Vancouver, WA 98666
Notice to Owner:	Roth Investments, LLC PO Box 634 Jerome ID, 83338

Section 15. Severability.
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.

Section 16. Inconsistencies.
If any provisions of the Clark County Code or the Owner's future land use approvals are deemed inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail.

Section 17. Binding on Successors and Recording.
This Agreement shall run with the land and be binding upon and inure to the benefit of the owner(s), the parties, and their respective heirs, successors and assigns. This Agreement shall be recorded against the real property indicated on Exhibit "A" with the Clark County Auditor.

Section 18. Assignment.
Any Owner may sell or otherwise lawfully dispose of any portion of the Property to another person who, unless otherwise released by all parties, shall be subject to the applicable provisions of this Agreement and entitled to all rights provided for herein. Further, the rights and obligations provided for in this Agreement may be assigned or otherwise transferred.

Section 19. Recitals.
Each of the recitals contained herein are intended to be, and are incorporated as, covenants between the parties and shall be so construed.

Section 20. Amendments.
This Agreement may only be amended by mutual agreement of the parties.

Section 21. No Third-Party Beneficiaries.
This Agreement represents the entire Agreement between the Owner and the County with regard to development of the Property and all prior agreements oral or written are superseded hereby. This Agreement is for the benefit of the County in its duty to provide for public health, safety and welfare and for the owner. No rights or obligations are intended or created by this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Development

Agreement to be executed as of the dates set forth below:

CLARK COUNTY

By _____

ATTEST:

By _____
_____, County Clerk

APPROVED AS TO FORM:

By _____
Chris Horne, Deputy Prosecuting Attorney

OWNER

By: J. M. Roth
Roth Investments, LLC

STATE OF ~~WASHINGTON~~ IDAHO)
) ss.
County of ~~Clark~~ Jerome)

I certify that I know or have satisfactory evidence that J.M. Roth is the person who appeared before me and said person acknowledged that she/he signed this instrument, on oath stated that she/he was authorized to execute the instrument and acknowledged it to be her/his free and voluntary act for the purposes mentioned in the instrument.

DATED: December 6, 2013.

NOTARY PUBLIC
STATE OF IDAHO

Heather Hollander
Notary Public in and for the State of ~~Washington~~ Idaho
Residing at ~~Clark County~~: Jerome County
My appointment expires: March 15, 2018

STATE OF WASHINGTON)
) ss.

County of Clark)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and said person acknowledged that she/he signed this instrument, on oath stated that she/he was authorized to execute the instrument and acknowledged it to be her/his free and voluntary act for the purposes mentioned in the instrument.

DATED: _____, 2013.

_____
Notary Public in and for the State of Washington
Residing at Clark County.
My appointment expires: _____

3

2

4288040 D
RecFee - $33.00 Pages: 2 - CLARK COUNTY TITLE CO
Clark County, WA 02/21/2007 10:48

RECORDING REQUESTED BY:
Steven D. Peterson – Attorney
PO Box 5827
Twin Falls, ID 83303-5827

Real Estate Excise Tax
Ch. 11 Rev. Laws 1951
605833 EXEMPT
Affd. # Date 2-21-07
For details of tax paid see
Affd. #
Doug Lasher
Clark County Treasurer
By
Deputy

Exhibit A
Page 1 of 6

Misc

CORRECTED 2005 GIFT DEED
(Lakin Property)

Grantors: JAMES D. ROTH

Legal Desc (abbr.): Parcel 1: #7 SEC 1 T2N R2EWM AKA LOT 1 SP 1-656 2.33 A
Parcel 2: #7-A SEC 1 T2N R2EWM AKA LOT 2 SP 1-656 1.25A

Grantee: ROTH INVESTMENTS, LLC

Assessor's Tax Parcel ID#: 153934-000, 153934-005

Reference Nos. of Related Documents: Not Applicable

As a Gift, Grantor, hereby conveys, releases, remises and forever quitclaims to ROTH INVESTMENTS, LLC, certain real property situated in the County of Clark, State of Washington, Parcel one (1) consisting of the Lakin house and 2.33 acres more or less and Parcel two (2) consisting of 1.25 acres more or less, legally described as follows:

Parcel One: 153934-000: $252,700.00
Lot 1 of Short Plat, recorded in Book "1" of Short Plats, page 656 as described under Auditor's File No. 2910290061, records of Clark County, being a subdivision of a portion of Section 1, Township 2 North, Range 2 East of the Willamette Meridian, in the County of Clark and State of Washington.

Parcel Two: 153934-005: $97,900.00
Lot 2 of Short Plats, recorded in Book "1" of Short Plats, page 656 as described under Auditor's file No 2910290061, records of Clark County, being a subdivision of a portion of Section 1, Township 2 North, Range 2 East of the Willamette Meridian, in the County of Clark and State of Washington.

SUBJECT TO road easements and utility easements for ingress and egress for the use and benefit of all lying within said plat

Together with all appurtenances, including water rights; this conveyance is to ROTH INVESTMENTS, LLC, as its separate property and all income from said property is intended to be its separate property.

The Grantor of this property has an interest in this property prior to this transfer. The Grantor of this property also has an interest in Roth Investments, LLC. Thus, the beneficial ownership of this property remains unchanged as a result of this transfer. Therefore, according to Washington Statute, Section 82.45.010(o) this transfer is not a "sale" subject to the excise tax mandated by Washington Statute, Section 82.45.060.

IN WITNESS WHEREOF, I have hereunto set my hand hereto this 30th day of December, 2005.

James D. Roth By Donna Roth POA
JAMES D. ROTH, By Donna Roth Habersetzer
Habersetzer Special Power of Attorney

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 30 day of December, 2005, before me, a Notary Public in and for said county and state, personally appeared DONNA ROTH HABERSETZER, individually and as Special Power of Attorney, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same on behalf of herself and Siblings.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the same day and year in this certificate first above written.

STEVEN D. PETERSON
NOTARY PUBLIC
STATE OF IDAHO

Steven D. Peterson
NOTARY PUBLIC FOR IDAHO
Residing at: Twin Falls
My Commission Expires: 5-2-2012

4

3984673
Page: 1 of 1
05/09/2005 11:04A
CHICAGO TITLE INSURANCE D 19.00 Clark County, WA

Name: John Michael Roth
Address: 17116 NE 88th Street
City, State: Vancouver, WA 98682

Real Estate Excise Tax
Ch. 11 Rev. Laws 1961
565884 EXEMPT
Affd. # Date 5-9-05
For Details of tax paid see
Affd. #
Doug Lasher
Clark County Treasurer
By Deputy

Exhibit A
Page 3 of 6

L35695 MC

CHICAGO TITLE INSURANCE COMPANY
QUIT CLAIM DEED

THE GRANTOR John Michael Roth and Nancy D. Roth, husband and wife

for and in consideration of a mere change in identity

conveys and quit claims to Roth Investments, LLC., an Idaho limited liability company the following described real estate, situated in the County of Clark, State of Washington, including any after acquired title:
The East 138.3 feet of the South 315 feet of the Southeast quarter of the Northeast quarter of Section 1, Township 2 North, Range 2 East of the Willamette Meridian, Clark County, Washington

EXCEPT any portion lying within NE 88th Street.

Tax Account No.: 153970-000

Abbreviated Legal: Section: Portion of 1 Township: 2 North Range: 2 East

Dated: May 4, 2005

John Michael Roth Nancy D. Roth

STATE OF WASHINGTON
COUNTY OF CLARK

I certify that I know or have satisfactory evidence that John Michael Roth and Nancy D. Roth the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes therein mentioned in this instrument.

Dated: 5.6.05

Notary Public in and for the State of Washington
Residing at
My appointment expires:

KIM J. DAUGHERTY NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 8-19-07

LPB No. 12

3535814
Page: 1 of 8
11/01/2002 08:27
STOEL RIVES D 26.00 Clark County, WA

Real Estate Excise Tax
Ch. 11 Rev. Laws 1951
EXEMPT
Affd. #493509 Date 2-7-02
For Details of tax paid see
Affd. #
Doug Lasher
Clark County Treasurer
By Deputy

Mail Tax Notices to:

Roth Investments, L.L.C.
8154 N.E. 182nd Ave.
Vancouver, WA 98682

Exhibit A
Page 4 of 6

SPACE ABOVE THIS LINE FOR RECORDER'S USE

QUITCLAIM DEED

THE GRANTORS, **JOHN MICHAEL ROTH, DONNA MARIE HABERSETZER, SUSAN L. FALTER, JAMES D. ROTH, JUDY ANN ROTH, DENISE ROTH MANES (previously known as DENISE ROTH), TODD A. ROTH and LISA M. WHITMIRE**, do hereby convey and quitclaim to **ROTH INVESTMENTS, L.L.C.**, the following described real estate, situated in Clark County, State of Washington:

Recorded under Clark County Auditor's File No. 8812070185 and 8612300168.

Tax Serial Number 154006-000.

The Northeast quarter of the Southeast quarter of the Southeast quarter, and the East half of the Northeast quarter of the Southeast quarter of Section 1, Township 2 North, Range 2 East of the Willamette Meridian, in Clark County, Washington; Except the West 250.51 feet of the North 870 feet of the East half of the Northeast quarter of the Southeast quarter, as measured along the North and West lines thereof.

LESS AND EXCEPT:
That portion of the East half of the Northeast quarter of the Southeast quarter of Section 1, Township 2 North, Range 2 East of the Willamette Meridian, described as follows:

Beginning on the West line of the East half of the Northeast quarter of the Southeast quarter of said Section 1 which is South 0°33' 40" West 870

feet from the Northwest corner of said East half, to the true point of beginning; thence South 0° 33' 40" West 230 feet along said West line; thence South 88° 28' 07" East 190 feet; thence North 0° 33' 40" East 230 feet; thence North 88° 28' 07" West 190 feet to the true point of beginning;

TOGETHER WITH a non-exclusive easement for road purposes including the transportation of utilities, described as follows:

Exhibit A
Page 5 of 6

Beginning at the Northeast corner of the tract herein conveyed as above described; thence North 88° 28' 07" East 60.51 feet; thence North 0° 33' 40" East 870 feet to the center line of NE 88th Street; thence along said center line South 88° 28' 07" East 60 feet; thence South 0° 33' 40" West 930 feet; thence North 88° 28' 07" West 120.51 feet to the Easterly line of the tract herein conveyed; thence North 0° 33' 40" East 60 feet to the point of beginning.

The eight grantors of this property each have an equal interest in this property prior to this transfer. The eight grantors of this property also each have a 12.5% interest in Roth Investments, L.L.C. Thus, the beneficial ownership of this property remains unchanged as a result of this transfer. Therefore, according to Washington Statute, Section 82.45.010 (o) this transfer is not a "sale" subject to the excise tax mandated by Washington Statute, Section 82.45.060.

DATED This 5th day of June, 2001.

John Michael Roth
JOHN MICHAEL ROTH

Susan L. Falter
SUSAN L. FALTER

James D. Roth
JAMES D. ROTH

Judy Ann Roth Mezes
JUDY ANN ROTH

WHEN RECORDED RETURN TO:
Roth Investments, LLC
P.O. Box 634
Jerome, ID 83338

Exhibit A
Page 6 of 6

QUIT CLAIM DEED
(Monet's Garden)

GRANTORS: JOHN MICHAEL ROTH, DONNA ROTH HABERSETZER, SUSAN ROTH FALTER, JAMES D. ROTH, JUDY ROTH MEZES, DENISE ROTH MANES, TODD A. ROTH, and LISA ROTH WHITMIRE
GRANTEE: ROTH INVESTMENTS, LLC
LEGAL DESCRIPTION (abbr.): Portion of Remainder Lot #43 of Monet's Garden per Plat as recorded in Book J of Plats, on page 322
ASSESSOR'S TAX PARCEL ID#: 115621-192

For no monetary consideration, but as a mere change in identity, Grantors hereby convey, release, remise and forever quitclaim to ROTH INVESTMENTS, LLC all remaining interest in and to certain property situated in the County of Clark, State of Washington, legally described as follows:

> That part of the Remainder Lot #43 of Monet's Garden as recorded in Book J of Plats, on Page 322, Records of Clark County, Washington, laying **South** of NE 88th Street, in Section 6, Township 2 N, Range 3 E.W.M.

together with all appurtenances, including water rights; this conveyance is to ROTH INVESTMENTS, LLC, as its sole and separate property and all income from said property is intended to be its separate property.

The Grantors of this property have an interest in this property prior to this transfer. The Grantor of this property also have an interest in Roth Investments, LLC. Thus, the beneficial ownership of this property remains unchanged as a result of this transfer. Therefore, according to Washington Statute, Section 82.45.010(o) this transfer is not a "sale" subject to the excise tax mandated by Washington Statute, Section 82.45.060.

Clark Auditor Tue Apr 22 16:14:19 PDT 2008 4448117 Page 2

DEVELOPMENT AGREEMENT FOR
REMOVAL OF URBAN HOLDING DESIGNATION
BY AND BETWEEN CLARK COUNTY
AND PROPERTY OWNER

THIS DEVELOPMENT AGREEMENT is made and entered into by and between Clark County, a Washington Municipal Corporation, hereinafter the "County," and Jesse R. Hurley and Linda L. Hurley, hereinafter referred to as the "Owners."

RECITALS

WHEREAS, the Owner owns or controls those certain parcel or parcels of real property ("the Property") which are located within the County's present Urban Growth Boundary, and whose legal descriptions are more fully described in the deed attached as Exhibit "A", which is incorporated by reference herein; and,

WHEREAS, the County is a Washington Municipal Corporation with land use planning and permitting authority, including zoning and implementation of the Comprehensive Plan; and,

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

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

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

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

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

And,

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

WHEREAS, the Property is currently subject to the County's Urban Holding designation; and

WHEREAS, pursuant to the County's Comprehensive Plan criteria, the parties wish to establish and memorialize that such criteria has been satisfied or shall be satisfied under the provisions of this Agreement.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Development Agreement.
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 between the Owner and the County upon the County's approval by ordinance or resolution following a public hearing as provided for in RCW 36.70B.170.

Section 2. Definitions.
As used in this Development Agreement, the following terms, phrases and words shall have the meanings and be interpreted as set forth in this Section.

a) "Adopting Resolution" means the Resolution which approves this Development Agreement, as required by RCW 36.70B.200.

b) "Effective Date" means the effective date established by the Adopting Resolution.

Section 3. Removal of Urban Holding Designation.
The Board of County Commissioners will adopt a Resolution prior to or concurrent with this agreement containing affirmative findings that amendment of the Capital Facilities Plan will allow Transportation Impact fees from the this area to be used for projects in the unincorporated area. Findings by the Board that localized critical links and intersection improvements are reasonably funded will allow the Urban Holding designation for the Property to be removed; and, based upon the provisions of this Agreement, the County agrees to remove the Urban Holding designation for the Property.

Section 4. Payment of Park Impact Fee.
The Fifth Plain Creek urban holding area requires adoption of a master plan that includes a neighborhood park. The party's commitment below satisfies this requirement.

In addition to the Park Impact fee (PIF) that would otherwise apply to the issuance of a building permit on the Property; the Owner agrees to be subject to an additional five hundred dollar (500.00) per lot additional park impact fee. Such fee shall be paid at the same time as PIFs otherwise due would be paid.

Section 5. No Building Permit.
No building permit(s) for the Property shall be issued for any of the Property subdivided after the date of this agreement, unless the County's Capital Facilities Plan has been amended (and, if necessary, amendment of the inter-local agreement between the City and the County) to allow the County to collect and utilize TIFs from the Fifth Plain Creek area on transportation improvements in the Fifth Plain Creek sub-area. (A note to this effect must be included on the face of the plats for all property subject to this/these development agreements.) The County agrees to exercise its best efforts to amend the Capital Facilities Plan for the Fifth Plain Creek sub-area within 18 months of the date of this agreement. The Property shall vest for purposes of the TIF rate paid per trip at the time of building permit application.

Section 6. Annexation.
The Owner agrees that prior to recording a Final Plat or receiving a Final Site Plan Approval, it shall record a covenant on the Property indicating that the owner or any subsequent owner of the Property shall not oppose annexation to a city.

Section 7. Term of Agreement.
This Agreement shall commence upon the Effective Date, and shall continue in force for a period of ten (10) years by mutual agreement of the parties.

Section 8. Land Use Applications and Vesting.
As provided for in RCW 36.70B.190, during the term of this Agreement, the development standards provided for in 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 of this Agreement. The parties agree that regulations imposed pursuant to the Clean Water Act are not subject to vesting under this section.

Section 9. Minor Modifications.
Minor modifications to the provisions of this Agreement or the exhibits attached hereto that are mutually agreed upon by the Parties may be allowed administratively without the necessity of a public hearing. Pursuant to RCW 36.70B.170, the County reserves the right to impose new or different regulations to the extent required by a serious threat to public health and safety.

Section 10. Further Discretionary Actions.
Nothing in this Agreement shall be construed to limit the authority or the obligation of the County to process any land use approvals, including preliminary plat, PUD, CUP, Site Plan Review or Building Permit under the processes established by the County; provided however, that such process shall not impose conditions inconsistent with the provisions of this Agreement.

Section 11. Remedies.
Should a disagreement arise between the County and the Owner regarding the interpretation and application of this Agreement, the parties agree to attempt to resolve the disagreement by first meeting and conferring. If mediation proves unsuccessful the disagreement may be resolved by judicial action filed in the Clark County Superior Court.

Section 12. Performance.
Failure by either party at any time to require performance by the other party of any of the provisions hereof shall in no way affect the parties' rights hereunder to enforce the same,
nor shall any waiver by a party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.

Section 13. Venue.
This Agreement shall be construed in accordance with and, governed by, the laws of the State of Washington. The parties agree to venue in the Superior Court for Clark County, State of Washington, to resolve any disputes that may arise under this Agreement.

Section 14. Notices.
All notices, demands, consents, approval or other communications which are required or desired to be given by either party to the other hereunder will be in writing and will be hand-delivered or sent by United States Mail, addressed to the appropriate party at its address as set forth, or at such other address as the party will have last designated by notice to the other. Notices, demands, consents, approvals, and other communications will be deemed given when delivered two (2) days after mailing.

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

With copies to:	Chris Horne 1013 Franklin Street, 4th Floor Post Office Box 5000 Vancouver, WA 98666
Notice to Owners:	Jesse R. Hurley and Linda L. Hurley 16906 NE 78th Street Vancouver WA, 98682

Section 15. Severability.
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.

Section 16. Inconsistencies.
If any provisions of the Clark County Code or the Owner's future land use approvals are deemed inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail.

Section 17. Binding on Successors and Recording.
This Agreement shall run with the land and be binding upon and inure to the benefit of the owner(s), the parties, and their respective heirs, successors and assigns. This Agreement shall be recorded against the real property indicated on Exhibit "A" with the Clark County Auditor.

Section 18. Assignment.
Any Owner may sell or otherwise lawfully dispose of any portion of the Property to another person who, unless otherwise released by all parties, shall be subject to the applicable provisions of this Agreement and entitled to all rights provided for herein. Further, the rights and obligations provided for in this Agreement may be assigned or otherwise transferred.

Section 19. Recitals.
Each of the recitals contained herein are intended to be, and are incorporated as, covenants between the parties and shall be so construed.

Section 20. Amendments.
This Agreement may only be amended by mutual agreement of the parties.

Section 21. No Third-Party Beneficiaries.
This Agreement represents the entire Agreement between the Owner and the County with regard to development of the Property and all prior agreements oral or written are superseded hereby. This Agreement is for the benefit of the County in its duty to provide for public health, safety and welfare and for the owner. No rights or obligations are intended or created by this Agreement.

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

CLARK COUNTY

By _____

ATTEST:

By _____
_____, County Clerk

APPROVED AS TO FORM:

By _____
Chris Horne, Deputy Prosecuting Attorney

OWNERS

By: _____
Jesse R. Hurley

By: _____
Linda L. Hurley

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that Jesse R. ; Linda L. Hurley is the person who appeared before me and said person acknowledged that she/he signed this instrument, on oath stated that she/he was authorized to execute the instrument and acknowledged it to be her/his free and voluntary act for the purposes mentioned in the instrument.

DATED: Dec. 7, 2013.

MELISSA A LUCORE
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
JULY 15, 2015

_____
Notary Public in and for the State of Washington
Residing at Clark County
My appointment expires: July 15, 2015

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that Jesse R. Hurley is the person who appeared before me and said person acknowledged that she/he signed this instrument, on oath stated that she/he was authorized to execute the instrument and acknowledged it to be her/his free and voluntary act for the purposes mentioned in the instrument.

DATED: Dec. 7th, 2013.

MELISSA A LUCORE
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
JULY 15, 2015

Notary Public in and for the State of Washington
Residing at Clark County.
My appointment expires: July 15, 2015

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that Linda L. Hurley is the person who appeared before me and said person acknowledged that she/he signed this instrument, on oath stated that she/he was authorized to execute the instrument and acknowledged it to be her/his free and voluntary act for the purposes mentioned in the instrument.

DATED: Dec 7th, 2013.

MELISSA A LUCORE
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
JULY 15, 2015

Notary Public in and for the State of Washington
Residing at Clark County.
My appointment expires: July 15, 2015

Exhibit A
Page 1 of 1

LEGAL DESCRIPTION

The Southeast quarter of the Southeast quarter of the Southeast quarter of Section 1, Township 2 North, Range 2 East of the Willamette Meridian, Clark County.

TOGETHER WITH an easement for ingress, egress and utilities over the South 30 feet of Lot 12, ELAINE PARK, according to the plat thereof, recorded in Volume "C" of Plats, at page 64, records of Clark County.

EXCEPT the West 5 acres thereof.

Situate in the County of Clark, State of Washington.

FILED FOR RECORD
CLARK CO. WASH
TRANSAMERICA TITLE INSURANCE CO.
AUG 9 3 38 PM '91
AUDITOR
ELIZABETH A LUCE

465

153933-000
Jesse + Linda

DEVELOPMENT AGREEMENT FOR
REMOVAL OF URBAN HOLDING DESIGNATION
BY AND BETWEEN CLARK COUNTY
AND PROPERTY OWNER

THIS DEVELOPMENT AGREEMENT is made and entered into by and between Clark County, a Washington Municipal Corporation, hereinafter the "County," and Gary M. Boldt and Helen J. Boldt, hereinafter referred to as the "Owners."

RECITALS

WHEREAS, the Owner owns or controls those certain parcel or parcels of real property ("the Property") which are located within the County's present Urban Growth Boundary, and whose legal descriptions are more fully described in the deeds attached as Exhibit "A", which is incorporated by reference herein; and,

WHEREAS, the County is a Washington Municipal Corporation with land use planning and permitting authority, including zoning and implementation of the Comprehensive Plan; and,

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

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

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

And,

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

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

And,

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

WHEREAS, the Property is currently subject to the County's Urban Holding designation; and

WHEREAS, pursuant to the County's Comprehensive Plan criteria, the parties wish to establish and memorialize that such criteria has been satisfied or shall be satisfied under the provisions of this Agreement.

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a) "Adopting Resolution" means the Resolution which approves this Development Agreement, as required by RCW 36.70B.200.

b) "Effective Date" means the effective date established by the Adopting Resolution.

Section 3. Removal of Urban Holding Designation.
The Board of County Commissioners will adopt a Resolution prior to or concurrent with this agreement containing affirmative findings that amendment of the Capital Facilities Plan will allow Transportation Impact fees from the this area to be used for projects in the unincorporated area. Findings by the Board that localized critical links and intersection improvements are reasonably funded will allow the Urban Holding designation for the Property to be removed; and, based upon the provisions of this Agreement, the County agrees to remove the Urban Holding designation for the Property.

Section 4. Payment of Park Impact Fee.
The Fifth Plain Creek urban holding area requires adoption of a master plan that includes a neighborhood park. The party's commitment below satisfies this requirement.

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Section 5. No Building Permit.
No building permit(s) for the Property shall be issued for any of the Property subdivided after the date of this agreement, unless the County's Capital Facilities Plan has been amended (and, if necessary, amendment of the inter-local agreement between the City and the County) to allow the County to collect and utilize TIFs from the Fifth Plain Creek area on transportation improvements in the Fifth Plain Creek sub-area. (A note to this effect must be included on the face of the plats for all property subject to this/these development agreements.) The County agrees to exercise its best efforts to amend the Capital Facilities Plan for the Fifth Plain Creek sub-area within 18 months of the date of this agreement. The Property shall vest for purposes of the TIF rate paid per trip at the time of building permit application.

Section 6. Annexation.
The Owner agrees that prior to recording a Final Plat or receiving a Final Site Plan Approval, it shall record a covenant on the Property indicating that the owner or any subsequent owner of the Property shall not oppose annexation to a city.

Section 7. Term of Agreement.
This Agreement shall commence upon the Effective Date, and shall continue in force for a period of ten (10) years by mutual agreement of the parties.

Section 8. Land Use Applications and Vesting.
As provided for in RCW 36.70B.190, during the term of this Agreement, the development standards provided for in 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 of this Agreement. The parties agree that regulations imposed pursuant to the Clean Water Act are not subject to vesting under this section.

Section 9. Minor Modifications.
Minor modifications to the provisions of this Agreement or the exhibits attached hereto that are mutually agreed upon by the Parties may be allowed administratively without the necessity of a public hearing. Pursuant to RCW 36.70B.170, the County reserves the right to impose new or different regulations to the extent required by a serious threat to public health and safety.

Section 10. Further Discretionary Actions.
Nothing in this Agreement shall be construed to limit the authority or the obligation of the County to process any land use approvals, including preliminary plat, PUD, CUP, Site Plan Review or Building Permit under the processes established by the County; provided however, that such process shall not impose conditions inconsistent with the provisions of this Agreement.

Section 11. Remedies.
Should a disagreement arise between the County and the Owner regarding the interpretation and application of this Agreement, the parties agree to attempt to resolve the disagreement by first meeting and conferring. If mediation proves unsuccessful the disagreement may be resolved by judicial action filed in the Clark County Superior Court.

Section 12. Performance.
Failure by either party at any time to require performance by the other party of any of the provisions hereof shall in no way affect the parties' rights hereunder to enforce the same,
nor shall any waiver by a party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.

Section 13. Venue.
This Agreement shall be construed in accordance with and, governed by, the laws of the State of Washington. The parties agree to venue in the Superior Court for Clark County, State of Washington, to resolve any disputes that may arise under this Agreement.

Section 14. Notices.
All notices, demands, consents, approval or other communications which are required or desired to be given by either party to the other hereunder will be in writing and will be hand-delivered or sent by United States Mail, addressed to the appropriate party at its address as set forth, or at such other address as the party will have last designated by notice to the other. Notices, demands, consents, approvals, and other communications will be deemed given when delivered two (2) days after mailing.

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

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and said person acknowledged that she/he signed this instrument, on oath stated that she/he was authorized to execute the instrument and acknowledged it to be her/his free and voluntary act for the purposes mentioned in the instrument.

DATED: _____, 2013.

_____
Notary Public in and for the State of Washington
Residing at Clark County.
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that Gary M + Helen J Bell are ~~is~~ the person~~s~~ who appeared before me and said person~~s~~ acknowledged that she/he signed this instrument, on oath stated that she/he was authorized to execute the instrument and acknowledged it to be her/his free and voluntary act for the purposes mentioned in the instrument.

DATED: Dec. 06, 2013.

NOTARY PUBLIC
STATE OF WASHINGTON
DONNA J. MOIR
Commission Expires September 14, 2017

Donna J. Moir
Notary Public in and for the State of Washington
Residing at ~~Clark County~~. Lewis County
My appointment expires: 9/14/17

CLARK COUNTY

By _____

ATTEST:

By _____
_____, County Clerk

APPROVED AS TO FORM:

By _____
Chris Horne, Deputy Prosecuting Attorney

OWNERS

By: _____
Gary M. Boldt

By: _____
Helen J. Boldt

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and said person acknowledged that she/he signed this instrument, on oath stated that she/he was authorized to execute the instrument and acknowledged it to be her/his free and voluntary act for the purposes mentioned in the instrument.

DATED: _____, 2013.

_____
Notary Public in and for the State of Washington
Residing at Clark County.
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
County of Clark)

05-25-95

Exhibit A
Page 1 of 2

9505250282

This Space Reserved For Recorder's Use

TRANSAMERICA TITLE INSURANCE CO
MAY 25 4 30 PM '95

Filed for Record at Request of

AFTER RECORDING MAIL TO:

Name Gary M. Boldt & Helen J. Boldt

Address 18905 NE 83rd St.

City, State, Zip Vancouver, Washington 98682

Real Estate Excise Tax
Ch. 11 Rev. Laws 1951
EXEMPT
Affid. 0 Date 5-25-95
For details of tax paid see
Affid. B 266375
Doug Lasher
Clark County Treasurer
BY

174987SM (FULFILLMENT)

Statutory Warranty Deed

THE GRANTOR JAMES E. SNYDER, who acquired title as JAMES SNYDER, as his separate estate

for and in consideration of FULFILLMENT OF REAL ESTATE CONTRACT

in hand paid, conveys and warrants to GARY M. BOLDT and HELEN J. BOLDT, husband and wife

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

The Southwest quarter of the Southeast quarter; all in Section Six (6), Township Two (2) North, Range Three (3) East of the Willamette Meridian.

This deed is given in fulfillment of that certain real estate contract between the parties hereto, dated July 14, , 1986, and conditioned for the conveyance of the above described property, and the covenants of warranty herein contained shall not apply to any title, interest or encumbrance arising by, through or under the purchaser in said contract, and shall not apply to any taxes, assessments or other charges levied, assessed or becoming due subsequent to the date of said contract.

Real Estate Excise Tax was paid on this sale or stamped exempt on July 21, 1986, Rec. No. 266375

Dated this 24th day of May, 1995

By James E. Snyder
James E. Snyder

By _____ By _____

By _____ By _____

STATE OF Washington
COUNTY OF Clark } ss

901

I certify that I know or have satisfactory evidence that James E. Snyder

the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: May 24, 1995

NOTARY PUBLIC STATE OF WASHINGTON

Susan K. Miller

Notary Public in and for the State of Washington
Residing at Vancouver / Susan K. Miller
My appointment expires: 9/15/97

LPB-11

7903290069

Exhibit A
Page 2 of 2

117

Transamerica Title Insurance Co.
MAR 23 11 01 AM '79

STATE OF Washington
DEPT. OF NAR 25 '79
REVENUE
Conveyance Tax
150.00

WARRANTY FULFILLMENT DEED

THE GRANTORS, HARLAN I. BOLDT and RUTH I. BOLDT, husband and wife, for and in consideration of Ten Dollars (10.00) in hand paid, convey and warrant to GARY M. BOLDT and HELEN J. BOLDT, husband and wife, the following described real estate, situated in the County of Clark, State of Washington:

> The Southeast Quarter of the Southeast Quarter of Section Six (6), Township Two (2) North, Range Three (3) East of the Willamette Meridian.

This deed is given in fulfillment of that certain real estate contract between the parties hereto, dated December 12, 1978, and conditioned for the conveyance of the above described property, and the covenants of warranty herein contained shall not apply to any title, interest or encumbrance arising by, through or under the purchaser in said contract, and shall not apply to any taxes, assessments or other charges levied, assessed or becoming due subsequent to the date of said contract.

DATED this 12th day of December, 1978.

Real Estate Excise Tax
Ch. 11 Rev. Laws 1938
EXEMPT
Date 3-29-79
For details of tax paid see
Ind. # 185741
June S. Sparks
Clark County Treasurer
Deputy

Ruth I. Boldt
Harlan I. Boldt

STATE OF WASHINGTON)
) ss
COUNTY OF CLARK)

On this day personally appeared before me HARLAN I. BOLDT and RUTH I. BOLDT 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 12th day of December, 1978.

Notary Public in and for the State of Washington, residing at Battle Ground

① 131441-6

DEVELOPMENT AGREEMENT FOR
REMOVAL OF URBAN HOLDING DESIGNATION
BY AND BETWEEN CLARK COUNTY
AND PROPERTY OWNER

THIS DEVELOPMENT AGREEMENT is made and entered into by and between Clark County, a Washington Municipal Corporation, hereinafter the "County," and Mark Hinton and Joni J. Hinton, hereinafter referred to as the "Owners."

RECITALS

WHEREAS, the Owner owns or controls those certain parcel or parcels of real property ("the Property") which are located within the County's present Urban Growth Boundary, and whose legal descriptions are more fully described in the deed attached as Exhibit "A", which is incorporated by reference herein; and,

WHEREAS, the County is a Washington Municipal Corporation with land use planning and permitting authority, including zoning and implementation of the Comprehensive Plan; and,

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

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

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

And,

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

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

And,

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

WHEREAS, the Property is currently subject to the County's Urban Holding designation; and

WHEREAS, pursuant to the County's Comprehensive Plan criteria, the parties wish to establish and memorialize that such criteria has been satisfied or shall be satisfied under the provisions of this Agreement.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Development Agreement.
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 between the Owner and the County upon the County's approval by ordinance or resolution following a public hearing as provided for in RCW 36.70B.170.

Section 2. Definitions.
As used in this Development Agreement, the following terms, phrases and words shall have the meanings and be interpreted as set forth in this Section.

a) "Adopting Resolution" means the Resolution which approves this Development Agreement, as required by RCW 36.70B.200.

b) "Effective Date" means the effective date established by the Adopting Resolution.

Section 3. Removal of Urban Holding Designation.
The Board of County Commissioners will adopt a Resolution prior to or concurrent with this agreement containing affirmative findings that amendment of the Capital Facilities Plan will allow Transportation Impact fees from the this area to be used for projects in the unincorporated area. Findings by the Board that localized critical links and intersection improvements are reasonably funded will allow the Urban Holding designation for the Property to be removed; and, based upon the provisions of this Agreement, the County agrees to remove the Urban Holding designation for the Property.

Section 4. Payment of Park Impact Fee.
The Fifth Plain Creek urban holding area requires adoption of a master plan that includes a neighborhood park. The party's commitment below satisfies this requirement.

In addition to the Park Impact fee (PIF) that would otherwise apply to the issuance of a building permit on the Property; the Owner agrees to be subject to an additional five hundred dollar (500.00) per lot additional park impact fee. Such fee shall be paid at the same time as PIFs otherwise due would be paid.

Section 5. No Building Permit.
No building permit(s) for the Property shall be issued for any of the Property subdivided after the date of this agreement, unless the County's Capital Facilities Plan has been amended (and, if necessary, amendment of the inter-local agreement between the City and the County) to allow the County to collect and utilize TIFs from the Fifth Plain Creek area on transportation improvements in the Fifth Plain Creek sub-area. (A note to this effect must be included on the face of the plats for all property subject to this/these development agreements.) The County agrees to exercise its best efforts to amend the Capital Facilities Plan for the Fifth Plain Creek sub-area within 18 months of the date of this agreement. The Property shall vest for purposes of the TIF rate paid per trip at the time of building permit application.

Section 6. Annexation.
The Owner agrees that prior to recording a Final Plat or receiving a Final Site Plan Approval, it shall record a covenant on the Property indicating that the owner or any subsequent owner of the Property shall not oppose annexation to a city.

Section 7. Term of Agreement.
This Agreement shall commence upon the Effective Date, and shall continue in force for a period of ten (10) years by mutual agreement of the parties.

Section 8. Land Use Applications and Vesting.
As provided for in RCW 36.70B.190, during the term of this Agreement, the development standards provided for in 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 of this Agreement. The parties agree that regulations imposed pursuant to the Clean Water Act are not subject to vesting under this section.

Section 9. Minor Modifications.
Minor modifications to the provisions of this Agreement or the exhibits attached hereto that are mutually agreed upon by the Parties may be allowed administratively without the necessity of a public hearing. Pursuant to RCW 36.70B.170, the County reserves the right to impose new or different regulations to the extent required by a serious threat to public health and safety.

Section 10. Further Discretionary Actions.
Nothing in this Agreement shall be construed to limit the authority or the obligation of the County to process any land use approvals, including preliminary plat, PUD, CUP, Site Plan Review or Building Permit under the processes established by the County; provided however, that such process shall not impose conditions inconsistent with the provisions of this Agreement.

Section 11. Remedies.
Should a disagreement arise between the County and the Owner regarding the interpretation and application of this Agreement, the parties agree to attempt to resolve the disagreement by first meeting and conferring. If mediation proves unsuccessful the disagreement may be resolved by judicial action filed in the Clark County Superior Court.

Section 12. Performance.
Failure by either party at any time to require performance by the other party of any of the provisions hereof shall in no way affect the parties' rights hereunder to enforce the same, nor shall any waiver by a party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.

Section 13. Venue.
This Agreement shall be construed in accordance with and, governed by, the laws of the State of Washington. The parties agree to venue in the Superior Court for Clark County, State of Washington, to resolve any disputes that may arise under this Agreement.

Section 14. Notices.
All notices, demands, consents, approval or other communications which are required or desired to be given by either party to the other hereunder will be in writing and will be hand-delivered or sent by United States Mail, addressed to the appropriate party at its address as set forth, or at such other address as the party will have last designated by notice to the other. Notices, demands, consents, approvals, and other communications will be deemed given when delivered two (2) days after mailing.

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

With copies to: Chris Horne
1013 Franklin Street, 4th Floor
Post Office Box 5000
Vancouver, WA 98666

Notice to Owners: Mark Hinton and Joni J. Hinton
14010 A NE 3rd CT., Suite 106
Vancouver WA, 98685

Section 15. Severability.
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.

Section 16. Inconsistencies.
If any provisions of the Clark County Code or the Owner's future land use approvals are deemed inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail.

Section 17. Binding on Successors and Recording.
This Agreement shall run with the land and be binding upon and inure to the benefit of the owner(s), the parties, and their respective heirs, successors and assigns. This Agreement shall be recorded against the real property indicated on Exhibit "A" with the Clark County Auditor.

Section 18. Assignment.
Any Owner may sell or otherwise lawfully dispose of any portion of the Property to another person who, unless otherwise released by all parties, shall be subject to the applicable provisions of this Agreement and entitled to all rights provided for herein. Further, the rights and obligations provided for in this Agreement may be assigned or otherwise transferred.

Section 19. Recitals.
Each of the recitals contained herein are intended to be, and are incorporated as, covenants between the parties and shall be so construed.

Section 20. Amendments.
This Agreement may only be amended by mutual agreement of the parties.

Section 21. No Third-Party Beneficiaries.
This Agreement represents the entire Agreement between the Owner and the County with regard to development of the Property and all prior agreements oral or written are superseded hereby. This Agreement is for the benefit of the County in its duty to provide for public health, safety and welfare and for the owner. No rights or obligations are intended or created by this Agreement.

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

CLARK COUNTY

By _____

ATTEST:

By _____
_____, County Clerk

APPROVED AS TO FORM:

By _____
Chris Horne, Deputy Prosecuting Attorney

OWNERS

By: _____
Mark Hinton

By: _____
Joni J. Hinton

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me and said person acknowledged that she/he signed this instrument, on oath stated that she/he was authorized to execute the instrument and acknowledged it to be her/his free and voluntary act for the purposes mentioned in the instrument.

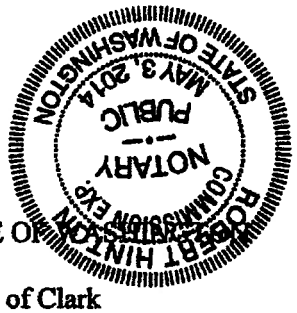
DATED: _____, 2013.

_____
Notary Public in and for the State of Washington
Residing at Clark County.
My appointment expires: _____

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 she/he signed this instrument, on oath stated that she/he was authorized to execute the instrument and acknowledged it to be her/his free and voluntary act for the purposes mentioned in the instrument.

DATED: Dec 9th, 2013.



Notary Public in and for the State of Washington
Residing at Clark County.
My appointment expires: 5/3/14

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that Joan Hinton is the person who appeared before me and said person acknowledged that she/he signed this instrument, on oath stated that she/he was authorized to execute the instrument and acknowledged it to be her/his free and voluntary act for the purposes mentioned in the instrument.

DATED: Dec 9th, 2013.

Notary Public in and for the State of Washington
Residing at Clark County.
My appointment expires: 5/3/14

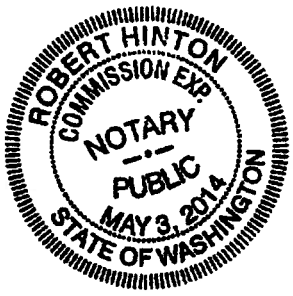


Exhibit A
Page 1 of 1

EXHIBIT "E"

A parcel of property located in the Southwest quarter of Section 6, Township 2 North, Range 3 East of the Willamette Meridian in Clark County, Washington, described as follows:

That certain parcel of property as conveyed to Mark and Joni J. Hinton by deed recorded under Auditor's File No. 3973816 of Clark County records described as follows:

The South 11.02 chains of the Southwest quarter of Section 6, Township 2 North, Range 3 East of the Willamette Meridian in Clark County, Washington.

Hinton
168622-000

Clark Auditor Fri Aug 17 12:42:10 PDT 2007 4364294 Page 8

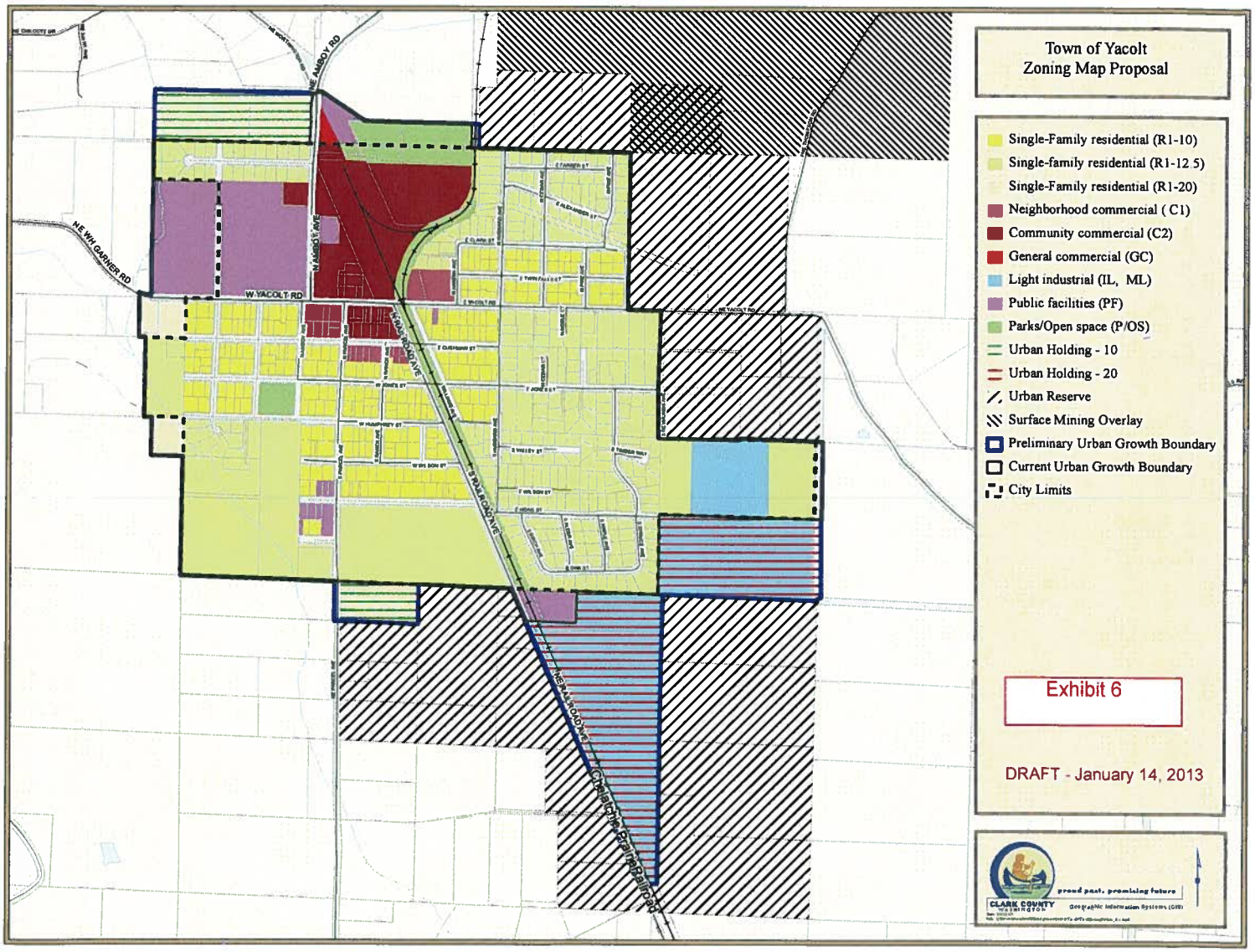

Town of Yacolt
Zoning Map Proposal
Single-Family residential (R1-10)
Single-family residential (R1-12.5)
Single-Family residential (R1-20)
Neighborhood commercial (C1)
Community commercial (C2)
General commercial (GC)
Light industrial (IL, ML)
Public facilities (PF)
Parks/Open space (P/OS)
Urban Holding - 10
Urban Holding - 20
Urban Reserve
Surface Mining Overlay
Preliminary Urban Growth Boundary
Current Urban Growth Boundary
City Limits
Exhibit 6
DRAFT - January 14, 2013
proud past, promising future
CLARK COUNTY
WASHINGTON
Geographic Information Systems (GIS)
NE AMBOY RD
NE WH GARNER RD
W YACOLT RD
N AMBOY AVE
N RAILROAD AVE
S RAILROAD AVE
NE RAILROAD AVE
Chelatchie Prairie Railroad

Exhibit 6a

RECEIVED AUG 30 2013

RESOLUTION #497

A RESOLUTION ADOPTING THE COMPREHENSIVE GROWTH MANAGEMENT PLAN UPDATE FOR THE TOWN OF YACOLT.

WHEREAS, under the Washington State Growth Management Act (GMA), set forth in the Revised Code of the Washington State Constitution Chapter 36.70A, the Town of Yacolt is required to develop a Comprehensive Plan that is consistent with the goals and other requirements of GMA; and

WHEREAS, Yacolt adopted its initial and updated Comprehensive Growth Management Plan on October 15, 2007; and

WHEREAS, Yacolt prepared and circulated the draft of the Comprehensive Plan Update; and

WHEREAS, the draft Comprehensive Plan Update was reviewed under the requirements of the Washington State Environmental Policy Act, and addressed in the Final Environmental Impact Statement for the Comprehensive Growth Management Plans of Clark County, Battle Ground, Camas, La Center, Ridgefield, Vancouver, Washougal and Yacolt, June 28, 2013; and

WHEREAS, Yacolt presented the draft Comprehensive Plan Update to the Clark County Planning Commission on July 16, 2013, and Clark County Long Range Planning staff informed the Planning Commission that there are no conflicts between Clark County's Comprehensive Growth Management Plan and Yacolt's Plan; and

WHEREAS, Yacolt provided opportunities for local agencies and the general public to comment on the Comprehensive Plan Update during an open house and public hearings; and

WHEREAS, the Comprehensive Plan Update was reviewed by the Washington State Department of Community, Trade and Economic Development, and 10 other state agencies; and

WHEREAS, Yacolt revised the Comprehensive Plan Update to address comments from the Washington State Department of Community Trade and Economic Development and the general public; and

WHEREAS, the Urban Growth Boundary described in the Comprehensive Plan Update is consistent with the boundary recommended for Yacolt by the Clark County Planning Commission; and

NOW THEREFORE, BE IT RESOLVED by the Yacolt Town Council that the Council adopts the January 14, 2013 publication of the Town of Yacolt Comprehensive Growth Management Plan Update, and that the Town Council:

- Affirms that Yacolt's existing Zoning Ordinance 371 serves to implement the Comprehensive Plan, and intends to review and possibly amend the Zoning Ordinance during 2013, to insure its consistency with the Comprehensive Plan; and

- Affirms that Yacolt's existing Critical Lands Ordinance 387 serves to implement the Comprehensive Plan, and intends to review and possibly amend the Critical Lands Ordinance during 2013, to insure its consistency with the Plan; and

- Intends to follow the proper procedure for annexing property to the Town of Yacolt pursuant to RCW 35.13.125-160, during 2014.

ADOPTED this 19th day of August, 2013.

Ayes Urias, Karl, Gerhardt

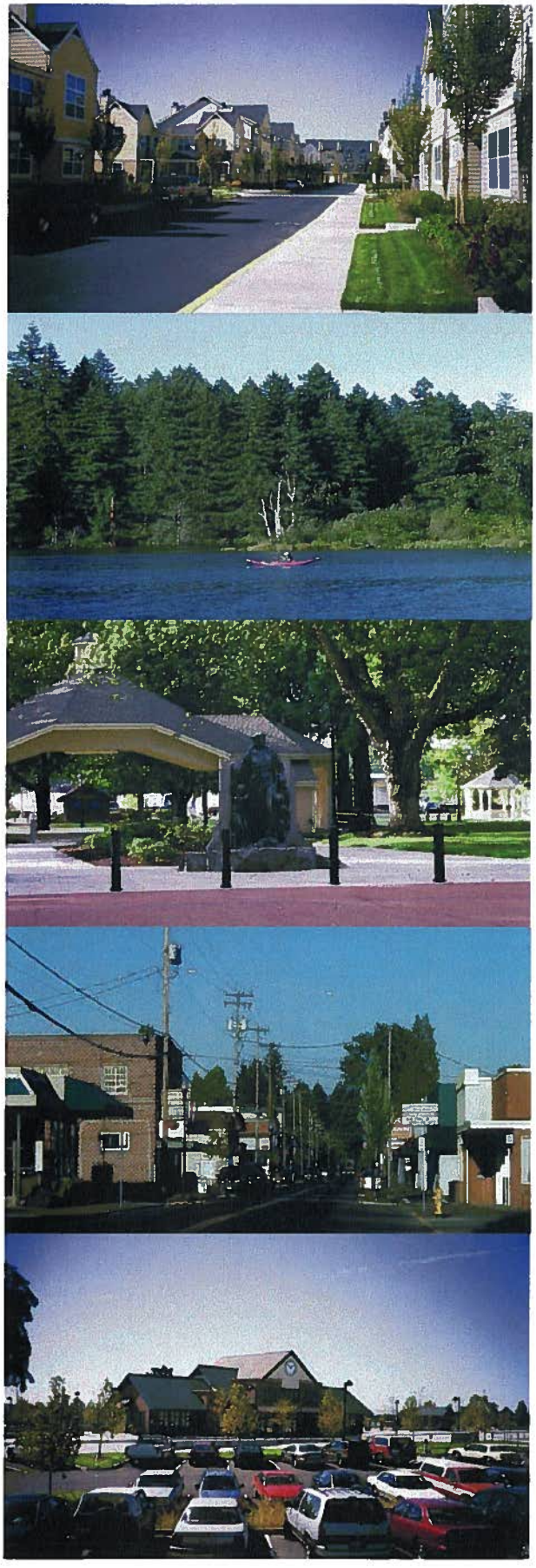
Nays Myers

Absent Hancock.

ATTEST Cindy Marbut

Cindy Marbut, Clerk Treasurer

Jeff Carothers, MAYOR



Clark County

Capital Facilities Financial Plan (2007-2012)

Supporting document to the 20-year Comprehensive Management Plan

Revised
May 2007
December 2009
May 2013

proud past, promising future
CLARK COUNTY
WASHINGTON

CAPITAL FACILITIES FINANCIAL PLAN
2007-2012

CLARK COUNTY

20-YEAR GROWTH MANAGEMENT COMPREHENSIVE PLAN

ADOPTED SUPPORTING DOCUMENTATION

May 2013

Capital Facilities Financial Plan 2007-2012

The Capital Facilities Financial Plan presents a plan for financing capital facilities identified in the Clark County 20-Year Growth Management Comprehensive Plan. This document is part of the supporting documentation to the Plan that was adopted by the Clark County Board of Commissioners on December 20, 1994 and which is reflected in Ordinance 1994-12-47. This document has been updated as part of the revised Comprehensive Plan that was adopted by the Clark County Board of Commissioners under Ordinance 2007-09-13. The other supporting documentation associated with the Plan includes (1) the capital facilities plans for the school districts, Clark County Parks and Transportation; and (2) a summary of the vacant lands analysis for each of the urban growth areas.

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EXECUTIVE SUMMARY

The Capital Facility Financial Plan (CFFP) presents a plan for financing capital facilities identified in Clark County's Comprehensive Growth Management Plan, as required by Washington State's Growth Management Act (GMA). It covers the following types of capital facilities: transportation; parks and open space; stormwater drainage and water quality; wastewater treatment; and county buildings and other facilities. The plan covers the 6-year period from 2007-2012.

The plan provides for:

- Expenditures totaling ~~$698.1~~ 740.6 million over the 6-year period.
- Earmarked resources, such as grants, user fees, voter-approved bonds and legally dedicated revenues, to finance over 70% (or ~~$495.7~~ 538.1 million) of the expenditure program.
- General purpose funding sources --To complete the financing of its overall capital facilities program, Clark County has the option to allocate additional funds from its general-purpose resources.
- New Development – Clark County is anticipating receiving $202.4 million from new development sources.

The following table summarizes the expenditures and resources included in this plan:

Table 1 Capital Facilities Financial Executive Summary

	Expenditures	Earmarked Sources	New Development
Transportation	$176,232,000	$99,960,000	$76,272,000
Parks & Open Space	160,909,000	116,805,893	44,103,107
Stormwater Drainage & Water Quality	19,500,000	4,400,000	15,100,000
Wastewater Treatment	77,000,000	10,000,000	67,000,000
County Building & Other Facilities	264,500,000 307,000,000	264,500,000 307,000,000	0
TOTAL	**~~$698,141,000~~** **$740,641,000**	**~~$495,665,893~~** **$538,165,893**	**$202,475,107**

Like any long-term plan, the financing plan laid out in this document depends upon a number of forecasts and assumptions about future conditions. As time passes, it is expected that this plan will be modified and updated to reflect changing circumstances and financial realities. Year-by-year implementation of the plan will be carried out within the County's budgeting process and other appropriate processes.

PURPOSE AND SCOPE

Washington State's Growth Management Act (GMA) sets forth the requirements for local growth management plans in RCW 36.70A.070(3). One of the requirements is for a capital facilities plan, which must include at least a 6-year financial plan for funding future capital facilities within projected funding capacities, which identifies the sources of public funds. The capital facilities plan for Clark County encompasses chapters 5, 6, and 7 of the Comprehensive Growth Management Plan (CGMP), along with relevant portions of other supporting documentation. This document is intended to identify funding sources for the principal capital facilities provided by Clark County itself. Financing for facilities provided by entities other than Clark County, such as the cities within the county, school districts and fire districts can be found in the CGMP.

Since the CFFP is strictly financial in nature, it does not directly address capital facilities constructed by the private sector and subsequently donated to the county. Examples of such facilities include local streets constructed within subdivisions, local sewer hook-ups, and on-site stormwater detention/infiltration facilities serving new developments. Such facilities are indirectly addressed in that their existence mitigates the need for impact fees or System Development Charges (SDC) to construct them.

This document is also restricted to capital costs. It does not attempt to address issues relating to the need for the on-going maintenance and operation of capital facilities. These issues will be addressed in the Clark County's biennial annual budgeting process. Since this document focuses on the 6-year time frame required by the Growth Management Act, specifically the years from 2007-2012, long-range 20-year projections of expenditures and resources are available elsewhere for most types of facilities. The CFFP is chiefly intended to demonstrate the overall financial feasibility of the Clark County's 6-year capital facilities plan, so it does not contain detailed, project-level information.

This document is not intended to provide a year-by-year spending plan or cash flow analysis. Nor does it address the specific structure or timing of bond issues, where new debt is called for. These details should be developed during the county's annual budgeting process or through other appropriate processes. The information presented in this document is based on data provided by county staff in both oral and written form. Because this is a long-range planning document, rather than a budget, dollar amounts have been rounded to the nearest $100,000. Finally, this document represents a long-range plan, and, thus, may be revised as appropriate to reflect changing financial conditions and the changing needs of the community.

EXPENDITURES AND EARMARKED RESOURCES

The following pages show the planned expenditure levels for each type of capital facility along with funding sources that are earmarked for each facility type. For example, the Transportation section shows planned expenditures for road construction, along with road-related grants and traffic impact fee revenues, which may be used to finance those expenditures. For some facility types, the earmarked resources are sufficient to finance the entire expenditure program. In other cases, general-purpose resources are needed to supplement the earmarked sources. (Sources of general purpose funding are discussed in the following section.)

Some of the earmarked revenue sources already exist. Examples include road fund property taxes, transportation and park impact fees, and the proceeds of the conservation futures bond

issue. Other sources, such as certain grants, have not yet been received, but are expected without the need for major action on the part of the Board of County Commissioners. Finally, certain earmarked sources described in this section will not materialize without specific action by the Board and are identified in the following pages.

Expenditures outlined in this section are divided into those related to "existing needs" and those resulting from "new development." This categorization is approximate, and is based upon information included in the Comprehensive Growth Management Plan. The basis for categorization is identified for each facility type. Revenue sources are similarly classified for each facility type.

A. Transportation

Transportation infrastructure needs and standards are outlined in Chapter 5 Transportation Element of the 20-Year Comprehensive Growth Management Plan 2004-2024. Clark County's Transportation Improvement Program (TIP) 2007-2012 serves as the capital facilities financial plan for roads. The TIP identifies individual projects, their expected costs, and anticipated funding sources and is summarized in Table 2 below:

Table 2 Transportation Improvement Program 2007-2012 Summary

Expenditures	Existing Needs	New Development	Total
Road Construction Projects	$99,960,000	$76,272,000	$176,232,000
Total Expenditures	**$99,960,000**	**$76,272,000**	**$176,232,000**
Resources			
Traffic Impact Fees[1]	$4,392,000	$5,438,000	$9,830,000
Grants (Majority projected)	23,478,000	17,327,000	40,805,000
Road Fund Revenue for Capital	70,594,000	52,607,000	123,201,000
Other Revenue (Partnerships, Reimbursable)	1,496,000	900,000	2,396,000
Total Resources	**$99,960,000**	**$76,272,000**	**$176,232,000**

Existing Needs and New Development:

Clark County has in place a system of transportation impact fees based on analysis of the road service levels and the impact of new development on the transportation network. On this basis, project costs totaling $76.2 million are allocated to "New Development." These costs are financed with a mix of traffic impact fees and road construction grants. The remainder of the construction program, totaling $99.9 million, reflects existing transportation needs and the public share of impact fee-funded projects. The public share of impact fee-financed projects, reflecting the portion of those projects allocable to current demand, is included in the "Existing Needs" column of this table.

[1] *The traffic impact fees are based on the adopted 2007-2012 Clark County Transportation Improvement Program.*

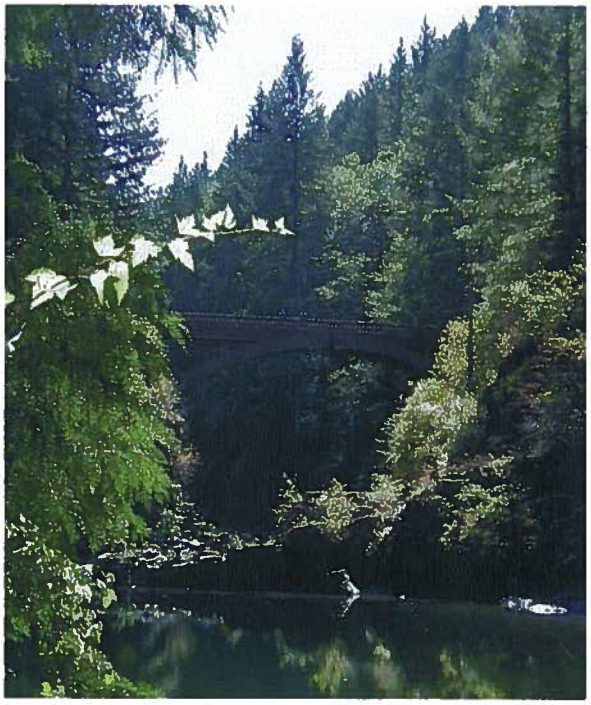
BOCC Action Needed:

No extraordinary action by the Board of County Commissioners is needed to implement the funding sources included in this portion of the plan.

Financial Impact Summary:

- General Purpose Resources Needed: none
- General Obligation Debt Needed: none
- Non-General Obligation Debt Needed: none

B. Parks and Open Space



One of the Growth Management Act's 13 primary goals is to "Encourage the retention of open space and development of recreational opportunities, to conserve fish and wildlife habitat, increase access to natural resource lands and water, and develop parks."

Clark County's standards and needs for parks and open space are outlined in Chapter 7 Parks, Recreation, and Open Space Element of the 20-Year Comprehensive Growth Management Plan, which also includes the capital facilities plan for parks[1]. The capital facilities plan identifies individual acquisitions and development projects, as well as ongoing allocations for major capital repairs and improvements to existing parks. It also identifies anticipated funding sources for each project. The urban park component of the capital facilities plan is based on needs and adopted standards for residents of the Vancouver urban growth boundary as of November 2006. The parks and open space program is summarized in the table below:

1 The capital facilities plan referenced here is part of the Draft 2006 Comprehensive Parks, Recreation & Open Space Plan, with expected adoption in May 2007

Table 3 Comprehensive Parks, Recreation & Open Space Plan

Expenditures	Existing Needs[2]	New Development	Total
Regional Facilities: Acquisition & Development			
Regional Parks[3]	$26,256,000	0	$26,256,000
Trails	7,584,657	$2,969,343	10,554,000
Conservation Areas	12,128,800	3,032,200	15,161,000
Special Facilities	7,200,000	1,800,000	9,000,000
Urban Parks Acquisition & Development[3]	58,044,836	36,070,164	94,115,000
Park Improvements & Repair	4,666,000	0	4,666,000
Planning	925,600	231,400	1,157,000
Total Expenditures	**$116,805,893**	**$44,103,107**	**$160,909,000**
Resources			
REET	$25,745,600	$6,436,400	$32,182,000
Grant Revenues	11,072,000	2,768,000	13,840,000
Donations and Partnerships	368,000	92,000	460,000
Conservation Futures/Areas	10,032,440	2,508,110	12,540,550
Park Impact Fees (Acq. and Dev.)[4]	8,905,057	27,888,367	36,793,424
County Local Share (Acq)	2,950,000	0	2,950,000
New Regional Park Funding (Acq. and Dev.)[5]	26,256,000	0	26,256,000
New Regional Trail Funding (Acq. and Dev.)[6]	10,554,000	2,620,450	13,174,450
Total Resources	**$95,883,097**	**$42,313,327**	**$138,196,424**

Source: Draft 2006 Comprehensive Parks, Recreation & Open Space Plan 2006-2012

[2] Expenditures and Revenues for existing and new development are based on adopted standards, where applicable, or are weighted based on the relative contribution of existing and new residents to the 2012 expected population.

[3] Estimated expenditures for urban parkland assume acquisition and development of sufficient parkland to meet current deficits and 2012 needs and revenues and expenditure values for the Greater Clark Parks District current as of December 2006.

[4] The Park Impact Fee revenues shown here assume rate updates pursuant to Clark County Code CCC 12.65.098.

[5] An additional funding source for regional park acquisition and development is needed to meet current and future need, based on adopted standards. Regional park acquisition and development projects necessary to meet the needs of new development have not been included here due to the size of existing parkland deficits and the lack of a dedicated funding source.

[6] An additional funding source for regional trail acquisition and development is needed to allow completion of projects outlined as part of the regional trail system envisioned in the Clark County Regional Trail & Bikeways System Plan.

Table 4 Park Development Specific Plan 2009-2010

Park Name	2009 REET	2009 PIF	2009 Grant	2009 Total	2010 REET	2010 PIF	2010 Grant	2010 Total
Bozco	$ 64,538	$ 92,092		$ 156,630	$ 781,269	$ 4,116		$ 785,385
Covington		$ 107,714		$ 107,714		$ 25,968		$ 25,968
Dogwood				$ -	$ 93,759			$ 93,759
East Minnehaha				$ -	$ 109,195			$ 109,195
Eisenhower	$ 565,815			$ 565,815				$ -
Jack Fazio (Lakeshore)	$ 520,388	$ 53,903		$ 574,291				$ -
Jorgenson Woods	$ 5,127			$ 5,127				$ -
Kings Pond	$ -	$ 118,559		$ 118,559				$ -
LaLonde		$ 92,750		$ 92,750	$ 631,400	$ 16,014		$ 647,414
Maple Crest		$ 6,757		$ 6,757				$ -
North Sifton				$ -	$ 68,754	$ 6,400		$ 75,154
Oak Grove	$ 2,597			$ 2,597				$ -
Salmon Creek				$ -	$ 28,325	$ 1,485		$ 29,810
D.C. Fisher (St. Johns)		$ 84,400		$ 84,400	$ 417,551			$ 417,551
Sgt Brad Crawford	$ 15,032			$ 15,032				$ -
Stanton	$ 84,337	$ 6,126		$ 90,463	$ 15,000			$ 15,000
Tiger Tree	$ 467,903	$ 65,355		$ 533,258				$ -
Vandervort	$ 90,309	$ 2,594		$ 92,903	$ 562,674			$ 562,674
Vista Meadows	$ -	$ 122		$ 122				$ -
Fairgroudnds Community	$ 2,398,743			$ 2,398,743	$ 1,119,365		$ 300,000	$ 1,419,365
Curtin Creek Community				$ -		$ 75,000		$ 75,000
Hockinson Community	$ 3,557,316		$ 282,502	$ 3,839,818				$ -
Pacific Community	$ 161,727		$ 83,482	$ 245,209				$ -
Pleasant Valley Community				$ -	$ 5,562	$ 1,119		$ 6,681
H.B.Fuller Sports	$ 17,680			$ 17,680	$ 124,600			$ 124,600
Harmony Sports				$ -	$ 219,300			$ 219,300
Hazel Dell Sports	$ 50,000			$ 50,000	$ 3,200,200			$ 3,200,200
ASEC (Lakeshore) Sports	$ 227,521			$ 227,521				$ -
Laurin-Troxell Sports				$ -	$ 542,512			$ 542,512
Trails			$ 250,000	$ 250,000			$ 917,000	$ 917,000
Column Total	**$ 8,229,033**	**$ 630,372**	**$ 615,984**	**$ 9,475,389**	**$ 7,919,466**	**$ 130,102**	**$ 1,217,000**	**$ 9,266,568**

Source: Clark County Department of General Services

Existing Needs and New Development:

As with roads, the use of impact fees as a funding source has been taken as an estimate of the effect of new development, as distinct from existing park needs. The parks capital facilities plan is envisioned as a first stage of a twenty-year acquisition and development program intended to meet the park and open space needs of the community. Needs associated with new development during that twenty-year period will be met as they arise, using, in part, impact fees as a funding source.

BOCC Action Needed:

To fully implement the plan outlined in Table 3, the Board of County Commissioners may establish a funding mechanism for the acquisition and development of regional parks and trails and update urban park impact fees.

Financial Impact Summary:

- General Purpose Resources Needed: none
- General Obligation Debt Needed: none
- Non-General Obligation Debt Needed: none

C. Stormwater Drainage and Water Quality

The following is a discussion of the funds available for stormwater improvements and potential future costs. Stormwater water quality improvements are funded through the Clark County Clean Water Program (CWP), which is funded through an annual fee charged to owners of property with impervious surfaces, in unincorporated areas of Clark County with an

improvement value of $10,000 dollars or greater. The fee is $33.00/3,500 square feet of impervious area, which is the assumed impermeable surface area (roof, driveway, and deck/patio) for a single-family home or an Equivalent Residential Unit (ERU). Multi-family residential dwellings, such as trailer parks and apartments, pay a rate of $33.00 per dwelling. Commercial and industrial sites, as well as county roads are billed by increments of 3,500 square feet of actual impervious areas. State highways are also billed by increments of 3,500 square feet of actual impervious area but at a rate of $9.90 per ERU as established by state law.

This fee will raise approximately $9.5 million every two years for overall clean water programs. Of this amount, approximately $4.4 million is available for capital design, right-of-way, construction, and operation and maintenance. Currently, there is a reserve of approximately $9.7 million, some of which may be available for capital projects and construction of future projects resulting from stormwater basin planning.

During 2006, the CWP developed a list of over $19.5 million in stormwater capital improvements and received approval from the Board of Commissioners to implement. The 2007-2012 Public Works Transportation and Capital Improvement programs will construct these projects. In addition, there are funds spent on stormwater mitigation as part of new road construction. The 6-year capital facilities plan for stormwater and water quality has a greater potential for variation and adjustment over the 6-year period.

Existing Needs and New Development:

The above stormwater projects focused on the Whipple Creek Watershed. Over the next several years the need for stormwater improvements will include other watersheds, such as; Gee Creek, Curtin Creek, etc. and other retrofit activities and regional stormwater facilities where possible.

BOCC Action Needed:

The Clean Water Program will annually update the Board of County Commissioners on the status of the Stormwater Capital Improvements.

Financial Impact Summary:

- General Purpose Resources Needed: none
- General Obligation Debt Needed: none
- Non-General Obligation Debt Needed: none

D. Wastewater Treatment

The capital facilities plan for Clark County's Salmon Creek Wastewater Management System appears in the Wastewater Facilities Plan/General Sewer Plan for the Phase 4 Expansion Program *(CH2M HILL, July 2004)*. This document described the improvements required for the Phase 4 Expansion taking the capacity of the Salmon Creek Wastewater Treatment Plant from 10.3 million gallons per day (MGD) to 14.95 MGD. The Phase 3 Expansion was implemented previously over the period 1993-1999. The county has completed the planning, permitting, and design process for the Phase 4 Expansion. Construction will start in 2007 and be complete by 2009. The estimate of the Phase 4 Expansion program costs are defined in the table below based on current available information.

Table 5 Salmon Creek Wastewater Treatment Plant Phase 4 Expansion Summary

Expenditures	**Existing Needs**	**New Development**	**Total**
Interceptor	$0	$9,200,000	$9,200,000
Pump Stations	3,100,000	17,700,000	20,800,000
Force Main Systems	0	26,000,000	26,000,000
Treatment Plant	6,900,000	14,100,000	21,000,000
Outfall	0	0	0
Total Expenditures	**$10,000,000**	**$67,000,000**	**$77,000,000**
Resources			
Wholesale Customers – CRWWD	$8,000,000	$48,500,000	$56,500,000
Wholesale Customers – Battle Ground	2,000,000	18,500,000	20,500,000
Total Resources	**$10,000,000**	**$67,000,000**	**$77,000,000**

Source: Wastewater Facilities Plan/General Sewer Plan for the Phase 4 Expansion Program,CH2M HILL, July 2004.

The "Wholesale Customers" line in Table 5 represents payments from Clark County's wholesale wastewater treatment customers; the Clark Regional Wastewater District (CRWWD) and the City of Battle Ground. The wholesale customers are financing their respective portion of the Phase 4 Expansion without relying on county issued debt. The wholesale customers will pass the cost on to their ratepayers by charging system development charges (SDCs) for new hookups and/or by adjusting monthly sewer rates.

Existing Needs and New Development:

Clark County's Salmon Creek Wastewater Management System is adequate to meet existing demands. Further sewage treatment plant expansions are planned chiefly to address the needs of new development. The Phase 4 Expansion of the plant outlined above will meet the forecast demand for the next ten years.

BOCC Actions Needed:

The program shown in Table 5 assumes that major sewer facility expansions will be financed from revenue received from the county's wholesale wastewater treatment customers. The wholesale customers bear the full cost and responsibility for the expansion costs.

Financial Impact Summary:

- General Purpose Resources Needed: none
- General Obligation Debt Needed: none
- Non-General Obligations Debt Needed: none

E. County Buildings & Other Facilities

Chapter 6 of the Comprehensive Growth Management Plan outlines the county's plans for new, expanded, and renovated facilities. These include the expansion of the downtown campus specifically the Law and Justice Center; development of the 78th Street/WSU Property; expansion of the 149th Street – Brush Prairie site; the enhancement of the Clark County Health Campus, the Tri-Mountain Golf Course, county railroad improvements, and energy conservation/renewable energy projects across a wide range of county buildings and structures. The financial impacts of the projects falling within the 2007-2012 timeframe are summarized in Table 6 below:

Table 6: County Buildings & Other Facilities

Expenditures	Existing Needs	New Development	Total
Campus Expansion	$0	$150,000,000	$150,000,000
149th Street-Brush Prairie Building	0	10,000,000	10,000,000
78th Street/WSU Property	0	5,000,000	5,000,000
VA/CCH Campus Enhancement	0	2,000,000	2,000,000
Tri-Mountain Golf Course	0	2,575,000	2,575,000
Energy conservation/renewable energy	0	85,000,000	85,000,000
County Railroad Improvements	0	12,575,000	12,575,000
Fairgrounds Master Plan	0	39,850,000	39,850,000
Total Expenditures	**0**	~~**$267,150,000**~~ **$307,000,000**	~~**$267,150,000**~~ **$307,000,000**
Resources			
Earmarked Sources		$2,650,000	$2,650,000
General Obligation Bonds		~~264,500,000~~ 304,350,0000	~~264,500,000~~ 304,350,0000
Total Resources		~~**$267,150,000**~~ **$307,000,000**	~~**$267,150,000**~~ **$307,000,000**

Note: General Purpose Funding Needed identified as current capital fund balances.

Existing Needs and New Development:

The Comprehensive Growth Management Plan does not identify the portions of the building and facility program that are attributable to existing needs and to new development. In this presentation, the full amount is shown simply as "new development."

Existing needs include the carryover and completion of projects that began prior to 2007. New development includes:

1. expansion of the downtown campus: the expansion of the county's Law and Justice Center, additional courtrooms, jail space, administrative space and parking;
2. development of the 78th Street/WSU Property;
3. the enhancement of the Clark County Heath Campus;
4. the construction of a new building at the Public Works 149th Street complex which will, at a minimum, house offices from the county's Sheriff, Community Development, and Weed Management Departments and the WSU Cooperative Extension Office;
5. improvements associated with the county's Tri-Mountain Golf Course;
6. energy conservation and renewable energy projects across a wide range of county facilities (including a potential biomass power plant); and,
7. improvements associated with the county railroad.

BOCC Action Needed:

To execute this plan the Board of County Commissioners will need to implement the fund actions below:

Financial Impact Summary:

- General Purpose Revenue Needed: none
- General Obligation Debt Needed: ~~$264,500,000~~ $304,350,000
- Non-General Obligation Debt Needed: none

F. Summary

The table below consolidates the information presented in Tables 2 through 6:

Table 7 Summary of Expenditures & Earmarked Funding

Expenditures	Expenditures	Earmarked Sources	New Development
Transportation	$176,232,000	$99,960,000	$76,272,000
Parks and Open Space	160,909,000	116,805,893	44,103,107
Stormwater Drainage & Water Quality	19,500,000	4,400,000	15,100,000
Wastewater Treatment	77,000,000	10,000,000	67,000,000
County Building & Other Facilities	~~264,500,000~~ 307,000,000	264,500,000 307,000,000	0
Total	**~~$698,141,000~~ $740,641,000**	**~~$495,665,893~~ $538,165,893**	**$202,475,107.0 0**

The capital facilities program for all five facility types total ~~$698.1~~ 740.6 million over the period from 2007 to 2012. Of this, ~~$495.7~~ 538.1 million will be financed with the "earmarked" funding sources discussed above.

BOCC Action Needed (Recap):

To implement the plan outlined in Table 7, the Board of County Commissioners will:

- Establish a funding mechanism for stormwater and water quality facilities, such as a county-wide utility
- Ensure that charges to the county's wholesale wastewater treatment customers are adequate to repay bonds issued to finance plant and system expansion.

Financial Impact Analysis (Totals):

- General Purpose Resources Needed: ~~$495.7~~ 538.1 million
- General Obligation Debt Needed: $0 none
- Non-General Obligation Debt Needed: $67.0 million

GENERAL PURPOSE RESOURCES

To complete the financing of its overall capital facilities program, Clark County must allocate an additional $398.1 million from its general-purpose resources. In prior capital facilities plans, available resources included the Real Estate Excise Tax to pay for capital improvements of County Buildings and Facilities (.25%) and for Park Development (.25%). In 2002, the Board of County Commissioners re-enacted the second REET splitting the percentage 50/50 for Park Development and Economic Development. Together, both of these resources are committed to existing capital needs over the period covered by this capital facilities plan. Future resources generated by the County Buildings and Facilities REET may be sufficient and available for buildings and facilities. REET is a tax on the sale of real property and can be volatile depending on economic and market conditions.

However, prior balances have been used to pay for prior capital needs. Available resources include the existing .25% Real Estate Excise Tax (REET); an additional 0.25% REET authorized by the Growth Management Act specifically to finance capital projects; and accumulated fund balance. Combined, these sources will provide adequate funding for the county capital facility needs.

Sufficient and available resources will not be sufficient to pay the long-term costs associated with Stormwater Drainage and Water Quality capital needs. The current fee of $33.00/3,500 square feet of impervious area pays for the costs of improving water quality. An additional estimated $9.5 million will be necessary to fund stormwater capital needs in the Salmon Creek/Lakeshore basins, flooding, water quality, and habitat improvements in the Lacamas basin, as well as the pockets throughout the remainder of the urban area. Establishing a funding mechanism will be necessary to address these needs. The mix of funding shown in this section depends upon forecasts of available revenues. It may therefore be necessary to modify the funding strategy in future years to accommodate unanticipated economic conditions.

A. Real Estate Excise Tax (REET)

The Growth Management Act, as amended by the legislature, identifies the local Real Estate Excise Tax as a capital funding option for local governments. It also gives localities the authority to levy a second .25% REET, in addition to the .25% authorized by prior legislation. The table below reflects estimated REET collections covered by this plan.

Table 8 Real Estate Excise Tax

	Total REET Revenue	Parks	Economic Development
Estimated REET Revenue – 2007	$6,480,000	$1,620,000	$1,620,000
Estimated REET Revenue – 2008	6,480,000	1,620,000	1,620,000
Estimated REET Revenue – 2009	6,480,000	1,620,000	1,620,000
Estimated REET Revenue – 2010	6,480,000	1,620,000	1,620,000
Estimated REET Revenue – 2011	6,480,000	1,620,000	1,620,000
Estimated REET Revenue – 2012	6,480,000	1,620,000	1,620,000
Total Available REET	**$38,880,000**	**$9,720,000**	**$9,720,000**
First .25% REET	**$19,440,000**	**$0**	**$0**
Second .25% REET	**19,440,000**	**9,720,000**	**9,720,000**
Total Available REET	**$38,880,000**	**$9,720,000**	**$9,720,000**

The estimate of $38.8 million is available REET. However, considerable variance from the figures is possible. Careful monitoring of this revenue source will be needed throughout the six-year planning period, and changes in financing strategy may be called for in response to changing economic conditions.

B. Fund Balance

Fund balance represents surpluses that have been accumulated by the county in past years. Best viewed as "non-renewable resources," fund balances are available to finance major one-time expenditures. Appropriate expenditures might include County buildings and facilities. Fund balance is probably less appropriate as a funding source for parks acquisition and development because the expenditures included in this 6-year plan are just a portion of the total 20-year parks program. An ongoing source of funds, such as the REET (see above) is needed to support the parks program. Available fund balances needed to complete the financing of the capital facilities plan are shown in Table 9, below:

Table 9 Fund Balances

Real Estate Excise Tax Fund Balance	$34,780,000
Capital Fund Balance	2,500,000
Total Fund Balance	**$37,280,000**

C. Summary

Table 10, below, summarizes the total financial plan supporting the capital facilities program for the 6-year from 2007 to 2012.

Table 10 Total Financial Plan Summary 2007-2012

Total Expenditures	~~$698,141,000~~ 740,641,000
Earmarked Sources	~~495,665,893~~ 538,165,893
General Purpose Funding Needed	**$202,475,107**
REET (existing)	19,440,000
REET (extended)	19,440,000
Fund Balance	5,900,000
Total General Purpose Funding Available	**44,780,000**

The "Extended" REET was enacted by the Board of County Commissioners in 2002.

POLICY IMPLICATIONS

This section recaps the Board actions necessary to implement this financial plan, outlines the overall, long-term financial impact of this plan on the county, and highlights the role of the budget process in implementing, monitoring, and modifying this plan.

A. Implementation Action Needed

As discussed above, a number of Board actions are needed to implement this financial plan. These include:

- Implementing a funding mechanism (such as a property tax or tipping fee) sufficient to generate enough funds for the Conservation Areas Acquisition Program.
- Establishing a funding mechanism (such as a county-wide utility) for the capital costs of water quality and drainage with a fee structure.
- Ensure that the rates charged by the county to its wholesale customers are adequate to repay bonds issued for expansions. Maintaining a sewer rate structure adequate to cover the costs of future expansion.

B. Long-Term Financial Impact

Implementation of this financial plan will have an impact on the county's financial condition extending well beyond the six-year time horizon of the plan itself. While it is difficult to foresee the implications of these effects, it is important to be aware of them. The following points should be kept in mind:

- Most or all of the revenue from the existing Conservation Futures property tax levy will be committed to servicing bonds issued in 2002 for the next twenty years. Thus, a significant source of funding for the parks program contained in this plan will not be available again until the year 2024.
- Revenues from the Real Estate Excise Tax (REET) are committed to servicing debt on the Jail Work Center, Juvenile Center, and Public Service Center. Revenues from the REET may be available to meet this need, depending upon economic and market conditions and other community needs.
- A portion of the Fund balance accumulated in recent years has been expended. This may limit the county's ability to meet unanticipated needs in future years.

C. Budget Process Implications

This document is a long-term plan. Responsibility for the year-to-year financial decisions needed to implement the plan will fall to the county's budget process. Key tasks the budget process will need to perform include the following:

- Monitoring economic conditions and revenue estimates and, when necessary, modifying the financial plan to address changing conditions.
- Monitoring project expenditures to ensure that they remain within planned levels and, when necessary, modifying the financial plan to address changing conditions.

- Deciding the timing of the expenditures and debt issuance within the six-year time frame of the financial plan.
- Managing operating expenditure levels to ensure adequate funding for the maintenance of capital facilities developed under this plan.
- Reviewing the needs and priorities of the community, and, when necessary, modifying the capital plan and its financial elements accordingly.

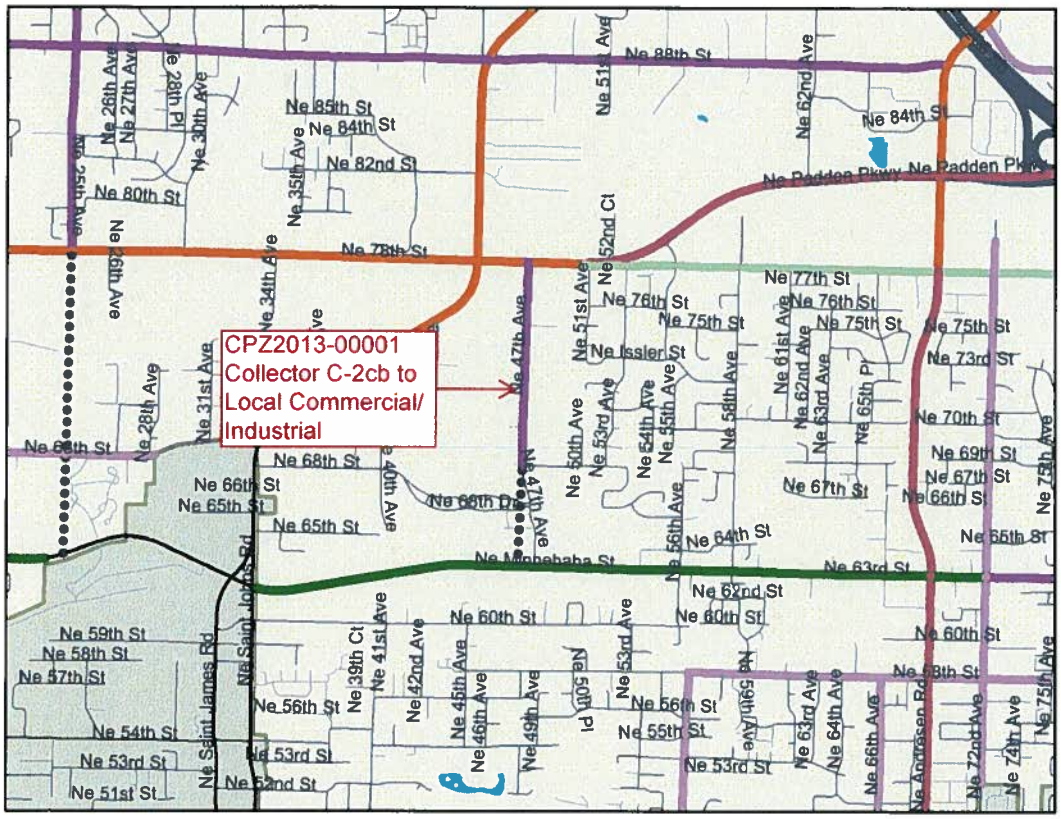
D. Impact on Households

In some areas, this financial plan calls for new fees or taxes. The following summarizes the estimated financial impact of the changes described on individual households. These are estimates only, and, in certain cases, the decisions needed to precisely quantify the impacts have not yet been made.

- ***Transportation***: No new taxes or fees anticipated within the 6-year time frame as outlined in this document.
- ***Parks and Open Space***: A funding strategy will be needed to enable the Conservation Areas Acquisition Program. Originally contemplated using the Conservation REET, funding options also includes a property tax and garbage tipping fees, among others.
- ***Stormwater Drainage and Water Quality***: A funding strategy will be necessary to pay for the capital costs of stormwater and water quality
- ***Wastewater Treatment***: The costs of expanding the wastewater treatment system will be charged back to individual ratepayers and new development by the county's wholesale customers. The exact costs to ratepayers will not be known until the Clark Regional Wastewater District and the City of Battle Ground develop these rates.
- ***County Buildings and Other Facilities***: Future funding will likely come from voter approved bond.

Exhibit 8

NE 47th Ave



Legend

Arterial Atlas

- Principal Arterial (4 lanes w/CLT + bike)
- Principal Arterial Parkway (4 lanes + trail)
- Principal Arterial (2 lanes w/CLT + bike)
- Minor Arterial (4 lanes w/CLT + bike)
- Minor Arterial (4 lanes + bike)
- Minor Arterial (2 lanes w/CLT + bike)
- Collector (2 lanes + bike)
- Collector (2 lanes w/CLT + bike)
- Collector (2 lanes)
- Local Access (Non arterial)
- Neighborhood Circulator
- Local Industrial
- Rural Major Collector (2 lanes w/shoulders)
- Rural Minor Collector (2 lanes w/shoulders)
- Scenic Highway
- State Route Proposed

Roads

- Alley
- Arterial
- DNR
- DNR (Private Land)
- Driveway
- Interstate
- Interstate Ramp
- Primary Arterial
- Private Roads
- Private Roads w/o Names
- Public Roads
- SR Ramp
- State Route

Waterbodies

Rural Centers

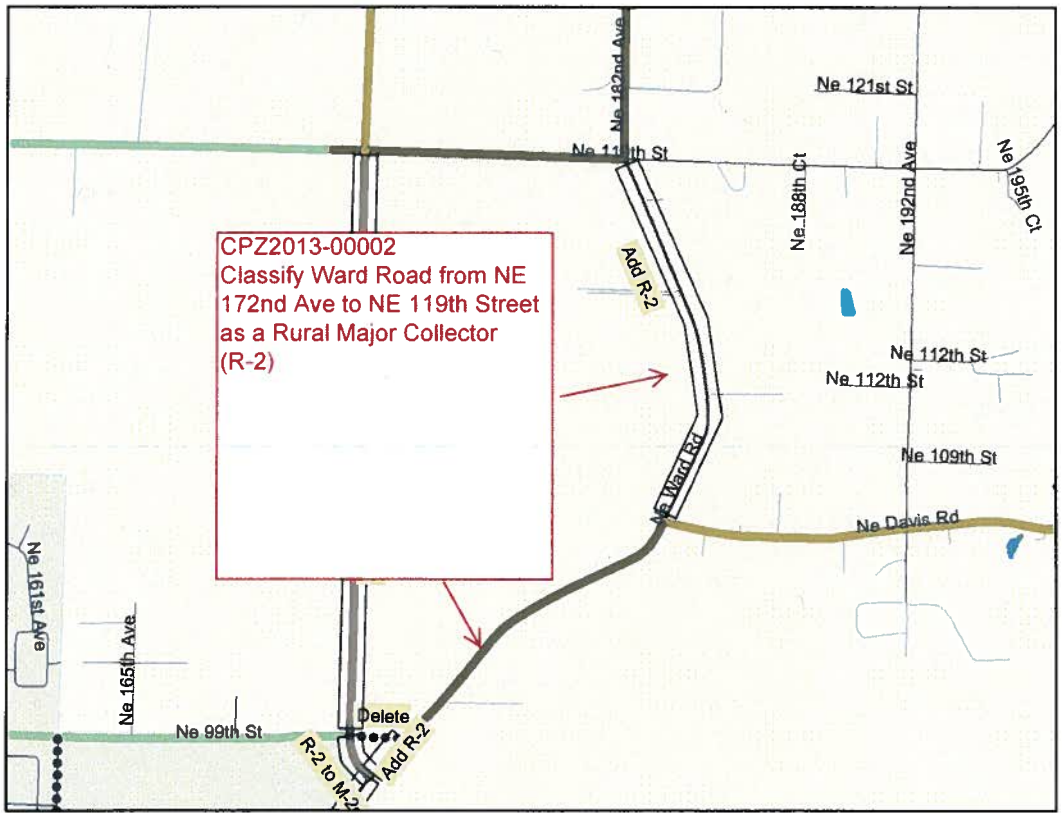
Scale: 1:22,326

Map center: 1097839, 131342

This map was generated by Clark County's "Maps Online" website. Clark County does not warrant the accuracy, reliability or timeliness of any information on this map, and shall not be held liable for losses caused by using this information.

Exhibit 9

Ward Rd/NE 172nd North



0 1500 3000 4500 ft.

Map center: 1132074, 140902

Legend

Arterial Atlas
- Principal Arterial (4 lanes w/CLT + bike)
- Principal Arterial Parkway (4 lanes + trail)
- Principal Arterial (2 lanes w/CLT + bike)
- Minor Arterial (4 lanes w/CLT + bike)
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- Collector (2 lanes + bike)
- Collector (2 lanes w/CLT + bike)
- Collector (2 lanes)
- Local Access (Non arterial)
- Neighborhood Circulator
- Local Industrial
- Rural Major Collector (2 lanes w/shoulders)
- Rural Minor Collector (2 lanes w/shoulders)
- Scenic Highway
- State Route
- Proposed

Roads
- Alley
- Arterial
- DNR
- DNR (Private Land)
- Driveway
- Interstate
- Interstate Ramp
- Primary Arterial
- Private Roads
- Private Roads w/o Names
- Public Roads
- SR Ramp
- State Route

Waterbodies

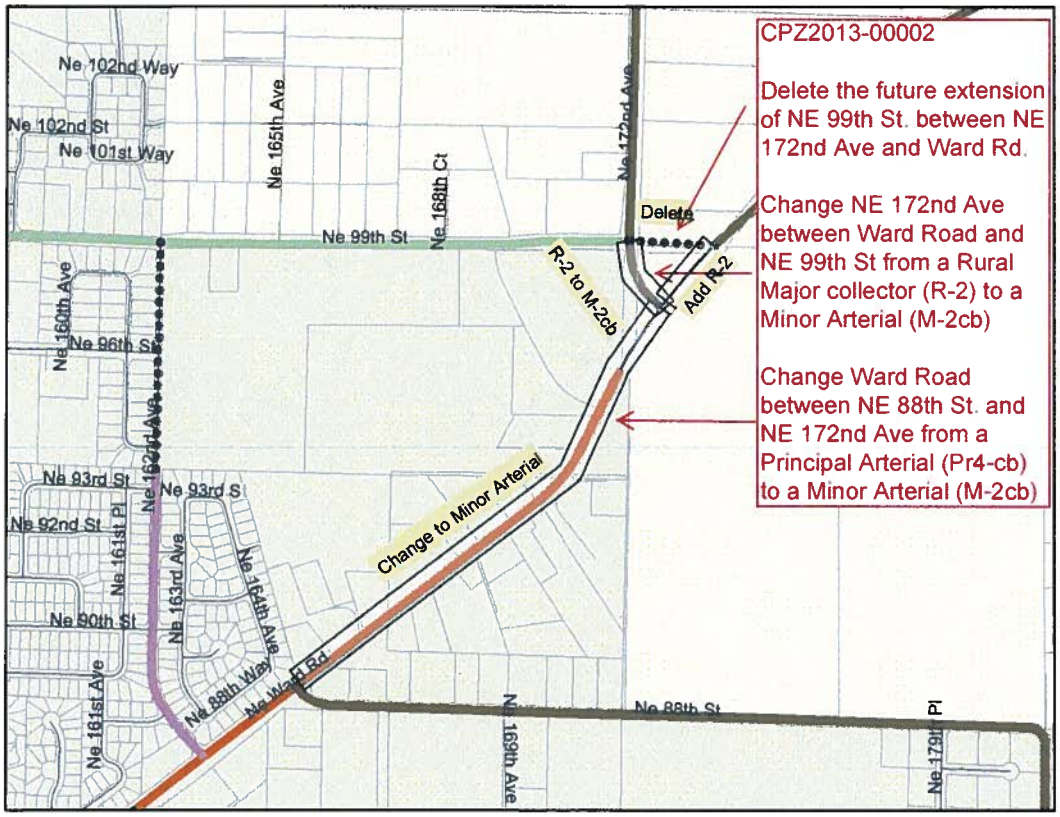
Rural Centers

Scale: 1:15,554

This map was generated by Clark County's "Maps Online" website. Clark County does not warrant the accuracy, reliability or timeliness of any information on this map, and shall not be held liable for losses caused by using this information.

Exhibit 9a

Ward Rd/NE 172nd Ave South



CPZ2013-00002

Delete the future extension of NE 99th St. between NE 172nd Ave and Ward Rd.

Change NE 172nd Ave between Ward Road and NE 99th St from a Rural Major collector (R-2) to a Minor Arterial (M-2cb)

Change Ward Road between NE 88th St. and NE 172nd Ave from a Principal Arterial (Pr4-cb) to a Minor Arterial (M-2cb)

Legend

- Parcels
- **Arterial Atlas**
  - Principal Arterial (4 lanes w/CLT + bike)
  - Principal Arterial Parkway (4 lanes + trail)
  - Principal Arterial (2 lanes w/CLT + bike)
  - Minor Arterial (4 lanes w/CLT + bike)
  - Minor Arterial (4 lanes + bike)
  - Minor Arterial (2 lanes w/CLT + bike)
  - Collector (2 lanes + bike)
  - Collector (2 lanes w/CLT + bike)
  - Collector (2 lanes)
  - Local Access (Non arterial)
  - Neighborhood Circulator
  - Local Industrial
  - Rural Major Collector (2 lanes w/shoulders)
  - Rural Minor Collector (2 lanes w/shoulders)
  - Scenic Highway
  - State Route
  - Proposed
- **Roads**
  - Alley
  - Arterial
  - DNR
  - DNR (Private Land)
  - Driveway
  - Interstate
  - Interstate Ramp
  - Primary Arterial
  - Private Roads
  - Private Roads w/o Names
  - Public Roads
  - SR Ramp
  - State Route
- Waterbodies

0 900 1800 2700 ft.

Map center: 1129892, 136989

Scale: 1:9,678

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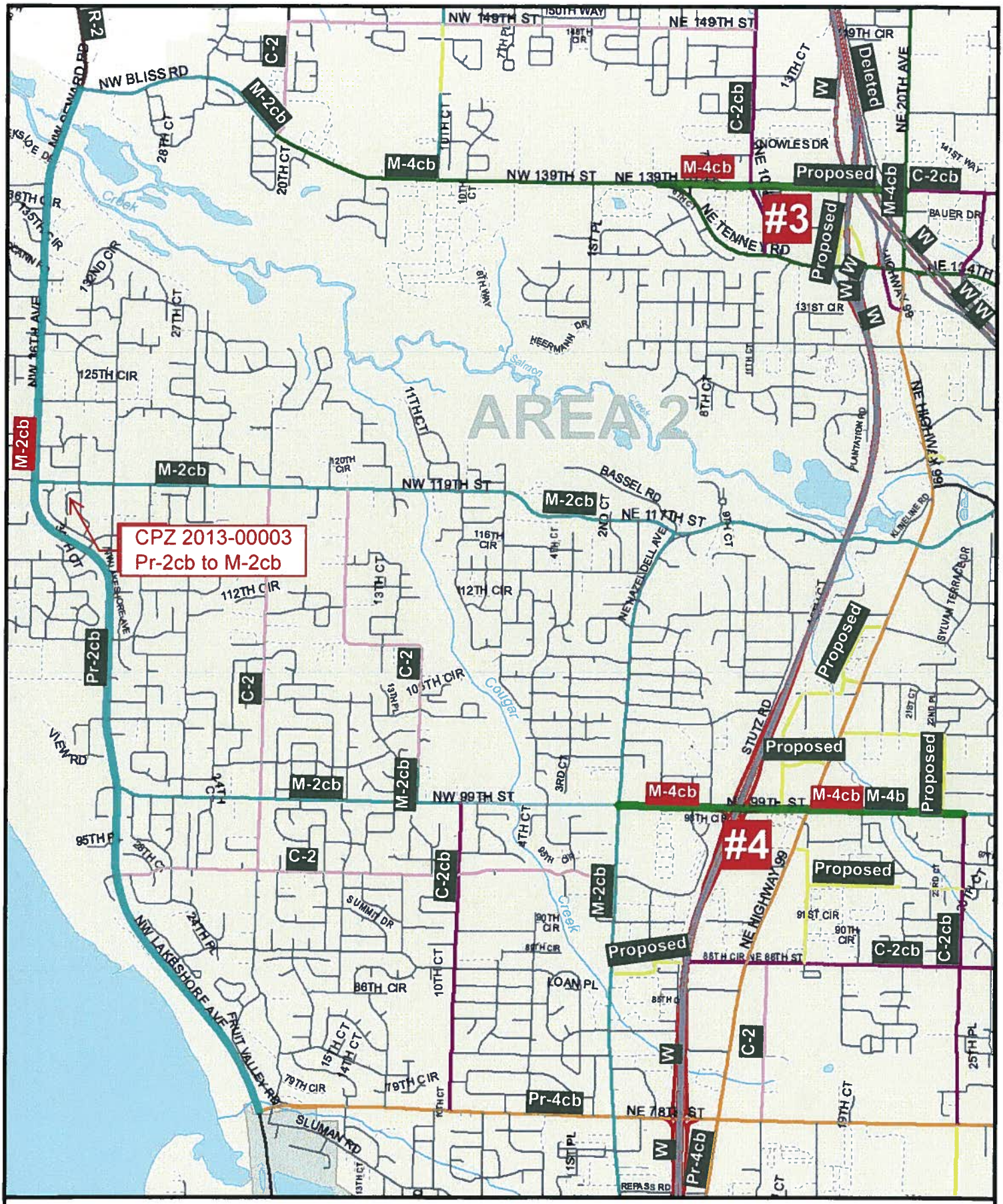


Proposed Arterial Atlas Amendments 2013

Printed on: Febrary 6, 2013
Project: Q:\Projects\conSrvs\CommDev\20132\Annual_updates\2013

Exhibit 10

CLARK COUNTY, WASHINGTON
Geographic Information System

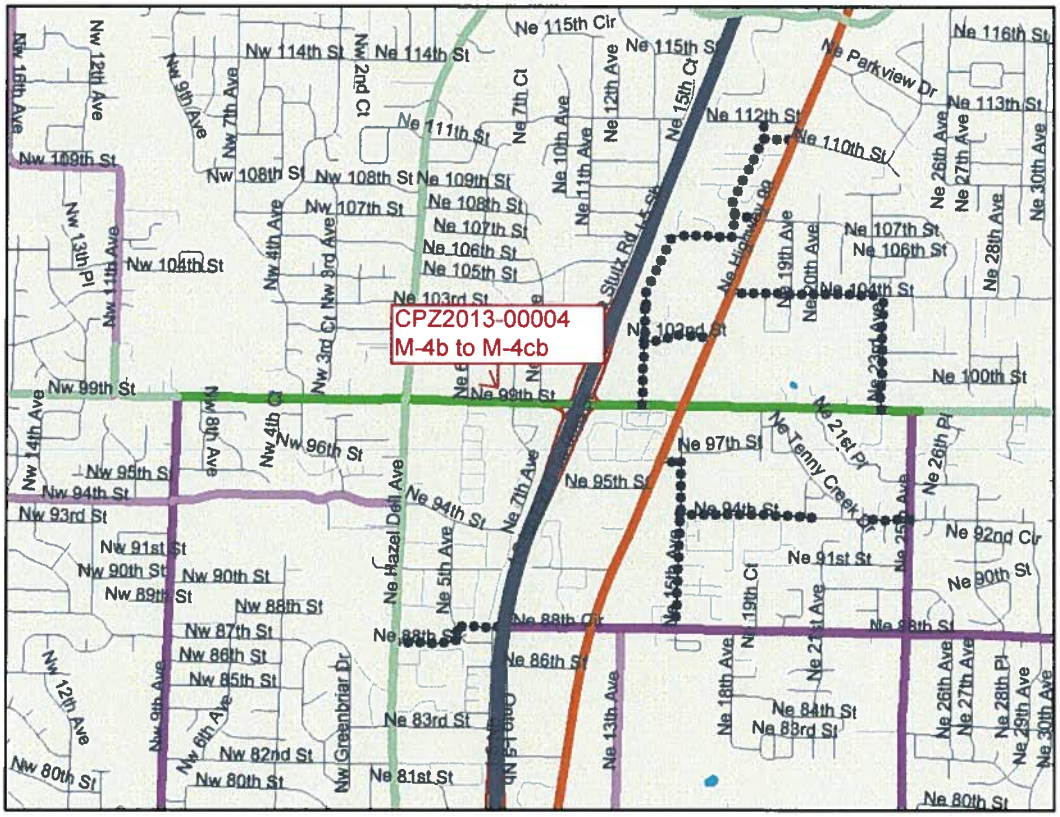
1:25,000

0 625 1,250 2,500 3,750 Feet

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

Exhibit 11

NE 99th St - NW 9th to NE 25th Ave



Legend

Arterial Atlas

- Principal Arterial (4 lanes w/CLT + bike)
- Principal Arterial Parkway (4 lanes + trail)
- Principal Arterial (2 lanes w/CLT + bike)
- Minor Arterial (4 lanes w/CLT + bike)
- Minor Arterial (4 lanes + bike)
- Minor Arterial (2 lanes w/CLT + bike)
- Collector (2 lanes + bike)
- Collector (2 lanes w/CLT + bike)
- Collector (2 lanes)
- Local Access (Non arterial)
- Neighborhood Circulator
- Local Industrial
- Rural Major Collector (2 lanes w/shoulders)
- Rural Minor Collector (2 lanes w/shoulders)
- Scenic Highway
- State Route
- Proposed

Roads

- Alley
- Arterial
- DNR
- DNR (Private Land)
- Driveway
- Interstate
- Interstate Ramp
- Primary Arterial
- Private Roads
- Private Roads w/o Names
- Public Roads
- SR Ramp
- State Route

Waterbodies

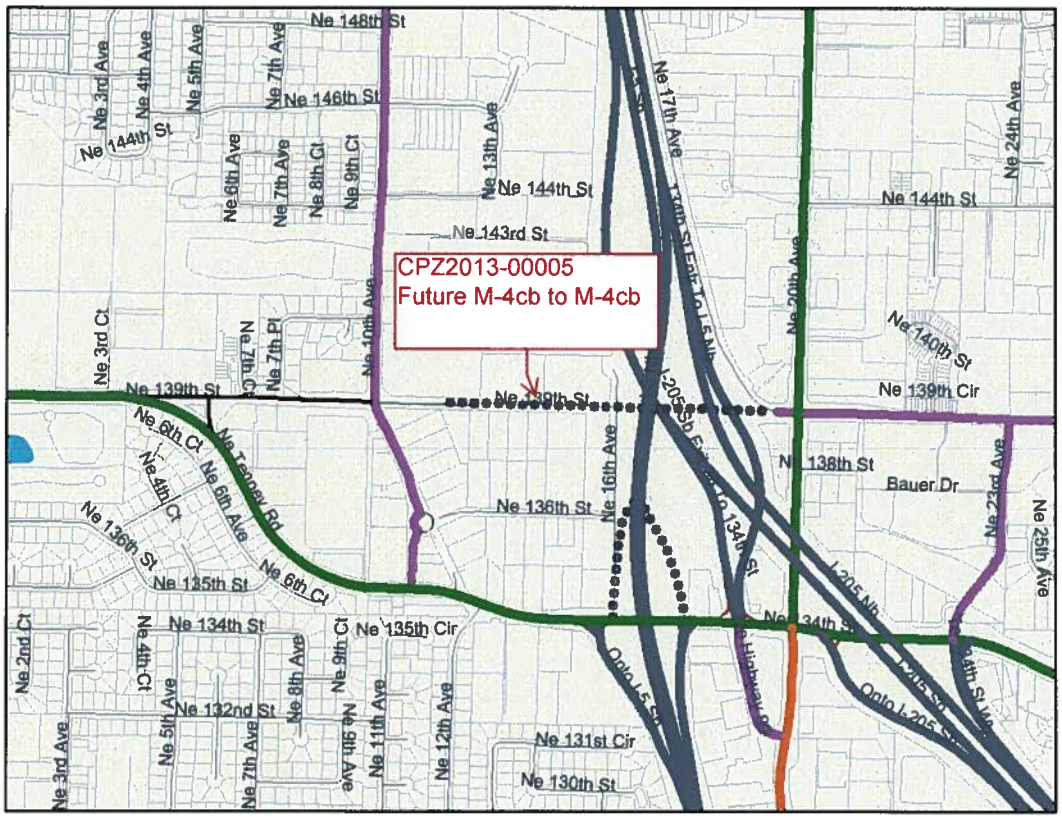
Rural Centers

Scale: 1:19,928

This map was generated by Clark County's "Maps Online" website. Clark County does not warrant the accuracy, reliability or timeliness of any information on this map, and shall not be held liable for losses caused by using this information.

Exhibit 12

NE 139th St - Tenney Rd to NE 20th Ave



Map center: 1089332, 149199

Legend

- Parcels
- Arterial Atlas
  - Principal Arterial (4 lanes w/CLT + bike)
  - Principal Arterial Parkway (4 lanes + trail)
  - Principal Arterial (2 lanes w/CLT + bike)
  - Minor Arterial (4 lanes w/CLT + bike)
  - Minor Arterial (4 lanes + bike)
  - Minor Arterial (2 lanes w/CLT + bike)
  - Collector (2 lanes + bike)
  - Collector (2 lanes w/CLT + bike)
  - Collector (2 lanes)
  - Local Access (Non arterial)
  - Neighborhood Circulator
  - Local Industrial
  - Rural Major Collector (2 lanes w/shoulders)
  - Rural Minor Collector (2 lanes w/shoulders)
  - Scenic Highway
  - State Route
  - Proposed
- Roads
  - Alley
  - Arterial
  - DNR
  - DNR (Private Land)
  - Driveway
  - Interstate
  - Interstate Ramp
  - Primary Arterial
  - Private Roads
  - Private Roads w/o Names
  - Public Roads
  - SR Ramp
  - State Route
- Waterbodies

Scale: 1:10,684

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