



proud past, promising future

CLARK COUNTY
WASHINGTON

COMMUNITY DEVELOPMENT

Memorandum

TO: Board of Clark County Councilors
FROM: Marty Snell, Director *M.S.*
DATE: June 27, 2016
SUBJECT: Proposed Amendment to the Aspen Across the Street, LLC, and Providence Health System – Oregon Development Agreement

In September 2009 the Board of County Commissioners approved a development agreement (DA) with Aspen Across the Street, LLC, and Providence Health System – Oregon (see attachment #1). The DA allowed access to Padden Parkway in exchange for Providence to 'commence/maintain medical/dental related uses on its portion of this development within ten years of the date of this agreement or else this agreement may be terminated by the County in its exercise of its sole discretion' (section 3 f. of the DA – see top of p. 5). This DA addresses the global development known as the Padden Employment Center (PSR2009-0007), which contains 43.05 acres of General Commercial zoned property.

The developers constructed the access road off Padden Parkway, circa 2010, that is now NE 62nd Avenue.

In 2015, St. Elizabeth Ann Seton Catholic High School applied for a conditional use permit and site plan approval to construct a high school and related parking on a 5.9 acre portion of the global development. The application was reviewed and approved by the Hearings Examiner on August 10, 2015.

Earlier this year, St. Elizabeth Ann Seton Catholic High School applied for a second site plan approval to add ball fields, a stadium and a track to the high school campus. To accommodate those facilities there is a need for a boundary line adjustment and purchase and use of additional property. The total area for the high school campus, including the possibility of the added ball fields, stadium and track, will be 14.0 +/- acres.

Both the approved high school and the proposed addition of ball fields, stadium and track are located on the portion of property that Providence was to commence/maintain medical/dental uses within ten years of the agreement.

At this time, staff has met with Providence Health System regarding its plan to build a new medical/wellness center. Partnering with Peace Health, Providence will be submitting building and site plans for review and approval this summer. They intend to break ground by October 1, 2016.

In order to allow Seton Catholic to move forward with purchasing additional property to potentially add ball fields, a stadium and track, it is necessary to amend the original DA to allow these uses not allowed in the original approval of the Padden Employment Center. Said amendment to the Development Agreement is attached. (See attachment #2)

4602708 AGR

RecFee - \$219.00 Pages: 108 - LANDERHOLM MEMOVICH ETAL
Clark County, WA 09/15/2009 02:15



RETURN ADDRESS

Landerholm
PO Box 1086
Vancouver, WA 98666

Please print neatly or type information
Document Title(s)

Development Agreement

Reference Numbers(s) of related documents:

Additional Reference #'s on page _____

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

Aspen Across the Street, LLC

Providence Health System Oregon

Additional grantors on page _____

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

Aspen Across the Street, LLC

Providence Health System - Oregon

Additional grantees on page _____

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

Attached Sec 6 T2N R2E

Additional legal is on page _____

Assessor's Property Tax Parcel/Account Number

106116-000, 106112-000, 106100-000

Additional parcel #'s on page _____

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

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

[Signature]
Signature of Requesting Party

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

CA 09-97

**DEVELOPMENT AGREEMENT
ASPEN ACROSS THE STREET, LLC,
PROVIDENCE HEALTH SYSTEM - OREGON AND CLARK COUNTY**

This Development Agreement (this "Agreement") is entered into by and between CLARK COUNTY, a Washington Municipal Corporation (the "County"), ASPEN ACROSS THE STREET, LLC, ("ASPEN") and PROVIDENCE HEALTH SYSTEM - OREGON ("PROVIDENCE") and shall be effective as of the last signed date below.

RECITALS

A. **WHEREAS**, ASPEN, owns or controls that certain real property, located in the Clark County, more fully described in Exhibit "A" which is attached hereto and incorporated by reference herein (hereafter, the "Property"); and,

B. **WHEREAS**, PROVIDENCE, owns or controls certain real property, located in Clark County, more fully described in Exhibit "B" which is attached hereto and incorporated by reference herein (hereafter, the "Property"); and,

C. **WHEREAS**, ASPEN has applied for and received Site Plan, Short Plat and other land use approvals to construct medical office, general office and commercial uses ("The Project"). A copy of the Site Plan Approval is attached hereto as Exhibit "C" and incorporated by reference herein; and,

D. **WHEREAS**, the County is a Washington Municipal Corporation with land use planning and permitting authority over all land within its corporate limits; and,

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

The Legislature finds that the lack of certainty of the approval of development projects can result in a waste of public and private resources escalate housing costs for consumers and discourage the commitment to comprehensive planning which would make maximum efficient use of resources at the least economic cost to the public. Assurance to a development project applicant that upon government approval the project may proceed in accordance with existing policies and regulations, and subject to conditions of approval, all is set forth in a development agreement, will strengthen the public planning process, encourage private participation and comprehensive planning, and reduce the economic cost of development; and,

F. **WHEREAS**, The Project is proposing to invest over One Hundred Million Dollars in construction improvements, including approximately Four Million Dollars in public transportation infrastructure, all of which will provide substantial employment opportunities and economic benefit to the County and its residents; and

G. **WHEREAS**, the County, ASPEN and PROVIDENCE recognize that the development of The Project may take as long as ten years to fully build out; and in order for ASPEN to make substantial capital investments for infrastructure, ASPEN needs predictable development standards until The Project is fully built.

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

AGREEMENT

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 ASPEN, Providence and the County upon the County's approval by ordinance or resolution following a public hearing as provided for in RCW 36.70B.170.
2. **Effective Date and Duration of Agreement:** This Agreement shall take effect immediately upon its adoption by the Board of Clark County Commissioners and execution by all parties; provided that, any time periods specified in this Agreement shall be tolled pending any appeals of any county, state or federal land use decisions entitling ASPEN to commence or complete development.
3. **Vesting:** The Project shall be vested to, and with, the following uses, design standards, capacity allocations and mitigation measures through the year 2019:

a. Uses

All uses approved under PSR2009-00007, PLD2009-00008, PLD2009-00009, PLD2009-00010, PLD2009-00011, SEP2009-00015, WET2009-00012, EVR2009-00005 and GEO2009-00003, ("The Approvals"), together with uses currently permitted within the General Commercial (GC) zone, as provided for by Clark County's Code on the Effective Date of this Agreement.

b. Design Standards

All setbacks, landscape standards, design and architectural standards, street and pedestrian standards, parking standards, and building coverage standards, storm water, sewer, water and other utility standards and all other planning or engineering standards applicable to The Approvals; and, as otherwise provided for by Clark County's code on the effective date of this Agreement.

c. Transportation / Concurrency Standards

As part of The Approvals, the Project is vested with 1,800 PM peak hour trips.

The Project's trip generation to the County's transportation system shall be vested through the year 2019.

ASPEN's and PROVIDENCE'S construction of improvements and payments to the County, as identified in The Approvals as conditions, shall constitute full and final satisfaction of any and all mitigation or other regulatory requirements related to any of the Project's transportation impacts; provided, however, if changes to The Approvals are proposed and approved in the future that would increase the number of PM Peak hour trips above 1,800, then the County shall have the right to impose additional lawful mitigation requirements upon those future PM Peak hour trips exceeding 1,800 and such mitigation requirements shall be either allocated entirely to ASPEN or PROVIDENCE or apportioned between ASPEN and PROVIDENCE based on their respective P.M. peak hour trip increases.

d. Threat to Public Health

As provided for in RCW 36.70B, the County reserves the right to impose new standards or changes in development regulations to the extent required by a serious threat to public health and safety.

e. Condition Precedent

The vesting period granted by this agreement for The Project in excess of the five year vesting period granted by The Approvals, shall become void at the expiration of the vesting period granted by The Approvals, if: (i) PROVIDENCE, or some affiliated entity, has not purchased that portion of the Property designated for medical office use as provided for in The Approvals; and, (ii) the offsite transportation improvements to 88th St., 62nd Ave. and 87th St. that are approval conditions provided for in some of The Approvals have not been substantially completed.

f. Phase A Uses

Providence will commence/maintain medical/dental related uses on its portion of this development (Exhibit B) within ten years of the date of this agreement or else this agreement may be terminated by the County in its exercise of its sole discretion.

4. Project Alterations

a. Type I

Any changes or alterations to The Approvals that affect the location of any building, landscape feature, parking area or internal pedestrian or vehicular passageway (but specifically excluding any public roads or sidewalks within the public right-of-way), change the location of a utility, or change the proposed use of a building (other than the pads/property owned or controlled by Providence) to an otherwise permitted use in the GC zone as it currently exists on the date of this agreement; AND, which do not increase the cumulative vehicle trips approved for the Project, or increase the amount of impervious surface or increase the probably significant adverse environmental impacts of the Project shall be reviewed by the County as a Type I process.

b. Type II

Any other proposed alterations to the Project that are not provided for in Section 4(a) above, and are not a request to change the zoning or comprehensive plan designation of the Property or request to create additional legal lots in excess of what the County allows through the Short Plat process; shall be processed by the County as a Type II review.

c. Type III

Any request to rezone the Property that does not require a comprehensive plan change and any request for additional preliminary plat approval of the Project (as opposed to a request for a Short Plat) shall be reviewed as a Type III process.

5. Padden Parkway Access

As part of The Approvals for the Project, the County authorized access to Padden Parkway. ASPEN and PROVIDENCE agree and understand that the access is subject to County approval at all times but because of the importance of the access

to the Project, the County agrees, that during this agreement term, to provide written notice to ASPEN and PROVIDENCE one hundred eighty (180) days prior to taking any final action to close or modify the access.

6. Miscellaneous

- a. 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 the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.
- b. This Agreement shall be construed with, and governed by, the laws of the State of Washington. The parties agree to venue in the Superior Court for Clark County, State of Washington, to resolve any disputes that may arise under this Agreement.
- c. If any portion of this Agreement shall be invalid or unenforceable to any extent, the validity of the remaining provisions shall not be affected thereby.
- d. Binding on Successors and Recording: This Agreement is assignable and shall run with the land and be binding upon and inure to the benefit of the parties, their respective heirs, successors and assigns. This Agreement shall be recorded.
- e. Each of the recitals contained herein are intended to be, and are incorporated as, covenants between the parties and shall be so construed.
- f. This Agreement may only be amended by mutual agreement of the parties.

CLARK COUNTY, WASHINGTON

By: _____

Its: CHAIR, BOARD OF COMMISSIONERS

ASPEN ACROSS THE STREET, LLC

By: _____

Its: MEMBER

PROVIDENCE HEALTH SYSTEM - OREGON

By: _____

Its: Chief Real Estate Officer

The balance of the 2009 Development Agreement, recorded at AF #4602708 AGR, is adopted and incorporated herein.

AMENDMENT TO DEVELOPMENT AGREEMENT

This Amendment (the "Amendment") to the Development Agreement, effective on September 11, 2009 (the "Development Agreement"), by and between CLARK COUNTY, a Washington Municipal Corporation (the "County"), ASPEN ACROSS THE STREET, LLC, ("ASPEN") and PROVIDENCE HEALTH & SERVICES – OREGON, formerly known as Providence Health System - Oregon ("PROVIDENCE") shall expand the permitted uses of the Property to include use as athletic fields, as provided herein.

In consideration of the mutual covenants contained herein, the parties hereby amend the Development Agreement as follows:

To Paragraph 3.a., the following shall be added: Uses approved for development shall include those for athletic fields, which shall include, but are not limited to stadium structures, restroom facilities, track and field equipment and all athletic fields, both natural and synthetic turf, their structures and equipment.

ALL OTHER TERMS AND CONDITIONS OF THE DEVELOPMENT AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

DATED this ____ day of April, 2016.

CLARK COUNTY, WASHINGTON

By: _____

Its: _____

ASPEN ACROSS THE STREET, LLC

By: 

Its: MANUAL SIGNATURE

PROVIDENCE HEALTH & SERVICES – OREGON

By: Nicki

Its: CLARK COUNTY OREGON - DATE



STATE OF WASHINGTON)
)ss.
County of Clark)

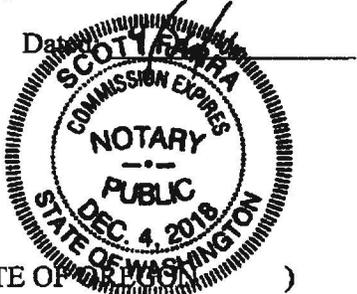
I certify that I know or have satisfactory evidence that _____ signed this instrument, on oath stated that he/she is authorized to execute the document herein, and acknowledged it as the _____ of CLARK COUNTY to be the free and voluntary act of such party for the uses and purposes mentioned therein.

Dated: _____

Notary Public for Washington
Residing in Clark County
My Commission Expires: _____

STATE OF WASHINGTON)
)ss.
County of Clark)

I certify that I know or have satisfactory evidence that Mark Hinton signed this instrument, on oath stated that he/she is authorized to execute the document herein, and acknowledged it as the member/Manager of ASPEN ACROSS THE STREET, LLC to be the free and voluntary act of such party for the uses and purposes mentioned therein.



Date: _____

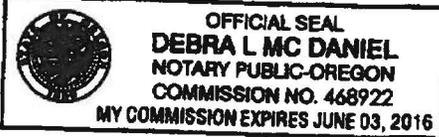
Notary Public for Washington
Residing in Clark County
My Commission Expires: 12/4/18

STATE OF WASHINGTON)
)ss.
County of Multnomah)

I certify that I know or have satisfactory evidence that David Elkins signed this instrument, on oath stated that he/she is authorized to execute the document herein, and acknowledged it as the Chief Asset Officer of PROVIDENCE HEALTH & SERVICES - OREGON to be the free and voluntary act of such party for the uses and purposes mentioned therein.

Dated: April 25, 2016

Notary Public for ~~Washington~~ Oregon
Residing in ~~Clark County~~ Multnomah County
My Commission Expires: June 3, 2016



SETON CATHOLIC ATHLETIC FACILITIES

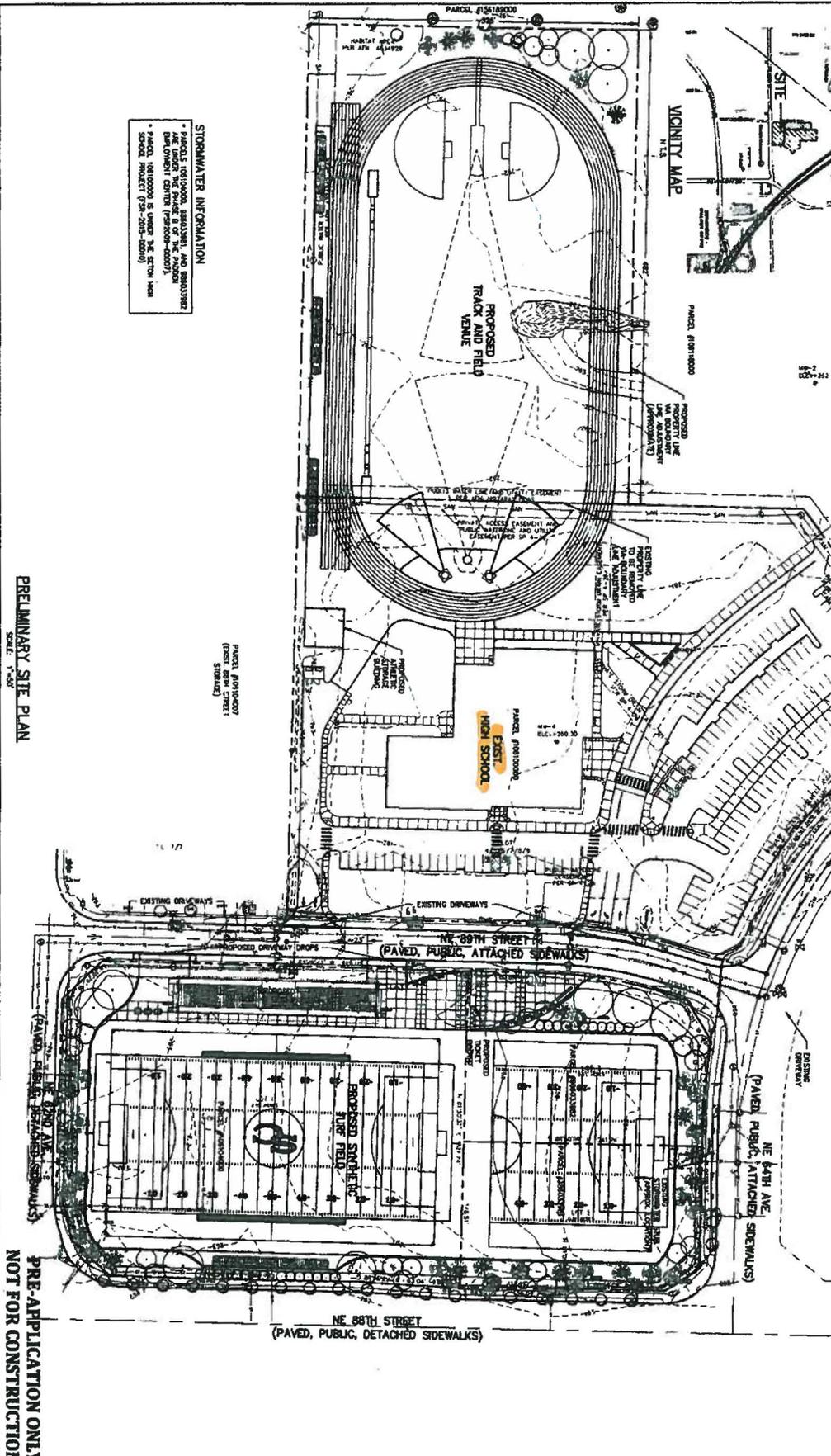
CLARK COUNTY, WASHINGTON

APPLICANT
 ST. SETON CATHOLIC CHURCH
 511 NE 11TH AVE, 2ND FLOOR
 WASHINGTON, WA 98002
 (206) 451-1300
 STSETONCATHOLICCHURCH.COM

CONTACT/DESIGNER
 ROBERTSON ENGINEERING, P.C.
 511 NE 11TH AVE, 2ND FLOOR
 WASHINGTON, WA 98002
 (206) 451-1300
 OTR@ROBERTSONENGINEERING.COM

OWNER
 ST. SETON CATHOLIC CHURCH
 511 NE 11TH AVE, 2ND FLOOR
 WASHINGTON, WA 98002

PROPERTY/PROJECT INFORMATION
 - PROJECT IS A PUBLIC FACILITY
 - PROPERTY LINE ADJUSTMENT BETWEEN PARCELS 1 AND 2
 - TOTAL PROPOSED PROJECT SITE AREA = 1.04 ACRES
 - ZONE = CC (ALL PARCELS)
 - SITE ADDRESS: 3000 NE 61TH AVENUE



STORMWATER INFORMATION
 - PARCELS 1 AND 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

PRELIMINARY SITE PLAN
 SCALE: 1"=50'

PRE-APPLICATION ONLY
 NOT FOR CONSTRUCTION

SETON CATHOLIC ATHLETIC FACILITIES
 CLARK COUNTY, WASHINGTON
 PRE-APPLICATION SITE PLAN

PRELIMINARY

ROBERTSON
 ENGINEERING, P.C.
 511 NE 11TH AVE, 2ND FLOOR
 WASHINGTON, WA 98002

DATE	REVISIONS
MARCH 2, 2014	
DESIGNED	JFT
CHECKED	JFT
ISSUE	PRE-APPLICATION
DATE	MARCH 2, 2014
PROJECT NO.	2013-001
SHEET NO.	C1.0

