

**CLARK COUNTY
STAFF REPORT**

DEPARTMENT/DIVISION: Environmental Services / Resource Policy and Planning / Legacy Lands

DATE: May 26, 2015

REQUEST: Accept the Statutory Warranty Deed to take title to 160 acres of land adjacent to Flume Creek and tributaries at the south boundary of the City of Ridgefield and authorize the Acting County Manager to sign the Deed of Right to the Washington State Recreation and Conservation Office at such time as documents are recorded.

CHECK ONE: Consent Hearing Acting County Manager

BACKGROUND: The Board of County Councilors approved Final Staff Report SR 031-15 on March 3, 2015, and executed a purchase and sale agreement with WGS, LLC to acquire 160 acres of land at the south boundary of the City of Ridgefield. All provisions of the purchase and sale agreement have been fulfilled and the property sale closed on May 22, 2015. The Board must accept the deed and documents need to be recorded in order for the sale to become final.

COMMUNITY OUTREACH: The Flume Creek property is within a priority acquisition area identified in Clark County's Conservation Areas Acquisition Plan, March 2014, which specifically includes a line item in the 'Project Opportunities-County Lead' list including an estimate of cost and fund leveraging. The property includes approximately 5,500 feet of Flume Creek and smaller tributaries to Lake River. The property is extensively covered by both riparian and upland priority habitat as designated by the Washington Department of Fish and Wildlife, including a biodiversity area and corridor, waterfowl concentrations, and Oregon White Oak. The Columbia Land Trust, the City of Ridgefield, the Ridgefield National Wildlife Refuge and the Washington Department of Fish and Wildlife all strongly support the acquisition.

BUDGET AND POLICY IMPLICATIONS: A professional appraisal and a review appraisal established the fair market value of the property at \$2,130,000. These funds have been placed in escrow and include \$25,000 earnest money that will be forfeited if the sale is not finalized. Clark County will be reimbursed up to \$1,105,925 by the State Recreation and Conservation Office for the acquisition via grant no. 12-1504 once the sale is finalized and a Deed of Right to the state is executed. The draft Deed of Right is attached. Clark County will own the property and be responsible for management, with estimated maintenance/management costs at about \$4,000 per year to be funded with Conservation Futures revenue. The adopted 2015-16 budget includes the necessary authority to complete the acquisition and maintain the property.

FISCAL IMPACTS: Yes No

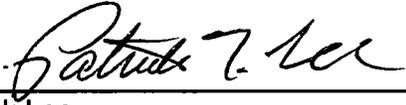
The Fiscal Impacts Attachment submitted with Final SR 031-15 remains applicable and is attached.

ACTION REQUESTED: Accept the Statutory Warranty Deed to take title to 160 acres of land adjacent to Flume Creek and tributaries at the south boundary of the City of Ridgefield and authorize the Acting County Manager to sign the Deed of Right to the Washington State Recreation and Conservation Office at such time as documents are recorded.

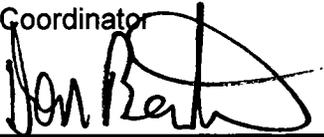


Handwritten initials/signature

DISTRIBUTION: Please return the original copy of the signed Statutory Warranty Deed and the approved staff report to Environmental Services Administration.



Patrick Lee
Program Coordinator



Don Benton
Environmental Services Director

(PL/bt)

c: Dorn Swigert, WGS, LLC
Dan Roix, Columbia Land Trust
Kim Sellers, Washington State Recreation and Conservation Office

APPROVED: May 26, 2015
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

SR 095-15

FISCAL IMPACT ATTACHMENT

Part I: Narrative Explanation

I.A - Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information.

The request is for the Board of County Councilors to approve a purchase and sale agreement to acquire 153 acres in the Ridgefield vicinity. A professional appraisal established the fair market value of the property at \$2,130,000. Incidental expenses including property legal surveys, boundary line adjustments, cultural resources assessments and other due diligence studies are estimated to cost an additional \$105,000. County will be reimbursed approximately \$1,105,925, through Washington Wildlife and Recreation Program grant 12-1504 for the acquisition.

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
3085 / Conservation Futures		\$1,129,075		\$8,000		\$8,000.00
State Recreation and Conservation Funding Board - WWRP Grant		\$1,105,925				
Total:	\$0.00	\$2,235,000	\$0.00	\$8,000	\$0.00	\$8,000.00

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

\$1,129,075 from Clark County Conservation Futures funds.
 \$1,105,925 State Recreation and Conservation Funding Board grant funds.

Part III: Estimated Expenditures

III.A - Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
3085/Conservation Futures			\$2,235,000		\$8,000		\$8,000.00
Total:		\$0.00	\$2,235,000	\$0.00	\$8,000	\$0.00	\$8,000.00

III.B = Expenditure by object category

3085/Conservation Futures Fund	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits		\$17,322		\$8,000.00		\$8,000.00
Contractual		\$87,678				
Supplies						
Travel						
Other controllable						
Capital Outlays: OC 600		\$2,130,000				
Inter-fund Transfers						
Debt Service						
Total:	\$0.00	\$2,235,000	\$0.00	\$8,000	\$0.00	\$8,000.00

Upon Recording, Please Return To:
Washington Recreation and Conservation Office
PO Box 40917
Olympia, WA 98504-0917
Attn: Kim Sellars

**DEED OF RIGHT TO USE LAND FOR
CONSERVATION PURPOSES**

FN 15-24

Grantor: CLARK COUNTY

Grantee: STATE OF WASHINGTON, acting by and through the WASHINGTON
STATE RECREATION AND CONSERVATION OFFICE, including any
successor agencies.

Abbreviated
Legal

Description: SW1/4 Section 30 T4N R1E, NE ¼ Section 31 T4N R1E (More particularly
described in Exhibit "A" (Legal Description), and as depicted in Exhibit "B"
(Property Map),

Assessor's Property Tax Parcel Number(s): 220031-000, 220428-000 and 216245-000

Reference Numbers of Documents Assigned or Released:

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from the Recreation and Conservation Funding Account. Such grant is made pursuant to the Project Agreement entered into between the Grantor and the Grantee entitled Flume Creek Habitat Area Project Number 12-1504 signed by the Grantor on the 19th day of September, 2013 and the Grantee the 30th day of September, 2013 and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreement.

The Grantor hereby conveys and grants to the Grantee as the representative of the people of the State, the right to enforce the following duties:

The Grantor shall take such reasonable and feasible measures as are necessary to protect the Real Property as described in Exhibit A: Legal Description, in perpetuity. Such measures shall be

consistent with the purposes in the Project Agreement, including protecting, preserving, restoring and/or enhancing the habitat functions on the Real Property, which includes 160 acres of shoreline wetlands and mature upland forest adjacent to the Ridgefield National Wildlife Refuge, which will help create one of the most important biodiversity areas in southwest Washington.

1. The Grantor shall allow public access to the Property as provided in the Project Agreement. Such access shall be subject to the restrictions allowed under the Project Agreement, by written agreement with the Grantee, or under state law. This provision is not intended to prevent reasonable access or use restrictions that are necessary for safe and effective management of the property consistent with the conservation purposes and the Project Agreement.
2. The Grantor shall allow access by the Grantee to inspect the Real Property for compliance with the terms of this Deed and the applicable Project Agreement to which the Grantor is a signatory. Such access shall be subject to the restrictions, if any, allowed under the Project Agreement, by written agreement with the Grantee, or under state law. The Grantor warrants it has and shall maintain the legal right and means to reach the property.
3. Without prior written consent by the Grantee or its successors, through an amendment to the Project Agreement or the process set forth below, the Grantor shall not use or allow any use of the Real Property (including any part of it) that is inconsistent with the conservation purposes herein granted and as stated in the Project Agreement. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the conservation purposes herein granted and as stated in the Project Agreement.

Grantee's consent to an inconsistent use or property interest under this Deed shall be granted only to the extent permitted by law and upon the following three conditions, which ensure the substitution of other eligible land. The conditions are: (1) the substitute conservation land must be of reasonably equivalent habitat qualities, characteristics and location for the conservation purposes as the Real Property prior to any inconsistent use; (2) the substitute conservation land must be of at least equal fair market value to the Real Property at the time of Grantee's consent to the inconsistent use; and (3) the fair market value of the Real Property at the time of the Grantee's consent to the inconsistent use shall not take into consideration any encumbrances imposed on or alterations made to that land as a result of the original state grant and other grants if such encumbrances or alterations reduce the value of the Real Property from what it would be without them.

For purposes of this Deed, the Project Agreement includes any amendments thereto that occurred prior to or may occur subsequent to the execution of this Deed.

This Deed contains covenants running with the land and shall be binding upon the Grantor, its

successors and assigns, and upon any person acquiring the Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. If the Grantor sells all or any portion of its interest, the new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be subject to applicable covenants and requirements under the Deed.

This Deed may not be removed or altered from the Real Property unless specific approval has been granted by the Washington State Recreation and Conservation Office and/or the Washington State Recreation and Conservation Funding Board or its successors.

The Washington State Recreation and Conservation Office and the Washington State Recreation and Conservation Funding Board and/or its successors shall each have a separate and independent right to enforce the terms of this Deed.

Exhibits Included:

- EXHIBIT A, Legal Description
- EXHIBIT B, Survey

REMAINDER OF PAGE IS INTENTIONALLY BLANK; ADDITIONAL SIGNATURE PAGE FOLLOWS

EXHIBIT A
Legal Description

EXHIBIT "A"
LEGAL DESCRIPTION

A portion of the Preston Laws Donation Land Claim No. 38 in the Southwest quarter of Section 30 and the Northwest quarter of Section 31, and a portion of the James H. Campbell Donation Land Claim No. 39 in the Northwest quarter of Section 31, and Government Lot 3 in the Northwest quarter of Section 31, Township 4 North, Range 1 East of the Willamette Meridian, partially in the City of Ridgefield, Clark County, Washington, described as follows;

Beginning at a 1-1/2' iron pipe marking the South quarter corner of Section 30 as shown in Book 3, of Short Plats, Page 735, Clark County Auditor's Records;

Thence North 01°42'27" East, along the East line of the Southwest quarter of Section 30, for a distance of 156.40 feet to the TRUE POINT OF BEGINNING;

Thence South 01°42'27" West along said East line, for a distance of 156.40 feet to said 1-1/2" iron pipe marking the South quarter corner of Section 30;

Thence South 01°39'04" West, along the East line of the Northwest quarter of Section 31, for a distance of 2647.11 feet to a 2 1/2" aluminum cap stamped "LS29269" marking the Southeast corner of the Northwest quarter of Section 31;

Thence North 89°09'23" West, along the South line of the Northwest quarter of Section 31, for a distance of 2183.24 feet more or less to the Easterly Right-of-Way Line of the Burlington Northern Railroad;

Thence Northerly along said Easterly Right-of-Way Line the following courses:

Thence North 02°31'42" West, for a distance of 1006.73;

Thence North 02°08'21" West, for a distance of 97.60;

Thence along the arc of a 2795.66 foot radius non-tangent curve to the right (the radius point of which bears South 89°56'39" East), through a central angle of 13°19'16", for an arc distance of 649.98 feet;

Thence South 76°37'23" East, for a distance of 16.00 feet;

Thence Northeasterly along the arc of a 2779.66 foot radius non-tangent curve to the right (the radius point of which bears South 76°37'23" East), through a central angle of 00°28'04", for an arc distance of 22.69 feet;

Thence South 76°09'20" East, for a distance of 103.21 feet;

Thence Northeasterly along the arc of a 2676.45 foot radius non-tangent curve to the right (the radius point of which bears South 76°09'20" East) through a central angle of 02°46'35", for an arc distance of 129.69 feet;

Thence North 15°59'19" East, for a distance of 162.17 feet;

Thence North $16^{\circ}36'24''$ East, 1490.39 feet more or less to a point which bears North $67^{\circ}06'19''$ West, from the TRUE POINT OF BEGINNING;

Thence leaving said Easterly Right-of-Way Line South $67^{\circ}06'19''$ East, for a distance of 1748.03 feet more or less to the TRUE POINT OF BEGINNING.

Exhibit B
Survey

BOUNDARY LINE ADJUSTMENT SURVEY

CITY OF RIDGEFIELD PLZ-15-0021
 CLARK COUNTY BLA2015-00013
 LOCATED IN A PORTION OF THE
 PRESTON LAWS DLC #38, AND THE
 JAMES H. CAMPBELL DLC #39, IN
 THE SW 1/4 OF SECTION 30 AND
 THE NW 1/4 OF SECTION 31
 T. 4 N., R. 1 E., W.M.
 CITY OF RIDGEFIELD
 CLARK COUNTY, WASHINGTON
 SHEET 1 OF 3

LEGEND:

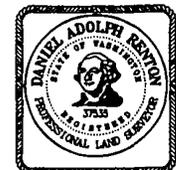
- () INDICATES RECORD DATA
- INDICATES MONUMENT FOUND AS NOTED (TIED DECEMBER, 2014)
- INDICATES CALCULATED POSITION
- ⊙ INDICATES 1/2" x 24" IRON ROD WITH YELLOW PLASTIC CAP "RENTON 37535" SET
- OHW INDICATES ORDINARY HIGH WATER

DEED REFERENCE:

AFN 43120470 (REC. 04-17-07)

NARRATIVE:

THE PURPOSE OF THIS SURVEY WAS TO BOUNDARY LINE ADJUST THE PARCELS SHOWN HEREON ACCORDING TO THE CONDITIONS OF APPROVAL STATED IN CITY OF RIDGEFIELD PLZ-15-0021 AND CLARK COUNTY BLA2015-00013. THE EASTERLY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN RAILROAD WAS CALCULATED FROM CLARK COUNTY BIN FILE 21-48 AND SHOULD BE CONSIDERED APPROXIMATE IN NATURE AND SHOWN HEREON FOR CLARITY AND ACREAGE CALCULATION ONLY. WE HAVE HELD THE 2 1/2" ALUMINUM CAP STAMPED "LS 29289" SET IN R.O.S. 80-180 AT THE CENTER OF SECTION 31. THIS POSITION HELD IS THE MOST CONSERVATIVE SOLUTION. OTHER VARIOUS SURVEYS OVER TIME HAVE HELD THE AXLE WHICH IS S 43°14'22" E, 52.78' FROM THE TRUE CENTER. SURVEY EQUIPMENT USED CONSISTED OF A GPS BASE AND ROVER AND A 3-SECOND TOTAL STATION INSTRUMENT WITH AN ELECTRONIC DATA COLLECTOR. FIELD WORK MET THE STANDARDS OF WAC 332-130-090



SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF CLARK COUNTY, IN APRIL 2015.

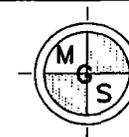
DANIEL ADOLPH RENTON, PROFESSIONAL LAND SURVEYOR, LS# 37535

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____, 2015
 AT _____ O'CLOCK AM/PM, IN BOOK _____ OF SURVEYS,
 AT PAGE _____
 AT THE REQUEST OF MINISTER AND GLAESER SURVEYING INC.

DEPUTY/COUNTY AUDITOR

SCALE: 1"=600'
 JOB NO. 14-385
 DATE: 05-10-15
 CALC BY: DLS
 DRAWN BY: NG
 CHECKED BY: DLS
 SHEET 1 OF 3



MINISTER-GLAESER SURVEYING INC.
 2200 E. EVERGREEN BLVD.
 VANCOUVER, WA 98661
 (360) 694-3313

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC DIST.	CHORD BEARING	CHORD DIST.
C1	2844.78'	379°40'	171.04'	N 13°07'21" E	171.02'
C2	3633.88'	233°04'	161.78'	N 14°20'32" E	161.78'
C3	2878.45'	2°40'35"	128.69'	S 15°3'58" W	129.68'
C4	2778.66'	0°28'04"	22.89'	S 13°36'38" W	22.89'
C5	2795.66'	13°19'18"	649.98'	S 08°42'59" W	648.52'
C6	2941.86'	4°28'58"	230.15'	S 12°40'10" W	230.09'
C7	2925.66'	8°43'22"	343.29'	S 07°12'48" W	343.09'
C8	2795.66'	8°52'01"	432.65'	S 08°56'38" W	432.22'
C9	2795.66'	4°27'15"	217.34'	S 02°16'58" W	217.28'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 89°31'37" W	72.75'
L2	S 86°18'16" E	140.25'
L3	S 16°12'40" W	123.48'
L4	S 15°59'19" W	162.17'
L5	N 76°09'20" W	103.21'
L6	N 76°37'23" W	16.00'
L7	N 87°26'44" W	76.56'
L8	N 02°22'40" W	117.18'
L9	N 20°32'20" E	139.10'
L10	N 10°51'20" E	147.50'
L11	N 02°57'20" E	123.40'
L12	N 03°40'20" E	140.80'
L13	N 00°11'20" E	158.20'
L14	N 07°04'40" W	25.80'
L15	N 33°27'20" E	30.20'
L16	S 16°13'31" W	78.77'
L17	S 78°48'58" E	16.00'
L18	N 04°27'40" W	158.20'
L19	N 07°40'40" W	98.90'
L20	N 18°21'40" W	124.20'

LINE TABLE		
LINE	BEARING	DISTANCE
L21	N 02°08'21" W	97.80'
L22	N 03°58'37" E	94.10'
L23	N 13°55'37" E	85.80'
L24	N 02°23'37" E	80.90'
L25	N 04°17'23" W	68.80'
L26	N 07°02'37" E	77.80'
L27	N 13°30'37" E	103.40'
L28	N 01°58'37" E	96.80'
L29	N 11°00'37" E	98.12'
L30	S 87°18'07" E	131.85'

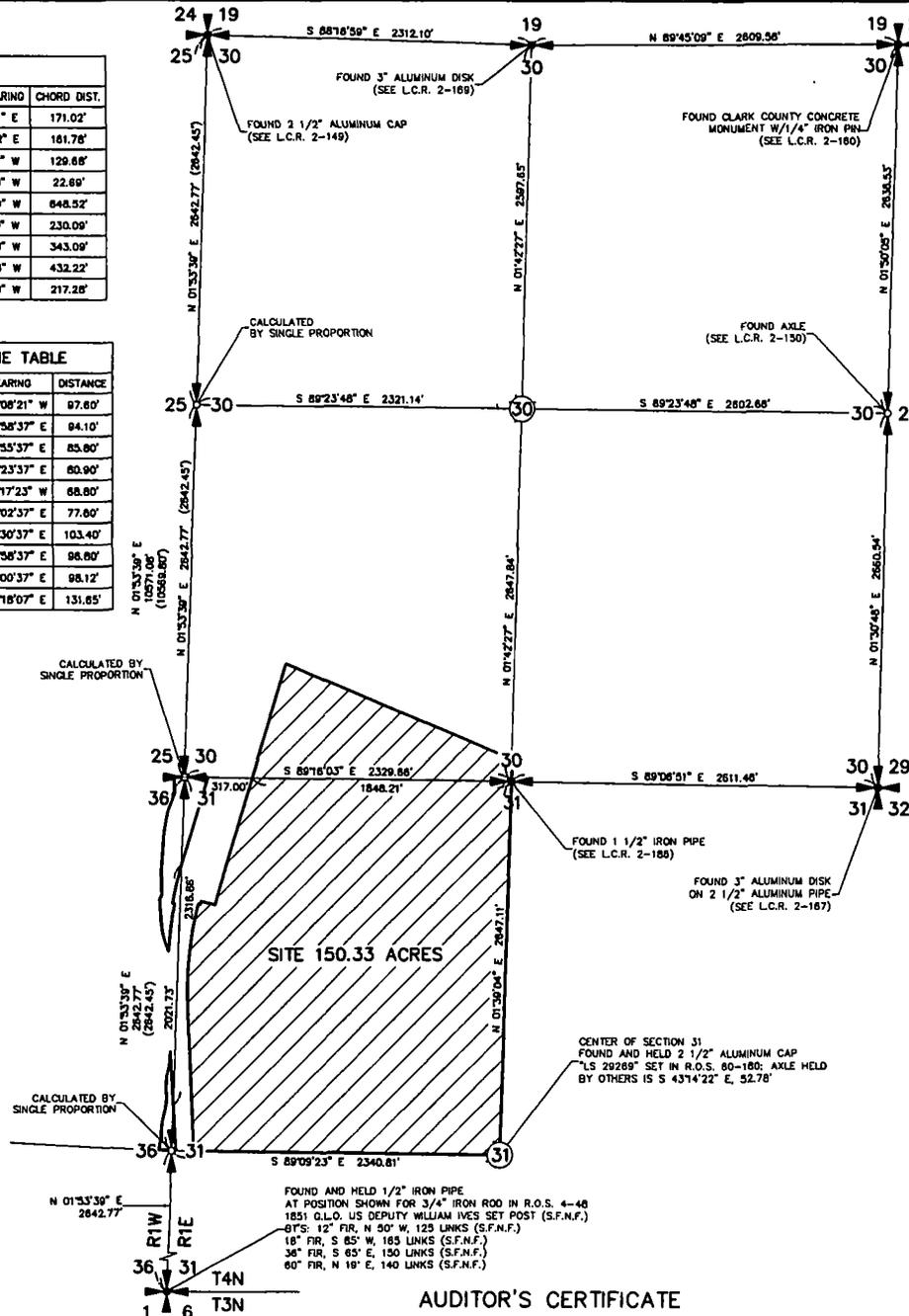


Exhibit "B"

BASIS OF BEARING:
 NAD 83 (2011) (EPOCH 2010.0000)
 WASHINGTON STATE PLANE
 HAD (2011) (EPOCH 2010.0000)
 COORDINATE SYSTEM, SOUTH ZONE, U.S. SURVEY FEET.
 MONUMENTS ALONG THE WILLAMETTE MERIDIAN BETWEEN
 FOUND AND HELD MONUMENTS AS NOTED.
 COMPOUND SCALE FACTOR: 1.000000069

600 300 0 600 900 1200
 SCALE 1 INCH = 800 FEET

MINISTER AND GLAESER SURVEYING, INC. MAKES NO WARRANTIES AS TO MATTERS OF UNWRITTEN TITLE SUCH AS ADVERSE POSSESSION, ACQUISICENCE, ESTOPPLE, ETC.

A FIELD TRAVERSE WAS PERFORMED USING A THREE SECOND TOTAL STATION. THE FIELD TRAVERSE MET THE MINIMUM STANDARDS FOR SURVEYS AS DESIGNATED IN WAC 332-130-090. ALL CORNERS NOTED AS FOUND WERE VISITED ON 04-01-15.

WHEN RECORDED RETURN TO:

Clark County Department of Environmental Services
P.O. Box 9810
1300 Franklin Street
Vancouver, WA 98666

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS IS A TRUE AND EXACT COPY OF THE ORIGINAL OF THIS DOCUMENT.
By [Signature]
Escrow Officer

Escrow Number: 01209-12104
Filed for Record at Request of: Stewart Title Company

EN 1526 STATUTORY WARRANTY DEED

THE GRANTOR(S), WGS, LLC, a Washington Limited Liability Company for and in consideration of Ten Dollars and other good and valuable consideration in hand paid, conveys and warrants to Clark County Department of Environmental Services the following described real estate, situated in the County of Clark, State of Washington:

LEGAL DESCRIPTION ON EXHIBIT " A " ATTACHED HERETO AND MADE A PART HEREOF.

Subject to: This conveyance is subject to covenants, conditions, restrictions and easements, if any affecting title which may appear in the public record, including those shown on any recorded plat or survey.

Abbreviated Legal: (Required if full legal not inserted above.)
SW Section 30 T4N R1E, NW Section 31 T4N R1E

Tax Parcel Number(s): Ptn of 220031-000, 216245-000, Ptn of 220428-000, and Ptn of 220010-000

Dated: May 19, 2015

WGS, LLC
[Signature]
Mason Dorn Swigert
Manager

State of Washington

ss.

County of Clark

I certify that I know or have satisfactory evidence that Mason Dorn Swigert is the person who appeared before me, and said person acknowledged that he/she/they signed this instrument, on oath stated that he/she/they is/are authorized to execute the instrument and acknowledge it as the Manager of WGS, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: May 25, 2015

[Signature]
Notary name printed or typed: Denielle Daggett
Notary Public in and for the State of WA
Residing at Vancouver
My appointment expires: July 19, 2015

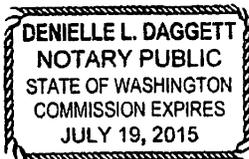


EXHIBIT "A"
LEGAL DESCRIPTION

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Thence leaving said Easterly Right-of-Way Line South 67°06'19" East, for a distance of 1748.03 feet more or less to the TRUE POINT OF BEGINNING.

Acceptance of Deed by Incoming Purchaser

PURCHASER HEREIN APPROVES AND ACCEPTS THE STATUTORY WARRANTY DEED ON THIS 26th DAY OF MAY 2015

CLARK COUNTY, WASHINGTON
BOARD OF COUNCILORS FOR CLARK COUNTY, WASHINGTON

mm
DAVID MADORE, CHAIR

APPROVED AS TO FORM, ONLY

Christine M. Cook
Christine M. Cook, Deputy Prosecuting Attorney

State of Washington }
 } s.s.
County of Clark }

I certify that I know or have satisfactory evidence that **DAVID MADORE IS** the person who appeared before me, and said person acknowledged the **HE** signed this instrument, on oath, sated **HE IS** authorized to execute the instrument and acknowledged it as the **CHAIR** of the **BOARD OF COUNCILORS OF CLARK COUNTY, WASHINGTON** to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: May 26, 2015

Rebecca L. Tilton
Notary Public in and for the State of Washington
Residing at Vancouver
My appointment expires: 4/26/17

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