

CLARK COUNTY STAFF REPORT

DEPARTMENT: Prosecuting Attorney/Community Development

DATE: 04/26/18

REQUESTED ACTION: Approval of a development agreement (DA)

Consent Hearing County Manager

BACKGROUND

Faith Center Fellowship of Vancouver is the owner of several parcels comprising approximately 12.4 acres near at the intersection of NE 117th Avenue (SR 503) and NE 107th Street. Cornerstone Christian Academy seeks a phased development project to place temporary portable classrooms followed by a permanent school facility on the site.

A Conditional Use Permit (CUP) for a church was originally issued in 1992, with a second CUP and site plan review granted in 2007. The 2007 project included a 30,000 s.f. church auditorium, a private school facility to house 100 students and associated parking, office and other uses.

Recently, the applicant has been working closely with staff from the Prosecuting Attorney's office to consider a development agreement (DA) that would allow a modified development plan. Initially, the applicant proposes placement of 15 temporary portable classrooms for up to 700 students for a period of 24 months. These will be considered under a post-decision review of the existing CUP.

Under the DA, the applicant agrees to seek an annual review Comprehensive Plan amendment, new CUP and site plan approval for a permanent school. The comprehensive plan amendment is necessary to allow the high school portion of the development, which is not permitted under the existing Mixed Use (MX) designation.

The development agreement addresses many issues relating to an expedited review process, uses allowed, intensity, mitigation measures and phasing/timing. In consideration for this agreement, the developer agrees to install a center turn lane median on State Route 503 prior to use of the portable classrooms. The applicant further agrees to install a permanent traffic signal at NE 107th Street and State Route 503 within 24 months of occupancy of the portable classrooms and complete other related improvements. As a part of the agreement, the applicant accepts the risk that any of the development proposals may not be approved.

COUNCIL POLICY IMPLICATIONS

By approving this development agreement, the County Council recognizes the benefits of the accelerated improvements to the transportation facilities at the NE 107th Street/SR 503 intersection. Consistent with the varied benefits of other DA proposals, the Council also recognizes benefit including job creation, increased educational opportunities, extension of utilities, sidewalks and other related development improvements.

ADMINISTRATIVE POLICY IMPLICATIONS

The Council grants staff the authority to review the temporary classroom facilities in an expedited review process with modified timing of improvements to the 107th/SR 503 intersection. As described above, this is balanced by an agreement for installation of permanent signal improvements within 24 months of occupancy of the portable classrooms.

COMMUNITY OUTREACH

The surrounding property owners will receive notice of each of the development proposals, including the post-decision review of the existing CUP, the annual review Comprehensive Plan amendment and the new CUP and site plan review requests.

BUDGET IMPLICATIONS

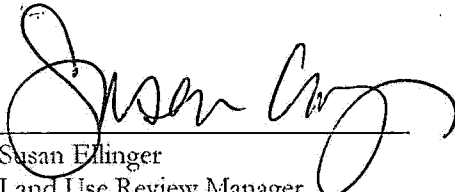
YES	NO	
	X	Action falls within existing budget capacity.
		Action falls within existing budget capacity but requires a change of purpose within existing appropriation
		Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.


BUDGET DETAILS

Local Fund Dollar Amount	N/A
Grant Fund Dollar Amount	
Account	
Company Name	

DISTRIBUTION:

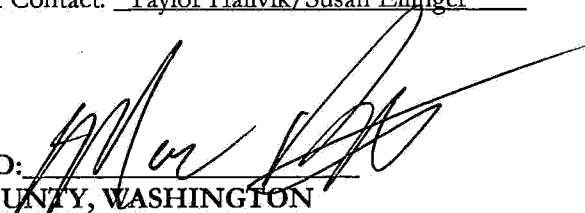
Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>


 Susan Ellinger
 Land Use Review Manager


 Mitch Nickolds
 Interim Community Development Director

Primary Staff Contact: Taylor Hallvik/Susan Ellinger

Ext. 586613102

APPROVED: 
CLARK COUNTY, WASHINGTON



BOARD OF COUNTY COUNCILORS

DATE: _____

SR# _____

APPROVED: *Kathleen Oth for*
Jim Rumpeltes, Interim County Manager

DATE: 5-8-18

BOARD OF COUNTY COUNCILORS
COUNTY OF CLARK, STATE OF WASHINGTON

Resolution
No. 2018--05-05

A Resolution of the Board of County Councilors for Clark County, Washington, authorizing entry into a Developer Agreement between the Clark County and Faith Center Fellowship of Vancouver, Inc. and Cornerstone Christian Academy

WHEREAS, RCW 36.70B.170 through .200 authorize the County to enter into Developer Agreements with persons or entities having ownership or control of real property within the County; and

WHEREAS, Faith Center Fellowship of Vancouver, Inc. and Cornerstone Christian Academy ("Owners") own certain real property described in the proposed Development Agreement attached hereto as Exhibit A, which property is located in Clark County, Washington; and

WHEREAS, County Staff has worked with the Owner to prepare the proposed Developer Agreement, which details an exchange of valuable consideration;

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

WHEREAS, the Council concluded that approval of the proposed Developer Agreement will further the public welfare; now therefore,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF CLARK COUNTY COUNCILORS:

1. The Clark County Council approves the proposed Developer Agreement between Clark County, Washington and Faith Center Fellowship of Vancouver, Inc. and Cornerstone Christian Academy, attached hereto as Exhibit A, and authorizes the County Manager to execute this agreement.

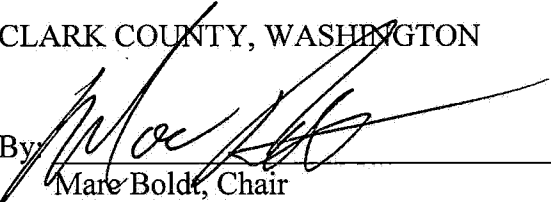
ADOPTED on this 8th day of May, 2018.

BOARD OF COUNTY COUNCIL

Attest:

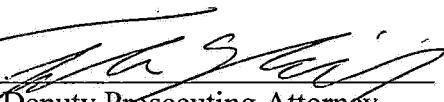
CLARK COUNTY, WASHINGTON


Clerk to the Board

By: 
Maire Boldt, Chair

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

By: _____
Jeanne E. Stewart, Councilor

By: 
Deputy Prosecuting Attorney

By: _____
Julie Olson, Councilor

By: _____
John Blom, Councilor

By: _____
Eileen Quiring, Councilor



MAIL TAX STATEMENTS TO:
Unchanged

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

This space provided for recorder's use.

INSTRUMENT TITLE: DEVELOPMENT AGREEMENT

GRANTOR(S): FAITH CENTER FELLOWSHIP OF
VANCOUVER, INC. and CORNERSTONE
CHRISTIAN ACADEMY

GRANTEE: CLARK COUNTY

ABBREVIATED LEGAL DESC: #31 SEC 34-3-2EWM

FULL LEGAL DESC: See Exhibit A To This Document

ASSESSOR'S PROPERTY TAX

PARCEL ACCOUNT NUMBER(S): 200089002, 200080001, 200174000, 200145000,
200202000, 200207001, 200207000, 200162000

REFERENCE NUMBER OF
RELATED DOCUMENTS:

DEVELOPMENT AGREEMENT

Effective Date: 5-8-18, 2018

PARTIES:

Faith Center Fellowship of Vancouver, Inc. ("Church"), is the owner of APNs 200089002, 200202000, 200207001, 200207000, ("Church Property"). The legal description for this parcel is attached as **Exhibit A**. Cornerstone Christian Academy ("Developer") is the owner of 200080001/200080000, 200174000, 200145000 and 200162000 ("School Property"). The legal description for this parcel is attached as **Exhibit B**. The Developer is working with Church to place school facilities on portions of the Church Property on a temporary basis and then on the School Property on a permanent basis.

Clark County is a Washington municipal corporation ("County") and is responsible for land use planning and permitting, pursuant to the Growth Management Act.

Church, Developer and County are collectively referred to as the Parties.

AUTHORITIES

The Parties are authorized to enter this Development Agreement by RCW 36.70B.170(1), and Clark County Development Code ("CCDC"), Chapter 40.350.020.K.

County Code Section 40.500.010B.3 authorizes the County Board to approve a Development Agreement for a longer duration period than under Section 40.500.010B.3.

RECITALS

1. Faith Center's predecessor in interest to the property, Living Hope Church, received a conditional use permit approval to operate a K-12 private school on a portion of the properties above in 2007. Faith Center submitted an extension request, PST 2017-0021, to extend the conditional use permit to facilitate a series of other land use needs discussed below. The County granted the request in accordance with CCDC 40.500.010(B)(2)(a)(1)(4). Developer will seek a post-decision review of the conditional use permit to accommodate a phased approach to the project and then will submit for a new conditional use permit concurrently with the Developer's requested comprehensive plan amendment to change the zoning and comprehensive plan designation to be compatible with their intended use (see recital number three). Developer understands and agrees that it accepts the risk that both its post-decision review request and the comprehensive plan amendment request may not be approved, potentially resulting in the denial of the post-decision and/or subsequent conditional use permit.

2. Faith Center, as the property owner, is working under an agreement with Cornerstone Christian Academy for a temporary location for a K-8 school on property owned by Faith Center.
3. Cornerstone Christian Academy and Faith Center are seeking a comprehensive plan amendment and rezone CPZ 2018-00003 on APNs 200080001/20080000 and 200145000 from Mixed Use to Residential, R1-6, in order to facilitate the development of a permanent K-12 school which would not be allowed on those parcels with a Mixed Use Comprehensive Plan and zoning designation.
4. In accordance with RCW 36.70B.170, the Parties seek to agree to the permitted uses and intensities, the type and location, agree to mitigation measures and development conditions, to address design standards, the phasing of the project from the temporary to permanent facility, the build out schedule, and other appropriate procedures within this Agreement.
5. As part of the consideration to this Agreement, Cornerstone Christian Academy agrees to develop, fund and construct a center turn lane median on State Route 503 (also known as 117th Avenue) that meets the approval of the Washington State Department of Transportation (WSDOT) specifications. As set forth below, the center turn lane median must be operational prior to the occupancy of the temporary use. Cornerstone Christian Academy further agrees to develop, fund and construct a permanent traffic signal at NE 107th Street and State Route 503 within 24 months of occupancy of the phased development (temporary portable classrooms) that will be the subject of post-decision review of the existing Conditional Use Permit, regardless of whether, or under what terms, a subsequent Conditional Use Permit (for a permanent school facility) is approved. Cornerstone Christian agrees to secure a performance bond in an amount sufficient to construct a permanent signal. In addition, as a condition precedent to occupancy of any permanent school facility permitted under the processes outlined in this Agreement, Cornerstone Christian agree to make frontage improvements to NE 107th Street that are consistent with the requirements of Clark County Code, including, but not limited to, CCC 40.350.030.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

Requested Extension.

The Church and Developer submitted an extension request PST 2017-0021 of the prior approved CUP 2006-00016 and the County agreed that an extension was warranted.

Post-Decision Review Process.

The County agrees to process a Type III post-decision review application to allow SEPA compliant semi-permanent site improvements, specifically, grading and utilities on APNs

200207001 and 200207000 in order to accommodate the placement and occupancy of temporary portable classroom units for a period of 24 months, during which time the Developer will seek necessary approvals for and, if approved, construct a permanent school facility. The Developer will remove the temporary classrooms and restore the site where the temporary portable classrooms were placed upon the opening of the permanent school facility or within 24 months of placement/occupancy of the temporary portable classrooms, whichever comes first.

The Developer understands and agrees that the proposed Type III post-decision review will be reviewed under an expedited process, but still requires a public hearing. The Developer further understands and agrees that the County's commitment to process a Type III post-decision review application, as set forth above, does not constitute a commitment to approve or recommend approval of Developer's application, and that the application will ultimately be considered on its own merits pursuant to Clark County Code.

Conditional Use Permit Process for Permanent School Facility.

The County agrees to process a new conditional use permit to address changes anticipated to the permanent school facility concurrently with the comprehensive plan amendment request, whereby final approval may be conditioned on or not be obtained until the plan amendment is processed, approved and enacted. The Developer agrees that it will proceed at its own risk with the conditional use permit application prior to the conclusion of the comprehensive plan amendment process.

Developer also agrees that the conditional use permit application will be processed under the County's current Code.

Temporary Median.

After obtaining all necessary approvals from WSDOT and subject to any more restrictive terms that may be imposed by any County Conditional Use Permit granted, pursuant to the process outlined in this Agreement, Developer agrees to develop, fund and construct a temporary median at NE 107th Street and NE 117th that must be operational prior to occupancy of the temporary portable classrooms. Developer agrees that in the event that a WSDOT approved temporary median is not operational prior to occupancy, any conditional use permit issued by the County will be suspended. It is further agreed that in the event that WSDOT does not approve a temporary median at NE 107th Street and NE 117th or that approved improvements are not installed prior to occupancy, the Developer will be deemed to have failed to meet the conditions of any Conditional Use Permit granted pursuant to the process outlined in this Agreement, and that the County will withhold other necessary occupancy permits unless and until WSDOT approved median improvements are installed and operational. The temporary median and associated infrastructure will be removed or renovated by the Grantor following WSDOT's completion and approval of the permanent intersection improvement.

Signal Funding.

The County has collected funds from other developers for a permanent signal installation and agrees to contribute those funds to the permanent signal improvement. Within 60 days of execution of this Agreement, Developer agrees to secure a performance bond benefitting Clark County that is sufficient to ensure the construction of a permanent signalized intersection at NE 107th Street and NE 117th Avenue (SR 503) and will use best efforts to have the signal operational within 24 months of any approval to place temporary portable classrooms. The requirement to build the permanent signal is in consideration for this Agreement and will be required whether or not a permanent school facility is constructed on the property, provided, however, that the permanent signal must be operational prior to occupancy of any permanent school facility permitted under the process identified in this Agreement. The Parties agree that time is of the essence to install the signal and will use best efforts to permit and construct as soon as possible, recognizing that signal location is a WSDOT facility. The amount of the performance bond must be equal to or greater than 110% of the total cost of the permanent signalized intersection (as agreed to by WSDOT), less the funds collected to date from other developers for the improvement of the intersection and installation of a permanent signal. In the event that the signal is not operational within 36 months of an approval, the Performance Bond will be forfeited and the bonded funds will be tendered to Clark County to facilitate construction of the intersection. Developer agrees that in the event a performance bond is not obtained and/or maintained as required by this Agreement, the County may suspend any conditional use permit issued pursuant to the processes outlined in this Agreement and withhold any necessary occupancy permits until the required bond is obtained.

Frontage Improvements on 107th Street.

Prior to occupancy of any permanent school facility permitted under the processes outlined in this Agreement, and in addition to whatever conditions may be imposed by a permit, Developer agrees to make frontage improvements to 107th that are consistent with the requirements of Clark County Code, including, but not limited to, CCC 40.350.030. Developer agrees that this requirement is a condition precedent to occupancy of any permanent school facility and that the County may withhold any necessary occupancy permits until the frontage improvements are made.

MISCELLANEOUS PROVISIONS

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

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

Effective Date. This Agreement is effective on the date of recording.

Termination. This Agreement will terminate upon the mutual agreement of the Parties in writing, which will be recorded.

County's Reserved Authority. Notwithstanding anything in this Agreement to the contrary, the County will have the authority to impose new or different regulations to the extent required by a serious threat to public health or safety, as required by RCW 36.70B; provided, however, that traffic congestion generally is not a serious threat to public health and safety, but the impact of congestion at any particular location may degrade to a level that constitutes a safety hazard, and that such action will only be taken by legislative act of the Clark County Council after appropriate public process.

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

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

Term. The Term of this Agreement will expire on (five) 5 years following the date of execution, unless earlier extended by the Parties.

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

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

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

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

Severability. If any portion of this Agreement will be invalid or unenforceable to any extent, the validity of the remaining provisions will not be affected thereby. If a material provision of this Agreement is held invalid or unenforceable such that a Party does not receive the benefit of its bargain, then the other Parties will renegotiate in good faith

terms and provisions that will effectuate the spirit and intent of the Parties' Agreement herein.

Inconsistencies. If any provisions of the Clark County Development Code and land use regulations are deemed inconsistent with this Agreement, the court shall first attempt to harmonize the provisions and, if unable to do so, the provisions of this Agreement will prevail, excepting the County's above-referenced reserved authority.

Amendments. This Agreement may only be amended by mutual written agreement of the Parties, and all amendments will be recorded in the Clark County deed records.

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

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

Entire Agreement. This Agreement constitutes the entire Agreement between the Parties as to the subject matter, and merges, supersedes, and terminates the Prior Development Agreements.

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

County: Clark County Council
Clark County Public Service Center
1300 Franklin Street, 6th Floor
Vancouver, WA 98660

With a copy to: Chief Civil Deputy
Prosecuting Attorney – Civil Division
PO Box 5000
Vancouver, WA 98666

Faith Center Fellowship of Vancouver Inc.

Glen Johnson
10702 NE 117th Avenue
Vancouver, WA 98662

Cornerstone Christian Academy

Bill Gibbons
7708 NE 78th Street, Suite 110
Vancouver, WA 98662

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

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

Time is of the Essence. Time is of the essence in the performance of and adherence to each and every provision of this Agreement.

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

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

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

Future Assurances. Each of the Parties will promptly execute and deliver such additional documents and will do such acts that are reasonably necessary, in connection

Clark County

Kathleen Otto
By: _____
Its: _____

5/9/18
Date _____

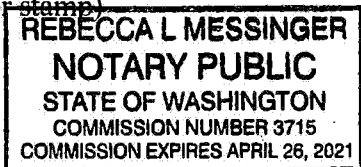
State of Washington)
) ss.
County of _____)

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

Dated: May 8, 2018.

Rebecca L. Messinger
Signature

(Seal or stamp)



NOTARY PUBLIC
Title
My appointment expires 4/26/2021

Approved as to form:

County Counsel

LEGAL DESCRIPTION
Existing Parcel I (AFN 5068451)

Real Property situated in the Northwest quarter of the Southwest quarter of Section 34, Township 3 North, Range 2 East of the Willamette Meridian, being a portion of that property conveyed in Auditor's File Number 5068451, more particularly described as follows:

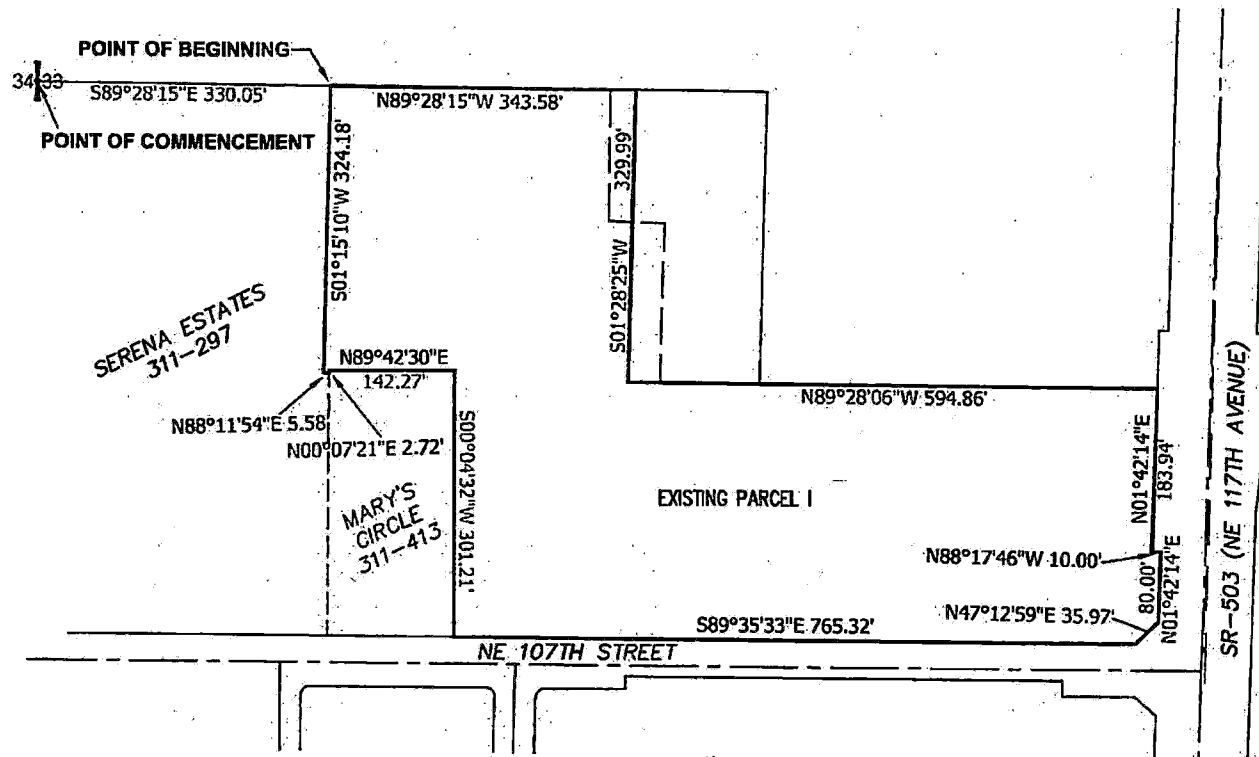
Commencing at the Northwest corner of said Southwest quarter; thence along the North line of the Plat of Serena Estates, as recorded in Book 311 of Plats at Page 297, South 89°28'15" East 330.05 feet to the Northeast corner of said plat, being the **Point of Beginning**; thence along the East line of said plat South 01°15'10" West 324.18 feet to an angle point therein; thence along the northerly line of said plat North 88°11'54" East 5.58 feet to a point on the West line of the plat of Mary's Circle, as recorded in Book 311 of Plats at Page 413; thence along said plat of Mary's Circle the following three courses: North 00°07'21" East 2.72 feet to the Northwest corner thereof; thence North 89°42'30" East 142.27 feet to the Northeast corner thereof; thence South 00°04'32" West 301.21 feet to a point on the North right-of-way line of NE 107th Street as recorded in Auditor's File Number 8603200108; thence along said North right-of-way line South 89°35'33" East 765.32 feet to a point on the West right-of-way line of SR-503 (NE 117th Avenue) as recorded in Auditor's File Number 8603200108; thence along said West right-of-way line North 47°12'59" East 35.97 feet; thence continuing along said West right-of-way line North 01°42'14" East 80.00 feet to a point on the West right-of-way line of SR-503 (NE 117th Avenue) as recorded in Auditor's File Number 8805170069; thence along said West right-of-way line North 88°17'46" West 10.00 feet; thence continuing along said West right-of-way line North 01°42'14" East 183.94 feet to a point on the North line of Parcel I, conveyed and described in Auditor's File Number 5068451; thence along said North line and along the South line of the first parcel excepted from Parcel II of Auditor's File Number 5128139 North 89°28'06" West 594.86 feet to the Southwest corner of said first parcel excepted from Parcel II and North line of said Parcel I; thence along the West line of said first parcel excepted from Parcel II North 01°28'25" East 329.99 feet to the Northwest corner thereof; thence along the North line of said Parcel I North 89°28'15" West 343.58 feet to the **Point of Beginning**.



Exhibit A

Exhibit A

SKETCH TO ACCOMPANY LEGAL DESCRIPTION FAITH CENTER - EXISTING PARCEL I



1 INCH = 200 FEET

Date: 04/04/18
Proj No: 2018-075-02

S&F Land Services

7754 SW CAPITOL HIGHWAY, SUITE B
PORTLAND, OR 97219
503-345-0328
www.sflands.com
info@sflands.com

LEGAL DESCRIPTION

**Faith Center - Assessor's Parcel Numbers
200162, 200174, 200145 & 200080**

Real Property situated in the Northwest quarter of the Southwest quarter of Section 34, Township 3 North, Range 2 East of the Willamette Meridian, more particularly described as follows:

Assessor's Parcel No. 200162

That parcel excepted from Parcel II of Auditor's File Number 5128139, being a portion of that parcel conveyed and described in Auditor's File Number 5068451, further described as follows:

That portion of the North half of the Northwest quarter of the Southwest quarter of Section 34, Township 3 North, Range 2 East of the Willamette Meridian, described as follows:

BEGINNING at a point 509 feet West of the Northeast corner of said subdivision; thence West 148 feet; thence South 330 feet; thence East 148 feet; thence North 330 feet to the Point of Beginning.

Assessor's Parcel No. 200174

Parcel III as described in Auditor's File Number 5128139, further described as follows:

That portion of the North half of the Northwest quarter of the Southwest quarter of Section 34, Township 3 North, Range 2 East of the Willamette Meridian, described as follows:

BEGINNING at a point 360 feet West of the Northeast corner of said subdivision; thence West 149 feet; thence South 330 feet; thence East 149 feet; thence North 330 feet to the Point of Beginning.

Assessor's Parcel No. 200145

Parcel V as described in Auditor's File Number 5128139, further described as follows:

That portion of the Northwest quarter of the Southwest quarter of Section 34, Township 3 North, Range 2 East of the Willamette Meridian, described as follows:

BEGINNING at a point on the East line of said subdivision 20 rods South of the Northeast corner thereof, said point being the Southeast corner of the tract conveyed to Marvin Mackey, et ux, by deed recorded under Auditor's File No. G381879; thence West along the South line of said

S&F Land Services

7754 SW Capitol Hwy, Ste B Portland, OR 97219
(503) 345-0328 www.sflands.com

2018-075-02

01/25/18

ccs

Mackey tract 200 feet; thence North parallel with the East line of said tract 100 feet; thence East on the East line of the Northwest quarter of the Southwest quarter of said Section 34; thence South along said East line 100 feet to the Point of Beginning.

ALSO:

Parcel VI as described in Auditor's File Number 5128139, further described as follows:

A tract of land situated in the Southwest quarter of Section 34, Township 3 North, Range 2 East of the Willamette Meridian, described as follows:

BEGINNING at the Southeast corner of that tract of land conveyed to Marvin Mackey and Nellie Mackey, husband and wife as described in deed recorded under Auditor's File No. G381879; thence North 100.0 feet to the True Point of Beginning; thence West parallel with the South line of said Mackey tract, a distance of 200.0 feet; thence North parallel with the centerline of NE 117th Avenue, 20 feet; thence East parallel with the South line of said Mackey tract to the center of NE 117th Avenue; thence South 20 feet to the True Point of Beginning.

EXCEPT that portion lying within the right-of-way of NE 117th Street, now known as SR-503.

ALSO EXCEPT that portion conveyed to the State of Washington as recorded under Auditor's File Number 8807060061 and 8801180033.

Assessor's Parcel No. 200080

Parcel II as described in Auditor's File Number 5128139, further described as follows:

BEGINNING at the Northeast corner of the North half of the Northwest quarter of the Southwest quarter of Section 34, Township 3 North, Range 2 East of the Willamette Meridian; and thence West 40 rods; thence South 20 rods; thence East 40 rods; and thence North 20 rods to the Point of Beginning.

EXCEPT for the following described tract;

That portion of the North half of the Northwest quarter of the Southwest quarter of Section 34, Township 3 North, Range 2 East of the Willamette Meridian, described as follows:

BEGINNING at a point 509 feet West of the Northeast corner of said subdivision; thence West 148 feet; thence South 330 feet; thence East 148 feet; thence North 330 feet to the Point of Beginning.

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2018-075-02

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CCS

ALSO EXCEPT that portion of the North half of the Northwest quarter of the Southwest quarter of Section 34, Township 3 North, Range 2 East of the Willamette Meridian, described as follows:

BEGINNING at a point 360 feet West of the Northeast corner of said subdivision; thence West 149 feet; thence South 330 feet; thence East 149 feet; thence North 330 feet to the Point of Beginning.

ALSO EXCEPT that portion of the Northwest quarter of the Southwest quarter of Section 34, Township 3 North, Range 2 East of the Willamette Meridian, described as follows:

BEGINNING at a point on the East line of said subdivision 20 rods South of the Northeast corner thereof, said point being the Southeast corner of the tract conveyed to Marvin Mackey, et ux, by deed recorded under Auditor's File No. G381879; thence West along the South line of said Mackey tract 200 feet; thence North parallel with the East line of said tract 100 feet; thence East on the East line of the Northwest quarter of the Southwest quarter of said Section 34; thence South along said East line 100 feet to the Point of Beginning.

ALSO EXCEPT a tract of land situated in the Southwest quarter of Section 34, Township 3 North, Range 2 East of the Willamette Meridian, Clark County, Washington, described as follows:

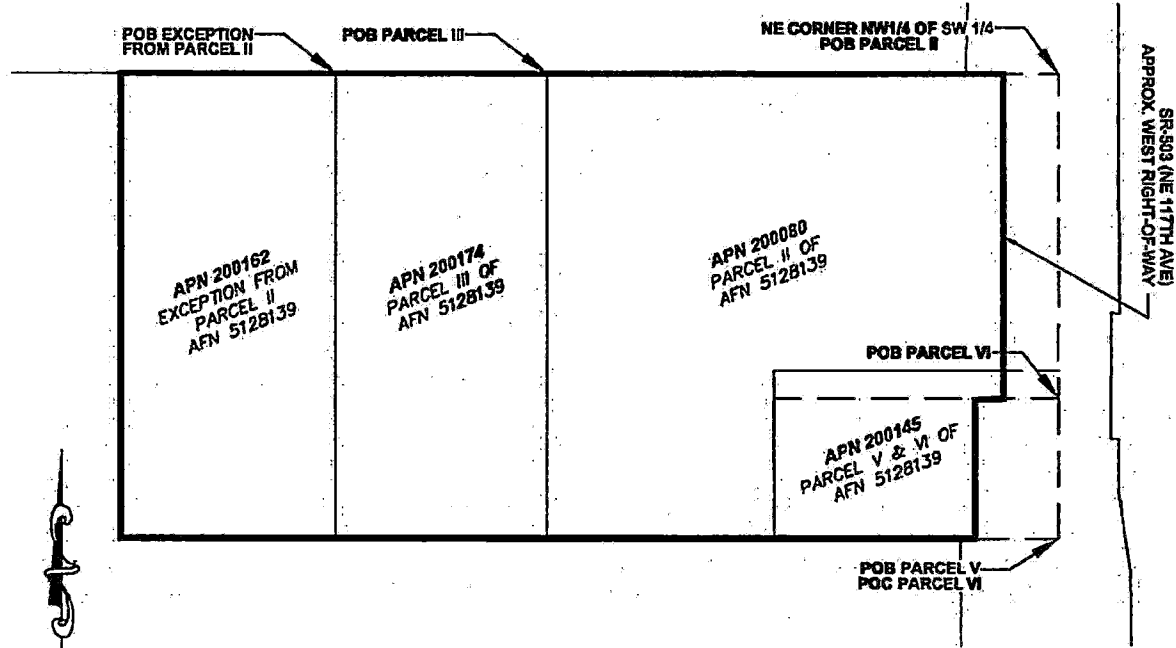
BEGINNING at the Southeast corner of that tract of land conveyed to Marvin Mackey and Nellie Mackey, husband and wife as described in deed recorded under Auditor's File No. G381879; thence North 100 feet to the True Point of Beginning; thence West parallel with the South line of said Mackey tract, a distance of 200 feet; thence North parallel with the centerline of NE 117th Avenue, 20 feet; thence East parallel with the South line of said Mackey tract to the center of NE 117th Avenue; thence South 20 feet to the True Point of Beginning.

ALSO EXCEPT that portion lying within the right-of-way of NE 117th Street, now known as SR-503.

ALSO EXCEPT that portion conveyed to the State of Washington as recorded under Auditor's File Number 8801180033 and 8807060061.



**SKETCH TO ACCOMPANY LEGAL DESCRIPTION
FAITH CENTER - ASSESSOR'S PARCEL NUMBERS
200162, 200174, 200145, 200080**



1 INCH = 100 FEET

Date: 01/24/18
Proj No: 2018-075-02

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