

BOARD OF COUNTY COUNCILORS
COUNTY OF CLARK, STATE OF WASHINGTON

Resolution
No. 2018-12-08

A Resolution of the Clark County Council authorizing entry into a Developer Agreement between Clark County and SJO LO 90 B LLC, a Washington limited liability company; AH Devco, Inc., a Washington corporation

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, SJO LO 90 B LLC and AH Devco, Inc. (“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, at the direction of Council, County Staff has worked with the Owners 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

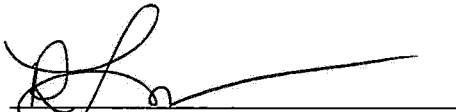
WHEREAS, the Council concluded that approval of the proposed Developer Agreement will further the public welfare; now therefore,

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

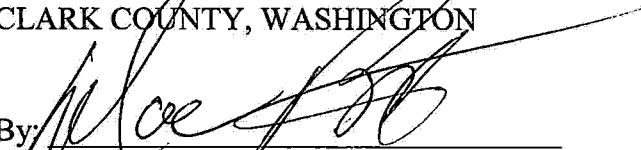
1. The Clark County Council approves the proposed Developer Agreement between Clark County, Washington and SJO LO 90 B LLC and AH Devco, Inc., attached hereto as Exhibit A.

ADOPTED on this 11th day of December, 2018.

Attest:


Clerk to the Board

BOARD OF COUNTY COUNCIL
CLARK COUNTY, WASHINGTON

By: 
Marc 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:

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): SJO LO 90 B LLC, a Washington limited liability company; AH Devco, Inc., a Washington corporation

GRANTEE: Clark County, a Washington municipal corporation

ABBREVIATED LEGAL DESC: _____

FULL LEGAL DESC: See **EXHIBIT A** to This Document

ASSESSOR'S PROPERTY TAX
PARCEL ACCOUNT NUMBER(S): 200372000; 200306000; 200373000; 200312000;
986038270; 986038271

REFERENCE NUMBER OF
RELATED DOCUMENTS: None

DEVELOPMENT AGREEMENT

Effective Date: 12-11, 2018

PARTIES:

SJO LO 90 B LLC, a Washington limited liability company owns APNs 986038270 and 986038271 and AH Devco, Inc., a Washington corporation (both collectively ("Owner"))(owns APNs 200372000; 200306000; 200373000; and 200312000, ("Property"), located to the north of NE 99th Street, near the intersection of NE 137th Avenue and NE 99th Street in Clark County, Washington. The legal description for the Property is attached as **EXHIBIT A**.

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

Grantor and County are collectively referred to as the Parties.

RECITALS:

Whereas, pursuant to RCW 36.70B.170, a development agreement may set forth the development standards and other provisions that will apply to, govern and vest the development, use and mitigation of the development of real property for the duration specified in the agreement, which statute 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 will 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 will be consistent with applicable development regulations adopted by a local government planning under chapter 36.70A RCW;

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

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 as 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. 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;

WHEREAS, the County has agreed to consider whether a road connector segment between NE 137th and NE 132nd warrants inclusion on the Clark County Capital Facilities Plan; and

WHEREAS, Owner agrees to dedicate additional right of way to facilitate future development of the 137th Avenue and 132nd Avenue corridor if a road connector segment between NE 137th and NE 132nd is added to the Clark County Capital Facilities Plan; and

WHEREAS, Owner and County agree that in the event that a road connector segment between NE 137th and NE 132nd is added to the Clark County Capital Facilities Plan, Owner's eligibility for Traffic Impact Fee Credits will be limited to \$500,000 pursuant to the terms of this agreement.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

Section 1. Development Agreement. This Development Agreement is a development agreement to be implemented under the authority of and in accordance with RCW 36.70B.170 – 210. It will become a contract between the Parties upon its approval by ordinance or resolution following a public hearing as provided in RCW 36.70B.170 and execution by the Parties.

Section 2. Term of Agreement. This Development Agreement will commence on the effective date and will remain in effect for ten (10) years, unless extended, amended or terminated by mutual written consent of the Parties.

Section 3. County Agreement to Consider Adding NE 137th to the Capital Facilities Plan. The County agrees to consider, as a part of the 2019 docket review process, whether the

portion of NE 137th Avenue to be constructed by the Developer as part of the project warrants inclusion on the Clark County Capital Facilities Plan (CFP).

Section 4. Traffic Impact Fee (TIF) Cap Applicable to NE 137th. In the event that the portion of NE 137th to be constructed by the Developer as a part of this project is included on the CFP, and as consideration for the County's agreement to consider such inclusion, the Developer agrees that it's eligibility for Traffic Impact Fee (TIF) credits will be limited to five hundred thousand (\$500,000) dollars and will be subject to Clark County's standard TIF credit application and review process. Developer understands and agrees that the capped TIF credits will be applied on a first in time basis and that once the capped TIF credit for the development has been exhausted, it will be responsible for payment of any TIF that are due and owing.

Section 5. 137th Avenue Right of Way Dedication. In the event that the portion of NE 137th to be constructed by The Developer as a part of this project is included on the CFP, and as consideration for the County's agreement to consider such inclusion, the Developer agrees to dedicate to the County the additional right of way for the future 137th Avenue/ 132nd Avenue arterial, the approximate route of the dedication is depicted in Exhibit D. Developer and Clark County Public Works will work to refine the route of the right of way dedication following the execution of this agreement. The Clark County Public Works Director is authorized to negotiate and agree to the exact route of the subject right of way dedication on behalf of the County. The County and Developer must mutually agree upon exact route of the dedication as a precondition for Developer applying for any TIF Credits in connection with NE 137th. As a term of this agreement and notwithstanding whether NE 137th is added to the CFP, Developer agrees that it will be ineligible to receive any TIF Credits for the construction of NE 137th unless and until the County and Developer mutually agree upon the exact route of the right of way dedication.

Section 6. TIF Security and Escrow Provisions: The County agrees that this Agreement will satisfy the security requirements under the Traffic Impact Fee Installment Agreement portion of code CCC 40.630.040(B); provided that the Developer has deposited an amount equal to the TIF into an escrow account prior to issuance of a building permit. The Developer is permitted to apply for building permits against the \$500,000 in TIF Credits that are contingently contemplated by this agreement only upon producing itemized accounting and documentation that the amount deposited into escrow is equal to or greater than the TIF that is owing for the building permits that have been applied for and previously issued. Notwithstanding the terms of this agreement, the Owner will comply with Clark County's standard building permit application process and meet all approval criteria provided by Clark County Code prior to issuance of any building permit.

The above referenced escrow account and accompanying terms must be approved by Clark County Community Development Department prior to being used to securitize the TIF pursuant to this agreement. The escrow terms shall include provisions specifying that: (1) In the event that NE 137th is not added to the CFP by February 1, 2020, the amount paid into escrow by the Developer will be immediately payable to Clark County; and (2) In the event that NE 137th is added to the CFP by February 1, 2020, the amount paid into escrow by the Developer will be

refunded to the Developer subject to the standard TIF Credit approval process and limitations contained in Section 4.

Section 6. Concomitant Re-Zone Agreement . Owner intends to seek a release of the concomitant rezone agreement on the property through an appropriate County process to amend the comprehensive plan. County agrees that the Owner may, at its own risk, apply for land use approvals that are contingent upon the release of the concomitant re-zone agreement. The Owner understands that the County is not obligated to approve a release of the concomitant re-zone agreement and that Owner bears the risk associated with this outcome.

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 upon recording, which shall occur within thirty (30) days of County Council approval by Resolution, or the terms herein shall be null and void.

Termination. This Agreement will terminate upon the mutual agreement of the Parties in writing, which will be recorded, or upon expiration of the Term, whichever first occurs.

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

Authorization. The persons executing this Agreement on behalf of County and Developer are authorized to do so and, upon execution by such parties, this Development Agreement will be a valid and binding obligation of such parties in accordance with its terms. 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.

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

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

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.

Attorneys' Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U. S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights or obligations hereunder, the prevailing party will be entitled to recover its attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary, as determined by the court at trial or on any appeal or review, in addition to all other amounts provided by law.

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 Camas Municipal Code and land use regulations are deemed inconsistent with this Agreement, the provisions of this Agreement will prevail, excepting the County's reserved authority described above.

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.

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	Board of County Councilors
	Attn. Taylor Hallvik
	Chief Civil Deputy Prosecuting Attorney
	1300 Franklin Street 3 rd Floor
	Vancouver, WA 98666

Grantor SJO LO 90 B LLC
 915 W 11th Street
 Vancouver, WA 98660

Grantor AH Devco, Inc, Inc.
 915 W. 11th Street
 Vancouver, WA 99660

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.

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 venturers, 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 with the performance of their respective obligations under this Agreement according to the Schedule so as to carry out the intent of this Agreement.

Signatures appear on the following pages.

SJO LO 90 B LLC

Steven J. Olive
By: Steven J. Olive
Its: Member

12/15/18
Date

AH Devco, INC.

Jenna Olive
By: Jenna Olive
Its: President

12/15/18
Date

CLARK COUNTY COUNCIL
FOR CLARK COUNTY, WASHINGTON

Attest:

[Signature]
Clerk to the Council

[Signature]
By: Marc Boldt, Chair

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

By: _____
Jeanne E. Stewart, District 1

By: *[Signature]*
Taylor Hallvik
Deputy Prosecuting Attorney

By: _____
Julie Olson, District 2

By: _____
John Blom, District 3

By: _____
Eileen Quiring, District 4





AKS ENGINEERING & FORESTRY VANCOUVER
9600 NE 126th Avenue, Suite 2520, Vancouver, WA 98682
P: (360) 882-0419 F: (360) 882-0426

OFFICES IN: TUALATIN, OR - VANCOUVER, WA - SALEM-KEIZER, OR

**LEGAL DESCRIPTION
FOR
SJO LO 90 B, LLC**

PARCEL 3

Being a portion of the Southwest quarter of Section 35, Township 3 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows:

COMMENCING at a Brass Cap in concrete marking the Southwest corner of Section 35 as shown in Book 56 of Surveys, Page 75, Clark County Auditor's Files;

Thence North $01^{\circ} 54' 47''$ East, along the West line of the southwest quarter of Section 35 (Survey 56-75) for a distance of 40.00 feet to the North right-of-way line of Northeast 99th Street as described under Clark County Auditors File No. 4569094 and shown in Book 62 of Surveys, Page 17;

Thence South $89^{\circ} 32' 32''$ East, along the North right-of-way of Northeast 99th Street (Survey 62-17) for a distance of 1020.03 feet;

Thence North $00^{\circ} 27' 28''$ East, leaving said North right-of-way line for a distance of 341.00 feet and the **TRUE POINT OF BEGINNING**;

Thence South $89^{\circ} 32' 32''$ East, parallel with the North right-of-way of Northeast 99th Street for a distance of 258.00 feet;

Thence North $00^{\circ} 27' 28''$ East, for a distance of 338.00 feet;

Thence North $89^{\circ} 32' 32''$ West, for a distance of 773.00 feet;

Thence South $00^{\circ} 27' 28''$ West, for a distance of 338.00 feet;

Thence South $89^{\circ} 32' 32''$ East, for a distance of 515.00 feet to the **TRUE POINT OF BEGINNING**.

Contains approximately 6.0 acres.

Together with and subject to easements and restrictions of record.

ADJUSTED PARCEL 74 (2)

Being a portion of the Southwest quarter of Section 35, Township 3 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows:

COMMENCING at a Brass Cap in concrete marking the Southwest corner of Section 35 as shown in Book 56 of Surveys, Page 75, Clark County Auditor's Files;

Thence North 01° 53' 45" East, along the West line of the Southwest quarter of Section 35 as shown in Jenkins Meadow, recorded in Book 311 of Plats, Page 693 and Norwegian Hollow recorded in Book 311 of Plats, Page 716, and Abbey Glen, recorded in Book 311 of Plats, Page 827, Clark County Auditor's Records, for a distance of 40.01 feet to the North right-of-way line of Northeast 99th Street as described under Clark County Auditor's Records and the **POINT OF BEGINNING**;

Thence continuing North 01° 53' 45" East, along said West line, for a distance of 1434.53 feet;

Thence leaving said West line, South 89° 24' 10" East, for a distance of 79.03 feet;

Thence along the arc of a 45.00-foot radius curve to the Left, through a central angle of 18° 14' 50" (the long chord bears North 81° 28' 25" East, 14.27 feet) for an arc distance of 14.33 feet;

Thence along the arc of a 50.00-foot radius curve to the Right, through a central angle of 127° 47' 35" (the long chord bears South 43° 45' 13" East, 89.80 feet) for an arc distance of 111.52 feet;

Thence along the arc of a 45.00-foot radius curve to the Left, through a central angle of 18° 14' 50" (the long chord bears South 11° 01' 10" West, 14.27 feet) for an arc distance of 14.33 feet;

Thence South 01° 53' 45" West, for a distance of 56.78 feet;

Thence South 88° 05' 13" East, for a distance of 299.76 feet;

Thence North 01° 54' 41" East, for a distance of 537.92 feet;

Thence South 69° 32' 10" East, for a distance of 163.14 feet;

Thence South 35° 25' 08" East, for a distance of 27.92 feet;

Thence South 89° 36' 00" East, for a distance of 333.00 feet;

Thence North 00° 24' 00" East, for a distance of 164.00 feet;

Thence South 89° 36' 00" East, for a distance of 200.27 feet to the East line of the SJO LO 90B, LLC tract as described in Exhibit C under Clark County Auditors File No. 5273644;

Thence South 01° 54' 53" West, along the East line of said Exhibit C, for a distance of 444.22 feet to the SE Corner of said Exhibit C;

Thence South 89° 36' 00" East, along the most Northerly South line of Falcon's Nest (311-614), for a distance of 581.43 feet to an internal corner thereof;

Thence South 01° 43' 00" West, along the most Easterly West line of Falcon's Nest (311-614), for a distance of 893.00 feet, to the most Easterly Southwest corner of Falcon's Nest (311-614), being on the North line of the Clark County Tract as described under Clark County Auditor's File No. 9404200183;

Thence North 89° 32' 10" West, along the North line of said Clark County Tract, for a distance of 7.00 feet to the Northwest corner thereof;

Thence South 01° 54' 53" West, along the West line of said Clark County Tract and the West line of Cherry Lane Estates, recorded in Book H of Plats, Page 975, Clark County Auditor's Records, for a distance of 274.29 feet;

Thence South 89° 32' 05" East, along the most northerly South line of Cherry Lane Estates (H-975), for a distance of 5.47 feet to the Northwest corner of Phoenicia, recorded in Book 311 of Plats, Page 547, Clark County Auditor's Records;

Thence South 01° 50' 01" West, along the West line of Phoenicia (311-547), for a distance of 306.79 feet, to the North right-of-way line of Northeast 99th Street per Clark County Auditor's File No. 4569094;

Thence North 89° 32' 32" West, along said North right-of-way line of Northeast 99th Street, for a distance of 349.37 feet;

Thence North 44° 32' 32" West, along said North right-of-way line of Northeast 99th Street, for a distance of 35.36 feet;

Thence North 89° 32' 32" West, along said North right-of-way line of Northeast 99th Street, for a distance of 80.00 feet;

Thence South 45° 27' 31" West, along said North right-of-way line of Northeast 99th Street, for a distance of 8.49 feet;

Thence North 00° 27' 28" East, along the East line of Parcel 1 and Parcel 3 as recorded in Clark County Auditor's File No. 5248447, for a distance of 660.01 feet to the Northeast corner of said Parcel 3;

Thence North 89° 32' 32" West, along the North line of said Parcel 3, for a distance of 773.00 feet to the Northwest corner thereof;

Thence South 00° 27' 28" West, along the West line of said Parcel 3, for a distance of 338.00 feet to the Southwest corner of Parcel 3, being on the North line of Parcel 2, Clark County Auditor's File No. 5248447;

Thence North 89° 32' 32" West, along the North line of Said Parcel 2, for a distance of 124.00 feet to the Northwest corner thereof;

Thence South 00° 27' 28" West, along the West line of said Parcel 2, for a distance of 341.01 feet, to the Southwest corner of Parcel 2, being on the North right-of-way line of Northeast 99th Street per Clark County Auditor's File No. 4569094;

Thence North 89° 32' 32" West, along said North right-of-way line of Northeast 99th Street, for a distance of 381.03 feet to the **POINT OF BEGINNING**.

Contains approximately 49.76 acres.

Together with and subject to easements and restrictions of record.

ADJUSTED PARCEL 74-B (2)

Being a portion of the Southwest quarter of Section 35, Township 3 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows:

COMMENCING at a Brass Cap in concrete marking the Southwest corner of Section 35 as shown in Book 56 of Surveys, Page 75, Clark County Auditor's Files;

Thence North $01^{\circ} 53' 45''$ East, along the West line of the Southwest quarter of Section 35 as shown in Jenkins Meadow, recorded in Book 311 of Plats, Page 693 and Norwegian Hollow recorded in Book 311 of Plats, Page 716, and Abbey Glen, recorded in Book 311 of Plats, Page 827, Clark County Auditor's Records, for a distance of 40.01 feet to the North right-of-way line of Northeast 99th Street as described under Clark County Auditor's Records and the **POINT OF BEGINNING**;

Thence continuing North $01^{\circ} 53' 45''$ East, along said West line, for a distance of 1434.53 feet;

Thence leaving said West line South $89^{\circ} 24' 10''$ East, for a distance of 79.03 feet;

Thence along the arc of a 45.00-foot radius curve to the Left, through a central angle of $18^{\circ} 14' 50''$ (the long chord bears North $81^{\circ} 28' 25''$ East, 14.27 feet) for an arc distance of 14.33 feet;

Thence along the arc of a 50.00-foot radius curve to the Right, through a central angle of $127^{\circ} 47' 35''$ (the long chord bears South $43^{\circ} 45' 13''$ East, 89.80 feet) for an arc distance of 111.52 feet;

Thence along the arc of a 45.00-foot radius curve to the Left, through a central angle of $18^{\circ} 14' 50''$ (the long chord bears South $11^{\circ} 01' 10''$ West, 14.27 feet) for an arc distance of 14.33 feet;

Thence South $01^{\circ} 53' 45''$ West, for a distance of 56.78 feet;

Thence South $88^{\circ} 05' 13''$ East, for a distance of 299.76 feet;

Thence North $01^{\circ} 54' 41''$ East, for a distance of 537.92 feet to the **POINT OF BEGINNING**;

Thence South $69^{\circ} 32' 10''$ East, along the Southerly line of Parcel 74-B for a distance of 163.14 feet;

Thence continuing along said Southerly line, South 35° 25' 08" East, for a distance of 27.92 feet;

Thence South 89° 36' 00" East, for a distance of 333.00 feet;

Thence North 00° 24' 00" East, for a distance of 164.00 feet;

Thence South 89° 36' 00" East, for a distance of 200.27 feet to the East line of the SJO LO 90B, LLC tract as described in Exhibit C under Clark County Auditors File No. 5273644;

Thence North 01° 54' 53" East, along the West line of Falcon's Nest (311-614) and the East line of said Parcel 74-B for a distance of 194.93 feet to the Northeast corner of said Exhibit C;

Thence South 89° 22' 49" East, along the North line of Exhibit C for a distance of 1154.98 feet to the Northwest corner thereof, being on the West line of the Southwest quarter of Section 35 as shown in Book 56 of Surveys, Page 75, Clark County Auditor's Records;

Thence South 01° 54' 47" West, along the West line of the Southwest quarter of Section 35, for a distance of 229.24 feet;

Thence South 88° 05' 13" East, leaving said East line for a distance of 324.59 feet;

Thence South 69° 32' 10" East, for a distance of 136.86 feet to the **POINT OF BEGINNING**.

Contains 7.37 acres.

Together with and subject to easements and restrictions of record.

PARCEL 74-C

Being a portion of the Southwest quarter of Section 35, Township 3 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows:

COMMENCING at a Brass Cap in concrete marking the Southwest corner of Section 35 as shown in Book 56 of Surveys, Page 75, Clark County Auditor's Files;

Thence North 01° 54' 47" East, along the West line of the Southwest quarter of Section 35 (Survey 56-75), for a distance of 40.01 feet to the North right-of-way line of Northeast 99th Street as described under Clark County Auditor's File No. 4569094 and shown in Book 62 of Surveys, Page 17, Clark County Auditor's Records;

Thence continuing North 01° 54' 47" East, along said West line, for a distance of 2116.00 feet to the **POINT OF BEGINNING**;

Thence South 89° 22' 49" East, parallel with the North line of said Southwest quarter of Section 35, for a distance of 1154.98 feet to the East line of Parcel III of the "Kelly" tract as described under Clark County Auditor's File No. 9412160411;

Thence North 01° 54' 53" East, along said East line, for a distance of 500.00 feet to the North line of the Southwest quarter of said Section 35;

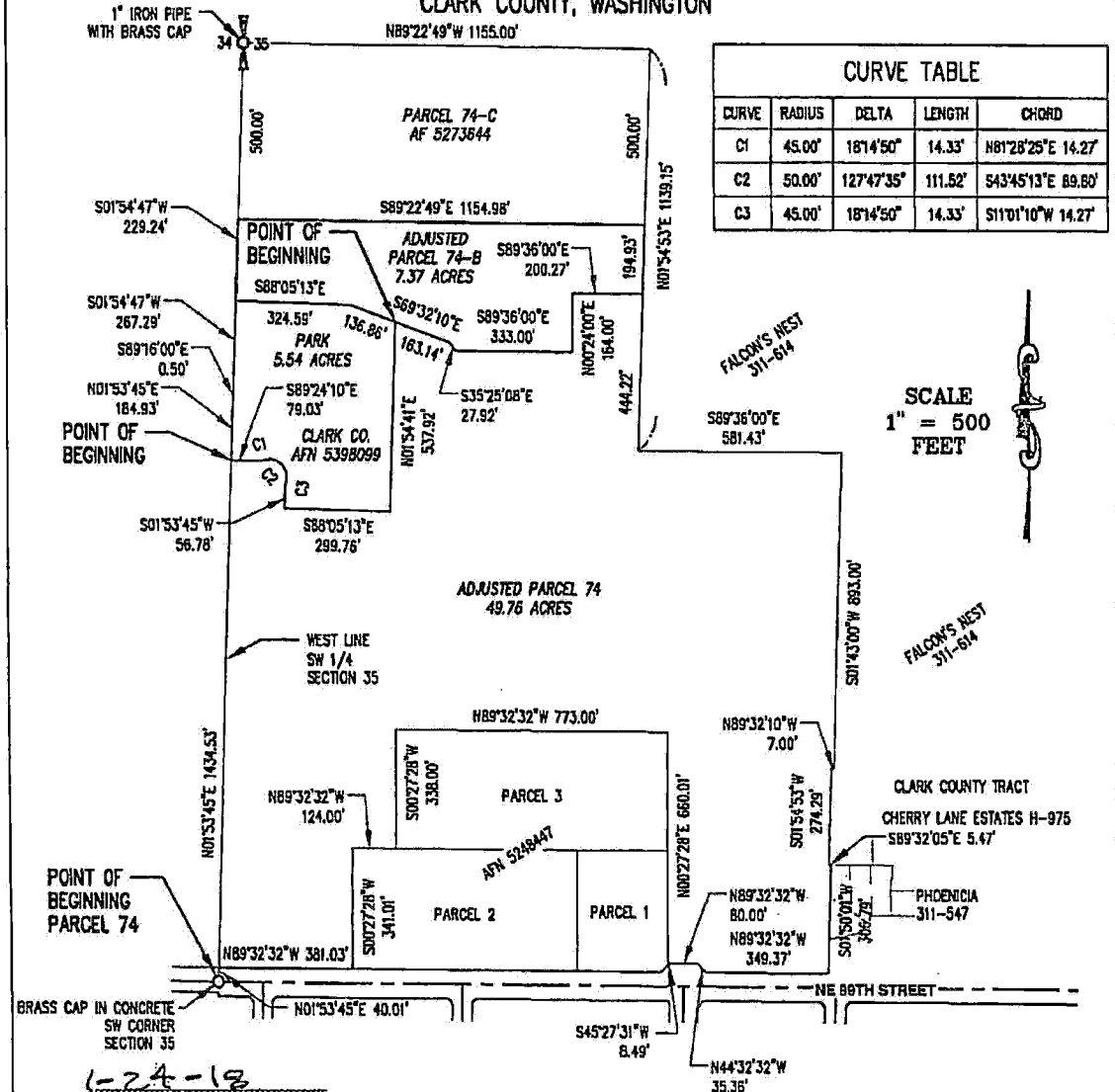
Thence North 89° 22' 49" West, along said North line, for a distance of 1155.00 feet to the Northwest corner of said Southwest quarter, being marked by a 1" iron pipe with Brass Cap as shown Survey 56-75;

Thence South 01° 54' 47" West, along the West line of said Southwest quarter, for a distance of 500.00 feet to the **POINT OF BEGINNING**;

Contains approximately 13.25 acre.

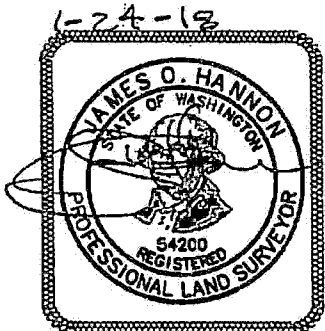
TOGETHER with and **SUBJECT** to easements and restrictions of record.

**SKETCH SHOWING
BOUNDARY LINE ADJUSTMENT BETWEEN TAX LOT 74 AND TAX LOT 74-B
FOR SJO LO 90 B, LLC
IN A PORTION OF THE SW 1/4 OF SECTION 35, T3N, R2E, W.M.
CLARK COUNTY, WASHINGTON**



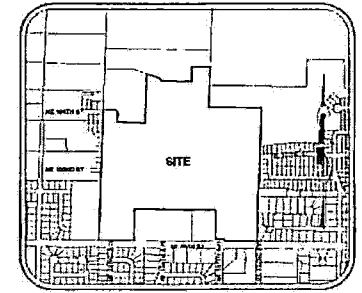
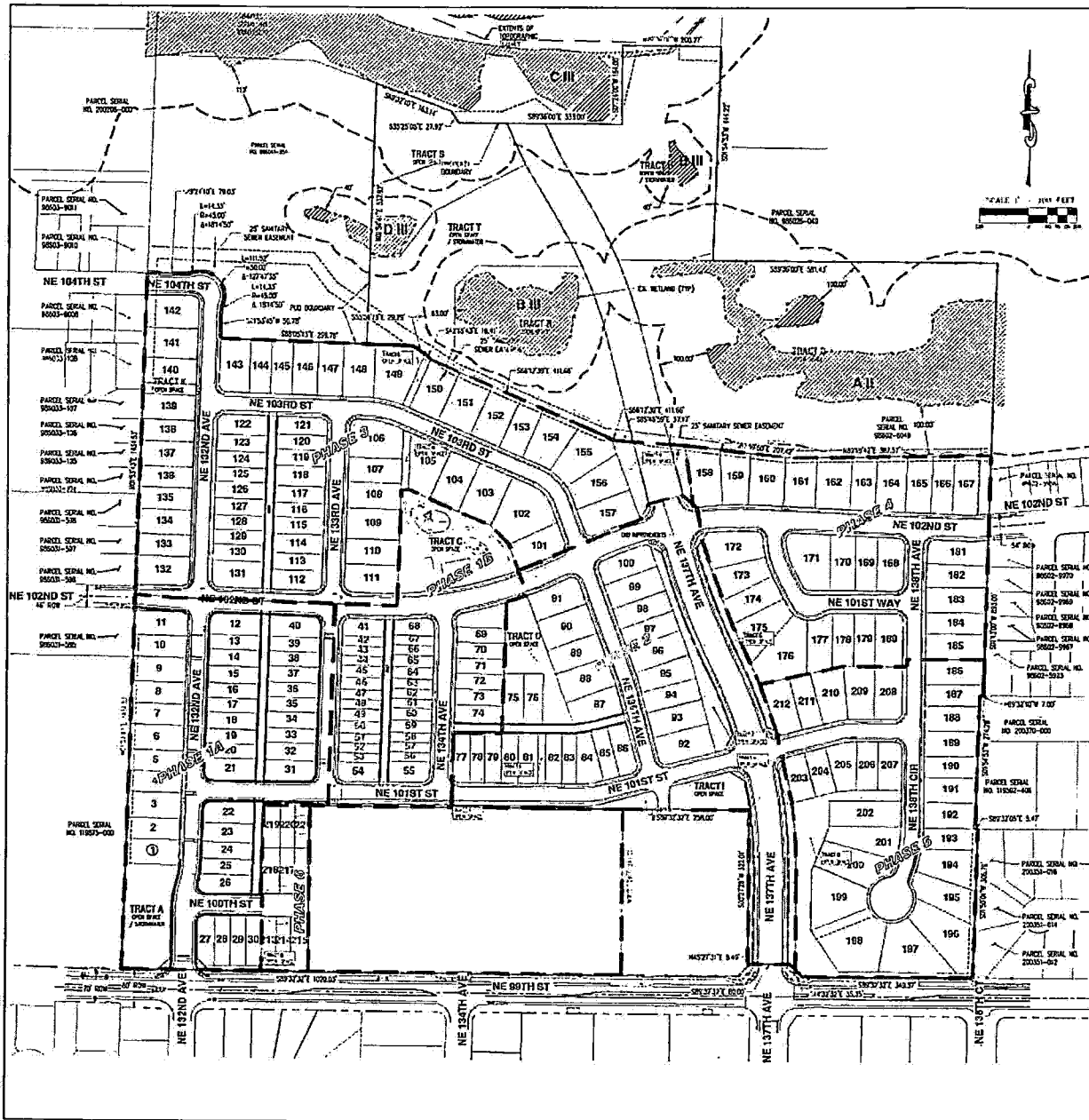
CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	45.00'	181°4'50"	14.33'	N81°28'25"E 14.27'
C2	50.00'	127°47'35"	111.82'	S43°45'13"E 89.80'
C3	45.00'	181°4'50"	14.33'	S110°1'10"W 14.27'

**SCALE
1" = 500
FEET**



DATE: 01-24-2018

BLA BETWEEN TAX LOT 74 & TAX LOT 74-B		
DRAWN BY: BJA	CHECKED BY: CAB	DWG: 4437EXH BLA5
AKS ENGINEERING & FORESTRY, LLC		JOB: 4437
9600 NE 126TH AVE, SUITE 2520		AKS
VANCOUVER, WA 98682 www.aks-eng.com		
PHONE: 360.882.0419 FAX: 360.882.0426		



VICINITY MAP

APPLICANT
 PARSON HOMES
 CONTACT: DANA BOWEN
 310 SW BELDEN AVENUE, SUITE 100
 DALLAS, TX 75212
 PH: 347-382-8782
 E-MAIL: DBOBSON@PARSONHOMES.COM

OWNER
 SUT TO SO II LLC
 613 W 11TH ST
 WICHITA, KS 67202
 PH: 303-213-2222
 E-MAIL: EDWARDS@SUTTO.COM

CONTACT
 AET ENGINEERING & FORESTRY, LLC
 CONTACT: JOHN HENKEL, PE
 6000 NE 170th AVE, SUITE 2500
 WASHINGTON, WA 98060
 PH: 360-828-0419
 FAX: 360-828-0428
 E-MAIL: JOHN@AET-ENGINEERING.COM

TOTAL SITE STATISTICS
 ZONING DISTRICT: R20
 ROOT-OF-TREE AREA: 545,357 SF (12.52 AC)
 NET AREA: 1,096,308 SF (25.17 AC)
 TOTAL OPEN SPACE AREA PROPOSED: 788,865 SF (18.07 AC) (24.4%)
 TOTAL PROPOSED LOTS: 320
 PROPOSED LOTS ALLOWED PUD (111 DU + 37 SWS): 150 DU + 150 SWS
 PROPOSED LOTS ALLOWED PUD (119 DU + 52 SWS): 150 DU + 150 SWS

TRACT	PURPOSE	AREA	OWNERSHIP
TRACT A	OPEN SPACE / STORMWATER	11,442 SF	COUNTY
TRACT B	OPEN SPACE	1,099 SF	HOA
TRACT C	OPEN SPACE	3,340 SF	HOA
TRACT D	OPEN SPACE	7,894 SF	HOA
TRACT E	OPEN SPACE	1,847 SF	COUNTY
TRACT F	OPEN SPACE	4,180 SF	COUNTY
TRACT G	OPEN SPACE	2,116 SF	COUNTY
TRACT H	OPEN SPACE	12,350 SF	COUNTY
TRACT I	OPEN SPACE	6,165 SF	COUNTY
TRACT J	OPEN SPACE	3,462 SF	COUNTY
TRACT K	OPEN SPACE	6,603 SF	COUNTY
TRACT L	OPEN SPACE	1,623 SF	COUNTY
TRACT M	OPEN SPACE	3,472 SF	COUNTY
TRACT N	OPEN SPACE	2,476 SF	COUNTY
TRACT O	OPEN SPACE	2,894 SF	DEVELOPER
TRACT P	OPEN SPACE	2,024 SF	HOA
TRACT Q	OPEN SPACE	2,024 SF	HOA
TRACT R	OPEN SPACE	4,371 SF	HOA
TRACT S	OPEN SPACE / STORMWATER	19,814 SF	COUNTY
TRACT T	OPEN SPACE / STORMWATER	19,814 SF	COUNTY
TRACT U	OPEN SPACE / STORMWATER	19,814 SF	COUNTY

- NOTES**
1. REFER TO SHEETS P41 THRU P44 FOR PROPOSED LOTS AND TRACTS.
 2. NO EXISTING BARRIERS OR SUE.
 3. REFER TO SHEETS P41 THRU P44 FOR STREET AND EASEMENT DIMENSIONS.
 4. NO SERVICES SERVING THE SITE ARE IN EXCESS OF 125' COORD.
 5. REFER TO SHEETS P45 THRU P48 FOR THE LOCATION AND WIDTH OF EXISTING LOT CORNERS AND NEIGH TRANGLES.
 6. REFER TO SHEETS P41 THRU P44 FOR EXISTING LOCATIONS & DIMENSIONS OF PROPOSED LOTS AND TRACTS.
 7. ALL PROPOSED UTILITIES, GRADES AND UTILITIES TO BE RAVED WITH ASPHALT.
 8. STORMWATER TO BE WETLANDS OR OCEANED ON-SITE OR OFF-SITE.
 9. REFER TO SHEETS P45-48 FOR EXISTING LOT DIMENSION INFORMATION.
 10. ALL IMPROVEMENTS ON THE 80% STREET ARE EXISTING. THERE ARE NO PROPOSED IMPROVEMENTS.

SINGLE FAMILY DETACHED (FRONT LOADING)	
MINIMUM LOT WIDTH	44 FT. 6"
MINIMUM LOT DEPTH	90 FT.
FRONT YARD SETBACK	10 FT.
REAR YARD SETBACK	10 FT.
SIDE YARD SETBACK	5 FT.
CORNER SETBACK	18 FT.
STREET SIDE SETBACK	10 FT.
ALLEY SIDE SETBACK	8 FT.
LOT COVERAGE	50%
SINGLE FAMILY DETACHED (REAR LOADING)	
MINIMUM LOT WIDTH	30 FT. 6"
MINIMUM LOT DEPTH	90 FT.
FRONT YARD SETBACK	10 FT.
REAR YARD SETBACK	10 FT. 6"
SIDE YARD SETBACK	4 FT. 6"
GARAGE SETBACK	18 FT.
STREET SIDE SETBACK	10 FT.
ALLEY SIDE SETBACK	8 FT.
LOT COVERAGE	53% *
SINGLE FAMILY ATTACHED (FRONT LOADING)	
MINIMUM LOT WIDTH	20 FT. 6"
MINIMUM LOT DEPTH	80 FT.
FRONT YARD SETBACK	10 FT.
REAR YARD SETBACK	18 FT.
SIDE YARD SETBACK	5 FT.
CORNER SETBACK	18 FT.
STREET SIDE SETBACK	10 FT.
ALLEY SIDE SETBACK	8 FT.
LOT COVERAGE	60% 9
SINGLE FAMILY ATTACHED (FRONT LOADING)	
MINIMUM LOT WIDTH	20 FT. 6"
MINIMUM LOT DEPTH	80 FT.
FRONT YARD SETBACK	10 FT.
REAR YARD SETBACK	10 FT.
SIDE YARD SETBACK	4 FT.
GARAGE SETBACK	18 FT.
STREET SIDE SETBACK	10 FT.
ALLEY SIDE SETBACK	8 FT.
LOT COVERAGE	50%

AUSTIN HERITAGE TYPE III PUD

PRELIMINARY PLAT COVER SHEET

CLARK COUNTY WASHINGTON

AKS

JOB NUMBER: 4437
 SHEET: P3.0

Exhibit C PROPOSED ALIGNMENT OF NE 137TH AVE EXTENSION

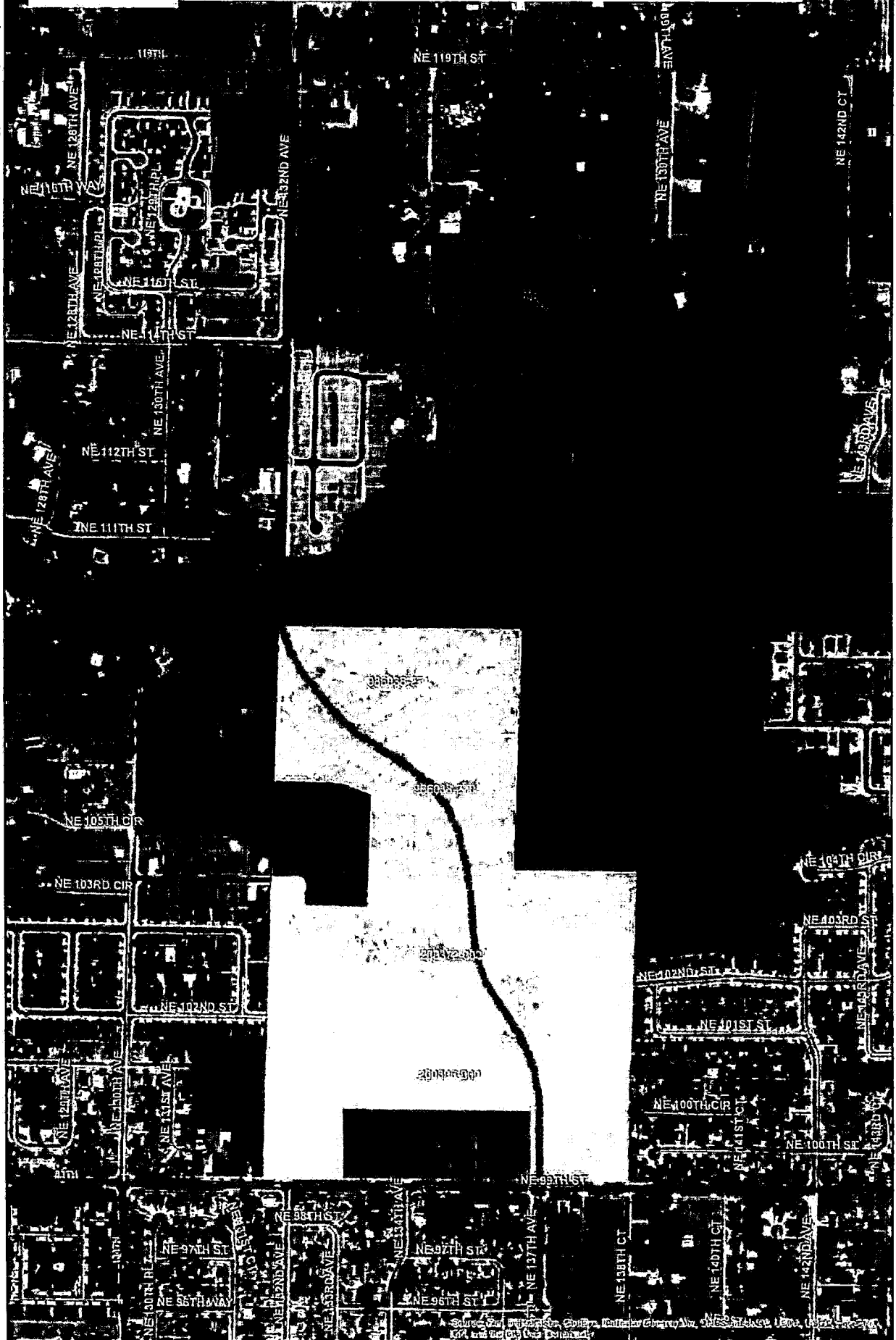
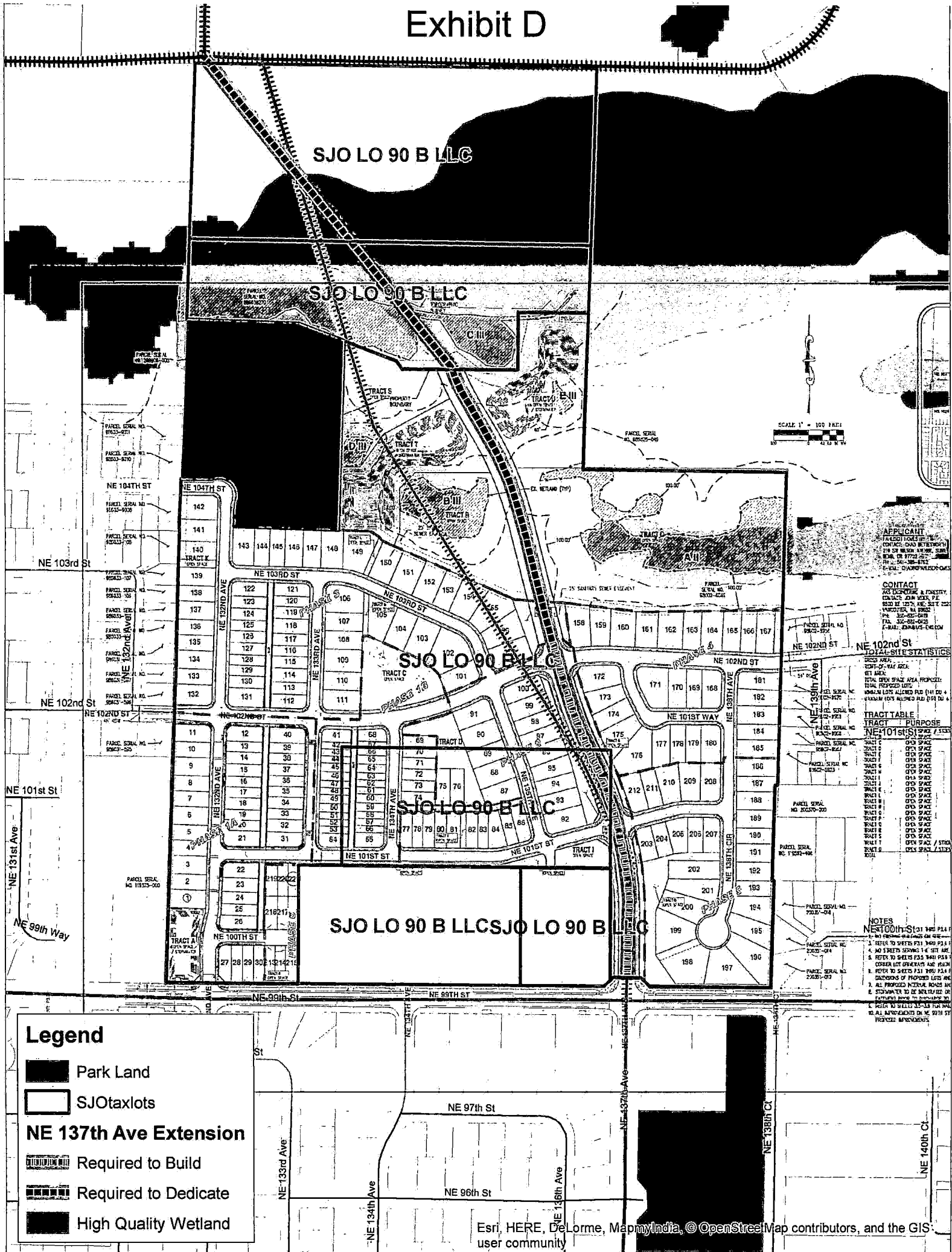


EXHIBIT D

Additional Right of Way Dedication

Exhibit D



SJO LO 90 B LLC

SJO LO 90 B LLC

SJO LO 90 B LLC SJO LO 90 B LLC

SCALE 1" = 100 FEET

Legend

-  Park Land
-  SJO taxlots
- NE 137th Ave Extension**
-  Required to Build
-  Required to Dedicate
-  High Quality Wetland

CONTACT
 AG DEVELOPER & FORESTRY
 CONTACT: JIM LEE, PE
 8330 NE 127th, NE, SUITE 200
 WASHINGTON, WA 98044
 PH: 206-885-5111
 FAX: 206-885-5112
 E-MAIL: JLEE@SJO.COM

TRACT TABLE

TRACT	PURPOSE
TRACT A	OFF SPACE
TRACT B	OFF SPACE
TRACT C	OFF SPACE
TRACT D	OFF SPACE
TRACT E	OFF SPACE
TRACT F	OFF SPACE
TRACT G	OFF SPACE
TRACT H	OFF SPACE
TRACT I	OFF SPACE
TRACT J	OFF SPACE
TRACT K	OFF SPACE
TRACT L	OFF SPACE
TRACT M	OFF SPACE
TRACT N	OFF SPACE
TRACT O	OFF SPACE
TRACT P	OFF SPACE
TRACT Q	OFF SPACE
TRACT R	OFF SPACE
TRACT S	OFF SPACE
TRACT T	OFF SPACE
TRACT U	OFF SPACE
TRACT V	OFF SPACE
TRACT W	OFF SPACE
TRACT X	OFF SPACE
TRACT Y	OFF SPACE
TRACT Z	OFF SPACE

NOTES

1. REFER TO SHEETS P31 AND P34 F
2. ALL STREETS 30' WIDE UNLESS OTHERWISE NOTED
3. REFER TO SHEETS P35 AND P36 F FOR CORNER LOT OPERATIONS AND PLAN
4. REFER TO SHEETS P37 AND P38 F FOR DIVISIONS OF PROPOSED LOTS
5. STOPWATER TO BE INSTALLED ON PROPOSED ROADS TO PREVENT FLOODING
6. REFER TO SHEETS P39 AND P40 F FOR ALL INFORMATION ON NE 137th ST PROJECT IMPROVEMENTS