**From:** Jeffrey Delapena
**To:** Heidi Pozzo
**Cc:** Oliver Orjiako; Jose Alvarez
**Subject:** RE: Comp Plan: ordinances and minutes re: urban holding lift and access management plan
**Date:** Tuesday, September 22, 2026 3:52:00 PM

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Hello Heidi,

Thank you for providing these comments and attachments. Confirming these have all been received and will be added to the Comprehensive Plan Index of Record.

Best,

Jeff Delapena
Program Assistant
COMMUNITY PLANNING

564.397.4558

NOTICE OF PUBLIC DISCLOSURE: This e-mail account is public domain. Any correspondence from or to this e-mail account may be a public record. Accordingly, this email, in whole or in part may be subject to disclosure pursuant to RCW 42.56, regardless of any claim of confidentiality or privilege asserted by an external party.

-----Original Message-----
From: Heidi Pozzo <hcpheidi@yahoo.com>
Sent: Tuesday, September 22, 2026 3:39 PM
To: Jeffrey Delapena <Jeffrey.Delapena@clark.wa.gov>
Cc: Oliver Orjiako <Oliver.Orjiako@clark.wa.gov>; Jose Alvarez <Jose.Alvarez@clark.wa.gov>
Subject: Comp Plan: ordinances and minutes re: urban holding lift and access management plan

EXTERNAL: This email originated from outside of Clark County. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Jeff,

I've just uploaded (Sept 22 at ~3:35) five documents that are ordinances, minutes and presentation related to the urban holding lift and 179th access management plan for the Comp Plan Index of Record.

Thank you,

Heidi

**RESOLUTION NO. 2019-08-05**

**A Resolution of the Clark County Council selecting a financing plan for public infrastructure in the vicinity of NE 179th Street and authorizing entry into Developer Agreements between Clark County and the following owners and developers of real property in the vicinity of NE 179th Street (hereinafter referred to collectively as the "Developers"):**

(1) MILL CREEK JV, LLC; WILFRED N ZILKE FAMILY TRUST; WILFORD ZILKE AND MARJORIE ZIELKE, husband and wife; GARY WEBB TRUST; and BIRCHWOOD FARMS, LLC (hereinafter referred to as "Holt");

(2) ROMINGER HOMEPLACE, LLC , a Washington limited liability company, and BTMC, LLC, a Washington limited liability company (hereinafter referred to as the "Wollam"); and

(3) M & H WASHINGTON PROPERTY, LLC, a Washington limited liability company, and HINTON DEVELOPMENT CORP, a Washington corporation (hereinafter referred to as "Hinton");

(4) THREE CREEKS-MUMFORD LLC, a Washington limited liability company; THREE CREEKS NORTH LLC, a Washington limited liability company; and THREE CREEKS INVESTORS LLC, a Washington limited liability company (hereinafter referred to collectively as "Killian") regarding an amendment to previously approved development agreements with Killian.

**WHEREAS,** Developers own and seek to develop certain parcels of real property in the vicinity of NE 179th Street and Interstate 5, much of which is currently subject to an urban holding overlay pursuant to Clark County's 20-Year Comprehensive Growth Management Plan 2015-2035; and

**WHEREAS,** Clark County's Comprehensive Plan requires that prior to lifting the urban holding designation in the 179th Street/I-5 Interchange Area, the Council must determine that the completion of localized critical links and intersection improvements are reasonably funded, as shown on the County's 6-Year Transportation Improvement Plan or through a development agreement; and

**WHEREAS,** Clark County intends to fund the necessary improvements by selecting a public financing option and entering into Developer Agreements with Developers that will become effective upon the Council's adoption of a future ordinance finding that the relevant localized critical links and intersection improvements are reasonably funded and amending the Comprehensive Plan to remove the urban holding overlay for Developers' property; and

**WHEREAS,** RCW 36.70B.170 through .210 authorize the County to enter into Developer Agreements with persons or entities having ownership or control of real property within the County; and

**WHEREAS,** the Developers own and intend to develop certain real property in the vicinity of NE 179th Street, described in the proposed Development Agreements attached hereto as *Exhibit A*, which property is located in Clark County, Washington; and

**WHEREAS,** at the direction of the Clark County Council, County staff has worked with the Owners to prepare the proposed Developer Agreements, which detail an exchange of valuable consideration; and

**WHEREAS,** at the direction of the Clark County Council, County staff has prepared a range of public financing options to fund a portion of the localized critical links and intersection improvements in the vicinity of NE 179th Street; and

**WHERAS,** the Clark County Council prefers and selects the public financing option number eight (8) set forth in *Exhibit B*, which will require future Council action to implement; and

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

**WHEREAS,** the Council concluded that approval of the proposed Developer Agreements (set forth in *Exhibit A*) and public financing option number eight (8) (set forth in *Exhibit B*) will further the public welfare; now therefore,

**THE BOARD OF COUNTY COUNCILORS OF CLARK COUNTY, STATE OF WASHINGTON, HEREBY RESOLVE AS FOLLOWS:**

1. The Clark County Council approves the Developer Agreements set forth in *Exhibit A* between Clark County, Washington, and Holt, Killian, Wollam, and Hinton, the infrastructure financing portions of which will become effective upon the Council's future adoption of an ordinance finding that the relevant localized critical links and intersection improvements are reasonably funded, and amending the Comprehensive Plan to remove the urban holding overlay for Developers' property.

2. The Clark County Council selects the public financing option number eight (8) set forth in *Exhibit B*, which will require future Council action to implement.

ADOPTED this 20th day of August, 2019.

COUNTY COUNCIL
CLARK COUNTY, WASHINGTON

Attest:

Clerk to the Board

By: Eileen Quiring
Eileen Quiring, Chair

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

By: _____
Temple Lentz, District 1

Taylor Hallvik
Deputy Prosecuting Attorney

By: _____
Julie Olson, District 2

By: _____
John Blom, District 3

By: _____
Gary Medvigy, District 4



# EXHIBIT A

When Recorded, Return to:

Randall B. Printz
Landerholm, Memovich, Lansverk
& Whitesides, P.S.
P.O. Box 1086
Vancouver, WA 98666-1086

ABOVE SPACE RESERVED FOR RECORDING INFORMATION

## DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into by and between CLARK COUNTY, a political subdivision of the State of Washington (the "County") and MILL CREEK JV LLC, WILFRED N ZILKE FAMILY TRUST, WILFORD ZILKE AND MARJORIE ZIELKE, husband and wife, GARY WEBB TRUST, BIRCHWOOD FARMS LLC, (collectively referred to as "Holt", or the "Developer," which terms also include any successor in interest to the Property during the term of this Agreement).

## RECITALS

A. **WHEREAS**, the County has land use planning and permitting authority over unincorporated lands within its boundaries, and

B. **WHEREAS**, Holt, owns or controls certain parcels of real property in unincorporated Clark County Washington with the following tax identification numbers: 181466000, 181548000, 181580000, 181581000, 181701000, and 181702000, and which are more particularly described in Exhibit A and incorporated by reference herein (together, the "Property"); and,

C. **WHEREAS,** the Property is subject to a comprehensive plan overlay designation of Urban Holding (UH), and a zoning overlay designation of Urban Holding-10 (UH-10), with underlying plan and zoning designations of Urban Low Density Residential (UL), and Single Family Residential (R1-5), respectively; and

D. **WHEREAS**, Holt and the County would like to further plan for the development of the Property with a unique and innovative design and a wide range of residential densities, advance funding for transportation improvements, predictable infrastructure and regulations, and parks, trails and open spaces; and,

**E.** **WHEREAS,** This Agreement addresses the Comprehensive Plan criteria to lift the UH overlay from the Property and includes the Developer's agreement to satisfy the criteria. The County's approval of this Agreement represents the County Council's determination for the Property that the completion of localized critical links and intersection improvements are reasonably funded. In order for Developer to facilitate the items identified in this Agreement, Developer desires to obtain removal of the UH overlay designation and zoning from the Property so that development may occur thereon. In this regard, the removal of the UH overlay from the Property via a County ordinance will be processed concurrently with the approval of this Agreement; and,

**F.** **WHEREAS,** Holt and the County want to enable the Property to develop in a manner consistent with the Master Plan attached hereto as Exhibit B and incorporated by reference herein; and under the land use and development standards currently applicable to the Property (unless otherwise provided for in the Master Plan) and to allow for substantial environmental review to occur prior to development of the Property, including analysis of transportation impacts, recognizing that the State Environmental Policy Act encourages advanced environmental review and discourages piecemeal review; and,

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

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

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

**I.** **WHEREAS,** the County and Holt wish to provide long-term predictability to both Holt and the County on various development issues through the implementation of this Agreement and its attendant Master Plan; and,

**J.** **WHEREAS,** Holt, the County, and others have collaborated over a number of years through a public-private partnership, to facilitate the implementation of the Comprehensive Plan through the improvement of transportation infrastructure in the area of the 179th Street interchange with Interstate 5 ("179th Interchange Area"). This is an area which faces challenges to development and to fully implementing the Comprehensive Plan, because of congestion and a lack of capacity on existing local roadways and intersections, lack of access to underdeveloped properties, and resulting traffic safety problems. Each Party has dedicated significant resources

to planning for that area, which provides a gateway to development of currently underutilized land in the 179th Interchange Area. It is necessary for the Parties to complete certain planning efforts in the area, so that public and private funding will be available to complete the needed infrastructure, and that development of the infrastructure can go forward. Completion of certain intersections and other transportation links in the area will further implement the Comprehensive Plan and allow certain properties to develop, thereby generating further resources for more transportation improvements, and addressing the continuing harm to the public because of the problems and challenges listed above. This Agreement will document the completion of planning relevant to the subject property, Holt's contributions to the completion of certain infrastructure in the area, and the County's assurances that Holt may proceed as set forth herein.

K. **WHEREAS,** Holt's traffic engineer has prepared trip generation and distribution information based upon the expected development of the Property in accordance with the Master Plan (Exhibit B), and a copy of the trip generation estimates is attached hereto and incorporated herein as Exhibit E; and

L. **WHEREAS,** this Agreement addresses the Comprehensive Plan criteria to remove the UH plan and zoning overlays from the Property and includes Holt's agreement to satisfy the criteria through the construction of or reasonable funding of the mitigation measures, including the critical links and intersections, identified in Exhibit D.

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

1. **Development Agreement; Effective Date.**

This Agreement is a Development Agreement to be implemented in accordance with RCW 36.70B.170 through RCW 36.70B.210. It shall become a contract between Holt and the County upon the later of (1) the date ten days after the day of the County's approval by ordinance or resolution following a public hearing as provided for in RCW 36.70B.170, or (2) the date on which a fully executed version is recorded with the County Auditor (the "Effective Date").

2. **Duration of Agreement**

**a.** This Agreement shall take effect upon the Effective Date and shall terminate ten years thereafter; provided that, the ten-year period of effectiveness specified in this Agreement shall be tolled pending any appeals of this Agreement or of any county, state or federal land use decisions entitling Holt to commence or complete development of the Property.

**b.** In recognition of the need for the Clark County Council ("Council") to make a formal determination that the improvements needed to create transportation capacity sufficient to accommodate the trips generated by the Master Plan, including the critical links and intersections as provided for in the Comprehensive Plan, are reasonably funded; and in recognition that removal of the current Urban Holding

overlays must occur before development of the Property may occur; and recognizing that at the time this matter comes before the Council the final funding package for the critical links and intersections may not yet be adopted, the Parties agree that the County shall remove the Urban Holding designations from the Property upon the effective date of the Council's adoption of an ordinance determining that the improvements needed to create transportation capacity sufficient to accommodate the trips generated by the Master Plan, including the critical links and intersections in the 179th Interchange Area, are reasonably funded within six years, as required by the Comprehensive Plan; provided, however, that the County has no obligation to adopt such an ordinance.

3. **Vesting**

**a.** Except as set forth in Section 3.b, below, any land use application submitted with respect to the Property during the term of this Agreement, shall be vested to the zoning and land use regulations applicable to the Property on the Effective Date.

**b.** Section 3.a, above, does not apply to the following applications for development permits:

**i.** Subject to Section 3.b.iv, below, an application for development of the Property that would generate more trips than indicated in Section 7 of this Agreement is governed by zoning and land use regulations and any other Development Standards in accordance with the Clark County Code in effect when the fully complete application is submitted;

**ii.** Subject to Section 3.b.iv, below, an application for a building permit is governed by the state or local building codes in effect when a fully complete application for a building permit is submitted;

**iii.** A critical area review in connection with a development application must be done in conjunction with that application and all applicable critical area regulations in effect when the fully complete application is submitted govern the application;

**iv.** An application for development is subject to stormwater regulations pursuant to the National Pollution Discharge Elimination System under the Federal Clean Water Act and Washington State law (NPDES) that are in effect at the time specified by the NPDES Phase I Municipal Stormwater Permit ("Stormwater Permit") issued to Clark County, if any, or at the date of final engineering approval by the County.

**c.** Any land use approvals granted under the pendency of this Agreement shall expire on the dates provided for in the applicable development regulations of the County in effect at the time of this Agreement, or at the expiration of this Agreement, whichever date occurs later in time; except that approvals governed by the regulations described

by section 3.b above shall expire on the dates provided for in the regulations in effect at the times set forth in section 3.b, or at the date specified in the Stormwater Permit, if applicable. Pursuant to RCW 36.70B.170(4), the County reserves the authority to impose new or different regulations to the extent required by a serious threat to public health and safety.

4. **Conceptual Master Plan**

**a.** Attached as Exhibit B and incorporated by reference herein, is a master plan for the Property (the "Master Plan"). A detailed demonstration of how the Master Plan satisfies certain criteria provided for in CCC 40.520.080 is attached hereto as Exhibit C. The design of the Master Plan is unique and innovative through its "front loading" of transportation mitigation, its blending and transitioning of density both within and outside of the Property, its provisions for trails and open space (in excess of 15% of the Property area) and the trails' and open space's relationship to, protection of and integration with existing critical areas on the Property. The Master Plan provides for a variety of housing types and lot sizes. The Master Plan will provide the Parties with predictability regarding certain aspects of the future development of the Property, including access locations on to public streets and any associated offsite improvements related to transportation. The County finds and agrees that the Master Plan satisfies the provisions of CCC 40.520.080.C.4.d and CCC 40.520.080.D.1-.3; provided that Holt must submit architectural plans that are acceptable to the County pursuant to CCC 40.510.050-1.9.c(2)(m) in conjunction with an application for PUD approval as set forth in subsection (b).

**b.** Holt shall submit an application for a PUD that complies with the PUD ordinance's application requirements. Holt's application for preliminary plat approval and PUD approval may be filed and the County will process such applications upon execution of this Agreement. No public hearing or decision shall be made on any applications until the County removes the Urban Holding designation from the Property. Concurrently with the County's review of any preliminary plat applications and PUD applications, Holt may submit engineering plans to the County and the County shall review those plans in its normal course.

**c.** If a preliminary plat is approved with design or conditions that are different from the concurrently submitted and reviewed final engineering plans, then Holt shall resubmit engineering plans that conform to the preliminary plat approvals. Any costs associated with such changes shall be the responsibility of Holt. While the County agrees to allow concurrent review of land use applications and final engineering, nothing herein shall be construed to require the County to provide expedited review that is different from the county's usual timelines for an application for land use or engineering review.

**d.** No final engineering approval shall be granted until the Urban Holding designation has been removed from the Property and a preliminary plat application has been

approved. The application shall be processed as a Type III land use application and reviewed by the County. The application shall be substantially similar to the Master Plan. Any aspects of a land use application relating to the Property that are not substantially similar to the Master Plan shall be reviewed under the applicable regulations as if no Master Plan had been approved. Architectural submittals under CCC 40.510.050-1.9.c(2)(m) shall be submitted and reviewed in conjunction with the application for a PUD. Any approval criteria not addressed and found satisfied in this this Agreement shall be addressed during the PUD application and decision process.

e. Except as set forth in Section 3, above, future development of the Property is subject to the applicable provisions of the Clark County Code as of the Effective Date, and must be generally consistent with the Master Plan.

5. **Effect on Fees or Charges**

As provided for in RCW 36.70B.180, and except for those development standards described in Section 3.b, above, during the term of this Agreement, the development standards to which the Property is subject pursuant to this Agreement shall not be subject to unilateral amendment, or amendment to zoning ordinances, development standards, or regulations, or a new zoning ordinance or development standard or regulation adopted after the Effective Date. Provided, however, that the vesting granted by this Agreement shall not apply to impact fees, taxes, or permit application fees, which shall be determined or calculated consistent with the County's provisions applicable on the date such fee, charge or tax is triggered. As provided for in Ch. 36.70B RCW, the County reserves the right to impose new standards or changes in development regulations to the extent required by a serious threat to public health and safety.

6. **SEPA**

Pursuant to the State Environmental Policy Act (SEPA), piecemeal environmental review is to be discouraged. As such, the Parties wish for SEPA review to be accomplished as part of the Agreement for as many of the Property's potential adverse environmental impacts as can be reasonably analyzed, based upon current information contained within the SEPA checklist submitted with this Agreement, including, but not limited to, the traffic study, GIS data as to the general presence of wetlands on some portions of the Property and off site storm water impacts. This review is done under the Consolidated Review provisions of SEPA. The SEPA checklist attendant with this Agreement identifies various potential adverse impacts including transportation, parks, wetlands sewer, water and storm water. The Checklist also identifies a variety of technical reports or information that provides a basis for the proposed mitigation or partial mitigation of these impacts. It is the intent of this Agreement and its attendant SEPA process, to have the County issue a Threshold Determination (as that term is utilized in RCW 43.21C) on the identified conceptually

proposed impacts of the development of the Property. Uses and impacts that are identified at future stages of the development, i.e., preliminary plat approval or PUD approval, that have been previously analyzed through this or other SEPA processes, shall not be re-analyzed as long as the future identified adverse impacts are substantially similar to and of the same or less intensity as those previously analyzed under this or other SEPA processes. Any probable significant adverse environmental impacts of the Property's future proposed development that have not been analyzed under the SEPA process attendant with this Agreement or previously through some other lawful SEPA process, shall be undertaken at the time of such future development.

7. **Transportation**

Kittelson and Associates Transportation Engineers and the County have analyzed the transportation impacts of the full development (based upon the Master Plan in Exhibit B) of the Property as identified in the traffic study. Based upon the Master Plan, the Property at full development will increase the existing number of PM peak hour trips on the transportation system by 657 PM peak hour and 6346 average daily trips. Based upon Kittelson's and the County's analysis, the future development of the Property shall be conditioned upon the construction of, or the reasonable funding within six years of, the critical links and intersections provided for in the Comprehensive Plan and the other mitigation measures provided for in Exhibit D, which is attached hereto and incorporated by reference herein. The Property shall be vested during the term of this Agreement with 657 PM peak hour, 498 AM peak hour and 6346 average daily trips and no additional off site transportation mitigation or analysis will be required during the term of this Agreement; provided, however, that in the event Holt proposes uses or intensities of uses that would cause the total number of PM Peak or Average Daily trips to exceed the number of trips analyzed as part of this Agreement, then the County may require, and Holt shall provide, additional transportation analysis and lawful mitigation for those increased trips. The transportation vesting provided for in this Section shall be subject to the mitigation measures and the timing provided for in Exhibit D. Some of the transportation improvements may be on the County's Transportation Capital Facility Plan. Holt or successor in interest to the Property, upon construction of such qualifying transportation improvement, shall be eligible to apply for Transportation Impact Fee Credits, but only if such improvements are eligible for Credits under the County's applicable Capital Facilities Plan and Transportation Impact Fee programs.

8. **Advance Payment Of TIF/Surcharge**

a. To increase the County's ability to fund and construct certain transportation improvements in the area which will provide systemic benefits in excess of the impacts that will be created through the implementation of the Master Plan, Holt agrees to accelerate the manner in which Holt or a successor in interest to the Property would pay Transportation Impact Fees ("TIFs"). Holt shall pay TIFs associated with the Property based upon the TIF rate applicable at the time this

Agreement becomes effective. In addition to the payment of TIF, Holt shall also pay the Surcharge as described below. Instead of paying TIFs at the time of individual building permits, (as is currently provided for by the County's code), Holt, or its successor in interest agrees to the following permit application and TIF payment schedule.

**b.** Holt shall submit a fully complete application, (or if deemed incomplete, submit materials to achieve fully complete status within 28 days of the determination that the application is not fully complete), for preliminary plat approval for at least 150 lots prior to February 15th, 2020. Assuming Holt receives preliminary plat approval and no appeal is filed, Holt shall pay within 30 days of receiving said preliminary plat approval the sum of $3025 for each lot receiving preliminary plat approval. Holt shall submit a fully complete application, (or if deemed incomplete, submit materials to achieve fully complete status within 28 days of the determination that the application is not fully complete), for preliminary plat approval for at least 150 additional lots prior to February 15th, 2021. Assuming Holt receives preliminary plat approval and no appeal is filed, Holt shall pay within 30 days of receiving said preliminary plat approval the sum of $3025 for each lot receiving preliminary plat approval. Holt shall submit a fully complete application, (or if deemed incomplete, submit materials to achieve fully complete status within 28 days of the determination that the application is not fully complete), for preliminary plat approval for at least 150 additional lots prior to February 15th, 2022. Assuming Holt receives preliminary plat approval and no appeal is filed, Holt shall pay within 30 days of receiving said preliminary plat approval the sum of $3025 for each lot receiving preliminary plat approval. Holt shall submit a fully complete application, (or if deemed incomplete, submit materials to achieve fully complete status within 28 days of the determination that the application is not fully complete), for preliminary plat approval for at least 91 additional lots prior to February 15th, 2023. Assuming Holt receives preliminary plat approval and no appeal is filed, Holt shall pay within 30 days of receiving said preliminary plat approval the sum of $3025 for each lot receiving preliminary plat approval.

**c.** Holt shall submit an application for final plat approval for at least 150 lots prior to November 1st, 2020. Assuming Holt receives final plat approval, Holt shall pay $3025 for each lot receiving final plat approval. Holt shall submit an application for final plat approval for at least 150 additional lots prior to November 1st, 2021. Assuming Holt receives final plat approval, Holt shall pay $3025 for each lot receiving final plat approval. Holt shall submit an application for final plat approval for at least 150 additional lots prior to November 1st, 2022. Assuming Holt receives final plat approval, Holt shall pay $3025 for each lot receiving final plat approval. Holt shall submit an application for final plat approval for at least 91 additional lots prior to November 1st, 2023. Assuming Holt receives final plat approval, Holt shall pay $3025 for each lot receiving final plat approval

**d.** In addition to the TIF, each building permit for each lot developed upon the Property, shall pay an additional surcharge (the "Surcharge") in the amount of $3,500 per lot. The Surcharge shall be paid at the time of the issuance of the building permit.

**e.** Regardless of the schedule provided for in Section 8.b above, Holt agrees that by December 31, 2023, if the combined amount of TIF and Surcharge paid by Holt is less than $2,900,000, then Holt shall, on or before December 31st, 2023, pay to the County the difference between what Holt has paid in combined TIF and Surcharge and $2,900,000 (the "Gap Amount"). The Gap Amount shall be applied in the future to subsequent preliminary plat, final plat or building permit applications on the Property as pre-paid TIF or prepaid Surcharge. Nothing in this Agreement limits to $2,900,000 Holt's total obligations to pay TIF, Surcharge, or combined TIF and Surcharge that may arise from the Property's future development approvals.

**f.** Notwithstanding any other provision of Section 8 of this Agreement relating to the timing of the submission of a preliminary plat application or the submission of a final plat application, Holt shall not have to submit any of the applications referenced in Section 8 of this Agreement, provided Holt makes the payment that otherwise would be due if such application had been submitted and approved by the dates set forth in Section 8. Nothing in this paragraph shall be construed to alter the dates upon which such payments shall be made to the County as provided for in this Agreement, regardless of whether Holt submits any land use applications.

**g.** If Developer fails to timely make any payment due pursuant to Section 8 of this Agreement, Developer may not submit, and County may not accept or process, any further land use or permit application relating to development of the Property until all payments then due in accordance with Section 8 have been fully made.

**h.** Subject to the provisions of Section 8(e), nothing herein shall prevent Holt from applying for and receiving preliminary plat approval for more lots earlier in time than provided for in subsection 8(b) above. Provided, however, that if Holt does apply for and receive preliminary plat approval for more than 150 lots prior to August 15th 2020; 300 lots prior to August 15th, 2021, 450 lots prior to August 15th 2022, or 541 lots prior to August 15th 2023, Holt shall pay the per lot fee identified in subsection 8(b): (1) August 15th 2020, based upon 150 lots; (2) August 15th 2021, based upon 300 lots if 300 lots or more have received preliminary plat approval; (3) August 15th 2022, based upon 450 lots if 450 lots or more have received preliminary plat approval; and (4) August 15th, 2023 based upon 541 lots if 541 lots have received preliminary plat approval. The amount of TIF owed under section 8(b) that has not been paid for a lot receiving preliminary plat approval pursuant to this subsection shall be paid at the time of final plat approval for that lot.

## 9. Amendment

The Parties may agree to any amendments to this Agreement to facilitate necessary infrastructure improvements and other matters; provided, however, that this Agreement may only be amended by mutual, written agreement of the Parties that is approved by the Clark County Councilors pursuant to a Type IV legislative process as set forth in the Clark County Code.

**10. Miscellaneous**

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

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

**c.** If any portion of this Agreement shall be invalid or unenforceable to any extent, the validity of the remaining provisions shall not be affected thereby.

**d.** This Agreement is assignable and shall run with the land and be binding upon and inure to the benefit of the parties, their respective heirs, successors and assigns. This Agreement shall be recorded.

**e.** The recitals contained herein are agreed to state binding obligations of the Parties, as their terms provide.

CLARK COUNTY

By_____
Shawn Henessee, County Manager

Approved as to form only:
Anthony F. Golik, Prosecuting Attorney

By _____
Deputy Prosecuting Attorney

MILL CREEK JV LLC
By TCK, Inc, Manager

By_____
Greg Kubicek, President

WILFRED N ZILKE FAMILY TRUST

By_____
Wilfred N. Zilke, Trustee

WILFORD ZILKE AND MARJORIE ZIELKE

By_____ By_____
Wilford Zilke Marjorie Zilke

GARY WEBB TRUST

By_____
Gary Webb Trustee of the Gary Webb Trust

BIRCHWOOD FARMS LLC

By_____
Edward C. Prentice, Co-Manager

STATE OF WASHINGTON )
) ss.
County of Clark )

I certify that I know or have satisfactory evidence that Wilfred N Zilke, as trustee of the Wilfred N Zilke Family Trust, is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the

instrument and acknowledged it as the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

_____
Notary Public in and for the State of
Washington, residing at Vancouver.
My appointment expires:

STATE OF WASHINGTON )
) ss.
County of Clark )

I certify that I know or have satisfactory evidence that Wilfred N Zilke is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

_____
Notary Public in and for the State of
Washington, residing at Vancouver.
My appointment expires:

STATE OF WASHINGTON )
) ss.
County of Clark )

I certify that I know or have satisfactory evidence that Marjorie Zilke is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

_____
Notary Public in and for the State of
Washington, residing at Vancouver.
My appointment expires:

STATE OF WASHINGTON )
) ss.
County of Clark )

I certify that I know or have satisfactory evidence that Shawn Henessee is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument as the County Manager of the Clark County, Washington, and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

_____
Notary Public in and for the State of
Washington, residing at Vancouver.
My appointment expires:

STATE OF WASHINGTON )
) ss.
County of Clark )

I certify that I know or have satisfactory evidence that Edward C Prentice as co-manager of Birchwood Farms is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

_____
Notary Public in and for the State of
Washington, residing at Vancouver.
My appointment expires:

STATE OF WASHINGTON )
) ss.
County of Clark )

I certify that I know or have satisfactory evidence that Greg Kubicek as co-manager of Birchwood Farms is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and

acknowledged it as the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

_____
Notary Public in and for the State of
Washington, residing at Vancouver.
My appointment expires:

STATE OF WASHINGTON )
) ss.
County of Clark )

I certify that I know or have satisfactory evidence that Gary Webb, as trustee of the Gary Webb Family Trust, is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

_____
Notary Public in and for the State of
Washington, residing at Vancouver.
My appointment expires:

STATE OF WASHINGTON )
) ss.
County of Clark )

I certify that I know or have satisfactory evidence that Greg Kubicek, on behalf of TCK LLC as manager for Mill Creek JV LLC, is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

_____
Notary Public in and for the State of
Washington, residing at Vancouver.

My appointment expires:

Exhibit A

752952 - $10.00 - Clark County Title Company - Sue McMerrick - 09/15/2016

**5325450 D 09/15/2016 10:37 AM**
Total Pages: 4 Rec Fee: $76.00
CLARK COUNTY TITLE COMPANY
SIMPLIFILE LC E-RECORDING
eRecorded in Clark County, WA

AFTER RECORDING, RETURN TO:

Hunt & Associates, PC
101 SW Main St., Ste. 805
Portland, OR 97204
Attn: Lawrence B. Hunt

**Document Title:**

NON-MERGER DEED IN LIEU OF FORECLOSURE

**Reference Numbers of Related Documents:**

Deed of Trust recorded April 4, 2005 in Auditor's File No. 3968416; Non-Merger Deed in Lieu of Foreclosure recorded December 31, 2008 in Auditor's File No. 4519496

**Grantor:**

RENAISSANCE CUSTOM HOMES LLC, an Oregon limited liability company

**Grantee:**

GARY F. WEBB TRUST, Gary F. Webb, Trustee

**Legal Description:**

That portion of the Northwest quarter of the Northeast quarter of Section 13, Township 3 North, Range 1 East of the Willamette Meridian, Clark County, Washington, *continued on Exhibit A.*

**Assessor's Tax Parcel ID Number(s):**

181701-000; 181702-000

## NON-MERGER DEED IN LIEU OF FORECLOSURE

Title to the real property herein described is vested in fee simple in Renaissance Custom Homes LLC, an Oregon limited liability company and ("Grantor"), subject to the lien of a Deed of Trust dated March 19, 2008 and recorded April 4, 2005, 2008 in the Records of Clark County, Washington, in Auditor's File No. 3968416 ("Deed of Trust"). The beneficiary of the Deed of Trust is Gary F. Webb Trust ("Grantee"). The Deed of Trust secures certain obligations owed by Grantor to Grantee pursuant to a Real Estate Sales Agreement (as amended from time to time), a Promissory Note, and a Personal Guarantee of Randy Sebastian (together with the Deed of Trust, the "Agreements").

Under the Agreements, $883,716.48 is due and payable; together with $18,648.17 in property taxes paid by Webb Trust; attorney fees and costs; accrued interest to date, and other costs and expenses to which Grantee is entitled thereunder.

The Deed of Trust is in default and subject to immediate foreclosure. Grantor is unable to pay the indebtedness and desires to avoid foreclosure proceedings. Grantor therefore desires to give an absolute deed of conveyance of said property and satisfaction of the indebtedness secured by said Deed of Trust.

Grantee agrees to accept such conveyance upon the terms and conditions hereinafter stated.

NOW, THEREFORE, in consideration of the cancellation of the debt and all evidence of indebtedness secured by said Deed of Trust, Grantor does hereby grant, bargain, sell and convey to Grantee all of the real property located in Clark County, Washington, described on Exhibit A hereto, SUBJECT TO a Residential Lease Agreement dated April 28, 2006 between The Management Group, Inc. as agent for Lessor and Charles and Jill Holt as Lessees; and any and all liens and encumbrances of record.

Grantor covenants that:

This deed is absolute in legal effect and form, conveys fee simple title to the premises herein described to Grantee, terminates Grantor's redemption rights to the real property (if any) or other right or interest of Grantor or anyone claiming through or under Grantor, and does not operate as a mortgage, trust, conveyance or security of any kind;

Grantor surrenders possession of the real property to Grantee;

Grantor warrants and hereby agrees to forever defend the title to the real property against all claims and demands of all persons, other than the liens and encumbrances of record;

This deed does not effect a merger of the fee ownership of the real property and the lien of the Deed of Trust described above, whether Grantee is now or hereafter may be the owner or holder of such lien or security interest. The ownership of the real property and the liens of the Deed of Trust, together with any other liens and security interests now or hereafter owned

or held by Grantee, shall hereafter remain separate and distinct. This deed does not preclude Grantee from continuing or instituting any action, suit or proceeding to foreclose the Deed of Trust or other security interest should Grantee deem it appropriate; provided, however, that by accepting this deed, Grantee covenants and agrees that Grantee shall forever forebear from taking any action whatsoever to collect against Grantor or Randy Sebastian on the Agreements or any other obligation secured by the Deed of Trust;

In executing this deed, Grantor is not acting under any misapprehension as to the effect thereof, nor under any duress, undue influence or misrepresentations by Grantee, its agents or attorneys;

The true and actual consideration for this transfer, stated in terms of dollars, is none. The consideration consists of the release of Grantor's liability under the Agreements described above.

IN WITNESS WHEREOF, Grantor has executed this deed as of this 29 day of December, 2008.

RENAISSANCE CUSTOM HOMES LLC

By: _____

Its: Member

STATE OF OREGON )
) ss.
County of Multnomah )

On this day personally appeared before me Randal S. Sebastian, to me known to be the individual descried in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed on behalf of Renaissance Custom Homes LLC, an Oregon limited liability company, for the uses and purposes therein mentioned.

Given under my hand and official seal this 29 day of December, 2008.

_____
Notary Public in and for the State of Oregon

OFFICIAL SEAL
LAURA J WOOD
NOTARY PUBLIC-OREGON
COMMISSION NO. 432459
MY COMMISSION EXPIRES OCT. 2, 2012

EXHIBIT A

DESCRIPTION: ORDER NO.: K143926

That portion of the Northwest quarter of the Northeast quarter of Section 13, Township 3 North, Range 1 East of the Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at a point that is North 89°10' East 156 feet from the quarter section corner common to Section 12 and 13, Township 3 North, Range 1 East of the Willamette Meridian; and running thence North 89°10' East 631.25 feet; thence South 865.91 feet; thence South 89°10' West 790.53 feet; thence North 0°13' East 126 feet; thence North 89°10' East 156 feet; thence North 0°13' East 739.56 feet to the Point of Beginning.

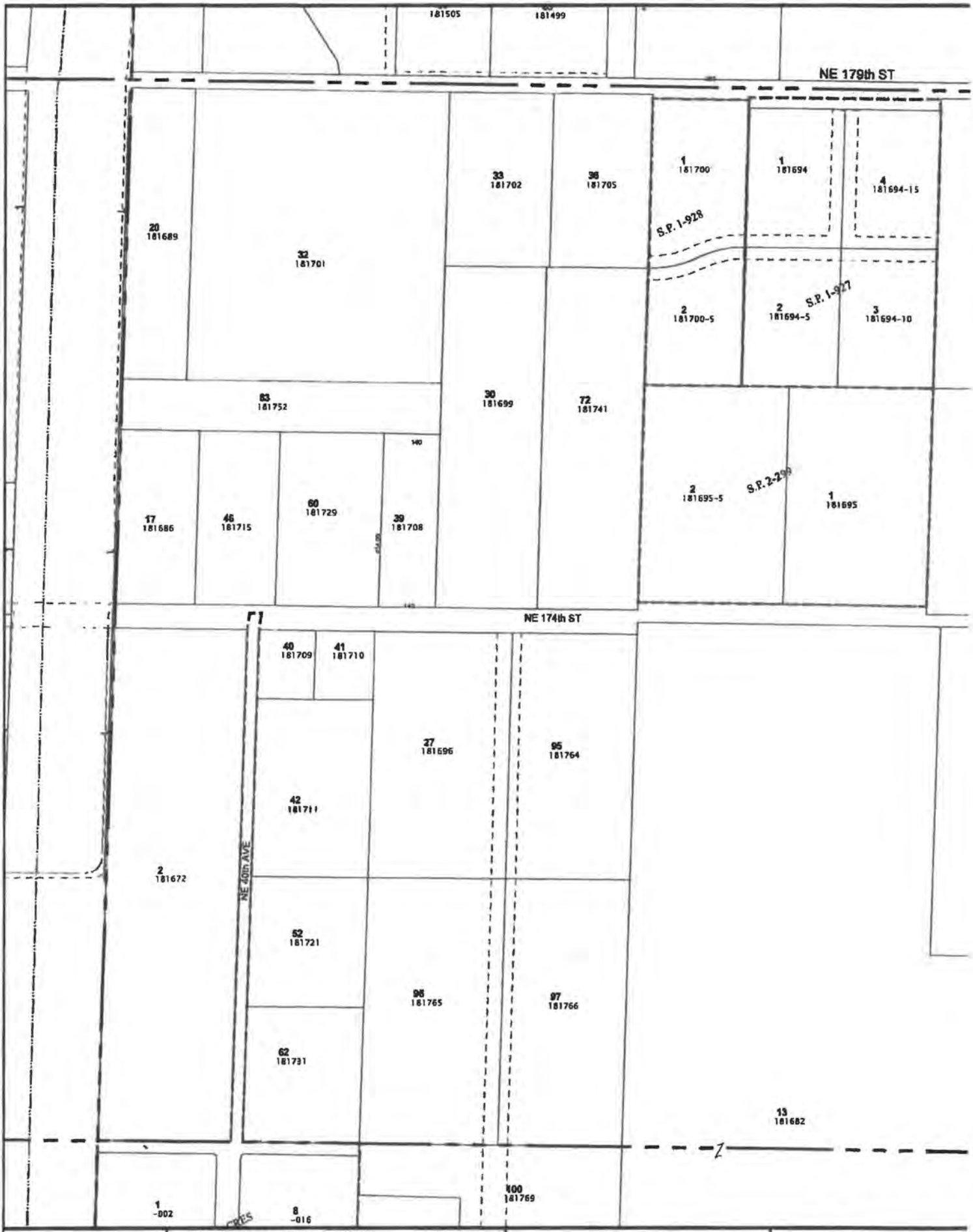
EXCEPT the South 126 feet as conveyed to Tommy L. Frasier et al by Deed recorded under Auditor's File Number 8506030097.

ALSO EXCEPT any portion lying within Northeast 179th Street.

PARCEL II

That portion of the Northwest quarter of the Northeast quarter of Section 13, Township 3 North, Range 1 East of the Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at a point that is North 89°10' East 787.25 feet from the quarter section corner, common to Section 12 and 13, Township 3 North, Range 1 East of the Willamette Meridian; and running thence North 89°10' East a distance of 258.75 feet; thence South a distance of 450 feet; thence South 89°10' West a distance of 258.75 feet; thence North a distance of 450 feet to the Point of Beginning. Any portion lying within NE 179th Street.


181505
181499
NE 179th ST
1
181700
1
181694
4
181694-15
S.P. 1-928
20
181689
32
181701
33
181702
36
181705
2
181700-5
2
181694-5
S.P. 1-927
3
181694-10
83
181752
30
181699
72
181741
2
181695-5
S.P. 2-29
1
181695
17
181686
46
181715
60
181729
39
181708
NE 174th ST
40
181709
41
181710
27
181696
95
181764
42
181711
2
181672
NE 40th AVE
52
181721
98
181765
97
181766
62
181731
13
181682
100
181769
1
-002
8
-016
Printed: May 29, 2018
Scale - 1:3600
1" = 300'
Information shown on this map was collected from several sources, Clark County accepts no responsibility for any inaccuracies that may be present.
Clark County
Geographic Information System
NE Qtr of Sec

TL 112 - SEGREGATION

Parcel 3

The West 660 feet of the South half of the Southeast quarter of Section 12, Township 3 North, Range 1 East of the Willamette Meridian in Clark County, Washinton.
EXCEPT that portion thereof, lying South of the following described line:
BEGINNING at the Northwest corner of the South half of the Southeast quarter of said Section 12; thence South 0°16'30" West, along the West line thereof, 701 feet, more or less, to a point that is 99 feet North 0°16'30" East from the intersection of the Westerly extension of the North line of that tract conveyed to Ervin P. Diment, by deed recorded under Auditor's File No. G 369035, records of said County with the West line of the Southeast quarter of said Section 12, said point being the true point of beginning of the following described line; thence North 89°13' East 660 feet to the terminus of said line description.
TOGETHER WITH an easement for ingress, egress and utilities over the East 30 feet of the West 660 feet of the South 619 feet of the Southwest quarter of the Southeast quarter of said Section 12;
EXCEPT that portion thereof lying within N.E. 179th Street.

Wilfred Zilke
Dec 5/83

845181

DEC 20 1983

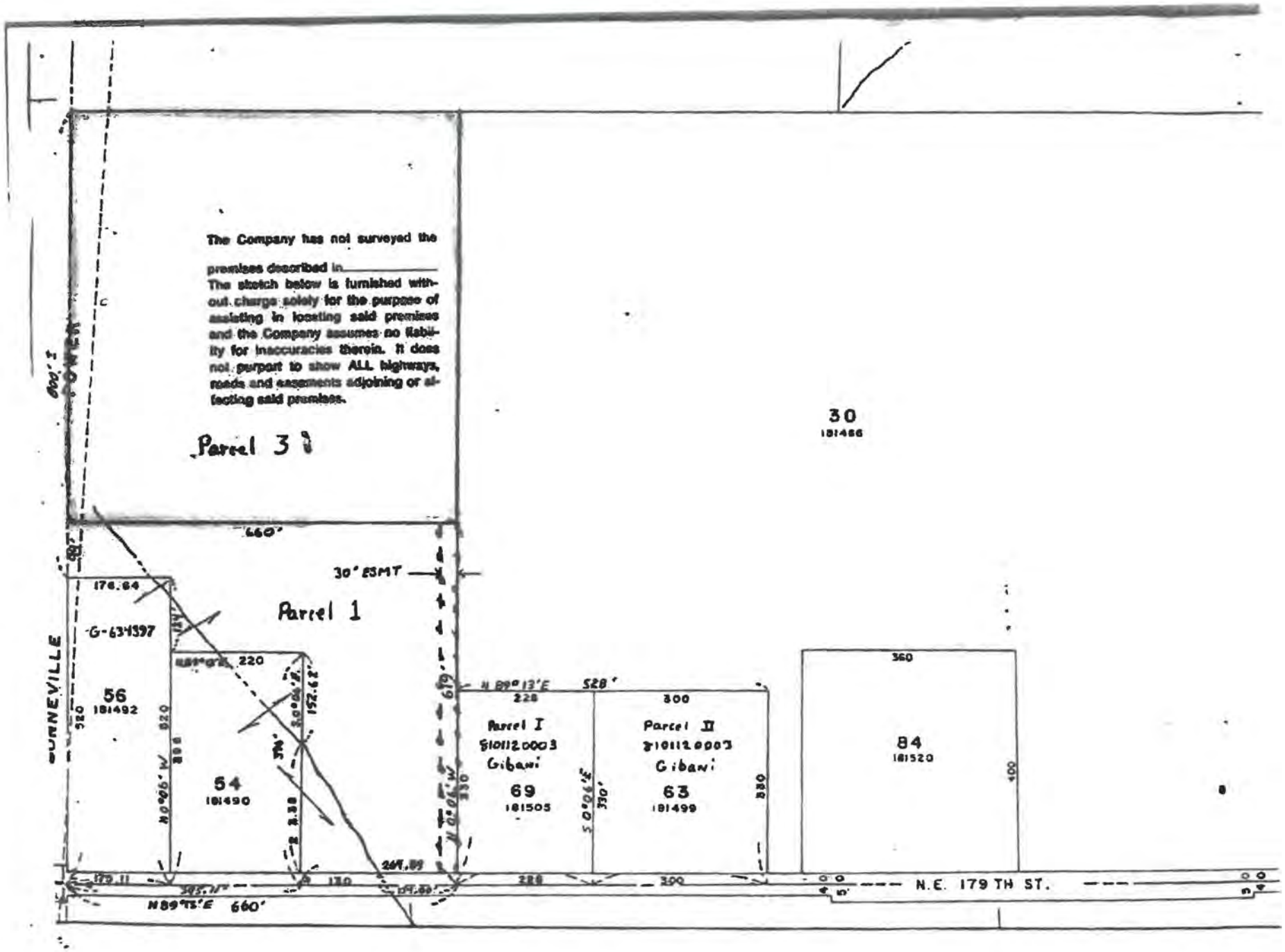
DEC 30 1983

REQ'D SEG

1814466 seg to 181548

#112 Sec 12-3-1

10.62A m/l


The Company has not surveyed the premises described in
The sketch below is furnished without charge solely for the purpose of assisting in locating said premises and the Company assumes no liability for inaccuracies therein. It does not purport to show ALL highways, roads and easements adjoining or affecting said premises.
Parcel 3
30
181466
660'
30' ESMT
Parcel 1
G-634397
176.84
220
56
181492
54
181490
520
820
388
N0°06'W
152.62'
S0°06'E
619.1'
330
N 89°13'E 528'
228
300
Parcel I
810112.0003
Gibani
69
181505
Parcel II
810112.0003
Gibani
63
181499
330'
S 0°06'E
880
360
84
181520
400
269.89
179.11
395.11'
130
N89°15'E 660'
N.E. 179 TH ST.
50'




Printed: September 23, 2016
Scale - 1:3600
1" = 300'

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

Clark County
Geographic Information System

SE Qtr of Section 12 T3N R1E WM

9801300247

10

**RETURN ADDRESS:**

Chris Roubicek, P.S.
P.O. Box 600
Castle Rock, WA 98611

Chris Roubicek

Real Estate Excise Tax
Ch. 11 Rev. Laws 1951
$633.00 has been paid
Recpt.# 42430 Date 1-29-98
Sec. 61, see Afd. No.
Doug Lasher
Clark County Treasurer
By R Deputy

**Document Title(s)**

WARRANTY DEED

Reference numbers of related documents:
on page n/a of document

**Grantor(s):**
(Last, First, Middle Initial)

1. PRENTICE, EDWARD A.
2. PRENTICE, MARJORIE M.
3.

etc. additional names on page n/a of document

**Grantee(s):**
(Last, First, Middle Initial)

1. PRENTICE, EDWARD, Manager Birchwood Farms, L.L.C.
2. PRENTICE, MARJORIE, Manager Birchwood Farms, L.L.C.
3.

etc. additional names on page n/a of document

**Legal Description:**

1. The East 1/2 of the NE quarter of the SE quarter of Section 12, Township 3 North, Range 1 East, W.M.

(lot, block, plat name, section-township-range)

Additional legal description is on page one of document

**Assessor's Property Tax Parcel Account Number(s):**

a portion of 181465 000

Reference Number(s) of Documents assigned or released:

none

1579

# WARRANTY DEED

THE GRANTORS, EDWARD A. PRENTICE and MARJORIE M. PRENTICE, husband and wife, 18600 NE 50th Avenue, Vancouver, Washington 98686, for TEN DOLLARS and other valuable consideration in hand paid, receipt whereof is hereby acknowledged, GRANT, CONVEY, and WARRANT to BIRCHWOOD FARMS, L.L.C., c/o EDWARD A. PRENTICE and MARJORIE M. PRENTICE, Managers, 18600 NE 50th Avenue, Vancouver, Washington 98686, Grantee, the following described property situate in Clark County, Washington, to wit:

The East half of the Northeast quarter of the Southeast quarter of Section 12, Township 3 North, Range 1 East, W.M., Clark County, Washington.

SUBJECT TO AND TOGETHER WITH easements, restrictions and reservations of record.

Dated this 31st day of December, 1997.

Edward A. Prentice
EDWARD A. PRENTICE

Marjorie M. Prentice
MARJORIE M. PRENTICE

STATE OF WASHINGTON)
)ss
COUNTY OF COWLITZ )

On this day personally appeared before me, EDWARD A. PRENTICE and MARJORIE M. PRENTICE, husband & wife, to me known to be the individuals named in and who executed the foregoing instrument, and who acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 31st day of December, 1997.

CHRISTOPHER J. ROUBICEK NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES MAR 15, 2001

Christopher J. Roubicek
Notary public in and for the
State of Washington,
residing at: Castle Rock
My commission expires: 3-15-2001

1581


NE 179th ST
NE 5th AVE
GOV LOT 4
GOV LOT 3
Printed: September 23, 2016
Scale - 1:3600
1" = 300'
Information shown on this map was collected from several sources. Clark County accepts no responsibility for any inaccuracies that may be present.
Clark County
Geographic Information System
SE Qtr of Section 12 T3N R1E WM

9611150044

Recorded at the request of Hall, Holland & Dimitrov
When recorded, return to:
Hall, Holland & Dimitrov
Attorneys at Law
1109 Broadway
Vancouver, WA 98660

Real Estate Excise Tax
Ch. 11 Rev. Laws 1951
EXEMPT
Affd # 40 5266 Date 11-15-96
For details of tax paid see
Affd #
Doug Ilsaliver
Clark County Treasurer
By R2 Deputy

# PERSONAL REPRESENTATIVE'S DEED

1. **GRANTOR.** The undersigned, WILFRED N. ZILKE, is the duly appointed, qualified and acting personal representative of the Estate of H. MARJORIE ZILKE, Deceased.

2. **ESTATE.** H. MAJORIE ZILKE died on the 5th day of April, 1995. The Last Will and Testament of H. MARJORIE ZILKE dated September 4, 1990, was admitted to probate on May 5, 1995 and Grantor was appointed personal representative in the State of Washington, Superior Court of Clark County in Cause No. 95-4-00389-4.

3. **NONINTERVENTION POWERS.** By Order of Solvency entered in said probate proceedings on June 23, 1995, Grantor was authorized to settle the estate without further court intervention or supervision.

4. **DESCRIBED REAL PROPERTY.** Included among the property of the Estate of H. MARJORIE ZILKE, was the decedent's interest in real property located in Clark County, Washington and legally described as the easterly 20.35 acres being situate in Clark County, Washington, more particularly described as follows:

See Exhibit "A" annexed hereto and hereby incorporated herein.

5. **CONVEYANCE.** Grantor, Estate of H. MARJORIE ZILKE, hereby conveys and quitclaims to the WILFRED N. ZILKE FAMILY TRUST, the real property herein described representing the estate's interest in the described real property together with all after-acquired title of the Grantor therein.

DATED this 29th day of October, 1996.

Wilfred N. Zilke
WILFRED N. ZILKE, Personal Representative
of the Estate of H. Marjorie Zilke, Deceased,
and not in his individual capacity.

141

STATE OF WASHINGTON )
: ss.
County of Clark

On this 29th day of October, 1996, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared WILFRED N. ZILKE, to me known to be the person who signed as Personal Representative of the Estate of H. MARJORIE ZILKE, Deceased, and who executed the within and foregoing instrument and acknowledged said instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument as Personal Representative of said Estate.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

DEBRA LEA MARTIAN
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
SEPTEMBER 21, 2000

Debra L. Martian
NOTARY PUBLIC for Washington,
residing at Vancouver therein
My Commission Expires: 9/21/2000

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## EXHIBIT "A"

The East 20.35 acres of the following described Tract:

Tract Description

The Southeast Quarter of the Southeast Quarter of Section 12, Township 3 North, Range 1 East of the Willamette Meridian, Clark County Washington.
Excepting therefrom the East 330 Feet of said Tract;
Excepting therefrom that portion of said Tract lying within N.E. 179th Street;
Excepting therefrom that portion of said Tract conveyed to Donald J. Orange et ux, by deed recorded under Auditor's File No. 8405220011 records of Clark County Washington.

(end Tract Description)

Said 20.35 acres being the East 20.35 acres of that certain parcel conveyed to Wilfred N. Zilke and H. Marjorie Zilke by deed recorded under Auditor's file No. 8306140153 records of Clark County Washington.

STATE OF WASHINGTON
DEPARTMENT OF HEALTH

DISTRICT 46

LOCAL FILE NUMBER

# CERTIFICATE OF DEATH

STATE FILE NUMBER

| 1. NAME First | Middle | Last | 2. SEX (M / F) | 3. DEATH DATE (Mo Day Yr) |
|---|---|---|---|---|
| Helen | Marjorie | Zilke | Female | April 5, 1995 |

| 4. AGE LAST BIRTHDAY (Yrs) | 5. UNDER 1 YEAR MOS DAYS | 6. UNDER 1 DAY HOURS MINS | 7. BIRTHDATE (Mo Day Yr) | 8. BIRTHPLACE (City, State or Foreign Country) | 9. WAS DECEDENT EVER IN U.S. ARMED FORCES? (Yes / No) | 10. COUNTY OF DEATH |
|---|---|---|---|---|---|---|
| 65 | | | Feb 13, 1930 | Alberta, Canada | No | Clark |

| 11. CITY, TOWN OR LOCATION OF DEATH | 12. PLACE OF DEATH (Check only one box for place then give address or institution name) 1 ☐ Home 2 ☐ In Transport 3 ☐ Emerg Room Prior to Adm. 4 ☐ Nursing Home 5 ☐ Other Place | 13. SMOKED IN LAST 15 YEARS? (Yes / No) |
|---|---|---|
| Vancouver | Southwest Washington Medical Center | No |

| 14. MARITAL STATUS (Married, Never Married, Widowed, Divorced (Specify)) | 15. SURVIVING SPOUSE (If wife, give maiden name) | 16. SOCIAL SECURITY NO. | 17. DECEDENT'S EDUCATION (Specify only highest grade completed) Elementary/Secondary (0-12) | College (1-4 or 5+) |
|---|---|---|---|---|
| Married | Wilfred Norman Zilke | 537-50-4243 | 12 | |

| 18. USUAL OCCUPATION (Give kind of work done during most of working life. DO NOT USE RETIRED) | 19. KIND OF BUSINESS OR INDUSTRY | 20. Was Decedent of Hispanic origin or descent? (Ancestry) (Specify Yes or No. If Yes, specify Cuban, Mexican, Puerto Rican, etc.) (Yes / No) Specify: | 21. RACE (Specify) |
|---|---|---|---|
| Homemaker | Home | No | White |

| 22. RESIDENCE—NUMBER AND STREET | 23. CITY/TOWN, OR LOCATION | 24. INSIDE CITY LIMITS? (Yes / No) | 25A. COUNTY | 25B. LENGTH OF RES IN CO | 26. STATE | 27. ZIP CODE |
|---|---|---|---|---|---|---|
| 4206 N.E. 179th Street | Vancouver | No | Clark | 31 Yrs | WA | 98686 |

| 28. FATHER'S NAME—FIRST, MIDDLE, LAST | 29. MOTHER'S NAME—FIRST, MIDDLE, MAIDEN SURNAME |
|---|---|
| John McNeill Carswell | Helen Winnifred Fisher |

| 30. INFORMANT—NAME | 31. MAILING ADDRESS (STREET OR RFD NO., CITY OR TOWN, STATE, ZIP) |
|---|---|
| Wilfred Zilke | 4206 N.E. 179th Street Vancouver, WA 98686 |

| 32. BURIAL/CREMATION/REMOVAL/OTHER (Specify) | 33. DATE (Mo Day Yr) | 34. CEMETERY/CREMATORY—NAME | 35. LOCATION—CITY/TOWN, STATE |
|---|---|---|---|
| Cremation | 4/7/1995 | Park Hill Crematorium | Vancouver, Washington |

| 36. FUNERAL DIRECTOR SIGNATURE | 37. NAME OF FACILITY | 38. ADDRESS |
|---|---|---|
| X [signature] | Evergreen Staples Funeral Chapel | ~~4700~~ St. Johns Road Vancouver, Washington 98661 |

TO BE COMPLETED ONLY BY CERTIFYING PHYSICIAN

39. TO THE BEST OF MY KNOWLEDGE, DEATH OCCURRED AT THE TIME, DATE AND PLACE AND WAS DUE TO THE CAUSE(S) STATED

SIGNATURE AND TITLE

X [signature]

40. DATE SIGNED (Mo., Day, Yr) April 6, 1995

41. HOUR OF DEATH (24 Hrs.) 0820

42. NAME AND TITLE OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print)

TO BE COMPLETED ONLY BY MEDICAL EXAMINER OR CORONER

43. ON THE BASIS OF EXAMINATION AND/OR INVESTIGATION, IN MY OPINION DEATH OCCURRED AT THE TIME, DATE AND PLACE AND WAS DUE TO THE CAUSE(S) STATED

SIGNATURE AND TITLE

X

44. DATE SIGNED (Mo., Day, Yr)

45. HOUR OF DEATH (24 Hrs)

46. NAME AND TITLE OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print)

47. HOUR PRONOUNCED DEAD (24 Hrs.)

48. NAME AND ADDRESS OF CERTIFIER—PHYSICIAN, MEDICAL EXAMINER OR CORONER (Type or Print) Michael J. Markham, M.D. 505 N.E. 87th Avenue #310, Vancouver, WA 98664

49. ME/CORONER FILE NUMBER

50. ENTER THE DISEASES, INJURIES, OR COMPLICATIONS WHICH CAUSED THE DEATH.

IMMEDIATE CAUSE (Final disease or condition resulting in death).

DO NOT ENTER THE MODE OF DYING, SUCH AS CARDIAC OR RESPIRATORY ARREST, SHOCK, OR HEART FAILURE. LIST ONLY ONE CAUSE ON EACH LINE.

Sequentially list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (Disease or injury which initiated events resulting in death) LAST.

| | | INTERVAL BETWEEN ONSET AND DEATH |
|---|---|---|
| A. | Respiratory Arrest | |
| DUE TO, OR AS A CONSEQUENCE OF: B. | Subarachnoid Hemorrhage | 5 days |
| DUE TO, OR AS A CONSEQUENCE OF: C. | Aneurysm — Cerebral | |
| DUE TO, OR AS A CONSEQUENCE OF: D. | | |

| 51. OTHER SIGNIFICANT CONDITIONS—CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE GIVEN ABOVE | 52. AUTOPSY? (Yes / No) Yes | 53. WAS CASE REFERRED TO MEDICAL EXAMINER OR CORONER? (Yes / No) No |
|---|---|---|

| 54. ACC, SUICIDE, HOM., UNDET., OR PENDING INVEST. (Specify) | 55. INJURY DATE (Mo Day Yr) | 56. HOUR OF INJURY (24 Hrs) | 57. DESCRIBE HOW INJURY OCCURRED |
|---|---|---|---|
| | | | |

| 58. INJURY AT WORK? (Yes / No) | 59. PLACE OF INJURY—AT HOME, FARM, STREET, FACTORY, OFFICE, ETC. (Specify) | 60. LOCATION—STREET OR RFD NO., CITY/TOWN, STATE |
|---|---|---|
| | | |

61. RECORD AMENDMENT (Registrar use only) ITEM | CORRECTION OR EVIDENCE | REVIEWED BY | DATE

[signature] Registrar

[signature] Attending, MD

63. DATE RECEIVED (Mo Day Yr) APR 7 1995

FOR INSTRUCTIONS SEE BACK AND HANDBOOK

DOH 113-003 (Rev 7/91) (formerly DSHS 9-150)

DOH 01-003 (7/84)

THIS IS A CERTIFIED COPY OF THE RECORD ON FILE WITH THE STATE REGISTRAR AND VITAL RECORDS OFFICE. ISSUED BY THE OFFICE OF VITAL STATISTICS

# USE BELOW FOR REQUESTING OFFICIAL CHANGES ONLY

**ANY CHANGES MADE BELOW VOID THIS CERTIFICATE, A NEW CERTIFICATE MUST BE ISSUED TO VALIDATE CHANGES.**

THE RECORD IS INCORRECT OR INCOMPLETE AS FOLLOWS:

| THE RECORD NOW SHOWS: | THE TRUE FACT IS: |
|---|---|
| | |
| | |
| | |
| | |

I REPRESENT THE PERSON AS (E.G. SELF, PARENT, GUARDIAN, ETC.) SPECIFY

PHONE NUMBER _____

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THE FOREGOING IS TRUE AND CORRECT.

| SIGNATURE | DATE | ADDRESS |
|---|---|---|
| | | |

All vital records are registered as received. Changes must be made by affidavit. An item may be changed by affidavit only once. Subsequent changes must be made by court order.

**Birth Certificates**

1. Only a parent, legal guardian or the adult (18 or older) may change the birth certificate.
2. All changes must be established by documentary proof submitted with the affidavit.
3. The proof(s) must match exactly the asserted true fact(s). For example, if the affidavit says the name is Mary Ann Doe, then the proof must show the name to be Mary Ann Doe. Mary A. Doe or M.A. Doe does not prove the name is Mary Ann Doe.
4. The proof(s) for names must be five (or more) years old, while proof(s) for dates, places, or ages must have been established within five years of birth.
5. Examples of acceptable documents or proof:

| | | |
|---|---|---|
| Baptismal Certificate | Marriage Record | School Record |
| U.S. Census Record | Medical Record | Voter's Registration Card |
| Hospital Records | Military Record | (if it bears an effective date) |
| Insurance Records | Your Child's Birth Record | |

6. Surname changes require a certified copy of a court ordered name change, except that minor spelling changes may be made with an affidavit and documentary proof.
7. Parents may change their child's given name with only their signature until the child's 18th birthday.

**Death Certificate**

1. Only the informant, the funeral director, or executors/administrators (if evidence confirming such position is presented) may change the non-medical information.
2. The medical information (cause of death) may be changed **only by the** attending physician or the coroner/medical examiner.
3. Routine changes will normally be made only during **the first year after death.** Other changes will be made only for legally important reasons (property, inheritance, etc.) and must be **approved by the State Registrar.**

**Marriage/Dissolution (Divorce) Certificates**

1. Personal fact (maiden, spelling changes in name, date or place of birth or residence) may be changed by affidavit plus proof by the person (see description of proofs or oaths above.
2. To change the date or place of marriage or dissolution, the officiant (marriage) or clerk of court (dissolution) must sign the affidavit.

FILED FOR RECORD

APR 7 1995

[signature]

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Dr Karen Steingart
Health District Officer
S/W Wash Health Dist

144A

CC135537




Printed: September 23, 2016
Scale - 1:3600
1" = 300'

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

Clark County
Geographic Information System

SE Qtr of Section 12 T3N R1E WM

9801300249

**RETURN ADDRESS:**

**Chris Roubicek, P.S.**
**P.O. Box 600**
**Castle Rock, WA 98611**

Real Estate Excise Tax
Ch. 11 Rev. Laws 1951
EXEMPT
Affd.# 4 24331 Date 1-29-98
For details of tax paid see
Affd.#
Doug Lasher
Clark County Treasurer
By R2
Deputy

Chris Roubicek

**Document Title(s)**

QUITCLAIM DEED

Reference numbers of related documents:
on page n/a of document

**Grantor(s):**
(Last, First, Middle Initial)

1. PRENTICE, EDWARD A.
2. PRENTICE, MARJORIE M.
3.

etc. additional names on page n/a of document

**Grantee(s):**
(Last, First, Middle Initial)

1. PRENTICE, EDWARD, Manager Birchwood Farms, L.L.C.
2. PRENTICE, MARJORIE, Manager Birchwood Farms, L.L.C.
3.

etc. additional names on page n/a of document

**Legal Description:**

1. The NW quarter of the SE quarter of Section 12, Township 3 North, Range 1 East, W.M.

(lot, block, plat name, section-township-range)

Additional legal description is on page one of document

**Assessor's Property Tax Parcel Account Number(s):**

181465-000 and 181469-000

Reference Number(s) of Documents assigned or released:

none

# QUITCLAIM DEED

THE GRANTORS, EDWARD A. PRENTICE and MARJORIE M. PRENTICE, husband and wife, 18600 NE 50th Avenue, Vancouver, Washington 98686, FOR AND IN CONSIDERATION OF TRANSFER to a limited liability company which is wholly owned by Grantors' children, hereby GRANT, CONVEY, and QUITCLAIM to BIRCHWOOD FARMS, L.L.C., c/o EDWARD A. PRENTICE, Manager, 18600 NE 50th Avenue, Vancouver, Washington 98686, Grantee, the following described property situate in Clark County, Washington, to wit:

The Northwest Quarter of the Southeast Quarter of Section 12, Township 3 North, Range 1 East of the W.M., except that portion taken by the United States of America for Power line right-of-way, as shown in the judgment filed as Auditor's file No. E 4196 in the office of the Auditor of said Clark County.

The West half of the Northeast Quarter of the Southeast Quarter of Section 12, Township 3 North, Range 1 East of the Willamette Meridian, Clark County, Washington.

SUBJECT TO AND TOGETHER WITH easements, restrictions and reservations of record.

Dated this 31st day of December, 1997.

Edward A. Prentice
EDWARD A. PRENTICE

Marjorie M. Prentice
MARJORIE M. PRENTICE

1587

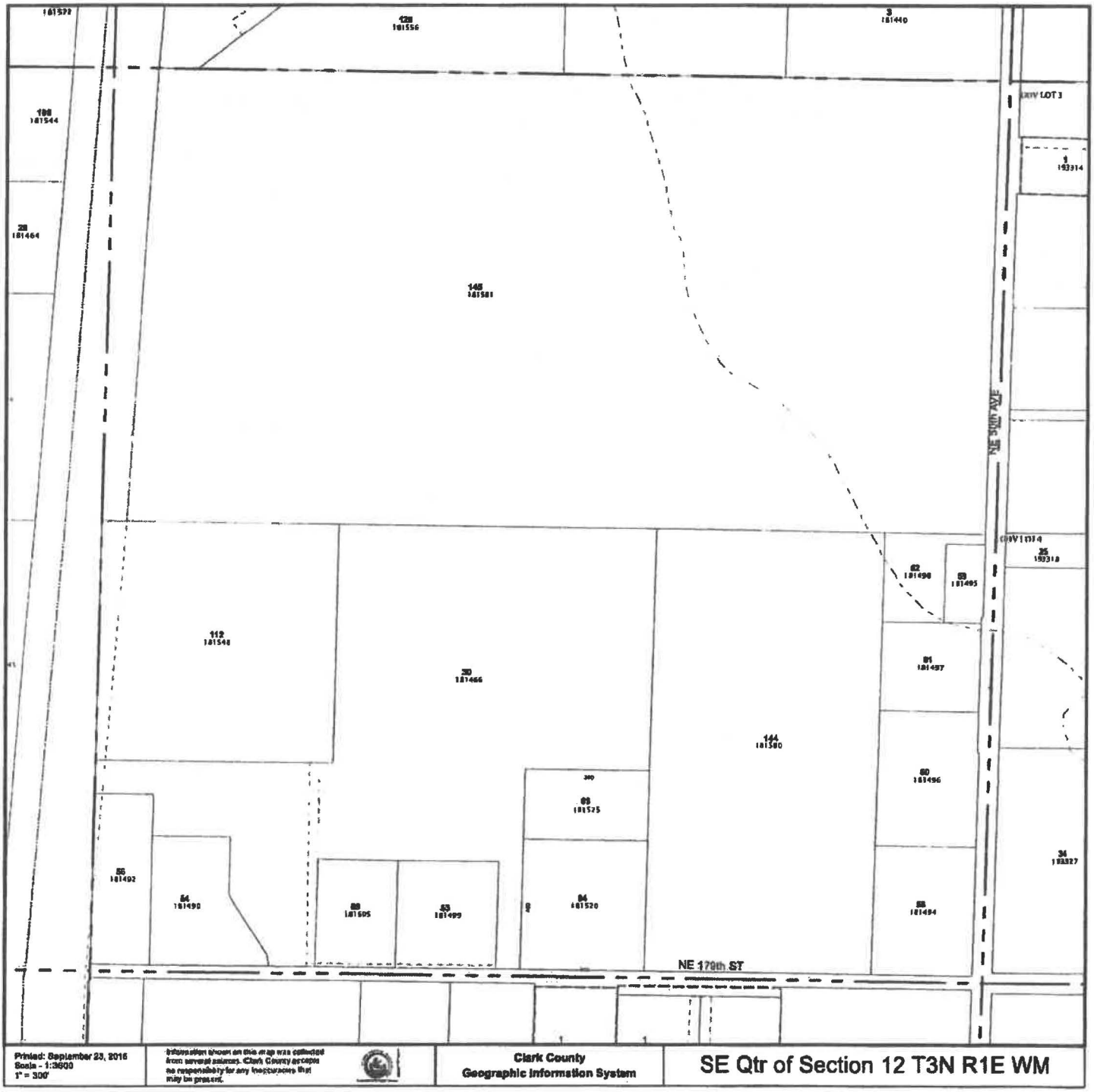
STATE OF WASHINGTON)
)ss
COUNTY OF COWLITZ )

On this day personally appeared before me, EDWARD A. PRENTICE and MARJORIE M. PRENTICE, husband & wife, to me known to be the individuals named in and who executed the foregoing instrument, and who acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 31st day of December, 1997.

CHRISTOPHER J. ROUBICEK NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES MARCH 15, 2001

Christopher J. Roubicek
Notary public in and for the
State of Washington,
residing at: Castle Rock
My commission expires: 3-15-2001


NE 179th ST
NE 50th AVE
Printed: September 23, 2016
Scale - 1:3600
1" = 300'
Information shown on this map was collected from several sources. Clark County accepts no responsibility for any inaccuracies that may be present.
Clark County
Geographic Information System
SE Qtr of Section 12 T3N R1E WM

12-3-1 SE

30, 144

30, EE 82

WARRANTY DEED. 83 06140153

THE GRANTORS, De Wayne T. Ernesti and Adella M. Ernesti, husband and wife, in consideration of the sum of Ten Dollars and other valuable consideration in hand paid, receipt whereof is hereby acknowledged, do hereby convey and warrant unto Wilfred N. Zilke and M. Marjorie Zilke, husband and wife, Grantees, an undivided one half interest in the following described real property situate in Clark County, Washington, to-wit:

That portion of the South half of the Southeast quarter of Section 12, Township 3 North, Range 1 East of the Willamette Meridian, described as follows:

Beginning at the Northwest corner of said South half of the Southeast quarter; thence South 0°16'30" West, along the West line thereof, 800 feet, more or less, to the intersection with the Westerly extension of the North line of the tract conveyed to Ervin P. Diment, by deed recorded under Auditor's File No. G 369035, Deed Records; thence North 89°13'00" East, along said North line and its extension, 176.69 feet to the Northeast corner thereof; thence South 0°06'00" East, along the East line of said Diment Tract, 124.00 feet to the Northwest corner of the tract conveyed to Peter J. Stone, by deed recorded under Auditor's File No. G 357721, Deed Records; thence North 89°13'00" East, along the North line of said Stone Tract, 220.00 feet to the Northeast corner thereof; thence South 0°06'00" East, along the East line of said Stone Tract 152.62 feet to the North corner of the tract conveyed to Peter J. Stone, by deed recorded under Auditor's File No. G 402589, Deed Records; thence Southeasterly along the Easterly line of said last mentioned Stone Tract, to the North line of N.E. 179th Street; thence South 0°06'00" East, 20 feet to the South line of said South half of the Southeast quarter; thence North 89°13'00" East, along said South line, 134.89 feet to the Southwest corner of the tract conveyed to Charles E. Officer by deed recorded under Auditor's File No. G 395410, Deed Records; thence North 0°06'00" West, along the West line of said Officer Tract, 330 feet to the Northwest corner thereof; thence North 89°13'00" East, along the North line of said Officer Tract, 528 feet to the Northeast corner thereof; thence South 0°06'00" East, along the East line of said Officer Tract, 330 feet to the South line of said South half of the Southeast quarter; thence North 89°13'00" East, along said South line, 1122 feet, more or less, to the Southwest corner of the tract conveyed to Douglas N. Woods, by deed recorded under Auditor's File No. G 375636; thence North, along the West line of said Woods Tract and along the West line of the tract conveyed to Charles P. Ratermann, by deed recorded under Auditor's File No. G 385613 and the

169260
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6.1483
By

255



NOV 14 83

(7)

West line of the tract conveyed to Leonard Burda, et al, by deed recorded under Auditor's File No. G 375639, a distance of 1320 feet, more or less, to the North line of said South half of the Southeast quarter; thence West, along said North line, 2310 feet, more or less, to the point of beginning.

EXCEPT that portion taken by the United States of America, under Declaration of Taking, recorded April 8, 1939, under Auditor's File No. E 4186.

ALSO EXCEPT that portion conveyed to John W. Kohler and D. Elizabeth Kohler, husband and wife, by Deeds dated April 7, 1977, and recorded under Auditor's File No. G-758557, index 1067379 and under Auditor's File No. G-758558, index 1067381, records of Clark County, Washington.

SUBJECT TO Mortgage to Vancouver Federal Savings and Loan Association with an approximate balance owing of $30,000.00 which mortgage the Grantees hereby assume and agree to pay according to its terms and conditions.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands this 7th day of June, 1983.

DeWayne T. Ernesti

Adella M. Ernesti

Grantors

STATE OF WASHINGTON)
) ss
County of Clark )

On this day before me personally appeared DeWayne T. Ernesti and Adella M. Ernesti, husband and wife, to me known to be the same persons named in and who executed the foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed, for theuses and purposes therein mentioned.

WITNESS my hand and notarial seal this 7th day of June, 1983.

NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
NOV. 10, 1985

Ned Hall

Notary Public for Washington
Residing at Vancouver, therein.

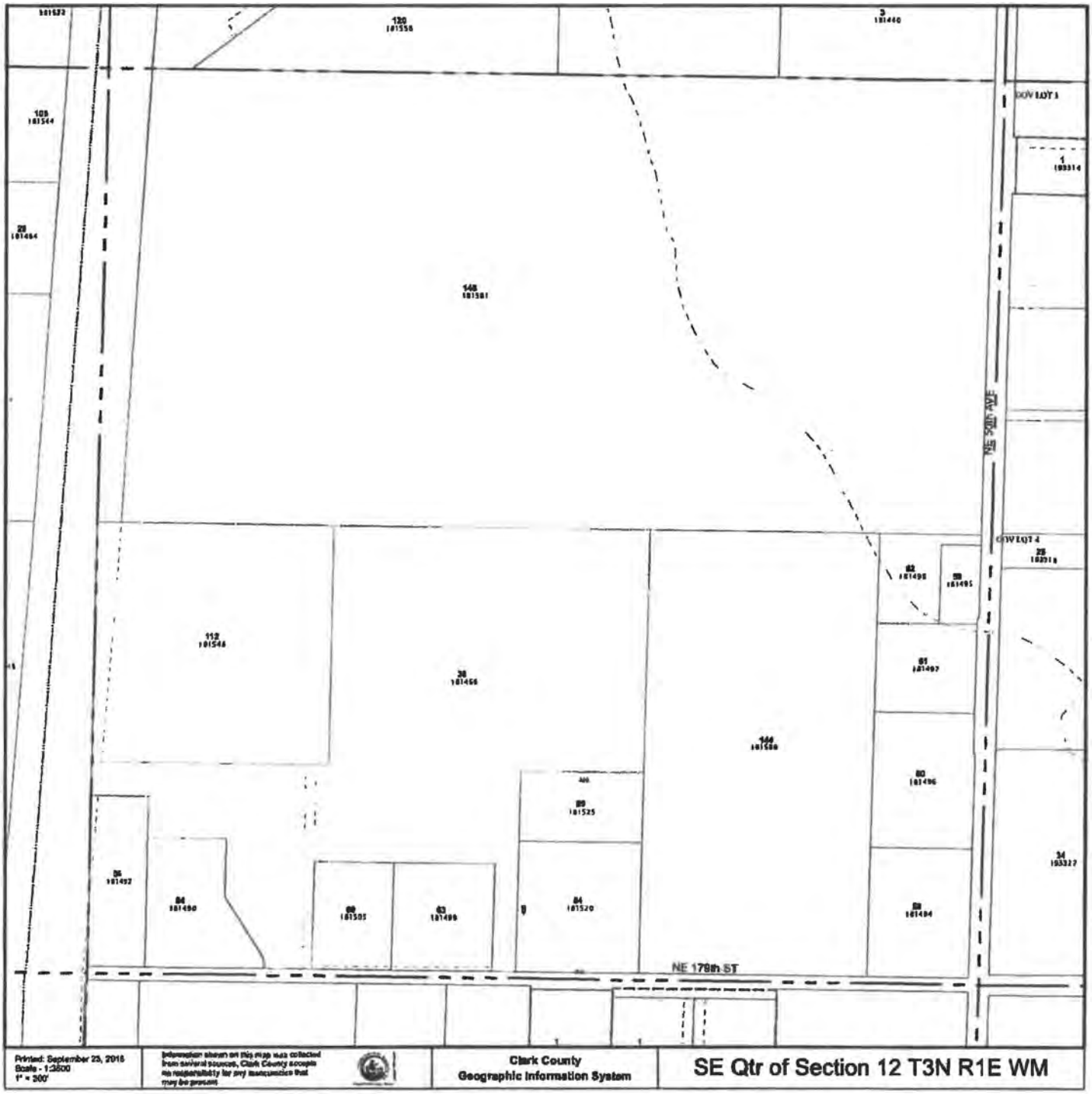
256

HALL & HOLLAND
Attorneys at Law
1109 Broadway
Vancouver, WA 98660

JUN 8 '83



(b)




Printed: September 25, 2018
Scale - 1:3600
1" = 300'

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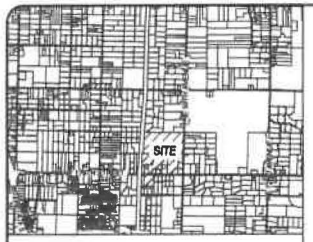
Clark County
Geographic Information System

SE Qtr of Section 12 T3N R1E WM

# EXHIBIT B




VICINITY MAP NTS SEC. 12 T3N R1E W.M.

PARCEL #'S 181495-000, 181561-000, 181518-000, 181701-000, 181702-000 & 181586-000
ZONING: R1-7.5
GROSS AREA: 6,375,441 S.F. (APPROX. 146 ACRES) PER CLARK COUNTY GIS

PUD DENSITY FOR PUD R1-7.5: MINIMUM = 4.1 AND MAXIMUM = 5.8 DU PER ACRE) +9% DENSITY BONUS (PUD)
MAX. TOTAL UNITS W/DENSITY BONUS 146 X 5.8 = 846 + .09 = 922

LOCATION OF WALKWAY IN THE ADJOINING BPA EASEMENT IS DEPENDANT ON BPA AGREEMENT

SETBACKS
FRONT: 10-FEET (GARAGE: 18-FEET)
SIDE: 5-FEET, 0-FEET
STREET SIDE: 10-FEET
REAR: 10-FEET

| POD | | | | | | | |
|---|---|---|---|---|---|---|---|
| A | | AREA | PRODUCT TYPE | APPROX. LOT SIZE | MIN. WIDTH | MIN. DEPTH | DENSITY RANGE |
| | A-1 | 4.18 ACRES (181,982 SF) | ATTACHED | 2,000-5,000 SF | 20' | 80' | 24-28 DU |
| | A-2 | 7.59 ACRES (322,040 SF) | ATTACHED | | 20' | 80' | 43-47 DU |
| | A-3 | 6.70 ACRES (291,879 SF) | ATTACHED | | 20' | 80' | 39-42 DU |
| | A-4 | 11.88 ACRES (517,391 SF) | DETACHED | | 25' | 80' | 69-76 DU |
| | A-5 | 22.55 ACRES (982,155 SF) | DETACHED | | 35' | 80' | 131-143 DU |
| | A-6 | 11.78 ACRES (512,995 SF) | DETACHED | | 35' | 80' | 68-74 DU |
| B | | | | | | | |
| | B-1 | 18.85 ACRES (813,576 SF) | DETACHED | 6,000-8,000 SF | 60' | 80' | 109-119 DU |
| | B-2 | 11.10 ACRES (483,709 SF) | DETACHED | | 55' | 80' | 64-70 DU |
| C | | | | | | | |
| | C-1 | 18.72 ACRES (815,683 SF) | DETACHED | 8,001-12,000 SF | 70' | 80' | 100-110 DU |
| TOTAL | | 119 ACRES (4,918,899 SF) | | | | | 855-714 DU |

| OPEN SPACE/CRITICAL AREAS | | |
|---|---|---|
| OS-1 | | 17.74 ACRES (772,987 SF) |
| OS-2 | | 8.44 ACRES (368,006 SF) |
| OS-3 | | 2.52 ACRES (109,987 SF) |
| | | |
| PARK AREA | | |
| PARK (DOES NOT INCLUDE STORMWATER POND OPEN AREA) | | 4.38 ACRES (190,829 SF) |

OPEN SPACE REQUIRED BY PUD, BASED UPON THE NET SITE AREA IS TWELVE PERCENT (12%)
NET SITE AREA 146 ACRES X .12 = 17.52 ACRES
OPEN SPACE PROVIDED = APPROX. 26 ACRES

LEGEND

B-2 / 9.97 AC. / 18 — HOUSING POD DESCRIPTION / HOUSING POD ACREAGE / EST. HOUSE/LOT AMOUNT

PEDESTRIAN TRAIL

MAIN ROADWAY




APPLICANT/OWNER:
THE HOLT GROUP
PO BOX 81429
VANCOUVER, WA 98660
(360) 892-0574
FAX UNAVAILABLE
randy@holtgroupinc.com

CONTACT:
OLSON ENGINEERING, INC.
ATTN: REBECCA WAHLSTROM
222 E. EVERGREEN BLVD.
VANCOUVER, WA 98660
(360) 695-1385
FAX (360) 695-8117
rebeccaw@olsonengr.com

N

GRAPHIC SCALE
0 100 200 400
( IN FEET )
1 inch = 200 ft.

PLOT: consultant0.ctb
FILE: [J:\dwg\7000\7200\7292\7292-p_bnd_lot layout dan burn a.dwg]

PRELIMINARY MASTER PLAN FOR:
MILL CREEK PUD

OLSON ENGINEERING INC.
LAND SURVEYORS
ENGINEERS
222 E. EVERGREEN BLVD., VANCOUVER, WA 98660

PRELIMINARY

CHANGES / REVISIONS
DESCRIPTION | DATE:

DESIGNED: SAH/RJW
DRAWN: SAH/RJW
CHECKED: RFS
DATE: MARCH /2109
SCALE: H: 1" = 200'
V:
COPYRIGHT 2010 OLSON ENGINEERING, INC.

MILL CREEK PUD
JOB NO. 7292.01.01

SHEET
P1

# MILL CREEK MASTER PLAN NARRATIVE

## Background

The Master Plan for the Mill Creek Planned Unit Development consists of Parcels #181466-000, 181581-000, 181548-000, 181701-000, 181702-000 and 181580-000 and is located in the general vicinity of NE 179th Street and NE 50th Avenue. All of the master Plan's parcels are zoned R1-7.5. The total area of the Master Plan is approximately 144 acres. A mix of home types and lot sizes are proposed. The proposed residences include attached and detached homes with lot sizes primarily in three categories: 2,000 to 5,000 square feet; 6000 – 8,000 square feet; and 8,001 to 12,000 square feet.

The proposed Master Plan contains approximately 28 acres of active and passive recreational areas, which comprise approximately 23% of the net site area. The open space areas will be owned and maintained by a Home Owner's Association. Street trees, street lighting, trails and parks will be present throughout the project. The above project design elements were incorporated into the project by the Applicant to further the goals of the County's PUD ordinance and to demonstrate compliance with it.

The Master Plan property is well over six acres in size and zoned R1-7.5; thus eligible to utilize the County's PUD provisions. The proposed residential uses for the Master Plan are uses permitted in the R1-7.5 zone. No structures in the Master Plan will exceed the building heights allowed in the R1-7.5 zone and the Master Plan proposes approximately twenty-eight acres of open space. This exceeds the minimum open space requirement of twelve percent by several percent.

The open spaces are comprised of both active and passive recreational areas. While storm water facilities will be generally located along the wetland areas, they will not be used to count toward the open space requirements of the PUD, unless they are incorporated into the overall PUD design and not fenced. The active park areas will include many of the features identified in the PUD code. All open spaces will be conveyed to a home owners association that will be created prior to the recording of the first final plat approval. All streets within the Master Plan will provide street trees and street lighting as required by the PUD code.

The following demonstrates in more detail how the proposed Master Plan attendant to the Development Agreement satisfies the PUD approval criteria. Reference to the Master Plan and its tables and pod locations in conjunction with this narrative is essential to understanding how the proposed project complies with the applicable PUD criteria. The Master Plan does not seek a density bonus even though allowed under the County's PUD code.

## Analysis

*Prior to preliminary approval of the proposed PUD, the Hearing Examiner or the responsible official must find that the following three (3) conditions exist:*

1. *Alternate designs proposed will provide a plan equal or superior to the standard being varied.*

All of the parcels in the master Plan are zoned R1-7.5. If the property is developed under its current zoning, without the use of a PUD, the project would consist of several hundred units with a fairly uniform lot size of approximately 7500 square feet. The proposed Master Plan, utilizing the PUD standards, allows for a variety of housing types; including attached and detached homes. If the project utilizes the County's PUD standards as depicted in the Master Plan, the project will include a broad range of densities, home styles, home sizes and lot sizes. Development of the project as a PUD, consistent with the Master Plan, will provide homes to a larger demographic and create a more socially and architecturally diverse neighborhood. The critical areas will be preserved in open space tracts which will contain trails, viewing, and seating areas.

The parks and opens spaces will be combination of active and passive recreation opportunities that will be constructed concurrently within phases of the PUD as it is developed. The PUD's total open space and park area will exceed twenty (20) acres in size. This minimum amount of open space far exceeds the County's PUD requirement of twelve percent (12%) open space.

The active park areas will include a broad range of elements designed to support use and enjoyment by people all ages. These elements will include nature play, picnic areas and other elements that provide multiple active recreational opportunities. Features such as Botchy Ball, active soft and hard scape play areas and other recreational amenities will be included in the PUD. Passive recreation areas will include trails and pathways that connect the residents with the natural resources, way points, interpretative features, benches and viewing locations throughout the PUD. Parks and open spaces will be connected by trails, paths and multi modal routes and will strive to achieve connectivity to future routes outside of the community. Holt will engage and seek input to its final parks and open space plan with the Clark County Parks department as part of the PUD approval process. The timing of parks and open space development and dedication shall be determined at the time of PUD approval.

Park areas with typical improvements are proposed in the interior of the project. Sidewalks and trails will link the open space and park areas to the various neighborhoods within the community.

2. *Through lot size, setbacks, building orientation, and screening, the proposed PUD shall provide a gradual transition adjacent to lower density neighborhoods or nonresidential uses.*

The Master Plan was designed to preserve critical areas and be compatible with the adjacent parcels' zoning. The lower density portions of the Master Plan are located along the perimeter of the site. The Master Plan generally transitions from lower density on the perimeter to higher density in the interior and along the critical areas and arterials. In general, the density standards on the Master Plan's perimeter are consistent with the adjoining parcels' zoning or there is a major roadway (50$^{th}$ Avenue or 179$^{th}$ Street) located between the Master Plan and neighboring parcels. A more detailed description of the how the Master Plan furthers the goals and complies with the approval criteria of the PUD ordinance is contained below. A minimum ten foot (10') rear yard setback will apply to all lots on the perimeter of the PUD. Again, viewing the Master Plan concurrently with review of this narrative is essential to understanding how the Master Plan complies with the PUD criteria.

The Master Plan has frontage on both NE 179th Street and NE 50th Avenue. The parcels south of NE 179th Street are surrounded by R1-7.5 zoning which requires a minimum lot size of 7500 square feet. Under the R1-7.5 zoning standards, if critical areas exist within a proposed subdivision, the density transfer provisions of Clark County's Code allows lot sizes in the 6000 square foot range. B pod standards are proposed for these southern parcels, which are equivalent to the surrounding parcels zoning and could be achieved without the use of a PUD.

Some of the Master Plan is located to the north of NE 179th St. and is adjacent to NE 179 Street and NE 50th Avenue. There are 10 parcels (all zoned R1-7.5) that are not part of the Master Plan and which are located between the Master Plan and the surrounding roads. B and C pods are proposed for the portions of the Master Plan that abut these parcels; thus this portion of the Master Plan will be equivalent or slightly less dense than the surrounding parcels and will serve as a transition to the higher densities in the interior of the Master Plan.

The existing zoning on the west side of the Master Plan is R1-7.5, except for the R1-10 zoned property on the northwest side of the Master Plan. B pods are proposed along the entire west side of the proposed Master Plan. As discussed earlier, the B pod densities are equivalent to R1-7.5 zoning. The nearby R1-10 zoned parcels do carry a lower density, but they are separated from the Master Plan by a 250 foot wide BPA right of way that will act as a buffer along those properties. The BPA right of way continues to the south to NE 179 St. and serves as a substantial buffer for the entire west side of the Master Plan.

The property to the east of the Master Plan, across NE 50th Avenue is outside of the Urban Growth Boundary (UGB) and zoned R-5. Densities within an urban zoned project cannot be consistent with properties outside of the UGB and comply with urban zoning standards. An A pod is proposed along the road frontage of NE 50th Ave., a designated Minor Arterial, as it's appropriate to site higher densities along higher volume roadways. Landscape buffers will be provided as well as street trees and landscape strips along the road frontage which will serve as a buffer to the roadway.

The properties on the west half of the north side of the Master Plan are zoned R-5 and not in the UGB. B pods are proposed adjacent to the parcels with R-5 zoning. As discussed above, there will be less similarity in lot size and densities in this area because of the UGB. A road is proposed along the north boundary of the property on the east and west sides of the central critical area that runs through the Master Plan. Along with the buffer of space that the street provides, landscape buffers street trees and landscape strips along the road frontage will provide additional buffering to the properties to the north.

The properties on the east half of the north side of the Master Plan are zoned R1-20. Approximately one half of the R1-20 zoning will abut the stream corridor and the associated buffer that lies within the Master Plan in this area. A street is proposed along the project boundary for the remaining area. Along with the buffer of space that the street provides, landscape buffers street trees and landscape strips along the road frontage will provide additional buffering to the properties to the north. The density of the Master Plan in this area will follow a logical transition from the R1-20 zoning lying north of the Master Plan to the street and then then to the larger C pods and finally to the higher densities in the interior of the Master Plan.

3. *The applicant proposes design features that may include, but are not limited to, designs centered on protected natural areas, front porches/recessed garages, pedestrian-*

*friendly orientation, benches/gazebos, water features, recreational areas, stormwater systems designed as features, and affordable housing.*

There are two stream corridors within the Master Plan that generally have a north to south orientation. Both areas contain critical areas and will be preserved and protected in open space tracts. Trails are proposed in the outer edges of these open space areas, as well as benches and sitting areas. All homes within the Master Plan will have direct pedestrian access to sidewalks with ultimate connections to the trail system and to transit opportunities along 179th Street. This will provide for both active and passive recreation and opportunities for educational signage relating to the natural environment. These trails will be linked to the internal network of trails and sidewalks which will also connect to the more active park areas. The design and location of the proposed trail crossing on 179th Street will be determined at the time of the development of the first phase of the PUDs development that is adjacent to 179th Street in the general location of the trail crossing as depicted on the Master Plan. The County's approval shall be required for such crossing. Three more active park areas are proposed within the Master Plan which will have either nature play elements or play structures.

## Conclusion

Under the Code, the purpose of a PUD is to provide flexibility in design and creative site planning. While increased density is allowed, the Master Plan does not create more density for the proposed project than would otherwise be allowed under the R1-7.5 zoning. The Master Plan complies or has obligations to comply with all of the provisions of CCC 40.520.080(A), (B) and (C). The Master Plan as designed satisfies the approval criteria provided for in CCC 40.520.080(D)(1), because it provides a much superior design than could be achieved through a non-PUD project utilizing the property's R1-7.5 zoning. This superior design includes a much broader range of lot sizes, transitions of density, a broader range of housing types and far more active and passive open spaces than would be required with a standard R1-7.5 subdivision.

The Master Plan as designed satisfies the approval criteria provided for in CCC 40.520.080(D)(2), because the Master Plan contains a variety lot sizes and areas of densities that are logically placed to achieve a compatible transition from the surrounding properties to the more dense areas of the Master Plan. Moreover, the Master Plan utilizes transmission corridors, natural areas and roads to further buffer surrounding development.

The Master Plan as designed satisfies the approval criteria provided for in CCC 40.520.080(D)(3) because the Master Plan includes design features such as trails, protected natural areas, pedestrian friendly orientation, benches/gazebos, and recreational areas.

# Exhibit D – Mitigation Measures

Development of the Mill Creek PUD is predicated on several planned transportation improvements being constructed or reasonably funded within six years involving the NE 179th Street corridor between I-5 and NE 15th Avenue to the west to which the PUD applicant will be contributing financially. Assumed improvements include:

1. Completion of NE 10th Avenue between NE 154th Street and NE 164th Street (currently under construction by Clark County)
2. Reconfiguration of the I-5 Northbound off-ramp/NE 179th Street intersection to provide:
    - two northbound left-turn lanes and two northbound right-turn lanes; and
    - two westbound through lanes and a separate westbound right-turn lane to the I-5 northbound on-ramp
3. Widening and completion of NE 15th Avenue between NE 179th Street and NE 10th Avenue to an ultimate improvement width (providing two westbound and two eastbound through travel lanes between the I-5 Northbound off-ramp/NE 179th Street intersection and NE 15th Avenue);
4. Construction of a new multi-lane roundabout on NE 179th Street approximately midway between NE 15th Avenue and the I-5 Northbound off-ramp;
5. Construction of a new multi-lane roundabout on NE 179th Street at NE 15th Avenue (replacing the existing traffic signal);
6. Construction of NE 15th Avenue between the new roundabout on NE 179th Street at NE 15th Avenue and NE 10th Avenue (allowing for termination of the existing NE 10th Avenue connection to NE 179th Street); and
7. Termination of Union Road at NE 179th Street through provision of alternative access for properties along Union Road south of NE 179th Street.

The following improvements at the proposed roadway connections to NE 50th Avenue and NE 179th Street are required for implementation in conjunction with site development:

1. A stop sign will be installed on each of the new public site roadway approaches to NE 50th Avenue and NE 179th Street. The stop signs should be installed in accordance with Clark County standards and the *Manual on Uniform Traffic Control Devices* (MUTCD).
2. Left-turn lanes will be provided on NE 179th Avenue at each of the three site public roadway connections to NE 179th Avenue. The turn lanes should provide at least 50 feet of storage.
    - Provision of an eastbound left-turn lane at the central site access on NE 179th Street (Intersection B) may require off-site right-of-way acquisition to accommodate the

associated roadway widening and tapers along NE 179th Street. If provision of an eastbound left-turn lane is not possible at the time of site development, it may be necessary to restrict the access to right-turns only on an interim basis.

3. While not yet necessitated based on projected 2020 build-out traffic volumes, provision of a northbound left-turn lane at the NE 50th Avenue intersection is required with site development if the NE 50th Avenue frontage widening provides sufficient width to make the improvement.

# Exhibit E – Trip Generation Estimates

## Mill Creek PUD Trip Generation Estimates

| Land Use | ITE Code | Size | Weekday Daily | Weekday AM Peak Hour | | | Weekday PM Peak Hour | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | Total | In | Out | Total | In | Out |
| **Single Family Detached Homes** | **210** | **606 units** | **5,770** | **455** | **114** | **341** | **606** | **382** | **224** |
| **Residential Townhome** | **230** | **99 units** | **576** | **43** | **7** | **36** | **51** | **34** | **17** |
| | | **Total Trips** | **6,346** | **498** | **121** | **377** | **657** | **416** | **241** |

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

*Space above for recording information only.*

**DEVELOPMENT AGREEMENT**

This DEVELOPMENT AGREEMENT (this "Agreement") is entered into by and between CLARK COUNTY, a political subdivision of the State of Washington (the "County") and ROMINGER HOMEPLACE, LLC ("Owner"), a Washington limited liability company, and BTMC, LLC ("Wollam"), a Washington limited liability company, ) on this ___ day of _____, 2019.

**RECITALS**

A. Owner owns certain parcels of real property in unincorporated Clark County Washington (APNs 182170000, 182164000 and 182168000) totaling approximately 38.64 acres, which are more particularly described in Exhibit A, which is attached hereto and incorporated by reference herein (together, the "Property"). Wollam has authority over and development control over the Property.

B. Clark County's 20-Year Comprehensive Growth Management Plan 2015-2035, as adopted by Ordinance No. 2016-06-12 and most recently amended by Interim Ordinance No. 2019-04-02 ("Comprehensive Plan"), provides that an Urban Holding Overlay Plan Designation and Zone ("UH Overlay") may be applied to property with a specific underlying urban zone when development policies require a legislative action pursuant to the requirements of Clark County Code ("CCC") Section 40.560.010 prior to urban development thereon.

C. The Comprehensive Plan applies the UH Overlay to certain property located within the Vancouver Urban Growth Area within the 179th Street Corridor ("179th Street Corridor"). The Property is within this 179th Street Corridor and is subject to the UH Overlay and a zoning overlay designation of Urban Holding-10 ("UH-10"), with underlying plan and zoning designations of Urban Medium Density Residential ("UM") and Residential ("R-12"), respectively.

D. The Connecting Washington transportation funding package approved by the 2016 Washington Legislature is expected to provide money for the reconstruction of the Interstate 5/179th Interchange during the period from 2023 to 2025.

E. The 179th Street Corridor comprises an area lacking in and requiring transportation improvements.

F. Other owners and developers of properties within the 179th Street Corridor ("Killian", "Hinton", and "Holt", collectively "179th Street Developers"), as specifically depicted and identified in the attached Exhibit F attached hereto and incorporated herein (the "Other 179th Street Developments"), have proposed development agreements and transportation improvement plans that would alleviate the transportation deficiencies within the Corridor and facilitate economic development, provided that the UH Overlay is removed to allow for the underlying urban use to be developed.

G. The County finds that approval and implementation of development agreements related to the 179th Street Developments and removal of the UH Overlay would provide the private share contribution for the needed transportation improvements, including right-of-way and intersection and other improvements, thereby facilitating economic development within the area and its larger region.

H. CCC 40.560.010(I) provides that UH Overlay changes are processed through Type IV processes initiated by the County and consistent with the procedures and criteria under the Comprehensive Plan.

I. Clark County Code ("CCC") 40.560.010.I.1 provides that plan map and rezone amendments removing the UH designation must be consistent with the procedures and criteria set forth in the Clark County 20-Year Comprehensive Growth Management Plan 2015-2035, ("Comprehensive Plan"). The Comprehensive Plan provides that to remove the UH overlay, the County must determine that the completion of localized critical links and intersection improvements are reasonably funded as shown on the County's 6-Year Transportation Improvement Plan or through a development agreement.

J. Pursuant to RCW 36.70B.170(1), any local government of the state of Washington is authorized to enter into a development agreement with any owner of real property within its jurisdiction setting forth the development standards that will apply to and govern and vest the development, use and mitigation of the development of the real property during the specified term of the agreement.

K. The County has determined that the proposed mitigation contained within this Agreement, will satisfy the Comprehensive Plan criteria requiring reasonable funding for the completion of localized critical links and intersection improvements, and therefore the UH Overlay will be removed from this Property.

L. The Developer has also proposed a Conceptual Plan for development of the Property, as depicted on Exhibit B and specifically described in Exhibit C, which are both attached hereto and incorporated herein. The Conceptual Plan shows proposed public trails within the development and enhanced pedestrian access to anticipated public transportation corridors and external properties.

M. The Parties desire to provide long-term predictability to both Developer and the County on various development issues through the implementation of this Agreement and its attendant Conceptual Plan. The Parties desire to plan for the development of the Property with advance funding for transportation improvements and predictable infrastructure and regulations.

N. Developer, the County, and the other 179th Developers have collaborated over a number of years through a public-private partnership, to facilitate the implementation of the Comprehensive Plan through the improvement of transportation infrastructure in the area of the 179th Street Corridor. This area faces challenges to development in order to fully implement the Comprehensive Plan, including lack of capacity on existing local roadways and intersections, lack of access to underdeveloped properties, and resulting traffic safety problems. Each Party has dedicated significant resources to planning for that area, which provides a gateway to development of currently underutilized land in the 179th Street Corridor. It is necessary for the Parties to complete certain planning efforts in the area, so that public and private funding will be available to complete the needed infrastructure, and that development of the infrastructure can go forward. Completion of certain intersections and other transportation links in the area will further implement the Comprehensive Plan and allow certain properties to develop, thereby generating further resources for more transportation improvements, and addressing the continuing harm to the public because of the problems and challenges listed above. This Agreement will document the completion of planning relevant to the subject Property, Developer's contributions to the completion of certain infrastructure in the area, and the County's assurances that Developer may proceed as set forth herein.

O. Developer's traffic engineer has prepared trip generation and distribution information based on the expected development of the Property in accordance with the Conceptual Plan (Exhibits B and C), and a copy of the trip generation estimates is attached hereto and incorporated herein as Exhibit E.

P. This Agreement addresses the Comprehensive Plan criteria to remove the UH plan and zoning overlays from the Property and includes Developer's agreement to satisfy the criteria through the construction of or reasonable funding of the mitigation measures, including the critical links and intersections, identified in Exhibit D, which is attached hereto and incorporated herein.

## AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

**Section 1. Development Agreement.** This Development Agreement is 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 its execution by the Parties.

**Section 2. Effective Date; Term of Agreement.** The Effective Date of this Agreement is the later of the following: (1) the date ten (10) days after the day of the County's approval by ordinance or resolution determining that the completion of critical links and infrastructure improvements necessary for development of the Property are reasonably funded, following a public hearing as

provided for in RCW 36.70B.170, or (2) the date on which a fully executed version is recorded with the County Auditor. This Agreement will take effect upon the Effective Date and will terminate ten (10) years thereafter, unless extended or terminated by mutual written consent of the Parties.

**Section 3. Conceptual Plan.**

**3.1 Purpose.** The Conceptual Plan, attached hereto as Exhibits B and C, provides for design mitigation with additional pedestrian connections not required by the County Code for ease of use for public transportation and additional consideration of trail design within the project. The Conceptual Plan will provide the Parties with predictability regarding certain aspects of the future development of the Property, including access location on to public streets and external properties.

**3.2 Preliminary plat approval.** Developer's application for preliminary plat approval may be filed and the County will process such applications upon execution of this Agreement. No public hearing or decision will be made on any applications until the County removes the UH designation from the Property.

**3.3 Engineering Plans.** Concurrently with the County's review of any preliminary plat applications, Developer may submit engineering plans to the County and the County will review those plans in its normal course. If a preliminary plat is approved with design or conditions that are different from concurrently submitted and reviewed final engineering plans, then Developer will resubmit engineering plans that conform to the preliminary plat approvals. Any costs associated with such changes will be the responsibility of Developer. While the County agrees to allow concurrent review of land use applications and final engineering, nothing herein will be construed to require the County to provide expedited review that is different from the County's usual timelines for an application for land use or engineering review.

**3.4 UH Designation Removal.** No final engineering approval will be granted until the UH designation has been removed from the Property and a preliminary plat application has been approved. The application will be processed as a Type III land use application and reviewed by the County. Any approval criteria not addressed and found satisfied in this Agreement will be subject to the approval criteria in effect when the fully complete application is submitted, and will be addressed during the subdivision application and decision process.

**3.5 Vesting.** Except as set forth in this Agreement, future development of the Property is subject to the applicable provisions of the Clark County Code as of the Effective Date.

**Section 4. Effect on Fees or Charges**. As provided for in RCW 36.70B.180, during the term of this Agreement, the development standards provided for in this Agreement will not be subject to unilateral amendment, or amendment to zoning ordinances, development standards, or regulations, or a new zoning ordinance or development standard or regulation adopted after the effective date of this Agreement; provided, however, that except as set forth in Paragraph 6.3 of this Agreement, the vesting granted by this Agreement will not apply to impact fees, taxes, land use or permit application fees, building code provisions, or environmental regulations that do not vest according to Washington State law, which will be vested, determined or calculated consistent with the County's

provisions applicable on the date such fee, charge, or tax is triggered or according to the generally applicable rules for vesting of building code regulations and such environmental regulations. As provided for in RCW 36.70B, the County reserves the right to impose new standards or changes in development regulations to the extent required by a serious threat to public health and safety.

**Section 5. Environmental Review**. For the purposes of this Agreement, no additional SEPA review is required. Any required project-level SEPA review for development at the Property and subject to this Agreement will be submitted during the preliminary plat application process.

**Section 6. Traffic.**

**6.1 Traffic Study.** Kittelson and Associates Transportation Engineers and the County have analyzed the transportation impacts of the full development (based on the conceptual set of future uses and square footages) of the Property as identified in the traffic study and the Conceptual Plan. Based upon this set of uses, the Property at full development will increase the existing number of PM peak hour trips on the transportation system by 325 trips. The trip generation estimates are set forth, attached hereto, and incorporated herein as Exhibit E.

**6.2 Anticipated Impacts.** Based upon Kittelson's analysis as approved by the County, the future development of the Property will be conditioned upon the mitigation measures and timing of construction as provided for in Exhibit D.. The Property will be vested during the term of this Agreement with 325 PM peak hour and 3,250 average daily trips and no off-site transportation mitigation or analysis, other than that provided for in this Agreement, will be required in conjunction with development of the Property during the term of this Agreement; provided however that in the event Wollam proposes uses or intensities of uses that would cause the total number of PM peak or average daily trips to exceed the number of trips set forth in this Section 6.2, then the County shall require additional transportation analysis and lawful mitigation, according to the standards in effect for all of the proposed uses and/or intensities of uses, and for all of the trips . The transportation vesting provided for in this Section will be subject to the mitigation measures and the timing provided in Exhibit D. Some of the transportation improvements may be on the County's Transportation Capital Facility Plan. Wollam , upon construction of qualifying transportation improvement, will be eligible to apply for TIF Credits, but only if such improvements are eligible for credits under the County's applicable Capital Facilities Plan and TIF programs.

**6.3 Traffic Impact Fees; Advance Payment.** To increase the County's ability to fund and construct certain transportation improvements in the area that will provide systemic benefits in excess of the impacts that will be created through the implementation of the Conceptual Plan, Developer agrees to accelerate the manner in which Developer or a successor in interest to the Property would pay Transportation Impact Fees ("TIFs"). Developer will pay TIFs associated with the Property based on the TIF rate applicable at the time this Agreement becomes effective. In addition to the payment of TIF, Developer will also pay the Surcharge as described below. Instead of paying TIFs as the time of individual building permits, as it currently provided for by the County's Code, Developer, or its successor in interest, agrees to the following permit application and TIF payment schedule.

**a.** Developer shall submit a fully complete application for preliminary plat approval of approximately 325 lots prior to February 15, 2020 with a phasing

plan. Assuming Developer receives preliminary plat approval and no appeal is filed, Developer will pay within 30 days of receiving preliminary plat approval the sum of $3,025.00 for each lot receiving preliminary plat approval.

**b.** Developer shall submit a fully complete application for final plat Phase I approval for 125lots prior to December 31, 2021. Developer shall submit a fully complete application for final plat Phase II approval for 100 lots prior to December 31, 2022. Developer shall submit a fully complete application for final plat Phase III approval for 100 lots by July 15, 2023. If Developer submits an application for final plat approval for all lots, assuming Developer receives final plat approval, Developer will pay $3,025.00 for each lot receiving final plat approval. Developer may alternatively submit an application for final plat approval for the lots in phases. If Developer submits an application for final plat approval for a certain amount of lots in multiple phases, assuming Developer receives final plat approval for those respective phases, Developer will pay $3,025.00 for each lot receiving final plat approval in the respective phase.

**c.** In addition to the TIF, Developer shall pay an additional surcharge in the amount of $3,500.00 per lot (the "Surcharge") for each building permit for each lot developed on the Property. Developer shall pay the Surcharge at the time of the issuance of the building permit. Developer anticipates applying for building permits following the approvals of each phase as provided in paragraph 6.3(b) above. Regardless of the schedule provided for in Section 6.3.(a)-(b)above, Developer agrees that by December 31, 2023, if the combined amount of TIF and Surcharge already paid by Developer is less than $1,400,000.00, then Developer shall, on or before December 31, 2023, pay to the County the difference between what Developer has paid in combined TIF and Surcharge and $1,400,000.00 (the "Gap Amount"). The Gap Amount will be applied in the future to subsequent preliminary plat, final plat, or building permit applications on the Property as pre-paid TIF or prepaid Surcharge. Nothing in this Agreement limits to $1,400,000.00 Developer's total obligations to pay combined TIF and Surcharge that may arise from the Property's future development approvals.

**d.** Notwithstanding any other provision of Section 6 of this Agreement relating to timing of the submission of a preliminary plat application or the submission of a final plat application, Developer need not submit any of the applications referenced in Section 6 of this Agreement, if Developer timely makes the payment that otherwise would be due if such application has been submitted and approved. Nothing in this paragraph will be construed to alter the dates upon which such TIF payments will be made to the County as provided for in Section 6 of this Agreement, regardless of whether Developer submits any land use applications.

**e.** If Developer fails to timely make any payment due pursuant to Section 6 of this Agreement, Developer may not submit, and County may not process, any further land use or permit application relating to development of the Property until all payments then due in accordance with Section 6 have been fully made.

**Section 7. Threat to Public Health**. Nothing in this Section will preclude the County from requesting information on the potential adverse environmental impacts associated with a specific land use application that have not been previously analyzes as required under SEPA.

## MISCELLANEOUS PROVISIONS

**Section 8. Recitals.** The Recitals contained herein are agreed to be binding obligations on the Parties, as their terms provide.

**Section 9. Counterparts.** This Agreement may be executed in counterparts; however all signature pages will be recorded together, and the complete recorded Agreement, including Exhibits A-F, will constitute the final instrument.

**Section 10. Amendments; Termination.** The Parties may agree to any amendments to this Agreement to facilitate necessary infrastructure improvements and other matters; provided, however, that this Agreement may only be amended by mutual, written agreement of the Parties that is approved by the Clark County Council pursuant to a Type IV legislative process as set forth in the Clark County Code. 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.

**Section 11. 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.

**Section 12. 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. Developer has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby.

**Section 13. 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.

**Section 14. Public Hearing.** The Clark County Council has approved execution of this Agreement by resolution after a public hearing.

**Section 15. 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.

**Section 16. 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.

**Section 17. 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 reasonable attorney fees and costs. It is understood and agreed that to the extent Clark County prevails in a suit, action or other proceeding relating to this agreement, it will be entitled to recover it's reasonable attorney fees calculated on an hourly basis regardless of whether it is represented by in house counsel and/or outside counsel.

**Section 18. 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.

**Section 19. 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.

**Section 20. Inconsistencies.** If any provisions of the Clark County 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.

**Section 21. Survival.** Any promise 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.

**Section 23. 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.

**Section 24. Entire Agreement.** This Agreement, including its exhibits attached hereto, constitutes the entire agreement between the Parties as to the subject matter.

**Section 25. 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: | Attn. Shawn Henessee, County Manager<br>PO Box 5000<br>Vancouver, WA 98666-5000 |
| With a copy to: | Christine Cook or<br>Taylor Hallvik<br>Deputy Prosecuting Attorney<br>1013 Franklin Street<br>Vancouver, WA 98660 |

| | |
|---|---|
| Owner: | Rominger Homeplace, LLC<br>12112 NW 31st Ave<br>Vancouver, WA 98665 |
| Developer | BTMC, LLC<br>Terry Wollam, Jr.<br>7701 NE Greenwood Dr, Ste 100<br>Vancouver, WA 98662 |
| With a copy to: | Jordan Ramis, PC<br>Attn: James D. Howsley<br>1499 SE Tech Center Place, Suite 380<br>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.

**Section 26. 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.

**Section 27. 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.

Rominger Homeplace, LLC

_____ _____

By: Date

Its: _____

BTMC, LLC

_____ _____

By: Terry Wollam Date

Its: Managing Member

Clark County

_____ _____

By: Date

Its: _____

DRAFT

State of Washington )
) ss.
County of Clark )

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

Dated: _____, 2019

_____
Signature
My Commission Expires: _____

State of Washington )
) ss.
County of Clark )

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

Dated: _____, 2019

_____
Signature
My Commission Expires: _____

State of Washington )
) ss.
County of Clark )

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

Dated: _____, 2019

_____
Signature
My Commission Expires: _____

Approved as to form:

_____
County Attorney

DRAFT

## EXHIBIT INDEX

**EXHIBIT A – LEGAL DESCRIPTIONS**
**EXHIBIT B – CONCEPTUAL PLAN DEPICTION**
**EXHIBIT C – CONCEPTUAL PLAN NARRATIVE**
**EXHIBIT D – MITIGATION MEASURES AND TIMING OF CONSTRUCTION**
**EXHIBIT E – TRIP GENERATION ESTIMATES**
**EXHIBIT F – OTHER 179TH STREET DEVELOPMENTS**

DRAFT

**EXHIBIT A**

Legal Description

DRAFT

**EXHIBIT B**

Title

DRAFT

**EXHIBIT C**

Title

DRAFT

**EXHIBIT A**

Parcel I: APN: 182164-000

The South half of the following described real property:

The Northwest quarter of the Northwest quarter of Section Fifteen (15), Township Three (3) North, Range One (1) East of the Willamette Meridian;

EXCEPT right of way granted to Clark County, Washington, under auditor's file 64126 and G298128, of records of said county.

EXCEPT County or public roads; and

Parcel II: APN: 182168-000

The North half of the following described real property:

The Northwest quarter of the Northwest quarter of Section Fifteen (15), Township Three (3) North, Range One (1) East of the Willamette Meridian;

EXCEPT the following described property:

Beginning at a point 368.0 West from the Northeast corner of the Northwest quart of the Northwest quarter of Section 15, Township 3, North Range 1 East of the Willamette Meridian; running thence West 160 feet; then South 150 fee; thence East 160 feet; then North 150 feet.

EXCEPT right of way granted to Clark County, Washington, under auditor's file numbers F64126 and G297884, Records of said county.

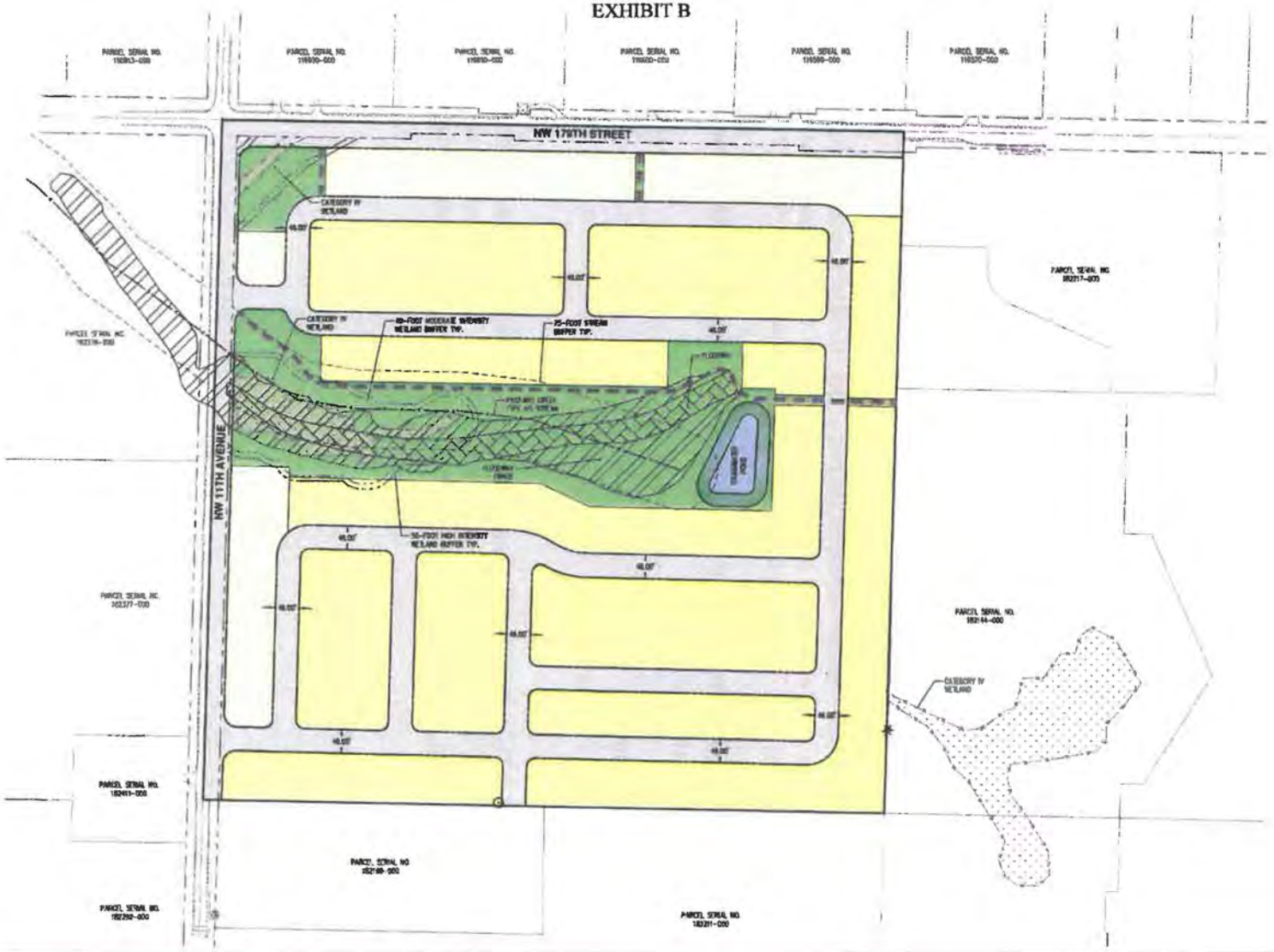
EXCEPT County or public roads.

Parcel III: 182170-000

Beginning at a point 368.0 West from the Northeast corner of the Northwest quart of the Northwest quarter Section of 15, Township 3, North Range 1 East of the Willamette Meridian; running thence West 160 feet; thence South 150 feet; thence East 160 feet; thence North 150 feet.

EXCEPT County or public roads.

EXHIBIT B




## LEGEND

- 32' WIDE DETACHED SINGLE FAMILY LOTS
- 50' WIDE DUPLEX LOTS
- CRITICAL AREAS/OPEN SPACE
- MULTI-USE PATH

## NOTES:

1. ALL WETLAND AND CREEK LINE WORK IS FROM CLARK COUNTY GIS AND FINAL LOCATION WILL BE SURVEYED ONCE DELINEATION IS COMPLETE.
2. THIS LAYOUT ASSUMES ALL WETLANDS ARE CATEGORY III WITH 50-FOOT HIGH INTENSITY BUFFERS REDUCED TO 40-FOOT MODERATE INTENSITY BUFFERS WITH MITIGATION MEASURES.
3. THERE IS EXISTING GRAVEL THAT RUNS ALONG THE PROPERTY LINE. THIS LAYOUT ASSUMES THE GRAVEL FUNCTIONALLY ISOLATES THE WETLAND, SO NO BUFFER EXISTS ON SITE.

## LOTS:

| | DIMENSIONS | AREA |
|---|---|---|
| 32' WIDE DETACHED: | 32'x67.5' | 2,200 |
| 50' WIDE DUPLEX: | 50'x93.5' | 4,825 |

SIZES SHOWN ARE MINIMUMS FOR EACH LOT TYPE. ALL CORNER LOTS ARE LARGER.

## DENSITY CALCULATIONS (ZONE R-12)

| | |
|---|---|
| GROSS AREA: | 1,738,364 SF (39.91 AC) |
| RIGHT-OF-WAY AREA: | 455,022 SF (10.45 AC) |
| CRITICAL AREAS: | 204,656 SF (4.70 AC) |
| NET AREA: | 1,078,683 SF (24.76 AC) |
| MINIMUM UNITS ALLOWED (24.76 AC X 8 DU): | 198 |
| MAXIMUM UNITS ALLOWED (29.46 AC X 12 DU): | 353 |

N

SCALE: 1" = 100 FEET

DATE: 08/05/2019 AKS JOB #373

AKS ENGINEERING & FORESTRY, LLC
9600 NE 126TH AVE, STE 2520
VANCOUVER, WA 98682
360.882.0419
WWW.AKS-ENG.COM

ENGINEERING · SURVEYING · NATURAL RESOURCES
FORESTRY · PLANNING · LANDSCAPE ARCHITECTURE

# DEVELOPMENT CONCEPT
# NE 179TH STREET SUBDIVISION

**WOLLAM & ASSOCIATES**
**CLARK COUNTY, WASHINGTON**

**EXHIBIT C**

Conceptual Plan Narrative

- The project contemplates approximately 325 single family residential lots consistent with the Development Agreement and Exhibit E
- This project will conform to the Urban Medium Residential R-12 zoning and Clark County Development Code with a mix of detached and attached single family housing products
- The Clark County Fairgrounds, Sunlight Supply Amphitheater, Fairgrounds Community Park, and Whipple Creek Regional Park are located either adjacent or in the nearby vicinity and the development contemplates a trail to connect with these existing amenities and provide potential for further continuation of additional of a trail off site.
- The project contemplates a trail running across in an west to east direction across the Property to connect with the Fairgrounds Property on the Property's eastern boundary
- The trail will have a dedicated pathway and will provide direct access to the NW 11th Avenue a public street
- The project also contemplates additional pedestrian pathways between the development and NW 179th Street which are currently not required by the Clark County Development Code
- The development will not take direct access onto NW 179th Street, but will take its access for the subdivision viw two locations on NW 11th Avenue
- The Development will provide for future connections via stubbed public streets and necessary dedications

**EXHIBIT D**

Mitigation Measures and Timing of Construction

Development of the Wollam Property presumes several planned transportation improvements will be constructed or deemed reasonably funded within six years along the NE 179th Street corridor which the Developer will be contributing financially towards. The assumed improvements include:

1. Completion of NE 10th Avenue between NE 154th Street and NE 164th Street (currently under construction by Clark County)

2. Reconfiguration of the I-5 Northbound off-ramp/NE 179th Street intersection to provide:
   - Two northbound left-turn lands and two northbound right turn lanes; and
   - Two westbound through lanes and a separate westbound right-turn lane to the I-5 northbound on ramp

3. Widening and competition of the NE 15th Avenue between NE 179th Street and NE 10th Avenue to an ultimate improvement width (providing two westbound and two eastbound through travel lanes between the I-5 Northbound off-ramp/NE 179th Street intersection and NE 15th Avenue);

4. Construction of a new multi-lane roundabout on NE 179th Street approximately midway between NE 15th Avenue and the I-5 Northbound off-ramp;

5. Construction of a new multi-lane roundabout on NE 179th Street at NE 15th Avenue (replacing the existing traffic signal);

6. Construction of a new multi-lane roundabout on NE 179th Street at NE 15th Avenue and NE 10th Avenue (allowing for termination of the existing NE 10th Avenue connection to NE 179th Street); and

7. Termination of the Union Road at NE 179th Street through provision of alternative access for properties along Union Road south of NE 179th Street

The following improvements will occur in conjunction with site development.

1. Frontage improvements along NE 179th Street to meet the specifications of the County's arterial atlas and road standards.

2. Frontage improvements along NW 11th Avenue to meet the specifications of the County's arterial atlas and road standards.

3. Other conditions of approval as conditioned as part of the subdivision approval process.

**EXHIBIT E**

Trip Generation Estimates
ITE 10th Edition

Wollam Property Development

| Land Use | ITE Code | Size | Weekday Daily | Weekday Am Peak Hour | | | Weekday PM Peak Hour | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | Total | In | Out | Total | In | Out |
| Single Family Detached Homes | 210 | 325 Units | 3,068 | 241 | 60 | 181 | 325 | 205 | 120 |
| Total Trips | | | 3,068 | 241 | 60 | 181 | 325 | 205 | 120 |

EXHIBIT F

DATE **7/11/2018**



# NE 179TH STREET IMPROVEMENTS

PHASING INTERIM IMPROVEMENTS, SUPPORTING ULTIMATE SOLUTIONS

KITTELSON & ASSOCIATES

# Interchange Vicinity

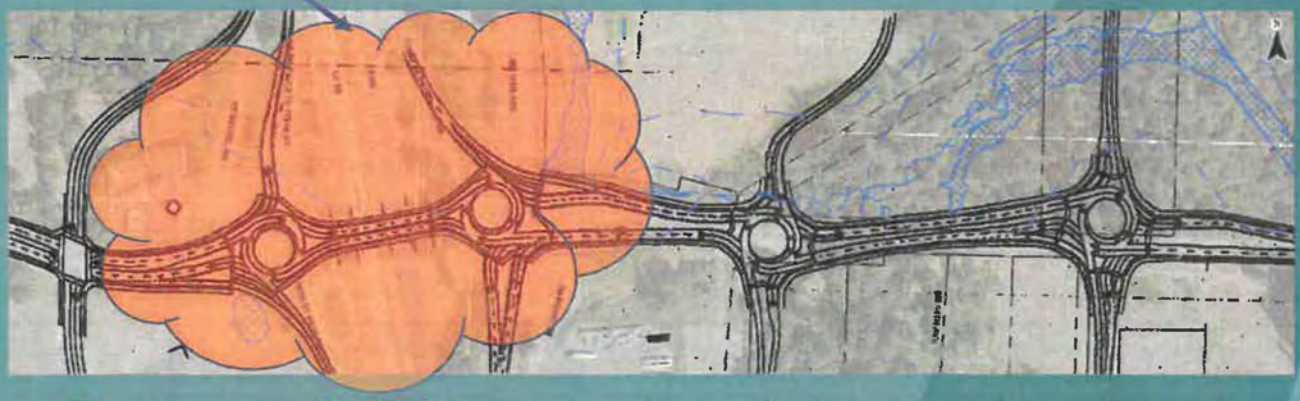


# Development Summary and PM Peak Hour Trips

| Project | Assumed Use | PM Peak Hour Trip Generation |
|---|---|---|
| Killian Pacific/Three Creeks Master Plan | 60,000 Sq. Ft. Retail (DA Approved Phase 1) | 425 total |
| | Three Creeks North Phase 1 (up to 200 single family detached homes and 326 apartment units) | 402 total |
| | Phase 2 NE 179th Street Commercial Center (DA Approved Phase 2) | 711 total |
| Mill Creek PUD | PUD Buildout (606 single family homes and 99 townhomes) | 657 total |
| Hinton Property | 129 single family homes | 129 total |
| Wollam Property | 220 single family homes | 220 total |

# Potential Ultimate Corridor Improvements

Future WSDOT I-5/179th
Interchange Improvements



# Proposed Interim Corridor Improvements



# Cost of Interim Mitigations: NE 179th St: I-5 NB Ramp to NE 15th Av*

- $20.6 million
  - Widens 179th Street east of I-5
  - Cul-de-sacs 10th Avenue & Union Road
  - Reconstructs I-5 northbound ramp signal
  - Temporary 10th Avenue connection
  - New ultimate 12th Avenue roundabout
  - Adds turn lanes on 179th at 15th Avenue
  - Excludes of right-of-way costs



- Accommodates multiple developments
  - Three Creeks Phase 1 (60,000 sq. ft. retail previously vested)
  - Three Creeks North Master Plan Housing
  - Three Creeks Phase 2 (south retail previously vested)
  - Mill Creek PUD
  - Hinton Property
  - Wollam Property

**Excludes other off-site concurrency requirements*

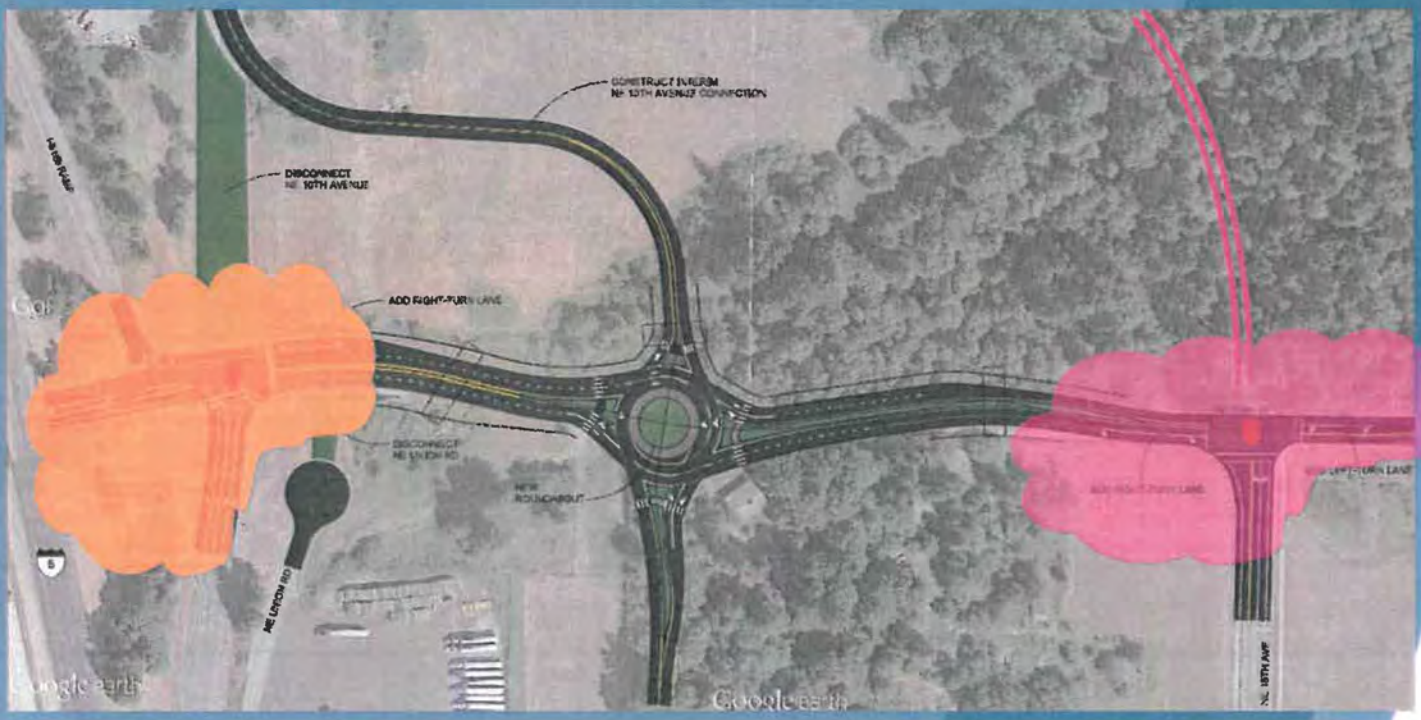
# Interim Improvements:
# PM Peak Hour % of Capacity Utilized



# Future Queues with Interim Improvements
# 2020 PM Peak Hour Analysis



# Interim Roundabout Compatibility with Long-term Plans




Area to be improved with WSDOT Interchange Project ← Ultimate Improvements → Future 15th Avenue, Roundabout & 4-5 Lane 179th Street

# Extra slides for Questions (if needed)



# Conceptual Ultimate Improvement



# Interim Improvements:
# AM Peak Hour %of Capacity Utilized



# Recommended Mitigations

| Project | Phase | Recommended Mitigation on NE 179th Street between NE Delfel Road (North) and NE 15th Avenue |
|---|---|---|
| Killian Pacific/Three Creeks Master Plan | 60,000 Sq. Ft. Retail (DA Approved Phase 1) | No mitigation required, proceed as previously approved. |
| | Three Creeks North Phase 1 (up to 200 single family detached homes and 326 apartment units) | 1) NE 15th Avenue/NE 179th Street intersection: construct an eastbound right-turn lane with a right-turn signal overlap<br>While not required for concurrency, consider voluntary improvements to terminate Union Road connection to NE 179th Street |
| | Phase 2 NE 179th Street Commercial Center (DA Approved Phase 2) | 1) Construction of a new multi-lane roundabout on NE 179th Street (with separate southbound right-turn lane) approximately midway between NE 15th Avenue and the I-5 Northbound off-ramp (NE 12th Avenue)<br>2) Elimination of the existing NE 10th Avenue connection to NE 179th Street aligned with the I-5 Northbound off-ramp (Refer to Figure 4)<br>3) Temporary extension of NE 10th Avenue to the new NE 12th Avenue multilane roundabout (forming the north approach to the roundabout)<br>a. This change allows for re-routing the existing NE 10th Avenue trips on an interim basis, creating capacity at the I-5 Northbound off-ramp/NE 179th Street intersection<br>b. In the alternative, the temporary NE 10th Avenue extension would be unnecessary if NE 15th Avenue is first extended from NE 179th Street to NE 10th Avenue. Should NE 15th Avenue be constructed first, the north approach of the new NE 12th Avenue roundabout would be operated as a local street connection to serve properties between the NE 15th Avenue extension and NE 179th Street.<br>4) Reconfiguration of the I-5 Northbound off-ramp/NE 179th Street intersection to provide:<br>a. two northbound left-turn lanes and two northbound right-turn lanes; and<br>b. two westbound through lanes and a separate westbound right-turn lane to the I-5 northbound on-ramp<br>5) Widening of NE 179th Street to provide two westbound and two eastbound through travel lanes between the I-5 Northbound off-ramp/NE 179th Street intersection and the new NE 12th Avenue roundabout<br>6) Termination of Union Road south of NE 179th Street through provision of alternative access for properties along Union Road south of NE 179th Street<br>7) Widening of NE 179th Street between the new NE 12th Avenue roundabout and NE 15th Avenue to provide:<br>a. two eastbound through travel lanes through the NE 12th Avenue roundabout, with the second eastbound lane becoming an interim right-turn drop lane at NE 15th Avenue; and<br>b. one westbound through lane at NE 15th Avenue that opens to two westbound through travel lanes approaching the NE 12th Avenue roundabout.<br>8) Modification of the NE 15th Avenue/NE 179th Street intersection: construct a westbound left-turn lane |
| Mill Creek PUD | PUD Buildout (606 single family homes and 99 townhomes) | |
| Hinton Property | 129 single family homes | |
| Wollam Property | 220 single family homes | |

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

*Space above for recording information only.*

**DEVELOPMENT AGREEMENT**

This DEVELOPMENT AGREEMENT (this "Agreement") is entered into by and between CLARK COUNTY, a political subdivision of the State of Washington (the "County") and M & H WASHINGTON PROPERTY, LLC ("Owner"), a Washington limited liability company, and HINTON DEVELOPMENT CORP. ("Hinton"), a Washington corporation on this ___ day of _____, 2019. Owner and Hinton are together referred to as the "Developer", and those three terms include any successor in interest to the Property during the term of this Agreement.

**RECITALS**

DRAFT

A. Owner owns certain real property in unincorporated Clark County Washington (APN 181675000) totaling approximately 32.45 acres, which is more particularly described in Exhibit A, which attached hereto and incorporated by reference herein (together, the "Property"). Hinton has authority over and development control over the Property.

B. Clark County's 20-Year Comprehensive Growth Management Plan 2015-2035, as adopted by Ordinance No. 2016-06-12 and most recently amended by Ordinance No. 2019-02-02 ("Comprehensive Plan"), provides that an Urban Holding Overlay Plan Designation and Zone ("UH Overlay") may be applied to property with a specific underlying urban zone when development policies require a legislative action pursuant to the requirements of Clark County Code ("CCC") Section 40.560.010 prior to urban development thereon.

C. The Comprehensive Plan applies the UH Overlay to certain property located within the Vancouver Urban Growth Area within the 179th Street Corridor ("179th Street Corridor"). The Property is within this 179th Street Corridor and is subject to the UH Overlay and a zoning overlay designation of Urban Holding-10 ("UH-10"), with underlying plan and zoning designations of Urban Low Density Residential ("UL") and Single Family Residential ("R1-10"), respectively.

D. The Connecting Washington transportation funding package approved by the 2016 Washington Legislature is expected to provide money for the reconstruction of the Interstate 5/179th Interchange during the period from 2023 to 2025.

E. The 179th Street Corridor comprises an area lacking in and requiring said transportation improvements.

F. Other owners and developers of properties within the 179th Street Corridor ("Killian", "Wollam" and "Holt", collectively "179th Street Developers"), as specifically depicted and identified in the Exhibit F, attached hereto and incorporated herein, (the "Other 179th Street Developments"), have proposed development agreements and transportation improvement plans that would alleviate the transportation deficiencies within the Corridor and facilitate economic development, provided that the UH Overlay is removed to allow for the underlying urban use to be developed.

G. The County finds that approval and implementation of those development agreements related to the 179th Street Developments and removal of the UH Overlay would provide the private share contribution for the needed transportation improvements, including right-of-way and intersection and other improvements, thereby facilitating economic development within the area and its larger region.

H. CCC 40.560.010(I) provides that UH Overlay changes are processed through Type IV processes initiated by the County and consistent with the procedures and criteria under the Comprehensive Plan.

I. CCC 40.560.010.I.1 provides that plan map and rezone amendments removing the UH designation must be consistent with the procedures and criteria set forth in the Clark County 20-Year Comprehensive Growth Management Plan 2015-2035 ("Comprehensive Plan").The Comprehensive Plan provides that to remove the UH overlay, the County must determine that the completion of localized critical links and intersection improvements are reasonably funded as shown on the County's 6-Year Transportation Improvement Plan or through a development agreement.

I.

J. Pursuant to RCW 36.70B.170(1), any local government of the state of Washington is authorized to enter into a development agreement with any owner of real property within its jurisdiction setting forth the development standards that will apply to and govern and vest the development, use and mitigation of the development of the real property during the specified term of the agreement.

K. The County has determined that the proposed mitigation contained within this Agreement will satisfy the Comprehensive Plan criteria requiring reasonable funding for the completion of localized critical links and intersection improvements, and therefore the UH Overlay will be removed from this Property.

L. The Developer has also proposed a Conceptual Plan for development of the Property, as depicted on Exhibit B and specifically described in Exhibit C, which are both attached hereto and incorporated herein. The Conceptual Plan shows the proposed public trails within the development that enhances pedestrian access to, from and within the Property and external properties.

M. The Parties desire to provide long-term predictability to both Developer and the County on various development issues through the implementation of this Agreement and its attendant Conceptual Plan. The Parties desire to plan for the development of the Property with advance funding for transportation improvements and predictable infrastructure and regulations.

N. Developer, the County, and the other 179th Developers have collaborated over a number of years through a public-private partnership, to facilitate the implementation of the Comprehensive Plan through the improvement of transportation infrastructure in the area of the 179th Street Corridor. This area faces challenges to development in order to fully implement the Comprehensive Plan, including lack of capacity on existing local roadways and intersections, lack of access to underdeveloped properties, and resulting traffic safety problems. Each Party has dedicated significant resources to planning for that area, which provides a gateway to development of currently underutilized land in the 179th Street Corridor. It is necessary for the Parties to complete certain planning efforts in the area, so that public and private funding will be available to complete the needed infrastructure, and that development of the infrastructure can go forward. Completion of certain intersections and other transportation links in the area will further implement the Comprehensive Plan and allow certain properties to develop, thereby generating further resources for more transportation improvements, and addressing the continuing harm to the public because of the problems and challenges listed above. This

Agreement will document the completion of planning relevant to the subject Property, Developer's contributions to the completion of certain infrastructure in the area, and the County's assurances that Developer may proceed as set forth herein.

O. Developer's traffic engineer has prepared trip generation and distribution information based on the expected development of the Property in accordance with the Conceptual Plan (Exhibits B and C), and a copy of the trip generation estimates is attached hereto and incorporated herein as Exhibit E.

P. This Agreement addresses the Comprehensive Plan criteria to remove the UH plan and zoning overlays from the Property and includes Developer's agreement to satisfy the criteria through the construction of or reasonable funding of the mitigation measures, including the critical links and intersections, identified in Exhibit D, which is attached hereto and incorporated herein.

**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 its execution by the Parties.

**Section 2. Effective Date; Term of Agreement.** The Effective Date of this Agreement is the later of the following: (1) the date ten (10) days after the day of the County's approval by ordinance or resolution determining that the completion of critical links and infrastructure improvements necessary for development of the Property are reasonably funded, following a public hearing as provided for in RCW 36.70B.170, or (2) the date on which a fully executed version is recorded with the County Auditor. This Agreement will take effect upon the Effective Date and will terminate ten (10) years thereafter, unless extended, or terminated by mutual written consent of the Parties.

**Section 3. Conceptual Plan.**

**3.1 Purpose.** The Conceptual Plan, attached hereto as Exhibits B and C, provides for design mitigation with additional pedestrian connections not required by County Code for ease of use for public transportation and additional consideration of trail design within the project. The Conceptual Plan will provide the Parties with predictability regarding certain aspects of the future development of the Property, including public trails and walkways internal to the property and that can connect with offsite developments in the future..

**3.2 Preliminary plat approval.** Developer's application for preliminary plat approval may be filed and the County will process such applications upon execution of this agreement. No public hearing or decision will be made on any applications until the County removes the UH designation from the Property.

**3.3 Engineering Plans.** Concurrently with the County's review of any preliminary plat applications, Developer may submit engineering plans to the County and the County will review those plans in its normal course. If a preliminary plat is approved with design or conditions that are different from concurrently submitted and reviewed final engineering plans, then Developer will resubmit engineering plans that conform to the preliminary plat approvals. Any costs associated with such changes will be the responsibility of Developer. While the County agrees to allow concurrent review of land us applications and final engineering, nothing herein will be construed to require the County to provide expedited review that is different from the County's usual timelines for an application for land use or engineering review.

**3.4 UH Designation Removal.** No final engineering approval will be granted until the UH designation has been removed from the Property and a preliminary plat application has been approved. The application will be processed as a Type III land use application and reviewed by the County. Any approval criteria not addressed and found satisfied in this Agreement will be subject to the approval criteria in effect when the fully complete application is submitted, and will be addressed during the subdivision application and decision process.

**3.5 Vesting.** Except as set forth in this Agreement, future development of the Property is subject to the applicable provisions of the Clark County Code as of the Effective Date.

**Section 4. Effect on Fees or Charges**. As provided for in RCW 36.70B.180, during the term of this Agreement, the development standards provided for in this Agreement will not be subject to unilateral amendment, or amendment to zoning ordinances, development standards, or regulations, or a new zoning ordinance or development standard or regulation adopted after the effective date of this Agreement; provided, however, that except as set forth in Paragraph 6.3 of this Agreement, the vesting granted by this Agreement will not apply to impact fees, taxes, land use or permit application fees, building code provisions, or environmental regulations that do not vest according to Washington State Law, which will be vested, determined or calculated consistent with the County's provisions applicable on the date such fee, charge, or tax is triggered or according to the generally applicable rules for vesting of building code regulations and such environmental regulations. As provided for in RCW 36.70B, the County reserves the right to impose new standards or changes in development regulations to the extent required by a serious threat to public health and safety.

**Section 5. Environmental Review**. For the purposes of this Agreement, no additional SEPA review is required. Any required project-level SEPA review for development at the Property and subject to this Agreement will be submitted during the preliminary plat application process.

**Section 6. Traffic.**

**6.1 Traffic Study.** Kittelson and Associates Transportation Engineers and the County have analyzed the transportation impacts of the full development (based on the conceptual set of future uses and square footages) of the Property as identified in the traffic study and the Conceptual Plan. Based upon this set of uses, the Property at full development will increase the existing number of PM peak hour trips on the transportation system by 129 trips. The trip generation estimates are set forth, attached hereto and incorporated herein as Exhibit E.

**6.2 Anticipated Impacts.** Based upon Kittelson's analysis as approved by the County, the future development of the Property will be conditioned upon the mitigation measures and timing of construction as provided for in Exhibit D.. The Property will be vested during the term of this Agreement with 129 PM peak hour and 1,290 average daily trips and no off-site transportation mitigation or analysis, other than provided for in this Agreement, will be required in conjunction with development of the Property during the term of this Agreement; provided however that in the event Hinton proposes uses or intensities of uses that would cause the total number of PM peak or average daily trips to exceed the number of trips set forth in this Section 6.2, the increased trips will be subject to review and required mitigation under the County's concurrency ordinance in effect when the application vests. In the case of increased trips, vesting will occur no sooner than the Developer submits a fully complete application to the County. Except when the Developer proposes increased trips, the transportation vesting provided for in this Section will be subject to the mitigation measures and the timing provided in Exhibit D. Some of the transportation improvements may be on the County's Transportation Capital Facility Plan. Hinton upon construction of qualifying transportation improvement, will be eligible to apply for TIF Credits, but only if such improvements are eligible for credits under the County's applicable Capital Facilities Plan and TIF programs.

**6.3 Traffic Impact Fees; Advance Payment.** To increase the County's ability to fund and construct certain transportation improvements in the area that will provide systemic benefits in excess of the impacts that will be created through the implementation of the Conceptual Master Plan, Developer agrees to accelerate the manner in which Developer or a successor in interest to the Property would pay Transportation Impact Fees ("TIFs"). Developer will pay TIFs associated with the Property based on the TIF rate applicable at the time this Agreement becomes effective. In addition to the payment of TIF, Developer will also pay the Surcharge as described below. Instead of paying TIFs as the time of individual building permits, as it currently provided for by the County's Code, Developer, or its successor in interest, agrees to the following permit application and TIF payment schedule.

**a.** Developer will submit a fully complete application for preliminary plat approval of approximately 129 lots prior to February 15, 2020 with a phasing . Assuming Developer receives preliminary plat approval and no appeal is filed, Developer will pay within 30 days of receiving preliminary plat approval the sum of $3,025.00for each lot receiving preliminary plat approval.

**b.** Developer will submit an application for final plat Phase I approval for 50 lots prior to Decemberb 31, 2021. Developer shall submit a fully complete application for final plat for Phase II approval for 50 lots prior to December 31, 2021. Developer shall submit a fully complete application for final plat for Phase II approval for 29 lots prior to July 15, 2023. If Developer submits an application for final plat approval for all lots, assuming Developer receives final plat approval, Developer will pay $3,025.00for each lot receiving final plat approval. Developer may alternatively submit an application for final plat approval for the lots in phases. If Developer submits an application for final plat approval for a certain amount of lots in multiple phases, assuming Developer receives final plat approval for those respective phases, Developer will pay $3,025.00for each lot receiving final plat approval in the respective phase.

**c.** In addition to the TIF, Developer shall pay an additional surcharge in the amount of $3,500 per lot (the "Surcharge") for each building permit for each lot developed on the Property. Developer shall pay the Surcharge will at the time of the issuance of the building permit. Developer anticipates building permits following the approvals of each phase as provided for in paragraph 6.3(b) above. Regardless of the schedule provided for in Section 6.3.a above, Developer agrees that by December 31, 2023, if the combined amount of TIF and Surcharge paid by Developer is less than $900,000.00, then Developer shall , on or before December 31, 2023, pay to the County the difference between what Developer has paid in combined TIF and Surcharge and $900,000.00 (the "Gap Amount"). The Gap Amount will be applied in the future to subsequent preliminary plat, final plat, or building permit applications on the Property as pre-paid TIF or prepaid Surcharge. Nothing in this Agreement limits to $900,000.00 Developer's total obligations to pay combined TIF and Surcharge that may arise from the Property's future development approvals.

**d.** Notwithstanding any other provision of Section 6 of this Agreement relating to timing of the submission of a preliminary plat application or the submission of a final plat application, Developer need not submit any of the applications referenced in Section 6 of this Agreement, if Developer timely makes the payment that otherwise would be due if such application has been submitted and approved. Nothing in this paragraph will be construed to alter the dates upon which such TIF payments will be made to the County as provided for in Section 6 of this Agreement, regardless of whether Developer submits any land use applications.

e. If Developer fails to timely make any payment due pursuant to Section 6 of this Agreement, Developer may not submit, and County may not accept or process, any further land use or permit application relating to development of the Property until all payments then due in accordance with Section 6 have been fully made.

**Section 7. Threat to Public Health**. Nothing in this Section will preclude the County from requesting information on the potential adverse environmental impacts associated with a specific land use application that have not been previously analyzes as required under SEPA.

## MISCELLANEOUS PROVISIONS

**Section 8. Recitals. The Recitals contained herein are agreed to be binding obligations on the Parties, as their terms provide.**

**Section 9. Counterparts.** This Agreement may be executed in counterparts; however all signature pages will be recorded together, and the complete recorded Agreement, including Exhibits A-F, will constitute the final instrument.

**Section 10. Amendments; Termination.** The Parties may agree to any amendments to this Agreement to facilitate necessary infrastructure improvements and other matters; provided, however, that this Agreement may only be amended by mutual, written agreement of the Parties that is approved by the Clark County Councilors pursuant to a Type IV legislative process as set

forth in the Clark County Code. 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.

**Section 11. 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.

**Section 12. 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. Developer has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby.

**Section 13. 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.

**Section 14. Public Hearing.** The Clark County Council has approved execution of this Agreement by resolution after a public hearing.

**Section 15. 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.

**Section 16. 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.

**Section 17. 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 reasonable attorney fees and costs. ,. It is understood and agreed that to the extent that Clark County prevails in a suit, action or other proceeding relating to this Agreement it will be entitled to recover it's reasonable attorney fees calculated on an hourly basis regardless of whether it is represented by in house counsel and/or outside counsel.

**Section 18. 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.

**Section 19. 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.

**Section 20. Inconsistencies.** If any provisions of the Clark County 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.

**Section 21. Survival.** Any promise 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.

**Section 23. 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.

**Section 24. Entire Agreement.** This Agreement, including its exhibits attached hereto, constitutes the entire agreement between the Parties as to the subject matter.

**Section 25. 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: | Attn. Shawn Henessee, County Manager<br>PO Box 5000<br>Vancouver, WA 98666-5000 |
| With a copy to: | Christine Cook<br>Senior Deputy Prosecuting Attorney or<br>Taylor Halvik<br>Deputy Prosecuting Attorney<br>1013 Franklin Street<br>Vancouver, WA 98660 |
| Developer | M & H Washington Properties, LLC<br>Attn. Mark Hinton and Michael Menashe<br>333 NW 9th Avenue #1504...<br>Portland, OR 97209 |

DRAFT

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.

**Section 26. 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.

**Section 27. 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.

DRAFT

M & H Washington Property, LLC

By: Mark Hinton
Its: Governor

Date

By: Michael Menashe
Its: Governor

Date

Hinton Development Corp.

By: Mark Hinton
Its: President

Date

Clark County

By: Shawn Henessee
Its: County Manager

Date

Approved as to form only:
Anthony F. Golik
Clark County Prosecuting Attorney

By:
Deputy Prosecuting Attorney

DRAFT

State of Washington )
) ss.
County of Clark )

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

Dated: _____, 2018.

_____
Signature
My Commission Expires: _____

(Seal or stamp)

DRAFT

State of Washington )
) ss.
County of Clark )

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

Dated: _____, 2018.

_____
Signature
My Commission Expires: _____

(Seal or stamp)

Approved as to form:

_____
City Attorney

DRAFT

## EXHIBIT INDEX

**EXHIBIT A – LEGAL DESCRIPTIONS**
**EXHIBIT B – CONCEPTUAL PLAN DEPICTION**
**EXHIBIT C – CONCEPTUAL PLAN NARRATIVE**
**EXHIBIT D – MITIGATION MEASURES AND TIMING OF CONSTRUCTION**
**EXHIBIT E – TRIP GENERATION ESTIMATES**
**EXHIBIT F – OTHER 179TH STREET DEVELOPMENTS**

DRAFT

**EXHIBIT A**

Legal Description

DRAFT

**EXHIBIT B**

Title

DRAFT

**EXHIBIT C**

Title

DRAFT

**EXHIBIT A**

Legal Description

The South half of the Southeast quarter of the Northwest quarter, and the North half of the Northeast quarter of the Southwest quarter of Section 13, Township 3 North, Range 1 East of the Willamette Meridian in the County of Clark and State of Washington.

Except that portion thereof acquired by the United States of America for purposes of the Bonneville Project;

Also Except County or Public Roads.

# EXHIBIT B



M&H Washington Subdivision

Clark Land Design, plic

**EXHIBIT C**

Conceptual Plan Narrative

- The project contemplates up to 129 single family residential lots consistent with the Development Agreement and Exhibit E
- This project will conform to the Single Family Residential R1-10 zoning and the Mill Creek zoning overlay
- The United States Government, Bonneville Power Administration owns land immediately adjacent on the Property's eastern boundary
- Mill Creek runs in a southerly direction through the southwest corner of the property then along the western boundary of the property
- The project contemplates an trail with a mid-development access point along the backyard of the lots parallel to Mill Creek as depicted on Exhibit B
- The trail will provide for additional connections to the north, but will terminate near the southern boundary of the property to not interfere with adjacent properties
- The primary access for the subdivision will be via a stubbed public street NW 37th Avenue
- The Development will provide for future connections via stubbed public streets and necessary dedications

## EXHIBIT D

Mitigation Measures and Timing of Construction

Development of the M & H Property presumes several planned transportation improvements will be constructed or deemed reasonably funded within six years along the NE 179th Street corridor which the Developer will be contributing financially towards. The assumed improvements include:

1. Completion of NE 10th Avenue between NE 154th Street and NE 164th Street (currently under construction by Clark County)

2. Reconfiguration of the I-5 Northbound off-ramp/NE 179th Street intersection to provide:
   - Two northbound left-turn lands and two northbound right turn lanes; and
   - Two westbound through lanes and a separate westbound right-turn lane to the I-5 northbound on ramp

3. Widening and competition of the NE 15th Avenue between NE 179th Street and NE 10th Avenue to an ultimate improvement width (providing two westbound and two eastbound through travel lanes between the I-5 Northbound off-ramp/NE 179th Street intersection and NE 15th Avenue);

4. Construction of a new multi-lane roundabout on NE 179th Street approximately midway between NE 15th Avenue and the I-5 Northbound off-ramp;

5. Construction of a new multi-lane roundabout on NE 179th Street at NE 15th Avenue (replacing the existing traffic signal);

6. Construction of a new multi-lane roundabout on NE 179th Street at NE 15th Avenue and NE 10th Avenue (allowing for termination of the existing NE 10th Avenue connection to NE 179th Street); and

7. Termination of the Union Road at NE 179th Street through provision of alternative access for properties along Union Road south of NE 179th Street

The M & H Property is not adjacent to the NE 179th Street Corridor unlike the other developments subject to similar Development Agreements. However, in conjunction with the site development the project may be conditioned with other proportionate mitigation measures through the conditions of approval in the subdivision process.

**EXHIBIT E**

Trip Generation Estimates
ITE 10th Edition

M & H Property Development

| Land Use | ITE Code | Size | Weekday Daily | Weekday Am Peak Hour | | | Weekday PM Peak Hour | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | Total | In | Out | Total | In | Out |
| Single Family Detached Homes | 210 | 129 Units | 1,218 | 96 | 24 | 72 | 129 | 81 | 48 |
| Total Trips | | | 1,218 | 96 | 24 | 72 | 129 | 81 | 48 |

**EXHIBIT F**

**DATE 7/11/2018**



# NE 179TH STREET IMPROVEMENTS

PHASING INTERIM IMPROVEMENTS, SUPPORTING ULTIMATE SOLUTIONS

KITTELSON & ASSOCIATES

# Interchange Vicinity

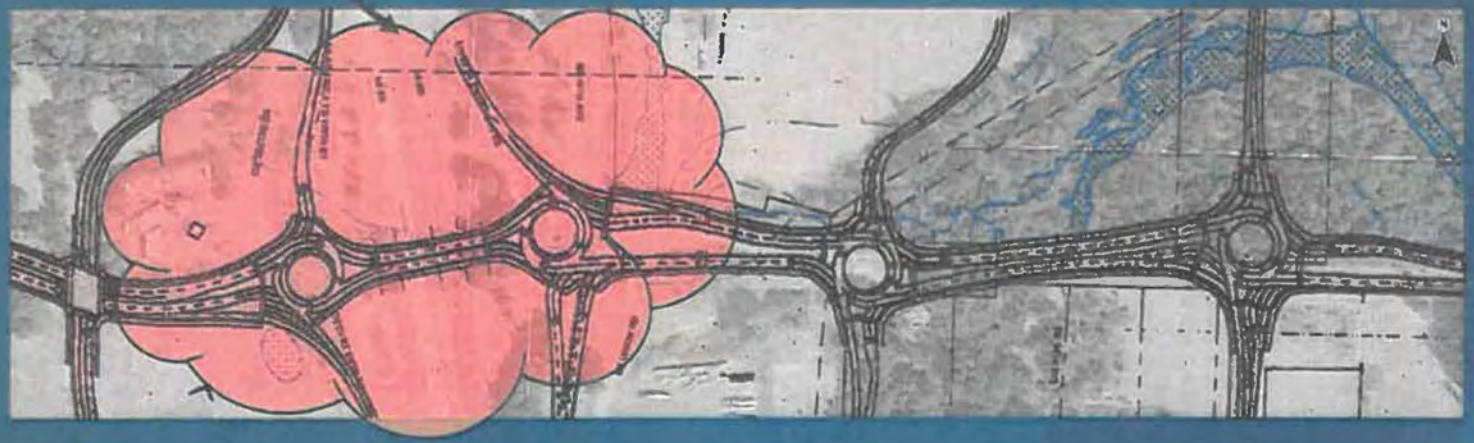


# Development Summary and PM Peak Hour Trips

| Project | Assumed Use | PM Peak Hour Trip Generation |
|---|---|---|
| Killian Pacific/Three Creeks Master Plan | 60,000 Sq. Ft. Retail (DA Approved Phase 1) | 425 total |
| | Three Creeks North Phase 1 (up to 200 single family detached homes and 326 apartment units) | 402 total |
| | Phase 2 NE 179th Street Commercial Center (DA Approved Phase 2) | 711 total |
| Mill Creek PUD | PUD Buildout (606 single family homes and 99 townhomes) | 657 total |
| Hinton Property | 129 single family homes | 129 total |
| Wollam Property | 220 single family homes | 220 total |

# Potential Ultimate Corridor Improvements

Future WSDOT I-5/179th Interchange Improvements



# Proposed Interim Corridor Improvements



# Cost of Interim Mitigations: NE 179th St: I-5 NB Ramp to NE 15th Av*

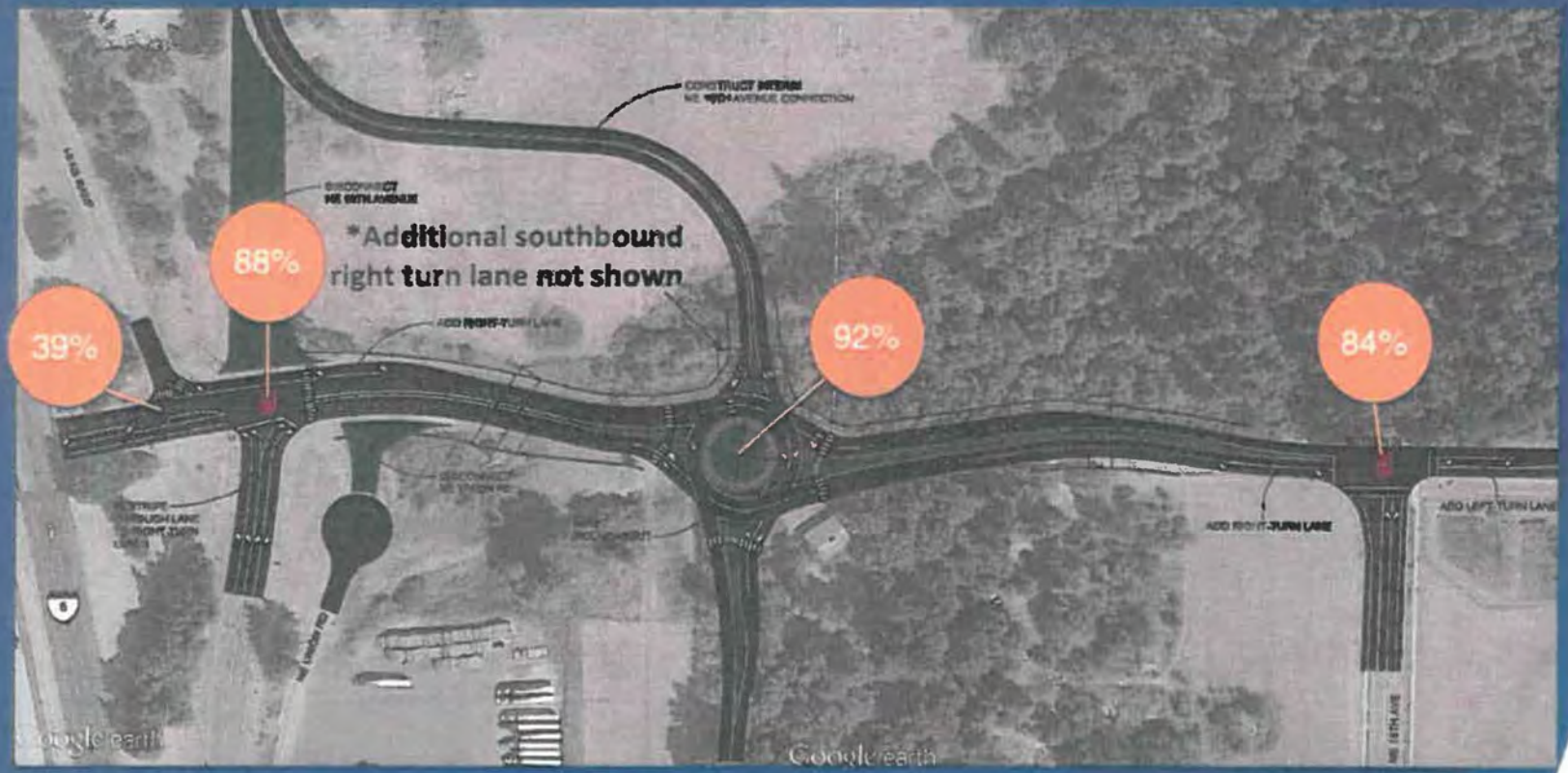
- $20.6 million
  - Widens 179th Street east of I-5
  - Cul-de-sacs 10th Avenue & Union Road
  - Reconstructs I-5 northbound ramp signal
  - Temporary 10th Avenue connection
  - New ultimate 12th Avenue roundabout
  - Adds turn lanes on 179th at 15th Avenue
  - Excludes of right-of-way costs



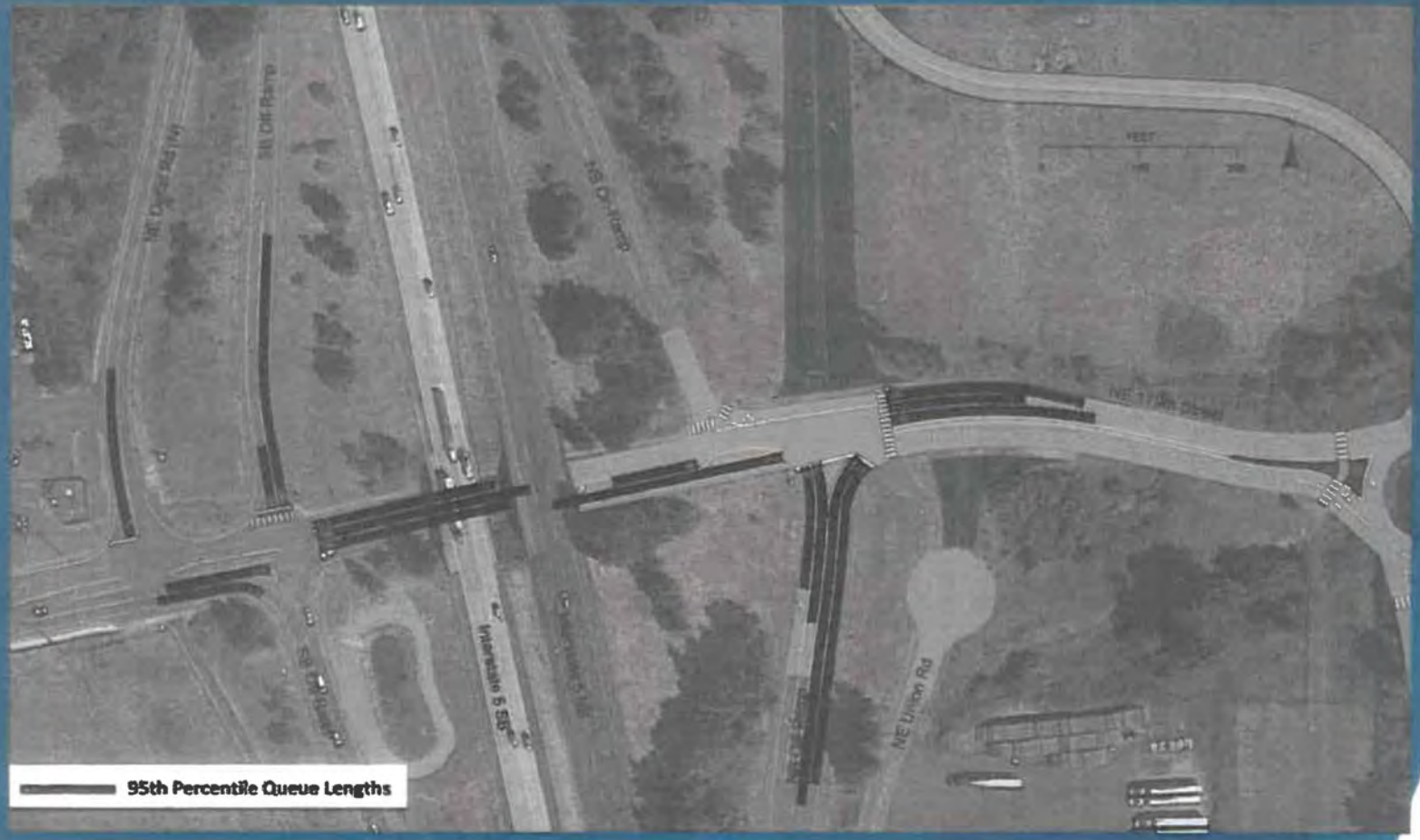
- Accommodates multiple developments
  - Three Creeks Phase 1 (60,000 sq. ft. retail previously vested)
  - Three Creeks North Master Plan Housing
  - Three Creeks Phase 2 (south retail previously vested)
  - Mill Creek PUD
  - Hinton Property
  - Wollam Property

**Excludes other off-site concurrency requirements*

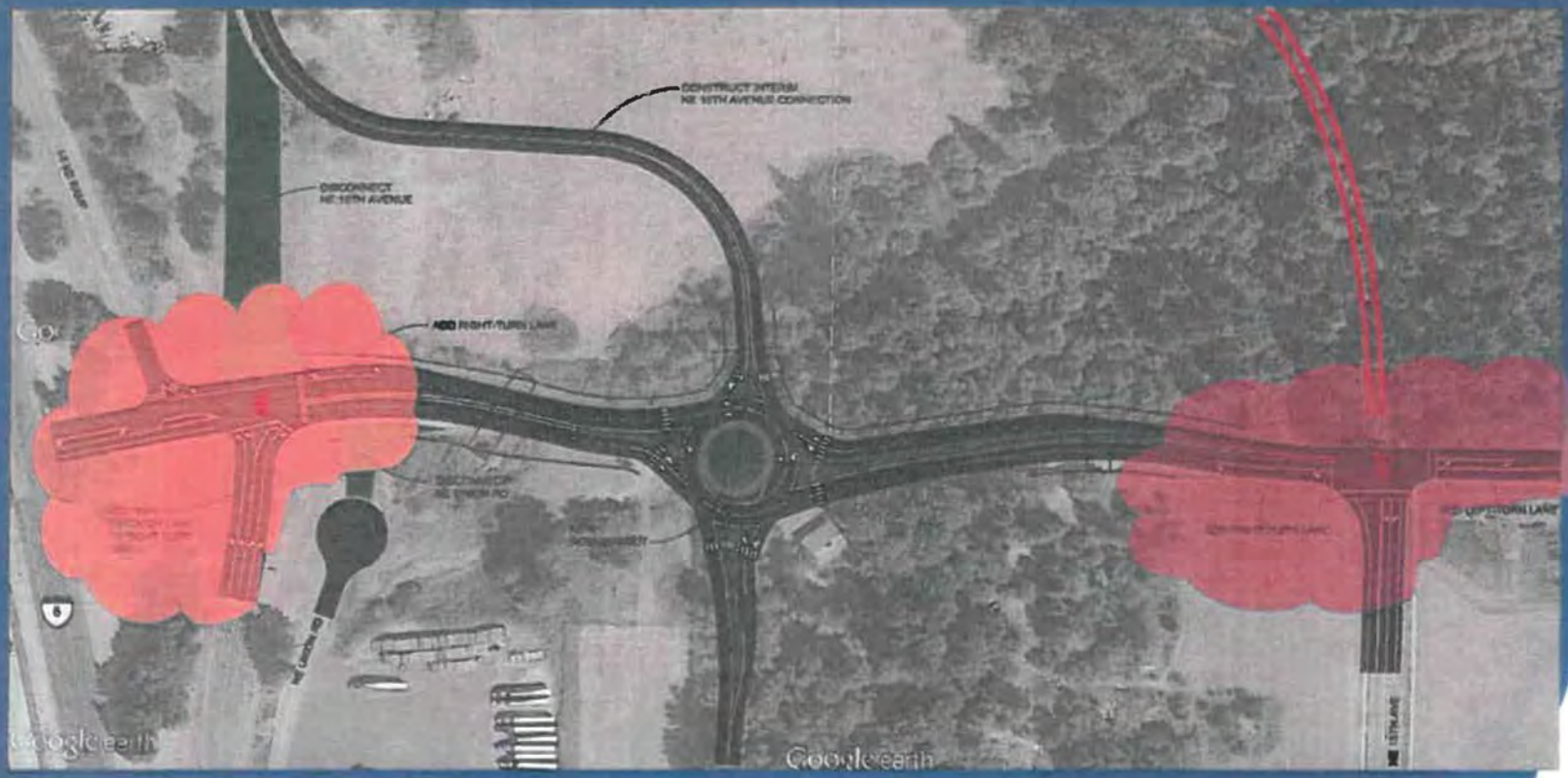
# Interim Improvements:
# PM Peak Hour % of Capacity Utilized



# Future Queues with Interim Improvements
# 2020 PM Peak Hour Analysis



# Interim Roundabout Compatibility with Long-term Plans




Area to be improved with WSDOT Interchange Project

Ultimate Improvements

Future 15th Avenue, Roundabout & 4-5 Lane 179th Street

# Extra slides for Questions (if needed)



# Conceptual Ultimate Improvement



# Interim Improvements:
# AM Peak Hour %of Capacity Utilized



# Recommended Mitigations

| Project | Phase | Recommended Mitigation on NE 179th Street between NE Delfel Road (North) and NE 15th Avenue |
|---|---|---|
| Killian Pacific/Three Creeks Master Plan | 60,000 Sq. Ft. Retail (DA Approved Phase 1) | No mitigation required, proceed as previously approved. |
| | Three Creeks North Phase 1 (up to 200 single family detached homes and 326 apartment units) | 1) NE 15th Avenue/NE 179th Street intersection: construct an eastbound right-turn lane with a right-turn signal overlap<br>While not required for concurrency, consider voluntary improvements to terminate Union Road connection to NE 179th Street |
| | Phase 2 NE 179th Street Commercial Center (DA Approved Phase 2) | 1) Construction of a new multi-lane roundabout on NE 179th Street (with separate southbound right-turn lane) approximately midway between NE 15th Avenue and the I-5 Northbound off-ramp (NE 12th Avenue)<br>2) Elimination of the existing NE 10th Avenue connection to NE 179th Street aligned with the I-5 Northbound off-ramp (Refer to Figure 4)<br>3) Temporary extension of NE 10th Avenue to the new NE 12th Avenue multilane roundabout (forming the north approach to the roundabout)<br>a. This change allows for re-routing the existing NE 10th Avenue trips on an interim basis, creating capacity at the I-5 Northbound off-ramp/NE 179th Street intersection<br>b. In the alternative, the temporary NE 10th Avenue extension would be unnecessary if NE 15th Avenue is first extended from NE 179th Street to NE 10th Avenue. Should NE 15th Avenue be constructed first, the north approach of the new NE 12th Avenue roundabout would be operated as a local street connection to serve properties between the NE 15th Avenue extension and NE 179th Street. |
| Mill Creek PUD | PUD Buildout (606 single family homes and 99 townhomes) | |
| Hinton Property | 129 single family homes | 4) Reconfiguration of the I-5 Northbound off-ramp/NE 179th Street intersection to provide:<br>a. two northbound left-turn lanes and two northbound right-turn lanes: and<br>b. two westbound through lanes and a separate westbound right-turn lane to the I-5 northbound on-ramp<br>5) Widening of NE 179th Street to provide two westbound and two eastbound through travel lanes between the I-5 Northbound off-ramp/NE 179th Street intersection and the new NE 12th Avenue roundabout<br>6) Termination of Union Road south of NE 179th Street through provision of alternative access for properties along Union Road south of NE 179th Street<br>7) Widening of NE 179th Street between the new NE 12th Avenue roundabout and NE 15th Avenue to provide:<br>a. two eastbound through travel lanes through the NE 12th Avenue roundabout, with the second eastbound lane becoming an interim right-turn drop lane at NE 15th Avenue; and<br>b. one westbound through lane at NE 15th Avenue that opens to two westbound through travel lanes approaching the NE 12th Avenue roundabout.<br>8) Modification of the NE 15th Avenue/NE 179th Street intersection: construct a westbound left-turn lane |
| Wollam Property | 220 single family homes | |

**RECORDING REQUESTED BY**
**AND WHEN RECORDED RETURN TO:**

Stephen W. Horenstein,
Attorney Horenstein Law
Group PLLC 500 Broadway,
Suite 370
Vancouver, WA 98660

| | | |
|---|---|---|
| **Grantor** | : | Three Creeks-Mumford LLC<br>Three Creeks North LLC<br>Three Creeks Investors LLC |
| **Grantee** | : | Clark County, Washington |
| **Abbreviated Legal** | : | Sec 14, T3N, R1D; WM |
| **Assessor's Tax Parcel Nos.** | : | 117800-000; 117840-000; 181190-000; 181199-000; 181200-000; 181201-000; 181206-000; 181901-000; 181905-000; 181914-000; 181930-000; 181932-000; 181937-000; 181938-000; 181942-000; 181957-000; 181963-000; 181971-000; 181979-000 |
| **Full Legal Description:** | | See **EXHIBIT A-1** to This Document |
| **Reference Numbers of Related Documents:** | | South Agreement: 4929770; 5321604<br>North Agreement: 5586031 |

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## AMENDMENT TO DEVELOPMENT AGREEMENTS

This Amendment to Development Agreements (this "Amendment") is entered into on this ___ day of _____, 2019, by and between CLARK COUNTY, a political subdivision of the State of Washington (the "County") and THREE CREEKS-MUMFORD LLC, a Washington limited liability company; THREE CREEKS NORTH LLC, a Washington limited liability company; and THREE CREEKS INVESTORS LLC, a Washington limited liability company, all of which are referred to collectively as "Developer," which term also includes any successor in interest to Developer regarding the Property during the term of this Amendment.

**RECITALS:**

A. Developer, County staff, County Council and others have collaborated since 2011 about facilitating the implementation of the Comprehensive Plan by improving the transportation infrastructure within the Vancouver Urban Growth Area near the interchange of 179th Street and Interstate 5 ("179th Interchange Area" or the "Area") through a public-private partnership. The 179th Interchange Area has long faced challenges to development in order to fully implement the Comprehensive Plan, including lack of capacity on existing local roadways and intersections, lack of access to underdeveloped properties, and resulting traffic safety problems. Each Party has dedicated significant resources to planning for that area, which provides a gateway to development of currently underutilized land in the 179th Interchange Area.

B. Developer owns several parcels of real property in the 179th Interchange Area which will be developed over time pursuant to site plan or plat approvals therefore and pursuant to this Development Agreement and the Development Agreements referenced in Section C and E below, and consistent with Clark County Code and the County's comprehensive plan.

C. On December 18, 2012, Developer and the County entered into a Development Agreement ("South Agreement") regarding the southern portion of the planned master development (the "South Property"). The South Agreement was recorded on January 8, 2013 under Clark County Auditor Number 4929770 and re-recorded on September 1, 2016 under Clark County Auditor Number 5321604.

D. The 2016 Washington Legislature approved the Connecting Washington transportation funding package which, during the period from 2023-2025, will provide money for the reconstruction of the Interstate 5/179th Street interchange.

E. Developer and the County entered into a second Development Agreement regarding a portion of the planned development on the north side of 179th Street (the "North Property"), recorded on February 20, 2019 under Clark County Auditor Number 5586031 (the "North Agreement").

F. The Parties desire to complete certain planning efforts in the Area, to make additional public and private funding available to complete the needed infrastructure and to allow such development to begin. More specifically, dedication of rights of way through and bordering Developer's Property (defined below) will allow certain intersections and other critical transportation links in the area to be built, which will further implement the comprehensive plan and allow various properties to develop. This development will generate further resources for more transportation improvements, thus allowing the full implementation of the comprehensive plan in this Area.

G. To accomplish these goals, and to ensure the best use of State, public, and private funds, Developer and the County intend to amend the South Agreement and the North

Agreement (collectively the "Development Agreements") with this Amendment, to address Developer's contributions to the completion of certain infrastructure in the 179th Interchange Area and willingness to pay Traffic Impact Fees (TIFs) and surcharges in advance, subject to eligibility for available TIF credits; the County's allocation and vesting of certain specified trips to the Developer's Property (defined below); and the County's assurances that Developer may proceed as set forth herein.

H. Developer owns and/or controls all of the real property subject to the Development Agreements and this Amendment (all of which are referenced by the auditor's tax parcel numbers in the caption above). Collectively, all of the referenced parcels are referred to herein as "Developer's Property" or the "Property". All of the Property, which is illustrated for convenience in **Exhibit A-2, which is attached hereto and incorporated herein,** is located within the County's jurisdiction. Thus, pursuant to RCW 36.70B.170(1), the parties are authorized to enter into this Amendment to establish the development standards and other provisions to govern, vest, and mitigate the development and use of the Property.

I. Developer's traffic engineer, Kittelson & Associates, prepared the Three Creeks Mixed-use Development Trip Generation Estimate, dated November 8, 2017, for Developer's Property. A copy of the "Kittelson Trip Estimate" is attached as **Exhibit B** and incorporated here by reference.

J. Because certain rights of way have been identified for dedication, various roadway improvements have been declared reasonably funded, and others are securing funding through public and private funding, including this and other development agreement(s) affecting the Area, the County has determined that upon the effective dates of the approval of expected public funding, the mitigation efforts described within the Development Agreements and this Amendment, along with the Holt Homes, Hinton, and Wollam development agreements regarding property in the 179th Street Interchange Area will satisfy the concurrency requirements for the Property.

K. This Amendment will update previous agreements regarding Developer's Property; provide advance funding and clarify land dedication requirements for transportation improvements; and establish the County's assurances that Developer may proceed as set forth herein.

L. The Parties wish to provide long-term predictability to both Developer and the County on various development issues through the implementation of this Amendment.

## AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

**Section 1. Development Agreement Amendment.** This Amendment to the Development Agreements shall be implemented under the authority of and in accordance with RCW 36.70B.170 – 210. It will modify existing contracts between the Parties upon its Effective

Date, defined in Section 2. All of the recitals above are binding obligations of the Parties as their terms provide.

**Section 2. Effective Date; Term of Agreement.** The Effective Date of this Agreement is the later of the following: (1) the date ten (10) days after the day of the County's approval by ordinance or resolution following a public hearing as provided for in RCW 36.70B.170, or (2) the date on which a fully executed version is recorded with the County Auditor. This Agreement will take effect upon the Effective Date and will terminate ten (10) years thereafter, unless extended, amended, or terminated by mutual written consent of the Parties.

**Section 3. Purpose and Affected Land.**

**3.1 Purpose.** This Amendment will facilitate the development of Developer's Property in the 179th Interchange Area, and will facilitate further development of the Area at large, by providing innovative "front loading" of transportation mitigation funding and land to the County, pursuant to the terms below.

**3.2 Parcel Changes:**

**a. Additional North Parcels:** Developer owns Tax Parcel Nos. 181200-000, 181201-000, and 181206-000, all of which are legally described in **Exhibit A-1**. These "Additional North Parcels" may not have been previously identified or fully covered by the North Agreement. By this Amendment, these Additional North Parcels are added to, governed by, and may benefit from the terms of the North Agreement and this Amendment.

**b. Boundary Line Adjustments:** The boundary lines between Parcel Nos. 18199-000, 181200-000, and 181206-000 are to be adjusted as contemplated in the North Agreement (collectively the "Adjusted Properties"), with the proviso that the boundaries of these properties shall be adjusted once the County has determined the alignment for NE 15th Avenue, and has provided Developer with a legal description therefore. Those Adjusted Properties shall remain governed by and may henceforth benefit from the terms of the North Agreement and this Amendment.

**c. Additional South Parcels:** Developer owns Tax Parcel Nos. 181914-000; 181932-000; 181938-000; and 181979-000, all of which are legally described in **Exhibit A-1**. These "Additional South Parcels" were identified and contemplated in the South Agreement, Exhibit G, May 9, 2014 letter from Clark County, at page 3. By this Amendment, these Additional South Parcels are hereby added to, governed by, and may henceforth benefit from the terms of the South Agreement and this Amendment.

**Section 4. Traffic.**

**4.1 Traffic Study.** Developer retained Kittelson & Associates to analyze the anticipated trip generation associated with the contemplated, but not yet designed, Three Creeks Mixed-use Development. A copy of the resulting Kittelson Trip Estimate, which was provided to the County in November 2017, is attached at **Exhibit B**. The Kittelson Trip

Estimate includes documentation of trips associated with the then-current/former use of component properties and trip estimates for Developer's proposed or anticipated uses, which had not yet been submitted to the County for approval.

a. **South Property.** Trips for the South Agreement were evaluated in two phases.

(i) Phase One. The first phase of the contemplated development involved a 60,000 SF commercial center, which would generate an estimated 1,940 net new trips of the South Property daily and 171 net new PM peak hour trips above those trips already generated by the former Poulsbo RV site and former Jollie's restaurant. *See* **Exhibit B,** page 4, Table 4. The trip analysis for this phase determined that no mitigation is required for development in Phase One to occur.

(ii) Phase Two. The second phase of the contemplated development involved a 200,000 SF shopping center, which would generate an estimated 7,770 total daily trips of the South Property and 711 total weekday PM peak hour trips above those trips already generated by the former Poulsbo RV site and former Jollie's restaurant. *See* **Exhibit B,** page 4, Table 5. The trip analysis for this phase determined that certain transportation improvements along the NE 179th Street corridor were required before development could begin. The transportation improvements contemplated and partially funded through the Development Agreements, this Amendment, and other development agreements being negotiated in the Area are intended to resolve those concurrency concerns.

(iii) Re-allocated Trips. As described more fully in the North Agreement, section 4.1, Developer deferred 4,072 daily trips and 402 weekday PM peak hour trips reserved and vested to Phase Two of the South Property and re-allocated those trips to the properties governed by the North Agreement. Pursuant to CCC 40.350.020.M and this Agreement, those re-allocated trips are not available for Developer's use on Phase Two of the South Property until five years after the North Agreement was first recorded (i.e. on or after February 20, 2019) at which point the transportation infrastructure will be significantly improved. Developer, however, *may* use the re-allocated trips identified in this subsection (iii) for development of the properties governed by the North Agreement. Any trips utilized for development of Phase 2 of the South Property shall come from those trips not transferred to the North Property and remaining available through the South Agreement or new trips as provided for in the Kittelson Trip Estimate Letter attached hereto as Exhibit B.

b. **North Property.** Trips associated with the North Property are addressed in **Exhibit B** at page 5 and in the North Agreement.

(i) Phase One. The first phase of the conceptual development involved 200 single family homes and 326 apartments, for a total daily trip count of 4,072 (402 weekday PM peak hour trips), **Exhibit B,** page 5, Table 6. As discussed above, those trips were re-allocated from the South Agreement to the North Agreement, and thus, the County declared Phase One of the North Agreement to be reasonably funded.

(ii) After Phase One. The second and potential subsequent phase(s) of development of the North Property generate an estimated 9,046 daily trips and 887 weekday PM peak hour trips (8,674 net new daily trips and 857 net new weekday PM peak hour trips), as explained in **Exhibit B,** page 5, Table 7. The trip analysis for this parcel determined that certain transportation improvements along the NE 179th Street corridor were required before development could begin. The transportation improvements contemplated and partially funded through the Development Agreements, this Amendment, and other development agreements being negotiated in the Area are intended to resolve those concurrency concerns.

**Section 5. Concurrency.**

**5.1 Traffic Impact Fees and Surcharge.** To increase the County's ability to fund and construct certain transportation improvements in the area that will provide systemic benefits proportionate to the impacts that will be created through the proposed conceptual development of the Property, as outlined in the Traffic Study, Developer agrees it will voluntarily pay Transportation Impact Fees ("TIFs") at the TIF rate applicable at the time this Amendment becomes effective ($605) in advance of the time that TIF would generally be due for the development of the Property, and will voluntarily pay an additional surcharge in the amount of $350 per average daily trip for each development on the Property. The total "Effective TIF" applied to the Property pursuant to this Amendment shall not exceed $955 per trip. The calculation is as follows: $605 (Current TIF) + $350 (Surcharge) = $955 (Effective TIF).

**5.2 Advance Payment.** Developer agrees to accelerate the schedule on which Developer will pay the Effective TIF for developments on the Property, up to the Advance Payment Amount provided in Section 5.1.c below.

**a. TIFs.** Instead of paying TIFs at the time of individual building permits, as it currently required by County Code, Developer, agrees to pay (i) one-half of the Current TIF payment required for each development within 30 days of receiving approval of a preliminary plat or a preliminary site plan, whichever is applicable to that development, and (ii) the remaining one-half of the Current TIF payment required for each development within 30 days of receiving approval of a final plat or a final site plan, whichever is applicable to that development.

**b. Surcharge.** In addition to the Current TIF ($605), Developer agrees to pay Surcharge in the amount of $350.00 per trip at the time the County issues the building permit(s) for that development.

**c. Advance Payment Amount.** The Parties agree that the schedule for advance payments of the Effective TIF as described in this Section 5 will apply only to $1,900,000.00 ("Advance Payment Amount"). TIFs due for development of the Property during the term of this Amendment that exceed the agreed-upon Advance Payment Amount will be paid at the Effective TIF rate specified above ($955), according to the schedule provided in County Code. If any payment of TIFs at the Effective TIF rate for a proposed development is partially less than and partially in excess of the Advance Payment

Amount, Developer shall pay the portion of the Effective TIF less than the Advance Payment Amount on the schedule provided in Section 5.1.a and b. above, and shall not be required to pay the remainder of the Effective TIF in excess of the Advance Payment Amount until Developer is issued building permits, as is currently required by County Code.

**d. Advance Payment Deadline**. Developer agrees that by December 31, 2023, Developer will (i) submit sufficient development applications as described in Section 5.1.a. and b. above; and/or (ii) dedicate rights-of-way of a value sufficient to receive commensurate TIF credits in accordance with County Code and policies; and/or (iii) voluntarily make advance Effective TIF payments independent of any plat or site plan application or building permit ("Voluntary Effective TIF Payments"), amounts, which, in the aggregate, will total the Advance Payment Amount, thus ensuring the County is paid the full Advance Payment Amount in cash and/or land from Developer, no later than December 31, 2023. Any such Voluntary Effective TIF Payments pursuant to 5.2.d.iii will subsequently be applied at building permit issuance to Developer's TIF obligations arising from development of the Property as pre-paid Effective TIF payments in accordance with the terms outlined above.

**e. Advance Payment Amount Is Not a Limit.** Nothing in this Amendment limits to $1,900,000.00 Developer's total obligations to pay Effective TIF fees or TIFs that may arise from the Property's future development approvals. The $1,900,000.00 amount only identifies the amount that must be paid in cash and/or in dedicated land, no later than December 31, 2023, and establishes the point at which advance payments are no longer required (meaning payments thereafter will revert to the schedule provided in County Code).

**f. Failure to Pay.** If Developer fails to timely make any payment due pursuant to Section 5 of this Amendment, Developer may not submit, and County may not process, any further land use or permit application relating to development of the Property until all payments then due in accordance with Section 5 have been fully made.

**g. Applications not Required**. Notwithstanding any other provision of Section 5.1 of this Amendment, Developer will not have to submit any of the applications referenced in Section 5 of this Amendment, provided Developer timely makes the payment that it has agreed to make in Section 5.2.d.

**Section 6. Concurrent Submissions.**

**6.1 Preliminary Plat or Site Plan Approval.** Developer's application for preliminary plat or site plan approval may be filed and the County will process such applications upon execution of this Amendment, but shall not approve these applications until the Effective Date of the Amendment.

**6.2 Engineering Plans.** Concurrently with the County's review of any preliminary plat or site plan applications, Developer may submit engineering plans to the County and the County will review those plans in its normal course. If a preliminary plat or site plan is approved with design or conditions that are different from concurrently submitted

and reviewed final engineering plans, then Developer will resubmit engineering plans that conform to the preliminary plat or site plan approvals. Any costs associated with such changes will be the responsibility of Developer. While the County agrees to allow concurrent review of land use applications and final engineering, nothing herein will be construed to require the County to provide expedited review that is different from the County's usual timelines for an application for land use or engineering review.

**Section 7. Potential TIF Credits and Rights-of-Way Dedications.** Developer shall be eligible to apply for TIF credits, as consistent with Clark County Code and policies governing traffic impact fees and credits, for transportation mitigation provided and land that Developer dedicates for public rights-of-way according to the Development Agreements and this Amendment. Developer acknowledges that TIF credits are calculated at 85 % of the approved, appraised value of the dedicated land. Any TIF Credits awarded to Developer may be used to offset all or a portion of any TIF payments or Surcharges otherwise later due under this Amendment.

**7.1 Legal Descriptions.** No later than June 30, 2021, the County shall provide Developer legal descriptions identifying the locations of the 179th Street and 15th Avenue rights-of-way.

**7.2 Property Valuation.** No later than December 31, 2021, Developer shall provide the County an appraisal of the fair market value for each right-of-way, based upon the legal descriptions provided under Section 7.1. The Parties shall work together to agree on the fair market value of the rights-of-way within one hundred eighty (180) days after the County receives the appraisal.

**7.3 Dedication of Rights-of-Way.** Once the actions set forth in Sections 7.1 and 7.2, but no later than December 31, 2022, Developer shall dedicate the right-of-way for 179th Street and the right-of-way for 15th Avenue to the County. The rights-of-way for 179th Street and 15th Avenue need not be dedicated to the County at the same time. Each right-of-way can, but is not required to, be processed and dedicated independently of the other.

**Section 8. No Other Conditions for Concurrency.** No off-site transportation improvements other than those set forth in the Development Agreements and this Amendment shall be required of Developer by reason of the development of the Property, so long as development of the Property does not generate more total peak period trips than those described on **Exhibit B.** Subject to Clark County Code 40.350.020.M, Developer may reallocate trips among the various projects on the Property, as long as the total peak period trips do not exceed the total described on **Exhibit B.** If changes to the anticipated uses of Developer's Property are found to cause the site to generate new peak period trips in excess of those set forth in **Exhibit B,** the relevant additional trips will be subject to review and required mitigation under the County's concurrency ordinance in effect when such application vests.

**Section 9. Vesting**

**9.1 Vesting to Standards.** "Development Standards" shall include but not be limited to the zoning and land use regulations applicable to the Property under the County's standards and the development standards provided in RCW 36.70B.170(3). The Parties agree the development of the Property contemplated in this Amendment vests as to Current TIF rate ($605) and Surcharge rate ($350) provided in this Amendment and as to the Development Standards, regulations, and zoning ordinances applicable to the Property, in effect as of the time of the Effective Date of this Amendment, except for environmental laws deemed by a Washington Court decision to not be subject to vesting, Building Permit Codes and regulations, applications for trips in excess of those set forth on Exhibit B, application and permit fees, and impact fees other than the TIFs and Surcharges that are set by this Amendment.

**9.2 Amendment of Standards.** This Amendment and the vested standards govern during the term of this Amendment and may not be subject to unilateral amendment, or amendment to zoning ordinances, land use ordinances, TIF rate increases, Surcharge increases, development standards, or regulations, or a new zoning ordinance or land use ordinance or development standard or regulation adopted after the effective date of this Amendment.

**9.3 Environmental Review.** For purposes of this Amendment, no additional non-project SEPA review is required. Any required project-level SEPA review for development on the Property and subject to this Amendment will be submitted during the preliminary plat or site plan application process.

**9.4 Public Health and Safety Issues.** Nothing contained herein shall preclude the County from exercising any and all rights it has under RCW 36.70B.170 to address serious threats to public health and safety.

**Section 10. Miscellaneous Provisions**

**10.1 Recitals.** The Recitals contained herein are intended to be, and are incorporated as, covenants between the Parties, as their terms provide, and will be so construed.

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

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

**10.4 County's Reserved Authority.** Notwithstanding anything in this Amendment 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 County Council after appropriate public process.

**10.5 Authorization**. The persons executing this Amendment on behalf of County and Developer are authorized to do so. The Parties have each obtained any and all consents required to enter into this Amendment and to consummate or cause to be consummated the transactions contemplated hereby.

**10.6 Run with the Land**. This Amendment will run with the land and inure to the benefit of and be binding on the Parties' successors and assigns and will be recorded with the County Auditor.

**10.7 Public Hearing**. The County Council has approved execution of this Amendment by resolution after a public hearing.

**10.8 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 in Clark County Superior Court.

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

**10.10 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 Amendment or to interpret or enforce any rights or obligations hereunder, the prevailing party will be entitled to recover its reasonable attorney fees and costs It is understood and agreed that to the extent Clark County prevails in a suit, action or other proceeding relating to this agreement, it will be entitled to recover its reasonable attorney fees calculated on an hourly basis regardless of whether it is represented by in house counsel and/or outside counsel.

**10.11 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.

**10.12 Severability**. If any portion of this Amendment 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 Amendment 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.

**10.13 Inconsistencies.** If any provisions of the County Code and land use regulations are deemed inconsistent with this Amendment, the provisions of this Amendment will prevail, excepting the County's reserved authority described above.

**10.14 Amendments.** This Amendment may only be amended by mutual written agreement of the Parties, and all amendments will be recorded in the Clark County deed records. Agreement by the County may only be obtained through a Type IV legislative proceeding.

**10.15 Survival.** Any covenant or condition set forth in this Amendment, 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 Amendment, will survive the expiration or earlier termination of this Amendment and will remain fully enforceable thereafter.

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

**10.17 Entire Agreement.** This Amendment and the underlying Development Agreements, as amended from time to time, constitute the entire agreement between the Parties as to the subject matter.

**10.18 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. 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. Notices shall be addressed as follows:

| | |
|---|---|
| County: | Attn. Shawn Henessee, County Manager<br>PO Box 5000<br>Vancouver, WA 98666-5000 |
| With a copy to: | Christine Cook or<br>Taylor Hallvik<br>Deputy Prosecuting Attorney<br>1013 Franklin Street<br>Vancouver, WA 98660 |
| Grantor/Owner: | Three Creeks-Mumford LLC<br>101 E 6th Street, Ste 350<br>Vancouver, WA 98660 |

| | |
|---|---|
| With a copy to: | Horenstein Law Group PLLC<br>500 Broadway, Suite 370<br>Attn: Stephen W. Horenstein<br>Vancouver, WA 98660 |
| Grantor/Owner: | Three Creeks North LLC<br>101 E 6th Street, Ste 350<br>Vancouver, WA 98660 |
| With a copy to: | Horenstein Law Group PLLC<br>500 Broadway, Suite 370<br>Attn: Stephen W. Horenstein<br>Vancouver, WA 98660 |
| Grantor/Owner: | Three Creeks Investors LLC<br>101 E 6th Street, Ste 350<br>Vancouver, WA 98660 |
| With a copy to: | Horenstein Law Group PLLC<br>500 Broadway, Suite 370<br>Attn: Stephen W. Horenstein<br>Vancouver, WA 98660 |

**10.19 Interpretation of Amendment; Status of Parties.** This Amendment 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 Amendment. Nothing contained in this Amendment will be construed as creating the relationship of principal and agent, partners, joint venturers, or any other similar relationship between the Parties.

**10.20 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 Amendment according to the Schedule so as to carry out the intent of this Amendment.

**10.21 Supersedes Inconsistent Terms.** Provisions in the Development Agreements that are inconsistent with this Amendment are hereby superseded. Provisions in the South Agreement requiring mitigation are hereby superseded by the mitigation provisions herein. Except as explicitly superseded in accordance with this Section 10.21, the terms of the Development Agreements remain in full force and effect.

*[signature pages to follow]*

**CLARK COUNTY,**

**Washington**

By: _____

Shawn Henessee, County Manager

Date: _____

Approved as to form only:

Anthony F. Golik

Clark County Prosecuting Attorney

_____

By:

Deputy Prosecuting Attorney

**THREE CREEKS -MUMFORD LLC, a** Washington limited liability company

By: _____
Print Name: Lance Killian
Title: _____
Date: _____

State of Washington )
) ss.
County of Clark )

I certify that I know or have satisfactory evidence that Lance Killian is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as _____ of Three Creeks-Mumford LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2019.

Notary Seal

_____
Notary Public for Washington

_____
Name of Notary

My appointment expires: _____

**THREE CREEKS NORTH LLC**, a
Washington limited liability company

By: _____
Print Name: Lance Killian
Title: _____
Date: _____

State of Washington )
) ss.
County of Clark )

I certify that I know or have satisfactory evidence that Lance Killian is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as _____ of Three Creeks North LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2019.

Notary Seal

_____
Notary Public for Washington

_____
Name of Notary

My appointment expires: _____

**THREE CREEKS INVESTORS LLC**, a Washington limited liability company

By: _____
Print Name: Lance Killian
Title: _____
Date: _____

State of Washington )
) ss.
County of Clark )

I certify that I know or have satisfactory evidence

that Lance Killian is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as_____of Three Creeks Investors LLC, a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:_____, 2019.

Notary Seal

_____
Notary Public for Washington

_____
Name of Notary

My appointment expires: _____

**EXHIBIT INDEX**

**EXHIBIT A-1 – LEGAL DESCRIPTIONS**

**EXHIBIT A-2 – DEPICTION OF DEVELOPERS' PROPERTIES**

**EXHIBIT B – KITTELSON & ASSOCIATES, THREE CREEKS MIXED-USE DEVELOPMENT TRIP GENRATION ESTIMATE, dated November 8, 2017**

**EXHIBIT A-1**
Legal Descriptions

117840-000

Lot 8 and 9, MOUNTAIN VIEW ACRES, according to the plat thereof, recorded in Volume "D" of plats, Page 074, records of Clark County, Washington.

EXCEPT that portion of said premises lying East of the West line of NE 15th Avenue (as conveyed by deeds recorded under Auditor's File No.'s 4114159, 4165351 and 4162120).

ALSO EXCEPT any portion lying within William Smith Road (now known as NE 173rd Street).

181930-000

That portion of the Northwest quarter of Section 14, Township 3 North, Range 1 East of the Willamette Meridian, described as follows:

BEGINNING at a point that is North 89°35' East 832 feet from the Northwest corner of said Section 14; thence South 825 feet; then South 89°35' West 225.72 feet; thence North 796.1 feet to the South line of the County Road; thence North 69°57' East 79.54 feet; thence North 89°35' East 151.0 feet to the Point of Beginning.

EXCEPT that portion conveyed to the State of Washington under Auditor's File No. G 274953.

181937-000

That portion of the Northwest quarter of Section 14, Township 3 North, Range 1 East of the Willamette Meridian, described as follows:

BEGINNING at a point that is North 89°35' East 1100 feet East from the Northwest corner of Section 14, Township 3 North, Range 1 East of the Willamette Meridian; thence South 89°35' West 268.4 feet; thence South 825 feet; thence North 89°35' East 239.4 feet; thence Northerly 825 feet, more or less, to the Point of Beginning.

EXCEPT any portion lying within NE 179th Street.

181905-000, 181963-000 and 181971-000

PARCEL A

BEGINNING at a point 16 chains East of the Northwest corner of Section 14, Township 3 North, Range 1 East of the Willamette Meridian, in Clark County, Washington; thence East 191.4 feet, more or less, to the Northwest corner of the Stuart tract as conveyed by deed recorded under Auditor's File No. G 624943; thence South along said Stuart tract 660 feet to the Southwest corner of said Stuart tract; thence West 191.4 feet, more of less, to a point 660 feet South of the Point of Beginning; thence north 660 feet to the Point of Beginning.

EXCEPT that portion conveyed to Clark County by deed recorded July 14, 2005, under Auditor's File No. 4017134, records of Clark County, Washington.

EXCEPT any portion lying within N.E. 179th Street.

ALSO EXCEPT beginning at a point that is North 89°35' East 1100 feet East from the Northwest corner of Section 14, Township 3 North, Range 1 East of the Willamette Meridian, in Clark County, Washington; thence South 89°35' West 44 feet; thence South 825 feet; thence North 89°35' East 15 feet; thence Northerly 825 feet, more or less, to the Point of Beginning.

PARCEL B

BEGINNING at a point 1412.4 feet East of the Northwest corner of Section 14, Township 3 North, Range 1 East of the Willamette Meridian, in Clark County, Washington; thence South 660 feet; thence West 165 feet; thence North 660 feet; thence East 165 feet to the Point of Beginning.

EXCEPT that portion conveyed to Clark County by deed recorded July 14, 2005, under Auditor's File No. 4017134, records of Clark County, Washington.

EXCEPT any portion lying within N.E. 179th Street.

PARCEL C

BEGINNING at a point 1742.4 feet East of the Northwest corner of Section 14, Township 3 North, Range 1 East of the Willamette Meridian, in Clark County, Washington; thence South 660 feet; thence West 330 feet; thence North 660 feet; thence East 330 feet to the Place of Beginning.

EXCEPT that portion conveyed to Clark County by deed recorded July 14, 2005, under Auditor's File No. 4017134, records of Clark County, Washington.

EXCEPT any portion lying within N.E. 179th Street.

181957-000

That portion of the Northwest quarter of Section 14, Township 3 North, Range 1 East of the Willamette Meridian, described as follows:

BEGINNING at a point which is 1,742.4 feet East and 660 feet South of the Northwest corner of Section 14; thence South 165 feet; thence West 671.4 feet; thence Northerly along the tract presently owned by Grantee 165 feet more or less to a point located 666.2 feet West of the Place of Beginning; thence East to the Place of Beginning.

TOGETHER WITH a 30 foot wide easement for ingress, egress and utilities, described as follows:

A 30 foot easement over the East portion of the following described property:

That property beginning at a point that is North 89°35' East 1,100 feet East of the Northwest corner of Section 15 Township 3 North, Range 1 East of the Willamette Meridian; thence South 89°35' West 44 feet; thence South 825 feet; thence North 89°35' East 15 feet; thence Northerly 825 feet, more or less, to the Point of Beginning.

EXCEPT that portion conveyed to Clark County by deed recorded October 26, 2005, under Auditor's File No. 4072444, records of Clark County, Washington.

TOGETHER WITH that portion of the Northwest quarter of Section 14, Township 3 North, Range 1 East of the Willamette Meridian, in Clark County, Washington, described as follows:

BEGINNING at a point that is North 89°35' East 1,100 feet East from the Northwest corner of Section 14, Township 3 North, Range 1 East of the Willamette Meridian; thence South 89°35' West 268.4 feet; thence South 825 feet; thence North 89°35' East 239.4 feet; thence Northerly 825 feet, more or less, to the Point of Beginning.

**181190-000**

The South Half of the North Half of the Northwest Quarter of the Southwest Quarter of Section 11, Township 3 North, Range 1 East of the Willamette Meridian in Clark County, Washington.
EXCEPT that portion lying within SR-502, also known as NE 10th Avenue.

**181199-000**

The South half of the Northwest quarter of the Southwest quarter of Section 11, Township 3 North, Range 1 East of the Willamette Meridian, Clark County, State of Washington.

EXCEPT any portion lying within SR-502, also known as NE 10th Avenue.

**181206-000**

The West half of the West half of the East half of the Southwest quarter of Section 11, Township 3 North, Range 1 East of the Willamette Meridian, Clark County, Washington.

EXCEPT that portion lying within the right of way of NE 179th Street.
EXCEPT the portion of the property that is zoned for General Commercial use.

# EXHIBIT A-2




* North Agreement

* Δ South Agreement
Amendment to Development Agreements

//// Formerly UH Overlay Properties

EXHIBIT B

KITTELSON & ASSOCIATES

November 8, 2017 Project #: 7859

David Jardin
Clark County Department of Public Works
1300 Franklin Street, 4th Floor
Vancouver, WA 98666-9810

***RE: Three Creeks Mixed-use Development Trip Generation Estimate***

Dear David,

This letter summarizes the anticipated trip generation associated with phased build-out of the planned Three Creeks Mixed-use Development, including documentation of trips associated with current/former use of component properties comprising the site. The project encompasses land situated east of Interstate 5 (I-5) both north and south of NE 179th Street in Clark County. Figure 1 shows the conceptual development plan and phasing.

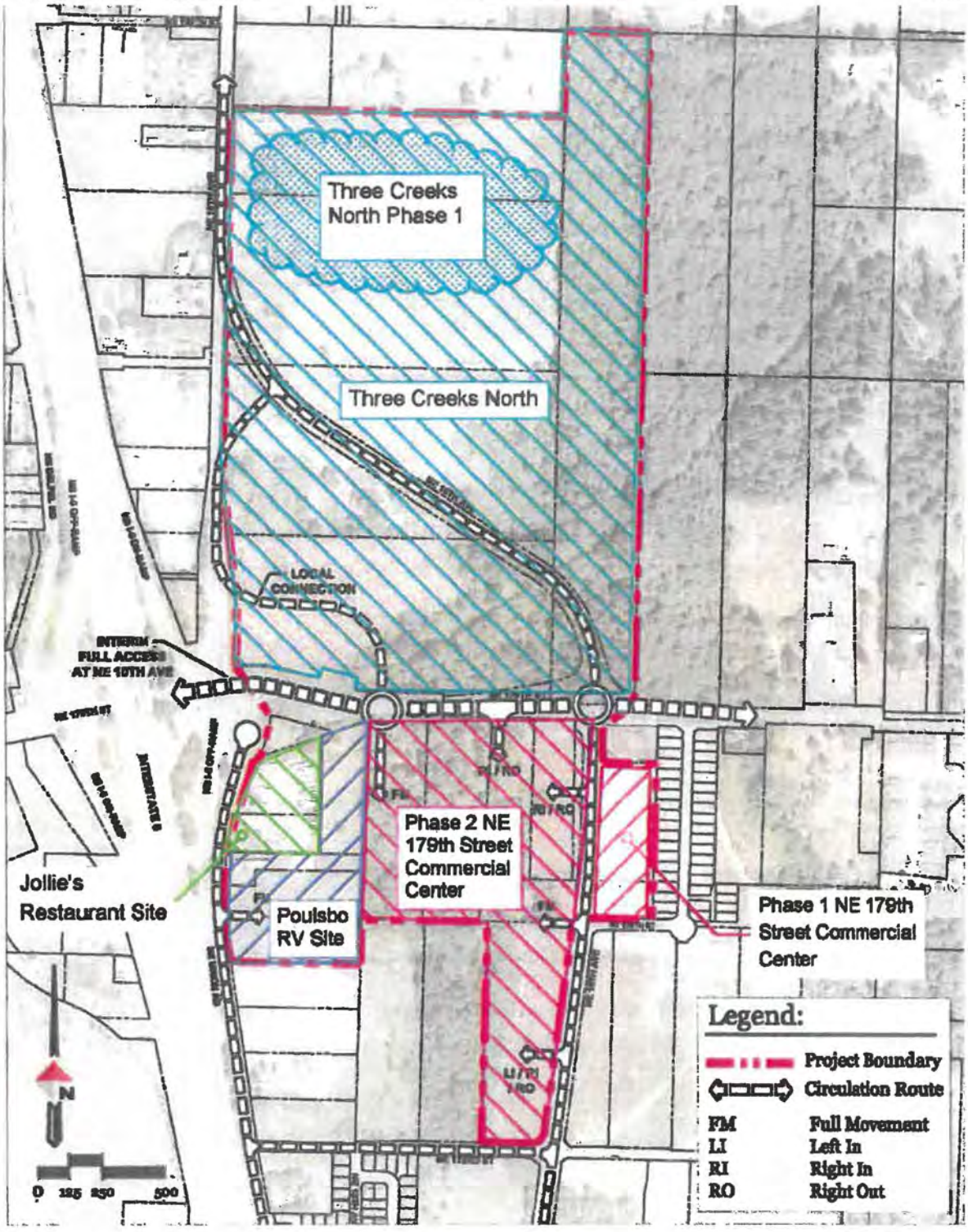
Current and/or approved site uses include:

- Former Poulsbo RV site located on NE Union Road;
- Existing Jollie's 24-Hour Restaurant and Lounge located on NE Union Road;
- Three single family homes located north of NE 179th Street;
- Previously approved Phase 1 of the NE 179th Street Commercial Center; and
- Previously approved Phase 2 of the NE 179th Street Commercial Center (subject to concurrency mitigation requirements).

Proposed and/or anticipated uses on the site include:

- Three Creeks North Phase 1
- Three Creeks North Buildout (post Phase 1)
- Three Creeks South Buildout (remains undefined and is not included in this letter)

Further details on each of the trip generation components are provided below. A summary table at the end of the letter provides an overall summary of the cumulative site trip generation.




# Three Creeks Investors LLC - Site Circulation and Access

Image Source: DOWL

Conceptual Development Plan
Clark County, Washington

Figure
1

KITTELSON & ASSOCIATES

K:\07\17653 - Clark County 179th Retail Rezone\2017 Update\figs\17653_T4\Fig1 for Trip Memo.dwg Nov 06, 2017 - 8:45am - CBREHMER Layout Tab: 09

## FORMER POULSBO RV SITE

**Trips associated with this property were previously documented in an August 8, 2016 letter to Clark County Department of Public Works (refer to Appendix 1). The trip estimates are shown in Table 1.**

**Table 1. Former Poulsbo RV Trip Generation Estimate**

| Land Use | ITE Code | Size (Square feet) | Daily Trips[1] | Weekday AM Peak | | | Weekday PM Peak | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | Total | In | Out | Total | In | Out |
| Recreational Vehicle Sales | 842 | 9,580 | 300 | 18 | 14 | 4 | 24 | 9 | 15 |

[1] Trip estimate derived using *Trip Generation* Automobile Sales trip rate adjusted by a ratio comparing the weekday PM peak hour trip rates for Automobile Sales and Recreational Vehicle Sales in *Trip Generation.*

## EXISTING JOLLIE'S 24-HOUR RESTAURANT AND LOUNGE

**Traffic counts were completed for a 48-hour period at the Jollie's site in September 2017 on two mid-week days (refer to Appendix 2). The observed site trip generation is summarized in Table 2.**

**Table 2. Jollie's Restaurant and Lounge Trip Generation Estimate**

| Land Use | Data Source | Daily Trips[1] | Weekday AM Peak[2] | | | Weekday PM Peak[2] | | |
|---|---|---|---|---|---|---|---|---|
| | | | Total | In | Out | Total | In | Out |
| Jollie's Restaurant and Lounge | On-site Traffic Counts | 709 | 45 | 24 | 21 | 70 | 32 | 38 |

[1] Trip estimate reflects average of 48-hour traffic counts conducted in hourly intervals
[2] Trip estimate reflects peak of 7-9 AM and 4-6 PM traffic counts conducted in 5-minute increments on one day.

## THREE SINGLE FAMILY HOMES LOCATED NORTH OF NE 179TH STREET.

**There were previously three single homes located on the Three Creeks North site, each accessed via NE 10th Avenue. The estimated trips associated with these homes are shown in Table 3.**

**Table 3. Former Three Creeks North Site Trip Generation Estimate**

| Land Use | ITE Code | Size | Weekday Daily | Weekday AM Peak Hour | | | Weekday PM Peak Hour | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | Total | In | Out | Total | In | Out |
| Single Family Detached Homes | 210 | 3 units | 29 | 2 | 0 | 2 | 3 | 2 | 1 |

## PHASE 1 OF THE NE 179TH STREET COMMERCIAL CENTER

**The approved and vested Phase 1 NE 179th Street Commercial Center is to be located south of NE 179th Street and east of NE 15th Avenue. Site-generated trips associated with this development are documented in the *Transportation Impact Analysis for Phase 1 of the NE 179th Street Commercial Center* dated July 22, 2013 and shown in Table 4.**

**Table 4. Phase 1 NE 179th Street Commercial Center Trip Generation Estimate**

| Land Use | ITE Code | Size (Square feet) | Weekday Daily | Weekday AM Peak Hour | | | Weekday PM Peak Hour | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | Total | In | Out | Total | In | Out |
| Shopping Center (using equation) | 820 | 60,000 (Previously approved) | 4,870 | 114 | 71 | 43 | 425 | 204 | 221 |
| *Pass-by Trips (34%)* | | | *(1,660)* | *(40)* | *(20)* | *(20)* | *(144)* | *(72)* | *(72)* |
| *Diverted Trips (26%)* | | | *(1,270)* | *(30)* | *(15)* | *(15)* | *(110)* | *(55)* | *(55)* |
| **Net New Trips** | | | **1,940** | **44** | **36** | **8** | **171** | **77** | **94** |

## PHASE 2 OF THE NE 179TH STREET COMMERCIAL CENTER

The approved and vested Phase 2 NE 179th Street Commercial Center is also to be located south of NE 179th Street but to the west of NE 15th Avenue. Development of this project is subject to delivery of concurrency-required transportation improvements along the NE 179th Street corridor. Site-generated trips associated with this development are documented in the *Transportation Impact Analysis for Phase 2 of the NE 179th Street Commercial Center* dated October 11, 2013 and shown in Table 5.

**Table 5. Phase 2 NE 179th Street Commercial Center Trip Generation Estimate**

| Land Use | ITE Code | Size (Square feet) | Weekday Daily | Weekday AM Peak Hour | | | Weekday PM Peak Hour | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | Total | In | Out | Total | In | Out |
| Shopping Center (Difference) | 820 | 200,000 | 7,770 | 166 | 103 | 63 | 711 | 341 | 370 |
| *Pass-by Trips (34%)* | | | *(2,640)* | *(56)* | *(28)* | *(28)* | *(242)* | *(121)* | *(121)* |
| *Diverted Trips (26%)* | | | *(2,020)* | *(44)* | *(22)* | *(22)* | *(184)* | *(92)* | *(92)* |
| **Net New Trips** | | | **3,110** | **66** | **53** | **13** | **285** | **128** | **157** |

## PROPOSED THREE CREEKS NORTH PHASE 1

Trips associated with the proposed Three Creeks North Site are summarized in Table 6.

**Table 6. Three Creeks North Phase 1 Trip Generation Estimate**

| Land Use | ITE Code | Size | Weekday Daily | Weekday AM Peak Hour | | | Weekday PM Peak Hour | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | Total | In | Out | Total | In | Out |
| Single Family Detached Homes | 210 | 200 units | 1,904 | 150 | 37 | 113 | 200 | 126 | 74 |
| Apartments | 220 | 326 units | 2,168 | 166 | 33 | 133 | 202 | 131 | 71 |
| | | **Total Trips** | **4,072** | **316** | **70** | **246** | **402** | **257** | **145** |

## PROPOSED THREE CREEKS NORTH BUILDOUT

Table 7 summarizes the trips associated with potential Three Creeks North buildout after Phase 1 completion.

**Table 7. Trip Generation Estimate**

| Land Use | ITE Code | Size | Weekday Daily | Weekday AM Peak | | | Weekday PM Peak | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | Total | In | Out | Total | In | Out |
| Hotel | 310 | 150 rooms | 1,226 | 80 | 47 | 33 | 90 | 46 | 44 |
| Shopping Center[1] | 820 | 7,640 square feet | 326 | 7 | 4 | 3 | 28 | 13 | 15 |
| *Pass-By (34%)* | | | *(110)* | *0* | *0* | *0* | *(10)* | *(5)* | *(5)* |
| *Diverted (26%)* | | | *(84)* | *0* | *0* | *0* | *(6)* | *(3)* | *(3)* |
| High-Turnover (Sit-Down) Restaurant | 932 | 3,250 square feet | 414 | 35 | 19 | 16 | 32 | 19 | 13 |
| *Pass-By (43%)* | | | *(178)* | *(16)* | *(8)* | *(8)* | *(14)* | *(7)* | *(7)* |
| Medical-Dental Office | 720 | 130,680 sq. ft. | 4,722 | 312 | 246 | 66 | 467 | 131 | 336 |
| General Office | 710 | 130,680 sq. ft. | 1,442 | 204 | 180 | 24 | 195 | 33 | 162 |
| Congregate Care Facility | 253 | 201 beds | 406 | 12 | 7 | 5 | 34 | 19 | 15 |
| Assisted Living | 254 | 159 beds | 422 | 22 | 14 | 8 | 35 | 15 | 20 |
| Continuing Care Retirement Community | 255 | 37 beds | 88 | 5 | 3 | 2 | 6 | 2 | 4 |
| Total Trips | | | 9,046 | 677 | 520 | 157 | 887 | 278 | 609 |
| Total Pass-by | | | *(288)* | *(16)* | *(8)* | *(8)* | *(24)* | *(12)* | *(12)* |
| Total Diverted | | | *(84)* | *0* | *0* | *0* | *(6)* | *(3)* | *(3)* |
| | | **Net New Trips** | **8,674** | **661** | **512** | **149** | **857** | **263** | **594** |

Table 8 summarizes the cumulative site trip generation assuming full development of the Three Creeks North site but with some undeveloped areas still on the Three Creeks South site.

## Table 8. Cumulative Site Trip Generation Estimate

| Land Use | ITE Code | Size | Units | Daily Trips | Weekday AM Peak | | | Weekday PM Peak | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | Total | In | Out | Total | In | Out |
| **Former & Existing Uses (Trip Credits)** | | | | | | | | | | |
| Recreational Vehicle Sales | 842 | 9,580 | square feet | 300 | 18 | 14 | 4 | 24 | 9 | 15 |
| Jollie's Restaurant and Lounge | On-site Traffic Counts | | | 709 | 45 | 24 | 21 | 70 | 32 | 38 |
| Single Family Homes (3 Creeks North) | 210 | 3 | homes | 29 | 2 | 0 | 2 | 3 | 2 | 1 |
| **Subtotal Existing Trips (Trip Credits)** | | | | **1,038** | **65** | **38** | **27** | **97** | **43** | **54** |
| **Approved and Proposed Uses** | | | | | | | | | | |
| **Phase 1 NE 179th Commercial Center (Previously Approved)** | | | | | | | | | | |
| Shopping Center | 820 | 60,000 | square feet | 4,870 | 114 | 71 | 43 | 425 | 204 | 221 |
| *Pass-by Trips (34%)* | | | | *(1,660)* | *(40)* | *(20)* | *(20)* | *(144)* | *(72)* | *(72)* |
| *Diverted Trips (26%)* | | | | *(1,270)* | *(30)* | *(15)* | *(15)* | *(110)* | *(55)* | *(55)* |
| **Phase 2 NE 179th Commercial Center (Previously Approved)** | | | | | | | | | | |
| Shopping Center | 820 | 200,000 | square feet | 7,770 | 166 | 103 | 63 | 711 | 341 | 370 |
| *Pass-by Trips (34%)* | | | | *(2,640)* | *(56)* | *(28)* | *(28)* | *(242)* | *(121)* | *(121)* |
| *Diverted Trips (26%)* | | | | *(2,020)* | *(44)* | *(22)* | *(22)* | *(184)* | *(92)* | *(92)* |
| **Three Creeks North Phase 1 (Proposed)** | | | | | | | | | | |
| Single Family Residential | 210 | 200 | homes | 1,904 | 150 | 37 | 113 | 200 | 126 | 74 |
| Apartments | 220 | 326 | homes | 2,168 | 166 | 33 | 133 | 202 | 131 | 71 |
| **Three Creeks North Buildout After Phase 1 (Proposed)** | | | | | | | | | | |
| Hotel | 310 | 150 | rooms | 1,226 | 80 | 47 | 33 | 90 | 46 | 44 |
| Shopping Center | 820 | 7,640 | square feet | 326 | 7 | 4 | 3 | 28 | 13 | 15 |
| *Pass-by Trips (34%)* | | | | *(110)* | *0* | *0* | *0* | *(10)* | *(5)* | *(5)* |
| *Diverted Trips (26%)* | | | | *(84)* | *0* | *0* | *0* | *(6)* | *(3)* | *(3)* |
| High-Turnover (Sit-Down) Restaurant | 932 | 3,250 | square feet | 414 | 35 | 19 | 16 | 32 | 19 | 13 |
| *Pass-By (43%)* | | | | *(178)* | *(16)* | *(8)* | *(8)* | *(14)* | *(7)* | *(7)* |
| Medical-Dental Office | 720 | 130,680 | square feet | 4,722 | 312 | 246 | 66 | 467 | 131 | 336 |
| General Office | 710 | 130,680 | square feet | 1,442 | 204 | 180 | 24 | 195 | 33 | 162 |
| Congregate Care Facility | 253 | 201 | unit | 406 | 12 | 7 | 5 | 34 | 19 | 15 |
| Assisted Living | 254 | 159 | bed | 422 | 22 | 14 | 8 | 35 | 15 | 20 |
| Continuing Care Retirement Comm. | 255 | 37 | units | 88 | 5 | 3 | 2 | 6 | 2 | 4 |
| **Subtotal Approved Proposed Trips** | | | | | | | | | | |
| Total | | | | 25,758 | 1,273 | 764 | 509 | 2,425 | 1,080 | 1,345 |
| *Pass-by Trips (34%)* | | | | *(4,588)* | *(112)* | *(56)* | *(56)* | *(410)* | *(205)* | *(205)* |
| *Diverted Trips (26%)* | | | | *(3,374)* | *(74)* | *(37)* | *(37)* | *(300)* | *(150)* | *(150)* |
| Net New Trips | | | | 17,796 | 1,087 | 671 | 416 | 1,715 | 725 | 990 |
| **Approved and Proposed Net New Trips - Existing Net New Trips** | | | | 11,708 | 912 | 544 | 368 | 1,162 | 477 | 685 |

The traffic impacts of the proposed development are documented separately in the November 2017 *Transportation Impact Analysis Supporting Phased Development of Three Creeks Mixed-use Development*. Additional future development within Three Creeks south of NE 179th Street will be documented separately.

Please contact us if you have questions or comments regarding the trip estimates.

Sincerely,
KITTELSON & ASSOCIATES, INC.

Chris Brehmer, PE
Senior Principal Engineer

Julia Kuhn, PE
Senior Principal Engineer



Appendix A
Former Poulsbo RV Site Trips

KITTELSON & ASSOCIATES, INC.
TRANSPORTATION ENGINEERING / PLANNING
610 SW Alder Street, Suite 700, Portland, OR 97205 503.228.5230 503.273.8169

August 8, 2016 **Project #: 7859.4**

David Jardin
Clark County Department of Public Works
1300 Franklin Street, Fourth Floor
Vancouver, WA 98666-9810

***RE: Former Recreational Vehicle Site Trip Generation Estimate***

Dear David,

This letter documents the estimated trip generation associated with the previous uses of a site located along Union Road south of NE 179th Street that is currently considered for redevelopment. This site was most recently used as a Recreational Vehicle (RV) dealership and is comprised of parcels 181901000, 18194200, 18938000, and 117800000.

The site currently includes two existing buildings that were used by the former RV dealership. A 5,580 square foot building was used as the office/sales building and a 4,000 square foot building housed five service bays for vehicle maintenance/repairs. Information provided by the former operator indicates that the site employed 30 to 40 sales, parts and service staff (depending on seasonal sales fluctuations).

Given that the RV dealership in no longer in operation on the site, we estimated the former site trip generation using rates obtained from *Trip Generation, 9th Edition*, published by the Institute of Transportation Engineers (ITE). Trip data for two land uses was considered in our analysis. *Trip Generation* offers only weekday PM peak hour trip data for Recreational Vehicle Sales (ITE Land Use Code 842) whereas it provides daily, weekday AM peak hour and weekday PM peak hour data for Automobile Sales (ITE Land Use Code 841). The weekday PM peak hour data for both land uses are comparable: the trip rate for Recreational Vehicle Sales is 2.54 trips/1,000 square feet of gross floor area and Automobile Sales is 2.62 trips/1,000 square feet of gross floor area. For this reason, we estimated site trip generation using the weekday PM peak hour ITE Recreational Vehicle Sales trip data and the daily and weekday AM peak hour trips based on the ITE Automobile Sales factored by the ratio of weekday PM peak hour trips between ITE Recreational Vehicle Sales and ITE Automobile Sales. These estimates are shown in Table 1.

**Table 1. Trip Generation Estimate**

| Land Use | ITE Code | Size (square feet) | Daily Trips[1] | Weekday AM Peak | | | Weekday PM Peak | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | Total | In | Out | Total | In | Out |
| Recreational Vehicle Sales | 842 | 9,580 | 300 | 18 | 14 | 4 | 24 | 9 | 15 |

[1] Trip estimate derived using *Trip Generation* Automobile Sales trip rate adjusted by a ratio comparing the weekday PM peak hour trip rates for Automobile Sales and Recreational Vehicle Sales in *Trip Generation*.

Please contact me if you have any questions or need additional information.

Sincerely,
KITTELSON & ASSOCIATES, INC.

Chris Brehmer, P.E.
Principal Engineer

Cc: Lance Killian, Three Creeks Development



# Appendix B
# Jollie's Restaurant Site Traffic Counts

Quality Counts
TRANSPORTATION DATA COLLECTION SERVICE

Date Counted: 9/6/2017
Location/Intersection: NE Union Rd -- All Dwys Combined
Site Code: 14497731

| | In | Out | Interval Total | 1-hour |
|---|---|---|---|---|
| 7:00 AM | 1 | 1 | 2 | |
| 7:05 AM | 5 | 0 | 5 | |
| 7:10 AM | 0 | 1 | 1 | |
| 7:15 AM | 2 | 2 | 4 | |
| 7:20 AM | 1 | 0 | 1 | |
| 7:25 AM | 3 | 2 | 5 | |
| 7:30 AM | 4 | 1 | 5 | |
| 7:35 AM | 1 | 2 | 3 | |
| 7:40 AM | 1 | 0 | 1 | |
| 7:45 AM | 3 | 0 | 3 | |
| 7:50 AM | 2 | 6 | 8 | |
| 7:55 AM | 1 | 4 | 5 | 43 |
| 8:00 AM | 1 | 3 | 4 | 45 |
| 8:05 AM | 1 | 0 | 1 | 41 |
| 8:10 AM | 0 | 1 | 1 | 41 |
| 8:15 AM | 0 | 0 | 0 | 37 |
| 8:20 AM | 2 | 0 | 2 | 38 |
| 8:25 AM | 1 | 2 | 3 | 36 |
| 8:30 AM | 2 | 0 | 2 | 33 |
| 8:35 AM | 2 | 1 | 3 | 43 |
| 8:40 AM | 0 | 3 | 3 | 35 |
| 8:45 AM | 0 | 3 | 3 | 35 |
| 8:50 AM | 3 | 1 | 4 | 31 |
| 8:55 AM | 0 | 1 | 1 | 27 |
| Total | 36 | 34 | 70 | |
| | 24 | 21 | 45 | AM Peak |

| | In | Out | Interval Total | 1-hour |
|---|---|---|---|---|
| 4:00 PM | 3 | 5 | 8 | |
| 4:05 PM | 4 | 2 | 6 | |
| 4:10 PM | 0 | 5 | 5 | |
| 4:15 PM | 3 | 0 | 3 | |
| 4:20 PM | 1 | 2 | 3 | |
| 4:25 PM | 1 | 1 | 2 | |
| 4:30 PM | 3 | 2 | 5 | |
| 4:35 PM | 1 | 1 | 2 | |
| 4:40 PM | 3 | 3 | 6 | |
| 4:45 PM | 2 | 1 | 3 | |
| 4:50 PM | 7 | 3 | 10 | |
| 4:55 PM | 2 | 0 | 2 | 55 |
| 5:00 PM | 2 | 2 | 4 | 51 |
| 5:05 PM | 3 | 3 | 6 | 51 |
| 5:10 PM | 1 | 6 | 7 | 53 |
| 5:15 PM | 1 | 3 | 4 | 54 |
| 5:20 PM | 1 | 3 | 4 | 55 |
| 5:25 PM | 4 | 0 | 4 | 57 |
| 5:30 PM | 1 | 4 | 5 | 57 |
| 5:35 PM | 5 | 4 | 9 | 64 |
| 5:40 PM | 4 | 7 | 11 | 69 |
| 5:45 PM | 1 | 3 | 4 | 70 |
| 5:50 PM | 0 | 1 | 1 | 61 |
| 5:55 PM | 1 | 1 | 2 | |
| Total | 54 | 62 | 116 | |
| | 32 | 38 | 70 | PM Peak |

Quality Counts
TRANSPORTATION DATA COLLECTION SERVICES

Date Counted: 9/6/2017 - 9/7/2017
Location/Intersection: NE Union Rd – All Dwys Combined
Site Code: 14497735

| 9/6/2017 | In | Out | Interval Total |
|---|---|---|---|
| 12:00 AM | 0 | 1 | 1 |
| 1:00 AM | 2 | 1 | 3 |
| 2:00 AM | 0 | 0 | 0 |
| 3:00 AM | 1 | 1 | 2 |
| 4:00 AM | 8 | 7 | 15 |
| 5:00 AM | 10 | 6 | 16 |
| 6:00 AM | 9 | 9 | 18 |
| 7:00 AM | 24 | 19 | 43 |
| 8:00 AM | 12 | 15 | 27 |
| 9:00 AM | 17 | 16 | 33 |
| 10:00 AM | 19 | 20 | 39 |
| 11:00 AM | 19 | 19 | 38 |
| 12:00 PM | 28 | 21 | 49 |
| 1:00 PM | 23 | 26 | 49 |
| 2:00 PM | 23 | 25 | 48 |
| 3:00 PM | 35 | 21 | 56 |
| 4:00 PM | 30 | 25 | 55 |
| 5:00 PM | 24 | 36 | 60 |
| 6:00 PM | 20 | 21 | 41 |
| 7:00 PM | 21 | 26 | 47 |
| 8:00 PM | 11 | 15 | 26 |
| 9:00 PM | 11 | 21 | 32 |
| 10:00 PM | 6 | 6 | 12 |
| 11:00 PM | 1 | 1 | 2 |
| Total | 354 | 358 | 712 |

| 9/7/2017 | In | Out | Interval Total |
|---|---|---|---|
| 12:00 AM | 0 | 0 | 0 |
| 1:00 AM | 1 | 3 | 4 |
| 2:00 AM | 1 | 1 | 2 |
| 3:00 AM | 1 | 1 | 2 |
| 4:00 AM | 1 | 3 | 4 |
| 5:00 AM | 10 | 2 | 12 |
| 6:00 AM | 15 | 8 | 23 |
| 7:00 AM | 16 | 14 | 30 |
| 8:00 AM | 11 | 18 | 29 |
| 9:00 AM | 7 | 9 | 16 |
| 10:00 AM | 17 | 14 | 31 |
| 11:00 AM | 29 | 15 | 44 |
| 12:00 PM | 32 | 25 | 57 |
| 1:00 PM | 24 | 27 | 51 |
| 2:00 PM | 16 | 20 | 36 |
| 3:00 PM | 22 | 18 | 40 |
| 4:00 PM | 20 | 20 | 40 |
| 5:00 PM | 39 | 22 | 61 |
| 6:00 PM | 17 | 24 | 41 |
| 7:00 PM | 24 | 21 | 45 |
| 8:00 PM | 28 | 22 | 50 |
| 9:00 PM | 16 | 16 | 32 |
| 10:00 PM | 12 | 29 | 41 |
| 11:00 PM | 4 | 11 | 15 |
| Total | 363 | 343 | 706 |

*2-day Average* *709*

EXHIBIT B

# Option 8: No Levy Increase

## Total Cost $66.5 Million

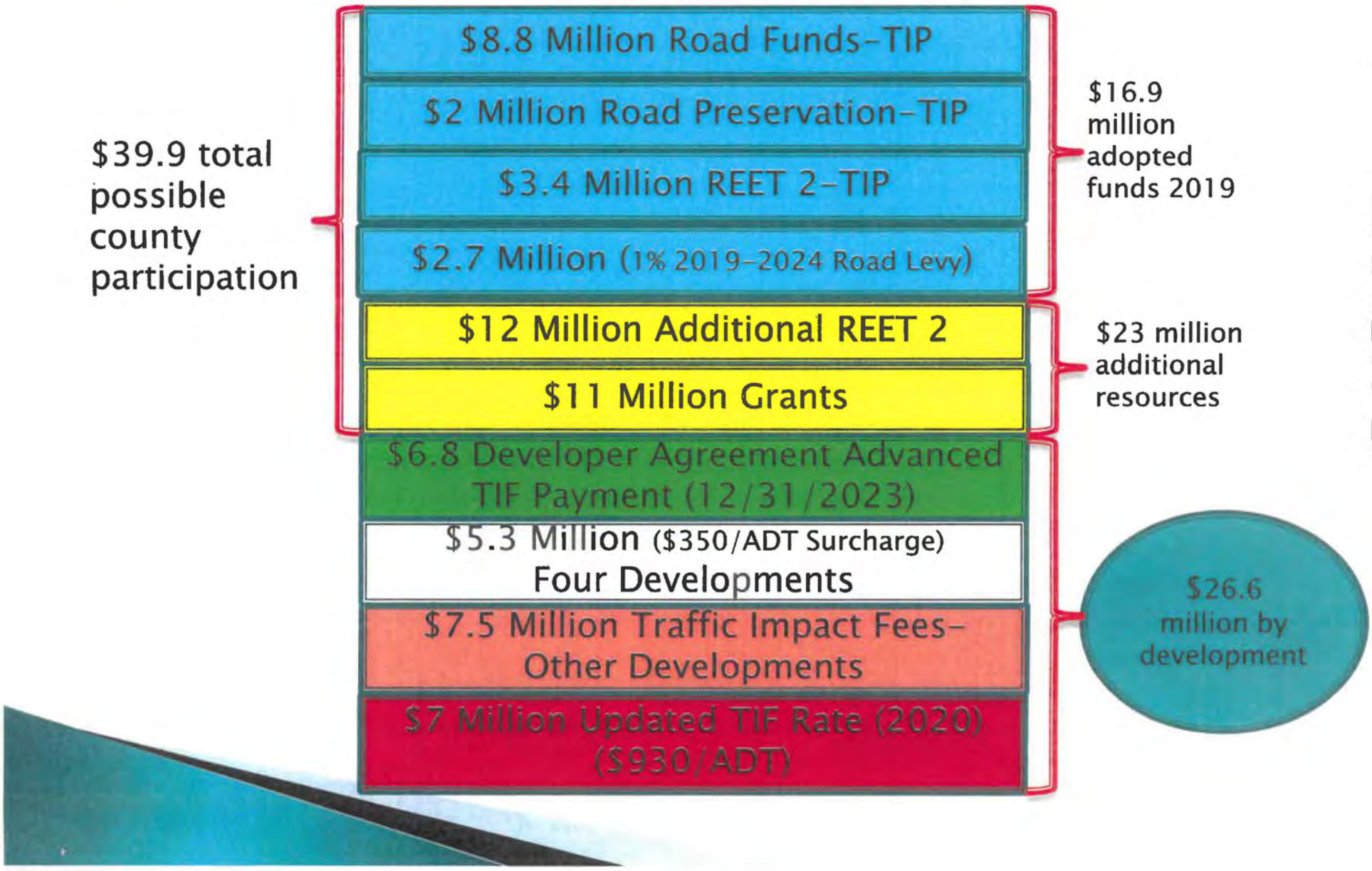



EXHIBIT B

# ORDINANCE NO. 2020-02-02

**An ordinance relating to land use adopting amendments to the Clark County 20-year Comprehensive Growth Management Plan 2015-2035 map; zoning map; arterial atlas map; comprehensive plan text; capital facilities plans; urban holding; and Clark County Code Title 40.**

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

WHEREAS, the 20-Year Comprehensive Growth Management Plan has been updated and amended numerous times since 1994, through periodic updates and through annual reviews, all pursuant to GMA; and

WHEREAS, through Ordinances 2004-09-02 and 2007-09-13, the county applied the urban holding overlay zone to all lands brought into the unincorporated Urban Growth Areas (UGA). Urban holding is removed when the county can demonstrate that full urban services will be provided before or in tandem with development upon annexation. Identified criteria must be met in order to remove the Urban Holding zoning from the Vancouver Urban Growth Area. The city's annexation is not required for the removal of the Vancouver Urban Growth Area (2016 Plan); and

WHEREAS, for those areas in the northern section of the Vancouver Urban Growth Area, where annexation is not feasible in the foreseeable future, urban holding removal requires a more precise level of analysis than the general application; and

WHEREAS, pursuant to RCW 36.70A.130, Clark County adopted an updated 20-Year Comprehensive Growth Management Plan 2015-2035 (2016 Plan) through amended Ordinance 2016-06-12 on June 28, 2016; and

WHEREAS, the 2016 Plan Chapter 14 Procedural Guidelines states "When development polices require a legislative action prior to urban development occurring, the county applies the Urban Holding Plan Map and Zoning Overlay with a specific underlying urban zone. In these cases, identified criteria are established that must be met in order to remove the urban holding zoning and authorize the underlying urban zone. Under certain circumstances a Master Plan or Sub-Area Plan which includes how and when an area develops and with what uses, may be required. In most cases, city plan policies may require annexation prior to development." (Page 271); and

WHEREAS, any action to lift urban holding without annexation must be supported by findings that the land areas in question fulfill the requirements in the 2016 Plan which states "The urban holding overlay designation may be removed pursuant to Clark County Code 40.560.010 upon satisfaction of the following: .... (2) West Fairgrounds and East Fairgrounds: Determination that the completion of localized critical links and intersection improvements are reasonably funded as shown on the county 6-year Transportation Improvement Plan or through a development agreement." (Page 272); and

WHEREAS, Clark County Council (council) directed county staff on January 23, 2019, to initiate a process for the lifting of the urban holding overlay zone in the Vancouver UGA; and

WHEREAS, on May 7 and July 16, 2019, at duly noticed public hearings, council considered and received testimony on selecting a financing option to reasonably fund the localized critical links

and intersection improvements to maintain concurrency in the NE 179th St. area of the Vancouver UGA; and

WHEREAS, the Clark County Council adopted Resolution 2019-08-05 selecting a financing plan for public infrastructure in the vicinity of NE 179th St. and authorizing entry into development agreements at a duly noticed public hearing on August 20, 2019; and

WHEREAS, Resolution 2019-08-05 Exhibit B adopted financing plan number eight (8) and outlined future council action to implement the public financing plan. The financing plan included the following: (a) an increase in Real Estate Excise Tax (REET) 2 and traffic impact fees; (b) traffic surcharges set forth in the development agreements approved August 20; (c) prepayment of traffic impact fees and surcharges pursuant to the development agreements; (c) an increase of 1% in the road fund levy; (d) a one-time $2 million deferral of preservation funds; and (e) receipt of grants totaling $66.5 million; and

WHEREAS, on November 5, 2019 at a duly noticed public hearing, council considered, received testimony, and adopted Resolution 2019-11-01 on the 6-year Transportation Improvement Plan 2020-2025; and

WHEREAS, RCW 36.70A.120 requires that the county "…shall perform its activities and make capital budget decisions in conformity with its comprehensive plan"; and

WHEREAS, GMA Goal 12, RCW 36.70A.020 (12), regarding public facilities and services, addresses the need to ensure the adequacy of public facilities and services to serve the development at the time of the development is available for occupancy and without decreasing the current levels of service below locally established minimum standards; and

WHEREAS, the school districts' and the county's Capital Facilities Plan 2015-2035 (2020 CFP) establishes minimum level of service standards for those capital facilities necessary to support development, provides an inventory of capital facilities, and forecasts future facility needs; and

WHEREAS, the 2020 CFP identifies the localized critical transportation links and intersection improvements necessary to maintain concurrency in the NE 179th St. area of the Vancouver UGA necessary to support development; and

WHEREAS, on November 12, 2019 council considered and received testimony at a duly noticed public hearing on the proposed 2020 CFP and associated Traffic Impact Fees; and

WHEREAS, on November 26, 2019 council adopted the 2020 Annual Budget that includes a dedication to the NE 179th St. area transportation projects of $12 million from the REET 2 fund; and

WHEREAS, council determined that the actions provided for in Resolution 2019-08-05 Exhibit B meet the criteria for reasonably funding the localized critical links and intersection improvements necessary to maintain concurrency in the NE 179th St. area and fulfills the requirements to remove the urban holding overlay; and

WHEREAS, the county must address certain requests for comprehensive plan and zoning changes to meet the goals and requirements of Chapter 36.70A RCW; and

WHEREAS, certain property owners of, and parties with interests in, one or more below-described real properties have each requested a 20-Year Comprehensive Growth Management Plan Amendment and Zone Change; and

WHEREAS, consistent with the State Environmental Policy Act (SEPA) requirements of Chapter 43.21C RCW, notices with determinations of non-significance were issued on March 19, 2018, April 9, April 28, May 15, June 4, July 17, and August 1, 2019, and no party has appealed those determinations; and

WHEREAS, comments were received regarding the SEPA reviews for CPZ 2019-00002, CPZ 2019-00003, CPZ 2019-00006, CPZ 2019-00007, and CPZ2019-00010, and were included in the public record for each case and were considered by the Planning Commission and the County Council; and

WHEREAS, the Planning Commission reviewed the amendments at duly noticed public hearings on June 20, July 18, August 15, September 19, October 3, October 8, October 17, and November 21, 2019 and has forwarded its recommendations to the County Council; and

WHEREAS, the council considered amendment cases:

- CPZ 2019-00002 NE 152nd Ave, and reconsideration of proposed amendment;
- CPZ 2019-00003 Riverview Asset;
- CPZ 2019-00004 Groth;
- CPZ 2019-00006 25th Ave Subdivision;
- CPZ 2019-00007 Neighborhood Pet Clinic;
- CPZ 2019-00010 School Public Facility Zoning;
- CPZ 2019-00011 Schools Capital Facilities Plan and School Impact Fees La Center;
- CPZ 2019-00020 Schools Capital Facilities Plan and School Impact Fees Evergreen;
- CPZ 2019-00021 Schools Capital Facilities Plan and School Impact Fees Hockinson;
- CPZ 2019-00022 Schools Capital Facilities Plan and School Impact Fees Woodland;
- CPZ 2019-00027 School Impact Fees Ridgefield;
- CPZ 2019-00023 Hinton Development Agreement, and amendment and restatement of development agreement with Hinton, et al.;
- CPZ 2019-00024 Wollam Development Agreement;
- CPZ 2018-00021 Urban Holding Removal Phase 2 (Holt Homes), and amendment and restatement of development agreement with Mill Creek JV LLC, et al;
- CPZ 2019-00031 Comprehensive Plan Map – Urban Holding Removal NE 179th Area;
- CPZ 2019-00017 20-Year Capital Facilities Plan and Traffic Impact Fees;
- CPZ 2019-00016 Arterial Atlas Map and Title 40 Appendix F;
- CPZ 2019-00014 Title 40 Amendment – FR40/cemeteries and school utilities; and
- CPZ 2019-00029 Development Agreement Procedures; and

WHEREAS, the council held work sessions on May 13, May 29, June 12, July 10, August 20, August 28, September 17, October 9, October 23; and council times on March 6, March 20, April 3, April 10, May 1, May 22, and December 18, 2019; and public hearings on May 7, July 16, August 20, September 3, September 17, October 1, November 5, November 12, 2019, and January 21, 2020;

WHEREAS, at public hearings the council took public testimony from interested parties and considered all comments presented; and

WHEREAS, the council also considered the recommendations of the Clark County Planning Commission; and

WHEREAS, the council in reviewing all the proposed comprehensive plan changes considered the cumulative impacts of those changes, consistent with Clark County Code 40.560.010(P), Cumulative Impact; and

WHEREAS, the council finds that adoption of the amendments are in the best public interest and will further the public health, safety and welfare; now therefore,

**BE IT HEREBY ORDERED, RESOLVED AND DECREED BY THE CLARK COUNTY COUNCIL, CLARK COUNTY, STATE OF WASHINGTON, as follows:**

**Section 1. Findings.**

The Recitals above are hereby adopted as Findings in support of this Ordinance. The findings and analysis contained in the Clark County Planning Commission's Recommendations to council dated August 20, September 3, September 17, October 1, November 5, and November 12, 2019, relating to the 2019 Comprehensive Plan and Dockets Amendments, are hereby adopted and incorporated herein by reference except where inconsistent with the following:

**Section 2. Comprehensive Land Use Plan and Zoning Map Modifications.**

1. In the matter of **Annual Review item number CPZ2019-00002 NE 152nd Ave,** the council **approved** a request to amend the comprehensive plan and zoning designation on a portion of parcel 154246000 from Commercial (CC) to Urban Low (R1-6) on approximately 6 acres and retain the remainder approximately 1.5 acres in Commercial (CC) designation. Tax serial number 154246000, located in the Northeast ¼ of Section 2, Township 2 North, Range 2 East of the Willamette Meridian (Exhibit 1 and 1a).

2. In the matter of **Annual Review item number CPZ2019-00003 Riverview Asset,** the council **denied** a request to amend the comprehensive plan and zoning designation from Industrial (BP) to Urban Low Density Residential (R1-10) on approximately 50 acres, and Commercial (CC) on approximately 10 acres. Tax serial numbers 200326000 and 200355000, located in the SE ¼ of Sec. 35, Township 3N, Range 2E of the Willamette Meridian.

3. In the matter of **Annual Review item number CPZ2019-00004 Groth,** the council **approved** a request to amend the comprehensive plan and zoning designation from Rural 10 (R-10) to Rural 5 (R-5) on one parcel that is 26.29 acres. Tax serial number 210776000 located in the Northwest ¼ of Section 7, Township 4 North, Range 1 East of the Willamette Meridian (Exhibits 2 and 2a).

4. In the matter of **Annual Review item number CPZ2019-00006 25th Ave Subdivision,** the council **approved** a request to amend the comprehensive plan and zoning designation from Urban Low Density Residential (R1-6) and Highway 99 Single Family Residential Overlay to Urban Medium Density Residential (R-18) and Highway 99 Mixed Residential Overlay on one parcel that is 1.99 acres (Exhibits 3 and 3a). Tax serial number 145032000, located in the Southeast ¼ of Section 1, Township 2 North, Range 1 East of the Willamette Meridian.

5. In the matter of **Annual Review item number CPZ2019-00007 Neighborhood Pet Clinic,** the council **approved** a request to amend the comprehensive plan and zoning designation from Urban Low Density Residential (R 1-10) to Commercial (CC) on one parcel that is 0.29 acres in size. (Exhibits 4 and 4a). Tax serial number 118138224 located in the Southeast ¼ of Section 29, Township 3 North, Range 1 East of the Willamette Meridian.

**Section 3. Docket Items/Clark County Initiated.**

1. In the matter of **Docket item number CPZ2019-00008 Whipple Creek,** the applicant **withdrew** their application from the 2019 cycle on October 17, 2019.

2. In the matter of **Docket item number CPZ2019-00010 School Public Facility Zoning,** the council **approved** the repeal of the Public Facility (PF) designation on the comprehensive plan and zoning maps for public school-owned properties, re-established the previous zoning designations, update comprehensive plan designations, and amended the development code for consistency with map changes as recommended by the Planning Commission and indicated on the attached table (Exhibit 5).

3. In the matter of **Docket item number CPZ2019-00011 La Center School District Capital Facilities Plan,** the council **approved** the La Center School District Capital Facilities Plan 2019-2025 and associated School Impact Fees (Exhibit 6).

4. In the matter of **Docket item number CPZ2019-00020 Evergreen School District Capital Facilities Plan,** the council **approved** the Evergreen School District Capital Facilities Plan 2019-2025 and associated School Impact Fees (Exhibit 6).

5. In the matter of **Docket item number CPZ2019-00021 Hockinson School District Capital Facilities Plan,** the council **approved** the Hockinson School District Capital Facilities Plan 2019-2025 and associated School Impact Fees (Exhibit 6).

6. In the matter of **Docket item number CPZ2019-00022 Woodland School District Capital Facilities Plan,** the council **approved** the Woodland District Capital Facilities Plan 2019-2025 and associated School Impact Fees (Exhibit 6).

7. In the matter of **Docket item number CPZ2019-00027 Ridgefield School District Impact Fees,** the council **approved** the re-adoption of the current Ridgefield Capital Facilities Plan 2015-2021 and approved new School Impact Fees to become effective in 2020 (Exhibit 6).

8. In the matter of **Docket item number CPZ2019-00031 I-5/NE 179th St Area Urban Holding Overlay Removal:** consistent with actions taken to reasonably fund critical links and intersection improvements, the council **approved** the amendment of the Comprehensive Growth Management Plan 2015-2035 and zoning map to remove the Urban Holding Overlay from the remaining urban holding area near the I-5/NE 179th St. interchange as indicated on the attached map (Exhibit 7).

9. In the matter of **Docket item number CPZ2018-00021 Urban Holding Removal (Holt Homes):** pursuant to the Amended and Restated Development Agreement, and consistent with actions taken to reasonably fund critical links and intersection improvements, the council **approved** Resolution 2020-01-07 pertaining to the removal of the Urban Holding overlay as a comprehensive plan and zoning map designation on

approximately 143 acres as indicated on the attached map (Exhibit 8). Tax serial numbers 181466000, 181548000, 181580000, 181581000, 181701000, 181702000, 986050146, and 98605147, located in the Southeast ¼ of Section 12, Township 3 North, Range 1 East of the Willamette Meridian, and Tax serial numbers 181701000 and 181702000, located in the Norttheast ¼ of Section 13, Township 3 North, Range 1 East of the Willamette Meridian.

10. In the matter of **Docket item number CPZ2019-00023 Hinton Development Agreement:** pursuant to approving the Amended and Restated Development Agreement, and consistent with actions taken to reasonably fund critical links and intersection improvements, the council **approved** Resolution 2019-10-01 pertaining to the removal of the Urban Holding overlay as a comprehensive plan and zoning map on approximately 32.5 acres as indicated on the attached map (Exhibit 9). Tax serial number 181675000, located in the Southwest ¼ of Section 13, Township 3 North, Range 1 East of the Willamette Meridian.

11. In the matter of **Docket item number CPZ2019-00024 Wollam Development Agreement:** pursuant to the Development Agreement, and consistent with actions taken to reasonably fund critical links and intersection improvements,the council **approved** Resolution 2019-08-05 pertaining to the removal of the Urban Holding overlay as a comprehensive plan and zoning map designation on approximately 38 acres indicated on the attached map (Exhibit 10). Tax serial numbers 182168000, 182170000, and 182164000, located in the Northwest ¼ of Section 15, Township 3 North, Range 1 East of the Willamette Meridian.

12. In the matter of **Docket item number CPZ2019-00017 20-Year Capital Facilities Plan and Transportation Impact Fee Update,** the council **approved** the proposed update to the 20 Year Capital Facilities Plan and associated transportation impact fees (Exhibit 11).

**Section 4. Arterial Atlas Amendments**

1. In the matter of **Docket item number CPZ2019-00016 Arterial Atlas and Title 40 Appendix F:** the council **approved** the amendment of the arterial atlas and Title 40 Appendix F to delete the planned NE 16th Ave. from NE 106th St. to NE 110th St. as indicated on the attached map, and add the Arterial Atlas Map as Figure 35 to the Comprehensive Growth Management Plan 2015-2035 (Exhibit 12).

**Section 5. Amendatory.** Sec. 1 (Exhibit A) of Ord. 2003-11-01 and codified as CCC 40.210.010, and most recently amended by Sec. 4 of Ord 2019-07-01, are each hereby amended as follows:

**40.210.010 Forest, Agriculture and Agricultural-Wildlife Districts (FR-80, FR-40, AG-20, AG-WL)**

A. Purpose.

1. Forest 80 District. The purpose of the Forest 80 district is to maintain and enhance resource-based industries, encourage the conservation of productive forest lands and discourage incompatible uses consistent with the Forest I policies of the comprehensive plan. The Forest 80 district applies to lands which have been designated as Forest Tier 1 on the comprehensive plan. Nothing in this chapter shall be construed in a manner inconsistent with the Washington Forest Practices Act.

2. Forest 40 District. The purpose of the Forest 40 district is to encourage the conservation of lands which have the physical characteristics that are capable of management for the long-term production of commercially significant forest products and other natural resources, such as minerals.

3. Agriculture 20 District. The purpose of the Agriculture 20 district is to encourage the conservation of lands which have the growing capacity, productivity, soil composition, and surrounding land use to have long-term commercial significance for agriculture and associated resource production.

4. Agricultural-Wildlife. The purpose of the AG-WL district is to encourage the preservation of agricultural and wildlife use on land which is suited for agricultural production, and to protect agricultural areas that are highly valuable seasonal wildlife habitat from incompatible uses. The district provides for activities which can be considered accessory only to agricultural, game, or wildlife habitat management, or recreational uses. Nothing in this chapter shall be construed to restrict normal agricultural practices.

(Amended: Ord. 2018-01-09; Ord. 2018-10-02)

B. Uses.

The uses set out in Table 40.210.010-1 are examples of uses allowable in the various resource zone districts. The appropriate review authority is mandatory.

- "P" – Uses allowed subject to approval of applicable permits.
- "R/A" – Uses permitted upon review and approval as set forth in Section 40.520.020.
- "C" – Conditional uses which may be permitted subject to the approval of a conditional use permit as set forth in Section 40.520.030.
- "X" – Uses specifically prohibited.

Where there are special use standards or restrictions for a listed use, the applicable code section(s) in Chapter 40.260, Special Uses and Standards, or other applicable chapter is noted in the "Special Standards" column.

**Table 40.210.010-1. Uses**

| | FR-80 | FR-40 | AG-20 | AG-WL | Special Standards |
|---|---|---|---|---|---|
| 1. Residential. | | | | | |
| a. Single-family dwellings and accessory buildings | P[1] | P[1] | P[1] | P | 40.260.010 |
| b. Guest house | C[2] | C[2] | C[2] | C[2] | 40.260.010 |
| c. Family day care centers | P | P | P | P | 40.260.160 |
| d. Adult family homes | P | P | P | P | 40.260.190 |
| e. Home business – | P | P | P | P | 40.260.100 |

| Table 40.210.010-1. Uses | | | | | |
|---|---|---|---|---|---|
| | **FR-80** | **FR-40** | **AG-20** | **AG-WL** | **Special Standards** |
| Type I | | | | | |
| f. Home business – Type II | R/A | R/A | R/A | R/A | 40.260.100 |
| g. Bed and breakfast establishments (up to 2 guest bedrooms) | R/A | R/A | R/A | R/A | 40.260.050 |
| h. Bed and breakfast establishments (3 or more guest bedrooms) | C | C | C | C | 40.260.050 |
| i. Garage sales | P | P | P | P | 40.260.090 |
| j. Temporary dwellings | P | P | P | X | 40.260.210 |
| 2. Services, Business. | | | | | |
| a. Commercial nurseries predominantly marketing locally produced plants and associated landscaping materials | R/A | R/A | R/A | C | |
| b. Roadside farm stand | P | P | P | P | 40.260.025 |
| c. Agricultural market | P | P | P | X | 40.260.025 |
| d. Commercial kennels on a parcel or parcels 5 acres or more | R/A | R/A | R/A | X | 40.260.110 |
| e. Private kennels | P | P | P | P | 40.260.110 |
| f. Animal boarding and day use facilities | P | P | P | X | 40.260.040 |
| 3. Services, Amusement.[10] | | | | | |
| a. Public recreation, scenic and park use[10] | P | P | P | C[3] | |
| b. Public interpretive/educational uses[10] | P | P | P | P | |
| c. Dispersed recreation and recreational facilities | P | P | P | X | |

| Table 40.210.010-1. Uses | | | | | |
|---|---|---|---|---|---|
| | FR-80 | FR-40 | AG-20 | AG-WL | Special Standards |
| such as primitive campsites, trails, trailheads, snowparks and warming huts[10] | | | | | |
| d. Public recreation accessways, trails, viewpoints, and associated parking[10] | P | P | P | P | |
| e. Regional recreational facilities designed and developed through a public master planning process[10] | P | P | P | P | |
| f. Private recreation facilities, including retreats, but excluding such intensive uses as country clubs and golf courses | C | C | C | C[3] | |
| g. Country club and golf courses | X | X | C | X | |
| h. Equestrian facility | P | P | P | X | 40.260.040 |
| i. Equestrian events center | C | C | C | X | |
| j. Circuses, carnivals or amusement rides | R/A | R/A | R/A | R/A | |
| 4. Services, General. | | | | | |
| a. Event facilities < 5,000 sq. ft. | X | C | C | X | |
| b. Tasting room and event facilities in conjunction with a winery | P | P | P | X | 40.260.245 |
| 5. Services, Membership Organization. | | | | | |
| a. Churches | X | C | C | X | |
| 6. Services, Educational.[10] | | | | | |
| a. Public and private elementary and middle | C | C | C | X | 40.260.160 |

| Table 40.210.010-1. Uses | | | | | |
|---|---|---|---|---|---|
| | FR-80 | FR-40 | AG-20 | AG-WL | Special Standards |
| schools serving a student population primarily outside of urban growth boundaries | | | | | |
| 7. Public Service and Facilities.[10] | | | | | |
| a. Ambulance dispatch facilities[10] | C | C | C | C | 40.260.030 |
| b. Government facilities[10] | C[4] | C[4] | C[4] | C[5] | |
| c. Public corrections facilities[10] | C | C | C | X | |
| 8. Resource Activities. | | | | | |
| a. Agricultural | P[6] | P[6] | P[6] | P | |
| b. The growing, harvesting and transport of timber, forest products and associated management activities in accordance with the Washington Forest Practices Act of 1974 as amended, and regulations adopted pursuant thereto | P | P | P | X | |
| c. Wildlife game management | P | P | P | P | |
| d. Plant nurseries | P | P | P | P | |
| e. Removal, harvesting, wholesaling and retailing of vegetation from forest lands including but not limited to fuel wood, Christmas trees, salal, berries, ferns, greenery, mistletoe, herbs and mushrooms | P | P | P | C | Chapter 40.440 |
| f. Silviculture | P | P | P | C | 40.260.080 |

| Table 40.210.010-1. Uses | | | | | |
|---|---|---|---|---|---|
| | FR-80 | FR-40 | AG-20 | AG-WL | Special Standards |
| g. Aggregate extraction and processing for the purposes of construction and maintenance of a timber or agricultural management road system | P[7] | P[7] | P[7] | X | 40.250.022 |
| h. Exploration for rock, gravel, oil, gas, mineral and geothermal resources | P | P | P | X | 40.250.022 |
| i. Extraction of oil, gas and geothermal resources, in accordance with all applicable local, state and federal regulations | R/A | R/A | R/A | X | 40.250.022 |
| j. Commercial uses supporting resource uses | P[8] | P[8] | P[8] | X | |
| k. Accessory buildings | P | P | P | P | 40.260.010 |
| l. Housing for temporary workers | P | P | P | P | 40.260.105 |
| m. Sawmills greater than ten thousand (10,000) board feet per day, and other products from wood residues, drying kilns and equipment | C | C | C | X | |
| n. Forestry, environmental and natural resource research and facilities | P | P | P | C | |
| o. The processing of oil, gas and geothermal resources | C | C | C | X | |
| p. Heliports, helipads and helispots used in conjunction with the | P | C | C | X | 40.260.170 |

| Table 40.210.010-1. Uses | | | | | |
|---|---|---|---|---|---|
| | **FR-80** | **FR-40** | **AG-20** | **AG-WL** | **Special Standards** |
| resource activity | | | | | |
| 9. Other. | | | | | |
| a. Signs | P | P | P | P | Chapter 40.310 |
| b. Utilities, structures and uses including but not limited to utility substations, pump stations, wells, watershed intake facilities, gas and water transmission lines | P | P | P | C | 40.260.240 |
| c. Wireless communications facilities | P/C[9] | P/C[9] | P/C[9] | P/C[9] | 40.260.250 |
| d. Dams for flood control and hydroelectric generating facilities | C | C | C | C | |
| e. Solid waste handling and disposal sites | C | C | C | C | 40.260.200 |
| f. Private use landing strips for aircraft | C | C | C | X | 40.260.170 |
| g. New cemeteries and mausoleums, crematoria, columbaria, and mortuaries within cemeteries; provided, that no crematorium is within two hundred (200) feet of a lot in a residential district | X | ~~X~~ C[11] | X | C | |
| h. Expansion of existing cemeteries | P | P | P | P | |
| i. Temporary uses | P | P | P | P | 40.260.220 |
| j. Electric vehicle infrastructure | P | P | P | P | 40.260.075 |
| k. Medical marijuana collective gardens | X | X | X | X | |

| Table 40.210.010-1. Uses | | | | | |
|---|---|---|---|---|---|
| | FR-80 | FR-40 | AG-20 | AG-WL | Special Standards |
| l. Marijuana-related facilities | X | X | X | X | |

[1] One (1) single-family dwelling on legal lot or legal nonconforming lot of record.

[2] One (1) guesthouse in conjunction with a single-family dwelling or home.

[3] Public, where no public master planning process has been completed, or private outdoor recreational facilities requiring limited physical improvements which are oriented to the appreciation, protection, study or enjoyment of the fragile resources of this area. In addition to those findings as specified by Section 40.520.030 (Conditional Use Permits), such uses shall be approved only upon the applicant establishing both of the following:

o There will be no significant environmental impact, especially as it relates to wildlife, resulting from the proposed use; and

o The subject site cannot be put to any reasonable economic use which is provided for in this section.

[4] Government facilities necessary to serve the area outside urban growth boundaries, including fire stations, ambulance dispatch facilities and storage yards, warehouses, or similar uses.

[5] Limited to fire stations only.

[6] Agriculture including: floriculture, horticulture, general farming, dairy, the raising, feeding and sale or production of poultry, livestock, furbearing animals, and honeybees including feedlot operations, animal sales yards, Christmas trees, nursery stock and floral vegetation and other agricultural activities and structures accessory to farming or animal husbandry.

[7] Additional surface mining and associated activities subject to zone change to add the surface mining overlay district, Section 40.250.022.

[8] Commercial uses supporting resource uses, such as packing, first stage processing and processing which provides value added to resource products. Chippers, pole yards, log sorting and storage, temporary structures for debarking, accessory uses including but not limited to scaling and weigh operations, temporary crew quarters, storage and maintenance facilities, disposal areas, saw mills producing ten thousand (10,000) board feet per day or less, and other uses involved in the harvesting of forest products.

[9] See Table 40.260.250-1.

[10] Once a property has been developed as a public facility, a docket is required to change the comprehensive plan designation from the current zone to the Public Facilities zone.

[11]A new cemetery, subordinate to a church in existence as of January 1, 2019, may be permitted subject to the approval of a conditional use permit.

**Section 6. Amendatory.** Sec. 2 (Attachment A) of Ord 1995-09-10 and codified as CCC 40.370.010, and most recently amended by Sec. 12 of Ord. 2012-07-03, are each hereby amended as follows:

**40.370.010 Sewerage Regulations**

A. Purpose.

The purpose of this section is to further the public health by providing clear rules for when connection to public sewer is required or prohibited. Nothing in this section shall be construed to permit violation of regulations for on-site sewage disposal systems promulgated by the Washington Department of Health or local governments.

B. Definitions.

1. "Public sewer" means extension of a public sewer system operated by a public entity or, where such extension is impractical, connection to an alternative public sewer system operated by the designated public sewer purveyor.

2. "UGA" means an urban growth area designated in the comprehensive plan.

C. New Structures within UGA and Rural Centers Served by Public Sewer – Public Sewer Connection Required – Exceptions.

Inside UGAs and rural centers served by public sewer, connection to public sewer is required as a condition of building permit issuance for any new structure which has the potential to increase sewage effluent, or additions to existing structures which have the potential to increase sewage effluent, unless the responsible official determines, using a Type I review process, that the new structure or addition is for single-family detached residential use, or a nonresidential use for which an on-site sewage disposal system can be approved by the Clark County Health Department and:

1. Such use does not generate hazardous/dangerous waste, as defined by applicable federal, state or local law; and

2. Extension of public sewer is impractical based upon the following criteria:

a. Public sewer would have to be extended more than three hundred (300) feet to the property line; or

b. Necessary permission cannot be obtained from intervening landowner(s); or

c. Intervening property contains natural or manmade obstructions, such as deep canyons, elevation changes, and solid rock impediments, which make public sewer extension prohibitively expensive or undesirable; and

3. A covenant to the county is recorded which commits the current and future property owner(s) to connect to public sewer within twelve (12) months of sewer becoming available. The covenant shall also contain a provision that commits the current and

future property owner(s) to participate in a future local improvement district if this is the method used to extend sewer.

*(Amended: Ord. 2008-06-02; Ord. 2011-08-08; Ord. 2012-07-03)*

D. Land Divisions within UGA – Public Sewer Connection Required – Exceptions.

Inside UGAs, connection to public sewers is required as a condition of approval of new land divisions, whether by plat, short plat or site plan application, unless the following exception applies:

1. A two (2) lot land division where one (1) of the lots is, or will be, developed in a use that generates no sewage effluent. Any plat approved under this exception shall record a covenant prohibiting the installation of plumbing fixtures for any use on the designated lot unless the lot connects to sewer.

2. Short plats approved under Section [illegible](B).

*(Amended: Ord. 2008-06-02)*

E. Public Sewer Connection Prohibited Outside UGAs – Exceptions.

For proposed structures or other developments outside of a UGA, connection to public sewer is prohibited except as follows:

1. In response to documented health hazards; or

2. To provide public sewer to regional park facilities ~~K—12 public schools or to uses within the urban reserve district otherwise required to be served by public sewer~~; or

~~3. Where the county has contractually committed to permit public sewer connection.~~

~~If sewer is extended, the maximum number of permitted hookups should be specified at the time of extension and no additional development exceeding this number should be permitted.~~

3. Pursuant to RCW 36.70A.213, to provide public sewer to a school and any associated recreational facilities in a rural area that serves students from a rural and urban area; provided the school district, the county, the public sewer provider and any affected cities determine that the proposed site is suitable and the school and any associated recreational facilities cannot reasonably be collocated on an existing school site; or

4. Upon a request for service to the public sewer provider, an intervening property pursuant to 40.370.010(E)(3) may be served by public sewer if, pursuant to RCW 36.70A.213(3) and 40.370.010(C)(2)(a), the property is within 300 feet of a sewer extension to serve a school; and provided the school district, the county, the public sewer provider and any affected cities agree to the request.

F. Period of Validity.

A Type I decision under this section shall be valid for a period of one (1) year if not associated with any other action. When such a decision is made in conjunction with another application

(e.g., short plat, plat or site plan), the decision shall be valid for the same period as the decision on the related application.

**Section 7. New.** A new section CCC 40.550.030 is hereby adopted that creates a process and criteria for review of proposed development agreements.

**40.550.030 Development Agreements**

**A. Purpose.** The purposes of this Section include one or more of the following, as appropriate in the circumstances:

1. Create a procedure for application, review, consideration, and conditioning of certain development projects according to the extent to which they advance the Comprehensive Plan's goals and policies.
2. Subject to the provisions of CCC 40.550.030.D.1.c, provide certainty to a developer that a project may proceed to be developed per the development standards, zoning ordinances, regulations, and other code provisions in effect at the time of the approval.
3. Provide assurance that currently allowed uses for a property may be maintained for a specified period of time in exchange for specific consideration which advances the Comprehensive Plan's goals and policies.
4. Provide a consistent process and criteria for review of proposed development agreements.

**B. Applicability.**

1. This Section applies to development agreements authorized pursuant to RCW 36.70B.170 through 36.70B.210 between Clark County and any person having ownership or control of real property located within Clark County's jurisdiction.
2. The provisions of this Section do not apply to or affect the validity of any contract rezone, concomitant agreement, annexation agreement, or other agreement in existence on or before the effective date of this Section, or adopted under separate authority, even though such agreements may also relate to development standards, mitigation and other regulatory requirements.
3. The county is authorized, but not required, to accept, review and approve a proposed development agreement. This process is voluntary on the part of both the applicant and the County. The decision to approve a development agreement is discretionary with the Clark County Council.
4. Neither application nor approval of a development agreement vests a project to development standards, zoning ordinances, regulations, and other code provisions, except as specified in the development agreement.

5. Development agreements or amendments thereto shall terminate 10 years from the date of recordation, unless otherwise specified, in the terms of the development agreement.
6. Development agreements provide flexibility and creativity to some or all of the development standards set forth in CCC Title 40, such as, permitted uses, residential densities, nonresidential densities, building sizes, payment of impact fees, affordable housing, parks and open space provisions, phasing, review procedures, vesting of applicable standards, and any other appropriate development requirement.

**C. Types of Development Agreements.**

1. **Project Development Agreement.** A project development agreement shall relate to a specific development proposal that is or would be subject to a Type II or III process defined in Chapter 40.510 CCC. The applicant shall submit a detailed site design with the identification of specific uses and activity. The level of detail shall be such that the project can be reviewed to determine the appropriate level of mitigation related to, but not limited to, transportation, stormwater and critical areas.
2. **Non-Project Development Agreement.** A non-project development agreement shall address a conceptual development that involves a legislative decision associated with a Type IV process defined in Chapter 40.510 CCC.

**D. Development Standards.**

1. Project Development Agreement.
    a. A development agreement may set forth the development standards, zoning ordinances, regulations, code provisions that shall apply to and govern the project, for the duration specified in the agreement.
    b. In order to encourage innovative land use management and provide flexibility to achieve public benefits, a development agreement adopted pursuant to this Section may impose development standards that differ from, but are consistent with, the development standards of the Clark County Code that would otherwise apply to a proposed development. Development standards imposed by the development agreement must be consistent with the comprehensive plan, and adequately address public health, safety, welfare and environmental requirements.
    c. Subsequently adopted standards which differ from those in the development agreement shall apply to the subject site only if necessary to address a serious threat to public health and safety or if the development agreement specifies a time period or phase after which certain identified standards may be modified.

Building permit applications shall be subject to the building codes in effect when the building permit application is deemed complete.

2. Non-Project Development Agreement. A non-project development agreement may allow one or more of the following: permitted land use types associated with the zoning, innovative land use types that advance the Comprehensive Plan's goals and policies, or existing legally established uses in effect at the time the agreement is approved.

**E Development Agreement Application.**

1. The applicant shall submit a form provided by the County to initiate a development agreement. The application form for proceeding with a development agreement may include a draft development agreement, but must include a narrative that details:
   a. The proposed development or Type IV non-project proposal;
   b. The need to deviate from the Clark County Code;
   c. The specific consideration that the applicant will provide to the County pursuant to the DA; and
   d. How the development agreement would be consistent with state law, development standards, zoning ordinances, regulations and other code provisions and would comply with the Clark County Comprehensive Plan's Goals and Policies.

**F Contents of a Development Agreement.**

1. A project development agreement shall be recordable pursuant to Washington State Law and include the following:
   a. A site plan depicting boundaries and project elements, such as: location, acreage and range of densities for residential development, if applicable; location and range of types of uses of nonresidential development; if applicable; location and size of critical areas and buffers, if any; perimeter buffers, if any; location and acreage of active and passive recreational areas, if any; and motorized and non-motorized circulation routes, including route connections to streets and pedestrian and bicycle routes servicing and/or abutting the site;
   b. The identification of consideration provided by the developer that furthers the goals and policies of the Clark County 20-year Comprehensive Growth Management Plan in exchange for implementing the agreement;
   c. The expected build-out period and, if applicable, the phasing of development;
   d. The duration of the agreement, which must comply with CCC 40.550.030.B.5;

e. Provisions for the termination of the development agreement, which must comply with CCC 40.550.030.B.5;
f. If environmental review is required under the State Environmental Policy Act, measures to mitigate significant adverse impacts including, but not limited to any impacts to public services and facilities;
g. A traffic impact study consistent with the requirements of CCC 40.350.020.D;
h. A title report containing proof of ownership;
i. If the applicant is not the owner of the property, a written and notarized statement by the owner authorizing the applicant to submit and negotiate the application on the owner's behalf, and for the County to process, review, negotiate, and consider the application for approval;
j. Identification of whether the development agreement runs with the land;
k. Provisions acknowledging that at the time a specific development application is submitted, all development regulations in effect at the time of submittal shall be applicable; and
l. Cost recovery provisions and timelines for processing, administering, and monitoring compliance with any required permits and approvals.

2. A non-project development agreement shall be recordable pursuant to Washington State Law and include the following:
a. A map depicting boundaries of the area subject to the development agreement;
b. The identification of consideration provided by the developer that furthers the goals and policies of the Clark County 20-year Comprehensive Growth Management Plan in exchange for implementing the agreement;
c. The listing of use types or specific uses that shall be permitted or prohibited pursuant to the development agreement, and their phasing, if applicable, and build-out periods;
d. The duration of the agreement, which must comply with CCC 40.550.030.B.5;
e. Provisions for the termination of the agreement, which must comply with CCC 40.550.030.B.5;
f. A map depicting the location of specific public amenities, infrastructure improvements or other public benefits that shall be provided through implementation of the agreement;
g. A traffic impact study consistent with the requirements of CCC 40.350.020.D;
h. A title report containing proof of ownership;
i. If the applicant is not the owner of the property, a written and notarized statement by the owner authorizing the applicant to submit and negotiate the application on

the owner's behalf, and for the County to process, review, negotiate, and consider the application for approval;

j. Identification of whether the development agreement runs with the land; and

k. Provisions acknowledging that at the time a specific development application is submitted, all development regulations in effect at the time of submittal shall be applicable.

**G Review Criteria.**

1. The County Manager or designee(s) shall negotiate acceptable terms and conditions of the proposed development agreement, subject to initial authorization by the Clark County Council and to final approval of the development agreement by the Clark County Council.
2. A development agreement must conform to the existing Clark County 20-year Comprehensive Growth Management Plan. The agreement must not allow for use types or densities currently not permitted by the existing zoning ordinance or existing legally established uses.
3. A development agreement must advance the goals and policies of the existing Clark County 20-year Comprehensive Growth Management Plan. Examples of compliance with this requirement include, but are not limited to, demonstration of one or more of the following:
   a. Promoting vitality of an area designated as a Regional, Countywide or Local Center;
   b. Preserving resource lands;
   c. Promoting community sustainability through complete, compact and connected communities;
   d. Dedicating lands for public facilities or services; and
   e. Constructing of public improvements.

**H. Procedures.**

1. Preliminary Review.
   a. Preliminary review is required for all development agreement applications. To initiate preliminary review, an applicant shall submit a completed development agreement application, pursuant to CCC 40.550.030.E, to the Permit Center, along with the required preliminary review fee. The required preliminary review fee shall be twenty percent of the total fee cost established in CCC 6.110A.010. The Land Use Division of the Community Development Department shall determine whether the application is fully complete.

b. Within twenty-one (21) calendar days after acceptance of a fully complete development agreement application, the County Manager or designee(s) shall collect a cursory assessment from each of the Departments of Community Development, Community Planning, and Public Works.

c. Upon receipt of the cursory assessments, or no later than seven (7) days after receipt of the cursory assessments the County Manager or designee(s) shall schedule a public meeting with the Council to occur no less than ten (10) days after the deadline for collection of the cursory assessments. The County Manager or designee(s) shall provide all materials contemporaneously with scheduling the public meeting.

d. The preliminary review procedures, required by this section, may be waived by Clark County Council when the County requests a development agreement to be executed.

2. Initial Authorization by the Clark County Council.

a. The Clark County Council shall hold a public meeting in accordance with the rules and procedures adopted by the Council. The County Manager shall present the preliminary departmental assessments and a recommendation whether the County should proceed to negotiate the proposed development agreement.

b. The Clark County Council may direct the County Manager to proceed with negotiating the terms of the draft development agreement, or it may deny the development agreement application.

3. Negotiation and Recommendation.

a. The applicant shall submit all the materials required by Section 40.550.030.F, along with a final review fee, to initiate negotiations. The required final review fee shall be the total fee established in CCC 6.110A.010, less the fee paid at preliminary review.

b. The County Manager may appoint a designee to conduct negotiations on behalf of the County and provide a recommendation to the County Manager.

c. The draft development agreement shall be forwarded to each affected department which shall review and comment to the County Manager regarding the policy and financial implication of the proposal.

d. After negotiating the terms of a proposed project development agreement, or an amendment thereto, the County Manager shall forward the proposal with a recommendation to the Clark County Council for its review and potential approval by action in a public hearing.

e. After negotiating the terms of a proposed non-project development agreement, the County Manager shall forward the proposed development agreement with a recommendation to the Planning Commission. The Planning Commission shall consider the proposed development agreement in a public hearing and shall recommend that the County Council approve or deny the proposal. The County Manager shall forward a proposed amendment of an approved non-project agreement, with a recommendation, to the Planning Commission for consideration in a public hearing if the proposed amendment includes a request to amend the Comprehensive Plan. In that case, the Planning Commission shall recommend that the County Council approve or deny the proposed amendment; otherwise, the Planning Commission shall not hear and make a recommendation on the proposed amendment.

4. Final Consideration by Clark County Council.

a. The Clark County Council shall consider a proposed development agreement in a public hearing and the Council shall adopt a resolution authorizing the County Manager to enter into the development agreement or may deny the proposed development agreement.

b. The County Manager will designate in writing the department responsible for administering and monitoring compliance with the approved Development Agreement.

I. **Effect.**

1. A development agreement pursuant to Chapter 36.70B RCW and this Section shall: Bind the parties and their successors, including a city that assumes jurisdiction through incorporation or annexation of the area covering the property subject to the development agreement;
2. Upon approval of a development agreement pursuant to CCC 40.550.030.H and its execution by all the parties to the agreement, the County shall record the agreement with the Clark County Auditor. On the date of recordation, or any later date specified in the agreement, the development agreement will take effect.

J. **Amendment.**

1. Any revision to an approved development agreement must be by written amendment, made during the term of the development agreement, duly authorized by the Council pursuant to the procedures set forth in Section 40.550.030.H.2-4, and signed by the parties.

**Section 8. Severability.**

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

**Section 9. Effective Date.**

This ordinance shall go into effect on February 28, 2020, ten (10) days after its adoption as provided by law, except for school and traffic impact fees, which will take effect on March 18, 2020.

**Section 10. Instructions to Clerk.**

The Clerk to the council shall:

1. Transmit a copy of this ordinance to the Washington State Department of Commerce within ten (10) days of its adoption pursuant to RCW 36.70A.106.
2. Transmit a copy of the adopted ordinance to Code Publishing, Inc., forthwith to update the electronic version of the Clark County Code.
3. Transmit a copy of the adopted ordinance to the Clark County Geographic Information Systems (Megen Britell and Jesse Manley).
4. Transmit a copy of the adopted ordinance to the Community Development Department (Dan Young and Susie Davidson).
5. Transmit a copy of the adopted ordinance to the Community Planning Department (Sharon Lumbantobing).
6. Transmit a copy of the adopted ordinance to the Public Works Department (Ahmad Qayoumi and Rob Klug).
7. Record a copy of this ordinance with the Clark County Auditor.
8. Cause notice of adoption of this ordinance to be published forthwith pursuant to RCW 36.70A.290 and Clark County Code 1.02.140.

**Section 11. Roll Call Vote**. The following persons voted in favor of the above ordinance [amendments]: _____

_____

_____

ADOPTED this 18th day of February, 2020.

Attest:

_____
Clerk to the Council

CLARK COUNTY COUNCIL
CLARK COUNTY, WASHINGTON

By: _____
Eileen Quiring, Chair

Approved as to Form Only:
Anthony F. Golik

By: _____
Temple Lentz, District 1

Prosecuting Attorney

By: _____
Christine Cook
Sr. Deputy Prosecuting Attorney

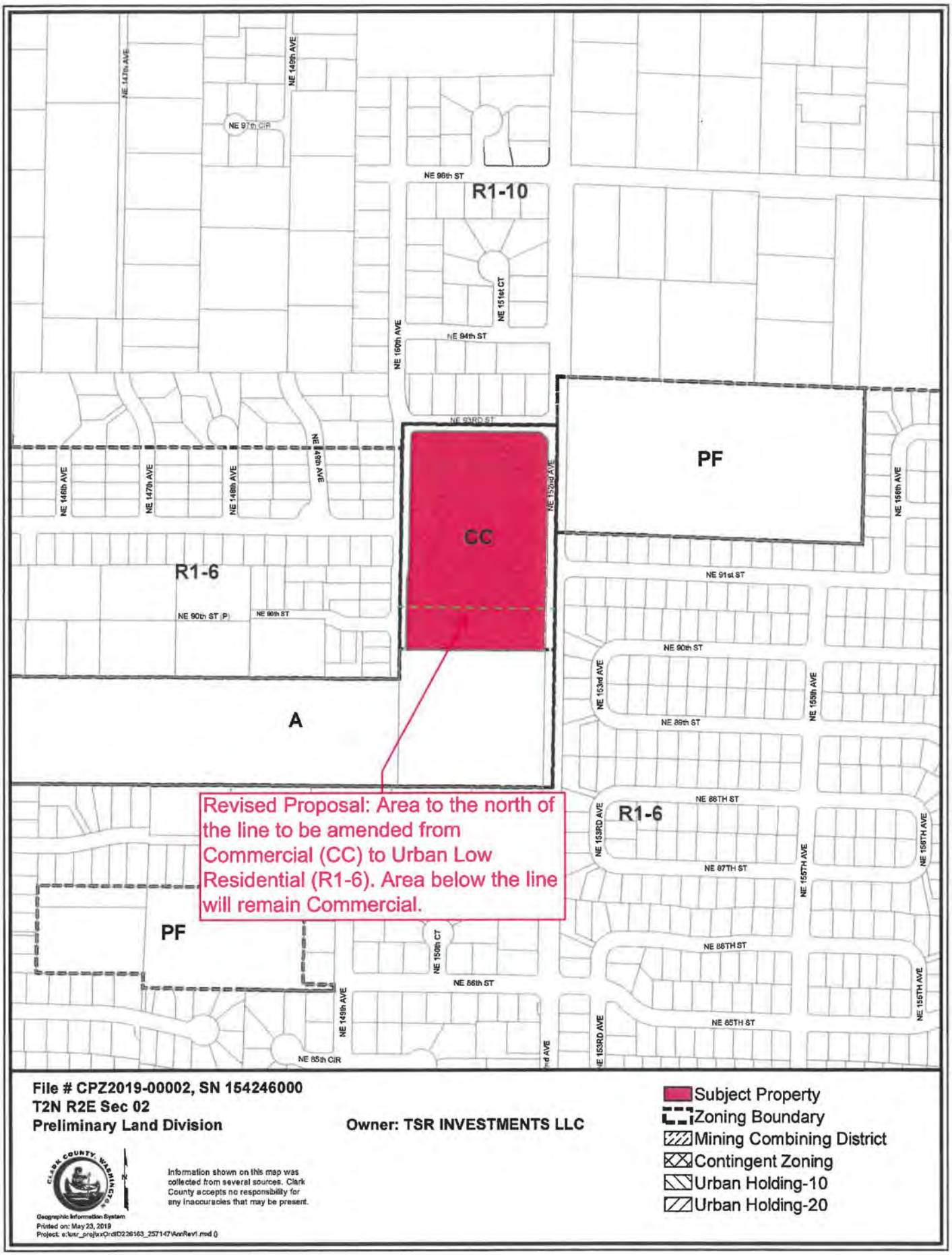
By: _____
Julie Olson, District 2

By: _____
John Blom, District 3

By: _____
Gary Medvigy, District 4

CLARK COUNTY, WASHINGTON
1844

Exhibit 1




**File # CPZ2019-00002, SN 154246000**
**T2N R2E Sec 02**
**Preliminary Land Division**

**Owner: TSR INVESTMENTS LLC**

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

CLARK COUNTY, WASHINGTON
Geographic Information System
Printed on: May 23, 2019
Project: e:\usr_proj\ux\OrdID226163_257147\AnnRev1.mxd ()

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

# EXHIBIT "A"
## Legal Description

**For APN/Parcel ID(s): 154246000**

The South 717 feet of the following described property:

That portion of the Southeast quarter of the Northeast quarter of Section 2, Township 2 North, Range 2 East of the Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at a point 440.22 feet North of the Southeast corner of said Northeast quarter and running thence North 879.78 feet; thence West 495 feet; thence South 879.78 feet and thence East 495 feet to the Point of Beginning.

EXCEPT that portion conveyed to Clark County, Washington by Quit Claim Deed recorded under Auditor's File No. 5155274.

ALSO EXCEPT any portion lying within NE 152nd Avenue.

Exhibit 2

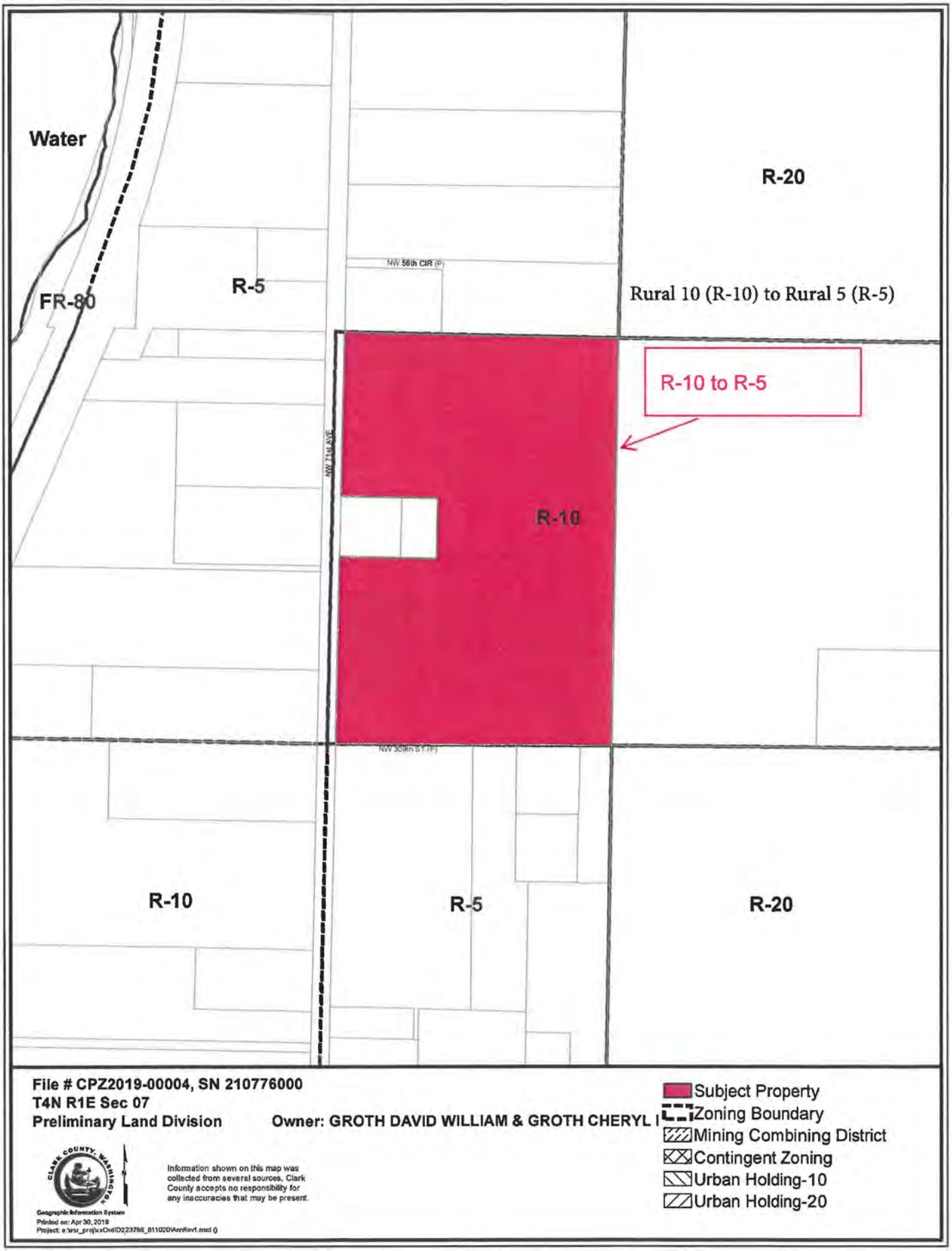

Water
FR-80
R-5
R-20
NW 58th CIR (P)
Rural 10 (R-10) to Rural 5 (R-5)
R-10 to R-5
NW 214th AVE
R-10
NW 309th ST (P)
R-10
R-5
R-20
File # CPZ2019-00004, SN 210776000
T4N R1E Sec 07
Preliminary Land Division
Owner: GROTH DAVID WILLIAM & GROTH CHERYL
Subject Property
Zoning Boundary
Mining Combining District
Contingent Zoning
Urban Holding-10
Urban Holding-20
Information shown on this map was collected from several sources. Clark County accepts no responsibility for any inaccuracies that may be present.
Geographic Information System
Printed on: Apr 30, 2019
Project: e:\gis_proj\cxOrdID223766_811020\AnnRev1.mxd ()

Exhibit 2A

748401 - $10.00 - Clark County Title Company - Kristi Hilbert - 06/29/2016

**5298498 D 06/29/2016 10:25 AM**
Total Pages: 3 Rec Fee: $75.00
CLARK COUNTY TITLE COMPANY
SIMPLIFILE LC E-RECORDING
eRecorded in Clark County, WA

After recording return to:
David Groth
Steven Waugh
112 West 11th Street
Vancouver, WA 98660

**Document Title: Bargain and Sale Deed**
**Grantor: Clark County, Washington**
**Grantee: Dave Groth and Steve Waugh**
**Legal Description: #22 Sec 7 T4N R1E WM**
**Serial #: 210776-000**
**Project: Advance R/W Property Sales**
**WO #: 11360**

## BARGAIN AND SALE DEED

CL42163

THE GRANTOR, **CLARK COUNTY, a political subdivision of the State of Washington,** for and in consideration of Three Hundred Five Thousand and No/100 Dollars ($305,000.00), in hand paid bargains, sells, and conveys to **DAVID WILLIAM GROTH and CHERYL IRENE GROTH, as Co-Trustees of the David and Cheryl Groth Trust and STEVEN WAUGH and REGAN WAUGH, husband and wife,** Grantees the following described real estate, situated in the County of Clark, State of Washington:

That fractional Southwest quarter of the Northwest quarter (also known as Government Lot 2) in Section 7, Township 4 North, Range 1 East of the Willamette Meridian, Clark County, Washington.

Except that portion lying within the right of way of NW 71st Avenue.

Also except that portion conveyed to Paul E. Schurman, et ux, by deed recorded under Auditor's File No. G 594638, records of Clark County, Washington.

Also except that portion conveyed to Paul E. Schurman, et ux, by deed recorded under Auditor's File No. G 559832, records of Clark County, Washington.

"SUBJECT TO the encumbrances, exceptions, easements, restrictions and reservations set forth in **EXHIBIT "A"**, which is attached hereto and made a part hereof by this reference."

The Grantor for itself and for its successors in interest does by these presents expressly limit the covenants of the deed to those herein expressed, and excludes all covenants arising or to arise by statutory or other implications.

**Bargain and Sale Deed**
**Serial #: 210776-000**
**Project: Advance R/W Property Sales**
**WO #: 11360**

Dated this 14th day of June, 2016.

Board of County Council
Clark County, Washington

Marc Boldt, Chair

Jeanne E. Stewart, Councilor

Julie Olson, Councilor

David Madore, Councilor

Tom Mielke, Councilor

STATE OF WASHINGTON

COUNTY OF CLARK

On this 14th day of June, 2016, before me personally appeared _____, _____ and MARC BOLDT, to me known to be the duly elected, qualified and acting County Councilors(s) of Clark County, Washington, who executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Clark County, for the uses and purposes therein mentioned, and on oath stated that he/she/they is/are authorized to execute said instrument by resolution of the Board of County Councilors of Clark County and that the seal affixed is the official seal of Clark County.

Dated: June 14, 2016

Rebecca L. Tilton

Notary Public in and for the State of WA
Residing at Vancouver
My commission expires: 4/26/16

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

N:\CIP\NON-PROJECT\REAL PROPERTY\PROPERTY MANAGEMENT\SURPLUS PROPERTY DISPOSAL\OPS SURPLUS 210776-000\B&S DEED.DOCX

Exhibit A

1. Subject to taxes for the current year, if any, and future years.

2. Subject to reservations contained in Deed from The State of Washington recorded as Auditor's File Number G 55071, records of Clark County, Washington as follows:

   Reserving to the grantor all oil, gases, coal, ores, minerals and fossils, etc. and the right of entry for opening, developing and working the same, and providing that such rights shall not be exercised until provision has been made for full payment of all damages sustained by reason of such entry.

   Right of State of Washington or its successors, subject to payment of compensation therefore, to acquire rights-of-way for private railroads, skid roads, flumes, canals, water courses or other easements for transporting and moving timber, stone, mineral and other products from this and other land, as reserved in deed referred to above.

3. Subject to Easement to Olympic Pipeline Company, a Delaware corporation for pipeline recorded on March 12, 1964 as Auditor's File Number G 379497, and amended as Auditor's File Number 3030931, records of Clark County, Washington.

G 523679 G 524283 708990 708228

THE GRANTORS, WAYNE M. KEENEY and ELNA G. KEENEY, husband and wife,

for and in consideration of - - - - - - - - - Ten - - - - - - - - - - - - - - - - - Dollars ($ 10.00 ), in hand paid, convey and warrant to CLARK COUNTY, a municipal corporation of the State of Washington,

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

The fractional Southwest quarter of the Northwest quarter (also known as Government Lot 2) in Section 7, Township 4 North, Range 1 East of the Willamette Meridian;

EXCEPT County or Public Roads;

SUBJECT to reservations and conditions contained in deed from the State of Washington, under which title is claimed; and

SUBJECT to easement granted to Olympic Pipe Line Company, a Delaware corporation, as per instrument appearing of record under Auditor's File No. G 379497.

OCT 7 0 1968

OCT 1 9 1968

Approved OCT 3 1968 19__
BOARD OF COUNTY COMMISSIONERS
CLARK COUNTY, WASHINGTON
By Jim Worthington
Chairman
Gil Mac Nat
Lawrence Beauchamp

Real Estate Excise Tax
Ch. 11 Rev. Laws 1951
EXEMPT
Affd. # 71640 Date 9-30-68
For details of tax paid see
Affd. #
Dorothy Carlson
Clark County Treasurer
By Dorothy
Deputy

OCT 1 9 1968

FIVE DOLLARS

Dated this 18th day of September , A.D. 19 68.

Wayne M. Keeney (SEAL)

Elna G Keeney (SEAL)

STATE OF WASHINGTON,
COUNTY OF CLARK. } ss.

On this day personally appeared before me WAYNE M. KEENEY and ELNA G. KEENEY, husband and wife,

to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 18th day of September, 1968.

Notary Public in and for the State of Washington, residing at Vancouver therein.

FILED FOR RECORD
COUNTY COMMISSIONERS
OCT 4 1 32 PM '68
AUDITOR DON BONKER

ALBERT M. NANNEY
ATTORNEY AT LAW
208 ADAMS BUILDING
VANCOUVER, WASHINGTON

FILED FOR RECORD
COUNTY COMMISSIONERS
OCT 15 11 05 AM '68
AUDITOR DON BONKER

91384

G 523679

708228

THE GRANTORS, WAYNE M. KEENEY and ELNA G. KEENEY, husband and wife,

for and in consideration of - - - - - - - - Ten - - - - - - - - - - - - - - - - Dollars ($ 10.00 ), in hand paid, convey and warrant to CLARK COUNTY, a municipal corporation of the State of Washington,

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

The fractional Southwest quarter of the Northwest quarter (also known as Government Lot 2) in Section 7, Township 4 North, Range 1 East of the Willamette Meridian;
EXCEPT County or Public Roads;
SUBJECT to reservations and conditions contained in deed from the State of Washington, under which title is claimed; and
SUBJECT to easement granted to Olympic Pipe Line Company, a Delaware corporation, as per instrument appearing of record under Auditor's File No. G 379497.

Real Estate Excise Tax
Ch. 11 Rev. Laws 1951
EXEMPT
No. 71640 Date 9-30-68
Paid
Treasurer
Clark County Treasurer
By Deputy

Approved OCT 3 1968 19
BOARD OF COUNTY COMMISSIONERS
OF CLARK COUNTY, WASHINGTON
Jim Worthington
Joe MacNaught
Lawrence Beauchamp

Dated this 18th day of September , A.D. 19 68.

Wayne M. Keeney (SEAL)

Elna G. Keeney (SEAL)

STATE OF WASHINGTON,
COUNTY OF CLARK. } ss.

On this day personally appeared before me WAYNE M. KEENEY and ELNA G. KEENEY, husband and wife,

to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 18th day of September, 1968.

COUNTY COMMISSIONERS
OCT 3 1968

Notary Public in and for the State of Washington, residing at Vancouver therein.

ALBERT M. NANNEY
ATTORNEY AT LAW
208 ADAMS BUILDING
VANCOUVER, WASHINGTON

91384

Exhibit 3

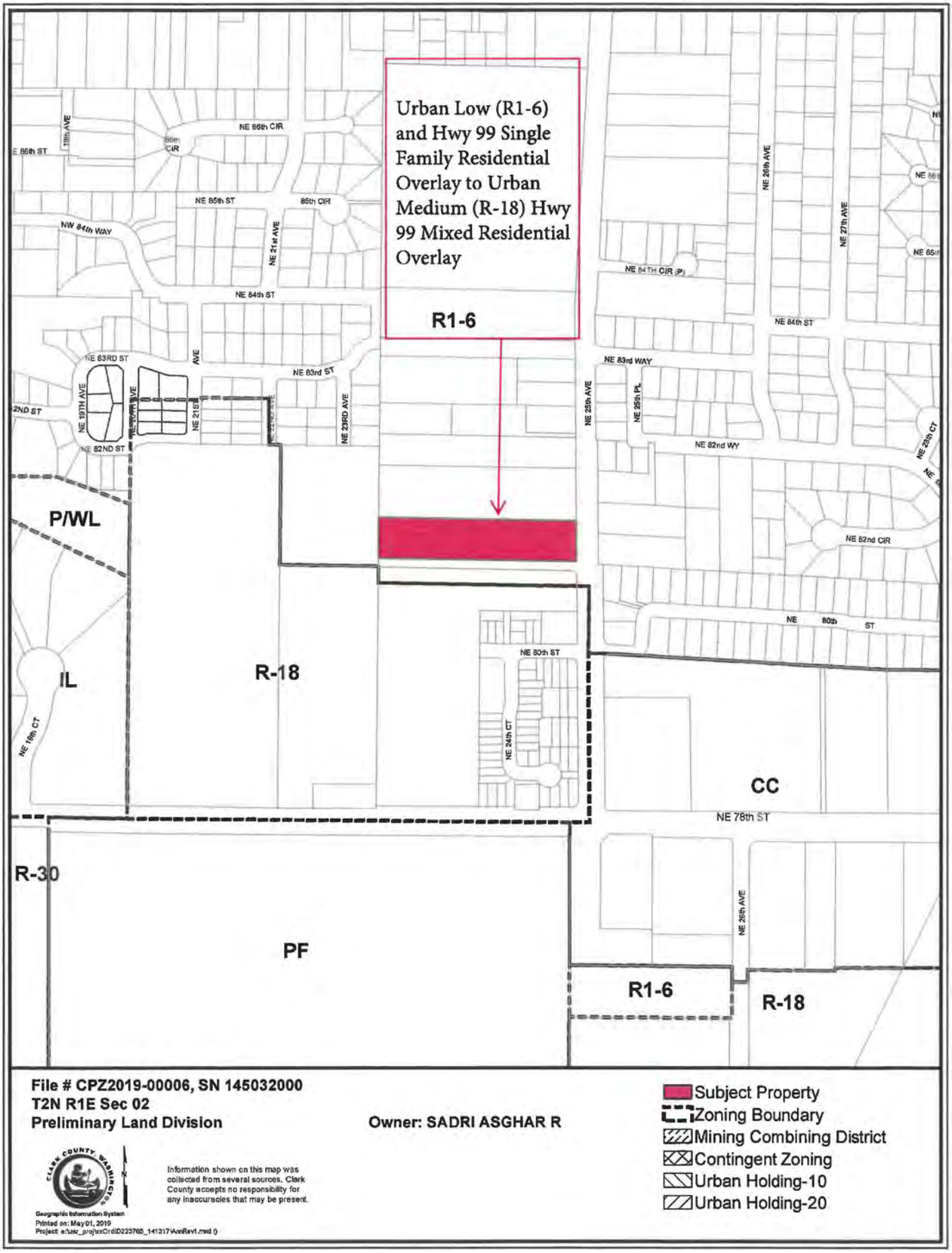

Urban Low (R1-6) and Hwy 99 Single Family Residential Overlay to Urban Medium (R-18) Hwy 99 Mixed Residential Overlay
R1-6
P/WL
IL
R-18
R-30
PF
CC
R1-6
R-18
NE 88th CIR
NE 85th ST
NW 84th WAY
NE 84th ST
NE 83RD ST
NE 83rd ST
NE 82ND ST
NE 83rd WAY
NE 82nd WY
NE 82nd CIR
NE 80th ST
NE 78th ST
NE 25th AVE
NE 26th AVE
NE 27th AVE
NE 23RD AVE
NE 24th CT
NE 19th CT
NE 84TH CIR (P)
File # CPZ2019-00006, SN 145032000
T2N R1E Sec 02
Preliminary Land Division
Owner: SADRI ASGHAR R
Subject Property
Zoning Boundary
Mining Combining District
Contingent Zoning
Urban Holding-10
Urban Holding-20
Information shown on this map was collected from several sources. Clark County accepts no responsibility for any inaccuracies that may be present.
Geographic Information System
Printed on: May 01, 2019

Exhibit 3A

9

This Space Reserved For Recorder's Use:

9609120039

Filed for Record at Request of
Clark County Title Company
AFTER RECORDING MAIL TO:

Name ASGHAR SADRI

Address 203 E. RESERVE STREET

City, State, Zip VANCOUVER, WA 98661

Escrow number: 47381CF

## Statutory Warranty Deed

THE GRANTOR MICHAEL W. SYVERSON AND JODI SYVERSON, HUSBAND AND WIFE, WHO ACQUIRED TITLE AS MICHAEL W. SYVERSON, AN UNMARRIED PERSON AND JODI J. COLLINS, AN UNMARRIED PERSON

for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION

in hand paid, conveys and warrants to ASGHAR R. SADRI, A SINGLE PERSON

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND AGREEMENTS OF RECORD.

Real Estate Excise Tax
Ch. 11 Rev. Laws 1951
$ 2794.60 has been paid
Receipt # 403445 Date 9-12-96
Sec. 31, see Affd. No.
Doug Lasher
Clark County Treasurer
By RZ Deputy

Dated this 05 day of September , 1996

By Michael W Syverson MICHAEL W. SYVERSON By

By Jodi Syverson JODI SYVERSON By

STATE OF WASHINGTON }
COUNTY OF CLARK } ss

I certify that I know or have satisfactory evidence that MICHAEL W. SYVERSON AND JODI SYVERSON are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: Sept 5 1996

STATE OF WASHINGTON CHERYL A. FLACK NOTARY PUBLIC COMMISSION EXPIRES FEBRUARY 1, 1998

Cheryl A Flack

Notary Public in and for the State of WASHINGTON
Residing at BATTLE GROUND
My appointment expires: FEBRUARY 1, 1998

LPB-10

82

**Exhibit "A"**

**The following described property in the Clark County, Washington:**

**BEGINNING at a point on the West line of Government Lot 5, Section 2, Township 2 North, Range 1 East of the Willamette Meridian, which is 368 feet Southerly from Northwest corner thereof and running thence Southerly along the West line 132 feet; thence Easterly and parallel with the North line 687.82 feet, more or less, to the East line; thence Northerly along said East line 132 feet; thence Westerly and parallel with the North line 686.64 feet, more or less, to the point of beginning.**

**EXCEPT that portion of the East 30 feet lying within the right of way of Nozette Road, now know as N.E. 25th Avenue.**

Also Except that portion conveyed to Clark County recorded under Auditor's File number 3319490.

FILED FOR RECORD
CLARK CO. WASH
CLARK COUNTY TITLE
SEP 12 10 59 AM '96

AUDITOR
ELIZABETH A LUCE

Exhibit 4

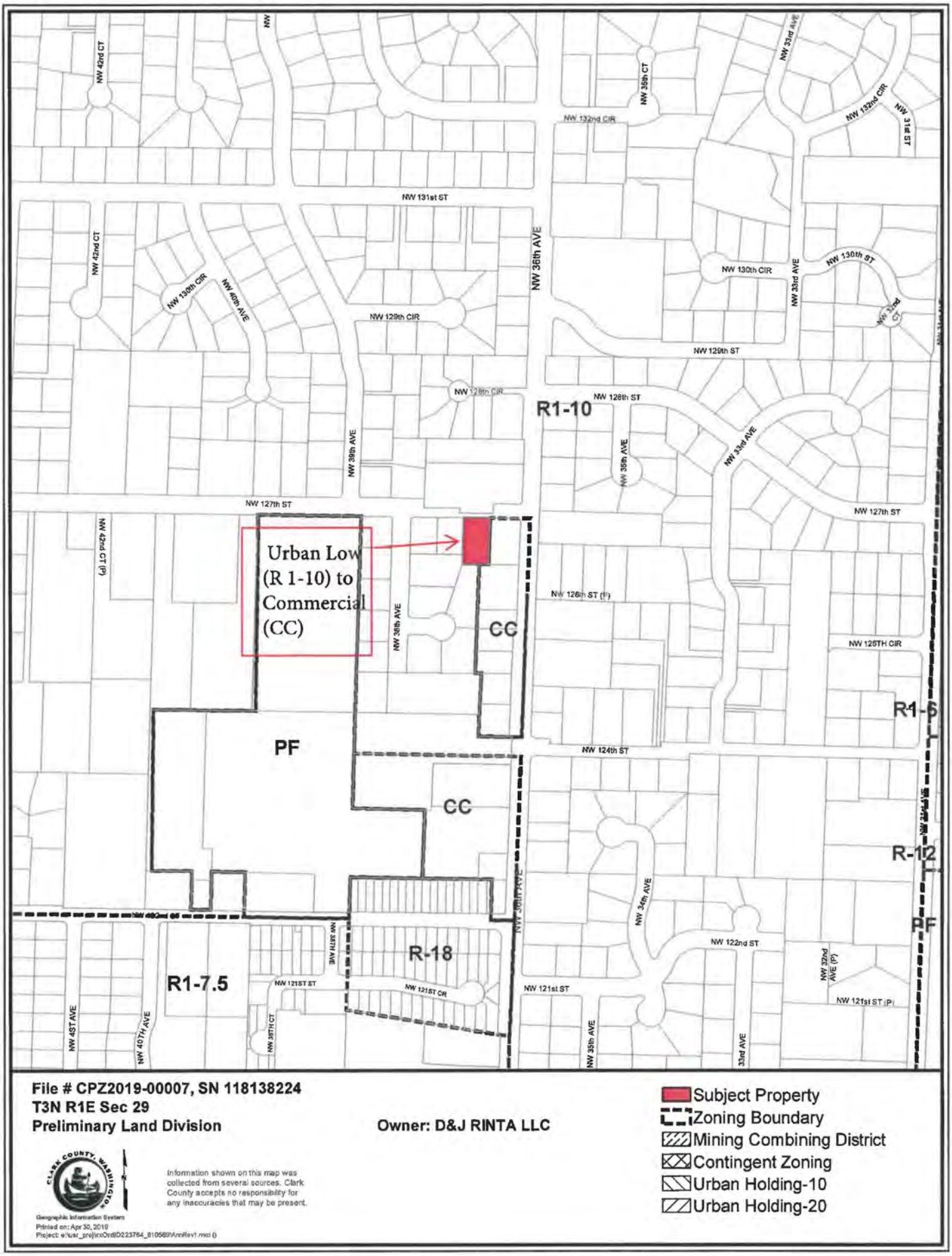

Urban Low (R 1-10) to Commercial (CC)
R1-10
CC
CC
PF
R-18
R1-7.5
R-12
R1-5
PF
NW 131st ST
NW 132nd CIR
NW 129th CIR
NW 128th CIR
NW 128th ST
NW 127th ST
NW 126th ST
NW 125TH CIR
NW 124th ST
NW 122nd ST
NW 121ST ST
NW 121ST CIR
NW 121st ST
NW 42nd CT
NW 36th AVE
NW 35th AVE
NW 33rd AVE
NW 130th CIR
NW 130th ST
NW 129th ST
NW 40th AVE
NW 34th AVE
NW 45TH AVE
NW 40TH AVE
NW 35TH CT
33rd AVE
NW 32nd AVE (P)
NW 121st ST (P)
File # CPZ2019-00007, SN 118138224
T3N R1E Sec 29
Preliminary Land Division
Owner: D&J RINTA LLC
Subject Property
Zoning Boundary
Mining Combining District
Contingent Zoning
Urban Holding-10
Urban Holding-20
CLARK COUNTY, WASHINGTON
Geographic Information System
Printed on: Apr 30, 2019
Information shown on this map was collected from several sources. Clark County accepts no responsibility for any inaccuracies that may be present.

Exhibit 4A

*LEGAL DESCRIPTION*

*"Lot 13, North Columbia Gardens, per the plat thereof recorded in Book G, Page 221, Clark County Plat Records"*

| PropertyID | Current Comprehensive Plan Designation | Current Zoning Designation | Approved Comprehensive Plan Designation | Approved Zoning Designation | Notes |
|---|---|---|---|---|---|
| 185950000 | PF | PF | UL | R1-10 | |
| 199667000 | PF | PF | UL | R1-10 | |
| 200130000 | PF | PF | UL | R1-10 | |
| 200176000 | PF | PF | UL | R1-10 | |
| 275220000 | PF | PF | R-5 | R-5 | |
| 275230000 | PF | PF | R-5 | R-5 | |
| 275259000 | PF | PF | R-5 | R-5 | |
| 196677000 | PF | PF | R-5 | R-5 | |
| 104317000 | PF | PF | UL | R1-7.5 | |
| 105582001 | PF | PF | UL | R1-6 | |
| 105590000 | PF | PF | UL | R1-6 | |
| 154038000 | PF | PF | UL | R1-6 | |
| 154457000 | PF | PF | UL | R1-6 | |
| 154516000 | PF | PF | UL | R1-6 | |
| 154523000 | PF | PF | UL | R1-6 | |
| 154527000 | PF | PF | UL | R1-6 | |
| 157494000 | PF | PF | UL; UM | R1-6; R-18 | Parcel has split zoning. Comprehensivep plan designation of UL and zoning R1-6 applies to the western portion of the parcel, approximately 5 acres. Comprehensive plan designation of UM and zoning R-18 applies to the eastern portion of the parcel, approximately 6.81 acres. |
| 157508004 | PF | PF | UL | R1-7.5 | |
| 157509000 | PF | PF | UL | R1-7.5 | |
| 158663000 | PF | PF | UL | R1-6 | |
| 172116000 | PF | PF | UL | R1-6 | |
| 172133000 | PF | PF | UL | R1-6 | |
| 172142000 | PF | PF | UL | R1-6 | |
| 172142005 | PF | PF | UL | R1-6 | |
| 172142010 | PF | PF | UL | R1-6 | |
| 172142015 | PF | PF | UL | R1-6 | |
| 197409000 | PF | PF | R-5 | R-5 | |
| 197415000 | PF | PF | R-5 | R-5 | Parcel has split zoning. Change only applies to eastern portion currently designated PF, which is approximately 12 acres. |
| 197466000 | PF | PF | R-5 | R-5 | |
| 204042000 | PF | PF | R-5 | R-5 | |
| 204235000 | PF | PF | RC | RC-1 | |
| 204260000 | PF | PF | RC | RC-1 | |
| 258647000 | PF | PF | R-5 | R-5 | |
| 179392000 | PF | PF | R-5 | R-5 | |
| 98080000 | PF | PF | UL | R1-7.5 | |
| 108590000 | PF | PF | UL | R1-10 | |
| 108598000 | PF | PF | UL | R1-10 | |
| 108600000 | PF | PF | UL | R1-10 | |
| 118200000 | PF | PF | UL | R1-6 | |
| 146210000 | PF | PF | UL | R1-7.5 | |
| 146668000 | PF | PF | P/OS; UL | P/WL; R1-7.5 | Parcel has split zoning. Comprehensive plan designation of P/OS and zoning P/WL applies to northern portion of parcel. Comprehensive plan designation of UL and zoning R1-7.5 applies to southern portion of parcel. P/OS section is approximately 5.35 acres. UL section is approximately 6.4. |
| 146669000 | PF | PF | UL | R1-7.5 | |
| 146743000 | PF | PF | UL | R1-7.5 | |
| 147623000 | PF | PF | UM | R-22 | |
| 147646000 | PF | PF | UM | R-22 | |

CPZ2019-00010 School Public Facility Zone Amendments
Approved Comprehensive Plan and Zoning Designations

| PropertyID | Current Comprehensive Plan Designation | Current Zoning Designation | Approved Comprehensive Plan Designation | Approved Zoning Designation | Notes |
|---|---|---|---|---|---|
| 147937000 | PF | PF | UM | R-22 | |
| 148004000 | PF | PF | UM | R-22 | |
| 148038000 | PF | PF | UM | R-22 | |
| 148039000 | PF | PF | UM | R-22 | |
| 148076000 | PF | PF | UM | R-22 | |
| 184953000 | PF | PF | UL | R1-7.5 | |
| 185025000 | PF | PF | UL | R1-7.5 | |
| 186620000 | PF | PF | UL | R1-6 | |
| 187329000 | PF | PF | UL | R1-6 | |
| 187381000 | PF | PF | UL | R1-6 | |
| 189207000 | PF | PF | UL | R1-7.5 | |
| 189208000 | PF | PF | UL | R1-7.5 | |
| 189231000 | PF | PF | UL | R1-7.5 | |
| 189272000 | PF | PF | UL | R1-7.5 | |
| 189308000 | PF | PF | UL | R1-7.5 | |
| 189309000 | PF | PF | UL | R1-7.5 | |

Exhibit 6

The table below shows the proposed updates to school impact fees (SIF):

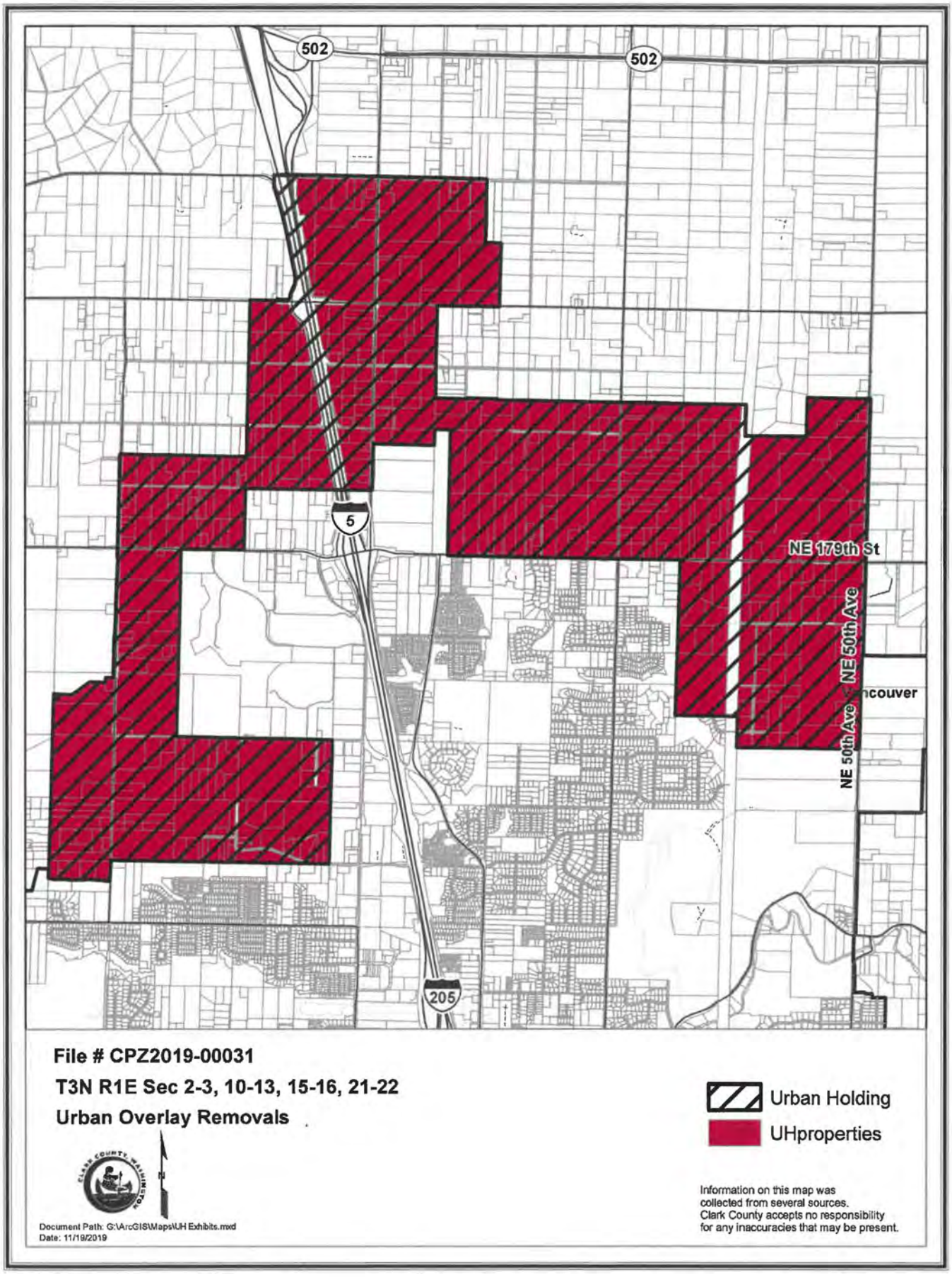
| School District | CPZ Number[1] | Ordinance[2] | Single Family[3] | Multi-Family[3] |
|---|---|---|---|---|
| La Center | CPZ2019-00011 | Ord. 2016-06-12 | $3,501 | $3,104 |
| Evergreen | CPZ2019-00020 | Ord. 2016-06-12 | $6,432 | $3,753 |
| Hockinson | CPZ2019-00021 | Ord. 2016-06-12 | $7,790 | $3,434 |
| Woodland | CPZ2019-00022 | Ord. 2016-06-12 | $5,900 | $5,900 |
| Ridgefield | CPZ2019-00027 | Ord. 2016-06-12 | $10,100 | $10,100 |

[1]The case number for purposes of Tidemark.

[2]The ordinance containing the last update of the single family and multi-family fees.

[3]The proposed single family and multi-family fees per dwelling unit, respectively.

Exhibit 7


502
502
5
205
NE 179th St
NE 50th Ave
NE 50th Ave
ncouver
File # CPZ2019-00031
T3N R1E Sec 2-3, 10-13, 15-16, 21-22
Urban Overlay Removals
Urban Holding
UHproperties
Document Path: G:\ArcGIS\Maps\UH Exhibits.mxd
Date: 11/19/2019
Information on this map was collected from several sources. Clark County accepts no responsibility for any inaccuracies that may be present.

# CPZ2019-00031
# URBAN HOLDING OVERLAY PARCELS

| 608163000 | 604445000 | 117442000 | 117425000 | 181232000 | 116960000 | 181203000 |
|---|---|---|---|---|---|---|
| 602661000 | 608467000 | 117461000 | 117390000 | 181293000 | 116915005 | 181499000 |
| 117431001 | 602524000 | 117461005 | 181235000 | 181513000 | 116910000 | 182170000 |
| 610047000 | 608473000 | 117370000 | 117400000 | 181512000 | 181447000 | 182168000 |
| 986031758 | 610925000 | 117431000 | 117150000 | 116970000 | 116820000 | 181694010 |
| 608673000 | 610052000 | 181306000 | 117146000 | 116915000 | 181300000 | 181695000 |
| 986031755 | 610873000 | 179417000 | 181234000 | 116890000 | 181286000 | 181704000 |
| 601250000 | 605884000 | 179356000 | 181309000 | 181458000 | 116930000 | 181686000 |
| 602921000 | 603395000 | 179168000 | 117765060 | 181258000 | 116913000 | 182198000 |
| 608805000 | 986050548 | 179174000 | 117141000 | 116815000 | 181453000 | 181710000 |
| 608454000 | 607318000 | 179094000 | 117180000 | 181448000 | 116810000 | 181696000 |
| 606490000 | 610975000 | 117750000 | 117170000 | 181225000 | 116680000 | 182203000 |
| 610535000 | 607077000 | 117700000 | 181316000 | 116675000 | 116710000 | 181711000 |
| 611430000 | 986027435 | 117730000 | 117765056 | 116700000 | 181460005 | 182183000 |
| 600053000 | 605059000 | 181228000 | 181539000 | 116660000 | 116685000 | 182180000 |
| 601855000 | 600494000 | 181236000 | 181540000 | 116684000 | 181442000 | 117767002 |
| 611493000 | 605208000 | 117761000 | 181251000 | 116701000 | 181495000 | 117767004 |
| 602160000 | 986033531 | 117710000 | 181295000 | 181454000 | 181497000 | 182393010 |
| 610755000 | 986034012 | 181227000 | 181517000 | 181291000 | 179416000 | 182381000 |
| 603106000 | 604263000 | 117711000 | 181455000 | 181208000 | 179414000 | 182157000 |
| 606946000 | 601684000 | 117500000 | 117142000 | 181238000 | 179183000 | 182184018 |
| 986031756 | 603200000 | 117490000 | 117765091 | 181202000 | 181472000 | 182188000 |
| 986028524 | 601541000 | 117450000 | 117765090 | 181223000 | 116635000 | 182174000 |
| 610053000 | 600456000 | 181221000 | 181557000 | 181459000 | 116566000 | 182184010 |
| 611431000 | 610628000 | 179178000 | 117062000 | 181579000 | 116560005 | 182184012 |
| 601465000 | 611466000 | 179143000 | 117060000 | 181268000 | 116636000 | 185571000 |
| 610556000 | 607156000 | 179414005 | 181207000 | 181277000 | 116610000 | 181735000 |
| 600499000 | 986050390 | 179100000 | 181317000 | 181548000 | 116590000 | 181689000 |
| 606402000 | 604679000 | 179414010 | 181532000 | 181519000 | 116570000 | 181705000 |
| 610048000 | 986042655 | 179184000 | 181509000 | 117180005 | 181262000 | 181687000 |
| 605661000 | 603791000 | 179152000 | 181533000 | 117145000 | 116600000 | 181476005 |
| 605060000 | 606654000 | 179157000 | 117080000 | 117765095 | 116550000 | 181304000 |
| 610051000 | 606400000 | 179147000 | 117121000 | 117140000 | 181264000 | 181694005 |
| 602363000 | 610947000 | 117751000 | 117123000 | 181198000 | 181244005 | 181741000 |
| 605054000 | 605798000 | 181183000 | 117122000 | 181278000 | 181496000 | 181284000 |
| 606955000 | 606585000 | 117451000 | 181209000 | 117120000 | 181476000 | 181520000 |

| 607740000 | 179416005 | 181188000 | 181257000 | 181531000 | 181479000 | 181326000 |
|---|---|---|---|---|---|---|
| 608470000 | 179166000 | 117430000 | 181510000 | 181541000 | 116582000 | 181494000 |
| 607112000 | 179146000 | 117410000 | 181542000 | 181543000 | 181305000 | 181530000 |
| 608070000 | 179165000 | 181294000 | 181511000 | 181537000 | 181470000 | 181493000 |
| 182211000 | 184957000 | 181209005 | 184958000 | 181753000 | 181769000 | 116911000 |
| 181763000 | 185427000 | 181572000 | 185565000 | 181754000 | 117767016 | 116892000 |
| 181715000 | 185544000 | 116670000 | 184978000 | 181748000 | 181770000 | 117116000 |
| 181709000 | 185483000 | 116683000 | 185440000 | 181285000 | 181767000 | 181297000 |
| 181764000 | 185471000 | 116702000 | 185412000 | 181749000 | 181682000 | 181515000 |
| 182193000 | 185468000 | 181218000 | 185510000 | 181259000 | 179380000 | 181516000 |
| 117767014 | 185014000 | 181239000 | 185512000 | 182138000 | 179355000 | 181546000 |
| 179153000 | 185531000 | 181319000 | 185503000 | 181522000 | 181466000 | 181547000 |
| 182199000 | 181230000 | 181460000 | 185514000 | 181675000 | 181580000 | 181501000 |
| 182208000 | 117740000 | 181443000 | 185504000 | 181514000 | 986050146 | 116567000 |
| 181721000 | 117741000 | 116681000 | 185028010 | 179191000 | 181449000 | 181492000 |
| 181765000 | 117515000 | 181498000 | 185019000 | 117767012 | 179352000 | 181471000 |
| 181766000 | 117480000 | 116676000 | 185017000 | 117767008 | 986050147 | 181263000 |
| 182194000 | 181186000 | 181482000 | 185027000 | 181544000 | 181581000 | 181505000 |
| 181714000 | 181237000 | 116620000 | 184976000 | 181464000 | 181444005 | 181752000 |
| 182167000 | 117441000 | 116565000 | 181518000 | 181445000 | 181441000 | 181701000 |
| 185537000 | 181217000 | 116560000 | 185501000 | 181450000 | 181444010 | 181702000 |
| 185415000 | 117440000 | 181303000 | 182204000 | 185451000 | 181444000 | 181694015 |
| 182155000 | 117380000 | 181323000 | 185542000 | 181714005 | 181755000 | 181729000 |
| 182155005 | 181290000 | 181483000 | 179151000 | 181727000 | 179350000 | 181708000 |
| 182184016 | 181302000 | 181224000 | 116980000 | 117767006 | 179354000 | 182165000 |
| 182181000 | 181247000 | 181525000 | 181288000 | 117767010 | 179393000 | 182178000 |
| 185028015 | 117160000 | 181490000 | 116630000 | 181693000 | 181768000 | 185426000 |
| 185028005 | 181324000 | 181500000 | 181672000 | 181717000 | 181685000 | 185549000 |
| 182174005 | 181252000 | 181700000 | 181731000 | 185411000 | 185526000 | 185416000 |
| 182184006 | 181310000 | 181694000 | 117063000 | 185489000 | 185543000 | 185538000 |
| 185487000 | 181193000 | 182164000 | 116912000 | 116641000 | 185447000 | 117117000 |
| 182200000 | 117765070 | 181700005 | 116720000 | 116642000 | 185525000 | 181287010 |
| 182177000 | 117765080 | 181699000 | 181267000 | 116650000 | 185535000 | 116950000 |
| 184960000 | 117765085 | 181695005 | 181244000 | 116640000 | 181747000 | 116940000 |
| 185490000 | 181312000 | 182185000 | 117680000 | 116845000 | 182184014 | 116901000 |
| 185533000 | 181192000 | 182160000 | 117190000 | 116830000 | 182191000 | 181322000 |
| 184959000 | 117147000 | 182393005 | 116900000 | 181698000 | 182190000 | 181275000 |
| 185500000 | 117765092 | 181719000 | 181272000 | 116860000 | 182382000 | 181197000 |
| 184957005 | 181538000 | 185020000 | 181521000 | 986041986 | 182212000 | 117420000 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 185476000 | 117070000 | 184986000 | 181245000 | 116840000 | 185548000 | 117428000 |
| 185028020 | 181253000 | 185018000 | 181189000 | 181674000 | 181287015 | 181243000 |
| 185467000 | 181292000 | 182184004 | 181440000 | 116875000 | 181545000 | 117415000 |
| 182156000 | 181313000 | 182184002 | 117510000 | 117100000 | 181552000 | 117690000 |
| 182201000 | 181287005 | 182184008 | 117360000 | 117090000 | 116920000 | 181184000 |
| 608674000 | 604145000 | 608076000 | 610049000 | 605166000 | 601061000 | 117460000 |
| 117720000 | 117760000 | 117470000 | | | | |

# CPZ2019-00031
# COMPREHENSIVE PLAN TEXT AMENDMENT

# Chapter 14 Procedural Guidelines

## Special Implementation Procedures

The comprehensive plan map contemplates one land use method to assure the adequacy of public facilities needed to support urban development within urban growth areas. That method is to apply an Urban Holding District combined with urban zoning.

### Urban Holding

When development polices require a legislative action prior to urban development occurring, the county applies the Urban Holding Plan Map and Zoning Overlay with a specific underlying urban zone. In these cases, identified criteria are established that must be met in order to remove the urban holding zoning and authorize the underlying urban zone. Under certain circumstances a Master Plan or Sub-Area Plan which includes how and when an area develops and with what uses, may be required. In most cases, city plan policies may require annexation prior to development.

### Battle Ground, Camas, La Center, Ridgefield, Washougal, Yacolt and Woodland Urban Growth Areas

These areas may only undergo urban development following annexation, or consistent with an Intergovernmental Agreement which responds to a significant opportunity for a major employer if immediate annexation is not geographically feasible.

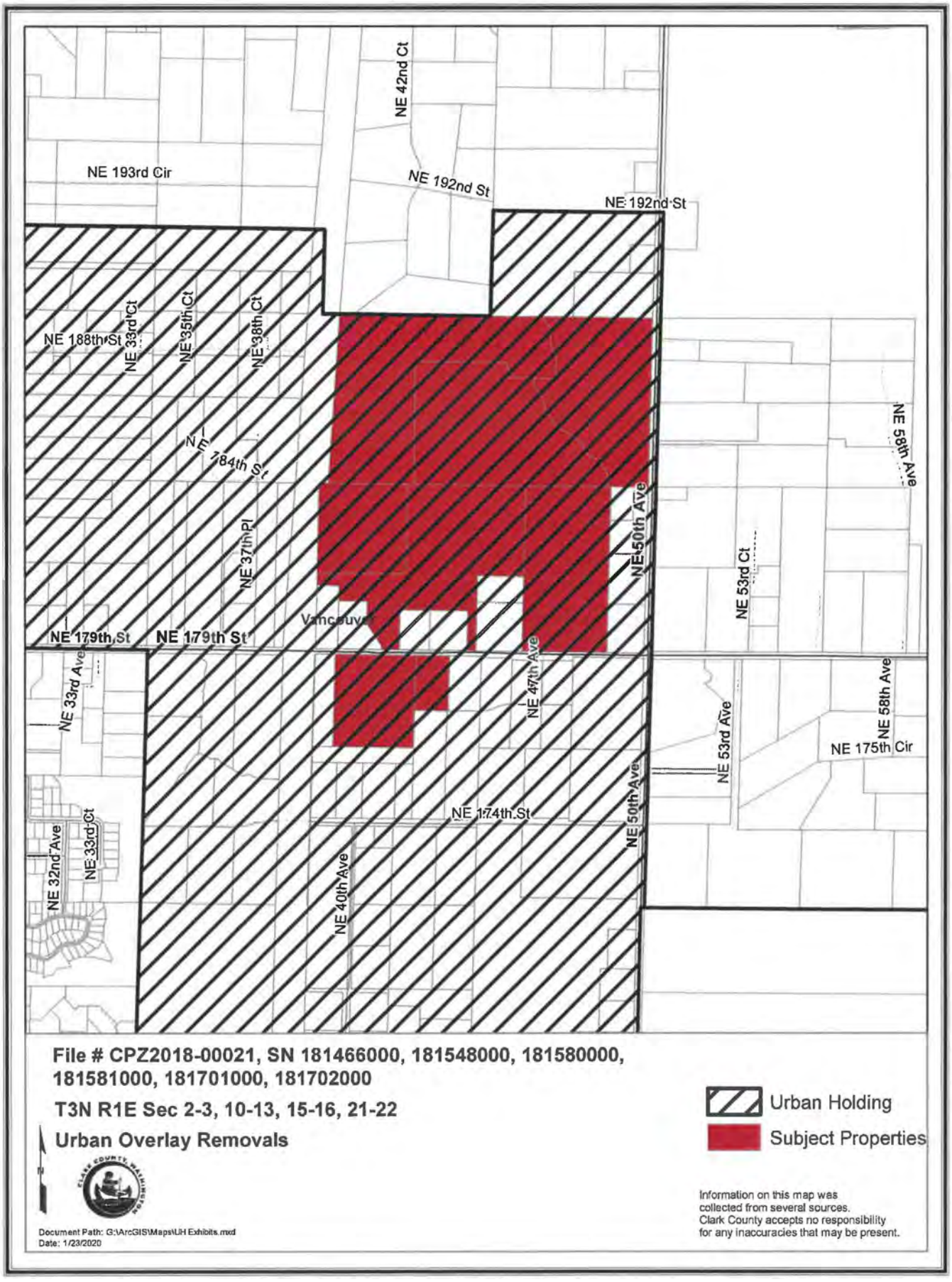
### Vancouver Urban Growth Area

The Vancouver Urban Growth Area is divided into larger sub-areas. Each of these areas has unique circumstances as described below that shall be met in order to remove the Urban Holding Overlay and authorize an urban zone which is consistent with the Comprehensive Plan. The county will remove the UH overlay to appropriate areas sufficient in size that the county can collect transportation related data, analyze the cumulative transportation impacts and address mitigation to these impacts. ~~The urban holding overlay designation may be removed pursuant to Clark County Code 40.560.010 upon satisfaction of the following:~~

1. ~~**Mill Creek:** The area is bordered by NE 179th Street to the north, NE 50 Avenue to the east, NE 163rd Street to the south, and NE 34th Avenue to the west. Determination that the completion of localized critical links and intersection improvements are reasonably funded as shown on the county 6 Year Transportation Improvement Plan or through a development agreement.~~

~~**West Fairgrounds and East Fairgrounds:** Determination that the completion of localized critical links and intersection improvements are reasonably funded as shown on the county 6 year Transportation Improvement Plan or through a development agreement.~~

Exhibit 8


NE 42nd Ct
NE 193rd Cir
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NE 188th St
NE 33rd Ct
NE 35th Ct
NE 38th Ct
NE 184th St
NE 37th Pl
NE 58th Ave
NE 50th Ave
NE 53rd Ct
NE 179th St
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Vancouver
NE 33rd Ave
NE 47th Ave
NE 53rd Ave
NE 58th Ave
NE 175th Cir
NE 174th St
NE 50th Ave
NE 32nd Ave
NE 33rd Ct
NE 40th Ave
File # CPZ2018-00021, SN 181466000, 181548000, 181580000, 181581000, 181701000, 181702000
T3N R1E Sec 2-3, 10-13, 15-16, 21-22
Urban Overlay Removals
Urban Holding
Subject Properties
Information on this map was collected from several sources. Clark County accepts no responsibility for any inaccuracies that may be present.
Document Path: G:\ArcGIS\Maps\UH Exhibits.mxd
Date: 1/23/2020

**RESOLUTION NO. 2020-01-07**

**A Resolution of the Clark County Council authorizing entry into a First Amended and Restated Development Agreement among Clark County and the following owners and developers of real property in the vicinity of NE 179th Street:**

MILL CREEK JV LLC (hereinafter referred to as "Holt" or "Developer"), WILFRED N ZILKE FAMILY TRUST (hereinafter referred to as "Zilke Trust"), WILFORD ZILKE AND MARJORIE ZILKE, husband and wife (hereinafter referred to as Zilke), GARY WEBB TRUST hereinafter referred to as "Webb"), and BIRCHWOOD FARMS LLC, (hereinafter referred to as "Birchwood Farms"), collectively referred to as "Property Owners."

**WHEREAS,** Property Owners own and seek to develop certain parcels of real property in the vicinity of NE 179th Street and Interstate 5, which is currently subject to an urban holding overlay pursuant to Clark County's 20-Year Comprehensive Growth Management Plan 2015-2035; and

**WHEREAS,** Clark County's Compressive Plan requires that prior to lifting the urban holding designation in the 179th Street/I-5 Interchange Area, the Council must determine that the completion of localized critical links and intersection improvements are reasonably funded, as shown on the County's 6-Year Transportation Improvement Plan or through a development agreement; and

**WHEREAS,** Clark County intends to fund the necessary improvements, in part, by entering into development agreements that will become effective upon the Council's adoption of a future ordinance finding that the relevant localized critical links and intersection improvements are reasonably funded and amending the Comprehensive Plan to remove the urban holding overlay; and

**WHEREAS,** RCW 36.70B.170 through .210 authorize the County to enter into development agreements with persons or entities having ownership or control of real property within the County; and

**WHEREAS,** on August 20, 2019, the Clark County Council selected a financing option to reasonably fund localized critical links and intersection improvements and authorized entry into a Development Agreement (the "DA") among Clark County and Property Owners (collectively "Parties") regarding certain real property in the vicinity of NE 179th Street, which property is located in Clark County, Washington; and

**WHEREAS,** Subsequent to the Clark County Council's August 20, 2019 authorization of the DA, Birchwood Farms refused to execute the DA and requested that it be amended to make Holt solely responsible for the $2.9 Million TIF pre-payment obligations set forth in the DA; and

**WHEREAS,** the Clark County Council approves of amending the DA to make Holt solely responsible for the $2.9 Million pre-payment obligations set forth in the DA, provided that Holt must post a security bond that is acceptable to the County from a reputable bonding company to secure the full prepayment obligation; and

**WHEREAS,** the Clark County Council approves of further amending the DA to make other corrections and clarifications necessary to memorialize the intent of the Parties; and

**WHEREAS,** the Clark County Council finds that the Introduction to the DA should be amended to read as follows:

This Development Agreement (this "Agreement") is entered into by and between CLARK COUNTY, a political subdivision of the State of Washington (the "County") and MILL CREEK JV LLC (hereinafter referred to as "Holt" or "Developer," which terms include any successor to, or assignee of, Mill Creek JV LLC), WILFRED N

ZILKE FAMILY TRUST (hereinafter referred to as "Zilke Trust"), WILFORD ZILKE AND MARJORIE ZILKE, husband and wife (hereinafter referred to as Zilke), GARY WEBB TRUST (hereinafter referred to as "Webb"), and BIRCHWOOD FARMS LLC, (hereinafter ~~collectively~~ referred to as "Birchwood Farms"). ~~"Holt", or the "Developer," which terms also include any successor in interest to the Property during the term of this Agreement.~~ Holt, the Zilke Trust, Zilke, Webb, and Birchwood Farms, and their successors and assignees may be referred to individually as a "Property Owner" and collectively as "Property Owners." The County and the Property Owners are the "Parties."

**WHEREAS,** the Clark County Council finds that Recital B should be amended to read as follows:

**B. WHEREAS,** Holt, owns or has under contract to purchase from Zilke Trust, Zilke, Webb and Birchwood Farms, ~~controls~~ certain parcels of real property in unincorporated Clark County Washington with the following tax identification numbers: 181466000, 181548000, 181580000, 181581000, 181701000, ~~and~~ 181702000, 986050146, and 98605146, and which are more particularly described in Exhibit A and incorporated by reference herein (together, the "Property"); and,

**WHEREAS,** the Clark County Council finds that Section 1 should be amended to read as follows:

1. This Agreement is a Development Agreement to be implemented in accordance with RCW 36.70B.170 through RCW 36.70B.210. It shall become a contract among ~~between~~ the Parties ~~Holt and the County~~ upon the later of (1) the date ten days after the day of the County's approval by ordinance or resolution following a public hearing as provided for in RCW 36.70B.170, or (2) the date on which a fully executed version is recorded with the County Auditor (the "Effective Date").

**WHEREAS,** the Clark County Council finds that Section 8(e) should be amended to read as follows:

e. Regardless of the ~~schedule provided for in~~ provisions of Sections 8.b, 8.c, and 8.d above, Holt agrees that by December 31, 2023, if the combined amount of TIF and Surcharge paid by Holt is less than $2,900,000, then Holt shall, on or before December 31st, 2023, pay to the County the difference between what Holt has paid in combined TIF and Surcharge and $2,900,000 (the "Gap Amount"). The Gap Amount shall be applied in the future to subsequent preliminary plat, final plat or building permit applications on the Property as pre-paid TIF or prepaid Surcharge. Nothing in this Agreement limits to $2,900,000 Holt's total obligations to pay TIF, Surcharge, or combined TIF

and Surcharge that may arise from the Property's future development approvals.

**WHEREAS,** the Clark County Council finds that Section 8(h) should be amended to read as follows:

**h.** Subject to the provisions of Section 8(e), nothing herein shall prevent Holt from applying for and receiving preliminary plat approval for more lots earlier in time than provided for in subsection 8(b) above. Provided, however, that if Holt does apply for and receive preliminary plat approval for more than 150 lots prior to August 15th 2020; 300 lots prior to August 15th, 2021, 450 lots prior to August 15th 2022, or 541 lots prior to August 15th 2023, Holt shall pay the per lot fee identified in subsection 8(b) by the dates and for the number of lots set forth in sub-paragraphs 1-4 below:

(1) August 15th 2020, based upon 150 lots if 150 lots or more have received preliminary plat approval;

(2) August 15th 2021, based upon 300 lots if 300 lots or more have received preliminary plat approval;

(3) August 15th 2022, based upon 450 lots if 450 lots or more have received preliminary plat approval; and

(4) August 15th, 2023 based upon 541 lots if 541 lots have received preliminary plat approval.

The amount of TIF owed under section 8(b) that has not been paid for a lot receiving preliminary plat approval pursuant to this subsection shall be paid at the time of final plat approval for that lot. Within 30 days of the full execution of this Agreement, Holt shall post security in the form of a bond from a reputable bonding company or some other form of security acceptable to the County and Holt (the "Security"). The amount of the Security shall be 2.9 million dollars which, in addition to securing Holt's payment of TIFs or Surcharge payments as provided for in this Section 8, shall also cover any and all losses, penalties, fees, expenses, and/or interest incurred by the County as a result of Holt's nonperformance of its obligations as provided for in this Section 8.

**WHEREAS,** the Clark County Council finds that the DA should amended to include Section 8(i), to read as follows:

i. Party to this Agreement other than Holt, or a successor or assignee of Holt, shall have any obligation under this Agreement that is expressly stated herein as an obligation of Holt. Only Holt, among the Property Owners, is bound by the terms of Section 8; the County shall not seek to enforce, whether through lawsuit, liens, judgments or foreclosure, any of Holt's obligations under this Agreement against Zilke, the Zilke Trust, Birchwood Farms or Webb, or its respective portions of the Property, while that Party remains the owner of that portion No of Property;

**WHEREAS,** the Clark County Council finds that the DA should amended to include Section 8(j), to read as follows:

j. Lots created and approved on the Property in excess of 541 lots are not subject to the pre-payment provisions of Section 8; Holt shall pay TIF and Surcharge, in the total amount of $9,550 for each lot in excess of 541 lots, at the time of building permit issuance.

**WHEREAS,** the Clark County Council finds that Section 10 should be amended to read as follows:

a. Failure by ~~either~~ any ~~p~~Party at any time to require performance by ~~the~~ another ~~p~~Party of any of the provisions hereof shall in no way affect the ~~p~~Parties' rights hereunder to enforce the same, nor shall any waiver by ~~the~~ any ~~p~~Party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.

b. This Agreement shall be construed with, and governed by, the laws of the State of Washington. The ~~p~~Parties agree to venue in the Superior Court for Clark County, State of Washington, to resolve any disputes that may arise under this Agreement.

c. If any portion of this Agreement shall be invalid or unenforceable to any extent, the validity of the remaining provisions shall not be affected thereby.

d. This Agreement is assignable, and, except as provided in Section 8, shall run with the land and be binding upon and inure to the benefit of the Parties, their respective heirs, successors and assigns. This Agreement shall be recorded.

e. The recitals contained herein are agreed to state binding obligations of the Parties, as their terms provide.

**WHEREAS,** the Clark County Council finds that certain grammatical, formatting and scriveners errors should be corrected throughout the DA which are reflected in *Exhibit 1* and *Exhibit 2* of this Resolution; and

**WHEREAS,** for ease of future reference to and implementation of the Development Agreement, as amended, the Parties desire to restate the amended agreement; and

**WHEREAS,** the previously approved DA, with track changes reflecting the amendments described herein, is attached hereto as *Exhibit 1*; and

**WHEREAS,** the FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT AMONG CLARK COUNTY, MILL CREEK JV LLC, WILFRED N ZILKE FAMILY TRUST, WILFORD ZILKE AND MARJORIE ZILKE, GARY WEBB TRUST, AND BIRCHWOOD FARMS LLC (hereinafter "Amended Development Agreement" is attached hereto as *Exhibit 2*; and

**WHEREAS,** the Bond Agreement securing Holt's $2.9 Million pre-payment obligations set forth in the Amended Development Agreement is attached hereto as *Exhibit 3*; and

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

**WHEREAS,** the Council concluded that approval of the amendments to the DA, and the approval and adoption of the proposed Amended Developer Agreement set forth in *Exhibit 2* and the Bond Agreement set forth in *Exhibit 3* will further the public health,

//////

//////

safety, and welfare of Clark County; now therefore,

**THE CLARK COUNTY COUNCIL HEREBY RESOLVES AS FOLLOWS:**

1. The Clark County Council approves the amendments to the DA set forth above;

2. The Clark County Council approves the restatement of the amended DA, as set forth in *Exhibit 2* hereto, the FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT AMONG CLARK COUNTY, MILL CREEK JV LLC, WILFRED N ZILKE FAMILY TRUST, WILFORD ZILKE AND MARJORIE ZILKE, GARY WEBB TRUST, AND BIRCHWOOD FARMS LLC, portions of which will become effective upon the Council's future adoption of an ordinance finding that the relevant localized critical links and intersection improvements are reasonably funded, and that the Urban Holding overlays are removed from Developers' property.

3. The Clark County Council approves the Bond Agreement securing Holt's $2.9 Million pre-payment obligations set forth in the Amended Development Agreement is attached hereto as *Exhibit 3*.

4. Instructions to the Clerk. The Clerk of the Council shall:

   a. Record a copy of this resolution with the Clark County Auditor;
   b. Cause notice of adoption of this resolution to be published forthwith pursuant to RCW 36. 70A.290;
   c. Transmit a copy of this resolution to Clark County Geographic Information Systems (Bob Pool, GIS Coordinator), to Community Planning (Oliver Orjiako, Director), to Community Development (Dan Young, Director) and to Public Works (Ahmad Qayoumi, Director).

ADOPTED this 21st day of January, 2020.

COUNTY COUNCIL
CLARK COUNTY, WASHINGTON

Attest:

Clerk to the Board

By: _____
Eileen Quiring, Chair

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

By: _____
Temple Lentz, District 1

_____
Christine M. Cook ~~Senior~~ Deputy Prosecuting Attorney

By: _____
Julie Olson, District 2

By: _____
John Blom, District 3

By: _____
Gary Medvigy, District 4

CLARK COUNTY, WASHINGTON 1844

When Recorded, Return to:

Randall B. Printz
Landerholm, Memovich, Lansverk
& Whitesides, P.S.
P.O. Box 1086
Vancouver, WA 98666-1086

ABOVE SPACE RESERVED FOR RECORDING INFORMATION

# AMENDED AND RESTATED DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into by and between CLARK COUNTY, a political subdivision of the State of Washington (the "County") and MILL CREEK JV LLC (hereinafter referred to as "Holt" or "Developer," which terms include any successor to, or assignee of, Mill Creek JV LLC), WILFRED N ZILKE FAMILY TRUST (hereinafter referred to as "Zilke Trust"), WILFORD ZILKE AND MARJORIE ZIELKE, husband and wife (hereinafter referred to as Zilke), GARY WEBB TRUST hereinafter referred to as "Webb"), and BIRCHWOOD FARMS LLC, (hereinafter referred to as "Birchwood Farms"). Holt, the Zilke Trust, Zilke, Webb, and Birchwood Farms, and their assignees and successors in interest to the subject property may be referred to as the "Property Owners." The County and the Property Owners are the "Parties."

## RECITALS

A. **WHEREAS,** the County has land use planning and permitting authority over unincorporated lands within its boundaries, and

B. **WHEREAS,** Holt, owns or has under contract to purchase from Zilke Trust, Zilke, Webb and Birchwood Farms, certain parcels of real property in unincorporated Clark County Washington with the following tax identification numbers: 181466000, 181548000, 181580000, 181581000, 181701000, 181702000, 986050146, and 98605147, and which are more particularly described in Exhibit A and incorporated by reference herein (together, the "Property"); and,

C. **WHEREAS,** the Property is subject to a comprehensive plan overlay designation of Urban Holding (UH), and a zoning overlay designation of Urban Holding-10 (UH-10), with underlying plan and zoning designations of Urban Low Density Residential (UL), and Single Family Residential (R1-7.5), respectively; and

D. **WHEREAS,** Holt and the County would like to further plan for the development of the Property with a unique and innovative design and a wide range of residential densities, advance

**D.** **WHEREAS**, Holt and the County would like to further plan for the development of the Property with a unique and innovative design and a wide range of residential densities, advance funding for transportation improvements, predictable infrastructure and regulations, and parks, trails and open spaces; and,

**E.** **WHEREAS,** This Agreement addresses the Comprehensive Plan criteria to lift the UH overlay from the Property and includes the Developer's agreement to satisfy the criteria. The County's approval of this Agreement represents the County Council's determination for the Property that the completion of localized critical links and intersection improvements are reasonably funded. In order for Developer to facilitate the items identified in this Agreement, Developer desires to obtain removal of the UH overlay designation and zoning from the Property so that development may occur thereon. In this regard, the removal of the UH overlay from the Property via a County ordinance will be processed concurrently with the approval of this Agreement; and,

**F.** **WHEREAS**, Holt and the County want to enable the Property to develop in a manner consistent with the Master Plan attached hereto as Exhibit B and incorporated by reference herein; and under the land use and development standards currently applicable to the Property (unless otherwise provided for in the Master Plan) and to allow for substantial environmental review to occur prior to development of the Property, including analysis of transportation impacts, recognizing that the State Environmental Policy Act encourages advanced environmental review and discourages piecemeal review; and,

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

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

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

**I.** **WHEREAS**, the County and Holt wish to provide long-term predictability to both Holt and the County on various development issues through the implementation of this Agreement and its attendant Master Plan; and,

**J.** **WHEREAS,** Holt, the County, and others have collaborated over a number of years through a public-private partnership, to facilitate the implementation of the Comprehensive Plan

through the improvement of transportation infrastructure in the area of the 179th Street interchange with Interstate 5 ("179th Interchange Area"). This is an area which faces challenges to development and to fully implementing the Comprehensive Plan, because of congestion and a lack of capacity on existing local roadways and intersections, lack of access to underdeveloped properties, and resulting traffic safety problems. Each Party has dedicated significant resources to planning for that area, which provides a gateway to development of currently underutilized land in the 179th Interchange Area. It is necessary for the Parties to complete certain planning efforts in the area, so that public and private funding will be available to complete the needed infrastructure, and that development of the infrastructure can go forward. Completion of certain intersections and other transportation links in the area will further implement the Comprehensive Plan and allow certain properties to develop, thereby generating further resources for more transportation improvements, and addressing the continuing harm to the public because of the problems and challenges listed above. This Agreement will document the completion of planning relevant to the subject property, Holt's contributions to the completion of certain infrastructure in the area, and the County's assurances that Holt may proceed as set forth herein.

**K. WHEREAS,** Holt's traffic engineer has prepared trip generation and distribution information based upon the expected development of the Property in accordance with the Master Plan (Exhibit B), and a copy of the trip generation estimates is attached hereto and incorporated herein as Exhibit E; and

**L. WHEREAS,** this Agreement addresses the Comprehensive Plan criteria to remove the UH plan and zoning overlays from the Property and includes Holt's agreement to satisfy the criteria through the construction of or reasonable funding of the mitigation measures, including the critical links and intersections, identified in Exhibit D.

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

**1. Development Agreement: Effective Date.**

This Agreement is a Development Agreement to be implemented in accordance with RCW 36.70B.170 through RCW 36.70B.210. It shall become a contract among the Parties upon the later of (1) the date ten days after the day of the County's approval by ordinance or resolution following a public hearing as provided for in RCW 36.70B.170, or (2) the date on which a fully executed version is recorded with the County Auditor (the "Effective Date").

**2. Duration of Agreement**

**a.** This Agreement shall take effect upon the Effective Date and shall terminate ten years thereafter; provided that, the ten-year period of effectiveness specified in this Agreement shall be tolled pending any appeals of this Agreement or of any county, state or federal land use decisions entitling Holt to commence or complete development of the Property.

**b.** In recognition of the need for the Clark County Council ("Council") to make a formal determination that the improvements needed to create transportation capacity sufficient to accommodate the trips generated by the Master Plan, including the critical links and intersections as provided for in the Comprehensive Plan, are reasonably funded; and in recognition that removal of the current Urban Holding overlays must occur before development of the Property may occur; and recognizing that at the time this matter comes before the Council the final funding package for the critical links and intersections may not yet be adopted, the Parties agree that the County shall remove the Urban Holding designations from the Property upon the effective date of the Council's adoption of an ordinance determining that the improvements needed to create transportation capacity sufficient to accommodate the trips generated by the Master Plan, including the critical links and intersections in the 179th Interchange Area, are reasonably funded within six years, as required by the Comprehensive Plan; provided, however, that the County has no obligation to adopt such an ordinance.

**3. Vesting**

**a.** Except as set forth in Section 3.b, below, any land use application submitted with respect to the Property during the term of this Agreement, shall be vested to the zoning and land use regulations applicable to the Property on the Effective Date.

**b.** Section 3.a, above, does not apply to the following applications for development permits:

**i.** Subject to Section 3.b.iv, below, an application for development of the Property that would generate more trips than indicated in Section 7 of this Agreement is governed by zoning and land use regulations and any other Development Standards in accordance with the Clark County Code in effect when the fully complete application is submitted;

**ii.** Subject to Section 3.b.iv, below, an application for a building permit is governed by the state or local building codes in effect when a fully complete application for a building permit is submitted;

**iii.** A critical area review in connection with a development application must be done in conjunction with that application and all applicable critical area regulations in effect when the fully complete application is submitted govern the application;

**iv.** An application for development is subject to stormwater regulations pursuant to the National Pollution Discharge Elimination System under the Federal Clean Water Act and Washington State law (NPDES) that are in effect at the time specified by the NPDES Phase I Municipal Stormwater Permit ("Stormwater Permit") issued to Clark County, if any, or at the date of final engineering approval by the County.

c. Any land use approvals granted under the pendency of this Agreement shall expire on the dates provided for in the applicable development regulations of the County in effect at the time of this Agreement, or at the expiration of this Agreement, whichever date occurs later in time; except that approvals governed by the regulations described by section 3.b above shall expire on the dates provided for in the regulations in effect at the times set forth in section 3.b, or at the date specified in the Stormwater Permit, if applicable. Pursuant to RCW 36.70B.170(4), the County reserves the authority to impose new or different regulations to the extent required by a serious threat to public health and safety.

4. **Conceptual Master Plan**

a. Attached as Exhibit B and incorporated by reference herein, is a master plan for the Property (the "Master Plan"). A detailed demonstration of how the Master Plan satisfies certain criteria provided for in CCC 40.520.080 is attached hereto as Exhibit C. The design of the Master Plan is unique and innovative through its "front loading" of transportation mitigation, its blending and transitioning of density both within and outside of the Property, its provisions for trails and open space (in excess of 15% of the Property area) and the trails' and open space's relationship to, protection of and integration with existing critical areas on the Property. The Master Plan provides for a variety of housing types and lot sizes. The Master Plan will provide the Parties with predictability regarding certain aspects of the future development of the Property, including access locations on to public streets and any associated offsite improvements related to transportation. The County finds and agrees that the Master Plan satisfies the provisions of CCC 40.520.080.C.4.d and CCC 40.520.080.D.1-.3; provided that Holt must submit architectural plans that are acceptable to the County pursuant to CCC 40.510.050-1.9.c(2)(m) in conjunction with an application for PUD approval as set forth in subsection (b).

b. Holt shall submit an application for a PUD that complies with the PUD ordinance's application requirements. Holt's application for preliminary plat approval and PUD approval may be filed and the County will process such applications upon execution of this Agreement. No public hearing or decision shall be made on any applications until the County removes the Urban Holding designation from the Property. Concurrently with the County's review of any preliminary plat applications and PUD applications, Holt may submit engineering plans to the County and the County shall review those plans in its normal course.

c. If a preliminary plat is approved with design or conditions that are different from the concurrently submitted and reviewed final engineering plans, then Holt shall resubmit engineering plans that conform to the preliminary plat approvals. Any costs associated with such changes shall be the responsibility of Holt. While the County agrees to allow concurrent review of land use applications and final engineering, nothing herein shall be construed to require the County to provide expedited review

that is different from the county's usual timelines for an application for land use or engineering review.

**d.** No final engineering approval shall be granted until the Urban Holding designation has been removed from the Property and a preliminary plat application has been approved. The application shall be processed as a Type III land use application and reviewed by the County. The application shall be substantially similar to the Master Plan. Any aspects of a land use application relating to the Property that are not substantially similar to the Master Plan shall be reviewed under the applicable regulations as if no Master Plan had been approved. Architectural submittals under CCC 40.510.050-1.9.c(2)(m) shall be submitted and reviewed in conjunction with the application for a PUD. Any approval criteria not addressed and found satisfied in this this Agreement shall be addressed during the PUD application and decision process.

**e.** Except as set forth in Section 3, above, future development of the Property is subject to the applicable provisions of the Clark County Code as of the Effective Date, and must be generally consistent with the Master Plan.

**5. Effect on Fees or Charges**

As provided for in RCW 36.70B.180, and except for those development standards described in Section 3.b, above, during the term of this Agreement, the development standards to which the Property is subject pursuant to this Agreement shall not be subject to unilateral amendment, or amendment to zoning ordinances, development standards, or regulations, or a new zoning ordinance or development standard or regulation adopted after the Effective Date. Provided, however, that the vesting granted by this Agreement shall not apply to impact fees, taxes, or permit application fees, which shall be determined or calculated consistent with the County's provisions applicable on the date such fee, charge or tax is triggered. As provided for in Ch. 36.70B RCW, the County reserves the right to impose new standards or changes in development regulations to the extent required by a serious threat to public health and safety.

**6. SEPA**

Pursuant to the State Environmental Policy Act (SEPA), piecemeal environmental review is to be discouraged. As such, the Parties wish for SEPA review to be accomplished as part of the Agreement for as many of the Property's potential adverse environmental impacts as can be reasonably analyzed, based upon current information contained within the SEPA checklist submitted with this Agreement, including, but not limited to, the traffic study, GIS data as to the general presence of wetlands on some portions of the Property and off site storm water impacts. This review is done under the Consolidated Review provisions of SEPA. The SEPA checklist attendant with this Agreement identifies various potential adverse impacts including transportation, parks, wetlands sewer, water and storm water. The Checklist also identifies a variety of technical reports or information that provides a basis for

the proposed mitigation or partial mitigation of these impacts. It is the intent of this Agreement and its attendant SEPA process, to have the County issue a Threshold Determination (as that term is utilized in RCW 43.21C) on the identified conceptually proposed impacts of the development of the Property. Uses and impacts that are identified at future stages of the development, i.e., preliminary plat approval or PUD approval, that have been previously analyzed through this or other SEPA processes, shall not be re-analyzed as long as the future identified adverse impacts are substantially similar to and of the same or less intensity as those previously analyzed under this or other SEPA processes. Any probable significant adverse environmental impacts of the Property's future proposed development that have not been analyzed under the SEPA process attendant with this Agreement or previously through some other lawful SEPA process, shall be undertaken at the time of such future development.

**7. Transportation**

Kittelson and Associates Transportation Engineers and the County have analyzed the transportation impacts of the full development (based upon the Master Plan in Exhibit B) of the Property as identified in the traffic study. Based upon the Master Plan, the Property at full development will increase the existing number of PM peak hour trips on the transportation system by 657 PM peak hour and 6346 average daily trips. Based upon Kittelson's and the County's analysis, the future development of the Property shall be conditioned upon the construction of, or the reasonable funding within six years of, the critical links and intersections provided for in the Comprehensive Plan and the other mitigation measures provided for in Exhibit D, which is attached hereto and incorporated by reference herein. The Property shall be vested during the term of this Agreement with 657 PM peak hour, 498 AM peak hour and 6346 average daily trips and no additional off site transportation mitigation or analysis will be required during the term of this Agreement; provided, however, that in the event Holt proposes uses or intensities of uses that would cause the total number of PM Peak or Average Daily trips to exceed the number of trips analyzed as part of this Agreement, then the County may require, and Holt shall provide, additional transportation analysis and lawful mitigation for those increased trips. The transportation vesting provided for in this Section shall be subject to the mitigation measures and the timing provided for in Exhibit D. Some of the transportation improvements may be on the County's Transportation Capital Facility Plan. Holt or successor in interest to the Property, upon construction of such qualifying transportation improvement, shall be eligible to apply for Transportation Impact Fee Credits, but only if such improvements are eligible for Credits under the County's applicable Capital Facilities Plan and Transportation Impact Fee programs.

**8. Advance Payment Of TIF/Surcharge**

**a.** To increase the County's ability to fund and construct certain transportation improvements in the area which will provide systemic benefits in excess of the impacts that will be created through the implementation of the Master Plan, Holt

agrees to accelerate the manner in which Holt or a successor in interest to the Property would pay Transportation Impact Fees ("TIFs"). Holt shall pay TIFs associated with the Property based upon the TIF rate applicable at the time this Agreement becomes effective. In addition to the payment of TIF, Holt shall also pay the Surcharge as described below. Instead of paying TIFs at the time of individual building permits, (as is currently provided for by the County's code), Holt, or its successor in interest agrees to the following permit application and TIF payment schedule.

**b.** Holt shall submit a fully complete application, (or if deemed incomplete, submit materials to achieve fully complete status within 28 days of the determination that the application is not fully complete), for preliminary plat approval for at least 150 lots prior to February 15th, 2020. Assuming Holt receives preliminary plat approval and no appeal is filed, Holt shall pay within 30 days of receiving said preliminary plat approval the sum of $3025 for each lot receiving preliminary plat approval. Holt shall submit a fully complete application, (or if deemed incomplete, submit materials to achieve fully complete status within 28 days of the determination that the application is not fully complete), for preliminary plat approval for at least 150 additional lots prior to February 15th, 2021. Assuming Holt receives preliminary plat approval and no appeal is filed, Holt shall pay within 30 days of receiving said preliminary plat approval the sum of $3025 for each lot receiving preliminary plat approval. Holt shall submit a fully complete application, (or if deemed incomplete, submit materials to achieve fully complete status within 28 days of the determination that the application is not fully complete), for preliminary plat approval for at least 150 additional lots prior to February 15th, 2022. Assuming Holt receives preliminary plat approval and no appeal is filed, Holt shall pay within 30 days of receiving said preliminary plat approval the sum of $3025 for each lot receiving preliminary plat approval. Holt shall submit a fully complete application, (or if deemed incomplete, submit materials to achieve fully complete status within 28 days of the determination that the application is not fully complete), for preliminary plat approval for at least 91 additional lots prior to February 15th, 2023. Assuming Holt receives preliminary plat approval and no appeal is filed, Holt shall pay within 30 days of receiving said preliminary plat approval the sum of $3025 for each lot receiving preliminary plat approval.

**c.** Holt shall submit an application for final plat approval for at least 150 lots prior to November 1st, 2020. Assuming Holt receives final plat approval, Holt shall pay $3025 for each lot receiving final plat approval. Holt shall submit an application for final plat approval for at least 150 additional lots prior to November 1st, 2021. Assuming Holt receives final plat approval, Holt shall pay $3025 for each lot receiving final plat approval. Holt shall submit an application for final plat approval for at least 150 additional lots prior to November 1st, 2022. Assuming Holt receives final plat approval, Holt shall pay $3025 for each lot receiving final plat approval. Holt shall submit an application for final plat approval for at least 91 additional lots

prior to November 1st, 2023. Assuming Holt receives final plat approval, Holt shall pay $3025 for each lot receiving final plat approval

**d.** In addition to the TIF, each building permit for each lot developed upon the Property, shall pay an additional surcharge (the "Surcharge") in the amount of $3,500 per lot. The Surcharge shall be paid at the time of the issuance of the building permit.

**e.** Regardless of the provisions of Sections 8.b, 8.c, and 8.d above, Holt agrees that by December 31, 2023, if the combined amount of TIF and Surcharge paid by Holt is less than $2,900,000, then Holt shall, on or before December 31st, 2023, pay to the County the difference between what Holt has paid in combined TIF and Surcharge and $2,900,000 (the "Gap Amount"). The Gap Amount shall be applied in the future to subsequent preliminary plat, final plat or building permit applications on the Property as pre-paid TIF or prepaid Surcharge. Nothing in this Agreement limits to $2,900,000 Holt's total obligations to pay TIF, Surcharge, or combined TIF and Surcharge that may arise from the Property's future development approvals.

**f.** Notwithstanding any other provision of Section 8 of this Agreement relating to the timing of the submission of a preliminary plat application or the submission of a final plat application, Holt shall not have to submit any of the applications referenced in Section 8 of this Agreement, provided Holt makes the payment that otherwise would be due if such application had been submitted and approved by the dates set forth in Section 8. Nothing in this paragraph shall be construed to alter the dates upon which such payments shall be made to the County as provided for in this Agreement, regardless of whether Holt submits any land use applications.

**g.** If Developer fails to timely make any payment due pursuant to Section 8 of this Agreement, Developer may not submit, and County may not accept or process, any further land use or permit application relating to development of the Property until all payments then due in accordance with Section 8 have been fully made.

**h.** Subject to the provisions of Section 8(e), nothing herein shall prevent Holt from applying for and receiving preliminary plat approval for more lots earlier in time than provided for in subsection 8(b) above. Provided, however, that if Holt does apply for and receive preliminary plat approval for more than 150 lots prior to August 15th 2020; 300 lots prior to August 15th, 2021, 450 lots prior to August 15th 2022, or 541 lots prior to August 15th 2023, Holt shall pay the per lot fee identified in subsection 8(b) by the dates and for the number of lots set forth in sub-paragraphs 1-4 below:

(1) August 15th 2020, based upon 150 lots if 150 lots or more have received preliminary plat approval;

(2) August 15th 2021, based upon 300 lots if 300 lots or more have received preliminary plat approval;

(3) August 15th 2022, based upon 450 lots if 450 lots or more have received preliminary plat approval; and

(4) August 15th, 2023 based upon 541 lots if 541 lots have received preliminary plat approval.

The amount of TIF owed under section 8(b) that has not been paid for a lot receiving preliminary plat approval pursuant to this subsection shall be paid at the time of final plat approval for that lot.. Within 30 days of the full execution of this Agreement, Holt shall post security in the form of a bond from a reputable bonding company or some other form of security acceptable to the County and Holt (the "Security"). The amount of the Security shall be 2.9 million dollars which, in addition to securing Holt's payment of TIFs or Surcharge payments as provided for in this Section 8, shall also cover any and all losses, penalties, fees, expenses, and/or interest incurred by the County as a result of Holt's nonperformance of its obligations as provided for in this Section 8.

i. No Party to this Agreement other than Holt, or a successor or assignee of Holt, shall have any obligation under this Agreement that is expressly stated herein as an obligation of Holt. Only Holt, among the Property Owners, is bound by the terms of Section 8; the County shall not seek to enforce, whether through liens, judgments or foreclosure, any of Holt's obligations under this Agreement against Zilke, the Zilke Trust, Birchwood Farms or Webb, or its respective portions of the Property, while that Party remains the owner of that portion of Property,

j. Lots created and approved on the Property in excess of 541 lots are not subject to the pre-payment provisions of Section 8; Holt shall pay TIF and Surcharge, in the total amount of $9,550 for each lot in excess of 541 lots, at the time of building permit issuance.

**9. Amendment**

The Parties may agree to any amendments to this Agreement to facilitate necessary infrastructure improvements and other matters; provided, however, that this Agreement may only be amended by mutual, written agreement of the Parties that is approved by the Clark County Councilors pursuant to a Type IV legislative process as set forth in the Clark County Code.

**10. Miscellaneous**

a. Failure by any Party at any time to require performance by another Party of any of the provisions hereof shall in no way affect the Parties' rights hereunder to enforce the same, nor shall any waiver by any Party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.

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

**c.** If any portion of this Agreement shall be invalid or unenforceable to any extent, the validity of the remaining provisions shall not be affected thereby.

**d.** This Agreement is assignable, and, except as provided in Section 8, shall run with the land and be binding upon and inure to the benefit of the Parties, their respective heirs, successors and assigns. This Agreement shall be recorded.

**e.** The recitals contained herein are agreed to state binding obligations of the Parties, as their terms provide.

CLARK COUNTY

By _____
Shawn Henessee, County Manager

Approved as to form only:
Anthony F. Golik, Clark County Prosecuting Attorney

By _____
Deputy Prosecuting Attorney

MILL CREEK JV LLC ("Holt")
By TCK, Inc, Manager

By _____
Greg Kubicek, President

WILFRED N ZILKE FAMILY TRUST

By _____

Wilfred N. Zilke, Trustee

WILFRED
~~WILFORD~~ ZILKE AND MARJORIE ZIELKE

By Wilfred Zilke
~~Wilford~~ Zilke
WILFRED

By Marjorie Zilke
Marjorie Zilke

GARY WEBB TRUST

By _____
Gary Webb Trustee of the Gary Webb Trust

BIRCHWOOD FARMS LLC

By _____
Edward C. Prentice, Co-Manager

Notary Public
State of Washington
KRISTA A HARVILL-SORTER
MY COMMISSION EXPIRES
APRIL 15, 2021

STATE OF WASHINGTON )
) ss.
County of Clark )

I certify that I know or have satisfactory evidence that Wilfred N Zilke, as trustee of the Wilfred N Zilke Family Trust, is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 1/17/2020

Krista A. Harvill-Sorter

WILFORD ZILKE AND MARJORIE ZILKE

By_____ By_____
Wilford Zilke Marjorie Zilke

GARY WEBB TRUST

By_____
Gary Webb Trustee of the Gary Webb Trust

BIRCHWOOD FARMS LLC

By Edward C Prentice Co-Manager BFLLC
Edward C. Prentice, Co-Manager

STATE OF WASHINGTON )
) ss.
County of Clark )

I certify that I know or have satisfactory evidence that Wilfred N Zilke, as trustee of the Wilfred N Zilke Family Trust, is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

_____
Notary Public in and for the State of Washington, residing at Vancouver.
My appointment expires:

Notary Public in and for the State of
Washington, residing at Vancouver.
My appointment expires: 4-15-21

Notary Public
State of Washington
KRISTA A HARVILL-SORTER
MY COMMISSION EXPIRES
APRIL 15, 2021

STATE OF WASHINGTON )
) ss.
County of Clark )

I certify that I know or have satisfactory evidence that Wilfred N Zilke is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 1/17/20

Kristen A. Harvill-Sorter

Notary Public in and for the State of
Washington, residing at Vancouver.
My appointment expires: 4-15-21

Notary Public
State of Washington
KRISTA A HARVILL-SORTER
MY COMMISSION EXPIRES
APRIL 15, 2021

STATE OF WASHINGTON )
) ss.
County of Clark )

I certify that I know or have satisfactory evidence that Wilfred Zilke Personal Representative of Marjorie Zilke is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 1/17/20

Kristen A. Harvill-Sorter

Notary Public in and for the State of
Washington, residing at Vancouver.
My appointment expires: 4-15-21

STATE OF WASHINGTON )
) ss.
County of Clark )

I certify that I know or have satisfactory evidence that Shawn Henessee is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument as the County Manager of Clark County, Washington, and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 1/21/2020

REBECCA L MESSINGER
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION NUMBER 3715
COMMISSION EXPIRES APRIL 26, 2021

Rebecca L. Messinger

Notary Public in and for the State of Washington, residing at Vancouver.
My appointment expires: 4/26/21

STATE OF WASHINGTON )
) ss.
County of Clark )

I certify that I know or have satisfactory evidence that Edward C Prentice as co-manager of Birchwood Farms is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 01/24/20

KENDRA L HASH
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
8058
2-01-23

Notary Public in and for the State of Washington, residing at Vancouver.
My appointment expires: 02/01/23

STATE OF WASHINGTON )
) ss.
County of Clark )

I certify that I know or have satisfactory evidence that Greg Kubicek as co-manager of Birchwood Farms is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and

I certify that I know or have satisfactory evidence that Greg Kubicek as co-manager of Birchwood Farms is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

_____
Notary Public in and for the State of Washington, residing at Vancouver.
My appointment expires:

STATE OF ~~WASHINGTON~~ Oregon )
) ss.
County of ~~Clark~~ Union )

I certify that I know or have satisfactory evidence that Gary Webb, as trustee of the Gary Webb Family Trust, is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 01/09/2020

OFFICIAL STAMP
ROBBI JAY CRIBBS
NOTARY PUBLIC-OREGON
COMMISSION NO. 979360
MY COMMISSION EXPIRES SEPTEMBER 26, 2022

Robbi J. Cribbs
Notary Public in and for the State of ~~Washington~~ Oregon, residing at ~~Vancouver~~ La Grande
My appointment expires: 09/26/2022

STATE OF WASHINGTON )
) ss.
County of Clark )

I certify that I know or have satisfactory evidence that Greg Kubicek, on behalf of TCK LLC as manager for Mill Creek JV LLC, is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 1/21/2020

Kristen A. Harrell-Bea

Notary Public
State of Washington
KRISTA A HARVILL-SORTER
MY COMMISSION EXPIRES
APRIL 15, 2021

Notary Public in and for the State of Washington, residing at Vancouver.
My appointment expires: 4-15-21

Exhibit A

752952 - $10.00 - Clark County Title Company - Sue McMerrick - 09/15/2016

5325450 D 09/15/2016 10:37 AM
Total Pages: 4 Rec Fee: $76.00
CLARK COUNTY TITLE COMPANY
SIMPLIFILE LC E-RECORDING
eRecorded in Clark County, WA

AFTER RECORDING, RETURN TO:

Hunt & Associates, PC
101 SW Main St., Ste. 805
Portland, OR 97204
Attn: Lawrence B. Hunt

**Document Title:**

NON-MERGER DEED IN LIEU OF FORECLOSURE

**Reference Numbers of Related Documents:**

Deed of Trust recorded April 4, 2005 in Auditor's File No. 3968416; Non-Merger Deed in Lieu of Foreclosure recorded December 31, 2008 in Auditor's File No. 4519496

**Grantor:**

RENAISSANCE CUSTOM HOMES LLC, an Oregon limited liability company

**Grantee:**

GARY F. WEBB TRUST, Gary F. Webb, Trustee

**Legal Description:**

That portion of the Northwest quarter of the Northeast quarter of Section 13, Township 3 North, Range 1 East of the Willamette Meridian, Clark County, Washington, *continued on Exhibit A.*

**Assessor's Tax Parcel ID Number(s):**

181701-000; 181702-000

## NON-MERGER DEED IN LIEU OF FORECLOSURE

Title to the real property herein described is vested in fee simple in Renaissance Custom Homes LLC, an Oregon limited liability company and ("Grantor"), subject to the lien of a Deed of Trust dated March 19, 2008 and recorded April 4, 2005, 2008 in the Records of Clark County, Washington, in Auditor's File No. 3968416 ("Deed of Trust"). The beneficiary of the Deed of Trust is Gary F. Webb Trust ("Grantee"). The Deed of Trust secures certain obligations owed by Grantor to Grantee pursuant to a Real Estate Sales Agreement (as amended from time to time), a Promissory Note, and a Personal Guarantee of Randy Sebastian (together with the Deed of Trust, the "Agreements").

Under the Agreements, $883,716.48 is due and payable; together with $18,648.17 in property taxes paid by Webb Trust; attorney fees and costs; accrued interest to date, and other costs and expenses to which Grantee is entitled thereunder.

The Deed of Trust is in default and subject to immediate foreclosure. Grantor is unable to pay the indebtedness and desires to avoid foreclosure proceedings. Grantor therefore desires to give an absolute deed of conveyance of said property and satisfaction of the indebtedness secured by said Deed of Trust.

Grantee agrees to accept such conveyance upon the terms and conditions hereinafter stated.

NOW, THEREFORE, in consideration of the cancellation of the debt and all evidence of indebtedness secured by said Deed of Trust, Grantor does hereby grant, bargain, sell and convey to Grantee all of the real property located in Clark County, Washington, described on Exhibit A hereto, SUBJECT TO a Residential Lease Agreement dated April 28, 2006 between The Management Group, Inc. as agent for Lessor and Charles and Jill Holt as Lessees; and any and all liens and encumbrances of record.

Grantor covenants that:

This deed is absolute in legal effect and form, conveys fee simple title to the premises herein described to Grantee, terminates Grantor's redemption rights to the real property (if any) or other right or interest of Grantor or anyone claiming through or under Grantor, and does not operate as a mortgage, trust, conveyance or security of any kind;

Grantor surrenders possession of the real property to Grantee;

Grantor warrants and hereby agrees to forever defend the title to the real property against all claims and demands of all persons, other than the liens and encumbrances of record;

This deed does not effect a merger of the fee ownership of the real property and the lien of the Deed of Trust described above, whether Grantee is now or hereafter may be the owner or holder of such lien or security interest. The ownership of the real property and the liens of the Deed of Trust, together with any other liens and security interests now or hereafter owned

or held by Grantee, shall hereafter remain separate and distinct. This deed does not preclude Grantee from continuing or instituting any action, suit or proceeding to foreclose the Deed of Trust or other security interest should Grantee deem it appropriate; provided, however, that by accepting this deed, Grantee covenants and agrees that Grantee shall forever forebear from taking any action whatsoever to collect against Grantor or Randy Sebastian on the Agreements or any other obligation secured by the Deed of Trust;

In executing this deed, Grantor is not acting under any misapprehension as to the effect thereof, nor under any duress, undue influence or misrepresentations by Grantee, its agents or attorneys;

The true and actual consideration for this transfer, stated in terms of dollars, is none. The consideration consists of the release of Grantor's liability under the Agreements described above.

IN WITNESS WHEREOF, Grantor has executed this deed as of this 29 day of December, 2008.

RENAISSANCE CUSTOM HOMES LLC

By: _____
Its: Member

STATE OF OREGON )
) ss.
County of Multnomah )

On this day personally appeared before me Randal S. Sebastian, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed on behalf of Renaissance Custom Homes LLC, an Oregon limited liability company, for the uses and purposes therein mentioned.

Given under my hand and official seal this 29 day of December, 2008.

_____
Notary Public in and for the State of Oregon

OFFICIAL SEAL
LAURA J WOOD
NOTARY PUBLIC-OREGON
COMMISSION NO. 432459
MY COMMISSION EXPIRES OCT. 2, 2012

EXHIBIT A

DESCRIPTION: ORDER NO.: K143926

That portion of the Northwest quarter of the Northeast quarter of Section 13, Township 3 North, Range 1 East of the Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at a point that is North 89°10' East 156 feet from the quarter section corner common to Section 12 and 13, Township 3 North, Range 1 East of the Willamette Meridian; and running thence North 89°10' East 631.25 feet; thence South 865.91 feet; thence South 89°10' West 790.53 feet; thence North 0°13' East 126 feet; thence North 89°10' East 156 feet; thence North 0°13' East 739.56 feet to the Point of Beginning.

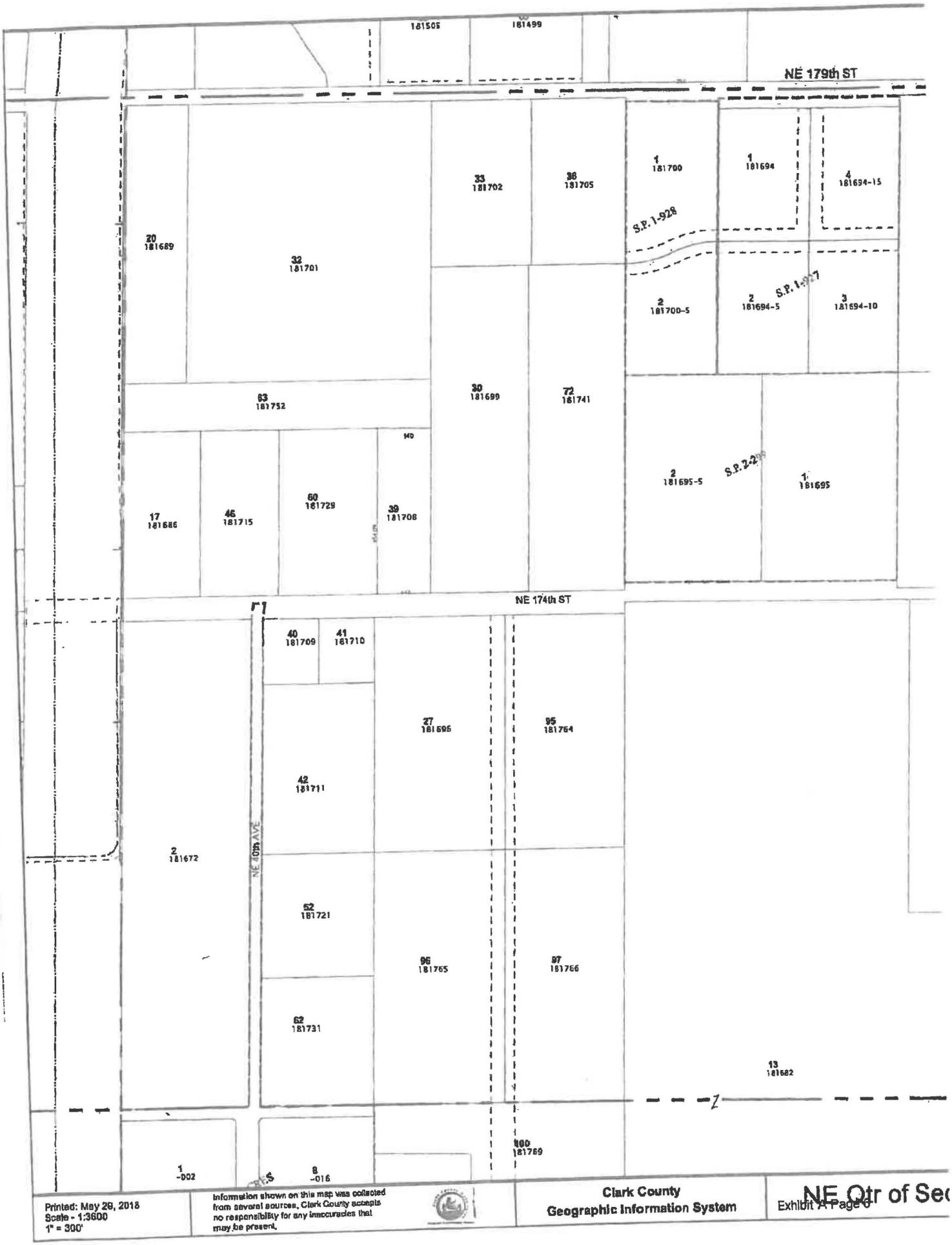
EXCEPT the South 126 feet as conveyed to Tommy L. Frasier et al by Deed recorded under Auditor's File Number 8506030097.

ALSO EXCEPT any portion lying within Northeast 179th Street.

PARCEL II

That portion of the Northwest quarter of the Northeast quarter of Section 13, Township 3 North, Range 1 East of the Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at a point that is North 89°10' East 787.25 feet from the quarter section corner, common to Section 12 and 13, Township 3 North, Range 1 East of the Willamette Meridian; and running thence North 89°10' East a distance of 258.75 feet; thence South a distance of 450 feet; thence South 89°10' West a distance of 258.75 feet; thence North a distance of 450 feet to the Point of Beginning. Any portion lying within NE 179th Street.


181505
181499
NE 179th ST
20 181689
32 181701
33 181702
38 181705
1 181700
1 181694
4 181694-15
S.P. 1-928
2 181700-5
2 181694-5
S.P. 1-927
3 181694-10
63 181752
30 181699
72 181741
2 181695-5
S.P. 2-2
1 181695
17 181686
46 181715
60 181729
39 181708
NE 174th ST
40 181709
41 181710
27 181695
95 181764
42 181711
2 181672
NE 10th AVE
52 181721
96 181765
97 181766
62 181731
13 181682
100 181769
1 -002
8 -016
Printed: May 29, 2018
Scale - 1:3600
1" = 300'
Information shown on this map was collected from several sources. Clark County accepts no responsibility for any inaccuracies that may be present.
Clark County
Geographic Information System
NE Qtr of Sec

TL 112 - SEGREGATION

Parcel 3

The West 660 feet of the South half of the Southeast quarter of Section 12, Township 3 North, Range 1 East of the Willamette Meridian in Clark County, Washinton.
EXCEPT that portion thereof, lying South of the following described line:
BEGINNING at the Northwest corner of the South half of the Southeast quarter of said Section 12; thence South 0°16'30" West, along the West line thereof, 701 feet, more or less, to a point that is 99 feet North 0°16'30" East from the intersection of the Westerly extension of the North line of that tract conveyed to Ervin P. Diment, by deed recorded under Auditor's File No. G 369035, records of said County with the West line of the Southeast quarter of said Section 12, said point being the true point of beginning of the following described line; thence North 89°13' East 660 feet to the terminus of said line description.
TOGETHER WITH an easement for ingress, egress and utilities over the East 30 feet of the West 660 feet of the South 619 feet of the Southwest quarter of the Southeast quarter of said Section 12;
EXCEPT that portion thereof lying within N.E. 179th Street.

Refund $ to
Dec 5/83

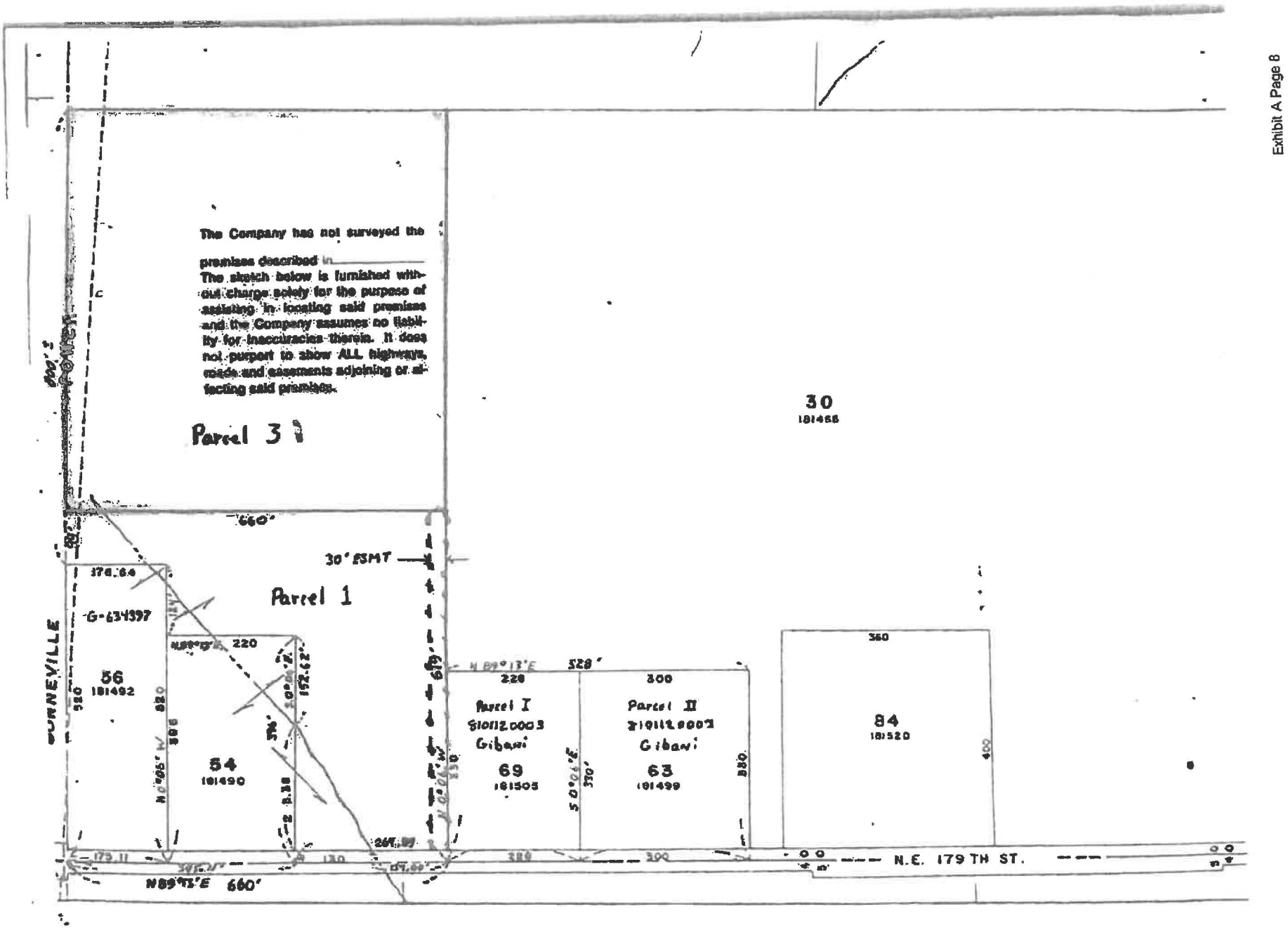
181548

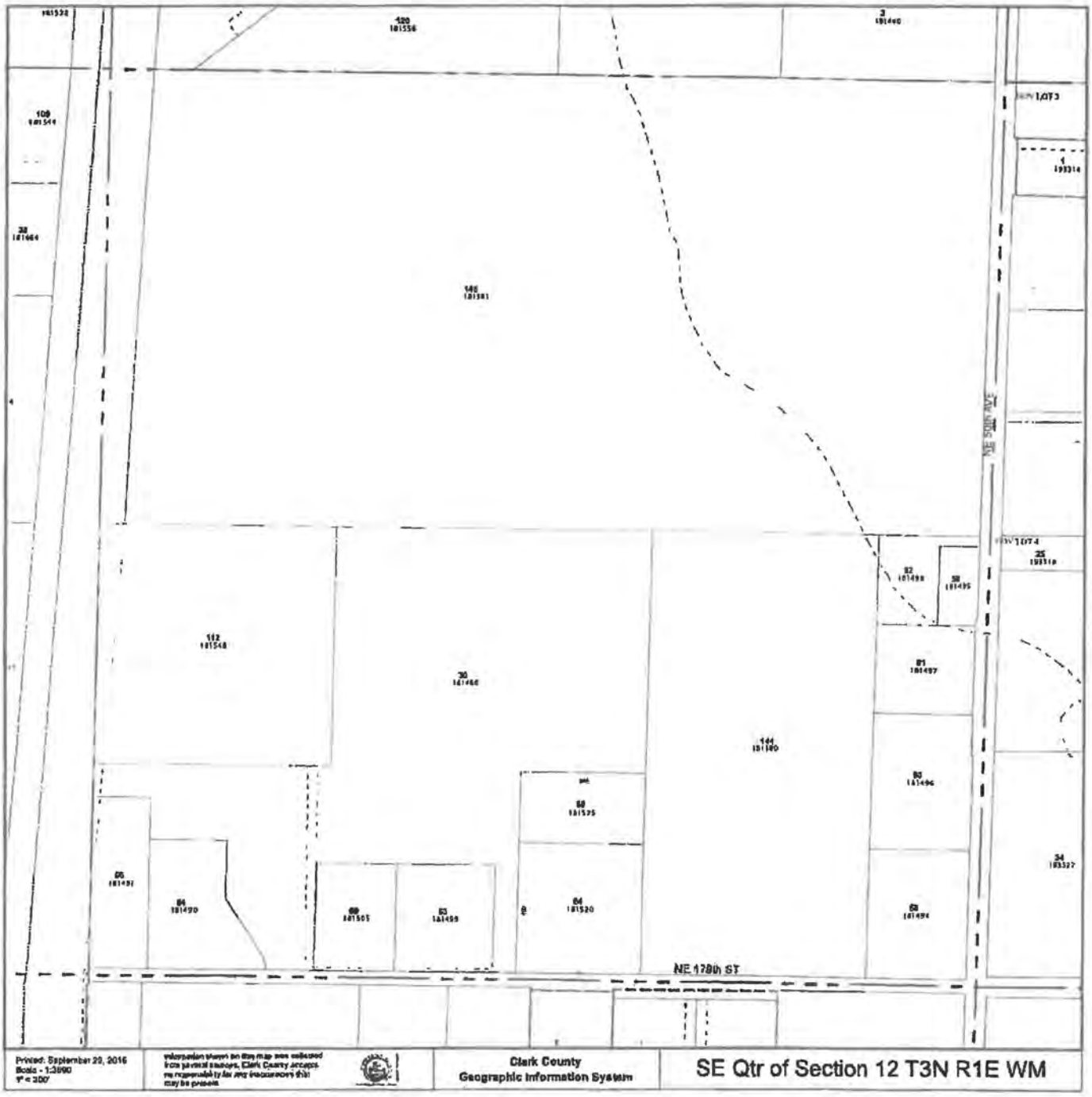
DEC 20 1983

DEC 30 1983

REQ'D SEG

181466 seg to 181548
#112 Sec 12-3-1
10.62A m/l


The Company has not surveyed the premises described in
The sketch below is furnished without charge solely for the purpose of assisting in locating said premises and the Company assumes no liability for inaccuracies therein. It does not purport to show ALL highways, roads and easements adjoining or affecting said premises.
Parcel 3
30
181466
660'
30' ESMT
Parcel 1
G-634397
56
181492
54
181490
220
330
880
330
660'
N 89°13'E 528'
Parcel I
S10112.0003
Gibani
69
181505
Parcel II
S10112.0002
Gibani
63
181499
360
84
181520
400
330
N.E. 179 TH ST.
179.11
N89°13'E 660'


NE 179th ST
NE 50th AVE
Printed: September 29, 2016
Scale - 1:3600
1" = 300'
Clark County
Geographic Information System
SE Qtr of Section 12 T3N R1E WM

9801300247

10

**RETURN ADDRESS:**

**Chris Roubicek, P.S.**
**P.O. Box 600**
**Castle Rock, WA 98611**

Chris Roubicek

Real Estate Excise Tax
Ch. 11 Rev. Laws 1951
$633.00 has been paid
Rcpt.# 42330 Date 1-29-98
Sec. 61, see Afd. No.
Doug Lasher
Clark County Treasurer
By RV Deputy

**Document Title(s)**

WARRANTY DEED

Reference numbers of related documents:
on page n/a of document

**Grantor(s):**
(Last, First, Middle Initial)

1. PRENTICE, EDWARD A.
2. PRENTICE, MARJORIE M.
3.

etc. additional names on page n/a of document

**Grantee(s):**
(Last, First, Middle Initial)

1. PRENTICE, EDWARD, Manager Birchwood Farms, L.L.C.
2. PRENTICE, MARJORIE, Manager Birchwood Farms, L.L.C.
3.

etc. additional names on page n/a of document

**Legal Description:**

1. The East 1/2 of the NE quarter of the SE quarter of Section 12, Township 3 North, Range 1 East, W.M.

(lot, block, plat name, section-township-range)

Additional legal description is on page one of document

**Assessor's Property Tax Parcel Account Number(s):**

a portion of 181465 000

Reference Number(s) of Documents assigned or released:

none

1579

# WARRANTY DEED

THE GRANTORS, EDWARD A. PRENTICE and MARJORIE M. PRENTICE, husband and wife, 18600 NE 50th Avenue, Vancouver, Washington 98686, for TEN DOLLARS and other valuable consideration in hand paid, receipt whereof is hereby acknowledged, GRANT, CONVEY, and WARRANT to BIRCHWOOD FARMS, L.L.C., c/o EDWARD A. PRENTICE and MARJORIE M. PRENTICE, Managers, 18600 NE 50th Avenue, Vancouver, Washington 98686, Grantee, the following described property situate in Clark County, Washington, to wit:

The East half of the Northeast quarter of the Southeast quarter of Section 12, Township 3 North, Range 1 East, W.M., Clark County, Washington.

SUBJECT TO AND TOGETHER WITH easements, restrictions and reservations of record.

Dated this 31st day of December, 1997.

Edward A. Prentice
EDWARD A. PRENTICE

Marjorie M. Prentice
MARJORIE M. PRENTICE

STATE OF WASHINGTON)
)ss
COUNTY OF COWLITZ )

On this day personally appeared before me, EDWARD A. PRENTICE and MARJORIE M. PRENTICE, husband & wife, to me known to be the individuals named in and who executed the foregoing instrument, and who acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 31st day of December, 1997.




Christopher J. Roubicek
Notary public in and for the
State of Washington,
residing at: Castle Rock
My commission expires: 3-15-2001

1581


NE 179th ST
NE 10th AVE
Printed: September 25, 2019
Scale = 1:3600
1" = 300'
Information shown on this map was collected from several sources, Clark County accepts no responsibility for any inaccuracies that may be present.
Clark County
Geographic Information System
SE Qtr of Section 12 T3N R1E WM

9611150044

Recorded at the request of Hall, Holland & Dimitrov
When recorded, return to:
Hall, Holland & Dimitrov
Attorneys at Law
1109 Broadway
Vancouver, WA 98660

Real Estate Excise Tax
Ch. 11 Rev. Laws 1951
EXEMPT
No. 40526 Date 11-15-96
For details of tax paid see
No.
Doug Lasher
Clark County Treasurer
By
Deputy

**PERSONAL REPRESENTATIVE'S DEED**

1. **GRANTOR.** The undersigned, WILFRED N. ZILKE, is the duly appointed, qualified and acting personal representative of the Estate of H. MARJORIE ZILKE, Deceased.

2. **ESTATE.** H. MAJORIE ZILKE died on the 5th day of April, 1995. The Last Will and Testament of H. MARJORIE ZILKE dated September 4, 1990, was admitted to probate on May 5, 1995 and Grantor was appointed personal representative in the State of Washington, Superior Court of Clark County in Cause No. 95-4-00389-4.

3. **NONINTERVENTION POWERS.** By Order of Solvency entered in said probate proceedings on June 23, 1995, Grantor was authorized to settle the estate without further court intervention or supervision.

4. **DESCRIBED REAL PROPERTY.** Included among the property of the Estate of H. MARJORIE ZILKE, was the decedent's interest in real property located in Clark County, Washington and legally described as the easterly 20.35 acres being situate in Clark County, Washington, more particularly described as follows:

See Exhibit "A" annexed hereto and hereby incorporated herein.

5. **CONVEYANCE.** Grantor, Estate of H. MARJORIE ZILKE, hereby conveys and quitclaims to the WILFRED N. ZILKE FAMILY TRUST, the real property herein described representing the estate's interest in the described real property together with all after-acquired title of the Grantor therein.

DATED this 27th day of October, 1996.

WILFRED N. ZILKE, Personal Representative
of the Estate of H. Marjorie Zilke, Deceased,
and not in his individual capacity.

141

STATE OF WASHINGTON )
: ss.
County of Clark

On this 29th day of October, 1996, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared WILFRED N. ZILKE, to me known to be the person who signed as Personal Representative of the Estate of H. MARJORIE ZILKE, Deceased, and who executed the within and foregoing instrument and acknowledged said instrument to be his free and voluntary act and deed for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument as Personal Representative of said Estate.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

DEBRA LEA MARTIAN
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
SEPTEMBER 21, 2000

NOTARY PUBLIC for Washington,
residing at Vancouver therein
My Commission Expires: 9/21/2000

142

## EXHIBIT "A"

The East 20.35 acres of the following described Tract:

Tract Description

The Southeast Quarter of the Southeast Quarter of Section 12, Township 3 North, Range 1 East of the Willamette Meridian, Clark County Washington.
Excepting therefrom the East 330 Feet of said Tract;
Excepting therefrom that portion of said Tract lying within N.E. 179th Street;
Excepting therefrom that portion of said Tract conveyed to Donald J. Orange et ux, by deed recorded under Auditor's File No. 8405220011 records of Clark County Washington.

(end Tract Description)

Said 20.35 acres being the East 20.35 acres of that certain parcel conveyed to Wilfred N. Zilke and H. Marjorie Zilke by deed recorded under Auditor's file No. 8306140153 records of Clark County Washington.

STATE OF WASHINGTON
DEPARTMENT OF HEALTH

LOCAL FILE NUMBER

# CERTIFICATE OF DEATH

STATE FILE NUMBER

DISTRICT
COPIES 6
HOSPITAL
RESIDENCE
SINCE
OCCUPATION
BIRTH
DEATH
ACCIDENT
IN. ACCIDENT
22. CAUSES

| 1. NAME | First | Middle | Last | 2. SEX (M / F) | 3. DEATH DATE (Mo. Day, Yr.) |
|---|---|---|---|---|---|
| | Helen | Marjorie | Zilke | Female | April 5, 1995 |

| 4. AGE LAST BIRTHDAY (Yrs) | 5. UNDER 1 YEAR: MOS. | DAYS | 6. UNDER 1 DAY: HOURS | MINS. | 7. BIRTHDATE (Mo. Day, Yr.) | 8. BIRTHPLACE (City, State or Foreign Country) | 9. WAS DECEDENT EVER IN U.S. ARMED FORCES? (Yes / No) | 10. COUNTY OF DEATH |
|---|---|---|---|---|---|---|---|---|
| 65 | | | | | Feb 13, 1930 | Alberta, Canada | No | Clark |

| 11. CITY, TOWN OR LOCATION OF DEATH | 12. PLACE OF DEATH — BOX FOR PLACE THEN GIVE ADDRESS OR INSTITUTION NAME<br>1 ☐ HOME 2 ☐ IN TRANSPORT 3 ☐ EMER. ADMIT FIN 4 ☐ HOSP. 5 ☐ NURSING HOME 6 ☐ OTHER PLACE | 13. SMOKED IN LAST 15 YEARS? (Yes / No) |
|---|---|---|
| Vancouver | Southwest Washington Medical Center | No |

| 14. MARITAL STATUS—Married, Never Married, Widowed, Divorced (Specify) | 15. SURVIVING SPOUSE (If wife, give maiden name) | 16. SOCIAL SECURITY NO. | 17. DECEDENT'S EDUCATION (Specify only highest grade completed)<br>Elementary/Secondary (0-12) / College (1-4 or 5+) |
|---|---|---|---|
| Married | Wilfred Norman Zilke | 537-30-4243 | 12 |

| 18. USUAL OCCUPATION (Give kind of work done during most of working life. DO NOT USE RETIRED) | 19. KIND OF BUSINESS OR INDUSTRY | 20. Was Decedent of Hispanic origin or descent? (Ancestry) (Specify Yes or No. If Yes, specify Cuban, Mexican, Puerto Rican, etc.)<br>(Yes / No) Specify: | 21. RACE (Specify) |
|---|---|---|---|
| Homemaker | Home | No | White |

| 22. RESIDENCE—NUMBER AND STREET | 23. CITY/TOWN, OR LOCATION | 24. INSIDE CITY LIMITS? (Yes / No) | 25A. COUNTY | 25B. LENGTH OF RES. IN CO | 26. STATE | 27. ZIP CODE |
|---|---|---|---|---|---|---|
| 4206 N.E. 179th Street | Vancouver | No | Clark | 31 Yrs | WA | 98686 |

| 28. FATHER'S NAME—FIRST, MIDDLE, LAST | 29. MOTHER'S NAME—FIRST, MIDDLE, MAIDEN SURNAME |
|---|---|
| John McNeill Carswell | Helen Winnifred Fisher |

| 30. INFORMANT—NAME | 31. MAILING ADDRESS—STREET OR RFD NO. / CITY OR TOWN / STATE / ZIP |
|---|---|
| Wilfred Zilke | 4206 N.E. 179th Street Vancouver, WA 98686 |

| 32. BURIAL/CREMATION/REMOVAL/OTHER (Specify) | 33. DATE (Mo. Day Yr.) | 34. CEMETERY/CREMATORY—NAME | 35. LOCATION—CITY/TOWN, STATE |
|---|---|---|---|
| Cremation | 4/7/1995 | Park Hill Crematorium | Vancouver, Washington |

| 36. FUNERAL DIRECTOR SIGNATURE | 37. NAME OF FACILITY | 38. ADDRESS—STREET OR RFD NO., CITY, STATE, ZIP |
|---|---|---|
| X [signature] | Evergreen Staples Funeral Chapel | 4700 St. Johns Road Vancouver, Washington 98661 |

TO BE COMPLETED ONLY BY [illegible]

39. TO THE BEST OF MY KNOWLEDGE, DEATH OCCURRED AT THE TIME, DATE AND PLACE AND WAS DUE TO THE CAUSE(S) STATED
SIGNATURE AND TITLE

TO BE COMPLETED ONLY BY [illegible]

43. ON THE BASIS OF EXAMINATION AND/OR INVESTIGATION, IN MY OPINION DEATH OCCURRED AT THE TIME, DATE AND PLACE AND WAS DUE TO THE CAUSE(S) STATED
SIGNATURE AND TITLE
X

| 40. DATE SIGNED (Mo., Day, Yr.) | 41. HOUR OF DEATH (24 Hrs.) | 44. DATE SIGNED (Mo., Day, Yr.) | 45. HOUR OF DEATH (24 Hrs) |
|---|---|---|---|
| April 6, 1995 | 0820 | | |

| 42. NAME AND TITLE OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print) | 46. PRONOUNCED DEAD (Mo., Day, Yr.) | 47. HOUR PRONOUNCED DEAD (24 Hrs.) |
|---|---|---|
| | | |

| 48. NAME AND ADDRESS OF CERTIFIER—PHYSICIAN, MEDICAL EXAMINER OR CORONER (Type or Print) | 49. MEDICORP FILE NUMBER |
|---|---|
| Michael J. Markham, M.D. 503 N.E. 87th Avenue #310, Vancouver, WA 98664 | |

50. ENTER THE DISEASES, INJURIES, OR COMPLICATIONS WHICH CAUSED THE DEATH.

IMMEDIATE CAUSE (Final disease or condition resulting in death.)

DO NOT ENTER THE MODE OF DYING, SUCH AS CARDIAC OR RESPIRATORY ARREST, SHOCK, OR HEART FAILURE. LIST ONLY ONE CAUSE ON EACH LINE. Subsequently list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (Disease or injury which initiated events resulting in death) LAST.

| | | INTERVAL BETWEEN ONSET AND DEATH |
|---|---|---|
| a. | Respiratory Arrest | |
| DUE TO, OR AS A CONSEQUENCE OF: | | |
| b. | Subarachnoid Hemorrhage | 5 days |
| DUE TO, OR AS A CONSEQUENCE OF: | | |
| c. | Aneurysm — Cerebral | |
| DUE TO, OR AS A CONSEQUENCE OF: | | |
| d. | | |

| 51. OTHER SIGNIFICANT CONDITIONS — CONDITIONS CONTRIBUTING TO DEATH BUT NOT RELATING ON THE UNDERLYING CAUSE GIVEN ABOVE | 52. AUTOPSY? (Yes / No) | 53. WAS CASE REFERRED TO MEDICAL EXAMINER OR CORONER? (Yes / No) |
|---|---|---|
| | Yes | No |

| 54. ACC SUICIDE HOM. UNDET. OR PENDING INVEST. (Specify) | 55. INJURY DATE (Mo. Day, Yr.) | 56. HOUR OF INJURY (24 Hrs) | 57. DESCRIBE HOW INJURY OCCURRED: |
|---|---|---|---|
| | | | |

| 58. INJURY AT WORK? (Yes / No) | 59. PLACE OF INJURY—AT HOME, FARM, STREET, FACTORY, OFFICE BLDG, ETC (Specify) | 60. LOCATION—STREET OR RFD NO., CITY/TOWN, STATE |
|---|---|---|
| | | |

| 61. RECORD AMENDMENT (Registrar use only) VOID / COORDINATORY EVIDENCE | REVIEWED BY | DATE | 62. DATE RECEIVED |
|---|---|---|---|
| | [signature] Registrar, MAD | | APR 7 1995 |

FOR INSTRUCTIONS SEE BACK AND HANDBOOK

DOH 110-008 (Rev 7/91) (formerly DSHS 9-150)

DOH 01-003 (7/94)

Exhibit A Page 17

## USE BELOW FOR REQUESTING OFFICIAL CHANGES ONLY

**ANY CHANGES MADE BELOW VOID THIS CERTIFICATE, A NEW CERTIFICATE MUST BE ISSUED TO VALIDATE CHANGES.**

THE RECORD IS INCORRECT OR INCOMPLETE AS FOLLOWS:

| THE RECORD NOW SHOWS: | THE TRUE FACT IS: |
|---|---|
| | |
| | |
| | |
| | |

I REPRESENT THE PERSON AS (E G SELF PARENT, GUARDIAN, ETC ) SPECIFY

PHONE NUMBER

I SWEAR UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THE FOREGOING IS TRUE AND CORRECT

| SIGNATURE | DATE | ADDRESS |
|---|---|---|
| | | |

All vital records are registered as received. Changes must be made by affidavit. An item may be changed by affidavit only once. Subsequent changes must be made by court order.

**Birth Certificates**

1. Only a parent, legal guardian or the adult (18 or older) may change the birth certificate.
2. All changes must be established by documentary proof submitted with the affidavit.
3. The proof(s) must match exactly the asserted true fact(s). For example, if the affidavit says the name is Mary Ann Doe, then the proof must show the name to be Mary Ann Doe. Mary A. Doe or M.A. Doe does not prove the name is Mary Ann Doe.
4. The proof(s) for names must be 5 or more years old, while proof(s) for dates, places, or ages must have been established within five years of birth.
5. Examples of acceptable documents or proof:

| | | |
|---|---|---|
| Baptismal Certificate | Marriage Record | School Record |
| U.S. Census Record | Medical Record | Voter's Registration Card |
| Hospital Records | Military Record | (if it bears an effective date) |
| Insurance Records | Your Child's Birth Record | |

6. Surname changes require a certified copy of a court ordered name change, except that minor spelling changes may be made with an affidavit and documentary proof.
7. Parents may change their child's given name with only their signature and the child's birth certificate.

**Death Certificate**

1. Only the informant, the funeral director, or executor/administrators of estate/attorney representing such position is presented may change the non-medical information.
2. The medical information (cause of death) may be changed **only by the attending** physician or the coroner/medical examiner.
3. Routine changes will normally be made only during **the first year after death.** Other changes will be made only for legally important reasons (property, inheritance, etc.) and must be approved by **the State Registrar.**

**Marriage/Dissolution (Divorce) Certificates**

1. Personal fact (minor spelling changes in name, date or place of birth or residence) may be changed by affidavit plus proof by the person. See description of proofs in #4 above.
2. For (Groom) the date or place of marriage or dissolution, the officiant (marriage) or clerk of court (dissolution) must sign the affidavit.

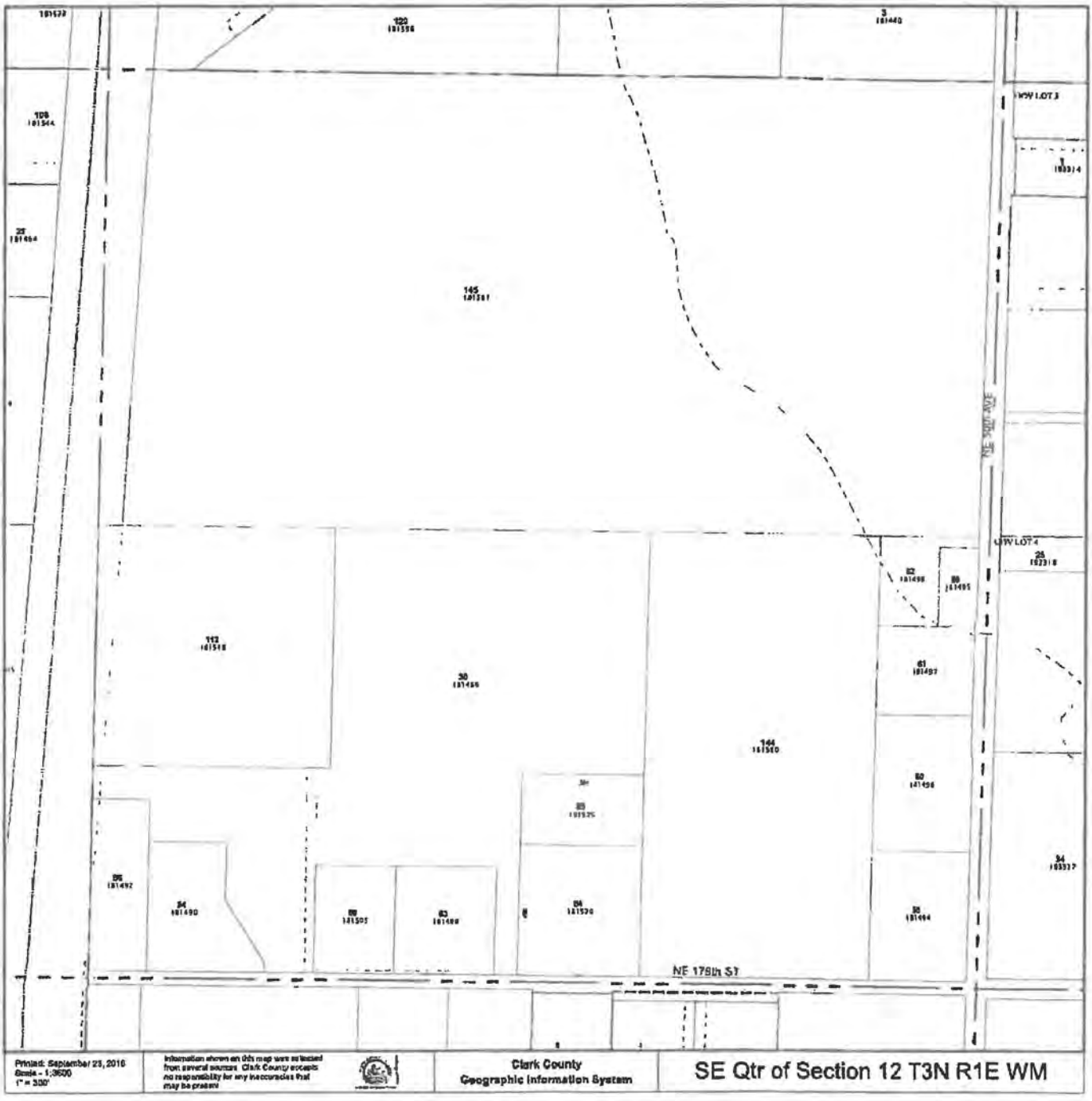
FILED

APR 7 1995

Dr. Karen Steingart
Health District Officer
S.W. Wash. Health Dist.

144A

CC135537


NE 179th ST
NE 309th AVE
HW LOT 3
HW LOT 4
Printed: September 23, 2016
Scale - 1:3600
1" = 300'
Information shown on this map was received from several sources. Clark County accepts no responsibility for any inaccuracies that may be present
Clark County
Geographic Information System
SE Qtr of Section 12 T3N R1E WM

9801300249

**RETURN ADDRESS:**

Chris Roubicek, P.S.
P.O. Box 600
Castle Rock, WA 98611

Real Estate Excise Tax
Ch. 11 Rev. Laws 1951
EXEMPT
Affd.# 4 24331 Date 1-29-98
For details of tax paid see
Affd.#
Doug Lasher
Clerk County Treasurer
By R2
Deputy

Chris Roubicek

**Document Title(s)**

QUITCLAIM DEED

Reference numbers of related documents:
on page n/a of document

**Grantor(s):**
(Last, First, Middle Initial)

1. PRENTICE, EDWARD A.
2. PRENTICE, MARJORIE M.
3.

etc. additional names on page n/a of document

**Grantee(s):**
(Last, First, Middle Initial)

1. PRENTICE, EDWARD, Manager Birchwood Farms, L.L.C.
2. PRENTICE, MARJORIE, Manager Birchwood Farms, L.L.C.
3.

etc. additional names on page n/a of document

**Legal Description:**

1. The NW quarter of the SE quarter of Section 12, Township 3 North, Range 1 East, W.M.

(lot, block, plat name, section-township-range)

Additional legal description is on page one of document

**Assessor's Property Tax Parcel Account Number(s):**

181465-000 and 181469-000

Reference Number(s) of Documents assigned or released:

none

1586

QUITCLAIM DEED

THE GRANTORS, EDWARD A. PRENTICE and MARJORIE M. PRENTICE, husband and wife, 18600 NE 50th Avenue, Vancouver, Washington 98686, FOR AND IN CONSIDERATION OF TRANSFER to a limited liability company which is wholly owned by Grantors' children, hereby GRANT, CONVEY, and QUITCLAIM to BIRCHWOOD FARMS, L.L.C., c/o EDWARD A. PRENTICE, Manager,. 18600 NE 50th Avenue, Vancouver, Washington 98686, Grantee, the following described property situate in Clark County, Washington, to wit:

The Northwest Quarter of the Southeast Quarter of Section 12, Township 3 North, Range 1 East of the W.M., except that portion taken by the United States of America for Power line right-of-way, as shown in the judgment filed as Auditor's file No. E 4196 in the office of the Auditor of said Clark County.

The West half of the Northeast Quarter of the Southeast Quarter of Section 12, Township 3 North, Range 1 East of the Willamette Meridian, Clark County, Washington.

SUBJECT TO AND TOGETHER WITH easements, restrictions and reservations of record.

Dated this 31st day of December, 1997.

Edward A. Prentice
EDWARD A. PRENTICE

Marjorie M. Prentice
MARJORIE M. PRENTICE

1587

STATE OF WASHINGTON)
)ss
COUNTY OF COWLITZ )

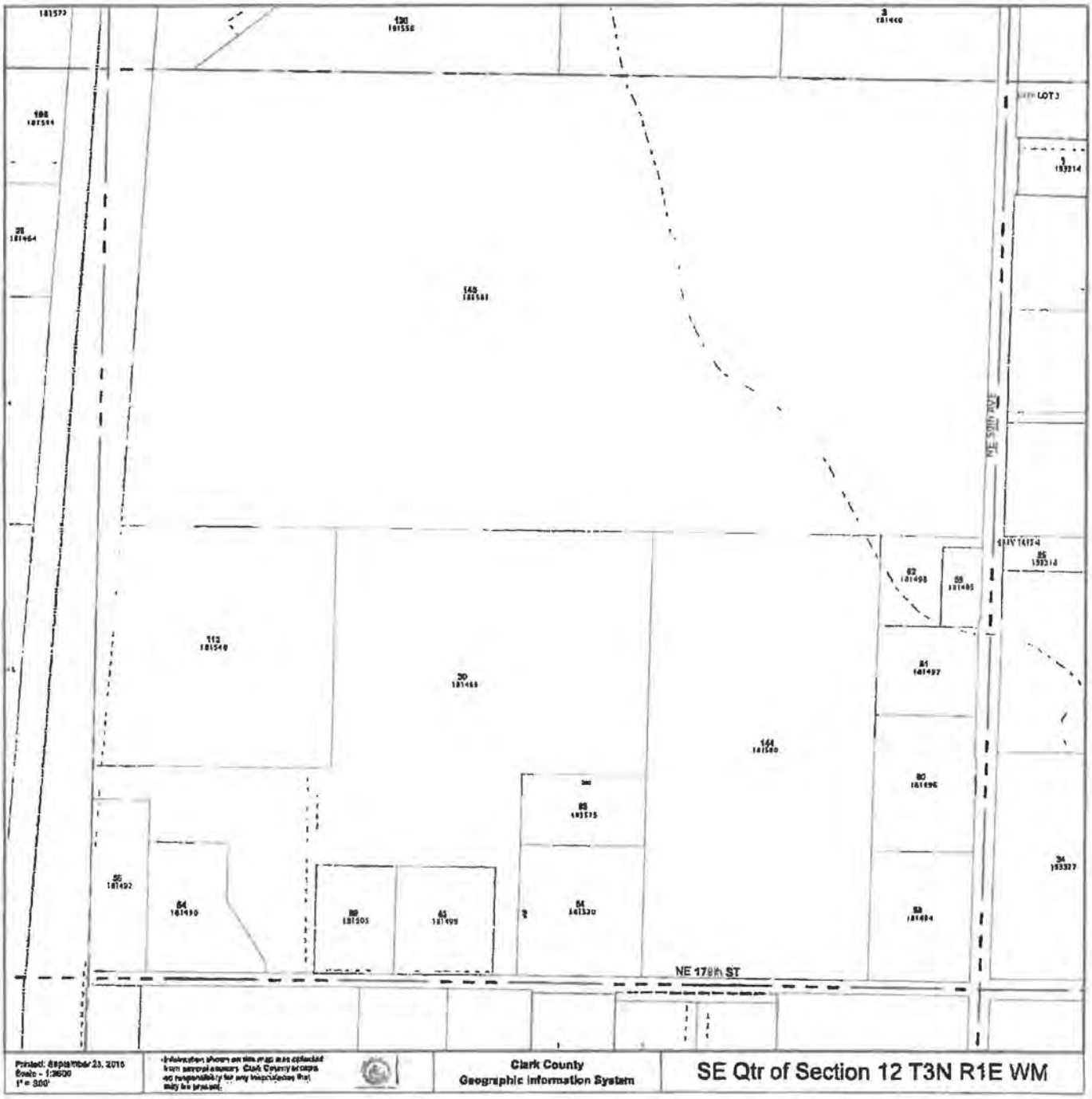
On this day personally appeared before me, EDWARD A. PRENTICE and MARJORIE M. PRENTICE, husband & wife, to me known to be the individuals named in and who executed the foregoing instrument, and who acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 31st day of December, 1997.

CHRISTOPHER J. ROUBICEK NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES MARCH 15, 2001

Christopher J. Roubicek
Notary public in and for the
State of Washington,
residing at: Castle Rock
My commission expires: 3-15-2001

1588


LOT 3
NE 179th ST
Clark County
Geographic Information System
SE Qtr of Section 12 T3N R1E WM

12-3-1 SE

30,144

30, EE 61

WARRANTY DEED. 83 06140153

500

THE GRANTORS, De Wayne T. Ernesti and Adella M. Ernesti, husband and wife, in consideration of the sum of Ten Dollars and other valuable consideration in hand paid, receipt whereof is hereby acknowledged, do hereby convey and warrant unto Wilfred N. Zilke and M. Marjorie Zilke, husband and wife, Grantees, an undivided one half interest in the following described real property situate in Clark County, Washington, to-wit:

That portion of the South half of the Southeast quarter of Section 12, Township 3 North, Range 1 East of the Willamette Meridian, described as follows:

Beginning at the Northwest corner of said South half of the Southeast quarter; thence South 0°16'30" West, along the West line thereof, 800 feet, more or less, to the intersection with the Westerly extension of the North line of the tract conveyed to Ervin P. Diment, by deed recorded under Auditor's File No. G 369035, Deed Records; thence North 89°13'00" East, along said North line and its extension, 176.69 feet to the Northeast corner thereof; thence South 0°06'00" East, along the East line of said Diment Tract, 124.00 feet to the Northwest corner of the tract conveyed to Peter J. Stone, by deed recorded under Auditor's File No. G 357721, Deed Records; thence North 89°13'00" East, along the North line of said Stone Tract, 220.00 feet to the Northeast corner thereof; thence South 0°06'00" East, along the East line of said Stone Tract 152.62 feet to the North corner of the tract conveyed to Peter J. Stone, by deed recorded under Auditor's File No. G 402589, Deed Records; thence Southeasterly along the Easterly line of said last mentioned Stone Tract, to the North line of N.E. 179th Street; thence South 0°06'00" East, 20 feet to the South line of said South half of the Southeast quarter; thence North 89°13'00" East, along said South line, 134.89 feet to the Southwest corner of the tract conveyed to Charles E. Officer by deed recorded under Auditor's File No. G 395410, Deed Records; thence North 0°06'00" West, along the West line of said Officer Tract, 330 feet to the Northwest corner thereof; thence North 89°13'00" East, along the North line of said Officer Tract, 528 feet to the Northeast corner thereof; thence South 0°06'00" East, along the East line of said Officer Tract, 330 feet to the South line of said South half of the Southeast quarter; thence North 89°13'00" East, along said South line, 1122 feet, more or less, to the Southwest corner of the tract conveyed to Douglas W. Woods, by deed recorded under Auditor's File No. G 375636; thence North, along the West line of said Woods Tract and along the West line of the tract conveyed to Charles P. Ratermann, by deed recorded under Auditor's File No. G 385613 and the

169760
236127
6.14.83
By

255

- 1 -

NA 6-14-83

(7)

West line of the tract conveyed to Leonard Burda, et al, by deed recorded under Auditor's File No. G 375639, a distance of 1320 feet, more or less, to the North line of said South half of the Southeast quarter; thence West, along said North line, 2310 feet, more or less, to the point of beginning.

EXCEPT that portion taken by the United States of America, under Declaration of Taking, recorded April 8, 1939, under Auditor's File No. E 4186.

ALSO EXCEPT that portion conveyed to John W. Kohler and D. Elizabeth Kohler, husband and wife, by Deede dated April 7, 1977, and recorded under Auditor's File No. G-758557, index 1067379 and under Auditor's File No. G-758558, index 1067381, records of Clark County, Washington.

SUBJECT TO Mortgage to Vancouver Federal Savings and Loan Association with an approximate balance owing of $30,000.00 which mortgage the Grantees hereby assume and agree to pay according to its terms and conditions.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands this 7th day of June, 1983

DeWayne T. Ernesti

Adella M. Ernesti

Grantors

STATE OF WASHINGTON)
) ss
County of Clark )

On this day before me personally appeared DeWayne T. Ernesti and Adella M. Ernesti, husband and wife, to me known to be the same persons named in and who executed the foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed, for theuses and purposes therein mentioned.

WITNESS my hand and notarial seal this 7th day of June, 1983.

COMMISSIONED EXPIRES NOTARY PUBLIC STATE OF WASHINGTON

Ned Hall

Notary Public for Washington
Residing at Vancouver, therein. 256

HALL & HOLLAND
Attorneys at Law
1109 Broadway
Vancouver, WA 98660

- 2 -

(b)

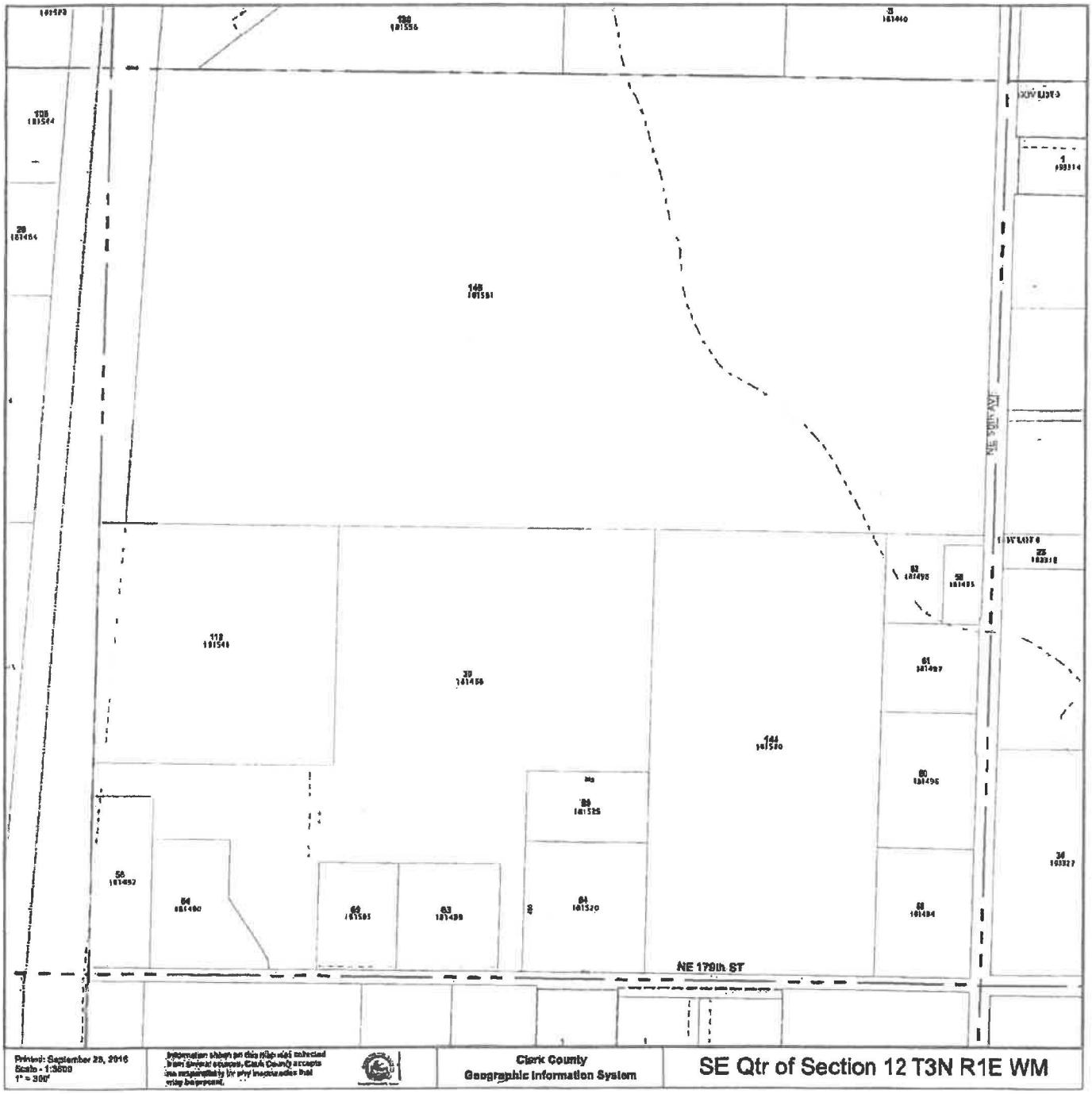

NE 179th ST
Printed: September 25, 2016
Scale - 1:3600
1" = 300'
Clark County
Geographic Information System
SE Qtr of Section 12 T3N R1E WM

Exhibit B - Mill Creek Master Plan



VICINITY MAP SEC. 12 T3N R1E W.M.




| POD | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| A | | | | | | | | |
| | A-1 | | | | | | | |
| | A-2 | | | | | | | |
| | A-3 | | | | | | | |
| | A-4 | | | | | | | |
| B | | | | | | | | |
| | B-1 | | | | | | | |
| | B-2 | | | | | | | |
| C | | | | | | | | |
| | C-1 | | DETACHED | | | | | |
| TOTAL | | | | | | | | |

| OPEN SPACE/CRITICAL AREAS | | |
|---|---|---|
| OS-1 | | |
| OS-2 | | |
| OS-3 | | |
| PARK AREA | | |
| PARK DOES NOT INCLUDE STORMWATER POND (OPEN AREA) | | |

LEGEND

- HOUSING POD DESCRIPTION
- HOUSING POD ACREAGE
- EST. HOUSING UNIT/ACRE
- PEDESTRIAN TRAIL
- MAIN ROADWAY
- ZONING DEMARCATION

APPLICANT/OWNER
THE HOLT GROUP
PO BOX 81106
VANCOUVER, WA
(360) 980-5614
FAX UNAVAILABLE
[redacted]

CONTACT:
OLSON ENGINEERING, INC.
ATTN: REBECCA VAN KLEUNEN
805 E. EVERGREEN BOULEVARD
VANCOUVER, WA 98660
(360) 695-1385
FAX (360) 695-8217
[redacted]

GRAPHIC SCALE

PRELIMINARY MASTER PLAN FOR:

MILL CREEK PUD

OLSON ENGINEERING INC. LAND SURVEYORS ENGINEERS
805 E. EVERGREEN BLVD., VANCOUVER, WA 98660

PRELIMINARY

CHANGES / REVISIONS

| DESCRIPTION | DATE |
|---|---|
| | |

DRAWN BY: SUNRAY

SUNRAY SANTUM

CHECKED: RVB

DATE: MAY 2019

SCALE: 1" = 100'

COPYRIGHT 2019, OLSON ENGINEERING, INC.

MILL CREEK PUD

JOB NO. 7222.01.01

SHEET

P1

# Exhibit C

## MILL CREEK MASTER PLAN NARRATIVE

### Background

The Master Plan for the Mill Creek Planned Unit Development consists of Parcels #181466-000, 181581-000, 181548-000, 181701-000, 181702-000 and 181580-000 and is located in the general vicinity of NE 179th Street and NE 50th Avenue. All of the master Plan's parcels are zoned R1-7.5. The total area of the Master Plan is approximately 144 acres. A mix of home types and lot sizes are proposed. The proposed residences include attached and detached homes with lot sizes primarily in three categories: 2,000 to 5,000 square feet; 6000 – 8,000 square feet; and 8,001 to 12,000 square feet.

The proposed Master Plan contains approximately 28 acres of active and passive recreational areas, which comprise approximately 23% of the net site area. The open space areas will be owned and maintained by a Home Owner's Association. Street trees, street lighting, trails and parks will be present throughout the project. The above project design elements were incorporated into the project by the Applicant to further the goals of the County's PUD ordinance and to demonstrate compliance with it.

The Master Plan property is well over six acres in size and zoned R1-7.5; thus eligible to utilize the County's PUD provisions. The proposed residential uses for the Master Plan are uses permitted in the R1-7.5 zone. No structures in the Master Plan will exceed the building heights allowed in the R1-7.5 zone and the Master Plan proposes approximately twenty-eight acres of open space. This exceeds the minimum open space requirement of twelve percent by several percent.

The open spaces is comprised of both active and passive recreational areas. While storm water facilities will be generally located along the wetland areas, they will not be used to count toward the open space requirements of the PUD, unless they are incorporated into the overall PUD design and not fenced. The active park areas will include many of the features identified in the PUD code. All open spaces will be conveyed to a home owners association that will be created prior to the recording of the first final plat approval. All streets within the Master Plan will provide street trees and street lighting as required by the PUD code.

The following demonstrates in more detail how the proposed Master Plan attendant to the Development Agreement satisfies the PUD approval criteria. Reference to the Master Plan and its tables and pod locations in conjunction with this narrative is essential to understanding how the proposed project complies with the applicable PUD criteria. The Master Plan does not seek a density bonus even though allowed under the County's PUD code.

### Analysis

*Prior to preliminary approval of the proposed PUD, the Hearing Examiner or the responsible official must find that the following three (3) conditions exist:*

1. *Alternate designs proposed will provide a plan equal or superior to the standard being varied.*

# Exhibit C

All of the parcels in the master Plan are zoned R1-7.5. If the property is developed under its current zoning, without the use of a PUD, the project would consist of several hundred units with a fairly uniform lot size of approximately 7500 square feet. The proposed Master Plan, utilizing the PUD standards, allows for a variety of housing types; including attached and detached homes. If the project utilizes the County's PUD standards as depicted in the Master Plan, the project will include a broad range of densities, home styles, home sizes and lot sizes. Development of the project as a PUD, consistent with the Master Plan, will provide homes to a larger demographic and create a more socially and architecturally diverse neighborhood. The critical areas will be preserved in open space tracts which will contain trails, viewing, and seating areas.

The parks and opens spaces will be combination of active and passive recreation opportunities that will be constructed concurrently within phases of the PUD as it is developed. The PUD's total open space and park area will exceed twenty (20) acres in size. This minimum amount of open space far exceeds the County's PUD requirement of twelve percent (12%) open space.

The active park areas will include a broad range of elements designed to support use and enjoyment by people all ages. These elements will include nature play, picnic areas and other elements that provides multiple active recreational opportunities. Features such as Botchy Ball, active soft and hard scape play areas and other recreational amenities will be included in the PUD. Passive recreation areas will include trails and pathways that connect the residents with the natural resources, way points, interpretative features, benches and viewing locations throughout the PUD. Parks and open spaces will be connected by trails, paths and multi modal routes and will strive to achieve connectivity to future routes outside of the community. Holt will engage and seek input to its final parks and open space plan with the Clark County Parks department as part of the PUD approval process. The timing of parks and open space development and dedication shall be determined at the time of PUD approval.

Park areas with typical improvements are proposed in the interior of the project. Sidewalks and trails will link the open space and park areas to the various neighborhoods within the community.

2. *Through lot size, setbacks, building orientation, and screening, the proposed PUD shall provide a gradual transition adjacent to lower density neighborhoods or nonresidential uses.*

The Master Plan was designed to preserve critical areas and be compatible with the adjacent parcels' zoning. The lower density portions of the Master Plan are located along the perimeter of the site. The Master Plan generally transitions from lower density on the perimeter to higher density in the interior and along the critical areas and arterials. In general, the density standards on the Master Plan's perimeter are consistent with the adjoining parcels' zoning or there is a major roadway (50th Avenue or 179th Street) located between the Master Plan and neighboring parcels. A more detailed description of the how the Master Plan furthers the goals and complies with the approval criteria of the PUD ordinance is contained below. A minimum ten foot (10') rear yard setback will apply to all lots on the perimeter of the PUD. Again, viewing the Master Plan concurrently with review of this narrative is essential to understanding how the Master Plan complies with the PUD criteria.

The Master Plan has frontage on both NE 179th Street and NE 50th Avenue. The parcels south of NE 179th Street are surrounded by R1-7.5 zoning which requires a minimum lot size of 7500 square feet. Under the R1-7.5 zoning standards, if critical areas exist within a proposed subdivision, the density transfer

provisions of Clark County's Code allows lot sizes in the 6000 square foot range. B pod standards are proposed for these southern parcels, which are equivalent to the surrounding parcels zoning and could be achieved without the use of a PUD.

Some of the Master Plan is located to the north of NE 179th St. and is adjacent to NE 179 Street and NE 50th Avenue. There are 10 parcels (all zoned R1-7.5) that are not part of the Master Plan and which are located between the Master Plan and the surrounding roads. B and C pods are proposed for the portions of the Master Plan that abut these parcels; thus this portion of the Master Plan will be equivalent or slightly less dense than the surrounding parcels and will serve as a transition to the higher densities in the interior of the Master Plan.

The existing zoning on the west side of the Master Plan is R1-7.5, except for the R1-10 zoned property on the northwest side of the Master Plan. B pods are proposed along the entire west side of the proposed Master Plan. As discussed earlier, the B pod densities are equivalent to R1-7.5 zoning. The nearby R1-10 zoned parcels do carry a lower density, but they are separated from the Master Plan by a 250 foot wide BPA right of way that will act as a buffer along those properties. The BPA right of way continues to the south to NE 179 St. and serves as a substantial buffer for the entire west side of the Master Plan.

The property to the east of the Master Plan, across NE 50th Avenue is outside of the Urban Growth Boundary (UGB) and zoned R-5. Densities within an urban zoned project cannot be consistent with properties outside of the UGB and comply with urban zoning standards. An A pod is proposed along the road frontage of NE 50th Ave., a designated Minor Arterial, as it's appropriate to site higher densities along higher volume roadways. Landscape buffers will be provided as well as street trees and landscape strips along the road frontage which will serve as a buffer to the roadway.

The properties on the west half of the north side of the Master Plan are zoned R-5 and not in the UGB. B pods are proposed adjacent to the parcels with R-5 zoning. As discussed above, there will be less similarity in lot size and densities in this area because of the UGB. A road is proposed along the north boundary of the property on the east and west sides of the central critical area that runs through the Master Plan. Along with the buffer of space that the street provides, landscape buffers street trees and landscape strips along the road frontage will provide additional buffering to the properties to the north.

The properties on the east half of the north side of the Master Plan are zoned R1-20. Approximately one half of the R1-20 zoning will abut the stream corridor and the associated buffer that lies within the Master Plan in this area. A street is proposed along the project boundary for the remaining area. Along with the buffer of space that the street provides, landscape buffers street trees and landscape strips along the road frontage will provide additional buffering to the properties to the north. The density of the Master Plan in this area will follow a logical transition from the R1-20 zoning lying north of the Master Plan to the street and then then to the larger C pods and finally to the higher densities in the interior of the Master Plan.

3. *The applicant proposes design features that may include, but are not limited to, designs centered on protected natural areas, front porches/recessed garages, pedestrian-friendly orientation, benches/gazebos, water features, recreational areas, stormwater systems designed as features, and affordable housing.*

# Exhibit C

There are two stream corridors within the Master Plan that generally have a north to south orientation. Both areas contain critical areas and will be preserved and protected in open space tracts. Trails are proposed in the outer edges of these open space areas, as well as benches and sitting areas. All homes within the Master Plan will have direct pedestrian access to sidewalks with ultimate connections to the trail system and to transit opportunities along 179th Street. This will provide for both active and passive recreation and opportunities for educational signage relating to the natural environment. These trails will be linked to the internal network of trails and sidewalks which will also connect to the more active park areas. The design and location of the proposed trail crossing on 179th Street will be determined at the time of the development of the first phase of the PUDs development that is adjacent to 179th Street in the general location of the trail crossing as depicted on the Master Plan. The County's approval shall be required for such crossing. Three more active park areas are proposed within the Master Plan which will have either nature play elements or play structures.

## Conclusion

Under the Code, the purpose of a PUD is to provide flexibility in design and creative site planning. While increased density is allowed, the Master Plan does not create more density for the proposed project than would otherwise be allowed under the R1-7.5 zoning. The Master Plan complies or has obligations to comply with all of the provisions of CCC 40.520.080(A), (B) and (C). The Master Plan as designed satisfies the approval criteria provided for in CCC 40.520.080(D)(1), because it provides a much superior design than could be achieved through a non PUD project utilizing the property's R1-7.5 zoning . This superior design includes a much broader range of lot sizes, transitions of density, a broader range of housing types and far more active and passive open spaces than would be required with a standard R1-7.5 subdivision.

The Master Plan as designed satisfies the approval criteria provided for in CCC 40.520.080(D)(2), because the Master Plan contains a variety lot sizes and areas of densities that are logically placed to achieve a compatible transition from the surrounding properties to the more dense areas of the Master Plan. Moreover, the Master Plan utilizes transmission corridors, natural areas and roads to further buffer surrounding development.

The Master Plan as designed satisfies the approval criteria provided for in CCC 40.520.080(D)(3) because the Master Plan includes design features such as trails, protected natural areas, pedestrian friendly orientation, benches/gazebos, and recreational areas.

# Exhibit D – Mitigation Measures

Development of the Mill Creek PUD is predicated on several planned transportation improvements being constructed or reasonably funded within six years involving the NE 179th Street corridor between I-5 and NE 15th Avenue to the west to which the PUD applicant will be contributing financially. Assumed improvements include:

1. Completion of NE 10th Avenue between NE 154th Street and NE 164th Street (currently under construction by Clark County)
2. Reconfiguration of the I-5 Northbound off-ramp/NE 179th Street intersection to provide:
    - two northbound left-turn lanes and two northbound right-turn lanes; and
    - two westbound through lanes and a separate westbound right-turn lane to the I-5 northbound on-ramp
3. Widening and completion of NE 15th Avenue between NE 179th Street and NE 10th Avenue to an ultimate improvement width (providing two westbound and two eastbound through travel lanes between the I-5 Northbound off-ramp/NE 179th Street intersection and NE 15th Avenue);
4. Construction of a new multi-lane roundabout on NE 179th Street approximately midway between NE 15th Avenue and the I-5 Northbound off-ramp;
5. Construction of a new multi-lane roundabout on NE 179th Street at NE 15th Avenue (replacing the existing traffic signal);
6. Construction of NE 15th Avenue between the new roundabout on NE 179th Street at NE 15th Avenue and NE 10th Avenue (allowing for termination of the existing NE 10th Avenue connection to NE 179th Street); and
7. Termination of Union Road at NE 179th Street through provision of alternative access for properties along Union Road south of NE 179th Street.

The following improvements at the proposed roadway connections to NE 50th Avenue and NE 179th Street are required for implementation in conjunction with site development:

1. A stop sign will be installed on each of the new public site roadway approaches to NE 50th Avenue and NE 179th Street. The stop signs should be installed in accordance with Clark County standards and the *Manual on Uniform Traffic Control Devices* (MUTCD).
2. Left-turn lanes will be provided on NE 179th Avenue at each of the three site public roadway connections to NE 179th Avenue. The turn lanes should provide at least 50 feet of storage.
    - Provision of an eastbound left-turn lane at the central site access on NE 179th Street (Intersection B) may require off-site right-of-way acquisition to accommodate the

associated roadway widening and tapers along NE 179th Street. If provision of an eastbound left-turn lane is not possible at the time of site development, it may be necessary to restrict the access to right-turns only on an interim basis.

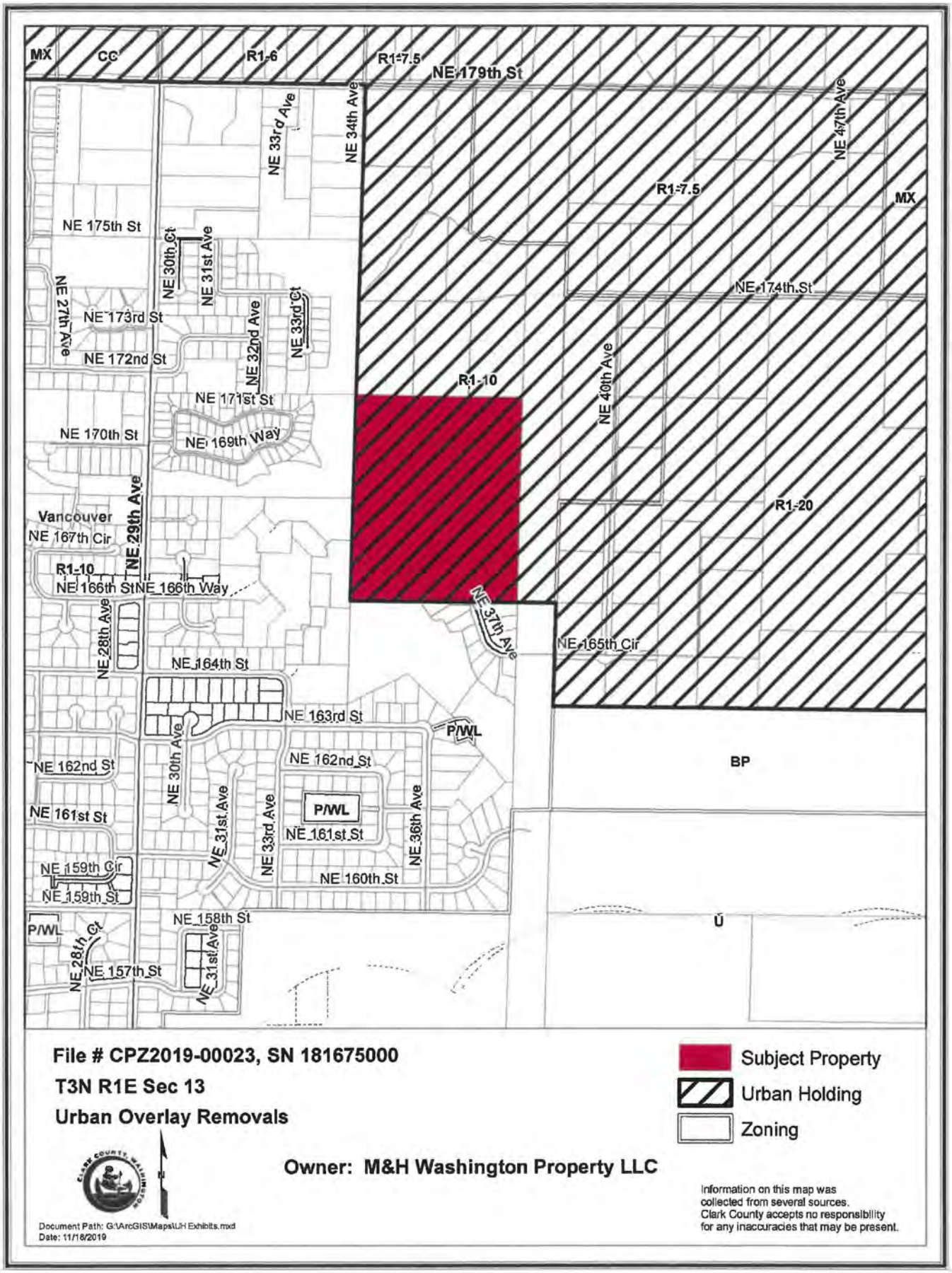
3. While not yet necessitated based on projected 2020 build-out traffic volumes, provision of a northbound left-turn lane at the NE 50th Avenue intersection is required with site development if the NE 50th Avenue frontage widening provides sufficient width to make the improvement.

# Exhibit E – Trip Generation Estimates

## Mill Creek PUD Trip Generation Estimates

| Land Use | ITE Code | Size | Weekday Daily | Weekday AM Peak Hour | | | Weekday PM Peak Hour | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | Total | In | Out | Total | In | Out |
| Single Family Detached Homes | 210 | 606 units | 5,770 | 455 | 114 | 341 | 606 | 382 | 224 |
| Residential Townhome | 230 | 99 units | 576 | 43 | 7 | 36 | 51 | 34 | 17 |
| | | Total Trips | 6,346 | 498 | 121 | 377 | 657 | 416 | 241 |

Exhibit 9


MX
CC
R1-6
R1-7.5
NE 179th St
NE 33rd Ave
NE 34th Ave
NE 47th Ave
R1-7.5
MX
NE 175th St
NE 30th Ct
NE 31st Ave
NE 27th Ave
NE 173rd St
NE 33rd Ct
NE 32nd Ave
NE 174th St
NE 172nd St
R1-10
NE 40th Ave
NE 171st St
NE 170th St
NE 169th Way
R1-20
Vancouver
NE 167th Cir
NE 29th Ave
R1-10
NE 166th St
NE 166th Way
NE 37th Ave
NE 28th Ave
NE 165th Cir
NE 164th St
NE 163rd St
P/WL
BP
NE 162nd St
NE 30th Ave
NE 162nd St
NE 161st St
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NE 159th St
NE 160th St
P/WL
NE 158th St
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NE 28th Ct
NE 157th St
NE 31st Ave
File # CPZ2019-00023, SN 181675000
T3N R1E Sec 13
Urban Overlay Removals
Subject Property
Urban Holding
Zoning
Owner: M&H Washington Property LLC
Information on this map was collected from several sources. Clark County accepts no responsibility for any inaccuracies that may be present.
Document Path: G:\ArcGIS\Maps\UH Exhibits.mxd
Date: 11/18/2019

**RESOLUTION NO. 2019-10-01**

**A Resolution of the Clark County Council authorizing entry into a First Amended and Restated Development Agreement among Clark County and the following owners and developers of real property in the vicinity of NE 179th Street:**

M & H WASHINGTON PROPERTY, LLC, a Washington limited liability company, and HINTON DEVELOPMENT CORP, a Washington corporation (collectively hereinafter referred to as "Developers");

**WHEREAS,** Developers own and seek to develop certain parcels of real property in the vicinity of NE 179th Street and Interstate 5, much of which is currently subject to an urban holding overlay pursuant to Clark County's 20-Year Comprehensive Growth Management Plan 2015-2035; and

**WHEREAS,** Clark County's Compressive Plan requires that prior to lifting the urban holding designation in the 179th Street/I-5 Interchange Area, the Council must determine that the completion of localized critical links and intersection improvements are reasonably funded, as shown on the County's 6-Year Transportation Improvement Plan or through a development agreement; and

**WHEREAS,** Clark County intends to fund the necessary improvements, in part, by entering into development agreements that will become effective upon the Council's adoption of a future ordinance finding that the relevant localized critical links and intersection improvements are reasonably funded and amending the Comprehensive Plan to remove the urban holding overlay; and

**WHEREAS,** RCW 36.70B.170 through .210 authorize the County to enter into development agreements with persons or entities having ownership or control of real property within the County; and

**WHEREAS,** on August 20, 2019, the Clark County Council selected a financing option to reasonably fund localized critical links and intersection improvements and authorized entry into a Development Agreement (the "DA") among Developers and Clark County, regarding certain real property owned by Developers in the vicinity of NE 179th Street, which property is located in Clark County, Washington; and

**WHEREAS,** Section 6.3.c of the DA approved on August 20, 2019 misstated as $900,000 the amount of a payment that Developers agreed to pay to Clark County, and Council finds that the parties intended for the payment to be $600,000, that Section 6.3.c should be amended to read as follows:

> c. In addition to the TIF, Developer shall pay an additional surcharge in the amount of $3,500 per lot (the "Surcharge") for each building permit for each lot developed on the Property. Developer shall pay the Surcharge at the time of the issuance of the building permit. Developer anticipates building permits following the approvals of each phase as provided for in paragraph 6.3(b) above. Regardless of the schedule provided for in Section 6.3.a above, Developer agrees that by December 31, 2023, if the combined amount of TIF and Surcharge paid by Developer is less than $600,000.00, then Developer shall, on or before December 31, 2023, pay to the County the difference between what Developer has paid in combined TIF and Surcharge and $600,000.00 (the "Gap Amount"). The Gap Amount will be applied in the future to subsequent preliminary plat, final plat, or building permit applications on the Property as pre-paid TIF or prepaid Surcharge. Nothing in this Agreement limits to $600,000.00 Developer's total obligations to pay combined TIF and Surcharge that may arise from the Property's future development approvals.
>
> and,

**WHEREAS,** for ease of future reference to and implementation of the DA as amended, the parties desire to restate the amended agreement, and Clark County Council hereby adopts the following new section as a Recital in the agreement:

> Q. Clark County Council approved a prior version of this Agreement in an open public hearing on August 20, 2019; however, that version of the Agreement contained misstatements in Section 6.3.c, and it was never executed by the Parties. Those misstatements are corrected by

amendment of Section 6.3.c, which was approved by the County Council in open public meeting on October 1, 2019. The initially approved Agreement has not been amended in any other respect as of that date, except for the correction of scrivener's errors and the addition of this Recital. The Parties have adequately reviewed this FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT, and agree that its terms reflect their intent.

**WHEREAS,** the FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT AMONG CLARK COUNTY, M & H WASHINGTON PROPERTY, LLC, AND HINTON DEVELOPMENT CORP. ("Amended Development Agreement", is attached hereto as *Exhibit A*;

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

**WHEREAS,** the Council concluded that approval of the amendments to the DA, and the approval and adoption of the proposed Amended Developer Agreement set forth in *Exhibit A* will further the public health, safety, and welfare of Clark County; now therefore,

**THE BOARD OF COUNTY COUNCILORS OF CLARK COUNTY, STATE OF WASHINGTON, HEREBY RESOLVE AS FOLLOWS:**

1. The Clark County Council approves the amendment to Section 6.3.c of the DA and the adoption of new Section Q of the Recitals of the DA, both as set forth above.

2. The Clark County Council approves the restatement of the amended DA, as set forth in *Exhibit A* hereto, the FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT AMONG CLARK COUNTY, M & H WASHINGTON PROPERTY, LLC, AND HINTON DEVELOPMENT CORP, portions of which will become effective upon the Council's future adoption of an ordinance finding that the relevant localized critical links and intersection improvements are

reasonably funded, and that the Urban Holding overlays are removed from Developers' property.

ADOPTED this 1st day of October, 2019.

COUNTY COUNCIL
CLARK COUNTY, WASHINGTON

Attest:

Clerk to the Board

By: Eileen Quiring, Chair

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

Christine M. Cook
Senior Deputy Prosecuting Attorney

By: Temple Lentz, District 1

By: Julie Olson, District 2

By: John Blom, District 3

By: Gary Medvigy, District 4

CLARK COUNTY, WASHINGTON 1844

5669395 AGR 11/07/2019 03:40
Total Pages: 35 Rec Fee: $187.50
JORDAN RAMIS PC
Recorded in Clark County, WA

**WHEN RECORDED RETURN TO:**
JORDAN RAMIS PC
ATTENTION: JAMES D HOWSLEY
1499 S.E. TECH CENTER PLACE SUITE 380
VANCOUVER, WA 98683

**DOCUMENT TITLE(S):**
AMENDED DEVELOPMENT AGREEMENT

**REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:**
N/A

**GRANTOR:**
M & H WASHINGTON PROPERTY LLC A
WASHINGTON LIMITED LIABILITY COMPANY

**GRANTEE:**
CLARK COUNTY A POLITICAL SUBDIVISION OF THE
STATE OF WASHINGTON

**TRUSTEE:**
N/A

**ABBREVIATED LEGAL DESCRIPTION:**
#6 OF SEC 13, T3N, R 1E

**COMPLETE LEGAL ON:**
EXHIBIT A

**TAX PARCEL NUMBER(S):**
181675000

[☑] If this box is checked, then the following applies:
I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature

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: | AMENDED DEVELOPMENT AGREEMENT |
| GRANTOR(S): | M & H Washington Property, LLC a Washington Limited Liability Company |
| GRANTEE: | Clark County, a political subdivision of the State of Washington |
| ABBREVIATED LEGAL DESC: | #6 OF SEC 13 T3NR1EWM (32.45A) |
| FULL LEGAL DESC: | See **Exhibit A** To This Document |
| ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(S): | 181675000 |
| REFERENCE NUMBER OF RELATED DOCUMENTS: | None |

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

*Space above for recording information only.*

**FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT**

This FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT (this "Agreement") is entered into by and among CLARK COUNTY, a political subdivision of the State of Washington (the "County") and M & H WASHINGTON PROPERTY, LLC ("Owner"), a Washington limited liability company, and HINTON DEVELOPMENT CORP. ("Hinton"), a Washington corporation on this 1st day of Oct., 2019. Owner and Hinton are together referred to as the "Developer", and those three terms include any successor in interest to the Property during the term of this Agreement.

**RECITALS**

A. Owner owns certain real property in unincorporated Clark County Washington (APN 181675000) totaling approximately 32.45 acres, which is more particularly described in Exhibit A, which attached hereto and incorporated by reference herein (together, the "Property"). Hinton has authority over and development control over the Property.

B. Clark County's 20-Year Comprehensive Growth Management Plan 2015-2035, as adopted by Ordinance No. 2016-06-12 and most recently amended by Ordinance No. 2019-02-02 ("Comprehensive Plan"), provides that an Urban Holding Overlay Plan Designation and Zone ("UH Overlay") may be applied to property with a specific underlying urban zone when development policies require a legislative action pursuant to the requirements of Clark County Code ("CCC") Section 40.560.010 prior to urban development thereon.

C. The Comprehensive Plan applies the UH Overlay to certain property located within the Vancouver Urban Growth Area within the 179th Street Corridor ("179th Street Corridor"). The Property is within this 179th Street Corridor and is subject to the UH Overlay and a zoning overlay designation of Urban Holding-10 ("UH-10"), with underlying plan and zoning designations of Urban Low Density Residential ("UL") and Single Family Residential ("R1-10"), respectively.

D. The Connecting Washington transportation funding package approved by the 2016 Washington Legislature is expected to provide money for the reconstruction of the Interstate 5/179th Interchange during the period from 2023 to 2025.

E. The 179th Street Corridor comprises an area lacking in and requiring said transportation improvements.

F. Other owners and developers of properties within the 179th Street Corridor ("Killian", "Wollam" and "Holt", collectively "179th Street Developers"), as specifically depicted and identified in the Exhibit F, attached hereto and incorporated herein, (the "Other 179th Street Developments"), have proposed development agreements and transportation improvement plans that would alleviate the transportation deficiencies within the Corridor and facilitate economic development, provided that the UH Overlay is removed to allow for the underlying urban use to be developed.

G. The County finds that approval and implementation of those development agreements related to the 179th Street Developments and removal of the UH Overlay would provide the private share contribution for the needed transportation improvements, including right-of-way and intersection and other improvements, thereby facilitating economic development within the area and its larger region.

H. CCC 40.560.010(I) provides that UH Overlay changes are processed through Type IV processes initiated by the County and consistent with the procedures and criteria under the Comprehensive Plan.

I. CCC 40.560.010.I.1 provides that plan map and rezone amendments removing the UH designation must be consistent with the procedures and criteria set forth in the Clark County 20-Year Comprehensive Growth Management Plan 2015-2035 ("Comprehensive Plan").The Comprehensive Plan provides that to remove the UH overlay, the County must determine that the completion of localized critical links and intersection improvements are reasonably funded as shown on the County's 6-Year Transportation Improvement Plan or through a development agreement.

J. Pursuant to RCW 36.70B.170(1), any local government of the state of Washington is authorized to enter into a development agreement with any owner of real property within its jurisdiction setting forth the development standards that will apply to and govern and vest the development, use and mitigation of the development of the real property during the specified term of the agreement.

K. The County has determined that the proposed mitigation contained within this Agreement will satisfy the Comprehensive Plan criteria requiring reasonable funding for the completion of localized critical links and intersection improvements, and therefore the UH Overlay will be removed from this Property.

L. The Developer has also proposed a Conceptual Plan for development of the Property, as depicted on Exhibit B and specifically described in Exhibit C, which are both attached hereto and incorporated herein. The Conceptual Plan shows the proposed public trails within the development that enhances pedestrian access to, from and within the Property and external properties.

M. The Parties desire to provide long-term predictability to both Developer and the County on various development issues through the implementation of this Agreement and its attendant Conceptual Plan. The Parties desire to plan for the development of the Property with advance funding for transportation improvements and predictable infrastructure and regulations.

N. Developer, the County, and the other 179th Developers have collaborated over a number of years through a public-private partnership to facilitate the implementation of the Comprehensive Plan through the improvement of transportation infrastructure in the area of the 179th Street Corridor. This area faces challenges to development in order to fully implement the Comprehensive Plan, including lack of capacity on existing local roadways and intersections, lack of access to underdeveloped properties, and resulting traffic safety problems. Each Party has dedicated significant resources to planning for that area, which provides a gateway to development of currently underutilized land in the 179th Street Corridor. It is necessary for the Parties to complete certain planning efforts in the area, so that public and private funding will be available to complete the needed infrastructure, and that development of the infrastructure can go forward. Completion of certain intersections and other transportation links in the area will further implement the Comprehensive Plan and allow certain properties to develop, thereby generating further resources for more transportation improvements, and addressing the continuing harm to the public because of the problems and challenges listed above. This Agreement will document the completion of planning relevant to the subject Property,

Developer's contributions to the completion of certain infrastructure in the area, and the County's assurances that Developer may proceed as set forth herein.

O. Developer's traffic engineer has prepared trip generation and distribution information based on the expected development of the Property in accordance with the Conceptual Plan (Exhibits B and C), and a copy of the trip generation estimates is attached hereto and incorporated herein as Exhibit E.

P. This Agreement addresses the Comprehensive Plan criteria to remove the UH plan and zoning overlays from the Property and includes Developer's agreement to satisfy the criteria through the construction of or reasonable funding of the mitigation measures, including the critical links and intersections, identified in Exhibit D, which is attached hereto and incorporated herein.

Q. Clark County Council approved a prior version of this Agreement in an open public hearing on August 20, 2019; however, that version of the Agreement contained misstatements in Section 6.3.c, and it was never executed by the Parties. Those misstatements are corrected by amendment of Section 6.3.c, which was approved by the County Council in open public meeting on October 1, 2019. The initially approved Agreement has not been amended in any other respect as of that date, except for the correction of scrivener's errors and the addition of this Recital. The Parties have adequately reviewed this FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT, and agree that its terms reflect their intent.

## AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

**Section 1. Development Agreement.** This 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 its execution by the Parties.

**Section 2. Effective Date; Term of Agreement**. The Effective Date of this Agreement is the later of the following: (1) the date ten (10) days after the day of the County's approval by ordinance or resolution determining that the completion of critical links and infrastructure improvements necessary for development of the Property are reasonably funded, following a public hearing as provided for in RCW 36.70B.170, or (2) the date on which a fully executed version is recorded with the County Auditor. This Agreement will take effect upon the Effective Date and will terminate ten (10) years thereafter, unless extended, or terminated by mutual written consent of the Parties.

**Section 3. Conceptual Plan**.

**3.1 Purpose.** The Conceptual Plan, attached hereto as Exhibits B and C, provides for design mitigation with additional pedestrian connections not required by County Code for ease of use for public transportation and additional consideration of trail design within the project. The Conceptual Plan will provide the Parties with predictability regarding certain

aspects of the future development of the Property, including public trails and walkways internal to the property and that can connect with offsite developments in the future..

**3.2 Preliminary plat approval.** Developer's application for preliminary plat approval may be filed and the County will process such applications upon execution of this agreement. No public hearing or decision will be made on any applications until the County removes the UH designation from the Property.

**3.3 Engineering Plans.** Concurrently with the County's review of any preliminary plat applications, Developer may submit engineering plans to the County and the County will review those plans in its normal course. If a preliminary plat is approved with design or conditions that are different from concurrently submitted and reviewed final engineering plans, then Developer will resubmit engineering plans that conform to the preliminary plat approvals. Any costs associated with such changes will be the responsibility of Developer. While the County agrees to allow concurrent review of land us applications and final engineering, nothing herein will be construed to require the County to provide expedited review that is different from the County's usual timelines for an application for land use or engineering review.

**3.4 UH Designation Removal.** No final engineering approval will be granted until the UH designation has been removed from the Property and a preliminary plat application has been approved. The application will be processed as a Type III land use application and reviewed by the County. Any approval criteria not addressed and found satisfied in this Agreement will be subject to the approval criteria in effect when the fully complete application is submitted, and will be addressed during the subdivision application and decision process.

**3.5 Vesting.** Except as set forth in this Agreement, future development of the Property is subject to the applicable provisions of the Clark County Code as of the Effective Date.

**Section 4. Effect on Fees or Charges.** As provided for in RCW 36.70B.180, during the term of this Agreement, the development standards provided for in this Agreement will not be subject to unilateral amendment, or amendment to zoning ordinances, development standards, or regulations, or a new zoning ordinance or development standard or regulation adopted after the effective date of this Agreement; provided, however, that except as set forth in Paragraph 6.3 of this Agreement, the vesting granted by this Agreement will not apply to impact fees, taxes, land use or permit application fees, building code provisions, or environmental regulations that do not vest according to Washington State Law, which will be vested, determined or calculated consistent with the County's provisions applicable on the date such fee, charge, or tax is triggered or according to the generally applicable rules for vesting of building code regulations and such environmental regulations. As provided for in RCW 36.70B, the County reserves the right to impose new standards or changes in development regulations to the extent required by a serious threat to public health and safety.

**Section 5. Environmental Review.** For the purposes of this Agreement, no additional SEPA review is required. Any required project-level SEPA review for development at the Property and subject to this Agreement will be submitted during the preliminary plat application process.

**Section 6. Traffic.**

**6.1 Traffic Study.** Kittelson and Associates Transportation Engineers and the County have analyzed the transportation impacts of the full development (based on the conceptual set of future uses and square footages) of the Property as identified in the traffic study and the Conceptual Plan. Based upon this set of uses, the Property at full development will increase the existing number of PM peak hour trips on the transportation system by 129 trips. The trip generation estimates are set forth, attached hereto and incorporated herein as Exhibit E.

**6.2 Anticipated Impacts.** Based upon Kittelson's analysis as approved by the County, the future development of the Property will be conditioned upon the mitigation measures and timing of construction as provided for in Exhibit D. The Property will be vested during the term of this Agreement with 129 PM peak hour and 1,290 average daily trips and no off-site transportation mitigation or analysis, other than provided for in this Agreement, will be required in conjunction with development of the Property during the term of this Agreement; provided however that in the event Hinton proposes uses or intensities of uses that would cause the total number of PM peak or average daily trips to exceed the number of trips set forth in this Section 6.2, the increased trips will be subject to review and required mitigation under the County's concurrency ordinance in effect when the application vests. In the case of increased trips, vesting will occur no sooner than the Developer submits a fully complete application to the County. Except when the Developer proposes increased trips, the transportation vesting provided for in this Section will be subject to the mitigation measures and the timing provided in Exhibit D. Some of the transportation improvements may be on the County's Transportation Capital Facility Plan. Hinton upon construction of qualifying transportation improvement, will be eligible to apply for TIF Credits, but only if such improvements are eligible for credits under the County's applicable Capital Facilities Plan and TIF programs.

**6.3 Traffic Impact Fees; Advance Payment.** To increase the County's ability to fund and construct certain transportation improvements in the area that will provide systemic benefits in excess of the impacts that will be created through the implementation of the Conceptual Master Plan, Developer agrees to accelerate the manner in which Developer or a successor in interest to the Property would pay Transportation Impact Fees ("TIFs"). Developer will pay TIFs associated with the Property based on the TIF rate applicable at the time this Agreement becomes effective. In addition to the payment of TIF, Developer will also pay the Surcharge as described below. Instead of paying TIFs as the time of individual building permits, as it currently provided for by the County's Code, Developer, or its successor in interest, agrees to the following permit application and TIF payment schedule.

**a.** Developer will submit a fully complete application for preliminary plat approval of approximately 129 lots prior to February 15, 2020 with a phasing plan. Assuming Developer receives preliminary plat approval and no appeal is filed, Developer will pay within 30 days of receiving preliminary plat approval the sum of $3,025.00 for each lot receiving preliminary plat approval.

**b.** Developer will submit an application for final plat for Phase I approval for 50 lots prior to December 31, 2021. Developer shall submit a fully complete application for final plat for Phase II approval for 50 lots prior to December 31, 2022. Developer

shall submit a fully complete application for final plat for Phase III approval for 29 lots prior to July 15, 2023. If Developer submits an application for final plat approval for all lots, assuming Developer receives final plat approval, Developer will pay $3,025.00 for each lot receiving final plat approval. Developer may alternatively submit an application for final plat approval for the lots in phases. If Developer submits an application for final plat approval for a certain amount of lots in multiple phases, assuming Developer receives final plat approval for those respective phases, Developer will pay $3,025.00 for each lot receiving final plat approval in the respective phase.

**c.** In addition to the TIF, Developer shall pay an additional surcharge in the amount of $3,500 per lot (the "Surcharge") for each building permit for each lot developed on the Property. Developer shall pay the Surcharge at the time of the issuance of the building permit. Developer anticipates building permits following the approvals of each phase as provided for in paragraph 6.3(b) above. Regardless of the schedule provided for in Section 6.3.a above, Developer agrees that by December 31, 2023, if the combined amount of TIF and Surcharge paid by Developer is less than $600,000.00, then Developer shall, on or before December 31, 2023, pay to the County the difference between what Developer has paid in combined TIF and Surcharge and $600,000.00 (the "Gap Amount"). The Gap Amount will be applied in the future to subsequent preliminary plat, final plat, or building permit applications on the Property as pre-paid TIF or prepaid Surcharge. Nothing in this Agreement limits to $600,000.00 Developer's total obligations to pay combined TIF and Surcharge that may arise from the Property's future development approvals.

**d.** Notwithstanding any other provision of Section 6 of this Agreement relating to timing of the submission of a preliminary plat application or the submission of a final plat application, Developer need not submit any of the applications referenced in Section 6 of this Agreement, if Developer timely makes the payment that otherwise would be due if such application has been submitted and approved. Nothing in this paragraph will be construed to alter the dates upon which such TIF payments will be made to the County as provided for in Section 6 of this Agreement, regardless of whether Developer submits any land use applications.

**e.** If Developer fails to timely make any payment due pursuant to Section 6 of this Agreement, Developer may not submit, and County may not accept or process, any further land use or permit application relating to development of the Property until all payments then due in accordance with Section 6 have been fully made.

**Section 7. Threat to Public Health**. Nothing in this Section will preclude the County from requesting information on the potential adverse environmental impacts associated with a specific land use application that have not been previously analyzes as required under SEPA.

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## MISCELLANEOUS PROVISIONS

**Section 8. Recitals.** The Recitals contained herein are agreed to be binding obligations of the Parties, as their terms provide.

**Section 9. Counterparts.** This Agreement may be executed in counterparts; however all signature pages will be recorded together, and the complete recorded Agreement, including Exhibits A-F, will constitute the final instrument.

**Section 10. Amendments; Termination.** The Parties may agree to any amendments to this Agreement to facilitate necessary infrastructure improvements and other matters; provided, however, that this Agreement may only be amended by mutual, written agreement of the Parties that is approved by the Clark County Councilors pursuant to a Type IV legislative process as set forth in the Clark County Code. 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.

**Section 11. 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.

**Section 12. 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. Developer has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby.

**Section 13. 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.

**Section 14. Public Hearing.** The Clark County Council has approved execution of this Agreement by resolution after a public hearing.

**Section 15. 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.

**Section 16. 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.

**Section 17. 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 reasonable attorney fees and costs. ,. It is understood and agreed that to the extent that Clark County prevails in a suit, action or other proceeding relating to this Agreement it will be entitled to recover it's reasonable attorney fees calculated on an hourly basis regardless of whether it is represented by in house counsel and/or outside counsel.

**Section 18. 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.

**Section 19. 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.

**Section 20. Inconsistencies.** If any provisions of the Clark County 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.

**Section 21. Survival.** Any promise 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.

**Section 23. 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.

**Section 24. Entire Agreement.** This Agreement, including its exhibits attached hereto, constitutes the entire agreement between the Parties as to the subject matter.

**Section 25. 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: Attn. Shawn Henessee, County Manager
PO Box 5000
Vancouver, WA 98666-5000

| | |
|---|---|
| With a copy to: | Christine Cook<br>Senior Deputy Prosecuting Attorney or<br>Taylor Halvik<br>Deputy Prosecuting Attorney<br>1013 Franklin Street<br>Vancouver, WA 98660 |
| Developer | M & H Washington Properties, LLC<br>Attn. Mark Hinton and Michael Menashe<br>333 NW 9th Avenue #1504<br>Portland, OR 97209 |
| With a copy to: | Jordan Ramis, PC<br>Attn: James D. Howsley<br>1499 SE Tech Center Place, Suite 380<br>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.

**Section 26. 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.

**Section 27. 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.

M & H Washington Property, LLC

By: Mark Hinton
Its: Governor

10/18/19
Date

By: Michael Menashe
Its: Governor

10/23/19
Date

Hinton Development Corp.

By: Mark Hinton
Its: President

10/18/19
Date

Clark County

By: Shawn Henessee
Its: County Manager

10-1-19
Date

Approved as to form only:
Anthony F. Golik
Clark County Prosecuting Attorney

By:
Deputy Prosecuting Attorney

State of Washington )
) ss.
County of Clark )

I certify that I know or have satisfactory evidence that Mark Hinton is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Governor (title) of M & H Washington Property, LLCjACQU to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 10/18, 2019.

Signature
My Commission Expires: 12/4/22

(Seal or stamp) SCOTT FARRA COMMISSION NO. 175571 NOTARY PUBLIC EXPIRES DEC. 4, 2022 STATE OF WASHINGTON

State of Washington )
) ss.
County of Clark )

I certify that I know or have satisfactory evidence that Michael Menashe 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 Governor (title) of M & H Washington Property, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 10/23, 2019.

Signature
My Commission Expires: 1/7/2020

(Seal or stamp)

OFFICIAL STAMP
LINDA COCKRAM SANDBERG
NOTARY PUBLIC-OREGON
COMMISSION NO. 946079
MY COMMISSION EXPIRES JANUARY 07, 2020

State of Washington )
) ss.
County of Clark )

I certify that I know or have satisfactory evidence that Mark Hinton is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the President (title) of Hinton Development Corp. (company) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 10/18, 2019.

(Seal or stamp) SCOTT FARRA COMMISSION NO. 175677 NOTARY PUBLIC EXPIRES DEC. 4, 2022 STATE OF WASHINGTON

Signature
My Commission Expires: 12/4/22

State of Washington )
) ss.
County of Clark )

I certify that I know or have satisfactory evidence that Shawn Henessee 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 County Manager (title) of CLARK COUNTY WA (company) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: Oct. 1, 2019.

REBECCA L MESSINGER
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION NUMBER 3715
COMMISSION EXPIRES APRIL 26, 2021

(Seal or stamp)

Rebecca L. Messinger
Signature
My Commission Expires: 4/26/2021

## EXHIBIT INDEX

**EXHIBIT A – LEGAL DESCRIPTIONS**
**EXHIBIT B – CONCEPTUAL PLAN DEPICTION**
**EXHIBIT C – CONCEPTUAL PLAN NARRATIVE**
**EXHIBIT D – MITIGATION MEASURES AND TIMING OF CONSTRUCTION**
**EXHIBIT E – TRIP GENERATION ESTIMATES**
**EXHIBIT F – OTHER 179TH STREET DEVELOPMENTS**

**EXHIBIT A**

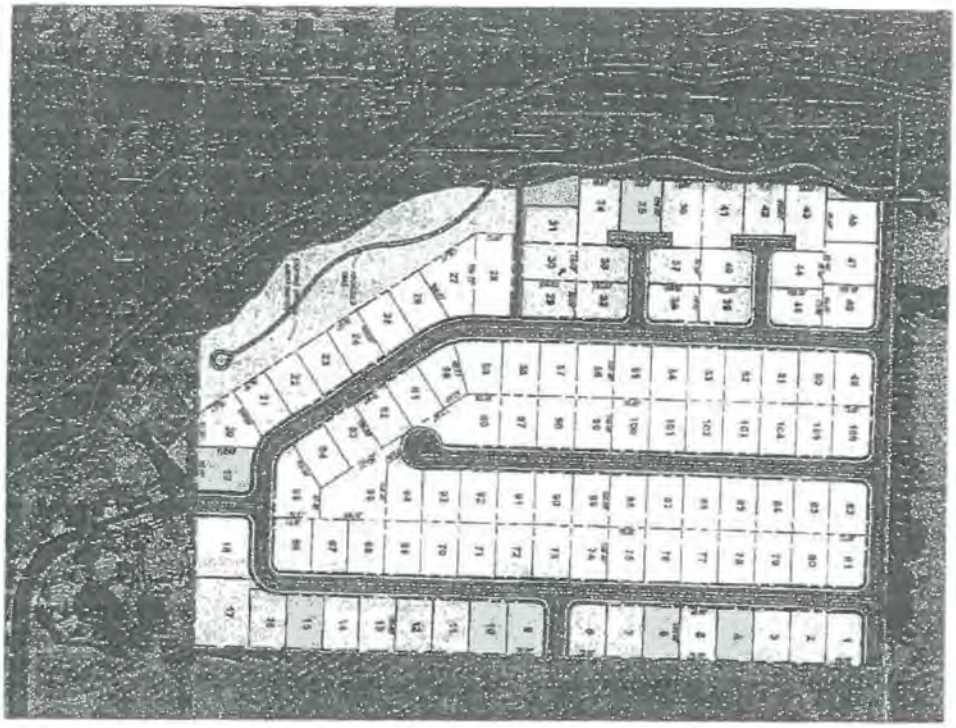
**Legal Description**

The South half of the Southeast quarter of the Northwest quarter, and the North half of the Northeast quarter of the Southwest quarter of Section 13, Township 3 North, Range 1 East of the Willamette Meridian in the County of Clark and State of Washington.

Except that portion thereof acquired by the United States of America for purposes of the Bonneville Project;

Also Except County or Public Roads.

# EXHIBIT B



M&H Washington Subdivision

Parcel #: 191675-000
Clark County, Washington

Clark Land Design, pllc
Land Use Planning
Landscape Architecture
Development Consulting

SHEET NUMBER 1

**EXHIBIT C**

**Conceptual Plan Narrative**

- The project contemplates up to 129 single family residential lots consistent with the Development Agreement and Exhibit E
- This project will conform to the Single Family Residential R1-10 zoning and the Mill Creek zoning overlay
- The United States Government, Bonneville Power Administration owns land immediately adjacent on the Property's eastern boundary
- Mill Creek runs in a northern direction through the southwest corner of the property then along the western boundary of the property
- The project contemplates an trail with a mid-development access point along the backyard of the lots parallel to Mill Creek as depicted on Exhibit B
- The trail will provide for additional connections to the north, but will terminate near the southern boundary of the property to not interfere with adjacent properties
- The primary access for the subdivision will be via a stubbed public street NW 37th Avenue
- The Development will provide for future connections via stubbed public streets and necessary dedications

**EXHIBIT D**

Mitigation Measures and Timing of Construction

Development of the M & H Property presumes several planned transportation improvements will be constructed or deemed reasonably funded within six years along the NE 179th Street corridor which the Developer will be contributing financially towards. The assumed improvements include:

1. Completion of NE 10th Avenue between NE 154th Street and NE 164th Street (currently under construction by Clark County)

2. Reconfiguration of the I-5 Northbound off-ramp/NE 179th Street intersection to provide:
   - Two northbound left-turn lands and two northbound right turn lanes; and
   - Two westbound through lanes and a separate westbound right-turn lane to the I-5 northbound on ramp

3. Widening and competition of the NE 15th Avenue between NE 179th Street and NE 10th Avenue to an ultimate improvement width (providing two westbound and two eastbound through travel lanes between the I-5 Northbound off-ramp/NE 179th Street intersection and NE 15th Avenue);

4. Construction of a new multi-lane roundabout on NE 179th Street approximately midway between NE 15th Avenue and the I-5 Northbound off-ramp;

5. Construction of a new multi-lane roundabout on NE 179th Street at NE 15th Avenue (replacing the existing traffic signal);

6. Construction of a new multi-lane roundabout on NE 179th Street at NE 15th Avenue and NE 10th Avenue (allowing for termination of the existing NE 10th Avenue connection to NE 179th Street); and

7. Termination of the Union Road at NE 179th Street through provision of alternative access for properties along Union Road south of NE 179th Street

The M & H Property is not adjacent to the NE 179th Street Corridor unlike the other developments subject to similar Development Agreements. However, in conjunction with the site development the project may be conditioned with other proportionate mitigation measures through the conditions of approval in the subdivision process.

**EXHIBIT E**

**Trip Generation Estimates**
**ITE 10th Edition**

M & H Property Development

| Land Use | ITE Code | Size | Weekday | Weekday Am Peak Hour | | | Weekday PM Peak Hour | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | Daily | Total | In | Out | Total | In | Out |
| Single Family Detached Homes | 210 | 129 Units | 1,218 | 96 | 24 | 72 | 129 | 81 | 48 |
| Total Trips | | | 1,218 | 96 | 24 | 72 | 129 | 81 | 48 |

Exhibit F

DATE **7/11/2018**

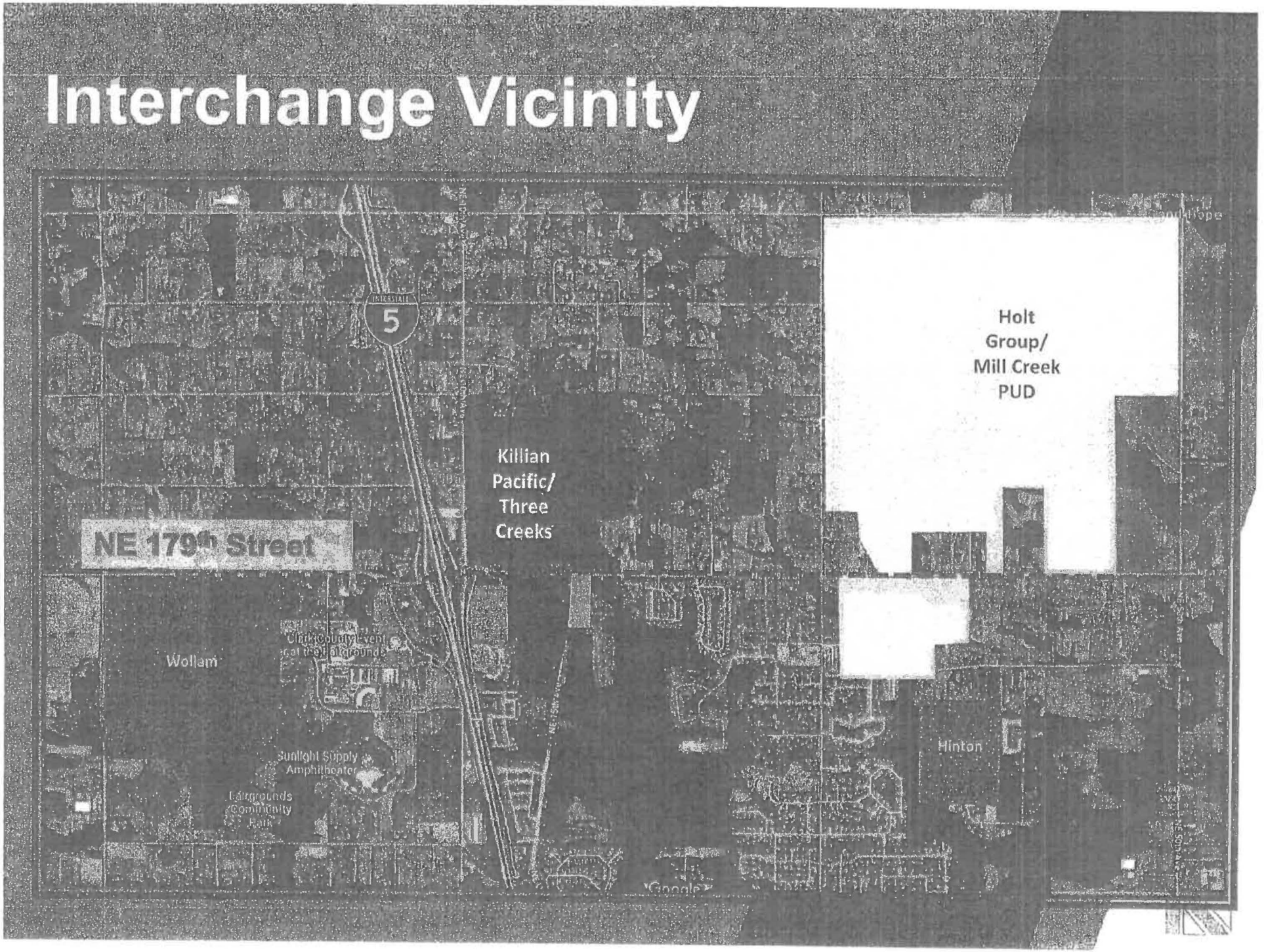


# NE 179TH STREET IMPROVEMENTS

PHASING INTERIM IMPROVEMENTS, SUPPORTING ULTIMATE SOLUTIONS

KITTELSON & ASSOCIATES

# Interchange Vicinity

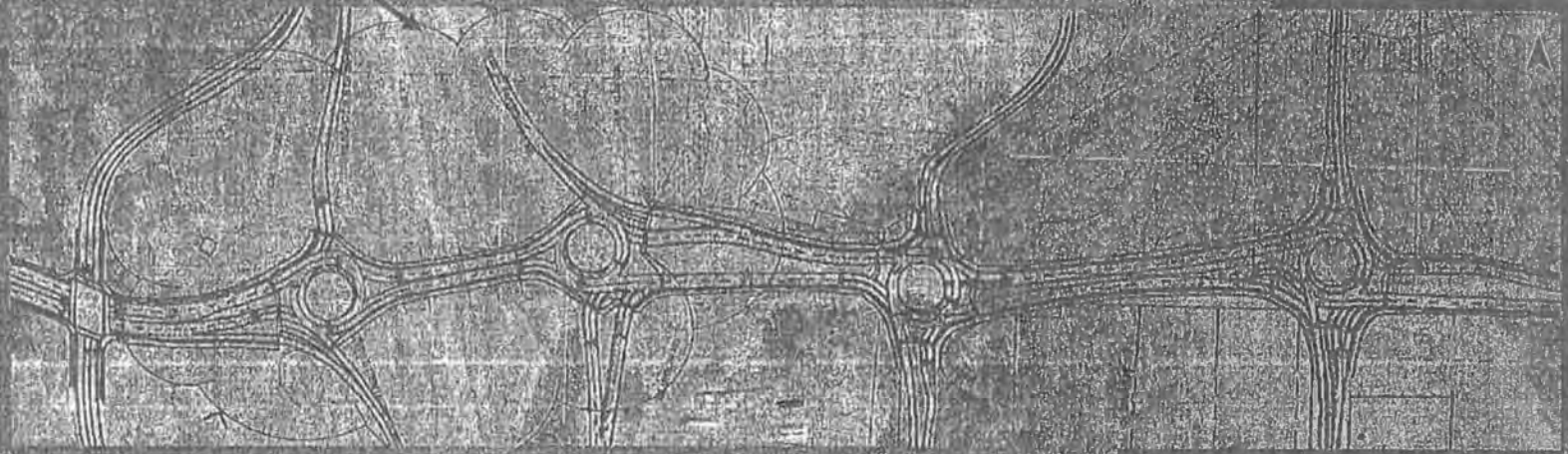


# Development Summary and PM Peak Hour Trips

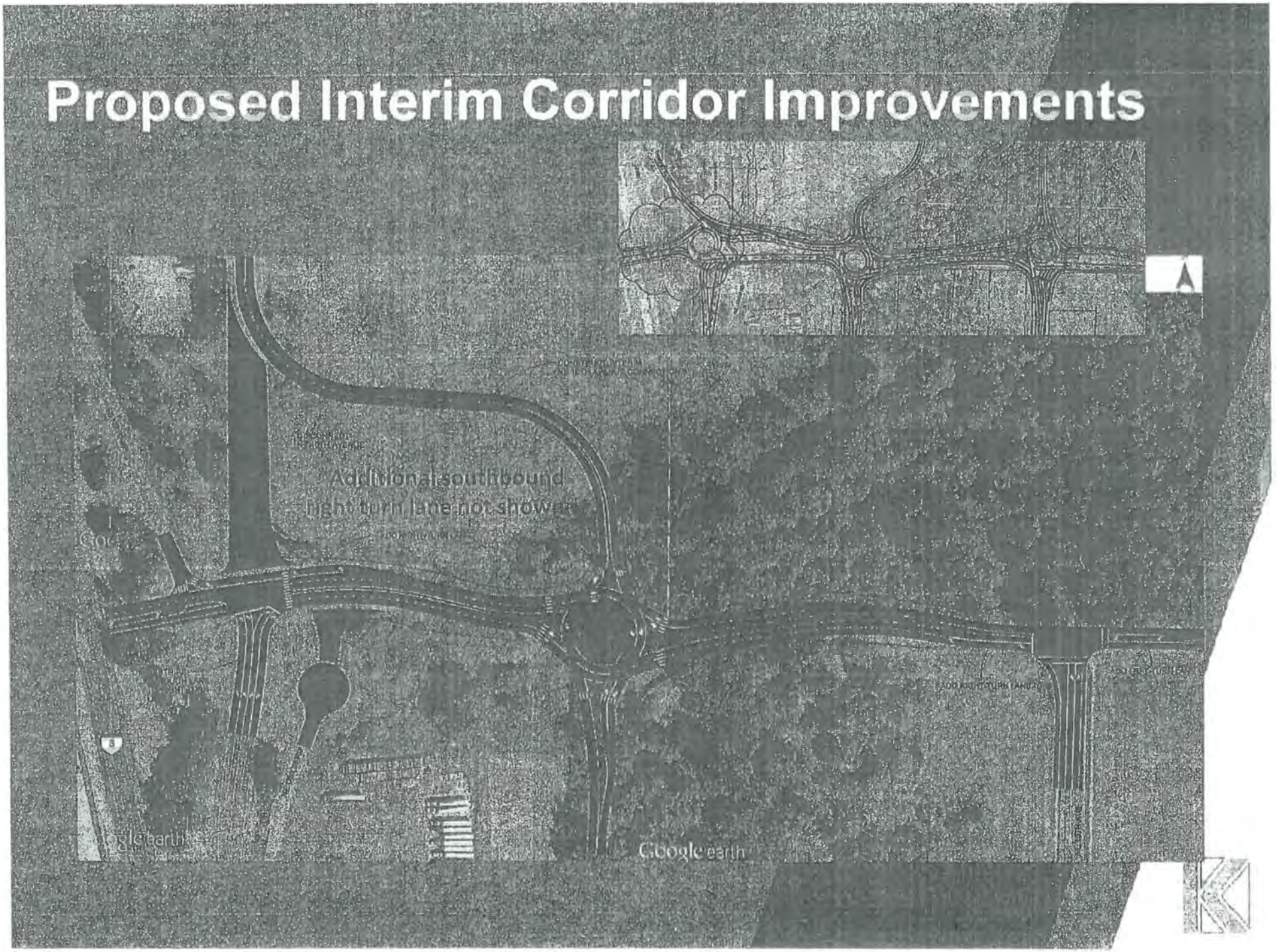
| Project | Assumed Use | PM Peak Hour Trip Generation |
|---|---|---|
| Killian Pacific/Three Creeks Master Plan | 60,000 Sq. Ft. Retail (DA Approved Phase 1) | 425 total |
| | Three Creeks North Phase 1 (up to 200 single family detached homes and 326 apartment units) | 402 total |
| | Phase 2 NE 179th Street Commercial Center (DA Approved Phase 2) | 711 total |
| Mill Creek PUD | PUD Buildout (606 single family homes and 99 townhomes) | 657 total |
| Hinton Property | 129 single family homes | 129 total |
| Wollam Property | 220 single family homes | 220 total |

# Potential Ultimate Corridor Improvements

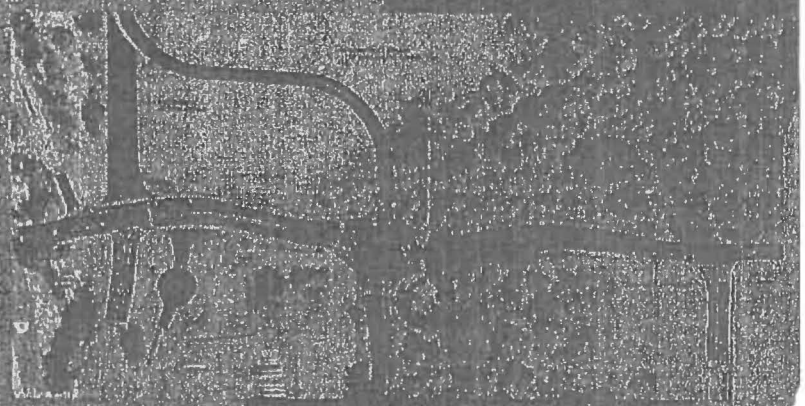
Future WSDOT I-5/179th Interchange Improvements



# Proposed Interim Corridor Improvements



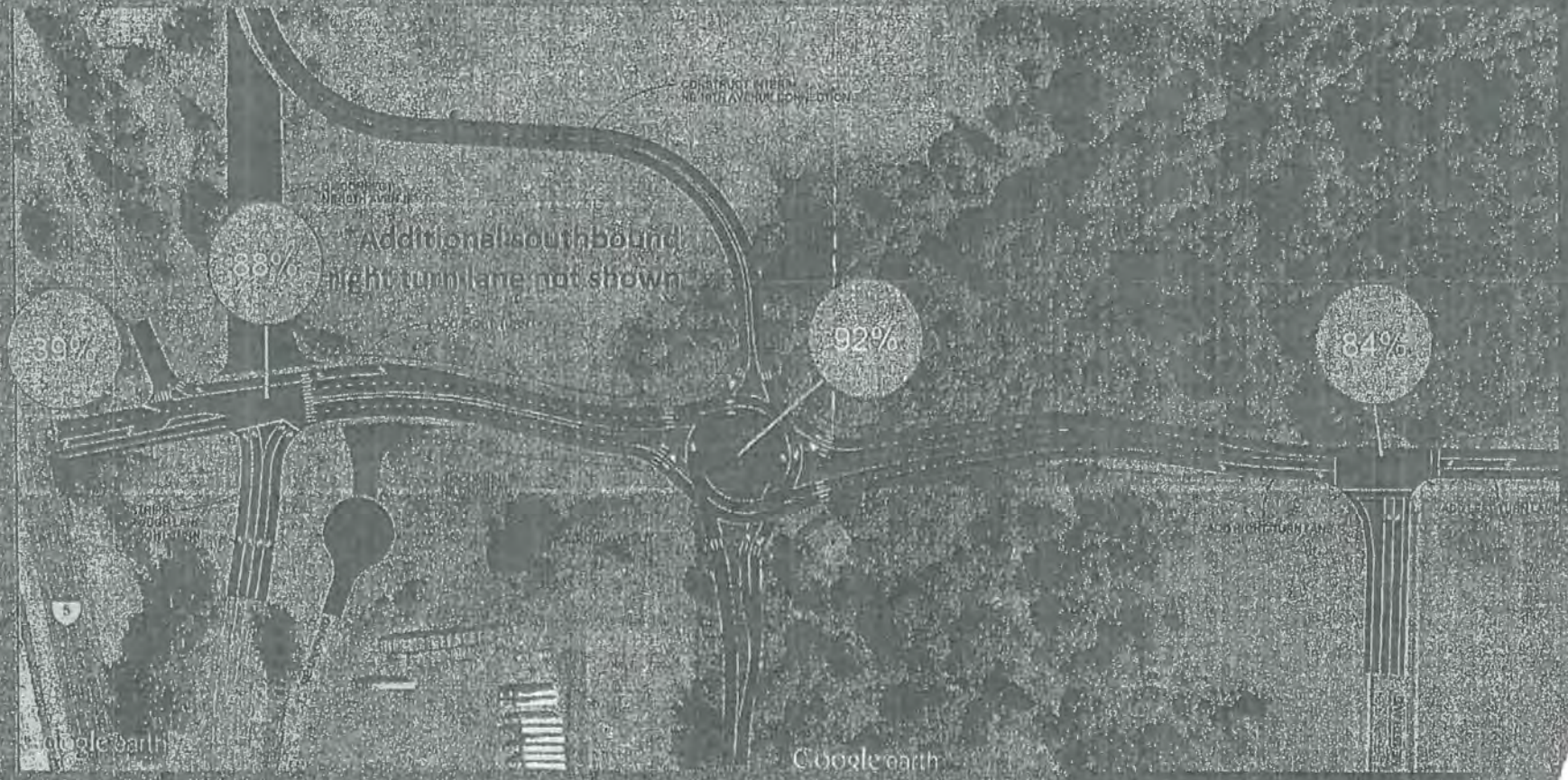
# Cost of Interim Mitigations: NE 179th St: I-5 NB Ramp to NE 15th Av*



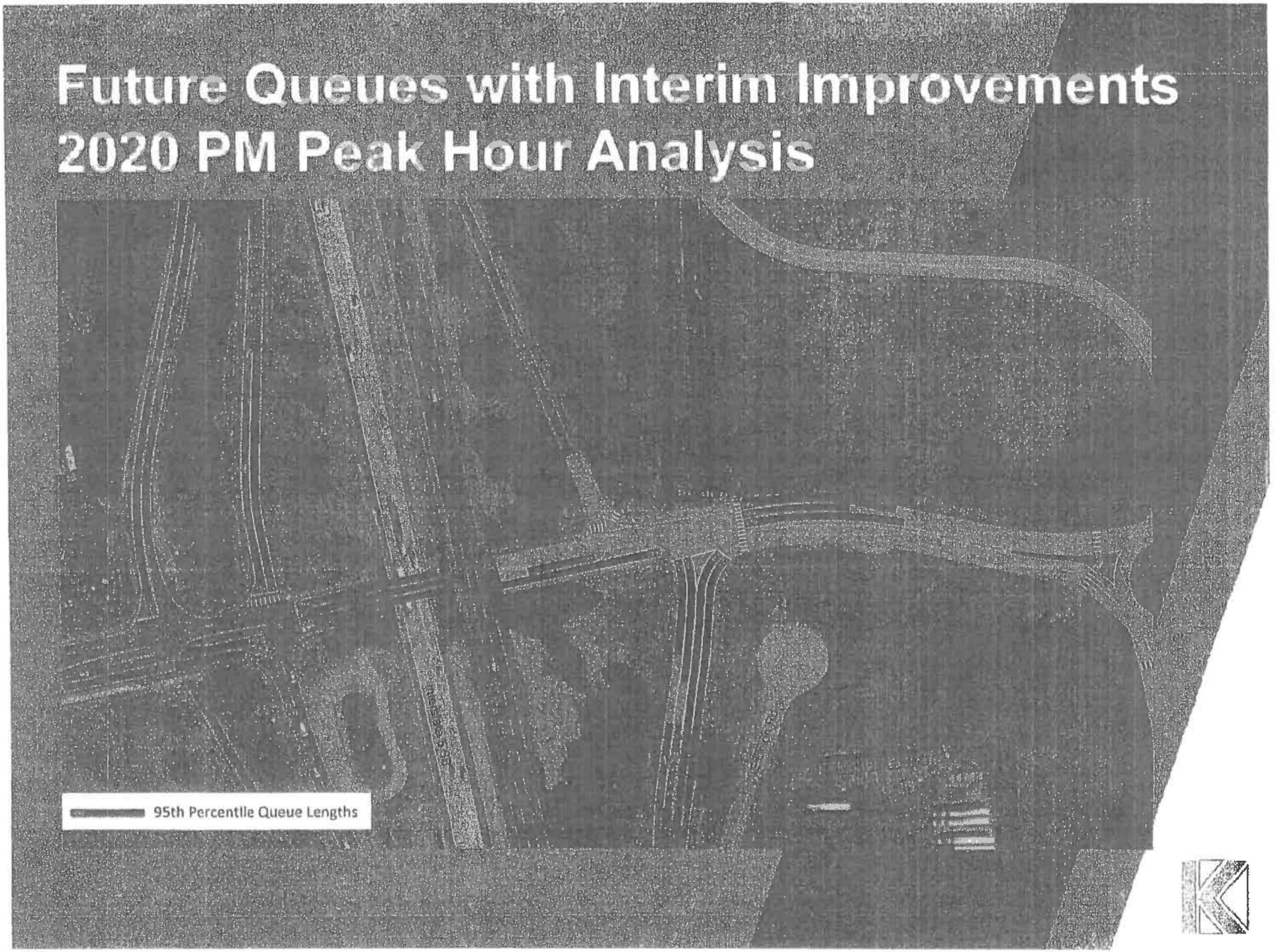
- $20.6 million
  - Widens 179th Street east of I-5
  - Cul-de-sacs 10th Avenue & Union Road
  - Reconstructs I-5 northbound ramp signal
  - Temporary 10th Avenue connection
  - New ultimate 12th Avenue roundabout
  - Adds turn lanes on 179th at 15th Avenue
  - Excludes of right-of-way costs
- Accommodates multiple developments
  - Three Creeks Phase 1 (60,000 sq. ft. retail previously vested)
  - Three Creeks North Master Plan Housing
  - Three Creeks Phase 2 (south retail previously vested)
  - Mill Creek PUD
  - Hinton Property
  - Wollam Property

**Excludes other off-site concurrency requirements*

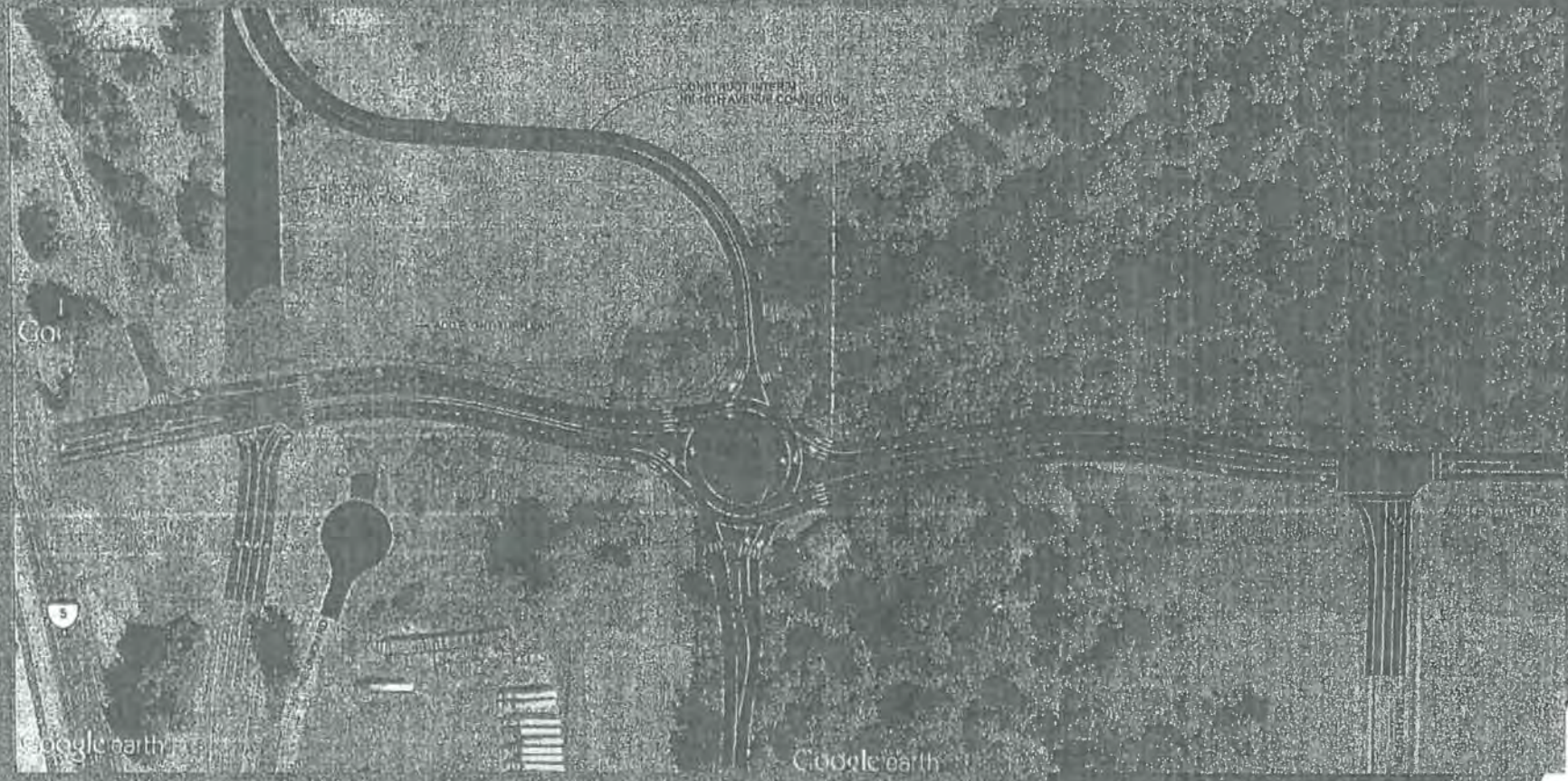
# Interim Improvements:
# PM Peak Hour % of Capacity Utilized



# Future Queues with Interim Improvements
# 2020 PM Peak Hour Analysis



# Interim Roundabout Compatibility with Long-term Plans




Area to be improved with WSDOT Interchange Project

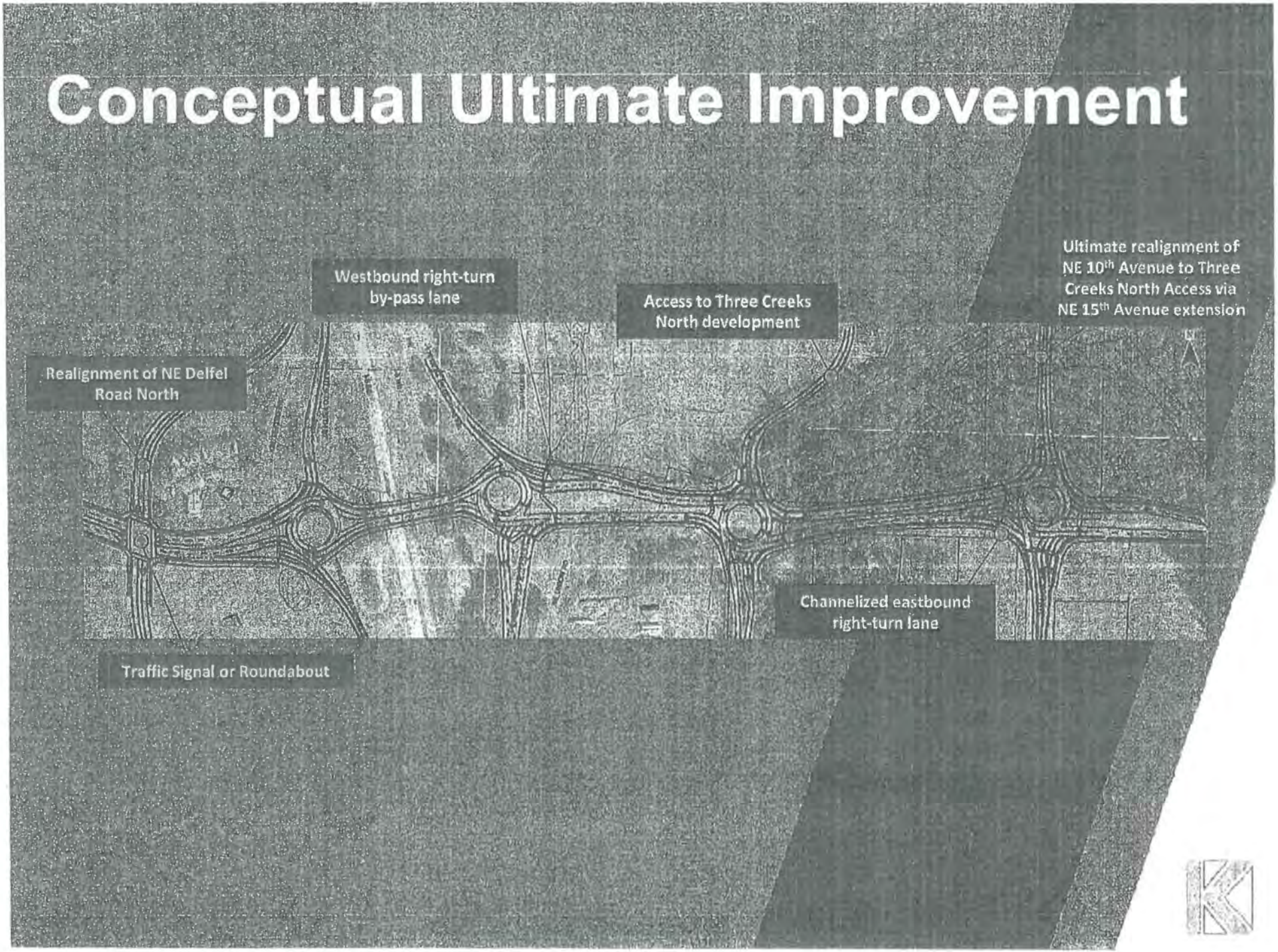
Ultimate Improvements

Future 15th Avenue Roundabout & 4-5 Lane 179th Street

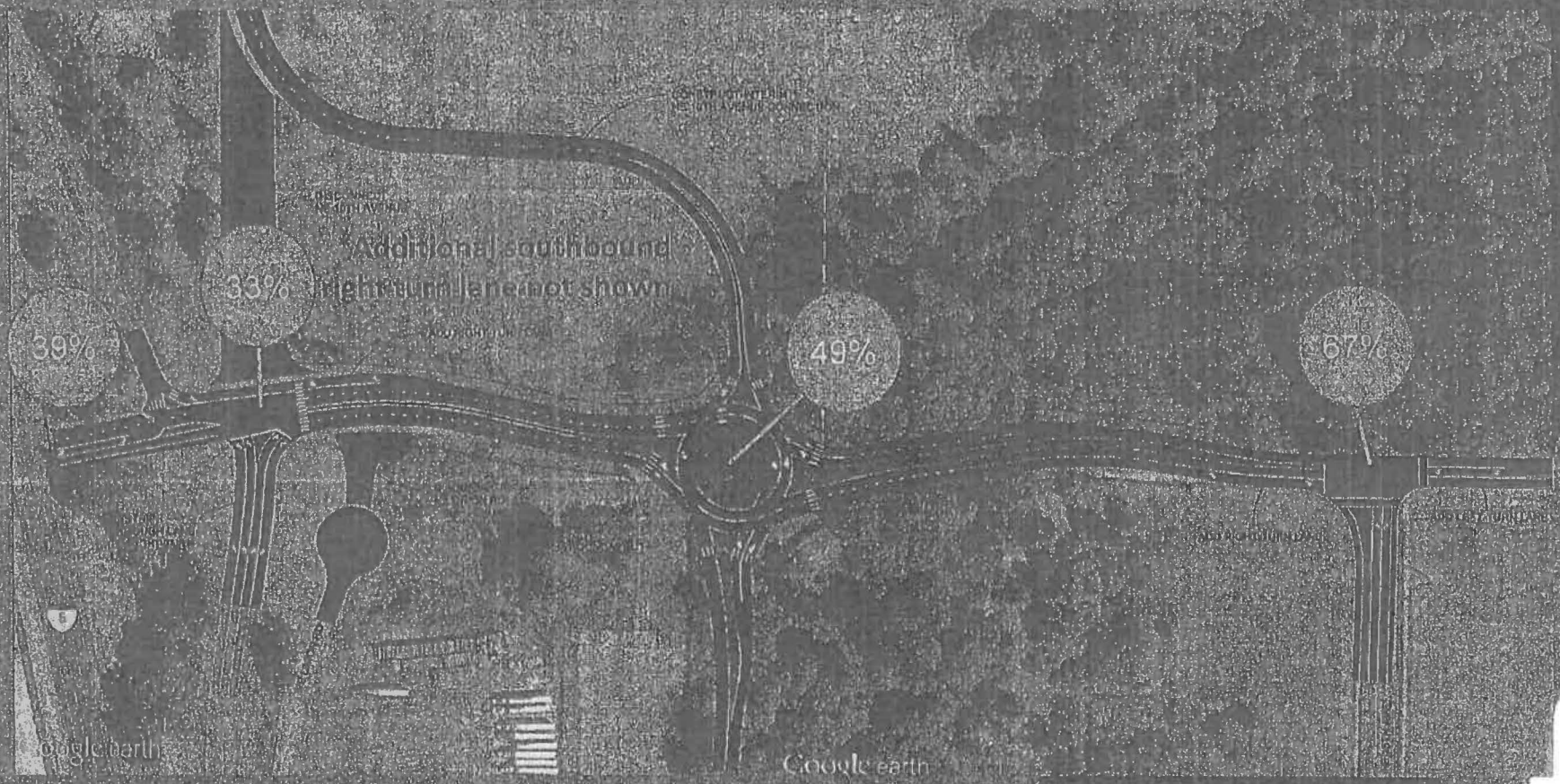
# Extra slides for Questions (if needed)



# Conceptual Ultimate Improvement



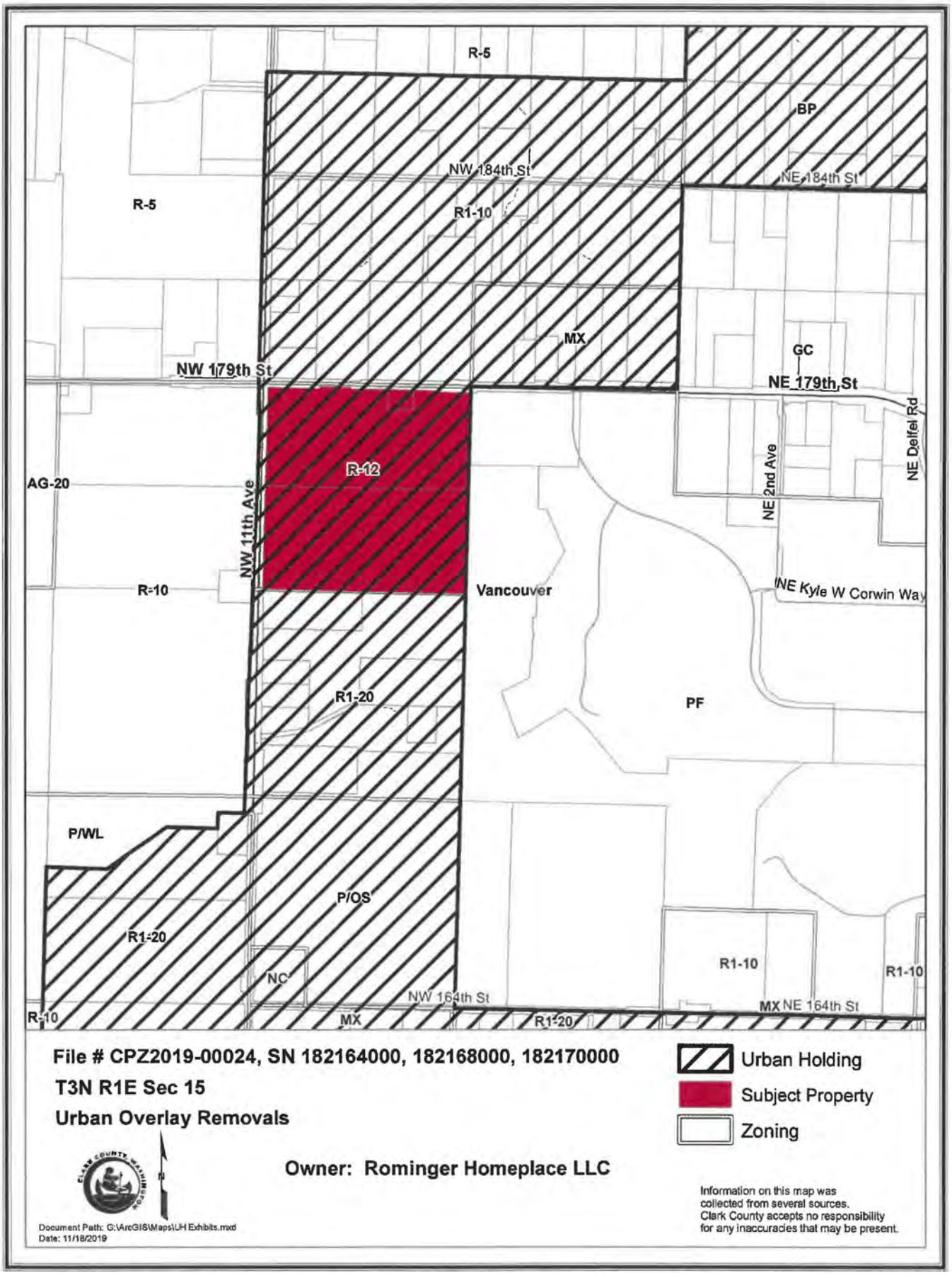
# Interim Improvements:
# AM Peak Hour %of Capacity Utilized



# Recommended Mitigations

| Project | Phase | Recommended Mitigation on NE 179th Street between NE Delfel Road (North) and NE 15th Avenue |
|---|---|---|
| Killian Pacific/Three Creeks Master Plan | 60,000 Sq. Ft. Retail (DA Approved Phase 1) | No mitigation required, proceed as previously approved. |
| | Three Creeks North Phase 1 (up to 200 single family detached homes and 326 apartment units) | 1) NE 15th Avenue/NE 179th Street intersection: construct an eastbound right-turn lane with a right-turn signal overlap<br>While not required for concurrency, consider voluntary improvements to terminate Union Road connection to NE 179th Street |
| | Phase 2 NE 179th Street Commercial Center (DA Approved Phase 2) | 1) Construction of a new multi-lane roundabout on NE 179th Street (with separate southbound right-turn lane) approximately midway between NE 15th Avenue and the I-5 Northbound off-ramp (NE 12th Avenue)<br>2) Elimination of the existing NE 10th Avenue connection to NE 179th Street aligned with the I-5 Northbound off-ramp (Refer to Figure 4)<br>3) Temporary extension of NE 10th Avenue to the new NE 12th Avenue multilane roundabout (forming the north approach to the roundabout)<br>a. This change allows for re-routing the existing NE 10th Avenue trips on an interim basis, creating capacity at the I-5 Northbound off-ramp/NE 179th Street intersection<br>b. In the alternative, the temporary NE 10th Avenue extension would be unnecessary if NE 15th Avenue is first extended from NE 179th Street to NE 10th Avenue. Should NE 15th Avenue be constructed first, the north approach of the new NE 12th Avenue roundabout would be operated as a local street connection to serve properties between the NE 15th Avenue extension and NE 179th Street. |
| Mill Creek PUD | PUD Buildout (605 single family homes and 80 townhomes) | |
| Hinton Property | 129 single family homes | 4) Reconfiguration of the I-5 Northbound off-ramp/NE 179th Street intersection to provide:<br>a. two northbound left-turn lanes and two northbound right-turn lanes; and<br>b. two westbound through lanes and a separate westbound right-turn lane to the I-5 northbound on-ramp<br>5) Widening of NE 179th Street to provide two westbound and two eastbound through travel lanes between the I-5 Northbound off-ramp/NE 179th Street intersection and the new NE 12th Avenue roundabout<br>6) Termination of Union Road south of NE 179th Street through provision of alternative access for properties along Union Road south of NE 179th Street.<br>7) Widening of NE 179th Street between the new NE 12th Avenue roundabout and NE 15th Avenue to provide:<br>a. two eastbound through travel lanes through the NE 12th Avenue roundabout, with the second eastbound lane becoming an interim right-turn drop lane at NE 15th Avenue; and<br>b. one westbound through lane at NE 15th Avenue that opens to two westbound through travel lanes approaching the NE 12th Avenue roundabout.<br>8) Modification of the NE 15th Avenue/NE 179th Street intersection: construct a westbound left-turn lane |
| Wollam Property | 220 single family homes | |

Exhibit 10


R-5
BP
NW 184th St
NE 184th St
R-5
R1-10
MX
GC
NW 179th St
NE 179th St
NE Delfel Rd
R-12
AG-20
NW 11th Ave
NE 2nd Ave
R-10
Vancouver
NE Kyle W Corwin Way
R1-20
PF
P/WL
P/OS
R1-20
R1-10
R1-10
NC
NW 164th St
MX NE 164th St
R-10
MX
R1-20
File # CPZ2019-00024, SN 182164000, 182168000, 182170000
T3N R1E Sec 15
Urban Overlay Removals
Owner: Rominger Homeplace LLC
Urban Holding
Subject Property
Zoning
Information on this map was collected from several sources. Clark County accepts no responsibility for any inaccuracies that may be present.
Document Path: G:\ArcGIS\Maps\UH Exhibits.mxd
Date: 11/18/2019

**RESOLUTION NO. 2019-08-05**

**A Resolution of the Clark County Council selecting a financing plan for public infrastructure in the vicinity of NE 179th Street and authorizing entry into Developer Agreements between Clark County and the following owners and developers of real property in the vicinity of NE 179th Street (hereinafter referred to collectively as the "Developers"):**

(1) MILL CREEK JV, LLC; WILFRED N ZILKE FAMILY TRUST; WILFORD ZILKE AND MARJORIE ZIELKE, husband and wife; GARY WEBB TRUST; and BIRCHWOOD FARMS, LLC (hereinafter referred to as "Holt");

(2) ROMINGER HOMEPLACE, LLC , a Washington limited liability company, and BTMC, LLC, a Washington limited liability company (hereinafter referred to as the "Wollam"); and

(3) M & H WASHINGTON PROPERTY, LLC, a Washington limited liability company, and HINTON DEVELOPMENT CORP, a Washington corporation (hereinafter referred to as "Hinton");

(4) THREE CREEKS-MUMFORD LLC, a Washington limited liability company; THREE CREEKS NORTH LLC, a Washington limited liability company; and THREE CREEKS INVESTORS LLC, a Washington limited liability company (hereinafter referred to collectively as "Killian") regarding an amendment to previously approved development agreements with Killian.

**WHEREAS,** Developers own and seek to develop certain parcels of real property in the vicinity of NE 179th Street and Interstate 5, much of which is currently subject to an urban holding overlay pursuant to Clark County's 20-Year Comprehensive Growth Management Plan 2015-2035; and

**WHEREAS,** Clark County's Comprehensive Plan requires that prior to lifting the urban holding designation in the 179th Street/I-5 Interchange Area, the Council must determine that the completion of localized critical links and intersection improvements are reasonably funded, as shown on the County's 6-Year Transportation Improvement Plan or through a development agreement; and

**WHEREAS,** Clark County intends to fund the necessary improvements by selecting a public financing option and entering into Developer Agreements with Developers that will become effective upon the Council's adoption of a future ordinance finding that the relevant localized critical links and intersection improvements are reasonably funded and amending the Comprehensive Plan to remove the urban holding overlay for Developers' property; and

**WHEREAS,** RCW 36.70B.170 through .210 authorize the County to enter into Developer Agreements with persons or entities having ownership or control of real property within the County; and

**WHEREAS,** the Developers own and intend to develop certain real property in the vicinity of NE 179th Street, described in the proposed Development Agreements attached hereto as *Exhibit A*, which property is located in Clark County, Washington; and

**WHEREAS,** at the direction of the Clark County Council, County staff has worked with the Owners to prepare the proposed Developer Agreements, which detail an exchange of valuable consideration; and

**WHEREAS,** at the direction of the Clark County Council, County staff has prepared a range of public financing options to fund a portion of the localized critical links and intersection improvements in the vicinity of NE 179th Street; and

**WHERAS,** the Clark County Council prefers and selects the public financing option number eight (8) set forth in *Exhibit B*, which will require future Council action to implement; and

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

**WHEREAS,** the Council concluded that approval of the proposed Developer Agreements (set forth in *Exhibit A*) and public financing option number eight (8) (set forth in *Exhibit B*) will further the public welfare; now therefore,

**THE BOARD OF COUNTY COUNCILORS OF CLARK COUNTY, STATE OF WASHINGTON, HEREBY RESOLVE AS FOLLOWS:**

1. The Clark County Council approves the Developer Agreements set forth in *Exhibit A* between Clark County, Washington, and Holt, Killian, Wollam, and Hinton, the infrastructure financing portions of which will become effective upon the Council's future adoption of an ordinance finding that the relevant localized critical links and intersection improvements are reasonably funded, and amending the Comprehensive Plan to remove the urban holding overlay for Developers' property.

2. The Clark County Council selects the public financing option number eight (8) set forth in *Exhibit B*, which will require future Council action to implement.

ADOPTED this 20th day of August, 2019.

COUNTY COUNCIL
CLARK COUNTY, WASHINGTON

Attest:

Clerk to the Board

By: Eileen Quiring
Eileen Quiring, Chair

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

By: _____
Temple Lentz, District 1

Taylor Hallvik
Deputy Prosecuting Attorney

By: _____
Julie Olson, District 2

By: _____
John Blom, District 3

By: _____
Gary Medvigy, District 4



RETURN ADDRESS

Clark County Council

Please print neatly or type information

**Document Title(s)**

Development Agreement

**Reference Numbers(s) of related documents:**

Resolution 2019-08-05

Additional Reference #'s on page ____

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

Rominger Homeplace, LLC BTMC, LLC

Additional grantors on page ___

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

Clark County

Additional grantees on page ___

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

NW quarter of NW quarter of Sec. 15, Township 3 North

Additional legal is on page 4

**Assessor's Property Tax Parcel/Account Number**

182170-000 182164-000 182168-000

Additional parcel #'s on page ___

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

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

Rebecca Messinger

Signature of Requesting Party

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

*Space above for recording information only.*

**DEVELOPMENT AGREEMENT**

This DEVELOPMENT AGREEMENT (this "Agreement") is entered into by and between CLARK COUNTY, a political subdivision of the State of Washington (the "County") and ROMINGER HOMEPLACE, LLC ("Owner"), a Washington limited liability company, and BTMC, LLC ("Wollam"), a Washington limited liability company, ) on this 3rd day of Sept., 2019.

**RECITALS**

A. Owner owns certain parcels of real property in unincorporated Clark County Washington (APNs 182170000, 182164000 and 182168000) totaling approximately 38.64 acres, which are more particularly described in Exhibit A, which is attached hereto and incorporated by reference herein (together, the "Property"). Wollam has authority over and development control over the Property.

B. Clark County's 20-Year Comprehensive Growth Management Plan 2015-2035, as adopted by Ordinance No. 2016-06-12 and most recently amended by Interim Ordinance No. 2019-04-02 ("Comprehensive Plan"), provides that an Urban Holding Overlay Plan Designation and Zone ("UH Overlay") may be applied to property with a specific underlying urban zone when development policies require a legislative action pursuant to the requirements of Clark County Code ("CCC") Section 40.560.010 prior to urban development thereon.

C. The Comprehensive Plan applies the UH Overlay to certain property located within the Vancouver Urban Growth Area within the 179th Street Corridor ("179th Street Corridor"). The Property is within this 179th Street Corridor and is subject to the UH Overlay and a zoning overlay designation of Urban Holding-10 ("UH-10"), with underlying plan and zoning designations of Urban Medium Density Residential ("UM") and Residential ("R-12"), respectively.

D. The Connecting Washington transportation funding package approved by the 2016 Washington Legislature is expected to provide money for the reconstruction of the Interstate 5/179th Interchange during the period from 2023 to 2025.

E. The 179th Street Corridor comprises an area lacking in and requiring transportation improvements.

F. Other owners and developers of properties within the 179th Street Corridor ("Killian", "Hinton", and "Holt", collectively "179th Street Developers"), as specifically depicted and identified in the attached Exhibit F attached hereto and incorporated herein (the "Other 179th Street Developments"), have proposed development agreements and transportation improvement plans that would alleviate the transportation deficiencies within the Corridor and facilitate economic development, provided that the UH Overlay is removed to allow for the underlying urban use to be developed.

G. The County finds that approval and implementation of development agreements related to the 179th Street Developments and removal of the UH Overlay would provide the private share contribution for the needed transportation improvements, including right-of-way and intersection and other improvements, thereby facilitating economic development within the area and its larger region.

H. CCC 40.560.010(I) provides that UH Overlay changes are processed through Type IV processes initiated by the County and consistent with the procedures and criteria under the Comprehensive Plan.

I. Clark County Code ("CCC") 40.560.010.I.1 provides that plan map and rezone amendments removing the UH designation must be consistent with the procedures and criteria set forth in the Clark County 20-Year Comprehensive Growth Management Plan 2015-2035, ("Comprehensive Plan"). The Comprehensive Plan provides that to remove the UH overlay, the County must determine that the completion of localized critical links and intersection improvements are reasonably funded as shown on the County's 6-Year Transportation Improvement Plan or through a development agreement.

J. Pursuant to RCW 36.70B.170(1), any local government of the state of Washington is authorized to enter into a development agreement with any owner of real property within its jurisdiction setting forth the development standards that will apply to and govern and vest the development, use and mitigation of the development of the real property during the specified term of the agreement.

K. The County has determined that the proposed mitigation contained within this Agreement, will satisfy the Comprehensive Plan criteria requiring reasonable funding for the completion of localized critical links and intersection improvements, and therefore the UH Overlay will be removed from this Property.

L. The Developer has also proposed a Conceptual Plan for development of the Property, as depicted on Exhibit B and specifically described in Exhibit C, which are both attached hereto and incorporated herein. The Conceptual Plan shows proposed public trails within the development and enhanced pedestrian access to anticipated public transportation corridors and external properties.

M. The Parties desire to provide long-term predictability to both Developer and the County on various development issues through the implementation of this Agreement and its attendant Conceptual Plan. The Parties desire to plan for the development of the Property with advance funding for transportation improvements and predictable infrastructure and regulations.

N. Developer, the County, and the other 179th Developers have collaborated over a number of years through a public-private partnership, to facilitate the implementation of the Comprehensive Plan through the improvement of transportation infrastructure in the area of the 179th Street Corridor. This area faces challenges to development in order to fully implement the Comprehensive Plan, including lack of capacity on existing local roadways and intersections, lack of access to underdeveloped properties, and resulting traffic safety problems. Each Party has dedicated significant resources to planning for that area, which provides a gateway to development of currently underutilized land in the 179th Street Corridor. It is necessary for the Parties to complete certain planning efforts in the area, so that public and private funding will be available to complete the needed infrastructure, and that development of the infrastructure can go forward. Completion of certain intersections and other transportation links in the area will further implement the Comprehensive Plan and allow certain properties to develop, thereby generating further resources for more transportation improvements, and addressing the continuing harm to the public because of the problems and challenges listed above. This Agreement will document the completion of planning relevant to the subject Property, Developer's contributions to the completion of certain infrastructure in the area, and the County's assurances that Developer may proceed as set forth herein.

O. Developer's traffic engineer has prepared trip generation and distribution information based on the expected development of the Property in accordance with the Conceptual Plan (Exhibits B and C), and a copy of the trip generation estimates is attached hereto and incorporated herein as Exhibit E.

P. This Agreement addresses the Comprehensive Plan criteria to remove the UH plan and zoning overlays from the Property and includes Developer's agreement to satisfy the criteria through the construction of or reasonable funding of the mitigation measures, including the critical links and intersections, identified in Exhibit D, which is attached hereto and incorporated herein.

## AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

**Section 1. Development Agreement.** This Development Agreement is 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 its execution by the Parties.

**Section 2. Effective Date; Term of Agreement.** The Effective Date of this Agreement is the later of the following: (1) the date ten (10) days after the day of the County's approval by ordinance or resolution determining that the completion of critical links and infrastructure improvements necessary for development of the Property are reasonably funded, following a public hearing as

provided for in RCW 36.70B.170, or (2) the date on which a fully executed version is recorded with the County Auditor. This Agreement will take effect upon the Effective Date and will terminate ten (10) years thereafter, unless extended or terminated by mutual written consent of the Parties.

**Section 3. Conceptual Plan.**

**3.1 Purpose.** The Conceptual Plan, attached hereto as Exhibits B and C, provides for design mitigation with additional pedestrian connections not required by the County Code for ease of use for public transportation and additional consideration of trail design within the project. The Conceptual Plan will provide the Parties with predictability regarding certain aspects of the future development of the Property, including access location on to public streets and external properties.

**3.2 Preliminary plat approval.** Developer's application for preliminary plat approval may be filed and the County will process such applications upon execution of this Agreement. No public hearing or decision will be made on any applications until the County removes the UH designation from the Property.

**3.3 Engineering Plans.** Concurrently with the County's review of any preliminary plat applications, Developer may submit engineering plans to the County and the County will review those plans in its normal course. If a preliminary plat is approved with design or conditions that are different from concurrently submitted and reviewed final engineering plans, then Developer will resubmit engineering plans that conform to the preliminary plat approvals. Any costs associated with such changes will be the responsibility of Developer. While the County agrees to allow concurrent review of land use applications and final engineering, nothing herein will be construed to require the County to provide expedited review that is different from the County's usual timelines for an application for land use or engineering review.

**3.4 UH Designation Removal.** No final engineering approval will be granted until the UH designation has been removed from the Property and a preliminary plat application has been approved. The application will be processed as a Type III land use application and reviewed by the County. Any approval criteria not addressed and found satisfied in this Agreement will be subject to the approval criteria in effect when the fully complete application is submitted, and will be addressed during the subdivision application and decision process.

**3.5 Vesting.** Except as set forth in this Agreement, future development of the Property is subject to the applicable provisions of the Clark County Code as of the Effective Date.

**Section 4. Effect on Fees or Charges**. As provided for in RCW 36.70B.180, during the term of this Agreement, the development standards provided for in this Agreement will not be subject to unilateral amendment, or amendment to zoning ordinances, development standards, or regulations, or a new zoning ordinance or development standard or regulation adopted after the effective date of this Agreement; provided, however, that except as set forth in Paragraph 6.3 of this Agreement, the vesting granted by this Agreement will not apply to impact fees, taxes, land use or permit application fees, building code provisions, or environmental regulations that do not vest according to Washington State law, which will be vested, determined or calculated consistent with the County's

provisions applicable on the date such fee, charge, or tax is triggered or according to the generally applicable rules for vesting of building code regulations and such environmental regulations. As provided for in RCW 36.70B, the County reserves the right to impose new standards or changes in development regulations to the extent required by a serious threat to public health and safety.

**Section 5. Environmental Review.** For the purposes of this Agreement, no additional SEPA review is required. Any required project-level SEPA review for development at the Property and subject to this Agreement will be submitted during the preliminary plat application process.

**Section 6. Traffic.**

**6.1 Traffic Study.** Kittelson and Associates Transportation Engineers and the County have analyzed the transportation impacts of the full development (based on the conceptual set of future uses and square footages) of the Property as identified in the traffic study and the Conceptual Plan. Based upon this set of uses, the Property at full development will increase the existing number of PM peak hour trips on the transportation system by 325 trips. The trip generation estimates are set forth, attached hereto, and incorporated herein as Exhibit E.

**6.2 Anticipated Impacts.** Based upon Kittelson's analysis as approved by the County, the future development of the Property will be conditioned upon the mitigation measures and timing of construction as provided for in Exhibit D.. The Property will be vested during the term of this Agreement with 325 PM peak hour and 3,250 average daily trips and no off-site transportation mitigation or analysis, other than that provided for in this Agreement, will be required in conjunction with development of the Property during the term of this Agreement; provided however that in the event Wollam proposes uses or intensities of uses that would cause the total number of PM peak or average daily trips to exceed the number of trips set forth in this Section 6.2, then the County shall require additional transportation analysis and lawful mitigation, according to the standards in effect for all of the proposed uses and/or intensities of uses, and for all of the trips . The transportation vesting provided for in this Section will be subject to the mitigation measures and the timing provided in Exhibit D. Some of the transportation improvements may be on the County's Transportation Capital Facility Plan. Wollam , upon construction of qualifying transportation improvement, will be eligible to apply for TIF Credits, but only if such improvements are eligible for credits under the County's applicable Capital Facilities Plan and TIF programs.

**6.3 Traffic Impact Fees; Advance Payment.** To increase the County's ability to fund and construct certain transportation improvements in the area that will provide systemic benefits in excess of the impacts that will be created through the implementation of the Conceptual Plan, Developer agrees to accelerate the manner in which Developer or a successor in interest to the Property would pay Transportation Impact Fees ("TIFs"). Developer will pay TIFs associated with the Property based on the TIF rate applicable at the time this Agreement becomes effective. In addition to the payment of TIF, Developer will also pay the Surcharge as described below. Instead of paying TIFs as the time of individual building permits, as it currently provided for by the County's Code, Developer, or its successor in interest, agrees to the following permit application and TIF payment schedule.

**a.** Developer shall submit a fully complete application for preliminary plat approval of approximately 325 lots prior to February 15, 2020 with a phasing

plan. Assuming Developer receives preliminary plat approval and no appeal is filed, Developer will pay within 30 days of receiving preliminary plat approval the sum of $3,025.00 for each lot receiving preliminary plat approval.

**b.** Developer shall submit a fully complete application for final plat Phase I approval for 125lots prior to December 31, 2021. Developer shall submit a fully complete application for final plat Phase II approval for 100 lots prior to December 31, 2022. Developer shall submit a fully complete application for final plat Phase III approval for 100 lots by July 15, 2023. If Developer submits an application for final plat approval for all lots, assuming Developer receives final plat approval, Developer will pay $3,025.00 for each lot receiving final plat approval. Developer may alternatively submit an application for final plat approval for the lots in phases. If Developer submits an application for final plat approval for a certain amount of lots in multiple phases, assuming Developer receives final plat approval for those respective phases, Developer will pay $3,025.00 for each lot receiving final plat approval in the respective phase.

**c.** In addition to the TIF, Developer shall pay an additional surcharge in the amount of $3,500.00 per lot (the "Surcharge") for each building permit for each lot developed on the Property. Developer shall pay the Surcharge at the time of the issuance of the building permit. Developer anticipates applying for building permits following the approvals of each phase as provided in paragraph 6.3(b) above. Regardless of the schedule provided for in Section 6.3.(a)-(b)above, Developer agrees that by December 31, 2023, if the combined amount of TIF and Surcharge already paid by Developer is less than $1,400,000.00, then Developer shall, on or before December 31, 2023, pay to the County the difference between what Developer has paid in combined TIF and Surcharge and $1,400,000.00 (the "Gap Amount"). The Gap Amount will be applied in the future to subsequent preliminary plat, final plat, or building permit applications on the Property as pre-paid TIF or prepaid Surcharge. Nothing in this Agreement limits to $1,400,000.00 Developer's total obligations to pay combined TIF and Surcharge that may arise from the Property's future development approvals.

**d.** Notwithstanding any other provision of Section 6 of this Agreement relating to timing of the submission of a preliminary plat application or the submission of a final plat application, Developer need not submit any of the applications referenced in Section 6 of this Agreement, if Developer timely makes the payment that otherwise would be due if such application has been submitted and approved. Nothing in this paragraph will be construed to alter the dates upon which such TIF payments will be made to the County as provided for in Section 6 of this Agreement, regardless of whether Developer submits any land use applications.

**e.** If Developer fails to timely make any payment due pursuant to Section 6 of this Agreement, Developer may not submit, and County may not process, any further land use or permit application relating to development of the Property until all payments then due in accordance with Section 6 have been fully made.

**Section 7. Threat to Public Health.** Nothing in this Section will preclude the County from requesting information on the potential adverse environmental impacts associated with a specific land use application that have not been previously analyzes as required under SEPA.

## MISCELLANEOUS PROVISIONS

**Section 8. Recitals.** The Recitals contained herein are agreed to be binding obligations on the Parties, as their terms provide.

**Section 9. Counterparts.** This Agreement may be executed in counterparts; however all signature pages will be recorded together, and the complete recorded Agreement, including Exhibits A-F, will constitute the final instrument.

**Section 10. Amendments; Termination.** The Parties may agree to any amendments to this Agreement to facilitate necessary infrastructure improvements and other matters; provided, however, that this Agreement may only be amended by mutual, written agreement of the Parties that is approved by the Clark County Council pursuant to a Type IV legislative process as set forth in the Clark County Code. 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.

**Section 11. 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.

**Section 12. 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. Developer has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby.

**Section 13. 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.

**Section 14. Public Hearing.** The Clark County Council has approved execution of this Agreement by resolution after a public hearing.

**Section 15. 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.

**Section 16. 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.

**Section 17. 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 reasonable attorney fees and costs. . It is understood and agreed that to the extent Clark County prevails in a suit, action or other proceeding relating to this agreement, it will be entitled to recover it's reasonable attorney fees calculated on an hourly basis regardless of whether it is represented by in house counsel and/or outside counsel.

**Section 18. 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.

**Section 19. 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.

**Section 20. Inconsistencies.** If any provisions of the Clark County 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.

**Section 21. Survival.** Any promise 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.

**Section 23. 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.

**Section 24. Entire Agreement.** This Agreement, including its exhibits attached hereto, constitutes the entire agreement between the Parties as to the subject matter.

**Section 25. 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: | Attn. Shawn Henessee, County Manager<br>PO Box 5000<br>Vancouver, WA 98666-5000 |
| With a copy to: | Christine Cook or<br>Taylor Hallvik<br>Deputy Prosecuting Attorney<br>1013 Franklin Street<br>Vancouver, WA 98660 |

| | |
|---|---|
| Owner: | Rominger Homeplace, LLC<br>12112 NW 31st Ave<br>Vancouver, WA 98665 |
| Developer | BTMC, LLC<br>Terry Wollam, Jr.<br>7701 NE Greenwood Dr, Ste 100<br>Vancouver, WA 98662 |
| With a copy to: | Jordan Ramis, PC<br>Attn: James D. Howsley<br>1499 SE Tech Center Place, Suite 380<br>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.

**Section 26. 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.

**Section 27. 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.

Rominger Homeplace, LLC

By: _____ Date: 9-3-19
Its: Signing on behalf of

BTMC, LLC

By: Terry Wollam _____ Date: 9-3-19
Its: Managing Member

Clark County

By: _____ Date: 9-3-19
Shawn Henessee
Its: County Manager

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

By: _____
Christine Cook
Deputy Prosecuting Attorney

State of Washington )
) ss.
County of Clark )

I certify that I know or have satisfactory evidence that Terry Wollam 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 Rep. for on behalf of ~~(title) of~~ Rominger Homeplace, LLC (company) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: Sept. 3, 2019

REBECCA L MESSINGER
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION NUMBER 3715
COMMISSION EXPIRES APRIL 26, 2021

Rebecca L. Messinger
Signature
My Commission Expires: 4/26/21

State of Washington )
) ss.
County of Clark )

I certify that I know or have satisfactory evidence that Terry Wollam 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 managing member (title) of BTMC, LLC (company) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: Sept. 3, 2019

REBECCA L MESSINGER
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION NUMBER 3715
COMMISSION EXPIRES APRIL 26, 2021

Rebecca L. Messinger
Signature
My Commission Expires: 4/26/21

State of Washington )
) ss.
County of Clark )

I certify that I know or have satisfactory evidence that Shawn Henessee 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 County Manager (title) of Clark County (company) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: Sept. 3, 2019

REBECCA L MESSINGER
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION NUMBER 3715
COMMISSION EXPIRES APRIL 26, 2021

Rebecca L. Messinger
Signature
My Commission Expires: 4/26/21

## EXHIBIT INDEX

**EXHIBIT A – LEGAL DESCRIPTIONS**
**EXHIBIT B – CONCEPTUAL PLAN DEPICTION**
**EXHIBIT C – CONCEPTUAL PLAN NARRATIVE**
**EXHIBIT D – MITIGATION MEASURES AND TIMING OF CONSTRUCTION**
**EXHIBIT E – TRIP GENERATION ESTIMATES**
**EXHIBIT F – OTHER 179$^{TH}$ STREET DEVELOPMENTS**

**EXHIBIT A**

Parcel I: APN: 182164-000

The South half of the following described real property:

The Northwest quarter of the Northwest quarter of Section Fifteen (15), Township Three (3) North, Range One (1) East of the Willamette Meridian;

EXCEPT right of way granted to Clark County, Washington, under auditor's file 64126 and G298128, of records of said county.

EXCEPT County or public roads; and

Parcel II: APN: 182168-000

The North half of the following described real property:

The Northwest quarter of the Northwest quarter of Section Fifteen (15), Township Three (3) North, Range One (1) East of the Willamette Meridian;

EXCEPT the following described property:

Beginning at a point 368.0 West from the Northeast corner of the Northwest quart of the Northwest quarter of Section 15, Township 3, North Range 1 East of the Willamette Meridian; running thence West 160 feet; then South 150 fee; thence East 160 feet; then North 150 feet.

EXCEPT right of way granted to Clark County, Washington, under auditor's file numbers F64126 and G297884, Records of said county

EXCEPT County or public roads.

Parcel III: 182170-000

Beginning at a point 368.0 West from the Northeast corner of the Northwest quart of the Northwest quarter Section of 15, Township 3, North Range 1 East of the Willamette Meridian; running thence West 160 feet; thence South 150 feet; thence East 160 feet; thence North 150 feet.

EXCEPT County or public roads.

EXHIBIT B




**LEGEND**

**NOTES:**

1. [illegible]
2. [illegible]
3. [illegible]

**LOTS:**

| | | |
|---|---|---|
| 35' WIDE DETACHED | [illegible] | [illegible] |
| 25' WIDE DUPLEX | [illegible] | [illegible] |

[illegible]

**DENSITY CALCULATIONS (ZONE R-12)**

| | |
|---|---|
| GROSS AREA | [illegible] |
| NON-DEVELOPABLE AREA | [illegible] |
| CRITICAL AREAS | [illegible] |
| NET AREA | [illegible] |

[illegible]

AKS ENGINEERING & FORESTRY

ENGINEERING • SURVEYING • NATURAL RESOURCES
FORESTRY • PLANNING • LANDSCAPE ARCHITECTURE

**DEVELOPMENT CONCEPT**

# NE 179TH STREET SUBDIVISION

**WOLLAM & ASSOCIATES**
**CLARK COUNTY, WASHINGTON**

**EXHIBIT C**

Conceptual Plan Narrative

- The project contemplates approximately 325 single family residential lots consistent with the Development Agreement and Exhibit E
- This project will conform to the Urban Medium Residential R-12 zoning and Clark County Development Code with a mix of detached and attached single family housing products
- The Clark County Fairgrounds, Sunlight Supply Amphitheater, Fairgrounds Community Park, and Whipple Creek Regional Park are located either adjacent or in the nearby vicinity and the development contemplates a trail to connect with these existing amenities and provide potential for further continuation of additional of a trail off site.
- The project contemplates a trail running across in an west to east direction across the Property to connect with the Fairgrounds Property on the Property's eastern boundary
- The trail will have a dedicated pathway and will provide direct access to the NW 11th Avenue a public street
- The project also contemplates additional pedestrian pathways between the development and NW 179th Street which are currently not required by the Clark County Development Code
- The development will not take direct access onto NW 179th Street, but will take its access for the subdivision viw two locations on NW 11th Avenue
- The Development will provide for future connections via stubbed public streets and necessary dedications

**EXHIBIT D**

Mitigation Measures and Timing of Construction

Development of the Wollam Property presumes several planned transportation improvements will be constructed or deemed reasonably funded within six years along the NE 179th Street corridor which the Developer will be contributing financially towards. The assumed improvements include:

1. Completion of NE 10th Avenue between NE 154th Street and NE 164th Street (currently under construction by Clark County)

2. Reconfiguration of the I-5 Northbound off-ramp/NE 179th Street intersection to provide:
   - Two northbound left-turn lands and two northbound right turn lanes; and
   - Two westbound through lanes and a separate westbound right-turn lane to the I-5 northbound on ramp

3. Widening and competition of the NE 15th Avenue between NE 179th Street and NE 10th Avenue to an ultimate improvement width (providing two westbound and two eastbound through travel lanes between the I-5 Northbound off-ramp/NE 179th Street intersection and NE 15th Avenue);

4. Construction of a new multi-lane roundabout on NE 179th Street approximately midway between NE 15th Avenue and the I-5 Northbound off-ramp;

5. Construction of a new multi-lane roundabout on NE 179th Street at NE 15th Avenue (replacing the existing traffic signal);

6. Construction of a new multi-lane roundabout on NE 179th Street at NE 15th Avenue and NE 10th Avenue (allowing for termination of the existing NE 10th Avenue connection to NE 179th Street); and

7. Termination of the Union Road at NE 179th Street through provision of alternative access for properties along Union Road south of NE 179th Street

The following improvements will occur in conjunction with site development.

1. Frontage improvements along NE 179th Street to meet the specifications of the County's arterial atlas and road standards.

2. Frontage improvements along NW 11th Avenue to meet the specifications of the County's arterial atlas and road standards.

3. Other conditions of approval as conditioned as part of the subdivision approval process.

**EXHIBIT E**

Trip Generation Estimates
ITE 10th Edition

Wollam Property Development

| Land Use | ITE Code | Size | Weekday Daily | Weekday Am Peak Hour | | | Weekday PM Peak Hour | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | Total | In | Out | Total | In | Out |
| Single Family Detached Homes | 210 | 325 Units | 3,068 | 241 | 60 | 181 | 325 | 205 | 120 |
| Total Trips | | | 3,068 | 241 | 60 | 181 | 325 | 205 | 120 |

EXHIBIT F

DATE **7/11/2018**



# NE 179TH STREET IMPROVEMENTS

PHASING INTERIM IMPROVEMENTS, SUPPORTING ULTIMATE SOLUTIONS

KITTELSON & ASSOCIATES

# Interchange Vicinity

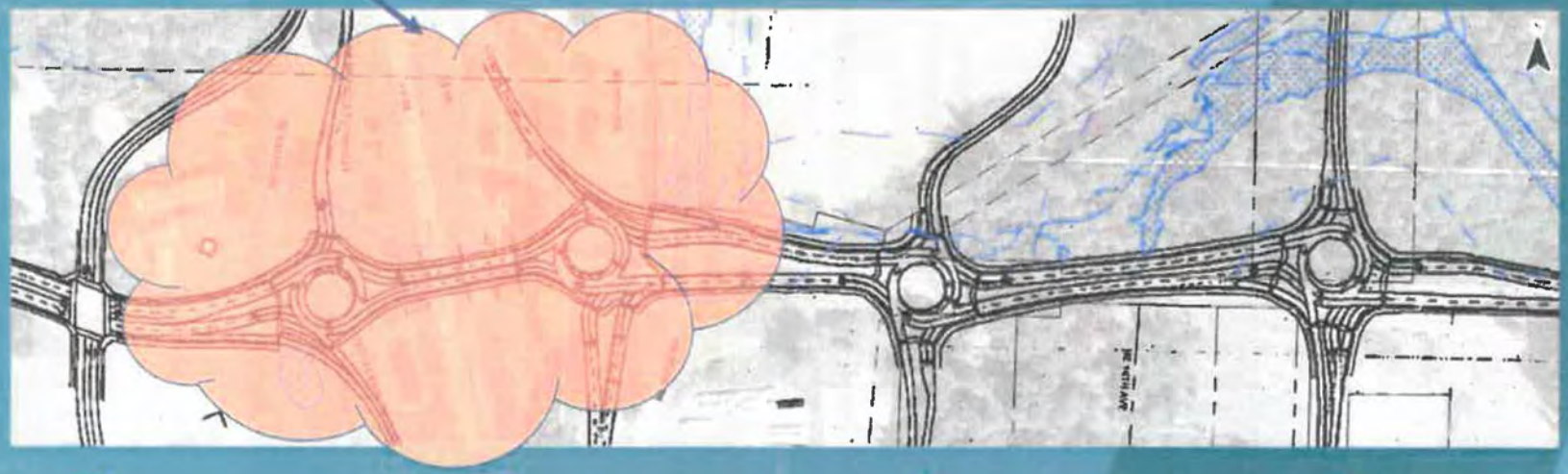


# Development Summary and PM Peak Hour Trips

| Project | Assumed Use | PM Peak Hour Trip Generation |
|---|---|---|
| Killian Pacific/Three Creeks Master Plan | 60,000 Sq. Ft. Retail (DA Approved Phase 1) | 425 total |
| | Three Creeks North Phase 1 (up to 200 single family detached homes and 326 apartment units) | 402 total |
| | Phase 2 NE 179th Street Commercial Center (DA Approved Phase 2) | 711 total |
| Mill Creek PUD | PUD Buildout (606 single family homes and 99 townhomes) | 657 total |
| Hinton Property | 129 single family homes | 129 total |
| Wollam Property | 220 single family homes | 220 total |

# Potential Ultimate Corridor Improvements

Future WSDOT I-5/179th
Interchange Improvements



# Proposed Interim Corridor Improvements



# Cost of Interim Mitigations: NE 179th St: I-5 NB Ramp to NE 15th Av*



- $20.6 million
  - Widens 179th Street east of I-5
  - Cul-de-sacs 10th Avenue & Union Road
  - Reconstructs I-5 northbound ramp signal
  - Temporary 10th Avenue connection
  - New ultimate 12th Avenue roundabout
  - Adds turn lanes on 179th at 15th Avenue
  - Excludes of right-of-way costs
- Accommodates multiple developments
  - Three Creeks Phase 1 (60,000 sq. ft. retail previously vested)
  - Three Creeks North Master Plan Housing
  - Three Creeks Phase 2 (south retail previously vested)
  - Mill Creek PUD
  - Hinton Property
  - Wollam Property

**Excludes other off-site concurrency requirements*

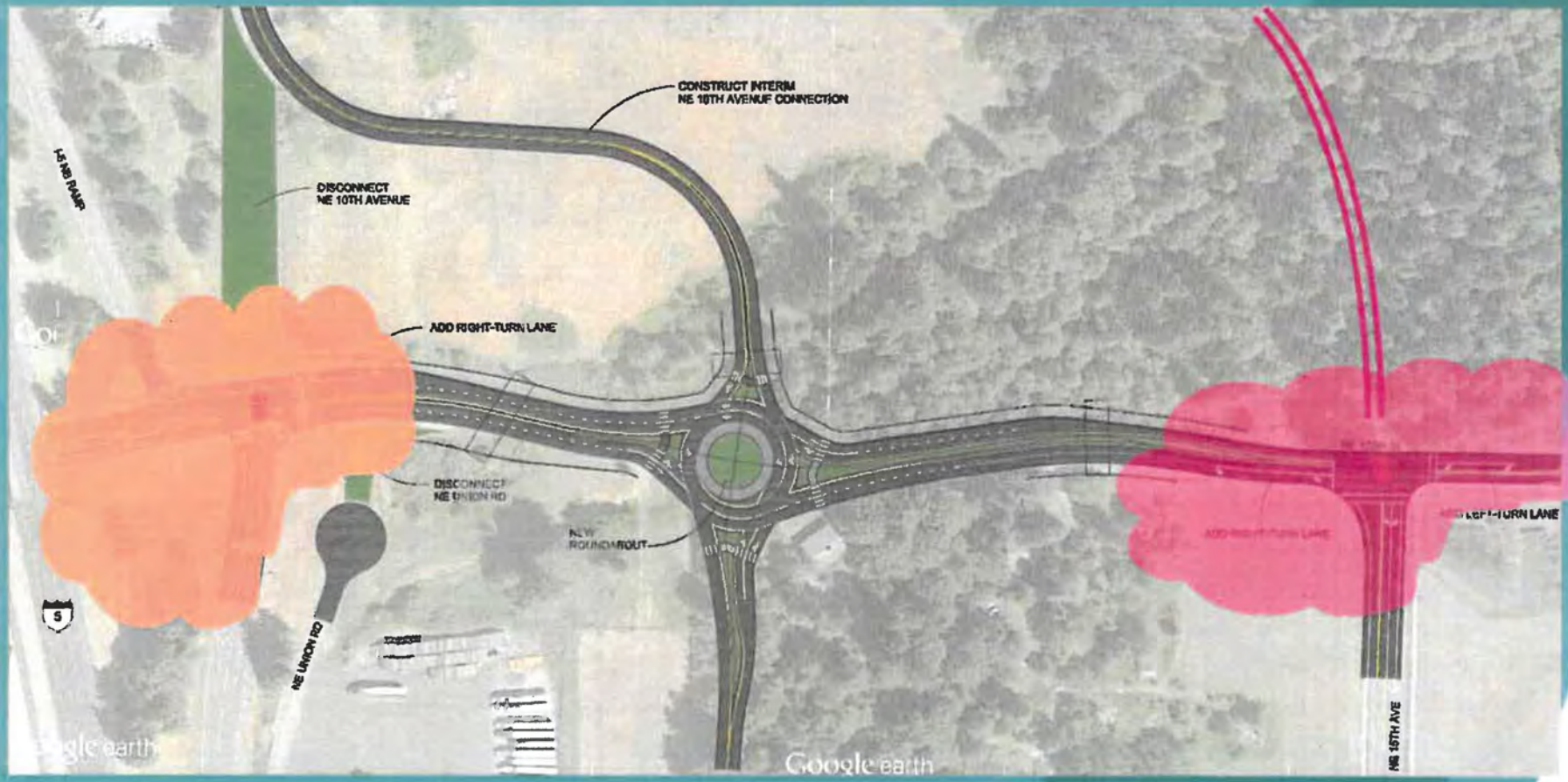
# Interim Improvements:
# PM Peak Hour % of Capacity Utilized



# Future Queues with Interim Improvements
# 2020 PM Peak Hour Analysis



# Interim Roundabout Compatibility with Long-term Plans




Area to be improved with WSDOT Interchange Project ← Ultimate Improvements → Future 15th Avenue, Roundabout & 4-5 Lane 179th Street

# Extra slides for Questions (if needed)

# Conceptual Ultimate Improvement



# Interim Improvements:
# AM Peak Hour %of Capacity Utilized



# Recommended Mitigations

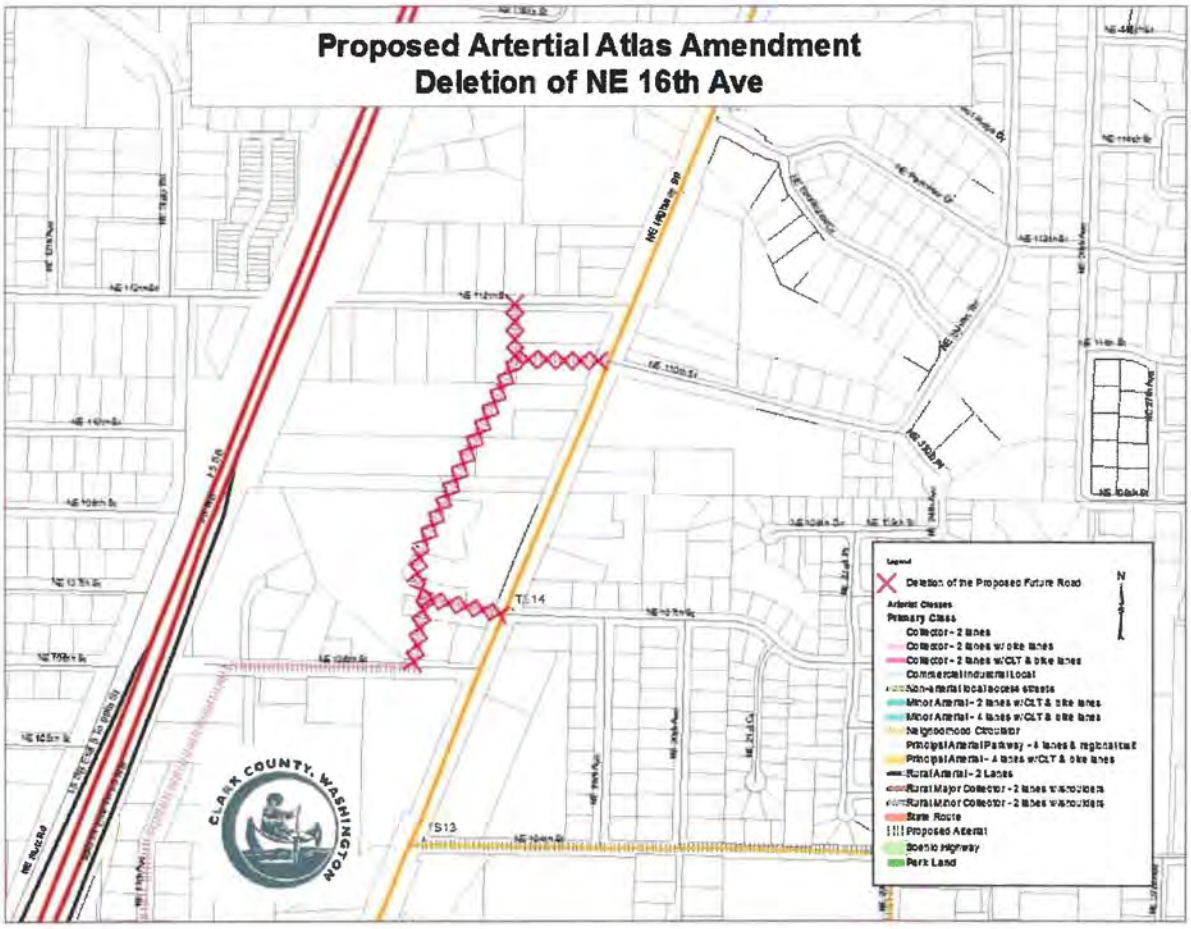
| Project | Phase | Recommended Mitigation on NE 179th Street between NE Dollar Road (North) and NE 15th Avenue |
|---|---|---|
| Wilkes Pacific/Three Creeks Master Plan | 60,000 Sq. Ft. Retail (DA Approved Phase 1) | No mitigation required, proceed as previously approved. |
| | Three Creeks North Phase 1 (up to 200 single family detached homes and 326 apartment units) | 1) NE 15th Avenue/NE 179th Street intersection: construct an eastbound right-turn lane with a right-turn signal overlap<br>While not required for concurrency, consider voluntary improvements to terminate Union Road connection to NE 179th Street |
| | Phase 2 NE 179th Street Commercial Center (DA Approved Phase 2) | 1) Construction of a new multi-lane roundabout on NE 179th Street (with separate southbound right-turn lane) approximately midway between NE 15th Avenue and the I-5 Northbound off-ramp (NE 12th Avenue)<br>2) Elimination of the existing NE 10th Avenue connection to NE 179th Street aligned with the I-5 Northbound off-ramp (Refer to Figure 4)<br>3) Temporary extension of NE 10th Avenue to the new NE 12th Avenue multilane roundabout (forming the north approach to the roundabout)<br>a. This change allows for re-routing the existing NE 10th Avenue trips on an interim basis, creating capacity at the I-5 Northbound off-ramp/NE 179th Street intersection<br>b. In the alternative, the temporary NE 10th Avenue extension would be unnecessary if NE 15th Avenue is first extended from NE 179th Street to NE 10th Avenue. Should NE 15th Avenue be constructed first, the north approach of the new NE 12th Avenue roundabout would be operated as a local street connection to serve properties between the NE 15th Avenue extension and NE 179th Street.<br>4) Reconfiguration of the I-5 Northbound off-ramp/NE 179th Street intersection to provide:<br>a. two northbound left-turn lanes and two northbound right-turn lanes; and<br>b. two westbound through lanes and a separate westbound right-turn lane to the I-5 northbound on-ramp<br>5) Widening of NE 179th Street to provide two westbound and two eastbound through travel lanes between the I-5 Northbound off-ramp/NE 179th Street intersection and the new NE 12th Avenue roundabout<br>6) Termination of Union Road south of NE 179th Street through provision of alternative access for properties along Union Road south of NE 179th Street<br>7) Widening of NE 179th Street between the new NE 12th Avenue roundabout and NE 15th Avenue to provide:<br>a. two eastbound through travel lanes through the NE 12th Avenue roundabout, with the second eastbound lane becoming an interim right-turn drop lane at NE 15th Avenue; and<br>b. one westbound through lane at NE 15th Avenue that opens to two westbound through travel lanes approaching the NE 12th Avenue roundabout.<br>8) Modification of the NE 15th Avenue/NE 179th Street intersection: construct a westbound left-turn lane |
| Mill Creek PUD | PUD Buildout (606 single family homes and 99 townhomes) | |
| Nelson Property | 129 single family homes | |
| Wallace Property | 220 single family homes | |

Exhibit 11

# 2020 Transportation Capital Facilities Plan

| Road | From | To | Total Project Costs |
|---|---|---|---|
| TSO Projects (5) | Various | | $ 4,986,000 |
| Highway 99 | NE 99th St | Intersection | $ 4,869,000 |
| NE 99th St | NE 94th Ave | NE 117th Ave | $ 15,869,000 |
| NE 10th Ave | NE 149th St | NE 154th St | $ 11,535,000 |
| NE 179th St | NE Delfel Rd | NE 15th Ave | $ 12,367,000 |
| NE 119th St | NE 87th Ave | NE 112th Ave | $ 12,395,000 |
| NE 15th Ave | NE 179th St | NE 10th Ave | $ 15,000,000 |
| NE 72nd Ave | NE 122nd St | NE 133rd St | $ 10,800,000 |
| NE 152nd Ave | Padden Pkwy | NE 99th St | $ 8,100,000 |
| NE 119th St | NE 132nd Ave | Intersection | $ 8,000,000 |
| Ward Road | NE 162nd Ave | NE 172nd Ave | $ 6,000,000 |
| Ward Road | NE 172nd Ave | NE Davis Rd | $ 7,000,000 |
| NE 72nd Ave | NE 133rd St | NE 219th St | $ 9,000,000 |
| Urban Arterial Intersections | Minnehaha Street & NE 17th Avenue | | $ 15,000,000 |
| | NE 87th Avenue & NE 63rd Street | | |
| | NE 117th Street & NE Stutz Road | | |
| | NW 36th Avenue & Bliss Road | | |
| | NE 239th Street & NE 92nd Avenue | | |
| NE 172nd Ave | NE Ward Rd | NE 119th St | $ 6,000,000 |
| NE 172nd Ave | NE 18th St | NE 39th St | $ 4,000,000 |
| Salmon Creek Avenue | WSU Enterance | West of 50th Ave | $ 18,062,000 |
| NW Lakeshore Ave | NW 78th St | NW 109th St | $ 15,000,000 |
| NE 179th St. | NE 15th Ave | NE 50th Ave | $ 48,690,000 |
| NW 179th St. | NW 11th Ave | Delfel Rd. | $ 27,480,000 |
| NE 10th Ave. | NE 164th St. | Ampitheater Enterance | $ 7,130,000 |
| NW 11th Ave. | NW 139th St. | NW 149th St. | $ 13,640,000 |
| Delfel Rd. | NE 179th St. | NE 189th St. | $ 15,000,000 |
| NE 137th/132nd Ave | NE 99th St. | NE 119th St | $ 20,000,000 |
| NE 99th St | NE 72nd Ave | NE 94th Ave | $ 20,000,000 |
| NE 10th Ave. | NE 139th St. | NE 141st St. | $ 5,000,000 |
| NE 179th St. and 29th Ave Intersection | | | $ 9,000,000 |
| NE 179th St. and 50th Ave Intersection | | | $ 6,000,000 |
| **Cost of New Projects** | | | **$ 355,923,000** |
| ***Partnership Projects*** | | | |
| **Road** | | | **Cost** |
| SCIP Phase 2 | | | $ 17,500,000 |
| NE 182nd Ave @ SR-500[1] | | | $ 5,600,000 |
| **County Cost of Partnership Projects** | | | **$ 23,100,000** |
| ***On-Going Programs*** | | | |
| **Programs** | | **Estimated Annual** | **2019-2024 TIP Costs** |
| Advanced Right-of-Way Program | | | $ 200,000 |
| Bridge Repair/Rehab | | | $ 20,886,667 |
| Road Preservation | | | $ 160,586,667 |
| Rural Road Improvement Program | | | $ 24,500,000 |
| Sidewalks and ADA | | | $ 49,680,000 |
| Transportation Safety Imp. | | | $ 72,000,000 |
| Urban Development Road Prgm | | | $ 13,316,667 |
| **Cost of OGP's** | | | **$ 341,170,000** |
| | | | |
| **TOTAL PROJECT COSTS** | | | **$ 720,193,000** |

Exhibit 12


Proposed Artertial Atlas Amendment
Deletion of NE 16th Ave
TS14
TS13
CLARK COUNTY, WASHINGTON
Deletion of the Proposed Future Road
Arterial Classes
Primary Class
Collector - 2 lanes
Collector - 2 lanes w/ bike lanes
Collector - 2 lanes w/CLT & bike lanes
Commercial/Industrial Local
Non-arterial local access streets
Minor Arterial - 2 lanes w/CLT & bike lanes
Minor Arterial - 4 lanes w/CLT & bike lanes
Neighborhood Circulator
Principal Arterial Parkway - 4 lanes & regional trail
Principal Arterial - 4 lanes w/CLT & bike lanes
Rural Arterial - 2 Lanes
Rural Major Collector - 2 lanes w/shoulders
Rural Minor Collector - 2 lanes w/shoulders
State Route
Proposed Arterial
Scenic Highway
Park Land
N



## 2.1.2 Tenny Creek COMMONS

*Tenny Creek Commons* is envisioned as a compact neighborhood center emphasizing a variety of multifamily uses and supporting small scale retail uses. Redevelopment will be configured to use Tenny Creek as an amenity and provide enhanced environmental conditions.




Tenny Creek Commons Overlay




**LEGEND**

- Activity Center Overlay 4 — 4 story height limit*
- Mixed-Use Street type
- Landscape Street type

* Six stories are permitted for vertical mixed use

- High Visibility Street Corner
- Internal Connections
- Off-Street Trails (existing & proposed)
- Transitional Overlay
- Single Family Residential
- Multifamily Residential
- Creeks
- Parks

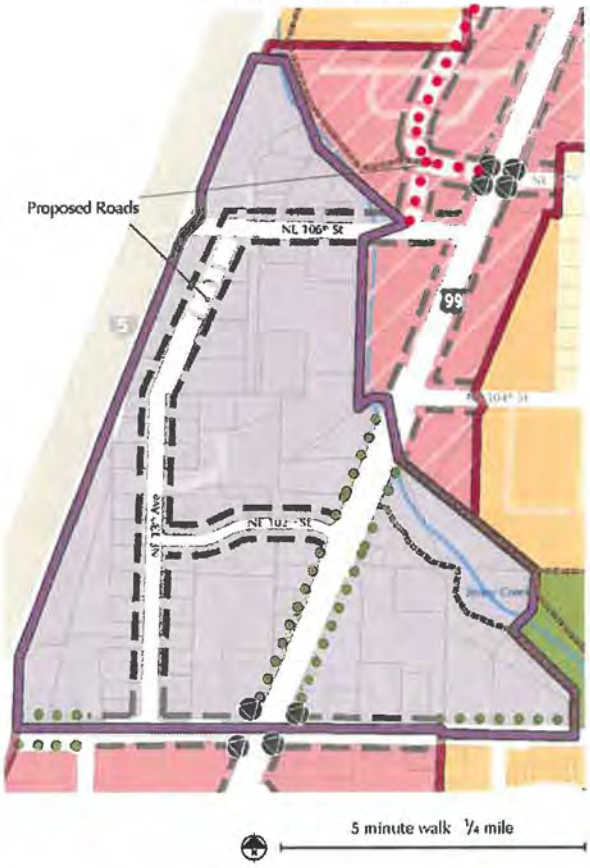
**Planned roads to be removed**

## 2.2.3 Transitional Area C






Transitional Overlay




**LEGEND**

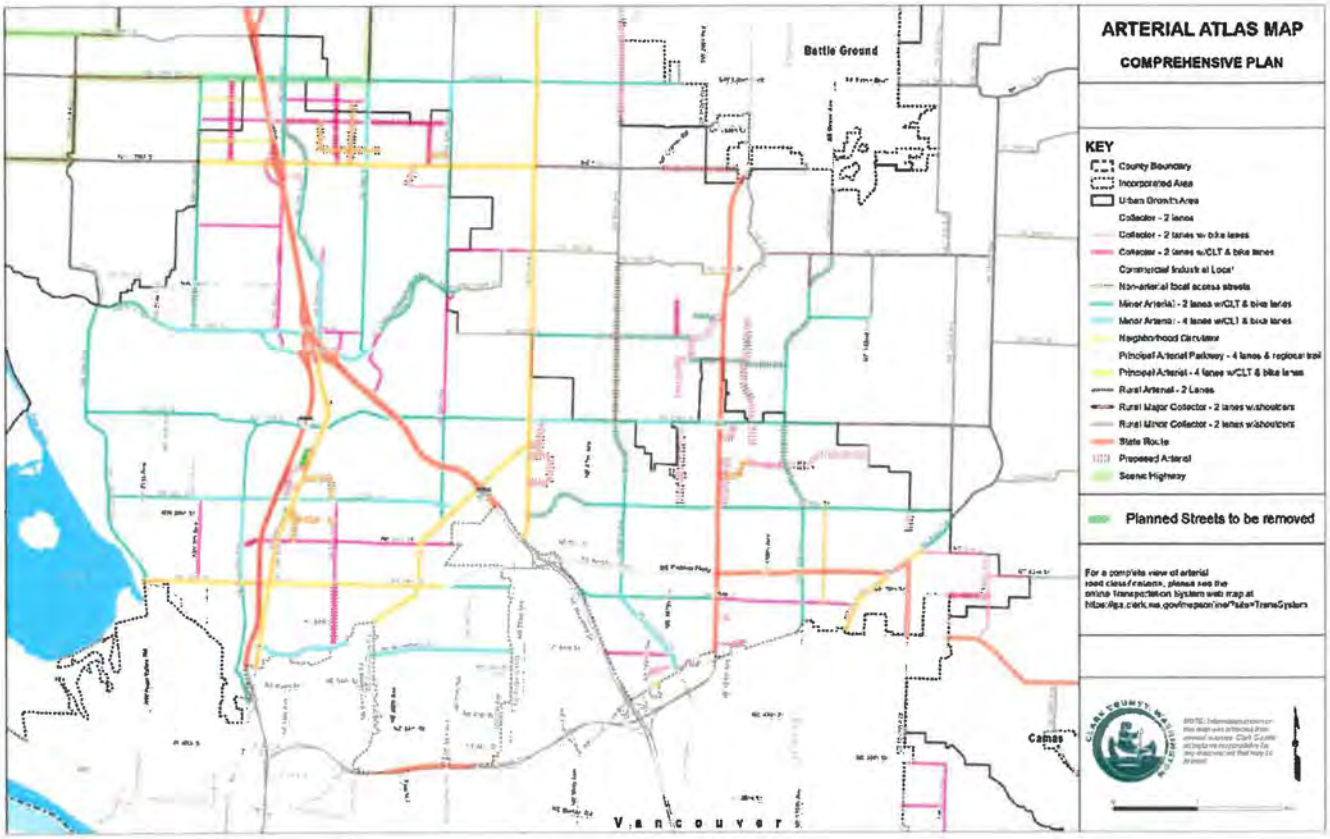
- Transitional Area Overlay
- Mixed-Use Street type
- Landscape Street type
- High Visibility Street Corner
- Internal Connections
- Off-Street Trails (existing & proposed)
- Activity Center 6 Overlay
- Activity Center 4 Overlay
- Single Family Residential
- Multifamily Residential
- Creeks
- Parks
- Planned Roads to be Removed

5 minute walk ¼ mile

## Highway 99 Sub-Area Trails: Map A






ARTERIAL ATLAS MAP
COMPREHENSIVE PLAN
KEY
County Boundary
Incorporated Area
Urban Growth Area
Collector - 2 lanes
Collector - 2 lanes w bike lanes
Collector - 3 lanes w/CLT & bike lanes
Commercial Industrial Local
Non-arterial local access streets
Minor Arterial - 3 lanes w/CLT & bike lanes
Minor Arterial - 4 lanes w/CLT & bike lanes
Neighborhood Circulator
Principal Arterial Parkway - 4 lanes & regional trail
Principal Arterial - 4 lanes w/CLT & bike lanes
Rural Arterial - 2 Lanes
Rural Major Collector - 2 lanes w/shoulders
Rural Minor Collector - 2 lanes w/shoulders
State Route
Proposed Arterial
Scenic Highway
Planned Streets to be removed
For a complete view of arterial road classifications, please see the online transportation system web map at https://gis.clark.wa.gov/mapservice/?site=TransSystem
Battle Ground
Camas
Vancouver

## TRAFFIC IMPACT FEE (TIF) RATES -2020

| Traffic Impact Fee Districts | TIF Rates |
|---|---|
| Hazel Dell | $487 |
| Mount Vista | $930 |
| Orchards | $421 |
| Rural | $352 |

# I-5/NE 179th Street Transportation Area Financial Options

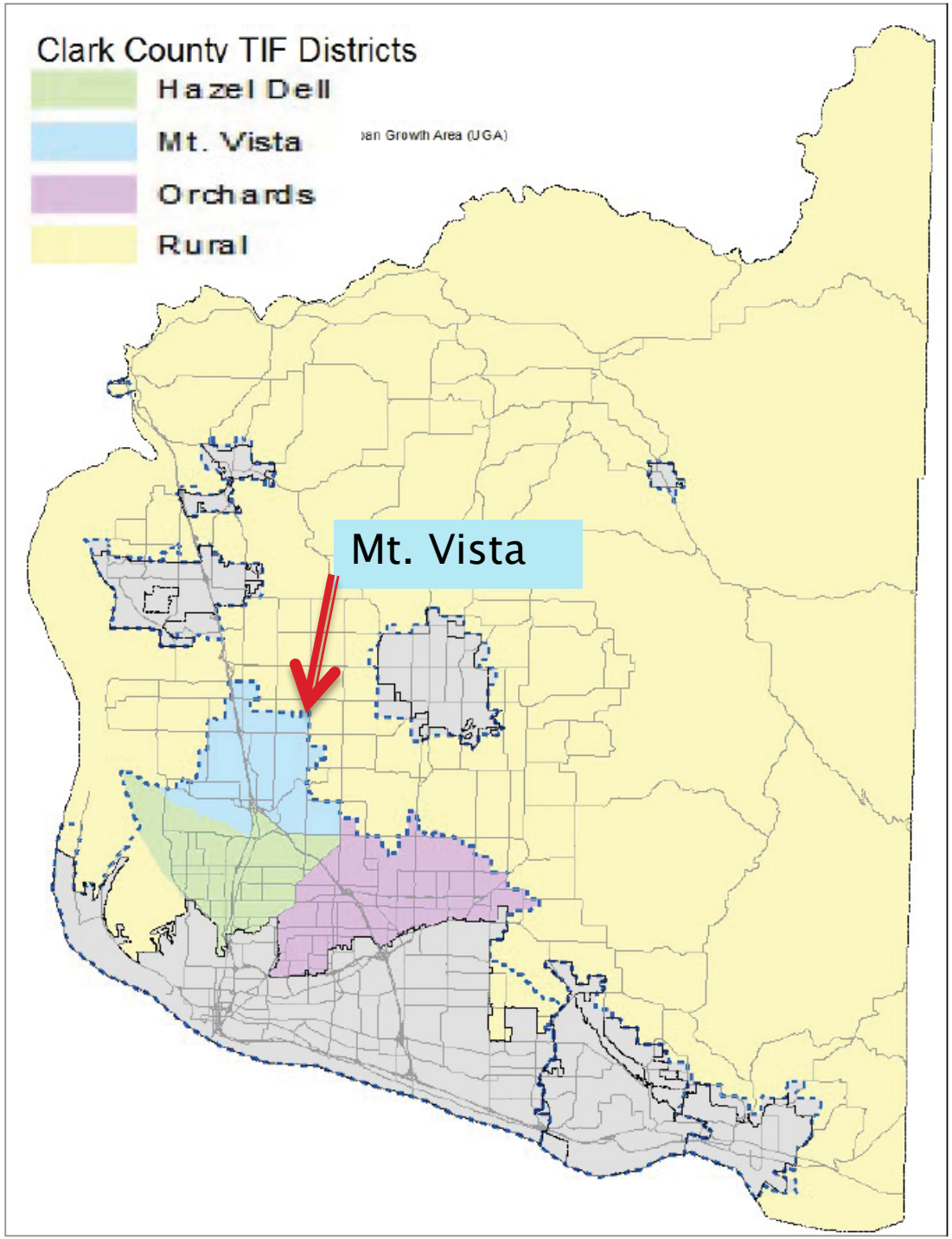
## County Council

## Public Hearing

## August 20, 2019

Ahmad Qayoumi PE
Public Works

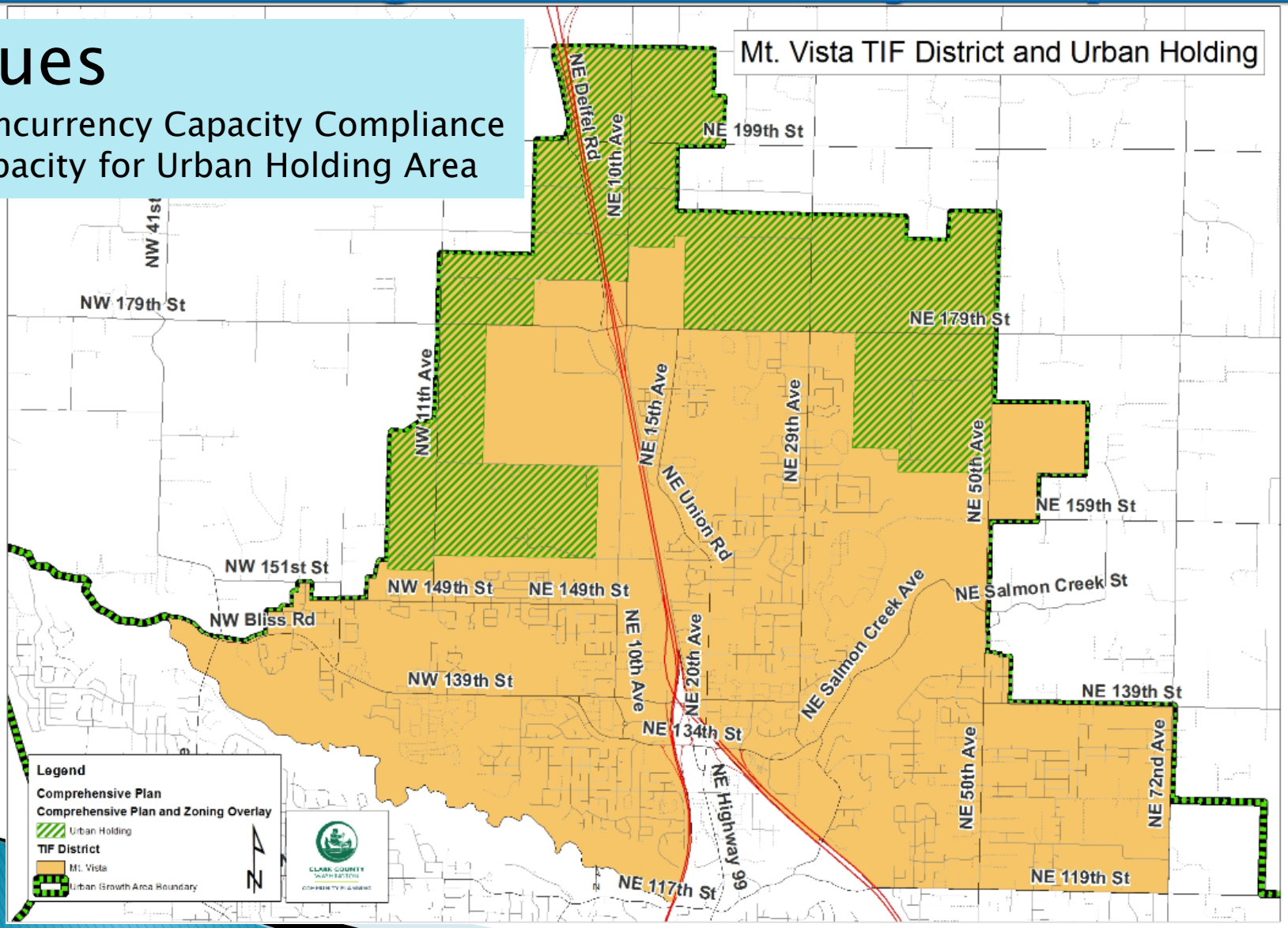
CLARK COUNTY
WASHINGTON


Clark County TIF Districts
Hazel Dell
Mt. Vista
Orchards
Rural
an Growth Area (UGA)
Mt. Vista

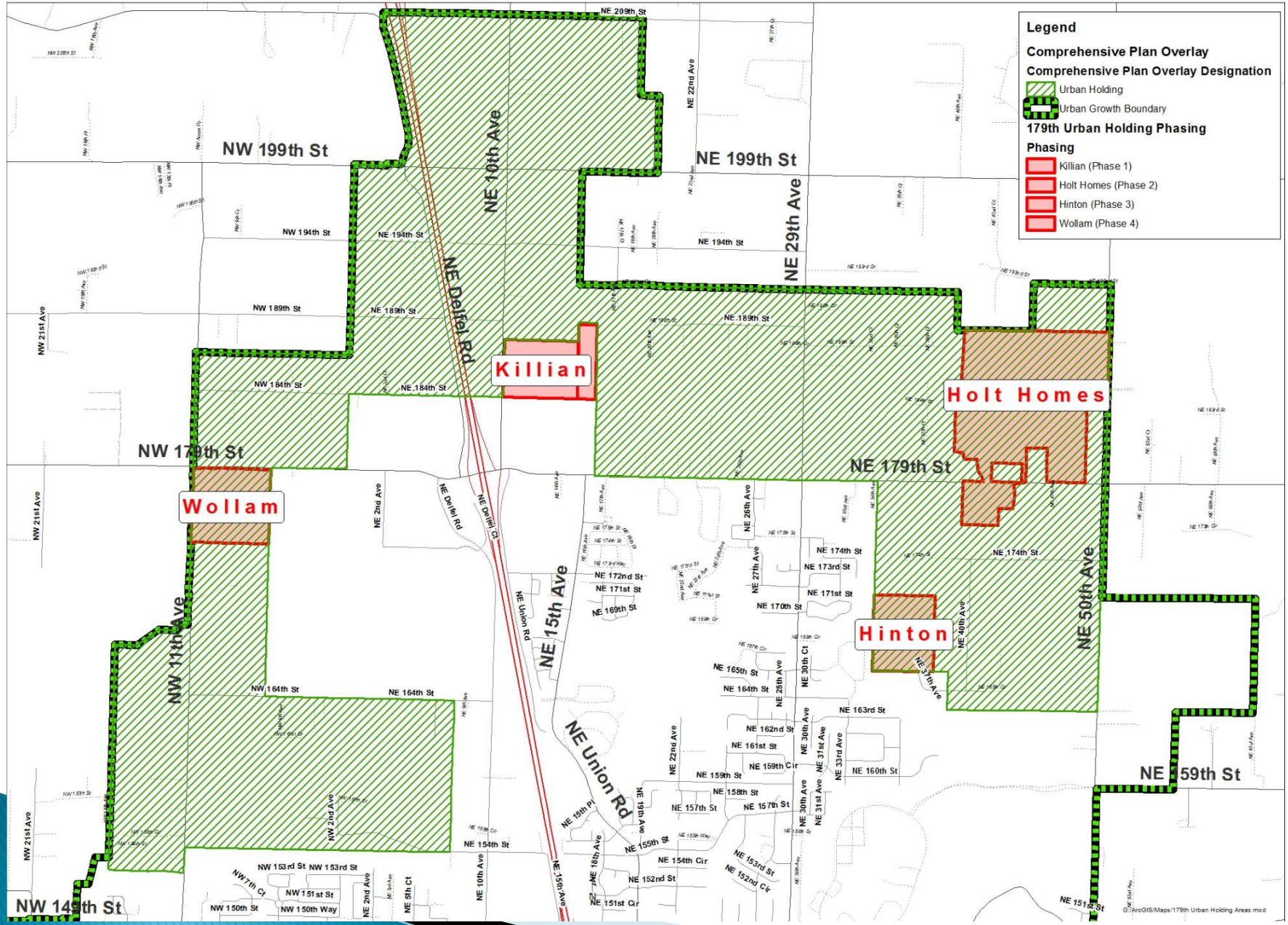
# Urban Holding & Concurrency Compliance

## Issues

1-Concurrency Capacity Compliance
2-Capacity for Urban Holding Area

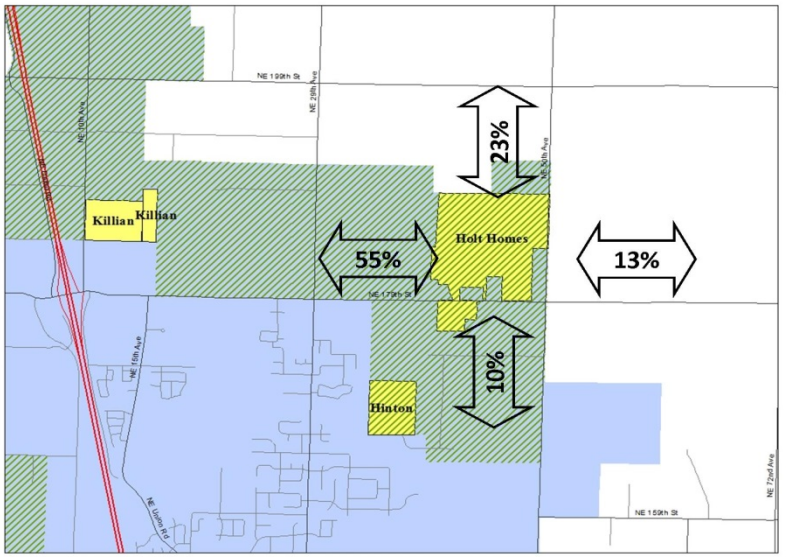


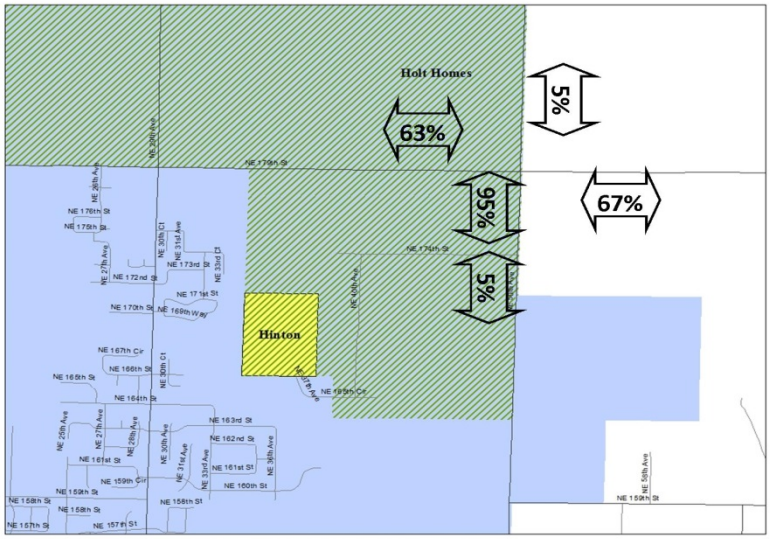
# Location of Four Developments



# Four Development Trip Distributions

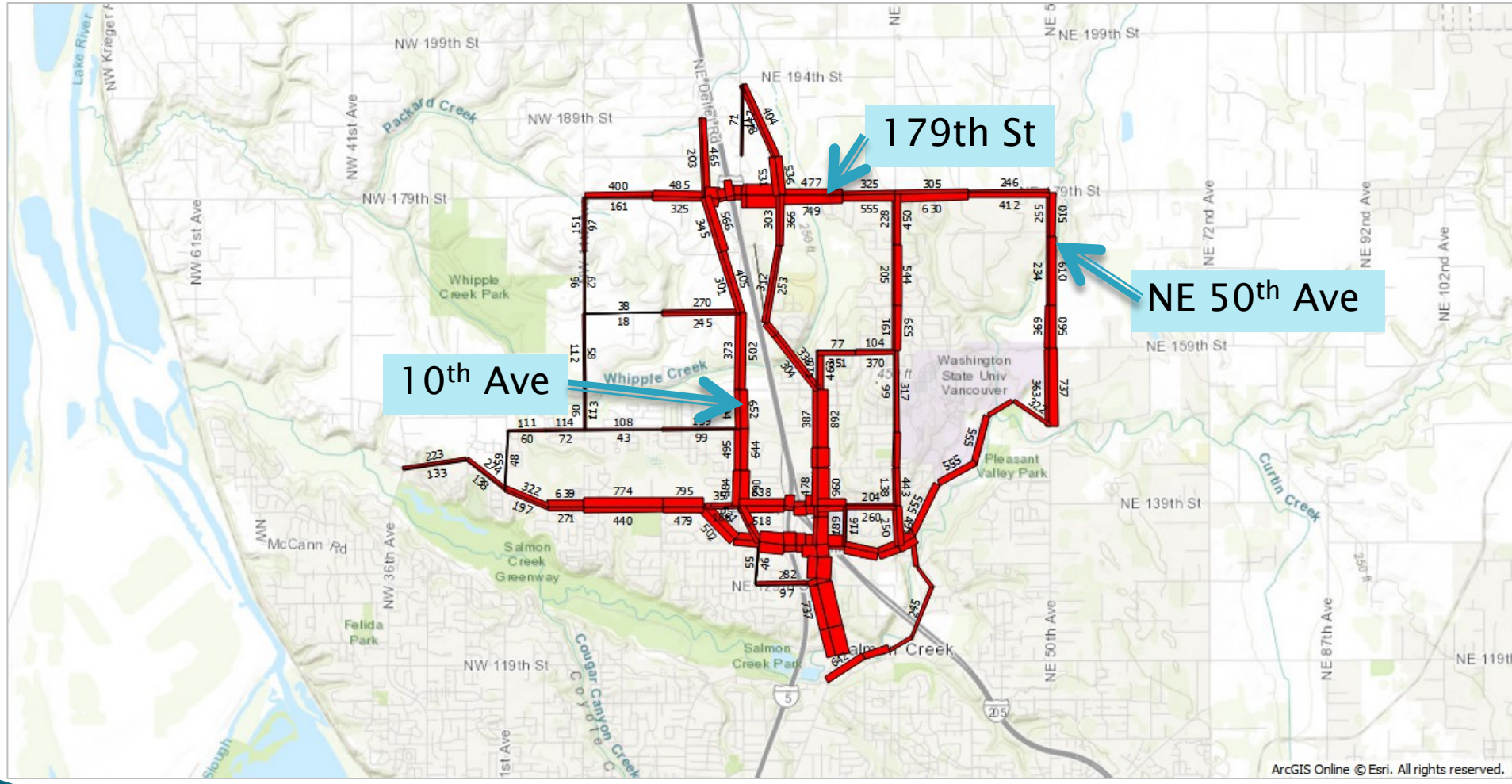





# 2035 Mt. Vista Trip Distribution

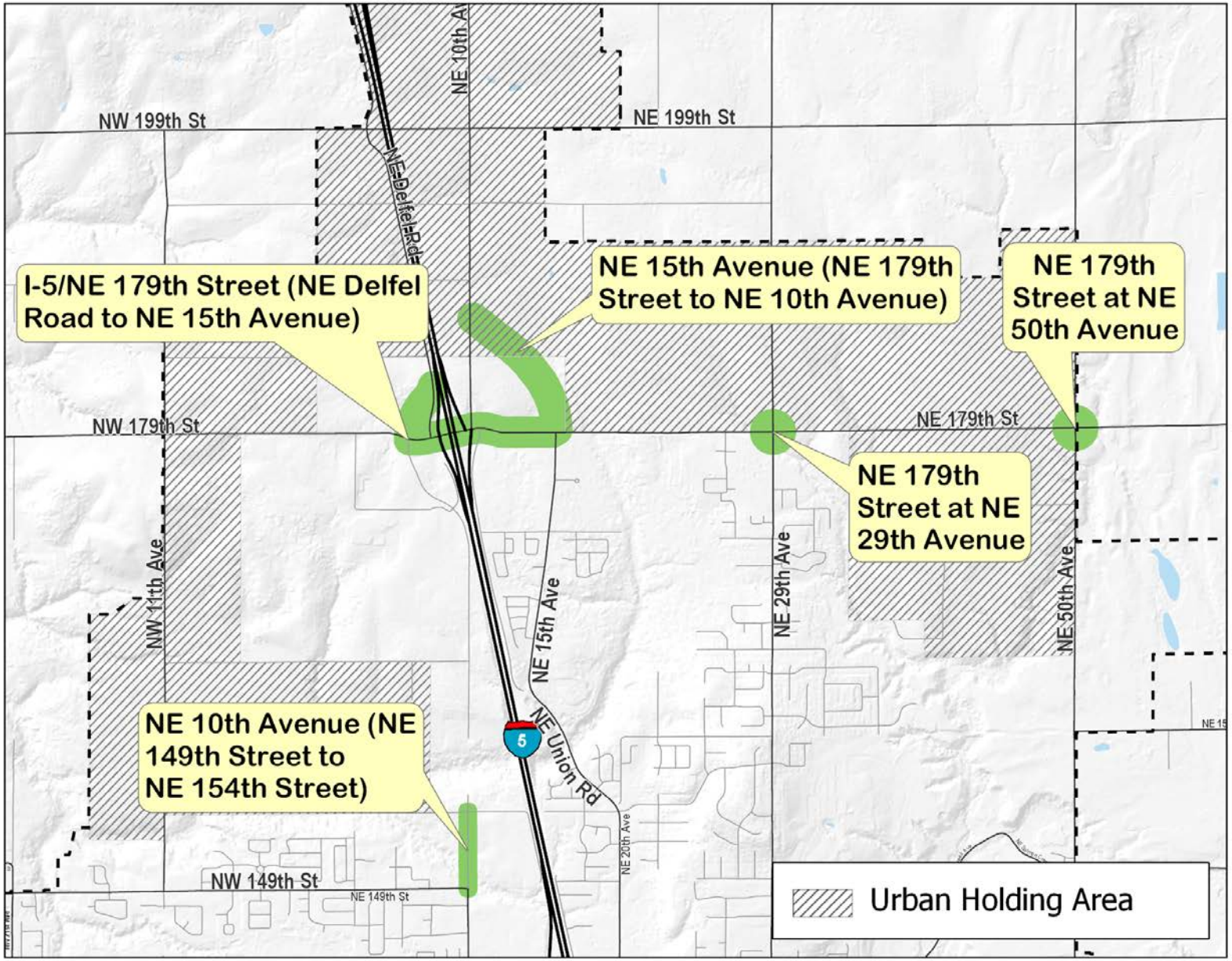


# Concurrency Trip Management

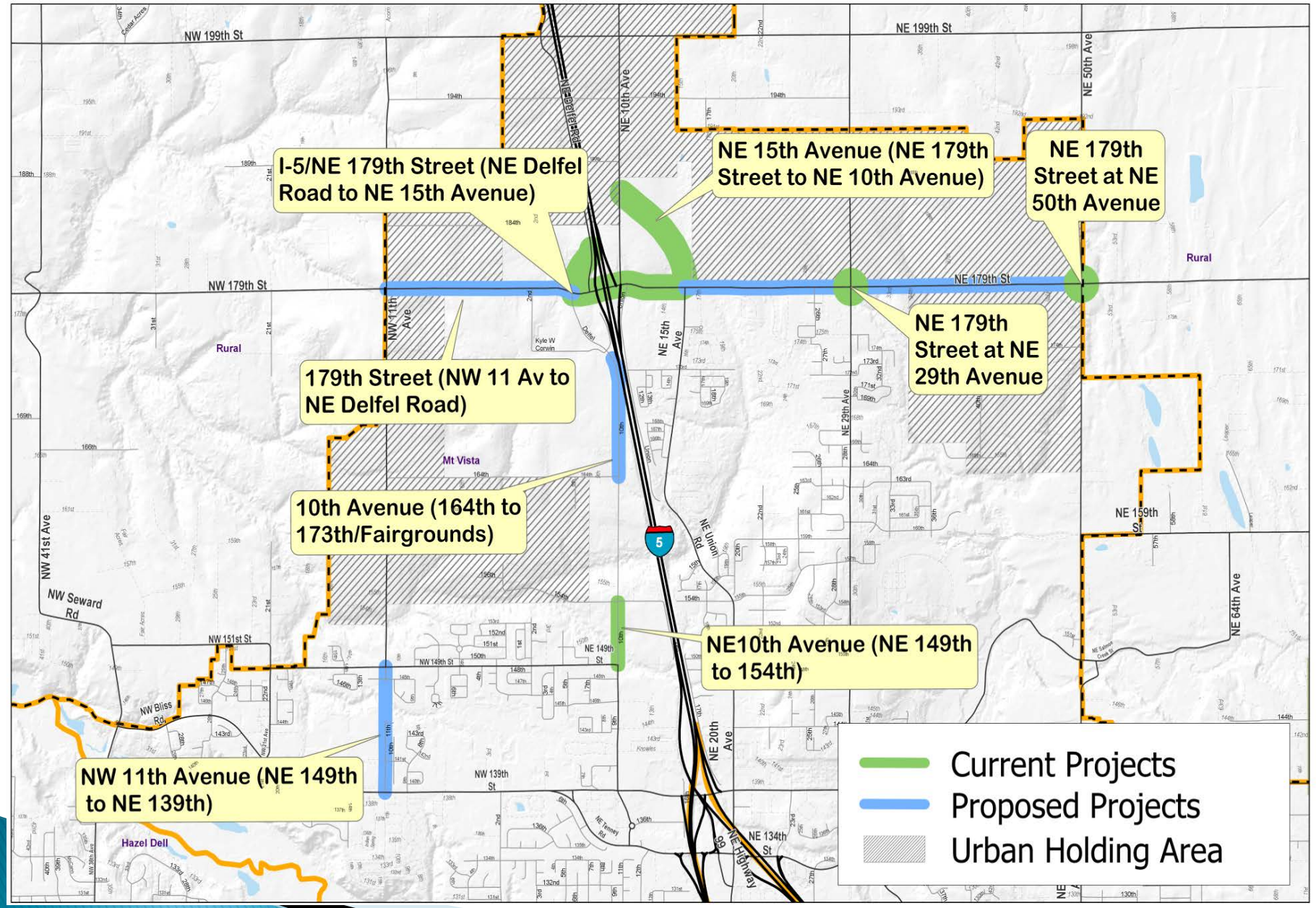



Congestion can occur on regional facilities even if there is no new development in the vicinity. The interchange access can attract trips from new growth throughout the County. Improving regional roads can benefit all.

# Projects Locations-Step 1



# Step 2- Mt. Vista TIF 2020 CFP Update




TIF= Traffic Impact Fees
CFP= Capital Facilities Plan

# Private/Public Partnership

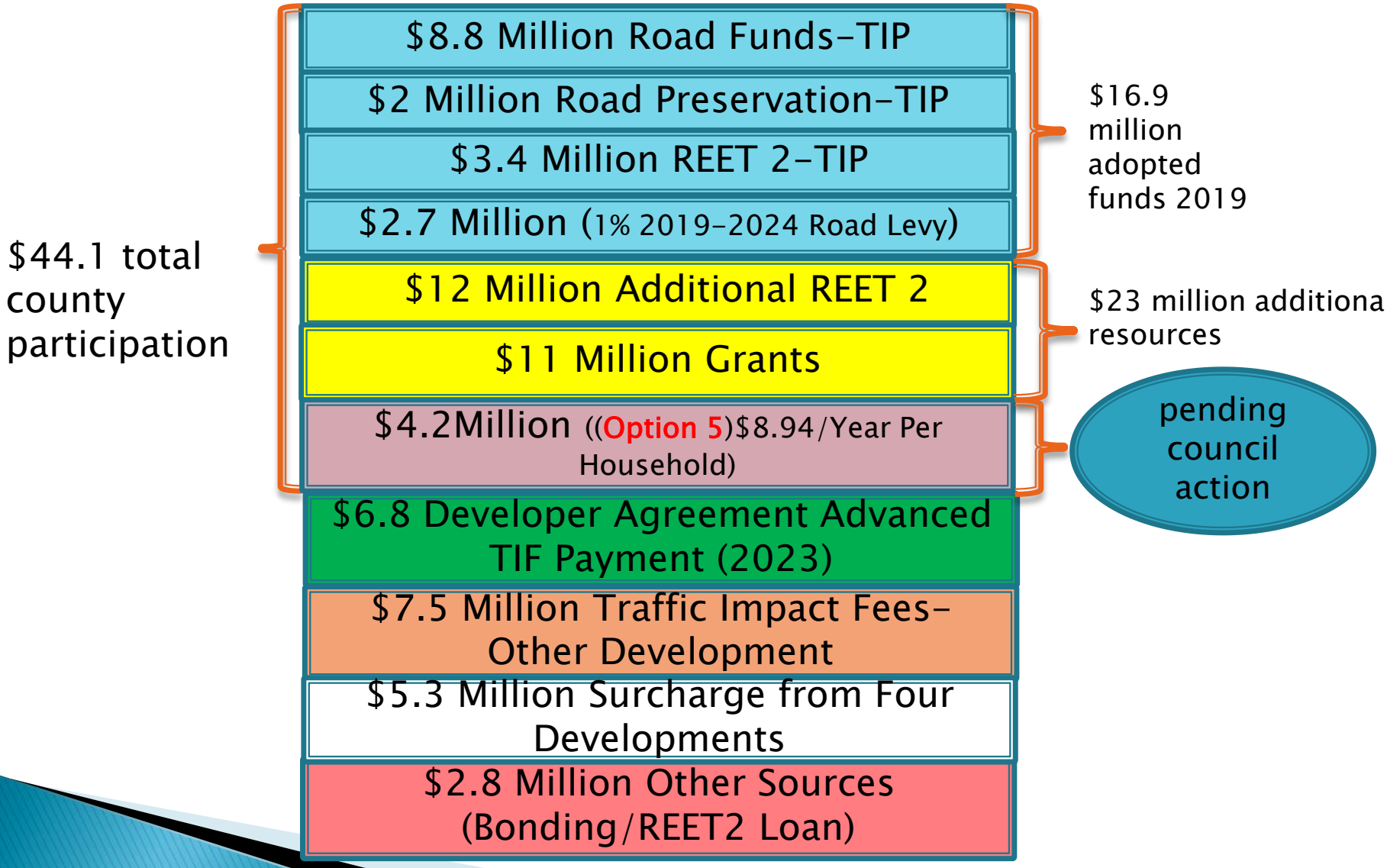
$6.8 million. Projects listed in Capital Facilities Plans as Regionally Significant Projects. Eligible for Traffic Impact Fee credits. The funds will be leveraged as local share to increase grants probability and/or more grants

- Advanced TIF contribution by Developer Agreements due December 31, 2023.
- Development Agreements to be finalized and adopted by council.

| | Advanced TIF | Development Surcharge | Total |
|---|---|---|---|
| | | (Millions) | |
| Holt | $2.9 | $2.3 | $5.2 |
| Hinton | $0.6 | $0.45 | $1.05 |
| Killian Pacific | $1.9 | $1.4 | $3.3 |
| Wollam | $1.4 | $1.1 | $2.5 |
| **TOTAL** | **$6.8** | **$5.25** | **$12.05** |

# Option 5: Road Fund Banked Capacity 2%

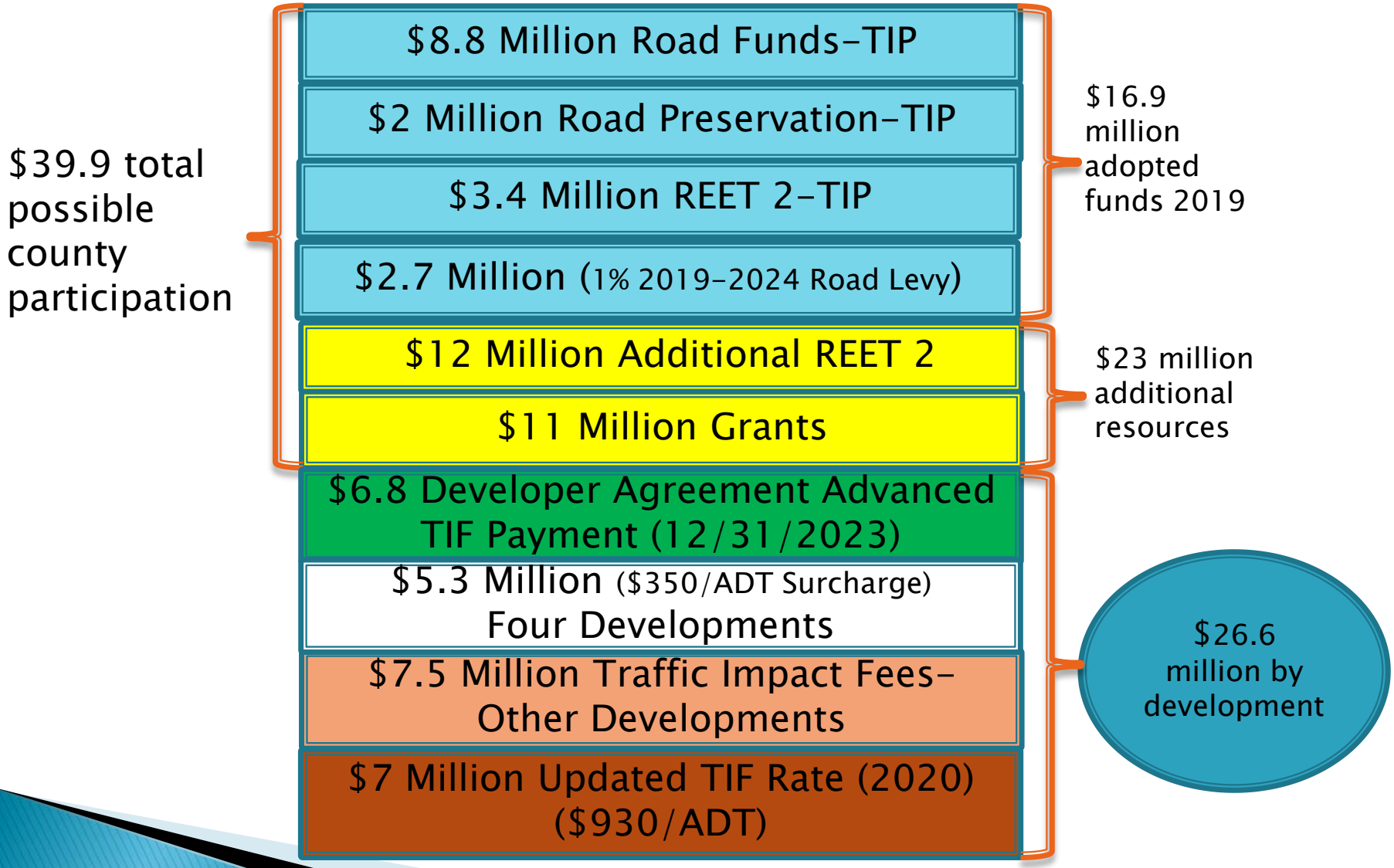
Total Cost $66.5 Million




The Banked Capacity includes the 1% Annual Levy

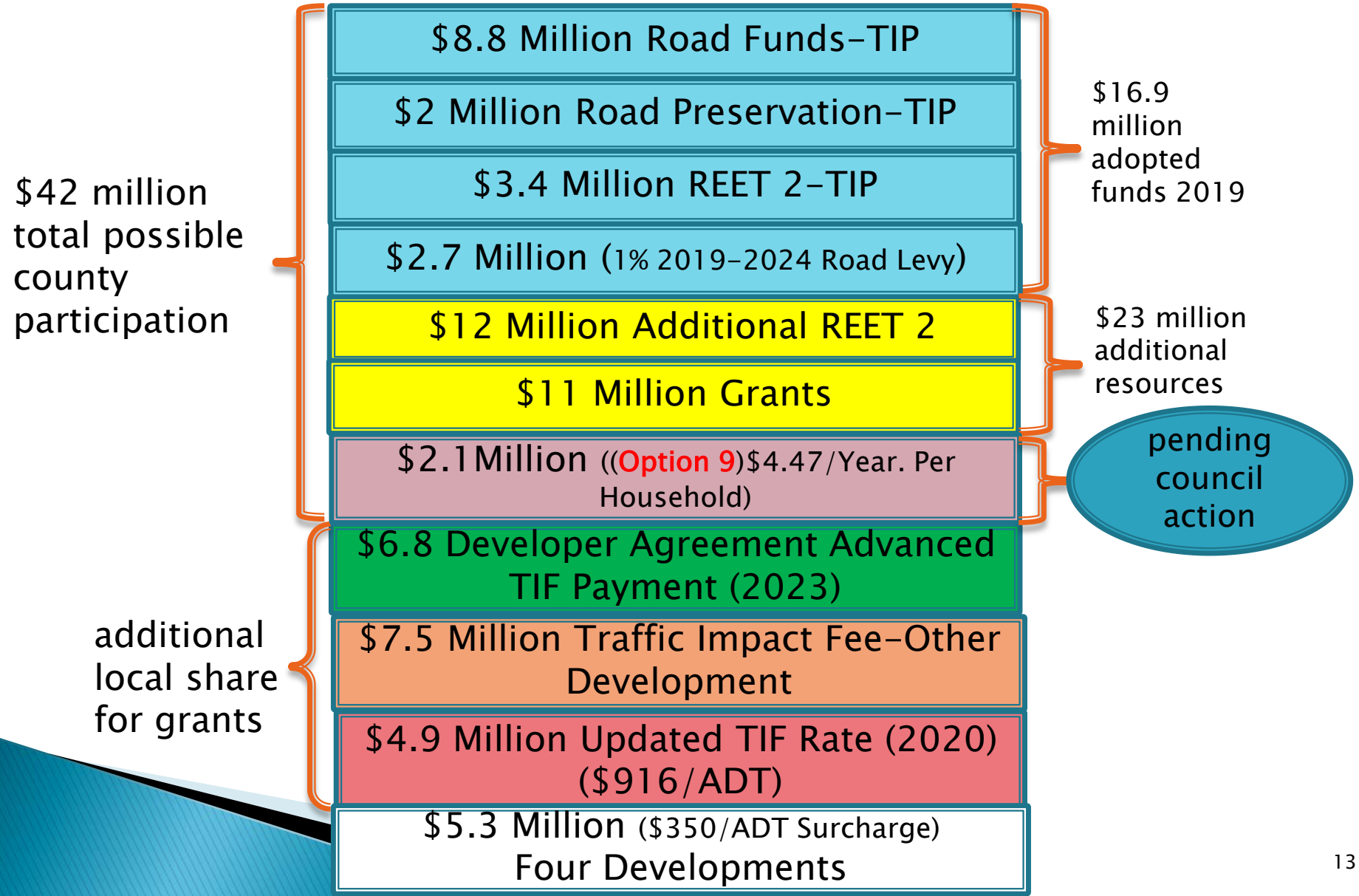
# Option 8: No Levy Increase

## Total Cost $66.5 Million



# Option 9: Road Fund Increase by 1%

Total Cost $66.5 Million



# Funding Increase & Median Household

| OPTIONS | Option Description | Funding Generated in 5-years (2020-2024) | *TOTAL Median Household per year |
|---|---|---|---|
| Option 1 | General Fund Banked Capacity 2.176% (1.176% + 1%) | $ 7,175,000 | $ 7.19 |
| Option 2 | General Fund 1% | $ 3,300,000 | $ 3.30 |
| Option 3 | Road Fund Banked Capacity 5.24% (4.24% + 1%) | $ 11,105,000 | $ 23.80 |
| Option 4 | Road Fund Banked Capacity 3% (2% + 1%) | $ 6,255,000 | $ 13.41 |
| Option 5 | Road Fund Banked Capacity 2% (1% + 1%) | $ 4,170,000 | $ 8.94 |
| Option 6 & 9 | Road Fund 1% | $ 2,085,000 | $ 4.47 |
| Option 7 & 8 | No Tax Levy Increase 0% | $ 0.0 | $ 0.0 |

*Median Household $350,000

The Banked Capacity includes the 1% Annual Levy

# Option #5 Road Fund Banked Capacity 2% (Revenue Projections)

| FUNDING SOURCES | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | TOTAL |
|---|---|---|---|---|---|---|---|
| Pavement Preservation | $2,000,000 | $ - | $ - | $ - | $ - | $ - | **$2,000,000** |
| Road Fund | $1,473,833 | $1,473,833 | $1,473,833 | $1,473,833 | $1,473,833 | $1,467,835 | **$8,837,000** |
| *TIF | $1,250,000 | $300,000 | $400,000 | $1,350,000 | $1,850,000 | $2,350,000 | **$7,500,000** |
| REET 2 | $3,400,000 | $ - | $ - | $ - | $ - | $ - | **$3,400,000** |
| ADDT'L REET | $ - | $2,400,000 | $2,400,000 | $2,400,000 | $2,400,000 | $2,400,000 | **$12,000,000** |
| Grants | $ - | $300,000 | $2,000,000 | $5,000,000 | $1,500,000 | $2,200,000 | **$11,000,000** |
| Road Fund levy (Adopted in 2018) | $447,081 | $447,584 | $447,584 | $447,584 | $447,584 | $447,583 | **$2,685,000** |
| **TOTAL** | $8,570,914 | $4,921,417 | $6,721,417 | $10,671,417 | $7,671,417 | $8,865,418 | **$47,422,000** |
| **ADDITIONAL FUNDING SOURCES** | | | | | | | |
| *Developer Advanced Payment | $ - | $1,700,000 | $1,700,000 | $1,700,000 | $1,700,000 | $ - | **$6,800,000** |
| Road Fund (1%+1%) | $ - | $834,000 | $834,000 | $834,000 | $834,000 | $834,000 | **$4,170,000** |
| Bonding (*Re-payment with Update TIF*) | $ - | $ - | $ - | $ - | $ - | $8,130,000 | **$8,130,000** |
| **TOTAL** | $ - | $2,534,000 | $2,534,000 | $2,534,000 | $2,534,000 | $8,964,000 | **$19,100,000** |
| | | | | | | | |
| **GRAND TOTAL** | **$8,570,914** | **$7,455,417** | **$9,255,417** | **$13,205,417** | **$10,205,417** | **$17,829,418** | **$66,522,000** |
| * Collected at the time of Building Permit | | | | | | | |

# Option #8 No Levies, with TIF increase (Revenue Projections)

| FUNDING SOURCES | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | TOTAL |
|---|---|---|---|---|---|---|---|
| Pavement Preservation | $ 2,000,000 | $ - | $ - | $ - | $ - | $ - | $ 2,000,000 |
| Road Fund | $ 1,473,833 | $ 1,473,833 | $ 1,473,833 | $ 1,473,833 | $ 1,473,833 | $ 1,467,835 | $ 8,837,000 |
| *TIF | $ 1,250,000 | $ 300,000 | $ 400,000 | $ 1,350,000 | $ 1,850,000 | $ 2,350,000 | $ 7,500,000 |
| REET 2 | $ 3,400,000 | $ - | $ - | $ - | $ - | $ - | $ 3,400,000 |
| ADDT'L REET 2 | $ - | $ 2,400,000 | $ 2,400,000 | $ 2,400,000 | $ 2,400,000 | $ 2,400,000 | $ 12,000,000 |
| Grants | $ - | $ 300,000 | $ 2,000,000 | $ 5,000,000 | $ 1,500,000 | $ 2,200,000 | $ 11,000,000 |
| Road Fund levy | $ 447,081 | $ 447,584 | $ 447,584 | $ 447,584 | $ 447,584 | $ 447,583 | $ 2,685,000 |
| TOTAL | $ 8,570,914 | $ 4,921,417 | $ 6,721,417 | $ 10,671,417 | $ 7,671,417 | $ 8,865,418 | $ 47,422,000 |
| ADDITIONAL FUNDING SOURCES | | | | | | | |
| *Developer Contributions | $ - | $ 1,700,000 | $ 1,700,000 | $ 1,700,000 | $ 1,700,000 | $ - | $ 6,800,000 |
| No Tax Levy Increases | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| *Development Surcharge | $ - | $ - | $ - | $ - | $ - | $ 5,300,000 | $ 5,300,000 |
| *TIF increase $325 | $ - | $ - | $ 470,588 | $ 1,588,235 | $ 2,176,471 | $ 2,764,706 | $ 7,000,000 |
| TOTAL | $ - | $ 1,700,000 | $ 2,170,588 | $ 3,288,235 | $ 3,876,471 | $ 8,064,706 | $ 19,100,000 |
| | | | | | | | |
| GRAND TOTAL | $ 8,570,914 | $ 6,621,417 | $ 8,892,005 | $ 13,959,652 | $ 11,547,888 | $ 16,930,124 | $ 66,522,000 |

* Collected at the time of Building Permit **Repayment for any bonding or borrowing from REET2

# OPTION 9 - 1% ROAD FUND LEVY with TIF Increase (Revenue Projections)

| FUNDING SOURCES | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | TOTAL |
|---|---|---|---|---|---|---|---|
| Pavement Preservation | $ 2,000,000 | $ - | $ - | $ - | $ - | $ - | $ 2,000,000 |
| Road Fund | $ 1,473,833 | $ 1,473,833 | $ 1,473,833 | $ 1,473,833 | $ 1,473,833 | $ 1,467,835 | $ 8,837,000 |
| *TIF | $ 1,250,000 | $ 300,000 | $ 400,000 | $ 1,350,000 | $ 1,850,000 | $ 2,350,000 | $ 7,500,000 |
| REET 2 | $ 3,400,000 | $ - | $ - | $ - | $ - | $ - | $ 3,400,000 |
| ADDT'L REET 2 | $ - | $ 2,400,000 | $ 2,400,000 | $ 2,400,000 | $ 2,400,000 | $ 2,400,000 | $12,000,000 |
| Grants | $ - | $ 300,000 | $ 2,000,000 | $ 5,000,000 | $ 1,500,000 | $ 2,200,000 | $11,000,000 |
| Road Fund levy | $ 447,081 | $ 447,584 | $ 447,584 | $ 447,584 | $ 447,584 | $ 447,583 | $ 2,685,000 |
| TOTAL | $ 8,570,914 | $ 4,921,417 | $ 6,721,417 | $ 10,671,417 | $ 7,671,417 | $ 8,865,418 | $47,422,000 |
| ADDITIONAL FUNDING SOURCES | | | | | | | |
| Road Fund 1% | $ - | $ 417,000 | $ 417,000 | $ 417,000 | $ 417,000 | $ 417,000 | $ 2,085,000 |
| Developer Contributions | $ - | $ 1,700,000 | $ 1,700,000 | $ 1,700,000 | $ 1,700,000 | $ - | $ 6,800,000 |
| *Development Surcharge | $ - | $ - | $ - | $ - | $ - | $ 5,295,500 | $ 5,295,500 |
| *TIF increase $311 | $ - | $ - | $ 330,723 | $ 1,116,189 | $ 1,529,592 | $ 1,942,996 | $ 4,919,500 |
| TOTAL | $ - | $ 2,147,584 | $ 2,478,307 | $ 3,263,773 | $ 3,667,176 | $ 7,686,079 | $19,100,000 |
| | | | | | | | |
| GRAND TOTAL | $8,570,914 | $7,038,417 | $9,169,140 | $13,907,606 | $11,318,009 | $16,520,914 | $66,522,000 |

* Collected at the time of Building Permit

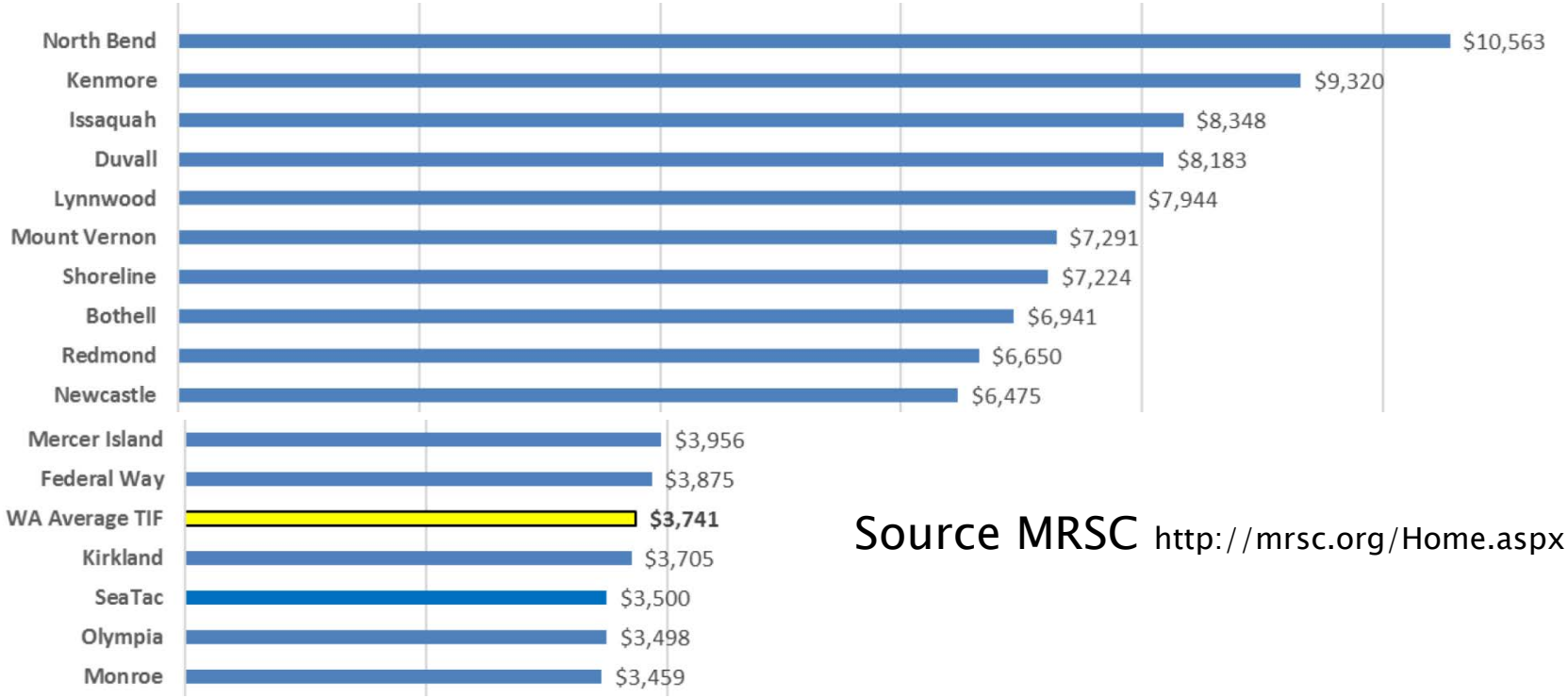
# Projected Expenditures

| | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | TOTAL |
|---|---|---|---|---|---|---|---|
| **I-5/NE 179th Street (NE Delfel Road – NE 15th Avenue · CRP 390222)** | | | | | | | |
| · Design | $ 100,000 | $ 731,000 | $ 1,100,000 | $ 1,100,000 | $ 400,000 | $ – | $ 3,431,000 |
| · Right of Way | $ 1,000,000 | | $ 400,000 | $ 400,000 | $ 200,000 | $ – | $ 2,000,000 |
| · Construction | $ – | $ – | $ – | $ – | $ 1,000,000 | $ 19,614,000 | $20,614,000 |
| TOTAL | $ 1,100,000 | $ 731,000 | $ 1,500,000 | $ 1,500,000 | $ 1,600,000 | $ 19,614,000 | $26,045,000 |
| | | | | | | | |
| **NE 15th Avenue (NE 179th Street – NE 10th Avenue · CRP 372222)** | | | | | | | |
| · Design | $ 200,000 | $ 550,000 | $ 1,040,000 | $ – | $ – | $ – | $ 1,790,000 |
| · Right of Way | $ – | $ 125,000 | $ 125,000 | $ – | $ – | $ – | $ 250,000 |
| · Construction | $ – | $ – | $ – | $ 10,000,000 | $ 2,950,000 | $ – | $12,950,000 |
| TOTAL | $ 200,000 | $ 675,000 | $ 1,165,000 | $ 10,000,000 | $ 2,950,000 | $ – | $14,990,000 |
| | | | | | | | |
| **NE 10th Avenue (NE 149th Street – NE 154th Street · CRP 323322)** | | | | | | | |
| · Design | $ 757,000 | $ 30,000 | $ – | $ – | $ – | $ – | $ 787,000 |
| · Right of Way | $ 1,000,000 | $ 200,000 | $ – | $ – | $ – | $ – | $ 1,200,000 |
| · Construction | $ – | $ 3,000,000 | $ 5,500,000 | $ – | $ – | $ – | $ 8,500,000 |
| TOTAL | $ 1,757,000 | $ 3,230,000 | $ 5,500,000 | $ – | $ – | $ – | $10,487,000 |
| | | | | | | | |
| **NE 179th Intersections at NE 29th Avenue & NE 50th Avenue** | | | | | | | |
| · Design | $ 100,000 | $ 850,000 | $ 900,000 | $ 100,000 | $ – | $ – | $ 1,950,000 |
| · Right of Way | $ – | $ 850,000 | $ 2,500,000 | $ 100,000 | $ – | $ – | $ 3,450,000 |
| · Construction | $ – | $ – | $ – | $ – | $ 5,600,000 | $ 4,000,000 | $ 9,600,000 |
| TOTAL | $ 100,000 | $ 1,700,000 | $ 3,400,000 | $ 200,000 | $ 5,600,000 | $ 4,000,000 | $15,000,000 |
| | | | | | | | |
| GRAND TOTAL | $3,157,000 | $6,336,000 | $11,565,000 | $11,700,000 | $10,150,000 | $23,614,000 | $66,522,000 |

# List of Potential Risks

| Potential Risks | Result |
|---|---|
| 1. Downturn of economy - Real Estate Excise Tax comes in lower than forecasted | Projects would be delayed |
| 2. Grants are not awarded as projected | Projects would be delayed |
| 3. Traffic Impact Fees come in lower than forecasted | Projects would be delayed |
| 4. Development Agreements not executed | Projects would be delayed |
| 5. Project cost increase | Additional funding will need to be found and potential of project being delayed |
| 6. State funds are not awarded | Delay of 179th Street interchange improvements |

# TIF Rate – Other Jurisdictions




Source MRSC http://mrsc.org/Home.aspx

TIF Amount for a Single Family Dwelling
($930/ADT * 10ADT/Dwelling= $9,300

ADT=(Average Daily Trip)

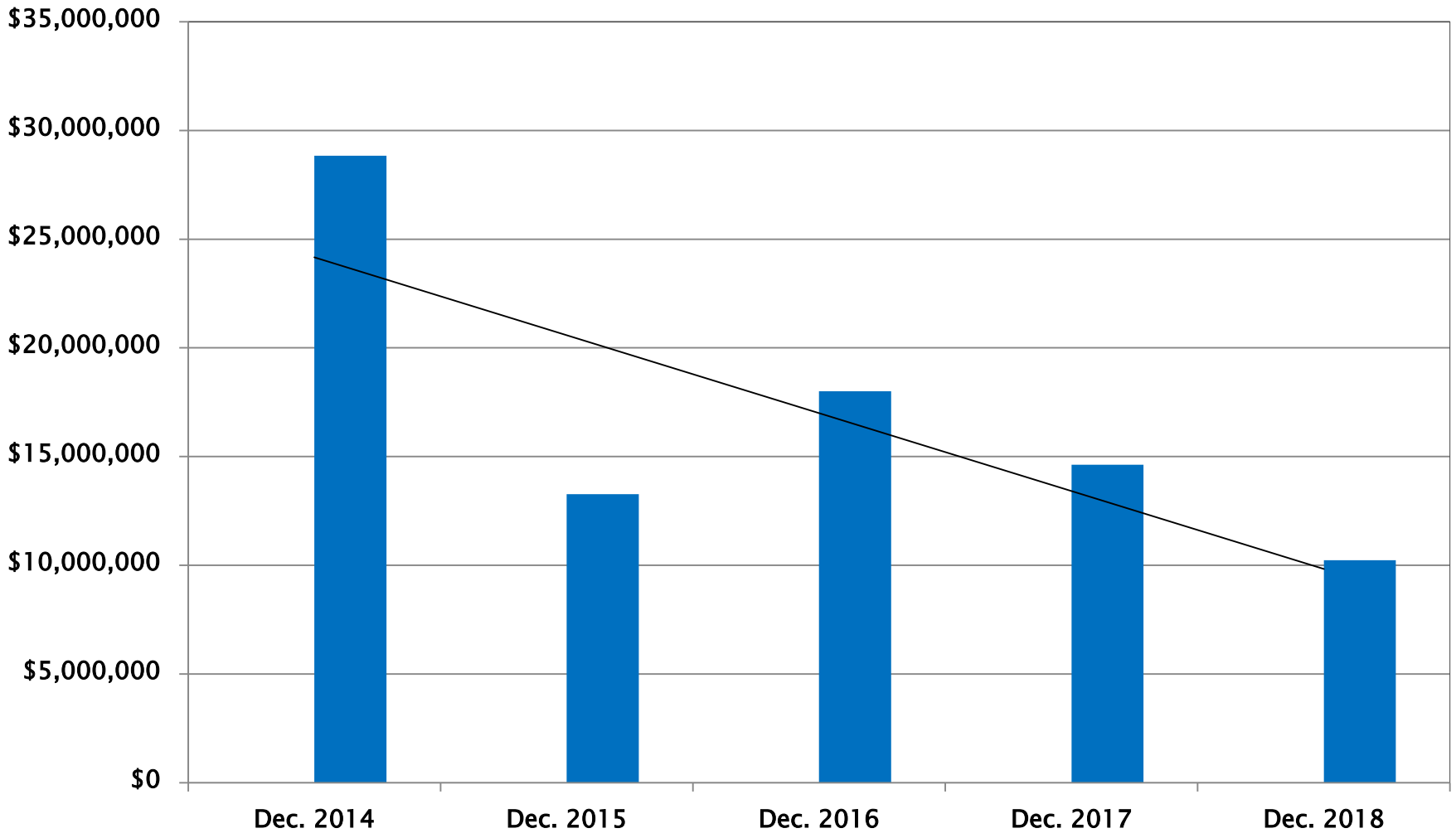
# Recap of Subcommittee Meetings:

- January 23, 2019 Council work session on 179th Urban Holding update – council authorized committee formation
- February 4, 11, 25, 2019, 179th Street Committee analyzed the following:
  - Develop strategies for lifting Urban Holding
  - Analyze all revenue sources to provide the majority of funding without jeopardizing the other TIP projects
  - Review financing scenarios
  - Ensure development projects comply with transportation concurrency
  - Review of various Road Fund levy scenarios
  - Developer surcharge
  - Bonding scenarios

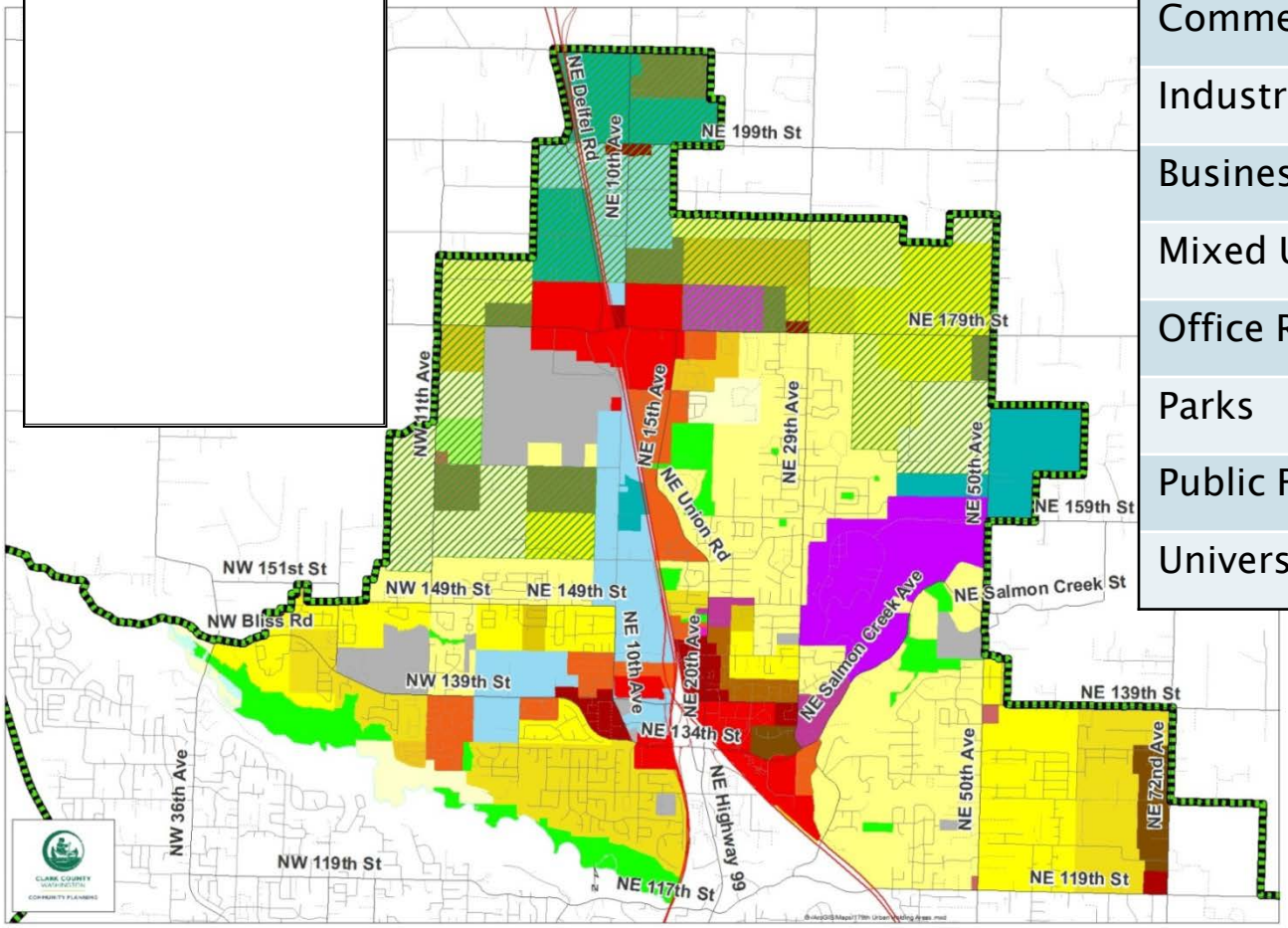
**GOAL:**

- Bring the 179th Street area into compliance with concurrency
- Retain developer proportionate share of $6.8 million
- Reasonably fund projects in the six year Transportation Program
- Lift Urban Holding in the 179th Street area

# Road Fund Balance – five years (2014 - 2018)



# Mt. Vista Zoning




| Zoning Districts | Acres |
|---|---|
| Single Family Residential | 4,515 |
| Multi-Family Residential | 635 |
| Commercial | 524 |
| Industrial | 600 |
| Business Park | 537 |
| Mixed Use | 262 |
| Office Residential | 127 |
| Parks | 344 |
| Public Facilities | 413 |
| University | 380 |

# Economic Development Metrics (to Build-Out)

| | UH – Urban Holding | Full Study Area (Discovery Corridor) |
|---|---|---|
| **Land** | • 2,100 acres total<br>• 833 acres VBLM<br>• 231 acres C/I zoned | • 5,300 acres total<br>• 1,114 acres VBLM<br>• 408 acres C/I zoned |
| **Added Jobs @ Build-Out** | • 2,850 direct<br>• 4,000 w/multiplier | • 5,550 direct<br>• 7,670 w/multiplier |
| **More Housing** | • 4,815 housing units | • 5,650 housing units |
| **Tax Revenues (local & state)** | • $188m construction<br>• $23m / yr on-going | • $239m construction<br>• $34m / yr on-going |

C = Commercial, I = Industrial

**Observations: UH has the bulk of buildable land and housing potential, rest of study area pivotal for jobs**

Source: Hovee Report, 2018

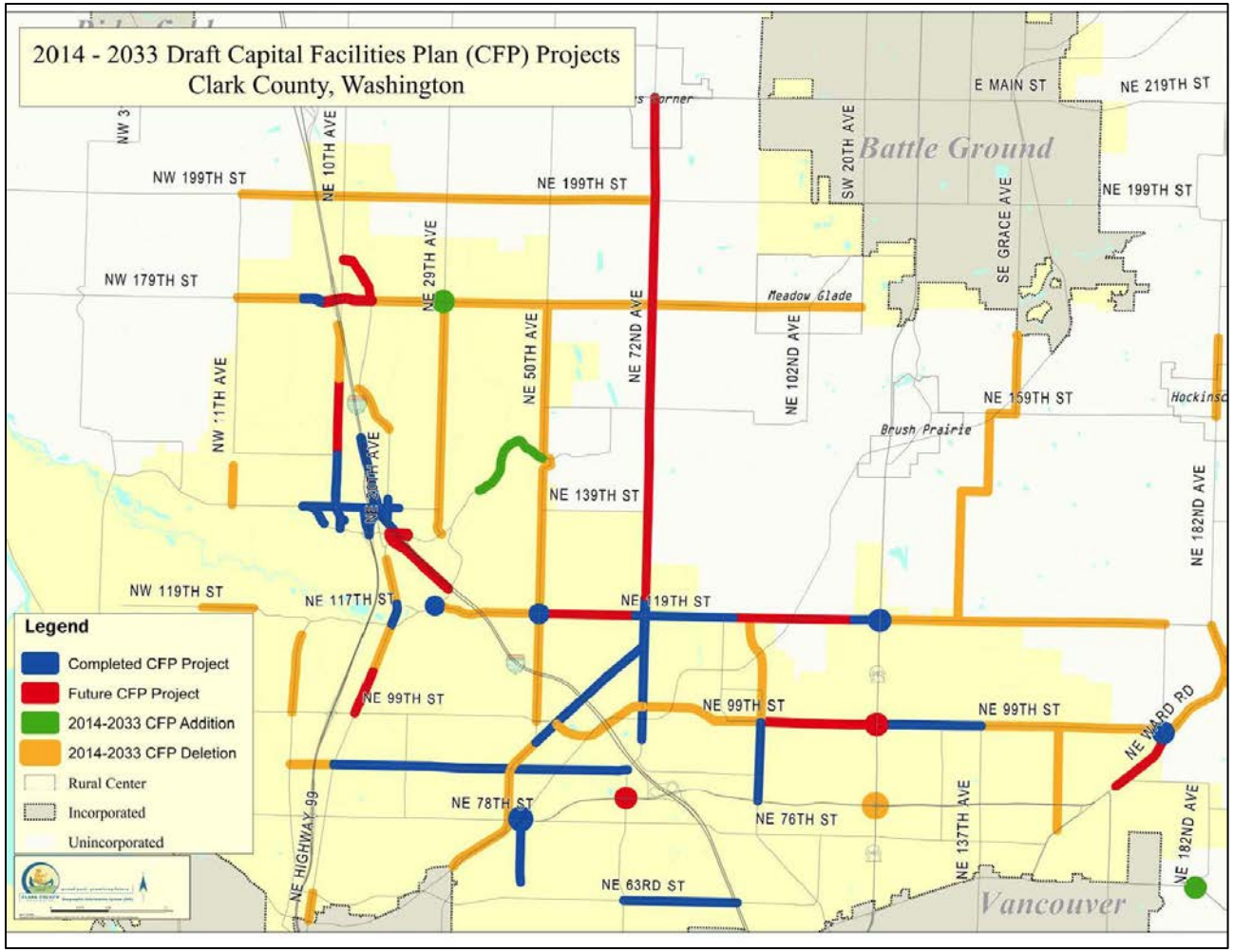
# GMA and Concurrency

- RCW36.70A.070(6)(b):
  - …local jurisdictions must adopt and enforce ordinances which prohibit development approval if the development causes the level of service on a locally owned transportation facility to decline below the standards adopted in the transportation element of the comprehensive plan, unless transportation improvements or strategies to accommodate the impacts of development are made concurrent with the development. These strategies may include increased public transportation service, ride-sharing programs, demand management, and other transportation systems management strategies.
  - For the purposes of this subsection (6), "concurrent with the development" means that improvements or strategies are in place at the time of development, or that a financial commitment is in place to complete the improvements or strategies within six years. If the collection of impact fees is delayed under RCW 82.02.050(3), the six-year period required by this subsection (6)(b) must begin after full payment of all impact fees is due to the county or city.

# Clark County and Concurrency

- Determines whether the impacts of a proposed development can be met through existing capacity and/or to decide what level of additional facilities will be required
- Level of Service (LOS) Standards:
  - Arterials and Collectors: "roadway volume to capacity ratio" with a maximum of 90%
  - Signalized intersections: two cycle lengths or 240 seconds of delay
  - Unsignalized intersections: level of service E (35-50 seconds of delay)
- Developments may be denied if LOS standards cannot be met
- Clark County has not denied developments in Mt. Vista area, but the concurrency mitigation (capacity improvements) has deterred development
- Capital projects that are reasonably funded within six years can be considered as providing capacity to meet concurrency
- Six-year TIP declares reasonable funding
- No new transportation capacity is available for new developments
- Urban holding allows development to occur, but not at urban densities

# 2014 Concurrency Amendment




$152 million of improvements were removed from the TIF district

TIF rate was reduced from $764 per trip to $536 per trip



# 2014 CFP in Mt. Vista

- Ordinance 2014-08-09. Amended Concurrency Standards.
  - Level of service changed from time delay to volume-to-capacity
- Ordinance 2014-11-03. Revised Capital Facilities Plan.
  - Capital Facilities Plan reduced by 30% to $532 million

| Project | CFP Amendment |
|---|---|
| NE 179th St.: NE 15th Ave to Battle Ground UGA | Removed |
| NW 179th St.: NW 11th Ave to Delfel Rd. | Removed |
| NW & NE 199th St.: NW 11th Ave. to NE 72nd Ave | Removed |
| NE 10th Ave.: NE 164th St. to Fairgrounds Entrance | Removed |
| NW 11th Ave.: NE 139th St. to NE 149th St. | Removed |
| NE 29th Ave.: NE Salmon Creek Ave to NE 179th St. | Removed |
| NE 50th Ave.: NE 99th St. to NE 179th St. | Removed |

# Road Funds allocations for the next 6 years

| Option 5 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | TOTAL |
|---|---|---|---|---|---|---|---|
| Road Fund Allocated | $1,473,833 | $1,473,833 | $1,473,833 | $1,473,833 | $ 1,473,833 | $1,467,835 | **$8,837,000** |
| Road Fund Levy (Adopted in 2018) | $ 447,081 | $ 447,584 | $ 447,584 | $ 447,584 | $ 447,584 | $ 447,583 | **$2,685,000** |
| Road Fund (1%+1%) | $ 0 | $834,000 | $834,000 | $834,000 | $834,000 | $834,000 | **$4,170,000** |
| **Total** | $1,920,914 | $2,755,417 | $2,755,417 | $2,755,417 | $2,755,417 | $2,749,418 | **$15,692,000** |

| Option 8 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | TOTAL |
|---|---|---|---|---|---|---|---|
| Road Fund Allocated | $1,473,833 | $1,473,833 | $1,473,833 | $1,473,833 | $ 1,473,833 | $1,467,835 | **$8,837,000** |
| Road Fund levy (Adopted in 2018) | $ 447,081 | $ 447,584 | $ 447,584 | $ 447,584 | $ 447,584 | $ 447,583 | **$2,685,000** |
| No Tax Levy Increases | $ 0 | $ 0 | $ 0 | $ 0 | $ 0 | $ 0 | **$ 0** |
| **Total** | $1,920,914 | $1,920,917 | $1,920,917 | $1,920,917 | $1,920,917 | $1,920,917 | **$11,522,000** |

| Option 9 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | TOTAL |
|---|---|---|---|---|---|---|---|
| Road Fund Allocated | $1,473,833 | $1,473,833 | $1,473,833 | $1,473,833 | $ 1,473,833 | $1,467,835 | **$8,837,000** |
| Road Fund Levy (Adopted in 2018) | $ 447,081 | $ 447,584 | $ 447,584 | $ 447,584 | $ 447,584 | $ 447,583 | **$2,685,000** |
| Road Fund Levy 1% | $ 0 | $ 417,000 | $ 417,000 | $ 417,000 | $ 417,000 | $ 417,000 | **$ 2,085,000** |
| **Total** | $1,920,914 | $2,338,417 | $2,338,417 | $2,338,417 | $2,338,417 | $2,338,418 | **$13,607,000** |

# Kittleson Traffic Study Findings

- Presentation given on July 11, 2018 at Clark County Council Work Session
  - Studied transportation improvements needed for only the four development proposals, not the entire urban holding area
  - Analyzed the phasing of improvements, particularly the reconnection of 10th Avenue with Northeast 179th Street



# Proportionality

Impact fees are governed by GMA statutes at RCW 82.02.050-090.
Counties that plan under GMA may impose impact fees

- but **the financing for system developments**
- **to serve new development**
- **must provide for a balance between impact fees and other sources of public funds**
- **and cannot rely solely on impact fees.**

RCW 82.02.050(2).

# Proportionality (continued)

**Impact fees shall not exceed a proportionate share**

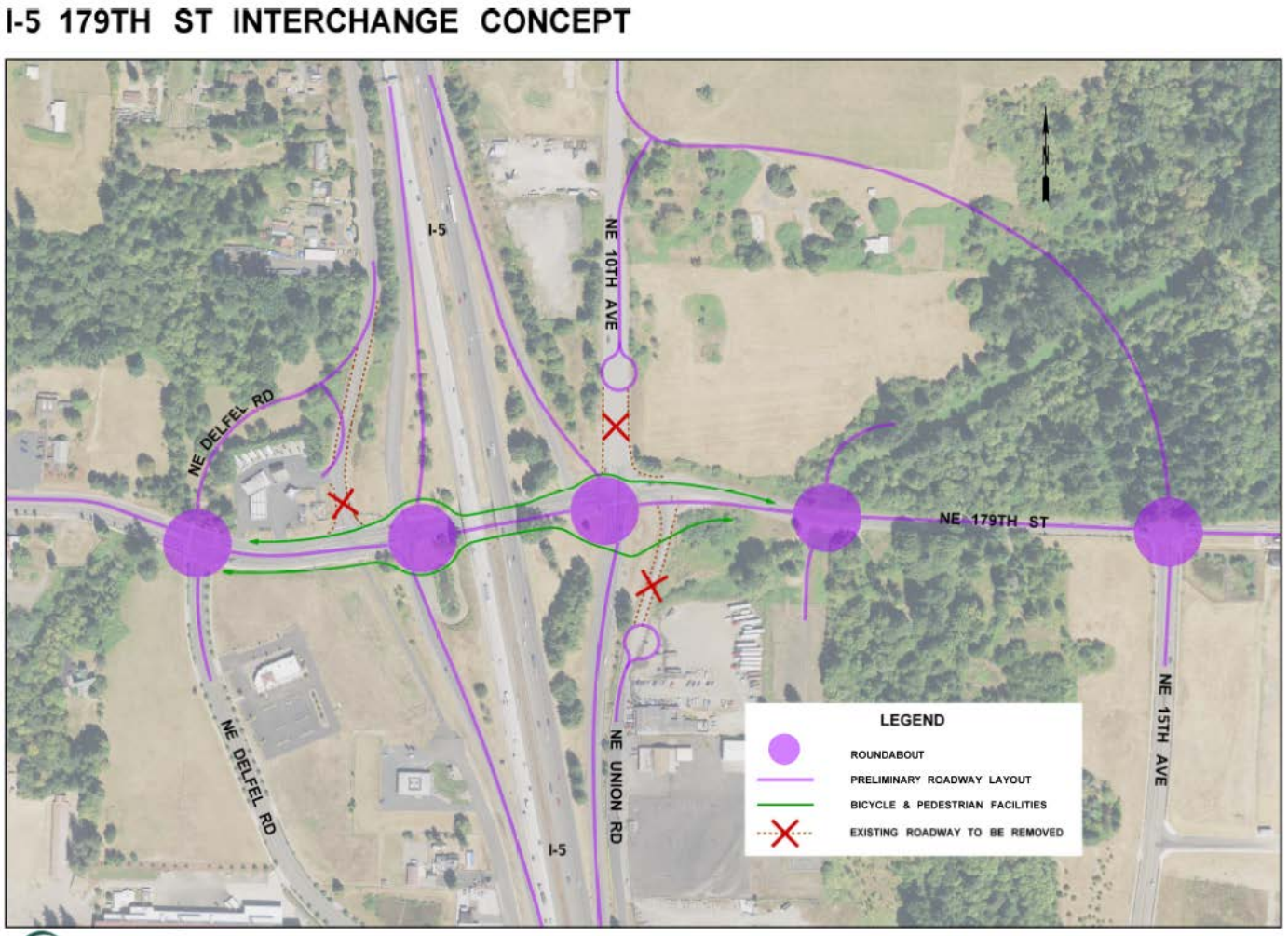
- of the costs of system improvement
- that reasonably benefit the new development.

RCW 82.03.050(3); *City of Olympia v. Debick.*

U.S. Supreme Court cases *Nollan v. Cal. Coastal Com'n* and *Dolan v. City of Tigard*

- establish constitutional requirements of **nexus** and **proportionality**
- for exactions of real property

# Interchange Discussion



# Next Steps and Actions Needed

- Development Agreements for four developers (Killian, Hinton, Holt and Wollam) approved by council
  - Four developers proceed with the development application process, but approval cannot occur until urban holding is removed
  - 15,130 daily trips
  - Four developers agree to pay $6.8 million in advance TIF by December 31, 2023
  - Four developers agree to pay $5.25 million in surcharge at time of building permit issuance
- Council takes the following actions:
  - approves TIP,
  - approves the proposed funding package,
  - amends CFP,
  - increases TIF,
  - approves 2020 budget,
  - declares five transportation projects “reasonably funded”,
  - removes urban holding, effective Feb. 28, 2020

**CLARK COUNTY** WASHINGTON

**www.clark.wa.gov**

**PUBLIC WORKS**

1300 Franklin Street
PO Box 9810
Vancouver, WA 98666-9810
564.397.6118

**Staff Report**

| | |
|---|---|
| TO: | Clark County Planning Commission |
| FROM:<br>PREPARED BY: | Rob Klug, PE, County Engineer<br>Matt Hermen, Planner III |
| DATE: | February 17, 2021 |
| SUBJECT: | CPZ2021-00013 179th Street Access Management and Circulation Plan |

## PROPOSED ACTION

Clark County Public Works is requesting amendments to the Arterial Atlas (Clark County Comprehensive Growth Management Plan, Figure 35) and adoption of the 179th Street Access Management and Circulation Plan (Exhibit 1).

Access management is the coordinated planning, regulation, and design of access between roadways and land development. As the roadway infrastructure continues to age, transportation planners and engineers are tasked with optimizing facilities and the configuration of facilities in a way that will address the needs of the community without adversely compromising access to the system. Access management responds to the need for a more coordinated approach to transportation and community design that preserves the safe and efficient movement of peoples and goods, provides supporting networks in developed areas, and reinforces desired urban form. Implementation of access management includes a set of techniques to control access to highways, major arterials, and other roadways. Access management includes the identification of intersection types which, collectively, are designed to increase the capacity of these roads, manage congestion, and reduce crashes.

The circulation plan includes proposed amendments to the Arterial Atlas including additions of neighborhood circulator, collector and commercial/industrial classified streets; realignments of planned streets and removal of future streets.

## BACKGROUND

In 2008, the Northeast/Northwest 179th Street corridor and adjacent lands were added to the Vancouver Urban Growth Area with the adoption of Ordinances 2004-09-02 and 2007-09-13. A regional road circulation network was adopted in the Arterial Atlas, an appendix to the Comprehensive Plan, to plan the distribution of streets that facilitate regional traffic. The land was immediately designated with urban holding comprehensive plan and zoning overlay designations. These designations were placed on the land to govern development until the time urban services could be provided or reasonably funded. The critical urban services necessary to allow urban level development included transportation infrastructure that was able to serve future residents and businesses.

On December 16, 2008, Clark County adopted Ordinance 2008-12-15 which included approval of the Salmon Creek/Fairgrounds Area Circulation Plan (CPZ2008-00015). On June 23, 2009, the Board of Clark County Commissioners adopted Ordinance 2009-06-16 approving the Mill Creek Sub-Area Plan and associated amendments to the Arterial Atlas.

On February 18, 2020, Clark County Council adopted Ordinance 2020-02-02, removing the urban holding overlays from the Vancouver Urban Growth Area in the Fairgrounds Neighborhood. The removal of the urban holding overlays allowed urban level development to be built. This urban level development was found to be supported by urban services (water, sewer, and transportation) that will serve the forecasted population and employment growth planned in the Clark County Comprehensive Growth Management Plan, or Plan. The Clark County Council adopted Resolution 2019-08-05 selecting a financing plan for public infrastructure in the vicinity of Northeast 179th Street and authorizing entry into development agreements at a duly noticed public hearing on August 20, 2019. The Clark County Council determined that the actions provided for in Resolution 2019-08-05 Exhibit B meet the criteria for reasonably funding the localized critical links and intersection improvements necessary to maintain concurrency in the Northeast 179th Street area and fulfills the requirements to remove the urban holding overlay.

The localized critical links and intersection improvements to maintain concurrency in the Northeast 179th Street Area includes upgrades to the critical links at Northeast 179th Street from Delfel Road to Northeast 15th Avenue, Northeast 15th Avenue from Northeast 179th Street to Northeast 10th Avenue, Northeast 10th Avenue from Northeast 149th Street to Northeast 154th Street, and intersection improvements of Northeast 29th Avenue and Northeast 50th Avenue at Northeast 179th Street. The anticipated construction of these improvements are anticipated to commence in 2023, with completion occurring several years later. Additionally, several transportation improvements are listed in the 20-year Capital Facilities Plan, or CFP, including: Northwest 179th Street from Northwest 11th Avenue to Delfel Road, Northeast 10th Avenue from Northeast 164th Street to the Amphitheater Entrance, Northeast 179th Street from Northeast 15th Avenue to Northeast 50th Avenue, and Northwest 11th Avenue from Northwest 139th Street to Northwest 141st Street.

On November 18, 2020, the Clark County Council approved the 2021 Community Planning Work Plan. This work plan included updates to the Arterial Atlas. The proposed 179th Street Access Management and Circulation Plan is implemented by amending the Arterial Atlas as shown in Exhibit 1.

The 179th Street Access Management and Circulation Plan has documented existing conditions; including but not limited to current access locations, block spacing standards, driveway spacing standards, environmental conditions, topographic constraints, Arterial Atlas future road locations, and future roundabout locations. This plan has mapped the 179th Street corridor showing the optimal locations to develop the street network based on Clark County's block spacing standards. The Access Management and Circulation Plan has mapped environmental conditions that would require avoidance where possible or infeasible to mitigate if available. The environmental conditions help to show the obstacles/barriers of future road. This information is critical to determine a future local road network. This proposed plan maps the existing topography of the Northeast 179th Street centerline along with the current road design's cuts and fills, to determine where accesses could be provided. This plan proposal evaluated locations where additional roundabouts may be appropriate on the corridor beyond the current ones planned at Northeast 12th, 15th, 29th and 50th Avenues. The proposed plan evaluated developments that have received permit approvals and that are pending approvals. Access locations in the proposed plan are defined as roundabouts, interim full access – future emergency access only, interim full access – future right in/right out, and shared access – right in/right out.

## SUMMARY OF PUBLIC INVOLVEMENT PROCESS

Clark County Public Works convened two advisory committees to guide the development of the Access Management and Circulation Plan: Stakeholder Committee and Technical Advisory Committee. The Stakeholder Committee consisted of neighborhood representatives, utility professionals, development community representatives, Clark County Fairgrounds staff, and C-TRAN staff. The Technical Advisory Committee consisted of City of Vancouver, Washington State Department of Transportation, or

WSDOT, and Clark County staff. These two committees each met three times in September, October, and December to provide guidance, insight, and considerations for promoting safety and mobility of the future principal arterial while balancing the infrastructure and utility needs of development. These meetings were recorded and available on the project website (https://clark.wa.gov/public-works/179th-st-access-management-and-circulation-plan). On December 6th and 8th, the two committees recommended the preferred alternative advance to the adoption process.

On November 8, 2021 the Washington State Department of Commerce was notified that Clark County intends to amend its Arterial Atlas to adopt the 179th Street Access Management and Circulation Plan. A Notice of Determination of Non-Significance was published on January 10, 2022 in *The Columbian* newspaper. The SEPA Environmental Checklist was sent to interested and affected parties for a 14-day review and comment. On January 21, 2022 the proposed amendments were posted on the Clark County website. On January 27, 2022 Clark County Public Works held a virtual public open house to detail the proposed Arterial Atlas amendments with affected residents. On February 2, 2022, legal notice for the Planning Commission hearing was published in *The Columbian* newspaper, the county's newspaper of record. The proposed amendments were reviewed by the Development Engineering Advisory Board on February 2, 2022. The council will hold a council hearing on March 15, 2022 to consider an adopting ordinance on the proposed amendments.

Public comments are included in the Planning Commission Hearing binder.

## APPLICABLE CRITERIA, EVALUATION AND FINDINGS

CRITERIA FOR ALL MAP CHANGES

**A. "The proponent shall demonstrate that the proposed amendment is consistent with the Growth Management Act, or GMA, and requirements, the countywide planning policies, the Community Framework Plan, Comprehensive Plan, City Comprehensive Plans, Applicable Capital Facilities Plans and official population growth forecasts." *[CCC 40.560.010(G)(1)].***

### Growth Management Act

The GMA goals set the general direction for the county in adopting its framework plan and comprehensive plan policies. The following statutes and regulations apply to this proposal:

> Goal 3 Transportation. "Encourage efficient, multi-modal transportation systems that are based on regional priorities and coordinated with county and city comprehensive plans." [RCW 36.70A.020(3)].
>
> A transportation element is required in Clark County's Comprehensive Plan.[1] Under Washington Administrative Code (WAC) 365-196-430(2)(b), "The transportation element should contain goals and policies to guide the development and implementation of the transportation element. The goals and policies should be consistent with statewide and regional goals and policies. Goals and policies should address the following:
>
> (i) Roadways and Roadway design that provides safe access and travel for all users, including motorists, transit vehicles and riders, bicyclists and pedestrians;
> (ii) Public transportation, including public transit and passenger rail, intermodal transfers and multimodal access;
> (iii) Bicycle and pedestrian travel;

[1] RCW 36.70A.070(6).

(iv) Transportation demand management, including education, encouragement and law enforcement strategies;
(v) Freight mobility including port facilities, truck, air, rail and water-based freight;
(vi) Transportation finance including strategies for addressing impacts of development through concurrency, impact fees and other mitigation; and
(vii) Policies to preserve the functionality of state highways within the local jurisdiction such as policies to provide an adequate local network of streets, paths and transit service so that local short-range trips do not require single-occupant vehicle travel on the state highway system; and policies to mitigate traffic and stormwater impacts on state-owned transportation facilities as development occurs."

RCW 36.70A.108. Comprehensive plans—Transportation element—Multimodal transportation improvements and strategies.

1) The transportation element required by RCW 36.70A.070 may include, in addition to improvements or strategies to accommodate the impacts of development authorized under RCW 36.70A.070(6)(b), multimodal transportation improvements or strategies that are made concurrent with the development. These transportation improvements or strategies may include, but are not limited to, measures implementing or evaluating:
(a) Multiple modes of transportation with peak and nonpeak hour capacity performance standards for locally owned transportation facilities; and
(b) Modal performance standards meeting the peak and nonpeak hour capacity performance standards.

RCW 36.70A.420. Transportation projects—Findings—Intent.

The legislature recognizes that there are major transportation projects that affect multiple jurisdictions as to economic development, fiscal influence, environmental consequences, land use implications, and mobility of people and goods. The legislature further recognizes that affected jurisdictions have important interests that must be addressed, and that these jurisdictions' present environmental planning and permitting authority may result in multiple local permits and other requirements being specified for the projects.

The legislature finds that the present permitting system may result in segmented and sequential decisions by local governments that do not optimally serve all the parties with an interest in the decisions. The present system may also make more difficult achieving the consistency among plans and actions that is an important aspect of this chapter.

It is the intent of the legislature to provide for more efficiency and equity in the decisions of local governments regarding major transportation projects by encouraging coordination or consolidation of the processes for reviewing environmental planning and permitting requirements for those projects. The legislature intends that local governments coordinate their regulatory decisions by considering together the range of local, state, and federal requirements for major transportation projects. Nothing in RCW 36.70A.420 or 36.70A.430 alters the authority of cities or counties under any other planning or permitting statute.

RCW 36.70A.430. Transportation projects—Collaborative review process.

For counties engaged in planning under this chapter, there shall be established by December 31, 1994, a collaborative process to review and coordinate state and local permits for all transportation projects that cross more than one city or county boundary. This process shall at a minimum, establish a mechanism among affected cities and counties to designate a permit coordinating agency to facilitate multijurisdictional review and approval of such transportation projects.

Finding: The proposed amendments support multi-modal access, providing safe access for all users by connecting residential lands to commercial and industrial lands with roads, sidewalks, bike lanes and multi-modal paths. The Access Management and Circulation Plan plans for organized, connected streets that intersect with the principal arterial (179th Street) at safe locations. The planned street network is designed to provide the developing neighborhood a grided street network. The grided street network has been found to disperse traffic and balance capacity constraints, while providing predictable pedestrian networks, improving transportation efficiency and performance. The dispersion of traffic planned in the Access Management and Circulation Plan will aid development in concurrency management during peak and nonpeak travel. The 179th Street Access Management and Circulation Plan has been coordinated with the WSDOT to plan a local street network that supports, and is supported by, the I-5/179th Street Interchange Reconstruction project. The proposed 179th Street Access Management and Circulation Plan is in the City of Vancouver Urban Growth Area. The proposed plan has been developed in coordination with the City of Vancouver, with City staff serving on the plan's Technical Advisory Committee. The coordination of the plan development with WSDOT and the City of Vancouver considered the local, state and federal requirements for compliance with associated regulations. The planned street network is designed to distribute traffic to/from the interchange without degrading the function of the interchange. The proposed 179th Street Access Management and Circulation Plan is consistent with RCW 36.70A.020(3) (GMA, Goal 3); RCW 36.70A.070(6); RCW 36.70A.108; RCW 36.70A.420; RCW 36.70A.430 and WAC 365-196-430(2)(b). The proposal is consistent with GMA.

## Community Framework Plan

The Community Framework Plan provides guidance to local jurisdictions on regional land use and service issues. The Framework Plan encourages growth in centers, urban and rural, with each center separate and distinct from the others. The centers are oriented and developed around neighborhoods to allow residents to easily move through and to feel comfortable within areas that create a distinct sense of place and community. The Community Framework Plan policies applicable to this proposal include the following:

Goal 5.0 notes that "the community framework plan envisions a shift in emphases of transportation systems from private vehicles to public transit…. and non-polluting alternatives such as walking and biking." [Comprehensive Plan, page 17]. The following transportation policies apply to the proposed action:

5.1.1 Encourage transportation systems that provide a variety of options (high-capacity transit, high-occupancy vehicles, buses, autos, bicycles or walking) within and between and rural centers.

5.1.2 Streets, pedestrian paths and bike paths are to be a part of a system of fully connected and scenic routes to all destinations. Establish design standards for development to promote these options and work cooperatively with C-TRAN to ensure that programs for improvements in transit service and facilities as well as roadway and pedestrian facilities are coordinated with these standards.

5.1.3 To reduce vehicle trips, encourage mixed land use and locate as many other activities as possible to be located within easy walking and bicycling distances from public transit stops.

5.1.4 Encourage use of alternative types of transportation, particularly those that reduce mobile emissions (bicycle, walking, carpools and public transit). [Framework Plan, page 17].

These Framework Plan policies are implemented by Clark County Code (CCC) 40.350.030, Street and Road Standards. It is the purpose of this section to establish minimum standards for public and private transportation facilities for vehicles, public transit, pedestrians, and bicycles, hereinafter constructed or improved as a condition of county approval of a development, or a transportation project constructed by the county. These standards are intended to preserve the community's quality of life and to minimize total costs over the life of the transportation facility.

Finding: The 179th Street Access Management and Circulation Plan will improve the livability of the Fairgrounds Neighborhood as it urbanizes by allowing multiple mobility options to residents of all ages and abilities in an efficiently designed street network. The Access Management and Circulation Plan includes a conceptual bike and pedestrian transportation network that connects active transportation users to commercial, mixed use, industrial and office-residential zones. These connections aim to encourage non-automotive travel. The criterion is met, ensuring consistency with the Community Framework Plan.

**Countywide Planning Policies**

The GMA requires counties and cities to collaboratively develop Countywide Planning Policies, or CWPP, to govern the development of comprehensive plans. RCW 36.70A.210. The policies below emphasize collaboration between jurisdictions.

5.0.1 Clark County, Metropolitan Planning Organization, or MPO, and the Regional Transportation Planning Organization, or RTPO, state, bi-state, municipalities and C-TRAN shall work together to establish a truly regional transportation system which:

- reduces reliance on single occupancy vehicle transportation through development of a balanced transportation system which emphasizes transit, high-capacity transit, bicycle and pedestrian improvements and transportation demand management;
- encourages energy efficiency;
- recognizes financial constraints; and,
- minimizes environmental impacts of the transportation systems development, operation and maintenance.

5.0.8 The state, county, MPO/RTPO and local municipalities shall work together to establish a regional transportation system which is planned, balanced and compatible with planned land use densities; these agencies and local municipalities will work together to ensure coordinated transportation and land use planning to achieve adequate mobility and movement of goods and people.

Finding: The proposed additions, modified alignments and removals in the Arterial Atlas are classified as minor arterial, collector, neighborhood circulator, and commercial/industrial streets. These proposed amendments will distribute local and regional traffic to balance infrastructure needs with the planned land use densities. Mobility in the 179th Street Corridor will be optimized by balancing the infrastructure needs from the developing neighborhood in the proposed Access Management and Circulation Plan. The proposed Arterial Atlas amendments will provide active transportation infrastructure to minimize vehicle emissions and encourage energy efficiency.

The identification of intersection types will improve safety for vehicles by reducing conflicts in an organized transportation system form. Bike lanes add to the turning radius at driveways and intersections, reducing the risk of rear-end collisions. These proposed amendments plan the future transportation system to reduce redundancies in infrastructure, while maximizing efficiency of the public road network. The Access Management and Circulation Plan has been coordinated with the Washington State Department of Transportation and the City of Vancouver, ensuring consistency between jurisdictions. The Access Management and Circulation Plan is proposed in collaboration with partner jurisdictions, to establish a regional transportation system. The criterion is met by implementing the Countywide Planning Policies through adoption of the 179th Street Access Management and Circulation Plan.

## Clark County Comprehensive Growth Management Plan 2015-2035 (2016 Plan)

The 20-year Comprehensive Growth Management Plan contains many policies that guide urban form and efficient land use patterns. The most relevant goals and policies applicable to this application are as follows:

Goal: Develop a multi-modal transportation system.

5.2.1 Roadway improvements which provide for additional capacity for the automobile shall also accommodate alternative travel modes.
5.2.11 Promote bicycle and pedestrian safety and increased bicycling and walking through safety and encouragement activities." [2016 Plan, pages 153 and 154].

Finding: The proposed 179th Street Access Management and Circulation Plan is a neighborhood transportation plan that maintains mobility and safety for all transportation users along the 179th Street corridor in the Vancouver Urban Growth Area. This localized system, when developed, will add capacity to serve the growing neighborhood, while providing pedestrian and bicycle infrastructure. The Access Management and Circulation Plan is proposed to provide organization for the future streets and intersections. This plan identifies the intersection types to promote safety where vehicles, bicycles and pedestrians' conflict. Minimizing these conflict locations through the proposed plan implementation will encourage safe active transportation routes, while improving mobility. The criterion for consistency with the Comprehensive Growth Management Plan is met by developing a multi-modal transportation system in the 179th Street Access Management and Circulation Plan.

**Capital Facilities Plan**

The Capital Facilities Plan provides a general summary of how and when these basic services will be provided to support future growth, as envisioned by the 20-Year Comprehensive Plan and proposed funding. Long-range capital improvements to the county's transportation system and their estimated costs are also included in the Capital Facilities Plan. Transportation services include provisions for roads and associated improvements, transit and pedestrian and bicycle systems. The projected revenue sources include property taxes dedicated to transportation ("road fund"), gasoline tax distributions to the county, traffic impact fees, Public Works Trust Fund loans, other expected grants, and miscellaneous revenue streams that accrue for transportation purposes.

Finding: The 20-year Capital Facilities Plan includes the following transportation projects associated with the 179th Street Corridor: Northeast 179th Street from Delfel Road to Northeast 15th Avenue, Northeast 15th Avenue from Northeast 179th Street to Northeast 10th Avenue, Northeast 10th Avenue from Northeast 149th Street to Northeast 154th Street, Northwest 179th Street from Northwest 11th Avenue to Delfel Road, Northeast 10th Avenue from Northeast 164th Street to the Amphitheater Entrance, Northeast 179th Street from Northeast 15th Avenue to Northeast 50th Avenue, and Northwest 11th Avenue from Northwest 139th Street to Northwest 141st Street and intersection improvements of Northeast 29th Avenue and Northeast 50th Avenue at Northeast 179th Street. The proposed 179th Street Access Management and Circulation Plan included these projects in the development and analysis of the plan and the proposed amendments to the Arterial Atlas. The criterion is met, ensuring consistency with the Capital Facilities Plan.

## CRITERIA FOR ARTERIAL ATLAS AMENDMENTS

**B.** "Arterial Atlas amendments shall be accomplished through the changes initiated and approved by the county. These changes may occur as part of the periodic review update to occur consistent with RCW 36.70A.130, or as part of annual changes to the plan once per calendar year, or as part of emergency amendments which may be brought forward at any time, subject to applicable provisions of this chapter." *[CCC 40.560.010(O)(1)]. "*Required Criteria. Arterial Atlas amendments may be approved only when all of the following are met:

a. There is a need for the proposed change;
b. The proposed change is compliant with the Growth Management Act;

c. The proposed change is consistent with the adopted comprehensive plan, including the land use plan and the rest of the Arterial Atlas;
d. The proposed change is consistent with applicable interlocal agreements; and
e. The proposed change does not conflict with the adopted Metropolitan Transportation Plan." *[CCC 40.560.010(O)(2)].*

Finding: 179th Street is classified as a principal arterial from Northwest 11th Avenue to Northeast 72nd Avenue, and its intended function is to carry large volumes of traffic over long distances. When fully built this roadway is planned to have two travel lanes in each direction with a center turn lane or median. The street will also include bicycle lanes and sidewalks on both sides of the street. CCC § 40.350.030 requires, "Access is generally limited to intersections with other arterials and collectors. Signalized intersection spacing is regulated. Direct land access is minimal and managed…"

The 179th Street area was recently released from urban holding. This council action allowed properties to be developed at an urban scale. This large area, roughly 2,200 acres, will rely on 179th Street to access I-5. It is critical that 179th Street be designed to promote optimal safety and mobility. Many existing properties have direct access to 179th Street. The existing topography of NE 179th Street creates significant hills and valleys along the centerline of the road. The road is currently not built to the grade needed for the design speed of an arterial. Significant cuts and fills will be needed as the profile of the road is evened out to provide for a modern arterial design. Several of the cuts and fills in the preliminary roadway design range up to between 20 and 35 feet. This means that any side street access or driveway access to work with the final profile of the road will need to be very carefully located and integrated into the design of the county road project design of Northeast 179th Street. It is critical to have an approved circulation and access management plan that defines driveways and street access locations on Northeast 179th Street to preserve existing street functions.

The previous findings demonstrate compliance with the Growth Management Act, consistency with the adopted Comprehensive Plan, and the rest of the Arterial Atlas.

There are no applicable interlocal agreements that conflict with the adoption of the 179th Street Access Management and Circulation Plan. Clark County Public Works continues to coordinate with WSDOT on the design, engineering, and construction of the 179th Street/I-5 Interchange Reconstruction project.

This proposed change is consistent with the Regional Transportation Council's Regional Transportation Plan, or RTP. The RTP for Clark County is the region's principal transportation planning document. It represents a coordinated planning process between local jurisdictions and transportation agencies to develop regional solutions to transportation needs. The RTP serves as the adopted Metropolitan Transportation Plan, with Economy, Safety and Security, Accessibility and Mobility, Environment, Efficiencies, Management and Operations, Preservation, Finance, Vision and Values goals. The proposed 179th Street Access Management and Circulation Plan and associated Arterial Atlas Amendments will ensure safety and security; provide reliable mobility for personal travel and freight movements; maximize efficient management and operations; protect environmental quality and natural resources; reflect community values; sustain a healthy, livable, and prosperous community; develop a sustainable transportation system, and maintain and preserve the regional transportation system.

The criteria are met demonstrating a need for the proposed change, consistency with the Washington State Growth Management Act, consistency with the adopted Clark County Comprehensive Growth Management Plan and Arterial Atlas, consistency with all applicable interlocal agreements and is not in conflict with the adopted Metropolitan Transportation Plan.

**NEXT STEPS**

The Clark County Council will hold a public hearing in March to discuss the proposed amendments to the Arterial Atlas and adoption of the 179th Street Access Management and Circulation Plan.

## RECOMMENDATION AND CONCLUSIONS

Based on the information presented in this report, staff recommends that the Planning Commission forward a recommendation of **APPROVAL** to Clark County Councilors.

| **Table 1** | | |
|---|---|---|
| **COMPLIANCE WITH APPLICABLE CRITERIA** | | |
| **Criteria for Arterial Atlas Changes** | Criteria Met? | |
| | **Staff Report** | **Planning Commission Findings** |
| A. Compliance with GMA | Yes | |
| B. Compliance with Arterial Atlas Amendments | | |
| a. There is a need for the proposed change; | Yes | |
| b. The proposed change is compliant with the Growth Management Act; | Yes | |
| c. The proposed change is consistent with the adopted comprehensive plan, including the land use plan and the rest of the Arterial Atlas; | Yes | |
| d. The proposed change is consistent with applicable interlocal agreements; and | Yes | |
| e. The proposed change does not conflict with the adopted Metropolitan Transportation Plan | Yes | |
| **Recommendation:** | **Approve** | |

**Clark County Planning Commission**
Steve Morasch, Chair
Ron Barca, Vice Chair
Rick Torres
Karl Johnson
Richard Bender
Matt Swindell
Robin Grimwade

**CLARK COUNTY PLANNING COMMISSION**
**THURSDAY, FEBRUARY 21, 2019**
**MINUTES OF PUBLIC HEARING**

Public Services Center
Council Hearing Room, 6th Floor
1300 Franklin Street
Vancouver, Washington

6:30 p.m.

**CALL TO ORDER & ROLL CALL**

JOHNSON: Okay. It looks like we're ready. My name is Karl Johnson, I'm the Acting Chair tonight. Steve Morasch, our Chair, recused himself for conflicts of interest, and Ron Barca, our Vice Chair, missed a flight and he might be coming in here, so if we see Ron and you see us switch over on this, be patient.

First off, I'd like to introduce Rick Torres, Rick is a new Planning Commissioner, so go easy on him and remember all of us are volunteers up here, I'm a school teacher in the Battle Ground School District, we all come from different places and do our best to disseminate the information and give a recommendation to our County Councilors.

So I'll start off by calling this meeting to order. This is the Clark County Planning Commission of course, like I said I'm the chair. Right now is there any Councilor that would have a conflict of interest that they would like to disclose? Okay. Seeing none, can we get a roll call.

**ROLL CALL**

MORASCH: ABSENT
GRIMWADE: ABSENT
BARCA: ABSENT
SWINDELL: HERE
JOHNSON: HERE
TORRES: HERE
BENDER: HERE

**Planning Commission Procedures**

JOHNSON: And before we begin with our general and new business, I'd like to read something we do every time and it's probably good for tonight too.

So our procedures are as follows: We will begin the hearing with a staff report. The Planning Commissioners will ask the staff questions if they have any at that point. I will then open the hearing for public testimony.

Members of the audience who wish to testify on the hearing need to sign in on the sign-in sheets at the back of the room. So if you sign in, I'll get those sheets and they'll be up here and I'll just call you in the order you came. If you signed and you didn't want to speak, it's okay, I'll call your name and we'll go from there.

Members of the public wishing to give oral testimony, please come to the front of the room and face here, there's two microphones there. Mental note, make sure you say your name and who you are and go slow like I'm not doing because we have someone recording this.

The chair has discretion to make the following statement, and I will tonight, if reasonable and appropriate under the circumstances, testimony on this matter will be limited to three minutes per person. Your testimony should be related to the applicable standards for this hearing. The relevant standards are set out in the staff report copies of which are available on the table in the back of the hearing room.

If you have any exhibits that you want us to consider such as a copy of your testimony, photographs, petitions or other documents or physical evidence, please hand it to the staff and they will send it up to us. This information will be included for public record and we will consider it as part of our deliberations.

When you testify, you must testify at the front table in the front microphone so the court reporter can hear your testimony. State your name and address for the record and spell your name for the court reporter. Be relevant and concise and please do not repeat yourself or others testifying. I will then close the public testimony portion of the hearing.

The Planning Commission will deliberate and ask staff to answer questions or make rebuttals. The Planning Commission will then take a vote on their decisions. Our recommendation will be forwarded to the Board of County Councilors who have the final decision-making authority.

With that said, I'll take a motion for the approval of the agenda for February 21st, 2018.

**GENERAL & NEW Business**

**A. Approval of Agenda for February 21, 2019**

BENDER: Make a **MOTION** that we approve the agenda for April 21, 2019.

SWINDELL: I'll **second** it.

JOHNSON: Motion is moved and seconded. All those in favor?

EVERYBODY: AYE

**B. Approval of Minutes for December 6, 2018**

JOHNSON: I'll take an approval of the minutes for December 6th, 2018.

SWINDELL: **MOVE** that we approve the minutes from December 6th, 2018.

BENDER: **Second**.

JOHNSON: Hearing a motion and a second. All those in favor?

EVERYBODY: AYE

**C. Communications from the Public**

JOHNSON: All those opposed? Okay. This is a time right now where we'll take communications from the public for items that are not being talked about tonight.

So if you have something other than the two items, the University District or the Urban Holding, that you would like to come up and speak to, we can do that right now. Seeing none, we'll now move to the public hearing items.

**PUBLIC HEARING ITEMS & PLANNING COMMISSION ACTION:**

**A. CPZ2019-00026 Clark County Unified Development Code (Title 40) Amendment:**

| No. | Title/Chapter/Section | Description |
|---|---|---|
| 1 | 40.230.050 | Amend. University District use table (40.230.050-1) to include dormitories as an outright permitted use. |

Staff Contact: Laurie.Lebowsky@clark.wa.gov or (564) 397-4544

First on the docket is CPZ2019-00026, Clark County Unified Development Code Amendment, and we're looking at the Amendment of the University District, staff report.

ORJIAKO: Good evening members of the Planning Commission. For the record my name is Oliver Orjiako, Community Planning Director. And let me quickly introduce who will be giving you the presentation or the discussion tonight, that will be Laurie Lebowsky, Public Works, Lynn Valenter who is the Vice Chancellor of Finance and Operation for WSU-V and then Don Hardy a consultant from BergerABAM.

Before I continue the agenda for this evening, staff will give you background on the University District and WSU-V and present to you the proposed change to the University District and in essence discuss why are we making the change and why now followed by discussion of last year's open house, three in total, that the university conducted.

What I will say to that is that the university did that as a way to engage the community out there, those that live within the boundaries of the university, if you will, and the community at large to be transparent in terms of the proposal that we're going to be discussing with you and their master plan that will be coming later as part of the process, so they will discuss that I believe.

And then we will be discussing with you the process and timeline as it relates to this part of the proposal and the next step that the university will go through and then finally look to the Planning Commission for your direction or questions and then your recommendation to the Council.
So with that I will turn it over to Laurie Lebowsky.

LEBOWSKY: Thank you. Thank you, Mr. Orjiako. So I'm going to give the background on, for the university code update. This docket item will amend the use table in the university code and we'll talk a little bit about the open houses, but first let me give a brief history of both the University District Code and WSU Vancouver.

First of all, I want to say that both the university code and WSU Vancouver are not new to Clark County. In 1989, WSU Vancouver was located on the Clark College campus. Washington State also, Washington State University also established branch campuses in Spokane and the Tri-Cities also in 1989.

In 1992, the original campus master plan was prepared for WSU Vancouver. In 1994, both WSU Vancouver and Clark County collaborated on the establishment of the university zoning district and the university zone itself was established in our development code in 1995.

WSU Vancouver began admitting freshman. Originally the campus just had upper class students and graduate students; however, in 2006, WSU Vancouver began admitting freshman and sophomore students. And also in 2006, Clark College, the Clark College building on WSU

Vancouver campus was completed. In 2009, the undergraduate classroom was completed at WSU Vancouver.

I will also want to add that WSU Vancouver has paid approximately $2 million for road improvements at the direction of the County to mitigate for current and future trips to and from the campus. In addition, every time WSU Vancouver goes through a site plan review for every single project they pay traffic impact fees.

This as far as this docket item, as you see in your binders, it's a simple text amendment to the development code. In Exhibit 1 of your binders, Page 4, you'll see that the only change to the code is to include dormitories as a use permitted outright in the development code. So this will allow, the reason we're doing this change to the code is that it will allow WSU Vancouver to proceed with their master plan update.
With that, I am going to turn the presentation over to Lynn Valenter.

ORJIAKO: Next slide.

VALENTER: Thank you. In addition to housing, it should also be pointed out that we were looking to site student serving buildings, non-state buildings reflect the addition of iTech Prep which has already been approved and is under construction, but was not included specifically in the master plan, so there are some other things, but housing is the primary motivator. Why housing, why now?

It has been since we started admitting freshman and sophomores in 2006, it's been the number one question asked by our current students at orientation. They want to know when we're going to get housing and they would like housing. Over 95 percent of our current freshman come from Clark County, so these are not students who are from elsewhere.

As one mother said, I love my child and I want them near but I don't necessarily want them in my house in their bedroom, so students feel much the same way I suspect. Traditionally housing is a bridge from being a minor student to being an adult on a university campus. So you live at home, you grow up and then you graduate high school and then when you go to college, you have a housing experience that provides that bridge from living on your own and apartment living and so it's not the same as living at home with mom and dad, but there is more independence but also some oversight.

The primary driver or one of the primary drivers, maybe the primary driver for offering student housing is the impact it has on graduation. Higher Ed institutions increasingly are focusing on how do we get students not just in the door, but how do we graduate them in a timely manner and without disruption to their educational experience.

Research shows that engaged students, which is a term of art, but engaged students are far more likely to be retained and then graduate. One of the ways that a student can become

engaged is by living on campus and housing. So their whole world now revolves around being a student. They may have a job off campus or not, they may have a significant other off campus or not, or parents, but their life primarily revolves around being a student and we find that that enhances their retention and graduation.

I think with that, I'd like to turn it over to Don to talk about the open houses that we held.

HARDY: Thanks, Lynn. I'm Don Hardy with BergerABAM. We worked with WSU as part of the process here, they've hired us to help them with the master plan process. Zimmer Gunsul Frasca is the lead architecture firm that put the master plan together and we're assisting them with that process.

Part of what the university wanted to do at the outset is to get public input, community input on the master plan that they were, that's being proposed. It's not really being discussed in detail tonight, it's the university text amendment, but they wanted to get information from the community.

So they held three open houses, one in February, one in March and one in April of 2018. The first one was intended to get general information from the community about peoples thoughts about student housing.

The second one took that information and developed it into locational areas on the campus, which you see above you on this map, and part of the locational issues were looking at areas to have separation of housing from adjacent neighborhoods, putting it away from them, also having the ability to have students walk within a five-minute distance to student union and food services which is also part of the master plan. Most of the master plan that was done in 2007 is remaining the same, really the only additions are the student housing and student union building.

I wanted to speak a little bit about the 2007 master plan. We were involved with that process as well and that in 2007 there was the provision for graduate faculty housing that was added to that 2007 master plan. This would end up, this before you, if this is approved would be adding undergraduate housing as well. I'd be glad to talk more about the outreach in detail, but I just wanted to touch on a few things in terms of the outreach process.

There were a number of press releases that were done. The Columbian also ran three articles on the WSU and student housing. And in addition to that, there was a notification to the neighborhood associations regarding this. I'd be glad to go into detail on what was, a little more detail if you'd like on the input that was received from the open houses, but in general folks were generally focused on the location of student housing, also parking, lighting, those were issues that were brought up. There were folks that did not want housing, but the general gist of the open house information that we received, we provided that to Laurie and the County is that essentially people were most concerned about the location, and I'd be glad

to go into detail of that further if you'd like. Thank you.

VALENTER: The campus master plan updates existing campus plans that have been presented, developed and adopted. We're looking at very similar design elements, layouts. We did refine some elements to distinguish between things within the Loop Road and outside of the Loop Road and also tried to do a little better job of being specific with the elements that we anticipate carrying through the building designs, which include things like the camas basalt, the nature of the brick and the metal, green metal roof. Specific designs and attributes of each building are actually developed and addressed at each site plan review which we go through for every new project.

Parking was mentioned by several people and I thought I'd just provide a brief summary. We have around 1800 parking spaces on campus, so we have plenty of parking, we don't run out of parking. The fees for parking vary by lot, but it in general they're about just over $3 to 5 something per week, so for comparison that's similar to a roundtrip bus fare on C-TRAN within the county. I think we need to go back to the map so I can show where we're proposing housing.

HARDY: And could I add just one item. There would be a full master planning hearing through the Hearings Examiner process, that's one thing I forgot to mention, which will get into all the details of, and there's a master plan document that goes through and identifies standards the university will hold themselves to in addition to the University District Zone itself, so just to add that in. So that's a subsequent step to this hearing tonight which is really not on the master plan approval but on the text itself, the text, the university text change.

VALENTER: And so just for reference, we had called out in the previous master plan under site graduate and faculty student housing it was never built, there wasn't a market need for it, so the two new sites for undergraduate housing appear as W so they're right here. And for reference, my eyes are really bad, the entrance road kind of comes up here, there, and that's the conversion.

HARDY: Yeah. That's the O is the graduate faculty housing location which would also have undergraduate housing as proposed.

VALENTER: Thank you. Other elements are that trails are open to the public, and when we had the hearings, that was something that we got uniform appreciation of. And additional buildings will be in the character of development with WSU, but as I noted there, we are distinguishing somewhat between the internal and the external to the bus loop, for example, for iTech Prep but that's not really part of the text amendment so I'm not going to go into any more detail. With that, I'd like to refer back to Laurie.

LEBOWSKY: Okay. Thank you Lynn and Don. So I'm going to proceed to talk about the public review process for first regarding the Type III process for the master plan update which is

not what we're hearing tonight, but I do want to emphasize the opportunities for public involvement with the Type III process.

The different bullet points that you see on this slide, each point includes an opportunity for public notice and/or public comment from the pre-application review for Type III.

Neighborhood associations are noticed of pre-application reviews. The SEPA, the State Environmental Policy Act review for a Type III process is project specific, that provides opportunity for public comment. The notice of the Hearing's Examiner hearing, it's published to property, we send out notice to property owners within 300 feet of the action, and then there's the notice of the Hearing's Officer decision. So, again, I want to emphasize each point is an opportunity for public notice or public involvement associated with the Type III process.

Coming back to our process tonight, I want to talk about the public input or first the testimony that we've received for tonight. We've received many e-mails and letters that you on the Planning Commission have received copies of. We have also posted all of those e-mails and letters regarding this docket item tonight, they are posted on our web page.

We've received several letters opposing and also supporting the change to the University District Code. I also want to point out that the notice of Planning Commission tonight was mailed to property owners within 300 feet of WSU Vancouver and our department, Community Planning, had sent that out twice. Also, have the SEPA review as part of the University District Code update which you all have copies of in your binder, also the legal notices in your binder.

For the audience tonight, it was mentioned that there were sign-in sheets, there is a sign-in sheet that is specific to the University District Code update, I would ask you that if you want to keep receiving notice and updates regarding this process all along, please sign that sign-in sheet and please include your e-mail address and we will keep you updated as far as the docket process and the master plan update.

I also want to point out that we, as you see in the different squares up there for the public process, that we did go to the Development Engineering Advisory Board and they unanimously recommended approval of this Title 40 development code change. Since this is only a change to the development code, it's not a change to the comp plan, the comprehensive plan, so in this situation when this eventually, this item eventually goes to the County Council should they adopt the ordinance for this change, that would go into effect 15 days after it's approved, so we don't, it's not part of the annual reviews and dockets, it's a little separate because it's not a change to the comprehensive plan.

Staff recommends that the PC recommend approval of this Title 40 development code change as shown in Exhibit 1 of the staff report in your binder of the staff report. And with that, that concludes staff presentation tonight. And I'm happy to take any questions anyone here from the Planning Commission. Thank you.

JOHNSON: Okay. Thank you very much. Questions?

BENDER: Yeah. The housing, is it for all four years?

VALENTER: Well, it would be open to any student on the campus. Traditionally the primary occupants of housing like this would be freshman with some sophomores, but it would be open to others.

BENDER: But juniors and seniors though, theoretically?

VALENTER: Yes, to juniors and seniors and graduate students.

BENDER: Is there a curfew associated with the on-campus housing?

VALENTER: We've not developed any plans, we don't have a project. I'm sorry.

BENDER: The next question. The 3 to $5 per week for parking, is that bought though as a package for the whole semester?

VALENTER: It's available on daily. It varies, there's daily pay, there's scratch permits, but typically people buy permits by the semester or the year.

BENDER: Rough estimate, how much of the parking lot during the week is actually occupied?

VALENTER: It varies. Peak demand this year tops out at 90 percent for a few hours on a few days, so it's somewhat less than 90 percent, we don't average it over the entire week just because peak is what we try to manage to.

BENDER: What I'm trying to wrap my head around is 29th Street and the side streets off of that, it's a sea of cars and the kids are walking up to the campus in congo lines and it seems like you're either trying to avoid the 3 to $5 per week, which I can't see that because it's not that big of sum, or there just isn't enough parking. Any comment?

VALENTER: I know that it's not that we don't have enough parking. I think it's also a little more complicated because there's also topography issues, but we do have sufficient parking.

HARDY: And just to add to the parking issue. It's reviewed every time there's a site plan review, permit process for each academic building. There is a traffic study report that's been prepared for that that assesses the parking on the campus, and just to support what Lynn's saying, it's not a parking, lack of parking issue in terms of the issue of students parking off campus, so just to set the record straight on that issue, so I just wanted to make that clear.

BENDER: Well, what do you think the reason for using 29th Street and the side streets are

then?

VALENTER: Well, it's public and it's legal is part of it, it's also not a far walk, it's very close. So I think avoiding paying a permit is desirable, but I think people use it also to walk and it's not inconvenient.

BENDER: Thank you.

VALENTER: That is a little of speculation, it's somewhat puzzling.

BENDER: I understand.

SWINDELL: I just want to ask, with the, I know you don't have anything in the works or any plans or anything, but with students asking and I think a lot of people are probably wondering with this going through, do you speculate is it 2022, is it '25, how soon do you think there might be something brought forward?

VALENTER: So let me share what my research shows and what I'm, I don't have a time frame, but let me just share how I get to what I think if I may.

So in general we need somewhere upwards of 500 freshmen probably to make a project work. In general a project, I understand from others, we don't have housing, but needs about 300 beds to make it pencil out economically. So for us to be able to fill 300 beds, we need something upwards of 500 freshmen. We started with 200 freshmen in 2006 and we currently have around 350 to 370 freshmen. More recently our growth has stalled, and so we've been just a tiny bit up in the last several years, so really that's what's going to drive it.

Once we -- also because any time you build something new, economically there's more risk involved. And so as a first time project, the financing will need to be a lot more defensible, it's going to be held to a higher standard, and so I suspect it will be more than 500, but we have not put out RFPs because we don't have a project, it's not in our current -- we did do a feasibility study back in 2006 and it said that there may be, there was demand for student housing, but at that point it wasn't enough that we had a project. Does that --

SWINDELL: Yes.

VALENTER: -- answer you as well as --

SWINDELL: Yeah, as well as you can answer that.

VALENTER: I would also say that we're a university, we don't -- it's not often we do things quickly, and so our State projects take six years from predesign through construction, this could be somewhat less, but I still anticipate it would take at least three or four and we'd have to do

the demand analysis, the market analysis before that, so I would think it would be very, very difficult to have it in anything less than four years and that would be assuming everything fell into place.

SWINDELL: Okay. Great thank you.

TORRES: I have a question. Is there any research been done or data that you have saying how many new student or transfer students are electing to not even look at the school because there is no housing or I mean how many do we lose?

VALENTER: No. We do have our student body president here who may testify to that a little bit later because he conducted, went before you as president, he conducted tours for prospective students, but that's one of the challenges is that there are a lot more graduates in Clark County that we feel like we could serve if we had housing, but they're looking for residential experience, so it's hard to get data on who your customers aren't because, you know, they just look on the website which is mostly how students find colleges.

So it's suggested that it's certainly significant, but how significant, I don't have any way of knowing, and that's probably what would be done through a marketing study is we'd probably try to survey like high school juniors and seniors and see what they're looking for, why do you, why don't you consider, et cetera.

TORRES: Thank you.

JOHNSON: So it's always about balance to me, and whenever we get a room full of people it is interesting because, and you're kind of getting the backlash of this, is that we get community members saying, you know, look, these are our concerns and they're real.

And I used to, you know, I used to always have it in my head what I was going to do before, you know, okay, I know what I'm going to do, but then we would find out I would hear somebody say something they go that's reasonable, and a lot of the testimony that we've got is on parking and things to me that are reasonable.

And I was a student, I call WSU the best kept secret in Clark County. You don't probably want to hear that, but it's a jewel, it's a beautiful place and it's a beautiful neighborhood behind it, but I have seen that parking issue. And so my question kind of looks backwards and says look, all right, kind of what did you do or what have you done, and sometimes you can't do anything because like you said it's legal and the kid is going to park, you know, where he doesn't have to spend his money, but do you -- where do you get most -- okay.

First off, do you have a complaint place where we're funneling these complaints? These are kind of simple questions I know, but like where does it go? If someone from the community says, you know, I'm getting sick and tired of the cars blocking my driveway, who do they call at

the university, do you have a complaint department?

VALENTER: We don't have a centralized complaint department as it were. Typically they would reach out probably to the parking office, sometimes we get complaints from facilities. We honestly don't get a lot of complaints.

And before everybody behind me rises up, I just want to be forthright, it doesn't mean they like it, it's just they've been living with it. So the idea that our students or faculty or staff or campus visitors, anyone can park on the streets, it's difficult because it's legal and it's public streets and they're open to the people that want to park there.

JOHNSON: Sure. Yeah, and I don't -- I want you -- my line of questioning is to kind of bring in that voice and say, look, this is an issue, it's an issue in the testimony, it's an issue that I've heard before that how do we do that. And I always go, okay, how do you mitigate that, and we're not at that process now, but we have people here that are going to say, hey, look, this is a real issue.

There are those that are going to say I don't care what it is, I don't want anything else, I like it how it is, but at the same time there is that person that says every day I have this. So one other question, do we still have the campus police?

VALENTER: Yes.

JOHNSON: They are a real police officer; correct?

VALENTER: They are real police officers.

JOHNSON: Do they have authority to drive outside and police anything?

VALENTER: So there's a Mutual Aid Agreement with the Clark County --

JOHNSON: Clark County Sheriff, okay.

VALENTER: -- Sheriff's Office; however, that like we responded to a rape and we were the close, an alleged rape and we were the closest responding, we have the authority to do that. We do not have the authority to go off of campus and ticket it or enforce parking off of campus, that is under the jurisdiction of the sheriff's office, but for emergencies or crimes we do have a Mutual Aid Agreement.

JOHNSON: That's very important because then the, yeah. Okay.

VALENTER: And if I can just offer one other thing. In partnership with maybe some of the people behind me, I don't know, but they came to us and said there's a problem and so we did

collaborate on designating some streets and the County was part of that designating some streets as two-hour limits only certain, during certain hours, and so we did work to communicate and supported that process, it's imperfect, but...

JOHNSON: No, and that's really kind of where I'm going is that a lot of this is a partnership and I would encourage you going forward to really -- I liked what Laurie said, opportunities in partnership, and through this process it's critical because that's how we solve some of these problems and we don't land them up here and say, look, for the last five years I've been dealing with this and I've not been heard and now it is reasonable to me when a community member says, look, you're going to put in dorms, more kids, more parking or whatever and we haven't either been heard or we don't have a process to make this, you know, to mitigate this.

So I would really encourage you to, and I know we're doing it with the outreaches, but to really hear that voice especially on the backside there because, you know, it is a real issue and I remember hearing about it 10 years ago, 13 years ago.

VALENTER: Well, the County did make some of the roads, they shortened the, there's a no parking zone and so they did shorten that, and to the best of my knowledge that's been honored, so there may be that there's something else that can be done, but that's outside of my area of expertise.

JOHNSON: Okay. Thank you. Any other questions? Okay. We will bring it back here now and we're going to open this up for the planning, or excuse me, for the community to testify. And I have your names here, and again, if you just wrote your names and you don't want to testify or if something's redundant, feel free to go, Karl, I'm good.

I'm going to hold you to three minutes only because we've got another issue right behind you too, so you've got the red, yellow button, just be good to us because I hate having to cut you off in the middle of it, it's not fun, so...

**Public Testimony**

So first up I have Marcella Huennekens; is that correct?

HUENNEKENS: My son-in-law will read my letter.

JOHNSON: Okay. Your son-in-law, can he come up right now and state your name and all this stuff.

DUKE: William Duke and this is for Marcella, so...

HUENNEKENS: I've been involved from the beginning in the early '90s when three different options for the 350 plus acres were presented to the interested neighbors.

When meeting with WSU and representatives from other prospective parties, they explained their plans and ideas to us and we then were able to ask questions and share our opinions. It finally came down to WSU Vancouver which most of the community felt best fit into our neighborhood. We queried Dean Hal Dengerink and Glenn Ford, the go-between man, about how it would be structured, how many years and what subjects would be taught.

We were assured time after time that it would be upper graduate only and they would not be changing the elevation nor would they be building dormitories on the property because there was plenty of apartments and/or homes to rent around the site. The County and school both realized the multiple problems it would cause with the extra traffic and walkers leaving trash, soda cans, food wrappers and bags thrown items on the ground or behind bushes.

They promised there would not be any changes to the elevation, then they started moving the dirt to the southwest corner. Mount WSU and each of the many times we called, their comment was we need a place to put the dirt for now but will be using the fill dirt for later. The change in elevation would only be six inches and will not interfere with anyone's views.

The need for parking garage was suggested many times and the answer we received is it's just too expensive. The school needs a parking garage way more desperately than dormitories with the cars currently parking from 139th Street going up the hill to who knows where. I've seen them parking up 29th Avenue to 159th Street and some using the side streets as well.

Basically we have tried to be good neighbors working with WSU Vancouver all these years and we all want WSU Vancouver to succeed, but I also expect them to keep their word and/or handshake. Thank you.

JOHNSON: Thank you. William, you were just on the list, do you want to speak yourself?

DUKE: That is correct. I have a letter also.

JOHNSON: Oh, okay. So this will be a separate three minutes. William Duke is next on here, so...

DUKE: We have a property directly across 29th Avenue from WSU campus. We had worked with WSU representatives from the outset and trusted that what they told us to be true including the following: No elevation changes, views would not be interfered with; upper graduate university only; no entrance or exit from 29th Avenue except emergency vehicles. We've seen actually the campus police using that as an entrance or exit. No emergency but they're using it as a travel path, bad precedent. It was going to be a commuter campus, meaning no on-site housing.

The first to go was the elevation change when they started excavating and storing the dirt in

the southwest corner along 29th Avenue directly in front of our property. We questioned Hal Dengerink at meetings about Mount WSU and were told it has to go somewhere. We used to be able to see the valley below but no longer.

As far as keeping it upper graduate only, that change was fine, except that it brings in so many more students who don't want to pay the parking fees so they park all over the neighborhoods and main streets. We can't even park in front of our own homes anymore unless we have a permit, which Lynn spoke on that.

WSU needs to find a way to either include parking fees with tuition or stop charging them so their students will park on campus. No entrance or exit from 29th Avenue needs to be kept for emergency vehicles only. 29th Avenue has heavy traffic and parked vehicles that already create a multitude of hazards for both pedestrians and vehicles. Adding even more traffic will increase the danger to the area. It must be remembered that the WSU Vancouver site is within a neighborhood, not a commercial area.

This neighborhood includes a five-acre county park located along 29th Avenue directly across from WSU. Children, their pets and families come to play and have fun and enjoy themselves. Opening an entrance or exit from 29th Avenue could have devastatingly tragic consequences.

We were assured there would be no dormitories or on-site housing needed since this would be a commuter campus and that if housing was needed, there was enough rentals nearby. To date it's even more true with many new homes and apartments that were developed since WSU Vancouver has come into our neighborhood, so on-site housing is just not needed.

For the most part we enjoy having the campus here and would like for us all to be good neighbors. We realize things change as time goes by, but being true to your word and what has been represented should never change. Thank you.

JOHNSON: Thank you. Next up, Pam Wolle.

WOLLE: Pass.

JOHNSON: Okay, Pam, pass. Glenn Tribe.

TRIBE: Pass.

JOHNSON: Pass, Glenn. Okay. Debbi Patton. Pass, okay. Mike Tribe. Michele Huffman.

HUFFMAN: No.

JOHNSON: No, okay. Denny Huffman. Vince Chavez.

CHAVEZ: Hello. I'm Vince Chavez. I go to WSU Vancouver right now. I'm current --

HOLLEY: Spell your last name, please.

CHAVEZ: Chavez, C-h-a-v-e-z. I'm the current student body president and I'm here to talk about housing and I just want to give you a little bit of background on me.

I study biology and neuroscience right now, I'm one year away from graduating and I was last a student ambassador and what that entails is giving towards to prospective students. As Lynn mentioned, in orientation that was one of the questions that was always asked, but to students who were coming and looking at our campus, that was also one of the most frequent questions I got without fail. It was every other tour that I would get, is there housing on campus, on this campus or what are the housing options around.

There are students who commute up to 45 minutes from Longview to get to our campus, and I currently am fortunate enough to still live with my mom and my two brothers. If housing was an option, I know that more students would be able to take that option and really not have to potentially clutter the streets.

And I will say I'm guilty of that. My freshman year during the summer I didn't need a pass for school, so to play basketball and to walk the trails and to do my exercise on campus, I would park on that side street and, yeah, play basketball, and I know people don't want to hear that, but that's just the reality of things.

Like you all said, if there is an option, university students, I don't think that many people can relate to us in this room, but we're tight on money and tuition has increased a lot, and whenever there is an option to look at something more feasible, that is an option that we take, and I know that student housing would be really important for our students. And I'm here not just to represent the current students, but really the best interests of all students moving forward and, yeah. Thank you.

JOHNSON: Thank you, Vince, appreciate it. Okay. I think it's Troy Fitzgerald, did I get it right, the first name right? I couldn't read it, I'm sorry.

FITZGERALD: Troy Fitzgerald. I just have a couple of questions and I'll keep it simple.

I believe her name was Lynn mentioned a Mutual Aid Agreement with the Clark County Sheriff's Department. I've only lived in this neighborhood maybe 15 months. I've noticed a bunch of, you know, the whole parking issue, everybody wants to bring up the parking issue, but with the influx of students and the potential of dorms, would there be an increase of law enforcement presence?

Currently we see them sporadically and we know that funding for law enforcement is at a minimal and the way the patrol distribution plan works obviously X amount of people, X amount of police. So would the influx of students, is that going to increase our police presence?

Next is what impact would commercial zoning, these students, there aren't, there aren't many close proximity eating establishments, college students don't want to eat in a cafeteria. So what impact will that start doing for commercial zoning down the road? That's pretty much it.

JOHNSON: Yeah. I would encourage you, Laurie, if I'm right here, to forward those and at least we can get some type of response if we can because if I tried to answer it, so I don't know if we have the answers right now, Laurie, or if we want to just get his e-mail.

ORJIAKO: We will take your name and work with you and anyone else that has similar concerns. As the university representative indicated they have not proposed any type of student dorm, the number of capacity or the number of rooms that they're going to be proposing, all those are going to come in the future, and as that comes or becomes clear, I think those type of conversation will then be more crystalized.

JOHNSON: It looks like is it Relth, Relth Tom?

TOM: Just visitor. Thank you.

JOHNSON: Just visitor. Okay. Mike Olson.

ODREN: Odren.

JOHNSON: Excuse me?

ODREN: Odren.

JOHNSON: Odren. Sorry, Mike. I tried, man.

ODREN: No worries. Mike Odren, O-d-r-e-n. I'm here representing the Development Engineering Advisory Board.

On January 3rd we did hear a presentation from Ms. Lebowsky on the proposed code amendment to allow housing on the WSU-V campus. We did have a couple of questions for her during that presentation and Ms. Valenter during that one did come up with regards to potential increase in traffic as well as, well, the increase in traffic would be addressed certainly during the Type III master plan review with additional traffic studies.

One thing that struck me as I was sitting back there and thinking about this, as this is a

commuter campus and if they allow students to live on campus, that would actually kind of translate into a reduction in trips to and from campus.

The other comments that came up during that time was whether or not if they had on-campus housing whether or not that would also cause for a need in food service that their response was, well, they didn't have anything programmed at this time so they didn't know, might be a public/private partnership but who knows what that would be, that again would keep those internal trips to the campus itself, so...

I'm here just as a representative of the DEAB and have any, you know, I'm here to answer any questions that you might have.

JOHNSON: Questions of the DEAB? Nothing? No.

ODREN: Appreciate it.

JOHNSON: Thank you. Last on our list is Stephan Abramson.

ABRAMSON: I wasn't planning to testify.

JOHNSON: Okay. Thank you very much. Okay. Is there anybody else that did not get on the list that would like to testify? Come on up to the microphone, please. Thank you.

MURPHY: My name is Randy Murphy, M-u-r-p-h-y. I'm actually here for the other one, but I live due north, 40 acres of WSU. My curiosity is on the map. Where would the entrance and exit be onto the traffic for where a dormitory would be put in?

LEBOWSKY: It would be the existing entrance and exit that's --

ORJIAKO: That's Salmon Creek.

LEBOWSKY: -- yeah, Salmon Creek.

MURPHY: The windy one that goes up the Snowball Hill?

LEBOWSKY: The other one on 29th.

JOHNSON: The yellow, is that the yellow road?

LEBOWSKY: Yeah, the yellow road right there.

MURPHY: So that's the road right on Salmon Creek Avenue itself?

LEBOWSKY: Right.

MURPHY: Which the creek runs west which hits the banks which that is probably de-staled the bank in the last 20 years of a good foot and a half. What is the impact of another 500, possibility of another 500 vehicles on that Salmon Creek Road? Already it's congested at times during the day with college students.

JOHNSON: Well, again, you know, we're looking at a Type III review that would address all those at that time --

MURPHY: I was just curious though.

JOHNSON: -- and in that is the traffic impact and what those impacts are, we don't know and I mean those would be determined. So at this time I don't -- I don't -- I understand what you're saying, you know, is there more, is there less, I think that's an unknown, I think you could look at the cup both ways that, well, if you had them there on campus, maybe there would be less.

MURPHY: I was just curious, I didn't know whether --

JOHNSON: I think the biggest thing you need to know here, and I'll just reiterate it, and correct me if I'm wrong, Oliver, is that this process to go forward to say, okay, we're going to build these, that Type III process is where that's another great opportunity for the community to say, okay, look, if this is approved by the County Councilors that these things need to be addressed and to a fine detail that they'll be held to that standard and so I don't, I think that that's the part where you kind of go, yeah, that's the concern, it's a reasonable concern and let's make sure we do it right or not do it I suppose.

MURPHY: I travel it every day, so...

JOHNSON: Yeah. No, and that's a fair question. Oliver.

ORJIAKO: Yeah, I have nothing else to add except to say that it's my understanding that the entrance to where the housing will occur will be the existing entrance. So at some point as they begin to develop their site plan if this is approved, then that conversation will continue to occur where will access be and whether there's going to be any other alternative access, but my understanding is that the access to where the campus housing will occur will be from the existing access from, I believe from Salmon Creek Avenue.

Now there has been some conversation about the road that 29 will play, I don't know that at this point, it's unknown. So as more information as they come in with their site plan and their scale and so forth and the number of student housing or unit that they will be providing, then those type of issues will be the time to be developed, those conversation will be made more clear. I will ask that you sign up so that we can notify you when we move to that next phase

so that you can continue to participate and be made aware of the proposals coming from the university.

MURPHY: Okay. Thank you.

JOHNSON: Thank you. Any others that would like to testify that didn't get their name on the list? That being said, let's bring it back to the Planning Commission for discussion.

**Return to Planning Commission**

SWINDELL: Well, I guess I'd actually like to really ask a question and that is a little bit of a concern that the public was told years ago never going to be any student housing, never going to be any freshmen and things are changing along the way, I mean I'm just curious what, you know, if I could ask, do we have any recollection of what was actually said? Do we have any history on that and how that was presented to the community in the past if I could? Sorry.

VALENTER: I'm just going to speak in general. I was not part of the university at that time, but I have been told by numerous credible people that people were told by a variety of individuals, State legislatures or other people that there would not be housing, and in fairness I don't want to throw anyone who used to be part of anything under the bus, at that time I believe they were speaking the truth and that's why we're here today because we can't have a change of that magnitude without the opportunity for public input, so I would not dispute and I've heard from numerous people who they themselves as former legislatures told people that there would not be housing, so I do, I would validate that. Is that what you were looking for?

SWINDELL: Yeah. And I guess I'd just say that for someone to say that without knowing being able to tell the future that just seems like a very bad thing to do to the public to tell them that this is never going to happen because you never know what's going to happen, you don't know the growth, you don't know what's going to happen around you, you don't know the opportunities.

So I'm of the opinion that I'm really curious to see, to move forward to see if having housing on the site is actually going to reduce maybe some of these parking issues, it might actually help that, it seems like it would, but I don't know. Have you guys, has anybody even looked at that, see how that might look?

VALENTER: I would just note that the architect who couldn't be here tonight has done projects all over the United States and he felt it was an important point that typically residential housing would reduce traffic impacts, but that's not a certainty we would be held accountable for that, but in general they're residential so they don't need cars to commute to and from campus.

HARDY: I'd just like to add to that a little bit more specifically. We provided this to the

County, we have a technical memorandum from SCJ Alliance, they're traffic consultants, they're experts in their field, Anne Sylvester's been working on the campus for more than 20 years and she did a study for both parking and traffic generation on the campus and as was suspected if you're, the conclusion of the report was as suspected, if you have dormitories, student housing on a university, you actually have a reduction in trips, it makes sense logically that you would have that situation.

The kids that are parking there, they are going to use food services, I mean that really is the intent here. There could be some kids driving off the campus, but again, you're looking at the finances of the student, most of them are probably cash dropped.

The parking issue, there would be a slight increase in parking because you've got the student fare; however, the important thing to remember here is that the 2007 master plan set the stage for student head count and that's remaining, so the student head count is not changing.

A few other things that were brought up, I just want to address those items. There's no proposed access on 29th Avenue. What was approved was bus access in the 2007 master plan, that's the only thing that would remain, so there's no intent to open that access point up.

Just a little bit more background. The university in addition to what Laurie identified in terms of mitigation, there's two Development Agreements WSU has with Clark County, one is from 1999 and one is from 2008. Unlike a lot of developments, it just happened once and they're done, the university continues to grow and expand and part of that is having predictability.

So the university has spent a lot of money and done actual physical improvements at traffic signals, one for example at Salmon Creek Avenue and 119th, they paid for that signal. They paid for the proportional share of the signal at 50th and 119th as well. They will be looking at issues for access dealing with campus access here for our students coming down the hill which would be the main access, each site plan review looks at issues like traffic signal warrants, at some point there may be a signal at that intersection. The university is also donating land as part of the Development Agreement along Salmon Creek Avenue, it is on the TIP for being approved, that roadway there.

So the university really wholistically has looked at a long-term picture here unlike other developments that really have not been perhaps tested to the same level, and that was intentional so that they could continue to expand. We all see traffic, we see that in this community. Part of what they're trying to do is be proactive and address traffic issues as they happen.

There have been very intensive traffic study information that's been done for the university, but essentially they've mitigated for the impacts that they are planning to have long-term, it's a long-term play, and so that's part of this is, is they're not done like a Fred Meyer, one shot and you're done, this is going to continue, there's multiple buildings that are still planned, academic

buildings on the campus.

Yes, you know, there is additional traffic, but the university has gone through and done that Development Agreement in advance. It didn't go into those level of detail since that's kind of the master planning piece that's going to be tested later.

I just wanted to give you guys some more background. So I'd be glad to answer other questions as well.

TORRES: You made a point about head count not increasing.

HARDY: Yes.

TORRES: Can you explain that a little more clearly.

HARDY: So head count in 2007 was the ultimate head count is 14,070, the head count that's identified in the master plan in 2007, that is not going to be increasing. Head count is the basis for the trip generation, not square footage on the campus. So it's all formulated based on that determination. So that generates traffic generation that's looked at for level-of-service throughout the community.

WSU in the last 2007 master plan was working with WDOT, that was before the 139th Street interchange was happening. So we were looking at proactively at how to integrate that traffic, what was going to happen when 139th was going to come through. So head count is a determination and they're locked into that. So it's essentially there's going to be no increase in terms of what the anticipated impacts would be for traffic, they've all been addressed.

TORRES: Okay. Thank you.

JOHNSON: Dick, any questions? Any other questions?

BENDER: I get it. Institutions evolve and they grow especially as the population that they serve grows. A lot of the citizenry was given certain promises which haven't come to fruition and that makes for bad relationships between the neighbors around the institution and the institution.

There is one problem although I think that can be solved and that's the on-street parking, and I would encourage the university and the citizenry to form a joint committee and talk to Public Works and talk to the Sheriff's Department, try to come up with a plan.

I know in other cities that I visited in California when a neighborhood is overrun with parking, the parking permits are issued to the people that own property there and those permits must be viewed in their car in order for having on-street parking, that's one potential that could be

looked at.

Another is folding into the tuition. I know nobody wants to see tuition go up, but you got a problem here. Parking is mandatory as far as buying a permit in your tuition, that means that everybody would have a parking permit and that could use up to a hundred percent of the current on-site parking.

You have three years to solve this problem for this code change that you want to have made, maybe even longer, I think that would be more than enough time, I wouldn't see more than six months needed to solve the problem and talk to the various agencies that are involved with this.

So I can't see bringing more grief to the citizenry around the institution that we're talking about until at least one little problem, one little bone is given to the citizenry and that is parking in their own neighborhoods where they live and want to enjoy the tranquility of their neighborhood.

JOHNSON: Yeah. I, again, you know, one of my complaints, and like I alluded to earlier, is this general idea of a way to communicate with the people around whatever we're doing, bear with me here, but the surface area mining people are coming up on both sides and this one lady came up and all she said was my house shakes and it was heart wrenching and it was real and I remember going, you know, somebody didn't listen to this poor lady and that didn't get solved.

So my encouragement is it's all about balance, you know, and my questions kind of center around a way to communicate as you grow. It is a beautiful campus, it is a worthy campus. It is something that Clark County can be proud of. I call it the jewel, it is, and I'm biased, I went there, but the idea is that it's going to grow, students are going to grow, traffic's going to grow, right on the table behind us is 179th, you know, that whole area is just going to, it's going to do it. So how we mitigate it and how we communicate with each other really comes back to the university and I like what you said about, you know, we've done a lot of things and we're being very proactive.

I think these are real complaints, I think they're reasonable. I remember talking to late Hal, the gentleman before, and he had told me the opposite, we're going to grow, you know, and that was Hal, he was just an on fire guy, you know, and I don't want to throw him under the bus because I know that his heart was for the university, but as we go forward I think it is very prudent that we lay out a path for the citizens to have a voice in this and do better just generally because a lot of it seems like there was some things that weren't happening.

To the community, I think this is an opportunity to be a part of something. Growth is growth, and I understand and I understand when things change and we are changing and we are growing and this is a place in Clark County that everybody wants to be and you put dormitories in a university and they will come and we have to recognize that and go, okay, but how do we

make it so your views, I like your comment on Mount WSU, I didn't know that was there, that's cool, but blocking views and things like that, look it, those are things that I think if we talk about it and we work through them, we don't just say, well, it's going to be there, it is reasonable what is coming from our community.

And so I encourage you going forward that we really heartfelt try to find a way to pull the community in and fight to get them in here and say let's have conversations. I'm a teacher and I teach, I teach wood shop in Battle Ground School District and I teach middle school and teach an 8th grader about hope and about out there is a great world, one of the conversations you can go to a university right down the road and nobody knows about it, don't tell them, okay, but, no, it's right there, you don't have to go to Pullman or you don't have to cross the river and I think that's incredibly important.

So, you know, I vote to support this, but I want you to understand it's nerve racking and I get really frustrated, and I know Commissioner Barca isn't here and I think he does too, is that sometimes your community comes forward and says you're not hearing, you're not hearing us, you're not hearing us, and the stakeholders say, yes, we are, we are but we're not dealing with the issues, and that doesn't mean we always get our way but that means these are real issues, those kids park there, we just heard the WSU president say he did, and somehow we got the knuckle head factor from our kids, we got to stop that because that's their home, so that's all I got to say.

Any other questions or comments? Okay. With that, roll call. Whoa, I need a motion.

COOK: Motion.

JOHNSON: Excuse me. I need a **motion**. Chris, you're good, you're fast. I need a motion and a second, please.

SWINDELL: I **MOVE** that we approve CPZ2019-00026, Clark County Unified Development Code.

TORRES: **Second**.

JOHNSON: Okay. With that, hearing a motion and a second, can we get a roll call, please.

**ROLL CALL VOTE**

SWINDELL: AYE
TORRES: AYE
BENDER: NO
JOHNSON: AYE

JOHNSON: Hearing 3 out of 4, **motion passes**, and we move on. Okay. Up next we have CPZ2018-00021, this is in regard to the Urban Holding of I-5 and 179th Street Plan Phase 2.

**PUBLIC HEARING ITEMS & PLANNING COMMISSION ACTION**, continued

**B. CPZ2018-00021 Urban Holding I-5/179th Street Area, Phase 2:**
The proposal will remove the comprehensive plan and zoning urban holding overlay. The proposed comprehensive plan map amendment will occur on six properties (181581000, 181548000, 181466000, 181580000, 181701000, and 181702000). These properties are designated with Single Family Residential Land Use and Zoning. The approximate area of the proposal is 143 acres
**Staff Contact: Matt Hermen at (564) 397-4343 or Matt.hermen@clark.wa.gov**

JOHNSON: Once, again, just kind of reminder of the kind of three-minute rule, I'm not going to hold you, you know, if it's a second or two, I don't mind, but just be good stewards of what we're doing there. With that, can we get a staff report, please?

ORJIAKO: Again, Planning Commission members, for the record, Oliver Orjiako. With me is Matt Hermen, Public Works, we also have Ahmad who is the County Engineer and also Director of Public Works who will be also staff giving you the presentation this evening.

This is a request to release urban holding in the I-5/179th corridor. I think the Planning Commission saw the first phase which was Killian/Three Creeks and you approved that and the Council also did approve your recommendation. So this is Phase 2 within the 179/I-5 corridor and we're calling this Phase 2 Holt Homes.

So Matt Hermen will go over the staff presentation, give you some background, the criteria for releasing urban holding, and then Ahmad will focus on where we are in terms of helping us to meet the criteria of lifting urban holding, and we have Randy Printz who is representing the applicant, so you'll hear from Randy, he already asked me should he take more than three minutes, I say, well, that's up to the Planning Commission, but in any case, we will work with him, so with that, I'll turn it over to Matt Hermen.

HERMEN: Good evening, Planning Commissioners. My name is Matt Hermen with Clark County Public Works.

In order to orient you to this proposal I will first talk about the binder. The relevant information that you'll find in your binder is on Tab 4, this contains the staff reports as well as all of the other applicable materials.

To begin, this is CPZ2019-00021, Holt Homes. Okay. Let me do my presentation. Go ahead, next slide, please. So these are the following -- it's working now -- this is the following topics that I'll address tonight during the staff report process. Okay.

First off, urban holding is a phasing tool that we use in Clark County. Urban holding is both a zoning overlay as well as a comprehensive plan overlay. It is applied to areas that are newly expanded in the urban growth area where the infrastructure is not in place to serve the urban development.

In this particular area, urban holding was applied in 2004 and then expanded in 2007. Today, the 179th Street urban holding area consists of approximately 2,200 acres. In September of 2018, you recommended approval for Phase 1 which was 40 acres just north of 179th and east of 10th Avenue. Phase 2 is 143 acres located north of 179th Street with some area to the south and directly west of 50th Avenue.

The potential economic development that could occur with the releasing of urban holding as a whole for the entire urban holding acres, the 2,200 acres are the following, is the potential to have an additional around 5,000 housing units, which would roughly be apportioned to 13,000 people. Total number of jobs that would result in this urban holding area is approximately 2600, of those you can see from these figures that that's separated into office, retail and industrial jobs.

The total revenue from the construction of the entire urban holding area is estimated at $188 million with 23 -- 23 million ongoing from the annual property tax collection. This information was provided by numerous studies, the Hovee study and then verified through our vacant buildable lands model.

These 143 acres that I talked about earlier is shown in this area in red, mostly north of 179th Street and west of 50th Avenue. The conceptual planned unit development for Holt Homes or Mill Creek PUD has the build-out of approximately 606 single-family homes with 99 townhomes. Those in combination consist of a forecast of 657 new PM peak hour trips. When I say PM peak hour trips, those are commonly referred to as rush hour traffic.

In order to lift urban holding for this, there is a Development Agreement that's proposed in association with the removal of the urban holding. That Development Agreement requests the following or consists of financial contributions to these projects. In total these projects are $116 million worth of investment to the local roads, 50 million of that is for the interchange replacement alone. That replacement has been authorized by the Connecting Washington Bill in the 2016 legislature and was allocated 50 million in 2016 and then an additional 500,000 was added by the legislature in 2017.

The local roads of which 179th from Delfel, which is west of the interchange, to 15th Avenue east of the interchange. Another project is 15th Avenue, this is a new extension from the three-way intersection at 179th Street and ultimately connecting at 10th Avenue, and then following two intersections both on along 179th Street, one at 29th Avenue and one at 50th Avenue, those local projects consist of approximately $66 million worth of investment. Those projects for those visual learners are located on this map.

Along with the financial contributions to those local projects, there's mitigation that will be required with this proposal, it includes mitigation that's directly on-site for the development. It includes stop signs for access on to the property as well as turn lanes at connections with 179th and 50th Avenue.

The criteria for lifting urban holding is defined by Clark County Code as well as the comprehensive plan. Clark County Code defines the first four criteria. The comprehensive plan defines completion of localized critical links and intersection improvements are reasonably funded shown on the County's Six Year Transportation Improvement Program or through a Development Agreement. This proposal is associated with the Development Agreement route.

The first phase was 40 acres that was approved eventually by the Clark County Council on December 18th. The second phase is what you're reviewing today; it's Holt Homes which I have briefly explained previously.

This, yeah, I'll invite Ahmad Qayoumi from the Director of Public Works to present at this point.

QAYOUMI: Thank you. For the record, Ahmad Qayoumi, with Public Works.

So I think just to give a little history on how this project came together. Back in November of 2018, I think this project was up for a hearing. At that time when I was talking with the planning community staff, we could not declare the project was reasonably funded, which means that the mechanism for area (inaudible) can go ahead and move forward with a project that there's going to be capacity.

So we looked on, because at that time we didn't have a clear direction in terms of how the project is going to be built or funded. We worked on finding ways to come up with 80 percent of public share and then the other 20 percent which falls in line with the State of Washington law and also the TIF requirement to get the project reasonably funded, planning ways that are funding that are available, the funding that we could get through grants, road funds and other means. So we worked on that and we also present that a couple of times with County Council in a way to move forward.

Council directed us to form a committee that consist of the developers, development community, county staff, the neighboring city, City of Ridgefield, City of Battle Ground, City of Vancouver to be a part of the committee and we've had three meetings so far, we're going to have another meeting, the final meeting which will be on February 25th to, for the final recommendation. So the committee is going to read all the options that the staff has come together, put together and they will pick one or two or three of the options to present so we can present to Council to a workshop and then finally through a public hearing process so they can finally approve those options and declare a reasonably funded.

So, so far we're moving forward with those project and when we presented the project and the options to Council in 2018 during December, at that time Council took one of the first steps and they increased the road levy funds by one percent, that will contribute $2.5 million or $2.6 million within six years toward as part of road fund levy that could be used for this project, that's step one, but we still have other options that we continue to work with the committee and we'll present that to the County Council for final approval to declare the project's reasonably funded.

All the projects that Matt mentioned are reasonably significant projects and these are required to be built as the capacity is created, and not only allowed the urban holding to be lifted, but also to allow other capacity for the projects not part of the urban holding so they can also move forward some of their projects. I know there is a couple of projects that already have vested trips, they can move forward, but I think some of the new projects or new projects that comes in, they have capacity constraints at this point.

HERMEN: So with that, staff is recommending a conditional approval recommendation, that conditional approval is based on these two criteria; number one, the County Councilors adoption of a formal finding that the critical links and intersection improvements needed to create capacity sufficient to accommodate the trips generated by the proposal are reasonably funded; and, two, the associated Development Agreement is approved and accepted by the Clark County Council. I'll take any questions.

BENDER: Make sure I understand on the options. The developer's portion of the projects is what, 20 percent did you say?

QAYOUMI: Approximately it would be 20 percent. Right now as part of our proposal we are asking almost approximately $7 million from about four big projects to do contribution based on their size and trips toward the project and then there will be other funding through either surcharge or possibly a traffic impact fee overlay to create additional funding, but that will, the total will be about 20 percent, 15 to 20 percent of private share which allowed by law to collect for those projects.

BENDER: On your proposal you're going to give to the Commissioners, the Councilors, excuse me, is there a CPM, a Critical Path of Management, for completion of all these projects?

QAYOUMI: Right now our goal is, as Matt mentioned, there is a State project which is for the interchange. There's also going to be another project that's going to be led by the private development on 179th and the rest of them will be County. We're going to try to coordinate those and our goal is to, once the Council approve that funding package, to start the design of all those projects at the same time and get the right-of-way and permit and environmental process cleared so by the time 2024, 2023 comes, then we're going to go construction of all those four projects, so that's the kind of the tentative plan in terms of approaching those for those projects.

BENDER: Thank you. Matt, I have a question for you. Of all those jobs projected, do we have a handle on how many are going to be actually in Clark County?

HERMEN: Those are --

BENDER: They're all Clark County? Oh, good.

HERMEN: Those job numbers that I showed are directly in the urban holding area.

BENDER: Great. Thanks.

JOHNSON: Any other questions? So, Matt, I have one on, I know we talked about this at the work session on grants, and I forgot the number you said, I just want to clarify, so part of the funding is grants and you calculated, correct me if I'm wrong, 80 percent of those grants being fulfilled, and so there's two parts, is that correct, and b, does that normally happen?

HERMEN: So with our funding partners we have relationships that are built, so we can look at our past projects and find out which ones have been approved through grant applications. With our current forecast and the projects that are necessary, the 80 percent estimate that I gave was 80 percent acceptance of those grants from those funding agencies.

QAYOUMI: And I can add a couple of things on that one. Typically the past was, there was like 30 percent local share or 50 percent local share. In order to get a high probability of getting more grants, we're adding like a local share, we wanted to make sure we get it up to 80 percent. We had some conversation with our funding partners and they are feeling comfortable if we could come up with 80 percent, the likelihood of us getting more grants or those grants are higher.

At this point, we're estimating about $11 million over a six-year period to get that much money in terms of grants from different agencies that we work with, so that increases our probability once we provide more local share and that coming from road funds or REET funds and also the private share also is accounted for as a local share, so that increases our chance of getting more grants.

JOHNSON: One more question. So the State's 50 million, 50.5 million is based on the County's ability -- no. Okay.

HERMEN: No. The 50.5 million is directly allocated from the State legislature to this interchange project, it is not County money, it is State money.

COOK: And that's already occurred.

JOHNSON: No, I understand that. But it's not -- it doesn't have -- my question kind of is,

well, what if this isn't approved, does that money go away?

HERMEN: No.

JOHNSON: That's going to happen, 179th interchange from the State's perspective and the State's money is going to happen no matter what, it will just dive into whatever's there basically; right?

HERMEN: Correct. Once the money gets allocated from the legislature it's there.

JOHNSON: Okay. Any other questions? Okay. With that, let's take some, bring it to the public. Again, you know, we've got a shorter list here, so...

ORJIAKO: Mr. Chair.

JOHNSON: Yeah.

ORJIAKO: I think the representative of the applicant first so you can hear from him and then start opening it up for the public.

JOHNSON: Okay. He only gets 32 seconds.

PRINTZ: Much like WSU I'm sort of the applicant here. My name's Randy Printz, P-r-i-n-t-z, 805 Broadway. I will make this as brief as I can for you.

It is, it's been a long time getting here. We've been at the table with the County and some of our other local private sectors, partners, WSDOT, for about four or five years working on this funding package, this is now put together at least 99 percent of it. A little bit of context for you for tonight for this action.

One, what we're doing is we are implementing the comprehensive plan that this Planning Commission adopted in '07. We are implementing the zoning, the underlying zoning, the densities that were adopted by this Planning Commission and the Board, then they were the Board of County Commissioners. We're not changing any densities, any amounts of development. All of these impacts have been fully analyzed under SEPA. The previous EIS that went with the comp plan should be part of this record and analyses, all of those things, all of the adverse environmental impacts of any of this development that's there.

We're not reinventing the wheel in removing urban holding or taking this action. The County has done this routinely with the urban holding areas around the county. This is probably the last one that's out there of any size, 119th, two on Fifth Plain Creek out on the east side of the county.

And in a very similar way, although it wasn't removal of urban holding, and Ahmad and I worked on this back with the City of Vancouver many years ago, the flyover at Chkalov off of 205, that whole area was in de facto moratorium which is essentially sort of the same thing as urban holding and a public/private partnership and additional planning came together to fund that.

139th that Lynn Valenter talked about tonight, actually WSU was very instrumental along with some of its private sector partners and gained the funding for 139th along with the County and very similar to things that are happening here.

You asked the question about, Commissioner Bender, about is there, is there a construction management plan in place for timing for all of this, good question. In a technical sense of the way you would normally approach a construction project the answer's no and nobody, we're not anywhere near that point yet, nor do we have to be and the reason for that is is that the standard both in the comp plan and in the Growth Management Act for what we're doing is, is whether or not something is reasonably funded within a six-year period.

So is there a plan, a funding plan that the County has that is makes it reasonable to believe that within six years of now that there will be funding in place to then construct those future improvements, so that's the standard.

So there is a timing plan for those things that's part of what Ahmad talked about, but I just wanted to be, I wanted to make sure that you, we weren't misleading you, that there isn't a true, (inaudible), construction management plan sitting there that says, okay, we're going to start grading on this date and all those sorts of things, but all those things will happen.

Since 2016 we've been meeting with staff, WSDOT, private sector partners, outside traffic consultants and at least two County Councilors on basically a monthly basis until we finally collectively came, came up with all of the traffic improvements that needed to be created, needed to be constructed for this entire area. So in this record there's hundreds and hundreds of thousands of dollars of transportation engineering that has been paid for both by the County and by Killian and Holt using Kittelson, who is an extremely well thought of credible transportation engineering firm in the region and they have identified, and County staff agrees with all of the improvements that they have identified that need to be ultimately constructed in order to create the capacity that we're talking about.

So then the next component of that was the funding side. So through that group and then this committee that Ahmad also talked about, we've been meeting on a weekly basis to narrow down all the funding components, the funding options, and we know what they are, there is plenty of money, there's more than an adequate amount of money in those pots collectively.

The question will be what does the Board decide for how much we're going to use of each one of those, whether how much road fund are we going to use, how much additional surcharge are

we going to put on the development community on top of their TIFs and whether or not any REET component or any other funding sources that are out there that the Board wants to use, but the pots of money that have been well identified, the amounts that are there that can be used are there and it's going to be ultimately up to the Board to make the determination about which how much of each of those they want to do.

So what I'm asking you to do and I think what staff is asking you to do to shorten this up is to implement the comprehensive plan with the zoning and all the densities and the plan that was adopted in '07 and do it in the following manner, do it in a way that conditionally approves or recommends to the Board that if, and only if the Board adopts a funding plan that reasonably funds within six years the transportation improvements that are, everybody understands and agrees are needed, then you would recommend that the comp plan get implemented and urban holding gets removed. If the Board doesn't do that, then that doesn't, and that's exactly what the Development Agreement that you have for Holt says, so... I'm happy to answer any questions.

I guess one other point just for the folks in the audience is this does not, this action whatever the Board does, but if the Board were to recommend or the Planning Commission were to recommend removal of this and the Board adopted it, it doesn't approve any development, all of the subsequent, we got to go through, you know, Hearing's Examiner, preliminary plat applications, all of that, that's a long ways off, so anyways, that's all I've got. Be happy to answer any questions.

JOHNSON: Any questions?

TORRES: Yeah, I just want to say I appreciate your clarification on the reasonableness standard for the funding, I think that's an important concept to understand.

PRINTZ: And I'll be around to answer any questions raised by the public or you guys at the end.

JOHNSON: I don't know if you can answer this one, on the school district, so when they, I don't know if you know, when they make their growth assessments, do they do it based on if an urban holding was removed? So their growth is saying basically potentially there's 5,000 homes there, we're prepared for that, whenever that happens; correct?

HERMEN: Their capital facilities plan is evaluated along with the growth projections of the build-out of the urban holding area.

PRINTZ: And, again, nothing in this action is creating more development or less development than what the existing comprehensive plan and zoning provides for, that would be a completely different process than what we're doing.

The very short version of this is simply the UH issues in areas where adopt a comp plan but you say, you know, we could use some additional capital facilities planning in these particular areas and so we're going to wait until that gets done until we remove UH, it's true for all of the urban areas, all of the areas, the urban growth areas that are small, Battle Ground being one, Ridgefield, in those cases it's transportation, sewer and water for example, but so here it's just transportation for this area, yeah.

JOHNSON: Okay. Thank you.

PRINTZ: Thank you.

**Public Testimony**

JOHNSON: Okay. From the public we have P. Siracusa.

SIRACUSA: I'll pass.

JOHNSON: Okay. Eileen Hochberg.

HOCHBERG: I'll pass.

JOHNSON: Pass. Okay. Dan Smith.

SMITH: Pass.

JOHNSON: Dan, you're going to pass. How about Jodi.

SMITH: Pass.

JOHNSON: Okay. Kevin McWilliams.

MCWILLIAMS: Pass.

JOHNSON: All right. Oh, man, this looks like Roofu, you live on 174th.

MURPHY: Randy Murphy.

JOHNSON: Sorry, Randy. I can't read. Oh, there you are, Randy.

MURPHY: My name is Randy Murphy, M-u-r-p-h-y. I'm here in regards to Phase 2. I was born and raised on this property, I've live there for 60 years. I can tell you where every little good fishing hole there is on Mill Creek. I can tell you where the deer run. I can tell you where the beaver hide.

My concern is the traffic. What are they going to do with all the little streams that run into Mill Creek. One runs in front of my house. When I built my house, I had to abide by the County laws, so many feet off the fence, so many feet away from the wetlands. When you open this up and remove, then that seems to all go away.

For us that have lived there for years in regards to this is our retirement, this is where we want to raise our families and yet now we're going to bring in this housing development in the middle of this farm somewhat housing community with 5 acre, 10 acre, 20-acre lots impact the intersection, the worst road in probably Clark County is 179th from 50th Avenue to 29th, it's roller-coaster alley, how are you going to widen that road without taking property away from people that live on that road right now.

My other concern is I will take the biggest impact of the home. I have -- they're building would be on the west side of me and on the north side of me, and I just I have to ask, why just this property the overlay would be removed, why not the adjoining properties? Why can't my property have the overlay removed?

I don't want to do subdivision, I want to do two homes for my daughters. I'm paying taxes, I've paid taxes for probably 25 years and it's almost to the fact I feel like I'm trying to -- you're forcing me, you're trying to tax me out so I can't keep my property. I can't do anything with it. We don't hay them anymore, but yet I can't build and provide for my family and yet this community comes in and wants to do this and build X amount of homes.

I can sit in my window and I watch on a Saturday I counted 3,000 cars just on 179th to 50th Avenue, ten semi-trucks, truck and trailer 45 foot, 25 motorcycles. How many homes are they going to build? How much traffic is going to be added? I guess I ask that on the property lines amongst the people that live within the community they have single-story homes and the overlay be lift from my property so I can also build. Thank you.

JOHNSON: Thank you. I think a lot of those again get your e-mail and maybe some of those questions can be answered the best we can and we don't, and I don't mean just, you know, blowing smoke, I mean to really say look, you know, these are obvious concerns, but I encourage you to communicate with staff because I know that they continuously, they respond. Whether you agree with it or not, I don't know, but they absolutely come back and say here's the deal and, so...

ORJIAKO: Yeah. And, Planning Commission members, if I may, given the capital projects that have been working with Public Works that they've identified, if the findings is made and the Council makes a decision on the funding that those projects are reasonably funded within the six-year time frame, the goal is to lift urban holding so that if his property is within the current urban holding, which I think it is, then that will make it clear that his property will be included when the urban holding is lifted, the goal is to lift urban holding for everyone where

the urban holding currently applies.

COOK: Though that is not the current application before the Planning Commission.

JOHNSON: But at least we get closer to one of your questions. And I know the streams and things like that, all of that is going to come up in a different place, and trust me, it's, you know, it is a different world now and 60 years being here, I'm sure 60 years ago if you tried to build it you just build, but now the mitigation and the requirements from the State, from the Federal government, from the County, it's not going to be just throw it out there, so... Okay. Again, I can't read the next one, you live on 28th Court. Is it Eileen F., help me out here, 15711 N.E. 28th Court. Okay. It looks like Fitzgerald, 29th Avenue.

ORJIAKO: WSU.

JOHNSON: Huh?

ORJIAKO: WSU. I think they wrote their names maybe on both sheets.

JOHNSON: Brooks. Sorry, I couldn't read your first name.

BROOKS: Dan.

BROOKS: Dan. Okay, Dan. Come on up, man.

BROOKS: Hi. My name is Dan Brooks. I live at 4012 N.E. 179th Street and I'm just here to ask that also the overlay be lifted on my property and please consider that. Thank you.

JOHNSON: Okay. Thank you, Dan. And finally I have Randy Printz. Randy, you're there. Okay. Any other people that want to speak? Come on up and just give your name and where you live.

HUFFMAN: My name is Michele Huffman and I accidentally signed up on the WSU list, and my address is 3819 N.E. 188th Street.

We live very close to this Phase 2 and this is the first time that we've actually become aware of this proposal, so it's new to us. 657 additional vehicular trips in the PM peak hour, that's a lot for the 29th Street and 179th Street intersection which we are very familiar with.

And as the gentleman said before me, it's very, very crowded, so I would love to see not only a conditional approval but a contingency that should the money not actually materialize for the development, that the project would be denied, so it's not just a plan in place to get the funding but actually get the funding and actually do the development. These streets cannot handle this kind of additional traffic unless the improvements are done.

And the other comment I would like to make to get on the record, it has nothing to do with traffic, but in our area virtually all of the homes that are there now depend on well water, 100 percent for our water, and I'm reading about, oh, more than 700 homes in this one development, not to mention the thousands anticipated, my caution flags come up saying, uh-oh, what kind of contingencies are in place to ensure that the water table is not adversely impacted for existing private wells because we have no alternative, we need water for the homes that are there now, where's the water coming from to support these, you know, it's not in this document obviously, but we need to make sure that these kind of developments do not adversely impact existing homes and existing communities, people that have been living there and depend on the natural resources that are there now. So those are the two comments I had.

JOHNSON: Thank you. Is there anybody else that I had on the other list by accident that I called and you didn't want to testify? Any other, anyone want to comment? Going once? Okay. With that said, we'll close the public portion and bring it back to the Planning Commission. Gentlemen.

**Return to Planning Commission**

SWINDELL: So I just want to make sure I'm understanding and clarifying that I think back on one of the slides it might show it that we've got Holt Homes, there's two other, there it was right there, there we go, oh, yeah, Holt, Hinton, Wollam, the Killian, now we've already talked got Killian.

So I guess my point is we've got some developers coming together with staff saying let's try to solve this issue which is the 179th Street overpass which is holding up everything out in that area for the urban holding to be lifted so they're investing hundreds of thousands of dollars risking, you know, obviously with the potential of development --

PRINTZ: Millions, millions.

SWINDELL: -- millions and millions to get this to come through kind of being the tip of the sword if I can put that that way, so it will hopefully, if you're wanting the urban holding lifted, it's going to benefit you and during that process all these issues with the streets and the water and all those things, those are all going to come forward and public testimony is going to be taken and all those development steps, so you'll be able to ask those questions and staff will address those things.

So it's my understanding this is really a huge partnership to come together to solve that problem at 179th Street. So I just want to make sure I understood that. Is that correct?

HERMEN: Yes.

ORJIAKO: Yes.

COOK: Well, the interchange itself is a State project because that's a State facility. The $66 million in addition to the 50 that the State is going to devote to the interchange will go to the projects like 179th and 50th and 179th and 29th and so those are the local projects and, yeah, the developers are coming to the table with the County to figure out how to get that done.

SWINDELL: Okay. Thank you.

TORRES: Is there any chance that the State project on 179th would impact or delay the infrastructure work for this project or vice-a-versa?

HERMEN: I'll let my County engineer answer that.

QAYOUMI: My thing is that we have already started the conversation with the State and we are meeting with them on a monthly basis, one of the things is we want to continue to work with them to make sure the project moves forward in terms of right now they're working on the design to get the design done and environmental process and other right-of-way issues settled so by the time the funding comes together in like 2023, that they can go to construction.

So we're pushing hard and we're also working with the State legislature to advance some of the money so the projects keeps moving forward instead of waiting until 2023 to start the designing or other steps so that we can coordinate with our projects. Our goal is to make sure that we start the projects all at one time so that our residence get start at one time instead of piecemealing those projects.

TORRES: Right, that's what I'm getting at. So the interchange is scheduled for 2023; correct?

QAYOUMI: Yes, and our goal is to get our projects ready for construction for those times as well.

JOHNSON: Dick, anything?

BENDER: No, I'm okay.

JOHNSON: You know, it would be unconscionable, I know what you're saying, Chris, (inaudible), the State is building this massive interchange, if we look at just Battle Ground, La Center with the casino, it's just a natural, you know, this has been a, the interchange I'm talking about itself has been a mess, you know, with all the fairgrounds and the concerts and things like that and fixing that has always been something that we've talked about and I like what you said getting there is and getting the investment and the partnerships are critical.

So it's coming with lifting the urban holding, water, as a teacher, schools, you know, we can't pass a bond out there no matter what we do, but the idea is that those things will be addressed, it has to be addressed, so we're not at that stage right now, and again we are doing what the comp plan says to do, we're removing urban holding, and no one, I could not see anybody building anything without this being, a, fully funded at one point or another, we're not going to put 600 homes out there without dealing with 29th or 179th or 50th and I wouldn't think the County would even say we're going to have this great nice beautiful interchange and then it just drops off into an abyss.

And so I want to encourage once again, the same thing I said in the last thing, is that be a part of this, you know, we have to make sure that it's done right and your voice is heard, so thank you gentlemen. Any other questions? With that I would take a motion.

BENDER: I would like to make a **MOTION** for conditional approval of CPZ2018-00021, Amendments of Comprehensive Plan and Zone Maps to Remove Urban Holding Overlay Phase 2.

TORRES: **Second**.

JOHNSON: Roll call, please.

**ROLL CALL VOTE**

SWINDELL: AYE
TORRES: AYE
BENDER: AYE
JOHNSON: AYE

JOHNSON: Okay. With that, motion passes.

**OLD BUSINESS**

None.

**NEW BUSINESS**

JOHNSON: Any new business? Just one more thing, I want to thank Rick, his first job, he's not a rookie, he's a veteran, so thank you for being here.

**COMMENTS FROM MEMBERS OF THE PLANNING COMMISSION**

None.

**ADJOURNMENT**

JOHNSON: Thank you for coming.

The record of tonight's hearing, as well as the supporting documents and presentations can be viewed on the Clark County Web Page at:
**https://www.clark.wa.gov/community-planning/planning-commission-hearings-and-meeting-notes**

Television proceedings can be viewed on CVTV on the following web page link:
**http://www.cvtv.org/**

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