



CITY COUNCIL REGULAR MEETING AGENDA
Tuesday, January 2, 2018, 7:00 PM
City Hall, 616 NE 4th Avenue

NOTE: For both public comment periods - come forward when invited; state your name and address; limit comments to three minutes. Written comments can be given to the City Clerk. If it's a public hearing or a quasi-judicial matter, special instructions will be provided.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. PUBLIC COMMENTS

V. OATH OF OFFICE

A. Oath of Office

Details: City Attorney Shawn MacPherson will administer the Oath of Office for newly appointed Council Member Deanna Rusch, Position 1 of Ward 1. The term began January 1, 2018, and ends December 3, 2018.

Presenter: Shawn MacPherson, City Attorney

 [Rusch Oath of Office](#)

Vi. CONSENT AGENDA

A. Approve the December 18, 2017, Camas City Council Regular and Workshop meeting minutes.

 [December 18, 2017 Camas City Council Regular Meeting Minutes - Draft](#)
[December 18, 2017 Camas City Council Special Meeting Minutes - Draft](#)

B. Approve the automated clearing house and claim checks as approved by the Finance Committee.

C. Authorize the Mayor to sign Consultant Agreement Amendment No. 1 with Harper Houf Peterson Righellis Inc. (HHPR) for an additional \$55,865 for unforeseen cultural resources work to complete the design, plans and specifications for the Heritage Trailhead Parking Expansion. The new contract total is not to exceed \$181,405. This work is funded in the 2017 budget. (Submitted by James Carothers)

 [Heritage Trail Parking Consultant Contract Amendment 1](#)

NOTE: Consent Agenda items may be removed for general discussion or action.

Vii. NON-AGENDA ITEMS

- A. Staff
- B. Council

Viii. MAYOR

- A. Announcements
- B. 2018 Camas City Council Committee Appointments

 [2018 Camas City Council Committee Appointments](#)

IX. MEETING ITEMS

- A. Public Hearing for Resolution No. 18-001 Pre-Annexation Development Agreement (DA) Extension
Details: Staff requests a 60-day extension of the January 7, 2008 Pre-Annexation DA approved through Resolution No. 1122 and amended by the March 16, 2010 Addendum to Pre-Annexation DA. The purpose of the extension is to utilize language from the DA for future economic development in the area. The current DA would otherwise expire on January 7, 2018.
Presenter: Phil Bourquin, Community Development Director
Recommended Action: Staff recommends Council conduct a Public Hearing, deliberate and move to adopt Resolution No. 18-001.

 [Pre-Annexation Development Agreement](#)
[Pre-Annexation Development Agreement Addendum](#)
[Second Addendum to Development Agreement \(current action\)](#)
[Public Notice for Public Hearing](#)
[Resolution No. 18-001](#)

- B. Ordinance No. 18-001 An Ordinance Addressing Animal Noise
Details: The City of Camas has existing statutory language in Camas Municipal Code (CMC) 6.08.140 that addresses dogs that habitually bark, whine or howl to a degree that it is disruptive to neighbors or creates a public nuisance. That language was declared unconstitutional by the Washington State Supreme Court in *Spokane v. Fischer*, 110 Wn. 2d 541 (1988). A modification to the old language of CMC 6.08.140 will establish new standards to correct the deficiency, which must be met before enforcement can occur.
Presenter: Mitch Lackey, Chief of Police
Recommended Action: Staff recommends Council move to adopt Ordinance No. 18-001 and publish according to law.

 [Ordinance No. 18-001 - Addressing Barking Dog Code Language](#)

X. PUBLIC COMMENTS

XI. ADJOURNMENT

NOTE: The City welcomes citizen participation in the public meeting process. Anyone with special needs can participate; call 360.834.6864.

STATE OF WASHINGTON}

OATH OF OFFICE

County of Clark

} ss.
}

I, **DEANNA RUSCH**, do solemnly swear (or affirm) that I am a Citizen of the United States and of the State of Washington; that I will support the Constitution and Laws of the United States and the Constitution and Laws of the State of Washington, and will to the best of my judgment, skill and ability, truly, faithfully, diligently and impartially perform the duties of the office of **COUNCIL - WARD NO. 1, POSITION NO. 1, CITY OF CAMAS**, in and for Clark County, Washington, as such duties are prescribed by law, so help me God.

Subscribed and sworn to before me this ____ day of _____ 20____.



CITY COUNCIL REGULAR MEETING MINUTES - DRAFT
Monday, December 18, 2017, 7:00 PM
City Hall, 616 NE 4th Avenue

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Present: Bonnie Carter, Don Chaney, Steve Hogan, Melissa Smith and Shannon Turk

Staff: Bernie Bacon, Phil Bourquin, Pete Capell, Jennifer Gorsuch, Shawn MacPherson, Steve Wall and Alicia Pacheco (intern)

Press: Tori Benavente, Camas-Washougal Post-Record

IV. PUBLIC COMMENTS

V. CONSENT AGENDA

- A. Approved the December 4, 2017, Camas City Council Regular and Workshop meeting minutes.

 [December 4, 2017 Camas City Council Workshop Meeting Minutes - draft](#)
[December 4, 2017 Camas City Council Regular Meeting Minutes - draft](#)

- B. Approved the automated clearing house and claim checks numbered 135649 to 135814 in the amount of \$1,491,003.01.

- C. Authorized the Final Pay Estimate to Brix Paving Northwest Inc. for the 2017 Citywide Asphalt Overlay Project in the amount of \$1,664.21 and accepted this project as complete. (Submitted by Denis Ryan)

 [Asphalt Overlay Project Final Pay Estimate](#)

- D. Authorized the write-off of 74 unpaid parking tickets and late fees from 2016 in the amount of \$2,990.00. (Submitted by Pam O'Brien)

- E. Authorized the write-off of the November 2017 Emergency Medical Services (EMS) billings in the amount of \$82,260.89. This is the monthly uncollectable balance of Medicare and Medicaid accounts that are not collectable after receiving payments from Medicare, Medicaid and secondary insurance. (Submitted by Pam O'Brien)

- F. Authorized the write-off of 202 Emergency Medical Services (EMS) billings in the amount of \$144,461.81. These accounts represent billings prior to 2016 that have been submitted to a collection agency in which the City has not received payment. (Submitted by Pam O'Brien)
- G. Authorized the write-off of 2017 unpaid final utility bills in the amount of \$8,594.68. This amount represents outstanding sewer, garbage, recycling and storm water charges that are left unpaid by previous property owners. (Submitted by Pam O'Brien)
- H. Authorized the Mayor to sign the Community Development Block Grant (CDBG) Agreement with Clark County for the receipt of \$292,648 for the NE Dallas Street Improvements Project. The project limits are NE Dallas Street, from NE 17th Avenue to NE 21st Avenue. Improvements include replacement of the sewer main and sewer & water services, sidewalk curb ramps installation, and roadway rehabilitation. This project is fully funded in the 2017 capital budget and will be carried over into the 2018 budget in the spring omnibus. In addition to this grant, funding for this project is from proceeds from the water, sewer and street funds. Design is being completed by Camas Engineering staff. (Submitted by Jim Hodges)

 [Dallas Street Improvements Grant Agreement](#)

It was moved by Council Member Hogan, seconded by Anderson, to approve the Consent Agenda. The motion carried unanimously.

VI. NON-AGENDA ITEMS

A. Staff

There were no items from staff.

B. Council

Hogan attended the Wreaths Across America event at the Camas Cemetery.

Carter attended the Planning Commission meeting.

Turk announced a free community breakfast at the Camas Community Center this Sunday.

Chaney commended staff and the elected officials for volunteering for the Salvation Army's bell-ringing at the Camas Safeway last week.

Anderson attended the C-TRAN, Administrative Committee and East County Fire & Rescue (ECFR) meetings.

VII. MAYOR

A. Mayor's Volunteer Spirit Award

Mayor recognized Shannon Van Horn as December's Mayor's Volunteer Spirit Award recipient.

VIII. MEETING ITEMS

A. Oath of Office

Details: City Attorney Shawn MacPherson administered the Oath of Office for Council Members Melissa Smith in Position 2 of Ward 1, Steve Hogan in Position 2 of Ward 2, and Shannon Turk in Position 2 of Ward 3. The four-year terms will begin January 1, 2018, and end December 31, 2021.

Presenter: Shawn MacPherson, City Attorney

 [Council Member Melissa Smith - Oath of Office](#)

[Council Member Shannon Turk - Oath of Office](#)

[Council Member Steve Hogan - Oath of Office](#)

The City Attorney, Shawn MacPherson, administered the oath of office to City Council Members, Shannon Turk, Melissa Smith and Steve Hogan.

B. Mayor Higgins' first day on Council was on December 20, 2002. Thank you for 15 years of service to the citizens of Camas.

Mayor Pro Tem Hogan recognized Mayor Scott Higgins for his 15 years of service to the City of Camas as Council Member and Mayor.

IX. PUBLIC COMMENTS

No one from the public wished to speak.

X. EXECUTIVE SESSION

A. Qualifications of applicants for the appointment to the City of Camas Council Member Ward #1 were evaluated.

The meeting recessed at 7:20 p.m. for discussion about the qualifications of applicants for the council member position.

The meeting reconvened at 7:48 p.m.

The following Roll Call Vote was taken:

Turk - High

Hogan - Battan

Smith - Rusch

Chaney - Baranowski

Anderson - Baranowski

Carter - McKercher

The meeting recessed at 7:52 p.m. for discussion about the qualifications of the remaining applicants for the council member position.

The meeting reconvened at 8:01 p.m.

The following Roll Call Vote was taken:

Turk - McKercher

Chaney - Baranowski

Hogan - Rusch

Anderson - Rusch

Smith - Rusch

Carter - Rusch

XI. MEETING RESUMES

- A. Appointment of Camas City Council Member Ward #1 position for the term of January 1, 2018 through December 3, 2018.

The majority vote resulted in Deanna Rusch being appointed as Camas City Council Member Ward #1 effective January 1, 2018. Rusch's oath administration will occur at the January 2, 2018 Regular meeting.

XII. ADJOURNMENT

The meeting adjourned at 8:02 p.m.

NOTE: The City welcomes participation of its citizens in the public meeting process. Effort will be made to ensure anyone with special needs can participate. For more information call 360.834.6864.



**CITY COUNCIL WORKSHOP
MEETING MINUTES - DRAFT
Monday, December 18, 2017, 4:30 PM
City Hall, 616 NE 4th Avenue**

SPECIAL MEETING

I. CALL TO ORDER

Mayor Scott Higgins called the meeting to order at 4:30 p.m.

II. ROLL CALL

Present: Greg Anderson, Bonnie Carter, Don Chaney, Steve Hogan, Melissa Smith and Shannon Turk

Staff: Bernie Bacon, Phil Bourquin, Pete Capell, Jennifer Gorsuch, Mitch Lackey, Joe Vrtiska, Steve Wall and Alicia Pacheco (intern)

Press: Tori Benavente, Camas-Washougal Post-Record

III. WORKSHOP TOPICS

- A. Candidate interviews were conducted for appointment to City of Camas Council Member Ward #1. The interviewees were:

- Shawn High
- Catherine Nelson
- Dareena Stepanyuk
- Deanna Rusch
- Doreen McKercher
- Jessie Wimer
- Roman Battan
- Stephen Baranowski

Due to the number of applicants, the Executive Session to evaluate the qualifications of the applicants, and the appointment of the applicant, took place at the 7:00 p.m. Regular Meeting.

Mayor commented about the process for the interviews and appointment. All eight candidates were interviewed.

IV. ADJOURNMENT

The meeting adjourned at 6:19 p.m.

NOTE: The City welcomes citizen participation in public meetings. Anyone can participate. For more info, call 360.834.6864.



TO: Jim Hodges – City of Camas

FROM: Chuck Harper - Harper Houf Peterson Righellis Inc.

DATE: October 26, 2017

**SUBJECT: Lacamas Heritage Trail Parking Lot Expansion Consulting Services
Professional Services Agreement Amendment**

Harper Houf Peterson Righellis Inc. (HHPR) in association with Archaeological Investigation Northwest (AINW) proposes an amendment to the Professional Services Agreements to provide the planning, environmental and cultural resources permitting studies and permitting, and engineering services associated with the Lacamas Heritage Trailhead Site located near the intersection of NE Goodwin Road and NW Alexandra Lane. The current Professional Services Agreements include the following.

- Lacamas Heritage Trail Parking Lot Expansion - Parking Concept Analysis (City Project S-566B)
- Lacamas Heritage Trail Parking Lot Expansion – Engineering and Permitting (City Project P-911)

SCOPE OF SERVICES

The amendment consists of the services required to complete the planning, environmental and cultural permitting, and civil engineering services for the subject project as described below.

Archaeological Investigation and Reporting

The original scope only included background review and shovel testing to assess the site. After discovery of the cultural resource the following expanded scope of services became necessary to design and permit the project.

- Additional Shovel Testing
- Archaeological Site Alteration and Excavation Permit Application
- Coordination with DAHP
- Summary for SEPA #13 (historical/archaeological)
- Revised Draft Archaeological Survey Report
- Coordination with Tribes and Agency Conditions
- Archaeological excavations conducted under permit including:
 - Fieldwork: six quarter test units (QTUs) excavations
 - Artifact processing, curation, and reporting

Site Plan Revision and Analysis

- Parking Plan Reduction Options Analysis – HHPR developed five options (with estimates) to reduce the original 47 parking stall lot to concept layouts ranging from 15 to 30 parking stalls.
- The original 47 parking stall lot was reduced to a 17 parking stall lot, including revisions to the design, plans, and estimates.

Preliminary (99%) PSE Completion

- The project deliverable was reduced from completion of Final PSE and Storm Report to the finalization of 99% PSE and Preliminary Storm Report.

PROPOSED PROFESSIONAL FEES

Based on the amended scope of services summarized above, Harper Houf Peterson Righellis Inc. proposes a **\$55,865** fee amendment to the current agreement, as summarized below.

						<u>Estimated Service Fees Remaining</u>
<u>Estimated Fees To Complete</u>						
Planning, Environmental, and Permitting (HHPR)						\$3,000
Civil Engineering (Final 99% Plans and Storm Report) (HHPR)						\$7,000
Archaeological Investigation and Permitting (AINW)						\$48,500
Estimated Total to Complete						\$58,500
<u>Contract Balance Estimate</u>				Agreement Fee Limit	Total Invoiced To Date	<u>Estimated Contract Balance</u>
Parking Lot Concept Design (City Project S-566B)				\$27,205	\$24,570	\$2,635
Parking Lot Design and Permitting (City Project P-911)				\$98,335	\$98,335	\$0
Totals				\$125,540	\$122,905	\$2,635
Professional Services Agreement Amendment						\$55,865
				HHPR	AINW	Total
Original Agreement Contract Fee				\$120,020	\$5,520	\$125,540
Professional Services Agreement Amendment				(\$6,415)	\$62,280	\$55,865
Totals				\$113,605	\$67,800	\$181,405

AGREEMENT

All conditions of the original agreements for the Lacamas Heritage Trail Parking Lot Expansion - Parking Concept Analysis (City Project S-566B) and Lacamas Heritage Trail Parking Lot Expansion – Engineering and Permitting (City Project P-911) shall pertain.

If you agree with this proposal, please sign on the space provided and return a signed copy.

HARPER HOUF PETERSON RIGHELLIS INC.

CITY OF CAMAS

Charles L. Harper, PE



Principal

BY: _____

Title: _____

Date: _____

2018 COUNCIL APPOINTMENTS

Board/ Committee/ Commission	Full Name	Position
Administrative Committee	Greg Anderson	Liaison
	Melissa Smith	Liaison
	Steve Hogan	Liaison
Camas Youth Advisory Council (CYAC)	Scott Higgins	Liaison
Camas-Washougal Economic Development Association (CWEDA)	Scott Higgins	Liaison
	Steve Hogan	Alternate
City/School Committee	Don Chaney	Liaison
	Scott Higgins	Liaison
Clark Regional Emergency Services Agency (CRESA)	Don Chaney	Liaison
Columbia River Economic Development Council (CREDC)	Scott Higgins	Liaison
Community Development Block Grant	Scott Higgins	Liaison
C-TRAN	Shannon Turk	Liaison
	Greg Anderson	Alternate
CW Chamber of Commerce	Melissa Smith	Liaison
	Bonnie Carter	Alternate
Design Review Committee	Melissa Smith	Liaison
Downtown Camas Association	Bonnie Carter	Liaison
	Steve Hogan	Alternate
East County Ambulance Advisory Board (ECAAB)	Greg Anderson	Liaison
	Steve Hogan	Alternate
Economic Development Strategy Committee for Economic Incentives	Greg Anderson	Liaison
	Scott Higgins	Liaison
	Shannon Turk	Liaison
Finance Committee	Don Chaney	Liaison
	Shannon Turk	Liaison
	Bonnie Carter	Liaison
Fire - Joint Policy Advisory Committee (JPAC)	Don Chaney	Liaison
	Greg Anderson	Liaison

Board/ Committee/ Commission	Full Name	Position
	Deanna Rusch	Liaison
Fire/Emergency Medical Services Partnership	Greg Anderson	Liaison
	Scott Higgins	Liaison
GP Mill Advisory Committee	Steve Hogan	Liaison
	Scott Higgins	Alternate
LEOFF Disability Board	Melissa Smith	Board Member
	Don Chaney	Board Member
Library Board	Bonnie Carter	Liaison
	Shannon Turk	Alternate
Lodging Tax Advisory Committee	Deanna Rusch	Liaison
Lower Columbia Fish Recovery Board - Regional Cities Rep	No assignment	
Mayor Pro-Tem	(Council to Select)	Liaison
Parks & Recreation Commission	Deanna Rusch	Liaison
	Melissa Smith	Alternate
Planning Commission	Deanna Rusch	Liaison
	Bonnie Carter	Alternate
Port of Camas-Washougal	Scott Higgins	Liaison
Regional Transportation Council (RTC)	Melissa Smith	Liaison
	Paul Greenlee (Washougal City Council)	Alternate
Shoreline Management Review Committee	Don Chaney	Liaison
Sister Cities Committee	Shannon Turk	Liaison
	Scott Higgins	Alternate

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7 **PRE-ANNEXATION DEVELOPMENT AGREEMENT**
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9
10

11 THIS DEVELOPMENT AGREEMENT is made and entered into by and between the
12 City of Camas, a Washington Municipal Corporation, hereinafter the "City," and Grass
13 Valley Holdings, LLC, a Nevada Limited Liability Company, APC Sunrise Summit LLC,
14 a Washington Limited Liability Company, and Skola, LLC, a Washington Limited
15 Liability Company, collectively GRASS VALLEY AFFILIATED ENTITIES (GRASS
16 VALLEY), and Eiford Properties, LLC, a Washington Limited Liability Company
17 (EIFORD). GRASS VALLEY and EIFORD are hereinafter collectively referred to as
18 the "Developer".
19

20 **RECITALS:**
21

22 **WHEREAS**, Developer owns or controls certain real property which is located
23 outside the City's present municipal boundary, but is located within the City's Urban
24 Growth Boundary; the real property is more fully described in the attached Exhibit "A"
25 and is incorporated by reference herein (hereafter the "Property"); and,
26

27 **WHEREAS**, Developer and Fisher Asset Management, LLC, a Delaware Limited
28 Liability Company (including any affiliate thereof, "Fisher"), have executed option
29 agreements (hereafter the "Option Agreements") under which Fisher has been granted the
30 option to purchase that portion of the Property more fully described in the attached
31 Exhibit "B" which is incorporated by reference herein (hereafter the "Option Property");
32 and,
33

34 **WHEREAS**, the City seeks, through execution of this Agreement, to increase
35 employment opportunities within the City, to generate property taxes and to increase
36 opportunities for sales taxes for the City; and
37

38 **WHEREAS**, dedication of land for public rights of way and utilities to serve the
39 citizens of Camas are consistent with adopted plans and in the interest of the City; and
40

41 **WHEREAS**, the City acknowledges the benefits associated with Fisher's
42 ownership and development of the Option Property; and,
43

44 **WHEREAS**, the City is a Washington Municipal Corporation with annexation
45 powers, and land use planning and permitting authority over all land within its corporate
46 limits; and,

1
2 WHEREAS, the Washington State Legislature has authorized the execution of a
3 Development Agreement between a local government and a person having ownership or
4 control of real property within its jurisdiction pursuant to RCW 36.70B.170(1); and
5

6 WHEREAS, local governments may also enter into a Development Agreement
7 for real property outside its boundaries as part of a proposed annexation or service
8 agreement pursuant to RCW 36.70B.170(1); and
9

10 WHEREAS, pursuant to RCW 36.70B.170, a Development Agreement may set
11 forth the development standards and other provisions that shall apply to, govern and vest
12 the development, use and mitigation of the development of real property for the duration
13 specified in the agreement; which statute provides:
14

15 (1) A local government may enter into a Development Agreement with a
16 person having ownership or control of real property within its jurisdiction.
17 A city may enter into a development agreement for real property outside
18 its boundaries as part of a proposed annexation or a service agreement. A
19 development agreement must set forth the development standards and
20 other provisions that shall apply to and govern and vest the development,
21 use, and mitigation of the development of the real property for the
22 duration specified in the agreement. A development agreement shall be
23 consistent with applicable development regulations adopted by a local
24 government planning under chapter 36.70A RCW; and
25

26 WHEREAS, the legislative findings supporting the enactment of this
27 section provides:
28

29 The legislature finds that the lack of certainty in the approval of
30 development projects can result in a waste of public and private resources,
31 escalate housing costs for consumers and discourage the commitment to
32 comprehensive planning which would make maximum efficient use of
33 resources at the least economic cost to the public. Assurance to a
34 development project applicant that upon government approval the project
35 may proceed in accordance with existing policies and regulations, and
36 subject to conditions of approval, all as set forth in a development
37 agreement, will strengthen the public planning process, encourage private
38 participation and comprehensive planning, and reduce the economic costs
39 of development. Further, the lack of public facilities and services is a
40 serious impediment to development of new housing and commercial uses.
41 Project applicants and local governments may include provisions and
42 agreements whereby applicants are reimbursed over time for financing
43 public facilities. It is the intent of the legislature by RCW 36.70B.170
44 through 36.70B.210 to allow local governments and owners and
45 developers of real property to enter into development agreements;
46

1 and,

2 WHEREAS, for the purposes of this Development Agreement, "development
3 standards" includes, but is not limited to, all of the standards listed in RCW
4 36.70B.170(3); and

5
6 WHEREAS, this Development Agreement by and between the City of Camas
7 and DEVELOPER (hereinafter the "Agreement"), relates to the annexation, zoning and
8 future development of the Property; and,
9

10
11 NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

12
13 **Section 1. Development Agreement.** This Agreement is a Development Agreement
14 to be implemented under the authority of and in accordance with RCW 36.70B.170
15 through RCW 36.70B.210. It shall become a contract between Developer and the City
16 upon the City's approval by ordinance or resolution following a public hearing as
17 provided for in RCW 36.70B.170.

18
19 **Section 2. Definitions.** As used in this Development Agreement, the following terms,
20 phrases and words shall have the meanings and be interpreted as set forth in this Section.

21
22 "Adopting Resolution" means the Resolution which approves this Development
23 Agreement, as required by RCW 36.70B.200.

24 "Effective Date" means the effective date established by the Adopting Resolution.
25

26 **Section 3. Term of Agreement.** This Agreement shall commence upon the Effective
27 Date, and shall continue in force for a period of ten (10) years; unless extended or
28 terminated as provided herein.

29
30 **Section 4. Zoning and Comprehensive Plan Designations**

31 Upon the annexation of the Property into the City's municipal boundary the City shall
32 establish zoning for the Property, consistent with Exhibit "C" which is attached hereto
33 and incorporated by reference herein.

34
35 **Section 4.1 Vesting**

36 Based upon the substantial investment that will be necessary for this area to develop and
37 the desire by the City and the Developer for predictable development standards
38 throughout the build-out of the Property (which could be as long as ten years); unless
39 otherwise specified herein or through an amendment of this Agreement by mutual
40 agreement of the Parties, the permitted and conditional uses provided under the City's
41 Zoning Ordinance and all other applicable development regulations applicable to the
42 Property, e.g. storm water, sensitive areas, subdivision, site plan regulations, rules, plans
43 or policies, shall be those that are attached hereto as Exhibit "E" and incorporated by
44 reference herein. Provided, however, that upon expiration or lawful termination of this
45 Agreement, all land use applications affecting the Property shall be governed by the land
46 use regulations in effect at the time such application is filed with the City. The City shall
47 have no liability for any damages or losses suffered by the Developer or the Developer's

1 successors if a Federal or State agency takes action that voids, nullifies or preempts the
2 City's agreement to permit vesting as provided herein.
3
4

5 **Section 4.2 Effect on Fees or Charges**

6 As provided for in RCW 36.70B.180, during the term of this Agreement, the
7 development standards provided for in this Agreement shall not be subject to unilateral
8 amendment, or amendment to zoning ordinances, development standards, or regulations,
9 or a new zoning ordinance or development standard or regulations adopted after the
10 effective date of this Agreement. Provided, however, that the vesting granted by this
11 Agreement shall not apply to impact fees, taxes, permit application fees or utility
12 connection charges, which shall be determined or calculated consistent with Camas
13 provisions applicable on the date such fee, charge or tax is triggered. Within thirty days
14 of Site Plan Review application(s) approval on some portion of the Property for 150,000
15 square feet of building structure(s) containing uses consistent with the property's zoning
16 as identified in Exhibit "C" and the zoning regulations identified in Exhibit "E", but
17 specifically requiring that at least one third of the square footage shall be retail or office
18 uses and specifically excluding any of The Property zoned for residential use, the City
19 shall update its Capital Facilities Plan to include the sewer and water improvements
20 identified in Exhibit "D". The City shall also as part of that process adjust its System
21 Development Charges for sewer and water to reflect the addition of the sewer and water
22 facilities identified in Exhibit "D". In no event shall the City's obligation to amend its
23 Capital Facilities Plan or adjust its System Development Charges occur prior to
24 September 15th, 2008. In the event that Developer wishes to have a building permit
25 issued prior to September 15th, 2008, the Developer agrees that it will pay the difference
26 between the SDC rate in effect on the date of the issuance of the building permit and
27 whatever higher rate, if any, that is in effect on Sept 15, 2008. Such payment, if any,
28 shall be made on or before October 15th, 2008.
29
30
31

32 **Section 4.3 Threat to Public Health**

33 Pursuant to RCW 36.70B.170, the City reserves the right to impose new or different
34 regulations to the extent required by a serious threat to public health and safety.
35

36 **Section 5. 38th Avenue**

37 The City's Capital Facilities Plan includes 38th Avenue between Parker Road and the
38 Vancouver municipal boundary as a three lane roadway. It also provides for the
39 extension of 38th Avenue from Bybee Road west to the Vancouver municipal boundary.
40 The City agrees, subject to Fisher exercising its option pursuant to the Option
41 Agreements and acquiring the Option Property from Developer: (i) to exercise its best
42 efforts to obtain funding from grants and other sources to construct or cause to be
43 constructed the extension of 38th Street from Parker Ave. to the Vancouver municipal
44 boundary, as identified in the Capital Facilities Plan, as soon as reasonably possible
45 based upon the City's acquired funding; and (ii) to not withdraw or cause 38th Street
46 between Parker Ave. and the Vancouver municipal boundary to be removed from the

1 City's Capital Facilities Plan. The Developer agrees to dedicate a thirty foot half width
2 right-of-way on either side of the centerline (approximate centerline location being the
3 westerly extension of the currently constructed 38th Avenue) to the extent such area is
4 located upon property owned by the Developer. If developer owns property on both
5 sides of the centerline, Developer shall dedicate thirty feet on each side of the centerline.
6 The dedication shall be made within six months of the effective date of this Agreement.
7

8 **Section 6. Sewer and Water**

9 The City agrees, to design and construct the extension of water and sewer facilities from
10 Parker Road to Bybee Road substantially in accordance with the water and sewer
11 improvement plan and map attached hereto as **Exhibit "D"** and incorporated by
12 reference herein. Design of the sewer and water facilities by the City shall begin upon
13 execution of this Agreement and shall be completed by June 2, 2008. Upon completion
14 of design, the City will promptly prepare and submit any necessary application or
15 information to the Washington Department of Ecology (DOE) or the Washington
16 Department of Health (DOH) necessary in order for the City to construct and utilize the
17 sewer and water facilities identified in **Exhibit "D"**; and, the City shall thereafter
18 diligently pursue any approvals necessary from DOH or DOE to provide sewer or water
19 services to the Property.
20

21 **Section 6.1 Sewer and water Construction**

22 The City shall go to bid on the construction of the sewer and water facilities identified in
23 **Exhibit "D"** within thirty days of the submittal of fully complete application(s) to the
24 City for development review including Site Plan Review, and the submission of a SEPA
25 checklist and any applicable critical area or archeological application materials, (Site Plan
26 Review) on some portion of the Property that contains a minimum of 150,000 square feet
27 of building structure(s) containing uses consistent with the uses provided for by the
28 Property's zoning as identified in **Exhibit "C"** and the zoning regulations identified in
29 **Exhibit "E"**, but specifically requiring that one third of the square footage be retail or
30 office uses and specifically excluding any of the Property zoned for residential use. If,
31 due to the ultimate design of the sewer and water facilities identified in **Exhibit "D"**, a
32 sewer pump station needs to be located upon the Developer's property(excluding the
33 Option Property), the Developer shall, prior to the latter of: (1) the completion of the
34 sewer and water design by the City and the City's acquisition of any necessary State
35 approvals; or, (2) the submittal of a fully complete application for Site Plan Review on
36 some portion of the Property that contains 150,000 square feet of building structure(s)
37 containing uses consistent with The Property's zoning as identified in **Exhibit "C"** and
38 the zoning regulations identified in **Exhibit "E"**, but specifically requiring that at least
39 one third of the square footage be retail or office uses and specifically not including any
40 of the Property zoned for residential use, dedicate adequate land area to accommodate
41 the sewer pump station. (The fair market value of the dedicated property shall be System
42 Development Charge creditable. If during the course of development of that portion of
43 the Property south of NW 38th Avenue, the City determines that an easement for the
44 purpose of looping a water line between NW Pac Rim Boulevard and NW 38th Avenue is
45 desirable across that portion of the Property, then the Parties agree that the City may as a
46 condition of development review require such an easement; provided that, the location

1 shall be agreed upon by the City and owner and will, to the greatest extent possible, have
2 the least potential impact on the owner's development plans.)
3

4 **Section 6.2 Timing of construction**

5 The City's obligation to complete construction of the sewer and water facilities identified
6 in Exhibit "D", except for the sewer pump station, shall be one year from the date of
7 approval of the application(s) for Site Plan Review for 150,000 square feet of building
8 structure(s), containing uses consistent with the property's zoning as identified in
9 Exhibit "C" and which is consistent with the zoning regulations identified in Exhibit
10 "E", but specifically requiring that at least one third of the uses be retail or office uses
11 and specifically excluding any of The Property zoned for residential use. Provided,
12 further that the City's obligation to go to bid on the pump station shall occur within ten
13 days of the Developer applying for a building permit for a building approved under the
14 Site Plan Review approval provided for in this Agreement and the City's obligation to
15 begin construction of the sewer pump station shall be triggered by the commencement of
16 construction of a building approved under the Site Plan Review approval provided for in
17 this Agreement. The City shall complete construction of the sewer pump station within
18 90 days from the commencement of construction. In no event shall the City's obligation
19 to complete construction of any of the sewer and water facilities be earlier than June 1,
20 2009. Provided further, the City may subsequently agree to complete the construction
21 sooner. Approval of the extension of the sewer and water lines is subject to approvals by
22 DOE and DOH. The commencement of the construction time frames are contingent upon
23 those approvals being secured by the City. The City shall not be held responsible for
24 delays caused by outside agency review and approval processes, provided the City timely
25 applies and/or provides information to DOE and DOH in accordance with Section 6.
26

27 **Section 6.3 Required Sewer and Water Service**

28 Notwithstanding the provisions of Section 6.2, unless some portion of the approved site
29 plan review provided for in section 6.2 requires sewer and water service to be provided
30 from 38th Avenue, the City's obligation to construct under Section 6.2 shall not be
31 triggered.
32

33 **Section 7. Further Discretionary Actions.**

34 Nothing in this Agreement shall be construed to limit the authority or the obligation of
35 the City to process any land use approvals, including preliminary plat, CUP, Site Plan
36 Review or building permit under the processes established by the City; provided however
37 that such process shall not impose conditions inconsistent with the provisions of this
38 Agreement.
39

40 **Section 8. Remedies.**

41 Should a disagreement arise between the City and Developer regarding the interpretation
42 and application of this Agreement, the parties agree to attempt to resolve the
43 disagreement by first meeting and conferring. If such meeting proves unsuccessful to
44 resolve the dispute, the disagreement may be resolved by judicial action filed in the Clark
45 County Superior Court.
46
47

1 **Section 9. Performance.**

2 Failure by either party at any time to require performance by the other party of any of the
3 provisions hereof shall in no way affect the parties' rights hereunder to enforce the same,
4 nor shall any waiver by a party of the breach hereof be held to be a waiver of any
5 succeeding breach or a waiver of this non-waiver clause.
6

7 **Section 10. Venue.**

8 This Agreement shall be construed in accordance with and, governed by, the laws of the
9 State of Washington. The parties agree to venue in the Superior Court for Clark County,
10 State of Washington, to resolve any disputes that may arise under this Agreement.
11

12 **Section 11. Severability.**

13 If any portion of this Agreement shall be invalid or unenforceable to any extent, the
14 validity of the remaining provisions shall not be affected thereby.
15

16 **Section 12. Inconsistencies**

17 If any provisions of the Camas Municipal Code are deemed inconsistent with the
18 provisions of this Agreement, the provisions of this Agreement shall prevail.
19

20 **Section 13. Binding on Successors and Recording.**

21 This Agreement shall run with the land and be binding upon and inure to the benefit of
22 Developer, the parties, and their respective heirs, successors and assigns. This
23 Agreement shall be recorded against the real property indicated on **Exhibit "A"** with the
24 Clark County Auditor.
25

26 Developer may sell or otherwise lawfully dispose of any portion of the Property to
27 another person who, unless otherwise released by all parties, shall be subject to the
28 applicable provisions of this Agreement related to such portion of the Property.
29

30 **Section 14. Recitals.**

31 Each of the recitals contained herein are intended to be, and are incorporated as,
32 covenants between the parties and shall be so construed.
33

34 **Section 15. Amendments.**

35 This Agreement may only be amended by mutual agreement of the parties.
36

37 IN WITNESS WHEREOF, the parties hereto have caused this Development
38 Agreement to be executed as of the dates set forth below:
39

40
41 CITY OF CAMAS, WASHINGTON
42

43 

44
45 By (person signing) PAUL DENNIS

46 Title MAYOR

1
2
3 GRASS VALLEY HOLDINGS, LLC

4
5 David Lugiani pres.
6 By (person signing) DAVID LUGIANI
7 Title APC INC. mgr.
8
9

10 APC SUNRISE SUMMIT, LLC

11
12 David Lugiani pres.
13 By (person signing) DAVID LUGIANI
14 Title APC INC. mgr.
15
16
17

18 SKOLA, LLC

19
20 David Lugiani pres.
21 By (person signing) DAVID LUGIANI
22 Title APC INC. mgr.
23
24
25

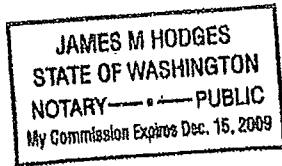
26 EIFORD PROPERTIES, LLC

27
28 Dwayne L. Eiford
29 By (person signing) Dwayne L. Eiford
30 Title President
31
32
33

34 STATE OF WASHINGTON)
35) ss.
36 County of Clark)
37

38 I certify that I know or have satisfactory evidence that
39 PAUL DENNIS is the person who appeared before me, and said person
40 acknowledged that he signed this instrument, on oath stated that he was authorized to
41 execute the instrument and acknowledged it as the MAYOR of the
42 City of CAMAS, Washington, to be the free and voluntary act of such party for the uses
43 and purposes mentioned in the instrument.
44

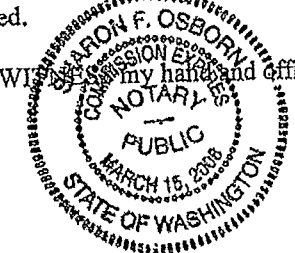
45 Dated: 1/08/08
46



James M. Hodges
Notary Public in and for the State of
Washington, residing at Vancouver.
My appointment expires: 12/15/09


STATE OF WASHINGTON)
)ss
COUNTY OF CLARK)

On this day personally appeared before me DAVID LUGLIANI PRES to me known as the
PRESIDENT of GRASS VALLEY HOLDINGS, LLC and acknowledged that he
signed this document as his free and voluntary act and deed for the uses and purposes therein
mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Sharon F. Osborn
NOTARY PUBLIC and for the State of:
residing at Vancouver
My appointment expires: 3/15/2008

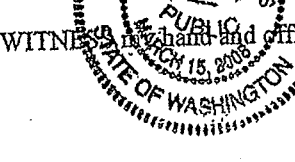
STATE OF WASHINGTON)
)ss
COUNTY OF CLARK)

On this day personally appeared before me DAVID LUGLIANI to me known as the
PRESIDENT of SUNRISE SUMMIT, LLC and acknowledged that he signed this
document as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Sharon F. Osborn
NOTARY PUBLIC and for the State of:
residing at Vancouver
My appointment expires: 3/15/2008

STATE OF WASHINGTON)
)ss
COUNTY OF CLARK)

On this day personally appeared before me DAVID LUGLIANI to me known as the
PRESIDENT of SUNRISE SUMMIT, LLC and acknowledged that he signed this document as his
free and voluntary act and deed for the uses and purposes therein mentioned.

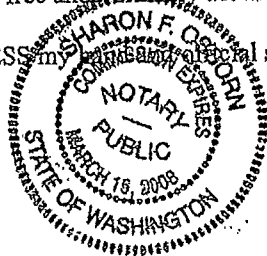
WITNESS my hand and official seal hereto affixed the day and year first above written.

Sharon F. Osborn
NOTARY PUBLIC and for the State of:
residing at Vancouver

My appointment expires: 3/15/2008

STATE OF WASHINGTON)
)ss
COUNTY OF CLARK)

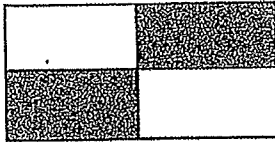
On this day personally appeared before me Dwayne L. EIFORD, to me known as the PRESIDENT of EIFORD PROPERTIES, LLC and acknowledged that he signed this document as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Sharon F. Osborn
NOTARY PUBLIC and for the State of:
residing at Vancouver
My appointment expires: 3/15/2008

EXHIBIT A TO PRE-ANNEXATION DEVELOPMENT AGREEMENT



HAGEDORN, INC.

SURVEYORS AND ENGINEERS

1924 Broadway, Suite B • Vancouver, WA 98663 • (360) 696-4428 • (866) 696-4428 • Fax: (360) 694-8934 • www.hagedornse.com

January 7, 2008

PARCEL NO 177489 AND 126043:

That portion of the following described parcel of land located in the Southwest quarter of Section 32, Township 2 North, Range 3 East, Willamette Meridian, and the Northwest quarter of Section 5, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington, lying Easterly of the centerline of a creek running in a Southwesterly direction:

BEGINNING at a point in the center of County Road, that is 17.65 chains North and 4.66 chains East of the Southwest corner of said Section 32; thence South along the West line of that certain tract of land conveyed to Lloyd V. Eiford et ux, by deed, recorded under Auditor's File No. G 137919, records of Clark County, Washington, parallel with the West line of said Section 32 and Section 5, for a distance of 37.60 chains to the Southwest corner thereof said point being the South line of the Northwest quarter of the Northwest quarter of said Section 5; thence East along said South line, for a distance of 15.29 chains to the Southeast corner of said "Eiford tract", said point being the Southeast corner of the Northwest quarter of the Northwest quarter of said Section 5; thence North along the East line of said "Eiford tract", for a distance of 35.10 chains to the center of said County Road; thence North $72^{\circ} 56'$ West, along the center of said County Road and the North line of said "Eiford tract", for a distance of 7.61 chains; thence continuing along said North line, North $82^{\circ} 05'$ West, for a distance of 2.86 chains; thence continuing along said North line, North $89^{\circ} 08'$ West, for a distance of 5.19 chains to the POINT OF BEGINNING.

EXCEPT County Roads.

LD-2008\Eiford-Parcel Lrds
07-247



Ex. A 1 of 19

ENGINEERING PLANNING
FORESTRY

13910 S.W. Galbreath Dr., Suite 100
Sherwood, Oregon 97140
Phone: (503) 925-8799
Fax: (503) 925-8969



LANDSCAPE ARCHITECTURE
SURVEYING

Offices Located In:
SHERWOOD, OREGON
REDMOND, OREGON
VANCOUVER, WASHINGTON
www.aks-eng.com

Legal Description

A portion of the Eiford Tract described in Auditor's File No. 3181188 Exhibit D located in Section 5, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington and being more particularly described as follows:

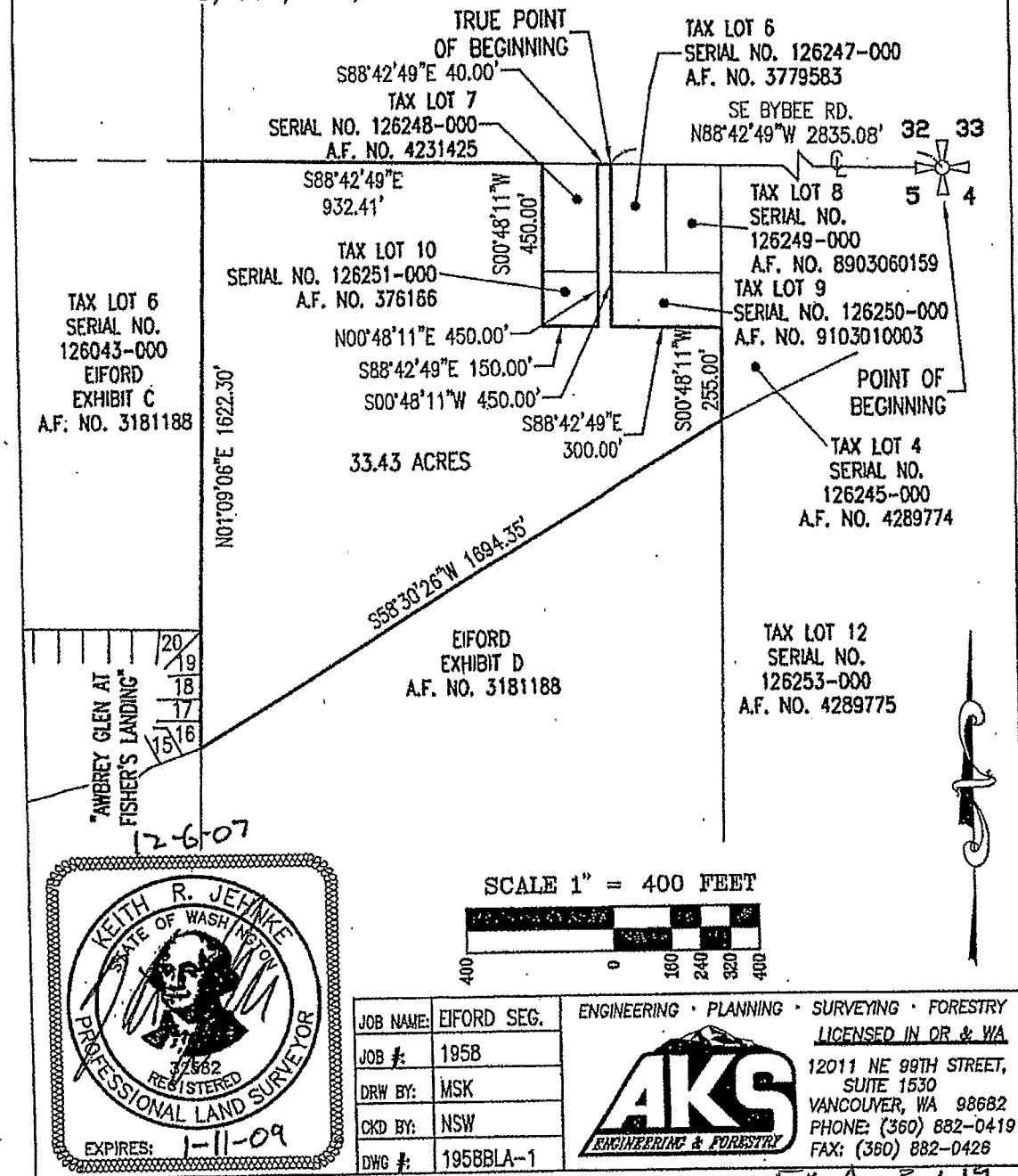
Beginning at the Northeast Section corner of Section 5, thence along the north line of said Section 5 North 88°42'49" West 2835.08 feet to the True Point of Beginning; thence along the west line of Auditor's File No. 3779583 and 9103010003 South 00°48'11" West 450.00 feet to the southwest corner of Auditor's File No. 9103010003; thence along the south line of Auditor's File No. 9103010003 South 88°42'49" East 300.00 feet to the southeast corner thereof; thence along the west line of said Auditor's File No. South 00°48'11" West 255.00 feet to the southwest corner thereof; thence South 58°30'26" West 1694.35 feet to the southeast corner of Lot 16 of "Awbrey Glen At Fisher's Landing"; thence along the east line of said plat and the east line of Exhibit C of the Eiford Tract described in Auditor's File No. 3181188 North 01°09'06" East 1622.30 feet to the north line of said Section 5; thence along said north line South 88°42'49" East 932.41 feet to a point on the west line of Auditor's File No. 4231425; thence along the west line of said Auditor's File No. and Auditor's File No. 376166 South 00°48'11" West 450.00 feet to the southwest corner of Auditor's File No. 376166; thence along the south line of said Auditor's File No. South 88°42'49" East 150.00 feet to the southeast corner of said Auditor's File No.; thence along the east line of said Auditor's File No. and Auditor's File No. 4231425 North 00°48'11" East 450.00 feet to the north line of said Section 5; thence along said north line South 88°42'49" East 40.00 feet to the True Point of Beginning.

The above described tract of land contains 33.43 acres, more or less.



Ex A. 2419

MAP OF LEGAL DESCRIPTION
A PORTION OF EXHIBIT D OF THE EIFORD TRACT
DESCRIBED IN AUDITORS FILE NO. 3181188 OF SECTION
5, T1N, R3E, W.M. CLARK COUNTY, WASHINGTON



ENGINEERING PLANNING
FORESTRY

13910 S.W. Galbreath Dr., Suite 100
Sherwood, Oregon 97140
Phone: (503) 925-8799
Fax: (503) 925-8969



LANDSCAPE ARCHITECTURE
SURVEYING

Offices Located In:
SHERWOOD, OREGON
REDMOND, OREGON
VANCOUVER, WASHINGTON
www.aks-eng.com

Legal Description

A portion of the Eiford Tract described in Auditor's File No. 3181188 Exhibit D located in Section 5, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington and being more particularly described as follows:

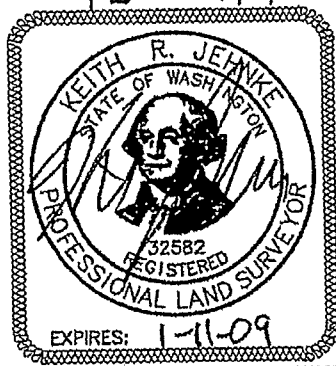
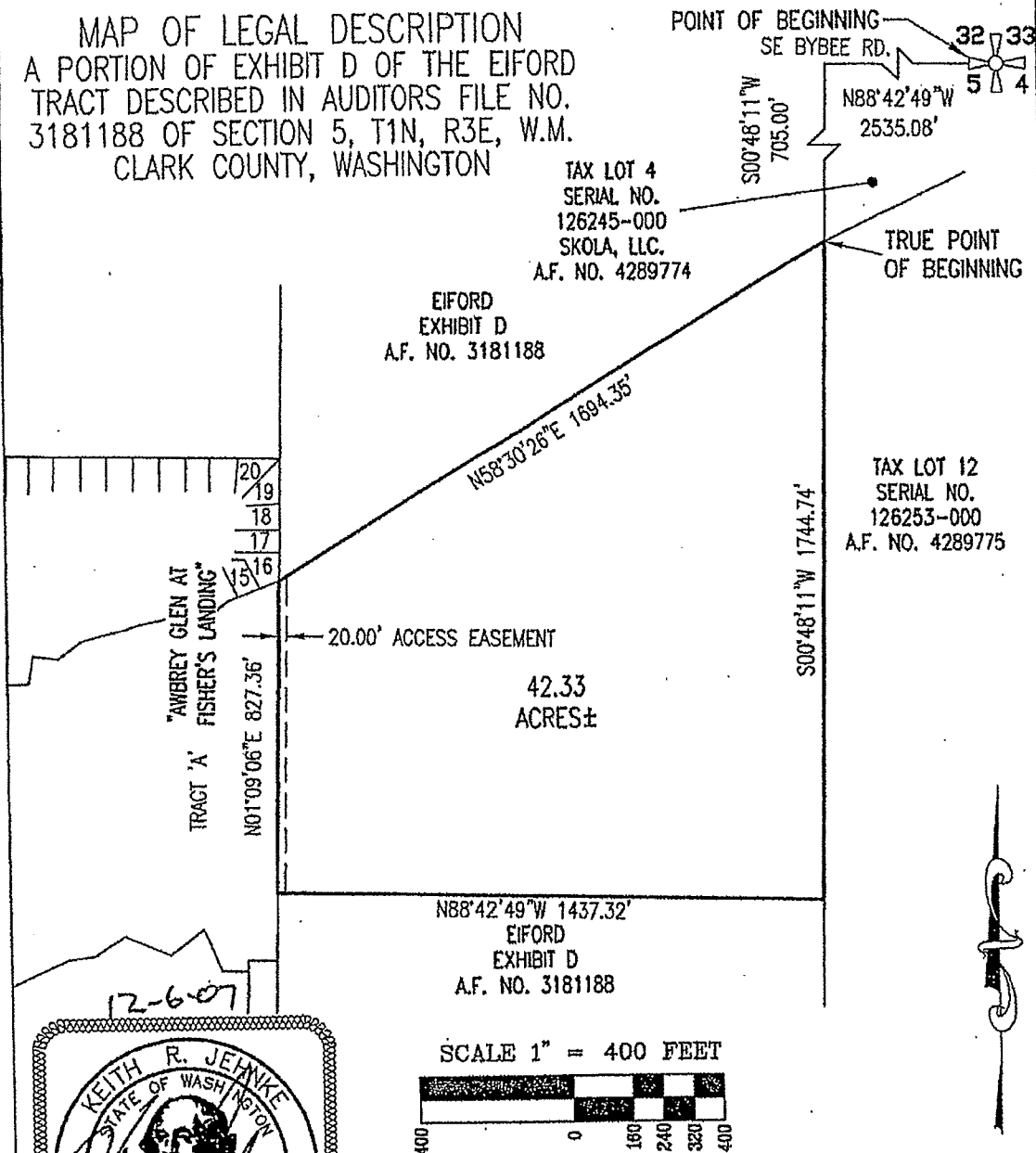
Beginning at the Northeast Section corner of Section 5, thence along the north line of said Section 5 North 88°42'49" West 2535.08 feet to a point; thence along the west line of Auditor's File No. 4289774 South 00°48'11" West 705.00 feet to the True Point of Beginning; thence along the west line of Auditor's File No. 4289775 South 00°48'11" West 1744.74 feet to a point; thence along a line parallel to and 610 feet northerly of the John Knight Donation Land Claim (when measured at right angles) North 88°42'49" West 1437.32 feet to a point on the east line of Tract 'A' of "Awbrey Glen At Fisher's Landing"; thence along the east line of said Tract 'A' North 01°09'06" East 827.36 feet to the southeast corner of Lot 16 of said plat; thence North 58°30'26" East 1694.35 feet to the True Point of Beginning.

The above described tract of land contains 42.33 acres, more or less.



Ex A 419

MAP OF LEGAL DESCRIPTION
A PORTION OF EXHIBIT D OF THE EIFORD
TRACT DESCRIBED IN AUDITORS FILE NO.
3181188 OF SECTION 5, T1N, R3E, W.M.
CLARK COUNTY, WASHINGTON



JOB NAME:	EIFORD SEG.
JOB #:	1958
DRW BY:	MSK
CKD BY:	NSW
DWG #:	1958BLA-3

ENGINEERING • PLANNING • SURVEYING • FORESTRY
LICENSED IN OR & WA

AKS
ENGINEERING & FORESTRY

12011 NE 99TH STREET,
SUITE 1530
VANCOUVER, WA 98682
PHONE: (360) 882-0419
FAX: (360) 882-0426

ECA 5419

ENGINEERING PLANNING
FORESTRY

13910 S.W. Galbreath Dr., Suite 100
Sherwood, Oregon 97140
Phone: (503) 925-8799
Fax: (503) 925-8969



LANDSCAPE ARCHITECTURE
SURVEYING

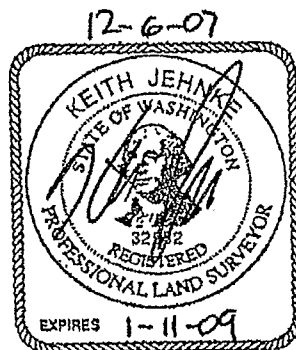
Offices Located In:
SHERWOOD, OREGON
REDMOND, OREGON
VANCOUVER, WASHINGTON
www.aks-eng.com

Legal Description

A portion of the Eiford Tract described in Auditor's File No. 3181188 Exhibit D located in Section 5, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington and being more particularly described as follows:

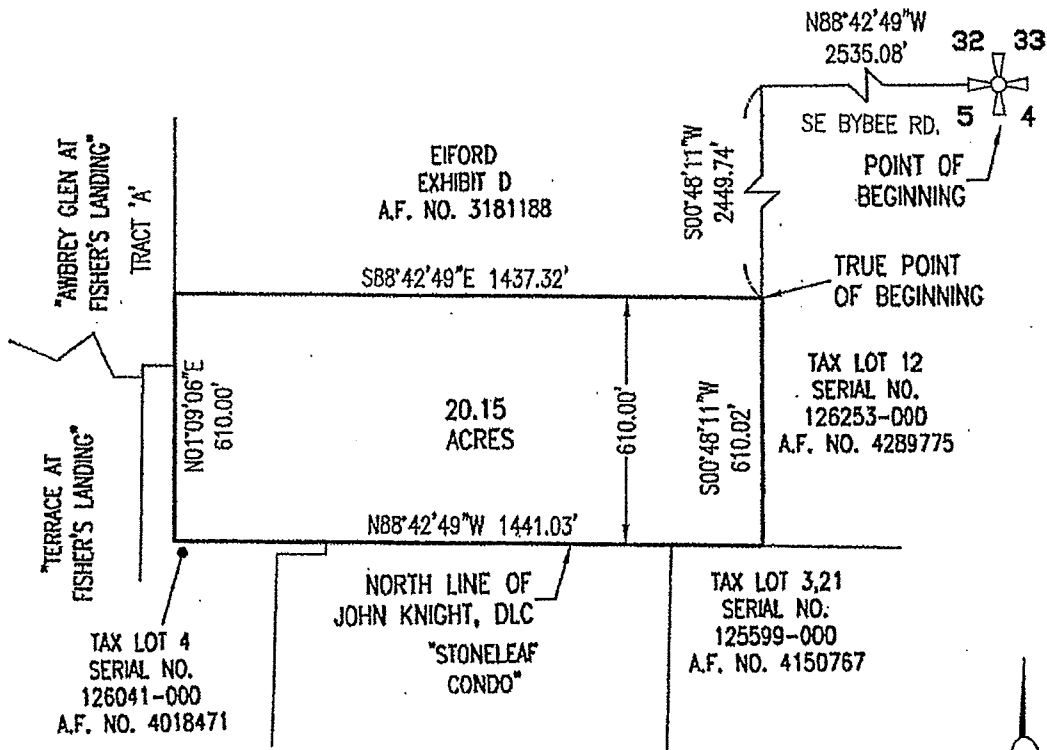
Beginning at the Northeast Section corner of Section 5, thence along the north line of said Section 5 North 88°42'49" West 2535.08 feet to a point; thence along the west line of Auditor's File No. 4289775 and the northerly projection thereof South 00°48'11" West 2449.74 feet to the True Point of Beginning; thence continuing along said west line South 00°48'11" West 610.02 feet to a point on the north line of the John Knight Donation Land Claim; thence along said north line North 88°42'49" West 1441.03 feet to a point on the northerly east line of Auditor's File No. 4018471; thence along said northerly east line and the east line of Tract 'A' of "Awbrey Glen at Fisher's Landing" North 01°09'06" East 610.00 feet to a point; thence along a line parallel to and 610 feet northerly of the John Knight DLC line (when measured at right angles) South 88°42'49" East 1437.32 feet to the True Point of Beginning.

The above described tract of land contains 20.15 acres, more or less.



Ex A. 6119

MAP OF LEGAL DESCRIPTION
A PORTION OF EXHIBIT D OF THE EIFORD TRACT
DESCRIBED IN AUDITORS FILE NO. 3181188 OF SECTION
5, T1N, R3E, W.M. CLARK COUNTY, WASHINGTON



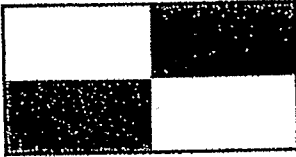
SCALE 1" = 400 FEET



JOB NAME:	EIFORD SEG.
JOB #:	1958
DRW BY:	MSK
CKD BY:	NSW
DWG #:	1958BLA-2

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LICENSED IN OR & WA
AKS
ENGINEERING & FORESTRY
12011 NE 99TH STREET,
SUITE 1530
VANCOUVER, WA 98682
PHONE: (360) 882-0419
FAX: (360) 882-0426

Ex. A 19



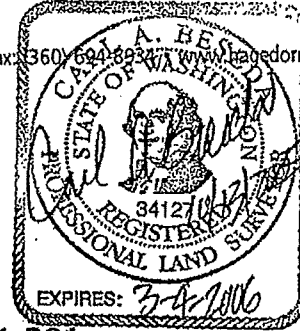
HAGEDORN, INC.

SURVEYORS AND ENGINEERS

1924 Broadway, Suite B • Vancouver, WA 98663 • (360) 696-4428 • (503) 283-6778 • Fax: (360) 694-8934 • www.hagedornse.com

October 13, 2005

**LEGAL DESCRIPTION
FOR
GRASS VALLEY, LLC**



GRASS VALLEY LLC TRACT, AKA LOT 1 SHORT PLAT 1-301:

That portion of Government Lot 3, lying in the Southeast quarter of the Southwest quarter of Section 32, Township 2 North, Range 3 East, Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at a brass disc marking the Southwest corner of Section 32, Township 2 North, Range 3 East; thence South $88^{\circ} 42' 55''$ East, along the South line of Section 32 as shown in Book 9 of Surveys, page 116, records of Clark County, for a distance of 1319.76 feet to the Southwest corner of Government Lot 3; thence continuing South $88^{\circ} 42' 55''$ East, along said South line, for a distance of 164.73 feet to the Southwest corner of Book 1 of Short Plats, page 301, Clark County Auditor's Records; thence North $20^{\circ} 02' 22''$ East, along said West line, 587.74 feet to the Southwest corner of Lot 1 and the TRUE POINT OF BEGINNING; thence continuing North $20^{\circ} 02' 22''$ East, along said West line of Short Plat 1-301 for a distance of 280.70 feet to the centerline of S.E. Bybee Road; thence along the centerline of S.E. Bybee Road the following courses; thence South $57^{\circ} 14' 06''$ East, 93.09 feet; thence along the arc of a 201.00 foot radius curve to the right, through a central angle of $51^{\circ} 08' 20''$, for an arc distance of 179.40 feet to the West line of "County Ridge" (H-263); thence South $01^{\circ} 23' 09''$ West, along said West line, 161.13 feet to the Southeast corner of Lot 1 of Short Plat 1-301; thence North $69^{\circ} 57' 38''$ West, 278.51 feet to the TRUE POINT OF BEGINNING.

TOGETHER WITH and SUBJECT TO easements and restrictions of record.

Ld2005\Grass Valley LLC Tract Lot 1 SP 103-1.rds
04-121

EA A. 8 1 19



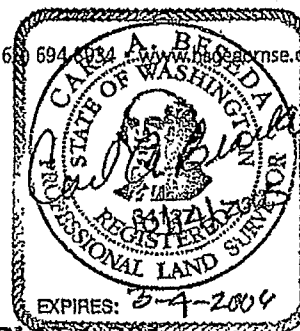
HAGEDORN, INC.

SURVEYORS AND ENGINEERS

1924 Broadway, Suite B • Vancouver, WA 98663 • (360) 696-4428 • (503) 283-6778 • Fax: (360) 694-6934 • www.hagedornse.com

October 14, 2005

**LEGAL DESCRIPTION
FOR
APC SUNRISE SUMMIT, LLC**



APC SUNRISE SUMMIT, LLC TRACT, AKA LOT 2 SHORT PLAT 1-301:

That portion of Government Lot 3, lying in the Southeast quarter of the Southwest quarter of Section 32, Township 2 North, Range 3 East, Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at a brass disc marking the Southwest corner of Section 32, Township 2 North, Range 3 East; thence South $88^{\circ} 42' 55''$ East, along the South line of Section 32 as shown in Book 9 of Surveys, page 116, records of Clark County, for a distance of 1319.76 feet to the Southwest corner of Government Lot 3; thence continuing South $88^{\circ} 42' 55''$ East, along said South line, for a distance of 164.73 feet to the Southwest corner of Lot 4 of that Short Plat recorded in Book 1, page 301, Clark County Auditor's Records; thence North $20^{\circ} 02' 22''$ East, along said West line, 392.74 feet to the Northwest corner of Lot 4 and the TRUE POINT OF BEGINNING of the following described tract; thence continuing North $20^{\circ} 02' 22''$ East, along said West line of Short Plat 1-301 for a distance of 195.00 feet to the Southwest corner of Lot 1 of Short Plat 1-301; thence South $69^{\circ} 57' 38''$ East, 278.51 feet to the Southeast corner of Lot 1 of Short Plat 1-301; thence South $01^{\circ} 23' 09''$ West, 205.82 feet to the Northeast corner of Lot 3 of Short Plat 1-301; thence North $69^{\circ} 57' 38''$ West, 344.34 feet to the TRUE POINT OF BEGINNING.

EXCEPT County Roads (SE Bybee Road).

TOGETHER WITH and SUBJECT TO easements and restrictions of record.

ALSO TOGETHER WITH and SUBJECT TO a 60.00 foot private road easement as described Auditor's File No. 780424005.

Ex. A 7419

167

4255232 D

2

RecFee - \$33.00 Pages: 2 - FIRST AMERICAN TITLE
Clark County, WA 12/01/2008 04:00



AFTER RECORDING MAIL TO:

APC Sunrise Summit LLC
16420 SE McGillivray Boulevard, Ste. #103-197
Vancouver, WA 98683

198.00 County Assessed Tax
Ch. 11 Rev. Laws 1951
\$10,680.00 has been paid
Resp. # 60237 Date 12-7-06
Sec. 61, see Affd. No.
Doug Lasher
Clark County Treasurer
BY [Signature] Deputy

Filed for Record at Request of:
First American Title Insurance Company

Space above this line for Records use only

STATUTORY WARRANTY DEED

File No: 4283-938377 (DJB)

Date: November 16, 2006

Grantor(s): Jerrold D. Campbell and Debra J.B. Campbell
Grantee(s): APC Sunrise Summit LLC
Abbreviated Legal: Lot 3, SHORT PLAT No. 432, Book 1, Page 432.
Additional Legal on page:
Assessor's Tax Parcel No(s): 177451-010

THE GRANTOR(S) Jerrold D. Campbell and Debra J.B. Campbell, husband and wife for and in consideration of Ten Dollars and other Good and Valuable Consideration, in hand paid, conveys, and warrants to APC Sunrise Summit LLC, the following described real estate, situated in the County of Clark, State of Washington.

Lot 3 of SHORT PLAT No. 432, recorded in Book 1 of Short Plats, Page 432, lying within the Southwest quarter of Section 32, Township 2 North, Range 3 East of the Willamette Meridian, recorded November 17, 1978, under Auditor's File No. 7811170176, record of Clark County, Washington.

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

[Signature]
Jerrold D. Campbell

[Signature]
Debra J.B. Campbell

Ex. A 10 of 19

APN: 177451-010

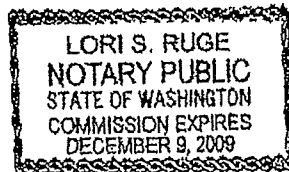
Statutory Warranty Deed
- continued

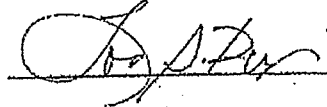
File No.: 4283-938377 (DJB)
Date: 11/16/2006

STATE OF Washington)
COUNTY OF Clark)-ss)

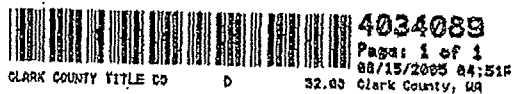
I certify that I know or have satisfactory evidence that **Jerrold D. Campbell and Debra J.B. Campbell**, is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 12/1/06




Notary Public in and for the State of Washington
Residing at: Ridgefield
My appointment expires: 12-19-09

Ex. A 11-4-11



AFTER RECORDING MAIL TO:

Name APC Sunrise Summit LLC

Address 16420 SE McGillivray Blvd

City, State, Zip Vancouver, WA 98683

Real Estate Excise Tax
Ch. 11 Rev. Laws 1951
\$ 1852.00 has been paid
Recp.# 573310 Date 8/15/05
Sec. 61, see Affd. No.
Doug Lathier
Clark County Treasurer
By Deputy

103250 CE

Statutory Warranty Deed

THE GRANTOR Jerome T. Jarrett and Stephanie M. Jarrett, husband and wife for and in consideration of Ten Dollars and other valuable consideration in hand paid, conveys and warrants to APC Sunrise Summit LLC the following described real estate, situated in the County of CLARK, State of Washington:

Lot 1, COUNTRY RIDGE 1, according to the plat thereof, recorded in Book "H" of plats, page 263, records of Clark County, Washington.

SUBJECT TO covenants, conditions, restrictions, reservations, easements and agreements of record, if any.

Assessor's Property Tax Parcel Account Number(s): 177480-002, 114007

Abbreviated Legal Description: Lot 1 of COUNTRY RIDGE 1

Asst
Dated this 5th day of July, 2005.

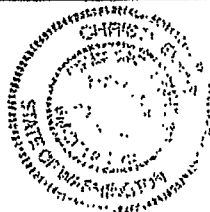
Jerome T. Jarrett

Stephanie M. Jarrett

STATE OF WASHINGTON
COUNTY OF clark } ss

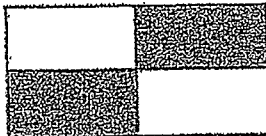
I certify that I know or have satisfactory evidence that Jerome T. Jarrett and Stephanie M. Jarrett are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 8-15-05



Notary Public in and for the State of Washington
Residing at Vancouver
My appointment expires: 7/20/07

Ex. A 12 of 19



HAGEDORN, INC.

SURVEYORS AND ENGINEERS

1624 Broadway, Suite 5 • Vancouver, WA 98663 • (360) 606-4420 • (360) 636-4425 • Fax: (360) 624-5934 • www.hagedornse.com

November 30, 2006

**LEGAL DESCRIPTION
FOR
GRASS VALLEY HOLDINGS LLC**

TAX LOT #13, SERIAL NO. 126254-000:

That portion of the Northeast quarter and the Southeast quarter of Section 5, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington, described as follows:

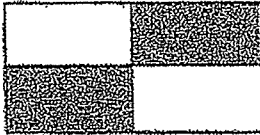
BEGINNING at the Northeast corner of that tract conveyed to Fred Watson by deed recorded in Book 296, page 123, Deed Records, said point being 27.50 chains West of the Northeast corner of said Section 5; thence South 0° 29' East, along the East line of said "Watson tract", 46.36 chains to a point on the North line of the Joel Knight Donation Land Claim and the TRUE POINT OF BEGINNING hereof; thence North 0° 29' West, along the East line of said "Watson tract", 1661.07 feet; thence West, parallel with the North line of said Joel Knight Donation Land Claim, 5.96 chains to the West line of said "Watson tract"; thence South 0° 29' East, along said West line 1661.07 feet to the North line of said Joel Knight Donation Land Claim; thence East, along said North line, 5.96 chains to the TRUE POINT OF BEGINNING.

SUBJECT TO easements and restrictions of record.

LD-2007A Grass Valley TL 13.rds
04-083-1



Ex A 13.419



HAGEDORN, INC.

SURVEYORS AND ENGINEERS

1924 Broadway, Suite B • Vancouver, WA 98663 • (206) 698-4428 • (866) 698-4428 • Fax: (360) 684-6834 • www.hagedorninc.com

November 30, 2007

**LEGAL DESCRIPTION
FOR
GRASS VALLEY HOLDINGS LLC**

TAX LOT #81, SERIAL NO. 125668-000:

That portion of the Southeast quarter Section 5, Township 1 North, Range 3 East, Willamette Meridian, City of Camas, Clark County, Washington, described as follows:

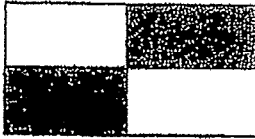
BEGINNING at the Northeast corner of that tract conveyed to Fred Watson, described in Deed Book 296, page 123 records of the Clark County Auditor, said point being 1815.00 feet West of the Northeast corner of said Section 5; thence South $0^{\circ} 48' 05''$ West, along the East line of said "Watson tract", 3,085.92 feet to a point on the North line of the "Joel Knight Donation Land Claim" and the TRUE POINT OF BEGINNING of the following described parcel; thence continuing South $0^{\circ} 48' 05''$ West, 118.41 feet to the North right-of-way line of N.W. Pacific Rim Blvd as described under Clark County Auditor's File No. 8509040209; thence South $58^{\circ} 22' 49''$ West, along said North right-of-way line, 465.99 feet; thence North $0^{\circ} 48' 05''$ East, 366.60 feet to the North line of the Joel Knight Donation Land Claim; thence South $89^{\circ} 26' 19''$ East, along said North line, 393.36 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO easements and restrictions of record.

LD-20071 Grass Valley TL 81.rds



Ex A. 14 of 19



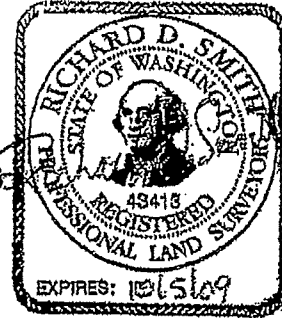
HAGEDORN, INC.

SURVEYORS AND ENGINEERS

1924 Broadway, Suite B • Vancouver, WA 98663 • (360) 686-4428 • (866) 686-4428 • Fax: (360) 694-8934 • www.hagedornse.com

December 3, 2007

**LEGAL DESCRIPTION
FOR
GRASS VALLEY HOLDINGS, LLC**



PARCEL NO 126253-000:

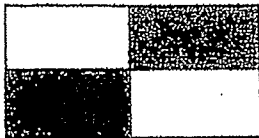
That portion of the West half of the Northeast quarter and the Northwest quarter of the Southeast quarter of Section 5, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at a brass cap at the Northeast corner of Section 5, as shown in Book 9 of Surveys, page 116, Clark County Auditor's Records; thence North 88° 42' 55" West, along the North line of the Northeast quarter of said Section 5, for a distance of 1815.00 feet to the Northwest corner of Parcel #6 of the "MacDonald tract", as described under Clark County Auditor's File No. 8803180033; thence South 0° 48' 05" West, along the West line of said "MacDonald tract", for a distance of 325.00 feet to the TRUE POINT OF BEGINNING of Parcel 2; thence South 63° 21' 30" West, 811.36 feet to the East line of the "Elford tract", as described under Clark County Auditor's File No. 3182988; thence South 0° 48' 05" West, along the East line of said "Elford tract", for a distance of 2390.01 feet to the North line of the Joel Knight DLC; thence South 88° 26' 19" East, along the North line of said Joel Knight DLC, for a distance of 326.70 feet to the West line of the "Grass Valley Holdings LLC tract", as described under Auditor's File No. 3812272; thence North 0° 48' 05" East, along said West line, for a distance of 1661.07 feet to the Northwest corner thereof; thence South 89° 26' 19" East, 393.36 feet to the Northeast corner thereof and the West line of said "MacDonald tract"; thence North 0° 48' 05" East, along said West line, for a distance of 1099.85 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO easements and restrictions of record.

LD-20071 Skola-Parcel 126253-000.rds
04-083-1

Ex. A. 15 of 19



HAGEDORN, INC.

SURVEYORS AND ENGINEERS

1924 Broadway, Suite B • Vancouver, WA 98663 • (360) 696-4428 • (866) 696-4428 • Fax: (360) 694-8834 • www.hagedornse.com

December 3, 2007

**LEGAL DESCRIPTION
FOR
SKOLA, LLC**



PARCEL NO. 126245-000:

That portion of the Northwest quarter of the Northeast quarter of Section 5, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at a brass cap at the Northeast corner of Section 5, as shown in Book 9 of Surveys, page 116, Clark County Auditor's Records; thence North $88^{\circ} 42' 55''$ West, along the North line of the Northeast quarter of said Section 5, for a distance of 1815.00 feet to the Northwest corner of Parcel #6 of the "MacDonald tract", as described under Clark County Auditor's File No. 8803180033 and the TRUE POINT OF BEGINNING of Parcel 1; thence South $0^{\circ} 48' 05''$ West, along the West line of said "MacDonald tract", for a distance of 325.00 feet; thence South $63^{\circ} 21' 30''$ West, 811.36 feet to the East line of the "Elford tract", as described under Clark County Auditor's File No. 3182988; thence North $0^{\circ} 48' 05''$ East, along the East line of said "Elford tract" and the East line of the "Doner and Scharpf tracts", as described under Clark County Auditor's File No. 9407220157 and No. 8903060159, for a distance of 705.00 feet to the North line of Section 5; thence South $88^{\circ} 42' 55''$ East, along the North line of said Section 5, for a distance of 720.08 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO easements and restrictions of record.

SUBJECT TO County Road (S.E. 20th Street).

LD-2007, Skola-Parcel 1-Exh F.rds
04-083-1

Ex. A 16 & 19

177451-005

Lot 2 of SHORT PLAT No. 432, recorded in Book 1 of Short Plats, Page 432, lying within the Southwest quarter of Section 32, Township 2 North, Range 3 East of Willamette Meridian, recorded November 17, 1978, under Auditor's File No. 7811170176, Records of Clark County, Washington.

177451-000

Lot 1 of SHORT PLATS, as recorded in Book 1 of Short Plats, at page 432, as described under Auditor's File No. 7811170176 being a subdivision of a portion of Section 32, Township 2 North, Range 3 East of the Willamette Meridian, Clark County, Washington.

126248-000

THAT PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER AND THE EAST HALF OF THE NORTHWEST QUARTER OF THE GOVERNMENT LOTS 3 AND 6 OF SECTIN 5, TOWHSHIP 1 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTH LINE OF SAID SECTION, 43.588 CHAINS WEST OF THE NORTHEAST CORNER OF SAID SECTION 5; THENCE SOUTH 0°29' EAST 300 FEET; THENCE WEST 150 FEET ALONG A LINE PARALLEL TO SAID SECTIN LINE; THENCE NORTH 0°29' WEST 300 FEET TO THE POINT ON SAID SECTION LINE; THENCE EAST ALONG SAID SECTION LINE TO THE POINT OF BEGINNING, EXCEPT PUBLIC ROADS.

SITUATED IN THE COUNTY OF CLARK, STATE OF WASHINGTON.

177437-010

Lot 3 of SHORT PLAT NO. 182, in Book 2 of Short Plats; Page 182, in Section 32, Township 2 North, Range 3 East of the Willamette Meridian, recorded June 24, 1987, under Auditor's File No. 8706240162, Records of Clark County, Washington.

177437-015

LOT 4 OF SHORT PLATS, RECORDED IN BOOK "2" OF SHORT PLATS, PAGE 182, RECORDS OF CLARK COUNTY, WASHINGTON.

177439-000

A parcel of land in the Southwest quarter of Section 32, Township 2 North, Range 3 East of the Willamette Meridian, Clark County, Washington, described as follows:

Ex. A. 17 & 19

A portion of that certain tract of land described in the deed recorded under Auditor's File No. G 262307 on May 14, 1959, more particularly described below as follows:

BEGINNING at the Southwest corner of said G 262307, said point being the TRUE POINT OF BEGINNING; thence North $88^{\circ}55'44''$ East 163.08 feet along the South line of said G 262307; thence North $18^{\circ}55'36''$ East 865.24 feet, more or less, to the center line of the county road know as Bybee Road; thence Northwest along said center line to the West line of said G 262307; thence South $0^{\circ}15'07''$ West 1022.46 feet, more or less, along said West line TO THE POINT OF BEGINNING.

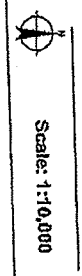
EXCEPT that portion lying within Bybee Road.

Ex. A 18 & 19

Legend

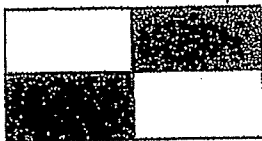
- Parcel Roads
- Alley
- Arterial
- DRR
- DNR (Private Lands)
- Divergency
- Interstate
- Interstate Ramp
- Primary Arterial
- Private Roads
- Private Roads w/o Names
- Public Roads
- SR Ramp
- State Route
- Waterbodies
- City Boundaries
- Urban Growth Boundaries
- County Boundary
- County Boundary

Ex. A. 19 d 19



Information shown on this map was collected from several sources. Neither Clark County, Washington, nor the producer of this document accept responsibility for any inaccuracies that may be present.

EXHIBIT B TO PRE-ANNEXATION DEVELOPMENT AGREEMENT



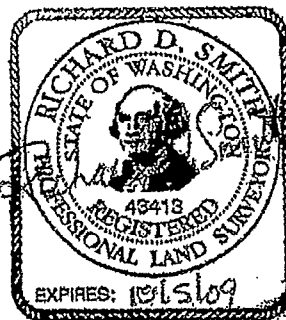
HAGEDORN, INC.

SURVEYORS AND ENGINEERS

1824 Broadway, Suite B • Vancouver, WA 98663 • (360) 696-4428 • (866) 696-4428 • Fax (360) 694-8934 • www.hagedornse.com

December 3, 2007

**LEGAL DESCRIPTION
FOR
GRASS VALLEY HOLDINGS, LLC**



PARCEL NO 126253-000:

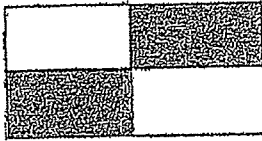
That portion of the West half of the Northeast quarter and the Northwest quarter of the Southeast quarter of Section 5, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at a brass cap at the Northeast corner of Section 5, as shown in Book 9 of Surveys, page 116, Clark County Auditor's Records; thence North 88° 42' 55" West, along the North line of the Northeast quarter of said Section 5, for a distance of 1815.00 feet to the Northwest corner of Parcel #6 of the "MacDonald tract", as described under Clark County Auditor's File No. 8803180033; thence South 0° 48' 05" West, along the West line of said "MacDonald tract", for a distance of 325.00 feet to the TRUE POINT OF BEGINNING of Parcel 2; thence South 63° 21' 30" West, 811.36 feet to the East line of the "Elford tract", as described under Clark County Auditor's File No. 3182988; thence South 0° 48' 05" West, along the East line of said "Elford tract", for a distance of 2390.01 feet to the North line of the Joel Knight DLC; thence South 88° 26' 19" East, along the North line of said Joel Knight DLC, for a distance of 326.70 feet to the West line of the "Grass Valley Holdings LLC tract", as described under Auditor's File No. 3812272; thence North 0° 48' 05" East, along said West line, for a distance of 1661.07 feet to the Northwest corner thereof; thence South 89° 26' 19" East, 393.36 feet to the Northeast corner thereof and the West line of said "MacDonald tract"; thence North 0° 48' 05" East, along said West line, for a distance of 1099.85 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO easements and restrictions of record.

LD-2007\Skola-Parcel 126253-000.rds
04-083-1

Ex. B I of 6



HAGEDORN, INC.

SURVEYORS AND ENGINEERS

1954 Broadway, Suite B • Vancouver, WA 98683 • (360) 698-4428 • (800) 606-4428 • Fax: (360) 594-2934 • www.hagedornse.com

November 30, 2006

**LEGAL DESCRIPTION
FOR
GRASS VALLEY HOLDINGS LLC**

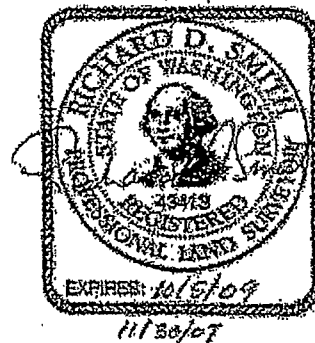
TAX LOT #13, SERIAL NO. 126254-000:

That portion of the Northeast quarter and the Southeast quarter of Section 5, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington, described as follows:

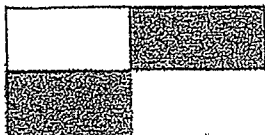
BEGINNING at the Northeast corner of that tract conveyed to Fred Watson by deed recorded in Book 296, page 123, Deed Records, said point being 27.50 chains West of the Northeast corner of said Section 5; thence South 0° 29' East, along the East line of said "Watson tract", 46.36 chains to a point on the North line of the Joel Knight Donation Land Claim and the TRUE POINT OF BEGINNING hereof; thence North 0° 29' West, along the East line of said "Watson tract", 1661.07 feet; thence West, parallel with the North line of said Joel Knight Donation Land Claim, 5.96 chains to the West line of said "Watson tract"; thence South 0° 29' East, along said West line 1661.07 feet to the North line of said Joel Knight Donation Land Claim; thence East, along said North line, 5.96 chains to the TRUE POINT OF BEGINNING.

SUBJECT TO easements and restrictions of record.

LD-28071 Grass Valley TL 13.rds
04-083-1



EX. B Z & O



HAGEDORN, INC.

SURVEYORS AND ENGINEERS

1924 Broadway, Suite B • Vancouver, WA 98663 • (360) 698-4428 • (360) 698-4428 • Fax: (360) 694-6834 • www.hagedornse.com

November 30, 2007

**LEGAL DESCRIPTION
FOR
GRASS VALLEY HOLDINGS LLC**

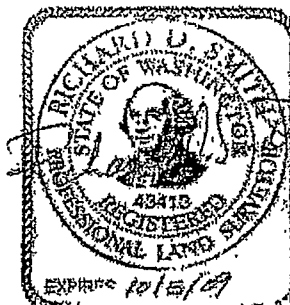
TAX LOT #81, SERIAL NO. 125668-000:

That portion of the Southeast quarter Section 5, Township 1 North, Range 3 East, Willamette Meridian, City of Camas, Clark County, Washington, described as follows:

BEGINNING at the Northeast corner of that tract conveyed to Fred Watson, described in Deed Book 296, page 123 records of the Clark County Auditor, said point being 1815.00 feet West of the Northeast corner of said Section 5; thence South $0^{\circ} 48' 05''$ West, along the East line of said "Watson tract", 3,085.92 feet to a point on the North line of the "Joel Knight Donation Land Claim" and the TRUE POINT OF BEGINNING of the following described parcel; thence continuing South $0^{\circ} 48' 05''$ West, 118.41 feet to the North right-of-way line of N.W. Pacific Rim Blvd as described under Clark County Auditor's File No. 8509040209; thence South $58^{\circ} 22' 49''$ West, along said North right-of-way line, 465.99 feet; thence North $0^{\circ} 48' 05''$ East, 366.60 feet to the North line of the Joel Knight Donation Land Claim; thence South $89^{\circ} 26' 19''$ East, along said North line, 393.36 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO easements and restrictions of record.

LD-20071 Grass Valley TL 81.rds



11/30/07

Ex. B 3 of 5

ENGINEERING PLANNING
FORESTRY

13910 S.W. Galbreath Dr., Suite 100
Sherwood, Oregon 97140
Phone: (503) 925-8799
Fax: (503) 925-8969



LANDSCAPE ARCHITECTURE
SURVEYING

Offices Located In:
SHERWOOD, OREGON
REDMOND, OREGON
VANCOUVER, WASHINGTON
www.aks-eng.com

Legal Description

A portion of the Eiford Tract described in Auditor's File No. 3181188 Exhibit D located in Section 5, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington and being more particularly described as follows:

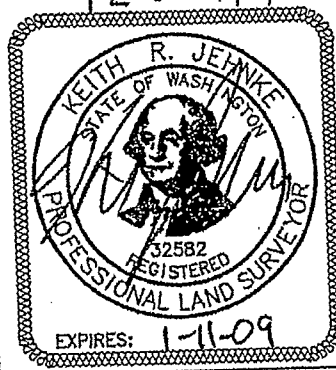
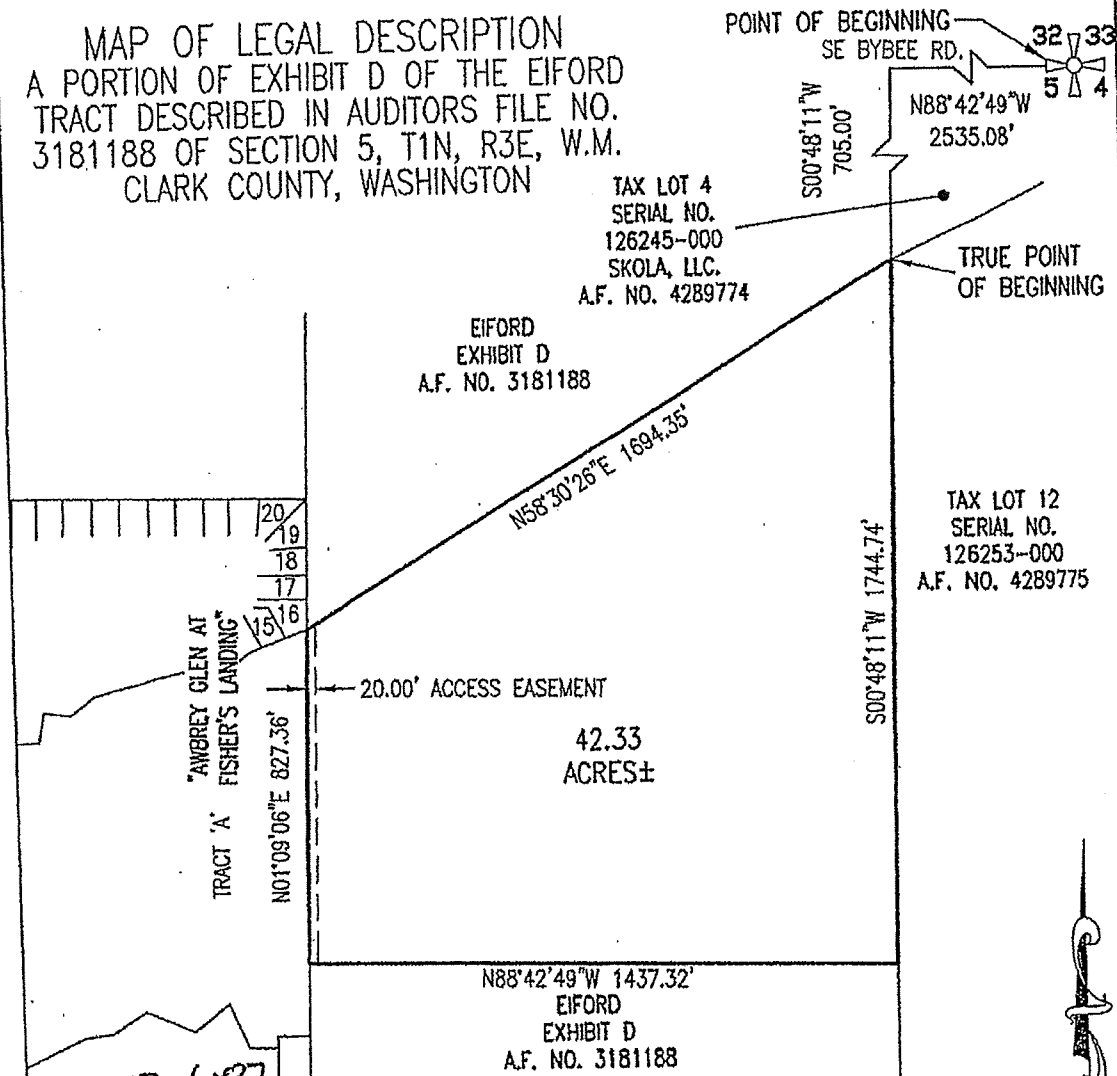
Beginning at the Northeast Section corner of Section 5, thence along the north line of said Section 5 North 88°42'49" West 2535.08 feet to a point; thence along the west line of Auditor's File No. 4289774 South 00°48'11" West 705.00 feet to the True Point of Beginning; thence along the west line of Auditor's File No. 4289775 South 00°48'11" West 1744.74 feet to a point; thence along a line parallel to and 610 feet northerly of the John Knight Donation Land Claim (when measured at right angles) North 88°42'49" West 1437.32 feet to a point on the east line of Tract 'A' of "Awbrey Glen At Fisher's Landing"; thence along the east line of said Tract 'A' North 01°09'06" East 827.36 feet to the southeast corner of Lot 16 of said plat; thence North 58°30'26" East 1694.35 feet to the True Point of Beginning.

The above described tract of land contains 42.33 acres, more or less.

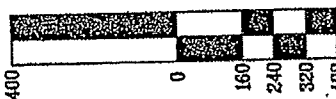


Ex. B 4 of 5

MAP OF LEGAL DESCRIPTION
A PORTION OF EXHIBIT D OF THE EIFORD
TRACT DESCRIBED IN AUDITORS FILE NO.
3181188 OF SECTION 5, T1N, R3E, W.M.
CLARK COUNTY, WASHINGTON



SCALE 1" = 400 FEET

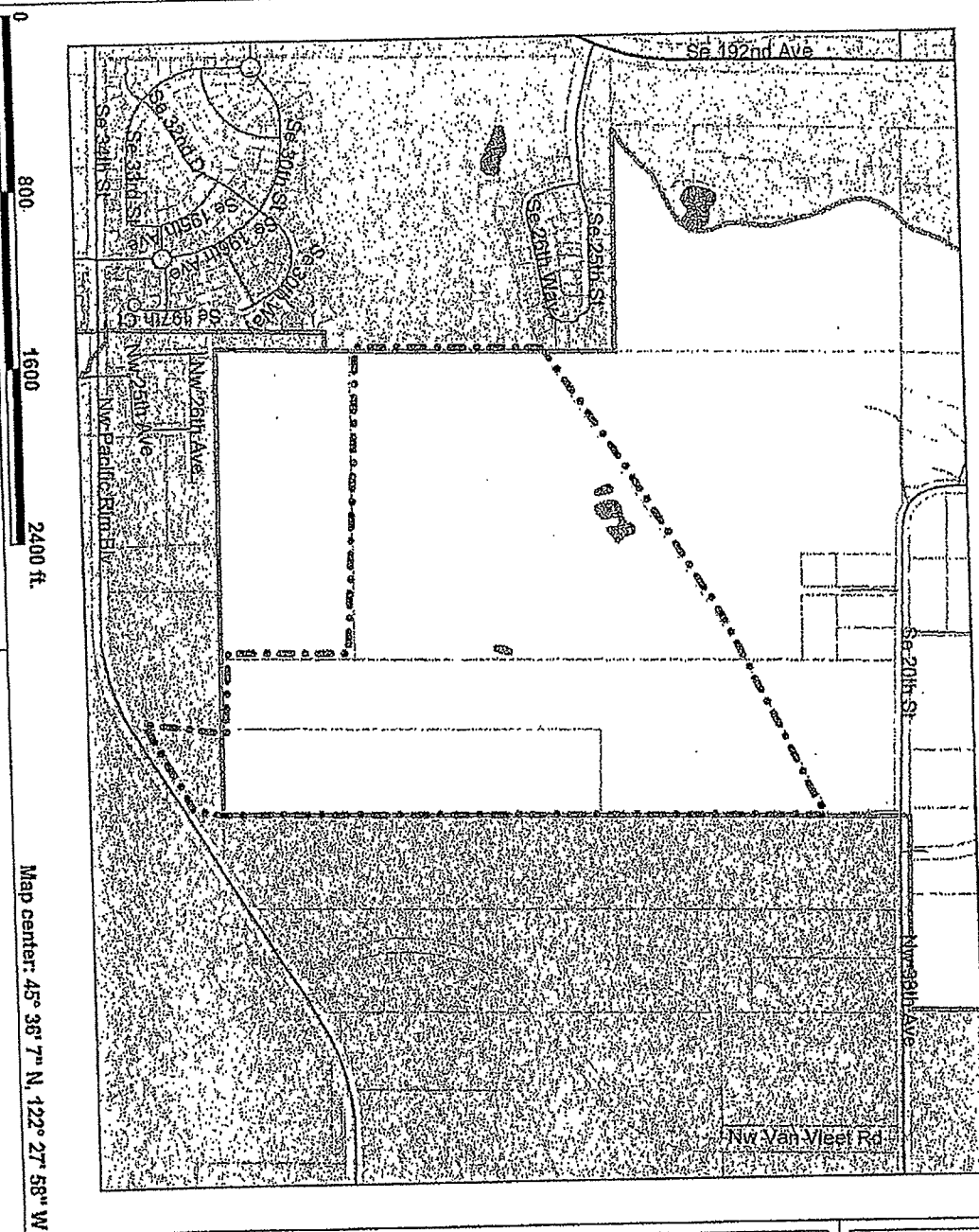


Ex. B 5 d 5

JOB NAME:	EIFORD SEG.	ENGINEERING • PLANNING • SURVEYING • FORESTRY
JOB #:	1958	LICENSED IN OR & WA
DRW BY:	MSK	12011 NE 99TH STREET, SUITE 1530
CKD BY:	NSW	VANCOUVER, WA 98682
DWG #:	1958BLA-3	PHONE: (360) 882-0419
		FAX: (360) 882-0426



Information shown on this map was collected from several sources. Neither Clark County, Washington, nor the producer of this document accept responsibility for any inaccuracies that may be present.



Ex B 6 of 6

Legend

- Parcel
- Road
- Alley
- Arterial
- DRR
- DRR (Private Land)
- Driveway
- Intersecta
- Interstate Ramp
- Primary Arterial
- Private Roads
- Private Roads w/o Names
- Public Ramp
- SR Ramp
- State Route
- Waterbodies
- City Boundaries
- Urban Growth Boundaries
- County Boundary
- County Boundary

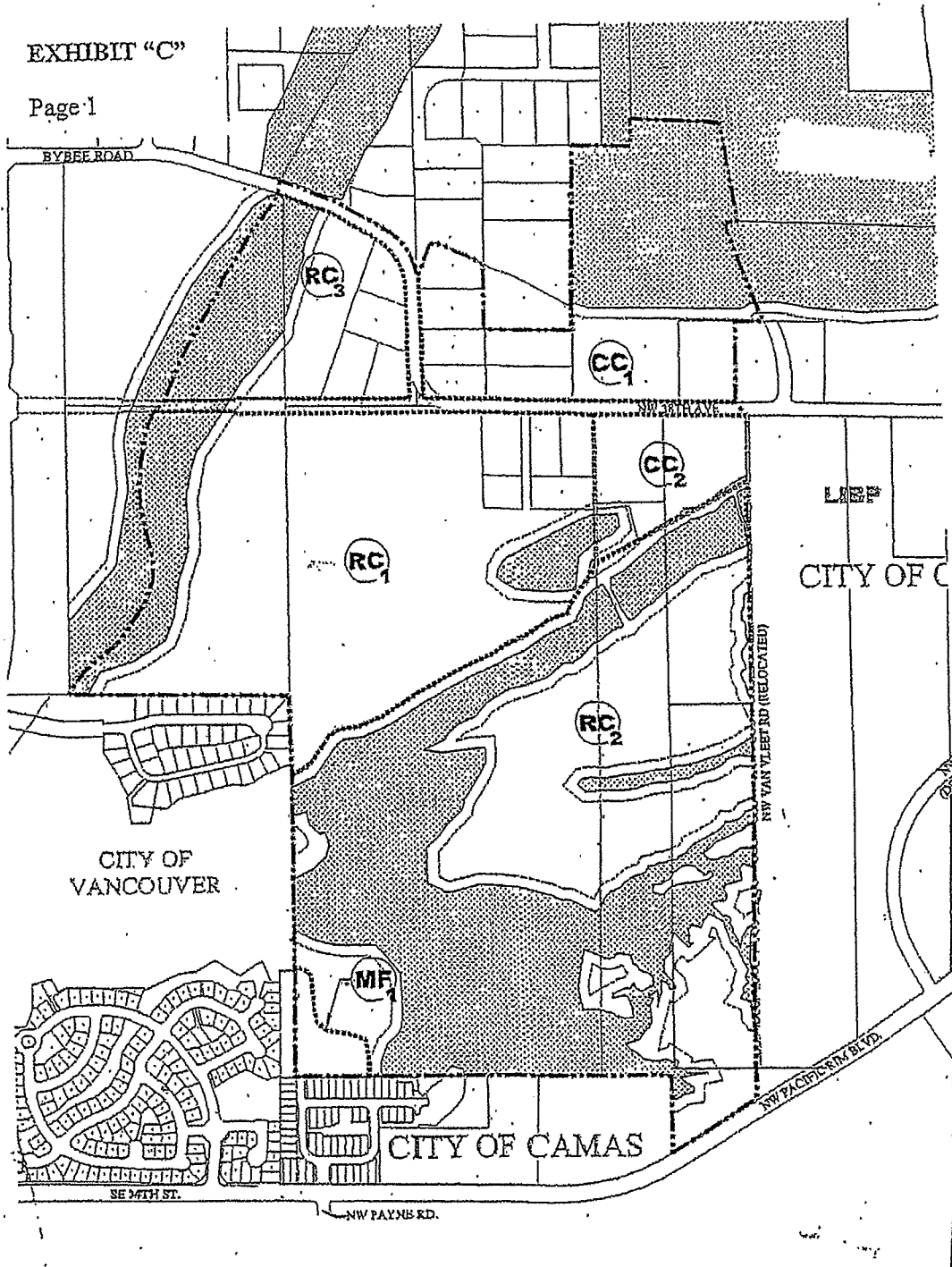


Scale: 1:8,615

EXHIBIT C TO PRE-ANNEXATION DEVELOPMENT AGREEMENT

EXHIBIT "C"

Page 1



ANNEXATION ZONING

Page 2

WEST CAMAS STUDY AREA LAND USE TABLE		
08/30/07.	GROSS AREA	APPROX. NET AREA
RC1 REGIONAL COMMERCIAL	64.0 AC	52.4 AC
RC2 REGIONAL COMMERCIAL	101.3 AC	37.5 AC
RC3 REGIONAL COMMERCIAL	17.9 AC	9.1 AC
CC1 COMMUNITY COMMERCIAL	29.5 AC	14.3 AC
CC2 COMMUNITY COMMERCIAL	8.2 AC	7.1 AC
MF1 LOW DENSITY MULTIFAMILY (10/AC)	2.3 AC	2.3 AC
TOTAL NET AREA		122.7 AC
ROW - BYBEE AND 20TH/38TH	5.8 AC	
TOTAL STUDY AREA	229.0 AC	

APPROXIMATE EXISTING CLARK COUNTY ZONING AREAS (BASED ON 50' WETLAND BUFFERS)		
08/30/07	GROSS AREA	APPROX. NET AREA
BP	205.7 AC	105.2 AC
R1-6	17.5 AC	17.5 AC
TOTAL NET AREA		122.7 AC
ROW - BYBEE AND 20TH / 28TH	5.8 AC	
TOTAL STUDY AREA	229.0 AC	

EXHIBIT D TO PRE-ANNEXATION DEVELOPMENT AGREEMENT

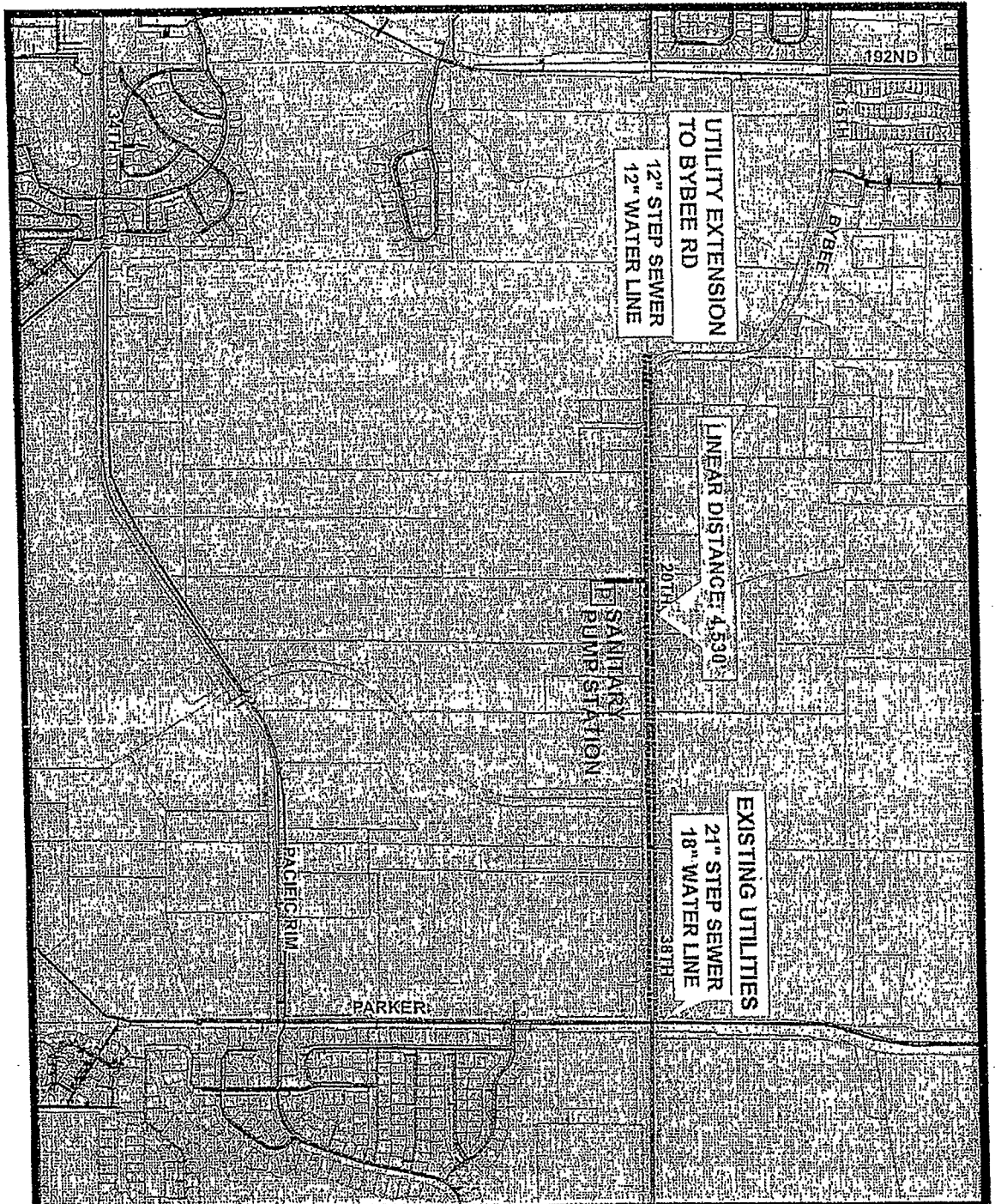
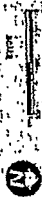


EXHIBIT D

- ✓ WATER EXTENSION
- ✓ SEWER EXTENSION
- ✓ WATER LINE
- ✓ SEWER LINE



SOURCE DATA
 ALL DATA FOR THIS PROJECT WAS OBTAINED FROM THE CITY OF SEASIDE, CALIFORNIA, AND THE CALIFORNIA DEPARTMENT OF WATER RESOURCES. THE DATA WAS OBTAINED FROM THE CITY OF SEASIDE, CALIFORNIA, AND THE CALIFORNIA DEPARTMENT OF WATER RESOURCES. THE DATA WAS OBTAINED FROM THE CITY OF SEASIDE, CALIFORNIA, AND THE CALIFORNIA DEPARTMENT OF WATER RESOURCES.

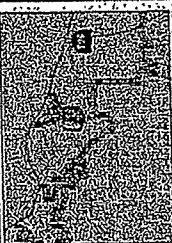
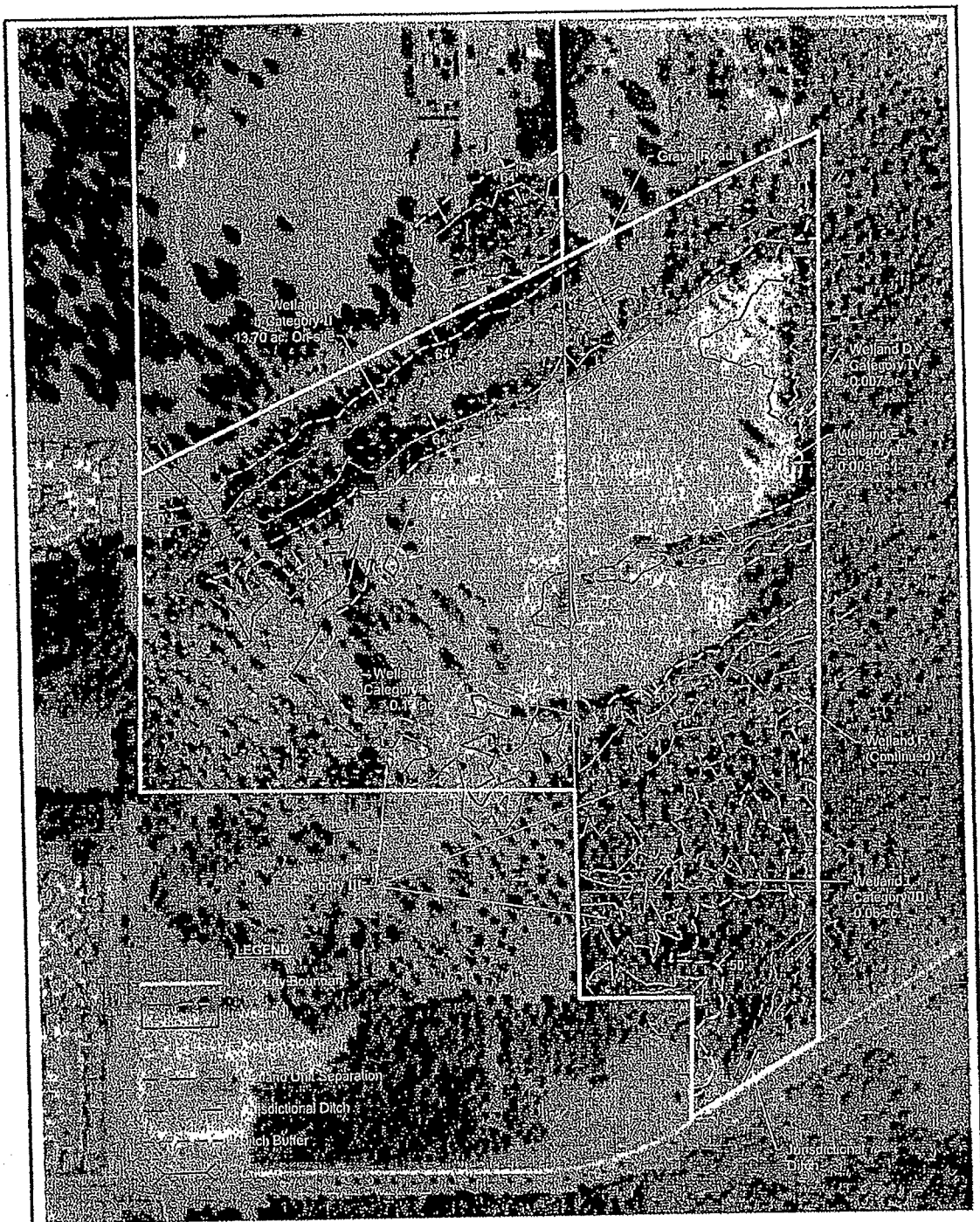


CHART
MACKENZIE
 1000 10th Street, Suite 100
 San Diego, CA 92101
 Phone: (619) 594-1111
 Fax: (619) 594-1112
 E-mail: info@mackenzie.com
 Website: www.mackenzie.com

Exhibit E

Camas Municipal Code
Titles 16, 17, and 18
October 2007

Wetland Delineation



NOTE:

1. Wetland boundaries were surveyed using hand-held GPS units with a ± 20 ft. accuracy.
2. Aerial photograph provided by Google Earth™, 2006

ECOLOGICAL LAND SERVICES, INC.
 1157 3rd Ave., Suite 220 Longview, WA 98632
 (360) 578-1371 Fax: (360) 414-9305

DATE: 12/19/07
 OWN: GB
 REQ. BY: LW
 PRJ. MGR: LW
 CHK: MMW
 APPR:
 PROJ#: 1695.01

Figure 2
SITE MAP
 Eiford/GVH Commercial Property
 Grass Valley Holdings and Dwayne Eiford
 City of Camas, Clark County, Washington
 Section 5, Township 1N, Range 3E, W.M.

7/24/08

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Sherwood, Oregon 97140
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Fax: (503) 925-8969



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EXHIBIT A

Legal Description of a Portion of "Exhibit D" AF#3181188

A tract of land located in the Northwest One-Quarter of Section 5, Township 1 North, Range 3 East, Willamette Meridian, City of Camas, Clark County, Washington, being more particularly described as follows:

Beginning at a 1-3/4 inch brass disk at the northeast corner of section 5; thence along the north line of said section North 88°42'49" West 3065.08 feet to the **True Point of Beginning**; thence leaving said section line South 00°48'45" West 30.00 feet to a point; thence along a line parallel to and 30 feet southerly of said section line North 88°42'49" West 894.57 feet to the east line of the tract of land described as "Exhibit C" per auditor's file number 3181188; thence along the east line of said "Exhibit C" North 01°14'41" East 30.00 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "PLS 13935" on the north line of section 5; thence along the north line of said section South 88°42'49" East 894.35 feet to the **True Point of Beginning**.

The above described tract of land contains 26,834 square feet, more or less. The basis of bearings for the above described tract is Book 311 Page 53, Clark County Survey Records.

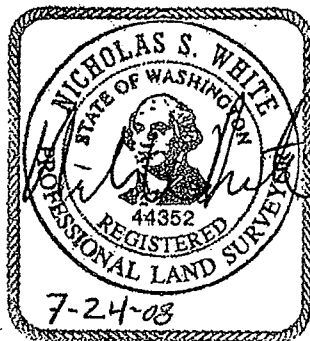
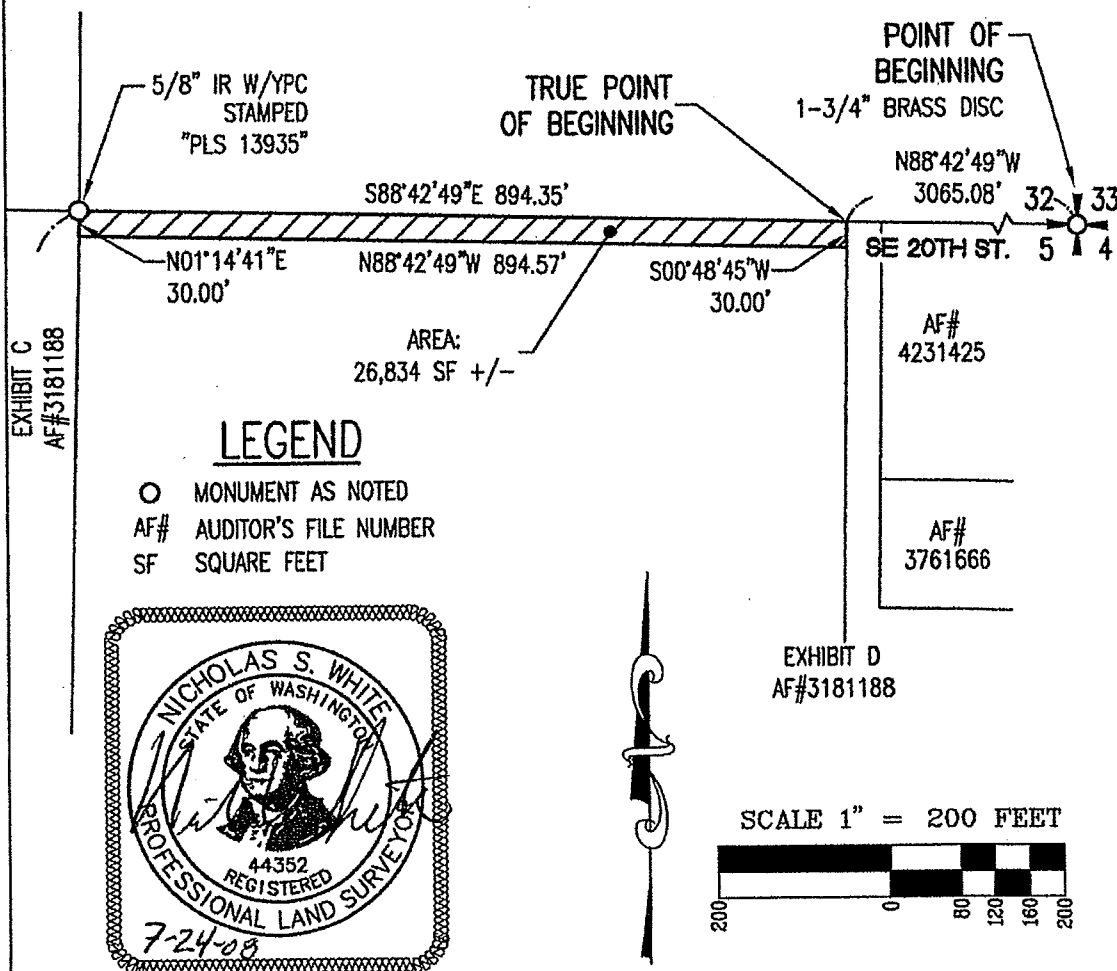


EXHIBIT B

MAP OF A PORTION OF "EXHIBIT D" AF#3181188

LOCATED IN THE NW 1/4 OF SECTION 5, T1N, R3E, W.M.,
CITY OF CAMAS, CLARK COUNTY, WASHINGTON



LEGEND

- MONUMENT AS NOTED
- AF# AUDITOR'S FILE NUMBER
- SF SQUARE FEET

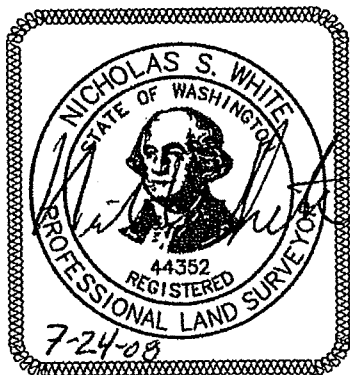
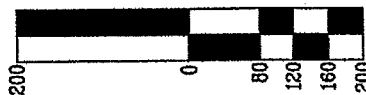


EXHIBIT D
AF#3181188

SCALE 1" = 200 FEET



BASIS OF BEARINGS IS PER
THE PLAT "AWBREY GLEN AT
FISHER'S LANDING", BOOK
311 PAGE 53 CLARK
COUNTY RECORDS.

JOB NAME:	EIFORD SEG.
JOB #:	1958
DRW BY:	JJB
CKD BY:	NSW
DWG #:	1958LS-16

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EXHIBIT A

Legal Description of a Portion of "Exhibit C" AF#3181188

A tract of land located in the Southwest One-Quarter of Section 32, Township 2 North, Range 3 East, Willamette Meridian, City of Camas, Clark County, Washington, being more particularly described as follows:

Beginning at a 3 inch brass disk at the southwest corner of section 32; thence along the south line of said section South 88°42'49" East 697.30 feet to the east boundary of the tract described as "Easterly Parcel" per auditor's file number 4304611 and the **True Point of Beginning**; thence along the east boundary of said "Easterly Parcel" North 29°08'35" East 20.63 feet to a point; thence North 31°10'00" East 13.57 feet to a point; thence along a line parallel to and 30 feet northerly of the south line of section 32 South 88°42'49" East 605.91 feet to the east line the tract described as "Exhibit C" per auditor's file number 3181188; thence along the east line of said "Exhibit C" South 00°44'26" West 30.00 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "PLS 13935" on the south line of section 32; thence along the south line of said section North 88°42'49" West 622.59 feet to the **True Point of Beginning**.

The above described tract of land contains 18,432 square feet, more or less. The basis of bearings for the above described tract is Book 51 Page 100, Clark County Survey Records.

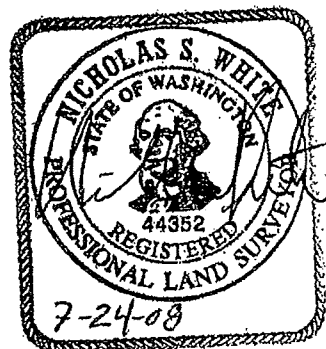
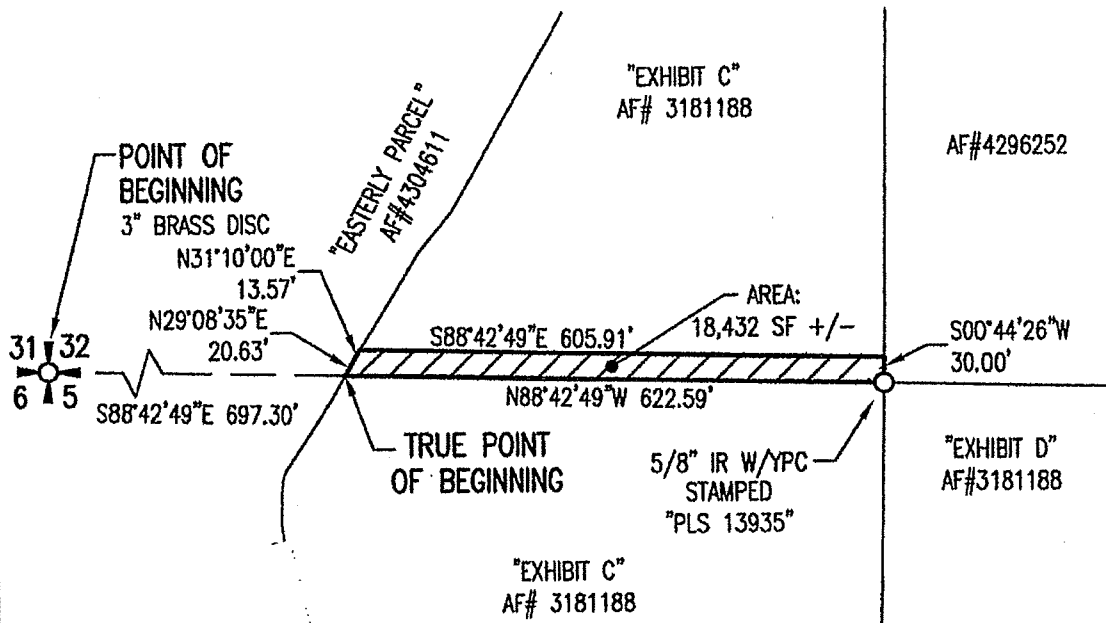


EXHIBIT B

MAP OF A PORTION OF "EXHIBIT C" AF#3181188

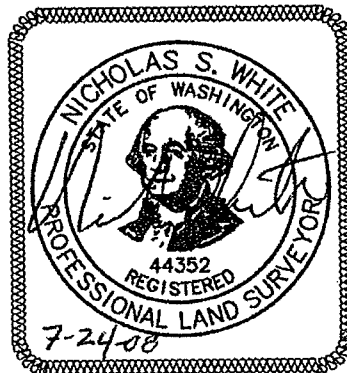
LOCATED IN THE SW 1/4 OF SECTION 32, T2N, R3E, W.M.,
CITY OF CAMAS, CLARK COUNTY, WASHINGTON



LEGEND

- MONUMENT AS NOTED
- AF# AUDITOR'S FILE NUMBER
- SF SQUARE FEET

SCALE 1" = 200 FEET



BASIS OF BEARINGS IS
PER BOOK 51 PAGE 100,
CLARK COUNTY RECORDS.

JOB NAME:	EIFORD SEG.
JOB #:	1958
DRW BY:	JJB
CKD BY:	NSW
DWG #:	1958LS-17

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EXHIBIT A

Legal Description of a Portion of "Exhibit C" AF#3181188

A tract of land located in the Northwest One-Quarter of Section 5, Township 1 North, Range 3 East, Willamette Meridian, City of Camas, Clark County, Washington, being more particularly described as follows:

Beginning at a 3 inch brass disk at the northwest corner of section 5; thence along the north line of said section South 88°42'49" East 697.30 feet to the east boundary of the tract described as "Easterly Parcel" per auditor's file number 4304611 and the **True Point of Beginning**; thence continuing along the north line of said section South 88°42'49" East 622.59 feet to a 5/8 inch iron rod with a yellow plastic cap stamped "PLS 13935" on the east line of the tract described as "Exhibit C" per auditor's file number 3181188; thence along the east line of said "Exhibit C" South 01°14'41" West 30.00 feet to a point; thence along a line parallel to and 30 feet southerly of the north line of section 5 North 88°42'49" West 638.65 feet to a point on the east boundary of the tract described as "Easterly Parcel" per auditor's file number 4304611; thence along said east boundary North 32°04'59" East 3.22 feet to a point; thence North 29°08'35" East 30.81 feet to the **True Point of Beginning**.

The above described tract of land contains 18,916 square feet, more or less. The basis of bearings for the above described tract is Book 51 Page 100, Clark County Survey Records.

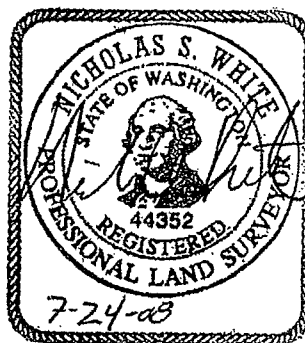
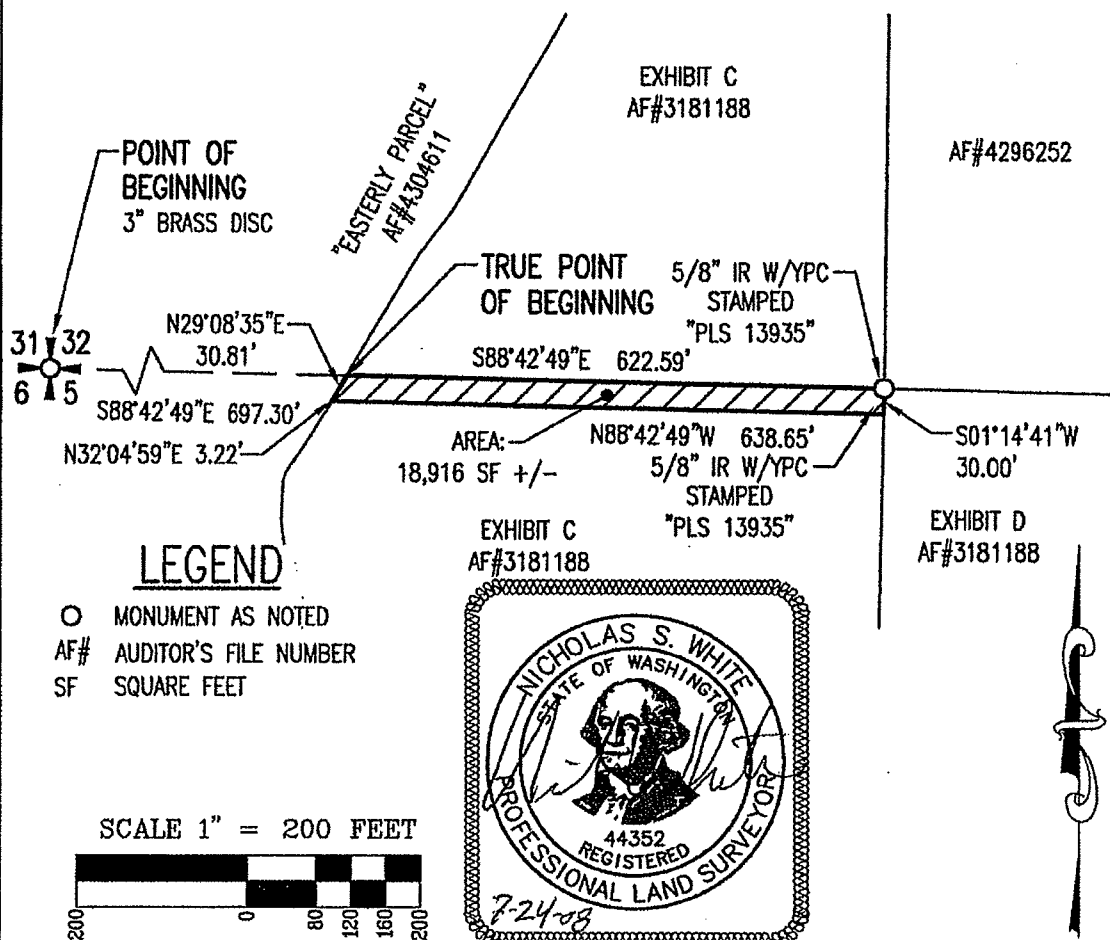


EXHIBIT B

MAP OF A PORTION OF "EXHIBIT C" AF#3181188

LOCATED IN THE NW 1/4 OF SECTION 5, T1N, R3E, W.M.,
CITY OF CAMAS, CLARK COUNTY, WASHINGTON

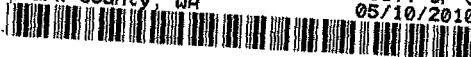


BASIS OF BEARINGS IS
PER BOOK 51 PAGE 100,
CLARK COUNTY RECORDS.

JOB NAME:	EIFORD SEG.
JOB #:	1958
DRW BY:	JJB
CKD BY:	NSW
DWG #:	1958LS-18

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4663471 ADD

RecFee - \$102.00 Pages: 41 - CITY OF CAMAS
Clark County, WA 05/10/2010 02:22


1589

RETURN ADDRESS

City of Camas
P.O. Box 1055
Camas, WA 98607

Real Estate Excise Tax
Ch. 11 Rev. Laws 1951

EXEMPT

Affd. # 0 Date 5-10-11
For details of tax paid see

Affd. # 0
Doug Lasher
Clark County Treasurer

By SM
Deputy

DOCUMENT TITLE(S):

Addendum to Pre-Annexation Development Agreement

REFERENCE NUMBER(S) OF RELATED DOCUMENTS:

Clark County Auditor File No. 441832

GRANTOR(S) (last name, first name and middle initial):

APC Sunrise Summit, LLC; Lugliani Life Insurance Trust; Eiford Properties, LLC; Fisher Creek Campus, LLC

GRANTEE(S) (last name, first name and middle initial):

City of Camas

LEGAL DESCRIPTION (abbreviated form; i.e., lot, block plat or section township, range, quarter/quarter):

SW ¼ SEC 32 T1N R3E WM

Additional legal see Exhibit A

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

177489-000

Additional parcel #s see Exhibit A

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 process may cover up or otherwise obscure some part of the text of the original document.

Signature of Requesting Party

ADDENDUM TO PRE-ANNEXATION DEVELOPMENT AGREEMENT

This Addendum to The Pre-Annexation Development Agreement ("Addendum") is entered into between the following Parties: City of Camas, a Washington Municipal Corporation, hereinafter the "City," and APC Sunrise Summit LLC, a Washington Limited Liability Company, and Matthew Robert Lugliani and David Robert Lugliani, as Trustees of the Lugliani Life Insurance Trust dated January 30, 1997 ("Lugliani Trust"), collectively ("Grass Valley"), and Eiford Properties, LLC, a Washington Limited Liability Company ("Eiford"), and Fisher Creek Campus, LLC, a Washington Limited Liability Company ("Fisher").

RECITALS

- A. The Parties other than Fisher and the Lugliani Trust entered into a Pre-Annexation Development Agreement dated effective January 8, 2008 and recorded under Clark County Auditor's File No. 4411832 (the "Agreement"). Any capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.
- B. The Agreement provided for, among other things, the City to construct certain sanitary sewer improvements, including a pump station and conveyance lines, subject to the terms and conditions set forth in the Agreement.
- C. The City has obtained from the applicable Parties, all NW 38th Ave. Right of Way dedications necessary for the construction of the utilities identified in this Addendum; and the City has approved a Site Plan Application under SPR08-09 for two 150,000 sq.ft. office buildings.
- D. Notwithstanding the timing of construction provided for in the Agreement, the Parties have determined that the sewer design provided for in the Agreement can be improved upon to the benefit of all of the Parties and the Parties wish to take advantage of these benefits by amending the Agreement to provide for a sewer design and construction consistent with Exhibit D-1 of this Addendum and on the dates as revised by this Addendum; provided that the Parties expressly acknowledge the City's obligation to begin construction of the pump station remains conditioned upon the issuance of a building permit as provided for herein.
- E. Fisher has now purchased portions of the Property. The Lugliani Trust has now purchased from Eiford the portion of the Property bearing Clark County Tax Parcel Account No. 177489-000 (the "Triangle Parcel").
- F. In order to better identify and efficiently integrate the future sewer service to property owned by Grass Valley north of NW 38th Avenue, this Addendum also provides for the

dedication of a twenty foot (20') public easement for the location of a future sewer line GR-3B north of NW 38th Avenue, including within such easement, ingress and egress access for a ten foot (10') utility road, all located as depicted on Exhibit G attached to this Addendum and incorporated by reference herein, which may, at Grass Valley's sole discretion, be designed and constructed by Grass Valley, at its sole cost, with no cost to any other party to this Addendum. Location of sewer line GR-3B as shown on Exhibit G is subject to compliance with the requirements identified in the second sentence of Section 3 below.

NOW THEREFORE, the Parties desire to enter into this Addendum to amend the Agreement, including the sanitary sewer design provided for in the Agreement.

AGREEMENT

SECTION 1 EXHIBIT D.

Exhibit D of the Agreement shall be stricken in its entirety and replaced with the revised Exhibit D-1, attached to this Addendum and incorporated by reference herein. Any references in the Agreement or this Addendum to Exhibit D shall only apply to the revised Exhibit D-1 attached to this Addendum.

SECTION 2 SEWER AND WATER DESIGN, CONSTRUCTION AND OPERATION.

Section 6 of the Agreement shall be stricken in its entirety and replaced with the following:

Section 6. Sewer and Water

The City agrees to design and construct the extension of water and sewer facilities (which phrase as used herein shall include, without limitation, the Pump Station, defined below, subject to the specific provisions relating to the Pump Station set forth in Sections 7 and 8 herein) substantially in accordance with the water and sewer improvements plan and map attached hereto as Exhibit D-1; provided, however, that Grass Valley, Eiford and Fisher shall be jointly responsible for providing to the City construction drawings acceptable to the City and surveying (but not construction staking) for the construction and installation of sewer lines GR-1B, and GR-2B, as shown on Exhibit D-1. Such construction drawings shall not include permitting or mitigation. If Grass Valley desires to construct sewer line GR-3B, Grass Valley shall be solely responsible for providing to the City construction drawings of line GR-3B, as shown on Exhibit G prior to receiving approval to construct line GR-3B; and provided further, that Grass Valley shall be solely responsible for all costs associated with the design, permitting or construction of sewer line GR-3B and no other party to this Agreement shall be responsible for or bear any costs associated with the permitting, design or construction of GR-3B; provided, however, that if the City desires to increase the

capacity of GR-3B over that reflected in Grass Valley's design, the City shall be responsible for all costs associated with such increase in capacity. The design work for sewer lines GR-1B and GR-2B shall be completed and delivered to the City by March 19th, 2010; and if such design work is not completed and delivered to the City by such date, the City's remedy shall be that the deadlines set forth in Section 6.2 of this Agreement for the City to complete construction of the sewer and water facilities shall be extended on a day-for-day basis by the number of days from March 19th, 2010 to the date such design work is completed and delivered to the City. All sewer and water facilities shall be designed and constructed to serve each respective portion of the Property at a level of use authorized by the zoning identified in Exhibit C for such portion of the Property. Design of the sewer and water facilities (other than GR-1B, GR-2B, and GR-3B) by the City shall be completed by April 30, 2010. Upon completion of design of all the sewer and water facilities identified in Exhibit D-1, the City will promptly prepare and submit any application or information to the Washington Department of Ecology (DOE) or the Washington Department of Health (DOH) necessary for the City to construct and utilize the sewer and water facilities identified in Exhibit D-1; and, the City shall thereafter diligently pursue any approvals necessary from DOH or DOE to provide sewer or water services to the Property. Once constructed, such water and sewer facilities will be operated and maintained by the City as part of its public water and sewer systems.

SECTION 3 LOCATION OF SEWER LINES GR-1B, GR-2B, GR-3B AND PUMP STATION.

The sewer lines GR-1B and GR-2B, as depicted on Exhibit D-1 shall be located within the respective areas legally described on Exhibits D-2 and D-3 attached hereto, and shall require no mitigation; provided however, that the City and Eiford may agree to a different location. If Grass Valley elects to design and construct sewer line GR-3B, such line shall be located as depicted on Exhibit G, subject to completion of engineering and submission of a U.S. Army Corps of Engineers – verified wetland delineation, to Camas standard mitigation requirements and to Grass Valley providing a permanent easement to the City pursuant to Section 6 of this Addendum over the entire GR-3B sewer line north to Bybee Road. Notwithstanding the foregoing, the City and Grass Valley may agree to a different location for sewer line GR-3B. The sewer pump station ("Pump Station") shown as PS-1B on Exhibits D-1 and G shall be located on the portion of the Triangle Parcel legally described on Exhibit F (the "Pump Station Parcel"). The foot print (as opposed to the wet well) for the Pump Station on the Pump Station Parcel shall be in a location that is consistent with the applicable codes, operation/maintenance requirements of the City, and reasonably maximizes the developable land area in the vicinity of the foot print. Further, the sewer and water facilities, including the Pump Station, shall be designed to serve each respective portion of the Property at a level of use authorized by the zoning identified in Exhibit C of the Agreement for such applicable portion of the Property. The Pump Station

facilities on the Pump Station Parcel shall not be located in a location which requires sewer lines GR-1B or GR-2B to be located further from the buffer of the Fisher Swale wetland than is depicted on Exhibit D-1 without the written consent of Eiford.

SECTION 4 TIMING OF CONSTRUCTION OF SEWER AND WATER FACILITIES EXCEPT FOR THE SEWER PUMP STATION

The City's requirement in Section 6.2 of the Agreement to "complete construction of the sewer and water facilities identified in Exhibit D, except for the Pump Station" is hereby amended to require such construction (as depicted on Exhibit D-1) be completed by the City by August 31, 2010. The City will not withhold the issuance of properly applied for building permits on the Property based upon the incompleteness of construction of the sewer and water facilities identified in Exhibit D-1. On or prior to March 19th, 2010, the Developers shall agree upon and provide to the City, elevation and topographic information about lines GR-1B and GR-2B sufficient to allow the City to establish the elevation of the bottom of the wet well for the Pump Station; if such information is not provided to the City by such date, the City's remedy shall be that the deadline set forth in Section 6 of the Agreement (as amended by Section 2 of this Addendum) for the City to complete design of the sewer and water facilities (other than GR-1B, GR-2B, and GR-3B) shall be extended on a day-for-day basis by the number of days from March 19th, 2010 to the date such information is provided to the City. In the event the City is unable to complete its obligations under this Section of the Addendum, solely because of delay caused by an outside regulatory agency as provided for in Section 6.2 of the Agreement or by an Act of God (including, but not limited to, earthquake, flood, tornado and other extreme acts of nature), then the City, while exercising due diligence to complete the construction as quickly as reasonably possible, reserves the right, in order to avoid constructing during the wet winter months, to complete construction and have operational, the sewer and water facilities the following year, as soon as is reasonably practicable, based upon weather and soil conditions, but in no event completing construction after April 1, 2011. Additionally, should the lowest bid amount received by the City for the third party costs of construction of the sewer and water facilities and the Pump Station collectively (including costs of land acquisition for the Pump Station, permits and wetland or buffer mitigation, if any, but excluding the frontage road and frontage improvements for NW 38th Avenue) (collectively, the "Project Construction"), be more than the amount authorized by the City Council as part of the adoption and execution of this Addendum, said amount being 2.2 Million Dollars (\$2,200,000) (the "Authorized Amount"), then the City shall be afforded a reasonable time to have the City Council lawfully rebid the construction of the sewer and water facilities and the Pump Station, authorize the expenditure of the higher amount or effect the Pump Station Construction Downsize as described in Section 8 of this Addendum, but in no event shall the City delay the completion of construction of the sewer and water facilities, identified in Exhibit D-1, (except for a portion of the Pump Station in accordance with the Pump Station Construction Downsize provisions in Section 8), due to the cost of Project Construction exceeding the Authorized Amount, beyond October 31, 2010. Nothing herein shall abrogate the City's obligations created under the Agreement and the Addendum to acquire the

Pump Station Parcel for its appraised value and to construct the sewer and water facilities and the Pump Station identified in the Addendum.

SECTION 5 TEMPORARY CONSTRUCTION EASEMENTS.

Grass Valley and Fisher, respectively, will prepare and provide to the City within thirty days of the City's execution of this Addendum, draft forms of any temporary construction easements for the Pump Station and FM-2B force main line reasonably necessary to allow the City to construct the Pump Station and FM-2B force main line identified in Exhibit D-1 that are proposed to be constructed on any applicable portion of the Property owned by Grass Valley or Fisher. Grass Valley and Eiford, respectively, will prepare and provide to the City within thirty days of the City's approval of the construction drawings for sewer lines FM-1B, GR-1B and GR-2B, respectively, draft forms of any temporary construction easements for such force main line and gravity sewer lines reasonably necessary to allow the City to construct such force main line and gravity sewer lines identified in Exhibit D-1 that are proposed to be constructed on the applicable portions of the Property owned by Grass Valley or Eiford. The City and Fisher, Grass Valley and Eiford, as applicable, shall use their reasonable best efforts to agree on the forms of such temporary construction easements as soon as reasonably possible after the City's receipt of such draft easements.

SECTION 6 PERMANENT EASEMENTS.

Upon the City's completion of the improvements identified on Exhibit D-1 for GR-1B and GR-2B lines and acceptance of those improvements by the City, Eiford shall prepare and provide to the City permanent easements (in a form mutually acceptable to the City and Eiford) reasonably necessary to allow the City to repair, operate and maintain the sewer and water facilities for GR-1B and GR-2B lines identified in Exhibit D-1 that are proposed to be constructed on the Eiford property; provided however, that this sentence shall not apply to the sewer Pump Station, FM-1B, FM-2B or GR-3B identified on Exhibits D-1 and/or G. Regardless of whether Grass Valley proceeds to design and construct sewer line GR-3B, Grass Valley agrees, upon request by the City, to prepare and provide to the City such permanent easements (in forms mutually acceptable to the City and Grass Valley) as may be reasonably required to allow the City, at the City's expense, to construct (if not constructed by Grass Valley), repair, operate and maintain the sewer and water facilities for the GR-3B line identified in Exhibit G.

SECTION 7 SEWER PUMP STATION.

The first, second and third sentences of Section 6.1 of the Agreement shall be stricken in their entirety and replaced with the following:

Section 6.1:

Prior to the City's construction of the Pump Station, Grass Valley shall dedicate the Pump Station Parcel to the City. In consideration for such dedication, the City

will pay Grass Valley the appraised value of the Pump Station Parcel, and such appraised value shall take into consideration any increased value of the Pump Station Parcel due to already completed surveys, delineations and environmental reports affecting the Pump Station Parcel. The City shall order an appraisal of the Pump Station Parcel within thirty (30) days following execution of this Addendum. Grass Valley and the City shall each bear one-half the cost of the appraisal. Closing of the City's acquisition of the Pump Station Parcel shall occur within sixty (60) days of completion of the appraisal. The Pump Station location is the entrance to Camas and the Grass Valley commercial center. The City and Grass Valley acknowledge that the appearance at such location is important and shall seek to minimize the negative impacts of the facility with buffer plantings and green vinyl clad fencing and shall give effect to the Camas code requirement of a 30 foot setback from the right of way. In connection with its construction of the Pump Station, the City shall improve the frontage road on NW 38th Avenue along the frontage of the property on which the Pump Station is sited. The City may construct the frontage improvements after the Pump Station construction is completed, but in no event shall such construction be completed later than the date any portion of 38th Ave is improved west of Bybee Road or extended to the east edge of the Fisher Swale. In the event that prior to the conveyance of the Pump Station Parcel to the City, a building permit is issued on a portion of the Property that has received site plan approval, (thus triggering the City's construction timelines under this Agreement), the City shall prepare and cause to be delivered to Grass Valley a possession and use agreement granting the City temporary possession and use of the Pump Station Parcel for the purpose of constructing a Pump Station pending completion of the conveyance process. Provided the City is not then in default of its appraisal and acquisition obligations regarding the Pump Station Parcel under this Section 7, Grass Valley shall execute the possession and use agreement within ten days of receipt of the agreement by Grass Valley. The possession and use agreement shall provide for Grass Valley and the City to indemnify the other from any negligent acts of the other party, including that party's agents, independent contractors or assigns.

SECTION 8 TIMING OF PUMP STATION CONSTRUCTION.

The City's obligation to bid or construct the Pump Station by dates or times certain provided for in Section 6.2 of the Agreement (but not the City's obligation to construct as such) shall be stricken and replaced with the following:

The City shall complete construction, and have operational, the Pump Station within 120 days of the issuance of a building permit on any portion of the Property that has received site plan approval; provided however, if said building permit is issued between July 1st and December 31st of any year, then the City, while exercising good faith to complete the construction, reserves the right to

complete construction and have operational, the Pump Station the following year, as soon as is reasonably practicable, based upon weather and soil conditions, but in no event starting the construction after May 1st of said following year and in no event completing construction and having the Pump Station operational after August 31, of that same year. If said building permit is issued between January 1st and April 30th of any year, construction shall begin no later than May 1st and the Pump Station shall be completed and operational by August 31st of that year. In the event the City is unable to complete its obligations under this Section of the Addendum, solely because of delay caused by an outside regulatory agency as provided for in Section 6.2 of the Agreement or by an Act of God (including, but not limited to, earthquake, flood, tornado and other extreme acts of nature), then the City, while exercising due diligence to complete the construction as quickly as reasonably possible, reserves the right, solely to avoid constructing during the wet winter months, to complete construction of the Pump Station and have it operational the following year, as soon as is reasonably practicable, based upon weather and soil conditions, but in no event completing construction of the Pump Station and having it operational after July 31st of that following year. Notwithstanding the preceding sentence, if the City, prior to April 15th, receives a "written notice of intent to apply for a building permit within sixty 60 days" on any portion of the Property that has received site plan approval, and a building permit is applied for within that time period, then the latest date to complete construction shall not be July 31st of the following year, but shall instead be April 1st of the following year. In the event the lowest bid amount received by the City for the Project Construction is more than the Authorized Amount, then the City reserves the right, on an interim basis, to construct the Pump Station to a capacity that is sufficient to serve the building(s) that gave rise to the City's obligation to construct the Pump Station under this section, plus any additional capacity to the extent funds are available within the Authorized Amount (the "Pump Station Construction Downsize"); provided, however, notwithstanding the City's right to effect the Pump Station Construction Downsize on an interim basis, the City shall nevertheless design the Pump Station to the full capacity required under Section 2 of this Addendum and construct and install as part of the Pump Station Construction Downsize the full pad and electrical connections that will be necessary for the Pump Station at such full capacity. In the event the City's right to effect the Pump Station Construction Downsize on an interim basis is triggered and the City elects to effect the Pump Station Construction Downsize, the City's obligation under Section 2 of this Addendum to construct the Pump Station "designed and constructed to serve each respective portion of the Property at a level of use authorized by the zoning identified in Exhibit C [of the Agreement] for such portion of the Property", shall not be abrogated or reduced, but instead shall be triggered by the next building permit applied for on any portion of the Property that has received site plan approval whose sewer demand causes a need for Pump Station capacity in excess of that possessed by the interim Pump Station constructed pursuant to the Pump Station Construction Downsize. In that event,

the City shall construct an expansion of the Pump Station to meet such increased demand for capacity within 120 days of the issuance of that building permit. The City acknowledges that this Section 8 may require the City to construct multiple expansions of the Pump Station.

SECTION 9 PAYMENT OF SDC CHARGES.

Nothing herein is intended to alter the obligation of the property owners or future developers of the Property from paying the then applicable SDC charges for sewer and/or water.

SECTION 10 OTHER PROVISIONS.

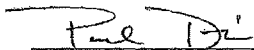
The provisions of the Agreement that are not modified by this Addendum remain unchanged and in full force and effect.

SECTION 11 SIGNATURES.

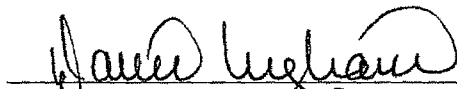
This Addendum may be signed in counterparts. A fax transmission of a signature page will be considered an original signature page. At the request of a party, the other party will confirm a fax-transmitted signature page by delivering an original signature page to the requesting party.

Dated: March 16, 2010

CITY OF CAMAS, WASHINGTON


By (person signing) Paul Dennis
Title Mayor

APC SUNRISE SUMMIT, LLC


By (person signing) David Wighani
Title manager

LUGLIANI TRUST

Matthew Robert Lugliani
Matthew Robert Lugliani, as Trustee of the
Lugliani Life Insurance Trust dated January 30, 1997

David Robert Lugliani
David Robert Lugliani, as Trustee of the
Lugliani Life Insurance Trust dated January 30, 1997

EIFORD PROPERTIES, LLC

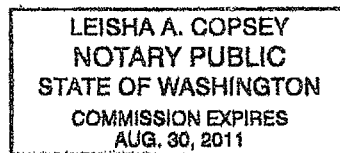
Donald K. Eiford
By (person signing) Donald K. Eiford
Title President

FISHER CREEK CAMPUS, LLC

Sherrilyn Fisher
By (person signing) Sherrilyn Fisher
Title Secretary Treasurer

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

I certify that I know or have satisfactory evidence that Paul Dennis 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
Mayor of the City of CAMAS, Washington, to be the free and voluntary act of
such party for the uses and purposes mentioned in the instrument.



Dated: 3/16/10
Leisha A. Copsey
NOTARY PUBLIC and for the State of:
residing at Camas, WA
My appointment expires: 8/30/2011

STATE OF WASHINGTON)
) :ss
COUNTY OF CLARK)

On this day personally appeared before me DAVID LUGLIANI, to me known as the MANAGER of APC SUNRISE SUMMIT, LLC and acknowledged that he signed this document as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.

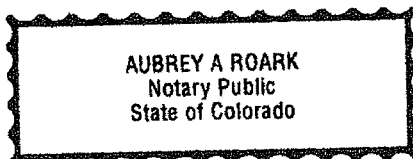


Sharon F. Osborn
NOTARY PUBLIC and for the State of: WA
residing at Vancouver, WA
My appointment expires: 3/15/2012

STATE OF Colorado)
) :ss
COUNTY OF Adams)

On this day personally appeared before me Matthew Robert Lugliani, to me known as a Trustee of the Lugliani Life Insurance Trust dated January 30, 1997, and acknowledged that he signed this document as his free and voluntary act and deed as Trustee for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Aubrey A. Roark
NOTARY PUBLIC and for the State of: Colorado
residing at Adams County
My appointment expires: 9 Sept 2013

STATE OF WASHINGTON)
) :ss
COUNTY OF CLARK)

On this day personally appeared before me David Robert Lugliani, to me known as a Trustee of the Lugliani Life Insurance Trust dated January 30, 1997, and acknowledged that he signed this document as his free and voluntary act and deed as Trustee for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.

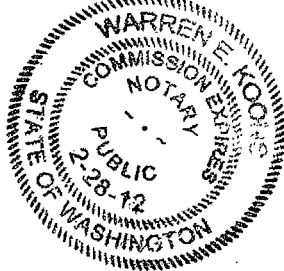


Sharon F. Osborn
NOTARY PUBLIC and for the State of: WA
residing at Yanover, WA
My appointment expires: 3/15/2012

STATE OF WASHINGTON)
) :ss
COUNTY OF KING)

On this day personally appeared before me Donald K. Eiford, to me known as the President of **EIFORD PROPERTIES, LLC** and acknowledged that he signed this document as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Warren E. Koon
NOTARY PUBLIC and for the State of Washington:
residing at Redmond, WA
My appointment expires: 2-28-12

CALIFORNIA
STATE OF ~~WASHINGTON~~)
) :ss
SAN MATEO
COUNTY OF ~~CLARK~~)

On this day personally appeared before me SHERILYN FISTER to me known as the SECRETARY & TREASURER of **FISHER CREEK CAMPUS, LLC** and acknowledged that she signed this document as her free and voluntary act and deed for the uses and purposes therein mentioned.

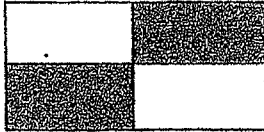
WITNESS my hand and official seal hereto affixed the day and year first above written.

Kara Kam Wah Yee
NOTARY PUBLIC and for the State of:
residing at San Mateo, CALIFORNIA
My appointment expires: Feb 15, 2013



EXHIBIT A
ADDENDUM TO PRE-ANNEXATION DEVELOPMENT AGREEMENT

THIS EXHIBIT WAS COPIED FROM AUDITOR'S FILE NUMBER 4411832, WHICH WAS RECORDED ON JANUARY 11, 2008. NO CHANGES WERE MADE TO THIS EXHIBIT. THIS EXHIBIT IS OFFERED TO PROVIDE LEGAL DESCRIPTION AND ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBERS.



HAGEDORN, INC.

SURVEYORS AND ENGINEERS

1924 Broadway, Suite B • Vancouver, WA 98663 • (360) 696-4428 • (866) 696-4428 • Fax: (360) 694-8834 • www.hagedornse.com

January 7, 2008

PARCEL NO 177489 AND 126043:

That portion of the following described parcel of land located in the Southwest quarter of Section 32, Township 2 North, Range 3 East, Willamette Meridian, and the Northwest quarter of Section 5, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington, lying Easterly of the centerline of a creek running in a Southwesterly direction:

BEGINNING at a point in the center of County Road, that is 17.65 chains North and 4.66 chains East of the Southwest corner of said Section 32; thence South along the West line of that certain tract of land conveyed to Lloyd V. Eiford et ux, by deed, recorded under Auditor's File No. G 137919, records of Clark County, Washington, parallel with the West line of said Section 32 and Section 5, for a distance of 37.60 chains to the Southwest corner thereof said point being the South line of the Northwest quarter of the Northwest quarter of said Section 5; thence East along said South line, for a distance of 15.29 chains to the Southeast corner of said "Eiford tract", said point being the Southeast corner of the Northwest quarter of the Northwest quarter of said Section 5; thence North along the East line of said "Eiford tract", for a distance of 35.10 chains to the center of said County Road; thence North $72^{\circ} 56'$ West, along the center of said County Road and the North line of said "Eiford tract", for a distance of 7.61 chains; thence continuing along said North line, North $82^{\circ} 05'$ West, for a distance of 2.86 chains; thence continuing along said North line, North $89^{\circ} 08'$ West, for a distance of 5.19 chains to the POINT OF BEGINNING.

EXCEPT County Roads.

LD-2008\Eiford-Parcel 1.rds
07-247



Ex. A 1 4 19

ENGINEERING PLANNING
FORESTRY
13910 S.W. Galbreath Dr., Suite 100
Sherwood, Oregon 97140
Phone: (503) 925-8799
Fax: (503) 925-8969



LANDSCAPE ARCHITECTURE
SURVEYING
Offices Located In:
SHERWOOD, OREGON
REDMOND, OREGON
VANCOUVER, WASHINGTON
www.aks-eng.com

Legal Description

A portion of the Eiford Tract described in Auditor's File No. 3181188 Exhibit D located in Section 5, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington and being more particularly described as follows:

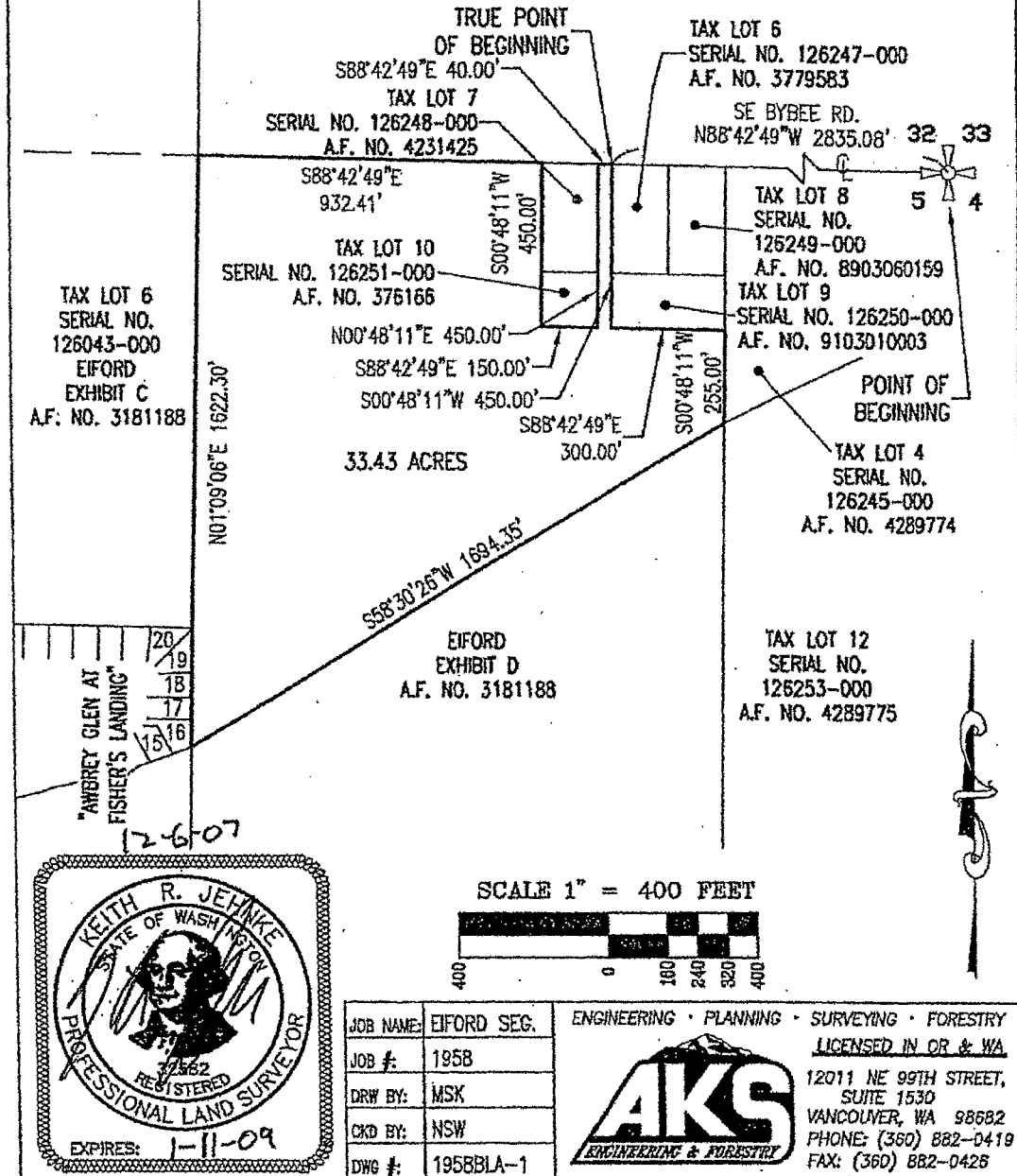
Beginning at the Northeast Section corner of Section 5, thence along the north line of said Section 5 North 88°42'49" West 2835.08 feet to the True Point of Beginning; thence along the west line of Auditor's File No. 3779583 and 9103010003 South 00°48'11" West 450.00 feet to the southwest corner of Auditor's File No. 9103010003; thence along the south line of Auditor's File No. 9103010003 South 88°42'49" East 300.00 feet to the southeast corner thereof; thence along the west line of said Auditor's File No. South 00°48'11" West 255.00 feet to the southwest corner thereof; thence South 58°30'26" West 1694.35 feet to the southeast corner of Lot 16 of "Awbrey Glen At Fisher's Landing"; thence along the east line of said plat and the east line of Exhibit C of the Eiford Tract described in Auditor's File No. 3181188 North 01°09'06" East 1622.30 feet to the north line of said Section 5; thence along said north line South 88°42'49" East 932.41 feet to a point on the west line of Auditor's File No. 4231425; thence along the west line of said Auditor's File No. and Auditor's File No. 376166 South 00°48'11" West 450.00 feet to the southwest corner of Auditor's File No. 376166; thence along the south line of said Auditor's File No. South 88°42'49" East 150.00 feet to the southeast corner of said Auditor's File No.; thence along the east line of said Auditor's File No. and Auditor's File No. 4231425 North 00°48'11" East 450.00 feet to the north line of said Section 5; thence along said north line South 88°42'49" East 40.00 feet to the True Point of Beginning.

The above described tract of land contains 33.43 acres, more or less.



Ex A. 2419

MAP OF LEGAL DESCRIPTION
A PORTION OF EXHIBIT D OF THE EIFORD TRACT
DESCRIBED IN AUDITORS FILE NO. 3181188 OF SECTION
5, T1N, R3E, W.M. CLARK COUNTY, WASHINGTON



EX A 3419

ENGINEERING PLANNING
FORESTRY
13910 S.W. Galbreath Dr., Suite 100
Sherwood, Oregon 97140
Phone: (503) 925-8799
Fax: (503) 925-8969



LANDSCAPE ARCHITECTURE
SURVEYING

Offices Located In:
SHERWOOD, OREGON
REDMOND, OREGON
VANCOUVER, WASHINGTON
www.aks-eng.com

Legal Description

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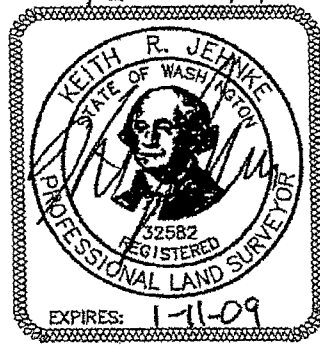
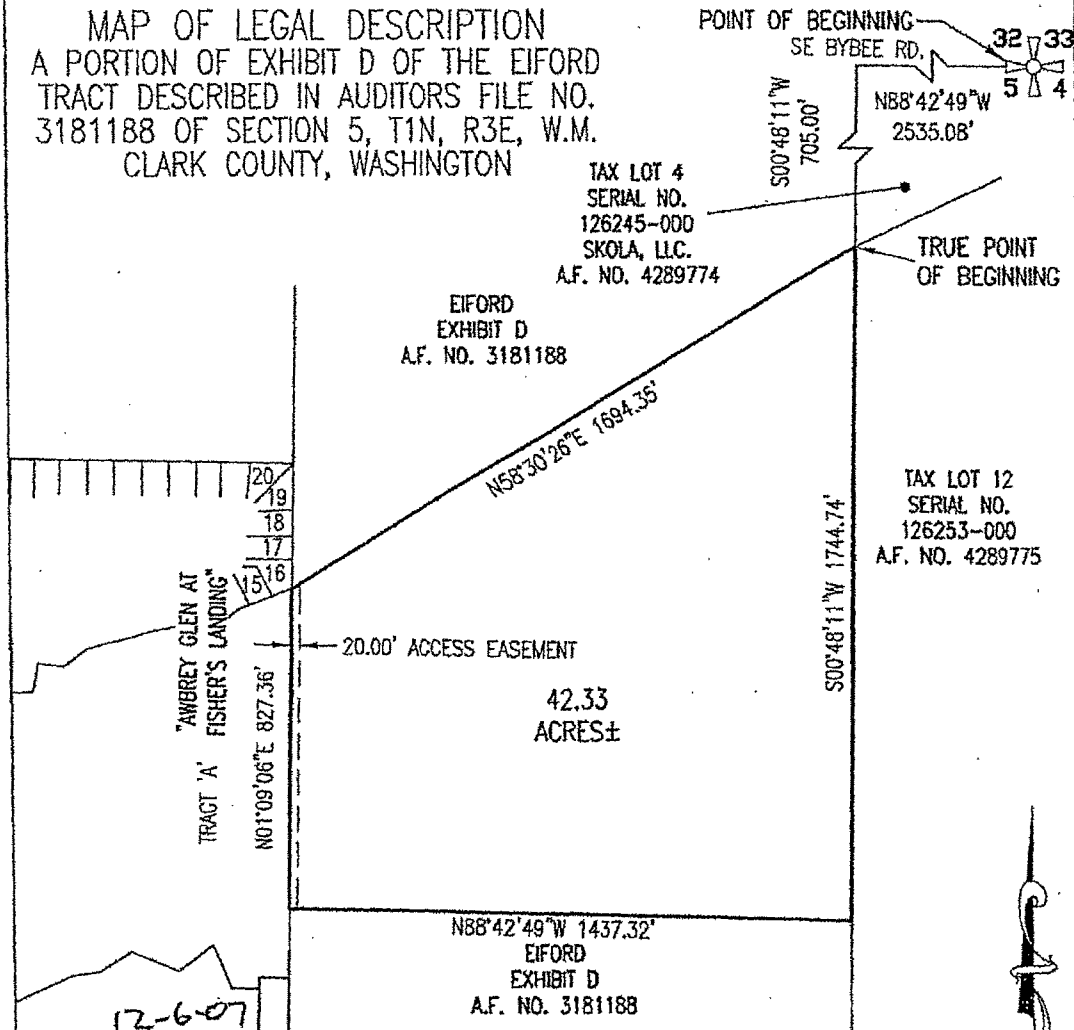
Beginning at the Northeast Section corner of Section 5, thence along the north line of said Section 5 North 88°42'49" West 2535.08 feet to a point; thence along the west line of Auditor's File No. 4289774 South 00°48'11" West 705.00 feet to the True Point of Beginning; thence along the west line of Auditor's File No. 4289775 South 00°48'11" West 1744.74 feet to a point; thence along a line parallel to and 610 feet northerly of the John Knight Donation Land Claim (when measured at right angles) North 88°42'49" West 1437.32 feet to a point on the east line of Tract 'A' of "Awbrey Glen At Fisher's Landing"; thence along the east line of said Tract 'A' North 01°09'06" East 827.36 feet to the southeast corner of Lot 16 of said plat; thence North 58°30'26" East 1694.35 feet to the True Point of Beginning.

The above described tract of land contains 42.33 acres, more or less.



Ex A 4419

MAP OF LEGAL DESCRIPTION
A PORTION OF EXHIBIT D OF THE EIFORD
TRACT DESCRIBED IN AUDITORS FILE NO.
3181188 OF SECTION 5, T1N, R3E, W.M.
CLARK COUNTY, WASHINGTON



SCALE 1" = 400 FEET



JOB NAME:	EIFORD SEG.
JOB #:	1958
DRW BY:	MSK
CKD BY:	NSW
DWG #:	1958BLA-3

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AKS
ENGINEERING & FORESTRY

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SUITE 1530
VANCOUVER, WA 98682
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FAX: (360) 882-0426

EXA 5419

ENGINEERING PLANNING
FORESTRY
13910 S.W. Galbreath Dr., Suite 100
Sherwood, Oregon 97140
Phone: (503) 925-8799
Fax: (503) 925-8969



LANDSCAPE ARCHITECTURE
SURVEYING
Offices Located In:
SHERWOOD, OREGON
REDMOND, OREGON
VANCOUVER, WASHINGTON
www.aks-eng.com

Legal Description

A portion of the Eiford Tract described in Auditor's File No. 3181188 Exhibit D located in Section 5, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington and being more particularly described as follows:

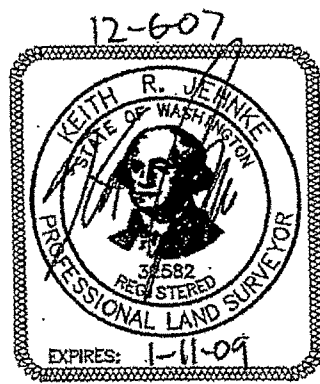
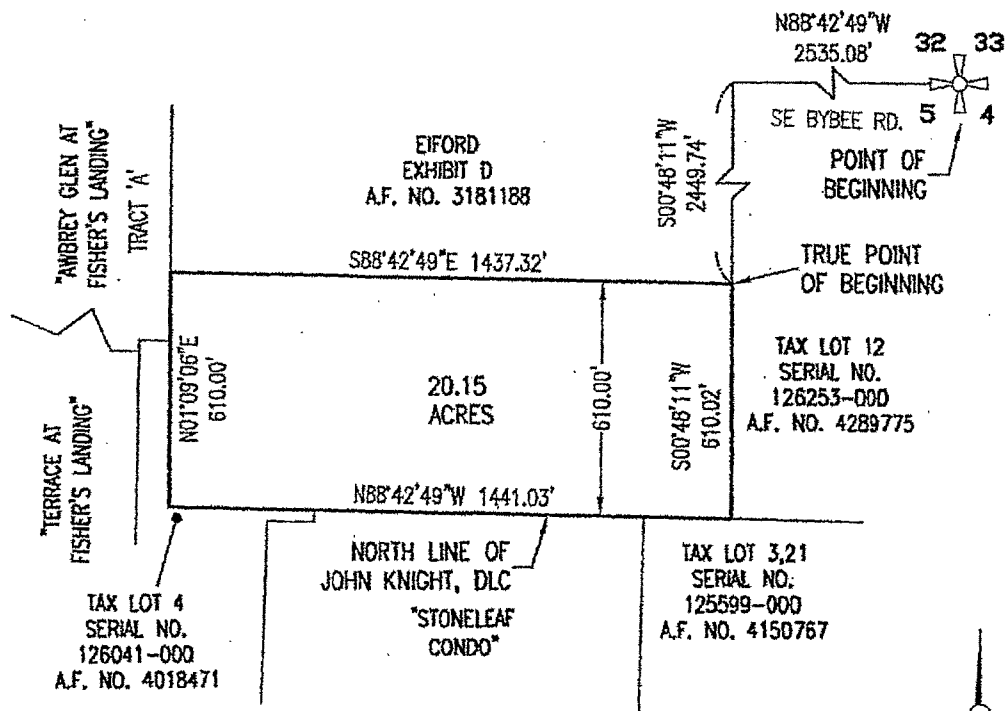
Beginning at the Northeast Section corner of Section 5, thence along the north line of said Section 5 North 88°42'49" West 2535.08 feet to a point; thence along the west line of Auditor's File No. 4289775 and the northerly projection thereof South 00°48'11" West 2449.74 feet to the True Point of Beginning; thence continuing along said west line South 00°48'11" West 610.02 feet to a point on the north line of the John Knight Donation Land Claim; thence along said north line North 88°42'49" West 1441.03 feet to a point on the northerly east line of Auditor's File No. 4018471; thence along said northerly east line and the east line of Tract 'A' of "Awbrey Glen at Fisher's Landing" North 01°09'06" East 610.00 feet to a point; thence along a line parallel to and 610 feet northerly of the John Knight DLC line (when measured at right angles) South 88°42'49" East 1437.32 feet to the True Point of Beginning.

The above described tract of land contains 20.15 acres, more or less.



Ex A. 6 + 19

MAP OF LEGAL DESCRIPTION
A PORTION OF EXHIBIT D OF THE EIFORD TRACT
DESCRIBED IN AUDITORS FILE NO. 3181188 OF SECTION
5, T1N, R3E, W.M. CLARK COUNTY, WASHINGTON



SCALE 1" = 400 FEET



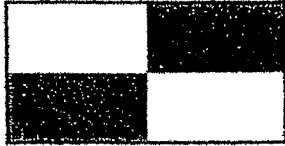
JOB NAME:	EIFORD SEG.
JOB #:	1958
DRW BY:	MSK
CKD BY:	NSW
DWG #:	1958BLA-2

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FAX: (360) 882-0426

Ex. A 7 of 19



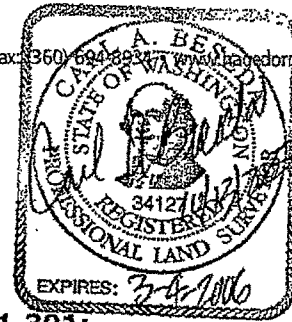
HAGEDORN, INC.

SURVEYORS AND ENGINEERS

1924 Broadway, Suite B • Vancouver, WA 98663 • (360) 696-4428 • (503) 283-6778 • Fax: (360) 694-8934 • www.hagedornse.com

October 13, 2005

**LEGAL DESCRIPTION
FOR
GRASS VALLEY, LLC**



GRASS VALLEY LLC TRACT, AKA LOT 1 SHORT PLAT 1-301:

That portion of Government Lot 3, lying in the Southeast quarter of the Southwest quarter of Section 32, Township 2 North, Range 3 East, Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at a brass disc marking the Southwest corner of Section 32, Township 2 North, Range 3 East; thence South $88^{\circ} 42' 55''$ East, along the South line of Section 32 as shown in Book 9 of Surveys, page 116, records of Clark County, for a distance of 1319.76 feet to the Southwest corner of Government Lot 3; thence continuing South $88^{\circ} 42' 55''$ East, along said South line, for a distance of 164.73 feet to the Southwest corner of Book 1 of Short Plats, page 301, Clark County Auditor's Records; thence North $20^{\circ} 02' 22''$ East, along said West line, 587.74 feet to the Southwest corner of Lot 1 and the TRUE POINT OF BEGINNING; thence continuing North $20^{\circ} 02' 22''$ East, along said West line of Short Plat 1-301 for a distance of 280.70 feet to the centerline of S.E. Bybee Road; thence along the centerline of S.E. Bybee Road the following courses; thence South $57^{\circ} 14' 06''$ East, 93.09 feet; thence along the arc of a 201.00 foot radius curve to the right, through a central angle of $51^{\circ} 08' 20''$, for an arc distance of 179.40 feet to the West line of "County Ridge" (H-263); thence South $01^{\circ} 23' 09''$ West, along said West line, 161.13 feet to the Southeast corner of Lot 1 of Short Plat 1-301; thence North $69^{\circ} 57' 38''$ West, 278.51 feet to the TRUE POINT OF BEGINNING.

TOGETHER WITH and SUBJECT TO easements and restrictions of record.

Ld2005\Grass Valley LLC Tract Lot 1 SP 103-1.rds
04-121

E. A. 8 1 19



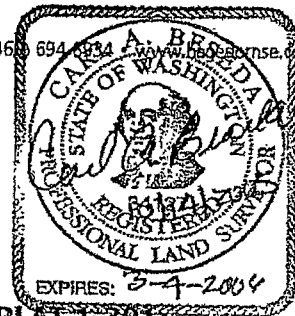
HAGEDORN, INC.

SURVEYORS AND ENGINEERS

1924 Broadway, Suite B • Vancouver, WA 98663 • (360) 696-4428 • (503) 283-6778 • Fax: (360) 694-6984 • www.hagedornse.com

October 14, 2005

LEGAL DESCRIPTION
FOR
APC SUNRISE SUMMIT, LLC



APC SUNRISE SUMMIT, LLC TRACT, AKA LOT 2 SHORT PLAT 1-301:

That portion of Government Lot 3, lying in the Southeast quarter of the Southwest quarter of Section 32, Township 2 North, Range 3 East, Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at a brass disc marking the Southwest corner of Section 32, Township 2 North, Range 3 East; thence South $88^{\circ} 42' 55''$ East, along the South line of Section 32 as shown in Book 9 of Surveys, page 116, records of Clark County, for a distance of 1319.76 feet to the Southwest corner of Government Lot 3; thence continuing South $88^{\circ} 42' 55''$ East, along said South line, for a distance of 164.73 feet to the Southwest corner of Lot 4 of that Short Plat recorded in Book 1, page 301, Clark County Auditor's Records; thence North $20^{\circ} 02' 22''$ East, along said West line, 392.74 feet to the Northwest corner of Lot 4 and the TRUE POINT OF BEGINNING of the following described tract; thence continuing North $20^{\circ} 02' 22''$ East, along said West line of Short Plat 1-301 for a distance of 195.00 feet to the Southwest corner of Lot 1 of Short Plat 1-301; thence South $69^{\circ} 57' 38''$ East, 278.51 feet to the Southeast corner of Lot 1 of Short Plat 1-301; thence South $01^{\circ} 23' 09''$ West, 205.82 feet to the Northeast corner of Lot 3 of Short Plat 1-301; thence North $69^{\circ} 57' 38''$ West, 344.34 feet to the TRUE POINT OF BEGINNING.

EXCEPT County Roads (SE Bybee Road).

TOGETHER WITH and SUBJECT TO easements and restrictions of record.

ALSO TOGETHER WITH and SUBJECT TO a 60.00 foot private road easement as described Auditor's File No. 780424005.

EA A 9419

10
2
4255232 D

RecFee - \$33.00 Pages: 2 - FIRST AMERICAN TITLE
Clark County, WA 12/01/2006 04:00



AFTER RECORDING MAIL TO:

APC Sunrise Summit LLC
16420 SE McGillivray Boulevard, Ste. #103-197
Vancouver, WA 98683

NEW STATE TAX
Ch. 11 B&B Laws 1951
\$10,680.00 has been paid
Resp. # 60231 Date 12-7-06
Sec. 61, see Affd. No.
Doug Lasher
Clark County Treasurer
Deputy

Filed for Record at Request of:
First American Title Insurance Company

Space above this line for Recorder use only

STATUTORY WARRANTY DEED

File No: 4283-938377 (DJB)

Date: November 16, 2006

Grantor(s): Jerrold D. Campbell and Debra J.B. Campbell

Grantee(s): APC Sunrise Summit LLC

Abbreviated Legal: Lot 3, SHORT PLAT No. 432, Book 1, Page 432

Additional Legal on page:

Assessor's Tax Parcel No(s): 177451-010

THE GRANTOR(S) Jerrold D. Campbell and Debra J.B. Campbell, husband and wife for and in consideration of Ten Dollars and other Good and Valuable Consideration, in hand paid, conveys, and warrants to APC Sunrise Summit LLC, the following described real estate, situated in the County of Clark, State of Washington.

Lot 3 of SHORT PLAT No. 432, recorded in Book 1 of Short Plats, Page 432, lying within the Southwest quarter of Section 32, Township 2 North, Range 3 East of the Willamette Meridian, recorded November 17, 1978, under Auditor's File No. 7811170176, record of Clark County, Washington.

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

Jerrold D. Campbell

Debra J.B. Campbell

Ex. A 10 of 19

APN: 177451-010

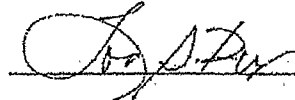
Statutory Warranty Deed
- continued

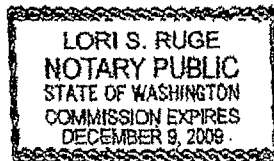
File No.: 4253-938377 (DJB)
Date: 11/16/2006

STATE OF Washington)
)-ss
COUNTY OF Clark)

I certify that I know or have satisfactory evidence that **Jerrold D. Campbell and Debra J.B. Campbell**, is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

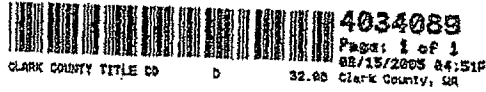
Dated: 12/11/06





Notary Public in and for the State of Washington
Residing at: Pidgefield
My appointment expires: 12-19-09

Ex-A 11 of 11



AFTER RECORDING MAIL TO:

Name APC Sunrise Summit LLC

Address 16420 SE McGilivray Blvd

City, State, Zip Vancouver, WA 98683

Real Estate Excise Tax

Ch. 11 Rev. Laws 1951

\$ 1083.00 has been paid

Recp. # 93310 Date 8/15/05

Sec. 61, see Affd. No.

Doug Lathier

Clark County Treasurer

By _____
Deputy

103250 CE

Statutory Warranty Deed

THE GRANTOR Jerome T. Jarrett and Stephanie M. Jarrett, husband and wife for and in consideration of Ten Dollars and other valuable consideration in hand paid, conveys and warrants to APC Sunrise Summit LLC the following described real estate, situated in the County of CLARK, State of Washington:

Lot 1, COUNTRY RIDGE 1, according to the plat thereof, recorded in Book "H" of plats, page 263, records of Clark County, Washington.

SUBJECT TO covenants, conditions, restrictions, reservations, easements and agreements of record, if any.

Assessor's Property Tax Parcel Account Number(s): 177480-002, 114007

Abbreviated Legal Description: Lot 1 of COUNTRY RIDGE 1

Asst

Dated this 5th day of ~~July~~ August, 2005.

Jerome T. Jarrett

Stephanie M. Jarrett

STATE OF WASHINGTON
COUNTY OF clark } ss

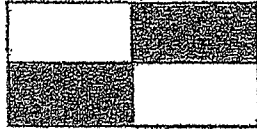
I certify that I know or have satisfactory evidence that Jerome T. Jarrett and Stephanie M. Jarrett are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 8-15-05



Notary Public in and for the State of Washington
Residing at Vancouver
My appointment expires: 7/24/07

Ex. A 12 of 19



HAGEDORN, INC.

SURVEYORS AND ENGINEERS

1024 Broadway, Suite 6 • Vancouver, WA 98660 • (360) 682-4426 • (360) 682-4428 • Fax: (360) 682-8904 • www.hagedorninc.com

November 30, 2006

**LEGAL DESCRIPTION
FOR
GRASS VALLEY HOLDINGS LLC**

TAX LOT #13, SERIAL NO. 126254-080:

That portion of the Northeast quarter and the Southeast quarter of Section 5, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at the Northeast corner of that tract conveyed to Fred Watson by deed recorded in Book 296, page 123, Deed Records, said point being 27.50 chains West of the Northeast corner of said Section 5; thence South 0° 29' East, along the East line of said "Watson tract", 46.36 chains to a point on the North line of the Joel Knight Donation Land Claim and the TRUE POINT OF BEGINNING hereof; thence North 0° 29' West, along the East line of said "Watson tract", 1661.07 feet; thence West, parallel with the North line of said Joel Knight Donation Land Claim, 5.96 chains to the West line of said "Watson tract"; thence South 0° 29' East, along said West line 1661.07 feet to the North line of said Joel Knight Donation Land Claim; thence East, along said North line, 5.96 chains to the TRUE POINT OF BEGINNING.

SUBJECT TO easements and restrictions of record.

LD-20071 Grass Valley TL Tracts
04-052-1



11/30/07

Ex A B 419



HAGEDORN, INC.

SURVEYORS AND ENGINEERS

1224 Broadway, Suite E • Vancouver, WA 98663 • (360) 690-4425 • (360) 690-4426 • Fax: (360) 694-5024 • www.hagedornsa.com

November 30, 2007

**LEGAL DESCRIPTION
FOR
GRASS VALLEY HOLDINGS LLC**

TAX LOT #81, SERIAL NO. 125668-000:

That portion of the Southeast quarter Section 5, Township 1 North, Range 3 East, Willamette Meridian, City of Camas, Clark County, Washington, described as follows:

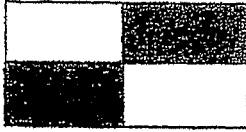
BEGINNING at the Northeast corner of that tract conveyed to Fred Watson, described in Deed Book 296, page 123 records of the Clark County Auditor, said point being 1815.00 feet West of the Northeast corner of said Section 5; thence South $0^{\circ} 48' 05''$ West, along the East line of said "Watson tract", 3,085.92 feet to a point on the North line of the "Joel Knight Donation Land Claim" and the TRUE POINT OF BEGINNING of the following described parcel; thence continuing South $0^{\circ} 48' 05''$ West, 118.41 feet to the North right-of-way line of N.W. Pacific Rim Blvd as described under Clark County Auditor's File No. 6509040209; thence South $58^{\circ} 22' 49''$ West, along said North right-of-way line, 465.99 feet; thence North $0^{\circ} 48' 05''$ East, 366.60 feet to the North line of the Joel Knight Donation Land Claim; thence South $89^{\circ} 26' 19''$ East, along said North line, 393.35 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO easements and restrictions of record.

LD-2007 Grass Valley TL 01.rds



Ex A. 14 19



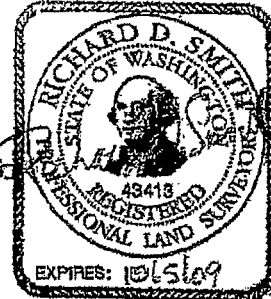
HAGEDORN, INC.

SURVEYORS AND ENGINEERS

1924 Broadway, Suite B • Vancouver, WA 98663 • (360) 696-4428 • (360) 696-4428 • Fax: (360) 694-8934 • www.hagedornse.com

December 3, 2007

LEGAL DESCRIPTION
FOR
GRASS VALLEY HOLDINGS, LLC



PARCEL NO 126253-000:

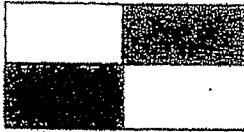
That portion of the West half of the Northeast quarter and the Northwest quarter of the Southeast quarter of Section 5, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at a brass cap at the Northeast corner of Section 5, as shown in Book 9 of Surveys, page 116, Clark County Auditor's Records; thence North 88° 42' 55" West, along the North line of the Northeast quarter of said Section 5, for a distance of 1815.00 feet to the Northwest corner of Parcel #6 of the "MacDonald tract", as described under Clark County Auditor's File No. 8803180033; thence South 0° 48' 05" West, along the West line of said "MacDonald tract", for a distance of 325.00 feet to the TRUE POINT OF BEGINNING of Parcel 2; thence South 63° 21' 30" West, 811.36 feet to the East line of the "Elford tract", as described under Clark County Auditor's File No. 3182988; thence South 0° 48' 05" West, along the East line of said "Elford tract", for a distance of 2390.01 feet to the North line of the Joel Knight DLC; thence South 88° 26' 19" East, along the North line of said Joel Knight DLC, for a distance of 326.70 feet to the West line of the "Grass Valley Holdings LLC tract", as described under Auditor's File No. 3812272; thence North 0° 48' 05" East, along said West line, for a distance of 1661.07 feet to the Northwest corner thereof; thence South 89° 26' 19" East, 393.36 feet to the Northeast corner thereof and the West line of said "MacDonald tract"; thence North 0° 48' 05" East, along said West line, for a distance of 1099.85 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO easements and restrictions of record.

LD-20071 Skola-Parcel 126253-000.rds
04-083-1

Ex. A. 15 of 19



HAGEDORN, INC.

SURVEYORS AND ENGINEERS

1824 Broadway, Suite B • Vancouver, WA 98663 • (360) 696-4428 • (866) 696-4428 • Fax: (360) 694-9884 • www.hagedornse.com

December 3, 2007

**LEGAL DESCRIPTION
FOR
SKOLA, LLC**



PARCEL NO. 126245-000:

That portion of the Northwest quarter of the Northeast quarter of Section 5, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at a brass cap at the Northeast corner of Section 5, as shown in Book 9 of Surveys, page 116, Clark County Auditor's Records; thence North 88° 42' 55" West, along the North line of the Northeast quarter of said Section 5, for a distance of 1815.00 feet to the Northwest corner of Parcel #6 of the "MacDonald tract", as described under Clark County Auditor's File No. 8803180033 and the TRUE POINT OF BEGINNING of Parcel 1; thence South 0° 48' 05" West, along the West line of said "MacDonald tract", for a distance of 325.00 feet; thence South 63° 21' 30" West, 811.36 feet to the East line of the "Elford tract", as described under Clark County Auditor's File No. 3182988; thence North 0° 48' 05" East, along the East line of said "Elford tract" and the East line of the "Doner and Scharpf tracts", as described under Clark County Auditor's File No. 9407220157 and No. 8903060159, for a distance of 705.00 feet to the North line of Section 5; thence South 88° 42' 55" East, along the North line of said Section 5, for a distance of 720.08 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO easements and restrictions of record.

SUBJECT TO County Road (S.E. 20th Street).

LD-2007\Skola-Parcel 1-Exh F.rds
04-088-1

Ex. A 16 & 19

177451-005

Lot 2 of SHORT PLAT No. 432, recorded in Book 1 of Short Plats, Page 432, lying within the Southwest quarter of Section 32, Township 2 North, Range 3 East of Willamette Meridian, recorded November 17, 1978, under Auditor's File No. 7811170176, Records of Clark County, Washington.

177451-000

Lot 1 of SHORT PLATS, as recorded in Book 1 of Short Plats, at page 432, as described under Auditor's File No. 7811170176 being a subdivision of a portion of Section 32, Township 2 North, Range 3 East of the Willamette Meridian, Clark County, Washington.

126248-000

THAT PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER AND THE EAST HALF OF THE NORTHWEST QUARTER OF THE GOVERNMENT LOTS 3 AND 6 OF SECTIN 5, TOWHSHIP 1 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTH LINE OF SAID SECTION, 43.588 CHAINS WEST OF THE NORTHEAST CORNER OF SAID SECTION 5; THENCE SOUTH 0°29' EAST 300 FEET; THENCE WEST 150 FEET ALONG A LINE PARALLEL TO SAID SECTIN LINE; THENCE NORTH 0°29' WEST 300 FEET TO THE POINT ON SAID SECTION LINE; THENCE EAST ALONG SAID SECTION LINE TO THE POINT OF BEGINNING, EXCEPT PUBLIC ROADS.

SITUATED IN THE COUNTY OF CLARK, STATE OF WASHINGTON.

177437-010

Lot 3 of SHORT PLAT NO. 182, in Book 2 of Short Plats, Page 182, in Section 32, Township 2 North, Range 3 East of the Willamette Meridian, recorded June 24, 1987, under Auditor's File No. 8706240162, Records of Clark County, Washington.

177437-015

LOT 4 OF SHORT PLATS, RECORDED IN BOOK "2" OF SHORT PLATS, PAGE 182, RECORDS OF CLARK COUNTY, WASHINGTON.

177439-000

A parcel of land in the Southwest quarter of Section 32, Township 2 North, Range 3 East of the Willamette Meridian, Clark County, Washington, described as follows:

Ex. A. 17 of 19

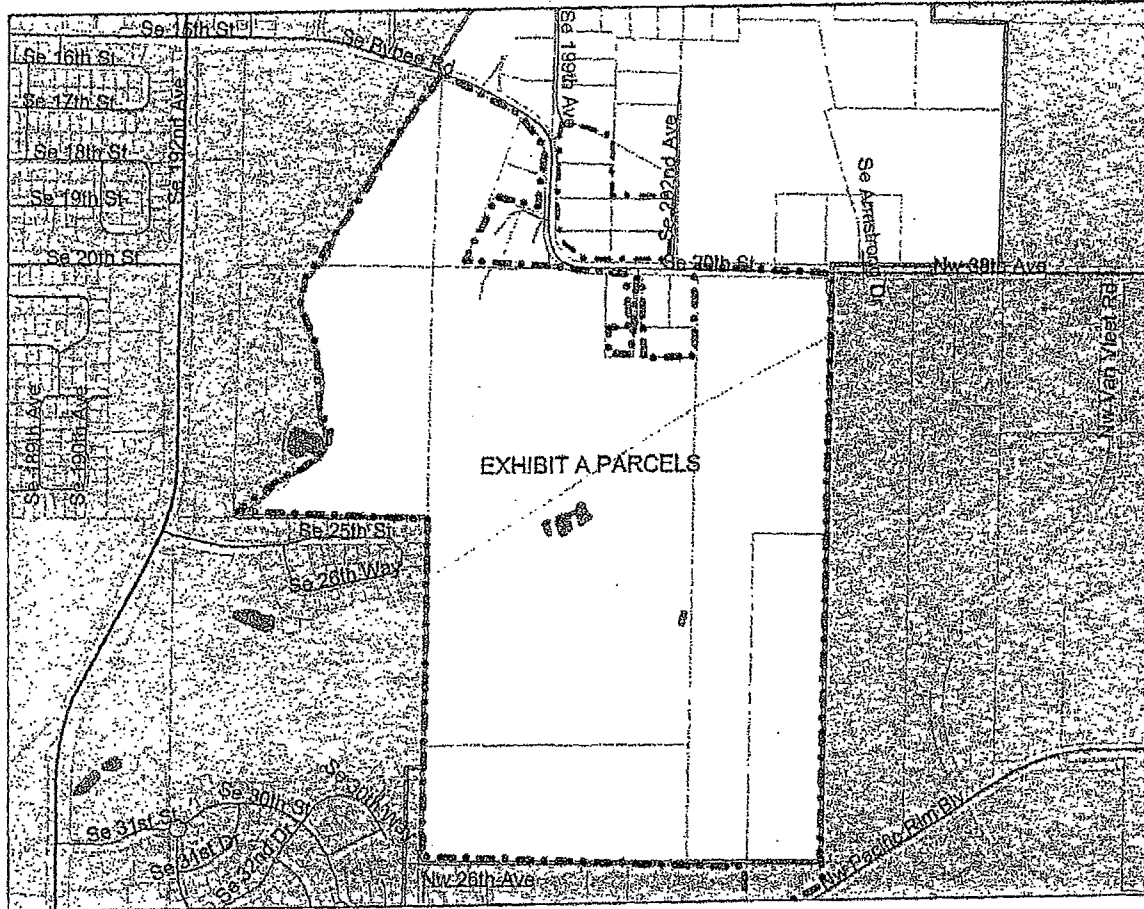
A portion of that certain tract of land described in the deed recorded under Auditor's File No. G 262307 on May 14, 1959, more particularly described below as follows:

BEGINNING at the Southwest corner of said G 262307, said point being the TRUE POINT OF BEGINNING; thence North $88^{\circ}55'44''$ East 163.08 feet along the South line of said G 262307; thence North $18^{\circ}55'36''$ East 865.24 feet, more or less, to the center line of the county road know as Bybee Road; thence Northwest along said center line to the West line of said G 262307; thence South $0^{\circ}15'07''$ West 1022.46 feet, more or less, along said West line TO THE POINT OF BEGINNING.

EXCEPT that portion lying within Bybee Road.

Ex. A 18 & 19

MAP TO EXHIBIT A



Legend

- Parcels
- Roads
- Alley
- Arterial
- DNR
- DNR (Private Land)
- Driveway
- Interstate
- Interstate Ramp
- Primary Arterial
- Private Roads
- Private Roads w/o Names
- Public Roads
- SR Ramp
- State Route
- Waterbodies
- City Boundaries
- Urban Growth Boundaries
- County Boundary
- County Boundary

Ex. A. 19419

0 1000 2000 3000 ft.

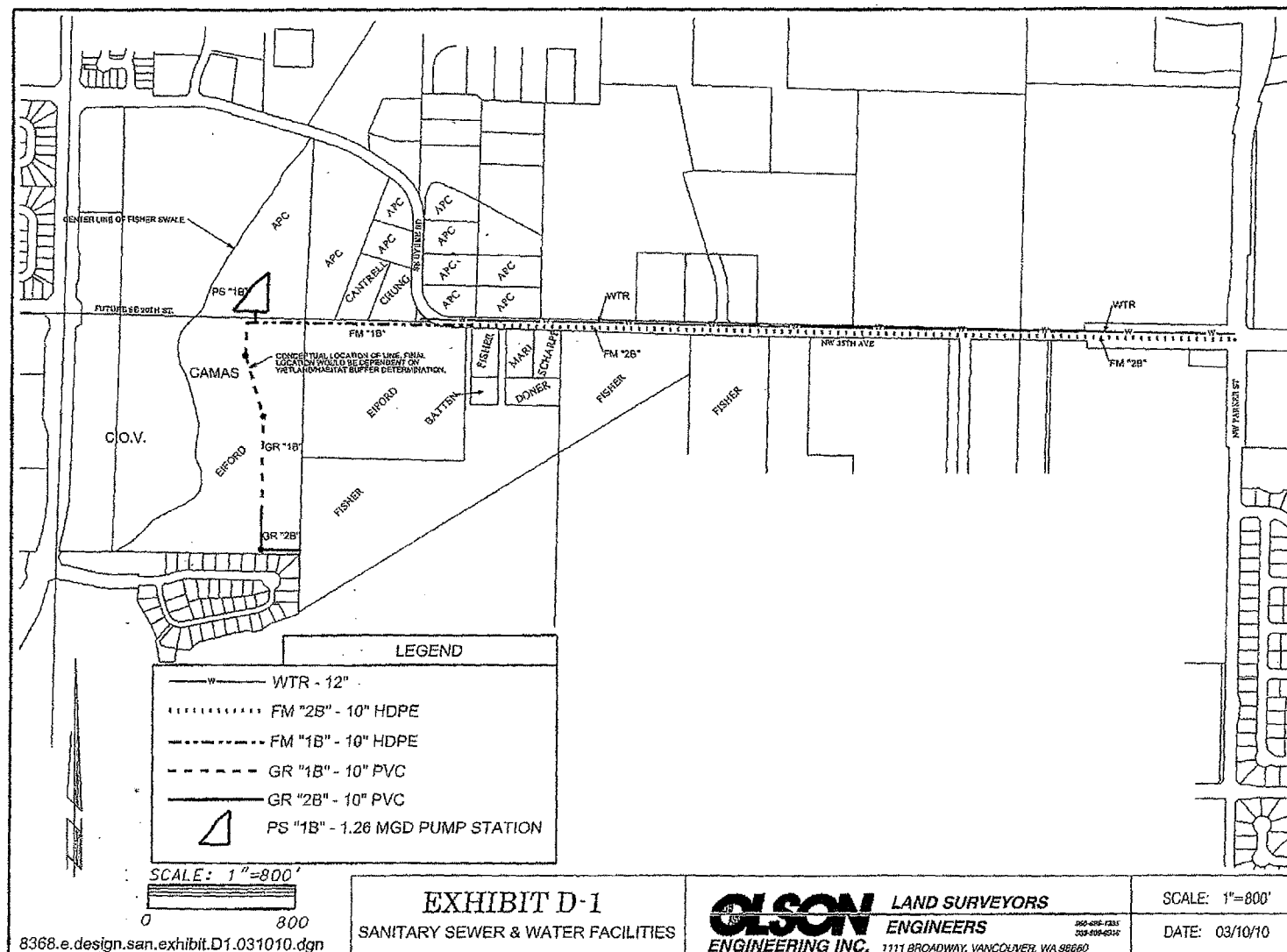
Map center: 45° 36' 15" N, 122° 28' 3" W



Scale: 1:10,000

Information shown on this map was collected from several sources. Neither Clark County, Washington, nor the producer of this document accept responsibility for any inaccuracies that may be present.

EXHIBIT D
ADDENDUM TO PRE-ANNEXATION DEVELOPMENT AGREEMENT



**ENGINEERING PLANNING
FORESTRY**

12011 NE 99th Street, Suite 1530
Vancouver, WA 98682
Phone: (360) 882-0419
Fax: (360) 882-0426



**LANDSCAPE ARCHITECTURE
SURVEYING**

AKS Group of Companies:
SHERWOOD, OREGON
REDMOND, OREGON
VANCOUVER, WASHINGTON
www.aks-eng.com

Sheet 1 of 2

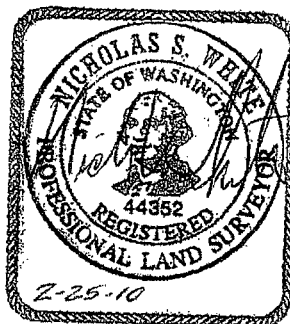
EXHIBIT D-2

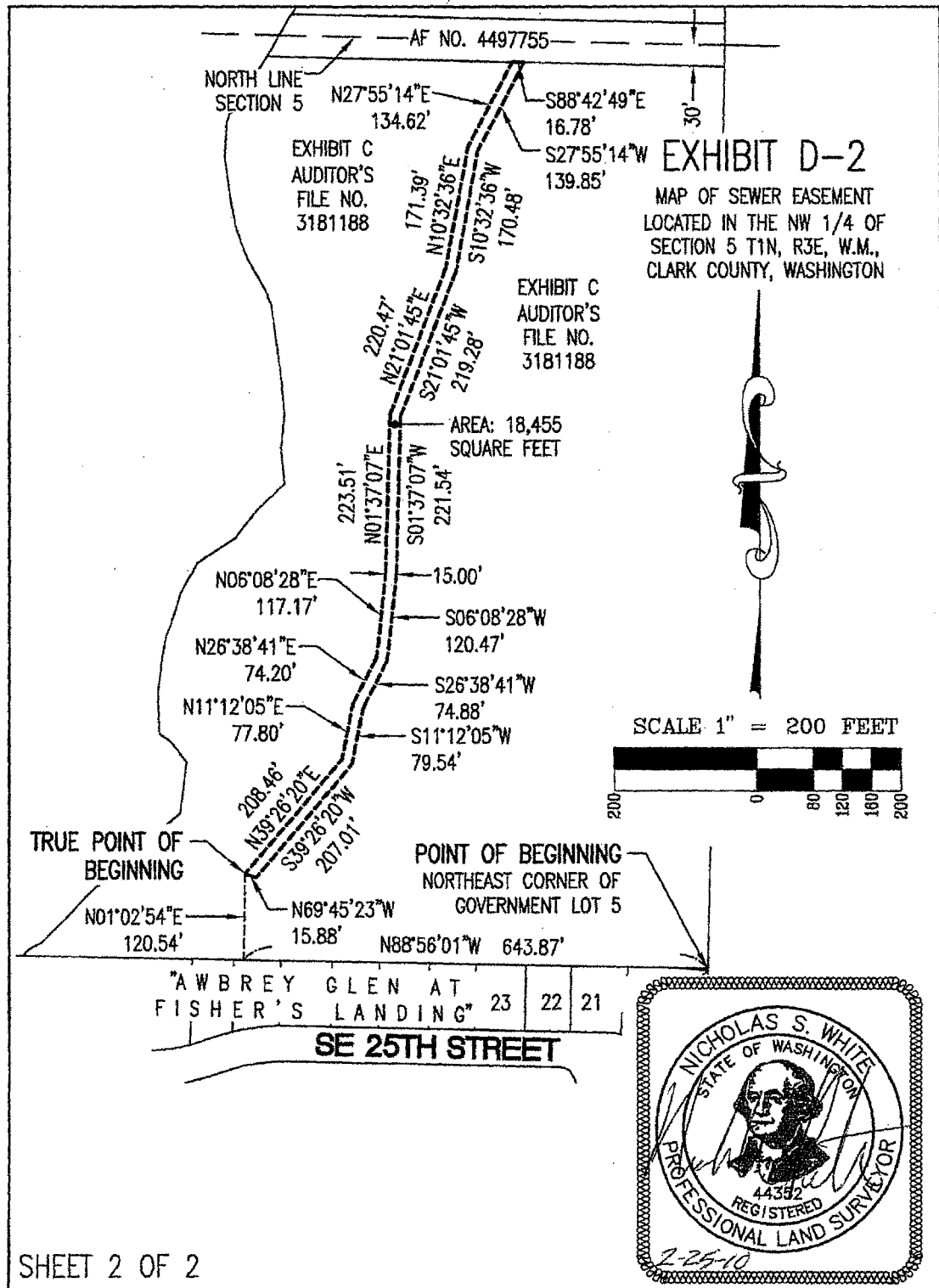
Legal Description of Sewer Easement

A portion of Exhibit C Auditor's File Number 3181188, being a tract of land located in the Northwest One-Quarter of Section 5, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington and being more particularly described as follows:

Beginning at the northeast corner of Government Lot 5, thence along the north line of "Awbrey Glen at Fisher's Landing" North 88°56'01" West 643.87 feet to a point; thence North 01°02'54" East 120.54 feet to the True Point of Beginning; thence North 39°26'20" East 208.46 feet to a point; thence North 11°12'05" East 77.80 feet to a point; thence North 26°38'41" East 74.20 feet to a point; thence North 06°08'28" East 117.17 feet to a point; thence North 01°37'07" East 223.51 feet to a point; thence North 21°01'45" East 220.47 feet to a point; thence North 10°32'36" East 171.39 feet to a point; thence North 27°55'14" East 134.62 feet to a point on the south line of Auditor's File Number 4497755; thence along said south line South 88°42'49" East 16.78 feet to a point; thence South 27°55'14" West 139.85 feet to a point; thence South 10°32'36" West 170.48 feet to a point; thence South 21°01'45" West 219.28 feet to a point; thence South 01°37'07" West 221.54 feet to a point; thence South 06°08'28" West 120.47 feet to a point; thence South 26°38'41" West 74.88 feet to a point; thence South 11°12'05" West 79.54 feet to a point; thence South 39°26'20" West 207.01 feet to a point; thence North 69°45'23" West 15.88 feet to the True Point of Beginning.

The above described tract of land contains 18,455 square feet, more or less.





**ENGINEERING PLANNING
FORESTRY**

12011 NE 99th Street, Suite 1530
Vancouver, WA 98682
Phone: (360) 882-0419
Fax: (360) 882-0426



**LANDSCAPE ARCHITECTURE
SURVEYING**

AKS Group of Companies:
SHERWOOD, OREGON
REDMOND, OREGON
VANCOUVER, WASHINGTON
www.aks-eng.com

Sheet 1 of 2

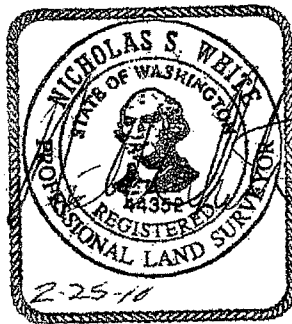
EXHIBIT D-3

Legal Description of Sewer Easement

A portion of Exhibit C Auditor's File Number 3181188, being a tract of land located in the Northwest One-Quarter of Section 5, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington and being more particularly described as follows:

Beginning at the northeast corner of Government Lot 5, thence along the north line of "Awbrey Glen at Fisher's Landing" North 88°56'01" West 643.87 feet to a point; thence North 01°02'54" East 120.54 feet to a point; thence South 69°45'23" East 15.88 feet to a point; thence South 01°02'54" West 100.32 feet to a point; thence South 88°56'01" East 628.92 feet to a point on the east line of Exhibit C Auditor's File Number 3181188; thence along said east line South 01°14'41" West 15.00 feet to the Point of Beginning.

The above described tract of land contains 11,202 square feet, more or less.



POINT OF BEGINNING
NORTHEAST CORNER OF
GOVERNMENT LOT 5

EXHIBIT D
AUDITOR'S FILE NO.
3181188

EXHIBIT D-3

MAP OF SEWER EASEMENT
LOCATED IN THE NW 1/4 OF
SECTION 5 T1N, R3E, W.M.,
CLARK COUNTY, WASHINGTON

EXHIBIT C
AUDITOR'S FILE NO.
3181188

AREA: 11,202
SQUARE FEET

S69°45'23"E
15.88'

100.32'
S01°02'54"W

N01°02'54"E
120.54'

S01°14'41"W
15.00'

S88°56'01"E 628.92'

N88°56'01"W 643.87'

LOT 19

LOT 20

LOT 21

LOT 22

LOT 23

LOT 24

LOT 25

LOT 26

LOT 27

LOT 28

LOT 29

SE 25TH STREET

"AWBREY GLEN AT FISHER'S LANDING"



SCALE 1" = 100 FEET

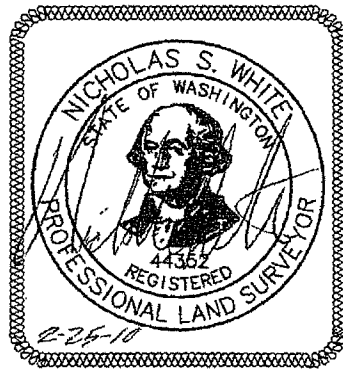
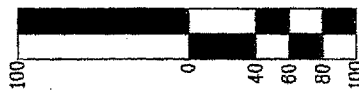


EXHIBIT "F"

LEGAL DESCRIPTION FOR PUMP STATION SITE

March 10, 2010

A parcel of property in the Southwest quarter of Section 32, Township 2 North, Range 3 East of the Willamette Meridian in the City of Vancouver, Clark County, Washington, being more particularly described as follows:

COMMENCING at the Southwest corner of the Southwest quarter of said Section 32;

THENCE South $88^{\circ} 42' 51''$ East along the South line of said Section 32 a distance of 895.89 feet to the TRUE POINT OF BEGINNING;

THENCE continuing South $88^{\circ} 42' 51''$ East along said South line a distance of 219.28 feet;

THENCE North $01^{\circ} 17' 09''$ East a distance of 242.63 feet;

THENCE South $60^{\circ} 50' 00''$ West a distance of 32.91 feet;

THENCE South $49^{\circ} 32' 54''$ West a distance of 83.36 feet;

THENCE South $32^{\circ} 34' 42''$ West a distance of 73.04 feet;

THENCE South $41^{\circ} 19' 16''$ West a distance of 141.10 feet to the TRUE POINT OF BEGINNING.

EXCEPT the South 30.00 feet thereof.

Containing approximately 22,961 square feet.

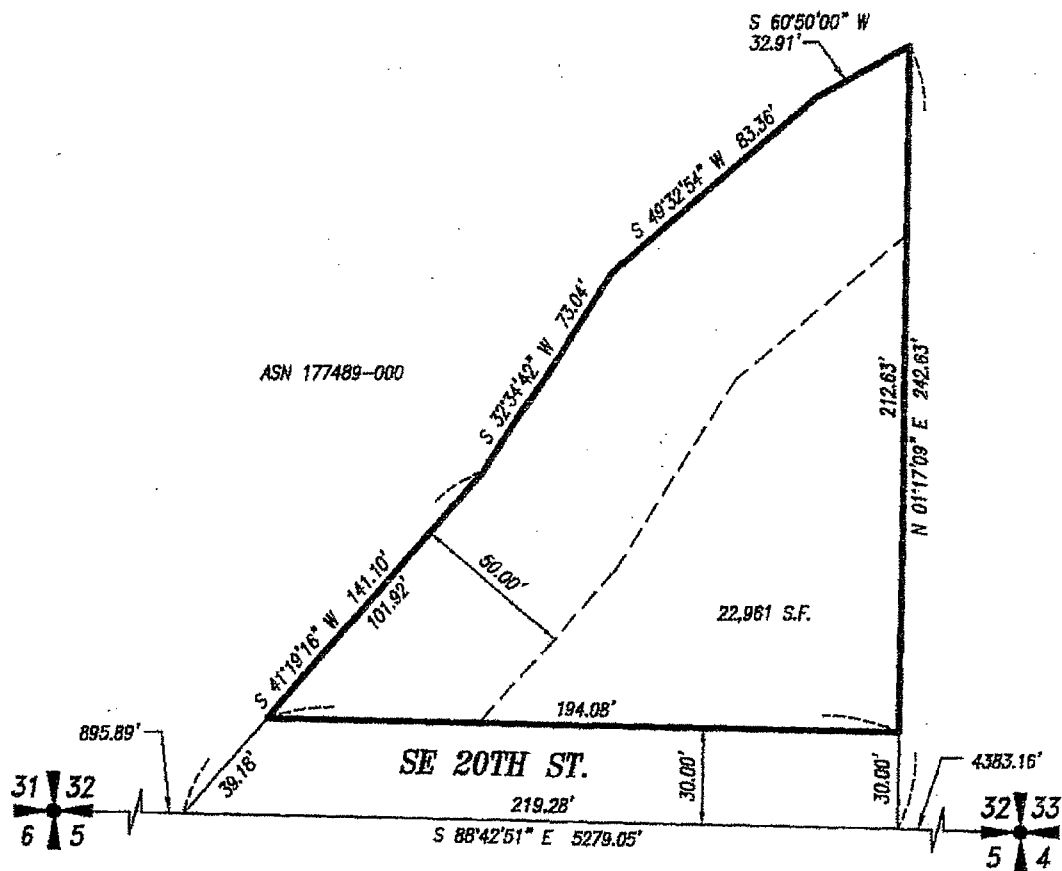


EXHIBIT "F"
PUMP STATION SITE

A PORTION OF THE SW 1/4 OF SECTION 32,
T. 2 N., R. 3 E., OF THE W.M.,
CITY OF CAMAS, CLARK COUNTY, WASHINGTON



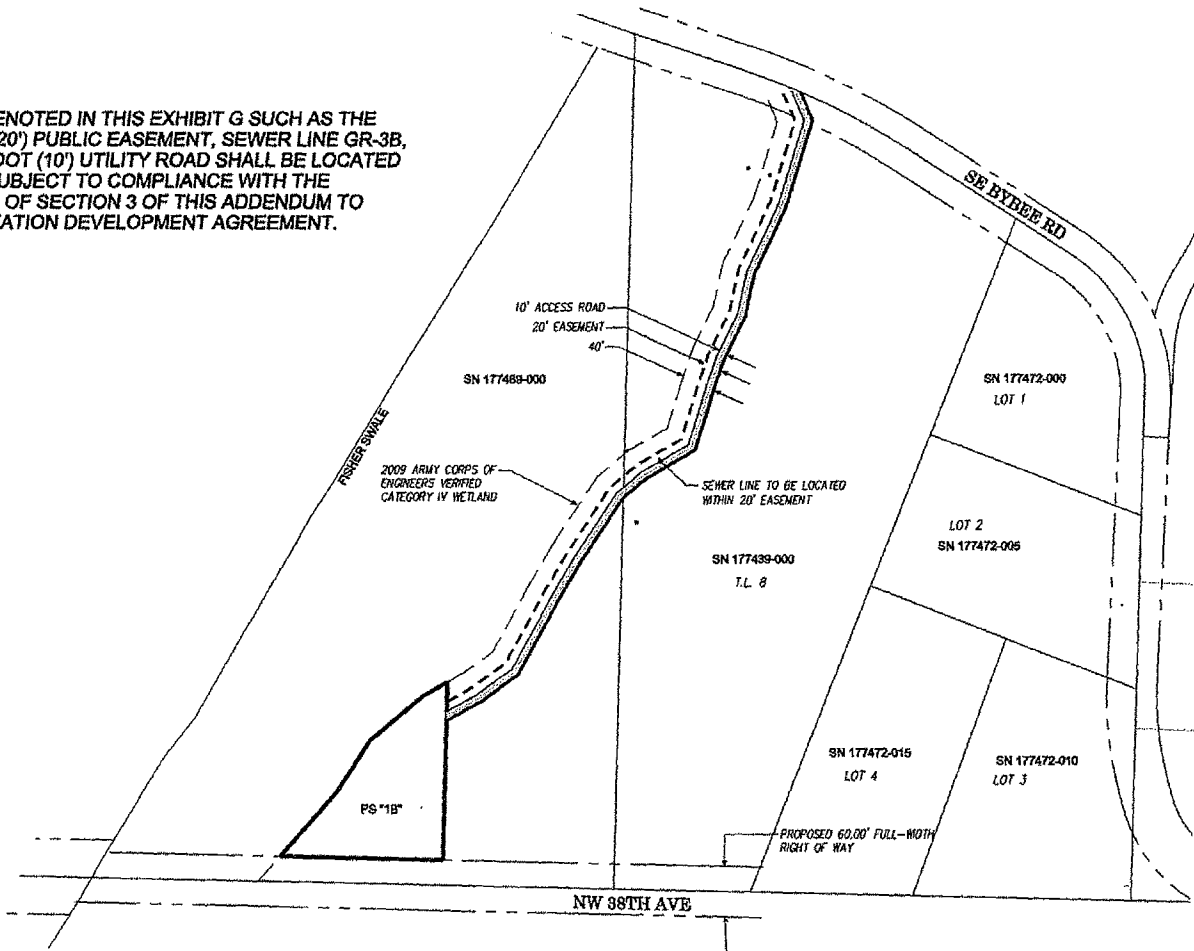
NOT TO SCALE



OLSON LAND SURVEYORS
ENGINEERS
ENGINEERING INC. 1111 BROADWAY, VANCOUVER, WA 98660
1-800-885-1885
1-203-299-8836

FILE: J:\DATA\8000\8300\8360\8360\SURVEY\8360.SLS11.DWG

NOTE: ITEMS DENOTED IN THIS EXHIBIT G SUCH AS THE TWENTY FOOT (20') PUBLIC EASEMENT, SEWER LINE GR-3B, AND THE TEN FOOT (10') UTILITY ROAD SHALL BE LOCATED AS DEPICTED, SUBJECT TO COMPLIANCE WITH THE REQUIREMENTS OF SECTION 3 OF THIS ADDENDUM TO THE PRE-ANNEXATION DEVELOPMENT AGREEMENT.



8368.e.design.san.exhibit.G.031510.dgn

SCALE: 1"=200'

EXHIBIT G
SANITARY SEWER FACILITIES

OLSON LAND SURVEYORS
ENGINEERS
ENGINEERING INC. 1111 BROADWAY, VANCOUVER, WA 98660

SCALE: 1"=200'

DATE: 03/15/10

SECOND ADDENDUM TO PRE-ANNEXATION DEVELOPMENT AGREEMENT

This Second Addendum to The Pre-Annexation Development Agreement (“Addendum”) is entered into between the following Parties: City of Camas, a Washington Municipal Corporation, hereinafter the “City,” and Grass Valley Holdings, LLC, a Nevada Limited Liability Company, APC Sunrise Summit LLC, a Washington Limited Liability Company, Skola, LLC, a Washington Limited Liability Company, and Matthew Robert Lugliani and David Robert Lugliani, as Trustees of the Lugliani Life Insurance Trust dated January 30, 1997 (“Lugliani Trust”), collectively GRASS VALLEY AFFILIATED ENTITIES and Lugliani Trust (“Grass Valley”), and Fisher Creek West LLC, successor in interest to property subject to the Agreement and previously owned by Eiford Properties, LLC, a Washington Limited Liability Company (“Fisher West”), and Fisher Creek Campus, LLC, a Washington Limited Liability Company (“Fisher”).

RECITALS

- A.** The Parties other than Fisher, Fisher West and the Lugliani Trust entered into a Pre-Annexation Development Agreement dated effective January 8, 2008 and recorded under Clark County Auditor’s File No. 4411832 (the “Agreement”). Fisher and the Lugliani Trust, as well as the parties to the Agreement entered into an Addendum to Pre Annexation Agreement (the Addendum) dated March of 2010 and recorded under Clark County Auditors file No. 4663471. Fisher West is a successor in interest to the property subject to the Agreement previously owned by Eiford Properties LLC. The Agreement provided for, among other things, the City to construct certain sanitary sewer improvements, including a pump station and conveyance lines and vesting of certain development regulations.
- B.** The Parties have determined that they wish to extend the duration of the Agreement by sixty days in order to fully achieve some of the purposes for which the Agreement was entered into; namely the orderly development of the area subject to the Agreement and the creation of jobs and other public amenities.

NOW THEREFORE, the Parties desire to enter into this Second Addendum to the Agreement under the following terms:

AGREEMENT

SECTION 1 EXTENSION OF DURATION OF AGREEMENT.

The Agreement by its terms will expire on January 7, 2018. In seeking to further the purposes for which the Parties entered into the Agreement the Parties agree to extend the duration of the Agreement such that the Agreement will now expire on March 9, 2018.

SECTION 2 PAYMENT OF SDC CHARGES.

Nothing herein is intended to alter the obligation of the property owners or future developers of the Property from paying the then applicable SDC charges for sewer and/or water.

SECTION 3 OTHER PROVISIONS

The provisions of the Agreement that are not modified by this Second Addendum remain unchanged and in full force and effect.

SECTION 3 SIGNATURES.

This Addendum may be signed in counterparts. A fax transmission of a signature page will be considered an original signature page. At the request of a party, the other party will confirm a fax-transmitted signature page by delivering an original signature page to the requesting party.

Dated: _____, 2018

CITY OF CAMAS, WASHINGTON

By (person signing) _____
Title _____

GRASS VALLEY HOLDINGS, LLC

By (person signing) _____
Title_____

APC SUNRISE SUMMIT, LLC

By (person signing) _____
Title_____

SKOLA, LLC

By (person signing) _____
Title_____

LUGLIANI TRUST

Matthew Robert Lugliani, as Trustee of the
Lugliani Life Insurance Trust dated January 30, 1997

David Robert Lugliani, as Trustee of the
Lugliani Life Insurance Trust dated January 30, 1997

FISHER CREEK WEST LLC

Title President

FISHER CREEK CAMPUS, LLC

By (person signing) _____
Title_____

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 signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of the **City of CAMAS, Washington**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed the _____ day of _____, 201__.

NOTARY PUBLIC and for the State of
Washington, residing at _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this day personally appeared before me _____, to me known as the _____ of **GRASS VALLEY HOLDINGS, LLC** and acknowledged that he signed this document as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the _____ day of _____, 201__.

NOTARY PUBLIC and for the State of
Washington, residing at _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this day personally appeared before me _____, to me known as the _____ of **APC SUNRISE SUMMIT, LLC** and acknowledged that he signed this document as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the _____ day of _____, 201__.

NOTARY PUBLIC and for the State of:
residing at _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this day personally appeared before me _____, to me known as the _____ of **SKOLA, LLC** and acknowledged that he signed this document as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the _____ day of _____, 201__.

NOTARY PUBLIC and for the State of
Washington, residing at _____
My appointment expires: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this day personally appeared before me Matthew Robert Lugliani, to me known as a Trustee of the Lugliani Life Insurance Trust dated January 30, 1997, and acknowledged that he signed this document as his free and voluntary act and deed as Trustee for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the _____ day of _____, 201__.

NOTARY PUBLIC and for the State of
_____, residing at _____
My appointment expires: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this day personally appeared before me David Robert Lugliani, to me known as a Trustee of the Lugliani Life Insurance Trust dated January 30, 1997, and acknowledged that he signed this document as his free and voluntary act and deed as Trustee for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the _____ day of _____, 201__.

NOTARY PUBLIC and for the State of
_____, residing at _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me _____ to me known as the President of Fisher Creek West LLC and acknowledged that he signed this document as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the _____ day of _____, 201__.

NOTARY PUBLIC and for the State of
Washington, residing at _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this day personally appeared before me _____, to me known as the _____ of **FISHER CREEK CAMPUS, LLC** and acknowledged that he signed this document as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the _____ day of _____, 201__.

NOTARY PUBLIC and for the State of
Washington, residing at _____
My appointment expires: _____



N O T I C E O F P U B L I C H E A R I N G
D e v e l o p m e n t A g r e e m e n t E x t e n s i o n

NOTICE IS HEREBY GIVEN that a public hearing will be held on Tuesday, January 2nd, at 7:00 p.m., or soon thereafter in Council Chambers of City Hall, located at 616 NE Fourth Avenue, Camas, Washington, before the City Council.

The City Council shall hold a public hearing to extend by sixty days, the duration of that Pre-Annexation Development Agreement dated January 8, 2008 and recorded under Clark County auditors number 441832 and amended by that Addendum to Pre-Annexation Development Agreement dated March 16th, 2010 recorded under Clark County auditors number 4663471, regarding the timing and construction of certain sewer and water improvements, and other development issues. Said agreements are authorized under RCW 36.70B 170-200 and CMC 18.55.340.

Location: The subject property is generally located West of Fisher Creek Drive, and South of NW 38th Ave.

City Council will accept public comment in accordance with RCW 36.70B.200 and Camas Municipal Code (CMC) § 18.55.340.

Public Comment: Any interested party may review the proposed agreement, provide written testimony prior to the close of the hearing or present oral testimony at the hearing and may request information on appeal rights. The Development Agreement being considered will be available for review on the City of Camas website generally three days prior to the meeting at <http://www.cityofcamas.us/index.php/yourgovernment/minuteagendavideo>

The provisions of Chapter 36.70C RCW shall apply to the appeal of a decision on the development agreement.

Further application information may be obtained at City Hall, 616 Northeast Fourth Avenue. Questions related to this proposal may be directed to Phil Bourquin, Community Development Director at (360) 817-1568 or email to: communitydevelopment@cityofcamas.us.

All citizens are entitled to have equal access to the services, benefits and programs of the City of Camas. Please contact the City Clerk at (360) 834-6864 for special accommodations if needed. The City will provide translators for non-English speaking persons who request assistance at least three working days prior to a public meeting or hearing.

RESOLUTION NO. 18-001

A RESOLUTION approving the Second Addendum to Pre-Annexation Development Agreement between the City of Camas and Grass Valley Holdings LLC, APC Sunrise Summit LLC, Skola, LLC, Matthew Robert Lugliani and David Robert Lugliani, Trustees of the Lugliani Life Insurance Trust, and Fisher Creek West LLC, amending the Pre-Annexation Development Agreement dated effective January 8, 2008, and Addendum to Pre-Annexation Development Agreement dated March 16, 2010.

WHEREAS, Grass Valley Holdings LLC, APC Sunrise Summit LLC, Skola, LLC, Matthew Robert Lugliani and David Robert Lugliani, as Trustees of the Lugliani Life Insurance Trust, and Fisher Creek West LLC (hereinafter collectively referred to as "Developer") are the owners of, or control certain real property, subject to that certain Pre-Annexation Development Agreement dated effective January 8, 2008, as amended by Addendum to Pre-Annexation Development Agreement dated March 16, 2010; and

WHEREAS, City and Developer have negotiated an Second Addendum to Pre-Annexation Development Agreement that extends the duration of the Pre-Annexation Development Agreement for a period of sixty (60) days; and

WHEREAS, the City Council has conducted a public hearing on the proposed Second Addendum to Pre-Annexation Development Agreement, at which time it considered testimony from all interested parties; and

WHEREAS, the City Council desires to approve the Second Addendum to Pre-Annexation Development Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CAMAS AS FOLLOWS:

I

That certain Second Addendum to Pre-Annexation Development Agreement between the City of Camas and Grass Valley Holdings LLC, APC Sunrise Summit LLC, Skola, LLC, Matthew Robert Lugliani and David Robert Lugliani, as Trustees of the Lugliani Life Insurance Trust, and Fisher Creek West LLC is hereby approved, and the Mayor is authorized and instructed to sign the Second Addendum on behalf of the City.

RESOLUTION NO. 18-001

II

The Second Addendum to Pre-Annexation Development Agreement shall be recorded with the Clark County Auditor, pursuant to the requirements of RCW 36.70B.

ADOPTED BY THE COUNCIL OF THE CITY OF CAMAS AND APPROVED BY THE
MAYOR this 2nd day of January, 2018.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney

ORDINANCE NO. 18-001

AN ORDINANCE amending Chapter 6.08.140 of the Camas Municipal Code relating to animal noise.

THE COUNCIL OF THE CITY OF CAMAS DO ORDAIN AS FOLLOWS:

Section I

Section 6.08.140(C) of the Camas Municipal Code is hereby amended to provide as follows:

1. Permit any dog to damage public property or private property, or
2. For any person, firm or corporation being the owner or custodian of any dog, to permit such dog to bark, bay, cry, howl or make any other noise continuously for a period of ten (10) minutes or more, or bark intermittently for one-half hour (30 minutes) or more to the reasonable disturbance of any person at any time of the day or night regardless of whether the dog is physically situated on property under the control of the owner or custodian of the dog; provided, however, that it is an affirmative defense under this subsection that the dog was intentionally provoked to bark or make any other noise by the injured person or any other person; provided, that enactment of this provision shall in no way abrogate any other provision of this code concerning animal noise.

Section II

Section 6.08.140(H) is hereby added to provide as follows:

To cause, or for any person in possession of real or personal property to allow to originate from the property frequent, repetitive, or continuous howling, barking, squawking or other noises made by any animal which unreasonably disturb or interfere with the peace, comfort and repose of any property owner or possessor; except such sounds made by livestock, other than potbellied pigs, whether from commercial or noncommercial activities on land which is properly zoned to keeping of livestock, and such sounds made in pet shops, grooming parlors, animal shelters, kennels, and dog day care.

ORDINANCE NO. 18-001

Section III

This ordinance shall take force and be in effect five (5) days from and after its publication according to law.

PASSED by the Council and APPROVED by the Mayor this 2nd day of January, 2018.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney