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7 **PRE-ANNEXATION DEVELOPMENT AGREEMENT**
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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,

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

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

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

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

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

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

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

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

Section 6. Sewer and Water

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

Section 6.1 Sewer and water Construction

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

45 Title MAYOR
46

GRASS VALLEY HOLDINGS, LLC

David Lugliani
By (person signing) David Lugliani
Title pres. APC Inc. mgr.

APC SUNRISE SUMMIT, LLC

David Lugliani pres.
By (person signing) David Lugliani
Title APC INC. mgr.

SKOLA, LLC

David Lugliani pres.
By (person signing) David Lugliani
Title APC INC. mgr.

EIFORD PROPERTIES, LLC

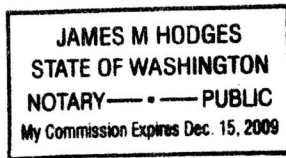
Dwayne Z. Eiford
By (person signing) Dwayne Z. Eiford
Title President

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: 1/8/08

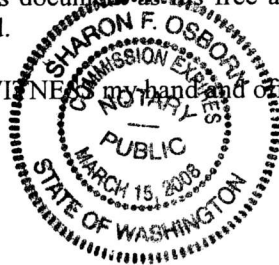


James M. Hodges
Notary Public in and for the State of
Washington, residing at Vancouver.
My appointment expires: 12/15/09

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.

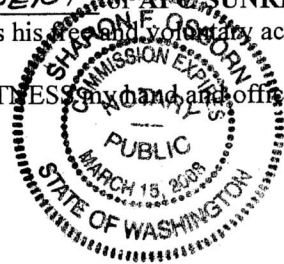


Sharon F. Osborn
NOTARY PUBLIC and for the State of:
residing at Vancouver
My appointment expires: 3/15/2008

STATE OF WASHINGTON)
) :ss
COUNTY OF CLARK)

On this day personally appeared before me DAVID
LUGLIANI, to me known as the
PRESIDENT of SKOLA 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 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 and year first above written.



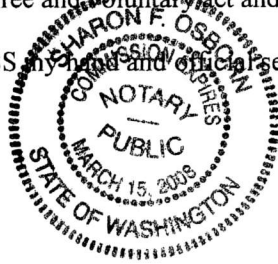
Sharon F. Osborn
NOTARY PUBLIC and for the State of:
residing at Vancouver

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° 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° 05' West, for a distance of 2.86 chains; thence continuing along said North line, North 89° 08' West, for a distance of 5.19 chains to the POINT OF BEGINNING.

EXCEPT County Roads.

LD-2008\Eiford-Parcel I.rds
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:

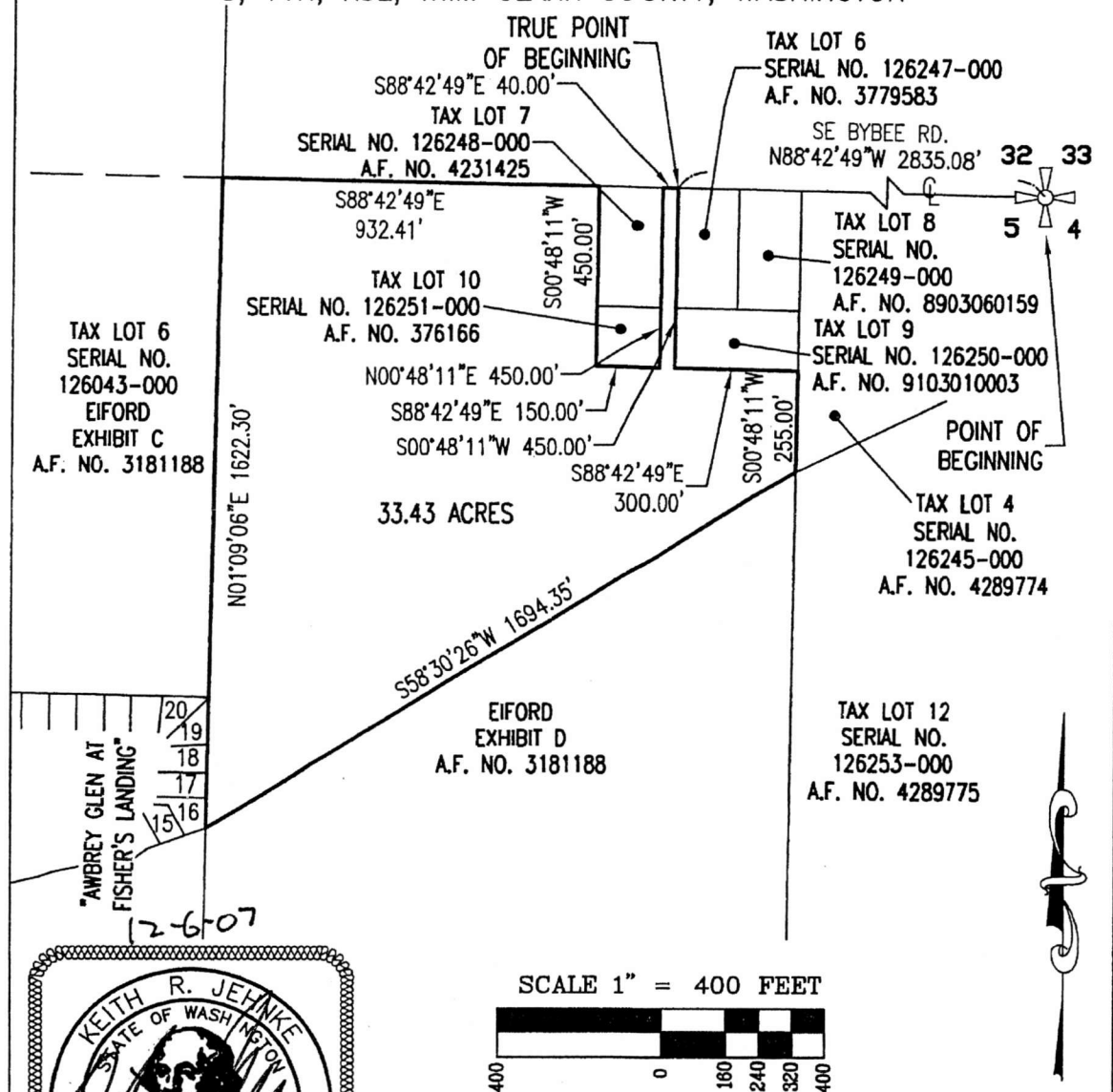
Beginning at the Northeast Section corner of Section 5, thence along the north line of said Section 5 North 88°42'49" West 2835.08 feet to the True Point of Beginning; thence along the west line of Auditor's File No. 3779583 and 9103010003 South 00°48'11" West 450.00 feet to the southwest corner of Auditor's 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



JOB NAME:	EIFORD SEG.
JOB #:	1958
DRW BY:	MSK
CKD BY:	NSW
DWG #:	1958BLA-1

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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 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

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:

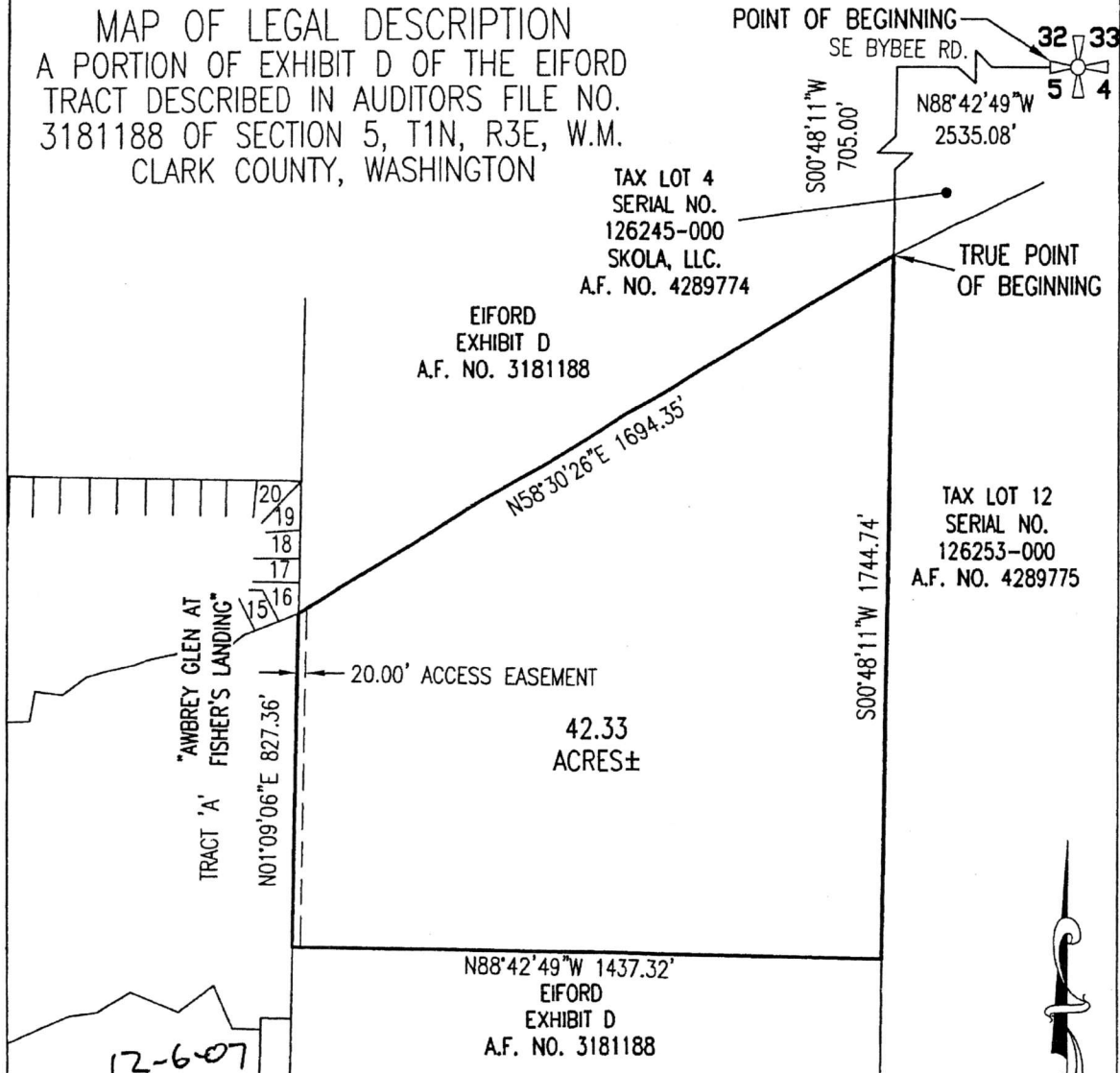
Beginning at the Northeast Section corner of Section 5, thence along the north line of said Section 5 North 88°42'49" West 2535.08 feet to a point; thence along the west line of Auditor's File No. 4289774 South 00°48'11" West 705.00 feet to the True Point of Beginning; thence along the west line of Auditor's 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.

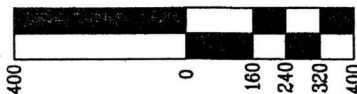


Ex A 4119

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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LICENSED IN OR & WA

AKS
ENGINEERING & FORESTRY

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

EKA 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:

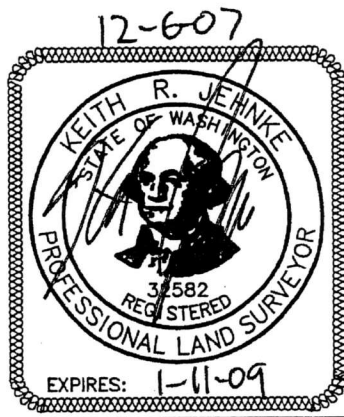
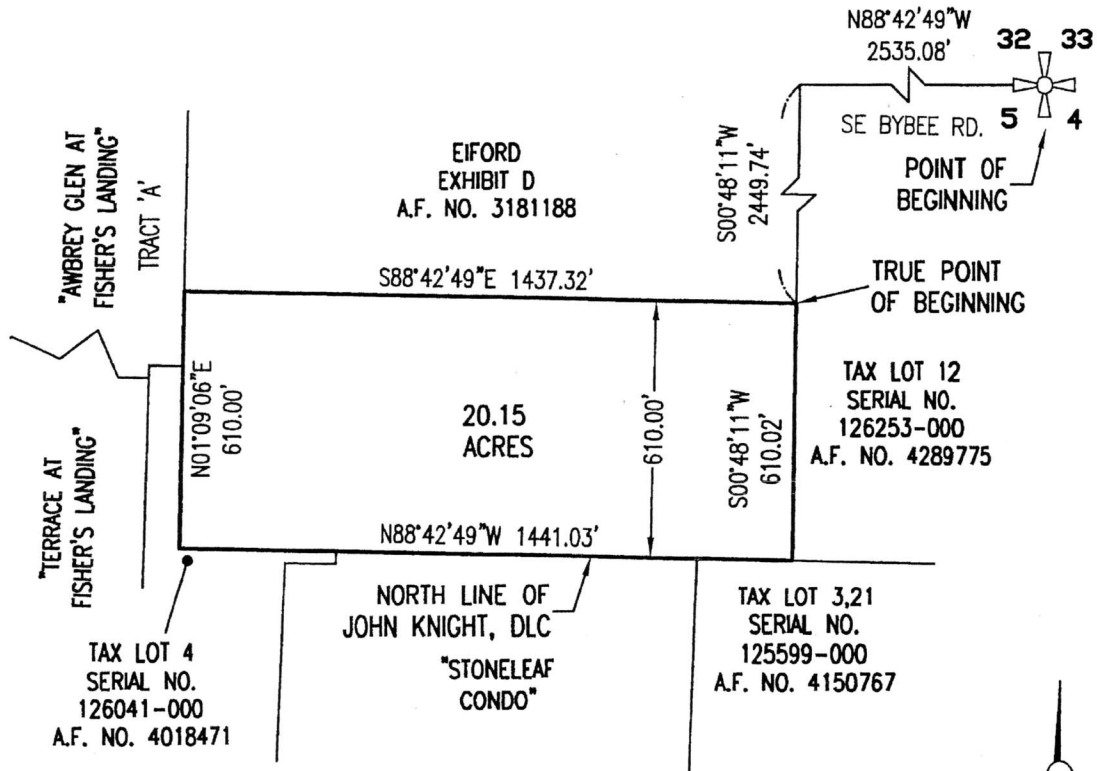
Beginning at the Northeast Section corner of Section 5, thence along the north line of said Section 5 North 88°42'49" West 2535.08 feet to a point; thence along the west line of Auditor's File No. 4289775 and the northerly projection thereof South 00°48'11" West 2449.74 feet to the True Point of Beginning; 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.

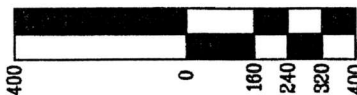


Ex A. 6-119

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



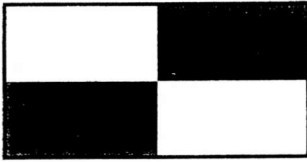
JOB NAME:	EIFORD SEG.
JOB #:	1958
DRW BY:	MSK
CKD BY:	NSW
DWG #:	1958BLA-2

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

Ex. A 3 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:

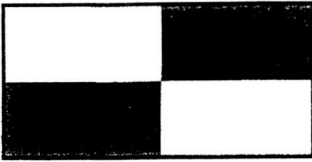
That portion of Government Lot 3, lying in the Southeast quarter of the Southwest quarter of Section 32, Township 2 North, Range 3 East, Willamette Meridian, Clark County, Washington, described as follows:

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

Ex A. 8419



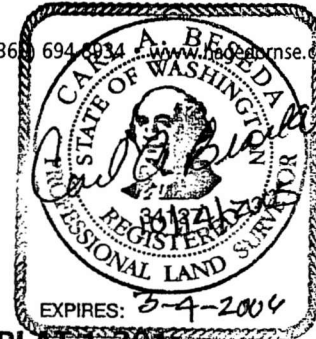
HAGEDORN, INC.

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 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

Now Available Online Tax
Ch. 11 Rev. Laws 1951
\$10,680.00 has been paid
Recp. #60234 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 Recordors 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

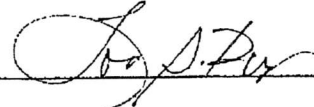
Statutory Warranty Deed
- continued

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

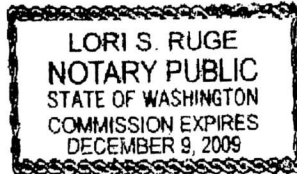
STATE OF Washington)
COUNTY OF Clark)-ss

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.

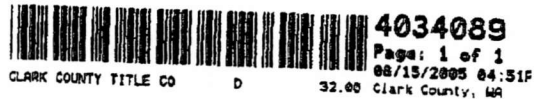
Dated: 12/1/06



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



Ex. A 11 of 19



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

\$ 1083.00 has been paid

Recp.# 573310 Date 8/15/05

Sec. 61, see Affd. No.

Doug Lasher

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

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

Jerome T. Jarrett

Stephanie M. Jarrett

STATE OF WASHINGTON
COUNTY OF clark

} ss

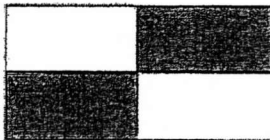
I certify that I know or have satisfactory evidence that Jerome T. Jarrett and Stephanie M. Jarrett are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this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

Dated: 8-15-05



Notary Public in and for the State of Washington
Residing at Vancouver
My appointment expires: 12/31/07

Ex. A 12 of 19



HAGEDORN, INC.

SURVEYORS AND ENGINEERS

1624 Broadway, Suite 6 • Vancouver, WA 98663 • (360) 694-4428 • (888) 694-4428 • Fax: (360) 694-8934 • www.hagedornse.com

November 30, 2006

**LEGAL DESCRIPTION
FOR
GRASS VALLEY HOLDINGS LLC**

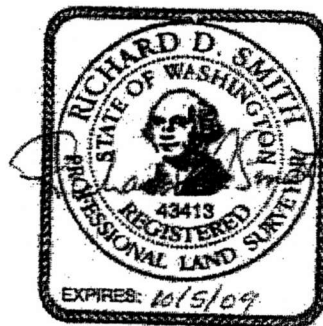
TAX LOT #13, SERIAL NO. 126254-000:

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.

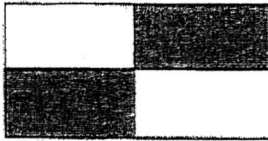
SUBJECT TO easements and restrictions of record.

LD-20071 Grass Valley TL 13.rds
04-083-1



11/30/07

Ex A 13 & 19



HAGEDORN, INC.

SURVEYORS AND ENGINEERS

1924 Broadway, Suite B • Vancouver, WA 98603 • (360) 696-4428 • (866) 696-4428 • Fax: (360) 694-8934 • 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:

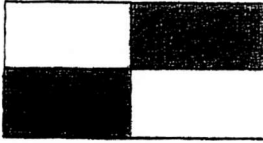
BEGINNING at the Northeast corner of that tract conveyed to Fred Watson, described in Deed Book 296, page 123 records of the Clark County Auditor, said point being 1815.00 feet West of the Northeast corner of said Section 5; thence South $0^{\circ} 48' 05''$ West, along the East line of said "Watson 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-2007 Grass Valley TL 81.rds



Ex A. 14 of 19



HAGEDORN, INC.

SURVEYORS AND ENGINEERS

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December 3, 2007

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



PARCEL NO 126253-000:

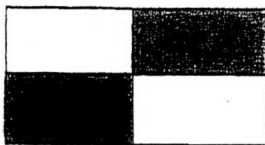
That portion of the West half of the Northeast quarter and the Northwest quarter of the Southeast quarter of Section 5, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington, described as follows:

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 $88^{\circ} 42' 55''$ 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; thence South $0^{\circ} 48' 05''$ 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 $63^{\circ} 21' 30''$ West, 811.36 feet to the East line of the "Elford tract", as described under Clark County Auditor's File No. 3182988; thence South $0^{\circ} 48' 05''$ 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 $88^{\circ} 26' 19''$ 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 $0^{\circ} 48' 05''$ East, along said West line, for a distance of 1661.07 feet to the Northwest corner thereof; thence South $89^{\circ} 26' 19''$ East, 393.36 feet to the Northeast corner thereof and the West line of said "MacDonald tract"; thence North $0^{\circ} 48' 05''$ 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. A. 15 d 19



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

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 of 19

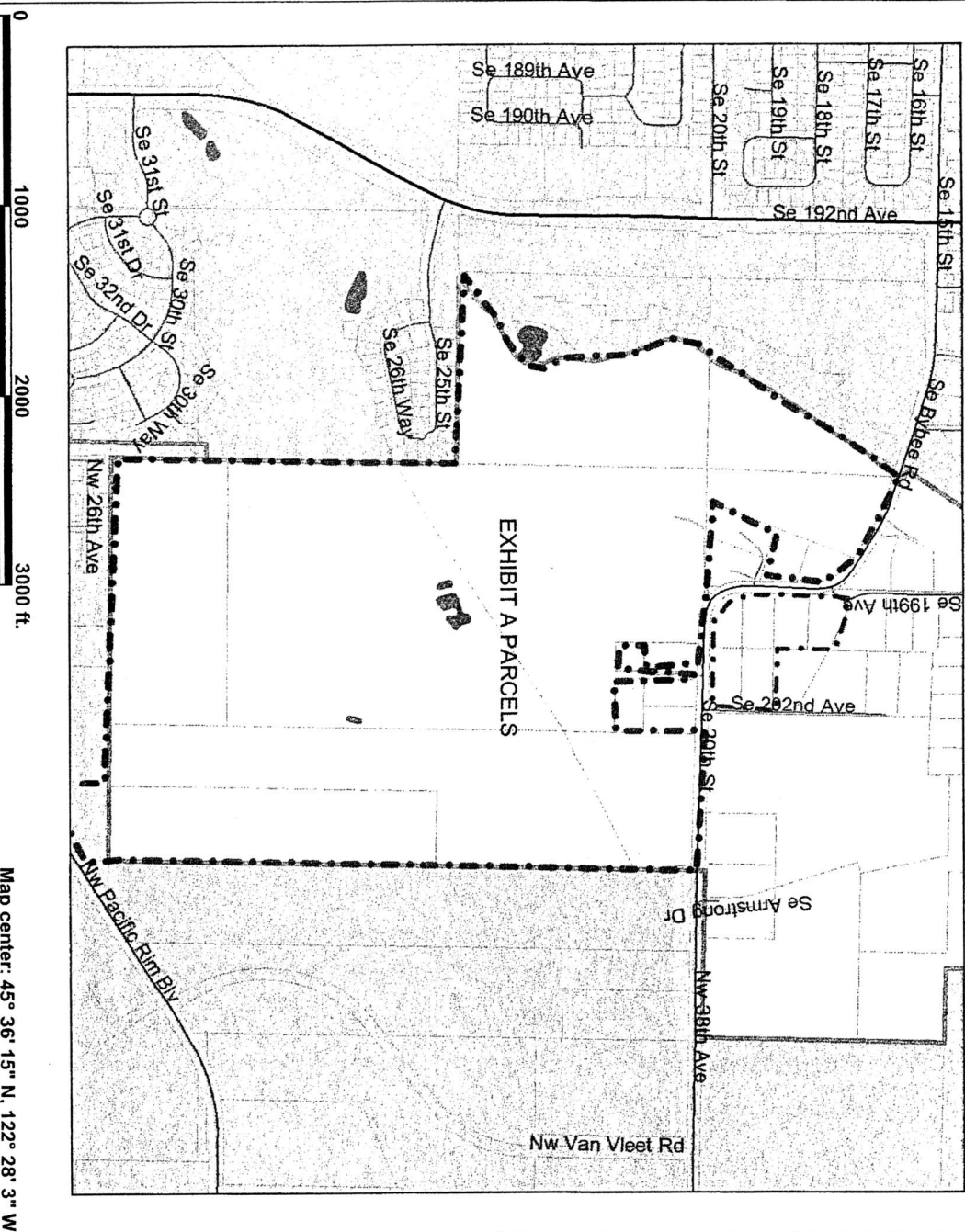
A portion of that certain tract of land described in the deed recorded under Auditor's File No. G 262307 on May 14, 1959, more particularly described below as follows:

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



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.

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



- ## 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. $\underline{19} \div \underline{19}$



Scale: 1:10,000

EXHIBIT B TO PRE-ANNEXATION DEVELOPMENT AGREEMENT



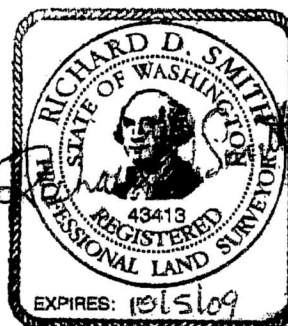
HAGEDORN, INC.

SURVEYORS AND ENGINEERS

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

December 3, 2007

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



PARCEL NO 126253-000:

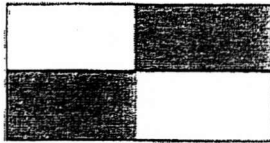
That portion of the West half of the Northeast quarter and the Northwest quarter of the Southeast quarter of Section 5, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington, described as follows:

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 $88^{\circ} 42' 55''$ 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; thence South $0^{\circ} 48' 05''$ 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 $63^{\circ} 21' 30''$ West, 811.36 feet to the East line of the "Elford tract", as described under Clark County Auditor's File No. 3182988; thence South $0^{\circ} 48' 05''$ 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 $88^{\circ} 26' 19''$ 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 $0^{\circ} 48' 05''$ East, along said West line, for a distance of 1661.07 feet to the Northwest corner thereof; thence South $89^{\circ} 26' 19''$ East, 393.36 feet to the Northeast corner thereof and the West line of said "MacDonald tract"; thence North $0^{\circ} 48' 05''$ 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 1 of 6



HAGEDORN, INC.

SURVEYORS AND ENGINEERS

1924 Broadway, Suite B • Vancouver, WA 98663 • (360) 696-4428 • (800) 696-4428 • Fax: (360) 694-8934 • www.hagedornse.com

November 30, 2006

**LEGAL DESCRIPTION
FOR
GRASS VALLEY HOLDINGS LLC**

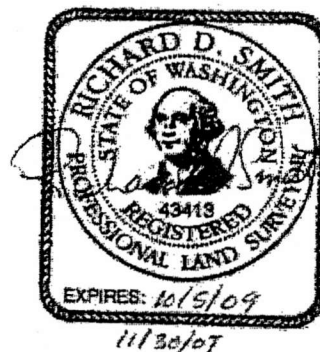
TAX LOT #13, SERIAL NO. 126254-000:

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:

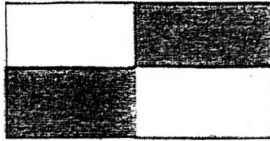
BEGINNING at the Northeast corner of that tract conveyed to Fred Watson by deed recorded in Book 296, page 123, Deed Records, said point being 27.50 chains West of the Northeast corner of said Section 5; thence South 0° 29' East, along the East line of said "Watson tract", 46.36 chains to a point on 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-20071 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) 696-4428 • (866) 696-4428 • Fax: (360) 694-8934 • www.hagedornse.com

November 30, 2007

**LEGAL DESCRIPTION
FOR
GRASS VALLEY HOLDINGS LLC**

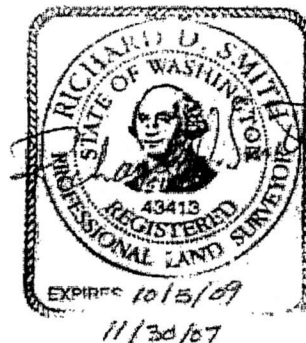
TAX LOT #81, SERIAL NO. 125668-000:

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-2007\ Grass Valley TL 81.rds



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:
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VANCOUVER, WASHINGTON
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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:

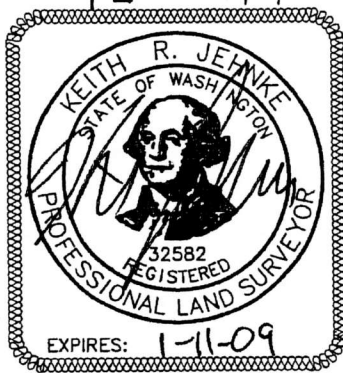
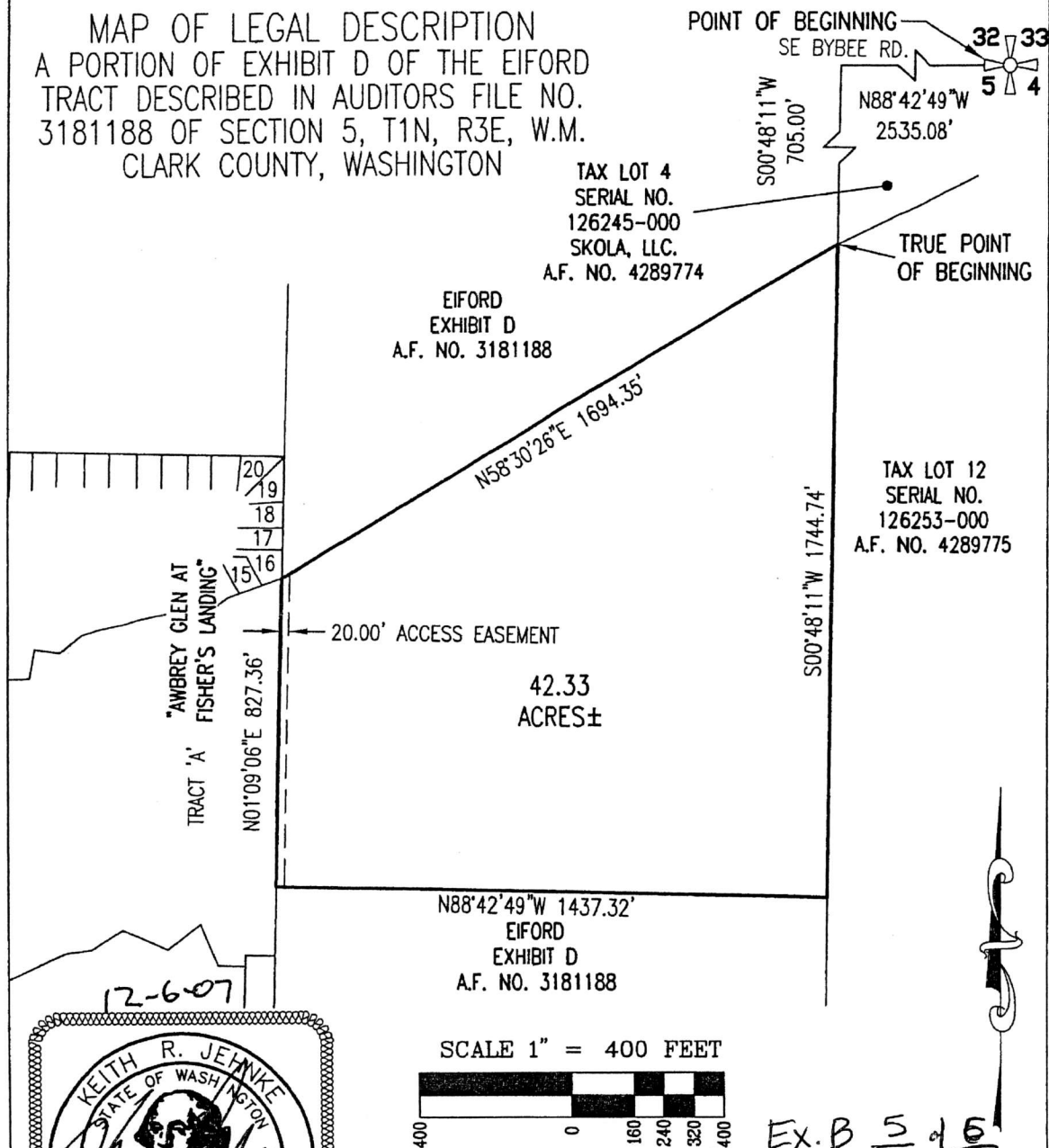
Beginning at the Northeast Section corner of Section 5, thence along the north line of said Section 5 North 88°42'49" West 2535.08 feet to a point; thence along the west line of Auditor's File No. 4289774 South 00°48'11" West 705.00 feet to the True Point of Beginning; thence along the west line of Auditor's 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 6

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

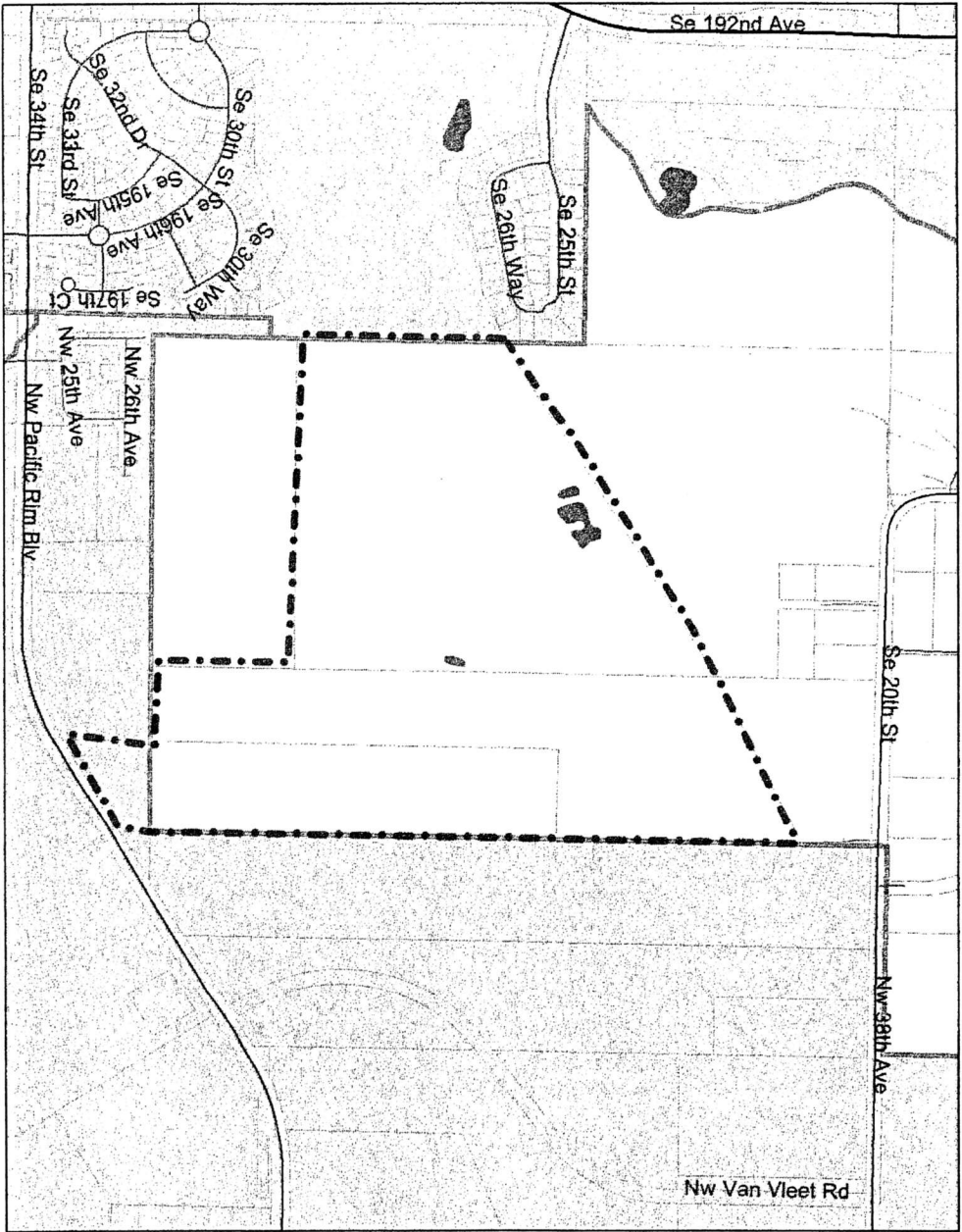


Ex. B 5 of 5

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



MAP TO EXHIBIT B



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.

Map center: 45° 36' 7" N, 122° 27' 58" W



EX B 6 2 6

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

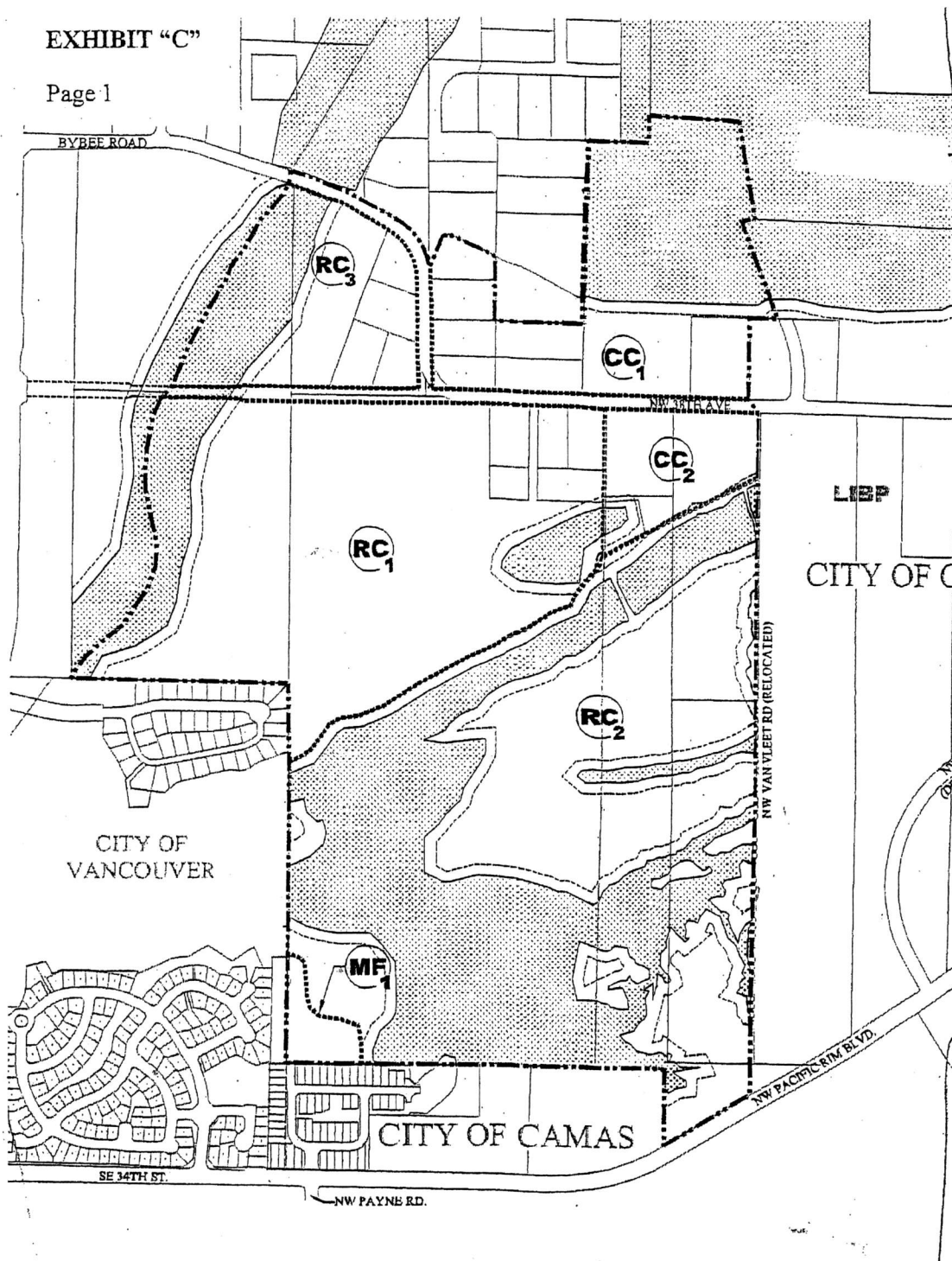


Scale: 1:8,615

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
RC 1 REGIONAL COMMERCIAL	64.0 AC	52.4 AC
RC 2 REGIONAL COMMERCIAL	101.3 AC	37.5 AC
RC 3 REGIONAL COMMERCIAL	17.9 AC	9.1 AC
CC 1 COMMUNITY COMMERCIAL	29.5 AC	14.3 AC
CC 2 COMMUNITY COMMERCIAL	8.2 AC	7.1 AC
MF 1 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 / 38TH	5.8 AC	
TOTAL STUDY AREA	229.0 AC	

E:\projects\ugbank\grass Valley\UG DATA\RGSZ CLIENT\WWSI\Canna MG' 08300 / V 1.dwg, BLSSE, 8/31/2007 9:45:19 AM

EXHIBIT D TO PRE-ANNEXATION DEVELOPMENT AGREEMENT


WATER EXTENSION

✓ SEWER EXTENSION

✓ WATER LINE

✓ SEWER LINE



SOURCE DATA

Clark County GIS Base Data, June 2006
Map ©, Base Data, August 2006

HUD 83 HART, Washington State
Lantern Confidential Code



MACKENZIE

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