

4663471 ADD

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

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.

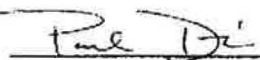
The provisions of the Agreement that are not modified by this Addendum remain unchanged and in full force and effect.

SECTION 11 SIGNATURES.

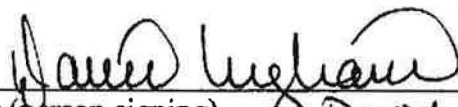
This Addendum may be signed in counterparts. A fax transmission of a signature page will be considered an original signature page. At the request of a party, the other party will confirm a fax-transmitted signature page by delivering an original signature page to the requesting party.

Dated: March 16, 2010

CITY OF CAMAS, WASHINGTON


By (person signing) Paul Dennis
Title Mayor

APC SUNRISE SUMMIT, LLC


By (person signing) David Wehman
Title manager

DWT 13877409v1 0069965-000001

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

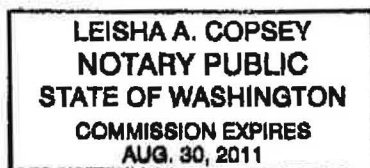
Donald K. Eiford
By (person signing) Donald K. Eiford
Title President

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.

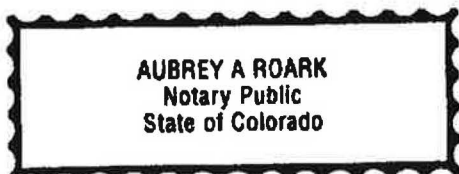


Sharon F. Osborn
NOTARY PUBLIC and for the State of: WA
residing at Vancouver, WA
My appointment expires: 3/15/2012

STATE OF Washington)
) :ss
COUNTY OF Clark)

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 Fort Collins, CO
My appointment expires: 03/15/2012

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.

DWT 13877409v1 0069965-000001

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 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 STERRILYN FISHER 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.

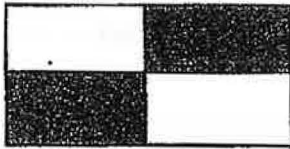
Kara Kam Wah Yee
NOTARY PUBLIC and for the State of:
residing at San Mateo, CALIFORNIA.
My appointment expires: Feb 15, 2013

DWT 13877409v1 0069965-000001



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) 694-8934 • 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 Lrds
07-247



Ex. A 1419

**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:

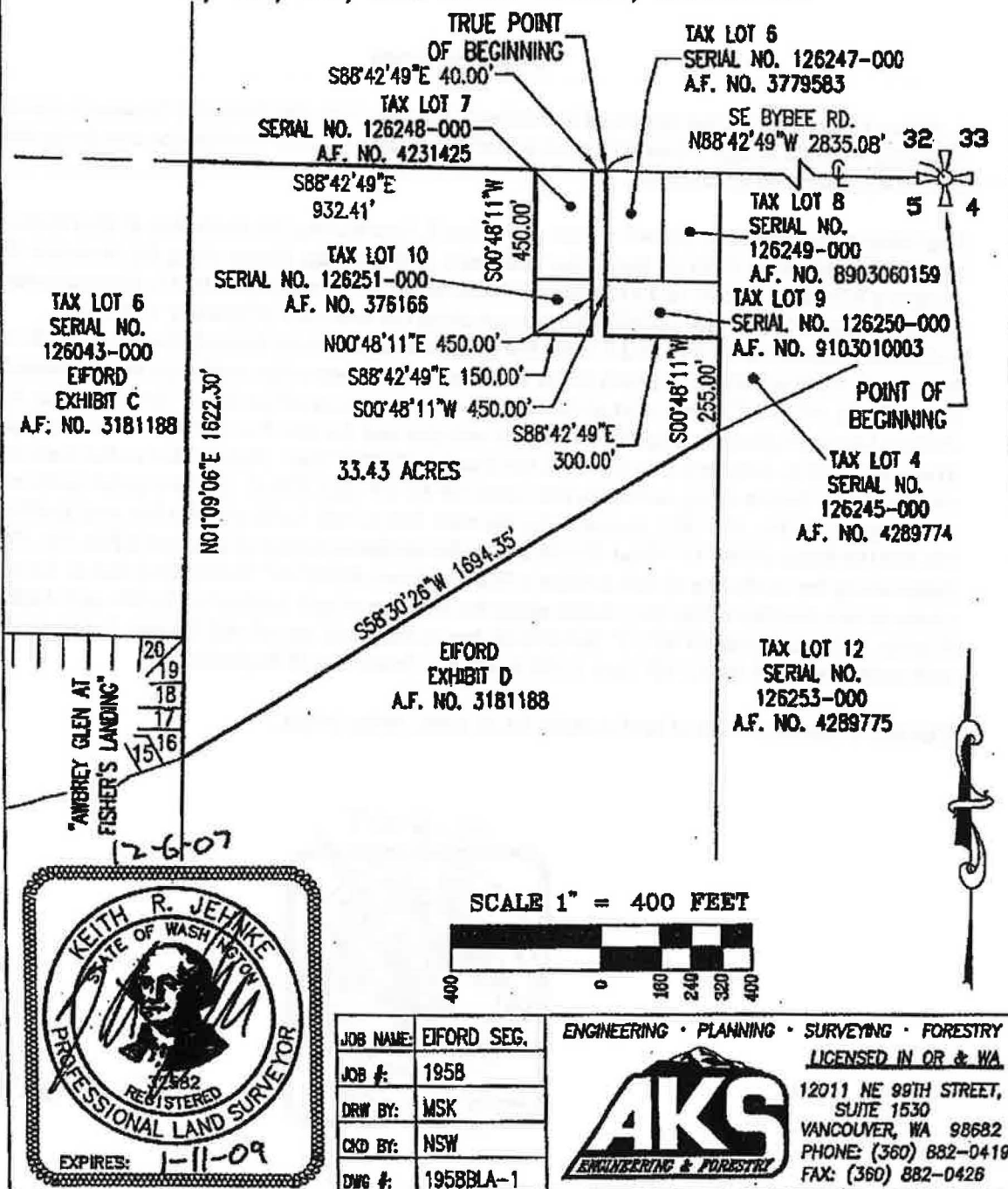
Beginning at the Northeast Section corner of Section 5, thence along the north line of said Section 5 North 88°42'49" West 2835.08 feet to the True Point of Beginning; thence along the west line of Auditor's File No. 3779583 and 9103010003 South 00°48'11" West 450.00 feet to the southwest corner of Auditor's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

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:

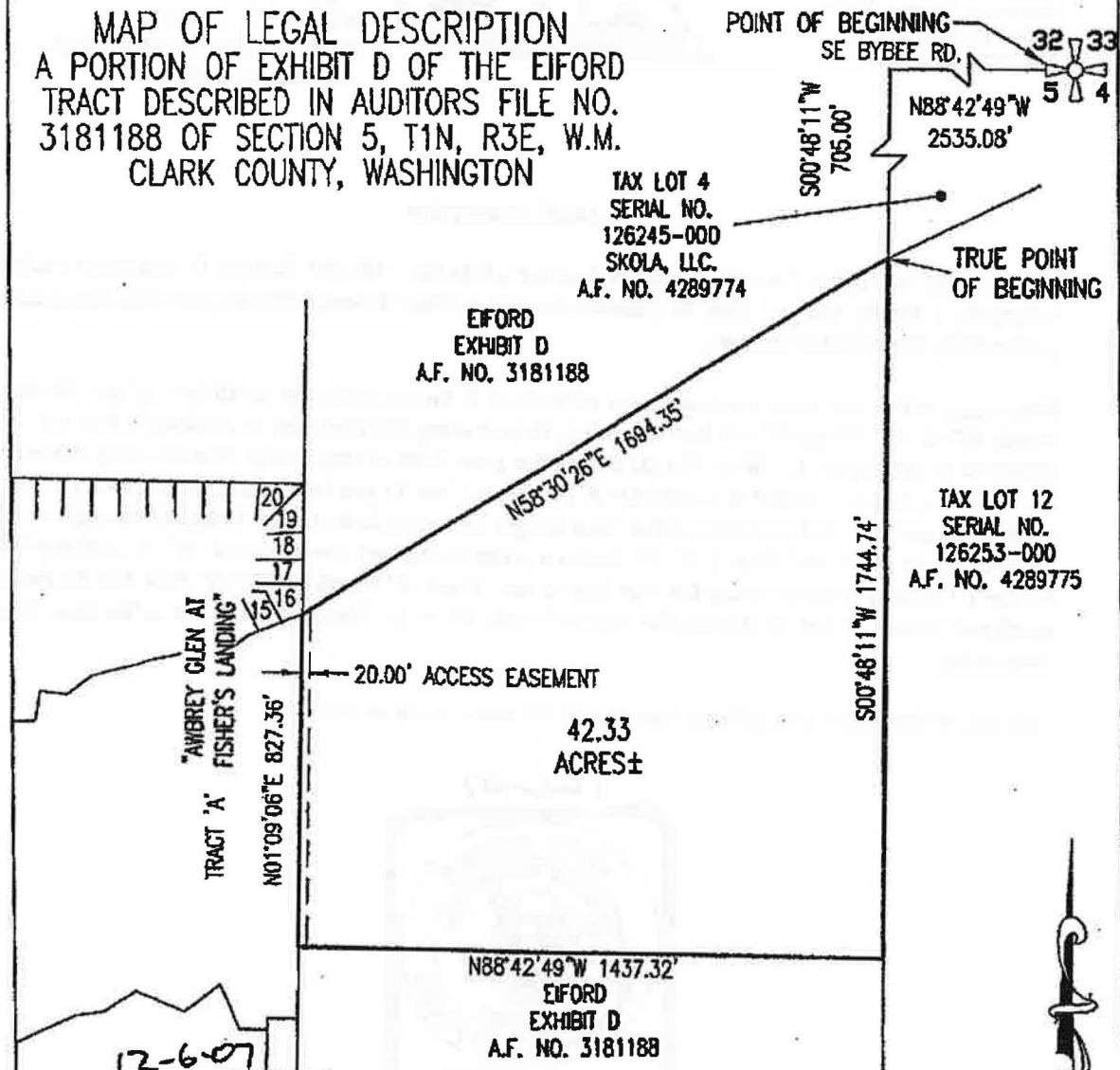
Beginning at the Northeast Section corner of Section 5, thence along the north line of said Section 5 North 88°42'49" West 2535.08 feet to a point; thence along the west line of Auditor's File No. 4289774 South 00°48'11" West 705.00 feet to the True Point of Beginning; thence along the west line of Auditor's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

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



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

E-A 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:

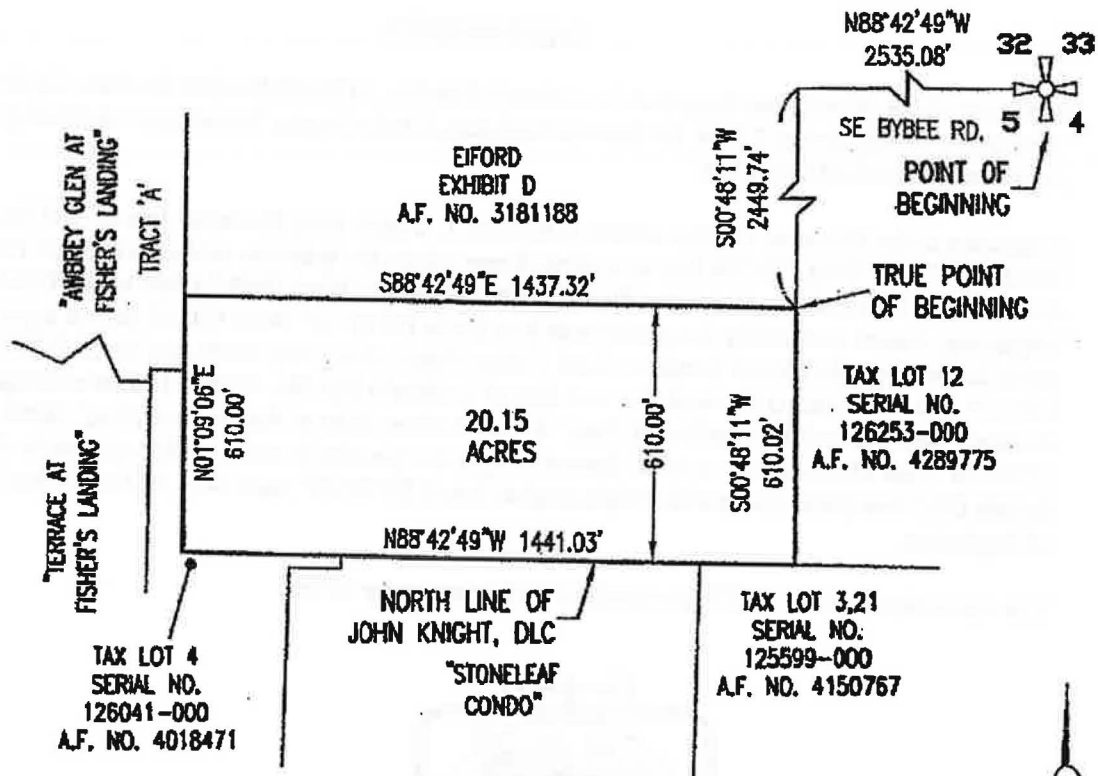
Beginning at the Northeast Section corner of Section 5, thence along the north line of said Section 5 North 88°42'49" West 2535.08 feet to a point; thence along the west line of Auditor's File No. 4289775 and the northerly projection thereof South 00°48'11" West 2449.74 feet to the True Point of Beginning;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



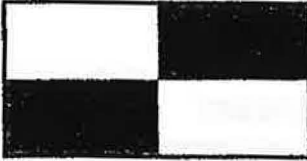
JOB NAME:	EIFORD SEG.
JOB #:	1958
DRW BY:	MSK
CKD BY:	NSW
DWG #:	1958BLA-2

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

AKS
ENGINEERING & FORESTRY

12011 NE 98TH STREET,
SUITE 1530
VANCOUVER, WA 98682
PHONE: (360) 882-0419
FAX: (360) 882-0426

EX. A 7 19



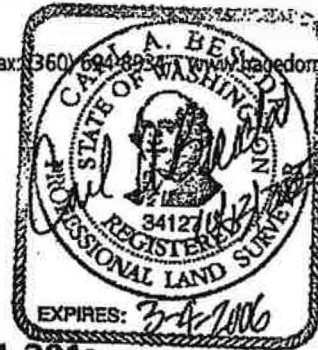
HAGEDORN, INC.

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:

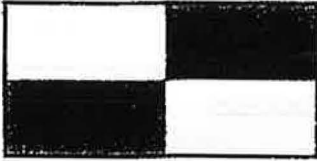
That portion of Government Lot 3, lying in the Southeast quarter of the Southwest quarter of Section 32, Township 2 North, Range 3 East, Willamette Meridian, Clark County, Washington, described as follows:

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. B. H.



HAGEDORN, INC.

SURVEYORS AND ENGINEERS

1924 Broadway, Suite B • Vancouver, WA 98663 • (360) 696-4428 • (503) 283-6778 • Fax (360) 694-4934 • 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

Ld2005\APC Sunrise Summit, LLC-Lot 2.rds

16
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 McGilivray Boulevard, Ste. #103-197
Vancouver, WA 98683

Assessor's Office Tax
Ch. 11 Rev. Laws 1951
\$10,680.00 has been paid
Recp. #60237 Date 12-1-06
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 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.

[Signature]
Jerrold D. Campbell

[Signature]
Debra J.B. Campbell

Ex. A 10 of 19

APN: 177451-010

Statutory Warranty Deed
- continued

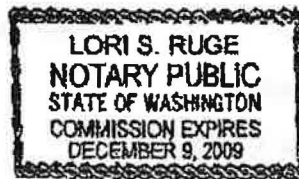
File No.: 4283-938377 (038)
Date: 11/16/2006

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: Ridgelyell
My appointment expires: 12-19/09

Ex. A 11 of 19



AFTER RECORDING MAIL TO:

Name APC Sunrise Summit LLC

Address 18420 SE McGilvray Blvd

City, State, Zip Vancouver, WA 98683

Real Estate Excise Tax
Ch. 11 Rev. Laws 1951

\$ 10833.00 has been paid
Recp. # 513310 Date 5/15/05
Sec. 61, see Add. 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 "E" 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

Dated this 5th day of May, 2005.

Jerome T. Jarrett

Stephanie M. Jarrett
Stephanie M. Jarrett

STATE OF WASHINGTON
COUNTY OF CLARK

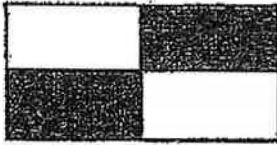
I certify that I know or have satisfactory evidence that Jerome T. Jarrett and Stephanie M. Jarrett are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this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

1924 Broadway, Suite B • Vancouver, WA 98663 • (360) 686-4428 • (206) 686-4428 • Fax: (360) 684-8934 • 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.

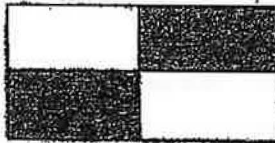
SUBJECT TO easements and restrictions of record.

LD-2007, Grass Valley FL Tracts
04-053-1



11/30/07

Ex A 13 + 19"



HAGEDORN, INC.

SURVEYORS AND ENGINEERS

1624 Broadway, Suite B • Vancouver, WA 98663 • (360) 696-4428 • (866) 696-4428 • Fax: (360) 694-6034 • 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 $58^{\circ} 22' 45''$ 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.

LS-2007 Grass Valley TL 81.rds



11/30/07

Ex A. 14 1 19



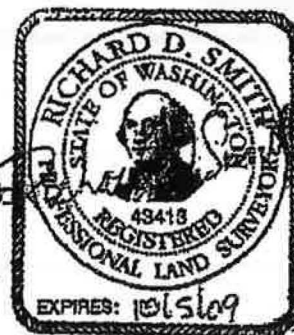
HAGEDORN, INC.

SURVEYORS AND ENGINEERS

1924 Broadway, Suite B • Vancouver, WA 98663 • (360) 696-4428 • (888) 696-4428 • Fax: (360) 694-8834 • www.hagedorn.com

December 3, 2007

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



PARCEL NO 126253-000:

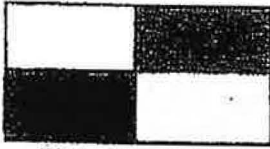
That portion of the West half of the Northeast quarter and the Northwest quarter of the Southeast quarter of Section 5, Township 1 North, Range 3 East, Willamette Meridian, Clark County, Washington, described as follows:

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-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) 694-8934 • 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° 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-Edn 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 d 13

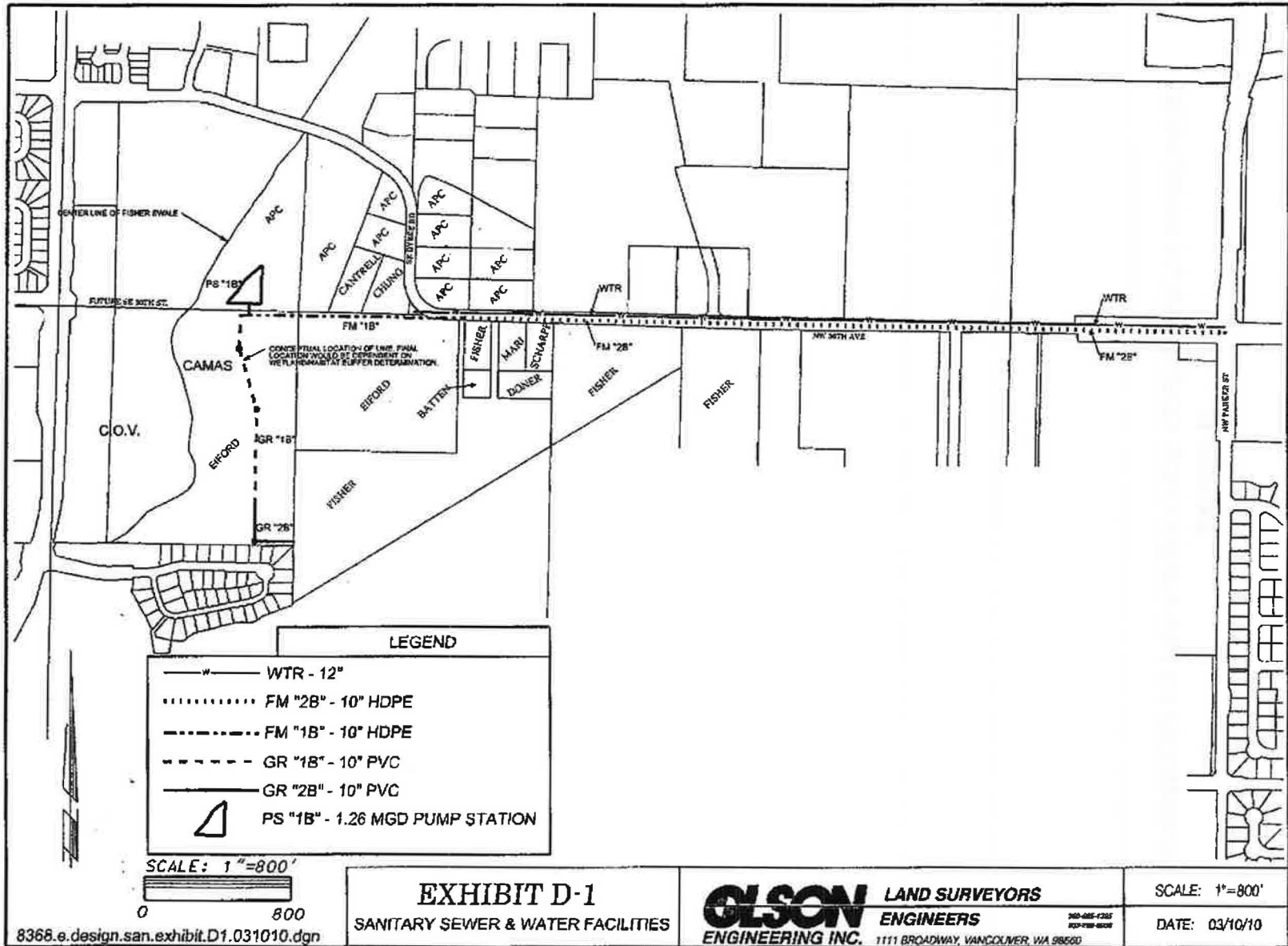
A portion of that certain tract of land described in the deed recorded under Auditor's File No. G 262307 on May 14, 1959, more particularly described below as follows:

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 18 419

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

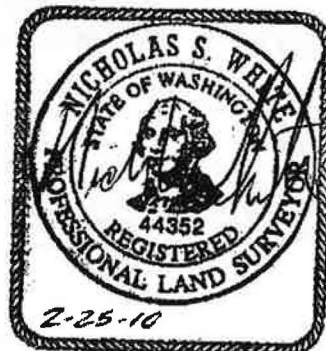
EXHIBIT D-2

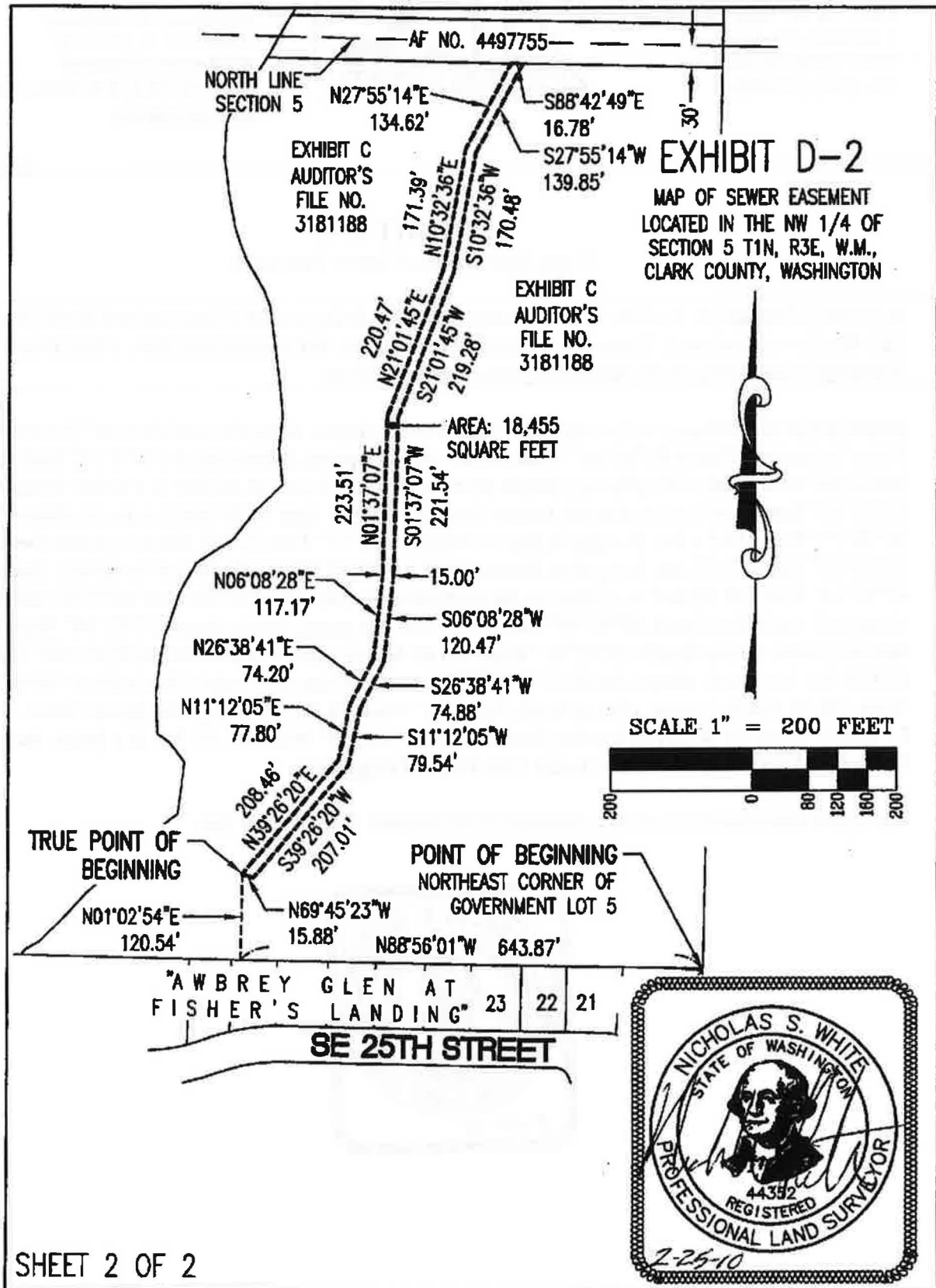
Legal Description of Sewer Easement

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

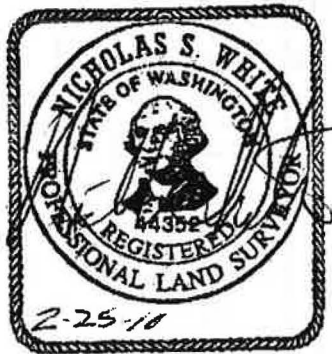
EXHIBIT D-3

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.



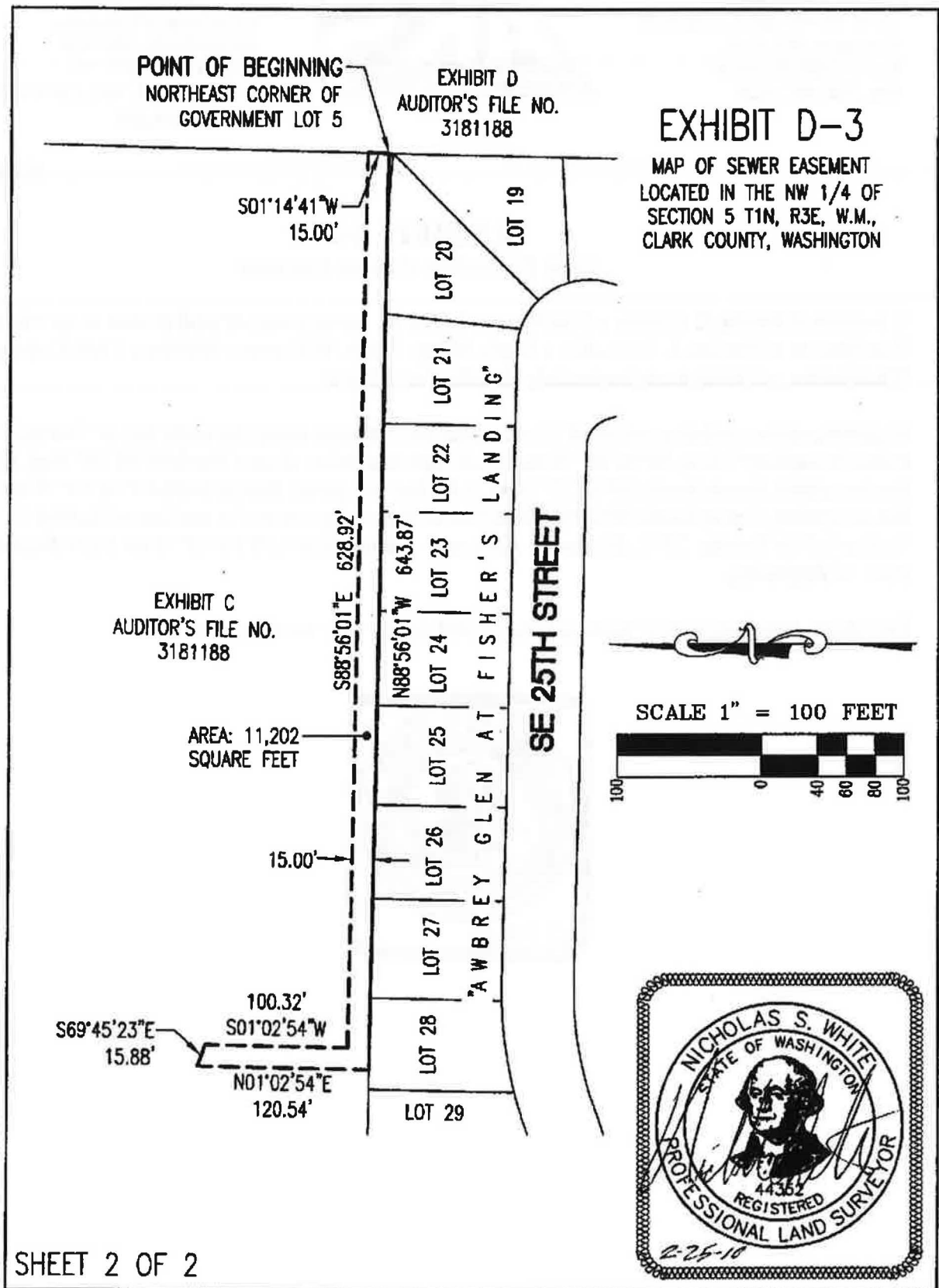


EXHIBIT "F"

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° 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° 42' 51" East along said South line a distance of 219.28 feet;

THENCE North 01° 17' 09" East a distance of 242.63 feet;

THENCE South 60° 50' 00" West a distance of 32.91 feet;

THENCE South 49° 32' 54" West a distance of 83.36 feet;

THENCE South 32° 34' 42" West a distance of 73.04 feet;

THENCE South 41° 19' 16" West a distance of 141.10 feet to the TRUE POINT OF BEGINNING.

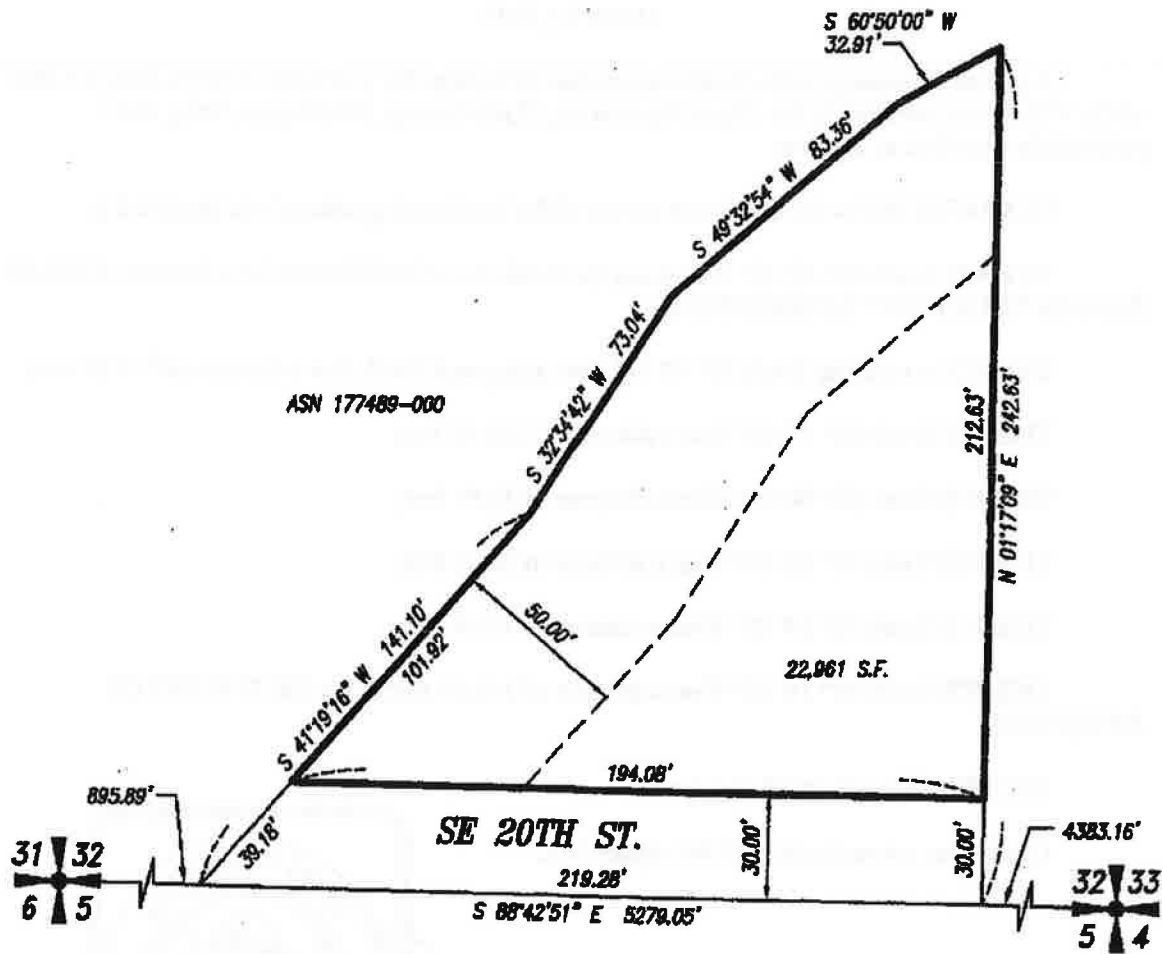
EXCEPT the South 30.00 feet thereof.

Containing approximately 22,961 square feet.



EXHIBIT "F"
PUMP STATION SITE

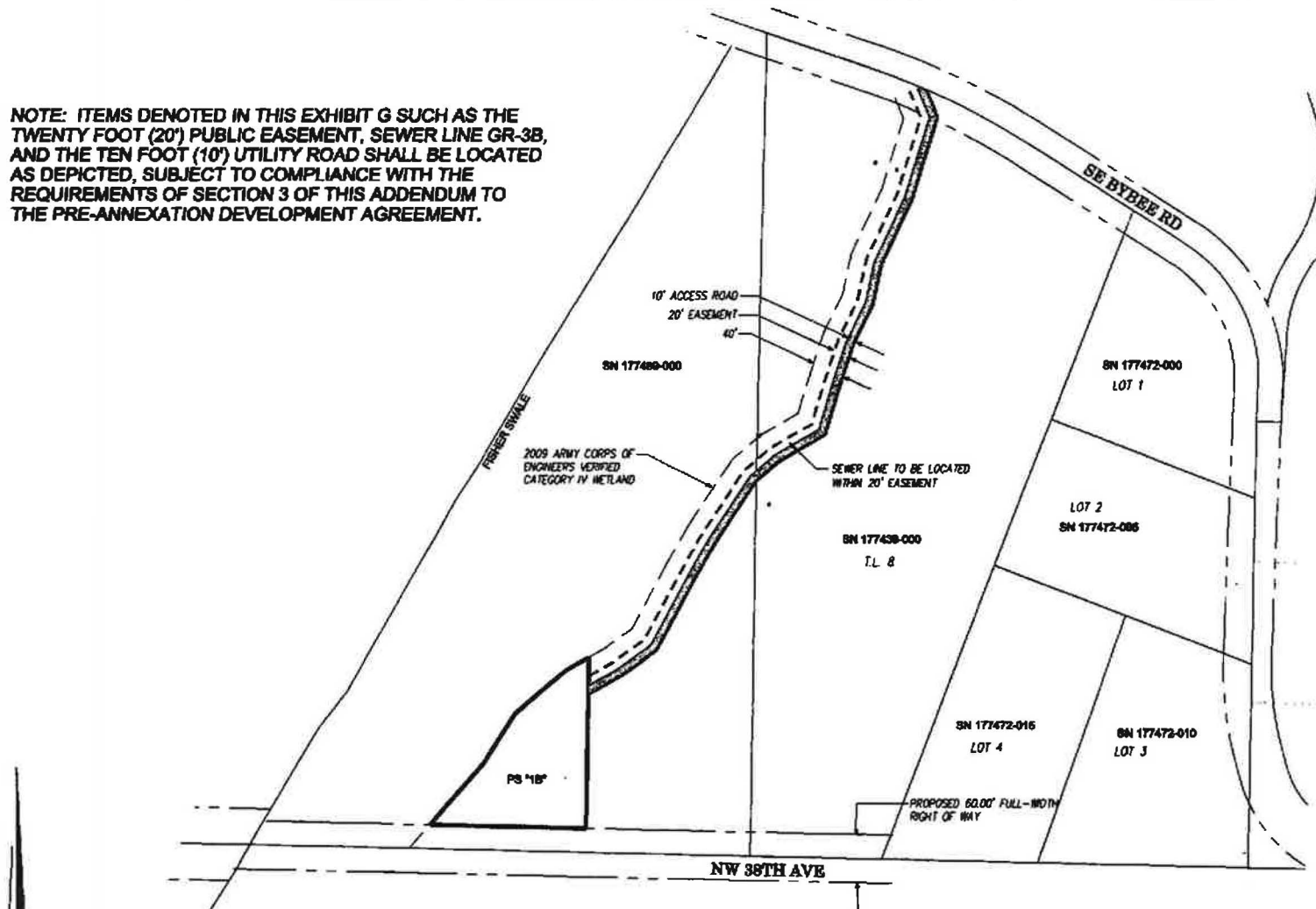
A PORTION OF THE SW 1/4 OF SECTION 32,
T. 2 N., R. 3 E., OF THE W.M.,
CITY OF CAMAS, CLARK COUNTY, WASHINGTON



OLSON LAND SURVEYORS
ENGINEERS
ENGINEERING INC. 1111 BROADWAY, VANCOUVER, WA 98660
TEL: 206-836-1285
FAX: 206-836-0831

FILE: J:\DATA\8000\8300\8360\SURVEY\8368.SLS11.DWG

NOTE: ITEMS DENOTED IN THIS EXHIBIT G SUCH AS THE TWENTY FOOT (20') PUBLIC EASEMENT, SEWER LINE GR-38, 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.



SCALE: 1"=200'
0 200

EXHIBIT G
SANITARY SEWER FACILITIES

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

800-450-1580
360-450-0000

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

SCALE: 1"=200'
DATE: 03/15/10

**3312515**Page: 1 of 4
04/24/2001 11:54A
Clark County, WA**RETURN ADDRESS:**

Clark Public Utilities
P.O. Box 8900
Vancouver, WA 98668

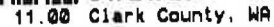
Document Type: OH Easement
Grantor: Eiford Properties LLC
Grantee: Clark Public Utilities
Assessor's #126246-000 GEO #1305421
Desc: Ptn. TL#5 in Sec. 5-1-3 EWM
Engineer: Matney
WO# 143707/22079

**EASEMENT AND RIGHT OF WAY
OVERHEAD**

The GRANTOR(S), **EIFORD PROPERTIES, LLC**, in consideration of mutual benefits hereby acknowledged, does grant and convey to **PUBLIC UTILITY DISTRICT NO. 1 OF CLARK COUNTY**, a municipal corporation of the state of Washington, its successors and assigns, including joint users, a perpetual easement and right of way together with the right of ingress and egress for the purpose of installing, constructing, erecting, altering, repairing, maintaining and operating thereon and therein overhead electric system facilities and appurtenances including communication and service conductors, ___1___ pole(s) and ___1___ anchor(s) and appurtenances necessary thereto in, on, over, under and across the lands in Clark County, Washington, described as follows:

As of this date being a portion of Serial No. 126246-000, Tax Lot #5 of the Subdivision of the Payne Estate, in Section 5, Township 1 North, Range 3 EWM, more particularly shown on the attached Exhibits "A" and "B", by reference made a part hereof.

PROVIDED, that upon completion of installation of all facilities required to serve all land above-described, THE EASEMENT HEREIN GRANTED SHALL BECOME LIMITED TO THE ACTUAL LOCATIONS OF THE FACILITIES AS INSTALLED WITH REASONABLE RIGHTS OF INGRESS AND EGRESS FOR THE PURPOSES ABOVE STATED.



Colleen A. McGary
Notary Public in and for said County and State of
Washington, residing at Shaperville
My Appointment Expires 6-01-02

**3312515**Page: 3 of 4
04/24/2001 11:54A
Clark County, WA

EXHIBIT "A"
CLARK PUBLIC UTILITY DISTRICT NO. 1
LEGAL DESCRIPTION

A portion of Lot 5 of the Subdivision of the Payne Estate in Section 5, Township 1 North, Range 3 East of the Willamette Meridian, described as follows:

The following portion of the West half of the Northeast quarter and the East half of the Northwest quarter and Government Lots 3 and 6 of Section 5, Township 1 North, Range 3 East of the Willamette Meridian, described as follows:

Beginning at a point on the North line of said Section 5, 38.41 chains West of the Northeast corner of said section 5;

Thence South 0°29' East 46.36 chains to the North line of the Joel Knight Donation Land Claim;

Thence West along the North line of said claim and an extension thereof, 21.595 chains;

Thence North 0°29' West 46.36 chains to the North line of said Section 5 at the Northwest corner of the Northeast quarter of the Northwest quarter of said Section 5;

Thence East 21.595 chains to the True Point of Beginning.

Except County Roads.

Except Tax Lot Nos. 6, 31, 8, 9, and 10.

PUD 1

EAS

11.00 Clark County, WA

EXHIBIT "A"
CLARK PUBLIC UTILITY DISTRICT NO. 1
LOCATION DRAWING

