

4851321 AGR

RecFee - \$149.00 Pages: 38 - 192ND STATION
Clark County, WA 05/02/2012 02:48



RETURN ADDRESS

192nd STATION
~~192nd 192nd SE~~
19215 SE 34th ST
SUITE 106, Bldg B391
VANCOUVER, WA 98661

Please print neatly or type information

Document Title(s)

DEVELOPMENT AGREEMENT

Reference Numbers(s) of related documents:

_____ Additional Reference #'s on page _____

Grantor(s) (Last, First and Middle Initial)

CITY OF VANCOUVER

Additional grantors on page _____

Grantee(s) (Last, First and Middle Initial)

192ND PLAZA SOUTH LLC WESTRIDGE COFTB, LLC

Additional grantees on page _____

Legal Description (abbreviated form: i.e. lot, block plat or section, township, range, quarter/quarter)

126454005, 12645~~006~~⁰⁰⁶ & 126454007, LOCATED IN THE NW QUARTER OF SECTION 05, TOWNSHIP 10 N, RANGE 3E OF THE WILLAMETTE MERIDIAN
Additional legal is on page _____

Assessor's Property Tax Parcel/Account Number

126454005 12645~~006~~⁴⁰⁰⁶ 126454007

Additional parcel #'s on page _____

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature of Requesting Party

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

192nd Station
192nd SE 34th Street, Suite 106
PMB 341
Camas, WA 98607

DEVELOPMENT AGREEMENT

Grantors: CITY OF VANCOUVER

Grantees: 192nd Plaza South, LLC; Westridge Lofts, LLC

Abbreviated Legal/Parcel Nos.: 126454005, 126454006 & 126454007, located in the NW Quarter of Section 05, Township 1N, Range 3E of the Willamette Meridian.

Other Reference Nos.: Lot 4 of that Short Plat recorded in Book 3 of plats at Page 859, Clark County Records, located in the Northwest quarter of Section 5, Township 1 North, Range 3 East of the Willamette Meridian, Clark County, Washington.

Effective Date: April 2, 2012

Parties: 192nd Plaza South, LLC; Westridge Lofts, LLC
510 C Street
Washougal, WA 98671

City of Vancouver, Washington
City of Vancouver
P.O. Box 1995
Vancouver, WA 98668-1995

RECITALS

A. 192nd Plaza South, LLC and Westridge Lofts, LLC are the owners ("Owners") of certain real property more particularly described in Exhibit A attached hereto and incorporated herein by this reference (hereinafter the "Property"). The Property shall hereinafter also be referred to as 192nd Plaza/Lofts South.

B. The Property is known as Area B in a development plan described in the Amended Covenant running with the land dated March 14, 2011 and recorded on April 8, 2011 as pages 1-6 under Clark County Auditors recording number 4755948, Exhibit B.

B. 192nd Plaza South, LLC and Westridge Lofts, LLC have filed an application for site plan and other land use approvals under City of Vancouver project number PRJ2011-01544. The Property is located at the intersection of two major arterials, SE 192nd Avenue and SE 20th Street, and is located at an intersection that otherwise contains primarily commercial development. The Property is zoned CC under the City of Vancouver's zoning laws.

C. The Property is immediately adjacent to a parcel also zoned community commercial, both of which are part of a commercial node.

D. The purpose of this Development Agreement ("Agreement") is to ensure that the Property develops in a manner that is reflective of the surrounding area, buffers, the adjoining residential neighborhood, and meets the requirements of the City Code.

NOW, THEREFORE, the parties agree as follows:

1. **Recitals.** The recitals are hereby incorporated into the parties' agreement and shall be binding on the parties as terms of this Agreement.

2. **Purpose.** The purpose of this Development Agreement is to:

2.1 Set forth certain development standards, processes, and regulations that will govern the development of the Property.

2.2 Release the Covenant Running With The Land to the City of Vancouver, dated May 23, 2005 and recorded on August 15, 2005 as pages 2-13 under Clark County Auditor's Recording Number 4033236; and the Amendment thereto, effective March 14, 2011, to the City of Vancouver and recorded under Clark County Auditor's receiving number 4755948, recorded as 8 pages on April 8, 2011, records of Clark County, Washington as to the Property and to replace the 2005 Covenant and its Amendment thereto with this Agreement.

3. **Term.** The initial term of this Development Agreement shall be for fifteen (15) years from the effective date of this Agreement, with the owners entitled to extend the term if approved by the City by resolution following public hearing or as otherwise allowed under state law.

4. **Property.** 192nd Plaza South, LLC and Westridge Lofts, LLC are the owners of the Property.

6. **Conditions.**

6.1 **Conceptual Development Plan.** The proposed preliminary site plan is attached hereto as Exhibit C, which is incorporated herein by this reference. Development of the site shall be in substantial conformance with Exhibit C.

6.2 **Phased Development.** Lots 5, 6 and 7 of the SE 192nd Avenue Short Plat may be developed in three separate phases that generally correspond to the boundaries of those lots. However, this does not preclude processing any combination of phases in one application.

6.3. **Shared Access.** There is a shared access driveway easement serving the land between the north boundary of the Property and NE 20th Street, to which this Property shall have access. This access is in order to permit this Property to have direct access to NE 20th Street, in order to provide for vehicular circulation to and through this Property. Any extension of the driveway access easement across such land to and through the Property, which is submitted as a part of a preliminary site plan application for the Property, shall be a condition of preliminary site plan approval for the Property. The easement serving this Property across such land is legally described in Exhibit B, attached and incorporated herein by this reference for all purposes. As a condition of any Final Site Plan approval, there shall be a shared access and maintenance agreement providing for the payment of the cost of maintaining and operating on the site any street surface, signs and markings, street lights, and drainage systems as the same apply to any shared driveways. The shared access and maintenance agreement and easement described in Exhibit B shall be recorded.

6.4 **192nd Street Access.** Development of the Property shall be limited to the existing right-in, right-out accesses to 192nd Avenue shown on any approved future Site Plan. This access limitation shall be a condition of preliminary site plan approval.

6.5. **Tree Protection.** The Property will provide tree protection and preservation as required by City Code. Street trees along 192nd Avenue shall be retained. Tree protection measures shall be shown on the grading and erosion control plans. The owners and their successors shall comply with those tree plan maintenance requirements, which at the City's request are a part of a final site plan approval, which shall be embodied in a running covenant that is binding on successor property owners and owners' associations, which is recorded with the County Auditor.

6.6 **Screening.** Along the east boundary of parcels 5 and 6, a 6 foot high masonry fence shall be constructed along the property line, 6' conifers planted at 25 feet on center between the fence and the edge of parking, and parking located 6 feet away from the property line. Screening along parcel 7 will be in accordance with Code requirements.

6.7 **Aesthetics.** Commercial building design will utilize standards that will promote similar quality and look of 192nd Plaza in substantial conformance with the attached

Exhibit D. Residential building design will utilize standards similar in quality and character to those elevations and plans that are attached hereto as Exhibit D. In general, the buildings' appearances will blend with the 192nd Plaza development to the north, will have warm, earth tone colors, and will be reflective of the Pacific Northwest to visually integrate into the forested areas surrounding the parcels.

Buildings on parcel 5 will be designed to visually extend the aesthetic of 192nd Plaza along 192nd Avenue in a modern, commercial style with the following types of materials:

- a. Cultured Stone: 15 to 40% along south, west and north elevations; 10-20% along east elevation;
 - b. Cedar Siding: 25 to 40% along south, west and north elevations; 10-20% along east elevation;
 - c. Aluminum Storefront Glazing System: 20-30% along west elevation; minimum 20% along north and south elevations; minimum 25% along east elevation
- Stucco: 15-40% along south, west and north elevations; 10-20% along east elevation.

Buildings on parcel 6 and 7 will be designed with a traditional Pacific Northwest look, featuring exposed timbers and metal connections, roof overhangs, and use of natural materials as follows:

- a. Cultured Stone: primarily on the ground floor;
 - b. Stucco: primarily on upper floors;
 - c. Cedar Siding: primarily on top floors;
 - d. Cedar Beams/Posts/Logs: as required for aesthetic appeal
- Window System: white vinyl.

Apartment building height shall be limited to sixty feet (60').

6.8 **Auto-Related Use.** The proposed auto-related use shall be allowed under the following conditions: (a) hours of operation are restricted to between 8:00AM and 6:00PM; (b) auto-related work is performed within the building provided for that use; (c) overflow storage of vehicles is limited to area adjacent to the Southerly portion of the building in an enclosed area; and (d) auto repair bays open only northerly and southerly.

6.10 **Signs.** No free-standing signs for the development shall be permitted; fascia signs only will be permitted.

7. **Covenant Replacement.** As the Property, the following covenants shall be released:

- (a) Covenant Running With The Land to the City of Vancouver, which is dated May 23, 2005 and recorded on August 15, 2005 as pages 2-13 under Clark County Auditor's Receiving Number 4033236, records of Clark County, Washington; and
- (b) the Amendment foregoing covenant.

It is understood and agreed that the foregoing covenants remain in full force and effect in Areas A and C as depicted in the Amended Covenant running with the land dated March 14, 2011 and recorded on April 8, 2011 as pages 1-6 under Clark county Auditors recording number 4755948, Exhibit E.

8. **Successors.** This Development Agreement and all of its provision shall be binding on 192nd Plaza South, LLC and Westridge Lofts, LLC, and any and all of their assigns and successors in interest; and any obligations made herein by 192nd Plaza South, LLC and Westridge Lofts, LLC shall be enforceable against all of their assigns and successors in interest.

9 **Enforcement.** This Development Agreement may be enforced by the City through any remedy provided by law or in equity.

10. **Severability.** If any provision of this Development Agreement, or the application of the provision to any person or circumstance, is declared invalid, then the rest of the agreement or the application of the provision to other persons or circumstances shall not be affected.

11. **Authority.** Those signatories who sign on behalf of a limited liability company are expressly vested by the organic documents of such limited liability company which they purport to represent with the authority to bind such limited liability company in the manner in which such signatories have purported to bind their principal herein.

12. **Controlling law.** In the event of any litigation arising hereunder, or with respect hereto, the law of the State of Washington shall control, and all signatories hereto, do hereby submit themselves personally to the jurisdiction of the courts of the State of Washington, and do hereby agree that any action arising hereunder may be instituted in Clark County Superior Court, if the parties are served, including anywhere not within the State of Washington, by any method authorized by Washington law.

13. **Required Public Hearing.** This Development Agreement is authorized by a Resolution of the City Council of the City of Vancouver following a hearing as required by RCW 36.70B.170.

14. **Default.** In the event either party fails to perform the terms and provisions of this Development Agreement, which failure continues uncured for a period of sixty (60) days following written notice from the other party (unless the parties have mutually agreed in writing to extend this period) shall constitute a default under this Agreement. Any notice of default shall specify the nature of the alleged default and, where appropriate, the manner in which the alleged default may be satisfactorily cured. If the nature of the alleged default is such that it cannot be reasonably cured within the sixty (60) day period, then the commencement of actions to cure the alleged default within the sixty (60) day period and diligent prosecution of such actions necessary to complete the cure of the alleged default,

shall be deemed to be a cure within sixty (60) day period. Upon a default of this Agreement that is not cured as provided above, the non-defaulting party may institute legal proceedings to enforce the terms of this Agreement. If the default is cured, then no default exists, and the noticing party shall take no further action. Notwithstanding the foregoing, in the event of a serious threat to public health and safety or irreparable harm, the City may immediately enforce the provisions of this Development Agreement or any other provision of law.

15. **Extensions of Time for Performance.** Notwithstanding anything to the contrary contained in this Agreement, neither party shall be deemed to be in default where delays and performance or failure to perform are due to war, insurrection, strike or other labor disturbances, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, extended appeals by third parties or similar basis for excused performance which are not within the reasonable control of the party to be excused. Upon the request of either party, an extension of time for such cause shall be granted in writing for the period of the forced delay, or longer, as may be mutually agreed upon.

16. **Vesting.** The parties agree that the development of the Property and this Development Agreement vest as to the permitted use, land use ordinance, regulation, and development standards in effect in Titles 20 VMC as of the earlier of the date of any fully complete land use application being processed for approval with this Development Agreement, or the date of the execution of this Development Agreement. "Vesting" shall mean that the Property is entitled to be used and to implement a site plan or other land use permit or approval that is substantially consistent with that shown in Exhibit B, and that the Property is entitled to be eligible to receive land use approval of development proposals ("implementing land use approval(s)") that are consistent therewith, in accordance with the zoning, development and land use ordinances in effect upon the date of the vesting of this Development Agreement without any such application being subject to changes in ordinance, regulation, and development standards and regulations that are enacted or implemented subsequent to the date of vesting of this Development Agreement. Further, if an implementing land use approval has become final (unappealed), which is at variance with such ordinance, regulation, and development standards and regulations with the agreement of the applicant(s), the ordinance, regulation, and development standards and regulations manifested in such implementing land use approval(s) shall become vested under this Development Agreement. This Development Agreement and the development standards in, and terms of, this Development Agreement govern during the term of this Development Agreement and may not be subject to an amendment to a zoning ordinance, land use regulation, or development standard adopted after the effect date of this Development Agreement except with the agreement of the applicant or owner; provided that an applicant or owner of the Property may elect to waive vesting as to an ordinance, requirement, condition or standard and proceed under any ordinance, requirement, condition or standard more recently in effect by the City of Vancouver as allowed under VMC 20.250.040. This vesting shall continue beyond the term of this Development Agreement as to any fully complete implementing land use application in process or granted by the City during the term of this Development Agreement, for the normal term of approval of any such

application or approval. Any permit or approval issued by the City, including any implementing land use approval, after the vesting of this Development Agreement must be consistent with this Development Agreement. Nothing contained herein shall preclude the City from exercising any and all rights it has under RCW 36.70B.170 to address issues of public health and a safety.

17. **Transportation Concurrency.** The developer's traffic engineer developed an estimate of the traffic generation and distribution for the property based on a conceptual development plan consisting of 6,240 square feet of Auto Care Center, a 100-unit apartment complex, 10,030 square feet of General Office and 5,000 square feet of Specialty Retail.

In accordance with VMC 20.250.040C, this Development Agreement reserves capacity in the transportation system equal to 117 PM peak-hour trips for the proposed development's trip generation. These trips are vested under this Agreement for purposes of Transportation Concurrency, as authorized by VMC Chapter 11.95. The term for the concurrency determination shall be for the term of this Development Agreement.

The Developer will complete a traffic study to determine the average daily trips and morning and afternoon peak hour trips generated by the actual proposed development of the property at the time of site plan review. The traffic study will also address the development's impact on the operation and safety of the City's transportation system as authorized by VMC Chapter 11.90. The actual extent of use of the reserved and vested trips will be documented at the time the City approves the site plan for the Property.

18. **Exception to Vesting/Serious Threat to Public Health.** Nothing contained in this Development Agreement shall preclude the City from exercising any and all rights it has under RCW 36.70.170(4) to address issues of public health and safety.

19. **Construction.** This Development Agreement sets forth the entire agreement of the parties. This Agreement shall be construed as a whole. No amendment, change or modification of any provision of this Agreement shall be valid unless set forth in writing and signed by both parties. To the extent of any conflict with any City regulations which may otherwise govern the Property, the terms and conditions of this Development Agreement shall prevail.

20. **Binding Effect.** This Development Agreement, or a summary therefore, shall be recorded against the Property and shall run with the land, subject only to the express conditions or limitations of this Agreement, and shall be binding upon and insure to the benefit of the respective successors and assigns of the parties. Upon assignment of this Development Agreement or the conveyance of any parcel of the Property to which this agreement is applicable, the assignee/grantee shall be deemed to assume all rights, obligations and liabilities set forth in this Agreement s they relate to such parcel.


21. **Cooperation.** Each party shall take such action (including, but not limited to the execution, acknowledgement and delivery of documents) as may reasonably be requested by the other party for the implementation or continuing performance of this Development Agreement. In the event of any administrative, legal or equitable action or proceeding instituted by any person or party to this Agreement challenging the validity of any provision of this Agreement, or any subsequent action taken consistent with this Agreement, the parties shall cooperate in defending such action or proceeding to settlement or final judgment, including all appeals. Each party shall select its own legal counsel and retain such counsel at its own expense.

22. **Effective Date.** This Development Agreement will become effective on final approval of City Council.

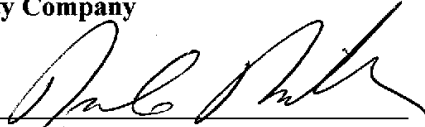
[signatures appear on following page]

DATED this 2nd day of April, 2012.


192nd Plaza South, LLC, a limited liability Company

By: 
Title: Manager


Westridge Lofts, LLC, a limited liability Company

By: 
Title: Manager

City of Vancouver, Washington, a municipal corporation

By: 
Title: Assistant City Manager

ATTEST:


R. Lloyd Tyler, City Clerk
By: Carrie Lewellen, Deputy City Clerk


Approved as to form:

Ted H. Gathe, City Attorney

Exhibit Listing

- | | |
|-----------|--------------------------------|
| Exhibit A | Legal Description |
| Exhibit B | Shared Access Easement |
| Exhibit C | Preliminary Site Plan Proposal |
| Exhibit D | Building Elevations. |
| Exhibit E | Amended Covenant |

STATE OF WASHINGTON }
County of CLARK }SS.
}

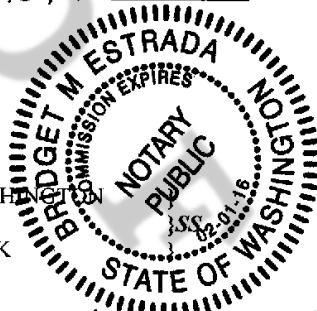
I certify that I know or have satisfactory evidence that Drew Miller is the person who appeared before me, and said person acknowledged that (he/she/they) signed this instrument on oath, stated that (his/her/their) was authorized to execute the instrument and acknowledged it as the member of 192nd Plaza South, LLC to the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 4/9/12

Bridget M. Estrada
(signature of notary)
Bridget M. Estrada
(Notary's Printed Name)

NOTARY PUBLIC, in and for the State of Washington,
residing at Camas
My Appointment expires: 2/1/2016

STATE OF WASHINGTON
County of CLARK

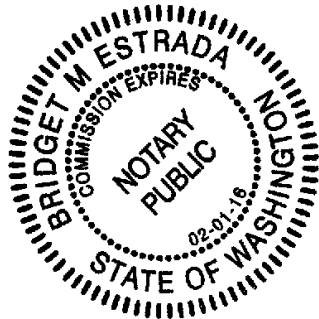


I certify that I know or have satisfactory evidence that Drew Miller is the person who appeared before me, and said person acknowledged that (he/she/they) signed this instrument on oath, stated that (his/her/their) was authorized to execute the instrument and acknowledged it as the member of Westridge Lofts, LLC to the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 4/12/12

Bridget M. Estrada
(signature of notary)
Bridget M. Estrada
(Notary's Printed Name)

NOTARY PUBLIC, in and for the State of Washington,
residing at Camas
My Appointment expires: 2/1/2016



CITY OF VANCOUVER DEVELOPMENT REVIEW SERVICES
 ASSessor: *Paul D. Hill* PE 5-12-08
 DATE

ALTERNATE: *12/24/04* *1908*
 PREPARED BY: *Shirley Connelley*
 PROJECT NO.: *44163493*
 DATE: *6-12-08*

CITY OF VANCOUVER
 SE 192ND AVE. SHORT PLAT
 SHEET NO. 11
 PROJECT NO. 44163493
 DATE 5-1-08

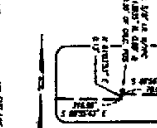
ASSIGNMENT: Review of proposed subdivision of lots 5, 6, 7, and 8 of the SE 192nd Ave. Short Plat.
 DATE: 5-1-08
 DRAWN BY: *Shirley Connelley*

CLIQUE TABLE

CODE	DESCRIPTION	DATE
1	INITIAL	5-1-08
2	REVISED	5-1-08
3	REVISED	5-1-08
4	REVISED	5-1-08
5	REVISED	5-1-08

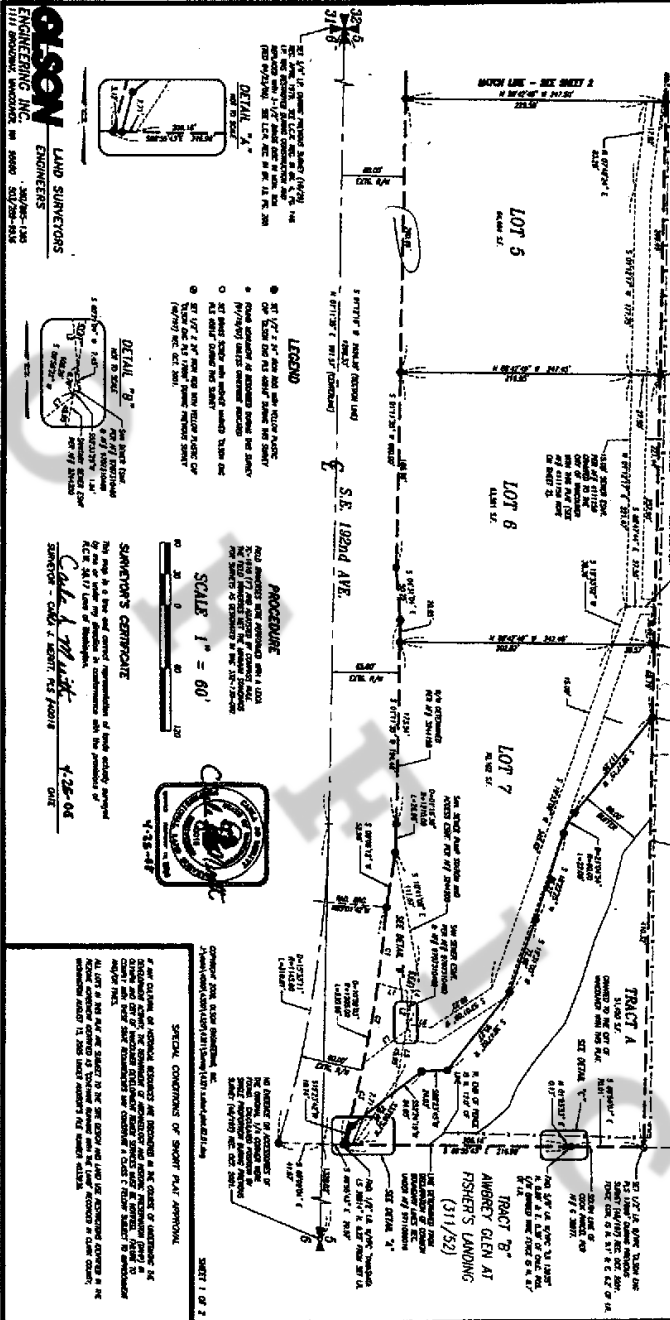
LINE TABLE

NO.	DATE	BY	DESCRIPTION
1	5-1-08	SC	INITIAL
2	5-1-08	SC	REVISED
3	5-1-08	SC	REVISED
4	5-1-08	SC	REVISED
5	5-1-08	SC	REVISED
6	5-1-08	SC	REVISED



CLIQUE COUNTY HEALTH DEPARTMENT
 This plat is approved in general only.
 It does not constitute an endorsement of the accuracy of the information contained herein.
 The applicant is responsible for obtaining all necessary permits and approvals to be shown on this plat.
Carl C. [Signature]
 CLIQUE COUNTY HEALTH DEPARTMENT
 DATE: 5-1-08

STATE OF BRITAIN
 Surveyed and approved by the Surveyor General.
 Registered in the Office of the Registrar of Titles.
Carl C. [Signature]
 DATE: 5-1-08

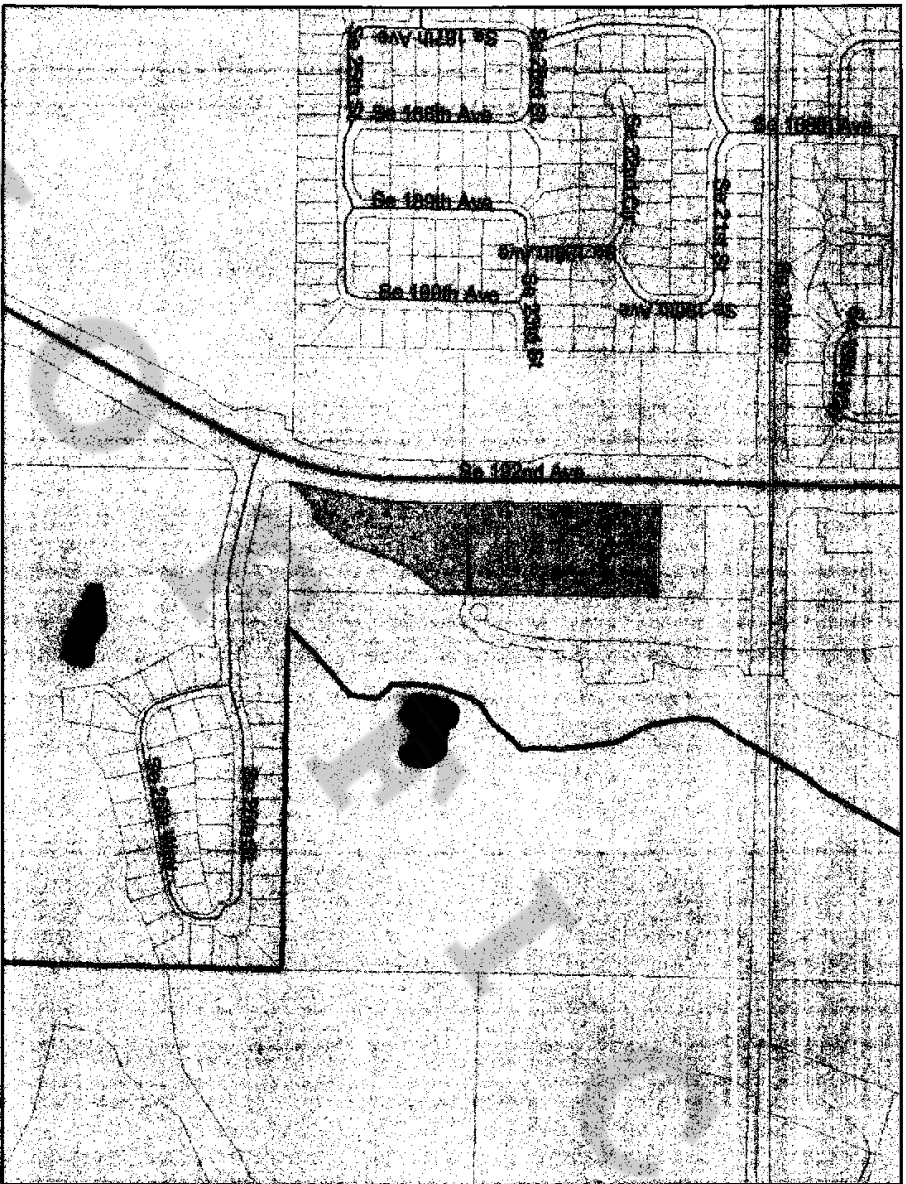


GRISON
 ENGINEERING INC.
 LAND SURVEYORS
 2010-2018
 2020-2025
 2026-2031

Exhibit A- 3 pages

BK 3 P 859 1 of 2

Parcels subject to proposed Development Agreement



0 500 1000 1500 ft.

This map was generated by Clark County's "Maps Online" website. Clark County does not warrant the accuracy, reliability or timeliness of any information on this map, and shall not be held liable for losses caused by using this information.

Map center: 1135036, 105177



Legend

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



Scale: 1:5,179

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

192nd Plaza LLC
192 SE 34th Street, Suite 106
PMB 341
Camas, WA 98607



Grantors:

192nd Plaza LLC; 192nd Plaza South, LLC; Westridge Lofts, LLC; Tenants in Common

Grantees:

192nd Plaza LLC; 192nd Plaza South, LLC; Westridge Lofts, LLC; Tenants in Common

Abbreviated Legal/Parcel Nos.:

Tax lot 126454004, 986028602, 126454005, 126454006, 126465000, Section 5, Township 1 North, Range 3 East of the Willamette Meridian.

**CROSS ACCESS, USE AND MAINTENANCE DECLARATION
AND EASEMENT FOR PLAZA SOUTH & LOFTS**

WHEREAS, Declarants, 192nd Plaza, LLC, 192nd Plaza South, LLC; Westridge Lofts, LLC, are the owners of certain property in the City of Vancouver, County of Clark, State of Washington, which is legally described below;

NOW, THEREFORE, Declarants hereby declare that all of the Property described below shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each lot owner thereof.

THIS DECLARATION ("CC&R's" of "Covenant") is recorded to serve the lots or property described below. This Agreement and Covenant touches and concerns the land and shall run with the land for as long as the access and other easements and other improvements described below are used to serve one or more of the lots described below.

1. Property. The Property shall be broken into separate components or areas for the purposes of the operation of this Covenant, which are described as follows:

(a) "Plaza" shall mean lots 1 and 2 of a subdivision of the City of Vancouver in the Clark County, commonly known as 192nd Avenue Plaza, a short subdivision, recorded

in Book of Plats at book Number 3, at page 948, records of Clark County, Washington, consisting of tax serial numbers 126454004, 986028602 in Section 5, Township 1 North, Range 3 East of the Willamette Meridian. 192nd Plaza LLC is the owner of Plaza.

(b) "Plaza South" shall mean Lot 5 of that Short Plat recorded in Book 3 at Page 859, records of Clark County, Washington, consisting of tax serial number 126454005 in Section 5, Township 1 North, Range 3 East of the Willamette Meridian, as the boundary between lots 5 and 6 are to be adjusted.

(1) As the boundaries of lot 5 are to be adjusted by boundary line adjustment, Lot 5 shall be described as follows:

A parcel of property being a portion of Lots 5 and 6 of that Short Plat recorded in Book 3 at Page 859 Clark County, Washington records located in the Northwest quarter of Section 5, Township 1 North, Range 3 East of the Willamette Meridian in Clark County, Washington, said parcel being further described as follows:

BEGINNING at the Southeast corner of said Lot 5;

THENCE North 88° 42' 49" West along the South line of said Lot 5 a distance of 170.20 feet;

THENCE South 01° 11' 35" West 71.50 feet;

THENCE North 88° 48' 25" West 77.25 feet to the West line of said Lot 6;

THENCE North 01° 11' 35" East along said West line and the West line of said Lot 5 a distance of 332.11 feet to the Northwest corner of said Lot 5;

THENCE South 88° 42' 49" East along the North line of said Lot 5 a distance of 247.50 feet to the Northeast corner of said Lot 5;

THENCE South 01° 12' 16" West along the East line of said Lot 5 a distance of 260.49 feet to the POINT OF BEGINNING.

(2) 192nd Plaza South, LLC, is the owner of Plaza South.

(3) Contemporaneously with the recording of this CROSS ACCESS, USE AND MAINTENANCE DECLARATION AND EASEMENT herein, Lot 5 of Plaza South (which at its common boundary with Lot 6 is being adjusted) is being divided by the recording of a short plat of lot of 5 into two lots, lot 1 & 2 of that short plat. Those lots shall be referred to as lot 1 and/or lot 2 of lot 5, and those lots means lots 1 and 2 as shown on the recorded copy of the short plat.

(c) "Lofts" shall mean Lot 6, as its boundary is to be adjusted by boundary line adjustment, and lot 7, of that Short Plat recorded in Book 3 at Page 859, records of Clark County, Washington, consisting of tax serial numbers 126465000 and 126465000, respectively, in Section 5, Township 1 North, Range 3 East of the Willamette Meridian. The boundary of lot 6 shall be adjusted by boundary line adjustment so that Lot 6 is described as follows:

A parcel of property being a portion of Lot 6 of that Short Plat recorded in Book 3 at Page 859 Clark County, Washington records located in the Northwest quarter of Section 5, Township 1 North, Range 3 East of the Willamette Meridian in Clark County, Washington, said parcel being further described as follows:

BEGINNING at the Northeast corner of said Lot 6;

THENCE North 88° 42' 49" West along the North line of said Lot 6 a distance of 170.20 feet;

THENCE South 01° 11' 35" West 71.50 feet;

THENCE North 88° 48' 25" West 77.25 feet to the West line of said Lot 6;

THENCE South 01° 11' 35" West along said West line 115.33 feet;

THENCE South 04° 31' 04" East along said West line 50.25 feet;

THENCE South 01° 11' 35" West along said West line 20.95 feet to the Southwest corner of said Lot 6;

THENCE South 88° 42' 49" East along the South line of said Lot 6 a distance of 242.40 feet to the Southeast corner of said Lot 6;

THENCE North 01° 12' 16" East along the East line of said Lot 6 a distance of 257.90 feet to the POINT OF BEGINNING.

2. Lot. The term "lot" or "lots" shall refer to lots 1 & 2 of Plaza, lots 5, 6 & 7, referenced above, and lots 1 and 2 of the short plat that has been or will be recorded for lot 5. However, lots 1 & 2 in lot 5, and lot 5, number no more than 2 lots, it being understood that lot 5 consists entirely of such lots 1 and 2.

2A. Site Plan. The term "site plan" shall mean any approved, prevailing site plan map (approved by and on file with the City of Vancouver) for any portion of the Property.

3. Owners. The term "owner" shall mean the record owner or owners of fee simple title to any lot within the Property (except that lots 5, and lots 1 & 2 of lot 5 shall constitute only

two lots), including contract purchasers but excluding those holding such interest merely as a security for the performance of an obligation. An owner or lot owner shall only be an "owner" during the period of lot ownership or contract purchase.

4. Access Easements. (a) Access Across Plaza. Except across the footprint of a building as constructed or for which the building footprint has been approved by the City of Vancouver pending construction, there is hereby conveyed to the owners of any lot in Plaza South and Lofts, their heirs, successors and assigns, a right of access (Access Easement) across Plaza to and from SE 20th Street as shown on the prevailing approved short plat/plat and site plan for Plaza, through the approved site plan for Plaza, but only across the paved surface immediately adjacent to the parking stalls shown on the east boundary of the short plat and the approved site plan for Plaza.

(b) Cross Access to NE 192nd Ave. Except across the footprint of a building as constructed or for which the building footprint has been approved by the City of Vancouver pending construction, site plan approved parking stalls, and other site plan approved structures that interfere with vehicle movement, there is hereby conveyed to the owners of any lot in Plaza, Plaza South and Lofts, their heirs, successors and assigns, access (Access Easement) to and from NE 192nd Avenue at any access point to or from 192nd that is shown on any prevailing municipally approved site plan for Plaza, Plaza South and Lofts, effective upon final site plan approval. Access to and from shall be through paved areas that are intended for vehicle movement, exclusive of parking stalls.

5. Set-back Easement. In Plaza South and Lofts there is created a Set-back Easement around any buildings, as a building may be constructed or as shown on any prevailing approved site plan and/or short plat/plat, which may or may not be shown as a Fire Separation Easement, as set forth in this section. With respect to every exterior wall of a building - except where a building wall is contiguous (although not precisely touching) to the west boundary of a site plan - where such building wall borders NE 192nd Avenue, no other building or structure shown on the approved site plan and/or short plat/plat shall be constructed within twenty-five feet of a building wall that would cause a limitation or restriction on the size, location or the maximum number of windows that may be installed in any such wall pursuant to any adopted governmental code, rule or law. Such 25-foot area out from each constructed or approved building wall shall be an easement in favor of such building against any building or structure encroaching into such 25-foot area contrary to this section. The easement contiguous to a building shall be an easement appurtenant to, for the benefit of, and conveyed to, the owner of the building to which the easement is contiguous, and the owner's heirs, assigns and successors in interest to the building for so long as the owner or such heir, successor or assign owns the building.

6. Plaza/Plaza South Parking Easement. Every lot in Plaza and Plaza South is hereby granted an easement (Parking Easement) to use every prevailing site plan approved and constructed parking stall in Plaza and in Plaza South, except those parking stalls located within Lot 2 of Plaza South.

8. Lofts Parking Easement. Every lot in Lofts is hereby granted an easement (Parking Easement) to use every prevailing site plan approved and constructed parking stall in Lofts.

9. Easement Scope. The scope of any Access Easement, and the Parking Easements in Plaza South and Lofts, shall include an easement for all utilities, such as but not limited to, telephone lines, water service, cable TV, storm drainage, and natural gas, except across areas on which a building is located or on which a building is planned or approved for location. The scope of the easement shall also include any storm water system constructed as a part of the development of the site plan required by the City of Vancouver for any approved site plan in Plaza South or Lofts or their buildings and related improvements. "Storm water system" refers to a system of storm water collection, detention, infiltration and treatment facilities, which may include related fixtures such as, but not limited to, manholes, filters, collection lines, rain gardens, catch basins, and drywell(s), which may be above or below ground. The storm water system is the system that services the lot within its boundaries, and also includes a drainage swale, buried perforated pipe, and overflow and observation well, if constructed and installed under the surface of an Access Easement or a Parking Easement.

The rights to use these easements created hereby shall be associated with the ownership of each lot, and shall transfer with changes in ownership of a lot to the new owner of a lot, automatically upon the sale or conveyance of a lot, and the former owner shall thereafter cease to have any interest or rights in the easements and improvements, or money contributed for their maintenance.

10. Responsibility for Easement Maintenance. (a) The Owners of Lots 1 and 2 of Plaza shall be jointly responsible for the maintenance and upkeep of the Access Easement in favor of Plaza South and Lofts, and the Parking Easement in favor of Plaza South, except any storm water system or utility service component installed for the benefit of Plaza South or Lofts. Any person who causes an easement or its improvements to be disturbed or damaged shall immediately restore the easement or improvement, including surface improvements, to the same condition that the easement or improvement was in immediately prior to disturbance or damage. Any area or structure disturbed or damaged, including landscape areas, shall be immediately restored to its condition immediately prior to damage or disturbance.

(b) The Owners of Lots 1 and 2 of Plaza South shall be jointly responsible for the maintenance and upkeep of the Access Easements and Parking Easements on Plaza South for the benefit of the lot Owners of lots in Plaza and Lofts.

(c) The Owners of the lots in Lofts shall be jointly responsible for the maintenance and upkeep of Access Easements on Lofts for the benefit of the lot Owners of lots in Plaza and Plaza South.

11. Responsibility for Common Area Maintenance. (a) The Owners of Lots 1 and 2 of Plaza South shall be jointly responsible for the maintenance and upkeep of all portions of
PLAZA SO/LOFTS CROSS ACCESS, USE AND MAINTENANCE DECLARATION 021712 - page 5

Plaza South that are not in a building, or patio or sidewalk areas where connected to a building, except for paved areas on Lot 2, the maintenance for which shall be the sole responsibility of the owner of Lot 2. The owner of a building shall be responsible to maintain the building and all patio or sidewalk areas connected to the building. Any person who causes an easement or its improvements to be disturbed or damaged shall immediately restore the easement or improvement, including surface improvements, to the same condition that the easement or improvement was in immediately prior to disturbance or damage. Any area or structure disturbed or damaged, including landscape areas, shall be immediately restored to its condition immediately prior to damage or disturbance.

(b) The Owners of Lots 6 and 7 in Lofts shall be jointly responsible for the maintenance and upkeep of all portions of Lofts that are not in a building or patio or sidewalk areas where connected to a building. The owner of a building shall be responsible to maintain the building and all patio or sidewalk areas connected to the building. Any lot owner who disturbs or damages any portion of Lofts or its improvements shall immediately restore such portion to the same condition that the portion was in immediately prior to disturbance or damage. Any area or structure disturbed or damaged, including landscaped areas, shall be immediately restored to its condition immediately prior to damage or disturbance.

12. Standards of Maintenance.

A. Any Access Easement, Parking Easement, and associated improvements, as constructed or installed within an Access Easement or Parking Easement, shall be maintained and repaired as required to the construction or installation standard to which it was originally constructed or installed, and shall be maintained in a safe condition to allow free and reasonable passage of such vehicular and pedestrian traffic as may be reasonable and necessary in order that all lot owners may enjoy full and free use of the Parking Easement, and Access Easement providing access to their respective lots. The Access Easement and Parking Easement within Plaza South shall be maintained by the Plaza South lot owners except that paved areas on Lot 2 shall be the responsibility of the Owner of that Lot. The Access Easement and Parking Easement within Lofts shall be maintained by the Lofts lot owners. The Access Easement and Parking Easement across Plaza shall be maintained by Plaza lot owners. Maintenance shall include, but shall not be limited to, parking stall and access striping, pavement surfacing, shoulder maintenance, signs, storm water drainage facilities (if any) and vegetation maintenance and control. However, a lot owner obtaining a land use approval that is in addition to the approvals given that are associated with the site plan or any platting approval shall be responsible for the initial installation of any additional improvements required for any more recent land use approval.

B. The lot owners in Plaza South, for Plaza South, and the lot owners, for Lofts, for Lofts, shall be responsible for the proper operation and maintenance of any storm water system, facilities or improvements installed as a part of the required improvements for the development of Plaza South or Lofts, as the case may be, or

non-building improvements on individual lots, except that sidewalk and patio area where connected to a building shall be the responsibility of the owner of that building; provided the Plaza South lots owner shall only have responsibility for Plaza South and the Lofts lot owners shall only have responsibility for Lofts. The owner of a building shall be responsible to maintain his building, and sidewalks and patios where connected to such building, in their original or City-approved condition, temporary reasonable wear and tear excepted. Any water quality and containment facilities, including but not limited to any drainage swale, buried perforated pipe, overflow and observation well, rain gardens, or similar facilities, shall be maintained and repaired as required to the construction or installation standard to which the same were originally constructed or installed, and as required by the Vancouver Municipal Code storm water requirements; and shall be maintained to operate as they were designed. No filling of any swale shall be allowed, and no dirt, grass clippings, lawn or landscape debris, or other refuse shall be dumped into any swale or drainage facility. No trees or shrubs shall be located in any swale, nor anything else done that would interfere with the functioning of any required storm water facilities as they were designed and installed originally. However, a lot owner obtaining a land use approval that is in addition to the approvals given that are associated with the short plan approval shall be responsible for the initial installation of any additional improvements required for that land use approval.

C. Any landscaping installed as a condition of land use approval, as constructed or installed within Plaza South or Lofts shall be maintained as required by the conditions of any land use approval. However, a lot owner obtaining a land use approval that is in addition to the approvals given that are associated with the site plan or platting approval shall be responsible for the initial installation of any additional improvements required for a more recent land use approval.

D. No lot owner shall use any portion of Plaza South or Lofts, or any required storm water system or required landscape area, beyond ordinary wear and tear for the purposes of the uses permitted by the city for the lots. No lot owner shall use any Access Easement, Parking Easement, required landscaping or any storm water system in a manner that results in damage to the easement, landscaping, or storm water system. A lot owner who does cause, or allows to be caused, damage to any Access Easement, Parking Easement, required landscaping, or any storm water system or facilities (other than reasonable wear and tear) shall be solely responsible for any repairs required thereby, and shall be liable to the other lots owner or any person damaged for the cost of such repair. Lot owners are responsible to other lot owners for the acts or omissions of the tenants and lot owners or tenants business invitees, employees, agents, or independent contractors. Upon the agreement of both lot owners in either Plaza South or Lofts, such liability may be satisfied by payment to any fund(s) maintained for the maintenance of Plaza South or Lofts, as the case may be, and the respective Access Easement, Parking Easement, including any required landscaping or storm water system, or any other portion of Plaza South or Lofts, as the

case may be.

E. Any person engaged on the Property in the installation, maintenance and/or repair, or causing such installation, maintenance and/or repair, shall immediately thereafter restore any land or its improvements that were disturbed to the condition that the land or improvement was in prior to any such installation, maintenance and/or repair, as nearly as practicable given the nature of the installation, maintenance and/or repair. All installation, maintenance and/or repair shall be in accordance with any applicable conditions of any governing land use approval by the City of Vancouver. Any disturbed area of the Properties shall be repaired to equal or better condition than prior to disturbance including backfilling, compaction, landscaping, surfacing, or other impacts within a timely manner and with professional workmanship.

F. No lot owner or lot occupant shall park any vehicle, or do any other thing, in such a way as to intentionally or unintentionally, block or interfere with the neighboring lot owner's or occupier's use of, or access to, the Access Easement, Parking Easement, or any storm water system.

G. Common vehicular access shall be limited to the paved surfaces, or access and egress to Parking Stalls, or site plan approved accesses to a public road, all as constructed.

13. Responsibility of Owners. Within Plaza South and within Lofts, separately, a "responsible owner", one for Plaza South, and one for Lofts, shall be designated for purposes of administering this Agreement for Plaza South and Lofts separately. The Declarant for the respective area, whether Plaza South or Lofts, shall be and remain the responsible owner for that area until the selection of another responsible owner. An affirmative vote of a majority of the owners of the lots for Plaza South, or for Lofts, shall be sufficient to select another responsible owner for Plaza South, or for Lofts. When a new responsible owner is selected, the previous responsible owner shall call a meeting of the lot owners for the purpose of explaining the duties of the "responsible owner", choosing a new "responsible owner", and giving to the responsible owner the authority to expend monies collected to date together with any bank accounts and bank statements related to this matter.

When a Declarant for an area ceases to be the responsible owner, the "responsible owner" shall serve for a minimum of one year. The responsible owner may call all lot owners together so that they may select a new "responsible owner" and assign maintenance duties, monies and statements over to the new responsible owner at that time. Once Declarant ceases to be the responsible owner, the responsible owner shall rotate on a biennial basis between the two lot owners subject to this agreement.

At the option of a Declarant acting as the responsible owner, or upon agreement of both lot owners, the two lots may be incorporated as a nonprofit corporation to administer this agreement, with the corporation acting as the responsible owner.

PLAZA SO/LOFTS CROSS ACCESS, USE AND MAINTENANCE DECLARATION 021712 - page 8

14. Funds.

A. Normal Expenses. Within Plaza South, or within Lofts, as the case may be, upon the sale of a lot by a Declarant, the owner of each lot within that Declarant's area shall pay a sum reasonably estimated in good faith by the responsible owner, and reflected in a budget prepared by him, that is necessary to cover the pro-rata share of normal maintenance expenses necessary to be paid on a monthly basis for the 365 days that follow; provided that the Responsible Owner may adjust such sum to reflect actual expenses and new estimates, and effectuate a change in monthly payments as necessary to cover any new sum so determined. The per lot pro-rata share shall be increased each year beginning in 2014 by the State of Washington construction price index factor set annually by the Engineering News Record (ENR) to account for inflation on future costs. By "pro rata" this Declaration shall mean in the proportion that the square foot space that one building bears to the square foot space of the other building, as measured on the exterior of the buildings, which shall be reasonably determined by the Responsible Owner.

B. Extraordinary Repairs. The responsible owner may at any time assess additional charges for emergency repairs or extraordinary repairs where approval of such charges is made in writing, either by the Declarant acting as the responsible owner, or by the owners of all the lots within either Plaza South or Lofts.

C. Lot Owner Improvements. Upon the completion of the installation, construction, erection, alteration, repair, and maintenance involving disruption or disturbance of the surface of a lot or easement, or any storm water system, on, over or under a lot or easement, the surface of the lot or easement, including land improvements, such as paving surface and landscaping, shall be restored by and at expense of the party(s) causing the disruption or disturbance to the condition that the area restored or repaired was in immediately prior to the condition causing the restoration or repair.

D. Structures. No structure of any kind shall be built or placed, or allowed to be built or placed, in an Access Easement or a Parking Easement except the common access surfaces, any City-required storm water facilities or structures, and Parking Stall in a Parking Easement.

15. Collections and Expenditures. The responsible owner shall have the authority to collect funds provided herein and to contract for purposes of accomplishing the provisions of this agreement. In so acting, said owner shall be acting on behalf of the lot owners who are within either Plaza South or Lofts, as the case may be, for the limited purposes described herein.

All monies collected for any purpose under this Covenant herein shall be maintained in a fund in a financial institution, which shall only be expended or withdrawn for the purposes stated in this Declaration, or which can be necessarily implied therefrom, or for the maintenance of the fund, except as 100% of the ownership representing both lots shall agree in writing to the contrary.

Upon the sale of a lot by a Declarant, periodic payments to the fund for the payment or funding of maintenance obligations shall be paid in such amounts and at sufficient intervals so as to insure that the necessary funds for maintenance and repair are available for maintenance and repair when maintenance or repair become necessary. The responsible owner may seek estimates from qualified professionals to determine the future anticipated and estimated expenses that can be expected to arise in order to determine the suitable amount for periodic and/or extraordinary payments to the fund for maintenance (including repair). In establishing such amounts, neither the responsible owner, nor the lots owners, shall have any liability for errors in judgment reasonably exercised honestly and in good faith.

Upon sale of a lot, the lot owner shall not be entitled to a refund for monies previously collected and in a fund for maintenance and repair.

16. Changes. A responsible owner shall annually review the charges set forth herein and may change the charges specified herein. At the discretion of the responsible owner, section 14A charges may be collected quarterly, semi-annually or annually. Except as hereinafter provided in 19, below, any other changes to this Declaration shall be approved in writing, recorded in the real estate recording records of Clark County, and signed by the ownership of 75% of all lot owners except that at least one such lot owner signature must be from Plaza if the rights of Plaza are affected thereby, and at least one such lot owner must be from Plaza South and Lofts.

17. Administration. Plaza, Plaza South, and Lofts shall be administered separately, except that any lot owner may call a meeting of all lot owners if all three area will be affected by the subject matter of the meeting. Upon the sale of a lot by a Declarant, it shall be the policy of the lot owners to establish and maintain an account with a banking institution for the deposit of sufficient funds for the maintenance obligations of the lot owners.

The responsible owner shall be authorized to open and maintain bank accounts and engage the services of licensed professionals to assist in the administration of this agreement. In the event charges are not paid by a lot owner when due, an action to collect the charges shall be initiated by the other owner. Any non-payment of annual assessments plus any legal costs and reasonable attorney's fees to obtain recovery shall be paid by the non-payee. The signature of the responsible owner and at least one other owner shall be required to write checks or make withdrawals on any account containing the funds collected as provided herein.

Fiscal Assessment Period. Each charge or assessment shall be fixed in advance on or about the 1st day of January of each year commencing after the sale of a lot in the subdivision Declarant, covering the ensuing twelve (12) months and ending the 31st day of December of the following year. Except as provided in 14A, each such charge or assessment shall be due and payable on the 15th day of January in the year that it is fixed, and if it is not then paid, it shall thereafter be delinquent and bear interest at the rate of twelve percent (12%) per annum. Any monthly or quarterly payment not paid by the fifth of the month for which it is due, or the fifteen on the first month of the quarter for which it is due, shall thereafter be delinquent and bear interest at the rate of twelve percent (12%) per annum. If not paid, the responsible owner or designated representative shall elect to file a lien on said lot with the delinquent lot owner liable for the expenses, costs and disbursements, including all reasonable attorneys' fees and fees for collections and processing.

Subordination of Lien. The lien for assessments shall be subordinate to the lien of any first mortgage or deed of trust, except that sale according to a decree of foreclosure shall not relieve the lot from liability for any unpaid assessment which becomes a lien prior to such sale or transfer.

Meetings. Upon ten days advance written notice, meetings of the lot owners may be called by any one lot owners in order to discuss issues of importance to the lot owners. Meetings shall be open to all lot owners of record and their authorized agents. Actions may be taken at such meetings by majority vote. Alternatively, action may be taken without a meeting by a writing signed by all lot owners.

18. Continuing Obligation. The agreements herein are necessary for the full use and enjoyment of the Property described herein and shall be binding upon all owners, their heirs, successors or assigns. In the event any property changes hands, the new owner shall be responsible for all past due charges outstanding against the lot at the time of transfer.

19. Changes to This Document. For a period of seven years from the date of the recording of this document, the NE 192nd Plaza, LLC, reserves the right to impose and record changes, which shall be effective upon the statement and recording of a document to that effect with the signature of only the NE 192nd Plaza, LLC.

20. Declarant. Declarant for Plaza shall be 192nd Plaza, LLC, or any successor of 192nd Plaza, LLC to the simultaneous acquisition and ownership of both lots in the Plaza. Declarant for Plaza South shall be 192nd Plaza South, LLC, or any successor of 192nd Plaza South, LLC to the simultaneous acquisition and ownership of both lots in Plaza South. Declarant for Lofts, shall be Westridge Lofts, LLC, or any successor to Westridge Lofts, LLC, to the simultaneous acquisition and ownership of both lots in Lofts.

21. Severability. Invalidation of any one of this Covenant by judgment or court order shall in no way affect any other provisions that shall remain in full force and effect.

PLAZA SO/LOFTS CROSS ACCESS, USE AND MAINTENANCE DECLARATION 021712 - page 11

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, has hereunto set its hand and seal this ___ day of _____, 2012

192nd Plaza, LLC:

by _____

by _____

192nd Plaza South, LLC:

by _____

by _____

Westridge Lofts, LLC:

by _____

by _____

STATE OF WASHINGTON }
 } SS.
County of Clark }

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that _____ signed this instrument on oath, stated that _____ was authorized to execute the instrument and acknowledged it as the member of 192nd Plaza, LLC to the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: _____

(signature of notary)

(Notary's Printed Name)

NOTARY PUBLIC in and for the State of Washington,
Residing at
My appointment expires:

STATE OF WASHINGTON }
 } SS.
County of Clark }

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that _____ signed this instrument on oath, stated that _____ was authorized to execute the instrument and acknowledged it as the member of 192nd Plaza South, LLC to the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

DATED: _____

(signature of notary)

(Notary's Printed Name)

NOTARY PUBLIC in and for the State of Washington,
Residing at
My appointment expires:

STATE OF WASHINGTON }
 }
County of Clark } *SS.*

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

DATED: _____

(signature of notary)

(Notary's Printed Name)

NOTARY PUBLIC in and for the State of Washington,
Residing at
My appointment expires:

SITE PLAN NOTES

- 1) UNIMPROVED SHALL BE TO REMAIN UNLESS OTHERWISE SHOWN ON THIS PLAN.
- 2) EXISTING UTILITIES SHALL BE SHOWN AS NOTED ON THE ATTACHED UTILITY PLAN.
- 3) ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48" BELOW FINISHED GRADE.
- 4) ALL UTILITIES SHALL BE PROTECTED BY CONCRETE OR METAL CASING.
- 5) ALL UTILITIES SHALL BE PROTECTED BY CONCRETE OR METAL CASING.
- 6) ALL UTILITIES SHALL BE PROTECTED BY CONCRETE OR METAL CASING.
- 7) ALL UTILITIES SHALL BE PROTECTED BY CONCRETE OR METAL CASING.
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- 18) ALL UTILITIES SHALL BE PROTECTED BY CONCRETE OR METAL CASING.
- 19) ALL UTILITIES SHALL BE PROTECTED BY CONCRETE OR METAL CASING.
- 20) ALL UTILITIES SHALL BE PROTECTED BY CONCRETE OR METAL CASING.

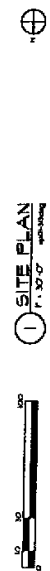
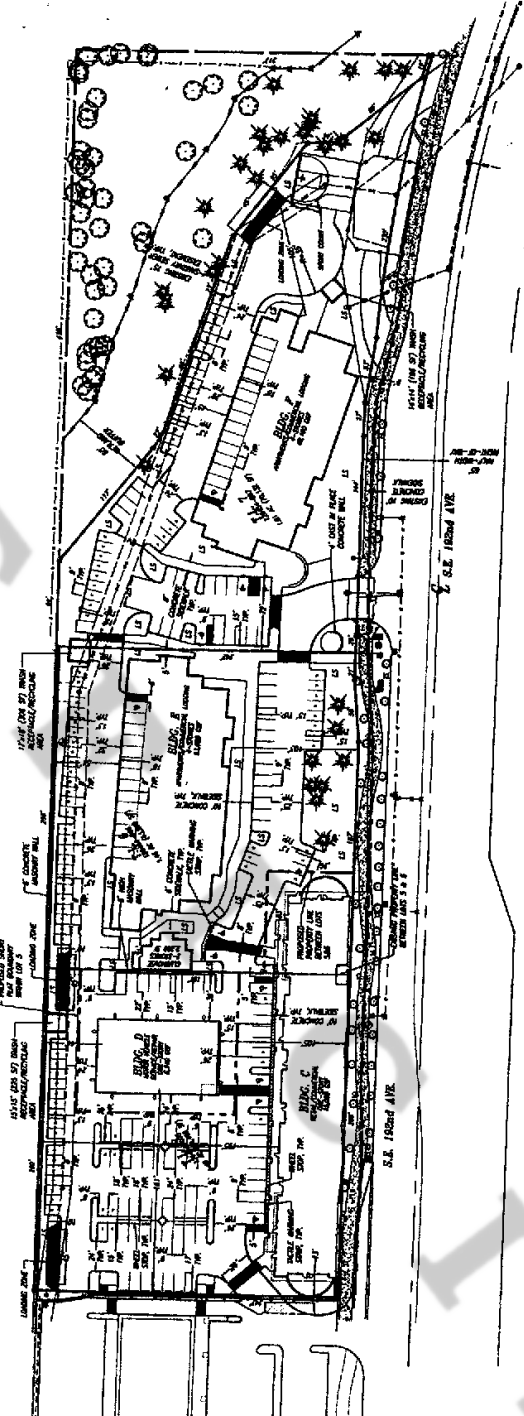
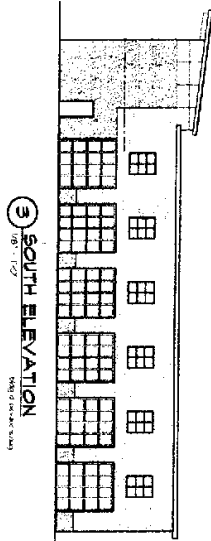
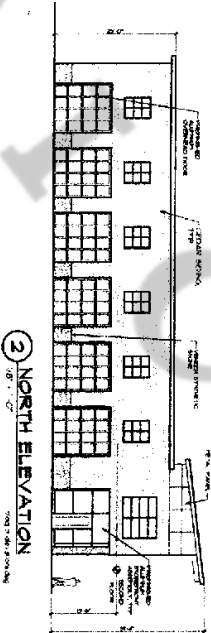


EXHIBIT
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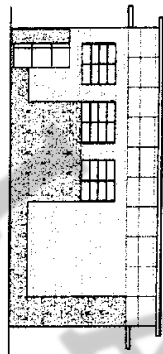
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D.
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3 SOUTH ELEVATION
 10' x 12'



2 NORTH ELEVATION
 10' x 12'



1 WEST ELEVATION
 10' x 12'



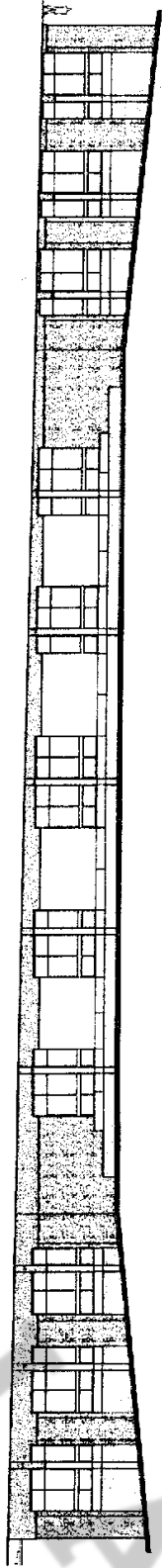
4 EAST ELEVATION
 10' x 12'

ERIC LANCIAULT ARCHITECT
 300 WEST 23RD STREET
 NEW YORK, NY 10011

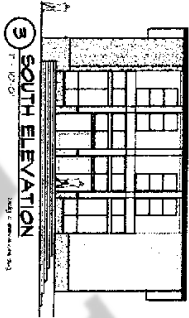
NOT FOR CONSTRUCTION

NO.	REVISION	DATE

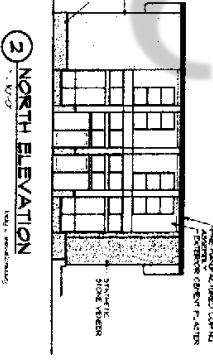
PRELIMINARY SITE PLAN REVIEW
A3.02
192nd PLAZA SOUTH & WEST RIDGE LOFTS, RETAIL & APARTMENTS
 APPROVED FOR AS DETERMINED
 DATE: 04/11/2017
 BUILDING DEPARTMENT



1 WEST ELEVATION
SCALE: 1/8" = 1'-0"



3 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



2 NORTH ELEVATION
SCALE: 1/8" = 1'-0"

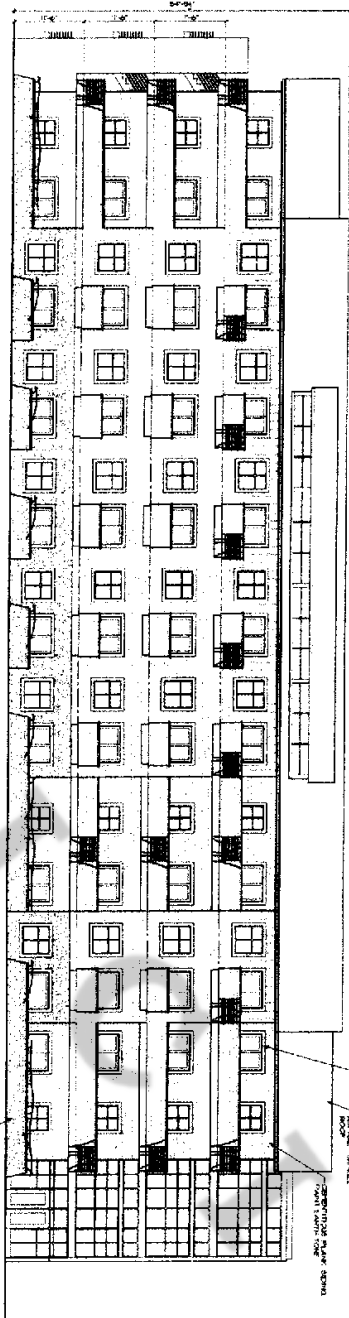
NOT FOR CONSTRUCTION



4 EAST ELEVATION
SCALE: 1/8" = 1'-0"

192nd PLAZA SOUTH & WEST RIDGE LOFTS RETAIL & APARTMENTS
 APPROVED TO AS SHOWN
 DATE: 08/21/2013
 DRAWN BY: [Name]
 CHECKED BY: [Name]
PRELIMINARY SITE PLAN REVIEW
BUILDING C ELEVATIONS
A3.01

UNWOFEEYAL



1 WEST ELEVATION

ERIC LANCIAULT
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NOT FOR CONSTRUCTION



NO.	DATE	DESCRIPTION
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PRELIMINARY SITE PLAN REVIEW
A3.03
192nd PLAZA SOUTH & WEST RIDGE LOFTS RETAIL & APARTMENTS
 APPROVED TO BE DETERMINED
 ...
BUILDING ELEVATIONS

4755948 AMD

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Clark County, WA 04/08/2011 11:35

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Mr. Dean Kirkland
192nd Avenue Station Investors, LLC
19215 SE 34th Street
Camas, WA 98607

Amended Covenant

EXHIBIT

E

(6 pages)

Grantor: 192nd Avenue Station Investors, LLC, 192nd Station Holdings North, LLC, 192nd/20th, LLC.
Grantee: City of Vancouver, State of Washington
Abbreviated Legal: #74 of SEC 32 T2N R3E WM more particularly described in Auditor's File No. 4416150; And also Lots 1, 2 and 3 of Short Plat 3-859 records of Clark County, WA.

Assessor's Tax Parcel Numbers: 126454-001; 126454-002; 126454-003; 177502-000
Other Reference Numbers: 4033236

AMENDMENT TO COVENANT RUNNING WITH THE LAND

This COVENANT amendment is made and effective this 14 day of March 2011, and is by 192nd Avenue Station Investors, LLC, 192nd Station Holdings North, LLC, and 192nd/20th, LLC (hereafter "192nd Station Investors"), to CITY OF VANCOUVER, State of Washington (hereinafter the "City").

Recitals

- A. 192nd Station Investors is the owner or party in interest of certain real property more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (hereafter the "Site").
- B. Per the City's conditional approval of a rezone and comprehensive plan amendment (hereafter the "Rezone") from R-18 and NC to Community Commercial zoning under the City case number PRJ2004-00509/CPZ2004-00007/SEP2004-00055, the original applicant prepared a covenant running with the land containing language to ensure that development of the Site be consistent with certain use and design standards. This covenant was approved by the City Council in the final decision of the project and recorded on August 11, 2005.
- C. The original covenant identified three areas: A, B, and C. The City Council approved the terms of this covenant in the final decision approving PRJ2004-00509/ CPZ2004-00007/ SEP2004-00055.

D. This amendment affects Area A only.

E. Area B is under separate ownership and not affected by this amendment.

NOW, THEREFORE, 192nd Station Investors covenants and agrees, on behalf of itself and all successors and assigns, as follows, it being specifically agreed that this is a covenant which touches, concerns, enhances, benefits and runs with the land:

Covenant

1. Title. 192nd Station Investors is the sole and exclusive owner or party of interest of the Site in Clark County, State of Washington, described in Exhibit "A" hereto.
2. Approval of the Amended Covenant Rezone. The City Council, in approving the Rezone, reviewed and approved the terms of this covenant, and this covenant is incorporated by reference into the final decision approving the Rezone.

3. Conditions

3.1 Area A. For the area located between SE 15th Street and the eastward extension of SE 20th Street, east of 192nd Avenue (Parcel 177502-000) and the portion of Parcel 126454-000 that is north of the extension of SE 20th Street), which area is shown as Area A on the map attached as Exhibit "B," the following standards shall apply:

- (a) Densities. Overall development of the area bordered by 192nd on the east, SE 15th Street on the north, and SE 20th Street on the south, shall provide a minimum floor area ratio (FAR) of .4 to 1 or a total of .40 sq. ft. of gross area per 1 square foot of site area is required. Two story structures are encouraged in order to accomplish this development density while still providing required parking, landscaping, and pedestrian amenities.
- (b) Minimum Setback Requirements: The development within Area A shall be pedestrian-oriented toward the arterial frontages of SE 192nd Avenue, SE 15th Street, and SE 20th Street. To achieve the best state-of-the-practice pedestrian-oriented community commercial development, the applicant has filed and received a variance to the VMC setback standards to allow for a one to five foot setback along street frontages. This amendment shall impose the one to five foot minimum street side setback requirement.
- (c) For buildings totaling at least 75% of the total building square footage in Area A, the maximum setback from a public street shall be 20', except: A maximum setback of 35' is permitted for up to 50% of the primary building façade only if the following criteria are met.

(1) A public plaza, courtyard, artwork, kiosk or information center or transit stop and shelter of at least 15' in depth is provided between the public right-of-way and the building on at least one frontage; and

(2) Parking is not provided between the public right-of-way and the building.

In addition, buildings comprising up to 25% of the building square footage may be set back into the development.

- (d) Open Storage. Open storage is prohibited. Long-term parking of operational company cars, light trucks, and vans within parking lots shall not be construed to be open storage.
- (e) Parking/Drive Thru Lanes. A maximum of two drive thru lanes shall be allowed as long as they are compatible with the setback requirements as amended herein and limit their impact to the pedestrian orientation of the buildings along the street frontage. Drive thru lanes shall be screened from the street. Queuing required for drive thru's shall comply with VMC Chapter 20.950.040
- (f) Building Orientation. All buildings with setbacks of 1 to 35 feet from the right-of-way shall have entrances from the street to allow for pedestrian access. Buildings with drive-thru's along street frontages shall be exempt from the above requirement.
- (g) Frontage. No more than 25 percent of each of the street frontages of Area A may be used for surface parking. This requirement applies to Area A located between 15th and 20th Streets.
- (h) Building Facades.
- (1) Blank walls are not permitted on any street frontage.
 - (2) Visual separation of commercial ground floors and upper floors shall be provided for visual interest and to provide a human scale for those utilizing the ground floors. This may be accomplished by the use of varied textural materials, awnings, overhangs, fascia treatment, or other such methods.
 - (3) At least 75% of the width and 50% of the ground level wall area (total width by 9 feet above grade) of any new or reconstructed building facing a public street or pedestrian way shall be devoted to interest-creating features such as pedestrian entrances, reliefs, murals, landscaping, transparent show or

display windows, or windows affording views into retail, office, or lobby spaces.

- (i) Screening. Screening using trees and landscaping will be installed in a five-foot strip along the eastern property line. Exception to this screening may be approved to create pedestrian connection(s) between Area A and the existing apartment complex to the east of the Site.

3.2 **Area B.** The southern portion of Parcel 126454-000, east of 192nd Avenue, south of the existing Neighborhood Commercial (CN) zoned portion, which area is shown as Area B on the map attached as Exhibit "B shall be reserved for the development of a hotel complex with normal accessory uses either within the hotel building(s) or as separate clear accessory structures. An onsite public restaurant with a bar or lounge may be constructed as an accessory use at the same time or subsequent to the construction of the hotel complex. Other normal accessory uses include personal services such as exercise facilities, spa, salon, postal and internet facilities, gift shop (including personal grooming and over-the-counter medications), and dry cleaning. Except to the extent that the uses are clearly accessory to the hotel use, no other uses normally allowed in the Community Commercial (CC) district are permitted outright or by conditional use permit. The location of the hotel and accessory uses shall minimize the removal of mature trees on the site. Signage for any accessory uses, that would be visible from the right-of-way, is limited to inclusion on the main hotel sign in manner clearly subsidiary to the hotel use. No separate or individual freestanding signs for accessory uses, visible from the right-of-way, shall be allowed. Screening using trees and landscaping will be installed along the eastern property line.

3.3 **Area C.** The portion Parcel 126454-000 that was zoned Neighborhood Commercial (CN) prior to the date of the rezone, shown as Area C on the map attached as Exhibit "B" may be developed in accordance with adopted Community Commercial (CC) standards, without additional limitation. Screening using trees and landscaping will be installed along the eastern property line.

3.4 **Process.** Proposed development shall be designed and submitted as single complete project, so that a coordinated, integrated, and unified development site plan can be reviewed and approved as a unit. If the project is to be completed in phases, a phasing plan shall be submitted with the development plan. The phasing plan shall be in the form of an annotated map accompanied by a written explanation. Changes may be made to the approved development plan only through the City's post-decision review process and/or other applicable processes so long as the changes are consistent with the rezone agreement.

4. **Performance.** At such time as any signatory hereto shall cease to have legal rights of control over the use and development of the Site, such signatory shall not be bound to the extent of the loss of such control to perform any contractual duties hereunder arising after the cessation of such right of control, but such signatory shall continue to be bound to

perform contractual duties arising during such right of control and shall continue to be liable hereunder for breaches of such prior contractual duties.

5. **Successors.** This covenant and all of its provisions shall be binding upon 192nd Station Investors and any and all of its assigns and successors in interest into show ownership the Site may pass, and any obligations made herein by 192nd Station Investors shall be enforceable against all of its assigns and successors in interest into whose ownership the Site may pass, and all of them, except as this covenant shall expressly provide to the contrary.
6. **Enforcement.** This covenant may be enforced by the City, or any of its citizens who have standing to do so, through any remedy provided by law or in equity.
7. **Severability.** If any provision of this covenant, or the application of the provision to any person or circumstance, is declared invalid, then the rest of the agreement or the application of the provision to other persons or circumstances shall not be affected.
8. **Authority.** Those signatories who sign on behalf of a corporation are expressly vested by the by-laws of the corporation which they purport to represent with the authority to bind such corporation in the manner in which such signatories have purported to bind their principal herein.
9. **Controlling Law.** In the event of any litigation arising hereunder, or with respect hereto, the law of the State of Washington will control and 192nd Station Investors, and all signatories hereto, do hereby submit themselves personally to the jurisdiction of the courts of the State of Washington, and do hereby agree that any action arising hereunder may be instituted in Clark County Superior Court, if the parties are served, including anywhere not within the State of Washington, by any method authorized by Washington law.
10. **Amendment.** This covenant shall remain in full force and effect until amended, modified, or terminated by the action of the City in zoning proceedings appropriate for that purpose.
11. **Recording.** A copy of this covenant will be filed with the County Auditor.

Dated this 8th day of April, 2011.

192ND AVENUE STATION INVESTORS, LLC

By: [Signature]
Name: DREW G. MILLER
Title: MANAGER

192ND STATION HOLDINGS NORTH, LLC

By: [Signature]
Name: David G. Miller
Title: Manager

192ND /20TH, LLC

By: [Signature]
Name: Larry G. [unclear]
Title: [unclear]