

**5160635 AGR**

RecFee - \$89.00 Pages: 18 - CITY OF VANCOUVER  
Clark County, WA 04/03/2015 01:04



**WHEN RECORDED RETURN TO:**  
City of Vancouver – City Clerk’s Office  
PO Box 1995  
Vancouver, WA 98668-1995

Document Title(s):  
**Development Agreement**

Reference Numbers(s) of Related Documents:

Additional Reference #'s on Page \_\_\_\_\_

Grantor(s):  
**Banfield Pet Hospital Inc; City of Vancouver**

Additional Grantors on Page \_\_\_\_\_

Trustee(s)

Grantee(s):  
**Banfield Pet Hospital Inc; City of Vancouver**

Additional Grantees on Page \_\_\_\_\_

Legal Description: (abbreviated form i.e. lot, block, plat or section township, range, quarter/quarter)  
**NW ¼ Section 31, Township 2 North, Range 3 East of the Willamette**

Additional Legal on Page \_\_\_\_\_

Assessor’s Property Tax Parcel/Account Number:  
**176617-000; 176611-000; 986030486; 986035426**

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.



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

Kelly Orfield  
Banfield Pet Hospital  
8000 NE Tillamook Street  
Portland, OR 97213

**DEVELOPMENT AGREEMENT**

Grantors : Banfield Pet Hospital; City of Vancouver, Washington  
Grantees : Banfield Pet Hospital; City of Vancouver, Washington  
Abbreviated Legal Meridian : NW ¼ Section 31, Township 2 North, Range 3 East of the Willamette Meridian  
Parcel Nos. : Portions of Tax Lots 176617-000, 176611-000, 986030486, and 986035426 (See Exhibit A)

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**Effective Date:** January 15, 2015

**Parties:** BANFIELD PET HOSPITAL, INC.  
an Oregon for-profit corporation  
PO Box 13988  
8000 NE Tillamook  
Portland, OR 97213

And

CITY OF VANCOUVER, WASHINGTON  
a municipal corporation  
City of Vancouver  
P.O. Box 1995  
Vancouver, WA 98668-1995

## RECITALS

A. Columbia Tech Center, LLC is the owner ("Owner") and developer of portions of Parcels described in Exhibit A, which shall hereinafter be referred to as the "Property";

B. Medical Management International, Inc. dba Banfield Pet Hospital ("Banfield") has executed a 15-year lease with the option for extensions with Owner (the "Lease") for the purpose of relocating its North American corporate headquarters to Vancouver, Washington from Portland, Oregon;

C. The City of Vancouver ("City") has proposed a list of possible incentives that Banfield may or may not utilize in exchange for significant economic benefits associated with the relocation of approximately 560 employees to Vancouver and construction of a large corporate headquarters campus (the "Project"). Some of the proposed incentives will require future action by the City Council;

D. Both Banfield and City desire to enter into this Agreement to formalize expectations and responsibilities associated with the location and expansion of Banfield in Vancouver; and

E. Pursuant to RCW 36.70B.170(1), the parties are authorized to enter into a Development Agreement that sets forth the provisions that apply to and govern the development and use of the Property (the "Agreement").

**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 Agreement is to:
  - 2.1 Set forth the expected number of jobs and average wages upon relocation of Banfield's corporate headquarters to Vancouver.
  - 2.2 Set forth the minimum expected capital investment including size and scope of development project and construction timing.
  - 2.3 Set forth the expected job growth targets and timelines during the term of this Agreement.
  - 2.4 Set forth the timing and scope of certain economic development incentives in exchange for performance on initial job creation, capital investment, average wage rates, and future job creation targets.
  - 2.5 Set forth the consequences for failure to perform on any aspect of this Agreement.

3. **Property.** Owner is the owner of the Property; Banfield will lease the Property from Owner for a minimum of 15 years.

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

5. **Banfield's Responsibilities.**

5.1 Preliminary Development Plan. The proposed preliminary site plan for the Project is attached hereto as Exhibit D, which is incorporated herein by this reference (the "Site Plan"). The Site Plan is attached for demonstrative purposes. It reflects the proposal upon which other considerations for review by the City are based. Development of the Project shall be in accordance with the any Final Site Plan approved by the City, or any alterations, changes or amendments thereto that are approved during any subsequent site plan approval process.

5.2 Estimated Construction Value and Planned Capital Investment. Banfield's plans include three three-story office buildings of approximately 206,000 square feet and related improvements which will result in a planned capital investment of \$48-67 million in real property improvements and \$10-14 million in personal property on the Property.

5.3 Job Creation Targets and Average Wages. Banfield commits to transferring at least 560 employees from their current headquarters when the Project is ready for occupancy. Average wages and benefits for employees currently is \$125,000. Banfield commits to pursuing the following employee growth targets at the Vancouver campus: 560 employees initially; 670 total employees within 5 years of occupancy of the Project; and 950 total employees within 15 years of occupancy of the Project;

5.4 Construction Timing. Banfield will proceed in good faith with all steps necessary including obtaining necessary approvals and permits and, subject to force majeure and other matters beyond Banfield's reasonable control, to complete construction of the Project in order to relocate its corporate headquarters to Vancouver within fifteen (15) months of the Effective Date, with construction to commence within forty-five (45) days following issuance of all permits necessary for the construction thereof;

5.5 Fees. Banfield will pay any and all application and user fees not expressly waived or otherwise reduced by Council action.

5.6 Public Dog Park. Banfield shall assume full responsibility for operation of the dog park depicted on the Site Plan, once constructed. Banfield will reimburse the City for any documented design, material, or construction costs for area, features, materials, lighting, structures, landscaping, etc., that are above and beyond the City's responsibilities in Section 6.1 within thirty (30) days of receipt of any invoice from the City.

If, at any time in the future, access to the park by the public is adjusted by Banfield or Owner in a manner which is inconsistent with public access to other City dog parks, Banfield

shall reimburse the City for the full unamortized cost of the park design and improvements paid for by the City within sixty (60) days of being invoiced for such cost. For the purposes of this Agreement, the amortization schedule shall be 15 years and the City's standard for access for public dog parks shall mean that the facility is open to all dogs without any type of screening or selection process. Banfield may however exclude individual animals deemed dangerous or unsafe based upon behavior exhibited in or around the dog park area or if a complaint is received regarding a specific animal.

## 6. City's Responsibilities.

6.1 Public Dog Park. City will be responsible for designing, permitting and constructing a one-acre public off-leash dog park with base level improvements, as defined in the City's comprehensive plan, in conjunction with the Project. The proposed park, to be located in the southeast corner of the Property will be on land to be leased from the Owner. Such park improvements shall include: finished grading, perimeter fence (4' tall black vinyl chain link or wrought iron), entry gate, seeded lawn, perimeter path (asphalt), two park benches, signage, dog waste bag station, garbage disposal can, up to two light fixtures, and irrigation. Additional amenities beyond base improvements requested by Banfield may be incorporated into the design by City and such features shall be paid for by Banfield.

The responsibility to design and construct the public dog park shall be void if Owner or Banfield is unable to execute a long-term public access and maintenance agreement within ninety (90) days of this Agreement in which the City is relieved of any and all future maintenance responsibilities and costs of the park facility, including future ongoing utility costs, with said responsibilities and costs to be covered by Owner or Banfield.

At Banfield's option, which must be exercised within sixty (60) days of the execution of this Agreement, the City's obligation with respect to the dog park may be terminated. In the event of such termination, the City and Banfield will identify replacement public improvements to be undertaken by the City in the vicinity of the Project at an equivalent amount (\$150,000).

6.2 Business License Surcharge Incentive. City Council will hold a public hearing to consider an amendment to VMC 5.04 regarding Business License Surcharge fees to waive the per employee annual fee of \$50 (currently capped at 400 employees and \$20,000 per business annually) substantially as follows:

- For any business that brings 500 or more employees with an average salary of more than 150% of current median individual income levels for the Portland-Vancouver MSA (as of the date of the company's move), the annual business license surcharge fee shall be waived for the first five years following occupancy;

- For any such business that creates 100 jobs, of which 75% must meet the above income levels (as of the date of the company's move), in addition to retaining the initial 500 employees in the first five years, the annual business license surcharge fee shall be waived for the second five year period;
- For any such business that creates 100 jobs, of which 75% must meet the above income levels (as of the date of the start of the second five-year period), in addition to retaining the 600 employees in the second five years, the annual business license surcharge fee shall be waived for the third five year period;

6.3 Traffic Impact Fee Reduction. City Council will hold a public hearing to consider an amendment to VMC 20.915 to reduce Traffic Impact Fees (TIF) by 50%, up to a maximum of \$200,000, for any business that:

- Brings 500 or more employees with an average salary of more than 150% of current median individual income as set by the federal department of Housing and Urban Development (HUD) for the Portland-Vancouver MSA;
- Such jobs shall be filled within one year of building occupancy; and
- Documentation shall be provided to City that satisfactorily demonstrates that the business, not owner or developer, has benefitted from the TIF reduction;

6.4 Street Naming. City Council will hold a public hearing to consider an ordinance renaming either SE 6<sup>th</sup> Way or SE 184<sup>th</sup> Avenue north of Mill Plain adjacent to the project site in recognition of Banfield;

6.5 Building Permit Fee Cap. City will make available reduced building permit fees using a building valuation cap of \$3,000,000 for purposes of calculating applicable building permit plan review and inspection fees for the new buildings. Building permit fees are based on size of building and valuation of improvements as provided for in the building valuation appendices in the version of the International Building Code adopted by City as of the time of permit application;

6.6 Deferral of Sewer Charges. City will provide a temporary deferral of Sewer System Development Charges (SDC's) provided that such deferral is consistent with the City's System Development Surcharge program and state law, and further provided that a maximum 2" water meter is used for each building. This deferral shall not apply to any Water SDC's, and shall be implemented through execution of a separate agreement with City of Vancouver Public Works;

6.7 Dedicated Review Team. City will dedicate an experienced, multi-disciplinary team of review specialists to the project. Such reviewers will include representatives from Building, Planning, Fire, Engineering (Transportation, Water, Sewer, Storm Sewer), and others

as required. This team will be coordinated by a case manager (land use planner) who will ensure that the review team meets target timelines and that public notification requirements are met. Such staff will be available to meet with Banfield's project consultants as often as needed, even before applications are submitted;

6.8 Streamlined Permitting. City will utilize its streamlined review process for land use, engineering, and building permit review which provides for consolidated and expeditious approvals and permits for the proposed buildings and site development, at no additional charge. City commits to completing its review of land use, engineering and building plans, studies and associated application materials within ninety (90) calendar days of submittal. Review time may be added by the City if application materials are not found to be complete within two reviews, if more than three civil engineering reviews are required, or if the project is appealed by a third party;

6.9 Commuting Options Assistance. City will facilitate and attend informational sessions regarding commuting options with Banfield employees and C-Tran staff if so requested by Banfield;

6.10 Child Care Facility Assistance. City staff will contact the Southwest Washington Child Care Consortium (SWWCCC) to explore their interest and ability to create a new child care center either as part of the Project or in the vicinity of the Project, if so requested by Banfield;

7. **Successors.** This Agreement and all of its provisions shall be binding on Banfield and any and all of its assigns and successors in interest.

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

9. **Severability.** If any provision of this 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.

10. **Authority.** Those signatories who sign on behalf of a limited liability company are expressly vested by the governing 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.

11. **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.

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

13. **Default.** In the event either party fails to perform the terms and provisions of this 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 Agreement or any other provision of law.

14. **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.

15. **Construction.** This 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 Agreement shall prevail.

16. **Binding Effect.** This Agreement, or a summary thereof, 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 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 they relate to such parcel.

17. **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 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.

18. **Effective Date.** This Agreement will become effective on signature by the City and Banfield, or its successor (the "Effective Date").

DATED this 20 day of Oct. 2014

CITY OF VANCOUVER a municipal Corporation

By:


  
Eric J. Holmes, City Manager

MEDICAL MANAGEMENT INTERNATIONAL, INC., a Delaware corporation


By:

  
Kelly Orfield, Vice-President, Commercial

Attest

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

Approved as to form

  
E. Bronson Potter, City Attorney

IF " DOCVARIABLE "SWDocIDLocation" 5" = "5" "007566/97204/5957323v2" "" 007566/97204/5957323v2



STATE OF WASHINGTON )  
 ) SS  
COUNTY OF CLARK )

I certify that I know or have satisfactory evidence that Eric Holmes 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 City Manager of the City of Vancouver to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument

Dated this 22 day of October 2014

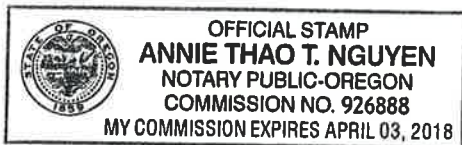


Jennifer J. Brown  
Notary Public for the State of Washington  
Residing at WASHTON, WA  
My commission expires 12-17-14  
Name (print) Jennifer J Brown

STATE OF OREGON )  
 ) SS  
COUNTY OF MULTNOMAH )

I certify that I know or have satisfactory evidence that Kelly Orfield is the person who appeared before me, and said person acknowledged that he is authorized to execute the foregoing document and acknowledges it as the Vice-President, Commercial of Medical Management, International, Inc., a Delaware corporation to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument

Dated this 16 day of Jan 2015



Annie Thao T. Nguyen  
Notary Public for the State of Oregon  
Residing at Portland OR  
My commission expires 4-3-18  
Name (print) Annie Nguyen

EXHIBIT A

PROPERTY LEGAL DESCRIPTION



15741LD1  
04/08/2014  
BRD

VANCOUVER OFFICE

1325 SE Tech Center Drive, Suite 140 • Vancouver, WA 98683  
360.695.3411 • info@mackaysposito.com

EXHIBIT A

ADJUSTED PORTION OF EXHIBIT "E" PER AUDITORS FILE 4890198  
CITY OF VANCOUVER, CLARK COUNTY, WASHINGTON

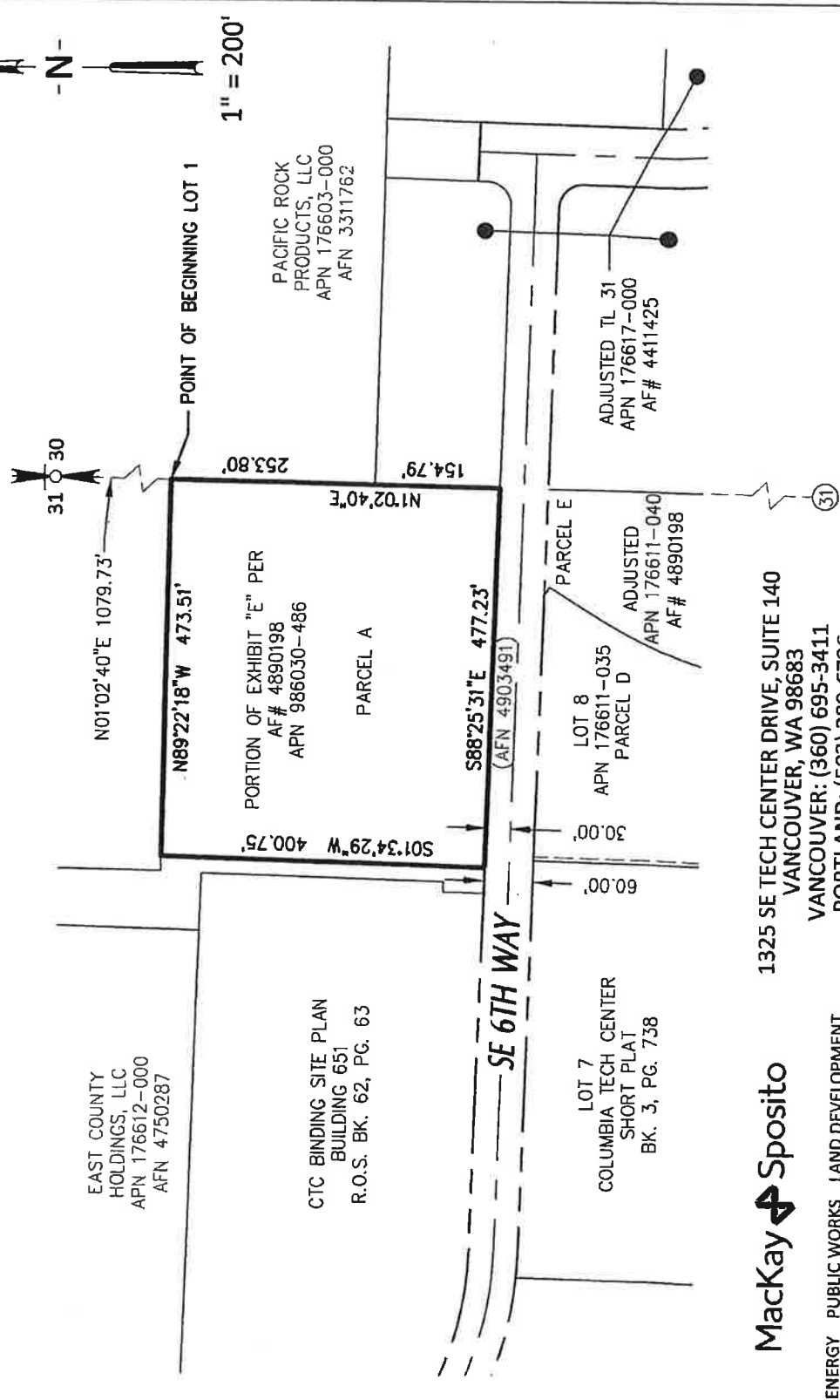
REAL PROPERTY SITUATED IN THE CITY OF VANCOUVER, CLARK COUNTY, WASHINGTON, BEING THAT TRACT OF LAND DESCRIBED AS EXHIBIT "E" OF THAT DECLARATION OF BOUNDARY LINE ADJUSTMENT IN AUDITORS FILE 4890198, LYING IN THE NORTHWEST QUARTER SECTION 31, TOWNSHIP 2 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHEAST CORNER OF SAID EXHIBIT "E" BEING A POINT ON THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 31 DISTANT SOUTH 01°02'40" WEST 1079.73 FEET FROM THE NORTH ONE QUARTER CORNER OF SAID SECTION 31; THENCE ALONG THE NORTH LINE OF SAID EXHIBIT "E", NORTH 89°22'18" WEST 473.51 FEET; THENCE LEAVING SAID NORTH LINE, SOUTH 01°34'29" WEST 400.75 FEET TO THE NORTH RIGHT OF WAY LINE OF SE 6TH WAY (A 60 FOOT RIGHT OF WAY AS DESCRIBED IN AUDITORS FILE 4903491); THENCE ALONG SAID RIGHT OF WAY LINE, SOUTH 88°25'31" EAST 477.23 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE, LEAVING SAID RIGHT OF WAY, NORTH 01°02'40" EAST 408.59 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 4.416 ACRES, MORE OR LESS.



**SKETCH TO ACCOMPANY LEGAL DESCRIPTION**  
**ADJUSTED PORTION OF EXHIBIT "E" AUDITORS FILE NUMBER 4890198**  
 CITY OF VANCOUVER, CLARK COUNTY, WASHINGTON



EAST COUNTY HOLDINGS, LLC  
 APN 176612-000  
 AFN 4750287

CTC BINDING SITE PLAN  
 BUILDING 651  
 R.O.S. BK. 62, PG. 63

PORTION OF EXHIBIT "E" PER  
 AF# 4890198  
 APN 986030-486  
 PARCEL A

LOT 7  
 COLUMBIA TECH CENTER  
 SHORT PLAT  
 BK. 3, PG. 738

LOT 8  
 APN 176611-035  
 PARCEL D

ADJUSTED  
 APN 176611-040  
 AF# 4890198  
 PARCEL E

ADJUSTED TL 31  
 APN 176617-000  
 AF# 4411425

PACIFIC ROCK PRODUCTS, LLC  
 APN 176603-000  
 AFN 3311762

**Mackay Sposito**

ENERGY PUBLIC WORKS LAND DEVELOPMENT  
 www.mackaysposito.com

1325 SE TECH CENTER DRIVE, SUITE 140  
 VANCOUVER, WA 98683  
 VANCOUVER: (360) 695-3411  
 PORTLAND: (503) 289-6726  
 FAX (360) 695-0833

EXHIBIT A

157411D1

VANCOUVER OFFICE

1325 SE Tech Center Drive, Suite 140 • Vancouver, WA 98683  
360.695.3411 • info@mackaysposito.com

**EXHIBIT B**  
**ADJUSTED PORTION OF EXHIBIT "C", AUDITORS FILE 4411425**  
**CITY OF VANCOUVER, CLARK COUNTY, WASHINGTON**

REAL PROPERTY SITUATED IN THE CITY OF VANCOUVER, CLARK COUNTY, WASHINGTON, BEING A PORTION OF THAT TRACT OF LAND DESCRIBED AS EXHIBIT "C" OF THAT DECLARATION OF BOUNDARY LINE ADJUSTMENT IN AUDITORS FILE 4411425, LYING IN THE EAST HALF OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

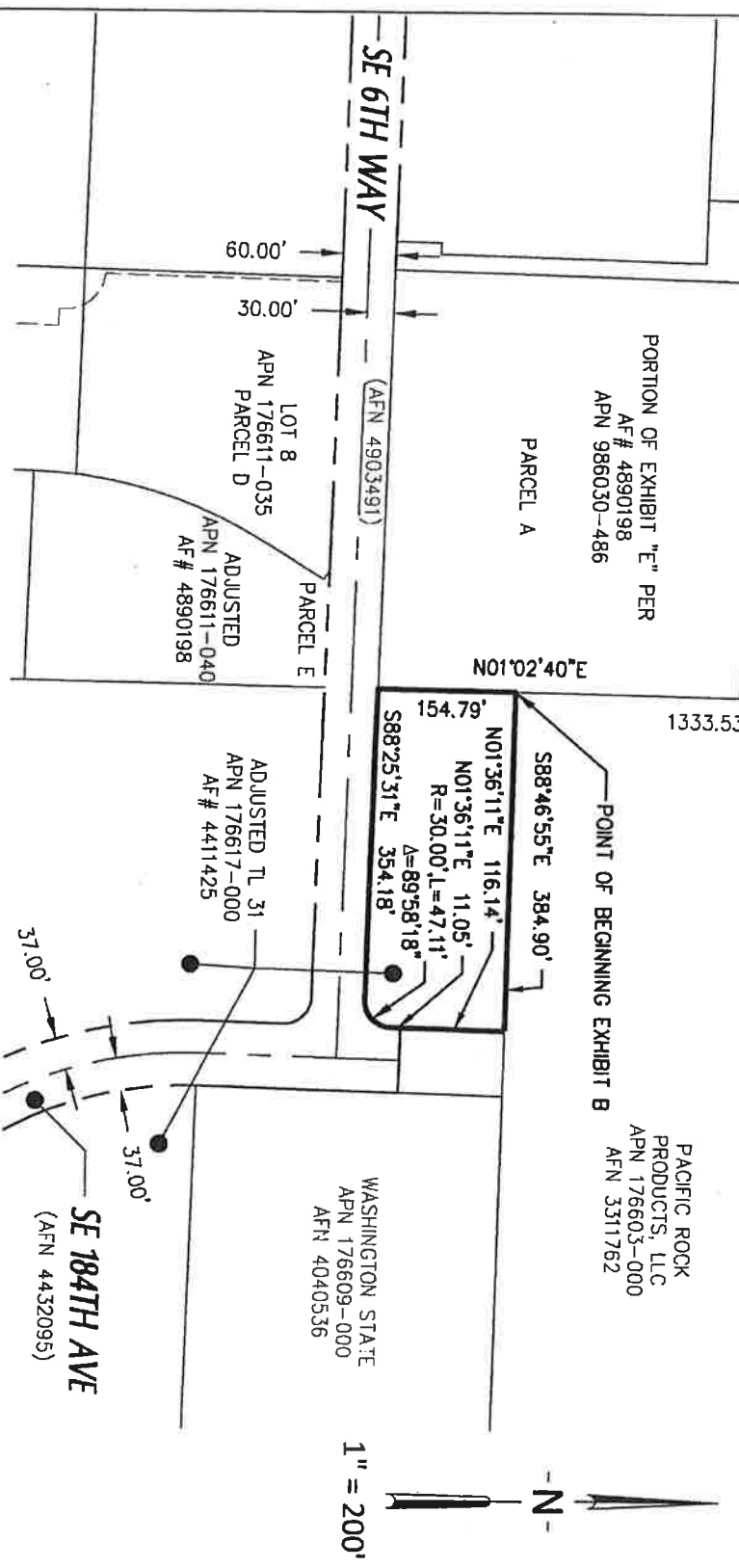
**BEGINNING** AT THE NORTHWEST CORNER OF SAID EXHIBIT "C" BEING A POINT ON THE WEST LINE OF THE SAID EAST HALF OF SECTION 31, DISTANT SOUTH 01°02'40" EAST 1333.53 FEET FROM THE NORTH ONE QUARTER CORNER THEREOF; THENCE ALONG THE NORTH LINE OF SAID EXHIBIT "C" SOUTH 88°46'55" WEST 384.90 FEET TO THE NORTHERLY EXTENSION OF THE WESTERLY RIGHT OF WAY LINE OF SE 184TH AVE, AS DESCRIBED IN AUDITORS FILE NUMBER 4432095; THENCE ALONG SAID EXTENSION AND RIGHT OF WAY LINE SOUTH 01°36'11" EAST 127.19 FEET TO THE NORTH RIGHT OF WAY LINE OF SE 6TH WAY, AS DESCRIBED IN AUDITORS FILE 4903491; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE, ALONG A 30.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 89°58'18", AN ARC DISTANCE OF 47.11 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE NORTH 88°25'31" WEST 354.18' FEET TO THE WEST LINE OF THE SAID EAST HALF; THENCE LEAVING SAID RIGHT OF WAY LINE ALONG SAID WEST LINE NORTH 01°02'40" EAST 154.79 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 1.374 ACRES, MORE OR LESS.



**SKETCH TO ACCOMPANY LEGAL DESCRIPTION  
 PORTION OF EXHIBIT "C",  
 AUDITORS FILE 4411425**

CITY OF VANCOUVER, CLARK COUNTY, WASHINGTON



**Mackay Spósito**  
 ENERGY PUBLIC WORKS LAND DEVELOPMENT  
 www.mackaysposito.com

1325 SE TECH CENTER DRIVE, SUITE 140  
 VANCOUVER, WA 98683  
 VANCOUVER: (360) 695-3411  
 PORTLAND: (503) 289-6726  
 FAX (360) 695-0833

**EXHIBIT B**  
 15471LD2

1" = 200'

VANCOUVER OFFICE

1325 SE Tech Center Drive, Suite 140 • Vancouver, WA 98683  
360.695.3411 • info@mackaysposito.com

**EXHIBIT C**

**EXHIBIT "F" OF AUDITORS FILE 4890198, PORTION OF EXHIBIT "C" OF AUDITORS FILE 4411425,  
AND LOTS 1, 2 AND 8 SHORT PLAT BOOK 3, PAGE 738  
CITY OF VANCOUVER, CLARK COUNTY, WASHINGTON**

REAL PROPERTY SITUATED IN THE CITY OF VANCOUVER, CLARK COUNTY, WASHINGTON, BEING THOSE TRACTS OF LAND DESCRIBED AS: EXHIBIT "F" OF AUDITOR'S FILE NUMBER 4890198, PORTION OF EXHIBIT "C" OF AUDITOR'S FILE NUMBER 4411425, AND A PORTION OF LOTS 1, 2 AND 8 OF THE SHORT PLAT RECORDED UNDER BOOK 3 OF PLATS, AT PAGE 738, RECORDS OF CLARK COUNTY, LYING IN THE NORTHWEST AND NORTHEAST QUARTERS OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2 BEING ON THE NORTH RIGHT OF WAY LINE OF SE MILL PLAIN BOULEVARD (100 FEET WIDE); THENCE ALONG THE SOUTH LINE OF SAID LOT 2, AND SAID NORTH RIGHT OF WAY LINE, SOUTH 88° 25' 31" EAST 65.66 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE SOUTH 88° 25' 31" EAST 869.75 FEET TO THE BEGINNING OF A 1450.00 FOOT RADIUS CURVE CONCAVE NORTHERLY; THENCE CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE AND SAID CURVE, THROUGH A CENTRAL ANGLE OF 00° 44' 33", AN ARC LENGTH OF 18.79 FEET TO A POINT OF COMPOUND CURVATURE OF A 30.00 FOOT RADIUS CURVE ON THE WEST RIGHT OF WAY LINE OF SE 184TH AVENUE AS DEDICATED UNDER AUDITOR'S FILE NUMBER 4432095; THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING FOUR COURSES, (1) ALONG SAID COMPOUND CURVE, THROUGH A CENTRAL ANGLE OF 97° 14' 11", AN ARC LENGTH OF 50.91 FEET TO A POINT OF COMPOUND CURVATURE WITH A 406.00 FOOT RADIUS CURVE; (2) ALONG SAID COMPOUND CURVE, THROUGH A CENTRAL ANGLE OF 24° 00' 16", AND ARC LENGTH OF 170.10 FEET TO A POINT OF REVERSE CURVATURE WITH A 494.00 FOOT RADIUS CURVE; (3) ALONG SAID REVERSE CURVE, THROUGH A CENTRAL ANGLE OF 32° 00' 43", AN ARC LENGTH OF 276.00 FEET; (4) NORTH 01° 36' 11" EAST 95.11 FEET TO A POINT OF CURVATURE OF A 30.00 FOOT RADIUS CURVE CONCAVE

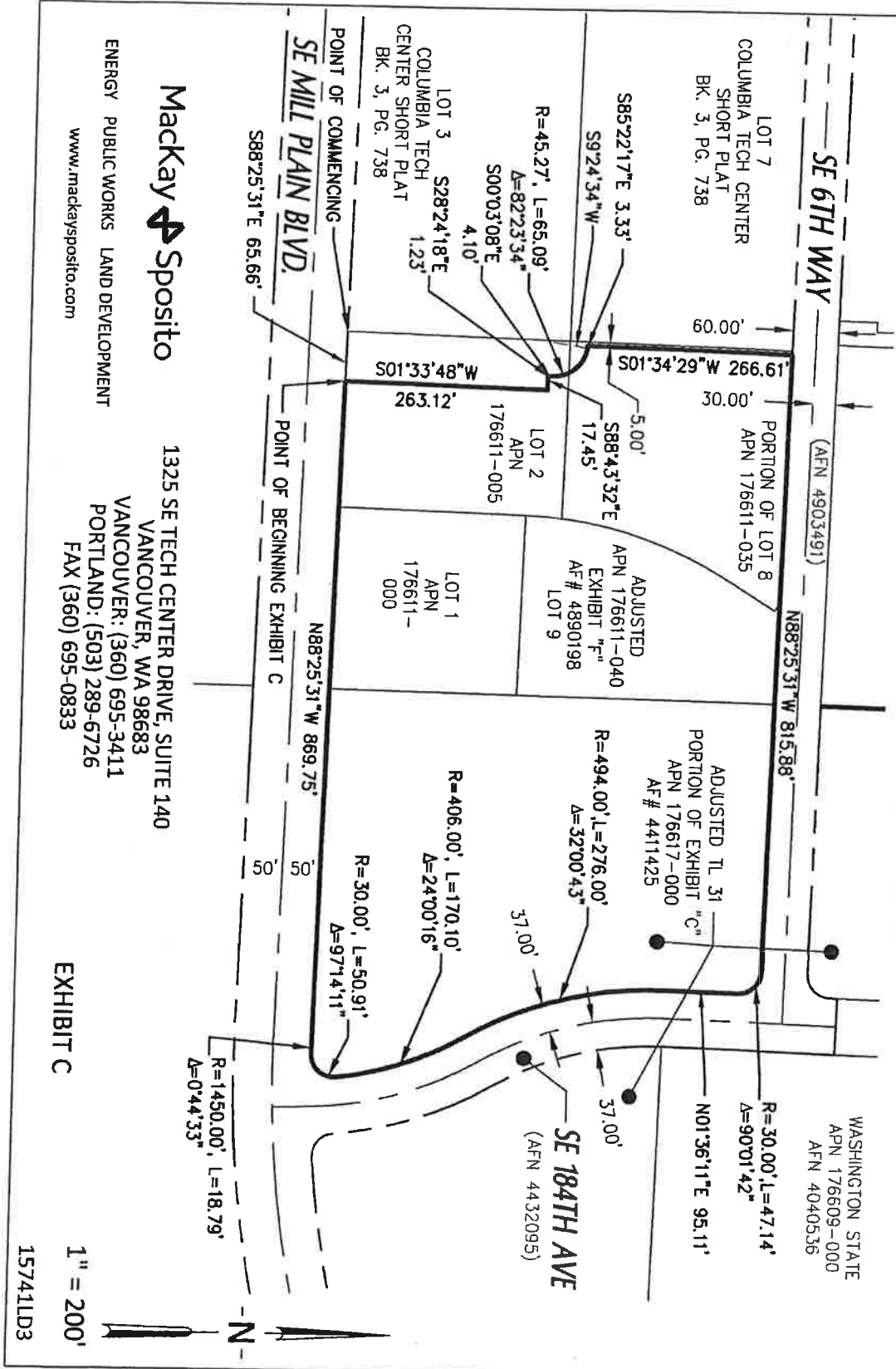
SOUTHWESTERLY ON THE SOUTH RIGHT OF WAY LINE OF SE 6TH WAY AS DEDICATED UNDER AUDITOR'S FILE NUMBER 4903491; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE AND SAID CURVE, THROUGH A CENTRAL ANGLE OF  $90^{\circ} 01' 42''$ , AN ARC LENGTH OF 47.14 FEET; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH  $88^{\circ} 25' 31''$  WEST 815.88' FEET; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE SOUTH  $01^{\circ} 34' 29''$  WEST 266.61 FEET; THENCE SOUTH  $85^{\circ} 22' 17''$  EAST 3.33 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT 45.27 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY, THE CENTER OF WHICH BEARS SOUTH  $09^{\circ} 24' 34''$  WEST; THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF  $82^{\circ} 23' 34''$ , AN ARC DISTANCE OF 65.09 FEET; THENCE LEAVING SAID CURVE ON A NON-TANGENT LINE SOUTH  $00^{\circ} 03' 08''$  EAST 4.10 FEET; THENCE SOUTH  $28^{\circ} 24' 18''$  EAST 1.23 FEET; THENCE SOUTH  $01^{\circ} 33' 48''$  WEST 263.12 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 11.499 ACRES, MORE OR LESS.





**SKETCH TO ACCOMPANY LEGAL DESCRIPTION  
 EXHIBIT "F" OF AUDITORS FILE 4890198, PORTION OF EXHIBIT "C" OF AUDITORS FILE 4411425,  
 AND LOTS 1, 2 AND 8 SHORT PLAT BOOK 3, PAGE 738  
 CITY OF VANCOUVER, CLARK COUNTY, WASHINGTON**



**Mackay Sposito**  
 ENERGY PUBLIC WORKS LAND DEVELOPMENT  
 www.mackaysposito.com

1325 SE TECH CENTER DRIVE, SUITE 140  
 VANCOUVER, WA 98683  
 VANCOUVER: (360) 695-3411  
 PORTLAND: (503) 289-6726  
 FAX (360) 695-0833

EXHIBIT C

1" = 200'  
 15741LD3

