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

**Timothy L. McMahan  
Stoel Rives LLP  
900 SW Fifth Avenue  
Suite 2600  
Portland, OR 97204**

**Grantor** : Birtcher Business Center Vancouver, LLC; Wal-Mart Stores, Inc.; 438 LLC, a Washington limited liability company; Weston Investment CO LLC, an Oregon limited liability company  
**Grantee** : City of Vancouver, Washington  
**Abbreviated Legal Assessor's Tax** : Sections 11 & Section 14, T2N, R2E WM  
**Parcel Nos.** : 158589-000; 158590-000; 158597-000; 158875-000; 158888-000; 158807-000; 986027995; 158806-000; 986027908; 986027907; 986027905; 986027906

**Prior Development Agreement  
and Amendments**

Recording Numbers: 3728182; 3954685; 3975299

**AMENDED AND RESTATED DEVELOPMENT AGREEMENT**

**Effective Date:**

July 21, 2014

**Parties:**

BIRTCHEER BUSINESS CENTER  
VANCOUVER, LLC, a Delaware limited liability company ("Birtcher"), by and through that certain Agreement dated November 29, 1999, between Birtcher and the Trust Established by Frances M. Keller dated July 22, 1963, as amended from time to time; and

WAL-MART STORES, INC., a Delaware corporation ("Wal-Mart"); and

WESTON INVESTMENT CO LLC, an  
Oregon limited liability company (“Weston”);  
and

438 LLC, a Washington limited liability  
company (“438”); and

THE CITY OF VANCOUVER,  
WASHINGTON, a Washington municipal  
corporation (“City”)

**Recitals:**

A. Birtcher is the developer of property within the City and legally described in Exhibit “A” attached hereto and incorporated fully by this reference (hereinafter the “Birtcher Property”). Wal-Mart is the owner of property within the City and legally described in Exhibit “A” attached hereto and incorporated fully by this reference (hereinafter the “Wal-Mart Property”). Weston is the owner of property within the City and legally described in Exhibit “A” attached hereto and incorporated fully by this reference (hereinafter the “Weston Property”). 438 is the owner of property within the City and legally described in Exhibit “A” attached hereto and incorporated fully by this reference (hereinafter the “438 Property”). The Birtcher Property, the Wal-Mart Property, the Weston Property and the 438 Property are, collectively, the “Property” herein. The owners of the Property are referenced herein as the “Owners.” The Birtcher Property includes areas shown on Exhibit “A” and described herein as Areas A, C, D, E and F. The Wal-Mart, Weston and 438 Properties development is collectively described as the “Evergreen Crossing” project, shown on Exhibit “A” and described herein as Area B.

B. The Trust established by Frances M. Keller dated July 22, 1963 (hereinafter the “Trust”) is the Owner of the Birtcher Property and has participated in the development and sale of the Birtcher Property under a contract between the Trust and Birtcher. Attached to this Restated Development Agreement as Exhibit “B” is a letter of authorization from the Trust.

C. On September 8, 2003, Birtcher, Eastgate Plaza, LLC and the City entered into a Development Agreement concerning the Property. The City Council approved the 2003 Development Agreement pursuant to Resolution No. M-3437. The City Council approved two subsequent amendments to the Development Agreement, adopted pursuant to Resolution Nos. M-3471 and M-3479. The 2003 Development Agreement and amendments thereto are collectively referred to herein as the “2003 Development Agreement.”

D. The Property subject to the 2003 Development Agreement was approximately 218 acres located south of NE Fourth Plain Boulevard, east of NE 137th Avenue, west of NE 152nd Avenue, and north of Burnt Bridge Creek ditch. Approximately 18.54 acres of the Property was sold to the United States in 2009 and is no longer included in the Property. The Property is shown on the parcel map attached as Exhibit “C.” This parcel map shows the current assessor’s parcels, including the boundaries of the Birtcher Property, the Wal-Mart Property, the Weston Property and the 438 Property.

E. The Owners have proposed a conceptual development plan for the development of the Property. The development will include industrial and office uses (approximately 146 acres) on the Birtcher Property, and approximately 47 acres of commercial and retail development fronting NE Fourth Plain Boulevard, including the Wal-Mart Property, the Weston Property and the 438 Property (collectively, the "Commercial Properties"). A map showing the development areas is attached as Exhibit "D," which depicts the separate properties owned by Birtcher, Wal-Mart, Weston and 438.

F. The parties desire to amend and restate the 2003 Development Agreement, and enter into this Restated Development Agreement to govern the development of the Property. This Restated Development Agreement is intended to specifically identify, revise, supersede and replace requirements related to City streets and other infrastructure improvements needed for development of the Property, based upon currently known conditions and capacity of City infrastructure, better reflecting the infrastructure impacts and needs attributable to the development plan, and reflecting costs that will enable the development plans to proceed under known and quantifiable costs and commercially reasonable requirements, based upon the actual, likely impacts of the property development. Elements of the development that have been completed or are no longer necessary are removed from this Restated Development Agreement.

G. Pursuant to RCW 36.70B.170(1), the parties are authorized to enter into this Restated Development Agreement, which sets forth development standards and other provisions that apply to, govern and vest the development and use of the development of the real property described in Exhibit "A."

NOW, THEREFORE, the parties agree as follows:

**1. Purpose.** The general purpose of this Restated Development Agreement is to:

**1.1** Amend and restate the 2003 Development Agreement, removing from the 2003 Development Agreement provisions that are unnecessary or no longer required, and revising requirements for infrastructure and other improvements.

**1.2** Define and describe the conceptual development plan for the Property.

**1.3** Provide for the zoning and development standards for the Property.

**1.4** Provide for the extension of NE 147th Avenue and NE 59th Street and the construction of additional transportation improvements as outlined in detail in Section 11 herein.

**1.5** Reserve transportation capacity for the development of the Property.

**1.6** Provide that in lieu of payment of transportation impact fees ("TIF") due on the development of the Property and funds otherwise required to be paid for this project, based on 22,290 net new average daily trips, the Owners shall construct those system improvements which are of benefit to the community at large, as identified in this Agreement and as previously constructed by the Owners pursuant to the 2003 Development Agreement.

1.7 Provide for environmental protection for wetlands and wetland buffer areas related to the transportation improvements as outlined in Section 11 herein.

1.8 Provide for vesting as provided in Section 16 below.

2. **Agreement.** This Restated Development Agreement governs and vests the development of the Property described in Exhibit "A," and supersedes and replaces the 2003 Development Agreement.

3. **Capital Improvements.**

3.1 **Transportation Improvements/Capital Facilities Plan Amendments.** The following transportation improvements are listed on the City's Capital Facilities Plan:

(a) NE 147th Avenue from NE 63rd Street south to NE 59th Street; and

(b) NE 59th Street from NE 137th Avenue to NE 147th Avenue, including a signal at NE 137th Avenue.

3.2 **Stormwater.** Birtcher will construct a stormwater facility to serve any building constructed on the Birtcher Property. The Commercial Properties' Owners shall each be responsible for their own stormwater infrastructure and systems serving any building constructed on the Commercial Properties, and shall not be obligated to construct, contribute toward, or participate in Birtcher's or other parties' stormwater facilities.

3.3 **Water and Sewer.** No changes to the regional facilities plans for water and sewer are anticipated.

3.4 **Fire Station.** City of Vancouver Fire Station #88 is located on the east side of NE 147th Avenue on the first lot south of NE Fourth Plain Boulevard. All improvements required to meet the Fire Department's needs, as identified in the 2003 Development Agreement, have been fully completed.

3.5 **Capital Improvements Completed Pursuant to the 2003 Development Agreement.** The following capital improvements were required by the 2003 Development Agreement, and have been completed, to the satisfaction of the City of Vancouver:

(a) Improvements along Fourth Plain Boulevard from NE 137th<sup>th</sup> Avenue to NE 152<sup>nd</sup> Avenue, including street lighting, turn lanes, traffic signals, medians, detached sidewalks, and planter strips, including the following:

(1) Right turn deceleration lane along Fourth Plain Boulevard at NE 137<sup>th</sup> Avenue;

(2) Traffic signal at the intersection of NE 143<sup>rd</sup> Avenue and Fourth Plain Boulevard;

(3) Traffic signal modifications at the intersection of Fourth Plain Boulevard and NE 147<sup>th</sup> Avenue;

(4) An un-signalized right-in, right-out access point mid-block along Fourth Plain Boulevard including the removal of the existing access point to the parcel at the (SW) corner of NE Fourth Plain Boulevard and NE Ward Road;

(5) A prohibition for westbound left turns into the site at the intersection of NE 143<sup>rd</sup> Avenue and Fourth Plain Boulevard;

(6) Construction of NE 147<sup>th</sup> Avenue/Ward Road from Fourth Plain Boulevard to NE 63<sup>rd</sup> Street including channelization, detached sidewalk, street trees, street lighting, right-turn pockets at all access points, as well as a fire pre-emption signal and interconnect system on NE 147<sup>th</sup> Avenue/Ward Road and a median break in NE 147<sup>th</sup> Avenue for fire access;

(7) Construction of NE 143<sup>rd</sup> Avenue & NE 63<sup>rd</sup> Street through the development connecting NE Fourth Plain Boulevard and NE 147<sup>th</sup> Avenue including channelization, detached sidewalks, street trees, and street lighting (partially constructed);

(8) Construction of NE 65<sup>th</sup> St from NE 147<sup>th</sup> Avenue to NE 152<sup>nd</sup> Avenue including channelization, detached sidewalks, street trees, and street lighting; and

(9) Widening of NE 152<sup>nd</sup> Avenue from Fourth Plain Boulevard to the southern property line (approximately 1,250 linear feet) including channelization, detached sidewalks, street trees, and street lighting.

#### **4. Conceptual Development Plan.**

**4.1 In General.** A conceptual development plan for the Property is attached to this Restated Development Agreement as Exhibits "E-1" and "E-2." This conceptual development plan shows the Property divided into areas and identifies developable acreage and wetland areas. Of the 191.43 gross acres, approximately 102.78 acres are developable, approximately 8.80 acres will be dedicated to streets, and approximately 79.85 acres are isolated wetlands and wetland buffers. Of the approximately 102.78 acres of developable area, approximately 55.43 acres will be developed with light industrial and office uses, and approximately 47.35 acres (45.39 acres excluding right-of-way dedications) will be developed with commercial uses.

**4.2 Elements of Conceptual Development Plan.** The conceptual development plan includes the following elements:

(a) **Development Areas.** The development areas are shown in Exhibits "D-1" and "D-2." There are no strict phasing requirements for the development of the conceptual development plan, although as further provided in Section 11, certain transportation improvements will be phased based upon the likely development schedule of the Commercial Properties.

(b) Infrastructure for All Development Areas. Infrastructure for transportation, water, and sewer for all development areas, including transportation improvements to also serve additional adjacent industrial properties, is shown on the conceptual development plan and utility master plan attached as Exhibits “F-1” and “F-2.”

(c) Subject Parcels. The conceptual development plan attached as Exhibits “E-1” and “E-2” shows the parcels established by land division through the City’s land segregation process. The Owners may alter these proposed parcels to meet market demand or for any other reason, so long as the parcels meet the City’s requirements for land segregation.

(d) Wetlands, Buffers, Flood Plain, and Archaeological Resources. The areas of isolated uplands, wetlands, and wetland buffers are shown in Exhibits “E-1” and “E-2.” The area located within the flood plain is also shown in Exhibits “E-1” and “E-2.” Potential minor fill areas for the infrastructure improvements are shown where proposed NE 59th Street intersects wetland areas. The archaeological pre-determination concludes that Areas A and B do not contain any archaeological deposits and recommends that no further archaeological work is necessary in that portion of the project area. The final regulatory determination regarding wetlands related to the transportation improvements as set forth in Section 11 herein has been made by the U.S. Army Corps of Engineers, including decisions regarding approval of fill in certain wetlands areas and requirements for compensatory mitigation.

**5. Applicable Standards for IL Development – Areas A, C, D, E, and F.** Development of Areas A, C, D, E, and F shall comply with the City’s Light Industrial (“IL”) zoning code and other ordinances to which this development is vested, except to the extent modified in this Restated Development Agreement.

**5.1 Setbacks.** Buildings and parking must be set back from NE 59th Street and NE 147th Avenue as described in Section 11 of this Restated Development Agreement.

**5.2 Landscaping.**

(a) Parking Lot Islands. A landscaped median will be provided every 10 parking stalls. Each island will be no smaller than 25 square feet and include one tree.

(b) Use of Wetland Areas to Meet Landscaping Standards. Birtcher may use wetlands and/or wetland buffers located in Area E or F to satisfy the City’s minimum standards for landscaping for any site plan located in Area A, C, or D. Such wetlands or wetland buffer areas must be restricted as landscape areas through a means acceptable to the City at the time of site plan review.

(c) Additional Buffer. In addition, Area C & F will include additional buffers. Area C will have 43 feet along the western boundary of the Long Acres subdivision, as shown on the conceptual development plan, Exhibits “E-1” and “H-1.” Area F will have a buffer along the southern boundary of the Long Acres subdivision that will total 93 feet. The buffer area will include a pedestrian path.

### 5.3 Site Plan Review Process for ML Development in Areas A, C, D, E, and F.

(a) Site Plan Review. Birtcher will apply for site plan review for its development of each area or parcel in Areas A, C, D, E, and F of the conceptual development plan. At the time of each site plan review, Birtcher will identify a use or uses for the proposed building(s).

(b) Site Plan Review for Office, Light Industrial, or Warehouse Use.

(1) Concurrency. Trip generation will be calculated for each building at the time of site plan review consistent with Section 11.8 below. For each site plan review, Birtcher shall submit the Transportation Compliance Letter described in Section 11.8 of this Restated Development Agreement to document the trips generated by each building in the site plan, together with a copy of the December 2002 traffic study. Trips will be allocated to each building as part of site plan approval.

(2) Parking. Required parking will be determined according to Table 20.945.070-2 of the Vancouver Municipal Code (“VMC”).

(3) Application for Tenant Improvements. Prior to the location of each subsequent use in a building previously approved by the City through site plan review, Birtcher will apply for approval of tenant improvements.

a. Planning Review. The City’s review will include an element of planning review, as described in this subsection. Birtcher shall identify the subsequent use and submit the Transportation Compliance Letter described in Section 11.8 of this Restated Development Agreement and a chart showing the number of vehicle trips and the number of parking spaces required by the subsequent use. Any applicant for change of tenant improvements that proposes to use more trips than were previously allocated through a site plan approval must show the City evidence of (1)(a) the total number of trips acquired from Birtcher in the previous site plan approval in the form of a notarized agreement with Birtcher and (b) the total additional trips necessary to provide the trips needed by the new use less the previously vested trips, or (2) a new traffic report showing the transportation improvements necessary to vest additional trips to the Birtcher Property.

b. No New Site Plan Review Required. No new site plan review will be required so long as:

i. The subsequent use is permitted under the terms of this Restated Development Agreement;

ii. The Transportation Compliance Letter shows that the total number of trips used on the Birtcher Property does not exceed the total capacity reserved to Birtcher under Section 12 of this Restated Development Agreement;

iii. The project still meets the parking requirements of VMC Table 20.945.070-2; and

iv. The nature of the tenant improvements does not trigger site plan review under VMC 20.270.020, as hereafter amended; provided that any standard in VMC 20.270.020 relating to trip generation will not apply given the provisions in this Restated Development Agreement governing concurrency.

(c) Coordination with Capacity Reserved Through This Restated Development Agreement. With respect to the development of Areas A, C, D, E, and F, at the time an application for site plan review is deemed fully complete, the trips allocated to the site plan will be subtracted from the total number of trips reserved to the Birtcher Property through this Restated Development Agreement. Each applicant for site plan review for the Birtcher Property shall show the City evidence of the number of trips acquired from Birtcher and thus available for use in that site plan. This evidence of acquired trips shall be in the form of a notarized agreement with Birtcher.

(d) Survival of Reserved Transportation Capacity. The transportation capacity allocated in each site plan approval and the total capacity reserved to the Birtcher Property under Section 12 of this Restated Development Agreement shall not be affected by any interim use that has a lower trip generation than the number of trips previously reserved for that property. The capacities allocated in each site plan approval and the total capacity reserved to the Birtcher Property under Section 12 of this Restated Development Agreement shall remain reserved with the Birtcher Property for the term of this Restated Development Agreement.

(e) Nothing in this Section 5.3 will prevent Birtcher from using joint use parking agreements, commitments to transit use, or any other means to reduce or mitigate trips or impacts on parking sufficient to meet the criteria in this Section 5.3.

**6. Applicable Standards for CG Development – Area B (Commercial Properties).** Development of Area B (Commercial Properties) shall comply with the City’s General Commercial (“CG”) zoning code and other ordinances to which this development is vested, except to the extent modified in this Restated Development Agreement.

**6.1 Location of Proposed Gas Station.** The gas station that may be proposed for Area B will not be located on either the corner of NE 140th Avenue and NE Fourth Plain Boulevard or the corner of NE 143rd Avenue and NE Fourth Plain Boulevard. If developed, the gas station may be located mid-block along NE Fourth Plain Boulevard with an unsignalized access, which will be shared with the parcel located on the southwest corner of the NE Fourth Plain Boulevard and NE 147th Avenue intersection. No more than one unsignalized right in/out access will be provided on NE Fourth Plain Boulevard between NE 143rd and NE 147th Avenues.

**6.2 Buffer Along West Boundary.** Area B will include along its west boundary a buffer of no less than 30 feet, as shown on the conceptual development plan, Exhibit “E-1.” The buffer area will include a minimum three-foot-high berm, as measured from the adjacent top-of-curb height, and three rows of trees. The landscaped berm is shown in Exhibit “H-1” to this Restated Development Agreement. The buffer area will also include an asphalt or concrete pedestrian path, which will either meander through the buffer area or otherwise meet the City’s sidewalk standards. Area B will comply with, and is vested to the standards in this Section 6.2,



and shall not be required to comply with current L4 and L5 standards in effect at the time of this Restated Development Agreement.

### **6.3 Landscaping.**

(a) Berms Along NE Fourth Plain Boulevard. Landscaped berms that are three feet high, as measured from the sidewalk, will be used as a buffer in the event a gas station is located on the street, or a drive-through lane and stacking lane are located between a building and the right-of-way. The berms for a gas station and drive-through and stacking lanes are shown in Exhibit "G" to this Restated Development Agreement.

(b) Parking Lot Islands. A landscaped median will be provided for an average of every 10 parking stalls. Each island will be no smaller than 25 square feet and include one tree. Parking lot illumination and signage can be located within the parking lot islands.

**6.4 Pedestrian Connections.** Development in Area B will be linked to both on-site and off-site uses through clear pedestrian connections as generally shown in Exhibits "E-1" and "E-2" and more specifically shown in Exhibits "H-1" and "H-2" (pedestrian circulation plan) to this Restated Development Agreement. The pedestrian circulation plan for Area B will include at least one enhanced pedestrian connection from the smaller retail buildings near NE Fourth Plain Boulevard to Retail Building A. A typical cross-section of two pedestrian connections is shown in Exhibit "I" (pedestrian connection along extension of NE 143rd Avenue) and Exhibit "J" (pedestrian connection through center of parking lot for Building A). Pedestrian plaza areas will qualify toward the City's minimum requirements for landscaping so long as these areas also incorporate a "soft" feature, such as a fountain, a bench, or plantings.

**6.5 Building Orientation.** The retail building located at the northwest corner of the site and the retail buildings on NE Fourth Plain Boulevard and NE 143rd Avenue will be located along the streets, with parking not located between the buildings and right-of-way. No blank walls will face the streets. Building entrances can be located in a manner facing parking lots.

**6.6 Building Design Guidelines.** Development in Area B shall be generally consistent with the Building Design Guidelines attached as Exhibit "O" to this Restated Development Agreement. The purpose of the Building Design Guidelines is to break up the larger façades of the buildings, provide interest, vary building materials within buildings, and provide general consistency of materials among buildings.

**7. Signs.** Signs are subject to the City's review and approval and shall be governed by the regulations in effect when the 2003 Development Agreement was approved or, at the Owner's option, when a complete sign permit application is submitted. Signs shall be constructed generally as shown in the conceptual drawing in Exhibit "E-1," "E-2" and "K" to this Restated Development Agreement. No "pole" signs are permitted. Monument signs and pylon signs listing multiple tenants will be permitted, such as shown in Exhibit "K." Project signs will not be considered prohibited off-premise signs under former VMC 20.82.300(A) or current VMC 20.960.030.A so long as they are located on the Property. Signs will be designed to coordinate with the buildings within each site plan.

**8. Wetland Determination and Mitigation.**

**8.1** The parties shall comply with the existing U.S. Army Corps of Engineers fill permit and approved mitigation plan, as it may be modified, including modifications based on the revised NE 59th Street alignment and dimensions.

**8.2** Trees planted as part of the wetland mitigation required by VMC 20.740.140 and the approved wetland mitigation plan are eligible for credit toward the City's required tree density, as described in Section 10 of this Restated Development Agreement. Credits shall be allocated proportionately based upon developable land in each area (Areas A, B, C and D, based on acreages). Allocation of credits shall be in accordance to the table attached hereto as Exhibit "M."

**9. Variances and Road Modifications.** The City's usual variance and road modification processes are available to modify a development standard without a concurrent amendment to this Restated Development Agreement. Pursuant to applicable City Code, no City Council approval is required for proposed variances or road modifications subject to approval by staff and/or the hearings examiner.

**10. Tree Conservation.**

**10.1** The Owners shall comply with VMC 20.770.080 (Tree Density Requirement) for each site plan by providing the equivalent of 30 tree units per acre in the form of some combination of the following:

- (a) New on-site trees including street trees for which partial credit is permitted under Chapter 20.770 VMC; and/or
- (b) Existing on-site trees; and/or
- (c) New trees planted in the buffers along the west boundaries of Areas B and C; and/or
- (d) New trees planted in the 50-foot industrial buffer area for another site plan for the Birtcher Property; and/or
- (e) New trees planted in the wetland area in Area E or F of the Birtcher Property as approved through a wetland mitigation plan; and/or
- (f) New off-site trees on the City property at 13510 NE 49th Street or at another approved location in the City; and/or
- (g) Contributions to the City's Tree Account.

**10.2** For each site plan submitted for City review, at least 40% of the tree density requirement (or 12 tree units per acre) will be met with new or existing on-site trees. The remainder of the required tree units will be provided by one or more of the alternative methods listed in Section 10.1, with a priority on planting new trees on the Birtcher Property.

**10.3** Trees planted as part of the proposed wetland mitigation are eligible for credit toward the City's required tree density. At the time any party submits an application for subdivision and/or site plan review for a development area or parcel, that party will identify which trees planted as wetland mitigation are tied to that project review. Credit for such trees planted as wetland mitigation shall be allocated in accordance with Section 8.3.

## **11. Transportation and Circulation.**

**11.1 Transportation Improvements.** The parties will construct several on- and off-site transportation infrastructure improvements, including the improvements described in this Section 11 below. All street improvements are subject to the City's review and approval during site plan review, and street and traffic signal construction shall comply with City standards in effect at the time of construction, except as such standards may be modified by the terms of this Restated Development Agreement; provided, however, completion of the signal at the intersection of NE 137th Avenue and NE 59th Street shall be as provided in Section 11.3(c) below.

**11.2 Dedication of Rights-of-Way; Conveyance of Easements.** Birtcher and the Owners of the Commercial Properties (as applicable) shall dedicate the following rights-of-way to the City, including any easement areas needed to accommodate stormwater facilities, wetland mitigation areas and temporary easements of sufficient dimensions to accommodate construction phase access. Birtcher and the Owners of the Commercial Properties shall verify that slope easements are provided for grading catch points and franchise utilities. All franchise utility easements shall be in a form acceptable to each utility, as applicable:

(a) NE 59th Street. Birtcher will dedicate 70 feet of right-of-way for the construction of NE 59th Street identified on that dimensional drawing attached hereto and incorporated by reference as Exhibit "L-1" and "L-2." Temporary construction easements shall be provided for grading activities outside of the permanent right-of-way. Slope and drainage easements will also be required.

(b) NE 137th Avenue. Birtcher will also dedicate sufficient right-of-way at the intersection of NE 59th Street and NE 137th Avenue to allow a five-lane cross section, including additional right-of-way of not more than 35 feet along the entire NE 137th frontage, to accommodate future roadway improvements.

(c) NE 147th Avenue South of NE 63rd Street. Birtcher will dedicate 80 feet of right-of-way for the construction of NE 147th Avenue south of NE 63rd Street to the intersection of NE 59th Street, identified on that dimensional drawing attached hereto and incorporated by reference as Exhibit "L-1" and "L-2." A five-foot public utility easement will also be required along the eastern side of NE 147th Avenue. Temporary construction easements shall be provided for grading activities outside of the permanent right-of-way.

(d) Evergreen Crossing Properties. The Owners of the Commercial Properties shall dedicate necessary easements for retail streets and any utility infrastructure as set forth in Exhibit “F-1, F-2, L-1 and L-2” attached hereto and incorporated by reference. The Owners of the Commercial Properties shall also dedicate right-of-way and/or easements if necessary to complete street connections for the system improvements identified in Sections 11.2(a), (b) and (c) above. Additionally, if required for shared access, parking access, and cross-parcel driveway needs, each of the Evergreen Crossing Property Owners shall by separate agreement make all reasonable efforts to facilitate the overall development of the Evergreen Crossing Properties by conveying reciprocal easements, as necessary, to the other Evergreen Crossing Property Owners, so long as such easements do not unreasonably limit or impair commercially reasonable development plans and activities or the operations of existing commercial developments.

(e) Preservation of Future Right-of-Way. Birtcher shall reserve right-of-way to the extent the right-of-way and street improvements are or will be located on the Birtcher Property for future acquisition by others for extension of NE 59th Street to the east of NE 147th Avenue, as indicated on Exhibit “L-2” in the dimensions as indicated on Exhibit “L-1,” as attached hereto and incorporated by reference.

**11.3 Construction of Street Facilities.** The following street facilities shall be constructed:

(a) Retail Streets. NE 143rd Avenue south of NE Fourth Plain Boulevard, and NE 63rd Street west of NE 147th Avenue, shall be completed as generally set forth on that dimensional drawing attached hereto and incorporated by reference as Exhibit “F-1 and F-2,” consistent with previously approved plans permitted by the City. The majority of these street improvements were previously completed; however, the balance of the street improvements generally includes the final lift of pavement, striping, signage, and completion of the franchise utility corridors (collectively, the “Retail Street Completion”). All previously completed and approved improvements for the retail streets are acknowledged by the City to be in compliance with standards and requirements applicable under this Restated Development Agreement, and other than the Retail Street Completion work, no work shall be required for the retail streets.

(b) NE 147th Avenue South of NE 63rd Street. NE 147th Avenue shall be extended and constructed south of its current terminus at NE 63rd Street to the location of the future NE 59th Street. If NE 147th Avenue is constructed prior to and separate from the construction of NE 59th Street (as discussed below), it shall be terminated as a “hammerhead” intersection, pending future construction of the NE 59th Street extension to 137th Avenue (the “147th Avenue Extension”). The 147th Avenue Extension improvements shall be generally as set forth on that dimensional drawing attached hereto and incorporated by reference as Exhibit “L-1” and “L-2.”

(c) Completion of NE 59th Street Connection. NE 59th Street shall be constructed, west of the NE 147th Avenue terminus, to NE 137th Avenue, including provision for turn lanes at NE 137<sup>th</sup> Avenue as set forth herein (the “59th Street Connection”). The 59th Street Connection is redesigned from prior plans so that it connects to NE 137th Avenue south of the existing BPA towers (thereby avoiding the need to relocate the BPA towers), resulting in an off-set intersection from the existing NE 59th Street to the west. The NE 59th Street Connection

will be built and accepted by the City as a "core road," without curb, gutter or sidewalk, as identified in Exhibit "L-1" and "F-1."

(1) As of the date of this Restated Development Agreement, the City is planning to widen NE 137th Avenue from NE 49th Street to Fourth Plain Boulevard and is evaluating the scope of the corridor improvements. The City's preliminary design of the NE 137th Avenue corridor is anticipated to be completed in 2014, with final design and construction projected for 2015 or later, depending on the availability of funding.

(2) Until the City's NE 137th Avenue corridor project is complete, a temporary intersection improvement will be required for the easterly connection of NE 59th Street proposed with this Restated Development Agreement. In order to accommodate the temporary intersection, NE 137th Avenue will need to be widened to allow for the off-set intersection of NE 59th Street, and to allow for adequate turn lanes and associated tapers. The preferred design for this temporary intersection improvement includes a northbound left-turn lane at the existing NE 59th Street to the west, prohibits southbound left-turn movements from NE 137th Avenue to the new easterly connection of NE 59th Street, and includes a center "refuge" lane for westbound left-turn movements from NE 59th Street to NE 137th Avenue. No traffic signal is included with this design. The preliminary design approved by the City is shown on the dimensional drawing attached hereto and incorporated by reference as Exhibits "F-1," "F-2," "L-1" and "L-2."

(3) Based on preliminary estimates, the preferred temporary intersection improvements at NE 137th Avenue will likely cost approximately \$300,000. If the City's NE 137th Avenue corridor project precedes the construction of the proposed NE 137th Avenue and NE 59th Street intersection as described in this Restated Development Agreement, Weston and 438 will pay the cost of the preferred temporary intersection improvements as depicted in Exhibit "F-1" and "L-1" in an amount confirmed by an engineer's estimate, as further confirmed by a bid from a contractor jointly approved by the City and developers. Said payment shall be a fee in lieu of constructing the temporary improvements described above, and as contribution toward any further permanent improvements at the intersection. This amount will be the maximum contributing share of Weston and 438, as the directly proportionate share of the costs attributed to impacts from the development of the Evergreen Crossing Properties. Further, the preferred temporary improvements will satisfy any and all transportation improvement requirements that were identified as a part of the 2003 Development Agreement.

**11.4 Phasing of Street Improvements.** The street improvements required herein shall be developed in accordance with the following phasing requirements:

(a) Completion of Retail Streets. Prior to the issuance of an occupancy permit for any new structure on the Evergreen Crossing Commercial Properties, the retail streets shall be constructed and completed and deemed acceptable by the City.

(b) Wal-Mart Property. Prior to the issuance of a certificate of occupancy for any new structure on the Wal-Mart Property, the retail streets and the NE 147th Avenue Extension shall be constructed and completed and deemed acceptable by the City; provided that Wal-Mart may obtain the issuance of such a certificate of occupancy without the completion of

the 147th Avenue Extension if Wal-Mart provides a bond, letter of credit, assigned account or other security adequate in the judgment of the City to secure the completion of the 147th Avenue Extension within one year of certificate of occupancy issuance. The City's acceptance of such security is conditioned upon completion of the 147th Avenue Extension by not later than December 31, 2015.

(c) Weston Property and 438 Property. Prior to the issuance of a certificate of occupancy for any new structure on the Weston Property and/or the 438 Property, the retail streets, the NE 147th Avenue Extension (as set forth in Section 11.8(b) above) and the NE 59th Street Connection shall be constructed and deemed acceptable by the City.

(d) Birtcher Property. Prior to the issuance of a certificate of occupancy for any new structure on Areas C, D, E and F of the Birtcher Property, the NE 147th Avenue Extension shall be constructed and deemed acceptable by the City.

(e) Timing Requirements. If the retail streets and NE 147th Avenue Extension have been completed, then construction of the NE 59th Street Connection will occur and be completed by the earlier of (i) the issuance of a certificate of occupancy for any development of the Weston Property or 438 Property; or (ii) five years after the date of completion and final acceptance of the retail streets and NE 147th Avenue Extension. With the exception of funds potentially remaining in the escrow account after completion of the NE 147th Avenue extension, Owners of the Weston and 438 Properties shall be solely responsible for all costs associated with these improvements. Neither Birtcher nor Wal-Mart shall be responsible for construction of or any costs associated with the NE 59<sup>th</sup> Street Connection.

**11.5 No Further Street Improvements Required.** The City acknowledges that the street improvements set forth in Section 11.3 above are those that are necessary and directly proportionate to the impacts caused by the development of the Property. Any future street improvements, construction, extension and build-out of NE 59th Street, NE 147th Avenue, or other street facilities beyond those set forth herein shall be undertaken by the City in accordance with the City's Capital Improvement Plan (CIP), as applicable. Except as provided below, the City shall not, during the term of this Restated Development Agreement, impose any additional costs or requirements on the development of the Property for any further improvements, enhancements or construction for NE 147th Avenue, NE 59th Street or other street facilities, except as specifically provided in this Restated Development Agreement. The City may impose such requirements in the event that a new access point and associated turn lane(s) on NE 59th Street not identified herein are proposed, subject to the following: (1) additional street improvements may be required only to the extent they are necessary and directly proportionate to the impacts caused by such new access point and associated turn lanes; and (2) such improvements shall be constructed as a "core road," without curb, gutter or sidewalk. Notwithstanding anything to the contrary in this Restated Development Agreement, the City retains all municipal authority to assess, levy and/or charge generally applicable fees and taxes for municipal construction, infrastructure and services as may be assessed, levied and/or charged to other similarly situated properties and persons within the City.

#### **11.6 Access Management.**

(a) Protection of Signalized Intersections. No driveways will be permitted within 250 feet of the signalized intersections located on NE 59th Street and NE 147th Avenue. This distance shall be measured from end of radius of intersection returns.

(b) Shared Access in Area A. Access to NE 65th Street will be permitted at no more than three locations between NE 147th Avenue and NE 152nd Avenue. The specific locations of shared driveways will be determined through site plan review, with Birtcher to minimize two-way left-turn conflicts. All accesses shall be aligned, and there shall not be more than three on each side.

**11.7 Street Sections.** Attached to this Restated Development Agreement as Exhibit "I" is a street section for NE 143rd Avenue, which will extend through Area B. This will be the same section as NE 63rd Street, which is a continuation of NE 143rd Avenue and extends along the south side of Area B. Other sections for NE 59th Street, NE 147th Avenue, and NE 137th Avenue are depicted in Exhibit "L-1."

**11.8 Transportation Compliance Letter at Site Plan Review.** To ensure compliance with the December 2002 Transportation Impact Analysis report prepared by Kittelson & Associates, Inc., and the associated conditions of approval, a Transportation Compliance Letter must be completed by a licensed traffic engineer and submitted to the City for approval as part of each site plan review application for the Property. The Transportation Compliance Letter will include TMZ and TAZ information and address the following three issues:

(a) Calculate the cumulative number of weekday AM and PM peak hour trips that have been previously allocated for development of the Property, showing that the trips are within the allocation trips for the proposed site plan (based on the latest version of the Institute of Traffic Engineers' (ITE) Trip Generation Manual) and shown on the Revised Trip Generation Estimates for the Property, Exhibit "N."

(b) Determine whether the overall trip generation of the Property will remain within the allocated weekday AM and PM peak hour trips for the development as documented in the December 2002 study, and in accordance with the trip allocation as set forth in Exhibit "N." The Owners may redistribute the trips shown on Exhibit "N" between themselves without further trip analysis, so long as the Owner proposing the reallocation provides the City with written confirmation of the redistribution or trips from any other affected Owner.

(c) Review the on-site pedestrian, bicycle, and vehicular circulation and safety.

**12. Reservation of Transportation Capacity.** As part of the conceptual development plan for the development of the Property, a traffic study was completed in December 2002 by Kittelson & Associates, Inc. to determine the average daily trips and PM peak hour trips generated by future development of the Property. Birtcher submitted this traffic study to the City in association with the application for comprehensive plan amendment. The traffic study estimated that future development as contemplated herein will create 2,420 net new PM peak hour trips. For the purpose of vesting trips under this Restated Development Agreement, 2,420 net new PM peak hour trips will be used as the vested amount of PM peak hour trips during the

period of this Restated Development Agreement and any extensions. The City hereby reserves for Birtcher, Wal-Mart, Weston and 438 for use throughout the development of the Property for the term of this Restated Development Agreement, 2,420 trips for purposes of transportation concurrency, Chapter 11.70 VMC, as shown in Exhibit "N," which is the same allocation of trips accepted by the City in the 2003 Development Agreement.

**13. Calculation of Transportation Impact Fees.** TIF has been calculated for the project based on 22,290 net new average daily trips. Pursuant to VMC 20.915.090, TIF funds otherwise required to be paid for the development plan shall, in lieu of payment to the City, be used to construct street improvements because, under this Restated Development Agreement, Birtcher and the Owners of the Commercial Properties will dedicate and construct public facilities that are identified in the Capital Facilities Plan and will benefit the community at large. These public facilities are the facilities constructed prior to the date hereof, and also include NE 59th Street from NE 137th Avenue to NE 147th Avenue, and NE 147th Avenue from NE 63rd Street to NE 59th Street. These public facilities are system improvements and generally exceed the costs of improvements directly attributable to the development. The City has added all of these public facilities to its Capital Facilities Plan concurrent with the adoption of the 2003 Development Agreement. Consequently, the City will not charge TIF for development made pursuant to this Restated Development Agreement.

**14. Water, Sewer, and Stormwater.**

**14.1** The terms of the existing sewer easements on the Birtcher Property will not be affected by this Restated Development Agreement.

**14.2** Weston and 438 will install the water facilities for the length of NE 59th Street (from NE 137th Avenue to NE 147th Avenue) if the City supplies all of the 12-inch pipe, fittings, and valves for the oversized water facilities as needed for the length of NE 59th Street (from NE 137th Avenue to NE 147th Avenue); provided that the City is not responsible for any water pipe, fittings, or valves of less than 12 inches in size required in NE 59th Street.

**14.3** City agrees not to impose any latecomer fees on Birtcher or the Commercial Properties' Owners because of the right-of-way dedication such parties will make available for streets and sewers.

**15. Additional Impact Fee Credits and Latecomer Fees.** Nothing contained in this Restated Development Agreement shall preclude Birtcher and the Commercial Properties' Owners from receiving additional impact fee credits and system development charge credits to the extent available under the terms of the VMC, and/or latecomer fees pursuant to a latecomer agreement.

**16. Vesting.** This Restated Development Agreement and the development standards in this Restated Development Agreement or incorporated by reference herein shall govern during the term of this Restated Development Agreement and may not be subject to an amendment to a zoning ordinance or development standards or regulation adopted after the effective date of this Restated Development Agreement. Any permit or approval issued by the City after the execution of this Restated Development Agreement must be consistent with this Restated



Development Agreement; provided, however, that the Commercial Properties' Owners and Birtcher reserve the right to elect to be subject to later enacted laws, regulations, and ordinances.

**16.1 Light Industrial and Office Uses.** Birtcher may choose to develop in Areas A, C, D, E, and F uses permitted by the City's subsequently adopted IL zoning district without losing its vesting as to the other provisions of the City's ordinances.

**16.2 Transportation Capacity.** This Restated Development Agreement reserves transportation capacity for the entire term of this Restated Development Agreement, under the authority of VMC 11.70.110. At the termination of this Restated Development Agreement, any remaining trips will return to the City's system.

**16.3 City's Reserved Authority.** Anything in this Restated Development Agreement to the contrary notwithstanding, the City shall have the authority to impose new or different regulations to the extent required by a serious threat to public health and safety as required by RCW 36.70B.170(4); provided, however, that such action shall only be taken by legislative act of the City Council after appropriate public process.

**17. Effect of 2003 Development Agreement.** This Restated Development Agreement replaces and supersedes the 2003 Development Agreement, and includes a comprehensive and complete statement of all infrastructure requirements for the development of the Property.

**18. Run with the Land.** This Restated Development Agreement shall run with the land and be binding on the parties' successors and assigns. This Restated Development Agreement shall be recorded with the Clark County Auditor.

**19. Term and Effective Date.** The term of this Restated Development Agreement shall be 15 years from the date of this Restated Development Agreement. The parties may mutually agree to extend the term. This Restated Development Agreement shall be effective, the Owners shall be authorized to proceed with development of the Property immediately upon the recording of all easements and right-of-way dedications to the City for applicable streets.

**20. Public Hearing.** The City Council has approved execution of this Restated Development Agreement by ordinance after a public hearing.

DATED THIS 21 day of July, 2014.

[Signature pages to follow]

CITY OF VANCOUVER

By: [Signature]  
ERIC HOLMES, City Manager

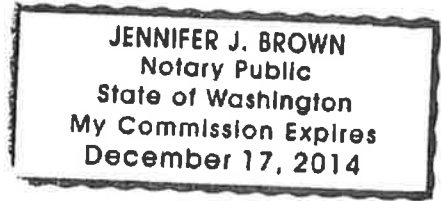
Attest:  
[Signature]  
Carmen Luethen, Deputy, City Clerk

STATE OF WASHINGTON )  
: ss.  
County of Clark )

I certify that appeared personally before me and that I know or have satisfactory evidence 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 21 day of July, 2014

[Signature]  
NOTARY PUBLIC FOR WASHINGTON  
My Commission Expires: 12-17-14



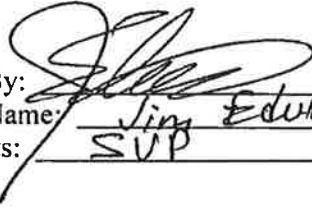
STATE OF WASHINGTON )  
: ss.  
County of Clark )

I certify that appeared personally before me and that I know or have satisfactory evidence 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 \_\_\_\_ day of \_\_\_\_\_, 2014

NOTARY PUBLIC FOR WASHINGTON  
My Commission Expires: \_\_\_\_\_

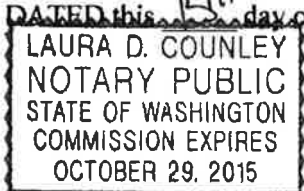
**BIRTCHEER BUSINESS CENTER  
VANCOUVER, LLC**


By:   
Name: Jim Edwards  
Its: SVP

~~By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_~~

STATE OF WASHINGTON )  
                                      ) : ss.  
County of ~~Clark~~ Kings )

I certify that Jim Edwards appeared personally before me and that I know or have satisfactory evidence that he/~~she~~ signed this instrument, on oath stated that he/~~she~~ was authorized to execute the instrument and acknowledged it as the SVP of BIRTCHEER BUSINESS CENTER VANCOUVER, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

  
LAURA D. COUNLEY  
NOTARY PUBLIC  
STATE OF WASHINGTON  
COMMISSION EXPIRES  
OCTOBER 29, 2015

DATED this 15<sup>th</sup> day of October, 2014  
  
NOTARY PUBLIC FOR WASHINGTON  
My Commission Expires: 10-29-2015

~~STATE OF WASHINGTON )  
                                      ) : ss.  
County of Clark )~~

~~I certify that \_\_\_\_\_ appeared personally before me and that I know or have satisfactory evidence that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of BIRTCHEER BUSINESS CENTER VANCOUVER, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.~~

~~DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2014~~

~~NOTARY PUBLIC FOR WASHINGTON  
My Commission Expires: \_\_\_\_\_~~

WAL-MART STORES, INC., a Delaware corporation

By Mary Potter  
Name: MARY POTTER  
Its: Vice President of Real Estate

STATE OF ARKANSAS )  
  : ss.  
County of Benton )

I certify that Mary Potter appeared personally before me and that I know or have satisfactory evidence that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the V.P. of Real Estate of WAL-MART STORES, INC. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 10<sup>th</sup> day of October, 2014



Carol Hersey-Eack  
NOTARY PUBLIC FOR ARKANSAS  
My Commission Expires: Nov 8, 2020

WESTON INVESTMENT CO LLC

By Keith R Vernon

Name: KEITH VERNON

Its Senior VP

STATE OF WASHINGTON )  
County of Clark )  
Multnomah; ss.

I certify that Keith R Vernon appeared personally before me and that I know or have satisfactory evidence that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Senior VP of WESTON INVESTMENT CO LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 16 day of October, 2014

Tracie A Massey  
NOTARY PUBLIC FOR WASHINGTON Oregon  
My Commission Expires: 3/17/16



438 LLC, a Washington limited liability company, by Premier Management Services Corp, its manager

By [Signature]

Name: Bradley A. Colson

Its Executive Vice President

Approved as to form:

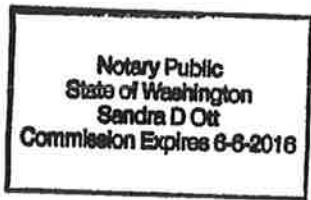
[Signature]  
Ted H. Gathe, City Attorney

STATE OF WASHINGTON )  
  : ss.  
County of Clark )

I certify that Bradley A. Colson appeared personally before me and that I know or have satisfactory evidence that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Executive Vice President of 438 LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 17 day of October, 2014

[Signature]  
NOTARY PUBLIC FOR WASHINGTON  
My Commission Expires: 6-6-2016



**Index for Evergreen Crossing  
Development Agreement Exhibits  
June 27, 2014**

- A Legal Description for Birtcher, Wal-Mart, Weston Investment, and 438 LLC
- B Letter of Authorization
- C Parcel Map
- D Development Areas Map
- E Conceptual Development Plan
- F Utility Master Plan
- G Screening Plan
- H Pedestrian Circulation Plan
- I Cross-Section of pedestrian connection along extension of 143<sup>rd</sup>
- J Cross-Section of pedestrian connection through center of parking lot for Wal-Mart Building
- K Monument and Pylon Sign Plan
- L-1 Off-site Road Cross-Sections
- L-2 Off-site Road Plan
- M Tree Conservation Table
- N Trip Generation Table
- O Design Guidelines

**438 LLC Property**  
PARCEL B

**EXHIBIT A**  
Legal Description

THAT PORTION OF THE JOHN CALDER DONATION LAND CLAIM IN A PORTION OF SECTION 11 OF TOWNSHIP 7 NORTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS: .

BEGINNING AT A 1-INCH IRON PIPE MARKING THE SOUTHEAST CORNER OF "LONG ACRES" ACCORDING TO THE PLAT THEREOF, AS SHOWN IN SURVEY RECORDED IN BOOK 43, PAGE 2, CLARK COUNTY AUDITOR'S RECORDS; THENCE NORTH 02° 07' 26" EAST, ALONG THE EAST LINE OF "LONG ACRES" (SURVEY 43-2), FOR A DISTANCE OF 1118.56 FEET TO THE TRUE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUING NORTH 02° 07' 26" EAST, 619.93 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF NE 140TH AVENUE, SAID POINT BEING 30.00 FEET FROM, WHEN MEASURED AT RIGHT ANGLES, THE CENTERLINE THEREOF; THENCE NORTH 51° 36' 54" EAST, ALONG SAID RIGHT-OF-WAY LINE, FOR A DISTANCE OF 30.73 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF NE FOURTH PLAIN BOULEVARD, SAID POINT BEING 55.00 FEET FROM, WHEN MEASURED AT RIGHT ANGLES, THE CENTERLINE THEREOF; THENCE SOUTH 87° 50' 00" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF NE FOURTH PLAIN BOULEVARD, 320.39 FEET; THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING COURSES: THENCE ALONG THE ARC OF A 280 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 06° 06' 39", FOR AN ARC DISTANCE OF 29.86 FEET, THE CHORD OF WHICH BEARS SOUTH 84° 46' 40" EAST, A CHORD DISTANCE OF 29.85 FEET; THENCE SOUTH 81° 43' 21" EAST, 81.45 FEET; THENCE, ALONG THE ARC OF A 320.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 07° 06' 04", FOR AN ARC DISTANCE OF 39.66 FEET, THE CHORD OF WHICH BEARS SOUTH 85° 16' 23" EAST, A CHORD DISTANCE OF 39.64 FEET; THENCE SOUTH 88° 49' 25" EAST, PARALLEL WITH THE CENTERLINE OF NE FOURTH PLAIN BOULEVARD, 96.20 FEET; THENCE SOUTH 84° 49' 24" EAST, 29.17 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF NE 143RD AVENUE AS DEDICATED TO THE CITY OF VANCOUVER IN DEED RECORDED UNDER AUDITOR'S FILE NO. 4087226, CLARK COUNTY AUDITOR'S RECORDS; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF NE 143RD AVENUE THE FOLLOWING COURSES: THENCE SOUTH 14° 10' 59" EAST, 7.81 FEET; THENCE SOUTH 07° 35' 14" EAST, 41.12 FEET; THENCE SOUTH 02° 07' 26" WEST, 543.70 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY, NORTH 87° 52' 34" WEST, 324.22 FEET; THENCE SOUTH 02° 07' 34" WEST, 35.81 FEET; THENCE NORTH 87° 52' 34" WEST, 304.36 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF VACATED NE FOURTH PLAIN BOULEVARD AS DESCRIBED IN DOCUMENT RECORDED OCTOBER 18, 2007, UNDER AUDITOR'S FILE NO. 4386533

[continued]



**438 LLC Property**  
PARCEL C

**EXHIBIT A**  
**(CONT)**

THAT PORTION OF THE JOHN CALDER DONATION LAND CLAIM IN A PORTION OF SECTION 11 OF TOWNSHIP 2 NORTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A 1-INCH IRON PIPE MARKING THE SOUTHEAST CORNER OF "LONG ACRES" ACCORDING TO THE PLAT THEREOF, AS SHOWN IN SURVEY RECORDED IN BOOK 43, PAGE 2, CLARK COUNTY AUDITOR'S RECORDS; THENCE NORTH 02° 07' 26" EAST, ALONG THE EAST LINE OF "LONG ACRES" (SURVEY 43-2), FOR A DISTANCE OF 1738.49 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF NE 140TH AVENUE, SAID POINT BEING 30.00 FEET FROM, WHEN MEASURED AT RIGHT ANGLES, THE CENTERLINE THEREOF; THENCE NORTH 51° 36' 54" EAST, ALONG SAID RIGHT-OF-WAY LINE, FOR A DISTANCE OF 30.73 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF NE FOURTH PLAIN BOULEVARD, SAID POINT BEING 55.00 FEET FROM, WHEN MEASURED AT

RIGHT ANGLES, THE CENTERLINE THEREOF; THENCE SOUTH 87° 50' 00" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF NE FOURTH PLAIN BOULEVARD, 320.39 FEET; THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING COURSES: THENCE ALONG THE ARC OF A 280 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 06° 06' 39", FOR AN ARC DISTANCE OF 29.86 FEET, THE CHORD OF WHICH BEARS SOUTH 84° 46' 40" EAST, A CHORD DISTANCE OF 29.85 FEET; THENCE SOUTH 81° 43' 21" EAST, 81.45 FEET; THENCE, ALONG THE ARC OF A 320.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 07° 06' 04", FOR AN ARC DISTANCE OF 39.66 FEET, THE CHORD OF WHICH BEARS SOUTH 85° 16' 23" EAST, A CHORD DISTANCE OF 39.64 FEET; THENCE SOUTH 88° 49' 25" EAST, PARALLEL WITH THE CENTERLINE OF NE FOURTH PLAIN BOULEVARD, 96.20 FEET; THENCE SOUTH 84° 49' 24" EAST, 88.38 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED; THENCE CONTINUING ALONG THE SOUTH RIGHT-OF-WAY LINE OF NE FOURTH PLAIN BOULEVARD THE FOLLOWING COURSES: SOUTH 84° 49' 24" EAST, 10.01 FEET; THENCE NORTH 46° 39' 01" EAST, 26.90 FEET; THENCE SOUTH 88° 49' 25" EAST, 78.60 FEET; THENCE, ALONG THE ARC OF A 280 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 05° 26' 43", FOR AN ARC DISTANCE OF 26.61 FEET, THE CHORD OF WHICH BEARS SOUTH 86° 06' 04" EAST, A CHORD DISTANCE OF 26.60 FEET; THENCE SOUTH 83° 22' 42" EAST, 102.94 FEET; THENCE, ALONG THE ARC OF A 320 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 04° 53' 09", FOR AN ARC DISTANCE OF 27.29 FEET, THE CHORD OF WHICH BEARS SOUTH 85° 49' 16" EAST, A CHORD DISTANCE OF 27.28 FEET; THENCE, ALONG THE ARC OF A 3418.38 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 01° 39' 51", FOR AN ARC DISTANCE OF 99.29 FEET, THE CHORD OF WHICH BEARS SOUTH 87° 03' 24" EAST, A CHORD DISTANCE OF 99.29 FEET; THENCE NORTH 88° 21' 48" EAST, 56.86 FEET TO THE NORTHERLY NORTHWEST CORNER OF THE "WAL-MART TRACT" AS RECORDED UNDER AUDITOR'S FILE NO. 3863193, CLARK COUNTY AUDITOR'S RECORDS; THENCE SOUTH 02° 07' 26" WEST, ALONG THE WEST LINE OF SAID "WAL-MART TRACT", FOR A DISTANCE OF 328.10 FEET; THENCE, ALONG THE NORTH LINE OF SAID "WAL-MART TRACT", ALONG THE ARC OF A 385 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 28° 12' 21", FOR AN ARC DISTANCE OF 189.53 FEET, THE CHORD OF WHICH BEARS SOUTH 81° 42' 42" WEST, A CHORD DISTANCE OF 187.62 FEET; THENCE, ALONG THE ARC OF A 235 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 24° 30' 55", FOR AN ARC DISTANCE OF 100.55 FEET, THE CHORD OF WHICH BEARS SOUTH 79° 51' 59" WEST, A CHORD DISTANCE OF 99.78 FEET; THENCE NORTH 87° 52' 34" WEST, 149.91 FEET TO A POINT ON THE EAST LINE OF NE 143RD AVENUE AS DEDICATED TO THE CITY OF VANCOUVER IN DEED RECORDED UNDER AUDITOR'S FILE NO. 4087226, CLARK COUNTY AUDITOR'S RECORDS; THENCE, ALONG THE EASTERLY RIGHT-OF-WAY OF NE 143RD AVENUE THE FOLLOWING COURSES: NORTH 02° 07' 26" EAST, 141.38 FEET, THENCE, ALONG THE ARC OF A 149 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 16° 15' 38", FOR AN ARC DISTANCE OF 42.29 FEET, THE CHORD OF WHICH BEARS NORTH 10° 15' 14" EAST, A CHORD DISTANCE OF 42.15 FEET; THENCE, ALONG THE ARC OF A 151 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 16° 15' 37", FOR AN ARC DISTANCE OF 42.85 FEET, THE CHORD OF WHICH BEARS NORTH 10° 15' 15" EAST, A CHORD DISTANCE OF 42.71 FEET; THENCE NORTH 02° 07' 26" EAST, 145.43 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF VACATED NE FOURTH PLAIN BOULEVARD AS DESCRIBED IN DOCUMENT RECORDED OCTOBER 18, 2007, UNDER AUDITOR'S FILE NO. 4386533

EXHIBIT A  
TRUST PROPERTY  
LEGAL DESCRIPTION:  
PARCEL 1:

That portion of Section 11 and Section 14, Township 2 North, Range 2 East of the Willamette Meridian, Clark County, Washington, lying within the John Calder Donation Land Claim, described as follows:

Beginning at the Southeast corner of said Calder Donation Land Claim; thence West along the South line of said Calder Donation Land Claim, 2640 feet; thence North, parallel with the East line of said Calder Donation Land Claim, 1347 feet; thence East 15 feet; thence North 120 feet; thence East 160 feet; thence South East 120 feet; thence East, parallel with the South line of said Calder Donation Land Claim, 471.8 feet; thence North  $01^{\circ}15'23''$  East 328.63 feet to the Southwest corner of that tract conveyed to Carrie M. Price, by instrument recorded under Auditors File No. G 218217; thence South  $88^{\circ}47'$  East, along the South line of said Price tract, 375 feet to the Southeast corner thereof thence North  $01^{\circ}15'23''$  East along the East line of said Price tract, 1784 feet to the South line of Fourth Plain Road; thence Easterly along the South line of Fourth Plain Road, 1618 feet, more or less, to the East line of said Calder Donation Land claim; thence South along the East line of said Calder Donation Land Claim, 3468 feet, more or less, to the point of beginning.

Except that portion thereof, lying within NE 137th Avenue and Fourth Plain Road.

Also except that portion thereof, lying within that tract conveyed to the City of Vancouver, by deed recorded November 7, 1973 under Auditor's File NO. G 649401, described as follows:

That portion of the Southwest quarter of Section 11, Township 2 North, Range East of the Willamette Meridian, Clark County, Washington, described as follows:

Beginning at a point on the East line of NE 137th Avenue that is the East prolongation of the North line of NE 59th Street; thence North along said East line of NE 137th Avenue, a distance of 25.00 feet; thence East, a distance of 70.00 feet; thence South a distance of 60.00 feet; thence West, a distance of 70.00 feet to the East line of NE 137th Avenue; thence North along said East line, a distance of 35.00 feet to the point of beginning.

Also except that portion thereof, lying within that tract conveyed to Al J. Erdman, Trustee for the undisclosed purchaser, by deed recorded December 14, 1973 under Auditor's File No. G 651978, described as follows:

That portion of the John Calder Donation Land Claim in Section 11, Township 2 North, Range 2 East of the Willamette Meridian, Clark County, Washington, described as follows:

Beginning at a point in the East line of said Donation Land Claim at its intersection with the South right of way of Fourth Plain Roads thence South along the East line of said Donation Land

Claim, 352.91 feet; thence West 250.00 feet; thence North 400.00 feet to the South right of way of Fourth Plain Road; thence Southeasterly along said right of way to the point of beginning.

Also except that portion thereof, lying within that tract conveyed to First Independent Bank, by deed recorded October 6, 1975 under Auditor's File No. G 702766, described as follows: Beginning at a point on the East line of said Donation Land Claim at an intersection with the South right of way of Fourth Plain Road, South 352.91 feet; thence West 250 feet to the Southwest corner of the Tract conveyed to Al J. Erdman, Trustee, by deed recorded under Auditor's File No. G 651978, said point being the True Point of Beginning hereof thence West 40 feet; thence North, parallel with the West line of said Erdman Tract, 400 feet, more or less, to the South line of said Fourth Plain Road; thence Southeasterly, along said South line, 40 feet, more or less, to the Northwest corner of said Erdman tract; thence South, along the West line thereof, 400 feet to the True Point of Beginning.

Also excepting therefrom that portion established as Old Slater Bird Road in Book 2, Page 40, records of Clark County.

EXCEPT that portion conveyed to the State of Washington by deed recorded under Auditor's File No. 3317541, records of Clark County, Washington.

ALSO EXCEPTING therefrom that portion described in Deed to Wal-Mart Stores, Inc., a Delaware corporation recorded July 13, 2004 under Auditor's File No. 3854737.

ALSO EXCEPTING therefrom that portion described in Deed to Eastgate Plaza, LLC, a Washington limited liability company recorded July 13, 2004 under Auditor's File No. 3854738.

PARCEL 2:

The West half of Government Lot 1 and all of Government Lot 2 in Section 11, Township 2 North, Range 2 East of the Willamette Meridian, Clark County, Washington.

TOGETHER WITH that portion described in Quit-Claim Deed from Brundage-Bone Concrete Pumping, Inc., a Colorado corporation to James F. Keller and Leonard L. Cebula, Trustee, Trust Established by Frances M. Keller under Agreement dated July 22, 1963 recorded July 28, 2000 under Auditor's File No. 3238428.

TOGETHER WITH that portion described in Quit Claim Deed from Edward F. Seville and Victoria J. Seville, husband and wife to James F. Keller and Leonard L. Cebula Trustees, Trust Established by Frances M. Keller under Agreement dated July 22, 1963 recorded July 28, 2000 under Auditor's File No. 3238431.

TOGETHER WITH that portion described in Quitclaim Deed from Joseph C. Pedron and Robin Pedron, husband and wife to James F. Keller and Leonard L. Cebula, Trustees under the Trust Established by Frances M. Keller dated July 22, 1963 recorded May 21, 2004 under Auditor's File No. 3831186.

Except that portion thereof, lying within NE 152nd Avenue and Fourth Plain Road.

Also except that portion thereof, lying within that tract conveyed to George Snyder, et ux, by deed recorded October 10, 1946 under Auditors File No. F 67989, in Book 406, Page 161, records of Clark County, described as follows:

Beginning at the Northwest corner of the fractional Northeast quarter of the Southeast quarter (also known as Government Lot 2) in Section 11, Township 2 North, Range 2 East of the Willamette Meridian, Clark County, Washington, running thence East 295.16 feet along the North line of said Government Subdivision; thence South 295.16 feet; thence West 295.16 feet to the West line of said Government Subdivision; and thence North 295.16 feet to the point of beginning.

Also excepting therefrom that portion established as Old Slater Bird Road in Book 2, Page 40, records of Clark County.

Also excepting therefrom that tract conveyed to Brundage-Bone Concrete Pumping, Inc., a Colorado corporation by deed recorded July 28, 2000 under Auditor's File No. 3238429.

Also excepting therefrom that tract conveyed to Edward F. Seville and Victoria J. Seville by deed recorded July 28, 2000 under Auditor's File No. 3238430.

Also Excepting that portion conveyed to the State of Washington by deed recorded under Auditor's File No. 3317541, records of Clark County, Washington.

Also excepting therefrom a parcel of land located in the Southeast quarter of Section 11, Township 2 North, Range 2 East of the Willamette Meridian, Clark County, Washington, and being more particularly described as Follows:

Commencing at a 2 1/2 inch aluminum monument at the Section Corner common to Section 11, 12, 13 and 14; thence along the east line of said Section 11 North 01°30'26" East 1,335.26 feet; thence departing said East line of said Section 11 North 89°09'01" West 35.00 feet to a point on the West right-of-way line of N.E. 152nd Avenue per record of Survey Book 59 page 126, Clark County Survey Records, and being the true point of beginning; thence north 89°09'01" West 604.56 feet; thence north 82°39'03" West 641.60 feet to a point on the East right-of-way line of N.E. 147th Avenue per Record of Survey Book 59 page 126, Clark County Survey Records; thence along said East right-of-way line on the arc of 607.00 foot radius non-tangent curve, to the left, radius point bears north 80°20'27" West, through a central angle of 07°30'09" (The long chord bears North 05°54'29" East 79.43 feet) 79.48 feet; thence North 02°09'24" East 54.09 feet; thence North 09°58'03" East 40.58 feet to a point of curvature; thence along the arc of a 159.99 foot radius non-tangent curve, to the left, through a central angle of 07°48'34" (the long chord bears North 06°03'44" East 21.79 feet) 21.81 feet; thence North 02°09'24" East 131.74 feet to a point of curvature; thence on the arc of a 939.00 foot radius curve, to the right, through a central angle of 04°50'07" (the long chord bears North 04°34'27" East 79.22 feet) 79.24 feet to a point of reverse curve; thence along the arc of a 1,028.00 foot

radius curve, to the left, through a central angle of  $04^{\circ}05'41''$  (the long chord bears North  $04^{\circ}56'40''$  East 73.45 feet) 73.47 feet; thence North  $41^{\circ}59'55''$  East 49.19 feet to a point on the South right-of-way line of future N.E. 65th Street per Record of Survey Book 59 page 126, Clark County Survey Records; thence along said South right-of-way line on the arc of a 535.00 foot radius non-tangent curve, to the left, radius point bears North  $08^{\circ}53'59''$  West, through a central angle of  $12^{\circ}52'08''$  (the long chord bears North  $74^{\circ}39'57''$  East 119.91 feet) 120.16 feet to a point of reverse curve; thence along the arc of a 965.00 foot radius curve, to the right, through a central angle of  $22^{\circ}35'51''$  (the long chord bears North  $79^{\circ}31'49''$  East 378.13 feet) 380.60 feet; thence South  $89^{\circ}10'15''$  East 663.23 feet; thence South  $43^{\circ}49'55''$  East 54.06 feet to a point on the future West right-of-way line of N.E. 152nd Avenue per Record of Survey Book 59 page 126, Clark County Survey Records; thence along said future West right-of-way line South  $01^{\circ}30'26''$  West 658.13 feet to the true point of beginning.

The basis of bearings for this legal description is Record of Survey per Book 59 page 126, Clark County, Washington Survey Records.

Also described as:

Lots 2 through 6, BBC-V FINAL BINDING SITE PLAN, recorded in Clark County, Washington records on January 9, 2009, as Fee No. 4521200 COV and as per survey recorded in Book 59 of Surveys at page 126.

**Exhibit A**  
**LEGAL DESCRIPTION**  
**WALMART PROPERTY**

A parcel of property situated in Section 11, township 2 North, Range 2 East of the Willamette Meridian, Clark County, Washington, being described as follows:

COMMENCING at the Southeast corner of the Plat of Long Acres as recorded in Book G, Page 923, Clark County plat records;

Thence North 02°07'26" East along the East line of said Plat, a distance of 1738.49 feet to a point on the Easterly right-of-way line of NE 140<sup>th</sup> Avenue, said point being 30.00 feet from, when measured at right angles, to the centerline thereof;

Thence North 51°36'54" East along said right-of-way line, a distance of 30.73 feet to a point on the Southerly right-of-way line of SR 500, said point being 55.00 feet from, when measured at right angles, to the centerline thereof;

Thence South 87°50'00" East along said right-of-way line, a distance of 72.00 feet;

Thence North 02°10'00" East along said right-of-way line a distance of 5.00 feet to a point being 50.00 feet from, when measured at right angles, to the centerline thereof;

Thence South 87°50'00" East along said right-of-way line, a distance of 382.71 feet;

Thence South 84°06'40" East, a distance of 52.43 feet to a point being 54.00 feet from, when measured at right angles, to said centerline of SR 500;

Thence South 88°49'25" East, a distance of 44.56 feet;

Thence North 89°08'58" East, a distance of 113.09 feet to a point on said Southerly right-of-way line being 50.00 feet from, when measured at right angles, to the centerline thereof;

Thence South 88°49'25" East along said right-of-way, a distance of 331.90 feet to a point on a 1950.00 foot radius curve to the right with a tangent bearing of South 88°50'29" East in the curve at this point;

Thence along said right-of-way line and around said 1950.00 foot radius curve to the right, a distance of 78.78 feet to the True Point of Beginning;

Thence continuing along said right-of-way line and around said 1950.00 foot radius curve to the right, a distance of 9.49 feet;

Thence South 78°06'54" East, a distance of 59.62 feet, to a point on said Southerly right-of-way line;

Thence South 05°29'35" West along said right-of-way line, a distance of 7.46 feet, to a point being 65.00 feet from, when measured at right angles, to the centerline thereof, said point also being on a 1935.00 foot radius curve to the right with a tangent bearing of South 84°30'25" East into said curve at this point;

Thence along said right-of-way line and around said 1935.00 foot radius curve to the right, a distance of 165.76 feet to a point on the West line of that parcel conveyed to First Independent Bank by document recorded under Auditor's File No. G702766, Clark County deed records;

Thence South 02°09'24" West along said West line, a distance of 339.57 feet, to the Southwest corner thereof;

Thence South 87°50'36" East along the South line of said First Independent Bank parcel, a distance of 40.00 feet, to the Southwest corner of that parcel conveyed to Al J. Erdman by document recorded under Auditor's File No. G651978, Clark County deed records;

**WALMART - 1 OF 2**

Thence South 87°50'36" East along the South line of said Erdman parcel, a distance of 194.00 feet;  
Thence South 02°09'24" West, a distance of 378.37 feet;  
Thence South 01°20'50" East, a distance of 98.18 feet;  
Thence South 02°09'24" West, a distance of 507.34 feet;  
Thence North 87°52'34" West, a distance of 807.40 feet, to a point on a 100.00 foot radius curve to the right;  
Thence around said 100.00 foot curve to the right, a distance of 148.52 feet;  
Thence North 02°46'46" West, a distance of 169.89 feet, to a point on a 350.00 foot radius curve to the right;  
Thence around said 350.00 foot radius curve to the right, a distance of 29.95 feet;  
Thence North 02°07'26" East, a distance of 668.06 feet;  
Thence South 87°52'34" East, a distance of 168.90 feet, to a point on a 235.00 foot radius curve to the left;  
Thence around said 235.00 foot radius curve to the left, a distance of 100.55 feet, to a point on a 385.00 foot radius curve to the right;  
Thence around said 385.00 foot radius curve to the right, a distance of 189.53 feet, to a point which bears South 02°07'26" West from the True Point of Beginning;  
Thence North 02°07'26" East, a distance of 344.24 feet to the True Point of Beginning.

**EXHIBIT A  
LEGAL DESCRIPTION**

**WESTON Property**

**For APN/Parcel ID(s): 986027-995**

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That portion of the John Calder Donation Land Claim in a portion of Section 11 of Township 2 North Range 2 East of the Willamette Meridian, Clark County Washington described as follows:

BEGINNING at a 1 inch iron pipe marking the Southeast corner of "Long Acres" according to the Plat thereof, as shown in Survey recorded in Book 43, Page 2, Clark County Auditor's Records; thence North 02°07'26" East, along the East line of "Long Acres" (Survey 43-2), for a distance of 413.46 feet to the TRUE POINT OF BEGINNING of the following described parcel; thence continuing North 02°07'26" East, along said East line of "Long Acres", for a distance of 705.10 feet to the Northwest corner thereof; thence South 87°52'34" East 304.36 feet; thence North 02°07'34" East, 35.81 feet; thence South 87°52'34" East, 324.22 feet to a point on the Westerly right-of-way of NE 143<sup>rd</sup> Avenue as dedicated to the City of Vancouver in Deed recorded under Auditor's File No. 4087226, Clark County Auditor's Records; thence along said Westerly right-of-way of NE 143<sup>rd</sup> Avenue the following courses: thence South 02°07'26" West 450.25 feet; thence along the arc of a 369.00 foot radius curve to the left through a central angle of 04°54'11", for an arc distance of 31.58 feet, the chord of which bears South 00°19'40" East, a chord distance of 31.57 feet; thence South 02°46'46" East, 169.89 feet; thence, along the arc of a 119.00 foot radius curve to the left, through a central angle of 85°05'48", for an arc distance of 176.74 feet, the chord of which bears South 45°19'40" East, a chord distance of 160.94 feet to the Southerly right-of-way of NE 63<sup>rd</sup> Street as dedicated in deed recorded under Auditor's File No 4087226, Records of Clark County; thence South 87°52'34" East, along said Southerly right-of-way, for a distance of 741.53 feet; thence, along the arc of a 40.00 foot radius curve to the right, through a central angle of 54°55'00", for an arc distance of 38.34 feet, the chord of which bears South 60°25'18" East, a chord distance of 36.89 feet; thence leaving said right-of-way North 87°52'34" West, parallel with the South right-of-way of NE 63<sup>rd</sup> Street, for a distance of 873.84 feet; thence North 01°55'27" East, 36.00 feet; thence North 87°52'34" West, 663.31 feet to the TRUE POINT OF BEGINNING.



**EXHIBIT B  
LETTER OF AUTHORIZATION**

**FOR REPRESENTATION BY BIRTCHEER CENTER - VANCOUVER, LLC**

James F. Keller, Daniel W. Keller and Mark T. Rien, Trustees of the Trust Established by Frances M. Keller under agreement dated July 22, 1963 (the "Keller Trust") is the owner of real property which is the subject of a Development Agreement dated September 8, 2003 between the City of Vancouver, Birtcher Business Center - Vancouver, LLC ("BBCV") and Alexandria Investment Company, Inc.

The Keller Trust hereby authorizes BBCV to sign on its behalf any amendment or restatement of said Development Agreement and any other documents related to BBCV's proposed project on the property which is subject to the Development Agreement.

Trust Established by Frances M. Keller under  
agreement dated July 22, 1963

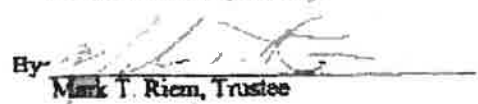
Dated June 20, 2014

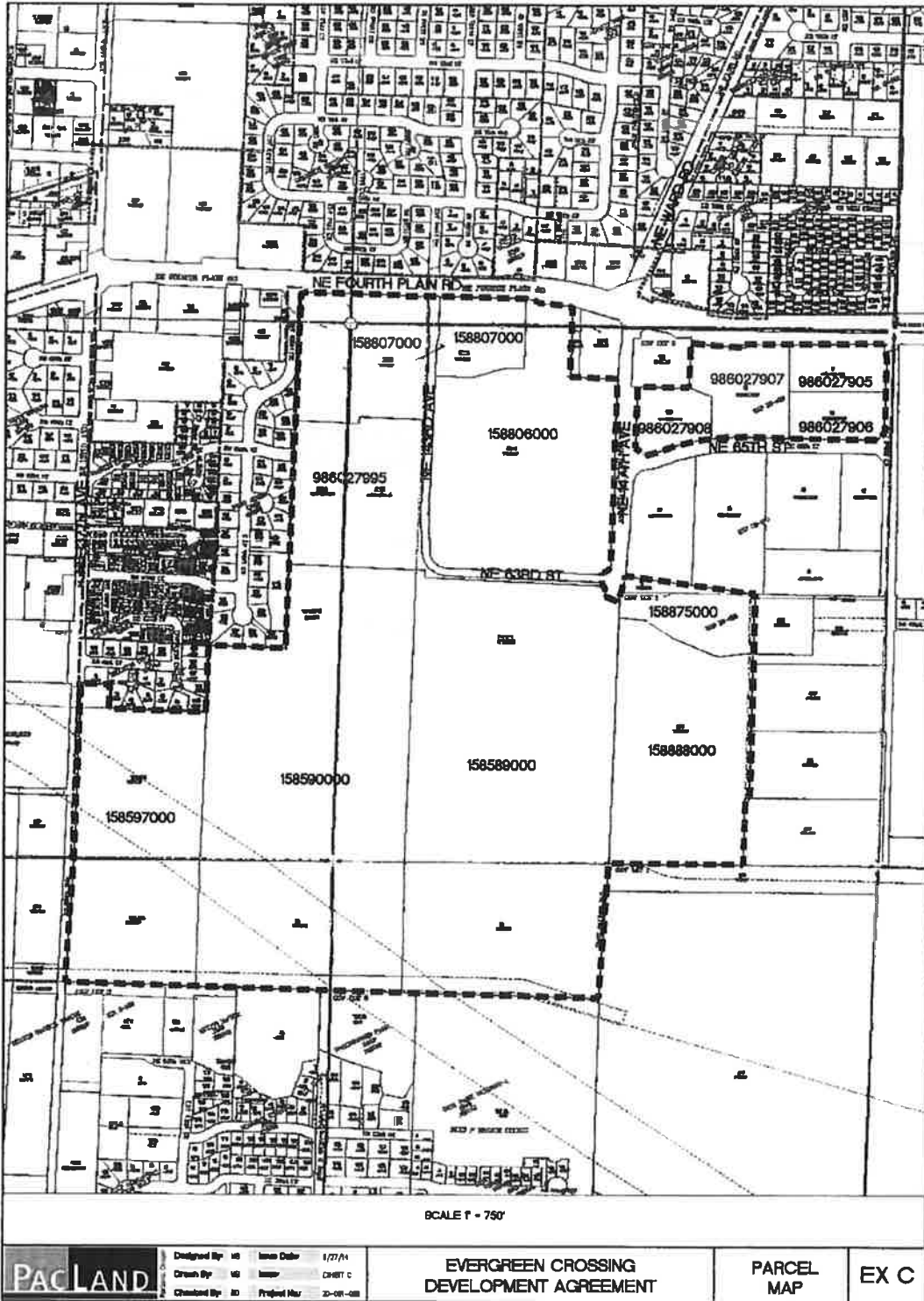
By   
James F. Keller, Trustee

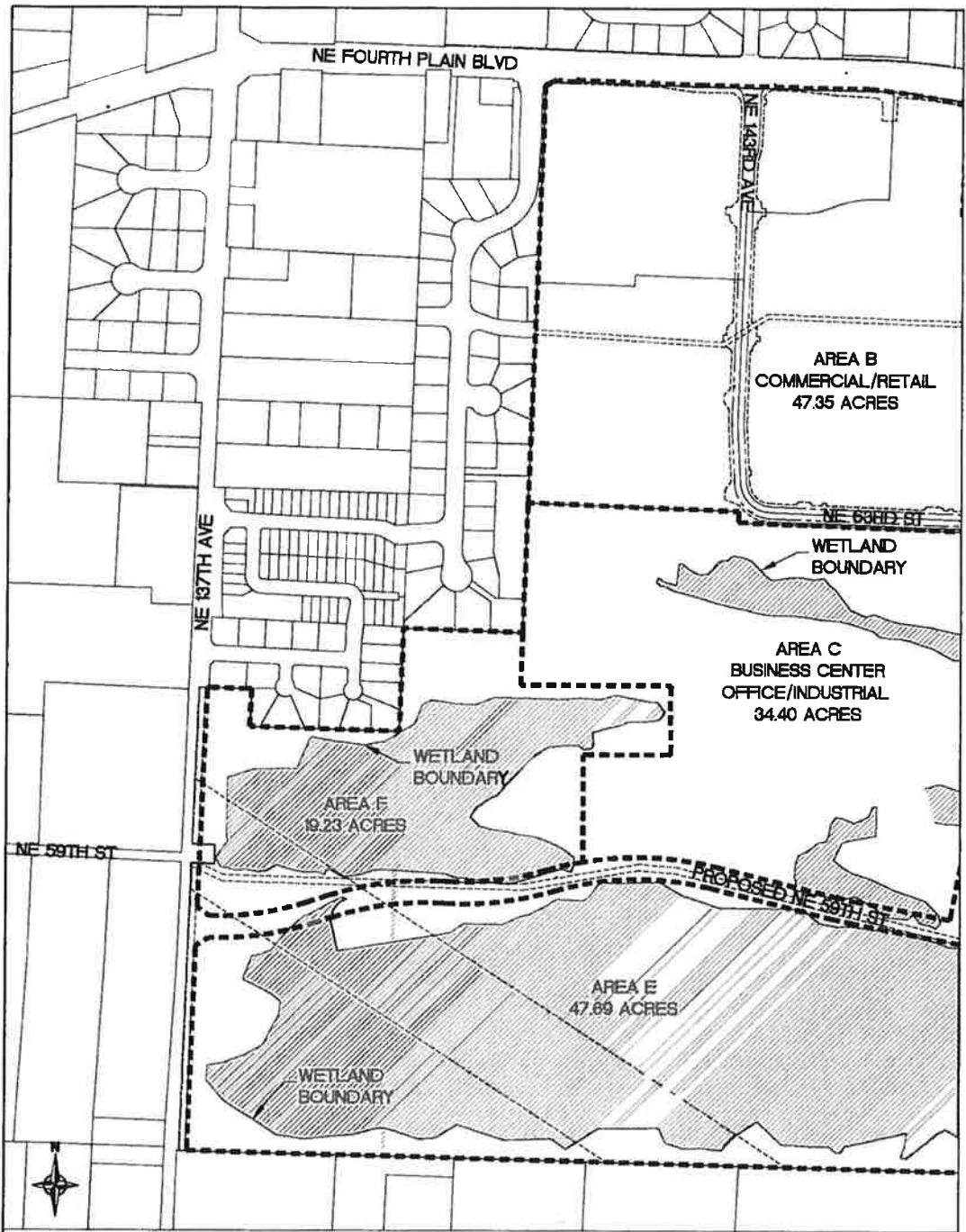
Dated June 23, 2014

By   
Daniel W. Keller, Trustee

Dated June 23, 2014

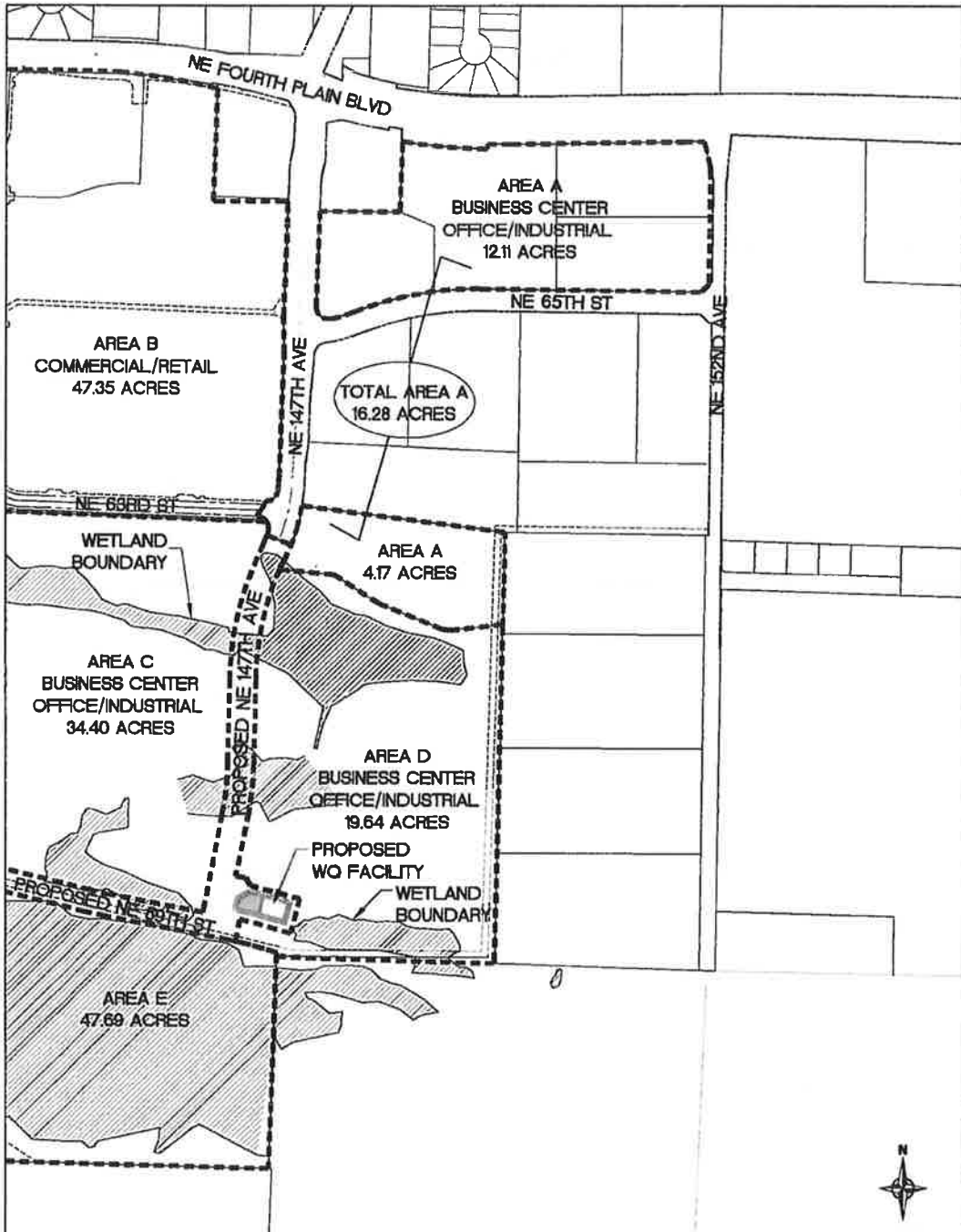
By   
Mark T. Rien, Trustee



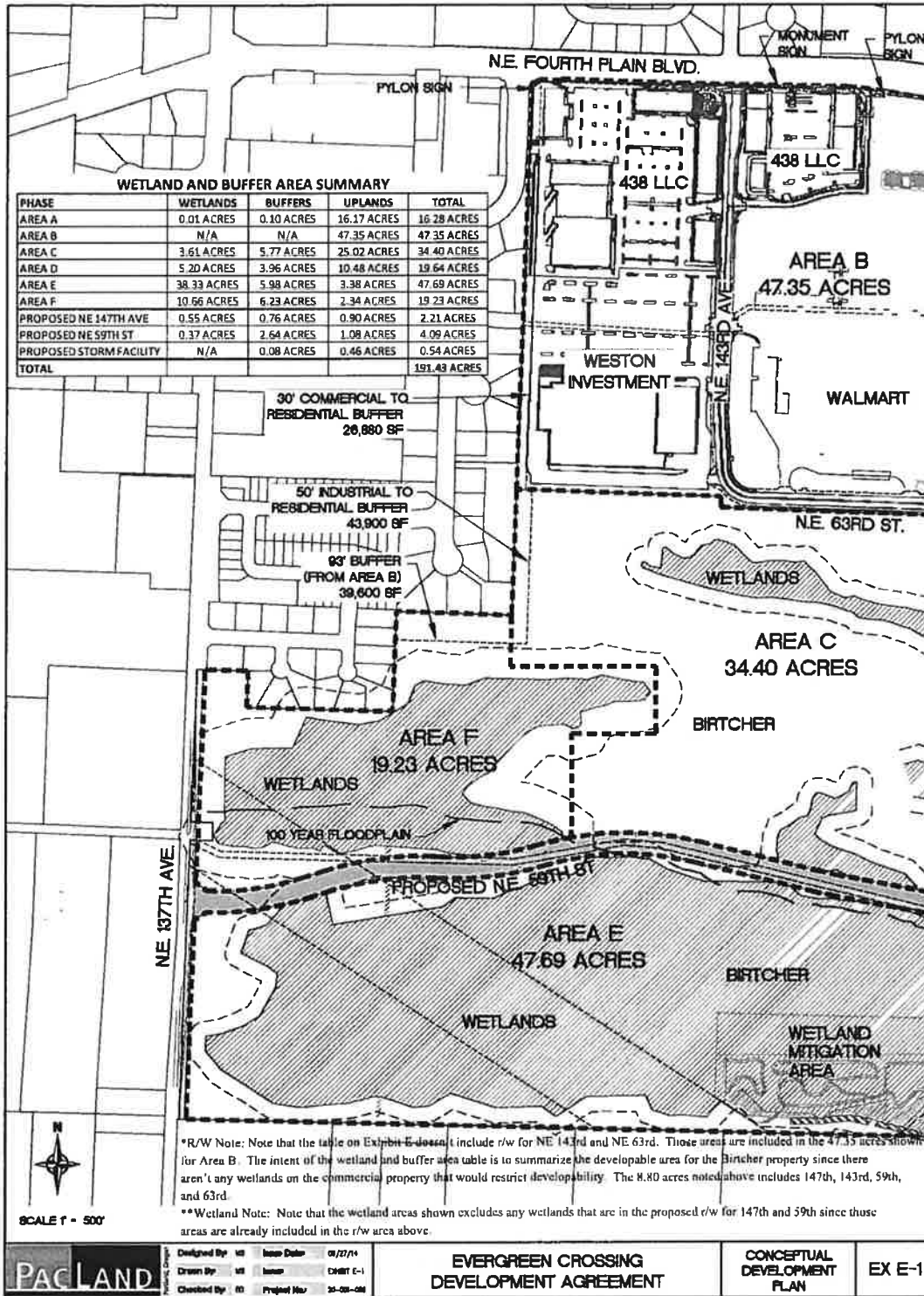


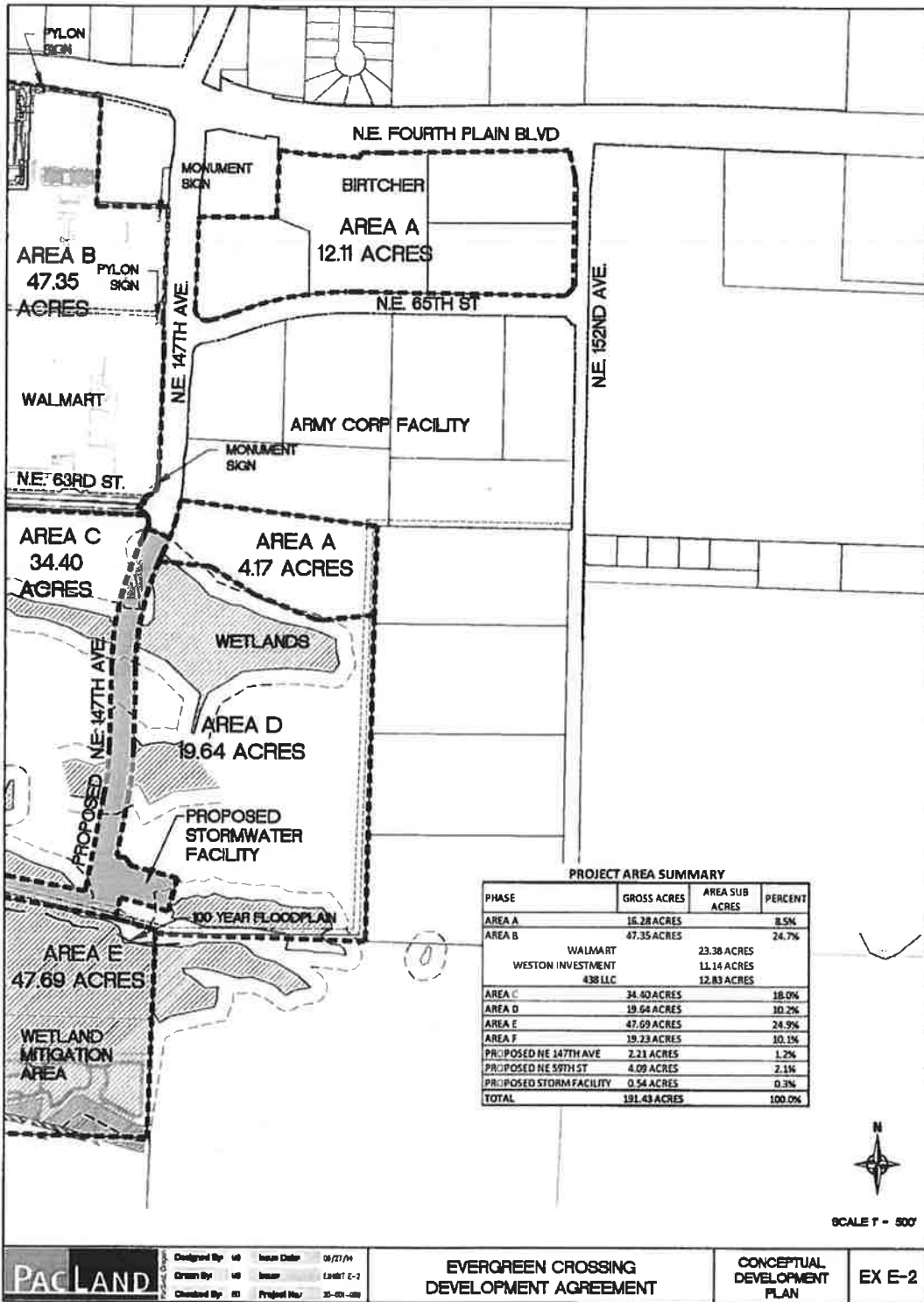
SCALE 1" = 500'

	Designed By: <b>MS</b>	Issue Date: <b>09/21/11</b>	<b>EVERGREEN CROSSING DEVELOPMENT AGREEMENT</b>	<b>DEVELOPMENT AREAS MAP</b>	<b>EX D-1</b>
	Drawn By: <b>MS</b>	Issue: <b>DM011 D-1</b>			
	Checked By: <b>SD</b>	Project No: <b>20-01-008</b>			



	Designed By: <b>MS</b>	Issue Date: <b>08/27/14</b>	<b>EVERGREEN CROSSING DEVELOPMENT AGREEMENT</b>	<b>DEVELOPMENT AREAS MAP</b>	<b>EX D-2</b>
	Drawn By: <b>MS</b>	Issue: <b>13081 P-2</b>			
	Checked By: <b>JD</b>	Project No: <b>20-03-001</b>			





PROJECT AREA SUMMARY

PHASE	GROSS ACRES	AREA SUB ACRES	PERCENT
AREA A	12.11 ACRES		8.5%
AREA B	47.35 ACRES		24.7%
	WALMART	23.38 ACRES	
	WESTON INVESTMENT	11.14 ACRES	
	438 LLC	12.83 ACRES	
AREA C	34.40 ACRES		18.0%
AREA D	19.64 ACRES		10.2%
AREA E	47.69 ACRES		24.9%
AREA F	19.23 ACRES		10.1%
PROPOSED NE 147TH AVE	2.21 ACRES		1.2%
PROPOSED NE 59TH ST	4.09 ACRES		2.1%
PROPOSED STORM FACILITY	0.54 ACRES		0.3%
<b>TOTAL</b>	<b>191.43 ACRES</b>		<b>100.0%</b>



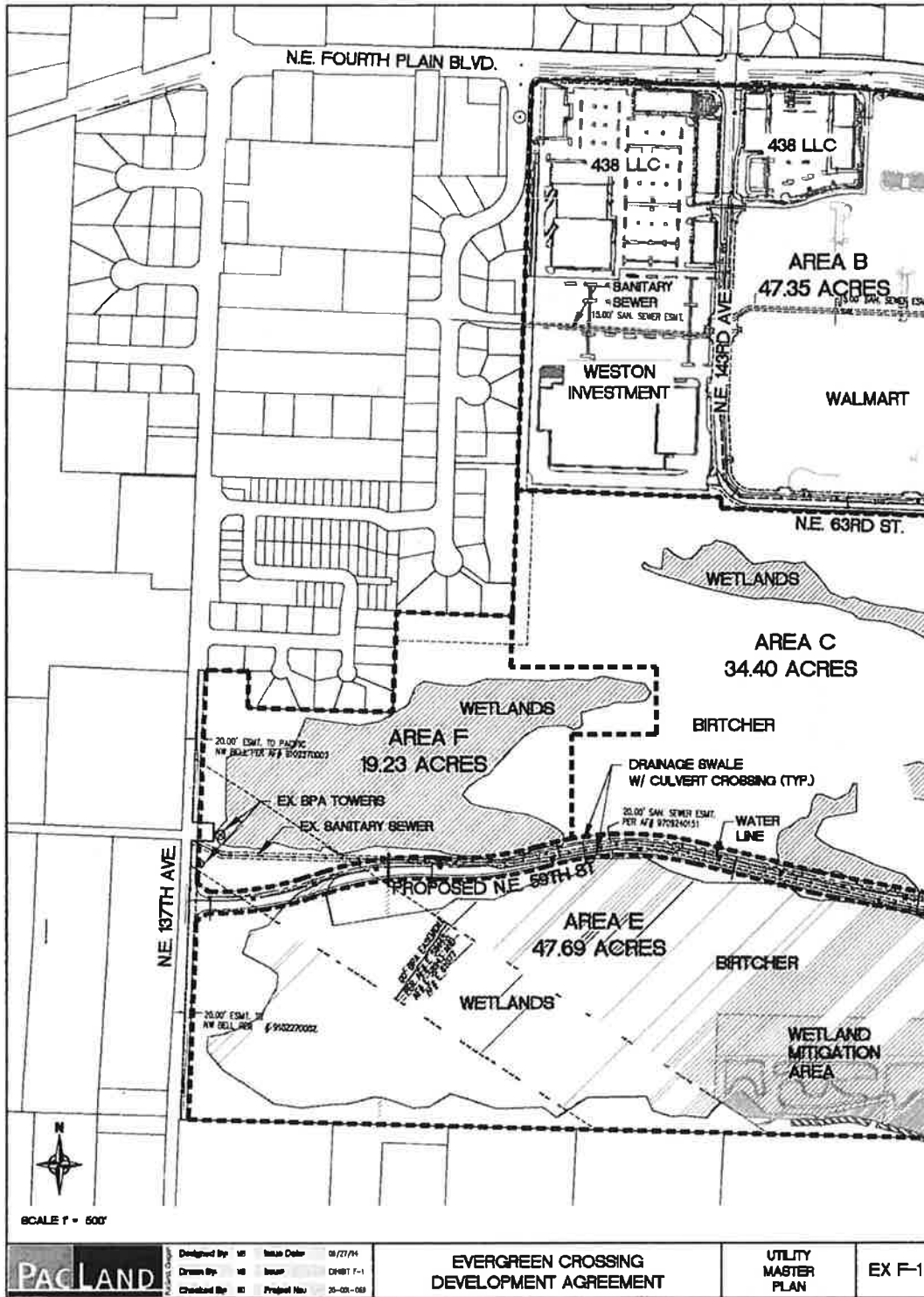
SCALE 1" = 500'

**PAC LAND**  
 Designed By: [initials] Issue Date: 08/21/04  
 Created By: [initials] Issue: [initials] Layout: E-2  
 Checked By: [initials] Project No.: 20-001-000

**EVERGREEN CROSSING  
 DEVELOPMENT AGREEMENT**

**CONCEPTUAL  
 DEVELOPMENT  
 PLAN**

**EX E-2**



SCALE 1" = 500'

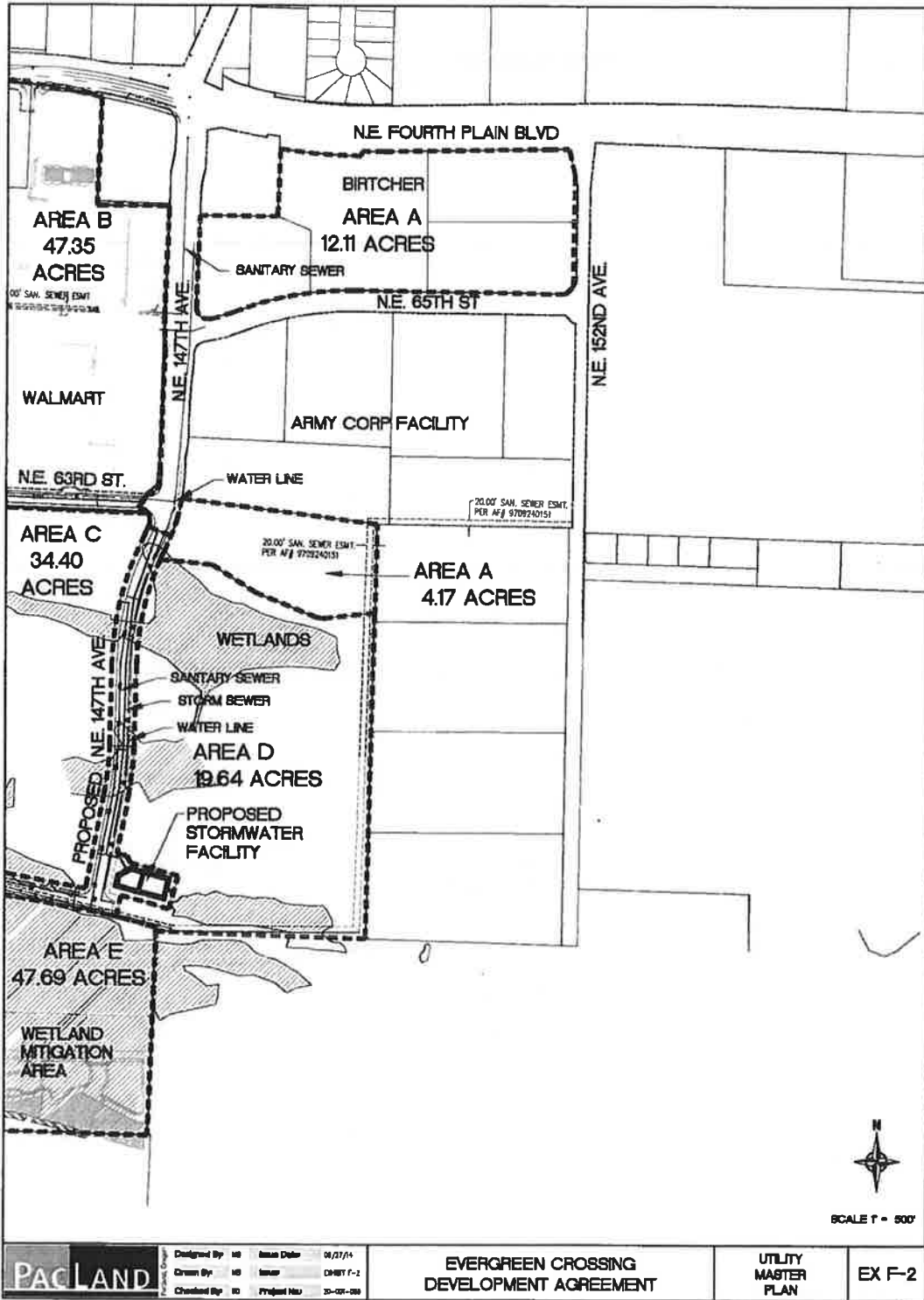


Designed By	MS	Issue Date	08/27/04
Drawn By	MS	Issue	08/27/04
Checked By	MS	Project No.	20-03-003

EVERGREEN CROSSING  
DEVELOPMENT AGREEMENT

UTILITY  
MASTER  
PLAN

EX F-1



**PAC LAND**

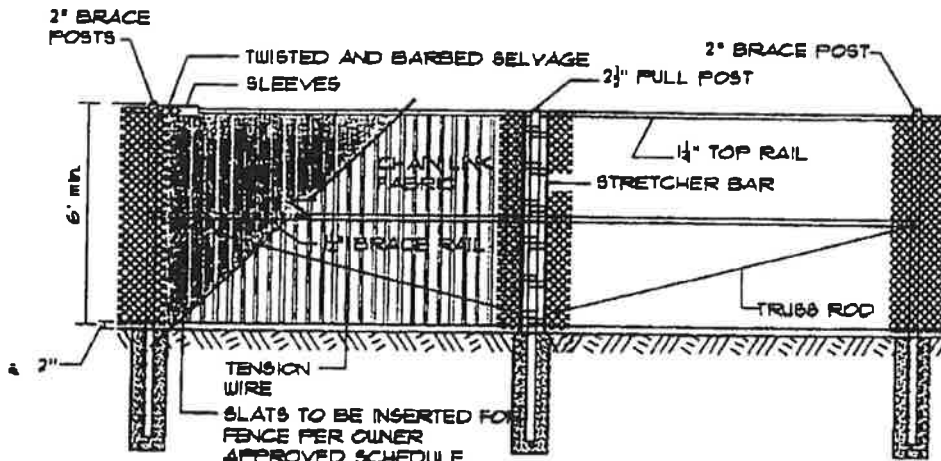
Designed By	MS	Issue Date	04/27/14
Drawn By	MS	Issue	DMBT F-2
Checked By	MS	Project No.	20-07-00

**EVERGREEN CROSSING  
DEVELOPMENT AGREEMENT**

**UTILITY  
MASTER  
PLAN**

**EX F-2**





**NOTE:**  
BRACE RAIL AND TRUSS ROD ONLY REQUIRED AT CORNER, END, GATE, BRACE, OR FULL POSTS. INSTALL ONE BRACE RAIL AND TRUSS ROD ON EACH SIDE OF SAID POSTS.

**NOTES:**

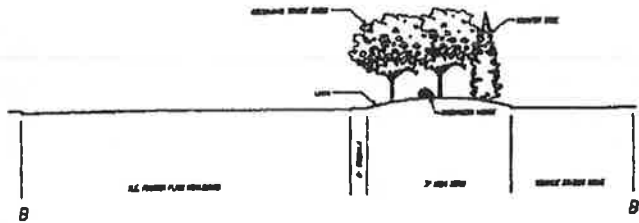
1. ALL CONCRETE POST BASES SHALL BE 10" MINIMUM DIAMETER, UNLESS OTHERWISE NOTED. USE 3000 PSI MINIMUM.
2. ALL POSTS SHALL BE SPACED AT 10' MAXIMUM INTERVALS UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
3. TOP OR BOTTOM TENSION WIRES SHALL BE PLACED WITHIN THE LIMITS OF THE FIRST FULL FABRIC WEAVE.
4. ALL MEMBER SIZES ARE I.D.
5. VINYL FENCE FABRIC SHALL BE SECURED TO GATE FRAMES WITH KNUCKLED SELVAGE ALONG TOP EDGE.
6. MINIMUM POST LENGTH: 8'- 0"
7. DETAILS ARE ILLUSTRATIVE AND SHALL NOT LIMIT HARDWARE DESIGN.
8. POSTS SHALL HAVE THE SAME COLOR FINISH AS THE VINYL FENCE FABRIC, UNLESS OTHERWISE NOTED.
9. INSTALL KNOX LOCKS OR NON-HARDENED CUTABLE CHAIN FOR ALL GATES PER THE FIRE MARSHAL.
10. INSTALL SLATS PER OWNER APPROVED SCHEDULE.

**W R G**  
**DESIGNING**  
345 SW Washington St., Portland, Oregon 97231  
TEL 503/418-2300 FAX 503/418-2600  
LANDSCAPE ARCHITECTS & LANDSCAPE ARCHITECTS IN TRAINING

**PROPOSED FENCE DETAIL  
BROCHER BUSINESS PARK**

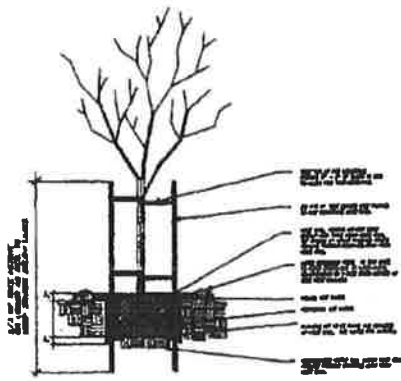
VANCOUVER, WASHINGTON  
**EXHIBIT G**  
PAGE 1 OF 3

PROJECT NO. ANK3007  
DATE: 01/10/03  
BY: DAP  
SHEET NO. EX1

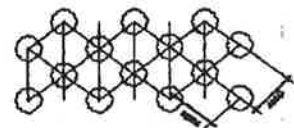


**E** SECTION B - B'  
SCALE 1"=4'-0"

- LANDSCAPE**
- TREE SYMBOL - 12" DBH
  - ★ TREE SYMBOL - 18" DBH
  - GRASS
  - ASPHALT
  - CONCRETE
  - SAND
  - GRAVEL
  - MULCH
  - PLANTING BED



**A** TREE PLANTING DETAIL: UNDER 2" CALIPER  
SCALE 1"=1'-0"



**B** GROUNDCOVER PLANTING DETAIL  
SCALE 1"=1'-0"

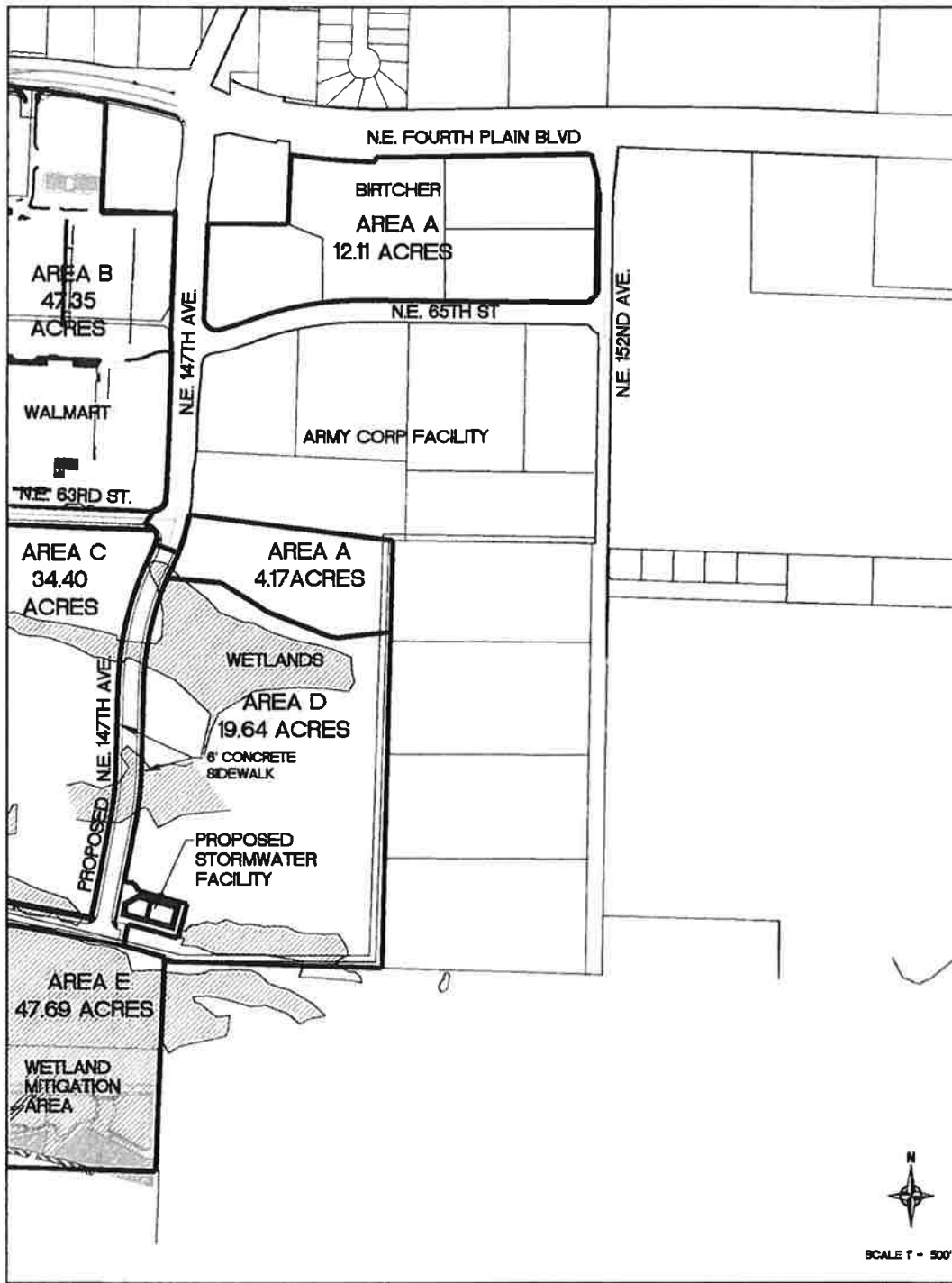


**C** CONTAINER TREE PLANTING DETAIL  
SCALE 1"=1'-0"

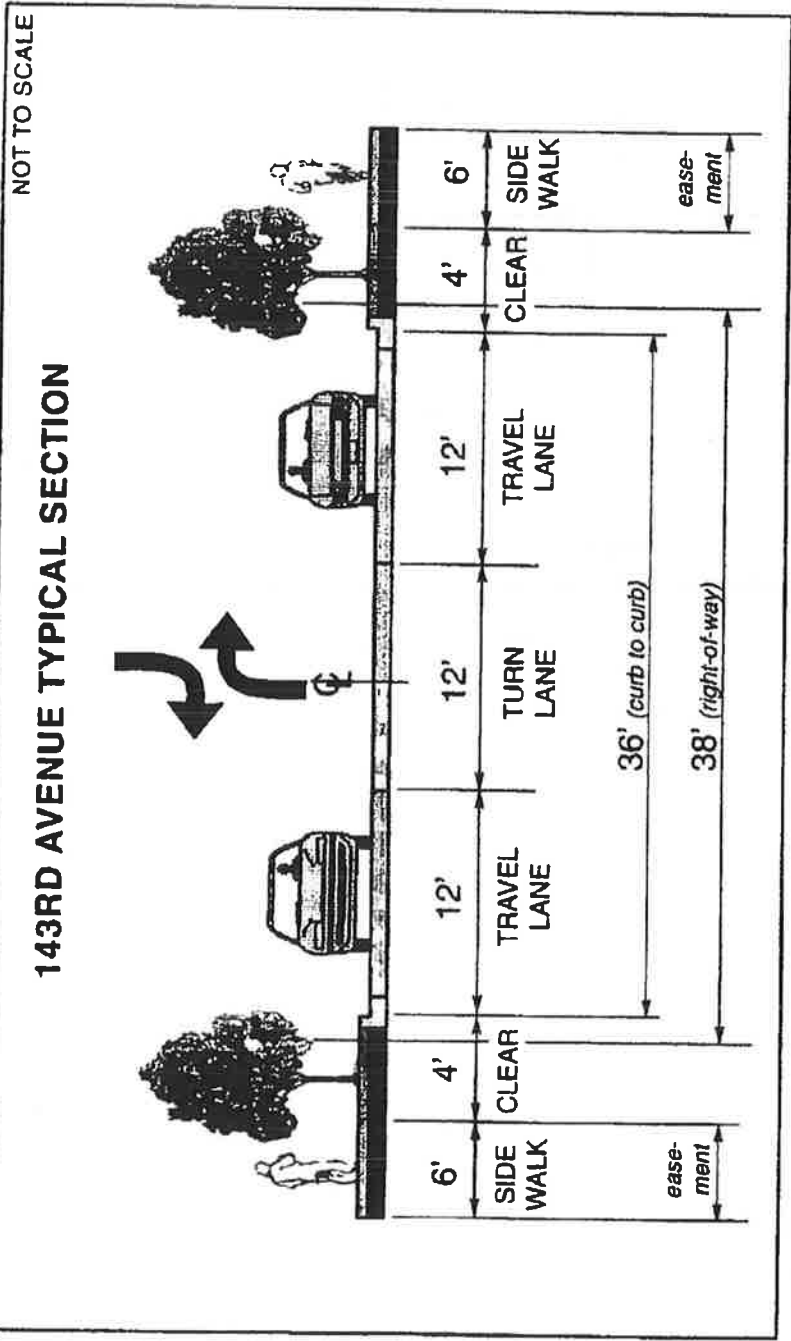
PRELIMINARY SITE/LANDSCAPE PLAN FOR:  
**BIRTCHEr BUSINESS CENTER**





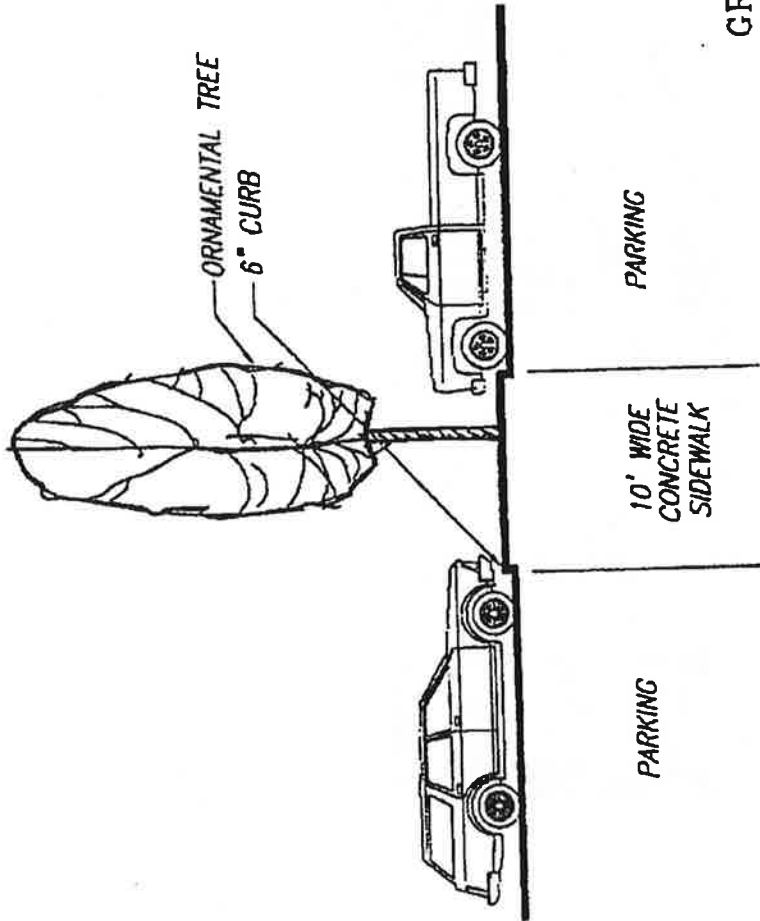


	Designed By: <b>MS</b>	Issue Date: <b>09/11/14</b>	<b>EVERGREEN CROSSING DEVELOPMENT AGREEMENT</b>	<b>PEDESTRIAN CIRCULATION PLAN</b>	<b>EX H-2</b>
	Drawn By: <b>MS</b>	Issue: <b>09/11/14</b>			
	Checked By: <b>SD</b>	Project No.: <b>22-021-020</b>			



**EXHIBIT I**

*Graphic represents typical section based on City of Vancouver Road Standards and/or agreements between city staff and the applicant. Variations may occur by roadway segment in the final site plan application/approval.*



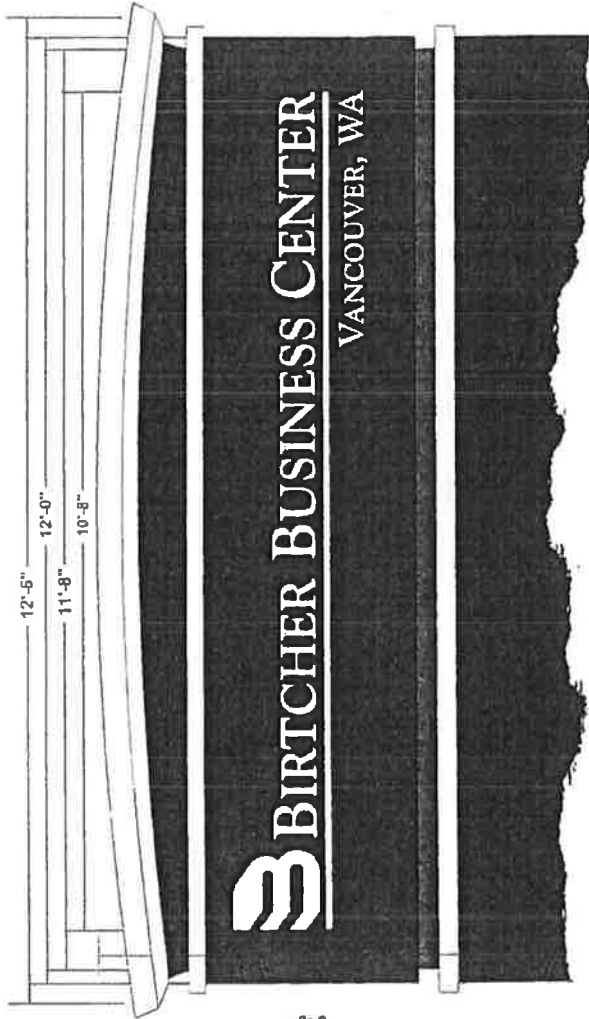
GRAPHIC SCALE



( IN FEET )  
1 inch = 8 ft

EXHIBIT J  
PAGE 1 OF 1

PEDESTRIAN CONNECTION THROUGH PARKING LOT - RETAIL 'A'



**EXHIBIT K**  
PAGE 1 OF 3

**MANUFACTURE AND INSTALL:  
ONE DOUBLE FACE ILLUM. MONUMENT DISPLAY.**  
CABINET TOP CAP: OF 90 ALUM. / PAINT MILLER 8749W WHITE (SEMI-GLOSS)  
REVEALS: OF 90 ALUM. / (TEXCOTE)  
MAIN SIGN FACE: OF 90 ALUM. / (TEXCOTE)  
(CUSTOMER TO SELECT COLOR OF BACKGRND)

CABINET TOP CAP: OF 90 ALUM. / (TEXCOTE)  
COPY: PUSH-THRU 1/2" THICK, FROSTED EDGES  
- TO ILLUMINATE WHITE  
MARBLE BASE: BY OTHERS  
CAP: OF 15 LB. HDU / PAINT MILLER 8749W WHITE (TEXCOTE)  
ILLUM: FLUORESCENT / COOL WHITE LAMPS

436 8E 12TH AVE  
PORTLAND, OR 97214  
WWW.SECURITYSIGNS.COM  
OR CCB # 122608  
WA SECUNSG02CF  
T. 503.232.4172  
F. 503.230.1861

**SECURITY  
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QUALITY SIGNS SINCE 1978

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Security Signs, Inc. is forbidden.  
CUSTOMER AGREES BY  
INITIALING HERE

DATE 02/25/03  
DRAWING # 03-FS017R1  
PAGE # 1 OF 1  
PROJECT MANAGER  
KEVIN KELJO

**BIRTCHE  
BUSINESS CENTER**  
VANCOUVER, WASHINGTON

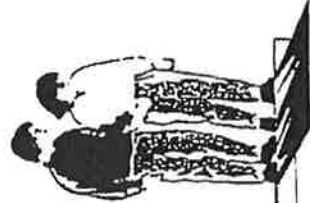
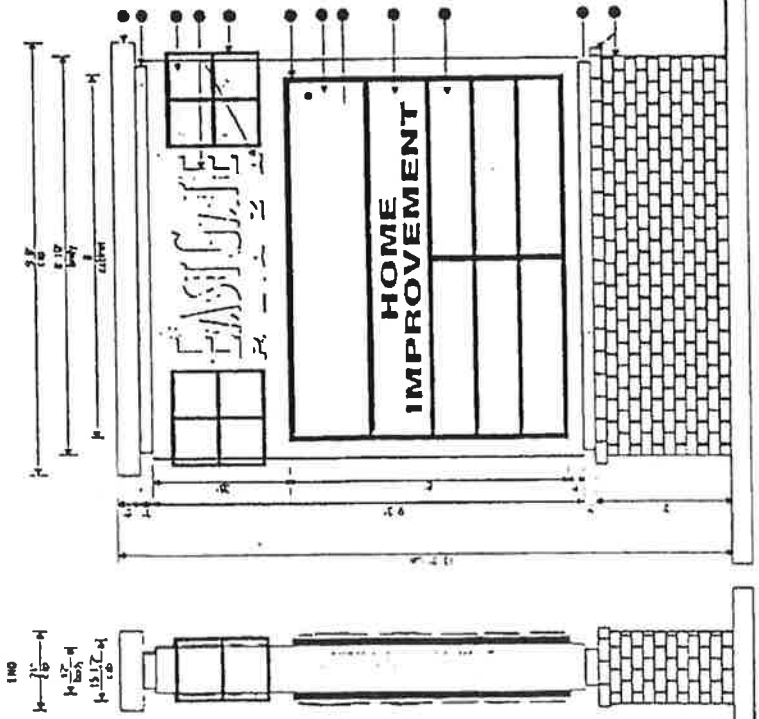
CLIENT APPROVAL  
PLEASE SIGN HERE  
DATE



**TubeArt**  
Square & Square Displays

1140A, 1140B, 1140C, 1140D, 1140E, 1140F, 1140G, 1140H, 1140I, 1140J, 1140K, 1140L, 1140M, 1140N, 1140O, 1140P, 1140Q, 1140R, 1140S, 1140T, 1140U, 1140V, 1140W, 1140X, 1140Y, 1140Z

- Manufacture and Install:**  
One double face front, central measurement display.  
Size:  $1\frac{1}{2} \times 1\frac{1}{2}$
- 1140A, 1140B, 1140C, 1140D, 1140E, 1140F, 1140G, 1140H, 1140I, 1140J, 1140K, 1140L, 1140M, 1140N, 1140O, 1140P, 1140Q, 1140R, 1140S, 1140T, 1140U, 1140V, 1140W, 1140X, 1140Y, 1140Z
  - 1140A, 1140B, 1140C, 1140D, 1140E, 1140F, 1140G, 1140H, 1140I, 1140J, 1140K, 1140L, 1140M, 1140N, 1140O, 1140P, 1140Q, 1140R, 1140S, 1140T, 1140U, 1140V, 1140W, 1140X, 1140Y, 1140Z
  - 1140A, 1140B, 1140C, 1140D, 1140E, 1140F, 1140G, 1140H, 1140I, 1140J, 1140K, 1140L, 1140M, 1140N, 1140O, 1140P, 1140Q, 1140R, 1140S, 1140T, 1140U, 1140V, 1140W, 1140X, 1140Y, 1140Z
  - 1140A, 1140B, 1140C, 1140D, 1140E, 1140F, 1140G, 1140H, 1140I, 1140J, 1140K, 1140L, 1140M, 1140N, 1140O, 1140P, 1140Q, 1140R, 1140S, 1140T, 1140U, 1140V, 1140W, 1140X, 1140Y, 1140Z
  - 1140A, 1140B, 1140C, 1140D, 1140E, 1140F, 1140G, 1140H, 1140I, 1140J, 1140K, 1140L, 1140M, 1140N, 1140O, 1140P, 1140Q, 1140R, 1140S, 1140T, 1140U, 1140V, 1140W, 1140X, 1140Y, 1140Z
  - 1140A, 1140B, 1140C, 1140D, 1140E, 1140F, 1140G, 1140H, 1140I, 1140J, 1140K, 1140L, 1140M, 1140N, 1140O, 1140P, 1140Q, 1140R, 1140S, 1140T, 1140U, 1140V, 1140W, 1140X, 1140Y, 1140Z
  - 1140A, 1140B, 1140C, 1140D, 1140E, 1140F, 1140G, 1140H, 1140I, 1140J, 1140K, 1140L, 1140M, 1140N, 1140O, 1140P, 1140Q, 1140R, 1140S, 1140T, 1140U, 1140V, 1140W, 1140X, 1140Y, 1140Z
  - 1140A, 1140B, 1140C, 1140D, 1140E, 1140F, 1140G, 1140H, 1140I, 1140J, 1140K, 1140L, 1140M, 1140N, 1140O, 1140P, 1140Q, 1140R, 1140S, 1140T, 1140U, 1140V, 1140W, 1140X, 1140Y, 1140Z
  - 1140A, 1140B, 1140C, 1140D, 1140E, 1140F, 1140G, 1140H, 1140I, 1140J, 1140K, 1140L, 1140M, 1140N, 1140O, 1140P, 1140Q, 1140R, 1140S, 1140T, 1140U, 1140V, 1140W, 1140X, 1140Y, 1140Z
  - 1140A, 1140B, 1140C, 1140D, 1140E, 1140F, 1140G, 1140H, 1140I, 1140J, 1140K, 1140L, 1140M, 1140N, 1140O, 1140P, 1140Q, 1140R, 1140S, 1140T, 1140U, 1140V, 1140W, 1140X, 1140Y, 1140Z

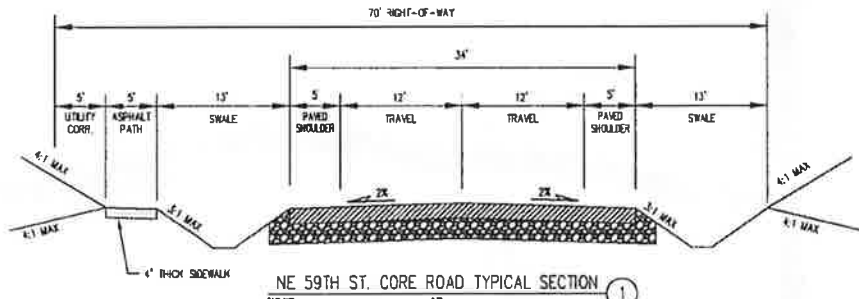


**EXHIBIT K**  
PAGE 2 OF 3

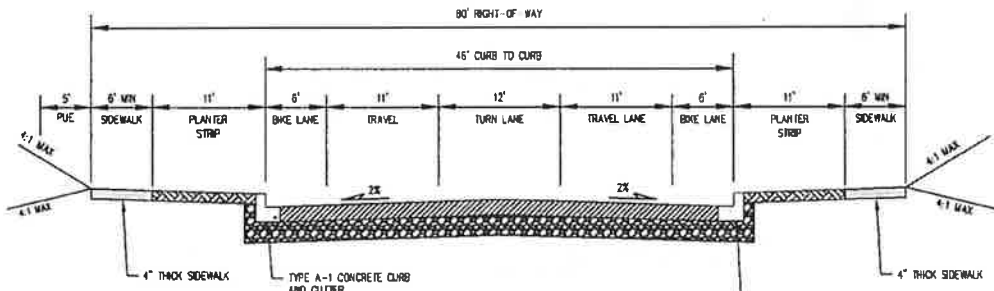
EastGate Plaza  
2650 Eastgate Plaza  
Vancouver, BC

1140A, 1140B, 1140C, 1140D, 1140E, 1140F, 1140G, 1140H, 1140I, 1140J, 1140K, 1140L, 1140M, 1140N, 1140O, 1140P, 1140Q, 1140R, 1140S, 1140T, 1140U, 1140V, 1140W, 1140X, 1140Y, 1140Z

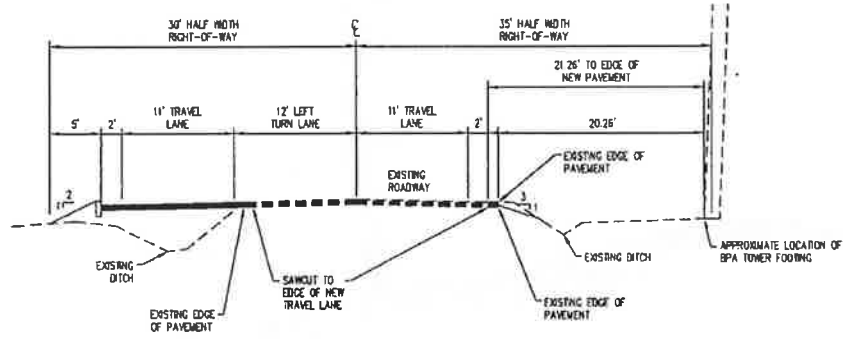




NE 59TH ST. CORE ROAD TYPICAL SECTION 1

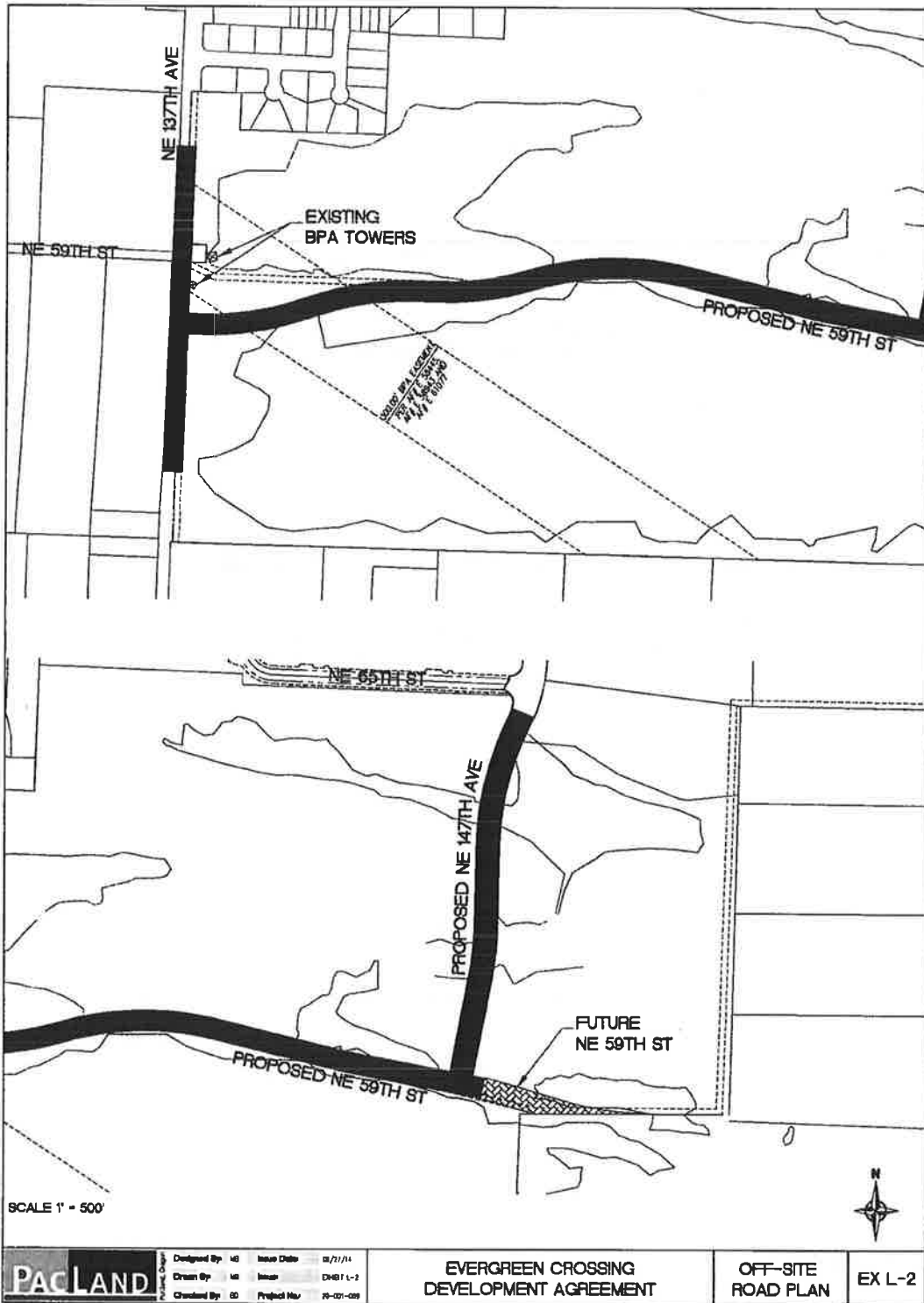


NE 147TH AVE. TYPICAL SECTION 2



NE 137TH AVE. WIDENING TYPICAL SECTION 3

	Designed By: <b>MS</b> <b>Janis Oiler</b> 08/22/14	<b>EVERGREEN CROSSING DEVELOPMENT AGREEMENT</b>	<b>CROSS- SECTIONS</b>	<b>EX L-1</b>
	Drawn By: <b>MS</b> <b>Issur</b> CHS1 L-1			
	Checked By: <b>BO</b> <b>Project No.</b> 20-001-001			



## EXHIBIT M TREE CONSERVATION TABLE

Tree Conservation - Tree Density Requirements Updated: 3/19/2014

Tree Credits Allowed per DA Section 10

10.1 subsection	Description	Total Trees	Size/Caliper (est)	Tree Unit Value	Tree Units	Credit Amount	Tree Credit
a	Street trees (previously installed)						
	Fourth Plain	67	<6"	1	67	50%	33.5
	143rd Ave	62	<6"	1	62	50%	31
	147th Ave	56	<6"	1	56	50%	28
	63rd St	47	<6"	1	47	50%	23.5
	152nd Ave	30	<6"	1	30	50%	15
b	Street trees (proposed)						
	147th Ave Extension	72	<6"	1	72	50%	36
	59th St	0	N/A	1	0	50%	0
c	Wetland Mitigation Trees (Area E)						
	Wetland Creation Area	238	<6"	1	238	100%	238
	Wetland Enhancement Area	518	<6"	1	518	100%	518
	Wetland Rehabilitation Area	804	<6"	1	804	100%	804
						Total	1756

Owner	Land Area (per Rectal E., but modified for Birchler) in acres	% acres of Total	Tree Credit Spread	Approx. Trees needed based upon acres	Amount of Tree Units to make up on each owner site
Birchler	69.66	60.62%	1064	2089.8	-1025
Wal-Mart	22.52	19.60%	344	675.6	-331
Weston	10.91	9.49%	167	327.3	-161
438	11.83	10.29%	181	354.9	-174
Total	114.92	100.00%	1756		

check check

## EXHIBIT N TRIP GENERATION TABLE

Revised Trip Generation Estimates for Evergreen Crossing  
PHASE 1

Land Use	ITE Code	Size (SF/Fueling)	Daily Trips		Weekday AM Peak Hour		Weekday PM Peak Hour	
			Total	In	Out	Total	In	Out
Walmart	813	155,000	7,866	3,933	3,933	161	126	330
Internalization (0%)			0	0	0	0	0	0
Pass-By Trips (28%)			2,202	1,101	1,101	0	0	188
Fuel Station	944	12	2,024	1,012	1,012	74	72	166
Internalization (30% daily, 20% AM & PM)			607	303	304	15	15	32
Pass-By Trips (50% daily, 58% AM, 42% PM)			709	354	355	33	34	56
Fast-Food Restaurant with Drive-Through	934	3,000	1,488	744	744	69	67	98
Internalization (30% daily, 20% AM & PM)			447	223	224	13	14	20
Pass-By Trips (50% Daily, 49% AM, 50% PM)			521	260	261	26	27	40
Shopping Center	820	13,300	1,830	915	915	28	17	155
Internalization (30% daily, 20% AM & PM)			549	274	275	4	5	31
Pass-By Trips (34%)			436	218	218	6	6	42
Drive-In Bank	912	4,000	593	296	297	27	21	97
Internalization (30% daily, 20% AM & PM)			178	89	89	5	5	19
Pass-By Trips (47%)			195	97	98	9	9	37
<b>Total Trips</b>			<b>13,801</b>	<b>6,900</b>	<b>6,901</b>	<b>360</b>	<b>303</b>	<b>1,190</b>
<b>Internalization</b>			<b>1,780</b>	<b>889</b>	<b>891</b>	<b>37</b>	<b>39</b>	<b>102</b>
<b>Pass-By</b>			<b>4,062</b>	<b>2,030</b>	<b>2,032</b>	<b>114</b>	<b>117</b>	<b>363</b>
<b>Net New Trips</b>			<b>7,959</b>	<b>3,982</b>	<b>3,977</b>	<b>209</b>	<b>147</b>	<b>725</b>
<b>Weston Site</b>								
Total Trips	See note 2	See note 2	3,575	1,788	1,788	99	75	271
Internalization (30% daily, 20% AM & PM)			1,073	536	536	17	17	54
Pass-By Trips (48%)			1,201	601	601	33	33	104
<b>Net New Trips</b>			<b>1,301</b>	<b>651</b>	<b>651</b>	<b>48</b>	<b>24</b>	<b>113</b>
<b>438 LLC Site</b>								
Shopping Center	See note 3	See note 3	7,994	3,997	3,997	113	69	709
Internalization (30% daily, 20% AM & PM)			2,398	1,199	1,199	18	18	142
Pass-By Trips (34%)			1,903	951	951	25	25	193
Fast-Food Restaurant with Drive-Through	934	3,500	1,736	868	868	81	78	114
Internalization (30% daily, 20% AM & PM)			521	260	260	16	16	23
Pass-By Trips (50% Daily, 49% AM, 50% PM)			608	304	304	31	31	46
Drive-In Bank	912	4,700	696	348	348	32	24	114
Internalization (30% daily, 20% AM & PM)			209	104	104	6	6	23
Pass-By Trips (42%)			229	115	115	11	11	43
High Turnover Sit Down Restaurant	932	11,088	1,410	705	705	66	54	109
Internalization (30% daily, 20% AM & PM)			423	211	211	12	12	22
Pass-By Trips (43%)			424	212	212	21	21	38
<b>Net New Trips</b>			<b>5,122</b>	<b>2,561</b>	<b>2,561</b>	<b>153</b>	<b>86</b>	<b>518</b>
<b>Remainder of Phase 1 Birtcher Business Center (BBC)</b>								
General Office Building	See note 4		2,700	1,350	1,350	350	45	370
Internalization (3%)	710	257,900	80	40	40	5	5	10
General Light Industrial (Army Depot - Constructed)	110	80,000	560	280	280	65	10	65
Warehousing	150	60,000	320	160	160	45	15	40
<b>Net New Trips</b>			<b>3,500</b>	<b>1,750</b>	<b>1,750</b>	<b>455</b>	<b>65</b>	<b>465</b>
<b>Total Net New Trips (Phase 1)</b>			<b>17,862</b>	<b>8,943</b>	<b>8,939</b>	<b>865</b>	<b>322</b>	<b>1,821</b>

## EXHIBIT N TRIP GENERATION TABLE

Revised Trip Generation Estimates for Evergreen Crossing (cont)

PHASE 2		EXHIBIT N		(cont)	
Phase 2 BBC	See note 5	2,844	1,422	1,422	431
General Office Building	710	276,400	1,422	1,422	431
General Light Industrial	110	148,500	518	518	136
Warehousing	150	73,300	376	188	70
<b>Net New Trips</b>		<b>4,256</b>	<b>2,128</b>	<b>2,128</b>	<b>637</b>
<b>PHASES 1 &amp; 2</b>					
<b>Total Site Generated Trips</b>		<b>37,049</b>	<b>18,524</b>	<b>18,525</b>	<b>2,525</b>
<b>Total Internal Trips</b>		<b>6,484</b>	<b>3,241</b>	<b>3,243</b>	<b>224</b>
<b>Total Pass By Trips</b>		<b>8,427</b>	<b>4,212</b>	<b>4,215</b>	<b>472</b>
<b>Net New Trips</b>		<b>22,138</b>	<b>11,071</b>	<b>11,067</b>	<b>1,829</b>

- Notes:
1. Reflects new land uses for modified Walmart site plan per TranspoGroup memo dated 3/21/2014 (155,000 SF WalMart, 12-position fuel station, 3,000 SF fast food restaurant, 13,300 specialty retail, 4,000 bank).
  2. Reflects home improvement superstore of 116,300 SF per original Birtcher TIA (December 2002), but now using current ITE Trip Generation, 9th Edition. Same assumptions apply for Internal and pass-by reductions.
  3. Land use assumptions reflect Group Mackenzie site plans for Eastgate Plaza Phases II, III, and IV, with edits based on phone conversation with Matt Harrell on December 27th, 2013
  4. The land uses reflect remainder of BBC (Phase 1), as vested in 2002. Trips now reflect current ITE Trip Generation Manual 9th Edition, to nearest 5 vehicles; Army Depot has been inserted as the General Light Industrial use.
  5. The land uses and square footage shown reflect what was originally vested in 2002 for Phase 2 of the Birtcher site.

## EXHIBIT O

### Building Design Guidelines

1. Orientation to the Street
  - a. The building's primary entrance should face the public street.
  - b. Principal building entries should be visible from the street and public space and emphasized with a large door or "framing" devices (e.g., deep overhangs, recesses, porches, arches, arcades, etc.) or other architectural treatment.
2. Massing/Articulation
  - a. Design techniques should be utilized to reduce the apparent mass of larger buildings. Potential approaches to reduce the apparent mass include the use of vertical and horizontal offsets, modulation and/or color or material changes.
3. Building Materials
  - a. Compatibility of exterior materials and finishes with surrounding buildings.
    - i. Exterior materials should be compatible with those of surrounding buildings.
  - b. Consistent use of exterior materials and finishes.
    - i. Exterior materials and the appearance of rear and side facades should be similar to and compatible with the front/primary façade.
  - c. Choice of exterior materials.
    - i. All exterior materials should be sufficiently durable to insure stability, maintainability and long life.
    - ii. Natural materials conveying permanence, such as masonry, are preferred.
    - iii. Smooth face concrete block may be used as an exterior treatment provided it is not used on the primary façade.
4. Building Design
  - a. A variety of different textures, complementary colors, shadow lines and contrasting shapes produce attractive facades should be incorporated into the design. Use of a single color should be discouraged.
  - b. Architectural design should create visual interest.
5. Screening of Trash and Service Areas
  - a. All service, loading and trash collection areas should be screened with a material compatible with the building.
  - b. Wherever possible, avoid locating service, loading, and trash collection facilities in pedestrian-oriented areas.
6. Rooftop Equipment
  - a. Rooftop equipment should be screened from the property line.
  - b. Mechanical equipment should be screened with a material compatible with the building structure.