

STAFF REPORT NO. 145-06

TO: Mayor and City Council
FROM: Pat McDonnell City Manager

DATE: 8/21/06

Subject: Public Hearing -- pre-annexation/development agreements with Columbia Rock and Aggregate, Inc.; Friberg Properties L.L.C.; Friberg Investments, L.L.C.; Schmid Family Partnership and DIRG, L.L.C.

Objective: Revise pre-annexation agreements between the City of Vancouver and Columbia Rock and Aggregate, Inc.; Friberg Properties L.L.C.; Friberg Investments, L.L.C.; Schmid Family Partnership I, and adopt a new pre-annexation agreement with DIRG, LLC (Ralph Gilbert) for properties in Section 30.

Present Situation: When the Cascade Park Annexation occurred in 1997, the City of Vancouver entered into an annexation agreement with three aggregate mining interests located in Section 30. (Attachment A) In the agreement, the City agreed not to pursue annexation of Section 30 until the agreement expired in 2008 and the mining interests ensured their ability to continue operations under Clark County regulations. In 2003, Vancouver and Clark County jointly sponsored development of a sub-area plan for Section 30. The plan was completed in 2004 and adopted as a part of the County's GMA Plan in September 2004. The plan envisions redevelopment of Section 30 with a mix of uses, with an emphasis on employment. Staff negotiated a revised agreement with Pacific Rock Products and has been working with the other mining interests to develop a new annexation agreement covering all their property in Section 30. Attachment B is the new agreement with Columbia Rock and Aggregate, Schmid Family Partnership, Friberg Properties L.L.C.; and Friberg Investments, L.L.C. Attachment C is a new agreement with DIRG, LLC (Ralph Gilbert).

The proposed agreements would

1. Replace the 1997 annexation agreement and adopt a new agreement with DIRG, LLC.
2. Allow the existing mining and related uses to continue, consistent with the requirements of state law.
3. Commit Columbia Rock and Aggregate, Schmid Family Partnership, and Friberg Properties, and Friberg Investments to work with the City to prepare a development agreement containing the specifics of how these properties would redevelop once mining uses cease.
4. Commit DIRG, LLC to work with the City to prepare a binding site plan or development agreement containing specifics of how their properties would redevelop.
5. Specify the land uses envisioned for the properties after reclamation as a mix of uses similar to those allowed on Columbia Tech Center, which is adjacent to Section 30 to the south.

Advantage(s): Approval of the revised annexation agreement will remove an obstacle to annexation of the majority of properties in Section 30 and outline the conditions under which aggregate mining can continue or reclamation and redevelopment of the site can occur.

Disadvantage(s): None.

Budget Implications: None.

Actions Requested:

1. On August 21, 2006, subject to public hearing, adopt resolution (A) authorizing the City Manager or his designee to sign the revised Annexation Agreement with Columbia Rock and Aggregate, Schmid Family Partnership, Friberg Properties L.L.C.; and Friberg Investments, L.L.C.
2. On August 21, 2006, subject to public hearing, adopt resolution (B), authorizing the City Manager or his designee to sign the new Annexation Agreement with DIRG, LLC.

Attachments:

- Resolution (A)
- Annexation Agreement with Columbia Rock and Aggregate, et al
- Resolution (B)
- Annexation Agreement with DIRG, LLC

A6081003/PM:LH:MW

WHEREAS, the City is authorized under RCW 35.13 et seq, RCW 36.70B.170 et seq. and VMC 20.250.010(B) to enter into agreements for real property outside its boundaries as part of a proposed annexation or service agreement in order to minimize any existing or potential dispute regarding the continued use and future development of the properties. These provisions may govern and vest the use, development or redevelopment and mitigation of development impacts of the real property for the length of time specified in the agreement; and

WHEREAS, the parties desire to enter into this Pre-annexation Development Agreement to govern the Section 30 Property; and

WHEREAS, as described in Staff Report 145-06, it is in the mutual interest of the City and the Owners of certain property described in the attached Pre-Annexation Development Agreement (Exhibit "A") to enter into such agreement.


NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. City Council, in accordance with RCW 35.13 et seq. and 36.70B.200, hereby authorizes the City Manager or his designee to execute on behalf of the City a Pre-annexation/Development agreement in the form attached hereto.


ADOPTED at regular session of the Council of the City of Vancouver, this

21st day of August, 2006.



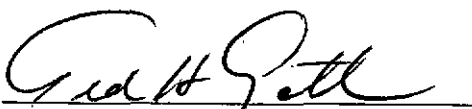
Royce E. Pollard, Mayor

Attest:



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

Approved as to form



Ted H. Gathe, City Attorney

4240339 AGR

RecFee - \$42.00 Pages: 11 - CITY OF VANCOUVER
Clark County, WA 10/26/2006 03:48



TO BE RECORDED

RETURN ADDRESS

City of Vancouver
City Clerk's Office
PO Box 1995
Vancouver, WA 98668-1995

Grantor : DIRG, LLC (a Washington Limited Liability Company)
Grantee : City of Vancouver, a Washington municipal corporation
Abbreviated Legal : SE ¼ Section 30 T2N R3E WM
Assessor's Tax Parcel Nos. : 176378-000 & 176381-000
Prior Excise Tax No. : NA
Other Reference No(s). : NA

PRE-ANNEXATION / DEVELOPMENT AGREEMENT

1. Parties: DIRG, LLC (a Washington Limited Liability Company) hereinafter referred to as "Owner"

The City of Vancouver, Washington, a Washington Municipal Corporation ("City").

2. Recitals:

2.1 Owner owns property within Clark County in Section 30 of Township 2 North, Range 3 East of the Willamette Meridian legally described in Exhibit "A" attached hereto and incorporated into this Development Agreement by reference. The City may annex this property in the future consistent with the agreement of the parties.

2.2 In an Inter-local Agreement dated May 13, 2003, the City and the County agreed to prepare a sub-area plan for properties within Section 30, but acknowledged in the Interlocal Agreement that it is their intent to implement the Interlocal Agreement in a manner consistent with pending applications and approved but not constructed projects.

2.3 The Owner has applied to Clark County for a permit to fill the Properties which were formerly used as an aggregate quarry, consistent with requirements for reclamation of former mines contained in RCW 78.44

2.4 The City desires to enter into this Pre-Annexation/Development Agreement in order to develop a long-term, collaborative plan with the Owners for reclamation and productive reuse of all of the Owners' Properties as described in this Agreement.

2.5 The Owners desire to enter into this Pre-Annexation/Development Agreement so that it can be assured that it can continue with reclamation of the former surface mine and to develop a long-term collaborative plan with the City for reclamation and productive reuse of the Properties described in this Agreement and that it can be assured there will be a continuity of regulations applicable to the Properties.

2.6 The City is authorized under RCW 35.13 *et. seq.*, RCW 36.70B.170 *et seq.* and VMC 20.250.010(B) to enter into agreements for real property outside its boundaries as part of a proposed annexation or service agreement in order to minimize any existing or potential dispute regarding the continued use and future development of the properties. These provisions may govern and vest the use, development or redevelopment and mitigation of development impacts of the real property for the length of time specified in the agreement.

2.7 The parties desire to enter into this Pre-Annexation Agreement to govern the Properties.

IN CONSIDERATION of the terms and conditions in this Agreement, the Owners and the City agree as follows:

3. Annexation. The Owner acknowledges that the entire property legally described in Exhibits "A," may be annexed into the City. The Owner agrees to sign a Notice of Intent to Annex and Petition for Annexation, which are consistent with the requirements of Chapter 35.13 RCW, at such time as the City circulates it. The Owner agrees to participate in any such annexation or shall waive its right to protest the same.

4. Current Property Uses. The Owner agrees that surface mining and related activities on the Property have ceased and will not be resumed. The Property is in the process of being reclaimed for redevelopment with other uses, consistent with the requirements of RCW 78.44 and the Washington Department of Natural Resources (DNR). City agrees to honor all permits related to this reclamation obtained by owner from the state and Clark County.

5. Future Uses of the Properties. The City and Owner hereby agree that future development on the Property shall be consistent with the Section 30 Plan cooperatively developed and adopted by Clark County and the City. The City and Owner agree to work on a master plan for redevelopment when appropriate. Except as otherwise provided herein, the Property shall be allowed to redevelop with the same mix and percentage of uses that are permitted for the Columbia Tech Center development as set forth in the Master Declaration of Protective Covenants, Conditions, Restrictions and Easements dated

January 15, 1997 and recorded January 17, 1997 in the records of Clark County, Washington under Auditor's File No. 9701170005 as amended by Amendment to Master Declaration of Protective Covenants, Conditions, Restrictions and Easements dated July 30, 2002 and recorded August 13, 2002 in the records of Clark County, Washington under Auditor's File No. 3500189, and by Second Amendment to Master Declaration of Protective Covenants, Conditions, Restrictions and Easements dated August 12, 2002 and recorded August 13, 2002 in the records of Clark County, Washington under Auditor's File Number 3500390, and as set forth in Columbia Tech Center Development Agreement dated November 11, 2000 and recorded November 11, 2000 in the records by Clark County, Washington under Auditor's File No. 3305320 as amended by the First Addendum to Columbia Tech Center Development Agreement dated February 3, 2003 and recorded February 26, 2003 in the records by Clark County, Washington under Auditor's File No. 3608344, as amended by the Second Addendum to the Columbia Tech Center Development Agreement dated May 19, 2003 recorded July 2, 2003 in the records by Clark County, Washington under Auditor's File No. 3667929, and as amended by the Third Addendum to the Columbia Tech Center Development Agreement dated June 20, 2005 recorded July 15, 2005 in the records of Clark County, Washington under Auditor's File No. 4017454.

5.1 The City and the Owner shall use their best efforts to enter into a separate development agreement for the Properties to set forth additional development standards that will apply to the Properties once the Owner completes reclamation of the Properties, for the Uses set forth in this Section.

5.2 The Owners shall have the right but not the obligation to fill the Properties if necessary to support, encourage and facilitate post-mining uses. Any such fill shall be clean fill consisting of soils, and where appropriate, any fill placed on the properties subject to this Agreement shall be compacted during final reclamation to meet VMC 17.12, the IBC compaction standard for structural fill.

6. Vested Rights. Consistent with the Vested Rights Doctrine recognized in Washington, any inconsistent or more restrictive land use policies, ordinances or regulations adopted by the City after the date of this Pre-Annexation Development Agreement, shall not apply to the Properties; provided, however the Owner shall have the option to be subject to later enacted land use ordinances and regulations, which option shall be exercised in its sole discretion.

7. Non-Interference. Until the Owners sign a written statement that it is ceasing all of the uses and operations listed in Section 4 on any of the Properties identified in this Agreement, the City agrees to forbear from any action that would materially interfere with the Owners' ability to conduct the uses and operations described in Section 4 on these Properties.

8. Road Access to the Properties. The parties agree to maintain access to the Properties from SE 1st Street and SE 192nd Avenue or provide equivalent access if roads are re-aligned or re-classified as a result of future planning or development agreements between the parties, in order to accommodate future development on the Properties. Where appropriate, access points shall be located directly across from access points to other parcels across adjacent streets. Access to and from 192nd Avenue shall be full for all movements in and out of the property and access to said property from 1st Street shall be right in and right out only.

15. Trip Vesting. City agrees to ensure Owner availability of trips under the Concurrency Management Program (VMC 11.95) consistent with the type and extent of land uses after redevelopment. Actual vesting shall be based upon use approved as part of a binding site plan (or further Development Agreement) submitted by the owner.

16. Relationship of the Parties. No party is an agent, employee, partner, or joint venturer of the other party and no party is granted any right or authority, express or implied, to assume or create any obligation or responsibility on behalf of or in the name of the other parties or to bind the other parties in any matter. No party shall be entitled to share in the profits and losses of the other parties.

17. Binding on Successors. This Agreement shall be binding upon the parties, their respective heirs, legatees, devisees, executors, administrators, guardians, conservators, successors, purchasers, tenants, encumbrancers, donees, grantees, mortgagees, lienors, and assigns.

18. Nonwaiver Clause. Failure by any party at any time to require performance by the other party of any of the provisions hereof shall in no way affect the parties' rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any such succeeding breach or waiver of this nonwaiver clause.

19. Governing Law. This Agreement shall be construed with and governed by the laws pertaining to contracts of the State of Washington. The parties agree to venue in Clark County, State of Washington.

20. Severability. If any portion of this Agreement, other than the performance provisions described herein, shall be invalid or unenforceable to any extent, the validity of the remaining provisions shall not be affected thereby.

21. Amendment and Modification. This Agreement in its entirety shall supersede any prior agreements except as otherwise provided. Subsequent revisions to this Agreement may only be amended by mutual agreement of the parties.

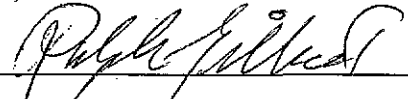
22. Reserved Authority of City. Anything in this Agreement to the contrary notwithstanding, the City of Vancouver, shall have the authority to impose new or different

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.

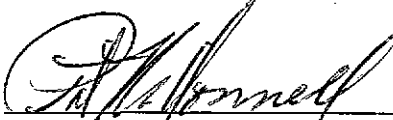
23. Term. The term of this Agreement shall be twenty (20) years.

24. Public Hearing. The City Council has approved execution of this Agreement by resolution after a public hearing.

DIRG, LLC


By: _____
Title: MANAGING PARTNER
Date: 10/11/06

CITY OF VANCOUVER


By: Pat McDonnell
Title: City Manager
Date: 8-21-06

Attest:


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

Approved as to form:


Ted H. Gathe, City Attorney

State of Washington)
) ss.
County of Clark)

On this 11 day of October, 2006, before me personally appeared Ralph Gilbert to me known to be the president of the Limited Liability Company, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she/they was/were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

Dated: Oct. 11, 2006.

Tina M. Picchioni
Notary Public for Washington

Tina M. Picchioni
(Printed or Stamped Name of Notary)
Residing at Clark County, WA
My appointment expires: April 1, 2007



State of Washington)
) ss.
County of Clark)

On this 21st day of August, before me personally appeared Pat McDonnell, to me known to be the City Manager of the CITY OF VANCOUVER, WASHINGTON that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

Dated: 8-21-06



Mary L. White
Notary Public for Washington
MARY L. White
(Printed or Stamped Name of Notary)
Residing at Vancouver
My appointment expires: 11-8-07

Exhibit "A"

The following real property in Clark County, Washington:

TRACT I

The Southeast quarter of the Southeast quarter of Section 30, Township 2 North, Range 3 East of the Willamette Meridian, Clark County, Washington.

EXCEPTING the South 660 feet of the East 660 feet thereof.

AND EXCEPT that portion of said premises conveyed to Grant Major, et ux, by deed recorded under Auditor's File No. G 478431, described as follows:

BEGINNING at a point at the Southwest corner of the Southeast quarter of the Southeast quarter of Section 30, Township 2 North, Range 3 East of the Willamette Meridian; and running thence North 430 feet; thence East 100 feet; thence South 430 feet; thence West 100 feet to the Point of Beginning.

ALSO EXCEPT that portion conveyed to Judith A. Bartkowski Prevosi described as follows:

BEGINNING at a point that is 160 feet East of the Southwest corner of the Southeast quarter of the Southeast quarter of Section 30, Township 2 North, Range 3 East of the Willamette Meridian; and running thence North 150 feet; thence East 100 feet; thence South 150 feet; thence West 100 feet to the Point of Beginning.

ALSO EXCEPT the West 150 feet of the Southeast quarter of the Southeast quarter of Section 30, Township 2 North, Range 3 East of the Willamette Meridian, in Clark County, Washington.

ALSO EXCEPT portion within N.E. 192nd Avenue and S.E. 1st Street.

TRACT II

The East half of the Northwest quarter of the Southeast quarter.

EXCEPT the North 15 acres thereof and the South 10 acres of the Northeast quarter of the Southeast quarter, all in Section 30, Township 2 North, Range 3 East of the Willamette Meridian, Clark County, Washington.

EXCEPT the East 396 feet of the above described tract.

RESOLUTION NO. M-3554

A RESOLUTION relating to approval of a Pre-annexation/Development Agreement pursuant to RCW Chapter 35.13 and 36.70B for certain properties in Section 30 owned by DIRG, LLC; and authorizing the City Manager or his designee to execute a Pre-annexation/Development Agreement.

WHEREAS, DIRG, LLC (DIRG) owns or plans to acquire property within Clark County in Section 30 known as the Section 30 Property; and

WHEREAS, DIRG desires to enter into this Pre-annexation/Development Agreement so that it can be assured that it can continue with its surface mining activities and operations until such time as these activities are no longer economically feasible. DIRG further desires to develop a long-term collaborative plan with the City for reclamation and productive reuse of the Properties described in this Agreement, and that it can be assured there will be a continuity of regulations applicable to the Properties; and

WHEREAS, the City is authorized under RCW 35.13 *et seq.*, RCW 36.70B.170 *et seq.* and VMC 20.250.010(B) to enter into agreements for real property outside its boundaries as part of a proposed annexation or service agreement in order to minimize any existing or potential dispute regarding the continued use and future development of the properties. These provisions may govern and vest the use, development or redevelopment and mitigation of development impacts of the real property for the length of time specified in the agreement; and

WHEREAS, the parties desire to enter into this Pre-Annexation/Development Agreement to govern the Section 30 Property; and

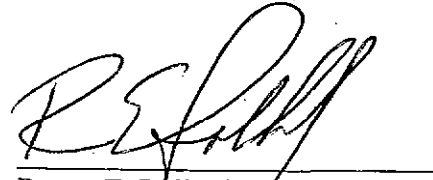
WHEREAS, as described in Staff Report 145-06, it is in the mutual interest of the City and the owner of certain property described in the attached Pre-annexation/Development Agreement (Exhibit "A") to enter into such agreement.

NOW, THEREFORE,

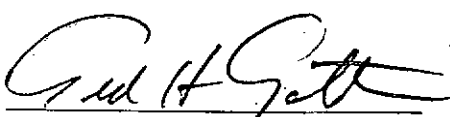
BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. The City Council, in accordance with RCW 35.13 *et seq.* and 36.70B.200, hereby authorizes the City Manager to execute on behalf of the City a pre-annexation/development agreement in the form attached hereto as Exhibit "A".

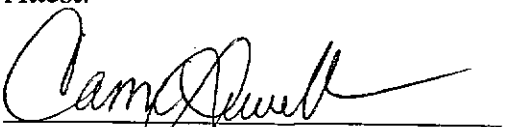
ADOPTED at regular session of the Council of the City of Vancouver, this 21st day of August, 2006.



Royce E. Pollard, Mayor

Approved as to form:


Ted H. Gathe, City Attorney

Attest:


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

RESOLUTION NO. M-3554

A RESOLUTION relating to approval of a Pre-annexation/Development Agreement pursuant to RCW Chapter 35.13 and 36.70B for certain properties in Section 30 owned by DIRG, LLC; and authorizing the City Manager or his designee to execute a Pre-annexation/Development Agreement.

WHEREAS, DIRG, LLC (DIRG) owns or plans to acquire property within Clark County in Section 30 known as the Section 30 Property; and

WHEREAS, DIRG desires to enter into this Pre-annexation/Development Agreement so that it can be assured that it can continue with its surface mining activities and operations until such time as these activities are no longer economically feasible. DIRG further desires to develop a long-term collaborative plan with the City for reclamation and productive reuse of the Properties described in this Agreement, and that it can be assured there will be a continuity of regulations applicable to the Properties; and

WHEREAS, the City is authorized under RCW 35.13 *et seq.*, RCW 36.70B.170 *et seq.* and VMC 20.250.010(B) to enter into agreements for real property outside its boundaries as part of a proposed annexation or service agreement in order to minimize any existing or potential dispute regarding the continued use and future development of the properties. These provisions may govern and vest the use, development or redevelopment and mitigation of development impacts of the real property for the length of time specified in the agreement; and

WHEREAS, the parties desire to enter into this Pre-Annexation/Development Agreement to govern the Section 30 Property; and

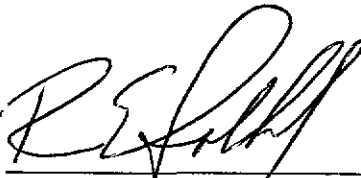
WHEREAS, as described in Staff Report 143-06, it is in the mutual interest of the City and the owner of certain property described in the attached Pre-annexation/Development Agreement (Exhibit "A") to enter into such agreement.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

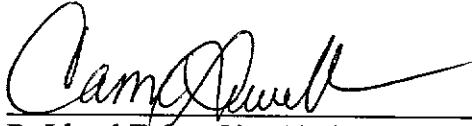
Section 1. The City Council, in accordance with RCW 35.13 *et seq.* and 36.70B.200, hereby authorizes the City Manager to execute on behalf of the City a pre-annexation/development agreement in the form attached hereto as Exhibit "A".

ADOPTED at regular session of the Council of the City of Vancouver, this 21st day of August, 2006.




Royce E. Pollard, Mayor

Attest:



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

Approved as to form:



Ted H. Gathe, City Attorney

4258050 AGR

RecFee - \$127.00 Pages: 46 - CITY OF VANCOUVER
Clark County, WA 12/08/2006 03:48



46
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RETURN ADDRESS

CITY OF VANCOUVER
City Clerk's Office
P.O. Box 1995
Vancouver, WA 98668-1995

Please print neatly or type information:

Document Title(s)

Pre-Annexation / Development Agreement

Reference Number(s) of Related Documents:

Additional Reference #'s on Page ____

Grantor(s)

**Columbia Rock Aggregate, Inc.; Friberg Properties LLC;
Friberg Investments, LLC; Schmid Family Partnership I**

Additional Grantors on Page ____

Trustee(s)

Grantee(s)

City of Vancouver

Additional Grantees on Page ____

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

NE and SE 1/4 Section 30, T2N, R3E WM

Additional Legal on Page ____

Assessor's Property Tax Parcel/Account Number

**176420-000; 176375-000; 176410-000; 176389-000; 176391-000;
176383-000; 176369-000; 176368-000; 176414-000; 176373-000**

Additional Parcel #'s on Page ____

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

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

Shaniqua Grant

Signature of Requesting Party

45

TO BE RECORDED

RETURN ADDRESS

City of Vancouver
City Clerk's Office
PO Box 1995
Vancouver, WA 98668-1995

Grantor	:	Columbia Rock and Aggregate, Inc.; Friberg Properties L.L.C.; Friberg Investments, L.L.C.; Schmid Family Partnership I
Grantee	:	City of Vancouver, a Washington municipal corporation
Abbreviated Legal	:	NE and SE ¼ Section 30 T2N R3E WM
Assessor's Tax Parcel Nos.	:	176420-000; 176375-000; 176410-000; 176389-000; 176391-000; 176383-000; 176369-000; 176368-000; 176414-000 and 176373-000
Prior Excise Tax No.	:	NA
Other Reference No(s).	:	NA

PRE-ANNEXATION / DEVELOPMENT AGREEMENT

1. Parties: Columbia Rock and Aggregates, Inc., a Washington Corporation ("Columbia Rock"); and Friberg Properties L.L.C., a Washington limited liability Company ("Friberg Properties");

Friberg Investments L.L.C. ("Friberg");

Schmid Family Limited Partnership I, a Washington Partnership ("Schmid");

(Collectively referred to as Owners; where the terms of this Agreement apply to less than all of the Owners, the parties are referred to individually); and

The City of Vancouver, Washington, a Washington Municipal Corporation ("City").

2.1 Columbia Rock owns property within Clark County in Section 30 of Township 2 North, Range 3 East of the Willamette Meridian legally described in Exhibit "A" attached hereto and incorporated into this Development Agreement by reference. The City may annex this property in the future consistent with the agreement of the parties.

2.2 Friberg Properties owns property within Clark County in Section 30 of Township 2 North, Range 3 East of the Willamette Meridian legally described in Exhibit "B" attached hereto and incorporated into this Development Agreement by reference. The City may annex this property in the future consistent with the agreement of the parties.

2.3 Friberg owns property within Clark County in Section 30 of Township 2 North, Range 3 East of the Willamette Meridian, legally described in Exhibit "C" attached hereto and incorporated into this Development Agreement by reference. The City may annex this property in the future consistent with the agreement of the parties.

2.4 Schmid owns property within Clark County in Section 30 of Township 2 North, Range 3 East of the Willamette Meridian, legally described in Exhibit "D" attached hereto and incorporated into this Development Agreement by reference. The City may annex this property in the future consistent with the agreement of the parties.

2.5 The properties described in Exhibits "A," "B," "C," and "D" in this Agreement shall be collectively referred to as "the Properties"; except that where the terms of this Agreement apply to less than all of the Properties, the properties shall be referred to by the parties' names.

2.6 In an agreement dated December 30, 1996, the City and the Owners, among other parties, entered into a Pre-Annexation Agreement (hereafter "1996 Agreement") affecting the Owners' Properties. In the 1996 Agreement, the City agreed not to initiate, promote or further annex the Properties until surface mining operations have ceased and these properties are made available for other development.

2.7 In an Interlocal Agreement dated May 13, 2003, the City and the County agreed to prepare a sub-area plan for properties within Section 30, but acknowledged in the Interlocal Agreement that it is their intent to implement the Interlocal Agreement in a manner consistent with the 1996 Agreement.

2.8 The Owners and Clark County entered into a development agreement ("Clark County Development Agreement") governing the Properties dated October 28, 2004, and recorded under Auditor's File Number 3925154 for the purpose of protecting and securing the Owners' existing property rights and to recognize and assure the right to continue the uses on the Properties, provide for transition to uses consistent with ultimate zoning designations upon completion of the uses and provide standards for interim development.

2.9 The City desires to enter into this Pre-Annexation/Development Agreement in order to be released from the restrictions against annexation in the 1996 Agreement with respect to the Owners' Properties and further desires to have the ability to develop a long-term, collaborative plan with the Owners for reclamation and productive reuse of all of the Owners' Properties as described in this Agreement.

2.10 The Owners desire to enter into this Pre-Annexation/Development Agreement so that it can be assured that it can continue with its surface mining activities and operations until such time as these activities are no longer economically feasible. The Owners further desires to develop a long-term collaborative plan with the City for reclamation and productive reuse of the Properties described in this Agreement and that it can be assured there will be a continuity of regulations applicable to the Properties.

2.11 The City is authorized under RCW 35.13 *et. seq.*, RCW 36.70B.170 *et seq.* and VMC 20.250.010(B) to enter into agreements for real property outside its boundaries as part of a proposed annexation or service agreement in order to minimize any existing or potential dispute regarding the continued use and future development of the properties. These provisions may govern and vest the use, development or redevelopment and mitigation of development impacts of the real property for the length of time specified in the agreement.

2.12 The parties desire to enter into this Pre-Annexation Agreement to govern the Properties.

IN CONSIDERATION of the terms and conditions in this Agreement, the Owners and the City agree as follows:

3. Clark County Development Agreement. Section 9 of the Clark County Development Agreement dated October 28, 2004 and recorded under Auditor's File No. 3925154 provides that if the Owners' Properties are annexed by the City, the Clark County Development Agreement shall be binding upon the City unless the City and the Owners execute a subsequent development agreement governing the current and future uses of the Properties and in that case the subsequent development agreement shall supersede, replace and terminate the Clark County Development Agreement. Pursuant to Section 9 of the Clark County Development Agreement, the Owners and the City herein agree that the Clark County Development Agreement shall terminate in its entirety only upon annexation of the Owners' Properties into the City of Vancouver. The City's adoption of this Agreement alone shall not affect the continuing validity of the Clark County Development Agreement.

4. Pre-Annexation Agreement. The parties acknowledge and agree that the 1996 Pre-Annexation Agreement attached as Exhibit "E" shall terminate and become null and void upon execution of this Agreement as long as the City is not in breach of this Agreement; provided, however, such termination shall only apply to the City and the Owners, and shall not affect any rights or obligations of the other parties to the Pre-Annexation Agreement. If the City breaches this Agreement prior to annexation of all of the Properties, the Pre-Annexation Agreement shall become effective and remain in full force and effect for the remainder of its term. The Owners agree to use its best efforts to work with the City and the other signatories to the Pre-Annexation Agreement in an effort to terminate or replace the Pre-Annexation Agreement with respect to the other signatories. The Owners acknowledge that the entire property legally described in Exhibits "A," "B," "C," and "D" may be annexed into the City. The Owners agree to sign a Notice of Intent to Annex and Petition for Annexation, which are consistent with the requirements of Chapter 35.13 RCW, at such time as the City circulates it. The Owners agree to participate in any such annexation or shall waive its right to protest the same.

5. May 13, 2003 Interlocal Agreement. Upon execution of this Agreement, the Owners agree not to challenge the adoption and/or implementation of the May 13, 2003 Interlocal Agreement executed by the City and the County as a violation of the Agreement as long as the City is not in breach of this Agreement. If the City breaches this Agreement, the Owners reserves its right to challenge the adoption and/or implementation of the May 13, 2003 Interlocal Agreement.

6. Section 30 Property Uses. The following is a list of currently permitted or legal nonconforming surface mining uses and operations ("Uses") occurring on, under and in the Properties and these Uses in the list below shall not be subject to any land use laws, regulations, or ordinances enacted after said Uses became or become vested. Any one or all of such Uses listed in this Section shall be allowed on the Properties until the Owners sign a written statement that it is abandoning current or planned Uses on the Properties, or portion thereof:

6.1.1 Extractions from deposits of rock, stone, gravel, sand, earth and minerals ("Aggregate") and related reclamation activities including import of fill material.

6.1.2 Material processing, asphalt mixing, concrete mixing and batching, clay bulking, crushing, screening, washing, moving and sorting materials.

6.1.3 Use of stationary and portable equipment, modular buildings and trailers for accomplishing the Uses including the use of various components thereof such as crushers, screens, silos and conveyors for instance, which are regularly added, subtracted and relocated as mining and processing requirements change.

6.1.4 Storage, fueling, repair, maintenance and overhaul of trucks, other vehicles and equipment (including storage and handling of necessary parts, fuels, oils and lubricants), either enclosed or not enclosed, and fabrication of plant components, either enclosed or not enclosed.

6.1.5 Loading, unloading, handling and transporting of materials, including importing of materials via truck and conveyor.

6.1.6 Wholesale and retail sales of Aggregate and related products.

6.1.7 Office and administrative uses.

6.1.8 Scale operations.

6.1.9 Recycle crushing.

6.1.10 All accessory equipment and facilities for the Uses described above.

7. Future Uses of the Properties. The City and Columbia Rock hereby agree that at a minimum 15 acres of Columbia Rock's Property shall be dedicated to the heavy industrial non-excavation uses and operations set forth in Exhibit "F" at any time after annexation occurs and at such time that Columbia Rock intends to pursue post-mining uses on the balance of the Property; provided, however that Columbia Rock may, in its sole discretion, decide that less than 15 acres shall be dedicated to the heavy industrial non-excavation uses and operations.

7.1 The City and Friberg Properties hereby agree that at a minimum 20 acres of the Property owned by Friberg Properties shall be dedicated to the heavy industrial non-excavation uses and operations set forth in Exhibit "F", and a proportionate share equal to that allowed in the Section 30 Plan, or not more than 30% of the total acreage as allowed under Section 7.4 of the Property owned by Friberg Properties, shall be dedicated to residential uses at any time after annexation occurs and at such time that Friberg Properties intends to pursue post-mining uses on the balance of their property; provided, however that Friberg Properties may, in its sole discretion, decide that less than 20 acres shall be dedicated to the heavy industrial non-excavation uses and operations.

7.2 The City and Friberg hereby agree that at a minimum 20 acres of the Property owned by Friberg shall be dedicated to the heavy industrial non-excavation uses and operations set forth in Exhibit "F" at any time after annexation occurs and at such time that Friberg intends to pursue post-mining uses on the balance of his property; provided, however that Friberg may, in its sole discretion, decide that less than 20 acres shall be dedicated to the heavy industrial non-excavation uses and operations.

7.3 Property owned by Schmid shall be dedicated to the heavy industrial non-excavation uses and operations set forth in Exhibit "F" at any time after annexation occurs and at such time that Schmid intends to pursue post-mining uses on the balance of his property; provided, however that Schmid may, in its sole discretion, decide that less than 10 acres shall be dedicated to the heavy industrial non-excavation uses and operations.

7.4 The location of the areas devoted to the heavy industrial uses on the Owners' Properties referenced above shall be determined by the Owners in consultation with the City and could, but might not necessarily, result in all of the heavy industrial areas on each of the Owners' Properties to be contiguous or located in the same general area. The parties in this Agreement agree that, except as otherwise provided herein, the balance of the Properties shall be allowed the same mix and percentage of uses that are permitted for the Columbia Tech Center development as set forth in the Master Declaration of Protective Covenants, Conditions, Restrictions and Easements dated January 15, 1997 and recorded January 17, 1997 in the records of Clark County, Washington under Auditor's File No. 9701170005 as amended by Amendment to Master Declaration of Protective Covenants, Conditions, Restrictions and Easements dated July 30, 2002 and recorded August 13, 2002 in the records of Clark County, Washington under Auditor's File No. 3500189, and by Second Amendment to Master Declaration of Protective Covenants, Conditions, Restrictions and Easements dated August 12, 2002 and recorded August 13, 2002 in the records of Clark County, Washington under Auditor's File Number 3500390, and as set forth in Columbia Tech Center Development Agreement dated November 11, 2000 and recorded November 11, 2000 in the records by Clark County, Washington under Auditor's File No. 3305320 as amended by the First Addendum to Columbia Tech Center Development Agreement dated February 3, 2003 and recorded February 26, 2003 in the records by Clark County, Washington under Auditor's File No. 3608344, as amended by the Second Addendum to the Columbia Tech Center Development Agreement dated May 19, 2003 recorded July 2, 2003 in the records by Clark County, Washington under Auditor's File No. 3667929, and as amended by the Third Addendum to the Columbia Tech Center Development Agreement dated June 20, 2005 recorded July 15, 2005 in the records of Clark County, Washington under Auditor's File No. 4017454.

7.5 The City and the Owners shall use its best efforts to enter into a separate development agreement for the Properties to set forth additional development standards that will apply to the Properties once the Owners cease to use the entire Properties, less the land set aside for heavy industrial uses referenced above, for the Uses set forth in Section 6; provided however, if the Owners cease the mining Uses for only a portion of their Properties, the Owners have the option, but not the obligation, to enter into such development agreement before cessation of all Uses on their entire Properties.

7.6 The Owners shall have the right but not the obligation to fill the Properties if necessary to support, encourage and facilitate post-mining uses. Any such fill shall be clean fill consisting of soils and/or the materials described as inert waste in WAC 173-350-990 attached as Exhibit "G," and except as otherwise provided, and where appropriate, any fill placed on the properties subject to this Agreement shall be compacted during final reclamation to meet the IBC compaction standard for structural fill.

8. Doctrine of Diminishing Assets. The City recognizes the doctrine of diminishing assets as it applies to any legally established nonconforming extraction use on the Properties in that the proper scope of the lawful nonconforming use in an exhaustible resource is the whole parcel of land owned and intended to be used by the Owners, or its predecessors, at the time a zoning ordinance that renders the extraction use nonconforming was or is promulgated.

8.1 The Owners hereby states its intention to conduct any and all of the uses and operations listed in Section 6 on the corresponding properties, or portions thereof, until the Owners sign a written statement that it intends to abandon these uses and operations.

8.2 Legally permitted or legal nonconforming uses related to processing or non-extraction activities shall be allowed to continue even after extraction and excavation activities cease on the Properties; provided, however, that rock crushing (not including recycle asphalt crushing and recycle concrete crushing) shall not be allowed on the Owners' Properties after both of the following events occur: (1) the cessation of the extraction and excavation activities on the Owners' Properties and (2) the cessation of rock crushing anywhere in Section 30 by others operating within Section 30.

9. Vested Rights. Consistent with the Vested Rights Doctrine recognized in Washington, any inconsistent or more restrictive land use policies, ordinances or regulations adopted by the City after the date that any of the uses above were legally established on the Properties, whether as a permitted use or nonconforming use, shall not apply to the Properties; provided, however the Owners shall have the option to be subject to later enacted land use ordinances and regulations, which option shall be exercised in its sole discretion. By way of illustration only and not to be construed as an exclusive list, later enacted land use policies, ordinances and regulations in which the City adopts a no net loss policy of industrial lands or zoning inconsistent with the legally established uses, or where the City chooses to regulate hours of operation, use of portable equipment, filling, exporting of materials and any additional mitigation requirements, shall not apply to any vested uses.

10. Harmony Park. Given its subsurface resources, the Owners are interested in acquiring the rights to mine the Harmony Park property which is owned by Clark County and which is located in Section 30 and legally described in Exhibit "H" attached and incorporated into this Agreement by reference. In accordance with the Section 30 Sub-Area Plan, the City agrees to support the County's agreement to lease to a party currently engaging in aggregate operations in Section 30 the mining rights to the Harmony Park property subject to the County and that party entering into a mutually agreeable lease and so long as upon completion of the mining, the Harmony Park property is reclaimed for redevelopment and re-use consistent with the Section 30 Plan.

11. Non-Interference. Until the Owners sign a written statement that it is ceasing all of the uses and operations listed in Section 6 on any of the Properties identified in this Agreement, the City agrees to forbear from any action that would materially interfere with the Owners' ability to conduct the uses and operations described in Section 6 on these Properties.

12. Future Road Extensions. The parties agree that the arterial streets shown on the Clark County Arterial Atlas, or other adopted plans, as passing on or through any of the Properties are conceptual in alignment and after annexation, the parties will use best efforts and cooperate on locating streets in such a way that will accommodate planned development on the Owners' property and align with adjacent street systems.

13. Relationship of the Parties. No party is an agent, employee, partner, or joint venturer of the other party and no party is granted any right or authority, express or implied, to assume or create any obligation or responsibility on behalf of or in the name of the other parties or to bind the other parties in any matter. No party shall be entitled to share in the profits and losses of the other parties.

14. Binding on Successors. This Agreement shall be binding upon the parties, their respective heirs, legatees, devisees, executors, administrators, guardians, conservators, successors, purchasers, tenants, encumbrancers, donees, grantees, mortgagees, lienors, and assigns.

15. Nonwaiver Clause. Failure by any party at any time to require performance by the other party of any of the provisions hereof shall in no way affect the parties' rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any such succeeding breach or waiver of this nonwaiver clause.

16. Governing Law. This Agreement shall be construed with and governed by the laws pertaining to contracts of the State of Washington. The parties agree to venue in Clark County, State of Washington.

17. Severability. If any portion of this Agreement, other than the performance provisions described herein, shall be invalid or unenforceable to any extent, the validity of the remaining provisions shall not be affected thereby.


18. Amendment and Modification. This Agreement in its entirety shall supersede any prior agreements except as otherwise provided. Subsequent revisions to this Agreement may only be amended by mutual agreement of the parties.

19. Reserved Authority of City. Anything in this Agreement to the contrary notwithstanding, the City of Vancouver, 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.

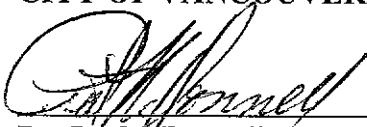
20. Term. The term of this Agreement shall be twenty (20) years.

21. Public Hearing. The City Council has approved execution of this Agreement by resolution after a public hearing.

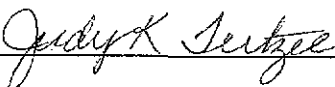
**COLUMBIA ROCK & AGGREGATE,
INC.**

By: 
Title: DOES
Date: 10/13/06

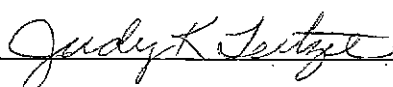
CITY OF VANCOUVER


By: Pat McDonnell
Title: City Manager
Dated: 8-21-06

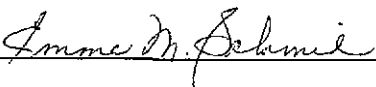
FRIBERG PROPERTIES, L.L.C.

By: 
Title: President Manager
Date: 9-21-06

FRIBERG INVESTMENTS, L.L.C.

By: 
Title: president manager
Dated: 9-21-06

SCHMID FAMILY PARTNERSHIP I

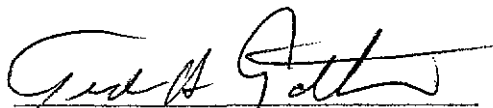
By: 
Title: General Partner
Date: 12/14/06

Attest:



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

Approved as to form:



Ted H. Gathe, City Attorney

State of Washington)
) ss.
County of Clark)

On this 13th day of October before me personally appeared Patrick Nelson, to me known to be the President of COLUMBIA ROCK AND AGGREGATES, INC. that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation. Dated: 10/13/06

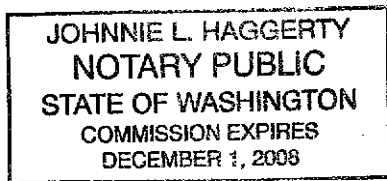


Judith K. Hoggatt
Notary Public for Washington
Judith K. Hoggatt
(Printed or Stamped Name of Notary)
Residing at Beattle Ground
My appointment expires: 2-17-08

State of Washington)
) ss.
County of Clark)

On this 22 day of September, before me personally appeared Judy Teitzel, to me known to be the _____ of FRIBERG PROPERTIES L.L.C. that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

Dated: 9-22-06

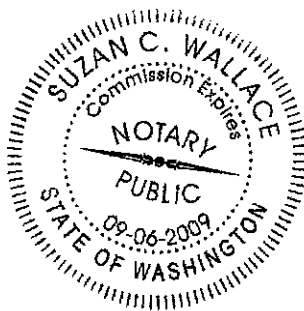


Johnnie L. Haggerty
Notary Public for Washington
Johnnie L. Haggerty
(Printed or Stamped Name of Notary)
Residing at Battle Ground, WA
My appointment expires: 12-1-08

State of Washington)
)
County of Clark) ss.

On this 4th day of December 2006, before me personally appeared Emma Schmid, to me known to be the General Partner of SCHMID FAMILY PARTNERSHIP I that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

Dated: 12/4/2006.

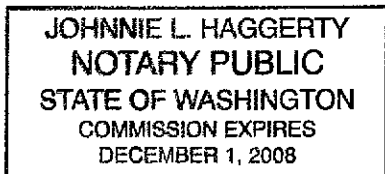


Suzan C. Wallace
Notary Public for Washington
Suzan C. Wallace
(Printed or Stamped Name of Notary)
Residing at Vancouver WA
My appointment expires: 9/6/2009

State of Washington)
) ss.
County of Clark)

On this 22 day of September, before me personally appeared Judy Friberg Teitzel to me known to be the _____ of FRIBERG INVESTMENTS, L.L.C. that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

Dated: 9-22-06.



Johnnie L. Haggerty
Notary Public for Washington
Johnnie L. Haggerty
(Printed or Stamped Name of Notary)
Residing at Battle Ground, WA
My appointment expires: 12-1-08

State of Washington)
) ss.
County of Clark)

On this 21st day of August, before me personally appeared Pat McDonnell to me known to be the City Manager of the CITY OF VANCOUVER, WASHINGTON that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

Dated: 8-21-06



Mary L. White
Notary Public for Washington

MARY L. White
(Printed or Stamped Name of Notary)
Residing at Vancouver
My appointment expires: 11-8-07

EXHIBIT LIST

- Exhibit "A" Columbia Rock Property
- Exhibit "B" Friberg Properties Property
- Exhibit "C" Friberg Property
- Exhibit "D" Schmid Property
- Exhibit "E" Pre-Annexation Agreement
- Exhibit "F" Heavy Industrial Uses
- Exhibit "G" WAC 173-350-990
- Exhibit "H" Harmony Park Property

EXHIBIT "A"
COLUMBIA ROCK PROPERTY

Parcel Number 176420 000

Beginning 24 rods South of the Northeast corner of the Northeast quarter of the Southeast quarter of Section 30, Twp 2 North, Range 3 East, Willamette Meridian, Clark County, Washington; said point being the Southeast corner of that parcel conveyed to Clark County, Washington under Auditor's File No. C 83153, Book 201, page 587, records of Clark County, Washington, and the true point of beginning; thence West along said South line 660 feet, more or less, to the Southwest corner of said Clark County parcel; thence North along the West line of said Clark County parcel to the North line of said [Southeast quarter] Section 30; thence West along the North line to the Northwest corner of the Northeast quarter of the Southeast quarter of said Section 30; thence South 990 feet, more or less, to the North line of that parcel conveyed to Roy [L.] English under Auditor's File No. D 10115, Book 218, Page 159, records of Clark County, Washington; thence East along said North line 860 feet; thence North 264 feet to an inner corner; thence East 460 feet, more or less, to the East line of said section; thence North to the true point of beginning.

EXCEPT the North 30 feet thereof conveyed to Clark County, Wash., by deed recorded under Auditor's File E 42928, Book 298, Page 346, and EXCEPT that portion lying within N.E. 192nd Avenue.

Parcel Number 176375 000

Beginning 24 rods South of the Northeast corner of the Northeast quarter of the Southeast quarter of Section 30, Township 2 North. Range 3 East, Willamette Meridian, Clark County, Washington; running thence West 40 rods; thence North 24 rods; thence West 40 rods; thence South 60 rods; thence east 80 rods; thence North 36 rods to beginning:

EXCEPT that portion deeded to Columbia Rock and Aggregate Co., by deed recorded under Auditor's File No. 8611120283 and No. 8705120142, records of Clark County, Washington.

SUBJECT TO: Future Real Property Taxes and/or Assessments. Covenants, conditions, restrictions, easements and reservations of record, if any.

Parcel Number 176389 000

That certain tract of land located in the Northwest quarter of Section 30, Township 2 North, Range 3 East of the Willamette Meridian, Clark County, Washington, to-wit:

The South 200 feet of the West 450 feet of the Northwest quarter of the Northwest Quarter of Section 30; Township 2 North, Range 3 East of the Willamette Meridian; and that portion of the Southwest Quarter of the Northwest Quarter of Section 30, Township 2 North, Range 3 East of the Willamette Meridian, described as follows:

BEGINNING at the Southwest Corner of the fractional Southwest Quarter of the Northwest Quarter of Section 30, Township 2 North, Range 3 East of the Willamette Meridian, which point of beginning is in the center of the County Road; running thence North 1280 feet along the center line of said County Road to the true point of beginning; thence East 450 feet; thence North 20 feet; thence West 450 feet to the center of said County Road, thence South 20 feet along said center line to the true point of beginning.

EXCEPT that portion lying within N.E. 172nd Avenue.

FURTHER EXCEPTING therefrom that portion conveyed to Harry L. Friberg, et ux, by Deed recorded under Auditor's File No. G 267246.

Parcel Number 176410 000

The Northwest quarter of the Northwest quarter of Section 30, Township 2 North, Range 3 East of the Willamette Meridian in Clark County, Washington.

EXCEPT the South 200 feet of the West 450 feet thereof.

EXCEPT that portion conveyed to Harry L. Friberg and Mildred E. Friberg, husband and wife, by deed recorded under Auditor's File No. G 267246, described as follows:

BEGINNING at the Southwest corner of the fractional Southwest quarter of the Northwest quarter of Section 30, Township 2 North, Range 3 East of the Willamette Meridian, which point of beginning is in the center of the County Road; thence North 1300 feet along centerline of said County Road; thence East 450 feet to the true point of beginning; thence North 20 feet; thence East to the East line of said fractional Southwest quarter of the Northwest quarter of Section 30, as aforesaid; thence South 20 feet; thence West to the true point of beginning.

EXHIBIT "B"
FRIBERG PROPERTIES PROPERTY

Parcel Number 176391 000

The West half of the Northeast Quarter of Section Thirty (30), Township Two (2) North, Range Three (3) East of the Willamette Meridian, EXCEPT the North Ten (10) acres, more or less, thereof conveyed to the United States for Right-of-Way for Bonneville Power line.

Parcel Number 176383 000

The East Half of the East Half of the Northwest Quarter ($E\frac{1}{2}$ of $E\frac{1}{2}$ of $NW\frac{1}{4}$) of Section Thirty (30), in township two (2) North of Range three (3) East of the Willamette Meridian, containing forty (40) acres, more or less.

EXHIBIT "C"
FRIBERG PROPERTY

Parcel Number 176369 000

The West one-half (1/2) of that portion of the Northwest quarter of Section 30, Township 2 North, Range 3 East of the Willamette Meridian, described as follows:

BEGINNING at the Southwest corner of the Northwest quarter of said section; thence East on the South line of said quarter section 1745 feet; thence North 1320 feet to the Southeast corner of the George Schmid tract; thence West along the South line of said Schmid tract and the Westerly extension thereof 1295 feet to the West line of the Mahre tract; thence South 40 feet to the Southeast corner of said Mahre tract; thence continuing West 450 feet to the West line of said quarter section; thence South 1280 feet to the point of beginning of the tract herein described.

EXCEPT the portion thereof lying within N.E. 172nd Ave.

SUBJECT TO a perpetual easement retained by Grantors over the South 60 feet of the above described tract for ingress, egress and utility purposes appurtenant to Grantors' property lying East of the parcel herein conveyed.

Parcel Number 176368 000

The West one-half (1/2) of that portion of the Northwest quarter of Section 30, Township 2 North, Range 3 East of the Willamette Meridian, described as follows:

BEGINNING at the Southwest corner of the Northwest quarter of said section; thence East on the South line of said quarter section 1745 feet; thence North 1320 feet to the Southeast corner of the George Schmid tract; thence West along the South line of said Schmid tract and the Westerly extension thereof 1295 feet to the West line of the Mahre tract; thence South 40 feet to the Southeast corner of said Mahre tract; thence continuing West 450 feet to the West line of said quarter section; thence South 1280 feet to the point of beginning of the tract herein described.

EXCEPT the portion thereof lying within N.E. 172nd Ave.

SUBJECT TO a perpetual easement retained by Grantors over the South 60 feet of the above described tract for ingress, egress and utility purposes appurtenant to Grantors' property lying East of the parcel herein conveyed.

Parcel Number 176414 000

The East one-half (1/2) of that portion of the Northwest quarter of Section 30, Township 2 North, Range 3 East of the Willamette Meridian, described as follows:

A6081003/LH:MW

PRE-ANNEXATION/DEVELOPMENT AGREEMENT - 18

(8/15/2006 3:13 PM)

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08/16/06

BEGINNING at the Southwest corner of the Northwest quarter of said Section; thence East on the South line of said quarter section 1745 feet; thence North 1320 feet to the Southeast corner of the George Schmid tract; thence West along the South line of said Schmid tract and the Westerly extension thereof 1295 feet to the West line of the Mahre tract; thence South 40 feet to the Southeast corner of said Mahre tract; thence continuing West 450 feet to the West line of said quarter section; thence South 1280 feet to the point of beginning of the tract herein described.

EXCEPT the portion thereof lying within N.E. 172nd Avenue.

SUBJECT TO a perpetual easement retained by Grantors over the South 60 feet of the above described tract for ingress, egress and utility purposes appurtenant to Grantors' property lying East of the parcel herein conveyed.

TOGETHER WITH a perpetual non-exclusive easement for ingress, egress and utility purposes, 60 feet in width, the South line of said easement being the Westerly extension of the South line of the parcel herein conveyed from the Southwest corner thereof to its intersection with N.E. 172nd Avenue.

EXHIBIT "D"
SCHMID PROPERTY

Parcel Number 176373 000

All of the West one-half (1/2) of the Northeast Quarter of the Northwest Quarter of Section 30, Township 2 North, Range 3 East of the Willamette Meridian, containing 20 acres, more or less;

EXCEPT that portion taken in condemnation proceedings by the United States of America for Bonneville Transmission Lines, as shown by instrument recorded June 23, 1939, under Auditor's File No. E 7971.

TOGETHER WITH all rights and privileges in the condemned portion thereof granted to the Sellers herein under and by virtue of that certain easement deed from the United States of America, Department of Interior, acting by and through the Bonneville Power Administrator, dated September 14, 1940, recorded under Auditor's File No. G 600192, subject to all covenants and obligations contained therein requiring said condemned portion to be kept and maintained free and clear of trees, brush, noxious weeds, buildings or other structures, and providing that no material be stored, staked or piled thereon, all of which covenants and obligations the Purchasers herein agree for themselves, their heirs and assigns forever, to keep and perform.

EXCEPT that portion taken by the United States of America for Bonneville Power line right of way.

EXCEPT that portion lying within N.E. 172nd Avenue and within N.E. 18th Street

EXHIBIT "E"
PRE-ANNEXATION AGREEMENT

A6081003/LH:MW
PRE-ANNEXATION/DEVELOPMENT AGREEMENT - 21

(8/15/2006 3:13 PM)
VANDOC5:50061823.4
08/16/06

Exhibit E

12/30/96

PRE-ANNEXATION AGREEMENT

1. PARTIES:

- A. City of Vancouver, a municipal corporation of the State of Washington, hereinafter referred to as the "City";
- B. Pacific Rock Products, LLC, a Washington Limited Liability Company, hereinafter referred to as "Property Owners";
- C. Schmid Family Limited Partnership, A Washington Limited Partnership hereinafter referred to as "Property Owners";
- D. Columbia Rock and Aggregate, Inc., a Washington Corporation, hereinafter referred to as "Property Owners."

2. RECITALS: The facts set forth in the following recitals are correct as of the date of execution of this Agreement, are incorporated in this agreement by this reference, and shall be construed as part of this Agreement:

- A. Property Owners own and/or have control over certain property in Clark County, State of Washington which together with other properties are commonly known as that portion of Sections 30 and 31, township 2 north, range 3 East which is included with the Clark County Surface Mining Combining District and which are shown on the Map designated as Exhibit "A", attached hereto and incorporated fully by this reference, hereinafter referred to as the "property".
- B. All of the property described above and shown in Exhibit "A" is included within the Clark County Surface Mining Combining District and is subject to the regulations and provisions contained therein and any other related provisions contained in the Clark County Code.
- C. The property described in Exhibit "A" is currently zoned Urban Holding-20 on the Clark County Zoning Map and is subject to the provisions of the County Comprehensive Plan and any applicable regulations contained in the Clark County Code with regard to current and future development. The property does not currently receive City utility services.

- D. On March 4, 1996, the City Council commenced an annexation by petition method pursuant to RCW 35.13.125, which proposed annexation area included some of the parcels described on Exhibit "A".
- E. At the request of the City and Property Owners and after reviewing the relevant evidence and criteria, the Clark County Boundary Review Board excluded those parcels described on Exhibit "A" which were originally included in the proposed annexation area, which adjusted annexation area was approved by the Boundary Review Board on November 15, 1996 under Case No. 11-96.
- F. The proposed annexation area is scheduled to be annexed into the City effective at 12:01 a.m. on January 1, 1997, or, in accordance with RCW 36.93.160(a), upon the date of adjudication or withdrawal of any timely filed superior court appeal of Boundary Review Board Decision 11-96, whichever is later, pursuant to Vancouver City Ordinance M-3277, in what is commonly referred to as the Cascade Park Annexation. The Property Owners have filed an appeal to Decision 11-96 in Clark County Superior Court Case No. 96-2-05380-9.

G. City and Property Owners recognize that the property described in Exhibit "A" is involved, has been involved, or may become involved in surface mining operations and that such operations will continue for a period of years which will preclude such properties from urban type development.

H. The parties recognize that while the property described in Exhibit "A" is presently located within the Vancouver Urban Growth Area, such property is not and will not be appropriate for annexation to the City until such time as surface mining operations have ceased and the property reclaimed for urban development.

I. The parties desire to enter into an agreement to establish the terms and conditions under which the properties described in Exhibit "A" may become subject to future annexation by the City.

THE PARTIES NOW, THEREFORE, AGREE AS FOLLOWS:

3. ANNEXATION AGREEMENT. The City will not initiate, promote, or further the annexation of any property described in Exhibit "A", whether by petition or election, until such time as surface mining operations on said properties have ceased and Property Owners make said property available for other development. Property Owners' execution of this Agreement shall not be construed as acquiescence to or waiver of any rights with respect to any annexation other than the annexation which was the subject of an appeal filed by the Property Owner described in paragraph 2F.

4. REQUEST FOR UTILITY SERVICE. If City Utility services are requested by a property owner of any parcel described in Exhibit "A", all City service requirements shall apply including but not limited to the execution of outside utility agreements ("covenants").

5. RESOLUTION OF ANNEXATION CLAIMS. The Property Owner agrees, in consideration of the City's promises set forth in this Agreement, to resolve all its claims regarding the pending Cascade Park Annexation, and to:

- A. Execute a stipulated order lifting the statutory stay of the Clark County Boundary Board Hearing Decision No. 11-96 of October 28, 1996, Clark County Superior Court Case No. 96-2-05380-9 and authorize the City to enter such order on or before December 31, 1996; and
- B. Waive all right to seek or continue any judicial review, appeal or otherwise oppose, directly, or indirectly through a third party, the Cascade Park Annexation; PROVIDED, that the Property Owner may file a challenge to the Cascade Park Annexation Ordinance M-3277 on or before December 31, 1996; PROVIDED FURTHER, that if no other legal challenge to such ordinance is timely filed, then on or before February 1, 1997, such challenge shall be dismissed with prejudice by the Property Owner and the Property Owner shall execute a stipulated order of dismissal with prejudice of its Notice of Appeal of the Clark County Boundary Board Hearing Decision No. 11-96 of October 28, 1996, Clark County Superior Court Case No. 96-2-05380-9
- C. In the event that judicial review of this Agreement is sought on or before January 21, 1997, the Property Owner shall not be required to dismiss its challenge to Ordinance M-3277 or its Notice of Appeal of the Clark County Boundary Review Board Decision No. 11-96 during the pendency of such judicial review, but shall not actively prosecute such challenge or such appeal. The City shall actively defend and expedite resolution of such challenge. If such petition for judicial review of this Agreement is dismissed with prejudice or is otherwise unsuccessful upon its final adjudication, including any appeals to the Court of Appeals and Washington Supreme Court, the Property Owner shall, within thirty (30) days of such final adjudication, dismiss its challenge to Annexation Ordinance M-3277 with prejudice and shall dismiss its Notice of Appeal of Boundary Review Board Decision 11-96 with prejudice. If such judicial review of this Agreement is successfully prosecuted to final adjudication, including any appeals to the Court of Appeals and Washington Supreme Court, the Property Owner may, recommence prosecution of its Notice of Appeal of the Boundary Review Board Decision 11-96 and may recommence prosecution of its challenge to Ordinance M-3277.

6. REMEDIES. In addition to any other remedies provided by law, the parties may seek injunctive relief and damages for any breach of this Agreement. It is specifically acknowledged that any injury as a result of a breach of this Agreement may be unique and may not fully be compensated with money damages.

7. EFFECTIVE DATE. This Agreement shall be effective immediately upon the completion of all of the following:

- A. Execution of this Agreement by all the parties;
- B. Entry of an order lifting stay as provided in Section 5A of this Agreement; and
- C. Expiration of the period for filing any challenge to or petition for review of the Cascade Park Annexation Ordinance M-3277, the last day of which for purposes of this Agreement shall be deemed to be December 31, 1996.

8. TERM. The term of this Agreement shall be fifteen (15) years, after which it shall expire.

9. NOTICE. Any notices to be given under this Agreement shall be delivered, postage prepaid and addressed to:

To the City:

CITY OF VANCOUVER
P.O. Box 1995
Vancouver, Washington 98668-1995
Attention: City Manager

To Pacific Rock Products:

PACIFIC ROCK PRODUCTS
8705 N.E. 117th Avenue
Vancouver, Washington 98662

To Schmid Family Limited Partnership:

SCHMID FAMILY LIMITED PARTNERSHIP
1407 32nd Street
Washougal, Washington 98671

To Columbia Rock and Aggregate, Inc.:

COLUMBIA ROCK AND AGGREGATE, INC.
913 N.E. 172nd Avenue
Vancouver, WA 98684

10. WAIVER. No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether the same or different provision.

11. ENTIRE AGREEMENT. This Agreement and the parties' stipulation as filed in Clark County Superior Court Case No. 96-2-05380-9, contain all of the agreements of the parties with respect to the subject property, and no prior Agreements shall be effective to the contrary.

12. AMENDMENT. The provisions of the Agreement may only be amended in writing with the mutual consent of the parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both parties.

13. SEVERABILITY. If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other section or part of this Agreement.

DATED this 31st day of December, 1996

CITY OF VANCOUVER, a municipal corporation

By: 

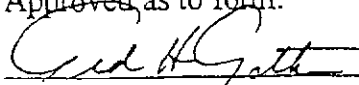
Royce E. Pollard, Mayor

By: 

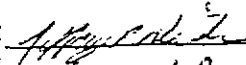
H.K. Shorthill, City Clerk

By: Judith Hoggatt, Deputy City Clerk

Approved as to form:


Ted H. Gathe, City Attorney

PACIFIC ROCK PRODUCTS, LLC

By: 
Title: General Counsel

PRE-ANNEXATION AGREEMENT

SCHMID FAMILY LIMITED PARTNERSHIP

By: Carol Simms
Title: Attorney

COLUMBIA ROCK AND AGGREGATE, INC.:

By: Carol Simms
Title: Attorney

Approved as to form:

Jeffrey Wriston
Jeffrey Wriston, Attorney for Pacific Rock
Products, LLC

Approved as to form:

Carol Simms
Carolyn Simms, Attorney for
Schmid Family Limited Partnership and
Columbia Rock and Aggregate, Inc.

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EXHIBIT "F"
HEAVY INDUSTRIAL USES

A6081003/LH:MW
PRE-ANNEXATION/DEVELOPMENT AGREEMENT - 22

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08/16/06



"A colorful past, a bright future"

Official website of the City of Vancouver, Washington

City of Vancouver > City Government > Municipal Code > Title 20 > Chapter 440 > Section 030

Vancouver Municipal Code

< [Return to Chapter 20.440 INDUSTRIAL DISTRICTS](#)

Section 20.440.030 Uses.

A. Types of uses. For the purposes of this chapter, there are four kinds of use:

1. A permitted (P) use is one that is permitted outright, subject to all of the applicable provisions of this title.
2. A limited (L) use is permitted outright providing it is in compliance with special requirements, exceptions or restrictions.
3. A conditional use (C) is a discretionary use reviewed through the process set forth in Chapters 20.245 VMC and 20.210 VMC, governing Conditional Uses and Decision-Making Procedures, respectively.
4. A prohibited use (X) is one that is not permitted in a zoning district under any circumstances.
5. Uses may also be subject to restrictions and standards set forth in the Water Resource Protection Ordinance (Title 14).

B. Use table. A list of permitted, limited, conditional, and prohibited uses in the industrial zoning districts is shown in Table 20.440.030-1.

Table 20.440.030-1
Industrial Zoning Districts Use Table

USE	OCI 20	IL 1	IH	A
RESIDENTIAL				
Household Living	L ²	L ²	L ²	X
Group Living	P ²¹ /X	X	X	X
Transitional Housing	p ²¹ /X	X	X	X
Home Occupation	L ³	L ³	L ³	L ³
HOUSING TYPES				
Single Dwelling, Attached	L ²	X	X	X
Single Dwelling, Detached	X	X	X	X

Accessory Dwelling Units	X	X	X	X
Duplexes	L ²	X	X	X
Multi-Dwelling Units	L ²	X	X	X
Existing Manufactured Home Developments	X	X	X	X
Designated Manufactured	X	X	X	X
New Manufactured Homes	X	X	X	X
CIVIC (Institutional)				
Basic Utilities	P	P	P	P
Colleges	X	X	X	X
Community Recreation	L ²⁴	P	X	X
Cultural Institutions	X	P	X	X
Day Care				
- Child Care	L ⁴	L ⁴	X	X
- Adult Day Care	P	P	X	X
Emergency Services	P	P	P	X
Human Service Facilities	L ²⁵	X	X	X
Medical Centers	C	X	X	X
Parks/Open Space				
- Neighborhood Parks	P	C	C	X
- Community Parks	C	C	C	X
- Regional Parks	C	C	C	X
- Trails	C	C	C	X
Postal Service	X	P	P	X
Religious Institutions	X	X	X	X
Schools	X	X	X	X
Social/Fraternal Clubs	X	X	X	X
Transportation Facility	P/ X ²⁶	P	P	P
COMMERCIAL				
Commercial Lodging	X	X	X	X
Eating/Drinking Establishments	L ²²	L ⁵	L/C ⁶	L/C ⁶
Entertainment-Oriented				
- Adult Entertainment	X	L ⁷	L ⁷	X
- Indoor Entertainment	X	X	X	X

- Major Event Entertainment	X	X	X	X
General Retail				
- Sales-Oriented	L ²²	L ⁶	L/C ⁶	L/C ⁶
- Personal Services	L ²²	L ⁶	X	L/C ⁶
- Repair-Oriented	L ²²	L ⁶	X	X
- Bulk Sales	X	X	X	X
- Outdoor Sales	X	X	P	X
Motor Vehicle Related				
- Motor Vehicle Sales/Rental	X	X	X	X
- Motor Vehicle Servicing/Repair	X	X	L ⁸	X
- Vehicle Fuel Sales	X	X	L ⁸	P
-Elec. Vehicle Recharging Station	P	P	P	P
Office				
- General	P	P	L/C ⁹	L/C ⁹
- Medical	P	P	X	X
- Extended	P	P	X	X
Marina (See also VMC 20.760)	X	C	X	X
Non-Accessory Parking	X	L ¹⁰ /X	X	P
Self-Service Storage	P	P	X	X
INDUSTRIAL				
Industrial Services	P	P	P	X
Manufacturing and Production	p ²²	p ¹¹	p ¹¹	p ¹¹
Railroad Yards	X	X	P	X
Research and Development	P	P	C	X
Warehouse/Freight Movement	X	L ¹²	P	P
Waste-Related	X	X	P	P
Wholesale Sales	P	L ¹²	X	X
OTHER				
Agriculture/Horticulture	X	P	P	X
Airport/Airpark	X	L ¹⁹	P	P
Animal Kennel/Shelters	X	L ¹⁷	L ¹⁷	X
Cemeteries	X	X	C	X

Detention & Post Detention Facilities	X	C/X ¹³	C ¹⁴	X
Dog Day Care	L ¹⁵	L ¹⁵	L ¹⁵	X
Heliports	C	C	C	P
Mining	X	X	C	X
Rail Lines/Utility Corridors	P/X ²³	P	P	P
Wireless Communication Facilities	L ¹⁶	L ¹⁶	L ¹⁶	L ¹⁶

¹ Due to the unique character and combination of uses in the Columbia Business Center area, uses existing prior to March 11, 2004, on parcels zoned IL in the Columbia Business Center may be altered, expanded or replaced regardless of use limitations in Table 20.440.030-1.

²In the IL and OCI zone, multi-family housing allowed above ground floor unless part of a Planned Development, pursuant to Chapter 20.260 VMC; in the IH zones, one caretaker residence permitted per use.

³Subject to the conditions in chapter 20.860 VMC Home Occupations.

⁴Child care centers allowed as a Limited (L) use, subject to a Type II procedure. Child care centers are permitted in order to provide service for those employees working in the IL district, subject to provisions in Chapter 20.840 VMC Child Care Centers.

⁵ If within an industrial building, these uses shall consume no more than 10% of the building's total gross square footage. If freestanding, they shall be considered together with the rest of the project and shall consume no more than 10% of the site's total gross square footage.

⁶These limited uses, separately or in combination, may not exceed 20% of the entire building square footage within a development complex. No retail uses shall exceed 40,000 gross square feet (gsf) per building or business; retail uses greater than 40,000 gsf but less than 60,000 gsf require conditional use review.

⁷ Subject to provisions in Section 20.820 VMC Adult Entertainment.

⁸ Subject to provisions in Section 20.895.070 Motor Vehicle Fuel Sales and Repair.

⁹Offices not accessory to a permitted use may not exceed 40,000 gsf; offices greater than 40,000 gsf but less than 60,000 gsf require conditional use review.

¹⁰ Only non-accessory surface parking is permitted. Non-accessory structured parking is prohibited.

¹¹ Subject to NAICS Table 20.440-2.

¹²Permitted as limited use provided all activities, except outdoor storage of materials, are wholly contained within building(s).

¹³ Secure Community Transition Facilities as per 20.150 are prohibited.

¹⁴In addition to other detention and post-detention facilities, Secure Community Transition Facilities are allowed by conditional use permit, subject to criteria set forth in 20.855.020(B)(6)(a).

¹⁵ Subject to provisions in Chapter 20.850 VMC Dog Day Care.

¹⁶ Subject to requirements in Chapter 20.890 VMC Wireless Telecommunications Facilities.

- 17 Subject to provisions in Section 20.895.020 Kennels/Shelters.
- 19 Allow airport/airpark related activities such as hangars, air cargo, and warehousing, pilot schools, aircraft sales and repairs, aviation clubs, and museum in the Light Industrial District (IL). New airports/airparks are prohibited.
- 20 All uses locating the OCI zone shall comply with the special use limitations of 20.440.040(C) VMC and 20.440.050(A) VMC. Development agreements in existence on the effective date of this ordinance shall control the uses and development standards of the affected properties. In order to protect the investments made in reliance upon such agreements, improvements made or site plans approved consistence with these agreements shall not be deemed nonconforming.
- 21 Existing legally established group living and transitional housing uses are permitted. New group living and transitional housing uses are prohibited.
- 22 See 20.440.050(A) VMC below for special use limitations in the OCI District.
- 23 Prohibited within 200' of a residential zone.
- 24 Subject to provisions of Chapter 20.895.040 VMC Community Recreation and Related Facilities.
- 25 Subject to provisions of Chapter 20.870 VMC Human Service Facilities.
- 26 Transportation facilities are permitted except for large or land-intensive facilities such as park-and-ride lots and water taxi and ferry stations.

**Table 20.440.030-2
North American Industrial Classification System (NAICS) for Industrial Zoning Uses**

The following list of uses is based on the North American Industrial Classification System (NAICS). NAICS is organized in a hierarchical structure much like the existing SIC (Standard Industrial Classification). NAICS industries are identified by a 6-digit code, in contrast to the 4-digit SIC code. The longer code accommodates the larger number of sectors and allows more flexibility in designating subsectors. The use of NAICS codes for permitted uses refers only to the use of a particular site, rather than the type of industry involved. For example, office uses for manufacturing firms are treated as offices and are not permitted in the industrial zones.

- The first two digits designate a major economic sector (formerly division) such as agriculture or manufacturing.
- The third digit designates an economic subsector (formerly major group) such as crop production or apparel manufacturing.
- The fourth digit designates an industry group, such as grain and oil seed farming or fiber, yarn and thread mills.
- The fifth digit designates the NAICS industry such as wheat farming or broadwoven fabric mills.

Retail uses are marked with a "1" in the table below. Please see the footnotes at the end of the table for an explanation of permitted development.

* Industrial uses may be further regulated by the Water Resource Protection Ordinance (Title 14).

Manufacturing Uses		IL ²	IH
311	Food Manufacturing		

3111	Animal food manufacturing	P	P
3112	Grain and oilseed milling	X	P
3113	Sugar and confectionery product manufacturing	P	P
3114	Fruit and vegetable preserving and specialty food manufacturing	P	P
3115	Dairy product manufacturing	P	P
3116	Animal slaughtering and processing	X	P
31161	Animal slaughtering and processing	X	P
3117	Seafood product preparation and packaging	P	P
3118	Bakeries and tortilla manufacturing	P	P
3119	Other food manufacturing	P	P
312	Beverage and Tobacco Product Manufacturing		
3121	Beverage manufacturing	P	P
31211	Soft drink and ice manufacturing	P	P
312111	Soft drink manufacturing	P	P
312112	Bottled water manufacturing	P	P
312113	Ice manufacturing	P	P
31212	Breweries	C	P
31213	Wineries	P	P
31214	Distilleries	C	P
3122	Tobacco manufacturing	X	P
313	Textile Mills		
3131	Fiber, yarn, and thread mills	X	P
3132	Fabric mills	X	P
3133	Textile and fabric finishing and fabric coating mills	X	P
314	Textile Product Mills		
3141	Textile furnishings mills	X	P
3149	Other textile product mills	X	P
315	Apparel Manufacturing		
3151	Apparel knitting mills	X	P
3152	Cut and sew apparel manufacturing	X	P
3159	Apparel accessories and other apparel manufacturing	X	P

316 Leather and Allied Product Manufacturing			
3161	Leather and hide tanning and finishing	X	P
3162	Footwear manufacturing	P	P
31621	Footwear manufacturing	P	P
3169	Other leather and allied product manufacturing	P	P
321 Wood Product Manufacturing			
3211	Sawmills and wood preservation	X	P
3212	Veneer, plywood, and engineered wood product manufacturing	X	P
3219	Other wood product manufacturing	P	P
322 Paper Manufacturing			
3221	Pulp, paper, and paperboard mills	X	P
3222	Converted paper product manufacturing	C	P
323 Printing and Related Support Activities			
3231	Printing and related support activities	P	P
324 Petroleum and Coal Products Manufacturing			
3241	Petroleum and coal products manufacturing	X	P
325 Chemical Manufacturing			
3251	Basic chemical manufacturing	X	P
3252	Resin, synthetic rubber, and artificial and synthetic fibers and filaments manufacturing	X	P
3253	Pesticide, fertilizer, and other agricultural chemical manufacturing	X	C
3254	Pharmaceutical and medicine manufacturing	P	P
3255	Paint, coating, and adhesive manufacturing	X	P
3256	Soap, cleaning compound, and toilet preparation manufacturing	P	P
3259	Other chemical product and preparation manufacturing	X	P
32591	Printing ink manufacturing	X	P
32592	Explosives manufacturing	X	P

3313	Alumina and aluminum production and processing	X	P
3314	Nonferrous metal (except aluminum) production and processing	X	P
3315	Foundries	X	P
332	Fabricated Metal Product Manufacturing		
3321	Forging and stamping	C	P
3322	Cutlery and hand tool manufacturing	C	P
3323	Architectural and structural metals manufacturing	C	P
3324	Boiler, tank, and shipping container manufacturing	C	P
3325	Hardware manufacturing	C	P
3326	Spring and wire product manufacturing	C	P
3327	Machine shops; turned product; and screw, nut, and bolt manufacturing	C	P
3328	Coating, engraving, heat treating, and allied activities	P	P
33281	Coating, engraving, heat treating, and allied activities	P/X ¹	P/X ¹
3329	Other fabricated metal product manufacturing	P	P
33291	Metal valve manufacturing	P	P
33299	All other fabricated metal product manufacturing	P	P
332991	Ball and roller bearing manufacturing	P	P
332992	Small arms ammunition manufacturing	X	P
332993	Ammunition (except small arms) manufacturing	X	P
332994	Small arms manufacturing	X	P
332995	Other ordnance and accessories manufacturing	X	P
332996	Fabricated pipe and pipe fitting manufacturing	P	P
332997	Industrial pattern manufacturing	P	P
332998	Enameled iron and metal sanitary ware manufacturing	P	P
332999	All other miscellaneous fabricated metal product manufacturing	P	P
333	Machinery Manufacturing		
3331	Agriculture, construction, and mining machinery manufacturing	C	P
3332	Industrial machinery manufacturing	C	P
3333	Commercial and service industry machinery manufacturing	C	P

3334	Ventilation, heating, air-conditioning, and commercial refrigeration equipment manufacturing		C	P
3335	Metalworking machinery manufacturing		C	P
3336	Engine, turbine, and power transmission equipment manufacturing		C	P
3339	Other general purpose machinery manufacturing		C	P
334	Computer and Electronic Product Manufacturing			
3341	Computer and peripheral equipment manufacturing		P	P
3342	Communications equipment manufacturing		P	P
3343	Audio and video equipment manufacturing		P	P
3344	Semiconductor and other electronic component manufacturing		P	P
3345	Navigational, measuring, electromedical, and control instruments manufacturing		P	P
3346	Manufacturing and reproducing magnetic and optical media		P	P
335	Electrical Equipment, Appliance, and Component Manufacturing			
3351	Electric lighting equipment manufacturing	P	P	
3352	Household appliance manufacturing	P	P	
3353	Electrical equipment manufacturing	P	P	
3359	Other electrical equipment and component manufacturing	P	P	
336	Transportation Equipment Manufacturing			
3361	Motor vehicle manufacturing	X	P	
3362	Motor vehicle body and trailer manufacturing	X	P	
3363	Motor vehicle parts manufacturing	P	P	
3364	Aerospace product and parts manufacturing	X	P	
3365	Railroad rolling stock manufacturing	X	P	
3366	Ship and boat building	X	P	
33661	Ship and boat building	X	P	
336611	Ship building and repairing	X	P	
336612	Boat building	P	P	
3369	Other transportation equipment manufacturing	X	P	
33699	Other transportation equipment manufacturing	X	P	
336991	Motorcycle, bicycle, and parts manufacturing	P	P	

336992	Military armored vehicle, tank, and tank component manufacturing	X	P
336999	All other transportation equipment manufacturing	X	P
337	Furniture and Related Product Manufacturing		
3371	Household and institutional furniture and kitchen cabinet manufacturing	P	P
3372	Office furniture (including fixtures) manufacturing	P	P
3379	Other furniture related product manufacturing	P	P
339	Miscellaneous Manufacturing		
3391	Medical equipment and supplies manufacturing	P	P
3399	Other miscellaneous manufacturing	P	P

- 1 Electroplating and related uses not permitted.
- 2 Due to the unique character and combination of uses in the Columbia Business Center area, uses existing prior to March 11, 2004, on parcels zoned IL in the Columbia Business Center may be altered, expanded or replaced regardless of use limitations in Table 20.440.030-2.

(M-3730, Amended, 12/19/2005, Sec 25, Prior Text; M-3709, Amended, 06/20/2005, Sec 10, Prior Text; M-3701, Amended, 05/02/2005, Sec 18, Prior Text; M-3663, Amended, 08/02/2004, Sec 18, Prior Text; M-3643, Added, 01/26/2004)

EXHIBIT "G"
WAC 173-350-990

WAC 173-350-990 Criteria for inert waste. (1) *Criteria for inert waste - Applicability.* This section provides the criteria for determining if a solid waste is an inert waste. Dangerous wastes regulated under chapter 173-303 WAC, Dangerous waste regulation, PCB wastes regulated under 40 CFR Part 761, Polychlorinated Biphenyls (PCBs) Manufacturing, Processing, Distribution in Commerce, and Use Prohibitions, and asbestos-containing waste regulated under federal 40 CFR Part 61 rules are not inert waste. For the purposes of determining if a solid waste meets the criteria for an inert waste a person shall:

(a) Apply knowledge of the waste in light of the materials or process used and potential chemical, physical, biological, or radiological substances that may be present; or

(b) Test the waste for those potential substances that may exceed the applicable criteria. A jurisdictional health department may require a person to test a waste to determine if it meets the applicable criteria. Such testing may be required if the jurisdictional health department has reason to believe that a waste does not meet the applicable criteria or has not been adequately characterized. Testing shall be performed in accordance with:

(i) "*Test Methods for Evaluating Solid Waste, Physical/Chemical Methods*," U.S. EPA Publication SW-846; or

(ii) Other testing methods approved by the jurisdictional health department.

(2) *Criteria for inert waste - Listed inert wastes.* For the purpose of this chapter, the following solid wastes are inert wastes, provided that the waste has not been tainted, through exposure from chemical, physical, biological, or radiological substances, such that it presents a threat to human health or the environment greater than that inherent to the material:

(a) Cured concrete that has been used for structural and construction purposes, including embedded steel reinforcing and wood, that was produced from mixtures of Portland cement and sand, gravel or other similar materials;

(b) Asphaltic materials that have been used for structural and construction purposes (e.g., roads, dikes, paving) that were produced from mixtures of petroleum asphalt and sand, gravel or other similar materials. Waste roofing materials are not presumed to be inert;

(c) Brick and masonry that have been used for structural and construction purposes;

(d) Ceramic materials produced from fired clay or porcelain;

(e) Glass, composed primarily of sodium, calcium, silica, boric oxide, magnesium oxide, lithium oxide or aluminum oxide. Glass presumed to be inert includes, but is not limited to, window glass, glass containers, glass fiber, glasses resistant to thermal shock, and glass-ceramics. Glass containing significant concentrations of lead, mercury, or other toxic substance is not presumed to be inert; and

(f) Stainless steel and aluminum.

(3) *Criteria for inert waste - Inert waste characteristics.* This subsection provides the criteria for determining if a solid waste not listed in subsection (2) of this section is an inert waste. Solid wastes meeting the criteria below shall have comparable physical characteristics and comparable or lower level of risk to human health and the environment as those listed in subsection (2) of this section.

(a) Inert waste shall have physical characteristics that meet the following criteria. Inert waste shall:

(i) Not be capable of catching fire and burning from contact with flames;

(ii) Maintain its physical and chemical structure under expected conditions of storage or disposal including resistance to biological and chemical degradation; and

(iii) Have sufficient structural integrity and strength to prevent settling and unstable situations under expected conditions of storage or disposal.

(b) Inert waste shall not contain chemical, physical, biological, or radiological substances at concentrations that exceed the following criteria. Inert waste shall not:

(i) Be capable of producing leachate or emissions that have the potential to negatively impact soil, ground water, surface water, or air quality;

(ii) Pose a health threat to humans or other living organisms through direct or indirect exposure; or

(iii) Result in applicable air quality standards to be exceeded, or pose a threat to human health or the environment under potential conditions during handling, storage, or disposal.

[Statutory Authority: Chapter 70.95 RCW. 03-03-043 (Order 99-24), § 173-350-990, filed 1/10/03, effective 2/10/03.

EXHIBIT "H"
HARMONY PARK PROPERTY

A6081003/LH:MW
PRE-ANNEXATION/DEVELOPMENT AGREEMENT - 25

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08/16/06

RESOLUTION NO. M-3553

A RESOLUTION relating to approval of a Pre-annexation/Development Agreement pursuant to RCW Chapter 35.13 and 36.70B for certain properties in Sections 30 owned by Columbia Rock and Aggregates, Inc.; Friberg Properties L.L.C.; Friberg Investments L.L.C.; and Schmid Family Partnership; and authorizing the City Manager or his designee to execute a development agreement.

WHEREAS, Columbia Rock and Aggregates, Inc., Friberg Properties L.L.C., Friberg Investments L.L.C., and Schmid Family Partnership (collectively the "Owners") own land within Clark County in Section 30 known as the Section 30 Property; and

WHEREAS, the City desires to enter into this Pre-annexation/Development Agreement in order to be released from the restrictions against annexation in the 1996 Agreement with respect to the Owners' Properties, and further desires to have the ability to develop a long-term, collaborative plan with the Owners for reclamation and productive reuse of all of the Owners' Properties, as described in the attached Agreement; and

WHEREAS, the Owners desire to enter into a Pre-annexation/Development Agreement so they can be assured that they can continue with their surface mining activities and operations until such time as these activities are no longer economically feasible. The Owners further desire to develop a long-term collaborative plan with the City for reclamation and productive reuse of the properties described in the attached agreement, and that they can be assured there will be a continuity of regulations applicable to the properties;

WHEREAS, the City is authorized under RCW 35.13 et seq, RCW 36.70B.170 et seq, and VMC 20.250.010(B) to enter into agreements for real property outside its boundaries as part of a proposed annexation or service agreement in order to minimize any existing or potential dispute regarding the continued use and future development of the properties. These provisions may govern and vest the use, development or redevelopment and mitigation of development impacts of the real property for the length of time specified in the agreement; and

WHEREAS, the parties desire to enter into this Pre-annexation Development Agreement to govern the Section 30 Property; and

WHEREAS, as described in Staff Report 145-06, it is in the mutual interest of the City and the Owners of certain property described in the attached Pre-Annexation Development Agreement (Exhibit "A") to enter into such agreement.

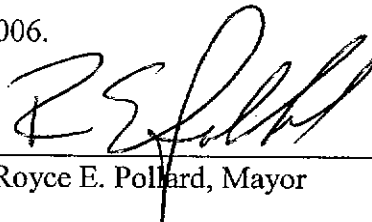
NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. City Council, in accordance with RCW 35.13 *et seq.* and 36.70B.200, hereby authorizes the City Manager or his designee to execute on behalf of the City a Pre-annexation/Development agreement in the form attached hereto.

ADOPTED at regular session of the Council of the City of Vancouver, this


21st day of August, 2006.



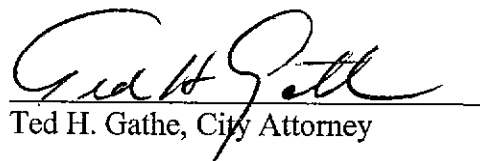
Royce E. Pollard, Mayor

Attest:

Approved as to form



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



Ted H. Gathe, City Attorney