

## PARKS AND RECREATION ADVISORY COMMISSION

July 19, 2023

Hybrid | Microsoft Teams/In-Person, Luepke Senior Center | 4:30 – 6 p.m.

Call: 1-347-941-5324

Enter code: 252 240 516#

### MEETING AGENDA

	ITEM	DESCRIPTION	STAFF MEMBER OR DETAILS
1.	Call to Order		Jaynee Haygood
2.	Approval of Minutes	May 10, 2023	
3.	Public Comment		Advance registration required.
4.	Bee Pollinator Subcommittee		Urban Forestry Commission
5.	Shumway Park Transaction		Monica Tubberville
6.	Playground Replacement Update		Julie Hannon
7.	Directors Report		Julie Hannon on behalf of Dave Perlick
8.	Chair Report		Jaynee Haygood
9.	Evergreen School District Report		Cale Piland
10.	Vancouver Public School Report		AJ Panter
11.	Parks Foundation Report		Syble Crow
12.	Open Discussion		

Next Meeting Date: Wednesday, August 16, 2023 from 4:30 – 6 p.m.

The Parks and Recreation Advisory Commission accepts remote and written testimony under Agenda Item 3, Public Comment.

Advance registration is required; spoken testimony is limited to three minutes. Contact Vancouver Parks, Recreation and Cultural Services at [parksrecculture@cityofvancouver.us](mailto:parksrecculture@cityofvancouver.us) or 360-487-8310 by noon the day of the meeting to register for remote testimony, or to submit written testimony.

All testimony that adheres to the registration deadline will be compiled and entered into public record. Those who are registered to testify will be called upon in alphabetical order during the meeting and are encouraged to provide their name and city of residency.

Anyone needing language interpretation services or accommodations with a disability or to request this agenda in another format may contact staff at (360) 487-8311 (Voice/RELAY: 711). Assistive listening devices are available for the deaf, hard of hearing and public use. Every attempt at reasonable accommodation will be made.



# PARKS AND RECREATION ADVISORY COMMISSION MEETING MINUTES

## **COMMISSIONERS:**

Jaynee Haygood – Chair  
Angilo Fletcher  
Matthew Kuntz  
Juli Link  
Micheil MacCutcheon  
Jeremy Robbins

Devan Rostorfer  
School District Liaisons:  
Nicole Daltoso, VPS  
Cale Piland, EPS  
Parks Foundation of Clark County:  
Syble Crow

## ***May 10, 2023***

### **ITEM 1: CALL TO ORDER**

The May 10, 2023, meeting of the Parks and Recreation Advisory Commission (PRAC) was called to order at 4:33 p.m. by PRAC Chair, Jaynee Haygood. Jaynee, Angilo, Matthew, Devan and Jeremy were present. Juli was absent. School District Liaisons, AJ Panter and Cale Piland were absent. Parks Foundation Liaison, Syble Crow was absent.

### **Staff Present:**

Stephanie Obotette, Administrative Assistant  
Dave Perlick, Interim Director  
Katherine Stokke, Management Analyst  
Melody Burton, Communications Coordinator  
Stacey Donovan, Cultural Services Manager  
Julie Hannon, Parks Manager  
Erik Miletich, Special Events Coordinator  
Sean Douglas, Special Events Permitting Manager  
Roman Gutierrez, Park Developer  
Hailey Heath, Volunteer Coordinator  
Andy Meade, Marshall Center Director  
Stacey Allington, Recreation Coordinator

### **ITEM 2: APPROVAL OF MINUTES**

A consensus was made by all members to approve the April 19, 2023 meeting minutes as written.

### **ITEM 3: PUBLIC COMMENT**

N/A

**ITEM 4: CITYWIDE EVENTS PROGRAM UPDATE**

Stacey Donovan introduced Erik and Sean from the special events team on what they have coming up this summer for citywide events.

Erik reviewed what's coming up this summer: Waterfront concert series, Sunday Sounds Concert Series, Noon Tunes, and Movies in the Park.

Matthew asked about the mechanics of the title sponsorships. Requested that the events team send out the sponsorship packet they utilize for these events.

Matthew also asked if there is a policy in place for movie selection criteria. Stacey answered that there is no criteria in place. We try to allow neighborhoods to have more of a say in what film is shown in their park. Erik also mentioned that when he survey's the neighborhood he offers four movies from them to select from. The events team must reference a list of movies we are licensed to show so that limits some of the freedom as well.

Jaynee is excited for the Summer Concert Series. She mentioned may offering the noon toons acoustic opportunity to teens in our community. Stacey asked for Jaynee to send contacts she may have for teen musicians.

Sean shared what is coming up with partnered events: Juneteenth Celebration, Lemonade Day/Kids Market, Columbia Play Project Children's Festival, Día de Muertos.

Jaynee asked if these events are all on the city calendar. We are leaning towards only putting city sponsored and city partnered events on the calendar. We are in communication with the web team on what this will look like.

Sean talked about the inaugural Vancouver Arts and Music Festival taking place August 4-6<sup>th</sup> in downtown Vancouver. Jaynee asked that we provide information on the arts hub at this event. Stacey said we will absolutely do that.

Matthew was amazed that we are doing this all for free.

Sean highlighted a few permitted events: Couve Clover Run, Walk/Run for the Animals, Tacos in the Park, 4 Days of Aloha

Suggestion from Jaynee to continually have events moving to the east side as well. She is very happy and appreciative for the work this team does.

Jeremy would like us to think thoroughly through handicapped accessible parking for all these events. Sean explained that we work with the parking team to reserve parking. We are working on this and notice the need.

**ITEM 5: SUMMER RECREATION PROGRAM OVERVIEW**

Andy Meade and Stacey Allington presented on the Summer Recreation Programs: Youth Day Camps, Swim Lessons, Summer Playground Program, Teen Camp, Forever Young Hikes, Adult Softball Leagues, and YOP passes

Registration for summer programs filled within 5 hours. Some of our programs had more people on the wait list than were registered. We know that we are loved but this is also offering an opportunity to discuss how we are increasing our capacity and offerings.

To make these programs more accessible we have implemented a payment plan. This allows families to put down 15% for day camps and schedule payments for the remaining expense.

Matthew asked to pull the percentage of families that are utilizing the payment plan.

Jayne mentioned to continue the good work in partnering with schools and looking for more opportunity there. Scholarships are offered for youth through the state for some of our recreation programs.

Staff are doing a great job and we will continue the conversation on how we grow and offer more to better serve the community. We will be looking at staffing, balance of fees and free/low-cost recreation opportunities, and performing a cost-of-service study to inform our fee structure and identify areas of prospective needed fee increases.

Jayne asked about training and hiring teen youth. How are we finding teens that are interested in parks? Stacey mentioned that we are working with VPS and ESD on partnerships.

Matthew asked if there has been a cost-of-service study preformed before. Andy explained that we had in the past gone through a process to identify high benefit/low cost, low benefit/high cost, etc. We hope to combine that will raw data on actual costs within our programs. This is new.

#### **ITEM 6: INTERIM DIRECTOR REPORT**

We are working to schedule the annual boards and commission meeting for all Clark County cities and boards. We are leaning towards a date of September 28<sup>th</sup> at Marshall Park. More information will be coming soon on agenda items.

#### **ITEM 7: CHAIR REPORT**

May 11<sup>th</sup> – Parks Foundation Luncheon attend if you are able.

Congrats to Terry for being the recipient of the Florence B Wagner award at the Parks Foundation Luncheon.

#### **ITEM 8: EVERGREEN SCHOOL DISTRICT REPORT**

N/A

#### **ITEM 9: VANCOUVER PUBLIC SCHOOLS REPORT**

N/A

#### **ITEM 10: PARKS FOUNDATION REPORT**

N/A

#### **ITEM 12: OPEN DISCUSSION**

Devan thanked the commission for having her and shared that she will have to step away due to a change in career. This was her last PRAC meeting. She will always be a champion for parks but has to end this commitment.

**ADJOURNED**

This meeting adjourned at 5:50 p.m.



To request other formats, please contact:  
City Manager's Office  
(360) 487-8600 | WA Relay: 711  
[Stephanie.obotette@cityofvancouver.us](mailto:Stephanie.obotette@cityofvancouver.us)

**STAFF REPORT NO.** [Staff Report No]

**TO:** Parks and Recreation Advisory Commission  
**FROM:** Dave Perlick, Parks and Recreation Director

**DATE:** 7-19-2023

**Subject:** **Shumway Neighborhood Park Expansion**  
Approval to acquire 0.15 acre from Vancouver School District (AFN 16525000)

**Key Points:**

- Shumway Neighborhood Park is a 0.44-acres in size, located at 3014 F Street adjacent to Vancouver School of Arts and Academics (VSAA).
- The proposed 0.15-acre acquisition lies south of the existing city ownership and will blend with school developments completed in 2020.
- The park is in Park Impact Fee District A, with a level of service (LOS) below the adopted standard.
- Expansion of the park will improve public access to the park to offer future development opportunities to help meet the recreational needs of this underserved area.
- The park was managed under an interlocal agreement from 2001 to 2020 but terminated with the adjoining school expansion beginning in 2020. During the school development project, VSD and the City collaborated to minimize potential impacts to the adjoining park through a property exchange agreement. The proposed acquisition is a fulfillment of the intent of the agreement to create a property ownership realignment that would improve park access and neighborhood connectivity.
- The VSD School Board approved Surplus and Disposition of the parcel to the city as allowed under RCWs.
- VSD and City staff negotiated purchase of the property at the appraised value of \$180,000 through the attached Purchase and Sale Agreement.
- The purchase is eligible for PIF funding and identified in the capital facilities plan.
- Necessary due diligence is complete.

**Strategic Plan Alignment:** Acquisition of quality and strategically located parks is a vital first step to provide residents with access to a complete park and trail system within a 10-minute walk. This priority is identified in the Strategic Plan Climate and Natural Systems indicator CN.C1.4., and performance measure CN.PM1.

**Background:** Between 1998 and 2000 the city acquired and developed 0.44 acres known as Shumway Neighborhood Park under a school-park interlocal agreement with VSD. The park adjoins the Vancouver School of Arts and Academics (VSAA). The interlocal agreement included maintenance and joint use provision of a portion of VSAA property to facilitate public access to the school field and track area. The agreement expired in 2020 and terminated at the request of VSD in preparation for a significant expansion of VSAA and a corresponding increased parking capacity. The school district's original development proposal was to locate school parking on three sides of the current park ownership, creating a notable decline in the quality and aesthetics of this small park footprint.

Following significant public involvement regarding the school development, an agreement was reached and approved by Vancouver School District and City Council to address neighborhood

## **Shumway Neighborhood Park Expansion**

7/19/2023

Page 2 of 4

concerns regarding traffic congestion on local residential streets while retaining the size and function of Shumway Neighborhood Park and connectivity with the surrounding residences.

Per the 2020 agreement school parking was relocated downslope and west of the park to provide more visible connection to the adjoining neighborhood along F Street. Rather than exchanging properties as originally anticipated in the agreement, the Vancouver School Board approved the surplus and disposition of the 0.15-acre parcel located south of the park ownership on July 11, 2023. The proposed acquisition would fulfill the intent of the agreement and public input to create a property ownership realignment that would improve park access, visibility connectivity and public safety.

**Present Situation:** The proposed 0.15-acre acquisition from VSD adjoins the southern boundary of Shumway Neighborhood Park. The school district razed the existing residential structure previously located on the parcel, followed by grading, seeding and installation of irrigation to blend the property with the adjoining park ownership.

Shumway Neighborhood Park is located in PIF District A. PIF District A provides a level of service of 3.99 acres of park land per thousand residents, or 80% of the adopted standard. The ½-mile service area of the park (10-minute walk) includes approximately 900 residents. Based on the ratio of park area to residents, the site provides a level of service of 0.51 acres per thousand, only 1% of the city standard for access to parks and natural areas.

The VSD property assessed at \$210,760 and appraised at \$180,000. VSD and City staff negotiated purchase of the property at the appraised value through the attached Purchase and Sale Agreement. The purchase is eligible for PIF funding and identified in the capital facilities plan. The proposal is consistent with the Parks, Recreation and Cultural Services Comprehensive Plan, Capital Facilities Plan, and the PIF Technical Document. Expansion of the park will improve public access to parks and natural areas and offer additional future development opportunities to help meet the recreational needs of this underserved area.

### **Due Diligence**

- An environmental site assessment provides a historical review of land uses to identify any risk of environmental contamination that may warrant additional inspection to limit health risks or liability to the city. An environmental site assessment was completed with no concern of site contamination.
- A boundary survey was completed in association with the earlier school expansion and any encroachments identified were resolved at that time.
- Archaeological survey – An archaeological survey was not considered necessary, and waiver of the review was determined to be a reasonable risk considering the historical urban use of the site.

### **Advantages:**

1. Purchase of the VSD property expands the neighborhood park footprint to improve service to the surrounding residents and reduces the park deficit in PIF District A.
2. The proposed acquisition abuts public right-of-way frontage on 30<sup>th</sup> Street and F Street which have been improved for better visibility and public safety including clearing of sight obscuring vegetation and planting of street trees and turf.

**Shumway Neighborhood Park Expansion**

7/19/2023

Page 3 of 4

3. The acquisition maximizes the public benefit of existing city ownership and expands future development opportunities.

**Disadvantage(s):** Site maintenance expenses will increase minimally with the proposed acquisition.

**Budget Impact:** Budget appropriations from Park Impact Fee District A are included in the budget for this land acquisition.

**Prior PRAC Review:** The Parks and Recreation Advisory Commission heard presentations on the 2020 school development and joint agency agreement on November 18<sup>th</sup> and November 23<sup>rd</sup> of 2020. Following significant public testimony, the Commission forwarded a recommendation to City Council to approve the property agreement between the City and Vancouver School District.

The proposed acquisition of the VSD parcel is currently on the Council consent schedule for August 7, 2023.

**Action Requested:**

Forward a recommendation for Council approval of the Purchase and Sale Agreement for the VSD property.

**Attachments:**

- Purchase & Sale Agreement
- Map (page 4 of 4)

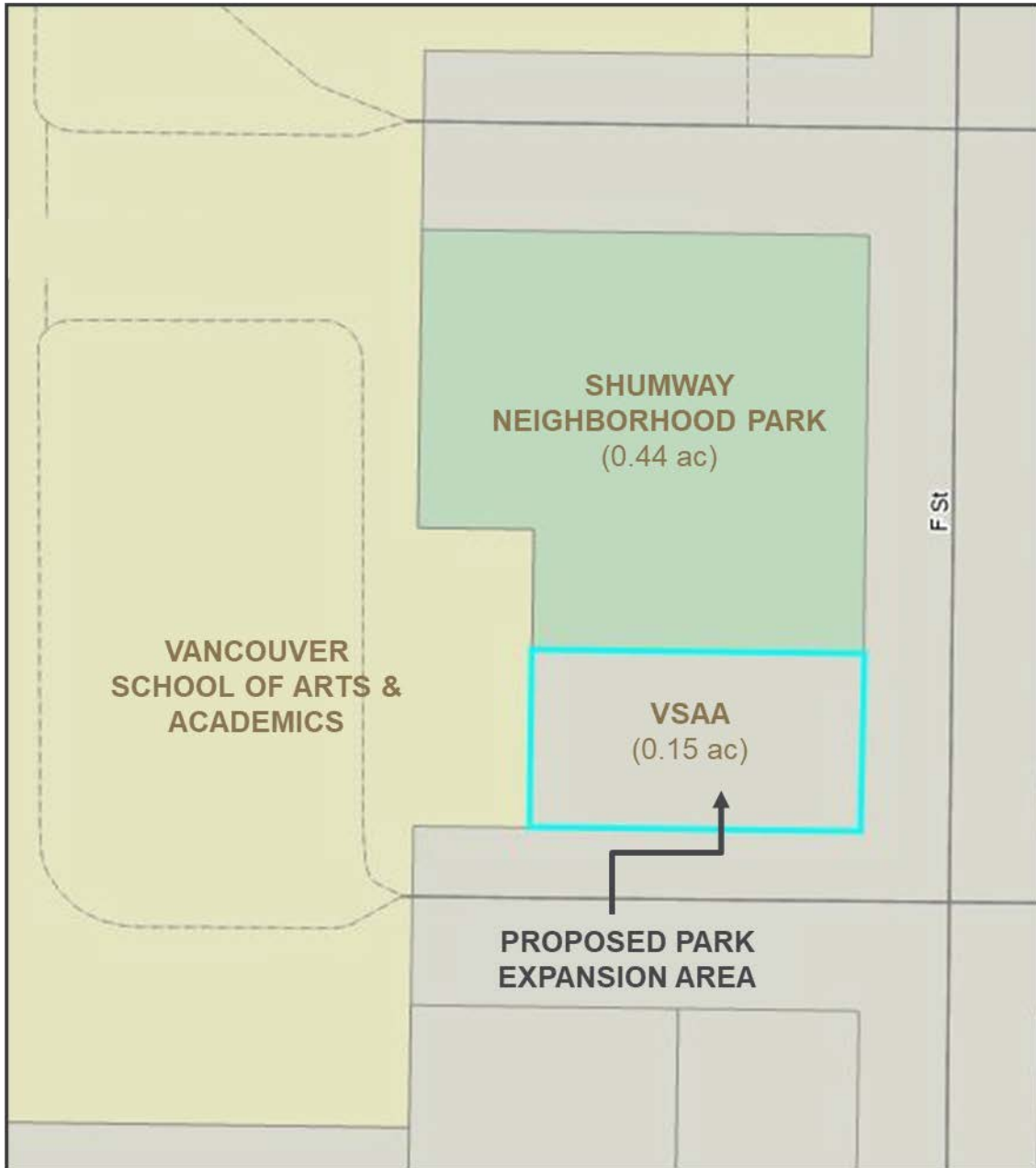
To request other formats, please contact:  
City Manager's Office  
(360) 487-8600 | WA Relay: 711  
Amanda.Delapena@cityofvancouver.us



**Shumway Neighborhood Park Expansion**

7/19/2023

Page 4 of 4



## REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this “Agreement”) is entered into as of July \_\_\_, 2023 (the “Effective Date”) by and between the Vancouver School District #37, a first-class school district in Clark County, Washington, commonly known as “Vancouver Public Schools” (“Seller” or “VPS”), and the City of Vancouver, a Washington municipal corporation (“Purchaser” or “City”).

### BACKGROUND

**A.** Seller owns approximately 0.15 acres of unimproved land located at 3000 F ST, VANCOUVER, WA 98663 with the Clark County Tax Parcel #16525000 and the abbreviated legal description VANCOUVER HEIGHTS #2 LOT 3 ALL LOT 4 BLK 29 (the “Property”), as more particularly described on the attached **Exhibit A**, incorporated herein by reference, and as depicted with the map shown on **Exhibit B**.

**B.** Purchaser desires to acquire the Property, which is located immediately adjacent to Shumway Park, a City of Vancouver Parks, Recreation & Cultural Services (“Vancouver Parks”) neighborhood park, to expand park services in accordance with the Vancouver Parks’ 2022 – 2032 Comprehensive Plan capital facilities plan.

**C.** Seller obtained an appraisal from Colliers International dated January 27, 2023 (Colliers File # VAN230005) of the Property conveying a final opinion of “As-Is Market Value” of \$180,000.

**D.** Seller is a Washington public school district and Purchaser is a Washington municipality, therefore the disposal and acquisition of real property contemplated by this Agreement is made on such terms and conditions as mutually agreed upon by the parties in accordance with RCW 39.33.010.

NOW THEREFORE, in consideration of the circumstances recited above and the mutual covenants contained herein, the parties hereto agree as follows.

### AGREEMENT

**1. Purchase and Sale of the Property.** Seller agrees to sell the Property, including all easements, rights, strips, rights-of-way, and any other rights or interests appurtenant thereto, to Purchaser, and Purchaser agrees to purchase the Property from Seller, on the terms and conditions set forth in this Agreement. The Property consists of Seller’s interest in:

**2. Purchase Price.** The total purchase price for the Property is \$180,000 (the “Purchase Price”).

**3. Earnest Money Deposit.** Within five (5) business days of the Effective Date, Purchaser will deliver to Fidelity National Title Company/Chicago Title Company of Washington, 655 West Columbia Way, Suite 200, Vancouver, Washington, 98660, ATTN: Melissa Miller, Escrow Agent

("Title Company") earnest money in the amount of Four Thousand Five Hundred and No One Hundredths Dollars (\$4,500) (the "Deposit"). Except as provided herein, the Deposit is nonrefundable and shall be applied to payment of the Purchase Price at Closing.

**4. Payment of Purchase Price.** The Purchase Price shall be paid as follows:

**4.1** The Deposit will be credited to the Purchase Price.

**4.2** The balance of the Purchase Price will be paid in all cash at Closing.

**5. Inspection Contingency.** At the time of execution of this Agreement, Purchaser has completed its inspections of the Property.

**6. Title to the Property.** Within five (5) days after the Effective Date, Seller will order a preliminary title commitment from the Title Company with respect to the Property (the "Title Report"). The Title Report includes and must be accompanied by the most legible copies available of all special exceptions listed therein. Except for any mortgages, deeds of trust, security instruments, financing statements, or other instruments which evidence or secure indebtedness, judgments, and liens against the Property, including, without limitation, mechanics' liens, tax liens, real estate taxes, water rates, and sewer rents, any exceptions to the Title Report to which Purchaser does not object within twenty (20) days of issuance of the Title Report pursuant to this Agreement shall be considered permitted exceptions.

**7. Conditions to Closing.** The obligation of the Parties to close this transaction is conditioned on the following:

(a) *Title Insurance.* The Title Company must be ready, willing, and able to issue a standard owner's policy of title insurance in the amount of the Purchase Price, based on the Title Report, insuring title in Purchaser to the Property consistent with the terms of this Agreement, and subject only to the title exceptions approved or deemed approved by Purchaser.

(b) *City and VPS Approval.* The Vancouver Parks and Recreation Advisory Commission (commonly known as PRAC) shall have reviewed and recommended and the Vancouver City Council and the Board of Directors of the Vancouver School District #37 shall have each respectively approved this Agreement and authorized the transaction contemplated herein by the City and VPS at open public meetings.

If any of these conditions are not satisfied or waived by the Party benefitted by the condition, this Agreement will terminate without further obligation of either Party and the Deposit must be returned to Purchaser.

**8. Closing.**

**8.1** *Closing Date.* This transaction will be closed within fifteen (15) business days following the satisfaction or waiver of all of the conditions set forth in Section 7 (the “Closing”), unless the Parties mutually agree to change the Closing date.

**8.2** *Manner and Place of Closing.* This transaction will be Closed by the Title Company in Vancouver, Washington, or at such other place as the Parties may mutually agree to in writing. Closing will take place in the manner and in accordance with the provisions set forth in this Agreement.

**8.3** *Prorations, Adjustments.*

(a) Any ad valorem real property taxes, assessments, or utility expenses (collectively, the “Expenses”) will be prorated and adjusted between the Parties as of the Closing.

(b) Purchaser and Seller shall be equally responsible for the escrow fees in connection with this sale. Seller must pay the excise transfer tax on the sale, if any.

(c) Seller must pay the premium for a standard owner’s title insurance policy in favor of Purchaser in the amount of the purchase price. Any additional title insurance coverage or endorsements requested by Purchaser will be paid by Purchaser.

(d) Purchaser shall be responsible for document recording fees at Closing.

(e) Each Party will pay its own attorney fees.

**8.4** *Events of Closing.* If the Title Company has received the sums and is in a position to cause the title insurance policy to be issued as described below, this transaction will be fulfilled as follows:

(a) Seller will convey the real property to Purchaser by statutory warranty deed, the form of which is included on the attached **Exhibit C** (the “Deed”), subject to the matters accepted or deemed accepted by Purchaser under this Agreement and shown thereon as “Permitted Encumbrances.”

(b) The Title Company will calculate the pro-rations agreed to in this Agreement, and the Parties will be charged and credited accordingly.

(c) Upon compliance with the Parties’ closing instructions, the Title Company will record the Deed.

**8.5** *Title Insurance.* As soon as possible after the Closing Date, the Title Company will furnish Purchaser a standard form ALTA owner’s policy of title insurance in the amount of the Purchase Price for the Property, subject only to the Title Company’s standard preprinted exceptions and exclusions for the form and except for the matters accepted or

deemed accepted by Purchaser under this Agreement. Purchaser may elect, at Purchaser's sole cost and expense, to secure an ALTA expanded coverage policy or ALTA endorsements, as approved by the Title Company.

**8.6 Possession.** Seller will deliver possession of the Property to Purchaser at Closing.

**9. Defaults and Failure to Close.**

**9.1 Seller's Remedies.** In the event that this transaction fails to close on account of a default by Purchaser under this Agreement, the Deposit will be forfeited by Purchaser and retained by Seller as liquidated damages as Seller's sole remedy for the default. THE AMOUNT OF THE DEPOSIT HAS BEEN AGREED BY THE PARTIES TO BE REASONABLE COMPENSATION AND THE EXCLUSIVE REMEDY FOR PURCHASER'S DEFAULT, BECAUSE THE PRECISE AMOUNT OF SUCH COMPENSATION WOULD BE DIFFICULT TO DETERMINE.

**9.2 Purchaser's Remedies.** If this transaction fails to close on account of a default by Seller under this Agreement, the parties hereto agree that Purchaser would be irreparably injured by Seller's breach of this Agreement and that money damages alone are an inadequate remedy for actual or threatened breach of this Agreement. Accordingly, Purchaser is entitled to specific performance or injunctive or other equitable relief to enforce this Agreement and to all other rights and remedies available at law or in equity to Purchaser, including return of the Deposit.

**9.3 Defaults.** Except for (a) Purchaser's failure to pay any portion of the Deposit as and when due hereunder or (b) either Party's wrongful failure to close or satisfy a condition to closing by the required Closing Date, neither Party will be deemed in default under this Agreement unless the Party is given written notice of its failure to comply with this Agreement and the failure continues for a period of ten days after the date the notice is given. This section will not be construed as extending the time by which any notice or contingency waiver must be given.

**9.4 Costs and Attorney Fees.** If suit, action, arbitration, or mediation is instituted to interpret or enforce the terms of this Agreement or with respect to any dispute under this Agreement, the prevailing Party is entitled to recover from the other Party the sum that the court, arbitrator, or mediator may adjudge reasonable as costs and expert witness and attorney fees in any such proceeding, at trial, on any appeal or petition for review, and in any bankruptcy proceeding (including the adjudication of any issues peculiar to bankruptcy law), in addition to all other sums provided by law.

**9.5 Waiver of Jury Trial.** AS PART OF THE CONSIDERATION FOR THIS AGREEMENT, EACH OF THE PARTIES HERETO WAIVES THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE OR ACTION UNDER THIS AGREEMENT.

**10. Legal Relationship.**

**10.1** *Relationship of Parties.* This Agreement creates only the relationship of Seller and Purchaser, and no joint venture, partnership, or other joint undertaking is intended hereby. Neither Party hereto will have any rights to make any representations or incur any obligations on behalf of the other. Neither Party has authorized any agent to make any representations, admit any liability, or undertake any obligation on its behalf. Neither Party is executing this Agreement on behalf of an undisclosed principal.

**10.2** *No Third-Party Beneficiaries.* No third party is intended to be benefited or afforded any legal rights under or by virtue of this Agreement.

**10.3** *Assignments and Successors.* Purchaser may not assign or otherwise transfer this Agreement or any interest herein, voluntarily, involuntarily, or by operation of law, without the prior written consent of Seller in each instance.

## **11. General Provisions.**

**11.1** *Notices.* Notices under this Agreement must be in writing and, if personally delivered or sent by electronic mail, will be effective when received. If mailed, a notice will be deemed effective on the second day after deposited as registered or certified mail, postage prepaid, directed to the other Party. Notices must be delivered, mailed, or sent electronically to the following addresses and email addresses:

Seller: Vancouver School District #37  
ATTN: AJ Panter, Executive Director, Facility Support Services  
2901 Falk Road  
Vancouver, WA 98661

With copy to: Marilee Scarbrough, General Counsel  
Vancouver Public Schools  
PO Box 8937  
Vancouver, WA 98668-8937  
Tel: 360-313-1280

Purchaser: City of Vancouver  
ATTN: Monica Tubberville, Parks, Recreation, & Cultural Services  
PO Box 1995  
Vancouver, WA 98660

With a copy to: City of Vancouver  
ATTN: Becky Rude, Assistant City Attorney  
PO Box 1995  
Vancouver, WA 98660

Either Party may change its address for notices by at least fifteen (15) days' advance written notice to the other.

**11.2** *Time of Essence.* Except as otherwise specifically provided in this Agreement, time is of the essence for each and every provision of this Agreement.

**11.3** *Invalidity of Provisions.* If any provision of this Agreement, or any instrument to be delivered by a Party at Closing under this Agreement, is declared invalid or is unenforceable for any reason, the provision will be deleted from the document and will not invalidate any other provision contained in the document.

**11.4** *Neutral Construction.* This Agreement has been negotiated with each Party having the opportunity to consult with legal counsel and will be construed without regard to which Party drafted all or part of this Agreement.

**11.5** *Captions.* The captions of the sections and paragraphs in this Agreement are used solely for convenience and are not intended to limit or otherwise modify the provisions of this Agreement.

**11.6** *Waiver.* The failure of either Party at any time to require performance of any provision of this Agreement will not limit the Party's right to enforce the provision. Waiver of any breach of any provision will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

**11.7** *Subsequent Modifications.* This Agreement and any of its terms may be changed, waived, discharged, or terminated only by a written instrument signed by the Party against whom enforcement of the change, waiver, discharge, or termination is sought.

**11.8** *Saturdays, Sundays, and Legal Holidays.* If the time for performance of any of the terms, conditions, and provisions hereof falls on a Saturday, Sunday, or legal holiday, then the time of the performance will be extended to the next business day thereafter.

**11.9** *Venue.* In any action brought to interpret or enforce any of the provisions of this Agreement, the venue will be in Clark County, Washington.

**11.10** *Applicable Law.* This Agreement will be construed, applied, and enforced in accordance with the laws of the state of Washington. All sums referred to in this Agreement will be calculated by and payable in the lawful currency of the United States.

**11.11** *Entire Agreement.* This Agreement constitutes the entire agreement of the Parties with respect to the Property and supersedes and replaces all written and oral agreements previously made or existing between the Parties.

**11.12** *No Offer.* By providing an unexecuted copy of this Agreement to any person, neither Party is deemed to have made an offer to sell or purchase or otherwise indicated its willingness to enter into any transaction with respect to the Property, and this Agreement will not be binding on any Party unless and until it has been fully executed and delivered by Seller and Purchaser.

**11.13** *Counterparts.* This Agreement may be executed simultaneously or in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

**SELLER:**

VANCOUVER SCHOOL DISTRICT #37, a Washington first-class school district

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**PURCHASER:**

CITY OF VANCOUVER, a Washington municipal corporation

By: \_\_\_\_\_

By: Eric J. Holmes, City Manager (or designee)

Attest:

By: \_\_\_\_\_

By: Natasha Ramras, City Clerk (or designee)

Approved as to Form:



By: \_\_\_\_\_  
By: Jonathan Young, City Attorney (or designee)

## **EXHIBIT A**

### **PROPERTY LEGAL DESCRIPTION**

The South 60 feet of Fractional Block 29, Vancouver Heights, according to the Plat thereof, recorded in Volume "A" of Plats, Page 35, Records of Clark County, Washington, otherwise described as Lot 4 and the South 10 feet of Lot 3, Block 29 of said Vancouver Heights. Together with that portion of "F" Street adjacent and appurtenant thereto vacated by order of the Clark County Board of Commissioners, dated June 7, 1905 , and recorded in Book 60, Page 248, records of Clark County, Washington.

**EXHIBIT B**  
**MAP OF PROPERTY**



★ Subject Property

**EXHIBIT C**  
**FORM OF STATUTORY WARRANTY DEED**

After recordation return to:

City of Vancouver  
PO Box 1995  
Vancouver, WA 98668  
ATTN: Monica Tubberville, Parks, Recreation, and Cultural Services

**STATUTORY WARRANTY DEED**

**GRANTOR:** VANCOUVER SCHOOL DISTRICT #37, a Washington first-class school district

**GRANTEE:** CITY OF VANCOUVER, a Washington municipal corporation

**PROPERTY:** 3000 F ST, VANCOUVER, WA 98663  
(Full legal description on Exhibit A, attached hereto)

**ABBREVIATED LEGAL:** VANCOUVER HEIGHTS #2 LOT 3 ALL LOT 4 BLK 29

**ASSESSOR'S TAX PARCEL NUMBER:** #16525000

The Grantor, VANCOUVER SCHOOL DISTRICT #37, a Washington first-class school district, for and in consideration of Ten and No One Hundredths Dollars (\$10.00) and other good and valuable consideration, in hand paid, conveys and warrants to the Grantee, the CITY OF VANCOUVER, a Washington municipal corporation, the real property situated in the County of Clark, State of Washington as described on the attached Exhibit A and subject to the permitted exceptions, if any, described on attached Exhibit B, together with all improvements located thereon, all rights, benefits, privileges, easements, tenements, hereditaments and appurtenances there unto belonging or in any way pertaining thereto.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**GRANTOR:**

VANCOUVER SCHOOL DISTRICT #37, a Washington first-class school district

By: [DO NOT SIGN – EXHIBIT ONLY]

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTARY ACKNOWLEDGMENT**

STATE OF WASHINGTON            }  
                                                  }ss.  
COUNTY OF CLARK            }

Before me personally appeared \_\_\_\_\_ (print name) as the authorized signatory of Vancouver School District # 37, GRANTOR, and acknowledged said instrument to be the free and voluntary act and deed of said individual, for the uses and purposes therein mentioned, and on oath stated that he was the individual authorized signatory of said instrument as Grantor.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_

NOTARY PUBLIC in and for  
the State of \_\_\_\_\_,  
residing at \_\_\_\_\_

My appointment expires: \_\_\_\_\_

**STATUTORY WARRANTY DEED**

**EXHIBIT A**

**LEGAL DESCRIPTION**

The South 60 feet of Fractional Block 29, Vancouver Heights, according to the Plat thereof, recorded in Volume "A" of Plats, Page 35, Records of Clark County, Washington, otherwise described as Lot 4 and the South 10 feet of Lot 3, Block 29 of said Vancouver Heights. Together with that portion of "F" Street adjacent and appurtenant thereto vacated by order of the Clark County Board of Commissioners, dated June 7, 1905 , and recorded in Book 60, Page 248, records of Clark County, Washington.

**STATUTORY WARRANTY DEED**  
**EXHIBIT B**  
**PERMITTED ENCUMBRANCES**

[SUBJECT TO TITLE REPORT REVIEW]