AFTER RECORDING RETURN TO:

City of La Center Attn: Bryan Kast 210 E 4th Street La Center, WA 98629

#### RECORDING COVER SHEET

This space provided for recorder's use.

INSTRUMENT TITLE: DEVELOPMENT AGREEMENT

GRANTOR(S): HILLSIDE DEVELOPMENT, LLC

GRANTEE: CITY OF LA CENTER, WASHINGTON

ABBREVIATED LEGAL DESC: #27, #56, #59, #109, #110 SEC 34 T5N R1EW

FULL LEGAL DESCRIPTION: See Exhibit A-1 To This Document

ASSESSOR'S PROPERTY TAX

PARCEL ACCOUNT NUMBER(S): 258919000

REFERENCE NUMBER OF

RELATED DOCUMENTS: N/A

#### **DEVELOPMENT AGREEMENT**

Effective Date: Date of Recording

#### **PROPERTY**

The real property subject to this Development Agreement consists of five tax parcels within the City of La Center, Clark County, Washington. The legal description for the five parcels is attached as **Exhibit A-1**. The Property described in Exhibit A-1 is the Property subject to this Development Agreement.

#### **PARTIES**

HILLSIDE DEVELOPMENT, LLC (hereafter "Owners" or "Developers") is the owner of the Property (hereafter "Development").

The CITY OF LA CENTER is a Washington municipal corporation (hereafter "City") and is responsible for land use planning and permitting pursuant to the Growth Management Act, RCW 35A.63 and RCW 58.17.

Owner and the City, as defined in this Agreement, are collectively referred to as the Parties.

#### **AUTHORITIES**

The Parties are authorized to enter this Development Agreement by RCW 36.70B.170(1). Whereas, pursuant to RCW 36.70B.170, a development agreement may set forth the development standards and other provisions that will apply to and govern the development, use and mitigation of the development of real property for the duration specified in the agreement, which statute provides:

(1) A local government may enter into a Development Agreement with a person having ownership or control of real property within its jurisdiction. A city may enter into a development agreement for real property outside its boundaries as part of a proposed annexation or a service agreement. A development agreement must set forth the development standards and other provisions that will apply to and govern and vest the development, use, and mitigation of the development of the real property for the duration specified in the agreement. A development agreement will be consistent with applicable development regulations adopted by a local government planning under chapter 36.70A RCW;

Whereas, the legislative findings supporting the enactment of this section provide:

The legislature finds that the lack of certainty of the approval of development projects can result in a waste of public and private resources, escalate housing costs for consumers and discourage the commitment to comprehensive planning which would make maximum efficient use of resources at the least economic cost to the public. Assurance to a development project applicant that upon government approval the project may proceed in accordance with existing policies and regulations, and subject to conditions of approval, all as set forth in a development agreement, will strengthen the public planning process, encourage private, participation and comprehensive planning, and reduce the economic costs of development. Further, the lack of public facilities and services is a serious impediment to development of new housing and commercial uses. Project applicants and local governments may include provisions and agreements whereby applicants are reimbursed over time for financing public facilities. It is the intent of the legislature by RCW 36.70B.170 through 36.70B.210 to allow local governments and owners and developers of real property to enter into development agreements.

#### RECITALS

- A. Owner's real property is as follows: APN 258919000comprised of approximately 42.03 acres in total.
- B. In 2018, Owner's real property obtained Preliminary Subdivision Approval from the City for an 85 lot residential subdivision with streets, utilities and parks (File No. 2018-016-SUB) (henceforth known as "the Development"). The Development also obtained Civil Engineering Approval from the City.
- C. On December 15, 2022, Type II Post Decision Review application (File No 2021-039-PDR/VAR/TRE) was received to amend the preliminary subdivision approval. Specifically, changes were made to the subdivision layout to improve conformance of the site layout to the topography and improve emergency access to future residences. The City approved the Post Decision Review on April 27,2022 and subsequently granted the Development civil engineering approval. Construction of the project began in Summer 2022.
- D. Lot coverage standards for residential lots are regulated by the City's Municipal Code (LCMC) Chapter 18.130.080 Density and Dimensional Requirements. Subsection 5 stipulates that "Maximum building lot coverage shall not exceed 35 percent" and "Maximum impervious surface area shall not exceed 50 percent".
- E. To offer a wide variety of home styles meeting the needs of a diverse group of buyers, Developer wishes to increase maximum building lot coverage above 35% for a number of lots within the Development not to exceed fifty percent of all the lots.

- F. To offer a wide variety of home styles meeting the needs of a diverse group of buyers, Developer wishes to increase the maximum impervious surface area above 50% for up to twenty lots within the Development.
- G. LCMC 18.60.015 provides that the City may allow for deviations from the development standards of the municipal code in exchange for offsetting public benefits. Current and future open space and amenity needs are identified in the La Center Parks, Recreation and Open Space Master Plan. In exchange for allowing deviations in the maximum building lot coverage provisions of the code, the Parties are agreeing that the Development will provide additional facilities for the benefit of future residents and the general public. These include two additional open space tracts with landscaping, benches, lawn, trash receptacles and dog waste stations, and an easement for a future trail connection to the south to parcel 258944000.
- H. In order to achieve the Parties' stated interests, the Parties agreed to formalize all conditions in a Development Agreement.
- I. Each of the Recitals contained herein are intended to be, and are incorporated as, covenants between the Parties and will be so construed.

#### AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

#### 1. **DEFINITIONS**

Terms utilized in this Agreement are defined as follows:

- 1. "City" The City of La Center, Washington.
- 2. "**Development**" The Stephens Hillside Farm Subdivision, preliminarily approved under File No. 2018-016-SUB and amended through the post decision review process under File No. 2021-039-PDR.
- 3. "Owner" The person(s) or legal entity(s) with legal ownership interest in the property and development rights associated thereto. The Owner is Hillside Development, LLC, based on this definition.
- 4. "Stephens Park" Approximately 1.06 acres of land being utilized for a park and related uses in the southeast corner of the site, beside E Aspen Ave.
- 5. "Responsible Party" The person(s) or legal entity(s) who has a legal duty to perform the terms of this Development Agreement. The City and New Tradition Homes are each "responsible parties" to this Agreement.

#### 2. LOT COVERAGE

Owner may construct residential buildings and appurtenances exceeding the maximum building lot coverage standards of LCMC 18.130.080 on up to 50% of the lots within the Development. Maximum building lot coverage shall not exceed 35% as an average for all lots within the development, and maximum building lot coverage shall not exceed 44% on an individual lot. This will allow a wider variety of home styles and plans to be constructed on the lots which will improve home choices for seniors, those with mobility issues, people who work from home, and those looking for outdoor living in the Pacific Northwest. It will also allow a wider variety of facades which will avoid repetition in home styles, improve streetscapes and reduce the visual dominance of garages. Exhibit B is not intended to be binding for a specific plan to be on a specific lot, but to give an overall representation of the approach to allow flexibility of plans on up to half of the lots to exceed the 35% maximum building lot coverage requirement, while not exceeding the 35% building coverage as an average on all the lots within the Development.

Owner may increase the maximum impervious surface area to 55% on up to 20 lots within the Development. This will allow for three-car driveways and additional walkways or hardscaping within the Development. Exhibit B shows the potential lot maximum impervious surface area increases with an additional 1,000 square feet for impervious hardscaping such as driveways. As shown in the exhibit, many of the lots can easily comply with the maximum impervious surface area standards; however, up to 20 lots could exceed the 50% maximum impervious surface area based on the plan. While the exhibit depicts specific lots, the intention is that the application of a 55% maximum impervious surface area standard could be applied to any lot within the Development but not more than a total of 20 lots. The overall average maximum impervious surface area for the Development shall not exceed 50%.

#### 3. OPEN SPACE TRACTS

To balance the reduction in non-building area caused by increased maximum building lot coverage and maximum impervious surface area, and to provide an offsetting public benefit, Owner agrees to include additional acreage for open space within the Development. The City hereby represents and warrants that open space requirements for the development (LCMC 18.147) are already satisfied by the preliminarily approved plans according to the land use decision and post-decision review decision. The open space tracts established by this agreement would go beyond the requirements of the Municipal Code. Two tracts will be established of approximately 13,000 square feet alongside W 19th Street to create a visual amenity upon entry to the Development and to retain the percent of coverage for the overall Development (Exhibit A-2). The location and configuration of the open space tracts shall be as shown as Tracts E and F in the attached Exhibit C. These tracts shall be maintained by the Homeowners Association unless the City accepts these responsibilities in writing. The open spaces will be landscaped in a combination of plantings with native vegetation, lawn, street trees, and ground cover to a design to be approved by the City and in keeping with the Development's landscape design. A public access easement will be established across these tracts and they will be for passive enjoyment only. City and the Homeowners Association, and assigns, shall work together and in good faith in an instance that the City wishes to take ownership of the open space tracts in future.

#### 4. ADDITIONAL AMENITIES

Additionally, the Owners will incorporate additional public amenities within the development. Public amenities would include street furniture, nature viewing areas, and way-markers. These amenities aim to improve public access to parks, open space and allow for the enjoyment of the development's features by a wider range of community members. The City hereby represents and warrants that park requirements for the development (LCMC 18.147) are already satisfied by the preliminarily approved plans according to the land use decision and 2022 post-decision review decision. The additional amenities established within this agreement would go beyond the requirements of the Municipal Code and are provided as an offsetting public benefit. The Owners shall provide three benches, two of which shall be located in the newly established open space tracts E and F

and one shall be located in the Stephens Park, tract C. Owners shall also provide one additional post mounted dog walk waste station and one directional sign in the newly established open space tract B. The Owners shall decide on the feature type, construction and location used within the Development. Locations are shown in Exhibit C.

#### 5. TIMING OF OPEN SPACE AND ADDITIONAL AMENITY BUILD OUT

Final plat approval/recording of the Development shall not be contingent upon the construction progress or completion of the Open Space Tracts' improvements and Additional Amenities construction. Completion of Open Space Tract's improvements and Additional Amenities construction will be required prior to final occupancy of the 43<sup>rd</sup> home in the Development. City Inspector will review and sign off on all improvements prior to release of final occupancy by the City.

#### 6. GOOD FAITH EFFORT

City and Owners and assigns, shall work together and in good faith to ensure both parties goals are met, to the extent feasible.

#### 7. CITY'S RESERVED AUTHORITY

Notwithstanding anything in this Agreement to the contrary, the City will 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.

## 8. EXECUTION OF AGREEMENT; COUNTERPARTS; ELECTRONIC SIGNATURES

This Agreement may be executed in several counterparts; each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts – PROVIDED that all signature pages will be recorded together, and the complete recorded Agreement will constitute the final instrument. The exchange of copies of this Agreement and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

#### 9. TERMINATION

This Agreement will terminate upon the mutual agreement of the Parties in writing, which will be recorded.

#### 10. AUTHORIZATION

The persons executing this Agreement on behalf of the Owners, Responsible Parties and the City are authorized to do so and, upon execution by such parties, this Development Agreement will be a valid and binding obligation of such parties in accordance with its terms. The Parties have each obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby.

#### 11. RUN WITH THE LAND

This Agreement shall run with the land and benefit and bind the Parties and the Parties' heirs, successors and assigns, and will be recorded with the Clark County Auditor.

## 12. ASSIGNABILITY AND CONTRACTUAL TRANSFER OF OBLIGATIONS

The rights and obligations established in this Agreement are assignable by the Current Owners, Owners, Developers and Responsible Parties to their heirs, successors and assigns, and the Current Owners, Owners and Developers and Responsible Parties will contractually require subsequent owners and developers with whom Current Owners, Owners, Developers and Responsible Parties contract with to carry out the terms of this Agreement.

#### 13. TERM

The Term of this Agreement will expire five (5) years from the date of execution of this Agreement, unless earlier extended by the Parties.

#### 14. PUBLIC HEARING

The La Center City Council has approved execution of this Agreement by ordinance after a public hearing.

#### 15. DISPUTE RESOLUTION

Should a disagreement arise between the Parties, the Parties agree to attempt to resolve the disagreement by first meeting and conferring. If such meeting proves unsuccessful to resolve the dispute, the disagreement may be resolved by a civil action.

#### 16. APPLICABLE LAW AND VENUE

This Agreement will be construed in accordance with the laws of the State of Washington, and venue is in the Clark County Superior Court.

#### 17. SEVERABILITY

If any portion of this Agreement will be invalid or unenforceable to any extent, the validity of the remaining provisions will not be affected thereby. If a material provision of this Agreement is held invalid or unenforceable such that a Party does not receive the benefit of its bargain, then the other Parties will renegotiate in good faith terms and provisions that will effectuate the spirit and intent of the Parties 'agreement herein.

#### 18. INCONSISTENCIES

If any provisions of the La Center Development Code and land use regulations are deemed inconsistent with this Agreement, the court shall first attempt to harmonize the provisions and if unable to do so, the provisions of this Agreement will prevail, excepting the City's reserved authority as explicitly defined herein.

#### 19. AMENDMENTS

This Agreement may only be amended by mutual written agreement of the Parties, and all amendments will be recorded in the Clark County deed records.

#### 20. SURVIVAL

Any covenant or condition set forth in this Agreement, the full performance of which is not specifically required prior to the expiration or earlier termination but which by its terms is to survive the termination of this Agreement, will survive the expiration or earlier termination of this Agreement and will remain fully enforceable thereafter.

#### 21. NO DIRECT BENEFIT TO THIRD PARTIES

The Parties are the only parties to this Agreement and are the only parties entitled to enforce its terms, except as otherwise specifically provided in this Agreement. There are no third-party beneficiaries.

#### 22. NOTICES

All notices will be in writing and may be delivered by personal delivery, by overnight courier service, or by deposit in the United States Mail, postage prepaid, as certified mail, return receipt requested, and addressed as follows:

City: City of La Center

Attn: Bryan Kast 210 E 4th Street La Center, WA 98629

With a copy to: City Attorney

E. Bronson Potter

9600 NW Lakeshore Ave. Vancouver, WA 98665

Owners: Hillside Development, LLC

Attn: Kelly Helmes 11815 NE 113th St #110 Vancouver, WA 98662 Notices will be deemed received by the addressee upon the earlier of actual delivery or refusal of a party to accept delivery thereof. The addresses to which notices are to be delivered may be changed by giving notice of such change in address in accordance with this notice provision.

#### 23. TIME IS OF THE ESSENCE

Time is of the essence in the performance of and adherence to each and every provision of this Agreement.

#### 24. NON-WAIVER

Waiver by any Party of strict performance of any provision of this Agreement will not be deemed a waiver of or prejudice a Party's right to require strict performance of the same or any other provision in the future. A claimed waiver must be in writing and signed by the Party granting a waiver. A waiver of one provision of this Agreement will be a waiver of only that provision. A waiver of a provision in one instance will be a waiver only for that instance, unless the waiver explicitly waives that provision for all instances.

#### 25. HEADINGS

The section headings are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

#### 26. INTERPRETATION OF AGREEMENT; STATUS OF PARTIES

This Agreement is the result of arm's-length negotiations between the Parties and will not be construed against any Party by reason of its preparation of this Agreement. Nothing contained in this Agreement will be construed as creating the relationship of principal and agent, partners, joint venturers, or any other similar relationship between the Parties.

#### 27. FUTURE ASSURANCES

Each of the Parties will promptly execute and deliver such additional documents and will do such acts that are reasonably necessary, in connection with the performance of their respective obligations under this Agreement so as to carry out the intent of this Development Agreement.

Signatures appear on the following pages.

#### **OWNERS**

HILLSIDE DEVELOI	PMENT LLC	Date
State of Washington  City of		
Hillside Development acknowledged that (hat authorized to execute to	LLC, is the per le/she) signed this the instrument and	actory evidence that Kelly Helmes, representing son who appeared before me, and said person is instrument, on oath stated that (he/she) was acknowledged it to be the free and voluntary achieved in the instrument.
Dated:	, 2023.	
(Seal or stamp)		Signature
		Title My appointment expires

#### CITY OF LA CENTER

By: Thomas Strobehn	Date
Its: Mayor	
State of Washington )	
) ss. City of)	
City 01	
who appeared before me, and said poot oath stated that he was authorized t	sfactory evidence that Thomas Strobehn is the person erson acknowledged that he signed this instrument, on o execute the instrument and acknowledged it as the ield to be the free and voluntary act of such party for the instrument.
Dated:, 2023	
(Seal or stamp)	Signature
(Sear of stamp)	
	Title
	My appointment expires
Approved as to form:	
City Attorney	

#### EXHIBIT A-1 Legal Description of Development

EXHIBIT A-2 Draft Plat

**EXHIBIT B Building Lot Coverage Exhibit** 

**EXHIBIT C Landscape Architects plan for Additional Amenities** 

#### 6082067 D

Total Pages:8 Rec: \$210.50 eRecorded in Clark County, WA 10/3/2022 2:32 PM

Chicago Title Salmon Creek - 2621 NW 134th St Ste 200 WA 98686

872005 - \$82955.00 - Chicago Title - Stacey A Swain - 10/03/2022

When recorded return to:

Hillside Development, LLC 11815 NE 113th Street, Suite 110 Vancouver, 98662

Filed for record at the request of:



655 W. Columbia Way, Suite 200 Vancouver, WA 98660

Escrow No.: 622-153698

#### STATUTORY WARRANTY DEED

THE GRANTOR(S) Perry D. Stephens and Carleen M. Stephens, husband and wife, as to Parcels I and V, Mary Sue Rerick, surviving spouse of Charles D. Rerick, deceased, as her separate estate, as to Parcels II and IV, and Roni A. Stephens and Mark E. Stephens, husband and wife, as to Parcel III

for and in consideration of Ten And No/100 Dollars (\$10.00) and other good and valuable consideration

in hand paid, conveys, and warrants to Hillside Development, LLC, a Washington limited liability company

the following described real estate, situated in the County of Clark, State of Washington:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Abbreviated Legal: (Required if full legal not inserted above.)

Tax Lot #56, 110, 59, 109, and 27 Section 34, Township 5 North, Range 1 East

Tax Parcel Number(s): 258919-000, 258972-000, 258922-000, 258971-000, 258901-000

Subject to:

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

#### **STATUTORY WARRANTY DEED**

(continued)

Dated: September 16, 2022		
Pervi D/Stephens  Carleen M. Stephens  Mark E. Stephens  Ropi A. Stephens  Mary Sue Rerick		
State of Washington		
County of Clark		
This record was acknowledged before me on and Carleen M. Stephens.	9.84.88	by Perry D. Stephens
(Signature of notary public) Notary Public in and for the State of My appointment expires:	KRISTIN H NOTARY PUBL STATE OF WAS COMMISSION	LIC#9774 SHINGTON LEXPIRES
State of Washington	FEBRUARI	(9, 2025 B
County of Clark		
This record was acknowledged before me on and Roni A. Stephens.		by Mark E. Stephens
(Signature of notary public) Notary Public in and for the State of My appointment expires: 2.4.25	& KRISTIN	LIC#9774 SHINGTON NEXPIRES
State of Washington	& LEBKOVIV	CONTRACTOR OF THE PARTY OF THE
County of Clark	a 40 1 1	
This record was acknowledged before me on		by Mary Sue Rerick.
(Signature of notary public)  Notary Public in and for the State of MA  My appointment expires: 3.9.35	S consecution	LIC#9774 SHINGTON NEXPIRES

Statutory Warranty Deed (LPB 10-05) WA0000059.doc / Updated: 03.07.22

Page 2

WA-CT-FVAN-02150.622485-622-153698

#### **EXHIBIT "A"**

**Legal Description** 

#### For APN/Parcel ID(s): 258919-000, 258972-000, 258922-000, 258971-000 and 258901-000

#### Parcel I

A parcel of land located in the Northwest Quarter of the Southwest Quarter of Section 34, Township 5 North, Range 1 East, Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at the Northwest corner of the Northwest Quarter of the Southwest Quarter of said Section 34;

Thence South 88°04'02" East, along the North line of said Northwest Quarter, for a distance of 402.23 feet;

Thence leaving said North line, South 02°18'53" West, parallel with the West line of said Northwest Quarter, for a distance of 276.46 feet;

Thence South 88°04'02" East, parallel with the North line of said Northwest Quarter, for a distance of 315.13 feet;

Thence North 02°18'53" East, parallel with the West line of said Northwest Quarter, for a distance of 276.46 feet to the North line of said Northwest Quarter;

Thence South 88°04'02" East, along said North line, for a distance of 586.90 feet to the Northeast corner of the said Northwest Quarter;

Thence leaving said North line, South 02°01'22" West, along the East line of said Northwest Quarter, for a distance of 767.25 feet to the South line of the North 767.25 feet of said Northwest Quarter;

Thence leaving said East line, North 88°04'02" West, along said South line, for a distance of 1099.45 feet to the Southeast corner of the "Boehm" parcel as described and recorded under Clark County, Washington Auditors File Number 9008230211;

Thence leaving said South line, North 02°18'53" East, along the East line of said "Boehm" parcel, for a distance of 208.71 feet to the Northeast corner thereof;

Thence leaving said East line, North 88°04'02" West, along the North line of said "Boehm" parcel, for a distance of 208.71 feet to the Northwest corner thereof and the West line of said Northwest Quarter;

Thence leaving said North line, North 02°18'53" East, along said West line, for a distance of 558.55 feet to the POINT OF BEGINNING.

#### Parcel IA

A 60 foot wide non-exclusive easement for ingress, egress and utilities as described and recorded under Clark County, Washington Auditors File Number 9008310235;

TOGETHER WITH A non-exclusive easement for ingress, egress and utilities over, under and across the following described strip of land;

COMMENCING at the Northwest corner of the Northwest Quarter of the Southwest Quarter of said Section 34;

Thence South 88°04'02" East, along the North line of said Northwest Quarter, for a distance of 1304.26 feet to the Northeast corner of the said Northwest Quarter;

Thence leaving said North line, South 02°01'22" West, along the East line of said Northwest Quarter, for a distance of 261.46 feet to the TRUE POINT OF BEGINNING;

Thence leaving said East line, North 88°04'02" West, parallel with the North line of said Northwest Quarter, for a distance of 903.36 feet;

Thence South 02°18'53" West, parallel with the West line of said Northwest Quarter, for a distance of 30.00 feet:

Thence South 88°04'02" East, parallel with the North line of said Northwest Quarter, for a distance of 853.51 feet;

Statutory Warranty Deed (LPB 10-05) WA0000059.doc / Updated: 03.07.22

Page 3

WA-CT-FVAN-02150.622485-622-153698

#### **EXHIBIT "A"**

Legal Description (continued)

Thence South 70°32'44" East, for a distance of 52.41 feet to the East line of said Northwest Quarter;

Thence North 02°01'22" East, along said East line, for a distance of 45.78 feet to the TRUE POINT OF BEGINNING.

Parcel II

The North 46.5 rods of the Southwest quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian, Clark County, Washington.

EXCEPT the West half thereof.

ALSO EXCEPT the East 950 feet thereof.

Parcel IIA

A 60 foot wide non-exclusive easement for ingress, egress, and the transportation of utilities, over, under and across a strip of land 30 feet on each side of the following described centerline:

Beginning at the Northeast corner of the South 460 feet of the North 46.5 rods of the Southwest quarter of said Section 34, at a point on the East line of the Southwest quarter of said Section 34; thence West, along the North line of the South 460 feet of the North 46.5 rods of said Southwest quarter of said Section 34, a distance of 1,320 feet, more or less, to the West line of the above described tract and the terminus of the centerline described herein.

Parcel III

The East 950 feet of the North 46.5 rods of the Southwest quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian, Clark County, Washington.

EXCEPT the South 460 feet thereof.

ALSO EXCEPT County Roads.

Parcel IIIA

A 60 foot wide non-exclusive easement for ingress, egress, and the transportation of utilities, over, under and across an strip of land 30 feet on each side of the following described centerline:

Beginning at the Northeast corner of the South 460 feet of the North 46.5 rods of the Southwest quarter of said Section 34, at a point on the East line of the Southwest quarter of said Section 34; thence West, along the North line of the South 460 feet of the North 46.5 rods of said Southwest quarter of said Section 34, a distance of 950 feet, more or less, to the West line of the above described tract and the terminus of the centerline described herein.

Parcel IV

The West half of the South 460 feet of the East 950 feet of the North 46.5 rods of the Southwest quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian, Clark County, Washington.

Parcel IVA

A 60 foot wide nonexclusive easement for ingress, egress, and the transportation of utilities, over, under and across a strip of land 30 feet on each side of the following described centerline:

Beginning at the Northeast corner of the South 460 feet of the North 46.5 rods of the Southwest quarter of said Section 34, at a point on the East line of the Southwest quarter of said Section 34; thence West, along the North line of the South 460 feet of the North 46.5 rods of said Southwest quarter of said Section 34, a distance of 950 feet, more or less, to the West line of the above described tract and the terminus of the centerline described herein.

Parcel V

That portion of the Southwest quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian, Clark County, Washington, described as follows:

Statutory Warranty Deed (LPB 10-05) WA0000059.doc / Updated: 03.07.22

WA-CT-FVAN-02150.622485-622-153698

#### **EXHIBIT "A"**

Legal Description (continued)

The South 460 feet of the East 950 feet of the North 46.5 rods of said Southwest quarter.

EXCEPT the West half as conveyed to Charles D. Rerick Sr. and Mary Sue Rerick, husband and wife, by contract recorded under Auditor's File No. 9010260021.

ALSO EXCEPT that portion lying within N.E. North Fork Avenue.

ALSO EXCEPT that portion conveyed to JDL Development, Inc., a Washington corporation Recorded July 7, 2000, under Auditor's File No. 3233222, records of Clark County, Washington.

Statutory Warranty Deed (LPB 10-05) WA0000059.doc / Updated: 03.07.22

Page 5

#### **EXHIBIT "B"**

#### **Exceptions**

- 1. Taxes and Assessments as they become due and payable.
- 2. Assessments, if any, levied by City of La Center.
- Road Maintenance Agreement and the terms and conditions thereof: 3.

Recording Date:

October 26, 1990

Recording No.:

9010260020

and Re-Recording Date:

July 1, 1991

and Re-Recording No.:

9107010185

Road Maintenance Agreement and the terms and conditions thereof: 4.

Recording Date:

October 20, 2017

Recording No.:

5454351

Affects:

Parcel I

Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a 5. document:

In favor of:

PUBLIC UTILITY DISTRICT NO. 1 OF CLARK COUNTY, WASHINGTON

Purpose: Recording Date: Transmission of electric energy, including communication facilities

May 31, 1979 7905310177

Recording No.: Affects:

Parcels II, III, IV, and V

Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a 6. document:

In favor of:

ADJACENT PROPERTY OWNERS

Purpose:

ingress, egress and utilities

Recording Date:

September 20, 1977

Recording No.:

7709200179

Affects:

The East 30 feet of the West 31 feet of Parcel I

7 Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of:

PUBLIC UTILITY DISTRICT NO. 1 OF CLARK COUNTY, WASHINGTON

Purpose:

Transmission of electric energy, including communication facilities

Recording Date: Recording No.:

November 12, 1981 8111120158

Affects:

Parcels II, III, and IV

8. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of:

PUBLIC UTILITY DISTRICT NO. 1 OF CLARK COUNTY, WASHINGTON

Purpose:

Transmission of electric energy, including communication facilities

Recording Date:

April 12, 1988

Recording No.:

8804120141

Affects:

Parcel I

9. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of:

ADJACENT PROPERTY OWNERS

Page:6/8

Purpose:

ingress, egress and utilities

Recording Date:

October 26, 1990 9010260021

Recording No.: Affects:

Parcels II, III, IV, and V

Statutory Warranty Deed (LPB 10-05) WA0000059.doc / Updated: 03.07.22

Page 6

WA-CT-FVAN-02150.622485-622-153698

Clark Auditor 10/3/2022 2:32 PM

6082067

#### **EXHIBIT "B"**

**Exceptions** (continued)

10. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

ADJACENT PROPERTY OWNERS In favor of:

Purpose: ingress, egress and utilities

Recording Date: May 15, 1991 Recording No.: 9105150009

Parcels II, III, IV, and V Affects:

11. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: ADJACENT PROPERTY OWNERS

Purpose: ingress, egress and utilities Recording Date: November 19, 1993

9311190181 Recording No.:

Affects: North 30 feet of the West 30 feet of Parcel I

12. Easement(s) for the purpose(s) shown below and rights incidental thereto as set forth in a document:

In favor of: Adjacent Property Owners Purpose: ingress, egress and utilities

Recording Date: June 8, 2017 Recording No.: 5411015

Affects: a portion of said premises and other property

13. Easement and Agreement for use of Water and Maintenance of Well and the terms and conditions thereof:

Recording Date: October 20, 2017

Recording No.: 5454350 Affects: Parcel I

14. Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey,

Recording Date: November 22, 2006

Recording No.: Volume 56, Page 121 of surveys

Matters shown: Fence Affects: Parcel II

15. Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey,

Recording Date: September 29, 2017

Recording No.: Volume 67, Page 53 of surveys Fence and fence encroachment Matters shown:

Affects: Parcels I and V

16. Reservation contained in deed;

> Recording Date: August 31, 1990 Recording No.: 9008310235 Affects: Parcels II, III, and IV

Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, 17. dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on

Recording No: Survey Book 51, Page 68

Statutory Warranty Deed (LPB 10-05) WA0000059.doc / Updated: 03.07.22

Page:7/8

#### **EXHIBIT "B"**

Exceptions (continued)

18. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Survey:

Recording No: Survey Book 56, Page 121

19. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on Survey:

Recording No: Survey Book 67, Page 53

Statutory Warranty Deed (LPB 10-05) WA0000059.doc / Updated: 03.07.22

### PLAT NOTES:

- . PRIOR TO ISSUANCE OF OCCUPANCY PERMITS, SIDEWALKS SHALL BE CONSTRUCTED ALONG ALL THE RESPECTIVE LOT FRONTAGES.
- 2. AN EASEMENT IS HEREBY RESERVED UNDER AND UPON THE EXTERIOR (6) FEET OF ALL BOUNDARY LINES OF THE LOTS AND TRACTS ADJACENT TO PUBLIC AND OR PRIVATE ROADS FOR THE INSTALLATION. CONSTRUCTION, RENEWING, OPERATING AND MAINTAINING ELECTRIC, TELEPHONE, TV, CABLE, WATER AND SANITARY SEWER SERVICES. ALL LOTS CONTAINING PADMOUNT TRANSFORMER ARE SUBJECT TO MINIMUM CLEARANCE AS DEFINED BY CLARK PUBLIC UTILITIES CONSTRUCTION STANDARDS. ALSO, A SIDEWALK EASEMENT, AS NECESSARY TO COMPLY WITH ADA SLOPE REQUIREMENTS, SHALL BE RESERVED UPON THE EXTERIOR SIX (6) FEET ALONG THE FRONT BOUNDARY LINES OF ALL LOTS ADJACENT TO PUBLIC STREETS.
- 3. PURSUANT TO RCW 27.53.060 IT IS UNLAWFUL TO REMOVE OR ALTER ANY ARCHAEOLOGICAL RESOURCE OR SITE WITHOUT HAVING OBTAINED A WRITTEN PERMIT FROM THE WASHINGTON STATE OFFICE OF ARCHAEOLOGY AND HISTORIC PRESERVATION. UPON ANY DISCOVERY OF POTENTIAL OR KNOWN ARCHAEOLOGICAL RESOURCES AT THE SUBJECT SITE PRIOR TO OR DURING ON-SITE CONSTRUCTION, THE DEVELOPER, CONTRACTOR, AND/OR ANY OTHER PARTIES INVOLVED IN CONSTRUCTION SHALL IMMEDIATELY CEASE ALL ON-SITE CONSTRUCTION, SHALL ACT TO PROTECT THE POTENTIAL OR KNOWN HISTORICAL AND CULTURAL RESOURCES AREA FROM OUTSIDE INTRUSION, AND SHALL NOTIFY, WITHIN A MAXIMUM PERIOD OF TWENTY-FOURS FROM TIME OF DISCOVERY, THE CITY OF LA CENTER COMMUNITY DEVELOPMENT DEPARTMENT OF SAID DISCOVERY.
- 4. THE CITY SHALL ASSESS AND CHARGE THE HOME BUILDER, SCHOOL, PARK. SEWER AND TRAFFIC IMPACT FEES IN EFFECT AT THE TIME OF BUILDING PERMIT APPLICATION FOR EACH DWELLING.
- 5. TRACT "D" IS TO BE RETAINED BY THE DEVELOPER WITH AN EASEMENT GRANTED TO THE CITY OF LACENTER FOR PUBLIC RIGHT-OF-WAY TO BE DETERMINED LATER.
- 6. ALL LOTS SHALL COMPLY WITH 17.25.050 BUILDING SETBACKS AS FOLLOWS: 20' MINIMUM FRONT SETBACK. 20' MINIMUM REAR YARD SETBACK. 7.5' MINIMUM SIDE YARD SETBACK.
- 7. 10' SANITARY SEWER EASEMENT GRANTED TO THE CITY OF LA CENTER WITH THIS PLAT.

10' MINIMUM STREET SIDE SET BACK

- 8. 20' PEDESTRIAN ACCESS TRAIL DEDICATED TO THE CITY OF LA CENTER WITH THIS PLAT.
- 9. 20' PEDESTRIAN ACCESS TRAIL TO BE MAINTAINED BY THE STEPHENS HILLSIDE HOMEOWNERS ASSOCIATION. (H.O.A.). WITH A SANITARY SEWER AND STORM SEWER EASEMENT GRANTED TO THE CITY OF LA CENTER AND STEPHENS HILLSIDE HOMEOWNERS ASSOCIATION (H.O.A.) FOR INGRESS, EGRESS AND INSPECTION WITH THIS PLAT.
- 10. 15' INGRESS, EGRESS AND UTILITY EASEMENT FOR THE BENEFIT OF TAX LOT 39, TO BE MAINTAINED BY TAX LOT 39. GRANTED WITH THIS PLAT.
- 11. TRACT "A" IS A STORMWATER FACILITY AND TRAIL EASEMENT DEDICATED TO THE CITY OF LA CENTER WITH THIS PLAT.
- 12. 20' PEDESTRIAN ACCESS TRAIL TO BE MAINTAINED BY THE STEPHENS HILLSIDE HOMEOWNERS ASSOCIATION.(H.O.A.) WITH A STORM SEWER EASEMENT GRANTED TO THE CITY OF LA CÉNTER FOR INGRESS, EGRESS AND INSPECTION WITH THIS PLAT.
- 13. TRACT "B" IS A OPEN TRACT OWNED BY THE STEPHENS HILLSIDE HOMEOWNERS ASSOCIATION (H.O.A.) AND TO REMAIN IN ITS NATURAL
- 14. TRACT "C" IS A COMMUNITY PARK TO BE OWNED AND MAINTAINED BY THE STEPHENS HILLSIDE HOMEOWNERS ASSOCIATION (H.O.A.)WITH PUBLIC ACCESS TO THE ENTIRETY OF THE PARK.
- 15. TEMPORARY TURNAROUND EASEMENT TO BE AUTOMATICALLY RELINQUISHED AT THE TIME OF ROAD EXTENSION.
- 16. 50' RIGHT-OF-WAY DEDICATED TO THE CITY OF LA CENTER WITH THIS
- 17. 60' RIGHT-OF-WAY DEDICATED TO THE CITY OF LA CENTER WITH THIS
- 18. WALL AND LANDSCAPING EASEMENT GRANTED TO THE STEPHENS HILLSIDE HOMEOWNERS ASSOCIATION (H.O.A.).
- 19. 10 FOOT ACCESS AND UTILITY EASEMENT GRANTED TO THE CLARK PUBLIC UTILITY DISTRICT AND THE CITY OF LA CENTER WITH THIS PLAT.
- 20. WALL EASEMENT TO BE OWNED AND MAINTAINED BY THE INDIVIDUAL LOT OWNERS.
- 21. TRACT "E" IS A COMMON AREA TO BE OWNED AND MAINTAINED BY THE STEPHENS HILLSIDE HOMEOWNERS ASSOCIATION. (H.O.A.).
- 22. TRACT "F" IS A COMMON AREA TO BE OWNED AND MAINTAINED BY THE STEPHENS HILLSIDE HOMEOWNERS ASSOCIATION. (H.O.A.).

#### NARRATIVE:

THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE THE CITED PARCELS INTO 85 LOTS.

#### **BOUNDARY RESOLUTION:**

HELD THE BOUNDARY RESOLUTION PER RENTON SURVEY 67-53, FOR ADDITION SUBDIVISION OF SECTION 34 SEE SAID RENTON SURVEY.

#### **DEED REFERENCE:**

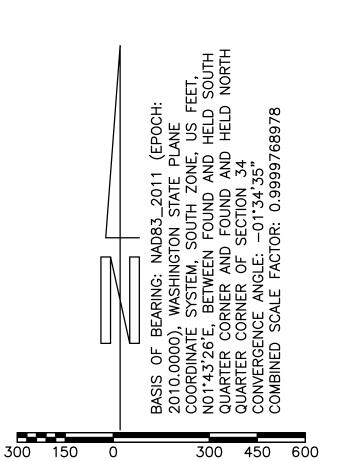
GRANTOR: STEPHENS AND RERICK STEPHENS AND RERICK GRANTEE: 5411015 BLA JUNE 8, 2017

D2 GRANTOR: STEPHENS GRANTEE: BOEHM 9008230211 AUGUST 23, 1990

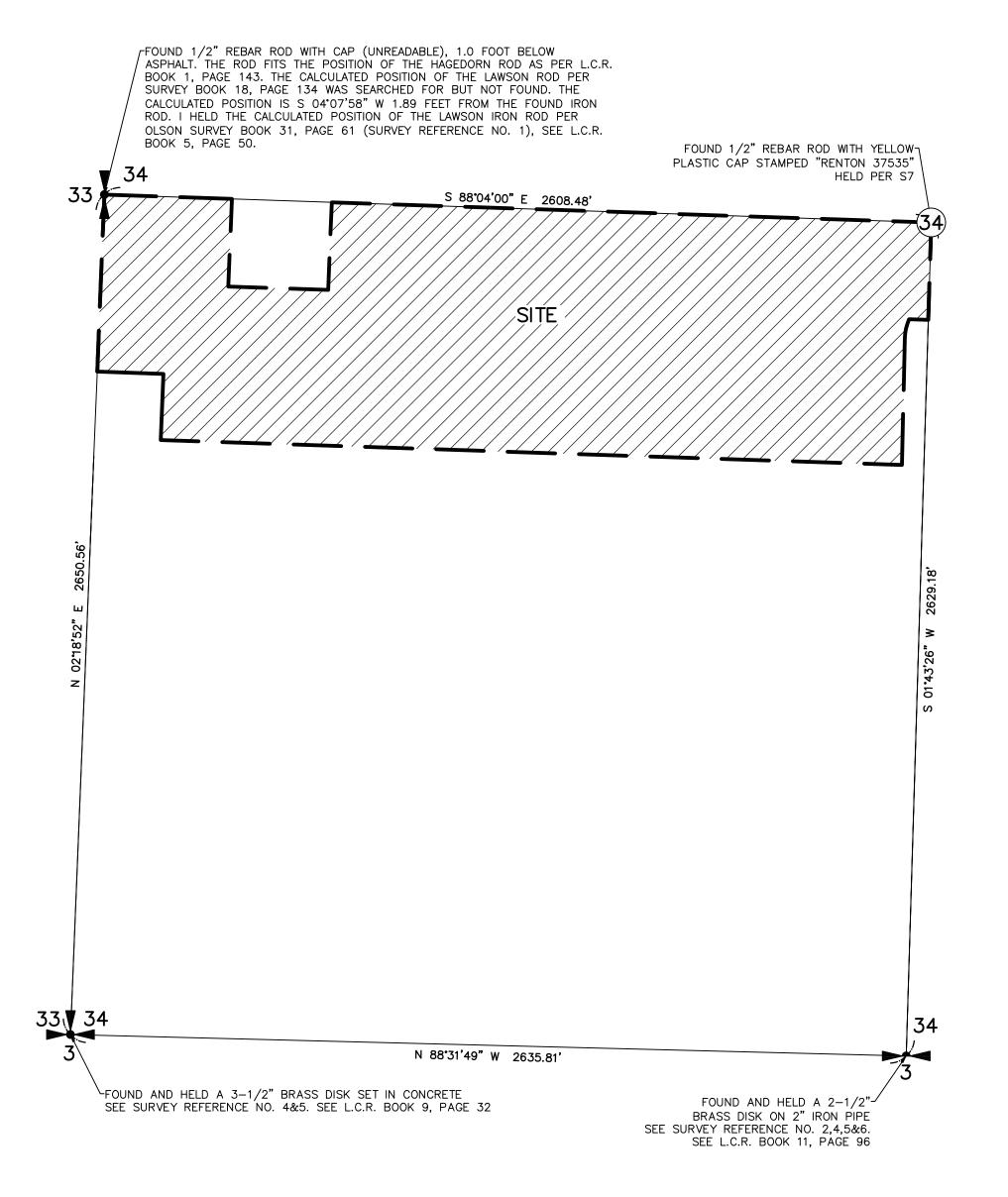
GRANTOR STEPHENS **GRANTEE:** RERICK 9408030128 **AUGUST 3, 1994** 

RERICK GRANTEE: 9008310235 AUGUST 31, 1990

MUFFETT PROPERTIES, LLC STEPHENS GRANTEE: AFN: DATE 5384147 D MARCH 10, 2017



SCALE 1 INCH = 300 FEET



# **DECLARANT DECLARATION:**

THE UNDERSIGNED OWNER OR OWNERS OF THE INTEREST IN THE REAL ESTATE DESCRIBED HEREIN HEREBY DECLARE THIS MAP AND DEDICATE THE SAME FOR A COMMON INTEREST COMMUNITY NAMED "STEPHENS HILLSIDE FARM", A HOMEOWNERS ASSOCIATION, AS THAT TERM IS DEFINED IN THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT, SOLELY TO MEET THE REQUIREMENTS OF THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT AND NOT FOR ANY PUBLIC PURPOSE. THIS MAP AND ANY PORTION THEREOF IS RESTRICTED BY LAW AND THE DECLARATION FOR STEPHENS HILLSIDE FARM, RECORDED UNDER CLARK COUNTY RECORDING NO.

PRINTED SIGNED

## LEGEND: ##\## ## ## • INDICATES MONUMENT FOUND AS NOTED ##**▲**## ##

XX

XX

DATE

RENTON SURVEY 67-53

2) HAGEDORN SURVEY, BOOK 35, PAGE 175 3) HAGEDORN SURVEY, BOOK 42, PAGE 49 I) MINISTER SURVEY, BOOK 51, PAGE 68 5) TANDY SURVEY, BOOK 56, PAGE 121 6) TANDY SURVEY, BOOK 56, PAGE 154 7) RENTON SURVEY BOOK 67 PAGE 53

## SUBDIVISION REFERENCES:

SURVEY REFERENCES:

1) OLSON SURVEY, BOOK 31, PAGE 161

1) "VISTA VIEW RIDGE AT SOUTHVIEW HEIGHTS PHASE VII B", BOOK 310, PAGE 921 ?) "HANNA'S FARM, BOOK 311, PAGE 484 3) GORDON CREST, BOOK 311, PAGE 492

## **ACKNOWLEDGMENT:**

COUNTY OF	
I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT <u>DAVID ALLAN DENNY</u> IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT (HE/SHE)	
SIGNED THIS INSTRUMENT AND ACKNOWLEDGED IT TO BE (HIS/HER) FREE AND VOLUNTARY ACT	
FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.	
WITNESS MY HAND AND SEAL HERETO AFFIXED ON THIS DAY OF 20	

NOTARY PUBLIC IN AND FOR THE STATE OF RESIDING IN MY COMMISSION EXPIRES PRINT NOTARY NAME

## **ACKNOWLEDGMENT:**

STATE OF COUNTY OF

SIGNED OR ATTESTED BEFORE ME	ON_			BY		
MANAGER OF	_LLC,	Α	WASHINGTON	LIMITED	LIABILITY	COMPANY

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT \_ PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT (HE/SHE) SIGNED THIS INSTRUMENT AND ACKNOWLEDGED IT TO BE (HIS/HER) FREE AND VOLUNTARY ACT INDICATES MONUMENT CALCULATED PER FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

WITNESS MY HAND AND SEAL HERETO AFFIXED ON THIS \_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_.

NOTARY PUBLIC IN AND FOR THE STATE OF RESIDING IN MY COMMISSION EXPIRES PRINT NOTARY NAME \_\_\_\_\_

# STEPHENS HILLSIDE FARM SUBDIVISION

IN A PORTION OF THE NE 1/4, AND THE NW 1/4, OF THE SW 1/4 OF SECTION 34 T. 5 N., R 1 E., W. M., CITY OF LA CENTER CLARK COUNTY, WASHINGTON SHEET 1 OF 6

_A	CENTER	MAYOR:

APPROVED BY:		
	MAYOR OF LA CENTER	DATE

## LA CENTER DIRECTOR OF PUBLIC WORKS:

APPROVED BY:

## CITY ENGINEER:

## LA CENTER FINANCE DIRECTOR / CITY CLERK:

APPROVED BY: FINANCE DIRECTOR / CITY CLERK

## **CLARK PUBLIC UTILITIES:**

THIS PLAT MEETS THE REQUIREMENTS FOR CLARK PUBLIC UTILITIES FOR WATER SERVICE.

APPROVED BY: CLARK PUBLIC UTILITIES REPRESENTATIVE

## AUDITOR'S CERTIFICATE:

FILED FOR RECORD THIS	DAY OF	, 20,
IN BOOK	OF PLATS, AT PAGE	, AT THE
REQUEST OF	NEW TRADITION HOMES	
AUDITOR'S FILE NUMBER		
		_

**CLARK COUNTY AUDITOR** 

## **CLARK COUNTY ASSESSOR:**

THIS PLAT MEETS THE REQUIREMENTS OF RCW 58.17.170. LAWS OF WASHINGTON. 1961, TO BE KNOWN AS \_\_\_\_\_STEPHENS HILLSIDE FARM PLAT NO. CLARK COUNTY, WASHINGTON.

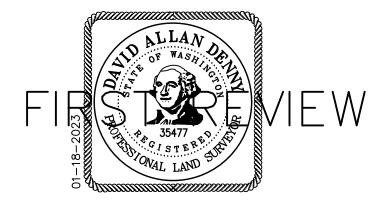
CLARK COUNTY ASSESSOR DATE

## SURVEYOR'S CERTIFICATE:

I, DAVID ALLAN DENNY, A PROFESSIONAL SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT OF "STEPHENS HILLSIDE FARM" CORRECTLY REPRESENTS A SURVEY AND SUBDIVISION OF SECTION 33, TOWNSHIP 5 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, AND THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT; THAT THE DISTANCES, COURSES, AND ANGLES ARE SHOWN HEREON CORRECTLY AND THAT MONUMENTS AND LOT CORNERS HAVE BEEN SET ON THE GROUND AS SHOWN ON THE PLAT.

DAVID ALLAN DENNY, PROFESSIONAL LAND SURVEYOR, PLS NO. 35477

DATE





JOB NO. 22-314DATE: <u>01-18-23</u> CALC BY: DAD DRAWN BY: AAD CHECKED BY: DAD FILE: 22314FINAL

MINISTER AND GLAESER SURVEYING, INC. MAKES NO WARRANTIES AS TO MATTERS OF UNWRITTEN TITLE SUCH AS ADVERSE POSSESSION, ACQUIESCENCE, ESTOPPLE, ETC.

A FIELD TRAVERSE WAS PERFORMED USING A FIVE SECOND TOTAL STATION. THE FIELD TRAVERSE MET THE MINIMUM STANDARDS FOR SURVEYS AS DESIGNATED IN WAC 332-130-090. ALL CORNERS NOTED AS FOUND WERE VISITED ON 5-18-17

#### STEPHENS HILLSIDE FARM **SUBDIVISION** TAX LOT 54 TAX LOT IN A PORTION PIN: 258917000 121 OF THE NE 1/4, AND THE NW I/4, OF THE PIN: 258983000 S 88°04'00" E 402.23' SW 1/4 OF SECTION 34 (402.23' D1) FOUND 1/2" REBAR ROD WITH CAP (UNREADABLE), 1.0 FOOT BELOW ASPHALT. THE ROD FITS THE S 88°04'00" E 586.88' T. 5 N., R 1 E., W. M., POSITION OF THE HAGEDORN ROD AS PER L.C.R. FOUND AND HELD A 1/2" REBAR-CITY OF LA CENTER BOOK 1, PAGE 143. THE CALCULATED POSITION OF 75.00' ROD WITH YELLOW PLASTIC CAP THE LAWSON ROD PER SURVEY BOOK 18, PAGE 134 WAS SEARCHED FOR BUT NOT FOUND. THE STAMPED "HAGEDORN 9579" PER CLARK COUNTY, WASHINGTON 50' SEE NOTE 16 SURVEY REFERENCE NO. 2. CALCULATED POSITION IS S 04°07'58" W 1.89 FEET FROM THE FOUND IRON ROD. I HELD THE SHEET 2 OF 6 CALCULATED POSITION OF THE LAWSON IRON ROD PER OLSON SURVEY BOOK 31, PAGE 61 (SURVEY REFERENCE NO. 1), SEE L.C.R. BOOK 5, PAGE 50. 19 LEGEND: 25' 25' 7729 SF STEPHENS 10927 SF 9797 SF TAX LOT 39 INDICATES MONUMENT FOUND AS NOTED **23** 24015 SF PIN: 258906000 AFN: 5411015 BLA INDICATES 1/2" x 24" REBAR WITH YELLOW PLASTIC CAP INSCRIBED - 30'WIDE NON EXCLUSIVE 26.57'7 "D.DENNY 35477", SET EASEMENT FOR INGRESS, S 84"17'39" W<sub>+</sub>/172.20' EGRESS AND UTILITIES PER AFN: 9311190181 INDICATES ROCK NAIL WITH BRASS WASHER S 84"17'39" W 172.20' N 87'40'00" W N 87'40'00" W + 12.30' C86 INSCRIBED "35477" SET AT THE EXTENSION OF W 20TH DR LOT LINE IN THE CURB FOR THE PURPOSE OF S 84"17'39" W 172.20' WITNESS CORNER ⊏N 87°40'00" W S 87°40'00" E 126.43' 12.30' INDICATES CALCULATED POSITION NOTHING SET C24 14.46'-INDICATES DEED DISTANCE PER AF NO. 4051768 UNLESS OTHER WISE NOTED INDICATES FOUND 1/2" REBAR WITH YELLOW PLASTIC CAP INSCRIBED "RENTON", HELD PER RENTON SURVEY 67-53 **26** 7730 SF TRACT "D" (315.13' D1 HELD) N 88'04'00" W SEE NOTE 5 S 88'04'00" E 315.13" INDICATES FOUND AND HELD A 1/2" REBAR S 87°40'00" E\_126.41' ROD WITH YELLO PLASTIC CAP STAMPED N 8497'39" E 331,254.56 SF 65.00' "MINSTER 12563" PER SURVEY REFERENCE 7.604 ACRES 370.04 NUMBER 4. HE S INDICATES FOUND AND HELD A 1/2" NORTH-SOUTH FENCE MEANDERS ALONG LINE REBAR ROD WITH YELLOW PLASTIC CAP STAMPED "OLSON ENG PLS 26352" PER 54 SUBDIVISION REFERENCE NUMBER 1 **46** 8926 SF 8783 SF 8453 SF 8287 SF 8607 SF INDICATES SQUARE FEET -30' WIDE EASEMENT 8789 SF INDICATES YELLOW PLASTIC CAP FOR INGRESS, EGRESS AND UTILITIES PER AFN: 7709200179 SEE NOTE 15 50' SEE NOTE 16 INDICATES AUDITOR'S FILE NUMBER INDICATES PARCEL IDENTIFICATION NUMBER INDICATES NORTH OF LINE N 85\*48'38" W +305.96' S 84"12'55" W 504.46' INDICATES EAST OF LINE \_W 19TH ST INDICATES SOUTH OF LINE N 85°48′38″ W 311.76′ N 8412'55" E 504.46 INDICATES WEST OF LINE L.C.R. INDICATES LAND CORNER RECORD S 85°48'38" E 311.76' C91 SURVEY REFERENCES: 7608 SF 7546 SF FENCE ON LINE, 1) OLSON SURVEY, BOOK 31, PAGE 161 ) HAGEDORN SURVEY, BOOK 35, PAGE 175 8043 SF 10187 SF HAGEDORN SURVEY, BOOK 42, PAGE 49 S 88°04'00" E 208.71' MINISTER SURVEY, BOOK 51, PAGE 68 S 86°57'40" W 5) TANDY SURVEY, BOOK 56, PAGE 121 8760 SF 8168 SF S) TANDY SURVEY, BOOK 56, PAGE 154 7) RENTON SURVEY BOOK 67 PAGE 53 84.15 70.27 N 86°57'40" E N 89°31′3 SUBDIVISION REFERENCES: 55.00' 1) "VISTA VIEW RIDGE AT SOUTHVIEW HEIGHTS PHASE VII B", BOOK 310, PAGE 921 N 86°00'00" E 2) "HANNA'S FARM, BOOK 311, PAGE 484 N 90°00' 3) GORDON CREST, BOOK 311, PAGE 492 65.34 S 88'40'34" E S 88'40'34" E-BOEHM TAX LOT 98 PIN: 258960000 AFN: 9008230211 TRACT "A" FENCE ON LINE-SEE NOTE 11 TRACT "B" 132,296 SF 3.037 ACRES SEE NOTE 13 236,429 SF 5.428 ACRES 6.7'E.O.L.→ FOUND AND HELD A 1/2" REBAR -ROD WITH YELLOW PLÁSTIC CAP STAMPED "TANDY 25181" PER SURVEY REFERENCE NO. 6. 198.00' TAX LOT FENCE TRANSITIONS FROM SOUTH TAX LOT OF LINE TO NORTH OF LINE 83 LFENCE ON LINE PIN: 258945000 PIN: 258944000 TRACT "B" "HANNA'S FARM" FOUND AND HELD A 3-1/2" BRASS DISK SET IN CONCRETE SEE SURVEY REFERENCE NO. 4&5. SEE L.C.R. BOOK 9, PAGE 32 (311 - 484)50 25 0 L------SCALE 1 INCH = 50 FEET JOB NO. 22-314DATE: <u>01-18-23</u>

MINISTER AND GLAESER SURVEYING, INC. MAKES NO WARRANTIES AS TO MATTERS OF UNWRITTEN TITLE SUCH AS ADVERSE POSSESSION, ACQUIESCENCE, ESTOPPLE, ETC.

A FIELD TRAVERSE WAS PERFORMED USING A FIVE SECOND TOTAL STATION. THE

FIELD TRAVERSE MET THE MINIMUM STANDARDS FOR SURVEYS AS DESIGNATED IN

WAC 332-130-090. ALL CORNERS NOTED AS FOUND WERE VISITED ON 5-18-20

MINISTER-GLAESER
SURVEYING INC.
2200 E. EVERGREEN BLVD.
VANCOUVER, WA 98661
(360) 694-3313

DATE: 01-18-23

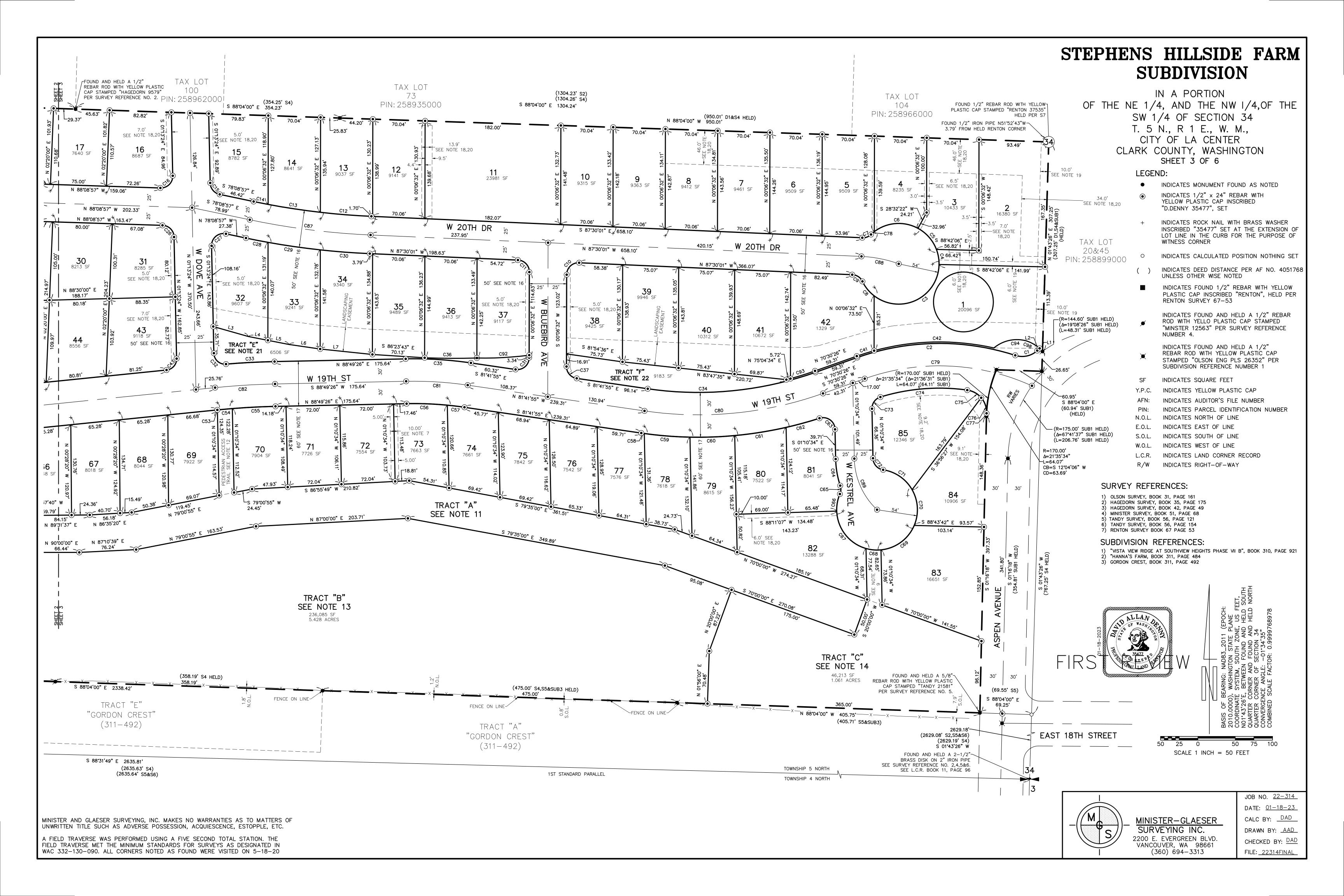
CALC BY: DAD

DRAWN BY: AAD

CHECKED BY: DAD

CHECKED BY: DAD

THE CHECKED BY: DAD







CHECKED BY: DAD

# STEPHENS HILLSIDE FARM SUBDIVISION

IN A PORTION
OF THE NE 1/4, AND THE NW I/4,OF THE
SW 1/4 OF SECTION 34
T. 5 N., R 1 E., W. M.,
CITY OF LA CENTER
CLARK COUNTY, WASHINGTON
SHEET 6 OF 6

	CURVE TABLE						
CURVE	RADIUS	DELTA	ARC DIST.	CHORD BEARING	CHORD DIST.		
C1	30.00'	60°21'28"	31.60'	N 77°43'44" E	30.16'		
C2	330.00'	37°24'02"	215.41'	S 8912'27" W	211.61'		
C3	54.00'	126°32'28"	119.26'	N 64*11'40" E	96.46'		
C4	54.00'	21°46'04"	20.52'	N 09*57'35" W	20.39'		
C5	54.00'	40'37'01"	38.28'	N 41°09'08" W	37.48'		
C6	54.00'	65*47'11"	62.00'	S 85*38'46" W	58.65'		
C7	16.00'	45*53'08"	12.81'	N 69*33'25" E	12.47'		
C8	54.00'	26'39'13"	25.12'	S 3912'30" E	24.89'		
C9	16.00'	61°37'07"	17.21'	N 56*41'27" W	16.39'		
C10	16.00'	92°23'27"	25.80'	S 46°18'16" W	23.09'		
C11	16.00'	87*36'33"	24.47'	N 43°41'44" W	22.15'		
C12	975.00'	4*01'35"	68.52'	S 85°29'13" E	68.50'		
C13	975.00'	4*09'36"	70.79'	S 81°23'38" E	70.78'		
C14	975.00'	1*09'53"	19.82'	S 78*43'53" E	19.82'		
C15	16.00'	76*55'33"	21.48'	S 39°41'11" E	19.90'		
· · ·							

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC DIST.	CHORD BEARING	CHORD DIST
C16	16.00'	93°04'27"	25.99'	N 45"8'49" E	23.23'
C17	525.00'	6 <b>°</b> 55'02"	63.38'	S 88°23'32" W	63.35'
C18	525.00'	0'38'21"	5.86'	S 84°36'50" W	5.86'
C19	725.00'	3*52'14"	48.98'	N 86"3'46" E	48.97'
C20	725.00'	410'07"	52.75'	S 89°45'04" E	52.74'
C21	16.00'	90°00'00"	25.13'	S 42°40'00" E	22.63'
C22	16.00'	90°00'00"	25.13'	S 47°20'00" W	22.63'
C23	775.00'	3°53'57"	52.74'	S 89*36'59" E	52.73'
C24	775.00'	4*08'23"	56.00'	N 86°21'51" E	55.98'
C25	475.00'	7*33'24"	62.65'	S 88°04'21" W	62.60'
C26	16.00'	86°55'33"	24.27'	N 44°41'11" W	22.01'
C27	16.00'	103°04'27"	28.78'	S 50°18'49" W	25.06'
C28	1025.00'	1*41'10"	30.16'	S 78*59'32" E	30.16'
C29	1025.00'	3°57'10"	70.72'	S 81°48'42" E	70.70'
C30	1025.00'	3*42'43"	66.41'	S 85°38'39" E	66.40'

CURVE TABLE						
CURVE	RADIUS	DELTA	ARC DIST.	CHORD BEARING	CHORD DIST.	
C31	16.00'	9811'33"	27.42'	N 49"12'19" E	24.19'	
C32	15.00'	93*34'39"	24.50'	S 48°00'44" E	21.87'	
C33	1030.00	3*37'29"	65.16'	S 87°00'41" W	65.15'	
C34	470.00'	27*47'39"	228.00'	N 84°24'16" E	225.77	
C35	530.00'	9*28'40"	87.67	N 86°26'15" W	87.57'	
C36	1025.42	3*54'43"	70.01'	S 89°44'24" E	70.00'	
C37	16.00'	81*48'27"	22.84'	S 40°47'41" E	20.95'	
C38	48.22'	54 <b>°</b> 27'15"	45.83'	S 77°27'11" W	44.12'	
C41	332.00'	4'11'41"	24.31'	S 72°36'16" W	24.30'	
C42	332.00'	27*58'12"	162.07'	S 88°41'13" W	160.47'	
C43	15.00'	85*26'19"	22.37'	N 41°29'46" E	20.35'	
C44	970.00'	1*38'59"	27.93'	N 85°02'25" E	27.93'	
C45	970.00'	3 <b>°</b> 52'16"	65.54'	N 87°48'03" E	65.53'	
C46	15.00'	92*35'49"	24.24'	S 43°57'55" E	21.69'	
C47	15.00'	91°51'22"	24.05'	N 48°15'41" E	21.55'	

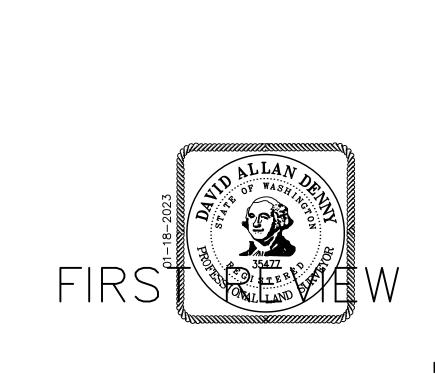
	LINE TABI	_E
LINE	BEARING	DISTANCE
L1	S 42°27'00" E	5.64'
L2	N 47'33'00" E	4.31'
L3	S 7412'31" E	48.81'
L4	S 78*51'39" E	26.66'
L5	S 78°51'39" E	28.79'
L6	S 81°40'34" E	42.18'
L7	S 84°02'40" E	70.37

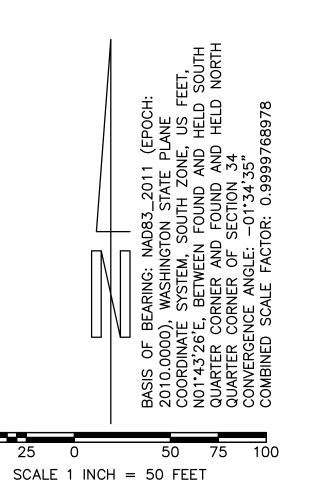
CURVE TABLE					
CURVE	RADIUS	DELTA	ARC DIST.	CHORD BEARING	CHORD DIST.
C48	1030.00'	1°16'43"	22.98'	S 86°27'00" E	22.98'
C49	1030.00'	3*20'32"	60.08'	S 88°45'37" E	60.07
C50	1030.00'	1°06'45"	20.00'	N 89°00'45" E	20.00'
C51	1030.00'	3*20'31"	60.08'	N 86°47'06" E	60.07'
C52	1030.00'	0*53'56"	16.16'	N 84°39'53" E	16.16'
C53	970.00'	0'00'24"	0.11'	S 84°13'07" W	0.11'
C54	970.00'	1"11'03"	20.05'	S 84°48'51" W	20.05'
C55	970.00'	3*25'03"	57.86'	S 87°06'54" W	57.85'
C56	470.00'	6*39'48"	54.66'	N 87*50'41" W	54.63'
C57	470.00'	2*48'52"	23.09'	N 83°06'21" W	23.08'
C58	530.00'	0°26'57"	4.16'	S 81°55'23" E	4.16'
C59	530.00'	6 <b>°</b> 37 <b>'</b> 52"	61.34'	S 85°27'48" E	61.30'
C60	530.00'	6*29'26"	60.04'	N 87°58'34" E	60.01'
C61	530.00'	7*32'08"	69.70'	N 80°57'47" E	69.65'
C62	530.00'	5*00'21"	46.31'	N 74°41'32" E	46.29'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC DIST.	CHORD BEARING	CHORD DIST.
C93	468.00'	4°13'07"	34.46'	N 72*36'59" E	34.45'
C94	48.22'	5 <b>4°</b> 27'15"	45.83'	S 77°27'11" W	44.12'
C95	468.00'	4"13'07"	34.46'	N 72*36'59" E	34.45'
C96	332.00'	4*05'56"	23.75'	S 72°33'24" W	23.75'
C97	332.00'	28.03,22	162 63'	C 99*79'20" W	161 01'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC DIST.	CHORD BEARING	CHORD DIST.
C63	16.00'	106 <b>°</b> 38'04"	29.78'	N 54°29'36" W	25.66'
C64	121.50'	17*06'02"	36.26'	S 09*43'35" E	36.13'
C65	16.00'	41°09'17"	11.49'	N 0248'02" E	11.25'
C66	54.00'	24*49'58"	23.40'	S 10°27'42" W	23.22'
C67	54.00'	72"13'42"	68.07'	S 38°04'08" E	63.65'
C68	54.00'	21°28'24"	20.24'	S 84°55'10" E	20.12'
C69	54.00'	61°20'01"	57.81'	N 53°40'37" E	55.08'
C70	54.00'	52*41'37"	49.66'	N 03°20'12" W	47.93'
C71	54.00'	51°37'19"	48.65'	N 55°29'40" W	47.02'
C72	16.00'	80°07'45"	22.38'	S 4114'27" E	20.60'
C73	16.00'	74*08'18"	20.70'	S 35°53'35" W	19.29'
C74	270.00'	24*57'19"	117.60'	S 85°26'23" W	116.67'
C75	30.00'	41°34'47"	21.77'	N 61°17'33" W	21.30'
C76	30.00'	43°05'34"	22.56'	N 18*57'23" W	22.04'
C77	170.00'	1*19'06"	3.91'	S 01°55'51" W	3.91'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC DIST.	CHORD BEARING	CHORD DIST.
C78	54.00'	6°08'20"	5.79'	S 49*41'01" W	5.78'
C79	300.00'	43*51'57"	229.68'	N 87'33'36" W	224.11
C80	500.00'	27*47'39"	242.55'	N 84°24'16" E	240.18'
C81	500.00'	9°28'40"	82.71'	N 86°26'15" W	82.61'
C82	1000.00'	4°36'30"	80.43'	S 86°31'11" W	80.41'
C83	1000.00'	7 <b>°</b> 55'50 <b>"</b>	138.41'	N 8810'50" E	138.30'
C84	1000.00'	2*02'37"	35.67'	S 86°49'57" E	35.66'
C85	500.00'	7*33'24"	65.94'	S 88°04'21" W	65.90'
C86	750.00'	8*02'21"	105.23'	N 8818'50" E	105.15
C87	1000.00'	9°21'04"	163.21'	S 82°49'29" E	163.02'
C88	167.31	17*28'50"	51.04'	N 78*45'36" W	50.85
C89	96.50'	45°36'52"	76.83'	S 23°59'01" E	74.81'
C90	51.00'	93°19'47"	83.07'	N 85*48'38" W	74.19'
C91	51.00'	121"17'31"	107.96'	S 85*48'38" E	88.90'
C92	463.13'	8*40'55"	70.18'	N 86°53'37" E	70.11





MINISTER-GLAESER
SURVEYING INC.
2200 E. EVERGREEN BLVD.
VANCOUVER, WA 98661
(360) 694-3313

MINISTER AND GLAESER SURVEYING, INC. MAKES NO WARRANTIES AS TO MATTERS OF UNWRITTEN TITLE SUCH AS ADVERSE POSSESSION, ACQUIESCENCE, ESTOPPLE, ETC.

A FIELD TRAVERSE WAS PERFORMED USING A FIVE SECOND TOTAL STATION. THE FIELD TRAVERSE MET THE MINIMUM STANDARDS FOR SURVEYS AS DESIGNATED IN WAC 332—130—090. ALL CORNERS NOTED AS FOUND WERE VISITED ON 5—18—20

JOB NO. 22-314

DATE: 01-18-23

CALC BY: DAD

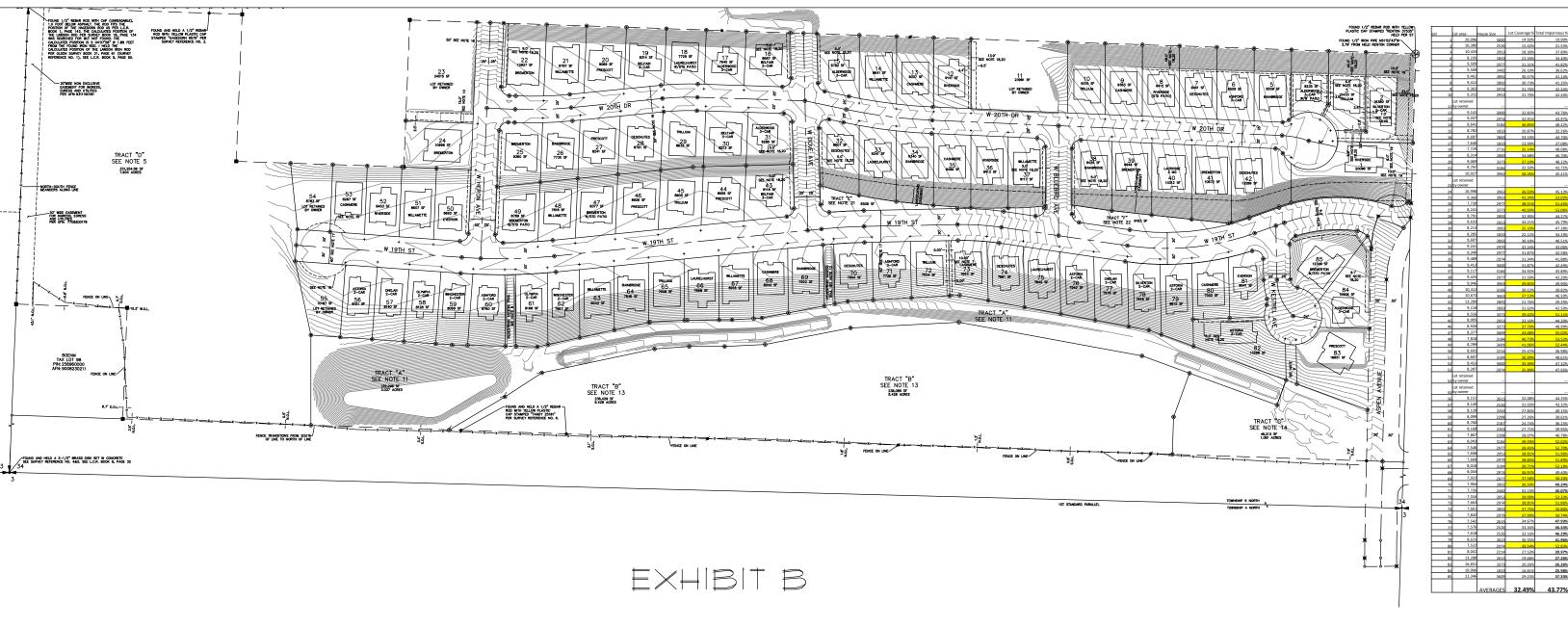
DRAWN BY: AAD

CHECKED BY: DAD

SER

CHECKED BY: DAD

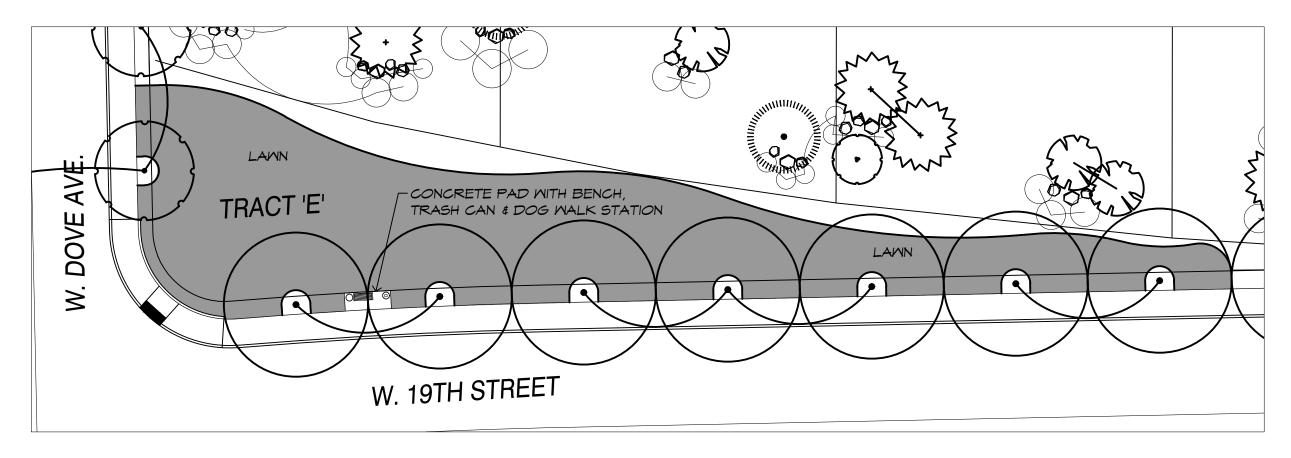
FILE: 22314FINAL

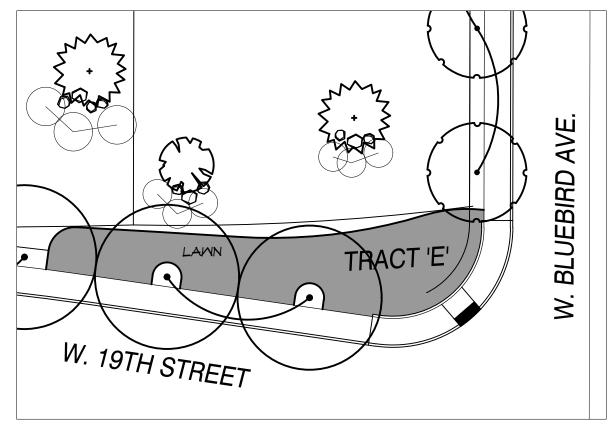


EXAMPLE HOUSE PLANS PLOTTED FOR "BEST USE" WITH LOT COVERAGE AVERAGING & TOTAL IMPERVIOUS SURFACE AVERAGING

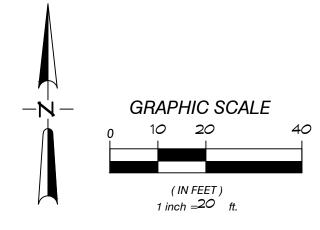
STEPHENS HILLSIDE FARM

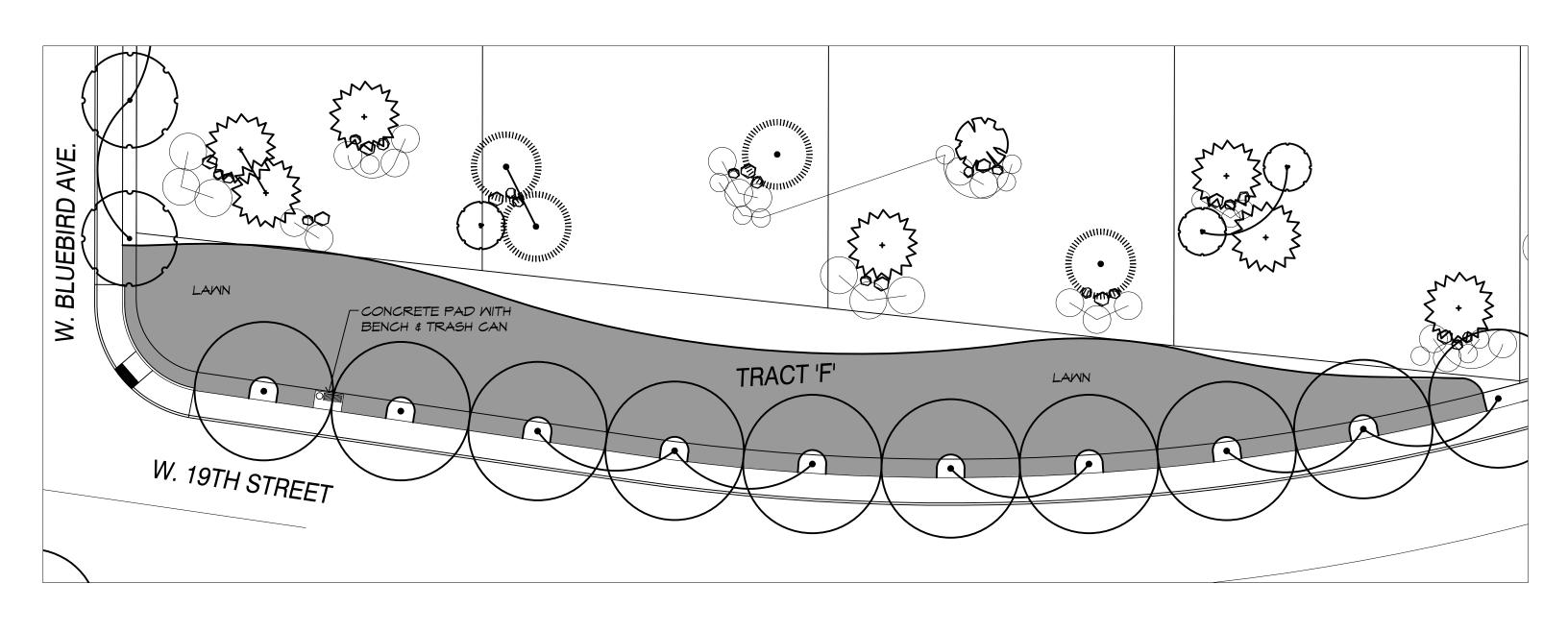
NOTE: THE HOUSE PLANS PLOTTED ARE FOR ILLUSTRATIVE PURPOSES ONLY AND DO NOT REFLECT ACTUAL HOUSE FOOTPRINTS.
THIS EXHIBIT IS NOT INTENDED TO BE BINDING FOR A SPECIFIC PLAN ON A SPECIFIC LOT, BUT TO GIVE AN OVERALL REPRESENTATION OF THE APPROACH
TO ALLOW FLEXIBILITY OF PLANS ON UP TO HALF OF THE LOTS TO EXCEED THE 35% LOT COVERAGE CODE AND 50% TOTAL IMPERVIOUS AREA CODE,
WHILE NOT EXCEEDING 35% LOT COVERAGE OR 50% TOTAL IMPERVIOUS AREA AS AN AVERAGE ON ALL THE LOTS WITHIN THE DEVELOPMENT.
APPLICANT MUST MEET ALL THEN-CURRENT STANDARDS FOR NEIGHBORHOOD UPON APPLICATION OF EACH BUILDING PERMIT.











## EXHIBIT C-2 STEPHENS HILLSIDE ESTATES - TRACT 'F'

