

CITY OF LA CENTER COUNCIL RESOLUTION NO. 16-404

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT PURSUANT TO RCW CHAPTER 39.34 WITH THE COWLITZ INDIAN TRIBE RELATED TO CERTAIN TRANSPORTATION IMPROVEMENTS AT LA CENTER'S INTERSTATE 5 INTERCHANGE

WHEREAS, RCW chapter 39.34, the Interlocal Cooperation Act, authorizes public agencies, such as municipal corporations and federally recognized Indian Tribes, to enter into cooperative agreements with each other; and

WHEREAS, the Cowlitz Indian Tribe desires to make certain transportation improvements to the Interstate 5 interchange at NW La Center Road, including the reconstruction of the I-5 overpass, relocation and reconstruction of the entrance and exit ramps and related relocations of surface streets, many of which are within the corporate limits of the City of La Center; and

WHEREAS, the Federal Highway Administration and the Washington State Department of Transportation have approved and executed an Interchange Justification Report for the interchange improvements; and

WHEREAS, the Cowlitz Tribe has provided complete engineered plans for the interchange and related transportation improvements it desires to construct at the I-5 Interchange and shall be responsible for the final design, engineering, permitting and construction of all transportation improvements it seeks to construct at the City's I-5 Interchange in conjunction with the development of the Tribe's casino on the west side of Interstate 5; and

WHEREAS, because the City owns and maintains jurisdiction and control over certain streets and rights-of-way on the east side of Interstate 5, it is appropriate for the City to enter into an intergovernmental agreement with the Cowlitz Tribe to describe how these improvements shall be completed; and

WHEREAS, pursuant to RCW chapter 39.34, the City Council considered a draft proposed intergovernmental agreement at its regular meeting on February 24, 2016, at which time the Council accepted public testimony on the substance and terms of the draft intergovernmental agreement.

Resolution No. 16-404 Page 1 of 2

NOW, THEREFORE, the City Council for the City of La Center, Washington Resolves as follows:

- Agreement Between the Cowlitz Indian Tribe and the City of La Center, attached hereto as Exhibit A and incorporated herein by this reference, is hereby approved and adopted. The Mayor is authorized to execute on behalf of the City duplicate original copies of the Intergovernmental Agreement in substantial conformance with the copy attached as Exhibit A.
- Section 2. Recordation. The City Clerk shall cause the fully executed Intergovernmental Agreement to be posted and filed in accordance with RCW 39.34.040.

PASSED, ADOPTED and EFFECTIVE this day of February, 2016 by a majority of the La Center City Council.

Greg Thornton, Mayor City of La Center

ATTEST:

Suzanne Levis, Finance Director/Clerk

APPROVED AS TO FORM:

Daniel Kearns, Attorney

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COWLITZ INDIAN TRIBE AND THE CITY OF LA CENTER

This Intergovernmental Agreement (Agreement) is entered into on this 3 day of MARCIA, 2016, pursuant to Revised Code of Washington Chapter 39.34, the Interlocal Cooperation Act, by and between the COWLITZ INDIAN TRIBE, a federally recognized Indian Tribe (Tribe), whose principal place of business is located at 1055 9th Avenue Suite B Longview, Washington 98632, and the CITY OF LA CENTER (City), a Washington municipality, with its principal place of business located at 214 East 4th Street, La Center, WA 98629. The Tribe and City shall be collectively referred to in this Agreement as the "Parties."

RECITALS

The Parties have entered into this Agreement in light of the following facts:

- A. The Cowlitz Indian Tribe is a federally recognized Indian Tribe organized under a written Constitution.
- B. The Cowlitz Indian Tribe is the beneficial owner of the Cowlitz Indian Reservation (Reservation), which comprises approximately 156 acres of land located in Clark County, Washington. Title to the Reservation is owned by the United States of America in trust for the Tribe.
- C. The Cowlitz Tribal Gaming Authority was established by the Tribe to own, finance, develop and operate a gaming facility (Casino) and resort (collectively referred to as the Facility) on a portion of the Reservation.
- D. The Tribe, the City, the Federal Highway Administration (FHWA), and the Washington State Department of Transportation (WSDOT) are collectively planning for construction of certain improvements to the Interstate 5 (I-5) Interchange at NW 319th Street/La Center Road, including but not limited to modifications to Paradise Park Road, 31st Avenue, and 319th Street (Improvements).
- E. The Improvements are needed to provide safe and efficient access to and from I-5 given the anticipated increase in traffic and corresponding need for safety improvements due to the planned Facility, as well as local and regional growth.
- F. FHWA and WSDOT have executed an Interchange Justification Report (IJR) for the Improvements. The City and WSDOT are lead agencies for purposes of compliance with the State Environmental Policy Act (SEPA), and FHWA is responsible for compliance with the National Environmental Policy Act (NEPA) in connection with issuance of the IJR. The City has issued a Determination of Significance and Adoption of Existing Environmental Documents

for those portions of the Improvements located within the City's municipal boundary. FHWA has approved the IJR.

- G. Certain of the Improvements are located within the municipal boundary of the City and have an impact on traffic generated from City residents and visitors.
- H. The Parties agree that it is in the best interests of the Parties to enter into this Agreement to create a contractual relationship requiring the Tribe to complete certain improvements, as authorized under the Interlocal Cooperation Act, RCW chapter 39.34.
- I. This Agreement is not a permit or land use approval authorizing construction of the Improvements or any portion thereof. All the Improvements shall be subject to permitting and approval by the relevant governmental agencies with jurisdiction.
- J. The Parties agree that it is in the best interests of the Parties that the Tribe agree to a limited waiver of its sovereign immunity to the extent necessary to enforce this Agreement.
- K. The Parties acknowledge and agree that they will work together to further define their relationship and to address ongoing and future issues in a Memorandum of Understanding to be agreed to by the Parties.
- L. Pursuant to the Tribe's Environmental Health and Safety Ordinance denominated Ordinance 07-02, The Parties agree to negotiate a separate agreement for law enforcement services pursuant to which the City, in collaboration with the Clark County Sheriff's Office, will provide law enforcement services to the Tribe's Facility. Such an agreement will include but will not be limited to scope of services, financial remuneration for services, and resources to be provided by the Tribe and the City to support such services.

AGREEMENT

In consideration of the above-recited facts, and the mutual promises contained herein, the Parties hereby agree as follows:

- 1. <u>Recitals</u>. The recitals set forth above are incorporated herein.
- 2. Property Owned or Subsequently Acquired by the Tribe East of I-5. The Tribe will not seek trust or reservation status for any land it acquires east of Interstate 5 that is 1) south of Paradise Park and 2) north of NW 299th Street. For any business enterprise owned or operated by the tribe on land east of Interstate 5 and within the corporate limits of the City, the Tribe will pay all applicable state and local taxes. The Tribe agrees to assist the City in developing a coordinated subarea plan for the La Center junction area under the Growth Management Act, to implement the City's Urban Area Comprehensive Plan and encourage compatible development.

- 3. <u>Payment to City for Extension of Sewer</u>. The Tribe shall pay the following costs for extension of sewer service from the City's wastewater treatment facility to the western edge of the City's municipal boundary:
 - A. All costs of design, permitting and construction of the sewer system extension as mutually agreed upon between the Tribe and the City in a separate intergovernmental agreement;
 - B. All costs of the City and or Tribe for the sewer system extension, including principal, interest payments and closing costs as well as the cost of interim financing if necessary; and
 - C. All payments due on the financing obtained by the City and or Tribe for the design and construction of the sewer system extension in such intervals and over such time period as the financing agreement(s) require.

The City, in consultation with the Tribe, shall implement either a latecomer fee program or system development charges for properties that connect to the extended sewer system. The Tribe will be reimbursed on a government to government basis up to the amount of its costs as described in subsections A, B and C above.

If within 120 days of execution of this Agreement the parties have not executed a mutually satisfactory financing agreement, the Tribe shall obtain financing for the design, permitting, construction and financing costs of the sewer system extension described in this section and shall pay all costs thereof.

- 4. <u>Cost of Sewer Litigation</u>. The Tribe shall reimburse the City for ½ of the verifiable cost of the City's legal and consulting fees in defending the City's authority to plan for and extend sewer service to the Cowlitz Reservation. This reimbursement shall be paid in four equal annual installments commencing on the first anniversary of the opening of the Casino. The Amount constituting ½ of this verifiable cost that is to be reimbursed is \$
- 5. <u>Arts and Education Fund Payments</u>. Nothing in this agreement shall preclude La Center from applying for and receiving funding from the Tribe's Arts and Education fund in accordance with the Tribe's Environment, Public Health and Safety (EPHS) Ordinance.
- 6. <u>Financing Plan for Sewer Extension</u>. Within 90 days after final execution of this Agreement, the Tribe shall provide financial assistance to the City for development of a detailed financing plan for the extension of City sewer service identified in Section 3. The City in consultation with the Tribe shall select a financing mechanism, including but not limited to establishment of a local improvement district or creation of an assessment reimbursement area under RCW 35.91.060.
- 7. <u>Improvements to be Undertaken by the Tribe</u>. The Tribe shall, at its sole expense, design, obtain all necessary permits for, and construct the Improvements consistent with recitals D, H and I above, in accordance with the provisions of the IJR and City-approved plans and standards and as more specifically set forth below and provided for herein:

- Paradise Park Road (North and South). The Improvements include a partial realignment of Paradise Park Road (Realignment). The Realignment is identified on Exhibit A to this Agreement. Legal descriptions of rights-of-way to be transferred for the Realignment are attached as Exhibits B1 through B5 to this Agreement. The Tribe shall at its sole cost and expense acquire right-of-way, obtain any and all governmental permits and approvals needed for the Realignment right-of-way, construct the Realignment, and then transfer to the City the portions of the Realignment right-of-way within City limits. The Tribe will design and construct the Realignment to meet the City's approved Engineering Standards for Construction. The Tribe shall design and construct all street segments and intersections to accommodate all intersection turning movements by all applicable design vehicles without use of opposing travel lanes. No existing City rights-of-way shall be altered in any way unless and until the Tribe has obtained all required final governmental approvals for the construction of the Realignment, and no further appeal, if any, is possible for such governmental approvals. Attached to this Agreement as Exhibit C is a map identifying the location of Exhibits B1-B5 within the Fudge, Landon, Burke, Carlson and 3B NW Properties. These Properties are identified as numbers 7, 8, 9, 10 and 13 on Exhibit C (the "Preferred Alignment"). To the extent that the Parties determine it necessary to use the alternative alignment along the northern boundary of the Minit Management Property identified on Exhibit C as number 11 and described in subsection 7(b) (the Alternative Alignment), the right-of-way transfer for the 3B NW Property will not occur, and the Tribe will prepare a new legal description for a right-ofway transfer for the Alternative Alignment, to be attached to this Agreement as Exhibit B6.
- b. Alternative Alignment for Paradise Park Road. If after 30 days Clark County either denies or fails to respond to the Tribe's Request to Construct the Preferred Alignment (number 13, 3B NW) as described above in subsection 7(a), the Tribe may proceed with design and seek City approvals for construction of the Alternative Alignment on the Minit Management Property depicted as Optional Roadway 11 on Exhibit C. In connection with such approvals, the City may require the owner(s) of the Minit Management Property to execute a Development Agreement in accordance with LCMC chapter 18.60. The Tribe shall be solely responsible for the cost of design, permitting and construction of the Alternative Alignment. All work shall be completed in compliance with applicable City standards and requirements. If the Parties deem it necessary, additional provisions relating to the Alternative Alignment may be addressed in an amendment to this Agreement or a separate agreement between the Parties.
- c. <u>Intersection</u>. The Realignment of Paradise Park Road will create a new intersection at the point where the Realignment intersects with NW La Center Road. This new intersection will be located approximately 450 feet (centerline-to-centerline) east of a northbound roundabout terminal to meet WSDOT guidelines for intersection spacing. The new intersection will initially operate as a two-way stop-control intersection. The Tribe shall at its sole expense design, acquire right-of-way for, obtain necessary permits and approvals for, and construct this intersection to applicable City standards. The existing access to the Minit Management Property from La Center Road will be limited to right in/right out through the placement of a raised median between Paradise Park Road and the northbound interchange terminal. Upon completion of construction, the Tribe shall dedicate to the City all right-of-way for this intersection.

- d. <u>Signalization</u>. The Tribe shall provide right-of-way as necessary to complete all work necessary for installation of the future signal at the intersection of NW La Center and Paradise Park Roads. The Tribe shall install the signal within 180 days after notice by the City that no later than July 1, 2019, or prior to that date if the intersection either operates at Level of Service (LOS) standard D or meets signal warrants as determined using the Manual on Uniform Traffic Control Devices (MUTCD). The City shall determine the LOS of the intersection using the most recently adopted Highway Capacity Manual (Transportation Research Board). The City shall have the sole authority to determine the timing of signal installation based upon LOS or signal warrants. The Tribe shall pay the full cost, up to an amount not to exceed \$500,000 plus inflation from the effective date of this Agreement, to design, permit, construct and install the signal at this intersection. The City and the Tribe shall collaborate on applying for state or federal funding that may be available to assist with the installation and construction of the signal. Upon completion and activation of this signal, the City shall close the access from the Minit Management Property to NW La Center Road.
- e. <u>Additional Easements or Rights-of-Way</u>. The Tribe shall be responsible for obtaining, conveying or otherwise paying all costs associated with additional easements necessary to construct the Improvements. The Parties agree to execute and record the following additional easements or rights-of-way:
 - i. <u>Exhibit D-1</u> describes an access easement to the City across land held in trust by the United States for the benefit of the Tribe to the remnants of the former NW 31st Avenue right-of-way. Exhibit D-2 is a portion of northwest 319 Street north of Cowlitz Way that in the future will not be needed by the City for right-of-way purposes. Exhibit D-3 is a portion of northwest 31st Avenue south of Cowlitz Way that in the future will not be needed by the City for right-of-way purposes These parcels are depicted on <u>Exhibit C</u> as ACCESS EASEMENT TO NW 31ST AVE (Exhibit D-1) and CITY R/W TO REMAIN (Exhibit D-2, D-3).
 - ii. <u>Exhibit E</u> describes an access easement to the City across the Burke/Deford Property to provide access to a stormwater pond. The legal descriptions of the easement and stormwater pond are attached to this Agreement as <u>Exhibits E-1 and E-2</u>. The stormwater pond and access easement are depicted located on <u>Exhibit C</u> as numbers 5 and 6 respectively.

The City shall cooperate with WSDOT to review and execute documents required to facilitate the construction of the Improvements.

f. Landscaping. As part of the improvements, the Tribe shall install, irrigate and maintain in perpetuity all landscaping installed as part of the Improvements in an area from and including the easternmost La Center Road and Paradise Park Road Intersection through the I-5 La Center Road Southbound Ramp Terminal roundabout to and including the entrance to the Reservation. This area is described on Exhibit F attached to this Agreement (Landscape Area). The landscape plan itself is attached as Exhibit G to this Agreement. Notwithstanding the

foregoing agreement by the Tribe to maintain the Landscape Area in perpetuity, the City in its sole discretion may elect to perform maintenance of those portions of the Landscape Area within City limits. The Tribe shall reimburse the City on an annual basis for the cost of such maintenance performed by the City.

- g. <u>Lighting</u>. As part of the Improvements, the Tribe shall install and maintain in perpetuity lighting in the Landscape Areas, subject to City review and determination of consistency with applicable requirements. The La Center Entry signs and Lighting Plan for this area is attached as <u>Exhibit H</u> to this Agreement.
- h. Pavement. The Tribe shall install and maintain in perpetuity pavement and striping from a point just east of the new intersection of realigned Paradise Park Road westerly to the entrance of the Reservation. The Tribe shall maintain the I-5/La Center Road Southbound Ramp terminal roundabout that is constructed as part of the Improvements to and including the entrance to the Tribe's Facility. All such work is subject to City review and determination of consistency with applicable requirements. Prior to hiring a contractor to complete road maintenance, the Tribe shall consult with the City regarding selection of a contractor. Notwithstanding the Tribe's agreement to maintain in perpetuity the pavement described herein, the City in its sole discretion may elect to perform maintenance of those portions of the pavement within City limits. The Tribe shall reimburse the City on an annual basis for the cost of such maintenance performed by the City.
- i. <u>Reimbursement for Cost of City Review and Inspections</u>. The Tribe shall reimburse the City for the cost of planning and engineering plan review and construction inspections required for the Improvements.
- j. <u>Performance and Maintenance</u>. The Tribe shall perform construction to all applicable City design standards and shall provide a financial guarantee in a form acceptable to the City for maintenance of all construction for a period of two years from final acceptance of all public improvements provided for herein, e.g., a maintenance bond. The City shall provide written notification to the Tribe of final acceptance by the City.
- k. Sewer and Water Lines. The Tribe shall install sewer and water lines in all newly relocated NW La Center and NW Paradise Park Roadways, consistent with City standards, and provide a dry sewer and water stub to the Minit Management and Landon Properties in connection with constructing the Improvements. The location and dimensions of these water lines and sewer stubs are identified on Exhibit I to this Agreement. The Tribe shall also design and install a dry sewer line in the La Center Road from a point just east of the new intersection of realigned NW Paradise Park Road and NW La Center Road, west across Interstate 5 for purposes of future sewer service to land within the La Center urban service area, consistent with the Washington Growth Management Act. This sanitary sewer line shall be of sufficient size, capacity and location to provide sanitary sewer service by the City, consistent with the Growth Management Act, to development on the west side of Interstate 5 that may occur during a 20-year planning period, including the Reservation in the event that the Parties agree to such sewer service in the future. The location and dimensions of this dry sewer line and sewer stub are identified on Exhibit I to this Agreement.

- l. <u>Underground All Electric Utility Lines</u>. In conjunction with the relocation and newly constructed portions of NW La Center and NW Paradise Park Roads, as described in in this Agreement, the Tribe shall place underground at its sole expense all new and relocate all existing utilities, including electrical distribution but not transmission lines, which shall be placed, under or adjacent to the newly constructed roadways.
- 8. <u>Enforcement of Agreement</u>. To enforce the provisions of this Agreement, either Party may bring an action in the Superior Court for Clark County or Cowlitz County, Washington after providing a 30-day written notice and opportunity to cure any alleged breach of this Agreement. The Parties expressly waive any exhaustion of administrative remedies for purposes of bringing an action under this Agreement. Such enforcement action is subject to the limited waiver of sovereign immunity in Section 10 of this Agreement. In the event of any such enforcement action, the losing party shall pay the prevailing party's reasonable costs of the enforcement action, including reasonable attorney and expert witness fees.
- 9. No Third Party Beneficiaries. There shall be no third-party beneficiaries to this Agreement. The rights and obligations set forth in this agreement extend only to the Parties, and no other person, agency, or entity shall derive any rights or bear any obligations as a result of this Agreement, including the right to enforce any provision hereof.
- 10. <u>Limited Waiver of Sovereign Immunity</u>. The Tribe hereby waives its sovereign immunity for itself and any instrumentality of the Tribe and consents to suit against it by the City for the limited purpose of enforcing the obligations of the Tribe as set forth in this Agreement. This Limited Waiver of Sovereign Immunity is only for the benefit of the Parties to this Agreement, and shall not be construed as extending to any other individuals, governmental entities or third parties. By this Limited Waiver of Sovereign Immunity, the Tribe expressly consents to the subject matter and personal jurisdiction of the Superior Court of the State of Washington for Clark County or Cowlitz County for purposes of enforcing the terms of this Agreement.
- 11. <u>Liability Insurance</u>. During the term of this Agreement, the Tribe and the City shall each maintain and keep in effect a policy of liability insurance for injuries to persons and property in an amount of no less than One Million Dollars (\$1,000,000) per occurrence. Written proof of such insurance shall be provided by each Party to the other Party once each calendar year. Notwithstanding any other provisions in this Agreement to the contrary, nothing in this Agreement shall require either party to waive its immunity from suit or sovereignty except to enforce this Agreement pursuant to Section 1010.
- 12. Notices. Any notices, requests, demands, or other communications required or permitted hereunder shall be sufficient if made in writing as set out in Section 1717, and (a) delivered personally; or (b) sent by certified mail, postage prepaid, return receipt requested and addressed to the appropriate party at its address set forth in Section 1717, or such other addresses as a party may specify to the other in a notice given pursuant to this Section; or (c) by facsimile transmission to the facsimile number in Section 1717, with an original to follow by First Class mail, or by e-mail to the address stated in Section 1717. Notice shall not be

considered effective until received by the party to whom such notice was sent pursuant to this Agreement.

- 13. <u>Construction</u>. To the extent state law applies, this Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The descriptive headings of the sections of this Agreement are for convenience only and are not to be used in the construction of the contents of this Agreement. This Agreement may be executed in multiple counterparts, each of which will be an original instrument, but all of which will constitute one agreement.
- 14. <u>Term.</u> This Agreement shall become effective on the date set forth above and shall remain in full force and effect in perpetuity unless terminated by a written document executed by the duly authorized representatives of the Tribe and the City, with the prior approval of the Tribal Council and the City Council respectively.
- 15. <u>Amendment or Modification</u>. This Agreement may be amended or modified only in a further written document executed by the duly authorized representatives of the Tribe and the City, with the prior approval of the Tribal Council and City Council respectively.
- 16. Defense of this Agreement/Appeal of Related Governmental Actions. In the event that this Agreement is challenged or appealed in any forum by an entity or person not a party to this Agreement, the Tribe shall defend it. The City shall notify the Tribe within five business days of the City's receipt of notice of any such appeal. The City shall be under no obligation to defend this Agreement or any City permits or approvals relating to this Agreement, but in its sole discretion, the City may participate in any such challenge or appeal. In the event that a governmental entity other than the City denies or refuses any permit, approval or governmental action contemplated by this Agreement, the Tribe shall appeal that denial and shall be responsible for seeking final approval. The Tribe's failure to successfully defend this Agreement shall relieve the Parties from any further obligations under this Agreement. The Tribe's failure to obtain final approval of or successfully defend any permit or other necessary governmental action shall relieve the Parties from further obligations under this Agreement related to such permit or other necessary governmental action.
- 17. <u>Notice</u>. Unless notified in writing otherwise, the Parties shall use the following addresses, phone numbers, facsimile numbers and e-mail addresses to provide notification under this Agreement:

Tribe:

Cowlitz Indian Tribe 1055 9th Avenue Suite B Longview, Washington 98632 Attn: Chairman

AND

Cowlitz Tribal Gaming Authority c/o Salishan-Mohegan, LLC, Developer ATTN: Peter Schultz, Designated Representative 1 Mohegan Sun Blvd. Uncasville, CT 06382

With a copy to:

Stephen W. Horenstein Horenstein Law Group PLLC 500 Broadway St., Suite 120 Vancouver, WA 98660

Telephone Number: (360) 696-4100 Facsimile Number: (360) 696-5859 E-mail: Steve@Horensteinlawgroup.com

City:

City of La Center ATTN: Mayor 214 East 4th Street La Center, WA 98629

With a copy to:

Daniel Kearns 621 SW Morrison Street Suite 1225 Portland, OR 97205

Telephone Number: (503) 225-1127 Facsimile Number: (503) 225-0276 E-mail: dan@reevekearns.com

18. <u>Authorization</u>. The Tribe warrants that William Iyall, Chairman of the Cowlitz Tribal Council, has been authorized by an appropriate resolution to execute this Agreement on behalf of the Tribe. The City warrants that Greg Thornton, Mayor of the City of La Center, has been authorized by appropriate action of the La Center City Council to execute this Agreement on behalf of the City.

Executed and delivered as of the date first written above.

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CITY OF LA CENTER

By:

Chairman

By:

Mayor

ATTESTED:

to LC City Clelk

APPROVED AS TO FORM:

Philip HARSO

ATTESTED:

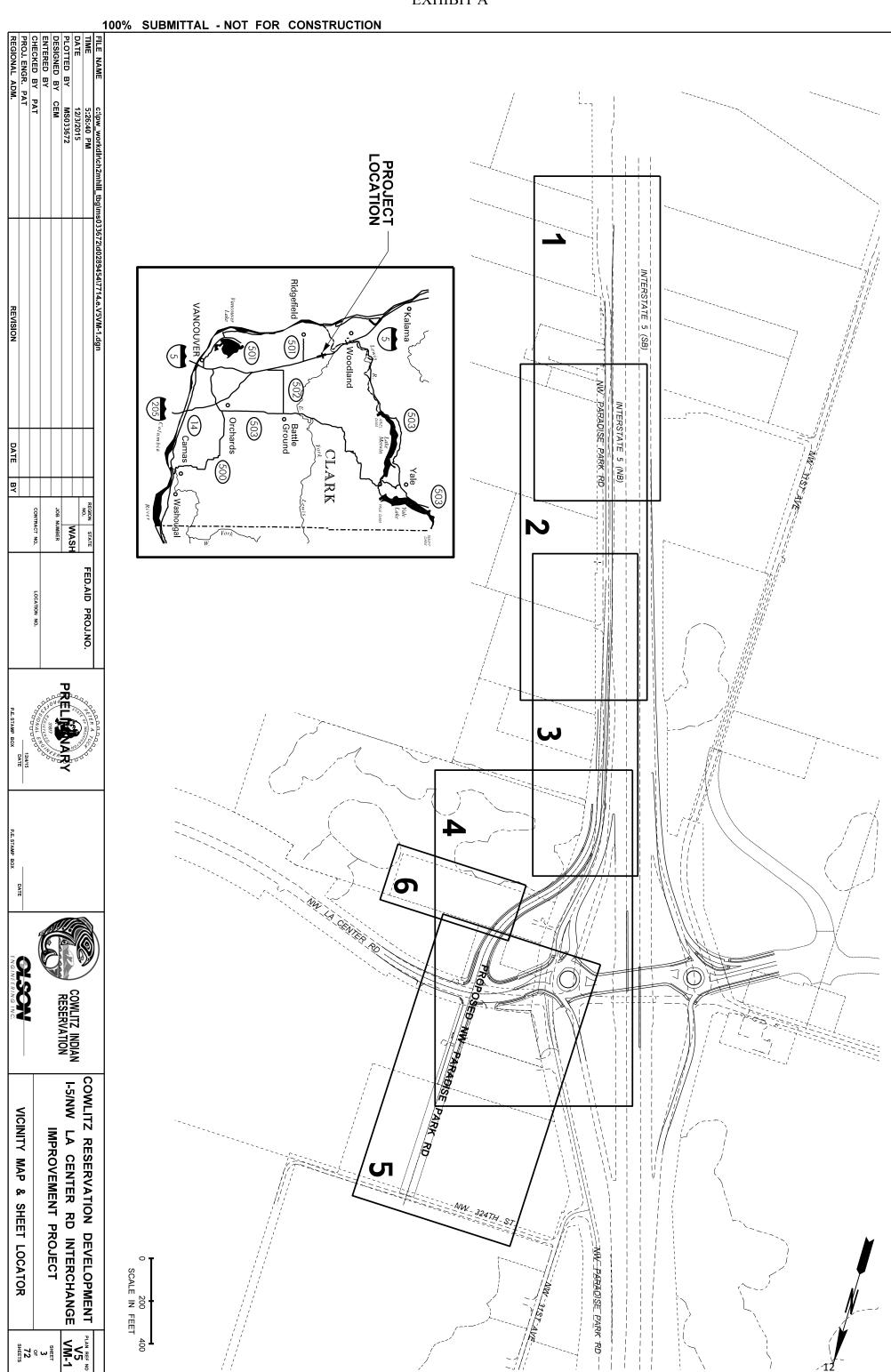
Its:

APPROVED AS TO FORM:

City Attorney

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LAND SURVEYORS ENGINEERS

(360) 695-1385 222 E. Evergreen Blvd. Vancouver, WA 98660

LEGAL DESCRIPTION FOR PROPOSED RIGHT-OF-WAY PORTION OF ASSESSOR'S SERIAL NO. 211215-000

January 8, 2016

A parcel of land, lying in a portion of the Northwest quarter of the Northwest quarter of Section 9, Township 4 North, Range 1 East of the Willamette Meridian, Clark County, Washington, being a portion of that property conveyed to Carlson Investments, LLC, recorded under Auditor's File No. 3765519, recorded December 11, 2003, records of said county described as follows:

COMMENCING at the Northwest corner of the Northwest quarter of said Section 9;

THENCE South 88° 30' 19" East, along the North line of said Northwest quarter, a distance of 504.97 feet to a point on the East line of NW Paradise Park Road, said line being Relinquished to Clark County as shown on Washington State Highway Commission Department of Highways, right of way plan "Ridgefield Jct. to Woodland", sheet 5 of 12, dated August 10, 1965;

THENCE continuing South 88° 30' 19" East, along said North line of said Northwest quarter, a distance of 104.19 feet;

THENCE leaving the North line of said Northwest quarter, South 01° 29' 41" West, a distance of 204.58 feet to a point on the North line of said Carlson Investments, LLC parcel and the TRUE POINT OF BEGINNING;

THENCE leaving said North line, South 44° 34' 41" West, a distance of 60.35 feet to a point on a 425.00 foot radius curve to the left;

THENCE along said 425.00 foot radius curve to the left (the long chord of which bears South 35° 16' 52" West, a distance of 137.32 feet), an arc distance of 137.92 feet to the East line of said NW Paradise Park Road;

THENCE North 03° 36' 31" East, along said East line, a distance of 158.31 feet, more or less, to the Northwest corner of said Carlson Investments, LLC parcel;

THENCE South 88° 30' 19" East, along the North line of said Carlson Investments, LLC parcel, a distance of 111.74 feet, more or less, to the TRUE POINT OF BEGINNING.

Containing 7,657 square feet, or 0.17 acres, more or less.



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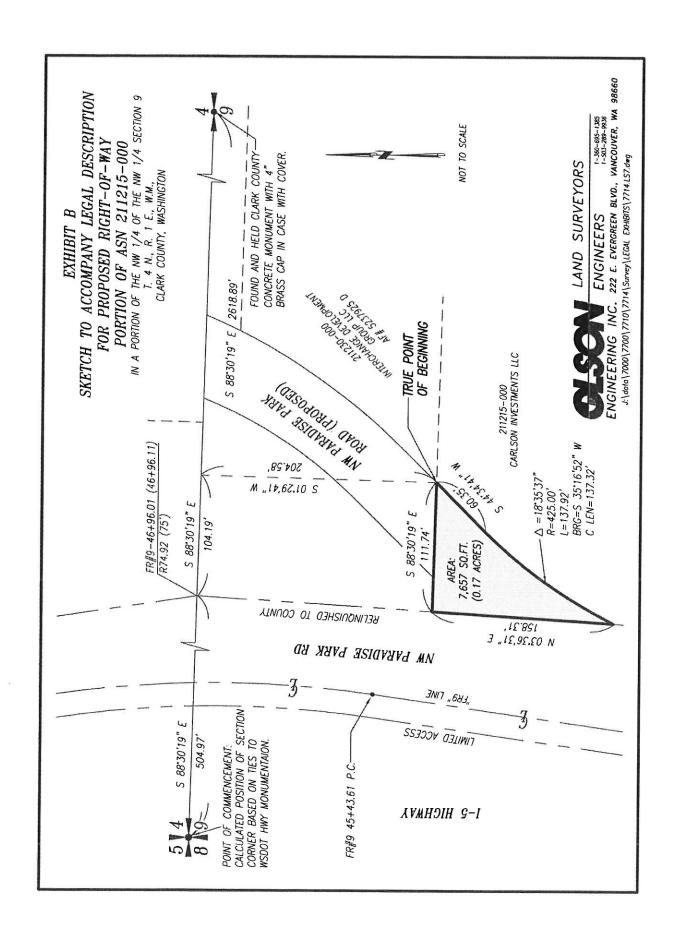


EXHIBIT B2



LAND SURVEYORS
ENGINEERS
(360) 695-1385
222 E. Evergreen Blvd.
Vancouver, WA
98660

LEGAL DESCRIPTION FOR PROPOSED RIGHT-OF-WAY PORTION OF ASSESSOR'S SERIAL NO. 211230-000

January 8, 2016

A parcel of land, lying in a portion of the Northwest quarter of the Northwest quarter of Section 9, Township 4 North, Range 1 East of the Willamette Meridian, Clark County, Washington, being a portion of that property conveyed to Interchange Development Group, LLC, recorded under Auditor's File No. 5237925 D, recorded December 4, 2015, records of said county described as follows:

COMMENCING at the Northwest corner of the Northwest quarter of said Section 9;

THENCE South 88° 30' 19" East, along the North line of said Northwest quarter, a distance of 504.97 feet to a point on the East line of NW Paradise Park Road, Relinquished to Clark County as shown on Washington State Highway Commission Department of Highways, right of way plan "Ridgefield Jct. to Woodland", sheet 5 of 12, dated August 10, 1965;

THENCE continuing South 88° 30' 19" East, along said North line of said Northwest quarter, a distance of 242.70 feet to a point on a non-tangent 485.00 foot radius curve to the right and the TRUE POINT OF BEGINNING;

THENCE along said 485.00 foot radius curve to the right (the long chord of which bears South 28° 44' 48" West, a distance of 110.72 feet), an arc distance of 110.96 feet;

THENCE South 35° 18' 02" West, a distance of 12.56 feet to a point on a 485.00 foot radius curve to the right;

THENCE along said 485.00 foot radius curve to the right (the long chord of which bears South 39° 56' 22" West, a distance of 78.45 feet), an arc distance of 78.53 feet;

THENCE South 44° 34' 41" West, a distance of 46.93 feet to a point on the South line of said Interchange Development Group, LLC parcel;

THENCE North 88° 30' 19" West, along said South line, a distance of 82.15 feet;

THENCE leaving said South line, North 44° 34' 41" East, a distance of 98.78 feet to a point on a 390.00 foot radius curve to the left;

THENCE along said 390.00 foot radius curve to the left (the long chord of which bears North 33° 04' 53" East, a distance of 155.46 feet), an arc distance of 156.51 feet to a point on the North line

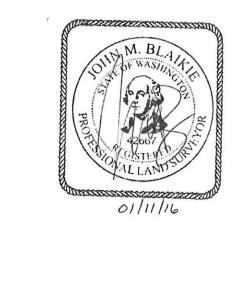
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of said Northwest quarter, said point bears North 88° 30' 19" West, from the TRUE POINT OF BEGINNING;

THENCE South 88° 30' 19" East, along said North line, a distance of 71.76 feet to the TRUE POINT OF BEGINNING.

Containing 15,585 square feet, or 0.358 acres, more or less.



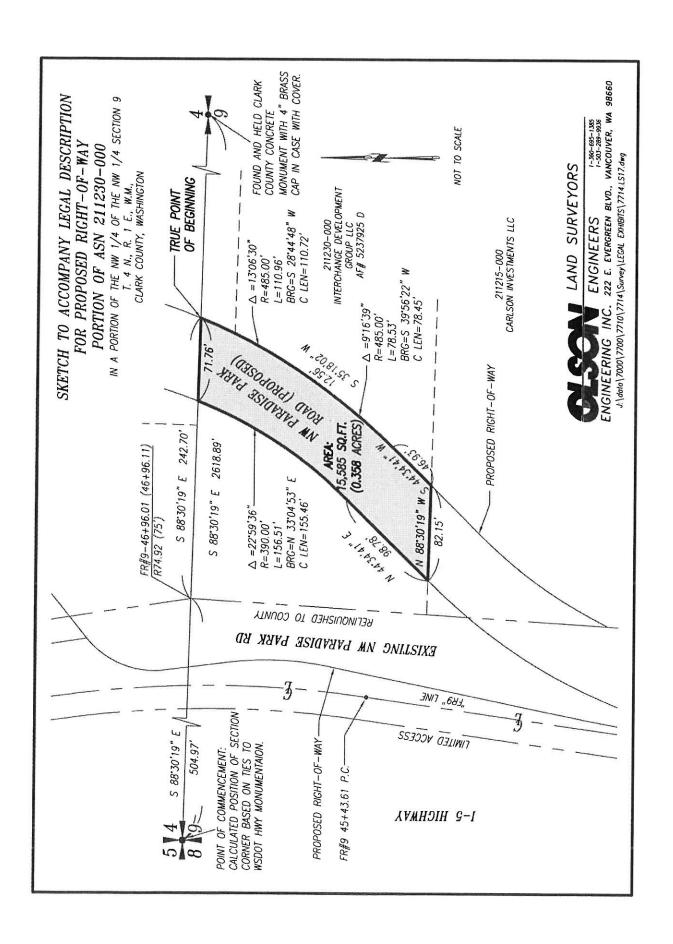


EXHIBIT B3



LAND SURVEYORS
ENGINEERS
(360) 695-1385
222 E. Evergreen Blvd.
Vancouver, WA
98660

LEGAL DESCRIPTION FOR PROPOSED RIGHT-OF-WAY PORTION OF ASSESSOR'S SERIAL NO. 209703-000 AND 209704-000

September 15, 2015

A parcel of land, lying in a portion of the Southwest quarter of the Southwest quarter of Section 4, Township 4 North, Range 1 East of the Willamette Meridian, Clark County, Washington, being a portion of that property conveyed to Howard and Gloria Landon, recorded under Auditor's File No. 8809010018, recorded September 1, 1988 and Auditor's File No. 9012310266, recorded December 31, 1990, records of said county described as follows:

COMMENCING at the Southwest corner of the Southwest quarter of said Section 4;

THENCE South 88° 30' 19" East, along the South line of said Southwest quarter, a distance of 504.97 feet to a point on the East line of NW Paradise Park Road, Relinquished to Clark County as shown on Washington State Highway Commission Department of Highways, right of way plan "Ridgefield Jct. to Woodland", sheet 5 of 12, dated August 10, 1965;

THENCE continuing South 88° 30' 19" East, along said South line of said Southwest quarter, a distance of 242.70 feet to a point on a non-tangent 485.00 foot radius curve to the left and the TRUE POINT OF BEGINNING;

THENCE leaving said South line, and along said 485.00 foot radius curve to the left (the long chord of which bears North 15° 50' 37" East, a distance of 107.26 feet), an arc distance of 107.48 feet;

THENCE North 09° 29' 41" East, a distance of 41.05 feet;

THENCE North 01° 29' 41" East, a distance of 106.21 feet to a point on a 15.00 foot radius curve to the right;

THENCE along said 15.00 foot radius curve to the right (the long chord of which bears North 45° 40' 38" East, a distance of 20.91 feet), an arc distance of 23.13 feet;

THENCE North 89° 51' 36" East, a distance of 10.43 feet to a point on the South right of way of NW La Center Road, said point being 60.00 feet from, when measured perpendicular to, the centerline of said Road;

THENCE North 01° 29' 41" East, along said right of way, a distance of 10.00 feet to a point 50.00 feet from, when measured perpendicular to, the centerline of said Road, said point being on a non-tangent 1095.92 foot radius curve to the left;

THENCE along said 1095.92 foot radius curve to the left (the long chord of which bears South 81° 43' 27" West, a distance of 310.75 feet), an arc distance of 311.80 feet;

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THENCE South 73° 34' 24" West, a distance of 33.18 feet to a point on the East line of said NW Paradise Park Road;

THENCE South 08° 33' 57" East, along said East line, a distance of 110.04 feet;

THENCE leaving said East line, North 50° 54' 00" East, a distance of 92.90 feet;

THENCE North 08° 39' 00" East, a distance of 12.50 feet;

THENCE North 56° 25' 00" East, a distance of 71.33 feet to a point on a 51.00 foot radius curve to the right;

THENCE along said 51.00 foot radius curve to the right (the long chord of which bears South 63° 35' 10" East, a distance of 88.33 feet), an arc distance of 106.81 feet;

THENCE South 03° 35' 20" East, a distance of 12.94 feet to a point on a 390.00 foot radius curve to the right;

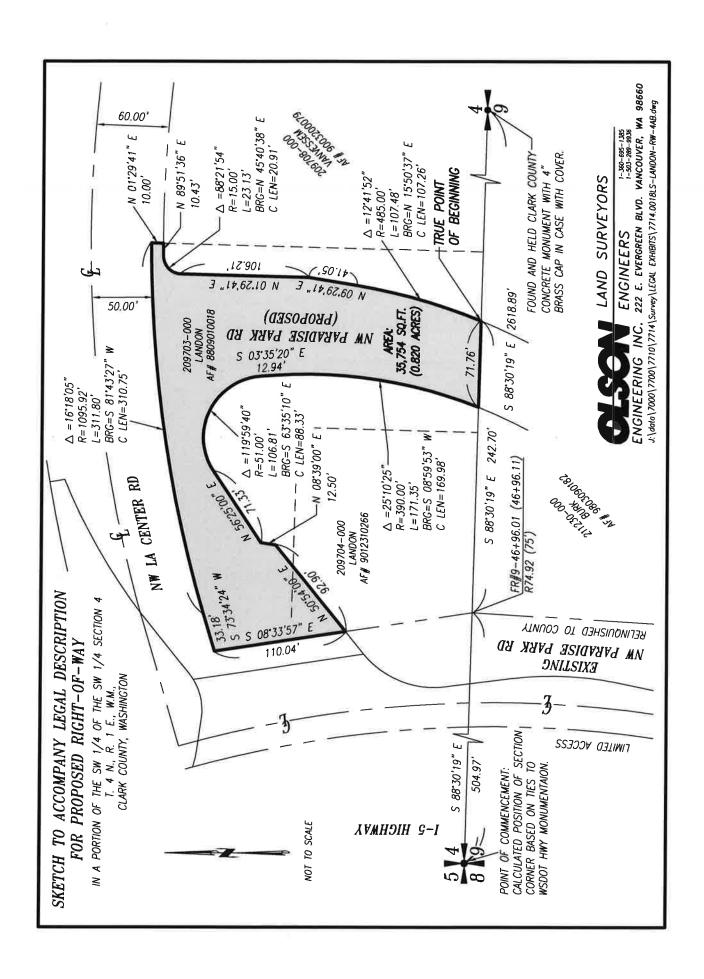
THENCE along said 390.00 foot radius curve to the right (the long chord of which bears South 08° 59' 53" West, a distance of 169.98 feet), an arc distance of 171.35 feet to a point on the South line of said Southwest quarter, said point bears North 88° 30' 19" West, from the TRUE POINT OF BEGINNING;

THENCE South 88° 30' 19" East, along said South line, a distance of 71.76 feet to the TRUE POINT OF BEGINNING.

Containing 35,754 square feet, or 0.820 acres, more or less.



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LEGAL DESCRIPTION FOR PROPOSED RIGHT-OF-WAY PORTION OF ASSESSOR'S PARCEL NO. 209705-000

September 11, 2015

A parcel of land, lying in a portion of the Southwest quarter of the Southwest quarter of Section 4, Township 4 North, Range 1 East of the Willamette Meridian, Clark County, Washington, being a portion of that property conveyed to Linda Sporleder, Melody Cowan and Joseph Griffith, recorded under Auditor's File No. 9305070247, recorded May 7, 1993, records of said county that is within a strip of land, 70.00 feet wide, being 35.00 feet on each side of the following described centerline:

COMMENCING at the Southwest corner of the Southwest quarter of said Section 4;

THENCE South 88° 30' 19" East, along the South line of said Southwest quarter, a distance of 504.97 feet to a point on the East line of NW Paradise Park Road, Relinquished to Clark County as shown on Washington State Highway Commission Department of Highways, right of way plan "Ridgefield Jct. to Woodland", sheet 5 of 12, dated August 10, 1965;

THENCE continuing South 88° 30' 19" East, along said South line of said Southwest quarter, a distance of 300.00 feet to the Southeast corner of that parcel of property conveyed to Howard and Gloria Landon, recorded under Auditor's File No. 8809010018, records of the Clark County Auditor;

THENCE North 01° 29' 41" East, along the East line of said "Landon" parcel, a distance of 276.08 feet to the South right-of-way line of NW La Center Road, said point being 50.00 feet from, when measured perpendicular to, the centerline of said road;

THENCE continuing North 01° 29' 41" East, a distance of 98.92 feet;

THENCE North 88° 30' 19" West, a distance of 65.00 feet to a point 35.00 feet Easterly of, when measured perpendicular to, the East line of that parcel of land conveyed to Minit Management, L.L.C., recorded under Auditor's File No. 4239509 D, records of said county and the TRUE POINT OF BEGINNING of said centerline;

THENCE North 01° 29' 41" East, parallel with and 35.00 feet Easterly of said East line and the Northerly projection thereof, a distance of 939.82 feet, more or less to the North

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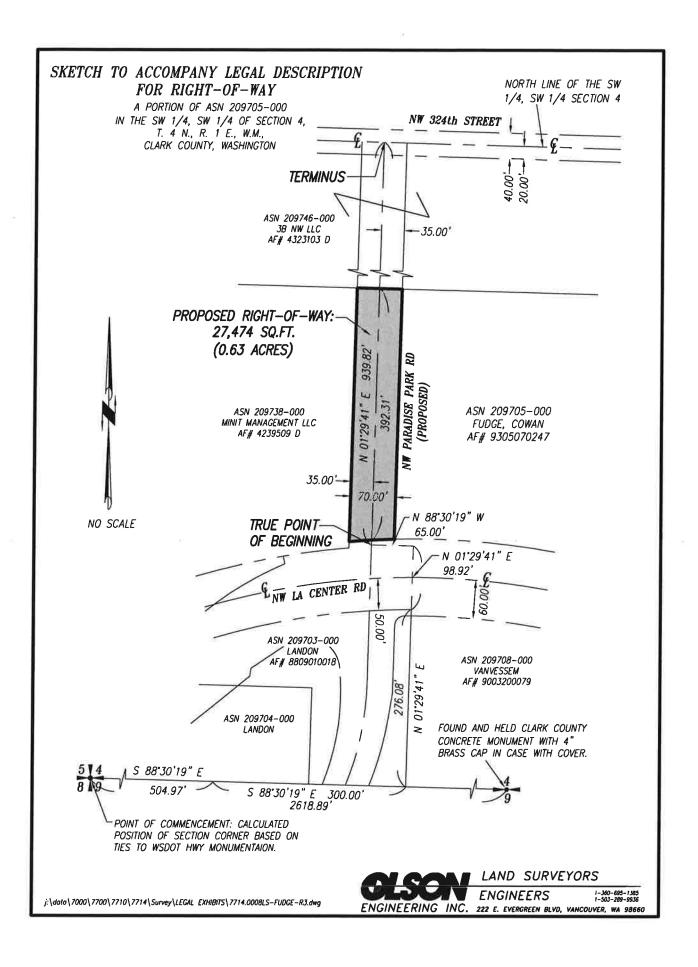


line of the Southwest quarter of the Southwest quarter of said Section 4 and the TERMINUS of said centerline.

The intent of this description is to provide a uniform strip of land, 70.00 feet wide, the sidelines of which shall be lengthened or shortened as necessary to provide a uniform strip of land.

Containing 27,474 square feet or 0.63 acres, more or less.







LEGAL DESCRIPTION FOR PROPOSED RIGHT-OF-WAY PORTION OF ASSESSOR'S PARCEL NO. 209746-000

January 8, 2016

A parcel of land, lying in a portion of the Southwest quarter of the Southwest quarter of Section 4, Township 4 North, Range 1 East of the Willamette Meridian, Clark County, Washington, being a portion of that property conveyed to 3B NW, LLC, recorded under Auditor's File No. 4323103 D, recorded May 14, 2007, records of said county that is within a strip of land, 70.00 feet wide, being 35.00 feet on each side of the following described centerline:

COMMENCING at the Southwest corner of the Southwest quarter of said Section 4;

THENCE South 88° 30' 19" East, along the South line of said Southwest quarter, a distance of 504.97 feet to a point on the East line of NW Paradise Park Road, Relinquished to Clark County as shown on Washington State Highway Commission Department of Highways, right of way plan "Ridgefield Jct. to Woodland", sheet 5 of 12, dated August 10, 1965;

THENCE continuing South 88° 30' 19" East, along said South line of said Southwest quarter, a distance of 300.00 feet to the Southeast corner of that parcel of property conveyed to Interchange Development Group, LLC, recorded under Auditor's File No. 5234564 D, records of the Clark County Auditor;

THENCE North 01° 29' 41" East, along the East line of said Interchange Development Group, LLC parcel, a distance of 276.08 feet to the South right-of-way line of NW La Center Road, said point being 50.00 feet from, when measured perpendicular to, the centerline of said road;

THENCE continuing North 01° 29' 41" East, a distance of 98.92 feet;

THENCE North 88° 30' 19" West, a distance of 65.00 feet to a point 35.00 feet Easterly of, when measured perpendicular to, the East line of that parcel of land conveyed to Minit Management, L.L.C., recorded under Auditor's File No. 4239509 D, records of said county and the TRUE POINT OF BEGINNING of said centerline;

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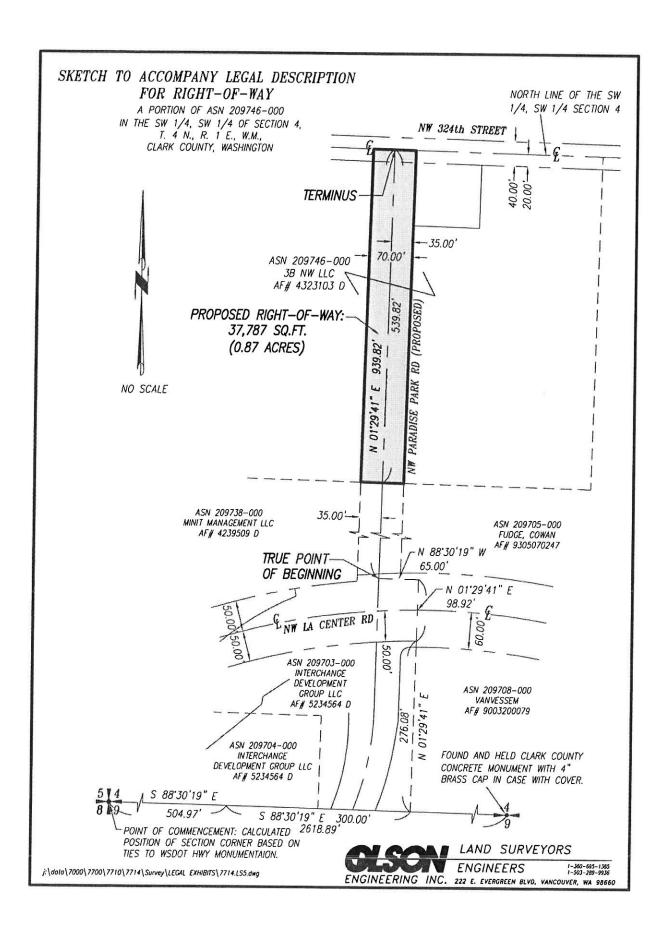


THENCE North 01° 29' 41" East, parallel with and 35.00 feet Easterly of said East line and the Northerly projection thereof, a distance of 939.82 feet, more or less to the North line of the Southwest quarter of the Southwest quarter of said Section 4 and the TERMINUS of said centerline.

The intent of this description is to provide a uniform strip of land, 70.00 feet wide, the sidelines of which shall be lengthened or shortened as necessary to provide a uniform strip of land.

Containing 37,787 square feet or 0.87 acres, more or less.







LEGAL DESCRIPTION FOR PROPOSED STORM FACILITY PORTION OF ASSESSOR'S PARCEL NO. 209746-000

January 8, 2016

A parcel of land, lying in a portion of the Southwest quarter of the Southwest quarter of Section 4, Township 4 North, Range 1 East of the Willamette Meridian, Clark County, Washington, being a portion of that property conveyed to 3B NW, LLC, recorded under Auditor's File No. 4323103 D, recorded May 14, 2007, records of said county, described as follows:

COMMENCING at the Southwest corner of the Southwest quarter of said Section 4;

THENCE South 88° 30' 19" East, along the South line of said Southwest quarter, a distance of 504.97 feet to a point on the East line of NW Paradise Park Road, Relinquished to Clark County as shown on Washington State Highway Commission Department of Highways, right of way plan "Ridgefield Jct. to Woodland", sheet 5 of 12, dated August 10, 1965;

THENCE continuing South 88° 30' 19" East, along said South line of said Southwest quarter, a distance of 300.00 feet to the Southeast corner of that parcel of property conveyed to Interchange Development Group, LLC, recorded under Auditor's File No. 5234564 D, records of the Clark County Auditor;

THENCE North 01° 29' 41" East, along the East line of said Interchange Development Group, LLC parcel, a distance of 276.08 feet to the South right-of-way line of NW La Center Road, said point being 50.00 feet from, when measured perpendicular to, the centerline of said road;

THENCE continuing North 01° 29' 41" East, a distance of 98.92 feet:

THENCE North 88° 30' 19" West, a distance of 65.00 feet to a point 35.00 feet Easterly of, when measured perpendicular to, the East line of that parcel of land conveyed to Minit Management, L.L.C., recorded under Auditor's File No. 4239509 D, records of said county;

THENCE North 01° 29' 41" East, parallel with and 35.00 feet Easterly of said East line and the Northerly projection thereof, a distance of 817.74 feet;

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THENCE South 88° 30' 19" East, a distance of 35.00 feet to the TRUE POINT OF BEGINNING;

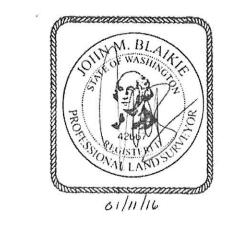
THENCE North 01° 29' 41" East, a distance of 122.00 feet to a point on the North line of the Southwest quarter of the Southwest quarter of said Section 4;

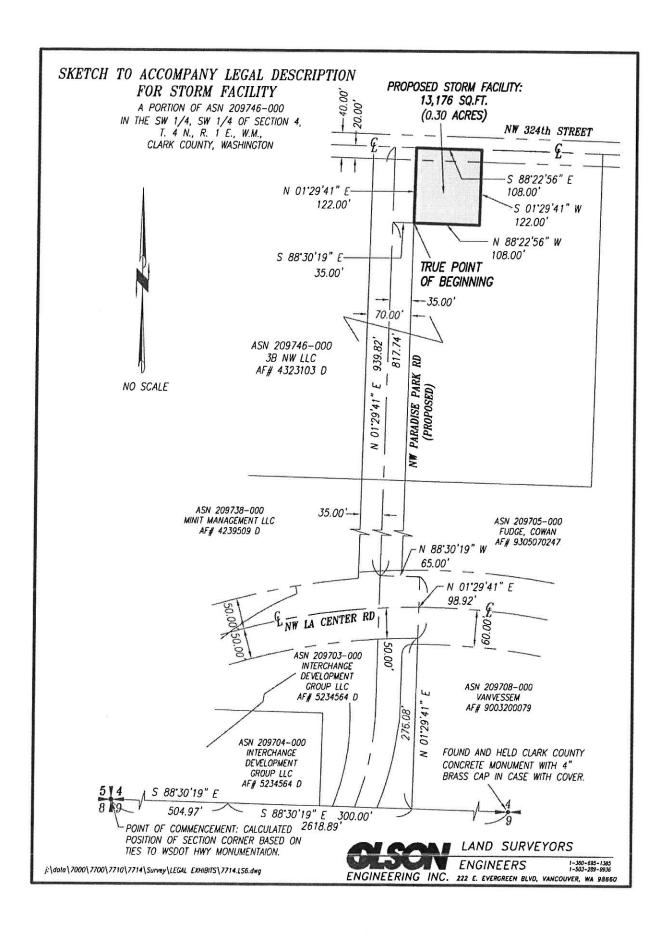
THENCE South 88° 22' 56" East, along said North line, a distance of 108.00 feet;

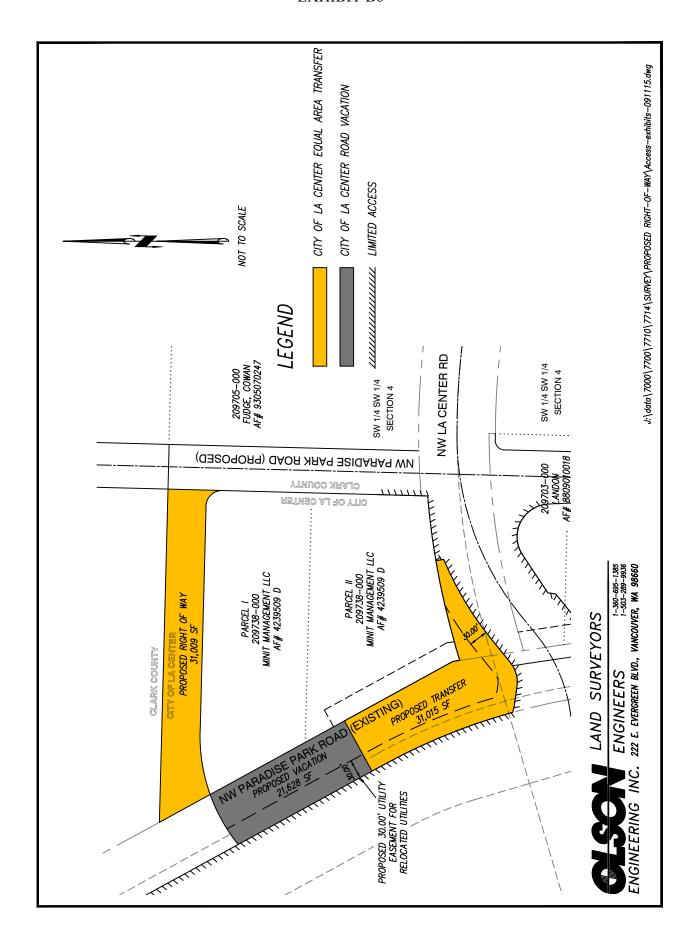
THENCE leaving said North line, South 01° 29' 41" West, a distance of 122.00 feet to a point which bears South 88° 22' 56" East from the TRUE POINT OF BEGINNING;

THENCE North 88° 22' 56" West, a distance of 108.00 feet to the TRUE POINT OF BEGINNING.

Containing 13,176 square feet or 0.30 acres, more or less.







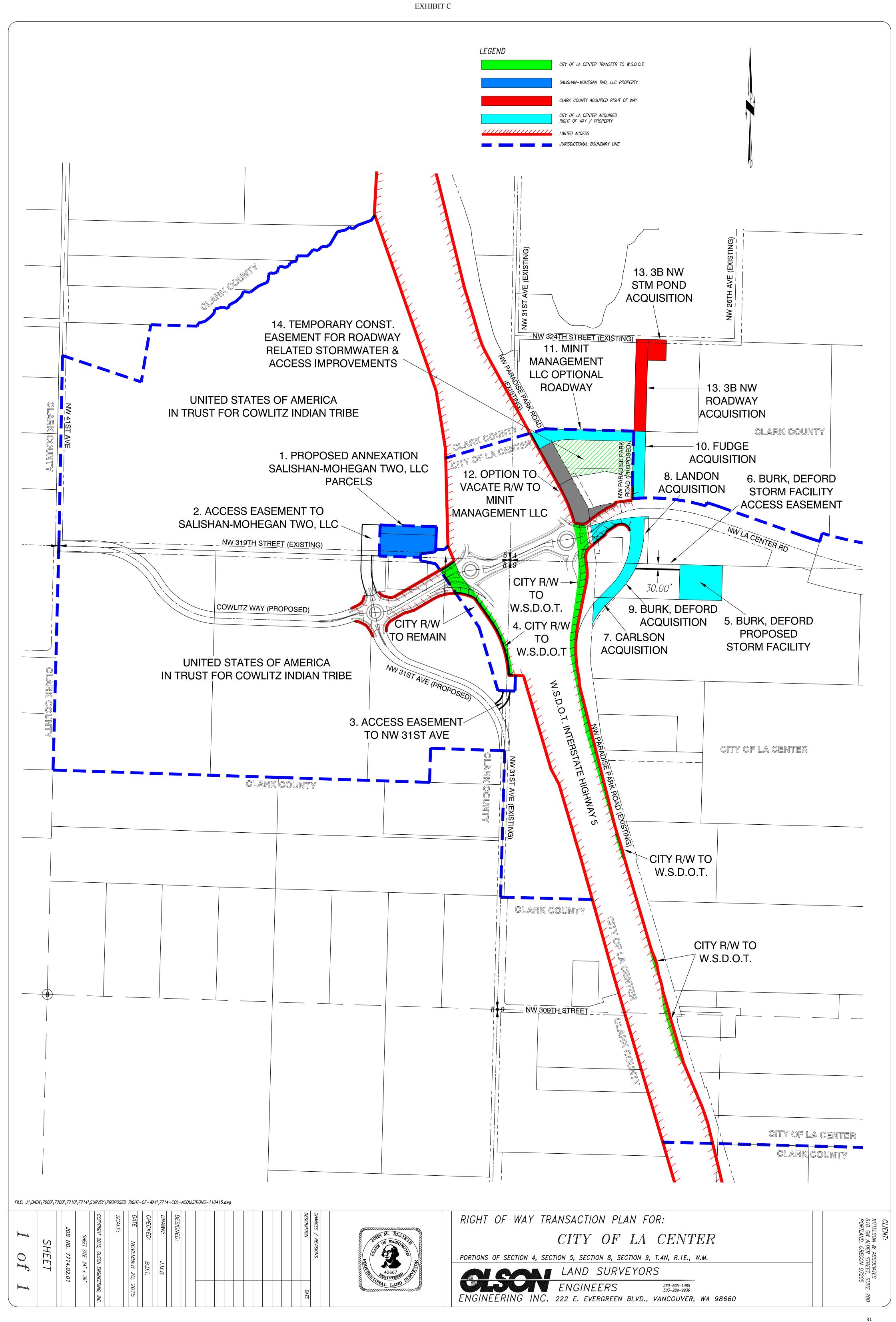


EXHIBIT D1



LAND SURVEYORS ENGINEERS (360) 695-1385 222 E. Evergreen Blvd. Vancouver, WA 98660

LEGAL DESCRIPTION FOR PROPOSED NW 31st Ave ACCESS EASEMENT PORTION OF ASSESSOR'S PARCEL NO.'S 211003-000 & 211218-000

January 8, 2016

A portion of that property conveyed to the United States of America in Trust for the Cowlitz Indian Tribe, recorded under Auditor's File No. 5153315 D, recorded March 10, 2015, lying in a portion of the North half of the Northeast quarter of Section 8 and the North half of the Northwest quarter of Section 9, Township 4 North, Range 1 East of the Willamette Meridian, Clark County, Washington, being a strip of land, 40.00 feet wide, lying 20.00 feet on either side of the following described centerline:

COMMENCING at the Northeast corner of the Northeast quarter of said Section 8;

THENCE South 01° 37' 30" West, along the East line of said Northeast quarter, a distance of 766.48 feet to "County Road. No. 25" right of way station CR#25 40+50 as shown on Washington State Highway Commission Department of Highways, right of way plan "Ridgefield Jct. to Woodland", sheet 5 of 12, dated August 10, 1965 and the TRUE POINT OF BEGINNING;

THENCE continuing along said East line, South 01° 37' 30" West, a distance of 4.53 feet to a point on a 100.00 foot radius curve to the right;

THENCE leaving said East line, and along said 100.00 foot radius curve to the right (the long chord of which bears South 28° 44' 37" West, a distance of 91.17 feet), an arc distance of 94.66 feet;

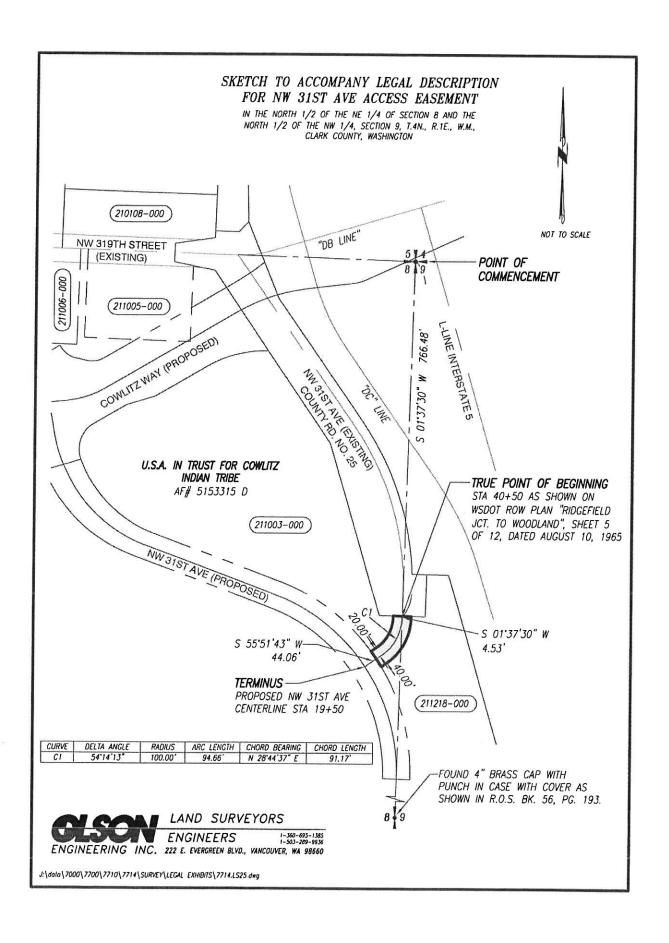
THENCE South 55° 51' 43" West, a distance of 44.06 feet to the TERMINUS of said centerline.

EXCEPT Public Roads.

Containing 4,536 square feet, more or less.



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LEGAL DESCRIPTION FOR SURPLUS RIGHT OF WAY PORTION OF NW 319th STREET

January 8, 2016

A parcel of land, lying in a portion of the South half of the Southeast quarter of Section 5 and the North half of the Northeast quarter of Section 8, Township 4 North, Range 1 East of the Willamette Meridian, Clark County, Washington, described as follows:

All that portion of "County Road. No. 25" and the "DB" right-of-way as shown on Washington State Highway Commission Department of Highways, right of way plan "Ridgefield Jct. to Woodland", sheet 5 of 12, dated August 10, 1965 and conveyed to Clark County, Washington recorded under Auditor's File No. 8312070093, recorded December 7, 1983, records of said county and annexed to the City of La Center under Ordinance No. 2011-03, lying Westerly of the "Turnback line" and Northerly of the following described line:

COMMENCING at the Northeast corner of the Northeast quarter of said Section 8;

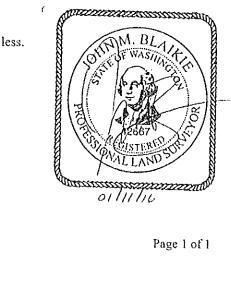
THENCE South 01° 37' 30" West, along the East line of said Northeast quarter, a distance of 69.71 feet;

THENCE leaving said East line, North 88° 22' 30" West, a distance of 409.60 feet to a point on the West line of said "County Road. No. 25" and the TRUE POINT OF BEGINNING;

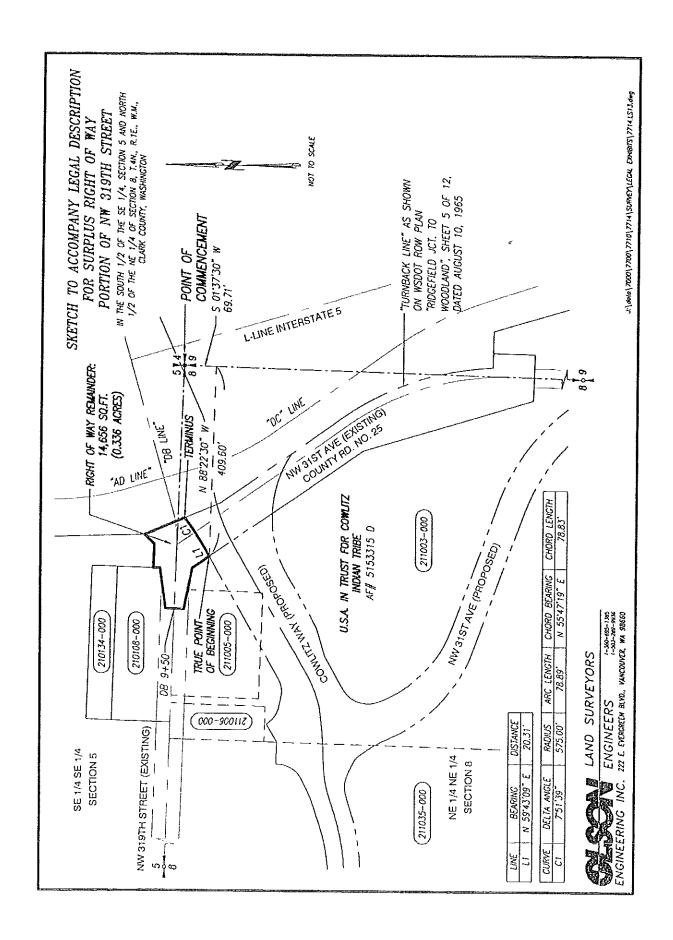
THENCE leaving said West line, North 59° 43' 09" East, a distance of 20.31 feet to a point on a 575.00 foot radius curve to the left;

THENCE along said 575.00 foot radius curve to the left (the long chord of which bears North 55° 47' 19" East, a distance of 78.83 feet), an arc distance of 78.89 feet, more or less, to the East line of said "County Road. No. 25" and the TERMINUS of said line.

Containing 14,656 square feet or 0.336 acres, more or less.



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LAND SURVEYORS
ENGINEERS
(360) 695-1385
222 E. Evergreen Blvd.
Vancouver, WA
98660

LEGAL DESCRIPTION FOR SURPLUS RIGHT OF WAY PORTION OF NW 31ST AVE

January 04, 2016

A parcel of land, lying in a portion of the Northeast quarter of Section 8 and the Northwest quarter of Section 9, Township 4 North, Range 1 East of the Willamette Meridian, Clark County, Washington, being a portion of "County Road No. 25" as shown on Washington State Highway Commission Department of Highways, right of way plan "Ridgefield Jct. to Woodland", sheet 5 of 12, dated August 10, 1965 and conveyed to Clark County, Washington recorded under Auditor's File No. 8312070093, recorded December 7, 1983, records of said county and annexed to the City of La Center under Ordinance No. 2011-03, described as follows:

COMMENCING at the Northeast corner of the Northeast quarter of said Section 8;

THENCE South 01° 37' 30" West, along the East line of said Northeast quarter, a distance of 203.75 feet;

THENCE leaving said East line, North 88° 22' 30" West, a distance of 312.34 feet to a point on the West line of said "County Road No. 25" as shown on Washington State Highway Commission Department of Highways, right of way plan "Ridgefield Jct. to Woodland", sheet 5 of 12, dated August 10, 1965 and the TRUE POINT OF BEGINNING;

THENCE South 34° 20' 17" East, along said West line, a distance of 241.45 feet to an angle point;

THENCE continuing along said West line, South 16° 32' 41" East, a distance of 386.58 feet to the Southwest corner of said Clark County parcel, said point being 50.00 feet left of "County Road No. 25" centerline station 40+50.00;

THENCE South 88° 22' 30" East, along the South line of said parcel, a distance of 100.00 feet to the Southeast corner of said County Road No. 25, said point being 50.00 feet right of "County Road No. 25" centerline station 40+50.00;

THENCE North 01° 37' 30" East, along the East line of said "County Road No. 25", a distance of 91.24 feet to an angle point;

THENCE North 88° 40' 36" West, along said Easterly line and the Westerly extension thereof, a distance of 41.50 feet to a point 10.00 feet right of said "County Road No. 25" centerline, said point being on a non-tangent 610.00 foot radius curve to the left;

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Page 1 of 2



LAND SURVEYORS

ENGINEERS

(360) 695-1385

222 E. Evergreen Blvd. Vancouver, WA

98660

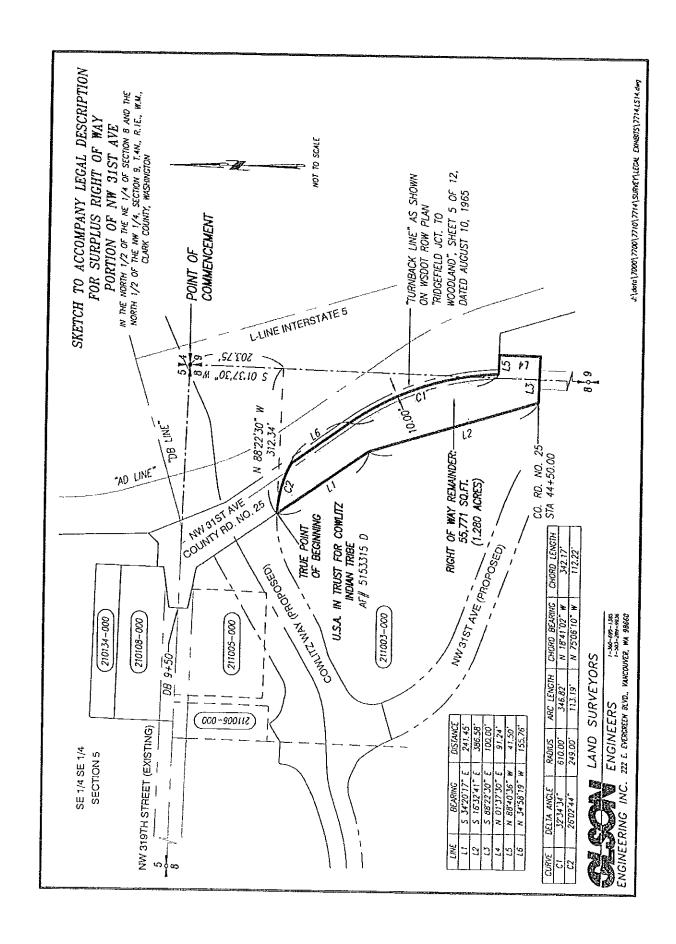
THENCE parallel with, and 10.00 feet Easterly of said centerline, and along said 610.00 foot radius curve to the left (the long chord of which bears North 18° 41' 02" West, a distance of 342.17 feet), an arc distance of 346.82 feet;

THENCE continuing along said parallel line, North 34° 58' 19" West, a distance of 155.76 feet to a point on a non-tangent 249.00 foot radius curve to the left;

THENCE along said 249.00 foot radius curve to the left (the long chord of which bears North 75° 06' 10" West, a distance of 112.22 feet), an arc distance of 113.19 feet to the TRUE POINT OF BEGINNING.

Containing 55,771 square feet or 1.280 acres, more or less.







LAND SURVEYORS
ENGINEERS
(360) 695-1385
222 E. Evergreen Blvd.
Vancouver, WA
98660

LEGAL DESCRIPTION FOR PROPOSED STORM FACILITY PORTION OF ASSESSOR'S SERIAL NO. 211230-000

November 25, 2015

A parcel of land, lying in a portion of the Northwest quarter of the Northwest quarter of Section 9, Township 4 North, Range 1 East of the Willamette Meridian, Clark County, Washington, being a portion of that property conveyed to Laura Burk and Mahlon Deford, recorded under Auditor's File No. 9803090182, recorded March 9, 1998, records of said county described as follows:

COMMENCING at the Northwest corner of the Northwest quarter of said Section 9;

THENCE South 88° 30' 19" East, along the North line of said Northwest quarter, a distance of 504.97 feet to a point on the East line of NW Paradise Park Road, Relinquished to Clark County as shown on Washington State Highway Commission Department of Highways, right of way plan "Ridgefield Jct. to Woodland", sheet 5 of 12, dated August 10, 1965;

THENCE continuing South 88° 30' 19" East, along said North line of said Northwest quarter, a distance of 740.78 feet to the Northeast corner of said Laura Burk and Mahlon Deford parcel;

THENCE North 88° 30' 19" West, along said North line, a distance of 250.00 feet to the TRUE POINT OF BEGINNING:

THENCE leaving said North line, South 01° 34' 28" West, a distance of 30.00 feet;

THENCE North 88° 30' 19" West, parallel with and 30.00 feet from said North line, a distance of 296.77 feet to a point on a non-tangent 455.00 foot radius curve to the left;

THENCE along said 455.00 foot radius curve to the left (the long chord of which bears North 23° 58' 09" East, a distance of 32.47 feet), an arc distance of 32.47 feet to the North line of said Northwest quarter, said point bears North 88° 30' 19" West from the TRUE POINT OF BEGINNING;

THENCE South 88° 30' 19" East, along said North line, a distance of 284.40 feet to the TRUE POINT OF BEGINNING.

EXCEPT Public Roads

Containing 7,623 square feet, more or less.



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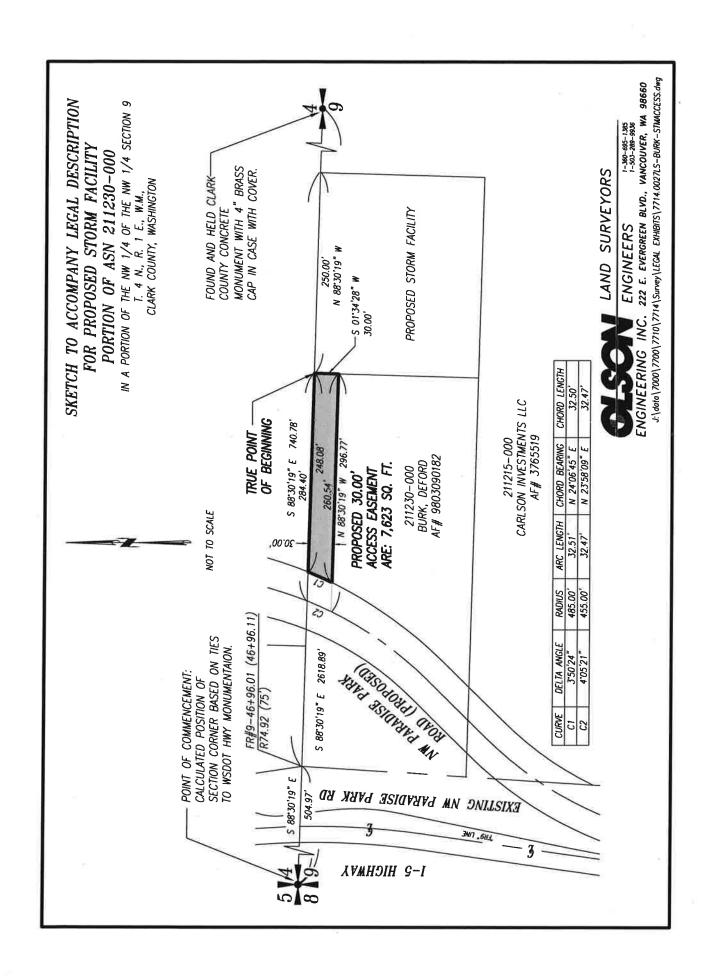


EXHIBIT E2



LAND SURVEYORS
ENGINEERS
(360) 695-1385
222 E. Evergreen Blvd.
Vancouver, WA
98660

LEGAL DESCRIPTION FOR PROPOSED STORM FACILITY PORTION OF ASSESSOR'S SERIAL NO. 211230-000

November 25, 2015

A parcel of land, lying in a portion of the Northwest quarter of the Northwest quarter of Section 9, Township 4 North, Range 1 East of the Willamette Meridian, Clark County, Washington, being a portion of that property conveyed to Laura Burk and Mahlon Deford, recorded under Auditor's File No. 9803090182, recorded March 9, 1998, records of said county described as follows:

COMMENCING at the Northwest corner of the Northwest quarter of said Section 9;

THENCE South 88° 30' 19" East, along the North line of said Northwest quarter, a distance of 504.97 feet to a point on the East line of NW Paradise Park Road, Relinquished to Clark County as shown on Washington State Highway Commission Department of Highways, right of way plan "Ridgefield Jct. to Woodland", sheet 5 of 12, dated August 10, 1965;

THENCE continuing South 88° 30' 19" East, along said North line of said Northwest quarter, a distance of 740.78 feet to the Northeast corner of said Laura Burk and Mahlon Deford parcel and the TRUE POINT OF BEGINNING;

THENCE South 01° 34' 28" West, along the East line of said parcel, a distance of 204.58 feet to the Southeast corner thereof;

THENCE North 88° 30' 19" West, along the South line of said parcel, a distance of 250.00 feet;

THENCE leaving said South line, North 01° 34' 28" East, a distance of 204.58 feet to the North line of said Northwest quarter, said point bears North 88° 30' 19" West, from the TRUE POINT OF BEGINNING;

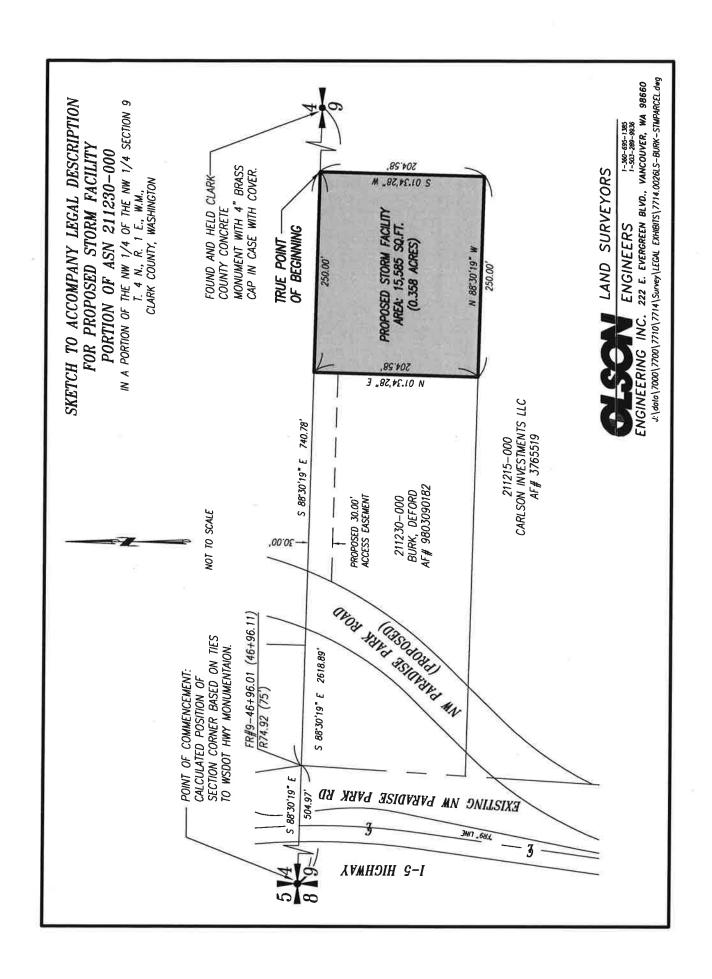
THENCE South 88° 30' 19" East, along said North line, a distance of 250.00 feet to the TRUE POINT OF BEGINNING.

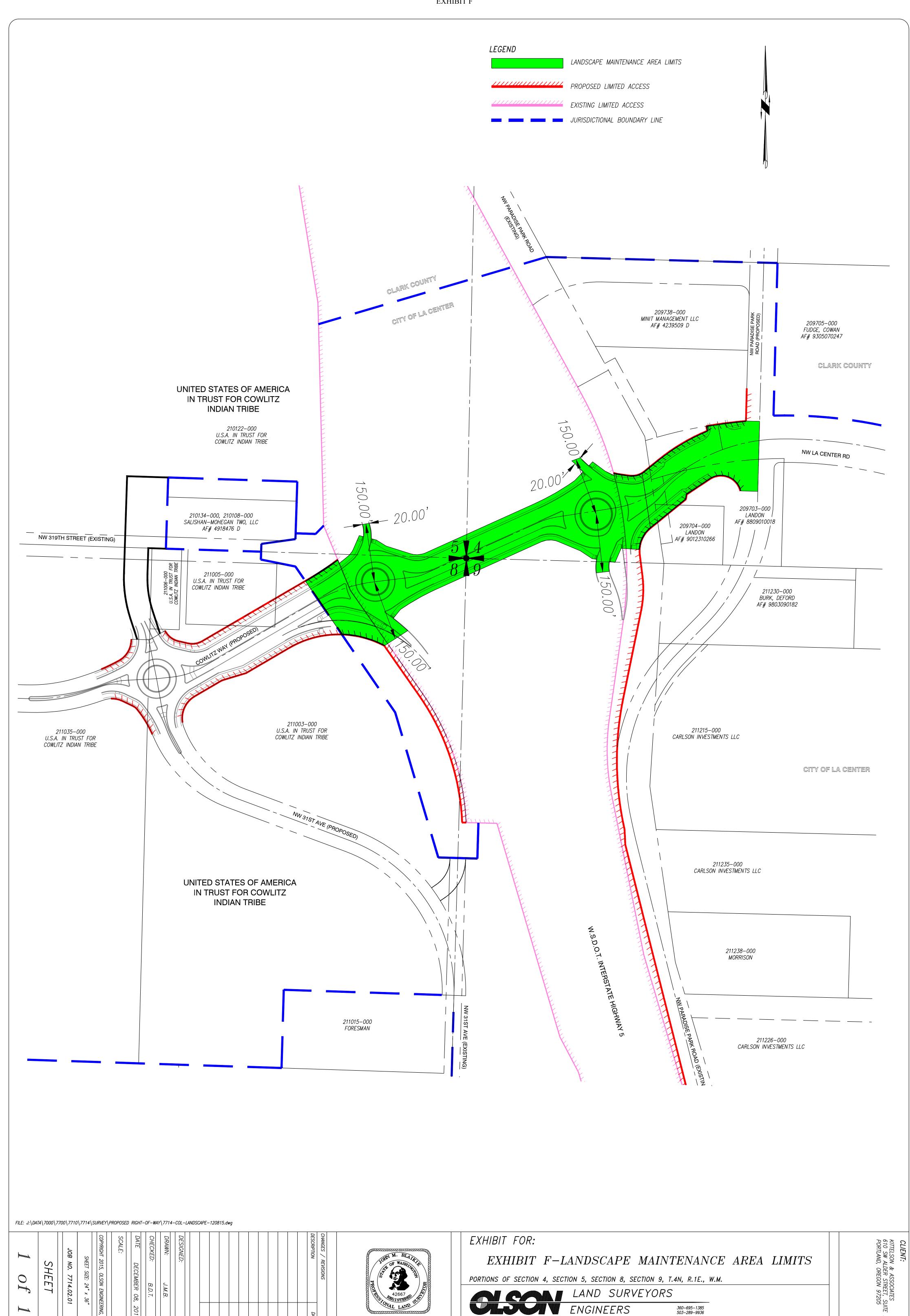
Containing 51,144 square feet, or 1.174 acres, more or less.



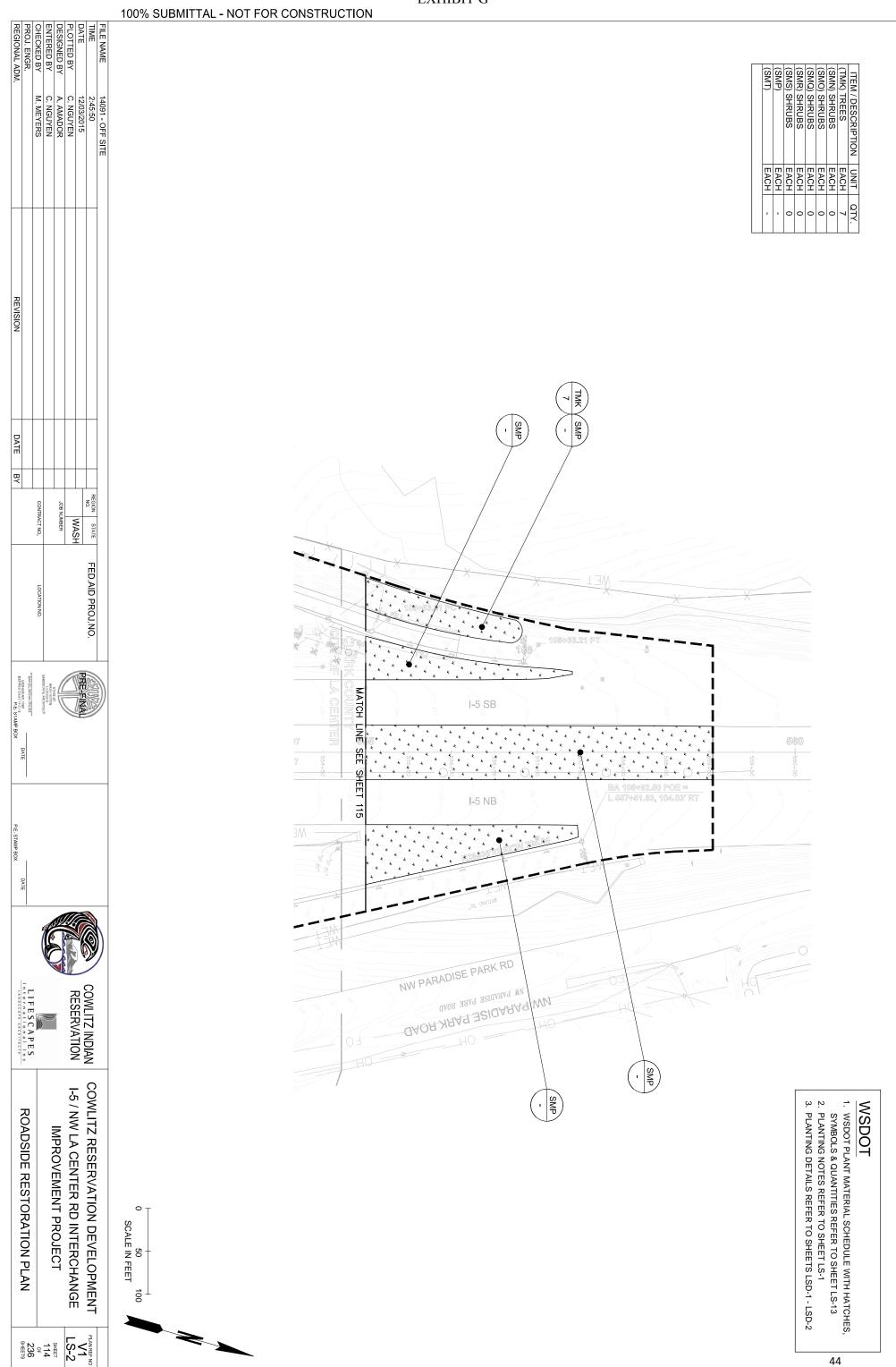
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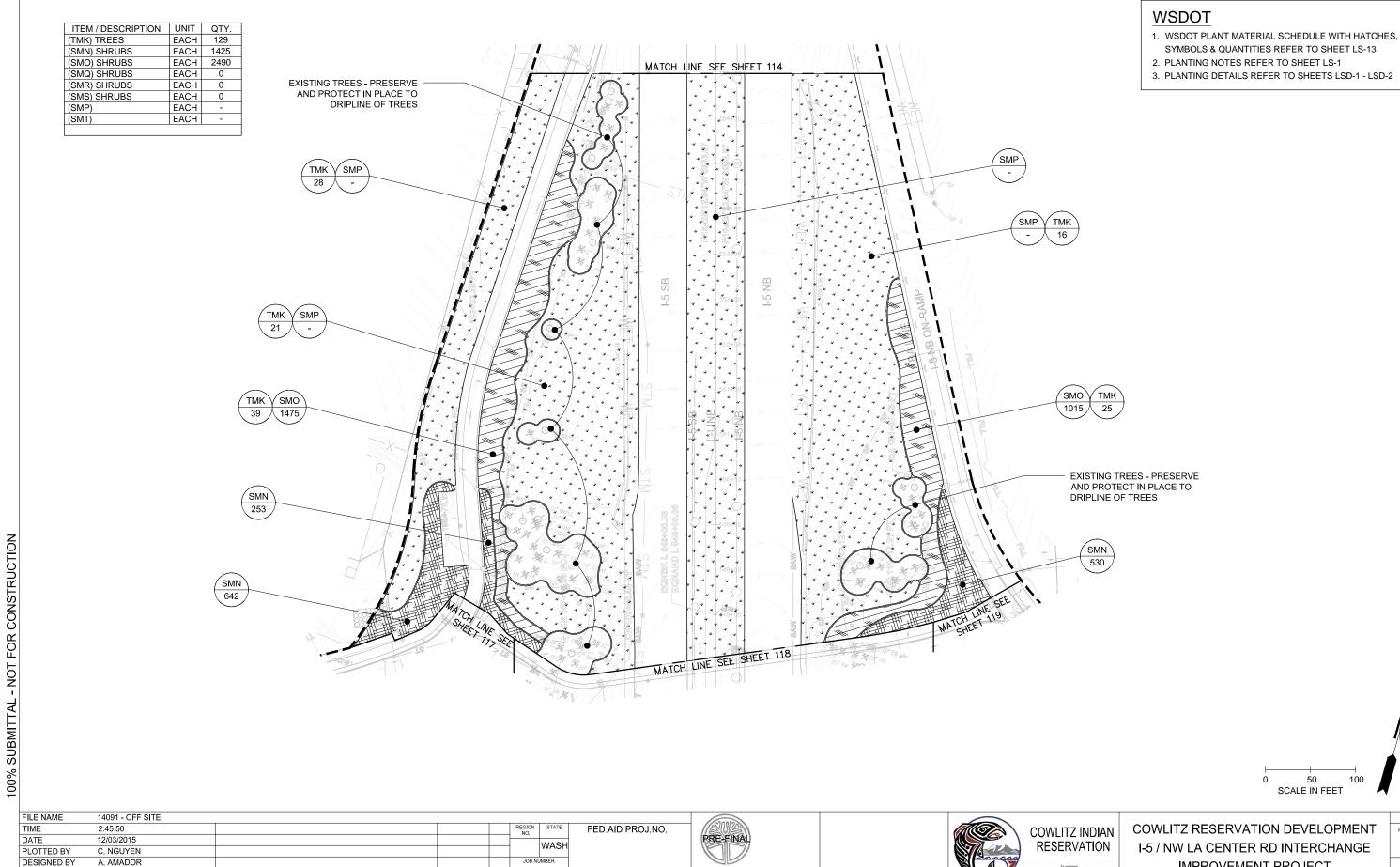
Page 1 of 1





ENGINEERING INC. 222 E. EVERGREEN BLVD., VANCOUVER, WA 98660





EXPIRES ON 03/14/23/16
P.E. STAMP BOX

P.E. STAMP BOX

DATE BY

REVISION

ENTERED BY

CHECKED BY

REGIONAL ADM.

PROJ. ENGR.

C. NGUYEN M. MEYERS

IMPROVEMENT PROJECT ROADSIDE RESTORATION PLAN 45

V1 LS-3

SHEET 115

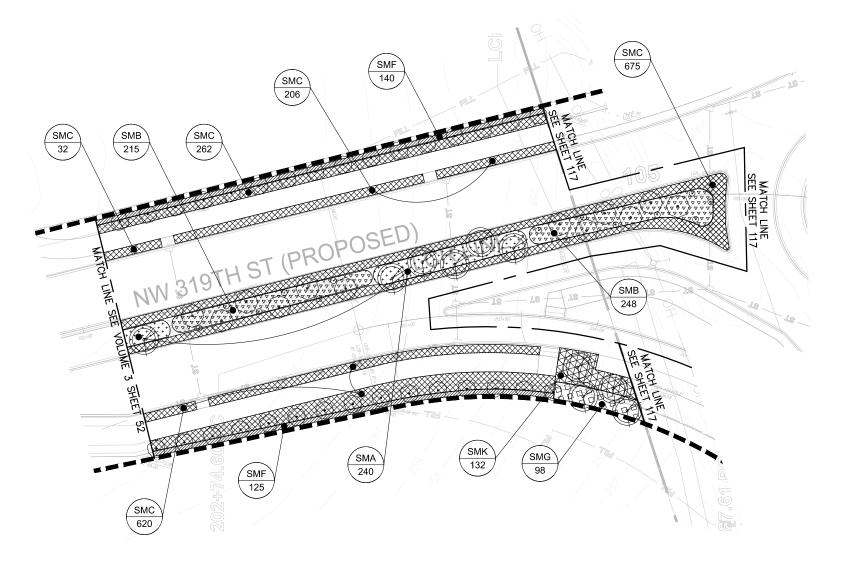
OF 236 SHEETS

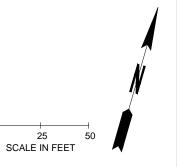
LIFESCAPES
International Inc

ITEM / DESCRIPTION	UNIT	QT
(TMD) TREES	EACH	31
(TMG) TREES	EACH	10
(TMJ) TREES	EACH	12
(TMK) TREES	EACH	14
(SMA) SHRUBS	EACH	240
(SMB) SHRUBS	EACH	463
(SMC) SHRUBS	EACH	1795
(SMF) SHRUBS	EACH	265
(SMG) SHRUBS	EACH	98
(SMK) SHRUBS	EACH	132

CITY/OWNER

- 1. CITY MASTER PLANTING LEGEND WITH HATCHES, SYMBOLS & QUANTITIES REFER TO SHEET LS-12
- 2. PLANTING NOTES REFER TO SHEET LS-1
- 3. PLANTING DETAILS REFER TO SHEETS LSD-1 LSD-2





14091 - OFF SITE							
2:45:50				REGION	STATE	FED.AID PROJ.NO.	1/
12/03/2015					MACH		(
C. NGUYEN					WASH		1
A. AMADOR				JOB NU	JMBER		
C. NGUYEN							
M. MEYERS				CONTR	ACT NO.	LOCATION NO.	1
							'
	REVISION	DATE	BY				
	2:45:50 12/03/2015 C. NGUYEN A. AMADOR C. NGUYEN	2:45:50 12/03/2015 C. NGUYEN A. AMADOR C. NGUYEN M. MEYERS	2:45:50 12/03/2015 C. NGUYEN A. AMADOR C. NGUYEN M. MEYERS	2:45:50 12/03/2015 C. NGUYEN A. AMADOR C. NGUYEN M. MEYERS	2:45:50 REGION NO. 12/03/2015 C. NGUYEN A. AMADOR C. NGUYEN M. MEYERS CONTR	2:45:50 REGION NO. STATE NO. 12/03/2015 WASH C. NGUYEN JOB NUMBER C. NGUYEN CONTRACT NO.	2:45:50 REGION NO. STATE NO. FED.AID PROJ.NO. 12/03/2015 WASH C. NGUYEN JOB NUMBER CONTRACT NO. LOCATION NO. M. MEYERS CONTRACT NO. LOCATION NO.

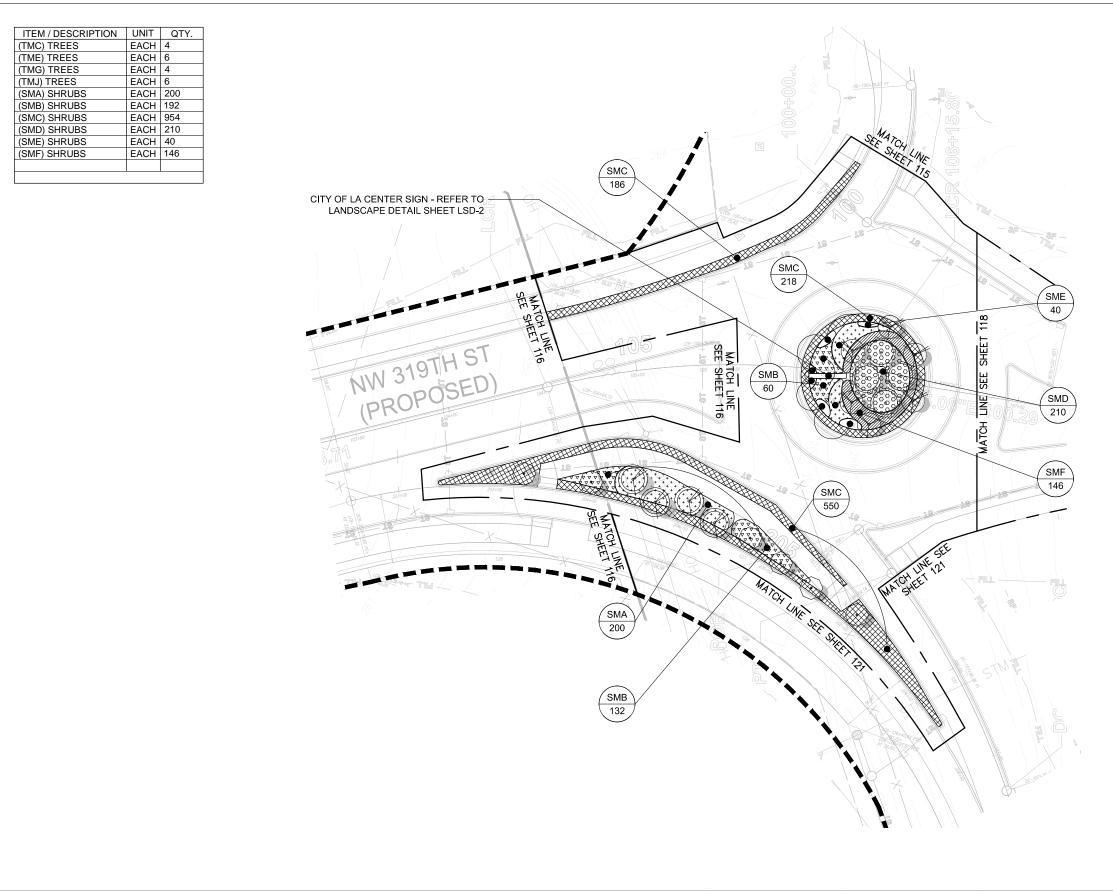






COWLITZ INDIAN RESERVATION COWLITZ RESERVATION DEVELOPMENT I-5 / NW LA CENTER RD INTERCHANGE IMPROVEMENT PROJECT

V1 LS-4 SHEET 116 OF 236 SHEETS ROADSIDE RESTORATION PLAN 46





- 1. CITY MASTER PLANTING LEGEND WITH HATCHES, SYMBOLS & QUANTITIES REFER TO SHEET LS-12
- 2. PLANTING NOTES REFER TO SHEET LS-1
- 3. PLANTING DETAILS REFER TO SHEETS LSD-1 LSD-2

25 SCALE IN FEET COWLITZ RESERVATION DEVELOPMENT I-5 / NW LA CENTER RD INTERCHANGE

ROADSIDE RESTORATION PLAN $_{
m 47}$

IMPROVEMENT PROJECT

V1 LS-5 117 236 SHEETS

FILE NAME	14091 - OFF SITE						
TIME	2:45:50				REGION NO.	STATE	FED.AID PROJ.NO.
DATE	12/03/2015					WASH	
PLOTTED BY	C. NGUYEN					WASH	
DESIGNED BY	A. AMADOR				JOB N	JMBER	
ENTERED BY	C. NGUYEN						
CHECKED BY	M. MEYERS				CONTR	RACT NO.	LOCATION NO.
PROJ. ENGR.							
REGIONAL ADM.		REVISION	DATE	BY			

100% SUBMITTAL - NOT FOR CONSTRUCTION

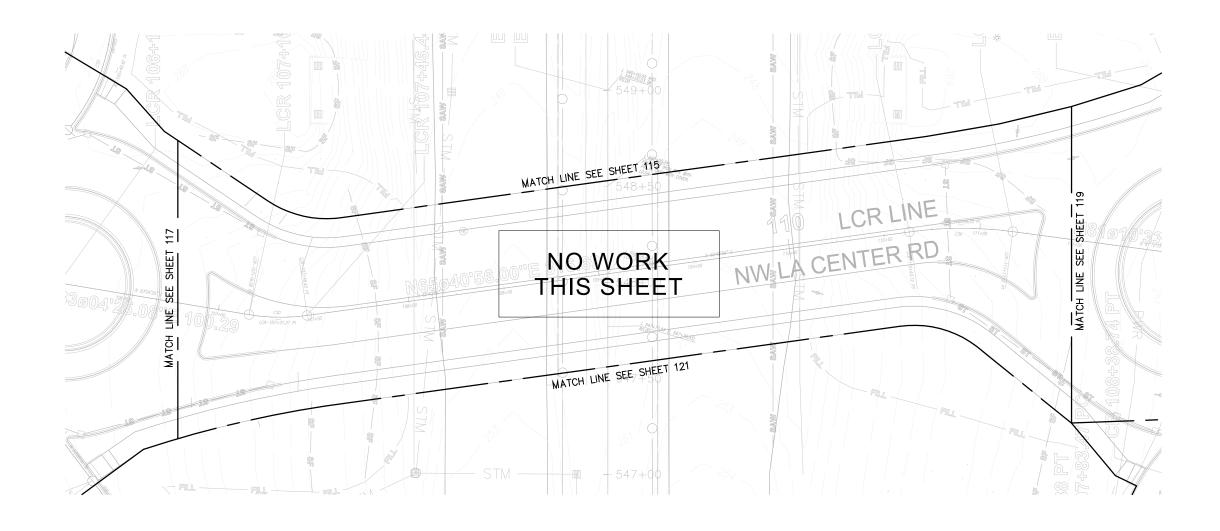






RESERVATION

- 1. CITY MASTER PLANTING LEGEND WITH HATCHES, SYMBOLS & QUANTITIES REFER TO SHEET LS-12
- 2. PLANTING NOTES REFER TO SHEET LS-1
- 3. PLANTING DETAILS REFER TO SHEETS LSD-1 LSD-2



25 SCALE IN FEET

							1
2:45:50				REGION NO	STATE	FED.AID PROJ.NO.	1 /
12/03/2015					/// SLI		(
C. NGUYEN					WASH		
A. AMADOR				JOB NU	JMBER		
C. NGUYEN							
M. MEYERS				CONTR	RACT NO.	LOCATION NO.	1
							-
	REVISION	DATE	BY				
	12/03/2015 C. NGUYEN A. AMADOR C. NGUYEN	12/03/2015 C. NGUYEN A. AMADOR C. NGUYEN M. MEYERS	12/03/2015 C. NGUYEN A. AMADOR C. NGUYEN M. MEYERS	12/03/2015 C. NGUYEN A. AMADOR C. NGUYEN M. MEYERS	NO. NO. NO. NO. NO. NO. NO. NO.	NO.	NO. PED.AID PROS.INO.

100% SUBMITTAL - NOT FOR CONSTRUCTION







COWLITZ INDIAN RESERVATION LIFESCAPES
International Inc

COWLITZ RESERVATION DEVELOPMENT I-5 / NW LA CENTER RD INTERCHANGE IMPROVEMENT PROJECT

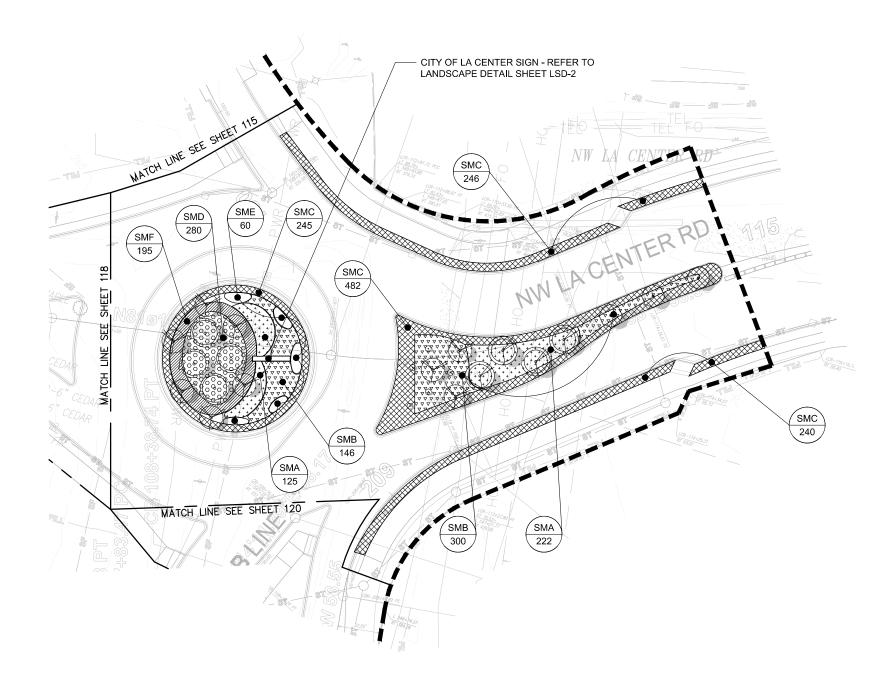
ROADSIDE RESTORATION PLAN $_{48}$

	PLAN REF NO V1
	LS-6
	SHEET
	118
	OF OOO
	236
	SHEETS
_	

ITEM / DESCRIPTION	UNIT	QTY.
(TMC) TREES	EACH	4
(TME) TREES	EACH	9
(TMG) TREES	EACH	4
(TMJ) TREES	EACH	3
(TMK) TREES	EACH	5
(SMA) SHRUBS	EACH	347
(SMB) SHRUBS	EACH	446
(SMC) SHRUBS	EACH	1213
(SMD) SHRUBS	EACH	280
(SME) SHRUBS	EACH	60
(SMF) SHRUBS	EACH	195

CITY

- 1. CITY MASTER PLANTING LEGEND WITH HATCHES, SYMBOLS & QUANTITIES REFER TO SHEET LS-12
- 2. PLANTING NOTES REFER TO SHEET LS-1
- 3. PLANTING DETAILS REFER TO SHEETS LSD-1 LSD-2



FILE NAME	14091 - OFF SITE							
TIME	2:45:50					REGION NO.	STATE	FED.AID PROJ.NO.
DATE	12/03/2015						WASH	
PLOTTED BY	C. NGUYEN						WASH	
DESIGNED BY	A. AMADOR					JOB N	UMBER	
ENTERED BY	C. NGUYEN					1		
CHECKED BY	M. MEYERS					CONT	RACT NO.	LOCATION NO.
PROJ. ENGR.]		
REGIONAL ADM.		REVISION	ON	DATE	BY]		









COWLITZ RESERVATION DEVELOPMENT I-5 / NW LA CENTER RD INTERCHANGE IMPROVEMENT PROJECT

ROADSIDE RESTORATION PLAN 49

25 SCALE IN FEET

PLAN REF NO V1 LS-7

SHEET 119
OF 236
SHEETS

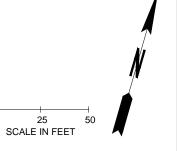
(TMK) TREES	EACH	7
(SMN) SHRUBS	EACH	0
(SMO) SHRUBS	EACH	0
(SMQ) SHRUBS	EACH	19
(SMR) SHRUBS	EACH	30
(SMS) SHRUBS	EACH	50
(SMP)	EACH	-
(SMT)	EACH	-

ITEM / DESCRIPTION UNIT QTY.

MATCH LINE SEE SHEET 119	,
SEE SHEET	SMS 505
MA TOH	SMQ TMK 195 3
MATCH LINE SEE SHEET 122	SMR TMK 305 4

WSDOT

- 1. WSDOT PLANT MATERIAL SCHEDULE WITH HATCHES, SYMBOLS & QUANTITIES REFER TO SHEET LS-13
- 2. PLANTING NOTES REFER TO SHEET LS-1
- 3. PLANTING DETAILS REFER TO SHEETS LSD-1 LSD-2



FILE NAME	14091 - OFF SITE							
TIME	2:45:50				REGION NO.	STATE	FED.AID PROJ.NO.	1
DATE	12/03/2015					WASH		(
PLOTTED BY	C. NGUYEN					WASH		1
DESIGNED BY	A. AMADOR				JOB N	UMBER		
ENTERED BY	C. NGUYEN							
CHECKED BY	M. MEYERS				CONT	RACT NO.	LOCATION NO.	1 '
PROJ. ENGR.								-
REGIONAL ADM.		REVISION	DATE	BY				







COWLITZ RESERVATION DEVELOPMENT
I-5 / NW LA CENTER RD INTERCHANGE
IMPROVEMENT PROJECT

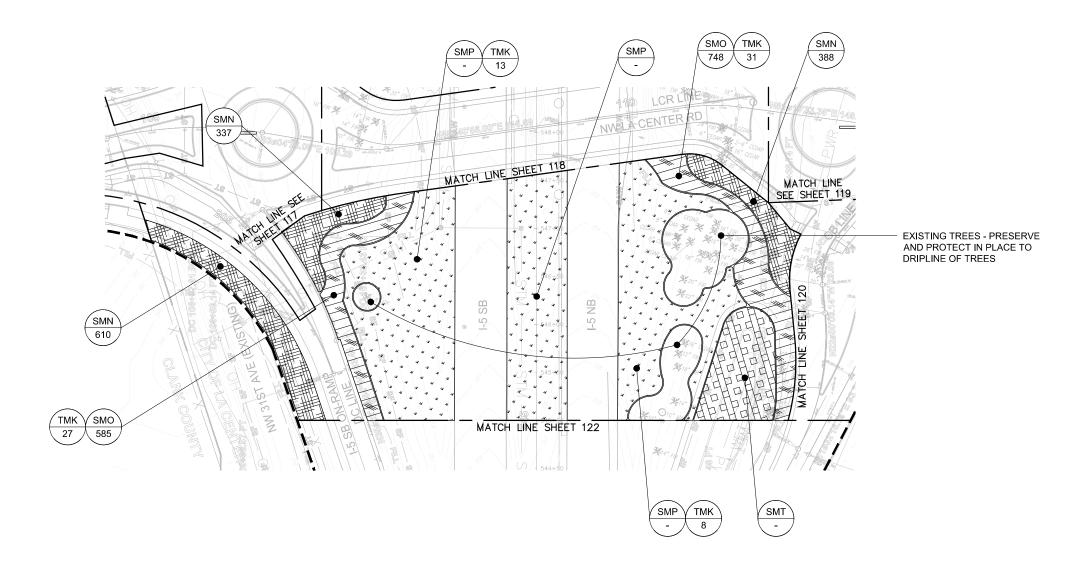
PLAN REF NO V1 LS-8

SHEET 120 OF 236 SHEETS

ITEM / DESCRIPTION	UNIT	QTY.
(TMK) TREES	EACH	79
(SMN) SHRUBS	EACH	1335
(SMO) SHRUBS	EACH	1333
(SMQ) SHRUBS	EACH	0
(SMR) SHRUBS	EACH	0
(SMS) SHRUBS	EACH	0
(SMP)	EACH	-
(SMT)	EACH	-

WSDOT

- 1. WSDOT PLANT MATERIAL SCHEDULE WITH HATCHES, SYMBOLS & QUANTITIES REFER TO SHEET LS-13
- 2. PLANTING NOTES REFER TO SHEET LS-1
- 3. PLANTING DETAILS REFER TO SHEETS LSD-1 LSD-2



FILE NAME	14091 - OFF SITE								
TIME	2:45:50					REGION NO.	STATE	FED.AID PROJ.NO.	1
DATE	12/03/2015						WASH		
PLOTTED BY	C. NGUYEN						WASH		1
DESIGNED BY	A. AMADOR					JOB NUMBER			
ENTERED BY	C. NGUYEN								
CHECKED BY	M. MEYERS					CONTR	ACT NO.	LOCATION NO.	1
PROJ. ENGR.									1
REGIONAL ADM.		RI	EVISION	DATE	BY				









COWLITZ RESERVATION DEVELOPMENT I-5 / NW LA CENTER RD INTERCHANGE IMPROVEMENT PROJECT

ROADSIDE RESTORATION PLAN 51

100

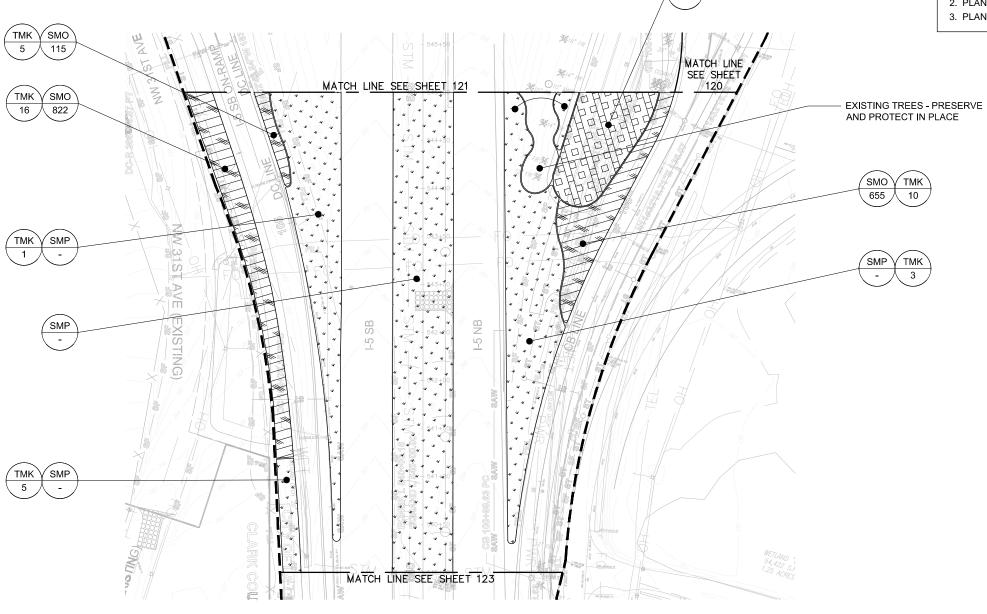
V1 LS-9

SHEET 121 OF 236 SHEETS

50 SCALE IN FEET

WSDOT

- 1. WSDOT PLANT MATERIAL SCHEDULE WITH HATCHES, SYMBOLS & QUANTITIES REFER TO SHEET LS-13
- 2. PLANTING NOTES REFER TO SHEET LS-1
- 3. PLANTING DETAILS REFER TO SHEETS LSD-1 LSD-2



⊢ 0	50 SCALE IN FEET	100	

PLAN REF NO V1

LS-10

2:45:50				REGION NO	STATE	FED.AID PROJ.NO.	1
12/03/2015					/A/A C L		(
C. NGUYEN					WASH		١
A. AMADOR				JOB NI	JMBER		
C. NGUYEN							
M. MEYERS				CONTR	ACT NO.	LOCATION NO.	
	REVISION	DATE	BY				
1	12/03/2015 C. NGUYEN A. AMADOR C. NGUYEN	12/03/2015 C. NGUYEN A. AMADOR C. NGUYEN M. MEYERS	12/03/2015 C. NGUYEN A. AMADOR C. NGUYEN M. MEYERS	12/03/2015 C. NGUYEN A. AMADOR C. NGUYEN M. MEYERS	NO. NO.	NO.	NO. PED.AID PROJ.INO.



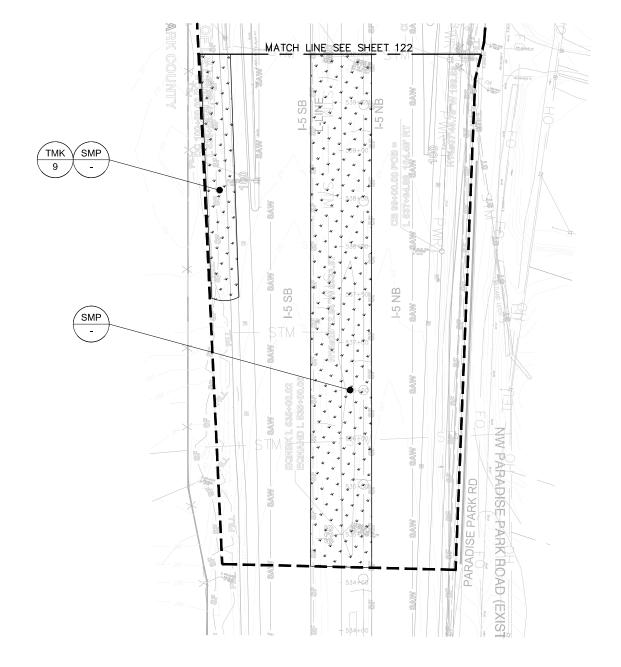




COWLITZ RESERVATION DEVELOPMENT COWLITZ INDIAN RESERVATION I-5 / NW LA CENTER RD INTERCHANGE **IMPROVEMENT PROJECT**

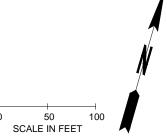
SHEET 122 OF 236 SHEETS ROADSIDE RESTORATION PLAN 52

ITEM / DESCRIPTION	UNIT	QTY.
(TMK) TREES	EACH	9
(SMN) SHRUBS	EACH	0
(SMO) SHRUBS	EACH	0
(SMQ) SHRUBS	EACH	0
(SMR) SHRUBS	EACH	0
(SMS) SHRUBS	EACH	0
(SMP)	EACH	-
(SMT)	EACH	-



WSDOT

- 1. WSDOT PLANT MATERIAL SCHEDULE WITH HATCHES, SYMBOLS & QUANTITIES REFER TO SHEET LS-13
- 2. PLANTING NOTES REFER TO SHEET LS-1
- 3. PLANTING DETAILS REFER TO SHEETS LSD-1 LSD-2



FILE NAME	14091 - OFF SITE							
TIME	2:45:50				REGION NO.	STATE	FED.AID PROJ.NO.	1
DATE	12/03/2015					WASH		(F
PLOTTED BY	C. NGUYEN					WASH		1
DESIGNED BY	A. AMADOR				JOB NUMBER			
ENTERED BY	C. NGUYEN							
CHECKED BY	M. MEYERS				CONTRACT NO.		LOCATION NO.	İ
PROJ. ENGR.								
REGIONAL ADM.		REVISION	DATE	BY				









ROADSIDE RESTORATION PLAN 53

V1 LS-11 123 OF 236 SHEETS

FOR SHEETS: LS-4, LS-5 & LS-7



00% SUBMITTAL - NOT FOR CONSTRUCTION

SHRUB AND MIXES:





EUONYMUS FORTUNEI 'EMERALD GAIETY' EMERALD GAIETY WINTERCREEPER (1 GALLONS)





BERBERIS THUNBERGII 'CRIMSON PYGMY' CRIMSON PYGMY DWARF JAPANESE BARBERRY (1 GALLONS)





MAHONIA AQUIFOLIUM 'COMPACTUM' COMPACT OREGON GRAPE (1 GALLONS)





EUONYMUS ALATUS 'COMPACTUS' DWARF BURNING BUSH (1 GALLONS)





HEMEROCALLIS HYBRID 'ORANGE' ORANGE EVERGREEN DAYLILY (1 GALLONS)





ILEX CORNUTA 'CARISSA' CARISSA HOLLY (1 GALLONS)





VIBURNUM OPULUS 'NANUM' DWARF CRANBERRY BUSH (1 GALLONS)





ROSA RUGOSA JAPANESE ROSE (1 GALLONS)





EUONYMUS FORTUNEI 'COLORATUS' PURPLELEAF WINTERCREEPER (1 GALLONS)

STREET TREE MIX:





ACER SACCHARUM 'GREEN MOUTAIN' GREEN MOUTAIN SUGAR MAPLE





AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE' AUTUMN BRILLIANCE SERVICEBERRY (MIN. #10)





CALOCEDRUS DECURRENS INCENSE CEDAR (MIN. #10)





CARPINUS BETULUS 'FRANS FONTAINE' FRANS FONTAINE HORNBEAM (1.5 CALIPER)





CORNUS FLORIDA 'SUNSET' CHEROKEE SUNSET DOGWOOD (MIN. #15)





CORNUS KOUSA 'EDDIE'S WHITE WONDER' EDDIE'S WHITE WONDER DOGWOOD





PINUS STROBUS 'FASTIGIATO' **FASTIGIATA WHITE PINE** (MIN. #10)





POPULUS TREMULOIDES QUAKING ASPEN (MIN. #10)





PSEUDOTSUGA MENZIESII DOUGLAS FIR (MIN. #15)





PYRUS CALLERYANA 'CAPITAL' CAPITAL PEAR (1.5 CALIPER)





PICEA PUNGENS 'GLAUCA GLOBOSA' DWARF COLORADO BLUE (MIN. #15)

14091-SHB TRE LEG-CITY-V1

FILE NAME 14091 - OFF SITE TIME 2:45:50 FED.AID PROJ.NO. DATE 12/03/2015 WASH PLOTTED BY C. NGUYEN JOB NUMBER DESIGNED BY A. AMADOR ENTERED BY C. NGUYEN CHECKED BY M. MEYERS PROJ. ENGR. REGIONAL ADM. REVISION DATE BY





P.F. STAMP BOX

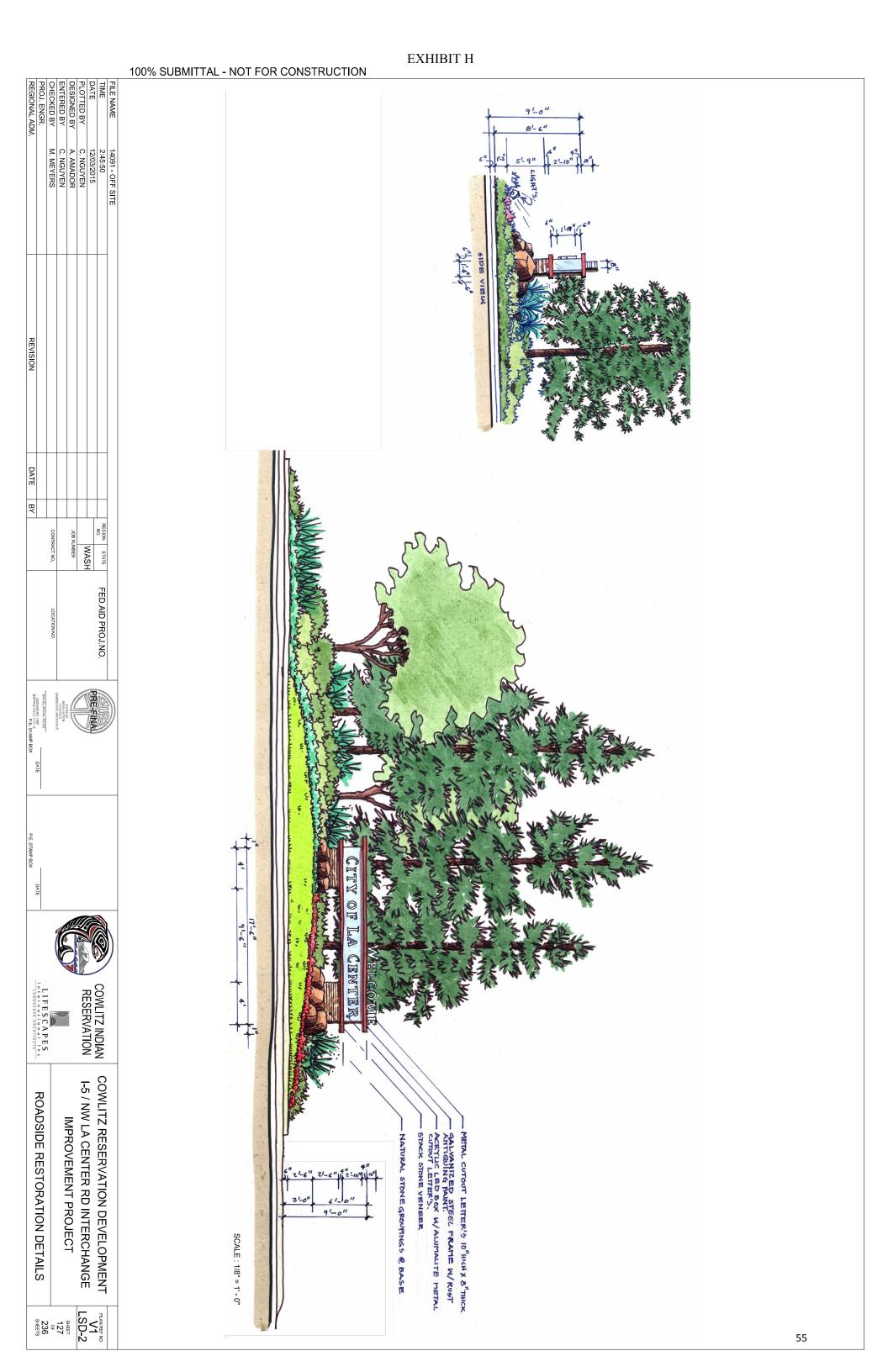


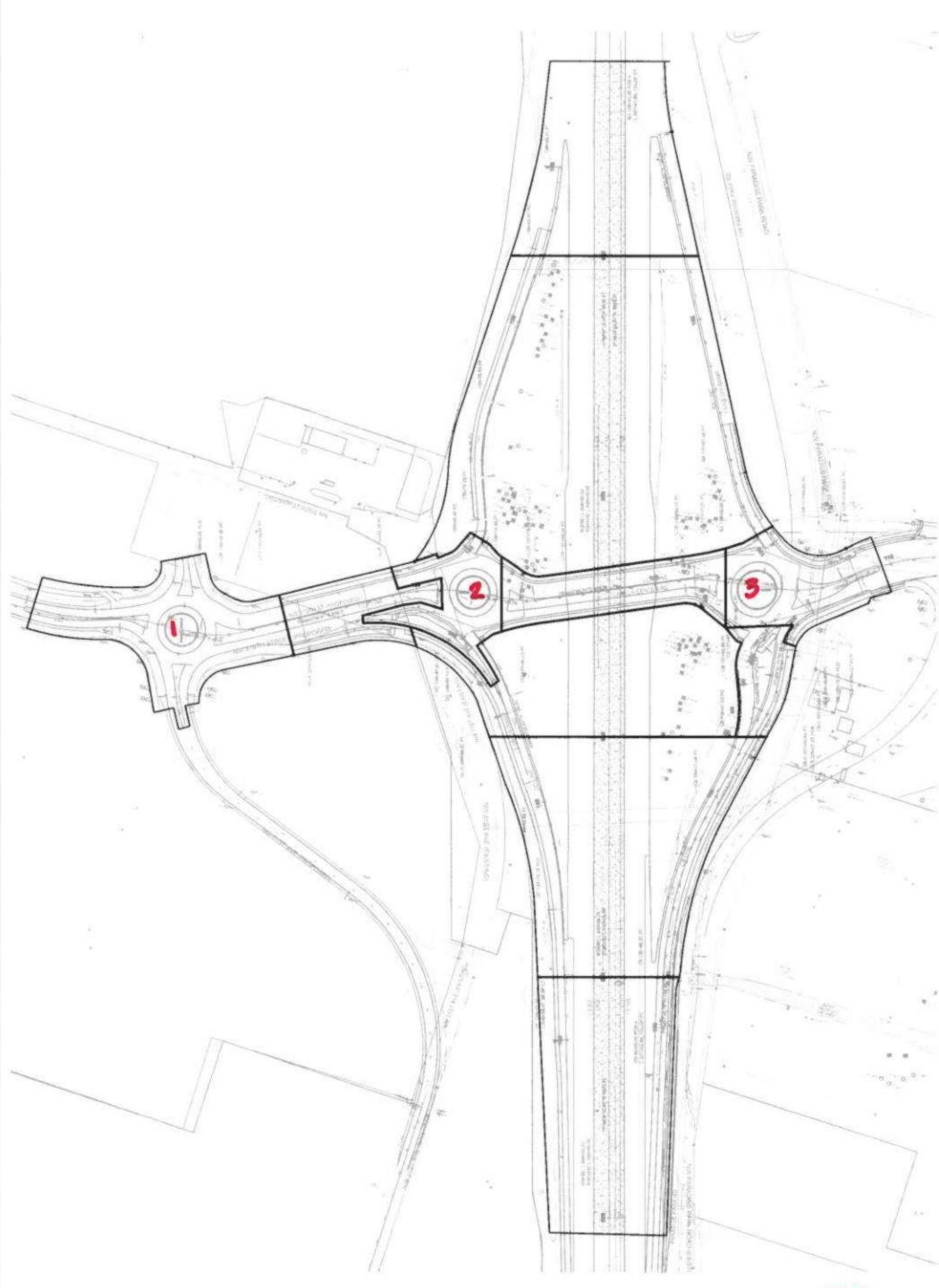


COWLITZ RESERVATION DEVELOPMENT I-5 / NW LA CENTER RD INTERCHANGE **IMPROVEMENT PROJECT**

PLAN REF NO V1 LS-12 124 236 SHEETS

ROADSIDE RESTORATION PLAN 54





N.T.S.

