

# Waliezer Subdivision Pre-Application Conference

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**Date:** August 4, 2016

**Prepared For:** Aho Construction I, Inc.  
5512 NE 109<sup>th</sup> Ct., Suite 101  
Vancouver, WA 98662  
Jon Johnson  
jonj@ahoconstruction.com

**Prepared By:** Seth Halling, P.E.

**Site Information:** 33901 NW Pacific Highway  
La Center, WA 98629  
Parcel #'s 258921-000 & 258902-000



**AKS**  
ENGINEERING & FORESTRY

9600 NE 126<sup>th</sup> Avenue, Suite 2520  
Vancouver, WA 98682  
(360) 882-0419



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# **A Land Use Application for Waliezer Subdivision Pre-Application Conference**

## **Table of Contents**

### **Application**

**(One Original Plus 4 Copies Provided)**

1. City Land Use Application Form
2. Fee Schedule
3. Contact information
4. Pre-Application Plans (11"x17")
5. Subject Site Legal Description
6. Project Narrative
7. Trip Generation Assessment

### **Included Separately with Application**

- Pre-Application Plans – 22" x 34" (5 Copies)
  - Pre-Application Plans – 8.5" x 11" (1 Copies)
-

# 1. City Land Use Application Form

# Master Land Use Application



City of La Center, Planning Services  
305 NW Pacific Highway  
La Center, WA 98629

[www.ci.lacenter.wa.us](http://www.ci.lacenter.wa.us)

Ph. 360.263.7665 Fax: 360.263.7666

[www.ci.lacenter.wa.us](http://www.ci.lacenter.wa.us)

## Property Information

Site Address 33901 NW Pacific Highway

Legal Description SW 1/4, S34, T5N, R1E W.M.

Assessor's Serial Number 258921-000 & 258902-000

Lot Size (square feet) 457,036 SF

Zoning/Comprehensive Plan Designation LDR 7.5 / UL

Existing Use of Site Residential & agriculture

## Contact Information

### APPLICANT:

Contact Name Jon Johnson

Company Aho Construction I, Inc.

Phone 360-254-0493

Email jonj@ahoconstruction.com

Complete Address 5512 NE 109th Ct., Suite 101, Vancouver, WA 98662

Signature 

*(Original Signature Required)*

### APPLICANT'S REPRESENTATIVE:

Contact Name Seth Halling

Company AKS Engineering & Forestry

Phone 360-882-0419

Email sethh@aks-eng.com

Complete Address 9600 NE 126th Avenue, Suite 2520, Vancouver, WA 98682

Signature 

*(Original Signature Required)*

### PROPERTY OWNER:

Contact Name Ronald & Ellen Waliezer (Signing Authority Granted to Aho Construction)

Company 33901 NW Pacific Hwy., La Center, WA 98629

Phone 360-977-1375

Email ronwaliezer@gmail.com

Complete Address 33901 NW Pacific Hwy., La Center, WA 98629

Signature 

*(Original Signature Required)*

## Development Proposal

**Project Name** Waliezer Subdivision

**Type(s) of Application** Pre-Application Conference

**Previous Project Name and File Number(s), if known** Waliezer Subdivision (2006-034-PAC)

**Pre-Application Conference Date and File Number** \_\_\_\_\_

### **Description of Proposal**

The applicant proposes to subdivide the 10.49 acre subject site into 36 single-family lots and construct the associated infrastructure to support the proposed development. The proposed average lot size for the project is 7,890 square feet. There are 40,555 square feet of wetland on site and this application proposes to fill 10,719 square feet.

### **Office Use Only**

**File #** \_\_\_\_\_

**Planner** \_\_\_\_\_

**Received By** \_\_\_\_\_

**Fees: \$** \_\_\_\_\_

**Date Received:** \_\_\_\_\_

**Date Paid:** \_\_\_\_\_

**Procedure:**  Type I  
 Type II  
 Type III  
 Type IV

**Receipt #** \_\_\_\_\_

**Notes** \_\_\_\_\_






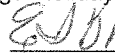
VACANT LAND PURCHASE AND SALE AGREEMENT  
GENERAL TERMS

Continued

- a. **Purchase Price.** Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement.
- b. **Earnest Money.** Buyer shall deliver the Earnest Money within 2 days after mutual acceptance to Selling Broker or to Closing Agent. If Buyer delivers the Earnest Money to Selling Broker, Selling Broker will deposit any check to be held by Selling Firm, or deliver any Earnest Money to be held by Closing Agent, within 3 days of receipt or mutual acceptance, whichever occurs later. If the Earnest Money is held by Selling Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Selling Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Selling Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Selling Firm is over \$10,000.00 Buyer has the option to require Selling Firm to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Selling Firm must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Selling Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Selling Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein.

Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. If either party fails to execute the release form, a party may make a written demand to the Closing Agent for the Earnest Money. Pursuant to RCW 64.04, Closing Agent shall deliver notice of the demand to the other party within 15 days. If the other party does not object to the demand within 20 days of Closing Agent's notice, Closing Agent shall disburse the Earnest Money to the party making the demand within 10 days of the expiration of the 20 day period. If Closing Agent timely receives an objection or an inconsistent demand from the other party, Closing Agent shall commence an interpleader action within 60 days of such objection or inconsistent demand, unless the parties provide subsequent consistent instructions to Closing Agent to disburse the earnest money or refrain from commencing an interpleader action for a specified period of time. Pursuant to RCW 4.28.080, the parties consent to service of the summons and complaint for an interpleader action by first class mail, postage prepaid at the party's usual mailing address or the address identified in this Agreement. If the Closing Agent complies with the preceding process, each party shall be deemed to have released Closing Agent from any and all claims or liability related to the disbursement of the Earnest Money. If either party fails to authorize the release of the Earnest Money to the other party when required to do so under this Agreement, that party shall be in breach of this Agreement. For the purposes of this section, the term Closing Agent includes a Selling Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to \$500.00 for the costs thereof.

- c. **Condition of Title.** Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Monetary encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title. If the Property has been short platted, the Short Plat number is in the Legal Description.
- d. **Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of standard form owner's policy of title insurance from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed. The Title Insurance Company shall send a copy of the preliminary commitment to Seller, Listing Broker, Buyer and Selling Broker. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in said standard form and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title.
- e. **Closing and Possession.** This sale shall be closed by the Closing Agent on the Closing Date. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. If the Closing Date falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the

	06/15/2016		06/15/2016		06/15/2016		06/15/2016
Buyer's Initials	Date	Buyer's Initials	Date	Seller's Initials	Date	Seller's Initials	Date

**VACANT LAND PURCHASE AND SALE AGREEMENT  
GENERAL TERMS**

*Continued*

county recording office is closed. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller shall maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is entitled to possession. Seller shall not enter into or modify existing leases or rental agreements, service contracts, or other agreements affecting the Property which have terms extending beyond Closing without first obtaining Buyer's consent, which shall not be unreasonably withheld.

f. **Section 1031 Like-Kind Exchange.** If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange.

g. **Closing Costs and Prorations and Charges and Assessments.** Seller and Buyer shall each pay one-half of the escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, and lienable homeowner's association dues shall be prorated as of Closing. Buyer shall pay Buyer's loan costs, including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay such delinquencies at Closing from money due, or to be paid by, Seller. Buyer shall pay for remaining fuel in the fuel tank if, prior to Closing, Seller obtains a written statement from the supplier as to the quantity and current price and provides such statement to the Closing Agent. Seller shall pay all utility charges, including unbilled charges. Unless waived in Specific Term No. 11, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller shall provide the names and addresses of all utilities providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent).




Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that are or become due on or before Closing. Charges levied before Closing, but becoming due after Closing shall be paid as agreed in Specific Term No.12.

h. **Sale Information.** Listing Broker and Selling Broker are authorized to report this Agreement (including price and all terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, and others related to this Sale, to furnish the Listing Broker and/or Selling Broker, on request, any and all information and copies of documents concerning this sale.

i. **Seller Citizenship and FIRPTA.** Seller warrants that the identification of Seller's citizenship status for purposes of U.S. income taxation in Specific Term No. 13 is correct. Seller shall execute a certification (NWMLS Form 22E or equivalent) under the Foreign Investment In Real Property Tax Act ("FIRPTA") at Closing and provide the certification to the Closing Agent. If Seller is a foreign person for purposes of U.S. income taxation, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.

j. **Notices.** In consideration of the license to use this and NWMLS's companion forms and for the benefit of the Listing Broker and the Selling Broker as well as the orderly administration of the offer, counteroffer or this agreement, the parties irrevocably agree that unless otherwise specified in this Agreement, any notice required or permitted in, or related to, this Agreement (including revocations of offers or counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed given only when the notice is received by Seller, by Listing Broker or at the licensed office of Listing Broker. Notices to Buyer must be signed by at least one Seller and shall be deemed given only when the notice is received by Buyer, by Selling Broker or at the licensed office of Selling Broker. Receipt by Selling Broker of a Form 17 or 17C (whichever is applicable), Public Offering Statement or Resale Certificate, homeowners' association documents provided pursuant to NWMLS Form 22D, or a preliminary commitment for title insurance provided pursuant to NWMLS Form 22T shall be deemed receipt by Buyer. Selling Broker and Listing Broker have no responsibility to advise of receipt of a notice beyond either phoning the party or causing a copy of the notice to be delivered to the party's address shown on this Agreement. Buyer and Seller must keep Selling Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice.

k. **Computation of Time.** Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less, except for any time period relating to the Possession Date, shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday,

	06/15/2016		06/15/2016		06/15/2016		06/15/2016
Buyer's Initials	Date	Buyer's Initials	Date	Seller's Initials	Date	Seller's Initials	Date




VACANT LAND PURCHASE AND SALE AGREEMENT  
GENERAL TERMS


Continued

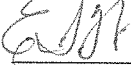
Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, shall occur on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. If the parties agree upon and attach a legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement.

- l. Facsimile or E-mail Transmission.** Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, or the Closing Agent, the parties will confirm facsimile transmitted signatures by signing an original document. E-mail transmission of any signed original document or a direct link to such document, and retransmission of any such e-mail, shall be the same as delivery of an original, provided that the e-mail is sent to both Selling Broker and Selling Firm or both Listing Broker and Listing Firm at the e-mail addresses on page one of this Agreement. At the request of either party, or the Closing Agent, the parties will confirm e-mail transmitted signatures by signing an original document.
- m. Integration and Electronic Signatures.** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature.
- n. Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on the first page of this Agreement.
- o. Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 7, shall apply:
  - i. Forfeiture of Earnest Money.** That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure.
  - ii. Seller's Election of Remedies.** Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.
- p. Professional Advice and Attorneys' Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement the prevailing party is entitled to reasonable attorneys' fees and expenses.
- q. Offer.** Buyer shall purchase the Property under the terms and conditions of this Agreement. Seller shall have until 9:00 p.m. on the Offer Expiration Date to accept this offer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by Buyer, by Selling Broker or at the licensed office of Selling Broker. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- r. Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of the Seller's name and the Seller's warranty of citizenship status, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, the other party's broker, or at the licensed office of the other party's broker. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- s. Offer and Counteroffer Expiration Date.** If no expiration date is specified for an offer/counteroffer, the offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn.
- t. Agency Disclosure.** Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) and Selling Broker's Managing Broker (if any) represent the same party that Selling Broker represents. Listing Firm, Listing Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Selling Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. If Selling Broker and Listing Broker are the same person representing both parties then both Buyer and Seller confirm their consent to that person and his/her Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency."

 06/15/2016  
Buyer's Initials Date

06/15/2016  
Buyer's Initials Date

 06/15/2016  
Seller's Initials Date

 06/15/2016  
Seller's Initials Date

VACANT LAND PURCHASE AND SALE AGREEMENT  
GENERAL TERMS

Continued

u. **Commission.** Seller and Buyer shall pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Firm's commission shall be apportioned between Listing Firm and Selling Firm as specified in the listing. Seller and Buyer hereby consent to Listing Firm or Selling Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Firm and Selling Firm, as applicable, a portion of their funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Firm(s). In any action by Listing or Selling Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and Buyer agree that the Firms are intended third party beneficiaries under this Agreement.


v. **Feasibility Contingency.** It is the Buyer's responsibility to verify before the Feasibility Contingency Expiration Date identified in Specific Term No.15 whether or not the Property can be platted, developed and/or built on (now or in the future) and what it will cost to do this. Buyer should not rely on any oral statements concerning this made by the Seller, Listing Broker or Selling Broker. Buyer should inquire at the city or county, and water, sewer or other special districts in which the Property is located. Buyer's inquiry should include, but not be limited to: building or development moratoriums applicable to or being considered for the Property; any special building requirements, including setbacks, height limits or restrictions on where buildings may be constructed on the Property; whether the Property is affected by a flood zone, wetlands, shorelands or other environmentally sensitive area; road, school, fire and any other growth mitigation or impact fees that must be paid; the procedure and length of time necessary to obtain plat approval and/or a building permit; sufficient water, sewer and utility and any service connection charges; and all other charges that must be paid. Buyer and Buyer's agents, representatives, consultants, architects and engineers shall have the right, from time to time during and after the feasibility contingency, to enter onto the Property and to conduct any tests or studies that Buyer may need to ascertain the condition and suitability of the Property for Buyer's intended purpose. Buyer shall restore the Property and all improvements on the Property to the same condition they were in prior to the inspection. Buyer shall be responsible for all damages resulting from any inspection of the Property performed on Buyer's behalf. If the Buyer does not give notice to the contrary on or before the Feasibility Contingency Expiration Date identified in Specific Term No. 15, it shall be conclusively deemed that Buyer is satisfied as to development and/or construction feasibility and cost. If Buyer gives notice this Agreement shall terminate and the Earnest Money shall be refunded to Buyer, less any unpaid costs.

Seller shall cooperate with Buyer in obtaining permits or other approvals Buyer may reasonably require for Buyer's intended use of the Property; provided that Seller shall not be required to incur any liability or expenses in doing so.


w. **Subdivision.** If the Property must be subdivided, Seller represents that there has been preliminary plat approval for the Property and this Agreement is conditioned on the recording of the final plat containing the Property on or before the date specified in Specific Term No. 14. If the final plat is not recorded by such date, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.


x. **Information Verification Period and Property Condition Disclaimer.** Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

Buyer and Seller agree, that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations under this Agreement and that none of the Brokers has agreed to independently investigate or confirm any matter related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In addition, Brokers do not guarantee the value, quality or condition of the Property and some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. Brokers do not have the expertise to identify or assess defective products, materials, or conditions. Buyer is urged to use due diligence to inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of defective materials and evaluate the condition of the Property as there may be defects that may only be revealed by careful inspection. Buyer is advised to investigate whether there is a sufficient water supply to meet Buyer's needs. Buyer is advised to investigate the cost of insurance for the Property, including, but not limited to homeowner's, flood, earthquake, landslide, and other available coverage. Brokers may assist the parties with locating and selecting third party service providers, such as inspectors or contractors, but Brokers cannot guarantee or be responsible for the services provided by those third parties. The parties shall exercise their own judgment and due diligence regarding third-party service providers.

 06/15/2016  
Buyer's Initials Date

06/15/2016  
Buyer's Initials Date

 06/15/2016  
Seller's Initials Date

 06/15/2016  
Seller's Initials Date

**ADDENDUM / AMENDMENT TO PURCHASE AND SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated June 9, 2016 1  
between Aho Construction I, Inc and/or assigns ("Buyer") 2  
Buyer Buyer  
and Ronald J Waliezer Ellen I Waliezer ("Seller") 3  
Seller Seller  
concerning 33901 NW Pacific Hwy La Center Wa 98629 (the "Property"). 4  
Address City State Zip

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS: 5

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4.) Seller agrees to allow access to the property for the purpose of surveys, soil tests, any and all other tests and studies that may be necessary for the design of the project. 20  
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5.) Seller agrees that Buyer may pursue all entitlements, applications and permits necessary to develop the property. 23  
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[Redacted] 27  
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ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged. 31

[Signature] 06/15/2016  
Buyer's Initials Date

06/15/2016  
Buyer's Initials Date

[Signature] 06/15/2016  
Seller's Initials Date

[Signature] 06/15/2016  
Seller's Initials Date

**ADDENDUM / AMENDMENT TO PURCHASE AND SALE AGREEMENT**

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between Aho Construction I, Inc and/or assigns ("Buyer") 2  
Buyer Buyer  
and Ronald J Waliezer Ellen I Waliezer ("Seller") 3  
Seller Seller  
concerning 33901 NW Pacific Hwy La Center Wa 98629 (the "Property"). 4  
Address City State Zip

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS: 5

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ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged. 31

[Signature] 06/15/2016 06/15/2016 [Signature] 06/15/2016 [Signature] 06/15/2016  
Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

2.

## Fee Schedule

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**#4566 - Waliezer Subdivision**

<b>PRE-APPLICATION REVIEW FEES:</b>	
Pre-Application Conference Review	\$500.00
<b>Total</b>	<b>\$500.00</b>

### 3. **Contact Information**

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## PROJECT CONTACT INFORMATION

### **Owner:**

Ronald & Ellen Waliezer  
33901 NW Pacific Highway  
La Center, WA 98629  
360-977-1375  
Ronwaliezer@gmail.com

### **Applicant:**

Aho Construction I, Inc.  
Contact: Jon Johnson  
5512 NE 109<sup>th</sup> Court, Suite 101  
Vancouver, WA 98662  
360-254-0493  
Jonj@ahoconstruction.com

### **Applicant's Representative:**

AKS Engineering & Forestry  
Contact: Seth Halling, P.E.  
9600 NE 126<sup>th</sup> Avenue, Suite 2520  
Vancouver, WA 98682  
360-882-0419  
sethh@aks-eng.com

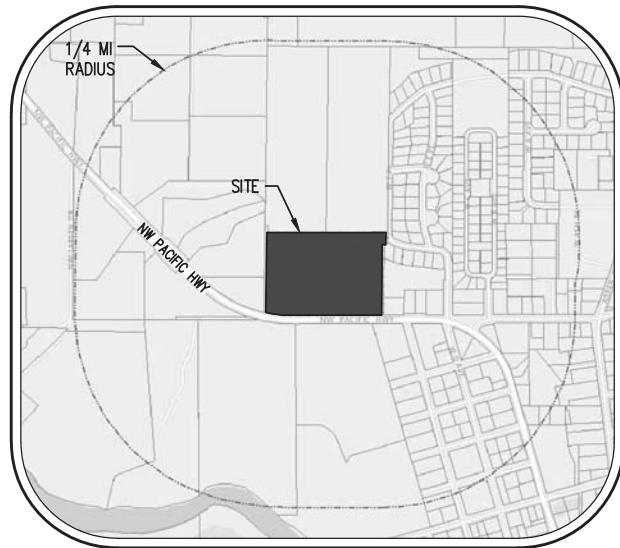
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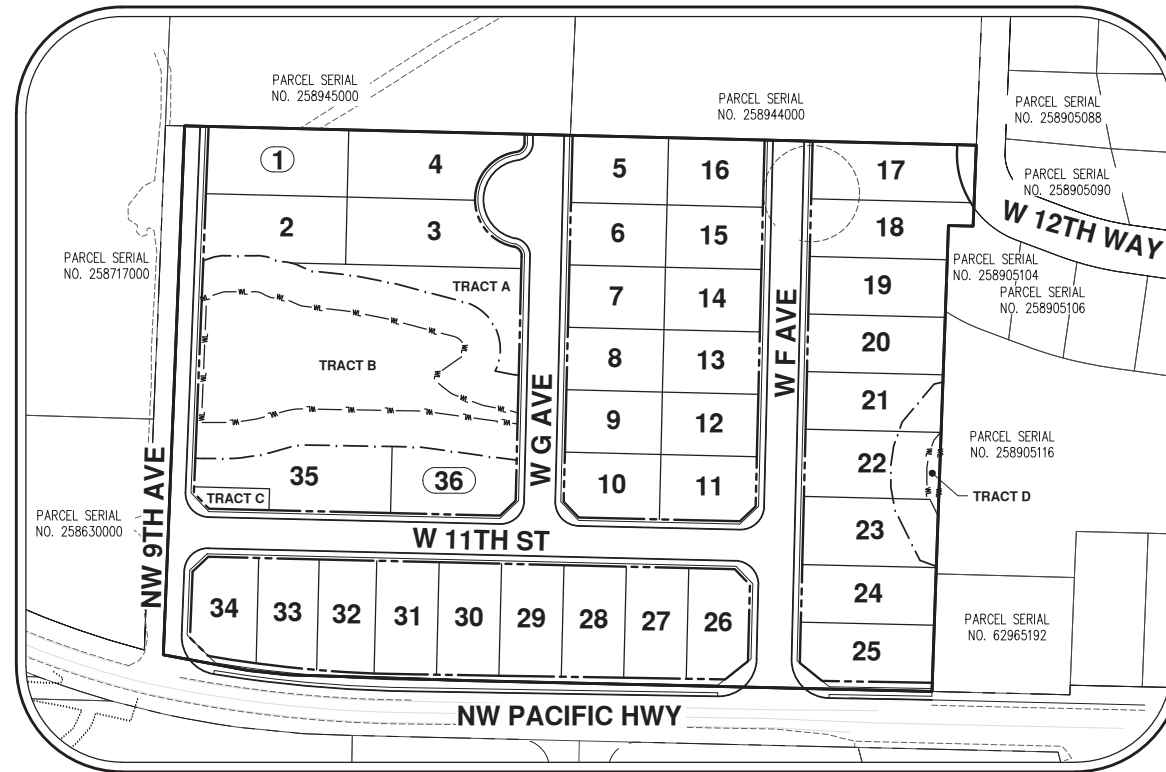
## 4. Pre-Application Plans (11"x17")

# WALIEZER SUBDIVISION

## PRE-APPLICATION PLANS



**SITE MAP**  
N.T.S.



**SITE MAP**  
SCALE: 1"=100'

**OWNER**  
RONALD & ELLEN WALIEZER  
33901 NW PACIFIC HIGHWAY  
LA CENTER, WA 98629  
PH: 360-977-1375  
E-MAIL: RONWALIEZER@GMAIL.COM

**APPLICANT**  
AHO CONSTRUCTION  
CONTACT: JON JOHNSON  
5512 NE 109TH COURT, SUITE 101  
VANCOUVER, WA 98662  
PH: 360-254-0493  
E-MAIL: JONJ@AHOCONSTRUCTION.COM

**CONTACT**  
AKS ENGINEERING & FORESTRY, LLC.  
CONTACT: SETH HALLING, P.E.  
9600 NE 126TH AVENUE, SUITE 2520  
VANCOUVER, WA 98682  
PH: 360-882-0419  
FAX: 360-882-0426  
E-MAIL: SETHH@AKS-ENG.COM

**PROPERTY DESCRIPTION**  
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 34,  
TOWNSHIP 5 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN,  
LA CENTER, WASHINGTON.  
PROPERTY SERIAL #'S 258921-000 & 258902-000.

**EXISTING LAND USE**  
SINGLE FAMILY RESIDENCE & AGRICULTURE

**PROJECT PURPOSE**  
36 LOT SUBDIVISION

**SITE AREA**  
457,036 SF (10.49 AC)

### LEGEND

EXISTING	PROPOSED	EXISTING	PROPOSED
DECIDUOUS TREE	●	○	●
CONIFEROUS TREE	★	○	●
FIRE HYDRANT	⊕	○	●
WATER BLOWOFF	⊕	○	●
WATER METER	⊕	○	●
WATER VALVE	⊕	○	●
DOUBLE CHECK VALVE	⊕	○	●
AIR RELEASE VALVE	⊕	○	●
SANITARY SEWER CLEAN OUT	○	○	●
SANITARY SEWER MANHOLE	○	○	●
SIGN	⊕	○	●
STREET LIGHT	☆	○	●
MAILBOX	⊕	○	●
STORM SEWER CLEAN OUT	○	○	●
STORM SEWER CATCH BASIN	○	○	●
STORM SEWER AREA DRAIN	○	○	●
STORM SEWER MANHOLE	○	○	●
GAS METER	⊕	○	●
GAS VALVE	⊕	○	●
GUY WIRE ANCHOR	⊕	○	●
POWER POLE	⊕	○	●
POWER VAULT	⊕	○	●
POWER JUNCTION BOX	⊕	○	●
POWER PEDESTAL	⊕	○	●
COMMUNICATIONS VAULT	⊕	○	●
COMMUNICATIONS JUNCTION BOX	⊕	○	●
COMMUNICATIONS RISER	⊕	○	●

	EXISTING	PROPOSED
RIGHT-OF-WAY LINE	---	---
BOUNDARY LINE	---	---
PROPERTY LINE	---	---
CENTERLINE	---	---
DITCH	---	---
CURB	---	---
EDGE OF PAVEMENT	---	---
EASEMENT	---	---
FENCE LINE	---	---
GRAVEL EDGE	---	---
POWER LINE	---	---
OVERHEAD WIRE	---	---
COMMUNICATIONS LINE	---	---
FIBER OPTIC LINE	---	---
GAS LINE	---	---
STORM SEWER LINE	---	---
SANITARY SEWER LINE	---	---
WATER LINE	---	---

### SHEET INDEX

- PA1.0 COVER SHEET
- PA2.0 EXISTING CONDITIONS PLAN
- PA3.0 PROPOSED DEVELOPMENT PLAN

AKS ENGINEERING & FORESTRY, LLC  
9600 NE 126TH AVE, STE 2520  
VANCOUVER, WA 98682  
P: 360.882.0419  
F: 360.882.0426  
aks-eng.com

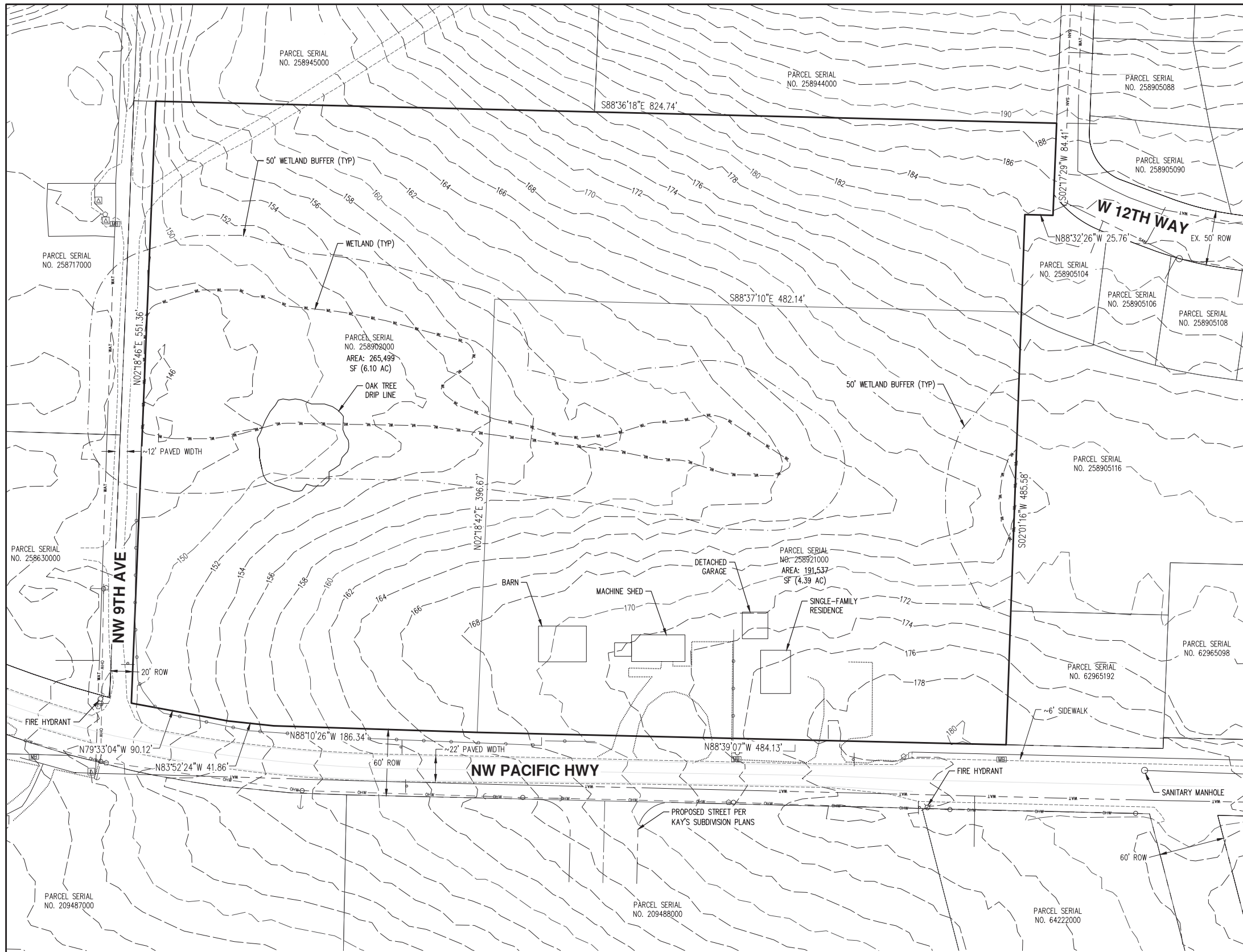
**WALIEZER SUBDIVISION**  
**PRE-APPLICATION PLANS**  
**LA CENTER WASHINGTON**  
SW 1/4, SEC 34, T5N, R1E, W1M

**COVER SHEET**

DESIGNED BY: DAW  
DRAWN BY: TJW  
CHECKED BY: SMH  
SCALE: AS NOTED  
DATE: 08/04/16

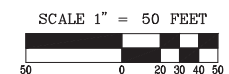
**PRELIMINARY**

REVISIONS  
JOB NUMBER  
**5466**  
SHEET  
**PA1.0**



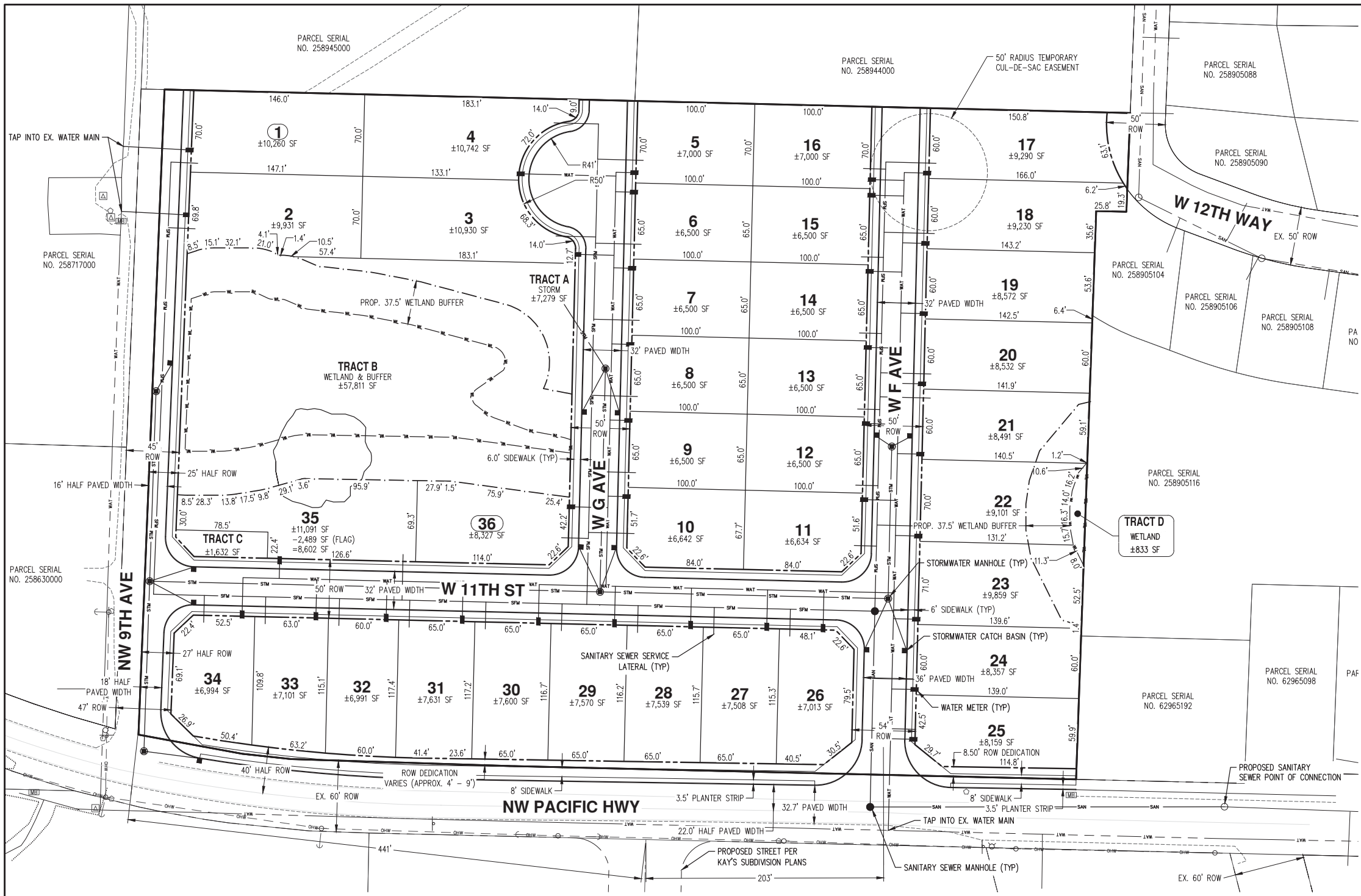
**NOTES**

1. THE SITE CONSISTS OF PARCEL #'S 258921-000 & 258902-000.
2. EXISTING ZONE DESIGNATION IS LDR-7.5.
3. TOPOGRAPHY IS AT 2 FOOT INTERVALS PER CLARK COUNTY GIS.
4. NO WATER COURSES, FLOODPLAINS, SHORELINES, UNSTABLE SLOPES, LANDSLIDE HAZARD AREAS, KNOWN HISTORIC, CULTURAL, OR ARCHAEOLOGICAL RESOURCES ARE KNOWN TO EXIST ON SITE.
5. WETLANDS EXIST ON SITE BASED ON WETLAND DELINEATION PERFORMED BY OTHERS.
6. THERE ARE NO C-TRAN ROUTES WITHIN A QUARTER MILE OF THE SITE.
7. THERE IS A SINGLE FAMILY RESIDENCE ON PARCEL SERIAL NO. 258921-000.
8. THERE ARE NO KNOWN ROADS WITHIN 500' PROVIDING ACCESS TO THE SITE THAT ARE IN EXCESS OF 15%.
9. THERE ARE NO BICYCLE FACILITIES ON OR WITHIN 100 FEET OF THE SITE.
10. THERE ARE NO PEDESTRIAN FACILITIES ON SITE, BUT THERE IS AN APPROXIMATELY 6' SIDEWALK EAST OF THE SITE ALONG NW PACIFIC HIGHWAY.
11. PER CLARK COUNTY GIS, THERE IS A SEPTIC SYSTEM ON SITE WITHIN PARCEL #258921-000, AND ALSO ON ADJACENT PARCEL #'S 258944-000, 258945-000, 258717-000, AND 209487-000.
12. PER CLARK COUNTY GIS, THERE ARE NO WATER WELLS ON SITE, BUT THERE IS ONE ON PARCEL # 258944-000.
13. THE EXISTING SURFACE MATERIAL OF NW PACIFIC HIGHWAY IS ASPHALT.
14. THE EXISTING SURFACE MATERIAL OF NW 9TH AVENUE IS ASPHALT.
15. EXISTING BUILDINGS AND ASSOCIATED FOUNDATIONS, DECKS, AND UTILITIES ON SITE WILL BE DEMOLISHED.



**WALIEZER SUBDIVISION  
 PRE-APPLICATION PLANS  
 LA CENTER  
 SW 1/4, SEC 34, T5N, R1E, W1M  
 258921-000, 258902-000**

**PROPOSED  
 IMPROVEMENTS PLAN**



**NOTES**

- TRACT B AREA INCLUDES A WETLAND (29,003 SF) AND 37.5' BUFFER (28,808 SF). TRACT D AREA INCLUDES WETLAND ONLY (833 SF).
- TOTAL WETLAND FILL AREA OF 10,719 SF.
- PROPOSED SURFACE MATERIAL FOR ALL PROPOSED ROADS IS ASPHALT.
- ALL LOTS TO BE SERVICED BY CPU WATER FROM THE EXISTING MAIN IN NW PACIFIC HIGHWAY AND NW 9TH AVENUE.
- ALL LOTS TO BE CONNECTED TO CITY OF LA CENTER SEWER FROM THE PROPOSED EXTENSION OF THE EXISTING MAIN IN NW PACIFIC HIGHWAY.
- EACH LOT'S SANITARY SEWER SERVICE LATERAL CONNECTED TO FORCE MAIN TO UTILIZE A GRINDER.
- STORMWATER WILL BE TREATED, DETAINED, AND RELEASED WITHIN THE EXISTING WETLAND ON SITE PER LA CENTER STANDARDS.
- NO BICYCLE OR PEDESTRIAN IMPROVEMENTS ARE PROPOSED OUTSIDE THE RIGHT-OF-WAY.
- LOTS 1, 2, AND 35 SHALL GAIN ACCESS FROM NW 9TH AVENUE.
- LOTS 3-10, AND 36 SHALL GAIN ACCESS FROM PROPOSED NW 10TH AVENUE.
- LOTS 11-25 SHALL GAIN ACCESS FROM PROPOSED NW 11TH AVENUE.
- LOTS 26-34 SHALL GAIN ACCESS FROM PROPOSED NW 12TH STREET.

**SITE STATISTICS**

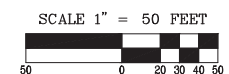
GROSS AREA:	457,036 SF (10.49 AC)
ROW AREA:	102,969 SF (2.36 AC)
TRACT AREA:	67,555 SF (1.55 AC)
NET AREA:	286,512 SF (6.58 AC)

**LOT STATISTICS**

NET AREA:	286,512 SF (6.58 AC)
FLAG LOT POLE AREA:	2,489 SF (0.06 AC)
LOT AREA:	284,023 SF (6.52 AC)
PROPOSED LOTS:	36
MIN. AVG. LOT AREA:	6,750 SF (7,500 - 10%)
MAX. AVG. LOT AREA:	8,250 SF (7,500 + 10%)
PROPOSED AVERAGE LOT SIZE:	7,890 SF (284,023/36)

**WETLAND STATISTICS**

GROSS AREA:	40,555 SF (0.93 AC)
PROPOSED FILL AREA:	10,719 SF (0.25 AC)
NET WETLAND AREA:	29,836 SF (0.68 AC)



DESIGNED BY:	DAW
DRAWN BY:	TJW
CHECKED BY:	SMH
SCALE:	AS NOTED
DATE:	08/04/16

**PRELIMINARY**

REVISIONS	

JOB NUMBER  
**5466**

SHEET  
**PA3.0**

## 5. Subject Site Legal Description

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Exhibit A

The South 594 feet of that portion of the Southwest quarter of the Southwest quarter of Section 34, Township 5 North, Range 1 East of the Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at the Southwest corner of said Section 34; thence North 28.375 chains, more or less, to a point 11.625 chains South of the Northwest corner of said Southwest quarter of said Section 34; thence East, 12.80 chains; thence South, 28.375 chains, more or less, to the Southerly line of said Section; thence West, 12.80 chains to the point of Beginning.

EXCEPT 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:

BEGINNING at the Northwest corner of that certain tract of land conveyed to Donald C. Avery, Jr. and Marjorie Avery, husband and wife, by Deed recorded under Auditor's File No. G 681816; thence West from said Northwest corner of the Avery Tract, 25.949 feet; thence South to a point 23.00 feet West of the Southwest corner of said Avery Tract, 25.49 feet; thence South to a point 23.00 feet West of the Southwest corner of said Avery Tract; thence East, 23.00 feet to a said Southwest corner; thence North along the West line of Donald C. Avery Tract to the Northwest corner thereof, and the True Point of Beginning.

EXCEPT any portion lying within the right of way of Pacific Highway.

## 6. Project Narrative

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## **A Pre-Application Narrative for Waliezer Subdivision**

### **Site**

The proposed development site is located at 33901 NW Pacific Highway, in La Center, Washington. The parcel numbers include in the project are 258921-000 and 258902-000. The site is approximately 10.49 acres in size. There is one existing residence and several outbuildings on site that will be demolished with the development. The site is zoned LDR-7.5. The site has approximately 800 feet of frontage on NW Pacific Highway and 550 feet of frontage on NW 9<sup>th</sup> Avenue. The site is surrounded by properties similarly zoned LDR-7.5, except for Parcel Number 258905-116, located along the subject site's eastern property line, which is zoned P/OS. According to the applicant's wetland biologist, there are two wetlands on site. The on-site wetlands total approximately 40,555 square feet. This application proposes to fill approximately 10,719 square feet of the western-most wetland and reduce the buffer to 37.5 feet.

### **Project Description**

The applicant proposes developing a 36-lot Subdivision. The proposed lots range in size from approximately 6,500 square feet to 10,930 square feet. Proposed frontage improvements to NW Pacific Highway include an 8-foot detached sidewalk, 3.5-foot planter strip, 22-foot half paved width, curb and gutter, and a 40-foot right-of-way half width. Project access is proposed from NW 9<sup>th</sup> Avenue and NW Pacific Highway.

### **Streets**

Proposed frontage improvements to NW Pacific Highway include an 8-foot detached sidewalk, 3.5-foot planter strip, 22-foot half paved width, curb and gutter, and a 40-foot right-of-way half width. Proposed frontage improvements to NW 9<sup>th</sup> Avenue include a 6-foot attached sidewalk, 18-feet tapering to 16-foot half paved width, and 27-feet transitioning to 25-feet of right-of-way half width. This application proposes to dedicate right-of-way on W 12<sup>th</sup> Way at the subject site's northeast corner. The applicant believes that they should not be required to construct any improvements on W 12<sup>th</sup> Way, because there is no essential nexus between the proposed development and W 12<sup>th</sup> Way. Internal streets are proposed to include 6-foot attached



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sidewalks, 32-foot pavement width, and 50-foot right-of-way. This application proposes NW 10<sup>th</sup> Avenue to temporarily terminate in an eyebrow with a 50-foot right-of-way radius and NW 11<sup>th</sup> Avenue to temporarily terminate with a temporary cul-de-sac, within a 50-foot radius easement until development on Parcel Number 258944-000 extends NW 11<sup>th</sup> Avenue.

## **Structures**

This application proposes to remove the existing on-site structures and no structures are proposed with this application. Detached single-family homes will be constructed on the proposed lots once the final plat is recorded.

## **Utilities**

All lots will be connected to public water provided by Clark Public Utilities and sanitary sewer provided by the City of La Center. Stormwater will be infiltrated on-site through the use of infiltration trenches and/or discharged to the on-site wetlands. Other utilities will be provided by their applicable companies.

## **Landscaping**

The site currently has trees, including a white oak, shrubs, and pasture grass. Native vegetation will be retained where possible.

## 7. Trip Generation Assessment

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## Memorandum

Date: August 3, 2016

To: Aho Construction  
5512 NE 109<sup>th</sup> Ct. Suite 101  
Vancouver, WA 98662

From: Seth Halling, PE

**RE: Trip Generation Assessment**  
Waliezer Subdivision  
Parcel #'s: 258921-000, 258902-000

The proposed development will consist of 36 single-family dwelling units. Using the trip generation rates from the ITE Trip Generation Manual (9<sup>th</sup> Edition, 2012) it has been determined that the site will generate 343 trips per weekday. In the AM peak hour a total of 27 trips will be generated. In the PM peak hour a total of 36 trips will be generated. The trip generation is documented in the following table.

ITE Land Use	Units (#)	Weekday						
		ADT	AM Peak Hour			PM Peak Hour		
			Total	Enter	Exit	Total	Enter	Exit
<i>Single-Family (#210)</i>	36							
Generation Rate		9.52	0.75	25%	75%	1.01	63%	37%
Site Trips		<b>343</b>	<b>27</b>	7	20	<b>36</b>	23	13

Source: *Trip Generation*, 9th Edition, ITE, 2012, average rates.