PRE-ANNEXATION DEVELOPMENT AGREEMENT

Grantors: Carlson Investments, LLC, a Washington limited liability company, Circle C Corporation, a Washington corporation, Lloyd L. Groat and Netta E. Groat, husband and wife, and Coramae Carlson, and Donald A Hetrick and Beverly Hetrick, husband and wife

Grantee: City of La Center, Washington

Abbreviated Legal: NW and SW Sec 9, T4N, R1E,
Assessor's Tax Parcel No(s.): 211215-000, 211235-000, 211226-000, 211224-000, 211209-000, 211242-000, 211266-000, 211243-000, 211258-000, 211262-000, 211245-000, 211225-000, 211264-000, 211263-000

Other Reference No(s.): NA

Effective Date: August 23, 2011

Parties:

CARLSON INVESTMENTS, LLC, a Washington limited liability company,

CIRCLE C CORPORATION, a Washington corporation,

LLOYD L. GROAT AND NETTA E. GROAT, husband and wife,

CORAMAE CARLSON,

DONALD A HETRICK AND BEVERLY HETRICK, husband and wife,

(hereinafter collectively referred to as "Circle C")

- 1 -
CITY OF LA CENTER, WASHINGTON,  
a municipal corporation  
214 East 4th Street  
La Center, Washington 98629  
(hereinafter referred to as "the City").

RECATALS

A. Carlson Investments, LLC ("Carlson") owns certain real property identified as Tax Parcel No's. 211215-000, 211235-000, 211226-000, 211224-000, 211209-000 and 211242-000. The Carlson property is legally described in Exhibit A.

B. Carlson Investments, LLC owns 50% interest and Lloyd L. Groat and Netta E. Groat own 50% interest ("Carlson/Groat"), in that certain real property identified as Tax Parcel No's. 211266-000, 211243-000, 211258-000, 211262-000 and 211245-000. The Carlson/Groat property is legally described in Exhibit A.

C. Carlson Investments, LLC owns 50% interest and Coramae Carlson owns 50% interest ("Carlson/Coramae"), in that certain real property identified as Tax Parcel No. 211225-000. The Carlson/Coramae property is legally described in Exhibit A.

D. Circle C Corporation ("Circle C") owns certain real property identified as Tax Parcel No's. 211264-000 and 211263-000. The Circle C property is legally described in Exhibit A.

E. Carlson, Carlson/Groat, Carlson/Coramae and Circle C shall hereinafter be referred to collectively as "Circle C", owners of that certain property located in the southeast quadrant of the La Center Junction, totaling approximately one hundred twenty (120) acres (the "Circle C Property"), as collectively described in Exhibit A.

F. The Circle C Property is currently zoned as set forth on that diagram set forth in Exhibit B.

G. Upon annexation, the industrial portion of the property will be changed to target industrial and the multifamily property in the northeast corner of the property will be processed for a change to a commercial zone, as set forth in Exhibit B, Zoning Map. The City will process the necessary zone changes and comprehensive plan amendment in the fourth quarter 2011.

H. Along with this Development Agreement, Circle C has submitted a notice of intent to the City for annexation of the Circle C Property into the city limits. The parties desire to enter into this Development Agreement to govern the development of the Circle C Property.
I. Pursuant to RCW 36.70B.170(1), the parties are authorized to enter into a Development Agreement that sets forth provisions that apply to and govern the development and use of the Circle C Property. Under this section, the City is specifically authorized to enter into a development agreement for real property outside its boundaries as part of a proposed annexation or a service agreement.

NOW, THEREFORE, the parties agree as follows:

1. **Recitals.** The recitals are hereby incorporated into the parties' agreement and shall be binding on the parties as terms of this Development Agreement.

2. **Purpose.** The purpose of this Development Agreement is to:

   2.1 Set forth the zoning that will govern the development of the Circle C Property.

   2.2 Establish certainty and predictability in the development review process.

3. **Property Governed.** This Development Agreement governs the development of the real property legally described in Exhibit A.

4. **Annexation.** The Circle C Property currently lies outside of the City limits. Concurrent with its approval of this Development Agreement, the City has adopted a resolution initiating the process to annex the Circle C Property as authorized by RCW Chapter 35A.14.

5. **Urban Holding Overlay.** Concurrently with the approval of this Development Agreement and rezoning of the Circle C Property, the City will remove the urban holding overlay to ensure that the Circle C Property is available for development.

6. **Multifamily Parcel Northeast Corner.** The multifamily parcel located in the northeast corner as identified on Exhibit B, will be rezoned and its comprehensive plan designation change from multi-family to commercial in the fall of 2011 as part of the City of La Center's annual comprehensive plan review process. At the time of the rezone, the parties will negotiate a Concomitant Rezone Agreement which will be consistent with this Agreement.

7. **Industrial Zoning.** The industrial portion of the Circle C Property will be zoned with the City's targeted industrial zone. So long as any uses for the Circle C Property will generate not less than eight (8) jobs per acre at initial use, any uses allowed in the general industrial zone will also be allowed on the Circle C Property, so long as the proposed use and development are consistent with other applicable site development, land use and environmental regulations, and La Center Engineering Standards for Construction.
8. **Septic and Sewer.** To the extent sewer is not available to the site, any development of the site may use an interim septic system so long as such system is technically approved for uses on the Circle C Property. When City sewer becomes available, the then current owner agrees to connect to the City sewer system at his or her expense.

9. **Fee Credits and Latecomer Fees.** Nothing contained in this Development Agreement shall relieve Circle C from paying impact fees and system development fees and nothing in the Development Agreement shall preclude Circle C from receiving impact fee credits (if any), connection charge and system development charge credits to the extent available under the terms of the applicable provisions of Washington State statutes and the La Center Municipal Code. The City agrees to process latecomer agreements if appropriate.

10. **Term.** The initial term of this Development Agreement shall be for fifteen (15) years from the effective date of this Agreement, with Circle C entitled to request an extension of the term subject to approval by the City by resolution.

11. **Required Public Hearing.** This Development Agreement is authorized by a Resolution of the City Council of the City of La Center following a hearing as required by RCW 36.70B.170.

12. **Default.** In the event either party fails to perform the terms and provisions of this Development Agreement, which failure continues uncured for a period of sixty (60) days following written notice from the other party (unless the parties have mutually agreed in writing to extend this period) shall constitute a default under this Agreement. Any notice of default shall specify the nature of the alleged default and, where appropriate, the manner in which the alleged default may be satisfactorily cured. If the nature of the alleged default is such that it cannot be reasonably cured within the sixty (60) day period, then the commencement of actions to cure the alleged default within the sixty (60) day period and diligent prosecution of such actions necessary to complete the cure of the alleged default, shall be deemed to be a cure within the sixty (60) day period. Upon a default of this Agreement that is not cured as provided above, the non-defaulting party may institute legal proceedings to enforce the terms of this Agreement. If the default is cured, then no default exists, and the noticing party shall take no further action.

13. **Remedies.** Either party may, in addition to any other rights or remedies, institute an action to cure, correct, or remedy any default; enforce any covenant or agreement set forth herein; enjoin any threatened or attempted violation of this Agreement, enforce by specific performance the obligations and rights of the parties to this Agreement, or obtain any remedies consistent with the foregoing and the purpose and intent of this Agreement. In the event of a dispute arising out of or relating to this Agreement, whether or not suit or other proceedings are commenced and whether in mediation, arbitration, at trial on appeal, or in administrative proceedings, the substantially prevailing party shall be entitled to its costs and expenses incurred, including reasonable attorney's fees. Venue shall be in Clark County, Washington.
14. **Negotiation and Arbitration.** The parties will try to resolve disputes through informal good faith negotiations, with either party having the right to declare an impasse in the informal negotiation. Disputes not resolved through negotiation or mediation will be resolved by arbitration, with each party choosing an arbitrator and two arbitrators choosing a third except that no claim may be arbitrated if the claim would be barred by the applicable statute of limitations application to judicial actions. The majority decision of the arbitrators will bind all parties. Unless awarded otherwise by a majority of the arbitrators, the parties will share equally the fees and expenses of the arbitrators. The arbitration will be conducted under RCW 7.04A, and the Superior Court Rules for Mandatory Arbitration (MAR). This dispute resolution clause shall survive termination of this Agreement.

15. **Serious Threat to Public Health.** Nothing contained in this Development Agreement shall preclude the City from exercising any and all rights it has under RCW 36.70B.170 to address issues of public health and safety. In the event the City is faced with an unforeseen serious and immediate threat to public health, safety and welfare directly affecting this project, the City may, upon notice to Circle C, enact new or different regulations applicable to the Property.

16. **Construction.** This Development Agreement sets forth the entire agreement of the parties. This Agreement shall be construed as a whole. No amendment, change or modification of any provision of this Agreement shall be valid unless set forth in writing and signed by both parties. To the extent of any conflict with any City regulations which may otherwise govern the Circle C Property, the terms and conditions of this Development Agreement shall prevail.

17. **Binding Effect.** This Development Agreement or a summary thereof, shall be recorded against the Property and shall run with the land, subject only to the express conditions or limitations of this Agreement, and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties. Upon assignment of this Development Agreement or the conveyance of any parcel of the Circle C Property to which this agreement is applicable, the assignee/grantee shall be deemed to assume all rights, obligations and liabilities set forth in this Agreement as they relate to such parcel.

18. **Cooperation.** Each party shall take such action (including, but not limited to the execution, acknowledgement and delivery of documents) as may reasonably be requested by the other party for the implementation or continuing performance of this Development Agreement. In the event of any administrative, legal or equitable action or other proceeding instituted by any person not a party to this Agreement challenging the validity of any provision of this Agreement, or any subsequent action taken consistent with this Agreement, the parties shall cooperate in defending such action or proceeding to settlement or final judgment, including all appeals. Each party shall select its own legal counsel and retain such counsel at its own expense.

19. **Transfer or Assignment.** Circle C shall have the right to assign or transfer all or any portion of its interest, rights obligations or responsibilities under this Development Agreement.
Agreement, including all development approvals and all subsequent actions, to third parties acquiring an interest in the Circle C Property or any portion thereof, including, without limitation, purchasers, or long-term ground lessees of individual lots, parcels or any lots, or facilities comprising a portion of the projects. Any such transfers shall not release Circle C from its obligations and responsibilities pursuant to this Agreement and any development approval unless the City has consented to such transfer in writing. In the event of a request for consent to a transfer, the City’s consent shall not be unreasonably withheld, conditioned or delayed. Provided City consent is obtained for a transfer, any transfer agreement or document may (i) release Circle C from obligations under this Agreement, including development approvals and any subsequent actions, that pertain to the portion of the Circle C Property being transferred, provided the transferee expressly assumes Circle C’s obligations and responsibilities; (ii) transfer to the transferee all vested rights to improve that portion of the Circle C Property being transferred; and (iii) may address any other matter deemed by Circle C or the City to be necessary or appropriate in connection with the transfer or assignment. Written notice of any proposed transfer or assignment for which consent from the City is sought shall be mailed to the City at least thirty (30) days in advance of the proposed date of transfer. Failure of the City to respond within the thirty (30) day period after receipt of a request by Circle C for such consent shall be deemed to be the City’s approval of the transfer in question. All benefits and burdens to the real property described herein are intended to and shall run with the land and shall be enforceable upon and for the benefit of subsequent owners and successors in interest to all or any portion of the Circle C Property.

20. Warranty of Circle C’s Authority. Circle C hereby warrants to the City that the undersigned is authorized to negotiate and execute this Development Agreement and to bind the Circle C Property and all fee owners subject to and contingent upon acquisition of the property by Circle C or its successors or assigns.

21. Warranty of City’s Authority. The City is delegated with authority pursuant to RCW 36.70B.170, et al., to enter into Development Agreements as a proper exercise of municipal police power and contract authority. This Agreement is entered into pursuant to said authority. It is hereby warranted that the undersigned Mayor has and is authorized to enter into this Agreement.

[Signature page follows]

DATED this 23rd day of August, 2011.

CITY OF LA CENTER, a municipal corporation

By: James  J. Snell
Title: Mayor

CARLSON INVESTMENTS, LLC, a Washington limited liability company

By: Coramae Carlson
Name: Coramae Carlson
Title: Manager
CIRCLE C CORPORATION, a
Washington corporation

By: Cora Carlson
Name: Cora Carlson
Title: President

ATTEST:
City Clerk

Approved as to form:

Exhibit Listing

Exhibit A  Legal Description of Circle C Property
Exhibit B  Zoning Map
Exhibit C  Concept Study 4, Carlson Property
State of Washington       
County of ___________    

I certify that I know or have satisfactory evidence that Coramae Carlson is
the person who appeared before me, and said person acknowledged that she signed this
instrument, on oath stated that she was authorized to execute the instrument and
acknowledged it as the Manager of Carlson Investments, LLC to be the free and voluntary
act of such party for the uses and purposes mentioned in the instrument.

Dated: ___________ 2011.

[Notary Seal]

DEBORAH G RAFFELSON
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
SEPTEMBER 10, 2014

[Signature]
Notary Public for Washington

[Signature]
Name of Notary
State of Washington )
County of Clark cowlitz ) ss.

I certify that I know or have satisfactory evidence that Lloyd L. Groat is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: August 22, 2011.

Notary Seal

[Seal Image]

Judy A. Bartlett
Notary Public for Washington

[Signature]

Name of Notary
State of Washington  
)  
) ss.  
County of Clark  Cow\l\l\l\z\l  

I certify that I know or have satisfactory evidence that Netta E. Groat is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated:  August 22  , 2011.

[Notary Seal]

[Signature of Notary]

Judy A. Bartlett  
Notary Public for Washington  
Name of Notary
State of Washington  
) 
) ss. 
County of [Blank]  
)

I certify that I know or have satisfactory evidence that Donald A. Hetrick is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: August 27th, 2011.

[Notary Seal]

Notary Public
State of Washington
TYSON D HAYES
My Appointment Expires Jul 23, 2014

Notary Public for Washington

[Signature]

Name of Notary
State of Washington )
County of Clark ) ss.

I certify that I know or have satisfactory evidence that Coramae Carlson is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: August 23rd, 2011.

Notary Seal

DEBORAH G RAFFELSON
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES SEPTEMBER 10, 2014

[Signature]
Notary Public for Washington
[Signature]
Name of Notary
State of Washington  )
County of        ) ss.

I certify that I know or have satisfactory evidence that Cora Carlson is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the President of Circle C Corporation to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: August 23rd, 2011.
State of Washington    

) ss.

County of CLARK    

I certify that I know or have satisfactory evidence that James T. Irish is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Mayor of the City of La Center to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 8-10-11

Cathy A. Winston

Notary Public for Washington

(Cathy A. Winston
(Printed or Stamped Name of Notary)
Residing at La Center, WA
My appointment expires: 11-11-18)
State of Washington

County of Clark

I certify that I know or have satisfactory evidence that Beverly Hetrick is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: August 23rd, 2011.
QUIT CLAIM DEED

Grantor: Coramab Carlson
Grantee: Carlson Investments, LLC, a Washington limited liability company, 50% interest
Legal Description: #23 Sec 9, T4N R1E WM 24.23A
Assessor's Tax Parcel ID#: 211225-000.0

THE GRANTOR, CORAMAB CARLSON, for good and valuable consideration, conveys and
quit claim to CARLSON INVESTMENTS, LLC, a Washington limited liability company, a fifty
percent (50%) interest in the following described real estate, situated in the County of Clark, State of
Washington, including any interest therein which grantor may hereafter acquire:

That portion of the South half of the South half of the Northwest quarter of Section 9,
Township 4 North, Range 1 East of the Willamette Meridian, Clark County, Washington,
lying East of the new Pacific Highway.

EXCEPT the South 140 feet hereof and

EXCEPT the public roads.

Situate in the County of Clark, State of Washington.

Dated this 24th day of November, 2003.

[Signature]
CORAMAB CARLSON

QUIT CLAIM DEED

EXHIBIT A
STATE OF WASHINGTON  

County of Clark  

On this 21st day of November, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared CORAMAD CARLSON to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.

[Signature]

Notary Public in and for the State of Washington, residing at Vancouver
My Commission Expires: 1-30-07

QUIT CLAIM DEED

EXHIBIT A
EXHIBIT A

That portion of the South half of the Northwest quarter of Section 9, Township 4 North, Range 1 East of the Willamette Meridian in Clark County, Washington, described as follows:

BEGINNING at the intersection of the Easterly line of the ESRI #1 (G85) with the South line of the Northwest quarter of said Section; thence North 17° 58' 30" West along the Easterly line of said Highway to a point that is 15 feet North measured at right angles from the South line of the Northwest quarter of said Section 9, said point being on the North line of a 15 foot strip conveyed to Clark County, Washington, per deed recorded under Auditor's File No. 1226229, said point being the true point of beginning; thence continuing North 17° 48' 30" West along the Easterly line of said Highway to a point that is 45 feet North measured at right angles to the South line of the Northwest quarter of said Section 9; thence Easterly parallel with the South line of the Northwest quarter of said Section, a distance of 360 feet, more or less; thence South in the South line of the Northwest quarter of Section 9; thence West to the Southeast corner of that section; 15 foot strip conveyed to Clark County, Washington; thence North along the East line of said strip, 15 feet; thence West to the true point of beginning.

EXCEPT that portion deeded to the State of Washington under Auditor's File Nos. G145417 and G 145418.

EXCEPT County Roads.

QUIT CLAIM DEED
EXHIBIT A

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

That portion of the South half of the South half of the Northwest quarter of Section 9, Township 4 North, Range 1 East of the Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at the intersection of the Easterly line of Primary State Highway No. 1 (SR-5) with the South line of the Northwest quarter of said Section; thence North 17° 58' 30" West along the Easterly line of said Highway to a point that is 15.00 feet North, measured at right angles, from the South line of the Northwest quarter of said Section; said point being on the North line of that certain 15.00 foot strip conveyed to Clark County, Washington, by deed recorded under Auditor's File No. D 26289; thence continuing North 17° 58' 30" West along the Easterly line of said Highway to a point that is 45.00 feet North, measured at right angles to the South line of the Northwest quarter of said Section 9, said point being the True Point of Beginning of the tract herein described; hence continuing North 17° 58' 30" West along the Easterly line of said Highway, a distance of 100.00 feet; thence East, parallel with the South line of the Northwest quarter of said Section, a distance of 250.00 feet; thence South, parallel with the East line of the Southwest quarter of the Northwest quarter of said Section, a distance of 95.00 feet, more or less, to a point that is 45.00 feet North of the South line of the Northwest quarter of said Section; thence West, a distance of 215.00 feet, more or less, to the True Point of Beginning.
EXHIBIT A

The South 160 feet of the Northwest Quarter of Section 9, Township 4 North, Range 1 East of the Willamette Meridian, in Clark County, Washington, lying East of the East line of Primary State Highway No. 1 (SR-5),

EXCEPT the East 2 acres thereof;

ALSO EXCEPT the portion of the South Half of the Northwest Quarter of Section 9, Township 4 North, Range 1 East of the Willamette Meridian, described as follows:

BEGINNING at the intersection of the Easterly line of Primary State Highway No. 1 (SR-5) with the South line of the Northwest Quarter of said Section; thence North 58° 30' West along the Easterly line of said Highway to a point that is 15.00 feet North, measured at right angles, from the South line of the Northwest Quarter of said Section; said point being on the North line of said curvia, 15.00 feet strip conveyed to Clark County, Washington, by deed recorded under Auditor’s File No. D 26269; thence continuing North 58° 30' West along the Easterly line of said Highway to a point that is 45.00 feet North, measured at right angles to the South line of the Northwest Quarter of said Section, said point being the True Point of Beginning of the tract herein described; thence continuing North 58° 30' West along the Easterly line of said Highway, a distance of 1500.00 feet; thence East, parallel with the South line of the Northwest Quarter of said Section, a distance of 250.00 feet; thence South, parallel with the East line of the Southwest Quarter of the Northwest Quarter of said Section, a distance of 95.00 feet, more or less, to a point that is 45.00 feet North of the South line of the Northwest Quarter of said Section; thence West, a distance of 219.00 feet, more or less, to the True Point of Beginning.

ALSO EXCEPT the portion described as Parcel III under Auditor’s File No. 8501086009, described as follows:

That portion of the South Half of the Northwest Quarter of Section 9, Township 4 North, Range 1 East of the Willamette Meridian, described as follows:

BEGINNING at the intersection of the Easterly line of the FSH #1 (SR-5) with the South line of the Northwest Quarter of said Section, thence North 58° 30' West along the Easterly line of said Highway to a point that is 15 feet North, measured at right angles from the South line of the Northwest Quarter of said Section, said point being on the North line of a 15 foot strip conveyed to Clark County, Washington, per deed recorded under Recording No. D 26269, said point being the True Point of Beginning; thence continue North 48° 30' West along the Easterly line of said Highway to a point that is 15 feet North, measured at right angles to the South line of the Northwest Quarter of said Section, thence Easterly parallel with the South line of the Northwest Quarter of said Section a distance of 360 feet, more or less, thence South to the South line of the Northwest Quarter of Section 9, thence West to the Southeast corner of that certain 15 foot strip conveyed to Clark County, Washington, thence North along the East line of said strip, 15 feet, thence West to the True Point of Beginning.

EXCEPT that portion devoted to the State of Washington under Recording Nos. G 145417 and G 145419.

EXCEPT County Roads.

TOGETHER WITH non-exclusive perpetual easement for ingress, egress and utilities as described under Auditor’s File No. 8501086010.

EXHIBIT A
EXHIBIT A

The East 2 acres of the following described tract:

The South 140 feet of the Northwest Quarter of Section 9, Township 4 North, Range 1 East of the Willamette Meridian, in Clark County, Washington, lying East of the East line of Primary State Highway No. 1 (SR-5).

EXCEPT that portion of the South Half of the South Half of the Northwest Quarter of Section 9, Township 4 North, Range 1 East of the Willamette Meridian, described as follows:

BEGINNING at the intersection of the Easterly line of Primary State Highway No. 1 (SR-5) with the South line of the Northwest Quarter of said Section; thence North 17° 58' 30" West along the Easterly line of said Highway to a point that is 15.00 feet North, measured at right angles, from the South line of the Northwest Quarter of said Section; said point being on the North line of that certain 15.00 foot strip conveyed to Clark County, Washington, by deed recorded under Auditor's File No. D 2621; thence continuing North 17° 58' 30" West along the Easterly line of said Highway to a point that is 45.00 feet North, measured at right angles to the South line of the Northwest Quarter of said Section, said point being the True Point of Beginning of the tract herein described; thence continuing North 17° 58' 30" West along the Easterly line of said Highway, a distance of 100.00 feet; thence East, parallel with the South line of the Northwest Quarter of said Section, a distance of 250.00 feet; thence South, parallel with the East line of the Southwest Quarter of the Northwest Quarter of said Section, a distance of 95.00 feet, more or less, to a point that is 45.00 feet North of the South line of the Northwest Quarter of said Section, thence West, a distance of 219.00 feet, more or less, to the True Point of Beginning.

TOGETHER WITH a non-exclusive perpetual easement for ingress, egress and utilities as described under Auditor's File No. 8501080610.
EXHIBIT A

Parcel 1

That portion of the North 126 feet (measured at right angles to the North line thence) of the Southwest quarter of Section 9, Township 4 North, Range 1 East of the Willamette Meridian in Clark County, Washington, lying Easterly of the State Road No. 5, being more particularly described as follows:

BEGINNING at the intersection of the North line of the Southwest quarter of said Section 9 with the Northeasternly right of way line of State Road No. 5 as now established; thence Southwesterly along said Northeasternly right-of-way line a distance of 42.40 feet to Highway Engineers Station 519+25; thence Southwesterly at right angles to the last distance said and call, a distance of 5.0 feet; thence from said Highway Engineers Station 519+25, Southwesterly along said Northeasternly right-of-way line a distance of 93 feet, more or less, to its intersection with a line that is measured parallel with and is 130 feet Southwesterly of and measured at right angles to the North line of the Southwest quarter of said Section 9; thence Easterly along said parallel line, which is 110 feet Southwesterly of the North line of said Southwest quarter, a distance of 314.52 feet; thence Northwesterly on a line that is measured at right angles to the North line of the Southwest quarter of said Section 9, a distance of 130 feet to a point on said North line; thence Westerly along said North line a distance of 151 feet, more or less, to the point of beginning.

EXCEPT that portion deeded to the State of Washington under Auditor's File No. G144915.

Parcel 2

That portion of the South 15 feet of the Southwest quarter of the Northwest quarter of Section 9, Township 4 North, Range 1 East of the Willamette Meridian, in Clark County, Washington, lying East of the East right-of-way line of Primary State Highway Commission Resolution No. 1696, dated December 70, 1965.

ALSO the South 15 feet of the West 1 rod of the Southeast quarter of the Northwest quarter of Section 9, Township 4 North, Range 1 East of the Willamette Meridian.

EXCEPT that portion deeded to the State of Washington under Auditor's File No. G145419.
EXHIBIT A

That portion of the Northwest quarter of Section 9, Township 4 North, Range 1 East of the Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at the Northeast corner of said Northwest quarter; thence South 67° 16' 16" feet; thence South 89° 54' 30" West 2166.76 feet, more or less, to the East line of Primary State Highway No. 2; thence Northwesterly, along the Easterly line of said Highway, 491.59 feet, more or less, to the Southwest corner of the tract surveyed to Cornelius Krater, et al., by deed recorded in Volume 360, page 514, under Auditor's File No. F-10512, records of said County; thence North 89° 55' 10" East, along the South line of said Krater tract, 931.79 feet, more or less, to the Southeast corner thereof; thence North 204.59 feet, along the East line of said Krater tract to the North line of said Northwest quarter; thence North 89° 55' 10" East, along said North line 1374.42 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM that portion with public roads.

AND EXCEPT the East 560 feet thereof.

Situate in the County of Clark, State of Washington.
AFTER RECORDED RETURN TO:

RANDALL E. FERGUSON
FERGUSON & SCHENFELD, PLLC
805 BROADWAY, SUITE 735
VANCOUVER, WA 98660

REAL ESTATE EXEMPT
Ch. 11 Rev. Laws 1951
EXEMPT
Data A-1-03
For Details of tax paid see

Affid. 
By 
Deputy

QUIT CLAIM DEED

Grantor: Coramae Carlson
Grantee: Carlson Investments, LLC, a Washington limited liability company
Legal Description: 305 Sec 9 TNR 12 WM 3.68 A
Assessor’s Tax Parcel ID#: 2111254-0000

THIS GRANTOR, CORAMAE CARLSON, for good and valuable consideration, conveys and quit claims to CARLSON INVESTMENTS, LLC, a Washington limited liability company, the following described real estate, situated in the County of Clark, State of Washington, including any interest therein, which grantor may hereafter acquire:

That portion of the Northwest Quarter of Section 9, Township 4 North, Range 1 East of the Willamette Meridian, described as follows: Beginning at the Southwest corner of the John W. Mason Tract, as described in contract of sale recorded in Volume D1 of Deeds, page 516, under Auditor’s File No. G12622, records of said County, said point being 678.16 feet, more or less, South of the Northeast corner of said Northwest Quarter; thence South along the East line of said Northwest Quarter, 418.00 feet; thence South 89° 54' West 1612.23 feet, more or less, to a point 418 feet East of the original easterly line of primary State Highway No. 1; thence North 209 feet; thence West to said original easterly line of primary State Highway No. 1; thence Northwesterly along said easterly line to the Southwest corner of said Mason Tract; thence North 89° 54' 30" East, along the South line of said Mason Tract 2166.76 feet, more or less, to the point of beginning.

EXCEPT that portion conveyed to the State of Washington for SR 5, by Deed recorded April 25, 1966 under Auditor’s File No. G144057.

Dated this 31 day of November, 2003,

CORAMAE CARLSON

QUIT CLAIM DEED

EXHIBIT A
STATE OF WASHINGTON  
County of Clark  

On this 30 day of November, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared CORAMAE CARLSON to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereeto affixed the day and year first above written.

[Signature]
Notary Public in and for the State of Washington, residing at Vancouver
My Commission Expires: 7/30/07

QUIT CLAIM DEED

EXHIBIT A
EXHIBIT A

That portion of the Northwest quarter of Section 9, Township 4 North, Range 1 East of the Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at a point on the East line of the Northwest quarter South 0° 10' East 1096.16 feet from the Northeast corner thereof and running thence South 0° 10' East 418 feet, more or less, to the Northeast corner of the tract conveyed to Emil Hardt, et al, by deed recorded under Auditor’s File No. E-68222; thence South 89° 53' 30" West along the North line of said Hardt tract 1460.00 feet, more or less, to a point on the West line of that certain tract of land conveyed to Circle “C” Corporation, by deed recorded under Auditor’s File No. E-045111B, said point being the TRUE Point of Beginning; thence continuing North 89° 53' 30" West along the North line of said Hardt tract 143.36 feet, more or less, to the East line of Primary State Highway No. 1; thence North 17° 58' 30" West along said Highway, 438.25 feet, more or less, to the South line of the tract conveyed to William B. Lamar, Jr., by deed recorded under Auditor’s File No. G-227948; thence North 89° 54' East 570.25 feet, more or less, to the West line of the said Circle “C” Corporation tract; thence South along said West line 418 feet to the True Point of Beginning.

Except Public Roads.

Situated in the County of Clark, State of Washington.
QUIT CLAIM DEED

GRANTOR: Coramae Carlson
GRANTEE: Carlson Investments, LLC, a Washington limited liability company
LEGAL DESCRIPTION: #12 Sec. 9, T4N R1W NE - 14.35A
ASSessor's Tax Parcel ID#: 211224-000.0

THE GRANTOR, CORAMAECARLSON, for good and valuable consideration, conveys and
quit claims to CARLSON INVESTMENTS, LLC, a Washington limited liability company, the following
described real estate, situated in the County of Clark, State of Washington, including any interest therein
which grantor may hereafter acquire:

BEGINNING at the Southeast corner of the North half of the Southeast quarter of the
Northwest quarter of Section 9, Township 4 North, Range 1 East of the Willamette
Meridian, Clark County, and running thence North 455 feet thence West to intersect
with the westerly boundary line of Primary State Highway No. 1, as established by deed
recorded in Book 592, page 529, Clark County Deed Records; thence in a Southwesterly
direction along said westerly boundary line to an intersection with the South line of the
North half of the Southwest quarter of the Northwest quarter of said Section 9; thence
East to the point of beginning.

EXCEPT the West 5 acres thereof, the East line of said West 5 acres being measured
parallel to the East line of the Northwest quarter.

Dated this 11/ day of November, 2003.

[Signature]
CORAMAECARLSON

QUIT CLAIM DEED

EXHIBIT A
STATE OF WASHINGTON  
County of Clark  

On this 8th day of November, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared CORAMAE CARLSON to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereunto affixed the day and year first above written.

Scott
Notary Public in and for the State of Washington, residing at Vancouver
My Commission Expires: 1-30-07

QUIT CLAIM DEED

EXHIBIT A
EXHIBIT A

That portion of the North half of the Southwest quarter of Section 9, Township 4 North, Range 1 East of the Willamette Meridian, lying East of the East line of Primary State Highway No. 1, as established by deed recorded under Auditor’s File No. 01-0578; EXCEPT the North 336 feet thereof, EXCEPT ALSO the South 726 feet thereof, EXCEPT ALSO public roads; SUBJECT TO easement for communication lines in favor of PACIFIC TELEPHONE & TELEGRAPH COMPANY dated May 10, 1929 and recorded on June 15, 1929 under Auditor’s File No. C74814; and SUBJECT TO easement for electric transmission and distribution line in favor of PUBLIC UTILITY DISTRICT NO. 1 OF CLARK COUNTY dated June 4, 1951 and recorded on June 8, 1951 under Auditor’s File No. C79030.
EXHIBIT A

The North 165 feet of the South 726 feet of the North half of the southwest quarter of the Section 9, Township 4 North, Range 1 East of the Willamette Meridian, lying East of the East line of Primary State Highway No. 1.


Together with an easement described as follows:

The East 30 feet of the following described real estate situated in Clark County, Washington:

Beginning at the quarter corner common to Section 9 and 16, Township 4 North, Range 1 East of the Willamette Meridian and running thence North a distance of 1316 feet; thence West a distance of 1168 feet; thence South 23° 48' East a distance of 263.5 feet; thence West 106 feet; thence South 17° 58' 30" East along the East boundary of the Pacific Highway a distance of 232.6 feet; thence North 72° 01' 30" East a distance of 100 feet; thence South 17° 58' 30" East a distance of 809.9 feet to the center line of the County Road; thence East along the center line of the County Road, a distance of 568 feet to the point of beginning and being a part of that tract of land described by Beatie V. White in W.H. Guilt as of Volume 324, page 552 of the Clark County, Wadlington Records of Deeds and containing 26.62 acres less 0.29 acres of the County Road. All in the Southeast quarter of the Southwest quarter of Section 9, Township 4 North, Range 1 East of the Willamette Meridian.

TOGETHER WITH:

The East 60 feet of the following described real estate situated in Clark County, Washington:

The East 776.5 feet of the following described property:

The South 561 feet of the North half of the Southwest quarter of Section 9, Township 4 North, Range 1 East of the Willamette Meridian, lying East of the East line of Primary State Highway No. 1 as established by deed recorded under Auditor's File No. G 140374.
QUITCLAIM DEED

THE GRANTOR, Carl R. Carlson and Corineae Carlson, husband and wife, in consideration of the sum of Ten Dollars and other valuable consideration in hand paid, receipt whereof is hereby acknowledged, do hereby convey and quitclaim unto

Circle "C" Corporation, a Washington corporation, Grantee, all of their interest, including any after acquired title, in the following described real property situated in Clark County, Washington, to-wit:

That portion of the Northwest quarter of Section 9, Township 4 North, Range 1 East of the Willamette Meridian in Clark County, Washington, described as

BEGINNING at the Northeast corner of the Northwest quarter of said Section 9; thence along the East line thereof 1,514.18 feet, more or less, to the Northeast corner of that tract conveyed to Emil Hardt, et al, by deed recorded under Auditor's File No. 2, 6928, records of Clark County, Washington; thence South 89° 52' 50" West along the North line of said Hardt tract 1,400 feet; thence North, parallel with the East line of the Northwest quarter of said Section 9, 1,184 feet, more or less, to the South line of that tract conveyed to Earl R. Carlson, et al, by deed recorded under Auditor's File No. 6, 25577, records of said county, said point to be designated as Point "A"; thence North parallel with the East line of the Northwest quarter of said Section 9, 4,184 feet, more or less, to the South line of that tract conveyed to Daniel L. Hallowsal, et al, by deed recorded under Auditor's File No. 5, 19870, records of said county; thence East along the South line of said Hallowsal 900 feet, more or less, to a point that is 360 feet West of the Southeast corner thereof; thence North, parallel with the East line of the Northwest quarter of said Section 9, to the North line thereof; thence East along the North line of the Northwest quarter of said Section 9 to the point of beginning.

EXCEPT that portion thereof, lying within 50 feet of 31st Street.

ALSO EXCEPT that portion thereof, as conveyed to Clark County, Washington, by deed recorded under Auditor's File No. 6, 4557, records of said county.

TOGETHER WITH an easement for ingress, egress and utilities over a strip of land 60 feet in width, the North line of which is described as follows:

- 1 -

EXHIBIT A
BEGINNING at Point "A" as described above and running thence West along the South line of said Carlson tract to the East line of Primary State Highway No. 1 and the eastern line of said South line description,
ALSO TOGETHER WITH an assessed value of said tract as described under Auditor's File No. 781102017.

IN WITNESS WHEREOF, the Grantors have hereunto set their
hands this 29th day of May, 1984.

[Signature]

[Stamp]

STATE OF WASHINGTON,
County of Clark

On this day before me personally appeared Carl R. Carlson and Corinne Carlson, husband and wife, to me known to be the
same persons named in and who executed the foregoing instrument
and acknowledged to me that they signed the same as their free
and voluntary act and deed for the uses and purposes therein
mentioned.

WITNESS my hand and seal this 29th day of May, 1984.

[Stamp]

[Signature]

HALL & HOLLAND
ATTORNEYS AT LAW
1039 Broadway
Vancouver, WA 98660

EXHIBIT A