

RESOLUTION NO. 1166

A RESOLUTION approving a Development Agreement between the City of Camas and CJ Dens Land Company LP superseding and replacing the Pre-Annexation Agreement dated May 22, 2008

WHEREAS, CJ Dens Land Company LP is the owner of certain real property located within the City of Camas and subject to a Pre-Annexation Agreement dated May 22, 2008 and recorded under Clark County Auditor's File No. 4458438; and

WHEREAS, the parties have negotiated a Development Agreement which is intended to supersede and replace the aforementioned Pre-Annexation Agreement; and

WHEREAS, the Development Agreement sets forth certain development standards that will govern the development of the property and sets forth the procedure for the submission of development applications consistent with the subsequent adoption by the City of additional planning; and

WHEREAS, the City Council has conducted a public hearing on the proposed Development Agreement on October 19, 2009, at which time it considered testimony from all interested parties; and

WHEREAS, the City Council finds that the agreement has been reviewed by the Director of Community Development and has been found to meet applicable planning requirements; and

WHEREAS, the City Council desires to approve the Development Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CAMAS AS FOLLOWS:

I

That certain Development Agreement between the City of Camas and CJ Dens Land Company LP relating to certain real property located within the City's municipal boundary is hereby approved, and the Mayor is authorized and instructed to sign the agreement on behalf of the City.

II

The Development Agreement shall be recorded with the Clark County Auditor, pursuant to the requirements of RCW 36.70(b).190.

ADOPTED BY THE COUNCIL OF THE CITY OF CAMAS AND APPROVED BY THE MAYOR this 19th day of December, 2009.

SIGNED: Paul Di

Mayor

ATTEST: John M. Dugan

Clerk

APPROVED as to form:

G. J. [Signature]
City Attorney

4629553 AGR

RecFee - \$76.00 Pages: 15 - CITY OF CAMAS
Clark County, WA 12/23/2009 11:07



After recording, return to:

LeAnne M. Bremer
500 Broadway Suite 400
Vancouver, WA 98660

Space Above for Recording Information Only

DEVELOPMENT AGREEMENT
CJ DENS LAND COMPANY LP

This Development Agreement ("Agreement") is made and entered into by and between the CITY OF CAMAS, a Washington Municipal Corporation (hereinafter referred to as the "City") and CJ DENS LAND COMPANY LP (hereinafter referred to as the "Owner") and shall be effective as of the last signed date below.

RECITALS

WHEREAS, Owner owns or controls certain real property which is located within the City's municipal boundary and which is more fully described in the attached Exhibit "A", commonly known at tax parcels 177905-000, 177906-000, 178172-000 and 178236-000 (hereinafter referred to as the "Property"); and

SEC 34 & 35 T2N R3E

WHEREAS, the City wishes to provide for additional infrastructure planning and the process for implementation of permanent zoning with respect to the Property; and

WHEREAS, the City and the Owner recognize this area will develop over a period of years and wish to provide predictability about the development standards that will apply to the area in order to increase efficient use of urban services and provide compatibility amongst the various properties within the area; and

WHEREAS, the City is a Washington Municipal Corporation with annexation powers, and land use planning and permitting authority over all land within its corporate limits; and

WHEREAS, the Washington State Legislature has authorized the execution of Development Agreements between local government and a person having ownership or control of real property within its jurisdiction pursuant to RCW 36.70B.170(1); and

WHEREAS, local governments may also enter into a Development Agreement for real property outside its boundaries as part of a proposed annexation or service agreement pursuant to RCW 36.70B.170(1); and

WHEREAS, pursuant to RCW 36.70B.170, a Development Agreement may set forth the development standards and other provisions that shall apply to, govern and vest the development, use and mitigation of the development of real property for the duration specified in the agreement; which statute provides:

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

WHEREAS, the legislative findings supporting the enactment of this section provides:

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

WHEREAS, for the purposes of this Development Agreement, "development standards" includes, but is not limited to, all of the standards listed in RCW 36.70B.170(3); and

WHEREAS, this Development Agreement by and between the City and the Owner relates to the zoning and future development of the Property; and,

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Development Agreement. This Agreement is a Development Agreement to be implemented under the authority of and in accordance with RCW 36.70B.170 through

RCW 36.70B.210. It shall become a contract between the Owner and the City upon its approval by ordinance or resolution following a public hearing as provided in RCW 36.70B.170.

Section 2. Definitions. As used in this Agreement, the following terms, phrases and words shall have the meanings and be interpreted as set forth in this Section.

“Adopting Resolution” means the Resolution which approves this Agreement, as required by RCW 36.70B.200.

“Effective Date” means the effective date established by the Adopting Resolution.

Section 3. Term of Agreement. This Agreement shall commence upon the Effective Date, and shall continue in force for a period of five (5) years; unless extended or terminated by mutual consent of the parties.

Section 4. Pre-Annexation Agreement. The parties agree that the Pre-Annexation Agreement dated May 22, 2008 and recorded against the Property under Clark County Auditor’s No. 4458438 is completely superseded by this Agreement and will no longer apply to the Property. The City agrees that it will accept development applications for proposed development on the Property once (1) this Development Agreement is executed by all parties; (2) the City adopts permanent zoning for the Property, except that it is agreed that the submission of any development application shall not compel the City to engage in any development review process as otherwise required by law until the following additional events occur:

- a. Funding, preparation and adoption of a new Transportation Impact Fee Study;
- b. Adoption by the City of a new impact fee schedule for the North Shore annexation area, based upon the Transportation Impact Fee Study pursuant to Subsection 4(a) herein; and
- c. Adoption by the City Council of an update to its water, sewer and transportation capital facilities plans.

The City, however, agrees to accept a pre-application to allow a development application to be subsequently filed and deemed fully complete. The parties agree that the submission of a Development Application shall not vest the application in the then applicable Capital Facility Plan for sewer, water, and transportation infrastructure; or for impact fees for transportation and the system development charges for water and sewer, until those plans are updated pursuant to this Section 4. Vesting for impact fees, taxes, permit application fees, utility fees, or system development charges shall be determined and calculated consistent with City of Camas provisions on the date such fee, charge or tax is triggered.

Section 5 Conceptual Master Plan. Attached as Exhibit "B" is a Conceptual Master Plan. The purpose of the plan is to provide the Parties with predictability regarding the future development of the Property and provide assurances to the City the property will be developed generally consistent with Capital Facility Plans, scenic views regulations, the adopted Parks Plan, Recreation and Open Space Plan, and consistent with the overall development pattern of the City. The Conceptual Master Plan identifies appropriate areas of development and potential densities consistent with the Comprehensive Plan designations previously adopted by the City for the property, and generally appropriate areas for view corridors, open space and shoreline regulation. The Conceptual Master Plan also identifies the general alignment of the arterial planned for the north annexation area along the northern property line of the Property where the alignment is consistent with other master plans developed for this area. The City recognizes that aligning the future arterial away from Lacamas Lake will support the desire to provide open spaces contemplated by the comprehensive plan. Future development of the Property shall be generally consistent with the Conceptual Master Plan unless otherwise altered through an approved development application.

Section 6 Storm Water Regulations.

Section 6.1 As relates to Stormwater Detention Standards only, during the term of this Agreement the property shall adhere to and be regulated by the rules and regulations and ordinances that are in effect on the effective date, namely, the Puget Sound Manual, February 1992. The Parties recognize that there may be opportunities for regional storm water strategies or facilities in the North Lacamas Lake area. The Parties agree to continue to explore with each other and with interested third parties options for regional storm water strategies / facilities in this area.

Section 6.2 The City shall have no liability for any damages or losses suffered by the Owner or the Owner's successors if a federal or state agency takes action that voids, nullifies or preempts the City's agreement to permit vesting under this development agreement. Owner and Owner's successors shall further indemnify and hold harmless the City of Camas from any and all liability, including third party liability, under any applicable state or federal regulations including, but not limited to, the Clean Water Act, for any actual or alleged violation of said regulations arising from the City's agreement to allow the vesting described in Section 6.1 or in the event said third party or agency challenges the adoption of this Development Agreement within the applicable timeframes. In such event, the City, in its sole discretion, may require the owner or the owner successors to post a bond in an amount deemed reasonably sufficient to cover all costs and expenses associated with any claim or action for liability as described herein, including reasonable attorney's fees to be incurred by the City in defending any third party claim. Upon notice of any claim or action for liability against City relating to this Section, the City shall timely notify Owner or Owner's successors of their duties for indemnification of the City. Within ten (10) days of such notice, Owner may, at Owner's sole discretion, revoke its vested rights to the City's current storm water standards arising under this section by giving written notice of such revocation to the City. Upon such revocation, the Owner shall have no further liability to the City or obligation to

indemnify the City, including any obligation to post the bond described in this Section. The Owner may choose to waive the vesting provided for in Section 6, if it notifies the City in writing. In that event, any fully complete development application submitted to the City and relating to the property, shall vest to the stormwater rules and regulations in effect at the time such application is submitted to the City. If the Owner chooses to waive the vesting provided for in Section 6.1, then all vested rights created in Section 6.1 shall become null and void.

Section 7 Streetscape. Owner agrees to incorporate into its development application submittal package streetscape standards for all streets within the Property addressing street specifications, tree spacing and species, sidewalk separation, trash receptacles, benches and other street amenities that will create an inviting, safe passage for not only vehicular but pedestrian traffic. Owner streetscape standards will be consistent with the streetscape standards identified in Exhibit "C" or to the adopted streetscape standards, at the City's sole discretion, at the time of development approval. At the time of application, Owner shall further be required to meet the current City minimum Street standards in CMC 17.19 and the Camas Design Standards Manual.

Section 8 Archaeological Pre-Determinations. For any development application relating to any portion of the Property, a pre-determination archaeological report shall accompany such application. Such report shall be prepared and reviewed in accordance with Camas Municipal Code 16.31.060. This requirement shall be superseded by any future archaeological regulations adopted by the City that implement a new archaeological predictive model.

Section 9 Significant Views: The property includes land that is recognized as an important scenic and forested backdrop to Lacamas Lake as viewed from roads and vistas around the lake, which in turn plays a role in defining the City's character. The parties agree that public views of Lacamas Lake and its natural backdrop are significant scenic views. As such, any development application under this agreement shall include a mitigation plan, prepared and reviewed in accordance with Municipal Code Chapter 16.33, which achieves the objective of maintaining this natural backdrop and view corridors generally delineated on Exhibit B. Compliance with this section shall include, but not be limited to, review of the view corridors delineated on Exhibit B in any development application for consistency with the policies under CMC Section 16.33.010(B) and may be conditioned or denied to mitigate views impacts consistent with CMC Section 16.33.010(B)(4), (5). The parties acknowledge that although the identified view corridors are subject to CMC 16.33, mitigation measures should not unreasonably impede the City's vision for this Property as set forth in the City's comprehensive plan.

Section 10. Shorelines: During the term of this Agreement, the Property will be subject to and regulated by the shoreline program, rules, regulations, and ordinances that are applicable to the Property and in effect on the Effective Date, and in addition the Owner agrees to comply with the Conservancy District standards contained in the City's 1998 Shoreline

Master Program. The Property will be subject to any new shoreline regulations adopted by the City after the effective date of this Agreement unless Owner earlier vests under the regulations in effect at the time a fully complete subdivision application is filed.

Section 11. Remedies. Should a disagreement arise between the City and Owner regarding the interpretation and application of this Agreement, the parties agree to attempt to resolve the disagreement by first meeting and conferring. If such meeting proves unsuccessful to resolve the dispute, the disagreement may be resolved by judicial action filed in the Clark County Superior Court.

Section 12. Performance. Failure by either party at any time to require performance by the other party of any of the provisions hereof shall in no way affect the parties' rights hereunder to enforce the same, nor shall any waiver by a party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.

Section 13. Venue. This Agreement shall be construed in accordance with and, governed by, the laws of the State of Washington. The parties agree to venue in the Superior Court for Clark County, State of Washington, to resolve any disputes that may arise under this Agreement.

Section 14. Severability. If any portion of this Agreement shall be invalid or unenforceable to any extent, the validity of the remaining provisions shall not be affected thereby.

Section 15. Inconsistencies. If any provisions of the Camas Municipal Code are deemed inconsistent with the provisions of this Agreement, the provisions of this Agreement shall prevail.

Section 16. Binding on Successors and Recording. This Agreement shall run with the land and be binding upon and inure to the benefit of Owner, the parties, and their respective heirs, successors and assigns. This Agreement shall be recorded against the real property indicated on Exhibit "A" with the Clark County Auditor.

Owner may sell or otherwise lawfully dispose of any portion of the Property to another person who, unless otherwise released by all parties, shall be subject to the applicable provisions of this Agreement related to such portion of the Property.

Section 17. Recitals. Each of the recitals contained herein are intended to be, and are incorporated as, covenants between the parties and shall be so construed.

Section 18. Amendments. This Agreement may only be amended by mutual agreement of the parties.

Exhibits:

Exhibit A: Legal Description of Property

RONDA L. SYVERSON
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
OCTOBER 18, 2010

Ronda L. Syverson

NOTARY PUBLIC for the State of Washington,
Residing in the County of Clark

My Commission Expires: 10/18/2010

EXHIBIT 'A'

DESCRIPTION:

PARCEL I

A portion of the East half of Section 34, Township 2 North, Range 3 East, Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at a concrete monument with brass cap marking the Northeast corner of Section 34, as shown in Book 39 of Surveys at page 173b, Clark County Auditor's Records, thence South $00^{\circ}15'46''$ East, 1319.52 feet to a 3/4 inch iron pipe at the Southeast corner of the Northeast quarter of the Northeast quarter of Section 34; thence South $89^{\circ}48'43''$ West, 175.00 feet to the TRUE POINT OF BEGINNING; thence continuing South $89^{\circ}45'43''$ West, 1146.39 feet to a 3/4 inch iron pipe at the Southeast corner of the "Laughlin tract" as described in Book 'Z' of Deeds at page 524, records of the Clark County Auditor; thence South $89^{\circ}46'35''$ West, along the South line of the "Laughlin tract", for a distance of 880.01 feet to a 1/2 inch iron rod (Survey 39-173b) at the Northeast corner of Parcel I of the "Mills Tract" as described under Clark County Auditor's File No. 8208200027; thence South $08^{\circ}47'06''$ East, 270.56 feet to a 1/2 inch iron rod (Survey 39-173b) at the Southeast corner of the "Mills tract", and on the Northerly right-of-way line of S.E. Leadbetter Road, along the arc of a 2885.59 foot radius curve to the left, (the radius point of which bears South $48^{\circ}14'55''$ West) through a central angle of $02^{\circ}22'55''$, for an arc distance of 120.38 feet; thence North $44^{\circ}08'00''$ West, 248.61 feet to the South line of the above mentioned "Laughlin tract"; thence South $89^{\circ}48'35''$ West, along the South line of the "Laughlin tract", for a distance of 41.64 feet to the centerline of S.E. Leadbetter Road; thence Southeasterly along the centerline of S.E. Leadbetter Road, South $44^{\circ}08'00''$ East, 277.49 feet; thence along the arc of a 2885.59 foot radius curve to the right, through a central angle of $05^{\circ}50'00''$ for an arc distance of 291.75 feet; thence South $38^{\circ}18'00''$ East 94.05 feet; thence along the arc of a 477.51 foot radius curve to the left, through a central angle of $29^{\circ}58'00''$, for an arc distance of 249.75 feet; thence South $88^{\circ}18'00''$ East, 259.91 feet; thence along the arc of a 572.70 foot radius curve to the left, through a central angle of $17^{\circ}40'00''$, for an arc distance of 176.59 feet; thence South $85^{\circ}56'00''$ East, 280.48 feet; thence along the arc of a 477.49 foot radius curve to the right, through a central angle of $34^{\circ}20'00''$, for an arc distance of 268.12 feet; thence South $51^{\circ}36'00''$ East, 478.82 feet; thence leaving the centerline of S.E. Leadbetter Road, North $00^{\circ}16'26''$ West, 38.42 feet to a 1/2 inch iron rod (Survey 39-173b) at the Southeast corner of the "Wildlife League tract" as described under Clark County Auditor's File No. 8812270188, on the Northerly right-of-way line of S.E. Leadbetter road; thence, Northwesterly along the Northerly right-of-way line of S.E. Leadbetter Road, North $51^{\circ}36'00''$ West, 452.82 feet; thence along the arc of a 507.48 foot radius curve to the left, through a central angle of $34^{\circ}20'00''$, for an arc distance of 304.10 feet; thence North $85^{\circ}56'00''$ West, 187.52 feet to a 1/2 inch iron rod (Survey 39-173b) at the Southwest corner of the "Wildlife League tract", thence, leaving the Northerly right-of-way line of S.E. Leadbetter Road, North $00^{\circ}17'47''$ West, 282.50 feet to a 1/2 inch iron rod (Survey 39-173b) at the Northwest corner of the "Wildlife League tract"; thence North $89^{\circ}45'43''$ East, along the North line of the "Wildlife League tract" for a distance of 250.00 feet to a 1/2 inch iron rod set in Book 44 of Surveys, page 122, at the Southwest corner of another "Wildlife League

tract" as described under Clark County Auditor's File No. 9704180180; thence North $00^{\circ}15'28''$ West 168.00 feet to a 1/2 inch iron rod (Survey 44-122) at the Northwest corner of the latter "Wildlife League tract"; thence North $89^{\circ}48'43''$ East, 579.50 feet to a 1/2 inch iron rod (Survey 44-122) at the Northeast corner of the latter "Wildlife League tract"; thence continuing North $89^{\circ}48'43''$ East, 316.00 feet; thence North $00^{\circ}09'10''$ West, 305.36 feet to the TRUE POINT OF BEGINNING.

EXCEPT any portion lying South of the North line of S.E. Leadbetter Road.

TOGETHER WITH an easement for road and utility purposes over, along and across the West 30 feet of the following described tract:

BEGINNING at a point which is North $89^{\circ}58'30''$ West, 1322.5 feet and South $0^{\circ}01'30''$ East, 2093.3 feet from corner common to Sections 26, 27, 34, 35, all in Section 34, Township 2 North, Range 3 East, Willamette Meridian; thence North $0^{\circ}01'30''$ West, 282.60 feet; thence North $89^{\circ}58'30''$ East 629.5 feet; thence South 260.4 feet; thence East 60 feet; thence South 200.0 feet; thence West 60 feet; thence South 224.92 feet to North boundary County Road, thence along the North boundary of right of way of said County Road to Point of Beginning.

PARCEL II

A portion of the West half of the West half of Section 35, Township 2 North, Range 3 East, Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at a concrete monument with brass cap marking the Northeast corner of Section 34, as shown in Book 39 of Surveys at page 173b, Clark County Auditor's Records, thence South $00^{\circ}16'48''$ East, 1319.52 feet to a 3/4 inch iron pipe at the Southeast corner of the Northeast quarter of the Northeast quarter of Section 34; thence North $89^{\circ}50'42''$ East along the South line of the Northwest quarter of the Northwest quarter of Section 35, for a distance of 230.82 feet to the TRUE POINT OF BEGINNING; thence South $00^{\circ}12'22''$ West, 1548.45 feet to the centerline of S.E. Leadbetter Road; thence, Southeasterly along the centerline of S.E. Leadbetter Road, South $70^{\circ}12'00''$ East, 205.00 feet; thence along the arc of a 572.80 foot radius curve to the right, through a central angle of $14^{\circ}15'00''$, for an arc distance of 142.48 feet; thence South $55^{\circ}57'$ East, 276.84 feet; thence, leaving said road centerline, North $00^{\circ}13'50''$ West, 1838.61 feet to the South line of the Northwest quarter of the Northwest quarter of Section 35; thence South $89^{\circ}50'42''$ West, 547.00 feet to the TRUE POINT OF BEGINNING.

EXCEPT any portion lying within SE Leadbetter Road.

PARCEL III

A portion of the West half of the West half of Section 35, Township 2 North, Range 3 East, Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at a concrete monument with brass cap marking the Northeast corner of Section 34, as shown in Book 33 of Surveys at page 173b, Clark County Auditor's Records thence South $00^{\circ}13'45''$ East, 1319.82 feet to a 3/4 inch iron pipe at the Southeast corner of the Northeast quarter of the Northeast quarter of Section 34; thence North $89^{\circ}50'42''$ East, along the South line of the Northwest quarter of the Northwest quarter of Section 35, for a distance of 777.92 feet to the TRUE POINT OF BEGINNING; thence South $00^{\circ}13'50''$ West, 1838.61 feet to the centerline of S.E. Leadbetter Road; thence, Southeasterly along the centerline of S.E. Leadbetter Road, South $55^{\circ}57'00''$ East, 360.00 feet; thence along the arc of a 934.92 foot radius curve to the right, through a central angle of $1^{\circ}16'14''$, for an arc distance of 21.18 feet to the Southeast corner of the "A1 tract" as described under Clark County Auditor's File No. E45408; thence, leaving said road centerline, North $00^{\circ}36'11''$ West, 732.67 feet to a 3/4 inch iron pipe at the Northwest corner of the "A1 tract" at a point on the South line of the Southwest quarter of the Northwest quarter of Section 35; thence North $89^{\circ}51'44''$ East, along the South line of the Southwest quarter of the Northwest quarter of Section 35, for a distance of 233.88 feet to a 1-1/4 inch iron bar at the Southeast corner of the Southwest quarter of the Northwest quarter of Section 35; thence North $00^{\circ}07'57''$ West, 1320.81 feet to a 1/2 inch iron rod at the Southeast corner of the Northwest quarter of the Northwest quarter of Section 35; thence South $89^{\circ}50'42''$ West, 548.00 feet to the TRUE POINT OF BEGINNING.

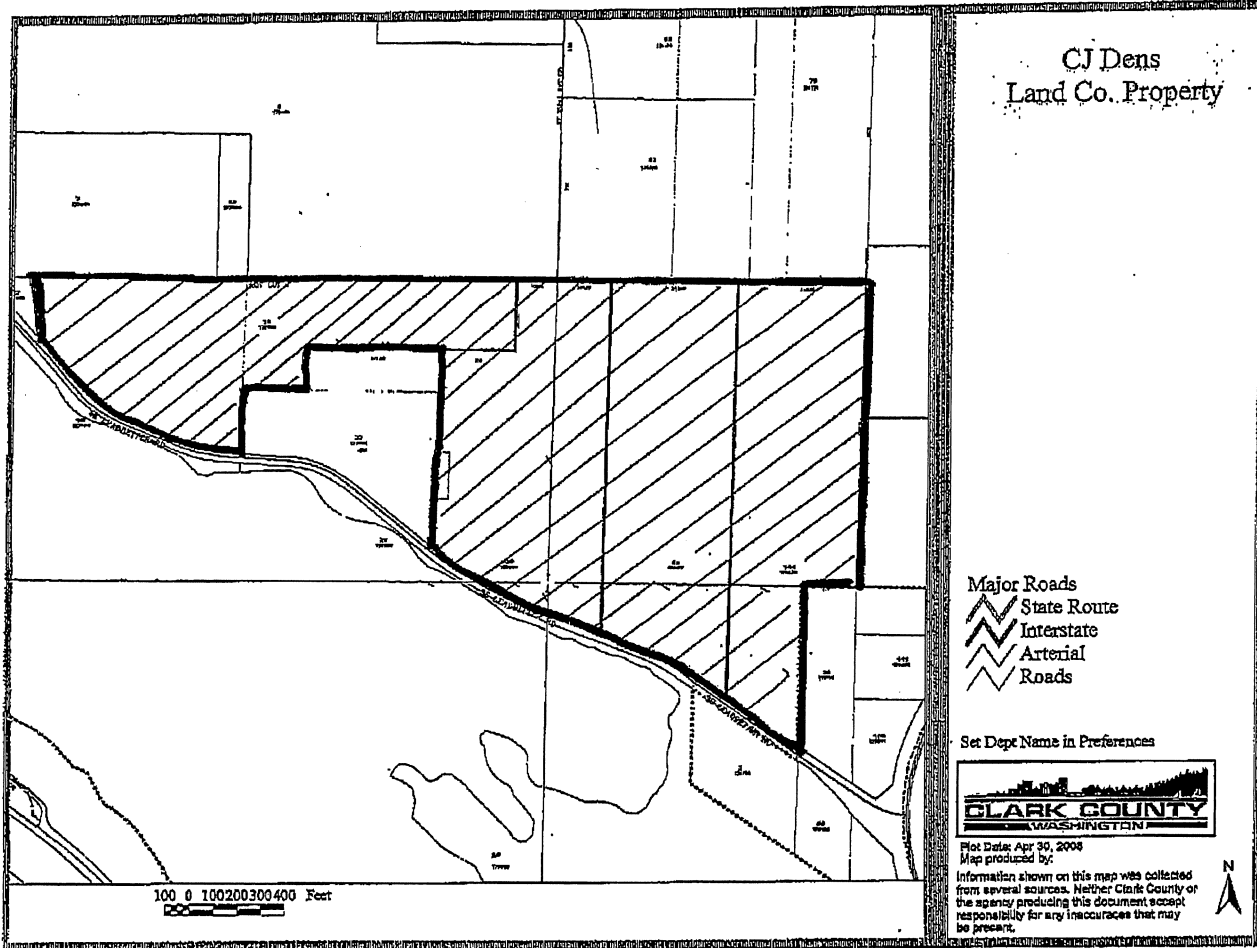
EXCEPT any portion lying within SE Leadbetter Road.

Parcel IV

A portion of the East half of Section 34 and the West half of the West half of Section 35, all in Township 2 North, Range 3 East, Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at a concrete monument with brass cap marking the Northeast corner of Section 34, as shown in Book 38 of Surveys at page 173B, Clark County Auditor's Records; thence South $00^{\circ}15'46''$ East, 1319.52 feet to a 3/4 inch iron pipe at the Southeast corner of the Northeast quarter of the Northeast quarter of Section 34, and the TRUE POINT OF BEGINNING; thence South $89^{\circ}45'43''$ West, 175.00 feet; thence South $00^{\circ}09'10''$ East, 305.36 feet; thence South $89^{\circ}45'43''$ West, 316.00 feet to a 1/2 inch iron rod set in Book 44 of Surveys, page 122, Clark County Auditor's Records at the Northeast corner of the "Wildlife League tract" as described under Clark County Auditor's File No. 9704180180; thence South $00^{\circ}15'25''$ East, along the East line of the "Wildlife League tract" and along the East line of another "Wildlife League tract" as described under Clark County Auditor's File No. 8812270188, for a distance of 898.14 feet to the centerline of S.E. Leadbetter Road; thence, Southeasterly along the centerline of S.E. Leadbetter Road, South $51^{\circ}36'00''$ East, 13.51 feet; thence along the arc of a 1432.82 foot radius curve to the left, through a central angle of $18^{\circ}36'00''$, for an arc distance of 465.07 feet; thence South $70^{\circ}12'00''$ East, 326.84 feet; thence, leaving said road centerline, North $00^{\circ}12'28''$ West, 1548.45 feet to the South line of the Northwest quarter of the Northwest quarter of Section 35; thence South $89^{\circ}50'42''$ West, 230.92 feet to the TRUE POINT OF BEGINNING.

EXCEPT any portion lying within SE Leadbetter Road.



CJ Dens
Land Co. Property

- Major Roads
- State Route
 - Interstate
 - Arterial
 - Roads

Set Dept Name in Preferences



Plot Date: Apr 30, 2008
 Map produced by:
 Information shown on this map was collected from several sources. Neither Clark County or the agency producing this document accept responsibility for any inaccuracies that may be present.



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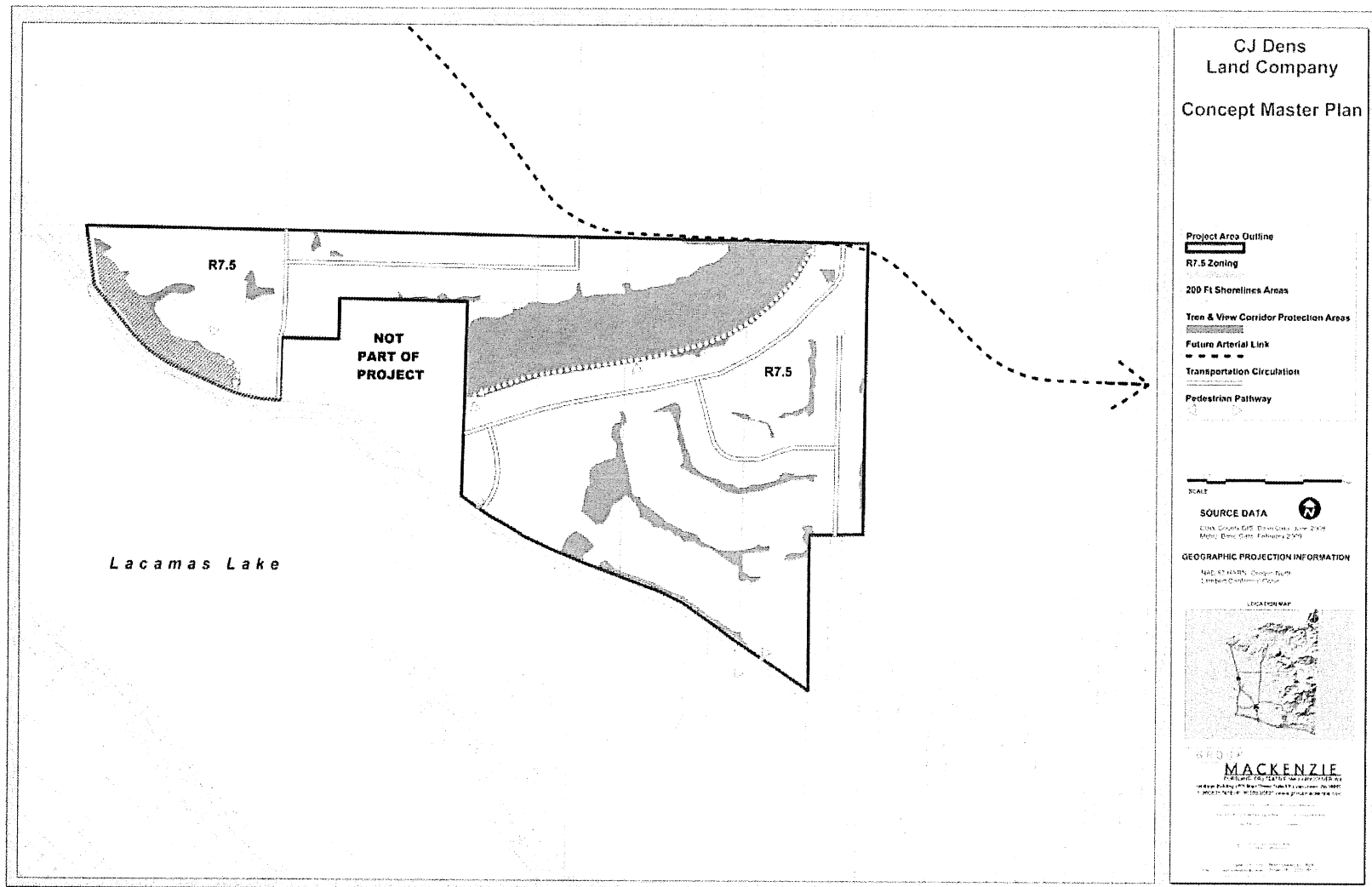
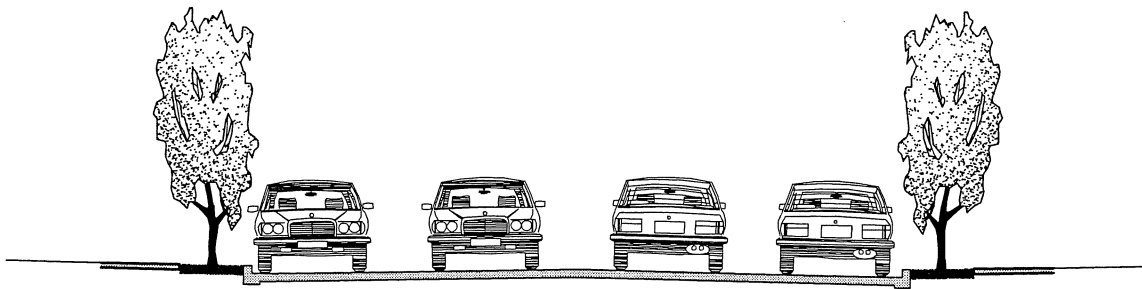
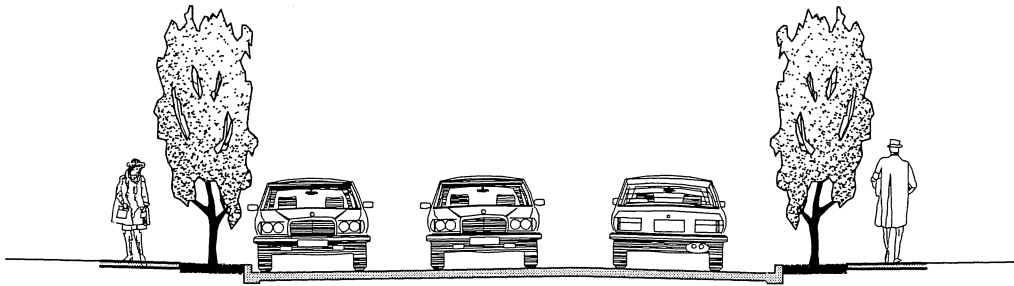
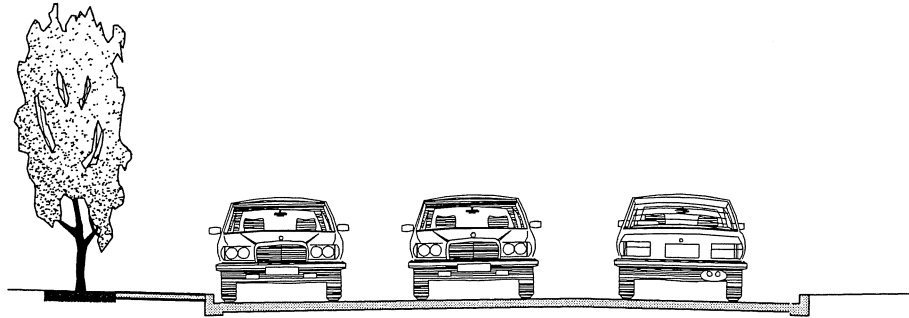
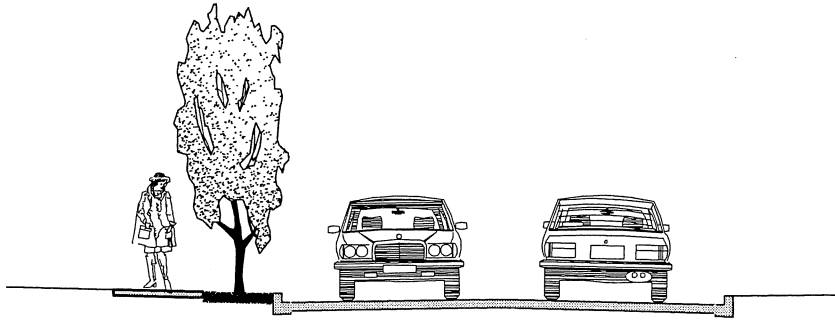


Exhibit "B"



LOCAL STREETS

EXHIBIT C
PAGE 2 OF 2