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FILED
2015 OCT 30 AM 10:45
SCOTT G. WEBER, CLERK
CLARK COUNTY

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR THE COUNTY OF CLARK

PORT OF VANCOUVER, USA, a
Washington municipal corporation,

Petitioner,

v.

CLARK COUNTY, WASHINGTON, a
political subdivision of the State of
Washington,

Respondent.

No. **15-2-03007-1**

PETITION FOR CONDEMNATION

Petitioner Port of Vancouver, USA, by and through its attorney, Jill S. Gelineau of Schwabe, Williamson & Wyatt, P.C., hereby states the following Petition for Condemnation pursuant to RCW Chapter 53 and Chapter 8.12 as follows:

I. PARTIES

1.1 Petitioner is a port district duly organized under the laws of the State of Washington, and is authorized to exercise in the same manner and by the same procedure as cities of the first class for purposes of acquiring property under RCW 53.08.010.

1.2 Upon information and belief, Clark County, Washington ("Clark County") is a political subdivision of the State of Washington.

PETITION FOR CONDEMNATION - 1

SCHWABE, WILLIAMSON & WYATT, P.C.
Attorneys at Law
1211 SW 5th Ave., Suite 1900
Portland, OR 97204
Telephone: 503.222.9981

1 and improving freight and passenger mobility. The WVFA Rail Project significantly reduces
2 the number of rail delays in the Vancouver, Washington area and provides additional
3 capacity to the entire passenger and freight rail systems locally, regionally and nationally,
4 delivering benefits immediately upon completion of the Project and the commencement of
5 service.

6 **(Electrical Substation Project)**

7 4.2 Petitioner's development of the Electrical Substation Project is necessary to
8 provide required electrical power to serve Petitioner's Terminal 5, Columbia Gateway, and
9 other port facilities.

10 **(Offer and Negotiations)**

11 4.3 In 2012, Petitioner entered into negotiations with Clark County for the portion
12 of the Acquired Property necessary for the Electrical Substation Project, and Petitioner began
13 conducting due diligence on the property, including undertaking an appraisal, title report and
14 environmental testing.

15 4.4 In 2014, Petitioner entered into negotiations with Clark County for the
16 remaining Acquired Property necessary for the WVFA Rail Project.

17 4.5 Petitioner made a formal offer for the Acquired Property pursuant to RCW
18 Chapter 8.25.

19 **(Right of Entry Agreement)**

20 4.6 Clark County and Petitioner entered into a Permit and Right of Entry for
21 Construction Purposes (hereinafter the "Right of Entry Agreement"), dated effective as of
22 October 14, 2014, whereby Clark County granted possession and use of the Acquired
23 Property to Petitioner for valuable consideration, including the payment of \$550,000.00 by
24 Petitioner, which was to be applied against the final purchase price in a negotiated
25 transaction or just compensation in an eminent domain proceeding. A true and correct copy
26

1 of the Right of Entry Agreement is attached hereto as Exhibit 2 and is incorporated by this
2 reference.

3 4.7 Petitioner paid the \$550,000.00 agreed to under the Right of Entry Agreement
4 to Clark County by wire transfer on or about October 28, 2014.

5 4.8 Under the Right of Entry Agreement, upon receipt of such \$550,000.00
6 payment, Clark County granted and agreed to the use and possession of the Acquired
7 Property to Petitioner effective 11:59 p.m. on December 31, 2014, including a fee acquisition
8 (hereinafter, the "Parcel 1 Fee Acquisition"), a permanent access easement (hereinafter, the
9 "Parcel 2 Limited Access Easement"), and a temporary construction easement of one year
10 duration (hereinafter, the "Parcel 3 Temporary Construction Easement").

11 4.9 In the Right of Entry Agreement, Petitioner and Clark County agreed to
12 negotiate in good faith to determine a final purchase price for the Acquired Property and to
13 enter into an Agreement for Purchase and Sale and to use their reasonable best efforts to
14 close the purchase and sale of the Acquired Property under such agreement within six
15 months of the effective date of the Right of Entry Agreement.

16 4.10 After engaging in negotiations, Petitioner and Clark County did not enter into
17 an Agreement for Purchase and Sale and did not close the purchase and sale of the Acquired
18 Property.

19 4.11 Under the Right of Entry Agreement, Petitioner and Clark County agreed that
20 if they did not negotiate a final purchase price prior to expiration of the Right of Entry
21 Agreement, then either (i) Petitioner and Clark County would extend the Right of Entry
22 Agreement, or (ii) Petitioner would file eminent domain proceedings on the last court
23 business day prior to the expiration of the Right of Entry Agreement and any just
24 compensation in addition to the \$550,000 already paid by Petitioner would be paid pursuant
25 to the terms of a Final Judgment and Decree of Appropriation in such eminent domain
26 proceeding.

PETITION FOR CONDEMNATION - 4

SCHWABE, WILLIAMSON & WYATT, P.C.
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Telephone: 503.222.9981

PDX\067855\180201\JG\16877859.6

EFSEC Ex.2002-000004-CLA

1 4.12 Despite the best efforts of Petitioner, Petitioner and Clark County were unable
2 to negotiate an extension of the Right of Entry Agreement.

3 4.13 October 30, 2015 is the last court business day prior to the expiration of the
4 Right of Entry Agreement, and Petitioner is now filing such eminent domain proceeding for
5 the Acquired Property pursuant to the parties' agreement under the Right of Entry
6 Agreement.

7 4.14 In the Right of Entry Agreement, Clark County stipulated to the entry of an
8 Order Adjudicating Public Use and Necessity if the Port determined it was necessary to file
9 eminent domain proceedings for the Acquired Property.

10 4.15 In the Right of Entry Agreement, Clark County also stipulated to the entry of
11 an Order granting Petitioner statutory use and possession of the Acquired Property from the
12 effective date of the Right of Entry Agreement.

13 **(Notice of Planned Final Action)**

14 4.16 On or about October 13, 2015, Petitioner mailed a notice of planned final
15 action to Clark County in the manner required by RCW 8.12.005 and RCW 8.25.290 of a
16 proposed condemnation ordinance to exercise Petitioner's power of eminent domain under
17 RCW Chapter 53 and Chapter 8.12 and the laws of the State of Washington. On or about
18 October 15, 2015 and October 22, 2015, Petitioner caused legal notice to be published of
19 such planned final action in the manner required by RCW 8.12.005 and RCW 8.25.290.

20 **(Resolution No. 5-2015)**

21 4.17 On October 28, 2015, which is (i) at least fifteen (15) days following mailed
22 notice of planned final action and (ii) publication of same in a legal newspaper once each
23 week for two successive weeks preceding the planned final action as required by
24 RCW 8.25.290, the Board of Commissioners of the Port of Vancouver, USA considered and
25 passed Resolution No. 5-2015 at an open, public meeting following the opportunity for
26 public comment. Such resolution is entitled as follows and was made effective immediately

PETITION FOR CONDEMNATION - 5

SCHWABE, WILLIAMSON & WYATT, P.C.
Attorneys at Law
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Telephone: 503.222.9981

1 upon passage:

2 A Resolution Of The Port Of Vancouver, USA Board Of
3 Commissioners, Clark County, Washington, Authorizing The
4 Port To Acquire Certain Real Property Necessary For
Development Of The West Vancouver Freight Access Rail
Project and Electrical Substation

5 A certified copy of the resolution is attached hereto as Exhibit 1 and is incorporated by this
6 reference.

7 4.18 The property, rights, and privileges herein described and sought to be taken
8 are for a public use, to-wit: for the construction, maintenance, and operation of the
9 Petitioner's WVFA Rail Project and Electrical Substation Project, as declared in Resolution
10 No. 5-2015.

11 4.19 It is necessary that the Acquired Property be taken or damaged for said
12 improvements, as declared in Resolution No. 5-2015.

13 **V. CAUSE OF ACTION (CONDEMNATION)**

14 5.1 Petitioner realleges paragraphs 1.1 through 4.19 above.

15 5.2 Petitioner has satisfied all statutory and other prerequisites to maintain this
16 action.

17 5.3 Petitioner and Clark County dispute the amount of just compensation owed to
18 Clark County for the taking of the Acquired Property, including any damages to the
19 remainder, if any. The object for which this proceeding is brought is to ascertain the just
20 compensation therefor.

21 WHEREFORE, Petitioner prays for judgment against Clark County as follows:

22 1. For entry of an order adjudicating the public use and necessity and an order
23 granting immediate possession;

24 2. For a jury, or the Court in case a jury is waived, to ascertain the just
25 compensation for the Acquired Property;

26 3. For the interests of Clark County to be cleared from title of the Acquired

PETITION FOR CONDEMNATION - 6

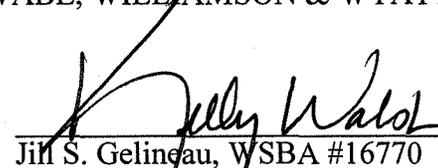
SCHWABE, WILLIAMSON & WYATT, P.C.
Attorneys at Law
1211 SW 5th Ave., Suite 1900
Portland, OR 97204
Telephone: 503.222.9981

1 Property as to the Parcel 1 Fee Acquisition, and entry of a final Judgment Decree of
2 Appropriation granting to Petitioner fee title of the Parcel 1 Fee Acquisition, a permanent
3 easement for access purposes for the Parcel 2 Limited Access Easement, and a temporary
4 construction easement of one year duration commencing at 11:59 p.m. on December 31,
5 2014 for the Parcel 3 Temporary Construction Easement; and

6 4. For such other and further relief as the Court deems just and proper.

7 Dated this 30th day of October, 2015.

8 SCHWABE, WILLIAMSON & WYATT, P.C.

9
10 By: 

Jill S. Gelineau, WSBA #16770
Email: jgelineau@schwabe.com
Kelly M. Walsh, WSBA #35718
Email: kwalsh@schwabe.com
Telephone: 503.222.9981
Facsimile: 503.796.2900
Attorneys for Petitioner, Port of
Vancouver, USA, a Washington
municipal corporation

RESOLUTION NO. 5-2015

**A Resolution Of The Port Of Vancouver, USA
Board Of Commissioners, Clark County,
Washington, Authorizing The Port To Acquire
Certain Real Property Necessary For Development
Of The West Vancouver Freight Access Rail
Project and Electrical Substation**

WHEREAS, the development of the West Vancouver Freight Access Rail Project (the "WVFA Rail Project") is necessary to ensure the continued success of the Port's internal rail system, allowing for significant growth of existing tenants and customers, and to prepare for future rail service needs;

WHEREAS, the WVFA Rail Project has been determined to be an Essential Public Facility under RCW 36.70A.200(1) and RCW 47.06.140 due to the significant benefits to the national rail network as a result of its construction and operations by relieving congestion and improving freight and passenger mobility;

WHEREAS, the Electrical Substation Project is necessary to provide required electrical power to serve Terminal 5 and Columbia Gateway and other Port facilities, including future development (the WVFA Rail Project and the Electrical Substation Project are collectively referred to herein as the "Projects");

WHEREAS, RCW 53.08.010 authorizes and empowers the Port to acquire all lands, property, property rights, leases, or easements necessary to carry out its purposes;

WHEREAS, for the accomplishment of carrying out the Projects, it is necessary that the Port both acquire and have the immediate right of possession of certain parcels of real property owned in fee by Clark County, Washington;

WHEREAS, Resolution 8-2014 authorized the negotiations for the acquisition of property rights necessary for the Projects, the Port has attempted to negotiate the resolution of the acquisitions with the impacted property owner, and the Port has now determined that it must authorize the use of its eminent domain authority to acquire the property interests sought for the Projects;

WHEREAS, in order to meet its obligations under the Permit and Right of Entry for Construction Purposes, dated effective October 14, 2014, by and between Clark County, Washington and the Port, the Port is required to file condemnation proceedings on the last court business day prior to expiration of such Agreement, or on October 30, 2015, and this Resolution is a statutory prerequisite to meeting this obligation; and

WHEREAS, the Port has complied with the notice provisions of RCW 8.25.290 required mailed notice to the impacted property owner and the publication of legal notice as prerequisites for authorizing the use of the Port's eminent domain power to acquire property interests.

NOW THEREFORE, BE IT RESOLVED:

- A. To accomplish the Projects, the Port needs and requires the parcels of real property more particularly described as Parcel 1 Fee Acquisition, Parcel 2 Non-Exclusive Limited Access Easement, and Parcel 3 Exclusive Temporary Construction Easement in the attached Exhibit A (the "Property"), which is incorporated herein by this reference.
- B. The Projects are for a public use and the public interest requires them.
- C. The Property is necessary for the Port's purposes.
- D. The immediate possession of the Property is necessary.
- E. The Port, its designees, and its legal counsel, are authorized and directed to make attempts to agree with the owner of the Property and any other persons in interest as to the Just Compensation to be paid for the Property and to make a binding offer for such compensation, and any such prior offers so made are hereby ratified.
- F. The Port, its designees, and its legal counsel, are authorized in the event no satisfactory agreement can be made to commence and prosecute to final determination such proceedings as may be necessary to obtain the immediate possession and use and acquisition of the Property, including but not limited to obtaining appraisals by an independent MAI appraiser, making offers of estimated Just Compensation, and to filing a petition in condemnation with the court, and make such stipulations, agreements, or admissions in the course of such proceedings as may be in the best interest of the Port. Any such prior efforts so made are hereby ratified.
- G. The source of funds to pay for the Property acquired shall be the Port's general fund, general obligation bond proceeds and any applicable grant funds received for such purpose.
- H. The Port or its designees are authorized to execute the necessary documents on behalf of the Port in the form authorized by the Port's general counsel.

ADOPTED, by the Port of Vancouver, USA Board of Commissioners at a regular meeting of the Port of Vancouver, USA Board of Commissioners held this 28th of October, 2015, and duly authenticated in open session by the signatures of the Port Commission voting in its favor.

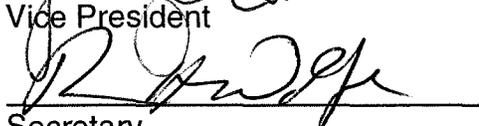
PORT OF VANCOUVER
BOARD OF COMMISSIONERS



President



Vice President



Secretary

EXHIBIT A

**Legal Descriptions for Acquisitions
from
Clark County, Washington**

EXHIBIT A
PARCEL 1 FEE ACQUISITION



LAND SURVEYORS
ENGINEERS

(360) 695-1385
1111 Broadway
Vancouver, WA
98660

LEGAL DESCRIPTION FOR PORT OF VANCOUVER
REVISED SUBSTATION BOUNDARY ADJUSTMENT PERIMETER

February 19, 2014

A parcel of property in Sections 19 and 20, Township 2 North, Range 1 East of the Willamette Meridian in Clark County, Washington and being a portion of the Henry Van Alman D.L.C. further described as follows:

The following courses are on a grid bearing Washington State coordinate system North American Datum 1983. A scale factor of 1.000049 has been applied to the measured field distances.

COMMENCING at the Northeast corner of said Section 19, from which a 1 1/2" iron pipe (as shown on that survey recorded in Book 29 at Page 161) bears North 02° 24' 03" East 273.11 feet;

THENCE South 37° 43' 43" East 972.23 feet to the Northeast corner of that parcel conveyed to Clark County Washington by deed recorded under Auditor's File number 9804030486, Clark County records;

THENCE South 35° 00' 13" West along the Easterly line of said Clark County parcel, 184.75 feet to the Southeast corner of the "Northerly Parcel" as conveyed to the Port of Vancouver, USA by deed recorded under Auditor's File number 4722835, Clark County records and the TRUE POINT OF BEGINNING;

THENCE North 63° 29' 52" West along the Southerly line of said "Northerly Parcel" 237.50 feet;

THENCE North 69° 51' 27" West along said Southerly line 215.16 feet;

THENCE North 79° 23' 45" West along said Southerly line 234.18 feet to the Westerly line of said Clark County Parcel and a 692.00 foot radius curve to the left which has a tangent bearing of South 68° 42' 13" West into said curve at this point;

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(PJS/pjs)

Page 1 of 3

EXHIBIT A
Page 1 of 11

EXHIBIT 1
PAGE 5 SEC Ex.2002-000013-CLA

THENCE along said Westerly line and around said 692.00 foot radius curve to the left 78.29 feet;

THENCE South 72° 55' 24" East 413.51 feet;

THENCE South 25° 21' 37" West 86.92 feet;

THENCE South 31° 14' 36" West 34.45 feet;

THENCE South 52° 11' 25" West 46.04 feet;

THENCE South 32° 39' 24" West 31.84 feet;

THENCE South 03° 54' 55" West 35.84 feet;

THENCE South 25° 45' 34" East 38.29 feet;

THENCE South 54° 58' 03" East 173.96 feet;

THENCE South 19° 25' 40" East 29.70 feet;

THENCE South 34° 36' 53" West 227.13 feet to the Northerly line of the "Southerly Parcel" as conveyed to the Port of Vancouver, USA by deed recorded under Auditor's File number 4722835, Clark County records;

THENCE along said Northerly line the following courses;

THENCE North 83° 21' 34" East 28.04 feet;

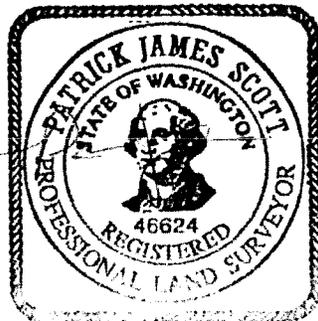
THENCE North 35° 02' 38" East 31.89 feet;

THENCE North 82° 44' 56" East 33.80 feet to the Easterly line of said Clark County parcel;

THENCE North 35° 01' 57" East leaving said Northerly line and along the Easterly of said Clark County parcel 512.70 feet to an angle point in said Easterly line;

THENCE North 35° 00' 13" East along said Easterly line 30.99 feet to the TRUE POINT OF BEGINNING.

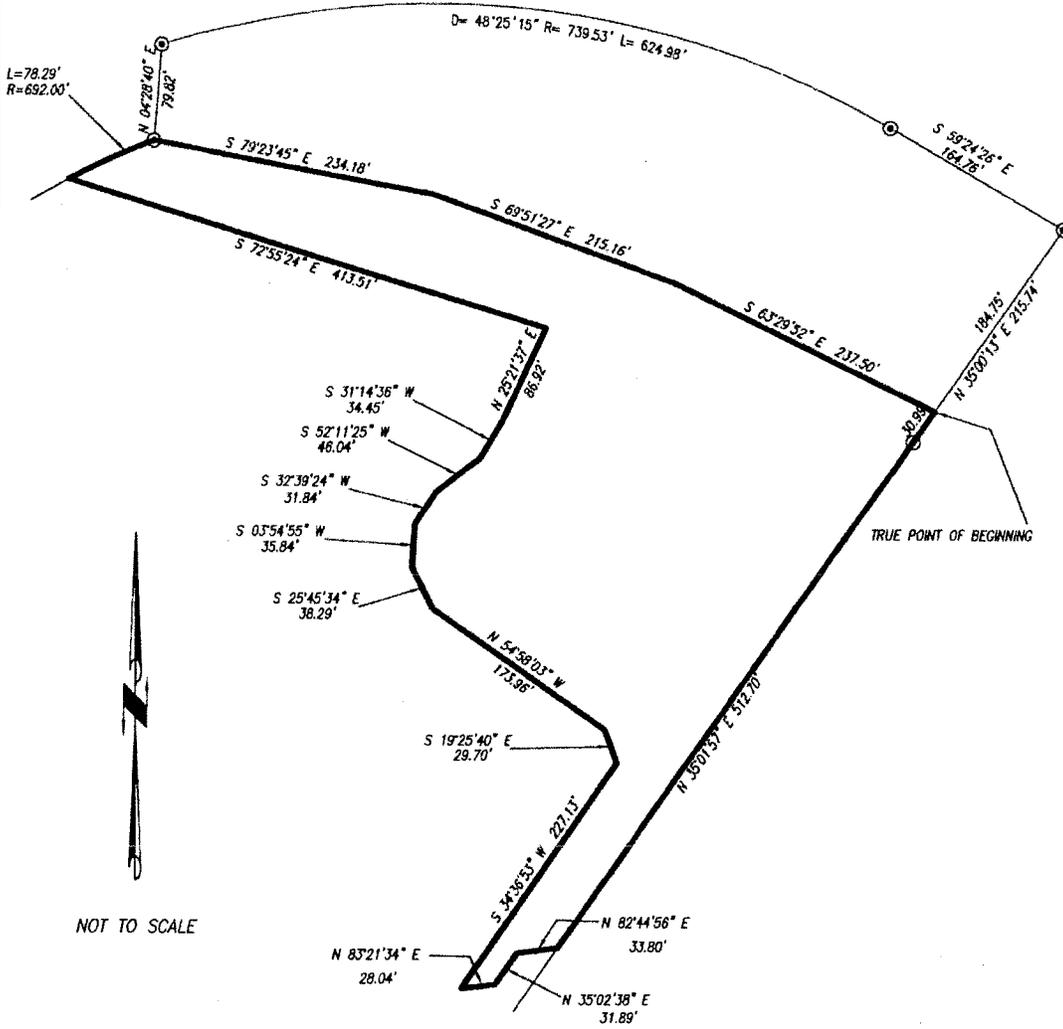
Containing 139,261 square feet or 3.19 acres approximately.



3-3 2014

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
REVISED SUBSTATION BOUNDARY

NW 1/4, SECTION 20, T. 2 N., R. 1 E., W.M.,
CLARK COUNTY, WA.



NOT TO SCALE

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OLSON LAND SURVEYORS
ENGINEERS
ENGINEERING INC. 1111 BROADWAY, VANCOUVER, WA 98660
1-360-695-1385
1-503-289-9936

EXHIBIT A
Page 4 of 11

EXHIBIT 1
PAGE 4 OF 11 SEC Ex.2002-000016-CLA

EXHIBIT A
PARCEL 2 NON-EXCLUSIVE LIMITED ACCESS EASEMENT



*LAND SURVEYORS
ENGINEERS*

*(360) 695-1385
1111 Broadway
Vancouver, WA
98660*

LEGAL DESCRIPTION FOR PORT OF VANCOUVER
LIMITED ACCESS EASEMENT

February 19, 2014

A parcel of property in Sections 19 and 20, Township 2 North, Range 1 East of the Willamette Meridian in Clark County, Washington and being a portion of the Henry Van Alman D.L.C. further described as follows:

The following courses are on a grid bearing Washington State coordinate system North American Datum 1983. A scale factor of 1.000049 has been applied to the measured field distances.

COMMENCING at the Northeast corner of said Section 19, from which a 1 1/2" iron pipe (as shown on that survey recorded in Book 29 at Page 161) bears North 02° 24' 03" East 273.11 feet;

THENCE South 37° 43' 43" East 972.23 feet to the Northeast corner of that parcel conveyed to Clark County Washington by deed recorded under Auditor's File number 9804030486, Clark County records;

THENCE South 35° 00' 13" West along the Easterly line of said Clark County parcel, 184.75 feet to the Southeast corner of the "Northerly Parcel" as conveyed to the Port of Vancouver, USA by deed recorded under Auditor's File number 4722835, Clark County records;

THENCE North 63° 29' 52" West along the Southerly line of said "Northerly Parcel" 237.50 feet;

THENCE North 69° 51' 27" West along said Southerly line 215.16 feet;

THENCE North 79° 23' 45" West along said Southerly line 234.18 feet to the Westerly line of said Clark County Parcel and a 692.00 foot radius curve to the left which has a tangent bearing of South 68° 42' 13" West into said curve at this point;

THENCE along said Westerly line and around said 692.00 foot radius curve to the left 78.29 feet;

THENCE South 72° 55' 24" East 8.82 feet to the TRUE POINT OF BEGINNING;

THENCE South 72° 55' 24" East 95.13 feet;

THENCE South 49° 47' 30" West 92.97 feet;

THENCE South 04° 38' 39" East 41.14 feet;

THENCE South 82° 51' 35" West 158.14 feet;

THENCE South 72° 44' 04" West 97.28 feet to the Westerly line of said Clark County Parcel;

THENCE North 39° 02' 55" East along said Westerly line 4.36 feet to a 692.00 foot radius curve to the right;

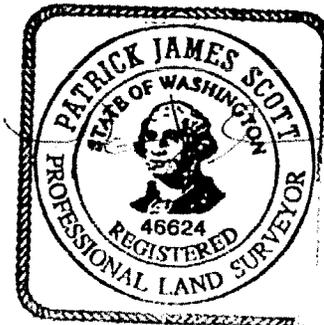
THENCE along said Westerly line and around said 692.00 foot radius curve to the right 58.36 feet;

THENCE North 82° 46' 17" East 155.03 feet;

THENCE North 30° 03' 18" East 44.93 feet;

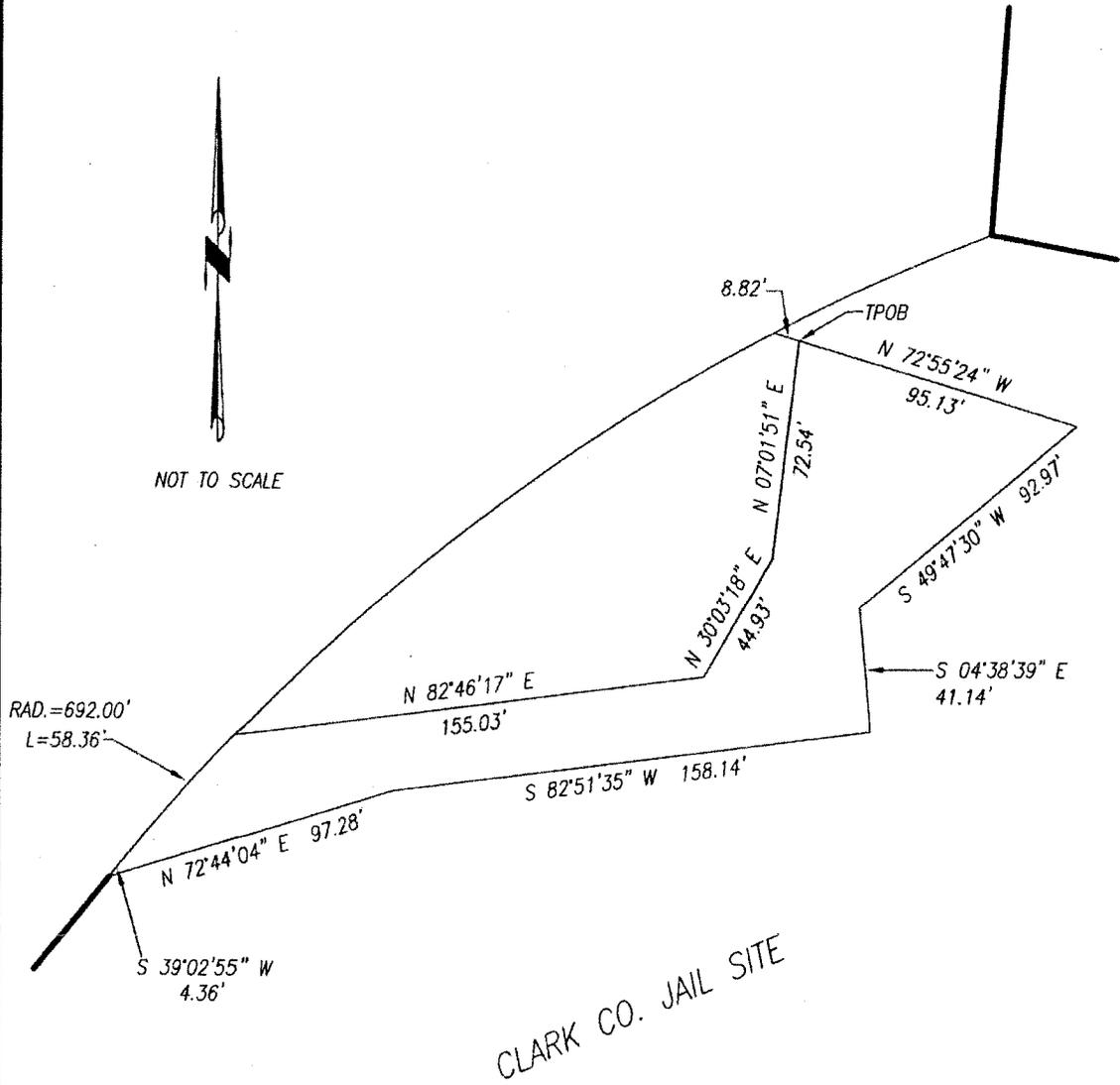
THENCE North 07° 01' 51" East 72.54 feet to the TRUE POINT OF BEGINNING.

Containing 12,138 square feet or 0.28 acres approximately.



SKETCH TO ACCOMPANY LEGAL DESCRIPTION
FOR LIMITED ACCESS EASEMENT

NW 1/4, SECTION 20, T. 2 N., R. 1 E., W.M.,
CLARK COUNTY, WA.



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OLSON LAND SURVEYORS
ENGINEERS
ENGINEERING INC. 1111 BROADWAY, VANCOUVER, WA 98660
1-360-695-1385
1-503-289-9936

EXHIBIT A
Page 7 of 11

EXHIBIT 1
PAGE 7 OF 11
EFC Ex.2002-000019-CLA

EXHIBIT A
PARCEL 3 EXCLUSIVE TEMPORARY CONSTRUCTION EASEMENT



LAND SURVEYORS
ENGINEERS

(360) 695-1385
1111 Broadway
Vancouver, WA
98660

LEGAL DESCRIPTION FOR PORT OF VANCOUVER
REVISED SUBSTATION CONSTRUCTION EASEMENT

September 26, 2014

A parcel of property in Sections 19 and 20, Township 2 North, Range 1 East of the Willamette Meridian in Clark County, Washington and being a portion of the Henry Van Alman D.L.C. further described as follows:

The following courses are on a grid bearing Washington State coordinate system North American Datum 1983. A scale factor of 1.000049 has been applied to the measured field distances.

COMMENCING at the Northeast corner of said Section 19, from which a 1 1/2" iron pipe (as shown on that survey recorded in Book 29 at Page 161) bears North 02° 24' 03" East 273.11 feet;

THENCE South 37° 43' 43" East 972.23 feet to the Northeast corner of that parcel conveyed to Clark County Washington by deed recorded under Auditor's File number 9804030486, Clark County records;

THENCE South 35° 00' 13" West along the Easterly line of said Clark County parcel, 184.75 feet to the Southeast corner of the "Northerly Parcel" as conveyed to the Port of Vancouver, USA by deed recorded under Auditor's File number 4722835, Clark County records;

THENCE North 63° 29' 52" West along the Southerly line of said "Northerly Parcel" 237.50 feet;

THENCE North 69° 51' 27" West along said Southerly line 215.16 feet;

THENCE North 79° 23' 45" West along said Southerly line 234.18 feet to the Westerly line of said Clark County Parcel and a 692.00 foot radius curve to the left which has a tangent bearing of South 68° 42' 13" West into said curve at this point;

THENCE along said Westerly line and around said 692.00 foot radius curve to the left 78.29 feet to the TRUE POINT OF BEGINNING;

THENCE South 72° 55' 24" East 413.70 feet;
THENCE South 25° 21' 37" West 86.92 feet;
THENCE South 31° 14' 36" West 34.45 feet;
THENCE South 52° 11' 25" West 46.04 feet;
THENCE South 32° 39' 24" West 31.84 feet;
THENCE South 03° 54' 55" West 35.84 feet;
THENCE South 25° 45' 34" East 38.29 feet;
THENCE South 54° 58' 03" East 173.96 feet;
THENCE South 19° 25' 40" East 29.70 feet;
THENCE South 34° 36' 53" West 18.53 feet;
THENCE North 19° 25' 40" West 35.77 feet;
THENCE North 54° 58' 03" West 173.06 feet;
THENCE North 25° 45' 34" West 46.17 feet;
THENCE North 03° 54' 55" East 43.66 feet;
THENCE North 32° 39' 24" East 38.26 feet;
THENCE North 52° 11' 25" East 52.87 feet;
THENCE North 25° 21' 37" East 93.29 feet;
THENCE North 72° 55' 24" West 284.21 feet;
THENCE South 49° 47' 30" West 95.51 feet;
THENCE North 74° 11' 13" West 44.80 feet;

(360) 695-1385
1111 Broadway
Vancouver, WA
98660

THENCE North 07° 01' 51" East 96.70 feet to the Westerly line of said Clark County Parcel and a 692.00 foot radius curve to the right which has a tangent bearing of North 62° 08' 12" East into said curve at this point;

THENCE along said Westerly line and around said 692.00 foot radius curve to the right 1.60 feet to the TRUE POINT OF BEGINNING;

Containing 19,514 square feet or 0.45 acres approximately.



9-26-2014

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
FOR CONSTRUCTION EASEMENT

NW 1/4, SECTION 20, T. 2 N., R. 1 E., W.M.,
CLARK COUNTY, WA.

TRUE POINT OF BEGINNING

L=1.60'
R=692.00'
Δ=00°07'57"

RAD. BRG. S 27°51'48" E



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 19°25'40" W	35.77'
L2	N 54°58'03" W	173.06'
L3	N 25°45'34" W	46.17'
L4	N 03°54'55" E	43.66'
L5	N 32°39'24" E	38.26'
L6	N 52°11'25" E	52.87'
L7	N 25°21'37" E	93.29'
L8	N 72°55'24" W	284.21'
L9	S 49°47'30" W	95.51'
L10	N 74°11'13" W	44.80'
L11	N 07°01'51" E	96.70'
L12	S 72°55'24" E	413.70'
L13	S 25°21'37" W	86.92'
L14	S 31°14'36" W	34.45'
L15	S 52°11'25" W	46.04'
L16	S 32°39'24" W	31.84'
L17	S 03°54'55" W	35.84'
L18	S 25°45'34" E	38.29'
L19	S 54°58'03" E	173.96'
L20	S 19°25'40" E	29.70'

CLARK CO. JAIL SITE

LINE TABLE

L21	N 34°36'53" E	18.53'
-----	---------------	--------

OLSON LAND SURVEYORS
ENGINEERS
ENGINEERING INC. 1111 BROADWAY, VANCOUVER, WA 98660
1-360-695-1385
1-503-289-9936

J:\data\8000\8700\8760\8767\Survey\8767.s.const esmnt.dwg

5114835 PER

RecFee - \$99.00 Pages: 28 - FIDELITY NATIONAL TITLE
Clark County, WA 10/24/2014 11:29



After recording, return to:

Jill S. Gelineau
Schwabe, Williamson & Wyatt, P.C.
1211 SW 5th Avenue, Suite 1900
Portland, Oregon 97204

PERMIT AND RIGHT OF ENTRY FOR CONSTRUCTION PURPOSES

Grantor:	Clark County, Washington	W7610
Grantee:	Port of Vancouver, USA	
Abbreviated Legal Description:	Section: 19 & 20 Township: 2 North Range: 1 East Other: #5 Henry Van Allman DLC Additional Legal Description on Exhibit A	
Assessor's Tax Parcel Numbers:	Portion of 152170-000	

THIS PERMIT AND RIGHT OF ENTRY FOR CONSTRUCTION PURPOSES ("ROE Agreement"), effective as of the 14th day of October, 2014, is entered into by and between **Clark County, Washington**, a political subdivision of the State of Washington, Grantor ("Owner"), and the **Port of Vancouver, USA**, a port district duly organized under the laws of the State of Washington, Grantee (the "Port"). Owner and Port are collectively referred to hereinafter as the "Parties."

This document is recorded as an accommodation by Fidelity National Title Insurance and maintains no responsibility as to the effect or provisions of this document.

RECITALS

WHEREAS, Owner owns a certain parcel of real property in the County of Clark, State of Washington, commonly known as Clark County Assessor's Parcel No. 152170-000;

WHEREAS, the Port affirms that the following described acquisitions are required for the Port's immediate construction of its West Vancouver Freight Access Rail and its Electrical Substation Projects, and associated improvements, (collectively, the "Projects"):

1 - PERMIT AND RIGHT OF ENTRY FOR CONSTRUCTION PURPOSES

Parcel 1: Fee Acquisition of approximately 139,261 square feet more particularly described on attached **Exhibit A-1** ("Parcel 1");

Parcel 2: Permanent Limited Access Easement of approximately 12,138 square feet over the real property more particularly described on attached **Exhibit A-2** ("Parcel 2") for access purposes together with all rights necessary to construct, maintain, and replace any access-related improvements; and

Parcel 3: Temporary Construction Easement of approximately 19,514 square feet over the real property more particularly described on attached **Exhibit A-3** ("Parcel 3") for a duration of one year commencing from the effective date of this ROE Agreement.

The above-described property and property rights the Port is obtaining possession hereunder is hereinafter referred to as the "Property";

WHEREAS, Port affirms that any delay in the construction of the Projects is contrary to the public interest;

WHEREAS, the Port is obtaining an updated appraisal, and has made an offer for the property needed for the construction of the Projects; and

WHEREAS, the Owner desires adequate time to review the Port's appraisal, and to evaluate Port's offer and/or to resolve the consideration offered for the Property.

AGREEMENT

NOW, THEREFORE, in consideration of the payment of said offer, the Owner hereby grants to the Port a right to possess and use the above-described real estate and the parties further agree that:

1. The Property is necessary for a public use of the Port.
2. The Port will issue payment to the Owner in the amount of FIVE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$550,000.00) as consideration for the granting of the property interests and rights described herein to the Port, which amount is to be credited to the final purchase price paid for the Property.
3. Execution of this ROE Agreement by the undersigned parties shall not prejudice such parties' rights to subsequent adjudication of consideration pursuant to state law, and neither shall this agreement, nor the basis therefor, be construed as an admission of fair market value or consideration by any of the parties named herein.
4. Owner will surrender possession of the Property to the Port not later than 11:59 PM on December 31, 2014 if the Port has issued payment described in Section 2 above.

2 – PERMIT AND RIGHT OF ENTRY FOR CONSTRUCTION PURPOSES

Clark Auditor Fri Oct 24 11:29:30 PDT 2014 5114835 Page 2

EXHIBIT 2
Page 2 of 28

5. **No Warranties.**

(a) **THE PORT SPECIFICALLY ACKNOWLEDGES THAT OWNER IS GRANTING INTERESTS TO THE PORT FOR THE PROPERTY ON AN "AS IS, WITH ALL FAULTS" BASIS, THAT THE PORT HAS HAD AN ADEQUATE OPPORTUNITY TO INSPECT THE PROPERTY, AND WILL HAVE FURTHER OPPORTUNITY TO DO SO, AND THAT THE PORT IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED FROM OWNER, ITS AGENTS, OR REPRESENTATIVES AS TO ANY MATTERS CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION:**

(i) Owner does not warrant its title to the Property or its fitness for any particular purpose or use, nor will it undertake to defend the Port in the peaceable possession, use or enjoyment thereof. The grant of any rights herein are and shall be made subject to all outstanding rights or interests of others which are recorded in the Public Records of Clark County, Washington, except for any outstanding rights or interests securing the payment of money, which shall be discharged by Owner prior to conveyance of the Property to the Port. The Port understands that the Property is subject to various easements, covenants and regulatory restrictions as to its use;

(ii) the quality, nature, adequacy, and physical condition of soils, geology and any groundwater;

(iii) the existence, quality, nature, adequacy and physical condition of the Property;

(iv) the development potential of the Property, and the Property's use, habitability, merchantability, or fitness, suitability, value, or adequacy of the Property for any particular purpose;

(v) the zoning or other legal status of the Property or any other public or private restrictions on use of the Property;

(vi) the compliance of the Property with any Applicable Law, as defined in Section 6, or other applicable laws regulations, statutes, ordinances, covenants, conditions, decisions, permits, orders or restrictions of any governmental or quasi-governmental entity or of any other person or entity;

(vii) the presence or removal of Hazardous Substances, as defined in Section 6, or toxic materials, substances or wastes in, on, under, or about the Property or any adjoining or neighboring property, including without

3 – PERMIT AND RIGHT OF ENTRY FOR CONSTRUCTION PURPOSES

Clark Auditor Fri Oct 24 11:29:30 PDT 2014 5114835 Page 3

EXHIBIT 2
Page 3 of 28

limitation, in or from groundwater present under or flowing to or from the Property or any adjoining or neighboring property;

(viii) the quality of any labor and materials used in any improvements on the Property;

(ix) any leases, service contracts, or other agreements affecting the Property; and

(x) the economics of construction upon or operation of the Property.

- (b) This Section 5 shall survive the termination of this ROE Agreement and the consummation of the transaction contemplated by this ROE Agreement and the Closing.

6. **Environmental Matters.** The following terms and conditions shall be deemed covenants running with the land, and, except as set forth below in this section, shall survive the consummation of the transaction contemplated by this ROE Agreement and the Closing, and shall not be merged with and into any document related to the Closing.

- (a) For purposes of this ROE Agreement, the term "Hazardous Substance" means any substance, chemical, or waste that is listed or defined as hazardous, toxic, or dangerous under Applicable Law (defined below), and any asbestos containing materials, radioactive materials or petroleum products.
- (b) For purposes of this ROE Agreement, the term "Applicable Law" means the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601, *et seq.*; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901, *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251, *et seq.*; the Clean Air Act, 42 U.S.C. § 7401, *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. § 1471, *et seq.*; the Toxic Substances Control Act, 15 U.S.C. § 2601 through 2629; and the Safe Drinking Water Act, 42 U.S.C. § 300f through 300j; each as amended from time to time, or any successor laws thereto, together with the rules and regulations promulgated thereunder, and any and all formal or informal orders, permits, decrees or requests from the United States Environmental Protection Agency, the appropriate Washington State governmental and regulatory bodies, or any other governmental agency, authority or instrumentality having jurisdiction and any similar state and local laws and ordinances and the regulations implementing such statutes; together with any and all federal, state, and local environmental or land use laws, rules, ordinances, or regulations.
- (c) Owner shall make available to Port all reports in Owner's possession concerning the environmental condition of and contamination in, on, under, or about the Property ("Environmental Reports"). Along with any and all reports, analyses, surveys, assessments, evaluations or the like concerning the environmental condition of and

4 – PERMIT AND RIGHT OF ENTRY FOR CONSTRUCTION PURPOSES

Clark Auditor Fri Oct 24 11:29:30 PDT 2014 5114835 Page 4

EXHIBIT 2
Page 4 of 28

EFSEC Ex.2002-000027-CLA

contamination in, under, or about the property prepared by the Port ("Port's Reports"), the Environmental Reports shall be held in strictest confidence by the Port, and shall not be disclosed by the Port or its employees, consultants, agents and representatives, without the prior written consent of Owner or as required by law; provided, however, that the Port's obligations to keep confidential the Environmental Reports and the Port's Reports shall terminate at Closing. Notwithstanding the foregoing, the Port is an agency subject to the Washington Public Records Act, Chapter 42.56 RCW ("PRA"). The foregoing obligations of confidentiality shall not apply to any record contained in the Environmental Reports and the Port's Reports which is a public record as defined by, and is not exempted from disclosure by, the Washington PRA. If the Port receives a request for public inspection, copying or other disclosure of any Environmental Reports or Port's Reports under the PRA, the Port shall promptly notify Owner if its intent to disclose any records. Owner shall promptly notify the Port whether it concurs with the Port's decision, and if Owner claims that any record is not subject to public disclosure, the Port shall honor Owner's request to not disclose the record; provided, however, that Owner shall hold the Port harmless from any claim made for failure to disclose the record because of the Owner's lack of concurrence regarding disclosure.

7. Indemnification and Release of Seller.

- (a) **OWNER AND PORT AGREE AND ACKNOWLEDGE THAT THE PROVISIONS OF THIS SECTION 7 ARE THE PRODUCTS OF MUTUAL NEGOTIATION AND ARE A MATERIAL PART OF THE CONSIDERATION FOR OWNER'S OBLIGATIONS UNDER THIS ROE AGREEMENT.**
- (b) Port shall defend, indemnify and save harmless Owner and its officers, commissioners, agents, representatives, employees and contractors (collectively, with with Owner, the "Indemnitee" and individually an "Indemnitee") from and against any and all claims, demands, loss, damage, expense (including, without limitation, fines, penalties and judgments, and attorneys' fees), liens, charges and liability of every kind and description ("Loss") arising from or in any way related to (i) any claim, demand, suit or action brought against an Indemnitee for bodily injury (including death), personal injury, any damage to or loss of or destruction of property, and for any violation of any Applicable Law, regulation, covenant or easement whatsoever suffered or alleged to have been suffered by any person (including but not limited to all persons directly or indirectly employed or contracted by Port, its contractors, subcontractors or suppliers), firm, corporation or entity, by reason of Port's activities on the Property under this ROE Agreement, or arising from the exercise of Port's rights granted herein (including, but not limited to, the use of the Property or the entry upon the Property by Port, its employees, agents, contractors, subcontractors, and consultants), except where such injuries, death or damages are caused by the sole negligence of Owner, its agents, representatives, employees or contractors; and/or (ii) any breach of this ROE Agreement by Port. Provided, however, that only to the extent that this ROE Agreement is subject to RCW 4.24.115, it is agreed that where liability for damages arising out of bodily injury to persons or damage to property is caused by or results from the concurrent negligence of

5 – PERMIT AND RIGHT OF ENTRY FOR CONSTRUCTION PURPOSES

Clark Auditor Fri Oct 24 11:29:30 PDT 2014 5114835 Page 5

EXHIBIT 2
Page 5 of 28

EFSEC Ex.2002-000028-CLA

(a) the Indemnitee or Indemnitee's agents, representatives, employees or contractors, and
(b) Port's or Port's agents, representatives, employees or contractors, Port's obligations of indemnity under this Section 7 shall be effective only to the extent of the negligence of the Port or Port's agents, representatives, employees or contractors. . It is further specifically and expressly understood that the indemnification provided herein constitutes the Port's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification.

(c) Owner's rights under this Section 7 shall be in addition to and not in lieu of any other rights or remedies to which it may be entitled under this ROE Agreement or otherwise(d)

The indemnity obligations set forth in this Section 7 shall survive the termination of this ROE Agreement and the Closing (which is defined as the funding of the final purchase price paid for the Property and the recording of the deed or entry of a final Judgment and Decree of Appropriation in an eminent domain proceeding, as applicable).

8. This ROE Agreement shall not be assigned without the prior written agreement of the Parties. Subject to the foregoing, this ROE Agreement shall be binding upon and inure to the benefit of the Parties' respective representatives, successors, and assigns.

9. Unless provided otherwise in this ROE Agreement, all notices and any other information required to be provided to a party under this ROE Agreement shall be made in writing and shall be delivered in person, by registered or certified mail, by overnight courier, by facsimile transmission, or by other similar means to the recipients addressed as set forth below.

If to Owner:

Clark County, Washington
Attention: Jeff Swanson
Director of Economic Development
1300 Franklin Street, Suite 667
PO Box 5000
Vancouver, WA 98660
Telephone: 360-397-2323 Extension 4960
Facsimile: 360-397-6027

6 -- PERMIT AND RIGHT OF ENTRY FOR CONSTRUCTION PURPOSES

Clark Auditor Fri Oct 24 11:29:30 PDT 2014 5114835 Page 6

EXHIBIT 2
Page 6 of 28

With a copy to:

Clark County, Washington
Attention: Christine M. Cook
Sr. Deputy Prosecuting Attorney
1300 Franklin Street, Suite 380
PO Box 5000
Vancouver, WA 98666-5000
Telephone: 360-397-2478
Facsimile: 360-397-2184

If to Port:

Port of Vancouver, USA
Attention: Executive Director/CEO
3103 NW Lower River Road
Vancouver, Washington 98660
Telephone: (360) 693-3611
Facsimile: (360) 735-1565

With a copy to:

Alicia L. Lowe
General Counsel for the Port of Vancouver, USA
Schwabe, Williamson & Wyatt, P.C.
700 Washington Street, Suite 701
Vancouver, Washington 98660
Telephone: (360) 694-7551
Facsimile: (360) 693-5574

10. This ROE Agreement contains the entire understanding of the parties regarding acquisition of the Property and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this ROE Agreement.

11. This ROE Agreement may be executed in one or more counterparts, each of which shall constitute an original but all together of which shall constitute but a single document. A fax transmission of a signature page will be considered an original signature page. At the request of a party, the other party will confirm a fax-transmitted signature page by delivering an original signature page to the requesting party.

12. This ROE Agreement shall be recorded in the office of the Clark County Auditor, Clark County, Washington at the sole cost and expense of the Port.

7 – PERMIT AND RIGHT OF ENTRY FOR CONSTRUCTION PURPOSES

Clark Auditor Fri Oct 24 11:29:30 PDT 2014 5114835 Page 7

EXHIBIT 2
Page 7 of 28

13. This ROE Agreement shall be governed by the laws of the State of Washington. The Parties agree that venue for any action brought by a party in connection with this ROE Agreement shall lie in the Washington state courts sitting in Clark County, Washington, and that such courts constitute a convenient forum.

14. This ROE Agreement will be binding upon and inure only to the benefit of the Parties and their respective successors and assigns and nothing herein shall confer or is intended to confer upon any person, other than the Parties and their respective successors and assigns, any rights, remedies, obligations, or liabilities.

15. If any term, covenant, condition or provision of this ROE Agreement is held to be invalid, void, or unenforceable, the other terms of this ROE Agreement shall remain in full force and shall in no way be affected, impaired, or invalidated.

16. The recitals are hereby incorporated by reference into the body of this ROE Agreement.

17. The waiver by one party of the performance of any covenant, term, or condition under this ROE Agreement shall not invalidate this ROE Agreement nor shall it be considered a waiver by it of any other covenant, term, or condition hereunder.

18. Each of the persons signing this ROE Agreement represents and warrants that he or she has been duly authorized to sign this ROE Agreement. Each of the undersigned Parties hereby warrants that it is authorized to execute this ROE Agreement and that this ROE Agreement shall remain in full force and shall in no way be affected, impaired, or invalidated.

19. The rights to each property interest granted by the Owner to the Port herein shall merge into any future instrument conveying that particular property interest to the Port, including a deed, easement or other instrument, or shall terminate at 11:59 P.M. on October 31, 2015, whichever occurs earlier.

20. Negotiations of Agreement of Purchase and Sale of Real Estate and Closing.

- (a) The Parties are presently in negotiations to determine a final purchase price for the Property and to enter into an Agreement of Purchase and Sale of Real Estate ("PSA") with respect to the negotiated purchase and sale of the Property by the Parties. The Parties agree to negotiate in good faith in an effort to enter into a PSA and to use their reasonable best efforts to close the purchase and sale of the Property under a PSA within six (6) months of the effective date of this ROE Agreement. The Port agrees that it shall

8 – PERMIT AND RIGHT OF ENTRY FOR CONSTRUCTION PURPOSES

Clark Auditor Fri Oct 24 11:29:30 PDT 2014 5114835 Page 8

EXHIBIT 2
Page 8 of 28

not undertake any construction on the Property of its Electrical Substation Project and associated improvements until after the Closing.

- (b) If Owner and the Port are not able to negotiate a final purchase price for the Property prior to the expiration of this ROE Agreement, then the Parties shall either (i) enter into an amendment to this ROE Agreement extending the term of this ROE Agreement to allow further negotiations to resolve the final purchase price for the Property or for any other purpose upon agreement by the Parties, or (ii) the Port shall file eminent domain proceedings on the last court business day prior to the expiration of this ROE Agreement and any remaining Just Compensation will be paid pursuant to the terms of a final Judgment and Decree of Appropriation and any other compensation, recovery or relief to which Owner may be entitled to will be resolved pursuant to procedures provided by applicable law. In the event the Port finds it necessary to file an eminent domain proceeding, Owner hereby stipulates to the entry of an Order Adjudicating Public Use and Necessity and to an Order granting the Port statutory possession and use of the Property from the effective date of this ROE Agreement and consistent with the terms of this ROE Agreement. By entering into this Agreement, Owner does not waive, in any manner, and specifically reserves the right to Just Compensation, relocation assistance, if any is due, for any or all of the Property and any other right to compensation, recovery, or relief to which Owner may be entitled under applicable law.

[Signatures appear on the following page]

9 – PERMIT AND RIGHT OF ENTRY FOR CONSTRUCTION PURPOSES

Clark Auditor Fri Oct 24 11:29:30 PDT 2014 5114835 Page 9

EXHIBIT 2
Page 9 of 28

OWNER:

CLARK COUNTY, WASHINGTON
a political subdivision of the State of
Washington

By: Tom Mielke
Tom Mielke, Chair
Board of Clark County Commissioners

Dated: Oct. 14, 2014

By: NA
David Madore, Commissioner

By: NA
Edward L. Barnes, Commissioner

PORT:

PORT OF VANCOUVER, USA
a Washington port district

By: Todd M. Coleman
Todd M. Coleman
Executive Director/CEO

Dated: 10.16.14

APPROVED AS TO FORM:

Alicia L. Lowe
Alicia L. Lowe
General Counsel for the Port of Vancouver,
USA

Dated: 10-20-14

APPROVED AS TO FORM ONLY:
Anthony F. Golik
Clark County Prosecuting Attorney

By: Christine M. Cook
Christine M. Cook
Sr. Deputy Prosecuting Attorney

Dated: 10/14/14

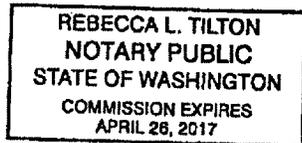
[Notary Blocks on following page.]

10 - PERMIT AND RIGHT OF ENTRY FOR CONSTRUCTION PURPOSES

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document. On this 14th day of October, 2014, before me personally appeared **TOM MIELKE**, to me known to be the **CHAIR of BOARD OF CLARK COUNTY COMMISSIONERS**, the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument of behalf of the company.

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



Rebecca L. Tilton
Notary Public for the State of Washington,
residing at Vancouver
My commission expires: 4/26/17

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

I certify that I know or have satisfactory evidence that the person appearing before me and making this acknowledgment is the person whose true signature appears on this document. On this 15th day of October, 2014, before me personally appeared **TODD M. COLEMAN**, to me known to be the **EXECUTIVE DIRECTOR/CEO of the PORT OF VANCOUVER, USA**, the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument of behalf of the company.



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

Michelle Allan
Notary Public for the State of Washington,
Residing at Clark County
My Commission expires 6/1/17

11 - PERMIT AND RIGHT OF ENTRY FOR CONSTRUCTION PURPOSES

residing at _____
My commission expires: _____



12 - PERMIT AND RIGHT OF ENTRY FOR CONSTRUCTION PURPOSES

Clark Auditor Fri Oct 24 11:29:30 PDT 2014 5114835 Page 12

EXHIBIT 2
Page 12 of 28

**EXHIBIT A-1
TO
PERMIT AND RIGHT OF ENTRY FOR CONSTRUCTION PURPOSES**

LEGAL DESCRIPTION AND DEPICTION OF PARCEL 1

See attached legal description and depiction.

EXHIBIT A-1 TO PERMIT AND RIGHT OF ENTRY FOR CONSTRUCTION PURPOSES

Clark Auditor Fri Oct 24 11:29:30 PDT 2014 5114835 Page 13

**EXHIBIT 2
Page 13 of 28**

**EXHIBIT A-2
TO
PERMIT AND RIGHT OF ENTRY FOR CONSTRUCTION PURPOSES**

LEGAL DESCRIPTION AND DEPICTION OF PARCEL 2

See attached legal description and depiction.

EXHIBIT A-2 TO PERMIT AND RIGHT OF ENTRY FOR CONSTRUCTION PURPOSES

Clark Auditor Fri Oct 24 11:29:30 PDT 2014 5114835 Page 14

**EXHIBIT 2
Page 14 of 28**

**EXHIBIT A-3
TO
PERMIT AND RIGHT OF ENTRY FOR CONSTRUCTION PURPOSES**

LEGAL DESCRIPTION AND DEPICTION OF PARCEL 3

See attached legal description and depiction.

EXHIBIT A-3 TO PERMIT AND RIGHT OF ENTRY FOR CONSTRUCTION PURPOSES

Clark Auditor Fri Oct 24 11:29:30 PDT 2014 5114835 Page 15

**EXHIBIT 2
Page 15 of 28**

**EXHIBIT A-1
TO
PERMIT AND RIGHT OF ENTRY FOR CONSTRUCTION PURPOSES**

LEGAL DESCRIPTION AND DEPICTION OF PARCEL 1

See attached legal description and depiction.

EXHIBIT A-1 TO PERMIT AND RIGHT OF ENTRY FOR CONSTRUCTION PURPOSES

Clark Auditor Fri Oct 24 11:29:30 PDT 2014 5114835 Page 16

**EXHIBIT 2
Page 16 of 28**

EXHIBIT A-1
PARCEL 1



LAND SURVEYORS
ENGINEERS

(360) 695-1385
1111 Broadway
Vancouver, WA
98660

LEGAL DESCRIPTION FOR PORT OF VANCOUVER
REVISED SUBSTATION BOUNDARY ADJUSTMENT PERIMETER

February 19, 2014

A parcel of property in Sections 19 and 20, Township 2 North, Range 1 East of the Willamette Meridian in Clark County, Washington and being a portion of the Henry Van Alman D.L.C. further described as follows:

The following courses are on a grid bearing Washington State coordinate system North American Datum 1983. A scale factor of 1.000049 has been applied to the measured field distances.

COMMENCING at the Northeast corner of said Section 19, from which a 1 1/2" iron pipe (as shown on that survey recorded in Book 29 at Page 161) bears North 02° 24' 03" East 273.11 feet;

THENCE South 37° 43' 43" East 972.23 feet to the Northeast corner of that parcel conveyed to Clark County Washington by deed recorded under Auditor's File number 9804030486, Clark County records;

THENCE South 35° 00' 13" West along the Easterly line of said Clark County parcel, 184.75 feet to the Southeast corner of the "Northerly Parcel" as conveyed to the Port of Vancouver, USA by deed recorded under Auditor's File number 4722835, Clark County records and the TRUE POINT OF BEGINNING;

THENCE North 63° 29' 52" West along the Southerly line of said "Northerly Parcel" 237.50 feet;

THENCE North 69° 51' 27" West along said Southerly line 215.16 feet;

THENCE North 79° 23' 45" West along said Southerly line 234.18 feet to the Westerly line of said Clark County Parcel and a 692.00 foot radius curve to the left which has a tangent bearing of South 68° 42' 13" West into said curve at this point;

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(PJS/pjs)

Page 1 of 3

Clark Auditor Fri Oct 24 11:29:30 PDT 2014 5114835 Page 17

EXHIBIT 2
Page 17 of 28

EFSEC Ex.2002-000040-CLA



LAND SURVEYORS
ENGINEERS

(360) 695-1385
1111 Broadway
Vancouver, WA
98660

THENCE along said Westerly line and around said 692.00 foot radius curve to the left
78.29 feet;

THENCE South 72° 55' 24" East 413.51 feet;

THENCE South 25° 21' 37" West 86.92 feet;

THENCE South 31° 14' 36" West 34.45 feet;

THENCE South 52° 11' 25" West 46.04 feet;

THENCE South 32° 39' 24" West 31.84 feet;

THENCE South 03° 54' 55" West 35.84 feet;

THENCE South 25° 45' 34" East 38.29 feet;

THENCE South 54° 58' 03" East 173.96 feet;

THENCE South 19° 25' 40" East 29.70 feet;

THENCE South 34° 36' 53" West 227.13 feet to the Northerly line of the "Southerly
Parcel" as conveyed to the Port of Vancouver, USA by deed recorded under Auditor's File
number 4722835, Clark County records;

THENCE along said Northerly line the following courses;

THENCE North 83° 21' 34" East 28.04 feet;

THENCE North 35° 02' 38" East 31.89 feet;

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(PJS/pja)

Page 2 of 3

Clark Auditor Fri Oct 24 11:29:30 PDT 2014 5114835 Page 18

EXHIBIT 2
Page 18 of 28

EFSEC Ex.2002-000041-CLA



LAND SURVEYORS
ENGINEERS

(360) 695-1385
1111 Broadway
Vancouver, WA
98660

THENCE North 82° 44' 56" East 33.80 feet to the Easterly line of said Clark County parcel;

THENCE North 35° 01' 57" East leaving said Northerly line and along the Easterly of said Clark County parcel 512.70 feet to an angle point in said Easterly line;

THENCE North 35° 00' 13" East along said Easterly line 30.99 feet to the TRUE POINT OF BEGINNING.

Containing 139,261 square feet or 3.19 acres approximately.



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Page 3 of 3

Clark Auditor Fri Oct 24 11:29:30 PDT 2014 5114835 Page 19

EXHIBIT 2
Page 19 of 28

EFSEC Ex.2002-000042-CLA

EXHIBIT A-2
PARCEL 2



LAND SURVEYORS
ENGINEERS

(360) 695-1385
1111 Broadway
Vancouver, WA
98660

LEGAL DESCRIPTION FOR PORT OF VANCOUVER
LIMITED ACCESS EASEMENT

February 19, 2014

A parcel of property in Sections 19 and 20, Township 2 North, Range 1 East of the Willamette Meridian in Clark County, Washington and being a portion of the Henry Van Alman D.L.C. further described as follows:

The following courses are on a grid bearing Washington State coordinate system North American Datum 1983. A scale factor of 1.000049 has been applied to the measured field distances.

COMMENCING at the Northeast corner of said Section 19, from which a 1 1/2" iron pipe (as shown on that survey recorded in Book 29 at Page 161) bears North 02° 24' 03" East 273.11 feet;

THENCE South 37° 43' 43" East 972.23 feet to the Northeast corner of that parcel conveyed to Clark County Washington by deed recorded under Auditor's File number 9804030486, Clark County records;

THENCE South 35° 00' 13" West along the Easterly line of said Clark County parcel, 184.75 feet to the Southeast corner of the "Northerly Parcel" as conveyed to the Port of Vancouver, USA by deed recorded under Auditor's File number 4722835, Clark County records;

THENCE North 63° 29' 52" West along the Southerly line of said "Northerly Parcel" 237.50 feet;

THENCE North 69° 51' 27" West along said Southerly line 215.16 feet;

THENCE North 79° 23' 45" West along said Southerly line 234.18 feet to the Westerly line of said Clark County Parcel and a 692.00 foot radius curve to the left which has a tangent bearing of South 68° 42' 13" West into said curve at this point;

THENCE along said Westerly line and around said 692.00 foot radius curve to the left 78.29 feet;

THENCE South 72° 55' 24" East 8.82 feet to the TRUE POINT OF BEGINNING;

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Page 1 of 2

Clark Auditor Fri Oct 24 11:29:30 PDT 2014 5114835 Page 21

EXHIBIT 2
Page 21 of 28

EFSEC Ex.2002-000044-CLA

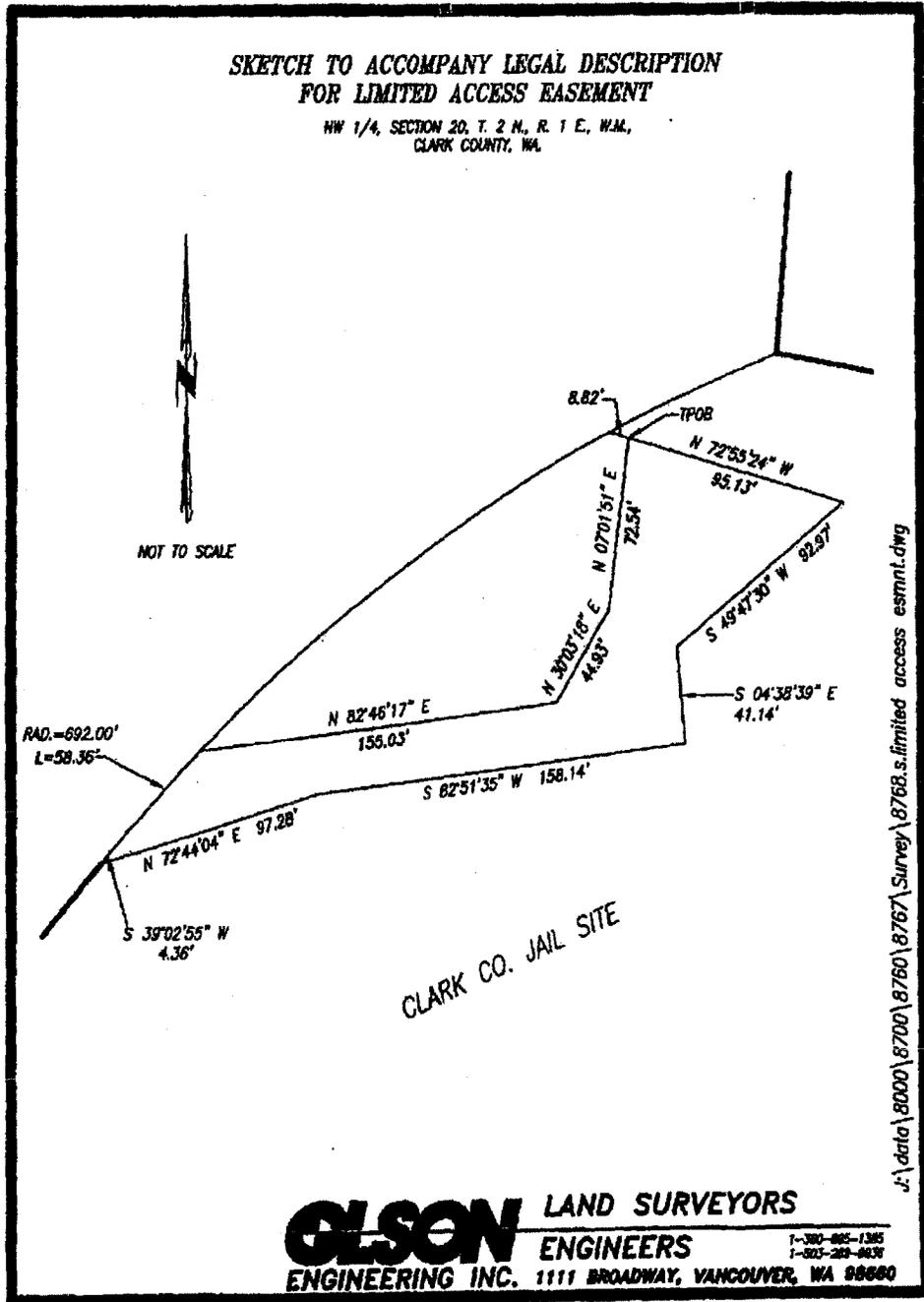
THENCE South 72° 55' 24" East 95.13 feet;
THENCE South 49° 47' 30" West 92.97 feet;
THENCE South 04° 38' 39" East 41.14 feet;
THENCE South 82° 51' 35" West 158.14 feet;
THENCE South 72° 44' 04" West 97.28 feet to the Westerly line of said Clark County Parcel;
THENCE North 39° 02' 55" East along said Westerly line 4.36 feet to a 692.00 foot radius curve to the right;
THENCE along said Westerly line and around said 692.00 foot radius curve to the right 58.36 feet;
THENCE North 82° 46' 17" East 155.03 feet;
THENCE North 30° 03' 18" East 44.93 feet;
THENCE North 07° 01' 51" East 72.54 feet to the TRUE POINT OF BEGINNING.
Containing 12,138 square feet or 0.28 acres approximately.



2-3-2014

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
FOR LIMITED ACCESS EASEMENT

NW 1/4, SECTION 20, T. 2 N., R. 1 E., W.M.,
CLARK COUNTY, WA.



Clark Auditor Fri Oct 24 11:29:30 PDT 2014 5114835 Page 23

EXHIBIT 2
Page 23 of 28

**EXHIBIT A-3
TO
PERMIT AND RIGHT OF ENTRY FOR CONSTRUCTION PURPOSES**

LEGAL DESCRIPTION AND DEPICTION OF PARCEL 3

See attached legal description and depiction.

EXHIBIT A-3 TO PERMIT AND RIGHT OF ENTRY FOR CONSTRUCTION PURPOSES

Clark Auditor Fri Oct 24 11:29:30 PDT 2014 5114835 Page 24

**EXHIBIT 2
Page 24 of 28**

EXHIBIT A-3
Parcel 3



LAND SURVEYORS
ENGINEERS

(360) 695-1385
1111 Broadway
Vancouver, WA
98660

LEGAL DESCRIPTION FOR PORT OF VANCOUVER
REVISED SUBSTATION CONSTRUCTION EASEMENT

September 26, 2014

A parcel of property in Sections 19 and 20, Township 2 North, Range 1 East of the Willamette Meridian in Clark County, Washington and being a portion of the Henry Van Alman D.L.C. further described as follows:

The following courses are on a grid bearing Washington State coordinate system North American Datum 1983. A scale factor of 1.000049 has been applied to the measured field distances.

COMMENCING at the Northeast corner of said Section 19, from which a 1 1/2" iron pipe (as shown on that survey recorded in Book 29 at Page 161) bears North 02° 24' 03" East 273.11 feet;

THENCE South 37° 43' 43" East 972.23 feet to the Northeast corner of that parcel conveyed to Clark County Washington by deed recorded under Auditor's File number 9804030486, Clark County records;

THENCE South 35° 00' 13" West along the Easterly line of said Clark County parcel, 184.75 feet to the Southeast corner of the "Northerly Parcel" as conveyed to the Port of Vancouver, USA by deed recorded under Auditor's File number 4722835, Clark County records;

THENCE North 63° 29' 52" West along the Southerly line of said "Northerly Parcel" 237.50 feet;

THENCE North 69° 51' 27" West along said Southerly line 215.16 feet;

THENCE North 79° 23' 45" West along said Southerly line 234.18 feet to the Westerly line of said Clark County Parcel and a 692.00 foot radius curve to the left which has a tangent bearing of South 68° 42' 13" West into said curve at this point;

THENCE along said Westerly line and around said 692.00 foot radius curve to the left 78.29 feet to the TRUE POINT OF BEGINNING;

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(PJS/pja)

Page 1 of 3

Clark Auditor Fri Oct 24 11:29:30 PDT 2014 5114835 Page 25

EXHIBIT 2
Page 25 of 28

EFSEC Ex.2002-000048-CLA



LAND SURVEYORS
ENGINEERS

(360) 695-1385
1111 Broadway
Vancouver, WA
98660

- THENCE South 72° 55' 24" East 413.70 feet;
- THENCE South 25° 21' 37" West 86.92 feet;
- THENCE South 31° 14' 36" West 34.45 feet;
- THENCE South 52° 11' 25" West 46.04 feet;
- THENCE South 32° 39' 24" West 31.84 feet;
- THENCE South 03° 54' 55" West 35.84 feet;
- THENCE South 25° 45' 34" East 38.29 feet;
- THENCE South 54° 58' 03" East 173.96 feet;
- THENCE South 19° 25' 40" East 29.70 feet;
- THENCE South 34° 36' 53" West 18.53 feet;
- THENCE North 19° 25' 40" West 35.77 feet;
- THENCE North 54° 58' 03" West 173.06 feet;
- THENCE North 25° 45' 34" West 46.17 feet;
- THENCE North 03° 54' 55" East 43.66 feet;
- THENCE North 32° 39' 24" East 38.26 feet;
- THENCE North 52° 11' 25" East 52.87 feet;
- THENCE North 25° 21' 37" East 93.29 feet;
- THENCE North 72° 55' 24" West 284.21 feet;
- THENCE South 49° 47' 30" West 95.51 feet;
- THENCE North 74° 11' 13" West 44.80 feet;

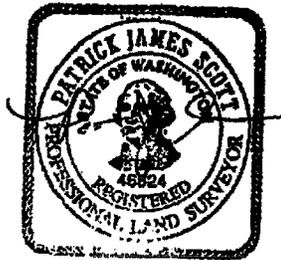
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Page 2 of 3

THENCE North 07° 01' 51" East 96.70 feet to the Westerly line of said Clark County Parcel and a 692.00 foot radius curve to the right which has a tangent bearing of North 62° 08' 12" East into said curve at this point;

THENCE along said Westerly line and around said 692.00 foot radius curve to the right 1.60 feet to the TRUE POINT OF BEGINNING;

Containing 19,514 square feet or 0.45 acres approximately.



9-26-2014

