

CLARK COUNTY STAFF REPORT

DEPARTMENT: Public Works / Parks and Lands / Land and Vegetation Management

DATE: Feb. 27, 2018

REQUESTED ACTION: Execute agreements with the cities of Camas, La Center and Washougal and the Columbia Land Trust to distribute Conservation Futures revenue for park and open space land acquisitions.

Consent Hearing County Manager

BACKGROUND

The Clark County Council approved Resolution No. 2017-11-06 authorizing use of Conservation Futures revenues to assist the cities of Camas, La Center, and Washougal and the Columbia Land Trust in acquiring six properties for park and open space purposes. These agreements provide the legal mechanism to distribute Conservation Futures revenue to the three cities and the Columbia Land Trust and describe the terms for providing the funds.

COUNCIL POLICY IMPLICATIONS

Resolution No. 2017-11-6 also authorized the Clark County Treasurer to issue \$7 million in bonds for these acquisitions and four others where Clark County will be the purchaser. Principal and interest on the bonds will be paid with Conservation Futures revenue over a 20-year period. By separate resolution, the Treasurer, with assistance from the county's bond counsel, will request formal authorization to issue the bonds.

ADMINISTRATIVE POLICY IMPLICATIONS

The Treasurer will administer the bond sale, as authorized by the Clark County Council.

COMMUNITY OUTREACH

The Parks Advisory Board and the Clark County Council reviewed the proposed acquisitions during summer and fall of 2017. The city councils for the three cities already have executed the interlocal agreements. Public Works has posted information about the proposed acquisitions. There also have been stories in local media about the acquisitions.

BUDGET IMPLICATIONS

A Fiscal Impact Statement was included with the Nov. 7, 2017, staff report requesting approval of Resolution 2017-11-06

YES	NO	
X		Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
	X	Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

PW18-038

BUDGET DETAILS

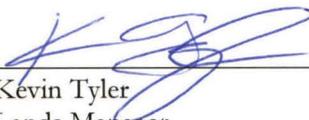
Local Fund Dollar Amount	N/A
Grant Fund Dollar Amount	N/A
Account	N/A
Company Name	N/A

DISTRIBUTION:

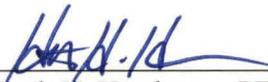
Council staff will post all staff reports to the county website, www.clark.wa.gov/thegrid/

Attachments:

- Interlocal Agreement with the City of Camas: Lacamas Lake North
- Interlocal Agreement with the City of La Center: Bolen Creek Habitat/Trail Corridor
- Interlocal Agreement with the City of Washougal: Washougal Greenway Connection
- Agreement with Columbia Land Trust: East Fork Lewis River-Optimists
- Agreement with Columbia Land Trust: Rock Creek Forest
- Agreement with Columbia Land Trust: Yacolt Burn Forest – Phase 1



Kevin Tyler
Lands Manager



Heath H. Henderson, PE
Public Works Director/County Engineer

Primary Staff Contact: Patrick Lee, Ext. 4070



APPROVED:
CLARK COUNTY, WASHINGTON
CLARK COUNTY COUNCIL
DATE: 2-27-18
SR# 49-18



APPROVED: _____
Jim Rumpeltes, Interim County Manager

DATE: _____

CITY OF CAMAS
LACAMAS LAKE NORTH
INTERLOCAL AGREEMENT FOR
CONSERVATION FUTURES FUNDING

APPENDIX A INTERLOCAL AGREEMENT

I PURPOSE

This agreement sets forth the terms and conditions by which Clark County, Washington, hereafter referred to as County, shall provide funds from its Conservation Futures Account, pursuant to RCW 84.34.210 and Chapter 3.24 of the Clark County Code, to the City of Camas, hereinafter identified as City, for the purpose of acquiring fee simple or lesser interest in open space, farm land, or timber land, as such are defined in RCW 84.34.020.

II AUTHORITY

This interlocal agreement by and between Clark County, Washington, and the City of Camas is authorized by Chapter 39.34 of the Revised Code of Washington.

III PROJECT DESCRIPTION

The City's application to County is part of this contract. The application is the City's notification of its intent to implement and manage this project in conformance with local and state goals and objectives. The project to be assisted is summarized from the City's application as follows:

- A. Acquire approximately 70 acres of land to protect, scenic, recreation and environmental values adjacent to the north shore of Lacamas Lake.
- B. Acquisition facilitates establishment of a primary trailhead and key link in a seven (7) mile multi-use trail system that surrounds Lacamas Lake

IV FUNDING OF PROJECT

City estimates the total cost of the property to be acquired under terms of this agreement is \$4,780,000. City requests that County pay \$2,580,000, or 54 percent of the total estimated project cost.

County recognizes, however, that this estimate, while made in good faith, may or may not represent fair market value as determined by standard professional appraisal procedures.

County agrees to pay \$2,580,000 or 54 percent of the total estimated project cost, or the same percentage amount of fair market value, whichever is less.

- A. Fair market value shall be determined utilizing professional appraisal procedures as set forth in subsections 1 through 5, below:
 1. Fair Market Value is established through professional appraisals.
 2. Appraisals are completed and approved by a real estate appraiser licensed in the state of Washington pursuant to 18.140 RCW.
 3. Review appraisals, when required by state or federal regulations or grant funding sources, or when determined advisable by County, shall be completed by a Member of the American Institute of Real Estate Appraisers (MAI) licensed in the state of Washington.
 4. Appraisal Reports and Reviews for acquisitions involving federal funding must be in compliance with the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA).
 5. For all other funding programs, appraisals meeting the current Uniform Standards of Professional Appraisal Practice (USPAP) publication are acceptable with the following exceptions:
 - a. Extraordinary Assumptions and Hypothetical Conditions must be clearly listed and justified in the appraisal report.
 - b. Appraisals must consider existing encumbrances.
 - c. The restricted format for reporting appraisals is not acceptable.
 - d. Appraisers must provide a specific point value rather than a value range.
 - e. Property owners are given an opportunity to accompany each appraiser during inspection of the property.

- B. City Completes Due Diligence Investigations:
 1. City orders and reviews a preliminary title report. City submits title report to County for review with the County Prosecuting Attorney.
 2. If no prior survey exists, City shall have a boundary survey of the property completed and a legal description of the property prepared.
 3. City shall prepare all required maps and exhibits, such as the Land and Water Conservation Fund 6(f)(3) map, for acquisitions involving federal funding based on the legal description of any easements or other encumbrances that may restrict use of the property.
 4. Acquisitions that may receive grant funding will meet all requirements of the anticipated funding sources.
 5. City shall invite County to participate in a site inspection, or series of site inspections, to determine that the property is suitable for the intended purpose.
 - a. Zoning is appropriate for the intended use.

- b. Necessary land use permits for the intended use are identified/verified.
 - c. Structures meet current building code requirements.
 - d. An Americans with Disabilities Act (ADA) and/or Outdoor Accessibility (USDOJ) assessment is completed.
6. City requires a hazardous materials questionnaire to be completed by the property owner:
- a. If deemed advisable by City or County, City shall cause a Phase I Environmental Site Assessment to be completed.
 - b. The format and content of Phase I ESA reports must be in general accordance with the American Society for Testing of Materials (ASTM) Standard Practice for Environmental Site Assessments including: Site Assessment Process E-1527-05 and the United States Environmental Protection Agency's (USEPA) standards for All Appropriate Inquiries (AAI) at 40 Code of Federal Regulations (CFR) Part 312.
- C. The cost of the appraisal, other due diligence studies and related administrative costs incurred by City may be reimbursed by County as components of the \$2,580,000, or 54% of total costs requested by City. Unless specifically authorized via a written amendment to this agreement, however, County funding contributions to this acquisition project including land costs and said incidental costs shall not exceed this limit.
- D. In the event fair market value exceeds the City's estimated project cost, the Board of County Councilors, at its discretion, may increase the approved funding allocation to cover fair market value of the property to be acquired. A written request to this effect should be submitted by City to the County Conservation Futures Program Manager, acting as program staff for the Board of Councilors. The request shall include a copy of the appraisal report and appraisal review. County program manager shall notify City of the Board's decision within 45 days of the receipt of the request, or as soon thereafter as is practicable, and a written amendment to this agreement shall be executed by the parties.

V LAND ACQUISITION COSTS EXCEEDING FAIR MARKET VALUE

County considers a reviewed and approved appraisal to be an acceptable estimate of property value. The negotiation between a willing seller and a willing buyer may set a price that is higher than the appraisal, and this marketplace value may be considered along with the appraised value in establishing the reasonable limits of assistance.

If City believes that the negotiation price is a better indication of market value yet it is higher than the appraised value, a detailed and well-documented statement of this difference must be submitted, together with a formal request for a cost increase. This

statement must explain why the appraisal did not reflect the true value and what steps City took to establish the true value through acceptable appraisal technique.

VI STATEMENT OF DIFFERENCE IN VALUE

If the property is to be purchased for less than the approved fair market value, City must submit a letter to County signed by seller acknowledging that the seller was aware of the approved fair market value and that the seller's decision to sell at less than fair market value was made of his/her own free will.

VII REAL PROPERTY ACQUISITION PROCEDURES

City may designate City staff or a third party as the "Acquisition Specialist" that will assist with the acquisition of the subject property. A list of this individual's qualifications and credentials relating to real property acquisition shall be provided to the Conservation Futures Program Manager to assure the designated acquisition specialist is qualified to participate.

VIII CONTINGENCIES

The duty of County to pay out funds under this contract depends on:

- A. Strict compliance by City with the terms of this contract, and;
- B. Available funds in County's Conservation Futures Account.

IX ACQUISITION PERIOD

The term of this project shall run from the date of funding approval by the Board of County Councilors until December 31, 2021. City must complete the acquisition within this term.

The Board of County Councilors may extend the acquisition period at its discretion. To secure an extension, City shall send written notice to the Conservation Futures Program Manager, acting as program staff for the Board of Councilors, at least thirty days prior to the end of the acquisition period. The notice shall state the need for an extension and explain the reasons for the request. The program manager shall notify City of the Board's decision within thirty days of receipt of the request, or as soon thereafter as is practicable.

Any project that has not been completed within the acquisition period, and for which no extension has been granted, shall be considered withdrawn and allocated funds shall become available for other projects.

City agrees to notify the Conservation Futures Program Manager of any circumstances or events during the acquisition period (such as an owner indicating he is no longer a willing seller) which will cause the termination of efforts to acquire the subject property.

City, on forms provided, will advise Clark County at least once every six months of their acquisition progress.

City shall obtain, and submit for review by County, a title insurance policy for the acquired land. County shall review all easements, restrictions, and other encumbrances that appear in the policy to assure that they do not impact, to an excessively negative degree, the Conservation Futures purposes for which the land is to be acquired. Clark County will not release funds for land purchases until this requirement is met.

X DURATION OF INTERLOCAL AGREEMENT

This agreement shall remain in effect in perpetuity, except as otherwise provided for in the "Acquisition Period" section of this agreement.

XI RELATIONSHIP OF PARTIES

The Clark County Board of Councilors imposed the Conservation Futures levy to provide a reliable and predictable funding source to help acquire interest in open space, farm land, timber land, and certain classifications of park property. This project, however, is sponsored by the City of Camas and not Clark County. The purpose of this agreement is to provide City monetary assistance, which will enable it to complete the project described herein. In return for monetary assistance, County requires that a Deed of Right to the County, as shown in Appendix B, be recorded by City at closing of the acquisition to ensure that the acquired land is managed consistent with the purposes articulated in this agreement. County will not acquire any ownership interest in the subject property by virtue of this agreement, nor will County assume any responsibility for improving or managing the property.

City shall be responsible for the management of this project within the terms and conditions of this agreement. Furthermore, Clark County shall not become party to any contract between the Contracting Party and others by reason of having entered into this agreement.

XII OTHER ORGANIZATIONS

No separate legal or administrative entity shall be created by this agreement.

XIII PERFORMANCE

City agrees to manage the subject property in a manner consistent with the legislative declarations and objectives set forth in RCW 84.34.010-020 and RCW 84.34.200-250 and in Chapter 3.24 of the Clark County Code. Moreover, City recognizes that boards of county councilors are the only legislative authority empowered to impose the Conservation Futures levy and that the Board of Clark County Councilors, having done so, has the responsibility to assure proper use and administration of the Conservation Futures Fund and has a corresponding interest in the management of all properties acquired with the fund. Therefore City shall operate and maintain the subject property as follows:

- A. The property and any improvements to the property shall be kept safe and clean.
- B. City shall make reasonable effort to control nonconforming uses, such as hunting in wildlife preserves and sanctuaries.
- C. Sanitation and sanitary facilities shall be maintained in accordance with applicable state and local public health standards.
- D. City shall submit to the Conservation Futures Program Manager any plans for improving the subject property to assure statutory compliance and consistency with the Conservation Futures Project Application attached as Appendix _____. This does not apply to routine maintenance. Improvements that may be allowed under terms of the statute, the plans for which, in any event, should be submitted to the program manager, include but are not limited to picnic tables, viewpoints, rest areas, docks, benches, boat launches, restrooms, and parking lots. Work shall not commence without written approval from the Conservation Futures Program Manager. Though County shall be given the opportunity to review plans for improvements, this should not be construed to mean that County shall participate in the funding of improvements.
- E. City shall submit to the Conservation Futures Program Manager any proposals for lease-back agreements, as provided in RCW 84.34.210 easements, rights-of-way, or other conditions or restrictions which limit the use of or alter the character of the subject property. Any such proposal shall be reviewed for statutory compliance and consistency with proposed plans and uses as stated in City's project application at the time of funding approval. City shall not conclude any such agreement without written consent of the Conservation Futures Program Manager.
- F. The property shall be kept open for public use at reasonable hours and times of year. County recognizes, however, that appropriate hours may vary considerably depending on the type of interest that has been acquired, and

the existence of leaseback or other agreements that might properly limit public access.

- G. The property shall be open for the use of all segments of the public without restriction because of the race creed, color, sex, religion, national origin or residence of the user.
- H. Roads, trails, tables, benches, and other improvements shall be kept in reasonable repair throughout their estimated lifetime, as to prevent undue deterioration that would discourage public use.
- I. City should operate and maintain the facility in accordance with all applicable federal, state, and local laws and regulations.

XIV USER FEES AND CHARGES

User or other types of fees may be charged in connection with areas that are the subject matter of this contract, provided that the fees and charges are commensurate with the value of recreation services or opportunities furnished and are within the prevailing range of public fees and charges within the state for the particular activity involved.

XV CONVERSION

City for and in consideration of monies coming in whole or in part from Clark County's Conservation Futures Fund, shall record a Deed of Right to County upon closing, and dedicate the property to be acquired under terms of this agreement in perpetuity for the public's use and enjoyment and to promote the purposes of Conservation Futures.

The City will not make or permit to be made any use of the real property described in this agreement, or any part of it, which is inconsistent with those chapters of the Clark County Code and Revised Code of Washington that govern the use of Conservation Futures funds, or any use which is inconsistent with the purposes and improvements as described in City's project application at the time of funding approval, unless the Board of Clark County Councilors consents to the inconsistent use. County shall approve any such conversion only upon conditions where City can assure it will acquire substitute properties which are of equal or greater value at the time of conversion, which, to the extent feasible, are equivalent in usefulness and location, and which also meet the goals and objectives of the Conservation Futures Program.

XVI REMEDIES

In the event the City fails to comply with any or all of its obligations under this agreement, County stipulates that specific performance shall be the remedy preferred

by County.

The remedy of specific performance shall not be the sole remedy and does not serve to exclude any and all other remedies available to County. County may choose to exercise any and all other remedies available, together with, or as an alternative to, specific performance, at the option of County.

XVII REPORTS AND INSPECTIONS

City, in cooperation with the Conservation Futures Program Manager, shall prepare a final report upon completion of this project or its early termination for presentation to the Board of Clark County Councilors. The report shall include a final accounting of all expenditures and a description of the work accomplished. If the project is terminated early, the report shall provide a full explanation of the reasons for not completing the project. City also agrees to provide interim status reports to the Conservation Futures Program Manager every six months during the acquisition period.

Property and improvements acquired under terms of this agreement shall be available for inspection by the Conservation Futures Program Manager, or his designee, upon request. As a matter routine, Clark County shall conduct an on-site inspection approximately once a year to assure that the property is being operated, maintained, and used in accordance with this Contract.

XVIII ASSIGNMENT

This agreement shall not be assignable in whole or in part by the City except with the express written consent of the Board of Clark County Councilors.

XIX HOLD HARMLESS

City agrees to defend and hold harmless Clark County, Washington, the Board of Clark County Councilors and any employees thereof from any and all suits at law or equity or claims or demands, or any loss of any nature, including but not limited to costs and attorneys' fees, suffered, or alleged to be suffered, on the premises, or arising out of use, improvements, operation, or management of the subject property.

XX NOTICES

Any notices, requests, consents, approvals, and other communications shall be in writing and shall be deemed to have been sufficiently given for all purposes when delivered or mailed by first class postage or certified mail, postage prepaid, addressed as follows:

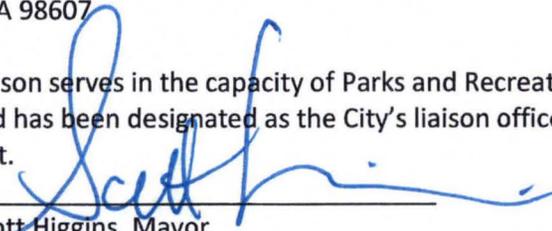
A. Notice to Clark County

TO: Conservation Futures Program Manager
Clark County Public Works Department
Parks and Lands Division
4700 NE 78th Street
Vancouver, Washington 98665

B. Notice to the Camas

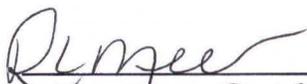
TO: Jerry Acheson
Parks and Recreation Manager
616 NE 4th Avenue
Camas, WA 98607

Jerry Acheson serves in the capacity of Parks and Recreation Manager for the City of Camas and has been designated as the City's liaison officer for the purposes of this agreement.

Attest: 
Scott Higgins, Mayor

ADOPTED this 27th day of Feb., 2018

ATTEST:


~~Rebecca Tilton~~ *messaging*
Clerk to the Board

APPROVED AS TO FORM, ONLY
Anthony F. Golik
Prosecuting Attorney

By: 
Amanda Migchelbrink
Deputy Civil Prosecutor



BOARD OF COUNTY COUNCILORS
FOR CLARK COUNTY, WASHINGTON

By: 
Marc Boldt, Chair

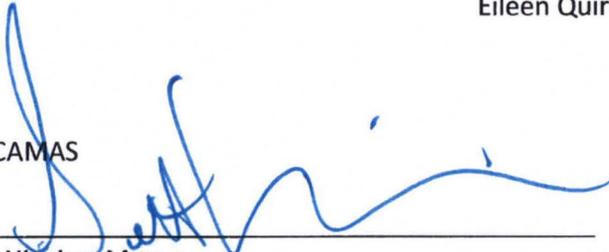
By: _____
Jeanne Steward, Councilor

By: _____
Julie Olson, Councilor

By: _____
John Blom, Councilor

By: _____
Eileen Quiring, Councilor

CITY OF CAMAS

By: 
Scott Higgins, Mayor

DEED OF RIGHT

For Public Use of Land Acquired Under the Clark County Conservation Futures Program

The City of Camas, _____, for and in consideration of monies coming in whole or in part from the Conservation Futures Account, as established by Chapter 324 of the Clark County Code, and in fulfillment of terms contained in the Interlocal Agreement identified below, conveys and grants to Clark County, Washington, individually and as the representative of all the people of Clark County, the right to use the real property described below forever for those purposes described in the Interlocal Agreement signed by the City of Camas on the 5th day of Feb., 2018 and by Clark County on the 27th day of Feb., 2018, and which is entitled Lacamas Lake North. Project # _____

The City of Camas will not make or permit to be made any use of the real property described in is deed, or any part of it, which is inconsistent with those chapters of the Clark County Code and Revised Code of Washington that govern the use of Conservation Futures Funds, or any use which is inconsistent with the purposes and improvements as described in the City's project application at the time of funding approval, unless the Board of Clark County Councilors consents to the inconsistent use. Clark County shall approve any such conversion only upon conditions where the City of Camas can assure it will acquire substitute properties which are of equal or greater value at the time of conversion, which, to the extent feasible, are equivalent in usefulness and location, and which also meet the goals and objectives of the Conservation Futures Program.

The real property covered by this deed is described in Exhibit A attached hereto and is incorporated by this reference.

This deed shall in no way modify or extinguish the functions of the signatory parties under the terms and conditions set forth in the aforementioned interlocal Agreement.

Dated this 5th day of February

Mayor: - City of Camas - _____

Scott Higgins

Approved as to Form, Only
Anthony F. Golik
Prosecuting Attorney

BY Amanda Migchelbrink
Amanda Migchelbrink
Deputy Civil Prosecutor

Attest: _____

Rebecca Filton
Rebecca Filton
Clerk to the Board

CITY OF CAMAS
LACAMAS LAKE NORTH
APPLICATION FOR
CONSERVATION FUTURES FUNDING - 2017



proud past, promising future

CLARK COUNTY
WASHINGTON

Conservation Futures Project Application / Summary FUNDING CYCLE 2017

SUBMITTAL DATE: June 14, 2017

PROJECT NAME: Lacamas Lake North

SPONSOR INFORMATION

Organization Name: Camas Parks and Recreation Department

Agency Address: 616 NE 4th Avenue, Camas, WA. 98607

Agency Jurisdiction: City of Camas

Contact Name: Jerry Acheson, Department Manager

Contact Phone: (360) 834-5307, EXT 5

Contact E-Mail Address: jacheson@cityofcamas.us

PROJECT LOCATION

Property Address(es) and Tax Identification Numbers:

Camas-Washougal Wildlife League

Property address: 811 SE Leadbetter Rd., Camas, WA 98607

Mailing address:

Tax ID: 117898-000

CJ Dens Lacamas I LLC

Property address: SE Leadbetter Rd., Camas, WA

Mailing address: P.O. Box 2239, Vancouver, WA, 98625

Tax ID: 117905-000

Mills Family LLC

Property address: 114 NE Leadbetter Rd., Camas, WA 98607

Mailing address: 4699 Leasure Rd., Mt. Hood, OR 97041

Tax ID: 177884-000, 986032-101 (within setback), 177903-000 (within setback), 175720-000 (within setback)

Jo Hagerud Rose

Property address: 215 SE Leadbetter Rd, Camas, WA 98607

Mailing address: PO Box 853, Camas, WA 98607

Tax ID: 175721-000

Conservation Futures Program – Department of Environmental Service
1300 Franklin St., PO Box 9810, Vancouver, WA 98666-9810 (360) 397-2121



For other formats, contact the Clark County ADA Office: **Voice** (360) 397-2322; **Relay** 711 or (800) 833-6388; **Fax** (360) 397-6165; **E-mail** ADA@clark.wa.gov.

Edward and Jacqueline Buma

Property address: 23405 NE 9th St, Camas, WA 98607

Mailing address: same

Tax ID: 175772-000

Major Street / Intersection Nearest Property Access Point: SE Leadbetter Road which provides access to unimproved parking lot on CJ Dens parcel at WDFW boat launch. All parcels line SE Leadbetter Rd.

Property Description (type of land use):

Camas-Washougal Wildlife League

C/W Wildlife League property consists of forested uplands (about 50%), open field, clubhouse, owner-occupied mobile home that serves as caretaker's residence

CJ Dens:

CJ Dens consists of undeveloped uplands with mixed mature forest and a graded parking lot;

Mills Family LLC

Mills family property is forested.

Jo Hagerud Rose

Rose property is used for agriculture and open space.

Edward and Jacqueline Buma

Buma property consists of wetlands and forested uplands.

Section:34, 27 Township:2N Range: 3E

EXISTING CONDITIONS

Number of Parcels: 7

Addition: Yes

Total Project Acres: 70 acres of new acquisition (plus 26 acres included in set aside per agreement with developer)

Zoning Classification(s): C/W Wildlife League: CC; CJ Dens: R-7.5; Mills: MF-10, OS, CC; Rose: R-12; Buma: MF-18

Existing Structures/Facilities (No. / Type):

C/W League: Clubhouse and mobile home (owner occupied caretaker).

CJ Dens: Graded parking lot that serves WDFW boat launch

Mills: 3 structures, including Pittock-Leadbetter House

Rose: Barn

Buma: unknown



Current use: Wildlife League property has been used for target shooting and club member meetings and other events. CJ Dens has annual lease with WDFW to use parking lot to support boat launch on Lacamas Shoreline. (City owns boat launch site.) Mills property is forested but under contract with developer, likely to be converted to residential development. Rose property is used as agricultural land, primarily for grazing, and as open space, including walking trails. Buma property is forested.

- Watershed Name: Lacamas Creek (HUC 12), Washougal River (HUC 10), Lower Columbia – Sandy (HUC 8)
- Waterfront Access and type: City of Camas owns narrow strip between Leadbetter Road and Lake; shoreline access for motorized and non-motorized boats, fishing, picnicking, etc.
- Body of Water: Lacamas Lake
- Shoreline (lineal ft.): Roughly 3,820 lineal feet on Lacamas Lake
- Historical / Cultural Features: Pittock-Leadbetter House
- Owner Tidelands/Shorelands: City of Camas owns portion of shoreline. Mills and Rose are also shoreline owners. DNR owns bed of lake.
- Active Agriculture; Currently leased for agriculture: Not applicable
- Threatened / Endangered species present: None identified to date
- Utilities on property (list all known): electric
- Potable water available on site: X Well; Water Service; Is there a water right?

SITE DESCRIPTION (Discuss physical characteristics of proposed acquisition):

This project will acquire all or a portion of 7 adjoining parcels totaling 70 acres on north side of Lacamas Lake. The CJ Dens property consists of mixed-mature forested uplands and a graded parking lot that serves the WDFW boat launch on Lacamas Lake. The Camas-Washougal Wildlife League property consists of forested uplands, a vacant field, clubhouse, and mobile home that serves as a caretaker's residence. The Mills property is largely forested. However, it contains the historical Pittock Leadbetter house, another house and a garage, all location along SE Leadbetter Road. The Rose property is utilized by the Rose family for grazing and passive recreation. The Buma property included in the project area is forested and contains wetlands. The city of Camas will acquire the Wildlife League property by donation and will purchase the CJ Dens, Mills, Rose and Buma properties. These acquisitions will become part of a major regional park and open space system that surrounds the lake and totals over 800 acres. This proposal is consistent with a variety of comprehensive parks and open space plans, including the County's Conservation Areas Acquisition Plan; Trails and Bikeway Systems Plan; city of Camas's Parks Recreation and Open Space Plan; Lacamas Corridor Master Plan; and Portland-Vancouver Bi-State Regional Trail System Plan.

PROPOSED DEVELOPMENT IMPROVEMENTS:

This site will serve as a primary trailhead and recreational use area on the north shore of Lacamas Lake. Vehicular traffic will end at this location and Leadbetter Road will become a regional trail corridor for bicycling; hiking, jogging, and similar activities. Future development will include concessions for canoes, kayaks, bikes, food, and other amenities; picnic facilities; trailheads and trails; water access; viewpoints, fishing piers, and children's play areas. These



features will be integral parts of the 7-mile trail system that surrounds Lacamas Lake; and regional and community extensions on the north uplands.

PROPOSED USES ON SITE:

This site will support a variety of recreation activities including biking, hiking, jogging, swimming, and fishing. This site will provide a primary trailhead on the north side of Lacamas Lake. Vehicular traffic will end at this location, and it will be an entrance point to a major network of water-oriented and land-based regional trails.

PROJECT PARTNERS:

For purchase, list names: City of Camas, Clark County, Camas-Washougal Wildlife League (property donation), Columbia Land Trust, and Washington State Recreation and Conservation Office (potential matching grants)

For use of site, list names: City of Camas will be lead agency for acquisition, development, maintenance and operation

TYPE OF INTEREST:

Warranty Deed: X Easement:

Other (please describe):

Project requires relocation of residents: Yes No

PROJECT COST:

Estimated Total Cost: \$4,780,000

Estimate Based on: Comparable Sales. Staff estimates

Will other agencies/groups contribute to project? X Yes No

Name of Contributor: City of Camas: \$1,500,000 (Budgeted funds). Camas-Washougal Wildlife League: \$700,000 (Land Value)

Amount of Contribution: \$2,200,000. (The city of Camas will seek an additional \$2 million in grant support during the 2018 WA RCO grant cycle; the CF contribution will be reduced by that amount if the grant application is successful.)

Total Estimated Request from Conservation Futures: \$2,580,000

Attach separate sheet with all anticipated: See attached.

Revenues for project, including donations, in-kind services, grants, partnerships, and other contributions

Expenses for project, including permits, fees, staff time,

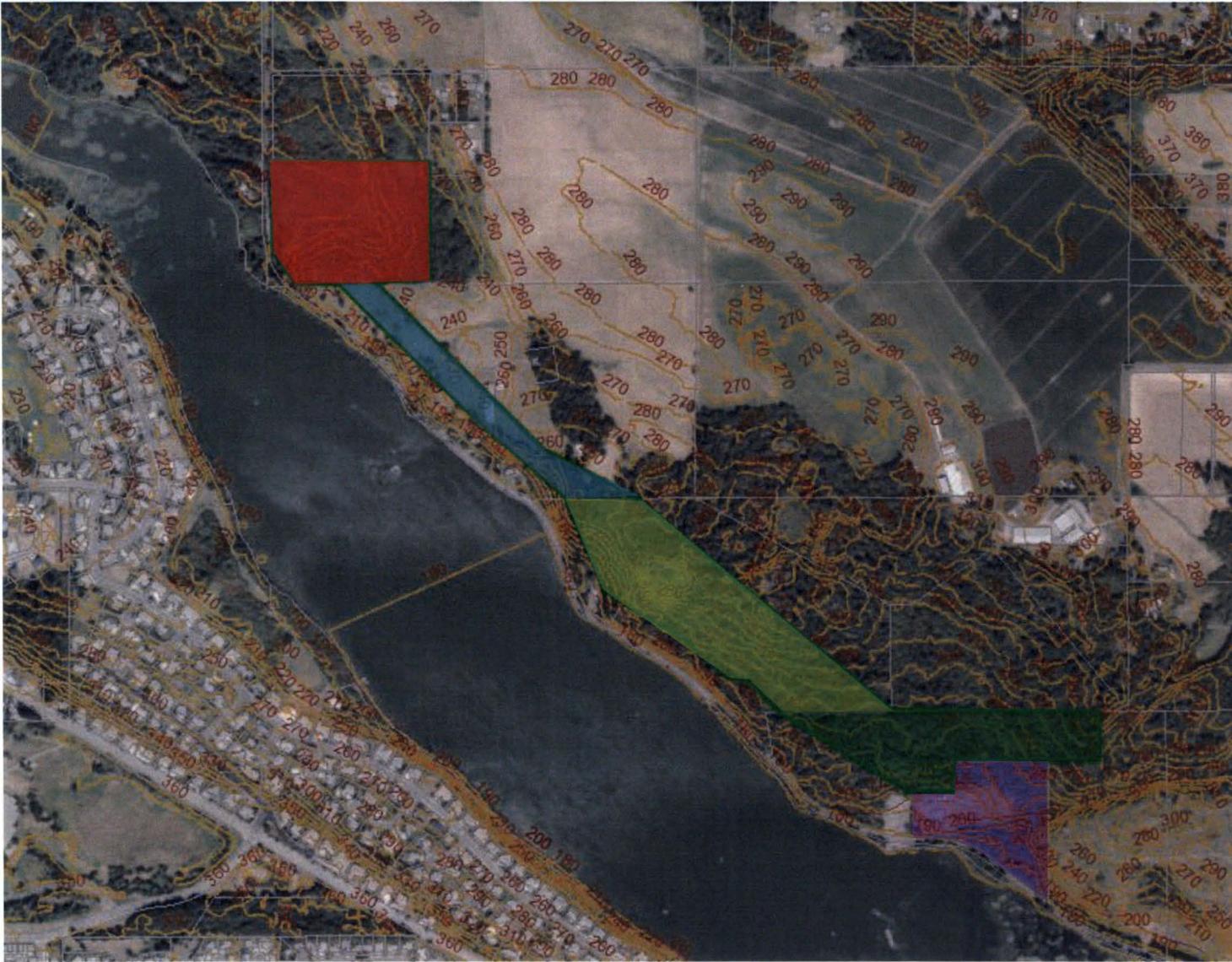
Conservation Futures Program – Department of Environmental Service
1300 Franklin St., PO Box 9810, Vancouver, WA 98666-9810 (360) 397-2121



For other formats, contact the Clark County ADA Office: **Voice** (360) 397-2322; **Relay** 711 or (800) 833-6388; **Fax** (360) 397-6165; **E-mail** ADA@clark.wa.gov.

PROJECT MAINTENANCE PLAN (brief summary of maintenance approach): The city of Camas will be lead agency for maintenance and management of the project site. City crews already maintain several recreation sites in the Lacamas corridor. These include Fallen Leaf Lake, Lacamas Heritage Trail, Camas Community Center and Boat Launch, and south shore open space.





- Buma 17ac, 10K, 170,000
- Rose 9ac, 100,000, 900,000
- Mills 20ac, 100,000, 2,000,000
- CJ Dens 14ac, 70,000, 980,000
- Wildlife League, 10ac, 70,000, 700,000

Project 70ac -\$4,780,000

Donation - 700,000

Conservation Futures - 2,580,000

City of Camas - 1,500,000



APPENDIX A INTERLOCAL AGREEMENT

I PURPOSE

This agreement sets forth the terms and conditions by which Clark County, Washington, hereafter referred to as County, shall provide funds from its Conservation Futures Account, pursuant to RCW 84.34.210 and Chapter 3.24 of the Clark County Code, to the City of Camas, hereinafter identified as City, for the purpose of acquiring fee simple or lesser interest in open space, farm land, or timber land, as such are defined in RCW 84.34.020.

II AUTHORITY

This interlocal agreement by and between Clark County, Washington, and the City of Camas is authorized by Chapter 39.34 of the Revised Code of Washington.

III PROJECT DESCRIPTION

The City's application to County is part of this contract. The application is the City's notification of its intent to implement and manage this project in conformance with local and state goals and objectives. The project to be assisted is summarized from the City's application as follows:

- A. Acquire approximately 70 acres of land to protect, scenic, recreation and environmental values adjacent to the north shore of Lacamas Lake.
- B. Acquisition facilitates establishment of a primary trailhead and key link in a seven (7) mile multi-use trail system that surrounds Lacamas Lake

IV FUNDING OF PROJECT

City estimates the total cost of the property to be acquired under terms of this agreement is \$4,780,000. City requests that County pay \$2,580,000, or 54 percent of the total estimated project cost.

County recognizes, however, that this estimate, while made in good faith, may or may not represent fair market value as determined by standard professional appraisal procedures.

County agrees to pay \$2,580,000 or 54 percent of the total estimated project cost, or the same percentage amount of fair market value, whichever is less.

- A. Fair market value shall be determined utilizing professional appraisal procedures as set forth in subsections 1 through 5, below:
 1. Fair Market Value is established through professional appraisals.
 2. Appraisals are completed and approved by a real estate appraiser licensed in the state of Washington pursuant to 18.140 RCW.
 3. Review appraisals, when required by state or federal regulations or grant funding sources, or when determined advisable by County, shall be completed by a Member of the American Institute of Real Estate Appraisers (MAI) licensed in the state of Washington.
 4. Appraisal Reports and Reviews for acquisitions involving federal funding must be in compliance with the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA).
 5. For all other funding programs, appraisals meeting the current Uniform Standards of Professional Appraisal Practice (USPAP) publication are acceptable with the following exceptions:
 - a. Extraordinary Assumptions and Hypothetical Conditions must be clearly listed and justified in the appraisal report.
 - b. Appraisals must consider existing encumbrances.
 - c. The restricted format for reporting appraisals is not acceptable.
 - d. Appraisers must provide a specific point value rather than a value range.
 - e. Property owners are given an opportunity to accompany each appraiser during inspection of the property.

- B. City Completes Due Diligence Investigations:
 1. City orders and reviews a preliminary title report. City submits title report to County for review with the County Prosecuting Attorney.
 2. If no prior survey exists, City shall have a boundary survey of the property completed and a legal description of the property prepared.
 3. City shall prepare all required maps and exhibits, such as the Land and Water Conservation Fund 6(f)(3) map, for acquisitions involving federal funding based on the legal description of any easements or other encumbrances that may restrict use of the property.
 4. Acquisitions that may receive grant funding will meet all requirements of the anticipated funding sources.
 5. City shall invite County to participate in a site inspection, or series of site inspections, to determine that the property is suitable for the intended purpose.
 - a. Zoning is appropriate for the intended use.

- b. Necessary land use permits for the intended use are identified/verified.
 - c. Structures meet current building code requirements.
 - d. An Americans with Disabilities Act (ADA) and/or Outdoor Accessibility (USDOJ) assessment is completed.
6. City requires a hazardous materials questionnaire to be completed by the property owner:
- a. If deemed advisable by City or County, City shall cause a Phase I Environmental Site Assessment to be completed.
 - b. The format and content of Phase I ESA reports must be in general accordance with the American Society for Testing of Materials (ASTM) Standard Practice for Environmental Site Assessments including: Site Assessment Process E-1527-05 and the United States Environmental Protection Agency's (USEPA) standards for All Appropriate Inquiries (AAI) at 40 Code of Federal Regulations (CFR) Part 312.
- C. The cost of the appraisal, other due diligence studies and related administrative costs incurred by City may be reimbursed by County as components of the \$2,580,000, or 54% of total costs requested by City. Unless specifically authorized via a written amendment to this agreement, however, County funding contributions to this acquisition project including land costs and said incidental costs shall not exceed this limit.
- D. In the event fair market value exceeds the City's estimated project cost, the Board of County Councilors, at its discretion, may increase the approved funding allocation to cover fair market value of the property to be acquired. A written request to this effect should be submitted by City to the County Conservation Futures Program Manager, acting as program staff for the Board of Councilors. The request shall include a copy of the appraisal report and appraisal review. County program manager shall notify City of the Board's decision within 45 days of the receipt of the request, or as soon thereafter as is practicable, and a written amendment to this agreement shall be executed by the parties.

V LAND ACQUISITION COSTS EXCEEDING FAIR MARKET VALUE

County considers a reviewed and approved appraisal to be an acceptable estimate of property value. The negotiation between a willing seller and a willing buyer may set a price that is higher than the appraisal, and this marketplace value may be considered along with the appraised value in establishing the reasonable limits of assistance.

If City believes that the negotiation price is a better indication of market value yet it is higher than the appraised value, a detailed and well-documented statement of this difference must be submitted, together with a formal request for a cost increase. This

statement must explain why the appraisal did not reflect the true value and what steps City took to establish the true value through acceptable appraisal technique.

VI STATEMENT OF DIFFERENCE IN VALUE

If the property is to be purchased for less than the approved fair market value, City must submit a letter to County signed by seller acknowledging that the seller was aware of the approved fair market value and that the seller's decision to sell at less than fair market value was made of his/her own free will.

VII REAL PROPERTY ACQUISITION PROCEDURES

City may designate City staff or a third party as the "Acquisition Specialist" that will assist with the acquisition of the subject property. A list of this individual's qualifications and credentials relating to real property acquisition shall be provided to the Conservation Futures Program Manager to assure the designated acquisition specialist is qualified to participate.

VIII CONTINGENCIES

The duty of County to pay out funds under this contract depends on:

- A. Strict compliance by City with the terms of this contract, and;
- B. Available funds in County's Conservation Futures Account.

IX ACQUISITION PERIOD

The term of this project shall run from the date of funding approval by the Board of County Councilors until December 31, 2021. City must complete the acquisition within this term.

The Board of County Councilors may extend the acquisition period at its discretion. To secure an extension, City shall send written notice to the Conservation Futures Program Manager, acting as program staff for the Board of Councilors, at least thirty days prior to the end of the acquisition period. The notice shall state the need for an extension and explain the reasons for the request. The program manager shall notify City of the Board's decision within thirty days of receipt of the request, or as soon thereafter as is practicable.

Any project that has not been completed within the acquisition period, and for which no extension has been granted, shall be considered withdrawn and allocated funds shall become available for other projects.

City agrees to notify the Conservation Futures Program Manager of any circumstances or events during the acquisition period (such as an owner indicating he is no longer a willing seller) which will cause the termination of efforts to acquire the subject property.

City, on forms provided, will advise Clark County at least once every six months of their acquisition progress.

City shall obtain, and submit for review by County, a title insurance policy for the acquired land. County shall review all easements, restrictions, and other encumbrances that appear in the policy to assure that they do not impact, to an excessively negative degree, the Conservation Futures purposes for which the land is to be acquired. Clark County will not release funds for land purchases until this requirement is met.

X DURATION OF INTERLOCAL AGREEMENT

This agreement shall remain in effect in perpetuity, except as otherwise provided for in the "Acquisition Period" section of this agreement.

XI RELATIONSHIP OF PARTIES

The Clark County Board of Councilors imposed the Conservation Futures levy to provide a reliable and predictable funding source to help acquire interest in open space, farm land, timber land, and certain classifications of park property. This project, however, is sponsored by the City of Camas and not Clark County. The purpose of this agreement is to provide City monetary assistance, which will enable it to complete the project described herein. In return for monetary assistance, County requires that a Deed of Right to the County, as shown in Appendix B, be recorded by City at closing of the acquisition to ensure that the acquired land is managed consistent with the purposes articulated in this agreement. County will not acquire any ownership interest in the subject property by virtue of this agreement, nor will County assume any responsibility for improving or managing the property.

City shall be responsible for the management of this project within the terms and conditions of this agreement. Furthermore, Clark County shall not become party to any contract between the Contracting Party and others by reason of having entered into this agreement.

XII OTHER ORGANIZATIONS

No separate legal or administrative entity shall be created by this agreement.

XIII PERFORMANCE

City agrees to manage the subject property in a manner consistent with the legislative declarations and objectives set forth in RCW 84.34.010-020 and RCW 84.34.200-250 and in Chapter 3.24 of the Clark County Code. Moreover, City recognizes that boards of county councilors are the only legislative authority empowered to impose the Conservation Futures levy and that the Board of Clark County Councilors, having done so, has the responsibility to assure proper use and administration of the Conservation Futures Fund and has a corresponding interest in the management of all properties acquired with the fund. Therefore City shall operate and maintain the subject property as follows:

- A. The property and any improvements to the property shall be kept safe and clean.
- B. City shall make reasonable effort to control nonconforming uses, such as hunting in wildlife preserves and sanctuaries.
- C. Sanitation and sanitary facilities shall be maintained in accordance with applicable state and local public health standards.
- D. City shall submit to the Conservation Futures Program Manager any plans for improving the subject property to assure statutory compliance and consistency with the Conservation Futures Project Application attached as Appendix _____. This does not apply to routine maintenance. Improvements that may be allowed under terms of the statute, the plans for which, in any event, should be submitted to the program manager, include but are not limited to picnic tables, viewpoints, rest areas, docks, benches, boat launches, restrooms, and parking lots. Work shall not commence without written approval from the Conservation Futures Program Manager. Though County shall be given the opportunity to review plans for improvements, this should not be construed to mean that County shall participate in the funding of improvements.
- E. City shall submit to the Conservation Futures Program Manager any proposals for lease-back agreements, as provided in RCW 84.34.210 easements, rights-of-way, or other conditions or restrictions which limit the use of or alter the character of the subject property. Any such proposal shall be reviewed for statutory compliance and consistency with proposed plans and uses as stated in City's project application at the time of funding approval. City shall not conclude any such agreement without written consent of the Conservation Futures Program Manager.
- F. The property shall be kept open for public use at reasonable hours and times of year. County recognizes, however, that appropriate hours may vary considerably depending on the type of interest that has been acquired, and

the existence of leaseback or other agreements that might properly limit public access.

- G. The property shall be open for the use of all segments of the public without restriction because of the race creed, color, sex, religion, national origin or residence of the user.
- H. Roads, trails, tables, benches, and other improvements shall be kept in reasonable repair throughout their estimated lifetime, as to prevent undue deterioration that would discourage public use.
- I. City should operate and maintain the facility in accordance with all applicable federal, state, and local laws and regulations.

XIV USER FEES AND CHARGES

User or other types of fees may be charged in connection with areas that are the subject matter of this contract, provided that the fees and charges are commensurate with the value of recreation services or opportunities furnished and are within the prevailing range of public fees and charges within the state for the particular activity involved.

XV CONVERSION

City for and in consideration of monies coming in whole or in part from Clark County's Conservation Futures Fund, shall record a Deed of Right to County upon closing, and dedicate the property to be acquired under terms of this agreement in perpetuity for the public's use and enjoyment and to promote the purposes of Conservation Futures.

The City will not make or permit to be made any use of the real property described in this agreement, or any part of it, which is inconsistent with those chapters of the Clark County Code and Revised Code of Washington that govern the use of Conservation Futures funds, or any use which is inconsistent with the purposes and improvements as described in City's project application at the time of funding approval, unless the Board of Clark County Councilors consents to the inconsistent use. County shall approve any such conversion only upon conditions where City can assure it will acquire substitute properties which are of equal or greater value at the time of conversion, which, to the extent feasible, are equivalent in usefulness and location, and which also meet the goals and objectives of the Conservation Futures Program.

XVI REMEDIES

In the event the City fails to comply with any or all of its obligations under this agreement, County stipulates that specific performance shall be the remedy preferred

by County.

The remedy of specific performance shall not be the sole remedy and does not serve to exclude any and all other remedies available to County. County may choose to exercise any and all other remedies available, together with, or as an alternative to, specific performance, at the option of County.

XVII REPORTS AND INSPECTIONS

City, in cooperation with the Conservation Futures Program Manager, shall prepare a final report upon completion of this project or its early termination for presentation to the Board of Clark County Councilors. The report shall include a final accounting of all expenditures and a description of the work accomplished. If the project is terminated early, the report shall provide a full explanation of the reasons for not completing the project. City also agrees to provide interim status reports to the Conservation Futures Program Manager every six months during the acquisition period.

Property and improvements acquired under terms of this agreement shall be available for inspection by the Conservation Futures Program Manager, or his designee, upon request. As a matter routine, Clark County shall conduct an on-site inspection approximately once a year to assure that the property is being operated, maintained, and used in accordance with this Contract.

XVIII ASSIGNMENT

This agreement shall not be assignable in whole or in part by the City except with the express written consent of the Board of Clark County Councilors.

XIX HOLD HARMLESS

City agrees to defend and hold harmless Clark County, Washington, the Board of Clark County Councilors and any employees thereof from any and all suits at law or equity or claims or demands, or any loss of any nature, including but not limited to costs and attorneys' fees, suffered, or alleged to be suffered, on the premises, or arising out of use, improvements, operation, or management of the subject property.

XX NOTICES

Any notices, requests, consents, approvals, and other communications shall be in writing and shall be deemed to have been sufficiently given for all purposes when delivered or mailed by first class postage or certified mail, postage prepaid, addressed as follows:

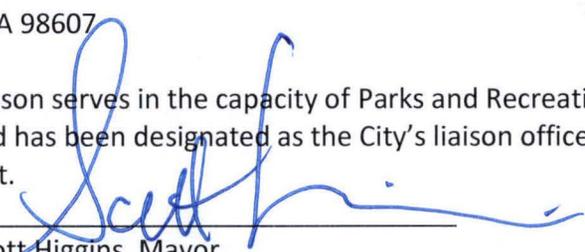
A. Notice to Clark County

TO: Conservation Futures Program Manager
Clark County Public Works Department
Parks and Lands Division
4700 NE 78th Street
Vancouver, Washington 98665

B. Notice to the Camas

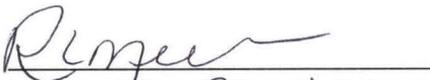
TO: Jerry Acheson
Parks and Recreation Manager
616 NE 4th Avenue
Camas, WA 98607

Jerry Acheson serves in the capacity of Parks and Recreation Manager for the City of Camas and has been designated as the City's liaison officer for the purposes of this agreement.

Attest: 
Scott Higgins, Mayor

ADOPTED this 27th day of Feb., 2018

ATTEST:

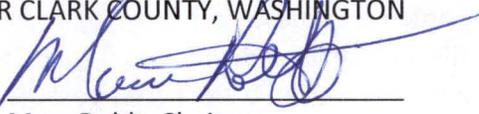

Rebecca Tilton messinger
Clerk to the Board

APPROVED AS TO FORM, ONLY
Anthony F. Golik
Prosecuting Attorney

By: 
Amanda Migchelbrink
Deputy Civil Prosecutor



BOARD OF COUNTY COUNCILORS
FOR CLARK COUNTY, WASHINGTON

By: 
Marc Boldt, Chair

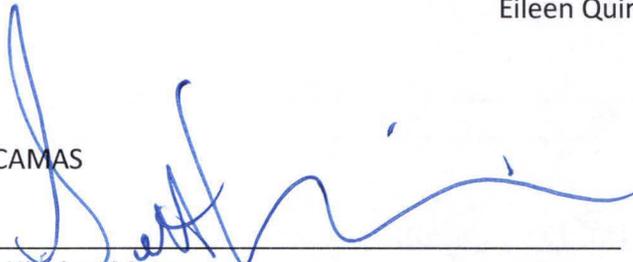
By: _____
Jeanne Steward, Councilor

By: _____
Julie Olson, Councilor

By: _____
John Blom, Councilor

By: _____
Eileen Quiring, Councilor

CITY OF CAMAS

By: 
Scott Higgins, Mayor

DEED OF RIGHT

For Public Use of Land Acquired Under the Clark County Conservation Futures Program

The City of Camas, _____, for and in consideration of monies coming in whole or in part from the Conservation Futures Account, as established by Chapter 324 of the Clark County Code, and in fulfillment of terms contained in the Interlocal Agreement identified below, conveys and grants to Clark County, Washington, individually and as the representative of all the people of Clark County, the right to use the real property described below forever for those purposes described in the Interlocal Agreement signed by the City of Camas on the 5th day of Feb., 2018 and by Clark County on the 27th day of Feb., 2018, and which is entitled Lacamas Lake North. Project # _____

The City of Camas will not make or permit to be made any use of the real property described in is deed, or any part of it, which is inconsistent with those chapters of the Clark County Code and Revised Code of Washington that govern the use of Conservation Futures Funds, or any use which is inconsistent with the purposes and improvements as described in the City's project application at the time of funding approval, unless the Board of Clark County Councilors consents to the inconsistent use. Clark County shall approve any such conversion only upon conditions where the City of Camas can assure it will acquire substitute properties which are of equal or greater value at the time of conversion, which, to the extent feasible, are equivalent in usefulness and location, and which also meet the goals and objectives of the Conservation Futures Program.

The real property covered by this deed is described in Exhibit A attached hereto and is incorporated by this reference.

This deed shall in no way modify or extinguish the functions of the signatory parties under the terms and conditions set forth in the aforementioned interlocal Agreement.

Dated this 5th day of February
Mayor: - City of Camas - _____
Scott Higgins

Approved as to Form, Only
Anthony F. Golik
Prosecuting Attorney

BY Amanda Migchelbrink Attest: Rebecca Tilton Messinger
Amanda Migchelbrink Rebecca Tilton Messinger
Deputy Civil Prosecutor Clerk to the Board



Conservation Futures Project Application / Summary

FUNDING CYCLE [2017]

SUBMITTAL DATE: June 14, 2017

PROJECT NAME: Lacamas Lake North

SPONSOR INFORMATION

Organization Name: Camas Parks and Recreation Department

Agency Address: 616 NE 4th Avenue, Camas, WA. 98607

Agency Jurisdiction: City of Camas

Contact Name: Jerry Acheson, Department Manager

Contact Phone: (360) 834-5307, EXT 5

Contact E-Mail Address: jacheson@cityofcamas.us

PROJECT LOCATION

Property Address(es) and Tax Identification Numbers:

Camas-Washougal Wildlife League

Property address: 811 SE Leadbetter Rd., Camas, WA 98607

Mailing address:

Tax ID: 117898-000

CJ Dens Lacamas I LLC

Property address: SE Leadbetter Rd., Camas, WA

Mailing address: P.O. Box 2239, Vancouver, WA, 98625

Tax ID: 117905-000

Mills Family LLC

Property address: 114 NE Leadbetter Rd., Camas, WA 98607

Mailing address: 4699 Leasure Rd., Mt. Hood, OR 97041

Tax ID: 177884-000, 986032-101 (within setback), 177903-000 (within setback), 175720-000 (within setback)

Jo Hagerud Rose

Property address: 215 SE Leadbetter Rd, Camas, WA 98607

Mailing address: PO Box 853, Camas, WA 98607

Tax ID: 175721-000

Conservation Futures Program – Department of Environmental Service
1300 Franklin St., PO Box 9810, Vancouver, WA 98666-9810 (360) 397-2121



For other formats, contact the Clark County ADA Office: **Voice** (360) 397-2322; **Relay** 711 or (800) 833-6388; **Fax** (360) 397-6165; **E-mail** ADA@clark.wa.gov.

Edward and Jacqueline Buma

Property address: 23405 NE 9th St, Camas, WA 98607

Mailing address: same

Tax ID: 175772-000

Major Street / Intersection Nearest Property Access Point: SE Leadbetter Road which provides access to unimproved parking lot on CJ Dens parcel at WDFW boat launch. All parcels line SE Leadbetter Rd.

Property Description (type of land use):

Camas-Washougal Wildlife League

C/W Wildlife League property consists of forested uplands (about 50%), open field, clubhouse, owner-occupied mobile home that serves as caretaker's residence

CJ Dens

CJ Dens consists of undeveloped uplands with mixed mature forest and a graded parking lot;

Mills Family LLC

Mills family property is forested.

Jo Hagerud Rose

Rose property is used for agriculture and open space.

Edward and Jacqueline Buma

Buma property consists of wetlands and forested uplands.

Section:34, 27 Township:2N Range: 3E

EXISTING CONDITIONS

Number of Parcels: 7

Addition: Yes

Total Project Acres: 70 acres of new acquisition (plus 26 acres included in set aside per agreement with developer)

Zoning Classification(s): C/W Wildlife League: CC; CJ Dens: R-7.5; Mills: MF-10, OS, CC; Rose: R-12; Buma: MF-18

Existing Structures/Facilities (No. / Type):

C/W League: Clubhouse and mobile home (owner occupied caretaker).

CJ Dens: Graded parking lot that serves WDFW boat launch

Mills: 3 structures, including Pittock-Leadbetter House

Rose: Barn

Buma: unknown



Current use: Wildlife League property has been used for target shooting and club member meetings and other events. CJ Dens has annual lease with WDFW to use parking lot to support boat launch on Lacamas Shoreline. (City owns boat launch site.) Mills property is forested but under contract with developer, likely to be converted to residential development. Rose property is used as agricultural land, primarily for grazing, and as open space, including walking trails. Buma property is forested.

- Watershed Name: Lacamas Creek (HUC 12), Washougal River (HUC 10), Lower Columbia – Sandy (HUC 8)
- Waterfront Access and type: City of Camas owns narrow strip between Leadbetter Road and Lake; shoreline access for motorized and non-motorized boats, fishing, picnicking, etc.
- Body of Water: Lacamas Lake
- Shoreline (lineal ft.): Roughly 3,820 lineal feet on Lacamas Lake
- Historical / Cultural Features: Pittock-Leadbetter House
- Owner Tidelands/Shorelands: City of Camas owns portion of shoreline. Mills and Rose are also shoreline owners. DNR owns bed of lake.
- Active Agriculture; Currently leased for agriculture: Not applicable
- Threatened / Endangered species present: None identified to date
- Utilities on property (list all known): electric
- Potable water available on site: X Well; Water Service; Is there a water right?

SITE DESCRIPTION (Discuss physical characteristics of proposed acquisition):

This project will acquire all or a portion of 7 adjoining parcels totaling 70 acres on north side of Lacamas Lake. The CJ Dens property consists of mixed-mature forested uplands and a graded parking lot that serves the WDFW boat launch on Lacamas Lake. The Camas-Washougal Wildlife League property consists of forested uplands, a vacant field, clubhouse, and mobile home that serves as a caretaker's residence. The Mills property is largely forested. However, it contains the historical Pittock Leadbetter house, another house and a garage, all location along SE Leadbetter Road. The Rose property is utilized by the Rose family for grazing and passive recreation. The Buma property included in the project area is forested and contains wetlands. The city of Camas will acquire the Wildlife League property by donation and will purchase the CJ Dens, Mills, Rose and Buma properties. These acquisitions will become part of a major regional park and open space system that surrounds the lake and totals over 800 acres. This proposal is consistent with a variety of comprehensive parks and open space plans, including the County's Conservation Areas Acquisition Plan; Trails and Bikeway Systems Plan; city of Camas's Parks Recreation and Open Space Plan; Lacamas Corridor Master Plan; and Portland-Vancouver Bi-State Regional Trail System Plan.

The Wildlife League property w

PROPOSED DEVELOPMENT IMPROVEMENTS:

This site will serve as a primary trailhead and recreational use area on the north shore of Lacamas Lake. Vehicular traffic will end at this location and Leadbetter Road will become a regional trail corridor for bicycling; hiking, jogging, and similar activities. Future development will include concessions for canoes, kayaks, bikes, food, and other amenities; picnic facilities;

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trailheads and trails; water access; viewpoints, fishing piers, and children's play areas. These features will be integral parts of the 7-mile trail system that surrounds Lacamas Lake; and regional and community extensions on the north uplands.

PROPOSED USES ON SITE:

This site will support a variety of recreation activities including biking, hiking, jogging, swimming, and fishing. This site will provide a primary trailhead on the north side of Lacamas Lake. Vehicular traffic will end at this location, and it will be an entrance point to a major network of water-oriented and land-based regional trails.

PROJECT PARTNERS:

For purchase, list names: City of Camas, Clark County, Camas-Washougal Wildlife League (property donation), Columbia Land Trust, and Washington State Recreation and Conservation Office (potential matching grants)

For use of site, list names: City of Camas will be lead agency for acquisition, development, maintenance and operation

TYPE OF INTEREST:

Warranty Deed: X Easement:

Other (please describe):

Project requires relocation of residents: Yes X No

PROJECT COST:

Estimated Total Cost: \$4,780,000

Estimate Based on: Comparable Sales. Staff estimates

Will other agencies/groups contribute to project? X Yes No

Name of Contributor: City of Camas: \$1,500,000 (Budgeted funds). Camas-Washougal Wildlife League: \$700,000 (Land Value)

Amount of Contribution: \$2,200,000.

Total Estimated Request from Conservation Futures: \$2,580,000

Attach separate sheet with all anticipated: See attached.

Revenues for project, including donations, in-kind services, grants, partnerships, and other contributions

Expenses for project, including permits, fees, staff time,



PROJECT MAINTENANCE PLAN (brief summary of maintenance approach): The city of Camas will be lead agency for maintenance and management of the project site. City crews already maintain several recreation sites in the Lacamas corridor. These include Fallen Leaf Lake, Lacamas Heritage Trail, Camas Community Center and Boat Launch, and south shore open space.



CITY OF CAMAS
LACAMAS LAKE NORTH
APPLICATION FOR
CONSERVATION FUTURES FUNDING - 2017



proud past, promising future

CLARK COUNTY
WASHINGTON

Conservation Futures Project Application / Summary FUNDING CYCLE 2017

SUBMITTAL DATE: June 14, 2017

PROJECT NAME: Lacamas Lake North

SPONSOR INFORMATION

Organization Name: Camas Parks and Recreation Department

Agency Address: 616 NE 4th Avenue, Camas, WA. 98607

Agency Jurisdiction: City of Camas

Contact Name: Jerry Acheson, Department Manager

Contact Phone: (360) 834-5307, EXT 5

Contact E-Mail Address: jacheson@cityofcamas.us

PROJECT LOCATION

Property Address(es) and Tax Identification Numbers:

Camas-Washougal Wildlife League

Property address: 811 SE Leadbetter Rd., Camas, WA 98607

Mailing address:

Tax ID: 117898-000

CJ Dens Lacamas I LLC

Property address: SE Leadbetter Rd., Camas, WA

Mailing address: P.O. Box 2239, Vancouver, WA, 98625

Tax ID: 117905-000

Mills Family LLC

Property address: 114 NE Leadbetter Rd., Camas, WA 98607

Mailing address: 4699 Leasure Rd., Mt. Hood, OR 97041

Tax ID: 177884-000, 986032-101 (within setback), 177903-000 (within setback), 175720-000 (within setback)

Jo Hagerud Rose

Property address: 215 SE Leadbetter Rd, Camas, WA 98607

Mailing address: PO Box 853, Camas, WA 98607

Tax ID: 175721-000

Conservation Futures Program – Department of Environmental Service
1300 Franklin St., PO Box 9810, Vancouver, WA 98666-9810 (360) 397-2121



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Edward and Jacqueline Buma

Property address: 23405 NE 9th St, Camas, WA 98607

Mailing address: same

Tax ID: 175772-000

Major Street / Intersection Nearest Property Access Point: SE Leadbetter Road which provides access to unimproved parking lot on CJ Dens parcel at WDFW boat launch. All parcels line SE Leadbetter Rd.

Property Description (type of land use):

Camas-Washougal Wildlife League

C/W Wildlife League property consists of forested uplands (about 50%), open field, clubhouse, owner-occupied mobile home that serves as caretaker's residence

CJ Dens:

CJ Dens consists of undeveloped uplands with mixed mature forest and a graded parking lot;

Mills Family LLC

Mills family property is forested.

Jo Hagerud Rose

Rose property is used for agriculture and open space.

Edward and Jacqueline Buma

Buma property consists of wetlands and forested uplands.

Section:34, 27 Township:2N Range: 3E

EXISTING CONDITIONS

Number of Parcels: 7

Addition: Yes

Total Project Acres: 70 acres of new acquisition (plus 26 acres included in set aside per agreement with developer)

Zoning Classification(s): C/W Wildlife League: CC; CJ Dens: R-7.5; Mills: MF-10, OS, CC; Rose: R-12; Buma: MF-18

Existing Structures/Facilities (No. / Type):

C/W League: Clubhouse and mobile home (owner occupied caretaker).

CJ Dens: Graded parking lot that serves WDFW boat launch

Mills: 3 structures, including Pittock-Leadbetter House

Rose: Barn

Buma: unknown



Current use: Wildlife League property has been used for target shooting and club member meetings and other events. CJ Dens has annual lease with WDFW to use parking lot to support boat launch on Lacamas Shoreline. (City owns boat launch site.) Mills property is forested but under contract with developer, likely to be converted to residential development. Rose property is used as agricultural land, primarily for grazing, and as open space, including walking trails. Buma property is forested.

- Watershed Name: Lacamas Creek (HUC 12), Washougal River (HUC 10), Lower Columbia – Sandy (HUC 8)
- Waterfront Access and type: City of Camas owns narrow strip between Leadbetter Road and Lake; shoreline access for motorized and non-motorized boats, fishing, picnicking, etc.
- Body of Water: Lacamas Lake
- Shoreline (lineal ft.): Roughly 3,820 lineal feet on Lacamas Lake
- Historical / Cultural Features: Pittock-Leadbetter House
- Owner Tidelands/Shorelands: City of Camas owns portion of shoreline. Mills and Rose are also shoreline owners. DNR owns bed of lake.
- Active Agriculture; Currently leased for agriculture: Not applicable
- Threatened / Endangered species present: None identified to date
- Utilities on property (list all known): electric
- Potable water available on site: X Well; Water Service; Is there a water right?

SITE DESCRIPTION (Discuss physical characteristics of proposed acquisition):

This project will acquire all or a portion of 7 adjoining parcels totaling 70 acres on north side of Lacamas Lake. The CJ Dens property consists of mixed-mature forested uplands and a graded parking lot that serves the WDFW boat launch on Lacamas Lake. The Camas-Washougal Wildlife League property consists of forested uplands, a vacant field, clubhouse, and mobile home that serves as a caretaker’s residence. The Mills property is largely forested. However, it contains the historical Pittock Leadbetter house, another house and a garage, all location along SE Leadbetter Road. The Rose property is utilized by the Rose family for grazing and passive recreation. The Buma property included in the project area is forested and contains wetlands. The city of Camas will acquire the Wildlife League property by donation and will purchase the CJ Dens, Mills, Rose and Buma properties. These acquisitions will become part of a major regional park and open space system that surrounds the lake and totals over 800 acres. This proposal is consistent with a variety of comprehensive parks and open space plans, including the County’s Conservation Areas Acquisition Plan; Trails and Bikeway Systems Plan; city of Camas’s Parks Recreation and Open Space Plan; Lacamas Corridor Master Plan; and Portland-Vancouver Bi-State Regional Trail System Plan.

PROPOSED DEVELOPMENT IMPROVEMENTS:

This site will serve as a primary trailhead and recreational use area on the north shore of Lacamas Lake. Vehicular traffic will end at this location and Leadbetter Road will become a regional trail corridor for bicycling; hiking, jogging, and similar activities. Future development will include concessions for canoes, kayaks, bikes, food, and other amenities; picnic facilities; trailheads and trails; water access; viewpoints, fishing piers, and children’s play areas. These



features will be integral parts of the 7-mile trail system that surrounds Lacamas Lake; and regional and community extensions on the north uplands.

PROPOSED USES ON SITE:

This site will support a variety of recreation activities including biking, hiking, jogging, swimming, and fishing. This site will provide a primary trailhead on the north side of Lacamas Lake. Vehicular traffic will end at this location, and it will be an entrance point to a major network of water-oriented and land-based regional trails.

PROJECT PARTNERS:

For purchase, list names: City of Camas, Clark County, Camas-Washougal Wildlife League (property donation), Columbia Land Trust, and Washington State Recreation and Conservation Office (potential matching grants)

For use of site, list names: City of Camas will be lead agency for acquisition, development, maintenance and operation

TYPE OF INTEREST:

Warranty Deed: X Easement:

Other (please describe):

Project requires relocation of residents: Yes X No

PROJECT COST:

Estimated Total Cost: \$4,780,000

Estimate Based on: Comparable Sales. Staff estimates

Will other agencies/groups contribute to project? X Yes No

Name of Contributor: City of Camas: \$1,500,000 (Budgeted funds). Camas-Washougal Wildlife League: \$700,000 (Land Value)

Amount of Contribution: \$2,200,000. (The city of Camas will seek an additional \$2 million in grant support during the 2018 WA RCO grant cycle; the CF contribution will be reduced by that amount if the grant application is successful.)

Total Estimated Request from Conservation Futures: \$2,580,000

- Attach separate sheet with all anticipated: See attached.
 - Revenues for project, including donations, in-kind services, grants, partnerships, and other contributions
 - Expenses for project, including permits, fees, staff time,

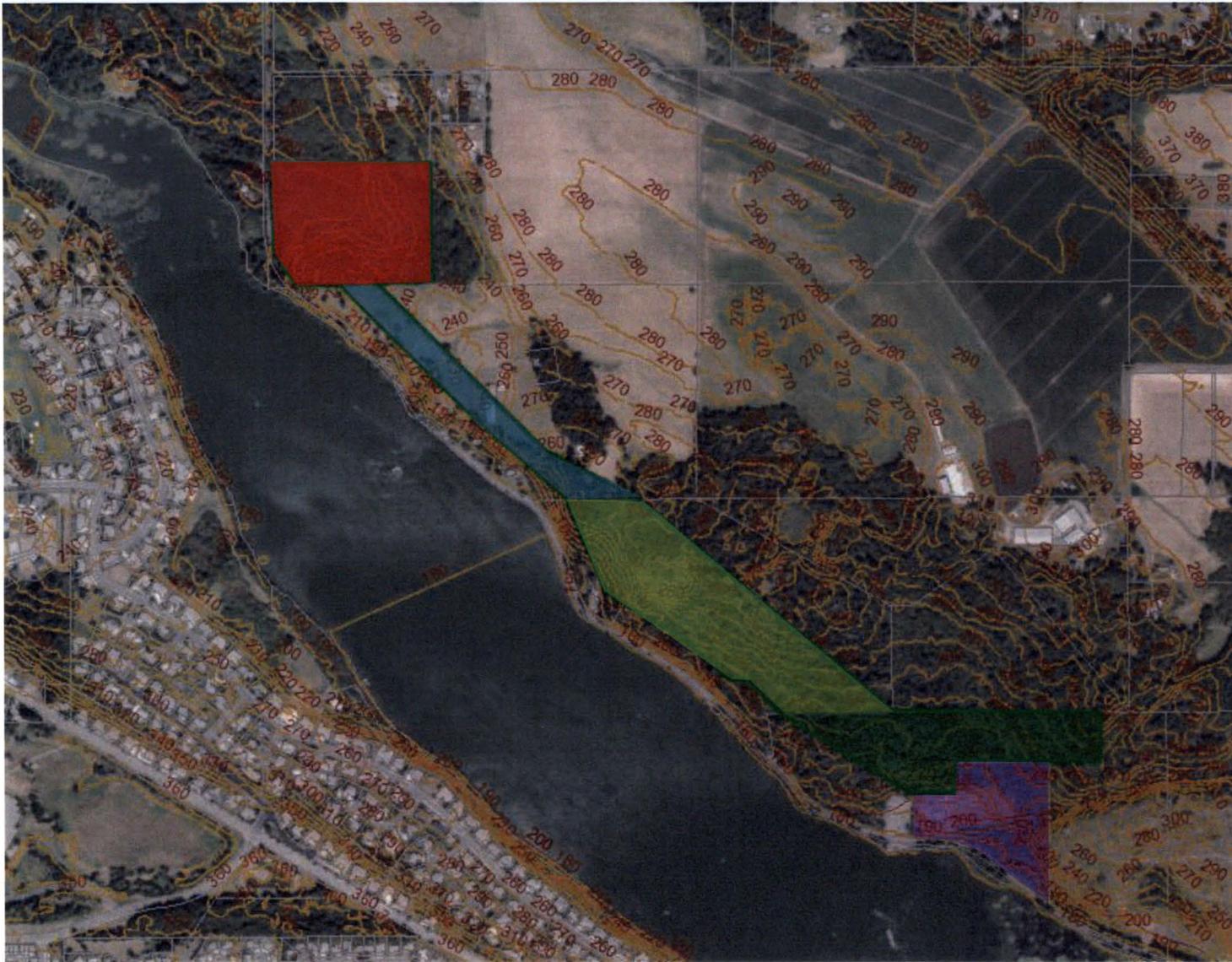
Conservation Futures Program – Department of Environmental Service
1300 Franklin St., PO Box 9810, Vancouver, WA 98666-9810 (360) 397-2121



For other formats, contact the Clark County ADA Office: **Voice** (360) 397-2322; **Relay** 711 or (800) 833-6388; **Fax** (360) 397-6165; **E-mail** ADA@clark.wa.gov.

PROJECT MAINTENANCE PLAN (brief summary of maintenance approach): The city of Camas will be lead agency for maintenance and management of the project site. City crews already maintain several recreation sites in the Lacamas corridor. These include Fallen Leaf Lake, Lacamas Heritage Trail, Camas Community Center and Boat Launch, and south shore open space.

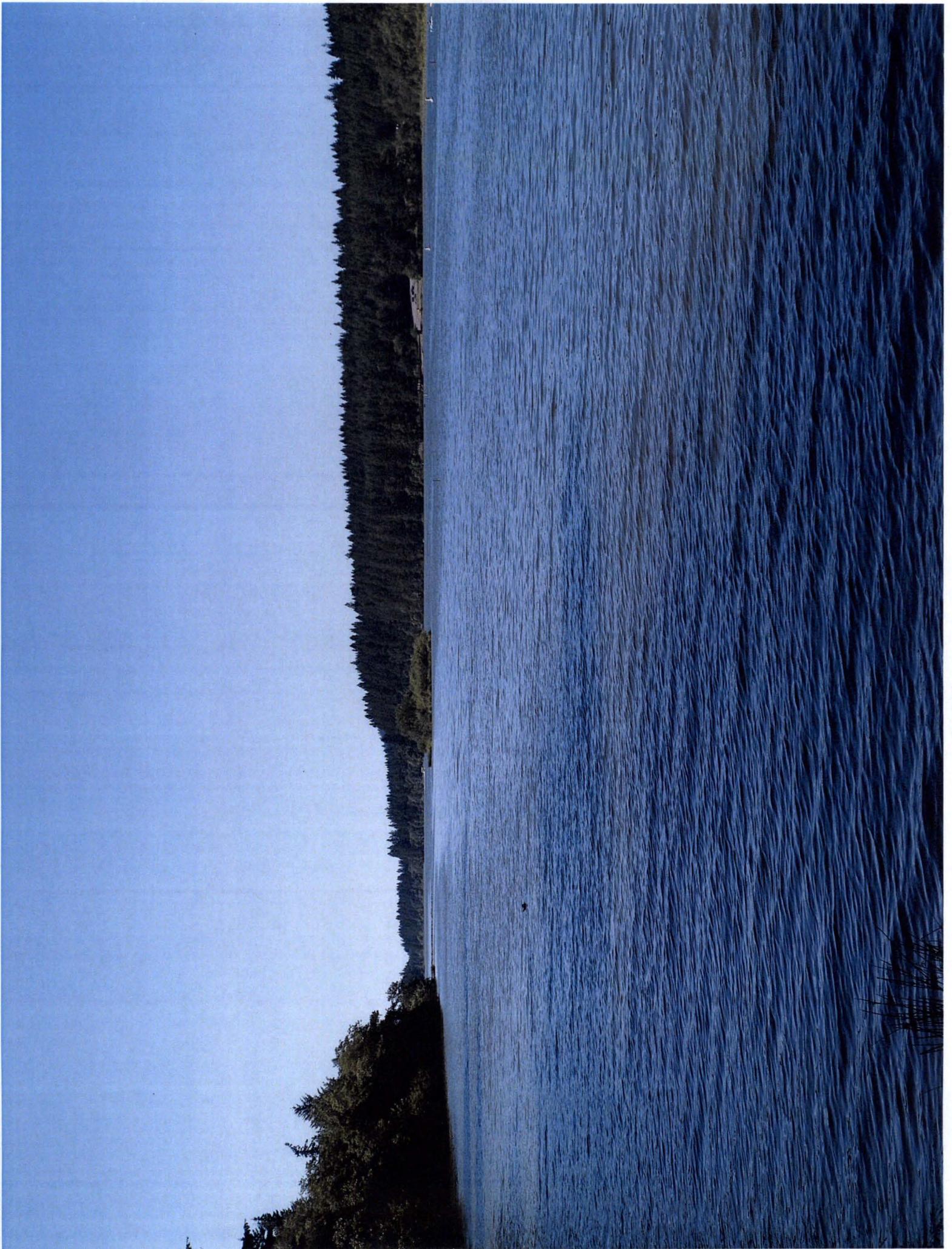




- Buma 17ac, 10K, 170,000
- Rose 9ac, 100,000, 900,000
- Mills 20ac, 100,000, 2,000,000
- CJ Dens 14ac, 70,000, 980,000
- Wildlife League, 10ac, 70,000, 700,000

Project 70ac -\$4,780,000

- Donation - 700,000
- Conservation Futures - 2,580,000
- City of Camas - 1,500,000



CITY OF WASHOUGAL
WASHOUGAL GREENWAY CONNECTION
INTERLOCAL AGREEMENT FOR
CONSERVATION FUTURES FUNDING

INTERLOCAL AGREEMENT WITH CLARK COUNTY

CONSERVATION FUTURES

SCHMID TO HATHAWAY CONNECTOR TRAIL

I PURPOSE

This agreement sets forth the terms and conditions by which Clark County, Washington, hereafter referred to as County, shall provide funds from its Conservation Futures Account, pursuant to RCW 84.34.210 and Chapter 3.24 of the Clark County Code, to the City of Washougal, hereinafter identified as City, for the purpose of acquiring fee simple or lesser interest in open space, farm land, or timber land, as such are defined in RCW 84.34.020.

II AUTHORITY

This interlocal agreement by and between Clark County, Washington, and the City of Washougal is authorized by Chapter 39.34 of the Revised Code of Washington.

III PROJECT DESCRIPTION

The City's application to County is part of this contract. The application is the City's notification of its intent to implement and manage this project in conformance with local and state goals and objectives. The project to be assisted is summarized from the City's application as follows:

- A. Acquire an interest in approximately 0.22 acres of land to protect, scenic, recreation and environmental values along the Washougal River.
- B. Acquisition facilitates establishment of a trail connecting Hathaway Park with Schmid Family Park.

IV FUNDING OF PROJECT

City estimates the total cost of the property to be acquired under terms of this agreement is \$55,000. City requests that County pay \$27,500, or 50 percent of the total estimated project cost.

County recognizes, however, that this estimate, while made in good faith, may or may not represent fair market value as determined by standard professional appraisal procedures.

County agrees to pay \$27,500 or 50 percent of the total estimated project cost, or the same percentage amount of fair market value, whichever is less.

- A. Fair market value shall be determined utilizing professional appraisal procedures as set forth in subsections 1 through 5, below:
 - 1. Fair Market Value is established through professional appraisals.
 - 2. Appraisals are completed and approved by a real estate appraiser licensed in the state of Washington pursuant to 18.140 RCW.
 - 3. Review appraisals, when required by state or federal regulations or grant funding sources, or when determined advisable by County, shall be completed by a Member of the American Institute of Real Estate Appraisers (MAI) licensed in the state of Washington.
 - 4. Appraisal Reports and Reviews for acquisitions involving federal funding must be in compliance with the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA).
 - 5. For all other funding programs, appraisals meeting the current Uniform Standards of Professional Appraisal Practice (USPAP) publication are acceptable with the following exceptions:
 - a. Extraordinary Assumptions and Hypothetical Conditions must be clearly listed and justified in the appraisal report.
 - b. Appraisals must consider existing encumbrances.
 - c. The restricted format for reporting appraisals is not acceptable.
 - d. Appraisers must provide a specific point value rather than a value range.
 - e. Property owners are given an opportunity to accompany each appraiser during inspection of the property.

- B. City Completes Due Diligence Investigations:
 - 1. City orders and reviews a preliminary title report. City submits title report to County for review with the County Prosecuting Attorney.
 - 2. If no prior survey exists, City shall have a boundary survey of the property completed and a legal description of the property prepared.
 - 3. City shall prepare all required maps and exhibits, such as the Land and Water Conservation Fund 6(f)(3) map, for acquisitions involving federal funding based on the legal description of any easements or other encumbrances that may restrict use of the property.
 - 4. Acquisitions that may receive grant funding will meet all requirements of the anticipated funding sources.

5. City shall invite County to participate in a site inspection, or series of site inspections, to determine that the property is suitable for the intended purpose.
 - a. Zoning is appropriate for the intended use.
 - b. Necessary land use permits for the intended use are identified/verified.
 - c. Structures meet current building code requirements.
 - d. An Americans with Disabilities Act (ADA) and/or Outdoor Accessibility (USDOJ) assessment is completed.
 6. City requires a hazardous materials questionnaire to be completed by the property owner:
 - a. If deemed advisable by City or County, City shall cause a Phase I Environmental Site Assessment to be completed.
 - b. The format and content of Phase I ESA reports must be in general accordance with the American Society for Testing of Materials (ASTM) Standard Practice for Environmental Site Assessments including: Site Assessment Process E-1527-05 and the United States Environmental Protection Agency's (USEPA) standards for All Appropriate Inquiries (AAI) at 40 Code of Federal Regulations (CFR) Part 312.
- C. The cost of the appraisal, other due diligence studies and related administrative costs incurred by City may be reimbursed by County as components of the \$27,500, or 50% of total costs requested by City. Unless specifically authorized via a written amendment to this agreement, however, County funding contributions to this acquisition project including land costs and said incidental costs shall not exceed this limit.
- D. In the event fair market value exceeds the City's estimated project cost, the Board of County Councilors, at its discretion, may increase the approved funding allocation to cover fair market value of the property to be acquired. A written request to this effect should be submitted by City to the County Conservation Futures Program Manager, acting as program staff for the Board of Councilors. The request shall include a copy of the appraisal report and appraisal review. County program manager shall notify City of the Board's decision within 45 days of the receipt of the request, or as soon thereafter as is practicable, and a written amendment to this agreement shall be executed by the parties.

V LAND ACQUISITION COSTS EXCEEDING FAIR MARKET VALUE

County considers a reviewed and approved appraisal to be an acceptable estimate of property value. The negotiation between a willing seller and a willing buyer may set a price that is higher than the appraisal, and this marketplace value may be considered

along with the appraised value in establishing the reasonable limits of assistance.

If City believes that the negotiation price is a better indication of market value yet it is higher than the appraised value, a detailed and well-documented statement of this difference must be submitted, together with a formal request for a cost increase. This statement must explain why the appraisal did not reflect the true value and what steps City took to establish the true value through acceptable appraisal technique.

VI STATEMENT OF DIFFERENCE IN VALUE

If the property is to be purchased for less than the approved fair market value, City must submit a letter to County signed by seller acknowledging that the seller was aware of the approved fair market value and that the seller's decision to sell at less than fair market value was made of his/her own free will.

VII REAL PROPERTY ACQUISITION PROCEDURES

City may designate City staff or a third party as the "Acquisition Specialist" that will assist with the acquisition of the subject property. A list of this individual's qualifications and credentials relating to real property acquisition shall be provided to the Conservation Futures Program Manager to assure the designated acquisition specialist is qualified to participate.

VIII CONTINGENCIES

The duty of County to pay out funds under this contract depends on:

- A. Strict compliance by City with the terms of this contract, and;
- B. Available funds in County's Conservation Futures Account.

IX ACQUISITION PERIOD

City shall have two years from notification of funding approval by the Board of County Councilors to complete the project. The term of this project shall run from JANUARY 22, 2018 to JANUARY 22, 2019.

The Board of County Councilors may extend the acquisition period at its discretion. To secure an extension, City shall send written notice to the Conservation Futures Program Manager, acting as program staff for the Board of Councilors, at least thirty days prior to the end of the acquisition period. The notice shall state the need for an extension and explain the reasons for the request. The program manager shall notify City of the Board's decision within thirty days of receipt of the request, or as soon thereafter as is practicable.

Any project that has not been completed within the acquisition period, and for which no extension has been granted, shall be considered withdrawn and allocated funds shall become available for other projects.

City agrees to notify the Conservation Futures Program Manager of any circumstances or events during the acquisition period (such as an owner indicating he is no longer a willing seller) which will cause the termination of efforts to acquire the subject property.

City, on forms provided, will advise Clark County at least once every six months of their acquisition progress.

City shall obtain, and submit for review by County, a title insurance policy for the acquired land. County shall review all easements, restrictions, and other encumbrances that appear in the policy to assure that they do not impact, to an excessively negative degree, the Conservation Futures purposes for which the land is to be acquired. Clark County will not release funds for land purchases until this requirement is met.

X DURATION OF INTERLOCAL AGREEMENT

This agreement shall remain in effect in perpetuity, except as otherwise provided for in the "Acquisition Period" section of this agreement.

XI RELATIONSHIP OF PARTIES

The Clark County Board of Councilors imposed the Conservation Futures levy to provide a reliable and predictable funding source to help acquire interest in open space, farm land, timber land, and certain classifications of park property. This project, however, is sponsored by the City of Washougal and not Clark County. The purpose of this agreement is to provide City monetary assistance, which will enable it to complete the project described herein. In return for monetary assistance, County requires that a Deed of Right to the County, as shown in Appendix B, be recorded by City at closing of the acquisition to ensure that the acquired land is managed consistent with the purposes articulated in this agreement. County will not acquire any ownership interest in the subject property by virtue of this agreement, nor will County assume any responsibility for improving or managing the property.

City shall be responsible for the management of this project within the terms and conditions of this agreement. Furthermore, Clark County shall not become party to any contract between the Contracting Party and others by reason of having entered into this agreement.

XII OTHER ORGANIZATIONS

No separate legal or administrative entity shall be created by this agreement.

XIII PERFORMANCE

City agrees to manage the subject property in a manner consistent with the legislative declarations and objectives set forth in RCW 84.34.010-020 and RCW 84.34.200-250 and in Chapter 3.24 of the Clark County Code. Moreover, City recognizes that boards of county councilors are the only legislative authority empowered to impose the Conservation Futures levy and that the Board of Clark County Councilors, having done so, has the responsibility to assure proper use and administration of the Conservation Futures Fund and has a corresponding interest in the management of all properties acquired with the fund. Therefore City shall operate and maintain the subject property as follows:

- A. The property and any improvements to the property shall be kept safe and clean.
- B. City shall make reasonable effort to control nonconforming uses, such as hunting in wildlife preserves and sanctuaries.
- C. Sanitation and sanitary facilities shall be maintained in accordance with applicable state and local public health standards.
- D. City shall submit to the Conservation Futures Program Manager any plans for improving the subject property to assure statutory compliance and consistency with the Conservation Futures Project Application attached as Appendix _____. This does not apply to routine maintenance. Improvements that may be allowed under terms of the statute, the plans for which, in any event, should be submitted to the program manager, include but are not limited to picnic tables, viewpoints, rest areas, docks, benches, boat launches, restrooms, and parking lots. Work shall not commence without written approval from the Conservation Futures Program Manager. Though County shall be given the opportunity to review plans for improvements, this should not be construed to mean that County shall participate in the funding of improvements.
- E. City shall submit to the Conservation Futures Program Manager any proposals for lease-back agreements, as provided in RCW 84.34.210 easements, rights-of-way, or other conditions or restrictions which limit the use of or alter the character of the subject property. Any such proposal shall be reviewed for statutory compliance and consistency with proposed plans and uses as stated in City's project application at the time of funding approval. City shall not conclude any such agreement without written

consent of the Conservation Futures Program Manager.

- F. The property shall be kept open for public use at reasonable hours and times of year. County recognizes, however, that appropriate hours may vary considerably depending on the type of interest that has been acquired, and the existence of leaseback or other agreements that might properly limit public access.
- G. The property shall be open for the use of all segments of the public without restriction because of the race creed, color, sex, religion, national origin or residence of the user.
- H. Roads, trails, tables, benches, and other improvements shall be kept in reasonable repair throughout their estimated lifetime, as to prevent undue deterioration that would discourage public use.
- I. City should operate and maintain the facility in accordance with all applicable federal, state, and local laws and regulations.

XIV USER FEES AND CHARGES

User or other types of fees may be charged in connection with areas that are the subject matter of this contract, provided that the fees and charges are commensurate with the value of recreation services or opportunities furnished and are within the prevailing range of public fees and charges within the state for the particular activity involved.

XV CONVERSION

City for and in consideration of monies coming in whole or in part from Clark County's Conservation Futures Fund, shall record a Deed of Right to County upon closing, and dedicate the property to be acquired under terms of this agreement in perpetuity for the public's use and enjoyment and to promote the purposes of Conservation Futures.

The City will not make or permit to be made any use of the real property described in this agreement, or any part of it, which is inconsistent with those chapters of the Clark County Code and Revised Code of Washington that govern the use of Conservation Futures funds, or any use which is inconsistent with the purposes and improvements as described in City's project application at the time of funding approval, unless the Board of Clark County Councilors consents to the inconsistent use. County shall approve any such conversion only upon conditions where City can assure it will acquire substitute properties which are of equal or greater value at the time of conversion, which, to the extent feasible, are equivalent in usefulness and location, and which also meet the goals and objectives of the Conservation Futures Program.

XVI REMEDIES

In the event the City fails to comply with any or all of its obligations under this agreement, County stipulates that specific performance shall be the remedy preferred by County.

The remedy of specific performance shall not be the sole remedy and does not serve to exclude any and all other remedies available to County. County may choose to exercise any and all other remedies available, together with, or as an alternative to, specific performance, at the option of County.

XVII REPORTS AND INSPECTIONS

City, in cooperation with the Conservation Futures Program Manager, shall prepare a final report upon completion of this project or its early termination for presentation to the Board of Clark County Councilors. The report shall include a final accounting of all expenditures and a description of the work accomplished. If the project is terminated early, the report shall provide a full explanation of the reasons for not completing the project. City also agrees to provide interim status reports to the Conservation Futures Program Manager every six months during the acquisition period.

Property and improvements acquired under terms of this agreement shall be available for inspection by the Conservation Futures Program Manager, or his designee, upon request. As a matter routine, Clark County shall conduct an on-site inspection approximately once a year to assure that the property is being operated, maintained, and used in accordance with this Contract.

XVIII ASSIGNMENT

This agreement shall not be assignable in whole or in part by the City except with the express written consent of the Board of Clark County Councilors.

XIX HOLD HARMLESS

City agrees to defend and hold harmless Clark County, Washington, the Board of Clark County Councilors and any employees thereof from any and all suits at law or equity or claims or demands, or any loss of any nature, including but not limited to costs and attorneys' fees, suffered, or alleged to be suffered, on the premises, or arising out of use, improvements, operation, or management of the subject property.

XX NOTICES

Any notices, requests, consents, approvals, and other communications shall be in writing and shall be deemed to have been sufficiently given for all purposes when delivered or mailed by first class postage or certified mail, postage prepaid, addressed as follows:

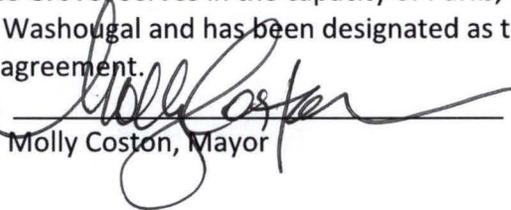
A. Notice to Clark County

TO: Conservation Futures Program Manager
Clark County Public Works Department
Parks and Lands Division
4700 NE 78th Street
Vancouver, Washington 98665

B. Notice to the City of Washougal

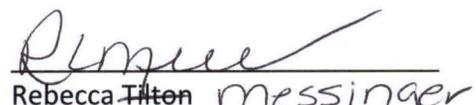
TO: Suzanne Grover
Parks and Cemetery Program Manager
1701 C Street
Washougal, WA 98671

Suzanne Grover serves in the capacity of Parks, Cemetery and Facilities Manager for the City of Washougal and has been designated as the City's liaison officer for the purposes of this agreement.

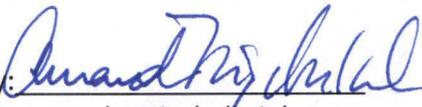
Attest: 
Molly Coston, Mayor

ADOPTED this 27th day of Feb., 2018.

ATTEST:

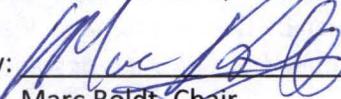

Rebecca Tilton messinger
Clerk to the Board

APPROVED AS TO FORM, ONLY
Anthony F. Golik
Prosecuting Attorney

By: 
Amanda Migchelbrink
Deputy Civil Prosecutor



BOARD OF COUNTY COUNCILORS
FOR CLARK COUNTY, WASHINGTON

By: 
Marc Boldt, Chair

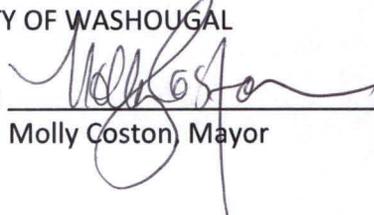
By: _____
Jeanne Steward, Councilor

By: _____
Julie Olson, Councilor

By: _____
John Blom, Councilor

By: _____
Eileen Quiring, Councilor

CITY OF WASHOUGAL

By: 
Molly Coston, Mayor

DEED OF RIGHT

For Public Use of Land Acquired Under the Clark County Conservation Futures Program

The City of Washougal, _____, for and in consideration of monies coming in whole or in part from the Conservation Futures Account, as established by Chapter 324 of the Clark County Code, and in fulfillment of terms contained in the Interlocal Agreement identified below, conveys and grants to Clark County, Washington, individually and as the representative of all the people of Clark County, the right to use the real property described below forever for those purposes described in the Interlocal Agreement signed by the City of Washougal on the _____ day of _____ and by Clark County on the 27th day of Feb., 2018, and which is entitled Community Park Connection Project.

The City of Washougal will not make or permit to be made any use of the real property described in is deed, or any part of it, which is inconsistent with those chapters of the Clark County Code and Revised Code of Washington that govern the use of Conservation Futures Funds, or any use which is inconsistent with the purposes and improvements as described in the City's project application at the time of funding approval, unless the Board of Clark County Councilors consents to the inconsistent use. Clark County shall approve any such conversion only upon conditions where the City of Washougal can assure it will acquire substitute properties which are of equal or greater value at the time of conversion, which, to the extent feasible, are equivalent in usefulness and location, and which also meet the goals and objectives of the Conservation Futures Program.

The real property covered by this deed is described in Exhibit A attached hereto and is incorporated by this reference.

This deed shall in no way modify or extinguish the functions of the signatory parties under the terms and conditions set forth in the aforementioned interlocal Agreement.

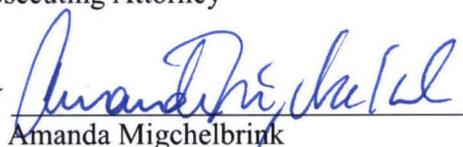
Dated this 27th day of Feb., 2018

Mayor: - City of Washougal -

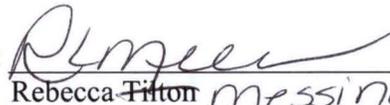

Molly Coston

Approved as to Form, Only
Anthony F. Golik
Prosecuting Attorney

BY


Amanda Migchelbrink
Deputy Civil Prosecutor

Attest:


Rebecca Tilton
Clerk to the Board

CITY OF WASHOUGAL
WASHOUGAL GREENWAY CONNECTION
APPLICATION FOR
CONSERVATION FUTURES FUNDING - 2017



CLARK COUNTY
WASHINGTON

proud past, promising future

Conservation Futures Project Application / Summary FUNDING CYCLE 2017

SUBMITTAL DATE: 1-25-2017

PROJECT NAME: Community Park Connection Project

SPONSOR INFORMATION

Organization Name: City of Washougal

Agency Address: 1701 "C" Street – Washougal, WA 98671

Agency Jurisdiction: City of Washougal

Contact Name: Suzanne Grover

Contact Phone: 360-835-2662 x207

Contact E-Mail Address: Suzanne.grover@cityofwashougal.us

PROJECT LOCATION

Property Address(es): 976 28TH CT and 989 28TH CT

Tax Identification Number(s): 131893000 and 76516079

Major Street / Intersection Nearest Property Access Point: 28th and "I" Street

Property Description (type of land use): The first of these is a 0.11 acre separate lot along the river's edge of the Washougal River. It is the location of a historic swimming hole and rope swing. Using this property would require acquisition or an easement.

The second is a full residential parcel with a structure on it. The lower portion is of interest for this project and would require a boundary line adjustment to acquire or an easement.

Section: ¼, S08 Township: 1N Range: 4E

EXISTING CONDITIONS

Number of Parcels: 2

Addition: Riverside

Total Project Acres: .22

Zoning Classification(s): UL

Existing Structures/Facilities (No. / Type): Not in the project area.

Current use: Shoreline

- Watershed Name: Washougal River
- Waterfront Access and type: Direct access to the shoreline of the river
- Body of Water: Washougal River
- Shoreline (lineal ft.): 190'
- Historical / Cultural Features: high probability
- Owner Tidelands/Shorelands: Kelly/Deister

Conservation Futures Program – Department of Environmental Service
1300 Franklin St., PO Box 9810, Vancouver, WA 98666-9810 (360) 397-2121



For other formats, contact the Clark County ADA Office: **Voice** (360) 397-2322; **Relay** 711 or (800) 833-6388; **Fax** (360) 397-6165; **E-mail** ADA@clark.wa.gov.

- Active Agriculture; Currently leased for agriculture: N/A
 Threatened / Endangered species present: Steelhead trout, Coho salmon, Chinook salmon, Chum salmon

- Utilities on property (list all known): none known
 Potable water available on site: Well; Water Service; Is there a water right? None known

SITE DESCRIPTION (Discuss physical characteristics of proposed acquisition): The parcel and portion of a residential parcel of interest are fully river's edge properties. The area is within 10' of the river surface and has been subject to flooding during extreme weather events. The area was once a more natural river's edge with a channel to allow the river to back up into the new Schmid Family Park during high water events. It is rumored that over the years, landowners filled in the channel mouth and armored the shore with boulders and fill material.

PROPOSED DEVELOPMENT IMPROVEMENTS: The City of Washougal is interested in fully acquiring or forging easement agreements with the landowners to construct a trail to connect the newest Schmid Family Park with the oldest Hathaway Park. There may also be some interest in restoring the back water channel for habitat enhancement. That restoration would necessitate construction of a connecting bridge with enough girth over which to drive a "gator" for trail maintenance. The City would also be obligated to abate invasive species and plant wetland material.

PROPOSED USES ON SITE: Recreation trail and habitat restoration

PROJECT PARTNERS:

For purchase, list names: Richard and Jonelle Kelly may likely consider selling their parcel to the City of Washougal.

For use of site, list names: Joseph and Betty Deister will most likely consider an easement agreement.

The city of Washougal will reach out and communicate with these two families in the next few weeks to establish their level of interest.

TYPE OF INTEREST:

Warranty Deed: Kelly Easement: Deister

Other (please describe):

Project requires relocation of residents: Yes No

PROJECT COST:

Conservation Futures Program – Department of Environmental Service
1300 Franklin St., PO Box 9810, Vancouver, WA 98666-9810 (360) 397-2121



For other formats, contact the Clark County ADA Office: **Voice** (360) 397-2322; **Relay** 711 or (800) 833-6388; **Fax** (360) 397-6165; **E-mail** ADA@clark.wa.gov.

Estimated Total Cost: \$55,000

Estimate Based on: The Kelly property is listed as \$22,801 tax assessed value in Clark County GIS. The area of the Deister property is of equivalent size to the Kelly property.

Will other agencies/groups contribute to project? Yes No Unknown at this time.

Name of Contributor: N/A at this time

Amount of Contribution: N/A

Total Estimated Request from Conservation Futures: \$27,500

- Attach separate sheet with all anticipated:
- Revenues for project, including donations, in-kind services, grants, partnerships, and other contributions
 - Expenses for project, including permits, fees, staff time,

PROJECT MAINTENANCE PLAN (brief summary of maintenance approach): The City of Washougal would immediately begin cleaning the property. This area is subject to use by vagrants for "housing" and debris tends to accumulate in this location. With more positive traffic coming into this area, the vagrancy will minimize. The City would also begin charting the path to connect these two large community parks. There will be difficult areas to navigate; however, the community rewards for a complete trail are tremendous. With the assistance of a design professional, Washougal believes this project holds exception community value.





The above image faces west toward the stairs at the bottom of the Kelly property and the wild condition of the hillside of the Deister property beyond. Constructing the connecting trail will be challenging but exceptionally rewarding for the community. The below images show the intimate views of the Washougal River from this trail connection.



CITY OF WASHOUGAL
WASHOUGAL GREENWAY CONNECTION
APPLICATION FOR
CONSERVATION FUTURES FUNDING - 2017

- Active Agriculture; Currently leased for agriculture: N/A
 Threatened / Endangered species present: Steelhead trout, Coho salmon, Chinook salmon, Chum salmon

- Utilities on property (list all known): none known
 Potable water available on site: Well; Water Service; Is there a water right? None known

SITE DESCRIPTION (Discuss physical characteristics of proposed acquisition): The parcel and portion of a residential parcel of interest are fully river's edge properties. The area is within 10' of the river surface and has been subject to flooding during extreme weather events. The area was once a more natural river's edge with a channel to allow the river to back up into the new Schmid Family Park during high water events. It is rumored that over the years, landowners filled in the channel mouth and armored the shore with boulders and fill material.

PROPOSED DEVELOPMENT IMPROVEMENTS: The City of Washougal is interested in fully acquiring or forging easement agreements with the landowners to construct a trail to connect the newest Schmid Family Park with the oldest Hathaway Park. There may also be some interest in restoring the back water channel for habitat enhancement. That restoration would necessitate construction of a connecting bridge with enough girth over which to drive a "gator" for trail maintenance. The City would also be obligated to abate invasive species and plant wetland material.

PROPOSED USES ON SITE: Recreation trail and habitat restoration

PROJECT PARTNERS:

For purchase, list names: Richard and Jonelle Kelly may likely consider selling their parcel to the City of Washougal.

For use of site, list names: Joseph and Betty Deister will most likely consider an easement agreement.

The city of Washougal will reach out and communicate with these two families in the next few weeks to establish their level of interest.

TYPE OF INTEREST:

Warranty Deed: Kelly Easement: Deister

Other (please describe):

Project requires relocation of residents: Yes No

PROJECT COST:

Conservation Futures Program – Department of Environmental Service
1300 Franklin St., PO Box 9810, Vancouver, WA 98666-9810 (360) 397-2121



For other formats, contact the Clark County ADA Office: **Voice** (360) 397-2322; **Relay** 711 or (800) 833-6388; **Fax** (360) 397-6165; **E-mail** ADA@clark.wa.gov.

Estimated Total Cost: \$55,000

Estimate Based on: The Kelly property is listed as \$22,801 tax assessed value in Clark County GIS. The area of the Deister property is of equivalent size to the Kelly property.

Will other agencies/groups contribute to project? Yes No Unknown at this time.

Name of Contributor: N/A at this time

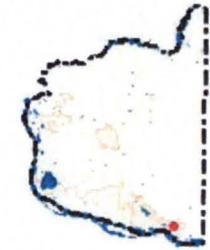
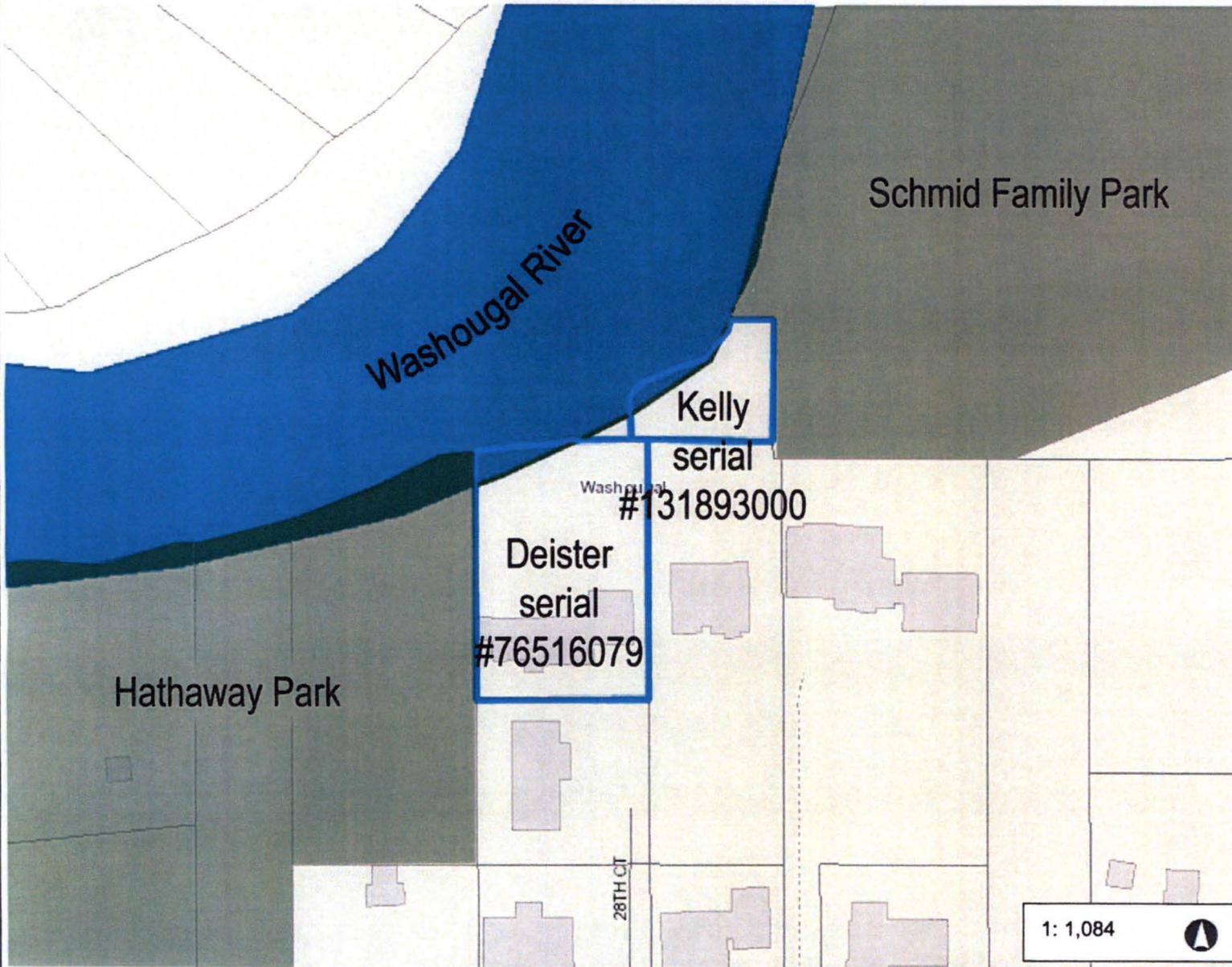
Amount of Contribution: N/A

Total Estimated Request from Conservation Futures: \$27,500

- Attach separate sheet with all anticipated:
- Revenues for project, including donations, in-kind services, grants, partnerships, and other contributions
 - Expenses for project, including permits, fees, staff time,

PROJECT MAINTENANCE PLAN (brief summary of maintenance approach): The City of Washougal would immediately begin cleaning the property. This area is subject to use by vagrants for "housing" and debris tends to accumulate in this location. With more positive traffic coming into this area, the vagrancy will minimize. The City would also begin charting the path to connect these two large community parks. There will be difficult areas to navigate; however, the community rewards for a complete trail are tremendous. With the assistance of a design professional, Washougal believes this project holds exception community value.





Legend

-  Building Footprints
-  Taxlots
-  Cities Boundaries
-  Urban Growth Boundaries

Notes:

1: 1,084 

180.7 0 90.35 180.7 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
Clark County, WA. GIS - <http://gis.clark.wa.gov>

This map was generated by Clark County's "MapsOnline" website. Clark County does not warrant the accuracy, reliability or timeliness of any information on this map, and shall not be held liable for losses caused by using this information.



The above image faces west toward the stairs at the bottom of the Kelly property and the wild condition of the hillside of the Deister property beyond. Constructing the connecting trail will be challenging but exceptionally rewarding for the community. The below images show the intimate views of the Washougal River from this trail connection.



CITY OF LA CENTER
BOLEN CREEK HABITAT/TRAIL CORRIDOR
INTERLOCAL AGREEMENT FOR
CONSERVATION FUTURES FUNDING

APPENDIX A INTERLOCAL AGREEMENT

I PURPOSE

This agreement sets forth the terms and conditions by which Clark County, Washington, hereafter referred to as County, shall provide funds from its Conservation Futures Account, pursuant to RCW 84.34.210 and Chapter 3.24 of the Clark County Code, to the City of La Center, hereinafter identified as City, for the purpose of acquiring fee simple or lesser interest in open space, farm land, or timber land, as such are defined in RCW 84.34.020.

II AUTHORITY

This interlocal agreement by and between Clark County, Washington, and the City of La Center is authorized by Chapter 39.34 of the Revised Code of Washington.

III PROJECT DESCRIPTION

The City's application to County is part of this contract. The application is the City's notification of its intent to implement and manage this project in conformance with local and state goals and objectives. The project to be assisted is summarized from the City's application as follows:

- A. Acquire approximately 5.48 acres of land to protect, scenic, recreation and environmental values adjacent to Bolen Creek, a fish-bearing tributary of the East Fork Lewis River.
- B. Acquisition facilitates establishment of a trail corridor that would connect northern portions of the city to the East Fork Lewis River.

IV FUNDING OF PROJECT

City estimates the total cost of the property to be acquired under terms of this agreement is \$154,000. City requests that County pay \$139,000, or 90 percent of the total estimated project cost.

County recognizes, however, that this estimate, while made in good faith, may or may not represent fair market value as determined by standard professional appraisal procedures.

County agrees to pay \$139,000 or 90 percent of the total estimated project cost, or the same percentage amount of fair market value, whichever is less.

- A. Fair market value shall be determined utilizing professional appraisal procedures as set forth in subsections 1 through 5, below:
 1. Fair Market Value is established through professional appraisals.
 2. Appraisals are completed and approved by a real estate appraiser licensed in the state of Washington pursuant to 18.140 RCW.
 3. Review appraisals, when required by state or federal regulations or grant funding sources, or when determined advisable by County, shall be completed by a Member of the American Institute of Real Estate Appraisers (MAI) licensed in the state of Washington.
 4. Appraisal Reports and Reviews for acquisitions involving federal funding must be in compliance with the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA).
 5. For all other funding programs, appraisals meeting the current Uniform Standards of Professional Appraisal Practice (USPAP) publication are acceptable with the following exceptions:
 - a. Extraordinary Assumptions and Hypothetical Conditions must be clearly listed and justified in the appraisal report.
 - b. Appraisals must consider existing encumbrances.
 - c. The restricted format for reporting appraisals is not acceptable.
 - d. Appraisers must provide a specific point value rather than a value range.
 - e. Property owners are given an opportunity to accompany each appraiser during inspection of the property.

- B. City Completes Due Diligence Investigations:
 1. City orders and reviews a preliminary title report. City submits title report to County for review with the County Prosecuting Attorney.
 2. If no prior survey exists, City shall have a boundary survey of the property completed and a legal description of the property prepared.
 3. City shall prepare all required maps and exhibits, such as the Land and Water Conservation Fund 6(f)(3) map, for acquisitions involving federal funding based on the legal description of any easements or other encumbrances that may restrict use of the property.
 4. Acquisitions that may receive grant funding will meet all requirements of the anticipated funding sources.
 5. City shall invite County to participate in a site inspection, or series of site inspections, to determine that the property is suitable for the intended purpose.
 - a. Zoning is appropriate for the intended use.

- b. Necessary land use permits for the intended use are identified/verified.
 - c. Structures meet current building code requirements.
 - d. An Americans with Disabilities Act (ADA) and/or Outdoor Accessibility (USDOJ) assessment is completed.
6. City requires a hazardous materials questionnaire to be completed by the property owner:
- a. If deemed advisable by City or County, City shall cause a Phase I Environmental Site Assessment to be completed.
 - b. The format and content of Phase I ESA reports must be in general accordance with the American Society for Testing of Materials (ASTM) Standard Practice for Environmental Site Assessments including: Site Assessment Process E-1527-05 and the United States Environmental Protection Agency's (USEPA) standards for All Appropriate Inquiries (AAI) at 40 Code of Federal Regulations (CFR) Part 312.
- C. The cost of the appraisal, other due diligence studies and related administrative costs incurred by City may be reimbursed by County as components of the \$139,000, or 90% of total costs requested by City. Unless specifically authorized via a written amendment to this agreement, however, County funding contributions to this acquisition project including land costs and said incidental costs shall not exceed this limit.
- D. In the event fair market value exceeds the City's estimated project cost, the Board of County Councilors, at its discretion, may increase the approved funding allocation to cover fair market value of the property to be acquired. A written request to this effect should be submitted by City to the County Conservation Futures Program Manager, acting as program staff for the Board of Councilors. The request shall include a copy of the appraisal report and appraisal review. County program manager shall notify City of the Board's decision within 45 days of the receipt of the request, or as soon thereafter as is practicable, and a written amendment to this agreement shall be executed by the parties.

V LAND ACQUISITION COSTS EXCEEDING FAIR MARKET VALUE

County considers a reviewed and approved appraisal to be an acceptable estimate of property value. The negotiation between a willing seller and a willing buyer may set a price that is higher than the appraisal, and this marketplace value may be considered along with the appraised value in establishing the reasonable limits of assistance.

If City believes that the negotiation price is a better indication of market value yet it is higher than the appraised value, a detailed and well-documented statement of this difference must be submitted, together with a formal request for a cost increase. This

statement must explain why the appraisal did not reflect the true value and what steps City took to establish the true value through acceptable appraisal technique.

VI STATEMENT OF DIFFERENCE IN VALUE

If the property is to be purchased for less than the approved fair market value, City must submit a letter to County signed by seller acknowledging that the seller was aware of the approved fair market value and that the seller's decision to sell at less than fair market value was made of his/her own free will.

VII REAL PROPERTY ACQUISITION PROCEDURES

City may designate City staff or a third party as the "Acquisition Specialist" that will assist with the acquisition of the subject property. A list of this individual's qualifications and credentials relating to real property acquisition shall be provided to the Conservation Futures Program Manager to assure the designated acquisition specialist is qualified to participate.

VIII CONTINGENCIES

The duty of County to pay out funds under this contract depends on:

- A. Strict compliance by City with the terms of this contract, and;
- B. Available funds in County's Conservation Futures Account.

IX ACQUISITION PERIOD

City shall have two years from notification of funding approval by the Board of County Councilors to complete the project. The term of this project shall run from _____ to _____

The Board of County Councilors may extend the acquisition period at its discretion. To secure an extension, City shall send written notice to the Conservation Futures Program Manager, acting as program staff for the Board of Councilors, at least thirty days prior to the end of the acquisition period. The notice shall state the need for an extension and explain the reasons for the request. The program manager shall notify City of the Board's decision within thirty days of receipt of the request, or as soon thereafter as is practicable.

Any project that has not been completed within the acquisition period, and for which no extension has been granted, shall be considered withdrawn and allocated funds shall become available for other projects.

City agrees to notify the Conservation Futures Program Manager of any circumstances or events during the acquisition period (such as an owner indicating he is no longer a willing seller) which will cause the termination of efforts to acquire the subject property.

City, on forms provided, will advise Clark County at least once every six months of their acquisition progress.

City shall obtain, and submit for review by County, a title insurance policy for the acquired land. County shall review all easements, restrictions, and other encumbrances that appear in the policy to assure that they do not impact, to an excessively negative degree, the Conservation Futures purposes for which the land is to be acquired. Clark County will not release funds for land purchases until this requirement is met.

X DURATION OF INTERLOCAL AGREEMENT

This agreement shall remain in effect in perpetuity, except as otherwise provided for in the "Acquisition Period" section of this agreement.

XI RELATIONSHIP OF PARTIES

The Clark County Board of Councilors imposed the Conservation Futures levy to provide a reliable and predictable funding source to help acquire interest in open space, farm land, timber land, and certain classifications of park property. This project, however, is sponsored by the City of La Center and not Clark County. The purpose of this agreement is to provide City monetary assistance, which will enable it to complete the project described herein. In return for monetary assistance, County requires that a Deed of Right to the County, as shown in Appendix B, be recorded by City at closing of the acquisition to ensure that the acquired land is managed consistent with the purposes articulated in this agreement. County will not acquire any ownership interest in the subject property by virtue of this agreement, nor will County assume any responsibility for improving or managing the property.

City shall be responsible for the management of this project within the terms and conditions of this agreement. Furthermore, Clark County shall not become party to any contract between the Contracting Party and others by reason of having entered into this agreement.

XII OTHER ORGANIZATIONS

No separate legal or administrative entity shall be created by this agreement.

XIII PERFORMANCE

City agrees to manage the subject property in a manner consistent with the legislative declarations and objectives set forth in RCW 84.34.010-020 and RCW 84.34.200-250 and in Chapter 3.24 of the Clark County Code. Moreover, City recognizes that boards of county councilors are the only legislative authority empowered to impose the Conservation Futures levy and that the Board of Clark County Councilors, having done so, has the responsibility to assure proper use and administration of the Conservation Futures Fund and has a corresponding interest in the management of all properties acquired with the fund. Therefore City shall operate and maintain the subject property as follows:

- A. The property and any improvements to the property shall be kept safe and clean.
- B. City shall make reasonable effort to control nonconforming uses, such as hunting in wildlife preserves and sanctuaries.
- C. Sanitation and sanitary facilities shall be maintained in accordance with applicable state and local public health standards.
- D. City shall submit to the Conservation Futures Program Manager any plans for improving the subject property to assure statutory compliance and consistency with the Conservation Futures Project Application attached as Appendix _____. This does not apply to routine maintenance. Improvements that may be allowed under terms of the statute, the plans for which, in any event, should be submitted to the program manager, include but are not limited to picnic tables, viewpoints, rest areas, docks, benches, boat launches, restrooms, and parking lots. Work shall not commence without written approval from the Conservation Futures Program Manager. Though County shall be given the opportunity to review plans for improvements, this should not be construed to mean that County shall participate in the funding of improvements.
- E. City shall submit to the Conservation Futures Program Manager any proposals for lease-back agreements, as provided in RCW 84.34.210 easements, rights-of-way, or other conditions or restrictions which limit the use of or alter the character of the subject property. Any such proposal shall be reviewed for statutory compliance and consistency with proposed plans and uses as stated in City's project application at the time of funding approval. City shall not conclude any such agreement without written consent of the Conservation Futures Program Manager.
- F. The property shall be kept open for public use at reasonable hours and times of year. County recognizes, however, that appropriate hours may vary considerably depending on the type of interest that has been acquired, and

the existence of leaseback or other agreements that might properly limit public access.

- G. The property shall be open for the use of all segments of the public without restriction because of the race creed, color, sex, religion, national origin or residence of the user.
- H. Roads, trails, tables, benches, and other improvements shall be kept in reasonable repair throughout their estimated lifetime, as to prevent undue deterioration that would discourage public use.
- I. City should operate and maintain the facility in accordance with all applicable federal, state, and local laws and regulations.

XIV USER FEES AND CHARGES

User or other types of fees may be charged in connection with areas that are the subject matter of this contract, provided that the fees and charges are commensurate with the value of recreation services or opportunities furnished and are within the prevailing range of public fees and charges within the state for the particular activity involved.

XV CONVERSION

City for and in consideration of monies coming in whole or in part from Clark County's Conservation Futures Fund, shall record a Deed of Right to County upon closing, and dedicate the property to be acquired under terms of this agreement in perpetuity for the public's use and enjoyment and to promote the purposes of Conservation Futures.

The City will not make or permit to be made any use of the real property described in this agreement, or any part of it, which is inconsistent with those chapters of the Clark County Code and Revised Code of Washington that govern the use of Conservation Futures funds, or any use which is inconsistent with the purposes and improvements as described in City's project application at the time of funding approval, unless the Board of Clark County Councilors consents to the inconsistent use. County shall approve any such conversion only upon conditions where City can assure it will acquire substitute properties which are of equal or greater value at the time of conversion, which, to the extent feasible, are equivalent in usefulness and location, and which also meet the goals and objectives of the Conservation Futures Program.

XVI REMEDIES

In the event the City fails to comply with any or all of its obligations under this agreement, County stipulates that specific performance shall be the remedy preferred

by County.

The remedy of specific performance shall not be the sole remedy and does not serve to exclude any and all other remedies available to County. County may choose to exercise any and all other remedies available, together with, or as an alternative to, specific performance, at the option of County.

XVII REPORTS AND INSPECTIONS

City, in cooperation with the Conservation Futures Program Manager, shall prepare a final report upon completion of this project or its early termination for presentation to the Board of Clark County Councilors. The report shall include a final accounting of all expenditures and a description of the work accomplished. If the project is terminated early, the report shall provide a full explanation of the reasons for not completing the project. City also agrees to provide interim status reports to the Conservation Futures Program Manager every six months during the acquisition period.

Property and improvements acquired under terms of this agreement shall be available for inspection by the Conservation Futures Program Manager, or his designee, upon request. As a matter routine, Clark County shall conduct an on-site inspection approximately once a year to assure that the property is being operated, maintained, and used in accordance with this Contract.

XVIII ASSIGNMENT

This agreement shall not be assignable in whole or in part by the City except with the express written consent of the Board of Clark County Councilors.

XIX HOLD HARMLESS

City agrees to defend and hold harmless Clark County, Washington, the Board of Clark County Councilors and any employees thereof from any and all suits at law or equity or claims or demands, or any loss of any nature, including but not limited to costs and attorneys' fees, suffered, or alleged to be suffered, on the premises, or arising out of use, improvements, operation, or management of the subject property.

XX NOTICES

Any notices, requests, consents, approvals, and other communications shall be in writing and shall be deemed to have been sufficiently given for all purposes when delivered or mailed by first class postage or certified mail, postage prepaid, addressed as follows:

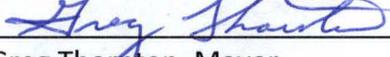
A. Notice to Clark County

TO: Conservation Futures Program Manager
Clark County Public Works Department
Parks and Lands Division
4700 NE 78th Street
Vancouver, Washington 98665

B. Notice to La Center

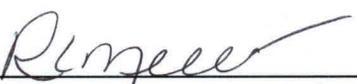
TO: Naomi Hansen
Permit Specialist
La Center Public Works
305 NW Pacific Highway
La Center, WA 98629

Naomi Hansen serves in the capacity of Permit Specialist for the City of La Center and has been designated as the City's liaison officer for the purposes of this agreement.

Attest: 
Greg Thornton, Mayor

ADOPTED this 27th day of Feb., 2017.

ATTEST:

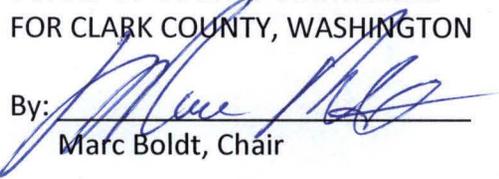

Rebecca Tilton messinger
Clerk to the Board

APPROVED AS TO FORM, ONLY
Anthony F. Golik
Prosecuting Attorney

By: 
Amanda Migchelbrink
Deputy Civil Prosecutor



BOARD OF COUNTY COUNCILORS
FOR CLARK COUNTY, WASHINGTON

By: 
Marc Boldt, Chair

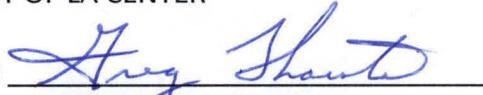
By: _____
Jeanne Steward, Councilor

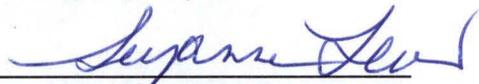
By: _____
Julie Olson, Councilor

By: _____
John Blom, Councilor

By: _____
Eileen Quiring, Councilor

CITY OF LA CENTER

By: 
Greg Thornton, Mayor

ATTEST: 
Finance Director / City Clerk

APPROVED AS TO FORM, ONLY:


Daniel Kearns, City Attorney

DEED OF RIGHT

For Public Use of Land Acquired Under the Clark County Conservation Futures Program

The City of La Center, for and in consideration of monies coming in whole or in part from the Conservation Futures Account, as established by Chapter 3.24 of the Clark County Code, and in fulfillment of terms contained in the Interlocal Agreement identified below, conveys and grants to Clark County, Washington, individually and as the representative of all the people of Clark County, the right to use the real property described below forever for those purposes described in the Interlocal Agreement signed by the City of La Center on the 27th day of DECEMBER and by Clark County on the 27th day of Feb., 2018, and which is entitled Bolen Creek Habitat/Trail Corridor.

The City of La Center will not make or permit to be made any use of the real property described in is deed, or any part of it, which is inconsistent with those chapters of the Clark County Code and Revised Code of Washington that govern the use of Conservation Futures Funds, or any use which is inconsistent with the purposes and improvements as described in the City's project application at the time of funding approval, unless the Board of Clark County Councilors consents to the inconsistent use. Clark County shall approve any such conversion only upon conditions where the City of La Center can assure it will acquire substitute properties which are of equal or greater value at the time of conversion, which, to the extent feasible, are equivalent in usefulness and location, and which also meet the goals and objectives of the Conservation Futures Program.

The real property covered by this deed is described in Exhibit A attached hereto and is incorporated by this reference.

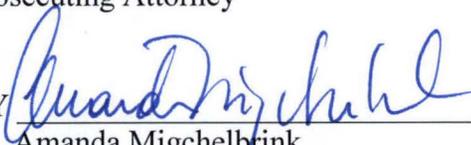
This deed shall in no way modify or extinguish the functions of the signatory parties under the terms and conditions set forth in the aforementioned interlocal Agreement.

Dated this 27th day of DECEMBER, 2017.

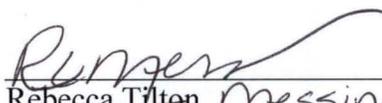


Greg Thornton, Mayor
City of La Center

Approved as to Form, Only
Anthony F. Golik
Prosecuting Attorney

BY 

Amanda Migchelbrink
Deputy Civil Prosecutor

Attest: 

Rebecca Tilton
Clerk to the Board

CITY OF LA CENTER
BOLEN CREEK HABITAT/TRAIL CORRIDOR
APPLICATION FOR
CONSERVATION FUTURES FUNDING - 2017



CLARK COUNTY
WASHINGTON

Conservation Futures Project Application / Summary

FUNDING CYCLE 2017

SUBMITTAL DATE: 02/15/2017

PROJECT NAME: Bolen Creek Habitat Acquisition

SPONSOR INFORMATION

Organization Name: City of La Center

Agency Address: 305 NW Pacific Highway, La Center, WA 98629

Agency Jurisdiction: LaCenter

Contact Name: Mayor, Greg Thornton

Contact Phone: (360) 263-7665

Contact E-Mail Address: gthornton@ci.lacenter.wa.us

PROJECT LOCATION

Property Address(es): n/a

Tax Identification Number(s): 258640000, 258755000

Major Street / Intersection Nearest Property Access Point: NW Pacific Highway

Property Description (type of land use): Vacant Land - Currently on the market

Section: 33 Township: 5N Range: 1E

EXISTING CONDITIONS

Number of Parcels: 2

Addition:

Total Project Acres: 5.48

Zoning Classification(s): LDR 7.5 (Low Density Residential)

Existing Structures/Facilities (No. / Type): n/a

Current use: Vacant Land

Watershed Name: Bolen Creek

Waterfront Access and type: Fish Bearing Stream

Body of Water: Creek

Shoreline (lineal ft.):

Historical / Cultural Features: Moderate - High Archaeological Probability

Owner Tidelands/Shorelands:

Active Agriculture; Currently leased for agriculture

Threatened / Endangered species present:

Utilities on property (list all known): n/a

Potable water available on site: Well; Water Service; Is there a water right?

Conservation Futures Program – Department of Environmental Service
1300 Franklin St., PO Box 9810, Vancouver, WA 98666-9810 (360) 397-2121



For other formats, contact the Clark County ADA Office: **Voice** (360) 397-2322; **Relay** 711 or (800) 833-6388; **Fax** (360) 397-6165; **E-mail** ADA@clark.wa.gov.

SITE DESCRIPTION (Discuss physical characteristics of proposed acquisition):

Please see attached supplemental grant application document.

PROPOSED DEVELOPMENT IMPROVEMENTS:

Please see attached supplemental grant application document.

PROPOSED USES ON SITE:

Please see attached supplemental grant application document.

PROJECT PARTNERS:

For purchase, list names:

For use of site, list names:

Residents, wildlife, cross country team and future races.

TYPE OF INTEREST:

Warranty Deed: x Easement:

Other (please describe): The City would consider either option with a preference for a warranty deed.

Project requires relocation of residents: Yes No

PROJECT COST: \$154,000 (Estimate)

Estimated Total Cost: Acquisition, survey and appraisal \$154,000.00

Estimate Based on: Market price

Will other agencies/groups contribute to project? Yes No

Name of Contributor: City of La Center

Amount of Contribution: Please see attached supplemental grant application document.

Total Estimated Request from Conservation Futures: \$139,000.00

Attach separate sheet with all anticipated:

Revenues for project, including donations, in-kind services, grants, partnerships, and other contributions

Expenses for project, including permits, fees, staff time,

PROJECT MAINTENANCE PLAN (brief summary of maintenance approach):

The City will maintain this area with current staff. Any future plantings will be indigenous.





Clark County Conservation Futures Grant

The City of La Center proposes to purchase all or a portion of the 5.48 acres of land along Bolen Creek. This is a fish bearing stream and is a watershed to the East Fork Lewis River. Currently all of the property along Bolen Creek is privately owned. The City has identified the Bolen Creek corridor as an ideal place for a future trail and conservation corridor. According to Clark County GIS the proposed properties are heavily encumbered by critical areas such as the riparian habitat with the high possibility of archeological artifacts and slopes. The City may seek to divide a small section of land along Pacific Highway for a future single family residential home if necessary, as part of the acquisition process. This negotiation could reduce the purchase price while preserving the entire riparian habitat area.

Expense

Clark County Property Value - \$146,483.00

Current Listing Price - \$145,000.00

Purchase Price – To be negotiated based upon final appraisal.

Appraisal - \$4,000.00

Survey - \$5,000.00

Estimated Total Costs for Acquisition - \$154,000.00

Estimated Costs for Design & Construction - \$130,000.00

Revenue Sources

Park Impact Fee for Acquisition - \$15,000.00

Park Impact Fee for Construction - \$15,000.00

Real Estate Excise Tax - \$84,000.00

In-kind

Engineering Review - \$26,000.00

Administration - \$5,000.00

Total City Costs - \$145,000.00

Total Grant Request - \$139,000.00

Supplemental Grant Application Information

Site Description - The property borders Bolen creek which is classified as a fish bearing stream. The property is heavily forested with varying slopes.

Proposed Development Improvements - The City has identified this corridor as part of our long term plans for open space protection and for a recreational trail linking the east and west ends of the city.

Proposed Uses on Site - The property contains a fish bearing stream and riparian habitat connecting the north end of the city to the East Fork of the Lewis River. Currently, the land is zoned LDR 7.5 and is vacant. Even though there is some limited development potential, there are consistent inquiries about development. The City has identified this as a priority for preservation and a future trail.

Amount of Contribution – The City proposes to use \$15,000.00 in park impact fees for the acquisition of property. In addition, the City proposes to contribute approximately \$130,000.00 using a combination of park impact fees, real estate excise tax, grants and in-kind donations.



South Side of the Property



Southwest Side of the Property

APPENDIX A INTERLOCAL AGREEMENT

I PURPOSE

This agreement sets forth the terms and conditions by which Clark County, Washington, hereafter referred to as County, shall provide funds from its Conservation Futures Account, pursuant to RCW 84.34.210 and Chapter 3.24 of the Clark County Code, to the City of La Center, hereinafter identified as City, for the purpose of acquiring fee simple or lesser interest in open space, farm land, or timber land, as such are defined in RCW 84.34.020.

II AUTHORITY

This interlocal agreement by and between Clark County, Washington, and the City of La Center is authorized by Chapter 39.34 of the Revised Code of Washington.

III PROJECT DESCRIPTION

The City's application to County is part of this contract. The application is the City's notification of its intent to implement and manage this project in conformance with local and state goals and objectives. The project to be assisted is summarized from the City's application as follows:

- A. Acquire approximately 5.48 acres of land to protect, scenic, recreation and environmental values adjacent to Bolen Creek, a fish-bearing tributary of the East Fork Lewis River.
- B. Acquisition facilitates establishment of a trail corridor that would connect northern portions of the city to the East Fork Lewis River.

IV FUNDING OF PROJECT

City estimates the total cost of the property to be acquired under terms of this agreement is \$154,000. City requests that County pay \$139,000, or 90 percent of the total estimated project cost.

County recognizes, however, that this estimate, while made in good faith, may or may not represent fair market value as determined by standard professional appraisal procedures.

County agrees to pay \$139,000 or 90 percent of the total estimated project cost, or the same percentage amount of fair market value, whichever is less.

- A. Fair market value shall be determined utilizing professional appraisal procedures as set forth in subsections 1 through 5, below:
 1. Fair Market Value is established through professional appraisals.
 2. Appraisals are completed and approved by a real estate appraiser licensed in the state of Washington pursuant to 18.140 RCW.
 3. Review appraisals, when required by state or federal regulations or grant funding sources, or when determined advisable by County, shall be completed by a Member of the American Institute of Real Estate Appraisers (MAI) licensed in the state of Washington.
 4. Appraisal Reports and Reviews for acquisitions involving federal funding must be in compliance with the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA).
 5. For all other funding programs, appraisals meeting the current Uniform Standards of Professional Appraisal Practice (USPAP) publication are acceptable with the following exceptions:
 - a. Extraordinary Assumptions and Hypothetical Conditions must be clearly listed and justified in the appraisal report.
 - b. Appraisals must consider existing encumbrances.
 - c. The restricted format for reporting appraisals is not acceptable.
 - d. Appraisers must provide a specific point value rather than a value range.
 - e. Property owners are given an opportunity to accompany each appraiser during inspection of the property.

- B. City Completes Due Diligence Investigations:
 1. City orders and reviews a preliminary title report. City submits title report to County for review with the County Prosecuting Attorney.
 2. If no prior survey exists, City shall have a boundary survey of the property completed and a legal description of the property prepared.
 3. City shall prepare all required maps and exhibits, such as the Land and Water Conservation Fund 6(f)(3) map, for acquisitions involving federal funding based on the legal description of any easements or other encumbrances that may restrict use of the property.
 4. Acquisitions that may receive grant funding will meet all requirements of the anticipated funding sources.
 5. City shall invite County to participate in a site inspection, or series of site inspections, to determine that the property is suitable for the intended purpose.
 - a. Zoning is appropriate for the intended use.

- b. Necessary land use permits for the intended use are identified/verified.
 - c. Structures meet current building code requirements.
 - d. An Americans with Disabilities Act (ADA) and/or Outdoor Accessibility (USDOJ) assessment is completed.
- 6. City requires a hazardous materials questionnaire to be completed by the property owner:
 - a. If deemed advisable by City or County, City shall cause a Phase I Environmental Site Assessment to be completed.
 - b. The format and content of Phase I ESA reports must be in general accordance with the American Society for Testing of Materials (ASTM) Standard Practice for Environmental Site Assessments including: Site Assessment Process E-1527-05 and the United States Environmental Protection Agency's (USEPA) standards for All Appropriate Inquiries (AAI) at 40 Code of Federal Regulations (CFR) Part 312.
- C. The cost of the appraisal, other due diligence studies and related administrative costs incurred by City may be reimbursed by County as components of the \$139,000, or 90% of total costs requested by City. Unless specifically authorized via a written amendment to this agreement, however, County funding contributions to this acquisition project including land costs and said incidental costs shall not exceed this limit.
- D. In the event fair market value exceeds the City's estimated project cost, the Board of County Councilors, at its discretion, may increase the approved funding allocation to cover fair market value of the property to be acquired. A written request to this effect should be submitted by City to the County Conservation Futures Program Manager, acting as program staff for the Board of Councilors. The request shall include a copy of the appraisal report and appraisal review. County program manager shall notify City of the Board's decision within 45 days of the receipt of the request, or as soon thereafter as is practicable, and a written amendment to this agreement shall be executed by the parties.

V LAND ACQUISITION COSTS EXCEEDING FAIR MARKET VALUE

County considers a reviewed and approved appraisal to be an acceptable estimate of property value. The negotiation between a willing seller and a willing buyer may set a price that is higher than the appraisal, and this marketplace value may be considered along with the appraised value in establishing the reasonable limits of assistance.

If City believes that the negotiation price is a better indication of market value yet it is higher than the appraised value, a detailed and well-documented statement of this difference must be submitted, together with a formal request for a cost increase. This

statement must explain why the appraisal did not reflect the true value and what steps City took to establish the true value through acceptable appraisal technique.

VI STATEMENT OF DIFFERENCE IN VALUE

If the property is to be purchased for less than the approved fair market value, City must submit a letter to County signed by seller acknowledging that the seller was aware of the approved fair market value and that the seller's decision to sell at less than fair market value was made of his/her own free will.

VII REAL PROPERTY ACQUISITION PROCEDURES

City may designate City staff or a third party as the "Acquisition Specialist" that will assist with the acquisition of the subject property. A list of this individual's qualifications and credentials relating to real property acquisition shall be provided to the Conservation Futures Program Manager to assure the designated acquisition specialist is qualified to participate.

VIII CONTINGENCIES

The duty of County to pay out funds under this contract depends on:

- A. Strict compliance by City with the terms of this contract, and;
- B. Available funds in County's Conservation Futures Account.

IX ACQUISITION PERIOD

City shall have two years from notification of funding approval by the Board of County Councilors to complete the project. The term of this project shall run from _____ to _____

The Board of County Councilors may extend the acquisition period at its discretion. To secure an extension, City shall send written notice to the Conservation Futures Program Manager, acting as program staff for the Board of Councilors, at least thirty days prior to the end of the acquisition period. The notice shall state the need for an extension and explain the reasons for the request. The program manager shall notify City of the Board's decision within thirty days of receipt of the request, or as soon thereafter as is practicable.

Any project that has not been completed within the acquisition period, and for which no extension has been granted, shall be considered withdrawn and allocated funds shall become available for other projects.

City agrees to notify the Conservation Futures Program Manager of any circumstances or events during the acquisition period (such as an owner indicating he is no longer a willing seller) which will cause the termination of efforts to acquire the subject property.

City, on forms provided, will advise Clark County at least once every six months of their acquisition progress.

City shall obtain, and submit for review by County, a title insurance policy for the acquired land. County shall review all easements, restrictions, and other encumbrances that appear in the policy to assure that they do not impact, to an excessively negative degree, the Conservation Futures purposes for which the land is to be acquired. Clark County will not release funds for land purchases until this requirement is met.

X DURATION OF INTERLOCAL AGREEMENT

This agreement shall remain in effect in perpetuity, except as otherwise provided for in the "Acquisition Period" section of this agreement.

XI RELATIONSHIP OF PARTIES

The Clark County Board of Councilors imposed the Conservation Futures levy to provide a reliable and predictable funding source to help acquire interest in open space, farm land, timber land, and certain classifications of park property. This project, however, is sponsored by the City of La Center and not Clark County. The purpose of this agreement is to provide City monetary assistance, which will enable it to complete the project described herein. In return for monetary assistance, County requires that a Deed of Right to the County, as shown in Appendix B, be recorded by City at closing of the acquisition to ensure that the acquired land is managed consistent with the purposes articulated in this agreement. County will not acquire any ownership interest in the subject property by virtue of this agreement, nor will County assume any responsibility for improving or managing the property.

City shall be responsible for the management of this project within the terms and conditions of this agreement. Furthermore, Clark County shall not become party to any contract between the Contracting Party and others by reason of having entered into this agreement.

XII OTHER ORGANIZATIONS

No separate legal or administrative entity shall be created by this agreement.

XIII PERFORMANCE

City agrees to manage the subject property in a manner consistent with the legislative declarations and objectives set forth in RCW 84.34.010-020 and RCW 84.34.200-250 and in Chapter 3.24 of the Clark County Code. Moreover, City recognizes that boards of county councilors are the only legislative authority empowered to impose the Conservation Futures levy and that the Board of Clark County Councilors, having done so, has the responsibility to assure proper use and administration of the Conservation Futures Fund and has a corresponding interest in the management of all properties acquired with the fund. Therefore City shall operate and maintain the subject property as follows:

- A. The property and any improvements to the property shall be kept safe and clean.
- B. City shall make reasonable effort to control nonconforming uses, such as hunting in wildlife preserves and sanctuaries.
- C. Sanitation and sanitary facilities shall be maintained in accordance with applicable state and local public health standards.
- D. City shall submit to the Conservation Futures Program Manager any plans for improving the subject property to assure statutory compliance and consistency with the Conservation Futures Project Application attached as Appendix _____. This does not apply to routine maintenance. Improvements that may be allowed under terms of the statute, the plans for which, in any event, should be submitted to the program manager, include but are not limited to picnic tables, viewpoints, rest areas, docks, benches, boat launches, restrooms, and parking lots. Work shall not commence without written approval from the Conservation Futures Program Manager. Though County shall be given the opportunity to review plans for improvements, this should not be construed to mean that County shall participate in the funding of improvements.
- E. City shall submit to the Conservation Futures Program Manager any proposals for lease-back agreements, as provided in RCW 84.34.210 easements, rights-of-way, or other conditions or restrictions which limit the use of or alter the character of the subject property. Any such proposal shall be reviewed for statutory compliance and consistency with proposed plans and uses as stated in City's project application at the time of funding approval. City shall not conclude any such agreement without written consent of the Conservation Futures Program Manager.
- F. The property shall be kept open for public use at reasonable hours and times of year. County recognizes, however, that appropriate hours may vary considerably depending on the type of interest that has been acquired, and

the existence of leaseback or other agreements that might properly limit public access.

- G. The property shall be open for the use of all segments of the public without restriction because of the race creed, color, sex, religion, national origin or residence of the user.
- H. Roads, trails, tables, benches, and other improvements shall be kept in reasonable repair throughout their estimated lifetime, as to prevent undue deterioration that would discourage public use.
- I. City should operate and maintain the facility in accordance with all applicable federal, state, and local laws and regulations.

XIV USER FEES AND CHARGES

User or other types of fees may be charged in connection with areas that are the subject matter of this contract, provided that the fees and charges are commensurate with the value of recreation services or opportunities furnished and are within the prevailing range of public fees and charges within the state for the particular activity involved.

XV CONVERSION

City for and in consideration of monies coming in whole or in part from Clark County's Conservation Futures Fund, shall record a Deed of Right to County upon closing, and dedicate the property to be acquired under terms of this agreement in perpetuity for the public's use and enjoyment and to promote the purposes of Conservation Futures.

The City will not make or permit to be made any use of the real property described in this agreement, or any part of it, which is inconsistent with those chapters of the Clark County Code and Revised Code of Washington that govern the use of Conservation Futures funds, or any use which is inconsistent with the purposes and improvements as described in City's project application at the time of funding approval, unless the Board of Clark County Councilors consents to the inconsistent use. County shall approve any such conversion only upon conditions where City can assure it will acquire substitute properties which are of equal or greater value at the time of conversion, which, to the extent feasible, are equivalent in usefulness and location, and which also meet the goals and objectives of the Conservation Futures Program.

XVI REMEDIES

In the event the City fails to comply with any or all of its obligations under this agreement, County stipulates that specific performance shall be the remedy preferred

by County.

The remedy of specific performance shall not be the sole remedy and does not serve to exclude any and all other remedies available to County. County may choose to exercise any and all other remedies available, together with, or as an alternative to, specific performance, at the option of County.

XVII REPORTS AND INSPECTIONS

City, in cooperation with the Conservation Futures Program Manager, shall prepare a final report upon completion of this project or its early termination for presentation to the Board of Clark County Councilors. The report shall include a final accounting of all expenditures and a description of the work accomplished. If the project is terminated early, the report shall provide a full explanation of the reasons for not completing the project. City also agrees to provide interim status reports to the Conservation Futures Program Manager every six months during the acquisition period.

Property and improvements acquired under terms of this agreement shall be available for inspection by the Conservation Futures Program Manager, or his designee, upon request. As a matter routine, Clark County shall conduct an on-site inspection approximately once a year to assure that the property is being operated, maintained, and used in accordance with this Contract.

XVIII ASSIGNMENT

This agreement shall not be assignable in whole or in part by the City except with the express written consent of the Board of Clark County Councilors.

XIX HOLD HARMLESS

City agrees to defend and hold harmless Clark County, Washington, the Board of Clark County Councilors and any employees thereof from any and all suits at law or equity or claims or demands, or any loss of any nature, including but not limited to costs and attorneys' fees, suffered, or alleged to be suffered, on the premises, or arising out of use, improvements, operation, or management of the subject property.

XX NOTICES

Any notices, requests, consents, approvals, and other communications shall be in writing and shall be deemed to have been sufficiently given for all purposes when delivered or mailed by first class postage or certified mail, postage prepaid, addressed as follows:

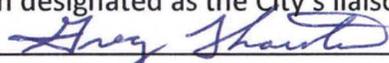
A. Notice to Clark County

TO: Conservation Futures Program Manager
Clark County Public Works Department
Parks and Lands Division
4700 NE 78th Street
Vancouver, Washington 98665

B. Notice to La Center

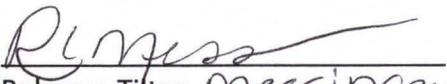
TO: Naomi Hansen
Permit Specialist
La Center Public Works
305 NW Pacific Highway
La Center, WA 98629

Naomi Hansen serves in the capacity of Permit Specialist for the City of La Center and has been designated as the City's liaison officer for the purposes of this agreement.

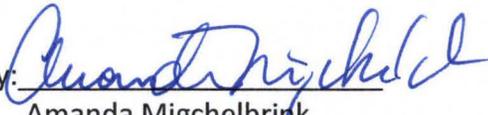
Attest: 
Greg Thornton, Mayor

ADOPTED this 27th day of Feb., 2018.

ATTEST:


Rebecca ~~Tilton~~ messinger
Clerk to the Board

APPROVED AS TO FORM, ONLY
Anthony F. Golik
Prosecuting Attorney

By: 
Amanda Migchelbrink
Deputy Civil Prosecutor



BOARD OF COUNTY COUNCILORS
FOR CLARK COUNTY, WASHINGTON

By: 
Marc Boldt, Chair

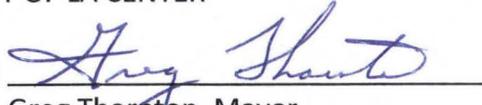
By: _____
Jeanne Steward, Councilor

By: _____
Julie Olson, Councilor

By: _____
John Blom, Councilor

By: _____
Eileen Quiring, Councilor

CITY OF LA CENTER

By: 
Greg Thornton, Mayor

ATTEST: 
Finance Director / City Clerk

APPROVED AS TO FORM, ONLY:


Daniel Kearns, City Attorney

DEED OF RIGHT

For Public Use of Land Acquired Under the Clark County Conservation Futures Program

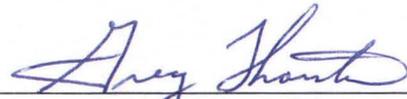
The City of La Center, for and in consideration of monies coming in whole or in part from the Conservation Futures Account, as established by Chapter 3.24 of the Clark County Code, and in fulfillment of terms contained in the Interlocal Agreement identified below, conveys and grants to Clark County, Washington, individually and as the representative of all the people of Clark County, the right to use the real property described below forever for those purposes described in the Interlocal Agreement signed by the City of La Center on the 27th day of DECEMBER and by Clark County on the 27th day of Feb., 2018, and which is entitled Bolen Creek Habitat/Trail Corridor.

The City of La Center will not make or permit to be made any use of the real property described in its deed, or any part of it, which is inconsistent with those chapters of the Clark County Code and Revised Code of Washington that govern the use of Conservation Futures Funds, or any use which is inconsistent with the purposes and improvements as described in the City's project application at the time of funding approval, unless the Board of Clark County Councilors consents to the inconsistent use. Clark County shall approve any such conversion only upon conditions where the City of La Center can assure it will acquire substitute properties which are of equal or greater value at the time of conversion, which, to the extent feasible, are equivalent in usefulness and location, and which also meet the goals and objectives of the Conservation Futures Program.

The real property covered by this deed is described in Exhibit A attached hereto and is incorporated by this reference.

This deed shall in no way modify or extinguish the functions of the signatory parties under the terms and conditions set forth in the aforementioned interlocal Agreement.

Dated this 27th day of DECEMBER, 2017.

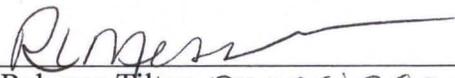


Greg Thornton, Mayor
City of La Center

Approved as to Form, Only
Anthony F. Golik
Prosecuting Attorney

BY 

Amanda Migchelbrink
Deputy Civil Prosecutor

Attest: 
Rebecca Tilton
Clerk to the Board

CITY OF LA CENTER
BOLEN CREEK HABITAT/TRAIL CORRIDOR
APPLICATION FOR
CONSERVATION FUTURES FUNDING - 2017



proud past. promising future

CLARK COUNTY
WASHINGTON

Conservation Futures Project Application / Summary

FUNDING CYCLE 2017

SUBMITTAL DATE: 02/15/2017

PROJECT NAME: Bolen Creek Habitat Acquisition

SPONSOR INFORMATION

Organization Name: City of La Center

Agency Address: 305 NW Pacific Highway, La Center, WA 98629

Agency Jurisdiction: LaCenter

Contact Name: Mayor, Greg Thornton

Contact Phone: (360) 263-7665

Contact E-Mail Address: gthornton@ci.lacenter.wa.us

PROJECT LOCATION

Property Address(es): n/a

Tax Identification Number(s): 258640000, 258755000

Major Street / Intersection Nearest Property Access Point: NW Pacific Highway

Property Description (type of land use): Vacant Land - Currently on the market

Section: 33 Township: 5N Range: 1E

EXISTING CONDITIONS

Number of Parcels: 2

Addition: Total Project Acres: 5.48

Zoning Classification(s): LDR 7.5 (Low Density Residential)

Existing Structures/Facilities (No. / Type): n/a

Current use: Vacant Land

Watershed Name: Bolen Creek

Waterfront Access and type: Fish Bearing Stream

Body of Water: Creek

Shoreline (lineal ft.):

Historical / Cultural Features: Moderate - High Archaeological Probability

Owner Tidelands/Shorelands:

Active Agriculture; Currently leased for agriculture

Threatened / Endangered species present:

Utilities on property (list all known): n/a

Potable water available on site: Well; Water Service; Is there a water right?

Conservation Futures Program – Department of Environmental Service
1300 Franklin St., PO Box 9810, Vancouver, WA 98666-9810 (360) 397-2121



For other formats, contact the Clark County ADA Office: Voice (360) 397-2322; Relay 711 or (800) 833-6388; Fax (360) 397-6165; E-mail ADA@clark.wa.gov.

SITE DESCRIPTION (Discuss physical characteristics of proposed acquisition):

Please see attached supplemental grant application document.

PROPOSED DEVELOPMENT IMPROVEMENTS:

Please see attached supplemental grant application document.

PROPOSED USES ON SITE:

Please see attached supplemental grant application document.

PROJECT PARTNERS:

For purchase, list names:

For use of site, list names:

Residents, wildlife, cross country team and future races.

TYPE OF INTEREST:

Warranty Deed: x Easement:

Other (please describe): The City would consider either option with a preference for a warranty deed.

Project requires relocation of residents: Yes No

PROJECT COST: \$154,000 (Estimate)

Estimated Total Cost: Acquisition, survey and appraisal \$154,000.00

Estimate Based on: Market price

Will other agencies/groups contribute to project? Yes No

Name of Contributor: City of La Center

Amount of Contribution: Please see attached supplemental grant application document.

Total Estimated Request from Conservation Futures: \$139,000.00

Attach separate sheet with all anticipated:

- Revenues for project, including donations, in-kind services, grants, partnerships, and other contributions
- Expenses for project, including permits, fees, staff time,

PROJECT MAINTENANCE PLAN (brief summary of maintenance approach):

The City will maintain this area with current staff. Any future plantings will be indigenous.





Clark County Conservation Futures Grant

The City of La Center proposes to purchase all or a portion of the 5.48 acres of land along Bolen Creek. This is a fish bearing stream and is a watershed to the East Fork Lewis River. Currently all of the property along Bolen Creek is privately owned. The City has identified the Bolen Creek corridor as an ideal place for a future trail and conservation corridor. According to Clark County GIS the proposed properties are heavily encumbered by critical areas such as the riparian habitat with the high possibility of archeological artifacts and slopes. The City may seek to divide a small section of land along Pacific Highway for a future single family residential home if necessary, as part of the acquisition process. This negotiation could reduce the purchase price while preserving the entire riparian habitat area.

Expense

Clark County Property Value - \$146,483.00

Current Listing Price - \$145,000.00

Purchase Price – To be negotiated based upon final appraisal.

Appraisal - \$4,000.00

Survey - \$5,000.00

Estimated Total Costs for Acquisition - \$154,000.00

Estimated Costs for Design & Construction - \$130,000.00

Revenue Sources

Park Impact Fee for Acquisition - \$15,000.00

Park Impact Fee for Construction - \$15,000.00

Real Estate Excise Tax - \$84,000.00

In-kind

Engineering Review - \$26,000.00

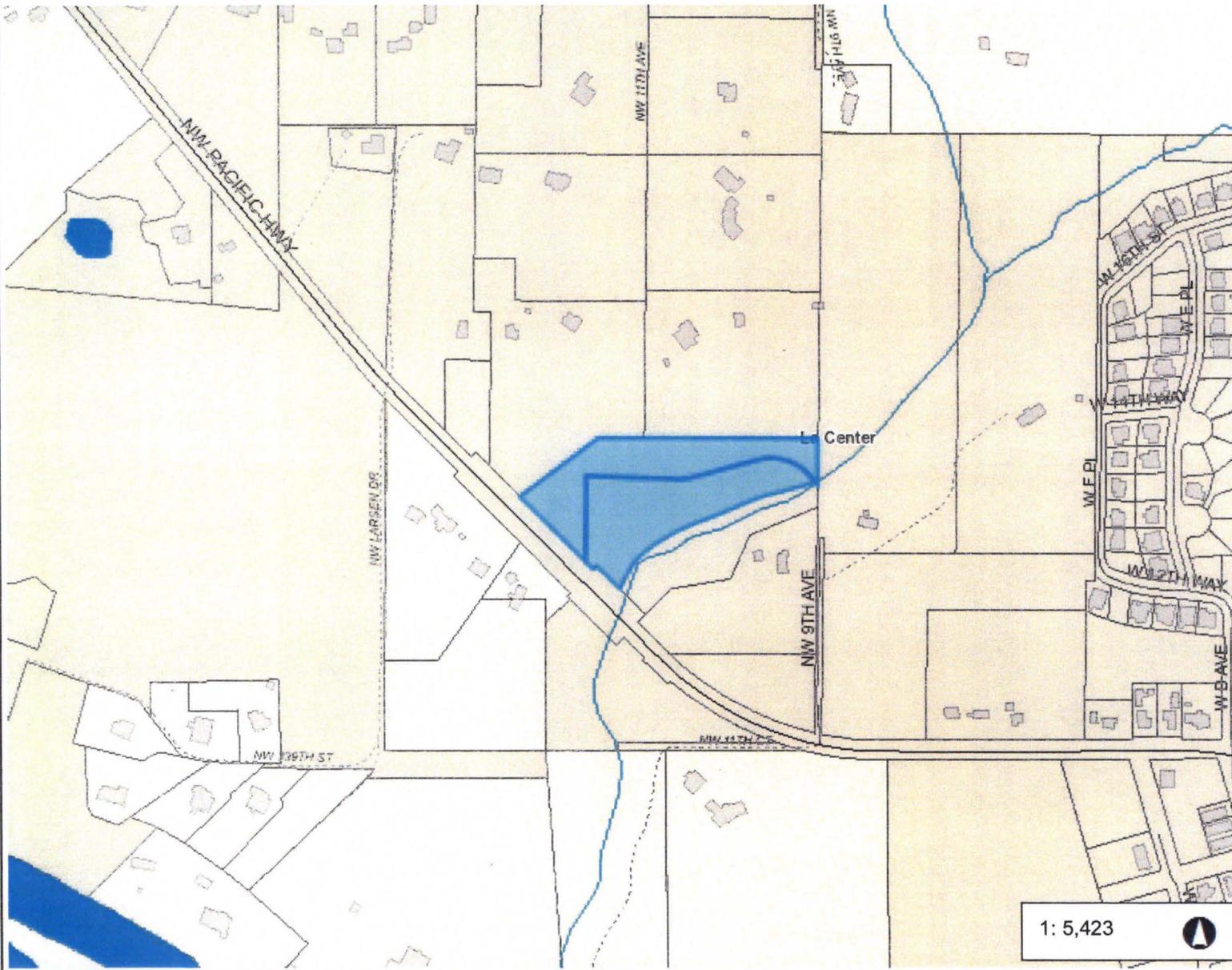
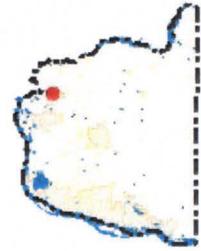
Administration - \$5,000.00

Total City Costs - \$145,000.00

Total Grant Request - \$139,000.00



Bolen Creek Trail



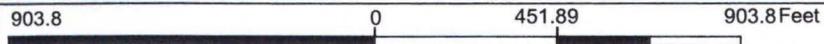
Legend

- Building Footprints
- Taxlots
- Cities Boundaries
- Urban Growth Boundaries

Notes:

Conservation Futures Grant

1: 5,423



WGS_1984_Web_Mercator_Auxiliary_Sphere
Clark County, WA. GIS - <http://gis.clark.wa.gov>

This map was generated by Clark County's "MapsOnline" website. Clark County does not warrant the accuracy, reliability or timeliness of any information on this map, and shall not be held liable for losses caused by using this information.



South Side of the Property



Southwest Side of the Property

COLUMBIA LAND TRUST
YACOLT BURN FOREST - PHASE I
AGREEMENT FOR
CONSERVATION FUTURES FUNDING

APPENDIX A
AGREEMENT BETWEEN CLARK COUNTY AND COLUMBIA LAND TRUST
Yacolt Burn Forest – Phase 1

I PURPOSE

This agreement sets forth the terms and conditions by which Clark County, Washington, hereafter referred to as County, shall provide funds from its Conservation Futures Account, pursuant to RCW 84.34.210 and Chapter 3.24 of the Clark County Code, to the Columbia Land Trust hereinafter identified as Land Trust, for the purpose of acquiring fee simple or lesser interest in open space, farm land, or timber land, as such are defined in RCW 84.34.020.

II AUTHORITY

This agreement by and between Clark County, Washington, and the Columbia Land Trust is authorized by Chapter 84.34 of the Revised Code of Washington.

III PROJECT DESCRIPTION

The Land Trust's application to County is part of this contract. The application is the Land Trust's notification of its intent to implement and manage this project in conformance with local and state goals and objectives. The project is to be undertaken by the Land Trust, with funding assistance provided by Clark County, is summarized from the Land Trust's application as follows:

- A. Land Trust will acquire a conservation easement on approximately 8,445 acres of land to protect its use for long term timber production.
- B. Acquisition facilitates opening of public access to said lands for recreational, environmental and educational pursuits.

IV FUNDING OF PROJECT

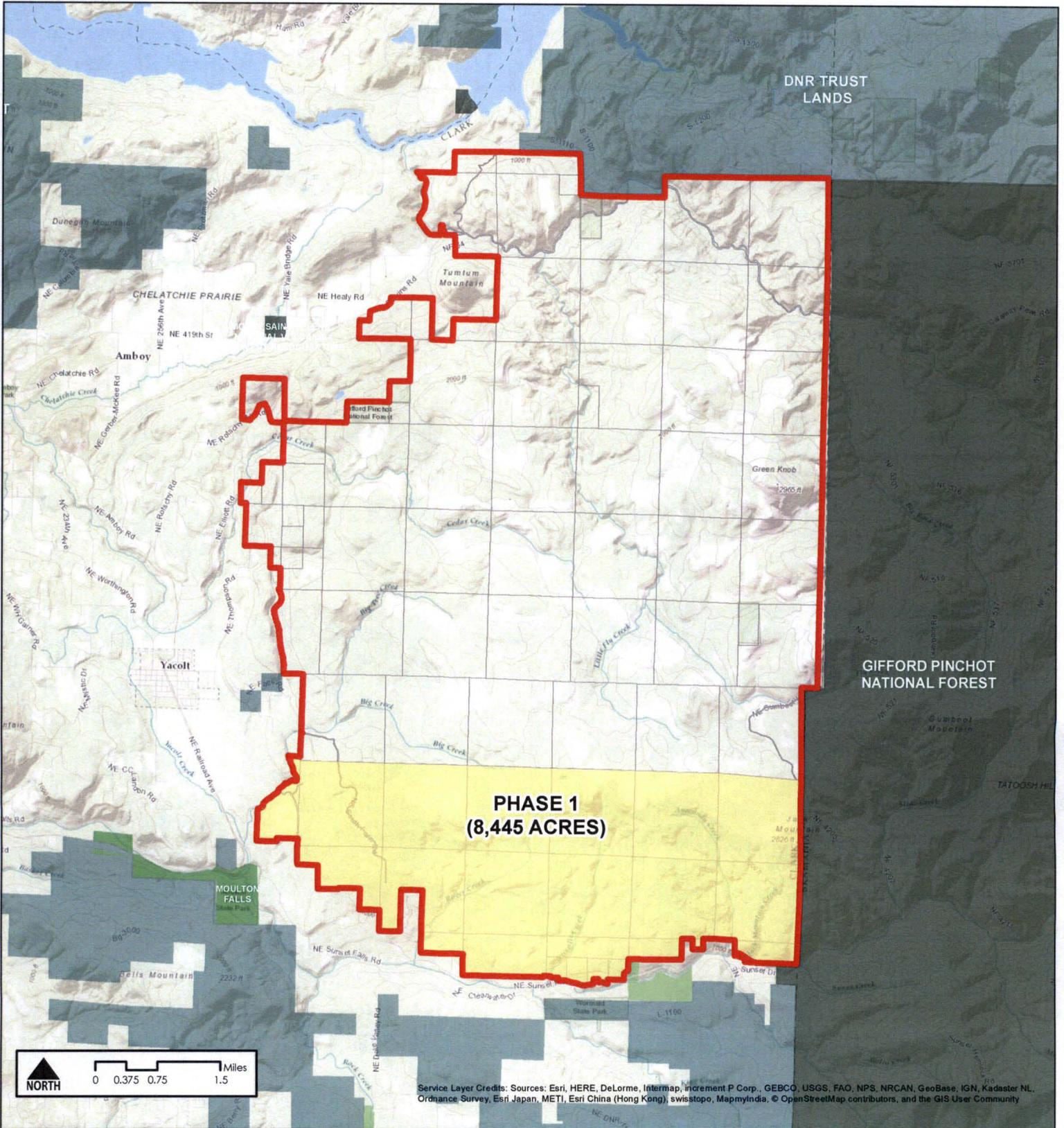
Land Trust estimates the total cost of the property to be acquired under terms of this agreement is \$4,332,500. Land Trust requests that County pay \$1,083,125, or 25 percent of the total estimated project cost.

County recognizes, however, that this estimate, while made in good faith, may or may not represent fair market value as determined by standard professional appraisal procedures.

County agrees to pay \$1,083,125 or 25 percent of the total estimated project cost, whichever is less.

- A. Fair market value shall be determined utilizing professional appraisal procedures as set forth in subsections 1 through 5, below:
 1. Fair Market Value is established through professional appraisals.
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 3. Review appraisals, when required by state or federal regulations or grant funding sources, or when determined advisable by County, shall be completed by a Member of the American Institute of Real Estate Appraisers (MAI) licensed in the state of Washington.
 4. Appraisal Reports and Reviews for acquisitions involving federal funding must be in compliance with the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA).
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 - a. Extraordinary Assumptions and Hypothetical Conditions must be clearly listed and justified in the appraisal report.
 - b. Appraisals must consider existing encumbrances.
 - c. The restricted format for reporting appraisals is not acceptable.
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 - e. Property owners are given an opportunity to accompany each appraiser during inspection of the property.

- B. Land Trust Completes Due Diligence Investigations:
 1. Land Trust orders and reviews a preliminary title report. Land Trust submits title report to County for review with the County Prosecuting Attorney.
 2. If no prior survey exists, Land Trust shall have a boundary survey of the property completed and a legal description of the property prepared.
 3. Land Trust shall prepare all required maps and exhibits, such as the Land and Water Conservation Fund 6(f)(3) map, for acquisitions involving federal funding based on the legal description of any easements or other encumbrances that may restrict use of the property.
 4. Acquisitions that may receive grant funding will meet all requirements of the anticipated funding sources.
 5. Land Trust shall invite County to participate in a site inspection, or series of site inspections, to determine that the property is suitable for the intended purpose.
 - a. Zoning is appropriate for the intended use.



- Project Area
- Highways
- Local Roads
- ~ Rivers
- Public Lands**
- State Government
- Local Government
- Other
- Federal Government



APPENDIX A
AGREEMENT BETWEEN CLARK COUNTY AND COLUMBIA LAND TRUST
Yacolt Burn Forest – Phase 1

I PURPOSE

This agreement sets forth the terms and conditions by which Clark County, Washington, hereafter referred to as County, shall provide funds from its Conservation Futures Account, pursuant to RCW 84.34.210 and Chapter 3.24 of the Clark County Code, to the Columbia Land Trust hereinafter identified as Land Trust, for the purpose of acquiring fee simple or lesser interest in open space, farm land, or timber land, as such are defined in RCW 84.34.020.

II AUTHORITY

This agreement by and between Clark County, Washington, and the Columbia Land Trust is authorized by Chapter 84.34 of the Revised Code of Washington.

III PROJECT DESCRIPTION

The Land Trust's application to County is part of this contract. The application is the Land Trust's notification of its intent to implement and manage this project in conformance with local and state goals and objectives. The project is to be undertaken by the Land Trust, with funding assistance provided by Clark County, is summarized from the Land Trust's application as follows:

- A. Land Trust will acquire a conservation easement on approximately 8,445 acres of land to protect its use for long term timber production.
- B. Acquisition facilitates opening of public access to said lands for recreational, environmental and educational pursuits.

IV FUNDING OF PROJECT

Land Trust estimates the total cost of the property to be acquired under terms of this agreement is \$4,332,500. Land Trust requests that County pay \$1,083,125, or 25 percent of the total estimated project cost.

County recognizes, however, that this estimate, while made in good faith, may or may not represent fair market value as determined by standard professional appraisal procedures.

County agrees to pay \$1,083,125 or 25 percent of the total estimated project cost, whichever is less.

- A. Fair market value shall be determined utilizing professional appraisal procedures as set forth in subsections 1 through 5, below:
 - 1. Fair Market Value is established through professional appraisals.
 - 2. Appraisals are completed and approved by a real estate appraiser licensed in the state of Washington pursuant to 18.140 RCW.
 - 3. Review appraisals, when required by state or federal regulations or grant funding sources, or when determined advisable by County, shall be completed by a Member of the American Institute of Real Estate Appraisers (MAI) licensed in the state of Washington.
 - 4. Appraisal Reports and Reviews for acquisitions involving federal funding must be in compliance with the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA).
 - 5. For all other funding programs, appraisals meeting the current Uniform Standards of Professional Appraisal Practice (USPAP) publication are acceptable with the following exceptions:
 - a. Extraordinary Assumptions and Hypothetical Conditions must be clearly listed and justified in the appraisal report.
 - b. Appraisals must consider existing encumbrances.
 - c. The restricted format for reporting appraisals is not acceptable.
 - d. Appraisers must provide a specific point value rather than a value range.
 - e. Property owners are given an opportunity to accompany each appraiser during inspection of the property.

- B. Land Trust Completes Due Diligence Investigations:
 - 1. Land Trust orders and reviews a preliminary title report. Land Trust submits title report to County for review with the County Prosecuting Attorney.
 - 2. If no prior survey exists, Land Trust shall have a boundary survey of the property completed and a legal description of the property prepared.
 - 3. Land Trust shall prepare all required maps and exhibits, such as the Land and Water Conservation Fund 6(f)(3) map, for acquisitions involving federal funding based on the legal description of any easements or other encumbrances that may restrict use of the property.
 - 4. Acquisitions that may receive grant funding will meet all requirements of the anticipated funding sources.
 - 5. Land Trust shall invite County to participate in a site inspection, or series of site inspections, to determine that the property is suitable for the intended purpose.
 - a. Zoning is appropriate for the intended use.

- b. Necessary land use permits for the intended use are identified/verified.
 - c. Structures meet current building code requirements.
 - d. An Americans with Disabilities Act (ADA) and/or Outdoor Accessibility (USDOJ) assessment is completed.
6. Land Trust requires a hazardous materials questionnaire to be completed by the property owner:
- a. If deemed advisable by Land Trust or County, Land Trust shall cause a Phase I Environmental Site Assessment to be completed.
 - b. The format and content of Phase I ESA reports must be in general accordance with the American Society for Testing of Materials (ASTM) Standard Practice for Environmental Site Assessments including: Site Assessment Process E-1527-05 and the United States Environmental Protection Agency's (USEPA) standards for All Appropriate Inquiries (AAI) at 40 Code of Federal Regulations (CFR) Part 312.
- C. The cost of the appraisal, other due diligence studies and related administrative costs incurred by Land Trust may be reimbursed by County as components of the \$1,083,125, or 25% of total costs, whichever is less, requested by Land Trust, unless specifically authorized via a written amendment to this agreement. However, County funding contributions to this acquisition project including land costs and said incidental costs shall not exceed this limit.
- D. In the event fair market value exceeds the Land Trust's estimated project cost, the Board of County Councilors, at its discretion, may increase the approved funding allocation to cover fair market value of the property to be acquired. A written request to this effect should be submitted by Land Trust to the County Conservation Futures Program Manager, acting as program staff for the Board of Councilors. The request shall include a copy of the appraisal report and appraisal review. County program manager shall notify Land Trust of the Board's decision within 45 days of the receipt of the request, or as soon thereafter as is practicable, and a written amendment to this agreement shall be executed by the parties.

V LAND ACQUISITION COSTS EXCEEDING FAIR MARKET VALUE

County considers an appraisal complying with Section IV A to be an acceptable estimate of property value. The negotiation between a willing seller and a willing buyer may set a price that is higher than the appraisal, and this marketplace value may be considered along with the appraised value in establishing the reasonable limits of assistance.

If Land Trust believes that the negotiation price is a better indication of market value yet it is higher than the appraised value, a detailed and well-documented statement of this

difference must be submitted, together with a formal request for a cost increase. This statement must explain why the appraisal did not reflect the true value and what steps Land Trust took to establish the true value through acceptable appraisal technique.

VI STATEMENT OF DIFFERENCE IN VALUE

If the property is to be purchased for less than the approved fair market value, Land Trust must submit a letter to County signed by seller acknowledging that the seller was aware of the approved fair market value and that the seller's decision to sell at less than fair market value was made of his/her own free will.

VII REAL PROPERTY ACQUISITION PROCEDURES

Land Trust may designate Land Trust staff or a third party as the "Acquisition Specialist" that will assist with the acquisition of the subject property. A list of this individual's qualifications and credentials relating to real property acquisition shall be provided to the Conservation Futures Program Manager to assure the designated acquisition specialist is qualified to participate.

VIII CONTINGENCIES

The duty of County to pay out funds under this contract depends on:

- A. Strict compliance by Land Trust with the terms of this contract, and;
- B. Available funds in County's Conservation Futures Account.

IX ACQUISITION PERIOD

Land Trust shall have two years from the date this Agreement is approved by the Board of County Councilors to complete the project. The term of this project shall run from _____ to _____

The Board of County Councilors may extend the acquisition period at its discretion. To secure an extension, Land Trust shall send written notice to the Conservation Futures Program Manager, acting as program staff for the Board of Councilors, at least thirty days prior to the end of the acquisition period. The notice shall state the need for an extension and explain the reasons for the request. The program manager shall notify Land Trust of the Board's decision within thirty days of receipt of the request, or as soon thereafter as is practicable.

Any project that has not been completed within the acquisition period, and for which no extension has been granted, shall be considered withdrawn and allocated funds shall become available for other projects.

Land Trust agrees to notify the Conservation Futures Program Manager of any circumstances or events during the acquisition period (such as an owner indicating he is no longer a willing seller) which will cause the termination of efforts to acquire the subject property.

Land Trust, on forms provided, will advise Clark County at least once every six months of their acquisition progress.

Land Trust shall obtain, and submit for review by County, a title insurance policy for the acquired land. County shall review all easements, restrictions, and other encumbrances that appear in the policy to assure that they do not impact, to an excessively negative degree, the Conservation Futures purposes for which the land is to be acquired. Clark County will not release funds for land purchases until this requirement is met.

X DURATION OF INTERLOCAL AGREEMENT

This agreement shall remain in effect in perpetuity, except as otherwise provided for in the "Acquisition Period" section of this agreement.

XI RELATIONSHIP OF PARTIES

The Clark County Board of Councilors imposed the Conservation Futures levy to provide a reliable and predictable funding source to help acquire interest in open space, farm land, timber land, and certain classifications of park property. This project, however, is sponsored by the Land Trust of and not Clark County. The purpose of this agreement is to provide Land Trust monetary assistance, which will enable it to complete the project described herein. In return for monetary assistance, County requires that a Deed of Right to the County, as shown in Appendix B, be recorded by Land Trust at closing of the acquisition to ensure that the acquired land is managed consistent with the purposes articulated in this agreement. County will not acquire any ownership interest in the subject property by virtue of this agreement, nor will County assume any responsibility for improving or managing the property.

Land Trust shall be responsible for the management of this project within the terms and conditions of this agreement. Furthermore, Clark County shall not become party to any contract between the Contracting Party and others by reason of having entered into this agreement.

XII OTHER ORGANIZATIONS

No separate legal or administrative entity shall be created by this agreement.

XIII PERFORMANCE

Land Trust agrees to manage the subject property in a manner consistent with the legislative declarations and objectives set forth in RCW 84.34.010-020 and RCW 84.34.200-250 and in Chapter 3.24 of the Clark County Code. Moreover, Land Trust recognizes that boards of county councilors are the only legislative authority empowered to impose the Conservation Futures levy and that the Board of Clark County Councilors, having done so, has the responsibility to assure proper use and administration of the Conservation Futures Fund and has a corresponding interest in the management of all properties acquired with the fund. Therefore, Land Trust shall include the following provisions in the easement:

- A. The property included within the easement boundary, and any improvements to the property shall be kept safe and clean.
- B. Land Trust shall make reasonable effort to control nonconforming uses within the easement boundary, such encroachments from adjacent properties or unauthorized timber harvest.
- C. Sanitation and sanitary facilities within the easement boundary shall be maintained in accordance with applicable state and local public health standards.
- D. Land Trust shall submit to the Conservation Futures Program Manager any plans for improving the property within the easement boundary to assure statutory compliance and consistency with the Conservation Futures Project Application attached as Appendix _____. This does not apply to routine maintenance. Improvements that may be allowed under terms of the statute, the plans for which, in any event, should be submitted to the program manager, may include, but are not limited to, picnic tables, viewpoints, rest areas, benches, restrooms, and parking lots. Work shall not commence until the Conservation Futures Program Manager has provided written approval or until 30 days after prior written notice of work is provided to the Conservation Futures Program Manager. Though County shall be given the opportunity to review plans for improvements, this should not be construed to mean that County shall participate in the funding of improvements.
- E. Land Trust shall submit to the Conservation Futures Program Manager any proposals for lease-back agreements affecting the easement area, as provided in RCW 84.34.210 easements, rights-of-way, or other conditions or restrictions which limit the use of or alter the character of the subject property. Any such proposal shall be reviewed for statutory compliance and consistency with proposed plans and uses as stated in Land Trust's project application at the time of funding approval. Land Trust shall not conclude any such agreement without written consent of the Conservation Futures

Program Manager.

- F. The property shall be kept open for public use at reasonable hours and times of year. County recognizes, however, that appropriate hours may vary considerably depending on the type of interest that has been acquired, and the existence of leaseback or other agreements that might properly limit public access.
- G. The property shall be open for the use of all segments of the public without restriction because of the race creed, color, sex, religion, national origin or residence of the user.
- H. Roads, trails, tables, benches, and other improvements in the easement area shall be kept in reasonable repair throughout their estimated lifetime, as to prevent undue deterioration that would discourage public use.
- I. Land Trust will make all reasonable efforts to ensure the operation and maintenance of the easement area is in accordance with all applicable federal, state, and local laws and regulations.

XIV USER FEES AND CHARGES

User or other types of fees may be charged in connection with areas that are the subject matter of this contract, provided that the fees and charges are commensurate with the value of recreation services or opportunities furnished and are within the prevailing range of public fees and charges within the state for the particular activity involved.

XV CONVERSION

Land Trust for and in consideration of monies coming in whole or in part from Clark County's Conservation Futures Fund, shall record a Deed of Right to County upon closing, and dedicate the property to be acquired under terms of this agreement in perpetuity for the public's use and enjoyment and to promote the purposes of Conservation Futures.

The Land Trust will not make or permit to be made any use of the real property described in this agreement, or any part of it, which is inconsistent with those chapters of the Clark County Code and Revised Code of Washington that govern the use of Conservation Futures funds, or any use which is inconsistent with the purposes and improvements as described in Land Trust's project application at the time of funding approval, unless the Board of Clark County Councilors consents to the inconsistent use. County shall approve any such conversion only upon conditions where Land Trust can assure it will acquire substitute properties which are of equal or greater value at the time of conversion, which, to the extent feasible, are equivalent in usefulness and

location, and which also meet the goals and objectives of the Conservation Futures Program.

XVI REMEDIES

In the event the Land Trust fails to comply with any or all of its obligations under this agreement, County stipulates that specific performance shall be the remedy preferred by County.

The remedy of specific performance shall not be the sole remedy and does not serve to exclude any and all other remedies available to County. County may choose to exercise any and all other remedies available, together with, or as an alternative to, specific performance, at the option of County.

XVII REPORTS AND INSPECTIONS

Land Trust, in cooperation with the Conservation Futures Program Manager, shall prepare a final report upon completion of this project or its early termination for presentation to the Board of Clark County Councilors. The report shall include a final accounting of all expenditures and a description of the work accomplished. If the project is terminated early, the report shall provide a full explanation of the reasons for not completing the project. Land Trust also agrees to provide interim status reports to the Conservation Futures Program Manager every six months during the acquisition period.

Property and improvements acquired under terms of this agreement shall be available for inspection by the Conservation Futures Program Manager, or his designee, upon request. As a matter routine, Clark County shall conduct an on-site inspection approximately once a year to assure that the property is being operated, maintained, and used in accordance with this Contract.

XVIII ASSIGNMENT

This agreement shall not be assignable in whole or in part by the Land Trust except with the express written consent of the Board of Clark County Councilors.

XIX HOLD HARMLESS

Land Trust agrees to defend and hold harmless Clark County, Washington, the Board of Clark County Councilors and any employees thereof from any and all suits at law or equity or claims or demands, or any loss of any nature, including but not limited to costs and attorneys' fees, suffered, or alleged to be suffered, on the premises, or arising out of management of the conservation easement.

XX NOTICES

Any notices, requests, consents, approvals, and other communications shall be in writing and shall be deemed to have been sufficiently given for all purposes when delivered or mailed by first class postage or certified mail, postage prepaid, addressed as follows:

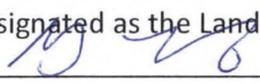
A. Notice to Clark County

TO: Conservation Futures Program Manager
Clark County Public Works Department
Parks and Lands Division
4700 NE 78th Street
Vancouver, Washington 98665

B. Notice to the Columbia Land Trust

TO: Alice Williamson
Conservation Lead
850 Officers' Row
Vancouver, WA 98661

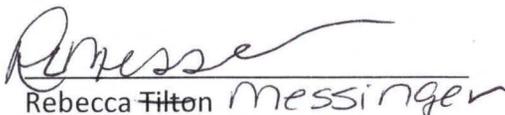
Alice Williamson serves in the capacity of Conservation Lead for the Land Trust and has been designated as the Land Trust's liaison officer for the purposes of this agreement.

Attest: 

Glenn Lamb, Executive Director

ADOPTED this 27th day of Feb., 2019.

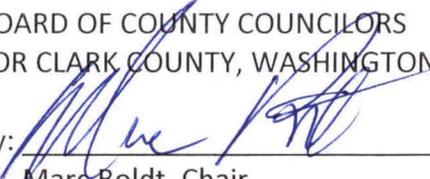
ATTEST:



Rebecca Tilton Messinger
Clerk to the Board

APPROVED AS TO FORM, ONLY
Anthony F. Golik
Prosecuting Attorney

BOARD OF COUNTY COUNCILORS
FOR CLARK COUNTY, WASHINGTON

By: 
Marc Boldt, Chair

By: 
Amanda Migchelbrink
Deputy Civil Prosecutor

By: _____
Jeanne Steward, Councilor



By: _____
Julie Olson, Councilor

By: _____
John Blom, Councilor

By: _____
Eileen Quiring, Councilor

COLUMBIA LAND TRUST

By: 
Glenn Lamb, Executive Director

COLUMBIA LAND TRUST
YACOLT BURN FOREST - PHASE I
APPLICATION FOR
CONSERVATION FUTURES FUNDING - 2017



proud past, promising future

CLARK COUNTY
WASHINGTON

Conservation Futures Project Application / Summary FUNDING CYCLE 2017

SUBMITTAL DATE: February 8, 2017

PROJECT NAME: Yacolt Forest - Phase 1

SPONSOR INFORMATION

Organization Name: Columbia Land Trust

Agency Address: 850 Officers Row

Agency Jurisdiction:

Contact Name: Dan Roix

Contact Phone: 360-213-1211

Contact E-Mail Address: droix@columbialandtrust.org

PROJECT LOCATION

Property Address(es) 34802 NE Sunset Falls Rd, Yacolt, WA 98675

Tax Identification Number(s):

245610000, 245812000, 246017000, 246421000, 246623000, 247845000, 247638000,
247432000, 247230000, 247027000, 246825000, 248486000, 248909000, 245610000,
247845000, 231794000, 248279000, 248913000, 249121000, 248698000, 249119000,
248917000, 248914000, 249330000

Major Street / Intersection Nearest Property Access Point: Southern and eastern portion of property is accessible from NE Sunset Falls Rd.

Property Description (type of land use): timberland

Section: 7-18, 20-24 **Township:** 4N **Range:** 4E

EXISTING CONDITIONS

Number of Parcels: 24

Addition:

Total Project Acres: 8,445

Zoning Classification(s): FR - 80

Existing Structures/Facilities (No. / Type):

Current use: timberland

Watershed Name: Lewis River (HUC8); East Fork Lewis River (HUC 10)

Waterfront Access and type: Numerous tributaries to the East Fork Lewis River and Lower Lewis River are found on this property. All offer direct access.



Body of Water: Big Tree Creek (4,500 lineal feet), Big Creek (2,790 lineal feet), Roger Creek (3.98 lineal miles), Anaconda Creek (3.66 lineal miles), Jack Mountain Creek (entirety - 2.68 lineal miles), Nicolls Creek (4.7 lineal miles), Reinhardt Creek (1 lineal mile)

Shoreline (lineal ft.): See above

Historical / Cultural Features:

Owner Tidelands/Shorelands:

Active Agriculture; Currently leased for agriculture

Threatened / Endangered species present: Project site contains winter steelhead habitat

Utilities on property (list all known):

Potable water available on site: Well; Water Service; Is there a water right?

SITE DESCRIPTION (Discuss physical characteristics of proposed acquisition):

This project will conserve nearly 8,445 acres (Phase 1) of a 35,000-acre of forestland conservation site in Clark County. This property is unique and valuable for conservation due to its large, intact size in an urbanizing county. The entirety of this project site is categorized as Tier 1 Forest Resource lands under Clark County's Comprehensive Growth Management Plan, encompassing almost half of the County's Tier 1 lands.

Adjacent to or in close proximity to Gifford Pinchot National Forest, Yaoclt Multiple Use Area, and Columbia Land Trust's Pine Creek Conservation Area and Copper Creek Conservation Area. The project site is an essential piece of a connected landscape of public and private lands that provide valuable conservation to the residents of Clark County, including outdoor recreation, surface and ground water resources, views and vistas, and fish and wildlife habitat. These lands provide some of the most important areas for terrestrial wildlife, including large mammals such as elk, deer, cougar and bear that are being displaced by population growth. Additionally, the project site contains Fly Creek Falls, a scenic 82-foot waterfall.

Columbia Land Trust has determined this project meets the goals of the USDA Forest Legacy Program.

PROPOSED DEVELOPMENT IMPROVEMENTS: None

PROPOSED USES ON SITE: Forestry

PROJECT PARTNERS:

For purchase, list names:

For use of site, list names:

TYPE OF INTEREST:

Warranty Deed:

Easement: Columbia Land Trust



Other (please describe):

Project requires relocation of residents: Yes No

PROJECT COST:

Estimated Total Cost: \$4,332,500

Estimate Based on: Conservation easement value estimated at \$4,222,500 (\$500/acre) plus transaction costs of \$35,000 and long-term stewardship costs of \$75,000

Will other agencies/groups contribute to project? Yes No

Name of Contributor: USFS Forest Legacy Program

Amount of Contribution: \$3,249,375 (75% of project cost)

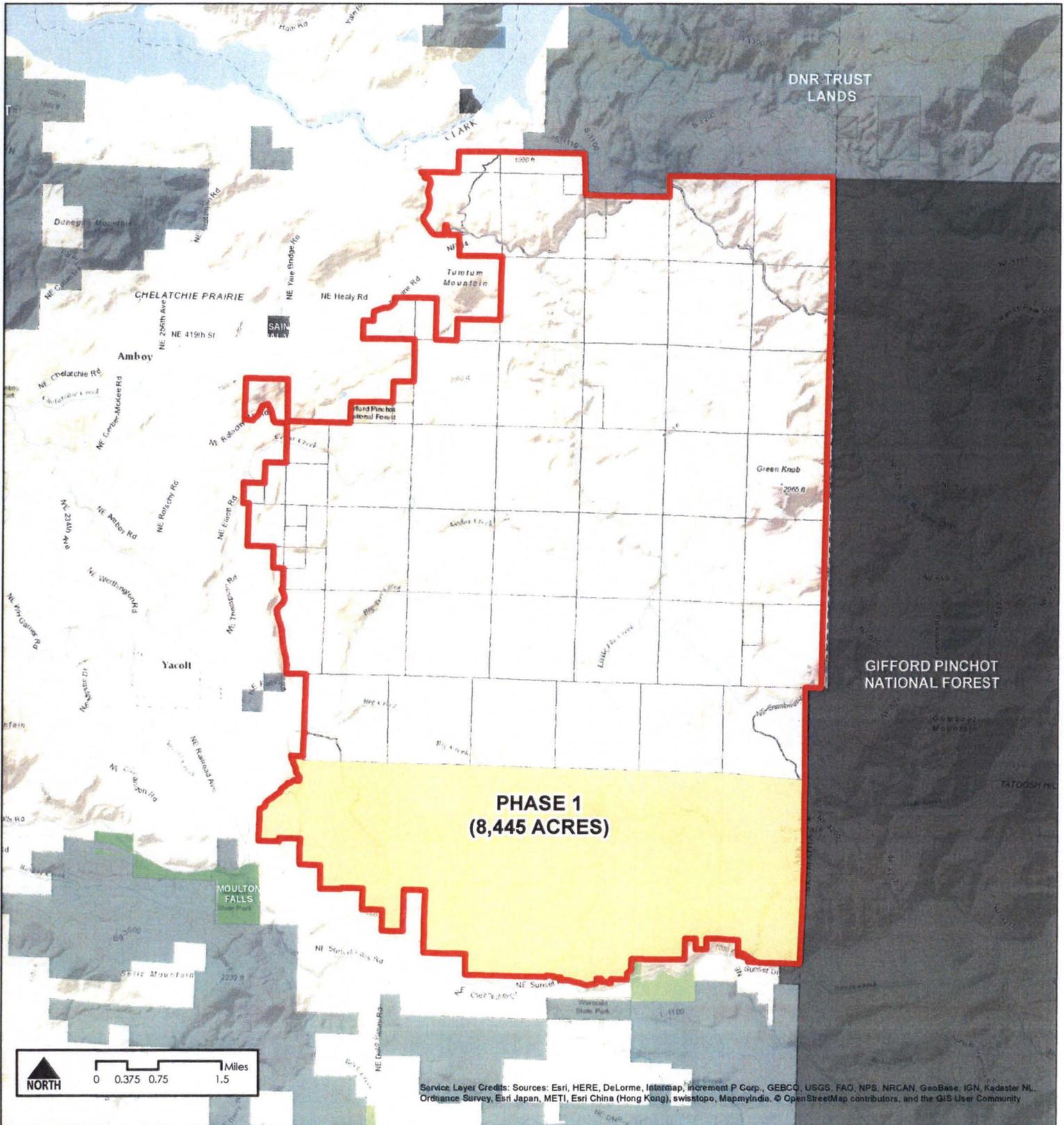
Total Estimated Request from Conservation Futures: \$1,083,125 (25% of project cost)

Attach separate sheet with all anticipated:

- Revenues for project, including donations, in-kind services, grants, partnerships, and other contributions
- Expenses for project, including permits, fees, staff time,

PROJECT MAINTENANCE PLAN (brief summary of maintenance approach): Project site will be managed by fee owner for forestry values. Columbia Land Trust will perform annual monitoring and on-site inspections to ensure conversation values are protected, as described in the conservation easement.





Project Area	Rivers	State Government
Highways	Public Lands	Local Government
Local Roads	Federal Government	Other



COLUMBIA LAND TRUST
ROCK CREEK FOREST
AGREEMENT FOR
CONSERVATION FUTURES FUNDING

APPENDIX A
AGREEMENT BETWEEN CLARK COUNTY AND COLUMBIA LAND TRUST
Rock Creek Forest

I PURPOSE

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II AUTHORITY

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III PROJECT DESCRIPTION

The Land Trust's application to County is part of this contract. The application is the Land Trust's notification of its intent to implement and manage this project in conformance with local and state goals and objectives. The project to be undertaken by the Land Trust, with funding assistance provided by Clark County, is summarized from the Land Trust's application as follows:

- A. Land Trust will acquire a conservation easement on approximately 362 acres of land to protect its use for long term timber production.
- B. Acquisition facilitates protection of critical steelhead habitat.

IV FUNDING OF PROJECT

Land Trust estimates the total cost of the property to be acquired under terms of this agreement is \$1,732,500. Land Trust requests that County pay \$1,332,500, or 77 percent of the total estimated project cost.

County recognizes, however, that this estimate, while made in good faith, may or may not represent fair market value as determined by standard professional appraisal procedures.

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This agreement shall remain in effect in perpetuity, except as otherwise provided for in the "Acquisition Period" section of this agreement.

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The Clark County Board of Councilors imposed the Conservation Futures levy to provide a reliable and predictable funding source to help acquire interest in open space, farm land, timber land, and certain classifications of park property. This project, however, is sponsored by the Land Trust of and not Clark County. The purpose of this agreement is to provide Land Trust monetary assistance, which will enable it to complete the project described herein. In return for monetary assistance, County requires that a Deed of Right to the County, as shown in Appendix B, be recorded by Land Trust at closing of the acquisition to ensure that the acquired land is managed consistent with the purposes articulated in this agreement. County will not acquire any ownership interest in the subject property by virtue of this agreement, nor will County assume any responsibility for improving or managing the property.

Land Trust shall be responsible for the management of this project within the terms and conditions of this agreement. Furthermore, Clark County shall not become party to any contract between the Contracting Party and others by reason of having entered into this agreement.

XII OTHER ORGANIZATIONS

No separate legal or administrative entity shall be created by this agreement.

XIII PERFORMANCE

Land Trust agrees to manage the subject property in a manner consistent with the legislative declarations and objectives set forth in RCW 84.34.010-020 and RCW 84.34.200-250 and in Chapter 3.24 of the Clark County Code. Moreover, Land Trust recognizes that boards of county councilors are the only legislative authority empowered to impose the Conservation Futures levy and that the Board of Clark County Councilors, having done so, has the responsibility to assure proper use and administration of the Conservation Futures Fund and has a corresponding interest in the management of all properties acquired with the fund. Therefore, Land Trust shall include the following provisions in the easement:

- A. The property included within the easement boundary, and any improvements said property, shall be kept safe and clean.
- B. Land Trust shall make reasonable effort to control nonconforming uses within the easement boundary, such as encroachments from adjacent properties or unauthorized timber harvest.
- C. Sanitation and sanitary facilities within the easement boundary shall be maintained in accordance with applicable state and local public health standards.
- D. Land Trust shall submit to the Conservation Futures Program Manager any plans for improving the subject property within the easement boundary to assure statutory compliance and consistency with the Conservation Futures Project Application attached as Appendix _____. This does not apply to routine maintenance. Improvements that may be allowed under terms of the statute, the plans for which, in any event, should be submitted to the program manager, and may include, but are not limited to, picnic tables, viewpoints, rest areas, benches, restrooms, and parking lots. Work shall not commence until the Conservation Futures Program Manager has provided written approval or until 30 days after prior written notice of work is provided to the Conservation Futures Program Manager. Though County shall be given the opportunity to review plans for improvements, this should not be construed to mean that County shall participate in the funding of improvements.
- E. Land Trust shall submit to the Conservation Futures Program Manager any proposals for lease-back agreements affecting the easement area, as provided in RCW 84.34.210, easements, rights-of-way, or other conditions or restrictions which limit the use of or alter the character of the subject property. Any such proposal shall be reviewed for statutory compliance and consistency with proposed plans and uses as stated in Land Trust's project application at the time of funding approval. Land Trust shall not conclude any such agreement without written consent of the Conservation Futures

Program Manager.

- F. The property shall be kept open for public use at reasonable hours and times of year. County recognizes, however, that appropriate hours may vary considerably depending on the type of interest that has been acquired, and the existence of leaseback or other agreements that might properly limit public access.
- G. The property shall be open for the use of all segments of the public without restriction because of the race creed, color, sex, religion, national origin or residence of the user.
- H. Roads, trails, tables, benches, and other improvements shall be kept in reasonable repair throughout their estimated lifetime, as to prevent undue deterioration that would discourage public use.
- I. Land Trust will make all reasonable efforts to ensure the operation and maintenance of the area within the easement boundary is in accordance with all applicable federal, state, and local laws and regulations.

XIV USER FEES AND CHARGES

User or other types of fees may be charged in connection with areas that are the subject matter of this contract, provided that the fees and charges are commensurate with the value of recreation services or opportunities furnished and are within the prevailing range of public fees and charges within the state for the particular activity involved.

XV CONVERSION

Land Trust for and in consideration of monies coming in whole or in part from Clark County's Conservation Futures Fund, shall record a Deed of Right to County upon closing, and dedicate the property to be acquired under terms of this agreement in perpetuity for the public's use and enjoyment and to promote the purposes of Conservation Futures.

The Land Trust will not make or permit to be made any use of the real property described in this agreement, or any part of it, which is inconsistent with those chapters of the Clark County Code and Revised Code of Washington that govern the use of Conservation Futures funds, or any use which is inconsistent with the purposes and improvements as described in Land Trust's project application at the time of funding approval, unless the Board of Clark County Councilors consents to the inconsistent use. County shall approve any such conversion only upon conditions where Land Trust can assure it will acquire substitute properties which are of equal or greater value at the time of conversion, which, to the extent feasible, are equivalent in usefulness and

location, and which also meet the goals and objectives of the Conservation Futures Program.

XVI REMEDIES

In the event the Land Trust fails to comply with any or all of its obligations under this agreement, County stipulates that specific performance shall be the remedy preferred by County.

The remedy of specific performance shall not be the sole remedy and does not serve to exclude any and all other remedies available to County. County may choose to exercise any and all other remedies available, together with, or as an alternative to, specific performance, at the option of County.

XVII REPORTS AND INSPECTIONS

Land Trust, in cooperation with the Conservation Futures Program Manager, shall prepare a final report upon completion of this project or its early termination for presentation to the Board of Clark County Councilors. The report shall include a final accounting of all expenditures and a description of the work accomplished. If the project is terminated early, the report shall provide a full explanation of the reasons for not completing the project. Land Trust also agrees to provide interim status reports to the Conservation Futures Program Manager every six months during the acquisition period.

Property and improvements acquired under terms of this agreement shall be available for inspection by the Conservation Futures Program Manager, or his designee, upon request. As a matter routine, Clark County shall conduct an on-site inspection approximately once a year to assure that the property is being operated, maintained, and used in accordance with this Contract.

XVIII ASSIGNMENT

This agreement shall not be assignable in whole or in part by the Land Trust except with the express written consent of the Board of Clark County Councilors.

XIX HOLD HARMLESS

Land Trust agrees to defend and hold harmless Clark County, Washington, the Board of Clark County Councilors and any employees thereof from any and all suits at law or equity or claims or demands, or any loss of any nature, including but not limited to costs and attorneys' fees, suffered, or alleged to be suffered, on the premises, or arising out of management of the conservation easement.

XX NOTICES

Any notices, requests, consents, approvals, and other communications shall be in writing and shall be deemed to have been sufficiently given for all purposes when delivered or mailed by first class postage or certified mail, postage prepaid, addressed as follows:

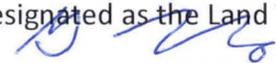
A. Notice to Clark County

TO: Conservation Futures Program Manager
Clark County Public Works Department
Parks and Lands Division
4700 NE 78th Street
Vancouver, Washington 98665

B. Notice to the Columbia Land Trust

TO: Alice Williamson
Conservation Lead
850 Officers' Row
Vancouver, WA 98661

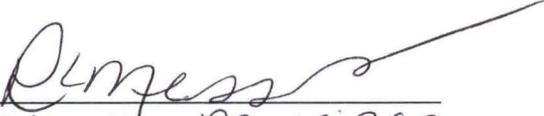
Alice Williamson serves in the capacity of Conservation Lead for the Land Trust and has been designated as the Land Trust's liaison officer for the purposes of this agreement.

Attest: 

Glenn Lamb, Executive Director

ADOPTED this 27th day of Feb., 2018

ATTEST:



Rebecca Tilton Messinger
Clerk to the Board

APPROVED AS TO FORM, ONLY
Anthony F. Golik
Prosecuting Attorney

By: 
Amanda Migchell Brink
Deputy Civil Prosecutor



BOARD OF COUNTY COUNCILORS
FOR CLARK COUNTY, WASHINGTON

By: 
Marc Boldt, Chair

By: _____
Jeanne Steward, Councilor

By: _____
Julie Olson, Councilor

By: _____
John Blom, Councilor

By: _____
Eileen Quiring, Councilor

COLUMBIA LAND TRUST

By: 
Glenn Lamb, Executive Director

DEED OF RIGHT

For Public Use of Land Acquired Under the Clark County Conservation Futures Program

The Columbia Land Trust, for and in consideration of monies coming in whole or in part from the Conservation Futures Account, as established by Chapter 3.24 of the Clark County Code, and in fulfillment of terms contained in the Agreement identified below, conveys and grants to Clark County, Washington, individually and as the representative of all the people of Clark County, the right to use the real property described below forever for those purposes described in the Agreement signed by the Columbia Land Trust on the _____ day of _____ and by Clark County on the 27th day of Feb., 2018, and which is entitled Rock Creek Forest.

Columbia Land Trust will not make or permit to be made any use of the real property described in its real property interest, or any part of it, which is inconsistent with those chapters of the Clark County Code and Revised Code of Washington that govern the use of Conservation Futures Funds, or any use which is inconsistent with the purposes and improvements as described in the Land Trust's project application at the time of funding approval, unless the Board of Clark County Councilors consents to the inconsistent use. Clark County shall approve any such conversion only upon conditions where the Land Trust can assure it will acquire at least an equivalent real property interest in substitute properties which are of equal or greater value at the time of conversion, which, to the extent feasible, are equivalent in usefulness and location, and which also meet the goals and objectives of the Conservation Futures Program.

The real property covered by this deed is described in Exhibit A attached hereto and is incorporated by this reference.

This deed shall in no way modify or extinguish the functions of the signatory parties under the terms and conditions set forth in the aforementioned Agreement.

Dated this _____ day of _____

Executive Director of Columbia Land Trust- _____
Glenn Lamb

Approved as to Form, Only
Anthony F. Golik
Prosecuting Attorney

BY Amanda Migchelbrink
Amanda Migchelbrink
Deputy Civil Prosecutor

Attest: Rebecca Tilton Messinger
Rebecca Tilton Messinger
Clerk to the Board

COLUMBIA LAND TRUST
ROCK CREEK FOREST
APPLICATION FOR
CONSERVATION FUTURES FUNDING - 2017



proud past, promising future

CLARK COUNTY
WASHINGTON

Conservation Futures Project Application / Summary FUNDING CYCLE 2017

SUBMITTAL DATE: May 31, 2017

PROJECT NAME: Rock Creek - Richards

SPONSOR INFORMATION

Organization Name: Columbia Land Trust

Agency Address: 850 Officers Row

Agency Jurisdiction:

Contact Name: Alice Williamson

Contact Phone: 360-213-1207

Contact E-Mail Address: awilliamson@columbialandtrust.org

PROJECT LOCATION

Property Address(es): NE 271st Street Vancouver, WA

Tax Identification Number(s): 248072000, 248133000, 248134000, 248136000, 248156000, 248055000, 248144000, 248137000, 248155000, 248140000, 248153000, 248145000, 248146000, 248127000, 248068000, 248142000, 248141000, 248157000, 248148000, 248129000, 248057000, 248132000, 248053000, 248138000, 248143000, 248139000, 248154000, 248126000, 248125000, 250587000, 248152000, 248151000, 248150000, 248147000, 248128000, 248130000, 248131000, 250588000, 250581000, 250576000, 250582000, 250584000, 250585000, 250586000, 250583000, 248135000

Major Street / Intersection Nearest Property Access Point: NE 271st Street off of Dole Valley Road

Property Description (type of land use): forestland

Section: 19 and 30 Township: 4N Range: 4EW

EXISTING CONDITIONS

Number of Parcels: 46

Addition: Total Project Acres: 362

Zoning Classification(s): R-20, FR-40 and FR-80

Existing Structures/Facilities (No. / Type): one 1,848 sft building on parcel 248053000

Current use: Active timberland, one residence

- Watershed Name: East Fork Lewis River
- Waterfront Access and type: direct river front access
- Body of Water: East Fork Lewis River and Rock Creek

Conservation Futures Program – Department of Public Works, Parks and Lands Division
1300 Franklin St., PO Box 9810, Vancouver, WA 98666-9810 (360) 397-6118



For other formats, contact the Clark County ADA Office: **Voice** (360) 397-2322; **Relay** 711 or (800) 833-6388; **Fax** (360) 397-6165; **E-mail** ADA@clark.wa.gov.

Shoreline (lineal ft.): Roughly 3,400 lineal ft on East Fork Lewis River and 7,800 lineal feet on Rock Creek. Property also includes intermittent streams and 6 perinneal ponds.

Historical / Cultural Features:

Owner Tidelands/Shorelands:

Active Agriculture; Currently leased for agriculture

Threatened / Endangered species present: Lower Columbia River Steelhead Critical Habitat

Utilities on property (list all known): Electrical to parcel 248053000

Potable water available on site: Well; Water Service; Is there a water right?

SITE DESCRIPTION (Discuss physical characteristics of proposed acquisition):

This project will conserve 362 acres of forestland on the East Fork Lewis River and Rock Creek. The project site is divided into two blocks. The northern block straddles the confluence of Rock Creek and East Fork Lewis River. The southern block straddles Rock Creek upstream from the confluence. The property includes some wetlands, intermittent streams and perinneal lakes/ponds.

The Richards project contains 174 acres of Tier 1 Forest Resource Land and 168.75 acres of Tier 2 Forest Resource Land. According to the 2016 Comprehensive Growth Management Plan for Clark County, both Tier 1 and Tier 2 Forest Resource Land designations apply to "those lands which have the physical characteristics that are capable of management for the long-term production of commercially significant forest products." Tier 1 designation is primarily applied to larger parcels and major industrial forestry landowners. The Forest-80 base zone implements Tier 1 designation, while the Forest-20 base zone implements Tier 2 designation. However, the Tier 1 Forest Resource Land on this project is already divided into 5-acre lots residential and Tier 2 lands have been divided into 20-acre lots. Because these lots were created prior to the State of Washington Growth Management Act, GMA Forest Resource Land Designations and the County's large-lot ordinance, they can be marketed for residential development. This project will prevent future development of the project site.

The project advances the goals of the Conservation Areas Acquisition Plan for Subarea East Fork Lewis River (upper). In particular, it adheres to the Plan's direction that "Priority projects include preserving aquatic, riparian and uplands on the main East Fork Lewis and Rock Creek to support the recovery of ESA-listed steelhead populations. Clark County and Forest Managers should continue to explore compatible strategies for sustaining forest resource lands in the upper East Fork Lewis River watershed." Additionally, the Richards project is just downstream of Columbia Land Trust's 50-acre permanently conserved Larwick property.

The project site supports a variety of high-quality habitat and water resource values. The project includes 0.64 miles of shoreline on the East Fork Lewis River and nearly 1.5 miles of shoreline on Rock Creek. The entire length of river on the project site is designated Critical Habitat for the ESA listed Lower Columbia River steelhead. Additionally, the East Fork Lewis River supports 3 federal threatened salmon species (steelhead, chum, and Chinook) and one candidate (coho). Other species utilizing this area include deer, elk, black bear, river otter, beaver, and a variety of neotropical migrant birds.



PROPOSED DEVELOPMENT IMPROVEMENTS: None

PROPOSED USES ON SITE: Habitat protection

PROJECT PARTNERS:

- For purchase, list names:
 For use of site, list names:

TYPE OF INTEREST:

Warranty Deed: Easement: Columbia Land Trust

Other (please describe):

Project requires relocation of residents: Yes No

PROJECT COST:

Estimated Total Cost: \$1,732,500

Estimate Based on: Property value estimated at \$1,652,500 (50% of 2015 appraised value of \$3,305,000) plus transaction costs of \$30,000 and long-term stewardship costs of \$50,000

Will other agencies/groups contribute to project? Yes No

Name of Contributor: RCO WWRP Forestland Preservation (\$350,000), East Fork Lewis River Legacy Fund (\$50,000), Salmon Recovery Funding Board (\$350,000)

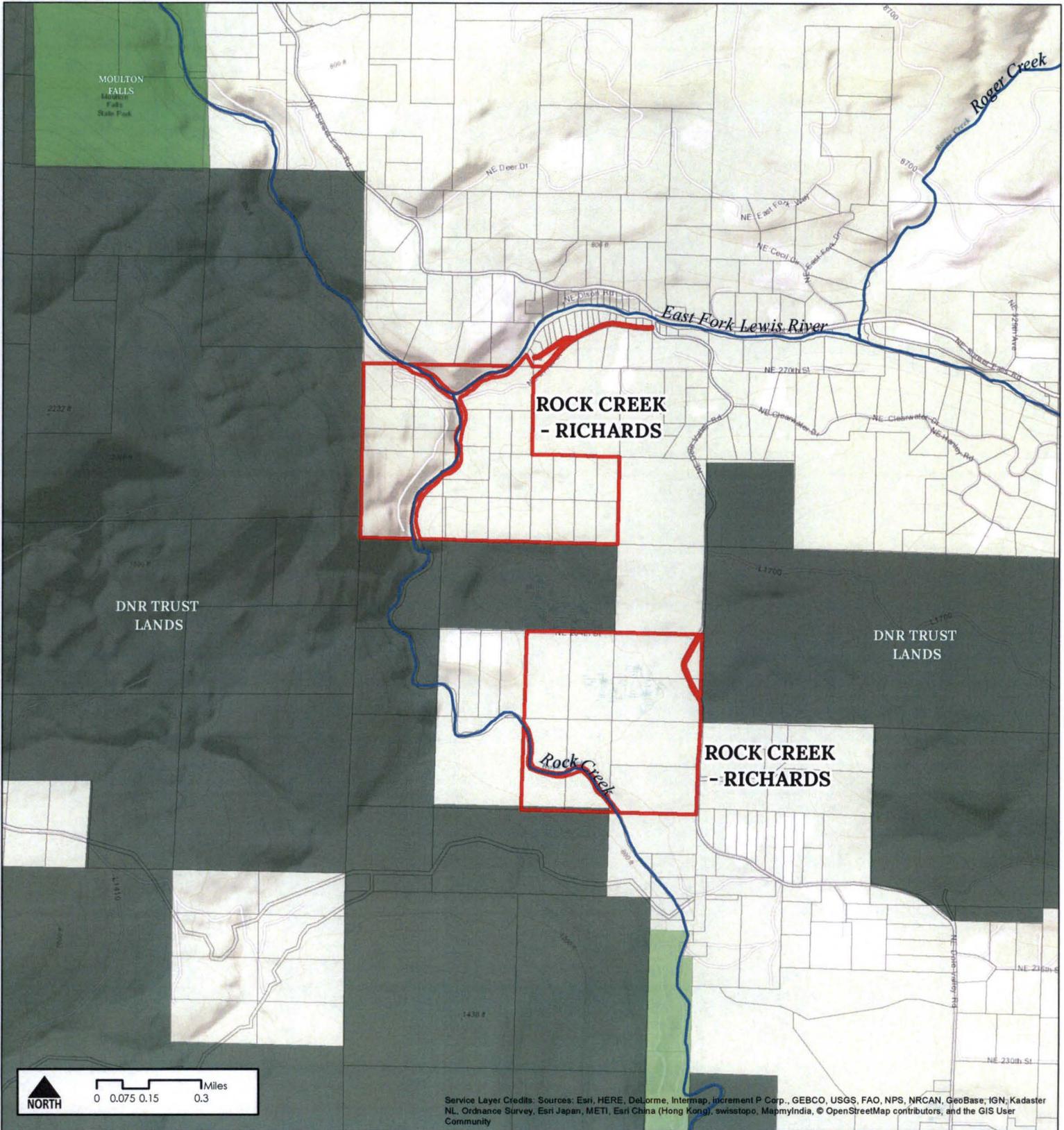
Amount of Contribution: see above

Total Estimated Request from Conservation Futures: \$982,500

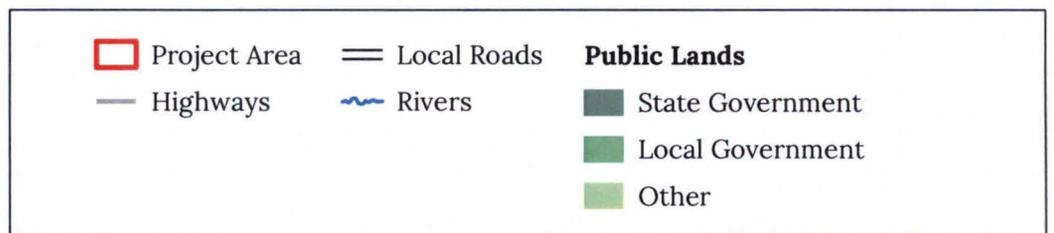
- Attach separate sheet with all anticipated:
- Revenues for project, including donations, in-kind services, grants, partnerships, and other contributions
 - Expenses for project, including permits, fees, staff time,

PROJECT MAINTENANCE PLAN (brief summary of maintenance approach): Project site will be maintained as a working forest, employing sustainable harvest methods.





Map Date: 2/6/2017



DISCLAIMER: This map is not a survey and must not be construed as one. This product is for informational purposes and may not have been prepared for, or be suitable for, legal, engineering or surveying purposes. Users should consult primary data and informational sources for further details.



APPENDIX A
AGREEMENT BETWEEN CLARK COUNTY AND COLUMBIA LAND TRUST
Rock Creek Forest

I PURPOSE

This agreement sets forth the terms and conditions by which Clark County, Washington, hereafter referred to as County, shall provide funds from its Conservation Futures Account, pursuant to RCW 84.34.210 and Chapter 3.24 of the Clark County Code, to the Columbia Land Trust hereinafter identified as Land Trust, for the purpose of acquiring fee simple or lesser interest in open space, farm land, or timber land, as such are defined in RCW 84.34.020.

II AUTHORITY

This agreement by and between Clark County, Washington, and the Columbia Land Trust is authorized by Chapter 84.34 of the Revised Code of Washington.

III PROJECT DESCRIPTION

The Land Trust's application to County is part of this contract. The application is the Land Trust's notification of its intent to implement and manage this project in conformance with local and state goals and objectives. The project to be undertaken by the Land Trust, with funding assistance provided by Clark County, is summarized from the Land Trust's application as follows:

- A. Land Trust will acquire a conservation easement on approximately 362 acres of land to protect its use for long term timber production.
- B. Acquisition facilitates protection of critical steelhead habitat.

IV FUNDING OF PROJECT

Land Trust estimates the total cost of the property to be acquired under terms of this agreement is \$1,732,500. Land Trust requests that County pay \$1,332,500, or 77 percent of the total estimated project cost.

County recognizes, however, that this estimate, while made in good faith, may or may not represent fair market value as determined by standard professional appraisal procedures.

County agrees to pay \$1,332,500 or 77 percent of the total estimated project cost, whichever is less.

- A. Fair market value shall be determined utilizing professional appraisal procedures as set forth in subsections 1 through 5, below:
 - 1. Fair Market Value is established through professional appraisals.
 - 2. Appraisals are completed and approved by a real estate appraiser licensed in the state of Washington pursuant to 18.140 RCW.
 - 3. Review appraisals, when required by state or federal regulations or grant funding sources, or when determined advisable by County, shall be completed by a Member of the American Institute of Real Estate Appraisers (MAI) licensed in the state of Washington.
 - 4. Appraisal Reports and Reviews for acquisitions involving federal funding must be in compliance with the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA).
 - 5. For all other funding programs, appraisals meeting the current Uniform Standards of Professional Appraisal Practice (USPAP) publication are acceptable with the following exceptions:
 - a. Extraordinary Assumptions and Hypothetical Conditions must be clearly listed and justified in the appraisal report.
 - b. Appraisals must consider existing encumbrances.
 - c. The restricted format for reporting appraisals is not acceptable.
 - d. Appraisers must provide a specific point value rather than a value range.
 - e. Property owners are given an opportunity to accompany each appraiser during inspection of the property.

- B. Land Trust Completes Due Diligence Investigations:
 - 1. Land Trust orders and reviews a preliminary title report. Land Trust submits title report to County for review with the County Prosecuting Attorney.
 - 2. If no prior survey exists, Land Trust shall have a boundary survey of the property completed and a legal description of the property prepared.
 - 3. Land Trust shall prepare all required maps and exhibits, such as the Land and Water Conservation Fund 6(f)(3) map, for acquisitions involving federal funding based on the legal description of any easements or other encumbrances that may restrict use of the property.
 - 4. Acquisitions that may receive grant funding will meet all requirements of the anticipated funding sources.
 - 5. Land Trust shall invite County to participate in a site inspection, or series of site inspections, to determine that the property is suitable for the intended purpose.
 - a. Zoning is appropriate for the intended use.

- b. Necessary land use permits for the intended use are identified/verified.
 - c. Structures meet current building code requirements.
 - d. An Americans with Disabilities Act (ADA) and/or Outdoor Accessibility (USDOJ) assessment is completed.
6. Land Trust requires a hazardous materials questionnaire to be completed by the property owner:
- a. If deemed advisable by Land Trust or County, Land Trust shall cause a Phase I Environmental Site Assessment to be completed.
 - b. The format and content of Phase I ESA reports must be in general accordance with the American Society for Testing of Materials (ASTM) Standard Practice for Environmental Site Assessments including: Site Assessment Process E-1527-05 and the United States Environmental Protection Agency's (USEPA) standards for All Appropriate Inquiries (AAI) at 40 Code of Federal Regulations (CFR) Part 312.
- C. The cost of the appraisal, other due diligence studies and related administrative costs incurred by Land Trust may be reimbursed by County as components of the \$1,332,500, or 77% of total costs, whichever is less, requested by Land Trust, unless specifically authorized via a written amendment to this agreement. However, County funding contributions to this acquisition project including land costs and said incidental costs shall not exceed this limit.
- D. In the event fair market value exceeds the Land Trust's estimated project cost, the Board of County Councilors, at its discretion, may increase the approved funding allocation to cover fair market value of the property to be acquired. A written request to this effect should be submitted by Land Trust to the County Conservation Futures Program Manager, acting as program staff for the Board of Councilors. The request shall include a copy of the appraisal report and appraisal review. County program manager shall notify Land Trust of the Board's decision within 45 days of the receipt of the request, or as soon thereafter as is practicable, and a written amendment to this agreement shall be executed by the parties.

V LAND ACQUISITION COSTS EXCEEDING FAIR MARKET VALUE

County considers an appraisal complying with Section IV A to be an acceptable estimate of property value. The negotiation between a willing seller and a willing buyer may set a price that is higher than the appraisal, and this marketplace value may be considered along with the appraised value in establishing the reasonable limits of assistance.

If Land Trust believes that the negotiation price is a better indication of market value yet it is higher than the appraised value, a detailed and well-documented statement of this

difference must be submitted, together with a formal request for a cost increase. This statement must explain why the appraisal did not reflect the true value and what steps Land Trust took to establish the true value through acceptable appraisal technique.

VI STATEMENT OF DIFFERENCE IN VALUE

If the property is to be purchased for less than the approved fair market value, Land Trust must submit a letter to County signed by seller acknowledging that the seller was aware of the approved fair market value and that the seller's decision to sell at less than fair market value was made of his/her own free will.

VII REAL PROPERTY ACQUISITION PROCEDURES

Land Trust may designate Land Trust staff or a third party as the "Acquisition Specialist" that will assist with the acquisition of the subject property. A list of this individual's qualifications and credentials relating to real property acquisition shall be provided to the Conservation Futures Program Manager to assure the designated acquisition specialist is qualified to participate.

VIII CONTINGENCIES

The duty of County to pay out funds under this contract depends on:

- A. Strict compliance by Land Trust with the terms of this contract, and;
- B. Available funds in County's Conservation Futures Account.

IX ACQUISITION PERIOD

Land Trust shall have two years from the date this agreement is approved by the Board of County Councilors to complete the project. The term of this project shall run from _____ to _____

The Board of County Councilors may extend the acquisition period at its discretion. To secure an extension, Land Trust shall send written notice to the Conservation Futures Program Manager, acting as program staff for the Board of Councilors, at least thirty days prior to the end of the acquisition period. The notice shall state the need for an extension and explain the reasons for the request. The program manager shall notify Land Trust of the Board's decision within thirty days of receipt of the request, or as soon thereafter as is practicable.

Any project that has not been completed within the acquisition period, and for which no extension has been granted, shall be considered withdrawn and allocated funds shall become available for other projects.

Land Trust agrees to notify the Conservation Futures Program Manager of any circumstances or events during the acquisition period (such as an owner indicating he is no longer a willing seller) which will cause the termination of efforts to acquire the subject property.

Land Trust, on forms provided, will advise Clark County at least once every six months of their acquisition progress.

Land Trust shall obtain, and submit for review by County, a title insurance policy for the acquired land. County shall review all easements, restrictions, and other encumbrances that appear in the policy to assure that they do not impact, to an excessively negative degree, the Conservation Futures purposes for which the land is to be acquired. Clark County will not release funds for land purchases until this requirement is met.

X DURATION OF INTERLOCAL AGREEMENT

This agreement shall remain in effect in perpetuity, except as otherwise provided for in the "Acquisition Period" section of this agreement.

XI RELATIONSHIP OF PARTIES

The Clark County Board of Councilors imposed the Conservation Futures levy to provide a reliable and predictable funding source to help acquire interest in open space, farm land, timber land, and certain classifications of park property. This project, however, is sponsored by the Land Trust of and not Clark County. The purpose of this agreement is to provide Land Trust monetary assistance, which will enable it to complete the project described herein. In return for monetary assistance, County requires that a Deed of Right to the County, as shown in Appendix B, be recorded by Land Trust at closing of the acquisition to ensure that the acquired land is managed consistent with the purposes articulated in this agreement. County will not acquire any ownership interest in the subject property by virtue of this agreement, nor will County assume any responsibility for improving or managing the property.

Land Trust shall be responsible for the management of this project within the terms and conditions of this agreement. Furthermore, Clark County shall not become party to any contract between the Contracting Party and others by reason of having entered into this agreement.

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No separate legal or administrative entity shall be created by this agreement.

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- A. The property included within the easement boundary, and any improvements said property, shall be kept safe and clean.
- B. Land Trust shall make reasonable effort to control nonconforming uses within the easement boundary, such as encroachments from adjacent properties or unauthorized timber harvest.
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Program Manager.

- F. The property shall be kept open for public use at reasonable hours and times of year. County recognizes, however, that appropriate hours may vary considerably depending on the type of interest that has been acquired, and the existence of leaseback or other agreements that might properly limit public access.
- G. The property shall be open for the use of all segments of the public without restriction because of the race creed, color, sex, religion, national origin or residence of the user.
- H. Roads, trails, tables, benches, and other improvements shall be kept in reasonable repair throughout their estimated lifetime, as to prevent undue deterioration that would discourage public use.
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XIV USER FEES AND CHARGES

User or other types of fees may be charged in connection with areas that are the subject matter of this contract, provided that the fees and charges are commensurate with the value of recreation services or opportunities furnished and are within the prevailing range of public fees and charges within the state for the particular activity involved.

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The Land Trust will not make or permit to be made any use of the real property described in this agreement, or any part of it, which is inconsistent with those chapters of the Clark County Code and Revised Code of Washington that govern the use of Conservation Futures funds, or any use which is inconsistent with the purposes and improvements as described in Land Trust's project application at the time of funding approval, unless the Board of Clark County Councilors consents to the inconsistent use. County shall approve any such conversion only upon conditions where Land Trust can assure it will acquire substitute properties which are of equal or greater value at the time of conversion, which, to the extent feasible, are equivalent in usefulness and

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In the event the Land Trust fails to comply with any or all of its obligations under this agreement, County stipulates that specific performance shall be the remedy preferred by County.

The remedy of specific performance shall not be the sole remedy and does not serve to exclude any and all other remedies available to County. County may choose to exercise any and all other remedies available, together with, or as an alternative to, specific performance, at the option of County.

XVII REPORTS AND INSPECTIONS

Land Trust, in cooperation with the Conservation Futures Program Manager, shall prepare a final report upon completion of this project or its early termination for presentation to the Board of Clark County Councilors. The report shall include a final accounting of all expenditures and a description of the work accomplished. If the project is terminated early, the report shall provide a full explanation of the reasons for not completing the project. Land Trust also agrees to provide interim status reports to the Conservation Futures Program Manager every six months during the acquisition period.

Property and improvements acquired under terms of this agreement shall be available for inspection by the Conservation Futures Program Manager, or his designee, upon request. As a matter routine, Clark County shall conduct an on-site inspection approximately once a year to assure that the property is being operated, maintained, and used in accordance with this Contract.

XVIII ASSIGNMENT

This agreement shall not be assignable in whole or in part by the Land Trust except with the express written consent of the Board of Clark County Councilors.

XIX HOLD HARMLESS

Land Trust agrees to defend and hold harmless Clark County, Washington, the Board of Clark County Councilors and any employees thereof from any and all suits at law or equity or claims or demands, or any loss of any nature, including but not limited to costs and attorneys' fees, suffered, or alleged to be suffered, on the premises, or arising out of management of the conservation easement.

XX NOTICES

Any notices, requests, consents, approvals, and other communications shall be in writing and shall be deemed to have been sufficiently given for all purposes when delivered or mailed by first class postage or certified mail, postage prepaid, addressed as follows:

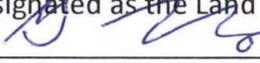
A. Notice to Clark County

TO: Conservation Futures Program Manager
Clark County Public Works Department
Parks and Lands Division
4700 NE 78th Street
Vancouver, Washington 98665

B. Notice to the Columbia Land Trust

TO: Alice Williamson
Conservation Lead
850 Officers' Row
Vancouver, WA 98661

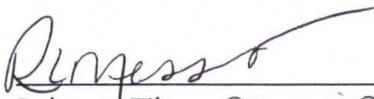
Alice Williamson serves in the capacity of Conservation Lead for the Land Trust and has been designated as the Land Trust's liaison officer for the purposes of this agreement.

Attest: 

Glenn Lamb, Executive Director

ADOPTED this 27th day of Feb., 2015.

ATTEST:



Rebecca Tilton messinger
Clerk to the Board

APPROVED AS TO FORM, ONLY
Anthony F. Golik
Prosecuting Attorney

By: 
Amanda Migchelbrink
Deputy Civil Prosecutor



BOARD OF COUNTY COUNCILORS
FOR CLARK COUNTY, WASHINGTON

By: 
Marc Boldt, Chair

By: _____
Jeanne Steward, Councilor

By: _____
Julie Olson, Councilor

By: _____
John Blom, Councilor

By: _____
Eileen Quiring, Councilor

COLUMBIA LAND TRUST

By: 
Glenn Lamb, Executive Director

DEED OF RIGHT

For Public Use of Land Acquired Under the Clark County Conservation Futures Program

The Columbia Land Trust, for and in consideration of monies coming in whole or in part from the Conservation Futures Account, as established by Chapter 3.24 of the Clark County Code, and in fulfillment of terms contained in the Agreement identified below, conveys and grants to Clark County, Washington, individually and as the representative of all the people of Clark County, the right to use the real property described below forever for those purposes described in the Agreement signed by the Columbia Land Trust on the _____ day of _____ and by Clark County on the 27th day of Feb, 2018, and which is entitled Rock Creek Forest.

Columbia Land Trust will not make or permit to be made any use of the real property described in its real property interest, or any part of it, which is inconsistent with those chapters of the Clark County Code and Revised Code of Washington that govern the use of Conservation Futures Funds, or any use which is inconsistent with the purposes and improvements as described in the Land Trust's project application at the time of funding approval, unless the Board of Clark County Councilors consents to the inconsistent use. Clark County shall approve any such conversion only upon conditions where the Land Trust can assure it will acquire at least an equivalent real property interest in substitute properties which are of equal or greater value at the time of conversion, which, to the extent feasible, are equivalent in usefulness and location, and which also meet the goals and objectives of the Conservation Futures Program.

The real property covered by this deed is described in Exhibit A attached hereto and is incorporated by this reference.

This deed shall in no way modify or extinguish the functions of the signatory parties under the terms and conditions set forth in the aforementioned Agreement.

Dated this _____ day of _____

Executive Director of Columbia Land Trust- _____
Glenn Lamb

Approved as to Form, Only
Anthony F. Golik
Prosecuting Attorney

BY Amanda Migchelbrink
Amanda Migchelbrink
Deputy Civil Prosecutor

Attest: Rebecca Tilton Messinger
Rebecca ~~Tilton~~ Messinger
Clerk to the Board

Shoreline (lineal ft.): Roughly 3,400 lineal ft on East Fork Lewis River and 7,800 lineal feet on Rock Creek. Property also includes intermittent streams and 6 perinneal ponds.

Historical / Cultural Features:

Owner Tidelands/Shorelands:

Active Agriculture; Currently leased for agriculture

Threatened / Endangered species present: Lower Columbia River Steelhead Critical Habitat

Utilities on property (list all known): Electrical to parcel 248053000

Potable water available on site: Well; Water Service; Is there a water right?

SITE DESCRIPTION (Discuss physical characteristics of proposed acquisition):

This project will conserve 362 acres of forestland on the East Fork Lewis River and Rock Creek. The project site is divided into two blocks. The northern block straddles the confluence of Rock Creek and East Fork Lewis River. The southern block straddles Rock Creek upstream from the confluence. The property includes some wetlands, intermittent streams and perinneal lakes/ponds.

The Richards project contains 174 acres of Tier 1 Forest Resource Land and 168.75 acres of Tier 2 Forest Resource Land. According to the 2016 Comprehensive Growth Management Plan for Clark County, both Tier 1 and Tier 2 Forest Resource Land designations apply to "those lands which have the physical characteristics that are capable of management for the long-term production of commercially significant forest products." Tier 1 designation is primarily applied to larger parcels and major industrial forestry landowners. The Forest-80 base zone implements Tier 1 designation, while the Forest-20 base zone implements Tier 2 designation. However, the Tier 1 Forest Resource Land on this project is already divided into 5-acre lots residential and Tier 2 lands have been divided into 20-acre lots. Because these lots were created prior to the State of Washington Growth Management Act, GMA Forest Resource Land Designations and the County's large-lot ordinance, they can be marketed for residential development. This project will prevent future development of the project site.

The project advances the goals of the Conservation Areas Acquisition Plan for Subarea East Fork Lewis River (upper). In particular, it adheres to the Plan's direction that "Priority projects include preserving aquatic, riparian and uplands on the main East Fork Lewis and Rock Creek to support the recovery of ESA-listed steelhead populations. Clark County and Forest Managers should continue to explore compatible strategies for sustaining forest resource lands in the upper East Fork Lewis River watershed." Additionally, the Richards project is just downstream of Columbia Land Trust's 50-acre permanently conserved Larwick property.

The project site supports a variety of high-quality habitat and water resource values. The project includes 0.64 miles of shoreline on the East Fork Lewis River and nearly 1.5 miles of shoreline on Rock Creek. The project also includes 6 perinneal ponds, 1 intermittent stream, and 1 Critical

PROPOSED DEVELOPMENT IMPROVEMENTS: None

PROPOSED USES ON SITE: Habitat protection

PROJECT PARTNERS:

- For purchase, list names:
 For use of site, list names:

TYPE OF INTEREST:

Warranty Deed: Easement: Columbia Land Trust

Other (please describe):

Project requires relocation of residents: Yes No

PROJECT COST:

Estimated Total Cost: \$1,732,500

Estimate Based on: Property value estimated at \$1,652,500 (50% of 2015 appraised value of \$3,305,000) plus transaction costs of \$30,000 and long-term stewardship costs of \$50,000

Will other agencies/groups contribute to project? Yes No

Name of Contributor: RCO WWRP Forestland Preservation (\$350,000), East Fork Lewis River Legacy Fund (\$50,000), Salmon Recovery Funding Board (\$350,000)

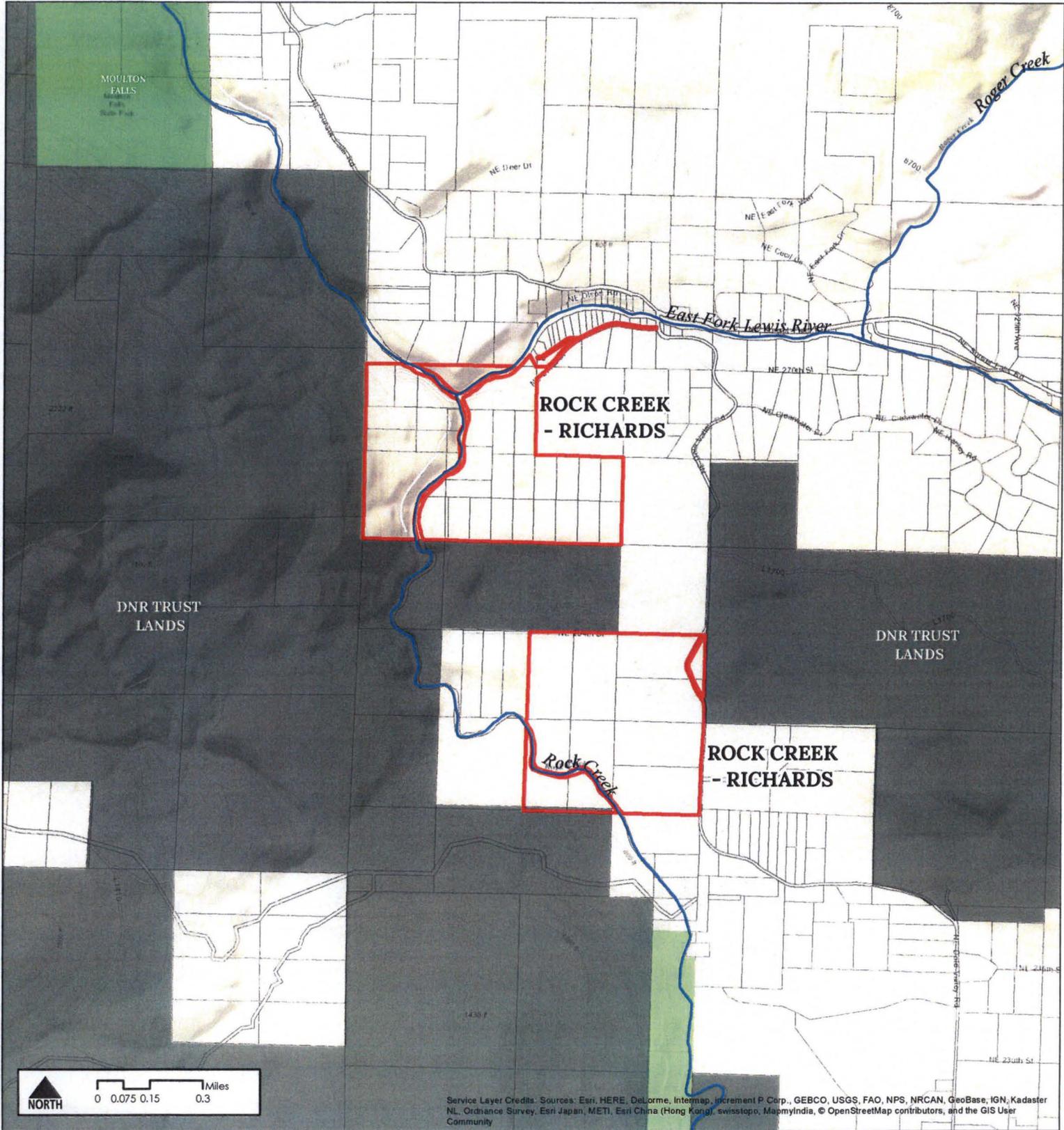
Amount of Contribution: see above

Total Estimated Request from Conservation Futures: \$982,500

- Attach separate sheet with all anticipated:
- Revenues for project, including donations, in-kind services, grants, partnerships, and other contributions
 - Expenses for project, including permits, fees, staff time,

PROJECT MAINTENANCE PLAN (brief summary of maintenance approach): Project site will be maintained as a working forest, employing sustainable harvest methods.







COLUMBIA LAND TRUST
EAST FORK LEWIS RIVER - OPTIMISTS
AGREEMENT FOR
CONSERVATION FUTURES FUNDING

APPENDIX A
AGREEMENT BETWEEN CLARK COUNTY AND COLUMBIA LAND TRUST
East Fork Lewis River - Optimists

I PURPOSE

This agreement sets forth the terms and conditions by which Clark County, Washington, hereafter referred to as County, shall provide funds from its Conservation Futures Account, pursuant to RCW 84.34.210 and Chapter 3.24 of the Clark County Code, to the Columbia Land Trust hereinafter identified as Land Trust, for the purpose of acquiring fee simple or lesser interest in open space, farm land, or timber land, as such are defined in RCW 84.34.020.

II AUTHORITY

This agreement by and between Clark County, Washington, and the Columbia Land Trust is authorized by Chapter 84.34 of the Revised Code of Washington.

III PROJECT DESCRIPTION

The Land Trust's application to County is part of this contract. The application is the Land Trust's notification of its intent to implement and manage this project in conformance with local and state goals and objectives. The project to be undertaken by the Land Trust, with funding assistance provided by Clark County, is summarized from the Land Trust's application as follows:

- A. Land Trust will acquire a conservation easement on approximately 43 acres of land to protect significant resources along the East Fork Lewis River.
- B. Acquisition facilitates continuing use of the property as a youth camp.

IV FUNDING OF PROJECT

Land Trust estimates the total cost of the conservation easement acquisition, under terms of this agreement is \$539,500. Land Trust requests that County pay \$339,500, or 61 percent of the total estimated project cost.

County recognizes, however, that this estimate, while made in good faith, may or may not represent fair market value as determined by standard professional appraisal procedures.

County agrees to pay \$339,500 or 61 percent of the total estimated project cost, whichever is less.

- A. Fair market value shall be determined utilizing professional appraisal procedures as set forth in subsections 1 through 5, below:
 - 1. Fair Market Value is established through professional appraisals.
 - 2. Appraisals are completed and approved by a real estate appraiser licensed in the state of Washington pursuant to 18.140 RCW.
 - 3. Review appraisals, when required by state or federal regulations or grant funding sources, or when determined advisable by County, shall be completed by a Member of the American Institute of Real Estate Appraisers (MAI) licensed in the state of Washington.
 - 4. Appraisal Reports and Reviews for acquisitions involving federal funding must be in compliance with the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA).
 - 5. For all other funding programs, appraisals meeting the current Uniform Standards of Professional Appraisal Practice (USPAP) publication are acceptable with the following exceptions:
 - a. Extraordinary Assumptions and Hypothetical Conditions must be clearly listed and justified in the appraisal report.
 - b. Appraisals must consider existing encumbrances.
 - c. The restricted format for reporting appraisals is not acceptable.
 - d. Appraisers must provide a specific point value rather than a value range.
 - e. Property owners are given an opportunity to accompany each appraiser during inspection of the property.

- B. Land Trust Completes Due Diligence Investigations:
 - 1. Land Trust orders and reviews a preliminary title report. Land Trust submits title report to County for review with the County Prosecuting Attorney.
 - 2. If no prior survey exists, Land Trust shall have a boundary survey of the property completed and a legal description of the property prepared.
 - 3. Land Trust shall prepare all required maps and exhibits, such as the Land and Water Conservation Fund 6(f)(3) map, for acquisitions involving federal funding based on the legal description of any easements or other encumbrances that may restrict use of the property.
 - 4. Acquisitions that may receive grant funding will meet all requirements of the anticipated funding sources.
 - 5. Land Trust shall invite County to participate in a site inspection, or series of site inspections, to determine that the property is suitable for the intended purpose.
 - a. Zoning is appropriate for the intended use.

- b. Necessary land use permits for the intended use are identified/verified.
 - c. Structures meet current building code requirements.
 - d. An Americans with Disabilities Act (ADA) and/or Outdoor Accessibility (USDOJ) assessment is completed.
6. Land Trust requires a hazardous materials questionnaire to be completed by the property owner:
- a. If deemed advisable by Land Trust or County, Land Trust shall cause a Phase I Environmental Site Assessment to be completed.
 - b. The format and content of Phase I ESA reports must be in general accordance with the American Society for Testing of Materials (ASTM) Standard Practice for Environmental Site Assessments including: Site Assessment Process E-1527-05 and the United States Environmental Protection Agency's (USEPA) standards for All Appropriate Inquiries (AAI) at 40 Code of Federal Regulations (CFR) Part 312.
- C. The cost of the appraisal, other due diligence studies and related administrative costs incurred by Land Trust may be reimbursed by County as components of the \$339,500, or 61% of total costs, whichever is less, requested by Land Trust, unless specifically authorized via a written amendment to this agreement. However, County funding contributions to this acquisition project including land costs and said incidental costs shall not exceed this limit.
- D. In the event fair market value exceeds the Land Trust's estimated project cost, the Board of County Councilors, at its discretion, may increase the approved funding allocation to cover fair market value of the property to be acquired. A written request to this effect should be submitted by Land Trust to the County Conservation Futures Program Manager, acting as program staff for the Board of Councilors. The request shall include a copy of the appraisal report and appraisal review. County program manager shall notify Land Trust of the Board's decision within 45 days of the receipt of the request, or as soon thereafter as is practicable, and a written amendment to this agreement shall be executed by the parties.

V LAND ACQUISITION COSTS EXCEEDING FAIR MARKET VALUE

County considers an appraisal complying with Section IV A to be an acceptable estimate of property value. The negotiation between a willing seller and a willing buyer may set a price that is higher than the appraisal, and this marketplace value may be considered along with the appraised value in establishing the reasonable limits of assistance.

If Land Trust believes that the negotiation price is a better indication of market value yet it is higher than the appraised value, a detailed and well-documented statement of this

difference must be submitted, together with a formal request for a cost increase. This statement must explain why the appraisal did not reflect the true value and what steps Land Trust took to establish the true value through acceptable appraisal technique.

VI STATEMENT OF DIFFERENCE IN VALUE

If the property is to be purchased for less than the approved fair market value, Land Trust must submit a letter to County signed by seller acknowledging that the seller was aware of the approved fair market value and that the seller's decision to sell at less than fair market value was made of his/her own free will.

VII REAL PROPERTY ACQUISITION PROCEDURES

Land Trust may designate Land Trust staff or a third party as the "Acquisition Specialist" that will assist with the acquisition of the subject property. A list of this individual's qualifications and credentials relating to real property acquisition shall be provided to the Conservation Futures Program Manager to assure the designated acquisition specialist is qualified to participate.

VIII CONTINGENCIES

The duty of County to pay out funds under this contract depends on:

- A. Strict compliance by Land Trust with the terms of this contract, and;
- B. Available funds in County's Conservation Futures Account.

IX ACQUISITION PERIOD

Land Trust shall have two years from the date this Agreement is approved by the Board of County Councilors to complete the project. The term of this project shall run from _____ to _____

The Board of County Councilors may extend the acquisition period at its discretion. To secure an extension, Land Trust shall send written notice to the Conservation Futures Program Manager, acting as program staff for the Board of Councilors, at least thirty days prior to the end of the acquisition period. The notice shall state the need for an extension and explain the reasons for the request. The program manager shall notify Land Trust of the Board's decision within thirty days of receipt of the request, or as soon thereafter as is practicable.

Any project that has not been completed within the acquisition period, and for which no extension has been granted, shall be considered withdrawn and allocated funds shall become available for other projects.

Land Trust agrees to notify the Conservation Futures Program Manager of any circumstances or events during the acquisition period (such as an owner indicating he is no longer a willing seller) which will cause the termination of efforts to acquire the subject property.

Land Trust, on forms provided, will advise Clark County at least once every six months of their acquisition progress.

Land Trust shall obtain, and submit for review by County, a title insurance policy for the acquired land. County shall review all easements, restrictions, and other encumbrances that appear in the policy to assure that they do not impact, to an excessively negative degree, the Conservation Futures purposes for which the land is to be acquired. Clark County will not release funds for land purchases until this requirement is met.

X DURATION OF INTERLOCAL AGREEMENT

This agreement shall remain in effect in perpetuity, except as otherwise provided for in the "Acquisition Period" section of this agreement.

XI RELATIONSHIP OF PARTIES

The Clark County Board of Councilors imposed the Conservation Futures levy to provide a reliable and predictable funding source to help acquire interest in open space, farm land, timber land, and certain classifications of park property. This project, however, is sponsored by the Land Trust and not Clark County. The purpose of this agreement is to provide Land Trust monetary assistance, which will enable it to complete the project described herein. In return for monetary assistance, County requires that a Deed of Right to the County, as shown in Appendix B, be recorded by Land Trust at closing of the acquisition to ensure that the acquired land is managed consistent with the purposes articulated in this agreement. County will not acquire any ownership interest in the subject property by virtue of this agreement, nor will County assume any responsibility for improving or managing the property.

Land Trust shall be responsible for the management of this project within the terms and conditions of this agreement. Furthermore, Clark County shall not become party to any contract between the Contracting Party and others by reason of having entered into this agreement.

XII OTHER ORGANIZATIONS

No separate legal or administrative entity shall be created by this agreement.

XIII PERFORMANCE

Land Trust agrees to manage the subject property in a manner consistent with the legislative declarations and objectives set forth in RCW 84.34.010-020 and RCW 84.34.200-250 and in Chapter 3.24 of the Clark County Code. Moreover, Land Trust recognizes that boards of county councilors are the only legislative authority empowered to impose the Conservation Futures levy and that the Board of Clark County Councilors, having done so, has the responsibility to assure proper use and administration of the Conservation Futures Fund and has a corresponding interest in the management of all properties acquired with the fund. Therefore, Land Trust shall include the following provisions in the easement:

- A. The property included within the easement boundary, and any improvements to said property, shall be kept safe and clean.
- B. Land Trust shall make reasonable effort to control nonconforming uses within the easement boundary, such as encroachments from adjacent properties or unauthorized recreational use.
- C. Sanitation and sanitary facilities within the easement boundary shall be maintained in accordance with applicable state and local public health standards.
- D. Land Trust shall submit to the Conservation Futures Program Manager any plans for improving the property within the easement boundary to assure statutory compliance and consistency with the Conservation Futures Project Application attached as Appendix _____. This does not apply to routine maintenance. Improvements that may be allowed under terms of the statute, the plans for which, in any event, should be submitted to the program manager, and may include, but are not limited to, picnic tables, viewpoints, rest areas, benches, restrooms, and parking lots. Work shall not commence until the Conservation Futures Program Manager has provided written approval or until 30 days after prior written notice of work is provided to the Conservation Futures Program Manager. Though County shall be given the opportunity to review plans for improvements, this should not be construed to mean that County shall participate in the funding of improvements.
- E. Land Trust shall submit to the Conservation Futures Program Manager any proposals for lease-back agreements affecting the easement area, as provided in RCW 84.34.210, easements, rights-of-way, or other conditions or restrictions which limit the use of or alter the character of the subject property. Any such proposal shall be reviewed for statutory compliance and consistency with proposed plans and uses as stated in Land Trust's project application at the time of funding approval. Land Trust shall not conclude any such agreement without written consent of the Conservation Futures

Program Manager.

- F. The property shall be kept open for public use at reasonable hours and times of year. County recognizes, however, that appropriate hours may vary considerably depending on the type of interest that has been acquired, and the existence of leaseback or other agreements that might properly limit public access.
- G. The property shall be open for the use of all segments of the public without restriction because of the race creed, color, sex, religion, national origin or residence of the user.
- H. Roads, trails, tables, benches, and other improvements in the easement area shall be kept in reasonable repair throughout their estimated lifetime, as to prevent undue deterioration that would discourage public use.
- I. Land Trust will make all reasonable efforts to ensure the operation and maintenance of the youth facility is in accordance with all applicable federal, state, and local laws and regulations.

XIV USER FEES AND CHARGES

User or other types of fees may be charged in connection with areas that are the subject matter of this contract, provided that the fees and charges are commensurate with the value of recreation services or opportunities furnished and are within the prevailing range of public fees and charges within the state for the particular activity involved.

XV CONVERSION

Land Trust for and in consideration of monies coming in whole or in part from Clark County's Conservation Futures Fund, shall record a Deed of Right to County upon closing, and dedicate the property to be acquired under terms of this agreement in perpetuity for the public's use and enjoyment and to promote the purposes of Conservation Futures.

The Land Trust will not make or permit to be made any use of the real property described in this agreement, or any part of it, which is inconsistent with those chapters of the Clark County Code and Revised Code of Washington that govern the use of Conservation Futures funds, or any use which is inconsistent with the purposes and improvements as described in Land Trust's project application at the time of funding approval, unless the Board of Clark County Councilors consents to the inconsistent use. County shall approve any such conversion only upon conditions where Land Trust can assure it will acquire substitute properties which are of equal or greater value at the time of conversion, which, to the extent feasible, are equivalent in usefulness and

location, and which also meet the goals and objectives of the Conservation Futures Program.

XVI REMEDIES

In the event the Land Trust fails to comply with any or all of its obligations under this agreement, County stipulates that specific performance shall be the remedy preferred by County.

The remedy of specific performance shall not be the sole remedy and does not serve to exclude any and all other remedies available to County. County may choose to exercise any and all other remedies available, together with, or as an alternative to, specific performance, at the option of County.

XVII REPORTS AND INSPECTIONS

Land Trust, in cooperation with the Conservation Futures Program Manager, shall prepare a final report upon completion of this project or its early termination for presentation to the Board of Clark County Councilors. The report shall include a final accounting of all expenditures and a description of the work accomplished. If the project is terminated early, the report shall provide a full explanation of the reasons for not completing the project. Land Trust also agrees to provide interim status reports to the Conservation Futures Program Manager every six months during the acquisition period.

Property and improvements acquired under terms of this agreement shall be available for inspection by the Conservation Futures Program Manager, or his designee, upon request. As a matter routine, Clark County shall conduct an on-site inspection approximately once a year to assure that the property is being operated, maintained, and used in accordance with this Contract.

XVIII ASSIGNMENT

This agreement shall not be assignable in whole or in part by the Land Trust except with the express written consent of the Board of Clark County Councilors.

XIX HOLD HARMLESS

Land Trust agrees to defend and hold harmless Clark County, Washington, the Board of Clark County Councilors and any employees thereof from any and all suits at law or equity or claims or demands, or any loss of any nature, including but not limited to costs and attorneys' fees, suffered, or alleged to be suffered, on the premises, or arising out of management of the conservation easement.

XX NOTICES

Any notices, requests, consents, approvals, and other communications shall be in writing and shall be deemed to have been sufficiently given for all purposes when delivered or mailed by first class postage or certified mail, postage prepaid, addressed as follows:

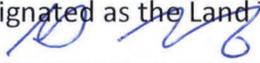
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TO: Conservation Futures Program Manager
Clark County Public Works Department
Parks and Lands Division
4700 NE 78th Street
Vancouver, Washington 98665

B. Notice to the Columbia Land Trust

TO: Alice Williamson
Conservation Lead
850 Officers' Row
Vancouver, WA 98661

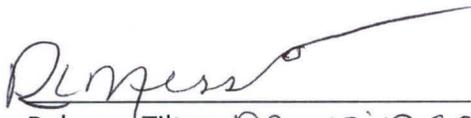
Alice Williamson serves in the capacity of Conservation Lead for the Land Trust and has been designated as the Land Trust's liaison officer for the purposes of this agreement.

Attest: 

Glenn Lamb, Executive Director

ADOPTED this 27th day of Feb., 2018.

ATTEST:



Rebecca Tilton Messinger
Clerk to the Board

APPROVED AS TO FORM, ONLY
Anthony F. Golik
Prosecuting Attorney

By: 
Amanda Migchelbrink
Deputy Civil Prosecutor



BOARD OF COUNTY COUNCILORS
FOR CLARK COUNTY, WASHINGTON

By: 
Marc Boldt, Chair

By: _____
Jeanne Steward, Councilor

By: _____
Julie Olson, Councilor

By: _____
John Blom, Councilor

By: _____
Eileen Quiring, Councilor

COLUMBIA LAND TRUST

By: 
Glenn Lamb, Executive Director

DEED OF RIGHT

For Public Use of Land Acquired Under the Clark County Conservation Futures Program

The Columbia Land Trust, for and in consideration of monies coming in whole or in part from the Conservation Futures Account, as established by Chapter 3.24 of the Clark County Code, and in fulfillment of terms contained in the Agreement identified below, conveys and grants to Clark County, Washington, individually and as the representative of all the people of Clark County, the right to use the real property described below forever for those purposes described in the Agreement signed by the Columbia Land Trust on the _____ day of _____ and by Clark County on the 27th day of Feb., 2018, and which is entitled East Fork Lewis River - optimists

Columbia Land Trust will not make or permit to be made any use of the real property described in its real property interest, or any part of it, which is inconsistent with those chapters of the Clark County Code and Revised Code of Washington that govern the use of Conservation Futures Funds, or any use which is inconsistent with the purposes and improvements as described in the Land Trust's project application at the time of funding approval, unless the Board of Clark County Councilors consents to the inconsistent use. Clark County shall approve any such conversion only upon conditions where the Land Trust can assure it will acquire at least an equivalent real property interest in substitute properties which are of equal or greater value at the time of conversion, which, to the extent feasible, are equivalent in usefulness and location, and which also meet the goals and objectives of the Conservation Futures Program.

The real property covered by this deed is described in Exhibit A attached hereto and is incorporated by this reference.

This deed shall in no way modify or extinguish the functions of the signatory parties under the terms and conditions set forth in the aforementioned Agreement.

Dated this _____ day of _____

Executive Director of Columbia Land Trust- _____
Glenn Lamb

Approved as to Form, Only
Anthony F. Golik
Prosecuting Attorney

BY Amanda Migchelbrink Attest: Rebecca Tilton Messinger
Amanda Migchelbrink Rebecca Tilton Messinger
Deputy Civil Prosecutor Clerk to the Board

COLUMBIA LAND TRUST
EAST FORK LEWIS RIVER - OPTIMISTS
APPLICATION FOR
CONSERVATION FUTURES FUNDING - 2017



proud past, promising future

CLARK COUNTY
WASHINGTON

Conservation Futures Project Application / Summary FUNDING CYCLE 2017

SUBMITTAL DATE: May 31, 2017

PROJECT NAME: East Fork Lewis River - Optimists

SPONSOR INFORMATION

Organization Name: Columbia Land Trust

Agency Address: 850 Officers Row

Agency Jurisdiction:

Contact Name: Alice Williamson

Contact Phone: 360-213-1207

Contact E-Mail Address: awilliamson@columbialandtrust.org

PROJECT LOCATION

Property Address(es): 28419 NE Potter Rd Battle Ground, WA 98604

Tax Identification Number(s): 224078000, 224081000, 226095000 (road)

Major Street / Intersection Nearest Property Access Point: 28419 NE Potter Rd Battle Ground, WA 98604

Property Description (type of land use): forestland, youth camp

Section: 14 and 23 Township: 4N Range: 2EWM

EXISTING CONDITIONS

Number of Parcels: 3 (1 is a private road)

Addition:

Total Project Acres: 43

Zoning Classification(s): R-5

Existing Structures/Facilities (No. / Type): bunkhouse, kitchen (no running water), 2 covered picnic area, several fire pits/rings

Current use: youth camp

Watershed Name: East Fork Lewis River

Waterfront Access and type: direct river front access

Body of Water: East Fork Lewis River

Shoreline (lineal ft.): Roughly 1,625 lineal ft on East Fork Lewis River

Historical / Cultural Features:

Owner Tidelands/Shorelands:

Active Agriculture; Currently leased for agriculture

Conservation Futures Program – Department of Public Works, Parks and Lands Division
1300 Franklin St., PO Box 9810, Vancouver, WA 98666-9810 (360) 397-6118



For other formats, contact the Clark County ADA Office: **Voice** (360) 397-2322; **Relay** 711 or (800) 833-6388; **Fax** (360) 397-6165; **E-mail** ADA@clark.wa.gov.

Threatened / Endangered species present: Lower Columbia River Steelhead Critical Habitat

Utilities on property (list all known): Electrical

Potable water available on site: Well; Water Service; Is there a water right?

SITE DESCRIPTION (Discuss physical characteristics of proposed acquisition):

This project will conserve 43 acres of forestland and recreational use property on the East Fork Lewis River under high threat for development. The project site includes high quality habitat and resource values. The East Fork Lewis River supports populations of four populations of salmonids (Chinook, chum, coho and steelhead) that have been listed under the federal Endangered Species Act.

The project advances the goals of the Conservation Areas Acquisition Plan for Subarea East Fork Lewis River (lower). In particular, it adheres to the Plan's direction that the County work with partners to "preserve, restore and enhance aquatic and riparian habitats for all populations of ESA-listed salmon, as well as other fish and wildlife – including migratory waterfowl." The entirety of the site lies within High Value Conservation Lands designated by the Plan. Roughly 75% of this property is in the Riparian and Non-riparian Habitat Conservation Area.

The current owner, Optimist Club of Vancouver, is facing decreasing membership based and reduced revenues. The Optimist property is adjacent to Clark County's Lewisville Park property. The Optimist Club wants to continue operating the property as a recreational camp. Public access for youth camp activities is permitted for a small, refundable fee.

PROPOSED DEVELOPMENT IMPROVEMENTS: None

PROPOSED USES ON SITE: Habitat protection, recreation

PROJECT PARTNERS:

For purchase, list names:

For use of site, list names:

TYPE OF INTEREST:

Warranty Deed: Easement: Columbia Land Trust

Other (please describe):

Project requires relocation of residents: Yes No

PROJECT COST:

Estimated Total Cost: \$539,500



Estimate Based on: Conservation easement value estimated at \$479,500 (70% of assessed value of \$685,000) plus transaction costs of \$20,000 and long-term property management and stewardship costs of \$40,000

Will other agencies/groups contribute to project? Yes No

Name of Contributor: Optimist Club of Vancouver

Amount of Contribution: \$200,000 in-kind donation of land

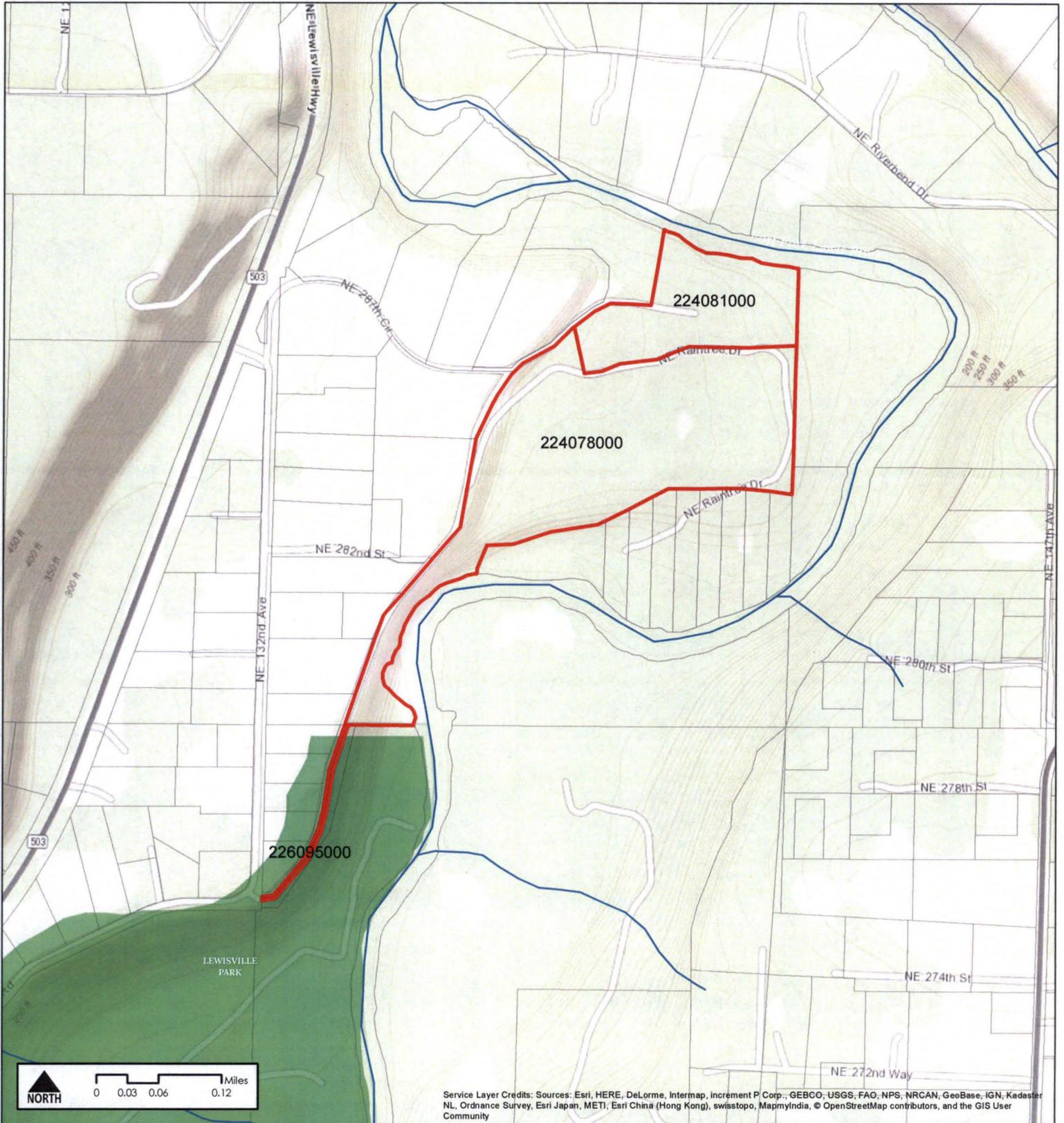
Total Estimated Request from Conservation Futures: \$339,500

Attach separate sheet with all anticipated:

- Revenues for project, including donations, in-kind services, grants, partnerships, and other contributions
- Expenses for project, including permits, fees, staff time,

PROJECT MAINTENANCE PLAN (brief summary of maintenance approach): Project site will be used for habitat conservation and recreation.







APPENDIX A
AGREEMENT BETWEEN CLARK COUNTY AND COLUMBIA LAND TRUST
East Fork Lewis River - Optimists

I PURPOSE

This agreement sets forth the terms and conditions by which Clark County, Washington, hereafter referred to as County, shall provide funds from its Conservation Futures Account, pursuant to RCW 84.34.210 and Chapter 3.24 of the Clark County Code, to the Columbia Land Trust hereinafter identified as Land Trust, for the purpose of acquiring fee simple or lesser interest in open space, farm land, or timber land, as such are defined in RCW 84.34.020.

II AUTHORITY

This agreement by and between Clark County, Washington, and the Columbia Land Trust is authorized by Chapter 84.34 of the Revised Code of Washington.

III PROJECT DESCRIPTION

The Land Trust's application to County is part of this contract. The application is the Land Trust's notification of its intent to implement and manage this project in conformance with local and state goals and objectives. The project to be undertaken by the Land Trust, with funding assistance provided by Clark County, is summarized from the Land Trust's application as follows:

- A. Land Trust will acquire a conservation easement on approximately 43 acres of land to protect significant resources along the East Fork Lewis River.
- B. Acquisition facilitates continuing use of the property as a youth camp.

IV FUNDING OF PROJECT

Land Trust estimates the total cost of the conservation easement acquisition, under terms of this agreement is \$539,500. Land Trust requests that County pay \$339,500, or 61 percent of the total estimated project cost.

County recognizes, however, that this estimate, while made in good faith, may or may not represent fair market value as determined by standard professional appraisal procedures.

County agrees to pay \$339,500 or 61 percent of the total estimated project cost, whichever is less.

- A. Fair market value shall be determined utilizing professional appraisal procedures as set forth in subsections 1 through 5, below:
 - 1. Fair Market Value is established through professional appraisals.
 - 2. Appraisals are completed and approved by a real estate appraiser licensed in the state of Washington pursuant to 18.140 RCW.
 - 3. Review appraisals, when required by state or federal regulations or grant funding sources, or when determined advisable by County, shall be completed by a Member of the American Institute of Real Estate Appraisers (MAI) licensed in the state of Washington.
 - 4. Appraisal Reports and Reviews for acquisitions involving federal funding must be in compliance with the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA).
 - 5. For all other funding programs, appraisals meeting the current Uniform Standards of Professional Appraisal Practice (USPAP) publication are acceptable with the following exceptions:
 - a. Extraordinary Assumptions and Hypothetical Conditions must be clearly listed and justified in the appraisal report.
 - b. Appraisals must consider existing encumbrances.
 - c. The restricted format for reporting appraisals is not acceptable.
 - d. Appraisers must provide a specific point value rather than a value range.
 - e. Property owners are given an opportunity to accompany each appraiser during inspection of the property.

- B. Land Trust Completes Due Diligence Investigations:
 - 1. Land Trust orders and reviews a preliminary title report. Land Trust submits title report to County for review with the County Prosecuting Attorney.
 - 2. If no prior survey exists, Land Trust shall have a boundary survey of the property completed and a legal description of the property prepared.
 - 3. Land Trust shall prepare all required maps and exhibits, such as the Land and Water Conservation Fund 6(f)(3) map, for acquisitions involving federal funding based on the legal description of any easements or other encumbrances that may restrict use of the property.
 - 4. Acquisitions that may receive grant funding will meet all requirements of the anticipated funding sources.
 - 5. Land Trust shall invite County to participate in a site inspection, or series of site inspections, to determine that the property is suitable for the intended purpose.
 - a. Zoning is appropriate for the intended use.

- b. Necessary land use permits for the intended use are identified/verified.
 - c. Structures meet current building code requirements.
 - d. An Americans with Disabilities Act (ADA) and/or Outdoor Accessibility (USDOJ) assessment is completed.
 - 6. Land Trust requires a hazardous materials questionnaire to be completed by the property owner:
 - a. If deemed advisable by Land Trust or County, Land Trust shall cause a Phase I Environmental Site Assessment to be completed.
 - b. The format and content of Phase I ESA reports must be in general accordance with the American Society for Testing of Materials (ASTM) Standard Practice for Environmental Site Assessments including: Site Assessment Process E-1527-05 and the United States Environmental Protection Agency's (USEPA) standards for All Appropriate Inquiries (AAI) at 40 Code of Federal Regulations (CFR) Part 312.
- C. The cost of the appraisal, other due diligence studies and related administrative costs incurred by Land Trust may be reimbursed by County as components of the \$339,500, or 61% of total costs, whichever is less, requested by Land Trust, unless specifically authorized via a written amendment to this agreement. However, County funding contributions to this acquisition project including land costs and said incidental costs shall not exceed this limit.
- D. In the event fair market value exceeds the Land Trust's estimated project cost, the Board of County Councilors, at its discretion, may increase the approved funding allocation to cover fair market value of the property to be acquired. A written request to this effect should be submitted by Land Trust to the County Conservation Futures Program Manager, acting as program staff for the Board of Councilors. The request shall include a copy of the appraisal report and appraisal review. County program manager shall notify Land Trust of the Board's decision within 45 days of the receipt of the request, or as soon thereafter as is practicable, and a written amendment to this agreement shall be executed by the parties.

V LAND ACQUISITION COSTS EXCEEDING FAIR MARKET VALUE

County considers an appraisal complying with Section IV A to be an acceptable estimate of property value. The negotiation between a willing seller and a willing buyer may set a price that is higher than the appraisal, and this marketplace value may be considered along with the appraised value in establishing the reasonable limits of assistance.

If Land Trust believes that the negotiation price is a better indication of market value yet it is higher than the appraised value, a detailed and well-documented statement of this

difference must be submitted, together with a formal request for a cost increase. This statement must explain why the appraisal did not reflect the true value and what steps Land Trust took to establish the true value through acceptable appraisal technique.

VI STATEMENT OF DIFFERENCE IN VALUE

If the property is to be purchased for less than the approved fair market value, Land Trust must submit a letter to County signed by seller acknowledging that the seller was aware of the approved fair market value and that the seller's decision to sell at less than fair market value was made of his/her own free will.

VII REAL PROPERTY ACQUISITION PROCEDURES

Land Trust may designate Land Trust staff or a third party as the "Acquisition Specialist" that will assist with the acquisition of the subject property. A list of this individual's qualifications and credentials relating to real property acquisition shall be provided to the Conservation Futures Program Manager to assure the designated acquisition specialist is qualified to participate.

VIII CONTINGENCIES

The duty of County to pay out funds under this contract depends on:

- A. Strict compliance by Land Trust with the terms of this contract, and;
- B. Available funds in County's Conservation Futures Account.

IX ACQUISITION PERIOD

Land Trust shall have two years from the date this Agreement is approved by the Board of County Councilors to complete the project. The term of this project shall run from _____ to _____

The Board of County Councilors may extend the acquisition period at its discretion. To secure an extension, Land Trust shall send written notice to the Conservation Futures Program Manager, acting as program staff for the Board of Councilors, at least thirty days prior to the end of the acquisition period. The notice shall state the need for an extension and explain the reasons for the request. The program manager shall notify Land Trust of the Board's decision within thirty days of receipt of the request, or as soon thereafter as is practicable.

Any project that has not been completed within the acquisition period, and for which no extension has been granted, shall be considered withdrawn and allocated funds shall become available for other projects.

Land Trust agrees to notify the Conservation Futures Program Manager of any circumstances or events during the acquisition period (such as an owner indicating he is no longer a willing seller) which will cause the termination of efforts to acquire the subject property.

Land Trust, on forms provided, will advise Clark County at least once every six months of their acquisition progress.

Land Trust shall obtain, and submit for review by County, a title insurance policy for the acquired land. County shall review all easements, restrictions, and other encumbrances that appear in the policy to assure that they do not impact, to an excessively negative degree, the Conservation Futures purposes for which the land is to be acquired. Clark County will not release funds for land purchases until this requirement is met.

X DURATION OF INTERLOCAL AGREEMENT

This agreement shall remain in effect in perpetuity, except as otherwise provided for in the "Acquisition Period" section of this agreement.

XI RELATIONSHIP OF PARTIES

The Clark County Board of Councilors imposed the Conservation Futures levy to provide a reliable and predictable funding source to help acquire interest in open space, farm land, timber land, and certain classifications of park property. This project, however, is sponsored by the Land Trust and not Clark County. The purpose of this agreement is to provide Land Trust monetary assistance, which will enable it to complete the project described herein. In return for monetary assistance, County requires that a Deed of Right to the County, as shown in Appendix B, be recorded by Land Trust at closing of the acquisition to ensure that the acquired land is managed consistent with the purposes articulated in this agreement. County will not acquire any ownership interest in the subject property by virtue of this agreement, nor will County assume any responsibility for improving or managing the property.

Land Trust shall be responsible for the management of this project within the terms and conditions of this agreement. Furthermore, Clark County shall not become party to any contract between the Contracting Party and others by reason of having entered into this agreement.

XII OTHER ORGANIZATIONS

No separate legal or administrative entity shall be created by this agreement.

XIII PERFORMANCE

Land Trust agrees to manage the subject property in a manner consistent with the legislative declarations and objectives set forth in RCW 84.34.010-020 and RCW 84.34.200-250 and in Chapter 3.24 of the Clark County Code. Moreover, Land Trust recognizes that boards of county councilors are the only legislative authority empowered to impose the Conservation Futures levy and that the Board of Clark County Councilors, having done so, has the responsibility to assure proper use and administration of the Conservation Futures Fund and has a corresponding interest in the management of all properties acquired with the fund. Therefore, Land Trust shall include the following provisions in the easement:

- A. The property included within the easement boundary, and any improvements to said property, shall be kept safe and clean.
- B. Land Trust shall make reasonable effort to control nonconforming uses within the easement boundary, such as encroachments from adjacent properties or unauthorized recreational use.
- C. Sanitation and sanitary facilities within the easement boundary shall be maintained in accordance with applicable state and local public health standards.
- D. Land Trust shall submit to the Conservation Futures Program Manager any plans for improving the property within the easement boundary to assure statutory compliance and consistency with the Conservation Futures Project Application attached as Appendix _____. This does not apply to routine maintenance. Improvements that may be allowed under terms of the statute, the plans for which, in any event, should be submitted to the program manager, and may include, but are not limited to, picnic tables, viewpoints, rest areas, benches, restrooms, and parking lots. Work shall not commence until the Conservation Futures Program Manager has provided written approval or until 30 days after prior written notice of work is provided to the Conservation Futures Program Manager. Though County shall be given the opportunity to review plans for improvements, this should not be construed to mean that County shall participate in the funding of improvements.
- E. Land Trust shall submit to the Conservation Futures Program Manager any proposals for lease-back agreements affecting the easement area, as provided in RCW 84.34.210, easements, rights-of-way, or other conditions or restrictions which limit the use of or alter the character of the subject property. Any such proposal shall be reviewed for statutory compliance and consistency with proposed plans and uses as stated in Land Trust's project application at the time of funding approval. Land Trust shall not conclude any such agreement without written consent of the Conservation Futures

Program Manager.

- F. The property shall be kept open for public use at reasonable hours and times of year. County recognizes, however, that appropriate hours may vary considerably depending on the type of interest that has been acquired, and the existence of leaseback or other agreements that might properly limit public access.
- G. The property shall be open for the use of all segments of the public without restriction because of the race creed, color, sex, religion, national origin or residence of the user.
- H. Roads, trails, tables, benches, and other improvements in the easement area shall be kept in reasonable repair throughout their estimated lifetime, as to prevent undue deterioration that would discourage public use.
- I. Land Trust will make all reasonable efforts to ensure the operation and maintenance of the youth facility is in accordance with all applicable federal, state, and local laws and regulations.

XIV USER FEES AND CHARGES

User or other types of fees may be charged in connection with areas that are the subject matter of this contract, provided that the fees and charges are commensurate with the value of recreation services or opportunities furnished and are within the prevailing range of public fees and charges within the state for the particular activity involved.

XV CONVERSION

Land Trust for and in consideration of monies coming in whole or in part from Clark County's Conservation Futures Fund, shall record a Deed of Right to County upon closing, and dedicate the property to be acquired under terms of this agreement in perpetuity for the public's use and enjoyment and to promote the purposes of Conservation Futures.

The Land Trust will not make or permit to be made any use of the real property described in this agreement, or any part of it, which is inconsistent with those chapters of the Clark County Code and Revised Code of Washington that govern the use of Conservation Futures funds, or any use which is inconsistent with the purposes and improvements as described in Land Trust's project application at the time of funding approval, unless the Board of Clark County Councilors consents to the inconsistent use. County shall approve any such conversion only upon conditions where Land Trust can assure it will acquire substitute properties which are of equal or greater value at the time of conversion, which, to the extent feasible, are equivalent in usefulness and

location, and which also meet the goals and objectives of the Conservation Futures Program.

XVI REMEDIES

In the event the Land Trust fails to comply with any or all of its obligations under this agreement, County stipulates that specific performance shall be the remedy preferred by County.

The remedy of specific performance shall not be the sole remedy and does not serve to exclude any and all other remedies available to County. County may choose to exercise any and all other remedies available, together with, or as an alternative to, specific performance, at the option of County.

XVII REPORTS AND INSPECTIONS

Land Trust, in cooperation with the Conservation Futures Program Manager, shall prepare a final report upon completion of this project or its early termination for presentation to the Board of Clark County Councilors. The report shall include a final accounting of all expenditures and a description of the work accomplished. If the project is terminated early, the report shall provide a full explanation of the reasons for not completing the project. Land Trust also agrees to provide interim status reports to the Conservation Futures Program Manager every six months during the acquisition period.

Property and improvements acquired under terms of this agreement shall be available for inspection by the Conservation Futures Program Manager, or his designee, upon request. As a matter routine, Clark County shall conduct an on-site inspection approximately once a year to assure that the property is being operated, maintained, and used in accordance with this Contract.

XVIII ASSIGNMENT

This agreement shall not be assignable in whole or in part by the Land Trust except with the express written consent of the Board of Clark County Councilors.

XIX HOLD HARMLESS

Land Trust agrees to defend and hold harmless Clark County, Washington, the Board of Clark County Councilors and any employees thereof from any and all suits at law or equity or claims or demands, or any loss of any nature, including but not limited to costs and attorneys' fees, suffered, or alleged to be suffered, on the premises, or arising out of management of the conservation easement.

XX NOTICES

Any notices, requests, consents, approvals, and other communications shall be in writing and shall be deemed to have been sufficiently given for all purposes when delivered or mailed by first class postage or certified mail, postage prepaid, addressed as follows:

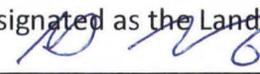
A. Notice to Clark County

TO: Conservation Futures Program Manager
Clark County Public Works Department
Parks and Lands Division
4700 NE 78th Street
Vancouver, Washington 98665

B. Notice to the Columbia Land Trust

TO: Alice Williamson
Conservation Lead
850 Officers' Row
Vancouver, WA 98661

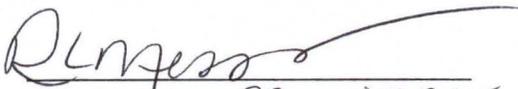
Alice Williamson serves in the capacity of Conservation Lead for the Land Trust and has been designated as the Land Trust's liaison officer for the purposes of this agreement.

Attest: 

Glenn Lamb, Executive Director

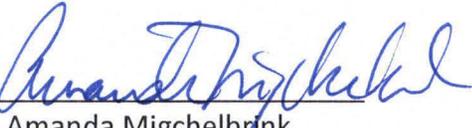
ADOPTED this 27th day of Feb., 2018.

ATTEST:



Rebecca Tilton
Clerk to the Board

APPROVED AS TO FORM, ONLY
Anthony F. Golik
Prosecuting Attorney

By: 
Amanda Migchelbrink
Deputy Civil Prosecutor



BOARD OF COUNTY COUNCILORS
FOR CLARK COUNTY, WASHINGTON

By: 
Mare Boldt, Chair

By: _____
Jeanne Steward, Councilor

By: _____
Julie Olson, Councilor

By: _____
John Blom, Councilor

By: _____
Eileen Quiring, Councilor

COLUMBIA LAND TRUST

By: 
Glenn Lamb, Executive Director

DEED OF RIGHT

For Public Use of Land Acquired Under the Clark County Conservation Futures Program

The Columbia Land Trust, for and in consideration of monies coming in whole or in part from the Conservation Futures Account, as established by Chapter 3.24 of the Clark County Code, and in fulfillment of terms contained in the Agreement identified below, conveys and grants to Clark County, Washington, individually and as the representative of all the people of Clark County, the right to use the real property described below forever for those purposes described in the Agreement signed by the Columbia Land Trust on the _____ day of _____ and by Clark County on the 27th day of Feb., 2018, and which is entitled East Fork Lewis River - Optimists.

Columbia Land Trust will not make or permit to be made any use of the real property described in its real property interest, or any part of it, which is inconsistent with those chapters of the Clark County Code and Revised Code of Washington that govern the use of Conservation Futures Funds, or any use which is inconsistent with the purposes and improvements as described in the Land Trust's project application at the time of funding approval, unless the Board of Clark County Councilors consents to the inconsistent use. Clark County shall approve any such conversion only upon conditions where the Land Trust can assure it will acquire at least an equivalent real property interest in substitute properties which are of equal or greater value at the time of conversion, which, to the extent feasible, are equivalent in usefulness and location, and which also meet the goals and objectives of the Conservation Futures Program.

The real property covered by this deed is described in Exhibit A attached hereto and is incorporated by this reference.

This deed shall in no way modify or extinguish the functions of the signatory parties under the terms and conditions set forth in the aforementioned Agreement.

Dated this _____ day of _____

Executive Director of Columbia Land Trust- _____
Glenn Lamb

Approved as to Form, Only
Anthony F. Golik
Prosecuting Attorney

BY Amanda Migchelbrink
Amanda Migchelbrink
Deputy Civil Prosecutor

Attest: Rebecca Tilton Messinger
Rebecca Tilton Messinger
Clerk to the Board

COLUMBIA LAND TRUST
EAST FORK LEWIS RIVER - OPTIMISTS
APPLICATION FOR
CONSERVATION FUTURES FUNDING - 2017



proud past, promising future

CLARK COUNTY
WASHINGTON

Conservation Futures Project Application / Summary

FUNDING CYCLE 2017

SUBMITTAL DATE: May 31, 2017

PROJECT NAME: East Fork Lewis River - Optimists

SPONSOR INFORMATION

Organization Name: Columbia Land Trust

Agency Address: 850 Officers Row

Agency Jurisdiction:

Contact Name: Alice Williamson

Contact Phone: 360-213-1207

Contact E-Mail Address: awilliamson@columbialandtrust.org

PROJECT LOCATION

Property Address(es): 28419 NE Potter Rd Battle Ground, WA 98604

Tax Identification Number(s): 224078000, 224081000, 226095000 (road)

Major Street / Intersection Nearest Property Access Point: 28419 NE Potter Rd Battle Ground, WA 98604

Property Description (type of land use): forestland, youth camp

Section: 14 and 23 Township: 4N Range: 2EWM

EXISTING CONDITIONS

Number of Parcels: 3 (1 is a private road)

Addition: Total Project Acres: 43

Zoning Classification(s): R-5

Existing Structures/Facilities (No. / Type): bunkhouse, kitchen (no running water), 2 covered picnic area, several fire pits/rings

Current use: youth camp

- Watershed Name: East Fork Lewis River
- Waterfront Access and type: direct river front access
- Body of Water: East Fork Lewis River
- Shoreline (lineal ft.): Roughly 1,625 lineal ft on East Fork Lewis River
- Historical / Cultural Features:
- Owner Tidelands/Shorelands:
- Active Agriculture; Currently leased for agriculture



Threatened / Endangered species present: Lower Columbia River Steelhead Critical Habitat

Utilities on property (list all known): Electrical

Potable water available on site: Well; Water Service; Is there a water right?

SITE DESCRIPTION (Discuss physical characteristics of proposed acquisition):

This project will conserve 43 acres of forestland and recreational use property on the East Fork Lewis River under high threat for development. The project site includes high quality habitat and resource values. The East Fork Lewis River supports populations of four populations of salmonids (Chinook, chum, coho and steelhead) that have been listed under the federal Endangered Species Act.

The project advances the goals of the Conservation Areas Acquisition Plan for Subarea East Fork Lewis River (lower). In particular, it adheres to the Plan's direction that the County work with partners to "preserve, restore and enhance aquatic and riparian habitats for all populations of ESA-listed salmon, as well as other fish and wildlife – including migratory waterfowl." The entirety of the site lies within High Value Conservation Lands designated by the Plan. Roughly 75% of this property is in the Riparian and Non-riparian Habitat Conservation Area.

The current owner, Optimist Club of Vancouver, is facing decreasing membership based and reduced revenues. The Optimist property is adjacent to Clark County's Lewisville Park property. The Optimist Club wants to continue operating the property as a recreational camp. Public access for youth camp activities is permitted for a small, refundable fee.

PROPOSED DEVELOPMENT IMPROVEMENTS: None

PROPOSED USES ON SITE: Habitat protection, recreation

PROJECT PARTNERS:

For purchase, list names:

For use of site, list names:

TYPE OF INTEREST:

Warranty Deed: Easement: Columbia Land Trust

Other (please describe):

Project requires relocation of residents: Yes No

PROJECT COST:

Estimated Total Cost: \$539,500



Estimate Based on: Conservation easement value estimated at \$479,500 (70% of assessed value of \$685,000) plus transaction costs of \$20,000 and long-term property management and stewardship costs of \$40,000

Will other agencies/groups contribute to project? Yes No

Name of Contributor: Optimist Club of Vancouver

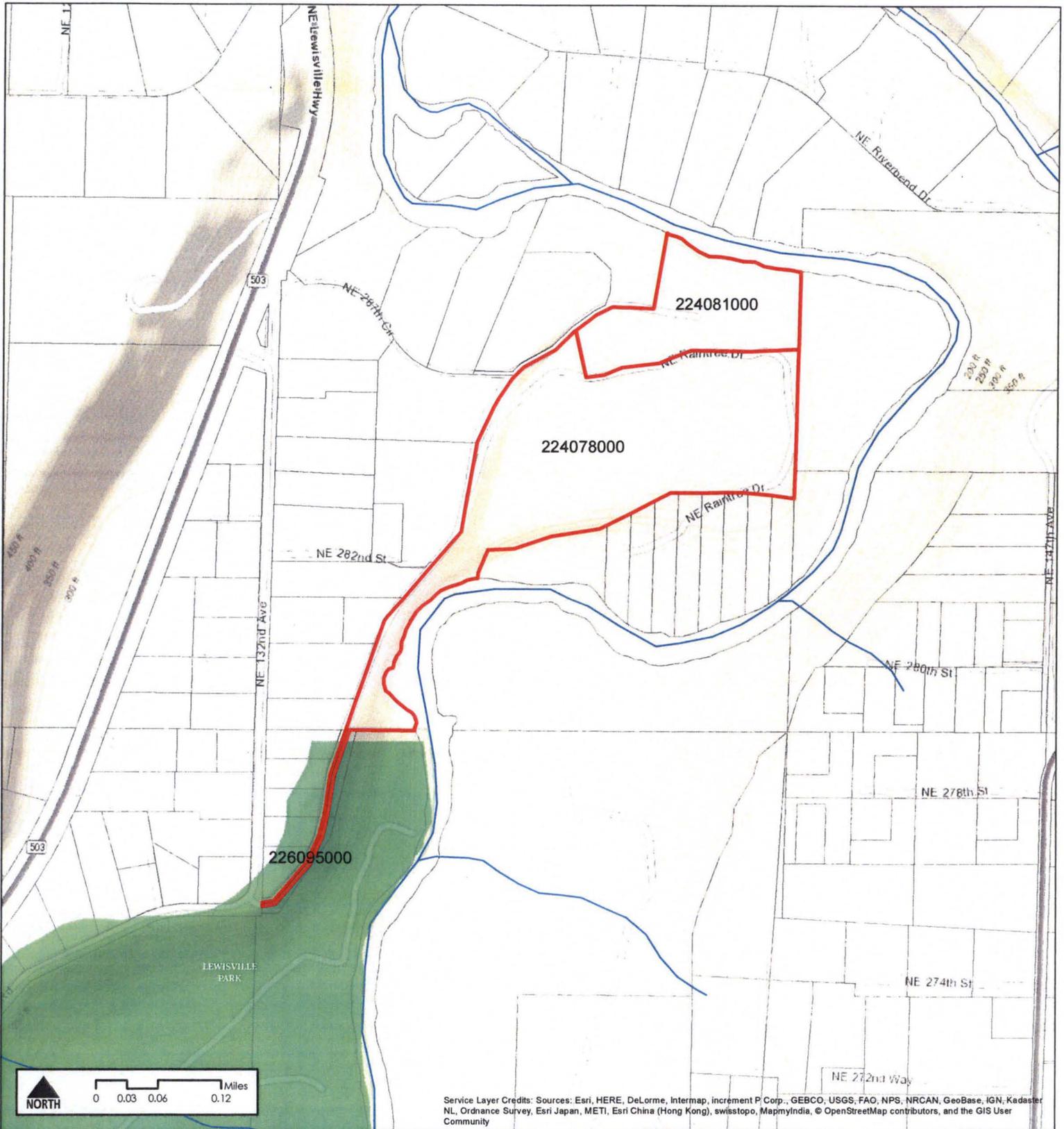
Amount of Contribution: \$200,000 in-kind donation of land

Total Estimated Request from Conservation Futures: \$339,500

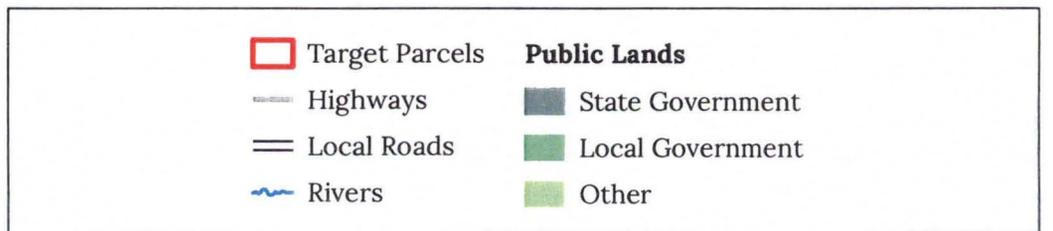
- Attach separate sheet with all anticipated:
- Revenues for project, including donations, in-kind services, grants, partnerships, and other contributions
 - Expenses for project, including permits, fees, staff time,

PROJECT MAINTENANCE PLAN (brief summary of maintenance approach): Project site will be used for habitat conservation and recreation.





Map Date: 2/6/2017



DISCLAIMER: This map is not a survey and must not be construed as one. This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering or surveying purposes. Users should consult primary data and informational sources for further details.



**BOARD OF COUNTY COUNCILORS'
HEARING PACKET**

Hearing Item: Approve the recommended list of Conservation Futures projects and authorize issuance of \$7 million in bonds, with principal and interest to be repaid over 20 years using Conservation Futures revenue.

Date: Tuesday, November 7, 2017

Time: 10:00 a.m.

CONTENTS:

1. PW Staff Report
2. Decision Package and budget documents
3. Resolution
4. Exhibit A to Adopting Resolution
5. Notice of Public Hearing

CLARK COUNTY STAFF REPORT

DEPARTMENT: Public Works / Parks and Lands / Land and Vegetation Management

DATE: November 7, 2017

REQUESTED ACTION: Approve the recommended list of Conservation Futures projects and authorize issuance of \$7 million in bonds, with principal and interest to be repaid over 20 years using Conservation Futures revenue.

___ Consent X Hearing ___ County Manager

BACKGROUND

At a Sept. 27 work session, the Board of County Councilors considered the Parks Advisory Board's recommendations to allocate Conservation Futures funding toward 12 land acquisition projects and to issue \$9 million in bonds to fully fund the acquisitions. The BOCC directed staff to prepare a staff report and resolution supporting the Parks Advisory Board's recommendations and schedule a public hearing.

Prior to drafting the resolution, staff checked with project sponsors and landowners to confirm interest in proceeding with the acquisitions. Two landowners do not wish to proceed:

- Ridgefield Schools to Flume Creek corridor
- Chelatchie Prairie Rail with Trail/Tukes Mountain proposal

As a result, the resolution recommends 10 acquisition projects. This also reduces the bonding need to \$7 million.

Successful grant funding of \$4.8 million over the next two bienniums will be allocated on a reimbursable basis because the county must incur expenses first and then submit for grant reimbursement.

Debt service payments on the bond, after it is issued, are estimated at \$486,310 annually for a period of twenty years.

COUNCIL POLICY IMPLICATIONS

The recommended Conservation Futures projects are consistent with council policy. The county has used this process for Conservation Futures acquisitions on six previous occasions. Bonding to fund land acquisitions has been used on two previous occasions.

ADMINISTRATIVE POLICY IMPLICATIONS

If the BOCC authorizes staff to proceed with land acquisitions, these will become the work plan and budget priorities for the Legacy Lands Program. If the BOCC authorizes bonding to support the acquisitions, the Treasurer's Office will be responsible for bond issuance and administration.

COMMUNITY OUTREACH

The BOCC reviewed project proposals and funding strategies during a July 26 work session. The BOCC referred the proposals and funding strategies to the Parks Advisory Board. The Parks Advisory Board vetted the proposals and financing scenarios, and its recommendations were presented to the BOCC at the Sept. 27 work session.

PW17-123

BUDGET IMPLICATIONS

YES	NO	
	X	Action falls within existing budget capacity.
	X	Action falls within existing budget capacity but requires a change of purpose within existing appropriation
X		Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

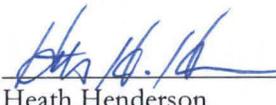
BUDGET DETAILS

Local Fund Dollar Amount	\$7,000,000 (bond revenue)
Grant Fund Dollar Amount	\$4,887,199 (grant revenue over next two bienniums)
Account	Conservation Futures Fund
Company Name	

DISTRIBUTION:

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>


 Kevin Tyler
 Lands Manager


 Heath Henderson
 Public Works Director and County Engineer

Primary Staff Contact: Patrick Lee Ext. 4070

APPROVED: 
 CLARK COUNTY, WASHINGTON
 BOARD OF COUNTY COUNCILORS

DATE: 11/9/17

SR#



BUDGET IMPACT ATTACHMENT

Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

This request asks for approval for a \$7M bond for land acquisitions and for grant funding of \$4.8M in the next two biennium's.

This request is also asking for approval of debt service payments on an annual basis of \$486,310.

There is also a pass through of a total of \$506,000 this biennium to the cities of La Center and Washougal and the Columbia Land Trust and a total of \$4.9 million the next biennium to the City of Camas and the Columbia Land Trust.

It is anticipated that one of the county sponsored projects will be purchased this biennium using existing budget authority. The additional land acquisitions made by Clark County are anticipated to be \$199 million in 19/20 and \$730,000 in 21/22.

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
3085/ Conservation Futures (bond)		\$7,000,000				
3085/Conservation Futures (grants)				\$1,894,199		\$2,993,000
Total		\$7,000,000		\$1,894,199		\$2,993,000

II. A – Describe the type of revenue (grant, fees, etc.)

Revenues include bond issuance of \$7,000,000 with principal and interest to be paid over a 20-year term with conservation futures levy revenues. Revenues also include state grants in the amount of \$4,887,199

Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
3085/ Conservation Futures			\$992,310		\$7,930,844		\$1,722,620
Total			\$992,310		\$7,930,814		\$1,722,620

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual		\$506,000		\$4,995,625		
Supplies						
Travel						
Other controllables						
Capital Outlays				\$1,962,599		\$750,000
Inter-fund Transfers						
Debt Service		\$486,310		\$972,620		\$972,620
Total		\$992,310		\$7,930,844		\$1,722,620

JP

Decision Package Request Form

Requesting Dept/Office: Public Works

Request Type:

New Request

Package Number: PWK-XX

Short Description: Add capital and debt for Conservation Futures

Limited to 50 characters for use in reports to County Council

Package Title: Add capital and debt service for Conservation Futures projects

Contact info: **name:** Lori Pearce

email: lori.pearce@clark.wa.gov

phone: ext. 4461

Justification: Every 4-7 years county solicits proposals for use of conservation futures funds from cities and non-profit nature conservancies. This has occurred six previous times. Simultaneous with establishing an acquisition project list, BOCC considered a \$7,000,000 bond issue to provide the revenue to complete the acquisitions. Principal and interest payments over 20-years are estimated to be \$486,310 per year and will be funded entirely from conservation futures property tax levy revenues.

Please complete the following for New Requests:

Liability/Risk/Safety Impacts: N/A

Positive Impact to Citizens: Continues to build a vibrant system of parks, trails and greenspaces. Maintains a healthy and desirable quality of life. Funds distributed throughout the county including both incorporated and unincorporated areas. Responsible stewardship of public funds – The vast majority of acres protected by these acquisitions (96%) will be through purchase of conservation easements and will remain in private ownership. The remaining 4% will be fee purchases.

Efficiency Gains: County will be responsible for maintenance of only four of the ten projects. Cities and Columbia Land Trust will be responsible for maintenance of six projects.

Workforce Engagement and Contributions: N/A

Impacts/Outcomes if not approved: Properties will be converted to non-conservation uses. Public access will be restricted. Trail corridors will remain disconnected. Recreational demands will remain unmet. Significant environmental benefits, such as salmon and steelhead spawning areas, could be threatened.

Package number	Fund	Prog	Dept	Basele	Obj	Categ	2017-18 EXP inc / REV dec (DR)	2017-18 EXP dec / REV inc (CR)	2019-20 EXP inc / REV dec (DR)	2019-20 EXP dec / REV inc (CR)	Type	Operating vs capital	
PWK-XX	3085	000	000	391100	000	000000	-	7,000,000	-	-	-	One-Time Capital	
PWK-XX	3085	000	000	334020	000	000000	-	-	-	1,894,199	-	One-Time Capital	
PWK-XX	3085	000	556	576910	410	000000	506,000	-	4,995,625	-	-	One-Time Operating	
PWK-XX	3085	000	556	594760	610	000000	-	-	-	1,962,599	-	One-Time Capital	
PWK-XX	3085	000	556	597914	551	000000	486,310	-	-	972,620	-	One-Time Operating	
PWK-XX	2914	000	048	397085	000	000000	-	486,310	-	-	972,620	-	One-Time Operating
PWK-XX	2914	000	048	591760	710	000000	469,970	-	-	939,940	-	One-Time Operating	
PWK-XX	2914	000	048	591760	830	000000	16,340	-	-	32,680	-	One-Time Operating	

Adm Pts

10/18/2018

Budget Approval

SPRING 2018 SUPPLEMENTAL FOLLOW UP REQUIRED

RESOLUTION NO. 2017- 11-06

A resolution approving the list of ten Conservation Futures acquisitions and authorizing issuance of \$7,000,000 in bonds to fully fund the acquisitions. Staff is further directed to execute agreements with the cities of Camas, La Center and Washougal and the Columbia Land Trust to “pass-through” Conservation Futures funds for acquisitions for which they are sponsors. Staff is also authorized to develop grant applications for submittal to funding entities in order to leverage local funds in completing the acquisitions.

WHEREAS, the Clark County Board of County Councilors established the Conservation Futures program in 1985;

WHEREAS, every four to seven years the county develops its own proposals and solicits Conservation Futures proposals from cities and non-profit nature conservancies;

WHEREAS, a total of twelve proposals were submitted during the 2017 cycle;

WHEREAS, the Board of County Councilors reviewed the proposals and project financing options in work session on July 26, 2017, and requested the Clark County Parks Advisory Board to review and recommend a preferred project list and financing option pursuant to Clark County Code Section 3.24;

WHEREAS, the Parks Advisory Board reviewed proposals on August 2 and August 11, 2017, and on September 8, 2017 formally recommended that the Board of County Councilors approve all twelve projects and issue \$9 million in bonds to fund the acquisitions;

WHEREAS, the Board of County Councilors reviewed the Parks Advisory Board recommendation at a September 27, 2017, work session and directed staff to draft a resolution supporting the Parks Advisory Board recommendation and to schedule a public hearing to receive testimony on the proposal;

WHEREAS, both by statute and by county policy, Conservation Futures properties are only purchased from willing sellers;

WHEREAS, in light of this policy and the fiscal implications, it was prudent for staff to confirm continuing interest in exploring acquisitions from sponsors and landowners;

WHEREAS, two landowners did not wish to proceed further, and the proposals are withdrawn;

NOW, THEREFORE, BE IT RESOLVED BY THE CLARK COUNTY BOARD OF COUNTY COUNCILORS, STATE OF WASHINGTON, AS FOLLOWS:

Section 1. Findings.

1. All ten remaining proposals meet the legislative purpose of the Conservation Futures Program per RCW 84.34;
2. The proposals are consistent with the objectives of the Conservation Areas Acquisition Plan;
3. The proposals respond to evaluation criteria;
4. The proposals have significant value for wildlife, water quality, recreation, farm, forest and/or other conservation benefits;
5. The proposals support high-quality recreational features/opportunities;
6. The proposals cover a wide geographic scope; and
7. The proposals include significant non-conservation futures cost sharing.

Section 2. Approval and Direction.

1. All ten projects shown in Exhibit A to this resolution are approved for funding. Exhibit A includes:
 - a. A map of Clark County showing the general location of proposals;
 - b. A summary table listing the ten proposals, acres in which a real property interest is to be acquired, estimated costs and grant funding potential;
 - c. Individual proposal profiles.
2. The Treasurer is authorized to issue \$7,000,000 (seven million dollars) in bonds to fully fund the acquisitions. Principal and interest on the bonds is to be paid with Conservation Futures levy revenue over a twenty year term.
3. Public Works Parks and Lands Division is directed to prepare agreements with the cities of Camas, La Center and Washougal, and the Columbia Land Trust, through which to provide Conservation Futures funding for acquisitions they are sponsoring.
4. Public Works Parks and Lands Division is also authorized to develop grant applications for submittal to funding entities in order to leverage local funds in completing the acquisitions the county is sponsoring.

ADOPTED this 7th day of November, 2017.

ATTEST:

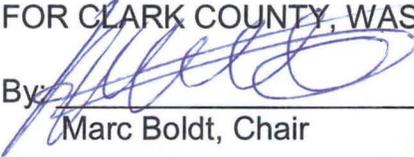


Rebecca Tilton
Clerk to the Board

APPROVED AS TO FORM, ONLY

BOARD OF COUNTY COUNCILORS
FOR CLARK COUNTY, WASHINGTON

Anthony F. Golik
Prosecuting Attorney

By: 

Marc Boldt, Chair

By: 

Amanda Migchelbrink
Deputy Civil Prosecutor

By: _____
Jeanne Stewart, Councilor

By: _____
Julie Olson, Councilor

By: _____
John Blom, Councilor

By: _____
Eileen Quiring, Councilor



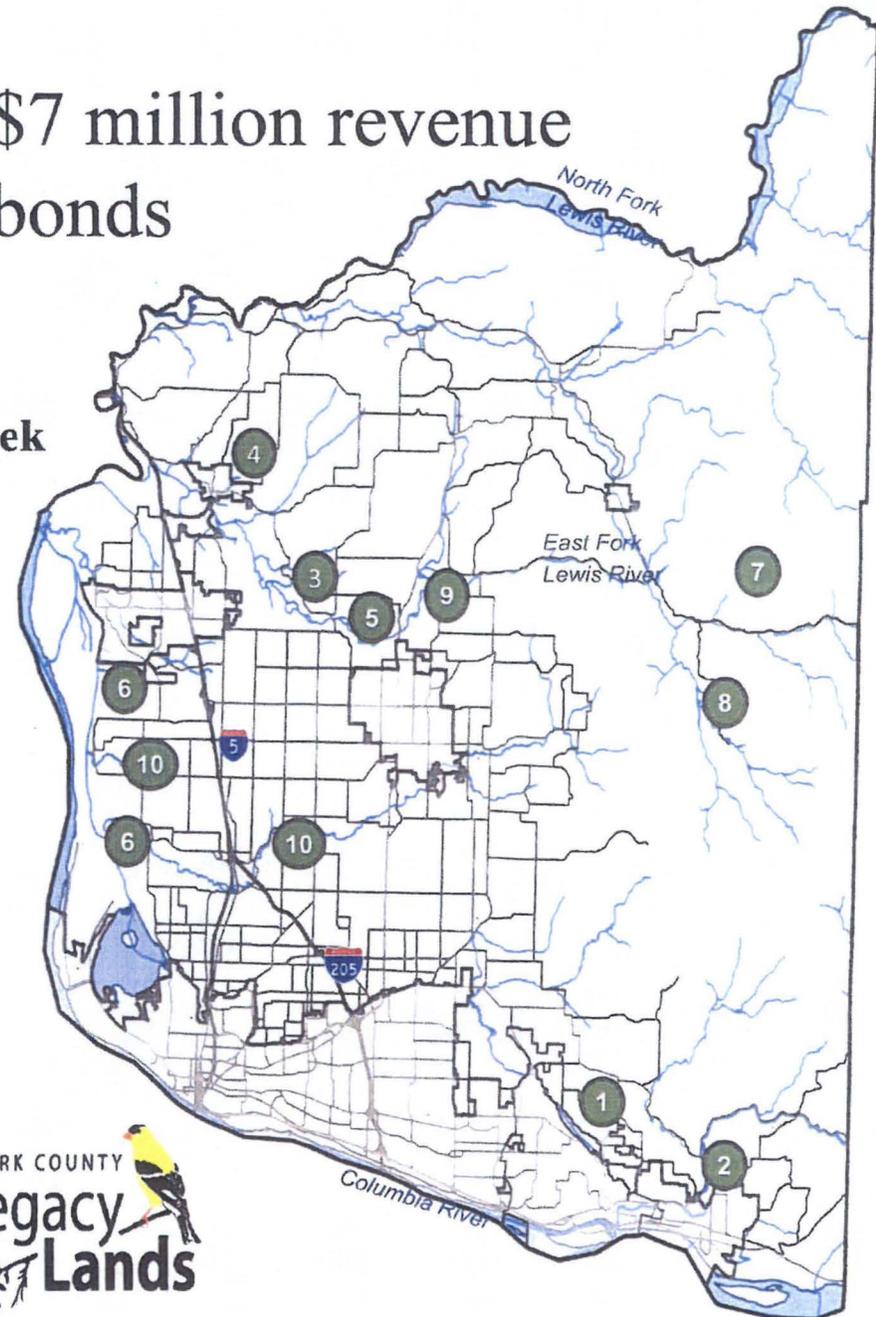
EXHIBIT A to ADOPTING RESOLUTION

- a. A map of Clark County showing the general location of proposals;
- b. A summary table listing the ten proposals, acres in which a real property interest is to be acquired, estimated costs and grant funding potential;
- c. Individual proposal profiles.

Recommended

\$7 million revenue
bonds

1. Lacamas Lake North
2. Washougal Greenway Connection
3. East Fork Lewis River – Mason Creek
4. LaCenter – Bolen Creek
5. Lewis River Ranch Phase 2
6. Lake River Water Trail
7. Yacolt Burn Forest – Phase 1
8. Rock Creek Forest
9. East Fork Lewis River – Optimists
10. Salmon-Whipple Creeks Farm
Preservation





2017 Funding Requests

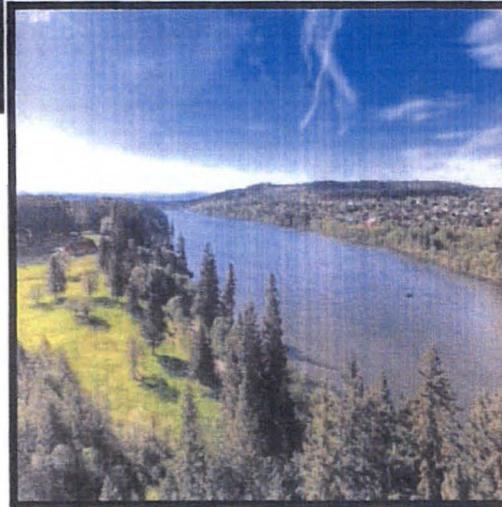
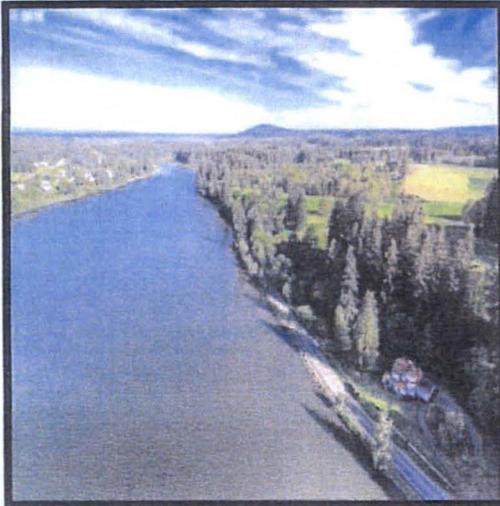
Legacy Lands 2017 Proposals



Project	Sponsor	Acres	CF Request*	Sponsor Match	Total Project Cost	Grant Potential
Lacamas Lake North	Camas	70.00	\$ 2,580,000	\$ 2,200,000	\$ 4,780,000	2,000,000
Washougal Greenway Connection	Washougal	0.22	\$ 27,500	\$ 27,500	\$ 55,000	-
East Fork Lewis River – Mason Creek	Clark County	65.00	\$ 726,599	N/A	\$ 726,599	544,199
LaCenter – Bolen Creek	LaCenter	5.48	\$ 139,000	\$ 15,000	\$ 154,000	-
Lewis River Ranch - Phase 2	Clark County	160.00	\$ 2,000,000	\$ 300,000	\$ 2,300,000	1,000,000
Lake River Water Trail	Clark County	81.00	\$ 486,000	N/A	\$ 486,000	243,000
Yacolt Burn Forest – Phase 1	Columbia Land Trust	8,445.00	\$ 1,083,125	\$ 3,249,375	\$ 4,332,500	-
Rock Creek Forest	Columbia Land Trust	362.00	\$ 1,332,500	\$ 400,000	\$ 1,732,500	350,000
East Fork Lewis River – Optimists Salmon/Whipple Creeks Farm Preservation	Columbia Land Trust	43.00	\$ 339,500	\$ 200,000	\$ 539,500	-
	Clark County	150.00	\$ 1,500,000	\$ 200,000	\$ 1,700,000	\$ 750,000
Total		9,381.70	\$ 10,214,224	\$ 6,591,875	\$ 16,806,099	\$ 4,887,199

Lacamas Lake North Conservation Futures 2017

Sponsor: City of Camas
Acres: 70



Total Cost:
\$4,780,000

CF Request:
\$2,580,000

Sponsor Match:
\$2,200,000

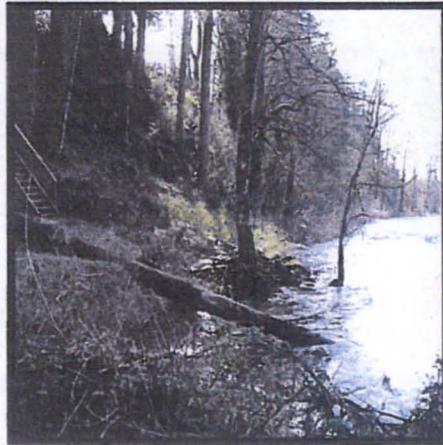
Grant Potential:
\$2,000,000

Primary Objective: Expand the 800-acre Lacamas Corridor park and greenway system and establish a key link within the 7-mile long multi-use trail system that circles Lacamas Lake.

Washougal Greenway Connection

Conservation Futures 2017

Sponsor: City of Washougal
Acres: 0.22



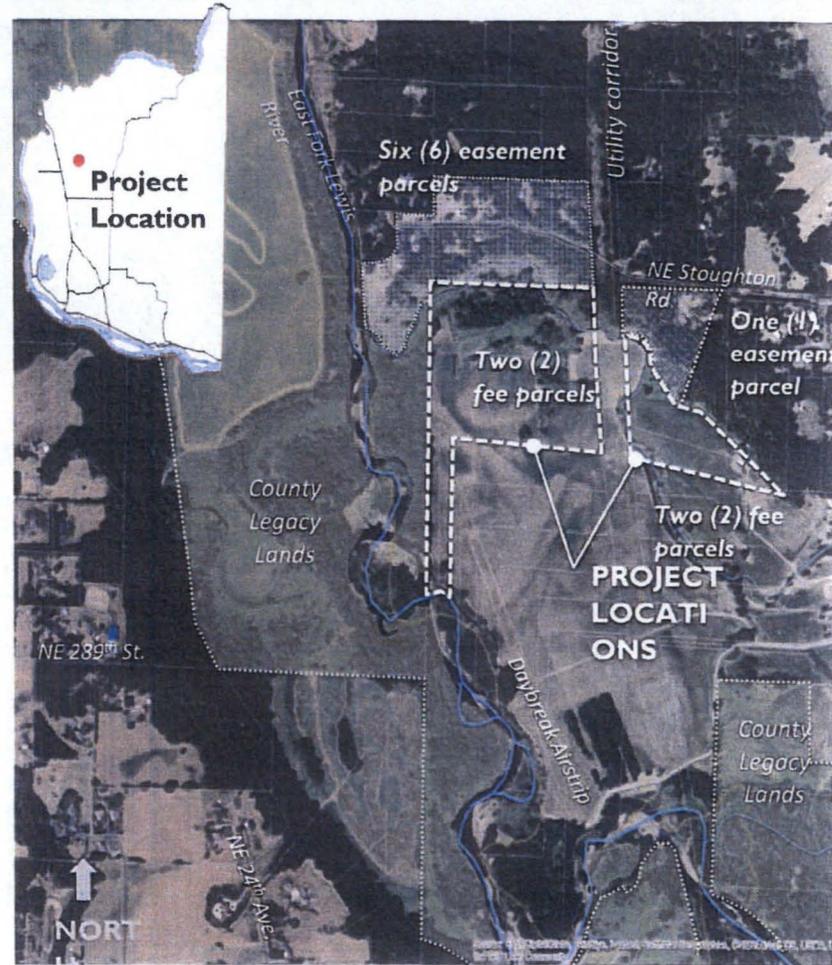
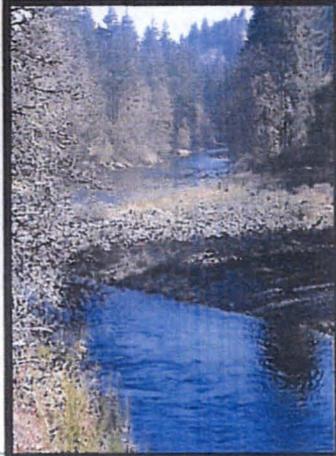
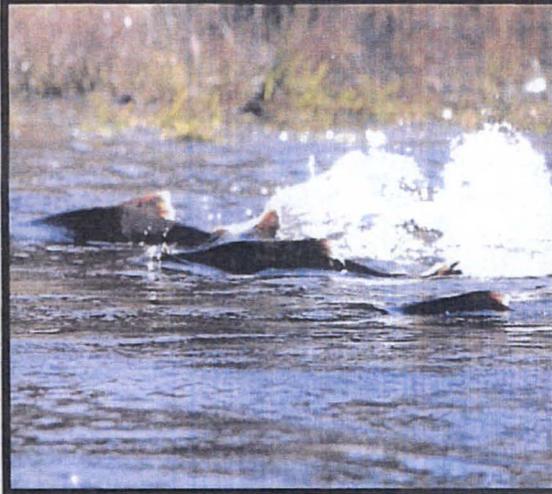
Total Cost: \$55,000 **CF Request: \$27,500** **Sponsor Match: \$27,500** **Grant Potential: N/A**

Primary Objective: Provide a key greenway and trail corridor that connects the city's Hathaway and Schmid Family parks

East Fork Lewis River – Mason Creek

Conservation Futures 2017

Sponsor: Clark County
Acres: 65



Total Cost: \$726,599

CF Request: \$726,599

Sponsor Match: N/A

Grant Potential:
\$544,199

Primary Objective: Implement the sixth highest rated salmon recovery project of 55 identified in the Lower East Fork Lewis River Aquatic Habitat Restoration Plan.

Bolen Creek Habitat / Trail Acquisition
Conservation Futures 2017

Sponsor: City of La Center
Acres: 5.48



Total Cost: \$154,000

**CF Request:
\$139,000**

**Sponsor Match:
\$15,000**

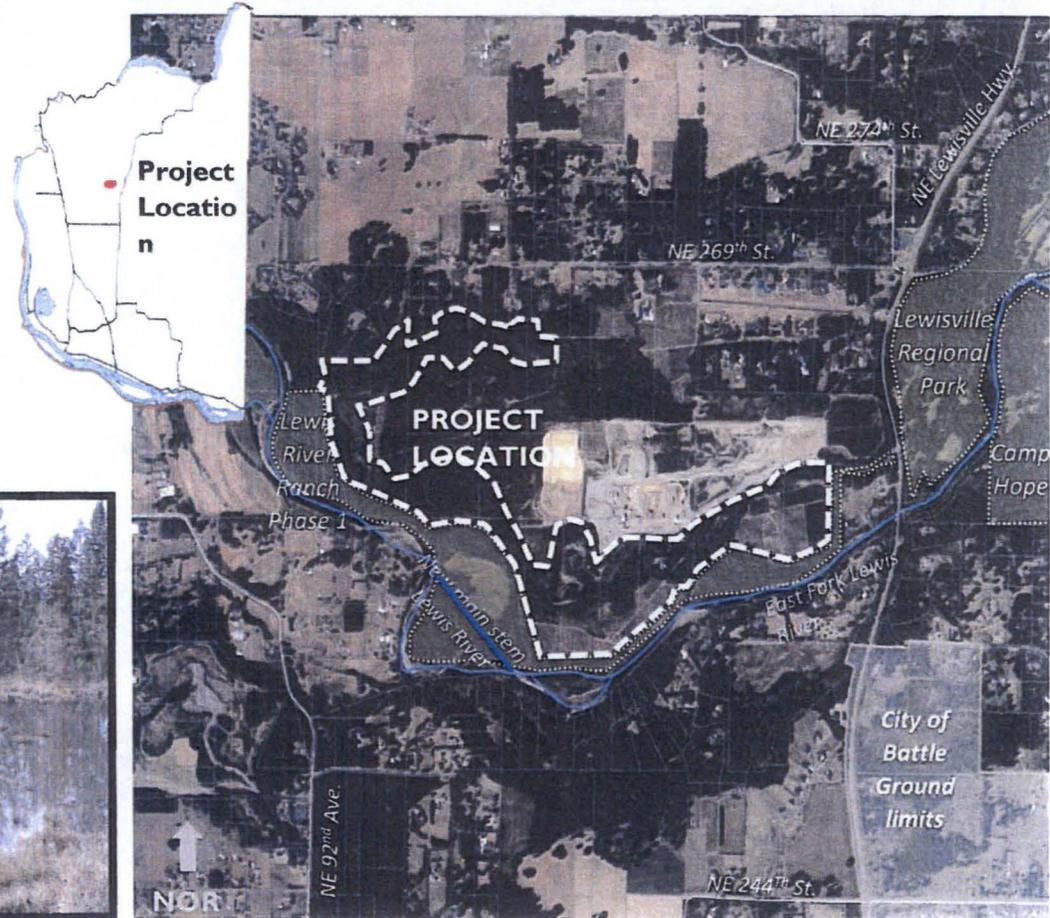
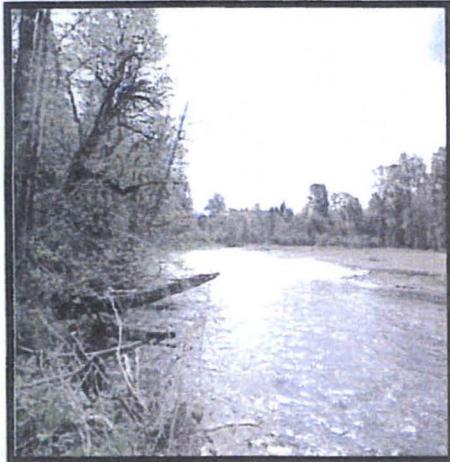
Grant Potential: N/A

Primary Objective: Acquire a key link in the City's Trails and Pathway Plan that connects northern portions of the city to the East Fork Lewis River.

Lewis River Ranch – Phase II

Conservation Futures 2017

Sponsor: Clark County
Acres: 160



Total Cost:
\$2,300,000

CF Request:
\$2,000,000

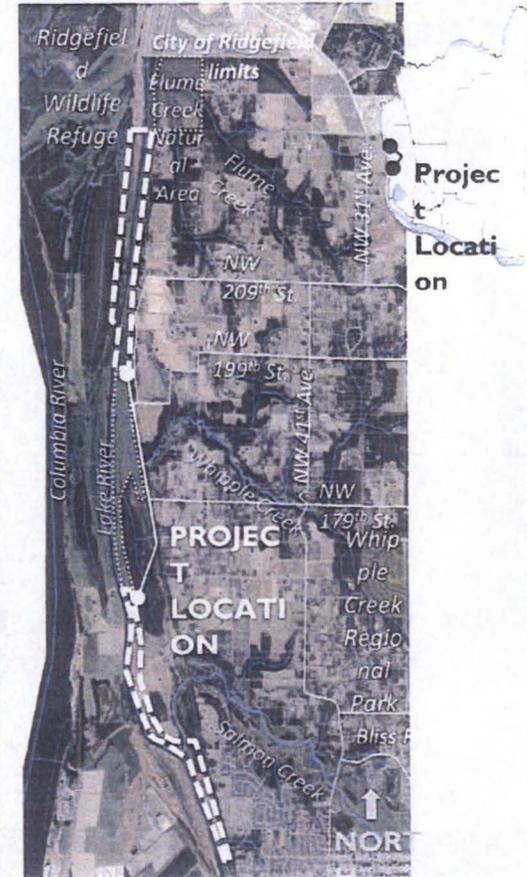
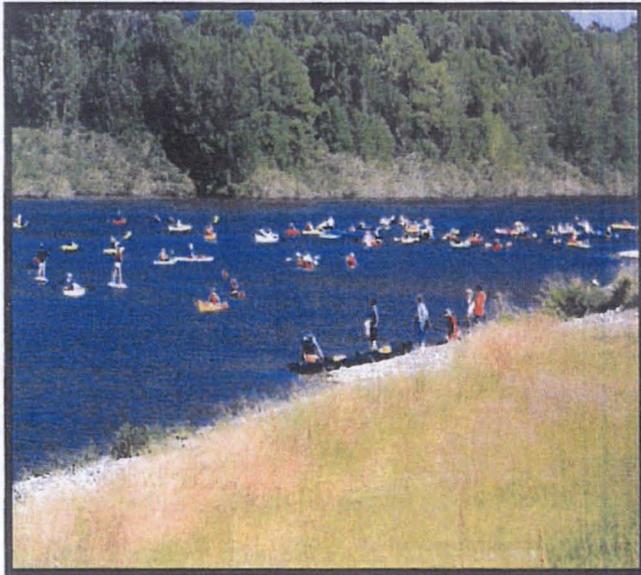
Sponsor Match:
\$300,000

Grant Potential:
\$1,000,000

Primary Objective: Expand an 89-acre legacy land between Daybreak and Lewisville Parks in order to relieve overcrowding at Lewisville Park and serve unmet recreational demands.

Lake River Water Trail Conservation Futures 2017

Sponsor: Clark County
Acres: 81



Total Cost: \$486,000

**CF Request:
\$486,000**

Sponsor Match: N/A

**Grant Potential:
\$253,000**

Primary Objective: Provide shore-based staging and stopping areas along Lake River in support of the Lewis River-Vancouver Lake Water Trail Master Plan

Yacolt Forest – Phase I

Conservation Futures 2017

Sponsor: Columbia Land Trust

Acres: 8,445

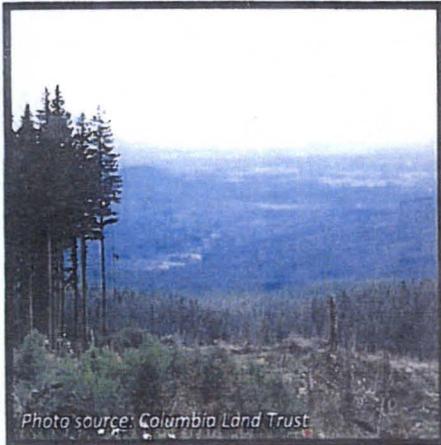
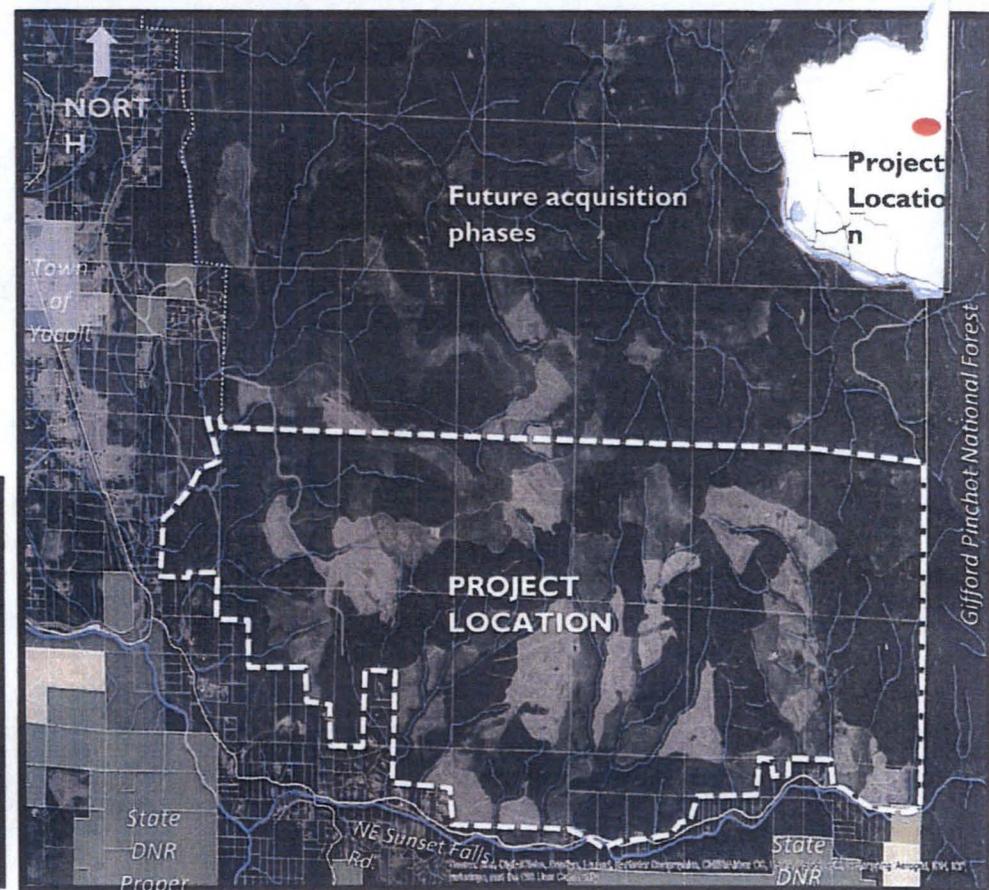


Photo source: Columbia Land Trust



Photo source: Eric Bjorkman



Total Cost:
\$4,332,500

CF Request:
\$1,083,125

Sponsor Match:
\$3,249,375

Grant Potential: N/A

Primary Objective: Acquire a conservation easement to ensure that 8,445 acres of high-quality forestland are committed to long-term timber production and opened to public access.

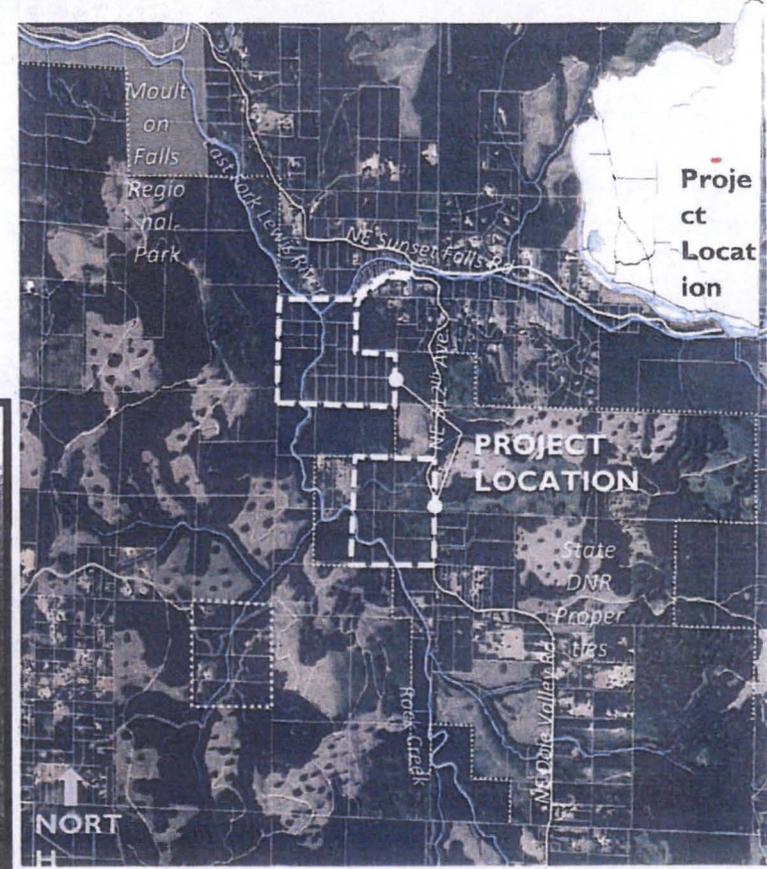
Rock Creek Forest Conservation Futures 2017

Sponsor: Columbia Land Trust

Acres: 362



Photo credits: Ray Richards



Total Cost:
\$1,732,500

CF Request:
\$1,332,500

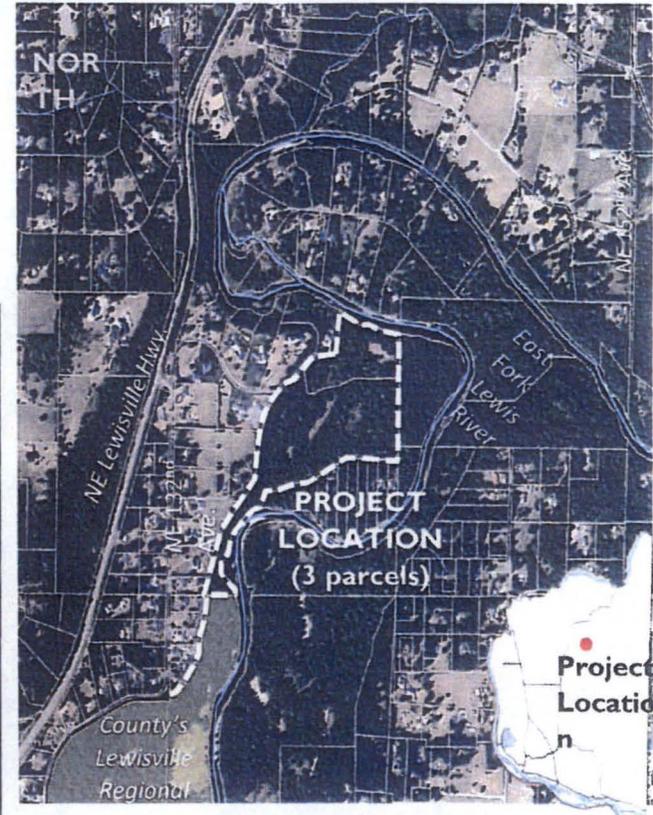
Sponsor Match:
\$400,000

Grant Potential:
\$350,000

Primary Objective: Acquire a conservation easement to ensure that 360 acres of high-quality forestland, including critical steelhead habitat, are committed to long-term timber production.

East Fork Lewis River - Optimists Sponsor: Columbia Land Trust
Conservation Futures 2017

Acres: 43



Total Cost: \$539,500

**CF Request:
\$339,500**

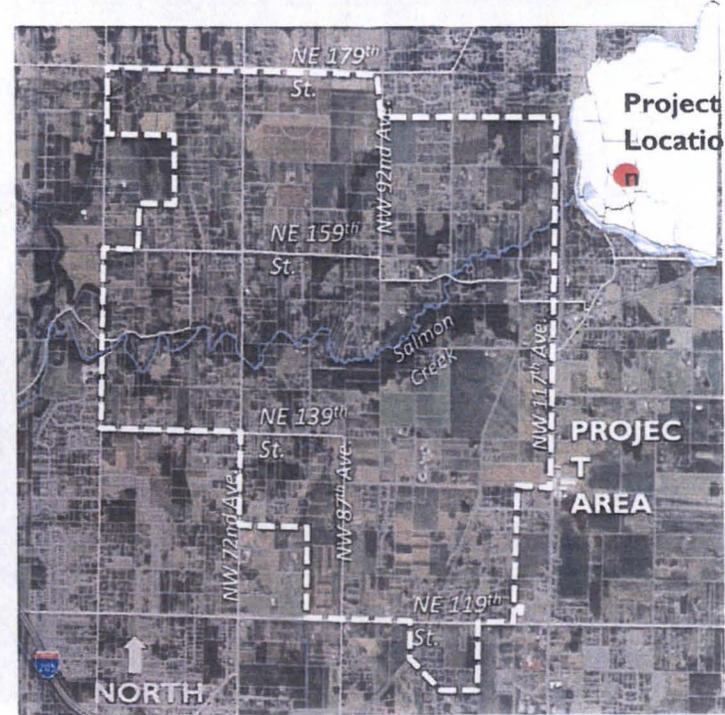
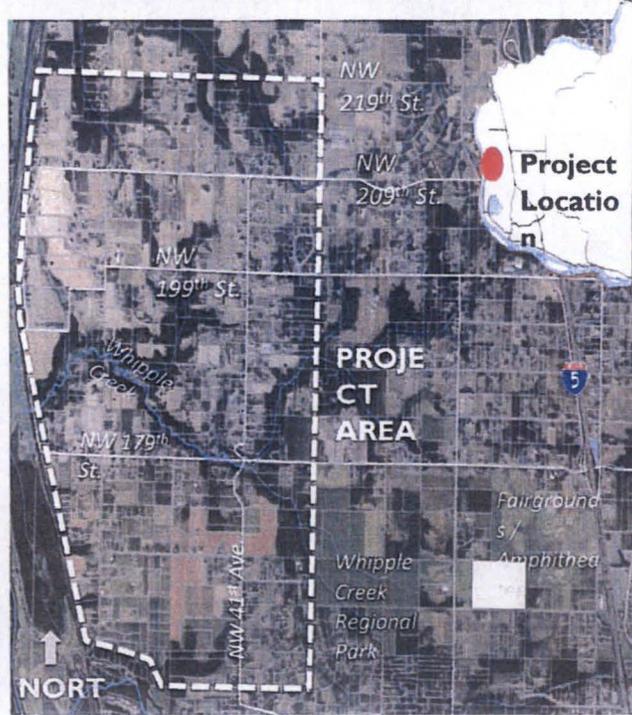
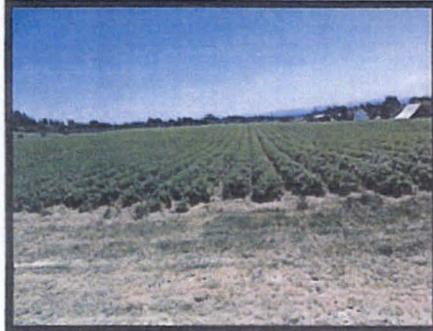
**Sponsor Match:
\$200,000**

Grant Potential: N/A

Primary Objective: Protect significant resources along the East Fork Lewis River and enable continued use of the property for a youth camp.

Middle Salmon / Lower Whipple Creeks Farm Preservation

Conservation Futures 2017 Sponsor: Clark County / Acres: 150



Total Cost:
\$1,700,000

CF Request:
\$1,500,000

Sponsor Match:
\$200,000

Grant Potential:
\$750,000

Primary Objective: Set aside some conservation futures funds to support purchase of development rights on some of the county's most valuable farm land based on soil conditions, parcel size, ongoing farm production and other factors.