



Covenants, Conditions & Restrictions

We believe these are the correct conditions and restrictions.

However, no examination of the title has been made and WFG National Title assumes no liability for any additions, deletions or corrections.

5537325 PLAT B: 311 P: 976

Total Pages: 26 Rec Fee: \$188.00

Recorded in Clark County, WA 08/09/2018 02:09 PM

CLARK COUNTY COMMUNITY DEVELOPMENT

RETURN ADDRESSClark County – Community Development**DOCUMENT TITLE (S)**Dedication of Plat**REFERENCE NUMBER (S) OF RELATED DOCUMENT (S)**FLD2017-00044**GRANTOR (S)**Moneta Van, LLC, a Washington Limited Liability CompanyGeneration PDX LLC**GRANTEE (S)**Urban Pointe Subdivision**LEGAL DESCRIPTION (abbreviated form i.e. lot, block, plat or section, township, range, quarter/quarter)**Tax Lot 44 James Mcallister DLC in Section 33 T3N 2RE**ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER**199875-000

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

Return to:

Moneta Van LLC
1004 W 13th Street Ste 240
Vancouver WA 98660

DEDICATION OF SUBDIVISION

ORDER NO.: 612845594

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Abbreviated Legal: Tax Lot 44 James Mcallister DLC in Section 33 T3N R2E

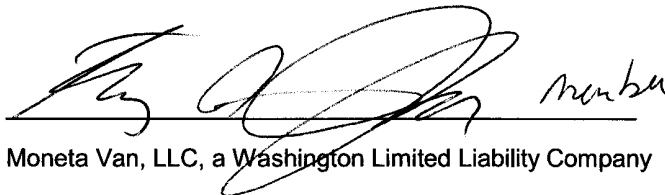
Tax Account No.: 199875-000

We the undersigned owners of the above described real estate, do hereby lay out and plat the same into lots and streets, as shown upon the accompanying map; to be known as:

Urban Pointe Subdivision

and we hereby dedicate said streets to the public use forever, but the ownership, use and enjoyment of all lots are subject to the easements and restrictions as shown thereon.

DATED August 25, 2017


Moneta Van, LLC, a Washington Limited Liability Company

Generation PDX LLC

STATE OF WASHINGTON)
) SS.
 COUNTY OF CLARK)

On this day 4 of October, 2017, before me, the undersigned, A Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Troy Johns to me known to be the member of Moneta Van, LLC the entity that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the said entity, for the uses and purposes therein mentioned, and on oath stated that he is/are authorized to execute the said instrument on behalf of the said entity.

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

Jaima K Johnson
 Signature of Notary Public

Notary Public in and for the State of Washington,
 Name Printed Jaima K Johnson
 Residing at Camas
 My Commission Expires: 2-28-19

JAIMA K. JOHNSON
 NOTARY PUBLIC
 STATE OF WASHINGTON
 COMMISSION EXPIRES
 FEBRUARY 28, 2019

Acknowledgment - Corporation - Trust or - Partnership

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 199875-000

A portion of the James McAllister donation land claim in the Southwest quarter of the Northeast quarter, the Northwest quarter of the Southeast quarter, the Northeast quarter of the Southwest quarter, the Southeast quarter of the Northwest quarter of Section 33, Township 3 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at a 5/8" iron rebar marking the East Quarter Corner of Section 33, as shown in Book 310 of Plats, page 737, Clark County Auditor's Records;

Thence North 88° 53' 07" West, along the North line of the Northeast quarter of Section 33, for a distance of 2201.88 feet to a point on the East line of the James McAllister donation land claim, said point also being the most Southerly angle point on the South line of Lot 7 of "Westminster Walk Phase 2" as shown in Book J of Plats, page 464, Clark County Auditor's records;

Thence North 02° 05' 06" East, along the East line of the James McAllister donation land claim, for a distance of 27.30 feet to a ½ inch iron rebar (Plat J-464), said point also being the most Northerly angle point on the South line of said Lot 7 and the TRUE POINT OF BEGINNING;

Thence leaving said East line of the James McAllister donation land claim, North 87° 55' 51" West, along the South line of lots 6 and 7 of said "Westminster Walk Phase 2" for a distance of 495.00 feet, to the Southwest corner of said lot 6;

Thence South 02° 05' 06" West, along the East line of lot 5 of said "Westminster Walk Phase 2" for a distance of 485.00 feet, to the North Right of Way line of Northeast 107th street conveyed to Clark County as described under Clark County Auditor's File Number C90446;

Thence along said North Right of Way line, South 87° 55' 51" East, for a distance 495.00 feet, to a point on the East line of said James McAllister donation land claim;

Thence along the East line of said James McAllister donation land claim, N 02° 05' 06" E, for a distance of 485.00 feet to the True Point of Beginning;

EXCEPT County Roads

Return to:

DEDICATION OF SUBDIVISION

ORDER NO.: 612845594

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Abbreviated Legal: Tax Lot 44 James Mcallister DLC in Section 33 T3N R2E

Tax Account No.: 199875-000

We the undersigned owners of the above described real estate, do hereby lay out and plat the same into lots and streets, as shown upon the accompanying map; to be known as:

Urban Pointe Subdivision

and we hereby dedicate said streets to the public use forever, but the ownership, use and enjoyment of all lots are subject to the easements and restrictions as shown thereon.

DATED August 25, 2017

Moneta Van, LLC, a Washington Limited Liability Company



Next
Generation PDX, LLC, as beneficiary


STATE OF ~~WASHINGTON~~)
 OREGON SS.
 COUNTY OF ~~CLARK~~)
 Multnomah

On this day 30th of October, 2017, before me, the undersigned, A Notary Public in and for the State of ~~Washington~~, duly commissioned and sworn, personally appeared Jordan Manashe to me known to be the Oregon Beneficiary of Next Generation, PDX, LLC the entity that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the said entity, for the uses and purposes therein mentioned, and on oath stated that Jordan Manashe is/are authorized to execute the said instrument on behalf of the said entity.

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

Sue Osborn
 Signature of Notary Public

Notary Public in and for the State of Washington,
 Name Printed Sue Osborn
 Residing at Portland, Oregon
 My Commission Expires: March 2, 2019



OFFICIAL STAMP
SUE OSBORN
 NOTARY PUBLIC-OREGON
 COMMISSION NO. 936861
 MY COMMISSION EXPIRES MARCH 02, 2019

Acknowledgment - Corporation - Trust or - Partnership

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 199875-000

A portion of the James McAllister donation land claim in the Southwest quarter of the Northeast quarter, the Northwest quarter of the Southeast quarter, the Northeast quarter of the Southwest quarter, the Southeast quarter of the Northwest quarter of Section 33, Township 3 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at a 5/8" iron rebar marking the East Quarter Corner of Section 33, as shown in Book 310 of Plats, page 737, Clark County Auditor's Records;

Thence North 88° 53' 07" West, along the North line of the Northeast quarter of Section 33, for a distance of 2201.88 feet to a point on the East line of the James McAllister donation land claim, said point also being the most Southerly angle point on the South line of Lot 7 of "Westminster Walk Phase 2" as shown in Book J of Plats, page 464, Clark County Auditor's records;

Thence North 02° 05' 06" East, along the East line of the James McAllister donation land claim, for a distance of 27.30 feet to a 1/2 inch iron rebar (Plat J-464), said point also being the most Northerly angle point on the South line of said Lot 7 and the TRUE POINT OF BEGINNING;

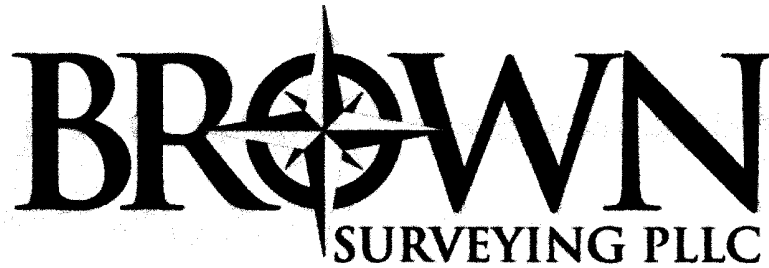
Thence leaving said East line of the James McAllister donation land claim, North 87° 55' 51" West, along the South line of lots 6 and 7 of said "Westminster Walk Phase 2" for a distance of 495.00 feet, to the Southwest corner of said lot 6;

Thence South 02° 05' 06" West, along the East line of lot 5 of said "Westminster Walk Phase 2" for a distance of 485.00 feet, to the North Right of Way line of Northeast 107th street conveyed to Clark County as described under Clark County Auditor's File Number C90446;

Thence along said North Right of Way line, South 87° 55' 51" East, for a distance 495.00 feet, to a point on the East line of said James McAllister donation land claim;

Thence along the East line of said James McAllister donation land claim, N 02° 05' 06" E, for a distance of 485.00 feet to the True Point of Beginning;

EXCEPT County Roads



February 13, 2018

**PERIMETER DESCRIPTION
FOR
"URBAN POINTE SUBDIVISION"**

A portion of the James McAllister donation land claim in the Southwest quarter of the Northeast quarter, the Northwest quarter of the Southeast quarter, the Northeast quarter of the Southwest quarter, the Southeast quarter of the Northwest quarter of Section 33, Township 3 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at a 5/8" iron rebar marking the East Quarter Corner of Section 33, as shown in Book 310 of Plats, page 737, Clark County Auditor's Records;

Thence North 88° 53' 07" West, along the North line of the Southeast quarter of Section 33, for a distance of 2201.08 feet to a point on the East line of the James McAllister donation land claim, said point also being the most Southerly angle point on the South line of Lot 7 of "Westminster Walk Phase 2" as shown in Book J of Plats, page 464, Clark County Auditor's records;

Thence North 02° 05' 06" East, along the East line of the James McAllister donation land claim, for a distance of 27.30 feet to a 1/2 inch iron rebar (Plat J-464), said point also being the most Northerly angle point on the South line of said Lot 7 and the TRUE POINT OF BEGINNING;

Thence leaving said East line of the James McAllister donation land claim, North 87° 55' 51" West, along the South line of lots 6 and 7 of said "Westminster Walk Phase 2" for a distance of 495.00 feet, to the Southwest corner of said lot 6;

Thence South 02° 05' 06" West, along the East line of lot 5 of said "Westminster Walk Phase 2" for a distance of 485.00 feet, to the North Right of Way line of Northeast 107th street conveyed to Clark County as described under Clark County Auditor's File Number C90446;

Thence along said North Right of Way line, South 87° 55' 51" East, for a distance 495.00 feet, to a point on the East line of said James McAllister donation land claim;

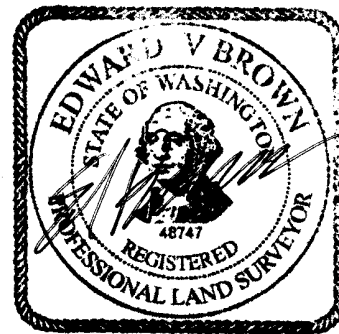
Thence along the East line of said James McAllister donation land claim, N 02° 05' 06" E, for a distance of 485.00 feet to the True Point of Beginning;

Containing 5.51 acres more or less.

EXCEPT County Roads

TOGETHER WITH and SUBJECT TO easements and restrictions of record.

ALSO SUBJECT TO a 60.00 foot wide easement for ingress, egress and utilities, over, under and across the Westerly 60 feet of the above described tract, as described under Clark County Auditor's File Number 8503050082.



2-13-2018

**Declaration of Developer Covenants to Clark County
For
Urban Pointe**

THIS DECLARATION OF DEVELOPER COVENANTS TO CLARK COUNTY (hereinafter "DCCC") is made this 4th day of October, 2017, by Moneta Van LLC, developer.

A covenant to CLARK COUNTY, State of Washington, (hereinafter "County"), required with the development known as Urban Pointe of certain real property, as more particularly described in Exhibit "A", (hereinafter "Site"), whereby the developer of said real property, on behalf of themselves and all their heirs, assigns and successors-in-interest into whose ownership the property may pass, covenant the following conditions:

1. Critical Aquifer Recharge Areas - "The dumping of chemicals into the groundwater **is prohibited** and the use of excessive fertilizers and pesticides shall be avoided. Homeowners are encouraged to contact the State Wellhead Protection program at (206) 586-9041 or the Washington State Department of Ecology at 800-RECYCLE for more information on groundwater /drinking supply protection."
2. Erosion Control - "Building Permits for lots on the plat shall comply with the approved erosion control plan on file with Clark County Building Department and put in place prior to construction."
3. Responsibility for Private Stormwater Facility Maintenance: For stormwater facilities for which the county will not provide long-term maintenance, the developer shall make arrangements with the HOA of the subject property for assumption of maintenance to the county's Stormwater Facilities Maintenance Manual as adopted by Chapter 13.26A. The responsible official prior to county approval of the final stormwater plan shall approve such arrangements. Final plats shall specify the legal entity responsible for long-term maintenance of stormwater facilities within the Developer Covenants to Clark County. The county **shall have the right to** inspect privately maintained facilities for compliance with the requirements of this chapter. If the parties responsible for long-term maintenance fail to maintain their facilities to acceptable standards, the county shall issue a written notice specifying required actions to be taken in order to bring the facilities into compliance. If these actions are not performed in a timely manner, the county shall take enforcement action and recover from parties responsible for the maintenance in accordance with Section 32.04.060.
4. Impact Fees: "In accordance with CCC 40.610, the School, Park and Traffic Impact Fees for each dwelling in this subdivision are:

\$8290.00 - Battle Ground School District

\$1,103.00- Acquisition Park District #6

\$440- Development for Park District #6

\$ 5539.00- North Orchards Impact Fee area

The impact fees for lots on this plat shall be fixed for a period of three years, beginning from the date of preliminary plat approval, dated 8/8/09, and expiring on 8/8/12. Impact fees for permits applied for following said expiration date shall be recalculated using the then-current regulations and fees schedule."

Modification of Developer Covenants to Clark County

This covenant is executed in conjunction with the approval of the development described above. Under no circumstances shall these covenants be modified unless approved consistent with Clark County Code 40.540.120, "Alteration and Vacation of Final Plats."


IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year indicated below.

Dated this 4th day of October, 2017.

APPROVED AS TO FORM ONLY:

Clark County , Washington
ANTHONY F. GOLIK
Prosecuting Attorney


By: 
Civil Deputy Prosecuting Attorney

By 
Moneta Van, LLC
man van

STATE OF WASHINGTON)
)
 SS.
 COUNTY OF CLARK)

On this day 4th of October, 2017, before me, the undersigned, A Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Troy Johns to me known to be the member of Moneta Jan 71c the entity that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the said entity, for the uses and purposes therein mentioned, and on oath stated that he is/are authorized to execute the said instrument on behalf of the said entity.

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


 Signature of Notary Public

Notary Public in and for the State of Washington,
 Name Printed Jaima K. Johnson
 Residing at Camas
 My Commission Expires: 2-28-19

JAIMA K. JOHNSON
 NOTARY PUBLIC
 STATE OF WASHINGTON
 COMMISSION EXPIRES
 FEBRUARY 28, 2019

Acknowledgment - Corporation - Trust or - Partnership

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 199875-000

A portion of the James McAllister donation land claim in the Southwest quarter of the Northeast quarter, the Northwest quarter of the Southeast quarter, the Northeast quarter of the Southwest quarter, the Southeast quarter of the Northwest quarter of Section 33, Township 3 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at a 5/8" iron rebar marking the East Quarter Corner of Section 33, as shown in Book 310 of Plats, page 737, Clark County Auditor's Records;

Thence North 88° 53' 07" West, along the North line of the Southeast quarter of Section 33, for a distance of 2201.88 feet to a point on the East line of the James McAllister donation land claim, said point also being the most Southerly angle point on the South line of Lot 7 of "Westminster Walk Phase 2" as shown in Book J of Plats, page 464, Clark County Auditor's records;

Thence North 02° 05' 06" East, along the East line of the James McAllister donation land claim, for a distance of 27.30 feet to a 1/2 inch iron rebar (Plat J-464), said point also being the most Northerly angle point on the South line of said Lot 7 and the TRUE POINT OF BEGINNING;

Thence leaving said East line of the James McAllister donation land claim, North 87° 55' 51" West, along the South line of lots 6 and 7 of said "Westminster Walk Phase 2" for a distance of 495.00 feet, to the Southwest corner of said lot 6;

Thence South 02° 05' 06" West, along the East line of lot 5 of said "Westminster Walk Phase 2" for a distance of 485.00 feet, to the North Right of Way line of Northeast 107th street conveyed to Clark County as described under Clark County Auditor's File Number C90446;

Thence along said North Right of Way line, South 87° 55' 51" East, for a distance 495.00 feet, to a point on the East line of said James McAllister donation land claim;

Thence along the East line of said James McAllister donation land claim, N 02° 05' 06" E, for a distance of 485.00 feet to the True Point of Beginning;

EXCEPT County Roads

COVENANT RUNNING WITH THE LAND

A Covenant to Clark County, a political subdivision of the State of Washington, hereinafter "County", in conjunction with the approval of the final plat for **URBAN POINTE aka Westminstershireville Subdivision ENG2016-00228 and FLD2017-00044** for real property described herein below whereby the Owner of said property may pass, covenant that "Owner" will defend any trespass/undue burden claim in the event that any easement beneficiary to the private road adjoining the western boundary of the plat seeks removal of the stormwater facility from easement. Owners herein covenant to and agree with Clark County on behalf of themselves and all of their heirs, assigns and successors in interest into whose ownership the below described real property might pass, as follows: it being specifically agreed and covenanted that this is a covenant running with the land hereinafter described.


- 1.) Owners are the sole and exclusive owner of the following described property located in Clark County, State of Washington: #44 James McAllister DLC 5.51 A
- 2.) Owner seeks to use the property that is subject to a private road easement for location of the subdivision stormwater facility.
- 3.) Owner covenants that is has been unable to locate the easement beneficiaries. It is therefore reasonable to allow construction of the stormwater facility as long as the Owner retains the responsibility for defending any claim by the easement beneficiary that the Owner's use of the easement constitutes an undue burden on the easement.
- 4.) The provisions of this covenant are enforceable in law or equity by Clark County and its successors.
- 5.) This covenant and all of its provisions, and each of them, shall be binding upon the owners and any and all of their heirs, assigns and successors in interest into whose ownership the above described real property may pass, and any obligations made herein by owners, shall be enforceable against all of their heirs, assigns, and successors in interest into whose ownership the above described real property may pass.

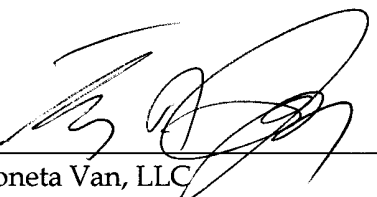
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year indicated below.

Dated this 31st day of Jan., 2017.

APPROVED AS TO FORM ONLY:

Clark County , Washington
ANTHONY F. GOLIK
Prosecuting Attorney

By: 
Civil Deputy Prosecuting Attorney

By: 
Moneta Van, LLC

STATE OF WA)
 COUNTY OF Clark) SS.

On this day 31 of January, 2017, before me, the undersigned, A Notary Public in and for the State of WA, duly commissioned and sworn, personally appeared Troy Johns to me known to be the member of Moneta Van, LLC the entity that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the said entity, for the uses and purposes therein mentioned, and on oath stated that he is/are authorized to execute the said instrument on behalf of the said entity.

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

Jaima K. Johnson
 Signature of Notary Public

Notary Public in and for the State of WA,
 Name Printed Jaima K. Johnson
 Residing at Camas
 My Commission Expires: 2-28-19

JAIMA K. JOHNSON
 NOTARY PUBLIC
 STATE OF WASHINGTON
 COMMISSION EXPIRES
 FEBRUARY 28, 2019

Acknowledgment - Corporation - Trust or - Partnership

COVENANT RUNNING WITH THE LAND

Grantor (owner): Moneta Van, LLC
Grantee: Clark County
Abbreviated Legal Description: #44 James McAllister DLC
Assessor's Property Tax Parcel/Account No(s): 199875-000
Subdivision Review Case No.: PLD2009-00022 FLD2017-00044

A **Covenant** to Clark County, State of Washington, hereinafter "County," entered into in conjunction with the Subdivision Review #PLD2009-00022, of certain real property as more particularly described in Exhibit A, hereinafter "Site," whereby the owner(s) of said real property on behalf of themselves and all their heirs, assigns and successors in interest into whose ownership said property may pass, together hereinafter referred to as "Grantor," covenant to the County that it will have access to the stormwater facilities as shown on an expanded portion of the plat of Urban Pointe, attached hereto and incorporated herein by reference as Exhibit B, hereinafter "Facilities."

Grantor herein covenants to Clark County and agrees on behalf of themselves and all of their heirs, assigns and successors in interest into whose ownership the Site might pass, as follows, it being specifically agreed and covenanted that this is a covenant running with the land described in Exhibit A:

1. That it is the sole and exclusive owner of the Site.
2. This Covenant has three purposes: to ensure that the Facilities are inspected, maintained, and repaired, as necessary, by the Homeowners Association, identified in the Final Stormwater Plan for the Site as responsible for long-term maintenance; to ensure that the County is allowed access to the Facilities as shown on Exhibit B for both routine and emergency inspection of the Facilities for

compliance with the Clark County Stormwater Manual, and, Chapters 13.26A and 40.385/40.386 Clark County Code, as they may be amended and in effect at the time, or as they have been superseded; and to provide access to the County for emergency maintenance or repairs to prevent flooding or pollution of other properties.

3. If the HOA which is responsible for long-term maintenance fail to maintain the Facilities to applicable standards, the County shall issue a written notice specifying required actions to be taken in order to bring the Facilities into compliance. Required maintenance shall be performed according to the Clark County Stormwater Manual as in effect at the time, or requirements that have superseded that Manual. If these actions are not performed in a timely manner, the County may access the Facilities, perform necessary maintenance and repair, and bill the parties responsible for the maintenance in accordance with Title 32 CCC.
4. Nothing in this Covenant shall be construed to provide for public use of or entry into the Facilities area as shown on Exhibit B. However, representatives and agents of Clark County are hereby authorized to make reasonable entry upon such land for purposes related to administering this Covenant.
5. This Covenant and all of its provisions, and each of them shall be binding upon the owner and any and all of their heirs, assigns and successors in interest into whose ownership the Site may pass, and any obligations made herein by owners, shall be enforceable against all of their heirs, assigns and successors in interest into whose ownership the Site may pass.
6. The provisions of this Covenant are enforceable in law or equity by Clark County and its successors; provided, however, that in the event the Site is annexed into a City, the enforcement and modification of the Covenant shall be transferred to the annexing jurisdiction upon the effective date of the annexation, after which Clark County shall not be required to review or consent to any modification or to be involved in any enforcement of the Covenant.

IN WITNESS WHEREOF, the parties hereto have caused this Covenant to be executed the day and year indicated below.

Dated this 4th day of Oct., 2017.

GRANTOR

Entity name: Moneta VAN LLC

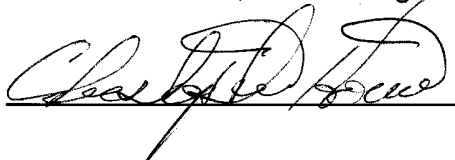
By: 

Print name TROY A. JOHNS

Print title Member

APPROVED AS TO FORM ONLY:

ANTHONY F. GOLIK, Prosecuting Attorney

By: 

Deputy Prosecuting Attorney

STATE OF WASHINGTON)
)
 SS.
 COUNTY OF CLARK)

On this day 4th of October, 2017, before me, the undersigned, A Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Troy Johns to me known to be the member of Moneta Van LLC the entity that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the said entity, for the uses and purposes therein mentioned, and on oath stated that he is/are authorized to execute the said instrument on behalf of the said entity.

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

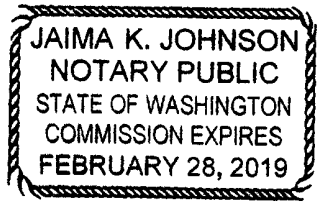
Jaima K Johnson
 Signature of Notary Public

Notary Public in and for the State of Washington,

Name Printed Jaima K Johnson

Residing at Camas

My Commission Expires: 2-28-19



Acknowledgment - Corporation - Trust or - Partnership

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 199875-000

A portion of the James McAllister donation land claim in the Southwest quarter of the Northeast quarter, the Northwest quarter of the Southeast quarter, the Northeast quarter of the Southwest quarter, the Southeast quarter of the Northwest quarter of Section 33, Township 3 North, Range 2 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at a 5/8" iron rebar marking the East Quarter Corner of Section 33, as shown in Book 310 of Plats, page 737, Clark County Auditor's Records;

Thence North 88° 53' 07" West, along the North line of the Southeast quarter of Section 33, for a distance of 2201.88 feet to a point on the East line of the James McAllister donation land claim, said point also being the most Southerly angle point on the South line of Lot 7 of "Westminster Walk Phase 2" as shown in Book J of Plats, page 464, Clark County Auditor's records;

Thence North 02° 05' 06" East, along the East line of the James McAllister donation land claim, for a distance of 27.30 feet to a 1/2 inch iron rebar (Plat J-464), said point also being the most Northerly angle point on the South line of said Lot 7 and the TRUE POINT OF BEGINNING;

Thence leaving said East line of the James McAllister donation land claim, North 87° 55' 51" West, along the South line of lots 6 and 7 of said "Westminster Walk Phase 2" for a distance of 495.00 feet, to the Southwest corner of said lot 6;

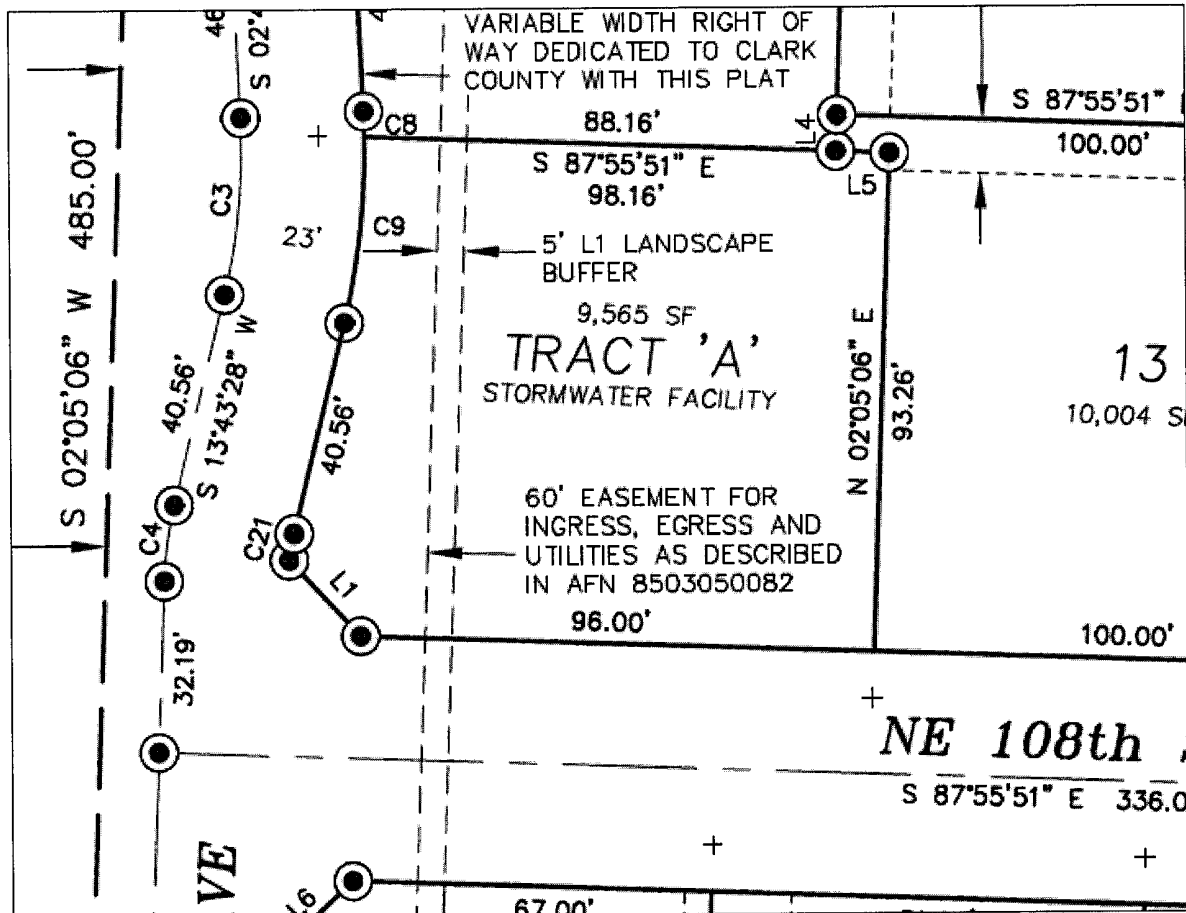
Thence South 02° 05' 06" West, along the East line of lot 5 of said "Westminster Walk Phase 2" for a distance of 485.00 feet, to the North Right of Way line of Northeast 107th street conveyed to Clark County as described under Clark County Auditor's File Number C90446;

Thence along said North Right of Way line, South 87° 55' 51" East, for a distance 495.00 feet, to a point on the East line of said James McAllister donation land claim;

Thence along the East line of said James McAllister donation land claim, N 02° 05' 06" E, for a distance of 485.00 feet to the True Point of Beginning;

EXCEPT County Roads

Exhibit "B"

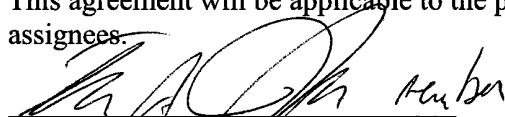


SUBDIVISION JOINT ACCESS AGREEMENT

Whereas, lots 15 and 16 of Clark County subdivision recorded in Book of Plats at book number 311, at page 976, are shown as sharing the same access driveway along a common property line.

It is therefore agreed by the present owner(s) of the above described properties, that they have mutual right to access and use said driveway. The person(s) establishing this easement for utilities right-of-way, maintenance, and repair agree that these rights and responsibilities are to be shared equally. To that end, each party for and in consideration of mutual access, grant and convey to the other parties/ future lot owners a non-exclusive easement for (ingress, egress, access, utility lines, over, on and across the following described real estate: Lots 14 and 17, see exhibit "A", situated in the County of Clark, State of Washington.

This agreement will be applicable to the present owners, their successors, heirs, and/or assignees.

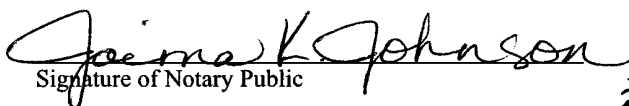


Moneta Van, LLC owner of Lots 14-17

STATE OF WASHINGTON
 COUNTY OF CLARK SS.

On this day 4th of October, 2017, before me, the undersigned, A Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Troy Johns to me known to be the member of Moneta Van, LLC the entity that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the said entity, for the uses and purposes therein mentioned, and on oath stated that he is/are authorized to execute the said instrument on behalf of the said entity.

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



 Signature of Notary Public

Notary Public in and for the State of Washington,
 Name Printed Jaima K. Johnson
 Residing at Camas
 My Commission Expires: 2-28-19

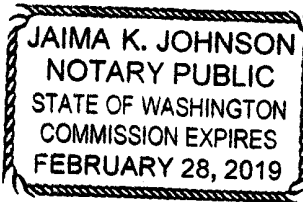
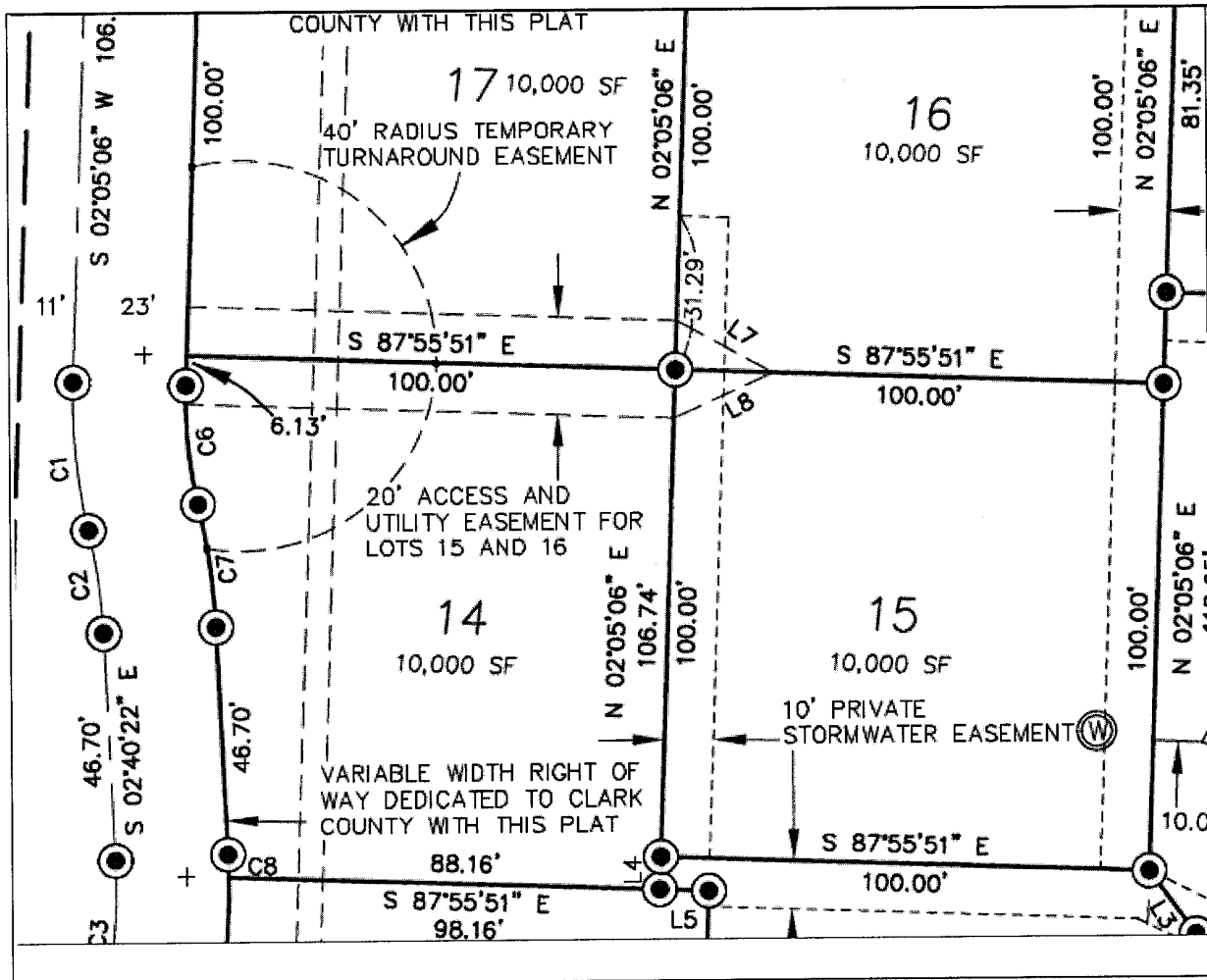


EXHIBIT "A"



CERTIFICATION FOR SUBDIVISION PLATTING

ORDER NO.: 612845594

This is to certify that in connection with the recordation of the plat and dedication of
Urban Pointe Subdivision

The following list comprises all necessary parties signatory thereto:

Moneta Van, LLC, a Washington Limited Liability Company
Generation PDX LLC

This certificate does not purport to reflect a full report on condition of title nor nature and extent of interest vested in each of the parties enumerated above, and shall have no force and effect except in fulfilling the purpose for which it was requested.

DATED July 23, 2018

FIDELITY NATIONAL TITLE COMPANY OF WASHINGTON



James R. Copeland



DOUG LASHER
CLARK COUNTY TREASURER

P.O. Box 5000, Vancouver, Washington 98666-5000
Telephone 360-397-2252, Fax: 360-397-6042
Web: www.clark.wa.gov/Treas

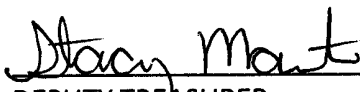
PLAT CERTIFICATION LETTER
DATE: May 25, 2018

This is to certify that the 2018 real property tax in the amount of \$7294.52 has been paid. We further certify that the current and prior years' taxes have been paid in full on the property described as follows:

Property ID Abbreviated Legal
199875000 #44 JAMES MCALLISTER DLC 5.51A (PEND 1299 to be URBAN POINTE)

Platted As: URBAN POINTE

Platted By: MONETA VAN LLC
1004 W 13TH ST STE 240
VANCOUVER WA 98660


DEPUTY TREASURER

RECEIPT# SLM-05252018-9



5505887 USC

Total Pages: 8 Rec Fee: \$81.00

Recorded in Clark County, WA 04/23/2018 11:34 AM

CITY OF VANCOUVER

RETURN ADDRESS:

City of Vancouver – City's Clerk's Office

PO Box 1995

Vancouver, Washington 98668-1995

Document Title(s)

UTILITY SERVICE COVENANT

Reference Number(s) of related document(s):

Grantor(s):

MONETA VAN LLC

Grantee(s):

CITY OF VANCOUVER

Abbreviated Legal Description:

PARCEL #44 IN THE JAMES MCALLISTER DONATION LAND CLAIM, CLARK COUNTY, WASHINGTON. SECTION 33, T3N, R2E WM

Assessor's Property Tax Parcel/Account Number(s):

199875000

City of Vancouver Project Name/Number(s):

USC 240158

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording process may cover up or otherwise obscure some part of the text of the original document.

Signature of Requesting Party

Do not write, stamp or sign outside the line.

UTILITY SERVICE COVENANT (Corporate Ownership, including Corporation, LLC, Partnership, Trust, and Estate)

WHEREAS, the undersigned person represents the corporate owners of real property which is outside the present city limits of Vancouver and have requested for such property to be served with City of Vancouver water and /or sewer; and,

WHEREAS, it is understood by the undersigned that the provision of city water and/or sewer to the land and improvements of the corporate owners must be consistent with policies of the City of Vancouver relative to such utility service and annexation; and,

WHEREAS, it is recognized that such land as will be served by city water or sewer is presently intended to ultimately become part of the City of Vancouver through annexation,

NOW, THEREFORE, the undersigned warrant that the signature subscribed hereon represents all legal and equitable owners of (and of all persons having a real property interest in) the property commonly known as:

Parcel Number(s): 199875-000

Attachments: Exhibit A - Legal Description of Parcel(s)

Exhibit B - Map(s) 8.5 x 11"

- B1 - Parcel Map(s)
- B2 - Short Plat/Subdivision Map(s) (if applicable)

Exhibit C - Affidavit (Notarized)

Project Name: Urban Pointe Subdivision

The County of Clark, State of Washington.

In the event the City of Vancouver, in its discretion, furnishes water and/or sewer to the above-described land, then in consideration of this agreement and as a condition of and in consideration of such furnishing of water and/or sewer services, the undersigned representing the corporate ownership of the above-described land and their successors in interest, hereby covenant to the City of Vancouver, and also to the present and future owners of any property affected by the furnishing of city water or sewer to which this covenant relates, that all or any of them will, whenever so requested, sign any letter, notice, petition or other instrument addressed to the city under chapter 35.13, RCW, initiating, further or accomplishing the annexation to the City of Vancouver of the area contiguous to the city in which the above-described land to the City of Vancouver is located.

It is understood that the covenant will apply whether or not such annexation involves the assumption by the area to be annexed of the existing City of Vancouver indebtedness and other lawful conditions as the city will lawfully impose.

Nothing in this covenant will be deemed to enlarge, diminish or qualify the exercise of rights and powers of the City of Vancouver in the premises.

The undersigned further agree that this covenant will run with their above-described land and may be filed by the city in the real estate records of the Auditor of Clark County.
This covenant is signed to secure the benefit of such city utility service.

Dated this 29 day of November, 20 17

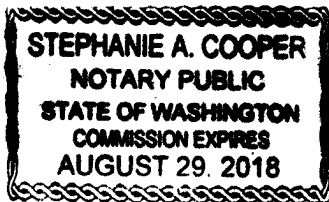
[Signature]
(Signature)

Troy A Johns
(Print Name)
Troy A Johns

STATE OF WASHINGTON)
) SS
COUNTY OF CLARK)

I hereby certify that I know or have satisfactory evidence that Troy A Johns
(Print Name)
signed this instrument, on oath stated that (she/he) is authorized to execute the instrument as a
Member of Moneta Van LLC, a Washington Limited Liability Company
(Position/Title) (Name of Corporation)

and acknowledge it to be (her/his) free and voluntary act of such party for uses and purposes mentioned in the instrument.



[Signature]
(Signature of Notary)
Stephanie A Cooper
(Print Name of Notary)

My Appointment Expires: 8/29/18
Notary Public for the State of Washington

**Exhibit A
Legal Description**

Project Name: URBAN POINTE

Tax Parcel: 199875000

That portion of Section 33, Township 3 North, Range 2 East of the Willamette Meridian in Clark County, Washington, lying within the James McAllister Donation Land Claim, described as follows:

BEGINNING at a point on the East line of said McAllister Donation Land Claim at the intersection of said East line with the North line of N.E. 107th Street; thence North along the East line of said McAllister Donation Land Claim, 485.00 feet; thence West, parallel with the North right-of-way line of N.E. 107th Street, 495.00 feet; thence South parallel with the East line of said McAllister Donation Land Claim, 485.00 feet to the North right-of-way line of N.E. 107th Street; thence East along said North line of N.E. 107th Street 495.00 feet to the point of beginning.

ALL EXCEPT N.E. 107th Street.

**Exhibit B1
Parcel Map**

Project Name: URBAN POINTE

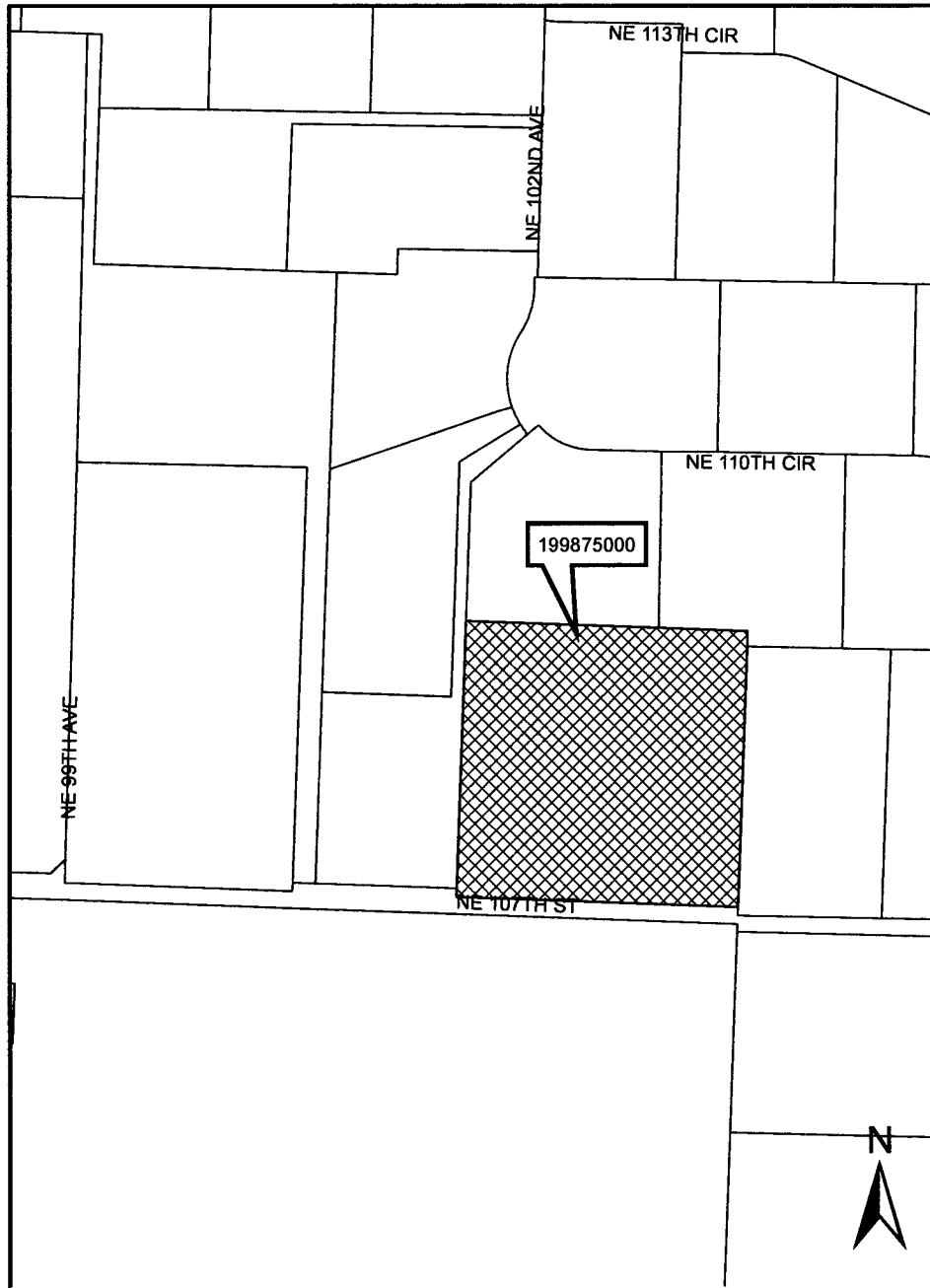
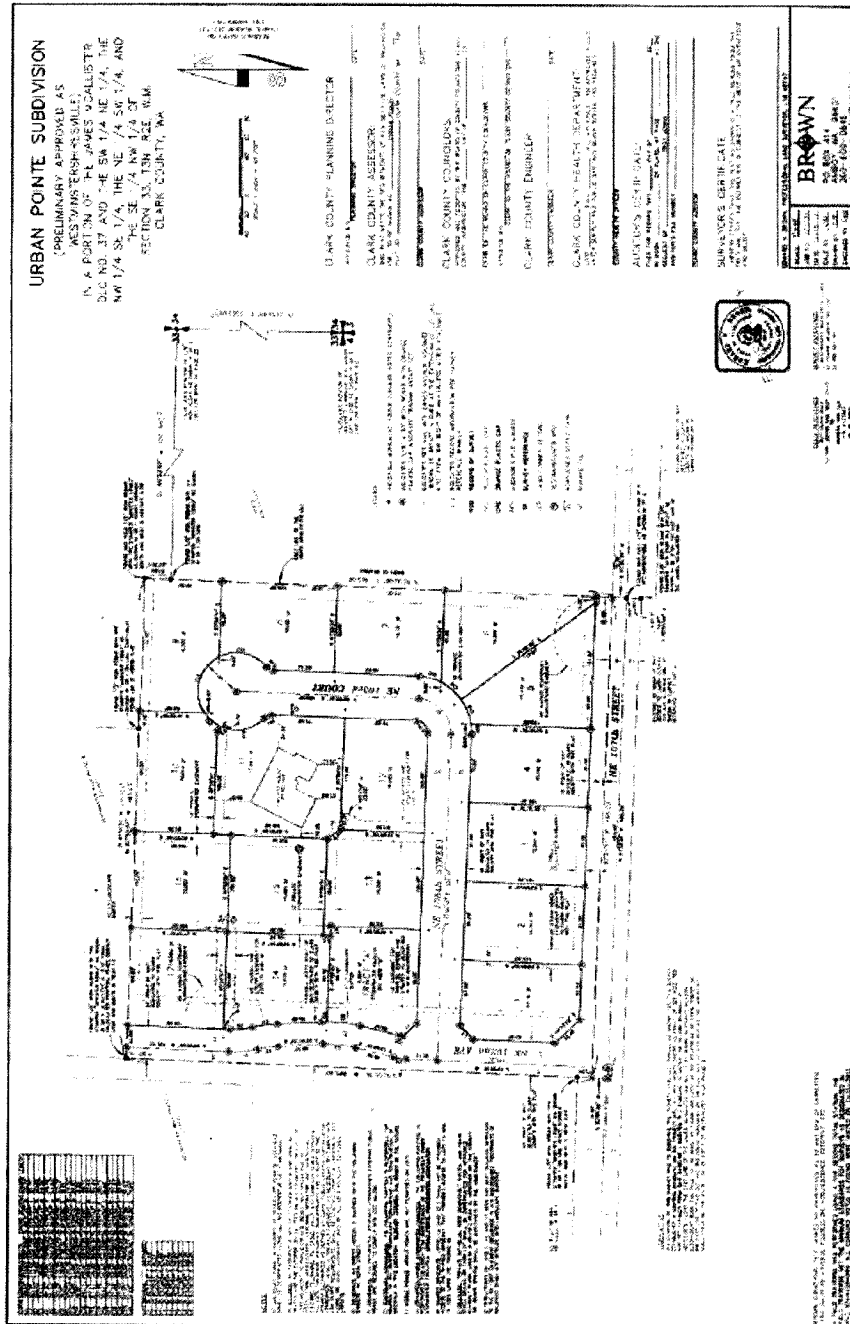


Exhibit B2 Parcel Map

Project Name: URBAN POINTE SUB



Do not write, stamp, or sign outside the line

EXHIBIT C

Affidavit of Authority to Execute Utility Service Covenant (USC)

I, Troy A. Johns, do testify and depose that:
(Print Name)

1. I currently hold the office of member of the
(Title/Position)

Moneta VAN LLC, a Washington limited liability company
(Corporation/LLC/Partnership/Trust/Estate)

2. I understand that as a condition of providing utility service outside of the corporate limits of the City of Vancouver, that the City of Vancouver requires the execution of a Utility Service Covenant. I understand that the Utility Service Covenant will run with the land and bind all its successors/heirs/assigns.

3. I am duly authorized pursuant to authority granted to me under the corporate articles of incorporation, the corporate bylaws, a corporate resolution, a partnership or operating agreement, other provision of law, or other document, to sign the Utility Service Covenant without additional signatures on behalf of the

Moneta VAN LLC, a Washington limited liability company
(Corporation/LLC/Partnership/Trust/Estate)

I swear or affirm under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct. Dated this 23rd day of NOV, 2017

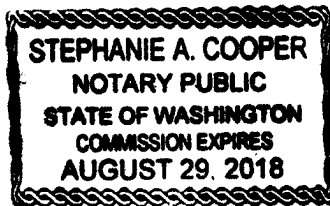
Troy A. Johns
(Signature)
Troy A. Johns
(Print Name)

STATE OF WASHINGTON)
) SS
COUNTY OF CLARK)

I hereby certify that I know or have that satisfactory evidence that Troy A. Johns
(Print Name)

signed this instrument, on oath stated (she/he) is authorized to execute the instrument and acknowledged it to be (her/his) free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Stephanie A. Cooper
(Signature of Notary)
Stephanie A. Cooper
(Print Name of Notary)



My Appointment Expires: 8/29/18
Notary Public for the State of Washington

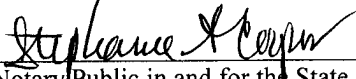
STATE OF WASHINGTON

ss.

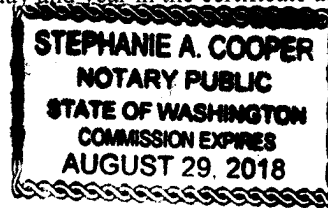
COUNTY OF CLARK

On this 29th day of November, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Troy A Johns to me known to be the Member of Moneta Van LLC, a Washington limited liability company the entity that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the said entity, for the uses and purposes therein mentioned, and on oath stated that (he/she/they) (is/are) authorized to execute the said instrument on behalf of the said entity.

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



Notary Public in and for the State of Washington,
Residing at Vancouver
My Commission Expires: 8-29-17



Acknowledgment - Corporation - Trust or - Partnership

85 07110125

EASEMENT AND RIGHT-OF-WAY
(Individual)UG

E.R. No. 15445 Chumbley
D.R. No. 3233244

The GRANTORS, JOHN R. GILBERT and DEANNA L. GILBERT, husband and wife

and for the sum of One Dollar (\$1.00) and other good and sufficient consideration in hand, paid, grant, bargain, sell and convey unto PUBLIC UTILITY DISTRICT NO. 1 OF CLARK COUNTY, a municipal corporation of the State of Washington, its successors and assigns, including joint users, a perpetual easement and right-of-way in and over the following described real property located in Clark County, Washington, particularly described as follows:

Easement for underground electrical distribution system and appurtenances necessary thereto in, on, over, under and across the lands herein mentioned, together with a 10-foot wide corridor the centerline of which is coincident with the centerline of the ditch for the underground facilities and appurtenances necessary thereto and as may be provided by either the District and/or the Grantors, their heirs, agents, or assigns. The Grantors agree to permit the District the right and use of an easement to tap to or from the underground electrical distribution facilities to serve the present and/or future development of contiguous lands and for the present and future development and/or partitioning of the following described tract of land.

See the attached Exhibit "A."

For the purpose of installing, maintaining and operating thereon and therein an underground electric distribution system, including communication and consisting of underground distribution and service conductors with surface-mounted transformers, as may be necessary to provide said premises and the dwellings to be constructed thereon with complete electric service, together with the right of ingress and egress for purposes of installing, inspecting, repairing, replacing or removing any of the facilities installed therein.

PROVIDED, That all underground conductors shall be buried at a depth of not less than thirty-six (36) inches; and PROVIDED FURTHER That, upon completion of installation of all facilities required to serve all lots above-described the easement herein granted shall become limited to the actual locations of the facilities as installed with reasonable rights of ingress and egress for the purposes above-stated.

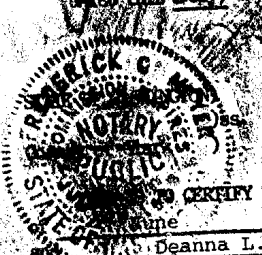
The Grantors covenant for themselves, their heirs, successors and assigns that: (a) they will not build or place, or allow to be built or placed, any structure of any kind over the easement granted herein, (b) that if such a structure is built or placed, they will remove the same at the request of the Grantee at no cost to the Grantee, or in the alternative, pay the Grantee the cost of rerouting the utilities around the structure.

The decision as to whether to remove or reroute shall be within the sole discretion of the Grantee.

DATED this 21st day of June, 1985.

John R. Gilbert
John R. Gilbert
Deanna L. Gilbert
Deanna L. Gilbert

235



I do hereby CERTIFY That, before me, the undersigned Notary Public, on this 21st day of June, 1985 personally came John R. Gilbert and Deanna L. Gilbert to me Frederick G. Meyer, known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that they signed the same as their own free and voluntary act(s) and deed(s) for the uses and purposes therein mentioned.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my Official Seal the day and year in this Certificate first above-written.

Frederick G. Meyer
Notary Public in and for the State of Washington, residing at Vancouver My Commission Expires: July 20, 1988.

E. R. No. 15445
D. R. No. 3233244

EXHIBIT "A"

That portion of Section 33, Township 3 North, Range 2 East, Willamette Meridian lying within the James McAllister Donation Land Claim described as follows:

Beginning at a point on the East line of said McAllister Donation Land Claim at the intersection of said East line with the North line of N.E. 107th Street;

Thence North along the East line of said McAllister Donation Land Claim, 485.00 feet;

Thence West parallel to the North right of way line of N.E. 107th Street, 495.00 feet;

Thence South parallel to the East line of said McAllister Donation Land Claim, 485.00 feet to the North right of way line of N.E. 107th Street;

Thence East along said North line of N.E. 107th Street, 495.00 feet to the Point of Beginning.

Subject to a 60 foot easement for ingress, egress and public utilities over, under and across the Westerly 60 feet of the above described tract.

FILED FOR RECORD
CLERK OF CLATSOP COUNTY

JUL 11 4 39 PM '85

AUDITOR
DAVID MICHENER

0236