

When Recorded Return To:
City of Vancouver
CDBG and HOME Programs
PO Box 1995
Vancouver, WA 98668-1995
Attention: Peggy Sheehan, (360) 487-7952

CITY OF VANCOUVER, WASHINGTON
LOW INCOME HOUSING IMPACT FEE WAIVER COVENANT AGREEMENT

Grantor: Vancouver Housing Authority
Grantee: City of Vancouver
Assessor’s Tax ID#: 29844000
Abrv. Legal Description: Parcels #9 & #99 ROBERT ROCKETT DLC in the SW 1/4, S24, T2N, R1E WM
Full legal description attached as Exhibit A
Address: 2200 Norris Road Vancouver, WA 98661

COVENANT RUNNING WITH THE LAND:

This COVENANT is made and effective this ____ day of _____, 2021, and by Vancouver Housing Authority a Washington Municipal Corporation to the CITY OF VANCOUVER, State of Washington (hereinafter the “City”).

Recitals.

- A. The Vancouver Housing Authority is the owner or party in interest of certain real property with tax ID # 29844000 and abbreviated legal description of Parcels #9 & #99 ROBERT ROCKETT DLC in the SW ¼ of Section 24, Township 2N, Range 1E of the Willamette Meridian more particularly described in Exhibit “A” attached hereto and incorporated herein by reference (hereafter the “Site”).
- B. A majority of the development on the Vancouver Housing Authority tax parcel site shall be low-income housing to be owned and occupied by, or leased to, low-income persons with income no greater than eighty percent of the median family income adjusted for family size for Clark County, Washington, as reported by the United States Department of Housing and Urban Development. That portion of the development which is low income housing is hereinafter the “Property”. The ground floor commercial space of the mixed use development will be sold to the City of Vancouver via a condominium declaration post construction completion with its own separate tax parcel and will not be subject to this covenant.
- C. For the purposes of this covenant, low income housing is defined as housing for which the monthly housing expense is no greater than thirty percent of eighty percent of the median family income adjusted for family size for Clark County, Washington, as reported by the United States Department of Housing and Urban Development.
- D. City approved an impact fee waiver for the Property in accordance with Vancouver Municipal Code Section 20.915.080.

Agreement:

- NOW, THEREFORE, The Vancouver Housing Authority covenants and agrees, on behalf of itself and all successors and assigns, as follows, it being specifically agreed that this is a covenant which touches, concerns, enhances, benefits and runs with the land:
- E. The Vancouver Housing Authority is the sole and exclusive owner or party of interest of the Site in Clark County, State of Washington, described in Exhibit “A” hereto.

F. The Vancouver Housing Authority Property shall not be used for any purpose other than for low-income housing.

Low Income Housing Impact Fee Waiver Covenant (Continued)

G. In the event that that the Vancouver Housing Authority Property is converted to a use other than for low-income housing, the owner must pay the applicable impact fees in effect at the time of conversion.

H. This covenant and all of its provisions shall be binding upon the Vancouver Housing Authority and any and all of its assigns and successors in interest into show ownership the Property may pass, and any obligations made herein by the Vancouver Housing Authority shall be enforceable against all of its assigns and successors in interest into whose ownership the Property may pass, and all of them, except as this covenant shall expressly provide to the contrary.

I. Those signatories who sign on behalf of a corporation are expressly vested by the by-laws of the corporation which they purport to represent with the authority to bind such corporation in the manner in which such signatories have purported to bind their principal herein.

J. In the event of any litigation arising hereunder, or with respect hereto, the law of the State of Washington will control and, and all signatories hereto, do hereby submit themselves personally to the jurisdiction of the courts of the State of Washington, and do hereby agree that any action arising hereunder may be instituted in Clark County Superior Court, if the parties are served, including anywhere not within the State of Washington, ay any method authorized by Washington law.

K. This covenant shall remain in full force and effect until amended, modified, or terminated by the action of the City in zoning proceedings appropriate for that purpose.

L. A copy of this covenant will be filed with the County Auditor.

IN WITNESS HEREOF, the Vancouver Housing Authority a Washington Municipal Corporation has executed this Covenant on the _____ day of _____, 2021.

BORROWER: Vancouver Housing Authority

By: _____

Print Name: Roy Johnson, Executive Director

Low Income Housing Impact Fee Waiver Covenant (Continued)

CORPORATE NOTARY

STATE OF _____)
)ss
COUNTY OF _____)



On this ____ day of _____, 2021 before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____, known to me as the [title] _____ of _____, a Washington Municipal Corporation, 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 uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument on behalf of the said entity.

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

NOTARY PUBLIC in and for the State of _____,
My Commission Expires: _____

EXHIBIT A:
SITE LEGAL DESCRIPTION

Tax ID #: 29844000

Description:

A PORTION OF THE ROBERT ROCKETT DONATION LAND CLAIM (D.L.C.) IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 2 NORTH, RANGE 1 EAST, WILLAMETTE MERIDIAN, CITY OF VANCOUVER, CLARK, COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT CONCRETE MONUMENT WITH TRIANGULAR BRASS CAP IN CASE WITH COVER MARKING THE SOUTHWEST CORNER OF THE JOSEPH DURGAN DONATION LAND CLAIM (SAID POINT ALSO BEING ON THE NORTH LINE OF THE EDWARD MOORE DONATION LAND CLAIM AND ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF NORRIS ROAD);

THENCE NORTH 88°54'01" WEST ALONG THE NORTH LINE OF SAID EDWARD MOORE DONATION LAND CLAIM, FOR A DISTANCE OF 50.00 FEET TO A 1/2 " IRON PIPE SET IN A SURVEY FOR "FOURTH PLAINS SCHOOL" BY U. ERNEST NELSON IN MAY AND OCTOBER 1944 AND RECORDED IN CLARK COUNTY SURVEYOR BIN FILE NO. 251-G (SAID POINT BEARS SOUTH 88°54'01" EAST, 319.61 FEET FROM A CONCRETE MONUMENT WITH 2" BRASS DISC MARKING THE NORTHWEST CORNER OF THE EDWARD MOORE DONATION LAND CLAIM);

THENCE NORTH 00°58'44" EAST, ALONG THE WEST RIGHT-OF-WAY LINE OF NORRIS ROAD PARALLEL WITH THE 50.00 FEET WEST MEASURED AT RIGHT ANGLES TO THE WEST LINE OF THE JOSEPH DURGAN DONATION LAND CLAIM, FOR A DISTANCE OF 495.29 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 00°58'44" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, FOR A DISTANCE OF 201.62 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF EAST FOURTH PLAIN BOULEVARD;

THENCE NORTH 81°44'54" WEST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, FOR A DISTANCE OF 306.78 FEET.

THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 01°32'22" WEST, FOR A DISTANCE OF 150.00 FEET;

THENCE NORTH 88°26'58" WEST, FOR A DISTANCE OF 158.45 FEET TO THE EAST LINE OF THE "KADOW TRACT" AS DESCRIBED UNDER CLARK COUNTY AUDITOR'S FILE NUMBER F-53945 (RECORDED FEBRUARY 6, 1946);

THENCE SOUTH 01°32'22" WEST, ALONG THE EAST LINE OF SAID "KADO TRACT". FOR A DISTANCE OF 32.76 FEET;

THENCE LEAVING SAID EAST LINE, SOUTH 81°44'54" EAST, FOR A DISTANCE OF 468.31 FEET TO THE TRUE POINT OF BEGINNING.