



CASTLE ROCK CITY COUNCIL AGENDA

Regular Meeting: Monday, April 14, 2025
7:30 PM

Location

Castle Rock Senior Center
222 Second Ave SW
Castle Rock, WA 98611

AGENDA

To join this meeting from your computer, tablet or smartphone: <https://global.gotomeeting.com/join/201632365>

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1. CALL TO ORDER

- a. Pledge of Allegiance
- b. Roll Call
- c. Changes to Agenda

2. PROCLAMATIONS & PRESENTATIONS

- a. Sexual Assault Awareness Month (page 3)

3. CITIZEN COMMENTS - maximum 3 minutes

4. DEPARTMENT REPORTS

- City Attorney Frank Randolph
- Police Chief Charlie Worley
- Public Works Director Dave Vorse
- Huntington Ave S - Street Tree Planting Plan
- City Engineer Tom Gower
- Clerk-Treasurer Carie Cuttonaro

5. COUNCIL AND AD HOC COMMITTEE REPORTS

- Mayor / Mayor Pro-Tempore / Councilmembers
- CRCDA Representative

6. PUBLIC HEARINGS

7. CONSENT AGENDA

- a. Approve the minutes of the March 24, 2025 Regular Council Meeting. (page 4-6)
- b. Approve the March 2025 invoices as described in the Fund Transaction Summary Report in the amount of \$720,320.83. (page 7-8)

8. OLD BUSINESS

9. NEW BUSINESS

- a. Interlocal Agreement with Cowlitz County to provide Floodplain Management Administration, on a reimbursable basis per hour worked for services. (page 9-14)

- b. Castle Rock Lions Club has advised the City of their intent to sell fireworks in 2025, per CRMC 5.32(c). Completed permit application including insurance has been submitted. (page 15-19)
- c. Access and Maintenance Easement granted by GNRL, LLC, located at 414 Cowlitz St E. (page 20-22)
- d. License Agreement with GNRL, LLC, granting stormwater access at 414 Cowlitz St E. (page 23-32)

10. OTHER BUSINESS

11. ADJOURNMENT

NEXT REGULAR COUNCIL MEETINGS:

<u>2Q25</u>	<u>3Q25</u>	<u>4Q25</u>	<u>1Q26</u>
April 14	July 14	October 13	January 12
April 28	July 28	October 27	January 26
May 12	August 11	November 10	February 09
Tuesday, May 27	August 25	November 24	February 23
June 09	September 08	December 08	March 09
June 23	September 22	December 22	March 23

Non-Discrimination Statement: This institution is an equal opportunity provider and employer. If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at https://www.ascr.usda.gov/sites/default/files/Complain_combined_6_8_12_508_0.pdf or at any USDA office, or call 866.632.9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter by mail to USDA, Office of the Assistant Secretary for Civil Rights, 1400 Independence Ave, SW, Stop 9410, Washington, DC 20250-9410 or email to program.intake@usda.gov or by fax (202) 690-7442.

Title VI: The City of Castle Rock ensures compliance with Title VI of the Civil Rights Act of 1964 and American Disabilities Act of 1990 by prohibiting discrimination against any person on the basis of race, color, national origin, sex or disabilities in the provision of benefits and services from its federal assisted programs and activities. If you need special accommodations to participate in this meeting, please contact Carie Cuttonaro at 360.274.8181 by 9:00 a.m. three days prior to the meeting.

City Council may add and take action on other items not listed on this Agenda.

Proclamation

FOR

SEXUAL ASSAULT AWARENESS MONTH

April 2025

WHEREAS, April marks Sexual Assault Awareness Month (SAAM): a time to bring attention to the widespread issue of sexual violence and empower communities to take action. This year's theme, "Together We Act, United We Change," highlights the power of working together to create a safer, more respectful environments for all; and

WHEREAS, sexual abuse, assault, and harassment affect individuals of every background. To address this, we must promote education and consent, healthy communication, and bystander intervention. By equipping individuals and communities with these tools, we can help prevent violence before it starts and foster a culture of respect and care; and

WHEREAS, central to this campaign is the importance of amplifying the voices of survivors, especially those most vulnerable in our communities. Their experiences must be heard and acknowledged, and their stories should guide our efforts to combat sexual violence in all its forms; and

WHEREAS, everyone in our communities deserves to live in safe and supportive environments where they are treated with respect. When our workplaces, schools, and communities work together, to uphold safety and respect, we make progress in preventing sexual abuse, assault, and harassment; and

WHEREAS, together, we act; united, we change. By standing in solidarity, we can build a future free from sexual violence and create a world where everyone is safe, valued, and respected.

THEREFORE, BE IT RESOLVED, as Mayor of the City of Castle Rock, I hereby proclaim the month of April 2025 as Sexual Assault Awareness Month.

Signed on this 14th day of April, 2025,

Paul Helenberg, Mayor
City of Castle Rock, Washington

1. CALL TO ORDER

Mayor Paul Helenberg called the regular meeting of the Castle Rock City Council to order at 7:30 PM.

a. Pledge of Allegiance

Mayor Helenberg led the Pledge of Allegiance.

b. Roll Call

Councilmembers present: Art Lee, Lee Kessler, and John Whalen. Councilmember Ellen Rose arrived at 7:34 PM. Councilmember Paul Simonsen was absent.

Staff present: Police Chief Charlie Worley, City Attorney Frank Randolph, Public Works Director Dave Vorse, City Engineer Tom Gower, and Clerk-Treasurer Carie Cuttonaro.

c. Changes to Agenda

2. PROCLAMATIONS & PRESENTATIONS

a. Fair Housing Month

The proclamation was read by Clerk-Treasurer Carie Cuttonaro and presented by Mayor Paul Helenberg.

Amy Ranta accepted the proclamation and spoke about fair housing and thanked the Mayor and Council for their support.

b. Crime Victims Awareness Week

The proclamation was read by Clerk-Treasurer Carie Cuttonaro and presented by Mayor Paul Helenberg.

Tosha Nakano and Laurie accepted the proclamation and spoke about crime victims.

3. CITIZEN COMMENTS - maximum 3 minutes

4. DEPARTMENT REPORTS

- City Attorney Frank Randolph

- Police Chief Charlie Worley

Police Chief Charlie Worley announced that April is Autism Awareness Month. Officers will be wearing blue badges during the month of April to show support.

- Public Works Director Dave Vorse

Public Works Director Dave Vorse deferred to Senior Operator Tyler Stone for the water main project updates. Stone reported 1,300 feet of water main has been installed on Hibbard and the tie-ins will take place this week, resulting in a big loop system.

- City Engineer Tom Gower
- Clerk-Treasurer Carie Cuttonaro
 - Expenditure, Revenue, Cash & Investments Reports

Clerk-Treasurer Carie Cuttonaro gave a verbal report.

5. COUNCIL AND AD HOC COMMITTEE REPORTS

- Mayor / Mayor Pro-Tempore / Councilmembers
Mayor Helenberg gave a verbal report.
- CRCDA Representative

6. PUBLIC HEARINGS

7. CONSENT AGENDA

Councilmember Lee made a motion, seconded by Rose, to approve the Consent Agenda as presented. Motion carried by roll call vote. Councilmembers Lee, Kessler, Whalen, and Rose voted 'Aye'.

- Approve the minutes of the March 10, 2025 Regular Council Meeting.

8. OLD BUSINESS

9. NEW BUSINESS

- Updated Personnel Policy

Presented by Mayor Helenberg, Public Works Director Dave Vorse and Clerk-Treasurer Carie Cuttonaro.

Councilmember Kessler made a motion, seconded by Rose, to approve the Personnel Policy with the following amendment: Unacceptable Violations item "Possession of guns, knives, weapons, explosives, etc., on City property, except as reasonably necessary for your job." After further discussion, motion carried by roll call vote. Councilmembers Lee, Kessler, Whalen, and Rose voted 'Aye'.

- Resolution No. 2025-02, a resolution of the City Council of the City of Castle Rock, Washington, amending Schedules 4 and 5 of the City's Master Fee Schedule.

Clerk-Treasurer Carie Cuttonaro presented.

Councilmember Lee made a motion, seconded by Rose, to approve Resolution No. 2025-02. Motion carried by roll call vote. Councilmembers Lee, Kessler, Whalen, and Rose voted 'Aye'.

10. OTHER BUSINESS

11. ADJOURNMENT

There being no further business, Mayor Helenberg adjourned the meeting at 7:53 PM.

Mayor Paul Helenberg

Clerk-Treasurer Carie Cuttonaro

As of this date, 4/14/2025, the Council by a majority vote, does approve payment of the vouchers included in the Fund Transaction Summary Report, and further described as:

Payroll Expenditures

<u>Transaction Type</u>	<u>Description & Transactions</u>	<u>Amount</u>	<u>Payment Date</u>
Mid-Month Draw	Payroll Nacha # 1619373	24,150.00	3/14/2025
	Taxes	5,250.00	
EOM Payroll	Payroll Nacha # 1634553	73,997.13	3/31/2025
	Payroll 26818 - 26819	2,039.47	
	Benefits ACH	56,153.45	
	Taxes ACH	33,947.09	
	Benefits/Taxes 26820 - 26826	31,911.81	
Accrued - L&I, ESD, PFML, LTC Taxes to be paid at end of quarter.		-	
		227,448.95	

General Expenditures

<u>Transaction Type</u>	<u>Description</u>	<u>Amount</u>	<u>Payment Date</u>
Adjustment/EFT	EFT#1136-3/2025	181.68	3/4/2025
Adjustment/EFT	EFT#1137-3/2025	7,641.23	3/24/2025
Adjustment/EFT	EFT#1138-3/2025	36.00	3/17/2025
Adjustment/EFT	EFT#1139-3/2025	6,999.00	3/10/2025
Adjustment/EFT	EFT#1140-3/2025	101,396.00	3/25/2025
Claims	Check 56065	1,088.31	3/12/2025
Claims	Check 56066	620.17	3/13/2025
Claims	Check 56067 - 56070	1,726.36	3/17/2025
Claims	Check 56071 - 56073	1,337.85	3/31/2025
Claims	Check 56074 - 56147	371,845.28	3/31/2025
		492,871.88	

TBD Expenditures

<u>Transaction Type</u>	<u>Description</u>	<u>Amount</u>	<u>Payment Date</u>
Claims	Check	-	

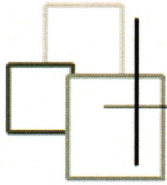
Total Expenditures

	<u>Amount</u>	<u>Payment Date</u>
Total General and TBD Expenditures	492,871.88	3/1/2025 - 3/31/2025
Payroll Expenditures	227,448.95	
Grand Total Expenditures	720,320.83	
Fund Transaction Summary Report	720,320.83	
Balance Check (s/b -0-)	-	

Lee Kessler, Audit Committee Member

Art Lee, Audit Committee Member

Ellen Rose, Audit Committee Member



Fund Transaction Summary

Transaction Type: Invoice
Fiscal: 2025 - Mar - Apr - City Council
System Types: Cash Management, Financials, Payroll, Resources, UB2, Utility Billing

Fund Number	Description	Amount
010	General Fund	\$176,124.56
100	Street Fund	\$25,992.81
115	Building Code Account Fund	\$3,841.89
120	Visitor Center Fund	\$452.22
130	Library Fund	\$650.75
145	Local Criminal Justice Fund	\$119.19
170	DOT Spoil Site Fund	\$2,699.92
320	Street Construction Capital Fund	\$18,559.20
400	Water/Sewer Operating Fund	\$228,661.99
410	Regional Water System Fund	\$41,711.22
420	Stormwater Management Fund	\$11,511.80
435	Muni Water Capital Improvement	\$203,230.80
470	Muni Sewer Capital Imprv Reserve	\$1,404.08
475	Boat Launch Facility Fund	\$4,084.49
631	Utility Deposit Fund	\$91.60
634	State Custodial Pass-Thru Fund	\$1,184.31
	Count: 16	\$720,320.83

**Interlocal Agreement between the City of Castle Rock
And Cowlitz County Relating to Floodplain Management Administration**

The interlocal Agreement, hereinafter “Agreement” is entered into between the City of Castle Rock (“City”) and Cowlitz County, Washington (“County”).

WHEREAS, City and County are public agencies as defined by RCW 39.34 and are authorized to enter interlocal agreements based on mutual advantage and thereby to provide services and facilities in the manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs of local communities; and

WHEREAS, Chapter 86.16 RCW establishes the law in Washington state with regard to floodplain management, which provides that management regulation is to be exercised, in part, through local administration of local codes and administration of the national flood insurance program regulations; and

WHEREAS, City has classified designated frequently flooded areas under Ch. 18.10 of Castle Rock Municipal Code (CRMC) and has adopted floodplain management regulations under Ch. 15.24 CRMC, where City has designated its Building Official to be the Floodplain Administrator for such regulations; and

WHEREAS, County’s Building & Planning Department administers the County’s similarly adopted and implemented floodplain management regulations under the County Building Official; and

WHEREAS City desires to utilize the resources of County’s Building & Planning Department to assist City in performing its flood plain management administration through use of the County Building Official as City’s Floodplain Administrator under Ch. 15.24 CRMC; and

WHEREAS, City has agreed to compensate County for performing these administrative services; and

NOW THEREFORE, in consideration of the terms and provisions contained herein, it is agreed between City and County as follows:

1. Purpose. It is the purpose of this Agreement to establish the framework, roles, and responsibilities to have County provide staffing and resources to assist the City’s Floodplain Administrator through inspection of properties with City issued floodplain permits to ensure compliance with permit requirements and conditions; and through review and signing of elevation certificates related to structures developed within the mapped special flood hazard areas on behalf of the City. County resources and staffing assistance will be provided to the City upon request, except when the provision of staffing and resources harms or impairs the County in performance of County’s statutory and regulatory duties and responsibilities. The County Director of Building and Planning (County Director) will be the sole determinant of such harm and impairment.
2. Cowlitz County Floodplain Assistant Administrator Services. Upon request by the City, and in a timely manner, the County Building and Planning Director (County Director) will provide its County Building Official as an assistant to the City Administrator to: compare and incorporate City issued floodplain permits into building permit plan reviews to ensure floodplain permit requirements and conditions have been addressed in construction plans; and ensure such conditions and requirements are implemented, constructed and achieved through building permit inspections and issuance of certificates of occupancy; and review and sign elevation certificates related to structures developed within the mapped special flood hazard areas; and

other activities related to building permits including: where flood mitigation is likely- participating in meetings and consultations, pre-construction meetings, site-visits; reinspection of properties for achievement of permit conditions; requests for investigation of properties suspected of violations related to floodplain management laws; inspection of historical data such as high water marks of past flooding; and attendance at variance hearings [for floodplain permits]. Direction, oversight, interpretation, and application of City's frequently flooded areas under Ch. 18.10 CRMC and flood damage prevention under Ch. 15.24 CRMC and associated codes (hereinafter collectively "floodplain management codes and standards"), and performance of procedures therewith, shall be at the direction of the City Community Development Director (City Director), as assisted by City Building and Planning staff (City staff), and the City Attorney.

3. Floodplain Management Assistance – Administration Services. The City shall enforce and administer the provisions of the City's above-named floodplain management codes and standards, adopted in accordance with Washington state laws and regulations by and through its designated Administrator.
 - a. Unless County, in providing assistant administrator services, is requested in accordance with section 2, above, City staff will solely perform floodplain management administration and monitoring, and associated permit review and issuance for the City, prior to County Building Official assistance.
 - b. Upon request by the City, County will provide Building Official services to assist the City and its designated Administrator in accordance with the administration of current floodplain management codes and standards as adopted and amended by the State of Washington and the City.
 - c. All such assisting services provided by the County Building Official or designee, will be performed as an agent of the City, for the limited purpose of applying State and City laws, ordinances, and regulations in the performance of services regarding said floodplain management codes and standards.
 - d. When County services are requested, in accordance with section 2, above, the County Building Official or designee shall rely on the interpretations of the City of State laws, ordinances, and regulations relating to application of said floodplain management codes and standards, as provided to the County by the City Director or designee, and by the City Attorney.
 - e. City retains responsibility for all hearings, appeals, and administrative enforcement activities arising from floodplain management services, regardless of which party performed the services.
4. Floodplain Management Assistance – Review Services.
 - a. Pursuant to Section 2, above, and upon request by City, County Building Official will compare and incorporate City approved floodplain permits and elevation certificates into the building permit plan review and inspection process to ensure compliance with permit requirements and conditions.
 - b. The City shall timely submit requests for any City approved floodplain permit and elevation certificate review services to the County Building Director, or his/her designee. City approved elevation certificates shall be reviewed and returned to the applicant within the timeframes established for such review in accordance with processing procedures established between the County and the City. Such procedures shall be established and agreed upon by both parties for 1.) notification and submission of City approved floodplain permits and elevation certificates by the City to County for reviews to be completed, and 2.) the notification and involvement of City staff regarding review issues, with status updates and review completion and return of materials.
 - c. If City approved floodplain permits or elevation certificates are deemed incomplete for purposes of review for code compliance, County staff will timely notify the applicant and the City. If City approved floodplain permits or elevation certificates are accepted for building permit plan review and deemed clear and complete after review by County staff, it will indicate in writing that the materials have been incorporated into building permit plan review for permit issuance. City approved floodplain permits

and elevation certificates deemed compliant shall be returned to the City for issuance of final approvals and permitting.

- d. Pursuant to Section 2, above, and upon request by City, the County Director will assign available staff to attend pre-application meetings and pre-submission meetings in accordance with the provision of floodplain management codes and standards reviews.
 - e. When County services are requested, in accordance with section 2, above, the County staff shall rely on the interpretations of City floodplain management codes and standards, in accordance with State and City laws, ordinances, and regulations, as provided by the City Administrator or designee and by the City Attorney.
 - f. City retains responsibility for all hearings, appeals, and administrative enforcement activities arising from said plan review services, regardless of which party performed the services.
5. Terms of Agreement. This agreement shall become effective immediately upon ratification by both legislative bodies of the City of Castle Rock and Cowlitz County and shall continue indefinitely unless terminated by either party upon providing the other party with sixty (60) days advance notice of such termination.
6. Payment to County. In consideration of this Agreement and the assisting services provided, City shall pay County an hourly rate for all services provided by County under this Agreement, as listed in Exhibit A. Payments for services rendered shall be made by City within thirty (30) days of receipt of the billing statement from County.
- a. Billing statement. County shall submit a monthly statement to City that shall contain the following:
 - i. Date of service
 - ii. Hours of work
 - b. Billing statement dispute. If there is a dispute regarding the amount of money owed by City to the County, staff shall make every effort to resolve such a dispute. In the event that there is no resolution to the dispute, the disputed amount shall be placed into this registry of the Cowlitz County Superior Court until the dispute is resolved by agreement of the parties or in a court with jurisdiction over the subject matter of the dispute, City shall be required to pay County regardless of whether City is paid for collects fees for the services that involve the work of County. Payments for services rendered shall be made by City each month within thirty (30) days of receipt of the billing statement from County.
7. Ownership of Property. The parties to this Agreement do not contemplate the acquisition of any property to carry out the purposes of this Agreement. Any property owned by City shall remain the property of City, and the property owned by County shall remain the property of County.
8. Independent Contractor. The Parties understand and agree that County is acting hereunder as an independent contractor and shall maintain control of all County employees, including by not limited to hiring, firing, discipline, evaluation, and establishment of standards of performance thereof. All County personnel rendering service hereunder shall be employees of the County, although they may from time-to-time act as agents and officers of the City, as set forth herein.
9. Termination.
- a. Termination by Notice. This Agreement may be terminated by either party upon it providing the other party with sixty (60) days advance written notice of such termination.
 - b. Termination by Mutual Written Agreement. This Agreement may be terminated at any time by mutual written agreement of the parties.

- c. Termination for Breach. County may terminate this Agreement with fourteen (14) days advance written notice upon the failure of City to make payments as required by this agreement. City may terminate this Agreement upon fourteen (14) days advance written notice in the event County fails to provide services as required in this Agreement except disputes handled per Section 7.2.

10. Indemnification and Hold Harmless. County agreed to defend, indemnify, and hold harmless City and each of its employees, officials, agents, and volunteers, from all losses, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or tortious actions or inactions by County or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this agreement. All costs, including but not limited to attorneys' fees, court fees, mediation fees, arbitration fees, settlements, awards of compensation, awards of damages of every kind, etc., shall be paid by the County or its insurer. This provision shall survive the expiration of this Agreement. This provision shall also survive and remain in effect if a court or other entity with jurisdiction determines that this Interlocal Agreement is not enforceable.

City agrees to defend, indemnify, and hold harmless County and each of its employees, officials, agents, and volunteers from all losses, damages, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or tortious actions or inactions by City or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. All costs, including but not limited to attorneys' fees, court fees, mediation fees, arbitration fees, settlements, awards of compensation, awards of damages of every kind, etc., shall be paid by City or its insurer. This provision shall survive the expiration or earlier termination of this Agreement. This provision shall also survive and remain in effect if a court or other entity with jurisdiction determines that this Interlocal Agreement is not enforceable.

In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, rules, regulations, policies, interpretations, or directives. If any clause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule, regulation, policy, interpretation or directive is at issue, the City shall defend the same at its sole expense and if judgement is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorneys' fees.

It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The parties further acknowledge that they have mutually negotiated this waiver.

The rights, duties and obligations set forth in this section 12 (indemnification and hold harmless) survive termination or expiration of this agreement.

11. Miscellaneous.

- a. Non-Waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one of more instances, shall not be construed to be a waiver or relinquishment of those covenants, agreements, or options, and the same shall be and remain in full force and effect.
- b. Resolution of disputes and governing law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the Cowlitz County Superior Court, Cowlitz County, Washington,

unless the parties agree in writing to an alternative dispute resolution process. Except as otherwise stated herein, in any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the parties' right to indemnification under this Agreement.

- c. Assignment. Any assignment of this Agreement by either party without the prior written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.
- d. Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party and subject to ratification by the legislative body of each entity.
- e. Compliance with Laws. Each party agrees to comply with all local, federal, and state laws, rules and regulations that are now effective or in the future become applicable to this Agreement.
- f. Entire Agreement. The written terms and provisions of this Agreement, together with any exhibits attached hereto, shall supersede all prior communications, negotiations, representations, or agreements, either verbal or written of any officer or other representative of each party, and such statements shall not be effective or be construed as entering or forming a part of or altering in any manner this Agreement. All the exhibits are hereby made part of this Agreement. Should any of the language of any exhibits to this Agreement conflict with any language contained in this Agreement, the language of this document shall prevail.
- g. Severability. If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudicated.
- h. Interpretation. The legal presumption that an ambiguous term of this Agreement should be interpreted against the party who prepared the Agreement shall not apply.
- i. Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the addresses at the address stated in this Agreement or such other address as may be hereafter specified in writing.

In Witness, the parties below execute this Agreement, which shall become effective on the last date entered below.

Dated

City of Castle Rock

Mayor

Attest:

City Clerk

Approved as to form:

City Attorney

Dated

Cowlitz Board of Commissioners

Richard R. Dahl, Chairman

Steve Rader, Commissioner

Steven L. Ferrell, Commissioner

Attest:

Kelly Grayson, Clerk of Board

Approved as to form:

Chief Civil Deputy Prosecutor

EXHIBIT A

Building & Planning Department services fees: The County will charge and bill City for actual direct and related costs to perform the requested services for the City at the current County cost rate, set forth below. It is anticipated that these service fee rates will increase over the life of the Agreement, and the City acknowledges and agrees that County shall bill its more current rates at the time services are performed on behalf of the City:

Building Official \$90 per hour

\$90 per hour for building inspections and fire code inspections

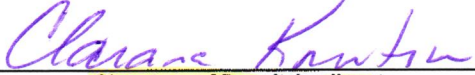
50% fees collected for by city for plan review and fire plan review - residential

65% fees collected for by city for plan review and fire plan review - commercial

THIS FORM IS INTENDED FOR USE BY LOCAL AUTHORITIES HAVING JURISDICTION (AHJ) IN THE EVENT THEY DO NOT HAVE A PERMIT FORM SPECIFIC FOR RETAIL FIREWORKS SALES AT A CONSUMER FIREWORKS RETAIL SALES (CFRS) FACILITY. IT IS NOT MEANT TO BE REQUIRED IN ADDITION TO OR IN LIEU OF ANY LOCAL PERMITTING FORM AND/OR PROCESS THAT MAY EXIST WITH THE LOCAL AHJ.

Directions: Provided the local jurisdiction has no permit form of their own, complete this permit application and submit it with the local AHJ portion of your Retail Fireworks Stand License to the jurisdiction in which you wish to run your CFRS facility.

WASHINGTON STATE FIREWORKS RETAIL SALES PERMIT APPLICATION

Applicant Information			☐ New/First Time Applicant	☒ Previous Permit Holder
CASTLE ROCK LIONS CLUB				
Name of Group, Organization, or Person (Last, First, Middle Initial, and Date of Birth) Issued the Fireworks Retailer License				
CLARENCE KNUTSON				
Name of Permit Applicant (Last, First, Middle Initial, and Date of Birth)				
2120 Milwaukee Way Tacoma, WA 98421				
Permit Applicant Mailing Address (Complete Including Street, City, State, and ZIP Code)				
(360) 749-4719	LOVITTR@TNTFIREWORKS.COM	(253) 922-0800		
Phone Number	E-Mail Address	Local Business Number (if required)		
CFRS Facility Information			☒ Stand ☐ Tent Other: _____	Size: 16'
			Specify	Square Feet/Dimensions
209 HUNTINGTON AVE N CASTLEROCK, WA 98611				
CFRS Facility Address (Complete Including Street, City, State, and ZIP Code)				
()				
Name of Property Owner	Phone Number	Parcel Number for Stand Location		
Fireworks Supplier Information List all of the licensed fireworks wholesalers who will be supplying this stand product				
AMERICAN PROMOTIONAL EVENTS, INC. - WEST				
Storage Information				
☒ On Site ☐ Off Site: IN STAND WITH SECURITY				
Storage Address (Complete Including Street, City, State, and ZIP Code)				
☒ Sales Structure	☐ Detached Building	☐ Truck/Trailer	☐ Other: _____	
Specify				
CHECKLIST FOR SUBMISSION Check with the local AHJ for all applicable submission dates and deadlines:				
☒ Application/Permit Fee		☒ Insurance Certificate (\$1,000,000)		☐ Clean-Up Bond Fee (if applicable)
☒ Valid Washington State Fireworks Retailer License		☒ Property Owners Written Permission		
☒ Detailed Site Plan		☐ Interior Plan (required for tents and "other" facilities)		
I hereby certify the information in this application is true and correct. I am aware of and agree to comply with all relevant provisions of law, rule, and any ordinance of the state of Washington and the city/county permitting this CFRS Facility.				
		CLARENCE KNUTSON		3/21/25
Signature of Permit Applicant		Printed Name of Permit Applicant		Date of Signature
FIRE CODE AUTHORITY HAVING JURISDICTION				
☐ APPROVED		☐ DENIED		
Permit Number _____ Approved By _____ Date of Approval _____				
SEE BACK OF THIS FORM FOR ANY RESTRICTIONS, CONDITIONS, OR NOTATIONS ON THIS PERMIT				
Signature of Permitting Official _____		Printed Name and Title _____		Date of Signature _____

THE FIREWORKS RETAILER LICENSE HOLDER (LICENSEE) SHALL RETAIN THIS PERMIT WITH THE ASSOCIATED FIREWORKS RETAILER LICENSE AND MAKE THEM BOTH AVAILABLE FOR INSPECTION AT ANY TIME THE STAND IS IN OPERATION



WAS4011: Stand Location
209 Huntington Ave N, Castle Rock
LOCATION TYPE: STAND ~20'



STAND





Castle Rock Lions

P.O. Box 776
Castle Rock, Washington 98611

Clarence Knutson
Fireworks Chair
cknutson@kalama.com
360 274-8597
360 749-4719 cell

Robert Yeager
3503 Spirit Lake Hwy
Silverlake, WA 98645

The Lions Club of Castle Rock is asking for your continued permission to use the vacant lot directly behind the Luckman's Coffee, on the corner of Front Ave NW and Shintaffer St NW. We have used this location with permission for many years for our annual fireworks sale for high school scholarships at Castle Rock and Toutle Lake high schools.

We would need to use the space from June 24th (Tuesday) through July 6th (Saturday) for this fundraiser sale. We will have all state and local permits and liability insurance for this fundraiser. As always, we take great care to leave the area clean as we leave.

Thank you,

Clarence Knutson
C.R. Lions Fireworks Chair

I give permission for the Castle Rock Lions to use the vacant lot on the corner of Front Ave NW and Shintaffer St. NW from June 24th to July 6th for their fireworks fundraiser sale.

Signature

03/24/2025

Date



CERTIFICATE OF LIABILITY INSURANCE

11/1/2025

DATE (MM/DD/YYYY)

11/14/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC 3280 Peachtree Road NE, Suite #1000 Atlanta GA 30305 (404) 460-3600	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1359629 American Promotional Events, Inc. DBA TNT Fireworks, Inc. P.O. Box 1318 4511 Helton Drive Florence AL 35630	INSURER(S) AFFORDING COVERAGE INSURER A: Century Surety Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

NAIC #
36951**COVERAGES** **CERTIFICATE NUMBER:** 13193933 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:	Y	N	CCP1219465	12/1/2024	11/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	NOT APPLICABLE			PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Property located at Vacant Lot, 209 Huntington Ave N., Castle Rock, WA. 98611 (WAS4011) Certificate holder is an additional insured on the General Liability as required by written contract subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER**CANCELLATION****13193933**City of Castle Rock
Castle Rock Lions Club
141 A Street SW
Castle Rock WA 98611

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Washington State Patrol Fire Protection Bureau
Office of the State Fire Marshal

G24530

CONSUMER FIREWORKS RETAIL SALES (CFRS) FACILITY LICENSE

Stand Number: SN-16161

Licensee Data

American Promotional Events, Inc. - West

2120 Milwaukee Way

Tacoma, WA 98421

License Number: WSPFL-02766

Phone Number: (253) 922-0800

Operational Data

Wholesaler: American Promotional Events, Inc. - We

County of Operation: Cowlitz

Operates For: **CASTLE ROCK LIONS CLUB**

Stand Operated By: **CLARENCE KNUTSEN**

Date of Issue: March 3, 2025

Date of Expiration: January 31, 2026

Consumer Fireworks Retailer Licenses issued after May are ONLY valid for New Years Sales

This license is NOT valid without a permit from a local fire code official/authority having jurisdiction. This license allows for operation of a single location/stand for retail sales to the public of state legal consumer fireworks purchased only from a licensed fireworks wholesaler.

THIS LICENSE PORTION ACCOMPANIES YOUR LOCAL PERMIT APPLICATION

3000-420-041 (10/18)

WAS4011

Return Address:
City of Castle Rock
PO Box 370
Castle Rock, WA 98611

ACCESS AND MAINTENANCE EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that GNRL, LLC, A Washington Limited Liability Company, hereinafter known as "Grantors", do hereby grant unto Grantee, CITY OF CASTLE ROCK, a municipal corporation, the perpetual right, privilege, and authority to enter and go upon, over and across the property herein after more particularly described, for the purpose of access and maintenance as the Grantee shall deem necessary and adequate.

The easement herein granted shall cover the following described property located in Section 11, Township 9 North, Range 2 West, Willamette Meridian, City of Castle Rock, Cowlitz County, Washington and described herein:

Easement Document "Exhibit A" Attached Hereto and Made a Part
Hereof Exhibit Map, "Exhibit B"

Tax Parcel Numbers: 30668

"EXHIBIT A"
EASEMENT

An easement for ingress, egress and utilities in favor of the City of Castle Rock and described by deed filed under AF1 3752744 as follows:

Commencing at the Southeast corner of Lot 2, Block 1 of the Plat First Central Addition to Castle Rock as filed in volume 3, page 150 as shown and described on Record of Survey filed in volume 42, page 53 under Auditor's file number 3708475; Thence South 88°19'47" East along the South line of said Plat a distance of 40.01 feet to the Point of Beginning;

Thence North 00° 09' 18" East, a distance of 100.11 feet to the North line of said Plat;

Thence North 88° 19' 47" West, along the North line of said Plat for a distance of 20.01 feet;

Thence South 00° 09' 18" West, for a distance of 100.11 feet to the South line of said Plat;

Thence South 88° 19' 47" East, along the South line of said Plat for a distance of 20.01 feet to the Point of Beginning,

2024.094 414 E Cowlitz St. GNRL LLC Easement

Return Address:
ERIN H. WINKLES
PO Box 7
Longview, WA 98632

**WASHINGTON STATE COUNTY AUDITOR/RECORDER'S
INDEXING FORM (Cover Sheet)
RCW 65.04.047**

Please print or type information

Document Title(s) (or, transactions contained therein): LICENSE AGREEMENT
Reference Number(s) of Documents assigned or released: _____
☐ Additional reference #s on page _____ of document
Licensor(s) (Last name first, then first name and initials): 1. GNRL LLC, a Washington Limited Liability Company ☐ Additional Licensor(s) on page _____ of document.
Licensee(s) (Last name first, then first name and initials): 1. CITY OF CASTLE ROCK, a Municipal Corporation ☐ Additional Licensee(s) on page _____ of document.
Legal Description (abbreviated: i.e., lot, block, plat or section, township, range): 814 (CASTLE ROCK OUTLOT) -CROL -139, 161 11 -9N -2W INCL VACATED CEDAR STREET RES 16-76 INCL CROL 161 FEE 921113075. ☐ Additional legal description on page _____ of document.
Assessor's Property Tax Parcel/Account Number(s): 30668 ☐ Assessor Tax # not yet assigned.
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

AFTER RECORDING MAIL TO:

Erin H Winkles
Law Office of Erin H. Winkles
1424 16th Avenue
Longview, WA 98632

Filed for Record at Request of GNRL LLC

LICENSE AGREEMENT

Licensors: GNRL LLC, A Washington Limited Liability Company

Licensee: The City of Castle Rock, a Municipal Corporation,

Abbreviated Legal: 814 (CASTLE ROCK OUTLOT) -CROL -139, 161 11 -9N -2W INCL
VACATED CEDAR STREET RES 16-76 INCL CROL 161 FEE 921113075.

Assessor's Tax Parcel Number(s): 30668

This License Agreement ("Agreement") made this ____ day of April, 2025, by and between GNRL LLC, A Washington Limited Liability Company, having its principal place of business at 208 Vine Street, Kelso, WA 98626 (hereafter referred to as the "Licensor"), and The City of Castle Rock, a municipal corporation, with a principal office located at having its principal office City Hall, 141 'A' Street SW, Castle Rock, WA 98611 (hereafter referred to as the "Licensee");

WITNESSETH:

WHEREAS, the City requires access to a stormwater culvert located at the Southeast corner of Exhibit "A", for inspection, maintenance, and repair as needed;

WHEREAS, the parties contemplate entering into discussions for a permanent easement once all permanent improvements have been made to Licensor's property.

WHEREAS, the Licensor desires to accommodate such access while retaining flexibility in the use of the property and ensuring no undue burdens are placed upon current or future ownership;

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the parties agree as follows:

1. GRANT OF LICENSE

KNOW ALL PERSONS BY THESE PRESENTS that GNRL LLC, a Washington Limited Liability Company, hereinafter referred to as "Licensor," does hereby grant to the City of Castle Rock, a municipal corporation, hereinafter referred to as "Licensee," a revocable, non-exclusive license ("License") to enter upon, over, and across the property described in **Exhibit "A"**, attached hereto and incorporated herein by reference (hereinafter "Property"). This License is granted for the limited purposes of accessing, inspecting, maintaining, and repairing the stormwater culvert, as well as accessing the Licensor's property for related activities as both parties deem necessary and adequate.

This License is expressly subject to the following terms and conditions:

1.1 Access Route

The access route shall be determined by the Licensor, and the Licensor reserves the right to modify the route upon 30 days' prior written notice to the Licensee to accommodate future development or use of the Property. The current access route is depicted on **Exhibit "B"**, which is attached hereto and incorporated herein by reference.

1.2 Limited Purpose

This License is granted solely for the limited purposes of accessing, inspecting, maintaining, or repairing the stormwater culvert located at Southeastern corner of **Exhibit "A"**, and for accessing the Licensee's adjacent property as necessary. Any additional use of the Licensor's property by the Licensee is strictly prohibited without the prior written consent of the Licensor.

1.3 Revocability

This License is revocable at any time by the Licensor upon 90 days' prior written notice to the Licensee. The Licensor may, at its sole discretion, choose to grant the Licensee access through the parcel after revocation, solely for the purpose of repairing or maintaining the stormwater culvert for emergency purposes, with such access not to be unreasonably withheld.

1.4 Property Description

The License applies to the property described as follows:

414 E. Cowlitz Street, Castle Rock, Washington as more fully described in Exhibit A, attached hereto and incorporated herein by reference.

2. TERM OF LICENSE

This License shall commence on the date of execution and shall remain in effect until terminated as provided herein.

3. MAINTENANCE OF ACCESS

3.1 The City shall be responsible for restoring the Property to its pre-access condition following any maintenance or repairs conducted under this License.

3.2 Licenser reserves the right to review and approve the City's restoration efforts to ensure they comply with this Agreement.

4. ALTERATIONS

No alterations or permanent changes to the Licenser's Property may be made by the Licensee without the prior written consent of the Licenser.

5. INDEMNITY

Licensee hereby unconditionally and absolutely agrees to indemnify, defend and hold Licenser harmless from and against all loss, damage, claim or liability Licenser may sustain or incur arising out of or pertaining to or based upon any acts or failure to act by either Licensee or by its agents and contractors with respect to the use of the Property under this Agreement. This indemnity shall include, but not be limited to, the cost incurred by Licenser in defending against or opposing any such claims or demands made against it.

6. TERMINATION

6.1 This License shall automatically terminate if the Licensee ceases to own or maintain the stormwater culvert or as otherwise stated in this Agreement.

7. DEFAULTS

If either party fails to comply with the terms of this Agreement, the non-defaulting party may terminate the Agreement after providing written notice and an opportunity to cure.

8. LICENSE

This Agreement grants only a license and does not convey any easement, leasehold, or ownership interest in the Property.

9. COMPLIANCE WITH LAW

The Licensee's use of the Property shall comply with all applicable federal, state, and local laws, regulations, and ordinances.

10. "AS IS"

The Licensee accepts the License and use of the Licensor Property "as is" without warranties or representations as to its condition.

11. NO WAIVER OR REMEDIES

No failure by either party to enforce any provision of this Agreement shall constitute a waiver of its right to enforce that provision or any other provision.

12. PARAGRAPH HEADINGS

Paragraph headings are for convenience only and do not affect the meaning or interpretation of this Agreement.

13. BINDING EFFECT

This Agreement shall bind and benefit the parties and their permitted assigns unless otherwise stated herein. The rights conveyed herein are personal to the Licensee and shall not run with the land.

14. ADDITIONAL DOCUMENTATION

At all times, the parties hereto agree to execute and deliver, or to cause to be executed and delivered, such documents and to do, or cause to be done, such other acts and things as might reasonably be required in order to confirm or effectuate the provisions of this Agreement.

15. NO REPRESENTATIONS OR WARRANTIES

There are no representations and warranties by the parties, their agents, servants and employees whether oral or in writing, relating to or concerning this Agreement other than as specifically set forth herein. Each of the parties hereto warrants and represents to the other that it is authorized or empowered to enter into this Agreement and perform the terms hereof.

16. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior written and oral agreements and understanding relating to the subject matter hereof.

17. MODIFICATION

This Agreement may only be modified in writing, signed by both the Licensor and the Licensee. However, no modification shall impair or limit the Licensor's ability to revoke this License as provided under Section 1.3. Any attempted modification that conflicts with the Licensor's right to revoke shall be null and void.

18. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Washington.

19. NOTICES

Any notice, demand or other communication which any party hereto may wish or is required to send to the other party hereto under or pursuant to the provisions of this Agreement shall be in writing and sent by registered or certified mail, return receipt requested, in a properly sealed envelope, postage prepaid and addressed to the party for which such notice, demand or other communication is intended at such party's address as set on the first page of this Agreement together with a copy of Licensor's counsel, if directed to Licensor, (or at 1424 16th Avenue, Longview, WA 98632). Any address (or attorney) may be changed by any party thereto by notice given to the party entitled to receive the same in the manner set forth above.

20. NO NEGATIVE INFERENCE AGAINST PREPARER

This Agreement is the result of negotiations between the parties, each of whom is represented by counsel of its own choosing. All parties shall be deemed to have drawn this Agreement and no negative inference or interpretation shall be made by a court against the party whose counsel drafted this Agreement.

21. PARTIES TO COOPERATE

Each Party shall reasonably cooperate with the others, and promptly obtain, execute and deliver such document as are in its possession or control and are reasonably necessary in order to effectuate or confirm any provisions of this Agreement.

22. SUBJECT TO

SUBJECT TO: covenants, conditions, restrictions, reservations, easements, restrictions and encumbrances of record, if any.

IN WITNESS WHEREOF, the Parties have hereunto caused this License Agreement to be executed on their behalf by their duly authorized officers, agents or members the day and year first above written.

Dated this _____ day of April, 2025

GNRL, LLC A Washington Limited Liability Company

By: Christian D. Roewe, the Trustee of the RDC
Living Trust, the manager of GNRL LLC, a
Washington Limited Liability Company

Dated this _____ day of April, 2025

CITY OF CASTLE ROCK, a Municipal Corporation.

By: _____

Title: _____

State of **Washington** }
County of **Cowlitz** } ss.

I certify that I know or have satisfactory evidence that CHRISTIAN D. ROEWE is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Trustee of the RDC Living Trust, the manager of GNRL LLC, a Washington Limited Liability Company to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this _____ day of April 2025.

Signature _____
 Printed Name _____
 Notary Public for the state of Washington
 My Appointment Expires _____

State of **Washington** }
 } ss.
County of **Cowlitz** }

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____, of CITY OF CASTLE ROCK, a Municipal Corporation to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this _____ day of April 2025.

Signature _____
 Printed Name _____
 Notary Public for the state of Washington
 My Appointment Expires _____

EXHIBIT A

All that portion of Government Lot 3 in Section 11, Township 9 North, Range 2 West of the Willamette Meridian, Cowlitz County, Washington, more particularly described as follows:

BEGINNING at a point 1350 feet Northerly and 550 feet Easterly of the Southwest corner of Section 11, Township 9 North, Range 2 West of the Willamette Meridian; Thence East 472.8 feet to the Westerly boundary of the Northern Pacific right-of-way; Thence North $28^{\circ}56'$ West, along the Westerly boundary of said right-of-way, 692 feet to its intersection with Third Street in Castle Rock Heights Addition; Thence South, along the Easterly boundary of said Third Street, 175 feet to the Southerly side of Cedar Street; Thence West, along the South boundary of Cedar Street, 140 feet; Thence South 430 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM any portion lying within the recorded Plat of FIRST CENTRAL ADDITION TO CASTLE ROCK, according to the plat thereof, recorded in Volume 3 of Plats, Page 150, records of Cowlitz County, Washington.

ALSO EXCEPTING THEREFROM that portion lying Northerly of the Easterly extension of the Southerly line of Cedar Street extending to the West right-of-way line of the Northern Pacific right-of-way.

EXHIBIT B

