

9-10-07

RESOLUTION NO. 11-3633

A RESOLUTION of the City Council of the City of Vancouver, accepting the transfer of the West Barracks from the United States Army and authorizing the City Manager to execute certain documents for completion of the transfer.

WHEREAS, the United States Army owns the property described in the attached Quitclaim Deed commonly known as the "West Vancouver Barracks"; and

WHEREAS, the United States Army and the City of Vancouver have been negotiating a transfer of the West Barracks to the City; and

WHEREAS, in order to expedite redevelopment of the West Barracks pending a transfer of ownership to the City, on November 26, 2002, the City Manager pursuant to authorization of the Vancouver City Council, and the Acting Chief of the Real Estate Division of Seattle District Army Corps of Engineers pursuant to authority granted by the Secretary of the Army, executed a lease for the West Barracks; and

WHEREAS, the United States Army has indicated that it is prepared to approve the transfer of fee simple ownership of the West Barracks property subject to the terms and conditions provided for in the Quitclaim Deed; and


WHEREAS, Vancouver City Council desires to authorize the City Manager or his designee to sign all documents necessary to complete the transfer of ownership and cancel the lease of the West Barracks upon the completion of the transfer.

NOW, THEREFORE,


BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1: That Vancouver City Council authorizes the City Manager or his designee, to sign all documents necessary to complete the transfer of fee simple ownership of the West Barracks to the City of Vancouver on the terms and conditions provided for in the Quitclaim Deed.

ADOPTED at regular session of the Council of the City of Vancouver, this 10<sup>th</sup> day of September, 2005.

  
\_\_\_\_\_  
Royce E. Pollard, Mayor

Attest:

  
\_\_\_\_\_  
R. Lloyd Tyler, City Clerk  
By: Carrie Lewellen, Deputy City Clerk

Approved as to form:

  
\_\_\_\_\_  
Ted H. Gathe, City Attorney

Attachments:

Exhibit A - Legal Description  
Exhibit B - Map  
Exhibit C - Deed

4410764 D

RecFee - \$112.00 Pages: 21 - CITY OF VANCOUVER  
Clark County, WA 01/08/2008 12:52

RETURN ADDRESS

CITY OF VANCOUVER  
City Clerk's Office  
P.O. Box 1995  
Vancouver, WA 98668-1995

Real Estate Excise Tax  
Ch. 11 Rev. Laws 1951

Affid. # 1020468 Date 1/8/08  
EXEMPT  
For Details of tax paid see

Affid. # \_\_\_\_\_  
Doug Lasher  
Clark County Treasurer  
By \_\_\_\_\_ Deputy

Please print neatly or type information:

Document Title(s)

**Quit Claim Deed**

Reference Number(s) of Related Documents:

Additional Reference #'s on Page \_\_\_\_

Grantor(s)

**United States of America**

~~Vancouver West Barracks Military Reservation~~

Additional Grantors on Page \_\_\_\_

Trustee(s)

Grantee(s)

**City of Vancouver**

Additional Grantees on Page \_\_\_\_

Legal Description: (abbreviated form: i.e. lot, block, plat or section  
township, range, quarter/quarter)

**SE 1/4 Sec 27 T2N, R1E WM; Clark County, WA**

Additional Legal on Page \_\_\_\_

Assessor's Property Tax Parcel/Account Number

**038279-906**

Additional Parcel #'s on Page \_\_\_\_

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.

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

Shawn Frost  
Signature of Requesting Party

This deed was prepared/reviewed by  
Bruce Rohde, Attorney  
U.S. Army Corps of Engineers  
Seattle District

**QUIT CLAIM DEED  
VANCOUVER WEST BARRACKS MILITARY RESERVATION  
CLARK COUNTY, WASHINGTON**

This QUITCLAIM DEED, is made and entered into by and between the UNITED STATES OF AMERICA (hereinafter the "Grantor"), acting by and through the Deputy Assistant Secretary of the Army (I&H), pursuant to the delegation of authority from the Secretary of the Army, under the authority of Section 2843 of Public Law 106-398, and the CITY OF VANCOUVER, a municipal corporation (hereafter the "Grantee").

NOW THEREFORE, the Grantor, for and in consideration of the inclusion of the Property in the Vancouver National Historic Reserve, Washington, and other good and valuable consideration, the receipt of all of which is hereby acknowledged, does hereby REMISE, RELEASE AND FOREVER QUITCLAIM unto the Grantee and its assigns, all its right, title, and interest in the Property situated, lying and being in the County of Clark, in the State of Washington, containing approximately 11.65 acres as shown in **Exhibit A**, attached hereto and made a part hereof (hereinafter referred to as the "Property").

SUBJECT TO all valid and existing restrictions, reservations, covenants, conditions, and easements, including but not limited to rights-of-way for railroads, highways, pipelines, and public utilities, if any, whether of public record or not.

TO HAVE AND HOLD the Property granted herein to the Grantee and its assigns, together with all and singular the appurtenances thereunto belonging or in anyway appertaining, and all the estate, right, title, interest, or claim whatsoever of the Grantor, either in law or in equity and subject to the terms, reservations, restrictions, covenants and conditions set forth in this Deed.

AND IT IS FURTHER AGREED AND UNDERSTOOD by and between the parties hereto that the Grantee, by its acceptance of this Deed, covenants and agrees for itself and its assigns, forever, that this Deed is made and accepted upon each of the following covenants, which covenants shall be binding upon and enforceable against the

Grantee and its assigns, in perpetuity by the United States and other interested parties as allowed by federal, state or local law; that the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS set forth here are a binding servitude on the Property herein conveyed and shall be deemed to run with the land in perpetuity; and that the failure to include the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in subsequent conveyances does not abrogate the status of these restrictions as binding upon the parties and their assigns.

## **1. CERCLA WARRANTY AND COVENANT**

Pursuant to Section 120(h)(4)(D)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §9620), the United States warrants that any response action or corrective action found to be necessary after the date of this deed for hazardous substances existing on the Property prior to the date of this deed shall be conducted by the United States. This warranty does not apply in any case in which the person or entity to whom the Property is transferred is a potentially responsible party with respect to such Property. For purposes of this warranty, Grantee shall not be considered to be a potentially responsible party solely due to a hazardous substance remaining on the Property on the date of this instrument, provided that Grantee has not caused or contributed to a release of such hazardous substance or petroleum product or its derivatives.

## **2. RIGHT OF ACCESS**

A. Pursuant to Section 120(h)(4)(D)(ii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §9620), the United States retains and reserves a perpetual and assignable easement and right of access on, over, and through the property, to enter upon the Property in any case in which an environmental response action or corrective action is found to be necessary on the part of the United States, without regard to whether such environmental response action or corrective action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, test-pitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the Grantee and its assigns, and shall run with the land.

B. In exercising such easement and right of access, the United States shall provide the Grantee or its assigns, as the case may be, with reasonable notice of its intent to enter upon the Property and exercise its rights under this covenant, which notice may be severely curtailed or even eliminated in emergency situations. The United States shall use reasonable means, but without significant additional costs to the United States, to avoid and to minimize interference with the Grantee's and the Grantee's assigns' quiet enjoyment of the Property. Such easement and right of access includes the right to obtain

and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the Grantee nor its assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

C. In exercising such easement and right of access, neither the Grantee nor its assigns, as the case may be, shall have any claim at law or equity against the United States or any officer, employee, agent, contractor of any tier, or servant of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this covenant. In addition, the Grantee and its assigns, shall not interfere with any response action or corrective action conducted by the Grantor on the Property.

### **3. "AS IS"**

A. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property and accepts the condition and state of repair of the Property. The Grantee understands and agrees that the Property and any part thereof is offered "AS IS" without any representation, warranty, or guaranty by the Grantor as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose(s) intended by the Grantee, and no claim for allowance or deduction upon such grounds will be considered.

B. No warranties, express or implied, are given with regard to the condition of the Property, including, without limitation, whether the Property does or does not contain asbestos or lead-based paint. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos, lead-based paint, or other conditions on the Property. The failure of the Grantee to inspect or to exercise due diligence to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand against the United States.

C. Nothing in this "As Is" provision will be construed to modify or negate the Grantor's obligation under the CERCLA Covenant or any other statutory obligations.

### **4. HOLD HARMLESS**

A. To the extent authorized by law, the Grantee, and its assigns, covenant and agree to indemnify and hold harmless the Grantor, its officers, agents, and employees from (1) any and all claims, damages, judgments, losses, and costs, including fines and penalties, arising out of the violation of the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in this Deed by the Grantee and its assigns, and (2) any and all claims, damages, and judgments arising out of, or in any manner predicated upon, exposure to asbestos, lead-based paint, or other condition on any portion of the Property after the date of conveyance.

B. The Grantee, and its assigns, covenant and agree that the Grantor shall not be responsible for any costs associated with modification or termination of the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in this Deed, including without limitation, any costs associated with additional investigation or remediation of asbestos, lead-based paint, or other condition on any portion of the Property.

C. Nothing in this Hold Harmless provision will be construed to modify or negate the Grantor's obligation under the CERCLA Covenant or any other statutory obligations.

## **5. POST-TRANSFER DISCOVERY OF CONTAMINATION**

A. If an actual or threatened release of a hazardous substance or petroleum product is discovered on the Property after the date of conveyance, Grantee and its assigns, shall be responsible for such release or newly discovered substance unless Grantee is able to demonstrate that such release or such newly discovered substance was due to Grantor's activities, use, or ownership of the Property. If the Grantee and its assigns believe the discovered hazardous substance is due to Grantor's activities, use or ownership of the Property, Grantee will immediately secure the site and notify the Grantor of the existence of the hazardous substances, and Grantee will not further disturb such hazardous substances without the written permission of the Grantor.

B. Grantee, and its assigns, as consideration for the conveyance of the Property, agree to release Grantor from any liability or responsibility for any claims arising solely out of the release of any hazardous substance or petroleum product on the Property occurring after the date of the delivery and acceptance of this Deed, where such substance or product was placed on the Property by the Grantee, or its assigns, employees, invitees, agents or contractors, after the conveyance. This paragraph shall not affect the Grantor's responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules and regulations, or the Grantor's indemnification obligations under applicable laws.

## **6. ENVIRONMENTAL PROTECTION PROVISIONS**

The Grantee shall neither transfer the Property, lease the Property, nor grant any interest, privilege, or license whatsoever in connection with the Property without the inclusion of the Environmental Protection Provisions, attached hereto as **Exhibit B** and fully incorporated herein by this reference, and shall require the inclusion of the Environmental Protection Provisions in all further deeds, easements, transfers, leases, or grant of any interest, privilege, or license.

## 7. NOTICE OF HISTORIC PROPERTY AND PRESERVATION COVENANT

The Vancouver West Barracks Military Reservation (hereinafter the "Property") represents an integral part of the Vancouver National Historic Reserve (hereinafter the "VNHR") established by Congress. In accordance with 36 CFR Part 800.5 the transfer of properties that are eligible for or listed on the National Register of Historic Places (hereinafter the "NRHP"), out of federal ownership without protective covenants constitutes an adverse effect, defined herein as an undertaking that may alter, directly or indirectly, any of the characteristic of a Historic Property that qualify the property for inclusion in the National Register in a manner that would diminish the integrity of the property's location, design, setting, materials, workmanship, feeling or association. To ensure the appropriate treatment of said Historic Properties, which is any building, object, archaeological site or district that is eligible for or listed in the National Register of Historic Places, protective covenants are required. The deed restrictions set forth below include, but are not limited to, restrictions on the management of the Property in accordance with Washington State Archaeological Sites and Resources legislation (RCW 27.44, 27.48 and 27.53, as amended), and other applicable federal, state and local laws and regulations.

The Grantee, which shall include the organization, individual or government that holds the legal title to the West Barracks tract and is therefore responsible for all activities that take place within the property boundaries that could impact the West Barracks' historic properties or cause effect to the larger VNHR cultural resources, shall consult with Indian tribes and Native Hawaiian Organizations (hereinafter "NHO") to allow access to identified sacred sites at times and under conditions mutually agreed upon between the Grantee, Indian tribes and/or NHOs. The NHO is defined as any organization which has evidenced affiliation and/or cultural attachment to the VNHR, serves and represents the interests of Native Hawaiians, has as a primary and stated purpose the provision of services to Native Hawaiians, has expertise in Native Hawaiian Organization Affairs, and shall include the Office of Hawaiian Affairs and Hui Malama I Na Kupuna O Hawai'i Nei. The Office of Hawaiian Affairs means the Office of Hawaiian Affairs established by the constitution of the State of Hawaii. Indian tribes means any tribe, band, nation, or other organized group or community of Indians, including any Alaska Native village (as defined in, or established pursuant to, the Alaska Native Claims Settlement Act), which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians and who have evidenced affiliation and/or cultural attachment to the VNHR.

The Superintendent of Fort Vancouver National Historic Site, of the National Park Service, Department of the Interior (hereinafter "NPS") agrees to administer, monitor and enforce these covenants.

The Grantee agrees that NPS may, at its discretion, with 30-days prior notice to the Grantee, convey and assign all or part of its rights and responsibilities contained herein to a third party.

The failure of the NPS to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or the use of such right or remedy at any other time.



These covenants are binding on the Grantee and its assigns in perpetuity. Restrictions, stipulations, and covenants contained herein shall be inserted by the Grantee verbatim or by express reference in any deed/easement or other legal instrument by which it divests itself of either the fee simple title or any other lesser estate in the Property or any part thereof.

These covenants shall be binding servitudes upon the Property and shall be deemed to run with the land. Execution of this deed by the Grantee shall constitute conclusive evidence that the Grantee agrees to be bound by the foregoing conditions and restrictions and to perform the obligations herein set forth.

## **8. NOTICE OF WEST BARRACKS STRUCTURES AND PRESERVATION COVENANT**

A. In consideration of the conveyance of the Property, the Grantee hereby covenants on behalf of itself and its assigns at all times to the NPS to preserve and maintain the buildings, structures, sites, and/or objects on the Property, in accordance with the recommended approaches in the *Secretary of the Interior's Standards for the Treatment of Historic Properties* (36 CFR Part 68), in order to preserve and enhance those qualities that make the Property's Historic Properties eligible for inclusion in the NRHP (36 CFR Part 60). All cultural resources activities performed on the Property shall be undertaken by qualified personnel meeting the *Secretary of the Interior's Professional Qualifications* (36 CFR Part 61). If the Grantee desires to deviate from these standards, the Grantee will notify and consult with the NPS in accordance with this covenant.

B. The Grantee shall not undertake, permit, or authorize any construction, alteration, or remodeling of the Property, other than minor repairs and routine maintenance, without coordination with, and receiving the express written permission of the NPS or its authorized representative regarding the proposed actions. Minor repairs and routine maintenance is defined as activities that by their nature have little or no potential to affect the historic character defining features of the West Barracks and the surrounding Vancouver National Historic Reserve. Such activities could include, but are not limited to: interior and exterior painting, HVAC maintenance, roofing repairs, landscape maintenance, minor repairs that involve in-kind replacement of materials that are not considered character defining. Minor ground disturbing activities may include but not be limited to: landscaping, signage maintenance, replacement of existing utilities without new trenching and repaving of existing roads and parking areas. Coordination with the NPS shall include, but not be limited to, the submittal of sufficient documentation to enable the NPS to review the proposed undertaking and agree or disagree with the Grantee's determinations of National Register eligibility and assessment of effects.

C. Within 30 calendar days of the NPS' receipt of sufficient project information provided by the Grantee pursuant to this covenant, the NPS will respond to the Grantee in writing as follows:

- (1) That the Grantee may proceed with the proposed undertaking without further consultation; or

- (2) That the Grantee must undertake additional consultation with the NPS before it can proceed with the proposed undertaking.

D. If the response provided to the Grantee by the NPS, pursuant to this covenant, requires further consultation with the NPS to resolve potential adverse effects to Historic Properties, then the NPS will notify the SHPO and other Consulting Parties, defined as the Indian tribes, NHO's, and representatives of the City of Vancouver, and certain individuals and organizations with a demonstrated interest in the undertaking who may participate due to the nature of their legal and economic relation to the undertaking or affected properties, or their concern with the undertaking's effects on historic properties, and all parties will so consult in good faith to resolve the adverse effects. If adverse effects cannot be avoided, the Grantee will consult with the NPS, SHPO, Indian tribes and NHOs to develop a Memorandum of Agreement (MOA) to outline the proposed mitigation measures, what groups or entities are responsible for carrying out the mitigation and a timeline for completion of said mitigation.

E. If the Grantee, the NPS, Indian tribes or NHOs determine that a disagreement exists regarding the treatment of a Historic Property within said Property, or if the parties are unable to resolve adverse effects, agree upon mitigation measures, National Register eligibility or significance of a Historic Property, the Grantee shall consult in good faith with the objecting party to resolve the objection. If the disagreement cannot be resolved, the Grantee shall contact the SHPO and request its involvement to resolve the disagreement. The Grantee shall forward all documentation relevant to the objection to the SHPO. Upon request of the SHPO, the Grantee shall provide additional information concerning the dispute. The Grantee shall take into account the SHPO's and other Consulting Parties' comments in reaching a final decision on the dispute and within 30 days from the receipt of the SHPO's comments, the Grantee shall document its decision and provide copies of that decision in writing to the SHPO, the NPS, Indian tribes, and NHOs, before proceeding. The SHPO's participation may also result in implementation of mitigation measures including but not limited to recordation for the Property in accordance with the Historic American Building Survey (HABS) and any applicable state standards for recordation, or in accordance with such other standards to which the parties may mutually agree, prior to proceeding with the proposed undertaking. Pursuant to this covenant, any mitigation measures to which the Grantee, NPS, SHPO, Indian tribes and/or NHOs agree to through an MOA, shall be carried out solely at the expense of the Grantee.

F. In the event that buildings or other structures on the Property are: (i) substantially destroyed by fire or other casualty, or (ii) are not totally destroyed by fire or other casualty but damage thereto is so serious that restoration would be financially impractical in the reasonable judgment of the Grantee, this covenant shall require reassessment. If it is determined by the Grantee in consultation with the NPS and the SHPO that one or more historic structures have been destroyed or are beyond repair the Grantee, the NPS and the SHPO may revise the covenant to reflect the actual remaining historic properties. Upon such revision, the Grantee shall deliver a duly executed and acknowledged notice of such revision to the SHPO and other Consulting Parties and record a duplicate original of said notice with the Clark County Auditor's Office. Such notice shall be conclusive evidence in favor of every person dealing with the historic buildings as to the facts set forth therein.

## 9. NOTICE OF WEST BARRACKS ARCHEOLOGICAL PROPERTY AND PRESERVATION COVENANT

A. In consideration of the conveyance of the Property, the Grantee hereby covenants on behalf of itself and its assigns at all times to the NPS to observe all state and federal statutory requirements that may apply to the management of archeological resources, which shall mean any remains of human life or activities which are at least 50 years of age of archaeological interest, and to the intentional excavation or inadvertent discovery of human remains in accordance with the provisions of this covenant, in order to preserve and enhance those qualities that make the Property's Historic Properties eligible for inclusion in the NRHP (36 CFR Part 60). All cultural resources activities performed on the Property shall be undertaken by qualified personnel meeting the *Secretary of the Interior's Professional Qualifications* (36 CFR Part 61). If the Grantee desires to deviate from these standards, the Grantee will notify and consult with the NPS in accordance with this covenant.

B. The Grantee shall make every reasonable effort to prohibit any person from vandalizing or otherwise disturbing any archeological resources. Any such vandalism or disturbance shall promptly be reported to the NPS, Indian tribes, NHOs and the SHPO.

C. When ground disturbing activities are proposed that may have an adverse effect on any archeological site or any area within the West Barracks not previously surveyed for archaeology, the Grantee will provide notice to the NPS, who will notify the Indian tribes and NHOs and engage in consultation to determine if development proposals, infrastructure, or other improvements meet the criteria of adverse effect defined in this document, for any one or more Historic Properties. If the Grantee determines that an adverse effect will occur, the Grantee shall consult with the NPS, the SHPO, Indian tribes and NHOs to develop measures to avoid, reduce, or mitigate the adverse effect. If preservation of these sites is infeasible, as determined by the Grantee based on engineering, economic evaluations, and other consideration of development alternatives, the Grantee will develop and implement a treatment plan with input from Indian tribes and NHOs to resolve adverse effects. Preservation or historic preservation includes identification, evaluation, recordation, documentation, curation, acquisition, protection, management, rehabilitation, restoration, stabilization, maintenance, research, interpretation, conservation, and education and training regarding the foregoing activities or any combination of the foregoing activities. The treatment plan shall be responsive to the *Secretary of Interior's Standards and Guidelines for Treatment of Historic Properties*, and Washington state laws, (RCW 27.44, 27.48 and 27.53, as amended) and the implementing regulations. If the Grantee, NPS, SHPO, Indian tribes and/or NHOs cannot agree on the treatment plan, the matter shall be referred to the SHPO for dispute resolution.

D. If the Grantee, the NPS, Indian tribes or NHOs determine that a disagreement exists regarding the treatment of a Historic Property within said Property, or if the parties are unable to resolve adverse effects, agree upon mitigation measures, National Register eligibility or significance of a Historic Property, the Grantee shall consult in good faith with the objecting party to resolve the objection. If the disagreement cannot be resolved, the Grantee shall contact the SHPO and request their involvement to resolve the disagreement. The Grantee shall forward all documentation relevant to the objection to

the SHPO. Upon request of the SHPO, the Grantee shall provide additional information concerning the dispute. The Grantee shall take into account the SHPO's and other Consulting Parties comments in reaching a final decision on the dispute and within 30 days from the receipt of the SHPO's comments, the Grantee shall document its decision and provide copies of that decision in writing to the SHPO, the NPS, Indian tribes, and NHOs, before proceeding.

E. At any location within the Property, the Grantee will preserve and protect any discoveries of human remains, burial objects, sacred objects, and items of cultural patrimony, defined as any object having ongoing historical, traditional, or cultural importance central to the Native American group or culture itself, rather than property owned by an individual Native American, and which, therefore, cannot be alienated, appropriated, or conveyed by any individual regardless of whether or not the individual is a member of the Indian tribe or Native Hawaiian organization and such object shall have been considered inalienable by such Native American group at the time the object was separated from such group. Upon discovery of any human remains, objects, or items, the Grantee will implement the procedures of the NPS "West Barracks Inadvertent Discovery Policy". If the Consulting Parties concur, the human remains, sacred objects, burial objects, and/or objects of cultural patrimony, may be reinterred on the Army cemetery located on East 4th Plain Boulevard, Vancouver, Washington, or other mutually agreed upon locations, after appropriate consultation.

## **10. NON-DISCRIMINATION**

The Grantee covenants for itself, and its assigns, and for every interest in the Property hereby conveyed, or any part thereof, that the said Grantee and its assigns shall not discriminate upon the basis of race, color, religion, age, gender, or national origin in the use, occupancy, sale, or lease of the Property, or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to religion to premises used primarily for religious purposes. The United States of America shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

## **11. ANTI-DEFICIENCY ACT**

The Grantor's obligation to pay or reimburse any money under this Deed is subject to the availability of funds appropriated for this purpose to the Department of the Army, and nothing in this Deed shall be interpreted to require obligations or payments by the Grantor in violation of the Anti-Deficiency Act, 31 U.S.C. §1341.

## **12. NO WAIVER**

The failure of the Government to insist in any one or more instances upon complete performance of any of the said notices, covenants, conditions, restrictions, or reservations shall not be construed as a waiver or a relinquishment of the future performance of any such covenants, conditions, restrictions, or reservations; but the

obligations of the Grantee and assigns, with respect to such future performance shall continue in full force and effect.

IN WITNESS WHEREOF, the UNITED STATES OF AMERICA has caused these presents to be executed in its name by the Secretary of the Army, and the seal of the Department of the Army to be affixed hereto this 9<sup>th</sup> day of November, 2007.

UNITED STATES OF AMERICA

By: David M. Reed  
David M. Reed

Deputy Assistant, Secretary of the Army  
(Installations and Housing)  
OASA (I&E)

COMMONWEALTH OF VIRGINIA )

COUNTY OF ARLINGTON )

ss

I Gloria Johnson, a Notary Public in and for the Commonwealth of Virginia, do hereby certify that on this the 9<sup>th</sup> day of November, 2007, David M. Reed, Deputy Assistant to the Secretary of the Army (I&H), known to me or proven through satisfactory evidence of identity to be the person whose name is subscribed to the foregoing document, appeared in person and acknowledged before me that the signature on the document was voluntarily affixed by him for the purposes therein stated and that he had due authority to sign the document in the capacity therein stated.



[Signature]  
Notary Public

Notary Registration No. 342641

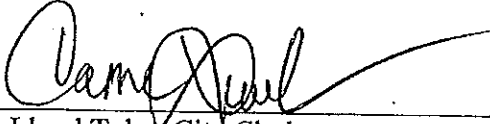
My commission expires on the 31<sup>st</sup> day of October, 2008

Grantee hereby accepts this Quitclaim Deed for itself and its assigns, subject to all of the conditions, reservations, restrictions and terms contained therein, this 10<sup>th</sup> day of September, 2007.

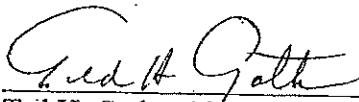
CITY OF VANCOUVER

  
Pat McDonnell, City Manager

Attest:

  
R. Lloyd Tyler, City Clerk  
By: Carrie Lewellen, Deputy City Clerk

Approved as to form:

  
Ted H. Gathe, City Attorney

## EXHIBIT A

### LEGAL DESCRIPTION

A tract of land located in the Southeast quarter of Section 27, Township 2 North, Range 1 East, Willamette Meridian, City of Vancouver, Clark County, Washington, more particularly described as follows:

Beginning at the point of intersection of the Westerly line of the Fort Vancouver Military Reservation and the Easterly line of the Amos Short Donation Land Claim, said point mark with a 3 ½ inch brass disk in a monument box, said point being South 24°11'39" West, for a distance of 7653.36 feet from the Northwest corner of said Military Reservation, said Northwest corner is a 8" x 8" stone post with hole in center; thence North 24°11'39" East, along said West line, for a distance of 1473.96 feet to the intersection of the Westerly prolongation of the North Right-of-Way line of N.E. 5<sup>th</sup> Street as described in Book 474, at Page 580 records of Clark County and said Westerly line of Military Reservation; thence South 81°34'59" East, along said Westerly prolongation, for a distance of 231.19 feet to the Easterly Right-of-Way line of SR 5, said point also being the Southwest corner of the Federal Highway Administration Tract as described in Auditor's File No. 8610200075 records of said county; thence North 30°23'01" East, along said Easterly Right-of-Way line, said line is also the Westerly line of said Federal Highway Administration Tract, for a distance of 273.93 feet to the Northwest corner of said Federal Highway Administration Tract, said point being the **TRUE POINT OF BEGINNING**; thence leaving said Westerly line of Federal Highway Administration Tract and continuing along said Easterly line of SR 5 the following courses and distances: thence North 30°23'01" East, for a distance of 26.33 feet; thence North 24°42'41" East, for a distance of 412.03 feet; thence North 27°24'29" East, for a distance of 200.25 feet; thence North 21°58'50" East, for a distance of 50.05 feet; thence North 30°22'42" East, for a distance of 112.24 feet to the Southwest corner of the Washington State Highway Patrol Tract described in Auditor's File No. 9705220254, records of said county; thence leaving said Easterly Right-of-Way line, North 83°58'06" East, for a distance of 133.07 feet along the South line of said Washington State Highway Patrol Tract;

## EXHIBIT A

thence South  $69^{\circ}35'24''$  East, along said South line for a distance of 305.60 feet to the Southeast corner of said Washington State Highway Patrol Tract; thence North  $24^{\circ}17'06''$  East, along the East line of said Washington State Highway Patrol Tract, for a distance of 168.04 feet to the South line of the O.O. Howard House Tract as described in Auditor's File No. 9508010124, records of said county; thence along the South line of said O.O. Howard House Tract through a non-tangent, concave curve to the South having radius of 167.00 feet and a central angle of  $29^{\circ}10'52''$  for an arc distance of 85.05 feet, with a chord bearing of South  $88^{\circ}20'18''$  East, and a chord distance of 84.14 feet, the radial bearing of said curve is South  $12^{\circ}55'44''$  East; thence South  $73^{\circ}44'52''$  East, along said South line of the O.O. Howard House Tract, for a distance of 99.54 feet to the Westerly Right-of-Way line of Fort Vancouver Way as described as McLoughlin Road in Book 474, at Page 580, records of said county; thence South  $48^{\circ}26'02''$  West, along said Westerly Right-of-Way of Fort Vancouver Way, for a distance of 31.65 feet; thence continuing along said Westerly Right-of-Way line, along a concave curve to the Southeast with a radius of 520.00 feet and a central angle of  $04^{\circ}44'48''$  for an arc distance of 43.08 feet to the Northerly line of the cemetery site as delineated by Doug Wilson of the National Parks Service in March of 2002, the chord bearing of said curve is South  $46^{\circ}03'38''$  West, with a chord distance of 43.07 feet, the radial bearing of said curve is South  $41^{\circ}33'58''$  East; thence North  $72^{\circ}38'33''$  West, leaving said Westerly Right-of-Way line, for a distance of 2.44 feet along the Northerly line of said cemetery site to the Northwest corner of said cemetery site; thence South  $17^{\circ}18'14''$  West, along the Westerly line of said cemetery site, for a distance of 4.99 feet to said Westerly Right-of-Way line of Fort Vancouver Way; thence along said Westerly line of Fort Vancouver Way to the North line of McClelland Road through a non-tangent, concave curve to the Southeast having radius of 520.00 feet and a central angle of  $15^{\circ}05'31''$  for an arc distance of 136.97 feet, with a chord bearing of South  $35^{\circ}31'47''$  West, and a chord distance of 136.58 feet, the radial bearing of said curve is South  $46^{\circ}55'27''$  East; thence South  $69^{\circ}20'50''$  East, along the Northerly line of McClelland Road, for a distance of 35.85 feet to the Westerly line of said cemetery; thence leaving the Northerly line of McClelland Road and



## EXHIBIT A

following the West line of said cemetery site the following courses and distances:

thence South 23°01'57" West, 7.45 feet;  
thence South 27°15'46" West, 73.85 feet;  
thence South 23°07'14" West, 99.96 feet;  
thence South 23°42'59" West, 101.76 feet;  
thence South 24°01'46" West, 94.20 feet;  
thence South 26°04'32" West, 98.33 feet;

thence South 23°53'05" West, along said Westerly line of cemetery, for a distance of 44.75 feet to the Southwest corner of said cemetery; thence South 74°09'58" East, along the Southerly line of said cemetery, for a distance of 55.84 feet to the back of sidewalk on the Easterly line of Fort Vancouver Way, formerly known as McLoughlin Road; thence along the said back of sidewalk on the Easterly line of Fort Vancouver Way the following courses and distances:

thence South 22°09'50" West, for a distance of 58.86 feet;  
thence South 47°09'44" East, for a distance of 0.73 feet;  
thence South 22°09'59" West, for a distance of 53.80 feet;  
thence North 66°42'50" West, for a distance of 0.77 feet;  
thence South 22°11'32" West, for a distance of 24.88 feet;  
thence South 18°17'59" West, for a distance of 3.61 feet;

## EXHIBIT A

thence South 22°03'48" West, for a distance of 45.68 feet;

thence South 66°21'07" East, for a distance of 2.11 feet;

thence South 22°32'04" West, for a distance of 15.80 feet;

thence North 69°06'47" West, for a distance of 2.05 feet;

thence South 22°10'04" West, for a distance of 153.38 feet;

thence South 18°57'41" West, leaving said back of sidewalk for a distance of 111.46 feet to said North Right-of-Way line of N.E. 5<sup>th</sup> Street; thence North 84°27'54" West, along said North Right-of-Way line for a distance of 45.78 feet to the Southeast corner of said Federal Highway Administration Tract; thence North 28°48'27" East, along the East line of said Federal Highway Administration Tract, for a distance of 285.00 feet to the Northeast corner of said tract; thence North 81°34'59" West, along the North line of said tract for a distance of 682.15 feet to the **TRUE POINT OF BEGINNING**.

Together with and subject to easements, reservations, covenants and restrictions apparent or of record.

All bearings and distance are based on NAD 83/91, Washington State Plane Coordinate System, South Zone, U.S. Feet.

Containing 11.65 acres, more or less.

BY: SDM 20 Nov 2005  
Chkd:  
Map: SE-RE-500  
CADD: mc/mi/realest/aq/vancouver/vancouversurvey.dgn  
GIS: proj/RE/VANBK/vanbkdisp.mxd  
REMIS: VANBK  
Doc: 001900.doc

## EXHIBIT B

### ENVIRONMENTAL PROTECTION PROVISIONS

The following conditions, restrictions and notifications are required to ensure the protection of human health and the environment.

#### **1. NOTICE OF THE POTENTIAL PRESENCE OF MUNITIONS AND EXPLOSIVES OF CONCERN (MEC).**

A. The Grantee is hereby notified that due to the former use of the Property as a military installation, the Property may contain munitions and explosives of concern (MEC). The term MEC means specific categories of military munitions that may pose unique explosives safety risks and includes: (1) Unexploded Ordnance (UXO), as defined in 10 U.S.C. §101(e)(5); (2) Discarded military munitions (DMM), as defined in 10 U.S.C. §2710(e)(2); or (3) Munitions constituents (e.g., TNT, RDX), as defined in 10 U.S.C. §2710(e)(3), present in high enough concentrations to pose an explosive hazard.

B. The Property was previously used primarily as a cantonment area. No MEC has been discovered on the Property and no munitions response actions have been conducted. Based on available information, none of the buildings or land proposed for transfer are known to contain MEC.

C. The Grantor represents that, to the best of its knowledge, no MEC is currently present on the Property. Notwithstanding the Grantor's determination, the parties acknowledge that there is a possibility that MEC may exist on the Property. If the Grantee, any subsequent owner, or any other person should find any MEC on the Property, they shall immediately stop any intrusive or ground-disturbing work in the area or in any adjacent areas and shall not attempt to disturb, remove or destroy it, but shall immediately notify the Local Police Department so that appropriate explosive ordnance disposal personnel can be dispatched to address such MEC as required under applicable law and regulations.

#### **D. Easement and Access Rights.**

(1) The Grantor reserves a perpetual and assignable right of access on, over, and through the Property, to access and enter upon the Property in any case in which a munitions response action is found to be necessary, or such access and entrance is necessary to carry out a munitions response action on adjoining Property. Such easement and right of access includes, without limitation, the right to perform any additional investigation, sampling, testing, test-pitting, surface and subsurface clearance operations, or any other munitions response action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this Deed. This right of access shall be binding on the Grantee, and its assigns, and shall run with the land.

(2) In exercising this easement and right of access, the Grantor shall give the Grantee or the then record owner, reasonable notice of the intent to enter on the Property, except in emergency situations. Grantor shall use reasonable means, without significant additional cost to the Grantor, to avoid and/or minimize interference with the Grantee's and its assigns' quiet enjoyment of the Property. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the grantee nor its assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

(3) In exercising this easement and right of access, neither the Grantee nor its assigns, as the case maybe, shall have any claim at law or equity against the United States or any officer, employee, agent, contractor of any tier, or servant of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this Paragraph. In addition, the Grantee and its assigns shall not interfere with any munitions response action conducted by the Grantor on the Property.

## **2. NOTICE OF THE PRESENCE OF ASBESTOS AND COVENANT.**

A. The Grantee is hereby informed and does acknowledge that friable and non-friable asbestos or asbestos containing material "ACM" has been found on the Property. The Property may also contain improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground, that contain friable and non-friable asbestos or ACM. The Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency have determined that unprotected or unregulated exposure to airborne asbestos fibers increases the risk of asbestos-related diseases, including certain cancers that can result in disability or death.

B. The following buildings on the Property have been determined to contain friable asbestos: Building 614, 638, 621, 631, 635, 641, 642, 643, 644, 664, and 665. The Grantee agrees to undertake any and all asbestos abatement or remediation in the aforementioned buildings that may be required under applicable law or regulation at no expense to the Grantor. The Grantor has agreed to transfer said buildings to the Grantee, prior to remediation or abatement of asbestos hazards, in reliance upon the Grantee's express representation and covenant to perform the required asbestos abatement or remediation of these buildings.

C. The Grantee covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos. The Grantee agrees to be responsible for any remediation or abatement of asbestos found to be necessary on the Property to include ACM in or on buried pipelines that may be required under applicable law or regulation.

D. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its asbestos and ACM condition and any hazardous or environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos or ACM hazards or concerns.

**3. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT (LBP) AND LEAD CONTAMINATED DUST (LEAD DUST) AND COVENANT AGAINST THE USE OF THE PROPERTY FOR RESIDENTIAL PURPOSES.**

A. The Grantee is hereby informed and does acknowledge that all buildings on the Property, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that there is a risk of exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

B. The Grantee covenants and agrees that it shall not permit the occupancy or use of any buildings or structures on the Property as Residential Property, as defined under 24 Code of Federal Regulations Part 35, without complying with this section and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of the Property where its use subsequent to sale is intended for residential habitation, the Grantee specifically agrees to perform, at its sole expense, the Army's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992).

C. The Grantee is hereby informed and does acknowledge that lead dust from an indoor firing range previously existed in the attic of Building 638 on the Property to be conveyed. Any lead residue and lead dust have been properly abated prior to conveyance by the Grantor. The lead dust was removed and an encapsulant was applied. Confirmational wipe samples were collected to determine remaining surface dust levels. Sample results showed that remaining dust levels in the attic are below the EPA's 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) residential lead hazard standard for dust on floors. Lead dust and residue from indoor range activities do not currently pose a threat to human health or the environment, however, if the encapsulant is damaged, exposure to lead residue may occur.

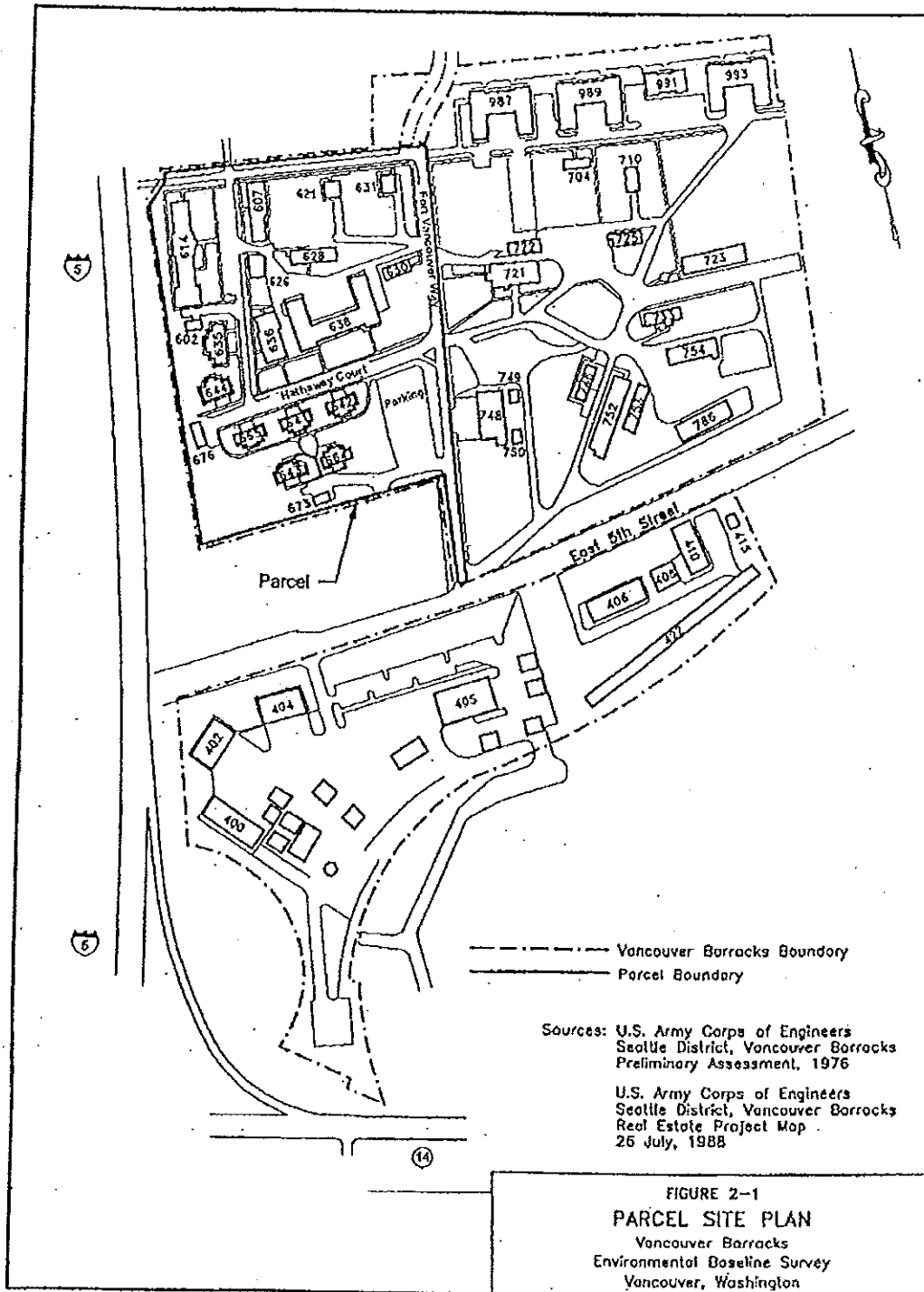
D. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its lead-based paint content and condition and any hazardous or environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any lead-based paint hazards or concerns.

**4. NOTICE OF THE PRESENCE OF RADON AND COVENANT AGAINST THE USE OF THE PROPERTY FOR RESIDENTIAL PURPOSE.**

A. The Grantee is hereby informed that elevated levels of radon potentially occur in buildings 614 and 638. Available radon assessment data pertaining to the Property is located in the Final 1999 and 2002 Environmental Baseline Surveys, the receipt of which is acknowledged by the Grantee. According to the radon assessment data, contained in the Environmental Baseline Survey, buildings 614 and 638 have levels of radon above the EPA's radon reduction level of 4 picocuries/liter. A radiation-induced increased risk of contracting lung cancer is the primary health concern with elevated levels of indoor radon.

B. The Grantee acknowledges that it has had the opportunity to inspect the radon levels on the Property prior to acceptance. Failure of the Grantee to inspect or to be fully informed as to the radon levels of the Property will not constitute grounds for any claim or demand against the Grantor. The Grantee covenants and agrees that its use and occupation of the Property will be in compliance with all applicable laws relating to radon.

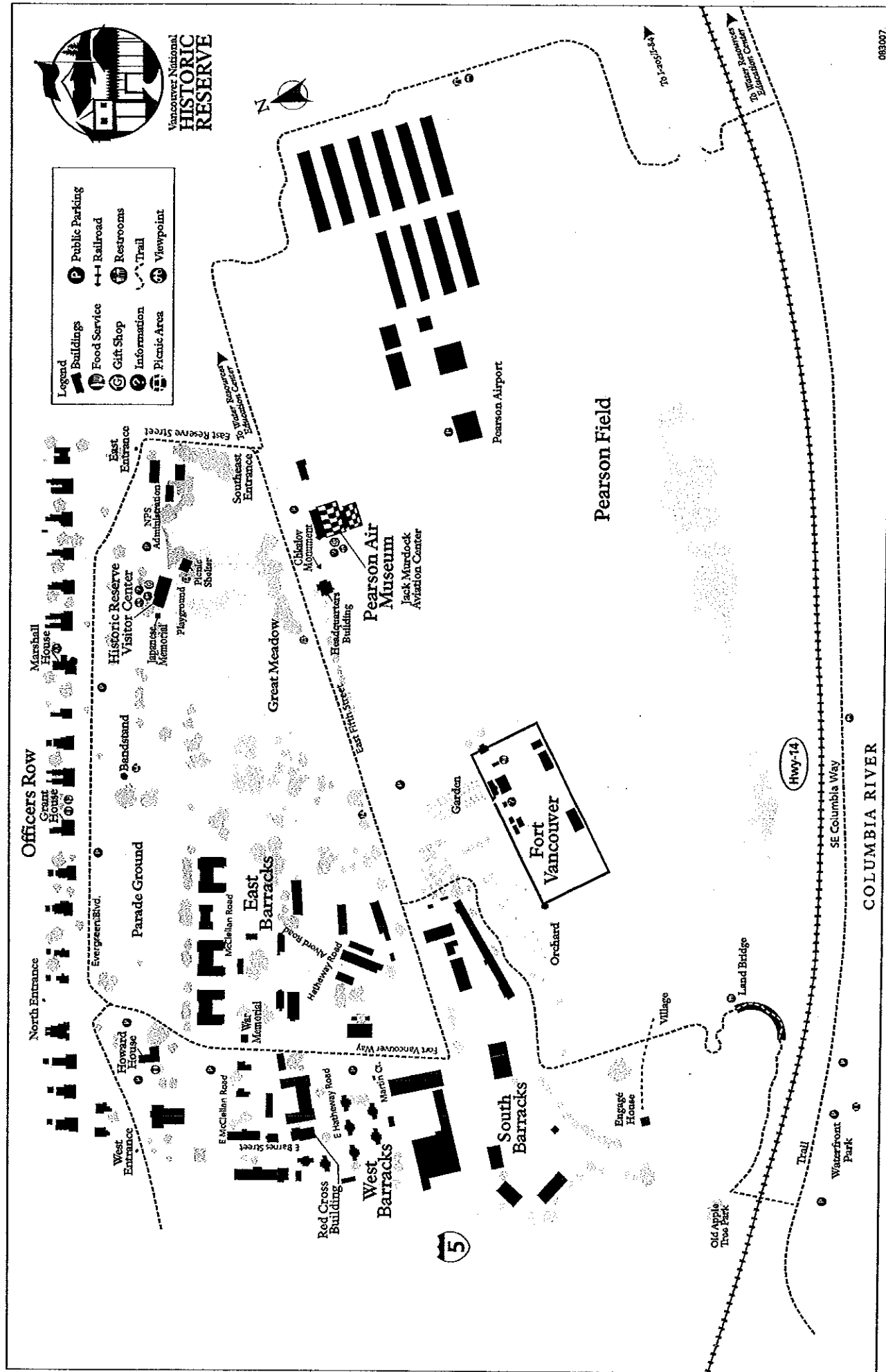
# Site Map





Vancouver National  
HISTORIC  
RESERVE

Legend	
	Buildings
	Food Service
	Gift Shop
	Information
	Picnic Area
	Public Parking
	Railroad
	Restrooms
	Trail
	Viewpoint







### Vancouver National HISTORIC RESERVE

A national park, a premier archaeological site, the region's first military post, one of the nation's oldest operating airfields and a waterfront trail and environmental education center are featured at this unique historic site on the northern bank of the Columbia River in Vancouver, Washington. The Historic Reserve's array of museums, public programs and recreational opportunities create a dynamic, fun and unique destination.



### Visitor Center

The Visitor Center is the place to start at the Vancouver National Historic Reserve; it offers orientation films, maps, brochures and information about activities. The Visitor Center, will soon be renovated. Currently it includes a bookstore and gift shop, and exhibits of other aspects of the history and cultural of the Historic Reserve. Admission to the Visitor Center is free.

For information:  
(360) 816-6230  
[www.nps.gov/fova](http://www.nps.gov/fova)

### Amenities

**Trails**  
The Historic Reserve has a well-developed trail system.

**Wireless Internet**  
WiFi is available throughout much of the Historic Reserve.

**Interpretive Panels**  
Outdoor informational panels are located throughout the site with information about the buildings, cultural landscape and stories of the Historic Reserve.



### Fort Vancouver

**Established in 1825**  
The British Hudson's Bay Company established an extensive fur trading network throughout the Pacific Northwest of which Fort Vancouver was the administrative center and principal supply depot. Today the reconstructed 1840's era Fort and Village, operated by the National Park Service, offer a glimpse into the lives of Native Americans, settlers and fur traders. The Fort is the site of many special events and interactive educational programs. The park also includes the historic Vancouver Barracks Parade Ground, the site of many military themed events.

### The Village

The Hudson's Bay Company Village was home to workers and their families who supported the operations of Fort Vancouver. Residents included tappers, blacksmiths, carpenters and other laborers. In its heyday, the Village housed over 600 people from diverse ethnic backgrounds including Hawaiians, French-Canadians, English, Scottish and members of more than 30 Indian tribes. The Village included a variety of small dwellings, with styles reflecting the diversity of their inhabitants. Today, the reconstructed Engage House, along with other "ghosted" structures, fence lines and trails, gives visitors a sense of the vibrant and complex life of this multicultural community. The Engage House is open during special events and for pre-arranged tours.

For information:  
(360) 816-6230  
[www.nps.gov/fova](http://www.nps.gov/fova)



### Officers Row

**1849-1906**  
The 22 fully-restored stately homes lining the area north and the west of the Parade Ground were built for the Army officers who served at Vancouver Barracks. Today, these homes are in use as offices and residences.

### Ulysses S. Grant House

**Built in 1849**  
The first structure built on Officers Row, the Grant House was constructed of hand-hewn logs that were covered with siding in 1855 (some logs are still visible inside the house). The house served as the home of the post commanders until 1886. Grant never lived in this house although he did serve at Vancouver Barracks. The Grant House is open to the public as the Restaurant at the Historic Reserve featuring fine dining and the Commander's Whiskey Bar. For information:  
(360) 906-101

**George C. Marshall House**  
**Built in 1886**  
Built for the post commander, the house was named for General George C. Marshall who served as Commander of Vancouver Barracks from 1936-1938. This elegant Queen Anne Victorian features an exhibit on General Marshall. It is available for weddings, receptions and special events open to the public. For information: (360) 693-3103.

### O.O. Howard House

**Built in 1879**  
The home of General Oliver Otis Howard, the Commander of the Department of the Columbia, the Howard House was converted to a non-commissioned officers (NCO) club during World War II. The home was restored in 1998 and now houses a small gift shop and the offices of the Vancouver National Historic Reserve Trust. For information: (360) 992-1800  
[www.vnlrt.org](http://www.vnlrt.org)



### Land Bridge

**Built in 2007**  
Designed by noted landscape architect John Paul Jones in consultation with artist Maya Lin, the Land Bridge features native plants and artwork highlighting Native Americans' connection to the land and water. The trail, named for Vancouver's Mayor Royce Pollard, winds past Fort Vancouver and the Hudson's Bay Company Village to the 40-foot wide bridge over Highway 14 which features sweeping views of the Fort and the Columbia River. The half-mile trail is open year-round.

For information:  
(360) 816-6230  
[www.nps.gov/fova](http://www.nps.gov/fova)



### Pearson Air Museum

Enter Pearson Air Museum at the Jack Mundock Aviation Center and you enter a world of daredevil barnstormers, experimental aircraft, and aces of World War I and II. Learn about the first dirigible landing in Vancouver in 1905, the beginning of Pearson Field's rich aviation history. View the world's first trans-polar flight which landed at Pearson in 1937. Watch a movie in the "Tex Rankin" Theatre, browse through exhibits in America's second oldest wooden hangar built in 1918, or enjoy the museum's replica of a rare 1933 Voisin Type-3 French Bomber.

For information:  
(360) 694-7036  
[www.pearsonairmuseum.org](http://www.pearsonairmuseum.org)



### Pearson Field

One of the oldest operating airfields in the United States, many aviation "firsts" occurred at Pearson Field, landing site for the first aerial crossing of the Columbia River in 1905, and for the first trans-polar flight in 1937 by Russian pilot Valery Chkalov. Today Pearson operates as a general aviation airport that offers scenic flights and airplane rentals.

For rates and availability:  
(360) 735-9441  
[www.aeront.com](http://www.aeront.com)



### Vancouver Barracks

**Established in 1849**  
The US Army arrived in Vancouver in 1849 to ensure the orderly settlement of the Oregon Territory. Vancouver Barracks was an active military post for 150 years, closing in the year 2000. The East and South Barracks currently house Army Reserve Units and the Washington National Guard. The West Barracks includes 16 buildings built between 1879-1939 that are in various stages of rehabilitation. The beautifully-restored 1919 Red Cross Convalescent House featuring EB Hamilton Hall is available for meetings, receptions and other special events.

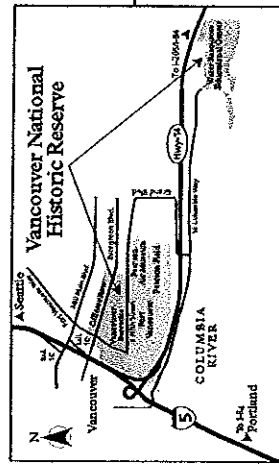
For hall rental information:  
(360) 931-7873  
[www.aircademy.com](http://www.aircademy.com)  
For general information:  
(360) 992-1800  
[www.vancouverhistoricalreserve.org](http://www.vancouverhistoricalreserve.org)



### Water Resources Education Center

**Created in 1996**  
A riverfront environmental education center, the Water Resources Education Center's mission is to reach people to better care for and make wise decisions about water. Visitors can enjoy the hands-on activities in the Exhibit Hall, art work in the Center's White Sturgeon Gallery, live sturgeon in 830-gallon aquarium, and the panoramic view of the Columbia River. The wildlife-rich wetlands can be viewed from the Overlook that connects visitors to a paved waterfront trail. The Water Center is the caretaker of 50 acres of adjacent wetlands, one of the metropolitan area's few remaining natural Columbia River riparian areas.

For hours of operation and a schedule of events:  
(360) 696-8478  
[www.cityofvancouver.us/watercenter](http://www.cityofvancouver.us/watercenter)



### Water Resources Education Center and Marine Park

SE Columbia Hwy  
Payson  
Dial  
Marine Park  
Kaiser Shipyard Viewing Tower  
Boat Ramp  
COLUMBIA RIVER