

NOTE: There are two public comment periods included on the agenda. Anyone wishing to address the City Council may come forward when invited; please state your name and address. Public comments are typically limited to three minutes, and written comments may be submitted to the City Clerk. Special instructions for public comments will be provided at the meeting if a public hearing or quasi-judicial matter is scheduled on the agenda.

I. CALL TO ORDER

- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- **IV. PUBLIC COMMENTS**

V. CONSENT AGENDA

A. Approve the minutes of the June 20, 2016 Camas City Council Meeting.

June 20, 2016 Camas City Council Regular Meeting Minutes - Draft

- B. Approve the claim checks as approved by the Finance Committee.
- C. Authorize the write-off of an unpaid final utility bill in the amount of \$43.80. This amount represents outstanding water, sewer, garbage, recycling and storm water charges that are left unpaid by a previous property owner. (Submitted by Pam O'Brien)
- D. Authorize the City Administrator to sign the North Shore Sewer Memorandum of Understanding (MOU) with Clark County for permitting and licensing of the North Shore Sewer Transmission System. (Submitted by Sam Adams)

North Shore Sewer Memorandum of Understanding (MOU)

E. Reject all bids for the 2016 Hot Mix Asphalt Citywide Grind, Overlay & Repairs "REBID" Project. Bids exceeded available funds allocated to the grind and overlay portion of the City's 2016 Pavement Preservation Budget. Remaining budget will be applied to the City's 2017 Preservation Budget. (Submitted by Denis Ryan)

2016 Pavement Preservation "REBID" Bid Tabulation

F. Award the Franklin Street Neighborhood Improvements North project to Haag and Shaw, Inc. in the amount of \$375,782.02 and authorize administrative execution of change orders up to 10 percent of the total bid. This project is fully funded by a federal Community Development Block Grant (CDBG) and City water, sewer and street funds. \$600,000 was budgeted for this project in the 2016 budget. (Submitted by James Carothers)

Franklin Neighborhood Improvements North Bids

NOTE: Any item on the Consent Agenda may be removed from the Consent Agenda for general discussion or action.

VI. NON-AGENDA ITEMS

- A. Staff
- B. Council

VII. MAYOR

A. Announcements

VIII. MEETING ITEMS

Memorandum of Understanding (MOU) between Sharp, Camas School District and the City of Α. Camas regarding Transportation Improvements Details: Sharp Electronics Corporation (Sharp), Camas School District (CSD) and the City have worked together to jointly plan and provide for transportation improvements that will increase safety and reduce congestion in the vicinity of Sharp's existing land and facilities bordered by NW 18th Avenue, Payne Road and Pacific Rim Boulevard. The attached MOU supports the ongoing purchase and sale negotiations between Sharp and the CSD regarding parcels currently owned by Sharp, including the existing westerly Sharp building. The transportation improvements identified in the MOU include completion of a new traffic signal at the Payne Road and Pacific Rim Boulevard intersection, closure of the existing "Sharp Drive", a new Sharp Drive access to Payne Road at the existing Lacey Way intersection and a new access for Sharp onto NW 18th Avenue to be located just east of NW Whitman Street. Staff reviewed the terms of the MOU with Council at the July 5, 2016 Council Workshop. Presenter: Steve Wall, Public Works Director and Shawn MacPherson, City Attorney Recommended Action: Staff recommends Council authorize the Mayor, or designee, to sign the Memorandum of Understanding between Sharp, the Camas School District and the City regarding Transportation Improvements.

Sharp-Camas School District-City MOU Transportation Improvements

IX. PUBLIC COMMENTS

X. ADJOURNMENT

NOTE: The City welcomes participation of its citizens in the public meeting process. Effort will be made to ensure anyone with special needs can participate. For more information call 360.834.6864.



I. CALL TO ORDER

Mayor Pro Tem Turk called the meeting to order at 7:00 p.m.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Present: Greg Anderson, Bonnie Carter, Don Chaney, Tim Hazen, Steve Hogan, Melissa Smith and Shannon Turk

Staff: Pete Capell, James Carothers, Jennifer Gorsuch, Cathy Huber Nickerson, Shawn MacPherson, Robert Maul, Heather Rowley, Steve Wall and Alicia Pacheco (intern)

Press: No one from the press was present

IV. PUBLIC COMMENTS

No one from the public wished to speak.

V. CONSENT AGENDA

A. Approved the minutes of the June 6, 2016 Camas City Council Meeting and the Workshop minutes of June 6, 2016.

June 6, 2016 Camas City Council Regular Meeting Minutes - Draft June 6, 2016 Camas City Council Workshop Meeting Minutes - Draft

- B. Approved claim checks numbered 129844-129981 in the amount of \$860,574.23.
- C. Authorized the write-off of the May 2016 Emergency Medical Services (EMS) billings in the amount of \$87,084.47. This is the monthly uncollectable balance of Medicare and Medicaid accounts that are not collectable after receiving payments from Medicare, Medicaid and secondary insurance. (Submitted by Pam O'Brien)
- D. Authorized the Engineering Manager to sign Professional Services Agreement Supplement 1 with HDJ a Division of PBS Engineering for anticipated and budgeted task increases for design engineering, land surveying, geotechnical evaluation, structural design, environmental documentation and permits, utility

coordination, federal documentation and project coordination for the Forest Home Road Storm Damage Repair project in an amount not to exceed \$224,047.44. Staff anticipates that Federal Emergency Relief (ER) funds will be available to offset 86.5% of the total cost of design and remedial construction. Storm Drainage funds have been allocated in the 2016 Budget for local match. (Submitted by James Carothers)

<u>NW Forest Home Road Slide Repair Agreement</u> <u>Supplement 1</u>

E. Authorized the Mayor to sign a professional services contract with BergerABAM Inc. for completion of a Phase I and II Environmental Site Assessment (ESA) for a proposed reservoir site in the amount of \$27,163. (Submitted by Sam Adams)

Reservoir Environmental Site Assessment (ESA) Scope

It was moved by Council Member Smith, seconded by Council Member Carter, to approve the Consent Agenda. The motion carried unanimously.

VI. NON-AGENDA ITEMS

A. Staff

There were no comments from staff.

B. Council

Hogan commented about the upcoming Downtown Camas Association Events First Friday and the Camas Car Show.

Smith attended the 6th Annual Turn the Town Purple World Elder Abuse Awareness Dance and the June 16, 2016 Chamber Luncheon.

Anderson provided a brief update about the recent C-TRAN meeting he attended. He also attended the farewell party for Mike Nerland and the quarterly meeting of the East County Ambulance Advisory Board.

VII. MAYOR

A. Announcements

Mayor Pro Tem Turk had no announcements.

B. Mayor's Volunteer Spirit Award

June 2016 Ulrike Halverson

Mayor Pro Tem Turk presented Ulrike Halverson with the June 2016, Mayor's Volunteer Spirit Award for her 10 years of involvement with the Second Story Gallery.

VIII. MEETING ITEMS

A. North Shore Sewer Memorandum of Understanding (MOU) with Clark County Details: City and County staff, with respective legal council, have prepared a Memorandum of Understanding (MOU) for permitting and licensing of the North Shore Sewer Transmission System. The MOU allows the City to be the lead agency for environmental and land use permitting of the project. The project crosses County property at two locations, Camp Currie and Lacamas Lake Park. This will reduce permitting efforts by allowing the City to permit the project across County property and eliminate the need to apply for County permits. The City will follow all County regulatory requirements for the project on County property. The MOU also gives the City a license to construct and maintain the North Shore Sewer Transmission System on County property. Presenter: Sam Adams, Utilities Manager

North Shore Sewer Memorandum of Understanding (MOU)

This item will be placed on the July 5, 2016 Consent Agenda for Council's consideration.

B. Resolution No. 16-011 Revising and Extending the Comprehensive Street Program for an Additional Six (6) Years Details: This resolution adopts the Comprehensive Street Program, also known as the Six-Year Transportation Improvement Program, for years 2017-2022 in accordance with Revised Code of Washington (RCW) 35.77.010. The list and map represent the program as approved by vote of Council at the June 6, 2016 Regular Meeting following the public hearing. Presenter: James Carothers, Engineering Manager

Resolution No. 16-011 Six-Year Transportation
 Improvement Program
 Six-Year Transportation Improvement Program List
 2017-2022
 Six-Year Transportation Improvement Program Map
 2017-2022
 Six-Year Transportation Improvement Program

It was moved by Council Member Smith, seconded by Council Member Anderson, that Resolution No. 16-011 be read by title only. The motion carried unanimously.

It was moved by Council Member Smith, seconded by Council Member Anderson, that Resolution No. 16-011 be adopted. The motion carried unanimously. C. Ordinance No. 16-012 Vacation of a Portion of NW Utah Street Details: Ordinance No. 16-012 vacates 2,328 square feet of public right-of-way, more or less, adjacent north of NW 6th Place upon completion of the requirements of the applicant per the agreement with the City that was recorded on December 22, 2015, under Auditor's File No. 5242579. The public hearing for this vacation was held December 7, 2015, and Council voted to have the City Attorney prepare the ordinance for this vacation. Information about this proposal was previously provided in the attached staff report dated December 1, 2015. Administrative approval of a related boundary line adjustment has now been issued by the Planning Manager contingent upon the vacation of this property. The ordinance has been prepared to assure that this right-of-way is not officially vacated until the applicant meets all the requirements of said agreement with the City.

Presenter: James Carothers, Engineering Manager

Ordinance No. 16-012 NW Utah Street Vacation
 <u>NW Utah Vacation Hearing Staff Report</u>
 <u>NW Utah Agreement</u>
 <u>Boundary Line Adjustment</u>

It was moved by Council Member Smith, seconded by Council Member Hazen, that Ordinance No. 16-012 be read by title only. The motion carried unanimously.

It was moved by Council Member Smith, seconded by Council Member Carter, that Ordinance No. 16-012 be adopted and published according to law. The motion carried unanimously.

D. Final Plat for North Hills Subdivision

Details: A final plat for North Hills Subdivision was submitted for approval, which includes 44 single-family lots and is located at 27639 SE 15th Street. A notice of approval of the preliminary plat was issued on July 10, 2013. Presenter: Robert Maul, Planning Manager

Staff Report for Council North Hills Plat - Sheet 1 North Hills Plat - Sheet 2 North Hills Plat - Sheet 3

It was moved by Council Member Smith, seconded by Council Member Carter, that the final plat for North Hills Subdivision be approved. The motion carried unanimously. E. Final Plat for Belz Place Subdivision

Details: A final plat for Belz Place Phase 1 was submitted for approval, which includes 48 single-family lots and is located southeast of the intersection of Sierra Street and 23rd Avenue. A notice of approval of the preliminary plat was issued on July 10, 2006.

Presenter: Robert Maul, Planning Manager

Belz Place Staff Report
 <u>Attachment to Staff Report</u>

 <u>Belz Place Final Plat - Sheet 1</u>
 <u>Belz Place Final Plat - Sheet 2</u>
 <u>Belz Place Final Plat - Sheet 3</u>

It was moved by Council Member Smith, seconded by Council Member Hogan, that the final plat for Belz Place Subdivision be approved. The motion carried unanimously.

F. Ordinance No. 16-011 to Add Airport Overlay Zoning to the Camas Zoning Map and Camas Municipal Code
Details: This ordinance will add Chapter 18.34 Airport Overlay Zoning to the Camas Municipal Code and will add the airport overlay to the Camas Zoning Map. City Council approved the proposed airport overlay zoning at a public hearing held June 6, 2016, and directed the City Attorney to prepare an ordinance for Council's consideration.
Presenter: Robert Maul, Planning Manager

Ordinance No. 16-011 Relating to Airport Overlay Zoning Exhibit A Exhibit B Airport Overlay

It was moved by Council Member Carter, seconded by Council Member Hazen, that Ordinance No. 16-011 be read by title only. The motion carried unanimously.

It was moved by Council Member Carter, seconded by Council Member Smith, that Ordinance No. 16-011 be adopted and published according to law. The motion carried unanimously.

G. Ordinance No. 16-010 to Approve the Camas 2035 Comprehensive Plan Details: The Camas 2035 Comprehensive Plan is a long-range plan that guides Camas' future growth and development. The Camas Comprehensive Plan Map and other land use maps are included in the plan document and will be updated with this amendment. Council approved the comprehensive plan amendments at a public hearing held June 6, 2016, and directed the City Attorney to prepare an ordinance for Council's consideration. Procenter: Pohert Maul, Planning Manager

Presenter: Robert Maul, Planning Manager

 Ordinance No. 16-010 Camas 2035 Comprehensive Plan
 Camas 2035 Comprehensive Plan
 Appendices to Camas 2035 Comprehensive Plan

It was moved by Council Member Anderson, seconded by Council Member Smith, that Ordinance No. 16-010 be read by title only. The motion carried unanimously.

It was moved by Council Member Anderson, seconded by Council Member Smith, that Ordinance No. 16-010 be adopted and published according to law. The motion carried unanimously.

IX. PUBLIC COMMENTS

No one from the public wished to speak.

X. ADJOURNMENT

The meeting adjourned at 7:24 p.m.

NOTE: The City welcomes participation of its citizens in the public meeting process. Effort will be made to ensure anyone with special needs can participate. For more information call 360.834.6864.

MEMORANDUM OF UNDERSTANDING BETWEEN

CITY OF CAMAS And CLARK COUNTY

For the City of Camas North Shore Sewer Project

This Memorandum of Understanding is between the **CITY OF CAMAS**, a Washington municipal corporation and **CLARK COUNTY**, a political subdivision of the State of Washington, for the construction of a sewer line to serve the City of Camas.

RECITALS

WHEREAS, the City desires to install and construct new public sewer systems, on parcels of land whose boundaries are generally shown in the attached Exhibit "A" and referred to herein as "the Parcels," located north of Lacamas Lake; and

WHEREAS, both the City and County presently have land use regulatory jurisdiction over different portions of the Parcels; and

WHEREAS, the City's wetland protection ordinance is substantially similar to the Clark County wetland protection ordinance; and

WHEREAS, the City and the County both have professional planning, permitting, inspecting, and engineering personnel on their respective staffs capable of reviewing the proposed sewer line; and

WHEREAS, the City and County have found, in the past, that where a project bisects the jurisdiction of the City and County it is more efficient for either the City or the County to assume review responsibilities over the entire proposal while consulting with the other entity throughout the review process; and

WHEREAS, the parties find that the public interest is advanced by entering into this MOU, the purpose of which is to allow for the design, permitting and construction of a new municipal sewer system, which is located partially outside of the limits of the City of Camas and through a portion of the jurisdiction of Clark County, now therefore,

It is agreed by the parties as follows:

1. The City of Camas plans to construct and install a regional sewer system in the Northern Urban Growth Area north of Lacamas Lake as depicted in Exhibit A. A portion of those improvements will go through County owned park land know as Camp Currie, which includes parcel numbers 175929-000, 173166-000, 173179-000, 172959-000, 172958-000, and Lacamas Regional Park, which includes parcel numbers 124289-000 and 124522-000. This area is not incorporated in City of Camas' jurisdictional authority. This MOU applies only to the part of the project that impacts the land located within Clark County's jurisdiction.

2. This MOU shall be effective on the date it is fully executed by both parties and will remain in effect until terminated as provided in paragraphs 5 and/or 7.

3. The City shall be responsible for all elements of the project. The City shall design and engineer, permit, construct, operate, and maintain the public improvements. The City shall work with affected agencies if there is a conversion (to non-park use) of any portion of the property. To the extent the City's use of a portion of Camp Currie amounts to a conversion, the City shall protect the County as provided in paragraph 8.

4. The City will utilize the available services of the City's Community Development Department process to permit the sewer improvements, including plan and critical area reviews, shorelines and permits, and utilize available services of the City's Public Works Department regarding approval of design and engineering, construction contracting, administration and oversight of the new and existing facilities which are partially located on county land, subject to the following conditions:

a. The City shall issue any regulatory or other permits needed to complete this project consistent with state, federal, and local law.

b. In reviewing and permitting the development of the public facilities the City will apply the City code unless the County code is more restrictive, in which case the County code shall apply.

5. The County agrees to grant a license to the County-owned land for the Parcels described above and as shown in Exhibit A to allow the City, its employees, contractors and agents to construct, install and maintain the new sewer facilities on the above-described parcels of land owned by the County. This license is to the City only and may not be assigned or transferred and may remain in place as long as this sewer use is not inconsistent with the County's use of the property.

6. This project will be financed solely by the City of Camas.

7. Either party may choose to terminate this MOU by notifying the other party in writing 30 days prior to termination. The City agrees to reimburse the County for the reasonable and documented cost of services provided through the date of termination of the MOU.

8. The City shall respond to, defend, indemnify and hold harmless the County from all claims of liability, damage or injury arising directly or indirectly as a result of the permitting, design, engineering, construction, administration or oversight of the trail, and any new facilities related to the trail, unless the claim arises from the intentional acts or the sole negligence of the County, including the County's agents, officers, or employees.

10. The provisions of this MOU may be amended by mutual consent of the parties in writing.

City of Camas

Clark County

Pete Capell, City Administrator

Mark McCauley, County Administrator

Date: _____

Date: _____

Approved as to form:

Attest:

Approved as to form only: Anthony F. Golik, Clark County Prosecuting Attorney

By: _____

Christine M. Cook, Deputy Prosecuting Attorney

Attest:

Jennifer Gorsuch, City Clerk

Shawn MacPherson, City Attorney

Rebecca Tilton, Clerk to the Board



I, Leisha Copsey, hereby certify that these bid tabulations are correct.

6/28/16 Date

Leisha Copsey, Deputy City Clerk

PROJECT NO. S-613C City of Camas Granite Construction Company							
FRUJ	ECT NO. 5-615C		of Camas er's Estimate	Granite Construction Company 18208-A SE 1st Street			
DESC	RIPTION: 2016 HMA Citywide Grind, Overlay & F						
	tar field. Zero film oltywide offid, overlay & r	\$37 I,U	00-\$376,000	Vancouver, WA 98684			
DATE C	F BID OPENING: June 28, 2016, at 11:30 a.m.			360.606.1335			
			RLS			300.000.1333	
ITEM	DESCRIPTION	UNIT	QTY	UNIT	ENGRG	UNIT	CONTRACT
NO				PRICE	TOTAL	PRICE	TOTAL
1	MOBILIZATION	LS	1	25,000.00	\$25,000.00	61,000.00	\$61,000.00
2	PROJECT TEMPORARY TRAFFIC CONTROL	LS	1	25,000.00	\$25,000.00	27,500.00	\$27,500.00
3	PORTABLE CHANGEABLE MESSAGE SIGN	EA	2	500.00	\$1,000.00	2,500.00	\$5,000.00
4	EROSION/WATER POLLUTION CONTROL	LS	1	2,000.00	\$2,000.00	2,000.00	\$2,000.00
5	CONSTRUCTION GEOTEXTILE FOR SEPARATION	SY	1,000	5.00	\$5,000.00	0.25	\$250.00
6	CRUSHED SURFACING BASE COURSE	CY	500	25.00	\$12,500.00	10.00	\$5,000.00
7	HMA CL. 1/2 In. PG 64-22	TONS	1,200	80.00	\$96,000.00	116.00	\$139,200.00
8	HMA FOR PAVEMENT REPAIR CL. 1/2 In. PG 64-22	TONS	700	145.00	\$101,500.00	195.00	\$136,500.00
9	REMOVAL OF BITUINOUS MATERIAL, INCL. HAUL	SY	1,700	6.25	\$10,625.00	25.00	\$42,500.00
10	PAVEMENT REPAIR EXCAVATION, INCL. HAUL	CY	700	40.00	\$28,000.00	50.00	\$35,000.00
11	PLANING BITUMINOUS MATERIALS, EDGE PLANING	SY	5,745	2.50	\$14,362.50	6.00	\$34,470.00
12	CEMENT CONCRETE CURB RAMPS, REMOVE & REPLACE	EA	6	5,000.00	\$30,000.00	5,000.00	\$30,000.00
13	MANHOLE AND ADJUSTMENT	EA	15	1,500.00	\$22,500.00	1,250.00	\$18,750.00
14	SURVEY MONUMENT PRESERVATION	LS	1	2,000.00	\$2,000.00	500.00	\$500.00

Subtotal	\$375,487.50	\$537,670.00
BID TOTAL:	\$375,487.50	\$537,670.00



I, Leisha Copsey, hereby certify that these bid tabulations are correct. Leisha Copsey, Deputy City Clerk k Date

PROJECT NO. S-607 DESCRIPTION: Franklin Street Neighborhood Improvements North DATE OF BID OPENING: Ent. By		Engineer's Estimate: Haag & Shaw, Inc. \$448,000 - \$453,000 Camas, WA 98607		McDonald Excavating, Inc. 2719 Main St Washougal, WA 98671		Clark & Sons Excavating, Inc. 7601 NE 289th St Battle Ground, WA 98604		Nutter Corporation 7211-A NE 43rd Ave Vancouver, WA 98661					
	June 28, 2016, at 11:00am		RLS	2		360.834.2514		360.835.8794		360.480.8318		360.573.2000	
TEM NO	DESCRIPTION	UNIT	QTY		ENGRG TOTAL		CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL		CONTRACT TOTAL		CONTRACT
Sched	lule A - Street											THUE	TOTAL
	Mobilization	LS	1.00	\$20,000.00	\$20,000.00	\$24,000.00	\$24,000.00	\$45,000.00	\$45,000.00	\$42,000.00	\$42,000.00	\$54,000.00	\$54,000.00
	Project Temporary Traffic Control	LS	1.00	\$10,000.00	\$10,000.00	\$12,000.00	\$12,000.00	\$5,750.00	\$5,750.00	\$49,550.00	\$49,550.00	\$17,000.00	\$17,000.00
	Clearing & Grubbing	LS	1.00	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00	\$6,500.00	\$6,500.00	\$12,200.00	\$12,200.00
	Removal of Structure and Obstruction	LS	1.00	\$10,000.00	\$10,000.00	\$6,000.00	\$6,000.00	\$11,850.00	\$11,850.00	\$5,900.00	\$5,900.00	\$12,000.35	\$12,000.35
	Removal of Additional Cement Concrete Sidewalk	SY	30.00	\$30.00	\$900.00	\$50.00	\$1,500.00	\$18.00	\$540.00	\$58.00	\$1,740.00	\$25.00	\$750.00
	Removal of Additional Cement Concrete Curb	LF	30.00	\$25.00	\$750.00	\$50.00	\$1,500.00	\$6.00	\$180.00	\$58.00	\$1,740.00	\$15.00	\$450.00
	Roadway Excavation, Incl. Haul	CY	333.00	\$45.00	\$14,985.00	\$65.00	\$21,645.00	\$62.00	\$20,646.00	\$94.00	\$31,302.00	\$75.00	\$24,975.00
	In-Place Cement Treated Base (CTB)	SY	3,331.00	\$10.00	\$33,310.00	\$5.70	\$18,986.70	\$8.00	\$26,648.00		\$23,317.00	\$9.00	\$29,979.00
	Cement for CTB	TON	80.00	\$150.00	\$12,000.00	\$135.00	\$10,800.00	\$157.50	\$12,600.00	\$236.00	\$18,880.00	\$150.00	\$12,000.0
	Removal and Replacement of Unsuitable Material	CY	150.00	\$80.00	\$12,000.00	\$50.00	\$7,500.00	\$50.00	\$7,500.00	\$33.00	\$4,950.00	\$75.00	\$11,250.0
	HMA Class 1/2" PG 64-22	TON	640.00	\$120.00	\$76,800.00	\$88.00	\$56,320.00	\$85.00	\$54,400.00	\$90.00	\$57,600.00	\$105.00	\$67,200.00
	Cement Concrete Traffic Curb	LF	160.00	\$40.00	\$6,400.00	\$41.00	\$6,560.00	\$35.00	\$5,600.00	\$24.00	\$3,840.00	\$35.00	\$5,600.00
	Cement Concrete Pedestrian Curb	LF	89.00	\$25.00	\$2,225.00	\$35.00	\$3,115.00	\$35.00	\$3,115.00	\$22.00	\$1,958.00	\$33.00	\$2,937.00
	Cement Concrete Sidewalk	SY	50.00	\$50.00	\$2,500.00	\$95.00	\$4,750.00	\$110.00	\$5,500.00	\$59.00	\$2,950.00	\$90.00	\$4,500.00
15	Cement Concrete Sidewalk Ramp Type 3	SY	45.00	\$150.00	\$6,750.00	\$120.00	\$5,400.00	\$155.00	\$6,975.00	\$71.00	\$3,195.00	\$100.00	\$4,500.00
16	Ramp Detectable Warning	SF	68.00	\$35.00	\$2,380.00	\$37.00	\$2,516.00	\$50.00	\$3,400.00	\$48.00	\$3,264.00	\$40.00	\$2,720.00
	Mailbox Support	EA	2.00	\$400.00	\$800.00	\$350.00	\$700.00	\$200.00	\$400.00	\$483.00	\$966.00	\$250.00	\$500.00
18	Permanent Signing	LS	1.00	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$5,750.00	\$5,750.00	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00
	Plastic Stop Line	LF	90.00	\$10.00	\$900.00	\$8.00	\$720.00	\$15.00	\$1,350.00		\$270.00	\$16.00	\$1,440.00
20	Plastic Crosswalk Line	SF	1,056.00	\$10.00	\$10,560.00	\$4.25	\$4,488.00	\$10.00	\$10,560.00	\$3.00	\$3,168.00	\$11.00	\$11,616.00
21	Construction Documentation (minimum bid \$15,000)	LS	1.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
22	Minor Changes	LS	1.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
	Schedule A Street Subtotal (Non-Taxable I	tems)			\$249,260.00		\$215,500.70		\$248,764.00		\$285,590.00	5	\$299,117.3
	Washington State Sales Tax (8.4%)				N/A		N/A		N/A		N/A		N
	Schedule A Street Total				\$249,260.00		\$215,500.70		\$248,764.00		\$285,590.00		\$299,117.3
Sched	ule B - Water/Sewer												
23	HMA for Pavement Repair Class 1/2" PG 64-22	TON	20.00	\$180.00	\$3,600.00	\$66.00	\$1,320.00	\$85.00	\$1,700.00	\$154.00	\$3,080.00	\$250.00	\$5,000.0

23	HMA for Pavement Repair Class 1/2" PG 64-22	TON	20.00	\$180.00	\$3,600.00	\$66.00	\$1,320.00	\$85.00	\$1,700.00	\$154.00	\$3,080,00	\$250.00	Ø5 000 00
24	Manhole 60 Inch. Diam.						. ,		, ,		1	\$250.00	\$5,000.00
24		EA	2.00	\$7,000.00	\$14,000.00	\$8,000.00	\$16,000.00	\$6,600.00	\$13,200.00	\$15,256.00	\$30,512.00	\$9,000.00	\$18,000.00
25	Removal and Replacement of Unsuitable Material	CY	50.00	\$60.00	\$3,000.00	\$60.00	\$3,000.00	\$5.00	\$250.00	\$178.00	\$8,900.00	\$75.00	\$3,750.00
26	Trench Safety System (Min. \$1.00/LF)	LF	587.00	\$2.00	\$1,174.00	\$3.00	\$1,761.00	\$1.00	\$587.00	\$28.00	\$16,436.00	\$4.00	\$2,348.00
27	Solid Rock Excavation	CY	20.00	\$200.00	\$4,000.00	\$125.00	\$2,500.00	\$150.00	\$3,000.00	\$308.00	\$6,160.00	\$200.00	\$4,000.00
28	Water Service 1 Inch. Diam.	EA	13.00	\$1,500.00	\$19,500.00	\$1,220.00	\$15,860.00	\$1,650.00	\$21,450.00	\$1,200.00	\$15,600.00	\$2,400.00	\$31,200.00
29	Hydrant Assembly	EA	1.00	\$5,000.00	\$5,000.00	\$4,200.00	\$4,200.00	\$5,600.00	\$5,600.00	\$3,445.00	\$3,445.00	\$8,000.00	\$8,000.00
30	PVC Sanitary Sewer Pipe 8 In. Diam.	LF	587.00	\$110.00	\$64,570.00	\$95.00	\$55,765.00	\$105.00	\$61,635.00	\$150.00	\$88,050.00	\$160.00	\$93,920.00
31	Sewer Bypass Pumping	LS	1.00	\$10,000.00	\$10,000.00	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$6,000.00	\$6,000.00	\$10,000,00	\$10,000.00
32	Testing Sewer Pipe	LS	1.00	\$5,000.00	\$5,000.00	\$2,475.00	\$2,475.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,000.00	\$3,000.00
33	Side Sewer with Cleanout	LF	204.00	\$150.00	\$30,600.00	\$90.00	\$18,360.00	\$90.00	\$18,360.00	\$200.00	\$40,800.00	\$160.00	\$32,640.00
34	Side Sewer with Cleanout and Check Valve	LF	126.00	\$150.00	\$18,900.00	\$120.00	\$15,120.00	\$120.00	\$15,120.00	\$125.00	\$15,750.00	\$150.00	\$18,900.00
35	Erosion Control and Water Pollution Control	LS	1.00	\$2,000.00	\$2,000.00	\$2,200.00	\$2,200.00	\$4,150.00	\$4,150.00	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00
36	Roadside Restoration	LS	1.00	\$1,000.00	\$1,000.00	\$2,800.00	\$2,800.00	\$550.00	\$550.00	\$4,900.00	\$4,900.00	\$50.00	\$50.00
37	Minor Changes	LS	1.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00

Schedule B Water/Sewer Subtotal	\$187,344.00	\$147,861.00	\$156,102.00	\$252,133.00
Washington State Sales Tax (8.4%)	\$15,736.90	\$12,420.32	\$13,112.57	\$21,179.17
Schedule B Water/Sewer Total	\$203,080.90	\$160,281.32	\$169,214.57	\$273,312.17
CONSTRUCTION TOTAL (SCH. A + SCH. B) BASIS OF AWARD	\$452,340.90	\$375,782.02	\$417,978.57	\$558,902.17

\$240,808.00

\$20,227.87

\$261,035.87

\$560,153.22

MEMORANDUM OF UNDERSTANDING REGARDING TRANSPORTATION IMPROVEMENTS

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into as of this <u>29</u> day of June, 2016, by and between **SHARP ELECTRONICS CORPORATION**, ("Sharp"), **CAMAS SCHOOL DISTRICT**, a Washington public school district ("CSD") and **CITY OF CAMAS**, a municipal corporation ("Camas").

RECITALS

A. Sharp is the owner of real property located in Camas, Clark County, Washington identified as Parcels 1 through 2 and 4 through 6, Tax Parcel Nos. 986033-959; 986033-960; 9866033-962; 125661-000; 125651-000 and legally described on the attached Exhibit "A". For over twenty years Sharp has owned and operated two buildings, one on Parcel 5 and one on Parcel 6 as depicted on Exhibit "B".

B. CSD has contracted to purchase Parcels 4 and 5 from Sharp and the parties intend to close the transaction on June 30, 2016. The Parcels to be acquired are to be utilized for School purposes. Execution of this MOU is part of the purchase and sale negotiations for this property.

C. CSD commissioned a traffic analysis report, which was completed by Charbonneau Engineering LLC, in May 2016, utilizing certain assumptions for school purpose use of the parcels to be acquired (hereinafter "Charbonneau report").

D. CSD's use of Parcels 4 and 5 is currently anticipated to include use of the existing building on Parcel 5 for a Project Based Learning environment with the number of students increasing over time. The Parties agree that CSD will use the building to accommodate up to 125 students in 2016/2017 and up to 250 students in 2017/2018 with limited after school activities and parent drop-off/pick-up. The vested Transportation Impact Fee trips from the office use on said parcels equates to 500 middle school students.

E. The parties hereto desire to jointly plan and provide for transportation improvements that will increase safety and reduce congestion in the area. The parties agree that the proposed improvements fully satisfy any transportation mitigation associated with CSD's occupancy of the existing building on Parcel 5 up to the maximum identified in the Charbonneau report. The parties agree that addition of students beyond this maximum or construction of additional buildings on Parcels 4 or 5 may warrant additional analysis or mitigation as determined by the City.

MEMORANDUM OF UNDERSTANDING - 1 Doc 1617131

AGREEMENT

NOW, THEREFORE, in support of the foregoing premises of this MOU, which are incorporated into the agreement of the parties set forth herein, the undersigned hereby agree as follows.

1. IMPROVEMENTS

1.1 At some point prior to September 1, 2018, Sharp shall cause the substantial completion of a signalized intersection at Payne Road and Pacific Rim Boulevard to be constructed with a design substantially similar to the design depicted in Exhibit "C". Preliminary design of improvements is to be submitted not later than July 1, 2017, with final design of improvements to be submitted by Sharp, to allow final review and approval by Camas no later than January 1, 2018. Sharp shall complete any punch list items necessary to obtain final acceptance by the City of the improvement no later than October 1, 2018.

1.2 At some point prior to September 1, 2018, Sharp shall cause the substantial completion of a new intersection with its current internal private road and Payne Road in the approximate location of Lacy Street ("New Payne Road Intersection") to be constructed with a design substantially similar to the design depicted in Exhibit "D" attached hereto. Preliminary design of improvements is to be submitted not later than July 1, 2017, with final design of improvements to be submitted by Sharp, to allow final review and approval by Camas no later than January 1, 2018. Sharp shall complete any punch list items necessary to obtain final acceptance by the City of the improvement shall occur no later than October 1, 2018.

1.3 At or prior to the completion and acceptance by Camas and the operation of: (1) the signalized intersection at Payne Road and Pacific Rim Boulevard; and (2) the New Payne Road Intersection, Sharp shall take necessary action to eliminate the current direct access from its private internal road to Pacific Rim Boulevard. Nothing in this MOU shall be construed in any way to limit Sharp's access to Pacific Rim Boulevard at any other locations otherwise approved by Camas.

1.4 At some point prior to January 1, 2018, if necessary, to construct the signalized intersection at Payne Road and Pacific Rim Boulevard, Camas will obtain at no expense to the other parties, any Right of Way acquisition necessary for the Payne Road and Pacific Rim Boulevard intersection improvements. Sharp agrees to timely donate any reasonably necessary right-of-way from their existing parcel(s) to complete construction of the signal. In the event timely acquisition of necessary Right-of-Way fails to occur and, as a result, the construction of the improvement identified in Section 1.1 herein is delayed then, on the condition that Sharp is diligently pursuing completion of said improvement, the City shall allow the building on parcel 5 to be used by CSD as a full Project Based Learning Middle School for up to 500 students commencing as of the 2018/2019 school year. If the City fails to obtain the right-of-way necessary for the construction of the signalized intersection by January 1, 2018; and provided the

MEMORANDUM OF UNDERSTANDING - 2 Doc 1617131 City does obtain such right-of-way, Sharp shall be given a reasonable amount of time to complete the improvement, taking into account time of year, weather and other factors customarily considered in construction of this type.

1.5 Based upon Camas' Capital Facilities Plan and Transportation Impact Fee program, upon completion and acceptance of the Payne Road and Pacific Rim Boulevard improvements in September 2018, the City shall issue \$196,050.00 of Transportation Impact Fee credits to Sharp or its designee.

1.6 (Deleted)

1.7 Camas shall allow access from Sharp's Parcel 6 (Tax Parcel No. 125651-000) to 18th Street as depicted in Exhibit "E". As a condition of such access being granted, at the time of construction of the access, Sharp shall also construct certain improvements, including a three-lane section of 18th Street and pedestrian access, as depicted on Exhibit "E". Sharp shall also dedicate to the City six (6) feet of Right of Way along Parcel 6 upon completion and acceptance by the City of construction of the 18th Street access.

2. MISCELLANEOUS PROVISIONS.

2.1 Authority. Each person executing this MOU on behalf of a party represents and warrants that such person has the authority to enter into this MOU on the terms and conditions contained herein.

2.2 Notices. Any notices, demands, or other communications to be given hereunder must be in writing and must be delivered personally or sent by first-class U.S. mail, postage prepaid, addressed to the parties at the addresses set forth below, or at such other address as any party may hereinafter or from time to time designate by written notice to the other parties given accordance herewith. Notice will be considered given when personally delivered or mailed and will be considered received by the party to whom it is addressed on the third day after such notice is given.

MEMORANDUM OF UNDERSTANDING - 3 Doc 1617131

Notices to Sharp:	Sharp Electronics Corporation 1 Sharp Plaza, Mahwah, NJ 07495-1163 Attn: William Flynn Phone: (201) 529-9416
With a Copy to:	Office of General Counsel 1 Sharp Plaza, Mahwah, NJ 07495-1163 legalnotices@sharpsec.com
Notices to CSD:	Camas School District 841 NE 22 nd Avenue, Camas, WA 98607 Attn: Jeff Snell Phone: (360) 833-5412
Notices to Camas:	City of Camas 616 NE 4 th Avenue, Camas, WA 98607 Attn: City Administrator Phone: (360) 834-6864

2.3 Headings for Convenience. All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this MOU.

2.4 No Recordation. This MOU, any portion of this document, or any other document referencing these terms shall not be recorded in the real property records in the State of Washington.

2.5 Entire Agreement. This MOU constitutes the entire agreement between the parties and cannot be changed or modified, other than in a writing executed by all parties hereto. There are no other agreements, oral or written, with respect to the subject matter hereof, except as expressed herein. If required the parties shall negotiate and execute such further or supplemental agreements as may be necessary or proper to carry out the terms set forth herein.

2.6 Interpretation and Governing Law. This MOU shall be governed by the laws of the State of Washington.

2.7 Time of the Essence. Time is of the essence of this MOU and of every provision hereof.

2.8 Counterparts. This MOU may be executed in multiple counterparts, each of which will be deemed an original, but all of which, together, will constitute one and the same instrument. Digital signatures shall constitute original signatures for purposes of this document.

MEMORANDUM OF UNDERSTANDING - 4 Doc 1617131 2.9 **Representation.** Landerholm, P.S. represented Sharp in drafting of this document. Camas and CSD consulted their counsel regarding the terms of this document. The parties agree that any interpretation of the language contained herein shall not be construed against the drafter.

2.10 Purpose. In the event any party shall be precluded from fulfilling its obligations stated herein as the result of a statute, regulation or ordinance which prohibits or restricts the terms of this MOU from being fully enforced, the parties shall negotiate in good faith to seek a solution which will allow the general purpose and intent of this MOU to be fulfilled, to the extent permitted by law. In the event that any specific provision of this MOU is deemed unenforceable, the balance of the terms shall remain in full force and effect, so long as such continued enforcement of the remaining terms does not act to defeat or deprive a party of its reasonable economic expectations hereunder.

IN WITNESS WHEREOF, the parties have executed this MOU as of the day and year first above written.

[SIGNATURES ON FOLLOWING PAGE]

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SHARP ELECTRONICS CORPORATION

By: Name: AKIHIKO KISHI Title: Senior Executive Vice President

CAMAS SCHOOL DISTRICT

By. Arthall Name: Jeff Snell Deputy Superintendent Title:

CITY OF CAMAS

Ву:	
Name:	·····
Title:	

MEMORANDUM OF UNDERSTANDING - 6 Doc 1617131



> (360) 695-1385 1111 Broadway Vancouver, WA 98660

Exhibit "A"

LEGAL DESCRIPTION FOR PARCEL 1 NET OF RIGHT-OF-WAY (PORTION OF ASN 125651-000)

July 14, 2014

A parcel of property located in the South half of Section 5, Township 1 North, Range 3 East of the Willamette Meridian, City of Camas, Clark County, Washington, described as follows:

COMMENCING at a concrete monument with a 3-1/2" brass cap marking the Southeast corner of said Section 5 as shown in Record of Survey Book 59 at Page 152, records of said County;

THENCE North 89° 29' 41" West, towards a concrete monument with a 3" brass cap marking the Southwest corner of said Section 5 as shown in said record of survey, a distance of 1400.93 feet;

THENCE leaving said Section line, North 00° 30' 19" East, a distance of 1250.08 feet to the TRUE POINT OF BEGINNING;

THENCE North 31° 42' 11" West, a distance of 768.97 feet, more or less to a point on the South right-of way line of NW Pacific Rim Blvd, said point being 40.00 feet from, when measured perpendicular to, the centerline of said Blvd;

THENCE North 58° 23° 08" East, along said right-of-way, a distance of 967.17 feet to the Northeast corner of that parcel conveyed to Sharp Microelectronics Technology, Inc. as described under Auditor's File No. 8905220187, records of said county;

THENCE South 31° 36' 49" East, along the East line of said Sharp Microelectronics Technology, Inc. parcel, a distance of 974.00 feet to an angle point therein;

THENCE continuing along said East line, South 01° 13' 20" West, a distance of 183.00 feet;

THENCE leaving said East line North 88° 37' 48" West, a distance of 584.08 feet to a point which bears North 64° 34' 00" East from the TRUE POINT OF BEGINNING;

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> (360) 695-1385 1111 Broadway Vancouver, WA 98660

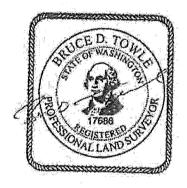
THENCE South 64° 34° 00° West, a distance of 379.00 feet to the TRUE POINT OF BEGINNING;

EXCEPT that parcel conveyed to Public Utility District No. 1 of Clark County as described under Auditor's File No. 9012030081, records of said County.

EXCEPT public streets.

Containing 19.12 acres, more or less.

Containing 20.00 acres (gross), more or less, to centerline of adjacent public right-of-way.



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Page 2 of 2



> (360) 695-1385 1111 Broadway Vancouver, WA 98660

LEGAL DESCRIPTION FOR ADJUSTED PARCEL 2 NET OF RIGHT-OF-WAY (PORTION OF ASN 125651-000)

July 14, 2014

A parcel of property located in the South half of Section 5, Township 1 North, Range 3 East of the Willamette Meridian, City of Camas, Clark County, Washington, described as follows:

COMMENCING at a concrete monument with a 3-1/2" brass cap marking the Southeast corner of said Section 5 as shown in Record of Survey Book 59 at Page 152, records of said County;

THENCE North 89° 29' 41" West, towards a concrete monument with a 3" brass cap marking the Southwest corner of said Section 5 as shown in said record of survey, a distance of 1400.93 feet;

THENCE leaving said Section line, North 00° 30' 19" East, a distance of 1250.08 feet to the TRUE POINT OF BEGINNING;

THENCE South 64° 34' 00" West, a distance of 971.00 feet;

THENCE North 00° 55' 41" East, a distance of 275.25 feet;

THENCE North 89° 42' 11" West, a distance of 1181.00 feet, more or less, to a point on the East right-of-way line of Southeast Payne Road, said point being 30.00 feet from, when measured perpendicular to, the centerline of said Road;

THENCE North 39° 17' 25" West, along said right-of-way, a distance of 440.08 feet to a point on a 170.00 foot radius curve to the right;

THENCE along said right-of-way and along said 170.00 foot radius curve to the right (the long chord of which bears North 18° 57' 35" West, a distance of 118.13 feet), an arc distance of 120.64 feet to a point on a 20.00 foot radius curve to the right;

THENCE along said right-of-way and along said 20.00 foot radius curve to the right (the long chord of which bears North 46° 16' 50" East, a distance of 28.24 feet), an arc JMB

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> (360) 695-1385 1111 Broadway Vancower, WA 98660

distance of 31.35 feet, more or less, to a point on the South right-of-way of Northwest Pacific Rim Blvd, said point being 40.00 feet from, when measured perpendicular to, the centerline of said Blvd;

THENCE South 88° 48' 34" East, along said right-of-way, a distance of 1076.73 feet to a point on a 1040.00 foot radius curve to the left;

THENCE along said right-of-way and along said 1040.00 foot radius curve to the left (the long chord of which bears North 74° 47' 17" East, a distance of 587.36 feet), an arc distance of 595.46 feet;

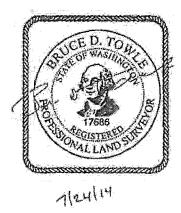
THENCE North 58° 23' 08" East, along said right-of-way, a distance of 355.44 feet to a point which bears North 31° 42' 11" West from the TRUE POINT OF BEGINNING;

THENCE leaving said right-of-way, South 31° 42' 11" East, a distance of 768.97 feet to the TRUE POINT OF BEGINNING.

EXCEPT public streets.

Containing 27.32 acres, more or less.

Containing 29.62 acres (gross), more or less, to centerline of adjacent public right-ofway,



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LEGAL DESCRIPTION FOR ADJUSTED PARCEL 4 (ASN 986033-962)

June 24, 2016

A parcel of property located in the South half of Section 5, Township 1 North, Range 3 East of the Willamette Meridian, City of Camas, Clark County, Washington, described as follows:

COMMENCING at a concrete monument with a 3-1/2" brass cap marking the Southeast corner of said Section 5 as shown in Record of Survey Book 59 at Page 152, records of said County;

THENCE North 89° 29' 41" West, towards a concrete monument with a 3" brass cap marking the Southwest corner of said Section 5 as shown in said record of survey, a distance of 1400.93 feet;

THENCE leaving said Section line, North 00° 30' 19" East, a distance of 1250.08 feet to the TRUE POINT OF BEGINNING;

THENCE South 64° 34' 00" West, a distance of 971.00 feet;

THENCE South 00° 55' 41" West, a distance of 275.00 feet;

THENCE North 89° 42' 11" West, a distance of 828.00 feet, more or less, to a point on the East right-of-way line of Southeast Payne Road, said point being 30.00 feet from, when measured perpendicular to, the centerline of said Road;

THENCE South 24° 34' 57" East, along said right-of-way, a distance of 205.19 feet to a point on a 545.00 foot radius curve to the left;

THENCE along said right-of-way and along said 545.00 foot radius curve to the left (the long chord of which bears South 57° 08' 34" East, a distance of 586.62 feet), an arc distance of 619.43 feet to a point on the North right-of-way line of Southeast 40th Street, said point being 30.00 feet from, when measured perpendicular to, the centerline of said Street;

THENCE South 89° 42' 11" East, along said right-of-way, a distance of 431.45 feet;

THENCE leaving said right-of-way, North 00° 26' 43" East, a distance of 264.00 feet;

THENCE South 89° 42' 11" East, a distance of 99.36 feet;

THENCE North 00° 54' 19" East, a distance of 299.80 feet;

THENCE South 89° 19' 34" East, a distance of 741.26 feet to a point on the West line of "Parcel 6" as described in Exhibit B of that Boundary Line Adjustment recorded under Auditor's File No. 5095354 BLA, records of said county;

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THENCE North 01° 13' 20" East, along said West line, a distance of 325.18 feet;

THENCE leaving said West line, South 89° 42' 11" East, a distance of 193.77 feet;

THENCE North 00° 17' 49" East, a distance of 20.00 feet to a point on the North line of said "Parcel 6";

THENCE South 89° 42' 11" East, along said North line, a distance of 496.22 feet;

THENCE North 01° 13' 20" East, along said North line, a distance of 98.00 feet;

THENCE South 89° 42' 11" East, a distance of 72.01 feet, to the East line of that parcel conveyed to Sharp Microelectronics Technology, Inc. as described under Auditor's file No. 8905220187, records of said county;

THENCE North 01° 13' 20" East, along said East line, a distance of 350.00 feet, more or less, to a point which bears South 01° 13' 20" West, a distance of 183.00 feet from an angle point in said East line;

THENCE North 88° 37' 48" West, a distance of 584.08 feet to a point which bears North 64° 34[°] 00" East from the TRUE POINT OF BEGINNING;

THENCE South 64° 34' 00" West, a distance of 379.00 feet to the TRUE POINT OF BEGINNING.

EXCEPT public streets.

Containing 29.48 acres, more or less.



06/24/16

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LEGAL DESCRIPTION FOR ADJUSTED PARCEL 5 (ASN 125661-000)

June 24, 2016

A parcel of property located in the South half of Section 5, and the Northeast quarter of Section 8, Township 1 North, Range 3 East of the Willamette Meridian, City of Camas, Clark County, Washington, described as follows:

COMMENCING at a concrete monument with a 3-1/2" brass cap marking the Southeast corner of said Section 5 as shown in Record of Survey Book 59 at Page 152, records of said County;

THENCE North 89° 29' 41" West, towards a concrete monument with a 3" brass cap marking the Southwest corner of said Section 5 as shown in said record of survey, a distance of 1400.93 feet;

THENCE leaving said Section line, North 00° 30' 19" East, a distance of 1250.08 feet;

THENCE South 64° 34' 00" West, a distance of 971.00 feet;

THENCE South 00° 55' 41" West, a distance of 275.00 feet;

THENCE North 89° 42' 11" West, a distance of 828.00 feet, more or less, to a point on the East right-of-way line of Southeast Payne Road, said point being 30.00 feet from, when measured perpendicular to, the centerline of said Road;

THENCE South 24° 34' 57" East, along said right-of-way, a distance of 205.19 feet to a point on a 545.00 foot radius curve to the left;

THENCE along said right-of-way and along said 545.00 foot radius curve to the left (the long chord of which bears South 57° 08' 34" East, a distance of 586.62 feet), an arc distance of 619.43 feet to a point on the North right-of-way line of Southeast 40th Street, said point being 30.00 feet from, when measured perpendicular to, the centerline of said Street;

THENCE South 89° 42' 11" East, along said right-of-way, a distance of 431.45 feet to the TRUE POINT OF BEGINNING;

THENCE leaving said right-of-way, North 00° 26' 43" East, a distance of 264.00 feet;

THENCE South 89° 42' 11" East, a distance of 99.36 feet;

THENCE North 00° 54' 19" East, a distance of 299.80 feet;

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THENCE South 89° 19' 34" East, a distance of 741.26 feet to a point on the West line of "Parcel 6" as described in Exhibit B of that Boundary Line Adjustment recorded under Auditor's File No. 5095354 BLA, records of said county;

THENCE South 01° 13' 20" West, along said West line, a distance of 190.00 feet;

THENCE leaving said West line, South 01° 26' 04" East, a distance of 81.62 feet;

THENCE South 45° 11' 16" West, a distance of 17.30 feet;

THENCE South 01° 13' 18" West, a distance of 29.78 feet;

THENCE South 49° 29' 49" West, a distance of 55.97 feet to a point on the West line of said "Parcel 6";

THENCE South 01° 13' 20" West, along said West line, a distance of 104.79 feet;

THENCE leaving said West line, South 41° 23' 19" West, a distance of 39.14 feet;

THENCE South 71° 49' 58" West, a distance of 5.50 feet;

THENCE North 70° 07' 33" West, a distance of 6.64 feet;

THENCE South 78° 01' 18" West, a distance of 57.66 feet to a point on the West line of said "Parcel 6";

THENCE South 37° 23' 08" West, along said West line, a distance of 149.60 feet, more or less, to a point on the North right-of-way of Northwest 18th Ave, said point being 30.00 feet from, when measured perpendicular to, the centerline of said Ave, said point also being on a non-tangent 280.00 foot radius curve to the left;

THENCE along said right-of-way, and along said 280.00 foot radius curve to the left (the long chord of which bears North 71° 09' 31" West, a distance of 178.10 feet), an arc distance of 181.25 feet to a point on the North right-of-way of said Southeast 40th Street, said point bears South 89° 42' 11" East, from the TRUE POINT OF BEGINNING;

THENCE North 89° 42' 11" West, along said right-of-way, a distance of 434.50 feet to the TRUE POINT OF BEGINNING.

EXCEPT public streets.

Containing 9.76 acres, more or less.



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LEGAL DESCRIPTION FOR ADJUSTED PARCEL 6 (ASN 125651-000)

June 24, 2016

A parcel of property located in the South half of Section 5, and the Northeast quarter of Section 8, Township 1 North, Range 3 East of the Willamette Meridian, City of Camas, Clark County, Washington, described as follows:

COMMENCING at a concrete monument with a 3-1/2" brass cap marking the Southeast corner of said Section 5 as shown in Record of Survey Book 59 at Page 152, records of said County;

THENCE North 89° 29' 41" West, towards a concrete monument with a 3" brass cap marking the Southwest corner of said Section 5 as shown in said record of survey, a distance of 1400.93 feet;

THENCE leaving said Section line, North 00° 30' 19" East, a distance of 1250.08 feet;

THENCE South 64° 34' 00" West, a distance of 971.00 feet;

THENCE South 00° 55' 41" West, a distance of 275.00 feet;

THENCE North 89° 42' 11" West, a distance of 828.00 feet, more or less, to a point on the East right-of-way line of Southeast Payne Road, said point being 30.00 feet from, when measured perpendicular to, the centerline of said Road;

THENCE South 24° 34' 57" East, along said right-of-way, a distance of 205.19 feet to a point on a 545.00 foot radius curve to the left;

THENCE along said right-of-way and along said 545.00 foot radius curve to the left (the long chord of which bears South 57° 08' 34" East, a distance of 586.62 feet), an arc distance of 619.43 feet to a point on the North right-of-way line of Southeast 40th Street, said point being 30.00 feet from, when measured perpendicular to, the centerline of said Street;

THENCE South 89° 42' 11" East, along said right-of-way, a distance of 431.45 feet;

THENCE leaving said right-of-way, North 00° 26' 43" East, along said West line, a distance of 264.00 feet;

THENCE South 89° 42' 11" East, along said West line, a distance of 99.36 feet;

THENCE North 00° 54' 19" East, along said West line, a distance of 299.80 feet;

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THENCE South 89° 19' 34" East, a distance of 741.26 feet to a point on the West line of "Parcel 6" as described in Exhibit B of that Boundary Line Adjustment recorded under Auditor's File No. 5095354 BLA, records of said county;

THENCE North 01° 13' 20" East, along said West line, a distance of 345.18 feet to the Northwest corner thereof;

THENCE South 89° 42' 11" East, along the North line of said "Parcel 6", a distance of 689.66 feet;

THENCE North 01° 13' 20" East, along said North line, a distance of 98.00 feet to the TRUE POINT OF BEGINNING;

THENCE South 01° 13' 20" West, a distance of 98.00 feet;

THENCE North 89° 42' 11" West, a distance of 496.22 feet;

THENCE South 00° 17' 49" West, a distance of 20.00 feet;

THENCE North 89° 42' 11" West, a distance of 193.77 feet to a point on the West line of said "Parcel 6";

THENCE South 01° 13' 20" West, along said West line, a distance of 515.18 feet;

THENCE leaving said West line, South 01° 26' 04" East, a distance of 81.62 feet;

THENCE South 45° 11' 16" West, a distance of 17.30 feet;

THENCE South 01° 13' 18" West, a distance of 29.78 feet;

THENCE South 49° 29' 49" West, a distance of 55.97 feet to a point on the West line of said "Parcel 6";

THENCE South 01° 13' 20" West, along said West line, a distance of 104.79 feet;

THENCE leaving said West line, South 41° 23' 19" West, a distance of 39.14 feet;

THENCE South 71° 49' 58" West, a distance of 5.50 feet;

THENCE North 70° 07' 33" West, a distance of 6.64 feet;

THENCE South 78° 01' 18" West, a distance of 57.66 feet to a point on the West line of said "Parcel 6";

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THENCE South 37° 23' 08" West, a distance of 149.60 feet, more or less, to a point on the North right-of-way of Northwest 18th Ave, said point being 30.00 feet from, when measured perpendicular to, the centerline of said Ave, said point also being on a non-tangent 280.00 foot radius curve to the right;

THENCE along said right-of-way, and along said 280.00 foot radius curve to the right (the long chord of which bears South 51° 53' 54" East, a distance of 7.00 feet), an arc distance of 7.00 feet;

THENCE South 51° 10' 55" East, along said right-of-way, a distance of 28.26 feet to a point on a 470.00 foot radius curve to the left;

THENCE along said right-of-way and along said 470.00 foot radius curve to the left (the long chord of which bears South 60° 07' 30" East, a distance of 146.12 feet), an arc distance of 146.72 feet;

THENCE South 69° 04' 05" East, along said right-of-way, a distance of 48.48 feet to a point on a 470.00 foot radius curve to the left;

THENCE along said right-of-way and along said 470.00 foot radius curve to the left (the long chord of which bears South 78° 42' 59" East, a distance of 157.54 feet), an arc distance of 158.29 feet;

THENCE South 88° 21' 53" East, along said right-of-way, a distance of 225.68 feet;

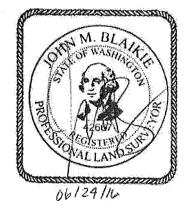
THENCE South 89° 28' 54" East, along said right-of-way, a distance of 410.10 feet to the Southeast corner of that parcel conveyed to Sharp Microelectronics Technology, Inc. as described under Auditor's File No. 8905220187, records of said county;

THENCE North 01° 13' 20" East, along the East line of said parcel, a distance of 1206.82 feet, more or less, to a point which bears South 89° 42' 11" East, from the TRUE POINT OF BEGINNING;

THENCE leaving said East line, North 89° 42' 11" West, a distance of 72.01 feet to the TRUE POINT OF BEGINNING.

EXCEPT public streets.

Containing 20.50 acres, more or less.



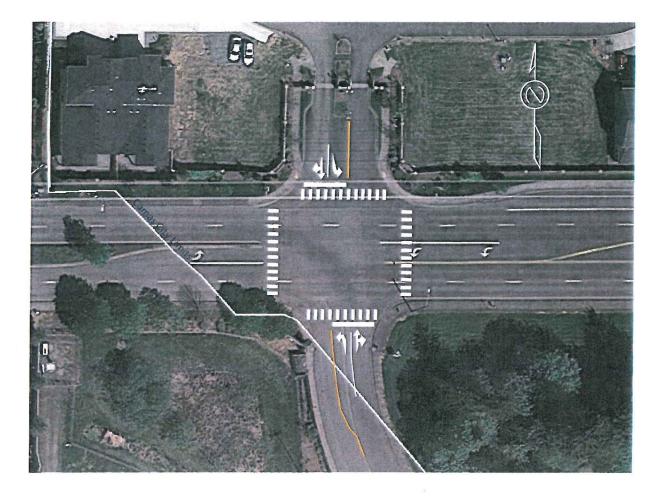
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EXHIBIT C

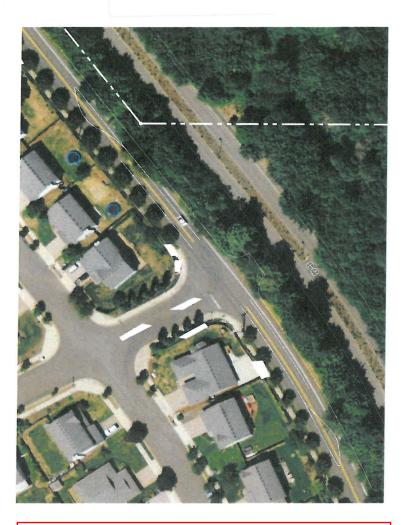


NW PACIFIC RIM DRIVE AND SE PAYNE ROAD

Conceptual Lane Configuration for Future Signal.

NOT TO SCALE 160617 PRB & PAYNE RD - JE

EXHIBIT D



Subject to an agreed engineered design and City of Camas approval, Sharp will construct a new access to the Sharp private drive off Payne Road with sufficient depth and radius of access to adequately accommodate busses to and from both directions on Payne Road and of sufficient intersection width to allow simultaneous left and right turn exit (two lane exit width at intersection). 1-50



1=30

EXHIBIT "E"



1 3 50

EXHIBIT "E"