



CITY COUNCIL WORKSHOP AGENDA

Monday, October 21, 2013, 4:30 p.m.

Camas City Hall, 616 NE 4th Avenue

I. CALL TO ORDER

II. ROLL CALL

III. PUBLIC COMMENTS

IV. SPECIAL PRESENTATIONS

V. FINANCE DEPARTMENT

A. 2013 City of Camas - 3rd Quarter Financial Performance

1. Details: This presentation is to review the status of 2013 City Budget to Actual Revenues and Expenditures as well as to the status of Capital Projects, the City's Investment Portfolio, Debt Portfolio and the City's economic outlook. The presentation will be made available at the City Council Workshop.

Department/Presenter: Cathy Huber Nickerson, Finance Director

Recommended Action: Presentation only

B. 2014 Equipment Rental Fund Rates

1. Details: This presentation is designed to provide an overview of the Equipment Rental Fund function as well as the rates utilized in the 2014 Recommended Budget. The presentation will be made available at the City Council Workshop.

Department/Presenter: Cathy Huber Nickerson, Finance Director

Recommended Action: Presentation only

C. 2014 Recommended Budget Operating Decision Packages

1. Details: This presentation is designed to provide City Council with a more in depth presentation of the Operating Decision Packages included in the Mayor's recommended budget. The presentation will be made available at the City Council Workshop.

Department/Presenter: Cathy Huber Nickerson, Finance Director

Recommended Action: Presentation only

D. 2014 Recommended Budget Property Tax Presentation

1. Details: This presentation is to review the 2014 property tax recommendation for Council's consideration. Discussion regarding the 1% levy increase as well as a partial use of banked capacity will be included. The presentation will be made available at the City Council Workshop.

Department/Presenter: Cathy Huber Nickerson, Finance Director

Recommended Action: Presentation only

VI. COMMUNITY DEVELOPMENT DEPARTMENT

A. Final Plat (FP 13-03) for the Hills at Round Lake Phases 1-3

1. Details: The Hills at Round Lake Phases 1 to 3 includes a total of 69 lots. The applicant has met the requirements in accordance with CMC§17.21.060. The final plat must be approved by City Council during a regular meeting.

Department/Presenter: Phil Bourquin, Community Development Director

Recommended Action: Schedule a meeting to render a decision on the Final Plat for the Hills at Round Lake Phases 1-3

B. Project WS-729 Waterline Relocate for Burlington Northern Sante Fe (BNSF) Bridge

1. Details: BNSF is preparing to replace their existing bridge over the Washougal River. Their project requires Camas to obtain an easement across BNSF right-of-way and to relocate an existing water transmission main. Jones Lang Lasalle Brokerage, Inc., represents BNSF in matters related to pipeline easements across railroad right-of-way. This project will be funded by the Water Utility Fund.

Department/Presenter: James Carothers, Engineering Manager

Recommended Action: Review the attached easement with the expectation that it will be on a future consent agenda.

VII. PUBLIC WORKS

A. Western Washington Clean Cities Memorandum of Understanding (MOU)

1. Details: The memorandum of understanding with Western Washington Clean Cities Coalition provides the City resources in fleet management, cost/benefit analysis and partnering opportunities to work toward lowering reliance on petroleum based fuels and preparing to meet State requirements.

Department/Presenter: Eric Levison, Public Works Director

Recommended Action: Informational only, due to budget agenda items, no formal presentation is planned. Please contact Eric Levison if you have any questions or concerns. Staff will request authorization for Mayor to sign the MOU during the November 4th Council Meeting.

VIII. MAYOR

A. Interlocal Agreement with Washougal Regarding Representation on the C-Tran and Regional Transportation Council (RTC) Boards of Directors.

1. Details: The cities of Camas and Washougal entered into an interlocal agreement to provide for the appointment of joint representation on the C-Tran and RTC Boards of Directors on the January 17, 2012. In Section II of the agreement, it

states that the parties agree to review the interlocal agreement during the fourth quarter of 2013 and to make such revisions, if any, as mutually agreed. The purpose of this agenda item is to provide the opportunity for Council to review and discuss the agreement to see if there are any recommended revisions. An updates will also be given about the C-Tran Composition Board meetings.

Department/Presenter: Scott Higgins, Mayor

Recommended Action: Review and discuss the interlocal agreement and make recommendations for any necessary revisions.

IX. CITY ADMINISTRATION

A. Miscellaneous and Scheduling

1. Details: Updates on miscellaneous or scheduling items

Department/Presenter: Jennifer Gorsuch, Acting City Administrator

X. COUNCIL COMMENTS AND REPORTS

XI. PUBLIC COMMENTS

XII. ADJOURNMENT

NOTE: The City of Camas welcomes and encourages the participation of all of its citizens in the public meeting process. A special effort will be made to ensure that a person with special needs has the opportunity to participate. For more information, please call 360.834.6864.



Jones Lang LaSalle Brokerage, Inc
4300 Amon Carter Blvd., Suite 100
Fort Worth, Texas 76155-2685
tel +1 817-230-2600, fax +1 817 306-8285

October 9, 2013

City of Camas
Attention: Mr. Jim Hodges
616 NE 4th Ave
Camas, WA 98607

13-48660

Dear Mr. Hodges:

Attached please find a copy of the requested contract for execution by an official authorized to execute contract agreements on behalf of your company. Please print two (2) copies execute and return both copies with original signature for completion on part of BNSF Railway Company ("BNSF") to this office, along with the following requirements:

- A check in the amount of \$3000.00 payable to BNSF Railway Company which covers the contract fee(s).

Please note the agreements cannot be executed by BNSF without an approved insurance certificate. If there are any issues with your insurance, you will be contacted by a member of the Risk Management team of BNSF Railway.

1. A Certificate of Insurance as required in the agreement.
2. A separate policy for Railroad Protective Liability Insurance as required in the agreement (ORIGINAL POLICY MUST BE PROVIDED). BNSF Railway Company will be the only insured party; OR;

In lieu of providing a separate policy for Railroad Protective Liability Insurance, you may participate in the BNSF's Railroad Protective Policy by checking the appropriate box in the contract and including an additional \$1150.00 with your check.

PLEASE ADVISE IF THIS PROJECT IS ARRA FUNDED.

Acceptance and deposit of any check by BNSF does not constitute an agreement between BNSF and Licensee for the requested license. BNSF shall not be obligated to hold the check in a separate fund, but may commingle the funds with other funds of BNSF, and in no event shall BNSF be responsible for interest on said funds.

The enclosed permit is not a binding agreement and shall become binding only when, and if, it is executed by you and fully approved and executed by BNSF Railway Company. Upon completion on behalf of BNSF, one fully executed counterpart will be returned for your records.

The specifications/plans you provided may differ from BNSF's minimum specification requirements. Therefore, prior to your installation, please review the Exhibit A to determine the specifications necessary for your installation.

Please be informed that if contracts, fees, and insurance are not returned within sixty (60) days, an additional processing fee of \$600.00 will be accessed.

Sincerely,

Tanita Thomas
Associate Contract Specialist
Attachment

PIPELINE LICENSE

THIS PIPELINE LICENSE ("License") is made to be effective _____, 20__ (the "Effective Date") by and between BNSF RAILWAY COMPANY, a Delaware corporation ("Licensor") and CITY OF CAMAS, a Washington, corporation ("Licensee").

In consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. Grant of License. Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "Drawings and Specifications"), one (1) pipeline, sixteen (16) inches in diameter inside a(n) twenty four (24) inch STEEL casing (collectively, the "Pipeline"), across or along Licensor's rail corridor at or near the station of Camas,, County of Clark, State of WA, Line Segment 0047, Mile Post 24.60 as shown on the attached Drawing No. 1-59066, dated September 26, 2013, attached hereto as Exhibit "A" and incorporated herein by reference (the "Premises").
2. Term. This License shall commence on the Effective Date and shall continue for a period of twenty-five (25) years, subject to prior termination as hereinafter described.
3. Existing Improvements. Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.
4. Use of the Premises. Licensee shall use the Premises solely for construction, maintenance, and use of the Pipeline in accordance with the Drawings and Specifications. The Pipeline shall carry WATER, and Licensee shall not use the Pipeline to carry any other material or use the Premises for any other purpose.
5. Alterations. Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

COMPENSATION

6. License Fee. Licensee shall pay Licensor, prior to the Effective Date, the sum of three thousand and No/100 Dollars (\$3000) as compensation for the use of the Premises.
7. Costs and Expenses.
 - 7.1 For the purpose of this License, "cost" or "costs" and "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
 - 7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of Section 8 below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Pipeline, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred. Licensee shall bear the cost of flagger services and other safety measures provided by Licensor, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or

double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this Section 7.

8. Payment Terms. All invoices are due thirty (30) days after the date of invoice. If Licensee fails to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

LICENSOR'S RESERVED RIGHTS

9. Reserved Rights of Use. Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:
- 9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances (other than the Pipeline) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;
 - 9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or
 - 9.3 to use the Premises in any manner as Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in Section 4 above.
10. Right to Require Relocation. If at any time during the term of this License, Licensor desires the use of its rail corridor in such a manner as would, in Licensor's reasonable opinion, be interfered with by the Pipeline, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensor to such effect, make such changes in the Pipeline as in the sole discretion of Licensor may be necessary to avoid interference with the proposed use of Licensor's rail corridor, including, without limitation, the relocation of the Pipeline, or the construction of a new pipeline to replace the Pipeline. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor adjustments, as determined by Licensor in its sole discretion, to the Pipeline promptly upon Licensor's request.

LICENSEE'S OPERATIONS

11. Construction and Maintenance of the Pipeline.
- 11.1 Licensee shall notify Licensor's Roadmaster, at 1313 W. 11th Street Vancouver, WA 98660, telephone (360) 418-6415, at least ten (10) business days prior to installation of the Pipeline and prior to entering the Premises for any subsequent maintenance thereon. In the event of emergency, Licensee shall notify Licensor of Licensee's entry onto the Premises at the telephone number above as soon as practicable and shall promptly thereafter follow up with written notice of such entry.
 - 11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.

- 11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.
- 11.4 Any contractors or subcontractors performing work on the Pipeline or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.
- 11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises in such a manner as not at any time to endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 11.6 Licensee shall, at its sole cost and expense, construct and maintain the Pipeline in such a manner and of such material that the Pipeline will not at any time endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. The construction of the Pipeline shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation. Within fifteen (15) days after completion of the construction of the Pipeline or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the Effective Date, unless otherwise approved in advance by Licensor in writing. On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensor pursuant to the terms and conditions set forth in Section 24 hereof.
- 11.7 Licensor may direct one or more of its field engineers to observe or inspect the construction and/or maintenance of the Pipeline at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below). If ordered at any time to halt construction or maintenance of the Pipeline by Licensor's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Pipeline, it being solely Licensee's responsibility to ensure that the Pipeline is constructed and maintained in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this Section 11, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, pursuant to the terms of Section 8. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.

12. Boring and Excavation.

- 12.1 Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing, Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the Underground Services Association) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Licensee may request information from Licensor concerning the existence and approximate location of Licensor's underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline by contacting Licensor's Telecommunications Helpdesk at least thirty (30) business days prior to installation of the Pipeline. Upon receiving Licensee's timely request, Licensor will provide Licensee with the information Licensor has in its possession regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline and, if applicable, identify the location of such lines on the Premises pursuant to Licensor's standard procedures. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.
- 12.2 For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation must be performed by Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in Licensor's sole discretion, a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at Licensee's sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.
- 12.3 Any open hole, boring, or well, constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:
- 12.3.1 filled in to surrounding ground level with compacted bentonite grout; or
 - 12.3.2 otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

LIABILITY AND INSURANCE

13. Liability and Indemnification.

- 13.1 For purposes of this License: (a) "Indemnitees" means Licensor and Licensor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "Liabilities" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) "Licensee Parties" means Licensee or Licensee's officers, agents, invitees, licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.

- 13.2 TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):
- 13.2.1 THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,
 - 13.2.2 ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,
 - 13.2.3 LICENSEE'S OCCUPATION AND USE OF THE PREMISES,
 - 13.2.4 THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR
 - 13.2.5 ANY ACT OR OMISSION OF ANY LICENSEE PARTY.
- 13.3 TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE NOW AND FOREVER WAIVES ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). LICENSEE WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS. NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THIS LICENSE SHOULD NOT BE SO CONSTRUED. IF ANY AGENCY OR COURT CONSTRUES THIS LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.
- 13.4 IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.
- 13.5 THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER ALLEGED OR ACTUAL NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE.

- 13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnitee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.
14. Personal Property Risk of Loss. ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.
15. Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the life of this License the following insurance coverage:

- 15.1 Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000 but in no event less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence or equivalent and include coverage for, but not limited to, the following:
- Bodily Injury and Property Damage
 - Personal Injury and Advertising Injury
 - Fire legal liability
 - Products and completed operations

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- Waiver of subrogation in favor of and acceptable to Licensor.
- Additional insured endorsement in favor of and acceptable to Licensor and Jones Lang LaSalle Brokerage, Inc.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability Insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to Licensor's employees.

No other endorsements limiting coverage may be included on the policy.

- 15.2 Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000, and include coverage for, but not limited to the following:
- Bodily injury and property damage.
 - Any and all vehicles owned, used or hired.

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Licensor.
- Additional insured endorsement in favor of and acceptable to Licensor.
- Separation of insureds.

- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

15.3 Workers' Compensation and Employers' Liability Insurance. This insurance shall include coverage for, but not limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) in which the services are to be performed. If optional under state laws, the insurance must cover all employees anyway.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Licensor.

15.4 Railroad Protective Liability Insurance. This insurance shall name only Licensor as the Insured with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Pipeline. **THE CONSTRUCTION OF THE PIPELINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the Pipeline is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy shall be issued on a standard ISO form CG 00 35 12 03 and include the following:

- Endorsed to include the Pollution Exclusion Amendment.
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to Licensor prior to performing any work or services under this License.
- Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control arising out of the acts or omissions of the contractor named on the Declarations."

In lieu of providing a Railroad Protective Liability Policy, for a period of one (1) year from the Effective Date, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$1150.

- ☐ I elect to participate in Licensor's Blanket Policy;
- ☐ I elect not to participate in Licensor's Blanket Policy.

15.5 Pollution Legal Liability (PLL) Insurance.
Intentionally deleted, not required for this permit

15.6 Other Requirements:

15.6.1 Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.

15.6.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, Licensee's insurers, through the terms of the policy or a policy endorsement, must waive their right of subrogation against Licensor for all claims and suits, and the certificate of insurance must reflect the

waiver of subrogation endorsement. Licensee further waives its right of recovery, and its insurers must also waive their right of subrogation against Licensor for loss of Licensee's owned or leased property, or property under Licensee's care, custody, or control.

- 15.6.3 Licensee is not allowed to self-insure without the prior written consent of Licensor. If granted by Licensor, any self-insured retention or other financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Licensor liabilities that would otherwise, in accordance with the provisions of this License, be covered by Licensee's insurance will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.
- 15.6.4 Prior to entering the Premises, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments. Licensee shall notify Licensor in writing at least 30 days prior to any cancellation, non-renewal, substitution, or material alteration. In the event of a claim or lawsuit involving Licensor arising out of this License, Licensee will make available any required policy covering such claim or lawsuit.
- 15.6.5 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- 15.6.6 If coverage is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration or termination of this License. Annually, Licensee agrees to provide evidence of such coverage as required hereunder.
- 15.6.7 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), who have been instructed by Licensee to procure the insurance coverage required by this License. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.
- 15.6.8 Not more frequently than once every five years, Licensor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- 15.6.9 If any portion of the operation is to be subcontracted by Licensee, Licensee shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming Licensor as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.
- 15.6.10 Failure to provide evidence as required by this Section 15 shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this Section shall not operate as a waiver of Licensee's obligations hereunder.
- 15.6.11 The fact that insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.

15.6.12 For purposes of this Section 15, Licenser shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS

16. Compliance with Laws, Rules, and Regulations.

- 16.1 Licensee shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("Legal Requirements") relating to the construction, maintenance, and use of the Pipeline and the use of the Premises.
- 16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licenser's applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the Website "www.contractororientation.com" (the "Safety Orientation") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew the Safety Orientation annually.
- 16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "Rights") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Pipeline and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.
- 16.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.
- 16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Pipeline in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.

17. Environmental.

- 17.1 Licensee shall strictly comply with all federal, state and local environmental Legal Requirements and regulations in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, and CERCLA (collectively referred to as the "Environmental Laws"). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by

Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws on or about the Premises.

- 17.2 Licensee covenants that it will not handle or transport "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any federal, state, or local governmental agency or body through the Pipeline on Licensors's property. Licensee agrees periodically to furnish Licensors with proof, satisfactory to Licensors that Licensee is in compliance with the provisions of this Section 17.2.
- 17.3 Licensee shall give Licensors immediate notice to Licensors's Resource Operations Center at (800) 832-5452 of any known (i) release of hazardous substances on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use the best efforts to promptly respond to any release on, from, or affecting the Premises. Licensee also shall give Licensors immediate notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- 17.4 If Licensors has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Pipeline which occurred or may occur during the term of this License, Licensors may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensors's right-of-way.
- 17.5 Licensee shall promptly report to Licensors in writing any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensors shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensors's request for information regarding said conditions or activities.

DISCLAIMER OF WARRANTIES

18. No Warranties.

- 18.1 LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 18.2 LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE PIPELINE WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.

19. Disclaimer of Warranty for Quiet Enjoyment. LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.
20. Eviction at Risk of Licensee. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damage Licensee sustains in connection with the eviction.

LIENS AND TAXES

21. Liens and Charges. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to Premises that is or may be permitted by law to prevent the attachment of any such liens to Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this Section 21 or any other Section of this License.
22. Taxes. Licensee shall pay when due any taxes, assessments or other charges (collectively, "Taxes") levied or assessed by any governmental or quasi-governmental body upon the Pipeline or any other improvements constructed or installed on the Premises by or for Licensee (collectively, the "Improvements") or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

DEFAULT, TERMINATION, AND SURRENDER

23. Default and Termination. In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of Section 15, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:
 - 23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee fails to cure said default within thirty (30) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of Section 26 below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately if Licensee fails to provide evidence of insurance as required in Section 15.
 - 23.2 Should Licensee not comply fully with the obligations of Section 17 regarding the handling or transporting of hazardous waste or hazardous material, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice of termination upon Licensee.
 - 23.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedy set forth in this Section 23 shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.
 - 23.4 In addition to and not in limitation of Licensor's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by either party, at any time, by serving thirty (30) days' written notice of termination upon the other party. Such termination shall not release either party hereto from any liability or obligation under the License, whether of indemnity or otherwise, resulting from

any acts, omissions or events happening prior to the date of termination or thereafter in case by the terms of the License it is provided that anything shall or may be done after termination hereof.

24. Surrender of the Premises.

24.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:

24.1.1 if so directed by Licensor in writing, remove the Improvements, the Pipeline and all appurtenances thereto, or, at the sole discretion of Licensor, fill and cap or otherwise appropriately decommission the Pipeline with a method satisfactory to Licensor;

24.1.2 report and restore any damage to the Premises or Licensor's other property arising from, growing out of, or connected with Licensee's use of the Premises;

24.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and

24.1.4 leave the Premises in substantially the condition which existed as of the Effective Date.

24.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licensor or if Licensee fails to complete its obligations under Section 24.1 above (the "Restoration Obligations"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.

24.3 If Licensee fails to complete the Restoration Obligations within thirty (30) days after the date of such termination of its tenancy, then Licensor may, at its election, either: (i) remove the Pipeline and the other Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licensor for cost incurred, (ii) upon written notice to Licensee, take and hold the Pipeline and the other Improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, if Licensor has consented to the Pipeline and the other Improvements remaining on the Premises following termination, Licensee shall, upon request by Licensor, provide a bill of sale in a form acceptable to Licensor conveying the Pipeline and the other Improvements to Licensor.

MISCELLANEOUS

25. Successors and Assigns. All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensor and Licensee to the same extent as if each such successor and assign was named a party to this License.

26. Assignment.

26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensor, which consent may not be unreasonably withheld or

delayed by Licensor. Any attempted assignment by Licensee in violation of this Section 26 shall be a breach of this License and, in addition, shall be voidable by Licensor in its sole and absolute discretion.

- 26.2 For purposes of this Section 26, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSOR, SUCH CONSENT TO BE IN LICENSOR'S SOLE DISCRETION.
- 26.3 Notwithstanding the provisions of Section 26.1 above or anything contained in this License to the contrary, if Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "Purported Assignment") to another party (a "Purported Transferee"), the Purported Transferee's enjoyment of the rights and privileges granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of Section 15 above concerning insurance requirements. In addition to and not in limitation of the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensor for all Liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment.
- 26.4 The provisions of this Section 26 shall survive the expiration or earlier termination of this License.
27. Notices. Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensor: Jones Lang LaSalle Brokerage, Inc.
4300 Amon Carter Blvd., Suite 100
Fort Worth, TX 76155
Attn: Permits/Licenses

with a copy to: BNSF Railway Company
2500 Lou Menk Dr. - AOB3
Fort Worth, TX 76131
Attn: Senior Manager Real Estate

If to Licensee: City of Camas
 616 NE 4th Ave
 Camas, WA 98607
 Attn: Mr. Jim Hodges

28. Survival. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Pipeline and the other Improvements are removed and the Premises are restored to its condition as of the Effective Date.
29. Recordation. It is understood and agreed that this License shall not be placed or allowed to be placed on public record.
30. Applicable Law. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.
31. Severability. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.
32. Integration. This License is the full and complete agreement between Licensor and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.
33. Joint and Several Liability. If Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
34. Waiver. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.
35. Interpretation.
 - 35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The exhibit or exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.
 - 35.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the

masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.

36. Counterparts. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged via email or electronic facsimile machines and any email or electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes.
37. Licensor's Representative. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

END OF PAGE – SIGNATURE PAGE FOLLOWS

This License has been duly executed by the parties hereto as of the date below each party's signature; to be effective, however, as of the Effective Date.

LICENSOR:

BNSF RAILWAY COMPANY a Delaware corporation

By: Jones Lang LaSalle Brokerage, Inc.,
4300 Amon Carter Blvd, Suite 100
Fort Worth, TX 76155

By: _____
Ed Darter
Title: Vice President - National Accounts
Date: _____

LICENSEE:

CITY OF CAMAS a Washington corporation

By: 616 NE 4th Ave
Camas, WA 98607

By: _____
Title: _____
Date: _____

EXHIBIT "A"

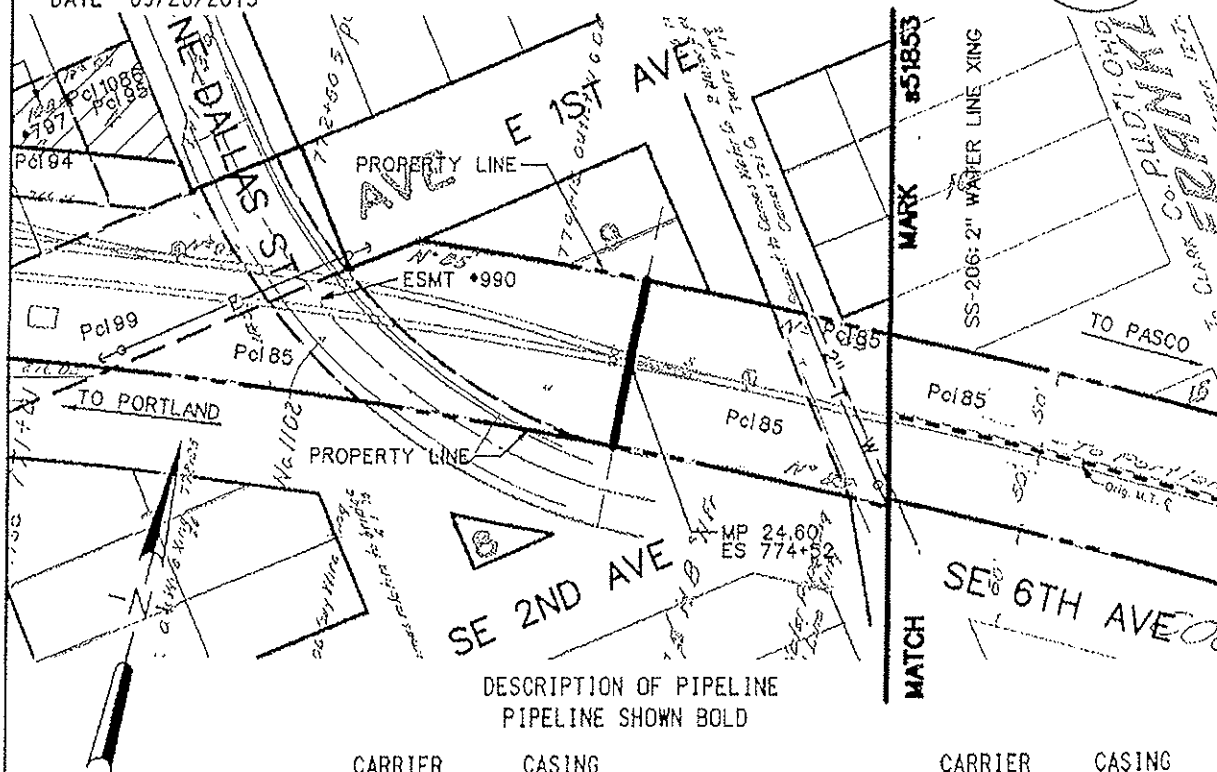
ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
AND
CITY OF CAMAS

SCALE: 1 IN. = 100 FT.
NORTHWEST DIV.
FALLBRIDGE SUBDIV. L.S. Q047
DATE 09/26/2013

SECTION: 11
TOWNSHIP: 1N
RANGE: 3E
MERIDIAN: WILLM

SP&S RY
WA-03
S-05

MAP REF. S51852/S51853



	CARRIER PIPE	CASING PIPE		CARRIER PIPE	CASING PIPE
SIZE:	16"	24"	LENGTH ON R/W:	100'	100'
CONTENTS:	WATER		WORKING PRESSURE:	100-110 PSI	
PIPE MATERIAL:	DUCTILE IRON	STEEL	BURY: BASE/RAIL TO TOP OF CASING	5.5'	
SPECIFICATION/GRADE:	CLASS 51	A53 GR B	BURY: NATURAL GROUND	4.2'	
WALL THICKNESS:	0.40"	0.312"	BURY: ROADWAY DITCHES	4.2'	
COATING:	-	BIT. ASPHALT	CATHODIC PROTECTION	-	

VENTS: NUMBER — SIZE — HEIGHT OF VENT ABOVE GROUND —
NOTE: CASING TO BE JACKED OR DRY BORED ONLY

AT CAMAS
COUNTY OF CLARK

STATE OF WA

JLC

DRAWING NO. 1-59066

MOU

Memorandum of Understanding

BY AND AMONG

The members of the Western Washington Clean Cities Coalition and the U.S. Department of Energy.

PURPOSE

The purpose of this Memorandum of Understanding is to signify the commitment of the members of the Western Washington Clean Cities Coalition to work together and with the U.S. Department of Energy (DOE) Clean Cities program to increase petroleum displacement through the increased use of alternative fuels and vehicles and through efforts related to fuel blends, fuel economy, hybrid vehicles, and idle reduction.

The Western Washington Clean Cities Coalition will operate as a regional, voluntary collaboration of public and private stakeholders in carrying out its mission. The Coalition is dedicated to:

- Increasing the use of alternative fuel vehicles and expanding the refueling infrastructure necessary to support these vehicles.
- Promoting other vehicle-related programs that result in decreased petroleum consumption and reduced emissions.
- Serving its members by providing research and technical assistance, providing access to grant funds, seeking incentives, and identifying partnership opportunities.
- Providing opportunities for collaboration among members and regional partners.
- Leveraging resources of knowledge, time and funding.
- Setting the example through the leadership of our members and partners.

To achieve this mission, the Coalition has developed a set of strategies identified in the Western Washington Clean Cities Coalition Strategic Plan. These strategies consist of the following categories:

Alternative Fuels Market Development: Promoting the use of alternative fuels will be the focus of the Coalition's work, with the greatest efforts placed on those alternatives of most interest in the region, currently natural gas and biodiesel. The use of alternative fuels in on-road applications will receive significant attention, but the Coalition will expand its efforts to encompass the use of alternative fuels in off-road and marine applications where appropriate.

Related Programs: The Coalition will expand the scope of its work beyond the alternative fuels, to take advantage of opportunities and develop partnerships in related areas, such as hybrid electric vehicles, ultra-low sulfur diesel, idling reduction and improving fuel economy. The principal role of the Coalition in these other areas will be

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Memorandum of Understanding

to share information and provide education in partnership with others in the region that has greater expertise.

Legislation and Policy Development: The Coalition will continue to seek local, state and federal incentives for vehicle purchases, infrastructure development and fuels, and seek the adoption of policies which lead to the implementation of alternative fuel programs in fleets.

Communication, Education and Outreach: Communication and education are essential for all aspects of Coalition work. A range of activities, from developing brochures to hosting workshops, will be undertaken to meet the needs of Coalition members, fleets and the general public.

Long-term Relevance, Effectiveness and Stability: Several strategies are proposed to strengthen the Coalition as an organization and enhance the ability to affect change in the region, including: improving financial stability, increasing awareness of the Coalition, increasing participation of Coalition members, and increasing Coalition membership.

ROLES AND RESPONSIBILITIES

In addition to the roles and responsibilities identified for the Steering Committee and Coalition Members in the Western Washington Clean Cities Coalition's Procedural Rules, the parties to this MOU agree to the following:

Clean Cities Steering Committee Responsibilities

- Coordinate implementation of Strategic Plan and Coalition activities.
- In cooperation with Coalition members, maintain and update the Strategic Plan and database of stakeholders, community fleets, AFVs, and infrastructure.
- Provide assistance in public education, member recruitment activities, and dissemination of information to Coalition members.
- Document Coalition activities and progress, and provide reports to DOE Regional Support Offices.
- Serve as a liaison between the Steering Committee, Working Groups and DOE.

Member Responsibilities

The organizations and individuals (Coalition members) who have signed below agree to work together as the Western Washington Clean Cities Coalition to achieve the goals and implement the actions in the Western Washington Clean Cities Coalition Strategic Plan.

DOE Responsibilities

- Designate a Federal advisor to provide program guidelines, information, general assistance, material for promotional and educational activities, and assistance in public education activities.

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Memorandum of Understanding

- Guide placement of Federal alternative fuel vehicles (AFVs) responding to Clean Cities recommendations and resource matching plans.
- Notify Coalition of funding opportunities and direct the award of Federal funds and grants as available.
- Provide training for Coalitions members.

Authority

This Memorandum of Understanding is authorized under the Energy Reorganization Act of 1974, which allows DOE to enter into cooperative projects with other public and private agencies, and the Energy Policy Act of 1992, Section 505, Voluntary Supply Commitments, which requires DOE to obtain voluntary commitments to help achieve replacement fuel goals from fuel suppliers, fleet owners, and vehicles suppliers. Under this Memorandum of Understanding, these groups, united with other local stakeholders, signify their commitment to contribute to the goals of the program.

Supplementary Interagency or Other Agreements

Because the DOE Clean Cities program supports Congressional and Executive directives and may involve other federal, state, and local governmental entities, Clean Cities program commitments may be subject to modification upon intervening Congressional or Executive guidance.

ADMINISTRATION

Public Information Coordination

Subject to the Freedom of Information Act (5 U.S.C. 552), decisions on disclosures of information to the public regarding projects and programs referenced in this Memorandum of Understanding shall be made by the DOE following consultation with the other parties' representatives.

Amendment and Termination

This Memorandum of Understanding may be amended by the mutual written agreement between DOE and the signatories. This Memorandum of Understanding may be terminated by the mutual written agreement of DOE and signatories. Signatories may terminate individual participation upon a 30-day written notice to the Department of Energy and the Western Washington Clean Cities Coalition Steering Committee.

Effective Date

This Memorandum of Understanding shall become effective upon the latter date of signature of the parties and shall remain in effect for a period of 5 years, upon which the Memorandum of Understanding becomes eligible for renewal.

REGISTRATION

WESTERN WASHINGTON CLEAN CITIES COALITION

MEMORANDUM OF UNDERSTANDING

Signatories under this Memorandum of Understanding agree to undertake their best efforts to achieve the goals and objectives of the Western Washington Clean Cities Coalition and to pay Annual Membership Fees or provide in-kind services.

Date

Signature, Name/Title of authorized signatory

Name/Title of primary contact

Company/Entity

Mailing Address

Phone

Fax

Email Address

Website Address

Please provide a brief description about the agency/business/organization or personal interest in the Clean Cities Coalition:

Annual Membership Fees Please check the appropriate box below. *An invoice will be sent upon receipt of this application. Do not send payment at this time.*

General Membership:

- ☐ Individual \$ 50
- ☐ Non-Profit Organization \$ 50
- ☐ Fleet \$ 350
- ☐ Vendor (Fuel or Technology) \$ 500
- ☐ Government Entity/University \$ 350
- ☐ In-kind services, please describe (these are approved on a case-by-case basis):

Coalition Sponsor:

- ☐ Silver \$ 2,000
- ☐ Gold \$ 5,000
- ☐ Diamond \$ 10,000+

**INTERLOCAL AGREEMENT BETWEEN THE
CITIES OF CAMAS AND WASHOUGAL TO PROVIDE FOR THE APPOINTMENT OF
JOINT REPRESENTATION ON THE C-TRAN AND RTC BOARDS OF DIRECTORS**

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into this 17th day of January 2012, by and between the City of Washougal, a municipal corporation organized and existing under the laws of the State of Washington, hereinafter referred to as "Washougal"; and the City of Camas, a municipal corporation organized and existing under the laws of the State of Washington, hereinafter referred to as "Camas", hereinafter also collectively referred to as the "Parties".

RECITALS

WHEREAS, the parties hereto desire to enter into an Interlocal Agreement pursuant to RCW 39.34, the Interlocal Cooperation Act; and

WHEREAS, the Parties are jointly represented on the C-TRAN and Regional Transportation Council (RTC) Boards of Directors with one seat, pursuant to the governing documents of C-TRAN and RTC; and

WHEREAS, the Parties have heretofore relied upon an informal process to determine the appointment to each Board; and

WHEREAS, the issue of the proper process to utilize for the appointment to each Board is a topic of mutual concern for the Parties; and

WHEREAS, the Parties recognize the need to establish a formal process and timeline for making appointments to the C-TRAN and RTC Boards; and

Pursuant to the laws of Washington, the Parties elect to enter into this Agreement for the purpose of defining a formal process for making appointments to the C-TRAN and RTC Boards;

Therefore, the Parties mutually agree as follows:

AGREEMENT

- A. This is an Intergovernmental Agreement entered into under the authority of the Interlocal Cooperation Act, RCW 39.34, among the Parties.
- B. Pursuant to RCW 39.34, the purpose of this Intergovernmental Agreement is as set forth in Article I (PURPOSE). Its duration is as specified in Article II (DURATION OF AGREEMENT). Its method of termination is set forth in Article III (TERMINATION OF AGREEMENT).

I. PURPOSE

- A. The purpose of this Agreement is to define a formal and predictable process for making appointments for joint representation to the C-TRAN and RTC Boards.
- B. The intent of the Parties is to cooperatively act pursuant to the provisions of the Interlocal Cooperation Act, RCW 39.34.

II. DURATION OF AGREEMENT

The duration of this Agreement shall be for an indefinite duration, subject however, to the right of either Party to terminate this agreement as hereinafter provided. The Parties agree to review the agreement during the fourth quarter of 2013 and to make such revisions, if any, as mutually agreed.

III. TERMINATION OF AGREEMENT

- A. Either Party may choose to terminate this Agreement by notifying the other Party in writing no later than September 1st of any given year, with termination to be effective December 31st of that year. Upon one Party giving notice of termination to the other Party as provided for herein, future performance obligations of the Parties shall be suspended until such time as the Parties further mutually agree to proceed or until the Agreement terminates.
- B. Termination of this Agreement or suspension of future performance under this Agreement in accordance with this Section shall not relieve the Parties of liability for any obligation previously incurred.

IV. SCOPE

- A. The Parties establish a regular rotation schedule, alternating representation every two years. The term of a specific rotation may be extended, as appropriate and by mutual agreement of the Parties, when an appointee is progressing through Board leadership chairs. The term of a specific rotation may otherwise be extended by mutual agreement of the Parties.
- B. The first rotation shall commence with appointments effective January 1, 2012.
- C. During the first rotation, a Washougal appointee shall be the representative to the C-TRAN Board, with a Camas appointee as an alternate; and a Camas appointee shall be the representative to the RTC Board, with a Washougal appointee as an alternate. Representation will rotate in each successive rotation.

- D. Each Party shall independently make appointments pursuant to their own adopted process.
- E. Appointments shall be made in December of the year prior to the end of a rotation, or as soon thereafter as practical.

V. REPRESENTATION AND REMOVAL

- A. The appointed representatives shall fairly and accurately represent the consensus view of the Cities of Camas and Washougal. Representatives may use a variety of methods to inform and determine consensus. Prior to voting on items of significance before a Board, the representatives shall advise and seek guidance from both councils. On items of significance for which there are markedly different views amongst or between the councils, the representative shall report a summary of such council views to the respective board, prior to casting his/her vote. Items of significance shall include matters of taxation, formation of sub-districts, constituent voting parameters, significant changes in the scope and nature of services delivered, and other items determined to be significant in the judgment of the representative.
- B. A duly appointed representative may be removed by a super-majority vote (10 votes out of 14) of the combined city councils.

VI. NOTICE

Any notices to be given under this Agreement shall at minimum be delivered, postage prepaid and addressed to:

The City of Camas:
CITY OF CAMAS
P.O. Box 1055
Camas, WA 98607
Phone: (360) 817-7230
Attention: Lloyd Halverson
City Administrator

The City of Washougal:
CITY OF WASHOUGAL
1701 C St.
Washougal, WA 98671
Phone: (360) 835-8501
Attention: David Scott
City Administrator

The name and address to which notices shall be directed may be changed by a Party by giving the other Party notice of such change as provided in this section.

VII. WAIVER

No waiver by the Parties of any term or condition of this Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

VIII. WITHDRAWAL

A Party may withdraw at any time, upon written notice to the other Party as provided for in Article III, Section A.

IX. AMENDMENT

The provisions of this Agreement may be amended by mutual consent of the Parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved by the governing bodies of each agency, and executed by the duly authorized official of each Party.

X. ATTORNEYS' FEES AND COSTS

All Parties shall bear their own costs of enforcing the rights and responsibilities under the Agreement.

XI. RATIFICATION

Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

XII. DOCUMENT EXECUTION AND FILING

The Parties agree that there shall be five (5) signed originals of this Agreement procured and distributed for signature by the necessary officials of each Party. Upon execution by the Parties, each such signed original shall constitute an Agreement binding upon the Parties. The executed originals of this Agreement shall be either recorded with the Clark County Auditor or shall be posted on each Parties' web sites as authorized by RCW 39.34.040.

XIII. SEVERABILITY

If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

XIV. ENTIRE AGREEMENT

This Agreement contains all of the agreements of the Parties with respect to the subject matter covered or mentioned herein, and no prior agreements shall be effective to the contrary.

XV. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

XVI. DISPUTES

Disputes among the Parties regarding this Agreement shall be referred to mediation using a mediator agreed upon by the Parties to the dispute. If the dispute is not resolved by mediation, the Parties shall be free to pursue any remedies to which they are entitled. Venue of any disputes shall be Clark County Superior Court.

CITY OF CAMAS

By: [Signature]
Title: Mayor
Name: Scott Higgins
Date: 11/17/12

CITY OF ~~WASHOUGAL~~

By: [Signature]
Title: Mayor
Name: Steve Gurnea
Date: 1/17/12