



City Council Regular Agenda - REMOTE MEETING
Monday, April 06, 2020, 7:00 PM
City Hall, 616 NE 4th AVE

Participate in this virtual Council Meeting with the online ZOOM application and/or by phone.

OPTION 1 -- Join the virtual meeting from any device:

1. First-time ZOOM users, go to <https://zoom.us>
 - To download the free ZOOM Cloud Meetings app for your device
 - Or, click the Join Meeting link in the top right corner and paste - 547443686
2. From any device click the meeting link - <https://zoom.us/j/547443686>.
3. Enter your email and name, and then join webinar.
4. Wait for host to start the meeting.

OPTION 2 -- Join the virtual meeting from your phone (audio only):

1. Dial 877-853-5257
2. When prompted, enter meeting ID 547 443 686 #, and then #

During Public Comment periods:

1. Attendees may click the ***raise hand icon*** in the app and you will be called upon to comment for up to 3 minutes.
 - If listening by phone, hit *9 to “raise your hand” and you will be called upon to comment for up to 3 minutes.
2. You may also send public comments before and during meetings to the City’s public comments email, publiccomments@cityofcamas.us (limit to 300 words). Your email will be routed to the Council and included in the record.

SPECIAL MEETING

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS

CONSENT AGENDA

NOTE: Consent Agenda items may be removed for general discussion or action.

1. [March 16, 2020 Camas City Council Regular and Workshop Meeting Minutes](#)
2. Automated Clearing House and Claim Checks Approved by Finance Committee
3. [Professional Services Agreement for the Wastewater Treatment Plant Blower Motor Controls with Carollo Engineers, Inc. for \\$49,019 \(Submitted by Sam Adams\)](#)

4. \$351,119.52 R.L. Reimers Company Gravity Thickener Project Bid Award with up to 10% change authorization (Submitted by Sam Adams)

MAYOR

MEETING ITEMS

5. City of Camas Proclamation of Civil Emergency COVID-19
Presenter: Jennifer Gorsuch, Administrative Services Director
6. Closing of the Purchase and Sale Agreement with Earnest Money Provision between the City of Camas and Jo Rose and Jerry Rose (Parcel A) and Jo Hagerud (Parcel B)
Presenter: Jerry Acheson, Parks and Recreation Manager
7. Closing of the Purchase and Sale Agreement with Earnest Money Provision between the City of Camas and CJ Dens Lacamas I LLC
Presenter: Jerry Acheson, Parks and Recreation Manager

PUBLIC COMMENTS

ADJOURNMENT

NOTE: The City welcomes public meeting citizen participation. For accommodations; call 360.834.6864.



CITY COUNCIL WORKSHOP MEETING MINUTES - DRAFT
Monday, March 16, 2020, 4:30 PM
City Hall, 616 NE 4th Avenue

I. CALL TO ORDER

Mayor Pro Tem Greg Anderson called the meeting to order at 4:30 p.m.

II. ROLL CALL

Present: Greg Anderson, Ellen Burton, Bonnie Carter, Don Chaney, Steve Hogan and Shannon Roberts

Excused: Melissa Smith

Staff: Sam Adams, Bernie Bacon, Phil Bourquin, James Carothers, Sarah Fox, Jim Hodges, Mitch Lackey and Steve Wall

Press: No one from the press was present

III. PUBLIC COMMENTS

Randall Friedman, 1187 NW 10th, Camas, commented about City of Camas staff.

IV. WORKSHOP TOPICS

- A. Recognition of 30-Year Anniversary for James Hodges, Public Works Project Manager

Presenter: James Carothers, Engineering Manager

Carothers presented Jim Hodges, City Engineer, with his 30 years of service tenure pin.

- B. Camas Transportation Plan and Traffic Impact Fee Update Professional Services Agreement Amendment 1

Presenter: James Carothers, Engineering Manager

 [Agreement Amendment 1 Staff Report](#)

[Agreement Amendment 1](#)

This item was also placed on the March 16, 2020, City Council Consent Agenda.

- C. Woodburn Elementary School Speed Zone Extension

Presenter: James Carothers

 [School Zone Traffic Memorandum](#)
[Woodburn School Zone Staff Report](#)

This item will be placed on the next City Council Consent Agenda for Council's consideration.

- D. \$49,019 Carollo Inc. Aeration and Blower Controls Assessment Professional Services Agreement
Presenter: Sam Adams, Utilities Manager

 [Staff Report](#)
[Aeration Air and Blower Motor Scope](#)

Adams provided an overview of the aeration and blower controls of the sewage treatment plant. This item will be placed on the Council's next Consent Agenda for Council's consideration.

- E. Public Works Miscellaneous and Updates
Details: This is a placeholder for miscellaneous or emergent items.
Presenter: Steve Wall, Public Works Director

Wall commended staff for their efforts during the recent weather event in the City; commented about Lake Road and Everett Street bid award; further commented about the related water lines; and clarified the project costs.

- F. Housing Action Plan Professional Services Agreement
Presenter: Sarah Fox, Senior Planner

 [Staff Report - Housing Action Plan](#)
[Professional Agreement with Mosaic Community Planning](#)
[Mosaic Proposal](#)

This item was also placed on the March 16, 2020 Consent Agenda for Council's consideration.

- G. Community Development Miscellaneous and Updates
Details: This is a placeholder for miscellaneous or emergent items.
Presenter: Phil Bourquin, Community Development Director

There were no miscellaneous updates.

- H. COVID-19 Preparation Discussion
Presenter: Jennifer Gorsuch, Administrative Services Director

Anderson provided an overview of the City's COVID-19 local response preparations. Discussion ensued.

- I. City Administrator Miscellaneous Updates and Scheduling
Details: This is a placeholder for miscellaneous or scheduling items.
Presenter: Jennifer Gorsuch, Administrative Services Director

There were no miscellaneous updates.

V. COUNCIL COMMENTS AND REPORTS

Burton commented about the public comment period of Council Meetings, attended a Federal Government meeting for elected officials about COVID-19, and provided information from the Columbia River Economic Development Council (CREDC) for the business community.

Roberts attended the Port of Camas-Washougal and the Downtown Camas Association (DCA) meetings, and the Meals on Wheels gala.

Carter attended the Finance Committee meeting and commented about Camas School District school closures.

Hogan commented about the Finance Committee meeting and thanked the City staff and Finance for their efforts about the recent bond sale.

Chaney commented about the administration of the Camas School District.

Anderson commented about the recent bond sale, was unable to attend the C-TRAN meeting, and commented about C-TRANs COVID-19 response.

VI. PUBLIC COMMENTS

Wayne Pattison, 2919 SE 2nd Avenue, Camas, commented about the City of Camas staff, Ward meetings, and the public comment period at Council meetings.

VII. ADJOURNMENT

The meeting adjourned at 5:46 p.m.

NOTE: The City welcomes public meeting citizen participation. For accommodations; call 360.834.6864.



CITY COUNCIL REGULAR MEETING MINUTES - DRAFT
Monday, March 16, 2020, 7:00 PM
City Hall, 616 NE 4th Avenue

I. CALL TO ORDER

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

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Present: Greg Anderson, Ellen Burton, Bonnie Carter, Don Chaney, Steve Hogan and Shannon Roberts

Excused: Melissa Smith

Staff: Jerry Acheson, Bernie Bacon, Cathy Huber Nickerson, Mitch Lackey, Shawn MacPherson and Steve Wall

Press: No one from the press was present

IV. PUBLIC COMMENTS

Douglas Strabel, 4307 NW Oregon Street, Camas, commented about the Lake Road and Everett Street intersection Improvements.

V. CONSENT AGENDA

Item I. was removed from the Consent Agenda for further discussion.

A. March 2, 2020 Camas City Council Regular and Workshop Meeting Minutes

 [March 2, 2020 City Council Workshop Minutes - Draft](#)

[March 2, 2020 City Council Regular Minutes - Draft](#)

B. Automated Clearing House and Claim Checks Approved by Finance Committee

C. Housing Action Plan Professional Services Agreement with Mosaic Community Planning, LLC for \$100,000 (Submitted by Sarah Fox)

 [Staff Report](#)

[Mosaic Community Planning Professional Agreement](#)

[Mosaic Proposal](#)

D. Green Mountain Estates Phase 3 Final Plat (Submitted by Madeline Sutherland, Assistant Planner)

 [Staff Report](#)

[Green Mountain Estates Ph. 3 Plat Pg. 1](#)

[Green Mountain Estates Ph. 3 Plat Pg. 2](#)

[Green Mountain Estates Ph. 3 Plat Pg. 3](#)

- E. \$848,374.52 PBS Engineering and Environmental, Inc. NE Lake Road and NE Everett Street Improvements Professional Services Agreement Amendment 2 (Submitted by James Carothers)

 [Staff Report](#)

[Lake & Everett Contract Amendment 2](#)

- F. \$118,753.40 January, 2020 Emergency Medical Services (EMS) Write-off Billings; Monthly Uncollectable Balance of Medicare and Medicaid Accounts (Submitted by Cathy Huber Nickerson)

- G. \$132,749.58 February, 2020 Emergency Medical Services (EMS) Write-off Billings; Monthly Uncollectable Balance of Medicare and Medicaid Accounts (Submitted by Cathy Huber Nickerson)

- H. \$31,885.00 DKS Associates Camas Transportation Plan and Traffic Impact Fee Update Professional Services Contract Amendment 1 (Submitted by James Carothers)

 [Staff Report](#)

[Agreement Amendment 1](#)

- I. \$129,032.30 Cowlitz Clean Sweep Wastewater Treatment Plant Aeration Basin 3 Cleaning Project Bid Award with up to 10% change order authorization (Submitted by Sam Adams)

 [Staff Report](#)

[Camas WWTP Aeration Basin Vacuum Estimate Letter](#)

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

VI. NON-AGENDA ITEMS

- A. Staff

Staff had no items.

- B. Council

Roberts commented about COVID-19.

Chaney commented about Mayor Pro Tem Anderson.

VII. MAYOR

A. Mayor Announcements

Mayor Pro Tem Anderson commented about future Council and Town Hall meetings.

B. Camas High School Gymnastic Team Appreciation Week Proclamation

 [CHS Gymnastic Team Appreciation Week Proclamation](#)

Mayor Pro Tem Anderson proclaimed that March 16-20, 2020, as Camas High School Gymnastic Team Appreciation Week in the City of Camas.


C. Transit Employee Appreciation Day Proclamation

 [Transit Employee Appreciation Day Proclamation](#)

Mayor Pro Tem Anderson proclaimed that March 18, 2020, as Transit Employee Appreciation Day in the City of Camas.

VIII. MEETING ITEMS


A. Resolution No. 20-004 Revising 2020 Fee Schedule Presenter: Cathy Huber Nickerson, Finance Director

 [Resolution No. 20-004 Revising 2020 Fee Schedule
Fee Schedule March 2, 2020](#)

It was moved by Council Member Carter, and seconded, that Resolution No. 20-004 be read by title only. The motion carried unanimously.

It was moved by Council Member Carter, and seconded, that Resolution No. 20-004 be adopted. The motion carried unanimously.

B. Resolution No. 20-005 Revised Procedural Rules for Conduct of City Council Meetings Presenter: Jennifer Gorsuch, Administrative Services Director

 [Resolution 20-005 Adopting Revised Procedural Rules for Council Meetings and Workshops](#)

It was moved by Council Member Carter, and seconded, that Resolution No. 20-005 be read by title only. The motion carried unanimously.

It was moved by Council Member Carter, and seconded, that Resolution No. 20-005 be adopted. The motion carried unanimously.

IX. ITEMS REMOVED FROM THE CONSENT AGENDA

A. \$5,269,528.33 Clark and Sons Excavating, Inc. NE Lake Road and NE Everett Street Improvements Project Bid Award with up to 10% change order authorization (Submitted by James Carothers)

Wall responded to inquiries by Council and provided an overview of the bid award.

It was moved by Council Member Carter, and seconded, to approve the bid award for \$5,269,528.33 to Clark and Sons Excavating, Inc. for the NE Lake Road and NE Everett Street Improvements Project, with up to 10% change order authorization. The motion carried unanimously.

X. PUBLIC COMMENTS

Douglas Strabel, 4307 NW Oregon Street, Camas, commented about the Lake Road and Everett Street Improvements Project and about the public comments period of Council Meetings.

XI. EXECUTIVE SESSION

Mayor Pro Tem Anderson announced that Council Meeting was going into Executive Session to consider property acquisition and potential litigation.

Anderson announced that the Executive Sessions were scheduled to last approximately 25 minutes and that no decisions will be made. The meeting recessed at 7:30 p.m. The meeting was held in the Mayor's office at City Hall.

Present for the property acquisitions discussion were: Mayor Pro Tem Anderson and Council Members Burton, Carter, Chaney, Hogan and Roberts; others were City Attorney Shawn MacPherson and Parks and Recreation Manager Jerry Acheson.

Present for the potential litigation discussion were: Mayor Pro Tem Anderson and Council Members Burton, Carter, Chaney, Hogan and Roberts; and City Attorney Shawn MacPherson.

Mayor Pro Tem Anderson reconvened the meeting at 7:52 p.m.

- A. Executive Session - Property Acquisition (RCW 42.30.110)
- B. Executive Session - Potential Litigation (RCW 42.30.110)

XII. ADJOURNMENT

The meeting adjourned at 7:52 p.m.

NOTE: The City welcomes public meeting citizen participation. For accommodations; call 360.834.6864.



CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue
Camas, WA 98607

(Aeration Air and Blower Motor Control)

THIS AGREEMENT is entered into between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and **Carollo Engineers, Inc.**, hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. Project Designation. The Consultant is retained by the City to perform professional services in connection with the project designated as the **Aeration Air and Blower Motor Control.**
2. Scope of Services. Consultant agrees to perform the services, identified on **Exhibit "A"** attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
3. Time for Performance. Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than **July 30, 2020**, unless an extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of this Agreement.
4. Payment. The Consultant shall be paid by the City for completed work and for services rendered under this agreement as follows:
 - a. Payment for the work provided by Consultant shall be made as provided on **Exhibit "A"** attached hereto, provided that the total amount of payment to Consultant shall not exceed the amounts for each task identified in **Exhibit "A"** (Scope of Services) inclusive of labor, materials, equipment supplies and expenses.
 - b. The consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Name designated by the City and noted on this agreement. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved within thirty (30) days of receipt. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
 - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
 - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for

a period of three (3) years after final payment. Copies shall be made available upon request.

5. Ownership and Use of Documents. All documents, drawings, specifications, electronic copies and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors. Documents, including drawings and specifications, prepared by the Consultant pursuant to this Agreement are not intended or represent to be suitable for reuse by the City or others for this Project or on any other project. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by the Consultant for the specific purpose intended will be at the City's sole risk and without liability of legal exposure to the Consultant.
6. Compliance with Laws. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement. Compliance shall include, but not limited to, 8 CFR Part 274a – Control of Employment of Aliens, § 274a.2 Verification of identity and employment authorization.
7. Indemnification. The Consultant shall indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, to the extent caused by Consultant's negligence in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City of Camas.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Consultant's Liability Insurance.
 - a. Insurance Term. The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agent, representatives, employees or subconsultants.

Consultant shall obtain insurance of types and amounts described below:
 - b. No Limitation. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
 - c. Minimum Scope of Insurance. Consultant shall obtain insurance of types and amounts described below:
 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per accident covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services

- Office(ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance in the amount of no less than \$1,000,000.00 for each occurrence and \$2,000,000.00 general aggregate and a \$2,000,000.00 products-completed operation aggregate limit shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, products-completed operations, personal injury, and liability assumed under an insured contract.
 3. Professional Liability insurance appropriate to the consultant's profession in the amount of no less than \$1,000,000.00 per claim and \$1,000,000.00 policy aggregate limit.
 4. Workers' Compensation coverage as required by Industrial Insurance laws of the State of Washington.
 5. Verification. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, showing the City of Camas as a named additional insured, evidencing the Automobile Liability and Commercial General Liability of the Consultant before commencement of the work.
- d. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
 - e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
 - f. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.
 - g. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
 - h. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
 - i. City Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

9. Independent Consultant. The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.

10. Covenant Against Contingent Fees. The Consultant warrants that he/she has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11. Discrimination Prohibited. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)
- Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)
- Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)
- Civil Rights Restoration Act of 1987
(Public Law 100-259)
- Americans with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)
- 49 CFR Part 21
- 23 CFR Part 200
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the Consultant is bound by the provisions of **Exhibit "C"** attached hereto and by this reference made part of this Agreement, and shall include the attached **Exhibit "C"** in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

12. Confidentiality. The Contractor agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Contractor agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City.

13. Work Product. All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the Contractor while performing the Services shall belong to the City. Upon written notice by the City during the

Term of this Agreement or upon the termination or cancellation of this Agreement, the Contractor shall deliver all copies of any such work product remaining in the possession of the Contractor to the City. Notwithstanding the foregoing, the Consultant shall be entitled to keep one (1) copy of all deliverables, as well as any information that the Consultant used, relied upon and/or incorporated into the noted deliverable, in accordance with the standard of care. The Consultant shall hold all such retained information in accordance with the requirements of Section 12 hereunder.

14. Certification Regarding Debarment, Suspension, or Ineligibility and Voluntary Exclusion—Primary and Lower Tier Covered Transactions.

- a. The Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.
 2. Have not within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this section; and
 4. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
- b. Where the Contractor is unable to certify to any of the statements in this contract, the Contractor shall attach an explanation to this contract.
- c. The Contractor agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the BOARD.
- d. The Contractor further agrees by signing this contract that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Lower Tier Covered Transactions

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.

- e. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the BOARD for assistance in obtaining a copy of these regulations.

15. Intellectual Property.

- a. Warranty of Non-infringement. Contractor represents and warrants that the Contractor is either the author of all deliverables to be provided under this Agreement or has obtained and holds all rights necessary to carry out this Agreement. Contractor further represents and warrants that the Services to be provided under this Agreement do not and will not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party.
 - b. Rights in Data. Unless otherwise provided, data which originates from this Agreement shall be a "work for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the City. Data shall include, but not be limited to reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, films, tapes, and sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.
16. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.
17. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
18. Conflict of Interest. It is recognized that Contractor may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.
19. City's Right to Terminate Contract. The City shall have the right at its discretion and determination to terminate the contract following ten (10) calendar days written notice. The consultant shall be entitled to payment for work thus far performed and any associated expenses, but only after the city has received to its satisfaction the work completed in connection with the services to be rendered under this agreement.
20. Notices. Notices to the City of Camas shall be sent to the following address:
Sam Adams, PE
City of Camas
616 NE 4th Avenue
Camas, WA 98607
PH: 360-817-7003
FX: XXX
EMAIL: sadams@cityofcamas.us

Notices to Consultant shall be sent to the following address:

Dan Reisinger, PE
Carollo Engineers, Inc.
1218 3rd Avenue, Suite 1600
Seattle, WA 98101
PH: 206-538-5156
FX: XXX
EMAIL: dreisinger@carollo.com

21. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision herof and such other provisions shall remain in full force and effect.
22. Arbitration Clause. In the event a dispute shall arise between the parties to this Agreement, it is hereby agreed that the dispute shall be referred to the Portland USA&M office or alternate service by agreement of the parties for arbitration in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The artibrator's decision shall be final and legally binding and judgment be entered thereon.

Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including reasonable attorney's fee for having to compel arbitration or defend or enforce award.
23. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.
24. Venue. The venue for any dispute related to this Agreement or for any action to enforce any term of this Agreement shall be Clark County, Washington.
25. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law or in equity.
26. Counterparts. Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counter-parts, which counterparts shall collectively constitute the entire Agreement.
27. Standard of Care. The Consultant shall complete the services required hereunder in accordance with the prevailing standard of care by exercising the skill and ability ordinarily required of consultants performing the same or similar services, under the same or similar circumstances, in the State of Washington.
28. City-Provided Information and Services. The City shall furnish the Consultant available studies, reports and other data pertinent to the Consultant's services; obtain or authorize the Consultant to obtain or provide additional reports and data as required; furnish to the Consultant services of others required for the performance of the Consultant's services hereunder, and the Consultant

shall be entitled to use and rely upon all such information and services provided by the City or others in performing the Consultant's services under this Agreement.

29. Access. The City shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform services hereunder.
30. Estimates and Projections. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, the Consultant has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the Consultant makes no warranty that the City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the Consultant's opinions, analyses, projections, or estimates.
31. Third Parties. The services to be performed by the Consultant are intended solely for the benefit of the City. No person or entity not a signatory to this Agreement shall be entitled to rely on the Consultant's performance of its services hereunder, and no right to assert a claim against the Consultant by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the Consultant's services hereunder."

DATED this _____ day of _____, 2020.

CITY OF CAMAS:

CONSULTANT:
Authorized Representative

By _____

By Lara Kammereck

Print Name _____

Print Name Lara R. Kammereck, PE, PMP

Title _____

Title Vice President, Senior Project Manager

Approved as to Form:

City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT A
SCOPE OF SERVICES
Aeration Air and Blower Motor Assessment
CITY OF CAMAS

SCOPE OF SERVICES

The following Scope of Services has been developed to assist the City of Camas (City) with its assessment of the aeration air blower(s) controls and motors. The current blower controls limit the operational range, capacity and efficient operation of the aeration air delivery system. The existing motors have a failure rate significantly higher than expected. The objective of this project is to provide alternatives to improve capacity and control of the existing blowers, and to evaluate potential causes of premature blower motor failures to improve the reliability of existing blower motors.

The following tasks under this Scope of Services have been prepared based on Carollo Engineer's (Consultant) current understanding of the proposed project, previous experience by the Consultant team members, and discussions with City staff.

PROJECT ASSUMPTIONS

- Carollo Engineers, Inc. and its subconsultants, including work performed by them, will be referred to as "Consultant" in this document.
- The City of Camas and its staff will be referred to as "City" in this document.
- All meetings will be held at the City offices. Some workshops will be held via web conference, as specified below.
- Draft and Final Technical Memoranda will be provided electronically (PDF and/or Microsoft Word, as directed by City).
- Meeting notes and related materials will be transmitted electronically in PDF format via email.
- The City will print and produce additional copies of all documents as necessary for its use.
- The City will provide available information related to the project and as requested by the Consultant in a timely manner.
- Web conferencing and teleconferencing will be used to discuss project coordination and for some presentations to the City in lieu of the meetings at the City.
- Any additional subcontractor or third-party field electrical testing (harmonic measurement or waveform capture at VFD output/blower motor input) will be coordinated and paid by City. Consultant will assist City with review and selection of testing firm. Consultant will review field test results and incorporate findings in TM.

TASKS

To meet the objectives of this scope of services, the Consultant shall complete the tasks as summarized in the table below and discussed in detail in the text that follows.

Task	Title
TASK 4000	Aeration Air and Blower Motor Assessment
Task 4010	Aeration Air and Blower Motor Assessment and Alternatives Development

TASK 4000 – Aeration Air and Blower Motor Assessment

This Task addresses the inability of the plant to operate more than one blower in parallel and will address the issues and identify alternatives to improve blower motor reliability.

Task 4010 – Aeration Air and Blower Motor Assessment and Alternatives Development

The objective of this task is to review the operation and control of the existing air aeration system and provide alternatives to improve aeration air supply. The existing motor specifications, installation details, and available historical test reports/data will be evaluated to identify electrical issues related to existing blower motor performance. Alternatives for improvements will be provided to increase blower motor reliability. Development of a technical memorandum (TM) documenting the evaluations, findings, and recommended alternatives will be provided.

Task 4010 Subtasks

Activities

4011. *Data review:* Review the following information provided by the City:

- Existing blower and motor cutsheets, installation details, nameplates, and age.
- Operational Data on Blower Motors.
- Blower VFD schematics.
- Historical reports and testing data, including previous theories on the nature of blower motor failures.
- One year of daily or hourly air demands and motor current readings.
- Existing blower operational protocols and set points.
- Drawings/Specifications detailing recent upgrades and currently installed systems.

4012. *Blower Operation and Motor Review Meeting.* Upon completion of the data review conduct a 2-hour Workshop with Plant Staff:

- Confirm Engineers review and understanding of the information provided by the City related to both aeration air control and blower motor failure issues/test reports, and highlight/request any additional information or data needs.
- Obtain Plant input on understanding of existing blower control strategies and condition of existing and previous blower components.
- Confirm operational goals for blower optimization.
- Provide field testing guidelines for manually testing turn-down of blower.

4013. *Alternatives Development:*

- Develop two planning level alternatives with Plant Staff to address blower capacity/control limitations and blower motor reliability.
- Provide comparative planning level costs for each alternative.
- Document aeration air and blower motor assessment review, alternatives, and decisions in a TM. TM is assumed to be between 8 and 10 pages.

4014. *Alternatives Review Meeting.* Upon completion of the alternatives development review with City the alternatives and select a preferred alternative.

4015. *Preferred Alternative:*

- Provide 15% design level documents for preferred alternative including preliminary equipment specifications, if required, P&ID(s), one-line(s), and/or electrical plan drawing developed to a 15% level of completeness. The purpose of this submittal is to more clearly delineate the basis of costs associated with selected alternative improvement.
- P&ID(s) will be shown as modifications to existing P&IDs and/or loop diagrams where available. Drawings will be shown as bluebeam mark-ups on existing City record documents.
- Develop documentation to receive energy conservation grants if available. Assume 8 hours for budgeting purposes.

Meetings

- Blower Operation and Motor Review Meeting.
- Alternatives Review Meeting.

Deliverables

- Draft and Final Meeting Agenda.
- Workshop Materials.
- Draft and Final Meeting Notes.
- Draft and Final Blower Assessment TM.

TIME OF PERFORMANCE

Work to be completed within 4 months of notice to proceed.

PAYMENT

Service to be performed on a time and material basis, invoiced monthly in accordance with the Agreement for Professional Services, with a not to exceed Total Price limit of forty nine thousand nineteen (\$49,019).

Exhibit B
Level of Effort

TASK / DESCRIPTION	Project Manager, Dan Reisinger, Senior Professional, Alan Straub										Total Hours	Carollo Labor Cost	OTHER DIRECT COSTS			TOTAL COST	
	Project Manager, Dan Reisinger, Senior Professional, Alan Straub	Project Professional	Project Professional	E&C Staff Professional	E&C Principal	Designer, Technician, GIS, Clerical/WP	Total	Travel and Printing	PECE	Total ODC							
	\$ 176	\$ 176	\$ 176	\$ 195	\$ 195	\$ 226	\$ 137	\$ 95									
Total Labor Rate	\$ 176	\$ 176	\$ 176	\$ 195	\$ 195	\$ 226	\$ 137	\$ 95									
Task 1010 - Project Management																	
1013 Project Administration	2							2									
1010 Subtotal - Task 1010	2	0	0	0	0	0	0	2									589
Task 4010-Aeration Air and Blower Motor Assessment																	
4011 Data Review	4			6													
4012 Blower Operation Confirmatino Meeting	8			8	4												
4013 Alternatives Development	32			60			4										
4014 Alternatives Review Meeting	8	4		8													
4015 Preferred Alternative	4	24	12	32	8	2	4										
4010 Subtotal - Task 4010	4	76	16	114	12	2	8										48,430
4000 Total - Task 4000	6	76	16	114	12	2	10										49,019

EXHIBIT D
SCOPE OF SERVICES
Aeration Air and Blower Motor Assessment
CITY OF CAMAS

SCOPE OF SERVICES

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EXHIBIT C TITLE VI ASSURANCES

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agree as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Equal Opportunity Employer:** The CONSULTANT, In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by Consultant or its selection and retention of sub-consultants, including procurement of materials and leases of equipment, of any level, or any of those entities employees, agents, sub-consultants, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination of the grounds of race, color, sex, or national origin.
4. **Information and Report:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part.

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.



I, Sam Adams, hereby certify that these bid tabulations are correct.

Sam Adams 3-25-2020
 Sam Adams, PE, Utilities Manager Date

PROJECT NO. S1011				Engineer's Estimate:		R.L. Reimers Company		Stettler Supply Inc.		MSI Inc.		TEK Construction		Clackamas Construction	
DESCRIPTION: Camas Gravity Thickener Rehabilitation				Base Bid (Basis of Award) \$348,482.00		3939 Old Salem Rd. Suite 200 Albany, OR 97321		4420 Ridge Drive NE Salem, OR 97301		15714 Country Club Drive Mill creek, WA 98012		1980 W. Bakerview Road Bellingham, WA 98226		PO Box 279 28890 SE Hwy 212 Borling, OR 97009	
DATE OF BID OPENING: March 24, 2020, at 11:00 a.m.				Entered by: SA Total Base+Alt \$ 375,582.00		Added Alt. \$27,100									
ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	ENGRG TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL
Base Bid Schedule "A"															
1	Mobilization	LS	1.00	\$28,000.00	\$28,000.00	\$16,525.00	\$16,525.00	\$22,600.00	\$22,600.00	\$25,000.00	\$25,000.00	\$15,000.00	\$15,000.00	\$61,000.00	\$61,000.00
2	Furnishing Thickener Equipment Including Manufacturer Services	LS	1.00	\$99,850.00	\$99,850.00	\$108,950.00	\$108,950.00	\$115,600.00	\$115,600.00	\$107,000.00	\$107,000.00	\$200,000.00	\$200,000.00	\$224,500.00	\$224,500.00
3	Concrete Surface Preparation	SF	724.00	\$6.00	\$4,344.00	\$12.75	\$9,231.00	\$9.50	\$6,878.00	\$16.00	\$11,584.00	\$20.00	\$14,480.00	\$16.25	\$11,765.00
4	Surface Type 1 Repair, Epoxy Modified Cementitious Repair Mortar, 1/8-inch to 1/4-inch Depth	SF	724.00	\$18.00	\$13,032.00	\$19.00	\$13,756.00	\$20.00	\$14,480.00	\$25.00	\$18,100.00	\$20.00	\$14,480.00	\$10.80	\$7,819.20
5	Surface Type 2 Repair, Cementitious Concrete Repair Mortar, 1/4-inch to 4-inch Depth	SF	152.00	\$70.00	\$10,640.00	\$17.75	\$2,698.00	\$18.50	\$2,812.00	\$40.00	\$6,080.00	\$30.00	\$4,560.00	\$43.00	\$6,536.00
6	Coating System 1, Modified Polyamine Epoxy for Coating Existing Steel and Ductile Iron	LS	1.00	\$12,000.00	\$12,000.00	\$25,200.00	\$25,200.00	\$21,500.00	\$21,500.00	\$23,000.00	\$23,000.00	\$20,000.00	\$20,000.00	\$25,000.00	\$25,000.00
7	Coating System 2, Modified Polyamine Epoxy for Existing Steel Reinforcement Coating	IN	60.00	\$10.00	\$600.00	\$22.50	\$1,350.00	\$23.50	\$1,410.00	\$40.00	\$2,400.00	\$50.00	\$3,000.00	\$10.80	\$648.00
8	Coating System 3, Modified Polyamine Epoxy for Concrete Coating	SF	724.00	\$13.00	\$9,412.00	\$11.50	\$8,326.00	\$12.00	\$8,688.00	\$18.00	\$13,032.00	\$2.00	\$1,448.00	\$45.50	\$32,942.00
9	Hot Dip Galvanizing Walkway Structure	LS	1.00	\$6,000.00	\$6,000.00	\$14,575.00	\$14,575.00	\$6,250.00	\$6,250.00	\$10,000.00	\$10,000.00	\$8,000.00	\$8,000.00	\$24,700.00	\$24,700.00
10	Cleaning and Video Inspection of Influent Pipe	LS	1.00	\$2,600.00	\$2,600.00	\$14,800.00	\$14,800.00	\$8,150.00	\$8,150.00	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$12,450.00	\$12,450.00
11	Base Bid	LS	1.00	\$125,000.00	\$125,000.00	\$50,250.00	\$50,250.00	\$60,300.00	\$60,300.00	\$79,963.00	\$79,963.00	\$30,000.00	\$30,000.00	\$407,360.20	\$407,360.20
12	Construction Documentation (minimum bid of \$10,000)	LS	1.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$11,000.00	\$11,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,017.00	\$10,017.00
SUBTOTAL				\$321,478.00		\$275,661.00		\$279,668.00		\$311,159.00		\$322,968.00		\$824,737.40	
SALES TAX (8.4%)				\$27,004.15		\$23,155.52		\$23,492.11		\$26,137.36		\$27,129.31		\$69,277.94	
BASE BID SCHEDULE GRAND TOTAL (BASIS OF AWARD)				\$348,482.15		\$298,816.52		\$303,160.11		\$337,296.36		\$350,097.31		\$894,015.34	

ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	ENGRG TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL
Added Alternative Bid Schedule "A"															
A1	Temporary Thickening System	LS	1.00	\$25,000.00	\$25,000.00	\$48,250.00	\$48,250.00	\$89,500.00	\$89,500.00	\$60,000.00	\$60,000.00	\$38,000.00	\$38,000.00	\$142,000.00	\$142,000.00
SUBTOTAL				\$25,000.00		\$48,250.00		\$89,500.00		\$60,000.00		\$38,000.00		\$142,000.00	
SALES TAX (8.4%)				\$2,100.00		\$4,053.00		\$7,518.00		\$5,040.00		\$3,192.00		\$11,928.00	
ADDED ALTERNATIVE BID SCHEDULE A TOTAL				\$27,100.00		\$52,303.00		\$97,018.00		\$65,040.00		\$41,192.00		\$153,928.00	
TOTAL BASE BID PLUS ADDED ALTERNATIVE "A"				\$375,582.15		\$351,119.52		\$400,178.11		\$402,336.36		\$391,289.31		\$1,047,943.34	

PROCLAMATION OF CIVIL EMERGENCY

CITY OF CAMAS, WASHINGTON

Whereas, Camas Municipal Code Section 2.48.020 provides that in the event an emergency occurs which causes or is tending to cause danger or injury to persons or damage to property to such an extent that extraordinary measures must be taken to protect the public health, safety and welfare then the Mayor may proclaim a civil emergency to exist; and

Whereas, in the interest of public safety and welfare, Washington state law under Chapter 38.52 RCW sets forth certain powers exercisable by municipalities in the event of emergencies; and

Whereas, Camas Municipal Code Chapter 8.56 sets forth additional procedures and powers related to Emergency Management; and

Whereas, on February 29, 2020, Governor Jay Inslee declared a state of emergency due to the public health emergency posed by the coronavirus 2019 (hereafter COVID-19); and

Whereas, on March 13, 2020, the Clark County Council announced a state of emergency resolution for Clark County regarding COVID-19. Similar emergency declarations have been issued in Washington, Multnomah, and Clackamas counties in the Portland metropolitan area; and

Whereas, on March 13, 2020, Governor Inslee ordered all K-12 public and private schools in Washington State to close by no later than March 17, 2020 and remained closed through April 24, 2020, further ordering on March 16, 2020 a statewide emergency proclamation to temporarily shut down restaurants, bars and entertainment and recreational facilities and ban all gatherings with over 50 participants, with all gatherings under 50 participants to be prohibited unless previously announced criteria for public health and social distancing are met; and

Whereas, on March 13, 2020, President Donald Trump declared a national emergency in the United States of America related to the COVID-19 outbreak; and

Whereas, as of March 14, 2020, the Washington State Department of Health reported a total of 642 confirmed cases of COVID-19 with 40 resulting deaths. As of March 14, 2020, at least 3 confirmed cases of COVID-19 have been reported in Clark County; and

Whereas, as reported by the Washington State Department of Health:

Public health experts agree that the true number of people who have been infected with COVID-19 in Washington greatly exceeds the number of COVID-19 infections that have been laboratory-confirmed. It is very difficult to know exactly how many people in Washington have been infected to date since most people with COVID-19 experience mild illness and the ability to get tested is still not widely available; and

Whereas, as Mayor of the City of Camas I have determined that it is necessary to proclaim the existence of a civil emergency and to take such actions as may be required to effectively utilize city resources in the protection of the public health, safety and welfare;

NOW, THEREFORE I, Barry McDonnell, Mayor of the City of Camas, Proclaim as follows:

1. I declare there is a civil emergency caused by COVID-19 in the City of Camas.
2. The civil emergency requires the implementation of those powers delineated in Chapter 2.48 and 8.56 of the Camas Municipal Code and Chapter 38.52 RCW.
3. To the extent of such powers as granted by law, the City may enter into contracts and incur obligations, and take any other appropriate action necessary to address and respond to the emergency to protect the health and safety of persons and properties and to provide emergency assistance to persons affected by this emergency.
4. These powers will be exercised in light of the exigencies of the situation without regard to the formalities prescribed by State statutes and rules, or by City ordinance (except for mandatory constitutional requirements). These include but are not limited to budget law limitations, requirements for competitive bidding, publication of notices related to the performance of public work, entering into contracts, incurring of obligations, employment of temporary workers, rental of equipment, purchase of supplies and equipment, and the appropriation and expenditure of funds.
5. I delegate to the Department heads and their designees the authority to solicit quotes and estimates for contracts necessary to combat the emergency. Department heads may enter into contracts in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000). Contracts over this amount will be signed by the Mayor.
6. Department heads are further authorized to reassign staff from their ordinary duties to work deemed necessary to address the emergency outside their normal job duties and to require work beyond normal working hours in the performance of duties deemed necessary to respond to the emergency.
7. Pursuant to Camas Municipal Code sections 2.48.020 and 8.56.080 a copy of this Proclamation shall be filed with the City Clerk, a copy delivered to the Director of Emergency Management, State Emergency Management, and the Governor and the news media within the City shall be advised, with copies of this Proclamation posted at public places as may heretofore be designated.
8. This Proclamation will take effect upon my signature and will remain in effect until modified or terminated pursuant to Camas Municipal Code Section 2.48.040.

DATED AND SIGNED THIS 18th DAY OF MARCH, 2020.

City of Camas



Mayor Barry McDonnell

REAL ESTATE PURCHASE AND SALE AGREEMENT
WITH EARNEST MONEY PROVISION

1. **Effective Date:** March 9, 2020

2. **Parties:** Jo Rose and Jerry Rose, husband and wife, as to Parcel A and Jo Hagerud, a married woman dealing with her sole and separate property, as to Parcel B, hereinafter collectively referred to as "Seller";

and

The City of Camas, a Washington municipal corporation, hereinafter referred to as "Purchaser".

3. **Property Sold:** Subject to the terms, conditions and considerations set forth herein, the Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller certain real property located in Clark County, Washington, described as follows:

County of Clark, State of Washington

See Exhibit "A", attached hereto and by this reference incorporated herein as to Parcel A.

See Exhibit "B", attached hereto and by this reference incorporated herein as to Parcel "B".

Unless otherwise specifically referenced, both Parcels are collectively referred to herein as the "Premises".

Purchaser and Seller authorize the insertion of any correction to the legal description and the conveyance deed shall include a covenant to run with the land requiring the Premises to be utilized solely for parks and public recreation purposes and uses incidental thereto provided, such covenant will be subordinate to the Deed of Trust securing Parcel B as described herein.

4. **Purchase Price:** The total purchase price for the Premises shall be Twelve Million Five Hundred Thousand and NO/100 Dollars (\$12,500,000.00), allocated as to the sum of \$600,000 for Parcel A and as to Parcel B the sum of \$11,900,000, payable as follows:
 - A. Parcel A- payable in cash at closing.
 - B. Parcel B- the sum of Four Million Four Hundred Thousand and NO/100 Dollars (\$4,400,000) shall be payable in cash at closing. The balance of the purchase price for Parcel B of Seven Million Five Hundred Thousand and NO/100 Dollars (\$7,500,000) shall be paid pursuant to the terms of a Promissory Note in the form attached hereto as Exhibit "C" (the "Promissory Note"). Purchaser, at closing, shall execute and deliver the Promissory Note and a Deed of Trust in the form attached hereto as Exhibit "D" (the "Deed of Trust") to secure Parcel B in repayment of the Promissory Note.

5. **Earnest Money Deposit:** Purchaser herewith deposits and delivers to Seller, and Seller hereby acknowledges receipt of the sum of One Hundred Thousand and No/100 Dollars (\$100,000.00) as earnest money deposit. The earnest money shall be held in escrow by Chicago Title for the benefit of the parties.

6. **Escrow and Closing Agent:** Purchaser hereby authorizes Seller to establish an escrow with closing agent at for the closing of the transaction contemplated herein, and to deliver to said closing agent an original of this agreement, the earnest money deposit, escrow and closing instructions, and any and all other documentation necessary for closing. Notwithstanding the Conditions Precedent herein, this agreement shall be closed on or before April 10, 2020, which shall be the termination date.

7. **Title Insurance:** Purchaser, at Seller's expense, shall be furnished with a standard form owner's policy of title insurance at closing. Closing agent shall apply for a preliminary commitment for such insurance with a title insurance company. The policy shall insure title to the Premises in Purchaser to the full extent of the purchase price, subject to no encumbrances, defects or liens except those specified in the printed policy form, and those which are set forth in this agreement. If title cannot be made so insurable on or before the closing date called for herein, either party may terminate this agreement by written notice to the other party. In such event, unless Purchaser elects to waive such defects or encumbrances, the earnest money deposit and any down payment proceeds shall be refunded to Purchaser, less title insurance company charges.

8. **Title and Conveyance:** Title of Seller is to be free of encumbrances or defects except:

8.1. Rights reserved in federal patents or state deeds; building or use restrictions general to the district, including governmental platting and subdivision requirements; reserved hydrocarbon and mineral rights approved by Purchaser; existing utility and other easements of record approved by Purchaser and not inconsistent with Purchaser's intended use; existing covenants, conditions, restrictions, deed exceptions and reservations of record as approved by Purchaser and not inconsistent with Purchaser's intended use; all of which shall not be deemed encumbrances or defects.

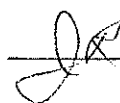

8.2. Encumbrances to be discharged by Seller may be paid out of purchase price at the date of closing. Seller shall convey title to Parcel A at closing by warranty deed, subject only to those encumbrances, liens and defects noted and excepted in Paragraphs 7 and 8 of this agreement, and subject to encumbrances and defects assumed, and accepted or approved by Purchaser as provided in Paragraphs 7 and 8 of this agreement. Seller shall convey title to Parcel B by warranty deed, subject to those encumbrances, liens and defects noted and excepted in Paragraphs 7 and 8 of this agreement, and subject to encumbrances and defects assumed, and accepted or approved by Purchaser as provided in Paragraphs 7 and 8 of this agreement and in addition subject to the Deed of Trust noted in section 4B herein.

9. **Closing Costs:** Purchaser shall be responsible for paying one-half (1/2) the escrow/closing fee, the recording fee, title insurance premium for the lender's policy, and all attorney's fees incurred by Purchaser. Seller shall be responsible for payment of the title insurance premium for the owner's policy, one-half (1/2) of the escrow/closing fee, and all attorney's fees incurred by Seller. Purchaser is acquiring the Premises under threat of condemnation and it is not anticipated that any excise taxes will be paid by Seller.
10. **Taxes:** Seller acknowledges that upon sale to the City, the subject real property becomes tax exempt. Seller agrees to pay all real property taxes assessed up to the time of sale. The property at closing shall be withdrawn from any current use assessment pursuant to RCW 84.34.108. Purchaser is acquiring the Premises under threat of condemnation and it is not anticipated that any back taxes, interest or penalties for removal of the Premises from any current use classification will be assessed.
11. **Possession:** Seller shall be entitled to retain possession of Parcel A for up to six (6) months after closing. As to Parcel B the Seller shall have no right to possession but the right of use. The parties shall execute a form of License, to include indemnification provisions, prior to closing to allow possession of Parcel A, and limited access by Seller thereon to Parcel B. Seller shall maintain personal injury and property insurance on Parcel A after closing and shall indemnify and hold Purchaser harmless from any and all liability thereon pertaining only to Seller, Seller's agents, licensees, invitees and contractors use of such property. While Seller has possession of Parcel A, Seller shall secure it with use of gates and by locking up all structures in the normal course, for the benefit of Seller and Purchaser. Attached hereto as Exhibit "E" is a form of License agreed to by the parties. The parties hereto acknowledge and agree that Purchaser shall be entitled to host a celebration event solely on Parcel B and will not disturb Seller on Parcel A, as much as reasonably possible. It is understood that Seller will pursue eligible replacement property pursuant to Section 1031 and/or Section 1033 of the Internal Revenue Code and the Purchaser agrees, at no cost to Purchaser, to cooperate in effecting such exchange.
12. **Conditions Precedent:** The enforceability of this agreement by the parties hereto and the obligations of the parties to close escrow are subject to the occurrence or waiver of each of the following conditions precedent on or before the date established for closing:
- 12.1 Approval of the condition of title to the Premises by Purchaser within 30 days of receiving a preliminary commitment for title insurance and all exception documents.
- 12.2 Approval of the condition of the Premises by Purchaser within 45 days following execution of this Agreement, including completion of any environmental studies and assessments deemed necessary by Purchaser at their sole cost. Seller has heretofore provided Purchaser copies of all previously completed studies or assessments known to Seller. Seller will allow

Purchaser and its agents, employees, and consultants access to the Property, for a period not to exceed 45 days following the mutual execution of this Agreement, for purposes of inspecting the Property, with reasonable prior notice to Seller. In respect to any home inspection the advance notice period to Seller shall be 7 days. Purchaser must promptly restore the Property to its condition prior to Purchaser's inspection of the Property. During the course of any inspection the Purchaser or their agents are specifically prohibited from motor vehicle access across any field. Further, all parking of vehicles shall be within the graveled area adjacent to the barn.

12.3 That all representations and warranties are true on the date of closing. If any of the conditions are not satisfied or waived by the party who benefits from such conditions at or prior to closing, such party, without prejudice to any other rights or remedies herein provided, may withdraw from this transaction and be released from all liability hereunder by giving written notice to the other party and the escrow/closing agent. The parties' agreement to close this transaction constitutes their approval or waiver of all such conditions.

13. **Default:** If Purchaser defaults in the performance of its obligations hereunder, Seller's sole remedy shall be to withdraw the earnest money deposit from escrow as liquidated damages for such default and to rescind this agreement, after which this agreement shall be terminated and Purchaser shall have no further rights or obligations.

 _____ 
Initials

This Agreement is binding on the Seller- see section 23. If Seller defaults in the performance of Seller's obligations hereunder, Purchaser may seek specific performance to require performance by the Seller pursuant to the terms of this agreement, damages, rescission, or any other remedy allowed by law. Notwithstanding the foregoing, if Seller is unable to convey title to the subject Premises in the condition required pursuant to this agreement, the sole liability of Seller shall be to refund to Purchaser the earnest money deposit.

 _____ 
Initials

14. **Attorney Fees and Costs:** In the event litigation arises out of this agreement, the losing party agrees to pay the prevailing party's attorney fees incidental to said litigation, together with all costs and expenses incurred in connection with such action, including costs of searching records to determine the condition of title, and whether or not incurred in trial court or on appeal, or in any proceedings under the federal Bankruptcy Code or state receivership statutes.

15. **Waiver:** No act or omission of either party hereto shall at any time be construed to deprive such party of a right or remedy hereunder or otherwise be construed so as to at any future time stop such party from exercising such right or remedy. Failure of a party at any time to require performance of any provision of this agreement shall not limit the right of that party to

enforce the provision, nor shall any waiver by a party of any breach of any provision constitute a waiver of any succeeding breach of that provision, or waiver of that provision itself, or any other provision.

16. **Escrow or Closing Instruction:** This agreement shall serve as and/or be incorporated into Seller's and Purchaser's escrow or closing instructions for the closing of this transaction. Any inconsistencies between this agreement and escrow or closing instructions provided by the parties shall be resolved in favor of this agreement.

17. **Non-Merger:** Provisions of this agreement shall not be deemed to have merged into the closing documents, but shall survive the closing and continue in full force and effect.

18. **Closing and Termination:** Purchaser shall have until the closing date to satisfy or waive all contingencies referenced in Section 12, above, unless terminated according to the provisions of this agreement. The parties may by mutual agreement extend the closing date. Each party will deposit with the closing agent all instruments and monies necessary to complete the purchase and sale.

19. **Notices:** Notices or demands hereunder shall be in writing and may be mailed or delivered personally. If mailed, such notices shall be sent with postage prepaid, by certified mail, return receipt requested, and the date marked on the return receipt by United States Postal Service shall be deemed to be the date on which the party received the notice. Notices shall be mailed or delivered to the last known addressee or the parties.

To Purchaser: CITY OF CAMAS
Attn: City Administrator
616 NE Fourth Avenue
Camas, WA 98607

City of Camas
Attn: Finance Director
616 NE Fourth Avenue
Camas, WA 98607

With a Copy to:
Shawn R. MacPherson, Attorney at Law
430 NE Everett
Camas, WA 98607

To Seller: Jo Hagerud Rose
PO Box 853
Camas, WA 98607

With a Copy to:
Brian Gerst, Attorney at Law
Gerst Law, PLLC
4001 Main Street, Suite 309
Vancouver, WA 98663

20. **Seller's Warranties:** Seller warrants the following:

20.1 That it has no notice of any liens to be assessed against the Premises.

20.2 That it has no notice from any governmental authority or agency of any violation of law or ordinance relating to the Premises.

20.3 That it has no notice or knowledge of any material defect in the Premises which has not been disclosed to Purchaser in writing.

20.4 To the best of Seller's knowledge, the Premises are free from all hazardous materials and that no hazardous materials have been used or placed on the Premises during the period of its ownership.

21. **As Is Condition, No obligation to Improve/Repair:** Except as otherwise expressly provided in this Agreement, Seller is selling and Purchaser is purchasing the Premises "AS IS, WHERE IS" and Seller shall not be required to make any repairs to the Premises or any improvements located thereon. Purchaser has made a personal inspection of the property and has reached Purchaser's own conclusion as to the adequacy and acceptability of the property based upon such personal inspection.

22. **Disclosure of Representation:** It is understood that this Real Estate Purchase and Sale Agreement has been prepared by Shawn R. MacPherson, attorney, for the benefit of The City of Camas, Purchaser. Seller has retained counsel for the purpose of reviewing the terms herein.

23 **Execution Under Threat of Condemnation.** Purchaser represents it has the power of eminent domain and has determined to acquire the Premises subject to satisfaction of the conditions precedent set forth above. Purchaser has determined that the best way to acquire the premises is by agreeing to and carrying out the terms of this Agreement. However, it is acknowledged and hereby represented by the parties to this agreement that, in the event this Agreement is not consummated, Purchaser is ready, willing, and able to exercise its power of eminent domain to make such acquisition. The terms of this Agreement have been negotiated in light of such power, and the acquisition, if this transaction is completed, will be made in lieu of and under the threat of condemnation.

24. **Miscellaneous:**

24.1 **Gender and Number:** As used in this agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to include the others whenever the context so indicates.

24.2 **Interpretation/Construction:** Paragraph headings have been included for the convenience of the parties and shall not be considered a part of this agreement for any purpose relating to construction or interpretation of the terms of this agreement and shall in no way limit any of the provisions of this agreement. The term "knowledge" with respect to Seller means the actual present knowledge of Jo Rose or Jerry Rose.

24.3 **Entire Agreement and Amendment:** This agreement constitutes the entire agreement of the parties hereto, supersedes and replaces all prior or existing written and oral agreements between the parties, and may not be amended other than in writing, signed by all parties.

24.4 **Successors and Assigns:** The terms and provisions of this agreement shall be binding upon and shall inure to the benefit of the heirs, legal representatives and proper and permitted assigns and successors of the parties.

24.5 **Closing Agent:** For purposes of this agreement, "closing agent" shall be defined as a person authorized to perform escrow or closing services who is designated by the parties hereto to perform such services.

24.6 **Date of Closing:** For purposes of this agreement, "date of closing" shall be construed as the date upon which all appropriate documents are recorded and proceeds of this sale are available for disbursement to Seller. Funds held in reserve accounts pursuant to escrow or closing instructions shall be deemed, for purposes of this definition, as available for disbursement to Seller.

24.7 **Time of the Essence:** Time is of the essence of this agreement.

24.8 **Governing Law and Venue:** This agreement shall be governed by and interpreted in accordance with Washington law. Any action or litigation arising out of or in connection with this agreement shall be conducted in Clark County, Washington.

24.9 **Exchange:** Seller has the right to convey all or a portion of the Premises in exchange for real property or properties of like kind pursuant to Section 1031 and/or Section 1033 of the Internal Revenue Code, either in a simultaneous exchange or in a deferred exchange. Purchaser agrees, at no cost to Purchaser, to cooperate with Seller in effecting such an exchange

and, if requested by Seller, Purchaser shall execute any exchange agreement reasonably requested by Seller and consistent with the above. In no event shall the Closing be delayed or extended due to any such exchange.

25. **Ratification:** This agreement shall not be binding upon the City of Camas until ratified by the City Council of the City of Camas at a regularly scheduled council meeting. The City agrees to submit this agreement for ratification at a regularly scheduled council meeting following acceptance.

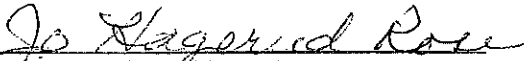
DATED this 9 day of March, 2020

CITY OF CAMAS, a Washington municipal corporation

By: 

Title: Interim City Administrator

On the 6th day of March, 2020, the undersigned hereby approve and accept the sale set forth in the above agreement and agree to carry out all the terms thereof on the part of the Seller.


JO ROSE (A/K/A JO HAGERUD)



JERRY ROSE

EXHIBIT 'A'

DESCRIPTION:

A portion of Government Lots 1 and 2 (the South half of the Southwest quarter) of Section 27, Township 2 North, Range 3 East, Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at a 3/4" iron pipe at the Southeast corner of the Southwest quarter of Section 27; thence North 47°46'27" West 1106.25 feet to the true point of beginning; thence South 82°28'44" West, 210.00 feet; thence North 07°31'16" West, 210.00 feet; thence North 82°28'44" East, 210.00 feet; thence South 07°31'16" East, 210.00 feet to the true point of beginning.

TOGETHER WITH a 60 foot easement for ingress, egress and utilities the centerline of which is described as follows:

BEGINNING at the Northwest corner of the above described 1-acre tract; thence South 07°31'16" East, 32.96 feet to the true point of beginning of said easement centerline; thence South 58°17'34" West, 47.47 feet; thence along the arc of a 261.00 foot radius curve to the right for an arc distance of 108.32 feet; thence South 82°04'21" West, 126.67 feet; thence along the arc of a 180 foot radius curve to the left for an arc distance of 87.69 feet; thence South 54°09'31" West, 129.24 feet; thence along the arc of a 94.00 foot radius curve to the left for an arc distance of 144.44 feet; thence South 33°52'44" East, 161.03 feet; thence along the arc of a 74.00 foot radius curve to the right for an arc distance of 75.99 feet; thence South 24°57'33" West, 27.87 feet to the centerline of the County Road and the terminus of said 60 foot easement centerline at a point which bears North 76°33'52" West, 1482.83 feet from the Southeast corner of said Southwest quarter of Section 27.

341

FILED FOR RECORD
CL. CO. WASH.
SAFECO TITLE INSURANCE COMPANY

MAR 9 2 51 PM '87

DAYTON WILSON

A

Government Lots One (1) and Two (2) of Section Twenty-seven (27), Township Two (2) North, Range Three (3) East of the Willamette Meridian;

EXCEPT therefrom the following described tract:

BEGINNING at a point 1040.2 feet West of the one quarter corner common to Sections 27 and 34, Township 2 North, Range 3 East of the Willamette Meridian; thence East 162.7 feet; thence North 25°30' West a distance of 283.2 feet; thence North 68°10' West a distance of 173.6 feet; thence North 62°0' West a distance of 138.0 feet; thence North 55°12' West a distance of 145.1 feet; thence South 28°10' West a distance of 226.0 feet, said point being the shore line of Lackamas Lake; thence in a Southeasterly direction along the shore line of Lackamas Lake a distance of 484.2 feet, more or less to the true point of beginning.

EXCEPT therefrom also the following tract:

BEGINNING at a point 681.3 feet West of the one quarter corner common to Sections 27 and 34, Township 2 North, Range 3 East of the Willamette Meridian; thence North 60.0 feet; thence West 50.0 feet; thence South 60.0 feet; thence East 50.0 feet to the true point of beginning.

EXHIBIT 13
PAGE 1 OF 1

PROMISSORY NOTE

\$7,500,000.00

_____, 2020

This Promissory Note ("Note") is made by THE CITY OF CAMAS, a Washington Municipal Corporation ("Maker") in favor of JO ROSE A/K/A JO HAGERUD, ("Holder").

1. **Payment.** Maker promises to pay to the order of Holder the principal amount of SEVEN MILLION, FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$7,500,000.00), together with interest on the unpaid principal amount from the date of this Note on or before April 1, 2025, at which time the entire amount due hereunder shall be paid in full. Annual payments of principal and interest in the amount of ONE MILLION SIX HUNDRED THIRTY-SEVEN THOUSAND, SIX HUNDRED FIFTY-NINE AND 29/100 DOLLARS (\$1,637,659.29) shall be made to Holder on the first day of April, for five (5) consecutive years beginning April 1, 2021.

2. **Interest Rates.**

(a) Unless and until an event of default under this Note occurs, Maker will pay interest on the unpaid principal amount at an annual rate of THREE PERCENT (3.00%).

(b) On and after an event of default under this Note:

(1) all accrued interest will become part of the unpaid principal amount; and

(2) Maker will pay interest on the unpaid principal amount at an annual rate of two percent (2%) above the rate specified in Section 2(a), or at the maximum interest rate permitted by applicable law, whichever is less.

(c) Interest will be computed on the basis of a 365-day year.

3. **Manner of Payments.** All payments under this Note will be made by wire transfer only to Holder as may be directed.

4. **Application of Payments.** All payments under this Note will apply first to any costs and expenses due to Holder, then to accrued interest to the date of payment, and then to the unpaid principal amount.

5. **Prepayments.** Maker may prepay a part or all of the unpaid principal amount at any time.

6. **Security.** The obligations of Maker under this Note are secured by that certain Deed of Trust dated _____, 2020 (the "Deed of Trust"), made by Maker as Grantor, which encumbers the property located at Clark County Tax Parcel number 175721000.

7. **Tax Reporting.** Maker acknowledges that this Note may qualify as a State or local bond as contemplated by Internal Revenue Code ("IRC") Section 103 and the interest hereunder may be exempt from federal income tax. Maker agrees to take any actions reasonably necessary to

qualify this Note as a State or local bond and file any forms with the Internal Revenue Service ("IRS") required for tax-exempt governmental bonds including, without limitation, IRS Form 8038-G, at the time such forms are due. If the interest payable under this Note qualifies as tax-exempt interest under IRS Section 103, Maker will report interests paid to Holder hereunder as tax-exempt interest on any IRS Form 1099-INT issued to Holder or the IRS hereunder.

8. Events of Default. Each of the following is an event of default under this Note:

- (a) Maker ceases to exist or dissolves;
- (b) Maker fails to make any payment required by this Note within twenty (20) days after the payment is due;
- (c) Maker fails to pay, becomes insolvent or unable to pay, or admits in writing an inability to pay Maker's debts as they become due, or makes a general assignment for the benefit of creditors;
- (d) a proceeding with respect to Maker is commenced under any applicable law for the benefit of creditors, including, but not limited to, any bankruptcy or insolvency law, or an order for the appointment of a receiver, liquidator, trustee, custodian, or other officer having similar powers over Maker is entered; and
- (e) an event of default occurs under any agreement securing the performance of any of the obligations of Maker under this Note, specifically including, but not limited to, the Deed of Trust.

9. Remedies. On and after an event of default under this Note, Holder may exercise the following remedies, which are cumulative and which may be exercised singularly or concurrently:

- (a) any remedy available to Holder under any agreement guaranteeing or securing the performance of any of the obligations of Maker under this Note or any of the obligations of any guarantor of this Note, specifically including, but not limited to, the Deed of Trust; and
- (b) any other remedy available to Holder at law or in equity.

10. Time of Essence. Time is of the essence with respect to all dates and time periods in this Note.

11. Amendment. This Note may be amended only by a written document signed by the party against whom enforcement is sought.

12. Waiver.

- (a) Maker waives demand, presentment for payment, notice of dishonor or nonpayment, protest, notice of protest, and lack of diligence in collection, and agrees that Holder

may extend or postpone the due date of any payment required by this Note without affecting Maker's liability.

(b) No waiver will be binding on Holder unless it is in writing and signed by Holder. Holder's waiver of a breach of a provision of this Note will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.

13. Severability. If a provision of this Note is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Note will not be impaired.

14. Governing Law. This Note is governed by the laws of the State of Washington, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Note.

15. Venue. Any action, suit, or proceeding arising out of the subject matter of this Note will be litigated in courts located in Clark County, Washington. Maker consents and submits to the jurisdiction of any local, state, or federal court located in Clark County, Washington.

16. Attorneys' Fees. If any arbitration, action, suit, or proceeding is instituted to interpret, enforce, or rescind this Note, or otherwise in connection with the subject matter of this Note, including but not limited to any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorneys' fees and other fees, costs, and expenses of every kind, incurred in connection with the arbitration, action, suit, or proceeding, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

17. Costs and Expenses. If an event of default under this Note occurs and Holder does not institute any arbitration, action, suit, or proceeding, Maker will pay to Holder, upon Holder's demand, all reasonable costs and expenses, including but not limited to attorney's fees and collection fees, incurred by Holder in attempting to collect the indebtedness evidenced by this Note.

MAKER:

The City of Camas, a Washington Municipal Corporation

By: _____
Barry McDonnell, Mayor

After Recording Return to:

JO ROSE
P.O. Box 853
Camas, WA 98607

DEED OF TRUST

1. **Effective Date:** _____, 2020
2. **Grantor:** CITY OF CAMAS
616 NE Fourth Avenue
Camas, WA 98607
3. **Beneficiary:** JO ROSE
P.O. Box 853
Camas, WA 98607
4. **Trustee:** CHICAGO TITLE COMPANY
655 W Columbia Way, Suite 200
Vancouver, WA 98660
5. **Property:** 215 SE Leadbetter Road, Camas, Washington 98607
6. **Abbrev. Legal:** #39 SEC 27 T2N R3 EWM 53.45A
7. **Tax Id No:** 175721000
8. **Loan Amount applied:** \$7,500,000.00
9. Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property (hereinafter "Property") in Clark County, Washington:

See, Exhibit A

together with all the tenements, hereditaments, and appurtenances now or hereafter belonging or appertaining thereto, and the rents, issues and profits thereof (hereafter "Income").

DEED OF TRUST - 1

EXHIBIT "D"

10. This Deed of Trust (hereinafter "**Deed of Trust**" or "**Deed**") is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of: SEVEN MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$7,500,000.00), with interest in accordance with the terms of a Promissory Note of even date (hereinafter "**Note**" or "**Promissory Note**").
11. The term "**Indebtedness**" as used in this Deed of Trust shall mean (a) the principal and interest due and payable under the Note, (b) any and all other obligations due under the Note, (c) any advances made to Grantor by Beneficiary, its successors and assigns, under said Note or pursuant to the terms of this Deed of Trust or any other instruments and agreements executed in connection with or to secure said Note, (d) the debts evidenced by all renewals, extensions, modifications, substitutions and consolidations of said Note, (e) any future amounts that Beneficiary may in its discretion loan to Grantor, with interest thereon, and (f) any amounts expended or advanced by Beneficiary to discharge obligations of Grantor or expenses incurred by Beneficiary or Trustee to enforce obligations of Grantor, as permitted under this Deed of Trust, with interest as provided below.

This Trust Deed is given to secure payment of the Indebtedness, and performance of all obligations of Grantor under this Deed and other instruments between the parties, and is given and accepted on the following terms and conditions which Grantor will promptly and faithfully observe and perform.

12. **Payment and Performance:** Grantor shall pay to Beneficiary promptly when due all amounts payment of which is secured by this Deed of Trust and shall strictly perform all obligations imposed upon Grantor under the Note and this Deed of Trust.
13. **Commercial Transaction:** This transaction is not a personal, household or family loan.
14. **Possession and Maintenance of Property:**
 - 14.1 Possession. Until in default, Grantor may remain in possession and control of and operate and manage the Property and collect the Income from the Property, if any.
 - 14.2 Construction and Repairs. Grantor shall complete or restore promptly and in good workmanlike manner any building or improvements which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

- 14.3 Grantor agrees:
- 14.3.1 To allow Beneficiary to inspect said Property at all reasonable times; and
 - 14.3.2 Grantor may complete any construction including any utility construction started on the property within a reasonable amount of time; and
 - 14.3.3 Grantor shall not permit, commit or suffer any waste, impairment or deterioration of the Property or of any part thereof. Any work or construction by Grantor in fulfillment of the covenant to utilize the Property solely for parks and public recreation purposes and uses incidental thereto, shall not constitute waste, impairment or deterioration.
- 14.4 Beneficiary's Right to Enter. Beneficiary and its agents and representatives may enter upon the Property at all reasonable times to attend to Beneficiary's interest and to inspect the Property, subject to any tenant's rights.
- 14.5 Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances and regulations of all governmental authorities applicable to the improvement, use or occupancy of the Property including without limitation fire, occupational, health, safety, occupancy and similar statutes. Without limitation, Grantor shall comply with all laws, ordinances and regulations relating to the environment and hazardous substances including without limitation petroleum oil and its fractions. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Beneficiary's interest in the Property is not jeopardized. Grantor shall immediately deliver to Beneficiary any notices received from governmental agencies or municipalities relating to the Property.
- 14.6 Duty to Protect. Grantor shall do all other acts, in addition to those set forth in this Deed, that from the character and use of the Property are reasonably necessary to protect and preserve the security, except as otherwise set forth herein.
- 14.7 Representation and Warranties. Grantor represents and warrants to Beneficiary that Grantor has no notice of alleged or actual violations of any zoning laws, statutes, ordinances, or other laws, rules or regulations applicable to the Property or its operation or of any administrative or judicial investigations, proceedings or actions with respect to such matters. The Property will receive all required inspections and permits. There are no actual or potential construction liens pending against the Property that could take priority to this Deed of Trust.

- 14.8 Indemnification. To the fullest extent allowed by law, Borrower shall indemnify, defend and hold harmless Beneficiary, its agents, and any successors to Beneficiary's interest in the Property (collectively "**Indemnitee**") against any and all claims, demands, fines, losses, liabilities, costs and expenses (including attorney's fees at trial and on any appeal or petition for review)(collectively "**Claims**") arising out of, in connection with or in any way relating to (a) death, or injury and damage to persons or property occurring on or about the Property, (b) the breach of any of the representations, warranties or covenants contained in this agreement, (c) any facts or circumstances that cause any of the representations or warranties set forth herein to cease to be true for any period before the loan is paid in full, (d) the use, treatment, storage, generation, manufacture, transport, release, spill, disposal or other handling of hazardous substances on the Property before the Loan is paid in full.
- 14.9 Claims. Claims shall include without limitation (a) the cost of all investigatory, removal, remedial and other response action required by any environmental law, by judicial order or by order of or agreement with any governmental authority having jurisdiction under any environmental law, (b) claims for injury or death of any person, including an Indemnitee and (c) claims for damages to property of an Indemnitee or any other person, including claims for diminution in value or loss of use. Any Indemnitee may waive its right to defense under this section without prejudice to any other right or remedy it may have under this section or otherwise. The representations, warranties and covenants contained in this agreement shall survive the delivery of a deed in lieu of foreclosure to Beneficiary or any successor of Beneficiary and shall survive any foreclosure, whether judicial or nonjudicial, of the Property by Beneficiary or any successor of Beneficiary, and shall be for the benefit of Beneficiary and any successor to Beneficiary as holder of any security interest in the Property or as owner of the Property following foreclosure of the delivery of a deed in lieu of a foreclosure.
- 14.10 Impairment of Security. Grantor shall not, without first obtaining the Beneficiary's written consent, assign any of the rents or profits of the Property to any third party. The parties acknowledge that the Property referenced herein will be utilized solely for parks and public recreation purposes and the uses incidental thereto and that zoning changes are also likely.

15. Taxes and Liens.

- 15.1 Payment. If applicable, Grantor shall pay when due all taxes and assessments levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any additional mortgages, deeds of trust, encumbrances, other liens and security interests and whether or not prior to the lien or security interest of this Deed, except for the lien of taxes and assessments not due. Grantor may pay taxes and assessments promptly in accordance with any available installment method as they become due.

- 15.2 Grantor's Right to Contest Statutory Liens. The filing of a construction lien against the Property shall not constitute a default hereunder if and so long as (a) no defaults exist under the Note or this Deed of Trust; (b) Grantor obtains and maintains in effect a bond issued by a surety acceptable to Beneficiary in an amount not less than the entire sum alleged to be owed to the lien claimant or such other amount as is required to obtain a court order to release said lien of record; (c) Grantor provides to Beneficiary and pays for the endorsement to Beneficiary's title insurance policy which insures the priority of this Deed of Trust over the lien being contested; (d) Grantor immediately commences its contest of such lien and continuously pursues the same in good faith and with due diligence; (e) such bond or contest stays the foreclosure of the lien; and (f) Grantor pays any judgment rendered for the lien claimant within ten (10) days thereafter.
- 15.3 Evidence of Payment. If applicable, Grantor shall promptly furnish evidence of payment of taxes and assessments in accordance with Paragraph 15.1 to Beneficiary after each payment and shall authorize the appropriate county official to deliver to Beneficiary at any time a written statement of the taxes and assessments against the Property.
- 15.4 Assessment Districts. Grantor agrees not to consent to its inclusion in any local improvement or special assessment district or to the imposition of any special or local improvement assessment against the Property without Beneficiary's prior written consent.

16. Property Damage Insurance and Other Insurance

- 16.1 Policies. Grantor is a Washington Municipal Corporation and is self insured through Washington Citites Insurance Authority (hereafter "WCIA"). Grantor represents and agrees that the Property shall be adequately insured through WCIA and that Grantor shall remain a member in good standing during the term of this Deed of Trust.
- 16.2 Certificates. Upon request, Grantor shall produce evidence of good standing with WCIA along with evidence showing that the Property is covered under the Policy.
- 16.3 Assignment of Insurance and Condemnation Proceeds. Should the Property or any part or appurtenance thereof or right or interest therein be taken or damaged by reason of any public or private improvement, condemnation proceeding (including change of grade), fire, earthquake or other casualty, or in any other manner, Beneficiary or Trustee may, at its option, commence, appear in, and prosecute, in its own name, any action or proceeding, or make any reasonable compromise or settlement in connection with such taking or damage, and obtain all compensation, awards or other relief therefor. All compensation, awards, damages, rights of action and proceeds, including the policies and the proceeds of any policies of insurance affecting the Property, are hereby assigned to

Beneficiary, but no such assignments shall be effective to invalidate or impair any insurance policy. Grantor further assigns to Beneficiary any return premiums or other repayments upon any insurance at any time provided for the benefit of the Beneficiary and all refunds or rebates made of taxes or assessments on said Property, and Beneficiary may at any time collect said return premiums, repayments, refunds, and rebates in the event of any default by Grantor under the Note or this Deed of Trust. No insurance proceeds or condemnation awards at any time assigned to or held by Beneficiary shall be deemed to be held in trust, and Beneficiary may commingle such proceeds with its general assets and shall not be liable for the payment of any interest thereon. Grantor also agrees to execute such further assignments of any such policies, compensation, award, damages, rebates, return of premiums, repayments, rights of action and proceeds as Beneficiary or Trustee may require.

16.4 Use of Insurance Proceeds. After any damage by casualty to the Property, whether or not required to be insured against under the policies to be provided by Grantor, Grantor shall give prompt written notice thereof to Beneficiary generally describing the nature and cause of such casualty and the extent of the damage to or destruction of the Property. Grantor shall promptly restore the damage, and any insurance proceeds payable therefor shall be made available through Beneficiary as the work progresses to pay for the costs of labor and material in doing so.

17. **Warranties of Grantor**. Grantor shall defend its title against the lawful claims of all persons arising on account of Grantor's action or failure to act following the date hereof including without limitation claims of adverse possession.

18. **Condemnation**

18.1 Application of Net Proceeds. If all or any part of the Property is condemned, Beneficiary may elect to require that all or any portion of the net proceeds of the condemnation be applied on the Indebtedness. The "Net Proceeds" shall mean the total amount available after payment of all reasonable costs, expenses, and attorneys' fees necessarily paid or incurred by Grantor, Beneficiary, and Trustee in connection with the taking by condemnation. Sale of all or any part of the Property to purchaser with the power of eminent domain in the face of a threat or the probability of the exercise of this power shall be treated as a taking by condemnation to which this Section shall apply.

18.2 Proceedings. If any proceedings in condemnation are filed, Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award.

19. Powers and Obligations of Trustee

19.1 Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the request of Beneficiary and Grantor.

19.1.1 Join in granting any easement or creating any restriction on the Property.

19.1.2 Reconvey, without warranty, all or any part of the Property.

19.2 Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Beneficiary, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

20. Transfer by Grantor

20.1 Prohibition of Transfer Without Consent. Grantor shall not sell, convey, contract to sell, or otherwise transfer any interest in the Property or any part of the Property nor further encumber, mortgage, or create liens in the Property without the consent of Beneficiary. Transfer shall include, without limitation, transfer into an entity, a Trust, or transfer to a tenant in common in the Property. Any such purported transfer without Beneficiary's prior written consent, which consent shall not be unreasonably withheld, shall be void and of no effect, and shall be deemed to be an event of default without notice.

20.2 Effect of Consent. Consent by the Beneficiary to one transfer shall not constitute a consent to other transfers or a waiver of this section. No transfer by Grantor shall relieve Grantor of liability for payment of the Indebtedness. Following a transfer, Beneficiary, in Beneficiary's sole discretion, may agree to any extension of the Note or waive any right or remedy under this Deed or the Note or waive any right or remedy under this Deed or the notice, presentment, and protest with respect to the Indebtedness.

20.3 Further Encumbrances. Except as expressly permitted herein, Grantor acknowledges that Beneficiary has relied upon the Property not being subject to additional financial liens or encumbrances for reasons which include, but are not limited to, the possibility of competing claims or the promotion of plans disadvantageous to Beneficiary in bankruptcy; the risks to Beneficiary in a junior lienholder's bankruptcy; questions which involve the priority of future advances, the priority of future leases of the Property, the marshaling of Grantor's assets, and the Beneficiary's rights to determine the application of condemnation awards and insurance proceeds and impairment thereof; the impairment of the Beneficiary's option to accept a deed in lieu of foreclosure; the increased difficulty of reaching agreements for loan workouts or to the actions to be taken by trustees, receiver, liquidators and fiduciaries; and Beneficiary's requirements of

Grantor's preservation of its equity in the Property and the absence of debt which could increase the likelihood of Grantor's inability to perform its obligations when due. Therefore, as a principal inducement to Beneficiary to make this loan and with the knowledge that Beneficiary will materially rely upon this paragraph in so doing, Grantor covenants not to encumber the Property. A breach of this covenant shall constitute a default under the Note, and the outstanding balance of the Note and all other sums then due to Beneficiary under any documents executed in connection therewith may, at Beneficiary's option, be declared immediately due and payable if any interest in the Property or the improvements thereto, or any part thereof, are voluntarily or involuntarily encumbered. Without limiting the generality of the foregoing, no mortgages, deeds of trust or other forms of security interest prior or subordinate to the security interest of Beneficiary shall encumber any real or personal property which is the subject of any lien or security interest granted to Beneficiary. Encumbrances and hypothecation of stock or partnership interest in Grantor or any successor of Grantor, sale lease-back, transfers by leases with purchase options, and conveyances by real estate contract shall each be deemed an encumbrance for the purposes of this paragraph. The Grantor and Beneficiary acknowledge that Grantor may obtain certain conservation grant funding which would require the recording of a deed of right or like encumbrance to secure the receipt thereof which recording shall not constitute a breach of this subsection. If Grantor records a deed of right or like encumbrance, it shall be subordinate to this Deed of Trust

21. Assignment of the Income

- 21.1 Upon default as defined in Paragraph 23, and subject to existing state law, Beneficiary, in person or by agent, shall be entitled to enter upon, take possession of and manage the Property and to collect any rents of the Property including those past due. All rents collected by Beneficiary shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to fees and costs of collection and attorney fees, and then to the sums secured by this Deed of Trust. Beneficiary shall be liable to account only for those rents actually received.
- 21.2 No Assignee Duties. Beneficiary shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by Grantor under any other agreement assigned under this Deed of Trust. Grantor hereby agrees to indemnify Beneficiary for, and to save it harmless from, any and all liability arising from any such agreements or from such assignment. Such assignment shall not place responsibility for the control, care, management or repair of the Property upon Beneficiary, or make Beneficiary responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, employee or stranger.

22. **Reconveyance on Full Performance.** If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Deed, Beneficiary shall execute and deliver to Trustee a request for full reconveyance. The reconveyance and filing fees for this Deed shall be paid by Grantor.
23. **Default.** The following shall constitute events of default:
- 23.1 Failure of Grantor to pay any portion of the Indebtedness within twenty (20) days after it is due.
 - 23.2 Failure of Grantor to make any payment for taxes, insurance, or any other payment necessary to prevent filing of or discharge of any lien.
 - 23.3 Any transfer or encumbrance as described in Paragraph 20 without Beneficiary's prior written consent.
 - 23.4 Violation of any warranty or representation made by Grantor under this Deed of Trust.
 - 23.5 Dissolution, termination of existence, insolvency, or business failure of Grantor; the commencement by Grantor of a voluntary case under the federal bankruptcy laws or under any other federal or state law relating to insolvency or debtor's relief; the entry of a decree or order for relief against Grantor in an involuntary case under the federal bankruptcy laws or under any other applicable federal or state law relating to insolvency or debtor's relief; the appointment or the consent by Grantor to the appointment of a receiver, trustee, or custodian of Grantor or of any of Grantor's property; an assignment for the benefit of creditors by Grantor; the making or suffering by Grantor of a fraudulent transfer under applicable federal or state law; concealment by Grantor of any of its property in fraud of creditors; the making or suffering by Grantor of a preference within the meaning of the federal bankruptcy law; the imposition of a lien through legal proceedings or distraint upon any of the property of Grantor which is not discharged or bonded in the manner permitted by Paragraph 15.2 herein; or Grantor's failure generally to pay its debts as such debts become due.
 - 23.6 An event of default occurs under the Note between Grantor and Beneficiary of even date herewith.
 - 23.7 Failure of Grantor to make any payment or perform any obligation under any junior, permitted lien within the time required thereunder, or commencement of any suit or other actions, including nonjudicial foreclosure to foreclose the junior permitted lien.

- 23.8 Failure of Grantor to perform any other obligation under this Deed within fifteen (15) days after receipt of written notice from Beneficiary specifying the nature of the default or, if the default cannot be cured within fifteen (15) days, failure within such time to commence and pursue curative action with reasonable diligence.

24. Rights and Remedies on Default

- 24.1 Remedies. Upon the occurrence of any event of default and at any time thereafter, subject to the limitations stipulated in this Deed of Trust, Trustee or Beneficiary may exercise any one or more of the following rights and remedies:
- 24.1.1 The Trustee shall have the right to foreclose by notice and sale, and Beneficiary shall have the right to foreclose by judicial foreclosure, in either case in accordance with applicable law, and to obtain a deficiency judgment to the extent permitted by law.
- 24.1.3 Beneficiary shall have the right, without notice to Grantor, and subject to existing state law, to take possession of the Property and collect the Income, including amounts past due and unpaid, and apply the net proceeds, over and above Beneficiary's costs, against the Indebtedness. In furtherance of this right, Beneficiary may require any tenant or other user to make payments of rent or use fees directly to Beneficiary. If the Income is collected by Beneficiary, then Grantor irrevocably designates Beneficiary as Grantor's attorney in fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Beneficiary in response to Beneficiary's demand shall satisfy the obligation for which the payments are made, whether or not any proper grounds for the demand existed. Beneficiary may exercise its rights under this paragraph either in person, by agent or through a receiver.
- 24.1.4 Beneficiary shall have the right to have a receiver appointed to take possession of any or all of the Property with the power to complete construction of, protect and preserve the Property, to operate the Property preceding foreclosure or sale, to collect Income from the Property and apply the proceeds, over and above cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Beneficiary's right to the appointment of a receiver shall exist whether or not apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Beneficiary shall not disqualify a person from serving as a receiver.

24.1.5 Trustee and Beneficiary shall have any other right or remedy provided in this Deed, the Note or any other instrument given to secure payment of the Note delivered by Grantor in connection therewith, or available at law, in equity or otherwise.

24.2 Rights of Receiver or Mortgagee-in Possession. Upon taking possession of all or any part of the Property, the receiver or Beneficiary may: (i) Use, operate, manage, control and conduct business on the Property and make expenditures for all maintenance and improvements as in its judgment are necessary and proper; (ii) Collect the Income from the Property and apply such sums to the expenses of use, operation, and management; and (iii) At Beneficiary's option, complete any construction in progress on the Property, and in that connection pay bills, borrow funds, employ contractors and make any changes in plans or specifications as Beneficiary deems reasonable, necessary or appropriate. If the revenues produced by the Property are insufficient to pay expenses, the receiver may borrow, from Beneficiary or otherwise, or Beneficiary may borrow or advance, such sums as the receiver or Beneficiary may deem reasonably necessary for the purposes stated in this paragraph. The amounts borrowed or advanced shall be payable on demand and bear interest from the date of expenditure until repaid at the Default Rate as set forth in the Note. Such sums shall become a part of the Indebtedness secured by this Deed.

24.3 Remedial Advances. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, without obligation to do so and without demand upon Grantor and without releasing Grantor from any obligation hereof, may: (i) make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon the Property for such purposes; (ii) commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; (iii) pay, purchase, contest, or compromise any amounts due under any lease, contract, encumbrance, charge, lien, tax or assessment, or the premium for any policy of insurance required herein; and in exercising any such power, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor, including cost of evidence of title, employ counsel and pay such counsel's fees. Beneficiary shall be subrogated to the rights and lien interests of any person who is paid by Beneficiary pursuant to the terms of this paragraph. Grantor shall repay immediately on written notice to Grantor all sums expended or advanced hereunder by or on behalf of Beneficiary, with interest from the date of such advance or expenditure at the Default Rate provided for in the Note, and the repayment thereof shall be secured hereby.

- 24.5 Sale of the Property. In exercising its rights and remedies, the Trustee or Beneficiary may cause all or any part of the Property to be sold as a whole or in parcels, and certain portions of the Property may be sold without selling other portions. Beneficiary may bid at any public sale on all or any portion of the Property.
- 24.6 Waiver; Election of Remedies. A waiver by either party of a breach of a provision of this Deed shall not constitute a waiver of or prejudice the party's right to demand strict compliance with that provision or any other provision. Election by Beneficiary to pursue any remedy shall not exclude pursuit of any other remedy, and all remedies of Beneficiary under this Deed are cumulative and not exclusive. An election to make expenditures or take action to perform an obligation of Grantor shall not affect Beneficiary's right to declare a default and exercise its remedies under this Deed.
- 24.7 Attorney's Fees; Expenses. In the event suit or action is instituted to enforce any of the terms of this Deed, the prevailing party shall be entitled to recover its reasonable attorneys' fees at trial, on any appeal, and by law. Whether or not any court action is involved, all reasonable expenses incurred by Beneficiary that are reasonably necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the same Default Rate as set forth in the Note. Beneficiary's right to collect fees, costs and expenses shall also apply to Beneficiary's representation in Bankruptcy court. Expenses covered by this paragraph include (without limitation) the reasonable costs of searching records, obtaining title reports, surveyors' reports, attorneys' fees, title insurance, and fees for the Trustee.

25. Miscellaneous General Provisions

- 25.1 Time of Essence. Time is of the essence of this Deed of Trust.
- 25.2 Binding Upon Successors and Assigns. Subject to the provisions of applicable law with respect to successor trustees and restriction on sale or transfer, or further encumbrance as set forth herein, this Deed shall be binding upon and inure to the benefit of the parties, their successors and assigns.
- 25.3 Expenditure by Beneficiary. If Grantor fails to comply with any provision of this Deed, Beneficiary may elect to take the required action on Grantor's behalf, and any amount that Beneficiary expends in so doing shall be added to the Indebtedness. Amounts so added shall be payable on demand with interest from the date of expenditure at the Default Rate as set forth in the Note and may be collected in addition to all other remedies allowed under this Deed of Trust for Default. Such action by Beneficiary shall not constitute a cure or waiver of the default or any other right or remedy which Beneficiary may have on account of Grantor's default.

- 25.4 Notices. Any notice under this Deed of Trust shall be in writing and shall be effective when either delivered in person or, if mailed, shall be deemed effective when deposited as registered or certified mail, postage prepaid, addressed to the party at the address stated in this Deed of Trust. Any party may change its address for notices by written notice to the other in accordance with this Paragraph.
- 25.5 Additional Reports. At the request of Beneficiary, its agent, or attorneys, Grantor shall furnish additional reports and shall give specific answers to questions upon which information is desired from time to time relative to the condition of Grantor and the Property.
- 25.6 Invalid Provisions to Affect No Others. If any of the provisions contained in the Note or this Deed of Trust shall be invalid, illegal or unenforceable in any respect, the validity of the remaining provisions in this Deed and the Note shall not be affected.
- 25.7 Changes in Writing. This Deed and any of its terms may only be changed, waived, discharged or terminated by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. Any agreement subsequently made by Grantor or Beneficiary relating to this Deed of Trust shall be superior to the rights of the holder of any intervening lien or encumbrance.
- 25.8 Applicable Law. The Property encumbered by this Deed of Trust is located in Washington. This Deed will be governed and construed in accordance with the laws of the State of Washington.
- 25.9 Negation of Agency, Joint Ventures and Partnership. Beneficiary is not a partner or joint venturer with Grantor in any respect or for any purpose, and Grantor is not the agent, representative, partner of, or joint venturer with Beneficiary and will act accordingly. Beneficiary shall not be liable to any person for any goods or services furnished to the Property, for any debts or claims against Grantor, and Grantor will defend, indemnify and hold Beneficiary harmless from any claim, liability, damage and expense in connection therewith.

Exhibit A

Government Lots One (1) and Two (2) of Section Twenty-seven (27), Township Two (2) North, Range Three (3) East of the Willamette Meridian;

EXCEPT therefrom the following described tract:

BEGINNING at a point 1040.2 feet West of the one quarter corner common to Sections 27 and 34, Township 2 North, Range 3 East of the Willamette Meridian; thence East 162.7 feet; thence North 25°30' West a distance of 283.2 feet; thence North 68°10' West a distance of 173.6 feet; thence North 62°0' West a distance of 138.0 feet; thence North 53°12' West a distance of 145.1 feet; thence South 28°10' West a distance of 226.0 feet, said point being the shore line of Lackamas Lake; thence in a southeasterly direction along the shore line of Lackamas Lake a distance of 484.2 feet, more or less, to the true point of beginning.

EXCEPT therefrom also the following tract:

BEGINNING at a point 681.3 feet West of the one quarter corner common to Sections 27 and 34, Township 2 North, Range 3 East of the Willamette Meridian; thence North 60.0 feet; thence West 50.0 feet; thence South 60.0 feet; thence East 50.0 feet to the true point of beginning.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made as of this _____ day of _____, 2020, between CITY OF CAMAS, a municipal corporation ("CITY") and JO ROSE and JERRY ROSE (collectively "ROSE").

RECITALS

a. CITY is purchasing the real property identified on the attached Exhibits "A" and "B" from ROSE. As part of the Purchase and Sale Agreement between the parties, ROSE will retain the right to possession of the portion of the real property identified on the attached Exhibit "A", which is her existing residence and one acre of surrounding land; and wishes to have access to the property identified in Exhibit "B", which is the remainder of the property. CITY is willing to grant a license provided for in this Agreement upon the terms and conditions set forth herein. That portion of the property identified on Exhibit "A" is hereinafter referred to as "Licensed Area A." That portion of the property identified on Exhibit "B" is hereinafter referred to as "Licensed Area B." Collectively they are the "Licensed Areas".

b. This Agreement grants a license for ROSE's with respect to the Licensed Areas.

AGREEMENTS

1. **Grant of License.** CITY hereby grants to ROSE an exclusive license for possession of Licensed Area A for a period not to exceed six (6) months from the date of this Agreement at no cost to ROSE. The license to use Licensed Area B will also be for a period not to exceed six (6) months, but will be a non-exclusive use. By occupancy pursuant to this Agreement, ROSE retains no right, title or interest in the Licensed Areas other than as described herein. Upon the termination date of this Agreement, ROSE shall remove all personal property from and vacate Licensed Area A.

a. During the continuation of this license, ROSE shall not cause or permit waste or damage to the Licensed Areas (ordinary wear and tear excepted). They will secure Licensed Area A with the use of gates and by locking up all structures in the normal course.

b. All activities by ROSE on the Licensed Areas shall comply with all applicable codes, ordinances, regulations, statutes and laws of each and every governmental authority having jurisdiction thereof.

c. ROSE shall indemnify, defend and hold CITY harmless from any damage, loss, injury, claim or liability arising out of ROSE's actions on the Licensed Areas, and those of their agents, licensees, invitees or contractors; provided that any claims are not the result of negligence by the CITY.

LICENSE AGREEMENT - 1

License Agreement - Rose[2305843009229511572]

d. ROSE shall maintain liability insurance for ROSE's actions on Licensed Area A, and shall sufficiently insure their personal property against all hazards.

2. **Maintenance Agreement.** ROSE shall maintain Licensed Area A in good condition and repair (ordinary wear and tear excepted), at the sole expense of ROSE. Provided, however, ROSE shall not be responsible for damage or waste caused by CITY, its invitees or permittees, or any third-parties who are not invitees or agents of ROSE.

3. **Prior Agreements.** This Agreement constitutes the entire, final and complete agreement of the parties pertaining to the subject matter of this Agreement, and supersedes and replaces all other written and oral agreements heretofore made or existing by and between the parties or their representatives concerning the subject matter of this Agreement. No party hereto shall be bound by any promises, representations or agreements except as are expressly set forth herein.

4. **Time is of the Essence.** Time is expressly made of the essence of each provision of this Agreement.

5. **Notices.** Any notice required or permitted under this Agreement shall be in writing and shall be given when actually delivered in person or forty-eight (48) hours after having been deposited in the United States mail as certified or registered mail, return receipt requested, postage prepaid, and addressed as follows:

CITY: Attn: City Administrator
616 NE Fourth Avenue
Camas, WA 98607

ROSE: PO Box 853
Camas, WA 98607

Any party may change its address for notice by written notice to the other party given in the manner set forth in this paragraph.

6. **Nonwaiver.** Failure by any party at any time to require performance by any other party of any of the provisions hereof shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by any party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

7. **Amendments.** This Agreement may be amended or modified without new consideration but only by written instrument executed by both parties.

8. **Governing Law.** This Agreement shall be construed in accordance with and

REAL ESTATE PURCHASE AND SALE AGREEMENT
WITH EARNEST MONEY PROVISION

1. **Effective Date:**

January 15, 2020

2. **Parties:**

CJ Dens Lacamas I LLC, a Washington limited liability company, referred to as Seller;

and

The City of Camas, a Washington municipal corporation, referred to as Purchaser.

3. **Property Sold:** Subject to the terms, conditions and considerations set forth in this Agreement, Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller certain real property located in the City of Camas, Clark County, Washington. The real property being sold will be adjusted through a boundary line adjustment and a new legal description, but is generally described and illustrated as follows:

See **Exhibit A**, attached hereto and by this reference incorporated herein (Property).

Purchaser and Seller agree to share equally in the cost of preparing the documentation necessary for a boundary line adjustment and any application for it to be submitted to the City. Purchaser and Seller authorize the insertion of any correction to the legal description by the Escrow Agent, defined below, before or at Closing.

4. **Purchase Price:** The total purchase price for the Property is Four Million Five Hundred Thousand and NO/100 Dollars (\$4,500,000.00), payable in cash at closing, subject to confirmation of the purchase price pursuant to an appraisal from ACG Valuation obtained by Purchaser at its sole cost, and based on the Property's highest and best use. Purchaser must approve the appraised value as the purchase price within 60 days of the Effective Date of this Agreement (Appraisal Contingency).

5. **Earnest Money Deposit:** Purchaser must deposit and deliver to Clark County Title (Escrow Agent) the sum of One Hundred Thousand and No/100 Dollars (\$100,000.00) as an earnest money deposit within 5 business days of the Effective Date. The earnest money must be held in an interest bearing account with Escrow Agent for the benefit of the parties.

6. **Escrow and Closing Agent:** Purchaser authorizes Seller to establish an escrow with Escrow Agent for the closing of the transaction contemplated in this Agreement, and to deliver to the Escrow Agent a copy of this Agreement. This transaction must close on or before 30 days from the satisfaction of the Appraisal Contingency, which will be the termination date of this Agreement.

7. **Title Insurance:** Purchaser, at Seller's expense, must be furnished with a standard form owner's policy of title insurance at closing. The policy must insure title to the Property in Purchaser to the full extent of the purchase price, subject to no encumbrances, defects or liens

except those specified in the printed policy, those not objected to by Purchaser, and those which are set forth in this Agreement. If title cannot be made so insurable on or before the closing date, either party may terminate this Agreement by written notice to the other party. In such event, unless Purchaser elects to waive such defects or encumbrances, the earnest money deposit must be refunded to Purchaser, less title insurance company charges.

8. **Title and Conveyance:** Title of Seller is to be free of encumbrances or defects except:

8.1 Rights reserved in federal patents or state deeds; building or use restrictions general to the district, including governmental platting and subdivision requirements; reserved hydrocarbon and mineral rights; existing utility and other easements of record approved by Purchaser and not inconsistent with Purchaser's intended use; existing covenants, conditions, restrictions, deed exceptions and reservations of record as approved by Purchaser and not inconsistent with Purchaser's intended use; all of which shall not be deemed encumbrances or defects.

8.2 Encumbrances to be discharged by Seller may be paid out of purchase price at the date of closing. Seller agrees to convey title to the Property to Purchaser by warranty deed, subject to those encumbrances, liens and defects noted and excepted in Paragraphs 7 and 8 of this Agreement, and subject to encumbrances and defects assumed, and accepted or approved by Purchaser as provided in Paragraphs 7 and 8 of this Agreement.

9. **Closing Costs:** Purchaser is responsible for paying one-half (1/2) the escrow/closing fee, the recording fee, and all attorney's fees incurred by Purchaser. Seller is responsible for payment of the real estate excise tax, if any, the title insurance premium for a standard owners policy, one-half (1/2) of the escrow/closing fee, and all attorney's fees incurred by Seller.

10. **Taxes:** Seller acknowledges that upon sale to the City, the subject real property becomes tax exempt. Seller agrees to pay all real property taxes assessed up to the time of sale, including any back taxes, interest, and penalties for removal of the property from any current use classification.

11. **Inspection.** Seller will provide to Purchaser or their agents copies of all environmental studies or other reports within five (5) days of execution of this Agreement. Seller will allow Purchaser and its agents, employees, and consultants access to the Property, for a period not to exceed 60 days following the mutual execution of this Agreement, for purposes of inspecting the Property, with prior notice to Seller. With respect to any inspection or testing that is invasive, Purchaser must first submit to Seller a written plan for any such invasive testing which shall include a plan to deal with any hazardous materials that may be encountered during such testing, and Purchaser may not proceed with any such invasive testing unless Seller has approved of Purchaser's plan in writing (which approval may be withheld by Seller in its sole discretion). Purchaser shall conduct any such invasive testing in strict accordance with the plan approved by Seller. Purchaser must promptly restore the Property to its condition prior to Purchaser's inspection of the Property.

11.1 **Indemnity.** Purchaser agrees to protect, defend, indemnify, and hold Seller and Seller's agents and employees harmless for, from and against any claims, liabilities, damages,

liens, attorneys' fees, penalties, demands, causes of actions and suits of any nature whatsoever (collectively, Claims to the extent arising out of the inspection of and/or entry onto the Property by Purchaser, its agents, employees or contractors, provided that the foregoing indemnity shall not apply to the extent that the Claims are caused by Seller's negligence, willful misconduct or breach of this Agreement. This indemnity includes an obligation of Purchaser to reimburse Seller for any and all damage Purchaser may cause to the Property in connection with Purchaser's inspection and this indemnity shall survive the closing or termination of this Agreement.

12. **AS IS.** Except for any Seller representations made in this Agreement, Purchaser is accepting the Property on an "as-is with all faults" basis with any and all patent and latent defects, including those relating to the environmental condition of the property, and is not relying on any representation or warranties, express or implied, of any kind whatsoever from Seller as to any matters concerning the property, including, but not limited to, the boundaries of the Property and any potential encroachments from neighboring properties, the physical condition of the Property; zoning and permit status for, and condition of, any structures or improvements on the Property including wells, septic tanks, drain fields and underground storage tanks, if any; tax consequences of the conveyance; utilities; operating history or projections or valuation; compliance by the Property with zoning, health regulations and Environmental Laws (meaning any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health or the environment, including without limitation, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, and any similar or comparable state or local law) or other laws, statutes, ordinances, decrees, regulations and other requirements applicable to the Property; the presence of any Hazardous Substances (meaning any hazardous, toxic, radioactive or infectious substance, material or waste as defined, listed or regulated under any Environmental Law, and includes without limitation petroleum oil and any of its fractions), wetlands, asbestos, lead, lead-based paint or other lead containing structures, urea formaldehyde, or other environmentally sensitive building materials in, on, under, or in proximity to the Property; the condition or existence of any above ground or underground structures or improvements, including tanks and transformers in, on or under the Property; and the condition of title to the Property. Purchaser shall further take the Property subject to any existing leases, easements, permits, orders, licenses, or other agreements which affect the Property, subject to the provisions of section 13 herein.

13. **Seller Representations.** Seller represents the following to the best of its actual knowledge:

13.1 That it has no notice of any liens to be assessed against the Property, has not performed work within the last three (3) months that has resulted in a lien, nor shall any work be performed during the term of this Agreement which might give rise to imposition of any lien.

13.2 That it has no notice from any governmental authority or agency of any violation of law, ordinance or regulation relating to the Property.

13.3 That it has no notice or knowledge of any material defect in the Property which has not been disclosed to Purchaser in writing.

13.4 To the best of Seller's actually knowledge, and except as disclosed above, the Property is free from all hazardous materials and that no hazardous materials have been used or placed on the Property during the period of its ownership. Purchaser acknowledges that there is the presence of contamination on the Property due to activities from a gun club on adjacent property.

13.5 Seller has no knowledge of any existing leases, easements, permits, orders, licenses, or other agreements which affect the Property that are not listed in the title commitment or are agreements that the Purchaser is aware of, nor shall any such agreements be entered into during the term of this Agreement.

14. **Possession:** Purchaser is entitled to possession of the Property on the date of closing.

15. **Conditions Precedent:** The enforceability of this Agreement by the parties and the obligations of the parties to close escrow are subject to the occurrence or waiver of each of the following conditions precedent on or before the date established for closing except if an earlier date is provided:

15.1 Confirmation of the appraised value as the purchase price by Purchaser within 60 days of the Effective Date of this Agreement.

15.2 Approval of the condition of title to the Property by Purchaser within 30 days of receiving a preliminary commitment for title insurance and all exception documents.

15.3 Seller's approval of a Phase I environmental assessment, and if recommended in that assessment, approval of a Phase II environmental assessment, on the property retained by Seller illustrated in **Exhibit C**, the cost of which will be at Purchaser's sole expense. The Phase I and II environmental assessment must be focused on any potential contamination from activities emanating from the adjacent gun club property. Purchaser may use existing environmental reports to provide some background information in the Phase I or II environmental assessments. If contamination is found on the property retained by Seller determined to be caused by activities on the gun club property, Purchaser agrees to remediate that condition to the terms of a remediation agreement to be executed by the parties hereto prior to closing.

15.4 Approval of the condition of the property by Purchaser pursuant to section 11 herein within 60 days of the Effective Date of this Agreement.

15.5 That all representations and warranties are true on the date of closing.

If any of the conditions are not satisfied or waived by the party who benefits from such conditions at or prior to closing, such party, without prejudice to any other rights or remedies herein provided, may withdraw from this transaction and be released from all liability hereunder by giving written notice to the other party and the escrow/closing agent. The parties' agreement to close this transaction constitutes their approval or waiver of all such conditions.

16. **Default:** If Purchaser defaults in the performance of its obligations hereunder, Seller's sole remedy is to withdraw the earnest money deposit from escrow as liquidated damages for

such default and to rescind this Agreement, after which this Agreement shall be terminated and Purchaser shall have no further rights or obligations.

Initials AS AK

If Seller defaults in the performance of its obligations hereunder, Purchaser may seek specific performance pursuant to the terms of this Agreement, damages, rescission, or any other remedy allowed by law. Notwithstanding the foregoing, if Seller is unable to convey title to the Property in the condition required pursuant to this Agreement, the sole liability of Seller shall be to refund to Purchaser the earnest money deposit.

Initials AS AK

17. **Attorney Fees and Costs:** In the event litigation arises out of this Agreement, the losing party agrees to pay the prevailing party's attorney fees incidental to said litigation, together with all costs and expenses incurred in connection with such action, including costs of searching records to determine the condition of title, and whether or not incurred in trial court or on appeal, or in any proceedings under the federal Bankruptcy Code or state receivership statutes.

18. **Waiver:** No act or omission of either party hereto shall at any time be construed to deprive such party of a right or remedy hereunder or otherwise be construed so as to at any future time stop such party from exercising such right or remedy. Failure of a party at any time to require performance of any provision of this Agreement shall not limit the right of that party to enforce the provision, nor shall any waiver by a party of any breach of any provision constitute a waiver of any succeeding breach of that provision, or waiver of that provision itself, or any other provision.

19. **Escrow or Closing Instruction:** This Agreement shall serve as and/or be incorporated into Seller's and Purchaser's escrow or closing instructions for the closing of this transaction. Any inconsistencies between this Agreement and escrow or closing instructions provided by the parties shall be resolved in favor of this Agreement.

20. **Non-Merger:** Provisions of this Agreement shall not be deemed to have merged into the closing documents, but shall survive the closing and continue in full force and effect.

21. **Closing and Termination:** The parties shall have until the closing date to satisfy or waive all contingencies referenced in Section 15, above, unless terminated according to the provisions of this Agreement. The parties may by mutual agreement extend the closing date. Each party will deposit with the closing agent all instruments and monies necessary to complete the purchase and sale.

22. **Notices:** Notices or demands hereunder shall be in writing and may be mailed or delivered personally. If mailed, such notices shall be sent with postage prepaid, by certified mail, return receipt requested, and the date marked on the return receipt by United States Postal Service shall be deemed to be the date on which the party received the notice. Notices shall be mailed or delivered to the last known addressee or the parties.

To Purchaser: CITY OF CAMAS
Attn: City Administrator
616 NE Fourth Avenue
Camas, WA 98607

With Copy to: Shawn MacPherson
430 NE Everett Street
Camas, WA 98607

To Seller: CJ Dens Lacamas I, LLC
PO Box 2239
Kalama, WA 98625

With copy to: LeAnne M. Bremer
Miller Nash Graham & Dunn LLP
500 Broadway, Suite 400
Vancouver, WA 98660

23. **Disclosure of Representation:** It is understood that this Agreement has been prepared by Miller Nash Graham & Dunn, LLP, for the benefit Seller, and Purchaser is represented by Shawn MacPherson, City Attorney.

24. **Exchange.** Seller has the right to convey all or a portion of the Property in exchange for real property or properties of like kind pursuant to Section 1031 of the Internal Revenue Code, either in a simultaneous exchange or in a deferred exchange. Purchaser agrees, at no cost to Purchaser, to cooperate with Seller in effecting such an exchange and, if requested by Seller, Purchaser shall execute any exchange agreement reasonably requested by Seller and consistent with the above. In no event shall the Closing be delayed or extended due to any such exchange.

25. **Broker Fee.** In connection with this Agreement, if and only if closing occurs, Seller shall pay a real estate brokerage commission through escrow to Terry Wollam Jr. (the "Broker") in the amount of four percent (4%) of the Purchase Price. Seller and Buyer each represents to the other that, except for Seller's Broker (whose real estate commission shall be the sole obligation of Seller, as provided above), no brokerage commission, finder's fee or other compensation of any kind is due or owing to any person or entity in connection with the transactions covered by this Agreement. Each party agrees to and does hereby indemnify, defend and hold the other free and harmless from and against any and all costs, liabilities, losses, damages, claims, causes of action or proceedings (including reasonable attorneys' fees) which may result from any other broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of the indemnifying party in connection with this transaction.

26. **Miscellaneous:**

26.1 **Gender and Number:** As used in this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to include the others whenever the context so indicates.

26.2 **Interpretation/Construction:** Paragraph headings have been included for the convenience of the parties and shall not be considered a part of this Agreement for any purpose relating to construction or interpretation of the terms of this Agreement and shall in no way limit any of the provisions of this Agreement.

26.3 **Entire Agreement and Amendment:** This Agreement constitutes the entire Agreement of the parties hereto, supersedes and replaces all prior or existing written and oral agreements between the parties, and may not be amended other than in writing, signed by all parties.

26.4 **Successors and Assigns:** The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, legal representatives and proper and permitted assigns and successors of the parties.

26.5 **Date of Closing:** For purposes of this Agreement, the closing date must be construed as the date upon which all appropriate documents are recorded and proceeds of this sale are available for disbursement to Seller. Funds held in reserve accounts pursuant to escrow or closing instructions shall be deemed, for purposes of this definition, as available for disbursement to Seller.

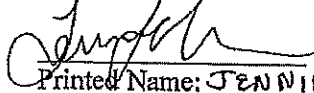
26.6 **Time of the Essence:** Time is of the essence of this Agreement.

26.7 **Governing Law and Venue:** This Agreement shall be governed by and interpreted in accordance with Washington law. Any action or litigation arising out of or in connection with this Agreement shall be conducted in Clark County, Washington.

27. **Ratification:** This Agreement shall not be binding upon the City of Camas until ratified by the City Council of the City of Camas at a regularly scheduled council meeting. The City agrees to submit this Agreement for ratification at the next regularly scheduled council meeting following acceptance by Seller.

DATED this 15 day of January, 2020.

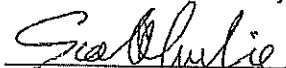
CITY OF CAMAS



Printed Name: JENNIFER GORSUCH
Title: INTERIM CITY ADMINISTRATOR

On the 15 day of JANUARY, 2020, the Seller approves and accepts the sale set forth in this Agreement and agree to carry out all the terms thereof on the part of the Seller.

CJ DENS LACAMAS I, LLC



Printed Name: SCOTT LESLIE
Title: MANAGING MEMBER

EXHIBIT A

LEGAL DESCRIPTION FOR CLOENS

PROPERTY TO CITY OF CAMAS

Being a portion of the Southwest quarter of the Northeast quarter and the Southeast quarter of the Northeast quarter of Section 34 and the Southwest quarter of the Northwest quarter of Section 35, Township 2 North, Range 3 East of the Willamette Meridian, City of Camas, Clark County, Washington described as follows:

COMMENCING at a concrete monument with brass cap marking the Northeast corner of Section 34 as shown in Book 39 of Surveys, Page 173, Clark County Auditor's records;

Thence South 00°15'46" East, along the East line of the Northeast quarter of Section 34 for a distance of 1319.52 feet to a 3/4" iron pipe at the Southeast corner of the Northeast quarter of the Northeast quarter of Section 34 and the POINT OF BEGINNING;

Thence South 89°45'43" West, along the South line of the Northeast quarter of the Northeast quarter of Section 34, for a distance of 1321.38 feet to a 3/4" iron pipe at the Southeast corner of the Laughlin Tract as described in Book 2 of Deeds, Page 524, Clark County Auditor's records;

Thence South 89°46'35" West, along the South line of the Laughlin Tract, for a distance of 880.01 feet to a 1/2" iron rebar (Survey 39-173) at the Northeast corner of Parcel 1 of the Mills Tract as described under Clark County Auditor's File Number 8208200027;

Thence South 08°47'06" East, for a distance of 270.55 feet to a 1/2" iron rebar (Survey 39-173) at the Southeast corner of the Mills Tract, being on the Northerly right-of-way line of SE Leadbetter Road;

Thence along the Northerly right-of-way line of Leadbetter Road the following described courses;

Thence along the arc of a 2895.59 foot radius curve to the right through a central angle of 03°27'05", for an arc distance of 174.42 feet, the chord of which bears South 40°01'32" East, 174.40 feet;

Thence South 38°18'00" East, for a distance of 94.05 feet;

Thence along the arc of a 447.51 foot radius curve to the left, through a central angle of $29^{\circ}58'00''$, for an arc distance of 234.06 feet, the chord of which bears South $53^{\circ}17'00''$ East, 231.40 feet;

Thence South $08^{\circ}16'00''$ East, for a distance of 259.91 feet;

Thence along the arc of a 542.70 foot radius curve to the left, through a central angle of $17^{\circ}40'00''$, for an arc distance of 167.34 feet, the chord of which bears South $77^{\circ}05'00''$ East, 166.67 feet.

Thence South $85^{\circ}56'00''$ East, for a distance of 82.96 feet to a $1/2''$ iron rebar (Survey 39-173), marking the Southwest corner of the City of Camas Tract as described under Clark County Auditor's File Number 5571688;

Thence North $00^{\circ}17'47''$ West, leaving said North right-of-way line along the most Westerly line of the City of Camas Tract, for a distance of 282.50 feet to a $1/2''$ iron rebar (Survey 39-173), marking the most Westerly Northwest corner of said City of Camas Tract;

Thence North $89^{\circ}49'43''$ East, along the most Southerly North line of said City of Camas Tract, for a distance of 250.00 feet to a $1/2''$ iron rebar (Survey 39-173), marking an internal corner thereof;

Thence North $00^{\circ}19'25''$ West, along the most Easterly West line of said City of Camas Tract, for a distance of 168.00 feet to a $1/2''$ iron rebar as shown in Book 41 of Surveys, Page 122, Clark County Auditor's Records, marking the most Northerly Northwest corner thereof;

Thence North $89^{\circ}45'43''$ East, along the North line of said City of Camas Tract, for a distance of 579.50 feet to a $1/2''$ iron rebar (Survey 41-122), marking the Northeast corner thereof;

Thence South $00^{\circ}19'25''$ East, along the East line of said City of Camas Tract, for a distance of 364.60 feet;

Thence North $60^{\circ}00'00''$ East, leaving said East line for a distance of 182.00 feet;

Thence North $75^{\circ}00'00''$ East, for a distance of 420.00 feet;

Thence North $28^{\circ}00'00''$ East, for a distance of 90.00 feet;

Thence North $80^{\circ}00'00''$ East, for a distance of 43.00 feet;

Thence South $65^{\circ}00'00''$ East, for a distance of 95.00 feet;

Thence North 84°00'00" East, for a distance of 320.00 feet;

Thence North 61°00'00" East, for a distance of 310.00 feet;

Thence North 29°00'00" East, for a distance of 279.41 feet to the South line of the Northwest quarter of the Northwest quarter of Section 35 (Survey Book 39, Page 173);

Thence South 89°50'42" West, along said South line for a distance of 970.30 feet to the POINT OF BEGINNING;

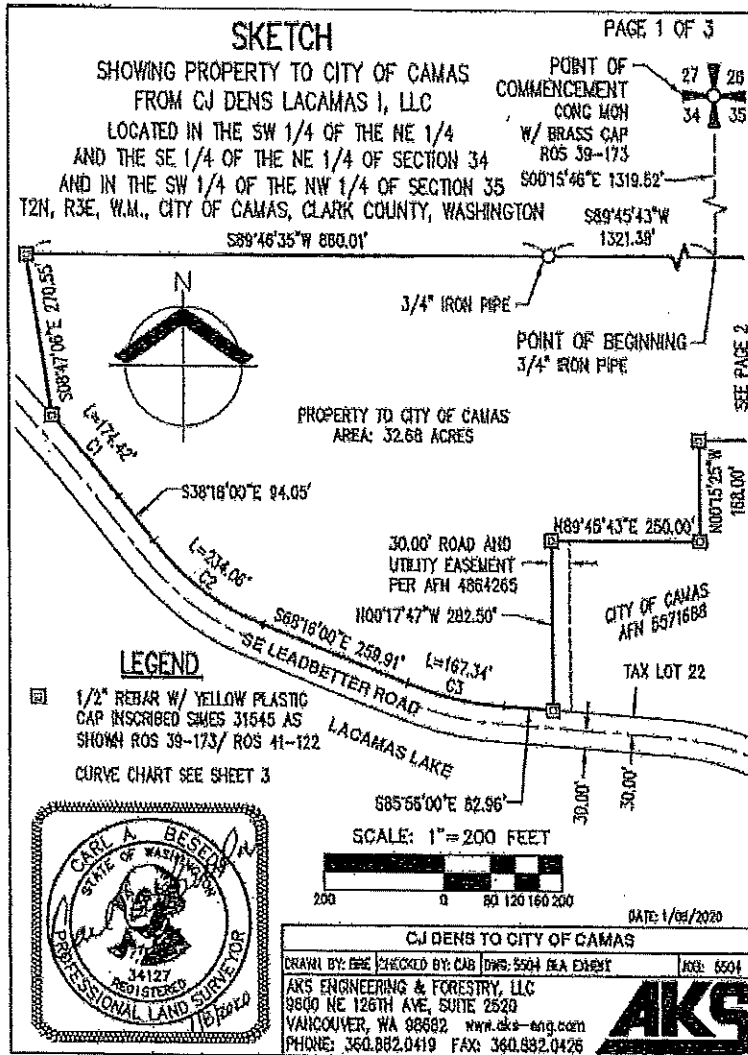
Contains approximately 32.69 acres.

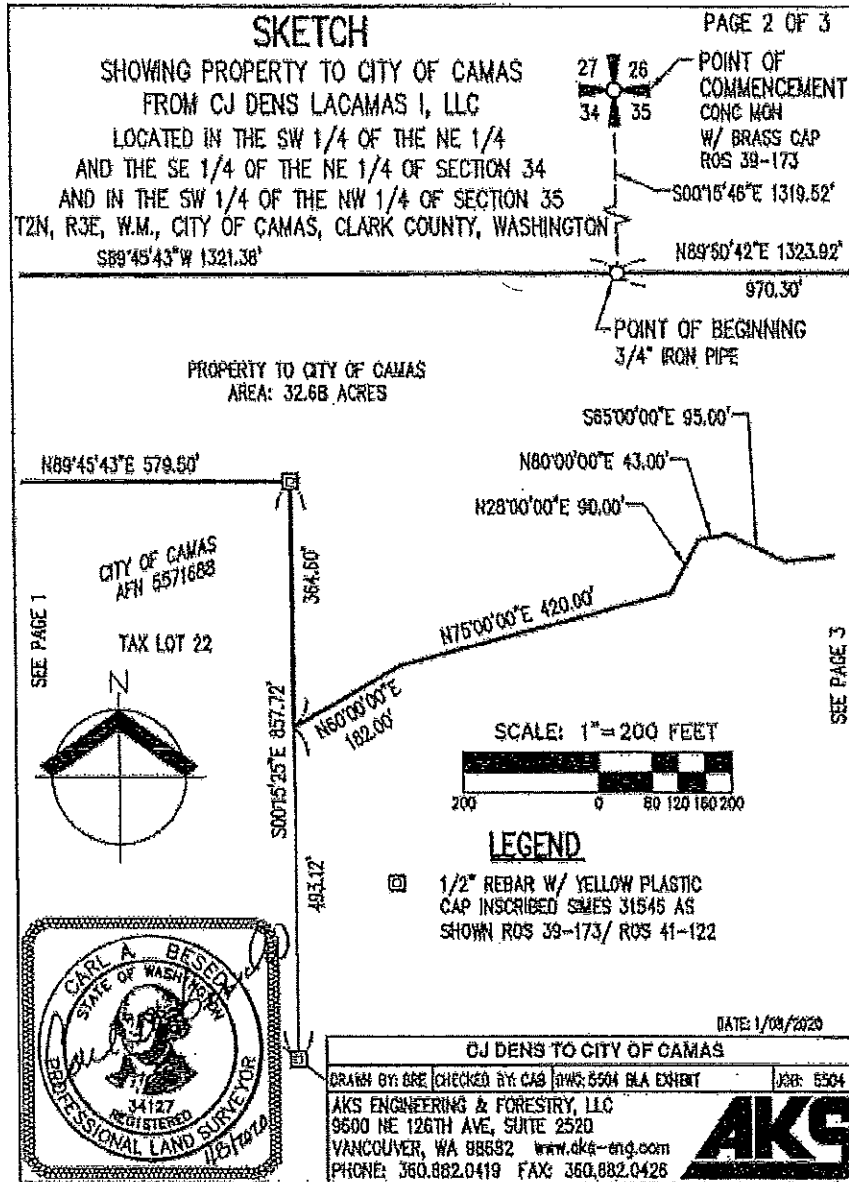
Together with and subject to easements and restriction of record.



1/8/2020

EXHIBIT B

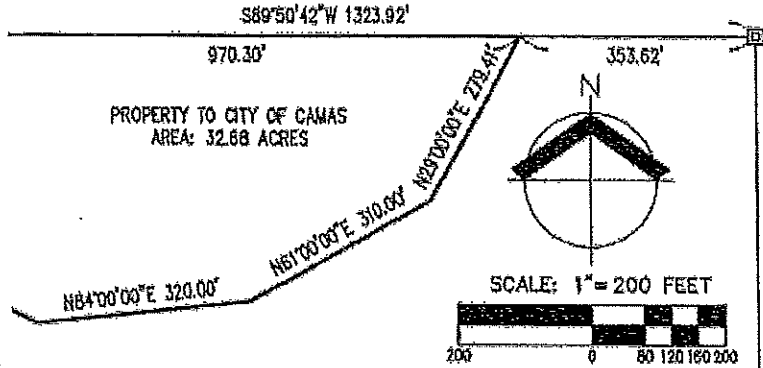




SKETCH

PAGE 3 OF 3

SHOWING PROPERTY TO CITY OF CAMAS
 FROM CJ DENS LACAMAS I, LLC
 LOCATED IN THE SW 1/4 OF THE NE 1/4
 AND THE SE 1/4 OF THE NE 1/4 OF SECTION 34
 AND IN THE SW 1/4 OF THE NW 1/4 OF SECTION 35
 T2N, R3E, W1M., CITY OF CAMAS, CLARK COUNTY, WASHINGTON



PROPERTY TO CITY OF CAMAS
 AREA: 32.68 ACRES

SCALE: 1" = 200 FEET



SEE PAGE 2

500'07.57"E 1320.61'

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	2896.59'	3°27'05"	174.42'	S40°01'32"E 174.40'
C2	447.81'	29°58'00"	234.06'	S53°17'00"E 231.40'
C3	542.70'	17°40'00"	167.34'	S77°06'00"E 166.67'

LEGEND

- 1/2" REBAR W/ YELLOW PLASTIC CAP INSCRIBED SIZES 31845 AS SHOWN ROS 39-173/ ROS 41-122

DATE: 1/08/2020



CJ DENS TO CITY OF CAMAS

DRAWN BY: BRE CHECKED BY: CAB (DWS: 5504 BJA EXHIBIT) LOG: 6504
AKS ENGINEERING & FORESTRY, LLC
 9600 NE 126TH AVE, SUITE 2520
 VANCOUVER, WA 98682 WWW.AKS-ENG.COM
 PHONE: 360.882.0419 FAX: 360.882.0426




EXHIBIT C
SELLER'S RETAINED PROPERTY

