MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("Agreement") made this day by and between the CITY OF CAMAS, a municipal corporation of the State of Washington, hereinafter referred to as "City", and ARCHERY HOLDINGS LLC, a Washington limited liability company, hereinafter referred to as "Archery".

RECITALS

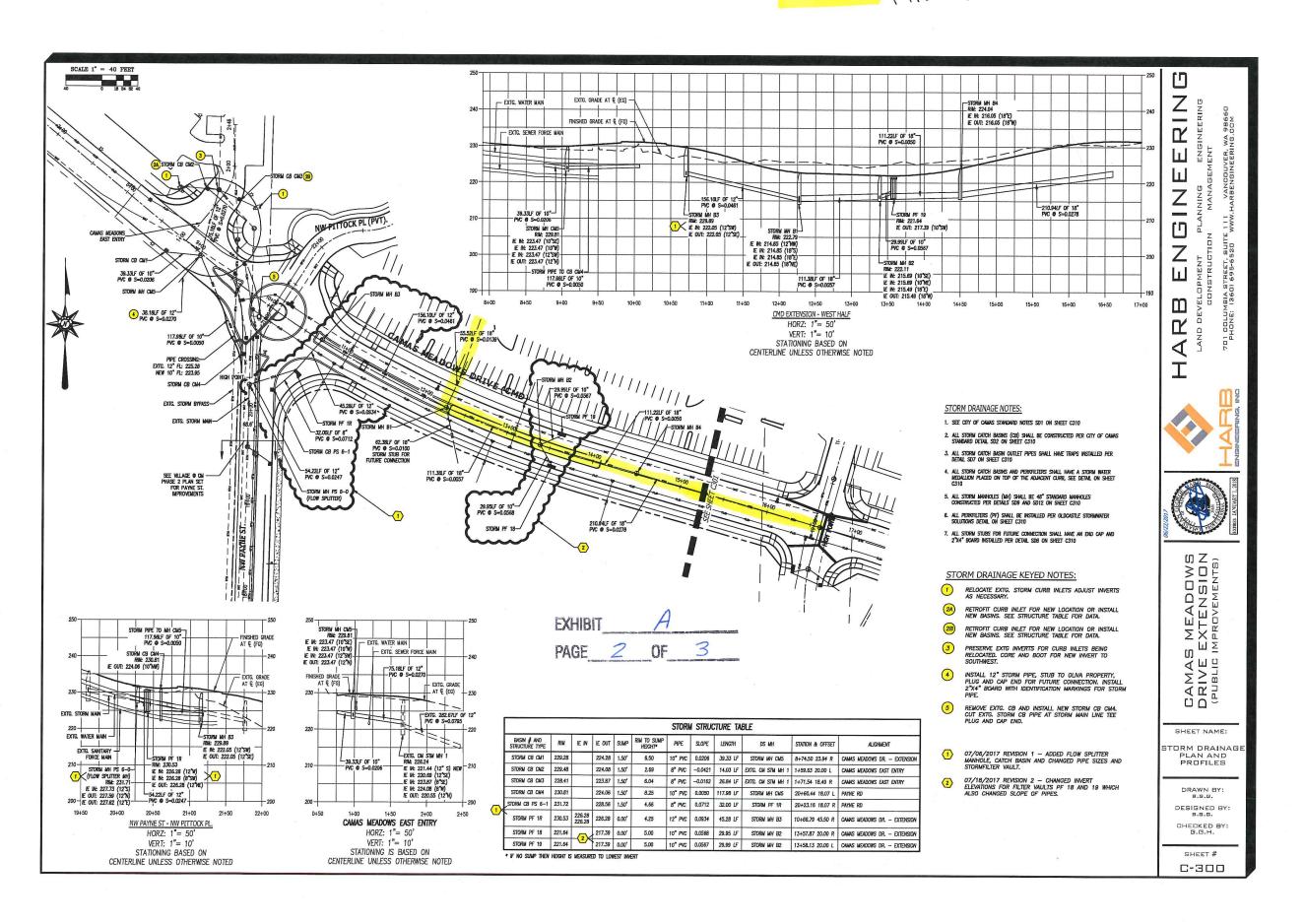
- "Archery" owns or controls certain real property which is located in the City of Camas,
 Washington.
- 2. "Archery" submitted a subdivision application under City File No. SUB15-03, and a Final Plat map thereof was approved by the City on November 6, 2017.
- 3. During the course of development of the subdivision as noted herein, "Archery" has caused to be installed a storm water collection main line (Main) for the benefits of the "Archery" property, which line has been upsized. See Exhibit "A".
- 4. The City has determined that the upsizing of the Main benefits the Larkspur Street Improvement Project (Project), as well as to certain real properties located to the west thereof.
- 5. Attached as Exhibit "B" is a cost analysis associated with the alteration of the storm water main line.
- 6. Said cost analysis indicates that the overall reimbursement for the upsizing is the amount of \$20,942.64, which the City has agreed to pay pursuant to this agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, CITY AND ARCHERY AGREE AS FOLLOWS:

- 1. The City will collect the storm water from the Project and, at its discretion, direct the storm water through the Main.
- 2. Within 30 days of execution of this memorandum, the City shall pay the sum of \$20,942.64 to "Archery".

- 3. This Agreement is binding on and shall inure to the benefit of the parties and their successors and assigns.
 - 4. This Agreement shall be enforceable by the parties in accordance with Washington law.
- 5. This Agreement shall not in any way supplant the development process and requirements

as provided by local, state, and federa	l codes, regulations, and standards.
DATED this day of	, 2019.
uni uni	
"CITY OF CAMAS"	"ARCHERY HOLDINGS LLC"
By:	By:
Title:	Title:
STATE OF WASHINGTON)) ss:	
County of Clark)	
satisfactory evidence that he/she signed	
	Notary Public for State of Washington
	Residing at My Commission Expires:
STATE OF WASHINGTON)) ss: County of Clark)	
satisfactory evidence that he/she signed	appeared personally before me and that I know or have I this instrument as the of "Archery" at the be his/her free and voluntary act for the uses and purposes
	, 2019.
	Notary Public for State of Washington Residing at
	My Commission Expires:



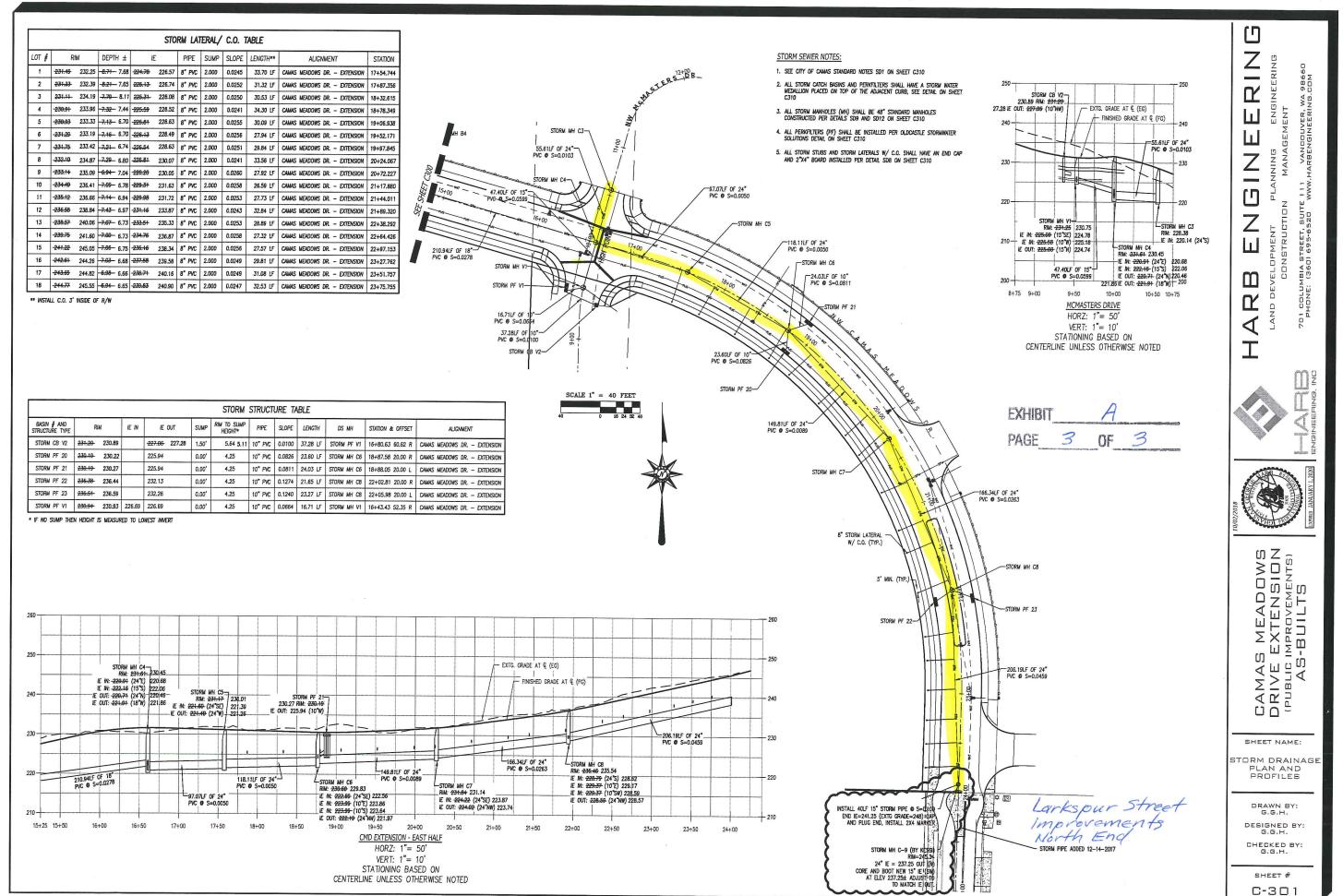


EXHIBIT B COST ANALYSIS

INSTALLED COST DIFFERENCE FOR PIPE SYSTEMS (AS-BUILT) AND SIZED FOR PARKLANDS THE VILLAGE DEVELOPED AND THE OFFSITE AREA AS PRESENT CONDITION

Determine pipe size installed cost totals

Offsite Pre-developed - Line A and B **Extg Condition** As-Built (FBO) Downstream Pipe Length Pipe Install Total Install Upstream Pipe Total Structure Structure Length cntr to cntr Size Cost Cost Cost Cost (\$/LF) (\$/LF) ID ID ID (ft) (in) (\$) (\$) MH C4 MH B4 210.9 75.79 \$15,987.14 FBO 18 **EXTG** 18 75.79 \$15,987.14 FBO MH B4 MH B2 111.2 18 75.79 \$8,429.36 **EXTG** 18 75.79 \$8,429.36 MH B2 MH B1 111.4 18 FBO B-2 75.37 \$8,394.71 **EXTG** 61.37 \$6,835.39 12 MH B1 MH A2 B-1 188.8 18 81.57 \$15,400.42 FBO **EXTG** 81.57 \$15,400.42 FBO MH A2 MH A1A A-1A 184.0 15 88.91 \$16,359.44 88.91 \$16,359.44 **EXTG** MH A2 MHA1B 170.0 89.79 \$15,264.30 FBO A-1B 15 **EXTG** 89.79 \$15,264.30 FBO MH A1B MH C1 A1B-C1 180.0 24 87.73 \$15,791.40 **EXTG** 72.75 \$13,095.00 18 MH A1A MH A1B AIA-A1B 124.0 90.81 \$11,260.44 FBO 24 74.36 \$9,220.64 **EXTG** 18 1069.4 Total \$100,591.69

Total \$106,887.21 Increase \$6,295.52

						Extg Condition		As-Built (FBO)	
	Upstream	Downstream	Pipe	Pipe Length	Pipe	Install	Total	Install	Total
	Structure	Structure	Length	cntr to cntr	Size	Cost	Cost	Cost	Cost
	ID	ID	ID	(ft)	(in)	(\$/LF)	(\$)	(\$/LF)	(\$)
FBO	MH C9	MH C8	C-8	200.0	24			102.21	\$20,442.00
EXTG					18	85.78	\$17,156.00		
FBO	MH C8	MH C7	C-7	166.3	24			121.85	\$20,263.66
EXTG					18	85.78	\$14,265.21		
FBO	MH C7	MH C6	C-6	149.8	24			91.91	\$13,768.12
EXTG					24	91.91	\$13,768.12		
FBO	MH C6	MH C5	C-5	118.1	24			94.76	\$11,191.16
EXTG					24	94.76	\$11,191.16		
FBO	MH C5	MH C4	C-4	96.4	24			98.63	\$9,507.93
EXTG					24	98.63	\$9,507.93		
FBO	MH C4	MH C3	C-3	55.6	24			95.94	\$5,334.26
EXTG					24	95.94	\$5,334.26		
FBO	MH C3	MH C2	C-2	134.0	18			73.79	\$9,887.86
EXTG					15	69.83	\$9,357.22		
FBO	MH C2	MH C1	C-1	158.5	18			73.79	\$11,695.72
EXTG					15	69.73	\$11,052.21		
						Total	\$91,632.11	Total	\$102,090.70

Extg Condition	As-Built (FBO)			
\$100,591.69	\$106,887.21			
\$91,632.11	\$102,090.70			
\$192,223.80	\$208,977.91			

Cost Difference \$16,754.11

Total Reimbursement with Additional 25% for engineering, design, and development costs \$ 20,942.64

\$10,458.59

Increase