

MEMORANDUM OF UNDERSTANDING
(TRANSPORTATION ISSUES)

THIS MEMORANDUM OF UNDERSTANDING (“**MOU**”) is made and entered into as of this ____ day of _____, 2020, by and between **GME Development, LLC** (“**GME**”) and **The City of Camas** (“**City**”). The term GME as used herein shall also refer to any successor owner of the GME Property.

RECITALS

A. GME is the owner of real property located in Camas, Clark County, Washington identified as _____ (“**GME Property**”).

B. Located adjacent to the GME Property is land owned by the Washington Department of Natural Resources (“**DNR**”). A portion of such land is referred to herein as the “**DNR Property**” and a legal description of the DNR Property is attached as Exhibit A hereto.

C. The DNR Property is required for future right-of-way and the construction of future transportation infrastructure improvements.

D. By separate agreement, the City will engage with DNR and oversee the acquisition of a portion of the DNR Property.

E. The parties are entering into this MOU to provide detail regarding each party’s obligations with regard to the acquisition of the DNR Property.

AGREEMENT

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

1. Acquisition of DNR Property

1.1. Commencing upon the mutual execution of this MOU, the City will engage with DNR towards the City’s purchase of the DNR Property. The City will obtain an appraisal of the DNR Property and upon approval by DNR, will acquire the DNR Property and cause the same to be available for future right-of-way and transportation infrastructure development.

1.2. The parties agree that GME shall reimburse the City for all costs the City incurs to acquire the DNR Property including, but not limited to, all appraisal costs, closing costs and the amount the City pays to DNR to acquire the DNR Property. The City shall provide an accounting to GME detailing all costs the City has incurred with supporting documentation and within ten (10) business days following receipt, GME will provide reimbursement to the City.

1.3. No provision within this MOU shall be deemed to modify any previously adopted Condition of Approval.

2. MISCELLANEOUS PROVISIONS

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

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

Notices to:

GME Development, LLC
P.O. Box 61426
Vancouver, WA 98666
Phone: (503) 539-6859

With a copy to:

Christian Scott
Stoel Rives, LLP
760 SW 9th Avenue, Suite 3000
Portland, OR 97205
Tel: (503) 294-9203

Notices to:

City of Camas
Attn: City Administrator
616 NE 4th Avenue
Camas, WA 98607
(360)834-6864

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

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

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

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

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

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

2.9. **Representation.** Each party to this MOU consulted its own counsel regarding the terms of this document. The parties agree that any interpretation of the language contained herein shall not be construed against the drafter.

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

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

GME Development, LLC, a Washington limited liability company

By: _____
Name: _____
Title: _____

The City of Camas, Washington

By: _____
Name: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF DNR PROPERTY

EXHIBIT "A"
LEGAL DESCRIPTION FOR GME DEVELOPMENT, LLC
RIGHT-OF-WAY DEDICATION

January 10, 2020

A parcel of land situate in the Northwest quarter of the Southwest quarter of Section 21, Township 2 North, Range 3 East of the Willamette Meridian in the City of Camas, Clark County, Washington and being a portion of Parcel II of that property conveyed to the State of Washington by deed recorded under Auditor's File Number 4894932 D, records of Clark County, Washington, described as follows:

COMMENCING at the Northwest corner of said Section 21;

THENCE South $88^{\circ} 40' 59''$ East along the North line of the Northwest quarter of said Section 21, a distance of 213.21 feet;

THENCE South $01^{\circ} 19' 01''$ West 3454.78 feet to the intersection of the Northerly right of way line of N.E. Goodwin Road and the Westerly right of way line of N.E. Ingle Road, both of said right of way lines being 30.00 feet distant from, when measured perpendicular to, the respective centerlines of said roads and the TRUE POINT OF BEGINNING;

THENCE North $46^{\circ} 15' 59''$ West, along said West right of way line of Northeast Ingle Road, a distance of 8.77 feet to the 830.00 foot radius curve to the right;

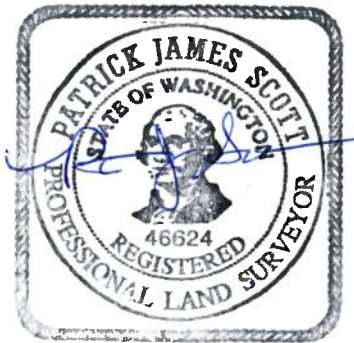
THENCE along said 830.00 foot radius curve to the right and along said West right of way line line of Northeast Ingle Road, through a central angle of $3^{\circ} 35' 58''$, an arc distance of 52.14 feet;

THENCE South $06^{\circ} 12' 10''$ East, a distance of 79.28 feet to said North right-of-way line of Northeast Goodwin Road;

(360) 695-1385
222 E. Evergreen Blvd.
Vancouver, WA
98660

THENCE North 43° 58' 00" East, along said North right-of-way line of Northeast Goodwin Road, a distance of 49.39 feet to the TRUE POINT OF BEGINNING.

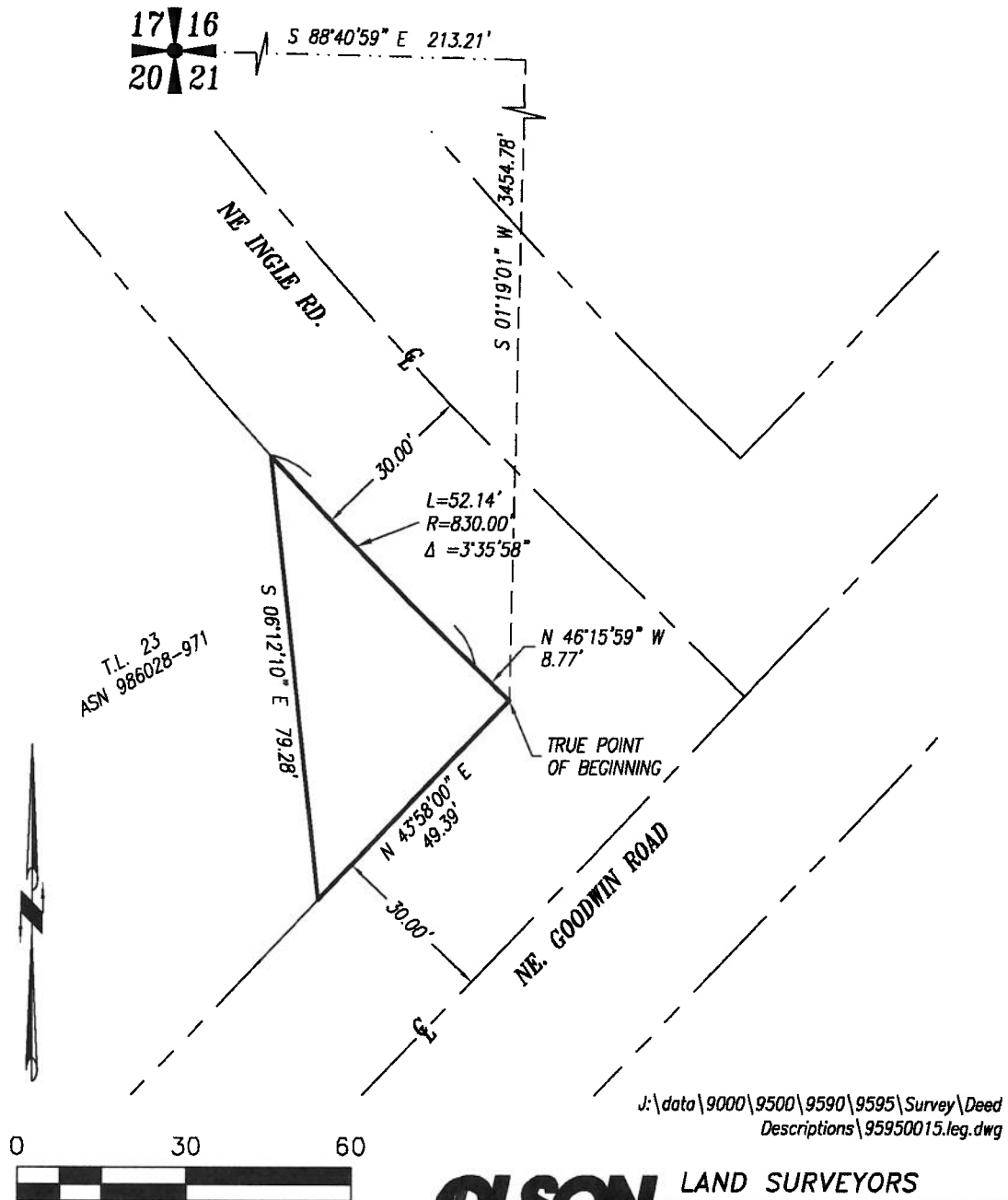
Contains 1,482 square feet, more or less.



1-13-2020

EXHIBIT "A"
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
FOR RIGHT-OF-WAY DEDICATION

A PORTION OF ASN 986028-971, LYING IN THE NW 1/4 OF THE SW 1/4,
 SECTION 21, T. 2 N., R. 3 E., W.M.,
 CLARK COUNTY, WASHINGTON



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OLSON LAND SURVEYORS
 ENGINEERS
 ENGINEERING INC. 222 E. EVERGREEN BLVD., VANCOUVER, WA 98660
 1-360-695-1385
 1-503-269-9936