

INTERLOCAL AGREEMENT FOR CONSERVATION FUTURES FUNDING

A.01 PURPOSE

This Interlocal Agreement sets forth the terms and conditions by which Clark County, Washington, shall provide funds from its Conservation Futures Account, pursuant to RCW 84.34.210 and Chapter 3.24 of the Clark County Code, to the City of Camas, hereinafter identified as the Contracting Party, for the purpose of acquiring fee simple or lesser interest in open space, farm land, or timber land, as such are defined in RCW 84.34.020.

A.02 AUTHORITY

This Interlocal Agreement by and between Clark County, Washington, and the Contracting Party is authorized by Chapter 39.34 of the Revised Code of Washington, which permits a governmental unit to contract for the use of land for park purposes by private negotiation with consent from the Board of County Commissioners. In addition, this Agreement is further contemplated by RCW 84.34, for the preservation and continued availability of open space lands to assure the use and enjoyment of natural resources and scenic beauty for the benefit of all citizens.

A.03 PROJECTS DESCRIPTION

The Contracting Party's application to Clark County is attached hereto, Marked as Exhibit A and is incorporated herein by this reference. The Application is the Contracting Party's notification of its intent and commitment to implement and manage the following two projects in conformance with local and state goals and objectives. The projects are described as: (a) Fallen Leaf Lake; and (b) Lower Washougal River Greenway. Specific legal descriptions of each project are to be attached to the Deeds of Right, to be filed and recorded herewith.

A.04 FUNDING OF PROJECTS

The total cost of the property to be acquired under terms of this Agreement is estimated by the Contracting Party to be \$2,030,000 for the Fallen Leaf Lake Projects and \$45,000 for the Lower Washougal River Greenway Projects.

Clark County agrees to pay a total of \$380,000, or 18.7 percent of the total estimated project cost, or the same percentage of fair market value, whichever is less for the purchase of the Fallen Leaf Lake Project. Clark County also agrees to pay a total of \$30,000, or 66.7 percent of the total estimated project cost, or the same percentage of fair market value, whichever is less for the purchase of Lower Washougal River Greenway Project. The funding provided is limited in its use to the acquisition of the real property or the costs of title insurance, appraisals and surveys.

Fair market value shall be determined utilizing professional appraisal procedures. Both a fair market appraisal and a review appraisal are required. If federal funds are anticipated to be used in the acquisition, the appraisal must be in compliance with the Uniform Appraisal Standards for

Federal Land Acquisitions (USASFLA). If no federal funding is involved, the appraisal shall comply with Uniform Standards of Professional Appraisal Practice (USPAP), with modifications as follows:

- 1) Extraordinary Assumptions and Hypothetical Conditions must be clearly listed and justified in the appraisal report;
- 2) Appraisals must consider existing encumbrances;
- 3) The restricted format for reporting appraisals is not acceptable; and
- 4) Appraisers must provide a specific point value, rather than a value range.

Both the fair market appraisal and the review appraisal reports must be prepared by qualified real estate appraisers having designation from the Members of the American Institute of Real Estate Appraisers (MAI). The cost of the appraisal, review appraisal and related administrative costs shall be paid by the Contracting Party. The Contracting Party may request reimbursement from the County for the cost of the land, appraisal and review appraisal, provided that the total amount of reimbursement sought from the county, does not exceed a) \$380,000 for the Fallen Leaf Lake Project and b) \$30,000 for the Lower Washougal River Greenway Project.

In the event fair market value exceeds the Contracting Party's estimated projects cost, the Board of County Commissioners, at its discretion, may increase the approved funding allocation to cover fair market value of the property to be acquired. A written request to this effect should be submitted by the Contracting Party to the Conservation Futures Program Manager, acting as program staff for the Board of Commissioners. The request shall include a copy of the appraisal report and appraisal review. The program manager shall notify the Contracting Party of the Board's decision within thirty (30) days of the receipt of the request, or as soon thereafter as is practicable. In the event the Board of Commissioners does not agree to increase the approved funding allocation, there shall be no obligation by Clark County to fund the projects beyond the originally designated amount.

A.05 STATEMENT OF DIFFERENCE IN VALUE

If the properties are to be purchased for less than the approved fair market value, a letter from the seller must be submitted that acknowledges that the seller was aware of the approved fair market value and that the seller's decision to sell at less than fair market value was made of his/her own free will.

A.06 REAL PROPERTY ACQUISITION PROCEDURES

The Contracting Party agrees to comply with the terms and intent of the Clark County Code Chapter 3.24, and RCW Chapter 84.34, as now or may be amended, to the extent such amendment is applicable under the law.

A.07 CONTINGENCIES

The duty of Clark County to pay out funds under this contract depends on:

- A. Strict compliance by the Contracting Party with the terms of this contract, and
- B. The availability of funds in Clark County's Conservation Futures Account.

A.08 ACQUISITION PERIOD

The Contracting Party shall have two years from execution of this interlocal agreement by the Board of Clark County Commissioners to complete the acquisition projects, as described in the Contracting party's attached Projects Application.

The Board of County Commissioners may extend the acquisition period at its discretion. To secure an extension, the Contracting Party shall send written notice to the Conservation Futures Program Manager, acting as program staff for the Board of Commissioners, at least thirty (30) days prior to the end of the acquisition period. The notice shall state the need for an extension and explain the reasons for the request. The program manager shall notify the Contracting Party of the Board's decision within thirty days of receipt of the request, or as soon thereafter as is practicable.

Any projects that has not been completed within the acquisition period, and for which no extension has been granted, shall be considered withdrawn and all allocated funds not expended for a permitted purpose shall returned to Clark County. The Contracting Party agrees to notify the Conservation Futures Program Manager of any circumstances or events during the acquisition period (such as an owner indicating he is no longer a willing seller) which will cause the termination of efforts to acquire the subject properties.

The Contracting Party, on forms provided, will advise Clark County at least once every six months of their progress, upon reimbursement to the Contracting Party for all reasonable and appropriate expended costs incurred during the acquisition period.

The program staff shall review all easements, restrictions, and other encumbrances that appear in the preliminary title insurance policy to assure that they are acceptable to Clark County considering the Conservation Futures purposes for which the land is to be acquired. Clark County will not release funds for land purchases until this requirement is met.

A.09 DURATION OF INTERLOCAL AGREEMENT

This Interlocal Agreement shall remain in effect in perpetuity, except as otherwise provided for in the "Acquisition Period" section of this Agreement.

A.10 RELATIONSHIP OF PARTIES

The Clark County Board of Commissioners imposed the Conservation Futures levy to provide a reliable and predictable funding source to help acquire interest in open space, farm land, timber land, and certain classifications of park property. The projects described herein, however, are the sole projects of the Contracting Party and not Clark County. The purpose of this Agreement is to provide the Contracting Party monetary assistance which will enable it to complete the Projects described herein. Clark County will not acquire any ownership interest in the subject properties by virtue of this Agreement, nor will Clark County assume any responsibility for improving or managing the properties.

The Contracting Party shall be solely responsible for the management of the Projects within the terms and conditions of this Agreement and all applicable law. Furthermore, Clark County shall not be deemed a party to any contract between the Contracting Party and any third party by reason of having entered into this Agreement.

A.11 OTHER ORGANIZATIONS

No separate legal or administrative entity shall be created by this Agreement.

A.12 PERFORMANCE

The Contracting Party agrees to manage the subject property in a manner consistent with the legislative declarations and objectives set forth in RCW Chapter 84.34, and Chapter 3.24 of the Clark County Code. Moreover, the Contracting Party recognizes that boards of county commissioners are the only legislative authority empowered to impose the Conservation Futures levy and that the Board of Clark County Commissioners, having done so, has the responsibility to assure proper use and administration of the Conservation Futures Fund and has a corresponding interest in the management of all properties acquired with the fund. Therefore the Contracting Party shall operate and maintain the subject properties as follows:

- A. The properties and any improvements to the properties shall be kept safe and clean; and
- B. The Contracting Party shall make reasonable efforts to control nonconforming uses, including but not limited to hunting or poaching in wildlife preserves and sanctuaries; and
- C. Sanitation and sanitary facilities shall be maintained in accordance with applicable state and local public health standards; and
- D. The Contracting Party shall submit to the Conservation Futures Program Manager any plans for improving the subject properties to assure federal, state, and local compliance. This does not apply to routine maintenance. Improvements that may be allowed under terms of the statute, the plans for which, in any event, should be submitted to the Program Manager, include but are not limited to picnic tables, viewpoints, rest areas, docks, benches, boat launches, restrooms, accessory structures, retaining walls requiring engineering, and parking lots. Work shall not commence without written approval from the Conservation Futures Program Manager. Though Clark County shall be given the opportunity to review plans for improvements, this should not be construed to mean that Clark County shall participate in the funding of improvements; and
- E. The Contracting Party shall submit to the Conservation Futures Program Manager any proposals for lease-back agreements, as provided in RCW 84.34.210, easements, rights-of-way, or other conditions or restrictions which limit the use of or alter the character of the subject properties. Any such proposal shall be reviewed for statutory compliance and consistency with proposed plans and uses as stated in the Contracting Party's grant application at the time of funding approval at the sole discretion of Clark County. The Contracting Party shall not

consummate any such proposal without advance written consent of the Conservation Futures Program Manager; and

F. The properties shall be kept open for public use at reasonable hours and times of year. Clark County recognizes, however, that appropriate hours may vary considerably depending on the type of interest that has been acquired, and the existence of leaseback or other agreements that might properly limit public access; and

G. The properties shall be open for the use of all segments of the public without restriction because of the race, creed, color, sex, religion, national origin or residence of the user; and

H. Roads, trails, tables, benches, and other improvements shall be kept in reasonable repair throughout their estimated lifetime, so as to prevent undue deterioration that would discourage public use; and

I. The Contracting Party shall operate and maintain the facilities in accordance with all applicable federal, state, and local laws and regulations; and

J. The Contracting Party shall execute and record a Deed of Right in substantially the same form as Exhibit B, attached hereto and made a part of this agreement, at the time of property acquisition to guarantee that the restrictions imposed by Conservation Futures Program funding are in the chain of title to the subject properties.

A.13 USER FEES AND CHARGES

User or other types of fees may be charged in connection with areas that are the subject matter of this Agreement, provided that the fees and charges are commensurate with the value of recreation services or opportunities furnished and are within the prevailing range of public fees and charges within the state for the particular activity involved.

A.14 CONVERSION

The Contracting Party for and in consideration of monies coming in whole or in part from Clark County's Conservation Futures Fund, shall dedicate the properties to be acquired under terms of this Agreement in perpetuity for the public's use and enjoyment and to promote the purposes of Conservation Futures.

The Contracting Party will not make or permit to be made any use of the real properties described in this Agreement, or any part of it, which is inconsistent with those chapters of the Clark County Code and Revised Code of Washington that govern the use of Conservation Futures funds, or any use which is inconsistent with the purposes and improvements as described in the Contracting Party's grant application at the time of funding approval, unless the Board of Clark County Commissioners consents to the inconsistent use. Clark County shall approve any such conversion only upon conditions where the Contracting Party can assure it will acquire substitute properties which are of equal or greater value at the time of conversion, which, to the

extent feasible, are equivalent in usefulness and location, and which also meet the goals and objectives of the Conservation Futures Program.

A.15 REMEDIES

In the event the Contracting Party fails to comply with any or all of its obligations under this Agreement, specific performance shall be the remedy preferred by Clark County.

The remedy of specific performance shall not be the sole remedy and does not serve to exclude any and all other remedies available to Clark County. Clark County may choose to exercise any and all other remedies available together with, or as an alternative to, specific performance, at the sole option of Clark County.

A.16 REPORTS AND INSPECTIONS

The Contracting Party, in cooperation with the Conservation Futures Program Manager, shall prepare a final report upon completion of the above described Projects or its early termination for presentation to the Board of Clark County Commissioners. The report shall include a final accounting of all expenditures and a description of the work accomplished. If the any of the two Projects are terminated early, the report shall provide a full explanation of the reasons for not completing the Projects. The Contracting Party also agrees to provide interim status reports during the acquisition period as may be requested by the Conservation Futures Program Manager.

Property and improvements acquired under terms of this Agreement shall be available for inspection by the Conservation Futures Program Manager, or his designee, upon request. As a matter routine, Clark County shall maintain the right to conduct an on-site inspection approximately once a year to assure that the properties are being operated, maintained, and used in accordance with this Agreement.

A.17 ASSIGNMENT

This Agreement shall not be assignable in whole or in part by the Contracting Party except with the express advance written consent of the Board of Clark County Commissioners.

A.18 HOLD HARMLESS

The Contracting Party agrees to defend and hold harmless, Clark County, Washington, the Board of Clark County Commissioners and any employees, officials, agents, or elected officials thereof from any and all suits at law or equity or claims or demands, or any loss of any nature, including but not limited to costs and attorneys' fees, suffered, or alleged to be suffered, on the premises, or arising out of use, improvements, operation, or management of the subject properties and/or the Projects.

Clark County, Washington and all employees, officials, agents, or elected officials thereof, agrees to defend and hold harmless the Contracting Party from any and all suits of law or equity

or claims or demands, or any loss of any nature, including, but not limited to, costs and attorney's fees, suffered, or alleged to be suffered, as a result of any act or omission on the part of Clark County, Washington, their employees, officials, agents or elected officials, on the premises.

A.19 NOTICES

Any notices, requests, consents, approvals, and other communications shall be in writing and shall be deemed to have been sufficiently given for all purposes when delivered by hand, or within three days of being mailed by U.S. mail first class postage or certified mail, postage prepaid, addressed as follows:

A. Notice to Clark County

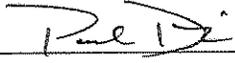
TO: Conservation Futures Program Manager
Clark County Environmental Services Department
P.O. Box 9810
Vancouver, Washington 98666-9810

B. Notice to the Contracting Party

TO: Lloyd Halverson who serves in the capacity as City Administrator for the Contracting Party and who has been designated as the Contracting Party's liaison officer for the purposes of this Agreement, or to such other officer or address as the Contracting Party shall have furnished to the Conservation Futures Program Manager in writing.

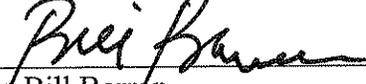
Signed by the Contracting Party on this 18 day of NOVEMBER, 2010

CITY OF CAMAS


By: Paul Dennis
Mayor, City of Camas

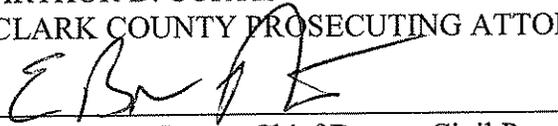
Signed by Clark County on this 7th day of December, 2010

CLARK COUNTY


By: Bill Barron,
County Administrator

APPROVED AS TO FORM ONLY:

ARTHUR D. CURTIS
CLARK COUNTY PROSECUTING ATTORNEY

A handwritten signature in black ink, appearing to read 'Bronson Potter', written over a horizontal line.

By: Bronson Potter, Chief Deputy Civil Prosecuting Attorney

EXHIBIT A

PROJECT APPLICATIONS

Project Name

Fallen Leaf Lake

Sponsoring Agency

Agency: City of Camas
Contact: Jerry Acheson
Phone: 834-5307
Address: Camas Parks and Recreation
P.O. Box 1055
Camas, WA. 98607

Project Location

The project surrounds Fallen Leaf Lake and is located approximately 1 mile north of downtown Camas via Everett Street (SR-500). A short access road leads from SR-500 into the property just north of NW 23rd Street.

Existing Conditions

New Site/Addition: Addition
Total Acres: 55 acres
No. of Parcels: 4
Zoning: R-10
Existing Structures: Picnic Shelter, restrooms, parking, sand volleyball Court, walking paths.
Waterfront: Fallen Leaf Lake
Shoreline: 5,000 lineal feet

Current Use: This property is owned by Koch Industries/Georgia Pacific and has served for decades as a private, company park. While the primary user group is the company's employees, community groups have also been allowed to reserve the park for special events and it has been a popular site for weddings, family picnics, and similar events. The property provides opportunities for hiking, swimming, picnicking, and other light-impact recreation, and the surrounding open space includes extensive shoreline, wetlands, and forested uplands. Koch Industries recently decided to sell the property, and the park has been closed to public access.

Site/Project Description

This project will acquire 55 acres of shoreline, wetlands, and forested uplands including 20-acre Fallen Leaf Lake. The project will acquire the entire shoreline of the lake, and borders 45 acres of forested hillsides that were purchased with Conservation Futures funds in 1997. The hillside properties are currently managed by the Columbia Land Trust and will eventually be transferred to the city of Camas under terms of a Memorandum of Understanding. As noted above, this site has historically served as a private park; improved facilities include a picnic shelter, restrooms,

and sand volleyball court, which are grouped on the east side of the lake. The property provides easy water access for canoes and kayaks.

On a larger scale, this project is a key element within the city's vision for a linked system of waterfront parks and habitat lands known as the Lacamas Corridor. This system includes Lacamas, Round, and Fallen Leaf Lakes, and Camas and other partners have already preserved over 800 acres within the system. The project site itself provides opportunities for hiking, canoeing and kayaking, picnicking, and other light-impact recreation, and will become a destination point along the city's 8-mile Lacamas Heritage Trail that extends from the north end of Lacamas Lake to the Washougal River. While located in a heavily developed urban area, the lake and surrounding forest lands provide park visitors with the feeling that they are in a remote or sanctuary-like setting.

This project is identified as a top priority in Clark County's Conservation Areas Acquisition Plan, Camas Parks and Recreation Plan, and City of Camas Lacamas Corridor Master Plan. The project expands an existing Conservation Futures Project and the acquisition has already been awarded \$1.5 million from the federal Land and Water Conservation Fund and Washington Wildlife and Recreation Program. A complete funding profile is provided below.

Proposed Improvements and/or Uses

The existing recreation facilities (picnic shelter, sand volleyball court, and canoe access) are localized on about 5 acres on the east side of the lake. Hiking trails extend on the forested hillsides around the lake. The primary public use area will continue to focus on the existing group picnic area, while the surrounding forestlands will be retained for hiking, wildlife viewing, and open space.

Type of Interest

Fee or Easement: Fee

Does this project involve Relocation: No

Project Cost

Estimated Acquisition:	\$2,000,000
Estimated Transaction:	\$ 30,000
Total Project:	\$2,030,000

Total Contribution from non-CF Sources:	\$1,000,000 (WWRP Grant)
	\$500,000 (LWCF Grant)
	<u>\$150,000 (City Funds)</u>
	\$1,650,000

Total Request from Conservation Futures: \$380,000

Project Name

Lower Washougal River Greenway

Sponsoring Agency

Agency: City of Camas
Contact: Jerry Acheson
Phone: 834-5307
Address: Camas Parks and Recreation
P.O. Box 1055
Camas, WA 98607

Project Location

3010 NE 3rd Avenue, Camas. The site is on the north side of the Washougal River, immediately below the NW 3rd Avenue Bridge. The site borders the existing Lower Washougal River Greenway to the west.

Existing Conditions

New Site/Addition: Addition
Total Acres: 0.90 acres
No. of Parcels: Two – One full and one partial
Zoning: RC
Existing Structures: None
Waterfront: Washougal River
Shoreline: 235 lineal feet

Current Use: This property is owned by Marwan and Jacqueline Bahu and Howard and Lorena Reser. The area of acquisition is undeveloped open space, however, a former bowling alley is located on the parcel proposed for partial acquisition. A proposed commercial redevelopment on the bowling alley parcel suggests using portions of the intended acquisition area for a parking lot. A boundary line adjustment is contemplated that will segment off the developed portion of the property from the intended area of acquisition. An informal trail leads from Third Avenue through the property to the shoreline of the Washougal River.

Site/Project Description

The project involves acquisition of 0.90 acres of shoreline, riparian areas and uplands on the lower Washougal River. The Property is one of the last remaining parcels that will establish the complete north shore of the Washougal River in City ownership from Lacamas Creek to the Eastern City limits.

As noted above, the site is threatened by commercial development. A preliminary development proposal sites a 35-car parking lot on the subject property. Current shoreline regulations would allow for such use with a conditional use permit.

The project is highly consistent with numerous planning documents. Plans such as:

- Camas Parks and Recreation Plan (2007)
- Conservation Futures Plans (1985-2004)

- Conservation Areas Acquisition Plan (2004)
- Clark County Regional Parks, Recreation and Open Space Plan (2007)
- Clark County Trails and Bikeways Plan (2005)
- Lower Columbia Salmon Recovery Plan (2004)
- Lacamas Corridor Master Plan (2001)

This project is part of a 20-year vision to establish a contiguous greenway system on the lower Washougal River. The existing system includes over 105.5 acres. The Washougal River Greenway provides a variety of opportunities for hiking, picnicking, fishing, kayaking/canoeing and other light impact recreation.

Proposed Improvements and/or Uses

Improvements will be limited to light impact recreation.

Type of Interest

Fee or Easment: Fee

Does this project involve relocation: No.

Project Cost

Estimated Acquisition: \$40,000

Estimated Transaction: \$5,000

Total Project Cost: \$45,000

Total Contribution from non-CF Sources: \$15,000

Total Request from Conservation Futuris: \$30,000

EXHIBIT B

DEED OF RIGHT

For Public Use of Land
Acquired Under the Clark County
Conservation Futures Program

The Contracting Party, City of Camas, for and in consideration of monies coming in whole or in part from the Conservation Futures Account, as established by Chapter 3.24 of the Clark County Code, and in fulfillment of terms contained in the Agreement identified below, conveys and grants to Clark County, Washington, individually and as the representative of all the people of Clark County, the right to use the real property described in Exhibit A, attached hereto and incorporated herein, forever for those purposes described in RCW 84.34, and the Agreement signed by the Contracting Party on the _____ day of _____, _____, and by Clark County on the _____ day of _____, _____, and which is entitled: _____ . A copy of such Agreement is attached hereto as "Exhibit B" and its terms are incorporated herein.

The Contracting Party will not make or permit to be made any use of the real property described in this deed, or any part of it, which is inconsistent with those chapters of the Clark County Code and Revised Code of Washington that govern the use of Conservation Futures Funds, or any use which is inconsistent with the purposes and improvements as described in the Contracting Party's grant application at the time of funding approval, unless the Board of Clark County Commissioners consents to the inconsistent use. Clark County shall approve any such conversion only upon conditions where the Contracting Party can assure it will acquire substitute properties which are of equal or greater fair market value at the time of conversion, which, to the extent feasible, are equivalent in qualities, characteristics and location, and which also meet the goals and objectives of the Conservation Futures Program. Such consent shall only be valid by written agreement of the parties, recorded in the land records of Clark County.

All parties to this deed, and all successors, heirs, and assigns, shall be subject to the requirements of RCW Chapter 84.34, as may be amended, to the extent such amendment is applicable under the law.

This deed shall in no way modify or extinguish the functions of the Contracting Party under the terms and conditions set forth in the aforementioned Agreement.

Dated this 18th day of November, 2010.

CITY OF CAMAS

Paul Dennis

By: Paul Dennis
Mayor, City of Camas

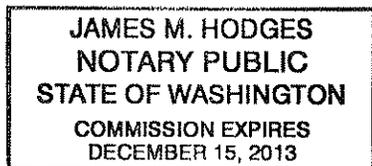
STATE OF WASHINGTON)

)

COUNTY OF Clark County)

On this 18th day of NOVEMBER, 2010, personally appeared PAUL DENNIS, to me known to be the Mayor of the City of Camas, a municipal corporation of the State of Washington, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed, of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



James Hodges
Notary Public in and for the State of Washington, Residing VANCOUVER
My appointment expires: 12/15/2013