



Application Form for Impact Fee Credit

Impact Fee Credit Applying for:

- ☒ Traffic Impact Fee ☐ Fire Impact Fee ☐ School Impact Fee
☐ Open Space Impact Fee ☐ Parks Impact Fee
☐ Water System Development Charge ☐ Sewer System Development Charge

Company Name: Sharp Electronics Corporation Work Phone: 201-529-8412
Contact Name: Bryan Schmitz
Address: 100 Paragon Drive
City: Montvale State: NJ Zip: 07645 Fax: _____
E-mail Address: schmitzb@sharpsec.com

Associated Development Proposal:

Camas Capital Facilities Plan and Transportation Impact Fee program, pursuant to Agreement attached hereto.

Case Number: _____ Parcel Number: See Attached
Site Address: See Attached

Location of Request:

Address of Location: Signal at Intersection
Intersection from: Payne Road Intersection to: Pacific Rim Boulevard
Amount of Credit Requested: \$98,025.00 (one-half of eligible credits)

The undersigned hereby certifies that this application has been made with the consent of the lawful property owner(s) and that all information submitted with this application is complete and correct. False statements, error, and/or omissions may be sufficient cause for denial of the request.

Printed Name: _____
Applicant Signature: Sharp Electronics Corporation, by counsel Date: 1/13/21

For Office Use Only:

☐ Approved
☐ Disapproved Signature: _____ Date: _____

MEMORANDUM OF UNDERSTANDING
REGARDING TRANSPORTATION IMPROVEMENTS

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into as of this 29 day of June, 2016, by and between **SHARP ELECTRONICS CORPORATION**, ("Sharp"), **CAMAS SCHOOL DISTRICT**, a Washington public school district ("CSD") and **CITY OF CAMAS**, a municipal corporation ("Camas").

RECITALS

A. Sharp is the owner of real property located in Camas, Clark County, Washington identified as Parcels 1 through 2 and 4 through 6, Tax Parcel Nos. 986033-959; 986033-960; 9866033-962; 125661-000; 125651-000 and legally described on the attached Exhibit "A". For over twenty years Sharp has owned and operated two buildings, one on Parcel 5 and one on Parcel 6 as depicted on Exhibit "B".

B. CSD has contracted to purchase Parcels 4 and 5 from Sharp and the parties intend to close the transaction on June 30, 2016. The Parcels to be acquired are to be utilized for School purposes. Execution of this MOU is part of the purchase and sale negotiations for this property.

C. CSD commissioned a traffic analysis report, which was completed by Charbonneau Engineering LLC, in May 2016, utilizing certain assumptions for school purpose use of the parcels to be acquired (hereinafter "Charbonneau report").

D. CSD's use of Parcels 4 and 5 is currently anticipated to include use of the existing building on Parcel 5 for a Project Based Learning environment with the number of students increasing over time. The Parties agree that CSD will use the building to accommodate up to 125 students in 2016/2017 and up to 250 students in 2017/2018 with limited after school activities and parent drop-off/pick-up. The vested Transportation Impact Fee trips from the office use on said parcels equates to 500 middle school students.

E. The parties hereto desire to jointly plan and provide for transportation improvements that will increase safety and reduce congestion in the area. The parties agree that the proposed improvements fully satisfy any transportation mitigation associated with CSD's occupancy of the existing building on Parcel 5 up to the maximum identified in the Charbonneau report. The parties agree that addition of students beyond this maximum or construction of additional buildings on Parcels 4 or 5 may warrant additional analysis or mitigation as determined by the City.

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. IMPROVEMENTS

1.1 At some point prior to September 1, 2018, Sharp shall cause the substantial completion of a signalized intersection at Payne Road and Pacific Rim Boulevard to be constructed with a design substantially similar to the design depicted in Exhibit "C". Preliminary design of improvements is to be submitted not later than July 1, 2017, with final design of improvements to be submitted by Sharp, to allow final review and approval by Camas no later than January 1, 2018. Sharp shall complete any punch list items necessary to obtain final acceptance by the City of the improvement no later than October 1, 2018.

1.2 At some point prior to September 1, 2018, Sharp shall cause the substantial completion of a new intersection with its current internal private road and Payne Road in the approximate location of Lacy Street ("New Payne Road Intersection") to be constructed with a design substantially similar to the design depicted in Exhibit "D" attached hereto. Preliminary design of improvements is to be submitted not later than July 1, 2017, with final design of improvements to be submitted by Sharp, to allow final review and approval by Camas no later than January 1, 2018. Sharp shall complete any punch list items necessary to obtain final acceptance by the City of the improvement shall occur no later than October 1, 2018.

1.3 At or prior to the completion and acceptance by Camas and the operation of: (1) the signalized intersection at Payne Road and Pacific Rim Boulevard; and (2) the New Payne Road Intersection, Sharp shall take necessary action to eliminate the current direct access from its private internal road to Pacific Rim Boulevard. Nothing in this MOU shall be construed in any way to limit Sharp's access to Pacific Rim Boulevard at any other locations otherwise approved by Camas.

1.4 At some point prior to January 1, 2018, if necessary, to construct the signalized intersection at Payne Road and Pacific Rim Boulevard, Camas will obtain at no expense to the other parties, any Right of Way acquisition necessary for the Payne Road and Pacific Rim Boulevard intersection improvements. Sharp agrees to timely donate any reasonably necessary right-of-way from their existing parcel(s) to complete construction of the signal. In the event timely acquisition of necessary Right-of-Way fails to occur and, as a result, the construction of the improvement identified in Section 1.1 herein is delayed then, on the condition that Sharp is diligently pursuing completion of said improvement, the City shall allow the building on parcel 5 to be used by CSD as a full Project Based Learning Middle School for up to 500 students commencing as of the 2018/2019 school year. If the City fails to obtain the right-of-way necessary for the construction of the signalized intersection by January 1, 2018; and provided the

City does obtain such right-of-way, Sharp shall be given a reasonable amount of time to complete the improvement, taking into account time of year, weather and other factors customarily considered in construction of this type.

1.5 Based upon Camas' Capital Facilities Plan and Transportation Impact Fee program, upon completion and acceptance of the Payne Road and Pacific Rim Boulevard improvements in September 2018, the City shall issue \$196,050.00 of Transportation Impact Fee credits to Sharp or its designee.

1.6 (Deleted)

1.7 Camas shall allow access from Sharp's Parcel 6 (Tax Parcel No. 125651-000) to 18th Street as depicted in Exhibit "E". As a condition of such access being granted, at the time of construction of the access, Sharp shall also construct certain improvements, including a three-lane section of 18th Street and pedestrian access, as depicted on Exhibit "E". Sharp shall also dedicate to the City six (6) feet of Right of Way along Parcel 6 upon completion and acceptance by the City of construction of the 18th Street access.

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 by 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 Sharp:

Sharp Electronics Corporation
1 Sharp Plaza, Mahwah, NJ 07495-1163
Attn: William Flynn
Phone: (201) 529-9416

With a Copy to:

Office of General Counsel
1 Sharp Plaza, Mahwah, NJ 07495-1163
legalnotices@sharpsec.com

Notices to CSD:

Camas School District
841 NE 22nd Avenue, Camas, WA 98607
Attn: Jeff Snell
Phone: (360) 833-5412

Notices to Camas:

City of Camas
616 NE 4th Avenue, Camas, WA 98607
Attn: City Administrator
Phone: (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 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. Landerholm, P.S. represented Sharp in drafting of this document. Camas and CSD consulted their 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 any 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.

[SIGNATURES ON FOLLOWING PAGE]

SHARP ELECTRONICS CORPORATION

By: [Signature]

Name: AKIHIKO KISHI

Title: Senior Executive Vice President

CAMAS SCHOOL DISTRICT

By: [Signature]

Name: Jeff Snell

Title: Deputy Superintendent

CITY OF CAMAS

By: [Signature]

Name: Shannon Turk

Title: Mayor Pro Tem



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(360) 695-1385
1111 Broadway
Vancouver, WA
98660

Exhibit "A"

LEGAL DESCRIPTION FOR PARCEL 1
NET OF RIGHT-OF-WAY
(PORTION OF ASN 125651-000)

July 14, 2014

A parcel of property located in the South half of Section 5, Township 1 North, Range 3 East of the Willamette Meridian, City of Camas, Clark County, Washington, described as follows:

COMMENCING at a concrete monument with a 3-1/2" brass cap marking the Southeast corner of said Section 5 as shown in Record of Survey Book 59 at Page 152, records of said County;

THENCE North 89° 29' 41" West, towards a concrete monument with a 3" brass cap marking the Southwest corner of said Section 5 as shown in said record of survey, a distance of 1400.93 feet;

THENCE leaving said Section line, North 00° 30' 19" East, a distance of 1250.08 feet to the TRUE POINT OF BEGINNING;

THENCE North 31° 42' 11" West, a distance of 768.97 feet, more or less to a point on the South right-of-way line of NW Pacific Rim Blvd, said point being 40.00 feet from, when measured perpendicular to, the centerline of said Blvd;

THENCE North 58° 23' 08" East, along said right-of-way, a distance of 967.17 feet to the Northeast corner of that parcel conveyed to Sharp Microelectronics Technology, Inc. as described under Auditor's File No. 8905220187, records of said county;

THENCE South 31° 36' 49" East, along the East line of said Sharp Microelectronics Technology, Inc. parcel, a distance of 974.00 feet to an angle point therein;

THENCE continuing along said East line, South 01° 13' 20" West, a distance of 183.00 feet;

THENCE leaving said East line North 88° 37' 48" West, a distance of 584.08 feet to a point which bears North 64° 34' 00" East from the TRUE POINT OF BEGINNING;

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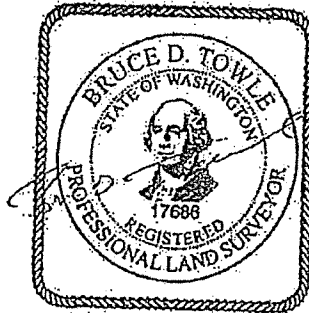
THENCE South 64° 34' 00" West, a distance of 379.00 feet to the TRUE POINT OF BEGINNING;

EXCEPT that parcel conveyed to Public Utility District No. 1 of Clark County as described under Auditor's File No. 9012030081, records of said County.

EXCEPT public streets.

Containing 19.12 acres, more or less.

Containing 20.00 acres (gross), more or less, to centerline of adjacent public right-of-way.



7/24/14



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LEGAL DESCRIPTION FOR ADJUSTED PARCEL 2
NET OF RIGHT-OF-WAY
(PORTION OF ASN 125651-000)

July 14, 2014

A parcel of property located in the South half of Section 5, Township 1 North, Range 3 East of the Willamette Meridian, City of Camas, Clark County, Washington, described as follows:

COMMENCING at a concrete monument with a 3-1/2" brass cap marking the Southeast corner of said Section 5 as shown in Record of Survey Book 59 at Page 152, records of said County;

THENCE North 89° 29' 41" West, towards a concrete monument with a 3" brass cap marking the Southwest corner of said Section 5 as shown in said record of survey, a distance of 1400.93 feet;

THENCE leaving said Section line, North 00° 30' 19" East, a distance of 1250.08 feet to the TRUE POINT OF BEGINNING;

THENCE South 64° 34' 00" West, a distance of 971.00 feet;

THENCE North 00° 55' 41" East, a distance of 275.25 feet;

THENCE North 89° 42' 11" West, a distance of 1181.00 feet, more or less, to a point on the East right-of-way line of Southeast Payne Road, said point being 30.00 feet from, when measured perpendicular to, the centerline of said Road;

THENCE North 39° 17' 25" West, along said right-of-way, a distance of 440.08 feet to a point on a 170.00 foot radius curve to the right;

THENCE along said right-of-way and along said 170.00 foot radius curve to the right (the long chord of which bears North 18° 57' 35" West, a distance of 118.13 feet), an arc distance of 120.64 feet to a point on a 20.00 foot radius curve to the right;

THENCE along said right-of-way and along said 20.00 foot radius curve to the right (the long chord of which bears North 46° 16' 50" East, a distance of 28.24 feet), an arc



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distance of 31.35 feet, more or less, to a point on the South right-of-way of Northwest Pacific Rim Blvd, said point being 40.00 feet from, when measured perpendicular to, the centerline of said Blvd;

THENCE South $88^{\circ} 48' 34''$ East, along said right-of-way, a distance of 1076.73 feet to a point on a 1040.00 foot radius curve to the left;

THENCE along said right-of-way and along said 1040.00 foot radius curve to the left (the long chord of which bears North $74^{\circ} 47' 17''$ East, a distance of 587.36 feet), an arc distance of 595.46 feet;

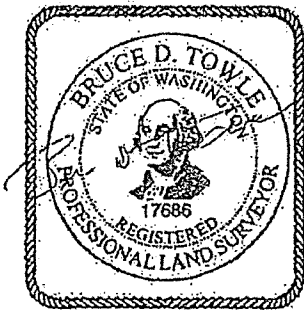
THENCE North $58^{\circ} 23' 08''$ East, along said right-of-way, a distance of 355.44 feet to a point which bears North $31^{\circ} 42' 11''$ West from the TRUE POINT OF BEGINNING;

THENCE leaving said right-of-way, South $31^{\circ} 42' 11''$ East, a distance of 768.97 feet to the TRUE POINT OF BEGINNING.

EXCEPT public streets.

Containing 27.32 acres, more or less.

Containing 29.62 acres (gross), more or less, to centerline of adjacent public right-of-way.



7/24/14



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LEGAL DESCRIPTION FOR ADJUSTED PARCEL 4
(ASN 986033-962)

June 24, 2016

A parcel of property located in the South half of Section 5, Township 1 North, Range 3 East of the Willamette Meridian, City of Camas, Clark County, Washington, described as follows:

COMMENCING at a concrete monument with a 3-1/2" brass cap marking the Southeast corner of said Section 5 as shown in Record of Survey Book 59 at Page 152, records of said County;

THENCE North 89° 29' 41" West, towards a concrete monument with a 3" brass cap marking the Southwest corner of said Section 5 as shown in said record of survey, a distance of 1400.93 feet;

THENCE leaving said Section line, North 00° 30' 19" East, a distance of 1250.08 feet to the TRUE POINT OF BEGINNING;

THENCE South 64° 34' 00" West, a distance of 971.00 feet;

THENCE South 00° 55' 41" West, a distance of 275.00 feet;

THENCE North 89° 42' 11" West, a distance of 828.00 feet, more or less, to a point on the East right-of-way line of Southeast Payne Road, said point being 30.00 feet from, when measured perpendicular to, the centerline of said Road;

THENCE South 24° 34' 57" East, along said right-of-way, a distance of 205.19 feet to a point on a 545.00 foot radius curve to the left;

THENCE along said right-of-way and along said 545.00 foot radius curve to the left (the long chord of which bears South 57° 08' 34" East, a distance of 586.62 feet), an arc distance of 619.43 feet to a point on the North right-of-way line of Southeast 40th Street, said point being 30.00 feet from, when measured perpendicular to, the centerline of said Street;

THENCE South 89° 42' 11" East, along said right-of-way, a distance of 431.45 feet;

THENCE leaving said right-of-way, North 00° 26' 43" East, a distance of 264.00 feet;

THENCE South 89° 42' 11" East, a distance of 99.36 feet;

THENCE North 00° 54' 19" East, a distance of 299.80 feet;

THENCE South 89° 19' 34" East, a distance of 741.26 feet to a point on the West line of "Parcel 6" as described in Exhibit B of that Boundary Line Adjustment recorded under Auditor's File No. 5095354 BLA, records of said county;

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THENCE North $01^{\circ} 13' 20''$ East, along said West line, a distance of 325.18 feet;

THENCE leaving said West line, South $89^{\circ} 42' 11''$ East, a distance of 193.77 feet;

THENCE North $00^{\circ} 17' 49''$ East, a distance of 20.00 feet to a point on the North line of said "Parcel 6";

THENCE South $89^{\circ} 42' 11''$ East, along said North line, a distance of 496.22 feet;

THENCE North $01^{\circ} 13' 20''$ East, along said North line, a distance of 98.00 feet;

THENCE South $89^{\circ} 42' 11''$ East, a distance of 72.01 feet, to the East line of that parcel conveyed to Sharp Microelectronics Technology, Inc. as described under Auditor's file No. 8905220187, records of said county;

THENCE North $01^{\circ} 13' 20''$ East, along said East line, a distance of 350.00 feet, more or less, to a point which bears South $01^{\circ} 13' 20''$ West, a distance of 183.00 feet from an angle point in said East line;

THENCE North $88^{\circ} 37' 48''$ West, a distance of 584.08 feet to a point which bears North $64^{\circ} 34' 00''$ East from the TRUE POINT OF BEGINNING;

THENCE South $64^{\circ} 34' 00''$ West, a distance of 379.00 feet to the TRUE POINT OF BEGINNING.

EXCEPT public streets.

Containing 29.48 acres, more or less.





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LEGAL DESCRIPTION FOR ADJUSTED PARCEL 5
(ASN 125661-000)

June 24, 2016

A parcel of property located in the South half of Section 5, and the Northeast quarter of Section 8, Township 1 North, Range 3 East of the Willamette Meridian, City of Camas, Clark County, Washington, described as follows:

COMMENCING at a concrete monument with a 3-1/2" brass cap marking the Southeast corner of said Section 5 as shown in Record of Survey Book 59 at Page 152, records of said County;

THENCE North 89° 29' 41" West, towards a concrete monument with a 3" brass cap marking the Southwest corner of said Section 5 as shown in said record of survey, a distance of 1400.93 feet;

THENCE leaving said Section line, North 00° 30' 19" East, a distance of 1250.08 feet;

THENCE South 64° 34' 00" West, a distance of 971.00 feet;

THENCE South 00° 55' 41" West, a distance of 275.00 feet;

THENCE North 89° 42' 11" West, a distance of 828.00 feet, more or less, to a point on the East right-of-way line of Southeast Payne Road, said point being 30.00 feet from, when measured perpendicular to, the centerline of said Road;

THENCE South 24° 34' 57" East, along said right-of-way, a distance of 205.19 feet to a point on a 545.00 foot radius curve to the left;

THENCE along said right-of-way and along said 545.00 foot radius curve to the left (the long chord of which bears South 57° 08' 34" East, a distance of 586.62 feet), an arc distance of 619.43 feet to a point on the North right-of-way line of Southeast 40th Street, said point being 30.00 feet from, when measured perpendicular to, the centerline of said Street;

THENCE South 89° 42' 11" East, along said right-of-way, a distance of 431.45 feet to the TRUE POINT OF BEGINNING;

THENCE leaving said right-of-way, North 00° 26' 43" East, a distance of 264.00 feet;

THENCE South 89° 42' 11" East, a distance of 99.36 feet;

THENCE North 00° 54' 19" East, a distance of 299.80 feet;



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THENCE South $89^{\circ} 19' 34''$ East, a distance of 741.26 feet to a point on the West line of "Parcel 6" as described in Exhibit B of that Boundary Line Adjustment recorded under Auditor's File No. 5095354 BLA, records of said county;

THENCE South $01^{\circ} 13' 20''$ West, along said West line, a distance of 190.00 feet;

THENCE leaving said West line, South $01^{\circ} 26' 04''$ East, a distance of 81.62 feet;

THENCE South $45^{\circ} 11' 16''$ West, a distance of 17.30 feet;

THENCE South $01^{\circ} 13' 18''$ West, a distance of 29.78 feet;

THENCE South $49^{\circ} 29' 49''$ West, a distance of 55.97 feet to a point on the West line of said "Parcel 6";

THENCE South $01^{\circ} 13' 20''$ West, along said West line, a distance of 104.79 feet;

THENCE leaving said West line, South $41^{\circ} 23' 19''$ West, a distance of 39.14 feet;

THENCE South $71^{\circ} 49' 58''$ West, a distance of 5.50 feet;

THENCE North $70^{\circ} 07' 33''$ West, a distance of 6.64 feet;

THENCE South $78^{\circ} 01' 18''$ West, a distance of 57.66 feet to a point on the West line of said "Parcel 6";

THENCE South $37^{\circ} 23' 08''$ West, along said West line, a distance of 149.60 feet, more or less, to a point on the North right-of-way of Northwest 18th Ave, said point being 30.00 feet from, when measured perpendicular to, the centerline of said Ave, said point also being on a non-tangent 280.00 foot radius curve to the left;

THENCE along said right-of-way, and along said 280.00 foot radius curve to the left (the long chord of which bears North $71^{\circ} 09' 31''$ West, a distance of 178.10 feet), an arc distance of 181.25 feet to a point on the North right-of-way of said Southeast 40th Street, said point bears South $89^{\circ} 42' 11''$ East, from the TRUE POINT OF BEGINNING;

THENCE North $89^{\circ} 42' 11''$ West, along said right-of-way, a distance of 434.50 feet to the TRUE POINT OF BEGINNING.

EXCEPT public streets.

Containing 9.76 acres, more or less.





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LEGAL DESCRIPTION FOR ADJUSTED PARCEL 6
(ASN 125651-000)

June 24, 2016

A parcel of property located in the South half of Section 5, and the Northeast quarter of Section 8, Township 1 North, Range 3 East of the Willamette Meridian, City of Camas, Clark County, Washington, described as follows:

COMMENCING at a concrete monument with a 3-1/2" brass cap marking the Southeast corner of said Section 5 as shown in Record of Survey Book 59 at Page 152, records of said County;

THENCE North 89° 29' 41" West, towards a concrete monument with a 3" brass cap marking the Southwest corner of said Section 5 as shown in said record of survey, a distance of 1400.93 feet;

THENCE leaving said Section line, North 00° 30' 19" East, a distance of 1250.08 feet;

THENCE South 64° 34' 00" West, a distance of 971.00 feet;

THENCE South 00° 55' 41" West, a distance of 275.00 feet;

THENCE North 89° 42' 11" West, a distance of 828.00 feet, more or less, to a point on the East right-of-way line of Southeast Payne Road, said point being 30.00 feet from, when measured perpendicular to, the centerline of said Road;

THENCE South 24° 34' 57" East, along said right-of-way, a distance of 205.19 feet to a point on a 545.00 foot radius curve to the left;

THENCE along said right-of-way and along said 545.00 foot radius curve to the left (the long chord of which bears South 57° 08' 34" East, a distance of 586.62 feet), an arc distance of 619.43 feet to a point on the North right-of-way line of Southeast 40th Street, said point being 30.00 feet from, when measured perpendicular to, the centerline of said Street;

THENCE South 89° 42' 11" East, along said right-of-way, a distance of 431.45 feet;

THENCE leaving said right-of-way, North 00° 26' 43" East, along said West line, a distance of 264.00 feet;

THENCE South 89° 42' 11" East, along said West line, a distance of 99.36 feet;

THENCE North 00° 54' 19" East, along said West line, a distance of 299.80 feet;



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THENCE South $89^{\circ} 19' 34''$ East, a distance of 741.26 feet to a point on the West line of "Parcel 6" as described in Exhibit B of that Boundary Line Adjustment recorded under Auditor's File No. 5095354 BLA, records of said county;

THENCE North $01^{\circ} 13' 20''$ East, along said West line, a distance of 345.18 feet to the Northwest corner thereof;

THENCE South $89^{\circ} 42' 11''$ East, along the North line of said "Parcel 6", a distance of 689.66 feet;

THENCE North $01^{\circ} 13' 20''$ East, along said North line, a distance of 98.00 feet to the TRUE POINT OF BEGINNING;

THENCE South $01^{\circ} 13' 20''$ West, a distance of 98.00 feet;

THENCE North $89^{\circ} 42' 11''$ West, a distance of 496.22 feet;

THENCE South $00^{\circ} 17' 49''$ West, a distance of 20.00 feet;

THENCE North $89^{\circ} 42' 11''$ West, a distance of 193.77 feet to a point on the West line of said "Parcel 6";

THENCE South $01^{\circ} 13' 20''$ West, along said West line, a distance of 515.18 feet;

THENCE leaving said West line, South $01^{\circ} 26' 04''$ East, a distance of 81.62 feet;

THENCE South $45^{\circ} 11' 16''$ West, a distance of 17.30 feet;

THENCE South $01^{\circ} 13' 18''$ West, a distance of 29.78 feet;

THENCE South $49^{\circ} 29' 49''$ West, a distance of 55.97 feet to a point on the West line of said "Parcel 6";

THENCE South $01^{\circ} 13' 20''$ West, along said West line, a distance of 104.79 feet;

THENCE leaving said West line, South $41^{\circ} 23' 19''$ West, a distance of 39.14 feet;

THENCE South $71^{\circ} 49' 58''$ West, a distance of 5.50 feet;

THENCE North $70^{\circ} 07' 33''$ West, a distance of 6.64 feet;

THENCE South $78^{\circ} 01' 18''$ West, a distance of 57.66 feet to a point on the West line of said "Parcel 6";

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98660

THENCE South $37^{\circ} 23' 08''$ West, a distance of 149.60 feet, more or less, to a point on the North right-of-way of Northwest 18th Ave, said point being 30.00 feet from, when measured perpendicular to, the centerline of said Ave, said point also being on a non-tangent 280.00 foot radius curve to the right;

THENCE along said right-of-way, and along said 280.00 foot radius curve to the right (the long chord of which bears South $51^{\circ} 53' 54''$ East, a distance of 7.00 feet), an arc distance of 7.00 feet;

THENCE South $51^{\circ} 10' 55''$ East, along said right-of-way, a distance of 28.26 feet to a point on a 470.00 foot radius curve to the left;

THENCE along said right-of-way and along said 470.00 foot radius curve to the left (the long chord of which bears South $60^{\circ} 07' 30''$ East, a distance of 146.12 feet), an arc distance of 146.72 feet;

THENCE South $69^{\circ} 04' 05''$ East, along said right-of-way, a distance of 48.48 feet to a point on a 470.00 foot radius curve to the left;

THENCE along said right-of-way and along said 470.00 foot radius curve to the left (the long chord of which bears South $78^{\circ} 42' 59''$ East, a distance of 157.54 feet), an arc distance of 158.29 feet;

THENCE South $88^{\circ} 21' 53''$ East, along said right-of-way, a distance of 225.68 feet;

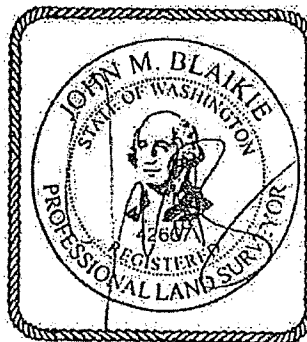
THENCE South $89^{\circ} 28' 54''$ East, along said right-of-way, a distance of 410.10 feet to the Southeast corner of that parcel conveyed to Sharp Microelectronics Technology, Inc. as described under Auditor's File No. 8905220187, records of said county;

THENCE North $01^{\circ} 13' 20''$ East, along the East line of said parcel, a distance of 1206.82 feet, more or less, to a point which bears South $89^{\circ} 42' 11''$ East, from the TRUE POINT OF BEGINNING;

THENCE leaving said East line, North $89^{\circ} 42' 11''$ West, a distance of 72.01 feet to the TRUE POINT OF BEGINNING.

EXCEPT public streets.

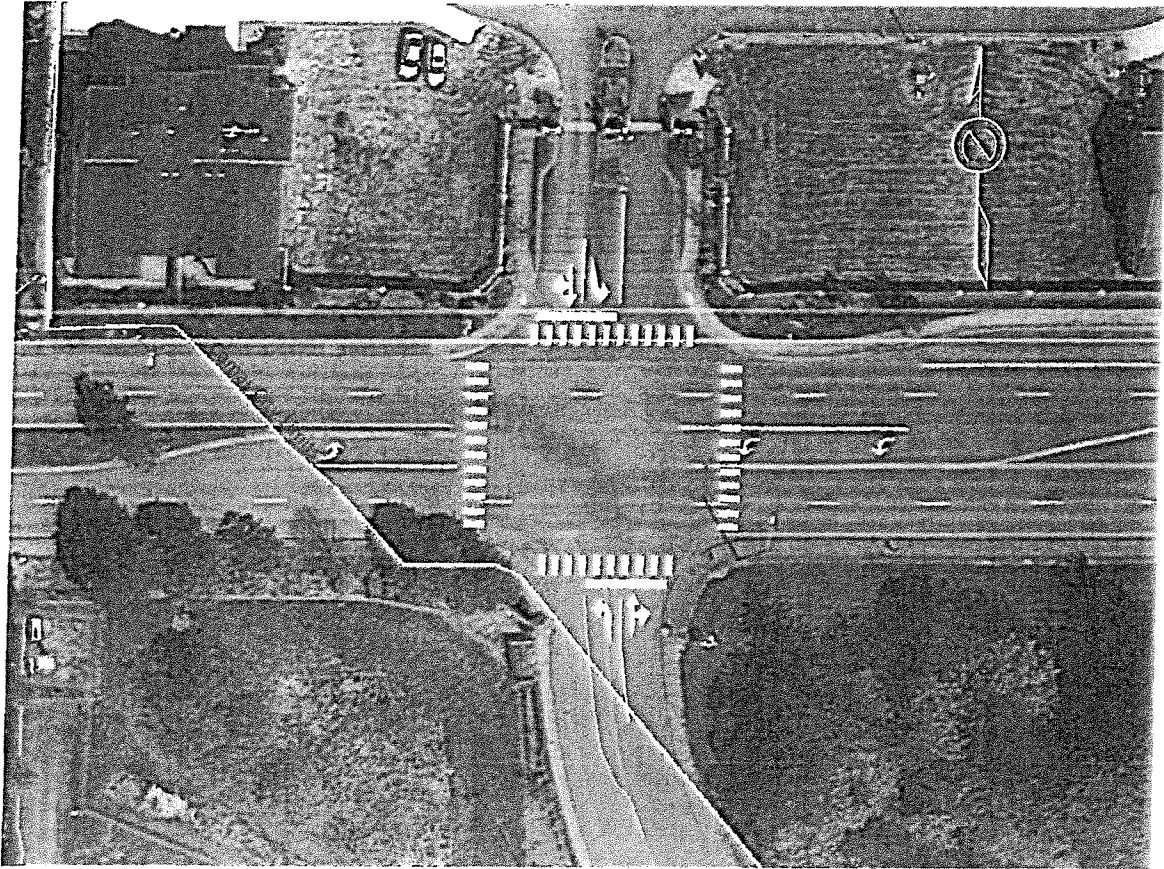
Containing 20.50 acres, more or less.



JMB

Z:\8000\8900\8940\8942\Legal Descriptions\BLA-P4-P5-P6-2016\8942.036.ADJ-parcel6.doc

EXHIBIT C



NW PACIFIC RIM DRIVE AND SE PAYNE ROAD

Conceptual Lane Configuration for Future Signal.

NOT TO SCALE
160617 PRB & PAYNE RD - JE

EXHIBIT D



Subject to an agreed engineered design and City of Camas approval, Sharp will construct a new access to the Sharp private drive off Payne Road with sufficient depth and radius of access to adequately accommodate busses to and from both directions on Payne Road and of sufficient intersection width to allow simultaneous left and right turn exit (two lane exit width at intersection).

EXHIBIT "E"

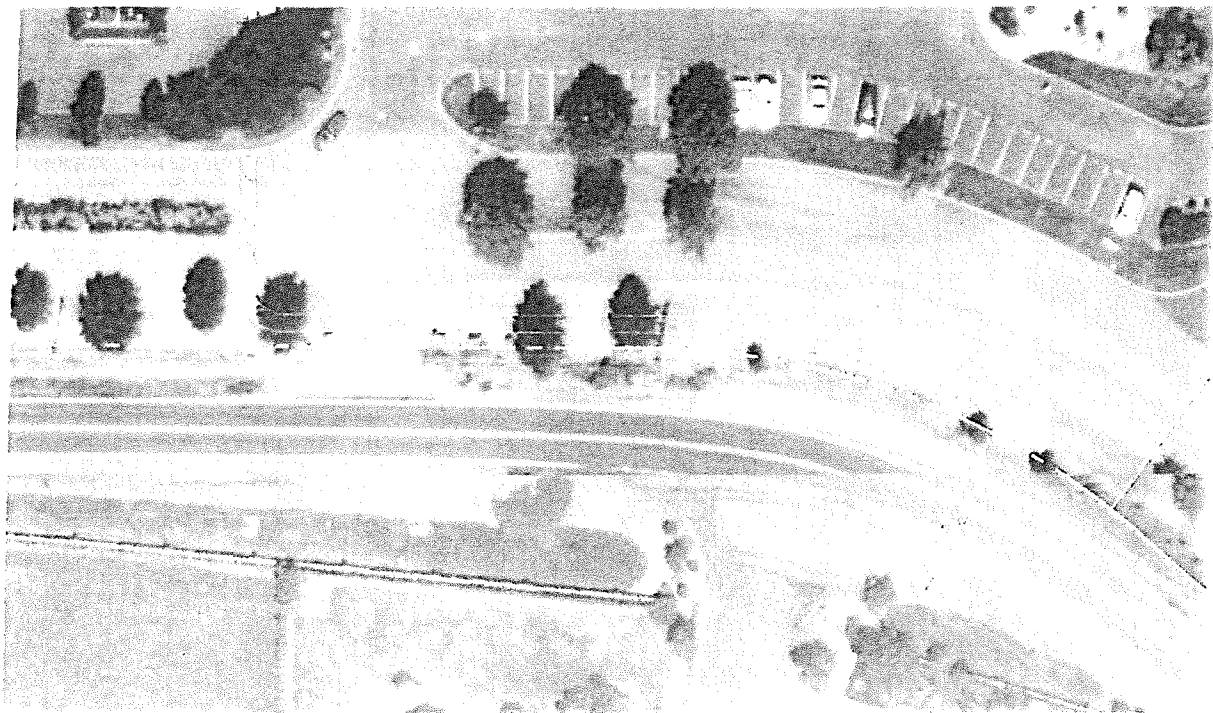
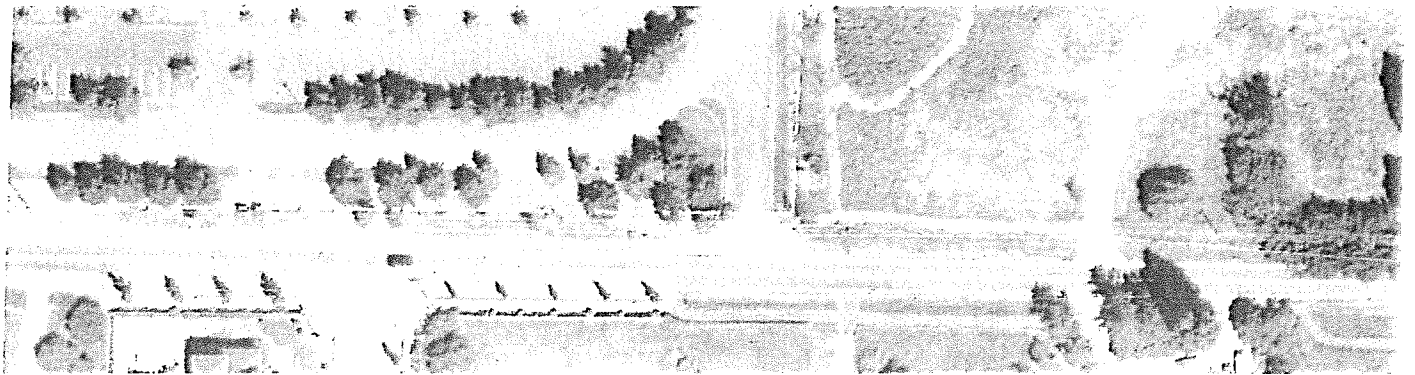


EXHIBIT "E"



MEMORANDUM OF UNDERSTANDING
(TRANSPORTATION ISSUES)

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into as of this 29 day of June, 2016, by and between **SHARP ELECTRONICS CORPORATION**, ("Sharp") and **CAMAS SCHOOL DISTRICT**, a Washington public school district ("CSD")

RECITALS

A. Sharp is the owner of real property located in Camas, Clark County, Washington identified as Parcels 1 through 2 and 4 through 6, Tax Parcel Nos. 986033-959; 986033-960; 9866033-962; 125661-000; 125651-000.

B. CSD has contracted to purchase Parcels 4 and 5 from Sharp and the parties intend to close the transaction on or before June 30, 2016. The Parcels to be acquired are to be utilized for School purposes. Execution of this MOU is part of the purchase and sale negotiations for this property.

C. The parties have executed a separate MOU between themselves and the City of Camas ("Camas"), dated June 29, 2016 evidencing Camas' stipulation to occupancy by CSD and future transportation improvements that will increase safety and reduce congestion in the area. A copy of said MOU is attached hereto as Exhibit "A".

D. The parties wish to provide detail regarding responsibility for construction and cost sharing.

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. IMPROVEMENTS

1.1 Between June 30, 2016 and September 1, 2018, Sharp shall obtain bids, coordinate and shall achieve substantial completion of the construction of those certain improvements identified in the MOU attached hereto, or as subsequently agreed to by the parties pursuant to a separate written agreement. Sharp shall complete all improvements necessary for

MEMORANDUM OF UNDERSTANDING

(Transportation Issues) - 1

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the City to issue final acceptance of the improvement by October 1, 2018. Provided, however, that Sharp's obligation to construct the improvement identified in Section 1.1 of the attached MOU is contingent upon the City of Camas obtaining in a timely manner any Right of Way necessary to construct the identified improvement. In the event the City fails to obtain any Right of Way necessary to construct the improvement identified in Section 1.1 of the attached MOU by January 1, 2018, but ultimately does obtain it, Sharp shall be given a reasonable amount of time to complete the improvement, taking into account time of year, weather and other factors customarily considered in construction of this type.

1.2 CSD shall pay one-half of the costs incurred to complete the transportation improvement identified in Section 1.1 of the attached MOU. Sharp shall invoice CSD on a monthly basis for completed work and payment will be made within thirty (30) days from date of invoice.

1.3 The City of Camas calculates the sum of \$196,050.00 is available for Transportation Impact Fee ("TIF") credits for construction of the SE Payne/NW Pacific Rim Boulevard traffic signal. Sharp shall direct the the City to issue one half of the credits issued by the City for Sharp's construction of the transportation improvement identified in Section 1.1 of the attached MOU to CSD. Either party may purchase the other's TIF credits dollar for dollar.

1.4 The parties estimate the cost of the anticipated transportation improvement identified in Section 1.1 of the attached MOU to be \$400,000.00. The parties agree that this is a good faith estimate only and is based on information currently held by the parties, including the attached conceptual drawings of the intersection provided by the City, but specifically not including any detailed engineering, environmental or geotechnical review.

1.5 As identified in Section 1.2 of the attached MOU, Sharp shall provide at its sole cost a new entrance to Sharp Drive off of SE Payne Road, at SE Lacy Way, to replace the current Sharp Drive entrance off of NW Pacific Rim Boulevard, on or before September 1, 2018.

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 by 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

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will be considered received by the party to whom it is addressed on the third day after such notice is given.

Notices to Sharp:

Sharp Electronics Corporation
1 Sharp Plaza, Mahwah, NJ 07495-1163
Attn: William Flynn
Phone: (201) 529-9416

With Copy to:

Office of General Counsel
1 Sharp Plaza, Mahwah, NJ 07495-1163
legalnotices@sharpsec.com

Notices to CSD:

Camas School District
841 NE 22nd Avenue, Camas, WA 98607
Attn: Jeff Snell
Phone: (360) 833-5412

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. Landerholm, P.S. represented Sharp in drafting of this document. CSD 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.

SHARP ELECTRONICS CORPORATION

By: [Signature]

Name: AKIHIKO KISHII

Title: Senior Executive Vice President

CAMAS SCHOOL DISTRICT

By: [Signature]

Name: Jeff Small

Title: Deputy Superintendent