

**PRELIMINARY AGENDA**

**February 15, 2023**

**I. OPEN SESSION**

**12:00 PM**

Pledge of Allegiance

**CONSENT ITEMS**

All matters listed under Consent Items have been distributed to each member of the Commission for review, are considered routine, and will be enacted by the motion of the Commission with no separate discussion. If separate discussion is desired, that item may be removed from the Consent Items and placed under Action Items by request.

- A. Approval of Minutes of the Regular Meeting on February 1, 2023
- B. Approval of Checks

**PUBLIC COMMENT**

Speakers are asked to keep their comments to less than 3 minutes. Please feel free to submit comments in writing to the Chief Executive Officer.

**NEW BUSINESS/DISCUSSION ITEMS**

- C. DS Fabrication Lease Assignment – Derek Jaeger
- D. Elwell Lease Termination – Derek Jaeger
- E. Recluse Brewing Addendum – Derek Jaeger
- F. Resolution 3-23 Authorization of Vessel by Public Auction – David Ripp
- G. Building 20 Change Order # 15 – Water Meters – David Ripp

**PUBLIC COMMENT**

Speakers are asked to keep their comments to less than 3 minutes. Please feel free to submit comments in writing to the Chief Executive Officer.

**PUBLIC HEARING (Surplus Property & Amend Comprehensive Scheme)**

- 1. Commissioner Opening Remarks
- 2. Staff Presentation on Resolution 4-23
- 3. Public Comment
- 4. Commission Consideration of Resolution 4-23

**ACTION ITEMS**

- H. DS Fabrication Lease Assignment
- I. Elwell Lease Termination
- J. Recluse Brewing Addendum
- K. Resolution 3-23 Authorization of Vessel by Public Auction
- L. Building 20 Change Order # 15 – Water Meters

**STAFF REPORTS & COMMENTS**

M. Chief Executive Officer & Directors

**COMMISSIONER REPORTS & DISCUSSION**

**ADJOURN**

**Regular business and meetings that may be attended by members of the Commission:**

**Date**

**Meeting**

February 16, 2023

Camas-Washougal Chamber Luncheon

(\*Denotes events in which two (2) or more Commissioners may attend)

Join the meeting on the Conference Call Line: (253) 215-8782

Meeting ID: 829 0393 6339, Password: 154722 or via this video link:

<https://us06web.zoom.us/j/82903936339?pwd=U01pdWY1V0tES3dMZWFkNjJNbUNVZz09>

## **MINUTES OF THE REGULAR COMMISSION MEETING**

### **PORT OF CAMAS-WASHOUGAL**

**February 1, 2023**

By: Krista Cagle, Director of Finance

A Regular Meeting of the Commissioners of the Port of Camas-Washougal was held in person and virtually at the Port Office at 24 South 'A' Street, Washougal, WA on Wednesday, February 1, 2023, at 12:01 pm. Prior to the Regular Meeting a Special Meeting Workshop was held at 11:00 am to discuss the Washington Public Ports Association's Governance & Management Guidebook.

**PRESENT:** Commissioner Cassi Marshall, Commissioner Larry Keister, Commissioner John Spencer, Chief Executive Officer David Ripp, Director of Business Development & Real Estate Derek Jaeger, Director of Finance Krista Cagle, Director of Facilities Eric Plantenberg, and members of the press and public. The public has access in person and through a designated Zoom conference call line or video link.

At 12:01 pm, following the Pledge of Allegiance, Commissioner John Spencer called the Open Session public meeting to order. This meeting is being video recorded, and the chat function has been disabled.

### **CONSENT ITEMS**

- Minutes & Checks

Minutes from the Regular Meeting on January 18<sup>th</sup>, 2023, and Special Meeting on January 24<sup>th</sup>, 2023, and electronic payments and the issuance of general fund checks 8563-8589 and 50116-50117 in the total amount of \$1,146,420.10 were presented for approval. After a brief discussion, a motion was made by Commissioner Keister and seconded by Commissioner Marshall, the minutes and electronic payments and checks were carried unanimously.

### **PUBLIC COMMENT #1**

David Stuebe, Mayor of Washougal, commented regarding the Port's Legislative Day coming up in Olympia. He also met with the Port's tenant UPC and he is looking forward to having a new community member. He briefly mentioned a Sister city in Poland.

### **NEW BUSINESS / DISCUSSION ITEMS**

- NocTel Communications Lease

Director of Business Development and Real Estate Derek Jaeger presented the building lease with NocTel for Building 10. NocTel is a local communications provider, they will have 10 employees to start and look to add an additional 10 employees within the next 24 months. The term is a 5-year lease beginning March 1, 2023, at a rate of \$4,904.00 plus leasehold tax; and will increase by 3% annually. Per RCW 53.08.085, a security deposit is required from tenants when signing a lease agreement. The Port requires rent to be secured; however, at a lower security amount than required by state law. The Port will be obtaining a deposit amount of \$6,228.20. Approval will be requested during action items.

- Timekeeping Policy Revision  
Director of Finance, Krista Cagle, presented a revision to the existing Timekeeping Policy, the revision clarifies times when non-exempt staff can request pay in 15-minute increments for phone calls outside of normal working hours. Approval will be requested during Action Items.
- On-Call Policy Revision  
Director of Finance, Krista Cagle, presented a revision to the existing On-Call Policy, the revision clarifies times when non-exempt staff can request pay in 15-minute increments for phone calls outside of normal working hours. Approval will be requested during Action Items.

## **PUBLIC COMMENT #2**

No comment.

## **ACTION ITEMS**

- NocTel Communications Lease  
Commissioner Spencer requested formal approval of the NocTel Communications Lease. Upon motion by Commissioner Marshall, seconded by Commissioner Keister and carried unanimously, the approval of the NocTel Communications Lease as presented, effective February 1, 2023.
- Timekeeping Policy Revision  
Commissioner Spencer requested formal approval of the Timekeeping Policy Revision. Upon motion by Commissioner Keister, seconded by Commissioner Marshall and carried unanimously, the approval of the Timekeeping Policy revision as presented, effective February 1, 2023.
- On-Call Policy Revision  
Commissioner Spencer requested formal approval of the On-Call Policy Revision. Upon motion by Commissioner Marshall, seconded by Commissioner Keister and carried unanimously, the approval of the On-Call Policy Revision as presented, effective February 1, 2023.

## **STAFF REPORTS & COMMENTS**

- Chief Executive Officer  
Chief Executive Officer, David Ripp, commented he met with the stakeholder group regarding the North Shore Subarea Plan and proposed changes regarding residential zoning. He set up a meeting with Marty Snell with Mackay Sposito to discuss the City of Camas' annexation of Grove Field. The Community Solar Project is moving forward, Clark Public Utilities is working on the legal agreement, which should be finalized in early March. Tomorrow, February 2<sup>nd</sup> is WPPA Port day in Olympia. Our next workshop is on March 1<sup>st</sup> regarding the WPPA Guidebook.

### Director of Facilities

Director of Facilities, Eric Plantenberg, commented that Doris' last day was yesterday and Graham Baker started today. Alex Foyt has taken over as Lead Grounds Maintenance.

- Director of Business Development & Real Estate  
Director of Business Development & Real Estate, Derek Jaeger, commented he is looking at scheduling a tour of NineBark for staff and commission sometime in April.
- Director of Finance  
Director of Finance, Krista Cagle commented that she will be at the WPPA Finance Seminar during the first June commission meeting and proposed the meeting be rescheduled for Tuesday, June 6<sup>th</sup>, 2023 at noon since rates and fees are traditionally presented at the first June meeting every year. Commissioner Keister moved to approve rescheduling the meeting, and Commissioner Marshall seconded and carried unanimously the rescheduling of the June 7<sup>th</sup> regular commission meeting to June 6<sup>th</sup> at noon.

## COMMISSIONER REPORTS & DISCUSSION

- Commissioner Marshall  
Marshall commented on how nice it was to work with Doris and that her retirement gathering was very nice. The City of Camas had a two-day workshop, their big-picture planning has a lot of overlap with what the Port is trying to do regarding diversifying their economy and trying to be a self-sufficient economy. They spoke about the live, work, and play concept for East County. They also spoke about some long-term planning priorities regarding economic vitality, affordable and sustainable housing, succession planning, and community partnerships. The park path at NineBark has been installed and is really taking shape.
- Commissioner Keister  
Commissioner Keister commented on the visual impact Doris left and he appreciates everything she's done over the years for the Port. The WPPA meeting with Eric ffitch was encouraging, and he is looking forward to the Spring Meeting with the change in leadership. He thanked Mayor Stuebe for the City of Washougal's work in Olympia regarding the slough bridge.
- Commissioner Spencer  
Commissioner Spencer asked about the highway sign on Hwy 14 and if there is a way to add Hyas Point to it.

The regular meeting Adjourned at 12:29 pm.

PORT OF CAMAS-WASHOUGAL COMMISSION

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Commissioners

## ASSIGNMENT OF LEASE AND CONSENT

This Assignment of Lease and Consent (the “**Agreement**”) is dated February 6, 2023 and among DS Fabrication and Design Inc., a Washington corporation (“**Lessee**”), Equipment Repair Services, LLC, with principal address of 7325 NE 55th Ave., Portland Oregon, 97218 (“**Assignee**”), and the Port of Camas Washougal (“**Lessor**”).

WHEREAS, Lessor and Lessee are parties to that certain Lease, originally dated February 5, 2014, and as amended by First Amendment on August 20, 2019 related to Term and Rent, and as further amended by Second Amendment relating to Term on October 8, 2019 (the “**Lease**”) for the land of approximately 46,609 sf (1.07 acres) and all improvements located at 3805 S Truman St, Washougal, Clark County, Washington 98671, as shown in **Exhibit "A"** attached hereto and incorporated by this reference (hereinafter called the “**Premises**”) and for which Lessee in addition, has a right-of-way in common with others over and across private roads and streets giving access to the leased Premises, which right-of-way shall terminate at such time as such private roads and streets are dedicated to the public, and

WHEREAS, Section 17 of the Lease provides that Lessee shall not assign this lease nor sublet the whole or any part of the Premises without the written consent of Lessor, and that any such assignment or sublease shall not relieve Lessee from the responsibility of paying the rentals accruing under the Lease or from keeping and performing all other obligations herein imposed upon and assumed by it. Section 17 of the Lease further provides that it is understood and agreed that any consent by Lessor to any assignment or subletting by Lessee shall not be considered or construed to be a consent to any subsequent assignment or subletting nor as a waiver of the right of Lessor to refuse to consent to any subsequent assignment or subletting; and

WHEREAS, Lessee now wishes to assign its interest in the Lease to Assignee, while Lessee and Assignee desire to obtain Lessor’s consent to such assignment, which Lessor provides under the terms set forth below.

NOW, THEREFORE, in consideration of the foregoing recitals:

1. **Assignment; Assumption:** Lessee hereby assigns, transfers, and conveys to Assignee all of Lessee’s right, title and interest in the Lease, including without limitation Lessee’s interest, if any, in improvements made to the Premises. Assignee hereby accepts the assignment of the Lease and assumes and agrees to perform all obligations and duties of Lessee under the Lease. This assignment and assumption shall be effective as of February 16, 2023.

2. **Consent:** Lessor hereby consents to Lessee’s assignment of the Lease to Assignee, and, to the extent required under Section 17 of the Lease, based on the acquisition of DS Fabrication and Design Inc., by Assignee. Lessor represents and warrants to DS Fabrication and Design Inc. that to its knowledge no other consent or approval of this Agreement is required.

3. **Notices:** The Lease is hereby amended by replacing the notice address for Assignee with the following:

Equipment Repair Services, LLC  
Attn: John Prentice  
7325 NE 55th Ave.,  
Portland Oregon, 97218  
Email: [JohnP@ersllc.net](mailto:JohnP@ersllc.net)  
Telephone: 503-283-7725

4. **Security Deposit:** The security deposit in the amount of \$7,688.08 will be updated by an additional amount of \$2,644.07 for a total security amount of \$10,332.15 on deposit with Lessor. All other terms of Lease at Section 5 related to Prepaid Rent and Security Deposit shall remain in full force and effect and will not be otherwise affected by this Agreement. Following termination of the Lease, any amount of the security deposit eligible for return in accordance with Section 5 of the Lease Agreement will be remitted to Assignee.

5. **No Waiver; No Amendment:** Except as set forth elsewhere in this Agreement, this Agreement will not operate as a representation or warranty by Lessor whatsoever, be construed to modify, waive or affect any terms of the Lease Agreement, or waive any breach by Lessee, Lessor, or Assignee. This assignment shall not relieve Lessee from the responsibility of paying the rentals accruing under the Lease or from keeping and performing all other obligations herein imposed upon and assumed by it, and it is understood and agreed that this consent by Lessor to this assignment by Lessee shall not be considered or construed to be a consent to any subsequent assignment or subletting nor as a waiver of the right of Lessor to refuse to consent to any subsequent assignment or subletting. Except as set forth in this Agreement, the terms of the Lease as amended will remain in full force and effect and Lessee, Assignee, and Lessor hereby ratify the same.

6. **Counterparts:** This Agreement may be executed in counterparts, each of which will constitute an original and all of which together will be deemed single document.

The parties are signing this Agreement as of the date stated in the introductory paragraph.

**DS Fabrication and Design Inc.**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Port of Camas Washougal**

By: \_\_\_\_\_

Print Name: David Ripp

Title: CEO

**Equipment Repair Services, LLC**

By: \_\_\_\_\_

Print Name: John Prentice

Title: Managing Member

[illegible]

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me personally appeared DAVID RIPP, to be known to be the C.E.O. of the Port of Camas-Washougal that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said Port of Camas-Washougal, 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.

Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[illegible]

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me personally appeared \_\_\_\_\_  
to be known to be the \_\_\_\_\_ of D S Fabrication & Design, Inc., the entity that executed the  
within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and  
deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he/she 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.

Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_  
My commission expires:

[illegible]

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me personally appeared John Prentice to be known to be the Managing Member of Assignee Equipment Repair Services, LLC, the entity that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he/she 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.

Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**EXHIBIT A – PREMISES**

Exhibit A

Current

Map: Basic Property Information

Layers	Legend	Find Parcel	Find Location	Index Map	Bookmarks	Create PDF	Legal	Home	Exit
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**Parcel Report**

Zoom To Parcel on Map  
Property Information Center

**Parcel Information**

Property Identification Number: 71281190

**Property Location Address**

no situs address available

**Property Owner**

PORT OF CAMAS WASHOUGAL

**Owner Mailing Address**

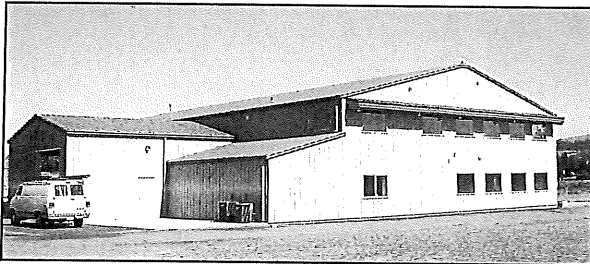
24 S A ST  
WASHOUGAL WA, 98671

**Most Recent Sale**

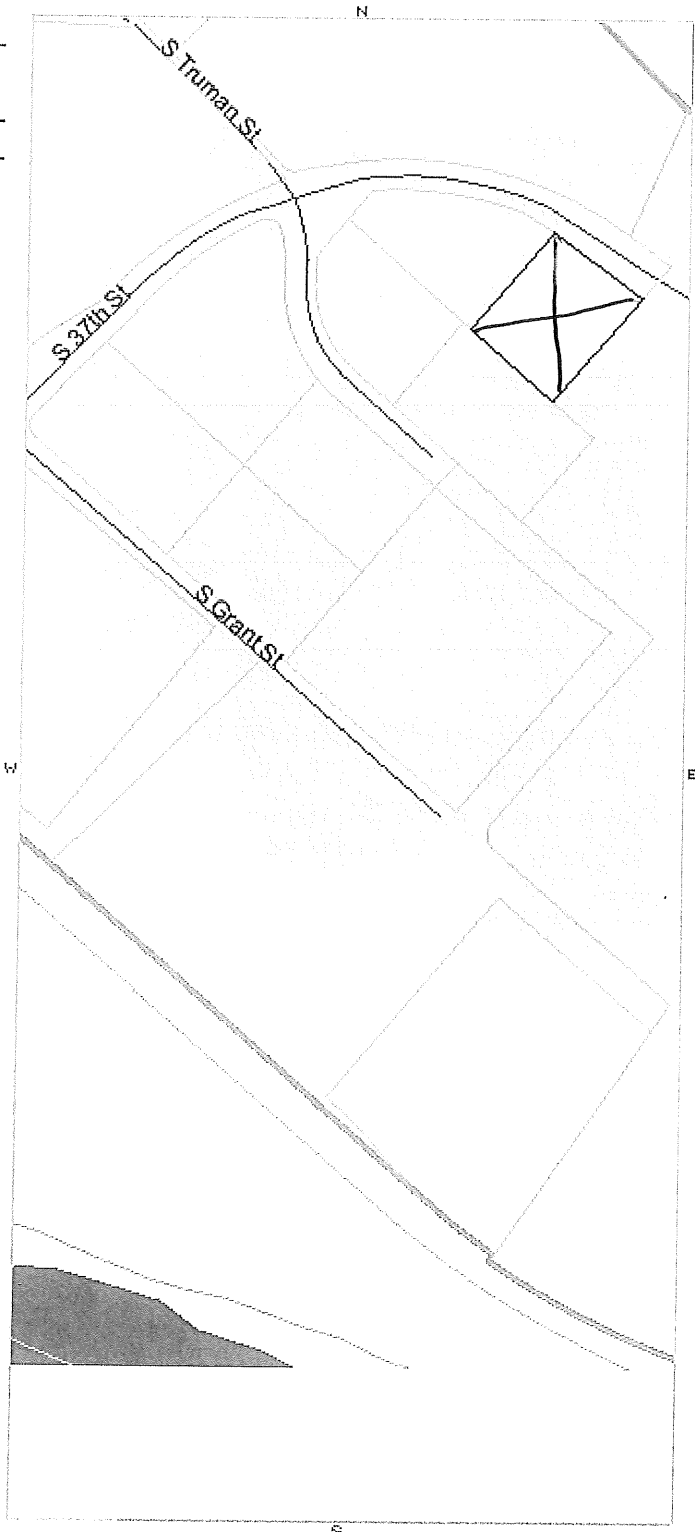
Sale Date:	05/03/2013
Document Type:	D-SWD
Excise Number	692784
Document Number	
Sale Amount:	\$1,150,000.00

**Property Photo**

Photo Date: 08/14/2007 W



Click photo for printable image



Scale: 1: 3,153

Quick View: Select a location

Map Tool: Pan

Active Layer: Parcels

powered by geocortex



## FIRST ADDENDUM TO LEASE

This FIRST ADDENDUM TO LEASE is made this day by and between the PORT OF CAMAS-WASHOUGAL, a Washington public port district hereinafter called "Lessor", and RECLUSE BREW WORKS LLC, Washington state limited liability company authorized to engage in business and engaging in business in the State of Washington, hereinafter called "Lessee".

WHEREAS, Lessor and Lessee entered into that certain lease dated April 1, 2023, thereby leasing and letting unto Lessee Lessor's Industrial Building No. 20, Bay 1-2 (approximately 6,600 square feet) and adjoining yard area, located at 4035 South Grant St, Washougal, Clark County, Washington 98671 ("Lease"); and

WHEREAS, pursuant to agreement reached between Lessor and Lessee, the Lease shall be modified as set forth below.

NOW, THEREFORE, Lessor and Lessee do hereby amend the Lease follows:

1. Definitions. All capitalized terms used in this First Addendum, unless specifically defined herein, have the same meanings attributed to them in the Lease.
2. Section 4 of the Lease, regarding RENT, is hereby deleted entirely and replaced as follows:

Section 4. RENT. Lessee shall pay to Lessor, without any notice or demand, and without setoff or deduction, in addition to taxes, assessments and other charges required to be paid hereunder by Lessee, base rent for the Premises ("Base Rent") in the following amounts:

Rent for 4/1/23 to 7/31/23: \$0

Rent for 8/1/23 to 3/31/24: \$ 6,120.00

Rent for 4/1/24 to 3/31/25: \$ 6,288.30

Rent for 4/1/25 to 3/31/26: \$ 6,461.65

Rent for 4/1/26 to 3/31/27: \$ 6,640.20

Rent for 4/1/27 to 3/31/28: \$ 6,314.10

In addition to the Base Rent specified above, Lessee shall pay to Lessor with each monthly Base Rent payment the Washington State Leasehold Tax on the leased Premises, which tax is currently 12.84% of the monthly rental payment. Rental payments are payable in advance on the 1st day of each month during the term of this lease.

Lessee agrees to pay a late charge, in an amount equal to 7% of the monthly rental payment then due with any rental or leasehold tax payment which is not received in

full by Lessor by the tenth day of the month.

3. Section 2 of the Lease, regarding TERM, is amended to add the following provisions:

Option to Extend Conditionally Granted. In addition to the initial term of this Lease, which terminates March 31, 2028 ("Initial Term"), Lessor grants to Lessee an option to extend this Lease for one (1) additional five (5) year term, provided that Lessor receives written notice of Lessee's intent to renew from Lessee at least one-hundred and eighty 180 days (180) prior to the expiration of the Initial Term ("Option Notice") and provided further that Lessee is otherwise in compliance with all provision of the Leases at the time of said Option Notice and Lessee remains in compliance with the Lease terms. The absence of Lessee providing timely Option Notice will be deemed to be notice that Lessee intends to vacate upon expiration of the Initial Term.

Base Rent for Option Term. Prior to the entry of any such lease extension, Lessor and Lessee mutually agree on a new Base Rent rate, which shall be equal to the fair market value of the Lease interest at the time of Option Notice. If Lessor and Lessee cannot agree upon the fair market value of the leasehold interest by November 20, 2028, the Lessor and Lessee shall hire an MAI appraiser who will, by appraisal, establish the fair market value of the leasehold and the Base Rent for the Option Term. If Lessor and Lessee cannot mutually agree on an MAI appraiser by November 20, 2028, Lessor shall select the MAI appraiser. In all cases, the cost of the appraisal shall be shared equally by Lessee and Lessor.

4. Savings. Except as expressly modified as specifically provided by this First Addendum, the terms of the original Lease shall remain unchanged and in full force and effect, and Lessor and Lessee hereby affirm and shall fully comply with the terms of original Lease and this Addendum.

**[signatures on following page]**



# PORT OF CAMAS WASHOUGAL COMMISSION

## Resolution 3-23

### **A Resolution of The Port of Camas Washougal Commission Authorizing The Sale Of Vessel By Public Auction To Recover Amounts Owed.**

WHEREAS, on 08/22/2022, the Port of Camas/Washougal, Washington ("Port") impounded the following vessel for failure of the owners to pay moorage and other charges owed to the Port:

1993 28' Carver – Blue/White  
HIN # CDRF4032J293  
Washington Reg # WN3011NV34' ("Vessel").

WHEREAS, the names and address of last known person(s) who claim an ownership interest in the Vessel are Glenn Severns & Angela Severns, of 307 Mission Drive, Condon, MT 59826 ("Owners")<sup>1</sup>.

WHEREAS, the Port provided notification to the presumed Owners by registered mail at their last known address. Over ninety days has since elapsed, and the Vessel is now conclusively presumed to have been abandoned by the Owners.

WHEREAS, RCW 53.08.320 provides that if a vessel moored or stored at a moorage facility is abandoned, the Port may, by resolution of its legislative authority, authorize the public sale of the vessel by authorized personnel to the highest and best bidder for cash as prescribed by law.

WHEREAS, Port Staff seeks Commission approval to authorize the sale of the Vessel as provide by state law to recoup amounts owed.

NOW, THEREFORE, be it resolved that:

1. Sale Authorized. The Port of Camas-Washougal Commission authorizes the sale of the Vessel as provide by state law to recoup amounts owed to the Port, at a date and time determined by Port Staff.
2. Notice of Sale Required. Before the Vessel is sold, the Vessel Owners shall be given at least twenty days' notice of the sale by registered mail, which notice shall contain the time and place of the sale, a reasonable description of the Vessel to be sold, and the amount of port charges owed. The same notice of sale also shall be published at least once, more than ten but not more than twenty days before the sale, in a newspaper of general circulation in Clark County.
3. Notice of Possible Litigation. The Port's notice shall also advise that before the Vessel is sold, any person seeking to redeem an impounded vessel under this section may commence a lawsuit in Clark County superior court to contest the validity of the impoundment or the amount of the port charges owing. Such lawsuit must be commenced within ten days of the date the registered mail was sent, or the right to a hearing shall be deemed waived and the Owners shall be liable for any port charges owed to the Port. In the event of litigation, the prevailing party shall be entitled to recover their reasonable attorneys' fees and costs.
4. Method to Avoid Sale. At any time prior to the sale, the Owner(s) may regain possession of the Vessel by paying all Port charges and expenses related to

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<sup>1</sup> Although Lacamas Credit Union, with address of P.O. Box 1108, Camas, WA 98607, appears on the Vessel's title, the Port has confirmed Lacamas no longer holds an ownership interest.

the Vessel, and by making immediate arrangements to remove the Vessel from Port property.

5. Sale Terms. The Vessel shall be sold without warranty or representation as to its condition or seaworthiness. The Vessel shall be sold to the highest and best bidder for cash, cashier's check, or money order, payable at the time of sale. The Port may bid all or part of its port charges at the sale and may become a purchaser at the sale.
6. Sale Proceeds. The proceeds of the Vessel's sale shall first be applied to the payment of Port charges. The balance, if any, shall be paid to the Owners. If the Port using reasonable due diligence cannot locate the Owners within one year of the sale date, any excess funds from the sale shall revert to the State of Washington derelict vessel removal account established in RCW 79.100.100. If the sale is for a sum less than the applicable port charges, the Port moorage facility operator is entitled to assert a claim for a deficiency.
7. Vessel Title If No Sale. If no one purchases the Vessel at the sale, or the Vessel is not removed from the Port premises or other arrangements are not made within ten days of sale, title to the Vessel will revert to the Port, as provided by law.

ADOPTED this 15<sup>th</sup> day of February, 2023 by the Port of Camas Washougal Commission.

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John Spencer, President

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Larry Keister, Vice President

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Cassi Marshall, Secretary/Treasurer

# PORT OF CAMAS WASHOUGAL COMMISSION

## Resolution 4 - 23

### **A Resolution of the Port of Camas Washougal Commission amending its Comprehensive Scheme of Harbor Improvements to add certain Real Properties Acquired by the Port of Camas Washougal**

WHEREAS, the Port of Camas Washougal has approved a Comprehensive Scheme of Harbor Improvements for the development of port improvements, development of industrial lands and development of other lands owned by the Port of Camas Washougal in Clark County.

WHEREAS, the Port has acquired ownership of certain real properties within its district boundaries and now seeks to include those properties within the Port's Comprehensive Scheme of Harbor Improvements.

WHEREAS, the two real properties to be added to the Port's Scheme are: (1) approximately 4.02 acres, Clark County Tax Parcel Number 175511000; commonly described as 813 NE 267nd Avenue, Camas, WA 98607, together with all buildings and other improvements located on the land and as legally described in **Exhibit A** attached hereto (the "**267<sup>th</sup> Avenue Property**"), and (2) approximately 5 acres, Clark County Tax Parcel Number 175544000; commonly described as 26419 10th Street Camas, WA 98607, together with all house(s), hangers, garages and buildings and other improvements located on the land described in **Exhibit B** (the "**10<sup>th</sup> Street Property**").

WHEREAS, pursuant to RCW 53.20.030, no improvements shall be constructed by the port district on property unless such properties and improvements shall, when completed, are owned by such port district and are included with the Port district's Comprehensive Scheme of Harbor Improvements adopted pursuant to Chapter 53.20 RCW, after public notice and public hearing as provided by RCW 53.20.020.

WHEREAS, the required public notice was given, and a public hearing was held as required by statute.

NOW, THEREFORE, be it resolved that:

1. The Port's Comprehensive Scheme of Harbor Improvements shall be and hereby is amended add (1) the 267<sup>th</sup> Street Property and (2) the 10<sup>th</sup> Street Property to the Port's Comprehensive Scheme of Harbor Improvements.

ADOPTED this 15<sup>th</sup> day of February, 2023 by the Port of Camas Washougal Commission.

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John Spencer, President

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Larry Keister, Vice President

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Cassi Marshall, Secretary/Treasurer

## **EXHIBIT “A”**

Legal Description of **267<sup>th</sup> Avenue Property**  
Commonly known as 813 NE 267nd Avenue, Camas, WA 98607

BEGINNING AT A POINT THAT IS 20.75 CHAINS EAST AND 34.80 CHAINS SOUTH OF THE QUARTER CORNER BETWEEN SECTIONS 23 AND 26, TOWNSHIP 2 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON;

THENCE WEST 340 FEET; THENCE SOUTH 643.5 FEET; THENCE EAST 340 FEET; THENCE NORTH 643.5 FEET TO THE POINT OF BEGINNING. EXCEPT THAT PORTION, IF ANY, LYING IN THE PUBLIC ROADS.

AND EXCEPT THE NORTH 208.0 FEET OF THE WEST 208.0 FEET THEREOF. EXCEPT THAT PORTION LYING WITHIN THE RIGHT OF WAY SR 500.

Situated in the County of Clark, State of Washington.

End of Exhibit "A"

## **EXHIBIT B**

### **LEGAL DESCRIPTION of 10<sup>th</sup> Street Property**

Commonly described as 26419 10th Street Camas, WA 98607

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF CLARK, STATE OF WASHINGTON AND IS DESCRIBED AS FOLLOWS:

A PORTION OF SECTION 26. TOWNSHIP 2 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN IN CLARK COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

Beginning at the quarter section corner common to Section 23 and 26, Township 2 North, Range 3 East Willamette Meridian, thence East along the Section line 1369.5 feet; thence South 2296.8 feet to the Northeast corner of the Clark-Skamania Development Corporation tract as described under Auditor's File No. G 523662 thence along the North line of said tract South West 841.10 feet to the true point of beginning; thence from said true point of beginning, and parallel with the West line of said tract South 643.6 feet to a point on the South line of said tract; thence East along said South line 338.47 feet; thence North 643.5 feet to a point on the North line of said tract; thence West 338.47 feet to the true point of beginning.

Situate in the Clark County Washington  
Parcel ID 175544000

Legal Description (abbreviated): A portion of Section 26 TWP 2 North Range 3E.