

PROPERTY TRANSFER/PURCHASE AGREEMENT

The City of Camas, Washington and Columbia Land Trust hereby make the following agreement regarding the transfer of interest in real property.

RECITALS:

1. The Parties:

The parties to this agreement are the City of Camas, a municipal corporation of the State of Washington, hereafter referred to as City, and Columbia Land Trust, a nonprofit corporation organized under the laws of the State of Washington, with its principal place of business in Vancouver, Washington, hereafter referred to as Land Trust. Columbia Land Trust is a nonprofit nature conservancy corporation as that term is defined by RCW 64.04.130. The primary purpose of the Land Trust is to conserve natural resources and open space for the benefit of the public, consistent with its corporate charter, tax-exempt status and acquisition policies.

2. The Property:

The real property which is the subject of this agreement consists of approximately 43.43 acres known as "Fallen Leaf Lake" identified by parcel numbers 90850000 (1.09 acres), 90245000 (30.45 acres) and 90229000 (11.89 acres). The Property is located on the north, west, and south sides; respectively, of Fallen Leaf Lake in Camas, WA. Full legal descriptions of these parcels are attached to this agreement as "Exhibit A", and is hereby incorporated by reference. The parcels were acquired for conservation purposes using Clark County, WA Conservation Futures Funding.

3. The Parties' Mutual Interest in the Property

The City intended to acquire title to the Property, using Conservation Futures Funding provided through Clark County, WA, consistent with the City's plans and goals to provide open space and recreation lands along Fallen Leaf Lake, which is also consistent with the Conservation Futures Natural Areas Acquisition Plan. The City desired to defer the acquisition of title in order to maximize its opportunities to obtain grants and other funds. Pending acquisition, the City desired to have title held by the Land Trust.

Land Trust was willing to acquire and hold title to the Property on an interim basis and to convey the Property to the City upon request.

The City and the Land Trust have abided by the terms of a Memorandum of Understanding dated April 12, 1999 as most recently amended by an Amendment 3 regarding the Property dated June 17, 2024 (the "MOU"). The Parties continue to honor the terms of that MOU and confirm its terms.

4. Land Trust agrees to transfer title of the Property to the City, subject to the following terms and conditions:

- a) City and Land Trust have executed this property transfer/purchase agreement;
- b) Land Trust shall furnish any legal and due diligence documents in the Land Trust's possession to City related to the MOU;
- c) Upon request, Land Trust shall furnish City all annual inspection and management reports regarding the Property prepared by Land Trust during the time Land Trust held title to Property
- d) Land Trust shall transfer title by bargain and sale deed, subject to a deed restriction requiring that the Property remain in conservation as a park and/or natural area;
- e) The City will purchase title insurance in the full fair market value of the Property; and
- f) The City shall pay all escrow fees and closing costs, including, but not limited to, recording fees, taxes and title insurance premiums.

5. Compensation:

City agrees to pay Land Trust \$31,500 in consideration for the Land Trust holding title to the Property for an extended period of time. Compensation shall be considered as payment in full for all outstanding stewardship fees, acceptance and holding of title for the Property consistent with previous and current agreements, and for any transaction costs associated with the transfer of Fallen Leaf Lake property.

6. Indemnity:

City agrees to reimburse, save, indemnify, protect, defend and hold harmless the Land Trust and its officers, directors, employees and agents from and against any and all claims, losses, liabilities, costs, damages and expenses (including reasonable attorneys' fees at trial, including any trial or proceedings in bankruptcy and on any appeal or review) incurred by the Land Trust or the other indemnified parties arising in any manner out of the operations or activities of the City or in connection with the Property before or after the Closing. The indemnity obligations set forth in this Section 6 shall survive Closing and the recordation of the deed conveying the Property to the City. CLT hereby certifies that to the best of their knowledge there are no pending claims related to the property nor are they aware of any incidents which may reasonably result in any claim for damages being presented.

7. General Provisions:

a. Names, addresses and notices:

All notices and correspondence shall be addressed to the parties, as follows:

COLUMBIA LAND TRUST
850 Officers' Row
Vancouver, WA 98661
(360) 696-0131

CITY OF CAMAS
City Hall
616 NE 4th Ave.
Camas, WA 98607
(360) 834-6864

b. Counterparts:

The parties may execute this agreement in two or more counterparts, which shall, in the aggregate, be signed by the authorized agents for both parties, and each counterpart shall be deemed an original instrument as against the party who signed it.

c. Amendments:

This Agreement constitutes the entire agreement between the parties. Any amendment to this Agreement shall be in writing and signed by both parties.

8. Choice of Law, Jurisdiction and Venue:

This agreement is governed by the law of the State of Washington. The Superior Court of Clark County, State of Washington, and this Agreement shall be governed by Washington law. The prevailing party in a lawsuit to enforce the terms of this Agreement shall be entitled to recover from the other its reasonable attorney's fees and costs.

EXECUTED on the _____ day of _____, 2025.

APPROVED AS TO FORM ONLY:

By: _____

CITY OF CAMAS, WASHINGTON

By: _____

Steven C. Hogan
Mayor

Date: _____

COLUMBIA LAND TRUST

By: _____

Meg Rutledge
Executive Director

Date: _____

Exhibit A

Legal Description of the Property

A tract of land located in Section 2, Township 1 North, Range 3 East, Willamette Meridian, City of Camas, Clark County, Washington; being more particularly described as follows:

BEGINNING AT A POINT marked by a 5/8 inch diameter iron rod marking the Northeast corner of that particular tract of land as shown on the survey recorded in Book 39 at Page 67, Records of said county, said iron rod also being located on the Westerly line of that tract of land conveyed to Anton Piller by deed recorded under Auditors File No. D 88033 records of said county; Thence Northerly along the West line of said Piller tract and along the Westerly lines of the following described tracts: Ralph Ferguson under Auditors File No. D 84208, Cecil B. Templer under Auditors File No. D 79220, Benjamin Franklin Lancaster under Auditors File No. D 51514, John C. Mihm under Auditors File No. F 19060, and Harlan E. Adair under Auditors File No. F 20807 to the Northwest corner of said Adair tract; Thence North $76^{\circ}30'$ East along the North line of said Adair tract, 160.6 feet to the West right of way line of NE Everett Street (SR 500); Thence Northerly following along said West right of way line to intersection with the South right of way line of NE Lake Road; Thence Northwesterly and Westerly following along said South right of way line to the eastern most corner of that particular tract of land shown as Adjusted Tax Lot #13 as shown in Record of Survey recorded in Book 44 at Page 30, Records of Clark County; Thence North $39^{\circ}10'00''$ West a distance of 50.86 feet; Thence North $41^{\circ}03'00''$ West a distance of 17.23 feet to the South line of that parcel conveyed to William Buhman by deed recorded in Deed Book 232 at Page 204, records of said county, as shown on Record of Survey recorded in Book 43 of surveys at page 180, records of said county; Thence South $74^{\circ}13'16''$ West along said South line a distance of 581.63 feet to the West line of said Section 2 and the west line of Adjusted Tax Lot #5 as shown in Record of Survey recorded in Book 44 at Page 30 of said county; Thence South $00^{\circ}50'00''$ West along said West line a distance of 1,535.11 feet to the Southwest corner of the Northwest Quarter of said Section 2; Thence continuing along said West line South $01^{\circ}04'56''$ West a distance of 657.91 feet; Thence South $89^{\circ}59'10''$ East leaving said west line a distance of 200.00 feet; Thence South $01^{\circ}04'56''$ West a distance of 223.10 feet to the south line of said Adjusted Tax Lot #5; Thence South $89^{\circ}59'08''$ East along said south line a distance of 1139.49 feet to a point marking the southeast corner of said Adjusted Tax Lot #5, said point also being the northeast corner of Tax Lot #1A as shown in Record of Survey recorded in Book 44 at Page 30 of said county; Thence South $00^{\circ}48'59''$ West a distance of 260.01 feet; Thence South $48^{\circ}30'35''$ East a distance of 314.52 feet; Thence South $00^{\circ}02'56''$ West a distance of 70.00 feet to a point marking the intersection with the North right of way line of NE 23rd Avenue and the West right of way line of NE Birch Street, said point also being the southeastern most corner of that particular tract of land conveyed to the City of Camas under Auditors File No. 9608200411 and shown in Record of Survey recorded in Book 39 at Page 67; Thence South $89^{\circ}09'44''$ East along said North right of way line of NE 23rd Avenue and the South line of said tract a distance of 240.52 feet to the Southeast corner thereof; Thence North $00^{\circ}50'00''$ East along the East line of said tract a distance of 551.83 feet to a 5/8 inch diameter iron rod marking the Northeast corner thereof and the POINT OF BEGINNING of this description.

EXCEPT that tract of land conveyed to David E. Gano and Pristine E. Gano under Auditors File No. 3420038.

EXCEPT that tract of land conveyed to Portland Gas and Coke Company under Auditors File No. G 200226.