

REAL ESTATE TRANSFER AGREEMENT

1. **Effective Date:** 6-15, 2026
2. **Parties:** Harumi Morota, hereinafter referred to as "Grantor";

and

The City of Camas, a Washington municipal corporation, hereinafter referred to as "Grantee".
3. **Property Sold:** Subject to the terms, conditions and considerations set forth herein, the Grantor agrees to sell to the Grantee and the Grantee agrees to accept from the Grantor certain real property located in Clark County, Washington, described as follows:

County of Clark, State of Washington

SEE ATTACHED EXHIBIT "A"
4. **Gift:** The transfer of the aforescribed real property will be without any monetary consideration.
5. **Escrow and Closing Agent:** Grantee hereby authorizes Grantor to establish an escrow with Clark County Title for the closing of the transaction contemplated herein, and to deliver to said closing agent an original of this agreement, escrow and closing instructions, and any and all other documentation necessary for closing. This agreement shall be closed on or before August 1, 2026, which shall be the termination date.
6. **Title Insurance:** Grantee, at Grantee's expense, shall be furnished with a standard form owner's policy of title insurance at closing. Closing agent shall apply for a preliminary commitment for such insurance with a title insurance company. The policy shall insure title to the Premises in Grantee to the full extent of the appraised value of the premises, subject to no encumbrances, defects or liens except those specified in the printed policy form, and those which are set forth in this agreement. If title cannot be made so insurable on or before the closing date called for herein, either party may terminate this agreement by written notice to the other party.
7. **Title and Conveyance:** Title of Grantor is to be free of encumbrances or defects except:
 - 7.1. Rights reserved in federal patents or state deeds; building or use restrictions general to the district, including governmental platting and subdivision requirements; reserved hydrocarbon and mineral rights; existing utility and other easements of record approved by Grantee and not inconsistent with Grantee's intended use; existing covenants, conditions, restrictions, deed exceptions and reservations of record as approved by Grantee and not inconsistent with Grantee's intended use; all of which shall not be deemed encumbrances or defects.
 - 7.2. Grantor shall convey title to the Premises to Grantee by warranty deed, subject to those encumbrances, liens and defects noted and excepted in Paragraphs 7 and 8 of this agreement, and subject to encumbrances and defects assumed, and accepted or approved by Grantee as provided in Paragraphs 6 and 7 of this agreement.
8. **Closing Costs:** Grantee shall be responsible for paying all escrow/closing fees,

recording fees, real estate excise tax, the title insurance premium, and all attorney's fees incurred by Grantee.

9. ~~Appraisal: Grantee agrees to furnish to Grantor at Grantee's cost an appraisal of the premises.~~ ^{HM}

10. Possession: Grantee shall be entitled to possession of the Premises from and after closing.

11. Conditions Precedent: The enforceability of this agreement by the parties hereto and the obligations of the parties to close escrow are subject to the occurrence or waiver of each of the following conditions precedent on or before the date established for closing as hereinabove set forth:

11.1 Approval of the condition of title to the Premises by Grantee.

11.2 That all representations and warranties are true on the date of closing.

If any of the conditions are not satisfied or waived by the party who benefits from such conditions at or prior to closing, such party, without prejudice to any other rights or remedies herein provided, may withdraw from this transaction and be released from all liability hereunder by giving written notice to the other party and the escrow/closing agent. The parties' agreement to close this transaction constitutes their approval or waiver of all such conditions.

12. Waiver: No act or omission of either party hereto shall at any time be construed to deprive such party of a right or remedy hereunder or otherwise be construed so as to at any future time stop such party from exercising such right or remedy. Failure of a party at any time to require performance of any provision of this agreement shall not limit the right of that party to enforce the provision, nor shall any waiver by a party of any breach of any provision constitute a waiver of any succeeding breach of that provision, or waiver of that provision itself, or any other provision.

13. Escrow or Closing Instruction: This agreement shall serve as and/or be incorporated into the escrow or closing instructions for the closing of this transaction. Any inconsistencies between this agreement and escrow or closing instructions provided by the parties shall be resolved in favor of this agreement.

14. Non-Merger: Provisions of this agreement shall not be deemed to have merged into the closing documents, but shall survive the closing and continue in full force and effect.

15. Closing and Termination: Grantee shall have until the closing date to satisfy or waive all contingencies referenced in Section 11, above, unless terminated according to the provisions of this agreement. The parties may by mutual agreement extend the closing date. Each party will deposit with the closing agent all instruments and monies necessary to complete the purchase and sale.

16. Taxes and Assessments: After closing, Grantee shall assume all real estate and personal property taxes and assessments which thereafter become due on the Premises.

17. Notices: Notices or demands hereunder shall be in writing and may be mailed or delivered personally. If mailed, such notices shall be sent with postage prepaid, by certified mail, return receipt requested, and the date marked on the return receipt by United States Postal Service shall be deemed to be the date on which the party received the notice. Notices shall be mailed or delivered to the last known addressee or the parties.

To Grantee: CITY OF CAMAS
Attn: City Administrator
616 NE Fourth Avenue
Camas, WA 98607

To Grantor:

Harumi Morota
2232 NE 3rd loop
CAMAS WA
360-726-9158

18. **Grantor's Warranties:** Grantor warrants the following:

18.1 That he has no notice of any liens to be assessed against the Premises.

18.2 That he has no notice from any governmental authority or agency of any violation of law or ordinance relating to the Premises.

18.3 That he has no notice or knowledge of any material defect in the Premises which has not been disclosed to Grantee in writing.

18.4 To the best of Grantor's knowledge, the Premises are free from all hazardous materials and that no hazardous materials have been used or placed on the Premises during the period of its ownership.

19. **Disclosure of Representation:** It is understood that this Real Estate Grantee and Sale Agreement has been prepared by Shawn R. MacPherson, attorney, for the benefit of The City of Camas, Grantee.

20. **Miscellaneous:**

20.1 **Gender and Number:** As used in this agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to include the others whenever the context so indicates.

20.2 **Interpretation/Construction:** Paragraph headings have been included for the convenience of the parties and shall not be considered a part of this agreement for any purpose relating to construction or interpretation of the terms of this agreement and shall in no way limit any of the provisions of this agreement.

20.3 **Entire Agreement and Amendment:** This agreement constitutes the entire agreement of the parties hereto, supersedes and replaces all prior or existing written and oral agreements between the parties, and may not be amended other than in writing, signed by all parties.

20.4 **Successors and Assigns:** The terms and provisions of this agreement shall be binding upon and shall inure to the benefit of the heirs, legal representatives and proper and permitted assigns and successors of the parties.

20.5 **Closing Agent:** For purposes of this agreement, "closing agent" shall be defined as a person authorized to perform escrow or closing services who is designated by the parties hereto to perform such services.

20.6 **Date of Closing:** For purposes of this agreement, "date of closing" shall be construed as the date upon which all appropriate documents are recorded and proceeds of this sale are available for disbursement to Grantor. Funds held in reserve accounts pursuant to escrow or closing instructions shall be deemed, for purposes of this definition, as available for disbursement to Grantor.

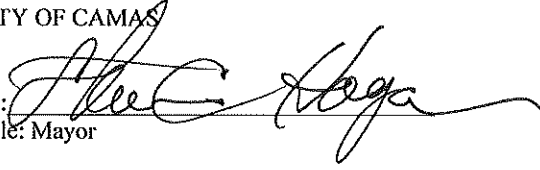
20.7 **Time of the Essence:** Time is of the essence of this agreement.

20.8 **Governing Law and Venue:** This agreement shall be governed by and interpreted in accordance with Washington law. Any action or litigation arising out of or in connection with this agreement shall be conducted in Clark County, Washington.

21. **Ratification:** This agreement shall not be binding upon the City of Camas until ratified by the City Council of the City of Camas at a regularly scheduled council meeting. The City agrees to submit this agreement for ratification at the next regularly scheduled council meeting following acceptance by Grantor.

DATED this 11 day of June, 2026.

CITY OF CAMAS

By: 
Title: Mayor

On the _____ day of _____, 2026, the undersigned hereby approves and accepts the sale set forth in the above agreement and agrees to carry out all the terms thereof on the part of the Grantor.

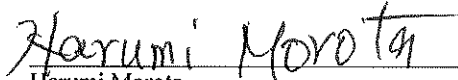

Harumi Morota

EXHIBIT A

LEGAL DESCRIPTION: Real property in the County of Clark, State of Washington, described as follows:

Parcel I

Lot 4 of Short Plats, according to the plat thereof, recorded in Book 2 of Short Plats, at Page 553, under Auditor's File No. 9105200083, records of Clark County, Washington.

Parcel II

A parcel of property in the David C. Parker Donation Land Claim, in the Northwest quarter of Section 12, Township 1 North, Range 3 East of the Willamette Meridian described as follows.

BEGINNING at the Southeast corner of Lot 4 of that Short Plat recorded in Book 2 at page 553 of Clark County records, thence North 05° 19'22" East along the East line of said Lot 4, a distance of 79.54 feet to a 1/2 inch iron rod with "Minister" cap as shown on said short plat; thence South 01°07'58" West to the South line of that parcel of property conveyed to William Swickard by deed recorded under Auditor's File No. 8806210209 of Clark County records; thence Southwesterly along said South line to the line described in that Boundary Line Agreement recorded under Auditor's File No. 9103080057 of Clark County records; thence North 05°19'22" East, along said Boundary Agreement Line to the Point of Beginning.