

REAL ESTATE PURCHASE AND SALE AGREEMENT  
WITH EARNEST MONEY PROVISION

1. **Effective Date:** November 12, 2024
2. **Parties:** Betty Kreiter, a single woman, and Mark Fricke and June Fricke, husband and wife, hereinafter referred to as "**Seller**";
- and
- The City of Camas, a Washington municipal corporation, hereinafter referred to as "**Purchaser**".
3. **Property Sold:** Subject to the terms, conditions and considerations set forth in this "Real Estate Purchase and Sale Agreement with Earnest Money Provision" (this "**Agreement**"), the Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller certain real property located in Clark County, Washington, described as follows, together with all improvements located thereon (the "**Property**");

County of Clark, State of Washington

See Exhibit "A", attached hereto and by this reference incorporated herein.

Notwithstanding any provision of this Agreement to the contrary, Seller shall retain the right to remove any personal property or fixtures that comprise a part of the buildings located on the Property, as Seller may elect in its sole discretion, and such items shall be deemed removed from the Property being conveyed by this Agreement.

4. **Purchase Price:** The total purchase price for the Premises shall be \$2,637,000.00, payable in cash at closing as conditioned herein.
5. **Earnest Money Deposit:** Within \_\_\_ days of full execution of this Agreement, Purchaser herewith deposits to Seller the sum of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) as earnest money deposit. The earnest money shall be held in escrow by Clark County Title, (the "**Closing Agent**") for the benefit of the Parties. The deposit contemplated hereby shall be nonrefundable to Purchaser, and delivered to Seller upon any termination except and unless this Agreement expressly provides that such funds shall be returned to Purchaser upon such termination.

6. **Escrow and Closing Agent:** Purchaser hereby authorizes Seller to establish an escrow with Closing Agent for the closing of the purchase and sale transaction contemplated herein (the “**Closing**”), and to deliver to said Closing agent an original (or electronic copy) of this agreement in connection with opening escrow. The Closing shall occur on or before January 24, 2025 (the “**Closing Deadline**”). The Closing shall occur on the Closing Deadline if the parties do not expressly agree to proceed with Closing on an earlier date. At Closing, Purchaser and Seller shall deposit with the Closing Agent all documents and funds required to close the transaction in accordance with the terms of this Agreement. The sale of the Property shall be deemed “closed” as determined by Section 26.6 below.

7. **Title Insurance:** Purchaser, at Seller’s expense, shall be furnished with a standard form owner’s policy of title insurance (a “**Standard Policy**”) at Closing. Purchaser shall be solely responsible for the cost of any extended coverage, endorsements, or other modifications to the Standard Policy that Purchaser may wish to obtain. Closing agent shall apply for a preliminary commitment for such insurance with a title insurance company. The Standard Policy shall insure title to the Premises in Purchaser with a policy amount equal to the Purchase Price, subject to (i) the standard preprinted exceptions set forth in the printed policy form, and (ii) all other Permitted Exceptions, as defined and identified in this agreement. If the Standard Policy cannot be issued at Closing consistent with the terms of this Section 7, either party may terminate this agreement by written notice to the other party delivered prior to the Closing date. Upon either party’s proper exercise of its termination right under this Section 7, the earnest money deposit and any down payment proceeds shall be refunded to Purchaser, less title insurance company charges.

8. **Title and Conveyance:** Within a commercially reasonable period after the full execution of this Agreement, Seller shall cause to be delivered to Purchaser a preliminary title commitment from the Escrow Agent (the “**Title Commitment**”), showing the status of Seller’s title to the Property, together with copies of all documents shown therein as exceptions to title (“**Exceptions**”). Purchaser shall have thirty (30) days after receipt of a copy of the Title Commitment within which to give notice in writing to Seller of any objection to such title or to any liens or encumbrances affecting the Property. Within ten (10) business days after receipt of such notice from Purchaser, Seller shall give Purchaser written notice of whether it is willing and able to remove the objected-to Exceptions. Without the need for objection by Purchaser, Seller shall, with respect to liens and encumbrances that can be satisfied and released by the payment of money, eliminate such exceptions to title on or before Closing. Within ten (10) business days after receipt of such notice from Seller (the “**Title Contingency Date**”), Purchaser shall elect whether to: (i) purchase the Property subject to those objected-to Exceptions that Seller is not willing or able to remove (and such matters shall be deemed Permitted Exceptions); or (ii) terminate this Agreement. If Purchaser fails to give Seller notice of Purchaser’s election within the aforementioned ten (10) business day time period, then such inaction shall be deemed to be Purchaser’s election to terminate this Agreement.

8.1. The term “**Permitted Exceptions**” shall mean the following: (i) Rights reserved in federal patents or state deeds; (ii) building or use restrictions general to the district, including governmental platting and subdivision requirements; (iii) reserved hydrocarbon and mineral rights approved by Purchaser; (iv) the lien of taxes not yet due and payable (if applicable), (v) all existing easements, covenants, conditions, restrictions, deed exceptions, reservations and other title encumbrances of record affecting the Property, save and except for those which Seller expressly and specifically agrees in writing to cure prior to Closing (as provided above); (vi) matters that would be disclosed by an accurate survey of the Property, and (vii) all other standard preprinted exceptions set forth in the title commitment for the Property (for inclusion in the Standard Policy).

8.2. Encumbrances to be discharged by Seller may be paid out of the purchase price (i.e., the sale proceeds) at the date of Closing. Seller shall convey title at Closing by statutory bargain and sale warranty deed, subject only to the Permitted Exceptions (the “Deed”).

9. **Closing Costs:** Purchaser shall be responsible for paying all costs associated with the escrow/closing fee, the recording fee, the title costs allocated to Purchaser pursuant to Section 7 above, and all attorney’s fees incurred by Purchaser. Seller shall be responsible for payment of the title insurance premium for the Standard Policy only, and all attorney’s fees incurred by Seller. Purchaser is acquiring the Premises under threat of condemnation and it is not anticipated that any excise taxes will be paid by Seller. However, in the event excise taxes are payable by Seller in connection with this transaction, Purchaser shall reimburse Seller for all such excise taxes within thirty (30) days after the Closing Date, and this obligation shall survive closing.

10. **Taxes:** Seller acknowledges that upon sale to the City, the subject real property becomes tax exempt. Seller agrees to pay all real property taxes assessed up to the time of sale Closing, to the extent such taxes are due and payable on the Closing (otherwise, Purchaser shall receive a closing proration credit as of Closing on account of such unpaid real property taxes, applied in reduction of the Purchase Price payable at Closing). The Property at closing shall be withdrawn from any current use assessment pursuant to RCW 84.34.108. Purchaser is acquiring the Premises under threat of condemnation and it is not anticipated that any back taxes, interest or penalties for removal of the Premises from any current use classification will be assessed.

11. **Possession:** Seller may continue possession for a period of 45 days without charge from the date of closing on the following conditions: Seller acknowledges that no further notice to vacate shall be required by law and that the continued occupancy is not subject to the Residential Landlord Tenant Act; any continuation beyond the agreed term may be subject to the Unlawful Detainer statute (RCW 591.2); Seller shall continue all insurance coverages during the period of this extension and pay for all utilities; Seller shall make no improvements or alterations of any kind to the premises; and Seller shall not sublet or assign any rights to continued occupancy. For any period of occupancy beyond 45 days the Purchaser and Seller shall enter into terms as noted in Section 23 herein.

12. **Conditions Precedent:** 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 (i) the date set forth below in this Section 12; or, if no date is provided below, (ii) the Closing Date:

12.1 Approval of the condition of title to the Premises by Purchaser within 30 days of receiving the Title Commitment and all exception documents, as provided pursuant to the terms of Section 8 above.

12.2 Written approval (“**Approval Notice**”) of the condition of the Premises by Purchaser (“**Feasibility Review**”) within 60 days following execution of this Agreement (“**Feasibility Review Period**”), including completion of any environmental studies and assessments deemed necessary by Purchaser at their sole cost. Seller has heretofore provided Purchaser copies of all previously completed studies or assessments known to Seller. Seller will allow Purchaser and its agents, employees, and consultants access to the Property, for a period not to exceed 45 days following the mutual execution of this Agreement, for purposes of inspecting the Property, with reasonable prior notice to Seller. Purchaser must promptly restore the Property to its condition prior to Purchaser’s inspection of the Property. If Purchaser has not delivered the Approval Notice prior to the expiration of the Feasibility Review Period, or in the event Purchaser elects to terminate this Agreement prior to the expiration of the Feasibility Review Period by written notice of such termination to Seller, then in either instance this Agreement shall immediately and automatically terminate, in which event the Deposit Earnest Money shall be returned to Purchaser, and the parties shall have no further rights, duties or obligations under this Agreement, except those that by their express terms, survive the termination of this Agreement.

12.3 That all representations and warranties are true in all material respects on the date of closing.

If any of the conditions are not satisfied or waived by the party who benefits from such conditions on or before (i) the date set forth below in this Section 12; or, if no date is provided above, (ii) the date of Closing, then in such instance such party, without prejudice to any other rights or remedies herein provided, may terminate this Agreement and all obligations hereunder (except for those expressly surviving termination) by providing written notice to the other party and the escrow/closing agent prior to the Closing date. The parties’ agreement to close this transaction constitutes their approval or waiver of all such conditions.

13. **Default:** If Purchaser defaults in the performance of its material obligations hereunder, including the failure to meet any timelines as noted in Section 12.1 and 12.2, and such default continues for a period of more than five (5) business days after written notice from Seller (provided, however, that Purchaser’s failure to proceed with the Closing prior to the Closing Deadline shall not be granted any notice and cure period), Seller’s sole remedy shall be to

withdraw the earnest money deposit from escrow as liquidated damages for such default and terminate this Agreement, after which the parties shall have no further rights or obligations other than those that expressly survive termination.

JPF WAF BJK Initials Doug Quinn  
seller purchaser

If Seller defaults in the performance of Seller's obligations hereunder, and such default continues for a period of more than five (5) business days after written notice from Purchaser (provided, however, that Seller's failure to proceed with the Closing prior to the Closing Deadline shall not be granted any notice and cure period), Purchaser, as its sole and exclusive remedies at law or in equity, may seek (i) specific performance to require performance by the Seller pursuant to the terms of this agreement, or (ii) terminate this Agreement, receive a return of its earnest money deposit, and be reimbursed for its actual, documented, out-of-pocket expenses incurred in connection with this Agreement, in an amount not to exceed \$25,000. Notwithstanding the foregoing, if Seller is unable to convey title to the subject Premises in the condition required pursuant to this agreement, the sole liability of Seller shall be to refund to Purchaser the earnest money deposit.

JPF WAF BJK Initials Doug Quinn  
seller purchaser

14. **Attorney Fees and Costs:** In the event litigation arises out of this agreement, the losing party agrees to pay the prevailing party's attorney fees incidental to said litigation, together with all costs and expenses incurred in connection with such action, including costs of searching records to determine the condition of title, and whether or not incurred in trial court or on appeal, or in any proceedings under the federal Bankruptcy Code or state receivership statutes.

15. **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.

16. **Escrow or Closing Instruction:** This agreement shall serve as and/or be incorporated into Seller's and Purchaser's 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.

17. **Survival.** None of the terms, covenants, conditions, representations, warranties and agreements of this Agreement shall survive the Closing Date, except as otherwise expressly provided to the contrary in this Agreement, or that by their express terms are intended to survive Closing.

18. **Closing and Termination:** Purchaser shall have until the Closing Deadline to satisfy or waive all contingencies referenced in Section 12, 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 transactions contemplated by this Agreement, whether or not such instruments and monies are expressly referenced in this Agreement.

19. **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 Purchaser:           City of Camas  
                                  Attn: City Administrator  
                                  616 NE Fourth Avenue  
                                  Camas, WA 98607

City of Camas  
Attn: Finance Director  
616 NE Fourth Avenue  
Camas, WA 98607

With a Copy to:  
Shawn R. MacPherson, Attorney at Law  
430 NE Everett  
Camas, WA 98607

To Seller:                Betty Kreiter  
                                  Mark and June Fricke  
                                  23404 NE Weakley Road  
                                  Camas, WA 98607

With a copy to:  
James D. Howsley  
Jordan Ramis PC  
1211 SW Fifth Ave., Suite 2700  
Portland, Oregon 97204

20. **Seller's Warranties:** Seller warrants the following:

20.1 State of Property. The Property will be substantially in the same condition as its current condition at the time Purchaser is entitled to possession.

20.2 No Actions, Claims, or Proceedings. There are no actions, claims or proceedings currently pending or, to Seller's actual knowledge, without a duty to investigate, threatened by, any governmental entity (zoning, condemnation, environmental or otherwise), or by any other party against Seller (in connection with the Property), or against the Property, or in connection with the transaction contemplated by this Agreement.

20.3 No Notices of Violations. No outstanding notices of violation of law or ordinances, orders, requirements, or regulations of any federal, state, county, municipal, or other governmental or quasi-governmental department, agency, or authority relating to the Property have been entered or received by Seller.

20.4 Compliance with Laws. To Seller's actual knowledge, without investigation, there are no outstanding material violations of any material federal, state, county, municipal, and other governmental statutes, laws, rules, regulations, or governmental agency orders, with respect to the Property.

20.5 No Assessments. To Seller's actual, current knowledge, without a duty to investigate, (i) no special or other assessments for public improvements are known to exist, and (ii) there are no pending special assessments that could affect the Property nor any other improvements presently planned that may result in such special assessments.

20.6 No Options. No person, firm, corporation, or other entity other than Purchaser has any right or option to acquire the Property or any portion thereof.

20.7 No Work. Except as disclosed to Purchaser in writing by Seller, no work has been performed or is in progress at the property, and no materials have been furnished to the Property or any portion thereof, which, though not presently subject to a recorded lien, might give rise to mechanic's, materialmen's or other liens against the Property, or any portion thereof.

20.8 No New Agreements. Seller will not permit or enter into any other agreements with respect to the Property which would continue after closing without Purchaser's prior written

consent.

20.9 Hazardous Substances. To Seller's actual, current knowledge, without a duty to investigate, (i) Seller has not caused or permitted any person using the Property to generate, manufacture, refine, transport, treat, store, handle, transfer, reproduce, or process "Hazardous Substances" (as defined below) or other dangerous or toxic substances, or solid waste, except in compliance with all applicable federal, state and local laws or regulations ("Applicable Laws"), and (ii) Seller has not knowingly caused or permitted of the "Release" (as defined below) of any hazardous substances on or off-site of the Property in violation of Applicable Laws. For purposes of this Section 20.9, the definition of the terms "**Hazardous Substances**" and "**Release**" shall be those used in the Superfund Act; provided, however, that the definition of the term "Hazardous Substance" shall also include, without limitation, petroleum and related by-products, hydrocarbons, asbestos or PCB's.

The representations and warranties of Seller contained in this Article and any other representations and warranties of Seller contained elsewhere in this Agreement shall be true and correct on and as of the date of this Agreement and shall be true and correct on and as of the date of Closing. If any of the foregoing representations and warranties is of a material nature and is not true in any material respect when made, or when re-certified at Closing, Purchaser may consider such material misrepresentation to be a default under this Agreement, entitling Purchaser to pursue the remedies set forth in Section 13 above; provided, however, that with respect to any representation or warranty made to the knowledge of Seller, Purchaser shall be entitled to exercise default remedies only if the substance of the representation or warranty is materially untrue, and if such untruth was known to Seller at the time the representation or warranty was made (or re-certified). If any of the foregoing representations and warranties is true as of the Effective Date, but is not true as of the Closing Date as a result of a matter, circumstance or event beyond the reasonable control of Seller, Purchaser shall not be entitled to consider the untruth of the representation or warranty as an event of default under this Agreement, but instead Purchaser may, at its election and as its sole remedy, terminate this Agreement by delivery of written notice to Seller, and in that event Purchaser shall be entitled to a return of the Deposit.

The representations and warranties of Seller set forth in this Paragraph 20 shall survive Closing for a period of six (6) months. If Purchaser discovers after Closing that any representation and warranty made by Seller that is of a material nature is not true in any material respect, Purchaser shall have the right to pursue any available remedy against Seller, including the recovery of actual damages, but excluding any consequential damages. Notwithstanding the foregoing, no claim for a breach of any representation or warranty of Seller shall be actionable or payable: (x) if the breach in question results from or is based on a condition, state of facts or other matter of which Purchaser had actual (as opposed to implied or constructive) knowledge prior to Closing, (y) unless written notice containing a description of the specific nature of such breach shall have been given by Purchaser to Seller prior to expiration of the 6-month survival



period, and an action shall have been commenced by Purchaser against Seller within thirty (30) days after the notice, and (z) unless the valid claims for all such breaches collectively aggregate at least \$25,000.00. Additionally, in no event shall Seller's liability under this Agreement exceed Two Hundred Fifty Thousand Dollars (\$250,000.00) in connection with one or more breaches of the representations and warranties contained in this Agreement.

21. **Purchaser's Warranties:** Purchaser warrants the following:

Purchaser hereby represents and warrants to Seller as of the date of this Agreement, as follows:

21.1 Purchaser is a legal entity in the State of Washington. Purchaser has taken all necessary action to authorize the execution, delivery, and performance of this Agreement. The individuals executing this Agreement on behalf of Purchaser have the legal power, right and actual authority to bind Purchaser to the terms hereof.

21.2 This Agreement constitutes the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting or limiting rights of contracting parties generally.

21.3 Neither this Agreement nor the consummation of the transaction contemplated by this Agreement will violate, be in conflict, or otherwise result in a default under any agreement or instrument to which Purchaser is a party or by which Purchaser is bound, or any judgment, decree, order, statute, rule, or regulation applicable to Purchaser.

21.4 The representations and warranties of Purchaser contained in this Article and any other representations and warranties of Purchaser contained elsewhere in this Agreement shall be true and correct on and as of the date of this Agreement and shall be true and correct on and as of the date of Closing.

22. **As Is Condition, No obligation to Improve/Repair:**

(a) "As-is Sale." Except as expressly set forth in this Agreement, the Property is being sold and conveyed "as is" and "with all faults" and Seller has not made, does not make, and hereby disclaims any and all express or implied representations and warranties regarding or relating to the condition, suitability for any particular purpose, susceptibility to flooding, value, marketability, zoning of the Property, or with respect to use and occupancy restrictions, compliance with environmental laws and laws and regulations relating to hazardous substances, toxic wastes and underground storage tanks, and all legal requirements affecting or relating to the Property. Purchaser acknowledges that, except as expressly set forth in this Agreement, no such representations or warranties, express or implied, have been made. Purchaser hereby agrees that approval or deemed approval of the Property and proceeding with Closing shall constitute an

acknowledgment that Purchaser (i) has concluded whatever studies, tests, and investigations Purchaser desired to conduct relating to the Property including, without limitation, economic reviews and analyses, soils tests, engineering analyses, environmental analyses and analysis of any applicable records of the planning, building, public works or any other governmental or quasi-governmental organization having or asserting jurisdiction over the Property; (ii) has reviewed and read (or has elected not to do so) and has understood all instruments affecting the Property and/or its value which Purchaser deems relevant, including, without limiting the generality of the foregoing, all documents referred to in the Commitment and all leases, operating statements, demographic studies and market analyses; (iii) and its consultants have made all such independent studies, analyses and investigations, as Purchaser has deemed necessary, including, without limitation, those relating to environmental matters and the leasing, occupancy and income of the Property; (iv) is relying solely on the express representations and warranties contained in this Agreement and on its own investigations as to the Property and its value, and Purchaser accepts the risk that its investigations may fail to reveal certain adverse physical, economic or other conditions (including, without limitation, adverse environmental conditions (including, without limitation, soils and groundwater conditions) and status of compliance with the requirements of the Americans With Disabilities Act of 1990 or the Fair Housing Act of 1968, as amended); and (v) that Seller has given Purchaser every opportunity to consider, inspect and review to its satisfaction the physical, environmental, economic and legal condition of the Property and all files and information in Seller's possession which Purchaser deems material to the purchase of the Property. Purchaser, moreover, acknowledges that (a) Seller did not develop or construct the Property, and (b) it has not received from Seller any accounting, tax, legal, architectural, engineering, property management or other advice with respect to this transaction and is relying solely upon the advice of its own accounting, tax, legal, architectural, engineering, property management and other advisors. The terms and covenants of this Paragraph 22 shall survive the Closing and the delivery of the deed for the Property or any termination of this Agreement.

(b) No Reliance on Documents or Statements. Except as expressly stated herein, Seller makes no representation or warranty as to the truth, accuracy or completeness of any materials, data or information delivered by Seller to Purchaser in connection with the transaction contemplated hereby. Purchaser acknowledges and agrees that, except as expressly provided otherwise in **Paragraph 8(a)**, all materials, data and information delivered by Seller to Purchaser in connection with the transaction contemplated hereby are provided to Purchaser as a convenience only and that any reliance on or use of such materials, data or information by Purchaser shall be at the sole risk of Purchaser, except as otherwise expressly stated herein. Without limiting the generality of the foregoing provisions, Purchaser acknowledges and agrees that: (i) any reports or other information with respect to the Property which are delivered or otherwise made available by Seller to Purchaser shall be for general informational purposes only, (ii) Purchaser shall not have any right to rely on any such reports and/or information delivered or otherwise made available by Seller to Purchaser, but rather will rely on its own inspections and investigations of the Property and any reports commissioned by Purchaser with respect thereto,

(iii) Purchaser shall not have any right to rely on any statements made by a representative of Seller, and (iv) neither Seller, any affiliate of Seller nor the person or entity which prepared any such reports and/or information delivered or otherwise made available by Seller to Purchaser shall have any liability to Purchaser for any inaccuracy in or omission from any such reports and/or information.

22.1 Seller agrees, concurrently with Closing, to assign to Purchaser all of Seller's right, title and interest, if any, in and to all warranties, guaranties, indemnities, licenses, permits, plans, maps, deposits, Credits, reimbursements, approvals, and rights pertaining to the parcel(s) being purchased at such Closing.

23. **Seller Lease-Back Option.** Seller shall have option to lease-back property for up to 12 months from closing upon terms which may be agreed. In the event Seller opts to invoke the lease-back option, Seller and Purchaser shall enter into such standard form Residential Lease Agreement of standard terms including a security deposit and insurance provisions satisfactory to Purchaser, and such lease shall be executed and delivered by Seller and Purchaser at Closing.

24. **Disclosure of Representation:** It is understood that this Real Estate Purchase and Sale Agreement has been prepared by Shawn R. MacPherson, attorney, for the benefit of The City of Camas, Purchaser. Seller has retained counsel for the purpose of reviewing the terms herein.

25. **Execution Under Threat of Condemnation.** Purchaser represents it has the power of eminent domain and has determined to acquire the Premises subject to satisfaction of the conditions precedent set forth above. Purchaser has determined that the best way to acquire the premises is by agreeing to and carrying out the terms of this Agreement. However, it is acknowledged and hereby represented by the parties to this agreement that, in the event this Agreement is not consummated, Purchaser is ready, willing, and able to exercise its power of eminent domain to make such acquisition. The terms of this Agreement have been negotiated in light of such power, and the acquisition, if this transaction is completed, will be made in lieu of and under the threat of condemnation.

26. **Miscellaneous:**

26.1 **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.

26.2 **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.

26.3 **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.

26.4 **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. Purchaser shall not be permitted to assign this Agreement without the prior written consent of Seller, to be granted or withheld in Seller's sole discretion.

26.5 **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.

26.6 **Date of Closing:** For purposes of this agreement, "date of closing" or "the Closing Date" shall be construed as the date upon which all appropriate documents are recorded and proceeds of this sale are available for disbursement to Seller; such date shall not be extended beyond the Closing Deadline. Funds held in reserve accounts pursuant to escrow or closing instructions shall be deemed, for purposes of this definition, as available for disbursement to Seller.

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

26.8 **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.

26.9 **Exchange:** Seller has the right to convey all or a portion of the Premises in exchange for real property or properties of like kind pursuant to Section 1031 and/or Section 1033 of the Internal Revenue Code, either in a simultaneous exchange or in a deferred exchange. Purchaser agrees, at no cost to Purchaser, to cooperate with Seller in effecting such an exchange and, if requested by Seller, Purchaser shall execute any exchange agreement reasonably requested by Seller and consistent with the above. In no event shall the Closing be delayed or extended due to any such exchange.

27. **Ratification:** This Agreement shall not be binding upon Purchaser (i.e., the City of Camas) until ratified by the City Council of the City of Camas at a regularly scheduled council meeting. Purchaser agrees to submit this agreement for ratification at a regularly scheduled council meeting following acceptance and in no event later than 60 days following execution of this Agreement. In no event shall this ratification period serve to extend the time periods set forth in this Agreement for action by the Purchaser, and all date calculations in this Agreement

shall run from the date of actual execution, regardless of the date Purchaser ratifies this Agreement and it becomes fully binding. If the Purchaser fails to ratify this Agreement within the aforementioned 60-day period, then this Agreement shall immediately expire and be of no further force and effect, the deposit shall be returned to Purchaser, and Purchaser shall have no right thereafter to ratify this Agreement and claim any rights hereunder.

28. **Miscellaneous.** Seller shall cause at their sole expense to remove the Golden West mobile home located on the premises by no later than the date Purchaser takes exclusive possession of the Property. The Purchaser, during the Purchaser's Feasibility Review Period, shall evaluate and make best efforts to develop a plan to preserve that certain Sequoia tree planted in memory of Al Puntillo located on the premises.

29. **Counterparts; Electronic Signature.** This Agreement may be executed in any number of counterparts, provided each of the parties hereto executed at least one counterpart; each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. To facilitate execution of this Agreement, the parties may execute and exchange by DocuSign, Adobe, and/or emailed portable document format ("PDF") counterparts of the signature pages. The parties intend to be bound by the signatures transmitted by emailed PDF, are aware that the other party will rely on such signature, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

30. **Commercial Property Disclaimer.** Purchaser acknowledges and agrees that the Property constitutes "commercial real estate" as defined in RCW 64.06.005 and used in RCW 64.06.013, as Purchaser intends to use the Property for commercial purposes in connection with its acquisition. Purchaser, by execution of this Agreement, acknowledges that (i) Purchaser hereby waives, as provided pursuant to RCW 64.06.010, the right to receive a seller disclosure statement under RCW 64.06, and (ii) Purchaser has received the attached Schedule 30 and that the statement is complete. As provided by applicable law, Purchaser has three (3) business days from the Effective Date to rescind the Agreement in connection with the information contained in the attached disclaimer materials.

DATED this 4 day of NOVEMBER, 2024

SELLER

*John P. ...*  
*Maie Harold ...*  
*Beth Jane Keiter*

PURCHASER

CITY OF CAMAS, a Washington municipal corporation

By: *Dan ...*  
Title: City Administrator

CITY COUNCIL RATIFICATION OF AGREEMENT:

On the \_\_\_\_\_ day of \_\_\_\_\_, 2024, the undersigned hereby approves and accepts the sale on behalf of the City Council as set forth in the above agreement and agrees to carry out all the terms thereof on the part of the Purchaser.

\_\_\_\_\_  
Steven C. Hogan, Mayor

**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): 175762000**

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**PARCEL I**

The Northwest quarter of the Northwest quarter of the Northwest quarter of Section 27, Township 2 North, Range 3 East of the Willamette Meridian, Clark County, Washington.

EXCEPT that portion taken by the United States of America for the Bonneville Power Line which was conveyed by deed recorded under Auditor's File Number E 1358.

**PARCEL II**

A 60.00 foot easement for ingress, egress and public utilities over, under and across the following property being 30.00 feet in width on both sides of the following described line:

BEGINNING at the Northwest corner of the Southwest quarter of the Northwest quarter of the Northwest quarter of Section 27, Township 2 North, Range 3 East of the Willamette Meridian, Clark County, Washington; thence East along the North line of the South half of said Northwest quarter of the Northwest quarter of Section 27, a distance of 1290 feet more or less, to a point 30.00 feet West of the East line of said Northwest quarter of the Northwest quarter as measured at right angles to said East line; thence North along a line 30.00 feet West of and parallel to said East line to the North line of said Northwest quarter of the Northwest quarter of Section 27 and the end of said 60.00 foot easement:.

EXCEPT any portion of said easement lying within the County Road.

**PARCEL III**

A 60.00 foot road easement for ingress, egress and public utilities over, under and across the following property being 30.00 feet in width on both sides of the following described line:

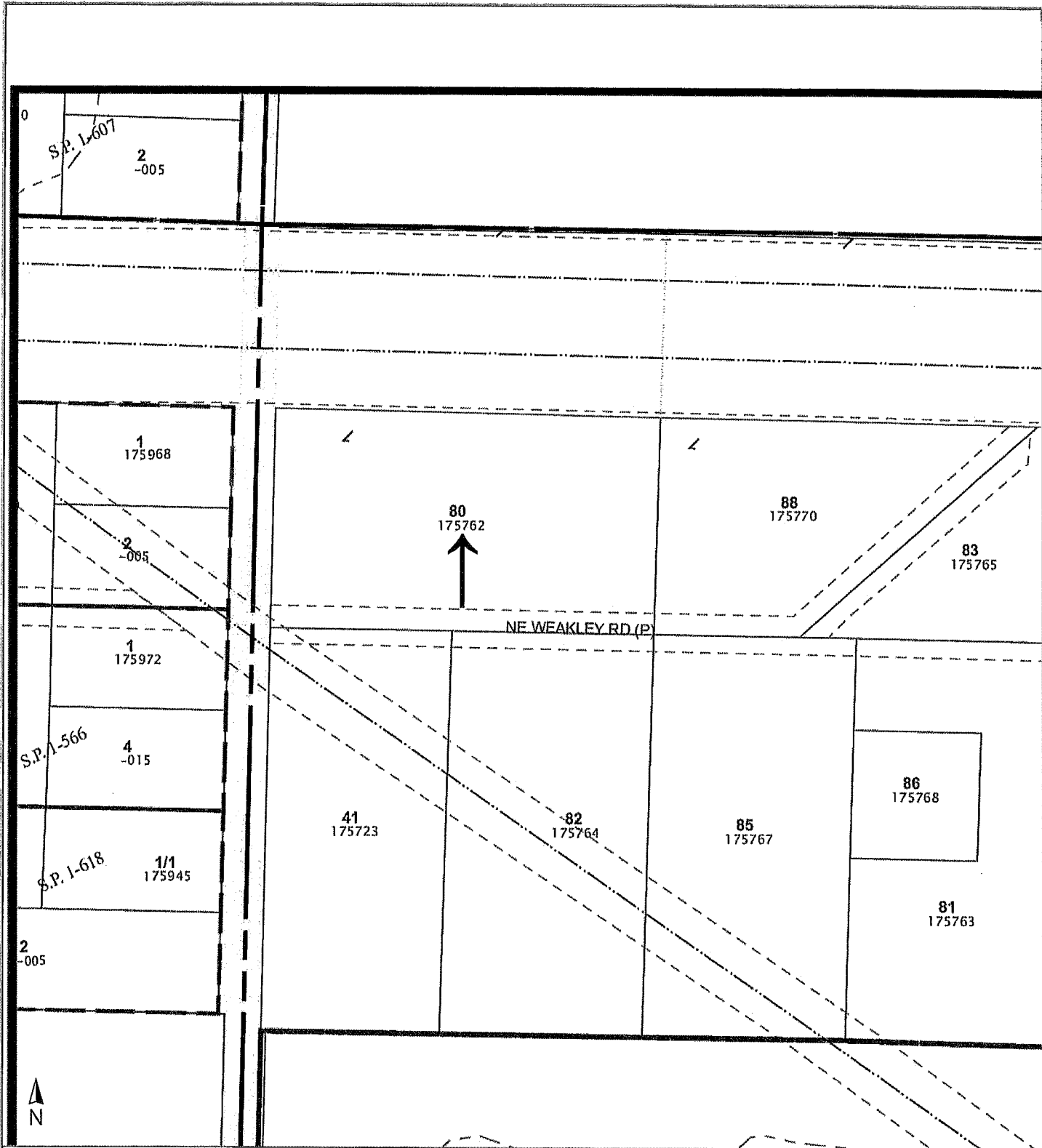
BEGINNING at a point on the South line of the Southwest quarter of the Southeast quarter of the Southwest quarter of Section 22, Township 2 North, Range 3 East of the Willamette Meridian said point being 30.00 feet East of the West line of said Southwest quarter of the Southeast quarter of the Southwest quarter of Section 22, as measured at right angles to said West line; thence North parallel to said West line to the North line of the South half of the Southeast quarter of the Southwest quarter of Section 22, thence East along the North line of said South half of the Southeast quarter of the Southwest quarter of Section 27, a distance of 1320 feet more or less, to the East line of said Southeast quarter of the Southwest quarter of Section 22, and the end of said 60.00 foot easement.

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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**ParcelID: 175762000**  
**23404 NE Weakley Rd, Camas WA 98607**

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



November 12, 2024

Clark County Title  
1400 Washington Street,  
Ste 100  
Vancouver WA 98660

Re: *Escrow*

Dear Clark County Title:

Enclosed please find three Real Estate Purchase and Sale Agreements with the City of Camas as Purchaser. Please establish escrow in this matter and provide the parties with preliminary commitments for title insurance as indicated. I have enclosed the respective owner contact list. Further, please note that James Howsley, Attorney at Law, represents June Fricke and Karey Schoenfeld, Attorney at Law, represents Robert Hitchcock, who are both copied with this communication.

Our Finance Department will arrange for payment of the Earnest Money. Please email me at [SMacPherson@cityofcamas.us](mailto:SMacPherson@cityofcamas.us) with the contact information related to such payment and I will advise the city.

Thank you. I look forward to working with your office.

Sincerely,



Shawn R. MacPherson, City Attorney

SRM/en

Cc: James Howsley, [Jamie.howsley@jordanramis.com](mailto:Jamie.howsley@jordanramis.com)

Cc: Karey Schoenfeld, [KSchoenfeld@schwabe.com](mailto:KSchoenfeld@schwabe.com)

Cc: Doug Quinn

Cc: Steve Wall

Cc: Cathy Huber Nickerson

PROPERTY INFORMATION CENTER

Account Summary

Property Identification Number: 175762000 [MapsOnline](#) [Fact Sheet](#)

Property Type: Real

Property Status: Active

Site Address: 23404 NE WEAKLEY RD, CAMAS, WA 98607 ([Situs Addresses](#))

Abbreviated Description: #80 SEC 27 T2N R3EWM 5.40A

**Tax Status:** Regular

<b>Property Owner</b> KREITER BETTY JANE ETAL <b>Additional Owners</b>	<b>Owner Mailing Address</b> 23404 NE WEAKLY RD CAMAS WA , 98607	<b>Property Site Address</b> 23404 NE WEAKLEY RD, CAMAS, WA 98607 <a href="#">Google Maps Street View</a>
<b>Administrative Data Info...</b> <b>Jurisdiction</b> Camas <b>Land Use Planning</b> Comprehensive Plan OS/GS Designation HD-NS Comprehensive Plan Overlay(s) Urban Holding Urban Growth Area Camas Zoning North Shore Designation - Higher Density Residential (HD-NS) North Shore Park/Open Space (POS-NS) Zoning Overlay(s) Urban Holding - 10 (UH-10) <b>Miscellaneous</b> Census Tract 406.05 Drainage District n/a Neighborhood n/a Park District n/a <b>Public Safety</b> Burning Allowed No EMS Response Area Camas Washougal Fire Fire District Camas Increased Wildfire Danger Area No Police Jurisdiction Camas Police Dept <b>Schools</b> School District Name Camas	<b>Electoral Data</b> Board of County Councilors District 4 Camas Council Ward 2 CPU Commissioner District 2 Election Precinct 962 Legislative District 17 Library District Camas Public Library Port District Camas Port District 2 School District Board Director District 5 Sewer Board District Camas State Weed Board District 2 <b>Land Data</b> Approximate Area Info... 235,224 sq. ft. 5.4 acres Clark County Road Atlas <a href="#">Page 12</a> DOR Land Use Code Info... 11 Section-Township-Range NW 1/4,S27,T2N,R3E <a href="#">PDF</a> Subdivision no data Survey 010041 <b>Sales History</b> Date of Sale 07/01/2020 Document Type MHEX Document Number Excise Number 825382 Sale Amount \$0.00 <hr/> Date of Sale 07/01/2020	<b>Assessment Data Info...</b> <b>2024 Values for 2025 Taxes</b> <b>Market Value as of January 1, 2024</b> Land Value \$614,629.00 Building Value \$543,330.00 Total Property \$1,157,959.00 <b>Taxable Value Info...</b> Total \$1,157,959.00 <b>2023 Values for 2024 Taxes</b> <b>Market Value as of January 1, 2023</b> Land Value \$478,763.00 Building Value \$552,899.00 Total Property \$1,031,662.00 <b>Taxable Value Info...</b> Total \$1,031,662.00 <b>General</b> Assessor Neighborhood 50 Re-valuation Cycle 5 Notice of Value 2024 2023 2022 2021 2020 2019 2018 Property assessment value is valid as of the date printed on the linked notice of value. The notice of value will not reflect any updates to property value that occurred after the notice mail date. Please contact the Assessor's office if you have a question about your assessed value.

Elementary School Attendance Area	Lacamas Lake	Document Type	D-QCD
Middle School Attendance Area	Liberty	Document Number	
High School Attendance Area	Camas	Excise Number	825380
		Sale Amount	\$0.00
<b>Transportation</b>		Date of Sale	04/06/2009
C-TRAN Public Transportation Benefit Area	Yes	Document Type	D-QCD
Traffic Impact Fee (TIF) District	Camas	Document Number	
Transportation Analysis Zone	1827	Excise Number	637124
		Sale Amount	\$0.00
<b>Utilities</b>		Date of Sale	08/10/2000
CPU Lighting Utility District	n/a	Document Type	D-QCD
Last Street Sweeping	n/a	Document Number	
Sewer District	Camas	Excise Number	467684
Waste Collection Provider	Waste Connections	Sale Amount	\$0.00
Waste Collection Day	<u>Service Schedule</u>		
Water District	Camas		
	The water service provider may be different from the indicated water district. Please contact the parcel's jurisdiction if you need to know the water service provider.		

If you have questions concerning the data on this page, please contact the Clark County Assessor's Office. Main Phone: (564) 397-2391, Email: [assessor@clark.wa.gov](mailto:assessor@clark.wa.gov)

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