

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this “**Agreement**”), dated effective as of December 1, 2020 (the “**Effective Date**”), is entered into between Terrell & Associates L.L.C., an Oregon limited liability company, as to an undivided 8.3571% interest; PatRick Investments, LLC, an Oregon limited liability company, as to an undivided 11.1429% interest; MJAJMJ, LLC, an Oregon limited liability company, as to an undivided 3.7143% interest; Edward Maletis Real Estate Holdings LLC, a Washington limited liability company, as to an undivided 13.9286% interest; Green Mountain RT LLC, a Washington limited liability company, as to an undivided 13.9286% interest; NB Green Partners, LLC, a Washington limited liability company, as to an undivided 44.2857% interest; and SFLPGM LLC, an Oregon limited liability company, as to an undivided 4.6428% interest (each, a “**Seller**” and collectively, “**Sellers**”), and City of Camas, Washington, a Washington municipal corporation (“**Buyer**”).

Recitals

A. Sellers own approximately one hundred fifteen (115) acres of unimproved land situated in Clark County, Washington. Such unimproved land consists of two parcels that are hereinafter referred to as “**Parcel 1**” and “**Parcel 2**.” Parcel 1 is legally described on Exhibit A attached hereto, and its approximate location is depicted on the map attached hereto as Exhibit B. Parcel 2 is legally described on Exhibit C attached hereto, and its approximate location is depicted on Exhibit B attached hereto. Parcel 1 and Parcel 2 shall hereinafter from time to time be collectively referred to as the “**Property**.”

B. It is the intention of Sellers and Buyer that Sellers, on or before December 31, 2020, will donate Parcel 1 to Buyer and that Buyer will purchase Parcel 2 from Sellers on or before October 31, 2021.

Agreement

1. **Donation of Parcel 1.** Sellers shall donate Parcel 1 to Buyer pursuant to the terms and conditions as set forth in this Agreement (the “**Parcel 1 Donation**”).

(a) **Parcel 1 Closing.** Sellers’ donation of Parcel 1 to Buyer shall close at or through the office of Stewart Title Guaranty Company (the “**Title Company**”) at 210 E. 13th Street, Suite 200, Vancouver, Washington 98660, Attention: Janice Mann, on a date selected by Buyer that (a) is reasonably acceptable to Sellers and (b) occurs on or before December 31, 2020 (the “**Parcel 1 Closing**”). The Parcel 1 Closing shall occur when the Parcel 1 Deed, as such term is defined in Section 1(b)(i)(A) of this Agreement, is recorded in the Records of Clark County, Washington. The date on which the Parcel 1 Closing occurs shall be referred to in this Agreement as the “**Parcel 1 Closing Date**.”

(b) **Deliveries to the Title Company.**

(i) **By Sellers.** On or before the Parcel 1 Closing Date, Sellers shall deliver the following in escrow to the Title Company:

(A) A bargain and sale deed (the “**Parcel 1 Deed**”), executed and acknowledged by Sellers, in the form attached hereto as Exhibit D, conveying Parcel 1 to Buyer.

(B) The Easement Agreement (as such term is defined in Section 1(i) of this Agreement), executed and acknowledged by Sellers.

(C) A Real Estate Excise Tax Affidavit and a Real Estate Excise Tax Supplemental Statement (stating that the Parcel 1 Donation is exempt from the real estate excise tax as a gift), executed on behalf of Sellers.

(D) A certification from Sellers, or a certification from each Seller, representing that no Seller is a “foreign person” as defined in Internal Revenue Code Section 1445.

(E) Such proof of Sellers’ authority and authorization to enter into this Agreement and consummate the Parcel 1 Donation, and such proof of the power and authority of the person or persons executing or delivering any instruments, documents, or certificates on behalf of Sellers to act for and bind Sellers, as may be reasonably required by the Title Company.

(ii) **By Buyer.** On or before the Parcel 1 Closing Date, Buyer shall deliver the following in escrow to the Title Company:

(A) A Real Estate Excise Tax Affidavit and a Real Estate Excise Tax Supplemental Statement (stating that the Parcel 1 Donation is exempt from the real estate excise tax as a gift), executed by Buyer.

(B) The Easement Agreement, executed and acknowledged by Buyer.

(C) The amount due to Sellers, if any, after the adjustments and proration are calculated in accordance with Sections 1(d) and 1(e) of this Agreement.

(D) A written acknowledgment pursuant to Section 170(f)(8) of the Internal Revenue Code (the “**Code**”) and 26 CFR § 1.170A-13(f) (the “**Parcel 1 Written Acknowledgment**”), in form and content satisfactory to Sellers, which, among other things, (i) describes the non-cash contribution as Parcel 1 and (ii) states that no goods or services were provided by Buyer to Sellers as consideration for the Parcel 1 Donation.

(E) Such proof of Buyer’s authority and authorization to enter into this Agreement and consummate the Parcel 1 Donation, and such proof of the power and authority of the person or persons executing or delivering any instruments, documents, or certificates on behalf of Buyer

to act for and bind Buyer, as may be reasonably required by the Title Company.

(c) **Title Insurance for the Parcel 1 Donation.** If Buyer purchases an owner's policy of title insurance for the Parcel 1 Transaction, Sellers shall pay, at the Parcel 1 Closing, an amount equal to one-half of the cost of the premium for such policy of title insurance; provided, however, that (i) in no event shall Sellers be obligated to pay more than one-half of the premium for a standard owner's policy of title insurance, and (ii) in no event shall the amount of the title insurance coverage purchased by Buyer for which Sellers are obligated to pay one-half of the premium exceed the amount of the appraised value of Parcel 1, as such value is reflected in Sellers' appraisal. The amount payable by Sellers pursuant to this Section 1(d) shall hereinafter be referred to as "**Sellers' Contribution to Buyer's Parcel 1 Title Policy.**"

(d) **Adjustments for the Parcel 1 Donation.** At the Parcel 1 Closing, Sellers shall pay for one-half of all escrow fees and costs charged by the Title Company in connection with the Parcel 1 Donation; one-half of the real estate excise tax (to the extent the Parcel 1 Donation is not exempt from the real estate excise tax) and one-half of any other real property transfer or excise taxes arising from the conveyance of Parcel 1 to Buyer; Sellers' share of prorations pursuant to Section 1(e) of this Agreement; one-half of the cost of recording the Easement Agreement; and Sellers' Contribution to Buyer's Parcel 1 Title Policy. At the Parcel 1 Closing, Buyer shall pay all costs and expenses relating to the recordation of the Parcel 1 Deed; one-half of all escrow fees and costs; one-half of the real estate excise tax (to the extent the Parcel 1 Donation is not exempt from the real estate excise tax) and one-half of any other real property transfer or excise taxes arising from the conveyance of Parcel 1 to Buyer; Buyer's share of prorations pursuant to Section 1(e) of this Agreement; and one-half of the cost of recording the Easement Agreement. Buyer and Sellers shall pay their own respective legal and professional fees.

(e) **Prorations for the Parcel 1 Donation.** Buyer represents and warrants that it is exempt from all real property taxes. Real property taxes and other assessments with respect to Parcel 1 for the tax or assessment year in which the Closing occurs shall be prorated as of the Parcel 1 Closing Date. For the purpose of calculating prorations, Buyer will be deemed to be in title to Parcel 1 and entitled to the income and responsibility for the expenses therefor, beginning at 12:01 a.m. on the Parcel 1 Closing Date. Such prorations shall be paid at the Parcel 1 Closing by Buyer to Sellers (if the prorations result in a net credit to Sellers) or by Sellers to Buyer (if the prorations result in a net credit to Buyer).

(f) **Sellers' Contingencies for the Parcel 1 Closing.** In addition to the other conditions set forth in this Agreement, Sellers' obligations to deliver the Parcel 1 Deed and to proceed with the Parcel 1 Closing are subject to each of the following conditions:

(i) Buyer having complied in all material respects with all of Buyer's covenants and obligations to be performed under this Agreement, and the representations and warranties of Buyer set forth in this Agreement shall, in all

material respects, as of the Effective Date and the Parcel 1 Closing Date, be true and complete.

(ii) Buyer's delivery to the Title Company, on or before the Parcel 1 Closing Date, of any amounts due to Sellers or the Title Company pursuant to Sections 1(d) and 1(e) this Agreement or any other provision of this Agreement.

(iii) Sellers' receipt from Buyer of the Parcel 1 Written Acknowledgment in form and content satisfactory to Sellers.

(iv) Buyer's execution and delivery to the Title Company of the Easement Agreement, in form and content satisfactory to Sellers in Sellers' sole discretion, for recordation in the Records of Clark County, Washington, on the Parcel 1 Closing Date.

(v) Buyer's delivery to the Title Company, on or before the Parcel 1 Closing Date, of each of the items described in Section 1(b)(ii) of this Agreement.

(g) **Buyer's Contingencies for the Parcel 1 Closing.** In addition to the other conditions set forth in this Agreement, Buyer's obligations to accept the Parcel 1 Donation and proceed with the Parcel 1 Closing are subject to the satisfaction of each of the following conditions:

(i) Sellers having complied in all material respects with all of Sellers' covenants and obligations to be performed under this Agreement.

(ii) Sellers' execution and delivery to Buyer or the Title Company of the Easement Agreement, in form and content satisfactory to Buyer in Buyer's sole discretion, for recordation in the Records of Clark County, Washington, on the Parcel 1 Closing Date.

(iii) Sellers' delivery to the Title Company, on or before the Parcel 1 Closing Date, of each of the items described in Section 1(b)(i) of this Agreement.

(h) **Remedies for Breach of the Parcel 1 Donation.**

(i) **Buyer's Remedies.** If the conditions set forth in Section 1(f) of this Agreement are satisfied or are waived by Sellers, and Sellers fail to convey Parcel 1 to Buyer as the result of Sellers' failure to perform as required under this Agreement, through no fault of Buyer, Buyer's sole remedy shall be to terminate this Agreement, in which event the Earnest Money shall be promptly refunded to Buyer, and Sellers shall have no obligation to convey Parcel 2 to Buyer. In no event shall Sellers be liable to Buyer for any damages, including, without limitation, punitive, special, consequential, indirect, and/or lost profits damages.

(ii) **Sellers' Remedies.** If the conditions set forth in Section 1(g) of this Agreement are satisfied or are waived by Buyer, and the Parcel 1 Closing fails to occur as the result of Buyer's failure to perform as required under this

Agreement, through no fault of Sellers, Sellers' sole remedy hereunder shall be to terminate this Agreement, in which event the Earnest Money (as such term is defined in Section 2(b) of this Agreement) shall be promptly refunded to Buyer, and Sellers shall have no obligation to convey Parcel 1 or Parcel 2 to Buyer.

(i) **Buyer's Cooperation with Sellers for the Parcel 1 Donation.** Buyer agrees, at no cost or expense to Buyer, to reasonably cooperate with Sellers in connection with effecting the Parcel 1 Donation and with Sellers' efforts to receive a charitable tax deduction from such donation. Such cooperation shall include, without limitation, executing and delivering to the Title Company or to Sellers the Parcel 1 Written Acknowledgment and any other documents reasonably requested by Sellers.

(j) **Easement Agreement.** It is the intention of Sellers and Buyer to negotiate and enter into, at the time of the Parcel 1 Closing, a form of easement agreement (the "**Easement Agreement**") pursuant to which Buyer shall grant Sellers, as owners of Parcel 2, an easement for access and utilities from a designated location on Parcel 2, over and across a designated portion of Parcel 1, to a designated location on N.E. Ingle Road. The Easement Agreement shall be recorded on the Parcel 1 Closing Date and shall not be subject or subordinate to any liens or encumbrances created by or for Buyer. Upon the Parcel 2 Closing (as such term is defined in Section 2(d) of this Agreement), Sellers shall execute such commercially reasonable instruments that may be requested by Buyer to effect a termination of the Easement Agreement.

2. **Purchase and Sale of Parcel 2.** Sellers shall sell to Buyer and Buyer shall purchase from Sellers Parcel 2 pursuant to the terms and conditions of this Agreement (the "**Parcel 2 Transaction**").

(a) **Parcel 2 Purchase Price.** The purchase price for Parcel 2 (the "**Parcel 2 Purchase Price**") shall be the sum of \$3,800,000. Sellers and Buyer agree that an appraisal commissioned by Sellers ("**Sellers' Appraisal**") indicates that Parcel 2 has an appraised market value of \$4,600,000; and Sellers intend that the difference between such appraised value and the Parcel 2 Purchase Price will be deemed to be a charitable contribution to Buyer pursuant to Section 501(c)(3) of the Code.

(b) **Payment of the Parcel 2 Purchase Price.** Within five (5) days after the Execution Date (defined in Section 3(x) of this Agreement), Buyer shall deposit into escrow with the Title Company, as earnest money, the sum of One Hundred Thousand Dollars (\$100,000) (the "**Earnest Money**"). The Earnest Money shall be nonrefundable to Buyer except as otherwise set forth in this Agreement. At the Parcel 2 Closing (as such term is defined in Section 2(d) of this Agreement), the Earnest Money shall be credited toward payment of the Parcel 2 Purchase Price.

(c) **Balance of the Parcel 2 Purchase Price.** On or before the Parcel 2 Closing Date, Buyer shall deposit into escrow with the Title Company, in the form of cash, wire transfer of funds, or a cashier's check, the balance of the Parcel 2 Purchase Price, which shall be an amount equal to the Parcel 2 Purchase Price less the amount of

Earnest Money deposited by Buyer with the Title Company, subject to adjustments and credits as set forth in Sections 2(f) and 2(g) of this Agreement.

(d) **Parcel 2 Closing.** Sellers' conveyance of Parcel 2 to Buyer shall close at or through the office of the Title Company on a date selected by Buyer that is reasonably acceptable to Sellers and is not later than October 31, 2021 (the "**Parcel 2 Closing**"). The Parcel 2 Closing shall occur when the Parcel 2 Deed (as such term is defined in Section 2(e)(i)(A) of this Agreement) is recorded and the Parcel 2 Purchase Price is disbursed to Sellers. The date on which the Parcel 2 Closing occurs shall be referred to in this Agreement as the "**Parcel 2 Closing Date.**"

(e) **Deliveries to the Title Company.**

(i) **By Sellers.** On or before the Parcel 2 Closing Date, Sellers shall deliver the following in escrow to the Title Company:

(A) A Bargain and Sale Deed, executed and acknowledged by Sellers, in the form attached hereto as Exhibit E (the "**Parcel 2 Deed**"), conveying Parcel 2 to Buyer.

(B) A Real Estate Excise Tax Affidavit, executed on behalf of Sellers.

(C) A certification from Sellers, or a certification from each Seller, representing that no Seller is a "foreign person" as defined in Internal Revenue Code Section 1445.

(D) Such proof of Sellers' authority and authorization to enter into this Agreement and consummate the Parcel 2 Transaction, and such proof of the power and authority of the person or persons executing or delivering any instruments, documents, or certificates on behalf of Sellers to act for and bind Sellers, as may be reasonably required by the Title Company.

(ii) **By Buyer.** On or before the Parcel 2 Closing Date, Buyer shall deliver the following in escrow to the Title Company:

(A) The Parcel 2 Purchase Price, in accordance with Sections 2(b) and 2(c) of this Agreement.

(B) A Real Estate Excise Tax Affidavit, executed by Buyer.

(C) The amount due to Sellers, if any, after the adjustments and proration are calculated in accordance with Sections 2(f) and 2(g) of this Agreement.

(D) A written acknowledgment pursuant to Section 170(f)(8) of the Code and 26 CFR § 1.170A-13(f) (the "**Parcel 2 Written**

Acknowledgment”), in form and content satisfactory to Sellers, which, among other things, (i) describes the non-cash contribution as a portion of Parcel 2 (the “**Parcel 2 Donation**”) and (ii) states that no goods or services were provided by Buyer to Sellers as consideration for the Parcel 2 Donation.

(E) Such proof of Buyer’s authority and authorization to enter into this Agreement and consummate the Parcel 2 Transaction, and such proof of the power and authority of the person or persons executing or delivering any instruments, documents, or certificates on behalf of Buyer to act for and bind Buyer, as may be reasonably required by the Title Company.

(f) **Adjustments for the Parcel 2 Transaction.** At the Parcel 2 Closing, Sellers shall pay for one-half of all escrow fees and costs charged by the Title Company in connection with the Parcel 2 Transaction, Sellers’ share of prorations pursuant to Section 2(g) of this Agreement; one-half of the real estate excise tax and one-half of any other real property transfer or excise taxes arising from the conveyance of Parcel 2 to Buyer; the premium for the issuance by the Title Company to Buyer of a standard owner’s policy of title insurance for Parcel 2 in an amount not to exceed the Parcel 2 Purchase Price, insuring title to Parcel 2 vested in Buyer; one-half of the cost of recording the Sewer Development Agreement Amendment; and one-half of the cost of recording the 2015 Development Agreement Amendment. At the Parcel 2 Closing, Buyer shall pay one-half of all escrow fees and costs charged by the Title Company in connection with the Parcel 2 Transaction; one-half of the real estate excise tax and one-half of any other real property transfer or excise taxes arising from the conveyance of Parcel 2 to Buyer; all costs and expenses relating to the recordation of the Parcel 2 Deed and any security instruments relating to Buyer’s financing; Buyer’s share of prorations pursuant to Section 2(g) of this Agreement; one-half of the cost of recording the Sewer Development Agreement Amendment; and one-half of the cost of recording the 2015 Development Agreement Amendment. Buyer and Sellers shall pay their own respective legal and professional fees.

(g) **Prorations for Parcel 2.** Buyer represents and warrants that it is exempt from all real property taxes. Real property taxes and other assessments with respect to Parcel 2 for the tax or assessment year in which the Parcel 2 Closing occurs shall be prorated as of the Parcel 2 Closing Date. For the purpose of calculating prorations, Buyer will be deemed to be in title to Parcel 2 and entitled to the income and responsibility for the expenses therefor, beginning at 12:01 a.m. on the Parcel 2 Closing Date. Such prorations shall be paid at the Parcel 2 Closing by Buyer to Sellers (if the prorations result in a net credit to Sellers) or by Sellers to Buyer (if the prorations result in a net credit to Buyer). To facilitate the Parcel 2 Closing and pursuant to Buyer’s request, Seller shall not, without Buyer’s prior consent (which shall not be unreasonably withheld, conditioned, or delayed), pay the second one-half of the 2021 real property taxes owing against Parcel 2 until the first to occur of (i) the Parcel 2 Closing Date, (ii) October 31, 2021, or (iii) the termination of this Agreement.

(h) **Sellers' Contingencies for the Parcel 2 Closing.** In addition to the other conditions set forth in this Agreement, Sellers' obligations to deliver the Parcel 2 Deed and to proceed with the Parcel 2 Closing are subject to each of the following conditions:

(i) Buyer having complied in all material respects with all of Buyer's covenants and obligations to be performed under this Agreement.

(ii) Buyer's delivery to the Title Company, on or before the Parcel 2 Closing Date, of the Parcel 2 Purchase Price pursuant to Sections 2(b) and 2(c) of this Agreement.

(iii) Buyer's delivery to the Title Company, on or before the Parcel 2 Closing Date, of any amounts due to Sellers or the Title Company pursuant to Sections 2(f) and 2(g) this Agreement or any other provision of this Agreement.

(iv) Buyer's delivery to the Title Company, on or before the Parcel 2 Closing Date, of each of the items described in Section 2(e)(ii) of this Agreement.

(v) Sellers' receipt from Buyer of the Parcel 2 Written Acknowledgment in form and content satisfactory to Sellers.

(i) **Buyer's Contingencies for the Parcel 2 Closing.** In addition to the other conditions set forth in this Agreement, Buyer's obligation to deliver the Parcel 2 Purchase Price and proceed with the Parcel 2 Closing are subject to the satisfaction of each of the following conditions:

(i) Sellers having complied in all material respects with all of Sellers' covenants and obligations to be performed under this Agreement.

(ii) Sellers' delivery to the Title Company, on or before the Parcel 2 Closing Date, of each of the items described in Section 2(e)(i) of this Agreement.

(j) **Remedies for Breach of the Parcel 2 Transaction.**

(i) **Buyer's Remedies.** If the conditions set forth in Section 2(h) of this Agreement are satisfied or are waived by Sellers, and Sellers fail to convey Parcel 2 to Buyer as the result of Sellers' failure to perform as required under this Agreement, through no fault of Buyer, Buyer's sole remedy shall be to either (A) terminate this Agreement, in which event the Earnest Money shall be refunded to Buyer, or (B) seek specific performance of this Agreement. In no event shall Sellers be liable to Buyer for any damages, including, without limitation, punitive, special, consequential, indirect, and/or lost profits damages.

(ii) **Sellers' Remedies.** If the conditions set forth in Sections 2(i)(i) and 2(i)(ii) of this Agreement are satisfied or are waived by Buyer, and the Parcel 2 Closing fails to occur as the result of Buyer's failure to perform as required under this Agreement, through no fault of Sellers, Sellers shall be entitled to (A) terminate this Agreement as to the Parcel 2 Transaction, in which

event the Earnest Money shall be promptly disbursed by the Title Company to Sellers, (B) seek specific performance of this Agreement, and/or (C) pursue any other legal or equitable remedy.

(k) **Sellers' Cooperation with Buyer.** Sellers agree to reasonably cooperate with Buyer, at no cost or expense to Sellers, in connection with effecting the Parcel 2 Transaction and with Buyer's efforts to receive grant funding for Buyer's purchase of Parcel 2. Such cooperation may include, without limitation, executing and delivering to the Buyer such commercially reasonable documents that may be reasonably requested by Buyer. Sellers shall take no action prior to the Parcel 2 Closing that, to the actual knowledge of Sellers, would unreasonably and materially impair the receipt of such grant funding.

(l) **Buyer's Cooperation with Sellers for the Parcel 2 Donation.** Buyer agrees, at no cost or expense to Buyer, to reasonably cooperate with Sellers in connection with effecting the Parcel 2 Donation and with Sellers' efforts to receive a charitable tax deduction from such donation. Such cooperation shall include, without limitation, executing and delivering to the Title Company or to Sellers the Parcel 2 Written Acknowledgment and any other documents reasonably requested by Sellers.

(m) **Termination of this Agreement.** Buyer may terminate this Agreement as to the Parcel 2 Transaction by written notice given to Sellers on or before March 1, 2021, if Buyer's review of Sellers' Appraisal does not support a market value of at least \$3,800,000 for Parcel 2. Buyer agrees that its review of Sellers' Appraisal will assume that Parcel 1 and Parcel 2 have identical ownership. Upon a termination of this Agreement by Buyer pursuant to this Section 2(m), one-half of the Earnest Money (\$50,000) shall be promptly delivered to Sellers (and Buyer shall have no right or claim to such Earnest Money), and one-half of the Earnest Money (\$50,000) shall be promptly refunded to Buyer; and Sellers and Buyer shall have no further obligations hereunder with respect to Parcel 2 except for Buyer's Indemnification Obligation, as such term is defined in Section 3(b) of this Agreement, and any other obligation that expressly survives the termination of this Agreement. If Buyer does not terminate this Agreement pursuant to this Section 2(m), the Title Company shall, promptly after March 1, 2021, release and disburse to Sellers the entire \$100,000 Earnest Money; and such Earnest Money shall be nonrefundable to Buyer except to the extent Buyer is entitled to a refund of the Earnest Money pursuant to Section 2(j)(i) of this Agreement.

3. **Provisions Applicable to the Parcel 1 Donation and the Parcel 2 Transaction.**

(a) **Sellers' Documents.** Within ten (10) days after the Execution Date, Sellers shall deliver to Buyer copies of the documents described on Exhibit F attached hereto ("**Sellers' Documents**"), to the extent such documents are in the possession of Sellers. Sellers' Documents shall be provided for informational purposes only and without warranties of any kind or nature, express or implied. Buyer acknowledges and understands that all such materials provided by Sellers are only for Buyer's convenience in making its own examination and determination as to whether it wishes to purchase the Property, and, in so doing, Buyer shall rely exclusively upon its own independent

investigation and evaluation of every aspect of the Property and not on any materials made available by Sellers.

(b) **Buyer's Inspections.** Subject to the provisions of this Section 3(b), Buyer and its representatives may, prior to the Due Diligence Date, enter upon the Property for the purpose of making any non-invasive inspection, investigation, test, or survey, including without limitation environmental assessments, of the Property as Buyer reasonably deems necessary. Buyer shall indemnify Sellers and Sellers' managers for, hold Sellers and Sellers' managers harmless from, and defend Sellers and Sellers' managers against any loss, damage, or claim arising out of Buyer's entry and/or activities upon the Property, including without limitation any claim of lien against the Property arising from services performed on behalf of Buyer or at Buyer's request. The obligations of Buyer described in the immediately preceding sentence shall be referred to in this Agreement as "**Buyer's Indemnification Obligation**" and shall survive the Parcel 1 Closing, the Parcel 2 Closing, and any termination of this Agreement. The parties agree that (i) all inspections of the Property by Buyer or its representatives shall be conducted after reasonable prior notice to Sellers; (ii) Sellers shall be entitled to require that a representative of Sellers accompany representatives of Buyer on all inspections of the Property; (iii) all inspections by Buyer or its representatives shall be conducted in such manner as shall be required in order not to physically damage the Property in any respect; (iv) Buyer shall be required to obtain Sellers' prior written approval of the scope and methods of any Phase II environmental assessment of the Property or other physically intrusive inspection or examination; (v) if this Agreement is terminated for any reason other than Sellers' breach of or default under this Agreement, Buyer shall, within ten (10) days after the date of Seller's request, deliver to Sellers copies of all tests, investigations, inspections, and assessments of or relating to the Property performed by Buyer or at Buyer's request; and (vi) Buyer shall not reveal the results of Buyer's inspections to any third party other than Buyer's representatives, attorneys, accountants and lenders, except as required by law. Buyer shall promptly repair any damage to the Property caused by or resulting from the inspections, investigations, tests, assessments, and other activities of Buyer and/or Buyer's consultants and other representatives. Prior to conducting any inspections of or testing on the Property, (A) Buyer and its consultants shall deliver to Sellers a certificate or certificates evidencing commercial general liability insurance, with Sellers named as additional insureds, with limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate, or (B) Buyer shall provide reasonably satisfactory evidence to Sellers that the insurance coverages specified in the preceding clause are satisfied by virtue of Buyer's enrollment in the Washington Cities Insurance Authority.

(c) **Due Diligence Date.** If, on or before December 14, 2020 (the "**Due Diligence Date**"), Buyer determines, in Buyer's sole and absolute discretion, that the Property, or any aspect or portion thereof, for any reason or no reason whatsoever, is not satisfactory to Buyer, Buyer may terminate this Agreement by written notice to Sellers given on or before the Due Diligence Date, in which event the Earnest Money shall be promptly returned to Buyer, and Sellers and Buyer shall have no further obligations under this Agreement except for Buyer's Indemnification Obligation. If Buyer fails to provide such written notice of termination on or before the Due Diligence Date, the Earnest

Money shall thereafter be deemed nonrefundable to Buyer unless Buyer terminates this Agreement pursuant to Sections 1(h)(i), 2(j)(i), or 2(m) of this Agreement.

(d) **Sellers' Representations and Warranties.**

(i) **Representations and Warranties.** Sellers represent and warrant to Buyer as of the Effective Date and, unless Sellers notify Buyer otherwise in writing, as of the Parcel 1 Closing Date and the Parcel 2 Closing Date, as follows:

(A) Sellers have the legal power, right, and authority to enter into this Agreement and the instruments referred to herein and to consummate the transactions contemplated herein. The person or persons executing this Agreement and the instruments referred to herein on behalf of Sellers have the legal power, right, and actual authority to bind Sellers to the terms and conditions of this Agreement.

(B) The execution, delivery and performance by Sellers of Sellers' obligations under this Agreement do not constitute a default under any of the provisions of any law, governmental rule, regulation, judgment, decree or order by which Sellers are bound, or under any provision of any contract to which such Sellers are a party, or under such Sellers' organizational documents, as the case may be.

(C) To the actual knowledge of Sellers, there is no litigation, claim, or arbitration pending or threatened with regard to the Property or its operation.

(D) There are no leases, subleases, or other tenancies relating to the Property.

(E) To the actual knowledge of Sellers, the Property is not presently in violation of any law, including Environmental Laws (as such term is defined in Section 3(f)(iv) of this Agreement).

(F) Sellers have not entered into any other contracts for the sale of the Property that remain in existence as of the Effective Date, and there are no existing options for the purchase of the Property that Sellers have granted to any third party.

(G) All persons and entities supplying labor, materials, and/or equipment to the Property at the request of Seller have been paid and, to the actual knowledge of Sellers, no person or entity is entitled to file or record a construction lien or mechanic's lien with respect to the Property.

(ii) **Survival; Damages; Actual Knowledge.** The foregoing representations and warranties of Sellers are true and accurate and shall survive the Parcel 2 Closing for a period of one year, it being the intention of Sellers and Buyer that any legal action relating to relating to a breach of Sellers'

representations and warranties relating to Parcel 1 must be brought within one year after the Parcel 1 Closing, and any legal action relating to a breach of Sellers' representations and warranties relating to Parcel 2 must be brought within one year after the Parcel 2 Closing, or Buyer shall be forever barred from bringing such legal action. Notwithstanding the foregoing, Buyer's recoverable damages for claims arising from the breach of Sellers' representations or warranties shall not include any consequential damages, lost profits, or punitive damages; and Sellers shall have no liability whatsoever to Buyer with respect to a breach of any of the representations or warranties herein contained if Buyer, prior to the Parcel 1 Closing or Parcel 2 Closing, obtains actual knowledge of a fact or circumstance, the existence of which would constitute a breach of such Sellers' representation or warranty hereunder relating to the parcel that is the subject of such closing. The term "**actual knowledge of Sellers**" shall mean the current, actual knowledge of John O'Neil, a manager of the tenancy in common that is comprised of Sellers, with no duty of inquiry or investigation.

(e) **Buyer's Representations and Warranties.** In addition to any express agreements of Buyer contained herein, the following constitute representations and warranties of Buyer to Sellers as of the Effective Date and, unless Buyer notifies Sellers otherwise in writing, as of the Parcel 1 Closing and the Parcel 2 Closing:

(i) Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referred to herein and to consummate the transactions contemplated herein. The person or persons executing this Agreement and the instruments referred to herein on behalf of Buyer have the legal power, right, and actual authority to bind Buyer to the terms and conditions of this Agreement.

(ii) The execution, delivery and performance by Buyer of its obligations under this Agreement do not constitute a default under any of the provisions of any law, governmental rule, regulation, judgment, decree or order by which Buyer is bound, or under any provision of any contract to which Buyer is a party or by which Buyer is bound, or under Buyer's organizational documents.

The foregoing representations and warranties of Buyer shall survive the Parcel 1 Closing and the Parcel 2 Closing.

(f) **As Is; Release.**

(i) **Buyer acknowledges and agrees that, prior to the Parcel 1 Closing and the Parcel 2 Closing, Buyer will have made Buyer's independent investigation and examination of the Property and conditions associated therewith in order to become familiar with the condition thereof. Except as expressly set forth in this Agreement, it is understood and agreed that Sellers are not making and has not at any time made any warranties or representations of any kind or character, expressed or implied, with respect**

to the Property, including, but not limited to, any warranties or representations as to habitability, merchantability, fitness for a particular purpose, income derived from the Property, physical condition, the structural integrity of any improvements, the conformity of the improvements to any plans or specifications for the Property (including, but not limited to any plans and specifications that may have been or which may be provided to Buyer), zoning or building code requirements, governmental approvals, the compliance of the Property with governmental laws (including, without limitation, Environmental Laws or accessibility for handicapped persons), soil conditions, latent or patent physical or environmental conditions, the sufficiency of any undershoring, the sufficiency of any drainage, whether the Property is located wholly or partially in any flood plain or flood hazard boundary or similar area, the existence or non-existence of underground storage tanks, any other matter affecting the stability or integrity of the land or the improvements, the availability of public utilities and services for the Property, the fitness or suitability of the Property for any intended use, the potential for further development of the Property, or the existence of vested land use, zoning or building entitlements affecting the Property, or any other matter or thing whatsoever regarding the Property.

(ii) Buyer expressly acknowledges and agrees that, upon the Parcel 1 Closing and the Parcel 2 Closing, Sellers shall sell and convey to Buyer and Buyer shall accept each such parcel, “as is, where is, with all faults.” Buyer has not relied and will not rely on, and Sellers are not liable for or bound by, any expressed or implied warranties, guaranties or representations pertaining to the Property made or furnished by Sellers, any employee, agent, or manager of Sellers, or any real estate broker or agent representing or purporting to represent Sellers, to whomever made or given, directly or indirectly, orally or in writing, unless such warranty, guaranty or representation is specifically set forth in this Agreement. Buyer represents to and covenants with Sellers that Buyer has conducted, or will conduct prior to Closing, such investigations of the Property, including but not limited to, the physical and environmental conditions thereof, as Buyer deems necessary or desirable to satisfy Buyer as to the condition of the Property and the existence or nonexistence or curative action to be taken with respect to any hazardous or toxic substances on or about or discharged from the Property, and, except for any representation, warranty or covenant expressly set forth in this Agreement, will rely solely upon the same and not upon any information provided by or on behalf of Sellers or Sellers’ agents, employees, or managers with respect thereto.

(iii) Buyer acknowledges and agrees that Buyer will not hold Sellers or any Seller liable for the condition of the Property, whether known or unknown, currently existing or in the future, whether based on a claim in tort, contract, statute (including any Environmental Laws), or otherwise, except for breach of any express representation or warranty given by Sellers

in this Agreement. Except for any claim arising from the breach of any representation or warranty expressly set forth in this Agreement, Buyer hereby releases, waives, and renounces any claim against Sellers (and each Seller), Sellers' managers, and each Seller's members, managers, employees, agents, attorneys, affiliates, beneficiaries, and assigns relating to the condition of the Property, including, without limitation, any claim arising under any Environmental Laws.

(iv) “**Environmental Laws**” means any present and future local, state and federal laws, regulations, rules, or ordinances relating to the environment and environmental conditions, including without limitation the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq.; the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601-9657, as amended by the Superfund Amendments and Reauthorization Act of 1986; the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Clean Water Act, 33 U.S.C. § 1251 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2629; and the Safe Drinking Water Act, 42 U.S.C. §§ 300f-300j, and all federal, state, or local regulations, orders and decrees now or hereafter promulgated thereunder.

(g) **Notices.** All notices or other communications required or permitted under this Agreement shall be in writing and shall be (a) personally delivered (including by means of professional messenger service), which notices and communications shall be deemed given on the date of their receipt at the office of the addressee; (b) sent by registered or certified mail, postage prepaid, return receipt requested, which notices and communications shall be deemed given two (2) business days after the date of their deposit in the United States mail; (c) sent by overnight delivery using a nationally recognized overnight courier service, which notices and communications shall be deemed given one business day after the date of their deposit with such courier, or (d) sent by email, which notices and communications shall be deemed given on the date indicated on the email. Notices shall be sent to the following addresses:

To Sellers: c/o John O’Neil
Metropolitan Land Group
17933 N.W. Evergreen Parkway, Suite 300
Beaverton, Oregon 97006
Email: john@metlandgroup.com

With a copy sent on Schwabe, Williamson & Wyatt, P.C.
the same day to: Attention: James F. Dulcich
1211 S.W. Fifth Avenue, Suite 1900
Portland, Oregon 97204
Email: jdulcich@schwabe.com

To Buyer: City of Camas
Attn: Jamal Fox, City Administrator
616 NE Fourth Avenue
Camas, Washington 98607
Email: jfox@cityofcamas.us

With a copy sent on the same day to: Shawn R. MacPherson, City Attorney
430 N.E. Everett
Camas, Washington 98607
Email: macphersonlaw@comcast.net

Notice of change of address shall be given by written notice in the manner detailed in this Section 3(g). Notices may be given by a party or a party's attorney or agent.

(h) **Brokers.** Buyer represents and warrants to Sellers that no broker or finder has been engaged by Buyer in connection with the transaction contemplated by this Agreement. Sellers represent and warrant to Buyer that no broker or finder has been engaged by Sellers in connection with the transaction contemplated by this Agreement. Buyer shall indemnify Sellers for, hold Sellers harmless from, and defend Sellers against any claims for commissions or fees asserted by any broker or finder claiming by, through, or under Buyer. Sellers shall indemnify Buyer for, hold Buyer harmless from, and defend Buyer against any claims for commissions or fees asserted by any broker or finder claiming by, through, or under Sellers. The provisions of this Section 3(i) shall survive the Parcel 1 Closing and the Parcel 2 Closing.

(i) **Assignment.** Buyer may not assign Buyer's rights and interest under this Agreement without the prior written consent of Sellers, which consent may be withheld in Sellers' sole and absolute discretion.

(j) **Development Agreements.** Buyer is a party to the following two agreements with Green Mountain Land LLC ("**GML**"), Sellers' predecessor as fee owner to Parcel 1 and Parcel 2, that are recorded against Parcel 1 and Parcel 2: (a) that certain Development Agreement between GML and the City of Camas that was recorded on February 5, 2016, as Recording No. 5254840, in the Records of Clark County, Washington (the "**Sewer Development Agreement**"), and (b) that certain Development Agreement between GML and the City of Camas that was recorded on January 6, 2015, as Recording No. 5134733, in the Records of Clark County, Washington (the "**2015 Development Agreement**"). Prior to the Parcel 2 Closing, Sellers and Buyer shall use commercially reasonable and good faith efforts to negotiate and reach agreement on the form and content of an amendment to the Sewer Development Agreement (the "**Sewer Development Agreement Amendment**") and an amendment to the 2015 Development Agreement (the "**2015 Development Agreement Amendment**") that release the City, GML and Sellers from any obligations under the Sewer Development Agreement and the 2015 Development Agreement insofar any such duties and obligations pertain to Parcel 1 and Parcel 2; and such agreed-upon amendments, if any, shall be executed and acknowledged by Sellers and Buyer and recorded in the Records of Clark County, Washington, on the Parcel 2 Closing Date. Buyer and Sellers acknowledge that any such

amendments shall comply with all lawful procedures, including public hearings, and both parties agree to cooperate with such process to effect the terms herein. Sellers and Buyer stipulate and agree that the Development Agreement relating to parks that was recorded on October 24, 2017, as Recording No. 5454921 in the Records of Clark County, Washington (the “**Park Development Agreement**”) does not impair the title of Parcel 1 or Parcel 2 and that the duties and obligations set forth in the Park Development Agreement shall continue in full force and effect as to the named parties and assigns thereof following the Parcel 1 Closing and the Parcel 2 Closing.

(k) **Approval of Title.** Sellers have furnished to Buyer a commitment for issuing title insurance relating to the Property with a date of October 15, 2020 (the “**Title Report**”), together with copies of documents affecting title that are referenced in the Title Report. Within five (5) days after the Execution Date of this Agreement, Buyer shall notify Sellers in writing of all title exceptions in the Title Report to which Buyer objects (the “**Objectionable Exceptions**”). Within four (4) days after receiving Buyer’s notice of Objectionable Exceptions, Sellers will notify Buyer whether Sellers will remove, prior to the Parcel 1 Closing (if the Objectionable Exceptions pertain to Parcel 1) or the Parcel 2 Closing (if the Objectionable Exceptions pertain to Parcel 2), the Objectionable Exceptions. (If Sellers fail to provide such notice to Buyer within such four (4)-day period, Sellers shall be deemed to have elected not to remove the Objectionable Exceptions.) If Sellers are unable or unwilling to remove any Objectionable Exceptions, Buyer shall, within three (3) days after receiving Sellers’ response (or within three (3) days after the expiration of the four (4)-day period for Sellers’ response if Sellers fail to provide notice to Buyer within such four (4)-day period), by notice to Sellers, elect whether to purchase the particular parcel to which the Objectionable Exceptions pertain, subject to the Objectionable Exceptions that will not be removed by Sellers, or terminate this Agreement. If Buyer elects to terminate this Agreement, the Earnest Money shall be refunded to Buyer, and Sellers and Buyer shall have no further obligations under this Agreement except for Buyer’s Indemnification Obligation. Notwithstanding any other provision of this Section 3(k), Sellers shall remove or cause to be removed, at or prior to the Parcel 1 Closing, any mortgages, trust deeds, and other security instruments recorded against Parcel 1 that secure financing provided to Sellers; and Sellers shall remove or cause to be removed, at or prior to the Parcel 2 Closing, any mortgages, trust deeds, and other security instruments recorded against Parcel 2 that secure financing provided to Sellers.

(l) **City Council Ratification of this Agreement.** The effectiveness of this Agreement is conditioned upon the ratification of this Agreement by the City of Camas City Council (the “**Council**”) at a regularly scheduled meeting of the Council. Buyer intends to submit this Agreement to the Council for the Council’s ratification at the Council’s December 7, 2020, meeting. If the Council has not approved and ratified this Agreement on or before December 21, 2020, this Agreement shall terminate, the Earnest Money shall be refunded to Buyer, and Sellers and Buyer shall have no further obligations under this Agreement except for Buyer’s Indemnification Obligation. Buyer has informed Sellers that the Council will, prior to the Parcel 2 Closing Date and in accordance with Buyer’s standard procedures, ratify or approve the closing documents (including the Sewer Development Agreement Amendment and the 2015 Development

Agreement Amendment) that will be executed by the City in connection with the Parcel 2 Closing; and such documents shall be ratified or approved by the Council if they are consistent with the terms and provisions of this Agreement.

(m) **Partial Invalidity.** If any term or provision of this Agreement or the application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(n) **Waivers.** No waiver of any breach of any covenant or provision contained herein shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

(o) **Exhibits.** The exhibits referenced in this Agreement are a part of this Agreement as if fully set forth in this Agreement.

(p) **Successors and Assigns.** This Agreement shall be binding on and shall inure to the benefit of the successors and permitted assigns of the parties to this Agreement.

(q) **Representation.** The initial draft of this Agreement was prepared by Schwabe, Williamson & Wyatt, P.C., which represents Sellers. Buyer acknowledges that Buyer had an opportunity to consult with separate legal counsel prior to executing this Agreement. Sellers and Buyer waive any claim that any term or condition of this Agreement should be construed against the drafter. This Agreement will be construed as if it had been prepared by both of the parties hereto.

(r) **Attorney Fees.** In the event that either Sellers or Buyer institute against the other a suit, action, arbitration, or other legal proceeding of any nature whatsoever, relating to this Agreement or to the rights or obligations of the parties with respect thereto, the prevailing party shall be entitled to recover from the losing party the prevailing party's reasonable attorney, paralegal, accountant, expert witness (whether or not called to testify at trial or other proceeding) and other professional fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, including but not limited to deposition transcript and court reporter costs, as determined by the judge or arbitrator at trial or other proceeding, and including such fees, costs and expenses incurred in any appellate or review proceeding, or in collecting any judgment or award, or in enforcing any decree rendered with respect thereto, in addition to all other amounts provided for by law. This cost and attorney fees provision shall apply with respect to any litigation or other proceedings in bankruptcy court, including litigation or proceedings related to issues unique to bankruptcy law.

(s) **Entire Agreement.** This Agreement (including any exhibits attached to it) is the final expression of, and contains the entire agreement between the parties with respect to the subject matter of the Agreement and supersedes all prior letters of intent and memorandums of understanding with respect to the subject matter of the Agreement. This Agreement may not be modified, changed, supplemented, or terminated, nor may any obligations under it be waived, except by written instrument signed by Sellers (or its managers) and Buyer. The parties do not intend to confer any benefit on any person, firm, or corporation other than the parties hereto.

(t) **Counterparts.** This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement.

(u) **Time of Essence.** Sellers and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation, and provision of this Agreement.

(v) **Construction.** Headings at the beginning of each section and subsection of this Agreement are solely for the convenience of the parties and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural, and the masculine shall include the feminine, and vice versa. Unless otherwise indicated, all references to sections are to this Agreement. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, nor legal holiday. As used in this Agreement, “**business day**” means a day other than a Saturday, Sunday or legal holiday.

(w) **Governing Law.** The parties expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Washington.

(x) **Execution Date.** The “**Execution Date**” of this Agreement is the later of the dates shown beneath the parties’ signatures on the signature of this Agreement.

(y) **Section 1031 Exchange.** If either party (the “**Exchanging Party**”) intends to have the Property used as the relinquished or replacement property for an exchange under Section 1031 of the Code, the other party (the “**Other Party**”) will cooperate in such exchange as long as (a) such cooperation is at the sole expense of the Exchanging Party, (b) the Other Party assumes no additional risk or liability or loses no remedies or rights due to the exchange transaction, (c) the Closing is not delayed as a result of the exchange, and (d) the Other Party is not obligated to take title to any additional property.

(z) **Required Actions of Buyer and Sellers.** Buyer and Sellers agree to (i) execute all such reasonable instruments and documents and to take all reasonable

actions pursuant to the provisions of this Agreement in order to consummate the Parcel 1 Donation and the Parcel 2 Transaction as contemplated herein, and (ii) use their respective commercially reasonable efforts to accomplish the Parcel 1 Closing and the Parcel 2 Closing in accordance with the provisions of this Agreement.

(aa) **Seller Disclosure Statement.** Pursuant to RCW 64.06.010, Buyer hereby waives its right to receive a seller's disclosure statement pursuant to RCW 64.06.013.

[Signature Page Follows]

SELLERS:

TERRELL & ASSOCIATES L.L.C., an Oregon limited liability company, as to an undivided 8.3571% interest; PATRICK INVESTMENTS, LLC, an Oregon limited liability company, as to an undivided 11.1429% interest; MJAJMJ, LLC, an Oregon limited liability company, as to an undivided 3.7143% interest; EDWARD MALETIS REAL ESTATE HOLDINGS LLC, a Washington limited liability company, as to an undivided 13.9286% interest; GREEN MOUNTAIN RT LLC, a Washington limited liability company, as to an undivided 13.9286% interest; NB GREEN PARTNERS, LLC, a Washington limited liability company, as to an undivided 44.2857% interest; and SFLPGM LLC, an Oregon limited liability company, as to an undivided 4.6428% interest

By: _____
John O'Neil, Manager of Sellers

Date: _____, 2020

By: Terrell Group Management, LLC, an Oregon limited liability company, Manager of Sellers

By: _____
Patrick Terrell, Member

Date: _____, 2020

Exhibits:

- Exhibit A: Legal Description of Parcel 1
- Exhibit B: Map
- Exhibit C: Legal Description of Parcel 2
- Exhibit D: Parcel 1 Deed
- Exhibit E: Parcel 2 Deed
- Exhibit F: Sellers' Documents

BUYER:

CITY OF CAMAS, WASHINGTON, a Washington municipal corporation

By: _____

Name: _____

Title: _____

Date: _____, 2020

**EXHIBIT A
TO
PURCHASE AND SALE AGREEMENT**

A parcel of land located in a portion of the Thomas J. Fletcher Donation Land Claim No. 51, and the Daniel Ollis Donation Land Claim No. 52, and lying within the Northeast quarter of Section 20, and the Southeast quarter of Section 17, Township 2 North, Range 3 East of the Willamette Meridian in the City of Camas, Clark County, Washington, described as follows:

COMMENCING at the Southeast corner of said Section 17;

THENCE North $01^{\circ} 45' 46''$ East, along the East line of said Southeast quarter, a distance of 293.65 feet to the Northeast corner of the CLB Washington Solutions I, LLC parcel described in Exhibit "D", recorded under Auditor's File No. 5550741 AMD, records of said County;

THENCE along the North line of said Exhibit "D" parcel the following courses:

THENCE North $89^{\circ} 08' 23''$ West, parallel with the South line of said Southeast quarter, a distance of 633.51 feet;

THENCE South $01^{\circ} 45' 46''$ West, parallel with the East line of said Southeast quarter, a distance of 180.54 feet;

THENCE South $61^{\circ} 08' 05''$ West, a distance of 99.20 feet to the Northeast corner of the CLB Washington Solutions I, LLC parcel described in Exhibit "F", recorded under Auditor's File No. 5550741 AMD, records of said County and the TRUE POINT OF BEGINNING;

THENCE leaving said North line, North $44^{\circ} 04' 38''$ West, a distance of 1729.40 feet;

THENCE North $87^{\circ} 02' 18''$ West, a distance of 55.03 feet to a point on a 25.00 foot radius curve to the left;

THENCE along said 25.00 foot radius curve to the left (the long chord of which bears South $55^{\circ} 08' 15''$ West, a distance of 30.66 feet), an arc distance of 33.01 feet;

THENCE South $17^{\circ} 18' 48''$ West, a distance of 13.65 feet to a point on a 44.00 foot radius curve to the left;

THENCE along said 44.00 foot radius curve to the left (the long chord of which bears South $03^{\circ} 00' 29''$ West, a distance of 21.74 feet), an arc distance of 21.97 feet;

THENCE South $78^{\circ} 42' 10''$ West, a distance of 130.21 feet;

THENCE South $50^{\circ} 22' 11''$ West, a distance of 40.78 feet;

THENCE South $37^{\circ} 37' 52''$ West, a distance of 102.48 feet;

THENCE South $04^{\circ} 25' 46''$ East, a distance of 392.13 feet to a 3/4 inch iron pipe at the Northeast corner of that parcel of land conveyed to Keith Bakker by deed recorded under Auditor's File No. G-646584, records of said County;

THENCE South $33^{\circ} 49' 02''$ East, along the East line of said "Bakker" parcel, a distance of 667.95 feet to a

3/4 inch iron pipe, and the Southeast corner thereof;

THENCE South 49° 37' 59" West, along the South line of said "Bakker" parcel, a distance of 353.18 feet, more or less, to the centerline of NE. Ingle Road;

THENCE South 40° 25' 24" East, along said centerline, a distance of 178.15 feet to a point which bears South 06° 18' 14" West from a 1/2 inch iron pipe on an Easterly line of that parcel of land conveyed to James M. Bartmess by instrument recorded under Auditor's File No. 8911140220, records of said County;

THENCE North 06° 18' 14" East, along said Easterly line, a distance of 71.63 feet to said 1/2 inch iron pipe;

THENCE North 86° 45' 59" East, along a Southerly line of said "Bartmess" parcel, a distance of 9.94 feet to the Northwest corner of that parcel land conveyed to Ronald D. Warman and Rhonda Warman, husband and wife, by deed recorded under Auditor's File No. 9004270087, records of said County;

THENCE North 86° 58' 36" East, along the North line of said "Warman" parcel, a distance of 790.14 feet to the Northeast corner thereof, said point also being on the West line of "PARCEL 2" as described in that deed to AE Green Mountain, LLC, recorded under Auditor's File No. 5485415, records of said County;

THENCE North, 02° 04' 33" East, along the West line of said AE Green Mountain, LLC parcel, a distance of 118.49 feet to the Northwest corner thereof;

THENCE South 89° 08' 23" East, along the North line of said AE Green Mountain, LLC parcel, and the North line of said CLB Washington Solutions I, LLC parcel described in Exhibit "F", a distance of 406.50 feet to a point which bears South 61° 08' 05" West, from the TRUE POINT OF BEGINNING;

THENCE North 61° 08' 05" East, a distance of 50.20 to the TRUE POINT OF BEGINNING.

A parcel of land located in a portion of the Daniel Ollis Donation Land Claim No. 52, and lying within the South half of Section 17, Township 2 North, Range 3 East of the Willamette Meridian in the City of Camas, Clark County, Washington, described as follows:

COMMENCING at the Southeast corner of said Section 17;

THENCE North 01° 45' 46" East, along the East line of said Southeast quarter, a distance of 293.65 feet to the Northeast corner of the CLB Washington Solutions I, LLC parcel described in Exhibit "D", recorded under Auditor's File No. 5550741 AMD, records of said County;

THENCE continuing North 01° 45' 46" East, along said East line, a distance of 1668.35 to the Southeast corner of Lot 12 of the Plat of Mountain Glen, recorded in Book J of Plats, at Page 199, record of said County,

THENCE North 89° 22' 57" West, along the South line of said Lot 12, a distance of 1455.75 feet to a point which bears South 89° 22' 57" East, a distance of 730.30 feet, from the Southwest corner of said Lot 12;

THENCE leaving said South line, South 00° 37' 03" West, a distance of 143.76 feet;

THENCE South 36° 42' 34" West, a distance of 125.00 feet;

THENCE South 53° 17' 26" East, a distance of 70.00 feet;

THENCE South 36° 42' 34" West, a distance of 140.00 feet;

THENCE South 18° 34' 50" East, a distance of 39.26 feet;

THENCE South 50° 06' 38" East, a distance of 120.00 feet;

THENCE South 39° 53' 22" West, a distance of 142.06 feet to a point on a non-tangent 120.00 foot radius curve to the left;

THENCE along said 120.00 foot radius curve to the left (the long chord of which bears North 49° 16' 41" West, a distance of 3.49 feet), an arc distance of 3.49 feet;

THENCE North 50° 06' 38" West, a distance of 23.25 feet;

THENCE South 39° 53' 22" West, a distance of 89.99 feet to the TRUE POINT OF BEGINNING;

THENCE North 50° 06' 00" West, a distance of 145.05 feet;

THENCE North 34° 57' 46" West, a distance of 121.13 feet;

THENCE North 66° 10' 19" East, a distance of 14.62 feet;

THENCE North 55° 02' 14" East, a distance of 75.65 feet;

THENCE North 55° 56' 38" East, a distance of 52.01 feet;

THENCE North 44° 42' 13" East, a distance of 59.80 feet;

THENCE North 36° 42' 34" East, a distance of 16.13 feet;

THENCE North 53° 17' 26" West, a distance of 90.00 feet;

THENCE North 36° 42' 34" East, a distance of 13.20 feet;

THENCE North 53° 17' 26" West, a distance of 142.08 feet;

THENCE South 36° 28' 56" West, a distance of 26.87 feet;

THENCE South 55° 49' 34" West, a distance of 93.89 feet;

THENCE South 81° 42' 47" West, a distance of 59.99 feet;

THENCE North 67° 16' 28" West, a distance of 60.00 feet;

THENCE North 58° 13' 08" West, a distance of 63.70 feet;

THENCE North 44° 16' 44" West, a distance of 46.41 feet;

THENCE North 45° 43' 16" East, a distance of 82.68 feet to a point which bears South 44° 16' 44" East, from the Southwest corner of said Lot 12;

THENCE North 44° 16' 44" West, a distance of 196.68 feet to the Southwest corner of said Lot 12;

THENCE North 01° 45' 46" East, along the West line of said Lot 12, a distance of 256.70 feet to the Southeast corner of Lot 11 of said Plat of Mountain Glen;

THENCE North 89° 22' 57" West, along the South line of said Plat of Mountain Glen, a distance of 930.24 feet to the Northeast corner of that parcel of land conveyed to Lon and Rachelle Combs, by deed recorded under Auditor's File No. 4150099 D. records of said County;

THENCE South 44° 04' 35" East, along the Northeasterly line of said "Combs" parcel, a distance of 1131.67 feet to the most Easterly Southeast corner of said "Combs" parcel;

THENCE South 45° 55' 25" West, along the Southeasterly line of said "Combs" parcel, a distance of 254.00 feet to the Southwest corner thereof;

THENCE along the Southwesterly lines of said "Combs" parcel, the following courses:

THENCE North 44° 04' 35" West, a distance of 257.24 feet to an angle point;

THENCE South 45° 55' 25" West, a distance of 60.00 feet to an angle point;

THENCE North 44° 04' 35" West, a distance of 607.89 feet to an angle point;

THENCE South 45° 55' 25" West, a distance of 132.24 feet, more or less, to the centerline of NE. Ingle Road, said point being on a non-tangent 675.00 foot radius curve to the right;

THENCE leaving said "Combs" parcel, along said 675.00 foot radius curve to the right (the long chord of which bears South 26° 56' 02" East, a distance of 55.22 feet), an arc distance of 55.23 feet;

THENCE along the centerline of said NE. Ingle Road, the following courses:

THENCE South 24° 35' 23" East, a distance of 57.61 feet to a point on a 1200.00 foot radius curve to the left;

THENCE along said 1200.00 foot radius curve to the left (the long chord of which bears South 28° 02' 22" East, a distance of 144.41 feet), an arc distance of 144.50 feet;

THENCE South 31° 29' 20" East, a distance of 190.47 feet;

THENCE South 30° 43' 55" East, a distance of 678.85 feet;

THENCE South 29° 58' 13" East, a distance of 238.24 feet to a point which bears South 59° 56' 15" West from a 1/2 inch iron pipe marking the Northwest corner of that parcel of land conveyed to Keith Bakker by deed recorded under Auditor's File No. G-646584, records of said County;

THENCE leaving said centerline, North 59° 56' 15" East, a distance of 21.66 feet to said iron pipe;

THENCE continuing North 59° 56' 15" East, along the North line of said "Bakker" parcel, a distance of 329.81 feet to a 3/4 inch iron pipe and the Northeast corner thereof;

THENCE leaving said "Bakker" parcel, North 04° 25' 46" West, a distance of 392.13 feet;

THENCE North 37° 37' 52" East, a distance of 102.48 feet;

THENCE North 50° 22' 11" East, a distance of 40.78 feet;

THENCE North 78° 42' 10" East, a distance of 130.21 feet to a point on a non-tangent 44.00 foot radius curve to the right;

THENCE along said 44.00 foot radius curve to the left (the long chord of which bears North 03° 00' 29" East, a distance of 21.74 feet), an arc distance of 21.97 feet;

THENCE North 17° 18' 48" East, a distance of 13.65 feet to a point on a 25.00 foot radius curve to the right;

THENCE along said 25.00 foot radius curve to the right (the long chord of which bears North 55° 08' 15" East, a distance of 30.66 feet), an arc distance of 33.01 feet;

THENCE South 87° 02' 18" East, a distance of 55.03 feet to a point which bears North 44° 04' 38" West

from the Northeast corner of the CLB Washington Solutions I, LLC parcel described in Exhibit "F", recorded under Auditor's File No. 5550741 AMD, records of said County;

THENCE South 44° 04' 38" East, a distance of 428.29 feet;

THENCE North 45° 55' 22" East, a distance of 77.48 feet;

THENCE North 22° 23' 48" East, a distance of 156.33 feet;

THENCE North 15° 42' 20" West, a distance of 40.03 feet;

THENCE North 32° 16' 02" West, a distance of 46.58 feet to a point which bears South 50° 06' 00" East, from the TRUE POINT OF BEGINNING;

THENCE North 50° 06' 00" West, a distance of 27.96 feet to the TRUE POINT OF BEGINNING.

A parcel of land located in a portion of the Daniel Ollis Donation Land Claim No. 52, and lying within the Southeast quarter of Section 17, Township 2 North, Range 3 East of the Willamette Meridian in the City of Camas, Clark County, Washington, described as follows:

COMMENCING at the Southeast corner of said Section 17;

THENCE North 01° 45' 46" East, along the East line of said Southeast quarter, a distance of 293.65 feet to the Northeast corner of the CLB Washington Solutions I, LLC parcel described in Exhibit "D", recorded under Auditor's File No. 5550741 AMD, records of said County;

THENCE continuing North 01° 45' 46" East, along said East line, a distance of 1668.35 to the Southeast corner of Lot 12 of the Plat of Mountain Glen, recorded in Book J of Plats, at Page 199, record of said County,

THENCE North 89° 22' 57" West, along the South line of said Lot 12, a distance of 1455.75 feet to a point which bears South 89° 22' 57" East, a distance of 730.30 feet, from the Southwest corner of said Lot 12, said point being the TRUE POINT OF BEGINNING;

THENCE leaving said South line, South 00° 37' 03" West, a distance of 143.76 feet;

THENCE South 36° 42' 34" West, a distance of 125.00 feet;

THENCE South 53° 17' 26" East, a distance of 70.00 feet;

THENCE South 36° 42' 34" West, a distance of 140.00 feet;

THENCE South 18° 34' 50" East, a distance of 39.26 feet;

THENCE South 50° 06' 38" East, a distance of 120.00 feet;

THENCE South 39° 53' 22" West, a distance of 142.06 feet to a point on a non-tangent 120.00 foot radius curve to the left;

THENCE along said 120.00 foot radius curve to the left (the long chord of which bears North 49° 16' 41" West, a distance of 3.49 feet), an arc distance of 3.49 feet;

THENCE North 50° 06' 38" West, a distance of 23.25 feet;

THENCE South 39° 53' 22" West, a distance of 89.99 feet;

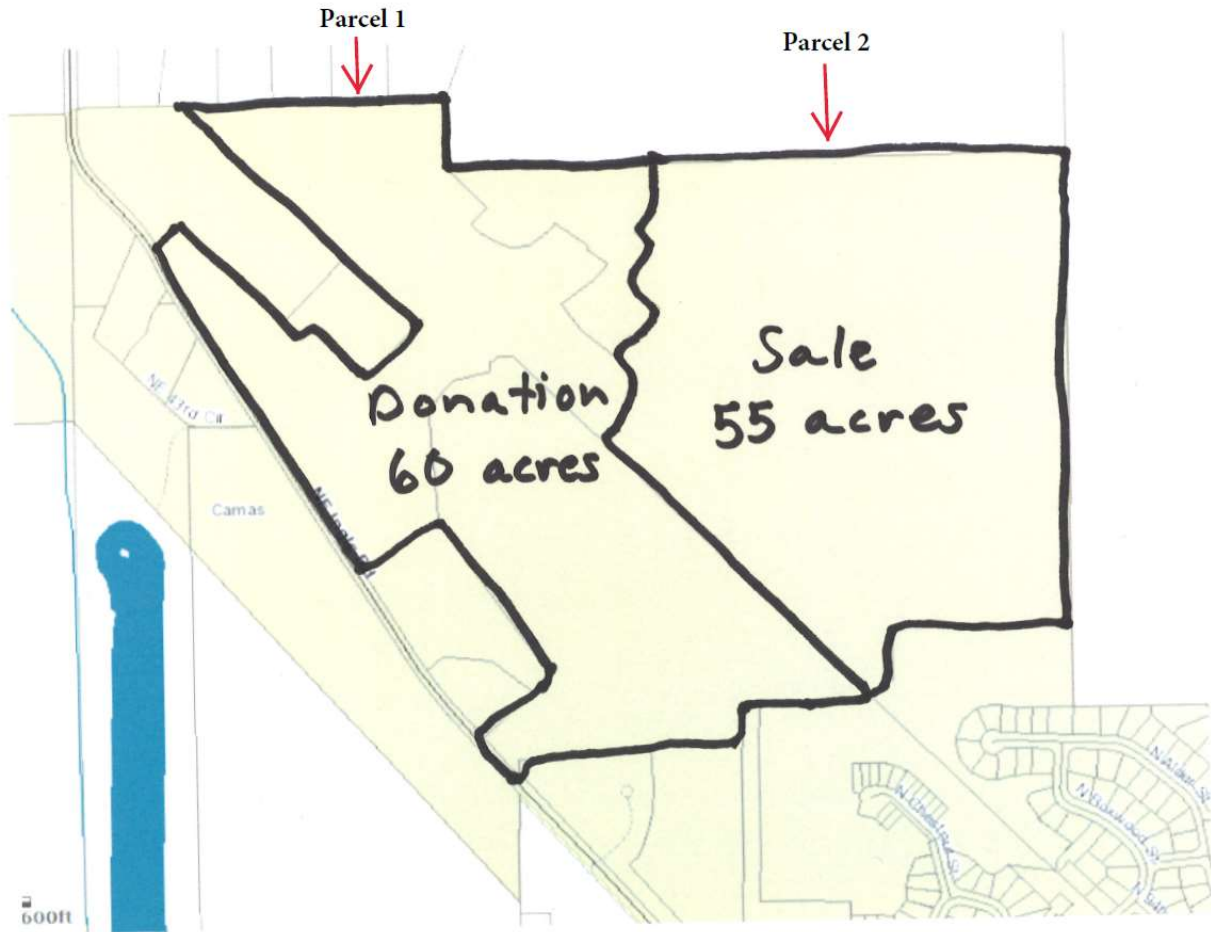
THENCE North 50° 06' 00" West, a distance of 145.05 feet;
THENCE North 34° 57' 46" West, a distance of 121.13 feet;
THENCE North 66° 10' 19" East, a distance of 14.62 feet;
THENCE North 55° 02' 14" East, a distance of 75.65 feet;
THENCE North 55° 56' 38" East, a distance of 52.01 feet;
THENCE North 44° 42' 13" East, a distance of 59.80 feet;
THENCE North 36° 42' 34" East, a distance of 16.13 feet;
THENCE North 53° 17' 26" West, a distance of 90.00 feet;
THENCE North 36° 42' 34" East, a distance of 13.20 feet;
THENCE North 53° 17' 26" West, a distance of 142.08 feet;
THENCE South 36° 28' 56" West, a distance of 26.87 feet;
THENCE South 55° 49' 34" West, a distance of 93.89 feet;
THENCE South 81° 42' 47" West, a distance of 59.99 feet;
THENCE North 67° 16' 28" West, a distance of 60.00 feet;
THENCE North 58° 13' 08" West, a distance of 63.70 feet;
THENCE North 44° 16' 44" West, a distance of 46.41 feet;

THENCE North 45° 43' 16" East, a distance of 82.68 feet to a point which bears South 44° 16' 44" East, from the Southwest corner of said Lot 12;

THENCE North 44° 16' 44" West, a distance of 196.68 feet to the Southwest corner of said Lot 12;

THENCE South 89° 22' 57" East, along the South line of said Lot 12, a distance of 730.30 feet to the TRUE POINT OF BEGINNING.

**EXHIBIT B
TO
PURCHASE AND SALE AGREEMENT**



**EXHIBIT C
TO
PURCHASE AND SALE AGREEMENT**

A parcel of land located in a portion of the Daniel Ollis Donation Land Claim No. 52, and lying within the Southeast quarter of Section 17, Township 2 North, Range 3 East of the Willamette Meridian in the City of Camas, Clark County, Washington, described as follows:

COMMENCING at the Southeast corner of said Section 17;

THENCE North $01^{\circ} 45' 46''$ East, along the East line of said Southeast quarter, a distance of 293.65 feet to the Northeast corner of the CLB Washington Solutions I, LLC parcel described in Exhibit "D", recorded under Auditor's File No. 5550741 AMD, records of said County, and the TRUE POINT OF BEGINNING;

THENCE along the North line of said Exhibit "D" parcel the following courses:

THENCE North $89^{\circ} 08' 23''$ West, parallel with the South line of said Southeast quarter, a distance of 633.51 feet;

THENCE South $01^{\circ} 45' 46''$ West, parallel with the East line of said Southeast quarter, a distance of 180.54 feet;

THENCE South $61^{\circ} 08' 05''$ West, a distance of 99.20 feet to the Northeast corner of the CLB Washington Solutions I, LLC parcel described in Exhibit "F", recorded under Auditor's File No. 5550741 AMD, records of said County;

THENCE leaving said North line, North $44^{\circ} 04' 38''$ West, a distance of 1301.11 feet;

THENCE North $45^{\circ} 55' 22''$ East, a distance of 77.48 feet;

THENCE North $22^{\circ} 23' 48''$ East, a distance of 156.33 feet;

THENCE North $15^{\circ} 42' 20''$ West, a distance of 40.03 feet;

THENCE North $32^{\circ} 16' 02''$ West, a distance of 46.58 feet;

THENCE North $50^{\circ} 06' 00''$ West, a distance of 27.96 feet;

THENCE North $39^{\circ} 53' 22''$ East, a distance of 89.99 feet;

THENCE South $50^{\circ} 06' 38''$ East, a distance of 23.25 feet to a point on a 120.00 foot radius curve to the right;

THENCE along said 120.00 foot radius curve to the right (the long chord of which bears South $49^{\circ} 16' 41''$ East, a distance of 3.49 feet), an arc distance of 3.49 feet;

THENCE North $39^{\circ} 53' 22''$ East, a distance of 142.06 feet;

THENCE North $50^{\circ} 06' 38''$ West, a distance of 120.00 feet;

THENCE North $18^{\circ} 34' 50''$ West, a distance of 39.26 feet;

THENCE North $36^{\circ} 42' 34''$ East, a distance of 140.00 feet;

THENCE North $53^{\circ} 17' 26''$ West, a distance of 70.00 feet;

THENCE North $36^{\circ} 42' 34''$ East, a distance of 125.00 feet;

THENCE North $00^{\circ} 37' 03''$ East, a distance of 143.76 feet to a point on the South line of Lot 12 of the Plat of Mountain Glen, recorded in Book J of Plats, at Page 199, record of said County, said point bears South $89^{\circ} 22' 57''$ East, a distance of 730.30 feet from the Southwest corner of said Lot 12;

THENCE South $89^{\circ} 22' 57''$ East, along said South line, a distance of 1455.75 feet to a point on the East line of the Southeast quarter of said Section 17;

THENCE South $01^{\circ} 45' 46''$ West, along said East line, a distance of 1668.35 feet to the TRUE POINT OF BEGINNING.

**EXHIBIT D
TO
PURCHASE AND SALE AGREEMENT**

(Parcel 1 Deed)

After Recording, Return to:

Attention: _____

Bargain and Sale Deed

Grantors: Terrell & Associates L.L.C., an Oregon limited liability company, as to an undivided 8.3571% interest; PatRick Investments, LLC, an Oregon limited liability company, as to an undivided 11.1429% interest; MJAJMJ, LLC, an Oregon limited liability company, as to an undivided 3.7143% interest; Edward Maletis Real Estate Holdings LLC, a Washington limited liability company, as to an undivided 13.9286% interest; Green Mountain RT LLC, a Washington limited liability company, as to an undivided 13.9286% interest; NB Green Partners, LLC, a Washington limited liability company, as to an undivided 44.2857% interest; and SFLPGM LLC, an Oregon limited liability company, as to an undivided 4.6428% interest

Grantee: City of Camas, Washington, a Washington municipal corporation

Legal Description (abbreviated): [TO BE ADDED]

Assessor's Property Tax Parcel Account Number(s): [TO BE ADDED]

Reference numbers of related documents: None

Bargain and Sale Deed

Terrell & Associates L.L.C., an Oregon limited liability company, as to an undivided 8.3571% interest; PatRick Investments, LLC, an Oregon limited liability company, as to an undivided 11.1429% interest; MJAJMJ, LLC, an Oregon limited liability company, as to an undivided 3.7143% interest; Edward Maletis Real Estate Holdings LLC, a Washington limited liability company, as to an undivided 13.9286% interest; Green Mountain RT LLC, a Washington limited liability company, as to an undivided 13.9286% interest; NB Green Partners, LLC, a Washington limited liability company, as to an undivided 44.2857% interest; and SFLPGM LLC, an Oregon limited liability company, as to an undivided 4.6428% interest (collectively, “Grantor”), for and in consideration of a donation to the City of Camas, Washington, a Washington municipal corporation (“Grantee”), bargains, sells, and conveys to Grantee the following described real estate situated in Clark County, Washington:

[LEGAL DESCRIPTION TO BE ADDED].

Grantor conveys such real estate to Grantee subject to all encumbrances, easements, and other matters of record.

Dated: _____, 2020.

[signatures and acknowledgments contained on following pages]

GRANTORS:

TERRELL & ASSOCIATES L.L.C., an Oregon limited liability company

By: _____

Name: _____

Title: _____

STATE OF OREGON

COUNTY OF _____

ss.

This record was acknowledged before me on this ____ day of _____, 2020, by _____, _____ of TERRELL & ASSOCIATES L.L.C., an Oregon limited liability company.

(Signature of Notary)

Notary public in and for the state of Oregon

My commission expires _____

PATRICK INVESTMENTS, LLC, an Oregon
limited liability company

By: _____

Name: _____

Title: _____

STATE OF OREGON

COUNTY OF _____

ss.

This record was acknowledged before me on this ____ day of _____, 2020, by ____
_____, _____ of PATRICK INVESTMENTS, LLC, an Oregon limited
liability company.

(Signature of Notary)

Notary public in and for the state of Oregon

My commission expires _____

MJAJMJ, LLC, an Oregon limited liability company

By: _____

Name: _____

Title: _____

STATE OF OREGON

COUNTY OF _____

ss.

This record was acknowledged before me on this ____ day of _____, 2020, by _____, _____ of MJAJMJ, LLC, an Oregon limited liability company.

(Signature of Notary)

Notary public in and for the state of Oregon

My commission expires _____

EDWARD MALETIS REAL ESTATE
HOLDINGS LLC, a Washington limited liability
company

By: _____

Name: _____

Title: _____

STATE OF OREGON

COUNTY OF _____

ss.

This record was acknowledged before me on this ____ day of _____, 2020, by ____
_____, _____ of EDWARD MALETIS REAL ESTATE
HOLDINGS LLC, a Washington limited liability company.

(Signature of Notary)

Notary public in and for the state of Oregon

My commission expires _____

GREEN MOUNTAIN RT LLC, a Washington
limited liability company

By: _____

Name: _____

Title: _____

STATE OF OREGON

COUNTY OF _____

ss.

This record was acknowledged before me on this ____ day of _____, 2020, by _____, _____ of GREEN MOUNTAIN RT LLC, a Washington limited liability company.

(Signature of Notary)

Notary public in and for the state of Oregon

My commission expires _____

NB GREEN PARTNERS, LLC, a Washington
limited liability company

By: _____

Name: _____

Title: _____

STATE OF OREGON

COUNTY OF _____

ss.

This record was acknowledged before me on this ____ day of _____, 2020, by _____, _____ of NB GREEN PARTNERS, LLC, a Washington limited liability company.

(Signature of Notary)

Notary public in and for the state of Oregon

My commission expires _____

SFLPGM LLC, an Oregon limited liability company

By: _____

Name: _____

Title: _____

STATE OF OREGON

COUNTY OF _____

ss.

This record was acknowledged before me on this ____ day of _____, 2020, by _____, _____ of SFLPGM LLC, an Oregon limited liability company.

(Signature of Notary)

Notary public in and for the state of Oregon

My commission expires _____

**EXHIBIT E
TO
PURCHASE AND SALE AGREEMENT**

(Bargain and Sale Deed for Parcel 2)

After Recording, Return to:

Attention: _____

Bargain and Sale Deed

Grantors: Terrell & Associates L.L.C., an Oregon limited liability company, as to an undivided 8.3571% interest; PatRick Investments, LLC, an Oregon limited liability company, as to an undivided 11.1429% interest; MJAJMJ, LLC, an Oregon limited liability company, as to an undivided 3.7143% interest; Edward Maletis Real Estate Holdings LLC, a Washington limited liability company, as to an undivided 13.9286% interest; Green Mountain RT LLC, a Washington limited liability company, as to an undivided 13.9286% interest; NB Green Partners, LLC, a Washington limited liability company, as to an undivided 44.2857% interest; and SFLPGM LLC, an Oregon limited liability company, as to an undivided 4.6428% interest

Grantee: City of Camas, Washington, a Washington municipal corporation

Legal Description (abbreviated): **[TO BE ADDED]**

Assessor's Property Tax Parcel Account Number(s): **[TO BE ADDED]**

Reference numbers of related documents: None

Bargain and Sale Deed

Terrell & Associates L.L.C., an Oregon limited liability company, as to an undivided 8.3571% interest; PatRick Investments, LLC, an Oregon limited liability company, as to an undivided 11.1429% interest; MJAJMJ, LLC, an Oregon limited liability company, as to an undivided 3.7143% interest; Edward Maletis Real Estate Holdings LLC, a Washington limited liability company, as to an undivided 13.9286% interest; Green Mountain RT LLC, a Washington limited liability company, as to an undivided 13.9286% interest; NB Green Partners, LLC, a Washington limited liability company, as to an undivided 44.2857% interest; and SFLPGM LLC, an Oregon limited liability company, as to an undivided 4.6428% interest (collectively, “Grantor”), for and in consideration of the sum of \$10.00 and other good and valuable consideration in hand paid, bargains, sells and conveys to City of Camas, Washington, a Washington municipal corporation (“Grantee”), the following described real estate situated in Clark County, Washington:

[LEGAL DESCRIPTION TO BE ADDED].

Grantor conveys such real estate to Grantee subject to all encumbrances, easements, and other matters of record.

Dated: _____, 20_____.

[signatures and acknowledgments contained on following pages]

GRANTORS:

TERRELL & ASSOCIATES L.L.C., an Oregon limited liability company

By: _____

Name: _____

Title: _____

STATE OF OREGON

COUNTY OF _____

ss.

This record was acknowledged before me on this ____ day of _____, 20____, by _____, _____ of TERRELL & ASSOCIATES L.L.C., an Oregon limited liability company.

(Signature of Notary)

Notary public in and for the state of Oregon

My commission expires _____

PATRICK INVESTMENTS, LLC, an Oregon
limited liability company

By: _____

Name: _____

Title: _____

STATE OF OREGON

COUNTY OF _____

ss.

This record was acknowledged before me on this ____ day of _____, 20____, by ____
_____, _____ of PATRICK INVESTMENTS, LLC, an Oregon limited
liability company.

(Signature of Notary)

Notary public in and for the state of Oregon

My commission expires _____

MJAJMJ, LLC, an Oregon limited liability company

By: _____

Name: _____

Title: _____

STATE OF OREGON

COUNTY OF _____

ss.

This record was acknowledged before me on this ____ day of _____, 20____, by _____, _____ of MJAJMJ, LLC, an Oregon limited liability company.

(Signature of Notary)

Notary public in and for the state of Oregon

My commission expires _____

EDWARD MALETIS REAL ESTATE
HOLDINGS LLC, a Washington limited liability
company

By: _____

Name: _____

Title: _____

STATE OF OREGON

COUNTY OF _____

ss.

This record was acknowledged before me on this ____ day of _____, 20____, by ____
_____, _____ of EDWARD MALETIS REAL ESTATE
HOLDINGS LLC, a Washington limited liability company.

(Signature of Notary)

Notary public in and for the state of Oregon

My commission expires _____

GREEN MOUNTAIN RT LLC, a Washington
limited liability company

By: _____

Name: _____

Title: _____

STATE OF OREGON

COUNTY OF _____

ss.

This record was acknowledged before me on this ____ day of _____, 20____, by _____, _____ of GREEN MOUNTAIN RT LLC, a Washington limited liability company.

(Signature of Notary)

Notary public in and for the state of Oregon

My commission expires _____

NB GREEN PARTNERS, LLC, a Washington
limited liability company

By: _____

Name: _____

Title: _____

STATE OF OREGON

COUNTY OF _____

ss.

This record was acknowledged before me on this ____ day of _____, 20____, by _____, _____ of NB GREEN PARTNERS, LLC, a Washington limited liability company.

(Signature of Notary)

Notary public in and for the state of Oregon

My commission expires _____

SFLPGM LLC, an Oregon limited liability company

By: _____

Name: _____

Title: _____

STATE OF OREGON

COUNTY OF _____

ss.

This record was acknowledged before me on this ____ day of _____, 20____, by _____, _____ of SFLPGM LLC, an Oregon limited liability company.

(Signature of Notary)

Notary public in and for the state of Oregon

My commission expires _____

**EXHIBIT F
TO
PURCHASE AND SALE AGREEMENT**

SELLERS' DOCUMENTS

1. Any surveys relating to the Property.
2. Property tax statements for the Property for 2019 and 2020.
3. Copies of any reports, tests, and/or studies relating to the condition of the Property, including, without limitation, environmental reports, soils and geotechnical reports, and any inspection reports.
4. All governmental permits and approvals relating to the Property.
5. Copies of all correspondence to or from any governmental agency relating to the use, storage, release, spill, leakage, or disposal of Hazardous Materials at or affecting the Property.