

REVIEWED

LEGAL COUNSEL

**Vacant Land Purchase and Sale Agreement
(Raw Land that Horton will Entitle)**

This Vacant Land Purchase and Sale Agreement (“**Agreement**”) is dated for reference _____, 2022, and entered into by and between D.R. Horton, Inc.-Portland, and/or its assigns, as buyer (“**Horton**”), and Deschutes County, a political subdivision of the State of Oregon, as seller (“**Seller**”), (Horton and Seller, together, the “**Parties**”). The date of this Agreement above is for reference only; this Agreement shall not become effective until the Effective Date. As used throughout the Agreement, “**Effective Date**,” “**date of this Agreement**,” “**mutual acceptance**” and similar terms mean the later of: (a) the date of Seller’s signature on this Agreement; (b) the date of Horton’s signature on this Agreement; or (c) the date of Horton’s Corporate Approval as set forth in Section 27 below (“**Corporate Approval**”).

1. The Property. Subject to the terms and conditions of this Agreement, Seller agrees to sell and Horton agrees to purchase the real property located in the City of La Pine (“**City**”), County of Deschutes (“**County**”), Oregon (“**State**”), and legally described on Exhibit A attached hereto (the “**Land**”). The sale of the Land includes all improvements on the Land and all rights and appurtenances pertaining to the Land, including without limitation any easements, privileges, reversions, and entitlements, any air, water and other development rights, any mineral, oil, gas, and other subsurface rights, and any of Seller’s interest in adjacent streets, alleys, and rights of way (together, with the Land, the “**Property**”). The Parties waive all claims that performance of this Agreement cannot be enforced based on inadequacy of the legal description of the Property attached hereto. The Parties authorize Closing Agent (defined below), as soon as practical after the Effective Date, to insert over the Parties’ signatures the legal description of the Property as contained in the Title Commitment (defined below), which shall be incorporated herein.

2. Opening of Escrow. Within 5 business days after the Effective Date, the Parties shall open an escrow (“**Escrow**”) with First American Title Insurance Company (“**Closing Agent**” and “**Title Company**”) by causing an executed copy of this Agreement to be deposited with Closing Agent. Escrow shall be deemed open on the date that a fully executed copy of this Agreement is delivered to Closing Agent (“**Opening of Escrow**”). Closing Agent shall provide each of the Parties with written confirmation of the date of Opening of Escrow, provided that notwithstanding such confirmation from Closing Agent, each Party shall be bound hereto as of the Effective Date.

3. Purchase Price. Horton shall pay to Seller \$10,070,000 (“**Purchase Price**”) for the Property in cash at Closing (defined below), unless otherwise specified in this Agreement.

4. Independent Consideration. As independent consideration for this Agreement, within 5 business days after the Effective Date, Horton shall deliver to Closing Agent \$100.00 in cash, which Closing Agent shall promptly deliver to Seller. The independent consideration shall be nonrefundable in all events.

5. Earnest Money. Within 10 business days after delivery of the Notice of Suitability (defined below), Horton shall deposit with Closing Agent cash in the amount of \$1,007,000 which shall serve as the “**Earnest Money**” for this Agreement. The Earnest Money once deposited will remain in Escrow and be applied to the Purchase Price at Closing; or, if this Agreement is terminated prior to the Closing, the Earnest Money then on deposit shall be delivered to Seller or returned to Horton by the Closing Agent, as elsewhere provided herein. If Horton fails to timely deposit the Earnest Money, Seller may, after a 5-business day notice and opportunity to cure, terminate the Agreement as its sole remedy.

6. Title.

6.1. Condition of Title. Within 5 business days after the Effective Date, the Parties shall cause the Title Company to deliver to Horton a preliminary title commitment covering the Property, including legible copies of all instruments described in the report (the “**Title Commitment**”). Horton shall review the Title Commitment and notify Seller within 10 business days after the later receipt of (a) the Title Commitment; and (b) the survey ordered by Horton at its sole cost and expense (the “**Title Review Period**”) which title matters are approved by Horton. Only non-delinquent general taxes, non-delinquent general assessments and those title matters that Horton expressly approves in writing shall be permitted exceptions (the “**Permitted Exceptions**”). In no event shall any monetary encumbrance or lien be a Permitted Exception; Seller must remove all of the same. Any exception in the Title Commitment not expressly approved by Horton in writing during the Title Review Period shall be deemed disapproved. Seller shall have 10 days after receiving Horton’s title disapproval notice or deemed disapproval to notify Horton if Seller will cure or remove any matters disapproved or deemed disapproved by Horton. Failure of Seller to timely respond shall be deemed an election not to cure; provided, however, Seller shall remove all monetary encumbrances (e.g. deeds of trust, liens) prior to, or in conjunction with, Closing. If Seller elects or is deemed to have elected not to cure any objection of Horton, Horton may elect to terminate this Agreement at any time prior to the Feasibility Deadline and receive a refund of the Earnest Money, in which case Seller and Horton shall equally split the cost of all fees due to the Title Company, and the Parties shall have no further rights or obligations under this Agreement, except those rights and obligations that expressly survive any termination. If Seller agrees to cure any disapproved matter and fails to do so, then, in addition to Horton’s termination rights above, Seller shall reimburse Horton for all costs incurred by Horton pursuant to this Agreement. Seller shall not allow any encumbrance or exception on the Property after Horton’s delivery of its title notice, without Horton’s express consent.

6.2. Title Insurance. At Closing (defined below), Seller shall cause the Title Company to issue an extended coverage ALTA Title Insurance Policy on the Property (“**Title Policy**”) which shall: (a) be in the amount of the Purchase Price; (b) insure fee simple, good and indefeasible title to such Property and right of access thereto in Horton; (c) include coverage against unrecorded liens; (d) contain no exceptions other than the Permitted Exceptions; and (e) include any reasonable title endorsements requested by Horton. Seller shall pay for all costs of the extended coverage Title Policy. Seller shall provide the Title Company with any affidavit, declaration, indemnification and release required by the Title Company to issue the Title Policy to Horton at Closing.

7. Feasibility Contingency. Horton’s obligation to purchase the Property is contingent upon the results of Horton’s inspection and feasibility analysis of the Property.

7.1. Within 5 days after executing this Agreement (and as a continuing obligation of Seller until Closing or termination of this Agreement for any new items), Seller shall deliver to Horton copies of all materials, documents, reports, correspondence, and other information relating to the Property in the possession or control of Seller, including without limitation, any environmental, soils, oil tank and geotechnical tests and reports, any inspection or conditions reports, any critical area or wetlands reports, any water rights, permits, or certificates, any proposed or approved grading plans, any notices and significant communications with the City, County, State, federal government and any other government authority, department, commission or board of fire underwriters, public utility district or similar body (collectively, “**Government Authorities**”), any permits, applications, approvals and entitlement work, any plans, surveys, drawings, specifications and any engineering work (in Auto-CAD format, if available), any documents addressing the availability of public infrastructure including, without limitation, electrical, telephone, cable, water and sewer; school and roadway impact fees (if any); affordable housing and park requirements (if any); copies of agreements that would impact the use or development of the Property, and

any warranties or guarantees (collectively, “**Submission Items**”). If Seller fails to deliver the Submission Items within the time required, the Feasibility Deadline (defined below) shall be extended on a day-for-day basis until all such Submission Items have been delivered. The Submission Items shall not be amended or modified by Seller in any way after delivery to Horton. If Seller knows of any material item or other information concerning the Property that is not within its possession or control, Seller shall notify Horton so that Horton may attempt to obtain it. Additionally, and at the same time as the Submission Items, Seller shall deliver to Horton a completed Seller Disclosure Statement to the extent required by Applicable Laws (defined below).

7.2. Horton may conduct a feasibility analysis of the Property, at its sole cost and expense, to determine whether or not the Property is suitable to Horton, in Horton’s sole and absolute discretion. Horton’s feasibility analysis may include, but is not limited to, conducting any environmental tests (including a Phase 1 and/or Phase 2), performing surveys, researching laws, zoning designations and entitlements, making inquiries with surrounding owners and Government Authorities, conducting field studies, analyzing financial information and performing any other tests, studies, inspections and investigations Horton deems appropriate. Horton and its employees, agents, and consultants (“**Horton Parties**”) shall have access to the Property at all reasonable times for the purpose of conducting any aspect of Horton’s feasibility analysis. If Horton or any Horton Party damages the Property, Horton shall repair and restore the Property to substantially its former condition, at Horton’s sole cost and expense. The foregoing restoration obligation shall survive any termination for only 12 months.

7.3. If Horton’s feasibility analysis indicates that the Property is suitable to Horton, in its sole and absolute discretion, Horton will send written notice (the “**Notice of Suitability**”) to Seller on or before the end of the 90th day after the Effective Date (the “**Feasibility Deadline**”); provided, however, Horton shall have the right to extend the Feasibility Deadline for 1 period of 30 days upon providing written notice to Seller of Horton’s exercise of such extension right, which such notice shall be provided on or before the then current Feasibility Deadline. If any Phase 1 conducted by Horton before the initial Feasibility Deadline recommends further environmental testing (e.g., a Phase 2), the Feasibility Deadline shall be extended automatically by a reasonable amount of time (not to exceed 150 days from the Effective Date) to obtain and review such report. Notwithstanding anything in this Agreement to the contrary, **the Notice of Suitability shall not be effective unless such Notice of Suitability is signed by either one of Donald R. Horton, David Auld, Bill Wheat, Michael J. Murray, Paul Romanowski, or J. Matt Farris.** If Horton fails to deliver the Notice of Suitability on or before the Feasibility Deadline and such failure continues for 5 business days after notice from Seller, or if Horton delivers a notice stating the Property is not suitable before delivering a Notice of Suitability, then in either event, this Agreement shall automatically terminate in full. If the Agreement is terminated under this paragraph, all Earnest Money deposited in Escrow shall be returned to Horton, and the Parties shall have no further rights or obligations under this Agreement, except those rights and obligations that expressly survive termination.

7.4. If Horton delivers a Notice of Suitability, Horton and the Horton Parties shall continue to have access to the Property after the Feasibility Deadline to confirm conditions of this Agreement and to otherwise prepare to take title to the Property.

7.5. Upon Horton’s issuance of Notice of Suitability, Horton shall have the right, at its sole cost and expense, to: (i) erect a sign at any location on the Property for Horton’s use in connection with the marketing of the Property and improvements constructed thereon, which signage shall be subject only to approval by the appropriate Government Authority; and prior to erecting any signage, Horton will order a locate, and (ii) to market the Property and the improvements constructed thereon via digital and social media platforms, Horton’s website, search engine marketing, direct mail, media broadcast and other marketing channels (collectively, the “**Marketing Channels**”) at Horton’s sole discretion. In the event this Agreement terminates for any reason prior to Closing, Horton shall remove any signage installed on the

Property within 5 business days of such termination and shall repair and restore the Property to substantially its former condition, and Horton shall use commercially reasonable efforts to remove digital advertising from the Marketing Channels in a timely fashion.

8. Intentionally Omitted

9. Entitlement Contingency.

9.1. Horton's Entitlements. During the term of this Agreement, Horton may, at Horton's sole cost and expense, apply for, process and obtain approval for a preliminary plat, site plan, or other legal division for Horton's planned development ("**P-Plat Approval**"), and all associated engineering approvals (including for roads, water, sewer, and utilities) necessary or appropriate to divide and develop the Property and to construct subdivision improvements in connection with Horton's planned development ("**Engineering Approvals**"). In addition, Horton may apply for all other permits necessary to develop the Property in accordance with the P-Plat Approval and Engineering Approvals, including but not limited to any related clearing, grading, critical area, forest practices approvals, hydraulic project approvals, water rights, and other development permits, all on terms and conditions acceptable to Horton, in Horton's sole and absolute discretion ("**Permits**"). Collectively, the Engineering Approvals, P-Plat Approval, and Permits, are herein referred to as the "**Entitlement Approvals**"). Horton's obligation to proceed to Closing is expressly contingent on Horton obtaining final Entitlement Approvals ("**Entitlement Contingency**"); provided, however, that nothing herein shall be construed to preclude Horton, in its sole discretion, from waiving the Entitlement Contingency and proceeding to Closing. For purposes of this Agreement, any land use decision, including all the Entitlement Approvals, shall not be "**final**" or "**Final**" until all applicable appeals periods have expired with no appeal or other challenge being filed, or if any appeal or challenge has been filed, such appeal or challenge has been fully resolved in a manner acceptable to Horton. Nothing in this Agreement shall require Horton to entitle or permit the Property in any fashion or to apply for any number or layout of lots or units; provided, however, Horton shall use good faith efforts to seek Entitlement Approvals for the proposed conceptual layout attached hereto as Schedule A.

9.2. Seller's Cooperation. Seller shall fully cooperate with Horton to obtain all Entitlement Approvals that Horton deems necessary or appropriate, which cooperation may include, but shall not be limited to, executing all applications, plans, or other documents related to the Entitlement Approvals requested by Horton or any applicable Government Authority; providing access to the Property to perform any surveys, investigations or tests necessary or appropriate to process the Entitlement Approvals; assisting to resolve boundary or other issues (if any) with surrounding land owners; and participating in any meetings that any Government Authority requires the Property owner to attend. To expedite the foregoing, Seller may execute an owner's authorization form so that Horton may execute and submit to Government Authorities applications and other documents for the Entitlement Approvals. If any application, plan or document for Entitlement Approvals requires execution by the underlying owner, Seller shall execute such document within 5 business days of Horton's request. Horton shall keep Seller reasonably apprised of its activities concerning the Entitlement Approvals.

9.3. Right to Discontinue. Nothing in this Agreement shall require the continued efforts of Horton to process any Entitlement Approvals. Horton may, at any time and for any reason, elect to abandon such efforts and terminate this Agreement by written notice given to Seller and Closing Agent in which case, any Earnest Money deposited shall be returned to Horton, less \$100,000 which shall be released to Seller.

9.4 Habitat for Humanity. Prior to the Feasibility Deadline, Horton and Habitat for Humanity of La Pine and Sunriver ("**Habitat**") shall enter into a binding agreement for the transfer of approximately 2 acres in each of Quadrant 2A and Quadrant 2D, which such location and size shall be

mutually agreed upon by Horton and Habitat (the “**Habitat Lots**”) from Horton to Habitat, which such transfer shall occur within 90 days following completion of horizontal development of the Property and recording of the Final Plat. All terms associated with such transfer, including, but not limited to, the location of the Habitat Lots and all obligations relating to the transfer, shall be addressed in the binding agreement entered into between Horton and Habitat and shall be in a form mutually agreeable to both parties. Seller shall have absolutely no involvement with and/or approval rights over the binding agreement entered into between Horton and Habitat.

10. Representations and Warranties. Seller makes the following representations and warranties in this Section (“**Seller’s Reps**”) to Horton, which shall also be true at Closing. Representations which are limited to the best of Seller’s knowledge, shall mean the actual knowledge of Kristie Bollinger, without the obligation to inquire, and shall each be conditions of Closing, regardless of Seller’s knowledge:

10.1. In General.

- (a) Seller is a validly existing political subdivision of the State;
- (b) Seller is not a “foreign person”, as defined in recent amendments to the Internal Revenue Code and, at or prior to the Closing contemplated under this Agreement, agrees to provide to Horton an affidavit to that effect;
- (c) Seller has the full right, power, and authority to sell the Property to Horton as provided in this Agreement and to carry out its obligations hereunder, all required action necessary to authorize Seller to enter into this Agreement and to carry out its obligations hereunder has been or will have been taken prior to the Closing Date, and the person executing this Agreement below on behalf of Seller is authorized to do so and to otherwise fully bind Seller;
- (d) The Property is not subject to any preemptive rights, including but not limited to options to purchase, rights of first refusal, rights of first offer, franchise agreements, and leases.
- (e) To the best of Seller’s knowledge, the Submission Items provided by Seller are true, correct and complete copies and there are no other documents or instruments in the possession or control of Seller that would constitute Submission Items that have not been delivered by Seller to Horton which would materially and adversely affect ownership and development of the Property with residences and/or the marketing and sale of such residences;
- (f) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers;
- (g) To the best of Seller’s knowledge, Seller has not violated and the Property complies with, all applicable laws, ordinances, rules, regulations, statutes, codes, determinations, orders, decrees, permits and authorizations relating in any way to the Property (collectively, “**Applicable Laws**”), including but not limited to those promulgated by the City, County, State, federal government and any other Government Authority, including those promulgated or imposed by the FHA, the VA, and any other agency, department, commission, board, bureau, or instrumentality of any Government Authority or any board of fire underwriters (or any other body authorized to exercise any similar function);
- (h) To the best of Seller’s knowledge, there is no change contemplated in any Applicable Laws or any judicial or administrative action which has not been disclosed in writing to Horton by Seller which would prevent, limit, impede, or render more costly Horton’s contemplated use and development of the Property;

(i) There is no current, pending or threatened claim, dispute or litigation involving Seller or in any way relating to the Property, and no fact or condition which, given the passage of time, is likely to result in a potential claim, dispute or litigation relating to the Property, and Seller will notify Horton immediately upon obtaining knowledge of any such proceeding;

(j) From the Effective Date until the Closing Date, Seller shall not expressly, intentionally, or knowingly allow any change in the physical condition or legal status of the Property to occur without the prior consent of Horton;

(k) Apart from public ownership and exemption of ad valorem taxes and other assessments, the Property is not currently in or receiving the benefit of any special property designation or deferral status and there are no unpaid charges, debts, liabilities, claims, or obligations arising from the construction, occupancy, ownership, use, or operation of the Property;

(l) The Property possesses all water rights required (if any) by Government Authorities to construct single-family residences on the Property, as contemplated in Horton's Entitlement Approvals, and to obtain certificates of occupancy for such residences; Seller is unaware of any water rights related to the Property;

(m) To the best of Seller's knowledge, all municipal and utility services from applicable Government Authorities are available to the Property and are sufficient to serve single-family houses on the Property;

(n) To the best of Seller's knowledge, the Property has full and free access to and from public streets, and no pending or threatened governmental proceeding or any other fact or condition which would limit or result in the termination of such access;

(o) No default or breach exists, or as of Closing will exist, under any of the covenants, conditions, restrictions, rights-of-way, or easements affecting the Property or any portion thereof;

(p) There are no encroachments onto the Property by off-site improvements or by the Property onto other property;

(q) To the best of Seller's knowledge, the Property does not contain wetlands and is not located within a "critical," "preservation," "conservation," "endangered species," "protected," or similar type of area;

(r) To the best of Seller's knowledge, no portion of the Property is located within a flood plain or special flood hazard area as indicated by any map or plats issued or controlled by the Federal Emergency Management Agency, the Federal Insurance Administration, or any other federal, State, or local agency;

(s) To the best of Seller's knowledge, no portion of the Property contains archeological or historic artifacts that would subject the Property to governmental regulations pertaining to the same;

(t) To the best of Seller's knowledge, no portion of the Property is currently or has been previously, explored, developed, harvested, drilled or mined for any water, mineral, oil, coal, or natural gas interest; and

(u) To the best of Seller's knowledge, no portion of the Property has previously been used, or is currently being used, as a gravesite or cemetery.

10.2. Environmental Matters. (a) To the best of Seller's knowledge, no Hazardous Substances exist on, under, or about the Property; (b) Neither Seller nor, to the best of Seller's knowledge, any other person or entity has ever used, generated, processed, stored, disposed of, released, or discharged any Hazardous Substance on, under, or about the Property or transported it to or from the Property, nor, to the best of Seller's knowledge, has any party ever alleged that any such activities have occurred; (c) To the best of Seller's knowledge, there are no underground storage tanks at, on, or under the Property and any prior underground storage tanks that previously existed at the Property were removed in accordance with Applicable Laws; (d) No use by Seller or, to the best of Seller's knowledge, any other person or entity has occurred which violates or has been alleged by any party to violate any applicable Environmental Law; and (e) To the best of Seller's knowledge, the Property is not on any "Superfund" list under any applicable Environmental Law nor is it subject to any lien related to any environmental matter. As used herein, "**Hazardous Substance**" means all hazardous, dangerous or toxic substances, materials, pollutants, particles, or contaminants (including asbestos, PCBs, radon, and urea formaldehyde), and any similar substances that are regulated by any local, State, or federal law, rule, or regulation pertaining to environmental regulation, contamination, clean-up, or disclosure or to the health and safety of persons or protection of the environment, including without limitation, the Comprehensive Environmental Response Compensation and Liability Act, the Superfund Amendments and Reauthorization Act, the Resource Conservation and Recovery Act, and the Toxic Substances Control Act, all as amended (collectively, "**Environmental Laws**").

10.3. Survival; Breach. Seller's Reps are material to this Agreement and shall be true as of the Effective Date and true and deemed re-made at Closing. All of Seller's Reps shall survive Closing and shall not merge into the Deed (defined below). If any of Seller's Reps become untrue before Closing, Seller shall take all necessary actions to make such representations true and correct before Closing. If any Seller's Rep is not corrected before the Closing Date, Horton shall have all remedies available under this Agreement for failure of Seller's Reps to be true. Additionally, if Seller breaches any of Seller's Reps, Seller shall indemnify, defend, protect, and hold Horton, its successors and assigns, harmless from and against all claims, costs, expenses, fines, penalties, and liabilities of any kind or nature whatsoever, whether foreseeable or not, and all other damages and losses, including without limitation reasonable attorneys' fees, directly or indirectly, and in whole or in part, arising out of or attributable to such breach, including clean-up, removal, monitoring, and remediation costs for breach of any Seller Rep concerning environmental matters. The foregoing indemnification obligation of Seller shall also survive Closing.

11. Seller's Additional Covenants.

11.1. Affirmative Covenants. From the Effective Date until the Closing or any sooner termination of this Agreement, Seller shall at its sole cost (a) maintain the Property in accordance with all Applicable Laws; (b) maintain any current insurance in place and kept by Seller related to the Property; (c) maintain the Property in substantially the same physical condition as it existed at the time of Horton's issuance of Notice of Suitability; (d) notify Horton promptly upon any material change in the status or condition of the Property; and (e) pay as and when due all costs of any work performed on or materials delivered to the Property by or on behalf of Seller (including paying all of Seller's contractors, consultants and third parties). Further, prior to Closing, Seller shall terminate all leases, rental arrangements and other occupancy agreements and all service, management, maintenance, and similar contracts affecting or concerning the Property.

11.2. Negative Covenants. From and after the Effective Date and until Closing or any sooner termination of this Agreement, Seller shall not, without Horton’s prior written consent, which may be withheld in its sole discretion: (a) cause or create any new encumbrances to be recorded against or otherwise affect title to the Property, except for matters recorded in connection with Horton’s Entitlement Approvals; (b) market, sell, negotiate the sale of, or make, accept or pursue offers to sell the Property or any part of the Property; (c) commit or knowingly or intentionally allow any waste to occur on or to the Property; or (d) otherwise transfer all or any of its interest in the Property.

12. Closing.

12.1. Closing Date. The consummation of the purchase and sale of the Property (“**Closing**”) shall occur on the later of: (a) 20 business days after Horton has issued its Notice of Suitability; or (b) 20 business days after the Entitlement Contingency has been satisfied (the later of the two dates is hereinafter referred to as the “**Closing Date**”), provided all Closing Conditions (defined in Section 13.1) have been satisfied. The foregoing notwithstanding, if Horton has not satisfied the Entitlement Contingency on or before the last day of the 18th month following the expiration of the Feasibility Deadline (“**Outside Closing Date**”), but all other Closing Conditions have been satisfied and Seller is not otherwise in default hereunder, then absent mutual agreement to the contrary, Horton shall either: (i) terminate this Agreement by giving a written notice of termination to Seller, and in such case the Earnest Money shall be returned to Horton, less \$100,000 which shall be released to Seller, and neither party shall have any further rights, obligations or liabilities under this Agreement except such obligations that expressly survive termination; (ii) waive the Entitlement Contingency and, provided all other conditions precedent to Closing have been satisfied, proceed to Closing; or (iii) upon mutual agreement with Seller, extend the Outside Closing Date for a reasonable period of time (and, on any extended Outside Closing Date, Horton shall again have the rights set forth in clauses (i) and (ii)).

Notwithstanding any other provision in this Agreement, the Closing Date must occur on a Tuesday, Wednesday, or Thursday (a “**Permitted Closing Day**”). If a scheduled Closing Date does not fall on a Permitted Closing Day, then the Closing Date shall be extended to the next Permitted Closing Day. Additionally, if the Closing Date falls on any date (A) between September 15th and September 30th, inclusive, then the Closing Date shall be extended automatically to the next Permitted Closing Day in October; or (B) between December 16th, and January 4th, inclusive, then the Closing Date shall further be extended automatically to the next Permitted Closing Day in January. Horton shall be entitled to possession no later than 9:00 p.m. on the Closing Date. In addition, if the Official Records of the County, Closing Agent, other government offices, or any bank of Seller, Horton, or Closing Agent used for the transfer of funds in connection with the transaction contemplated under this Agreement are not open for business on the Closing Date, then the Closing Date shall be extended to the date that is 5 business days after such offices or bank reopen for business or such events no longer affect the ability to proceed with the Closing.

12.2. Closing Costs; Taxes; HOA Fees. Apart from public ownership and exemption of ad valorem taxes and other assessments, Seller represents and warrants to Horton that the Property is not currently in or receiving the benefit of any special property tax designation or deferral status. Seller shall pay all delinquent and supplemental taxes (including all amounts due as a result of the Property being removed from any tax deferral status not disclosed above), any charges or assessments levied against the Property prior to Closing, regardless of whether due before or after Closing (including but not limited to capacity charges, impact fees, and assessments imposed by local improvement districts). Seller shall pay all utility charges incurred prior to Closing. Current ad valorem taxes and all assessments of whatever kind shall be prorated as of the Closing Date based on the latest information available to Closing Agent, without giving effect to any exemption. All proration shall be based on a 30-day month. Seller shall pay all real estate excise tax due on the sale of the Property. Seller and Horton shall each pay one-half of the Escrow fee. If either Party receives a bill for any taxes or assessments after Closing owed by the other, the receiving

Party shall forward the bill to the other Party who shall pay the same in 30 days. Each Party shall pay any other incidental costs and fees in connection with Closing customarily paid by a seller or buyer, as applicable, in land transactions of this nature in the County. This Section will survive Closing.

13. Conditions to Close.

13.1. Closing Conditions. Horton's obligation to close is expressly conditioned upon all of the following (collectively, "**Closing Conditions**"): (a) Seller has performed all of its obligations under this Agreement and is not in default; (b) Title Company has committed to issuing the Title Policy, subject only to the Permitted Exceptions; (c) Seller has executed and delivered a Statutory Warranty Deed duly executed and acknowledged, conveying to Horton title to the Property free and clear of all encumbrances other than the Permitted Exceptions ("**Deed**"); (d) no material change has occurred to the physical condition and legal status of the Property, including no change in the ability and cost of development of the Property, since issuance of the Notice of Suitability; (e) no material change has occurred with respect to the environmental condition of the Property or the property in the immediate vicinity of the Property since Horton's environmental reports obtained during feasibility; (f) at Closing, there are no parties in possession of any part of the Property; (g) no condemnation or threat thereof exists and no moratorium exists that affects the Property or the ability to plat it into single-family lots and thereafter construct homes (including no building or other development moratoriums or moratoriums on utility connections or school attendance rights); (h) Seller has reasonably cleared the Property of all personal property, trash and debris; (i) Seller's Reps are true and correct; and (j) the Entitlement Contingency has been satisfied.

13.2. Failure of Conditions. If any Closing Condition is not satisfied or waived by Horton by the Closing Date, then Horton shall: (i) terminate this Agreement by written notice to Seller, in which case the Earnest Money will be returned to Horton and neither Party will have any further rights or obligations under this Agreement, except those that expressly survive; (ii) extend Closing for a reasonable period until the condition is satisfied or waived in writing by Horton; or (iii) proceed with Closing, which shall not be deemed a waiver or satisfaction of any Closing Condition within Seller's power to complete. If the Entitlement Contingency has not be satisfied by the Outside Closing Date (defined in Section 12.1), but all other Closing Conditions have been satisfied, then Horton shall have the remedies set forth in Section 12.1). Nothing herein shall be construed to preclude Horton, in its sole discretion, from electing to proceed to Closing prior to satisfaction of all Closing Conditions; and nothing herein shall be construed to limit any rights or remedies of Horton for default if the failure of a Closing Condition to occur is also a default of Seller.

14. Assignment of Rights. Seller agrees to assign to Horton all of Seller's right, title, and interest (if any) in and to: (a) any guarantee or warranty relating in any way to the Property, including those from utility and other service providers, engineers, architects, consultants, contractors, and subcontractors; (b) all prepaid impact and mitigation fees attributed to the Property; (c) rights and remedies, including indemnification rights, under any contract Seller has with any engineers, architects, consultants, contractors, subcontractors, and other third parties for claims related in any way to the Property; (d) all insurance proceeds and insurance rights Seller may have related in any way to the Property; (e) all applications, permits, approvals, authorizations, and entitlement work related in any way to the Property; (f) all plans, designs, surveys, reports, and specifications relating in any way to the Property, including all engineering work; and (g) all other general intangibles beneficial to the use, ownership, and development of the Property. If any of the foregoing items is not assignable, Seller shall cooperate with Horton (at no cost to Seller) in pursuing such items for the benefit of Horton. At Closing, Seller shall execute and deliver a "**General Assignment Agreement**" substantially in the form of Exhibit C. This Section shall survive Closing.

15. Notices. Any notice given under this Agreement must be in writing and shall be deemed given (a) when delivered in person; (b) when deposited with a reputable overnight courier service, provided that any such notice shall not be deemed received until the next business day after deposit; (c) when deposited in the U.S. mail, postage prepaid, certified or registered mail, return receipt requested, provided that any such notice shall not be deemed received until 3 business days after deposit; or (d) when sent by electronic mail before 5:00 pm on a business day and the sender receives confirmation of transmission thereof (otherwise, any notice sent after 5:00 pm shall be deemed received on the next business day). All notices must be properly addressed to the Parties as follows:

Seller: Deschutes County Property Management
14 NW Kearney Avenue
Bend, OR 97703
Attn: Kristie Bollinger
E-mail: Kristie.Bollinger@deschutes.org
Phone: 541-385-1414

Horton: D.R. Horton, Inc.-Portland
4380 S Macadam Avenue, Suite 200
Portland, OR 97239
Attn: Keith Manske and Amy Hanks Cornelius
E-mail: KManske@drhorton.com and AHcornelius@drhorton.com
Phone: 503-222-4151

With a copy to: D. R. Horton, West Region
11241 Slater Avenue NE, Suite 120
Kirkland, WA 98033
Attn: Melissa Trunnell
E-mail: MTrunnell@drhorton.com
Phone: 425-307-6268

And a copy to: D. R. Horton, Inc.
1341 Horton Circle
Arlington, TX 76011
Attn: Mark Karnes, Esq.
E-mail: MKarnes@drhorton.com
Phone: 817-390-8200

Closing Agent /
Title Company: First American Title Insurance Company
5335 SW Meadows Road, Suite 100
Lake Oswego, OR 97035
Attn: Joyce Jameson
E-mail: jjameson@firstam.com
Phone: 503-350-5005

Any Party may change its address for notice by 5-day advance written notice to the other Party.

16. Dates; Computation of Time. Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. the last calendar day of the specified period of time. If the last day is a Saturday, Sunday, or legal holiday as defined by statute, the specified period of time shall expire on the

next day that is not a Saturday, Sunday, or legal holiday. Any specified period of 5 days or less shall only include business days. Any reference to “business days” shall refer to a calendar day that is not a Saturday, Sunday, federal holiday, or legal holiday as defined by statute. If, however, the Parties agree that an event will occur on a specific calendar date, then the event shall occur on that date, subject only to Horton’s Permitted Closing Day provisions set forth in Section 12.1.

17. Assignment. Horton shall have the right to assign, convey, or otherwise transfer, in full or in part, its rights under this Agreement, without the consent of Seller, to a “**Permitted Assignee**”. For purposes of this Agreement, a Permitted Assignee shall mean (a) an entity formed by Horton for the purpose of acquiring title to the Property pursuant to the terms of this Agreement; or (b) a land bank entity or other entity that facilitates the acquisition, development, or disposition of the Property, or a joint venture in which Horton or an Affiliate of Horton is a controlling member; or (c) an Affiliate of Horton. For purposes of this Agreement, an “**Affiliate**” shall mean an entity in which Horton or its parent company has a controlling financial interest. Horton shall be released from all obligations and liability under this Agreement upon the assignment to a Permitted Assignee, provided the Permitted Assignee has assumed the same. Seller shall not assign this Agreement without Horton’s prior written approval, which may be withheld in Horton’s sole discretion.

18. Default.

18.1. If Seller defaults under this Agreement prior to Closing, Horton may, after all applicable notice and cure periods, exercise all rights and remedies available at law and in equity, including, but not limited to: (a) terminating this Agreement and receiving a return of the Earnest Money, plus reimbursement of all reasonable costs and expenses incurred by Horton in connection with this Agreement; (b) enforcing specific performance of this Agreement (and Seller stipulates that specific performance is an appropriate remedy hereunder and that the terms of this Agreement are certain enough to enforce such remedy); and (c) obtaining actual damages.

18.2. If Horton defaults under this Agreement for any reason other than Seller’s default, Seller shall be entitled, as Seller’s sole and exclusive remedy: (a) to waive the contractual obligations of Horton in writing; (b) to extend the time for performance by such period of time as may be mutually agreed upon in writing by the Parties hereto; or (c) if Horton has delivered its Notice of Suitability, and Escrow fails to close solely due to Horton’s default under this Agreement, to terminate this Agreement and, as its sole and exclusive remedy, receive as liquidated damages the amount of the Earnest Money deposited in Escrow.

SELLER ACKNOWLEDGES THAT IF, AFTER ISSUANCE OF HORTON’S NOTICE OF SUITABILITY, HORTON FAILS TO CLOSE THIS TRANSACTION WHEN REQUIRED FOR NO FAULT OF SELLER, SELLER WILL BE DAMAGED AND WILL BE ENTITLED TO COMPENSATION FOR THOSE DAMAGES. SUCH DAMAGES WILL, HOWEVER, BE EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN FOR THE FOLLOWING REASONS: (1) THE DAMAGES TO WHICH SELLER WOULD BE ENTITLED IN A COURT OF LAW WILL BE BASED IN PART ON THE DIFFERENCE BETWEEN THE ACTUAL VALUE OF THE PROPERTY AT THE TIME SET FOR THE CLOSE OF ESCROW AND THE PURCHASE PRICE AS SET FORTH IN THIS AGREEMENT; (2) PROOF OF THE AMOUNT OF SUCH DAMAGES WILL BE BASED ON OPINIONS OF VALUE OF THE PROPERTY, WHICH CAN VARY IN SIGNIFICANT AMOUNTS; AND (3) IT IS IMPOSSIBLE TO PREDICT AS OF THE DATE ON WHICH THIS AGREEMENT IS MADE WHETHER THE VALUE OF THE PROPERTY WILL INCREASE OR DECREASE AS OF THE DATE SET FOR THE CLOSE OF ESCROW. THE PARTIES DESIRE TO LIMIT THE AMOUNT OF DAMAGES FOR WHICH HORTON MIGHT BE LIABLE SHOULD HORTON BREACH THIS AGREEMENT AND FAIL TO CLOSE AND TO AVOID THE COSTS AND

LENGTHY DELAYS WHICH WOULD RESULT IF SELLER FILED A LAWSUIT TO COLLECT ITS DAMAGES FOR HORTON'S BREACH. THEREFORE, IF, AFTER HORTON DELIVERS A NOTICE OF SUITABILITY AND HAS BEEN AFFORDED ALL APPLICABLE NOTICE AND OPPORTUNITY TO CURE, ESCROW FAILS TO CLOSE DUE SOLELY TO HORTON'S DEFAULT, THEN THE AMOUNT OF THE EARNEST MONEY DEPOSITED IN ESCROW, SHALL BE DEEMED TO CONSTITUTE A REASONABLE ESTIMATE OF SELLER'S DAMAGES, SELLER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF THE FAILURE TO CLOSE ESCROW RESULTING FROM HORTON'S DEFAULT SHALL BE LIMITED TO SUCH AMOUNT AND SELLER SHALL HAVE NO RIGHT TO RECOVER ANY ADDITIONAL DAMAGES OR TO PURSUE ACTION FOR SPECIFIC PERFORMANCE OF ANY PROVISIONS OF THIS AGREEMENT. IN CONSIDERATION OF THE PAYMENT OF LIQUIDATED DAMAGES, SELLER WILL BE DEEMED TO HAVE WAIVED ALL OTHER CLAIMS FOR DAMAGES OR RELIEF AT LAW OR IN EQUITY INCLUDING ANY RIGHTS SELLER MAY HAVE RELATING TO HORTON'S DEFAULT RESULTING IN ESCROW NOT CLOSING AS PROVIDED UNDER THIS AGREEMENT. BY INITIALING THIS PROVISION IN THE SPACES BELOW, SELLER AND HORTON EACH SPECIFICALLY AFFIRM THEIR RESPECTIVE AGREEMENTS CONTAINED IN THIS AGREEMENT AND AGREE THAT SUCH SUM IS A REASONABLE SUM CONSIDERING THE CIRCUMSTANCES AS THEY EXIST ON THE DATE OF THIS AGREEMENT.

HORTON'S INITIALS

SELLER'S INITIALS

18.3. The Parties expressly waive and agree that in no event shall either Party be liable for any speculative, consequential or punitive damages as a result of this Agreement.

19. Notice and Cure. Unless this Agreement provides a different cure period, each Party shall be given a 10-day notice and opportunity to cure any default and any failure to meet a deadline under this Agreement before the other Party may exercise any remedy in this Agreement. If a default exists on any performance date (including the Closing Date), such date shall be extended to provide the benefit of the above cure period.

20. Integration; Counterparts; and Electronic Signatures. This Agreement, inclusive of the Exhibits attached hereto and incorporated herein, constitutes the entire understanding between the Parties and supersedes all prior or contemporaneous understandings and representations. This Agreement may be executed in a number of identical counterparts which, taken together, shall constitute collectively one agreement. This Agreement cannot be amended except by written agreement executed by the Parties, including Horton's Corporate Approval. This Agreement, any amendment and/or the Notice of Suitability may be signed by either Party or by an authorized officer for Horton's Corporate Approval by electronic signature using Authentisign, DocuSign or similar technology; provided that the Party using such technology must submit an original, handwritten signature to the other Party promptly upon request. In all cases, however, use of such technology for Horton's Corporate Approval purposes shall be deemed sufficient without further action.

21. Commission. Horton warrants and represents that Horton has not engaged any brokers, agents, or finders nor has Horton authorized any finders' fees, commissions, or similar fees in connection with this Agreement. Seller warrants and represents that Seller has not engaged any brokers, agents, or finders nor has Seller authorized any finders' fees, commissions, or similar fees in connection with this Agreement. Each Party shall indemnify, defend, protect, and hold the other harmless from and against all liability, loss, cost, damage, or expense (including but not limited to reasonable attorneys' fees and costs) that the other Party incurs due to any claim by a broker, agent, or finder claiming under such indemnifying

Party, whether or not such claim is meritorious. Such obligation survives Closing. In no event shall any broker, agent or finder be deemed a third party beneficiary of this Agreement.

22. Memorandum. Promptly after the Effective Date, Seller shall execute, acknowledge and deliver to Closing Agent a “**Memorandum of Agreement**” in substantially the form attached hereto as **Exhibit B**. Upon delivery of the Notice of Suitability, Closing Agent shall record the Memorandum of Agreement against the Property; Horton shall pay any recording fees. If this Agreement is terminated for any reason other than a Seller default or failure to perform, Horton shall promptly execute, acknowledge and deliver to Seller a release of the Memorandum of Agreement in recordable format.

23. No Partnership or Joint Venture; Nonliability of Individuals. Nothing contained in this Agreement shall be construed to make, or is intended to create, any partnership or joint venture between Horton and Seller. In no event shall any shareholder, officer, director, member, partner, affiliate, agent or employee of Horton or any of Horton’s affiliates be or be held liable or responsible in any way for the obligations or liabilities of Horton under this Agreement. In no event shall any elected official, officer, director, member, affiliate, agent, or employee of Seller or any of Seller’s affiliated agencies or districts where the Board of County Commissioners for Deschutes County, Oregon operates as the governing board, be or be held liable or responsible in any way for the obligations or liabilities of Seller under this Agreement.

24. Severance; Survival; Further Assurance. This Agreement contains the entire agreement between the Parties relating to the Property, and neither Party shall be bound by any verbal statement or agreement made heretofore. This Agreement cannot be varied except by written agreement executed by the Parties. If any term in this Agreement or part hereof is ever held invalid or unenforceable by any court or is otherwise not in compliance with any law, such term, or part shall be deemed severed and the remainder of this Agreement and applications thereof shall not be affected thereby. This Agreement shall be binding upon the Parties, their successors and permitted assigns. Every term of this Agreement that requires performance after Closing or concerns rights, covenants, representations, indemnities or remedies of the Parties intended to remain effective after Closing shall survive Closing. Whether before or after Closing, each Party shall promptly execute, acknowledge, and deliver such further documents and take such further acts as the other Party may reasonably request in order to fulfill the mutual intent of this Agreement and the transactions contemplated in this Agreement.

25. Construction. This Agreement shall be governed and interpreted under the laws of the State. Failure of Horton or Seller to insist in any one or more instances upon the performance of any of the covenants, agreements, and/or conditions of this Agreement, or to exercise any right or privilege herein conferred shall not be construed as a waiver of any such covenant or condition. The agreements contained herein shall not be construed in favor of or against either Party but shall be construed as if both Parties prepared this Agreement. Horton and Seller acknowledge that they have been represented, or have had the opportunity to be represented, by counsel of their own choice. If any items, terms, or provisions contained in this instrument are in conflict with any applicable federal, State, or local laws, this Agreement shall be affected only as to its application to such items, terms, or provisions, and shall in all other respects remain in full force and effect.

26. Force Majeure. Neither Party shall be in default under this Agreement, and the time periods and deadlines herein (including, without limitation, the Feasibility Deadline and Closing) shall be extended for the amount of time that such Party is delayed, as a result of events beyond such Party’s reasonable control, including but not limited to acts of God, war, riot, civil disobedience or disturbance, weather, impracticality, accident, strike or other labor disputes, delays of suppliers, inspectors, contractors, or carriers, fire, flood or casualty, governmental or judicial actions, government shut downs and/or delays, quarantine and/or other disease control measures, and shortages of material, components, fuel, labor or facilities (each a “**Force Majeure Event**”). If, however, any such Force Majeure Event lasts longer than

90 consecutive days, the Parties may have the right, but not the obligation, to terminate this Agreement and in the event of such termination the Earnest Money shall be refunded to Horton. Notwithstanding the foregoing, if Seller delivers a notice to terminate to Horton (“**Seller’s Termination Notice**”), then Horton shall have 5 business days after receipt of termination notice from Seller to elect to waive any further delay. If Horton delivers such notice electing to waive any further delay, then Seller’s Termination Notice shall be deemed to be rescinded and this Agreement shall remain in full force and effect. If Horton elects to agree to such termination or fails to deliver written notice to Seller agreeing to waive any further delay within such 5-business day time period, then this Agreement shall terminate this Agreement and in the event of such termination the Earnest Money shall be refunded to Horton.

27. **CORPORATE APPROVAL OF HORTON.** Notwithstanding any provision contained in this Agreement to the contrary, neither this Agreement, nor any amendment to it shall be a valid and enforceable obligation of Horton unless executed by either one of Donald R. Horton, David Auld, Bill Wheat, Michael J. Murray, Paul Romanowski, or J. Matt Farris, each an officer of Horton, within 10 business days after the execution and delivery of this Agreement or any subsequent amendment by and between Seller and Horton’s representative below. Upon obtaining Horton’s Corporate Approval on this Agreement or any amendment, this Agreement or any amendment shall be effective between the Parties as of the date of such approval.

28. **OREGON STATUTORY WARNING.**

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON’S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301, AND 195.305 TO 195.336, AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301, AND 195.305 TO 195.336, AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Exhibits and Schedules:

- Exhibit A – Legal Description of the Property
- Exhibit B – Form of Memorandum of Agreement
- Exhibit C – Form of General Assignment Agreement
- Schedule A – Proposed Conceptual Layout

[SIGNATURES ON FOLLOWING PAGE]

EXECUTED by the Parties below, which may be in counterparts and in multiple copies, each of which shall be deemed to be an original and the same instrument, on the dates set forth below.

SELLER: Deschutes County, a political subdivision of the State of Oregon

By: Board of County Commissioners of Deschutes County, Oregon

Patti Adair, Chair

ATTEST:

Anthony DeBone, Vice-Chair

Recording Secretary

Phil Chang, Commissioner

Date of Execution: _____, 2022

HORTON: D.R. Horton, Inc.- Portland, a Delaware corporation

By: _____
Name: Keith Manske
Title: Vice President and City Manager

Date of Execution: _____

**HORTON'S
CORPORATE
APPROVAL:**

By: _____
Name: _____
Title: _____

As an Officer of Horton and Not In His/Her
Individual Capacity

Date of Execution: _____

Exhibit A

Legal Description of the Property

Lot Eight (8) Newberry Neighborhood No.2, Deschutes County, Oregon

Lot Ten (10) Newberry Neighborhood No. 2, Deschutes County, Oregon

Exhibit B

Form of Memorandum of Agreement

THIS MEMORANDUM OF AGREEMENT (“**Memorandum**”) is made as of _____, 20__, by and between Deschutes County, a political subdivision of the State of Oregon (“**Seller**”), and D.R. Horton, Inc.-Portland, a Delaware corporation (“**Horton**”), who agree as follows:

RECITALS

A. Seller is the owner of certain real property in Deschutes County, Oregon, which is more particularly described in **Exhibit A** (“**Property**”).

B. Seller and Horton have entered into that certain Vacant Land Purchase and Sale Agreement dated for reference _____, 2022 (“**Contract**”), with respect to the sale of the Property, subject to the provisions set forth in the Contract. The Contract is incorporated in this Memorandum by this reference.

AGREEMENT

1. Seller has agreed to sell to Horton, and Horton has agreed to purchase from Seller, the Property, upon and subject to the provisions and conditions set forth in the Contract, as the same may be amended from time to time.

2. This Memorandum is being recorded to provide notice to any and all subsequent interests in the Property of the rights and obligations of the parties to the Contract. All subsequent interests in the Property shall take subject to the Contract. This Memorandum is not intended to modify or change the provisions of the Contract. To the extent of any inconsistency between the Contract and this Memorandum, the Contract shall control.

3. This Memorandum may be executed in counterparts. This Memorandum shall inure to the benefit of and shall be binding upon Horton and Seller and their respective successors and assigns.

SELLER: Deschutes County, a political subdivision of the State of Oregon

By: [Form Only; Do Not Sign]

Name:

Title:

Date of Execution: _____, 20__

HORTON: D.R. Horton, Inc.-Portland, a Delaware corporation

By: [Form Only; Do Not Sign]

Name: Keith Manske

Title: Vice President and City Manager

Date of Execution: _____, 20__

[TO BE FINALIZED AND LEGAL DESCRIPTION ATTACHED BEFORE EXECUTION]

Exhibit C

Form of General Assignment Agreement

THIS GENERAL ASSIGNMENT AGREEMENT (“**Assignment**”), is made as of _____, 20____, by and between Deschutes County, a political subdivision of the State of Oregon (“**Assignor**”), and D.R. Horton, Inc.-Portland, a Delaware corporation (“**Assignee**”).

ASSIGNMENT

Assignor is the owner of certain land (the “**Land**”) located in the County of Deschutes, State of Oregon as more particularly described in **Exhibit A** attached hereto, and all rights, privileges, and easements appurtenant to the Land (the “**Appurtenances**”), and all buildings and other improvements on the Land (the “**Improvements**”). The Land, the Appurtenances, and the Improvements are hereinafter referred to collectively as the “**Real Property.**” Assignor and Assignee are parties certain that certain Vacant Land Purchase and Sale Agreement dated for reference _____, 2022, concerning the Property (“**Contract**”). The Real Property is being conveyed by Assignor to Assignee pursuant to the Contract by way of a statutory warranty deed (“**Warranty Deed**”) on or about even date herewith. Capitalized terms used but not defined in this Assignment shall have the meanings given to them in the Contract.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto hereby agree as follows:

1. Assignor grants, assigns, and transfers to Assignee, as of the recordation of the Warranty Deed, all right, title, interest, benefits, and privileges (if any) owned by Assignor, held in Assignor’s name or otherwise accruing to Assignor as a result of its ownership of the Real Property in and to the following (collectively, the “**Rights**”):

(a) all warranties and guaranties that benefit or relate to the Real Property, including, without limitation, those from utility and other service providers, engineers, architects, consultants, contractors, and subcontractors;

(b) all rights and remedies, including indemnification rights, under any contract Assignor has with any engineers, architects, consultants, contractors, and subcontractors for claims related to the Real Property;

(c) intentionally omitted;

(d) all preliminary, final, and proposed development plans and specifications (including “as-built” drawings and all rights and interest in and to all planning and engineering work and permits) applicable to the Real Property, and all structural reviews, drawings, surveys and reports, studies and certificates, and other design documents applicable to the Real Property;

(e) all soils tests, appraisals, engineering, seismic and geological reports, and similar materials relating to any or all of the Real Property;

(f) all applications, authorizations, and governmental entitlements (including all environmental impact reports, negative declarations, map approvals, conditional use permits, building permits, and certificates of occupancies), and all approvals, permissions, environmental

clearances, authority to subdivide the Land, rights, licenses, and permits which relate to all or any of the Real Property;

(g) any fee credits, reimbursements, deposits, and prepaid impact and mitigation fees from any Government Authority, utility, financing district, or third party applicable to the Real Property; and

(h) all other general intangibles relating to the development or use of the Real Property, including, without limitation, all names by which the Real Property may be operated or known, and all trademarks and goodwill in any way relating to the Real Property.

2. Assignee accepts the grant, assignment, and transfer of the Rights set forth in Section 1, effective as of the recordation of the Warranty Deed; provided, however, Assignee is not and does not assume any obligations or liabilities associated with such Rights that first arose before the recordation of the Warranty Deed. Assignor agrees to indemnify, defend, protect, and hold harmless Assignee from and against any and all costs, claims, or losses arising out of any such obligations or liabilities arising before the recording of the Warranty Deed. Without limiting the foregoing, to the extent any Rights are not assignable, Assignor shall reasonably cooperate with Assignee in pursuing such Rights, but without any obligation to incur any cost in connection with such cooperation.

3. Assignor represents and warrants to Assignee, effective as of the date of recordation of the Warranty Deed, (a) Assignor has not assigned, sold, mortgaged, pledged or otherwise transferred all or any of Assignor's right, title, or interest in or to any of the Rights to any party other than Assignee; and (b) Assignor owns the Rights free and clear from any and all liens, encumbrances, and security interests.

4. This Assignment shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, heirs, and legatees of the respective parties hereto.

5. In any action or suit by a party against the other party under this Assignment by reason of any breach of any term of this Assignment, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

6. This Assignment shall be governed by, interpreted under, and enforced and construed in accordance with the laws of the State of Oregon.

7. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties execute this Assignment as of the dates below.

ASSIGNOR: Deschutes County, a political subdivision of the State of Oregon

By: [Form Only; Do Not Sign] _____

Name:

Title:

Date of Execution: _____, 20__

ASSIGNEE: D.R. Horton, Inc.-Portland, a Delaware corporation

By: ___ [Form Only; Do Not Sign] _____

Name: Keith Manske

Title: Vice President and City Manager

Date of Execution: _____, 20__

[TO BE FINALIZED AND LEGAL DESCRIPTION ATTACHED BEFORE CLOSING]

Schedule A

Proposed Conceptual Layout

NEWBERRY NEIGHBORHOOD - LA PINE, OR

QUAD 2A - 117 LOTS

43 - 45' FL LOTS
25 - 35' FL LOTS
49 - 40' FL LOTS



NEWBERRY NEIGHBORHOOD - LA PINE, OR

QUAD 2D - 73 FL LOTS
73 - 40' FL LOTS

