

EXHIBIT A

PURCHASE AGREEMENT

BASIC TERMS

The following terms shall have the meanings set forth below.

Seller: Amazon Data Services, Inc., a Delaware corporation

Notice Address: c/o Amazon.com, Inc.
Attention: Real Estate Manager (AWS) (PDX245)
410 Terry Ave. N
Seattle, WA 98109-5210

With a copy to:

c/o Amazon.com, Inc.
Attention: General Counsel (AWS Real Estate) (PDX245)
410 Terry Ave. N
Seattle, WA 98109-5210

and

AWS-Legal-RE@amazon.com

Buyer: City of Hermiston, Oregon

Notice Address: _____

Attention: _____
Email: _____

Escrow Holder: Fidelity National Title - National Commercial Services

Notice Address: 4400 MacArthur Blvd., Suite 200
Newport Beach, CA 92660
Attn: Valerie Rapp
(949) 477-3646 Direct
Valerie.Rapp@fnf.com

Property: An approximately 44.42 acre parcel of real property located in the City of Hermiston, Umatilla County, Oregon, as more particularly described in **Exhibit A** (“**Land**”), together with, all and singular, the tenements, hereditaments, easements, rights-of-way and appurtenances belonging or in anywise appertaining to the same, but specifically excluding any and all right, title, and interest to irrigation water rights appurtenant thereto as are described on **Exhibit A** (the “**Land**”), together with any and all improvements situated on the Land (the “**Improvements**”), and together with all intangible property (the “**Intangible Property**”) now or on the Closing Date owned or held in connection with the Land, the Improvements, governmental approvals and development rights related to the Land and the Improvements, or any part thereof.

Purchase Price: \$1,954,480.00 (based on 44.42 acres at \$44,000.00 per acre).

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this “**Agreement**”) between Seller and Buyer is made and entered into effective as of the latest date on the signature pages hereto (the “**Effective Date**”).

R E C I T A L S

- A. Seller is the owner of the Property.
- B. Buyer desires to purchase the Property on the terms and conditions hereinafter documented.

NOW, THEREFORE, in consideration of the mutual undertakings of the parties hereto, it is hereby agreed as follows:

1. Purchase and Sale. Seller shall sell to Buyer, and Buyer shall purchase from Seller, the Property, upon the terms, covenants and conditions hereinafter set forth.

2. Payment of Purchase Price; Deposit. The Purchase Price shall be paid by wire transfer of immediately available federal funds on the Closing Date (the amount to be paid under this paragraph being herein called the “**Closing Payment**”). Within three (3) days after the Effective Date, Buyer shall deliver to Escrow Holder a wire transfer of immediately available federal funds, in the amount of [REDACTED] and No/100 Dollars (\$ [REDACTED].00) (the “**Deposit**”). The Deposit shall be held and disbursed by Escrow Holder in accordance with the terms of this Agreement, and shall be a credit against the Purchase Price. If, for any reason, Buyer is entitled to a refund of the Deposit, \$10.00 of the Deposit will nevertheless be paid to Seller as consideration for entering into this Agreement and for the rights granted to Buyer under this Agreement, even if such independent consideration is not specifically referenced elsewhere in this Agreement.

3. Title and Survey Matters.

3.1 Title Report and Survey. No later than five (5) business days after the Effective Date, Buyer may elect to order (i) from Fidelity National Title Company (which company, in its capacity as title insurer hereunder is herein called the “**Title Company**”) a title commitment covering the Property and legible copies of the documents evidencing the exceptions to title stated therein (collectively, the “**Title Report**”), to issue at Closing an ALTA owner’s policy of title insurance insuring fee simple title to the Property in Buyer, subject to the Permitted Exceptions (as defined herein) (the “**Owner’s Policy**”); and/or (ii) an ALTA survey (the “**Survey**”) of the Property prepared by a licensed surveyor selected by Buyer.

3.2 Objections. Within five (5) business days after Buyer’s receipt of the Title Report, Buyer may give Seller written notice (the “**Title Notice**”) of any exceptions to title shown on the Title Report or the Survey that are objectionable to Buyer, in Buyer’s sole discretion. Each matter to which Buyer timely objects in the Title Notice or any “**Supplemental Title Notice**” (as defined below) is referred to in this Agreement as a “**Disapproved Matter.**” Notwithstanding anything to the contrary contained herein, Seller shall cause, at Seller’s sole cost and expense, all mortgages, deeds of trust and monetary liens (including liens for delinquent taxes, mechanics’ liens and judgment liens) affecting the Property and all indebtedness secured thereby (collectively, the “**Existing Liens**”) to be fully satisfied, released and discharged of record on or prior to the Closing Date so that Buyer shall take title to the Property free of the same. All Existing Liens will be deemed Disapproved Matters hereunder without the need for any written objection from Buyer.

3.3 Supplements; Amendments. If the Title Company issues a supplement or amendment to the Title Report showing additional title exceptions (each, an “**Amended Report**”), Buyer will have five (5) business days from the date of receipt of each Amended Report and a copy of each document referred to

in the Amended Report in which to give written notice (each, a “**Supplemental Title Notice**”) to Seller of its objection to any additional Disapproved Matters shown in such Amended Report.

3.4 Procedure Regarding Disapproved Matters. If Buyer timely notifies Seller of any Disapproved Matter, Seller shall, no later than 6:00 p.m. Pacific Time on the date that is ten (10) business days thereafter, notify Buyer and Escrow Holder that: (i) Seller will correct the Disapproved Matter at or before the Closing at Seller’s sole cost and expense or (ii) Seller will not correct the Disapproved Matter. If Seller does not timely respond, Seller will be deemed to have elected option (ii) above. If Seller elects, in Seller’s sole discretion, not to correct all Disapproved Matters in form and substance acceptable to Buyer, in Buyer’s sole discretion, then Buyer may either: (y) terminate this Agreement by delivery of notice to Seller and Escrow Holder, such notice to be delivered no later than five (5) business days after Buyer’s receipt of Seller’s election (or deemed election) not to correct such Disapproved Matters, or (z) accept title to the Property subject to such Disapproved Matters by delivery of notice to Seller and Escrow Holder, in which case such Disapproved Matters shall be “Permitted Exceptions” (as defined below). If this Agreement is terminated due to Seller’s election (or deemed election) not to cure any Disapproved Matter, Escrow Holder shall immediately disburse the Deposit to Buyer and thereafter neither party will have any further obligation to the other, except those obligations that expressly survive the termination of this Agreement.

3.5 Permitted Exceptions. As used herein, “**Permitted Exceptions**” means the following: (i) the lien of any real estate taxes and assessments not yet due and payable, provided that the same are prorated in accordance with this Agreement; (ii) the Declaration of Use Restriction (as hereinafter defined) and (iii) any matter set forth in the Title Report, any Amended Report, or the Survey that is not disapproved by Buyer in writing in the Title Notice or any Supplemental Title Notice (excluding the Existing Liens).

4. Due Diligence Contingency. Upon (a) the prior written permission of Seller (any such permission, an “**Entry Permission**”) which will not be unreasonably withheld or delayed, and (b) Buyer’s compliance with Seller’s standard security protocol and confidentiality requirements, Buyer and its agents and representatives may access the Property during the Due Diligence Period (as defined herein). To the extent not previously provided to Buyer, Seller shall, within five (5) days after the Effective Date, and to the extent in Seller’s possession or control, deliver to Buyer copies of the items and information described in Exhibit C (collectively, the “**Due Diligence Package**”). Neither Seller nor any of Seller’s respective agents, employees, consultants or any other party has made any warranty or representation, express or implied, regarding the truth, accuracy or completeness of the Due Diligence Package, the information, data or conclusions contained therein or the source(s) thereof, and Seller has not undertaken any independent investigation as to any of the foregoing matters. In the event this Agreement is terminated, Buyer shall promptly destroy or return the Due Diligence Package and photocopies thereof to Seller.

The “**Due Diligence Period**” hereunder shall be the period commencing on the Effective Date and ending at 6:00 p.m. Pacific Time on the date that is thirty (30) days thereafter. During the Due Diligence Period, upon receipt of Entry Permission and subject to the requirements provided above, Buyer shall have the opportunity to enter the Land and otherwise perform and complete, at its sole expense, its due diligence review, examination and inspection of all matters pertaining to its acquisition of the Property, all as determined by Buyer in its sole discretion. Seller shall reasonably cooperate with Buyer in connection with Buyer’s inspection activities relating to the Property. Buyer shall indemnify, protect, defend and hold Seller harmless from and against any damages arising from any property damage or personal injury to the extent caused by Buyer and/ or Buyer’s employees, contractors, representatives, agents, or any other person acting on behalf of Buyer in connection with its inspections or examinations of the Property. If based upon such review, examination or inspection, Buyer notifies Seller in writing during the Due Diligence Period that it does not intend to proceed with the acquisition of the Property for any reason or no reason (the “**Termination Notice**”), then Escrow Holder shall promptly return the Deposit to Buyer, and thereafter all obligations of the parties hereunder shall terminate, except for those obligations that expressly survive the termination of this Agreement. If Buyer fails to timely deliver the Termination Notice, Buyer will be deemed to have elected to

proceed with this Agreement, and the Deposit will become nonrefundable to Buyer, except as otherwise provided in this Agreement.

Buyer shall keep the Property free and clear of any liens which may arise as a result of any Due Diligence Activities. Buyer will indemnify, defend and hold harmless Seller from and against any and all claims, losses, costs, damages or liabilities asserted against or incurred by Seller arising out of Buyer's or its contractor, agent, employee, consultant or other third party at Buyer's direction (each, a "**Buyer Consultant**", and collectively "**Buyer Consultants**") entry on the Land, studies, inspections, assessments, tests and/or other due diligence activities, including, without limitation, any lien asserted against the Property, and if Closing does not occur, Buyer will restore any damage to the Property caused by Buyer and Buyer Consultants to its pre-inspection condition.

5. Closing.

5.1 Closing Date; Location. The closing of the sale and purchase contemplated herein (the "**Closing**") shall be consummated on the date that is thirty (30) days after the expiration of the Due Diligence Period (the "**Closing Date**"), provided that Seller shall have the right to extend the Closing Date for up to three (3) periods of ninety (90) days each by providing written notice to Buyer no later than three (3) business days prior to the then-scheduled Closing Date. Notwithstanding the foregoing, Seller may accelerate the Closing Date to an earlier date specified by Seller to Buyer upon at least twenty (20) days' prior notice to Buyer. The Closing will take place at the offices of Escrow Holder. The parties shall conduct an escrow-style closing through the Escrow Holder so that it will not be necessary for any party to attend the Closing.

5.2 Closing Deliveries. On or before the Closing Date, the parties shall deliver to Escrow Holder the following (the forms of which, where applicable, being subject to the reasonable approval of Seller and Buyer):

(a) By Seller. Seller shall deliver (i) a duly executed and acknowledged original special warranty deed covering the Property ("**Deed**"); (ii) a certificate of Seller respecting the "non foreign" status of Seller; (iii) if Buyer elects to obtain an Owner's Policy, evidence reasonably satisfactory to Title Company that all necessary authorizations of the transaction provided herein have been obtained by Seller, and such other documents and instruments as may be reasonably requested by Escrow Holder or Title Company in order to issue the Owner's Policy and consummate the transaction contemplated hereby; (vi) releases ("**Releases**") of the Existing Liens, if any, satisfactory to Title Company; and (vii) a closing statement (the "**Closing Statement**") to be prepared by Escrow Holder and signed or initialed by Seller.

(b) By Buyer. Buyer shall deliver (i) the Closing Payment by wire transfer of immediately available federal funds; (ii) provided Buyer elects to obtain an Owner's Policy, evidence reasonably satisfactory to Title Company that all necessary authorizations of the transaction provided herein have been obtained by Buyer, and such other documents and instruments as may be reasonably requested by Escrow Holder or Title Company in order to consummate the transaction contemplated hereby and issue the Owner's Policy; and (iii) a Closing Statement signed or initialed by Buyer.

(c) Actions by Escrow Holder. On the Closing Date, Escrow Holder shall:

(1) Record the Deed (together with any other documents, such as Releases, and the Memorandum of Declaration of Use Restriction, required or requested to be recorded, such recordation being in the order approved by Buyer and Seller);

(2) Wire the amount due to Seller pursuant to the Closing Statement in accordance with written wiring instructions from Seller;

(3) Deliver the respective amounts due to third parties (e.g., the holders of the Existing Liens) pursuant to the Closing Statement in accordance with the respective instructions from such third parties;

(4) Cause Title Company to issue the Owner's Policy (with an effective date that is the same as the date and time of the recordation of the Deed) and deliver the same to Buyer as soon as reasonably practicable thereafter (provided Buyer elects to obtain an Owner's Policy); and

(5) File all information returns required under Section 6045 of the Internal Revenue Code and take all other reporting actions as may be required in connection therewith.

5.3 Closing Costs. Buyer shall pay (i) the escrow fee charged by Escrow Holder; (ii) the premium applicable to the Owner's Policy and the cost of any additional endorsements or coverage; (iii) the cost of the Survey (if applicable); (iv) the cost of any of its examinations and inspections and audits of the Property; and (v) the recording fees for the Deed and the Memorandum of Declaration of Use Restriction. Seller shall pay the premium applicable for ALTA standard coverage under the Owner's Policy, together with the cost of any endorsements or other fees or expenses required to insure over or delete any Disapproved Matters required to be corrected by Seller hereunder (if applicable). All other closing costs not specifically allocated herein shall be paid by the Buyer. Seller and Buyer shall each pay their respective (i) legal fees and expenses, (ii) share of prorations (as provided below), and (iii) cost of all opinions, certificates, instruments, documents and papers required to be delivered, or caused to be delivered, by it hereunder and the cost of all its performances under this Agreement.

5.4 Prorations. All real estate taxes and assessments on the Property, all charges, reimbursements and income of the Property, and all normal and customary operating expenses of the Property shall be prorated as of the Closing Date, with Seller being obligated to pay expenses, and entitled to receive income, applicable to periods prior to the Closing Date and Buyer being obligated to pay normal and customary operating expenses, and entitled to receive all income, applicable to periods from and after the Closing.

5.5 Calculation. The prorations and payments shall be made on the basis of a written statement submitted by Escrow Holder to Buyer and Seller prior to the Closing Date and approved by Buyer and Seller. In the event any prorations or apportionments shall prove to be incorrect for any reason, then any party shall be entitled to an adjustment to correct the same. Any item which cannot be finally prorated because of the unavailability of information shall be tentatively prorated on the basis of the best data then available and re-prorated when the information is available. Notwithstanding the foregoing, any re-proration shall be made, if at all, within ninety (90) days after the Closing Date (except with respect to taxes and assessments, in which case such re-proration shall be made within thirty (30) days after the information necessary to perform such re-proration is available). The provisions of this Section 5.5 shall survive the Closing.

6. Representations and Warranties; Certain Covenants.

6.1 Representations and Warranties of Seller. Seller hereby represents and warrants the following to Buyer:

(a) Authority. Seller is a Delaware corporation, duly organized validly existing and in good standing under the laws of its state of formation. This Agreement and all agreements, instruments and documents herein provided to be executed or to be caused to be executed by Seller are duly authorized, executed and delivered by and are binding upon Seller. Seller has obtained all consents and permissions related to the transactions herein contemplated and required under any covenant, agreement,

encumbrance, or laws. No bankruptcy, insolvency or other similar proceeding has occurred with respect to, or which otherwise, affects Seller.

(b) Compliance. To the best knowledge of Seller: (a) all permits, licenses and other governmental authorizations related to or required in connection with the Property have been obtained, are in full force and effect and are free from violation; and (b) the Property and the operation and use thereof complies with applicable laws and any agreements affecting the Property.

(c) Default. Seller is not in default in respect of any of its obligations or liabilities pertaining to the Property. Without limitation on the foregoing the Permitted Exceptions are free from default by Seller and, to the best knowledge of Seller, by any other party thereto.

(d) Litigation; Condemnation. To the best knowledge of Seller, there are no actions, suits or proceedings pending or threatened, before or by any judicial, administrative or union body, any arbiter or any governmental authority, against or affecting Seller, its partners or the Property (or any portion thereof). To the best knowledge of Seller, there is no existing, proposed or contemplated eminent domain or similar proceeding which would affect the Land or Improvements in any way whatsoever.

6.2 Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller that (i) this Agreement and all agreements, instruments and documents herein provided to be executed or to be caused to be executed by Buyer are duly authorized, executed and delivered by and are binding upon Buyer; and (ii) no bankruptcy, insolvency or other similar proceeding has occurred with respect to Buyer.

6.3 Survival of Seller's Representations and Warranties. The representations and warranties and covenants of Seller set forth in Section 6.1 above shall expire as of the date that is ninety (90) days after the Closing Date.

6.4 Certain Interim Covenants of Seller. Until the Closing Date or the sooner termination of this Agreement:

(a) Seller shall maintain the Property in the same manner as prior hereto pursuant to its normal course of business. Seller shall not make any alterations or improvements to the Property or on the Land, nor demolish any of the Property, without the prior approval of Buyer.

(b) Seller shall not enter into any leases, occupancy agreements, licenses or other agreements or rights with respect to the use or occupancy of the Property without the prior written consent of Buyer.

(c) Seller shall maintain its existing insurance policies for the Property.

(d) Seller shall cooperate with Buyer in executing any applications and other materials prepared by Buyer for submission to various government authorities in connection with Buyer's development plans.

7. Intentionally Deleted.

8. Brokerage Matters. Seller represents and warrants to Buyer, and Buyer represents and warrants to Seller, that no broker or finder has been engaged by it, respectively, in connection with any of the transactions contemplated by this Agreement or to its knowledge is in any way connected with any of such transactions. Seller shall be obligated to pay any and all commissions or fees which may be due Broker in connection with the transactions contemplated herein. In the event of a claim for any other broker's or finder's fee or commissions in connection herewith, then Seller shall indemnify, protect, defend and hold

Buyer harmless from and against the same if it shall be based upon any statement or agreement alleged to have been made by Seller, and Buyer shall indemnify, protect, defend and hold Seller harmless from and against the same if it shall be based upon any statement or agreement alleged to have been made by Buyer.

9. Conditions to Closing.

9.1 Buyer's Conditions to Closing. Buyer's obligation to purchase the Property is conditioned on the following which are collectively referred to herein as "**Buyer's Closing Conditions**":

(a) the due performance by Seller of each and every undertaking and agreement to be performed by it hereunder in all material respects; and

(b) the truth of each representation and warranty made by Seller in this Agreement in all material respects at the time as of which the same is made and as of the Closing Date as if made on and as of the Closing Date.

If any condition specified in this Agreement is not satisfied on or before the Closing Date, Buyer may, in its sole discretion, (i) waive such condition and proceed to Closing; or (ii) terminate this Agreement by delivering notice to Seller and Escrow Holder, in which event Escrow Holder shall immediately return the Deposit to Buyer, and thereafter neither party will have any further obligation to the other, except those obligations that expressly survive the termination of this Agreement.

9.2 Seller's Conditions to Closing. Seller's obligation to convey the Property to Buyer is conditioned on the following which are collectively referred to herein as "**Seller's Closing Conditions**":

(a) the due performance by Buyer of each and every undertaking and agreement to be performed by it hereunder in all material respects; and

(b) the truth of each representation and warranty made by Buyer in this Agreement in all material respects at the time as of which the same is made and as of the Closing Date as if made on and as of the Closing Date.

If any condition specified in this Agreement is not satisfied on or before the Closing Date, Seller may, in its sole discretion, terminate this Agreement by delivering notice to Buyer and Escrow Holder, in which event Escrow Holder shall disburse the Deposit to Seller, and thereafter neither party will have any further obligation to the other, except those obligations that expressly survive the termination of this Agreement.

10. Default.

10.1 By Buyer. IF BUYER, WITHOUT THE RIGHT TO DO SO AND IN DEFAULT OF ITS OBLIGATIONS UNDER THIS AGREEMENT, FAILS TO COMPLETE CLOSING OR OTHERWISE DEFAULTS UNDER OR BREACHES THIS AGREEMENT PRIOR TO CLOSING AND FAILS TO REMEDY SUCH DEFAULT OR BREACH (OTHER THAN A FAILURE TO COMPLETE CLOSING) WITHIN FIVE (5) BUSINESS DAYS AFTER RECEIPT OF NOTICE THEREOF FROM SELLER, SUCH FAILURE WILL BE AN EVENT OF DEFAULT BY BUYER, AND SELLER MAY TERMINATE THIS CONTRACT AND RECEIVE FROM ESCROW HOLDER THE DEPOSIT AS LIQUIDATED DAMAGES. IN ADDITION, SELLER WILL ALSO HAVE ITS RIGHTS AT LAW OR IN EQUITY.

10.2 By Seller. IF SELLER, WITHOUT THE RIGHT TO DO SO AND IN DEFAULT OF ITS OBLIGATIONS UNDER THIS AGREEMENT, FAILS TO COMPLETE CLOSING OR OTHERWISE DEFAULTS UNDER OR MATERIALLY BREACHES THIS AGREEMENT PRIOR TO

CLOSING AND FAILS TO REMEDY SUCH DEFAULT OR BREACH WITHIN FIVE (5) BUSINESS DAYS AFTER RECEIPT OF NOTICE THEREOF FROM BUYER, BUYER SHALL HAVE THE RIGHT TO (I) TERMINATE THIS AGREEMENT UPON WRITTEN NOTICE OF SUCH TERMINATION TO SELLER, IN WHICH EVENT BUYER WILL BE ENTITLED TO A RETURN OF THE DEPOSIT AS ITS SOLE AND EXCLUSIVE REMEDY, AND THEREAFTER NEITHER SELLER NOR BUYER WILL HAVE ANY CONTINUING RIGHTS OR OBLIGATIONS OTHER THAN THOSE THAT EXPRESSLY SURVIVE TERMINATION HEREUNDER.

11. Declaration of Use Restriction.

11.1 Use Restriction. Buyer agrees that no portion of the Property shall be leased, used for or occupied as the following, which are collectively referred to herein as the “**Use Restriction**”:

(a) Any residence, dwelling, duplex, planned unit development, house, home, hotel, motel, hospital, sleeping facility, day care home, assisted living facility, nursing home, caretaker facility, nursery, or other structure, permanent, manufactured, mobile, trailer, any temporary dwelling unit, or otherwise, which permits its occupants, guests or invitees to sleep therein;

(b) Any educational facility including, without limitation the following: preschool, primary school, elementary school, junior or senior high schools, colleges or universities;

(c) Any library or museum;

(d) Any auditorium, exhibition hall or other public assembly room;

(e) Any recreational vehicle park;

(f) Any indoor or outdoor shooting range, archery range, other gun-related or similar facility where any type of fire-arm or other weapon may be discharged;

(g) Any use that emits an obnoxious odor (excluding normal cooking odors associated with a restaurant or residence with proper ventilation), fume, dust, vapor, noise or sound which is not mitigated on-site or properly vented and can be heard or smelled outside of the Property or from another property;

(h) Any noxious, dangerous or offensive trade or business use;

(i) Any distilling, refining, smelting, or mining operation; and

(j) Any dumping, disposing, incineration, or reduction of garbage.

11.2 Recording of the Use Restriction. Concurrently with the execution of this Agreement, Buyer and Seller will execute and deliver to Escrow Holder their respective counterparts to the "**Declaration of Use Restriction**" attached hereto as **Exhibit D**, and Buyer will further execute and deliver to Escrow Holder the "**Memorandum of Declaration of Use Restriction**" attached thereto. At Closing, Escrow Holder shall release the Declaration of Use Restriction and Memorandum of Declaration of Use Restriction to Seller. Seller, at its sole expense and sole option, may elect to record the Memorandum of Declaration of Use Restriction at Closing or any time thereafter.

11.3 Buyer hereby acknowledges and agrees that upon conveyance of the Property to Buyer, Seller will not be a tenant or operator of the Property.

12. 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, 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, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

13. Destruction/Condemnation of Property. In the event that all or any portion of the Property is damaged or destroyed by any casualty or is the subject of a taking or condemnation under the provisions of eminent domain law after the Effective Date but prior to the Closing Date, Seller shall have no obligation to repair or replace any damage or destruction caused by the foregoing, but the following shall apply at the Closing: (1) in the event of a casualty, Buyer shall receive a credit against the Purchase Price at Closing for the reasonably estimated remaining cost to restore the Property to its condition immediately prior to such casualty; and (2) in the event of a taking, Seller shall assign to Buyer its rights to any condemnation proceeds resulting from such taking. Notwithstanding the foregoing, if such casualty or taking is a "Material Event" (as defined below), then Buyer may elect to terminate this Agreement by written notice to Seller given on or before the Closing Date, and upon such termination, any Deposit shall be returned to Buyer and the parties shall have no further liability or obligation hereunder. As used in this Section, a "**Material Event**" means either of the following: (a) a casualty resulting in damage or destruction to the Property, if the cost to restore the Property to its condition immediately prior to such casualty is reasonably estimated to exceed the Purchase Price; or (b) a taking or condemnation which would impede access to the Property, reduce available parking below that required by laws or any applicable agreements affecting the Property, or result in a condemnation award reasonably estimated to exceed the Purchase Price.

14. Indemnification Obligations. Seller shall protect, defend, indemnify and hold Buyer and the Property harmless from and against: (i) any claim in any way related to the Property and arising or accruing prior to Closing, including any claim arising or accruing under any Permitted Exception or other agreement affecting the Property; and (ii) any claim that results from any breach or default by Seller under this Agreement. If the Closing occurs, Buyer shall protect, defend, indemnify and hold Seller harmless from and against any claim in any way related to the Property and first arising or accruing after the Closing, including any claim first arising or accruing after the Closing under any Permitted Exception (except to the extent such claim results from a fact or circumstance that is inconsistent with the representations and warranties of Seller in this Agreement). Notwithstanding the foregoing sentence, in no event will (a) either party be liable to the other for any loss of profits or other special, incidental, consequential, indirect, punitive, exemplary or reliance damages arising from or in relation to this Agreement, however caused and regardless of theory of liability, except that the foregoing shall not apply to a breach of Section 17 below.

15. Successors and Assigns. Seller may assign or transfer its rights or obligations under this Agreement without the prior written consent of Buyer. Buyer may not assign or transfer its rights or obligations under this Agreement.

16. Notices. All notices, approvals, consents, requests or demands required or permitted to be given or served by either party to this Agreement shall be in writing (unless otherwise expressly set forth herein to the contrary) and shall be delivered: (i) personally, (ii) by depositing with the United States Postal Service, postage prepaid, by registered or certified mail, return receipt requested, (iii) by a nationally recognized overnight delivery service providing proof of delivery, or (iv) by email delivery, provided for delivery pursuant to this clause (iv) a copy is also sent pursuant to either clause (i), (ii) or (iii) above, and in all event such events, properly addressed to the addresses set forth at the beginning of this Agreement. Either party may by notice given aforesaid change its address for all subsequent notices. Except where otherwise expressly provided to the contrary, notice shall be deemed given upon delivery or when delivery is refused. Notices required or permitted to be given or served by either party hereunder will be deemed effective if delivered by an agent or attorney acting on behalf of such party.

17. Confidentiality. Buyer agrees and acknowledges that (i) the existence and terms of this Agreement and all information relating to Seller's disposition of the Property will constitute “**Confidential Information**”, whether or not such information is available in the public domain and Buyer will not, and will instruct its representatives, brokers, developers, contractors, subcontractors, agents and consultants (each a, “**Buyer Representative**”) to not, nor will Buyer permit any Buyer Representative to, disclose any Confidential Information without the prior written approval of Seller. Neither Buyer nor any Buyer Representative will make any public statement or announcement regarding the transaction described in this Agreement, either prior to or after the Closing, without the prior written approval of Seller. This Section 17 will survive Closing or earlier termination of this Agreement.

18. Further Assurances. Each party shall use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to consummate the transactions described in this Agreement.

19. Matters of Construction.

19.1 Non-Business Days. Whenever action must be taken (including the giving of notice or the delivery of documents) under this Agreement during a certain period of time (or by a particular date) that ends (or occurs) on a non-business day, then such period (or date) shall be extended until the immediately following business day; provided that, if Closing would be scheduled to occur on a non-business day, Closing shall be delayed until the second business day after such non-business day. As used herein, “**business day**” means any day other than a Saturday, Sunday or federal or state holiday in the state where the Property is located.

19.2 Entire Agreement. This Agreement (and the items to be furnished in accordance herewith) constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. No representation, warranty, covenant, agreement, or condition not expressed in this Agreement will be binding upon the parties hereto or will affect or be effective to interpret, change or restrict this Agreement.

19.3 Severability. If any term or provision of this Agreement or the application thereof 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 as 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.

19.4 Interpretation. Words used in the singular shall include the plural, and vice versa, and any gender shall be deemed to include the other. Whenever the words “including”, “include” or “includes” are used in this Agreement, they should be interpreted in a non-exclusive manner. The captions and headings of the Sections of this Agreement are for convenience of reference only, and shall not be deemed to define or limit the provisions hereof. Except as otherwise indicated, all Exhibit and Section references in this Agreement shall be deemed to refer to the Exhibits and Sections in this Agreement. Each party acknowledges and agrees that this Agreement (a) has been reviewed by it and its counsel; (b) is the product of negotiations between the parties, and (c) shall not be deemed prepared or drafted by any one party. In the event of any dispute between the parties concerning this Agreement, the parties agree that any ambiguity in the language of the Agreement is to not to be resolved against Seller or Buyer, but shall be given a reasonable interpretation in accordance with the plain meaning of the terms of this Agreement and the intent of the parties as manifested hereby.

19.5 No Waiver. Any party may at any time or times, at its election, waive any of the conditions to its obligations hereunder, but any such waiver shall be effective only if contained in a writing signed by such party (except that if a party proceeds to Closing, notwithstanding the failure of a condition to its obligation to close, then such condition shall be deemed waived by the Closing). No such waiver shall reduce the rights or remedies of a party by reason of any breach by the other party hereunder. Waiver by one party of the performance of any covenant, condition or promise of the other party shall not invalidate this Agreement, nor shall it be deemed to be a waiver by such party of the performance of any other covenant, condition or promise by such other party (whether preceding or succeeding and whether or not of the same or similar nature). No failure or delay by one party to exercise any right it may have by reason of the default of the other party shall operate as a waiver of default or modification of this Agreement or shall prevent the exercise of any right by such party while the other party continues to be so in default.

19.6 Governing Law. THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OREGON.

19.7 Third Party Beneficiaries. Except as otherwise expressly provided in this Agreement, Seller and Buyer do not intend by any provision of this Agreement to confer any right, remedy or benefit upon any third party (express or implied), and no third party shall be entitled to enforce or otherwise shall acquire any right, remedy or benefit by reason of any provision of this Agreement.

19.8 Amendments. This Agreement may be amended by written agreement of amendment executed by all parties, but not otherwise.

19.9 Escrow Holder. Escrow Holder hereby accepts its designation as Escrow Holder under this Agreement and agrees to hold and disburse the Deposit as provided in this Agreement without further instruction from either party. The provisions hereof will constitute joint instructions to the Escrow Holder to consummate the purchase in accordance with the terms and provisions hereof, provided, however, that the parties shall execute such additional escrow instructions, not inconsistent with the provisions hereof, as may be deemed reasonably necessary to carry out the intentions of the parties as expressed herein. The provisions of this Section will survive the Closing or earlier termination of this Agreement.

19.10 No Recording. Neither Seller nor Buyer shall cause or permit this Agreement to be filed of record in any office or place of public record and, if Buyer or Seller shall fail to comply with the terms hereof by recording or attempting to record the same, such act shall not operate to bind or cloud title to the Property.

20. Waiver of Trial by Jury. The parties hereby irrevocably waive their respective rights to a jury trial of any claim or cause of action based upon or arising out of this Agreement. This waiver shall apply to

any subsequent amendments, renewals, supplements or modifications to this Agreement. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

21. Waiver of Consequential Damages. Notwithstanding any provision in this Agreement to the contrary, neither party will be liable to the other party for consequential damages, such as lost profits or interruption of the other party's business, except that this sentence will not apply to Buyer's breach of its confidentiality obligations under this Agreement.

22. Acceptance of Deed. The acceptance of the Deed by Buyer shall be deemed full compliance by Seller of all of Seller's obligations under this Agreement except for those obligations of Seller which are specifically stated to survive Closing hereunder.

23. Multiple Originals and Counterparts; Electronic Documents. This Contract may be executed in any number of copies and counterparts, each of which will be deemed an original and all of which counterparts together will constitute one agreement with the same effect as if the parties had signed the same signature page. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

24. Anti-Corruption. Buyer has not, will not, and will ensure others operating on its behalf will not, pay bribes or illegal or improper payments, gifts or anything of value, solicitations or demands to anyone in any way related to this Agreement or the Property including any Seller employee or an employee of its parent company or any consultant recommended by Seller. Buyer will maintain accurate and complete books and records concerning payments to third parties under or in relation to this Agreement. Seller and its designated representative may inspect Buyer's books and records to verify compliance with this Section. Buyer will notify Seller promptly: (1) of any improper solicitation, demand or other request for a bribe, improper gift or anything of value, made by any party in any way related to this Agreement or the Property; and (2) if Buyer (or a third party operating on its behalf) is directly or indirectly asked by any person to make or offer any payment to a government official or authority (or any other person at a government official's request or with such officials' assent or acquiescence). Seller may immediately terminate or suspend performance under this Agreement if Buyer breaches its obligations under this Section.

25. Joint and Several Liability. If and when included within the term "Buyer" or "Seller" as used in this Agreement, there is more than one person, firm or corporation, each will be jointly and severally liable for the obligations of Buyer or Seller, as applicable.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates below, effective as of the Effective Date.

BUYER:

CITY OF HERMISTON, OREGON

a _____

By: _____

Name: _____

Title: _____

Date: _____

(SIGNATURES CONTINUE ON FOLLOWING PAGE)

SELLER:

AMAZON DATA SERVICES, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____
Date: _____

ESCROW HOLDER'S ACKNOWLEDGEMENT

The undersigned hereby executes this Agreement to evidence its receipt of a fully executed copy of this Agreement and its agreement to act as Escrow Holder in accordance with the terms of this Agreement. Escrow Holder agrees to act as "the person responsible for closing" the purchase and sale transaction contemplated in this Agreement within the meaning of Section 6045(e) of the Internal Revenue Code of 1986, as amended, and to file all forms and returns required thereby.

_____,
a _____

By: _____
Name: _____
Title: _____

"Escrow Holder"

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

Parcel 2 as shown on the Partition Plat No. 2023-11, as recorded August 16, 2023 as Document Number 2023-0005626 in the Office of County Records of Umatilla County, Oregon.

LESS AND EXCEPT all right, title, and interest in and to those irrigation water right appurtenant to such land as evidenced by the two following water rights documents:

1. State of Oregon County of Umatilla Certificate of Water Right #87368 issued in the name of Ivan Cook, dated January 5, 2012, and recorded in the Oregon State Record of Water Right Certificates, and numbered 87368; and
2. Water Resources Department of the State of Oregon Transfer Application Transfer T-11254, Umatilla County, related to State of Oregon Certificate of Water Rights Certificate #79889, which transfer was approved with Final Order Approving an Additional Point of Appropriation and Change in Place of Use by the Oregon Water Resources Department on January 5, 2012, by Special Order, and recorded in Special Order Volume 85, Page 859-862, of the Oregon Water Resources Records;

EXHIBIT B

INTENTIONALLY DELETED

EXHIBIT C

DESCRIPTION OF DUE DILIGENCE PACKAGE

NONE

EXHIBIT D

DECLARATION OF USE RESTRICTION

[Attached]

DECLARATION OF USE RESTRICTION

THIS DECLARATION OF USE RESTRICTION (this "**Declaration**") is made as of the _____ day of _____, _____, by AMAZON DATA SERVICES, INC., a Delaware corporation ("**Amazon**"), and the CITY OF HERMISTON, OREGON, _____ ("**City**").

RECITALS

A. Amazon owns (i) that certain real property consisting of approximately 151.62 acres of land in Umatilla County, Oregon, as more particularly described on **Exhibit A** attached hereto (the "**Benefitted Property**"), and (ii) City owns that certain real property consisting of approximately 44.42 acres of land in Umatilla County, Oregon, as more particularly described on **Exhibit B** attached hereto (the "**Burdened Property**").

B. Amazon and City have entered into that certain Purchase Agreement as of the date hereof, whereby Amazon has agreed to sell to City, and City has agreed to purchase from Amazon, the Burdened Property, upon the terms, covenants and conditions set forth in the Purchase Agreement.

C. Pursuant to the Purchase Agreement, Amazon and City have agreed that upon City's acquisition of the Burdened Property from Amazon, the Burdened Property shall be subject to the Use Restriction (as defined herein).

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

1. Recitals. The Recitals are incorporated herein and made a part hereof.
2. Use Restriction. City covenants and agrees that no portion of the Burdened Property will be leased, used for or occupied as the following which are collectively referred to herein as the "**Use Restriction**":
 - (a) (a) Any residence, dwelling, duplex, planned unit development, house, home, hotel, motel, hospital, sleeping facility, day care home, assisted living facility, nursing home, caretaker facility, nursery, or other structure, permanent, manufactured, mobile, trailer, any temporary dwelling unit, or otherwise, which permits its occupants, guests or invitees to sleep therein;
 - (b) Any educational facility including, without limitation the following: preschool, primary school, elementary school, junior or senior high schools, colleges or universities;
 - (c) Any library or museum;
 - (d) Any auditorium, exhibition hall or other public assembly room;
 - (e) Any recreational vehicle park;
 - (f) Any indoor or outdoor shooting range, archery range, other gun-related or similar facility where any type of fire-arm or other weapon may be discharged;

(g) Any use that emits an obnoxious odor (excluding normal cooking odors associated with a restaurant or residence with proper ventilation), fume, dust, vapor, noise or sound which is not mitigated on-site or properly vented and can be heard or smelled outside of the Property or from another property;

(h) Any noxious, dangerous or offensive trade or business use;

(i) Any distilling, refining, smelting, or mining operation; and

(j) Any dumping, disposing, incineration, or reduction of garbage.

3. Binding Effect. The Use Restriction encumbers the Burdened Property for the benefit of the Benefitted Property, from and after the date hereof. The covenant and restriction created by this Declaration will encumber and run with title to all portions of the Burdened Property, as applicable, and will be binding upon, and enforceable against, all persons having any right, title, or any interest in any portion of the Burdened Property, their respective heirs, legal representatives, successors, successors-in-title, and assigns.

4. Breach. Any breach of the Use Restriction will entitle the owner of the Benefitted Property (the "**Beneficiary**") to injunctive relief and any other appropriate relief as may be available at law or in equity.

5. Memorandum. Concurrently with the execution of this Declaration, City will also execute a memorandum of this Declaration in the form attached hereto as **Exhibit C** (the "**Memorandum**"). After the execution of this Declaration, the Beneficiary, at its sole expense and sole option, may record the executed Memorandum.

6. Modifications and Termination. This Declaration may not be modified, waived, amended or terminated except by a written instrument executed by City and the Beneficiary, or their respective successors or assigns.

7. Headings Not Controlling. Headings used in this Declaration are for reference purposes only and will not be deemed a part of this Declaration. Invalidation of any of the provisions contained in this Declaration, or of the application thereof to any person or entity by judgment or court order, will in no way affect any other provisions hereof or the application thereof to any other person or entity and the same will remain in full force and effect.

8. Governing Law. This Declaration will be governed by and construed in accordance with the laws of the State of Oregon without regard to its conflict of laws principles.

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Amazon and City have executed this Declaration as of the date first above written.

AMAZON:

AMAZON DATA SERVICES, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

CITY:

CITY OF HERMISTON, OREGON,
a _____

By: _____
Name: _____
Title: _____

EXHIBIT A

DESCRIPTION OF BENEFITTED PROPERTY

Parcel 1 as shown on the Partition Plat No. 2023-11, as recorded August 16, 2023 as Document Number 2023-0005626 in the Office of County Records of Umatilla County, Oregon.

LESS AND EXCEPT all right, title, and interest in and to those irrigation water right appurtenant to such land as evidenced by the two following water rights documents:

1. State of Oregon County of Umatilla Certificate of Water Right #87368 issued in the name of Ivan Cook, dated January 5, 2012, and recorded in the Oregon State Record of Water Right Certificates, and numbered 87368; and
2. Water Resources Department of the State of Oregon Transfer Application Transfer T-11254, Umatilla County, related to State of Oregon Certificate of Water Rights Certificate #79889, which transfer was approved with Final Order Approving an Additional Point of Appropriation and Change in Place of Use by the Oregon Water Resources Department on January 5, 2012, by Special Order, and recorded in Special Order Volume 85, Page 859-862, of the Oregon Water Resources Records;

EXHIBIT B

DESCRIPTION OF BURDENED PROPERTY

Parcel 2 as shown on the Partition Plat No. 2023-11, as recorded August 16, 2023 as Document Number 2023-0005626 in the Office of County Records of Umatilla County, Oregon.

LESS AND EXCEPT all right, title, and interest in and to those irrigation water right appurtenant to such land as evidenced by the two following water rights documents:

1. State of Oregon County of Umatilla Certificate of Water Right #87368 issued in the name of Ivan Cook, dated January 5, 2012, and recorded in the Oregon State Record of Water Right Certificates, and numbered 87368; and
2. Water Resources Department of the State of Oregon Transfer Application Transfer T-11254, Umatilla County, related to State of Oregon Certificate of Water Rights Certificate #79889, which transfer was approved with Final Order Approving an Additional Point of Appropriation and Change in Place of Use by the Oregon Water Resources Department on January 5, 2012, by Special Order, and recorded in Special Order Volume 85, Page 859-862, of the Oregon Water Resources Records;

EXHIBIT C

MEMORANDUM OF RESTRICTIVE COVENANT

[attached]

Prepared by and after recording return to:

4400 MacArthur Blvd., Suite 200
Newport Beach, CA 92660
Attn: Valerie Rapp
(949) 477-3646 Direct
Valerie.Rapp@fnf.com

(Above Space for Recorder's Use)

MEMORANDUM OF DECLARATION OF USE RESTRICTION

THIS MEMORANDUM OF DECLARATION OF USE RESTRICTION (this "**Memorandum**") is made as of the _____ day of _____, 2023, by **CITY OF HERMISTON, OREGON**, _____ ("Declarant") with respect to the Declaration of Use Restriction of even date herewith (the "**Declaration**"), for the benefit of the real property identified on **Exhibit A** attached hereto and incorporated herein (the "**Benefitted Property**"), for purposes of memorializing and recording certain terms thereof, and to give record notice of the Declaration and the rights and restrictions created thereby. The summarized terms provided herein are not intended to fully or completely set forth the provisions of the Declaration, for an understanding of which reference must be made to the document, and nothing in this Memorandum shall have the effect of in any way modifying, supplementing or abridging the Declaration or any of its provisions as the same now or may hereafter be in force and effect.

RECITALS

A. Declarant owns that certain real property consisting of approximately 44.42 acres of land in Umatilla County, Oregon, as more particularly described on **Exhibit B** attached hereto (the "**Burdened Property**").

1. **Recitals.** The Recitals are incorporated herein and made a part hereof.

2. **Use Restriction.** Upon certain terms and conditions set forth in the Declaration, Declarant covenants and agrees that no portion of the Burdened Property will be leased, used for or occupied as the following which are collectively referred to herein as the "**Use Restriction**":

(a) (a) Any residence, dwelling, duplex, planned unit development, house, home, hotel, motel, hospital, sleeping facility, day care home, assisted living facility, nursing home, caretaker facility, nursery, or other structure, permanent, manufactured, mobile, trailer, any temporary dwelling unit, or otherwise, which permits its occupants, guests or invitees to sleep therein;

(b) Any educational facility including, without limitation the following: preschool, primary school, elementary school, junior or senior high schools, colleges or universities;

(c) Any library or museum;

- (d) Any auditorium, exhibition hall or other public assembly room;
- (e) Any recreational vehicle park;
- (f) Any indoor or outdoor shooting range, archery range, other gun-related or similar facility where any type of fire-arm or other weapon may be discharged;
- (g) Any use that emits an obnoxious odor (excluding normal cooking odors associated with a restaurant or residence with proper ventilation), fume, dust, vapor, noise or sound which is not mitigated on-site or properly vented and can be heard or smelled outside of the Property or from another property;
- (h) Any noxious, dangerous or offensive trade or business use;
- (i) Any distilling, refining, smelting, or mining operation; and
- (j) Any dumping, disposing, incineration, or reduction of garbage.

3. Binding Effect. The Use Restriction encumbers the Burdened Property for the benefit of the Benefitted Property, from and after the date hereof. The covenants and restrictions created by this Memorandum will encumber and run with title to all portions of the Burdened Property, as applicable, and will be binding upon, and enforceable against, all persons having any right, title, or any interest in any portion of the Burdened Property, their respective heirs, legal representatives, successors, successors-in-title, and assigns.

4. Breach. Any breach of the Use Restriction will entitle the owner of the Benefitted Property (the “**Beneficiary**”) to injunctive relief and any other appropriate relief as may be available at law or in equity.

5. Modifications and Termination. This Memorandum may not be modified, waived, amended or terminated except by a written instrument executed by Declarant and the approved by the Beneficiary, or their respective successors or assigns.

6. Headings Not Controlling. Headings used in this Memorandum are for reference purposes only and will not be deemed a part of this Memorandum. Invalidation of any of the provisions contained in this Memorandum, or of the application thereof to any person or entity by judgment or court order, will in no way affect any other provisions hereof or the application thereof to any other person or entity and the same will remain in full force and effect.

7. Governing Law. This Memorandum will be governed by and construed in accordance with the laws of the State of Oregon without regard to its conflict of laws principles.

8. Memorandum. This Memorandum is executed in accordance with the terms of the Declaration for the purposes of giving notice of the existence thereof and of memorializing and recording certain terms thereof, and to give record notice of the Use Restriction encumbering the Burdened Property. The summarized terms provided herein are not intended to fully or completely set forth the provisions of the Declaration, for an understanding of which reference must be made to the Declaration, and nothing in this Memorandum will have the effect of in any way modifying, supplementing or abridging the Declaration or any of its provisions as the same now or may hereafter be in force and effect. In addition to those terms referred to hereinabove, the Declaration contains numerous other terms, covenants and conditions, and notice is hereby given that reference should be made to the Declaration directly with respect to the details of such

terms, covenants and conditions. The Declaration is deemed to be a material part of this Memorandum as though set forth at length herein. In the event of any conflict between the provisions of this Memorandum and the Agreement, the provisions of the Declaration shall control over this Memorandum.

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Declarant has executed this Declaration as of the date first written above.

DECLARANT:

_____,
an _____ limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____ :

: SS.

COUNTY OF _____ :

On this _____ day of _____, 2023 before me, a Notary Public of the State of _____, personally appeared _____, the _____ of City LLC, an Oregon limited liability company, a party to the foregoing instrument, and acknowledged that, being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained by signing his/her name as such officer on behalf of such company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
My commission expires:

EXHIBIT A

DESCRIPTION OF BENEFITTED PROPERTY

Parcel 1 as shown on the Partition Plat No. 2023-11, as recorded August 16, 2023 as Document Number 2023-0005626 in the Office of County Records of Umatilla County, Oregon.

LESS AND EXCEPT all right, title, and interest in and to those irrigation water right appurtenant to such land as evidenced by the two following water rights documents:

1. State of Oregon County of Umatilla Certificate of Water Right #87368 issued in the name of Ivan Cook, dated January 5, 2012, and recorded in the Oregon State Record of Water Right Certificates, and numbered 87368; and
2. Water Resources Department of the State of Oregon Transfer Application Transfer T-11254, Umatilla County, related to State of Oregon Certificate of Water Rights Certificate #79889, which transfer was approved with Final Order Approving an Additional Point of Appropriation and Change in Place of Use by the Oregon Water Resources Department on January 5, 2012, by Special Order, and recorded in Special Order Volume 85, Page 859-862, of the Oregon Water Resources Records;

EXHIBIT B

DESCRIPTION OF BURDENED PROPERTY

Parcel 2 as shown on the Partition Plat No. 2023-11, as recorded August 16, 2023 as Document Number 2023-0005626 in the Office of County Records of Umatilla County, Oregon.

LESS AND EXCEPT all right, title, and interest in and to those irrigation water right appurtenant to such land as evidenced by the two following water rights documents:

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