

Appraisal of

**OPPENLANDER FIELD
1275 ROSEMONT ROAD
WEST LINN, OREGON 97068**

For

**Mr. John Williams
City Manager,
City of West Linn,
City Hall,
22500 Salamo Rd, Suite 100
West Linn, OR 97068**

Fair Market Value
As of December 21, 2021

Prepared By:

**ROMANAGGI VALUATION SERVICES, LLC
4805 SW OLESON ROAD
PORTLAND, OREGON 97225
#(503) 860-8189**

Report Date:

January 25, 2022

RVS Report No. 21-564

Sam V. Romanaggi, MAI
Romanaggi Valuation Services LLC
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January 25, 2022

Mr. John Williams
City Manager,
City of West Linn,
City Hall,
22500 Salamo Rd, Suite 100
West Linn, OR 97068
jwilliams@westlinnoregon.gov

Re: Appraisal of Oppenlander Field, 1275 Rosemont Road, West Linn, Oregon

Dear Mr. Williams:

In accordance with your request, we have made an appraisal of the above referenced property. The purpose of this appraisal is to provide an estimate of the fair market value of the fee simple interest in the subject property. The intended use of this appraisal is to assist in purchase price determination purposes. This Appraisal report is the written result of our findings and analysis. The subject property is the vacant land of a single tax lot, 10.04 acres, currently used as sports fields and other public purposes. This report and valuation is based on the **Hypothetical Condition** that the subject site will be "City owned park or open space" once the property is transferred from the school district to the City. Based on this condition, the only permitted use is as park or open space.

Our valuation was prepared in conformance with the Uniform Standards of Professional Appraisal Practice ("USPAP") of The Appraisal Foundation. Our report has been written in conformance with the requirements of the Code of Ethics and Standards of Professional Practice of the Appraisal Institute. Neither our name nor the material submitted may be included in any prospectus, or used in offerings or representations in connection with the sale of real estate, sale of securities, or sale of participation interests to the public.

Based on the investigation described in this report, it is our opinion that the "as is" market value of the fee simple interest of the subject property, based upon the *Extraordinary Assumption used herein* as of December 21, 2021 is:

ONE HUNDRED TWENTY THOUSAND DOLLARS
(\$120,000)

This opinion is to be used solely for the purposes stated above and is subject to the accompanying definitions of market value and statement of general assumptions and limiting conditions. The following report contains a study and analysis of data and other material upon which our value conclusions have been predicated.

Sincerely,



Sam V. Romanaggi, MAI
Romanaggi Valuation Services, LLC
OR. License No. C000182

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- . Subject Tax & Assessment Data
- . Warranty Deed-1969
- . Title Policy-1969
- . Subject PSA-Purchase & Sale Agreement
- . Qualifications of Appraisers

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Property Appraised:	Oppenlander Field, West Linn, Oregon
Location:	1275 Rosemont Road, West Linn, OR 97068
Owner of Record:	West Linn School District 33
State Identification Code and Tax Lot:	2S1E26DA 2200
Assessor's Parcel Number:	00388538
Date of Inspection:	December 21, 2021
Date of Valuation:	December 21, 2021
Purpose and Intended Use of Appraisal:	To estimate the "as is" market value of the fee simple interest in order to assist in purchase price determination purposes.
Interest Appraised:	Fee Simple
Land Area:	10.04 Acres
Zoning:	R-10, Residential
Improvements:	A small storage or garage building is situated along the north boundary of the subject. Per directions from our client, we are valuing the underlying land only and excluding this building in our valuation.
Highest and Best Use and Scope of Work:	<i>The Scope of work is to comply with the now pending Purchase Sale Agreement ("PSA"), with the Fair Market Value in consideration of Sec. 24 of the PSA as follows: 24. Chapter XI Designation. Buyer represents, warrants and covenants that: (i) within sixty (60) days after the Closing occurs, Buyer shall cause the Property to be designated as "City owned park or open space" under Section 46 of Chapter XI, West Linn Charter the "Chapter XI Designation".</i>

Value Conclusions:

Cost Approach:	N/A
Sales Comparison Approach:	\$120,000
Income Approach:	N/A

Final Value Estimate:

*Based upon the Hypothetical Conditions used
herein*

\$120,000 (\$12,000/Acre)

CERTIFICATION

We certify that, to the best of our knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the accompanying limiting conditions and assumptions, and are our personal, unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the property that is the subject of this report, and

I have no personal interest with respect to the parties involved. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.


The analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Uniform Standards of Professional Appraisal Practice of the Appraisal Institute.

As of the date of this report, Sam Romanaggi, MAI has completed the requirements of the continuing education program of the Appraisal Institute.

Sam Romanaggi, MAI and Rick Barrier conducted an onsite viewing of the subject site on December 21, 2021.

Rick Barrier, Appraiser Trainee participated in all steps A –H of the Competency Rule of OAR 161-025-0025(3) (a) (A through H). Each step was performed under the guidance of Sam Romanaggi, MAI with sufficient knowledge and experience to be completed with competency.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives



Sam Romanaggi, MAI
Romanaggi Valuation Services, LLC
Certification #C000182 Oregon

January 25, 2022
Date

STATEMENT OF GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal report is subject to the following general assumptions and limiting conditions:

1. No investigation has been made of, and no responsibility is assumed for, the legal description of the property being valued or legal matters, including title or encumbrances. Title to the property is assumed to be good and marketable unless otherwise stated. The property is assumed to be free and clear of any liens, easements, encroachments, or other encumbrances unless otherwise stated.
2. Information furnished by others, upon which all or portions of this appraisal are based, is believed to be reliable but has not been verified in all cases. No warranty is given as to the accuracy of such information.
3. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization has been or can readily be obtained or renewed for any use on which the value estimate contained in this report is based.
4. Full compliance with all applicable federal, state, and local zoning, use, occupancy, environmental, and similar laws and regulations is assumed unless otherwise stated.
5. No responsibility is taken for changes in market conditions, and no obligation is assumed to revise this report to reflect events or conditions, which occur subsequent to the date hereof.
6. The opinion of value is predicated on the financial structure prevailing as of the date of this appraisal.
7. Responsible ownership and competent property management are assumed.
8. Areas and dimensions of the property were obtained from sources believed to be reliable. Maps or sketches, if included in this report, are only to assist the reader in visualizing the property, and no responsibility is assumed for their accuracy. No independent surveys were conducted.
9. It is assumed that there are no hidden or non-apparent conditions of the property, subsoil, or structures that render them more or less valuable. No responsibility is assumed for such conditions or for arranging engineering studies that may be required to discover them.
10. No soil analysis or geological studies were ordered or made in conjunction with this report, nor was an investigation made of any water, oil, gas, coal, or other subsurface mineral and use rights or conditions.
11. Neither Romanaggi Valuation Services LLC nor any individual signing or associated with this report shall be required by reason of this report to give further consultation,

provide testimony, or appear in court or at other legal proceedings unless specified arrangements therefore have been made.

12. This report has been made only for the purpose stated and shall not be used for any other purpose. Neither this report nor any portions thereof (including, without limitation, any conclusions as to value or the identity of Romanaggi Valuation Services LLC or any individual signing or associated with this report or the professional associations or organizations with which they are affiliated) shall be disseminated to third parties by any means without the prior written consent and approval of Romanaggi Valuation Services LLC.
13. The date of value to which the opinion expressed in this report applies is set forth in the letter of transmittal at the beginning of this report. Our value opinion is based on the purchasing power of the U.S. dollar as of that date.
14. Unless otherwise stated in this report, no hazardous material, which may or may not be present on or near the property, was observed. We have no knowledge of the existence of such materials on or in the property; however, we are not qualified to detect such substances. The presence of potentially hazardous substances, such as asbestos, urea-formaldehyde foam insulation, or industrial wastes, may affect the value of the property. The value estimate herein is predicated on the assumption that there is no such material on, in, or near the property that would cause a loss in value. No responsibility is assumed for any such conditions or for any expertise or engineering knowledge required to discover them. The client should retain an expert in this field if further information is desired.
15. The allocation in this report of the total valuation among components of the property applies only to the program of utilization stated in this report. The separate values for any components may not be applicable for any other purpose and must not be used in conjunction with any other appraisal.
16. This appraisal report may not be included or referred to in any Securities and Exchange Commission filing or other public document.
17. Romanaggi Valuation Services LLC 's maximum liability relating to services rendered under this report (regardless of form of action, whether in contract, negligence, or otherwise) shall be limited to the charges paid to Romanaggi Valuation Services LLC for the portion of its services or work products giving rise to liability. In no event shall Arthur Romanaggi Valuation Services LLC be liable for consequential, special, incidental, or punitive losses, damages, or expenses (including, without limitation, lost profits, opportunity costs, etc.) even if it has been advised of their possible existence.
18. The client shall indemnify and hold harmless Romanaggi Valuation Services LLC and its personnel from and against any claims, liabilities, costs, and expenses (including, without limitation, attorneys' fees and the time of Romanaggi Valuation Services LLC personnel involved) brought against, paid, or incurred by Romanaggi Valuation Services LLC at any time and in any way arising out of or relating to Romanaggi Valuation Services LLC 's services under this report, except to the extent finally determined to have resulted from the gross negligence or willful misconduct of Romanaggi Valuation Services LLC personnel. This provision shall survive the termination of this agreement for any reason.

19. We did not make any observations or interpretations on compliance with the Americans with Disabilities Act. We are not experts in this field and realize we are not qualified to make such determinations. Our value estimate is predicated upon the property owners bearing no costs for compliance.

STATEMENT OF EXTRAORDINARY ASSUMPTIONS

EXTRAORDINARY ASSUMPTION: an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

Comment: Uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends; or the integrity of data used in an analysis.

Source: USPAP 2022-2023 Edition

There are no Extraordinary Assumptions used in this report.

It is noted, the use of an Extraordinary Assumption might have an effect on the assignment results.

STATEMENT OF HYPOTHETICAL CONDITION

HYPOTHETICAL CONDITION: a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

Comment: Hypothetical conditions are contrary to known facts about physical, legal or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

Source: USPAP 2022-2023 Edition

This report and valuation is based on the Hypothetical Condition that the subject site will be "City owned park or open space" once the property is transferred from the school district to the City. Based on this condition, the only permitted use is as park of open space per the following excerpt from the Purchase Sale Agreement:

24. **Chapter XI Designation.** Buyer represents, warrants and covenants that: (i) within sixty (60) days after the Closing occurs, Buyer shall cause the Property to be designated as "City owned park or open space" under Section 46 of Chapter XI, West Linn Charter the "Chapter XI Designation". See discussion in the Highest and Best Use section of this report. .

It is noted, the use of a Hypothetical Condition might have an effect on the assignment results.

INTRODUCTION

Property Identification

The subject property is identified as 1275 Rosemont Road, West Linn, Clackamas County, Oregon. The subject is located mid-block on the north side of Rosemont Road. It can be legally describe as Assessor's Parcel No. 338538 or by map and township as T2S-R1E-S26DA0 tax lot 2200.

Property Rights Appraised

The property rights being appraised are the fee simple interest in the real property of the subject. Fee Simple Estate - as defined in *The Dictionary of Real Estate Appraisal*, 6th Edition, (2015), published by the Appraisal Institute, is:

" Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

Purpose and Intended Use of the Appraisal

The purpose of this appraisal report is to estimate the "as is" market value of the fee simple interest in the subject property described above as of December 21, 2021, the date of inspection. This appraisal is to be used solely by the City of West Linn and the intended users of this report, for purchase price determination purposes.

Date of Value

The effective date of our value opinion is December 21, 2021, the date of inspection.

Date of Report

The date of the report is January 25, 2022.

Definition of Fair Market Value

The Subject PSA specifies the purchase price shall be the "Fair Market Value" ("FMV"); following is an excerpt from the PSA:

1. **Purchase Price.** The purchase price for the Property (the "**Purchase Price**") shall be the "Fair Market Value" (as defined and determined below). The Purchase Price shall be payable to Seller by wire transfer in immediately available federal funds at Closing (defined below). "**Fair Market Value**" shall mean the fair market value of the Property as determined pursuant to the following appraisal process:

(a) Buyer and Seller shall use good faith, reasonable efforts to jointly select an appraiser to conduct an appraisal of the fair market value of the Property, taking into consideration all factors as such appraiser in its professional discretion deems relevant, including without limitation, all encumbrances on title and all limitations on the permitted use of the Property made as conditions of this sale. Such jointly selected appraiser (the "**Joint Appraiser**") shall complete its valuation during the month of December 2021 (and in any event prior to December 31, 2021). If Buyer and Seller cannot agree upon a single Joint Appraiser that is reasonably acceptable to both parties, then in such instance Buyer and Seller shall each independently obtain an appraisal of the Property (on the timing schedule described above) from the appraiser of their choice, and the "**Fair Market Value**" shall be the average of the two parties' respective appraisals. Buyer and Seller shall equally share the cost of the Joint Appraiser, if one is engaged. If each party engages its own appraiser, then each party shall be each responsible for the cost of its own appraisal.

However, the above FMV is described as a process, not as a definition. Thus, in this appraisal we are using the following FMV definition as it applies to the above process.

Fair Market Value Definition - United States

In United States tax law, the definition of *fair market value* is found in the United States Supreme Court decision in the *Cartwright* case:

The fair market value is the price at which the property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or to sell and both having reasonable knowledge of relevant facts. *United States v. Cartwright*, 411 U. S. 546, 93 S. Ct. 1713, 1716-17, 36 L. Ed. 2d 528, 73-1 U.S. Tax Cas. (CCH) ¶ 12,926 (1973) (quoting from U.S. Treasury regulations relating to Federal estate taxes, at 26 C.F.R. sec. 20.2031-1(b)).

The term *fair market value* is used throughout the Internal Revenue Code among other federal statutory laws in the USA including Bankruptcy, many state laws, and several regulatory bodies.

Source: to wit, Internal Revenue Service Notice 2005-43

Scope of the Appraisal

The scope of this appraisal involved the systematic research and analysis necessary to reach a value conclusion for the subject.

- Appraisal and appraisal report comply and are consistent with:

- Current edition of USPAP (Uniform Standards of Professional Appraisal Practice).
- The Code of Ethics of the Appraisal Institute.
- An Appraisal Report format according to USPAP Standards.
- Valuation date: “As-Is” as of December 21, 2021, the date of inspection.
- Inspection of subject
 - Sam Romanaggi and Rick Barrier made an on site inspection on December 21, 2021. We did not inspect the interior of the sheds.
 - “Inspection” is a term of art and does not imply that a building inspection was performed. It is simply a viewing of the property. The appraisers take no responsibility as to the serviceability or defects, if any, of the improvements, soil conditions, or of any other detrimental property conditions.
- Review of materials obtained from public records at the City of West Linn and Clackamas County, as well as information provided by our client.
- Research, reporting and analysis of market data
 - Market data obtained through public and subscription sources, Costar Comps, RMLS, other published materials, discussions with realtors and investors familiar with the commercial and residential markets in the Portland Metropolitan area, or with other sources considered reliable.
- Machinery, FF&E, personal property, business enterprise value, and other intangible values, if any, are excluded from the scope of work, other than as identified in this report.
- The Sales Comparison approach is utilized to arrive at an opinion of land value.
- Sales data was confirmed via a participant to the transaction, or third party confirmation source generally considered reliable.
- The Cost Approach and Income Approach to value were not utilized; as in valuing land only the Sales Comparison Approach is used.
- Scope of work excludes any consideration of any proposed development, future improvements, site improvements or entitlements. The scope of work is for the subject underlying land.
- The Scope of work is to comply with the now pending Purchase Sale Agreement (“PSA”), with the Fair Market Value in consideration of Sec. 24 of the PSA as follows:
 “24. Chapter XI Designation. Buyer represents, warrants and covenants that: (i) within sixty (60) days after the Closing occurs, Buyer shall cause the Property to be designated as "City owned park or open space" under Section 46 of Chapter XI, West Linn Charter the "Chapter XI Designation"..

In order to satisfy the competency requirements of USPAP in the analysis of the property, we have relied on our experience in the appraisal of similar properties throughout the Portland Metropolitan area, the United States, and have consulted extensively with industry experts, and used industry-accepted sources of information and data.

Ownership History

The subject property is owned by West Linn School District 33. The property was listed for sale with Capacity Commercial Group in May 2021. There were multiple purchase offers from residential land developers interested in developing the site for residential subdivision development. The school district chose to take the site off the market later in 2021, and instead initiated a purchase and sale agreement (PSA) with the City of West Linn. The details of the PSA are discussed in the Highest and Best Use section, and a copy of the PSA is included in the Addenda. No other sales or listings of the subject reportedly have occurred in the past three years.

Legal Description

The subject property can be legally described by the State of Oregon ID 2S1E26AD Tax Lot 2200 and Clackamas County Property Identification Number 00388538. No recent preliminary title report was provided to the appraiser. We recommend a verification of the legal description by legal counsel before any transfer or conveyance of the property is made.

Marketing Time

The demand for vacant open space land in the Portland Metro Area is very limited. As properties with little economic value, these sites attract very few buyers. If the subject property were listed on the open market and considering the size of the subject property and limited number of potential buyers, we would anticipate a marketing period of 9 to 12 months,

Exposure Time

The reported marketing times are typically a good indicator of exposure times. Thus, we have concluded an exposure period of 9 to 12 months for the subject property.



Aerial View of the subject site

SUBJECT PHOTOGRAPHS



Facing north across interior of subject from east boundary



Facing northwesterly across the subject sport field



Facing northwesterly towards baseball field from parking lot on east side



Facing south with parking on the left and storage buildings on the right



Facing southwest across baseball diamond



Facing west across southerly area of subject

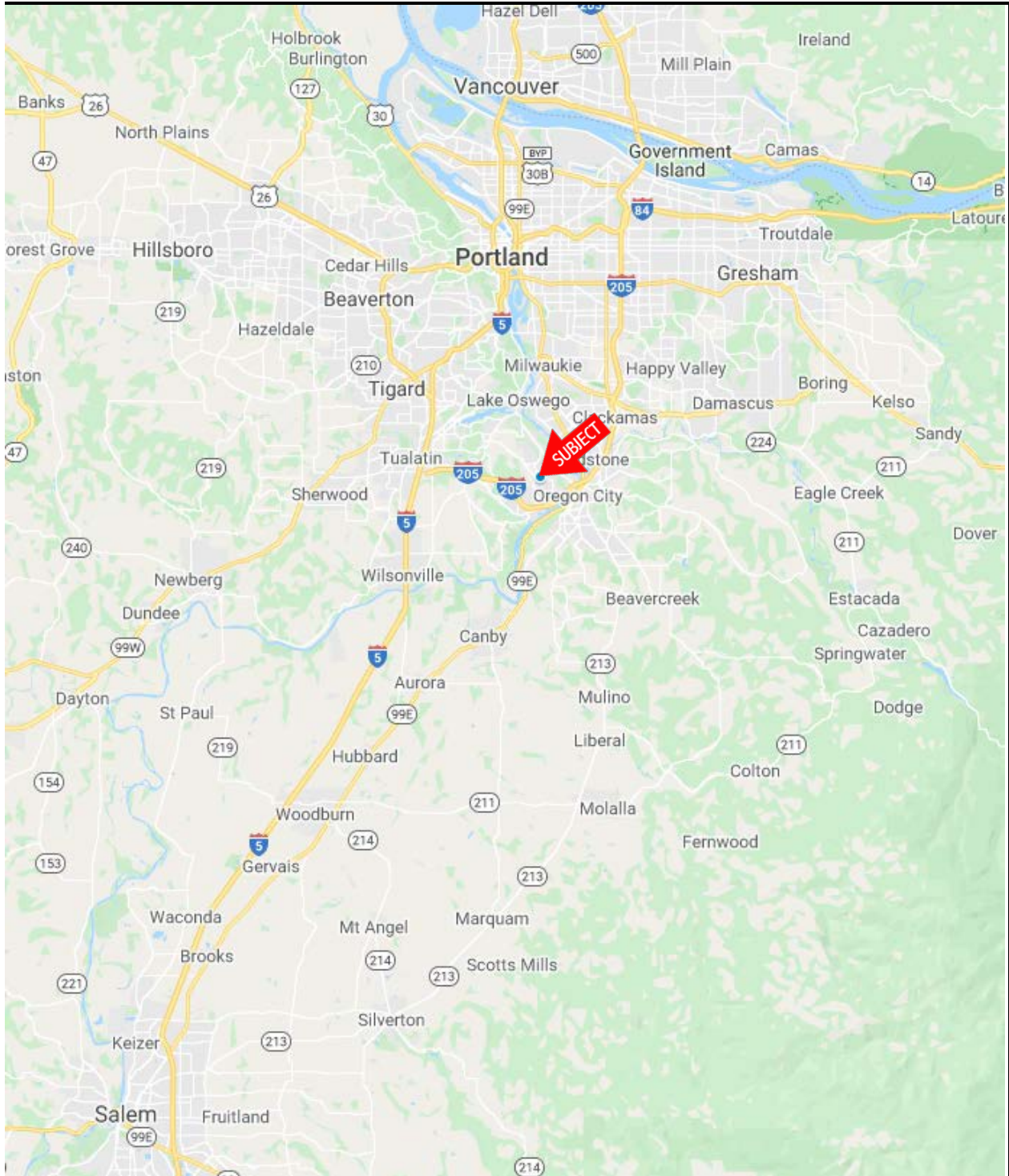


Facing north across Rosemont Road toward entrance driveway



Street scene facing west along Rosemont Road, subject to right

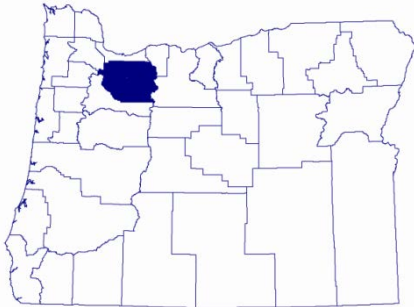
Regional Area Map



PORTLAND METROPOLITAN REGIONAL OVERVIEW

Introduction

The subject property is located in the city of West Linn, within Clackamas County. Clackamas, Multnomah, Washington, Columbia, and Yamhill Counties in Oregon and Clark and Skamania



Counties in Washington represent the seven counties that create the Portland Metropolitan Area. The Cities of Portland in Oregon and Vancouver in Washington are the geographical, political and cultural centers of the Metropolitan Area. As Portland is the dominant city in the region this regional description focuses primarily on the Portland Metropolitan Area.

Portland is a city located predominately in Multnomah County in the state of Oregon, near the confluence of the Willamette and Columbia rivers. The 2017 population estimate for the Portland Metropolitan Service Area (PMSA) was 2.45 million, making it the 25th most populous metropolitan area in the United States. Portland was incorporated in 1851 and is Oregon's most populous city, the third most populous city in the Pacific Northwest region, after Seattle, Washington and Vancouver, British Columbia.

During the 1970s, 1980s, and 1990s the city enjoyed substantial revitalization and earned a reputation for livability. Neighborhoods were preserved, a light rail transit system developed, reinvestment attracted to the downtown, and new suburban development contained within an urban growth boundary. The area's principal employers in the 1990s were wholesaling and transportation, services, and manufacturing, particularly a substantial electronics industry. Portland's location is beneficial for several industries. Relatively low energy cost, accessible resources, North-South and East-West Interstates, international air terminals, large marine shipping facilities, and both west coast intercontinental railroads are all economic advantages. Portland is often awarded "Greenest City in America" and "most green cities" designations. In 2016, the city was listed number 7 of the best places to retire in the U.S. by CBS MoneyWatch.

Population & Demographics

Based upon the most recent data from the Population Research Center at Portland State University (April, 2021) the City of Portland, in Multnomah County, had a July 2020 population of 662,235, which reflected an estimated increase of 13.9% over the 2010 population level.

Clackamas County had a July 2020 population of 426,515, an increase of 13.1% over the 2010 population. The State of Oregon had a July 2020 population of 4,268,055, an increase of 11.2% over the 2010 population. The Metro's and Clackamas County population increase over the past decade have outpaced both the states of Oregon and Washington, and this trend is expected to continue over the next 5 years

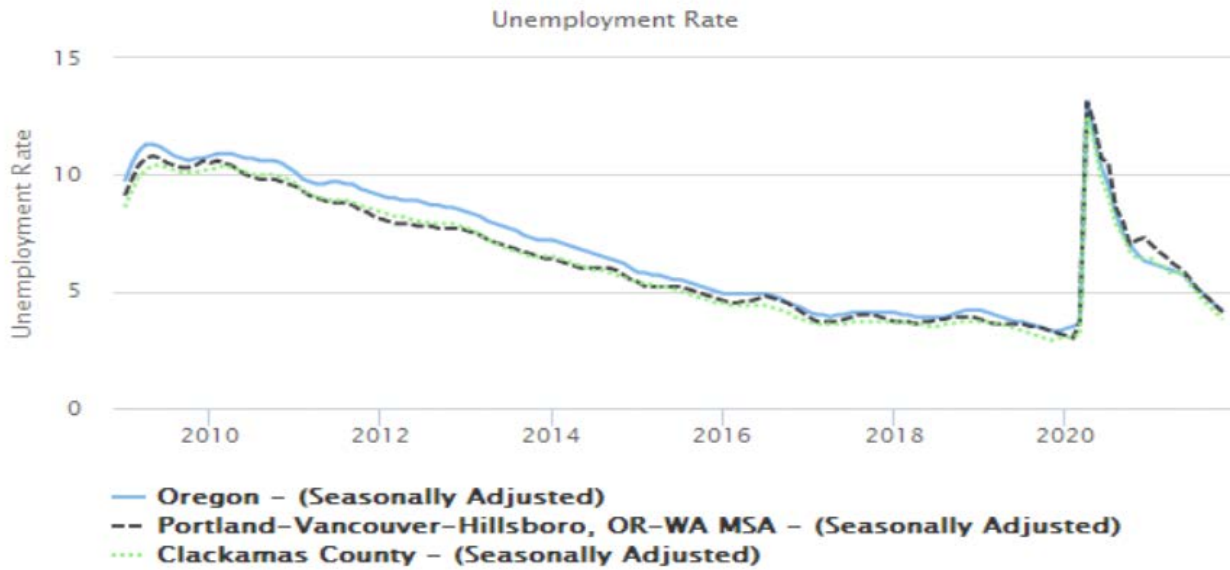
County and Cities	July 1 Population Estimates										
	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010rev
OREGON	4,268,055	4,236,400	4,195,300	4,141,100	4,076,350	4,013,845	3,962,710	3,919,020	3,883,735	3,857,625	3,837,300
CLACKAMAS	426,515	423,420	419,425	413,000	404,980	397,385	391,525	386,080	381,680	378,480	376,780
Barlow	135	135	135	135	135	135	135	135	135	135	135
Canby	17,210	16,950	16,800	16,660	16,420	16,010	16,010	15,910	15,865	15,830	15,830
Damascus**		Disincorporated			10,625	10,625	10,625	10,595	10,585	10,575	10,540
Estacada	4,035	3,725	3,400	3,280	3,155	3,085	2,935	2,900	2,850	2,850	2,730
Gladstone	11,945	11,905	11,880	11,840	11,660	11,505	11,495	11,495	11,495	11,495	11,495
Happy Valley	22,400	21,700	20,945	19,985	18,680	17,510	16,480	15,575	14,965	14,330	14,100
Johnson City	565	565	560	565	565	565	565	565	565	565	565
Lake Oswego (part)*	36,910	36,545	35,645	34,920	34,855	34,730	34,538	34,427	34,206	34,165	34,067
Milwaukie	20,600	20,535	20,525	20,550	20,510	20,505	20,485	20,500	20,435	20,400	20,290
Molalla	9,910	9,885	9,625	9,610	9,085	8,940	8,820	8,110	8,110	8,110	8,110
Oregon City	35,885	35,570	34,860	34,610	34,240	33,940	33,760	33,390	32,500	32,220	31,995
Portland (part)*	770	770	770	770	766	762	760	749	749	747	744
Rivergrove (part)*	475	470	470	464	459	458	451	411	386	344	258
Sandy	11,650	11,075	10,990	10,855	10,655	10,395	10,170	9,990	9,880	9,780	9,655
Tualatin (part)*	3,120	3,065	2,925	2,911	2,911	2,864	2,903	2,904	2,905	2,869	2,869
West Linn	25,975	25,905	25,830	25,695	25,615	25,605	25,540	25,425	25,370	25,250	25,150
Wilsonville (part)*	23,010	22,730	22,345	21,835	21,260	20,476	19,594	19,187	18,267	17,421	17,385
Unincorporated	201,920	201,890	201,720	198,315	183,383	179,275	176,259	173,811	172,412	171,395	170,862

Employment

The following data and charts are from the State of Oregon Employment Division.

The Portland MSA (Portland-Vancouver-Hillsboro), Clackamas County and Oregon's seasonally adjusted unemployment rate had come down steadily over the past several years, settling at or around the March 2020 rate of 3.5%. However, with the impact of the Coronavirus pandemic, Oregon unemployment shot up to 13.2% in April 2020. For the past year unemployment has gradually declined, reaching a new recent low of 4.2% in November 2021. The following chart compares Portland MSA and Clackamas County unemployment rates with the State of Oregon as a whole. Portland's and Clackamas County unemployment rates have tracked very closely with the State as a whole, and in November 2021 were at 4.1% and 3.8%, respectively. The chart is followed by detailed monthly unemployment rates for the past ten years for the State of Oregon, Clackamas County and the Portland MSA.

Local Area Unemployment Statistics



Source: Oregon Employment Department Qualityinfo.org

Oregon

Oregon

Unemployment Rate (Seasonally Adjusted)

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Source: Oregon Employment Department Qualityinfo.org

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2009	9.7	10.5	11.0	11.3	11.3	11.2	11.0	10.8	10.7	10.6	10.7	10.7	10.8
2010	10.8	10.9	10.9	10.9	10.8	10.7	10.7	10.6	10.6	10.6	10.5	10.3	10.7
2011	10.1	9.8	9.7	9.6	9.6	9.7	9.7	9.6	9.6	9.4	9.3	9.2	9.6
2012	9.1	9.0	9.0	8.9	8.9	8.9	8.8	8.7	8.7	8.6	8.6	8.5	8.8
2013	8.4	8.3	8.2	8.0	7.9	7.8	7.7	7.6	7.4	7.3	7.2	7.2	7.8
2014	7.2	7.1	7.0	6.9	6.8	6.7	6.6	6.5	6.4	6.3	6.2	6.0	6.7
2015	5.8	5.8	5.7	5.7	5.6	5.5	5.5	5.4	5.3	5.2	5.1	5.0	5.5
2016	4.9	4.9	4.9	4.9	4.9	4.9	4.9	4.8	4.7	4.5	4.4	4.3	4.7
2017	4.1	4.0	4.0	3.9	4.0	4.0	4.1	4.1	4.1	4.1	4.1	4.1	4.1
2018	4.1	4.0	4.0	3.9	3.9	3.9	3.9	3.9	4.0	4.1	4.2	4.2	4.0
2019	4.2	4.1	4.0	3.9	3.8	3.7	3.7	3.6	3.5	3.4	3.3	3.3	3.7
2020	3.4	3.5	3.6	13.2	11.7	10.3	9.6	8.4	7.5	7.0	6.6	6.3	7.6
2021	6.2	6.1	6.0	5.9	5.8	5.6	5.2	5.0	4.7	4.4	4.2	-	-

Portland-Vancouver-Hillsboro, OR-WA MSA

Unemployment Rate

(Seasonally Adjusted)

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Source: Oregon Employment Department Qualityinfo.org

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2009	9.1	9.8	10.4	10.7	10.8	10.7	10.5	10.4	10.3	10.3	10.4	10.6	10.4
2010	10.5	10.6	10.5	10.4	10.2	10.0	9.9	9.8	9.8	9.8	9.7	9.6	10.1
2011	9.5	9.3	9.1	9.0	8.9	8.8	8.8	8.8	8.7	8.5	8.4	8.2	8.8
2012	8.1	8.0	7.9	7.9	7.9	7.8	7.8	7.8	7.7	7.7	7.7	7.7	7.8
2013	7.6	7.5	7.4	7.2	7.1	7.0	6.9	6.8	6.7	6.6	6.5	6.4	7.0
2014	6.4	6.3	6.2	6.1	6.0	6.0	6.0	6.0	6.0	5.9	5.7	5.5	6.0
2015	5.4	5.2	5.2	5.2	5.2	5.2	5.2	5.1	5.0	4.9	4.8	4.7	5.1
2016	4.6	4.5	4.5	4.6	4.6	4.7	4.8	4.7	4.6	4.5	4.3	4.1	4.5
2017	3.9	3.7	3.7	3.7	3.7	3.8	3.9	4.0	4.0	4.0	3.9	3.8	3.8
2018	3.7	3.7	3.7	3.6	3.7	3.7	3.8	3.8	3.9	3.9	3.9	3.9	3.8
2019	3.8	3.7	3.6	3.6	3.6	3.6	3.6	3.5	3.5	3.4	3.3	3.2	3.5
2020	3.1	3.0	3.7	13.1	12.2	10.7	10.5	8.6	8.0	7.0	7.2	7.3	7.8
2021	7.0	6.7	6.5	6.2	6.0	5.7	5.3	4.9	4.7	4.4	4.1	-	-

Clackamas County

Unemployment Rate

(Seasonally Adjusted)

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Source: Oregon Employment Department Qualityinfo.org

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2009	8.6	9.3	9.9	10.2	10.4	10.4	10.3	10.2	10.1	10.1	10.1	10.2	10.0
2010	10.2	10.3	10.4	10.3	10.2	10.1	10.0	10.0	10.0	10.0	9.9	9.8	10.1
2011	9.6	9.3	9.2	9.0	9.0	8.9	8.9	8.9	8.8	8.7	8.6	8.5	8.9
2012	8.4	8.3	8.2	8.2	8.1	8.0	8.0	7.9	7.9	7.9	7.9	7.8	8.0
2013	7.7	7.6	7.4	7.2	7.1	6.9	6.8	6.7	6.6	6.5	6.5	6.5	7.0
2014	6.5	6.4	6.3	6.2	6.1	6.0	5.9	5.9	5.8	5.7	5.6	5.5	6.0
2015	5.4	5.3	5.3	5.2	5.2	5.1	5.0	4.9	4.8	4.7	4.6	4.5	5.0
2016	4.5	4.4	4.4	4.4	4.4	4.4	4.4	4.3	4.2	4.1	3.9	3.8	4.3
2017	3.7	3.6	3.6	3.6	3.6	3.6	3.7	3.7	3.7	3.7	3.7	3.7	3.7
2018	3.7	3.7	3.6	3.6	3.6	3.5	3.5	3.6	3.6	3.7	3.7	3.7	3.6
2019	3.7	3.7	3.6	3.6	3.5	3.4	3.3	3.2	3.1	3.0	2.9	3.0	3.3
2020	3.0	3.1	3.1	12.5	11.4	9.8	9.1	7.9	7.4	6.7	6.4	6.4	7.2
2021	6.4	6.1	6.0	5.7	5.9	5.5	5.1	4.7	4.4	4.1	3.8	-	-

The decrease in unemployment levels in the Portland MSA prior to the Coronavirus was attributable primarily to increasing employment and job opportunities. However, as the following chart depicts, the steady climb in employment in the Portland MSA ended dramatically in April 2020 and is continuing to recover.



January 11, 2022

Page 1 of 2

**Portland-Vancouver-Hillsboro, OR-WA MSA Nonfarm Employment
(seasonally adjusted)
Official Oregon Series**

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Source: Oregon Employment Department QualityInfo.org

Industry	Nov 2021	Oct 2021	Nov 2020	Change -month-	Change -year-	% Change -month-	% Change -year-
Total nonfarm employment	1,200,900	1,191,000	1,138,200	9,900	62,700	0.8%	5.5%

* The Portland-Vancouver-Hillsboro MSA includes all of Clackamas, Columbia, Multnomah, Washington and Yamhill counties in Oregon, and Clark and Skamania counties in Washington State.,

Source for preceding tables and charts: Portland Metropolitan Labor Trends - Oregon Employment Department

Total non-farm employment in the Portland MSA in November 2021 reached the level of 1,200,900, 5.5% higher than a year earlier, but still below the pre-recession employment levels.

Government

Portland has a commission-based government headed by a mayor, four other commissioners, and an auditor. Each is elected citywide to serve a four year term. The auditor provides checks and balances in the commission form of government and accountability for the use of public

resources. In addition, the auditor provides access to information and reports on various matters of city government.

The city and region are noted for strong land-use planning and investment in light rail, supported by Metro, a distinctive regional government. Because of its public transportation networks and efficient land use planning, Portland has been referred to as one of the most environmentally friendly, or "green", cities in the world.

Portland and its surrounding metropolitan area are served by METRO, the United States' only directly elected metropolitan planning organization. Metro's charter gives it responsibility for land use and transportation planning, solid waste management, and map development. Metro also owns and operates the Oregon Convention Center, Oregon Zoo, Portland Center for the Performing Arts, and Portland Metropolitan Exposition Center. The Multnomah County government provides many services to the Portland area, as do Washington and Clackamas counties to the west and south.

Portland is often cited as an example of a city with strong land use planning controls; This is largely the result of statewide land conservation policies adopted in 1973 under Governor Tom McCall, in particular the requirement for an urban growth boundary (UGB) for every city and metropolitan area. The opposite extreme, a city with few or no controls, is typically illustrated by Houston, Texas.

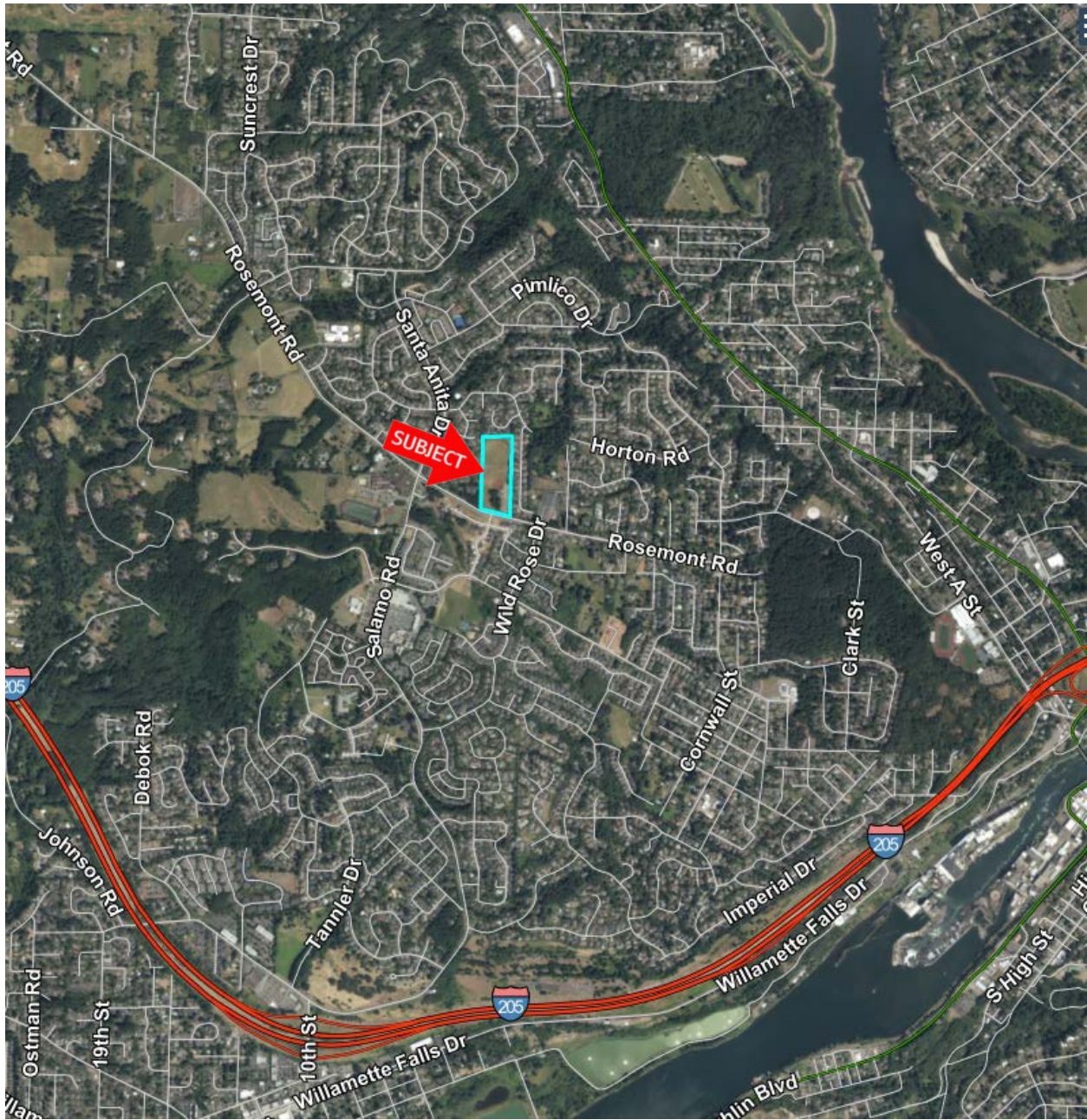
Portland's urban growth boundary, adopted in 1979, separates urban areas (where high-density development is encouraged and focused) from traditional farm land (where restrictions on non-agricultural development are very strict). This was atypical in an era when automobile use led many areas to neglect their core cities in favor of development along interstate highways, in suburbs, and satellite cities.

The original state rules included a provision for expanding urban growth boundaries, but critics felt this wasn't being accomplished. In 1995, the State passed a law requiring cities to expand UGBs to provide enough undeveloped land for a 20 year supply of future housing at projected growth levels.

Conclusion

The Portland Metropolitan area and Oregon have experienced some of the highest unemployment rates nationally during the recent recession. This is considered due in part to a variety of factors from taxation, overall location and a general lack of larger, institutional and corporate employment

opportunities. However, unemployment has been dropping rapidly over the past ten years, and is now leveling off at below-recession levels. The overall population of the Portland metropolitan area is expected to increase, however at a slower rate than in the past. Portland continues to serve as a city of high livability with long-term immigration anticipated into the future. The region benefits by a diverse mix of industries and natural resources with a concerted political desire to focus on green industries and trades.



NEIGHBORHOOD MAP

NEIGHBORHOOD AREA ANALYSIS

The subject property is located in the city of West Linn. The subject's "Rosemont" community is an established residential neighborhood, with nearly all single family residences. The area is located along Rosemont Road, which is a collector street that provides access to I-205 and the City of Lake Oswego. The City of West Linn is known for its affluence and well-respected school

system. The 2020 census reported median household income for the city of \$111,042. Only 5.1% of the residents are considered to live in poverty. The area to the east of the subject is exclusively residential, with numerous upscale residential neighborhoods. The city's population historically grew steadily, but in recent years has leveled off. The 1860 census listed 225 residents. By 1920, the number had grown to 1,628. The 1960 census set the population at 2,923, and by 1970, West Linn had grown to more than 7,000. The city's population has continued to grow each year. Currently, the city's population is 25,975.

Following are some of the awards or rankings of the City of West Linn in recent years, as reported in the West Linn website. (<https://westlinnoregon.gov/community/awards>)

2019

West Linn was ranked No. 8 out of 50 in **Chamber of Commerce's Best Cities to Live in Oregon – 2019**.

Niche.com votes West Linn No. 2 out of 100 in their **2019 Best Suburbs to Buy a House in Oregon** list.

2017

West Linn was ranked Oregon's No. 1 crime-free city according to FBI data by **Oregonlive.com**.

West Linn ranked No. 38 out of 50 in **Money Magazine's Best Places to Live 2015**.

Movoto names West Linn No. 2 out of top **5 Best Portland Suburbs to Live in**, citing our great parks and recreation options and top marks for West Linn schools.

Only in Your State ranked West Linn as the safest and most peaceful place to live in Oregon.

Family Circle Magazine names West Linn as one of the top 10 cities to raise a family.

The city of West Linn was named a **2015 Tree City USA** by the Arbor Day Foundation in honor of its commitment to effective urban forest management.

The city of West Linn was named the third **safest city in the state** of Oregon and the safest big city in the state by **Value Penguin**.

Neighborhood Scout ranks West Linn at No. 57 out of the nation's **top 100 safest cities** - the only city in Oregon to make the list.

Neighborhood Boundaries

The general boundaries for the subject site are considered to be Hidden Springs Road to the north, Interstate 205 to the west and south, and the Willamette River to the east.

Residential Uses

The subject neighborhood is nearly all single family residences. There are a few apartment complexes in the general area, mainly along the Willamette Drive (Hwy-43) corridor, along other forms of housing.

Commercial Uses

There are a variety of shopping and support services located at the 1-205/Highway 43 interchange, as well as in nearby Lake Oswego. The Cascade Summit Town Square Shopping Center, located in the Rosemont/Tanner area of West Linn, is a 129,000 square foot center anchored by a Safeway grocery store. The development also includes two 16,000 square foot office buildings, one of which houses the West Linn City Hall.

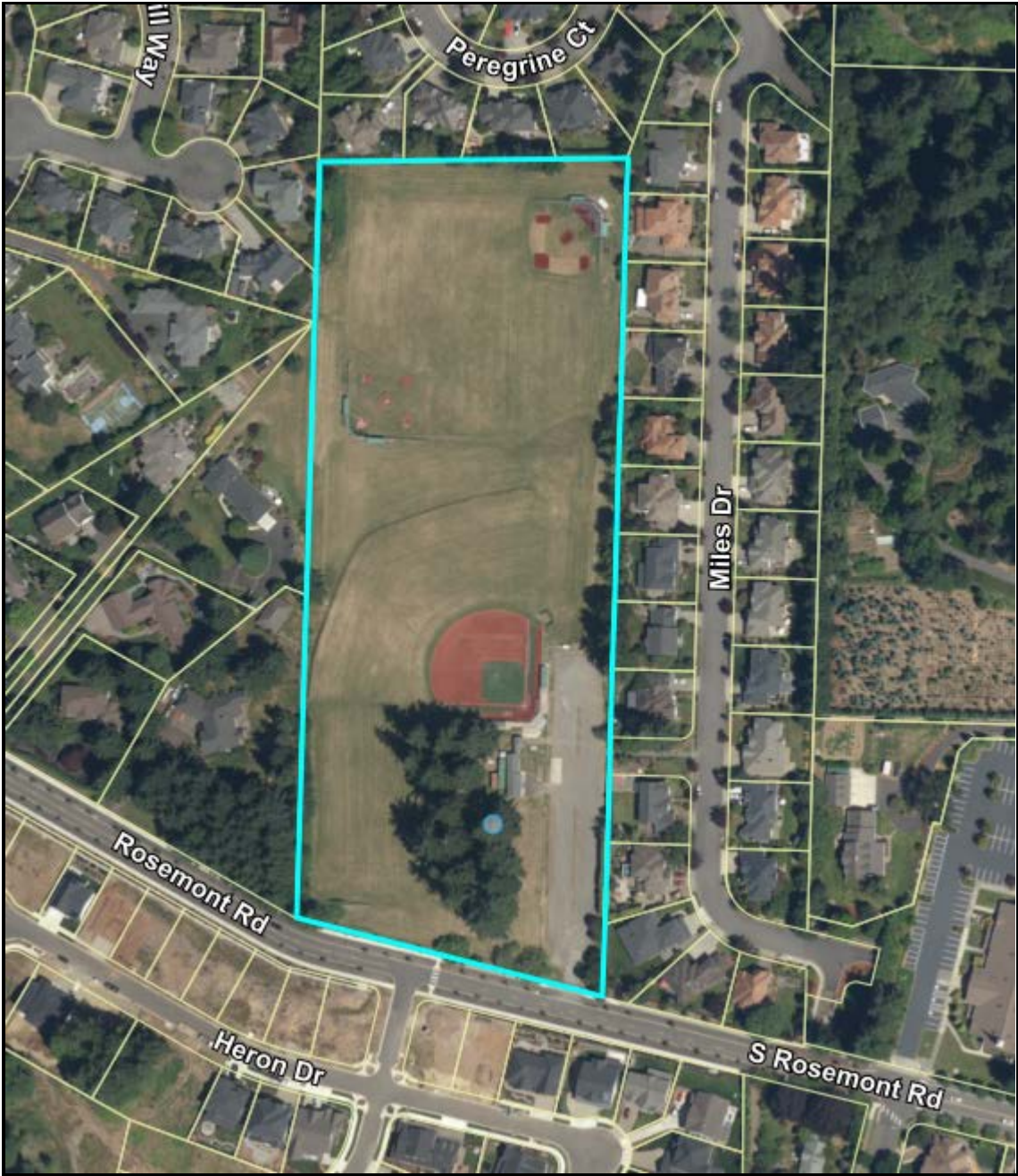
Transportation

There is limited local public transit serving the subject neighborhood. Bus service is provided along Hwy-43 as well as to the south near the town of Willamette. The closest bus transit center is the Oregon City Transit Center/Clackamas Town Center, located on the east side of the Willamette River in old the downtown of Oregon City. The subject is located along Rosemont Road, which is a collector street that provides access to I-205 and the City of Lake Oswego.

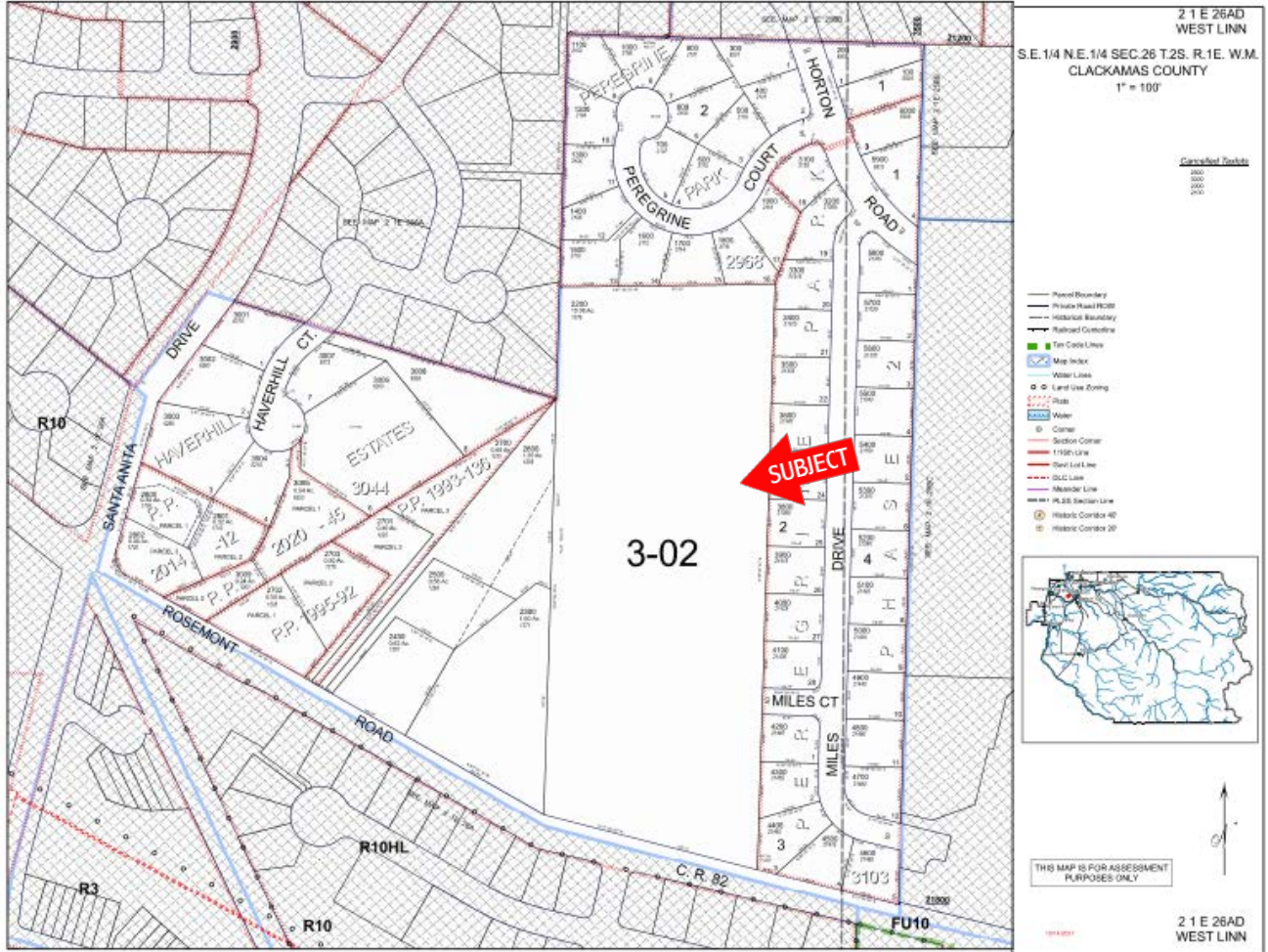
Conclusion

The Rosemont community is a highly regarded residential area, with good access to freeways, a highly respected school district, and a generally affluent population. Overall this community is considered to be an attractive, healthy, and economically viable area with an expectation of continued economic and social stability

PROPERTY DESCRIPTION



Aerial View of Subject Property



Plat Map of Subject Property
 (a portion of Plat Map 2S1E26)

Site Description

The following description of the site is based upon our physical inspection of the subject and information provided by the client and municipality.

Street Address-Situs:	1275 Rosemont Road, West Linn, OR
Site Area:	10.04 Acres, per Clackamas County records
Shape & Topography:	The subject is rectangular in shape, level and at grade with the surrounding streets.
Access:	The subject is accessed by Rosemont Road, with a single curb cut. The site is approximately 1.5 miles east and north of the I-205 Freeway, which provides good access to Portland and other points north as well the I-5 Freeway to the west. Overall access is considered typical of sites in the immediate area.
Abutting Properties:	North – Single family residential homes South – Rosemont Road, then single family residential homes East - Single family residential homes West - Single family residential homes
Easements:	We did not receive a current title report. We did receive a title policy from Pioneer National Title Insurance Company effective July 1, 1969, which did not appear to reflect any adverse easements affecting the subject (Included in Addenda). From our site inspection we did not identify any easements or encroachments. This appraisal assumes that no other easements or encumbrances are present that would negatively affect the site.
Environmental:	<p>We noted no evidence of the presence of hazardous wastes in the land or improvements at the subject. It should be noted that the appraisers are not qualified to detect hazardous wastes and/or toxic materials. Any comment by the appraisers that might suggest that the existence or absence of such substances should not be taken as confirmation or denial of the presence of hazardous wastes and/or toxic materials. Such determination would require an investigation by a qualified expert in the field of environmental assessment.</p> <p>The presence of substances such as asbestos or urea-formaldehyde foam insulation or other potentially hazardous material may affect the value of the property. Our value</p>

estimate is predicated on the assumption that there is no such material on or in the subject that would cause a loss in value.

No responsibility is assumed for any environmental conditions or for any expertise or engineering knowledge required to discover them. The descriptions and comments are the result of the routine observations made during the appraisal process.

- Utilities: The subject site is fully served with municipal utilities.
- Zoning: R-10, as zoned by the City of West Linn (see following Zoning and Other Use Restrictions section for details.)
- Flood Zone: According to FEMA Flood insurance rate map #41005C0257D with effective date of June 17, 2008, the subject lies within Zone X with a .2% Annual Chance Flood Hazard. (See flood map following.)



FEMA Flood Map of Subject Area

- Site Improvements/Landscaping: The parking area is gravel. The site is partially fenced, with most of the fencing about 4' to 6' high chain link. There is one entrance with a gate. Much of the property is grass, with a clump of large trees in the southwest site area.

Improvements

The subject has historically been used as a community recreational facility. It is improved with three baseball/softball fields, including dugouts, parking and storage building. As discussed previously, the scope of work is limited to the underlying land excluding any improvements

Property Taxes and Assessments

The subject property consists of a single tax lot assessed by Clackamas County. The following table shows the assessed values and real estate taxes in the most recent 2021-2022 tax year for the property. The property is owned by the West Linn School District and is tax exempt, thus no tax liability shown.

Property Tax Summary - 2020-21

APN	Market Value			Assessed Value	Taxes
	Land	Imp.	Total		
388538	\$577,249	\$85,910	\$663,159	\$395,906	\$0

Measure 50 Overview

Measure 50, passed by Oregon voters in 1997, slowed and stabilized property tax growth, but the tax system also results in taxes not declining when property values decline. Taxes are based on Assessed Value (AV) rather than Real Fair market value (RMV) which reflects the estimated sale value of the property as of January 1 of that year. With some exceptions like new construction or major remodeling, taxes will grow 3% each year, plus whatever bonds or levies are approved in their area and minus any expiring bonds or levies.

Zoning and Other Use Restrictions

The subject property is currently zoned R-10, Residential, by the City of West Linn. This zoning requires a minimum lot size of 10,000 square feet, and allows primarily single family residences. While this appraisal is based upon the Hypothetical Condition as 'open space', following are excerpts from the West Linn zoning code:

11.010 PURPOSE

The purpose of this zone is to provide for urban development at levels which relate to the site development limitations, proximity to commercial development and to public facilities and public transportation. This zone is intended to implement the Comprehensive Plan policies and locational criteria, and is applicable to areas designated as Low Density Residential on the Comprehensive Plan Map and Type I and Type II lands identified under the Buildable Lands Policy.

11.030 PERMITTED USES

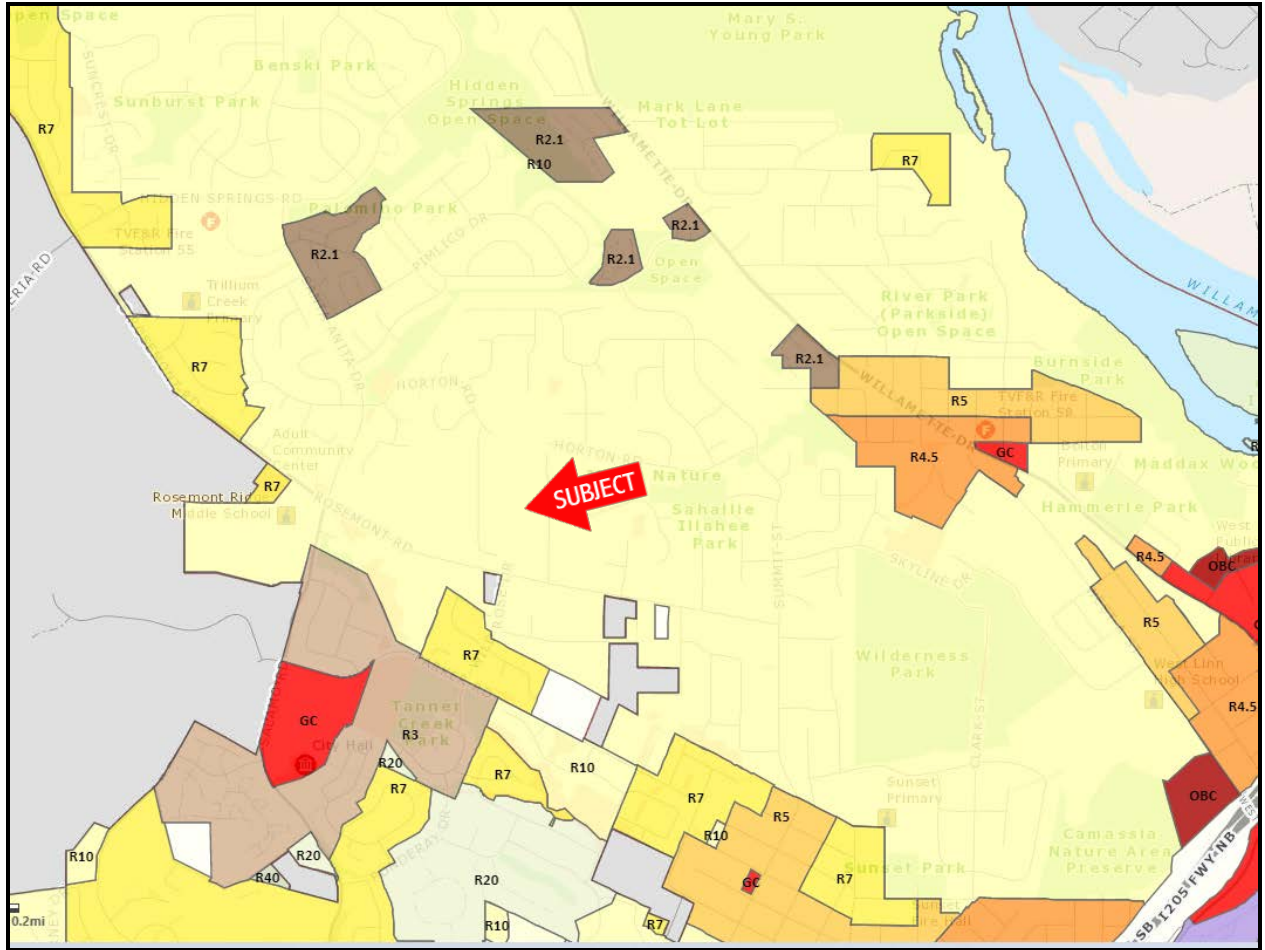
The following are uses permitted outright in this zoning district:

1. Single-family detached residential unit.
2. Community recreation.
3. Family day care.
4. Residential home.
5. Utilities, minor.
6. Transportation facilities (Type I).
7. Manufactured home.

As noted above, although the subject site is currently zoned R-10, this appraisal is based on the Hypothetical Condition that the site will be designated as "City owned park or open space" after the property is transferred to the City of West Linn. Following is the language from the PSA between the City and the School District:

Chapter XI Designation. Buyer represents, warrants and covenants that: (i) within sixty (60) days after the Closing occurs, Buyer shall cause the Property to be designated as "City owned park or open space" under Section 46 of Chapter XI, West Linn Charter (the "Chapter XI Designation"); and (ii) Buyer shall include in the Ballot Measure language clearly evidencing Buyer's intent and obligation under this Contract to subject the Property to the aforementioned Chapter XI Designation within sixty (60) days after Closing. The terms of this Paragraph 24 shall survive closing until such time as the Chapter XI Designation occurs.

Neighborhood Zoning Map



HIGHEST AND BEST USE

Highest and best use is defined as the reasonably probable use of property that results in the highest value. The four criteria that highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. (*The Dictionary of Real Estate Appraisal*, 6th Ed.).

In appraisal practice, the concept of highest and best use represents the premise upon which value is based. However, it must be recognized that a determination of highest and best use results from the appraiser's judgment and analytical skill, and is not necessarily a fact to be found. Rather, it is the appraiser's task to estimate the most probable use of a property within the range of legally permissible uses.

The above definition of highest and best applies to use of a site as vacant, as well as to a property as improved. When a site contains improvements, the highest and best use may be determined to be different from the existing use. The existing use will continue unless and until the land value in its highest and best use exceeds the sum of the value of the entire property in its existing use plus the cost to remove the improvements.

The highest and best use analysis attempts to interpret the competitive forces within the subject's market. Conclusions drawn from the highest and best use analysis dictate the selection of comparable market data used in the three approaches to value. They also impact the reconciliation and final value estimate.

As discussed, this appraisal is restricted to the valuation of the underlying land only, excluding the improvements. Thus, an As Improved analysis is excluded.

Highest and Best Use as Vacant

The highest and best use of a site as vacant assumes that a parcel is vacant or can be made vacant by demolishing any improvements. Land value depends on how the site can be utilized, depending on the four criteria mentioned above. Supply and demand in the surrounding market play an important part in this analysis.

Legally permitted uses are limited by zoning laws and by other governmentally enforceable limitations, such as building and occupancy codes, environmental laws, easements, leases, and deed restrictions. These factors, to the extent they are known to us, are discussed in detail under

the Site Description and Zoning and Other Use Restriction sections of this report. *The Scope of work is to comply with the now pending Purchase Sale Agreement ("PSA")*, with the Fair Market Value in consideration of Sec. 24 of the PSA as follows:

"24. **Chapter XI Designation.** Buyer represents, warrants and covenants that: (i) within sixty (60) days after the Closing occurs, Buyer shall cause the Property to be designated as "City owned park or open space" under Section 46 of Chapter XI, West Linn Charter the "Chapter XI Designation".

Thus the legal implications is the subject is not developable under the above requirements. It is recognized this is in conflict with the current zoning code.

Physically possible, the Site Description provided a discussion of the size, shape, frontage, and topography of the subject parcel. The subject benefits by its relative level topography, open spaces, and amenity trees. It is well located in a desirable single-family residential neighborhood..

Financial Feasibility uses must be supported by sufficient demand in the subject's competitive area to create an acceptable return to invested capital over the long term. In analyzing each potential highest and best use alternative, the income potential from those legally permissible and physically possible uses is considered. In this instance income production is not an element of feasibility, as the subject can only be used for city park or open space purposes.

Highest & Best Use "as-vacant" Conclusion

Considering all of the above factors, and based on the above discussion and analysis, the highest and best use of the underlying land of the subject property is for a City owned park or open space.

VALUATION THEORY

Three approaches are typically used to estimate value in an appraisal: the cost, sales comparison, and income capitalization approaches. These approaches, more fully described in the following pages, are related to each other, as they involve the gathering and analysis of cost, sales, and income data that pertain to the property being appraised. In all of the approaches, the most important data source is the local market. This applies not only to comparable sales but also to the determination of rent levels, vacancy rates, expenses, capitalization and yield rates, and construction costs. The three approaches generally indicate different value results, which must be reconciled in deriving the final value estimate.

Cost Approach

The Cost Approach recognizes that a prudent investor would not ordinarily pay more for the improvements than the cost to replace them new. The cost approach examines the physical value of the site (i.e., the current market value of the land) assumed vacant plus the depreciated value of the improvements. The depreciated value of the improvements is the cost to replace the improvement, less accrued depreciation resulting from physical deterioration, functional obsolescence, and external obsolescence. Physical deterioration measures the physical wearing out of the property as determined during the field inspection, functional obsolescence reflects the lack of desirability by reason of layout, style, or design, and external obsolescence denotes a loss of value from causes outside the property itself. This approach is particularly useful in valuing new or nearly new improvements and properties that are not frequently exchanged in the market.

Sales Comparison Approach

The Sales Comparison Approach estimates value based on what other purchasers and sellers in the market have agreed to as prices for comparable improved properties. This approach is based upon the principle of substitution, which states that the limits of prices, rents, and rates tend to be set by the prevailing prices, rents, and rates of equally desirable substitutes. In conducting the sales comparison approach, we gather data on reasonably substitutable properties and make adjustments for such factors as market conditions, location, conditions of sale, income characteristics, etc. The resulting adjusted prices lead to an estimate of the price one might expect to realize upon sale of the property.

Income Capitalization Approach

The Income Capitalization Approach simulates the reasoning of an investor who views the cash flows that would result from the anticipated revenue and expense on a property throughout its lifetime. The net income figure developed in the analysis is the balance of potential income remaining after vacancy and collection allowances and operating expenses. This net income is then capitalized at an appropriate rate to derive an estimate of value. Thus, two key steps are involved: (1) estimating the net income applicable to the subject and (2) choosing an appropriate capitalization rate. The appropriate rate is one that will provide both a return on the investment and a return of the investment over the life of the particular property.

Correlation and Conclusion

In the following analysis, only the Sales Comparison Approach will be utilized. As the subject is land only, the Cost and Income Capitalization Approaches are not deemed applicable.

SALES COMPARISON APPROACH – LAND VALUATION

Site Value Overview

The sales comparison approach to value is based on the analysis of prices paid for similar properties. This approach is based on the principle of substitution, which states that a purchaser will pay no more for any particular property than it would cost to produce or acquire an equally desirable alternate property. The validity of this approach is predicated on the assumption that continuity exists between similar properties with comparable levels of utility and their market values. The reliability of this technique is dependent upon the availability of sales data as well as upon the number and kind of adjustments required to account for differences among the comparable sales in relation to the property.

This report and valuation is based on the Hypothetical Condition that the subject site will be "City owned park or open space" once the property is transferred from the school district to the City. Based on this condition, the only permitted use is as park or open space. Therefore, in our analysis, we considered only sales and listings of similar open space or park land parcels in the subject's West Linn market area. Due to current market conditions and the dearth of open space land sales, there was limited relevant recent sales data in the subject's immediate area. Therefore, our search was expanded to include other competing areas within the Portland Metropolitan Area, as well as sales in the past several years. In addition, current listings of similar properties were also analyzed.

The sale prices were adjusted to reflect the differences in the terms and conditions of sale, if any, which include property rights conveyed, financing conditions of sale, and expenditures immediately after purchase, such as extraordinary site or utility work, etc. Next, the sales were compared on a qualitative basis to determine differences in physical characteristics such as location, size, access, exposure, and zoning. A quantitative adjustment for market conditions was considered. The sales selected for analysis occurred between August 2015 and November 2021. In our review and analysis we have found that the value of open space or recreation properties is generally less impacted than residential or commercial properties by fluctuations in the overall real estate market. The values of such open space properties tend to remain relatively constant over time. Therefore, no adjustment for date of sale appears necessary.

The unit of comparison used in this analysis is the price per acre, chosen because it is the industry standard land parcels such as the subject. A summary of land sales and a location map is located on the following pages, with photographs and discussion of each comparable following.

COMPARABLE OPEN SPACE LAND SALES

Oppenlander Field

Prepared January 2022 by [Romanaggi Valuation Services, LLC](#)

	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4
Location	West Linn	Clackamas River, Eagle Creek, OR	18th St @Abernathy Creek, Oregon City	Near SE Stark St on Sandy River, Troutdale	NE Clara Smith Rd, Corbett
County	Clackamas	Clackamas	Clackamas	Multnomah	Multnomah
APN	388538	00641354,00641143	563116, 562135	R341510	R322239
Transaction Details					
Sale Date	---	9/20/17	9/27/16	7/20/20	11/18/21
Sale Price	---	\$30,000	\$20,000	\$45,000	\$25,000
Grantor	---	Cherle McGinnis	Schniable, Rhoads, et al	Kevin Pedigo	Frank Windust
Grantee	---	Jessee Dill	Gangpur Investments LLC	Leean Rosenbarger	Lom Phouthavongxay
Property Size (Acres)	10.04	11.86	6.21	6.64	2.59
Overall \$/Acre	---	\$2,530	\$3,221	\$6,777	\$9,653
Physical Data					
Zoning	R-10	TBR	R-6	RR	GGR-5
Homesites Allowable	None (excluded)	None	None Likely	None Likely	None
Utilities	Available	None	Power available	None	None
Shape	Rectangular	Irregular	Irregular	Irregular	Irregular
Topography	Level	Low-Lying	Sloping & Low-Lying	Sloping & Low-Lying	Steep slope
Road Access	Paved Road	None-Boat Only	Paved Road	None-Boat Only	Paved Road
Characteristics	Open Space	No dwelling allowed, island in middle of Clackamas River	Steep slopes, wetlands, no development	Unbuildable, private recreational, river access only	Unbuildable, private recreational
View/Amenities	Territorial, Trees	Clackamas River	Abernathy Creek	Sandy River	Trees
Outbuildings, etc.	Storage buildings	None	None	None	None

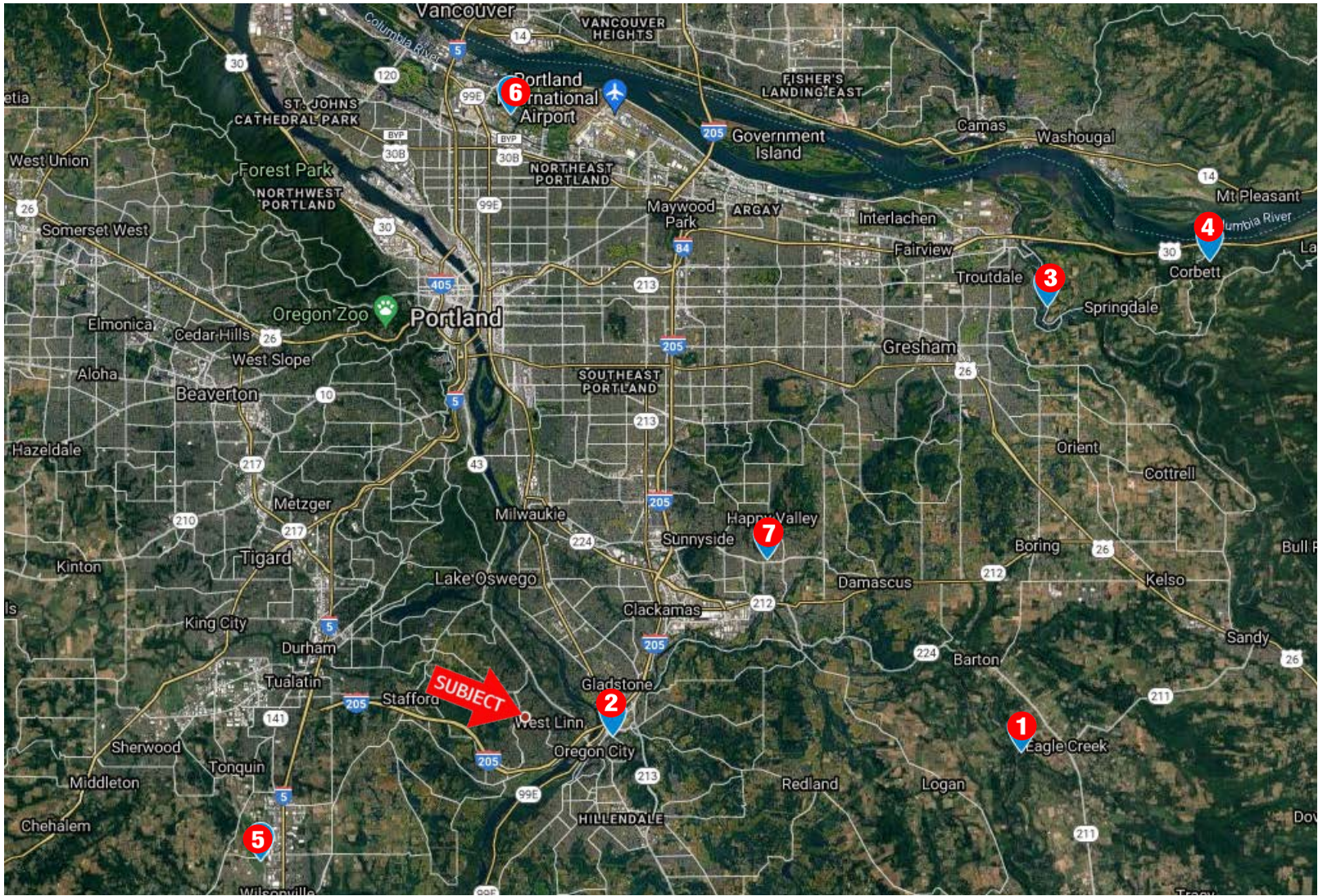
COMPARABLE OPEN SPACE LAND SALES

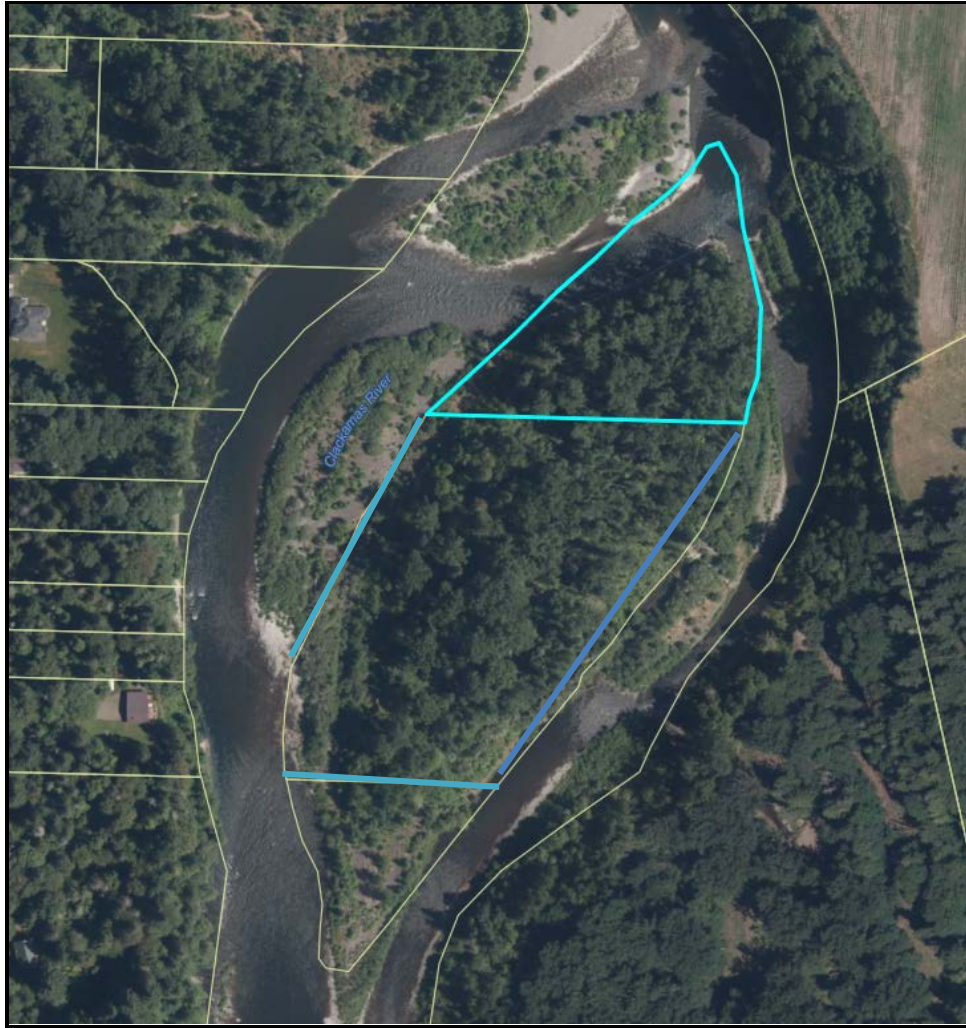
Oppenlander Field

Prepared January 2022 by [Romanaggi Valuation Services, LLC](#)

	Subject	Comparable 5	Comparable 6	Comparable 7
Location	West Linn	SW Boeckman Road, Wilsonville	NE 13th Avenue, S of NE Gertz Rd, Portland	E of SE Summerfield Way, Clackamas
County	Clackamas	Clackamas	Multnomah	Clackamas
APN	388538	810411	R171716	1836133
Transaction Details				
Sale Date	---	9/23/19	6/28/16	8/24/15
Sale Price	---	\$350,000	\$50,000	\$12,000
Grantor	---	Metro	Justine Saudan	Clackamas County
Grantee	---	Silver Leaf Farms	City of Portland	KCMG LLC
Property Size (Acres)	10.04	31.77	3.95	0.92
Overall \$/Acre	---	\$11,017	\$12,658	\$13,043
Physical Data				
Zoning	R-10	RAH	RF	VR 5-7
Homesites Allowable	None (excluded)	None Likely	None Likely	None
Utilities	Available	Power available	Power available	Power Available
Shape	Rectangular	Irregular	Irregular	Irregular
Topography	Level	Low-lying	Level	Sloping
Road Access	Paved Road	Paved Road	Paved Road	Paved Road
Characteristics	Open Space	Virtually all floodplain/ wetlands; hayed fields	Purchased by City of Portland for wetlands enhancement	Protected open space in Piper Meadows Subdivision
View/Amenities	Territorial, Trees	None	None	None
Outbuildings, etc.	Storage buildings	None	None	None

Comparable Land Sales Map





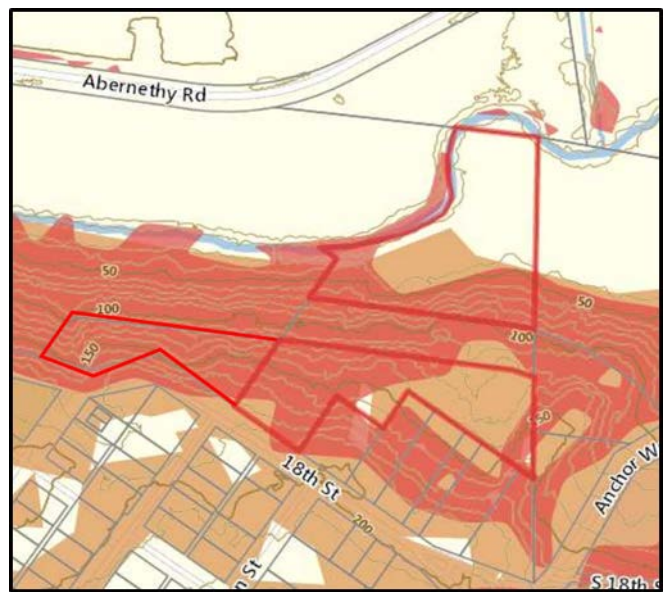
(No access for taking ground level picture of site.)

Comparable 1 is the September 2017 sale of an 11.86 acre vacant parcel located on an island in Clackamas River. The sales price was \$30,000, or \$2,530 per acre. The parcel included two contiguous tax lots. The site is irregular shaped and accessible only by boat, or possibly wading in low water times. This site is non-buildable, though a yurt is possible as a conditional use. A portion of the site is above the flood plain and it has no abutting utilities. The property was listed for over seven years.

In comparing the sale to the subject, an upward adjustment is required for the comparable's lack of access, utilities, and more remote location. Upward adjustments are also made for its irregular shape and flood plain impact. Overall, this sale is inferior to the subject and its sale price of \$2,530 per acre is considered to be below the lower range of value for the subject.



Comparable 2 is the September 2016 sale of a 6.21 acre vacant parcel located on 18th Street at Van Buren St, Oregon City, Oregon. The sales price was \$20,000, or \$3,221 per acre. The parcel included two non-contiguous tax lots bifurcated by Abernathy Creek. The site is irregular shaped and nearly all of the property has either slopes with greater than 25% slope (the red area in the map below), or else floodplains and wetlands along Abernathy Creek. According to the listing agent, development of this site would be extremely difficult or impossible. It is reported that the buyer had no immediate plans for this property.



In comparing the sale to the subject, an upward adjustment is required for the comparable's steep topographies, extensive wetlands, and lack of useable area. Overall, this sale is inferior to the subject and its sale price of \$3,221 per acre is considered to be below the lower range of value for the subject.



(Site is at a distance, no direct access)

Comparable 3 is the July 2020 sale of a 6.64 acre vacant parcel located at the east terminus of SE Sandy Dell Rd, along the Sandy River in Troutdale. The sales price was \$45,000, or \$6,777 per acre. The parcel is on the bank of the Sandy River, but has no legal access, or utilities from the land side as well as being just outside of the Urban Growth Boundary in the Rural Reserve zone. It is situated in a flood plain. The only access is from the river. Site includes fire pit and camping platform. Based on the above factors development of this comparable would be extremely difficult. It is reported that the buyer had no immediate plans for this property.



In comparing the sale to the subject, an upward adjustment is required for the comparable's lack of legal access and utilities. Its location is more periphery and its situs in a flood plain requires an upward adjustment. Overall, this sale is inferior to the subject and its sale price of \$6,777 per acre is considered to bracket the lower range of value for the subject.



Comparable 4 is the November 2021 sale of a 2.59 acre vacant parcel located across the street from 36911 NE Clara Smith Road, Corbett. The sales price was \$25,000, or \$9,653 per acre. The parcel is in a more remote area of Multnomah County. The site is primarily a steep ravine, and the site is considered non-buildable. According to the listing agent development of this comparable would be extremely difficult and the highest and best use is considered to be recreation. The agent further states, the buyer intended to use the site for recreation, maybe pitching a tent if there is a level enough spot.



In comparing the sale to the subject, an upward adjustment is required for the comparable's extremely steep topography and lack of useable area. A modest downward adjustment is required for the larger size of the subject and economies of scale and its more periphery location. Overall, this sale is considered inferior to the subject and its sale price of \$9,653 per acre brackets the lower range of value for the subject.



Comparable 5 is the September 2019 sale of a 31.77 acre vacant parcel located at the southwest corner of SW Boeckman Road and SW Kinsman Road in Wilsonville. The sales price was \$350,000, or \$11,017 per acre. The site is roughly rectangular shaped, pasture/hayed, and almost entirely in wetlands and a floodplain. Based upon the above factors development of this comparable would be more challenging. Metro purchased the property for conservation purposes.



In comparing this sale to the subject, the existing use for hay production is somewhat superior to the subject as an economic use, which requires a downward adjustment. The much larger size requires an upward adjustment. The extensive wetlands require an upward adjustment. Overall, this sale is considered similar in value to the subject and its sale price of \$11,017 per acre is considered to bracket the close to lower range of value for the subject.



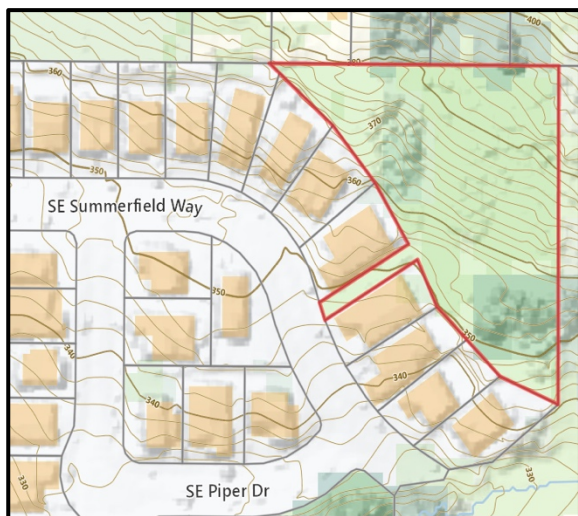
Comparable 6 is the June 2016 sale of a 3.95 acre vacant parcel located on NE 13th Avenue, south of NE Gertz Road, Portland, Oregon. The sales price was \$50,000, or \$12,658 per acre. The site is roughly rectangular shaped, pastures, and 80% of the property is in wetlands, thus development of this comparable would be more challenging. The City of Portland purchased the property for wetlands enhancement, which began shortly after the purchase closed.



In comparing this sale to the subject, the extensive wetlands require an upward adjustment along with a modest adjustment for noise nuisance being situated in proximity to the PDX Airport. A downward adjustment is required for the smaller size of this comparable. On balance, this sale is considered similar in value to the subject and its sale price of \$12,658 per acre is considered to bracket the close to immediate upper range of value for the subject.



Comparable 7 is the August 2015 sale of a .92 acre vacant parcel located along SE Summerfield Way, Clackamas, Oregon. The sales price was \$12,000, or \$13,043 per acre. The site is a triangular shaped flag lot and is a protected open space tract in the Piper Meadows subdivision. The property slopes steeply (20% plus slopes) from the northeast to the southwest. As a tract recorded as protected open space by the home-owners-association, the site is not developable. Clackamas County repossessed the property after the Piper Meadows subdivision failed to pay property taxes. It was then sold to a buyer of an adjacent home, who hopes to incorporate this lot into for additional yard-open space to his adjacent lot.



In comparing this sale to the subject, the steeply sloping open space site use is inferior to the subject, which requires an upward adjustment. A downward adjustment is required for the significantly smaller size of this comparable. Also, this site's adjacency to and potential support of an adjoining site has some possible value, which requires a downward adjustment. Overall, this sale at \$13,043 per acre is considered to bracket the upper range of value for the subject.

Analysis of Market Data

Unadjusted Range of Value

On an unadjusted basis, the comparable sales range from \$12,000 to \$350,000 in overall price, and \$2,530/acre to \$12,658/acre.

Condition of Sale

All the comparables are reported to be arm's length market transactions.

Source and Verification of Sales Data

Direct verification was made with an owner, brokers or buyer's representative for all the comparable land sales. We also gained additional sales information from RMLS or broker listing materials, as well as from public information such as Multnomah and Clackamas Counties.

Market Conditions

The comparables sold between August 2015 and November 2021. According to information gathered from realtor interviews and our prior projects dealing with similar types of open space or recreation land, the market for these types of properties does not appear to fluctuate to any great extent over time. These properties were not purchased for their income production but rather for other noneconomic purposes. Because this market has been relatively stable over this time frame, no adjustment for market conditions is required.

Location

Overall, the comparables represent relatively good locational substitutes for the subject. However, differences in location are noted and adjusted qualitatively.

Zoning

The subject is zoned R-10 by the City of West Linn. However, due to the requirements of the PSA for the subject property, the subject is appraised as if park of open space land. The comparables have a mix of zoning; however they all have in common a relatively non-economic basis for valuation, regardless of underlying zoning.

Site Size

The subject is 10.04 acres. The comparables range from 0.92 acres 31.77 acres. Generally, there is an inverse relationship between site size and price per SF because of the larger buying pool for the smaller properties and economies of scale. The subject's size is within the range of

the comparables, and adjustment of value is required for the significantly smaller or larger comparable sites.

Infrastructure

The subject has access to all utilities. The comparable sales generally have no utilities, other than access to electrical for some of the sales, as noted in the sales table. .

Improvements

We are valuing the underlying land only. The comparables are vacant sites

Site Value Analysis

Based on the preceding analysis of the comparable sales, with reference to the overall comparison between each sale and the subject, the following grid can be constructed. The grid shows the relative ranking of each comparable sale based on price per acre with respect to the subject, and the reasons for positive and negative adjustments to each sale.

SUMMARY ADJUSTMENT GRID - OVERALL RANKING

Price per Acre Analysis ¹

#	Location	Area Acres	Sale Price per Acre	Adjustments + Upward	Adjustments - Downward	Conclusion
1	Clackamas River, Eagle Creek, OR	11.86	\$2,530	++ Access + Shape + Flood Plain	- None	Inferior
2	18th St @Abernathy Creek, Oregon City	6.21	\$3,221	+ Topo + Wetlands + Useable Area	- None	Inferior
3	Near SE Stark St on Sandy River, Troutdale	6.64	\$6,777	++ Access + Flood plain	- None	Inferior
4	NE Clara Smith Rd, Corbett	2.59	\$9,653	+ Topo	- Size	Inferior
5	SW Boeckman Road, Wilsonville	31.77	\$11,017	+ Wetlands + Size	- Agriculture	Slightly Inferior
Subject		---	---	---	---	---
6	NE 13th Avenue, S of NE Gertz Rd, Portland	3.95	\$12,658	+ Wetlands	- Airplane noise - Size	Slightly Superior
7	E of SE Summerfield Way, Clackamas	0.92	\$13,043	+ Topo	- - Size - Adjacent Property	Superior

¹ Qualitative adjustment to subject

Site Value Conclusion

Based upon the data presented, a value for the subject is bracketed in the range created by Comparable 5 at \$11,017/acre and Comparable 6 at \$12,658/acre. The subject has a good

location for local access as well providing open-space as an amenity to abutting and surrounding homes. The immediate neighborhood is an upscale residential area with a relatively stable economy. The subject's rectangular shape, openness, and level topography are considered positive factors.

In the final analysis, a value near the middle of the above bracketed range of values for Comparables 5 and 6, or \$12,000/acre is well supported given the subject's location and physical characteristics. Based upon the previous analysis, the estimated fair market value of the fee simple estate as of December 21, 2021, is concluded at \$12,000/acre and summarized as follows:

Sales Comparison Approach Conclusions

1275 Rosemont Road						
Subject	Area		x	\$/Acre	=	Value
Open Space	10.04	Acres	x	\$12,000	=	\$120,480
Rounded:						\$120,000

Reconciliation and Final Opinion of Value

The reconciliation of the indicated value estimates made in the various approaches is the last major step in the appraisal process. The following chart illustrates the final values indicated by the various approaches for the subject property.

Approach	Total
Sales Comparison Approach	\$120,000
Income Capitalization Approach	N/A
Cost Approach	N/A

In the Sales Comparison Approach, the overall quantity and quality of the sales data is considered satisfactory and representative of the current market. A purchaser of a similar property in this market would typically consider the sales comparison method. The comparable sales provide a sufficient basis of comparison on a price per square foot basis.

In this analysis, the subject's fair market value is determined utilizing only the Sales Comparison Approach. Accordingly, our opinion of the fee simple market value of the subject, as of December 21, 2021, is \$12,000/Acre, or as follows:

ONE HUNDRED TWENTY THOUSAND DOLLARS
(\$120,000)

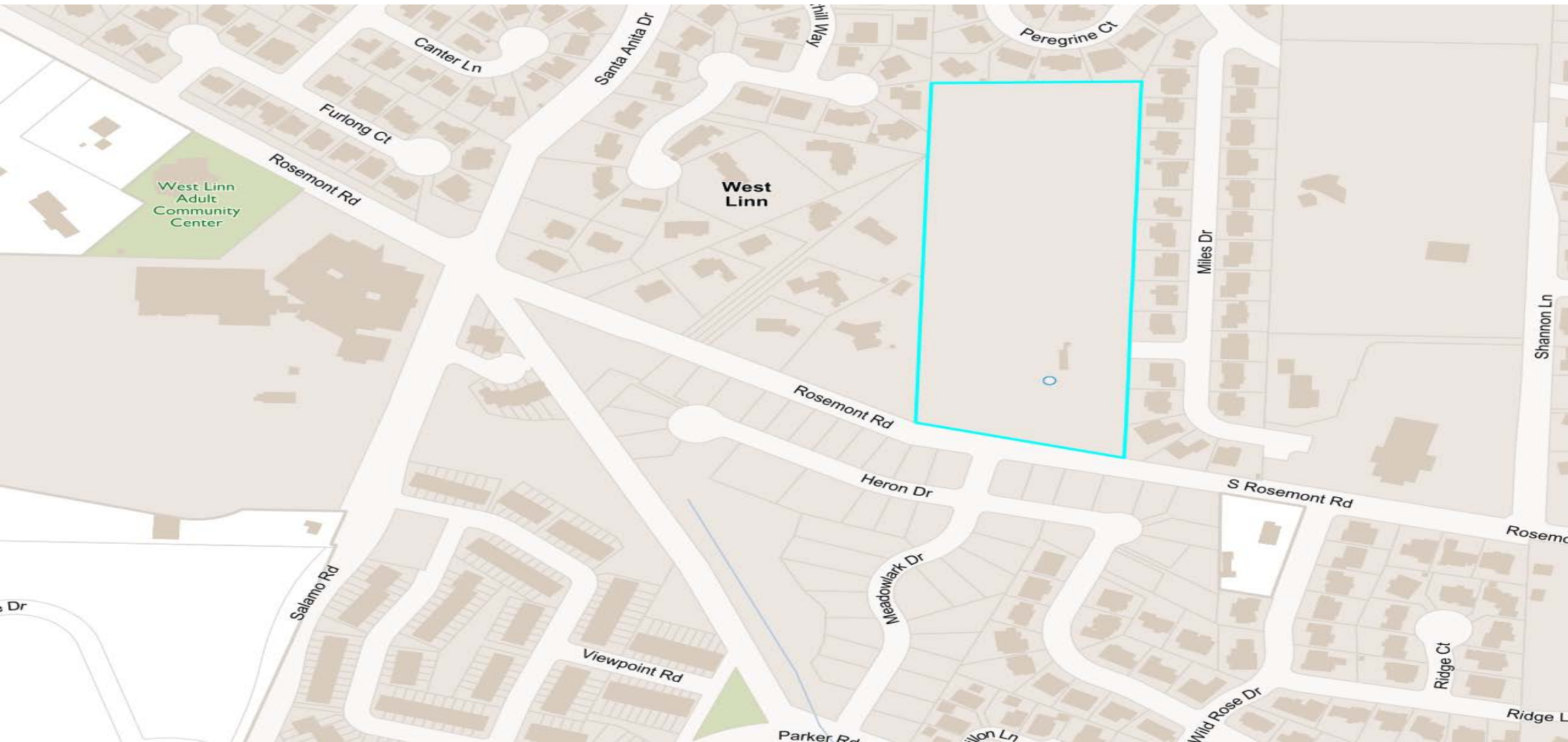
ADDENDA

- . Subject Tax & Assessment Data
- . Warranty Deed-1969
- . Title Policy-1969
- . Subject PSA-Purchase & Sale Agreement
- . Qualifications of Appraisers

ADDENDA

- . Subject Tax & Assessment Data
- . Warranty Deed-1969
- . Title Policy-1969
- . Subject PSA-Purchase & Sale Agreement
- . Qualifications of Appraisers

Subject Tax & Assessment Data



Objectid: 160096
Primary Address: 1275 Rosemont Rd, West Linn, 97068
Jurisdiction: West Linn (<https://westlinnoregon.gov>)
Map Number: 21E26AD
Taxlot Number: 21E26AD02200
Parcel Number: 00388538
Document Number: 00298172-06
Census Tract: 020600
Landclass: 401

Assessment

Estimated Acres: 10.04

Current Year Assessed Value: \$395,906.00

Market Building Value: \$85,910.00

Market Land Value: \$577,249.00

Market Total Value: \$663,159.00

Sale Price: \$0.00

Doc Date: 06/20/2017

Doc Type: X

Taxcode: 003002

Schools

Elementary School

Trillium Creek Primary (<https://www.wlww.k12.or.us/Domain/20>)

WestLinn/Wilsonville

1025 Rosemont Rd, West Linn, 97068

Middle School

Rosemont Ridge Middle (<http://www.wlww.k12.or.us/Domain/15>)

WestLinn/Wilsonville

20001 Salamo Rd, West Linn, 97068

503-673-7550

High School

West Linn High (<http://www.wlhs.wlww.k12.or.us/>)

WestLinn/Wilsonville

5464 West A St, West Linn, 97068

503-673-7800

Public Safety

Nearest Fire Station

Bolton Station #58

6050 Failing St, West Linn 97068

Tualatin Valley Fire & Rescue

Nearest Police Station

Zoning & Development

Designation: Contact City

Urban Growth Boundary: METRO UGB

Voting

Voting Precinct: 133

State House District: 37

State Senate District: 19

Congressional District: 5

Utilities & Districts

Community Planning Organization

City (<http://www.westlinnoregon.gov>)

Sanitary Hauler

West Linn Refuse & Recycle (<https://clackamas.us/recycling/garbage/company.html>)

School District

West Linn/Wilsonville (<http://www.wlww.k12.or.us>)

Sewer District

TRI-CITY

Environmental & Hazards

Flood

Likely not in a flood zone.

Wildfire

Warranty Deed-1969

FORM No. 6
1967/50
WARRANTY DEED.

PRESENTS, That LILA M. OPPENLANDER

KNOW ALL MEN hereinafter called the grantor, for the consideration hereinafter stated,
WEST LINN SCHOOL DISTRICT NO. 3J, a quasi-municipal

to grantor, hereinafter called the grantee,
grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that
certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, sit-
uated in the County of Clackamas and State of Oregon, described as follows, to-wit:

A part of the Samuel Shannon D.L.C. in T. 2 S., R. 1 E., of the
W.M., described as follows:

Beginning at a point in said claim which is 29.36 feet South and
195.10 feet West of the quarter corner between Sections 25 and 26,
of said township and range; running thence North 77° 54' West along
the county road 420.31 feet; thence North 1,528.57 feet to an iron
pipe; thence East 410.97 feet to an iron pipe; thence South
1,616.64 feet to the place of beginning,

EXCEPTING THEREFROM that portion lying within the boundaries of
public roads.

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.
And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that
grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances

WITHOUT EXCEPTION

and that
grantor will warrant and forever defend the above granted premises and every part and parcel thereof against the law-
ful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$40,000.00
However, the actual consideration consists of or includes other property or value given or promised which is
part of the whole consideration (indicate which).

In construing this deed and where the context so requires, the singular includes the plural.
WITNESS grantor's hand this 11th day of June, 1969

Lila M. Oppenlander

STATE OF OREGON, County of Yamhill) ss. June 11, 1969
Personally appeared the above named Lila M. Oppenlander, a single woman,

and acknowledged the foregoing instrument to be her voluntary act and deed.

Before me: *George D. Poppen*
Notary Public for Oregon
My commission expires May 2, 1973

(OFFICIAL SEAL)

NOTE—The sentence between the symbols ①, if not applicable, should be deleted. See Chapter 462, Oregon Laws 1967, as amended by the 1967 Special Session.

WARRANTY DEED

LILA M. OPPENLANDER

TO

WEST LINN SCHOOL DIST.

No. 3J

AFTER RECORDING RETURN TO

*West Linn Public Schools
Administration Bldg
District No. 3
West Linn, Oregon
Attn: Gene Anderson*

STATE OF OREGON,
County of Clackamas,

I, George D. Poppen, County Clerk, Ex-Officio
Recorder of Conveyances and Ex-Officio Clerk
of the Circuit Court of the State of Oregon, for
the County of Clackamas, do hereby certify that
the within instrument of writing was received for
and recorded in the records of

DEED

1973 AUG 9 PM 4
73 25309



GEORGE D. POPPEN
County Clerk.

Deputy.

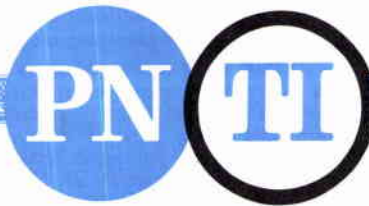
Recording Certificate

By _____ Deputy.

73 25309

Recorded By
Pioneer National
Title Insurance Company

Title Policy-1969



Premium \$ 190.00

POLICY OF TITLE INSURANCE

ISSUED BY

Pioneer National Title Insurance Company

a California corporation, hereinafter called the Company, for a valuable consideration paid for this policy of title insurance, the number, date, and amount of which are shown in Schedule A, does hereby insure the parties named as Insured in Schedule A, the heirs, devisees, personal representatives of such Insured, or if a corporation, its successors by dissolution, merger or consolidation, against direct loss or damage not exceeding the amount stated in Schedule A, together with costs, attorneys' fees and expenses which the Company may be obligated to pay as provided in the Conditions and Stipulations hereof, which the Insured shall sustain by reason of:

Title to the land described in Schedule A being vested, at the date hereof, otherwise than as herein stated; or

Unmarketability, at the date hereof, of the title to said land of any vestee named herein, unless such unmarketability exists because of defects, liens, encumbrances, or other matters shown or referred to in Schedule B; or

Any defect in, or lien or encumbrance on, said title existing at the date hereof, not shown or referred to in Schedule B, or excluded from coverage in the Conditions and Stipulations; or

Any defect in the execution of any mortgage or deed of trust shown in Schedule B securing an indebtedness, the owner of which is insured by this policy, but only insofar as such defect affects the lien or charge of such mortgage or deed of trust upon said land; or

Priority, at the date hereof, over any such mortgage or deed of trust, of any lien or encumbrance upon said land, except as shown in Schedule B such mortgage or deed of trust being shown in the order of its priority,

all subject, however, to the Conditions and Stipulations hereto annexed, which Conditions and Stipulations, together with Schedules A and B are hereby made a part of this policy.

This policy shall not be valid or binding until countersigned below by a validating officer of the Company.

In Witness Whereof, Pioneer National Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers.

Pioneer National Title Insurance Company

by George B. Garber PRESIDENT

Attest: Richard W. Boulton SECRETARY

Countersigned: TITLE AND TRUST DIVISION

By [Signature] Validating Signatory

**POLICY
OF
TITLE
INSURANCE**

012/4

Providing direct title services or referral services throughout the United States and the territory of Guam.

Issuing Office
Title and Trust Division
By
Clackamas County Branch
820 Main Street
Oregon City, Oregon 97045

**Pioneer National
Title Insurance Company**
Home Office
433 South Spring Street
Los Angeles, California 90054

SCHEDULE A

Amount \$ 40,000.00

Date

July 1, 1969

At 8:00 A. M.

INSURED

-----WEST LINN SCHOOL DISTRICT NO. 3,
J a quasi municipal corporation-----

The fee simple title to said land is, at the date hereof, vested in

-----LILA M. OPPENLANDER-----

The land referred to in this policy is described as

IN THE COUNTY OF CLACKAMAS AND STATE OF OREGON

A part of the Samuel Shannon D. L. C. in T. 2 S., R. 1 E., of the W. M., described as follows:

Beginning at a point in said claim which is 29.36 feet South and 195.10 feet West of the quarter corner between Sections 25 and 26, of said township and range; running thence North 77° 54' West along the county road 420.31 feet; thence North 1,528.57 feet to an iron pipe; thence East 410.97 feet to an iron pipe; thence South 1,616.64 feet to the place of beginning,

EXCEPTING THEREFROM that portion lying within the boundaries of public roads.-----

First paragraph of faint text, appearing to be the beginning of a section or a list of items.

Second paragraph of faint text, continuing the content from the first paragraph.

Third paragraph of faint text, located at the bottom of the page.

SCHEDULE B

This policy does not insure against loss by reason of the matters shown or referred to in this Schedule except to the extent that the owner of any mortgage or deed of trust is expressly insured on page 1 of this policy.

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; pending proceedings for vacating, opening or changing of streets or highways preceding entry of the ordinance or order therefor.

2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.

3. Easements, claims of easement or encumbrances which are not shown by the public records; unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose.

5. Water rights and right to lay and maintain and keep in repair a pipeline contained in deed from C. Schuebel, Trustee, to Eugene B. Horton, recorded in Book 142, page 455, Deed Records. (We are unable to determine the exact location of said easement due to an indefinite legal description.)

6. Contract of Sale, including the terms and provisions thereof, between Lila M. Oppenlander, a single woman, vendor, and West Linn School District No. 3J, a quasi-municipal corporation, vendee, dated June 11, 1969, recorded June 30, 1969, Fee No. 69 12189.-----

Subject PSA- Purchase and Sale Agreement

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this "Contract"), dated 1-10-22, 2021 (the "Effective Date"), is entered into between **West Linn Wilsonville School District**, an Oregon municipal corporation ("Seller"); and **City of West Linn**, an Oregon municipal corporation ("Buyer").

RECITALS

A. Seller owns certain real property consisting of a park and related improvements located in the city of West Linn, county of Clackamas, Oregon, commonly known as "Oppenlander Park" and located at the street address of 1270 Rosemont Road, West Linn, Oregon (Tax lot Number 21E26AD02200), being legally described on **Exhibit A** attached hereto and incorporated herein by this reference (the "**Property**").

B. Seller has agreed to sell Property to Buyer, and Buyer has agreed to purchase such parcel from Seller, all upon the terms and conditions set forth in this Contract. For purposes of this Contract, the term "**Property**" shall mean the parcel of land described above, all improvements located on such parcel, all easements and other rights and privileges appurtenant to such parcel, and any development approvals or permits relating to such parcel.

STATEMENT OF AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as set forth below.

1. **Purchase Price.** The purchase price for the Property (the "**Purchase Price**") shall be the "Fair Market Value" (as defined and determined below). The Purchase Price shall be payable to Seller by wire transfer in immediately available federal funds at Closing (defined below). "**Fair Market Value**" shall mean the fair market value of the Property as determined pursuant to the following appraisal process:

(a) Buyer and Seller shall use good faith, reasonable efforts to jointly select an appraiser to conduct an appraisal of the fair market value of the Property, taking into consideration all factors as such appraiser in its professional discretion deems relevant, including without limitation, all encumbrances on title and all limitations on the permitted use of the Property made as conditions of this sale. Such jointly selected appraiser (the "**Joint Appraiser**") shall complete its valuation during the month of December 2021 (and in any event prior to December 31, 2021). If Buyer and Seller cannot agree upon a single Joint Appraiser that is reasonably acceptable to both parties, then in such instance Buyer and Seller shall each independently obtain an appraisal of the Property (on the timing schedule described above) from the appraiser of their choice, and the "**Fair Market Value**" shall be the average of the two parties' respective appraisals. Buyer and Seller shall equally share the cost of the Joint Appraiser, if one is engaged. If each party engages its own appraiser, then each party shall be each responsible for the cost of its own appraisal.

2. **Due Diligence.** Seller shall deliver to Buyer, within five (5) business days after the Effective Date, true copies of any of the following items (the "**Due Diligence Items**") that are in Seller's possession or control:

(a) Any geotechnical reports and environmental site assessments relating to the Property (the "**Existing Reports**"), together with any other information about the physical condition of the Property.

- (b) Seller's existing owner's policy of title insurance covering the Property and copies of the recorded title exceptions referenced in the policy (the "**Existing Title Policy**").
- (c) All surveys of the Property in Seller's possession.
- (d) Information regarding Seller's acquisition of the Property.
- (e) Disclosure of (and copies of) any agreements or limitations on the Property, including, without limitation: easements, conservation easements, agreements with adjacent property owners to use the property (license, permits, etc.) or prohibit activities (restrictions on noise, light, activities, etc.)

Prior to the Closing Date, Buyer and its agents and representatives shall have the right to go on the Property for the purpose of conducting soil tests, surveys, phase I environmental site assessments and other investigations, and undertaking such other activities as are appropriate to planning its future use of the Property; provided, however, that Buyer shall not undertake a phase II environmental site assessment or any other invasive testing without the prior written consent of Seller, which shall not be unreasonably withheld, conditioned or delayed. The results of all soil tests, surveys, phase I environmental site assessments, and other investigations of the Property undertaken by Buyer shall not be disclosed to any third party or governmental entity without the prior written consent of Seller, unless such disclosure is required by law or is required in connection with obtaining any necessary permits or approvals; provided, however, that Buyer shall be permitted to disclose such results to its design professionals, consultants, attorneys, and potential lenders and investors, provided that such parties have been advised of the foregoing confidentiality obligation.

Subject to the Oregon Tort Claims Act, Buyer shall indemnify, defend and hold Seller harmless from and against any claims, damages or liability (including reasonable attorneys' fees), and shall repair any damage to the Property, resulting from or relating to Buyer's exercise of its right of entry; provided, however, that Buyer shall have no obligation to indemnify, defend, or hold harmless Seller from any condition of the Property discovered by Buyer, or from any loss of marketability of the Property as a consequence of such discovery. This indemnity shall survive the termination of this Contract.

3. **Closing.** The closing of this transaction (the "**Closing**") shall occur in the offices of Titor Title (the "**Title Company**") (through an escrow closing arrangement as further described in Paragraph 4), on a date (the "**Closing Date**") determined as follows:

- (a) During the Inspection Period, Buyer shall have the right to analyze the Property and determine, in Buyer's sole, absolute, and arbitrary discretion, whether the Property is suitable for Buyer's intended use. For purposes hereof, the term Inspection Period shall refer to the period of time beginning on the Effective Date, and ending on the earlier to occur of (i) passage by Buyer's electorate of a ballot measure authorizing issuance of bonds to finance Buyer's purchase of the Property pursuant to, and subject to, the terms of this Contract during the May 2022 election (the "**Ballot Measure**"), or (ii) June 15, 2022. If Buyer, during the Inspection Period, determines in its sole discretion not to acquire the Property for any reason or for no reason, or that any condition precedent remains unsatisfied, it may terminate this Contract by delivery of written notice to Seller during the Inspection Period. If the Ballot Measure fails to pass prior to June 15, 2022, this Contract shall automatically terminate immediately upon either June 15, 2022 or such date when the passage failure is definitively determined. Upon termination under this Paragraph 3(a), this Contract shall be null and void, except for those indemnification and other obligations of the parties under this Contract that expressly survive closing by their terms (collectively, the "**Surviving Obligations**").

(b) Provided this Contract is not terminated as provided above, the Closing shall occur on or before 5:00 p.m. Pacific Time on the earlier to occur of (i) thirty (30) days after Buyer receives, from the bond issuance contemplated by the Ballot Measure, sufficient funds to pay the Purchase Price and proceed with Closing; or (ii) November 30, 2022 (the “**Outside Closing Date**”). Following receipt of the funds contemplated by the Ballot Measure and bond issuance (as described in subsection (b)(i) above), Buyer will promptly provide Seller with written notice of such receipt, together with the anticipated Closing date, so as to allow Seller a reasonable opportunity to prepare for Closing.

4. **Closing Documents.** At the Closing, Seller shall execute (and, as applicable have notarized) and deliver to Buyer the following documents (the “**Closing Documents**”):

(a) A statutory special warranty deed (the “**Deed**”), conveying valid, insurable (at regular title insurance rates), marketable and indefeasible fee simple title to the Property free and clear of all liens and encumbrances except the following items (collectively referred to as the “**Permitted Exceptions**”): (1) ad valorem real property taxes for the calendar year of sale (to be prorated as of the Closing Date, if applicable), (2) rights-of-way of public streets, (3) matters disclosed in any surveys of the Property obtained by Buyer during its inspection of the Property (or, if Buyer fails to obtain a survey, matters which would be disclosed by an accurate survey of the Property), and (4) other matters of record that are not objected to in a timely manner by Buyer under Paragraph 7.

(b) An owner’s affidavit in form reasonably acceptable to Buyer and Buyer’s title insurer affirming that there are no outstanding possessory rights, liens or rights to claim liens against the Property, and any other affidavits reasonably required by the Title Company.

(c) An affidavit in a form complying with law that Seller is not a “foreign person” within the meaning of the Foreign Investment in Real Property Tax Act.

(d) Information sufficient for the closing agent to prepare an IRS Form 1099.

(e) A closing statement reflecting the Purchase Price and all adjustments, prorations and credits thereto, and such disbursements as the parties wish to reflect thereon in connection with the transaction contemplated hereby (the “**Closing Statement**”).

(f) Resolutions, incumbency certificates and such other documentation as may be reasonably required by the Title Company to confirm Seller’s authority to undertake and consummate the Closing or as may be customarily delivered in connection with the closing of real estate sale transactions in the state of Oregon.

At Closing, Buyer shall execute and deliver to Seller the following items:

(a) The Closing Statement.

(b) The Purchase Price (through escrow established with the Title Company).

The sale of the Property shall be closed into escrow with the Title Company on terms acceptable to the parties and customary for similar closings in the Portland, Oregon metropolitan area, it being understood that neither Buyer nor Seller nor their respective counsel need be physically present at the Closing, so long as (i) all Closing Documents are fully executed, delivered in escrow and available to be recorded (if applicable) on or before the Outside Closing Date, and (ii) all necessary Closing funds have been wire

transferred to the Title Company on or before the Outside Closing Date. Seller shall deliver exclusive possession of the Property to Buyer on the Closing Date.

5. **Closing Expenses.** Each party shall be responsible for the following closing expenses:

(a) Seller shall be responsible for: (1) the cost of preparing the Deed, (2) the payment of any applicable transfer taxes upon the Deed, if any, (3) the cost of curing any title defects that Seller is obligated to cure under Paragraph 7, (4) the costs for the Title Policy (as defined in Paragraph 8 below), and (5) one-half of any fees and expenses charged by the Title Company.

(b) Buyer shall be responsible for: (1) all other recording costs not covered in Paragraph 5(a), (2) the cost of the Survey and all other due diligence investigations, (3) any ALTA extended coverage and endorsements to the Title Policy, if requested by Buyer, and (4) one-half of any fees and expenses charged by the Title Company.

(c) The parties will each be responsible for all of their other closing costs, including their respective attorneys' fees.

6. **Property Operating Expenses.** Any operating expenses for the Property that will extend through the Closing date, if any (such as, solely by way of example, utility costs) will be measured as close to the Closing Date as reasonably possible and equitably allocated or prorated between Buyer and Seller as of the Closing Date. The provisions of this Paragraph 6 shall survive Closing.

7. **Title Defects.** On or before the date that is thirty (30) days after the Effective Date, the parties shall cause the Title Company to deliver to Buyer a title report with respect to the Property (the "**Title Report**"), and within thirty (30) days of receipt of such title report, Buyer shall deliver to Seller a written notice of any title objections, which may be based on any survey of the Property which Buyer may obtain, or based upon any survey of the Property received from Seller (the "**Objection Notice**"). If Buyer fails to deliver the Objection Notice in a timely manner, then Buyer shall be deemed to have accepted all matters reflected in the Title Report, and all such matters shall be deemed Permitted Exceptions. Seller may remedy, or agree to remedy prior to the Closing, Buyer's title objections to the reasonable satisfaction of Buyer and the Title Company by delivering a notice to that effect (the "**Objection Response**") within five (5) business days after its receipt of the Objection Notice. Notwithstanding the foregoing, Buyer shall not be obligated to object to any title encumbrances that can be removed solely by the payment of money, such as mortgages or statutory liens, and Seller shall convey title to the Property free and clear of any such encumbrances at Closing.

If Seller does not timely deliver an Objection Response indicating that it will cure or remedy all of the title objections set forth in the Objection Notice, then Buyer, at its election, shall have the right either to: (a) proceed to Closing, in which case Buyer shall accept title to the Property subject to the objections that Seller has not agreed to cure or remedy (and such matters shall be deemed Permitted Exceptions); or (b) terminate this Contract by delivery of written notice to Seller within ten (10) business days after its receipt of the Objection Response, or if no Objection Response has been given by Seller, within fifteen (15) business days after its delivery of the Objection Notice.

In addition, if Seller delivers an Objection Response but subsequently fails (despite the exercise of commercially reasonable good faith efforts) to cure or remedy all of the title objections that it had obligated itself to do so in the Objection Response, then Buyer, at its election, shall have the right either to: (a) proceed to Closing, in which case Buyer shall accept title to the Property subject to the objections that Seller has failed to cure or remedy (and such matters shall be deemed Permitted Exceptions); or (b) terminate this Contract by delivery of written notice to Seller prior to the Outside Closing Date.

Seller shall cause no encumbrances or easements to be placed on or granted with respect to the Property, other than those existing as of the Effective Date, or allow any existing easement to be relocated, in each case without the prior written consent of Buyer. If any such encumbrances or easements arise prior to the Closing Date and Buyer objects, then Seller shall, at its sole expense, cure the objections on or before the Closing Date and deliver title to the Property at Closing free and clear of such objected encumbrances or easements.

8. **Conditions.** Buyer's obligation to consummate the purchase of the Property in accordance with this Contract is subject to the satisfaction, or waiver in writing by Buyer, of the conditions set forth below. If any condition is not so satisfied or waived, Buyer may terminate the Agreement by giving written notice of termination to Seller. In the event that such failed Closing condition was a result of Seller's breach of its obligations under this Contract, any such termination shall not extinguish Buyer's rights and remedies in connection with a Seller default pursuant to Section 15 below:

(a) The Title Company shall be unconditionally committed to issue to Buyer at Closing (a) an ALTA standard coverage owner's policy of title insurance for the Property, with a liability limit in the amount of the Purchase Price, and insuring fee title vests in Buyer, subject only to the Permitted Exceptions ("**Title Policy**") and, (b) at Buyer's option, an ALTA extended coverage form and/or title endorsements to the Title Policy.

(b) There shall have been no material adverse change in the condition of the Property between the Effective Date and the Closing Date.

(c) On the Closing Date, Seller shall convey marketable title to the Property to Buyer by the Deed, free and clear of all liens and encumbrances of record, except Permitted Exceptions.

(d) Seller shall have timely performed and complied with all of Seller's material obligations under this Contract.

(e) Each representation and warranty of Seller in this Contract shall have been true in each material respect as of the Effective Date and shall be true in all material respects on the Closing Date.

9. **Condemnation.** If any taking pursuant to the power of eminent domain is threatened or occurs as to all or any material portion of the Property before the Closing Date, or a sale occurs in lieu thereof, Buyer may elect either to: (a) terminate this Contract by delivery of written notice of termination to Seller within thirty (30) days after written notice from Seller of the condemnation or threat thereof; or (b) proceed to Closing, in which event all proceeds, awards and other payments arising from any such taking or sale shall be assigned to and paid to Buyer, without any adjustment of the Purchase Price. If Buyer elects to terminate this Contract, the Deposit shall be returned to Buyer by the Escrow Agent.

10. **Representations and Warranties of Seller.** Seller represents and warrants to Buyer as follows:

(a) Seller is an Oregon municipal corporation and has all requisite power and authority to own the Property and to enter into this Contract and perform its obligations hereunder.

(b) The execution and performance of this Contract by Seller, and the Closing contemplated by this Contract, will not conflict with any provision of law applicable to Seller, nor will it result in the breach of any provision of, or constitute a default under, any agreement or instrument to which Seller is a party or by which Seller is bound.

(c) This Contract and the documents to be delivered by Seller at the Closing have been duly authorized by all necessary corporate action on the part of Seller, and have been (or will be, as applicable) duly executed and delivered by Seller.

(d) Seller has not entered into any agreement other than this Contract that gives any person or entity any present or future right to acquire the Property or any rights or interest, including leases, in or to the Property or any portion thereof, and no person or entity has any right to acquire the Property or any rights or interest in and to the Property or any portion thereof.

(e) Seller has good and marketable title to the Property.

(f) There are no transactions, suits, proceedings, litigation (including zoning or other land use regulation proceedings), condemnation, or investigations pending or, to Seller's knowledge, threatened against or affecting the Property or Seller as the owner of the Property in any court at law or in equity, or before or by any governmental department, commission, board, agency, or instrumentality, that would prevent Seller from meeting all of its obligations under this Contract or that would result in a material adverse change in the condition of the Property.

(g) Seller has not received written notification from any governmental authority specifying any, and to Seller's actual knowledge there is no, non-compliance of the Property or any portion thereof with applicable codes, statutes, ordinances, or regulations.

(h) Seller is not a party to any contract or agreement, nor are there any contracts or agreements, affecting or relating to the Property that may not be terminated by Seller on the Closing Date.

(i) Except as may be set forth in the Title Report, there is no lien or special assessment, other than ad valorem taxes, pending or, to Seller's knowledge, threatened against the Property by any governmental authority.

(j) Except as may be set forth in the Title Report, there are no materialmen's, mechanics, or other construction liens pending or, to Seller's actual knowledge, threatened against the Property.

(k) Seller is not a foreign person as defined in Internal Revenue Code Section 1445(f)(3).

(l) To Seller's actual knowledge, there are no contracts, agreements, or arrangements, written or oral, express or implied, affecting or related to the Property except as provided to Buyer as part of the Due Diligence Items.

(m) There are no leases or tenancies in effect relating to the Property or other rights of third parties to use the Property (inclusive of the improvements thereon).

(n) To Seller's knowledge, the Property has not been used to store, transport, generate, dispose of, deposit, or release (or caused to be used, stored, transported, generated, disposed of, or released) on, within, under, about or from, any Hazardous Materials.

(o) Neither Seller nor, to Seller's knowledge, any other person or entity, has used, stored, transported, generated, disposed of, or released any Hazardous Materials on, within, under, about, or from the Property.

(p) To Seller's knowledge, no Hazardous Materials have been disposed of, spilled, leaked, or otherwise released on, under, or from property adjacent to or in the immediate vicinity of the Property.

(q) Neither Seller nor, to Seller's knowledge, any other person or entity, has installed, operated, or maintained any underground storage tanks on or adjacent to the Property.

As used in this Contract, (x) the term "Hazardous Materials" means any toxic or hazardous substance, material, waste, pollutant, contaminant, or infectious or radioactive material, including but not limited to those substances, materials, waste, chemicals, or mixtures that are (or that contain any) substances, chemicals, compounds, or mixtures regulated, either now or in the future, under any Environmental Laws, and (y) the term "Environmental Laws" means any federal, state, or local laws, ordinances, codes, statutes, regulations, administrative rules, policies, and orders, and other authority existing now or in the future that classify, regulate, list, or define Hazardous Materials and that have jurisdiction over the Property.

Seller hereby agrees that the truthfulness of each of the foregoing representations and warranties, and of all other representations and warranties made in this Contract, as of the Effective Date and as of the Closing Date, is a condition precedent to the performance by Buyer of its obligations under this Contract. If any of the foregoing representations and warranties is of a material nature and is not true in any material respect when made, or when re-certified at Closing, Buyer may consider such material misrepresentation to be a default under this Contract, entitling Buyer to pursue the remedies set forth in Paragraph 15 below.

The representations and warranties of Seller set forth in this Paragraph 10 shall survive Closing for a period of one (1) year. If Buyer discovers after Closing that any representation and warranty made by Seller that is of a material nature is not true in any material respect, Buyer shall have the right to pursue any available remedy against Seller, including the recovery of actual damages, but excluding any consequential or punitive damages.

11. **Property Purchased "AS IS"**. Except as expressly set forth in this Contract, the Property is being sold and conveyed "as is" and "with all faults" and Seller has not made, does not make, and hereby disclaims any and all express or implied representations and warranties regarding or relating to the condition, suitability for any particular purpose, susceptibility to flooding, value, marketability, zoning of the Property, or with respect to use and occupancy restrictions, compliance with environmental laws and regulations relating to hazardous substances, toxic wastes and underground storage tanks, and all legal requirements affecting or relating to the Property. Buyer acknowledges that, except as expressly set forth in this Contract, no such representations or warranties, express or implied, have been made. Buyer acknowledges that any and all information, feasibility or marketing reports, environmental or physical condition reports, or other information of any type that Buyer has received or may receive from Seller or Seller's agents is furnished on the express condition that Buyer shall or would make an independent verification of the accuracy of any and all such information, all such information being furnished without any warranty whatsoever. Buyer shall rely upon its own inspection and its own professional advisors in its examination of the Property and all improvements thereon. Buyer hereby represents, warrants, and covenants to Seller that, Buyer has conducted Buyer's own investigation of the Property and the physical condition thereof, including, without limitation, accessibility and location of utilities, use of hazardous materials on, from, or under the Property, permissible uses, zoning, covenants, conditions and restrictions, and other matters which in Buyer's judgment are necessary or advisable or might affect or influence Buyer's use of the Property, or bear upon the value and suitability of the Property for Buyer's intended purposes, or Buyer's willingness to enter into this agreement. Buyer recognizes that Seller would not sell the Property except on an as is, where is basis, and acknowledges that Seller has made no representations or warranties of any kind in connection with the Property. Buyer expressly waives all claims it may have against Seller

in any way relating to the Property or its condition, with the sole exception of Buyer's claims under this agreement, and the deed or other documents or instruments being delivered by Seller. The terms and covenants of this Paragraph 11 shall survive the Closing and the delivery of the deed for the Property or any termination of this Contract.

12. **Survival.** None of the terms, covenants, conditions, representations, warranties and agreements of this Contract shall survive the Closing Date, except as otherwise expressly provided to the contrary in this Contract.

13. **Real Estate Commissions.** Buyer and Seller represent and warrant to each other that no brokers' or real estate commissions will be due as a result of the sale of the Property from their respective actions. Subject to the Oregon Tort Claims Act, Seller agrees to indemnify, defend and save harmless Buyer from and against any cost and expense (including reasonable attorneys' fees) incurred by Buyer as a result of the untruth of the foregoing representation by Seller, or any claims by a broker for payment of a commission by Buyer based upon the actions of Seller. Subject to the Oregon Tort Claims Act, Buyer agrees to indemnify, defend and save harmless the Seller from and against any cost and expense (including reasonable attorneys' fees) incurred by Seller as a result of the untruth of the foregoing representation by Buyer, or any claims by a broker for payment of a commission by Seller based upon the actions of Buyer. The terms and covenants of this Paragraph 13 shall survive the Closing.

14. **Assignment.** Neither Buyer nor Seller may assign or otherwise transfer any of its rights or obligations under this Contract.

15. **Default.** If Buyer defaults in its obligations under this Contract for any reason except for a default by Seller, Seller shall be entitled to terminate this Contract by delivery of written notice to Buyer, and to receive a reimbursement of all of Seller's out of pocket costs and expenses incurred by Seller in connection with this Contract, as liquidated and agreed upon damages, as its sole and exclusive remedy against Buyer for Buyer's default.

If Seller defaults in its obligations under this Contract for any reason except for a default by Buyer, Buyer may, as Buyer's exclusive remedies against Seller for Seller's default, either: (a) terminate this Contract by delivery of written notice to Seller, in which event Buyer shall be entitled to be reimbursed by Seller for (x) Buyer's out of pocket costs and expenses incurred by Buyer in connection with this Contract (including without limitation, all costs incurred in connection with the Ballot Measure and bond issuance contemplated thereby) and (y) all out of pocket costs incurred by Buyer as a result of Seller's failure to perform its obligations hereunder, including all costs, interest and damages incurred in connection with Buyer's issuance of the bond pursuant to the Ballot Measure; or (b) obtain specific performance of the obligations of Seller under this Contract (and if Buyer is successful in obtaining such specific performance, Seller agrees to indemnify Buyer for all Buyer's costs and expenses, including without limitation reasonable attorneys' fees and court costs, incurred in such action subject to the limitations under the Oregon Tort Claims Act).

The foregoing limitations of remedies and liquidated damages provisions shall not apply to: (a) the indemnity of Seller by Buyer under Paragraph 2, or (b) the indemnities of both parties under Paragraph 13.

16. **Time of the Essence.** The parties agree that time shall be of the essence in the performance of all of the terms and conditions of this Contract. If the time period by which any right, option or election provided under this Contract must be exercised, or by which any act must be performed, or by which Closing must be held, expires on a Saturday, Sunday or a holiday, then such time period shall be automatically extended to and through the next day which is not a Saturday, Sunday or a holiday.

17. **Captions, Construction.** Paragraph headings or captions appearing in this Contract are for convenience only, are not a part of this Contract, and are not to be considered in interpreting this Contract. 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 Contract.

18. **Entire Agreement.** The parties acknowledge that this Contract contains the entire agreement between the parties with respect to the Property, and supersedes any prior oral or written understandings. No modification of this Contract and no waiver of any of its terms or conditions shall be effective unless made in writing and duly executed by both parties.

19. **Successors and Assigns.** This Contract shall be binding on the parties and their respective successors and permitted assigns.

20. **Notices.** Any notice, consent or other communication permitted or required by this Contract shall be in writing, and shall be given to each party, at the address set forth below, in the following manner: (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, together with email transmission, or (d) legible facsimile transmission (provided documentation of completed transmission is retained), together with email transmission. Each such notice shall be deemed to have been given upon receipt or refusal to accept delivery, or, in the case of facsimile transmission, as of the date of the facsimile transmission provided that an original of such facsimile also is sent to the intended address by one of the means described in clauses (a), (b) or (c) above. Unless and until changed as provided below, the addresses for notices given pursuant to this Contract shall be as follows:

to Buyer: City of West Linn
Attn: John Williams
City Hall
22500 Salamo Rd Ste 100
West Linn OR 97068
Email: jwilliams@westlinnoregon.gov

with a copy to : Edward H. Trompke
Jordan Ramis PC
Two Centerpointe Drive, 6th Floor
Lake Oswego, OR 97035
Email: ed.trompke@jordanramis.com

to Seller: West Linn Wilsonville School District
Attn: Pat McGough
22210 SW Stafford Road
Tualatin, Oregon 97062
Email: mcgoughp@wlwv.k12.or.us

with a copy to: James M. Walker
Miller Nash LLP
111 SW 5th Avenue, Suite 3400
Portland, Oregon 97204
Email: james.walker@millernash.com

21. **Controlling Law.** This Contract has been made and entered into under the laws of the State of Oregon, and those laws shall control the interpretation of this Contract.

22. **Counterparts.** This Contract may be executed in any number of identical counterparts, any or all of which may contain the signatures of fewer than all of the parties, but all of which shall be construed together as a single instrument. This Contract may be signed by either party via facsimile, provided, however, that an original counterpart of such signature page is promptly forwarded to the other party.

23. **Statutory Disclaimer.** 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.

24. **Chapter XI Designation.** Buyer represents, warrants and covenants that: (i) within sixty (60) days after the Closing occurs, Buyer shall cause the Property to be designated as "City owned park or open space" under Section 46 of Chapter XI, West Linn Charter (the "**Chapter XI Designation**"); and (ii) Buyer shall include in the Ballot Measure language clearly evidencing Buyer's intent and obligation under this Contract to subject the Property to the aforementioned Chapter XI Designation within sixty (60) days after Closing. The terms of this Paragraph 24 shall survive Closing and any termination where Buyer maintains a right to purchase the Property until such time as the Chapter XI Designation occurs.

25. **Memorandum of Agreement.** Simultaneously with execution of this Contract, the parties shall execute a memorandum of purchase agreement evidencing of public record the existence of this Contract and Buyer's right to acquire the Property, in form and content reasonably agreed upon by Buyer and Seller (the "**Memo of PSA**"), which shall be in form acceptable for recording in the deed records of the Clackamas County Clerk's Office.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the Effective Date.

SELLER:

WEST LINN WILSONVILLE SCHOOL DISTRICT,
an Oregon municipal corporation

Date executed: Jan. 12 ²⁰²²~~, 2021~~

By: Kathleen E. Ludwig
Name: Kathleen E. Ludwig
Title: WLWV Superintendent

BUYER:

CITY OF WEST LINN, an Oregon municipal corporation

Date executed: Dec. 14, 2021

By: John Williams
Name: JOHN WILLIAMS
Title: DEPUTY CITY MANAGER

APPROVED AS TO FORM

Bill Murcha
City Attorney

EXHIBIT A

Legal Description

Qualifications of Appraisers

SAM V. ROMANAGGI, MAI

ROMANAGGI VALUATION SERVICES, LLC

Career Practice

Sam Romanaggi has over 30 years of commercial real estate valuation, acquisitions and underwriting experience working in diverse boutique, corporate and banking positions. He's served institutional, high-net worth and corporate clients while advising clients in a variety of real estate matters throughout the United States. Sam is adept with analyzing complex property valuations and cash flows. His diverse experiences include loan-portfolio and investment acquisition due diligence, disposition strategy for troubled assets, valuation services for debt origination, pension funds asset monitoring and appraisal management. Consultations for legal purposes include bankruptcy, restructuring, estates/trusts, eminent domain and partial interests valuations. Recent experiences include valuations for financial reporting activities in multi-disciplined assignments with business and equipment valuers.

Relevant Litigation Support Experience

Provided litigation support to the Scotia Pacific Co. (as part of Pacific Lumber Co) pertaining to their Chapter 11 restructuring. Services included work with their General Counsel, along with Blackstone, their investment banker in this case.

Provided "expert witness" testimony including an appraisal on behalf of the District Attorney, British Columbia, Canada on a valuation matter involving a hotel.

Represented Boeing on the lease arbitration of their interest in Boeing Field in Seattle, Washington. This involved valuation of the airport interest, and involvement in the arbitration testimony.

Lead the portfolio analysis of The Confederated Tribes of the Grande Ronde's twenty-four collateralized assets. This involved litigation support in a suit, as well as deposition testimony.

Project Manger to the Seattle Monorail project, coordinating and managing the eminent domain process on all station site acquisitions. This included litigation support and relocation issue resolution with Monorail council, and due-diligence activities.

Designated arbiter by Multnomah County on the lease renewal negotiations of the Green Dragon microbrewery and restaurant in SE Portland.

Provided the analysis for the appraisal of Wafertech's Camas, Washington semiconductor manufacturing facility. The appraisal provided an estimate of the market value for qualifying the real estate as directed by the Foreign Investment in Real Property Tax Act (FIRPTA), to determine U. S. income tax liability to investors (capital gains) created by a recent purchase.

Recent expert witness testimony has included a timber-trespass case, over 400 acres of farm land in a divorce, and a fair market rent case of industrial space between a subsidiary and parent company.

Provided numerous valuations for eminent domain, estate planning and gifting purposes. The later valuations on occasion included the valuation of partial interest discounts.

Prior Experience

Sam had worked at both **KPMG LLP** and **Arthur Andersen LLP**, public accounting firms as the head of their Pacific Northwest real estate valuation services. Working in a public accounting firm required the ability to integrate real estate acumen in numerous corporate transactions, strategic decisions and advisory services. Sam worked together with business and equipment valuers in numerous multi-disciplined engagements. Experiences included being the West Coast Director of appraisal and asset management services on behalf of the MEPT Pension Fund. Expert witness testimony and litigation support for the District Attorney of Vancouver, British Columbia. Leading valuation teams for

Contact Information

4805 SW Oleson Rd.
Portland, OR, 97225

Phone: 503-860-8189

Email:

sromanaggi@gmail.com

Professional Licenses & Memberships

**Certified General RE
Appraiser Licenses—
Oregon & Washington
MAI: Member
Appraisal Institute**

Education

**Real Estate Finance &
Marketing, BA,
University of Oregon,
1987**

**Appraisal Institute,
All course work and
exams towards attaining
the MAI designation,
1998**

SAM V. ROMANAGGI, MAI

Continued

portfolios throughout the U.S. Sam was a lead team member on the financial modeling and valuations of over 350 nursing/assisted facilities for restructuring. Valuations for litigation support on a Lumber-Timber Bankruptcy. Other experiences include merger & acquisitions, Audit Assurance reviews, hiring, training, and mentoring new staff.

Sam was recruited into **Pacific Security Capital**, a start-up integrated real estate firm to create a centralized analysts team to enhance the quality and performance of their services: development, Investment Sales & Leasing, Capital Markets/Finance, Advisory Services and Investment/Asset Management. Sam developed numerous cash-flow templates, selected research and analytics tools and coordinated staff services. Responsibilities included acquisition due-diligence for PSC or client's behalf, loan underwriting, developing loan request packages, Argus modeling, development and cost modeling, asset management reporting to investors and daily analytical needs. In the capacity of Investment-Asset Management Sam was responsible for all Argus cash-flows and market research for investing opportunities.

Sam's banking experience included the **1st Bank of Beverly Hills**, a wholly owned subsidiary of the **Wilshire Financial Services Group**. Responsibilities included market due-diligence, portfolio and individual property valuations for securitized loan pools acquisitions. As part of the collateralized assets team Sam performed acquisition due-diligence on loans throughout the U.S. Assisting WSFG's REIT subsidiary in the disposition of real estate assets and performing financial projections on land development projects. Sam was the sole MAI review appraiser for the bank involved in troubled asset portfolio acquisitions and loan servicing.

Sam's history of working with fee appraisal firms commenced with the local boutique firm of **Moscato Ofner & Henningsen** and subsequently with **Cushman & Wakefield** a national real estate firm. Sam provided valuation and advisory services to owners, asset managers, lenders, attorneys, and developers on real estate matters including valuation, highest & best use and financial feasibility analysis on a wide variety of properties in multiple states. A key engagement was project manager to The Seattle Monorail Agency on all eminent domain acquisitions for station sites. Another was representing Boeing on the lease arbitration of Boeing Field/King County Airport, Seattle, WA.

Sam's real estate career commenced at the **Portland Development Commission** as a property manager servicing three offices occupied by the Commission. During his tenure the Commission underwent substantial changes that altered its real estate requirements. Sam's function during this period included working with the architectural design team and department heads on all stages of floor plan layouts, coordinated the office remodeling and relocations, including working with contractors. Finally, Sam devised and implemented a new inventory control system for office personal properties.

Select Community Activities Present and Historic

- Appraisal Institute: Board Member, Sub-Chapter Chair and Education Committee Chair for the Oregon Chapter, Leadership Development & Advisory Council for the National Appraisal Institute
- Oregon Society of Farm Managers & Rural Appraisers, Board member
- Board Member, Junior Chamber of Commerce
- Member of the Commercial Real Estate Economic Coalition (CREC)
- Finance Committee, St. Philip Neri Church
- Doerenbecher's Children's Hospital Ski Program
- Camp Fire USA-assistant on two club programs

Education

- Member Appraisal Institute (MAI): All course work, peer reviews, demonstration report, and comprehensive exams toward attaining the MAI designation, 1998
- Continuing Education, Select Seminars & Courses: Appraisal Institute-Conservation Easements Appraisal, Litigation Skills, Condemnation Appraisal and Practices, OSFMRA-Timberland Valuation, Argus Cash flow analysis, CCIM 101-Financial Analysis for Commercial Investments, PSU-Financial Accounting 201, ASA-Business Valuation, 101, numerous other valuation and educational offerings.
- University of Oregon, Eugene Oregon: B.A Real Estate Finance & Marketing, 1987
- University Per Stranieri, Perugia Italy: Italian Language Studies, 1984

Client References-Available Upon Request

Romanaggi Valuation Services, LLC sromanaggi@gmail.com

Phone: (503) 860-8189

RICK BARRIER

Oregon Appraiser Assistant- AA02410

Romanaggi Valuation Services, LLC

4805 SW Oleson Road, Portland, OR 97225

Phone: (907) 250-5698 Email: rickbarrier@gmail.com

Qualifications Summary

Commercial real estate appraiser with business/financial management background and extensive experience in real estate development, management, and capital planning. Registered Appraiser Assistant, State of Oregon, License No. AA02410. Strong management skills, analytic thinking, and communication skills. Confident, with a high degree of integrity and credibility. Capabilities include:

- Commercial Real Estate Appraising, with 17 years experience
- Capital and Facility Planning
- Real Estate and Facilities Management and Consulting
- Mediation- with 22 years mediation experience

Experience Highlights

Rick has 45 years experience in real estate investing, development, consulting, management and appraising. His real estate investments have included single family and multi-family residences, including condominiums and an apartment building in Seattle; vacant land; commercial buildings; mobile home parks; and an RV park. Rick's development experience includes construction of several single family residences and two higher-end condominium projects. His real estate consulting work has included lease analysis, development feasibility studies, and financial negotiations with banks and FDIC. Rick's real estate management experience ranges from leasing and property management of single family residences to commercial buildings, mobile home parks and RV parks. His commercial real estate appraisal experience includes valuations of most asset classes, such as raw land, office, retail, industrial, churches, hotels, and athletic clubs.

Real Estate Related Work History

Rick has a long history of management and financial work in the public, private and non-profit sectors. His real estate work experience has been in both the public and private sectors. He has often worked multiple jobs simultaneously during his career. As Deputy State Court Administrator for the State of Alaska for 12 years, Rick oversaw an extensive facility network, with courts in over 50 locations across the state. His responsibilities included lease negotiation to acquire privately owned facilities; overseeing the planning, design, and construction of new court facilities; managing the maintenance and operations of all court facilities. All construction projects came in within time and budget, and operating expenses were within budget every year.

For 18 years Rick was the resident managing partner of Malaspina Properties, a Seattle-based partnership that purchased a 47 acre commercially developed parcel in Anchorage, Alaska. The property included four commercial buildings, two mobile home courts, and a camper/RV park. His responsibility included strategic planning, operations, leasing, and oversight of major underground and vertical construction projects. Projects included rezoning of commercial property, expansion of camper park, major water/sewer projects, and extensive renovation and upgrades of commercial buildings. This partnership was always profitable, even during Alaska's recession in the late 1980's.

Rick worked as Project Support Manager for the Anchorage School District for 10 years. While there, he established and maintained a comprehensive budgeting and financial control system for Anchorage School District facilities construction projects, with an annual average of \$70 million in new construction, renovation, or major maintenance projects. Rick also initiated and participated in processes to resolve disputes on outstanding change orders and other design and construction conflicts, and personally mediated several major design or construction contract disputes.

Rick has been appraising commercial properties for the past sixteen years, working as an assistant to Robert Erickson, MAI in Anchorage, Alaska and more recently with Sam Romanaggi, MAI, in Portland, Oregon. During that time Rick has researched and written over 200 appraisal reports, including several portfolios written in a single assignment. He has been able, as a trainee, to complete the entire appraisal effort on most of these assignments, including scope development; comparable sales or rentals selection; site and comparable visits and pictures; analysis and application of appropriate valuation techniques; and report writing.

Community Activities in Recent Years

- Member, Anchorage Platting Board
- President, Alaska Campground Owners Association
- President, Alaska Manufactured Housing Association
- Member, various committees, Anchorage Rotary Club (currently a member of Vancouver Rotary club)

Education

- Appraisal: Basic training required for Appraisal Institute Associate Membership and Oregon State Appraiser Trainee Status, 2010; additional courses, including USPAP updates
- Mediation: Basic and Specialized Training, 1998 and later years
- Institute for Court Management: Fellow, 1977
- Stanford Business School: MBA, 1971
- Yale University: B.S. in Administrative Science, 1969

Representative Client List

Lending Institutions

Ist National Bank of Alaska
Wells Fargo Bank
Unibank
Hanmi Bank

Bank of the Cascades
Columbia Bank
Matanuska Valley Federal Credit Union
Denali Alaskan Federal Credit Union
Alaska USA Federal Credit Union

Others

City Electric, Inc.
State of Alaska DOT
Alaska Club Partners, LLC
Trust for Public Lands
Stevens for Senate Committee
Production Testing Services
Troy Air, Inc.

Oregon DOT
Portland Development Commission
Community Sports, Inc.
Municipality of Anchorage- Port Authority
Trawver Land Service
Southwest Washington Medical Center
Terra Survey's, LLC

CLIENT LIST

A SAMPLING OF CLIENTS SERVED INCLUDES:

LENDING INSTITUTIONS

Bank of America
US Bank
Key Bank
Wells Fargo Bank
Washington Mutual Bank
Seafirst Bank
1st Security Bank
Bank of California

Pacific First Bank
First Bank Beverly Hills
Valley Community Bank
Centennial Bank
Vineyard Bank
Watermark Financial
West Coast Bank

GOVERNMENT AGENCIES

City of Portland
Portland Development Commission
Washington County
Multnomah County
METRO
Confederated Tribes of Grand Ronde
Oregon Dept of Transportation
Washington Dept of Transportation
HUD-Housing & Urban Development
FDIC
RTC-Resolution Trust Company
Historic Seattle Organization
Seattle Monorail Authority

OHSU Endowment
Portland State University
CalPers
MEPT Pension Trust
State of WA Department of Health
State of WA-DNR Department of Natural
Resource
State of OR-Department of Parks &
Recreation
US NRCS-Natural Resource
Conservation Service
The Trust for Public Lands
Tualatin Hills Park & Recreation

CORPORATIONS

Boeing
Hughes Satellite Systems
Costco
Epson
Schnitzer Steel
Hollywood Video
BNSF Railroad
Texaco
Lumbermans
Safeway Corporation
Fred Meyers (KKR) Corporation
Stroheckers Grocery

Farmer Brothers Co.
Dari-Gold Inc.
Emeritus Senior Housing
Bend Orthopedic & Fracture Clinic
Empire Health Services
Kaiser Permanente
Childrens Hospital
SW Washington Medical Center
Gen-Tech Dentistry
Fidelity National Financial Title
Hynix Semiconductors
Wafer Tech.