

## 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 Ticolor 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](mailto: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](mailto: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](mailto:mcgoughp@wlwv.k12.or.us)

with a copy to: James M. Walker  
Miller Nash LLP  
111 SW 5<sup>th</sup> Avenue, Suite 3400  
Portland, Oregon 97204  
Email: [james.walker@millernash.com](mailto: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 <sup>2022</sup> ~~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