

REAL ESTATE PURCHASE AND SALE AGREEMENT

BETWEEN: Affinity Vancouver Manager, LLC, a Washington limited liability company
("SELLER")
120 W Cataldo Avenue
Spokane, WA 99201

AND: City of Vancouver, a Washington municipal corporation
("BUYER" or "CITY")
PO Box 1995
Vancouver, WA 98668-1995

EFFECTIVE DATE: ____, 2024

RECITALS

WHEREAS, Affinity Vancouver Manager, LLC owns certain real property consisting of three parcels of unimproved, vacant land located in the City of Vancouver, Clark County, Washington, totaling approximately 4.96 acres, as summarized below, the legal descriptions for which shall be incorporated on the attached Exhibit A (the "Property"):

Address/Area	Parcel Number	Abbreviated Legal Description
10901 NE 51ST CIR, VANCOUVER, WA 98682 /1.21 Acres	159854-000	#103 THOMAS NERTON DLC 1.21A
11101 NE 51ST CIR, VANCOUVER, WA 98682 /1.74 Acres	159855-000	#104 THOMAS NERTON DLC 1.74A
4901 NE 110TH AVE, VANCOUVER, WA 98682 /2.01 Acres	159856-000	#105 THOMAS NERTON DLC 2.01A

WHEREAS, the City has commissioned an MAI certified appraisal that establishes a valuation of the Property supporting the Purchase Price and, contingent upon the City's completion of the Due Diligence described herein, the City has or will be satisfied that acquisition of the Property is merited in consideration of any policy implications or future capital or maintenance costs associated with the Property; and

WHEREAS, the City owns property known as Kevanna Park that is adjacent to the Property and through which Burnt Bridge Creek flows; and

WHEREAS, the City has submitted a water quality grant application (Agreement No. [WQC-2023-Vancou-00186]) to the Washington State Department of Ecology (the "DOE Grant") for protection and restoration of water quality standards in Burnt Bridge Creek through the acquisition of certain priority parcels, which priority parcels include the Property; and

WHEREAS, the City Council has authorized the City to enter into this Agreement and, upon satisfaction of the closing conditions set forth herein, to acquire the Property pursuant to the terms of this Agreement.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed:

1. Sale and Purchase. Buyer agrees to purchase the above-referenced Property, the legal description of which is attached hereto as Exhibit A, from Seller and Seller agrees to sell the Property to Buyer for the sum of TWO HUNDRED NINETY-SEVEN THOUSAND THREE HUNDRED EIGHTY AND NO/100 US DOLLARS (\$297,380.00) ("Purchase Price").
2. Earnest Money; Payment of Purchase Price. Upon execution of this Agreement by both parties, Buyer agrees to deposit with Fidelity National Title Company/ Chicago Title Company of Washington, 655 West Columbia Way, Suite 200, Vancouver, WA 98660, ATTN: Melissa Miller ("Escrow Agent"), earnest money in the amount of TEN THOUSAND AND NO/100 US DOLLARS (\$10,000.00) ("Earnest Money") in cash. Except as provided in Section 5, the Earnest Money shall become nonrefundable at the end of the Inspection Period (as defined below) if this Agreement is not terminated as of the end of the Inspection Period. The Earnest Money shall be applied in full as a credit to Buyer's payment of the Purchase Price at Closing.
3. Due Diligence Inspection. Within three (3) days following the Effective Date, Seller shall provide Buyer with copies of the documents identified on Exhibit B hereto ("Seller Information"). For a period of forty-five (45) days following the Effective Date ("Inspection Period"), Buyer shall have the right to review the Seller Information and conduct due diligence investigations and analysis of the Property, making such examinations as Buyer may desire, including any necessary Phase 1 or Phase 2 environmental site assessments ("Due Diligence"). Notwithstanding the foregoing, any intrusive testing conducted on the Property shall be subject to Seller approval, with such approval not to be unreasonably withheld.
4. Access to the Property. During the Inspection Period, Buyer shall have the right to ingress and to go in, on, or over the Property for the purpose of conducting its Due Diligence, at reasonable hours and in a reasonable manner. Buyer shall repair any and all damage, if any, caused by the Buyer in accessing the Property for the purposes of conducting Due Diligence and Buyer shall indemnify, defend and hold Seller, its officers, agents, and employees harmless from and against any and all claims relating to or arising out of Buyer's access of the Property for the conduct of Due Diligence; provided, however, Buyer shall not be required to indemnify Seller for pre-existing conditions (unless such conditions are exacerbated by the negligent or intentional acts or omissions of Buyer or Buyer's representatives, agents, or contractor) or to the extent of the negligence or willful misconduct of Seller or Seller's agents, employees, or contractors. Buyer is a Washington municipal corporation and is self-insured. Prior to any entry onto the Property by any contractor or agent of Buyer, Buyer shall cause such contractor or agent to obtain a policy of commercial general liability insurance covering any and all liability with respect to or arising out of their investigative activities (and shall deliver to Seller a certificate of insurance evidencing the same). Such policy or policies of insurance shall provide a per occurrence of no less than One Million Dollars (\$1,000,000). The insurance policy required under this Section shall name Seller as an additional insured, shall be primary and non-contributing, and shall contain a waiver of subrogation rights.

5. Title Commitment and Review. Following the Effective Date, Buyer shall obtain from the Escrow Agent, with Luke Bennier as the preferred Title Officer (direct: 360.624.1046; Luke.Bennier@fnf.com) a preliminary title report with respect to the Property (the "Title Report"), which contains such exceptions as the Title Company would specify in the Title Policy with respect to the Property, together with legible copies of all documents constituting such exceptions (the "Title Documents"). If desired, Buyer shall have the right to order a survey of the Property (the "Survey") at Buyer's sole cost and expense. Following Buyer's receipt of the Title Report and Survey (or any subsequent update thereof), Buyer shall have until the end of the Inspection Period to give Seller notice (the "Title Objection Notice") of any matters affecting title to the Property to which Buyer objects contained in the Title Report, the Title Documents, and/or the Survey (the "Title Objections"). Any exceptions to the Title Report to which Buyer does not object shall be considered permitted exceptions that will appear in the Title Policy (the "Permitted Exceptions").

Seller shall within fifteen (15) business days after receipt of the Title Objection Notice (the "Title Response Period") notify Buyer as to any of the Title Objections that Seller elects (in its sole and absolute discretion) to cure, or cause to be eliminated from the Title Policy, on or before the Closing Date; provided, however, Seller shall have no obligation to cure or cause to be eliminated any of the Title Objections. In the event Seller fails to deliver such notice to Buyer, Seller shall be deemed to have elected to not cure or cause to be eliminated from the Title Policy all of the Title Objections. Any Title Objections with respect to which Seller does not elect (or is deemed to have not elected) to cure, or cause to be eliminated, on or before the Closing Date, excluding any Mandatory Title Removal Items (as defined below), shall be referred to herein as "Uncured Title Objections." If, as of the expiration of the Inspection Period, there remains any Uncured Title Objections, then Buyer shall notify Seller and Escrow Agent of Buyer's election to either (A) waive any such Uncured Title Objections and proceed to the Closing, or (B) terminate this Agreement in which event the Earnest Money shall be returned to Buyer, and Seller and Buyer shall be released from all obligations under this Agreement, and neither Seller nor Buyer shall have any rights under this Agreement, except for any obligations expressly set forth in this Agreement as surviving such termination.

If Buyer fails to timely make the election under clause (A) or clause (B) above, then Buyer shall be deemed to have elected to waive any Uncured Title Objections and proceed to the Closing in accordance with clause (A). Any Uncured Title Objections (excluding any Mandatory Title Removal Items) which Buyer waives under clause (A) above shall be deemed to be approved by Buyer as permitted exceptions in the Title Policy. Notwithstanding anything to the contrary contained herein, Buyer shall have no need to object to any Mandatory Title Removal Item, which Mandatory Title Removal Items shall be automatically deemed Title Objections pursuant to this Agreement.

Seller shall be required to cause to be released, satisfied and removed of record as of the Closing Date: (i) any Title Objections which have been voluntarily recorded or otherwise placed, or permitted to be placed, by Seller against the Property on or following the Effective Date (other than with the prior written approval of Buyer); and (ii) any mortgages, deeds of trust, security

instruments, financing statements, or other instruments which evidence or secure indebtedness, judgments, and liens against the Property, including, without limitation, mechanics' liens, tax liens, real estate taxes, water rates, and sewer rents, in each case, which are due and payable (subject to the proration requirements of Section 10 of this Agreement) but which remain unpaid and/or of record as of the Closing Date (subclauses (i) and (ii) above are hereinafter collectively referred to as the "Voluntary Liens"); or (iii) any Title Objections which would not constitute Voluntary Liens, but which can be removed by the payment of a liquidated sum of money (items set forth in this subclause (iii), collectively, "Monetary Liens"; and, together with the Voluntary Liens, the "Mandatory Title Removal Items"). If Seller fails to discharge and remove of record any Mandatory Title Removal Items on or prior to the Closing Date, at Buyer's election, such failure shall constitute a failure of a closing condition and Buyer shall be entitled to such remedies as are set forth herein.

In the event that Seller shall be unable to deliver at Closing title to the Property as required, Buyer shall have the right, as Buyer's sole option: (1) to take such title as Seller may be able to convey with a commensurate reduction in the Purchase Price; or (2) to terminate this Agreement, in which event the Earnest Money shall be returned to Buyer, and this Agreement shall be and become null and void without any further right or remedy in favor of either party against the other except for liabilities, rights and remedies which survive the Closing or termination of this Agreement.

6. Conditions to Closing. Closing of the sale of the Property may not occur until each of the following conditions are fulfilled or waived to Buyer's satisfaction, which fulfillment or waiver shall be determined at Buyer's sole and absolute discretion:
 - a) Due Diligence Inspection. Buyer shall have until the expiration of the Inspection Period to complete the Due Diligence of the Property. Buyer shall have the right to extend to Inspection Period one time for a period of up to thirty (30) days by: (i) providing notice to Seller prior to the end of the Inspection Period; and (ii) depositing an additional FIVE THOUSAND AND NO/100 US DOLLARS (\$5,000.00) earnest money with Escrow Agent, which shall be nonrefundable but applicable to the Purchase Price. If Buyer wishes to proceed with the purchase of the Property, Buyer shall deliver written notice to Seller and Escrow Agent of Buyer's approval of the Property ("Buyer's Approval Notice") prior to the expiration of the Inspection Period. If Buyer fails to deliver Buyer's Approval Notice to Seller and Escrow Agent prior to the expiration of the Inspection Period, then this Agreement shall terminate, and the Earnest Money shall be returned to Buyer; however, the \$5,000 extension payment (if any) shall be paid to Seller.
 - b) Department of Ecology Grant Funding. At or before Closing, Buyer must be assured that the DOE Grant will be applicable to payment of the Purchase Price. Buyer covenants that it will use its best efforts to satisfy this condition on or before expiration of the Inspection Period.
7. Title Insurance. At Closing, the Escrow Agent shall issue Buyer an ALTA Standard Coverage Policy owner's policy of title insurance, insuring the vesting of fee title to the Property in Buyer in the amount of the Purchase Price, subject only to the Permitted Encumbrances and charges for such title insurance policy shall be paid equally between the parties ("Title Insurance Policy"). Buyer shall pay the

premium for Buyer's extended owner's policy of title insurance.

8. Warranty Deed. This Agreement is for conveyance of fee title. Title shall be conveyed by Statutory Warranty Deed in a form attached hereto as Exhibit C or as provided by the Escrow Agent and compliant with RCW 64.04.030 ("Deed"), free and clear of all right, title or interest of Seller and subject only to the Permitted Encumbrances.
9. Close of Escrow. Closing shall occur on or before forty-five (45) days following expiration of the Inspection Period. As used in this Agreement, "Close," "Closing," or "Closed," shall mean the date on which all of the necessary documents have been deposited with the Escrow Agent and the Escrow Agent has (a) disbursed the Purchase Price to Seller; (b) recorded on behalf of Buyer the Deed for the Property; (c) issued or authorized the issuance of the Title Insurance Policy; and (d) complied with all other escrow instructions of Buyer or Seller imposed as a condition of Closing.
10. Prorations at Closing. All revenues and all expenses of the Property including, but not limited to real and personal property taxes, special assessments, rents, water, sewer, and utility charges, amounts payable under contracts assumed by Buyer, if any, annual permits and/or inspection fees (calculated on the basis of the respective periods covered thereby) and other expenses normal to the ownership, use, operation and maintenance of the Property shall be prorated as of the Closing. If any revenue or expense amount cannot be ascertained with certainty as of Closing, it shall be prorated on the basis of the parties' reasonable estimate of such amounts and shall be subject to a final proration through Escrow sixty (60) days after Closing or as soon thereafter as the precise amount can be ascertained.
11. Closing Costs. Seller shall pay all escrow and closing costs. Seller shall be solely responsible for the costs of recording the Deed and payment of any real estate excise tax.
12. Possession. Buyer shall be entitled to possession at the Closing.
13. Seller's Representations. Seller warrants and makes the following representations to Buyer as of the Effective Date and affirms the same at Closing:
 - a) Seller is a Washington limited liability company, duly organized and validly existing under the laws of the State of Washington and Seller has all requisite power and authority to carry on its business as it is now being conducted in the place where such business is now conducted;
 - b) Seller acknowledges that the person signing this Agreement (and any associated agreements or documents) has authority to execute real estate purchase and sale contracts on behalf of Seller and Seller will submit to Buyer its certificate of formation, operating agreement, and other appropriate documentation demonstrating such authority;
 - c) The execution, delivery and performance of this Agreement by Seller is (i) within the powers of Seller as a limited liability company; (ii) has been duly authorized by all necessary limited liability company action of the Buyer; (iii) does not and will not violate any provisions of any law, rule,

regulation, order, writ, judgement, decree, award or contract to which the buyer is a party or which is presently in effect and applicable to Seller; and (iv) this Agreement constitutes the legal, valid, and binding obligation of Buyer enforceable against Seller in accordance with the terms hereof;

- d) Seller is not a foreign person as that term is defined in IRC 1445 and, at Closing, Seller will deliver a certificate of non-foreign status in form required by IRS regulations;
- e) Seller is the sole owner of the Property and during Seller's ownership of the Property, there are no liens, encumbrances or other defects affecting title to the Property which have been or will be filed against the Property;
- f) There is no litigation pending, or to the best knowledge of Seller, threatened, with respect to the Property;
- g) Seller has paid any and all state and local taxes assessed in connection with the Property and has completed and filed all necessary tax returns with the appropriate taxing authority applicable thereto (if applicable);
- h) Seller has not received written notice of any violation of law pertaining to the Property that remains uncured;
- i) There are no leases, occupancy agreement or service contracts in effect on the Property that will not be terminated at or before Closing; and
- j) During Seller's ownership of the Property, to the best knowledge of Seller, no Hazardous Substances in violation of any applicable federal, state or local laws have been introduced on the Property.

14. Buyer's Representations. Buyer warrants and makes the following representations to Seller at Closing:

- a) Buyer is a Washington municipal corporation and a First-Class City organized under the laws of the State of Washington with all requisite power and authority to carry on its business as it is now being conducted in the place where such businesses are now conducted.
- b) Buyer acknowledges that the person signing this Agreement (and any associated agreements or documents) has authority to execute real estate purchase and sale contracts on behalf of Buyer.
- c) The execution, delivery and performance of this Agreement by Seller is (i) within the powers of Seller as a municipal corporation; (ii) has been duly authorized by all necessary corporate action of the Buyer; (iii) does not and will not violate any provisions of any law, rule, regulation, order, writ, judgement, decree, award or contract to which the buyer is a party or which is presently in effect and applicable to Seller; and (iv) this Agreement constitutes the legal, valid, and binding obligation of Seller enforceable against Seller in accordance with the terms hereof.

15. Continuation and Survival of Representations and Warranties. All representations and warranties by the respective parties contained in this Agreement or made in

writing pursuant to this Agreement are intended to and will remain true and correct as of the time of closing, will be deemed to be material and will survive the execution and delivery of this Agreement and the delivery of the Deed and transfer of title for a period of one (1) year, commencing on the date of Closing. Such representations and warranties, however, are not assignable and do not run with the land, except as may be expressly provided herein or contained in a written instrument signed by the party to be charged.

16. Waiver. Neither Seller's nor Buyer's waiver of the breach of any covenant under this Agreement will be construed as a waiver of the breach of any other covenants or as a waiver of a subsequent breach of the same covenant.
17. Notices. Any notice required under this Agreement shall be deemed given when actually delivered or when deposited in the United States mail, as certified mail with postage prepaid, and addressed as set forth in this Agreement.
18. Non-Merger. The terms and provisions of this Agreement, including, without limitations, all indemnification obligations, will not merge in, but will survive, the closing of the transaction contemplated under this Agreement.
19. Remedies. In the event that Buyer is obligated to pay the Purchase Price and fails to do so, then Seller, as Seller's sole remedy, shall be entitled to retain the Earnest Money deposited by Buyer (and all interest earned thereon) as liquidated damages. BUYER AND SELLER HEREBY AGREE THAT A REASONABLE ESTIMATE OF THE TOTAL DAMAGES THAT SELLER WOULD SUFFER IN THE EVENT THAT BUYER DEFAULTS AND FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY IS AN AMOUNT EQUAL TO ALL OF THE EARNEST MONEY. SUCH AMOUNT WILL BE THE FULL, AGREED AND LIQUIDATED DAMAGES FOR THE BREACH OF THIS AGREEMENT BY BUYER, AND AFTER PAYMENT THEREOF TO SELLER, NEITHER PARTY SHALL HAVE ANY FURTHER OBLIGATION TO OR RIGHTS AGAINST THE OTHER. In the event that Seller is obligated to convey the Property to Buyer but fails to do so, then Buyer may, at Buyer's election, either (a) terminate this Agreement and receive the Earnest Money back from Escrow Agent, whether or not the Earnest Money is identified as refundable or nonrefundable, or (b) bring suit to specifically enforce this Agreement provided that Buyer commences said action within sixty (60) days of Seller's default. Buyer irrevocably waives any right to damages or any other remedies or form of relief, except as specifically set forth in this Section.
20. Prior Agreements. This Agreement is the entire, final, and complete Agreement of the parties pertaining to the sale and purchase of the Property and supersedes and replaces all written and oral agreements heretofore made or existing by and between the parties or their representatives insofar as the Property is concerned. This offer supersedes any and all prior offers by Buyer or Seller.
21. No Assignment. Buyer may not assign this Agreement or any of Buyer's rights hereunder without the prior approval of Seller (not to be unreasonably withheld).
22. Successor Interests. This Agreement is binding upon and shall inure to the benefit of the parties and their respective heirs, successors, legal representatives, and assigns.
23. Real Estate Commission. There is no real estate commission or brokerage fee

associated with this transaction.

24. 1031 Exchange. Seller has the right to convey all or a portion of the Property in exchange for real property or properties of like kind pursuant to Section 1031 of the Internal Revenue Code, either in a simultaneous exchange or in a deferred exchange. Buyer agrees to cooperate with Seller in effecting such an exchange, and if requested by Seller, Buyer will acknowledge any exchange agreement reasonably requested by Buyer and consistent with this Agreement. Neither party will be required to take title to any property, incur any costs or be subject to any liability whatsoever in connection with such cooperation.
25. As-Is Purchase. Except as may be expressly provided in this Agreement, neither Seller nor any of its agents, employees or contractors has made and is not now making, and Buyer has not relied upon and will not rely upon (directly or indirectly), any warranties or representations of any kind or character, express or implied, oral or written, past, present or future, with respect to the Property, including, but not limited to, warranties or representations as to (a) matters of title (other than Seller's limited warranty of title set forth in the Deed), (b) environmental matters relating to the Property or any portion thereof, (c) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, water percolation, limitations regarding the withdrawal of water and earthquake faults and the resulting damage of past and/or future earthquakes, (d) whether, and to the extent to which, the Property or any portion thereof is affected by any stream (surface or underground), body of water, flood prone area, flood plain, floodway or special flood hazard, (e) drainage, (f) soil conditions, including the existence of instability, past soil repairs, soil additions or conditions of soil fill, or susceptibility to landslides, or the sufficiency of any undershoring, (g) zoning to which the Property or any portion thereof may be subject, (h) the availability of any utilities to the Property or any portion thereof including, without limitation, water, sewage, gas and electric, (i) usages of adjoining properties, (j) access to the Property or any portion thereof, (k) the value, compliance with the plans, size, location, age, use, design, quality, descriptions, suitability, structural integrity, operation, title to, or physical or financial condition of the Property or any portion thereof, (l) any income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the Property or any part thereof, (m) the presence of Hazardous Substances in or on, under or in the vicinity of the Property, (n) the condition or use of the Property or compliance of the Property with any or all past, present or future federal, state or local ordinances, rules, regulations or laws, building, fire or zoning ordinances, disability laws (including the Americans With Disabilities Act and the Fair Housing Act), codes or other similar laws, (o) the existence or non-existence of underground storage tanks, (p) any other matter affecting the stability or integrity of the Property, (q) the potential for further development of the Property, (r) the existence of vested land use, zoning or building entitlements affecting the project, (s) the merchantability of the Property or fitness of the project for any particular purpose (Buyer affirming that Buyer has not relied on the skill or judgment of Seller to select or furnish the Property for any particular purpose, and that Seller makes no warranty that the Property is fit for any particular purpose) or (t) tax consequences. Except for the representations and warranties of Seller in this Agreement, Buyer further acknowledges that any information of any type which Buyer has received or may receive from Seller or any of its agents, employees or contractors including, without limitation, any environmental reports and surveys, is furnished on the express condition that

Buyer shall make an independent verification of the accuracy of such information, all such information being furnished without any representation or warranty whatsoever. Notwithstanding the foregoing, Seller represents, warrants, and covenants that Seller Information is true, accurate, and complete to the best knowledge of Seller and that the Seller has relied on the Seller Information for its own use and enjoyment of the Property. Buyer expressly understands and agrees that with respect to Seller, the phrase "to the best knowledge of Seller" as used in this Agreement means the actual knowledge of Keith James (without a duty to inquire), provided that Keith James shall not have any personal liability with respect to any matters set forth in this Agreement or any of Seller's representations or warranties herein being or becoming untrue, inaccurate or incomplete.

26. Buyer's Knowledge. Buyer represents that it is a knowledgeable, experienced and sophisticated Buyer of real estate and except for the representations, warranties and covenants of Seller contained within this Agreement, that it has relied and shall rely solely upon (a) its own expertise and that of Buyer's consultants in purchasing the Property, and (b) Buyer's own knowledge of the Property based on its conduct of the Due Diligence during the Inspection Period. Buyer has conducted, or by the Closing will conduct the Due Diligence and shall rely upon same. Except as may be expressly provided in this Agreement, upon Closing, Buyer shall assume the risk that adverse matters, including, but not limited to, adverse physical and environmental conditions, may not have been revealed by Buyer's inspections and investigations, so long as such adverse matters were not intentionally or fraudulently concealed by Seller. Buyer acknowledges and agrees that, except for the representations and warranties of Seller in this Agreement, upon Closing, Seller shall sell and convey to Buyer and Buyer shall accept the Property "as is, where is," with all faults and defects (latent and apparent). Except for the representations and warranties of Seller in this Agreement and in any conveyancing documents, Buyer further acknowledges and agrees that there are no oral agreements, warranties or representations, collateral to or affecting the Property by Seller or any agent, employee or contractor of Seller or any third party. Seller is not liable or bound in any manner by any oral or written statements, representations, or information pertaining to the Property furnished by Seller. Buyer acknowledges that the purchase price reflects the "as is" nature of this sale and any faults, liabilities, defects or other adverse matters that may be associated with the Property. Buyer has fully reviewed the disclaimers and waivers set forth in this Agreement with its counsel and understands the significance and effect thereof.
27. Release. As of Closing, Buyer hereby (i) assumes the risk of all adverse matters, including adverse physical conditions, defects, including construction defects, and environmental, health, safety and welfare matters and conditions, which may or may not have been revealed by Buyer's Due Diligence, or any portion thereof, and (ii) fully and irrevocably releases Seller from any and all claims that Buyer may have against Seller for any liability arising from or related to any matter of any nature relating to, and any condition of, the Property, or any portion thereof, or the purchase of the Property by Buyer from Seller pursuant to this Agreement, including any liability arising in connection with any latent or patent construction defects therein, compliance thereof with applicable law, the existence or absence of any environmental hazards or conditions thereon (including the presence of any Hazardous Substances) and other environmental matters within, under or upon, or in the vicinity of the Property, or any portion thereof, any statutory or

common law right Buyer may have to receive disclosures from Seller, or any other condition or circumstance affecting the Property, or any portion thereof, including any facility, its financial viability, use or operation.

28. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state of Washington.
29. Headings. The paragraphs throughout this Agreement are for convenience and reference only, and words contained therein shall in no way be held to explain, modify, or aid in the construction or meaning of the provisions of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, as of the Effective Date, the parties have executed this Agreement affirming that Seller agrees to sell the Property and Buyer agrees to purchase the Property on the terms and conditions herein.

SELLER:

Affinity Vancouver Manager, LLC, a Washington limited liability company

By: _____
By: Darin Davidson, Member/Manager

BUYER:

CITY OF VANCOUVER, s Washington municipal corporation

By: _____
By: Eric J. Holmes, City Manager (or Designee)

ATTEST:

By: _____
By: Natasha Ramras, City Clerk (or Designee)

APPROVED AS TO FORM:

By: _____
By: Jonathan Young, City Attorney (or Designee)

Address for Notices:

Linda Carlson
City of Vancouver
PO Box 1995
Vancouver, WA 98668-1995

Telephone: (360) 487-8423
FAX: (360) 487-8496

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

[TO BE INSERTED]

EXHIBIT B
SELLER INFORMATION

- 1) Parcel Map
- 2) Parcel Summary and Asking Price Spreadsheet
- 3) Critical Areas Report by Ecological Land Services Updated January 2019
- 4) Critical Areas Map (from Critical Areas Report)
- 5) Existing Conditions Survey by Minister-Glaeser Surveying, Inc., dated January 7, 2016

EXHIBIT C

FORM OF STATUTORY WARRANTY DEED

GRANTOR: AFFINITY VANCOUVER MANAGER, LLC, a Washington limited liability company

GRANTEE: CITY OF VANCOUVER, a Washington municipal corporation

ABBREVIATED LEGAL DESCRIPTION:

#103 THOMAS NERTON DLC 1.21A
#104 THOMAS NERTON DLC 1.74A
#105 THOMAS NERTON DLC 2.01A

TAX PARCEL NUMBERS:

159854-000
159855-000
159856-000

AFFINITY VANCOUVER MANAGER, LLC, a Washington limited liability company, as GRANTOR, for and in consideration of Ten US Dollars and other good and valuable consideration, in hand paid, conveys and warrants to CITY OF VANCOUVER, a Washington municipal corporation, as GRANTEE, the real property referenced above and more fully described on the attached Exhibit A, subject only to those matters set forth on Exhibit B, each Exhibit hereto incorporated herein by reference.

DATED: [MONTH/DAY/YEAR]

GRANTOR:

Affinity Vancouver Manager, LLC, a Washington limited liability company

By: _____ [EXHIBIT ONLY]
By: Darin Davidson, Member/Manager

NOTARY ACKNOWLEDGEMENTS

STATE OF WASHINGTON

COUNTY OF SPOKANE

This Statutory Warranty Deed was acknowledged before me on _____ (date) by Darin Davidson as the Manager of the Grantor, Affinity Vancouver Manager, LLC, a Washington limited liability company.

Notary Public Signature: _____

Notary Public in and for the State of Washington

My Commission Expires: _____

**STATUTORY WARRANTY DEED
EXHIBIT A – LEGAL DESCRIPTIONS**

[TO BE INSERTED]

**STATUTORY WARRANTY DEED
EXHIBIT B – PERMITTED ENCUMBRANCES**

[TO BE INSERTED]