

WATER RIGHTS PURCHASE AND SALE AGREEMENT

THIS WATER RIGHTS PURCHASE AND SALE AGREEMENT by and between **KUNZE FARM INVESTMENT CO., INC.**, a Washington Corporation (“*Seller*”), and the **CITY OF CAMAS, WASHINGTON**, a municipal corporation of the State of Washington, (“*Buyer*”), is made and entered as follows:

- A. Seller owns approximately 76 acres of real property located in Clark County, State of Washington, as more particularly described in Exhibit A (“*Land*”).
- B. Seller owns groundwater rights appurtenant to, used with, or associated with the Land and are described on a water right certificate issued by the Washington Department of Ecology as follows (“*Water Rights*”). A copy of the water right certificate is attached as Exhibit B.

<i>Certificate Number:</i>	G2-20938
<i>Name:</i>	Victor Bloomquist
<i>Priority Date:</i>	April 4, 1973
<i>Rate:</i>	330 gallons per minute
<i>Duty:</i>	160 acre-feet per year
<i>Point of Withdrawal:</i>	Well – located within N1/2SW1/4 of Sec. 31, T. 3 N., R. 3 E.W.M.
<i>Place of Use</i>	That portion of W1/2SE1/4 and N1/2 of the fractional SW1/4 in Sec. 31, T. 3 N., R. 3 E.W.M. lying west of Northeast Ward Road

In this factual context, the Parties agree to the following:

Section 1. Agreement to Purchase and Sale

Subject to the terms and conditions of this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller the Water Rights.

Section 2. Purchase Price

- a) The parties agree to the following Purchase Price:

Ninety Thousand dollars (\$90,000.00) for all water rights described in Exhibit B.
- b) The Purchase Price for the Water Rights shall be adjusted for any reductions in quantities set forth in Exhibit B that Seller is unable to convey to Buyer.
- c) The Purchase Price shall be paid by Buyer to Seller in cash or other immediately available funds at the Closing.

Section 3. Earnest Money

- a) **Earnest Money.** Buyer shall deposit two thousand dollars (**\$2,000**) as earnest money with _____ Title Company within 10 business days after the Effective Date of this Agreement.
- b) **Refundability.** The Earnest Money shall be nonrefundable except in the event that Buyer elects to terminate the Agreement under Section 4.4(c), 6.3(b), 8.3(a), or 9.3 (each, a “**Buyer Termination**”).
- c) **Earnest Money Applicable to Purchase Price.** The Earnest Money shall be credited against the Purchase Price on the Closing Date.

Section 4. Due Diligence

4.1 Reports and Studies

Buyer shall provide Seller with copies of all reports and studies resulting from any Due Diligence related to the Water Rights.

4.2 No Liens; Indemnity

Buyer shall keep the Land and Water Rights free of liens arising from the conduct of Buyer and its designees and their employees, agents or contractors. Buyer shall indemnify Seller against any claims, damages, liabilities or costs (including reasonable attorneys’ fees) directly caused by Buyer’s or Buyer’s designees’ entry and activities upon the Land; provided, however, that this indemnity shall not apply to impacts on the value of the Water Rights arising from conditions discovered by Buyer’s testing, inspection or investigation. This indemnity shall survive the termination of this Agreement.

4.3 Termination

Buyer shall have the right, in its sole discretion, to terminate this Agreement for any or no reason prior to the Closing Date by written notice to Seller, whereupon all rights and obligations of the parties to each other shall cease without further liability. Unless Buyer terminates this Agreement pursuant to Section 4.4(c), 6.3(b), 8.3(a), or 9.3, the earnest money deposit shall be paid to Seller and Buyer agrees to execute escrow instructions to effectuate the payment of the earnest money deposit to Seller.

4.4 Title Review

- a) **Title Report.** Within thirty (30) days after the Effective Date, Buyer shall deliver to Seller a current preliminary title report for the Land prepared by _____ Title Company, Vancouver, Washington.
- b) **Monetary Liens.** At its expense, Seller shall at or before the Closing Date remove all monetary liens on the Water Rights (collectively, "*Monetary Liens*"), including, without limitation: (i) all delinquent taxes, any bonds, or past-due assessments including interest and penalties; and (ii) all other monetary liens (including judgment and mechanics' liens, whether or not liquidated, and mortgages and deeds of trust, with Seller being fully responsible for any fees or penalties). Monetary Liens shall not include a lien for non-delinquent general real property taxes or other amounts prorated in accordance with Section 5.2.
- c) **Seller's Refusal to Deliver Title.** If, on the Closing Date, title to any of the Water Rights remains subject to any exceptions identified in the preliminary title report, Seller agrees to remove or cure exceptions and/or clouds of title within a reasonable time frame to be agreed to by the Buyer. The Buyer, at its election may: (i) proceed to the Closing and deduct from the Purchase Price Buyer's reasonable estimate of the cost to remove, or the reduction in the value of the Water Rights due to the exception; or (ii) terminate this Agreement and receive the return of the Earnest Money.

4.5 Seller Cooperation with Due Diligence and Regulatory Approvals

Seller shall provide Buyer access to all the records related to ownership, physical condition, development, or operation of, or rights in, the Water Rights that are in such Seller's possession or control. Seller shall make their engineers, water rights surveyors and attorneys who have knowledge of such seller's Water Rights reasonably available to Buyer for interview and shall instruct their engineers, water rights surveyors and attorneys to provide Buyer with copies of all documents requested by Buyer or which such Buyer's attorneys believe are relevant to Buyer's due diligence investigation; provided, however, that nothing in this Section shall obligate Seller or its engineers,

water rights surveyors, or attorneys to provide privileged information to Buyer. Seller agrees to cooperate in all efforts to conduct due diligence and to seek regulatory approvals for Buyer to make use of the Water Rights and Seller further agrees not to protest or oppose any regulatory approvals applications or permits Buyer may pursue to make use of the Water Rights whether before or after the close of escrow. The provisions of this Section shall survive the Closing and any termination of this Agreement.

Section 5. Covenants

5.1 Pre-Closing Mutual Cooperation

Seller and Buyer shall each cooperate with the other in pursuing the matters required to be performed by the other as set forth in this Agreement and otherwise shall use commercially reasonable efforts to fulfill the conditions to the Closing.

5.2 Preservation of the Property

Seller shall not: (a) sell, encumber or transfer any interest in all or any portion of the Water Rights between the Effective Date and the Closing Date; (b) take any action that adversely affects title to the Water Rights; or (c) without Buyer's written consent, which shall not be unreasonably withheld, enter into any other agreement of any type affecting the Water Rights that will survive the Closing Date or adversely affect Buyer's use of the Water Rights or Buyer's obtaining any Entitlement. Seller shall file all necessary documents, extensions of time and associated fees to maintain the good standing of the Water Rights. Seller shall fully and timely comply in all material respects with any obligations that are applicable to the Water Rights during the period prior to the Closing Date. Seller shall pay all real property taxes, assessments and other levies against the Water Rights before their original delinquency date if such date occurs prior to Closing, and without Buyer's consent, Seller shall not enter into any plan or agreement with any governmental authority permitting payment of any such impositions after the Closing Date.

Section 6. Conditions to Closing

6.1 Seller' Conditions

The following are conditions precedent to Seller' obligation to sell the Water Rights:

- a) All representations and warranties made by Buyer in this Agreement shall be true when made and shall be true on the Closing Date as if made as of the Closing

Date, without any material adverse change, except for any material adverse change of which Buyer has notified Seller and Seller have accepted in writing; and

- b) Buyer shall not be in default in the performance of its obligations under this Agreement.

6.2 Buyer's Conditions

The following are conditions precedent to Buyer's obligation to purchase the Water Rights:

- a) All representations and warranties made by Seller in this Agreement shall be true when made and shall be true on the Closing Date as if made as of the Closing Date, without any material adverse change, except for any material adverse change of which Seller has notified Buyer and Buyer has accepted in writing;
- b) Seller shall not be in default in the performance of its obligations under this Agreement; and
- c) As of the Closing, there shall not be any litigation, appeal or other governmental proceeding pending which could materially and adversely affect Buyer's proposed use of the Water Rights.

6.3 Failure to Satisfy Conditions

- a) In the event the conditions set forth in Section 6.1(a) through 6.1(c) are not satisfied or waived by the Closing Date, Seller shall have the right to terminate this Agreement. In the event of such termination, Seller shall be entitled to retain the Earnest Money.
- b) In the event that the conditions set forth in Section 6.2(a) through 6.2(c) are not satisfied or waived by the Closing Date, Buyer shall have the right to terminate this Agreement. In the event of such termination, Seller shall immediately return the Earnest Money to Buyer.

Section 7. Closing and Escrow

7.1 Closing Date

The closing of the sale will take place within 180 (one-hundred and eighty) days after the Effective Date unless extended ("**Closing Date**"). Closing shall take place at offices of _____ **Title** **Company,**

_____, **Vancouver, Washington.** The Closing Date may be extended by written agreement of the Parties.

7.2 Closing Deliveries by Seller

At least one business day prior to Closing, Seller shall deposit into Escrow the following documents:

- a) Duly executed and acknowledged Bargain and Sale Water Rights Deed conveying title to the Water Rights to Buyer, free and clear of all liens and encumbrances; and
- b) Such additional documents, including without limitation written escrow instructions consistent with this Agreement, as are reasonably required by the Title Company to close the Escrow and consummate the purchase and sale of the Water Rights under this Agreement.

7.3 Closing Deliveries by Buyer

At least one business day prior to Closing, Buyer shall deposit into Escrow the following:

- a) The balance of the Purchase Price and all additional amounts due in immediately available funds; and
- b) Such additional documents, including without limitation written escrow instructions consistent with this Agreement, as are reasonably required by the Title Company to close the Escrow and consummate the purchase and sale of the Water Rights under this Agreement.

7.4 Closing Costs and Expenses

The following closing costs shall be paid as provided:

- a) Title Insurance Premiums, if any, shall be paid by Buyer;
- b) Recording Fees, Closing Costs, Escrow Changes and related fees shall be paid by Buyer; and
- c) Real Estate Excise Tax shall be paid by Seller.

7.5 Assignments

At or prior to the Closing Date, Seller shall deliver in form and substance reasonably acceptable to Buyer such assignments as may be reasonably necessary to consummate the purchase and sale of the Water Rights under this Agreement. If any third-party consent is required to allow the transfer, Seller shall obtain that consent.

7.6 Possession and Use of Water Rights

- a) Possession of the Water Rights shall transfer to Buyer at the Closing.
- b) The Parties may enter into a separate agreement for use of the Water Rights following the Closing, the terms of which shall be independent from this Agreement.

7.7 Closing

At the Closing, the Title Company shall: (a) record the Bargain and Sale Water Rights Deed; (b) deliver the Purchase Price less Closing adjustments to Seller; (c) deliver a conformed copy (showing all recording information thereon) of the Bargain and Sale Water Rights Deed; and (d) deliver to the appropriate party such other documentation, agreements and assignments as may be required by this Agreement. The Title Company shall also prepare and sign closing statements showing all receipts by and disbursements from Escrow and deliver copies to Buyer and Seller, and shall file with the Internal Revenue Service (with copies to Buyer and Seller) the reporting statement required under Section 6045(e) of the Internal Revenue Code, if applicable.

Section 8. Representations and Warranties

8.1 Seller' Representations and Warranties

Seller makes the following covenants, representations and warranties for the benefit of Buyer:

- a) **Due Authority.** Seller has all requisite power and authority necessary, has taken all requisite action, and Seller and the persons executing this Agreement on behalf of Seller are duly authorized to consummate the transactions contemplated in this Agreement.
- b) **Water Rights, Title and Related Matters.** Seller is and shall be at the Closing, the owner of all right, title and interest in the Water Rights, and shall have and convey to Buyer at Closing good and marketable title to the Water Rights. Seller

has not previously sold, encumbered, pledged, assigned, conveyed, or transferred any of the Water Rights, and the Water Rights are free and clear of all security interests, mortgages, liens, pledges, charges, claims, or encumbrances of any kind or character. There is no lease affecting any portion of the Water Rights, and no person or entity has any right or option to purchase the Water Rights or any portion thereof.

- c) **Litigation.** There is, to the best of Seller's knowledge, no litigation, proceeding, claim or investigation, including, without limitation, any condemnation proceeding, pending or, to Seller's actual knowledge, threatened, which adversely affects the Water Rights or any portion thereof, in any court or before any federal, state, county, or municipal department, commission, board, bureau or agency or other governmental instrumentality.
- d) **No Misstatement.** No representation, statement or warranty by Seller contained in this Agreement or in any Exhibit hereto contains or will contain any untrue statements or omits, or will omit, any material fact necessary to make the statement of fact recited not misleading.
- e) **No Agreements.** Neither the execution and delivery of this Agreement by Seller nor the consummation of the transactions contemplated hereby will result in any breach or violation of or default under any judgment, decree, order, mortgage, lease, agreement, indenture or other instrument to which Seller is a party, or to which they are bound.
- f) **Authorization.** At the time of their execution and delivery, this Agreement and all other documents executed by Seller and delivered by Seller to Buyer are and shall be: (i) duly authorized, executed and delivered by Seller; (ii) legal, valid and binding obligations of Seller (and, with respect to those documents which are instruments of conveyance, sufficient to convey title); and (iii) enforceable in accordance with their respective terms.
- g) **Physical Condition.** Seller makes no warranties or representations regarding the quantification or transferability of the Water Rights.
- h) **Change in Points of Withdrawal; Place of Use; Purpose of Use, Manner of Use.** Seller makes no warranties or representations regarding whether Buyer may change the Water Right point of withdrawal, place of use, purpose of use or manner of use.

8.2 Buyer's Representation and Warranty

- a) **Status, Power and Authority.** Buyer has all the requisite power and authority to enter into and carry out its obligations under this Agreement.
- b) **Due Authorization, Execution and Delivery.** The execution, delivery, and performance of this Agreement by the persons executing the same on behalf of Buyer have been duly and validly authorized. Buyer represents and warrants for the benefit of Seller that, at the time of their execution and delivery, this Agreement and all other documents executed by Buyer and delivered by Buyer to Seller are and shall be: (i) duly authorized, executed and delivered by Buyer; (ii) legal, valid and binding obligations of Buyer; and (iii) enforceable in accordance with their respective terms.
- c) **Representation.** Buyer represents that the funding, appraisal process, and various regulatory approvals are all public processes that will necessarily be carried out in a public environment and Seller should anticipate that the terms and conditions of the purchase and sale agreement will also become public.

8.3 Changed Circumstances

- a) If any representation or warranty given by Seller becomes untrue in any material respect due to changed circumstances, the Seller shall promptly give written notice to the Buyer of the changed circumstances. The Seller shall take all commercially reasonable steps to address the changed circumstances so as to make the representation and warranty true and correct in all material respects once again. If the Seller is unable to do so to the Buyer's reasonable satisfaction within a reasonable time, or to give reasonably satisfactory assurances to the Buyer that the representation and warranty will be true and correct in all material respects as of the Closing Date, the Buyer shall have the right to terminate this Agreement.
- b) If any representation or warranty given by Buyer becomes untrue in any material respect due to changed circumstances, the Buyer shall promptly give written notice to the Seller of the changed circumstances. The Buyer shall take all commercially reasonable steps to address the changed circumstances so as to make the representation and warranty true and correct in all material respects once again. If the Buyer is unable to do so to the Seller's reasonable satisfaction within a reasonable time, or to give reasonably satisfactory assurances to the Seller that the representation and warranty will be true and correct in all material respects as of the Closing Date, the Seller shall have the right to terminate this Agreement.
- c) Nothing in this Section shall be interpreted to waive or limit the liability of either party for a breach of the representations and warranties in this Agreement.

8.4 Change in Tax Status

The Parties to this Agreement recognize that changing the agriculture uses of the Land may impact the tax status of the Land. Nothing in this Agreement shall be interpreted to create any responsibility or liability for Buyer with respect to any change in the tax status.

Section 9. Termination

9.1 Termination by Seller

In the event of any default under this Agreement by Buyer, which default, (a) if it be in the payment of any Earnest Money or any other default that can be cured by the payment of money, continues uncured for a period of 10 business days after Buyer's receipt of written notice from Seller, or (b) if it be a non-monetary default under this Agreement, and the default continues uncured for a period of 30 days, or such longer period as reasonably required for Buyer acting diligently to cure, after Buyer's receipt of written notice from Seller, then in either case Seller shall have the right to terminate this Agreement and all rights of Buyer under this Agreement. In the event of such a termination, the Seller retains the Earnest Money.

Notwithstanding the foregoing, if Buyer commences cure of a non-monetary default within the Buyer Non-Monetary Default Cure Period, and diligently pursues cure thereafter, the Buyer Non-Monetary Default Cure Period shall be extended for such additional period of time as is reasonably necessary to complete such cure prior to the Closing Date.

9.2 LIQUIDATED DAMAGES

UPON THE TERMINATION OF THIS AGREEMENT BY SELLER UNDER SECTION 9.1 (A "**SELLER TERMINATION**"), THE EARNEST MONEY SHALL BE RETAINED BY SELLER AS LIQUIDATED DAMAGES. THE PARTIES AGREE THAT SELLER' ACTUAL DAMAGES, IN THE EVENT OF A SELLER TERMINATION, WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. THEREFORE, BY CAUSING THEIR AUTHORIZED SIGNATORIES TO PLACE THEIR INITIALS BELOW, THE PARTIES ACKNOWLEDGE THAT THE EARNEST MONEY ACTUALLY PAID TO SELLER HAVE BEEN AGREED UPON, AFTER NEGOTIATION, AS THE PARTIES' REASONABLE ESTIMATE OF SELLER'S DAMAGES AND AS SELLER'S EXCLUSIVE REMEDY AGAINST BUYER, AT LAW OR IN EQUITY.

INITIALS: Seller _____ Buyer _____

9.3 Termination by Buyer

In the event of any default under this Agreement by Seller, which default, (a) if it be in a default that can be cured by the payment of money, continues uncured for a period of 10 business days after written notice from Buyer to Seller, or (b) if it be a non-monetary default under this Agreement, and the default continues uncured for a period of 30 days after written notice from Buyer to Seller, or such longer period as reasonably required for Seller acting diligently to cure, then in either case Buyer shall have the right to terminate this Agreement and all rights of Seller under this Agreement. In the event of such a termination, Buyer shall be entitled to a return of the Earnest Money.

Section 10. Miscellaneous

10.1 Attorneys' Fees

If any legal action or other proceeding is commenced to enforce or interpret any provision of, or otherwise relating to, this Agreement, the losing party shall pay the prevailing party's actual expenses incurred in the investigation of any claim leading to the proceeding, preparation for and participation in the proceeding, any appeal or other post judgment motion, and any action to enforce or collect the judgment including contempt, garnishment, levy, discovery and bankruptcy. For this purpose, "expenses" include, without limitation, court or other proceeding costs and reasonable experts' and attorneys' fees and their expenses. The phrase "prevailing party" shall mean the party who is determined in the proceeding to have prevailed or who prevails by dismissal, default or otherwise.

10.2 Construction of Agreement

The parties mutually acknowledge that they and their respective attorneys have participated in the preparation and negotiation of this Agreement. In cases of uncertainty this Agreement shall be construed without regard to which of the parties may have caused the uncertainty to exist.

10.3 Washington Law

The validity, interpretation and performance of this Agreement shall be controlled and governed by and construed under the laws of the State of Washington.

10.4 Further Assurances

All parties, at any time before or after the Closing, shall at its own expense execute, acknowledge and deliver any additional deeds, assignments, conveyances and other

assurances, documents and instruments reasonably requested by the other party, and shall take any other action consistent with the terms of this Agreement that may reasonably be requested by such other party, for the purpose of confirming, consummating and effectuating any of the transactions contemplated by this Agreement.

10.5 Notices

All notices, consents, requests, demands or other communications to or upon the respective parties made pursuant to this Agreement shall be in writing and shall be effective for all purposes upon receipt on any business day before 5:00 PM local time and on the next business day if received after 5:00 PM or on other than a business day, including without limitation, in the case of (i) personal delivery, (ii) delivery by messenger, express or air courier or similar courier, (iii) delivery by United States first class certified or registered mail, postage prepaid, and (iv) transmittal by facsimile, addressed as follows:

To Buyer:

Peter Capell, City Administrator
City of Camas
616 NE 4th Avenue
Camas, WA 98607
Facsimile: 360-817-7104

To Seller:

Kunze Farm Investment Co., Inc
5512 NE 109th Court, Suite 101
Vancouver, WA 98662
Facsimile:

In this Section “*business days*” means days other than Saturdays, Sundays, and federal and state legal holidays. Either party may change its address by written notice to the other in the manner set forth above. Receipt of communications by United States first class or registered mail shall be sufficiently evidenced by return receipt. Receipt of communication by facsimile shall be sufficiently evidenced by a machine-generated confirmation of transmission without notation of error. In the case of illegible or otherwise unreadable facsimile transmissions, the receiving party shall promptly notify the transmitting party of any transmission problem and the transmitting party shall promptly resend any affected pages.

10.6 Relationship

The relationship of the parties to this Agreement is determined solely by the provisions of this Agreement. The parties do not intend to create any agency, partnership, joint venture, trust or other relationship with duties or incidents different from those of independent parties to an arm's-length contract for the sale and purchase of real estate.

10.7 Severability

The provisions of this Agreement are intended to be severable and enforced to the maximum extent permitted by law. If for any reason any provision of this Agreement shall be held invalid, illegal or unenforceable in whole or in part in any jurisdiction, then that provision shall be ineffective only to the extent of the invalidity, illegality or unenforceability and in that jurisdiction only, without in any manner affecting the validity, legality or enforceability of the unaffected portion and the remaining provisions in that jurisdiction or any provision of the Agreement in any other jurisdiction. The unaffected portion and provisions of the Agreement will be enforced to the maximum extent permitted by law.

10.8 Assignability

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, estates, successors and assigns. Seller shall not assign all or any portion of its interest in this Agreement without the prior written consent of the Buyer (which consent shall not be unreasonably withheld); provided, however, that Seller may assign this Agreement to any family member, a trust for Seller or his/her family member's benefit or a charitable trust. Any such assignment shall not release Seller from their obligations under this Agreement. Buyer and its assigns shall have the right to assign their rights and delegate their authorities and responsibilities under this Agreement, without Seller's consent in whole or in part, including without limitation the right to assign this agreement to any affiliate of Buyer, or any organization designated by Buyer or its assignee. Any such assignment shall release the assignor from their respective obligations under this Agreement. Buyer or Seller shall give the other written notice of any assignment.

10.9 Time of the Essence

Time is of the essence in the performance of each party's respective obligations under this Agreement.

10.10 Transaction Expenses

Whether or not the transactions contemplated by this Agreement are consummated, each party shall pay its own fees and expenses incident to the negotiation, preparation, execution, authorization (including any necessary meetings or actions) or delivery of this Agreement and in consummating the transactions contemplated by this Agreement, including, without limitation, the fees and expenses of its attorneys, accountants and other advisors.

10.11 Waiver, Modification and Amendment

No amendment of, supplement to or waiver of any obligations under this Agreement will be enforceable or admissible unless set forth in a writing signed by the party against which enforcement or admission is sought. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted shall apply solely to the specific instance expressly stated.

10.12 Brokers' Fees

Seller and Buyer represent that they have not dealt with any agent or broker in connection with this transaction. Seller and Buyer shall each indemnify, defend and hold the other harmless from and against all liability, costs, damage or expenses (including without limitation attorneys' fees and costs) on account of any claims for brokerage commission or finder's fees by anyone else as a result of dealings with the indemnifying party. The provisions of this Section shall survive the Closing and any termination of this Agreement.

10.13 Force Majeure

Performance by either party of its obligations hereunder shall be excused during any period of "**Permitted Delay**". Permitted Delay shall mean delay beyond the reasonable control of the party claiming the delay specifically excluding a party's financial inability to perform, but including, without limitation (a) acts of God, including without limitation earthquakes, floods, fire, weather conditions that are abnormal for the period of time and could not have been reasonably anticipated, and other natural calamities, (b) civil commotion; (c) riots or terrorist acts; (d) strikes, picketing or other labor disputes; (e) damage to work in progress by reason of fire, floods or other casualties; (f) failure, delay or inability of the other party to act; (g) vandalism; (h) moratoria or other delays caused by restrictions imposed or mandated by governmental entities; or (i) legal or administrative actions related to the use of the Water Rights, or any other third party actions or claims that prevent or delay use of all or a portion of the Water Rights subject to the applicable deadline. The party claiming the benefit of the Permitted

Delay shall notify the other Party of its intent to claim a Permitted Delay and the specific grounds of the same within 10 business days after the occurrence of the conditions that establish the grounds for the claim.

10.14 Entire Contract

This Agreement constitutes the entire contract between the Buyer and the Seller and a complete and exclusive expression of their agreement and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement.

10.15 Memorandum of Purchase and Sale Agreement

A memorandum of this Agreement may be executed and recorded in the official records of Clark County at the request of either party. In the event of such a recording, upon expiration or termination of the Agreement, Buyer, upon Seller' request, shall immediately execute in recordable form and deliver to Seller a release releasing any interest in the Water Rights.

10.16 Counterparts

This Agreement may be executed in multiple identical counterparts, each of which shall be deemed an original, and counterpart signature pages may be assembled to form a single original document. This Agreement may be executed and delivered by the exchange of electronic facsimile copies or counterparts of the signature page, which shall be considered the equivalent of ink signature pages for all purposes.

10.17 Exhibits

The Exhibits attached to this Agreement shall be deemed to be a part of this Agreement and are fully incorporated by reference.

Exhibit A: Land

Exhibit B: Water Rights

IN WITNESS WHEREOF the parties have executed this Water Rights Purchase and Sale Agreement as of the last date of signature (“*Effective Date*”).

SELLER: Kunze Farm Investment Co., Inc.

By:
Its:
Dated:

BUYER: City of Camas, Washington

By:
Its:
Dated:

Approved as to form:

By:
Its: City Clerk

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____
(date) by _____, as _____
of **Kunze Farm Investment Co., Inc.**

Notary Public

Printed Name: _____

(Seal)

My Commission Expires:

DRAFT

Exhibit "A" – Land

Clark County Tax Id No. 2075430000

[Insert Legal Description]

