

AGREEMENT FOR TRANSFER AND CONVEYANCE

THIS AGREEMENT FOR TRANSFER AND CONVEYANCE (this "Agreement") is entered into as of MAY 1, 2018 (the "Effective Date") by and between Georgia-Pacific Consumer Operations LLC, a Delaware limited liability company ("Transferor"), and the City of Camas, a municipal corporation (the "City"). Transferor or the City may be separately referred to as a "Party," and together as the "Parties".

RECITALS

A. Transferor owns certain real property in Clark County, Washington (the "Georgia-Pacific Property") described on Exhibit A attached hereto. Transferor desires to convey and dedicate to the City certain portions of the Georgia-Pacific Property that are depicted on Exhibit B attached hereto (the "Transfer Property"), subject to the terms and conditions of this Agreement.

B. City desires to accept Transferor's conveyance of the Transfer Property, subject to the terms and conditions of this Agreement.

AGREEMENT

In consideration of the foregoing recitals, which are hereby incorporated into this Agreement as though set forth in full, and in consideration of the mutual promises and covenants contained herein, the Parties hereto agree as follows:

1. Conveyance; Acceptance.

1.1 Transferor agrees to convey to the City, and the City agrees to accept from Transferor, the Transfer Property, pursuant to the terms and conditions of this Agreement. The conveyance of the Transfer Property to the City shall be a dedication for public use, and the City shall pay no monetary amount to Transferor by way of purchase price for the Transfer Property.

1.2 The Parties acknowledge that the Transfer Property shall include the dam structures (the "Dam") located on tax parcels 124480000 and 124482000 and the staircase commonly known as the City Steps located on tax parcel 90918000 and 90911000.

1.3 The Parties acknowledge that the Transfer Property shall not include any water rights held by Transferor, all of which shall be retained by Transferor.

2. Easement Agreement. At Closing, Transferor and Transferee shall enter into an easement agreement (the "Easement Agreement") for a permanent access easement over Clark County tax parcel 90910000 to provide vehicular and pedestrian access to Transferor's property known as Clark County Tax Parcel 91043000. Transferor and Transferee shall work together during the Review Period to agree upon and finalize the form of the Easement Agreement. Transferor shall be responsible for the cost of any surveys or legal descriptions prepared in connection with the Easement Agreement. During the Review Period, the parties hereto shall also determine if there

are any private utilities located on the Transfer Property that serve the Georgia-Pacific Property. In the event any such utilities are identified, at Closing the parties shall enter into a mutually-acceptable easement agreement to allow such utilities to remain on the Transfer Property.

3. The City's Property Review

3.1 Access to Property; Inspections. The City shall have until one hundred twenty (120) days after the Effective Date (the "Review Period"), to satisfy itself concerning all aspects of the Transfer Property, including without limitation, the physical condition of the Transfer Property, the existence of wetlands and other sensitive areas, the availability of utilities serving the Transfer Property, the means by which the Property has access to public rights-of-way, and the ability of the City to obtain any permits or approvals necessary for the Property to be used for its intended purpose, subject to the Restrictive Covenants (defined below), provided that the City may elect to waive the Review Period and proceed to Closing at any time, subject to the terms and conditions of this Agreement. All such work and studies shall be at the sole cost and expense of the City and shall be nondestructive and shall not be invasive or involve subsurface investigations of the Transfer Property, except with the prior written consent of the Transferor, which consent shall be granted or withheld in Transferor's sole discretion. With respect to any such invasive or subsurface testing as Transferor may approve, the City shall notify Transferor at least five (5) business days in advance of any proposed soil or groundwater testing or any other invasive sampling, and shall conduct only such testing as may be approved by Transferor in its sole discretion and with such conditions as Transferor may require, including, but not limited to, requiring (i) an employee or representative of Transferor be present for such testing and (ii) that Transferor's representative be permitted to take split samples of any samples taken by the City's representative. The City shall, at its expense, restore any damage to or disturbance of the Transfer Property caused by its inspections. All costs and expenses of all of the City's tests, inspections and studies shall be paid by the City when due, regardless of whether the dedication of the Transfer Property occurs. Further, the City agrees to abide by any safety rules or rules of conduct imposed by Transferor with respect to the City's access.

3.2 Environmental Inspections. The City agrees to provide Transferor with a true and complete copy of all environmental studies, tests and reports which the City obtains in connection with its inspection of the Transfer Property if requested by Transferor. The City shall pay for all costs of its environmental inspections regardless of whether the transfer of the Transfer Property occurs.

3.3 Records Access and Scope of Inspections. The City acknowledges that Transferor has previously provided the City with copies of the following review materials: 2016 Lacamas Lake Dam Inspection Reports, 2017 Lacamas Lake Dam Inspection Reports, 2016 Lacamas Lake Dam Maintenance Summary and 2017 Lacamas Lake Dam Maintenance Summary. Within thirty (30) days following execution of this Agreement, the City shall be provided from Transferor the following documents: Most recent Lacamas Lake Dam O&M Manual, Most recent Lacamas Lake Dam Emergency Action Plan, Dam Seepage Measurements, Lacamas Lake Dam Engineering Drawing and Diagrams and Lake Level Transmitter Manual and Drawings. The City may, at its option and upon prior reasonable notice to Transferor, inspect Transferor's real property files related to the Transferor Property located at Transferor's Camas, WA facility, which documents will be made available to the City during normal business

hours at said location. However, the City agrees that it shall be solely responsible for the nature, scope and extent of its investigations of the Transfer Property and no statements made or information provided by Transferor or any agent or employee of Transferor shall be construed or relied upon as advice or a recommendation as to the kind or extent of any studies, tests or evaluations which should be obtained by the City or will be adequate for the City's intended use of the Transfer Property.

3.4 The City's Acceptance of Property. If, by the end of the Review Period, the City has not notified Transferor in writing that the City does not accept the Transfer Property and all aspects thereof in its then current condition, the City shall be deemed to have accepted the Transfer Property and all aspects thereof in its then current condition, and the City and Transferor shall proceed to Closing as contemplated by this Agreement.

3.5 Confidentiality Requirements. Prior to acquiring the Transfer Property, the City shall use and disclose information it obtains about the Transfer Property solely in connection with its purchase evaluation. Neither Party shall disclose any such information related to this Agreement or the transactions herein contemplated to any third party except (a) as required under public records laws of the State of Washington; (b) to such Party's permitted assignees, successors, property consultants and attorneys; (c) as required by any court of competent jurisdiction or as may be necessary in such Party's reasonable judgment in connection with any mediation, arbitration or litigation in connection with this Agreement; and (d) as to any information which is otherwise a matter of public record.

3.6 The City's Risk and Inspection Indemnity. The City assumes all of the risks of entry upon the Transfer Property by the City or its employees, agents or contractors, including the risk of personal injury. The City shall indemnify, hold harmless and, at the election of Transferor and with counsel acceptable to Transferor, defend Transferor from any and all cost, expense, liability, lien, charge or claim arising out of or related to the exercise by the City of its rights under this Section 3, or the conduct of any employee, servant, agent, contractor, licensee or invitee of the City, including all damages resulting from any damage to the Transfer Property or any Transfer Property of any person and any injury to or death of any person.

4. Title Report. Transferor shall provide the City with a preliminary title insurance commitment covering the Transfer Property for an ALTA standard form of owner's title insurance policy issued by First American Title Insurance Company at 818 Stewart Street, Seattle, Washington, which shall also act as escrow agent for the closing of this transaction (the "Escrow Agent").

5. Representations of Transferor. Transferor represents to the City as follows:

5.1 Agreement Binding. This Agreement is a valid and binding obligation of Transferor, enforceable against Transferor in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally.

5.2 Authority of Transferor. Transferor's execution, delivery of and performance under this Agreement are undertaken pursuant to authority validly and duly conferred upon Transferor and the signatories hereto.

5.3 No Breach of Agreements. This Agreement and the consummation of the transaction evidenced by this Agreement do not violate any other agreement to which Transferor is a party.

5.4 Warranty Relating to Dams. Transferor hereby warrants it has not received any written notice that the Transfer Property is subject to correction notices or is operating in violation of any applicable federal, state, or other governmental or quasi-governmental department regulations.

5.5 Upper Dam Repair. At Closing, the Transferor shall provide Transferee with a credit of Ten Thousand and No/100 Dollars (\$10,000.00) (the "Gate Repair Payment") to use towards replacing the wooden gates on the upper dam located upon the Transfer Property. The City shall be responsible for any costs of replacing said wooden gates in excess of the Gate Repair Allowance

6. Representations and Warranties of City. The City represents and warrants to Transferor as follows:

6.1 Agreement Binding. This Agreement is a valid and binding obligation of the City, enforceable against the City in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally.

6.2 Authority of the City. The City officials executing this Agreement have been lawfully authorized by the City and any necessary governing official, body, counsel or assembly thereof as required by any applicable law, ordinance, code or statute to execute this Agreement.

6.3 No Violation of Law. The entry into this Agreement by the City and the creation and performance of the obligations of the City contained in this Agreement are not prohibited by or in conflict with any applicable law, ordinance, code or statute.

6.4 Acknowledgment of Condition of Transfer Property. The City is acquiring the Transfer Property on an "as is" basis, without any representation or warranty of any kind or nature whatsoever, express or implied, and the City acknowledges that no such representations or warranties have been made except as set forth in writing herein. In deciding whether to accept the Transfer Property, the City is relying solely on the City's investigation of the Transfer Property.

6.5 Acknowledgment of Use of Transfer Property. The City is acquiring the Transfer Property for use as open space or park space for public use.

7. Conditions to Closing. Transferor's obligation to close this transaction is subject to the satisfaction of each of the following conditions:

7.1 The City shall be in all respects prepared to accept title to the Transfer Property in accordance with this Agreement.

7.2 The representations made herein by the City shall be accurate as of the Closing Date (defined below).

8. Closing.

8.1 Closing Date. Closing of the transaction contemplated in this Agreement ("Closing") shall occur on or before ten (10) days after the expiration or earlier termination of the Review Period, or such earlier date as the Parties may mutually agree (the date on which Closing actually occurs, the "Closing Date").

8.2 Conveyance. At Closing, Transferor shall convey all of its interests in the Transfer Property to the City by quit claim deed (the "Deed") in the form attached hereto as **Exhibit C**. The Deed shall reflect the following restrictive covenants: (i) the Transfer Property may not be rezoned or utilized for any purpose other than recreational purposes; (ii) there shall be no use of the groundwater from or on the Transfer Property for drinking water purposes; (iii) the ditch located on the Transfer Property shall not be used for the conveyance of surface water, and (iv) the Transfer Property may not be used, occupied or leased for any school, day care center or any similar use by or for children (the "Restrictive Covenants"). The City agrees that the Restrictive Covenants are an integral part of the consideration for the transfer of the Transfer Property and shall be maintained by the City, its successors, assigns and any third party to whom the City may seek to transfer or convey any interest in the Transfer Property. In the event the City or any of its successors or assigns breaches any of the Restrictive Covenants, Transferor and any entity related to Transferor, in addition to such damage remedies as Transferor may have, may pursue any other remedies available to it in law or equity including, without limitation, specific performance or other injunctive relief. The City agrees to indemnify Transferor and any entity which directly or indirectly controls, is controlled by, or is under common control with Transferor ("Transferor's Affiliates", and together with Transferor, the "Released Parties") against, and hold Transferor and the other Released Parties harmless from, any and all losses, costs, claims, expenses (including attorneys' fees and court costs), suits, actions, judgments, fines, penalties or damages arising out of or resulting from the City's breach of the Restrictive Covenants. The provisions contained in this Section 8 shall expressly survive Closing and delivery and recording of the Deed

8.3 Additional Closing Deliveries. At Closing, Transferor and the City shall cooperate in the completion of an IRS Form 8283 and the execution of a Donation Acknowledgement Letter (attached hereto as Exhibit "D" and incorporated herein by reference) with respect to the Transfer Property or portions thereof and any other ancillary documents reasonably requested by Transferor in connection with the completion of the transfer contemplated herein. The parties shall also execute the Easement Agreement(s) contemplated in Section 2 hereof.

8.4 Title Insurance. The City shall pay the cost of any title insurance it elects to purchase for the Transfer Property.

8.5 Closing Fees. The Parties shall each pay fifty percent (50%) of all recording fees, escrow fees and transfer or similar taxes, if any.

8.6 Appraisal. The Parties acknowledge and agree that the City previously obtained an appraisal of the Transfer Property dated September 29, 2017 performed by Colliers International (the "Appraisal"). Prior to Closing, the Parties agree to have the Appraisal updated to have an effective date no more than sixty (60) days prior to the Closing Date and to have Transferor added as a co-client to the Appraisal. Transferor shall be responsible for the cost of said update to the Appraisal.

8.7 Professional Expenses. Except as set forth in Section 8.6 above, each Party shall pay its own legal, accounting and other professional fees incurred in connection with the transaction contemplated by this Agreement.

9. Post-Closing Obligations. The City hereby agrees that within twelve (12) months after Closing, the City shall erect a sign, the design, content and location of which shall be subject to Transferor's reasonable approval, memorializing Transferor's dedication of the Transfer Property to the City, and shall thereafter maintain such sign in good condition. The provisions contained in this Section 9 shall expressly survive Closing and delivery and recording of the Deed.

10. Limitation on Representations and Warranties; Assumption and Release.

(a) Any documents, title commitments, title exceptions, assessments, surveys, plats, plans, reports or studies, including without limitation any documents provided pursuant to Section 3 hererof (collectively, "Review Documents") made available to the City by Transferor or Transferor's Affiliates are provided as information only. The City shall not rely upon Transferor's or Transferor's Affiliates' provision of any Review Documents in lieu of conducting its own due diligence. Transferor has not made, does not make, and has not authorized anyone else to make any representation as to: (i) the accuracy, reliability or completeness of any of the Review Documents; (ii) the availability of railroad, water, sewer, electrical, gas or other utility services; (iii) the Environmental Conditions (as defined below) of the Transfer Property, (iv) the habitability, merchantability or fitness for a particular purpose of all or any portion of the Transfer Property; (v) the number of acres contained in the Transfer Property or whether any portion of such Transfer Property is able to be developed; (vi) the zoning, subdivision or land use laws or requirements applicable to the Transfer Property or the conformance of the Transfer Property with any such zoning, subdivision or land use laws or requirements; or (vii) any other matter or thing affecting or relating to the Transfer Property, any buildings or other improvements located on the Transfer Property, the condition of any of them, or this Agreement. Subject to any express representations and warranties of Transferor contained in Section 5, upon the conveyance of the Transfer Property to the City, the City shall accept the Transfer Property in its present environmental and physical condition on an "AS-IS," "WHERE-IS," WITH ALL FAULTS AND DEFECTS basis regardless of how such faults and defects were caused or created (whether by Transferor's or Transferor's Affiliates' negligence, actions or fault or otherwise), and acknowledges that: (y) without this acceptance, this sale would not have been made and (z) Transferor, nor Transferor's Affiliates, shall be under any obligation whatsoever to undertake any improvement, repair, modification, alterations, removal, remediation or other work of any kind with respect to all or any portion of the Transfer Property.

(b) Upon the Closing, the City expressly assumes any and all liability related to any Environmental Conditions and any Hazardous Materials (as defined below), and the City, for itself and the City's Affiliates, waives, relinquishes, releases, indemnifies and holds harmless the Released Parties from any and all losses or claims arising out of or related to the Environmental Condition of the Transfer Property.

(c) The City expressly acknowledges that in entering into this Agreement, the City is not relying on any representations or warranties from or by Transferor or Transferor's Affiliates. Instead, the City is responsible for, has conducted or shall conduct such due diligence as it deems necessary to protect its interest in purchasing the Transfer Property and in evaluating its liability in doing so. The City has examined and inspected or shall fully examine and inspect the Transfer Property and become thoroughly familiar with the title, physical and Environmental Condition, status and suitability of the Transfer Property.

(d) The City acknowledges and agrees that from and after Closing, it shall assume and be responsible for all instrumentation, electricity and data collection related to the Transfer Property and the Dam. Further, the City agrees that from and after Closing, the City shall be responsible for complying with all applicable local, state or federal laws, rules, permits and regulations related to the ownership, maintenance and operation of the Dam, including without limitation, compliance with a Dam Emergency Response Plan and any and all inspection or reporting obligations associated with the Dam.

(e) Upon the Closing, the City shall assume the risk that adverse matters, including, without limitation, adverse physical, zoning and Environmental Conditions, may not have been revealed by the City's due diligence investigations; and the City, upon Closing, for itself, and the City's Affiliates, shall be deemed to have forever waived, relinquished, released and agreed to hold harmless the Released Parties, and the City hereby forever waives, relinquishes, releases and agrees to indemnify and hold harmless the Released Parties, upon Closing, from and against any and all Losses/Claims, which the City or the City's Affiliates, a Governmental Body or any other person or entity might have asserted or alleged or might hereafter assert or allege against any of the Released Parties at any time by reason of, or arising out of, any latent or patent construction defects or physical conditions, violations (or alleged violations) of, or liability (or alleged liability) under any applicable Environmental Law or other Legal Requirement or Order, and any and all other acts, omissions, events, circumstances or matters regarding the Transfer Property regardless of how caused or created. By initialing below, the City hereby specifically acknowledges that the City has carefully reviewed this subsection and discussed its import with legal counsel and that the provisions of this subsection are a material part of this Agreement.

THE CITY'S INITIALS _____

(f) The provisions of this Section 10 are intended to be for the benefit of, and shall be enforceable by, Transferor and each of the other Released Parties and are in addition to, and not in substitution for, any other rights to indemnification or contribution that any such person or entity may have by contract or otherwise (if any). The obligations of the City under this Section 10 shall not be terminated or modified in such a manner as to adversely affect any Released Party to whom this Section 10 applies without the consent of the affected Released

Party, it being expressly agreed that the Released Parties to whom this Section 10 applies shall be third party beneficiaries of this Section 10. The parties acknowledge and agree that the provisions set forth in Section 10 are a material inducement for Transferor to enter into this Agreement and that Transferor would not enter into this Agreement were it not for the inclusion of these provisions.

(g) The provisions contained in this Section 10 shall expressly survive Closing and delivery and recording of the Deed or the termination for any reason of this Agreement.

(h) "Environmental Conditions" means any adverse condition relating to any Hazardous Materials or the environment, including surface water, groundwater, drinking water supply, land, surface or subsurface strata or the ambient air and includes air, land and water pollutants, noise, vibration, light and odors.

(i) "Hazardous Materials" means asbestos, petroleum, including crude oil or any fraction or derivative thereof, natural gas liquids, liquefied natural gas, synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas), explosives, flammables, radioactive substances of any kind, and any other substance, material, waste, pollutant, or contaminant listed or defined as hazardous or toxic under any all applicable present and future statutes, regulations, ordinances, rules, codes, judgments, orders or other similar enactments of any governmental authority or agency regulating or relating to health, safety, or environmental conditions on, under, or about the Premises or the environment, including without limitation, the following: the Comprehensive Environmental Response, Compensation and Liability Act; the Resource Conservation and Recovery Act; and all state and local counterparts thereto, and any regulations or policies promulgated or issued thereunder.

11. Notices. No Party shall be deemed to be in default of this Agreement unless that Party shall have been given notice of the alleged default and a reasonable opportunity to cure. Any notice that a Party may desire to give to the other Party in connection with this Agreement must be in writing and may be given by personal delivery, by mailing the same registered or certified mail with a return receipt requested, or by FedEx or other reputable overnight delivery service. Notice shall be given to the Parties at the following addresses or such other address and to such other persons as the Parties may designate after giving notice. Any such notice shall be deemed given upon delivery if by personal delivery, one business day after deposit with a reputable overnight delivery service with delivery fee prepaid, or two business days after deposit in the United States mail if sent by mail pursuant to the forgoing, postage prepaid:

City: City Clerk - City of Camas
616 NE 4th Avenue
Camas, WA 98607

With copy to: City Attorney
430 NE Everett Street
Camas, WA 98607

Transferor: Georgia-Pacific Consumer Operations LLC

133 Peachtree Street NE
Atlanta, GA 30303
Attn.: Law Department – Real Estate

With copy to: Marcus Skeem, Esq.
Stoel Rives LLP
600 University Street, Suite 3600
Seattle, WA 98101

12. General Provisions.

12.1 This Agreement constitutes the entire agreement between the Parties with respect to the conveyance and improvement of the Transfer Property and supersedes all prior discussions, and written and verbal agreements between the Parties respecting the conveyance of the Transfer Property. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Parties unless authorized in accordance with law and reduced in writing and signed by them.

12.2 No warranties, agreements, or representations have been made or shall be binding on, or enforceable against, either Party unless set forth herein.

12.3 This Agreement is binding upon the heirs, personal representatives, successors, and assigns of the respective Parties.

12.4 This Agreement may be signed in one or more counterparts, each of which shall be deemed an original but all of which together constitute one and the same instrument.

12.5 There shall be no third-party beneficiaries to this Agreement.

12.6 All headers and section titles are for the benefit and ease of the reader, and shall not be used in interpreting this Agreement or the intent of the Parties.

12.7 The representation and warranties of the Parties in Sections 5 and 6 and the post-closing obligations of the City in Sections 8 and 9 shall survive Closing.

12.8 If any provision of this Agreement shall be held invalid or unenforceable, the remainder of this instrument shall remain in full force and effect.

12.9 In the event suit or action is instituted to interpret or enforce the terms of this Agreement or to rescind this Agreement, the prevailing Party is entitled to recover from the other Party such sum as the court may adjudge reasonable as attorneys' fees at trial, on any appeal, and on any petition for review, and in any bankruptcy proceedings related to this Agreement, in addition to all other sums provided by law.

12.10 Failure of any Party to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions contained in this Agreement imposed upon any other Party shall not constitute a waiver or relinquishment of any Party's right to subsequently enforce the term, covenant, agreement or condition, but the term, covenant, agreement or condition shall continue in full force and effect.



12.11 Closing of this transaction is subject to final approval by the City Council of the City of Camas.

[signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

TRANSFEROR:

**GEORGIA-PACIFIC CONSUMER
OPERATIONS LLC**; a Delaware limited
liability company

By:  
Name: MICHAEL CRUZ
Date: MAY 1, 2018

CITY:

CITY OF CAMAS, a municipal
corporation


By: 
Name: PETER CAPELL
Date: 4/18/2018

EXHIBIT A
Description of Georgia-Pacific Property

All that real property located in Clark County, WA and described in the following deeds:

- Bargain and Sale Deed dated April 24th, 1988 and recorded in Clark County, WA public records as document No. 8805020040
- Statutory Bargain and Sale Deed dated March 30, 1998 and recorded in Clark County, WA records as document No. 3049089
- Statutory Bargain and Sale Deed dated March 30, 1998 and recorded in Clark County, WA records as document No. 3087996

Less and except any parcels previously conveyed to third parties

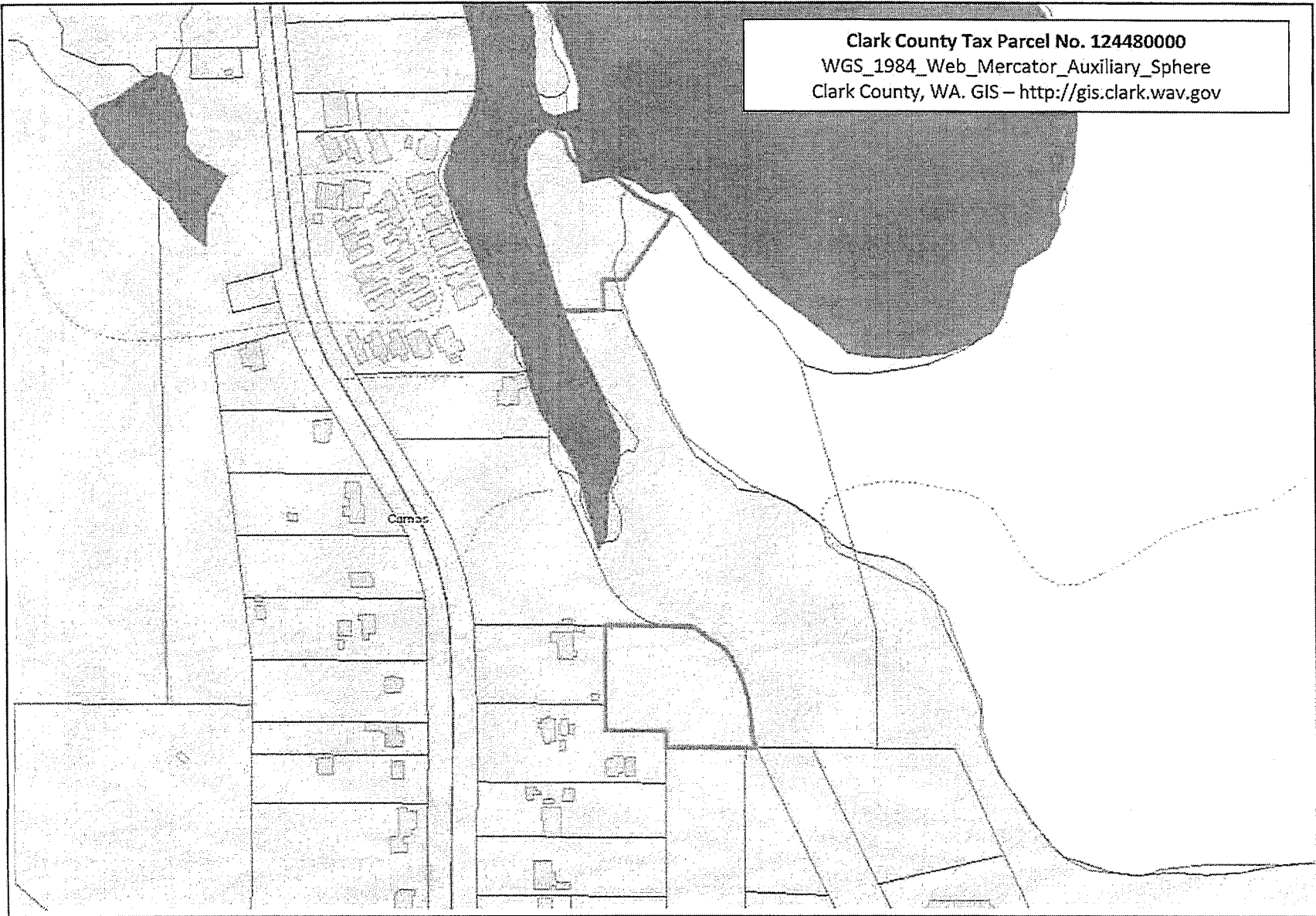
EXHIBIT B
Legal Description of the Transfer Property

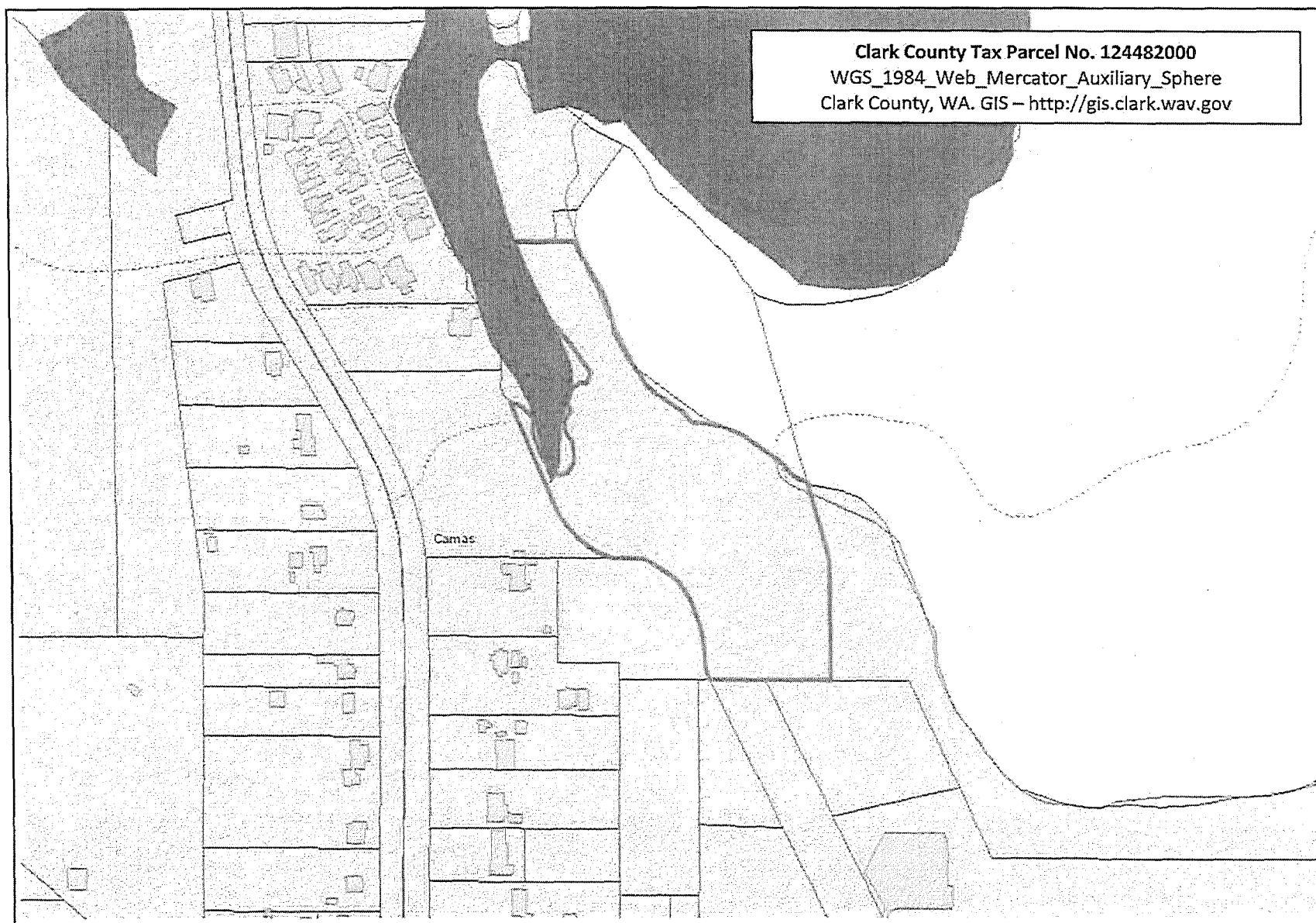
Clark County Tax Parcels:

124480000, 124482000, 90910000, 90917000, 124483000, 90962000, 79540000, 79550000,
79602000, 89450000, 89456000, 90911000, and 90918000

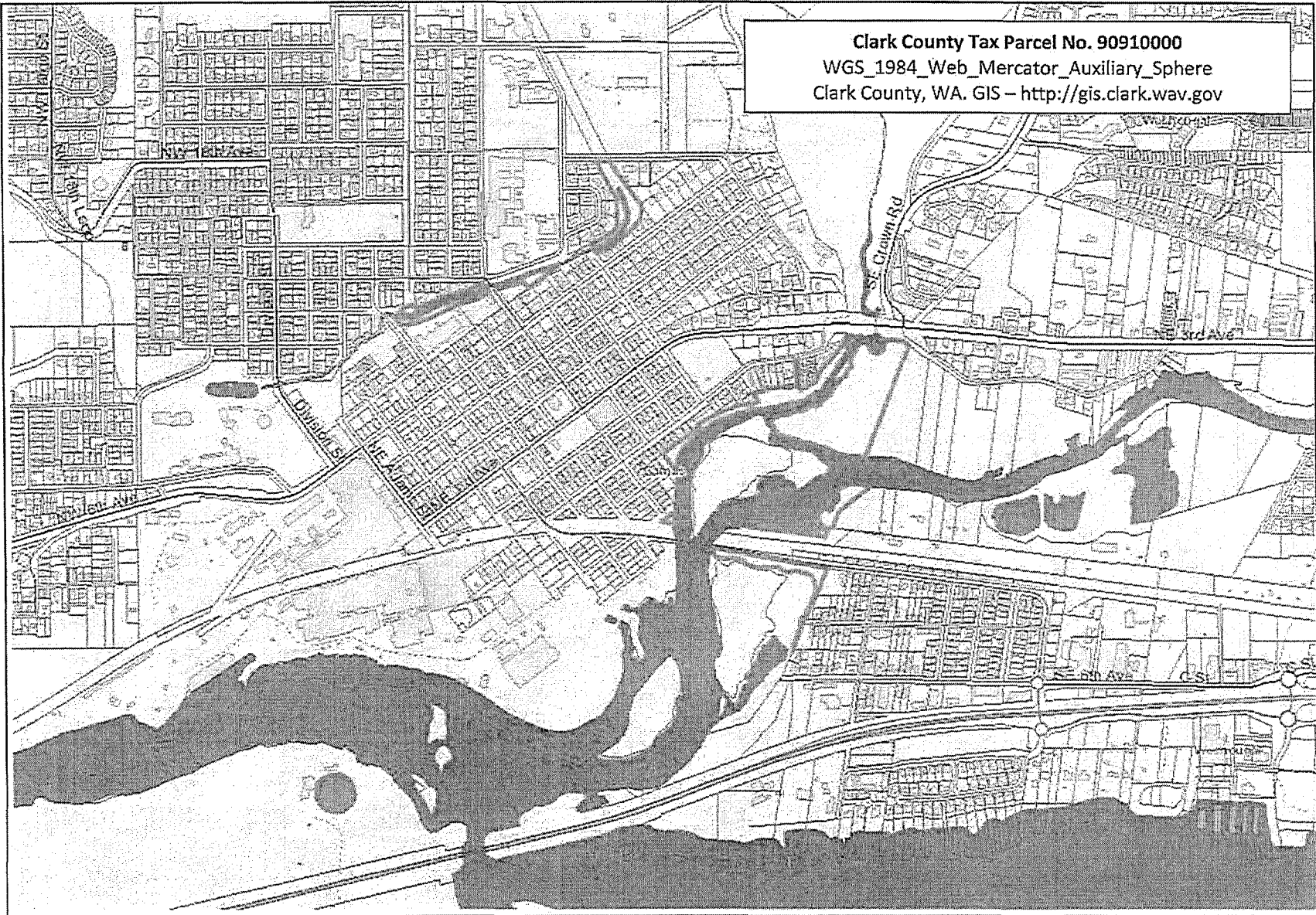
As more particularly depicted on Exhibit B-1 Attached hereto

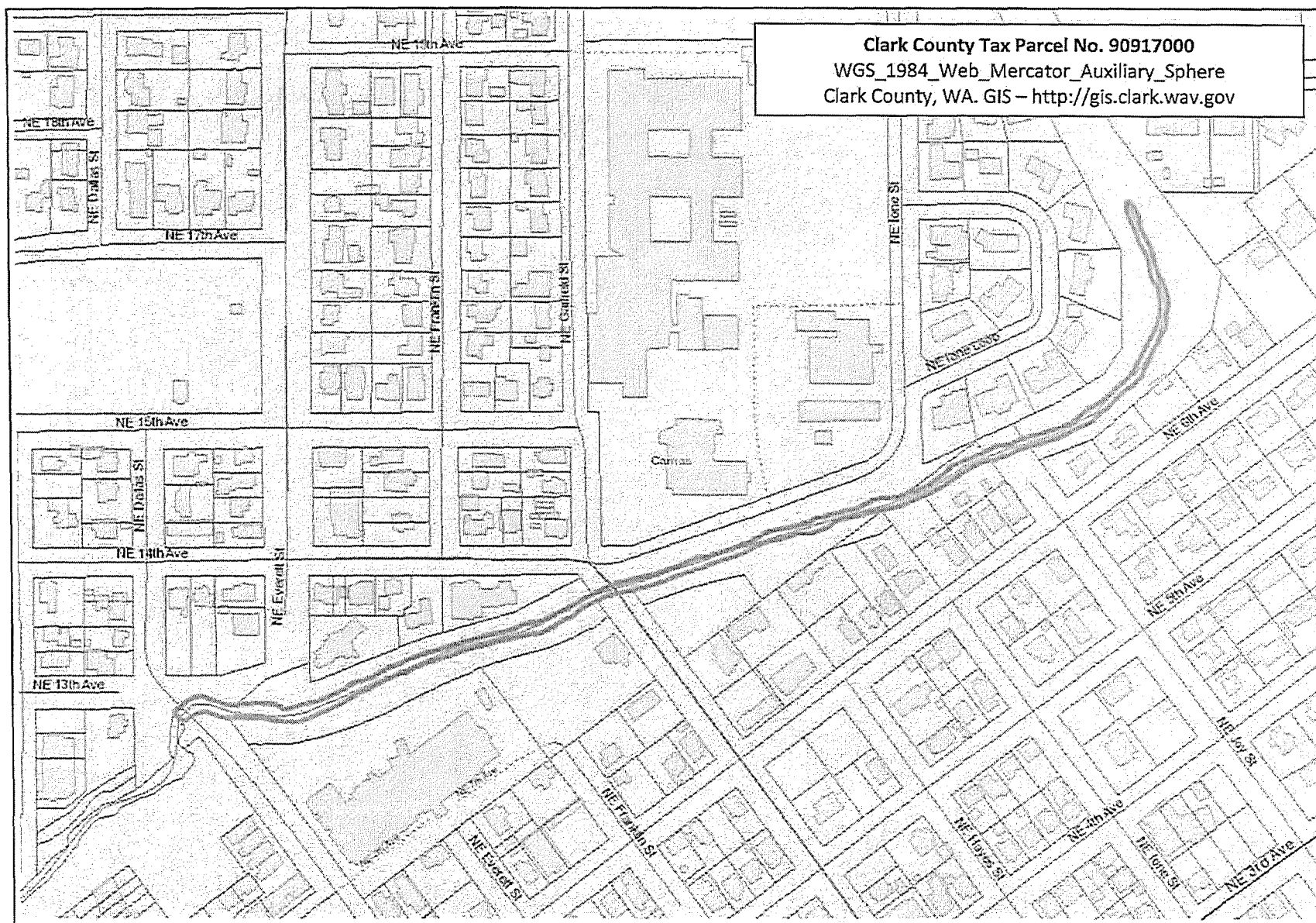
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Clark County, WA. GIS – <http://gis.clark.wa.gov>



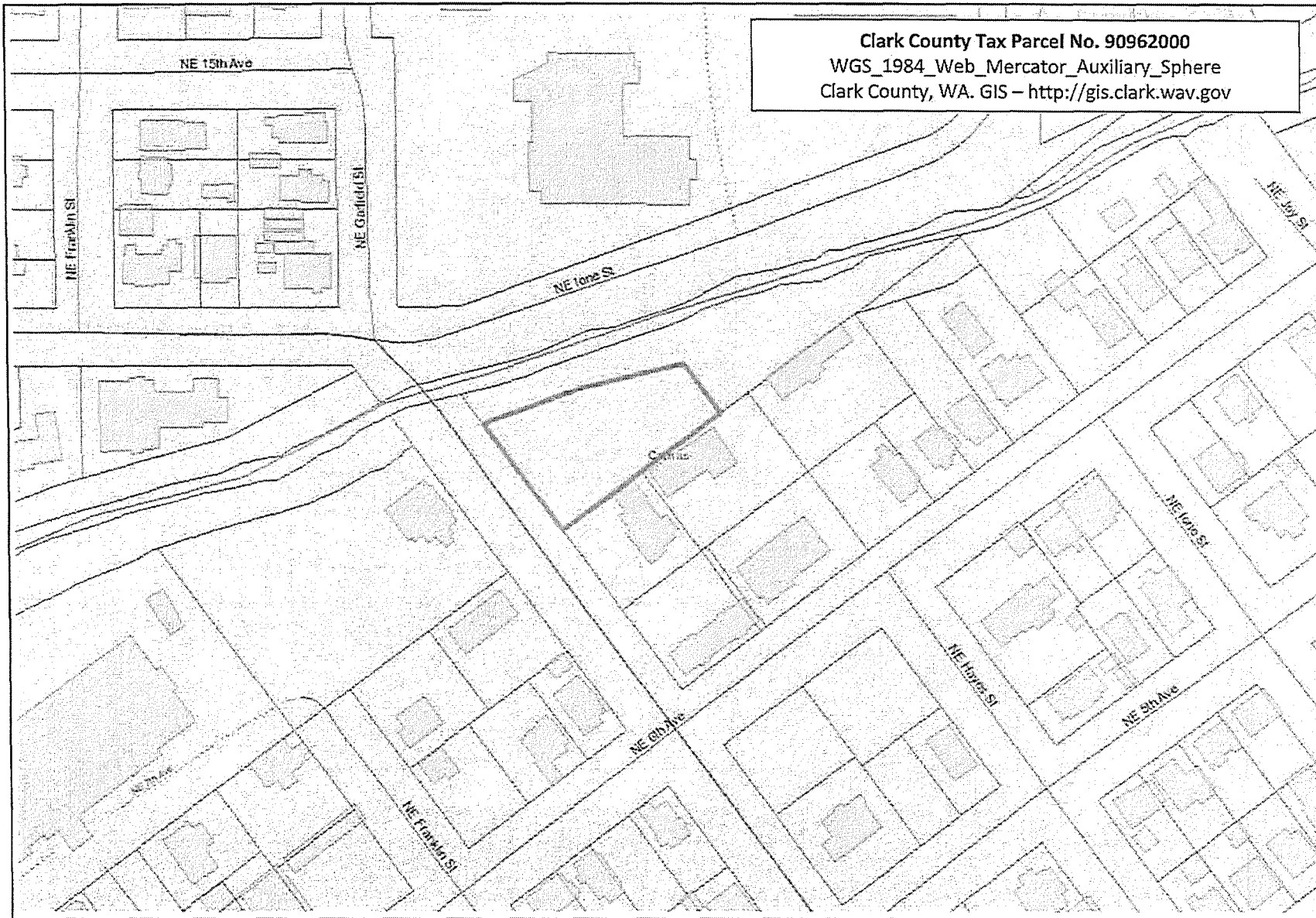


Clark County Tax Parcel No. 90910000
WGS_1984_Web_Mercator_Auxiliary_Sphere
Clark County, WA. GIS – <http://gis.clark.wa.gov>

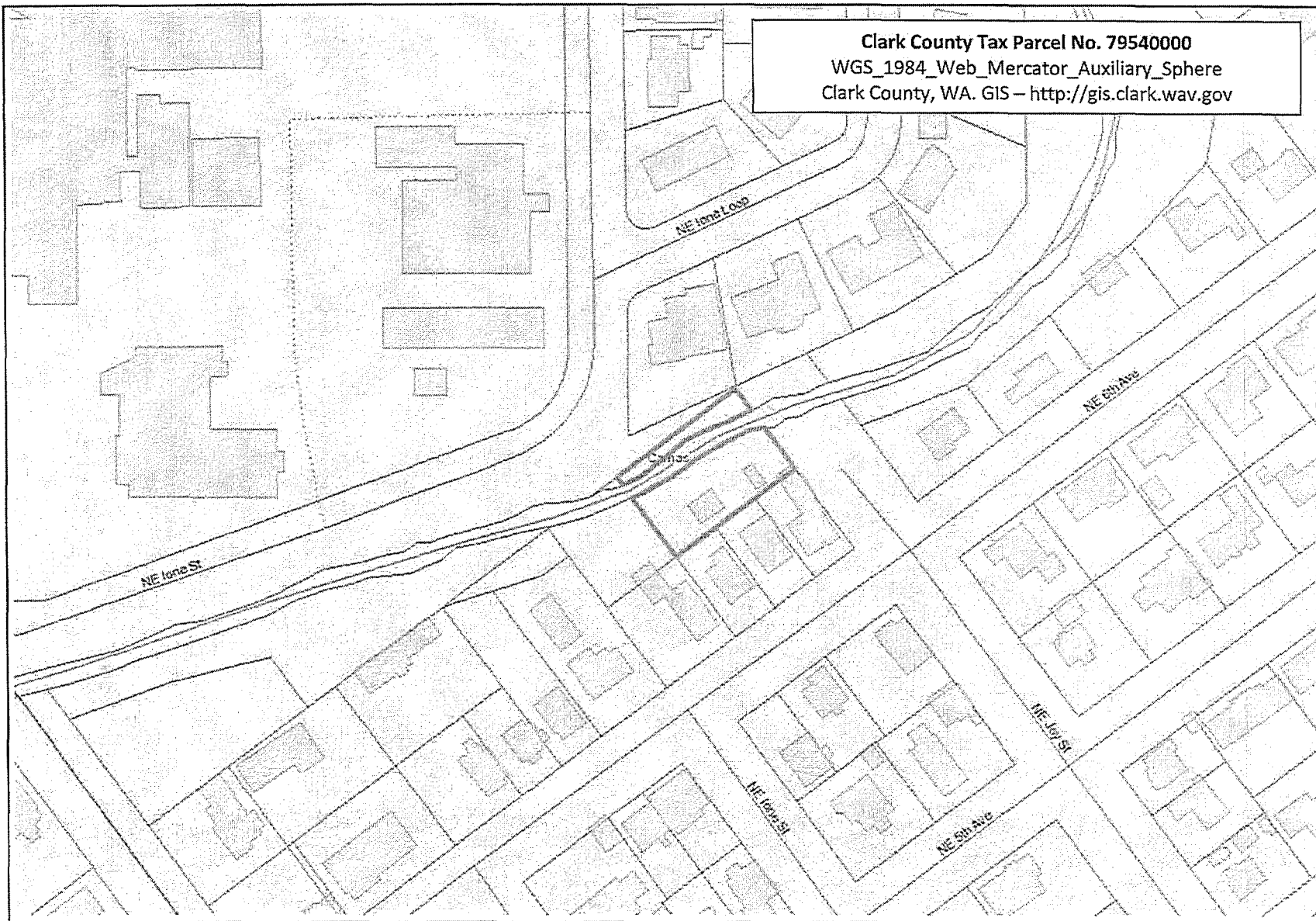




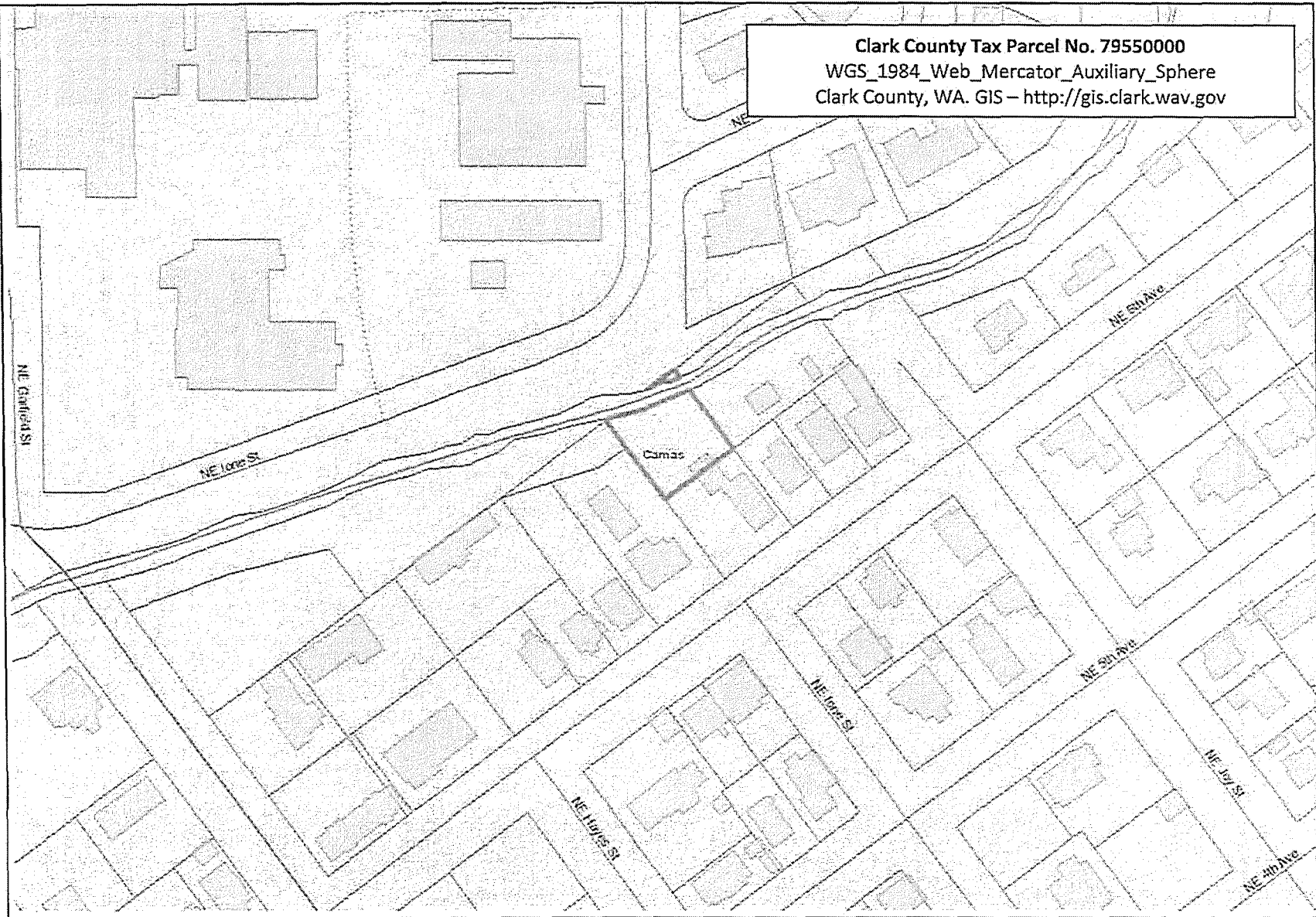
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Clark County, WA. GIS – <http://gis.clark.wa.gov>



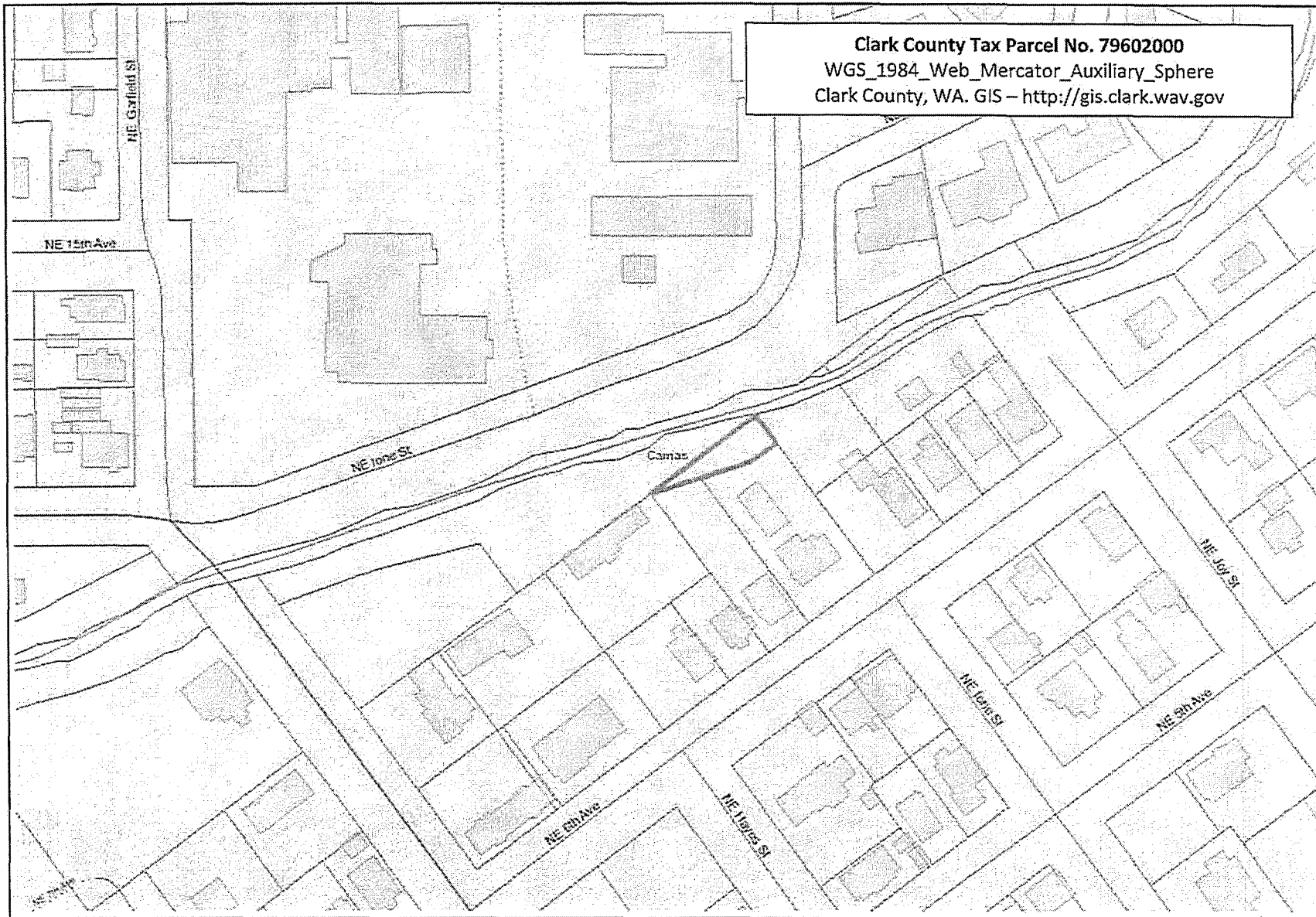
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WGS_1984_Web_Mercator_Auxiliary_Sphere
Clark County, WA. GIS – <http://gis.clark.wa.gov>



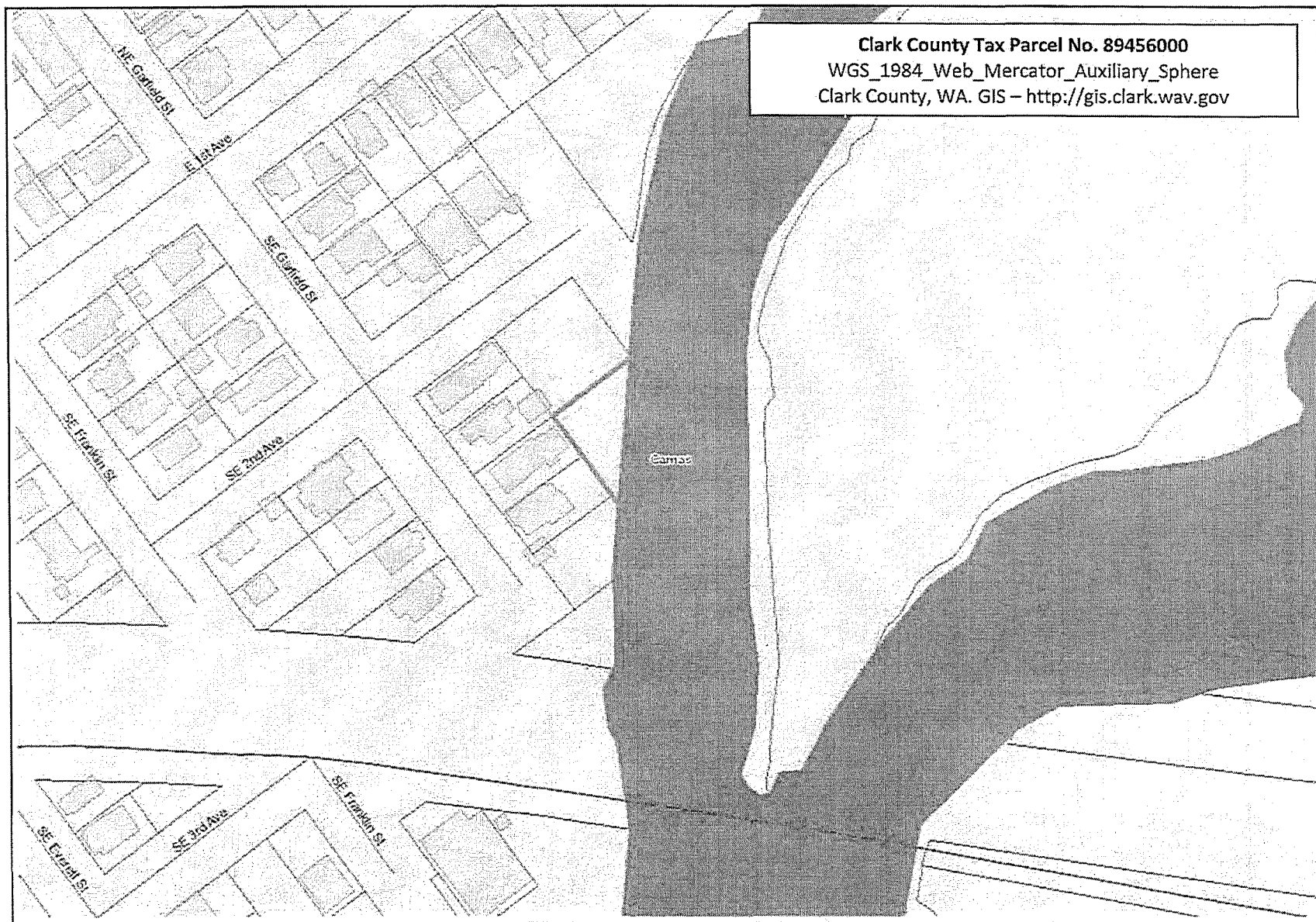
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Clark County, WA. GIS – <http://gis.clark.wa.gov>



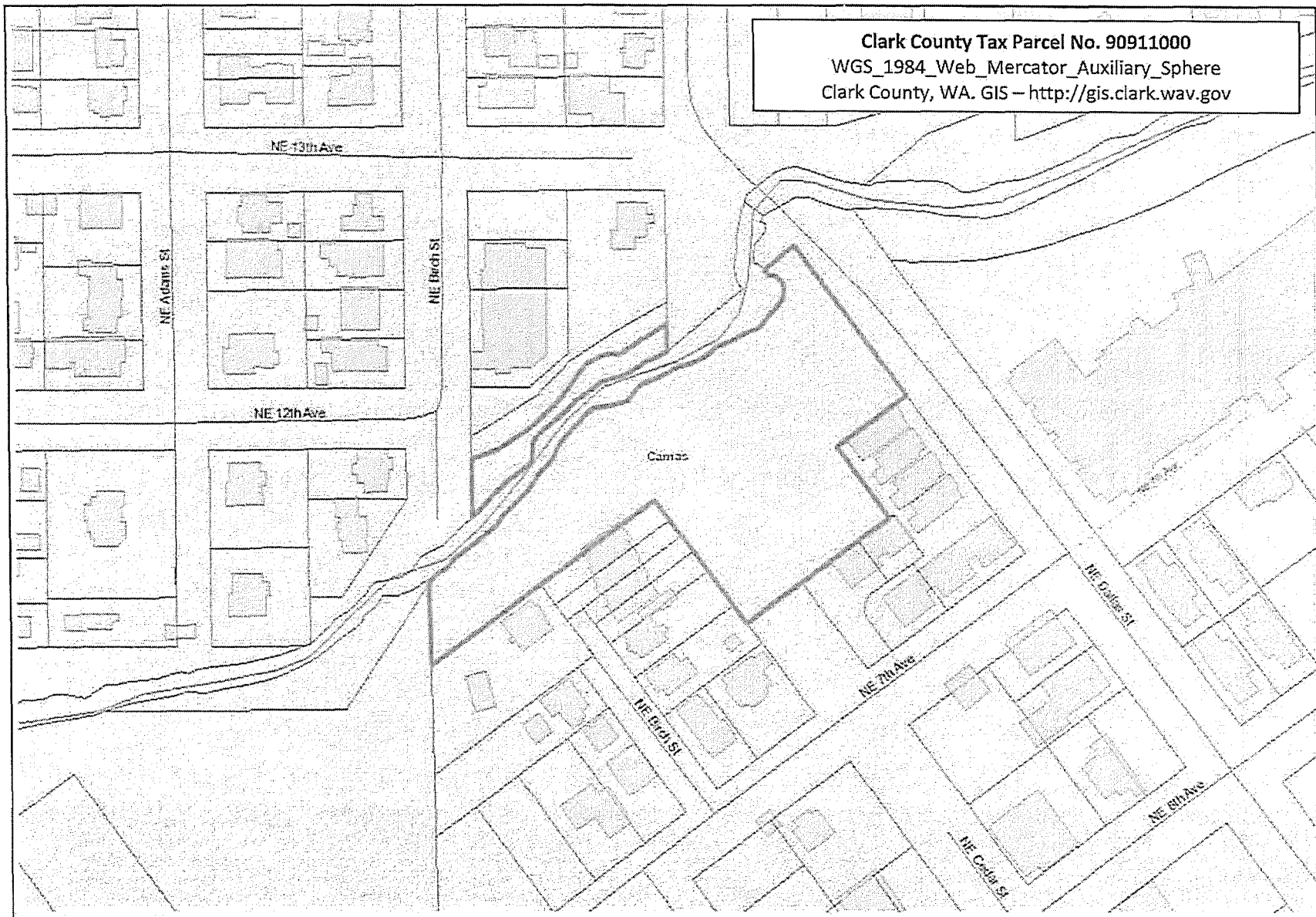
Clark County Tax Parcel No. 79602000
WGS_1984_Web_Mercator_Auxiliary_Sphere
Clark County, WA. GIS – <http://gis.clark.wa.gov>



Clark County Tax Parcel No. 89450000
WGS_1984_Web_Mercator_Auxiliary_Sphere
Clark County, WA. GIS – <http://gis.clark.wa.gov>



Clark County Tax Parcel No. 90911000
WGS_1984_Web_Mercator_Auxiliary_Sphere
Clark County, WA. GIS – <http://gis.clark.wa.gov>



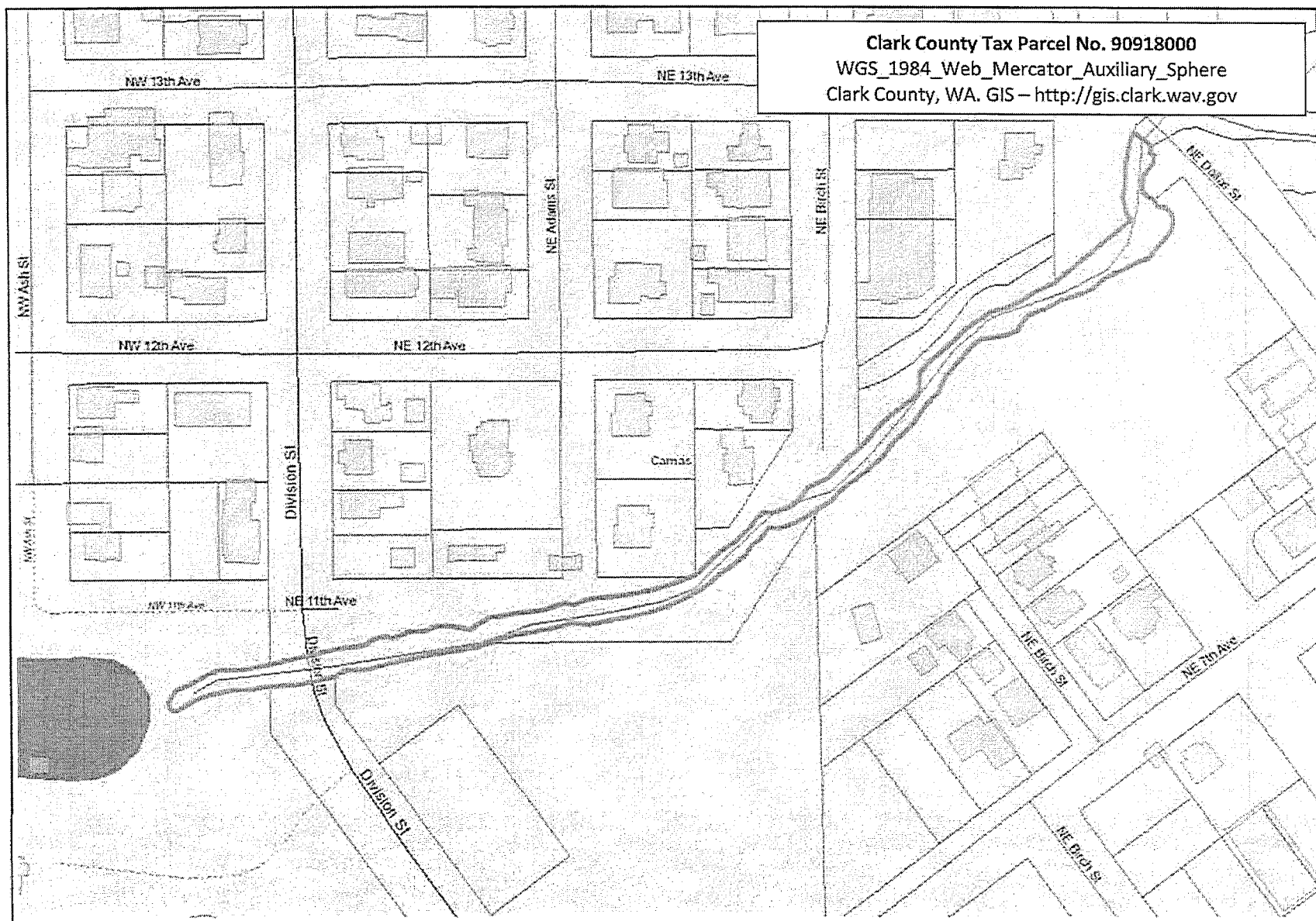


EXHIBIT C
Form of Quit Claim Deed

When Recorded Return to:

QUIT CLAIM DEED

NAME OF
GRANTOR:

NAME OF
GRANTEE:

ABBREVIATED
LEGAL
DESCRIPTION:

Additional or complete legal description is
on Exhibit A of document

ASSESSOR'S
PROPERTY TAX
PARCEL ACCOUNT
NUMBERS:

QUIT CLAIM DEED

The Grantor, _____, as a transfer of property for a public purpose pursuant to WAC 458-61A-205(4), does hereby convey and quitclaim to _____, the Grantee, all of Grantors' right, title and interest in the following described real estate (the "Property"), situated in the County of Clark, State of Washington, together with all after-acquired title of the Grantors therein:

SEE EXHIBIT A

Subject to the following restrictive covenants: (i) the Property may not be rezoned or utilized for any purpose other than recreational purposes; (ii) there shall be no use of the groundwater from or on the Property for drinking water purposes; (iii) the ditch located on the Property shall not be used for the conveyance of surface water; and (iv) the Property and the improvements may not be used, occupied or leased for any school, day care center or any similar use by or for children.

DATED this ____ day of _____, 2018.

GRANTOR:

By: _____
Name: _____
Its: _____

STATE OF WASHINGTON)
)ss.
COUNTY OF _____)

On _____, 2018, before me personally appeared _____,
to me known to be the _____, the _____ of
_____ that executed the within and foregoing
instrument, and acknowledged said instrument to be the free and voluntary act and deed of said
company, for the uses and purposes therein mentioned, and on oath stated that Person(s)
Appearing was authorized to execute said instrument on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the
day and year first above written.

Signature: _____

Name (Print): _____

NOTARY PUBLIC in and for the State
of Washington, residing at _____
My appointment expires: _____

EXHIBIT A
Legal Description

EXHIBIT D

FORM OF DONATION ACKNOWLEDGEMENT LETTER

[to be placed on City of Camas Letterhead]

_____, 2018

Georgia-Pacific Consumer Operations LLC
133 Peachtree Street, NE
Atlanta, Georgia 30303
Attention: Mr. Mitch Trager

Re: Acknowledgment of Donation of [_____] acres of land situated in Clark County, Washington (the "Property")

Ladies and Gentlemen:

The purpose of this letter is for the City of Camas, State of Washington (the "City"), to acknowledge the donation of the Property by Georgia-Pacific Consumer Operations LLC ("GP") to the City for use as public recreation (the "Donation").

The City acknowledges and agrees that no goods or services were provided, or shall be in the future provided, to GP (or to any corporation or limited partnership or limited liability company which controls, is controlled by or is under common control with GP) with respect to the Donation.

City:

THE CITY OF CAMAS

By: _____

Name: _____

Title: _____