

REAL ESTATE TRANSFER AGREEMENT

CAMAS/WASHOUGAL WILDLIFE LEAGUE, a Washington non-profit corporation, hereinafter called "Grantor", hereby agrees to transfer to CITY OF CAMAS, a Washington Municipal Corporation, hereinafter called "Grantee", the real property described in Exhibit "A", attached hereto and by this reference incorporated herein, hereinafter referred to as the "property". Upon the mutual execution of this Agreement, the parties hereby agree that an escrow will be established upon the following terms and conditions.

I. PROPERTY

Grantor offers to transfer to Grantee the following:

1.1 Real Property. The property is described as Clark County Tax Parcel Nos. 177898000, 177898001, and 605120000, more particularly described in Exhibit "A" (the legal description), subject to such easements in favor of Grantor as may be agreed and further subject to the continuing obligation of the Grantee to use the real property described for recreation purposes only.

1.2 Appurtenances/Attachments. All attachments and/or personal property and all rights, privileges and easements appurtenant to the property as well as the development rights, air rights, mineral, gas, and water relating to the property.

II. GIFT

The transfer of the aforescribed real property will be without any monetary consideration, but is subject to Grantee assuming certain further obligations and protection liabilities as described herein.

III. TITLE

3.1 Title to Real Property. At closing, Grantor shall convey to Grantee fee simple title to the property, with the exceptions and qualifications outlined in this Agreement and Exhibit "A", attached hereto, by execution and delivery of a Statutory Warranty Deed or, at Grantor's option following

review of the preliminary title report, a Bargain and Sale Deed (the "Deed").

IV. CONDITIONS TO CLOSING

The following conditions must be filled as conditions precedent to escrow closing. Grantee's obligation to close this transaction is contingent upon satisfaction of the following conditions, or upon Grantee's waiver of each condition described in this article within the applicable defined period, or, if no period is specified, then prior to closing.

4.1 Approval of Title. Upon deposit of this Agreement into escrow with CLARK COUNTY TITLE COMPANY office located in Vancouver, Washington, the escrow holder shall promptly furnish Grantee and Grantor with a Preliminary Title Report, with copies of all exceptions and recorded documents noted in the Preliminary Title Report. Grantee shall have thirty (30) days from the receipt of the Preliminary Title Report to approve the legal description or any exceptions shown on the title report. Grantee shall notify Grantor in writing of any defects, liens, encumbrances, exceptions or other matters affecting title, not listed in Exhibit "A" of this Agreement, which Grantee requires to be cured or removed prior to closing. Upon receipt of said notice, the Grantor shall promptly (i) make good faith efforts to remove or cure any defects or objections to title or (ii) notify Grantee that Grantor is unable or unwilling to satisfy the defects or objections to title. If the Grantor notifies the Grantee that defects cannot or will not be removed, the Grantee shall, within fifteen (15) days of receipt of the notice, either (i) waive the defects by written notice to the Grantor, or (ii) immediately terminate this Agreement. Upon termination of the Agreement pursuant to this section, all obligations of the parties shall terminate.

4.2 Suitability. The suitability of the property for Grantee's purposes, to be determined by Grantee in Grantee's sole discretion, by January 1, 2019.

4.3 Tests and Reports. Grantee's approval of structural, engineering, soil, environmental

and any other reports concerning the property, which are obtained at Grantee's sole cost and expense, by January 1, 2019.

4.4 Satisfaction or Waiver. If Grantee either is satisfied, or waives, all conditions specified in this Article IV within the applicable defined periods, the parties shall close this transaction as soon as documents and final closing instructions are prepared, reviewed and approved by both parties, but, in no event, later than the time frame provided in paragraph 5.1(c).

Grantee shall give Grantor written notice of failure of any condition found in this Article IV within the time periods contained in each paragraph. Such notice shall state the failed condition and shall result in termination of the escrow and cancellation of this Agreement.

V. ESCROW AND CLOSING

5.1 Deposit With Escrow Holder and Escrow Instructions.

(a) This agreement shall be submitted to the escrow holder, Clark County Title Company.

(b) This Agreement shall serve as the guideline pertaining to the escrow responsibilities of Clark County Title Company regarding this transaction. Grantor and Grantee agree to execute such additional escrow instructions as may be appropriate to enable the escrow holder to comply with the terms of this Agreement.

(c) The escrow period hereunder shall commence when a fully executed copy of the Agreement is forwarded to the escrow holder with closing to occur as follows:

(i) By a date which is no earlier than forty-five (45) days following cease of operations by the Grantor as a trap shooting range, as more particularly described in the attached Exhibits "B and C"; or

(ii) In no event later than March 1, 2019 ("Closing Date"). Unless extended

by the written consent of both parties, Grantor may terminate and cancel the escrow any time after the closing date by giving written instructions to the escrow holder. Grantor shall thereafter have no further obligation to Grantee under this Agreement, whether express or implied, and Grantee by execution of this Agreement holds Grantor free and clear of any obligations.

5.2 Closing. The closing hereunder shall take place at the offices of Clark County Title Company, Vancouver, Washington. All documents shall be deemed delivered on the date the deed is recorded.

5.3 Delivery by the Grantor. Prior to the closing date, Grantor shall deliver to escrow holder the deed, duly executed and acknowledged by Grantor, in recordable form.

5.4 Delivery by Grantee. On the closing date, Grantee shall deliver to escrow holder the closing costs described in Section 5.8 less adjustments pursuant to Section 5.7.

5.5 Other Instruments. The Grantor and Grantee shall each deliver such other instruments as are reasonably required by escrow holder or otherwise required to close the escrow and consummate the purchase of the property in accordance with this Agreement.

5.6 Close of Escrow.

(a) Provided that escrow holder has received the documents, instruments and funds described in Sections 5.3, 5.4 and 5.5, and escrow holder has not received written notice from either Grantee or Grantor that any of the conditions set forth in Article IV have not been satisfied or waived, or that any of the representations and warranties made by either Grantee or Grantor are untrue either as of the date of this Agreement or as of the closing date, escrow holder is authorized and instructed by noon (12:00 p.m.) on the closing date to: Record the Deed and this Agreement with the Clark County Auditor.

(b) Grantee's deposit of the balance of the funds necessary to close escrow shall be

deemed evidence of Grantee's satisfaction (i) as to the condition of title, (ii) condition of the property, including zoning, and (iii) that all conditions have been met.

5.7 Proration. Grantee shall pay all taxes, special assessments and levies upon the real property and improvements as applicable based on the current figures available at the close of escrow. Escrow holder shall not have any liability as to any additional taxes that may be assessed after the close of escrow. The property at closing shall be withdrawn from any current use assessment pursuant to RCW 84.34.108. Grantee shall be responsible for any tax liability associated with the withdrawal of the property from any current use assessment.

5.8 Costs and Expenses. Grantee shall pay all closing costs, including the cost for a Standard Owner's Policy of Title Insurance for an amount to be established, but no less than the assessed value of the property, the cost to record the deed, and the escrow charges. Each party shall bear the cost of their own attorney's fees as incurred. Grantee shall pay for costs incurred in the clearance of matters of title, with the exception that Grantee warrant that no financing encumbrances have been assumed or shall be assumed by Grantor pending closing on this transaction.

5.9 Possession. Grantee shall be entitled to possession of the Property at closing, except as otherwise set forth herein concerning limited access allowed to Grantee prior to closing.

5.10 Escrow Cancellation Charges. If the transaction fails to close because of Grantor's default, in addition to any other liability hereunder, Grantor shall be liable for all customary escrow and title cancellation charges. If the transaction fails to close because of Grantee's default, in addition to any other liability hereunder, Grantee shall be liable for all customary escrow and title cancellation charges. If the escrow fails to close for any other reason, the Grantee shall be liable for all customary escrow and title cancellation charges.

VI. GRANTOR'S COVENANTS, REPRESENTATIONS AND WARRANTIES

Grantor covenants, warrants and represents to and with Grantee as follows:

6.1 Power. Grantor has the legal power, right and authority to enter into and perform, and consummate the transaction contemplated by, this Agreement and the instruments referenced in or contemplated by this Agreement (the "documents").

6.2 Requisite Action. All requisite action has been taken by Grantor in connection with entering into the documents.

6.3 Authority. The individuals executing the documents on behalf of Grantor have the legal power, right, and actual authority to bind Grantor to the terms and conditions of the documents.

6.4 Validity. Each of the documents are and shall be valid, legally binding obligations of Grantor in accordance with their respective terms.

6.5 No Conflicts. Neither the execution, delivery or performance of any of the documents, nor the consummation of the transaction contemplated thereby, conflicts with or will conflict with, has resulted in or will result in the material breach of, any terms, conditions or provisions of, or constitutes or will constitute a default under, any bond, note, or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, trust agreement, lease or other agreements or instruments to which Grantor is a party or affecting the property.

6.6 No Liens. Upon the close of escrow, there will be no outstanding liens, encumbrances, leases, easements or other interest relating to or affecting the property other than those approved by Grantee, except as provided by Exhibit "A" or created by this Agreement.

6.7 State of Property. The property will be substantially in the same condition as its current condition at the time Grantee is entitled to possession.

6.8 No Actions, Claims, or Proceedings. Except as otherwise set forth in the attached

Exhibit "E", there are no actions, claims or proceedings pending or threatened by, any governmental entity (zoning, condemnation, environmental or otherwise), or any other party against Grantor (in connection with the property), or against the property, or in connection with the transaction contemplated by this Agreement.

6.9 No Notices of Violations. Except as otherwise set forth in the attached Exhibit "E", no outstanding notices of violation of law or ordinances, orders, requirements, or regulations of any federal, state, county, municipal, or other governmental or quasi-governmental department, agency, or authority relating to the property have been entered or received by Grantor.

6.10 Compliance with Laws. Except as otherwise set forth in the attached Exhibit "E", Grantor has complied and will continue to comply, in all respects with all federal, state, county, municipal, and other governmental statutes, laws, and ordinances, and with the rules, regulations, and order of all governmental agencies and authorities, relating to or affecting the property.

6.11 No Assessments. No special or other assessments for public improvements are known to exist. Grantor has no knowledge of any pending special assessments that could affect the property nor any other improvements presently planned that may result in such special assessments.

6.12 No Options. No person, firm, corporation, or other entity other than Grantee has any right or option to acquire the property or any portion thereof.

6.13 No Work. No work has been performed or is in progress at the property, and no materials have been furnished to the property or any portion thereof, which, though not presently subject to a recorded lien, might give rise to mechanic's, materialmen's or other liens against the property, or any portion thereof.

6.14 No New Agreements. Grantor will not permit or enter into any other agreements with respect to the property which would continue after closing without Grantee's prior written consent.

6.15 Hazardous Substances. See Exhibit "E", attached hereto and by this reference incorporated herein.

6.16 Utilities. Grantor warrants that the following utilities are currently available to the property: PUD Electrical.

6.17 Information is True. All information and documentation to be provided by Grantor to Grantee in connection with this transaction shall be complete, true and accurate, to the best of Grantor's knowledge.

6.18 The Grantor to Give Notice. Grantor shall immediately give written notice to Grantee if any of Grantor's warranties and representations become untrue in any respect. Grantor will not take any action, or fail to take any action, which action or omission will have the effect of violating any of the covenants, warranties and representations contained herein.

6.19 Survival of Warranties. The truth and accuracy of each of Grantor's warranties and representations shall constitute a condition to the close of escrow, shall survive close of escrow, and shall not merge into the deed required under paragraph 5.3, but shall survive closing and shall continue in full force and effect.

6.20 Additional Terms During Closing Period. From and after the date of execution of this Real Estate Transfer Agreement and the date of closing as set forth within Section 5.1 herein, the Grantor shall assume and comply with those conditions as set forth within the attached Exhibits B and "C".

VII. GRANTEE'S COVENANTS, WARRANTIES AND REPRESENTATIONS.

Grantee covenants, warrants and represents to and with Grantor the following:

7.1 Power and Authority. Grantee has the legal power, right and authority to enter into and perform, and consummate the transaction contemplated by, the documents.

7.2 Requisite Action. Closing of this transaction is subject to final approval by the Council of the City of Camas.

7.3 Validity. Each of the documents are and shall be valid, legally binding obligations of Grantee, enforceable against Grantee in accordance with their respective terms.

7.4 No Conflicts. Neither the execution, delivery or performance of any of the documents, nor the consummation of the transaction contemplated thereby, conflicts with or will conflict with, has resulted in or will result in the material breach of, any terms, conditions or provisions of, or constitutes or will constitute a default under, any bond, note, or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, lease or other agreements or instruments to which Grantee is a party.

7.5 Interim Conditions Caused by Grantee. Grantee, in testing, inspecting, viewing, or otherwise contacting the property prior to closing, shall not damage or injure the property, shall restore the property to its current condition following each contact, and shall not permit any release of hazardous substances on or near the property in such manner as to support a claim or cause of action, whether by a governmental agency or body, private party or individual, or any other federal, state or local environmental statutes, regulations, ordinances or regulatory requirements.

7.6 Information is True. All information and documentation to be provided by Grantee to Grantor in connection with this transaction shall be complete, true and accurate, to the best of Grantee's knowledge.

7.7 Grantee to Give Notice. Grantee shall immediately give written notice to the Grantor if any of Grantee's warranties and representations become untrue in any respect. Grantee will not take any action, or fail to take any action, which action or omission will have the effect of violating any of the covenants, warranties and representations contained herein.

7.8 Survival of Warranties. The truth and accuracy of each of Grantee's covenants, warranties and representations shall constitute a condition to the close of escrow and shall survive close of escrow, and not merge into, delivery of the deed required under paragraph 5.3. Grantee shall indemnify and hold Grantor harmless from any and all claims, liabilities, losses and damages resulting from any breach of Grantee's warranties and representations.

7.9 Additional Terms During Closing Period. From and after the date of execution of this Real Estate Transfer Agreement and the date of closing as set forth within Section 5.1 herein, the Grantee shall assume and comply with those conditions as set forth within the attached Exhibit "D".

VIII. DEFAULT AND REMEDIES

8.1 Default of Grantee. It is agreed that, in the event of Grantee's default prior to the close of escrow, Grantor may instruct the escrow agent, giving written notice as provided herein to the Grantee, to cancel the escrow. In addition, cancellation charges, if any, shall be borne by Grantee pursuant to Section 5.10.

8.2 Default of Grantor. In the event that the transaction fails to close on account of Grantor's fault or Grantor's inability to close, Grantor shall be liable for cancellation charges, if any, pursuant to Section 5.10. It is agreed that the Grantee's sole and exclusive remedy in the event of Grantor's default prior to the close of escrow shall be payment of charges as provided in this section.

IX. MISCELLANEOUS PROVISIONS

9.1 Work Product. If for any reason this transaction does not close, Grantee shall retain any environmental reports, or documents or other information which is related to the property.

9.2 Grantee's Access to Property. Upon mutual execution of this Agreement, Grantee and Grantee's agents, consultants, and inspectors shall have access at all reasonable times to the property for all purposes reasonable related to this transaction, including but not limited to taking boring

samples for soil analysis and any other inspections of the property; provided, however, that Grantee shall indemnify and hold Grantor harmless from any personal injury or property damage arising out of Grantee's activities on the property. Any such activity shall be solely at Grantee's expense and Grantee shall indemnify and hold Grantor harmless from any costs and suits that should arise, including costs described in Section 7.5 of this Agreement. Grantee shall restore the property to its current condition following each contact. Grantee shall provide reasonable notice to Grantor prior to any access to the property.

9.3 Successors and Assigns. Except as otherwise provided hereinafter, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns.

9.4 Threat of Condemnation. The Grantee has agreed to take the property by gift. However, Grantee has the power of eminent domain and has determined to acquire the premises subject to satisfaction of the conditions precedent set forth above. Grantee has determined that the best way to acquire the premises is by agreeing and carrying out the terms of this Agreement. However, it is recognized by the parties to this Agreement that, in the event this Agreement is not consummated, Grantee is ready, willing, and able to exercise its power of eminent domain to make such acquisition. The terms of this Agreement have been negotiated in light of such power, and the acquisition, if this transaction is completed, will be made in lieu of and under the threat of condemnation.

9.5 Damage or Destruction; Condemnation. In the event all or any portion of the property is damaged, destroyed, or condemned or threatened with condemnation prior to the close of escrow, either party may, at its option, terminate this agreement. In such event, the escrow will be terminated.

9.6 Attorney's Fees. In the event suit or action is instituted to enforce or interpret the terms

of this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees as set by the court or courts at trial, arbitration or any other proceeding and on appeal.

9.7 Time is of the Essence. Time is of the essence of every provision contained in this Agreement.

9.8 Governing Law. This Agreement shall be construed and interpreted in accordance with and shall be governed and enforced in all respects according to the laws of the State of Washington.

9.9 Notice. All written notices required to be given pursuant to this Agreement shall be either personally delivered or sent by Federal Express or a similar overnight delivery service, or first class mail, registered or certified, return receipt requested, postage prepaid, and addressed as follows:

To The Grantor:

CAMAS/WASHOUGAL WILDLIFE LEAGUE
Lynn Gehman
1401 SE 196th Avenue
Camas, WA 98607

To The Grantee:

City of Camas
616 NE 4th Avenue
Camas, WA 98607

Copy to: Shawn R. MacPherson
Attorney at Law
430 NE Everett Street
Camas, WA 98607

The foregoing addresses may be changed from time to time by written notice. Notices shall be deemed received upon delivery, if personally delivered; upon receipt, if sent by overnight delivery; and if by first class mail, shall be deemed to have been delivered to the addressee thereof three (3) days after the deposit thereof in the United States Mail.

9.9 Construction. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the

feminine and vice versa. Because each party has been represented by counsel in connection with the preparation and negotiation of this Agreement, this Agreement shall not be construed as if it has been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. All exhibits referred to in this Agreement are attached and incorporated by this reference.

9.10 Entire Agreement. This Agreement (including all exhibits attached hereto) is the final expression of, and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, nor may any obligation hereunder be waived, except by written instrument signed by the party to be charged or by its agents duly authorized in writing or as otherwise expressly permitted herein. The terms, covenants, conditions and provisions of this Agreement survive closing unless the contrary is expressly provided herein, and shall inure to and are binding upon the parties hereto and their respective successors, heirs and assigns. The parties contemplate that this Agreement shall be recorded, and referenced in the deed, and that its covenants shall run with the land.

9.11 Effective Date. This Agreement shall be effective upon execution by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate this 13th day of JULY, 2018.

GRANTOR

GRANTEE

CAMAS/WASHOUGAL WILDLIFE LEAGUE

CITY OF CAMAS

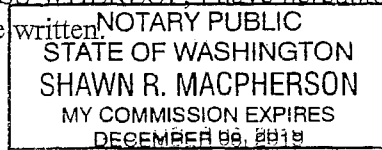
By: Timothy J. Hunt
Title: President

By: Peter Capon
Title: CITY ADMINISTRATOR

STATE OF WASHINGTON)
) ss.
 COUNTY OF CLARK)

On this 13th day of July, 2018, personally appeared Timothy J. Krouz
 to me known to be the President of CAMAS/WASHOUGAL WILDLIFE LEAGUE,
 that executed the within and foregoing instrument, and acknowledged said instrument to be the free
 and voluntary act and deed, of said corporation, for the uses and purposes therein mentioned, and on
 oath stated that he/she was authorized to execute said instrument.

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

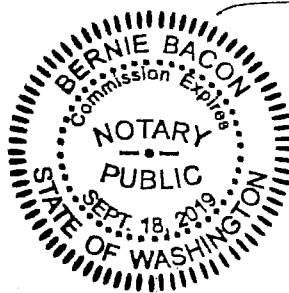


Shawn R. MacPherson
 Notary Public in and for the State of
 Washington, Residing at Camas
 My appointment expires: 12-8-19

STATE OF WASHINGTON)
) ss.
 COUNTY OF CLARK)

On this 13th day of July, 2018, personally appeared Peter Capell,
 to me known to be the City Administrator of the City of Camas, that executed the within and
 foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed, of
 said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he/she
 was authorized to execute said instrument.

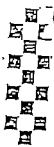
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day
 and year first above written.



Bernie Bacon
 Notary Public in and for the State of
 Washington, Residing at Clark County
 My appointment expires: 9-18-19

EXHIBIT A
LEGAL DESCRIPTION

TO BE PROVIDED



**CHRISTEL
& ISELY LLP**
ATTORNEYS AT LAW

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PO Box 61983
Vancouver WA 98666-1983
360-993-1200
Fax 360-567-0165

David W. Christel
Attorney at Law, PC

Charles A. Isely
Attorney at Law, PC

Dayve JaAnn Taylor
Paralegal

October 14, 2010

SENT VIA E-MAIL (PDF)

Knapp, O'Dell & MacPherson
Attn: Mr. Roger Knapp
City Attorney, Camas, WA
430 N.E. Evergreen St.
Camas, WA 98607

RE: Camas/Washougal Wildlife League & CJ Dens Land Company, LP.

Dear Mr. Knapp:

On September 20, 2010, representatives from the Camas/Washougal Wildlife League, a Washington nonprofit corporation ("League"), and CJ Dens Land Company, LP, a Washington LP ("CJ Dens"), appeared and gave testimony before the Camas City Council, regarding the continued operations the of League's trap shooting range, located at 811 S.E. Leadbetter Rd. CJ Dens has expressed concern over the trap shooting, due to its intention to develop adjacent property for residential housing.

During the course of testimony, League and CJ Dens representatives informed Council they would meet with one another, prior to October 18, 2010, in an effort to identify a date when the League would permanently discontinue trap shooting at the Leadbetter property. Both the League and CJ Dens understand Council retains final authority to approve the parties' recommended stop date.

After carefully considering appropriate safety buffers and CJ Dens's intended development (i.e., that CJ Dens will, most likely, first develop those lots closest to Lacamas Lake which are east of the League's property), the League and CJ Dens agree that all trap shooting should cease at that point in time when CJ Dens, or its successor in interest, has obtained final plat approval (i.e., all required roads and infrastructure are completed and approved) and a builder applies for a building permit on any lot west of the eastern boundary of the NE Quarter of Section 34 T2N R3E. Please see the attached map, marked as Exhibit A, for reference.

*and within an area approved as part of the final plat.

EXHIBIT

PAGE

1

OF

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October 14, 2010

The League and CJ Dens would like to reserve the ability to make alternative recommendations in the event CJ Dens's intended development plan is altered.

Please do not hesitate to contact either of us with any questions or concerns, and we thank the City of Camas for its consideration.

Sincerely,

CHRISTEL & ISELY, LLP



Charles A. Isely
Attorney for Camas/Washougal
Wildlife League

MILLER NASH, LLP



LeAnne M. Bremer
Attorney for CJ Dens Land
Company, LP

Encl.

Cc: Camas/Washougal Wildlife League
CJ Dens Land Company, LP

EXHIBIT AB

PAGE 2 OF 3

CHRISTEL
& ISELY LLP
ATTORNEYS AT LAW

EXHIBIT A



West of the eastern boundary of
the NE Quarter of Section
34 T2N R3E

RESOLUTION NO. _____

A RESOLUTION adopting findings relating to the continued discharge of firearms at the Camas-Washougal Wildlife League.

WHEREAS, the City has annexed territory which includes an area operated by the Camas-Washougal Wildlife League as a shotgun shooting range; and

WHEREAS, upon annexation of any territory the City regulations become applicable to the annexed land; and

WHEREAS, use of the Camas-Washougal Wildlife League Shooting Range was in existence prior to the applicable annexation; and

WHEREAS, continued use by the Camas-Washougal Wildlife League of the area as a shooting range would otherwise qualify as a valid nonconforming use that would be allowed to continue; and

WHEREAS, the City determined that it would appropriate to conduct a hearing to determine if the shooting at the Camas-Washougal Wildlife League poses a present danger to humans, domestic animals or property; and

WHEREAS, the City further determined that as part of that hearing the City should determine whether a future danger will be posed when the neighboring properties adjacent to the Camas-Washougal Wildlife League are developed; and

WHEREAS, the City directed that "Notice of Public Hearing" be provided to all interested parties for the purposes of determining if the existing Camas-Washougal Wildlife League practice of shooting poses a present danger to humans, domestic animals or property and to determine whether a future danger will be posed when neighboring properties are developed; and

WHEREAS, the City Council of the City of Camas considered public testimony at the public hearing held on September 20, 2010 and from representatives of both the Camas-

WHEREAS, having the considered the records and files as submitted at the hearing and further considering the Letter Agreement by and between the Camas-Washougal Wildlife League and C.J. Dens Land Company, LP, the City hereby makes the following finding in reference to the issues as set forth herein:

I

Continued shooting of shotguns at the shooting range operated by the Camas-Washougal Wildlife League does not constitute a present danger to humans, domestic animals or property on the condition that the scope of the use does not appreciably change from that which it is currently operated.

II

The Council adopts by reference the stipulation by and between the Camas-Washougal Wildlife League and C.J. Dens Land Company, LP as set forth within the correspondence dated October 14, 2010 and attached hereto as Exhibit "A" as relates to the potential for future danger to humans, domestic animals or property and direct that the parties comply with the terms therein with the additional interlineated information as noted therein.

ADOPTED BY THE COUNCIL AND APPROVED BY THE MAYOR AT A
REGULAR MEETING this ____ day of _____, 2010.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney

EXHIBIT C

CONDITIONS TO BE ASSUMED BY GRANTOR

1. Accumulated lead shot may be removed by Grantor and the proceeds received therefrom may be solely retained by Grantor, on the condition that all removal activities be completed by no later than six months following cessation of shooting operations, as set forth in Section 2 herein. Removal of lead shot by Grantor does not and is not to be considered any form of environmental remediation of which the Grantee is responsible pursuant to the terms herein.
2. Following closing, the Grantor may maintain current levels and scheduling of shooting operations at the north side only of the property until such time as the terms set forth in Exhibit "B" compel the discontinuation of shooting operations, and in no event later than 6 years after the date of closing, subject to imposition by the Grantee, through its municipal authority for termination of such use at its sole discretion, based upon life, health, or safety issues.
3. Continue maintenance and sole responsibility for the caretaker residency on the property. Grantor shall timely provide all notices as required by law to terminate any tenancy rights of the caretaker prior to closing of this transaction, and shall assume all costs and attorney's fees relating to the same. Under no circumstances shall any caretaker be entitled to any relocation assistance, and Grantor shall indemnify and hold Grantee harmless from any claims thereto.
4. The existing trailer upon the property is not part of this transaction and shall be the sole responsibility of the Grantor through the term set forth in Section 2 herein. At the conclusion of Grantor's shooting operations, as set forth herein, the trailer shall be removed at Grantee's sole cost.

EXHIBIT D

CONDITIONS TO BE ASSUMED BY GRANTEE

1. Prior to closing, Grantee shall assume sole responsibility for storm water discharge from the property, with the adoption of such measures as may be deemed necessary in its sole discretion. Grantee shall be allowed access to the property relating to these matters as required.
2. Assume and pay for the placement of a recognition plaque to be placed at the property upon acquisition in remembrance of the decades-long operations at the site by the Camas-Washougal Wildlife League.
3. The acquisition of the property by Grantee shall be subject to a recorded covenant compelling the Grantee to retain the Property in public ownership and for public use in perpetuity. The terms as set forth within this subsection shall survive closing and shall be binding upon the Grantee.

EXHIBIT E
HAZARDOUS SUBSTANCES

1. In connection with and as consideration for the purchase of the property, the Grantor and Grantee agree as follows: Grantor represents and warrants to Grantee that it has provided to Grantee all documentation and information it has relating to investigations, testing and analysis of the present and past uses of the property including any inquiry of the appropriate governmental agencies and offices having jurisdiction over the property and the laws regulating the environment, as to whether the property is or has been a site of storage of or contamination by any hazardous substances. Grantor further represents and warrants and is given no express release or waiver of liability that would waive any claim based on hazardous substances to a previous owner of the property or to any party which may be potentially responsible for the presents of hazardous substances on the property and has not made any promises of indemnification regarding hazardous substances to any other party. Grantor will provide Grantee with a summary of its investigations and copies of all inquiries and responses.
2. In connection with its due diligence concerning the proposed acquisition of the property the Grantee has obtained a soil sample report from Berger ABAM, copy which is attached hereto. Said soil sample report has revealed the present of certain hazardous substances as outlined and the purpose of this agreement is to mandate that the Grantee assume sole responsibility for clean-up and remediation of said contamination on the property, or any other property as shown on the Berger ABAM map.
3. Grantee agrees to indemnify and hold Grantor harmless from and against any and all claims, demands, damages, losses, liens, liability, penalties, fines, lawsuits and other proceedings and costs and expenses (including attorney's fees) arising directly or indirectly from or out of, or any way connected with any activities on the property during Grantors ownership, possession or control of the property which directly or indirectly results in the property or any other property becoming contaminated with hazardous substances or from the discovery and clean-up of hazardous substances from the property attributable contamination which occurred prior to the transfer of the property by Grantor to Grantee. Grantee acknowledges that it will be solely responsible for all costs and expenses relating to the clean-up of hazardous substances from the property, or any other property as shown on the Berger ABAM map. Grantee shall further be responsible for the costs of environmental evaluations and necessary remediation including but not limited to experts and consultant's fees and expenses and including without limitation remedial, removal, response, abatement ,cleanup, legal, investigative and monitoring costs. Grantee's obligations under the terms of this Agreement for clean-up and remediation are unconditional and are not subject to any limitation of liability. Grantee's indemnification covenant shall continue in effect and shall survive transfer of the Property after closing.
4. For purposes of this agreement the definition of the term "Hazardous Substances" shall be those used in the Superfund Act; provided, wherever, that the definition of the term "Hazardous Substances" shall also include, without limitation, petroleum and related by-products, hydrocarbons, asbestos or PCB's.

5. Subject to the provisions of Section 9.6, if Grantor commences litigation for the interpretation or enforcement of the provisions contained in this Exhibit E or for damages for its breach, Grantor shall be entitled to reasonable attorney's fees and other cost incurred in connection with such action.

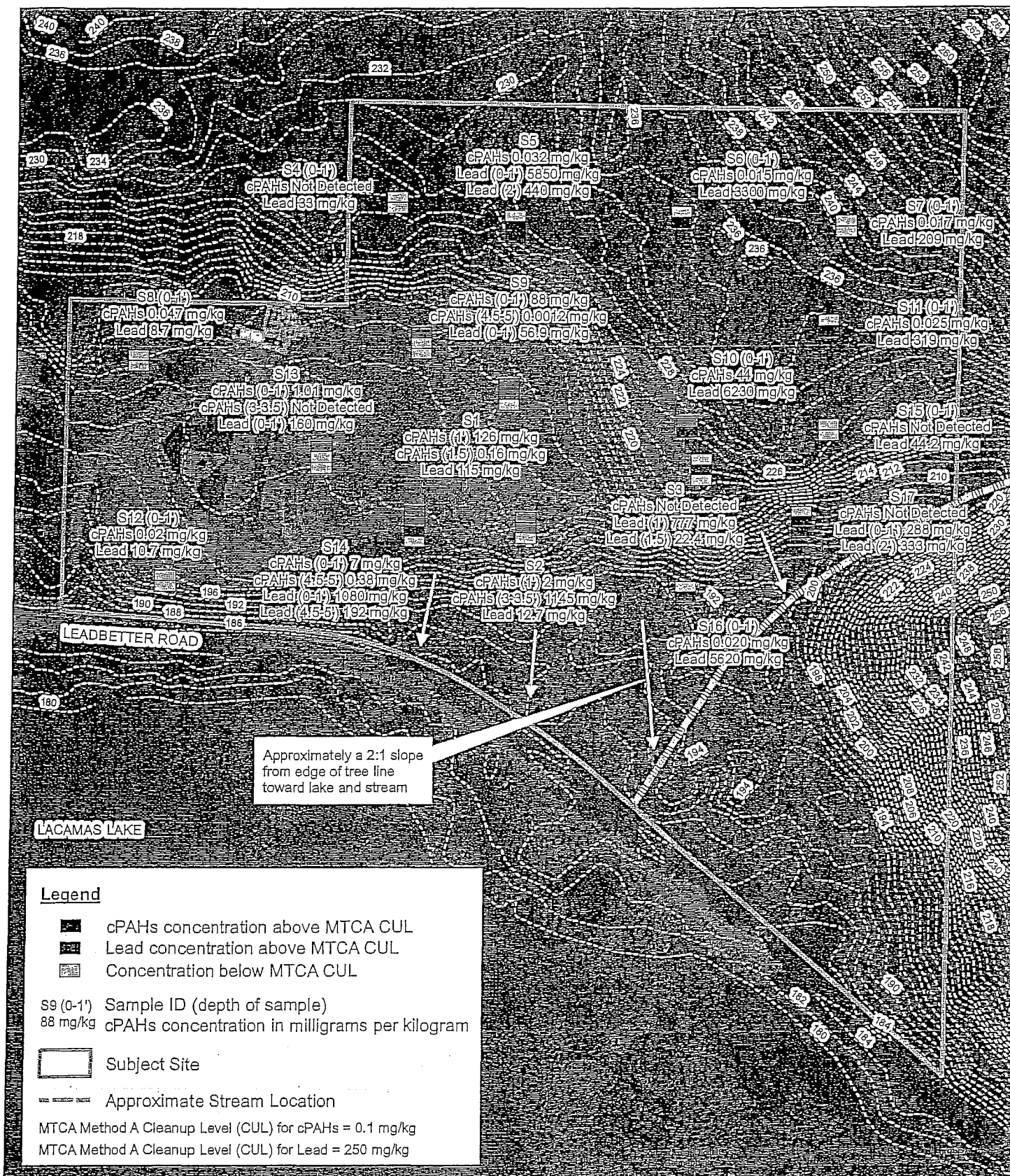


Figure 2: Soil Sample Locations and Data Results for cPAHs and Lead
Wildlife League Shooting Range
811 Southeast Leadbetter Road, Camas, Washington