

THIRD AMENDMENT TO
AGREEMENT FOR TRANSFER AND CONVEYANCE

THIS THIRD AMENDMENT TO AGREEMENT FOR TRANSFER AND CONVEYANCE (this "Third Amendment") is made this 20th day of November, 2018, 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 herein be separately referred to as a "Party" and together as the "Parties".

RECITALS

A. The City and Transferor entered into that certain Agreement for Transfer and Conveyance dated as of May 1, 2018, as amended by that certain First Amendment thereto dated August 20, 2018, and as further amended by that certain Second Amendment thereto dated October 8, 2018 (as amended, the "Agreement") for the conveyance of certain real property located in Clark County, Washington as more particularly described therein (the "Transfer Property"). Capitalized terms used but not defined herein shall have the meaning given in the Agreement.

B. Section 1.3 of the Agreement provides that the conveyance of the Transfer Property shall not include any water rights held by Transferor.

C. As set forth in Section 8.1 of the Agreement, the Closing Date of the transaction contemplated in the Agreement is to occur on or before November 21, 2018.

D. The Parties desire to amend the Agreement to provide for the transfer of certain water rights in connection with the conveyance of the Transfer Property, and to extend the date on which the Closing Date will occur to be on or before ten (10) days after Transferor receives Superseding Water Right Certificates S2-SWC11092(A) and R2-RWC11092(B) from the Washington Department of Ecology ("Ecology") that have been duly recorded in the records of Clark County, Washington.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agreement is hereby amended as follows:

1. Transfer of Certain Water Rights. Section 1.3 is hereby deleted and replaced with the following: "The Parties acknowledge that the Transfer Property shall include pending Superseding Water Right Certificate R2-RWC11092(B), which is the storage portion of Surface Water Certificate 11092, which is currently the subject of an administrative division application that was submitted to the Ecology on November 5, 2018. The Parties further acknowledge that other than Superseding Water Right Certificate R2-RWC11092(B), the Transfer Property shall not include any water rights held by Transferor, and all water rights other than Superseding Water Right Certificate R2-RWC11092(B) shall be retained by Transferor."

2. Form of Quit Claim Deed. Consistent with Paragraph 1 above, the first sentence of the Form of Quit Claim Deed attached as Exhibit C to the Agreement is hereby deleted and replaced with the following: “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, including Superseding Water Right Certificate R2-RWC11092(B) but excluding Superseding Water Right Certificate S2-SWC11092(A) and further excluding any and all other appurtenant or associated water rights, 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.”

3. Extension of the Closing Date. Section 8.1 of the Agreement is hereby amended to provide that the Closing Date shall occur on or before ten (10) days after Transferor receives Superseding Water Right Certificates S2-SWC11092(A) and R2-RWC11092(B) from Ecology that have been duly recorded in the records of Clark County, Washington. In the event that the recorded Superseding Water Right Certificates S2-SWC11092(A) and R2-RWC11092(B) contain terms or conditions objectionable to either Party, the Parties agree to work with Ecology to address such terms or conditions, and if necessary, to further extend the Closing Date as may be appropriate to adequately address the objectionable terms or conditions.


4. Effect of Amendment. Except as specifically amended in this Third Amendment, all other terms and provisions of the Agreement remain in full force and effect. This Third Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures and electronic signatures in .pdf format shall have the same force and effect as the original thereof.

[signature page follows]

This Third Amendment is entered into by the Parties and shall be effective on the date noted above.


TRANSFEROR:

GEORGIA-PACIFIC CONSUMER
OPERATIONS LLC,
a Delaware limited liability company

By: 
Name: Michael Cruz
Date: 11/20/2018

THE CITY:

CITY OF CAMAS, a municipal corporation

By: 
Name: PETER CAPELL
Date: 11/20/18