

**GOLDENDALE CITY COUNCIL  
SPECIAL MEETING  
THURSDAY MAY 28, 2026  
6:30 PM**

**NOTE: THIS MEETING IS BEING HELD IN PERSON OR CAN BE ACCESSED REMOTELY BY TELEPHONE AND ZOOM VIDEO. TO PARTICIPATE VIA ZOOM, YOU WILL NEED TO CALL 415-762-9988. THE MEETING ID NUMBER IS 373 290 5204. YOU WILL BE ABLE TO CALL IN AT 5:45. YOU CAN FIND THE INSTRUCTIONS FOR ZOOM ON THE WEBSITE.**

- A. Call to Order
  - a. Pledge of Allegiance
- B. Roll Call
- C. Closed Public Comment (Agenda Business Only, comments limited to 3 minutes)
- D. Public Hearing
- E. Agenda
  - 1. Approval of Agenda
  - 2. Consent Agenda
    - a. Approval of Minutes
    - b. Claims
    - c. Payroll
    - d. Other
- F. Presentations
- G. Department Reports
- H. Council Business
- I. Resolutions
  - 1. Res No 755 – Watershed Property Purchase
- J. Ordinances
- K. Report of Officers - Council, Mayor, City Administrator
- L. Open Public Comment – 3 Minute Limit
- M. Executive Session
- N. Adjournment

**NEXT REGULAR COUNCIL MEETING WILL BE ON JUN 1, 2026 AT 6:00 PM.**

AGENDA BILL: 11

AGENDA TITLE: Res No 755 – Watershed Land Purchase

DATE: May 28, 2026

**ACTION REQUIRED:**

ORDINANCE \_\_\_\_\_ COUNCIL INFORMATION  X

RESOLUTION  X  OTHER \_\_\_\_\_

MOTION \_\_\_\_\_

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**EXPLANATION:**

In order to protect the City's water supply from adverse effects of timber harvesting and other potential future uses of the for-sale land, the city desires to purchase privately-owned real property in the City's watershed.

**FISCAL IMPACT:**

**ALTERNATIVES:**

**STAFF RECOMMENDATION:**

**MOTION:**

**I MOVE TO APPROVE RESOLUTION NUMBER 755 AUTHORIZING THE MAYOR TO SIGN A VACANT LAND PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF GOLDENDALE AND WESTERN PACIFIC TIMBER, LLC IN THE AMOUNT NOT TO EXCEED \$245,520.00**

**RESOLUTION 2026 - 755**

**A RESOLUTION OF THE CITY OF GOLDENDALE, WASHINGTON,  
APPROVING A VACANT LAND PURCHASE AND SALE  
AGREEMENT WITH WESTERN PACIFIC TIMBER, LLC,  
FOR APPROXIMATELY 102.3 ACRES IN THE CITY'S WATERSHED**

**WHEREAS**, in order to protect the City's water supply from adverse effects of timber harvesting and other potential future uses of said property, the City desires to purchase privately-owned real property in the City's watershed; and

**WHEREAS**, the City has negotiated the purchase of approximately 102.3 acres of vacant real property in the City's watershed from Pacific Timber, LLC; and

**WHEREAS**, the City Council finds and determines that purchasing said property is in the best interest of the residents of the City of Goldendale and will benefit the health, safety, and welfare of the citizens of Goldendale;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDENDALE, WASHINGTON, AS FOLLOWS:**

The Vacant Land Purchase and Sale Agreement between the City of Goldendale and Western Pacific Timber, LLC, attached to this resolution is hereby approved. The Mayor is authorized to sign the Vacant Land Purchase and Sale Agreement in the form attached hereto and incorporated by this reference. The City Administrator is directed to take such additional action as necessary to effectuate the purposes and objectives of the agreement approved by this resolution.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on May 28, 2026.

**MAYOR**

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**ATTEST:**

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**CITY CLERK**

**APPROVED AS TO FORM:**

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**CITY ATTORNEY**



VACANT LAND PURCHASE AND SALE AGREEMENT  
General Terms

a. **Purchase Price.** Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement. The parties shall use caution when wiring funds to avoid potential wire fraud. Before wiring funds, the party wiring funds shall take steps to confirm any wire instructions via an independently verified phone number and other appropriate measures.

b. **Earnest Money.** Buyer shall deliver the Earnest Money by the Delivery Date listed in Specific Term No. 6 (2 days after mutual acceptance if not filled in) to the party holding the Earnest Money (Buyer Brokerage Firm or Closing Agent). If sent by mail, the Earnest Money must arrive at Buyer Brokerage Firm or Closing Agent by the Delivery Date. If the Earnest Money is held by Buyer Brokerage Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Buyer Brokerage Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Buyer Brokerage Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Buyer Brokerage Firm is over \$10,000.00 Buyer has the option to require Buyer Brokerage Firm to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If Buyer does not complete an IRS Form W-9 before Buyer Brokerage Firm must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Buyer Brokerage Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Buyer Brokerage Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein.

Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. If either party fails to execute the release form, a party may make a written demand to the Closing Agent for the Earnest Money. Pursuant to RCW 64.04.220, Closing Agent shall deliver notice of the demand to the other party within 15 days. If the other party does not object to the demand within 20 days of Closing Agent's notice, Closing Agent shall disburse the Earnest Money to the party making the demand within 10 days of the expiration of the 20 day period. If Closing Agent timely receives an objection or an inconsistent demand from the other party, Closing Agent shall commence an interpleader action within 60 days of such objection or inconsistent demand, unless the parties provide subsequent consistent instructions to Closing Agent to (i) disburse the earnest money or (ii) refrain from commencing an interpleader action for a specified period of time. Pursuant to RCW 4.28.080, the parties consent to service of the summons and complaint for an interpleader action by first class mail, postage prepaid at the party's usual mailing address or the address identified in this Agreement. If the Closing Agent complies with the preceding process, each party shall be deemed to have released Closing Agent from any and all claims or liability related to the disbursal of the Earnest Money. If either party fails to authorize the release of the Earnest Money to the other party when required to do so under this Agreement, that party shall be in breach of this Agreement. For the purposes of this section, the term Closing Agent includes a Buyer Brokerage Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to \$750.00 for the costs thereof. The parties acknowledge that RCW 64.04.220 requires the court to award the Closing Agent its reasonable attorneys' fees and costs associated with an interpleader action.

c. **Condition of Title.** Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Seller shall not convey or reserve any oil and/or mineral rights after mutual acceptance without Buyer's written consent. Monetary encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title. If the Property has been short platted, the Short Plat number is in the Legal Description.

d. **Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of standard form owner's policy of title insurance from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed. The Title Insurance Company shall send a copy of the preliminary commitment to Seller, Listing Broker, Buyer and Buyer Broker. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in said standard form and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior

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Buyer's Initials                      Date                      Buyer's Initials                      Date                      Seller's Initials                      Date                      Seller's Initials                      Date

**VACANT LAND PURCHASE AND SALE AGREEMENT**  
General Terms

to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title.

- e. Closing and Possession.** This sale shall be closed by the Closing Agent on the Closing Date. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. If the Closing Date falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller shall maintain the Property in its present condition, normal wear and tear excepted, until Buyer is provided possession. Buyer reserves the right to walk through the Property within 5 days of Closing to verify that Seller has maintained the Property as required by this paragraph. Seller shall not enter into or modify existing leases or rental agreements, service contracts, or other agreements affecting the Property which have terms extending beyond Closing without first obtaining Buyer's consent, which shall not be unreasonably withheld.
- f. Section 1031 Like-Kind Exchange.** If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange.
- g. Closing Costs and Prorations and Charges and Assessments.** Seller and Buyer shall each pay one-half of the escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, and lienable homeowner's association dues shall be prorated as of Closing. Buyer shall pay Buyer's loan costs, including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay such delinquencies at Closing from money due, or to be paid by, Seller. Buyer shall pay for remaining fuel in the fuel tank if, prior to Closing, Seller obtains a written statement from the supplier as to the quantity and current price and provides such statement to the Closing Agent. Seller shall pay all utility charges, including unbilled charges. Unless waived in Specific Term No. 11, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller shall provide the names and addresses of all utilities providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent).

Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that are or become due on or before Closing. Charges levied before Closing, but becoming due after Closing shall be paid as agreed in Specific Term No.12.
- h. Sale Information.** Listing Broker and Buyer Broker are authorized to report this Agreement (including price and all terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, and others related to this Sale, to furnish the Listing Broker and/or Buyer Broker, on request, any and all information and copies of documents concerning this sale.
- i. Seller Citizenship and FIRPTA.** Seller warrants that the identification of Seller's citizenship status for purposes of U.S. income taxation in Specific Term No. 13 is correct. Seller shall execute a certification (NWMLS Form 22E or equivalent) under the Foreign Investment In Real Property Tax Act ("FIRPTA") and provide the certification to the Closing Agent within 10 days of mutual acceptance. If Seller is a foreign person for purposes of U.S. income taxation, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service. Seller shall pay any fees incurred by Buyer related to such withholding and payment.

If Seller fails to provide the FIRPTA certification to the Closing Agent within 10 days of mutual acceptance, Buyer may give notice that Buyer may terminate the Agreement at any time 3 days thereafter (the "Right to Terminate Notice"). If Seller has not earlier provided the FIRPTA certification to the Closing Agent, Buyer may give notice of termination of this Agreement (the "Termination Notice") any time following 3 days after delivery of the Right to Terminate Notice. If Buyer gives the Termination Notice before Seller provides the FIRPTA certification to the Closing Agent, this Agreement is terminated and the Earnest Money shall be refunded to Buyer.

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Buyer's Initials                      Date                      Buyer's Initials                      Date                      Seller's Initials                      Date                      Seller's Initials                      Date

**VACANT LAND PURCHASE AND SALE AGREEMENT**  
General Terms

- j. Notices and Delivery of Documents.** Any notice related to this Agreement (including revocations of offers or counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed delivered only when the notice is received by Seller, by Listing Broker, or at the licensed office of Listing Broker. Notices to Buyer must be signed by at least one Seller and shall be deemed delivered only when the notice is received by Buyer, by Buyer Broker, or at the licensed office of Buyer Broker. Documents related to this Agreement, such as NWMLS Form 17C, Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, and all other documents shall be delivered pursuant to this paragraph. Buyer and Seller must keep Buyer Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice.
- Facsimile transmission of any notice or document shall constitute delivery. E-mail transmission of any notice or document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Buyer Broker and Buyer Brokerage Firm or both Listing Broker and Listing Brokerage Firm at the e-mail addresses specified on page one of this Agreement; (ii) Buyer Broker or Listing Broker provide written acknowledgment of receipt of the e-mail (an automatic e-mail reply does not constitute written acknowledgment); or (iii) if a party is unrepresented, the e-mail is sent directly to the party's e-mail address specified on page one of this Agreement. At the request of either party, or the Closing Agent, the parties will confirm facsimile or e-mail transmitted signatures by signing an original document.
- k. Computation of Time.** Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less, except for any time period relating to the Possession Date, shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, shall occur on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. When counting backwards from Closing, any period of time measured in days shall start on the day prior to Closing and if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day, moving forward, that is not a Saturday, Sunday or legal holiday (e.g. Monday or Tuesday). If the parties agree upon and attach a legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement.
- l. Integration and Electronic Signatures.** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature.
- m. Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on the first page of this Agreement.
- n. Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 7, shall apply:
- i. Forfeiture of Earnest Money.** That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure.
  - ii. Seller's Election of Remedies.** Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.
- o. Professional Advice and Attorneys' Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement, or if the party holding the Earnest Money commences an interpleader action, the prevailing party is entitled to reasonable attorneys' fees and expenses.
- p. Offer.** This offer must be accepted by 9:00 p.m. on the Offer Expiration Date, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, by the other party's broker, or at the licensed

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Buyer's Initials      Date      Buyer's Initials      Date      Seller's Initials      Date      Seller's Initials      Date

VACANT LAND PURCHASE AND SALE AGREEMENT  
General Terms

- office of the other party's broker pursuant to General Term j. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. 162 163
- q. **Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to Seller's name and Seller's warranty of citizenship status, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, the other party's broker, or at the licensed office of the other party's broker pursuant to General Term j. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. 164 165 166 167 168 169
- r. **Offer and Counteroffer Expiration Date.** If no expiration date is specified for an offer/counteroffer, the offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn. 170 171 172
- s. **Agency Disclosure.** Buyer Brokerage Firm, Buyer Brokerage Firm's Designated Broker, Buyer Broker's Branch Manager (if any) and Buyer Broker's Managing Broker (if any) represent the same party that Buyer Broker represents. Listing Brokerage Firm, Listing Brokerage Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. All parties acknowledge receipt of the pamphlet entitled "Real Estate Brokerage in Washington." 173 174 175 176 177
- t. **Brokerage Firm Compensation.** Seller and Buyer shall pay compensation in accordance with any listing or compensation agreement to which they are a party. The Listing Brokerage Firm's compensation shall be paid as specified in the listing agreement. The compensation offered by Seller to the Buyer Brokerage Firm, if any, is set forth in Specific Term No. 18(a), and if there is any inconsistency between the Buyer Brokerage Firm compensation offered and the description of the offered compensation stated in Specific Term No. 18(a), the terms shall be as set forth in the published offer. Seller shall pay the Buyer Brokerage Firm compensation set forth in Specific Term No. 18(b). Amounts described as a percentage in Specific Term No. 18(a) or 18(b) shall be a percentage of the Purchase Price unless otherwise specified by the parties. Seller and Buyer hereby consent to Listing Brokerage Firm or Buyer Brokerage Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Brokerage Firm and Buyer Brokerage Firm, as applicable, a portion of their funds in escrow equal to such compensation and irrevocably instruct the Closing Agent to disburse the compensation directly to the Firm(s). In any action by Listing or Buyer Brokerage Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and Buyer agree that the Firms are intended third-party beneficiaries under this Agreement. 178 179 180 181 182 183 184 185 186 187 188 189 190
- u. **Subdivision.** If the Property must be subdivided, Seller represents that there has been preliminary plat approval for the Property and this Agreement is conditioned on the recording of the final plat containing the Property on or before the date specified in Specific Term No. 14. If the final plat is not recorded by such date, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 191 192 193 194
- v. **Feasibility Contingency.** Unless satisfied/waived, Buyer shall have the time period set forth in Specific Term No. 15 to verify the suitability of the Property for Buyer's intended use, including whether the Property can be platted, developed and/or built on (now or in the future) and what it will cost to do so. Buyer should not rely on any oral statements concerning this made by Seller, Listing Broker or Buyer Broker. Buyer should inquire at the city or county, and water, sewer or other special districts in which the Property is located. Buyer's inquiry should include, but not be limited to: building or development moratoriums applicable to or being considered for the Property; any special building requirements, including setbacks, height limits or restrictions on where buildings may be constructed on the Property; whether the Property is affected by a flood zone, wetlands, shorelands or other environmentally sensitive areas; road, school, fire and any other growth mitigation or impact fees that must be paid; the procedure and length of time necessary to obtain plat approval and/or a building permit; sufficient water, sewer and utility and any service connection charges; and all other charges that must be paid. Buyer and Buyer's agents, representatives, consultants, architects and engineers shall have the right, from time to time during and after the feasibility contingency, to enter onto the Property and to conduct any tests or studies that Buyer may need to ascertain the condition and suitability of the Property for Buyer's intended purpose. Buyer shall restore the Property and all improvements on the Property to the same condition they were in prior to the inspection. Buyer shall be responsible for all damages resulting from any inspection of the Property performed on Buyer's behalf. Seller shall cooperate with Buyer in obtaining permits or other approvals Buyer may reasonably require for Buyer's intended use of the Property; provided that Seller shall not be required to incur any liability or expenses in doing so. If Buyer does not give notice of disapproval on or before the time period set forth in Specific Term No. 15, this feasibility contingency shall conclusively be deemed satisfied. If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. The Feasibility Contingency Addendum (NWMLS Form 35F), if included in the Agreement, supersedes the Feasibility Contingency in Specific Term No. 15 and this General Term v. 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215

_____ Buyer's Initials	_____ Date	_____ Buyer's Initials	_____ Date	_____ Seller's Initials	_____ Date	_____ Seller's Initials	_____ Date
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**VACANT LAND PURCHASE AND SALE AGREEMENT**  
General Terms

- w. Information Verification Period.** Unless satisfied/waived, Buyer shall have the time period set forth in Specific Term 216  
 No.16 (10 days after mutual acceptance if not filled in) to verify all information provided from Seller or Listing Brokerage 217  
 Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the 218  
 materially inaccurate information within the time period set forth in Specific Term No. 16. If Buyer gives timely notice 219  
 under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 220
- x. Property Condition Disclaimer.** Buyer and Seller agree, that except as provided in this Agreement, all representations 221  
 and information regarding the Property and the transaction are solely from Seller or Buyer, and not from any Broker. 222  
 The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations 223  
 under this Agreement and that none of the Brokers has agreed to independently investigate or confirm any matter 224  
 related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. Brokers 225  
 make no representation concerning: (i) the lot size, boundaries, or accuracy of any information provided by Seller; (ii) 226  
 the square footage of any improvements on the Property; or (iii) whether there are any encroachments (e.g., fences, 227  
 rockeries, buildings) on the Property, or by the Property on adjacent properties. Buyer is advised to verify lot size, 228  
 square footage, and encroachments to Buyer's satisfaction. In addition, Brokers do not guarantee the value, quality or 229  
 condition of the Property and some properties may contain building materials, including siding, roofing, ceiling, 230  
 insulation, electrical, and plumbing, that have been the subject of lawsuits and/or governmental inquiry because of 231  
 possible defects or health hazards. Some properties may have other defects arising after construction, such as 232  
 drainage, leakage, pest, rot and mold problems. In addition, some properties may contain soil or other contamination 233  
 that is not readily apparent and may be hazardous. Brokers do not have the expertise to identify or assess defective or 234  
 hazardous products, materials, or conditions. Buyer is urged to use due diligence to inspect the Property to Buyer's 235  
 satisfaction and to retain inspectors qualified to identify the presence of defective or hazardous materials and conditions 236  
 and evaluate the Property as there may be defects and hazards that may only be revealed by careful inspection. Buyer 237  
 is advised to investigate whether the Property is suitable for Buyer's intended use and to ensure the water supply is 238  
 sufficient to meet Buyer's needs. Buyer is advised to investigate the cost of insurance for the Property, including, but not 239  
 limited to homeowner's, fire, flood, earthquake, landslide, and other available coverage. Buyer acknowledges that local 240  
 ordinances may restrict short term rentals of the Property. Brokers may assist the parties with locating and selecting 241  
 third-party service providers, such as inspectors or contractors, but Brokers cannot guarantee or be responsible for the 242  
 services provided by those third parties. The parties shall exercise their own judgment and due diligence regarding 243  
 third-party service providers. 244
- y. Fair Housing.** Seller and Buyer acknowledge that local, state, and federal fair housing laws prohibit discrimination 245  
 based on sex, marital status, sexual orientation, gender identity, race, creed, color, religion, caste, national origin, 246  
 citizenship or immigration status, families with children status, familial status, honorably discharged veteran or military 247  
 status, the presence of any sensory, mental, or physical disability, or the use of a support or service animal by a person 248  
 with a disability. 249
- z. Financial Crimes Enforcement Network (FinCEN) Real Estate Reporting.** Section 1010.821 of Chapter 31 of 250  
 the Code of Federal Regulations ("Code") requires that certain residential real estate transactions purchased with 251  
 all cash or without institutional lender financing, where at least one buyer is a legal entity, limited liability company, 252  
 corporation, partnership, trust, trustee, or other non-natural person, must be reported to the United States 253  
 Treasury Department's Financial Crimes Enforcement Network ("FinCEN Report"). 254

If this transaction is subject to the FinCEN Report, then Seller and Buyer shall, no later than Closing, provide to the 255  
 Closing Agent the information and documentation necessary to enable the Closing Agent to complete the FinCEN 256  
 Report. Such information and documentation includes the full legal name, date of birth, residential street address, and 257  
 the IRS taxpayer identification number of the beneficial owners of the Buyer, as further defined and described in the 258  
 Code. Buyer shall also pay all costs and fees to prepare and file the FinCEN Report. 259

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Buyer's Initials                      Date                      Buyer's Initials                      Date                      Seller's Initials                      Date                      Seller's Initials                      Date

**OPTIONAL CLAUSES ADDENDUM TO  
PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated May 19, 2026 1  
between City of Goldendale ("Buyer") 2  
Buyer  
and Western Pacific Timber LLC ("Seller") 3  
Seller  
concerning Goldendale WA (the "Property"). 4  
Address City State Zip

**CHECK IF INCLUDED:** 5

1. **Title Insurance.** The Title Insurance clause in the Agreement provides Seller is to provide the then-current ALTA 6  
form of Homeowner's Policy of Title Insurance. The parties have the option to provide less coverage by selecting 7  
a Standard Owner's Policy or more coverage by selecting an Extended Coverage Policy: 8

- Standard Owner's Coverage.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to 9  
apply for the then-current ALTA form of Owner's Policy of Title Insurance, together with homeowner's 10  
additional protection and inflation protection endorsements, if available at no additional cost, rather than 11  
the Homeowner's Policy of Title Insurance. 12
- Extended Coverage.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense to apply for 13  
an ALTA or comparable Extended Coverage Policy of Title Insurance, rather than the Homeowner's 14  
Policy of Title Insurance. Buyer shall pay the increased costs associated with the Extended Coverage 15  
Policy, including the excess premium over that charged for Homeowner's Policy of Title Insurance and 16  
the cost of any survey required by the title insurer. 17

2.  **Seller Cleaning.** Seller shall clean the interiors of any structures and remove all trash, debris and rubbish 18  
from the Property prior to Buyer taking possession. 19

3.  **Personal Property.** Unless otherwise agreed, Seller shall remove all personal property from the Property 20  
not later than the Possession Date. Any personal property remaining on the Property thereafter shall become 21  
the property of Buyer, and may be retained or disposed of as Buyer determines. 22

4.  **Utilities.** To the best of Seller's knowledge, Seller represents that the Property is connected to: 23  
 public water main;  public sewer main;  septic tank;  well (specify type) \_\_\_\_\_; 24  
 irrigation water (specify provider) \_\_\_\_\_;  natural gas;  telephone;  electricity; 25  
 cable (specify provider) \_\_\_\_\_;  internet (specify provider) \_\_\_\_\_; 26  
 other none 27

5.  **Insulation - New Construction.** If this is new construction, Federal Trade Commission Regulations require 28  
the following to be filled in. If insulation has not yet been selected, FTC regulations require Seller to furnish 29  
Buyer the information below in writing as soon as available: 30

WALL INSULATION: TYPE: \_\_\_\_\_ THICKNESS: \_\_\_\_\_ R-VALUE: \_\_\_\_\_ 31  
CEILING INSULATION: TYPE: \_\_\_\_\_ THICKNESS: \_\_\_\_\_ R-VALUE: \_\_\_\_\_ 32  
OTHER INSULATION DATA: \_\_\_\_\_ 33

6.  **Leased Property Review Period and Assumption.** Buyer acknowledges that Seller leases the following 34  
items of personal property that are included with the sale:  propane tank;  security system;  satellite 35  
dish and operating equipment;  other \_\_\_\_\_ 36

Seller shall provide Buyer a copy of the lease for the selected items within \_\_\_\_\_ days (5 days if not filled 37  
in) of mutual acceptance. If Buyer, in Buyer's sole discretion, does not give notice of disapproval within 38  
\_\_\_\_\_ days (5 days if not filled in) of receipt of the lease(s) or the date that the lease(s) are due, whichever 39  
is earlier, then this lease review period shall conclusively be deemed satisfied (waived) and at Closing, Buyer 40

**OPTIONAL CLAUSES ADDENDUM TO  
PURCHASE & SALE AGREEMENT**

*Continued*

shall assume the lease(s) for the selected item(s) and hold Seller harmless from and against any further obligation, liability, or claim arising from the lease(s), if the lease(s) can be assumed. If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

7.  **Homeowners' Association Review Period.** If the Property is subject to a homeowners' association or any other association, then Seller shall, at Seller's expense, provide Buyer a copy of the following documents (if available from the Association) within \_\_\_\_\_ days (10 days if not filled in) of mutual acceptance:
- a. Association rules and regulations, including, but not limited to architectural guidelines;
  - b. Association bylaws and covenants, conditions, and restrictions (CC&Rs);
  - c. Association meeting minutes from the prior two (2) years;
  - d. Association Board of Directors meeting minutes from the prior six (6) months; and
  - e. Association financial statements from the prior two (2) years and current operating budget.

If Buyer, in Buyer's sole discretion, does not give notice of disapproval within \_\_\_\_\_ days (5 days if not filled in) of receipt of the above documents or the date that the above documents are due, whichever is earlier, then this homeowners' association review period shall conclusively be deemed satisfied (waived). If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

8.  **Homeowners' Association Transfer Fee.** If there is a transfer fee imposed by the homeowners' association or any other association (e.g. a "move-in" or "move-out" fee), the fee shall be paid by the party as provided for in the association documents. If the association documents do not provide which party pays the fee, the fee shall be paid by  Buyer;  Seller (Seller if not filled in).

9.  **Excluded Item(s).** The following item(s), that would otherwise be included in the sale of the Property, is excluded from the sale ("Excluded Item(s)"). Seller shall repair any damage to the Property caused by the removal of the Excluded Item(s). Excluded Item(s):

10.  **Home Warranty.** Buyer and Seller acknowledge that home warranty plans are available which may provide additional protection and benefits to Buyer and Seller. Unless completed below, the parties waive ordering of a home warranty policy in connection with this Agreement:

- a. Home warranty provider: \_\_\_\_\_
- b. Seller shall pay up to \$\_\_\_\_\_ (\$0.00 if not filled in) of the cost for the home warranty, together with any included options, and Buyer shall pay any balance.
- c. Home warranty coverage period: \_\_\_\_\_ (one year, if not filled in).
- d. Options to be included: \_\_\_\_\_  
\_\_\_\_\_ (none, if not filled in).
- e. Other: \_\_\_\_\_.

11.  **Other.**

Seller will provide the buyer a written easement up to 7 days prior to closing.  
Seller to provide the buyer a credit of \$40,920 at closing if the sale is closed by June 19th, 2026 or sooner.

**EVIDENCE OF FUNDS ADDENDUM  
TO PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated May 19, 2026 1  
between City of Goldendale ("Buyer") 2  
Buyer Buyer  
and Western Pacific Timber LLC ("Seller") 3  
Seller Seller  
concerning Goldendale WA (the "Property"). 4  
Address City State Zip

**1. DEFINITIONS.** 5

- a. "Evidence" means document(s) from a financial institution(s) in the United States showing that Buyer has sufficient cash or cash equivalent in United States funds. 6 7
- b. "Non-Contingent Funds" means funds that Buyer currently has in its possession and for which there is no contingency, such as financing (NWMLS Form 22A or equivalent), sale of Buyer's property (NWMLS Form 22B or equivalent), or pending sale of Buyer's property (NWMLS Form 22Q or equivalent). 8 9 10
- c. "Contingent Funds" means funds that Buyer does not currently have, but expects to receive from another source prior to Closing, and for which there is no contingency, such as a loan, proceeds from the sale of other property or stock, retirement funds, foreign funds, a gift, or future earnings. 11 12 13

**2.  EVIDENCE OF NON-CONTINGENT FUNDS.** Buyer is relying on Non-Contingent Funds for payment of the Purchase Price. Buyer shall provide Evidence to Seller of such funds within 5 days (3 days if not filled in) of mutual acceptance. Unless Buyer discloses other sources of funds for the payment of the Purchase Price, Buyer represents that the Non-Contingent Funds are sufficient to pay the Purchase Price. Buyer shall not use such Non-Contingent Funds for any purpose other than the purchase of the Property without Seller's prior written consent. If Buyer fails to timely provide such Evidence, Seller may give notice terminating this Agreement any time before such Evidence is provided. Upon Seller's notice of termination under this Addendum, the Earnest Money shall be refunded to Buyer. 14 15 16 17 18 19 20 21

**3.  DISCLOSURE OF CONTINGENT FUNDS.** Buyer is relying on Contingent Funds for the Purchase Price: 22

- Loan: \_\_\_\_\_ 23
- Sale of the following owned by Buyer: \_\_\_\_\_ 24
- Gift of \$ \_\_\_\_\_ from \_\_\_\_\_ 25
- Funds not readily convertible to liquid US funds: \_\_\_\_\_ 26
- Down Payment Program: \_\_\_\_\_ 27
- Other (describe): \_\_\_\_\_ 28

Buyer shall provide Evidence to Seller \_\_\_\_\_ days (10 days if not filled in) prior to Closing that the funds relied upon in Section 3 have been received or are immediately available to Buyer. If Buyer fails to timely provide such Evidence, Seller may give notice terminating this Agreement any time before such Evidence is provided. Buyer shall provide Seller with additional information about such funds as may be reasonably requested by Seller from time to time. Upon Seller's notice of termination under this Addendum, the Earnest Money shall be refunded to Buyer. 29 30 31 32 33 34

If Buyer disclosed that Buyer is obtaining a loan, Seller shall permit an appraisal of the Property and inspections required by lender, including but not limited to structural, pest, heating, plumbing, roof, electrical, septic, and well inspections. Seller is not obligated to pay for such inspections unless otherwise agreed. 35 36 37

**4. BUYER DEFAULT.** If Buyer fails to timely close because the Contingent Funds identified in Section 3 are not available by Closing, Buyer shall be in default and Seller shall be entitled to remedies as provided for in the Agreement. 38 39 40

\_\_\_\_\_  
Buyer's Initials      Date      Buyer's Initials      Date      Seller's Initials      Date      Seller's Initials      Date

**LAND AND ACREAGE ADDENDUM**

The following is part of the Purchase and Sale Agreement dated May 19, 2026 1  
between City of Goldendale ("Buyer") 2  
Buyer Buyer  
and Western Pacific Timber LLC ("Seller") 3  
Seller Seller  
concerning Goldendale WA (the "Property"). 4  
Address City State Zip

- 1. BUYER ACKNOWLEDGMENTS:** If Buyer has any questions regarding the Property, Buyer is advised to make 5  
the Agreement subject to relevant inspections, tests, surveys, and/or reports. BUYER ACKNOWLEDGES: 6
- a. Buyer has observed and investigated the Property and has reached Buyer's own conclusions as to the 7  
adequacy, acceptability, and suitability of the Property and surrounding area, and the feasibility and 8  
desirability of acquiring the Property for Buyer's intended use, based solely on Buyer's examination of the 9  
Property. 10
  - b. A generally accepted method for identifying boundary lines and verifying the size of the Property is to have 11  
the Property surveyed, and corners identified and marked. A survey will confirm that the legal description is 12  
accurate and that any presumed fences or other boundary markings are correctly located. Neither the Listing 13  
Broker nor the Buyer Broker shall be responsible for any discrepancies in boundary lines, information 14  
regarding the size of the Property, identification of easements or encroachment problems. 15
  - c. A generally accepted method for determining whether on-site sewage disposal systems may be installed on 16  
the Property is to have tests performed, such as "perc" tests, which are approved by the county for limited 17  
time periods. Except as otherwise provided in the Agreement, Buyer assumes the risk that the Property is 18  
suitable for any needed on-site sewage disposal system and related equipment. 19
  - d. A generally accepted method for determining water quality from any well or other water delivery system is to 20  
have tests conducted by qualified professionals for organic and inorganic materials, including, but not limited 21  
to bacteria, coliform, lead, arsenic, nitrates, and uranium. A generally accepted method for determining water 22  
quantity produced by a well is to have a test conducted by experts to determine gallons per minute. Buyer 23  
understands that the results of such tests only provide information regarding water quality or quantity at the 24  
time of the test(s) and provide no representation or guarantee that results will not change or vary at other 25  
times. 26
  - e. If the Property is currently taxed at a reduced rate because a special classification such as open space, 27  
agricultural, or forest land, and Buyer is to continue that use, Buyer understands approval from the county will 28  
need to be obtained and that significant increased taxes, back taxes, penalties and interest may be required 29  
to be paid if the use classification is changed or withdrawn at Closing or in the future. 30
  - f. A generally accepted method for determining the value of timber growing on the Property is to have a 31  
qualified forester or forest products expert "cruise" the Property and give a written valuation. 32
  - g. On-site sewage systems should be inspected by qualified professionals licensed by the local municipality. If 33  
there is an on-site sewage system on the Property that has not been recently used, Buyer should consider 34  
conducting a purge test and other inspections to determine whether there are any defects in the system. A 35  
purge test consists of introducing water into the system to determine whether the system is functioning 36  
properly. 37
  - h. Additional tests or inspections of the Property may be required by local or state governmental agencies before 38  
title to the Property is transferred. 39
  - i. Seller may have entered into lease or rental agreements that extend beyond the Closing Date. Buyer should 40  
use due diligence to investigate such agreements. 41
  - j. Seller shall have the right to harvest all crops in the ordinary course of business until the Possession Date. 42

**LAND AND ACREAGE ADDENDUM**

*Continued*

- 2. CONTINGENCIES:** 43
- a. **General Contingency Provisions.** This Agreement is conditioned on the applicable contingencies below. 44  
 The work to be performed shall be timely ordered by the party responsible for payment, except for the 45  
 Feasibility Study (if applicable), and shall be performed by qualified professionals. If Seller is responsible for 46  
 ordering the work and fails to timely do so, Seller will be in breach of the Agreement. 47
  - b. **Contingency Periods.** The applicable contingency periods shall commence on mutual acceptance of the 48  
 Agreement. If Buyer gives notice of disapproval and termination of the Agreement within the applicable 49  
 contingency period, the Earnest Money shall be refunded to Buyer. If Buyer fails to give timely notice within 50  
 the applicable contingency period, then the respective contingency shall be deemed waived. 51
  - c. **Contingencies.** Items checked below are to be paid by Buyer or Seller as indicated below and are 52  
 contingencies to the Agreement. Notwithstanding the payment allocation provided for herein, if the Agreement 53  
 fails to close as a consequence of a Seller's breach, the costs of the following shall be borne by the Seller: 54

Paid by Buyer	Paid by Seller		Contingency period (20 days if not filled in)	
<input type="checkbox"/>	<input type="checkbox"/>	i. <b>Survey.</b> Completion of survey to verify information regarding the Property as listed in 1(b), with results of the survey to be satisfactory to Buyer in Buyer's sole discretion. Seller shall provide any prior surveys of the Property to Buyer, if available.	_____ days	57 58 59 60
<input type="checkbox"/>	<input type="checkbox"/>	ii. <b>Perc Test.</b> Perc or similar test, conducted by a qualified professional, indicating that the Property is suitable for installation of conventional septic system and drain field. If the sale fails to close, the party who paid for the perc test shall fill in holes at their expense within two weeks of the date the transaction is terminated. Earnest Money shall not be refunded to Buyer until perc holes are filled in if this is Buyer's responsibility.	_____ days	61 62 63 64 65 66 67 68
<input type="checkbox"/>	<input type="checkbox"/>	iii. <b>On-Site Sewage System.</b> The on-site sewage system ("OSS") shall be inspected and, if the inspector determines necessary, pumped by a qualified professional, with results of the inspection to be satisfactory to Buyer in Buyer's sole discretion. If Seller had the OSS inspected within _____ months (12 months if not filled in) of mutual acceptance and Seller provides Buyer with written evidence thereof, including an inspection report, there shall be no obligation to inspect and pump the OSS unless otherwise required by Buyer's lender. If VA financing is used, Buyer's lender may require certification of the OSS. If Seller has not already conducted an inspection, Buyer shall have the right to observe the inspection.	_____ days	69 70 71 72 73 74 75 76 77 78 79 80
		The OSS inspection <input type="checkbox"/> shall; <input type="checkbox"/> shall not include a purge test to determine if the OSS is functioning properly.		81 82
		Seller shall deliver to Buyer the maintenance records, if available, of the OSS serving the Property within _____ days (10 days if not filled in) of mutual acceptance.		83 84 85
<input type="checkbox"/>	<input type="checkbox"/>	iv. <b>Water Quality.</b> Water quality and/or purity tests showing water meets the approval standards of the Department of Ecology and the standards of the governing county. Water quality tests to be performed by a qualified professional.	_____ days	86 87 88 89
		Water quality and/or purity tests <input type="checkbox"/> shall; <input type="checkbox"/> shall not be submitted to a private lab for further evaluation.		90 91

**LAND AND ACREAGE ADDENDUM**

*Continued*

- v. Water Quantity.** Water quantity tests (4 hour draw down test or other test selected by Buyer) showing a sustained flow of \_\_\_\_\_ g. p. m., which Buyer agrees will be adequate to reasonably meet Buyer's needs. Water quantity test to be performed by a qualified professional. \_\_\_\_\_ days 92-96
- vi. Timber.** Timber cruise conducted by a qualified forest products expert of Buyer's choice, with results of the cruise to be satisfactory to Buyer in Buyer's sole discretion. \_\_\_\_\_ days 97-99

**3. ADDITIONAL PROVISIONS (check as applicable)** 100

**Feasibility Study.** If this box is checked, this paragraph supersedes and replaces the Feasibility Contingency set forth in Specific Term 15 and General Term "v" of Form 25 (Vacant Land Purchase and Sale Agreement). Completion of a feasibility study and determination, in Buyer's sole discretion, that the Property and any matters affecting the Property including, without limitation, the condition of any improvements to the Property, the condition and capacity of irrigation pumps, system and wells, the adequacy of water rights for the Property, the licensure of wells, permitted or certificated water rights for the Property, the location and size of any critical area on the Property, the number and location of approved road approaches from public roads, and the presence of recorded access easements to the Property, are suitable for Buyer's intended use(s), and that it is feasible and advantageous for Buyer to acquire the Property in accordance with the Agreement. In performing any investigations, Buyer shall not interfere with any existing tenants' operations on the Property. 101-110

This feasibility study contingency shall conclusively be deemed waived unless within \_\_\_\_\_ (20 days if not filled in) after mutual acceptance, Buyer gives notice disapproving the feasibility study. If Buyer timely disapproves the feasibility study and terminates the Agreement, the Earnest Money shall be refunded to Buyer. 111-113

**Irrigation and Water.** Seller represents that there are \_\_\_\_\_ shares of \_\_\_\_\_ irrigation/frost water rights applicable to the Property, all of which will be transferred to Buyer at Closing. The parties acknowledge that water rights do not automatically transfer with title to the Property and the parties should consult with an attorney to facilitate the transfer of any water rights. 114-117

**Assignment and Assumption.** At Closing, Seller will assign, transfer, and convey all of its right, title and interest in, to and under any lease of the Property and will represent and warrant to Buyer that, as of the Closing Date, there are no defaults under the leases and no condition exists or event has occurred or failed to occur that with or without notice and the passage of time could ripen into such a default. At Closing, Buyer will agree to defend, indemnify and hold Seller harmless from and against any obligation under the leases to the extent delegated to and assumed by Buyer hereunder. 118-123

**Attorney Review.** This Agreement is conditioned on review and approval by the parties' attorneys on or before \_\_\_\_\_. A party shall conclusively be deemed to have waived this contingency unless notice in conformance with this Agreement is provided to the other party by the foregoing date. 124-126

**Accessories.** The indicated accessories are items included in addition to those stated in Specific Term 5 of the Agreement:  portable buildings;  sheds and other outbuildings;  game feeders;  livestock feeders and troughs;  irrigation equipment;  fuel tanks;  submersible pumps;  pressure tanks;  corrals and pens;  gates and fences;  chutes;  other: \_\_\_\_\_ . 127-130

The value assigned to the personal property included in the sale shall be \$ \_\_\_\_\_. Seller warrants title to, but not the condition of, the personal property and shall convey it by bill of sale. 131-132

**CRP Program.** Buyer must assume all Conservation Reserve Program ("CRP"), Wetland Restoration Program ("WRP"), or similar program contracts and agree to continue them through the expiration date of each such contract. All documentation for the assumption shall be completed prior to the Closing Date and must be approved by the USDA or applicable government agency prior to Closing. Any applicable program payments shall be prorated as of Closing. 133-137

Seller shall deliver to Buyer all documents related to such programs within \_\_\_\_\_ (10 days if not filled in) after mutual acceptance. This Agreement is conditioned on Buyer's approval of the program documents. This contingency shall be deemed waived unless Buyer gives notice of disapproval within \_\_\_\_\_ days (5 days if not filled in) after receipt of the program documents. If Buyer gives timely notice of disapproval, the Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 138-142

**LAND AND ACREAGE ADDENDUM**

*Continued*

**Crops/Land Lease Review Contingency.** Seller shall make available to Buyer, as soon as practical, but no later than \_\_\_\_\_ days (10 days if not filled in) after mutual acceptance, all documents in Seller's possession or control relating to any crop or land lease for the Property.

Buyer shall determine, in Buyer's sole discretion, whether Buyer wishes and is able to assume all of the foregoing leases, contracts, and agreements which have terms extending beyond Closing. If Buyer does not give notice of disapproval within \_\_\_\_\_ days (10 days if not filled in) of receipt of the above documents or the date that the above documents are due (whichever is earlier), then this lease review contingency shall conclusively be deemed satisfied (waived). If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

Buyer shall be solely responsible for obtaining any required consents to assume any leases, contracts, and agreements. Seller shall transfer all of Seller's right, title and interest in and to the leases, contracts and agreements by assignment and Buyer shall assume performance of all obligations upon Closing. The parties should consult with an attorney to facilitate the transfer of any such leases, contracts, and agreements.

**4. DOCUMENT REVIEW PERIOD.** If this box is checked, Seller shall deliver to Buyer a copy of the following documents within \_\_\_\_\_ (20 days if not filled in) of mutual acceptance:

\_\_\_\_\_  
\_\_\_\_\_ .

If Buyer, in Buyer's sole discretion, does not give notice of disapproval within \_\_\_\_\_ days (15 days if not filled in) of receipt of the above documents or the date that the above documents are due, then this document review period shall conclusively be deemed satisfied (waived). If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

**5. ADDITIONAL INSPECTIONS.** If this box is checked and if a qualified professional performing any inspection of the Property recommends further evaluation of the Property, Buyer shall have an additional \_\_\_\_\_ (10 days if not filled in) to obtain the additional inspection at Buyer's option and expense. On or before the end of the applicable contingency period, Buyer shall provide a copy of the qualified professional's recommendation and notice that Buyer will seek additional inspections. If Buyer gives timely notice of additional inspections, the applicable contingency period shall be replaced by the additional period specified above. The time for conducting the additional inspections shall commence on the day after Buyer gives notices under this paragraph, and shall be determined as set forth in the Computation of Time paragraph of the Agreement.

**6. TAX DESIGNATION.**

**a. Classification of Property.** Seller represents that the Property is classified as  open space  farm and agricultural  timberland under Chapter 84.34 RCW.

**b. Removal from Classification.** Buyer shall not file a notice of classification continuance at the time of Closing and the Property shall be removed from its classification. All additional taxes, applicable interest, and penalties assessed by the county assessor when the Property is removed from its classification shall be paid by  Seller  Buyer  both Seller and Buyer in equal shares (Seller if no box is checked).

**c. Notice of Classification Continuance.** In order to retain this classification, Buyer shall execute a notice of classification continuance at or before the time of Closing. Seller and Buyer shall timely complete all documents necessary to continue the classification. The notice of classification continuance shall be attached to the real estate excise tax affidavit. Buyer acknowledges that if Buyer fails to execute a notice of classification continuance, the county assessor must reassess the Property's taxable value and retroactively impose additional taxes, applicable interest, and penalties, which Buyer shall pay.

**AGENCY DISCLOSURE  
MULTIPLE BROKERS**

The following is part of the Purchase and Sale Agreement dated May 19, 2026 1  
between City of Goldendale (“Buyer”) 2  
Buyer Buyer  
and Western Pacific Timber LLC (“Seller”) 3  
Seller Seller  
concerning Goldendale WA (the “Property”). 4  
Address City State Zip

This form is for use when more than one broker represents one or both of the parties. The Agency Disclosure on page 5  
one of the Agreement is modified to include the following additional disclosure: 6

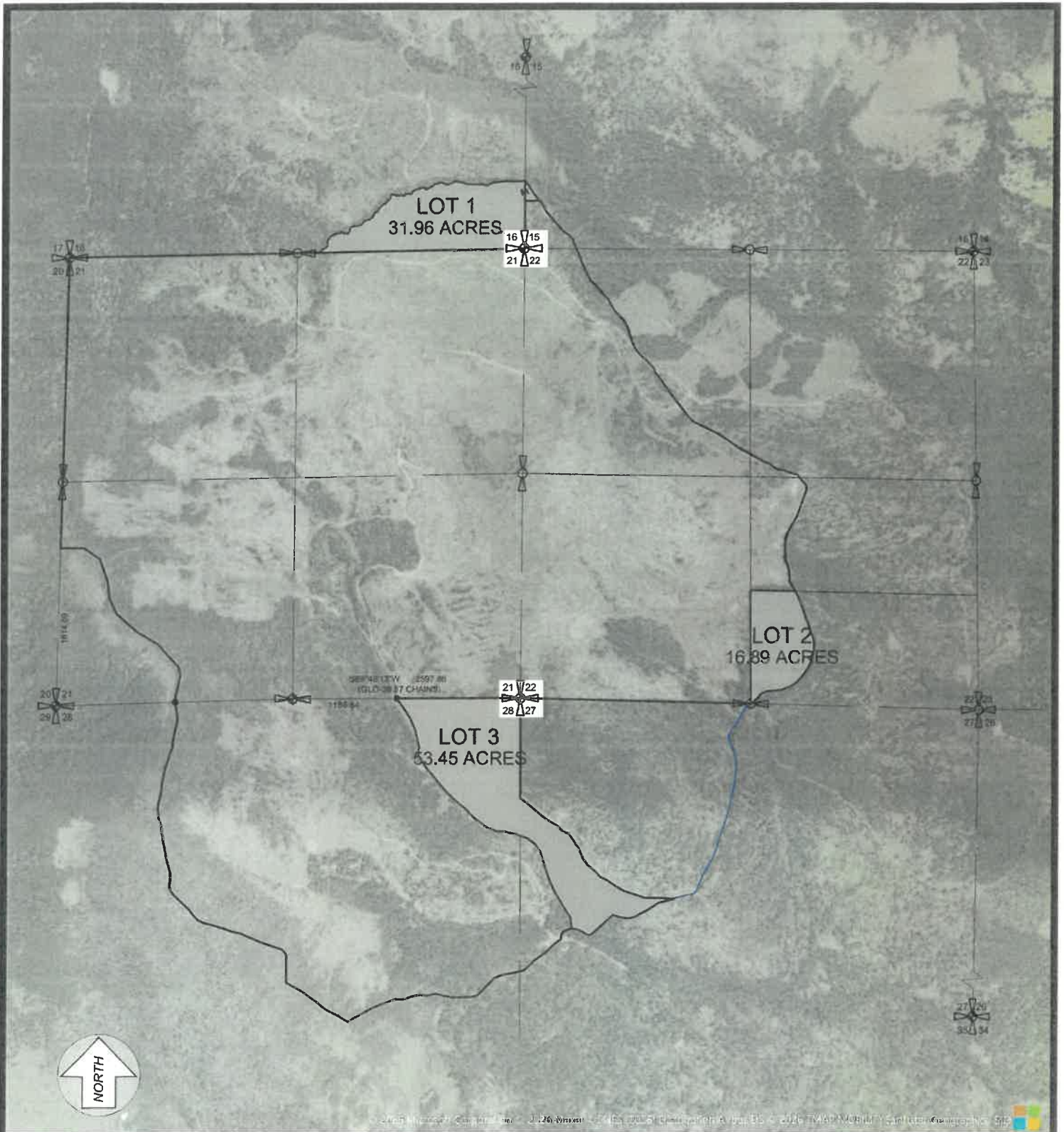
**Additional Buyer Broker(s):** 7

_____ Buyer Brokerage Firm	_____ MLS Office No.	Buyer represented by:	8
_____ Buyer Broker (Print)	_____ MLS LAG No.	<input type="checkbox"/> Buyer Broker	9
_____ Buyer Broker DOL License No.	_____ Firm DOL License No.	<input type="checkbox"/> Buyer Broker/Listing Broker (limited dual agent)	10
_____ Buyer Brokerage Firm	_____ MLS Office No.	Buyer represented by:	12
_____ Buyer Broker (Print)	_____ MLS LAG No.	<input type="checkbox"/> Buyer Broker	13
_____ Buyer Broker DOL License No.	_____ Firm DOL License No.	<input type="checkbox"/> Buyer Broker/Listing Broker (limited dual agent)	14

**Additional Listing Broker(s):** 16

<b>Keller Williams Western Realty</b> Listing Brokerage Firm	<b>9978</b> MLS Office No.	Seller represented by:	17
<b>Ben Kinney</b> Listing Broker (Print)	<b>43631</b> MLS LAG No.	<input checked="" type="checkbox"/> Listing Broker	18
<b>24329</b> Listing Broker DOL License No.	<b>2129</b> Firm DOL License No.	<input type="checkbox"/> Listing Broker/Buyer Broker (limited dual agent)	19
_____ Listing Brokerage Firm	_____ MLS Office No.	Seller represented by:	21
_____ Listing Broker (Print)	_____ MLS LAG No.	<input type="checkbox"/> Listing Broker	22
_____ Listing Broker DOL License No.	_____ Firm DOL License No.	<input type="checkbox"/> Listing Broker/Buyer Broker (limited dual agent)	23

\_\_\_\_\_  
Buyer's Initials      Date      Buyer's Initials      Date      Seller's Initials      Date      Seller's Initials      Date



**Pioneer Surveying & Engineering, Inc.**

Civil Engineering and Land Planning  
 125 Simcoe Drive Goldendale, Washington 98620  
 Phone (509) 773-4945, Fax (509) 773-5888,  
 E-Mail pse@pioneersurveying.com, Job No.2026-901

WPT/CITY OF GOLDENDALE EXHIBIT

DWG: 2026-901

## **South Lot**

Beginning at the Section Corner common to Sections 21, 22, 27 and 28 in Township 6 North Range 16 East of the Willamette Meridian, said corner being a 3.25 inch Aluminum Cap, PLS No. 37548 situated in Klickitat County, State of Washington, Thence, S 00° 00' 00" W 1149.60 feet along the east line of said section 28; Thence, S 52° 37' 23" E 98.17 feet; Thence, S 49° 07' 14" E 148.25 feet; Thence, S 50° 35' 20" E 138.86 feet; Thence, S 60° 03' 41" E 141.23 feet; Thence, S 43° 51' 26" E 96.40 feet; Thence, S 71° 11' 38" E 69.67 feet; Thence, S 33° 06' 12" E 209.82 feet; Thence, S 23° 00' 40" E 127.86 feet; Thence, S 36° 05' 42" E 85.45 feet; Thence, S 49° 09' 30" E 100.85 feet; Thence, S 40° 37' 44" E 95.95 feet; Thence, S 65° 32' 11" E 87.84 feet; Thence, S 55° 42' 30" E 133.26 feet; Thence, S 59° 41' 47" E 91.31 feet; Thence, S 71° 16' 13" E 249.64 feet; Thence, S 88° 35' 23" E 70.43 feet; Thence, S 89° 36' 16" E 136.75 feet ; Thence, S 83° 56' 04" E 126.85 feet; Thence, S 76° 30' 57" W; 170.22 feet; Thence, S 57° 34' 26" W 166.16 feet; Thence, S 61° 33' 49" W 149.36 feet to the beginning of a curve, concave southeasterly with a radius of 175.05 feet, the long chord which bears South 81° 33' 08" West 119.67 feet; Thence along said curve an arc distance of 122.14 feet; Thence, N 78° 32' 22" W 63.99 feet; Thence, N 74° 47' 03" W 77.35 feet; Thence, S 47° 43' 38" W 330.09 feet to the beginning of a curve, concave southeasterly with a radius of 40.01 feet, whose long chord bears South 87° 21' 44" West 42.44 feet; Thence along said curve an arc distance of 44.74 feet; Thence, N 60° 36' 18" W 117.73 feet; Thence, N 80° 17' 44" W 72.49 feet; Thence, N 07° 40' 12" W 127.56 feet; Thence, N 31° 31' 36" W 376.62 feet; Thence, N 21° 19' 15" W 196.86 feet; Thence, N 16° 58' 17" W 271.42 feet; Thence, N 36° 09' 32" W 102.03 feet; Thence, N 52° 24' 42" W 101.46 feet; Thence, N 67° 42' 35" W 92.86 feet to the east line of said section 28; Thence continuing, N 67° 42' 35" W 46.09 feet; Thence, N 77° 25' 44" W 154.56 feet; Thence, S 89° 51' 52" W 73.74 feet; Thence, N 67° 40' 18" W 124.77 feet; Thence, N 52° 34' 22" W 186.68 feet; Thence, N 43° 21' 15" W 119.66 feet; Thence, N 50° 18' 03" W 99.88 feet; Thence, N 48° 19' 54" W 181.92 feet; Thence, N 36° 38' 42" W 23.84 feet; Thence, N 40° 20' 49" W 371.99 feet; Thence, N 33° 00' 19" W 156.90 feet; Thence, N 00° 01' 54" E 68.96 feet; Thence, N 28° 14' 24" E 22.40 feet; Thence, N 12° 37' 12" W 204.31 feet; Thence, N 23° 29' 38" W 147.46 feet; Thence, N 31° 17' 40" W 70.68 feet; Thence, N 33° 59' 51" W 178.78 feet; Thence, N 30° 25' 30" W 30.01 feet to the North line of said section 28; Thence N 89° 48' 13" E a distance of 1411.01 feet to the True Point of Beginning Containing 53.45 acres more or less

### **East Parcel**

Commencing at the Section Corner common to Sections 21, 22, 27 and 28 in Township 6 North Range 16 East of the Willamette Meridian, said corner being a 3.25 inch Aluminum Cap, PLS No. 37548 situated in Klickitat County, State of Washington Thence South 88° 32' 51" East 2617.39 feet to the calculated South Quarter corner of said section 22 and the True point of Beginning; Thence, N 00° 15' 47" W 1302.61 feet along the center of section line of said section 22 to the northwest corner of the South Half of the Southeast quarter of said section 22; Thence, S 88° 49' 02" E 517.14 feet along the North line of said south half of the Southeast Quarter to the east edge of a road; Thence the following bearings and distances along the Eastern and Southern edge of said road beginning on a curve, concave Northeasterly Said curve having a radius of 1539.38 feet, whose long chord bears South 23° 24' 05" East 193.99 feet; Thence along said curve an arc distance of 194.11 feet; Thence, S 19° 09' 14" E 356.65 feet; Thence, S 14° 41' 53" E 57.86 feet; Thence, S 07° 27' 16" E 55.56 feet to the beginning of a curve, concave Southeasterly with a radius of 656.97 feet whose long chord bears South 18° 07' 46" East 323.26 feet; Thence along said curve an arc distance of 326.62 feet; Thence, S 40° 59' 24" W 140.64 feet to the beginning of a curve, concave Southeasterly with a radius of 462.65 feet, whose long chord bears South 69° 15' 32" West 296.87 feet; Thence along said curve an arc distance of 302.22 feet; Thence, S 86° 02' 34" W 66.51 feet; Thence, S 69° 09' 32" W 68.25 feet; Thence, S 42° 00' 09" W 84.91 feet; Thence S 51° 26' 23" W 88.97 feet True Point of Beginning Containing 16.89 Acres more or less.

### Creek Lot Legal

Beginning at the Section Corner common to sections 15,16,21 and 22, said corner being a Department of Natural Resources Brass Cap, in Township 6 North Range 16 East of the Willamette Meridian, Situated in Klickitat County, State of Washington; Thence, S 88° 49' 39" W 2328.33 feet along the south line of said section 16 to the Centerline of a creek flowing northeasterly; Thence along said creek the following bearings and distances.

N 24° 40' 07" E 40.61 feet; Thence, N 67° 41' 34" E 35.75 feet; Thence, N 49° 11' 31" E 36.05 feet; Thence, N 01° 23' 00" W 63.35 feet; Thence, N 38° 59' 47" E 65.93 feet; Thence, N 64° 14' 29" E 65.84 feet; Thence, N 85° 58' 28" E 39.51 feet; Thence, N 20° 40' 08" E 22.98 feet; Thence, S 58° 32' 10" E 46.89 feet; Thence, N 87° 23' 09" E 50.20 feet; Thence, N 18° 41' 22" E 77.46 feet; Thence, N 79° 30' 32" E 78.71 feet; Thence, N 74° 18' 42" E 45.39 feet; Thence, N 28° 32' 16" E 40.18 feet; Thence, N 60° 07' 53" E 22.57 feet; Thence, N 74° 52' 34" E 56.36 feet; Thence, N 56° 46' 23" E 38.27 feet; Thence, N 23° 23' 42" E 57.48 feet; Thence, N 65° 27' 32" E 42.21 feet; Thence, N 15° 28' 19" E 27.50 feet; Thence, N 45° 17' 52" E 80.54 feet; Thence, S 86° 07' 42" E 15.33 feet; Thence, N 26° 28' 42" E 22.60 feet; Thence, N 49° 59' 07" E 59.08 feet; Thence, N 19° 41' 17" E 63.18 feet; Thence, S 70° 26' 23" E 49.98 feet; Thence, S 79° 20' 05" E 26.03 feet; Thence, N 79° 09' 25" E 44.37 feet; Thence, S 69° 25' 23" E 26.23 feet; Thence, N 29° 43' 20" E 29.80 feet; Thence, S 85° 09' 08" E 59.41 feet; Thence, N 72° 09' 45" E 22.38 feet; Thence, N 14° 27' 48" E 28.08 feet; Thence, N 65° 45' 40" E 65.02 feet; Thence, N 77° 56' 07" E 79.22 feet; Thence, S 30° 35' 38" E 24.71 feet; Thence, N 67° 42' 56" E 53.73 feet; Thence, N 67° 47' 31" E 35.46 feet; Thence, N 27° 26' 09" E 26.52 feet; Thence, N 75° 57' 04" E 86.88 feet; Thence, S 68° 45' 45" E 68.99 feet; Thence, N 73° 52' 20" E 62.90 feet; Thence, N 56° 37' 43" E 38.35 feet; Thence, S 80° 57' 42" E 91.07 feet; Thence, S 64° 20' 50" E 45.54 feet; Thence, S 88° 51' 29" E 187.34 feet; Thence, S 78° 13' 18" E 56.13 feet; Thence, N 60° 40' 58" E 65.73 feet; Thence, N 84° 04' 16" E 170.15 feet; Thence, S 84° 50' 31" E 52.59 feet; Thence, N 87° 54' 51" E 90.80 feet; Thence, N 78° 51' 31" E 56.62 feet to the East line of said section 16; Thence S 34° 22' 01" E 281.73 feet; Thence S 89° 22' 51" W 159.62 feet to the East line of said Section 16; Thence S 00° 08' 34" W 546.22 feet to the true Point of Beginning Containing 31.96 Acres more or less.