CLARK-COWLITZ FIRE RESCUE
RESOLUTION NO. 241107-2

A RESOLUTION AUTHORIZING THE PURCHASE OF REAL PROPERTY, AUTHORIZING EXECUTION OF DOCUMENTS, AND AUTHORIZING EXPENSE REIMBURSEMENT

WHEREAS, The Board of Fire Commissioners of Clark-Cowlitz Fire Rescue has determined that it is in the best interest of the District that additional real property be acquired by the District for a public purpose; and

WHEREAS, the District, as a municipal corporation of the State of Washington, is authorized to acquire and own real property pursuant to RCW 52.12.011 and .012; and

WHEREAS, PeaceHealth (Seller) owns a property suitable to the needs of the District as described in the Purchase and Sale Agreement signed by Chief John Nohr with approval of the Board on July 11, 2024 attached hereto as *Exhibit A Agreement*; and

WHEREAS, the Board of Commissioners expects to reimburse the real property purchase expenditures with the proceeds of a future LTGO Bond or other financing.

NOW THEREFORE, be it resolved by the Board of Commissioners of Clark-Cowlitz Fire Rescue as follows:

1. The Board ratifies and authorizes the purchase of real property as set forth in the Agreement.
2. Fire Chief John Nohr is authorized to execute all other necessary documents to complete the closing of the purchase of the Property from the Seller.
3. The Board further authorizes the reimbursement of the purchase price and associated expenditures to the District general operating fund from a future LTGO Bond or other financing arrangements.

ADOPTED by the Clark-Cowlitz Fire Rescue Board of Fire Commissioners at a regular meeting of said Board on the 7th day of November 2024, the following Commissioners being present and voting.

Commissioner Stanley Chunn – Chair	**Commissioner David Town – Vice Chair**
Commissioner Larry Bartel	**Commissioner Ken Ayers**
Commissioner Jade Bourke	**Attest: District Secretary**

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EXHIBIT A

PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is made between PeaceHealth and / or assigns ("Seller") and Clark-Cowlitz Fire Rescue ("Purchaser"), each a "Party" and together the "Parties" to this Agreement**.**

1. **AGREEMENT TO PURCHASE PROPERTY**. Seller agrees to sell to Purchaser the real property described as follows: 2.00 acres +/- of land formed by extending the common boundary formed by the land described in 1.1 and 1.2 below, directly to the west, maintaining the same angle of the southernmost boundary of the parcels described in 1.1., below:

1.1 The western boundaries of Clark County Assessor's Property Identification Numbers 214053010 and 214053005 (combined to be commonly known as 911 N 65th Ave., Ridgefield, WA 98642), owned by Clark-Cowlitz Fire Rescue; and,

1.2 The portion of Clark County Assessor's Property Identification Number 214053000 that borders the above said boundaries, (having no commonly known situs address), owned by PeaceHealth all in Ridgefield, WA (and as otherwise specifically set forth in this Agreement) as further described on Schedule 1 attached hereto, (the "Property") and Purchaser agrees to buy the Property from Seller and on the terms and conditions described herein. The "Effective Date" of this Agreement shall be the later of the two dates set forth next to the Parties' signatures at the end of this Agreement.

Further, Purchaser, at its sole expense and direction, shall complete a lot line adjustment application, including any survey required and complying with all other requirements of such application, with the governing authority having jurisdiction over such matters, to create a legal tax parcel or parcels (or to adjust its currently owned tax parcel(s)) to incorporate the Property into their currently owned tax parcels.

2. **PURCHASE PRICE AND TERMS**. The "Purchase Price" for the Property shall be FIVE HUNDRED FIFTEEN THOUSAND FIVE HUNDRED DOLLARS PER ACRE ($515,500), payable in U.S. dollars as follows:

2.1 Deposit. Within two (2) business days of the Effective Date, Purchaser will deposit TWENTY FIVE THOUSAND AND 00/100 DOLLARS ($25,000.00) (the "Deposit") with the Deposit Holder designated in Section 3.1 herein. The Deposit will be fully refundable to Purchaser up until the completion of the property Due Diligence Period which shall be 60 calendar days from a fully executed Purchase & Sale agreement, at which time it shall be converted to cash and become non-refundable. After the Review Period the Deposit shall be non-refundable; provided, however, the Deposit shall be credited to Purchaser at Closing and applied against the balance of the Purchase Price in the event the transaction set forth herein closes.

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2.2 Balance of Purchase Price. The balance of the Purchase Price shall be paid by Purchaser to the Deposit Holder as identified in Section 3.1 below by wire transfer of immediately available funds at Closing.

3. **DEPOSIT**.

3.1 Deposit Holder. Deposit shall be opened at, and the Deposit deposited with, Yvonne Inserra at First American Title Company, 200 SW Market Street, Suite 250, Portland, Oregon 97201 ("Deposit Holder").

3.2 Closing. This transaction shall close on or before the date that is 60 calendar days from a fully executed Purchase & Sale Document plus 30 calendar days from the completion of the Due Diligence Period (the "Closing Date"). Purchaser shall be entitled to possession of the Property on the Closing Date.

4. **TITLE**.

4.1 Preliminary Title Commitment. Seller, at Seller's expense, shall cause the Deposit Holder to issue to Purchaser its preliminary title commitment on the Property (the "Preliminary Commitment").

4.2 Title Insurance Policy. At Closing, Deposit Holder shall deliver to Purchaser an ALTA standard coverage owner's policy of title insurance with liability in the amount of the Purchase Price insuring fee title in Purchaser subject only to the Permitted Exceptions. Seller shall pay the premium for standard coverage and Purchaser shall pay for the increase in premium for an ALTA extended form policy, as well as satisfy any other requirements the Deposit Holder may have for issuing the ALTA extended coverage title policy other than Seller shall provide the Deposit Holder with the standard owner's affidavit and indemnity regarding parties in possession and materialmen's and mechanics' liens.

5. **CONTINGENCIES**. Purchaser shall have (60) days following the Effective Date (the "Review Period") to satisfy itself, in its sole discretion, to examine, inspect, and investigate any and all aspects of the Property, including without limitation, the Property related documents (defined below), the physical condition of the Property, the status of any existing or proposed developmental entitlements, approvals, waivers and permits related to the Property, and, in Purchaser's sole and absolute judgment and discretion, determine whether the Property is acceptable to Purchaser, and suitable for Purchaser's intended use of the Property. In no event shall Purchaser be allowed to undertake any environmental assessment activities on the Property including but not limited to, taking borings, soil samples, water samples, etc. or conducting another "Phase I" or a "Phase II," without first obtaining the prior written consent of Seller. Should Purchaser not be satisfied for any reason whatsoever, in Purchaser's sole and absolute judgment and discretion, Purchaser may terminate this Agreement by written notice given no later than the expiration of the Review Period, receive a full refund of the Deposit, and neither Party shall have any further obligations to the other hereunder.

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5.1 Investigation Documents. Seller shall deliver or cause to be delivered to Purchaser copies of any documentation in connection with the environmental condition of the property, title reports, surveys, plans and specifications, engineering reports, construction, roof, equipment and other warranties or other material relating to the Property that are in Seller's actual possession and not already provided to Purchaser by Seller.

5.2 Purchaser's Access to Property. All activities of Purchaser with respect to the Property shall be performed by Purchaser in a lawful manner, lien free and at Purchaser's sole expense, without reimbursement by Seller whether or not contingencies are removed or this transaction closes. Purchaser shall promptly restore any damage or disturbance to the Property related to Purchaser's entry thereon, and shall indemnify and hold Seller and Seller's agents, employees, officers, and contractors harmless from any claims, liens, causes of action, or obligations by persons or entities not a party to this Agreement which arise out of or are in any way related to Purchaser's activities at the Property before Closing, including without limitation Seller's costs, expenses and reasonable attorney's fees incurred in connection with defending against such claims, liens, causes of actions or obligations. Notwithstanding the foregoing, Purchaser will not have liability to Seller with respect to any claims resulting from the negligence or willful misconduct of Seller or anyone acting at Seller's direction or any pre-existing conditions, including hazardous materials located on the Property, that are revealed by Purchaser's inspections, assessments or studies of the Property. This indemnification shall survive the termination of this Agreement.

5.3 No Warranty. Seller is not warranting and shall not be responsible for the accuracy, completeness, methodology, fitness or usability of any report or study or information provided to Purchaser by or for Seller pursuant to this Agreement. Purchaser accepts all risk of use of such materials and shall confirm for itself from sources independent of Seller any and all information, results and conclusions related to or arising out of such materials that Purchaser deems material.

5.4 Confidentiality. Purchaser shall respect, maintain and observe the confidential nature of this transaction and any environmental and other reports and information supplied by Seller concerning the Property and if this transaction does not close, Purchaser shall, at Seller's option either return or destroy such written reports, including any copies thereof, to Seller. Seller recognizes that Purchaser is subject to the Washington State Public Records Act. If Purchaser receives a request under chapter 42.56 RCW to inspect or copy records relating to this transaction, Purchaser's sole obligation shall be to notify Seller of the request and the date that such records will be released. Seller shall have the option of obtaining a court order to enjoin disclosure pursuant to RCW 42.56.540. Purchaser shall not be liable to Seller for releasing any records in compliance with this provision.

5.5 Cancellation Expenses. If the Deposit established pursuant to this Agreement terminates because of the non-satisfaction of any condition or the default of the Purchaser under this Agreement, any cancellation charges the Deposit Holder requires to be paid shall be paid by

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the Purchaser. If the Deposit terminates because of the Seller's default any cancellation charges the Deposit Holder requires to be paid shall be paid by Seller.

6. **DELIVERIES TO DEPOSIT HOLDER**.

6.1 By Seller. On or before the Closing Date, the Seller shall deliver each of the following in Deposit to the Deposit Holder:

6.1.1 Deed. A statutory warranty deed; duly executed and acknowledged in recordable form by Seller, conveying fee title to the Property to Purchaser subject only to the lien of the real estate taxes for the current year not yet due and payable, the Permitted Exceptions and other matters that may be approved in writing by Purchaser.

6.1.2 Non-foreign Certification. Seller is not a foreign person and is a "United States Person" as such term is defined in Section 7701 (a) of the Internal Revenue Code of 1986, as amended and shall deliver to Purchaser prior to the Closing Date an affidavit, as set forth in **Exhibit A,** evidencing such fact, and such other document as may be required under the Code.

6.1.3 Proof of Authority. Such proof of Seller's authority and authorization to enter into this Agreement and consummate the transaction contemplated by it, and such proof of the power and authority of the persons executing and/or delivering any instrument, documents, or certificates on behalf of Seller to act for and bind Seller, as may be reasonably required by the Deposit Holder and/or Purchaser.

6.2 By Purchaser. On or before the Closing Date Purchaser will deliver each of the following in Deposit to the Deposit Holder:

6.2.1 Purchase Price. The Purchase Price in accordance with Section 2 above.

6.2.2 Proof of Authority. Such proof of Purchaser's authority and authorization to enter into this Agreement and consummate the transaction contemplated by it, and such proof of the power and authority of the persons executing and/or delivering any instrument, documents, or certificates on behalf of Purchaser to act for and bind Purchaser, as may be reasonably required by the Deposit Holder and/or Seller.

6.2.3 Lot Line Adjustment. Purchaser shall provide proof of an accepted Lot Line Adjustment application, conditioned only on the completion of the transaction contemplated herein.

6.3 Further Assurances. The Parties agree that all documents shall be in form and substance reasonably acceptable to Seller and Purchaser and necessary to carry out the intent of the Parties. The Parties further agree to execute such other documents and instruments not listed

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above as may be reasonably necessary to carry out the intent hereof as determined by the other party or the Deposit Holder.

7. **CLOSING COSTS**. Seller shall pay the excise transfer tax and the premium for the standard coverage portion of the title insurance policy required by this Agreement, provided that the transaction closes. Purchaser shall pay all recording fees for the deed and the additional premium for extended or additional coverage endorsements to the owner title insurance policy, if required by Purchaser. Purchaser and Seller shall each pay its own legal and professional fees of other consultants incurred by Purchaser and Seller, respectively. The Parties hereby agree to pay any state, county or city documentary transfer tax as is consistent with local practice. All other costs, fees or charges of the Deposit Holder, including but not limited to Deposit, Closing and wire transfer fees, shall be paid pursuant to customary closings in Clark County, Washington

8. **PRORATIONS**. Taxes, utilities and other charges or collected income shall be prorated as of the Closing Date. Such prorations shall be made on the basis of a 365-day year, as of 12:01 a.m. local time on the Closing Date at the place of Closing. If the exact amount of taxes, assessments or other prorations are not known at the time of closing, they shall be estimated on the basis of the previous year, but the amount owed by Seller and Purchaser shall be readjusted as soon as the amounts of such taxes, assessments or other amounts are known, and thereafter the party receiving the benefit of any erroneous proration shall, upon receipt of the appropriate evidence from the other party, promptly remit its pro rata share to the other party. The provisions of this Section 8 shall survive closing.

9. DISCLAIMER OF WARRANTIES AND WAIVER OF CLAIMS.

9.1 SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO, AND SHALL HAVE NO LIABILITY FOR: (1) THE CONDITION OF THE PROPERTY OR ANY BUILDING, STRUCTURE, OR IMPROVEMENTS THEREON OR THE SUITABILITY, HABITABILITY, MERCHANTABILITY OR FITNESS OF THE PROPERTY FOR PURCHASER'S INTENDED USE OR FOR ANY USE WHATSOEVER; (2) COMPLIANCE WITH ANY BUILDING, ZONING OR FIRE LAWS OR REGULATIONS OR WITH RESPECT TO THE EXISTENCE OF OR COMPLIANCE WITH ANY REQUIRED PERMITS, IF ANY, OF ANY GOVERNMENTAL AGENCY; (3) THE AVAILABILITY OR ADEQUACY OF ANY WATER, SEWER, OR UTILITY RIGHTS; (4) THE PRESENCE OF ANY HAZARDOUS SUBSTANCES IN ANY IMPROVEMENTS ON THE PROPERTY, INCLUDING WITHOUT LIMITATION ASBESTOS OR UREA FORMALDEHYDE, OR THE PRESENCE OF ANY ENVIRONMENTALLY HAZARDOUS WASTES OR MATERIALS ON OR UNDER THE PROPERTY; (5) THE PRESENCE OF ANY UNDERGROUND STORAGE TANKS UNDER THE PROPERTY; (6) THE ACCURACY OR COMPLETENESS OF ANY PLANS AND SPECIFICATIONS, REPORTS, OR

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OTHER MATERIALS PROVIDED TO PURCHASER; OR (7) ANY OTHER MATTER RELATING TO THE CONDITION OF THE PROPERTY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER SHALL HAVE NO LIABILITY TO PURCHASER WITH RESPECT TO THE CONDITION OF THE PROPERTY UNDER COMMON LAW, OR UNDER ANY FEDERAL, STATE OR LOCAL LAW OR REGULATION, INCLUDING, BUT NOT LIMITED TO, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980 AS AMENDED, 42 U.S.C. SECTIONS 9601 ET SEQ.

9.2 PURCHASER HEREBY WAIVES ANY AND ALL CLAIMS WHICH PURCHASER HAS OR MAY HAVE AGAINST SELLER WITH RESPECT TO THE CONDITION OF THE PROPERTY. WAIVER OF ANY INSPECTION PERIOD CONTINGENCY SET FORTH IN THE AGREEMENT OR IF THERE IS NO INSPECTION CONTINGENCY, PURCHASER'S EXECUTION OF THE AGREEMENT, SHALL CONSTITUTE PURCHASER'S ACKNOWLEDGMENT TO SELLER THAT PURCHASER HAS FULLY INSPECTED THE PROPERTY AND PURCHASER ASSUMES THE RESPONSIBILITY AND RISKS OF ALL DEFECTS AND CONDITIONS, INCLUDING SUCH DEFECTS AND CONDITIONS, IF ANY, THAT CANNOT BE OBSERVED BY CASUAL INSPECTION. SELLER AND PURCHASER ACKNOWLEDGE THAT THIS DISCLAIMER HAS BEEN SPECIFICALLY NEGOTIATED.

9.3 IN NO EVENT WILL EITHER SELLER OR PURCHASER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES EVEN IF FORESEEABLE. EACH PARTY'S LIABLITY FOR DIRECT DAMAGES WILL NOT EXCEED $50,000.00.

SELLER'S INITIALS:_____ PURCHASER'S INITIALS: DS JN

10. **DAMAGE OR DESTRUCTION; CONDEMNATION**. Seller shall promptly notify Purchaser of any condemnation or eminent domain proceeding that affects the Property. In the event of any condemnation or eminent domain proceeding, or a deed in lieu or under threat thereof, which affects all or a material portion of the Property, Purchaser may elect either to terminate this Agreement, or to purchase the Property in the condition existing on the Closing Date without adjustment of the Purchase Price, and any award in condemnation will be assigned to Purchaser at Closing.

11. **BROKER**. At the close of the escrow, the Seller shall pay from funds accruing to the Seller through escrow any brokerage commission and fees owed to: i) the brokerage firm of Cushman & Wakefield (Jason de Vries & Mark Carnese), in connection with the transaction contemplated by this Agreement, as Seller's broker pursuant to their Agreement For Real Estate Services; and, ii) Fuller Group Commercial Real Estate Services (Scott Higgins) an amount equal to three percent

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(3%) of the Purchase Price, as Buyer's broker. The Seller and Purchaser represent and warrant to the other, that no other agent, broker or finder has been engaged by it, respectively, in connection with any of the transactions contemplated by this Agreement, or to its knowledge is in any way connected with any of such transactions. In the event of any claims for additional agents', brokers' or finders' fees or commissions in connection with the negotiation, execution, or consummation of this Agreement, then the Purchaser and Seller shall each indemnify, hold harmless, and defend the other party from and against such claims if they shall be based on any statement, representation or agreement made by the indemnifying party.

12. **DEFAULT; REMEDIES**.

12.1 Default By Seller. In the event that the transaction fails to close on account of Seller's fault or Seller's inability to close, Purchaser's sole and exclusive remedies shall be the return of the Deposit or to commence an action for specific performance.

12.2 Default By Purchaser. In the event the consummation of the transaction contemplated herein do not occur by reason of any default by the Purchaser, the Purchaser and Seller agree that it would be impractical and extremely difficult to estimate the damages that the Seller may suffer. Therefore, Purchaser and Seller agree that a reasonable estimate of the total net detriment that Seller would suffer in the event that Purchaser defaults and fail to complete the purchase of the Property is and shall be an amount equal to the Deposit. This amount shall be the full, agreed and liquidated damages for the breach of this Agreement by the Purchaser. The payment of this amount as liquidated damages is not intended as a forfeiture or penalty but is intended to constitute liquidated damages to Seller. Upon a default by Purchaser, this Agreement shall be terminated and neither party shall have any further rights or obligations under it, except for the right of Seller to collect such liquidated damages from Purchaser and the Deposit Holder.

13. **ASSIGNMENT**. Purchaser's rights hereunder are not assignable without the prior written consent of Seller, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Purchaser shall have the right to assign its rights and obligations under this Agreement to any affiliate entity that controls Purchaser or that is controlled by Purchaser or under common control with Purchaser, by giving prior written notice to Seller not less than five (5) business days prior to the Closing Date and further provided that such assignee assume the obligations of Purchaser hereunder,.

14. **NOTICES**. All notices or other communications required to be given by either party or the Deposit Holder shall be in writing and shall be hand delivered, sent by Federal Express overnight mail, or by facsimile to the address and facsimile numbers noted below and shall be deemed delivered when hand delivered or when delivered by Federal Express, or when the sender's facsimile machine prints a confirmation that the fax was received by the receiver's facsimile machine:

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To Deposit Holder: First American Title Company
Attn: Yvonne Inserra
200 SW Market Street, Suite 200
Portland, Oregon 97201
Phone: 503-926-3195
E-mail: yinserra@firstam.com

To Purchaser: Clark-Cowlitz Fire Rescue
911 N 65th Avenue
Ridgefield, WA 98642
Phone: 360-887-4609
Fax: 360-887-0862
Email: John.Nohr@clarkfr.org

To Seller: PeaceHealth and / or assigns
Address: 1115 SE 164th Ave #326
Vancouver, WA 98683
Phone: 360-772-9874
E-mail: ldougher@peacehealth.org

15. MISCELLANEOUS

15.1 Counterparts. A copy of this Agreement may be executed by each party separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete agreement between the Parties. Each party (i) has agreed to permit the use of telecopied signatures in order to expedite the execution of this Agreement and other documents to effect the transactions contemplated by this Agreement, (ii) intends to be bound by its respective telecopied signature, (iii) is aware that the other party will rely on the telecopied signature, and (iv) acknowledges such reliance and waives any defenses to the enforcement of this Agreement or related documents based on the fact that a signature was sent by telecopy. As used herein, the term "telecopied signature" shall include any signature sent via email in portable document format ("pdf").

15.2 Partial Invalidity. If any term or provision of this Agreement or the application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

15.3 Waivers. No waiver of any breach of any covenant or provision contained here shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision here contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

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15.4 Survival of Representations. The covenants, agreements, representations, and warranties contained in this Agreement shall survive the close of Deposit for a period of three (3) months and shall not merge into the deed and the recordation of it in the official records.

15.5 Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the permitted successors and assigns of the Parties.

15.6 Attorney Fees. In the event a party to this Agreement brings any action or suit against another party to this Agreement by reason of any breach of any of the covenants, agreements, or provisions on the part of the other party arising out of this Agreement, then in that event the prevailing party shall be entitled to have and recover from the other party all costs and expenses of the action or suit, including actual attorney fees, at trial and on appeal.

15.7 Entire Agreement. This Agreement (including any exhibits attached to it) is the final expression of, and contains the entire agreement between, the Parties with respect to the subject matter of the Agreement and supersedes all prior understandings, whether oral or written, signed or unsigned, with respect to it. This Agreement may not be modified, changed, supplemented, or terminated, nor may any obligations under it be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted here. The Parties do not intend to confer any benefit on any person, firm, or corporation other than the Parties.

15.8 Time of Essence. Seller and Purchaser hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation, and provision.

15.9 Construction. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of this 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. The Parties hereby represent that they each had an opportunity to consult with legal counsel and that they each cooperated in the drafting and preparation of this Agreement. Hence, no ambiguity in this Agreement shall be construed against either party. 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. In computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless the last day is a Saturday, Sunday or legal holiday. The last day of any period of time described herein shall be deemed to end at 5:00 p.m., Portland, Oregon time.

15.10 Governing Law. The Parties expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Washington without regard to its conflict of laws provisions.

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PURCHASER:

Clark-Cowlitz Fire Rescue

By: DocuSigned by: John Nohr 0DCA4BF8239B49E...

Printed Name: John Nohr

Its: Fire Chief

Date: 7/11/2024

SELLER:

PeaceHealth and/or assigns

By:_____

Printed Name:_____

Its:_____

Date:_____

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SCHEDULE 1

Legal Property Description for Tax Parcels
(TBD and First American Title Company to Provide)

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Exhibit A
Certificate of Non-Foreign Status
Tax Parcels TBD

Section 1445 of the Internal Revenue Code provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a United States real property interest by PeaceHealth and / or assigns ("Transferor"), the undersigned hereby certifies the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations); and
2. Transferor's office address is 1115 SE 164th Ave #326, Vancouver, WA 98683; and
3. Transferor's United States employer identification number is 91-0939479; and
4. Transferor understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment or both.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

Dated this _____ day of _____2024

Transferor: PeaceHealth and/or assigns

By:_____

Title:_____