

RESOLUTION NO. 21-856-04

A RESOLUTION OF CITY OF JOHN DAY APPROVING THE SALE OF CERTAIN REAL PROPERTIES LOCATED IN CITY.

WHEREAS, City of John Day (“City”) has all powers that the constitutions, statutes, and common law of the United States and Oregon expressly or impliedly grant or allow City; and

WHEREAS, pursuant to ORS 221.727, City adopted Ordinance No. 21-192-03 (the “Ordinance”) thereby establishing alternative procedures for the sale of certain classes of real property in City; and

WHEREAS, under the Ordinance, City classified City-owned airport property as a class of properties subject to the disposal procedures contained in the Ordinance; and

WHEREAS, City desires to sell approximately 20 lots (Lots 1-3, Lot 17, and Lots 19-25) in the airport industrial park, which lots are more particularly described and depicted on the attached Exhibit A (individually and collectively, the “Lot(s)"); and

WHEREAS, City has been contacted by several parties interested in purchasing Lots; and

WHEREAS, in accordance with Section 5.1 of the Ordinance, City obtained a report containing evidence of the market value of the Lots in the form of comparable industrial lot sales of properties in Oregon, which report is attached hereto as Exhibit B; and

WHEREAS, by adoption of this Resolution No. 21-856-04 (this “Resolution”), the Council desires to establish the minimum acceptable terms for the sale of the Lots in accordance with the Ordinance.

NOW, THEREFORE, the City of John Day resolves as follows:

1. Findings. The above-stated findings contained in this Resolution are hereby adopted.
2. Sale(s) Approved. Pursuant to Section 5 of the Ordinance, the Council approves the sale of the Lots. The city manager is hereby authorized to sell, transfer, and/or convey each Lot for a purchase price of not less than \$15,500.00 and by any method the city manager determines necessary and/or appropriate, including, without limitation, by direct sale and pursuant to a letter of intent and purchase and sale agreement. In connection with the sale of each Lot, Council authorizes City to pay not more than \$500.00 toward a buyer brokerage commission per transaction. City’s sale of a Lot is conditioned upon the buyer executing a letter of intent and entering into a purchase and sale agreement substantially in the form attached hereto as Exhibit C. Notwithstanding anything contained in this Resolution to the contrary, the purchase and sale agreement(s) (a) will be in form and content satisfactory to City and contain such terms and conditions the city manager and/or city attorney determine necessary and/or appropriate, which may include, without limitation, that the Lot(s) will be transferred AS IS and WITH ALL FAULTS, and City will transfer and convey the Lot(s) subject to all encumbrances of record, and (b) will be subject to the review and approval of the city manager and city attorney. Upon completion, the city manager is authorized to execute and deliver each agreement for and on behalf of City. Notwithstanding anything contained in this Resolution to the contrary, (y) no individual buyer may purchase more than two Lots without prior council approval, and (z) the purchase price for each Lot will not be less \$15,500.00 except as approved by council.

3. Miscellaneous. All pronouns contained in this Resolution and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The provisions of this Resolution are hereby declared severable. If any section, subsection, sentence, clause, and/or portion of this Resolution is for any reason held invalid, unenforceable, and/or unconstitutional, such invalid, unenforceable, and/or unconstitutional section, subsection, sentence, clause, and/or portion will (a) yield to a construction permitting enforcement to the maximum extent permitted by applicable law, and (b) not affect the validity, enforceability, and/or constitutionality of the remaining portion of this Resolution. This Resolution may be corrected by order of the Council to cure editorial and/or clerical errors. This Resolution will be in full force and effect from and after its approval and adoption.

APPROVED AND ADOPTED by the City Council of City of John Day and signed by the mayor this 9th day of February, 2021.

Ron Lundbom, Mayor

ATTEST:

Nick Green, City Manager

Exhibit A
Property Description and Depiction

[attached]

GRANT COUNTY AIRPORT INDUSTRIAL PARK SUBDIVISION

A SUBDIVISION OF GRANT COUNTY PARTITION PLAT 2000-12, LOCATED IN A PORTION OF THE EAST ONE-HALF OF THE SOUTHEAST ONE-QUARTER, THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER AND THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER, AND A PORTION OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER, ALL IN SECTION 27, TOWNSHIP 13 SOUTH, RANGE 31 EAST OF THE WILLAMETTE MERIDIAN, GRANT COUNTY, OREGON

DECLARATION

WE, BRUCE AND TRACI RESNICK AND THE AUTHORIZED REPRESENTATIVES OF THE CITY OF JOHN DAY, OREGON, A MUNICIPAL CORPORATION, THE OWNERS OF THE LAND DEPICTED AND DESCRIBED ON THE ANNEXED PLAT AND SURVEYOR'S CERTIFICATE, BEING DULY SWORN, DEPOSE AND SAY THAT WE DID CAUSE SAID LAND TO BE SURVEYED AND PLATTED IN ACCORDANCE WITH OREGON REVISED STATUTES CHAPTER 92 AS THE GRANT COUNTY AIRPORT INDUSTRIAL PARK SUBDIVISION AND THAT WE DO HEREBY DEDICATE TO THE USE OF THE PUBLIC AS PUBLIC WAYS FOREVER, ALL PUBLIC EASEMENTS SHOWN ON SAID MAP AND THAT WE DID CAUSE THE SAME AS OUR OWN FREE ACT AND DEED.

Roger Simonsen
ROGER SIMONSEN, MAYOR

Peggy Carey
PEGGY CAREY, CITY MANAGER

Bruce Resnick
BRUCE RESNICK

Tracy Resnick
TRACY RESNICK

ACKNOWLEDGEMENT

STATE OF OREGON (55)
COUNTY OF GRANT

BE IT REMEMBERED THAT ON THE 1st DAY OF Oct, 2003, PERSONALLY APPEARED BEFORE ME ROGER SIMONSEN AND PEGGY CAREY, MAYOR AND CITY MANAGER RESPECTIVELY OF THE CITY OF JOHN DAY, OREGON, WHO ARE KNOWN TO ME TO BE THE IDENTICAL PERSONS DESCRIBED IN AND WHO EXECUTED THE ABOVE INSTRUMENT AND WHO ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FREELY AND VOLUNTARILY AS THE REPRESENTATIVES OF THE OWNER OF THE LAND DESCRIBED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND AFFIX MY OFFICIAL SEAL THIS 1st DAY OF Oct, 2003.

NOTARY PUBLIC FOR OREGON
MY COMMISSION EXPIRES 3/26/06

Anna K Bass



STATE OF OREGON (55)
COUNTY OF GRANT

BE IT REMEMBERED THAT ON THE 3rd DAY OF Oct, 2003, PERSONALLY APPEARED BEFORE ME BRUCE RESNICK AND TRACI RESNICK WHO ARE KNOWN TO ME TO BE THE IDENTICAL PERSONS DESCRIBED IN AND WHO EXECUTED THE ABOVE INSTRUMENT AND WHO ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FREELY AND VOLUNTARILY AS OWNERS OF THE LAND DESCRIBED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND AFFIX MY OFFICIAL SEAL THIS 3rd DAY OF Oct, 2003.

NOTARY PUBLIC FOR OREGON
MY COMMISSION EXPIRES 3/26/06

Anna K Bass



APPROVALS

APPROVED THIS 14th DAY OF October, 2003.

Robert D. Bagett
ROBERT D. BAGETT, P.L.S.
GRANT COUNTY SURVEYOR

APPROVED THIS _____ DAY OF _____, 2003.

GRANT COUNTY JUDGE

APPROVED THIS 15th DAY OF October, 2003.

Steve W. Myers
GRANT COUNTY COMMISSIONER

APPROVED THIS 15th DAY OF October, 2003.

Brad Bruttal
GRANT COUNTY COMMISSIONER

APPROVED THIS 14 DAY OF October, 2003.

Shannon Springer
GRANT COUNTY PLANNING DIRECTOR

I, HARMON E. MCLENDON, REGISTERED LAND SURVEYOR NO. 2537, DO HEREBY STATE THAT THIS DRAWING IS AN EXACT COPY OF THE ORIGINAL THEREOF. SAID ORIGINAL WAS PREPARED AND SIGNED BY ME ON THE 28th DAY OF September, 2003.

H. M. McLendon
HARMON E. MCLENDON, PLS 2537

Robert D. Bagett KM

RECEIVED AND FILED

DEC. 16, 2003

OFFICE OF COUNTY SURVEYOR
Robert D. Bagett
Attest: Shannon Springer

I HEREBY CERTIFY THAT PURSUANT TO O.R.S. 92.050, ALL AD VALOREM TAXES AND ALL SPECIAL ASSESSMENTS, FEES, AND OTHER CHARGES REQUIRED BY LAW TO BE PLACED UPON THE 2003-2004 TAX ROLL WHICH BECAME A LIEN ON THE LAND WITHIN THE SUBDIVISION, OR WILL BECOME A LIEN DURING THE TAX YEAR BUT NOT CERTIFIED TO THE TAX COLLECTOR FOR COLLECTION HAVE BEEN PAID.

Lane Burton 10-14-2003
LANE BURTON
GRANT COUNTY ASSESSOR/TAX COLLECTOR

SURVEYOR'S CERTIFICATE

I, HARMON E. MCLENDON, OREGON REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2537, DO DEPOSE AND SAY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS THE LANDS SHOWN ON THE ANNEXED PLAT OF THE GRANT COUNTY AIRPORT INDUSTRIAL PARK SUBDIVISION IN ACCORDANCE WITH NORMAL STANDARDS OF PROFESSIONAL CARE, AND I FURTHER DEPOSE AND SAY THAT I HAVE DESIGNATED AN EXISTING MONUMENT AS THE INITIAL POINT OF THIS SUBDIVISION AND THAT THE FOLLOWING IS A TRUE AND COMPLETE DESCRIPTION OF THE LANDS REPRESENTED ON THIS SUBDIVISION PLAT.

PARCELS ONE AND TWO OF GRANT COUNTY PARTITION PLAT 2000-12, LOCATED IN A PORTION OF THE EAST ONE-HALF OF THE SOUTHEAST ONE-QUARTER, THE SOUTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER AND THE NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER, AND A PORTION OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER, ALL IN SECTION 27, TOWNSHIP 13 SOUTH, RANGE 31 EAST OF THE WILLAMETTE MERIDIAN, GRANT COUNTY OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT A ONE AND ONE-HALF INCH GALVANIZED IRON PIPE WITH GRANT COUNTY SURVEYOR BRASS CAP, SAID POINT BEING THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 27 AND THE INITIAL POINT OF THIS SUBDIVISION; THENCE NORTH 01°18'42" WEST ALONG THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 27, A DISTANCE OF 2,662.71 FEET TO A 5/8 INCH IRON ROD THE CENTER ONE-QUARTER OF SAID SECTION; THENCE CONTINUING ALONG SAID WEST LINE, NORTH 01°17'24" WEST, A DISTANCE OF 998.56 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP MARKED L5848, THE NORTHWEST CORNER OF PARCEL #2 OF SAID PARTITION PLAT 2000-12; THENCE NORTH 88°36'53" EAST ALONG THE NORTH LINE OF SAID PARCEL, A DISTANCE OF 1,318.81 FEET TO A 5/8 INCH IRON ROD, THE NORTHEAST CORNER OF SAID PARCEL 2; THENCE SOUTH 01°31'59" EAST, A DISTANCE OF 668.44 FEET TO A POINT ON THE CENTERLINE OF GRANT COUNTY ROAD 80-A; THENCE NORTH 88°44'11" EAST, A DISTANCE OF 288.05 FEET TO A POINT ON THE WEST BOUNDARY LINE OF THE GRANT COUNTY REGIONAL AIRPORT SAID POINT MARKED BY A 5/8 INCH IRON ROD; THENCE SOUTH 02°56'00" WEST ALONG SAID WEST LINE, A DISTANCE OF 3,002.97 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 27, SAID POINT MARKED BY A 5/8 INCH IRON ROD; THENCE SOUTH 88°42'14" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 1,387.53 FEET TO THE POINT OF BEGINNING. CONTAINING 5,369,576 SQUARE FEET OR 123.269 ACRES.

POST-MONUMENTATION CERTIFICATE

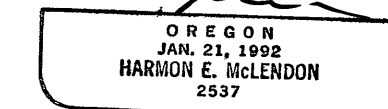
I, HARMON E. MCLENDON, OREGON REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2537, DO HEREBY STATE THAT, IN ACCORDANCE WITH O.R.S. CHAPTER 92.060, I WILL CAUSE THOSE SURVEY MONUMENTS DESIGNATED ON THE ANNEXED PLAT FOR POST-MONUMENTATION TO BE SET ON OR BEFORE JULY 31, 2004, AND I WILL PROVIDE THE NOTIFICATION AND AFFIDAVIT AS REQUIRED BY O.R.S. CHAPTER 92.070.

H. M. McLendon
HARMON E. MCLENDON, P.L.S.



FILING STATEMENT

STATE OF OREGON (55)
COUNTY OF GRANT



I DO HEREBY CERTIFY THAT THE ATTACHED SUBDIVISION PLAT WAS PRESENTED FOR RECORDING ON THIS DAY OF 15th October 2003, AT 9:00 O'CLOCK AM, AND RECORDED GRANT COUNTY AIRPORT INDUSTRIAL PARK SUBDIVISION, GRANT COUNTY RECORDS.

Kathy McKinnon
KATHY MCKINNON
GRANT COUNTY CLERK

renews 12/31/04

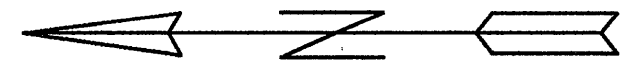
SURVEYOR'S NARRATIVE

THESE LANDS WERE ORIGINALLY PLATTED AS GRANT COUNTY PARTITION PLAT 2000-12. THAT PARTITION PLAT WAS COMPILED FROM RECORD DATA AND FILED WITHOUT BENEFIT OF FIELD SURVEY. THIS SUBDIVISION RETRACES THOSE RECORD LINES. MONUMENTS, PLACED BY OTHER SURVEYS AND NOTED HEREON, WERE FOUND AT THE EXTERIOR CORNERS OF THE SUBDIVISION AND THEIR LOCATION COMPARED TO THEIR RECORD. MINOR DIFFERENCES BETWEEN THE TWO WERE NOTED, PARTICULARLY ALONG THE NORTH-SOUTH CENTERLINE OF THE SECTION, WHERE THE MONUMENT FOR THE CENTER ONE-QUARTER CORNER FORMS AN ANGLE POINT INSTEAD OF THE STRAIGHT LINE INDICATED BY MOS 324. THOSE DISCREPANCIES ARE NOTED HEREON, BUT ALL MONUMENTS WERE ACCEPTED AS CONTROLLING.

SUBSEQUENT TO THE FILING OF PARTITION PLAT 2000-12, THE GRANT COUNTY ROAD DEPARTMENT RETAINED MR. BOB BAGETT, PLS TO MONUMENT COUNTY ROAD 80-A WHICH RUNS ACROSS AND THROUGH THIS SUBDIVISION. THIS ROAD SURVEY WAS FILED AS GRANT COUNTY SURVEY 1659. MONUMENTS FROM THAT SURVEY WERE LOCATED AND USED TO CONTROL THE LOCATION OF THAT ROAD.



1901 N. FIR STREET
LA GRANDE, OREGON, 97850
541-963-8309



SCALE

1 INCH EQUALS 200 FEET

BASIS OF BEARINGS

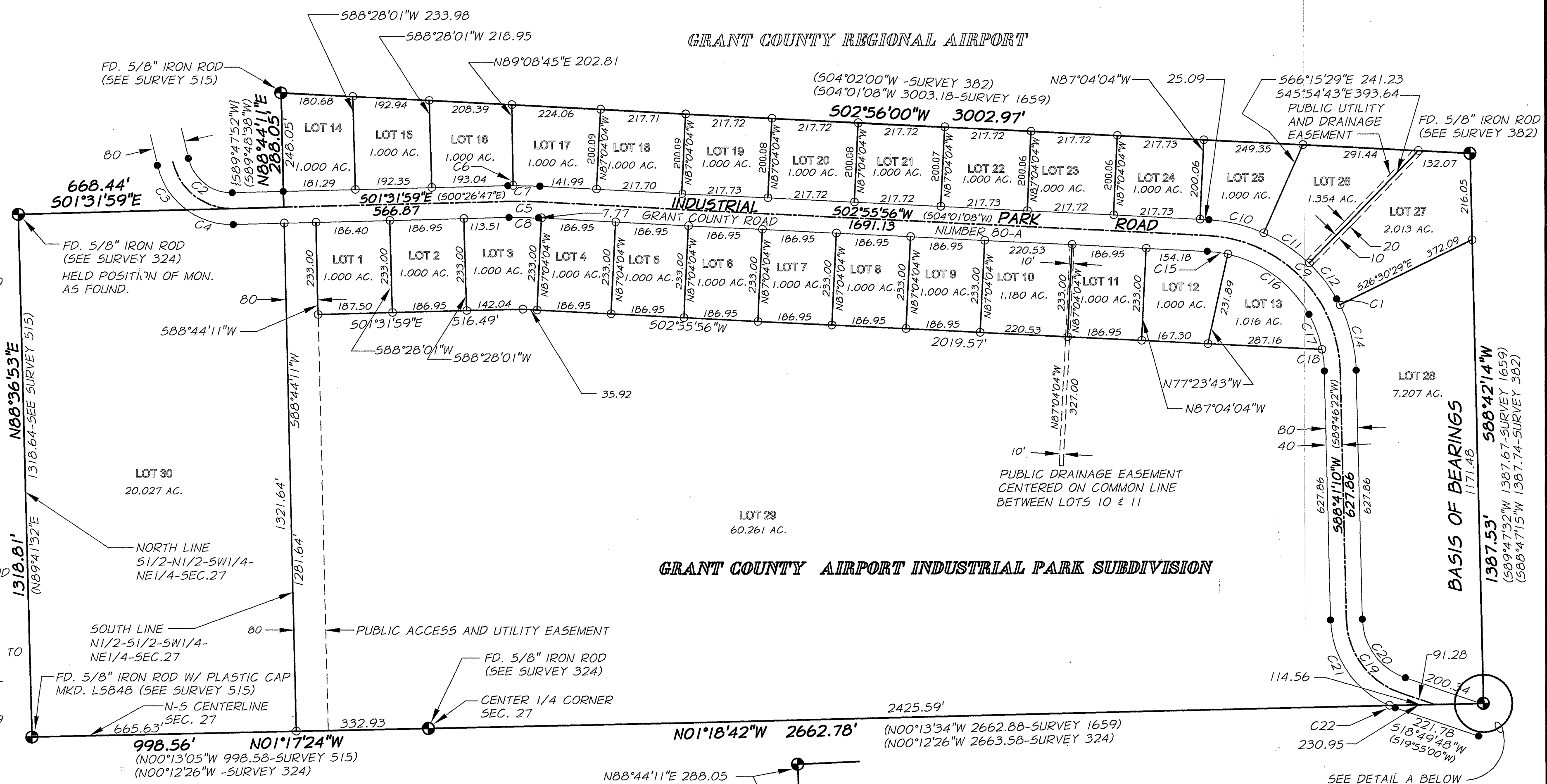
588°42'14"W ALONG THE SOUTH BOUNDARY OF GRANT CO. PARTITION PLAT NO. 2000-12. PER CITED PLAT-TO OBTAIN TRUE BEARINGS, ROTATE PLAT BEARINGS +1°08'42" AT THE SOUTH 1/4 SEC. 27

REFERENCE MATERIAL

GRANT COUNTY PARTITION PLAT NO. 2000-12
GRANT COUNTY SURVEYS:
NO. 324
NO. 382
NO. 515
NO. 1659

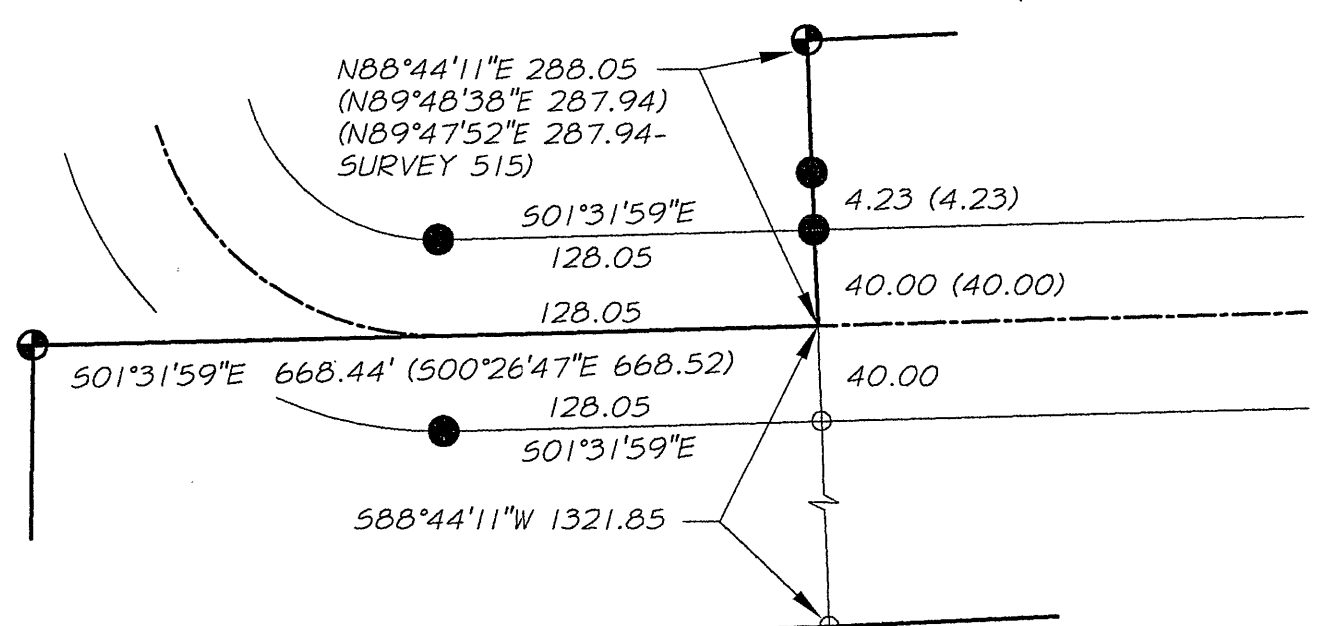
LEGEND

- FD. MONUMENT AS DESCRIBED
- FD. 5/8" IRON ROD WITH ALUMINUM CAP, MKD. "BGB SURVEY MARKER" AND ROAD STATION AND OFFSET. REFER TO SURVEY NO. 1659
- SET 5/8" IRON ROD (CONCRETE REINFORCING ROD) WITH PLASTIC CAP MKD. "APA". THESE MONUMENTS TO BE SET UNDER THE PROVISIONS OF ORS 92.060(5)-SEE POST-MONUMENTATION CERTIFICATE ON SHEET 1.
- () RECORD DIMENSION PER SURVEY 1659 UNLESS CITED OTHERWISE
- { } RECORD DIMENSION PER SURVEY 515 UNLESS CITED OTHERWISE



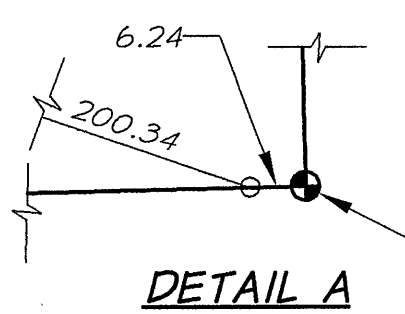
CURVE TABLE				
CURVE	CENTRAL ANGLE	RADIUS	LENGTH	CHORD
C1	2°25'12"	390.00	16.47	562°16'56"W 16.47
C2	78°44'21"	110.37	151.68	537°50'11"W 140.02
C3	40°57'02"	190.37	136.06	556°43'51"W 133.18
C4	37°47'19"	190.37	125.56	517°21'40"W 123.29
C5	4°27'55"	1000.00	77.93	N00°41'58"E 77.91
C6	0°40'45"	1040.00	12.33	N01°11'37"W 12.33
C7	3°47'10"	1040.00	68.72	N01°02'20"E 68.71
C8	4°27'55"	960.00	74.82	N00°41'58"E 74.80
C9	85°45'14"	350.00	523.84	N45°48'33"E 476.30
C10	20°48'35"	390.00	141.65	N13°20'13"E 140.83
C11	20°20'36"	390.00	138.47	N33°54'39"E 137.75

CURVE TABLE				
CURVE	CENTRAL ANGLE	RADIUS	LENGTH	CHORD
C12	16°59'12"	390.00	115.65	N52°34'44"E 115.21
C13	2°35'06"	390.00	17.59	N62°21'50"E 17.59
C14	25°11'38"	390.00	171.49	N76°05'20"E 170.11
C15	9°40'21"	310.00	52.33	N07°46'06"E 52.27
C16	48°28'00"	310.00	262.23	N36°50'17"E 254.48
C17	17°28'43"	310.00	94.57	N69°48'38"E 94.20
C18	10°08'10"	310.00	54.84	N83°37'05"E 54.77
C19	69°51'22"	200.00	243.84	S53°45'29"W 229.02
C20	69°51'22"	160.00	195.08	S53°45'29"W 183.22
C21	65°57'54"	240.00	276.31	S55°42'13"W 261.30
C22	3°53'28"	240.00	16.30	S20°46'32"W 16.30



EXACT COPY STATEMENT

I, HARMON E. MCLENDON, OREGON REGISTERED LAND SURVEYOR NO. 2537, DO HEREBY STATE THAT THIS DRAWING IS AN EXACT COPY OF THE ORIGINAL THEREOF, SAID ORIGINAL WAS PREPARED AND SIGNED BY ME ON THE 13TH DAY OF OCTOBER, 2003.
HARMON E. MCLENDON, PLS 2537



REGISTERED PROFESSIONAL LAND SURVEYOR

HARMON E. MCLENDON
2537

renews 12/31/04

SURVEYED FOR:
THE CITY OF JOHN DAY, OREGON
450 E. MAIN ST.
JOHN DAY, OR 97845
SURVEY DATE: 2003

Anderson Perry

1901 N. FIR STREET
LA GRANDE, OREGON, 97850
541-963-8309

Exhibit B
Report

[attached]

Scope of Work

The scope of work for this assignment has been limited to reporting public record with regards to the sale of municipally owned properties that were developed with creating economic growth being the primary objective of the development. Raw data has been verified with public record but has not been confirmed with a party to the transaction other than the municipality that sold the property.

The collection and reporting of verified public record meets the clients need and the scope of work has been limited to this extent in this instance.

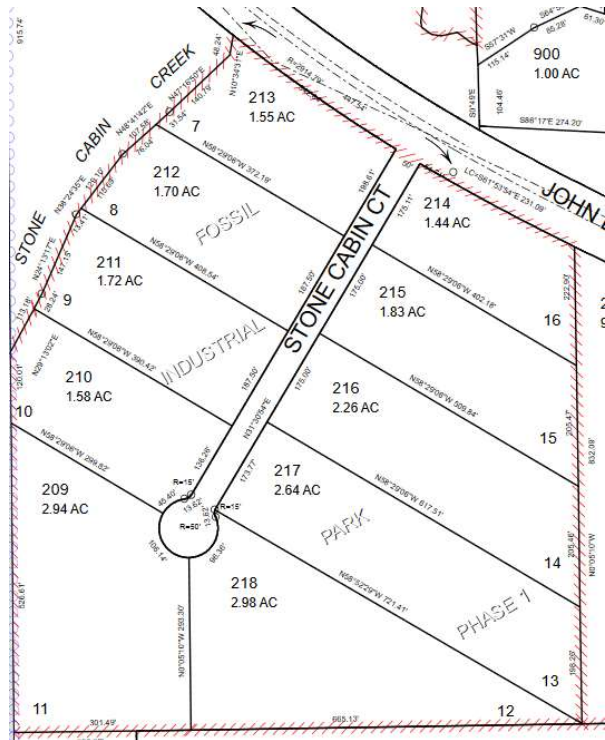
Fossil, OR

esri	John Day, OR						Fossil, OR						
	Drive Time: 30 minute radius						Drive Time: 30 minute radius						
Average Household Size Owner Occupied Housing Units Renter Occupied Housing Units Median Age	Census 2010		2020		2025		Census 2010		2020		2025		
	5,085		5,120		5,060		1,359		1,347		1,321		
Households by Income	Number		Percent		Number		Percent		Number		Percent		
	330		14.1%		312		13.5%		106		18.9%		
<\$15,000	254		10.9%		222		9.6%		61		9.1%		
\$15,000 - \$24,999	244		10.4%		220		9.8%		93		13.9%		
\$25,000 - \$34,999	351		15.0%		342		14.8%		104		15.6%		
\$35,000 - \$49,999	412		17.6%		421		18.2%		114		17.7%		
\$50,000 - \$74,999	316		13.5%		309		13.3%		76		11.6%		
\$75,000 - \$99,999	343		14.7%		384		16.6%		78		11.7%		
\$100,000 - \$149,999	54		2.3%		68		2.9%		10		1.5%		
\$150,000 - \$199,999	34		1.5%		34		1.5%		5		0.8%		
\$200,000+													
Median Household Income	\$49,424		\$52,343				\$41,467		\$44,471				
Average Household Income	\$62,126		\$67,414				\$54,387		\$59,360				
Per Capita Income	\$28,378		\$30,880				\$26,128		\$28,599				
Population by Age	Census 2010		2020		2025		Census 2010		2020		2025		
	Number		Percent		Number		Percent		Number		Percent		
0 - 4	234		4.8%		214		4.2%		48		3.4%		
5 - 9	245		4.8%		245		4.8%		52		3.9%		
10 - 14	309		6.1%		263		5.1%		60		4.3%		
15 - 19	282		5.5%		221		4.3%		54		4.2%		
20 - 24	186		3.7%		208		4.1%		57		4.2%		
25 - 34	445		8.8%		451		8.8%		118		8.7%		
35 - 44	519		10.2%		521		10.2%		119		8.8%		
45 - 54	762		15.0%		605		11.8%		138		10.2%		
55 - 64	890		17.5%		917		17.9%		238		17.7%		
65 - 74	663		13.0%		872		17.0%		258		19.1%		
75 - 84	367		7.2%		425		8.3%		145		10.8%		
85+	162		3.8%		178		3.5%		70		5.1%		
2020 Disposable Income by Age of Householder	Number of Households						Number of Households						
	<25	25-34	35-44	45-54	55-64	65-74	75+	<25	25-34	35-44	45-54	55-64	65-74
Median Disposable Income	\$36,727	\$48,501	\$53,355	\$52,868	\$39,959	\$35,853	\$24,772	\$29,226	\$36,614	\$45,540	\$48,264	\$39,263	\$30,529
Average Disposable Income	\$43,056	\$55,076	\$60,415	\$60,652	\$46,167	\$44,676	\$34,847	\$39,996	\$44,686	\$49,323	\$55,054	\$45,548	\$40,083
2020 Net Worth by Age of Householder	Number of Households						Number of Households						
	<25	25-34	35-44	45-54	55-64	65-74	75+	<25	25-34	35-44	45-54	55-64	65-74
Total	57	234	278	321	520	539	390	54	62	83	144	172	141
Median Net Worth	\$11,757	\$14,504	\$38,465	\$73,147	\$78,574	\$154,576	\$189,688	\$11,571	\$14,758	\$35,000	\$51,402	\$97,092	\$133,334
Average Net Worth	\$30,627	\$85,566	\$144,420	\$216,228	\$297,472	\$353,834	\$408,044	\$39,982	\$45,487	\$108,418	\$255,415	\$359,231	\$410,314

Fossil Industrial Park

The City of Fossil platted a ten-site business park with the first sale closing in February of 2005. There have been five sites sold according to Wheeler County Assessor records and there remains four sites actively marketed for sale with an asking price of \$14,000 per acre. The sites vary in size from 1.55 acres up to 2.94 acres however several of the sites have areas of steep topography and diminished utility. Sales to date are summarized in the table below.

Fossil Industrial park													
Map	TL	Ref#	Sale Date	Sale Price	Acres	\$/AC	Grantor	Grantee					
06S2132D	211	2909	5/8/2020	\$24,080	1.72	14,000.00	CITY OF FOSSIL	LARSEN LAWRENCE L					
06S2132D	215	2913	5/6/2014	\$13,000	1.83	7,103.83	CITY OF FOSSIL	PAINTED HILLS NATURAL BEEF INC					
06S2132D	214	2912	9/22/2010	\$18,000	1.44	12,500.00	CITY OF FOSSIL	PAINTED HILLS NATURAL BEEF INC					
06S2132D	209	2907	10/27/2008	\$62,000	2.94	21,088.44	CITY OF FOSSIL	DERBY KENDALL					
06S2132D	213	2911	2/1/2005	\$26,350	1.55	17,000.00	CITY OF FOSSIL	WRIGHT CHEVROLET					



Baker City, OR

esri	John Day, OR						Baker City, OR							
	Drive Time: 30 minute radius						Drive Time: 30 minute radius							
	Census 2010		2020		2025		Census 2010		2020		2025			
	5,085	2,296	1,472	2,338	1,472	2,317	13,169	5,566	3,558	3,671	5,842	3,871	5,933	
Average Household Size	2.18	2.15	2.15	2.15	2.15	2.15	2.30	2.30	2.29	2.29	2.29	2.29	2.28	
Owner Occupied Housing Units	1,645	1,681	1,681	1,671	1,671	1,671	3,732	3,748	3,748	3,748	3,748	3,748	3,817	
Renter Occupied Housing Units	651	657	657	647	647	647	1,834	2,094	2,094	2,094	2,094	2,094	2,118	
Median Age	49.7	52.4	52.4	53.7	53.7	53.7	45.2	46.6	46.6	46.6	46.6	46.6	46.5	
Households by Income	Number		Percent		Number		Number		Percent		Number		Percent	
<\$15,000	330	14.1%	312	13.5%	312	13.5%	833	14.3%	808	13.6%	808	13.6%	<\$15,000	
\$15,000 - \$24,999	254	10.9%	222	9.6%	222	9.6%	563	9.6%	503	8.5%	503	8.5%	\$15,000 - \$24,999	
\$25,000 - \$34,999	244	10.4%	228	9.8%	228	9.8%	652	11.2%	624	10.5%	624	10.5%	\$25,000 - \$34,999	
\$35,000 - \$49,999	351	15.0%	342	14.8%	342	14.8%	947	16.2%	950	16.0%	950	16.0%	\$35,000 - \$49,999	
\$50,000 - \$74,999	412	17.6%	421	18.2%	421	18.2%	1,080	18.5%	1,115	18.8%	1,115	18.8%	\$50,000 - \$74,999	
\$75,000 - \$99,999	316	13.5%	309	13.3%	309	13.3%	624	10.7%	630	10.6%	630	10.6%	\$75,000 - \$99,999	
\$100,000 - \$149,999	343	14.7%	384	16.6%	384	16.6%	867	14.8%	999	16.8%	999	16.8%	\$100,000 - \$149,999	
\$150,000 - \$199,999	54	2.3%	68	2.9%	68	2.9%	108	1.8%	137	2.3%	137	2.3%	\$150,000 - \$199,999	
\$200,000+	34	1.5%	34	1.5%	34	1.5%	68	2.9%	68	2.8%	68	2.8%	\$200,000+	
Median Household Income	\$49,424		\$52,343		\$52,343		\$48,432		\$51,229		\$51,229		Median	
Average Household Income	\$62,126		\$67,414		\$67,414		\$64,971		\$70,000		\$70,000		Average	
Per Capita Income	\$28,378		\$30,880		\$30,880		\$27,685		\$29,892		\$29,892		Per Capita	
Population by Age	Number		Percent		Number		Number		Percent		Number		Percent	
0 - 4	234	4.6%	214	4.2%	208	4.1%	754	5.7%	729	5.3%	747	5.4%	747	5.4%
5 - 9	245	4.8%	245	4.8%	230	4.5%	747	5.7%	740	5.4%	750	5.4%	750	5.4%
10 - 14	309	6.1%	263	5.1%	261	5.2%	790	6.0%	722	5.2%	760	5.4%	760	5.4%
15 - 19	282	5.5%	221	4.3%	235	4.6%	837	6.4%	684	5.0%	721	5.2%	721	5.2%
20 - 24	186	3.7%	208	4.1%	162	3.2%	604	4.6%	704	5.1%	629	4.5%	629	4.5%
25 - 34	445	8.8%	451	8.8%	426	8.4%	1,344	10.2%	1,662	12.1%	1,648	11.8%	1,648	11.8%
35 - 44	519	10.2%	521	10.2%	515	10.2%	1,466	11.1%	1,398	10.2%	1,511	10.8%	1,511	10.8%
45 - 54	762	15.0%	605	11.8%	570	11.3%	1,956	14.8%	1,642	11.9%	1,498	10.7%	1,498	10.7%
55 - 64	890	17.5%	917	17.9%	812	16.1%	2,000	15.2%	2,100	15.3%	1,923	13.8%	1,923	13.8%
65 - 74	663	13.0%	872	17.0%	938	18.5%	1,463	11.1%	1,912	13.9%	2,051	14.7%	2,051	14.7%
75 - 84	367	7.2%	425	8.3%	515	10.2%	840	6.4%	1,048	7.6%	1,276	9.1%	1,276	9.1%
85+	182	3.6%	178	3.5%	185	3.7%	371	2.8%	425	3.1%	434	3.1%	434	3.1%
2020 Disposable Income by Age of Householder	<25	25-34	35-44	45-54	55-64	65-74	75+	<25	25-34	35-44	45-54	55-64	65-74	75+
Median Disposable Income	\$36,727	\$48,501	\$53,355	\$52,868	\$39,959	\$35,853	\$24,772	\$29,415	\$42,101	\$50,864	\$50,699	\$41,724	\$36,549	
Average Disposable Income	\$43,056	\$55,076	\$60,415	\$60,652	\$48,167	\$44,676	\$34,847	\$36,347	\$49,630	\$56,561	\$62,908	\$51,942	\$48,719	
2020 Net Worth by Age of Householder	<25	25-34	35-44	45-54	55-64	65-74	75+	<25	25-34	35-44	45-54	55-64	65-74	75+
Total	57	234	278	321	520	539	390	181	715	690	853	1,900	1,173	1,039
Median Net Worth	\$11,757	\$14,504	\$38,465	\$73,147	\$78,574	\$154,576	\$189,688	\$9,766	\$12,971	\$26,002	\$41,845	\$83,335	\$153,213	\$241,282
Average Net Worth	\$30,627	\$85,566	\$144,420	\$245,228	\$297,472	\$353,834	\$468,044	\$22,435	\$53,102	\$91,616	\$274,205	\$487,87	\$537,574	\$873,380

Elkhorn Industrial Park

This development was originally 65 acres of which there is roughly 41 acres remaining available for purchase. The property was originally purchased and developed by the Baker County in 1995 to 1997 to accommodate economic development and attract employers to the area. The development has rail access and is roughly 2 miles from I-84. There are development restrictions within the park including the time frame from closing to development as well as the type of development. My interview of City Manager, Fred Warner revealed that there have been numerous potential buyers interested in constructing self-storage facilities, however this is not allowed within the park as it would not bring additional employment to the region. A summary of the sales to date is included in the table below.



Elkhorn Industrial Park, Baker City, OR

Map No	Tax Lot	Ref No	Sales Date	Sales Price	Acres	\$/AC	Grantor	Grantee
09S4007D	402	16546 & 16547	9/4/2020	\$ 235,620	14.28	\$16,500.00	CITY OF BAKER	J R SIMPLOT COMPANY
09S4007D	415	18348	2/1/2019	\$ 22,537	1.5	\$15,024.67	CITY OF BAKER	GOLD CREEK PROPERTIES LLC
09S4007D	407	18136	5/12/2016	\$ 42,180	2.74	\$15,394.16	BAKER COUNTY	HOP HEAVEN, INC
09S4007D	403	16896	9/11/2010	\$ 18,500	1.5	\$12,333.33	BAKER COUNTY	DS BATCHELOR HOLDINGS LLC
09S4007D	406	18016	5/23/2008	\$ 14,400	1.45	\$ 9,931.03	CITY OF BAKER	RUZICH, THOMAS J
09S4007D	405	17864	5/18/2007	\$ 18,200	1.78	\$10,224.72	CITY OF BAKER	RUZICH, THOMAS J

** Tax lot 415 is 2.1 acres but is encumbered by an access easement across the southern property line and is effectively 1.5 useable acres according to City Manager Fred Warner. The table above reflects the useable acres which was the basis for negotiation.*

The most recent sale within this development was two tax lots that have since been combined totaling 14.28 acres. The buyer intends on constructing a new fertilizer storage and mixing plant on the property complete with a new rail spur. The facility is anticipated to bring 5 to 7 new jobs to the area once complete. The buyer requested no concessions and plans to move forward with construction in 2021.

The sales have range from \$10,000 per acre up to \$16,500 per acre with the oldest sales representing the high side of the range. No acknowledgement of size regression is noted in the pricing structure.

La Grande, OR

esri	John Day, OR					La Grande, Oregon								
	Drive Time: 30 minute radius					Drive Time: 30 minute radius								
	Census 2010		2020		2025	Census 2010		2020		2025				
Average Household Size	5,085	5,120	5,060	22,303	23,913	24,620	9,080	9,812	10,118					
Owner Occupied Housing Units	2,296	2,338	2,317	5,771	6,128	6,285	2,38	2,37	2,37					
Renter Occupied Housing Units	1,472	1,472	1,451	5,771	5,834	6,028	3,302	3,978	4,090					
Median Age	2.18	2.15	2.15	38.4	39.1	40.0	49.7	52.4	53.7					
Households by Income	Number		Percent		Number	Percent		Number	Percent					
<\$15,000	330	14.1%	312	13.5%	1,431	14.8%	1,310	12.9%						
\$15,000 - \$24,999	254	10.9%	222	9.6%	1,095	11.2%	1,014	10.0%						
\$25,000 - \$34,999	244	10.4%	226	9.8%	1,051	10.7%	987	9.8%						
\$35,000 - \$49,999	351	15.0%	342	14.8%	1,472	15.0%	1,503	14.9%						
\$50,000 - \$74,999	412	17.6%	421	18.2%	1,680	17.1%	1,772	17.5%						
\$75,000 - \$99,999	316	13.5%	309	13.3%	1,511	15.4%	1,661	16.4%						
\$100,000 - \$149,999	343	14.7%	384	16.6%	909	9.3%	1,047	10.3%						
\$150,000 - \$199,999	54	2.3%	68	2.9%	254	2.6%	323	3.2%						
\$200,000+	34	1.5%	34	1.5%	410	4.2%	502	5.0%						
Median Household Income	\$49,424	\$52,343	\$48,085	\$52,420	\$75,345	\$75,345	\$67,196	\$75,345	\$75,345					
Average Household Income	\$62,128	\$67,414	\$67,196	\$75,345	\$87,196	\$87,196	\$75,345	\$87,196	\$87,196					
Per Capita Income	\$28,378	\$30,880	\$27,589	\$30,976	\$30,976	\$30,976	\$27,589	\$30,976	\$30,976					
Population by Age	Number		Percent		Number	Percent		Number	Percent					
0 - 4	234	4.6%	214	4.2%	1,458	6.5%	1,421	5.9%	1,470					
5 - 9	245	4.8%	245	4.8%	1,412	6.3%	1,442	6.0%	1,442					
10 - 14	309	6.1%	263	5.1%	1,333	6.0%	1,448	6.1%	1,457					
15 - 19	282	5.5%	221	4.3%	1,695	7.6%	1,579	6.6%	1,679					
20 - 24	186	3.7%	208	4.1%	1,823	8.2%	1,526	6.4%	1,567					
25 - 34	445	8.8%	451	8.8%	2,665	11.9%	3,415	14.3%	3,084					
35 - 44	519	10.2%	521	10.2%	2,231	10.0%	2,565	10.7%	3,010					
45 - 54	762	15.0%	605	11.8%	2,948	13.2%	2,441	10.2%	2,471					
55 - 64	890	17.5%	917	17.9%	3,119	14.0%	3,133	13.1%	2,726					
65 - 74	663	13.0%	872	17.0%	1,836	8.2%	2,903	12.1%	3,186					
75 - 84	367	7.2%	425	8.3%	1,163	5.2%	1,398	5.9%	1,849					
85+	182	3.6%	178	3.5%	620	2.8%	643	2.7%	680					
2020 Disposable Income by Age of Householder	Number of Households		Number of Households		Number of Households		Number of Households		Number of Households					
<25	25-34	35-44	45-54	55-64	65-74	75+	<25	25-34	35-44	45-54	55-64	65-74	75+	
\$36,727	\$48,501	\$53,355	\$52,868	\$39,959	\$35,853	\$24,772	\$26,410	\$37,992	\$51,102	\$52,820	\$42,731	\$37,327		
Average Disposable Income	\$43,056	\$55,076	\$60,415	\$60,652	\$48,167	\$44,676	\$34,847	\$34,454	\$47,971	\$61,029	\$64,313	\$53,090	\$50,224	
2020 Net Worth by Age of Householder	Number of Households		Number of Households		Number of Households		Number of Households		Number of Households		Number of Households		Number of Households	
<25	25-34	35-44	45-54	55-64	65-74	75+	<25	25-34	35-44	45-54	55-64	65-74	75+	
57	234	278	321	520	539	390	623	1,666	1,360	1,315	1,802	1,747	1,299	
Median Net Worth	\$11,757	\$14,504	\$38,465	\$73,147	\$78,574	\$154,576	\$189,688	\$9,035	\$12,155	\$23,033	\$52,826	\$94,974	\$150,000	\$190,582
Average Net Worth	\$30,627	\$85,566	\$144,420	\$210,228	\$297,472	\$353,834	\$468,044	\$16,854	\$52,337	\$148,343	\$328,831	\$542,579	\$725,166	\$659,888

La Grande Business and Technology Park

The development is located on La Grande's southwest City limits and is surrounded by agricultural properties. The development does not have rail access but is roughly 1.8 miles from I-84. This development was created in 2006 by the City of La Grande Urban Renewal Agency and the Union County Economic Development Corporation. The purpose of the development was to provide shovel ready sites for immediate development by companies that would provide employment to the area. The development is located within the Business park zoning and contains the only property with this zone designation in the City of La Grande with similar properties being available outside of the city limits in the Union County Enterprise Zoning.



The development was 62.44 net acres of flat, buildable land with 25 acres certified as shovel ready configured in lots ranging in size from one acre to over eight acres. There currently 24 sites of which to date, there have been five properties sold within the development all of which have been improved. Two of the sites have been combined and now host the Oregon State Police regional office. Three of the sites have been improved with flex buildings containing both office and warehouse space, with the remaining site being an office building with plans for future warehouse space.

The development is differentiated from other business parks with similar use potential by its restrictive development standards and oversight within the Business Park Zoning as well as applicable CC&Rs. My

interviews of local market reveal that the primary detouring factor for most potential buyer's has been the increased development standards to construct their desired improvements with the materials required and with the oversight of the Union County Economic Development Corporation. The increased cost to improve the land to meet standards for being located within the flood zone is another noted consideration. There are no ongoing requirements post development with regards to use or occupancy other than what is typical in commercial and industrial zones.

Land Sales to date within the development as reported by the Union County Assessor's office are summarized in the table below.

Map	TL	Ref #	Inst. #	Sale Date y/m/d	Sale Price	Acres	\$/AC
03S3816BA	800	18095	20181544	5/24/2018	\$ 50,000.00	2.68	\$ 18,656.72
03S3816AB	600	18078	20161819	6/8/2016	\$ 45,000.00	1.02	\$ 44,117.65
03S3816AB	1100	18082	20131860	5/29/2013	\$ 50,000.00	0.92	\$ 54,347.83
03S3816AB	1000	18081	20131861	5/28/2013	\$ 50,000.00	0.94	\$ 53,191.49
03S3816AB	700	18079	20081966	5/4/2008	\$ 19,700.00	1.04	\$ 18,942.31
03S3816AB	300	18076	20084127	9/8/2008	\$ 18,600.00	1.02	\$ 18,235.29

Baum Industrial Park

This development is located northeast of La Grande and is intended to cater to heavy industrial uses including manufacturing, food processing, etc. Prior to this development there were manufacturers located to the south of the development. The development consists of 60 acres of raw land with a proposed rail spur and a variety of proposed configurations. Interstate 84 is located 4 miles to the southeast in La Grande. The property is available for purchase at an asking price of \$30,000 per acre with no defined configuration stated. Price will be dependent upon Use and employment creation.



All recent sales have been priced at \$19,900 per acre. Land Sales within the development over the past five years are summarized in the table below.

Map	TL	Ref #	Sale Date	Sale Price	Acres	\$/AC	Grantor	Grantee
02S3835A	603	19121	10/29/2018	\$99,500.00	5.00	\$ 19,900	UNION COUNTY	BULL ANTLERS RESOURCES
02S3835A	600	7533	9/14/2018	\$78,207.00	3.93	\$ 19,900	UNION COUNTY	KC LAND LLC
02S3835AD	500	19137	9/14/2018	\$19,900.00	1.00	\$ 19,900	UNION COUNTY	KELLOGG, DONALD Z

Exhibit C
Letter of Intent and Purchase and Sale Agreement

[attached]

_____, 2021

Attn: _____

Re: Letter of Intent – Sale of John Day Industrial Lot

Dear _____:

City of John Day (“Seller”) is the owner of the Property (as defined below). This letter is written to summarize the general terms and conditions under which Seller is interested in selling the Property to _____ (“Buyer”) (the “Transaction”). The terms and conditions contained in this letter are based upon the parties’ current intentions and information known to the parties as of the date of this letter. Except for the provisions contained in Part Two of this letter, this letter is nonbinding and does not grant or impose any legal rights and/or obligations on Seller or Buyer.

Part One – Nonbinding Provisions

Based upon information known to the parties as of the date of this letter, Seller proposes that the Sale Agreement (as defined below) be consistent with the nonbinding provisions set forth in this Part One (Sections 1-2; collectively, the “Non-Binding Provisions”):

1. **Purchase Price; Payment.** Seller will sell the Property to Buyer, and Buyer will purchase the Property from Seller, for a total purchase price of \$_____ (the “Purchase Price”). Within 10 days after executing the Sale Agreement, Buyer will pay \$_____ (the “Earnest Money”) to Seller. At the closing, Buyer will pay the balance of the Purchase Price to Seller in cash, certified check, or wire transfer to an account specified by Seller. For purposes of this letter, the term “Property” means that certain real property (and all improvements located thereon) commonly known as _____ John Day, Oregon 97845 consisting of approximately ____ acres.

2. **Purchase and Sale Agreement.** Within 30 days after Buyer’s execution of this letter, the parties will execute a definitive written purchase and sale agreement concerning the Transaction (the “Sale Agreement”). The Sale Agreement will be consistent with the terms of this letter and will contain Buyer representations, warranties, covenants, indemnification provisions, limitation of liability provisions, and other standard terms and conditions, all of which will be in form and substance satisfactory to Seller. Without otherwise limiting the generality of the immediately preceding sentence, the Sale Agreement will contain the following terms and conditions:

(a) Seller will sell the Property and Buyer will purchase the Property (a) “AS IS” and “with all FAULTS AND DEFECTS” as of the closing date, without any Seller representations or warranties, express, implied, and/or statutory, of any kind whatsoever, and (b) subject to all encumbrances of record.

(b) Buyer will pay all real property and other taxes concerning or related to the Property and/or Transaction; Seller is a tax-exempt municipal corporation and will not pay any real property and/or other taxes concerning or related to the Property and/or Transaction. Buyer will pay any escrow fees charged by the title company. At closing, the parties will enter into and sign such other agreements, documents, and instruments necessary or appropriate to consummate the Transaction.

Seller's attorney will prepare the Sale Agreement consistent with the terms and conditions of this letter. Each party will be responsible for its own costs and expenses incurred in connection with this letter.

Part Two – Binding Provisions

The binding provisions set forth in this Part Two (Sections 3-5; collectively, the "Binding Provisions") are legally binding and enforceable against Seller and Buyer.

3. No Exclusivity. Unless and until Seller and Buyer enter into the Sale Agreement, Seller may accept and negotiate proposals from any person or entity relating to the sale and/or use of the Property without notice to Buyer.

4. Term; Termination. This letter will terminate upon the earliest to occur of the following: (a) upon the parties' mutual execution of the Sale Agreement; and/or (b) at any time by either party upon 10 days' prior written notice by the party to the other party. Upon termination of this letter, the parties will have no further rights or obligations hereunder.

5. Miscellaneous.

5.1 Provisions; Third-Party Beneficiaries; Costs and Expenses. The Nonbinding Provisions are not legally binding or enforceable against Seller or Buyer. No binding obligation will exist with respect to the subject matter of the Nonbinding Provisions unless and until the parties sign the Sale Agreement, and then only to the extent such obligations are set forth in the Sale Agreement. The Binding Provisions will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit. The parties do not intend to confer any right or remedy on any third party. Notwithstanding anything contained in this letter to the contrary, Buyer will pay all fees, costs, and expenses incurred in connection with Buyer's construction on, use of, and occupancy of the Property.

5.2 Severability; Assignment; Binding Effect. Each provision contained in this letter will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law. Buyer will not assign this letter to any person without Seller's prior written consent. Subject to the immediately preceding sentence, this letter will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit. This letter may be amended only by a written agreement signed by each party.

5.3 Attorney Fees; Governing Law. With respect to any dispute relating to this letter, or if a suit, action, arbitration, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this letter, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, the prevailing party will be entitled to recover from the losing party its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, and expenses incurred in connection therewith, as determined by the judge or arbitrator at trial, arbitration, or other proceeding, or on any appeal or review, in addition to all other amounts provided by law. This letter is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Any action or proceeding arising out of this letter will be litigated in courts located in Grant County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Grant County, Oregon.

5.4 Attachments; Notices. Any exhibits, schedules, instruments, documents, and other attachments referenced in this letter are part of this letter; provided, however, if any exhibits, schedules, instruments, documents, and/or other attachments conflict with the terms of this letter, the terms of this letter

will control. All notices or other communications required or permitted by this letter must be in writing, must be delivered to the parties at the addresses first set forth above, or any other address that a party may designate by notice to the other party, and are considered delivered upon actual receipt if delivered personally, by fax or email (with electronic confirmation of delivery), or a nationally recognized overnight delivery service, or at the end of the third business day after the date of deposit if deposited in the United States mail, postage pre-paid, certified, return receipt requested.

5.5 Waiver; Entire Agreement. No provision of this letter may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by Seller and Buyer. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this letter will be deemed a waiver of other provisions or conditions hereof. This letter contains the entire agreement and understanding between the parties with respect to the subject matter of this letter and contains all the terms and conditions of the parties' agreement and supersedes any other oral or written negotiations, discussions, representations, or agreements. The parties may execute this letter in separate counterparts, each of which when executed and delivered will be an original, but all of which together will constitute one and the same instrument. Facsimile or email transmission of any signed original letter will be the same as delivery of an original. At the request of either party, the parties will confirm facsimile or email transmitted signatures by signing and delivering an original letter.

With the exception of the Binding Provisions (Part Two), this letter does not constitute a binding agreement between the parties. This letter is an expression of the mutual intent and desires of the parties as to certain aspects of the Transaction. However, the parties agree that there are material terms as to which agreement has not been reached and this letter is not to be construed as a definitive contract. This letter is subject to the parties' execution of the Sale Agreement. It is expressly understood and agreed that (a) no liability or binding obligation is intended to be created between or among any of the parties to this letter, except with respect to the Binding Provisions, and (b) other than with respect to the Binding Provisions, any legal rights and obligations between or among any of the parties to this letter will come into existence only upon the parties' execution and delivery of the Sale Agreement, and then only in accordance with the terms and conditions of the Sale Agreement.

If the above general terms and conditions are acceptable to you, kindly sign both copies of this letter. Retain one copy for your files and return the second signed copy to me. I look forward to a successful relationship with you and await your early response. This letter will be deemed null and void if not signed by you (below) and received by me on or before 5:00 p.m. on _____, 2021.

Sincerely,

Nicholas Green, City Manager

cc: Jeremy M. Green, Bryant, Lovlien & Jarvis, P.C.

Acknowledgement and Acceptance

The undersigned (a) has read and understands the terms of this letter, and (b) agrees that the general sale transaction terms and conditions contained in this letter are acceptable.

By: _____
Its: _____

Exhibit A

Property – Description and Depiction

[attached]

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") is dated _____, 202__, but made effective for all purposes as of _____, 202__ (the "Effective Date"), between City of John Day ("Seller"), an Oregon municipal corporation, whose address is 450 East Main Street, John Day, Oregon 97845, and _____ ("Buyer"), whose address is _____.

RECITALS:

A. Seller owns certain real property consisting of approximately ____ acres commonly known as Lot ____, Grant County Airport Industrial Park, as more particularly described on the attached Exhibit A, together with all fixtures and improvements located thereon (collectively, the "Property").

B. Seller agrees to sell the Property to Buyer and Buyer agrees to purchase the Property from Seller, subject to the terms and conditions contained in this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions.

Unless defined elsewhere in this Agreement, capitalized terms contained in this Agreement have the meanings assigned to them in the attached Appendix A.

2. Sale of Property.

2.1 Sale of Property; Earnest Money. Subject to the terms and conditions contained in this Agreement, Buyer will purchase the Property from Seller and Seller will sell the Property to Buyer. The purchase price for the Property is \$_____ (the "Purchase Price"). Within ten (10) days after the Effective Date, Buyer will pay the Earnest Money to Seller. The Earnest Money will be applied to the Purchase Price at Closing. The Earnest Money will be non-refundable and unconditionally released to Seller after payment.

2.2 Payment of Purchase Price; No Proration; Escrow Fees. At the Closing, Buyer will pay the Purchase Price as follows: (a) the Earnest Money will be applied to the Purchase Price; and (b) Buyer will pay the balance of the Purchase Price (\$_____) by cash, cashier's check, or wire transfer to an account specified by Seller. Notwithstanding anything contained in this Agreement to the contrary, Buyer will pay all real property and other taxes concerning or related to the Property and/or Transaction; Seller is a tax-exempt municipal corporation and will not pay any real property and/or other taxes concerning or related to the Property and/or Transaction. Buyer will pay any escrow fees charged by Title Company.

2.3 AS-IS Transaction. At the Closing, Seller will sell and convey the Property to Buyer subject to any Encumbrances that may affect or concern the Property. **BUYER ACKNOWLEDGES AND AGREES THAT BUYER IS BUYING THE PROPERTY "AS IS" AND "WITH ALL FAULTS AND DEFECTS" AS OF THE CLOSING DATE, WITHOUT ANY SELLER REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, EXCEPT AS OTHERWISE PROVIDED IN SECTION 3 BELOW, AND/OR STATUTORY, OF ANY KIND WHATSOEVER. SELLER HAS NO OBLIGATION TO REPAIR, IMPROVE, AND/OR CORRECT ANY PROPERTY CIRCUMSTANCES, CONDITIONS, AND/OR DEFECTS. BUYER ACKNOWLEDGES AND AGREES THAT SELLER DISCLAIMS (A) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, AND (B) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. BUYER ASSUMES RESPONSIBILITY AND RISKS OF ALL PROPERTY DEFECTS AND CONDITIONS. BUYER IS MAKING BUYER'S OWN DETERMINATION REGARDING THE PROPERTY'S VALUE AND/OR USE. BUYER AND SELLER ACKNOWLEDGE AND**

AGREE THAT THIS DISCLAIMER HAS BEEN SPECIFICALLY NEGOTIATED AND IS A MATERIAL INDUCEMENT TO SELLER'S AGREEMENT TO SELL THE PROPERTY TO BUYER.

Buyer's Initials _____

3. Seller Representations; Warranties. **Except for the express representations and warranties contained in this Section 3, Seller expressly excludes all representations and warranties with respect to the Property and/or Transaction, express and implied, including, without limitation, the warranty of merchantability, the warranty of fitness for a particular purpose, and any warranties that may have arisen from course of dealing or usage of trade.** Subject to the immediately preceding sentence (and as otherwise provided under this Agreement), Seller represents and warrants to Buyer as follows:

3.1 Authority; Binding Obligation; No Conflicts. Seller has full power and authority to sign and deliver this Agreement and to perform all Seller's obligations under this Agreement. The execution, delivery, and performance of this Agreement constitutes a valid and binding agreement of Seller. Seller's execution, delivery, and performance of this Agreement will not result in a breach or violation of, nor constitute a default under, any agreement, law, judgment, or order.

3.2 Brokers; Non-foreign Person. Seller has not incurred any liability or obligation, whether contingent or otherwise, for a brokerage commission, a finder's fee, or any other similar payment in connection with this Agreement and/or the Transaction. Seller is not a "foreign person" for purposes of Section 1445 of the Internal Revenue Code.

4. Buyer's Representations; Warranties; Covenants. In addition to all other Buyer representations, warranties, and/or covenants contained in this Agreement, Buyer represents, warrants, and covenants to Seller as follows:

4.1 Authority; Binding Obligation; No Conflicts. Buyer has full power and authority to sign and deliver this Agreement and to perform all Buyer's obligations under this Agreement. The execution, delivery, and performance of this Agreement constitutes a valid and binding agreement of Buyer. Buyer's execution, delivery, and performance of this Agreement will not result in a breach or violation of, or constitute a default under, any agreement, law, judgment, and/or order, and/or require the consent, authorization, and/or approval of any person, including, without limitation, any governmental body.

4.2 Buyer Due Diligence.

4.2.1 Buyer has knowledge and experience in real estate and land use matters necessary to make Buyer capable of evaluating the merits and risks of the Transaction, entering into this Agreement, and purchasing and owning the Property. Buyer has had the opportunity to ask questions and receive answers concerning the Property, Transaction, this Agreement, and all other information deemed necessary or appropriate by Buyer concerning Buyer's acquisition of the Property and Transaction. Buyer has entered into this Agreement based on its own examination, personal knowledge, and opinion of the Property's value.

4.2.2 Prior to the Closing, Buyer completed (or knowingly waived Buyer's opportunity to complete) an inspection and evaluation of the Property concerning, among other things, structural conditions, soil conditions/compaction, stability, environmental issues (e.g., contamination), zoning, encroachments, condition of title, encumbrances, and/or suitability of the Property for Buyer's intended purpose. Buyer has not relied on any representations or warranties made by Seller other than those specified in Section 3 of this Agreement. Seller has made no promise or agreement to repair, alter, construct, and/or improve the Property, or any part thereof (including any structure on the Property).

Buyer's Initials _____

4.3 No Brokers or Finders; Accuracy. Buyer has not incurred any liability or obligation, whether contingent or otherwise, for a brokerage commission, finder's fee, or any other similar payment in connection with this Agreement and/or the Transaction. None of Buyer's representations or warranties contains any untrue statement of a material fact or omits or misstates a material fact necessary to make the statements contained herein not misleading.

[Alternate: 4.5 Broker Representation. Buyer and Seller acknowledge having received the Oregon Real Estate Initial Agency Disclosure Pamphlet required under Oregon law and hereby acknowledge that _____, represents Buyer exclusively in this Transaction. At the Closing, Seller will pay the licensee the Brokerage Commission; no further brokerage commissions will be paid to the licensee by either Seller.]

4.4 Title Insurance. Seller will not obtain and/or purchase title insurance concerning the Property for or on behalf of Buyer. If Buyer desires to obtain title insurance concerning the Property, Buyer must purchase the title insurance at Buyer's cost and expense.

5. Seller Closing Conditions. Notwithstanding anything contained in this Agreement to the contrary, Seller's obligation to sell the Property to Buyer and close the Transaction is conditioned on the satisfaction by Buyer or waiver by Seller of each of the following conditions, all of which are intended solely for the benefit of Seller: (a) each of Buyer's and Seller's representations and warranties contained in this Agreement must be true and accurate as of the Effective Date and Closing Date; (b) Buyer must have performed and complied with Buyer's covenants contained in this Agreement to the extent arising or applicable before the Closing; and (c) no action, arbitration, audit, hearing, investigation, litigation, suit, and/or other proceeding may be pending or threatened against Buyer and/or the Property as of the Effective Date or Closing Date.

6. Buyer Covenants Before Closing. In addition to any other Buyer covenants contained in this Agreement, Buyer covenants to Seller as follows before the Closing:

6.1 Notification. Until the Closing or earlier termination of this Agreement, Buyer will promptly notify Seller if Buyer obtains knowledge of (a) any breach by Buyer of any representation or warranty provided by Buyer under this Agreement, (b) the occurrence after the Effective Date of any fact or condition that would cause Buyer to breach any representation or warranty under this Agreement if the representation or warranty were made by Buyer as of the date of the occurrence, and/or (c) any breach by Buyer of any covenant contained in this Agreement.

6.2 Filings; Notices; Consents. Buyer will make all filings and give all notices that Buyer is required to make and give to close the Transaction. Buyer will cooperate with Seller with respect to all filings and notices that Seller is required to make and give to close the Transaction. Buyer will use commercially reasonable efforts to obtain all consents, authorizations, and approvals that Buyer is required to obtain to close the Transaction. Buyer will cooperate with Seller with respect to all consents, authorizations, and approvals that Seller is required to obtain to close the Transaction. Buyer will use commercially reasonable efforts to cause the conditions in Section 6 to be satisfied.

7. Closing.

7.1 Closing. The Closing will take place at the offices of the Title Company on the Closing Date or any other place or time that the parties may agree in writing; provided, however, in no event will the Closing occur after the Drop-Dead Date. If Closing does not occur on or before the Drop-Dead Date, this Agreement will automatically terminate and, subject to the terms and conditions contained in this Agreement, neither party thereafter will have any further rights or obligations under this Agreement; provided, however, if the Closing did not occur because of a default by Buyer, Seller will have all rights and remedies available under this Agreement and applicable law.

7.2 Closing Obligations. At the Closing, Buyer will deliver the following to Seller: (a) the Purchase Price (or unpaid balance thereof) by cash, cashier's check, certified check, or wire transfer to an account specified by Seller; and (b) such other deeds, instruments, and other documents that Seller determines necessary or appropriate to consummate the Transaction, in form and substance acceptable to Seller. At the Closing, Seller will deliver the following to Buyer: (y) the Deed; and (z) possession of the Property.

7.3 Costs and Expenses. Buyer will pay all costs, charges, and expenses associated with the Transaction and Seller's transfer and conveyance of the Property to Buyer, including, without limitation, attorney fees and costs, escrow fees and costs, closing costs, and recording fees. To the extent such costs, charges, and expenses are not paid at Closing, Buyer will pay the costs, charges, and expenses immediately upon Seller's demand.

8. Default; Indemnification.

8.1 Default. Buyer will be in default under this Agreement if Buyer breaches and/or otherwise fails to perform any Buyer representation, warranty, covenant, and/or obligation contained in this Agreement, time of payment and performance being of the essence. Upon occurrence of a default, Seller will have all rights and remedies available under this Agreement (and all other Transaction Documents), at law, and/or in equity, including, without limitation, the right of specific performance. All available remedies are cumulative and may be exercised singularly or concurrently.

8.2 Release and Indemnification. Buyer releases and will defend, indemnify, and hold Seller and each Seller Representative harmless for, from, and against all claims, actions, proceedings, damages, liabilities, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of, whether directly or indirectly, the following: (a) Buyer's occupancy, possession, repair, maintenance, ownership, and/or use of the Property, including, without limitation, use of the Property by any contractor, representative, tenant, and/or invitee of Buyer and/or any other person; (b) the exercise of any remedy available to Seller under this Agreement; (c) any inaccuracy of any Buyer representation, warranty, and/or covenant made in this Agreement; and/or (d) Buyer's breach and/or failure to perform any Buyer representation, warranty, covenant, and/or obligation contained in this Agreement. Buyer's indemnification covenants contained in this Section 8.2 will not merge with or into the Deed but will survive the Closing.

9. Miscellaneous.

9.1 Termination; Survival; Time of Essence. The termination of this Agreement, regardless of how it occurs, will not relieve a party of obligations that have accrued before the termination. If the Closing occurs, Buyer's representations, warranties, covenants, and indemnity obligations arising under or made in this Agreement will survive the closing of the Transaction and will not merge with or into any deed(s) granted as part of the Transaction. Time is of the essence with respect to Buyer's obligations under this Agreement.

9.2 Binding Effect; Notices. Subject to Section 9.7, this Agreement will be binding on and will inure to the benefit of Seller, Buyer, and their respective heirs, legal representatives, successors, and assigns. Any notice required under this Agreement must be in writing. Any notice will be deemed given when personally delivered or delivered by email or facsimile transmission (with electronic confirmation of delivery), or will be deemed given three business days following delivery of the notice by U.S. mail, postage prepaid, certified, return receipt requested, by the applicable party to the address of the other party first shown above (or any other address that a party may designate by notice to the other party), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed given on the next following business day.

9.3 Entire Agreement; Governing Law; Severability. This Agreement sets forth the entire understanding of the parties with respect to the Transaction. This Agreement supersedes all prior negotiations, discussions, agreements, and understandings between the parties with respect to the Transaction. This Agreement may not be modified or amended except by written agreement executed by the parties to this Agreement. This

Agreement will be construed, applied, and enforced in accordance with the laws of the State of Oregon. Any action or proceeding arising out of this Agreement will be litigated in courts located in Grant County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Grant County, Oregon. If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired.

9.4 Execution; Counterparts; Time. The parties may execute this Agreement in separate counterparts, each of which when executed and delivered will be an original, but all of which together will constitute one and the same instrument. Facsimile or email transmission of any signed original document will be the same as delivery of an original. At the request of any party, the parties will confirm facsimile or email transmitted signatures by signing and delivering an original document. If the date for performance of an obligation or delivery of any notice hereunder falls on a day other than a business day, the date for such performance or delivery of such notice will be postponed until the next ensuing business day. For purposes of this Agreement, a "business day" means a normal working day (i.e., Monday through Friday of each calendar week, exclusive of Federal and state holidays and one day following each of Thanksgiving, Christmas, and New Year's).

9.5 Person; Interpretation; Attorney Fees. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. With respect to any dispute relating to this Agreement, or if a suit, action, arbitration, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Agreement, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, the prevailing party will be entitled to recover from the losing party its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, and expenses incurred in connection therewith, as determined by the judge or arbitrator at trial, arbitration, or other proceeding, or on any appeal or review, in addition to all other amounts provided by law.

9.6 Statutory Warning. **THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.**

9.7 Further Assurances; Assignment; Waiver. The parties will sign other documents and take all other actions reasonably necessary to further effect and evidence this Agreement. Neither party may assign or delegate any of the party's rights or obligations under this Agreement to any person without the prior written consent of the other party, which the other party may not unreasonably withhold, delay, or condition. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision in this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.

[end of agreement – signature page immediately follows]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed and effective for all purposes as of the Effective Date.

SELLER:

City of John Day,
an Oregon municipal corporation

BUYER:

By: Nicholas Green, City Manager

Appendix A
Definitions

“Agreement” has the meaning assigned to such term in the preamble.

“Brokerage Commission” means _____.

“Buyer” has the meaning assigned to such term in the preamble.

“Buyer’s Representative(s)” means each present and future officer, assignee, manager, employee, agent, and/or authorized representative of Buyer.

“Closing” means the closing of the Transaction.

“Closing Date” means the date on which the Closing takes place.

“Deed” means a certain bargain and sale deed conveying the Property to Buyer, which deed will convey the Property to Buyer subject to all Encumbrances of record and will otherwise be in form and content satisfactory to Seller.

“Drop-Dead Date” means _____.

“Earnest Money” means \$ _____.00.

“Encumbrance(s)” means any lien, mortgage, pledge, security interest, reservation, restriction, adverse claim, and/or other encumbrance.

“Property” has the meaning assigned to such term under Recital A.

“Purchase Price” has the meaning assigned to such term under Section 2.1.

“Seller” has the meaning assigned to such term in the preamble.

“Seller’s Representative(s)” means each past, present, and future assignee, manager, employee, officer, contractor, agent, and/or authorized representative of Seller.

“Title Company” means _____.

“Transaction” means the purchase and sale of the Property, all as provided in this Agreement.

Exhibit A
Legal Description

The Property is legally described as follows:

