

RESOLUTION NO. 22-882-03

A RESOLUTION OF THE CITY APPROVING THE PURCHASE OF CERTAIN REAL PROPERTY FOR BROADBAND SERVICE DELIVERY.

WHEREAS, the City Council ("Council") of the City of John Day ("City"), an Oregon municipal corporation is designated as the Lead Agency for the Grant County Digital Network Coalition (the "Coalition"); and

WHEREAS, Coalition's board of directors ("Board") approved the purchase of certain real property and site improvements located at 300 Barnes Avenue, Seneca, OR 97873 (collectively, the "Property"); and

WHEREAS, City and Board wish to acquire the Property to provide broadband services for the City of Seneca;

NOW, THEREFORE, BE IT RESOLVED that City of John Day resolves as follows:

1. Findings. The above-stated findings contained in this Resolution No. 22-882-03 (this "Resolution") are hereby adopted.
2. Authorization; Purchase Price. City authorizes City's city manager to purchase the property, as more particularly described in the Purchase and Sale Agreement (Exhibit A).
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.

ADOPTED by the City Council of City of John Day and signed by the mayor this 22nd day of March, 2022.

Ron Lundbom, Mayor

ATTEST:

Nicholas Green, City Manager

Exhibit A

Purchase and Sale Agreement – 300 Barnes Avenue

[attached]

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") is dated March 15, 2022, but made effective for all purposes as of the Effective Date, between Mahogany Ridge Properties, LLC ("Seller"), Oregon Limited Liability corporation, whose address is 601 S. Canyon Blvd, John Day, Oregon 97845 and City of John Day ("Buyer"), an Oregon municipal corporation, whose address is 450 East Main Street, John Day, Oregon 97845.

RECITALS:

A. Seller owns certain real property located at 300 Barnes Avenue, Seneca, Oregon 97873 as more particularly described on the attached Exhibit A, together with all fixtures and improvements located thereon, if any (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 \$85,000.00 (the "Purchase Price"). Within ten (10) days after the Effective Date, Buyer will close on the purchase with Seller. The Prepaid Rent will be pro-rated and applied to the Purchase Price at Closing.

2.2 Payment of Purchase Price; Proration; Escrow Fees.

2.2.1 At the Closing, Buyer will pay the Purchase Price as follows: (a) the Pre-paid Rent will be applied to the Purchase Price; and (b) Buyer will pay the balance of the Purchase Price by check or wire transfer to an account specified by Seller. Subject to the terms and conditions contained in the Lease Agreement, all utilities, rents, and all other similar items and expenses with respect to the Property will continue to be paid by Buyer as of the Closing Date.

2.2.2 Buyer is a tax-exempt municipal corporation. Notwithstanding anything contained in this Agreement to the contrary, Buyer will not pay any real property taxes and/or personal property taxes related to or concerning the Property and/or this Transaction (Seller will pay all real property taxes and/or personal property taxes related to or concerning the Property and/or this Transaction). Seller and Buyer will each pay one-half (50%) of all escrow fees charged by Title Company. Seller will pay the costs of the Title Insurance.

2.3 AS-IS Transaction. At the Closing, Seller will sell and convey the Property to Buyer subject to all 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 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 (jointly and severally) 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 all other Transaction Documents) and to perform all Buyer's obligations under this Agreement (and all other Transaction Documents). The execution, delivery, and performance of this Agreement (and all other Transaction Documents) constitutes a valid and binding agreement of Buyer, enforceable in accordance with its terms. Buyer's execution, delivery, and performance of this Agreement (and all other Transaction Documents) will not result in a breach and/or violation of, nor 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. Buyer has not relied on any representations or warranties made by Seller other than those provided under Section 3 of this Agreement. Buyer has sufficient assets to ensure Buyer's timely performance of its obligations under this Agreement, including, without limitation, payment of the Purchase Price.

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. Based on this inspection and evaluation (or waiver of such inspection and evaluation), Buyer is knowingly, voluntarily, and without reservation accepting the Property in its **"AS-IS" AND "WITH ALL FAULTS AND DEFECTS CONDITION" AS OF THE CLOSING DATE**. 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).

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.

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 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; (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 and/or Closing Date; (d) Buyer must have caused the following items to be executed (as applicable) and/or delivered to Seller: (i) the items set forth in Section 7.2; and (ii) the Transaction Documents; and (e) Seller must have obtained all consents, authorizations, approvals, agreements, and instruments Seller may require to sell the Property to Buyer and consummate the Transaction.

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 Buyer's best efforts to cause the conditions in Section 7 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 be deemed terminated and, subject to the terms and conditions contained in this Agreement, neither party thereafter will have any further rights, remedies, and/or obligations with respect to the Property, each other, and/or this

Transaction; 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 Buyer – Closing Obligations. At the Closing, Buyer will deliver (or caused to be delivered) to Seller the following: (a) the Purchase Price by cash, cashier's check, or wire transfer to an account specified by Seller; and (b) such other consents, deeds, bills of sale, certificates of title, assignments, and other documents that Seller determines necessary or appropriate to consummate the Transaction, in form and substance satisfactory to Seller.

7.3 Seller – Closing Obligations. At the Closing, Seller will deliver the following to Buyer: (a) the Deed signed by Seller; (b) possession of the Property; and (c) a commitment from Title Company to issue the Title Insurance to Buyer.

7.4 Costs and Expenses. Seller 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 at closing.

8. Termination; Default; Indemnification.

8.1 Termination. In addition to all other termination events identified in this Agreement, this Agreement will terminate upon the earliest to occur of the following: (a) upon notice from either Buyer or Seller if Closing has not occurred on or before the Drop-Dead Date; (b) upon notice from Buyer to Seller if any condition to Buyer's obligation to close the Transaction has not been satisfied by Seller or waived by Buyer; or (c) upon notice from Seller to Buyer if any condition to Seller's obligation to close the Transaction has not been satisfied by Buyer or waived by Seller. Upon termination pursuant to this Section 8.1, this Agreement will be deemed terminated, the Earnest Money will be retained by Seller, and thereafter neither party will have any further rights, remedies, and/or obligations with respect to the Property, each other, and/or this Transaction; provided, however, if the Closing did not occur because of a default by Seller or Buyer, the non-defaulting party will have all rights and remedies available under this Agreement.

8.2 Default.

8.2.1 Subject to the terms and conditions contained in this Agreement, Seller will be deemed in default under this Agreement if Seller breaches and/or otherwise fails to perform any Seller representations, warranties, covenants, and/or obligations contained in this Agreement. Upon occurrence of Seller's default, Buyer may elect to terminate this Agreement and have the Earnest Money returned to Buyer as Buyer's sole and exclusive remedy; Buyer will not be entitled to any other rights or remedies due to Seller's default other than as specified under this Section 8.2.1.

8.2.2 Subject to the terms and conditions contained in this Agreement, Buyer will be in default under this Agreement if Buyer breaches and/or otherwise fails to perform any Buyer representations, warranties, covenants, and/or obligations contained in this Agreement, time of payment and performance being of the essence. Upon occurrence of Buyer's 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 to terminate this Agreement and/or the right of specific performance. All available remedies are cumulative and may be exercised singularly or concurrently. Notwithstanding anything contained in this Agreement to the contrary, Seller's termination of this Agreement will not preclude Seller from pursuing a claim for indemnification under Section 8.3.

8.2.3 Prior to declaring a party in default under this Agreement, the non-defaulting party will provide the alleged defaulting party prior written notice of the alleged default (the "Default Notice"), which Default Notice will specify with reasonable particularity the default the non-defaulting party believes exists. Commencing on the alleged defaulting party's receipt of the Default Notice, the alleged defaulting party will have ten (10) days within which to cure or remedy the alleged default(s) (the "Cure Period"). Notwithstanding anything

contained in this Agreement to the contrary, no Default Notice will be required to be provided by Seller to Buyer if Buyer fails to timely pay the Earnest Money and/or the Purchase Price.

8.3 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, development, repair, maintenance, ownership, and/or use of the Property, including, without limitation, development, possession, and/or use of the Property by any Buyer Representative; (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 8.3 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 the Deed. 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; Joint and Several. 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. Buyer's representations, warranties, and covenants made under this Agreement are made by each person constituting Buyer on a joint and several basis.

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

[Signature Page Follows]

SELLER:

Mahogany Ridge Properties, LLC

By:

BUYER:

City of John Day,
an Oregon municipal corporation

By: Nicholas Green, City Manager

Appendix A
Definitions

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

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

“Closing” means the closing of the Transaction.

“Closing Date” means _____, 2022.

“Cure Period” has the meaning assigned to such term in Section 8.2.3.

“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 (and will be prepared by Seller).

“Default Notice” has the meaning assigned to such term in Section 8.2.3.

“Drop-Dead Date” means June 16, 2022.

“Effective Date” means the date on which this Agreement is fully executed by the parties.

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

“Lease Agreement” means that certain Biannual Commercial Lease with Option to Buy entered into between Seller and Buyer effective January 1, 2021.

“Pre-paid Rent” means the \$6,600 paid in July 2021 for the period through June 30, 2022, which shall be pro-rated at the rate of \$18.08 per day, and the balance remaining from Closing Date through June 30, 2022 shall be credited to City at closing.

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

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

“Representative(s)” means each past, present, and future director, officer, shareholder, manager, member, assignee, employee, contractor, agent, and/or authorized representative of the identified party.

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

“Title Company” means Land Title Company of Grant County, Inc., 145 NE Dayton Street, John Day, Oregon 97845.

“Title Insurance” means a standard form ALTA Owner’s Policy of title insurance issued to Buyer that (a) covers the Property in the amount of the Purchase Price, and (b) insures title vested in Buyer subject to Title Company’s standard preprinted exceptions and all Encumbrances of record as of the Closing Date.

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

“Transaction Document(s)” means this Agreement, the Deed, and all other documents or instruments necessary to consummate the Transaction.

Exhibit A
Legal Description

The Property is legally described as follows:

A tract of land in the City of Seneca, Grant County, Oregon, as follows:

PARCEL 1 of LAND PARTITION PLAT NO. 2021-12, according to the plat thereof filed for record in the office of the clerk of said county and state on September 1, 2021.
(Tax Acct. 3-6 16-31-35CB TL300; Ref. 7923)