

**SALE AGREEMENT**

**Effective Date:** The date last signed below

**Seller:** Odger Gene Rawe  
c/o Joyce Lamb  
PO Box 901010  
Portland, OR 97206  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**Buyer:** Attn: Rachel Hagerty, Chief of Staff  
Tillamook County  
201 Laurel Ave.  
Tillamook, OR 97141  
Phone: 503-842-3404  
Email: *rhagerty@co.tillamook.or.us*

**Property:** Vacant land; no situs address  
Map and tax lot: 1S0929-00-01000, Tillamook County

**RECITAL**

Odger Gene Rawe ("**Seller**") desires to sell to Tillamook County ("**Buyer**") and Buyer desires to purchase from Seller certain real property identified as map and tax lot 1S0929-00-01000 (2022), Tillamook County, Oregon ("**Property**"), pursuant to the terms and conditions provided herein.

The term "**Property**" includes all rights and permits appurtenant to, or benefiting or associated with the Property, including but not limited to water rights and timber rights.

**AGREEMENT**

Now, therefore, for valuable consideration, the parties agree as follows:

**1.0 Recitals.** The Recitals above are hereby incorporated as terms of this Agreement, to the extent that they do not conflict with any other terms herein.

**2.0 Sale and Purchase.** Buyer agrees to purchase the Property from Seller and Seller agrees to sell the Property to Buyer for the sum of \$725,000.00 ("**Purchase Price**"), which amount shall be paid in cash (USD) at Closing (defined below).

**3.0 Earnest Money.** Buyer shall pay \$10,000.00 in earnest money ("**Earnest Money**") to the Escrow Agent (defined below) within five (5) business days of the Approval Date (defined below). All paid earnest money shall be credited to the Purchase Price at Closing.

**4.0 Closing.** Closing shall take place on or before later of: (i) ten (10) business days after satisfaction of all Pre-Closing Conditions (defined below), or (ii) January 31, 2023 ("Closing Date"). Closing shall occur at the Tillamook offices of Tigor Title Company with Stephanie Sanchelli as the escrow agent ("Escrow Agent"). The terms "Closing" shall mean when the Deed (defined below) is recorded and funds are available to Seller. Buyer and Seller acknowledge that for closing to occur by the Closing Date, it may be necessary to execute document and deposit funds in escrow prior to that date.

**4.1 Closing Costs and Fees.**

**4.1.1 Buyer's Obligation.** Buyer shall be responsible for (i) one-half of the recording fees imposed by the Tillamook County Recorder's Office for the Deed; (ii) one-half of the escrow fees imposed by the Escrow Agent, regardless of whether Closing occurs; (iii) any premiums for title coverage or endorsements over-and-above the policy described in Section 10; and (iv) Buyer's attorney and consultant fees, if any.

**4.1.2 Seller's Obligation.** Seller shall be responsible for (i) one-half of the recording fees imposed by the Tillamook County Recorder's Office for the Deed; (ii) one-half of the escrow fees imposed by the Escrow Agent, regardless of whether Closing occurs; and (iii) the premium for the title policy described in Section 10. The Parties agree that Seller's payment of the premium of the title insurance policy is not a "seller concession" under federal law.

**4.2 Property Taxes.** Real property taxes and assessments for the 2022-2023 tax year shall not be prorated at Closing. Instead, Seller shall be responsible for satisfying all such taxes and assessments at Closing.

**4.3 Escrow.** The Parties shall make all payments due under this Agreement to the Escrow Agent. By appropriate instructions, the Parties will direct the Escrow Agent to act according to the terms of this Agreement and, on the Closing Date, to close this transaction as described herein.

**5.0 Conditions Precedent to Seller's Obligations at Closing.** The obligation of Seller to proceed with Closing is subject to the fulfillment, prior to or at the Closing Date, of each of the following conditions. The conditions stated herein are solely for Seller's benefit and may only be waived by Seller in writing.

**5.1 Representations and Warranties.** All representations and warranties made in this Agreement by Buyer are true as of the Closing Date as though such representations and warranties had been made on and as of the Closing Date.

**5.2 No Default.** Buyer will have complied in all material respects with all terms and conditions of this Agreement to be complied with and performed by Buyer on or before the Closing Date.

OK

**6.0 Conditions Precedent to Buyer's Obligations at Closing.** The obligation of Buyer to proceed with Closing is subject to the fulfillment, prior to or at the Closing Date, of each of the following conditions. If any of the conditions described in this section are not satisfied, then except as otherwise provided below Buyer may terminate this Agreement; in the event of termination, Buyer shall receive a full refund of the Earnest Money. The conditions stated herein are solely for Buyer's benefit and may only be waived by Buyer in writing. Sections 6.1-6.4 shall together be referred to as the "Pre-Closing Conditions").

**6.1 Board Approval.** The Tillamook County Board of Commissioners approves this Agreement. If such approval is not received by December 15, 2022, then this Agreement shall automatically terminate without further notice.

**6.2 Due Diligence.** Buyer shall have until January 10, 2023 ("Due Diligence Period") to conduct its diligence with respect to the Property. During the Due Diligence Period, Buyer and/or its representatives, agents, and contractors may access to the Property without prior notice to Seller for purposes of inspecting the Property, at Buyer's sole expense, provided that Buyer shall not conduct any invasive testing, including, without limitation, environmental investigations of the Property beyond a Phase I environmental site assessment (*i.e.*, no sampling or drilling) or any testing likely to cause damage to the Property, without obtaining Seller's prior consent to such testing, which Seller shall not unreasonably withhold. Notwithstanding any provision herein to the contrary, Buyer may terminate this Agreement for any reason by providing written notice to Seller no later than five (5) business days after the end of the Due Diligence Period. If Buyer does not provide Seller with written notice of Buyer's termination of this Agreement in accordance with the preceding sentence, then Buyer shall be deemed to have waived this contingency.

**6.3 Appraisal.** Buyer receives an appraisal from a qualified appraiser showing a market value of the Property equal or exceeding the Purchase Price.

**6.4 Lease Approval.** Buyer either determines that the Property is not subject to any lease in favor of any third party, or Buyer negotiates a lease with terms satisfactory to Buyer with any third party who currently leases the Property.

**6.5 Secondary Access Easement.** Seller obtains an access easement for secondary or emergency access for the Property through the property identified as map and tax lot 150929-00-00800 in a form and with substance satisfactory to Buyer.

**6.6 Condition of Property.** The Property is in substantially the same condition as the Property was in on the Effective Date and, except as provided in Section 6.4, is not subject to a lease in favor of any third party.

**6.7 Representations and Warranties.** All representations and warranties made in this Agreement by Seller are true as of the Closing Date as though such representations and warranties had been made on and as of the Closing Date.

**6.8 No Litigation.** No suit, action, or other proceeding will have been threatened or instituted to restrain, enjoin, or otherwise prevent the consummation of this Agreement or the transaction contemplated by this Agreement.

**6.9 No Default.** Seller will have complied in all material respects with all terms and conditions of the Agreement to be complied with and performed by Seller on or before the Closing Date.

**6.10 Commitment for Title Insurance.** Seller must have received a commitment for the issuance of the policy of title insurance as described in Section 11

**7.0 Preliminary Title Report.** Within five (5) days after full execution of this Agreement, Seller shall order from the Escrow Agent a preliminary title report showing the condition of title to the Property, together with copies of all exceptions listed therein ("**Title Report**"). Buyer shall have ten (10) business days from receipt of the Title Report to notify Seller, in writing, of Buyer's disapproval of any exceptions shown in the Title Report. Those exceptions not objected to by Buyer are referred to below as the "**Permitted Exceptions**". Notwithstanding any provision herein to the contrary: (a) zoning ordinances, building restrictions, taxes due and payable for the current tax year, and reservations in federal patents and state deeds shall be deemed allowed exceptions not subject to disapproval, and (b) monetary encumbrances or liens shall be deemed automatically disallowed and shall be paid or discharged by the Sellers at or prior to Closing. If Buyer notifies Seller of disapproval of any exceptions, Seller shall have five (5) days after receiving the disapproval notice to either remove the exceptions or provide Buyer with reasonable assurances of the manner in which the exceptions will be removed before the transaction closes. If Seller does not remove the exceptions or provide Buyer with such assurances, Buyer may terminate this Agreement by written notice to Seller given within three (3) days after expiration of such 5-day period, in which event the Earnest Money shall be refunded to Buyer and this Agreement shall be null and void. The parties agree that, if necessary, the Closing Date shall be automatically extended to the sooner of five (5) days after the passage of the time periods specified in this Section or an earlier date mutually agreeable by the parties.

**8.0 Seller's Disclosure Statement.** The Seller shall be obligated to provide Buyer with an OREF vacant land property disclosure statement.

**9.0 Deed.** At Closing, Seller shall execute a Statutory Warranty Deed in a form approved by Buyer's attorney conveying the Property to Buyer ("**Deed**").

**10.0 Title Insurance.** Within 15 days after closing, Seller shall furnish Buyer with a standard owner's American Land Title Association (ALTA) policy of title insurance in the amount of the Purchase Price, standard form, insuring Buyer as the owner of the Property subject only to the usual printed exceptions and the Permitted Exceptions. Buyer may, at its sole expense, pay for the additional premium associated with any extended title insurance or endorsements.

**11.0 Possession.** Buyer shall be provided with full possession of the Property at Closing.

OR

**12.0 Property Included.** All improvements, landscaping and vegetation located on the Property as of the Effective Date are included in this transaction.

**13.0 Binding Effect; Assignment.** This Agreement is binding on and will inure to the benefit of Seller, Buyer, and their respective heirs, legal representatives, successors, and assigns. Buyer may assign its rights under this Agreement with written notice to Seller.

**14.0 Section 1031 Like-Kind Exchange.** If either party intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing an exchange.

**15.0 Representations and Warranties.** The parties each represent and warrant that he/she/it voluntarily accepts this Agreement and all exhibits thereto, and executes it on the basis of each party's own judgment, belief, and knowledge of the value of the Property; that each party undertook extensive due diligence in reviewing and assessing the Property; that neither has been influenced to any extent whatsoever in executing this Agreement by any representations or statements regarding the value or condition of the Property, or any part or element thereof, made by the other party or any agent or representative of the other party; and that no representations as to the zoning and use restrictions nor as to the condition or state of repairs of or title to the Property to be transferred herein has been made by any party.

**16.0 Seller Warranties.** Seller represents and warrants as follows:

- 16.1** All improvements (if any) now on the Property are entirely within the boundary lines of the Property, and no improvements owned by any third party encroaches on the Property.
- 16.2** There are no unrecorded easements, assessments, licenses, leases, construction or mechanic's liens, or other rights or obligations in favor of Seller or any third party that affect or encumber the Property.
- 16.3** The Seller has no knowledge of the presence of lead or asbestos in any or part of any structure located on the Property.
- 16.4** Seller has no knowledge of any outstanding notices or orders from any governmental authority with respect to the condition of the Property or its repair, or with respect to any claim of a violation of any laws, ordinances, zoning codes, building codes or orders.
- 16.5** Seller has no knowledge of any notices or plans by any governmental entity or third party that may materially affect access to, or the use of, the Property.

OR

through no fault of the Buyer, the Earnest Money shall be refunded to Buyer and Buyer shall retain all other remedies at law or in equity.

**19.0 Attorney Fees.** In the event any action is instituted to enforce any part of this Agreement, the prevailing party shall recover from the losing party reasonable attorney fees incurred in such action as set by the arbitrator, trial court and, in the event of appeal, as set by the appellate court.

**20.0 Notices.** All notices and communications in connection with this Agreement shall be given in writing and shall be transmitted first class mail to the appropriate party at the address first set forth above. Any notice so transmitted shall be deemed effective on the date it is placed in the United States mail, postage prepaid. Either party may, by written notice, designate a different address for purposes of this Agreement. Additionally, notice by electronic mail at the addresses provided above shall also be acceptable, and transmittal of such notice shall be deemed effective on the date and time when the sender receives written acknowledgment of the recipient's receipt of the electronic mail.

**21.0 Third Party Beneficiary.** Nothing in this Agreement express or implied is intended to and shall not be construed to confer upon or create in any person (other than the parties hereto) any rights or remedies under or by reason of this Agreement, including without limitation, any right to enforce this Agreement. In no event shall Buyer have any liability to any broker used or employed by Seller.

**22.0 Mistake.** The parties hereby expressly assume the risk of any mistake of fact or law, and of any facts proven to be other than or different from the facts now known to any of the parties or believed by them to exist, and without regard to who may or may not be correct in any understanding of any fact or law relating to this transaction.

**23.0 Survival.** All representations and warranties herein, any indemnity obligations, and any other obligations provided herein of any party that require act or omission after Closing, shall not merge with the Deed and shall survive Closing.

**24.0 Entire Agreement; Amendments.** This Agreement sets forth the entire understanding of the parties with respect to the purchase and sale of the Property. This Agreement supersedes any and all prior negotiations, discussions, agreements, and understandings between the parties, and all contemporaneous verbal agreements between the parties. This Agreement may not be modified or amended except by a written agreement executed by both parties.

**25.0 No Offer.** By providing an unexecuted copy of this Agreement to any person, neither party will be deemed to have made an offer to sell or purchase or otherwise indicated its willingness to enter into any transaction with respect to the Property, and this Agreement will not be binding upon any party unless and until it has been fully executed and delivered by Seller and Buyer.

**26.0 Saturday, Sunday and Legal Holidays.** If the time for performance of any of the terms, conditions, and provisions hereof fall on a Saturday, Sunday, or legal holiday, then the time of performance will be extended to the next business day thereafter.

OR

**27.0 Invalidity of Provisions.** If any provision of this Agreement, or any instrument to be delivered by Buyer at closing pursuant to this Agreement, is declared invalid or is unenforceable for any reason, that provision will be deleted from the document and will not invalidate any other provision contained in the document.

**28.0 Legal Representation.** Michael Kittell of the law firm Breakwater Law represents only Buyer in this transaction. Seller is advised to seek independent legal counsel. The rule of construction that a written agreement is construed against the party preparing or drafting such agreement shall specifically not be applicable to the construction or interpretation of this Agreement.

**29.0 Counterparts; Electronic Signatures.** This Agreement may be signed in counterpart. Electronic signatures are acceptable and shall be treated as "wet-ink" signatures.

**30.0 Applicable Law.** This Agreement shall be construed, applied and enforced in accordance with the laws of the State of Oregon.

**31.0 Fire Protection District.** 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.

//

//

*(signatures to follow)*

//

//

//

//

//

OR

**SELLER**

Odger Gene Rawe  
Odger Gene Rawe  
Date: 11/30/2022

**BUYER**

DocuSigned by:  
Rachel Hagerty  
49F77D88B53CA4BB  
Tillamook County  
By: Rachel Hagerty, BOC Chief of Staff  
Date: November 28, 2022

APPROVED BY (to be signed after mutual acceptance):

\_\_\_\_\_  
Tillamook County Board of Commissioners  
By: David Yamamoto, Chair  
Date: \_\_\_\_\_