

Contract Review Sheet

Residential Real Estate Sale Agreement

PW-6306-24

Title: Purchase and Sale Agreement - Mill City (NSCSP)

Contractor's Name: Marion County

Department: Public Works Department

Contact: Alicia Jones

Analyst: Kathleen George

Phone #: (503) 373-4320

Term - Date From: Execution

Expires: Does not expire

Original Contract Amount: \$ 1,639,000.00

Previous Amendments Amount: \$ -

Current Amendment: \$ -

New Contract Total: \$ 1,639,000.00

Amd% 0%

Outgoing Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 50-0010 General Exemptions (IGAs Grants QRFs)

Department

Description of Services or Grant Award

Purchase and Sale Agreement between Marion County and the Lucas Joint Revocable Living Trust and Scott and Shelly Baughman in the amount of \$1,639,000.00 for a 12.25-acre portion of Tax Lot 09S03E32 00100 located in Linn County, Oregon.

Desired BOC Session Date: 10/30/2024

Contract should be in DocuSign by: 10/9/2024

Agenda Planning Date: 10/17/2024

Printed packets due in Finance: 10/15/2024

Management Update: 10/15/2024

BOC upload / Board Session email: 10/16/2024

BOC Session Presenter(s) Brian Nicholas

Code: Y

REQUIRED APPROVALS

DocuSigned by:



10/16/2024

Finance - Contracts

Date

Contract Specialist

Date

Legal Counsel

Date

Chief Administrative Officer

Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: October 30, 2024

Department: Public Works

Title: Purchase and Sale Agreement PW-6306-24

Management Update/Work Session Date: October 15, 2024 Audio/Visual aids

Time Required: 10 min Contact: Chris Einmo Phone: 971-375-6089

Requested Action: Approve Purchase and Sale Agreement PW-6306-24 between Marion County and the Lucas Joint Revocable Living Trust and Scott and Shelly Baughman in the amount of \$1,639,000.00 for a 12.25 acre portion of Tax Lot 09S03E32 00100 located in Linn County, Oregon.

Issue, Description & Background: Under Agreement SR2240, Business Oregon awarded \$50M in American Rescue Plan Act (ARPA) funds to Marion County for the purpose of constructing wastewater system improvements in the North Santiam River Canyon. This Project includes the construction of a new wastewater treatment plant to serve the cities of Mill City and Gates, a new interconnecting pressure main between the two cities, a new sewer collection system for Gates, and modifications to Mill City's existing sewer collection system. The purchased property will serve as the site for the new wastewater treatment plan and a relocated segment of Fairview Street, a Linn County Road.

Financial Impacts: All costs associated with the agreement will be paid using ARPA funds. There is no direct financial impact to Marion County.

Impacts to Department & External Agencies: The cities of Mill City and Gates will benefit from the construction of modern wastewater infrastructure, a critical need that has hampered wildfire recovery in the North Santiam River Canyon.

List of attachments: Purchase and Sale Agreement PW-6306-24

Presenter: Chris Einmo

Department Head Signature: DocuSigned by: Brian Nicholas 9793BA7ACD6D443...

PURCHASE AND SALE AGREEMENT

PW-6306-24

THIS PURCHASE AND SALE AGREEMENT, hereinafter referred to as the "**Agreement**", is made and entered into on the date all required signatures have been obtained by and between **Donna J. Berning, Trustee of the Lucas Joint Revocable Living Trust, dated November 5, 2019, as to an undivided 2/3 interest and Scott J. Baughman and Shelly J. Baughman, as tenants by the entirety as to an undivided 1/3 interest**, hereinafter called "**Seller**," and **Marion County**, a political subdivision of the State of Oregon, hereinafter called "**Purchaser**." Seller and Purchaser may be referred to herein jointly as the "**Parties**" and individually as "**Party**."

RECITALS:

- A. Seller is the owner of the Property, as defined in Section 1 below, which Purchaser has identified as a suitable site for public wastewater treatment, roadway and utility infrastructure. The Parties desire to enter into this Agreement to allow for construction of the proposed public infrastructure.
- B. Seller and Purchaser shall cooperate in good faith to finalize the real estate transaction described herein.
- C. This real property transaction is subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended January 4, 2005 (the "**Uniform Act**").

AGREEMENT:

In consideration of the mutual promises contained herein, the Seller and Purchaser agree as follows:

1. Description of Property

Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller certain portions of the real property and all improvements thereon, located in the county of Linn County, State of Oregon, which property is commonly referred to as **Tax Lot 09S03E32 00100**; certain portions thereof measuring 12.25 acres, more or less, having the legal description(s) as set forth in **Exhibits "A" and "B"**, which are attached hereto and incorporated herein by this reference (the "**Property**").

2. Purchase Price

Purchaser agrees to pay the sum of One Million Six Hundred Thirty-Nine Thousand dollars and zero cents (**\$1,639,000.00**) (the "**Purchase Price**") to Seller for the Property, **\$75,000.00** of which will be paid within fifteen (15) days of the execution of this Purchase and Sale Agreement, and the balance of the Purchase Price to be paid upon closing.

3. Escrow Closing

Within fifteen (15) calendar days of the completion of **OBLIGATIONS 1A and 1B**, as defined in Section 4 below, the Parties shall open an interest-bearing escrow account at Fidelity National

Title located at 500 Liberty St. SE, Suite 200, Salem, Oregon. Purchaser shall pay recording costs, title insurance premiums, and all other normal costs of sale. Outstanding encumbrances, including taxes and other interests accumulated at the time of closing, shall be paid out of the compensation in order to provide sufficient title to County. Seller shall be entitled to any interest accrued under the terms of this Agreement.

Subject to the satisfaction or waiver by Purchaser and Seller of the conditions set forth in this Agreement, the transaction shall close (the “**Closing Date**”) within forty-five (45) calendar days of the completion of **OBLIGATIONS 1A and 1B**, as further defined in **OBLIGATIONS 2A and 2B**, Section 4 below. For purposes of determining prorations, the Closing Date shall be the date upon which the deed(s) is(are) recorded. Purchaser shall be entitled to possession on the Closing Date.

4. Purchaser’s Obligations

OBLIGATION 1A – Upon execution of this agreement, Purchaser shall, at its sole expense, perform all work and prepare all documents necessary to divide **Tax Lot 09S03E32 00100** into four (4) new parcels, as follows:

PARCEL A – A parcel of approximately 10.15 acres, as described in Exhibits A and B, on which Purchaser intends to construct a new municipal wastewater treatment plant to serve the Mill City community.

PARCEL B – A linear parcel of approximately 2.10 acres, as described in Exhibits A and B, which Purchaser intends to dedicate to the public as public right-of-way for the realignment of SE Fairview Street.

PARCEL C – A parcel of approximately 1.18 acres measuring approximately 100 feet by 515 feet, the remainder of **Tax Lot 09S03E32 00100** located between Parcels A and B, which Seller intends to retain for residential development.

PARCEL D – The remainder of **Tax Lot 09S03E32 00100** exclusive of Parcels A, B and C, which Seller intends to retain for residential development.

Purchaser shall ensure that work under this Obligation is performed by an Oregon-licensed Professional Land Surveyor. Purchaser’s obligation includes, but is not limited to, the performance of all necessary field surveying activities; deed and title research; preparation of survey map(s) or plat(s); preparation of warranty deeds, exhibits and all other recording documents; and property monumentation. Purchaser shall pay all Linn County fees and shall be responsible to prepare all correspondence and perform all coordination associated with land division activities with Linn County

OBLIGATION 2A – Within forty-five (45) calendar days of the completion of **OBLIGATIONS 1A and 1B**, Purchaser agrees to purchase Parcels A and B from Seller at the agreed upon Purchase Price, according to the terms specified herein. Purchaser shall retain ownership of Parcels A and B and Seller shall retain ownership of Parcels C and D. Purchaser shall pay all fees, excluding Seller’s attorney fees, associated with the property sale.

OBLIGATION 3A – Upon completion of **OBLIGATIONS 2A and 2B** and at Purchaser’s sole expense, Purchaser shall dedicate Parcel B to the public as public right-of-way for roadway purposes and

petition Linn County to vacate the existing segment of SE Fairview Street right-of-way currently located on **Tax Lot 09S03E32 00100**. Purchaser intends to convey ownership of Parcel A to either Mill City or the North Santiam Canyon Sewer Authority when construction of the proposed wastewater treatment plant is complete.

Obligation 4A – Purchaser shall, at its sole expense, complete the municipal annexation process for Parcels A, B and C during the course of this Project, which may make Parcel C immediately developable once water and sewer services are available. Purchaser shall request R2 zoning for Parcel C in its land use permit application.

OBLIGATION 5A – Purchaser, at its sole expense, shall obtain all necessary permits, pay all fees and construct all roadway infrastructure specified by Linn County and Mill City associated with the realignment of SE Fairview Street within Parcel B. Such infrastructure shall include the following:

The Segment of Realigned Fairview Street Adjacent to Parcel C:

- Concrete curb and gutter, including driveway and pedestrian curb drops (both sides of realigned Fairview Street). Seller shall specify the number and locations of curb drops.
- Asphalt concrete pavement (full width between concrete curb and gutter).
- Stormwater infrastructure consisting of concrete catch basins, grated inlets, stormwater piping and outfall. Outfall shall be located on Parcel D and shall be located and configured in coordination with Seller.
- Fire Hydrants.
- One (1) bank of underground electrical ducts crossing realigned Fairview Street for future use in the installation of underground power to serve future residential development. The size and number of ducts shall be determined in coordination with Pacific Power.
- Two (2) 3-inch-diameter underground electrical ducts crossing realigned Fairview Street for future use in the installation of underground low voltage data and telecommunication systems to serve future residential development.

The Segment of Realigned Fairview Street Not Adjacent to Parcel C:

- Asphalt concrete pavement (full width).
- Stormwater infrastructure consisting of traversable ditches and water quality features necessary to satisfy permit requirements.

All Segments of Realigned Fairview Street:

- Municipal water infrastructure further defined in **OBLIGATION 6A**.
- Sanitary sewer infrastructure further defined in **OBLIGATION 7A**.

OBLIGATION 6A - Purchaser shall, at its sole expense, construct a municipal water main extension within realigned Fairview Street using a nominal pipe diameter of 12". The water main extension shall extend eastward from Mill City's existing water main located at the Remines Road / Fairview Street intersection to the northeast corner of Parcel B, then southward to the point of service for the proposed wastewater treatment plant, at or near the proposed plant entrance. Purchaser is not obligated to extend the water main to Kingwood Avenue. The water main extension shall include the following:

- Up to three (3) city water main laterals with valves at locations specified by Seller, such laterals shall terminate within five (5) feet of the Parcel B property line.
- Up to ten (10) residential city water service laterals with valves at locations specified by Seller, such laterals shall terminate seven (7) feet behind the curb. The number of service laterals shall be limited to the number of individual parcels that may be reasonably created adjacent to the proposed water main extension. Purchaser will not extend the proposed water main for the sole purpose of constructing additional service laterals.

OBLIGATION 7A – Purchaser shall, at its sole expense, construct a sanitary sewer main extension within realigned Fairview Street as specified by Mill City. The sewer main extension shall redirect sewer flow from Mill City’s existing wastewater treatment plant located on Remines Road to the proposed wastewater treatment plant on Parcel A. The sewer main extension shall extend eastward from Remines Road to the northeast corner of Parcel B, then southward to the point of entry onto Parcel A. The sanitary sewer main extension shall include the following:

- Up to three (3) sanitary sewer main laterals at locations specified by Seller, such laterals shall terminate within five (5) feet of the Parcel B property line and shall be capped for future extension.
- Up to (10) residential sanitary sewer service laterals at locations specified by Seller, such laterals shall extend ten (10) feet behind the curb and shall be capped for future service connection. The number of service laterals shall be limited to the number of individual parcels that may be reasonably created adjacent to the proposed sanitary sewer main extension. Marion County will not extend the proposed sanitary sewer main for the sole purpose of constructing additional service laterals.

OBLIGATION 8A – Purchaser shall construct perimeter fencing around the proposed wastewater treatment plant to provide a visual screen separating the property from surrounding residential properties.

OBLIGATION 9A – Purchaser shall construct one or more treatment basins on Parcel A to detain stormwater runoff generated by the proposed wastewater treatment plant site improvements.

OBLIGATION 10A – Purchaser shall maintain strict compliance with all DEQ permit obligations and convey these obligations to the receiving entity (Mill City or the North Santiam Sewer Authority) upon post-construction conveyance of the property.

OBLIGATION 11A - Purchaser shall construct the wastewater treatment plant in such a way that no sewage is visible off site and will operate effectively without sewage lagoons.

OBLIGATION 12A - Once landscaping is installed on Parcel A, Purchaser shall require the construction contractor to maintain the landscaping until the plant is turned over to the operating entity (Mill City or the North Santiam Sewer Authority) who will maintain the site thereafter. The proposed wastewater treatment site will not be used to store waste or debris nor as a public solid waste collection site.

OBLIGATION 13A – Purchaser shall coordinate with private utilities to design and construct the public infrastructure built under this Project to accommodate the utilities’ anticipated future installations. This commitment is limited to the extent to which the private utilities are willing to participate in such coordination. Purchaser cannot use public capital improvement funds to

construct private utilities and cannot delay design and construction of the overall Project to accommodate slow or non-responsive coordination by private utilities.

OBLIGATION 14A – Purchaser shall allow Seller to review the Project design documents related to the obligations described herein and to provide review comments and feedback. Purchaser shall coordinate with Seller the layout and configuration of design elements described in **OBLIGATIONS 5A, 6A and 7A** to be compatible with Seller’s residential development plan on adjacent properties.

5. Seller’s Obligations

OBLIGATION 1B – Seller agrees to sign all documents requiring property owner signature associated with **OBLIGATIONS 1A** within seven (7) calendar days of the presentation of such documents to Seller by Purchaser. Seller consents to allow Purchaser to submit all **OBLIGATION 1A** documents to Linn County and to pay all associated fees on behalf of Seller.

OBLIGATION 2B – Within forty-five (45) calendar days of the completion of **OBLIGATIONS 1A and 1B**, Seller shall sell Parcels A and B to Purchaser at the agreed upon Purchase Price and according to the terms specified herein. Seller shall not be entitled to any fees or compensation over and above the Purchase Price, excluding any additional reimbursements allowed under the Uniform Act.

OBLIGATION 3B – Seller shall not oppose the vacation by Linn County of the existing segment of SE Fairview Street right-of-way currently located on **Tax Lot 09S03E32 00100**.

OBLIGATION 4B – Seller shall participate in the coordination of Purchaser’s stormwater systems design (see **OBLIGATION 5A**).

OBLIGATION 5B – Seller shall specify the required locations for each main and service lateral described in **OBLIGATIONS 6A and 7A**.

6. Title Insurance

Purchaser reserves the right, at Purchaser’s sole discretion and at Purchaser’s sole expense, to require Seller to furnish a standard coverage ALTA Buyer’s policy of title insurance, with such endorsements as Purchaser may require, for the full value of the Purchase Price, showing a marketable title to said described premises to be vested in Seller, free and clear of all encumbrances. All monetary exceptions are hereby rejected, and Seller agrees to clear such exceptions at or before closing. Seller shall sign such documents as are necessary for the title company to issue the above referenced insurance.

7. Disbursement and Other Actions by Escrow Holder

At closing, the escrow holder shall do the following:

7.1. Funds – Disburse all funds deposited with the Escrow Holder by the Purchaser in payment of the purchase price as follows:

7.1.1 Deduct all items chargeable to the account of the Seller pursuant to this Agreement.

7.1.2 Retain the remaining balance of the funds, subject to the Federal Restrictions as set forth in Section 11 below.

7.2. Recording – Cause the deed(s), and any other documents that the Purchaser may direct to be recorded in the official records and obtain conformed copies for distribution to the Parties.

7.3. Title Policy – Issue the title policy to the Purchaser, if required by Purchaser.

7.4. Disbursement of Documents to Purchaser – Disburse to the Purchaser the FIRPTA certificate, and any other documents (or copies thereof) deposited into escrow by the Seller pursuant hereto.

8. Prorates

Real property taxes, if any, will be prorated as of closing. Seller shall be responsible for payment of any deferred taxes, penalties, or assessments, if any, up to the Closing Date. Seller shall pay all utilities through the Closing Date.

9. Deed

Upon payment in full of the purchase price at closing, Seller shall deliver to Purchaser at closing Warranty Deed(s) conveying the Property(ies) to Purchaser free and clear of all encumbrances.

10. Conditions for Benefit of Purchaser

Purchaser's obligation to close this Agreement is expressly conditioned upon Marion County Board of Commissioner approval of the purchase of the Property and the allocation of the Purchase Price for purchase of the Property after the completion of **OBLIGATIONS 1A and 1B**.

11. Satisfaction or Failure of Conditions

If the conditions to Purchaser's obligation to close are satisfied, the Parties shall proceed to close the transaction in accordance with the terms of this Agreement. If Seller, in Purchaser's sole discretion, does not satisfy the Seller's obligations specified under Section 5, and if Purchaser and Seller have not reached a written agreement in settlement thereof on or before the Closing Date, Purchaser may deliver to Seller a termination notice informing Seller of Purchaser's desire to terminate this Agreement. If such notice is delivered, all escrow funds shall be retained by Purchaser. Upon Purchaser's receipt thereof, neither Party hereto shall have any further rights against or obligations to the other under this Agreement, except as may be otherwise expressly provided herein.

12. Purchaser Representations

12.1. Authority of Purchaser – Purchaser is a local government entity, authorized to acquire real property on behalf of the public and to fulfill all Purchaser's obligations specified herein. Purchaser attests that the Purchase Price and all costs and fees assigned to Purchaser are budgeted expenses in Purchaser's current fiscal year budget.

- 12.2. Property Sold As-Is** – Purchaser recognizes the Property shall be sold as-is. Purchaser is solely responsible for verification that the Property is suitable for Purchaser’s development objectives, including the performance of all surface and subsurface explorations; site characterizations; and natural, historic and prehistoric resource surveys. Purchaser recognizes that Seller makes no claims or assurances regarding the suitability of the Property for development, including the presence or lack of any hazardous materials on or below the site.
- 12.3. Site Restoration** – Purchaser shall remove, at Purchaser’s sole expense, all temporary work installed by Purchaser on Parcels C and D, including but not limited to the removal of monitoring wells, infiltration test basins and test pits, and shall otherwise restore the site to its pre-project condition. Should Purchaser fail to complete the purchase of the Property, Purchaser shall also be responsible, at Purchaser’s sole expense, to remove all temporary work installed by Purchaser and restore Parcels A and B.

13. Seller Representations

- 13.1. Authority of Seller** – Seller has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby, and has obtained all necessary consents and approvals of all requisite parties to execute and perform this Agreement. The individuals executing this Agreement, and the instruments referenced herein on behalf of Seller and the partners, officers, or trustees of Seller, if any, have the legal power, right and actual authority to bind Seller to the terms and conditions hereof and thereof.
- 13.2. Property Ownership; Dispensation of Debts, Liens and Encumbrances** – Seller attests that it is the sole owner of the Property, holding title free and clear of any easements, liens, mortgages, loans, unpaid bills, claims, encumbrances, attachments, executions, or assignments for the benefit of creditors, or voluntary proceedings in bankruptcy or under any other debtor relief laws contemplated by, pending or threatened by or against Seller or otherwise affecting the Property. Seller has no knowledge of any litigation that is threatened against or affecting the Seller or the Property in any way, nor does Seller know or have reasonable grounds to know of any basis for the foregoing. Seller has not received notice pertaining to the violation of any law, statute, ordinance, rule, regulation, or deed restriction affecting the Property, and the Seller has no knowledge of any facts that might be a basis for any such notice. Seller agrees to convey title to the Property in accordance with the terms and conditions herein free of any and all interests, restrictions or encumbrances of any kind, including but not limited to those cited herein, and that Seller shall take all actions necessary to eliminate such interests, restrictions or encumbrances at Seller’s sole expense prior to the Closing Date.
- 13.3. Possession at Closing** – At closing there will be no Parties in possession of any portion of Parcels A and B, nor any Parties with any right to such possession, other than Purchaser. No person, corporation, or other entity other than Purchaser (by reason of this Agreement) has any right or option to acquire the Property or any portion thereof. There are no outstanding service or other contracts affecting the Property.

- 13.4. Purchaser's Right to Develop** – Seller agrees that, as a neighboring property owner to **Parcels A and B**, Seller shall not unreasonably oppose or voice opposition in any land use hearing, public meeting, or other public proceeding to the development of **Parcels A and B** by Purchaser as described herein, provided such development complies with Linn County code, state and federal law, and applicable permitting standards.
- 13.5. Seller's Maintenance of Property** – Seller represents that it will maintain the Property in a manner consistent with Seller's past practices until this Agreement is closed or escrow is terminated, whichever occurs earlier. Seller will not enter into any other agreement affecting the Property without Purchaser's prior written consent.
- 13.6. Access to Property by Purchaser** – Throughout the duration of this Agreement, Seller grants the right to Purchaser and Purchaser's employees, agents, consultants and contractors to access and enter upon the Property to perform site investigations and testing, subsurface exploration, geotechnical borings, install temporary groundwater monitoring wells and monitoring equipment, collect soil samples, perform hydraulic infiltration testing, install temporary water service for testing purposes, collect test data, perform resource surveys and other exploratory and investigatory work associated with the design and permitting of Purchaser's municipal sewer treatment plant and SE Fairview Street realignment project. Purchaser is prohibited from performing any permanent construction prior to the Closing Date.

14. Indemnification by Seller

Seller shall indemnify and hold harmless Purchaser, its successors, heirs, principals, officers, directors, employees, agents and assigns (for purposes of this Section, collectively "Purchaser") from and against any and all liability, loss, claim, damage or expense, including, without limitation, legal, accounting, consulting, engineering, and other expenses, to which Purchaser may become subject insofar as they may arise out of or are based upon:

- a. Any act or omission of Seller in its ownership and operation and management of the Property on or prior to the Closing Date; and
- b. Seller's breach of any representation and warranty contained in this Agreement or failure to perform any obligation contained in this Agreement to be performed by Seller.

15. Time of Essence

Time is of the essence of the performance of each of the obligations under this Agreement.

16. Remedies

The remedies set forth herein are exclusive. In the event the conditions precedent to Purchaser's obligations have occurred, and Purchaser fails to close the sale through no fault of Seller, then Seller's sole and exclusive remedy shall be Purchaser's payment of any costs incurred by Seller under the terms of this Agreement.

If the transaction fails to close because the conditions precedent to Purchaser's obligations have not occurred, or if Seller's title is not marketable, then this Agreement shall be of no further force or effect, and Purchaser shall pay for any escrow and title insurance charges.

In the event the conditions precedent to Seller's obligation to perform have occurred, and Seller, through no fault of Purchaser, fails to close this Agreement, then the Seller shall pay any escrow and title insurance charges and Purchaser may recover such damages as may be allowable in law and at equity; or Purchaser may elect to treat this Agreement as being in full force and effect, and Purchaser shall have the right to an action for specific performance or damages, or both. In addition to any other damages allowable, Purchaser shall be entitled to all of its out-of-pocket expenses incurred in connection with the transaction, including its due diligence costs and other expert expenses.

17. Foreign Investment in Real Property Tax Act

The Foreign Investment in Real Property Tax Act (FIRPTA), IRC §1445, requires every person who purchases U.S. real property from a foreign person to deduct and withhold from the Seller's proceeds, ten percent (10%) of the gross sales price, with certain exceptions. Seller and Purchaser agree to execute and deliver, as appropriate, any instrument, affidavit, or statement, and to perform any acts reasonably necessary to carry out the provisions of FIRPTA.

18. Damage or Destruction

Until closing, the risk of loss shall be retained by Seller. In the event all or any material portion of the Property is damaged or destroyed through no action or fault of Purchaser or Purchaser's employees, agents, consultants or contractors prior to the close of escrow, including but not limited to Acts of God, the actions of third-parties, and the action or inaction of Seller, Purchaser may terminate this Agreement and this Agreement shall have no further effect.

19. Condemnation

Nothing in this Agreement shall be determined to mean that any agency of competent jurisdiction has waived its right to acquire the Property or any real property through eminent domain under Oregon Revised Statute.

20. Binding Effect/Assignment

This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, legal representatives and assigns. Purchaser may assign Purchaser's rights under this Agreement without Seller's prior written consent.

21. Notices

All notices required or permitted to be given hereunder shall be in writing and shall be personally delivered, or sent by overnight delivery service or by USPS Certified Mail, Return Receipt Requested, or by email to the address set forth below, with the original sent by U.S. Mail, addresses as set forth below:

Purchaser: Marion County Public Works
Attn: Brian Nicholas
5155 Silverton Road NE
Salem, OR 97305
bnicholas@co.marion.or.us
Donna Berning, Trustee

Seller: 720 Michael Way
Aumsville, OR 97325

Either Party hereto may, by proper notice to the other, designate such other address for the giving of notice as deemed necessary. All notices shall be deemed given on the business day such notice is personally delivered or sent by email, the business day following dispatch by overnight delivery service, or on the third day following the day such notice is mailed, if mailed in accordance with this Section.

22. Counterparts, Electronic Transmission and Electronic Signatures

This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Facsimile, email transmission or other means of electronic transmission of any signed original document, and retransmission shall be the same as delivery of an original. The Parties agree that this transaction may be conducted and closed by electronic means in accordance with the provisions of the Uniform Electronic Transactions Act ("UETA") as codified in ORS Chapter 84. At the request of either Party, the Parties shall confirm electronically transmitted original signatures or electronic signatures by signing an original document and providing the signed original to the requesting Party.

23. Interpretation

Headings at the beginning of each Section and Subsection are solely for the convenience of the Parties and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural, and the masculine shall include the feminine and vice versa.

24. Rule of Construction

Any rule of construction interpreting this instrument against its drafter shall be inapplicable. The recitals set forth above are, by this reference, incorporated into and deemed a part of this Agreement.

25. Reference

Unless otherwise indicated, all references to Sections and Subsections are to this Agreement. In the event the date on which Purchaser or Seller is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day. If one or more of the provisions of this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, then, to the extent consistent with the Parties' intent

hereunder, the validity, legality and enforceability of the remaining provisions of any other application thereof shall not be affected or impaired.

26. Governing Law and Venue

The Parties hereby submit to jurisdiction in Marion County, Oregon and agree that any and all disputes arising out of or related to this Agreement shall be litigated exclusively in the Circuit Court for Marion County, Oregon, and in no federal court or court of another county or state. Each Party to this Agreement further agrees that pursuant to such litigation, the Party and the Party's officers, employees, and other agents shall appear, at that Party's expense, for deposition in Marion County, Oregon.

IN WITNESS WHEREOF the Parties have executed this Agreement.

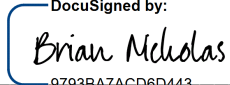
PURCHASER: MARION COUNTY

BOARD OF COMMISSIONERS:

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature:  10/16/2024
9793BA7ACD6D443...
Department Director or designee Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature:  10/16/2024
E4502AF8CAA542C...
Marion County Contracts & Procurement Date

SELLER:

By: _____ Date: _____
Donna J. Berning, Trustee

By: _____ Date: _____
Scott J. Baughman, Tenant

By: _____ Date: _____
Shelly J. Baughman, Tenant

**Exhibits A and B
Legal Descriptions and Exhibit Map**

EXHIBIT A

A unit of land situated in the northeast one-quarter of Section 32 and the southeast one-quarter of Section 29, Township 9 South, Range 3 East, of the Willamette Meridian, Linn County, Oregon, being a portion of that property described in Instrument Number 2006-05928 and 2006-30508, Linn County Deed Records, and more particularly described as follows:

Beginning at the intersection of the north and west lines of the northeast one-quarter of the northeast one-quarter of said Section 32;

thence, along the northerly extension of said west line, North 01°06'18" East, 60.00 feet to a line parallel with and 60.00 feet north of the north line of said Section 32;

thence, along said parallel line, South 89°25'19" East, 573.12 feet;

thence, South 00°25'49" West, 1009.96 feet;

thence, parallel with the north line of said Section 32, North 89°25'19" West, 585.01 feet to said west line;

thence, along said west line, North 01°06'18" East, 850.00 feet to a line parallel with and 100.00 feet south of the north line of said Section 32;

thence, along last said parallel line, South 89°25'19" East, 515.00 feet;

thence, North 00°25'49" East, 100.00 feet to the north line of said Section 32;

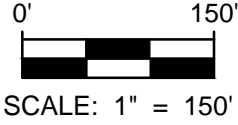
thence, along the north line of said Section 32, North 89°25'19" West, 513.82 feet to the Point of Beginning.

Containing 12.25 acres, more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
SEPTEMBER 12, 2017
STEVEN LEE HOWELL
91569

RENEWS: 6-30-2025



LUCAS/BAUGHMAN
INSTR. NO. 2006-05928
& INSTR. NO. 2006-30508
SEE ALSO INSTR. NO. 2018-17156

NORTH LINE OF SECTION 32

N01°06'18"E
60.00'

S89°25'19"E 573.12'

FAIRVIEW STREET
50'

PROPOSED 60' STREET DEDICATION (2.10 ACRES)

S89°25'19"E 513.82'

POINT OF BEGINNING

S01°06'18"W
100.00'

S00°25'49"W
100.00'

S89°25'19"E 515.00'

WEST LINE OF NE 1/4 OF THE NE 1/4 OF SECTION 32

N01°06'18"E 850.00'

SUBJECT AREA
10.15 ACRES

S00°25'49"W 849.97'

PROPOSED 60' STREET DEDICATION (2.10 ACRES)

S00°25'49"W 1009.96'

LUCAS/BAUGHMAN
INSTR. NO. 2006-05928
& INSTR. NO. 2006-30508
SEE ALSO INSTR. NO. 2018-17156

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
SEPTEMBER 12, 2017
STEVEN LEE HOWELL
91569

RENEWS: 6-30-2025

N89°25'19"W 525.01'

N89°25'19"W 585.01'

COUNTY ROAD 816
(ROAD BOOK 8, PAGE 409)
50'

EXHIBIT B

IN THE NE 1/4 OF SECTION 32,
TOWNSHIP 9 SOUTH, RANGE 3 EAST, W.M.
LINN COUNTY, OREGON
DATE: MARCH 11, 2024

SURVEYED FOR: KELLER ASSOCIATES



FFN SURVEYING

7230 3rd Street SE #145, Turner, OR 97392
P: (503) 558-3330 E: info@ffnsurveying.com

JOB NO.
23-452

SHEET
1/1