

SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

AGREEMENT OF SALE among Gloria Mcleod, Trustee, as Seller, and Tillamook County, a political subdivision of the State of Oregon, as Buyer.

1. **AGREEMENT TO SELL.** Seller agrees to sell, transfer and deliver to Buyer and Buyer agrees to purchase, upon the terms and conditions hereinafter set forth, the real property, together with the improvements thereon, as more particularly described upon Exhibit "A" attached hereto, which by this reference is incorporated herein (the "Real Property").

2. **PURCHASE PRICE.** The purchase price to be paid by Buyer is the sum of Three Thousand and 00/100 Dollars (\$3,000.00) in cash. The purchase price shall be payable as follows:

(a) Coincident with the execution of this Agreement the sum of Five Hundred and 00/100 Dollars (\$500.00) as earnest money to be held by Ticor Title Insurance in Tillamook, Oregon; and

(b) The remaining sum of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) to be paid at closing.

3. **THE CLOSING.** The "closing" shall mean the settlement of the obligations of Seller and Buyer to each other under this Agreement, including the payment of the purchase price to Seller as provided in paragraph 2 hereof and the delivery of the closing documents provided in paragraph 4 hereof.

(a) The closing shall be held at Ticor Title Insurance, Tillamook, Oregon.

(b) Closing shall occur on or before November 1, 2021 or as soon thereafter as practicable. Either party may request a thirty (30) day extension on the closing date.

(c) Buyer shall pay closing fees.

(d) Real and personal property taxes for the current tax year shall be prorated between Seller and Buyer as of the date of closing and Buyer shall make payment from that date forward on all real and personal property taxes.

(e) Buyer shall be entitled to possession of the real property immediately upon the closing of this transaction.

4. **CLOSING DOCUMENTS.** At the closing the parties shall execute and enter into:

(a) Statutory Warranty Deed to be given to Buyer after fulfillment of the total purchase price at closing.

5. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller represents and warrants:

(a) Seller represents that she is the fee title holders to the real property identified herein and have good and marketable title, and shall forthwith deliver to Buyer a purchaser's title insurance policy in the amount of Three Thousand and 00/100 Dollars (\$3,000.00) within ten (10) days from the date of closing, insuring Buyer against loss or damage sustained by Buyer by reason of the unmarketability of Seller's title or liens or encumbrances thereon, excepting matters contained in the usual printed exceptions in such title insurance policies.

6. NO OTHER REPRESENTATIONS.

(a) Buyer acknowledges that neither Seller nor any representative or agent of Seller have made any representation or warranty regarding the real property, or any matter or thing affecting or relating to this Agreement, except as specifically set forth in this Agreement.

(b) Further, Buyer certifies that this Agreement is accepted and executed on the basis of Buyer's own examination and personal knowledge of the real property and opinion of the value thereof; that no attempts have been made to influence Buyer's judgment; that no representations as to the condition or repair of said real property have been made by Seller, or by any agent of Seller; that no agreement or promise to alter, repair or improve said real property have been made by Seller, or by any agent of Seller; and that Buyer takes said real property in the condition "as is".

7. PRELIMINARY TITLE REPORT. Within five (5) days after the date of this Agreement, Seller shall furnish to Buyer a preliminary title report showing the conditions of title to the real property.

8. CONDITIONS TO CLOSING. The obligations of the parties to close hereunder are subject to the following conditions:

(a) Buyer's written approval of the preliminary title report within ten (10) days after the same has been furnished to Buyer.

(b) All representations or warranties of the other parties herein are true in all material respects as of the closing date.

(c) On the closing date, there shall be no liens or encumbrances against the real property.

The foregoing conditions may be waived in whole or in part by Buyer. These conditions shall be a condition precedent to Buyer's obligation to perform. Any waiver shall be in writing.

Unless waived, if any condition is not satisfied, this Agreement may be terminated at the option of Buyer by written notice in which event the earnest money shall be refunded to Buyer.

9. NOTICES. All notices, demands, and other communications required or permitted to be given

hereunder shall be in writing and shall be deemed to have been properly given if delivered by hand or by certified mail, return receipt requested, with postage prepaid, to Seller or Buyer, as the case may be, at their respective addresses set forth below, or at such other addresses as they may designate by notice given hereunder.

SELLER:

GLORIA MCLEOD, TRUSTEE
2851 N Four Seasons Lane
Casa Grande, Arizona 95122-5284

BUYER:

TILLAMOOK COUNTY
BOARD OF COMMISSIONERS
201 Laurel Avenue
Tillamook, Oregon 97141

10. ENTIRE AGREEMENT. This Agreement contains all of the terms agreed upon between Seller and Buyer with respect to the subject matter hereof. This Agreement has been entered into after full investigation.

11. CHANGES MUST BE IN WRITING. This Agreement may not be altered, amended, changed, modified, or terminated in any respect or particular unless the same shall be in writing signed by the party to be bound.

12. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

13. BINDING EFFECT. This Agreement shall not be considered an offer or an acceptance of an offer by Seller, and shall not be binding upon Seller until executed and delivered by both Seller and Buyer. Upon such execution and delivery, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, executors, administrators, and successors.

14. ATTORNEY FEES. In the event of any action to enforce any of the terms or conditions of this Agreement, the prevailing party or parties shall be entitled to recover from the other party or parties reasonable attorney fees to be fixed by a trial or appellate court.

15. REMEDIES. Time is of the essence of this Agreement. If this Agreement does not close, through no fault of Seller, prior to the close of business on the closing date specified above unless such failure to close is occasioned by failure of a condition precedent described in Section 8 above, Buyer shall forfeit the earnest money to Seller. If Seller cannot furnish marketable title at closing or otherwise fail to consummate this transaction, Buyer shall be entitled to all legal and equitable remedies allowed by law, including specific performance, and earnest money shall be refunded to Buyer.

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.

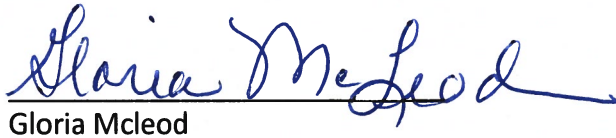
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

DATED: 9/27/2021

DATED: _____

SELLER:
GLORIA MCLEOD, TRUSTEE

BUYER:
TILLAMOOK COUNTY
BOARD OF COMMISSIONERS


Gloria McLeod

Mary Faith Bell, Chair

"Exhibit A"
Real Property Description

Tillamook County Assessor's taxlot known as:

Township 4 South, Range 11 West, Section 24DD, 6700