

REAL ESTATE PURCHASE AND SALE AGREEMENT

DATE: Sept. 15, 2016

SELLER: Mark Bierly and Julie Bierly
345 NE 6th Street
McMinnville, OR 97128

BUYER: Yamhill County, a political subdivision
of the State of Oregon
434 NE Evans
McMinnville, Oregon 97128

Pursuant to the terms of this Real Estate Purchase and Sale Agreement (this "Agreement") Seller desires to sell to Buyer and Buyer desires to buy from Seller the real property and all improvements thereon located in McMinnville, Oregon (the "Property"). The Property is more fully described on the attached Exhibit A; and a map showing the Property is attached as Exhibit B, all incorporated herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

Section 1. SALE AND PURCHASE. On the terms and conditions contained herein, Buyer shall buy the Property from Seller and Seller shall sell the Property to Buyer for the sum of SEVEN HUNDRED FORTY THOUSAND AND 00/100 Dollars, (the "Purchase Price"). Buyer shall pay the entire Purchase Price in cash and the deed shall be recorded transferring title to the Property to Buyer at closing ("Closing").

Section 2. EARNEST MONEY. Buyer, upon Seller's execution of this Agreement, shall deposit with Escrow Holder FIVE THOUSAND and 00/100 Dollars (\$5,000) in cash or other immediately available funds. If the sale hereunder is consummated in accordance with the terms hereof, the Earnest Money shall be applied to the cash portion of the purchase price to be paid by Buyer on at the Closing Date. In the event of default hereunder by Buyer, the Earnest Money shall be applied as provided herein.

Section 3. CLOSING. Subject to the terms and conditions of this Agreement, Closing shall take place fifteen (15) days after Seller's receipt of the Approval Notice (the "Closing Date") at the offices of First American Title, 775 NE Evans Street, McMinnville, Oregon ("Escrow Holder"). Each party shall pay one-half of the escrow fee and closing costs. All utilities, property taxes and assessments will be prorated as of the Closing Date. Any of the foregoing to the contrary notwithstanding, Buyer may require that the Closing take place at any date prior to the Closing Date upon delivery to Seller of not less than ten (10) business days' prior written notice.

Section 4. PRELIMINARY TITLE REPORT. Within ten (10) days after the date of mutual execution of this Agreement, Seller shall deliver to Buyer, at Seller's sole cost, a preliminary title report, including legible copies of all documents listed as exceptions to the title policy, prepared

by Escrow Holder showing the condition of title to the Property, together with copies of all exceptions listed therein (the "Title Report"). Within fifteen (15) business days after receiving the Title Report, Buyer shall review the Title Report and notify Seller in writing of those exceptions shown in the Title Report of which Buyer disapproves ("Buyer's Notice"). Buyer's failure to timely deliver Buyer's Notice shall be construed as Buyer's approval of all of the exceptions identified in the Title Report. Buyer shall accept title to the Property subject to those exceptions of which Buyer does not disapprove, which exceptions are referred to below as the "Permitted Exceptions." If Buyer disapproves of any exceptions, Seller shall have fifteen (15) business days after receiving Buyer's Notice to either: (a) remove such exception(s); or (b) provide Buyer with assurances satisfactory to Buyer in its sole discretion that such exception(s) will be removed before Closing. If Seller does neither (a) nor (b) in the fifteen (15) business day period, then Buyer may terminate this Agreement by written notice to Seller given at any time after the end of such fifteen (15) day period, or proceed to Closing and such exceptions shall be considered Permitted Exceptions.

Section 5. DAMAGE AND DESTRUCTION. Seller shall retain all risk of loss until the deed conveying the Property to Buyer is recorded in the real property records of Yamhill County, Oregon. If the Property incurs any material damage or destruction or if any material part of the Property is condemned or threatened with condemnation on or before the Closing Date, then Buyer may terminate this Agreement on written notice to Seller.

Section 6. COMMISSIONS. Each party represents and warrants to the other that it has not engaged any broker or finder in connection with this transaction. If any claim is asserted for a commission or fee of any type or kind other than as set forth in this Section 6, then the party whose statement, representation or agreement is the basis for such claim shall indemnify and hold the other party harmless from any cost, liability, or expense (including, without limitation, reasonable attorney fees) incurred as a result of such claim.

Section 7. CONDITIONS. Except as otherwise specified this Section 7, Buyer's obligation to purchase the Property is contingent upon Seller's receipt of Buyer's written notice of approval with respect to each of the conditions and documents identified in this Section 7 (the "Approval Notice"), on or before sixty (60) days after the full execution of this Agreement (the "Due Diligence Date"). Buyer's failure to timely deliver the Approval Notice shall terminate this Agreement with no further act required by either party, and upon such termination the Earnest Money shall be returned to Buyer.

7.1 Inspection and Due Diligence. Buyer may conduct due diligence and inspections of the Property and approval of the due diligence and inspections of the Property shall be in Buyer's sole discretion. Buyer's inspections may include, but are not limited to, review of applicable zoning and restrictive covenants, and environmental, soils, structural, and asbestos inspections and testings. Buyer and its agents shall have full access to the Property for the purpose of conducting Buyer's inspections; provided that in conducting its inspection, Buyer shall not unreasonably interfere with the business and operations of Seller. In addition, Buyer will have reasonable access to the Property at Closing to confirm that it is in substantially the same condition on the Closing Date as it was when inspected. Seller agrees to cooperate with Buyer in connection with investigations and/or studies and agrees to execute any and all documents that might reasonably be required in order to obtain any necessary governmental authority or consent with respect to the above-described matters.

7.2 Repair. Buyer shall repair any damage done to the Property by such inspection and testing and, subject to Article II, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, shall indemnify and hold Seller harmless from any liability arising out of or related to such

inspection and testing but Buyer shall have no liability for the disclosure of the results of any such inspections or testings as may be required by applicable law, whether disclosed by Buyer, Seller or the party conducting the testing or inspection. In no event shall Buyer be required to remediate Hazardous Substances (hereinafter defined) or cure any Environmental Law (hereinafter defined in Section 12.9) violations discovered during Buyer's inspection and testing of the Property.

7.3 Zoning and Covenants, Conditions and Restrictions. Buyer's obligation to close is contingent on Buyer's approval, in Buyer's sole discretion, of any applicable zoning regulations and any applicable private regulation, including without limitation, relevant covenants, conditions and restrictions.

7.4 Leasehold Interests. Buyer's obligation to close is contingent on Buyer's approval, in Buyer's sole discretion, of any existing leasehold interests on the Property. Within five (5) days after the date of mutual execution of this Agreement, Seller shall deliver to Buyer complete and legible copies of all leases and leasehold documents in Seller's possession or under Seller's control regarding the Property. Prior to the Closing Date, Seller agrees to cooperate with Buyer to reach a mutually acceptable agreement regarding Buyer's approval of the leases any leasehold interests and any conditions under which the same will be assumed or assigned. In the event such written agreement cannot be reached prior to the Closing Date, all Earnest Money shall be returned and this transaction shall be terminated. This condition is for the benefit of both Buyer and Seller and may not be waived by either party without the other's written consent.

Buyer and Seller also acknowledge and agree that, prior to the Closing Date, the parties shall cooperate in an attempt to reach a mutually acceptable written agreement pursuant to which Seller will continue to lease office space currently occupied by Seller located on the Property. In the event such written agreement cannot be reached prior to the Closing Date, all Earnest Money shall be returned and this transaction shall be terminated. This condition is for the benefit of both Buyer and Seller and may not be waived by either party without the other's written consent.

7.5 Waiver. The conditions in this Section 7 are solely for the benefit of Buyer and may be waived only by Buyer in a signed writing delivered to Seller. The waiver by Buyer of any condition shall not relieve Seller of any liability or obligation with respect to any representation, warranty or covenant of Seller.

7.6 Title Policy. Escrow Holder shall have committed in writing prior to or on the Closing Date to issue the title policy required by Section 10.

7.7 Delivery of Documents. Within fifteen (15) days after the date of mutual execution of this Agreement, Seller shall deliver to Buyer copies of all documents in Seller's possession or under Seller's control regarding the Property, each of which Buyer shall have approved, including, without limitation, surveys, written easements, covenants, restrictions, agreements, service contracts, agreements relating to insurance, service, operation, repair, supply, advertising, promotion, sale, leasing or management of the Property or the use of the common facilities, licenses, permits, or certificates required by governmental authorities in connection with construction or occupancy of the Property, building permits, certificates of completion, certificates of occupancy, and environmental permits and licenses, and any correspondence related to the improvements, if any, on the Property, construction drawings, as-built plans, and specifications for the Property, environmental impact reports, "Phase I" or Phase II" reports or environmental site assessments concerning hazardous materials on the Property, complaints or notices of the presence of hazardous materials on the Property, geological surveys, soil tests, engineering reports, inspection results,

complaints, or notices received regarding the safety of the Property, materials related to pending or threatened litigation or litigation that was pending or threatened during the period of Seller's ownership of the Property, involving the Property or Seller on account of its ownership of the Property, including correspondence, complaints, court orders, settlements and judgments.

7.8 Board Approval. This Agreement is contingent upon the written approval of the Board of Commissioners of Yamhill County (the "Board"), which may be given or withheld in the sole discretion of the Board.

7.9 Representation and Warranties: Covenants. The representations and warranties of Seller in this Agreement will be true and correct as of the Closing Date, with the same force and effect as if made on the Closing Date.

7.10 Exclusive Transaction; No Material Adverse Change. Provided this Agreement has not been terminated and Buyer is not in default of this Agreement, Seller agrees not to sell or offer to sell the Property to another person and/or entity. As of the Closing Date, there shall have been no event, development or condition that had or could reasonably be expected to have a material adverse effect on the title to the Property or the ability to operate the Property for its intended use.

Section 8. PRORATIONS. All receipts and disbursements of the Property shall be prorated as of 11:59 p.m. on the day immediately preceding the Closing Date and the Purchase Price shall be adjusted on the following basis:

8.1 Property Taxes. All real and personal property ad valorem taxes and special assessments, if any, whether payable in installments or not, including without limitation all supplemental taxes attributable to the period before the Closing Date for the calendar year in which the Closing occurs shall be prorated to the Closing Date, based on the latest available tax rate and assessed valuation. Seller shall pay all excise, transfer and similar taxes.

8.2 Utility Charges. Charges for utilities, including water, sewer, electric, and gas, shall be prorated within thirty (30) days after the Closing Date based on the then most recent bills for such services. Seller, or its tenant, shall pay for all utility services to the Property for all periods before the Closing and Buyer shall pay for all utility services to the Property for the Closing Date and all periods thereafter.

Section 9. DEED. On the Closing Date, Seller shall execute and deliver to Buyer a statutory warranty deed conveying the Property to Buyer free and clear of all liens and encumbrances except the Permitted Exceptions.

Section 10. TITLE INSURANCE. Within five (5) days after the Closing Date, Seller (at Seller's cost) will deliver to Buyer an ALTA standard owner's policy of title insurance issued by the Escrow Holder in the amount of the Purchase Price, dated as of the date the deed is recorded, insuring Buyer as the owner of the Property, subject only to the Permitted Exceptions. Buyer shall pay all additional premiums and costs associated with obtaining extended ALTA coverage, including without limitation the premiums for any endorsements and the cost of any survey.

Section 11. POSSESSION. Buyer shall be entitled to possession on the Closing Date.

Section 12. SELLER'S REPRESENTATIONS. Seller represents and warrants to Buyer as follows:

12.1 Seller is an individual and has all necessary authority to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery of, and performance of Seller's

obligations under this Agreement do not require any consent or approval of any other person or entity. Upon the execution and delivery of this Agreement and other documents related to the sale of the Property by Seller to Buyer, those documents shall constitute the legal, valid and binding obligations of Seller and shall be enforceable against Seller in accordance with their terms.

12.2 Seller has, or by the Closing Date shall have, good and marketable title to the Property, free and clear of all liens, security interests and other charges and encumbrances, except the items listed in the Title Report.

12.3 There are no liens of any type or kind, including without limitation, governmental special assessments, contractor's liens, tax liens, and environmental liens, that have been filed or assessed, or are expected to be filed or assessed against the Property, except as provided on the Title Report. At Closing, other than those items agreed to by Buyer there shall be no obligation or liability of any nature whatsoever, contingent or otherwise, which is or shall become a lien or other encumbrance on the Property, nor has Seller engaged in any action with respect to the Property that could give rise to a claim against the Property.

12.4 Any and all leasehold interests in the Property are current and free from defect or default.

12.5 Seller knows of no material structural defects in or about the Property and all electrical wiring, heating, cooling, plumbing and irrigation equipment and the balance of the Property, including landscaping, if any, will be in substantially its present condition at the Closing Date.

12.6 Seller knows of no material discrepancies between visible lines of possession and use (such as existing fences, hedges, landscaping, structures, driveways and other such improvements) currently existing on the Property offered for sale and the legal description of the Property.

12.7. Seller has received no notice from any governmental agency of any present violation of any statute, law, ordinance, or deed restriction, rule, or regulation with respect to the Property.

12.8 Seller is not a "foreign person" as that term is defined in Internal Revenue Code § 1445. On the Closing Date, Seller shall execute and deliver to Buyer a certification of nonforeign status on a form required by the Internal Revenue Service.

12.9 For purposes of this Agreement, the following definitions shall apply:

"Environmental Laws" means any federal, state or local or foreign statute, law, rule or regulation relating to: (a) releases, discharges, spills, leaks or emissions (or threatened releases, discharges, spills, leaks or emissions) of Hazardous Substances (as defined below); (b) the manufacture, handling, transport, use, treatment, storage or disposal of Hazardous Substances or materials containing Hazardous Substances; or (c) otherwise relating to pollution of the environment by Hazardous Substances or the protection of human health from injury from Hazardous Substances.

"Environmental Permits" means all permits, licenses, approvals and other authorizations required under applicable Environmental Laws.

"Hazardous Substances" means (a) substances, chemicals or materials in concentrations regulated under any applicable federal, state or local or foreign statute, law, rule or regulation, including, without limitation, the following federal statutes and their state counterparts, as well as such statutes' implementing regulations as amended from time to time and as interpreted by administering agencies: the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act,

the Clean Water Act, the Safe Drinking Water Act, the Atomic Energy Act, the Toxic Substances Control Act, the Federal Insecticide, Fungicide, and Rodenticide Act, and the Clean Air Act; (b) regulated concentrations of petroleum and petroleum products, radioactive materials, asbestos in any form that is or could become friable, urea formaldehyde, polychlorinated biphenyls and radon gas; and (c) any other substances, chemical or materials in concentrations with respect to which a federal, state or local or foreign agency requires environmental investigation, monitoring, reporting or remediation.

To the best of Seller's actual knowledge:

12.9.1 Except as provided on _____ attached hereto and incorporated by reference, Hazardous Substances have not been generated, used, treated or stored on, or transported to or from, released or disposed of on, under, or migrating from, or in groundwater under, the Property;

12.9.2 Seller is in material compliance with all applicable Environmental Laws and the requirements of all Environmental Permits pertaining to the Property;

12.9.3 Seller has disposed of all wastes, including those containing any Hazardous Substances, in material compliance with all applicable Environmental Laws;

12.9.4 There are no pending or threatened, past administrative, regulatory or judicial claims, actions, suits, investigations, demands, proceeding or notices of violation relating in any way to any Environmental Law or Environmental Permit ("Environmental Claim") against either Seller or the Property;

12.9.5 There are no circumstances with respect to any parcel of the Property that could (i) form the basis of an Environmental Claim against Seller or the Property or (ii) cause the Property to be subject to any restrictions on ownership, occupancy, use or transferability under any applicable Environmental Law; and

12.9.6 There are not now, and never have been any underground storage tanks containing Hazardous Substances located on or under the Property.

12.10 Seller represents and warrants that Seller is not aware of any claims, actions, suits or other proceedings, pending or threatened pertaining to the Property, nor any claims actions suits or other proceedings pending or threatened against Seller or any other person or entity which may affect the Property or Seller's interest in the Property. Seller is not aware of any state of facts that, with the passage of time, could reasonably result in the development of any claims, actions, suits or other proceedings pertaining to the Property or against Seller which may affect the Property or Seller's interest in the Property.

12.11 Seller represents and warrants that Buyer may use the Property for its intended use as commercial office space and that no government regulation or private agreement prohibits such use. Seller shall promptly notify Buyer if, prior to Closing Seller receives actual notice or obtains actual knowledge of any event or condition that could result in making any previously disclosed material information relating to the Property misleading or incorrect. All representations and warranties contained in this Agreement will survive Closing and the recording of the deed conveying the Property to Buyer and will remain in full force and effect.

Section 13. BUYER'S REPRESENTATIONS. Buyer is a political subdivision of the State of Oregon and has all necessary power and authority to enter into this Agreement and to carry out its obligations hereunder.

Section 14. INDEMNIFICATION. Seller shall indemnify the Buyer against and hold the Buyer, its officers, directors, agents and affiliates harmless from any and all claims, losses, or expenses of any type or kind arising out of or with respect to the breach of any representation, warranty, covenant or agreement of the Seller in this Agreement, including, without limitation, any breach of the representation and warranty in Section 12.9 above. Buyer will give Seller written notice of any claim, assertion, event or proceeding by or in respect of a third party of which it has knowledge concerning any loss or claim as to which it may request indemnification hereunder. If the Seller fails to promptly defend or, if after commencing or undertaking any such defense, fails to prosecute or withdraws from such defense, then Buyer may undertake the defense or settlement thereof, at the Seller's sole expense. The covenants, agreements, representations, and warranties made herein shall survive the close of escrow and recording of the deed.

Section 15. BINDING EFFECT. This Agreement is binding on and shall inure to the benefit of Seller, Buyer, and their respective heirs, legal representatives, successors, and assigns.

Section 16. REMEDIES FOR DEFAULT. If Seller defaults in its obligations under this Agreement to sell the Property to Buyer on the Closing Date, then Buyer at its option may have the right to specific performance of this Agreement or the right to recover the Earnest Money and all of its general and specific damages. In the event that Buyer should fail to consummate this Agreement for any reason, except Seller's default or the termination of this Agreement pursuant to the terms and provisions hereof giving rise to termination, Seller shall be entitled to the Earnest Money as liquidated damages as Seller's sole remedy hereunder. If, after the Closing Date, Buyer or Seller determines that the other party has breached any representation or warranty set forth in Section 12 or Section 13, as applicable, then Buyer or Seller shall have the right to bring an action for general and specific damages against the applicable party.

Section 17. ATTORNEY FEES. In the event that either party to this Agreement shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this Agreement, each party shall be wholly responsible for its own expenses incurred in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any nonjudicial action.

Section 18. NOTICES. All notices, demands and requests which may be or are required to be given by either party to the other shall be in writing and shall be personally served on the designated party, delivered by express courier, sent by delivered telegram, telex or facsimile transmission (if sent by facsimile transmission a duplicate copy shall be sent by first class mail), United States certified or registered mail, postage prepaid, addressed to the parties as follows unless a party hereto designates otherwise in writing:

If to Seller:

Mark Bierly
345 NE 6th Street
McMinnville, OR 97128
Telephone: 503-472-9337
Fax: 503-435-0154

If to Buyer:

Silas Halloran Steiner
Yamhill County
Department of Health and
Human Services
627 NE Evans
McMinnville, OR 97128
Telephone: 503-434-7523
Fax: 503-474-4907

With a copy to:

Telephone:
Fax:

With a copy to:

Office of County Counsel
Yamhill County
434 NE Evans
McMinnville, OR 97128
Telephone: 503-434-7502
Fax: 503-434-7553

Any notice given in the form set forth herein shall be deemed given and received as follows: if delivered, when delivered; if sent by delivered telegram, telex or facsimile transmission on the next business day following the sending thereof and if sent by mail on the fifth (5th) business day following the mailing thereof.

Section 19. ENTIRE AGREEMENT. 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. This Agreement may not be modified or amended except by a written agreement executed by both parties.

Section 20. APPLICABLE LAW; JURISDICTION. This Agreement shall be construed, applied, and enforced in accordance with the laws of the State of Oregon. Any claim, action, suit or proceeding, (collectively "Claim") between Buyer and Seller arising from or relating to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Yamhill County for the State of Oregon. BY EXECUTION OF THIS AGREEMENT BUYER AND SELLER HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS

Section 21. EXCHANGE. If Seller desires to sell the Property through an exchange transaction under Section 1031 of the Internal Revenue Code, Buyer agrees to cooperate with such transaction so long as, (i) Seller bears the expense of any significant legal costs incurred by Buyer as a result of such cooperation, and (ii) Buyer assumes no additional risk or liability nor loses any remedies or rights due to the exchange transaction. Seller agrees to indemnify, hold harmless, and defend Buyer from and against any and all claims, damages, costs, liabilities, losses and expenses (including reasonable attorney fees) arising out of such exchange transaction.

Section 22. SEVERABILITY. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this

Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 23. RECITALS AND EXHIBITS. All recitals contained herein and exhibits attached hereto are incorporated herein by this reference.

Section 24. TIME. Seller and Buyer acknowledge that time is of the essence with respect to the performance of each and every one of the terms, conditions, covenants and provisions of this Agreement. .

Section 25. DATE OF PERFORMANCE. If the date for performance of any act under this Agreement falls on a Saturday, Sunday or federal holiday, the date for such performance shall automatically be extended to the first succeeding business day that is not a Saturday, Sunday or federal holiday.

Section 26. WAIVER. No waiver by Buyer or Seller of a breach of any of the terms, covenants and conditions of this Agreement by the other party shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. No waiver of any default by Buyer or Seller hereunder shall be implied from any omission by the other party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect a default other than as specified in such waiver.

Section 27. FURTHER INSTRUMENTS. Each party will, whenever and as often as it shall be requested so to do by the other, cause to be executed, acknowledged or delivered any and all such further instruments and documents as may be necessary or proper, in the reasonable opinion of the requesting party, in order to carry out the intent and purpose of this Agreement.

Section 28. COUNTERPARTS. This Agreement may be executed in any number of counterparts, provided each of the parties hereto executed at least one counterpart; each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

Section 29. CONFIDENTIALITY. Seller and Buyer hereby agree that, without the prior written consent of the other party, neither party shall, except as required by law, disclose to any person (other than its agents or employees having a need to know such information in the conduct of their duties for Seller or Buyer, which agents or employees shall be bound by a similar undertaking of confidentiality) the terms or conditions of this Agreement or any facts relating hereto or to the underlying transactions contemplated herein.

Section 30. LAND USE. 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.

Section 31. FOREIGN INVESTMENT IN REAL PROPERTY ACT. At or before the Closing, Seller shall execute and deposit in escrow an appropriate FIRPTA certificate, evidencing that Seller is not subject to the FIRPTA withholding requirements.

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

SELLER: Mark Bierly and Julie Bierly

BUYER: Yamhill County, a political subdivision of the State of Oregon



MARK BIERLY

Date: 9-7-16



Attachments

Exhibit A – Legal Description of Property
Exhibit B – Map



MARY STARRETT, Chair

Yamhill County Board of Commissioners

Date: 9-15-16

Approved As To Form
by 

Christian Boenisch
County Counsel
Yamhill County

Accepted by Yamhill County
Board of Commissioners on

9-15-16 by Board Order

16-381

EXHIBIT A

Legal Description of the Property

Parcel I: The East 52 feet of the South one-half of Lot 8, Block 5, WILLIS' ADDITION to the City of McMinnville, Yamhill County, Oregon

Parcel II: Part of Lots 1, 2, 7 and 8 of Block 5, WILLIS' ADDITION to the City of McMinnville, in Section 21, Township 4 South, Range 4 West, Yamhill County, Oregon, and being more particularly described as follows:

Beginning at the northeast corner of said Lot 1; thence South 00°01'27" West 80.30 feet along the east line of said Lot 1 to an iron rod at the TRUE POINT OF BEGINNING; thence North 89°58'56" West 120.05 feet to an iron rod on the west line of said Lot 2; thence South 00°01'01" West 69.78 feet along the west lines of said Lot 2 and Lot 7 to the northwest corner of the south one-half of said Lot 7; thence South 89°58'56" East 120.04 feet along the north line of the south one-half of said Lot 7 and Lot 8 to the east line of Lot 8; thence North 00°01'27" East 69.78 feet to the TRUE POINT OF BEGINNING.

SUBJECT TO A 10' WIDE ACCESS EASEMENT the perimeter of which is described as follows: Beginning at the northeast corner of said Lot 1; thence South 00°01'27" West 80.30 feet along the east line of said Lot 1 to an iron rod at the TRUE POINT OF BEGINNING; thence North 89°58'56" West 120.05 feet to an iron rod on the west line of said Lot 2; thence South 00°01'01" West 10.00 feet along said west line; thence South 89°58'56" East 120.05 feet to the east line of said Lot 1; thence North 00°01'27" East 10.00 feet to the TRUE POINT OF BEGINNING.

TOGETHER WITH A 15' WIDE ACCESS EASEMENT the perimeter of which is described as follows: Beginning at the northwest corner of said Lot 2; thence South 00°01'01" West 80.30 feet along the west line of said Lot 2 to an iron rod; thence South 89°58'56" East 15.00 feet; thence North 00°01'01" East 80.30 feet to the north line of said Lot 2; thence North 89°58'56" West 15.00 to the point of beginning.

