

## PURCHASE AND SALE AGREEMENT

DATE: \_\_\_\_\_, 2025 (the "Effective Date")

SELLER: Umatilla Morrow Head Start, Inc.  
110 N.E. 4<sup>th</sup> St.  
Hermiston, OR 97838

BUYER: Morrow County School District No. R-1  
240 Columbia Ln.  
Irrigon, OR 97844

### Recital

Seller desires to sell to Buyer and Buyer desires to purchase from Seller real property commonly known as known as 240 Boardman Ave. N.E., Boardman, OR 97818 and more fully described as follows (the "Property"):

Parcel 2 of PARTITION PLAT 2002-7, in the City of Boardman, County of Morrow and State of Oregon.

### Agreement

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

1. **Sale and Purchase.** Buyer agrees to purchase the Property from Seller and Seller agrees to sell the Property to Buyer for the sum of \$230,000.00 (the "Purchase Price").
2. **Earnest Money.** Buyer agrees to pay to Seller within ten (10) days of the execution of this Agreement the sum of \$10,000.00 as earnest money. The earnest money will be applied to the Purchase Price on the Closing Date, as that term is defined below.
3. **Payment of Purchase Price.** The Purchase Price must be paid in full at Closing.
4. **Closing.**
  - 4.1 **Time and Place of Closing.** This Agreement will be closed at the offices of Pioneer Title Co. at 115 E. Highland Ave., No. A, Hermiston, OR 97838 on or before November 1, 2025, or at such other time as the parties may agree in writing (the "Closing"). Real Property taxes and personal property taxes shall be prorated as of the date of closing. Seller is responsible for paying the title insurance premium and one-half of the escrow fees. Buyer is responsible for paying, recording fees for recording of the statutory warranty deed and one-half of the escrow fees.
  - 4.2 **Obligations of Seller at Closing.** At the Closing, the Seller will deliver to the Buyer the following:
    - (a) Statutory Warranty Deed in form and substance reasonably satisfactory to the Buyer; and

- (b) A cashier's check or a certified check for prorated items owed to the Seller, if any.

**4.3 Buyer's Obligations at Closing.** At the Closing, the Buyer will deliver to the Seller the following:

- (a) A cashier's check, certified check, or wire transfer in the amount specified in Section 3;
- (b) A cashier's check or a certified check for prorated items owed to the Seller, if any; and
- (c) Such other certificates and documents as may be called for by the provisions of this Agreement.

**5. Preliminary Title Report.** Within 15 days after full execution of this Agreement, Seller will furnish to Buyer a preliminary title report showing the condition of title to the Property, together with copies of all exceptions listed therein (the "Title Report"). Buyer will have 10 days from receipt of the Title Report to review the Title Report and to notify Seller, in writing, of Buyer's disapproval of any special exceptions shown in the Title Report. Those exceptions the Buyer does not object to are referred to below as the "Permitted Exceptions." Zoning ordinances, building restrictions, taxes that are not yet paid for the current tax year, and reservations in federal patents and state deeds will be deemed Permitted Exceptions. If Buyer notifies Seller in writing of disapproval of any exceptions, Seller will have 15 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 (the "Seller Assurance Period"). 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 10 days after expiration of the Seller Assurance Period, in which event the earnest money will be refunded to Buyer and, when applicable, this Agreement will be of no further binding effect.

## **6. Conditions**

**6.1** Buyer's obligation to purchase the Property is contingent on satisfaction of each of the following conditions:

**6.1.1** Buyer's approval of a physical inspection of the Property, which may include, but will not be limited to, environmental, structural and pest inspections.

**7. Marketable Title; Deed.** On the Closing Date, unless agreed otherwise herein, Seller shall convey to Buyer the Property by statutory warranty deed subject to the Permitted Exceptions.

**8. Title Insurance.** Within 15 days after closing, Seller must furnish Buyer with an American Land Title Association owner's policy of title insurance in the amount of the purchase price, insuring Buyer as the owner of the Property subject only to the usual printed exceptions and the Permitted Exceptions.

## **9. Taxes; Prorates; Tax Deferred Exchange.**

**9.1** Real property taxes for the current tax year, insurance premiums (if Buyer assumes the existing policy) must be prorated as of the Closing Date.

**9.2** Buyer agrees to cooperate with Seller if Seller desires to structure this transaction to constitute a tax-deferred like-kind exchange pursuant to IRC Section 1031, and Seller has the

right to assign this Agreement to a facilitator for purposes of accomplishing that exchange; provided, however, that (1) Buyer is not obligated to take title to any exchange property; (2) the exchange does not delay or otherwise affect the Closing Date; and (3) the exchange is of no cost to Buyer.

**10. Possession.** Buyer will be entitled to possession immediately on Closing.

**11. Condition of Property/AS IS.** Subject to Seller's written representations contained herein, and any statutory property disclosures given as part of this transaction, Buyer acknowledges that Buyer has accepted and executed this Agreement on the basis of Buyer's own examination and personal knowledge of the Property; that Seller and Seller's agents have made no representations, warranties, or other agreements concerning matters relating to the Property; that Seller and Seller's agents have made no agreement or promise to alter, repair, or improve the Property; and that Buyer takes the Property in its present condition "AS IS." Seller has no obligation to maintain, repair, alter, reconstruct, or replace any portion of the Property or preserve or enter into any existing or new leases or service contracts, and Purchaser acknowledges that there exist no express or implied representations or covenants to do so.

**12. Property Included.** None.

**13. Personal Property.** The following personal property is included as part of the Property being sold to Buyer: None.

**14. Seller's Representations.**

**14.1** Seller represents, warrants, and covenants to Buyer as follows:

(a) **Authority of Seller.** Seller's execution of, delivery of, and performance under this Agreement are undertaken according to authority validly and duly conferred on Seller and the signatories hereto.

(b) **Nonforeign Status.** Seller is not a "foreign person" as defined in IRC §1445(f)(3), and Seller is not a "transferor" as defined in ORS 314.258(2)(b).

**15. Buyer's Representations**

**15.1** Buyer represents, warrants, and covenants to Seller as follows:

(a) **Authority of Buyer.** Buyer's execution of, delivery of, and performance under this Agreement are undertaken according to authority validly and duly conferred on Buyer and the signatories hereto.

(b) **No Breach of Agreements.** This Agreement does not breach or violate any term or provision of any other agreement or contract to which Buyer is a party.

**16. Acceptance of Property.** Buyer acknowledges that Buyer has assessed, or has had the opportunity to assess, the size, configuration, utility service, environmentally sensitive areas, means of access, permitted uses, status of title, value, condition, and all other material

aspects of the Property, and, except as specifically stated herein, Buyer is not relying on, nor has Buyer been influenced by, any statement or representation of Seller or any agent or representative of Seller regarding any of such items. Except for any actionable breaches of Seller's representations and warranties contained herein, Buyer's acceptance of the Property and the satisfaction or waiver of all Buyer's conditions to closing will be evidenced solely by the closing of this transaction and without any other act or confirmation by Buyer. Buyer does not have the option to close this transaction without accepting the Property in its then current condition, and Buyer acknowledges that except for any Seller's breach of an express warranty stated in this Agreement, Buyer is acquiring the Property "AS IS, WHERE IS" in its current condition existing as of the Closing Date, without any representation or warranty of any kind or nature by Seller.

**17. Waiver of Certain Claims.** As part of the consideration for this Agreement, Buyer agrees that except for any breach by Seller of an express warranty stated in this Agreement, Seller has no liability, and Buyer hereby waives any claims and releases Seller for all liability, for any title, physical condition, or any other aspect of the Property, whether direct or indirect, absolute or contingent, foreseen or unforeseen, and known or unknown. The waiver and release extend to Seller and Seller's affiliates, successors, members, partners, shareholders, directors, officers, employees, and agents, and their respective heirs, successors, and assigns. Without limiting the generality of the foregoing, Buyer waives all rights to contribution, offsets, and damages that in any manner relate to the compliance of the Property with any law or regulation applicable thereto, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act, 42 USC §§9601–9675; the Resource Conservation and Recovery Act, 42 USC §§6901–6992k; the Clean Water Act, 33 USC §§1251–1387; the Safe Drinking Water Act, 42 USC §§300f–300j-26; the Hazardous Materials Transportation Act, 49 USC §§5101–5128; the Toxic Substances Control Act, 15 USC §§2601–2692; and any and all other federal, state, and local personal disabilities and environmental laws or regulations.

**18. Remedies.**

**18.1 Seller's Remedies.** If this transaction fails to close on account of a default by Buyer under this Agreement, the earnest money will be forfeited by Buyer and retained by Seller as liquidated damages as Seller's sole remedy for the default. This amount has been agreed by the parties to be reasonable compensation and the exclusive remedy for Buyer's default, since the precise amount of damages would be difficult to determine.

**18.2 Buyer's Remedies.** If this transaction fails to close on account of a default by Seller under this Agreement, Buyer's sole and exclusive remedy will be either (i) the return of the Deposit with Purchaser thereby waiving any other remedy that Purchaser may have against Seller at law or in equity, including, without limitation, the right to specific performance or (ii) an action for specific performance of this Agreement for the conveyance of the Property to Purchaser with Purchaser thereby waiving any other remedy that Purchaser may have against Seller at law or in equity.

**19. Legal Relationships**

**19.1 Relationship of Parties.** This Agreement creates only the relationship of seller and buyer, and no joint venture, partnership, or other joint undertaking is intended hereby. Neither party hereto will have any rights to make any representations or incur any obligations on behalf of the other. Neither party has authorized any agent to make any representations, admit any liability,

or undertake any obligation on its behalf. Neither party is executing this Agreement on behalf of an undisclosed principal.

**19.2 No Third-Party Beneficiaries.** No third party is intended to be benefited or afforded any legal rights under or by virtue of this Agreement.

**20. 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 interest in this Agreement by providing written notice to Seller fifteen (15) days in advance of the assignment.

**21. Attorney Fees.** If any action or other proceeding shall be instituted relating to any term or condition of this Agreement or relating to any of the rights, duties or obligations arising under it, the prevailing party shall be entitled to recover, and the other party or parties agree to pay to the prevailing party, whether or not the matter proceeds to final judgment or decree, in addition to costs and disbursements allowed by law, such sum as the trial and each appellate court may adjudge reasonable as attorneys' fees in such action or other proceeding, and in any appeal of it; attorneys' fees incurred in investigating and pursuing the prevailing party's rights prior to institution of the action or other proceeding; and costs and expenses incurred and billed with such attorneys' fees (whether or not specifically allowed by statute). Such sum shall also include an amount estimated by the court as the reasonable costs and fees to be incurred by the prevailing Party in collecting any monetary judgment or award or otherwise enforcing each order, judgment or decree entered in such action or other proceeding.

**22. Notices.** All notices and communications in connection with this Agreement must be given in writing and will be transmitted by certified or registered mail, return receipt requested, to the appropriate party at the address first set forth above or sent by e-mail to the email address set forth above with confirmation of transmission by the transmitting equipment. Any notice transmitted by certified mail return receipt requested will 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.

**23. 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.

**24. Applicable Law.** This Agreement will be construed, applied, and enforced in accordance with the laws of the state of Oregon.

**25. Time of Essence.** Except as otherwise specifically provided in this Agreement, time is of the essence for each and every provision of this Agreement.

**26. Invalidity of Provisions.** If any provision of this Agreement, or any instrument to be delivered by Purchaser at closing under this Agreement, is declared invalid or is unenforceable

for any reason, the provision will be deleted from the document and will not invalidate any other provision contained in the document.

**27. Neutral Construction.** This Agreement has been negotiated with each party having the opportunity to consult with legal counsel and will be construed without regard to which party drafted all or part of this Agreement.

**28. Captions.** The captions of the sections and paragraphs in this Agreement are used solely for convenience and are not intended to limit or otherwise modify the provisions of this Agreement.

**29. Waiver.** The failure of either party at any time to require performance of any provision of this Agreement will not limit the party's right to enforce the provision. Waiver of any breach of any provision will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

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

**31. Counsel.** Buyer acknowledges that this Agreement was prepared by Nick R. Blanc of The Blanc Firm, LLC as attorneys for Seller and no other party. Buyer further acknowledges that it has been advised of this fact and has had the opportunity to seek separate counsel and has determined independently whether to do so. 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 interpretation of this Agreement.

**32. Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument.

**33. Facsimile Copies.** Either party may rely on facsimile copies of this Agreement to the same extent as the originals.

**34. Statutory Warning.** THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301, AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO

VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301, AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

SELLER:

BUYER:

\_\_\_\_\_  
Umatilla Morrow Head Start, Inc.  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_, 2025

\_\_\_\_\_  
Morrow County School District No. R-1  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_, 2025.