

REAL ESTATE SALE AGREEMENT

The City of Hermiston, Buyer
Stanfield Hutterian Brethren, Seller

The succeeding terms and conditions shall constitute the entire agreement ('Agreement') between the aforementioned parties unless otherwise amended in writing. Buyer agrees to buy and Seller agrees to sell the real property situated in Umatilla County, Oregon legally described as "Parcel 3, PARTITION PLAT NO. 2018-20" on file in the County of Umatilla, State of Oregon, comprising approximately 0.23 acres ("Subject Property"), subject to the following terms:

1. Purchase and Sale. Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase the Property from Seller, together with all of Seller's right, title and interest in and to any improvements, wells, buildings, structures or fixtures located on or comprising the Property, all rights, licenses, privileges, reversions and easements appurtenant to the Property, including, without limitation, all development rights, air rights, mineral and oil and gas rights, water rights (if any still attached to the property), water and water stock relating to the Property and any other easements, rights of way or appurtenances used in connection with the beneficial use and enjoyment of the Property. The real and personal property shall be sold pursuant to that deed attached as EXHIBIT 1 and the terms and conditions in that deed shall take precedence over any contrary terms in this agreement.
2. Purchase Price. The purchase price is Two Hundred Thousand and zero/100 dollars (\$200,000) payable as all cash to seller at closing.
3. Conditions of Sale:
 - a) This transaction is subject to approval by the City Council of the City of Hermiston.
4. Willing Seller. Acquisition of Subject Property by the City of Hermiston is under a "willing seller" program. Condemnation is not a contemplated means of acquisition; therefore, the Sellers of the Subject Property are not eligible for benefits under the Uniform Relocation Act.
5. Property Inspection. Seller shall permit Buyer and its agents, at Buyer's sole expense and risk, to enter the Subject Property at reasonable times after reasonable prior notice to Seller to conduct inspections, tests, and surveys concerning hazardous substances, pest infestations, soils conditions, wetlands, and other matters affecting the suitability of the Subject Property for Buyer's intended use or otherwise reasonably related to the purchase of the Subject Property. Seller to be present during all inspections at Sellers option. This transaction is subject to Buyer's approval of any inspections, tests or surveys within 10 business days after receipt of all inspections, tests and surveys.
6. Closing. This transaction shall close at Hermiston City Hall, 180 NE 2nd Street, Hermiston, Oregon 97838. This transaction shall close within 45 days of approval of an acquisition resolution which grants authority to the City of Hermiston to enter into this agreement by the City Council of the City

of Hermiston, or as soon thereafter as marketable title is delivered, but not to exceed ten (10) business days. This extension is not available if marketable title can be delivered on or before the specified closing date. The terms "closed", "at closing" or "closing date" shall mean when the deed is recorded and funds are available to Seller. The sale shall be "closed" when the document conveying title is recorded and funds are disbursed to Seller. At closing, Buyer will deliver the purchase price to Seller by cash, cashier's check, or wire transfer to an account specified by Seller.

7. Deed. At closing, Seller shall convey fee simple title to the Subject Property to Buyer by statutory warranty deed in that form on EXHIBIT 1. Seller shall convey the Subject Property free and clear of all liens and encumbrances, except zoning ordinances, building and use restrictions, reservations in Federal patents, easements of record which affect the Subject Property or area in which the Subject Property is located, private covenants, conditions and restrictions of record for the development, if any, of which the Subject Property is a part and all those exceptions and terms in the EXHIBIT 1 deed.
8. Payment of Closing Costs; Prorates. Recording fees shall be paid by Buyer. Real Property taxes for the tax year in which the transaction is closed, assessments, personal property taxes, and utilities shall be prorated as of the Closing Date. Seller warrants the Subject Property does not qualify for a special tax assessment or deferral program. This tax prorate shall be done between the parties within 10 days after the deed has been recorded and the \$200,000 paid to Seller. The Buyer shall be responsible to determine the prorate of taxes and shall compensate the Seller for its prorated share, or charge the Seller for its prorated share—depending on when this sale is closed.
9. Possession. Seller shall forfeit all rights of possession immediately upon closing. Seller shall release any keys to Buyer on or before the Closing Date.
10. Condition of Property. Seller represents that, to the best of Seller's knowledge, there are no pending or threatened notices of violation of any laws, codes, rules, or regulations applicable to the Subject Property and Seller is not aware of any such violations or any concealed material defects in the Subject Property. Seller shall keep the Subject Property insured until closing. It shall be a condition of Buyer's obligation to close that all the Seller's representations and warranties stated in this Agreement are materially true and correct on the Closing Date. Seller's representations and warranties stated in this Agreement shall survive closing. Seller agrees to not destroy, damage, deface, or remove any part of the Subject Property or permit any person to do so and to assume all liability for damages, other than ordinary wear and tear or those damage caused by Buyer until closing. Seller is responsible for the payment of all expenses related to provisions of water, sewer, heating oil, electric, gas, garbage, cable, and phones or communication providers until closing.
11. Notices. Unless otherwise specified, any notice required by this Agreement must be in writing. Any notice shall be deemed given when personally delivered or delivered by electronic transmission or shall be deemed given on the next business day following delivery of the notice by reputable overnight courier or through mailing in the United States Postal Service, postage prepaid, by the applicable party to the address of the other party shown in this Agreement.
12. Miscellaneous. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same Agreement. This

Agreement contains the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements between them with respect thereto. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. The person signing this Agreement on behalf of Buyer and the person signing this Agreement on behalf of Seller each represents covenants and warrants that such person has full right and authority to enter into this Agreement and to bind the party for whom such person signs this Agreement to the terms and provisions of this Agreement.

13. Governing Law. This Agreement shall be governed by the laws of the State of Oregon. Any litigation arising under this Agreement shall occur in the Umatilla County Circuit Court.
14. Approved Uses. 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, WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND WHICH LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. 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 APPROVED USES AND EXISTENCE OF FIRE PROTECTION FOR STRUCTURES. THE PERSON ACQUIRING FEE TITLE SHOULD CHECK IF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IS SUBJECT TO SPECIAL ASSESSMENT UNDER ORS 358.505 OR ORS 358.515 REQUIRING NOTIFICATION TO THE STATE HISTORIC PRESERVATION OFFICER OR SALE OR TRANSFER OF THIS PROPERTY, AND SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.252 (Measure 37).

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective authorized representatives.

BUYER

For City:

_____ Date _____ Byron
D. Smith, City Manager

SELLER

Seller hereby accepts this offer to purchase:

_____ Date _____
Arnold Stahl, President
Stanfield Hutterian Brethren

Address: 36345 Despain Gulch Road
Stanfield, OR 97875

Telephone: Herb Stahl, Agent for Stanfield Hutterian Brethren: (541) 626-3386

EXHIBIT 1 – DEED

After Recording, Return To:

ATTN: Rich Tovey, City Attorney
City of Hermiston
180 NE 2nd St.
Hermiston, OR 97838

Send All Tax Statements To:

Chief Financial Officer
City of Hermiston
180 NE 2nd St.
Hermiston, OR 97838

Grantor:

Stanfield Hutterian Brethren

Grantee:

City of Hermiston, Oregon, an Oregon Municipal Entity

Consideration: \$200,000.

STATUTORY WARRANTY DEED

ORS 93.850

The **STANFIELD HUTTERIAN BRETHREN**, an Oregon nonprofit corporation, GRANTOR, conveys and warrants to **CITY OF HERMISTON, OREGON**, an Oregon municipal entity, GRANTEE, the following described real property situated in Umatilla County, Oregon, free of encumbrances except as specifically set forth herein, to-wit:

Parcel 3, PARTITION PLAT NO. 2018-20 (Instrument No. 2018-6800105, Office of Umatilla County Records), located in Section 23, Township 4 North, Range 28, East of the Willamette Meridian, Umatilla County, Oregon.

SUBJECT TO those exceptions described on EXHIBIT 1 attached hereto and by this reference incorporated herein.

NOT INCLUDED in this conveyance are any water rights. The real property has no water rights.

INCLUDED in this conveyance are all personal property on the real property, including but not limited to the well, well column, pumps, all pipes, all electrical boxes and electrical equipment and wiring, and the metal building. This deed shall operate as a bill of sale to all personal property on the real property—no bill of sale is to be given.

ALL REAL PROPERTY AND PERSONAL PROPERTY SOLD IS CONVEYED AS IS WHERE IS WITH ALL FAULTS AND WITH NO IMPLIED OR EXPRESS WARRANTIES OR REPRESENTATIONS WHATSOEVER AS TO CONDITION OR REPAIR, INCLUDING BUT NOT LIMITED TO LATENT AND PATENT DEFECTS, AND THE EXISTENCE OF HAZARDOUS MATERIALS, IF ANY, AND IS NOT GRANTED WITH ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

The true and actual consideration for this conveyance is \$200,000.

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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. 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 DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, 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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

MADE, GRANTED AND DATED ON _____, 2025.

STANFIELD HUTTERIAN BRETHERN, an Oregon nonprofit (religious) corporation

By: _____
Arnold Stahl, President

STATE OF OREGON, County of Umatilla

This instrument was acknowledged before me on _____, 2025, by Arnold Stahl, the President of the Stanfield Hutterian Brethren, an Oregon nonprofit (religious) corporation, and on its behalf.

Notary Public; State of Oregon NOTARY SEAL

\\g\fstahl, Herb\SHB to City\Deed SHB to City parcel 2-25-25.docx

CITY OF HERMISTON ACCEPTANCE OF DEED AND CONVEYANCE OF REAL PROPERTY

The City of Hermiston, Oregon, accepts the foregoing deed and conveyance of real property and personal property.

CITY OF HERMISTON, OREGON, an Oregon Municipal Entity

By: _____
Printed Name: _____
Title: _____

STATE OF OREGON, County of Umatilla

This instrument was acknowledged before me on _____, 2025, by _____, the _____ of the City of Hermiston, Oregon, an Oregon municipal entity and on its behalf.

Notary Public; State of Oregon NOTARY SEAL

EXHIBIT 1 TO STATUTORY WARRANTY DEED – EXCEPTIONS

1. Water rights, claims to water or title to water, whether or not such rights are a matter of public record.
2. Liens and/or assessments of City of Hermiston, if any.
3. Coal and Iron rights, including the terms and provisions thereof, reserved in Deed,
Grantor : L.A. McClintock
Recorded : April 8, 1939
Reference : Book 155, Page 274
4. Easement, including the terms and provisions thereof,
Grantee : Pacific Power and Light Company
Recorded : July 9, 1980
Reference : Microfilm Reel 67, Page 1528
Amended : November 12, 1980
Reference : Microfilm Reel 73, Page 798
5. Easement, including the terms and provisions thereof,
Grantee : PacifiCorp
Recorded : January 20, 1999
Reference : Instrument No. 1999-3440050
6. Easements as shown on Partition Plat No. 2010-05,
Recorded : April 2, 2010
Reference : Instrument No. 2010-5640139
7. Easements as shown on Partition Plat No. 2018-20,
Recorded : December 5, 2018
Reference : Instrument No. 2018-6800105
8. Easement, including the terms and provisions thereof,
Grantee : City of Hermiston
Recorded : August 23, 2021
Reference : Instrument No. 2021-7270260

(End of Exhibit 1 - Exception)