Purchase and Sale Agreement

This agreement for the purchase and sale of real property ("Agreement") is made as of the ___ day of March, 2020, between Elva Marlene Lassen, ("Lassen" or “Seller”), and the State of Oregon, by and through the Oregon Department of Fish and Wildlife ("ODFW" or “Buyer”), and is effective when executed by both parties (the “Effective Date”).

Buyer seeks to acquire the Property (defined below) from Seller pursuant to the Willamette Wildlife Mitigation Program/Fund, under which the Bonneville Power Administration ("BPA") provides funds for acquisition of lands which provide benefits to wildlife and satisfy certain conditions.

Buyer and Seller agree as follows:

1. Agreement to Purchase and Sell. In consideration of Buyer’s acquisition and delivery of an appraisal conforming to Uniform Appraisal Standards for Federal Land Acquisitions (the “Yellow Book Appraisal”) and payment of the Purchase Price (defined below) to Seller, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the real property (the “Property”) identified as Lane County Oregon Tax Lots 18-05-11-00-00100 (Property ID # 0746998) and 18-05-11-0100 (Property ID # 0747004), together consisting of approximately 100 acres, and legally described as follows:

   Buyer and Seller agree that Closing Agent may insert Legal Description of the Property at Closing. Property to be acquired is shown in outline on Exhibit C, attached hereto.

   The Property is being sold together with all improvements located on the Property and any other rights or interests appurtenant to the Property, subject to the terms and conditions of this Agreement.

2. Property Value and Purchase Price.
   2.1. The value of the Property will be established by an appraisal conforming to Uniform Appraisal Standards for Federal Land Acquisitions (a “Yellow Book Appraisal”), and the appraisal shall include the value of any marketable timber on the property as established by a timber cruise as well as the contributory value of any structures and improvements (such as well and pump house) on the property. Buyer shall execute a contract for the appraisal work within thirty-one days of the Effective Date of this Agreement. The Yellow Book Appraisal shall identify Sellers, ODFW, and BPA as “Intended Users”. Appraiser shall be instructed by Seller to deliver 2 hard copies and an electronic copy of the Yellow Book Appraisal to ODFW upon completion.
2.2. The Purchase Price for the Property shall be 100% of the valuation established by the Yellow Book Appraisal.

This Agreement is contingent upon both Buyer’s and Seller’s acceptance of the valuation which will be established by the Yellow Book Appraisal. Upon completion of the said appraisal and its delivery to Buyer and Seller, each of them shall have twenty (20) days to review the appraisal and accept or reject the valuation therein determined. Each party shall notify the other in writing prior to the end of this twenty (20) day period of its acceptance or rejection of the valuation. In the event that either party rejects the valuation, the transaction shall become null and void and neither party will be further bound under the terms of this Agreement. Failure by either party to notify the other within the said ten (10) day period shall be deemed acceptance of the valuation on the part of the party failing to notify.

Buyer shall pay to Seller the Purchase Price for the Property in cash, or cash equivalent acceptable to Seller, at Closing. Buyer shall deposit the Purchase Price with the Escrow Agent at least one (1) day prior to the Closing Date for delivery to Seller upon satisfaction of all conditions precedent to the Closing, as described in this Agreement. Buyer shall not pay any earnest money or provide an escrow deposit, as the parties covenant and agree that Buyer’s acquisition of the Yellow Book Appraisal and delivery of the same to Seller constitutes sufficient consideration in lieu of earnest money or a related escrow deposit.

3. Inspection. Seller authorizes Buyer and its representatives to enter the Property, at any reasonable time or times before the date of Closing on twenty-four (24) hours prior written notice to conduct any and all reasonable inspections, examinations, tests, surveys, and investigations of such Property which Buyer may wish to perform, provided however, that Buyer will be responsible for any costs, losses, expenses, liabilities, actions, or damages to persons or such Property caused by such inspection, examinations, tests, surveys, or investigations.

4. Document Delivery. Within ten days after the Effective Date, Seller shall deliver to Buyer copies of all water rights certificates, permits, pending applications, transfer approval orders (collectively, the “Water Rights”), irrigation records, leases, licenses, permits, easements (both recorded and unrecorded), maps, and all other agreements or obligations affecting the Property (the “Documents”), except as otherwise delivered pursuant to Section 6.3, below. Buyer shall acknowledge receipt of same in writing.

5. Conditions of Seller. Seller’s obligation to sell the Property is conditioned upon the satisfaction of each of the following conditions, or Seller’s waiver of either of both of the conditions provided in Sections 5.2, or 5.3:

5.1 The willingness of a title company to issue to Buyer, at Closing and without charges in excess of its standard fees, its ALTA owner’s standard coverage policy of title insurance, in the amount of the Purchase Price showing title to the
Property vested in Buyer, subject only to exceptions deemed acceptable to Buyer pursuant to Section 6.3 below.

5.2 Buyer’s performance of all of its obligations under this Agreement.

5.3 The continuing accuracy of all Buyer’s representations and warranties in this Agreement.

5.4 Buyer executing either a lease or license with Roger and Pat Goodwin ("Goodwins") to plant and harvest hay on the Property or providing Seller with sufficient evidence that the Goodwins will have an ongoing first right of refusal to do same. Seller understands that such leases/licenses are typically granted by Buyer/ODFW on an annual basis.

6. Conditions of Buyer. Buyer’s obligation to purchase the Property is conditioned upon the satisfaction of each of the following conditions, or Buyer’s waiver of any or all of the conditions provided in Sections 6.4 through 6.7, below:

6.1 Buyer obtaining all necessary State of Oregon approvals to acquire the Property pursuant to the terms of this Agreement. The foregoing approvals include but are not limited to those obtained from the Department of Justice, Department of Administrative Services, and the Oregon Fish and Wildlife Commission, as required by Oregon revised statutes and administrative rules.

6.2 Buyer’s receipt of funding from the Bonneville Power Administration (the "BPA"), other funding source(s), or some combination thereof, for the purchase of the Property

6.3 Buyer’s review and approval of a current preliminary title report for the Property, together with copies of the underlying documents. Seller shall obtain a preliminary title report for the Property and deliver same to Buyer within fifteen (15) business days of mutual acceptance of this Agreement, and Buyer will have fifteen (15) business days from the receipt thereof to give notice in writing to Seller of any objection to title, including to any liens, exceptions, or encumbrances affecting the Property. Within fifteen (15) business days of receipt of any notice of objection to title from Buyer, Seller shall give Buyer written notice of whether it is willing and able to remove the objected-to exceptions. Within five (5) business days of Buyer’s receipt of Seller’s notice, Buyer shall elect whether to purchase the Property subject to the exceptions which Seller is not willing or able to remove (the "Permitted Exceptions"), or terminate this Agreement in writing.

6.4 Buyer’s review and approval of a Phase 1 Environmental Site Assessment to be procured by Buyer and any other environmental due diligence which may include review of existing reports describing the environmental condition of the Property, soil, air and water sampling at the Property, and other tests and procedures.
deemed necessary by Buyer in Buyer’s sole discretion, and Buyer’s determination that the environmental condition of the Property is acceptable.

6.5 Buyer’s receipt, review, and approval of all Documents specified in Section 4 of this Agreement, in addition to Buyer obtaining, reviewing, and approving any inspections, examinations, tests, surveys, or other investigations of the Property, exclusive of a Phase 1 Environmental Site Assessment, which Buyer may wish to perform.

6.6 Buyer’s review and approval of all issues related to water rights on the Property.

6.7 Seller’s performance of all of its obligations under this Agreement.

6.8 The continuing accuracy of all Seller’s representations and warranties in this Agreement.

6.9 Review and acceptance of the legal description of the Property by the Oregon Department of Justice to confirm that the description correctly and completely describes the property Buyer intends to purchase.

7. **Conveyance by Warranty Deed.** At Closing, Seller shall convey title to the Property to Buyer by warranty deed in substantially the form provided in Exhibit B (the “Deed”).

8. **Title Insurance.** If Seller’s condition stated in Section 5.1 has been satisfied, Buyer will acquire, at Buyer’s sole expense at Closing, an ALTA owner’s standard coverage policy of title insurance, in the amount of the Purchase Price, showing title to the Property vested in Buyer as described above, subject only to the Permitted Exceptions.

9. **Escrow Instructions.** Upon execution of this Agreement, the parties shall deposit an executed counterpart of this Agreement with First American Title Insurance Company, located at Albany, Oregon (“Escrow Agent”). Seller and Buyer shall execute such reasonable additional and supplementary escrow instructions as may be appropriate to enable Escrow Agent to comply with the terms of this Agreement; however, in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement control.

10. **Closing.** The closing of the sale and purchase of the Property (the “Closing”) must be held and delivery of all items to be made at the Closing under the terms of this Agreement must be made at the offices of Escrow Agent on or before September 30, 2022, or such later date and time as Buyer and Seller may mutually agree upon in writing, time not being of the essence of this Agreement (the “Closing Date”).

11. **Seller’s Closing Documents.** At or before Closing, Seller shall deposit with the Escrow Agent the following items:
11.1 the duly executed and acknowledged Warranty Deed;

11.2 the title insurance company's commitment to issue an ALTA owner's standard coverage policy of title insurance, as described in Section 4.1;

11.3 originals of all Documents identified in Section 4 of this Agreement; and

11.4 such additional funds as Seller is obligated to provide under this Agreement that are necessary to close this transaction.

12. **Buyer's Closing Documents.** At or before Closing, Buyer shall deposit into escrow the following items:

12.1 the Purchase Price; and

12.2 such additional funds as Buyer is obligated to provide under this Agreement that are necessary to close this transaction.

13. **Proration and Closing Costs.**

13.1 All real property taxes and assessments shall be prorated as of the date of Closing, and any taxes or additional penalties that would be due as a result of removal of the Property from any tax deferral or special use assessment program will be charged to Seller as though the Property were removed from such program on the Closing Date, provided however, that if Buyer changes the use of the said property after the date of closing, and such change causes assessments to become due thereafter, Buyer shall be responsible for any such taxes or assessments.

13.2 Buyer shall pay the cost of a standard coverage title insurance policy.

13.3 Buyer shall pay the recording fee for the Deed.

13.4 Buyer shall pay all costs of escrow.

13.5 Buyer shall pay for the Yellow Book Appraisal, if required.

13.6 Seller shall clear any and all liens, including mortgage liens or other debt instruments, from Seller's proceeds at closing.

14. **Required Actions of Buyer and Seller.** Buyer and Seller shall execute all such instruments and documents and take all actions as may be necessary or convenient in order to consummate the purchase and sale contemplated by this Agreement and shall use their reasonable efforts to accomplish the close of escrow in accordance with the provisions stated in this Agreement.
15. Seller’s Representations and Warranties. Seller represents and warrants to Buyer that:

15.1 Seller has the legal power, right, and authority to enter into this Agreement and the instruments referred to here and to consummate the transactions contemplated in this Agreement.

15.2 This Agreement and all documents required to be executed by Seller are and will be valid, legally binding obligations of and enforceable against Seller in accordance with their terms.

15.3 Neither the execution and delivery of this Agreement and documents referred to here, nor the incurring of the obligations set forth here, nor the consummation of the transactions here contemplated, nor compliance with the terms of this Agreement and the documents referred to here, conflict with or result in the material breach of any terms, conditions, or provisions of, or constitute a default under any bond, note, or other evidence of indebtedness, or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease, or other agreements or instruments to which Seller is a party or affecting the Property.

15.4 Except as disclosed to Buyer in writing, there is no litigation, claim, or arbitration, pending or threatened (including any material default or breach), with regard to the Documents, the Property, or operation of the Property.

15.5 No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, or other proceedings are pending or, to the best of Seller’s knowledge, threatened against Seller, nor are any such proceedings contemplated by Seller.

15.6 To Seller’s knowledge, there are no unperformed obligations that are currently due relative to the Property to any governmental or quasi-governmental body or authority.

15.7 To Seller’s knowledge, Seller has not caused any hazardous substance, waste, or material to be used, generated, stored, or disposed of on or transported to or from the Property in violation of any applicable law before or during the period in which Seller has owned the Property. For the purposes of this Section 15.7, “hazardous substance, waste, or material” means all petroleum-based products, radon, asbestos, PCBs, and all substances, wastes, and materials that are so defined in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 USC §§9601-9675; the Resource Conservation and Recovery Act, 42 USC §§6901-6992k; and the Hazardous Materials Transportation act, 49 USC §§5101-5128, as may be amended from time to time.
15.8 Seller is the legal and beneficial fee simple titleholder of the Property and has good, marketable, and insurable title to the Property, free and clear of all liens, encumbrances, claims, covenants, conditions, restrictions, easements, rights of way, options, judgments, or other matters, except as disclosed by the preliminary title report. There will be no change in the ownership, operation, or control of Seller from the date of this Agreement until the Closing Date.

15.9 Seller has neither entered into any other contracts for the sale of the Property, nor, to Seller’s actual knowledge, do there exist any, rights of first refusal or options to purchase the Property which have been executed by Seller.

15.10 To the extent that any Water Rights for the Property exist, Seller has neither forfeited nor abandoned the Water Rights, as Seller has maintained the Water Rights by applying water to the Property for beneficial use in compliance with the Water Rights during the five (5) year period preceding the Closing Date.

15.11 There is access to the Property via: (a) appurtenant easement(s) for ingress and egress that benefit the Property; or (b) a public road or dedicated public street which provide unimpeded access to the Property.

Seller’s representations and warranties contained in Section 14 shall survive the Closing and do not merge into the Deed and the recordation of the Deed in the official records.

16. **Buyer’s Representations and Warranties.** In addition to any express agreements of Buyer contained elsewhere in this Agreement, Buyer represents and warrants to Seller that:

16.1 Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referred to here and to consummate the transactions contemplated here.

16.2 All requisite action has been or will be undertaken by Buyer in connection with entering into this Agreement and the instruments referred to here and the consummation of the transactions contemplated here.

16.3 The persons executing this Agreement and the instruments referred to here on behalf of Buyer have the legal power, right, and actual authority to bind Buyer to the terms and conditions of this Agreement.

16.4 This Agreement and all documents required by it to be executed by Buyer are and will be valid, legally binding obligations of, and enforceable against Buyer in accordance with their terms.
17. **Buyer’s Right to Assign.** Buyer shall have the right to assign any or all of its rights under this Agreement to any other agency or subdivision of the State of Oregon, should such assignment be necessary in order to facilitate the transaction.

18. **Brokers and Commissions.**

Buyer is represented in this transaction by Richard Duncan, a real estate principal broker licensed in the State of Oregon, an employee of the Buyer, who is acting as a salaried employee of the State of Oregon under Section 696.030(k) of the Oregon Revised Statutes and pursuant to the “Disclosure of Real Estate License and Confirmation of Relationship” executed between the Oregon Department of Fish and Wildlife and Duncan on November 8th, 2012. Duncan shall not participate in any brokerage commissions nor make a claim for any brokerage or finder’s fees generated as a result of this transaction.

Seller represents that Seller is not represented in this transaction by any agent, and further warrants that any commissions payable to any real estate agent resulting from Seller’s participation in this transaction shall be payable by Seller.

Neither Buyer and/or the State of Oregon shall be liable for any brokerage commissions or finder’s fees to any party in connection with the transaction contemplated by this Agreement.

19. **Amendment and Modification.** This Agreement may be amended, modified, or supplemented only by a written agreement signed by Buyer and Seller.

20. **Risk of Loss Prior to Closing.** Risk of loss or damage to the Property or any part of it by fire, storm, burglary, vandalism or other casualty between the Effective Date of this Agreement and the Closing Date is hereby assumed by Seller.

21. **Notices.** All notices required or permitted hereunder must be in writing and must be served on the Parties at the following addresses:

**Seller:**
Elva Marlene Lassen  
4448 Knoop Avenue  
Eugene, OR 97402  
Phone: 541-517-6036

**Buyer:**
Oregon Department of Fish and Wildlife  
Attn: Richard Duncan, or successor  
Realty Specialist  
4034 Fairview Industrial Drive SE  
Salem, OR 97302  
E-Mail: richard.d.duncan@state.or.us  
Phone: 503-947-6240
Any such notices may be sent by: (a) certified mail, return receipt requested, in which case notice is deemed delivered five (5) business days after deposit, postage prepaid in the U.S. mail; or (b) a nationally recognized overnight courier, in which case notice is deemed delivered one business day after deposit with such courier; or (c) facsimile transmission or e-mail, in which case notice is deemed delivered upon electronic verification that transmission to recipient was completed.

22. **Personal Property.** Seller shall remove any and all personal property from the Property prior to closing except one old seed drill and two trailer frames. In the event that high water prevents land-based access to the Property prior to Closing, Buyer agrees to grant Seller access to the Property after Closing to remove any other personal property when conditions permit.

23. **Possession.** Seller will deliver possession of the Property to Buyer on the Closing Date, subject to any lease to be executed between Buyer and Seller.

24. **Governing Law.** All matters with respect to this Agreement, including but not limited to matters of validity, construction, effect, and performance, are to be governed by the laws of the State of Oregon applicable to contracts made and to be performed therein between residents thereof.

25. **Counterparts.** This Agreement may be executed in two or more fully or partially executed counterparts, each of which is an original binding the signer thereof against the other signing parties, but all counterparts together constitute one and the same instrument.

26. **Entire Agreement.** This Agreement and any other document to be furnished pursuant to the provisions of this Agreement embody the entire agreement and understanding of the parties as to its subject matter. There are no restrictions, promises, representations, warranties, covenants, or undertakings other than those expressly set forth or referred to in such documents. This Agreement and such documents supersede all prior agreements and understandings among the parties with respect to the subject matter of this Agreement.

27. **Severability.** Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement.

28. **Arbitration/Remedies.** In the event of dispute regarding the terms of this Agreement, Buyer and Seller agree that either party may submit the dispute to non-binding arbitration. Should said arbitration fail to resolve the dispute within sixty (60) days of submission of the issue to the arbitrator, either party may proceed to exercise any and all remedies available to it under law and equity, and Buyer may pursue an action to compel specific performance or an action for damages for breach, separately or alternatively.
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.

Seller:
Elva Marlene Lassen

By: [Signature] 
Elva Marlene Lassen

Date: [March 18, 2020]

Buyer:
The State of Oregon, acting by and through 
the Oregon Department of Fish and Wildlife

By: [Signature] 
Evan Kleiner

Its: Deputy Director of Administration

Date: [3/19/2020]
Approved for legal sufficiency pursuant to ORS 291.047

By: __________________________

______________________________

Title: Assistant Attorney General,
Oregon Department of Justice

Date: __________________________
EXHIBIT A
Legal Description of the Property

Legal Description of the Property to be provided by Escrow Agent at Closing

The Property is being sold together with all improvements located on the Property and any other rights or interests appurtenant to the Property.
EXHIBIT B
Form of Deed

AFTER RECORDING, RETURN TO:
Grantee:
Oregon Department of Fish and Wildlife
4034 Fairview Industrial Drive SE
Salem, Oregon 97302

With a copy to:
Elva Marlene Lassen
4448 Knoop Avenue
Eugene, OR 97402

SEND TAX STATEMENTS TO:
Oregon Department of Fish and Wildlife
4034 Fairview Industrial Drive SE
Salem, Oregon 97302

WARRANTY DEED
(ORS 93.850)

Elva Marlene Lassen, Grantor, conveys and warrants to the State of Oregon, acting by and through the Oregon Department of Fish and Wildlife, Grantee, the following described real property, together with all improvements thereupon, and free of all encumbrances except as specifically set forth herein:

See Exhibit A attached hereto

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. 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, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

The true consideration for this conveyance is $______________.
Dated this ___ day of ____________, 20__.

______________________________________

By: ________________

As its: ____________________________

STATE OF OREGON 

) ss:
COUNTY OF ________________ 

This instrument was acknowledged before me on _________________, 20__, by __________________________, [title] of ____________________________.

________________________
SAMPLE
Notary Public for Oregon
My Commission Expires: ____________

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The State of Oregon acting by and through the Oregon Department of Fish and Wildlife accepts this conveyance in accordance with ORS 93.808.

By: ________________

As: ____________________________

STATE of OREGON 

) ss:
COUNTY of ________________

This instrument was acknowledged before me on _________________, 20__, by Erica Kleiner, as Deputy Director for Administration of the Oregon Department of Fish and Wildlife.

________________________
SAMPLE
Notary Public for Oregon
My Commission Expires: ____________
EXHIBIT A
To Warranty Deed

Legal Description of the Property to be provided by Escrow Agent at Closing

The Property is being sold together with all improvements located on the Property and any other rights or interests appurtenant to the Property, subject to the terms and conditions of this Agreement.

SUBJECT TO:

[insert Permitted Exceptions, excluding the “standard” or “general” exceptions 1-5 included in title commitment and approved by Buyer]

TOGETHER WITH all improvements located on the Property and any other rights or interests, including but not limited to water rights appurtenant to the Property and rights to minerals and geothermal resources, as defined in ORS 273.775(1) and (2).
EXHIBIT C
Map of the Property