

BID FORM AND INTERIM SALES AGREEMENT

DIRECT SALE PUBLIC AUCTION 26 July 2011

MINIMUM ACCEPTABLE BID	AMOUNT OF BID
<u>\$104,200.00</u>	\$ _____
LESS DEPOSIT	\$ _____
TOTAL BALANCE DUE	\$ _____

FILE NUMBER 7329001
DISTRICT NUMBER 13
COUNTY NUMBER 31
AREA (SQ.FT./ACRES) 7.10+/-

CONDITIONS OF SALE:

- Noise and Air pollution clauses.
- Restrictions on signboards and all types of junkyards.
- Property shall not be used for the operation of any garbage dump or sanitary land fill.
- Special assessments, existing restrictions, reservations and easements, if any.
- Subject to the rights of any utilities located within said property and further subject to the rights of said existing facilities, if any there be, to operate, reconstruct, and maintain their utility facilities presently located within said property.
- The State of Oregon does **not** provide Title Insurance. The purchaser may, at their own expense, purchase Title Insurance.
- This area receives very limited ODOT maintenance and/or snow removal.
- State shall deliver a standard Oregon Department of Transportation Bargain and Sale Deed. (Refer to Exhibit B for a sample of a typical deed, the actual deed to the property may reflect additional covenants, conditions, reservations and restrictions.) State's deed shall be subject to all standard covenants, conditions, reservations and restrictions contained therein.
- Property Sold AS-IS: Property to be sold "As Is" with all defects, if any. Grantee releases, indemnifies and forever discharges Grantors of and from all claims, actions, causes of action, fines, penalties, damages (including consequential, incidental and special damages), costs (including the cost of complying with any judicial or governmental order), and expenses (including attorney fees), direct or indirect, known or unknown, foreseen or unforeseen, which may arise on account of or in any way growing out of or in connection with any physical characteristic or condition of the Property, including any surface or subsurface condition, or any law, rule or regulation applicable to the Property.
- It is the buyers responsibility to perform sufficient due diligence to determine if unknown environmental hazards or conditions exist. ODOT assumes no responsibility or liability for any impacts to the property of contamination from adjacent properties, or unidentified contamination, if detected on the property.
- Purchaser will have an opportunity to examine the Property to their own satisfaction and will form their own opinion as to the condition (including environmental condition) and value thereof. State will not provide, and Purchaser shall not rely on, any statements or representations from State or any person acting on behalf of State concerning any of the following, except as expressly provided otherwise in the Agreement, including the following:
 - a) the size or area of the Property or any of the parcels of the Property;
 - b) the location of corners or boundaries of any parcel of the Property;
 - c) except as disclosed in the Agreement, the condition of the Property, including but not limited to, environmental conditions above or below the surface of the Property or compliance with environmental laws and other governmental requirements;
 - d) the availability of services to the Property;
 - e) Grantee is acquiring the Property, both above surface and below surface, in the condition existing at the time of closing;
 - f) the ability of Purchaser to use the Property or any portion thereof for any intended purpose; or
 - g) any other matter affecting or relating to the Property or any portion thereof.

The undersigned as bidder, hereinafter referred to as "Purchaser" agrees to the terms set forth in the "Terms of Sale", which terms are incorporated herein by reference and made a part hereof and agrees to pay the STATE OF OREGON, by and through its Department of Transportation, hereinafter referred to as "State" the sum indicated above as the "Amount of Bid", for parcel described on Exhibit "A" attached.

Accompanying the bid is a check payable to the Department of Transportation, in the amount of \$_____.
Property to be purchased on a (cash contract) basis. Balance of (purchase price down payment), in the amount of \$_____, to be in the form of a Cashier's Check to be paid by 26 September 2011. Contract interest shall be N/A. Contract balance will be amortized over N/A years.

The deposit shall be applied to the bid for the property on which the undersigned is the successful Purchaser. In the event Purchaser fails to pay the balance due in the time specified, or meet contract terms when executed, all rights of the Purchaser in said real property shall cease and all right, title and interest in said real property shall continue to remain vested in the State, free of any claim or equity in the undersigned Purchaser or those claiming through the Purchaser, and the State shall retain all payments or deposits as liquidated damages for failure of Purchaser to complete the purchase or meet the conditions of the contract.

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

PLEASE READ THE FOLLOWING BEFORE SIGNING

REAL PROPERTY TERMS OF SALE

CASH SALE: Cash or check in the amount stated in the sale advertisement at time of bid, balance to be paid within 60 days. It is understood that the bidder acquires no right, title, interest or equity in or to said real property until full purchase price has been paid.

CONTRACT SALE: Final contract terms will be as provided in the sale advertisement for this property, plus the following:

UNPAID BALANCE: Purchasers may pay all or any part of the balance due on this contract at any time prior to the time herein specified and required.

IMPROVEMENTS: All existing buildings and improvements and those hereafter placed upon premises shall be kept in good repair by Purchasers and not be removed prior to final payment under this contract. Purchasers will obtain State's written consent before altering or adding to any building on premises.

INSURANCE: Purchasers shall keep the buildings now located or hereafter placed on premises constantly insured against loss by fire in amounts which are at least equal to the balances due State under this contract. The fire insurance which shall include extended coverage shall be written in the name of the Purchasers with loss, if any, payable to State to the extent of its interest, balance, if any, payable to Purchasers. Purchasers shall deliver to State certificates of coverage from each insurer containing a stipulation that coverage shall not be canceled or diminished without a minimum of 30 days written notice to State. In the event of loss, Purchasers shall give immediate notice to State. State may make proof of loss if Purchasers fail to do so within 15 days of the loss.

INSURANCE FOR OTHER THAN SINGLE FAMILY DWELLING, in addition to the above insurance requirements; During the term of this contract, Purchasers shall maintain public liability and property damage insurance with limits of not less than \$50,000 for any number of claims for any number of claims for damages to or destruction of property, including consequential damages, arising out of a single accident or occurrence; \$100,000 for all other claims arising out of a single accident or occurrence and \$1,000,000 for any number of claims arising out of a single accident or occurrence. Such insurance shall cover all risks arising directly or indirectly out of Purchasers' activities on or any condition of Premises whether or not related to an occurrence caused or contributed to by State's negligence; shall protect Purchasers against the claims of State on account of the obligation assumed by Purchasers under the contract, and shall protect State and Purchasers against claims of third persons. State shall be named an additional insured to such policy. Such policies shall be written in such form with such terms and by such insurance companies acceptable to State. Purchasers shall deliver to State certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a 30 day prior written notice to State.

TAXES AND ASSESSMENTS: State will pay all real property taxes assessed against premises and improvements thereon, as said real property taxes become due, or in advance of the due date thereof and add said taxes to the principal balance due on the purchase price of premises. Except as herein otherwise provided, the amount of the monthly payments under this contract will be adjusted on January 1st of each year thereafter to reflect the amount of the annual real property taxes assessed against premises and improvements thereon. Except for the real property taxes as hereinabove provided, Purchasers agree to regularly and seasonally pay all other liens, assessments and charges, including local improvement assessments, which are or may be hereafter lawfully imposed or which constitute or will constitute liens or encumbrances against premises. If Purchasers fail or refuse to pay and discharge any of the above mentioned liens, assessments or charges prior to the time they are to become delinquent, State, at its option, may pay the same and add the amount expended to the balance of the purchase price.

DEED: In case Purchasers, their legal representatives or assigns, shall pay the several sums of money aforesaid, punctually and at the time above specified, and shall strictly and literally perform all and singular the agreements and stipulations aforesaid, according to the time, intent, and tenor thereof, then State will give unto Purchasers, their heirs or assigns, upon request and upon surrender of this contract, a deed of conveyance conveying premises.

ASSIGNMENT: Purchaser shall not sell, assign, or transfer this contract without the prior written consent of State. As a condition to such consent, State will collect a transfer fee and may elect to increase the interest rate hereunder from the date of such transfer of sale. Any such increase in interest shall entitle State to increase the monthly payments hereunder so as to retire the obligation created by the contract within the advertised term.

DEFAULTS: Time and the prompt and punctual payment of all sums payable hereunder, and the exact performance and observance of each and all of the agreements and provisions herein contained, are in each and every case of the essence of this contract. If Purchasers fail to pay, when the same becomes due as herein provided, any of the installments specified herein, or become delinquent in the payment of said installments or any of them or in the payment of any assessments levied or assessed or becoming payable against premises, or fail to keep premises free from liens and encumbrances accruing after this date, or otherwise fail to keep and perform the agreements herein, State may take any one or more of the following steps: (a) Terminate this contract by giving Purchasers a 30-day notice in writing of its intentions to do so, and upon the expiration of said 30-day period and the continued default in any covenant or condition by Purchasers during such period, then State may, without tender of performance or suit or action, declare this contract null and void, and all the rights of Purchasers in said contract and all their estate, equity interest or right of possession in premises shall cease and terminate, and all payments made by Purchasers to State, whether principal or interest, or for taxes, liens or assessments, and including any and all buildings and improvements upon premises, shall be forfeited to State, the same being considered liquidated damages for the nonperformance of this contract, and State shall have the right of immediate possession of premises without the

FILE INFORMATION

(NOT to be included with Exhibit A)

File 7329001A

Drawing 1R-4-1057

Shannon Suderman – April 22, 2010

Grande Ronde RV UPRR Uxing/ Upper Perry Arch Bridge Section
Old Oregon Trail Highway No. 6
Union County
Throughway

ODOT

Access language: No Access Control

This parcel lies within Sections 32 & 33, T. 2 S., R. 37 E., W.M.

This parcel lies within Tax Lot 3601 Tax Lot Map 02S37E, Union County.

Prior files, recorded documents, and access control:

7329001 – 7.10 acres, more or less.

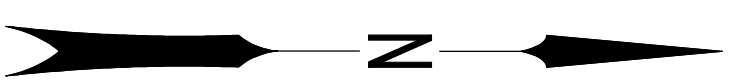
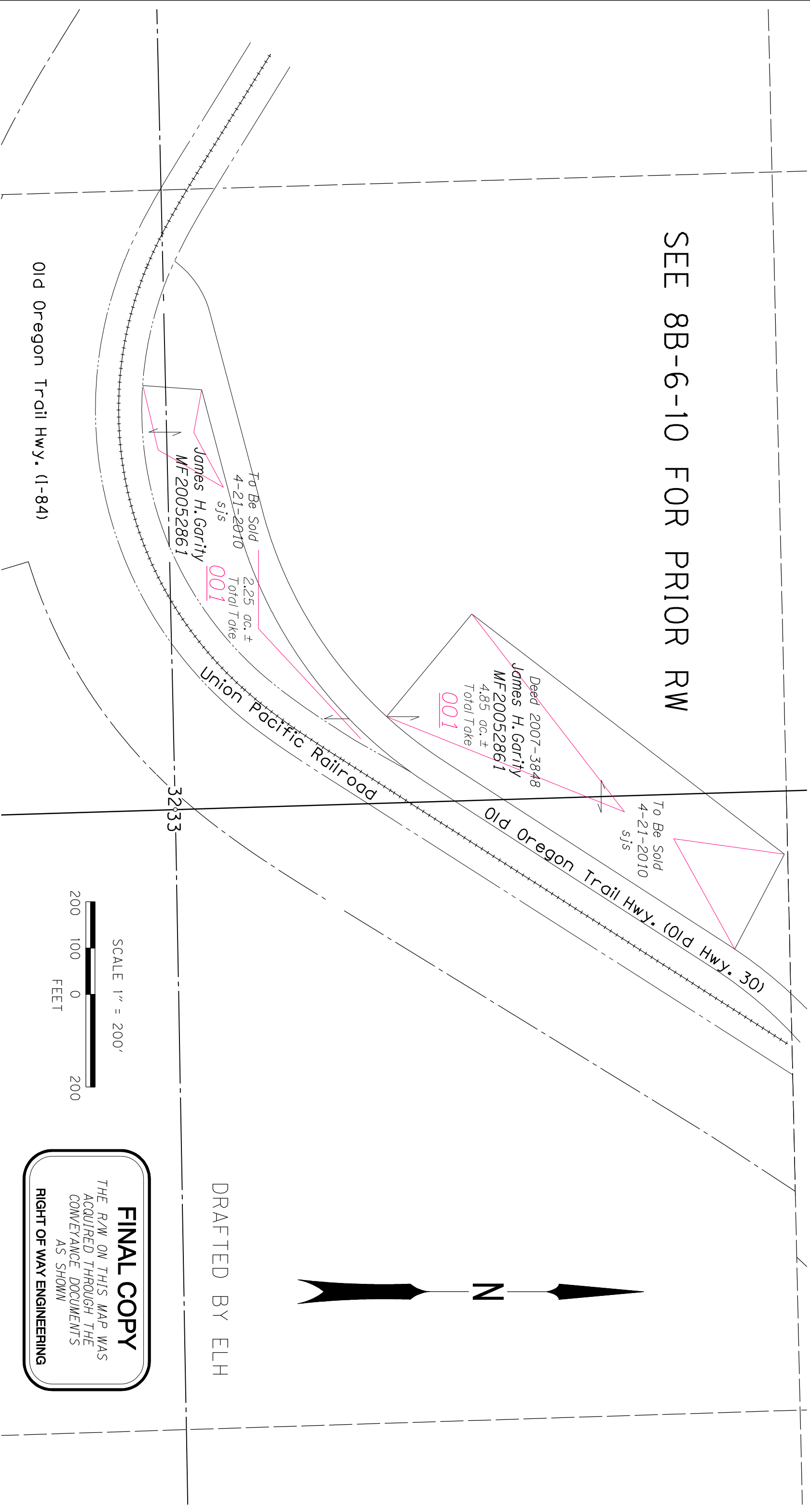
(EXHIBIT A - NEXT PAGE)

To Be Sold

A tract of land lying in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 32, and the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 33, Township 2 South, Range 37 East, W.M., Union County, Oregon and being that property described in that Warranty Deed to the State of Oregon, by and through its Department of Transportation, recorded July 17, 2007 as Microfilm Document No. 20073848 of Union County Record of Deeds.

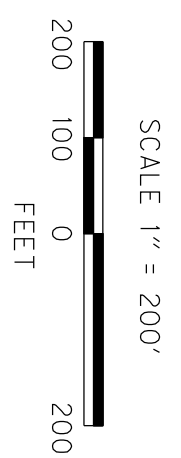
This parcel of land contains 7.10 acres, more or less.

SEE 8B-6-10 FOR PRIOR RW



DRAFTED BY ELH

FINAL COPY
 THE R/W ON THIS MAP WAS
 ACQUIRED THROUGH THE
 CONVEYANCE DOCUMENTS
 AS SHOWN
RIGHT OF WAY ENGINEERING



OREGON DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY DRAWING

Section		REVISION HISTORY	
Highway	Grande Ronde RV UPRR UXING/Upper Perry Arch Bridge	DATE	DESCRIPTION
County	Old Oregon Trail	Apr 2010	shannon suderman
Purpose	Union		Deed Recording
	Fee Take entire property	Proj. No.	7329
		Scale	1" = 200'
		Date	March, 2007

Exhibit B

File 000 000
Drawing 00-0-0000

DEED

The **STATE OF OREGON**, by and through its **DEPARTMENT OF TRANSPORTATION**, Grantor, for the true and actual consideration of \$ _____ does convey unto, **«GRANTEE NAME HERE»**, Grantee, the property described on **Exhibit "A" dated «date»** attached hereto and by this reference made a part hereof.

This conveyance is made and delivered upon the following express conditions, reservations, and restrictions:

1. Subject to special assessments, existing restrictions, reservations and easements of record, if any.
2. That there is reserved by Grantor, and waived by Grantee, all access rights between the above described real property and the **«Highway Name»** Highway abutting on said parcel.

This reservation shall run with the land and shall not be subject to modification, cancellation, or destruction by adverse user or estoppel, no matter how long continued. Nothing in this conveyance shall be construed as conveying any estate, right, title, or interest in and to said abutting public highway right of way or any rights of reversion therein or thereto.

3. That the above described land shall never be used for the placing or maintenance of any advertising sign, display, or device, except such sign, display, or device used to advertise the activities on said land, or the lease or sale of said land or any portion thereof. In the event of violation of this condition, Grantor shall have the right, through its authorized officers, agents, or employees to enter upon said land and remove, destroy, or obliterate any unauthorized sign, display, or device, without liability for damage or injury thereto, and to recover the cost of such removal, destruction or obliteration from the owner of said land.

4. That no junk, scrap, junked motor vehicles, or parts thereof, debris, trash, waste, or other such materials shall be placed on said land for whatever purpose in any manner so as to be visible from a state highway, provided that such items as listed above can otherwise be placed on said land without violating any applicable law, ordinance, or regulation. In the event of violation of this condition, Grantor shall have the right, through its authorized officers, agents, or employees, to enter upon said land and remove or destroy any unauthorized junk, scrap, or other material mentioned above and recover the cost of such removal or destruction from the owner of said land.

5. That this property shall not be used for the operation of any garbage dump or sanitary land fill. If such use is made of the property, Grantor may, at its election, enter upon said land and restore it to the condition that existed prior to said use for garbage dump or sanitary land fill purposes and recover the cost thereof from the owner of said land.

TAX STATEMENTS SHALL BE SENT TO:

N/A

AFTER RECORDING RETURN TO:

PROPERTY MANAGEMENT / ACCESS RESEARCH
OREGON DEPARTMENT OF TRANSPORTATION
4040 FAIRVIEW INDUSTRIAL DRIVE SE, MS#2
SALEM, OR 97302-1142

6. That this conveyance is made upon the further condition, which shall constitute a covenant running with the land, that Grantor shall not at any time become liable to Grantee and grantee's heirs, successors and assigns in interest, for damages to the land herein described or any buildings, structures, improvements, or property of any kind or character now or hereafter located upon said land or for any injuries to any owner, occupant, or any person in or upon said land or for any interference with the use and enjoyment of said land or for damages which except for this covenant might constitute a nuisance caused directly or indirectly by noise or air pollutant emissions from transportation vehicles using the highway or transportation facility adjacent to said land. Any reference in this covenant to the highway or transportation facility adjacent to said land refers to the highway or transportation facility as it now exists and also as it will exist with future improvements. Grantee and grantee's heirs, successors and assigns covenant not to sue Grantor for any said injuries or damages.

7. That Grantee acknowledges that it has examined the above described Property to its own satisfaction and has formed its own opinion as to the condition (including environmental condition) and value thereof. Grantee has not relied on any statements or representations from Grantors or any person acting on behalf of Grantors concerning any of the following: the size or area of the Property or any of the parcels of the Property; the location of corners or boundaries of any parcel of the Property; the conditions of the Property, including but not limited to, environmental condition above or below the surface of the Property or compliance with environmental laws and other governmental requirements; the availability of services to the Property; the ability of Purchaser to use the Property or any portion thereof for any intended purpose; or any other matter affecting or relating to the Property or any portion thereof. Grantee is acquiring the Property, both above surface and below surface, in the condition existing at the time of closing, AS IS, with all defects, if any. Grantee waives, releases and forever discharges Grantors of and from all claims, actions, causes of action, fines, penalties, damages (including consequential, incidental and special damages), costs (including the cost of complying with any judicial or governmental order), and expenses (including attorney fees), direct or indirect, known or unknown, foreseen or unforeseen, which may arise on account of or in any way growing out of or in connection with any physical characteristic or condition of the Property, including any surface or subsurface condition, or any law, rule or regulation applicable to the Property.

8. Subject to the rights of any utilities located within said property and further subject to the rights of said existing facilities, if any there be, to operate, reconstruct, and maintain their utility facilities presently located within said property.

It is understood that the conditions, reservations, restrictions, and covenants herein set out have been considered in determining the amount of consideration of this conveyance.

The rights and remedies herein reserved or provided shall not be exclusive and shall not be in derogation of any other right or remedy which Grantor may have. The conditions and restrictions herein contained shall run with said land and shall forever bind Grantee and grantee's heirs, successors and assigns. Where any action is taken to enforce the above mentioned conditions and restrictions, Grantor shall not be liable for any trespass or conversion as to any real or personal property. Where legal proceedings are commenced by Grantor to enforce the foregoing conditions and restrictions or for the recovery of the aforementioned removal or destruction costs, the successful party shall be entitled to reasonable attorney fees and court costs.

In construing this deed, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this deed shall apply equally to corporations and to individuals.

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. 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.

Dated this _____ day of _____, 20_____.

**STATE OF OREGON, by and through its
DEPARTMENT OF TRANSPORTATION**

By _____
Deolinda G. Jones, State Right of Way Manager

STATE OF OREGON, County of Marion

Dated _____, 20_____. Personally appeared Deolinda G. Jones, who being sworn, stated that she is the State Right of Way Manager for the State of Oregon, Department of Transportation, and that this document was voluntarily signed on behalf of the State of Oregon by authority delegated to her. Before me:

Notary Public for Oregon
My Commission expires _____