

Oregon Department of Transportation

**BID FORM AND SALES AGREEMENT**

**Property Location/Address:**

2540 Newberg Highway as described on Exhibit A (the "Property")

PM FILE:	
ACQ FILES:	7139-037
SECTION:	Surplus - Marion
HIGHWAY:	140 - HILLSBORO-SILVERTON
COUNTY:	Marion
MAP NO(s):	11B-4-30
MILEPOINT:	-
EA:	7139037A/003/L31

PUBLIC AUCTION  
(November 16, 2015)

OPEN BID

DIRECT SALE

**SALE PRICE: \$580,000**

CASH

~~CONTRACT~~

**BID TO PURCHASE**

**BID AMOUNT** \$ \_\_\_\_\_

**EARNEST MONEY DEPOSIT** - \$ \_\_\_\_\_  
(include check for this amount)

**TOTAL BALANCE DUE FOR PURCHASE PRICE** = \$ \_\_\_\_\_

The Bid Amount indicated above is hereby submitted for the purchase of the Property. Upon written acceptance of this Bid Form and Sales Agreement by the STATE OF OREGON, by and through its Department of Transportation, hereinafter referred to as "State," the undersigned as bidder, hereinafter referred to as "Purchaser," agrees to purchase the Property on the terms and conditions in the "Terms of Sale" set forth below, with the Bid Amount being the Purchase Price for the Property.

Accompanying this Bid Form and Sales Agreement is an Earnest Money Deposit in the form of a check payable to the Oregon Department of Transportation, in the amount of the Earnest Money Deposit set forth above.

THE STATE RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AT ANY TIME PRIOR TO ITS WRITTEN ACCEPTANCE OF THIS BID. If the State rejects this bid, it will return the Earnest Money Deposit to Purchaser, without any accrued interest.

**Purchasers Initials:**

Oregon Department of Transportation

TERMS OF SALE

Purchaser agrees to purchase the Property from the State on the following terms and conditions:

1. The Purchase Price for the Property is:

\$ \_\_\_\_\_ (Bid Amount)

2. Purchasers are submitting an Earnest Money Deposit with this Agreement in the amount of \$ \_\_\_\_\_. IN THE EVENT THE STATE WITHDRAWS SALE OF THE PROPERTY AFTER A BID IS ACCEPTED, THE EARNEST MONEY DEPOSIT SHALL BE RETURNED TO PURCHASER WITHOUT ANY ACCRUED INTEREST.

3. Purchaser will purchase the Property on a  Cash  ~~Contract basis.~~

CASH PURCHASE

Purchaser will pay the State the balance of the Purchase Price (the Purchase Price less the Earnest Money Deposit) in the form of a cashier's check payable to the Oregon Department of Transportation, to be paid no later than February 16, 2017.

The Property will be conveyed by Bargain and Sale Deed. The State will record the Deed only after the full Purchase Price has been paid and all other conditions of sale have been satisfied.

In the event Purchaser fails to pay the balance of the Purchase Price due in the time specified, all rights of Purchaser in the 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 Purchaser, and the State shall retain the Earnest Money Deposit and any interest thereon.

\_\_\_\_\_ (Purchaser's Initials)

Unless and until the Bargain and Sale Deed is executed, Purchaser acquires no right, title, interest or equity in or to the Property and may not take possession of the Property.

CONTRACT PURCHASE

~~State and Purchaser shall enter into a Land Sale Contract in the State's standard form for the purchase of the Property. The State may record the executed Land Sale Contract or a memorandum thereof.~~

~~Interest under the Land Sale Contract shall be \_\_\_\_\_% per year. Monthly payment will calculated based on a \_\_\_\_\_ year amortization, with the entire unpaid balance due within \_\_\_\_\_ year(s).~~

~~Unless and until the Land Sale Contract is executed, Purchaser acquires no right, title, interest or equity in or to the Property and may not take possession of the Property.~~

Purchasers Initials:

## Oregon Department of Transportation

4. 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 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.

5. The state will convey and Purchaser will acquire the Property AS IS, with all defects, if any. The State will convey only such right, title and interest in the Property as is now vested in the State. Conveyance will be by Bargain and Sale Deed in the State's standard form and will be subject to (a) all standard conditions, restrictions and reservations contained therein, (b) all conditions, restrictions and reservations contained within the Land Sale Contract, if applicable; and (c) the following conditions:

- Property is to be sold "AS IS."
- The Oregon Transportation Commission's use restrictions on signboards.
- The Oregon Transportation Commission's use restrictions on all types of junkyards.
- Noise and Air Pollution clause.
- 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.
- Property shall not be used for the operation of any garbage dump or landfill.
- Access to HILLSBORO-SILVERTON Highway is completely restricted.

6. Unless specifically provided for herein, **the State will not provide title insurance.** If Purchaser wishes to obtain title insurance or use an escrow agent in connection with the purchase of the Property, Purchaser may do so at Purchaser's sole expense.

7. Any real property taxes shall be prorated to the date of recording or other date agreed upon by the State and Purchaser.

*[remainder of this page intentionally left blank]*

Purchasers Initials:

**Oregon Department of Transportation**

**PURCHASER'S BID SUBMISSION (if applicable) AND ACCEPTANCE OF TERMS OF SALE**

\_\_\_\_\_  
(PRINT NAME OF PURCHASER)

\_\_\_\_\_  
(PRINT NAME OF ADDITIONAL PURCHASER)

By: \_\_\_\_\_  
(Signature of Purchaser)

By: \_\_\_\_\_  
(Signature of additional purchaser)

Name: \_\_\_\_\_  
(Print Name of Person Signing)

Name: \_\_\_\_\_  
(Print Name of Person Signing)

Title: \_\_\_\_\_  
(Print Title, if any, of Person Signing)

Title: \_\_\_\_\_  
(Print Title, if any, of Person Signing)

Date: \_\_\_\_\_  
(Print Date)

Date: \_\_\_\_\_  
(Print Date)

**PURCHASER CONTACT INFORMATION**

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, ZIP

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

**DEED INFORMATION**

\_\_\_\_\_  
Please print name(s) exactly as it should be printed on Deed

\_\_\_\_\_  
Mailing Address for Tax Statements

\_\_\_\_\_  
City, State, ZIP

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**STATE'S ACCEPTANCE OR REJECTION OF BID FORM AND SALES AGREEMENT**

- STATE Accepts
- STATE rejects and submits Counter Offer
- STATE rejects

By: \_\_\_\_\_  
STATE RIGHT OF WAY MANAGER

\_\_\_\_\_  
DATE

**Parcel 1 – To Be Sold**

A parcel of land lying in Lot 1, Block 75, WOODBURN SENIOR ESTATES NO. 7A, Marion County, Oregon; the said parcel being that property designated as Parcel 2 and described in that Bargain and Sale Deed to the State of Oregon, by and through its Department of Transportation, recorded April 18, 2013 on Reel 3494, Page 26 of Marion County Records.

This parcel of land contains 20,602 square feet, more or less.

**Parcel 2 – Permanent Easement For Slopes, Drainage Facilities, Water, Gas, Electric And Communication Service Lines, Fixtures And Facilities (To Be Retained By The Oregon Department Of Transportation)**

A parcel of land lying in Lot 1, Block 75, WOODBURN SENIOR ESTATES NO. 7A, Marion County, Oregon and being a portion of that property designated as Parcel 2 and described in that Bargain and Sale Deed to the State of Oregon, by and through its Department of Transportation, recorded April 18, 2013 on Reel 3494, Page 26 of Marion County Records, the said parcel being that portion of said property lying Northerly and Easterly of the following described line:

Beginning at a point opposite and 62.60 feet Southerly of the center line of the relocated Hillsboro – Silverton Highway at Engineer's center line Station 523+00.00; thence Easterly parallel with said center line to Engineer's Station 524+89.00; thence Southeasterly in a straight line to a point opposite and 35.00 feet Westerly of the center line of Oregon Way (City Street) at Engineer's Station "OW" 10+99.00; thence Southerly in a straight line to a point opposite and 33.60 feet Westerly of said Oregon Way center line at Engineer's Station "OW" 11+19.00; thence Southerly parallel with said Oregon Way center line to Engineer's Station "OW" 12+06.00; thence Southerly in a straight line to the Westerly right of way of said Oregon Way a point opposite and 30.00 feet Westerly of said Oregon Way center line at Engineer's Station "OW" 12+60.00 and the terminus of said described line.

The center line of the relocate Hillsboro – Silverton Highway is described as follows:

Beginning at Engineer's center line Station 514+00.00, said station being 59.48 feet South and 1,652.55 feet East of the Northwest corner of the Andrew Dubois D.L.C. No. 98, Township 5 South, Range 2 West, W.M.; thence South 87° 17' 33" East 1,124.18 feet to Engineer's center line Station 525+24.18.

The center line of Oregon Way is described as follows:

Beginning at Engineer's center line Station "OW" 10+00.00, said station being 113.39 feet South and 2,792.00 feet East of the Northwest corner of the Andrew Dubois D.L.C. No. 98, Township 5 South, Range 2 Wes, W.M., thence South 2° 14' 09" West 817.80 feet to Engineer's center line Station "OW" 18+17.80.

Bearings are based on County Survey No. 37627, filed August 27, 2009, Marion County, Oregon.

This parcel contains 1,729 square feet, more or less.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

**DIGITAL SIGNATURE**

OREGON  
JULY 19, 1994  
SCOTT RICHARD MORRISON  
2674

RENEWS: 12/31/2016