REAL ESTATE PURCHASE AND SALE AGREEMENT

DATE: July 5, 2018

SELLER: Yamhill County, a political subdivision
of the State of Oregon
434 NE Evans
McMinnville, OR 97128

BUYER: The City of Dayton, a municipal corporation of the State of Oregon
416 Ferry Street
P.O. Box 339
Dayton, OR 97114

Pursuant to the terms of this Real Estate Purchase and Sale Agreement (this "Agreement") Seller desires to sell to Buyer and Buyer desires to buy from Seller the real property and all improvements thereon located in Yamhill County, Oregon (the "Property"). The Property is more fully described on the attached Exhibit A; and a map showing the Property is attached as Exhibit B, all incorporated herein by this reference.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

Section 1. SALE AND PURCHASE. On the terms and conditions contained herein, Buyer shall buy the Property from Seller and Seller shall sell the Property to Buyer for the sum of THIRTY THOUSAND NINE HUNDRED EIGHTY NINE AND 00/100 Dollars ($30,989.00), (the "Purchase Price"). Buyer shall pay the entire final Purchase Price to Escrow Holder (as defined below) in cash and a deed shall be recorded transferring title to the Property to Buyer at closing ("Closing").

Section 2. EARNEST MONEY. Buyer, upon Seller's execution of this Agreement, shall deposit with Escrow Holder FIVE THOUSAND and 00/100 Dollars ($5,000) in cash or other immediately available funds. If the sale hereunder is consummated in accordance with the terms hereof, the Earnest Money shall be applied to the cash portion of the Purchase Price to be paid by Buyer on the Closing Date. In the event of default hereunder by Buyer, the Earnest Money shall be applied as provided herein.

Section 3. CLOSING. Subject to the terms and conditions of this Agreement, Closing shall take place thirty (30) days after Seller's receipt of the Approval Notice (the "Closing Date") at the offices of First American Title, 775 NE Evans St, McMinnville, Oregon ("Escrow Holder"). Each party shall pay one-half of the escrow fee and closing costs. All utilities, property taxes and assessments will be prorated as of the Closing Date. Any of the foregoing to the contrary notwithstanding, Buyer may require that the Closing take place at any date prior to the Closing Date upon delivery to Seller of not less than ten (10) business days' prior written notice.

B.O. 18-328

Section 4. PRELIMINARY TITLE REPORT. Within ten (10) days after the date both parties have signed this Agreement (the "Effective Date"), Buyer, at Buyer's sole cost and expense, shall deliver to Seller a preliminary title report, including legible copies of all documents listed as exceptions to the title policy, prepared by Escrow Holder showing the condition of title to the Property, together with copies of all exceptions listed therein (the "Title Report"). Within fifteen (15) business days after receiving the Title Report, Buyer shall review the Title Report and notify Seller in writing of those exceptions shown in the Title Report of which Buyer disapproves ("Buyer's Notice"). Mortgages, delinquent taxes or other financial obligations secured by the Property are automatically disapproved by the Buyer and are not Permitted Exceptions Buyer's failure to timely deliver Buyer's Notice shall be construed as Buyer's approval of all of the exceptions identified in the Title Report. Buyer shall accept title to the Property subject to those exceptions of which Buyer does not disapprove, which exceptions are referred to below as the "Permitted Exceptions." If Buyer disapproves of any exceptions, Seller shall have fifteen (15) business days after receiving Buyer's Notice to either: (a) remove such exception(s); or (b) provide Buyer with assurances satisfactory to Buyer in its sole discretion that such exception(s) will be removed before Closing. If Seller does neither (a) nor (b) in the fifteen (15) business day period, then Buyer may terminate this Agreement by written notice to Seller given at any time after the end of such fifteen (15) day period, or proceed to Closing and such exceptions shall be considered Permitted Exceptions.

Section 5. DAMAGE AND DESTRUCTION. If the Property incurs any material damage or destruction due to Buyer's due diligence, including but not limited to the environmental site assessment under Section 7.1 or the Property repair and clean up under Section 7.2, Buyer shall be liable to Seller for any such damage or destruction. If any material part of the Property is condemned or threatened with condemnation on or before the Closing Date, then Buyer may terminate this Agreement on written notice to Seller.

Section 6. COMMISSIONS. Each party represents and warrants to the other that it has not engaged any broker or finder in connection with this transaction. If any claim is asserted for a commission or fee of any type or kind other than as set forth in this Section 6, then the party whose statement, representation or agreement is the basis for such claim shall indemnify and hold the other party harmless from any cost, liability, or expense (including, without limitation, reasonable attorney fees) incurred as a result of such claim.

Section 7. CONDITIONS. Except as otherwise specified this Section 7, Buyer's obligation to purchase the Property is contingent upon Seller's receipt of Buyer's written notice of approval with respect to each of the conditions and documents identified in this Section 7 (the "Approval Notice"), on or before thirty (30) days after the full execution of this Agreement (the "Due Diligence Date"). Buyer's failure to timely deliver the Approval Notice shall terminate this Agreement with no further act required by either party, and upon such termination the Earnest Money shall be returned to Buyer.

7.1 <u>Inspection, and Due Diligence</u>. Buyer may conduct due diligence and inspections of the Property and approval of the due diligence and inspections of the Property shall be in Buyer's sole discretion. Buyer's inspections may include, but are not limited to, review of applicable zoning and restrictive covenants, and environmental, soils, structural, and asbestos inspections and testings. Buyer and its agents shall have full access to the Property for the purpose of conducting Buyer's inspections; provided that in conducting its inspection, Buyer shall not unreasonably interfere with the business and operations of Seller. In addition, Buyer will have reasonable access to the Property at Closing to confirm that it is in substantially the same condition on the Closing Date as it was when inspected. Seller agrees to cooperate with Buyer in connection with investigations and/or studies and agrees to execute any and all documents that might reasonably be required in order to obtain any necessary governmental authority or consent with respect to the above-described matters.

7.2 Repair and Cleanup. Buyer shall repair any damage done to the Property by such inspections, testing and due diligence and shall indemnify and hold Seller harmless from any liability arising out of or related to such inspection and testing.

7.3 Zoning and Covenants, Conditions and Restrictions. Buyer's obligation to close is contingent on Buyer's approval, in Buyer's sole discretion, of any applicable zoning regulations and any applicable private regulation, including without limitation, relevant covenants, conditions and restrictions.

7.4 Waiver. The conditions in this Section 7 are solely for the benefit of Buyer and may be waived only by Buyer in a signed writing delivered to Seller. The waiver by Buyer of any condition shall not relieve Seller of any liability or obligation with respect to any representation, warranty or covenant of Seller.

7.5 Title Policy. Subject to Section 10, in the event Buyer determines to purchase owner's title insurance, Escrow Holder shall have committed in writing prior to or on the Closing Date to issue the owner's title insurance policy as requested by Buyer.

7.6 Delivery of Documents. Within fifteen (15) days of the Effective Date, Seller shall deliver to Buyer copies of all documents in Seller's possession or under Seller's control regarding the Property, each of which Buyer shall have approved, including, without limitation, surveys, written easements, covenants, restrictions, agreements, service contracts, agreements relating to insurance, service, operation, repair, supply, advertising, promotion, sale, leasing or management of the Property or the use of the common facilities, licenses, permits, or certificates required by governmental authorities in connection with construction or occupancy of the Property, building permits, certificates of completion, certificates of occupancy, and environmental permits and licenses, and any correspondence related to the improvements, if any, on the Property, construction drawings, as-built plans, and specifications for the Property, environmental impact reports, "Phase I" or Phase II" reports or environmental site assessments concerning hazardous materials on the Property, complaints or notices of the presence of hazardous materials on the Property, geological surveys, soil tests, engineering reports, inspection results, complaints, or notices received regarding the safety of the Property, materials related to pending or threatened litigation or litigation that was pending or threatened during the period of Seller's ownership of the Property, involving the Property or Seller on account of its ownership of the Property, including correspondence, complaints, court orders, settlements and judgments.

7.7 Board Approval. This Agreement is contingent upon the written approval of the Board of Commissioners of Yamhill County (the "Board") and the City Council of the City of Dayton, Oregon, both of which may be given or withheld in each entity's sole discretion. Each party also will seek written approval, as required under their respective rules, immediately prior to Closing.

7.8 Representation and Warranties: Covenants. The representations and warranties of Seller in this Agreement will be true and correct as of the Closing Date, with the same force and effect as if made on the Closing Date.

7.9 Exclusive Transaction; No Material Adverse Change. Provided this Agreement has not been terminated and Buyer is not in default of this Agreement, Seller agrees not to sell or offer to sell the Property to another person and/or entity.

7.10 Repurchase. If, after Closing, Buyer determines that the Property, or any portion thereof, is unsuitable for its intended purposes and will no longer be utilized by Buyer for the development of affordable workforce housing, Buyer shall first offer the Property to Seller for repurchase at the original sales price for the entire Property, or prorated for a portion of the Property. In the event that Buyer has made improvements to the Property, Buyer and Seller agree to include the cost of such improvements in the sales price, as negotiated by Buyer and Seller at the time of repurchase. This repurchase requirement shall expire three (3) years after The effective date of the deed described in Section 9 below.

Section 8. PRORATIONS. All receipts and disbursements of the Property, if any, shall be prorated as of 11:59 p.m. on the day immediately preceding the Closing Date and the Purchase Price shall be adjusted accordingly.

Section 9. DEED. On the Closing Date, Seller shall deliver to Buyer a quit claim deed conveying the Property to Buyer duly executed and acknowledged in recordable form..

Section 10. TITLE INSURANCE. Buyer, at Buyer's sole cost and expense, may choose to purchase an ALTA standard owner's policy of title insurance issued by the Escrow Holder, insuring Buyer as the owner of the Property, subject only to the Permitted Exceptions. Buyer shall pay all additional premiums and costs associated with obtaining extended ALTA coverage, including without limitation the premiums for any endorsements and the cost of any survey.

Section 11. POSSESSION. Buyer shall be entitled to possession on the Closing Date.

Section 12. SELLER'S REPRESENTATIONS. Seller represents and warrants to Buyer as follows:

12.1 Seller has the necessary authority to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery of, and performance of Seller's obligations under this Agreement, except as expressly provided herein, do not require any consent or approval of any other person or entity. Upon the execution and delivery of this Agreement and other documents related to the sale of the Property by Seller to Buyer, those documents shall constitute the legal, valid and binding obligations of Seller and shall be enforceable against Seller in accordance with their terms.

12.2 To the best of Seller's knowledge, the Property is free and clear of all liens, security interests and other charges and encumbrances, except as may be provided in the Title Report.

12.3 To the best of Seller's knowledge, there are no liens of any other type or kind, including without limitation, governmental special assessments, contractor's liens, tax liens, and environmental liens that have been filed or assessed against the Property, except as may be provided in the Title Report.

12.4 Seller is not a "foreign person" as that term is defined in Internal Revenue Code § 1445. On the Closing Date, Seller shall execute and deliver to Buyer a certification of nonforeign status on a form required by the Internal Revenue Service.

Section 13. BUYER'S REPRESENTATIONS. Buyer represents and warrants to Seller as follows:

13.1 Buyer is a municipality of the State of Oregon, and Buyer has all necessary power and authority to enter into this Agreement and to carry out its obligations hereunder.

13.2 Buyer acknowledges and understands that the Property was acquired by Seller through the property tax foreclosure process and that Seller hereby disclaims and makes no warranty, express or implied, as to the condition of the Property.

13.3 Buyer acknowledges receipt and review of the "IMPORTANT WARNINGS" detailed in Exhibit C, which is attached hereto and incorporated herein by this reference.

13.4 There are no actions or claims pending or, to Buyer's knowledge, threatened before any court, governmental agency, arbitrator or other tribunal which would prevent Buyer from completing the transactions provided herein in accordance with the terms and conditions of this Agreement.

Section 14. BINDING EFFECT. This Agreement is binding on and shall inure to the benefit of Seller, Buyer, and their respective heirs, legal representatives, successors, and assigns.

Section 15. AS-IS ACQUISITION. Buyer acknowledges and agrees that Buyer is acquiring the Property subject to all existing laws, ordinances, rules and regulations, and that neither Seller nor any of Seller's agents, representatives and attorneys (collectively, "Seller's Agents") have made any warranties, representations or statements regarding the availability of any approvals, or the laws, ordinances, rules or regulations of any governmental or quasi-governmental body, entity, district or agency having authority with respect to the ownership, possession, development, occupancy, condition and/or use of the Property except as expressly provided herein. Buyer moreover acknowledges that (i) Buyer is a municipal entity whose officers, agents and elected officials are knowledgeable and experienced in the financial and business risks attendant to an investment of real property and capable of evaluating the merits and risks of entering into this Agreement and purchasing the Property; (ii) that Buyer has entered into this Agreement with the intention of relying upon its own or its experts investigation of the physical, environmental, economic and legal condition of the Property, including, without limitation, the compliance of the Property with laws and governmental regulations and the operation of the Property; and (iii) that Buyer is not relying on any representations and warranties made by Seller or anyone acting or claiming to act on Seller's behalf concerning the Property except as expressly provided herein. Buyer further acknowledges that it has not received from Seller any accounting, tax, legal, architectural, engineering, property management or other advice with respect to this transaction and is relying upon the advice of its own accounting, tax, legal, architectural, engineering, property management and other advisors. Buyer shall purchase the Property in its "As Is, Where Is" condition on the Closing Date and assumes the risk that adverse physical, environmental, economic or legal conditions may not have been revealed by its investigations. Seller shall have no liability for any subsequently discovered defects, whether latent or patent. Buyer has or will independently investigate and verify to Buyer's satisfaction the extent of any limitations of uses of the Property. Buyer acknowledges that the current use of the Property may not conform to applicable Federal, state or local laws, ordinances, codes or regulations. Zoning, permitted uses, height limitations, setback requirements, minimum parking requirements, wetland restrictions and other matters may have a significant economic impact upon the intended use of the Property by Buyer.

Section 16. REMEDIES FOR DEFAULT. If Seller defaults in its obligations under this Agreement to sell the Property to Buyer on the Closing Date, then Buyer, as Buyer's sole remedy hereunder, shall be entitled to the refund of Buyer's Earnest Money. In the event that Buyer should fail to consummate this Agreement for any reason, except Seller's default or the termination of this Agreement pursuant to the terms and provisions hereof giving rise to termination, Seller shall be entitled to the Earnest Money as liquidated damages as Seller's sole remedy hereunder. If, after the Closing Date, Buyer or Seller determines that the other party has breached any representation or warranty set forth in Section 12 or Section 13, as applicable, then Buyer or Seller shall have the right to bring an action for general and specific damages against the applicable party.

Section 17. ATTORNEY FEES. In the event that either party to this Agreement shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this Agreement, each party shall be wholly responsible for its own expenses incurred in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any nonjudicial action.

Section 18. NOTICES. All notices, demands and requests which may be or are required to be given by either party to the other shall be in writing and shall be personally served on the designated party, delivered by express courier, sent by delivered telegram, telex or facsimile transmission (if sent by facsimile transmission a duplicate copy shall be sent by first class mail), United States certified or registered mail, postage prepaid, addressed to the parties as follows unless a party hereto designates otherwise in writing:

If to Seller:	If to Buyer:
Yamhill County 434 NE Evans St McMinnville, OR 97128 Telephone: 503-472-9337 Fax: 503-435-0154	City of Dayton P.O. Box 339 Dayton, OR 97114 Telephone: 503-864-2221 Fax: 503-864-2956
With a copy to:	With a copy to:
Office of County Counsel Yamhill County 434 NE Evans McMinnville, OR 97128 Telephone: 503-434-7502 Fax: 503-434-7553	Beery Elsner and Hammond Dayton City Attorney 1750 SW Harbor Way,Ste 380 Portland, OR 97201 Telephone: 503-226-7191

Any notice given in the form set forth herein shall be deemed given and received as follows: if delivered, when delivered; if sent by delivered telegram, telex or facsimile transmission on the next business day following the sending thereof and if sent by mail on the fifth (5^{th}) business day following the mailing thereof.

Section 19. 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.

Section 20. APPLICABLE LAW; JURISDICTION. This Agreement shall be construed, applied, and enforced in accordance with the laws of the State of Oregon. Any claim, action, suit or proceeding, (collectively "Claim") between Buyer and Seller arising from or relating to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Yamhill County for the State of Oregon. BY EXECUTION OF THIS AGREEMENT BUYER AND SELLER HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS

Section 21. SEVERABILITY. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 22. RECITALS AND EXHIBITS. All recitals contained herein and exhibits attached hereto are incorporated herein by this reference.

Section 23. TIME. Seller and Buyer acknowledge that time is of the essence with respect to the performance of each and every one of the terms, conditions, covenants and provisions of this Agreement. .

Section 24. DATE OF PERFORMANCE. If the date for performance of any act under this Agreement falls on a Saturday, Sunday or federal holiday, the date for such performance shall automatically be extended to the first succeeding business day that is not a Saturday, Sunday or federal holiday.

Section 25. WAIVER. No waiver by Buyer or Seller of a breach of any of the terms, covenants and conditions of this Agreement by the other party shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. No waiver of any default by Buyer or Seller hereunder shall be implied from any omission by the other party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect a default other than as specified in such waiver.

Section 26. FURTHER INSTRUMENTS. Each party will, whenever and as often as it shall be requested so to do by the other, cause to be executed, acknowledged or delivered any and all such further instruments and documents as may be necessary or proper, in the reasonable opinion of the requesting party, in order to carry out the intent and purpose of this Agreement.

Section 27. COUNTERPARTS. This Agreement may be executed in any number of counterparts, provided each of the parties hereto executed at least one counterpart; each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

Section 28. LAND USE. 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.

Section 29. FOREIGN INVESTMENT IN REAL PROPERTY ACT. At or before the Closing, Seller shall execute and deposit in escrow an appropriate FIRPTA certificate, evidencing that Seller is not subject to the FIRPTA withholding requirements.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

SELLER: Yamhill County, a political subdivision of the State of Oregon

MARY STARRETT, Chair
Yamhill County Board of Commissioners
Date: 9-13-18

BUYER, City of Dayton, a

municipal corporation of the State of Oregon

By:
Name: Elizabeth Wytoski
Title: Mayor Date: 7/5/18

Accepted by Yamhill County
Board of Commissioners on
9/13/18 by Board Order
18-328

Attachments

Exhibit A – Legal Description of Property
Exhibit B – Map
Exhibit C – Important Warnings

EXHIBIT A

Legal Description of the Property

Real Property in the County of Yamhill, State of Oregon, described as follows:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, DAYTON VILLAGE, in the City of Dayton, Yamhill County, Oregon.

Tax Parcel Numbers:

R4317CD2302
R4317CD2303
R4317CD2304
R4317CD2305
R4317CD2306
R4317CD2307
R4317CD2308
R4317CD2309
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R4317CD2311
R4317CD2312
R4317CD2313

EXHIBIT B

Map of the Property

Exhibit "B"

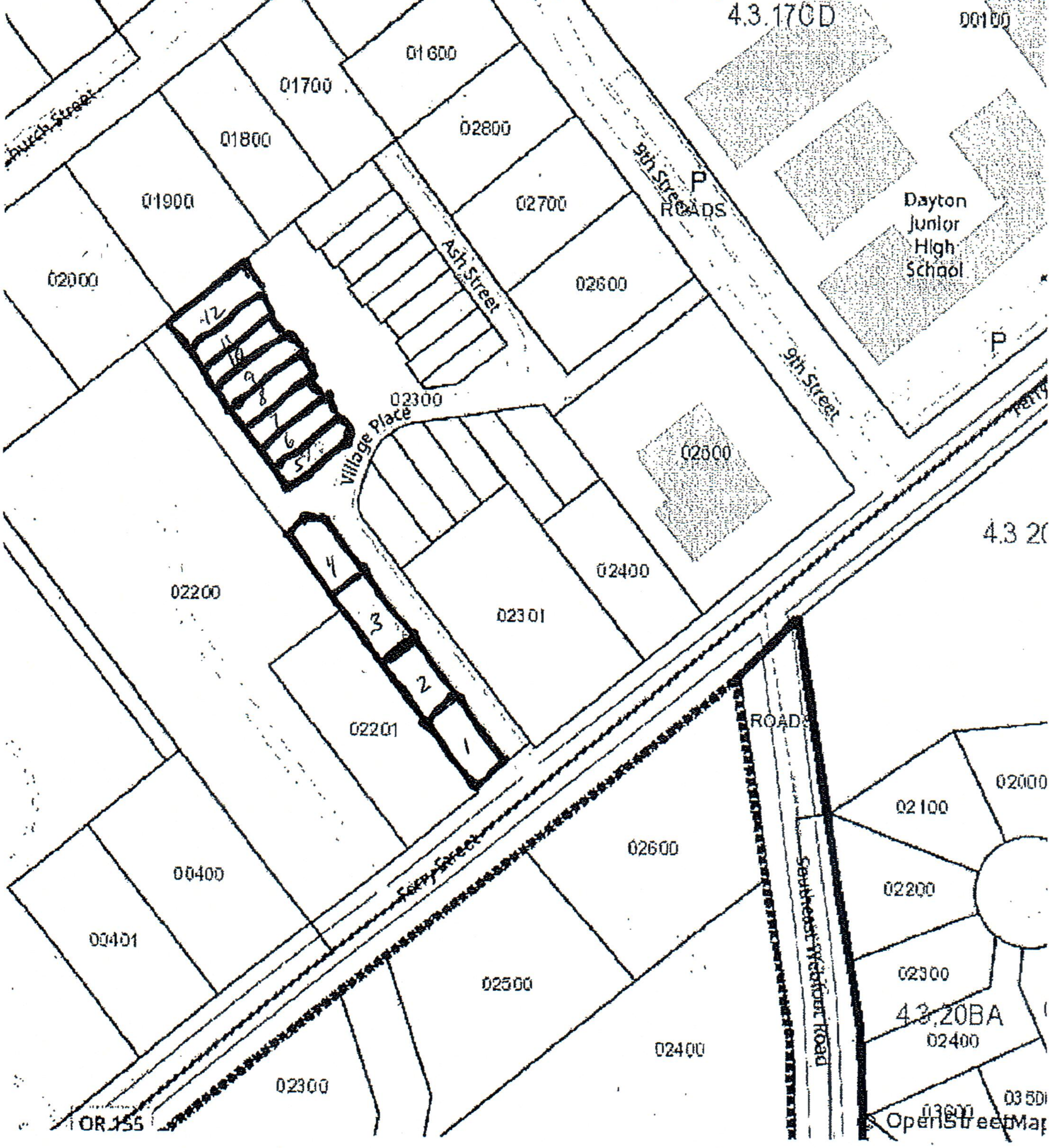

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EXHIBIT C

Important Warnings

1. SELLER WILL NOT WARRANT OR DEFEND THE FEE TITLE TO THE PROPERTY. ALL PROPERTIES LISTED ARE SUBJECT TO ALL EASEMENTS, LIENS, CONDITIONS AND RESTRICTIONS WHICH MIGHT APPLY. IT IS THE BUYER'S RESPONSIBILITY TO DETERMINE THE EXISTENCE AND VALIDITY OF ANY OWNERSHIP INTEREST, EASEMENT, LIEN, CONDITION, RESTRICTION OR OTHER ENCUMBRANCE ON THE PROPERTY. QUESTIONS ABOUT VALIDITY OF TITLE SHOULD BE REFERRED TO AN ATTORNEY OR A TITLE INSURANCE COMPANY PRIOR TO THE SALE. THE BUYER ASSUMES ALL RISKS OF DEFECT IN TITLE.

2. SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ABILITY TO OBTAIN PERMITS FOR BUILDING, SUBSURFACE SEWAGE OR ANY OTHER USE OR DEVELOPMENT RIGHTS FROM ANY GOVERNMENTAL AGENCY

3. SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE EXISTENCE OF LEGAL ACCESS TO THE PROPERTY.

4. SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY. SELLER HAS NOT CONDUCTED ANY ENVIRONMENTAL AUDIT OF THE PROPERTY OFFERED FOR SALE. BUYER TAKE THE PROPERTY AS IS AND AT THEIR OWN RISK. SELLER WILL NOT PARTICIPATE IN ANY ENVIRONMENTAL OR OTHER CLEANUP OF THE PROPERTY.

5. AFTER THE PROPERTY HAS BEEN CONVEYED BY SELLER TO BUYER, THE PROPERTY WILL BE PLACED ON THE COUNTY'S PROPERTY TAX ROLL. THEREAFTER THE PROPERTY WILL BE SUBJECT TO ASSESSMENT FOR TAXATION UNLESS OTHERWISE EXEMPT UNDER OREGON LAW.

6. IT IS BUYER'SRESPONSIBILITY TO DETERMINE THE EXISTENCE AND VALIDITY OF ANY KIND OF LIEN OR ENCUMBRANCE ON THE PROPERTY. IT WILL BE BUYER'S RESPONSIBILITY TO SATISFY ANY LIEN OR ENCUMBRANCE.

7. BUYER SHOULD HAVE INSPECTED THE PROPERTY PRIOR TO CLOSING.

8. THE PROPERTY MAY ALREADY BE PARTIALLY DEDICATED FOR PUBLIC PURPOSES FOR USE AS ROADS, EASEMENTS, OR OTHER PURPOSES.

9. BUYER SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES. ONLY A CITY PLANNING

DEPARTMENT CAN GIVE PLANNING INFORMATION ABOUT A PROPERTY LOCATED IN THE CITY LIMITS.

10. SELLER WILL NOT FURNISH A SURVEY OR PROVIDE TITLE INSURANCE IN ANY FORM. DIMENSIONS IDENTIFIED ON MAPS OR IN OTHER INFORMATION ARE APPROXIMATE AND MAY OR MAY NOT REPRESENT THE ACTUAL PROPERTY BOUNDARIES. ANY "COMMENTS" ON SURPLUS PROPERTY INVENTORY ARE INTENDED ONLY TO PROVIDE GENERAL INFORMATION. BUYER IS ADVISED TO VIEW THE PROPERTY PRIOR TO PURCHASE. BUYER IS ADVISED TO CONSULT WITH AN ATTORNEY. A TITLE INSURANCE COMPANY OR OTHERS AS APPROPRIATE PRIOR TO PURCHASE.