

**REAL ESTATE PURCHASE AND SALE AGREEMENT**

DATE: Feb. 5, 2021

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

"Seller"

BUYER: Carol Glover  
26736 NW Williams Canyon Rd.  
Gaston, OR 97119

"Buyer"

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 a parcel of real property and all improvements thereon located in the Gaston community, within Yamhill County, Oregon (referred to herein as the "Property"). The Property is fully described on the attached **Exhibit A**; A map showing the Property is attached as **Exhibit B**, and all Exhibits are 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:

- **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 Eighty Thousand Eight Hundred and Twelve Dollars (\$80,812.00) ("Property Purchase Price"). Buyer shall pay the entire Purchase Price for the Property in cash at closing ("Closing").

- **EARNEST MONEY.** The Earnest money for the purchase of the Property shall be the amount Buyer has placed in Escrow as described in Section 7, below.
- **CLOSING DATE.** Subject to the terms and conditions of this Agreement, the closing date for the Property shall be not later than February 26, 2021. The Closing shall take place at the offices of the Escrow holder. Each party shall pay one-half of the escrow fee and closing costs.
- **USE OF ESCROWED PROCEEDS.** As of the date of this Agreement, Buyer has deposited \$90,000.00 with First American Title Company, held in escrow (Escrow No. 3070158 "the Escrow") to be used consistently with Buyer's obligations under this Agreement. In consideration for Seller's agreement to sell the Property to Buyer, the funds in the Escrow shall be used only for the payment of the purchase price of the Property.
- **CONTROL OF ESCROWED FUNDS; ADDITIONAL ESCROWED FUNDS.** Funds from the Escrow shall not be released without Seller's prior written authorization, which authorization shall be consistent with the purposes listed in this Agreement.
- **CONDITION TO CLOSING ON PROPERTY.** Buyer and Seller

shall not close the sale of the Property until the following conditions have been satisfied:

- (a) 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.
- (b) Subject to Section 7, 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.
- (c) Buyer's removal or abandonment of Buyer's personal property located at the Maple St. Property, as described in Section 8 below.
- **PRELIMINARY TITLE REPORT.** Within ten (10) days after the date of mutual execution of this Agreement, at Buyer's sole cost and expense, preliminary title reports for the Property ("Report") shall be delivered to both parties, including legible copies of all documents listed as exceptions to the title. The Report shall be prepared by Escrow holder. Within ten (10) business days after receiving the Report Buyer shall review and notify Seller in writing of those exceptions shown in the title report of which Buyer disapproves ("Buyer's Notice"). Buyer's failure to timely deliver

Buyer's Notice shall be construed as Buyer's approval of all of the exceptions identified in the 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 either Buyer or Seller may terminate this Agreement by written notice to the other party given any time after the end of such fifteen (15) day period, or proceed to Closing and such exceptions shall be considered Permitted Exceptions.

- **PERSONAL PROPERTY; DAMAGE AND DESTRUCTION.** Buyer and Seller acknowledge that Buyer currently has certain items of personal property stored on Seller owned property located at 185 S. Maple St, Yamhill, Oregon (the "Maple St. Property") and Buyer hereby voluntarily waives any and all claims against Seller arising out of or relating to such personal property. Buyer indemnifies and holds Seller harmless from all loss, damage, or liability arising from or relating to any of Buyer's personal property stored on the Maple St. Property. As a condition to closing of this Agreement, Buyer shall (i) remove all Buyer's personal property on the Maple St Property prior to the Closing Date or (ii) provide Seller a written statement, signed by

Buyer, abandoning all Buyer's interest in the personal property located on the Maple St. Property and expressly authorizing Seller to dispose of all of Buyer's personal property located on the Maple St. property. If Buyer wishes to remove Buyer's personal property from the Maple St. Property prior to Closing, Buyer shall communicate with Seller to arrange access to the Maple St. Property for this sole purpose. If the Maple St. Property incurs any material damage or destruction due to Buyer's access to the Maple St. Property, Buyer shall be liable to Seller for any and all such damage or destruction. Buyer agrees to indemnify and hold Seller harmless from all loss, damage or liability arising out of or related to Buyer's or Buyer's agents' access to the Maple St. Property under this Section.

- **COMMISSIONS.** Each party represents and warrants to the other that it has not engaged any broker or funder in connection with this transaction. If any claim is asserted for a commission or fee of any type or kind, 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.

- **CONDITION OF PROPERTY.** Buyer acknowledges and agrees that Buyer is the immediate prior owner of the Property and that Buyer is already very familiar with the Property. Notwithstanding the above, Buyer may conduct due diligence and inspections or testing of the Property and

approval of the due diligence shall be in Buyer's sole discretion. Buyer and its agents shall have 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. Buyer shall communicate with Seller to arrange access to the Property for the purposes of conducting due diligence. Buyer agrees to indemnify and hold Seller harmless from all loss, damage or liability arising out of or related to Buyer's or Buyer's agents' access to the Property under this Section. Notwithstanding Buyer's inspection and due diligence rights, Buyer shall acquire the Property on an "as is" basis without warranty or obligation by Seller.

- **SELLER ACTIONS.**

- Board Approval. This Agreement is contingent upon the written approval of the Board of Commissioners of Yamhill County (the "Board"), which approval may be given or withheld in the Board's sole discretion. The Board will also seek written approval, as required under its rules, if necessary, immediately prior to Closing.

- Representation and Warranties. The representation 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.

- 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.

- **BUYER ACTIONS; INDEMNIFICATION.** Buyer shall repair any damage done to the Property by Buyer's due diligence. **Buyer shall indemnify and hold Seller harmless from any and all claims, costs, loss, damages or liability arising out of or related to any due diligence, inspection, testing or environmental assessment of the Property.**

- **PRORATIONS.** All receipt and disbursements relating to each 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 for the Property shall be adjusted accordingly.

- **DEEDS.** At the Closing Date, Seller shall execute and deliver to Buyer a Statutory Bargain and Sale Deed to the Property.

- **TITLE INSURANCE.** Buyer, at Buyer's sole cost and expense, may choose to purchase an Owner's policy of title in a form Buyer requests insuring Buyer as the owner of the purchased Property.

- **POSSESSION.** As of the Closing Date and following written confirmation of Closing from the Escrow holder, Buyer shall be entitled to possession of the Property.

- **SELLER'S REPRESENTATIONS.** Seller represents and warrants to Buyer as follows:

- 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.

- 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 applicable Report.

- 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 applicable Report.

- 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.

- **BUYER'S REPRESENTATIONS.** Buyer represents and warrants to Seller as follows:

- Buyer has all necessary power and authority to enter into this Agreement and to carry out its obligations hereunder.

- Buyer acknowledges and understands that (i) the Property was acquired by Seller from Buyer through the property tax foreclosure process, (ii) as the immediate prior owner of the Property, Buyer is very knowledgeable about the history and condition of the Property, and (iii) Seller disclaims and makes no warranty, express or implied, as to the condition of the Property.

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

- 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.

- **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.

- **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 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 Buyer is relying upon its own knowledge of the Property and 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.

- **REMEDIES FOR DEFAULT.** If Seller defaults in its obligations under this Agreement to sell the Property to Buyer on the Closing Date, then Buyer's sole remedy shall be to have the Escrow deposit refunded to Buyer. 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 \$10,000.00 of the Escrow 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 17 or Section 18, as applicable, then Buyer or Seller shall have the right to bring an action for general and specific damages against the applicable party.

- **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.

- **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:

Yamhill County  
434 NE Evans St.  
McMinnville, OR 97128  
Telephone: (503) 472-9337  
Fax: (503) 435-0154

If to Buyer:

Carol Glover  
26736 NW Williams Cyn. Rd.  
GASTON, OR 97119  
Telephone: (503) 662-4365  
Fax: ( ) \_\_\_\_\_

With a copy to:

Office of County Counsel  
Yamhill County  
434 NE Evans  
McMinnville, OR 97128  
Telephone: (503) 434\_7502  
Fax: (503) 434-7553

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, OR 97\_\_\_\_  
Telephone: (\_\_\_\_) \_\_\_\_\_  
Fax: (\_\_\_\_) \_\_\_\_\_

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<sup>th</sup>) business day following the mailing thereof.

- **CONFIDENTIALITY.** Seller and Buyer hereby agree that, without the prior written consent of the other party, neither party shall, except as required by law, disclose to any person (other than its agents or employees having a need to know such information in the conduct of their duties for Seller or Buyer, which agents or employees shall be bound by a similar undertaking of confidentiality) the terms or conditions of this Agreement or any facts relating hereto or to the underlying transactions contemplated herein.

- **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.

- **APPLICABLE LAW; JURISIDCTION.** 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.

- **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.

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

- **TIME.** Seller and Buyer acknowledges that time is of the essence with respect to the performance of each and ever one of the terms, conditions, covenants and provisions of this Agreement.

- **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.

- **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.

- **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.

- **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.

- **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.

• **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, this Agreement is effective and the parties have entered into this Agreement as of the date first written above.

<b>SELLER: Yamhill County, a political subdivision of the State of Oregon</b>  MARY STARRETT, Chair Yamhill County Board of Commissioners Date: <u>2/11/21</u>	<b>BUYER: Carol Glover</b>  Carol Glover Title: _____ Date: <u>2-5-21</u>
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Attachments

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

Approved as to form:

  
Christian Boenisch, County Counsel

Accepted by Yamhill County  
Board of Commissioners on  
2/11/21 by Board Order  
# 21-65

Exhibit "A"

Tax Lot: R 2409 01303

All of the following described property lying southeasterly of County Road #255: A tract of land in Section 9, Township 2 South, Range 4 West of the Willamette Meridian in Yamhill County, Oregon, more particularly described as follows: Beginning at the Southwest corner of the Northwest Quarter of the Southwest Quarter of Section 9 in said Township and Range; and running thence North 10 chains; thence East 10 chains; thence in a Northerly course to the Northeast corner of the Northwest Quarter of the Southwest Quarter of said Section 9; thence East 20 chains; thence South 20 chains; thence West 40 chains to the place of beginning.

EXCEPTING THEREFROM:

-----A tract of land situated in the North one-half of the Southwest quarter of Section 9, Township 2 South, Range 4 West of the Willamette Meridian in Yamhill County, Oregon and being more particularly described as follows:  
BEGINNING at a 5/8 inch iron rod on the South line of the North half of the Southwest quarter of said Section 9 which bears North 89°03'31" West 290.24 feet from a 5/8 inch iron rod at the Southeast corner of the Northwest quarter of the Southwest quarter of said Section 9; thence North 89°03'31" West, along said South line, 1029.21 feet to a 5/8 inch iron rod at the Southwest corner of said North half of the Southwest quarter; thence North 00°43'59" West, along the West line of said Section 9, 451.13 feet to a point on the Southerly right of way line of County Road No. 255; thence North 61°37'38" East, along said right of way line, 279.67 feet to a point on the South line of that tract of land as described in Film Volume 242, Page 1426, Deed and Mortgage Records; thence South 77°56'09" East, along said South line, 119.35 feet; thence South 04°34'09" East, along the West line of said tract, 377.40 feet; thence East, along the South line of said tract, 302.60 feet; thence North 04°34'09" West, along the East line of said tract, 478.66 feet to a 5/8 inch iron rod at the Northeast corner of said tract; thence North 45°20'53" East, along the Northwesterly line of that tract of land as described in Film Volume 246, Page 737, Deed and Mortgage Records, 916.72 feet to a 5/8 inch iron rod (point A) on the North line of the North half of the Southwest quarter of said Section 9; thence South 88°58'09" East, along said North line 660.57 feet to a 5/8 inch iron rod; thence South 00°38'20" East 404.93 feet to a 5/8 inch iron rod; thence North 89°03'31" West, 950.00 feet to a 5/8 inch iron rod; thence South 00°38'21" East 920.00 feet to the point of beginning. -----

AND, EXCEPTING THEREFROM:

Parcel 1  
Pg 1 of 2

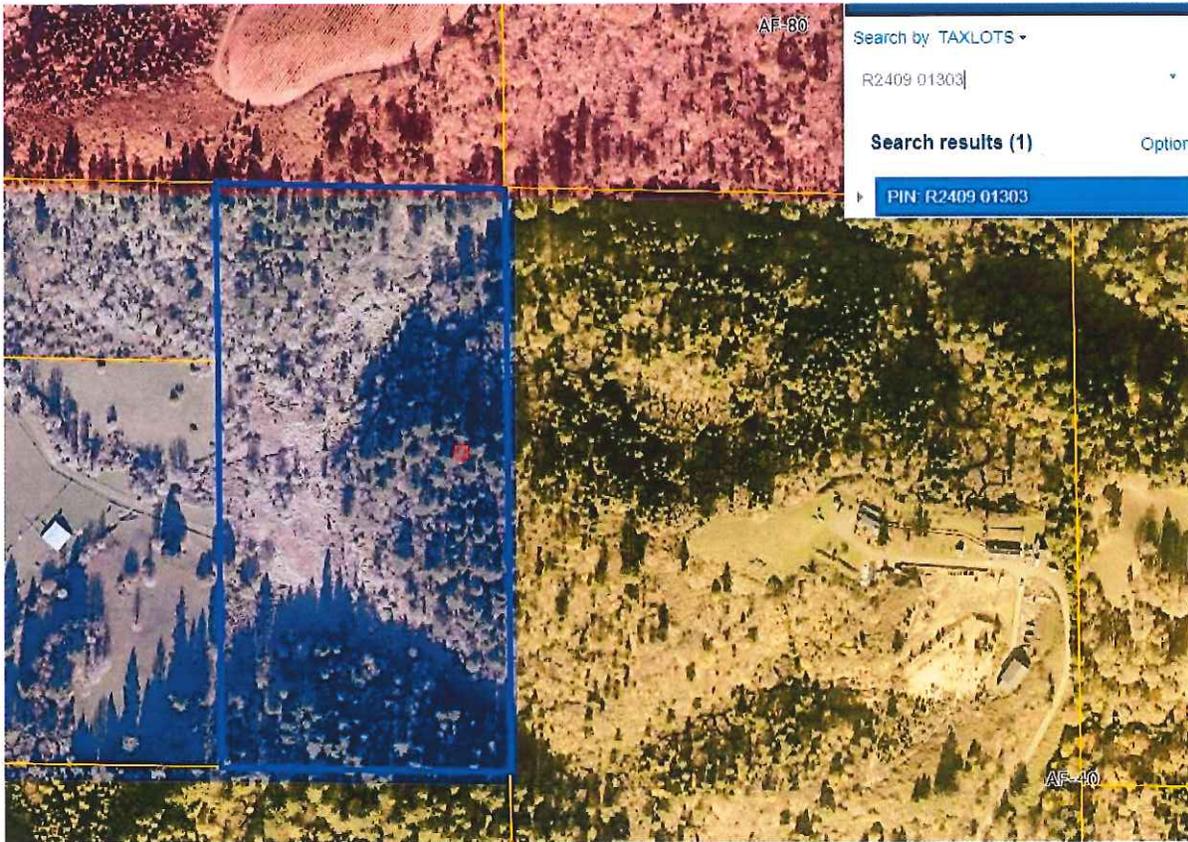
B.D. 21-65  
Exhibit "A"

A tract of land situated in the North one-half of the Southwest one quarter of Section 9 Township 2 South, Range 4 West of the Willamette Meridian in Yamhill County, Oregon and being more particularly described as follows:

Beginning at a 5/8" iron rod on the South line of the North one-half of the Southwest one quarter of said Section 9 which bears North 89°03'31" West 290.24 feet from a 5/8" iron rod at the Southeast corner of the Northwest one quarter of the Southwest one quarter of said Section 9; thence North 00°38'21" West 920.00 feet to a 5/8" iron rod; thence South 89°03'31" East 950.00 feet to a 5/8" iron rod; thence South 00°38'21" East 920.00 feet to a 5/8" iron rod on said South line; thence North 89°03'31" West, along said South line 950.00 feet to the place of beginning.

Parcel 1  
Pg 2 of 2

EXHIBIT B



B.O. 21-65  
Exhibit "B"

EXHIBIT C

IMPORTANT WARNINGS

IMPORTANT WARNINGS

- SELLER WILL NOT WARRANT OR DEFEND THE FEE TITLE TO THE PROPERTY THE PROPERTY IS 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.
- 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.
- SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE EXISTENCE OF LEGAL ACCESS TO THE PROPERTY.
- SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY. SELLER HAS NOT

B.O. 21-65  
Exhibit "C"

CONDUCTED ANY ENVIRONMENTAL AUDIT OF THE PROPERTY OFFERED FOR SALE. BUYER TAKES THE PROPERTY AS IS AND AT THEIR OWN RISK. EXCEPT AS PROVIDED IN THIS AGREEMENT, SELLER WILL NOT PARTICIPATE IN ANY ENVIRONMENTAL OR OTHER CLEANUP OF THE PROPERTY.

- 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.
- IT IS BUYER'S RESPONSIBILITY 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.
- BUYER SHOULD HAVE INSPECTED THE PROPERTY PRIOR TO CLOSING.
- THE PROPERTY MAY BE PARTIALLY DEDICATED FOR PUBLIC PURPOSES FOR USE AS ROADS, EASEMENTS, OR OTHER PURPOSES.
- 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.
- 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.