

BID FORM AND INTERIM SALES AGREEMENT

SE 99TH & SE BUSH, PORTLAND OR

X DIRECT SALE

(This is a direct Sale to another Oregon Public Agency, in this case to the City of Portland Water Bureau.)

MINIMUM ACCEPTABLE BID/PURCHASE PRICE: \$180,000.00

\$180,000.00

-\$18,000.00 10% Deposit (Non-refundable)

\$162,000.00

FILE NUMBER R45957
DISTRICT NUMBER R1-Dist. 2B
COUNTY MULTNOMAH CO.
AREA (SQ.FT./ACRES) 8,179 SQ.FT. More or
R1 ROW PM AGENT: JON D. COLE (503/731-8448)
DATE: AUGUST 27, 2008

CONDITIONS OF SALE:

- Property to be sold "AS IS" on a cash basis.
- **Full payment of the Purchase Price (minus 10% Deposit) must be submitted to State by cashiers or certified check within 60-days of the date of this form.**
- The State of Oregon does not provide title insurance. If Purchaser wishes to obtain title insurance or use an escrow agent in connection with the purchase of the Property, it may do so at its sole expense.
- The State shall convey by bargain and sale deed only such right, title and interest in the Property as is now vested in State. The sale of this property is subject to the following:
 1. **NO ACCESS CONTROL**-For highways under ODOT jurisdiction, a district permit is required prior to constructing an approach to the highway. For local roadways, access to the property is governed by local authority.
 2. Special assessments, existing restrictions, reservations and easements of record, if any.
 3. The Property 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 the Property, or the lease or sale of the Property or any portion thereof. In the event of violation of this condition, State shall have the right, through its authorized officers, agents, or employees to enter upon the Property 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 the Property.
 4. No junk, scrap, junked motor vehicles, or parts thereof, debris, trash, waste, or other such materials shall be placed on the Property 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 the Property without violating any applicable law, ordinance, or regulation. In the event of violation of this condition, State shall have the right, through its authorized officers, agents, or employees, to enter upon the Property 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 the Property.
 5. The Property shall not be used for the operation of any garbage dump or sanitary landfill. If such use is made of the Property, State may, at its election, enter upon the Property 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 the Property.
 6. State shall not at any time become liable to Purchaser and Purchaser'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 the Property or for any injuries to any owner, occupant, or any person in or upon the Property or for any interference with the use and enjoyment of the Property 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 the Property. Any reference in this covenant to the highway or transportation facility adjacent to

the Property refers to the highway or transportation facility as it now exists and also as it will exist with future improvements. Purchaser and Purchaser's heirs, successors and assigns covenant not to sue State for any said injuries or damages.

7. Purchaser acknowledges that it has examined the Property to its own satisfaction and has formed its own opinion as to the condition (including environmental condition) and value thereof. Purchaser has not relied on any statements or representations from State or any person acting on behalf of State 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. Purchaser 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. Purchaser waives, releases and forever discharges State 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. The rights of any utilities located within the 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 the Property.
9. Land partition, lot line adjustment, or survey, if required, is buyer's responsibility.

The undersigned as bidder, hereinafter referred to as "Purchaser" agrees to the terms set forth herein 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.

Property to be purchased on a (cash contract) basis. Full payment of the balance of \$162,000.00 is to be made on or before October 27, 2008. Checks are to be made out to the OREGON DEPARTMENT OF TRANSPORTATION.

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.

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 NINETY days OF DATE OF THIS

FORM. 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.

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.

REPRESENTATIONS: Purchasers accept the land, buildings, improvements and all other aspects of premises in their present condition, (and any personal property sold under this contract), without any representations or warranties, expressed or implied, unless they are expressly set forth in this contract or are in writing signed by State. Purchasers agree that Purchasers have ascertained, from sources other than State, the applicable zoning, building, housing, and other regulatory ordinances and laws as they may affect the present use or any intended future use of premises, and State has made no representations with respect to such laws or ordinances.

It is understood that the Purchaser acquires no right, title, interest or equity in or to said real property until the full down payment has been paid, the buyer's credit approved, and the contract executed. **GENERAL:** All payments must be made in cash or check payable to the Department of Transportation. 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 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 all payments or deposits as liquidated damages for failure of Purchaser to complete the purchase or meet the conditions of the contract.

The State shall convey by Deed only such right, title and interest in said real property as is now vested in State. The sale of this property is subject to special assessments, if any, existing restrictions, reservations and easements. Unless specifically provided for herein, State will not provide title insurance.

It is understood that the State shall record said Deed or Contract. Purchaser may take possession of said real property as described in the sale advertisement. Real property taxes shall be prorated to the date of sale.

The State reserves the right to reject any or all bids at any time prior to recording the Deed or Contract. In the event sale is withdrawn by State after bid, all monies deposited shall be refunded without payment of interest.

The City of Portland

(GRANTEE TO BE PLACED ON DEED)

APPROVED BY:

STATE RIGHT OF WAY MANAGER

DATE

PROPERTY AGENT

DATE

PURCHASER

DATE

PURCHASER

DATE

MAILING ADDRESS
1120 SW 5TH AVE., 6 TH FLOOR
CITY STATE AND ZIP CODE
Portland, OR 97204-1926
TELEPHONE NUMBER
(503) 823-7503

FED TAX ID # 93-6002236

NOTE: SAID STATE OF OREGON, DEPARTMENT OF TRANSPORTATION, RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AT ANY TIME PRIOR TO RECORDING OF DEED OR EXECUTION OF CONTRACT

APPROVED AS TO FORM

Linda Menz
CITY ATTORNEY

To Be Sold

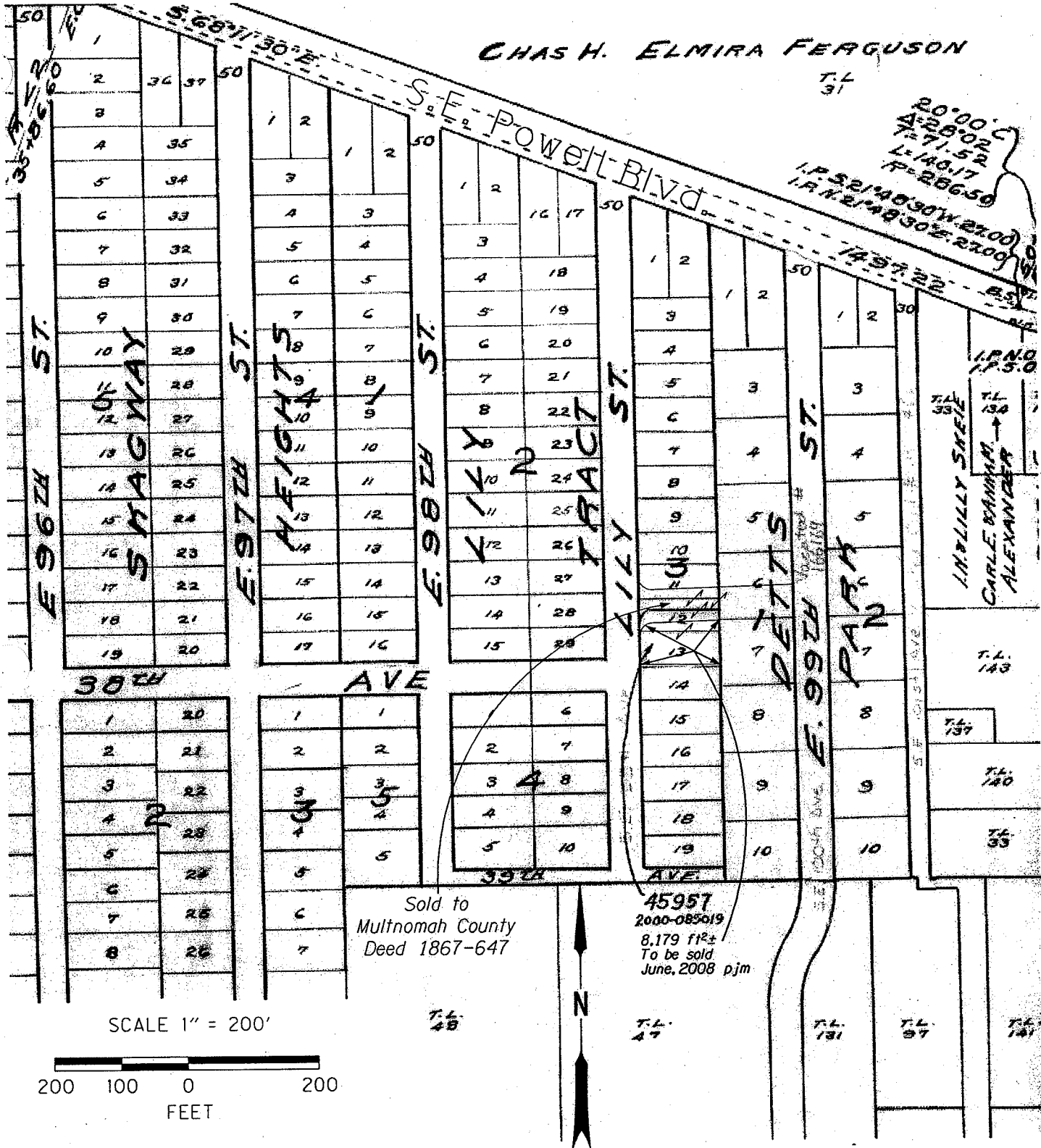
A parcel of land lying in Lots 12 and 13, Block 3, LILY TRACT, Multnomah County, Oregon and being that property described in that Quitclaim Deed to the State of Oregon, by and through its Department of Transportation, recorded June 20, 2000 as Document No. 2000-085019 of Multnomah County Records.

EXCEPT therefrom that property described in that Deed to Robert S. Schroeder and Laurie Wall, recorded March 19, 2003 as Document No. 2003-061721 of Multnomah County Records.

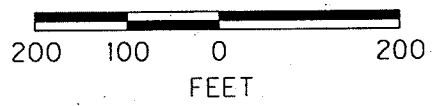
This parcel of land contains 8,179 square feet, more or less.

SEC. 9, T. 1 S., R. 2 E., W.M.

CHAS H. ELMIRA FERGUSON



SCALE 1" = 200'



45957
2000-085019
8,179 ft²±
To be sold
June, 2008 pjm

Sold to
Multnomah County
Deed 1867-647



OREGON DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY
ENGINEERING
SKETCH MAP

Section	SE Division - SE Foster		
Highway	East Portland Freeway I-205		
County	Multnomah	Scale	1" = 200'
Purpose	Proposed Sale	Date	June, 2008
File	45957B	See Drawing 3B-24-13	