

IN THE BOARD OF COMMISSIONERS OF THE STATE OF OREGON

FOR THE COUNTY OF YAMHILL

SITTING FOR THE TRANSACTION OF COUNTY BUSINESS

In the Matter of an Order Declaring Certain  
Tax Foreclosed Property as Surplus and  
Authorizing a Purchase Sale Agreement with  
the Yamhill County Affordable Housing  
Corporation

BOARD ORDER 22-236

THE BOARD OF COMMISSIONERS OF YAMHILL COUNTY, OREGON (“the Board”) sat for the transaction of county business in formal session on July 14, 2022, commissioners Lindsay Berschauer, Casey Kulla, and Mary Starrett being present.

THE BOARD ADOPTS THE FOLLOWING FINDINGS:

- A. WHEREAS, ORS 217.330 authorizes the County to relinquish title to any of the County’s property to a qualifying nonprofit corporation for the purpose of providing low income housing.
- B. WHEREAS, ORS 456.365 authorizes the County to sell any of its property, with or without consideration, for the purpose of aiding and cooperating in the planning, undertaking, construction or operation of a “housing project” by a “nonprofit housing sponsor”.
- C. WHEREAS, On December 11, 2019, the Circuit Court of the State of Oregon entered a General Judgment of Foreclosure for the Yamhill County (the “County”) via Case No. 19CV38606 (the “Judgment”).
- D. WHEREAS, Pursuant to the Judgment, the County acquired certain foreclosed property (hereinafter referred to as the “Property”) more particularly described as:

TAX LOT NO.           R4421CB 15200           TAX ACCOUNT NO.           165369          

PART OF THE SAMUEL COZINE DONATION LAND CLAIM #56 IN SECTION 21, TOWNSHIP 4 SOUTH, RANGE 4 WEST OF THE WILLAMETTE MERIDIAN IN YAMHILL COUNTY, OREGON DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF WEST HEMBREE STREET, SOUTH 10° WEST 147 FEET FROM THE INTERSECTION OF THE WEST HEMBREE STREET WITH THE SOUTH LINE OF MCMINNVILLE COLLEGE ADDITION; THENCE NORTH 78° WEST, 250 FEET; THENCE

SOUTH 10° WEST, 135.85 FEET TO THE NORTH LINE OF CHANDLER'S FIRST ADDITION; THENCE SOUTH 78° EAST, 125 FEET; THENCE NORTH 10° EAST, 38 FEET; THENCE SOUTH 78° EAST, 125 FEET TO THE WEST MARGIN OF WEST HEMBREE STREET; THENCE NORTH 10° EAST, 97.85 FEET TO THE PLACE OF BEGINNING.

- E. WHEREAS, The Yamhill County Affordable Housing Corporation (YCAHC) is a qualified non-profit corporation organized to undertake low-income housing projects and has submitted a request to acquire the Property as housing for low-income individuals located in Yamhill County.
- F. WHEREAS, It is in the County's best interest to enter into a Purchase Sale Agreement with the YCAHC to purchase the Property as provided in the attached Exhibit 1.

NOW, THEREFORE, IT IS HEREBY ORDERED BY THE BOARD AS FOLLOWS:

1. DECLARATION OF SURPLUS PROPERTY.

The Property is not in use for any County purpose and is hereby declared to be surplus.

2. AUTHORIZATION OF PURCHASE SALE AGREEMENT; PURCHASE PRICE.

The Purchase Sale Agreement with the Yamhill County Affordable Housing Corporation as provided in Exhibit 1 is hereby confirmed for the purchase price of \$26,097.00, plus the costs to record.

3. APPROVAL OF QUITCLAIM DEED; DELEGATING SIGNATORY AUTHORITY.

Conveyance of the Property shall be done via a Quitclaim Deed in accordance with the procedures outlined in the Purchase Sale Agreement. Ken Huffer, Yamhill County Administrative Officer, is hereby delegated authority to execute the Quitclaim Deed and any other documents necessary to complete transfer of the Property.

4. CONFIRMATION OF SUMS ALLOWED BY ORS 275.275(1).

- As permitted under ORS 275.275(1)(b), the following amount shall be deducted from the proceeds to cover the penalty and fee described in ORS 312.120:

○ Penalty & Fee: .....\$ 5,000

- As permitted under ORS 275.275(1)(c), the following amount shall be deducted from the gross proceeds to reimburse the County for all the costs and expenses incurred by the County in the maintenance and supervision of such properties and in any suits by it to quiet title to property sold:

- Attorney/staff time fee: .....\$ 600
  - Escrow fees:.....\$ TBD
- TOTAL .....\$ TBD**

5. DISTRIBUTION OF GROSS PURCHASE PRICE PROCEEDS.

The gross purchase price proceeds from the sale shall be distributed to as follows:

- To Tax Collector (10-12-350.07).....\$ 5,000
- To County Counsel (10-25-351.01).....\$ TBD
- To unsegregated tax account.....\$ TBD

DONE at McMinnville, Oregon on July 14, 2022.

ATTEST



YAMHILL COUNTY BOARD OF COMMISSIONERS

KERRI HINTON  
County Clerk

*Lindsay Berschauer*

Chair LINDSAY BERSCHAUER

By: *Megan Marasco*  
Deputy MEGAN MARASCO

*Casey Kulla*  
Commissioner CASEY KULLA

FORM APPROVED BY:

*Jodi Gollehon*  
JODI GOLLEHON  
Assistant Yamhill County Counsel

*Mary Starrett*  
Commissioner MARY STARRETT

## REAL ESTATE PURCHASE AND SALE AGREEMENT

DATE: July 14, 2022

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

BUYER: Yamhill County Affordable Housing Corporation (YCAHC)  
135 NE Dunn Place  
McMinnville, OR 97128

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 TWENTY-SIX THOUSAND AND NINEY-SEVEN DOLLARS, (\$26,097.00) (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 HUNDRED and 00/100 Dollars (\$500.00) 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 no later than November 1, 2022 (the "Closing Date") at the offices of Ticor Title, 1215 NE Baker Street, McMinnville, Oregon ("Escrow Holder"). Each party may extend the Closing Date one time by up to 30 days if that extension is required by illness, government-mandated delays, or other causes beyond the party's reasonable control.

**Section 4. PRELIMINARY TITLE REPORT.** Within ten (10) days after the date of mutual execution of this Agreement, 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"). 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.**

**7.1 Inspection and Due Diligence.** Buyer has until midnight at the end of the ninetieth (90<sup>th</sup>) day following the full execution of this Agreement (the "Due Diligence Date") to satisfy itself concerning all aspects of the Property, including, without limitation, the physical condition thereof, the title insurance policies (if any), the feasibility of using the Property for Buyer's intended use, and all other financial aspects of the Property. Buyer has the right to perform any tests, inspections, and feasibility studies on the Property as Buyer may deem necessary, and Seller agrees to cooperate with Buyer in connection with these investigations and/or studies when required. Buyer acknowledges that the Property may presently be occupied. In the event the Property is occupied, Buyer acknowledges and agrees that Buyer may need to take such occupancy into account when accessing or inspecting the Property. Subject to this section, 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. Upon completion of Buyer's due diligence inspections and review pursuant to this Section 7.1, Buyer shall elect to either accept or reject the condition and feasibility of the Property by giving a written notice to Seller of such acceptance or rejection. 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. Buyer shall repair any damage done to the Property caused by Buyer's access to the Property or caused by Buyer's inspections, testing, and due diligence and Buyer shall indemnify, defend, and hold Seller harmless from any and all liability arising out of or related to such inspection, testing, and due diligence.

7.2 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.

7.3 Board Approval. This Agreement is contingent upon the written approval of the Board of Commissioners of Yamhill County, and upon the written approval of the Housing Authority of Yamhill County Board of Commissioners, both of which may be given or withheld in each entity's sole discretion.

7.4 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.

7.5 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.

**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 execute and deliver to Buyer a quit claim deed conveying the Property to Buyer.

**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. Buyer understands that Seller is under no obligation to correct any title defects found to encumber the Property.

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

**Section 12. RELATIONSHIP OF PARTIES**. This Agreement creates only the relationship of a seller and a buyer and no joint venture, partnership, or other joint undertaking is intended hereby, and neither party hereto will have any rights to make any representations or incur any obligations on behalf of the other. Neither party has authorized any agent to make any representations, admit any liability, or undertake any obligation on its behalf. Neither party is executing this Agreement on behalf of an undisclosed principal.

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

13.1 Buyer is a corporation 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. 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 representations or warranties, express or implied, regarding the Property or matters affecting the Property, whether made by County, on County's behalf or otherwise, including, without limitation, the physical condition of the Property, title to or the boundaries of the Real Property, pest control matters, soil conditions, the presence, prior existence, or absence of any hazardous substance or other environmental matters, compliance with building, health, safety, land use and zoning laws, regulations and orders, structural and other engineering characteristics, traffic patterns, market data, economic conditions or projections, and any other information pertaining to the Property or the market and physical environment in which it is located. Buyer moreover acknowledges that: (i) Buyer is a corporation 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 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.

**Section 15. 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 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. This amount has been agreed by the parties to be reasonable compensation and the exclusive remedy for default, since the precise amount of damages would be difficult to determine.

**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:

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

If to Buyer:

YCAHC  
135 NE Dunn Place  
McMinnville, OR 97128  
Telephone: 503-883-4300  
Fax: 503-472-4376

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:

Walt Gowel  
620 NE 5<sup>th</sup> Street  
McMinnville, OR 97128  
Telephone: 503-472-5141

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.

**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. CAPTIONS.** The captions of the sections and paragraphs in this Agreement are used solely for convenience and are not intended to limit or otherwise modify the provisions of this Agreement.

**Section 28. STATUTORY WARNING (ORS 93.040(2)).** 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 30. 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 and have caused this instrument to be executed by the duly authorized persons whose signatures appear below.

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

  
\_\_\_\_\_  
LINDSAY BERSCHAUER, Chair

Yamhill County Board of Commissioners  
Date: 7-14-2022

**BUYER: Yamhill County Affordable Housing Corporation**

  
\_\_\_\_\_  
VICKIE YBARGUEN, Executive Director  
Housing Authority of Yamhill County, Agent  
for Yamhill County Affordable Housing  
Corporation

Date: 7/8/22

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:

PART OF THE SAMUEL COZINE DONATION LAND CLAIM #56 IN SECTION 21, TOWNSHIP 4 SOUTH, RANGE 4 WEST OF THE WILLAMETTE MERIDIAN IN YAMHILL COUNTY, OREGON DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF WEST HEMBREE STREET, SOUTH 10° WEST 147 FEET FROM THE INTERSECTION OF THE WEST HEMBREE STREET WITH THE SOUTH LINE OF MCMINNVILLE COLLEGE ADDITION; THENCE NORTH 78° WEST, 250 FEET; THENCE SOUTH 10° WEST, 135.85 FEET TO THE NORTH LINE OF CHANDLER'S FIRST ADDITION; THENCE SOUTH 78° EAST, 125 FEET; THENCE NORTH 10° EAST, 38 FEET; THENCE SOUTH 78° EAST, 125 FEET TO THE WEST MARGIN OF WEST HEMBREE STREET; THENCE NORTH 10° EAST, 97.85 FEET TO THE PLACE OF BEGINNING.

Tax Parcel Number: **R4421CB 15200**



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'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.
7. BUYER SHOULD HAVE INSPECTED THE PROPERTY PRIOR TO CLOSING.
8. THE PROPERTY MAY 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.