

BID FORM AND INTERIM SALES AGREEMENT

Public Auction/Sealed Bid \$150,000.00

MINIMUM ACCEPTABLE BID	AMOUNT OF BID
<u>\$150,000.00</u>	\$ _____
LESS DEPOSIT	\$ _____
TOTAL BALANCE DUE	\$ _____

FILE NUMBER R44436
DISTRICT NUMBER 10
COUNTY NUMBER 09-Deschutes County
AREA (SQ.FT./ACRES) 9,476 sq ft, more or less

CONDITIONS OF SALE:

Purchaser has the right to purchase, at their expense, title insurance.

- Restrictions on signboards and all types of junkyards
- Noise and Air pollution clauses
- Special assessments, existing restrictions, reservations and easements, if any
- Subject to the rights of any utilities located within said property and further subject to the rights of said existing facilities, if any there be, to operate, reconstruct, and maintain their utility facilities presently located within said property.
- State shall deliver a standard Oregon Department of Transportation Bargain and Sale Deed. (Refer to Exhibit B for a sample of a typical deed, the actual deed to the property may reflect additional covenants, conditions, reservations and restrictions.) State’s deed shall be subject to all standard covenants, conditions, reservations and restrictions contained therein.

- The State of Oregon does **not** provide Title Insurance.

- Access is restricted to Highway, Central Oregon Highway.

- Access to this property is not guaranteed by the State of Oregon. The purchaser is advised to contact the local jurisdiction to assure that they will have the ability to use such access when the purchased property is used for any particular purpose. ODOT makes no representation concerning access to local streets or roads.

- Property Sold AS-IS: Property to be sold “As Is” with all defects, if any. Grantee waives, releases and forever discharges Grantors 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.

- Purchaser will have an opportunity to examine the Property to its own satisfaction and will form its own opinion as to the condition (including environmental condition) and value thereof. State will not provide, and Purchaser shall not rely on, any statements or representations from State or any person acting on behalf of State concerning any of the following, except as expressly provided otherwise in the Agreement, including the following:

- a) the size or area of the Property or any of the parcels of the Property;
 - b) the location of corners or boundaries of any parcel of the Property;
 - c) except as disclosed in the Agreement, the condition of the Property, including but not limited to, environmental conditions above or below the surface of the Property or compliance with environmental laws and other governmental requirements;
 - d) the availability of services to the Property;
 - e) the ability of Purchaser to use the Property or any portion thereof for any intended purpose; or
 - f) any other matter affecting or relating to the Property or any portion thereof.
 - g) Grantee is acquiring the Property, both above surface and below surface, in the condition existing at the time of closing.
- Property shall not be used for the operation of any garbage dump or sanitary land fill.

The undersigned as bidder, hereinafter referred to as "Purchaser" agrees to the terms set forth in the "Terms of Sale", which terms are incorporated herein by reference and made a part hereof 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.

Accompanying the bid is a check payable to the Department of Transportation, in the amount of \$_____. Property to be purchased on a cash basis. Balance of purchase price in the amount of \$_____ to be in the form of a Cashier's Check to be paid by _____.

The deposit shall be applied to the bid for the property on which the undersigned is the successful Purchaser. 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.

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 60 days. 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.

CONTRACT SALE: Final contract terms will be as provided in the sale advertisement for this property, plus the following:

UNPAID BALANCE: Purchasers may pay all or any part of the balance due on this contract at any time prior to the time herein specified and required.

IMPROVEMENTS: All existing buildings and improvements and those hereafter placed upon premises shall be kept in good repair by Purchasers and not be removed prior to final payment under this contract. Purchasers will obtain State's written consent before altering or adding to any building on premises.

INSURANCE: Purchasers shall keep the buildings now located or hereafter placed on premises constantly insured against loss by fire in amounts which are at least equal to the balances due State under this contract. The fire insurance which shall include extended coverage shall be written in the name of the Purchasers with loss, if any, payable to State to the extent of its interest, balance, if any, payable to Purchasers. Purchasers shall deliver to State certificates of coverage from each insurer containing a stipulation that coverage shall not be canceled or diminished without a minimum of 30 days written notice to State. In the event of loss, Purchasers shall give immediate notice to State. State may make proof of loss if Purchasers fail to do so within 15 days of the loss.

INSURANCE FOR OTHER THAN SINGLE FAMILY DWELLING, in addition to the above insurance requirements: During the term of this contract, Purchasers shall maintain public liability and property damage insurance with limits of not less than \$50,000 for any number of claims for any number of claims for damages to or destruction of property, including consequential damages, arising out of a single accident or occurrence; \$100,000 for all other claims arising out of a single accident or occurrence and \$1,000,000 for any number of claims arising out of a single accident or occurrence. Such insurance shall cover all risks arising directly or indirectly out of Purchasers' activities on or any condition of Premises whether or not related to an occurrence caused or contributed to by State's negligence; shall protect Purchasers against the claims of State on account of the obligation assumed by Purchasers under the contract, and shall protect State and Purchasers against claims of third persons. State shall be named an additional insured to such policy. Such policies shall be written in such form with such terms and by such insurance companies acceptable to State. Purchasers shall deliver to State certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a 30 day prior written notice to State.

TAXES AND ASSESSMENTS: State will pay all real property taxes assessed against premises and improvements thereon, as said real property taxes become due, or in advance of the due date thereof and add said taxes to the principal balance due on the purchase price of premises. Except as herein otherwise provided, the amount of the monthly payments under this contract will be adjusted on January 1st of each year thereafter to reflect the amount of the annual real property taxes assessed against premises and improvements thereon. Except for the real property taxes as hereinabove provided, Purchasers agree to regularly and seasonally pay all other liens, assessments and charges, including local improvement assessments, which are or may be hereafter lawfully imposed or which constitute or will constitute liens or encumbrances against premises. If Purchasers fail or refuse to pay and discharge any of the above mentioned liens, assessments or charges prior to the time they are to become delinquent, State, at its option, may pay the same and add the amount expended to the balance of the purchase price.

