

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 00-085

Canceling Real Estate Purchase & Sale Agreement with GABRIEL INVESTMENT LLC upon failure to comply with the terms and conditions

The Multnomah County Board of Commissioners Finds:

a) Purchaser, GABRIEL INVESTMENT LLC, by Real Estate Purchase & Sale Agreement (Agreement) dated August 11, 1999, book 99 and Page 154436, agreed to purchase from Multnomah County upon terms and conditions provided therein, the following tax foreclosed property;

Lots 1-4, Block 1 Excluding Point in Street, Lot 1, Block 1, PIEDMONT PARK, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

b) The purchaser failed to comply with the terms of the Sale and has defaulted on the Agreement

c) ORS 275.220 provides that upon default, the Board may cancel the Agreement

The Multnomah County board of Commissioner Resolves:

1. That the subject Real Estate Purchase & Sale Agreement be and is declared CANCELLED.
2. That the Multnomah County Tax Collector remove the above property from taxation and cancel all unpaid taxes in accordance with the provisions of ORS 275.240.
3. That the TAX TITLE UNIT OF THE DEPARTMENT OF ENVIRONMENTAL SERVICES mail via regular mail and a certificate of mailing be made upon such copy of the order to:

GABRIEL INVESTMENT LLC, 10250 SW North Dakota St, Tigard OR 97223

Adopted this 1st day of June, 2000.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By Beverly Stein
Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Attorney
for Multnomah County, Oregon

By Matthew O. Ryan
Matthew O. Ryan, Assistant County Attorney

REAL ESTATE PURCHASE & SALE AGREEMENT
MULTNOMAH COUNTY, OREGON TO

GABRIEL INVESTMENT LLC

THE TRUE AND ACTUAL CONSIDERATION PAID FOR THIS TRANSFER IS: \$140,000.00

UNTIL A CHANGE IS REQUESTED, ALL TAX STATEMENTS SHALL BE SENT TO
THE FOLLOWING ADDRESS:

GABRIEL INVESTMENT LLC
10250 SW NORTH DAKOTA ST
TIGARD OR 97223

RETURN TO:
166/300/TAX TITLE

710
8/11/99

Recorded in the County of Multnomah, Oregon
C. Swick, Deputy Clerk



43.00

99154436 2:50pm 08/11/99

001 20028127 02 13
A01 4 0.00 20.00 3.00 20.00 0.00 0.00

REAL ESTATE PURCHASE & SALE AGREEMENT # SPA13

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REAL ESTATE PURCHASE AND SALE AGREEMENT

GABRIEL INVESTMENT LLC, (hereinafter referred to as "Purchaser"), hereby agree to purchase, and Multnomah County, Oregon (hereinafter referred to as "Seller"), hereby agrees to sell, all in accordance with the following terms, provisions and conditions, that certain real property described as follows:

LOTS 1-4, BLOCK 1 EXCLUDING POINT IN STREET, LOT 1, BLOCK 1, PIEDMONT PARK, a recorded subdivision in the City of Portland, County of Multnomah, and State of Oregon.

1. **Purchase Price and Terms of Payment:** The price shall be \$140,000.00, of which the sum of \$13,770.00 by way of deposit is now paid, the receipt whereof the Seller acknowledges, and the balance of \$126,230.00 shall be paid in full on September 13, 1999 for completion of the purchase.
2. **Conveyance of Title:** Title to the Property shall be conveyed by Seller to Purchaser at closing by Bargain and Sale Deed, with no warranties of title.
3. **Right of Entry Prior to Closing:** Prior to closing, Purchaser or its agents may enter the property from time to time to inspect the Property, as needed. Purchaser shall indemnify and hold harmless and defend Seller from all liens, costs and expenses including reasonable attorney fees and expert fees, arising from or relating to Purchaser's entry on or inspection of (including any environmental inspection or testing) the property; or any other work performed or allowed by Purchaser on the property prior to closing. This covenant to indemnify, hold harmless and defend Seller shall survive closing or any termination of this Purchase & Sale agreement.
4. **Property Sold "AS IS":** Seller makes no representations or warranties with respect to the physical condition or any other aspect of the Property, including, without limitation, that the Property may have conformed to past, current, or future applicable zoning or building code requirements, the existence of soil and stability, past soil repair, soil additions, or conditions of soil fill of susceptibility to land slides, the sufficiency of any undershoring, the sufficiency of any drainage, whether the Property is located either wholly or partially in a flood plain or a flood hazard boundary or similar area, or any other matter affecting the stability or integrity of the Property. Purchaser expressly acknowledges that the Property is being sold and accepted AS-IS, and Purchaser hereby unconditionally and irrevocably waives any and all actual or potential rights Purchaser may have regarding any form of warranty, except as set forth in this Agreement, express or implied, of any kind or type, relating to the Property. Such waiver is absolute, complete, total, and unlimited in any way.
5. **Statutory Land Use Disclaimer:** 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, which in farm and forest zones, may not authorize construction or siting of a residence and which limit lawsuits against farming or forest practices as defined in ORS 30.930 in all zones. 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 approved uses and the existence of fire protection for structures.
6. **Closing Date:** This transaction shall close on or before September 13, 1999 however, on such date either party may by written notice to the other party postpone the closing date, but in no event shall that day be more than 15 days later than the above date of closing.
7. **Possession:** Upon closing of the purchase the Purchaser shall be entitled to possession.
8. **Legal Fees and Modifications To This Agreement:** In the event of any litigation arising out of this agreement, the losing party shall pay "all attorneys" fees and costs reasonably incurred by the prevailing party in connection with the litigation, and in the appeal of same. Any modification to the terms of this Agreement shall only be in writing, properly executed by both of the Seller and Purchaser.
9. **Severability:** If any term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10. **Integration:** This Agreement contains the entire agreement and understanding of the parties with respect to the purchase and sale of the property and supersedes all prior and contemporaneous agreements between them with respect to such purchase and sale.
11. **Remedies:** If Purchaser fails, through no fault of Seller, to close its acquisition of the Property, or otherwise fails to observe or comply with any of the foregoing terms and conditions, Seller shall retain \$1,000 of the deposit paid by Purchaser. In the event Seller fails, through no fault of Purchaser, to close its sale of the Property, the Purchaser shall be entitled to repayment of the deposit with interest, at the statutory rate, from the date of deposit, in full satisfaction of all claims under this agreement or otherwise.
12. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.
13. **Time is of the Essence:** Time is of the essence of this Agreement.
14. **Notices:** All notices required or permitted to be given hereunder shall be in writing and shall be sent by U.S. Certified Mail, return receipt requested, or by facsimile transmission addressed as set forth below:

Notices to Seller:

Name: MULTNOMAH COUNTY
TAX TITLE UNIT
Address: PO Box 2716
Portland OR 97208

Notices to Purchaser:

Name: GABRIEL INVESTMENT LLC
Address: 10250 SW NORTH DAKOTA ST
TIGARD OR 97223

AGREED AND ACCEPTED:

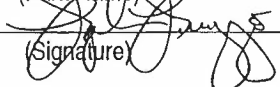
SELLER: MULTNOMAH COUNTY, OREGON

BY: 
Beverly Stein, Chair
Multnomah County
Board of Commissioners



AGREED AND ACCEPTED:

PURCHASER: Gabriel Investment LLC
(Print Name)

BY: 
(Signature)
PASQUALE PASCUZZI
(Print Signature)

TITLE: Managing Member
(If Applicable)

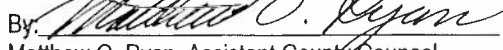
BY: _____
(Signature)

(Print Signature)

TITLE: _____
(If Applicable)

REVIEWED

Multnomah County Counsel

By: 
Matthew O. Ryan, Assistant County Counsel

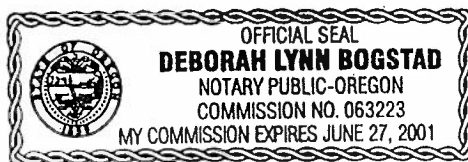
STATE OF OREGON

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The foregoing instrument was acknowledged before me this 15th day of July, 1999, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



WILBORAH Lynn Bogstad

Notary Public for Oregon

My Commission expires: 6/27/01