

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Sale of Surplus )  
County Land at the Multnomah County )  
Farm in Section 26, Township 1 North, )  
Range 3 East, W.M., City of Troutdale, )  
Multnomah County, Oregon. )

O R D E R  
# 93-75

It appearing that the real property consisting of approximately six acres of land and described in the SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY before the Board this date is surplus to the needs of Multnomah County and is zoned by the City of Troutdale for industrial uses only, thus is suitable for industrial use and constitutes an industrial facility as defined by ORS 271.510; and

It appearing that Tom Wiebold and Stan Wiebold have offered to purchase three acres of the said real property for the sum of \$90,000.00 and to acquire an option to purchase the remaining three acres for the sum of \$90,000.00 at an option consideration of \$9,000.00 per year for a maximum of three years; and

It appearing that said offer price is within the fair market value as determined by independent appraisal and appraisal by Multnomah County; and

It appearing that the sale and option will benefit Multnomah County and the Board being fully advised in the matter:

It is ORDERED that Multnomah County execute this SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY before the Board this date and any deeds or other documents required for completion of this sale and that the County Chair be, and she is hereby, authorized and directed to execute the same on behalf of Multnomah County.

Dated 11th day of March, 1993.



By Matthew O. Ryan 3/1/93  
Matthew O. Ryan

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

By Gary Hansen  
County Chair  
Gary Hansen, Vice-Chair

COMMERCIAL - INDUSTRIAL  
SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY



THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.

Portland, Oregon, January 29, 1993

A. Received of Tom and Stan Wiebold, and/or Assigns

hereinafter called "purchaser," in the form of (check one, note) \$10,000.00 as earnest money and part payment for the purchase of the following described real estate situated in the City of Troutdale County of Multnomah and State of Oregon, to-wit:

Full legal description to be provided by Seller at closing.

Approximately 6 acres - see attached map.

Parcel I - purchase, Parcel II - option - see attached Addendum, which is a part of this Agreement.

together with the following described personal property: None

which we have this day sold to the said purchaser, subject to the approval of the seller, for the sum of Ninety Thousand and No/100 Dollars (\$ 90,000.00)

on the following terms, to-wit: The sum, hereinabove recaptured for, of Ten Thousand and No/100 Dollars (\$ 10,000.00)

on Owner's acceptance as additional earnest money, the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

Upon acceptance of title and delivery of deed or contract, the sum of Eighty Thousand and No/100 Dollars (\$ 80,000.00)

The balance of N/A

payable as follows: \_\_\_\_\_

SPECIAL CONDITIONS: See attached Addendum.

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 OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE. 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 EXISTENCE OF FIRE PROTECTION FOR STRUCTURES.

In addition to purchase price, Purchaser to pay any required assumption fees and reimburse seller for sums held in reserve accounts on any indebtedness assumed in this transaction. Parties acknowledge that property may be subject to City, County or State Smoke Detector requirements.

Unless otherwise herein provided, the property is to be conveyed by warranty deed free and clear of all liens and encumbrances except zoning ordinances, building and use restrictions, reservations in Federal patents, utility easements of record which benefit the property or area in which the property is located, and \_\_\_\_\_

Seller shall furnish to Purchaser a title insurance policy in the amount of the purchase price for the real property from a title insurance company showing good and marketable title. Prior to closing the transaction seller, upon request, will furnish to purchaser a preliminary title report made by a title insurance company showing the condition of the title to the property. If seller does not approve the sale, or cannot furnish marketable title within thirty days after notice containing a written statement of defects is delivered to seller, or, having approved the sale, fails to consummate it, the earnest money herein recaptured for shall be refunded, but the acceptance by purchaser of the refund does not constitute a waiver of other remedies available to him; but, if seller approves the sale and title is marketable and purchaser fails to complete the purchase as herein provided the earnest money herein recaptured for and any additional earnest money paid or agreed to be paid shall be paid to seller and this contract thereupon shall be of no further binding effect, it being the intention of the parties that if purchaser fails to complete the purchase purchaser shall pay the earnest money and be free of any further obligations under this agreement.

All built-in appliances, wall-to-wall carpeting, drapery and curtain rods, window and door screens, storm doors and windows, irrigation, plumbing, ventilating, cooling and heating fixtures and equipment (including stoker and oil tanks but excluding detached fireplace equipment), water heaters, attached electric light and bathroom fixtures, light bulbs, fluorescent lamps, venetian blinds, awnings, attached floor covering, attached television antennas, all planted shrubs, plants, and trees and all fixtures are to be left upon the premises as part of the property purchased except: None

The following fixtures are not owned by seller and are not being sold: None

Seller represents: That the building on the property is connected to:  A public sewer system,  A cesspool or septic tank; that he knows of no material structural defects; that all electrical wiring, heating, cooling and plumbing systems will be in good working order and that the balance of the property including yard will be in substantially its present condition, at the time purchaser is entitled to possession; that he has no notice of any liens to be assessed against the property; that he has no notice from any governmental agency of any violation of law relating to the property; except See attached Addendum

THE SALE  WILL  WILL NOT BE CLOSED IN ESCROW. If closed in escrow, the costs of escrow shall be shared equally between seller and purchaser. If a contract sale, legal fees for contract preparation shall be paid by \_\_\_\_\_ Transfer tax, if any, shall be shared equally by purchaser and seller. Pro-rates for rents, taxes, interest on assumed obligations, insurance premiums (if purchaser assumes existing policy) and other prepaid expenses attributable to the property shall be made as of (check one only)  Date purchaser is entitled to possession;  one (1) \_\_\_\_\_ days after delivery of above mentioned deed or contract;  On \_\_\_\_\_, 19\_\_\_\_. Seller to pay all utility bills accrued to date purchaser is entitled to possession. On date purchaser is entitled to possession, purchaser to pay seller for heating fuel then on premises, payment to be handled between purchaser and seller. That portion of any real property tax or assessment or interest thereon which is attributable to a period or periods on or before closing but the assessment of or due date for payment of which has been deferred, shall be paid for by \_\_\_\_\_ (Purchaser/Seller)

Possession of said premises is to be delivered to buyer on or before \_\_\_\_\_, 19\_\_\_\_. Time is of the essence hereof. This contract is binding upon the heirs, executors, administrators, successors and assigns of buyer and seller. However, if the entire purchase price will not be paid in full at closing, the buyer's rights herein are not assignable without written consent of seller.

REALTOR ACKNOWLEDGMENT

B. The undersigned Realtor acknowledges receipt of earnest money from purchaser in the sum of \$ 10,000.00 evidenced by  cash,  check

promissory note payable at or before at closing

Branch Address: \_\_\_\_\_ Norris, Beggs & Simpson Realtor

Branch Phone: \_\_\_\_\_ Main Office Phone 223-7181 Michael J. Tharp Agent

Main Office Address 121 SW Morrison, #200, Portland, OR 97204

AGREEMENT TO PURCHASE

C. PURCHASER (Print) Tom and Stan Wiebold, and/or Assigns HEREBY ACKNOWLEDGES RECEIPT OF A COMPLETELY FILLED IN COPY HEREOF WHICH PURCHASER HAS FULLY READ AND UNDERSTANDS AND ACKNOWLEDGES THAT HE HAS NOT RECEIVED OR RELIED UPON ANY STATEMENTS MADE BY SELLER OR ANY REAL ESTATE AGENT WHICH ARE NOT HEREIN EXPRESSED. DEED OR CONTRACT TO BE PREPARED IN THE NAME OF Tom and Stan Wiebold, and/or Assigns

This offer shall automatically expire five (5) days after time of purchaser's signature, if not accepted within that time.

Address 4180 SE Hillyard Road Date Jan 28 1993

Gresham, OR Zip 97080 Tom Wiebold Purchaser

Phone: Res. \_\_\_\_\_ Bus. Mr. 663-0177 Ms. \_\_\_\_\_ Purchaser

AGREEMENT TO SELL

D.  Seller hereby rejects the foregoing offer and  makes the attached counter offer.

Seller hereby accepts the foregoing offer of purchaser on the terms and conditions specified above. Seller agrees to pay above-named Realtor, or, if this is a co-op transaction, the listing broker, the sum of \$ Per Agreement for services rendered in this transaction. Seller authorizes Realtor or listing broker to order title insurance at Seller's expense and further authorizes them and escrow to pay out of the cash proceeds of sale the expenses of furnishing title insurance, seller's recording fees, seller's closing costs and any encumbrances on the property payable by seller on or before closing. SELLER HEREBY ACKNOWLEDGES RECEIPT OF A COMPLETELY FILLED IN COPY OF THIS AGREEMENT WHICH SELLER HAS FULLY READ AND UNDERSTANDS. In the event purchaser fails to complete the sale as herein provided, forfeited earnest money shall be distributed as follows after deduction of any title insurance or escrow cancellation charges:  To Realtor, or if this is a co-op transaction, to the listing broker, to the extent of the agreed commission just as if the transaction had been consummated, with residue to seller;  \_\_\_\_\_

Address 2505 SE 11th Avenue Date \_\_\_\_\_, 19\_\_\_\_, \_\_\_\_\_ A.M. \_\_\_\_\_ P.M.

Portland, OR Zip 97202 \_\_\_\_\_ Seller

Phone: Res. \_\_\_\_\_ Bus. Mr. 248-3851 Ms. \_\_\_\_\_ Seller

PURCHASER'S ACKNOWLEDGMENT

E. Date \_\_\_\_\_, 19\_\_\_\_, \_\_\_\_\_ A.M. \_\_\_\_\_ P.M. Purchaser hereby acknowledges receipt of a copy of above agreement bearing acceptance of this offer by seller. \_\_\_\_\_ Purchaser

F. Co-op transaction between above named Realtor and \_\_\_\_\_ on basis, \_\_\_\_\_ % / \_\_\_\_\_ %

Listing Realtor \_\_\_\_\_ Selling Realtor \_\_\_\_\_

Broker's initials \_\_\_\_\_

REALTOR'S COPY

**ADDENDUM TO SALES AGREEMENT AND RECEIPT FOR EARNEST MONEY  
DATED JANUARY 29, 1993  
BY AND BETWEEN  
MULTNOMAH COUNTY, SELLER,  
AND  
TOM AND STAN WIEBOLD, AND/OR ASSIGNS, PURCHASER**

**I. Property Description:**

Approximately six acres as outlined on the accompanying map. The property is to be divided into two equal parcels with equal frontage on Halsey Street with the boundary lines between the parcels to be adjusted to Purchaser's satisfaction. Full legal description of both parcels is to be provided by Seller as one result of the survey described below.

**II. Conditions Precedent to Closing:**

- A. Preliminary title report is to be provided to Purchaser by Seller at Seller's expense within ten working days of acceptance of this offer.
- B. Review and approval by Purchaser and by Purchaser's attorney of any and all encumbrances whether or not recorded that affect the property, including but not limited to easement, pathways, coverts and local district assessments.
- C. Review and approval by Purchaser and by Purchaser's attorney of all documents including, but not limited to, offers, acceptances, surveys, environmental reports, feasibility studies and closing statements.
- D. Personal inspection by Purchaser to Purchaser's satisfaction.
- E. Multnomah County will not guarantee that the utilities will be located at the site.
- F. Completion of the survey by a licensed surveyor to be provided to Purchaser at Seller's expense within 30 days after execution of this agreement. Such survey shall identify boundaries, improvements, easements and any encroachments affecting the property as well as the gross land area and shall identify all property monuments.
- G. Completion of economic and engineering feasibility study or studies at Purchaser's expense with results acceptable to Purchaser.
- H. Multnomah County to provide environment studies done by Multnomah County to Purchaser. If any additional studies need to be done, Purchaser will complete such studies and pay for the expense of any additional studies.
- I. Partition of the property into two equal parcels at Seller's expense.

- J. Approval by the city of Troutdale and any other necessary government agencies of Purchaser's proposed use of site.
- K. Financing is subject to being acceptable to Purchaser.
- L. Road improvement costs to Purchaser shall not exceed \$60.00 per lineal foot.
- M. This offer is subject to Multnomah County Commission approving this offer.

**III. Satisfaction or Waiver of Conditions:**

Conditions shall be waived or satisfied within a 120 days after full execution of this agreement. Upon waiver or satisfaction of all conditions, Purchaser shall notify Seller in writing of Purchaser's intent to purchase the property. Closing shall occur no later than 30 days following such notice. If, at the end of 120 days, any conditions remain, though no fault of Purchaser, Purchaser shall be granted an automatic 30 day extension.

If any of the above contingencies are not waived or met, Purchaser shall notify Seller prior to the end of the contingency period. Purchaser's Earnest Money note shall be promptly returned and this offer shall be declared null and void and of no further force or effect on either party.

- IV.** At closing, Seller shall provide Purchaser with bargain and sale deed for parcel 1.

**V. Representations:**

- A. Seller has made arrangements for its real estate broker to be fully compensated in accordance with a separate agreement with the brokers. Purchaser has not utilized the services of a real estate agent or broker in connection with the transaction.
- B. Seller represents that it has good right to sell and convey the property and that it is the owner in fee simple thereof.
- C. Seller represents that no work, labor or materials have been expended, bestowed or placed on the property adjacent thereto or within any existing or proposed assessment district which either remain unpaid for or which a lien may be filed except as listed in the preliminary title report.
- D. Seller represents to the best of its knowledge and belief and after due inquiry, that it has not received nor is aware of any notification from any governmental agency and having jurisdiction requiring any work to be done in order for the property to conform

to any applicable code. Seller further represents to the best of its knowledge and belief, and after due inquiry, that there are no violations of law, regulation or code of any kind connected with the property.

- E. Seller represents to the best of its knowledge and belief and after due inquiry, that it has disclosed all information regarding the property including but not limited to the presence and location of asbestos, PCB transformers, other toxic, hazardous, or contaminated substances and any underground storage tanks in, on or above the property. Seller further represents to the best of its knowledge and belief after due inquiry that there are no underground tanks, and that there is no environmental contamination on the property by any hazardous or toxic materials as defined by any governmental agency.
- F. Seller represents that there is no unrecorded options, easement taxes, assessments, liens, claims, rights, contracts, or pending litigation, including any form of labor dispute affecting the property except as listed in the preliminary title report.

**VI. Option:**

Purchaser shall have the option to purchase Parcel II for a total purchase price of \$90,000.00 upon the same terms and conditions as the purchase of Parcel I hereunder, subject to the following conditions. Said option shall commence upon the closing of the purchase of Parcel I and shall continue for three years thereafter, except as otherwise hereinafter provided. In consideration for said option, Purchaser shall pay to Seller the total sum of \$27,000.00 payable as follows: \$9,000.00 at the time of closing of the purchase of Parcel I, \$9,000.00 upon the first anniversary of said closing, and \$9,000.00 upon the second anniversary of said closing. These payments shall be nonrefundable in the event that Purchaser fails to exercise said option, but shall be applied to the purchase price of Parcel II in the event that Purchaser shall exercise said option. In the event that any of these payments shall not be made on the date required, Purchaser's option to purchase Parcel II shall then immediately expire without further action or notice and be of no further effect. Said option shall be exercised by written notice delivered personally or by U.S. Mail, postage prepaid, to Seller at its address stated herein.

**VII. General Provisions:**

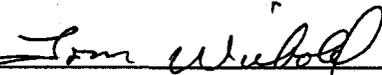
- A. In the event suit or action is instituted by any party to enforce or interpret this agreement or any part thereof, the prevailing parties shall be entitled to recover such sum as the court may judge reasonable as attorney fees at trial and on any appeal of any such suit or action, in addition to all other sums provided by law and or contract.

- B. The parties covenant to each other good faith, complete cooperation, due diligence and honesty and fact in the performance of all obligations pursuant to this agreement. Each party will execute all the necessary documents and take all necessary actions promptly when due or requested by another party to implement the purpose of this agreement and to make it enforceable against third parties.
- C. This agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.
- D. Failure of any party at any time to require the performance of any provisions that this agreement shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of the provision or of the provision itself or any other provision.
- E. This agreement, with the attached Earnest Money agreement, form and map is the entire agreement between the parties and supersedes all prior statements, agreements or representations. This agreement, once executed by both parties, may not be modified, terminated or amended or any of its provisions waived, except by written instrument, signed by the party to be charged or by an agent dully authorized in writing.
- F. The captions and headings of this agreement are for the convenience only and shall not be construed or referred to in resolving questions or interpretation or construction.
- G. In construing this agreement, it is understood that the party may be more than one person or a corporation; and that if the context so requires, the singular shall be taken to mean and include the plural and neuter and that generally all grammatical changes shall be made and assumed and applied to make the provisions of this agreement apply equally to corporations and to individuals.

MJTtlp rev. 02-08-93  
adwiebol.mjt

**AGREED AND ACCEPTED:**

Tom and Stan Wiebold, Purchaser

By: 

Date: 2-9-93

**AGREED AND ACCEPTED:**

Multnomah County, Seller

By:   
Gary Hansen, Vice-Chair

Date: March 11, 1993

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-11 DATE 3/11/93  
DEB BOGSTAD  
BOARD CLERK

