

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 99-149

Authorizing Real Estate Purchase & Sale Agreement for the Sale of Certain Real Property to GABRIEL INVESTMENT LLC

The Multnomah County Board of Commissioners Finds:

- a) Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes
- b) After due notice and advertisement as by law provided, offered said property at public sale, and did receive from GABRIEL INVESTMENT LLC, a bid for the sum of \$140,000.00 which said sum was the highest and best bid for said property; payable as follows: \$13,770.00 in cash upon the execution of this agreement, and the balance of \$126,230.00 to be paid in full on or by September 13, 1999.
- c) Said Agreement to prevent the use of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-4 and 22, or any "nuisance" as defined in ORS 105.555; comply with all laws ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property and prohibit and prevent any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.
- d) Said bidder has surrendered the certificate of purchase, tendered the down payment due under said certificate, and that a Real Estate Purchase & Sale Agreement containing the terms and conditions of said sale should be entered into by Multnomah County;

The Multnomah County Board of Commissioners Resolves:

1. The Multnomah County Board of Commissioners hereby enters into a Real Estate Purchase & Sale Agreement with GABRIEL INVESTMENT LLC for the sale of the following described real 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:

Approved this 15th day of July, 1999.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By   
Beverly Stein, Chair

REVIEWED:  
THOMAS SPONSLER, COUNTY COUNSEL  
MULTNOMAH COUNTY, OREGON

By   
Matthew O. Ryan, Assistant County Counsel

## 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 or 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:**

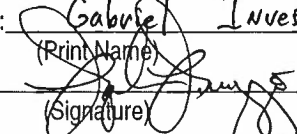
Name: **GABRIEL INVESTMENT LLC**  
Address: 10250 SW NORTH DAKOTA ST  
TIGARD OR 97223

**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

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The image shows a rectangular notary seal for Deborah Lynn Bogstad, a Notary Public in Oregon. The seal is enclosed in a decorative border. On the left is a circular emblem with a notary seal. To the right of the emblem, the text reads: "OFFICIAL SEAL", "DEBORAH LYNN BOGSTAD", "NOTARY PUBLIC-OREGON", "COMMISSION NO. 063223", and "MY COMMISSION EXPIRES JUNE 27, 2001".

WILBORAH Lynn Bogstad

# Notary Public for Oregon

My Commission expires: 6/27/01