



**PUBLIC NOTICE  
SURPLUS PROPERTY SALE**

The City of Carlton, Oregon is considering the sale of surplus real property located at the northeast portion of Ladd Park in Carlton, OR; Tax Lot R3421DA-1800. The property is presently vacant and zoned Downtown Main Street or DD-MS for commercial type uses. The property will be sold as is.

Sealed Bids must be submitted to City Manager Shannon Beaucaire at City Hall, 191 East Main Street, Carlton, Oregon and must be accompanied by deposit check or certified funds of 1% of bid (no cash). Principals only please. To obtain more info & bid package contact the City at 503-852-7575 or via email [sbeaucaire@ci.carlton.or.us](mailto:sbeaucaire@ci.carlton.or.us). Upon request, pertinent documents are available for review at City Hall. The sale is subject to final City Council approval and mutual written agreement. This process will remain open until August 31<sup>st</sup>, 2022. a bid or until the sale process is otherwise closed. The City reserves the right to reject any or all bids at any time prior to recording the Deed.

For a complete notice of sale please see the city website at [www.ci.carlton.or.us](http://www.ci.carlton.or.us)

CITY OF CARLTON, OREGON  
RESOLUTION NO. 2022-329

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARLTON, OREGON, DECLARING CERTAIN CITY PROPERTY TO BE SURPLUS CITY PROPERTY AND SETTING THE TIME AND PLACE FOR A PUBLIC HEARING ON THE PROPOSED SALE OF SAID SURPLUS REAL PROPERTY.**

**WHEREAS**, the City of Carlton, Oregon (the "City") owns certain real property and improvements located at 225 W. Grant Street within the city (the "Surplus Property"); described as follows: **Yamhill County Tax Lot R3421DA-1800**, and;

**WHEREAS**, the Surplus Property is located in Ladd Park; and

**WHEREAS**, the City Council finds that the Surplus Property is not needed for public use and the sale of such Surplus Property is necessary and convenient and will further the public interest.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF CARLTON, OREGON AS FOLLOWS:

Section 1. The City Council of the City of Carlton, Oregon hereby declares that the Surplus Property is not needed for public use by the City of Carlton, and the sale of such surplus real property will further the public interest and is necessary and convenient at the present time.


Section 2. The City Council further directs the City Recorder to give all required notices pursuant to ORS 221.725 for a public hearing to be held before the City Council on the 9<sup>th</sup> day of August, 2022, at which time the citizens of the City of Carlton, Oregon shall be invited to appear and address the City Council, either orally or in writing on whether the Council should proceed with the proposed sale of the Surplus Property in the public interest.

Section 3. The City Council further directs that the City Attorney prepare a draft written solicitation or sale agreement for the sale of the Surplus Property, and other sale terms and conditions, as shall be directed by the City Council. Such solicitation shall be available for public review and comment at or prior to the time set for such public hearing.

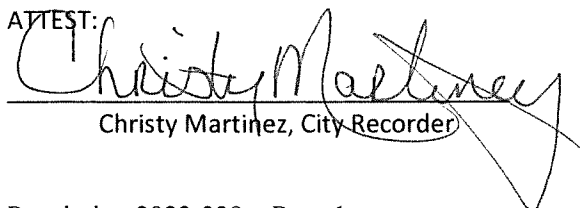
Section 4. This resolution shall become effective upon passage by the Council.

DATED this 5 day of July, 2022.

CITY OF CARLTON, OREGON

  
Linda Watkins, Mayor

ATTEST:

  
Christy Martinez, City Recorder

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

**PRELIMINARY**

OREGON  
MAY 21, 2013  
PAUL ALLEN KOHN  
58864PLS  
RENEWALS: 6/00/23

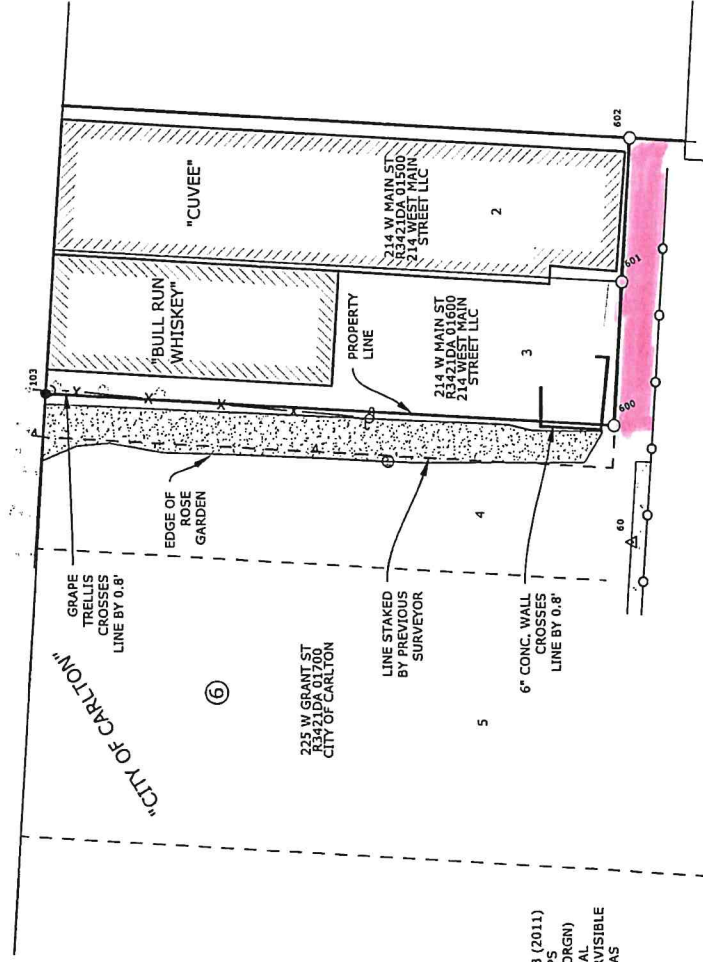
**SITE SURVEY**

LOTS 3 AND 4 "ORIGINAL TOWNSITE CITY OF CARLTON"  
LOCATED IN THE SOUTHEAST ONE QUARTER OF SECTION 21  
TOWNSHIP 3 SOUTH, RANGE 4 WEST, WILLAMETTE  
MERIDIAN, CITY OF CARLTON, COUNTY OF YAMHILL,  
OREGON

WEST MAIN STREET

30'

30'



- LEGEND**
- NOT ALL OF THE ITEMS IN THE LEGEND ARE SHOWN ON THE SURVEY
- CATCH BASIN
  - WATER VALVE
  - WATER METER
  - SANITARY SEWER MANHOLE
  - STORM DRAIN MANHOLE
  - CLEAN OUT
  - IRRIGATION CONTROL VALVE
  - GAS VALVE
  - GAS METER
  - MAIL BOX
  - LUMINAIRE
  - COMM RISER
  - COMM JUNCTION BOX
  - SIGNAL JUNCTION BOX
  - ELECTRIC METER
  - ELECTRIC JUNCTION BOX
  - UTILITY POLE
  - GUY ANCHOR
  - FIRE HYDRANT
  - SIGN
  - APPROXIMATE PROPERTY LINE STAKE
  - TEST PIT
  - MONITORING WELL
  - GRAPE TRELLIS
  - SANITARY SEWER MANHOLE
  - STORM DRAIN MANHOLE
  - CATCH BASIN
  - FIELD INLET
  - CONCRETE
  - GARDEN AREA
  - FOUND MONUMENT
  - FOUND MONUMENT IN BOX
  - SET MONUMENT
  - CONTROL POINT

**NOTES**

1. THE HORIZONTAL DATUM AND BASIS OF BEARINGS IS NAD 83 (2011) EPOCH 2010.00 OREGON NORTH 3601. INTERNATIONAL FEET. GPS OBSERVATIONS UTILIZING THE OREGON REAL TIME NETWORK (ORGN) WERE HELD AT CONTROL POINT NUMBER 10 AND 11. TERRESTRIAL GROUND MEASUREMENTS WERE TAKEN BETWEEN ALL THE INTERVISIBLE CONTROL POINTS. TRIMBLE BUSINESS CENTER VERSION 5.60 WAS USED TO ADJUST THE CONTROL NETWORKS.

CITY OF CARLTON  
191 EAST MAIN STREET  
CARLTON, OR 97111

CES|NW  
1390 SW 68th Parkway, Suite 150  
Tigard, Oregon 97223  
503.968.6655 www.cesnw.com

DESIGNED BY: \_\_\_\_\_  
DRAWN BY: \_\_\_\_\_  
DATE: 3/21/2022  
REVISIONS: \_\_\_\_\_

PROJECT NO.: \_\_\_\_\_  
SHEET: \_\_\_\_\_

1  
1 INCH = 20 FEET

CS-13796 <sup>Highway</sup> 5/18/2022  
County Survey

# CES | NW

13190 SW 6th Parkway, Suite 150  
Tigard, Oregon 97223  
503.508.6655 www.cesnw.com  
CESNW PROJ: 3801  
DATE: 05-10-2022

## RECORD OF SURVEY

LOCATED IN THE SOUTHEAST ONE QUARTER OF SECTION 21,  
TOWNSHIP 3 SOUTH, RANGE 4 WEST, WILLAMETTE MERIDIAN,  
CITY OF CARLTON, YAMHILL COUNTY, OREGON  
FOR: THE CITY OF CARLTON

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR  
*Paul Allen Korn*  
OREGON  
MAY 21 2013  
PAUL ALLEN KORN  
589641.S  
RENEWS 5/30/22

### NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO DETERMINE THE BOUNDARIES AND MONUMENT A PORTION OF THOSE TRACTS OF LAND DESCRIBED BY DEED IN VOLUME 109, PAGE 189 AND VOLUME 110, PAGE 676, YAMHILL COUNTY DEED RECORDS, BEING THE EASTERLY LINE OF LOT 4 AND THE SOUTHERLY LINE OF LOTS 2 AND 3 "ORIGINAL TOWNSITE CITY OF CARLTON".

THE BASIS OF BEARINGS IS HAD 83 (2013) EPOCH 2010.09 OREGON SOUTH 3662, INTERNATIONAL FEET A BEARING OF SOUTH 86°41'28" EAST WAS HELD BETWEEN MONUMENT NUMBER [102] AND MONUMENT NUMBER [105].

THAT RESULTANT LINE WAS HELD FOR THE CENTERLINE OF WEST MAIN STREET AND WAS OFFSET 30.00 FEET SOUTHERLY FOR THE SOUTHERLY RIGHT OF WAY LINE OF WEST MAIN STREET BEING THE NORTHERLY LINE OF THE SUBJECT TRACT.

THE CENTERLINE OF SOUTH YAMHILL STREET WAS ESTABLISHED AS A LINE FROM A POINT 7.02 FEET EASTERLY OF MONUMENT NUMBER [101] PER SURVEY NUMBER 1000, YAMHILL COUNTY SURVEY RECORDS TO MONUMENT NUMBER [106].

THAT RESULTANT LINE WAS OFFSET 3.27 FEET EASTERLY FOR THE EASTERLY LINE OF LOT 14, BLOCK 6, "ORIGINAL TOWNSITE CITY OF CARLTON".

THE CENTERLINE OF WEST GRANT STREET WAS ESTABLISHED AS A LINE FROM A POINT 20.00 FEET NORTHERLY OF MONUMENT NUMBER [108] TO MONUMENT NUMBER [106].

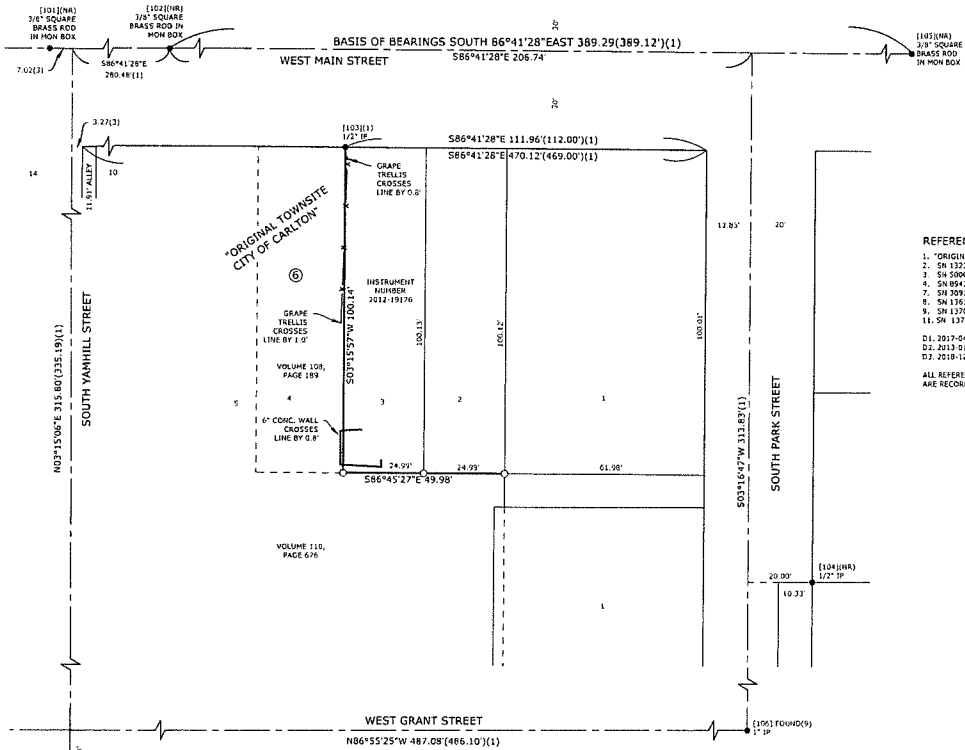
THAT RESULTANT LINE WAS OFFSET 20.00 FEET NORTHERLY FOR THE SOUTHERLY LINE OF SAID BLOCK 6, "ORIGINAL TOWNSITE CITY OF CARLTON".

THE CENTERLINE OF SOUTH PARK STREET WAS ESTABLISHED AS A LINE FROM MONUMENT NUMBER [104] TO A POINT 20.00 FEET WESTERLY OF MONUMENT NUMBER [104] AND ITS EXTENSION TO THE CENTERLINE OF WEST MAIN STREET.

THAT RESULTANT LINE WAS OFFSET 12.83 FEET WESTERLY FOR THE EAST LINE OF SAID BLOCK 6.

THE EAST LINE OF SAID LOT 4 WAS ESTABLISHED AS A LINE FROM MONUMENT NUMBER [103] AT THE PEAK BEARING BETWEEN SOUTH YAMHILL STREET AND SOUTH PARK STREET AT THE PROPORTED DISTANCE OF 100.14 FEET, EVEN THOUGH I FOUND SAID BLOCK 6 LONG EAST-WEST I HELD MONUMENT [102] TO BE IN ITS ORIGINAL POSITION.

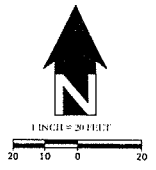
THE SOUTH LINE OF SAID LOTS 2 AND 3 WAS ESTABLISHED AS A LINE AT THE PROPORTED DISTANCES AS SHOWN.



- ### REFERENCES
1. "ORIGINAL TOWNSITE CITY OF CARLTON"
  2. SN 13239
  3. SN 2000
  4. SN 0952
  5. SN 3091
  6. SN 11619
  7. SN 13705
  8. SN 13706
- D1. 2017-04243  
D2. 2013-01810  
D3. 2018-12051
- ALL REFERENCED DOCUMENTS ARE RECORDS OF YAMHILL COUNTY

### LEGEND

- = SET 5/8" X 3/8" IRON ROD WITH ORANGE PLASTIC CAP INSCRIBED "CESNW INC" MAY 5, 2022
- = FOUND MONUMENT AS NOTED
- (ALL FOUND MONUMENTS HELD UNLESS OTHERWISE NOTED)
- SN = YAMHILL COUNTY SURVEY NUMBER
- IP = IRON PIPE
- IR = IRON ROD
- NR = RECORD OF ORIGIN NOT LOCATED
- 5/8" = SPIR HOLE
- ### = DENOTES MEASURED DISTANCE
- ###.###(##) = DENOTES RECORD DISTANCE PER REFERENCE NUMBER
- ###.###(##) = DENOTES MEASURED AND RECORD DISTANCE (HELD) PER REFERENCE NUMBER
- ###.###(##) = DENOTES FOUND MONUMENT NUMBER AND REFERENCE NUMBER





## SALE OF PUBLIC PROPERTY CITY OF CARLTON REQUEST FOR SEALED BIDS

### Introduction

The City of Carlton, Oregon is soliciting sealed bids for the sale of real property located at 225 W Grant st., Carlton, Oregon 97111, also known as a portion of Ladd Park. The property will be sold **AS-IS, with no warranties either express or implied as to the condition or status of the property**, and the City reserves the right to cancel this sale process at any time prior to recording of the deed. The City shall not warrant or defend that title to the property is free of defects or encumbrances. The sale of the property will be subject to existing covenants, conditions & restrictions, reservations and easements of record. All bidders should inspect the parcel and perform basic due diligence prior to submitting a bid.

### Instructions to Prospective Bidders

Prospective bidders must complete and sign the enclosed Purchase and Sale Agreement and deliver to the City of Carlton, at 191 E. Main St., Carlton, Oregon 97111 in a sealed envelope addressed to Shannon Beaucaire, City Manager, **no later than August 31, 2022.**

### Tour and Inspection of Property

Interested bidders will have the opportunity to tour and inspect the property during park hours, dawn to dusk. The property will be sold **AS-IS, with no warranties either express or implied as to the condition or status of the property**, and the City reserves the right to cancel this sale process at any time prior to recording of the deed. The City shall not warrant or defend that title to the property is free of defects or encumbrances. The sale of this property may be subject to existing covenants, conditions & restrictions, reservations: and easements of record. All bidders should inspect the parcel and perform basic due diligence prior to submitting a bid.

### Deposit Required

The successful bidder must provide a security deposit to the City of Carlton in the amount of 1% of the bid price no later than 3 business days after official bid award.

*This facility is ADA accessible.*

*If you need special accommodation, please contact City Hall at 503.852.7575 at least 24 hours prior to this meeting.*

The deposit shall be applied to the offer 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 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 City, free of any claim or equity in the undersigned Purchaser or those claiming through the Purchaser, and the City shall retain all payments or deposits as liquidated damages for failure of Purchaser to complete the purchase or meet the conditions of the contract.

#### Questions and Inquiries

Interested parties with questions or need for additional information are requested to submit such inquiries in writing to the City of Carlton, at 191 E. Main St., Carlton, Oregon 97111. Responses to all written inquiries will be provided by the City Manager or City Attorney to the Interested Party or on the City of Carlton website [www.ci.carlton.or.us](http://www.ci.carlton.or.us).

#### Reservation of Rights

The City of Carlton reserves the right to reject any and all sealed bids without explanation and continue to solicit acceptable offers until a bid has been accepted or this solicitation has been closed by the City.

**PURCHASE AND SALE AGREEMENT**

DATE: \_\_\_\_\_, 2022

SELLER: City of Carlton, Oregon  
191 East Main Street  
Carlton, Oregon 97111

BUYER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Recital**

Seller desires to sell to Buyer and Buyer desires to purchase from Seller certain real property with all improvements located on it commonly known as portion of 225 W Grant st/Lad park, in the City of Carlton, Yamhill County, Oregon, more particularly describes as follows:

See Exhibit A for Description of the Real Property.

(the "Property"):

**Agreement**

Now, therefore, for valuable consideration, the parties agree as follows:

**1. Sale and Purchase.** Buyer agrees to purchase the Property from Seller and Seller agrees to sell the Property to Buyer for the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) (the "Purchase Price").

**2. Earnest Money.** Buyer shall deposit earnest money in the sum of \$\_\_\_\_\_ with the Escrow Agent within three days of the execution of this Agreement by Seller and Buyer. The Earnest Money shall be credited against the Purchase Price at Closing.

**3. Payment of Purchase Price.** The Purchase Price of \$\_\_\_\_\_ shall be payable through escrow in full at closing.

**4. Closing.** Time is of the essence. Closing shall take place on a mutually agreed on date, but in no event later than \_\_\_\_\_, 2022 (the "Closing Date"), at the offices of First American Title Insurance Co., located at McMinnville, Oregon (the "Title Company"). The terms *closed*, *closing* or *closing date* mean when the deed is recorded in the real property records of Yamhill County, Oregon and funds are released to Seller. Buyer shall pay the escrow fee and all other costs of closing. In the event that Buyer fails to perform all necessary acts to close this transaction on or before \_\_\_\_\_, 2022, then and in that event Seller may unilaterally terminate this transaction by the giving of written notice to Buyer effective as of the time of sending or transmission.

**5. Preliminary Title Report.** Within 10 days after full execution of this Agreement, Buyer will open escrow with and obtain a preliminary title report showing the condition of title to the Property, together with copies of all exceptions listed therein (the "Title Report") from the Title Company. Buyer will have 10 days from receipt of the Title Report to review the Title Report and to notify Seller, in writing, of Buyer's disapproval of any special exceptions shown in the Title Report. Those exceptions the Buyer does not object to are referred to below as the "Permitted Exceptions." Zoning ordinances, building

restrictions, taxes that are not yet paid for the current tax year, and reservations in federal patents and state deeds will be deemed Permitted Exceptions. If Buyer notifies Seller in writing of disapproval of any exceptions, Seller will have 15 days after receiving the disapproval notice to either cause the Title Company to remove the exceptions from the Title Report or provide Buyer with reasonable assurances of the manner in which the exceptions will be removed before the transaction closes (the "Seller Assurance Period"). If Seller does not remove all exceptions objected to by Buyer or provide Buyer with such assurances with respect to all exceptions objected to by Buyer, Buyer may terminate this Agreement by written notice to Seller given within 15 days after expiration of the Seller Assurance Period, in which event the this Agreement will be of no further binding effect. If Seller agrees to remove any exceptions prior to closing, Buyer's obligation to close shall be contingent upon such exceptions being removed prior to closing.

## **6. Conditions to Closing**

**6.1** Buyer's obligation to purchase the Property and Seller's obligation to sell the Property are contingent on satisfaction or waiver by the applicable party of each of the following conditions:

**6.1.1** Buyer's approval, in its sole and absolute discretion, of its physical inspection of the Property. Buyer will have until the date of closing to complete Buyer's physical inspection of the Property. However, if Buyer wishes to conduct any invasive testing on any portion of the Property or any sampling of soils or other elements of the Property for any purposes, advance consent from the Seller will first be sought and obtained.

**6.1.2** Buyer's receipt, approval and verification, to Buyer's satisfaction in Buyer's sole and absolute discretion, of any land use requirements and approvals with respect to the Property or other property owned by Buyer or Buyer's affiliate(s) in the proximity of the Property, including the lapse of all lot line approval appeal deadlines without any appeal being filed.

**6.2** Buyer and its agents shall have full access to the Property for the purpose of conducting Buyer's inspections. Buyer agrees to indemnify and hold Seller harmless from all loss, damage, or liability caused as a result of Buyer or Buyer's agents' access to the Property under this section. If Buyer is not satisfied, in its sole discretion, with the result of Buyer's inspections, Buyer may terminate this Agreement by written notice to Seller given at any time before closing. If Buyer fails to give any such notices of termination within the applicable time period, this condition will be deemed to have been waived.

**6.3** Buyer acknowledges and agrees that Seller makes absolutely no representations or warranties as to the accuracy or completeness of any of Buyer's due diligence materials and inspection reports.

**7. Marketable Title; Deed.** On the Closing Date, unless agreed otherwise herein, Seller will execute a bargain and sale deed, free and clear of all liens of record to time of closing, excepting property taxes that are not yet payable, zoning ordinances, building and use restrictions of record, reservations in federal patents, and the Permitted Exceptions. This deed is to be deposited with the escrow agent.

**8. Title Insurance.** Within 15 days after closing, Seller shall furnish Buyer, at Seller's cost, with a First American Title Company standard ALTA owner's policy of title insurance in the amount of



the purchase price, insuring Buyer as the owner of the Property subject only to the usual printed exceptions and the Permitted Exceptions.

**9. Taxes; Prorates.** Real property taxes for the current tax year, insurance premiums (if Buyer assumes the existing policy), and other usual items shall be prorated as of the Closing Date.

**10. Possession.** Buyer will be entitled to possession immediately on closing.

**11. Property Included.** The property consists of the Property and all rights, privileges and appurtenances thereto.

**12. Personal Property.** The following personal property is included as part of the Property being sold to Buyer: None.

**13. Seller's Representations.** Seller represents to Buyer:

**13.1** There is no lien or special assessment, other than for non-delinquent ad valorem taxes, pending or, to the best of Seller's knowledge, threatened against the Property by any governmental authority.

**13.2** Seller has received no written notice from any governmental agency of any violation of any statute, law, ordinance, or deed restriction, rule, or regulation with respect to the Property.

**13.3** Seller is not a *foreign person* as that term is defined in IRC §1445(f)(3). On the Closing Date, Seller will, if requested, execute and deliver to Buyer a certification of non-foreign status on a form required by the IRS.

**13.4** Seller has the requisite power and authority to execute, deliver, and perform its obligations under this Agreement and has obtained all necessary approvals and consents to Seller's execution, delivery and performance under this Agreement. This Agreement has been duly executed and delivered by Seller and is a valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

**13.5** The execution, delivery, and performance of this Agreement by Seller will not conflict with or breach any law, regulation, judgment, order, decree, writ, injunction, contract, agreement or instrument to which Seller is bound or subject; and Seller has obtained any consent, approval, authorization or order of any court or governmental agency or body required for the execution, delivery and performance of Seller thereby.

All representations contained in this Agreement will survive closing and the conveyance of the Property to Buyer for a period of one year.

**14. Binding Effect/Assignment Restricted.** This Agreement is binding on and will inure to the benefit of Seller, Buyer, and their respective heirs, legal representatives, successors, and assigns. Nevertheless, Buyer will not assign its rights under this Agreement, provided, however, that Buyer may assign this Agreement to a Limited Liability Company wholly owned by Buyer, and provided further, however, that Buyer shall not be released from liability for this Agreement by virtue of such assignment

**15. Remedies.** TIME IS OF THE ESSENCE REGARDING THIS AGREEMENT. If the conditions described in Section 6 above are satisfied or waived by Buyer and the transaction does not

thereafter close, through no fault of Seller, before the close of business on the Closing Date, Seller will have the right to retain all earnest money as liquidated damages. If Seller fails to deliver the deed described in Section 7 above on the Closing Date or otherwise fails to consummate this transaction through no fault of Buyer, all earnest money, if any, must be refunded to Buyer as Buyer's sole remedy.

**16. Attorney Fees.** If an action is instituted to enforce or interpret any term of this Agreement, the prevailing party will recover from the losing party reasonable attorney fees incurred in the action as set by the trial court or arbitrators, as the case may be, and, in the event of appeal, as set by the appellate courts.

**17. Real Estate Broker.** There is/is no real estate broker in connection with this transaction.

**18. Notices.** All notices and communications in connection with this Agreement must be given in writing and will be transmitted by certified or registered mail, return receipt requested, to the appropriate party at the address first set forth above. Any notice so transmitted will be deemed effective on the date it is placed in the United States mail, postage prepaid. Either party may, by written notice, designate a different address for purposes of this Agreement.

**19. As Is Purchase, Waivers and Disclaimer.**

**19.1 Reliance by Buyer; AS IS. BUYER EXPRESSLY ACKNOWLEDGES AND AGREES THAT EXCEPT FOR THOSE REPRESENTATIONS SET FORTH IN SECTION 13. ABOVE, OR SELLER'S OTHER REPRESENTATIONS AS TO SELLER'S LEGAL TITLE TO THE PROPERTY, BUYER HAS NOT RELIED ON ANY WARRANTIES, PROMISES, UNDERSTANDINGS OR REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, OF ANY SELLER PARTY RELATING TO THE PROPERTY OR ANY PROPERTY CONDITION, AND THAT BUYER IS ACQUIRING THE PROPERTY IN ITS PRESENT CONDITION AND STATE OF REPAIR, "AS IS" AND "WHERE IS," WITH ALL DEFECTS AND LIABILITIES, LATENT OR APPARENT, INCLUDING THE PRESENCE OF HAZARDOUS MATERIALS IN, ON, UNDER OR MIGRATING TO THE PROPERTY. SELLER SHALL CONVEY TITLE TO THE PROPERTY TO BUYER, AND BUYER SHALL ACCEPT TITLE TO THE PROPERTY, AT CLOSING, IN "AS IS, WHERE IS" CONDITION.**

**19.2 Buyer Waivers. SUBJECT TO THE INSPECTION RIGHTS AND BUYER'S RIGHT TO TERMINATE THIS TRANSACTION SET FORTH IN THIS AGREEMENT BUYER HEREBY WAIVES ANY AND ALL OBJECTIONS TO, COMPLAINTS ABOUT, OR CLAIMS AGAINST SELLER REGARDING THE PROPERTY AND THE PROPERTY CONDITIONS. BUYER FURTHER ASSUMES THE RISK OF CHANGES IN ENVIRONMENTAL LAWS AS THEY MAY RELATE TO PAST, PRESENT, OR FUTURE ENVIRONMENTAL CONDITIONS AT OR ABOUT THE PROPERTY, AS WELL AS THE RISK THAT ADVERSE PHYSICAL CHARACTERISTICS AND CONDITIONS, INCLUDING THE PRESENCE OF HAZARDOUS MATERIALS, MAY NOT HAVE BEEN REVEALED BY ITS INVESTIGATIONS. BUYER WAIVES RECEIPT OF A SELLER DISCLOSURE FORM RELATING TO THE PROPERTY.**

**19.3 Disclaimer as to Advice. BUYER ACKNOWLEDGES AND AGREES THAT NEITHER SELLER NOR ANY AGENT OR REPRESENTATIVE OF SELLER HAS ACTED AS AN INVESTMENT, LEGAL, TAX OR FINANCIAL ADVISER TO BUYER IN ANY RESPECT OR OTHERWISE PROVIDED BUYER WITH ANY INVESTMENT, LEGAL, TAX, OR FINANCIAL ADVICE OF ANY NATURE WHATSOEVER.**

**19.4 Survival. THE TERMS AND CONDITIONS OF THIS SECTION 19 SHALL SURVIVE CLOSING.**

**20. 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.

**21. Applicable Law.** This Agreement will be construed, applied, and enforced in accordance with the laws of the state of Oregon.

**23. Statutory Warning.** 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.

SELLER:

BUYER:

City of Carlton, Oregon

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Mayor

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_, \_\_\_\_\_, 2022

Dated: \_\_\_\_\_, \_\_\_\_\_, 2022

Attest:

By: \_\_\_\_\_  
City Recorder