

OFFER TO PURCHASE SURPLUS WALLOWA COUNTY OWNED REAL PROPERTY

Name of Offerer (print): _____
(As wanted to appear on Deed)

Address of Offerer: _____

(For tax statement purposes)

Offer to purchase County owned real property described as follows, to wit:

(Identify by Assessor's map and tax lot number)

Amount of Offer: \$ _____
Receipt of (all) (20%) in CASH OR
CERTIFIED CHECK is attached to offer: \$ _____
Final balance due of \$ _____

to be paid in cash if offer is accepted. (Offer to be accepted or rejected within 90 days from date of offer.)

Payable as follows: _____

NOTE: Wallowa County reserves the right to accept or reject any and all offers.

The undersigned as offerer agrees to the terms set forth in the "Terms of Sale" (attached hereto), which are incorporated herein by reference and made a part hereof and agrees to pay Wallowa County the sum indicated above as the "Amount of Offer."

The deposit shall be applied to the purchase price for the item on which the undersigned is the successful offerer. In the event the successful offerer fails to pay the balance due in the time specified, all rights of the offerer in said real property shall cease and all right, title, and interest in said real property shall continue to remain vested in Wallowa County, free of any claims or equity in the undersigned offerer or those claiming through him/her, and Wallowa County shall retain the deposit as liquidated damages for failure of offerer to complete purchase.

I hereby agree to purchase the above property and to pay the price of \$ _____ as specified above.

Signature of Offerer

Print Name of Offerer

Address of Offerer

Phone: (home) (work)

Date

TERMS OF SALE

Twenty percent (20%) of the amount offered must be paid the same day the offer is received (cash or cashier's check). A recording fee will be required upon acceptance of the offer by Wallowa County and prior to recording the documents in the county's deed records.

All offers must obtain the approval and acceptance of the Wallowa County Board of Commissioners. Only the Wallowa County Board of Commissioners can legally accept offers on behalf of Wallowa County. Until such approval and acceptance is received, Wallowa County reserves the right to consider any and all offers received for any particular property.

All payments must be made in CASH OR CERTIFIED CHECK, payable to Wallowa County County/Property Management Division. No personal or business checks will be accepted.

In the event offerer fails to pay the balance due within 30 days of Notice of Acceptance, all rights of the offerer in said real property shall cease and all right, title and interest in said real property shall continue to remain vested in Wallowa County, free of any claim or equity in the undersigned offerer or those claiming through him/her, and Wallowa County shall retain the deposit as liquidated damages for failure of bidder to complete the purchase.

Properties are sold on an **"as is, where is, with all faults"** basis. Wallowa County shall convey only such right, title and interest in said real property as is now vested in Wallowa County. Conveyance will be made by Quitclaim Deed. No warranty or guarantee, expressed or implied, is made regarding condition of title (encumbrances, liens, easements, etc.), ability to use a property for any particular purpose pursuant to Oregon land use law, existence of legal access, location of property boundaries or any other matter concerning a property. Title insurance shall be at the option and expense of the purchaser. It is recommended that the offerer secure a preliminary title report and thoroughly investigate a property prior to purchasing it from Wallowa County.

In the event a sale is not completed, except where caused by the bidder in failing to make payment within 30 days or otherwise, all monies deposited shall be refunded without payment of interest.

The sale of this property is subject to any existing special assessments, restrictions, reservations and/or easements.

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. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. 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 DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, 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.