

INVITATION FOR BID FOR SURPLUS REAL PROPERTY

**Clark County Fire & Rescue
Clark County, Washington
BID DUE DATE: 4:00 P.M.
November 13, 2019**

CLARK COUNTY FIRE & RESCUE
NOTICE OF INTENTION TO SELL REAL PROPERTY
BIDS DUE: November 13, 2019

NOTICE IS HEREBY GIVEN that Clark County Fire & Rescue (“Seller”) intends to sell approximately 1.36 acre real property located at 2907 NW Hayes Road, Woodland, Washington; Clark County tax parcel 254385-000 ss further described in this Invitation for Bid. The Property is legally described as:

See Attached **Exhibit A**.

SITUATE IN THE COUNTY OF CLARK, STATE OF WASHINGTON

Pursuant to Resolution No. 190509-2, the Board of Commissioners of Clark County Fire & Rescue declared the Property surplus to Seller’s needs and authorized the Fire Chief to sell the Property.

Seller invites sealed bids to purchase the Property as set forth in the Invitation for Bid for Surplus Real Property which may be examined at Seller’s office located at 911 N. 65th Ave, Ridgefield, WA. Bid documents may be found on Seller’s website, Clarkfr.org, or obtained from the Seller. Contact Dan Yager, at (360) 887-4609 or Dan.yager@clarkfr.org for further information.

All bids must be filed with the Seller **no later than 4:00 p.m., on November 13, 2019**, at which time they will be publicly opened and read. Proposals received after that time fixed will not be considered. No bidder may withdraw its bid after the hour set for the opening thereof or before the award of the bid, unless said award is delayed for a period exceeding ninety (90) days. Seller reserves the right to reject any and all bids for good cause and to waive irregularities or informalities in the bid or the bidding.

The appraised value of the surplus real property (as set forth in a written appraisal on file at the Seller’s office open to public inspection) and the minimum bid price is **One Hundred Seventy Thousand and 00/100ths (\$170,000.00)**.

All bids shall be accompanied by a certified check or a cashier’s check made payable to the Seller, Clark County Fire & Rescue, in the amount of five percent (5%) of the bidder’s bid (“Deposit”). The amount shall be given as a guarantee that the bidder shall execute the purchase and sale agreement, if it is awarded to the bidder, in conformity with the bidding documents.

BIDDING INFORMATION

Each Bid must be submitted in a sealed envelope, addressed to Clark County Fire & Rescue, at 911 N. 65th Ave. Ridgefield, WA. 98642

Each sealed envelope containing a Bid must be plainly marked on the outside as “**Surplus Property Bid**” and the envelope should bear on the outside the name and address of the Bidder. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to Clark County Fire & Rescue at the address stated above.

All Bids must be made on the required Bid forms. All blank spaces for Bid amounts must be filled in, in ink or typewritten, and the bid form must be fully completed and executed when transmitted. Only one copy of the Bid form is required.

The minimum bid amount is **One Hundred Seventy Thousand and 00/100ths (\$170,000.00)**.

Seller may waive any informalities or minor defects in the Bids and reserves the right to reject any and all Bids. Any Bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any Bid received after the time and date specified will not be considered. No Bidder may withdraw a bid within ninety (90) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Seller and the responsive high Bidder.

Bidders must satisfy themselves as to the accuracy of any estimated square footage of the Property by examination of the site and review of the legal description herein. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the size or approximate square footage of the Property.

This document contains the provisions for the proposed sale of the Property. Information obtained from any Seller’s officers, agents or employees or any other person shall not affect the provisions of this agreement or relieve the Bidder from fulfilling any of the conditions of the contract.

Each Bid must be accompanied by a certified check or a cashier’s check made payable to Clark County Fire & Rescue in the amount of five percent (5%) of the Bid (the “Deposit”). Upon award of the Bid an execution of the Contract, Seller will return the checks to all unsuccessful Bidders.

The party to whom the Purchase and Sale Agreement is awarded will be required to execute the Real Estate Purchase and Sale Agreement attached hereto (the “Contract”) within seven (7) calendar days from the date when Notice of Award is mailed to the Bidder. Do not sign and submit the Contract with a Bid. In case of a failure of the successful Bidder to execute the Contract, the Seller will consider the Bidder in default, in which case the Bidder’s Deposit shall be forfeited and shall become the property of Seller.

The Seller, within ten (10) days of receipt of the Contract signed by the party to whom the Contract was awarded, shall sign the Contract and return to such party a copy of the fully executed Contract. Should the Seller not execute the Contract within such period, the Bidder may, by written notice, withdraw its signed Contract. Such Notice of Withdrawal shall be effective upon receipt by the Seller. In such case, the Seller shall return the Bidder's Deposit within ten business (10) days from the Seller's receipt of Bidder's Notice of Withdrawal. Seller shall not be responsible or liable for any costs incurred by the Bidder.

Attached hereto, for disclosure only pursuant to RCW 64.06.020, are Seller's disclosures ("Seller's Disclosure Statement") about the condition of the Property, based on the actual knowledge of Clark County Fire & Rescue, as of August 14, 2019. Seller's Disclosure Statement is not a part of the Contract, and Buyer shall have no right to rescind either an awarded Bid or executed Contract by virtue of Seller's Disclosure Statement.

Each Bidder is responsible for inspecting the Property and for reading and being thoroughly familiar with the Contract documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation with respect to its Bid.

The following forms must be executed **prior to** and submitted with a Bid:

1. Bid Summary
2. Deposit Statement

The following agreement is to be executed by the successful Bidder **after** the award of the contract:

1. Real Estate Purchase and Sale Agreement

The following item is to be executed by the successful Bidder at closing:

1. Any and all documents that the Escrow Agent or the Title Company (as defined in the Real Estate Purchase and Sale Agreement) may reasonably require for the closing of the transaction, including but not limited to: form escrow instructions, Real Estate Excise Tax Affidavit and Buyer's Estimated Closing Statement.

At Closing, Buyer shall take title to the Property via a quit claim deed in substantially similar form as that set forth in the Real Estate Purchase and Sale Agreement. Seller shall cause Clark County Company "Title Company", to issue an ALTA standard form owner's policy of title insurance to Buyer in an amount equal to the total purchase price of the Property, subject to those encumbrances noted in the Preliminary Title Commitment effective June 5, 2019 (the "Preliminary Commitment"), and any other encumbrances which may be disclosed by Title Company in any supplement thereto and approved by Buyer prior to Closing; provided, that real property taxes for the current year; the current portion of assessments, if any; and utilities shall be prorated between Buyer and Seller as of the date of Closing, as more fully set forth in the Real Estate Purchase and Sale Agreement.

BID SUMMARY

_____ (“Bidder”) offers to purchase from Clark County Fire & Rescue the surplus real property 1.36 acre real property located at 2907 NW Hayes Road, Woodland, Washington; Clark County tax parcel 254385-000 legally described as follows:

See Exhibit A

on the terms and conditions set forth in this Invitation for Bid including the Bid Summary and the Contract Form for:

Bid in Words: \$ _____

Bid in Numbers: \$ _____

(in the event of a conflict between words and numbers, the written words shall prevail).

DATED this _____ day of _____, 2019.

BIDDER:

By: _____

BID DEPOSIT STATEMENT

Enclosed herewith is a Deposit in the form of a certified check or cashier’s check made payable to **Clark County Fire & Rescue** in the amount of \$ _____ (five percent (5%) of the Bid).

DO NOT COMPLETE THIS AGREEMENT UNTIL YOU ARE NOTIFIED BY THE DISTRICT THAT YOU ARE THE HIGH BIDDER ON THE PROPERTY

**REAL ESTATE PURCHASE AND SALE AGREEMENT
WITH EARNEST MONEY PROVISION
(Vacant Land)**

THIS CONTRACT CONTROLS THE TERMS
OF THE SALE OF THE PROPERTY
(Please read carefully before signing)

CLARK COUNTY FIRE & RESCUE, SUCCESSOR IN INTEREST TO CLARK COUNTY FIRE PROTECTION DISTRICT NO. 2, a municipal corporation, **Seller**, agrees to sell and _____, **Buyer**, agrees to buy, on the following terms and conditions:

Approximately 1.36 acre real property located at 2907 NW Hayes Road, Woodland, Washington; Clark County tax parcel 254385-000, legally described as: (“**the Property**”).

See Exhibit A

(Buyer and Seller authorize Closing Agent to correct, over their signatures, the legal description of the property)

1. **PURCHASE PRICE AND PAYMENT.** The purchase price for the Property is the sum of _____ Dollars (\$_____) payable in cash at closing including Earnest Money.
2. **EARNEST MONEY.** Concurrently with its bid, Buyer deposited with Seller a check in the amount of _____ Dollars (\$_____) (the “Deposit” or “Earnest Money”). Within five (5) business days of the mutual execution of this Agreement, Seller shall deliver to Clark County Title Company (the “Escrow Agent”) a copy of the executed Agreement and the Deposit, with instructions to the Escrow Agent to deposit the Deposit into a non-interest bearing escrow account (the “Escrow Account”) at a federally insured banking institution, to be held and applied pursuant to the terms of this Agreement. Except as otherwise provided in this Agreement, the Deposit will be credited to the Buyer at Closing and applied to the payment of the Purchase Price.
3. **ATTACHMENTS:** The following listed attachments/addendum, if any, are part of this Agreement: **None.**
4. **CONTINGENCIES: None.**
5. **CONDITION OF TITLE/TITLE INSURANCE.**
 - 5.1. At Closing, Seller shall cause Clark County Title Company of Washington, (the “Title Company”) to issue an ALTA standard form owner’s policy of title insurance to Buyer in an amount equal to the total Purchase Price of the Property; and insuring the Real Property to be free and clear of all liens and encumbrances except for the Permitted Exceptions identified in this Paragraph 5.3 (the “Title Policy”). Buyer may elect to obtain, at Buyer’s cost, extended coverage owner’s standard title insurance, and if Buyer so elects, Buyer shall promptly obtain and deliver to the Title Company any survey required by the Title Company in connection therewith.

- 5.2.** Attached hereto as Exhibit “B” and incorporated by this reference is a Preliminary Commitment for Title Insurance issued by the Title Company, Order No. CL13371, dated effective June 5, 2019 (the “Preliminary Commitment”). Seller shall cause the Title Company to deliver to Buyer a copy of any supplement to the Preliminary Commitment. In the event any such supplement discloses additional exceptions to Schedule B to the Preliminary Commitment (other than general taxes and assessments which are to be prorated at Closing, as set forth below), Buyer may, within seven (7) days from receipt of the supplement, deliver written notice to Seller of any objections thereto that Buyer may have. In the event Buyer fails to deliver such written objections within such 7-day period, any such additional exceptions shall be deemed Permitted Exceptions, as hereafter defined. In the event of Buyer’s timely objection, Seller shall, within seven (7) days thereafter, either notify Buyer in writing (a) that it will cause any such additional exception to be removed on or before Closing, or (b) that it is unwilling to remove such exception. In the event Seller notifies Buyer that it is unwilling to remove any such title exception on or before Closing, then as Buyer’s sole and exclusive remedy, Buyer may elect, by written notice given to Seller within seven (7) business days after receipt of Seller’s notice, to terminate this Agreement. In the event of Buyer’s timely termination, the Earnest Money shall promptly be refunded to Buyer, and neither party shall have any further rights or obligations with respect to this Agreement
- 5.3.** The General Exceptions and Special Exceptions set forth at Closing in Schedules A, B and C of the Preliminary Commitment are specifically approved and accepted by Buyer and are referred to as the “Permitted Exceptions”; provided, general taxes and assessments, as set forth in the Preliminary Commitment shall be prorated at Closing, as set forth in Paragraph 9 herein
- 6. CONVEYANCE.** Title shall be conveyed by Statutory Warranty Deed, free of encumbrances except those as noted in Paragraph 5.
- 7. SELLER’S REPRESENTATIONS AND WARRANTIES.** Seller represents and warrants to Buyer that, to the best of Seller’s knowledge, each of the following is true as of the date hereof and shall be true as of closing (the phrase “to Seller’s knowledge” Agreement means the present actual knowledge of Seller’s Board of Commissioners):
- 7.1.** Seller is authorized to enter into the Agreement, to sell the Property, and to perform its obligations under the Agreement,
- 7.2.** There is no pending or threatened litigation which would adversely affect Buyer’s ownership of the Property after closing,
- 7.3.** There are no contractual obligations of Seller to prevent Seller from performing its obligations under the Agreement, except as disclosed in the preliminary commitment for title insurance or as otherwise disclosed to Buyer in writing prior to closing,
- 7.4.** There is no pending or threatened condemnation or similar proceedings affecting the Property, and except as otherwise disclosed in the preliminary commitment for title insurance as or otherwise disclosed to Buyer in writing prior to closing,
- 7.5.** Seller has paid (except to the extent prorated at closing) all property taxes attributable to the period prior to closing which, if not paid, could constitute a lien on or for which Buyer may be held liable after closing. Seller makes no representations or warranties regarding the Property other than those specified in this Agreement and Buyer shall otherwise rely on its own pre-closing inspections and investigations; and

7.6. Seller is not a foreign person or nonresident alien as defined within that section. Seller understands that the Buyer may disclose this warranty to the Internal Revenue Service.

7.7. **AS-IS SALE.** WITH THE EXCEPTION OF THE LIMITED REPRESENTATIONS DESCRIBED HEREIN, THE PROPERTY SHALL BE CONVEYED TO BUYER IN ITS AS-IS, WHERE-IS WITH ALL FAULTS CONDITION, WITH NO EXPRESSED OR IMPLIED WARRANTIES, REPRESENTATIONS, STATEMENTS, ASSURANCES OR CONFIRMATIONS OF ANY NATURE BY SELLER OR ANY AGENT OF SELLER, AS TO THE PROPERTY, INCLUDING BUT NOT LIMITED TO THOSE ADDRESSING THE SURFACE OR SUBSURFACE CONDITION OF THE PROPERTY, THE DIMENSIONS, SIZE OR ACREAGE OF THE PROPERTY, THE CONDITION OF THE PROPERTY, BUYER'S ABILITY TO DEVELOP THE PROPERTY IN ANY FASHION, THE CONDITION OR STATUS OF ANY IMPROVEMENTS THEREON, THE COMPLIANCE OF THE PROPERTY WITH ANY APPLICABLE BUILDING, LAND USE OR ZONING CODES, REGULATIONS OR ORDINANCES RELEVANT THERETO, OR THE SUITABILITY OF THE PROPERTY FOR BUYER'S INTENDED USE OR ANY USE WHATSOEVER, THE EXISTENCE OF ANY HAZARDOUS MATERIALS ON THE PROPERTY, THE EXISTENCE OF ANY WELLS OR UNDERGROUND STORAGE TANKS ON THE PROPERTY, THE EXISTENCE OF ANY ENCROACHMENTS ON OR OFF OF THE PROPERTY, AND THE EXISTENCE OF ANY WETLANDS ON THE PROPERTY.

8. **BUYER REPRESENTATIONS AND WARRANTIES.** As a material inducement to Seller to execute this Agreement and consummate this transaction, Buyer represents and warrants to Seller as follows:

8.1. Buyer agrees and acknowledges that, in purchasing the Property, Buyer shall rely entirely on its own investigation, examination and inspection of the Property and not upon any representation or warranty of Seller, or any agent or representative of Seller. THEREFORE, BUYER AGREES THAT, IN CONSUMMATING THE PURCHASE OF THE PROPERTY PURSUANT TO THIS AGREEMENT, BUYER ASSUMES THE FULL RESPONSIBILITY AND RISKS OF DEFECTS AND CONDITIONS, INCLUDING DEFECTS AND CONDITIONS, IF ANY, THAT CANNOT BE OBSERVED BY CASUAL INSPECTION, THAT BUYER SHALL ACQUIRE THE PROPERTY IN ITS THEN CONDITION, "AS IS, WHERE IS" AND WITH ALL FAULTS, SOLELY IN RELIANCE ON BUYER'S OWN INVESTIGATION, EXAMINATION, INSPECTION, ANALYSIS AND EVALUATION OF THE PROPERTY.

8.2. Buyer has the right, power and authority to enter into, execute and deliver this Agreement, and to perform Buyer's obligations under this Agreement in accordance with its terms.

8.3. There is no action or proceeding pending or, to Buyer's knowledge, threatened against Buyer which challenges or impairs Buyer's ability to execute or perform its obligations under this Agreement in accordance with its terms.

9. **CLOSING COSTS AND PRO-RATIONS.** The cost of escrow shall be shared equally between Buyer and Seller, except those fees that are expressly limited by federal regulation. Buyer shall be solely responsible for any lender financing costs, administrative, legal, appraisal and engineering fees incurred in connection with Buyer's bidding on and purchase of the Property. This sale is from a governmental entity and is exempt from the real estate excise tax pursuant to WAC 458-61A-205(2). Taxes for the current year, rents, interest, water and other utility charges, if any, shall be pro-rated as of the date of

closing unless otherwise agreed. Recording costs shall be paid by Buyers except those recording fees incurred to release encumbrances against the Property, which shall be paid by Seller.

10. CLOSING OF SALE. Closing of Sale. The sale shall be closed at the offices of the Escrow Agent no later than thirty (30) days after the mutual execution of this Agreement (the "Closing Date"); provided, that Seller, in Seller's discretion, may upon written notice to Buyer extend the Closing Date up to thirty (30) additional days. Buyer and Seller shall deposit, when notified, without delay, in escrow with a closing agent licensed to do business in the State of Washington all instruments and monies required to complete the transaction in accordance with this Agreement. Closing, for the purpose of this Agreement, is defined as the date that all documents are recorded and the sale proceeds are available for disbursement. If prior to closing, improvements on said Property shall be destroyed or substantially damaged by fire, human action, or other casualty, this Agreement, at the option of Buyer, shall become void.

11. ESCROW AGENT. The Escrow Agent shall be Clark County Title Company.

12. POSSESSION. Buyer shall be entitled to possession on closing.

13. DEFAULT. In the event the Buyer fails, without legal excuse, to complete the purchase of the Property, the earnest money deposit made by the Buyer shall be forfeited to the seller as the sole and exclusive remedy available to the seller for such failure, provided that the total earnest money deposit to be forfeited does not exceed five percent of the purchase price. If the Agreement is rescinded without forfeiture of the earnest money, then the earnest money shall be refunded subject to the payment of costs as provided herein. Failure of the Seller to provide insurable title at the scheduled time of closing shall give Buyer the option to rescind the Agreement or waive defects in the title and complete the purchase. In the event of rescission of Agreement, rescinding party shall pay cancellation fee for title report and closing agent's fee.

Buyer's Initials _____

Seller's Initials _____

14. AGENCY DISCLOSURE: At the signing of this Agreement, the Buyer warrants that it was not represented by an agent to which a commission is due as a result of this purchase.

15. PROFESSIONAL ADVICE: It may be advisable for either or both parties to obtain legal, tax or other professional advice in connection with this transaction. The parties accept sole responsibility to seek such advice as they deem necessary.

16. MISCELLANEOUS PROVISIONS.

16.1. Complete Agreement. The Agreement and any addenda and exhibits to it state the entire understanding of Buyer and Seller regarding the sale of the Property. There are no verbal or written agreements which modify or affect the Agreement. This Agreement can be amended only by a writing signed by Buyer and Seller.

16.2. Survives Closing. All statements, representations and warranties by either Buyer or Seller as stated herein shall survive closing.

16.3. Counterpart Signatures. The Agreement may be signed in counterpart, each signed counterpart shall be deemed an original, and all counterparts together shall constitute one and the same Agreement.

- 16.4. Facsimile Transmission.** Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, or the Closing Agent, the parties will confirm facsimile transmitted signatures by signing an original document.
- 16.5. Attorneys' Fees.** In the event that either party hereto brings an action or proceeding for a declaration of the rights of the parties under this Agreement, for injunctive relief, or for an alleged breach or default of, or any other action arising out of this Agreement or the transactions contemplated hereby the prevailing party in any such action shall be entitled to an award of reasonable attorneys' fees and any court costs incurred in such action or proceeding, in addition to any other damages or relief awarded, regardless of whether such action proceeds to final judgment.
- 16.6. Time of the Essence.** Time is of the essence in connection with each and every provision of this Agreement.
- 16.7. Choice of Law and Venue.** This Agreement and each and every related document is to be governed by, and construed in accordance with, the laws of the State of Washington. The venue of any suit shall be the county in which the Property is located.
- 16.8. Successors and Assignment.** Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, successors and assigns of the parties hereto. Buyer shall have no right to assign this Agreement or any of Buyer's rights, privileges, duties or obligations under this Agreement without the prior written consent of Seller, which may be granted or withheld in Seller's sole discretion.
- 16.9. Section Headings.** The headings of the sections of this Agreement are inserted solely for convenience of reference, and are not intended to govern, limit or aid in the construction of any term or provision hereof.
- 16.10. Waiver.** No claim of waiver, consent or acquiescence with respect to any provision of this Agreement shall be made against either party except on the basis of a written instrument executed by or on behalf of such party. A receipt by Seller of any payment due hereunder, with knowledge of any breach of this Agreement, shall not be deemed a waiver of such breach. The party for whose benefit a condition is herein inserted shall have the unilateral right to waive such condition.
- 16.11. Further Actions.** Buyer and Seller agree to execute such further documents, and take such further actions, as may reasonably be required to carry out the provisions of this Agreement, or any agreement or document relating hereto or entered into in connection herewith.
- 16.12. Time.** Unless otherwise expressly specified herein, any period of time specified in this Agreement shall expire at 5:00 p.m. of the last calendar day of the specified period of time, unless the last day is Saturday, Sunday, or a legal holiday, as prescribed in RCW 1.16.050, in which event the specified period of time shall expire at 5:00 p.m. of the next business day. Any specified period of seven (7) days or less shall include business days only.

Dated: _____, 2019.

CLARK COUNTY FIRE & RESCUE

By: _____
Name: John Nohr, Fire Chief

Date: _____, 2019.

BUYER'S ACCEPTANCE. Buyer agrees to buy the Property on the terms and conditions herein.

Date: _____, 2019.

EXHIBIT A LEGAL DESCRIPTION

PARCEL I

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 5 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTER LINE OF COUNTY ROAD NO. 16 WHERE IT IS INTERSECTED BY THE EAST LINE OF SAID SECTION 8; THENCE SOUTH, ALONG THE SECTION LINE, 278 FEET TO AN IRON PIPE; THENCE WESTERLY, PARALLEL WITH THE CENTER LINE OF COUNTY ROAD NO. 16, A DISTANCE OF 170 FEET TO AN IRON PIPE; THENCE NORTH 278 FEET TO THE CENTER LINE OF SAID COUNTY ROAD NO. 16; THENCE SOUTHEASTERLY, ALONG SAID CENTER LINE, 170 FEET TO THE POINT OF BEGINNING. EXCEPT THE NORTHERLY 30 FEET THEREOF LYING WITHIN COUNTY ROAD NO. 16.

PARCEL II

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 5 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER;
THENCE NORTH 00°18'51" WEST, ALONG THE EAST LINE OF SAID SECTION, 323.55 FEET;
THENCE NORTH 74°29'41" WEST, 220.00 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 74°29'41" EAST, 50.00 FEET;
THENCE NORTH 00°18'51" WEST, 278.00 FEET TO THE CENTER LINE OF COUNTY ROAD NO. 16;
THENCE NORTH 74°29'41" WEST, ALONG SAID CENTER LINE, 50.00 FEET TO A POINT WHICH BEARS NORTH 00°18'51" WEST, 278.00 FEET FROM THE POINT OF BEGINNING;
THENCE SOUTH 00°18'51" EAST, 278.00 FEET TO THE POINT OF BEGINNING.
EXCEPT THE NORTHERLY 30 FEET LYING WITHIN COUNTY ROAD NO. 16.

**EXHIBIT "B" TO
REAL ESTATE PURCHASE AND SALE AGREEMENT
PRELIMINARY COMMITMENT
[Copy Attached]**