

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 01-018

Approving Purchase of Real Property at 722, 732 and 736 NE Couch Street, and
Authorizing the Chair to Execute Documents Necessary to Complete the Purchase

The Multnomah County Board of Commissioners Finds:

- a) The Department of Community Justice conducts a women's transition services program in a leased facility at 722, 732 and 736 NE Couch Street, Portland, Oregon.
- b) The leased facility is suited and well located for the long-range operation of the women's transition services program.
- c) The owner of the real property has offered to sell the real property to Multnomah County for the sum of \$450,000.00, which is within the range of appraised fair market value as determined by independent appraisal.
- d) The purchase of this property will benefit Multnomah County.

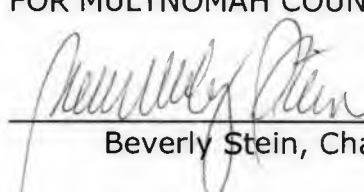
The Multnomah County Board of Commissioners Resolves:

- 1. Multnomah County will enter into an agreement for the purchase of the real property located at 722, 732 and 736 NE Couch Street, Portland, Oregon, at a price not to exceed \$450,000.00.
- 2. The Chair is authorized and directed to execute the documents required to purchase the real property at 722, 732 and 736 NE Couch Street, Portland, Oregon.

ADOPTED this 15th day of February, 2001.

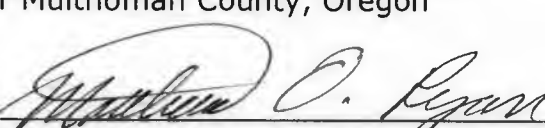


BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Attorney
For Multnomah County, Oregon

By 
Matthew O. Ryan, Assistant County Attorney

of Agency Relationship

Seller and Buyer hereby acknowledge and consent to the following agency relationship in this transaction:

(1) _____ (selling licensee) of _____ (selling firm) is the agent of (check one):
☐ the Buyer exclusively ("buyer agency"). ☐ the Seller exclusively ("subagency"). ☐ both the Seller and the Buyer ("in-company transaction").
(2) ROBERT L. McKEE (listing licensee) of RW WESTMAN EQUITIES (listing firm) is the agent of
(check one): ☐ the Seller exclusively. ☒ both the Seller and the Buyer ("in-company transaction").

Buyer shall sign this acknowledgment at the time of signing this Agreement before submission to Seller. Seller shall sign this acknowledgment at the time this Agreement is first submitted to Seller, even if this Agreement will be rejected or a counter offer will be made. Seller's signature to this Final Agency Acknowledgment shall not constitute acceptance of the Agreement or any terms therein.

Buyer Signature _____ Print MULTNOMAH COUNTY, OR Date 02/15/01
Buyer Signature _____ Print _____ Date _____
Seller Signature John M. Hamilton Sr Print JOHN M. HAMILTON SR Date _____
Seller Signature _____ Print _____ Date _____

REAL ESTATE SALE AGREEMENT

Upon signature by Seller and Buyer, this Agreement is a legal and binding contract.
If not understood, seek competent legal advice before signing.

DEFINITIONS: All references in this Agreement to "licensee" or "firm" shall refer to real estate agents and their brokerages, respectively, licensed in the State of Oregon pursuant to ORS Chapter 696.

Buyer (print name) MULTNOMAH COUNTY OREGON, offers to purchase
from Seller (print name) JOHN M. HAMILTON SR., the following described
real property (hereinafter "the Property") situated in the County of MULTNOMAH, State of Oregon (legal description): _____

and commonly known as (street address): 722, 732 & 736 N.E. Couch St. Portland, Oregon
for the purchase price (in U.S. currency) of _____ A \$ 450,000
on the following terms: Earnest money herein receipted for _____ B \$ _____
on _____ as additional earnest money, the sum of _____ C \$ _____
at or before closing, the balance of down payment. _____ D \$ _____
at closing and upon delivery of ☒ DEED ☐ CONTRACT the sum of (Lines B, C, D and E must equal Line A) _____ E \$ 450,000
Payable as follows: ALL CASH AT CLOSING
SEWER TO EFFECTUATE AN ILL 1031
EXCHANGE WITH NO COST TO BUYER For additional details, see Addendum

BUYER REPRESENTS THAT: Buyer has sufficient funds available to close this sale in accordance with this Agreement and is not relying on any contingent source of funds unless otherwise disclosed in writing herein.

IF A NEW LOAN IS REQUIRED, THIS TRANSACTION IS SUBJECT TO BUYER AND PROPERTY QUALIFYING FOR THE LOAN. Buyer agrees to make written loan application not later than 15 business days from date this Agreement is signed by all parties, complete necessary papers, and exert best efforts, including payment of all application, appraisal and processing fees, in order to procure the loan.

REQUIRED REPAIRS: Seller agrees to pay a total of not more than \$ 0 for repairs identified in any inspections requested herein by Buyer and/or for any repairs identified by lender as a condition to granting Buyer's loan.

TITLE INSURANCE: Unless otherwise provided herein, this transaction is subject to Buyer's review and approval of a preliminary title report and the recorded covenants, conditions and restrictions ("the report and CC&Rs") showing the condition of title to the Property. Upon execution of this Agreement by all parties, Seller will, at Seller's sole expense, promptly order the report and CC&Rs from an Oregon title insurance company and furnish them to Buyer. Upon receipt of the report and CC&Rs, Buyer shall have 5 business days (five if not filled in) within which to notify Seller, in writing, of any matters disclosed in the report and CC&Rs which is/are unacceptable to Buyer ("the objections"). Buyer's failure to timely object, in writing, to any matters disclosed in the report and/or CC&Rs shall constitute acceptance of the report and/or CC&Rs. If, within _____ business days (five if not filled in) following receipt of the objections, Seller fails to remove or correct the matters identified in the objections, or does not give written assurances reasonably satisfactory to Buyer that they will be removed prior to the closing date, all earnest money shall be promptly refunded to Buyer and this transaction shall be of no further binding effect between Seller and Buyer. Within thirty (30) days after closing, Seller shall furnish to Buyer an owner's standard form policy of title insurance insuring marketable title in the Property to Buyer in the amount of the purchase price, free and clear of the objections and all other title exceptions agreed to be removed as part of this transaction.

ADDITIONAL PROVISIONS:

For additional provisions, see Addendum

Sale Agreement #	<u>624577</u>
Buyer Initials	<u>PS</u>
Date	<u>02/15/01</u>
Seller Initials	<u>MTS</u>
Date	<u>11/04/00</u>

Used

representative or a trustee's deed, where applicable) free and clear of all liens and encumbrances of record except property taxes which are a lien but not yet payable, zoning ordinances, building and use restrictions, reservations in Federal patents, easements of record which affect the Property or area in which the Property is located, private covenants, conditions and restrictions of record for the development of which the Property is a part, and NO EXCEPTIONS

Fixtures/Personal Property

FIXTURES: All fixtures are to be left upon the Property. Fixtures shall include but not be limited to: Built-in appliances; attached floor coverings; drapery rods and curtain rods; window and door screens; storm doors and windows; irrigation, plumbing, ventilating, cooling and heating fixtures; water heaters; attached electric light and bathroom fixtures; light bulbs, fluorescent lamps; installed garage door opener(s) with remote control(s); window blinds; awnings; fences; all planted shrubs, plants and trees; EXCEPT: N/A

PERSONAL PROPERTY: The following personal property, in "AS-IS" condition and at no stated value is included: N/A

Alarm

ALARM SYSTEM: ☒ NONE ☐ OWNED ☐ LEASED. If leased, Buyer ☐ will ☐ will not assume the lease at closing. Approximate monthly lease payment is \$_____.

Seller Representations

BUYER UNDERSTANDS THAT SELLER MAKES THE FOLLOWING REPRESENTATIONS:

(1) The above dwelling is connected to ☒ a public sewer system; ☐ an on-site sewage system; ☒ a public water system; ☐ a private well; (2) at the earlier of possession or closing date, the dwelling will have an operating smoke detector as required by law; (3) Seller has no knowledge of any hazardous substances on the Property other than substances (if any) contained in appliances and equipment; (4) Seller knows of no material structural defects; (5) all electrical wiring, heating, cooling, plumbing and irrigation equipment and systems and the balance of the Property, including the yard, will be in substantially its present condition at the time Buyer is entitled to possession; (6) Seller has no notice of any liens to be assessed against the Property; and (7) Seller has no notice from any governmental agency of any violation of law relating to the Property, and (8) Seller agrees to promptly notify Buyer if, prior to closing, Seller receives actual notice of any event or condition which could result in making any previously disclosed material information relating to the Property substantially misleading or incorrect. These representations are based upon Seller's actual knowledge. Seller has made no investigation. Exceptions to Items (1) through (8) are: NO EXCEPTIONS

Buyer recognizes that asbestos commonly exists in insulation, ceilings, floor coverings and other areas in residential properties. Seller makes no representations regarding the presence or condition of asbestos.

"As-Is" Clause

"AS-IS": Except for Seller's express written agreements and written representations contained herein, and Seller's Property Disclosure, if any, Buyer is purchasing the Property "AS-IS," in its present condition and with all defects apparent or not apparent.

Private Well

PRIVATE WELL: Seller represents that the private water well located on or serving the Property has provided an adequate supply of water throughout the year for household use and, to the best of Seller's knowledge, the water is fit for human consumption and the continued use of the well and water is authorized by and complies with the laws of the State of Oregon and appropriate governmental agencies. No other representation is made concerning the water supply and well except as expressly stated in this Agreement. If the well provides water for domestic purposes, upon Seller's acceptance of Buyer's offer, Seller, at Seller's expense, will have the well tested for nitrates and total coliform bacteria and for such other matters as are required by the Oregon Health Division. Upon receipt, Seller shall promptly submit the test results to the Oregon Health Division and Buyer. Buyer, at Buyer's expense, may have the well water tested for quantity or quality by a qualified tester, and obtain a written report of such test or tests, showing the deficiencies (if any) in the well and the standards required to correct the deficiencies, all within _____ business days (seven if not filled in) after the date all parties have signed this Agreement. If the written report of any test made by Seller or Buyer shows a substantial deficiency in quantity or quality of the water, then Buyer may terminate this transaction by delivering written notice of termination, together with a copy of the test report, to Seller or the listing licensee within 24 hours after the receipt by Buyer of the written test report unless, within 24 hours after delivery of notice of termination, Seller agrees in writing to correct the deficiencies shown on the report. Any report obtained by Buyer will show what deficiencies, if any, are substantial.

INSPECTIONS: Buyer understands that a complete professional inspection of the Property is advisable. (check one)

Inspections

☐ **PROFESSIONAL INSPECTIONS:** At Buyer's expense Buyer may have the Property and all elements and systems thereof inspected by one or more professionals of Buyer's choice. Provided, however, Buyer must specifically identify in this Agreement any desired inspections which may include testing or removal of any portion of the Property due to the possible presence of any environmentally hazardous substance or condition. Buyer shall have _____ business days (seven if not filled in), after the date Seller and Buyer have signed this Agreement, (hereinafter "the Inspection Period") in which to negotiate with Seller regarding any matters disclosed in any inspection report. However, during the Inspection Period, Seller shall not be required to modify any terms of this Agreement already reached with Buyer. Unless a written and signed modification is reached, at any time during the Inspection Period, Buyer may notify Seller or listing licensee, in writing, of Buyer's unconditional disapproval of any inspection report, in which case, all earnest money deposits shall be promptly refunded and this Agreement shall be of no further binding effect. If Buyer fails to provide Seller or listing licensee with written unconditional disapproval of any inspection report(s) by Midnight of the final day of the Inspection Period, Buyer shall be deemed to have accepted the condition of the Property.

☐ **SEE ATTACHED ADDENDUM REGARDING PROFESSIONAL INSPECTIONS.**

NOTE: Fill in preprinted number from Page 1

Sale Agreement # <u>624577</u>	
Buyer Initials <u>JS</u>	Date <u>02/15/01</u>
Seller Initials <u>1/10/01</u>	Date <u>02/15/01</u>

elect NOT to have any professional inspections performed.

LEAD-BASED PAINT INSPECTION: Buyer should check the box below only if Seller's Property was constructed before 1978 and Buyer desires to conduct a risk assessment or inspection.

☒ Buyer represents that Buyer intends to conduct a risk assessment or inspection to determine the presence of lead-based paint or lead-based paint hazards on the Property. Buyer may terminate this transaction by delivery to Seller or listing licensee written notice of Buyer's disapproval of the risk assessment or inspection within 10 calendar days (TEN if not filled in) after the date this Agreement is signed by all parties, in which case this transaction shall be null and void. **Buyer understands that the failure to give written notice of disapproval within said period shall constitute acceptance of the condition of the Property solely as it relates to lead-based paint or lead-based paint hazards.**

THIS SALE WILL BE CLOSED IN ESCROW: This transaction shall be closed at FIDELITY TITLE OFN FOR-BAL ("Escrow"), a neutral escrow depository located in the State of Oregon. Costs of escrow shall be shared equally between Seller and Buyer, unless Buyer is financing through Federal VA, in which case Seller shall pay escrow costs.

CLOSING: TIME IS OF THE ESSENCE. Closing shall occur on or before 1/15/2001 or as soon thereafter as financing documents can be prepared and marketable title delivered, but not to exceed -5- business days (ZERO if not filled in). This extension is not available if financing documents are prepared and marketable title can be delivered on or before the specified closing date. The terms "closed" or "closing date" shall mean when the deed or contract is recorded and funds are available to Seller. Seller and Buyer acknowledge that, for closing to occur by the date specified, it may be necessary to execute documents and deposit funds in escrow prior to that date.

POSSESSION: Seller shall remove all personal property not sold to Buyer and deliver possession of the Property to Buyer (check one): (1) ☒ by 5:00 o'clock p.m. on the closing date; (2) ☐ by _____ a.m./p.m. _____ days after the closing date; (3) ☐ by _____ a.m./p.m. on the _____ day of _____. If a tenant is currently in possession of the Property: (check one): ☒ Buyer will accept tenant at the time of closing; ☐ Seller shall have full responsibility for removal of tenant prior to closing date.

PRORATIONS: Prorates for rents, current year's taxes, interest on new or assumed obligations, and other prepaid expenses attributable to the property shall be as of: (check one only) (1) ☒ the closing date; (2) ☐ date Buyer is entitled to possession; or (3) ☐ _____.

SELLER POSSESSION AFTER CLOSING: In the event that Seller and Buyer have agreed that Seller will deliver possession after the closing date, Seller shall pay as consideration \$ N/A per day for each day after closing that Seller remains in possession of the Property. Such payment shall be made by Seller through escrow at the time of closing and no landlord-tenant relationship shall be created thereby. See attached Addendum _____, if applicable.

UTILITIES: Seller shall pay all utility bills accrued to date Buyer is entitled to possession and Buyer shall pay Seller for heating fuel then on premises, at Seller's supplier's rate on the possession date. Payment shall be handled between Buyer and Seller outside of escrow.

INSURANCE: Seller shall keep the Property insured until closing.

ESCROW DEPOSIT: Escrow is hereby instructed by Seller, Buyer, Selling Firm and the Listing Firm (if any) as follows: (1) Upon your receipt of a copy of this Agreement marked "rejected" by Seller or of Selling Firm's written advice that the offer is "rejected" by Seller, you are to refund all earnest money to Buyer. (2) Upon your receipt of a copy of this Agreement signed by Seller, Buyer, Selling Firm and the Listing Firm (if any), set up an escrow account and proceed with closing in accordance with the terms of this Agreement. If you determine that the transaction cannot be closed for any reason (whether or not there is then a dispute between the parties), you are to hold all earnest money deposits until you receive written instructions from Seller, Buyer, Selling Firm and the Listing Firm (if any) as to disposition of such deposits.

EARNEST MONEY PAYMENT/REFUND: If (1) Seller does not approve this Agreement, or (2) Seller having approved this Agreement fails to furnish marketable title, or (3) Seller fails to complete this transaction in accordance with this Agreement, or perform any other act as herein provided, all earnest money shall be promptly refunded to Buyer. However, acceptance by Buyer of the refund shall not constitute a waiver of other legal remedies available to Buyer. If Seller approves this Agreement and title is marketable and: (1) Buyer has misrepresented Buyer's financial status; or (2) Buyer's bank does not pay, when presented, any check given as earnest money; or (3) Buyer fails to redeem, when due, any note given as earnest money; or (4) Buyer fails to complete this transaction in accordance with this Agreement, or perform any other act as herein provided, then all earnest money paid or agreed to be paid shall be paid to Seller either as liquidated damages or as otherwise allowed under Oregon law, and this Agreement shall be of no further binding effect. **It is the intention of the parties that under no circumstances shall Buyer be liable to Seller under this Agreement beyond the amount of earnest money provided for herein.**

BINDING EFFECT/CONSENT: This Agreement is binding upon the heirs, personal representatives, successors and assigns of Buyer and Seller. However, Buyer's rights under this Agreement or in the Property are not assignable without prior written consent of Seller.

FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT: The Foreign Investment in Real Property Tax Act ("FIRPTA") requires every person who purchases real property located within the United States from a "foreign person" to deduct and withhold from the Seller's proceeds ten percent (10%) of the gross sales price, with certain exceptions, and to pay the amount withheld to the Internal Revenue Service. A "foreign person" includes a non-resident alien individual, foreign corporation, foreign partnership, foreign trust and foreign estate. Seller and Buyer agree to execute and deliver, as appropriate, any instrument, affidavit or statement, and to perform any acts reasonable or necessary to carry out the provisions of FIRPTA.

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

NOTE: Fill in preprinted number from Page 1

Sale Agreement #	624577
Buyer Initials	[Signature]
Seller Initials	11/24/00

Approved by
Additional
Property Taxes
Contract/Trust Use/Mortgage Provision
Dispute Resolution
Small Claims
Mediation
Arbitration
Attorney Fees
Receipt for Earnest Money
Property Disclosure/Disclaimer

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 EXISTENCE OF FIRE PROTECTION FOR STRUCTURES. IF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IS SUBJECT TO SPECIAL ASSESSMENT UNDER ORS 358.505, ORS 358.515 REQUIRES NOTIFICATION TO THE STATE HISTORIC PRESERVATION OFFICER OF SALE OR TRANSFER OF THIS PROPERTY

LEVY OF ADDITIONAL PROPERTY TAXES: The Property: (check one) ☒ is ☐ is not specially assessed for property taxes (e.g. farm, forest or other) in a way which may result in levy of additional taxes in the future. If, as a result of Buyer's actions or the closing of this transaction, the Property either is disqualified from special use assessment or loses its deferred property tax status, unless otherwise specifically provided in this Agreement, Buyer shall be responsible for and shall pay when due, any deferred and/or additional taxes and interest which may be levied against the Property and shall hold Seller completely harmless therefrom. However, if as a result of the Seller's actions prior to closing, the Property either is disqualified from its entitlement to special use assessment or loses its deferred property tax status, Seller shall be responsible for and shall pay at or before closing all deferred and/or additional taxes and interest which may be levied against the Property and shall hold Buyer completely harmless therefrom.

ADDITIONAL LAND SALE CONTRACT/TRUST DEED/MORTGAGE PROVISIONS: If this transaction is to include a land sale contract, trust deed or mortgage to be carried back by Seller, Buyer and Seller shall agree upon the terms and conditions of such document not later than ___ business days (ten if not filled in) from the date this Agreement is signed by all parties. Upon failure to reach such agreement, this transaction shall be of no further binding effect, and all earnest money shall be promptly refunded to Buyer.

DISPUTE RESOLUTION: Seller and Buyer, including the licensees of each, if any, agree that all claims, controversies and disputes, including those for rescission (hereinafter collectively referred to as "Claims"), relating directly or indirectly to this transaction, shall be resolved in accordance with the procedures set forth herein which shall expressly survive closing. Provided, however, the following matters shall not constitute Claims: (a) any proceeding to collect, interpret or enforce any mortgage, trust deed, land sale contract or recorded construction lien; (b) a forcible entry and detainer action; (c) any dispute between REALTORS® which is subject to the Professional Standards Arbitration provisions of the National Association of REALTORS®. The filing of a notice of pending action ("lis pendens") or the application to any court for the issuance of any provisional process or similar remedy described in the Oregon or Federal Rules of Civil Procedure shall not constitute a waiver of the right or duty to utilize the procedures specified herein.

SMALL CLAIMS: Notwithstanding the following provisions, Seller, Buyer and the licensees, if any, mutually agree that all Claims within the jurisdiction of the Small Claims Court shall be brought and decided there, in lieu of mediation, arbitration or litigation in any other court of law.

MEDIATION: If Seller or Buyer were represented in this transaction by a licensee who was then a member of the National Association of REALTORS®, all Claims shall be submitted to mediation in accordance with the procedures of the Home Seller/Home Buyer Dispute Resolution System of the National Association of REALTORS® or other organization-adopted mediation program (collectively "the System"). Provided, however, if the System was not then available through the licensees' Association of REALTORS®, then the Seller, Buyer and/or licensees shall not be required to engage in mediation.

ARBITRATION: All claims that have not been resolved by mediation, or otherwise, shall be submitted to final and binding private arbitration in accordance with Oregon Laws. Filing for arbitration shall be treated the same as filing in court for purposes of meeting any applicable statutes of limitation or for purposes of filing a lis pendens. Seller, Buyer and/or their licensees may use any professional arbitration company which provides such service to the county where the Property is located, as selected by the party first filing for arbitration. Provided, however, if no arbitration company had available services when the claim arose, neither Seller, Buyer, nor their respective licensees, if any, shall be required to participate in arbitration.

ATTORNEY FEES: The prevailing party in any suit, action or arbitration (excluding those claims filed in Small Claims Court) shall be entitled to recovery of all reasonable attorney fees and costs (including all filing and mediator fees paid in mediation) pursuant to ORCP 68. Provided, however, if a mediation service was available to the parties when the claim arose, the prevailing party shall not be entitled to any award of attorney fees unless it is established to the satisfaction of the arbitrator(s) or judge that the prevailing party offered or agreed to participate in mediation prior to, or promptly upon, the filing in arbitration or court.

RECEIPT FOR EARNEST MONEY: The undersigned Selling Firm acknowledges receipt of earnest money (which Selling Firm agrees to handle as provided below) from Buyer in the sum of \$ 10000 evidenced by ☐ CASH ☐ CHECK ☐ PROMISSORY NOTE payable on or before _____; ☐ Other _____.

EARNEST MONEY INSTRUCTIONS: Buyer instructs the undersigned Selling Firm to (check applicable box(es)): ☐ Deposit the earnest money in Selling Firm's client trust account, and thereafter/or ☐ Deposit with N/A as escrow. ☐ If earnest money funds are to be redeemed under a promissory note, said funds shall be deposited with _____.

SELLING LICENSEE AND SELLING FIRM SHALL HAVE NO FURTHER LIABILITY WITH RESPECT TO EARNEST MONEY WHICH THE PARTIES HAVE AUTHORIZED TO BE TRANSFERRED TO A THIRD PARTY.

Selling Firm RW WESTMONT EQUITIES Selling Licensee Signature Robert L. Myke
Main Office Address 2030 MAIN FOREST GROVE, OR Phone 503-693-9730 FAX 503-640-1472
Branch Office Address _____ Phone _____ FAX _____

PROPERTY DISCLOSURE/DISCLAIMER LAW: Buyer acknowledges that unless otherwise exempted, Buyer has a right to revoke Buyer's offer within five (5) business days after delivery of Seller's property disclosure form, or within seven (7) business days after delivery of Seller's written disclaimer form, or at any time before closing, as defined in the Oregon Administrative Rules, if Buyer does not receive either a disclosure or disclaimer form from Seller. Buyer may waive the right of revocation if done so in writing. If this transaction is exempted from the property disclosure/disclaimer law, Seller and Buyer are encouraged to sign a written acknowledgment identifying the specific exemption.

NOTE: Fill in preprinted number from Page 1

Sale Agreement #	624577
Buyer Initials	Date 02/15/01
Seller Initials	Date 1/29/01

Delivery

This Agreement may be signed in multiple counterparts with the same effect as if all parties signed the same document. Delivery of a photocopy, telefax, carbon or carbonless copy of a signed original of this Agreement shall be treated the same as delivery of the original.

BUYER acknowledges receipt of a completely filled in copy of this Agreement which Buyer has fully read and understands. Buyer acknowledges that Buyer has not received or relied upon any oral or written statements, made by Seller or any real estate licensee, which are not expressly contained in this Agreement. Neither Seller nor any licensees warrant the square footage of any structure or the size of any land being purchased. If square footage or land size is a material consideration, all structures and land should be measured by Buyer prior to signing, or should be made an express contingency in this Agreement.

Deed or contract to be prepared in the name of MULTNOMAH COUNTY OREGON
This offer shall automatically expire on Date 12/13/00 a.m. 5 p.m., if not accepted within that time. However, Buyer may withdraw this offer any time prior to Seller's written acceptance. This offer may only be accepted by Seller in writing.

Buyer Signature [Signature] Date 02/15/01 a.m. _____ p.m. _____
Buyer Signature _____ Date _____ a.m. _____ p.m. _____
Address _____ Zip _____
Phone Home _____ Work _____ Work _____ Fax _____

ANY MODIFICATION BY SELLER OR SELLER'S AGENT ABOVE BUYER'S SIGNATURE SHOULD BE ON A SEPARATE DOCUMENT

This offer was submitted to Seller for signature on the _____ day of _____, at _____ a.m. _____ p.m.
By _____ (Licensee Presenting Offer).

SELLER'S ACCEPTANCE: Seller accepts this offer. At the time of closing, Seller agrees to pay in U.S. dollars to the Selling Firm or, if this is a co-op transaction, the Listing Firm, the sum of \$13,500. for professional real estate services rendered in this transaction. Seller authorizes Listing Firm to order a preliminary title report and title insurance at Seller's expense and further authorizes 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 is a U.S. citizen unless otherwise stated herein. **Seller acknowledges receipt of a completely filled in copy of this Agreement, which Seller has fully read and understands.** Seller acknowledges that Seller has not received or relied upon any oral or written statements of Buyer or any real estate licensee(s) which are not expressly contained in this Agreement. In the event Buyer fails to complete this transaction as provided herein, all earnest money shall be distributed as follows after deduction of any title insurance and escrow cancellation charges: (check one) ☐ First to the Listing Firm to the extent of the agreed commission just as if the transaction had been closed, with residue to Seller, ☐ or _____

Seller Print full name(s): JOHN M HAMILTON SA -
Seller Signature [Signature] Date 11-24/00 a.m. 2:45 p.m. _____
Seller Signature _____ Date _____ a.m. _____ p.m. _____
Address 525 - N S DAVIS Zip 97232
Phone Home 503 7992 Work 503 231 0600 Fax 503 281 7983

BUYER'S ACKNOWLEDGMENT: Buyer acknowledges receipt of a copy of Seller's written response to this Agreement.

Buyer Signature _____ Date _____ a.m. _____ p.m. _____
Buyer Signature _____ Date _____ a.m. _____ p.m. _____

REJECTION/COUNTER OFFER:

SELECT ONE: ☐ Seller does not accept the above offer, but makes the attached counter offer; ☐ Seller rejects Buyer's offer without a counter offer.

SELLER Print full name(s): _____
Seller Signature _____ Date _____ a.m. _____ p.m. _____
Seller Signature _____ Date _____ a.m. _____ p.m. _____
Address _____ Zip _____
Phone Home _____ Work _____ Work _____ Fax _____

Selling Firm _____ Selling Licensee _____
Listing Firm _____ Listing Licensee _____
Selling Firm to receive: (select one) _____ % of purchase price or \$ _____
Listing Firm Main Office Address _____ Phone _____ Fax _____
Listing Firm Branch Office Address _____ Phone _____ Fax _____
Listing Firm Broker Initials/Date _____ / _____ Selling Firm Broker Initials/Date _____ / _____

NOTE: Fill in preprinted number from Page 1

Sale Agreement #	624577
Buyer Initials	11/04/01
Seller Initials	02/15/01

Acknowledgment