

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**ORDER NO. 98-182**

Authorizing Amendment to Purchase and Sale Agreement to Purchaser  
WAXMAN AND ASSOCIATES, INC.

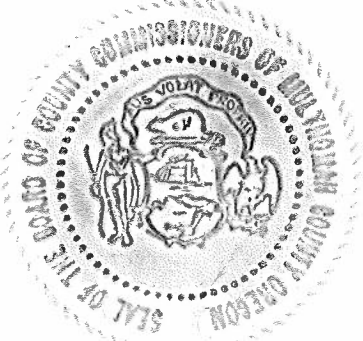
The Multnomah County Board of Commissioners Finds:

- a) Purchaser Waxman and Associates, Inc. has requested an extension of 90 days from the original deadline of November 24, 1998 as stated in the Purchase and Sale Agreement recorded October 8, 1998, in the Multnomah County Deed Records at Book 98 and Page 181690.

The Multnomah County Board of Commissioners Orders:

1. The Chair of the Multnomah County Board of Commissioners is authorized to execute the attached amendment to the original Purchase and Sale Agreement to purchaser WAXMAN AND ASSOCIATES, INC.

Adopted this 12th day of November, 1998.




BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel  
For Multnomah County, Oregon

By   
Matthew O. Ryan, Assistant County Counsel

AMENDED REAL ESTATE PURCHASE  
AND SALE AGREEMENT

**RECITALS**

1. Multnomah County, Oregon (Seller) and Waxman & Associates, Inc. (Purchaser) entered into a Purchase and Sale Agreement (Agreement) signed by Multnomah County Chair Beverly Stein on September 24, 1998, said Agreement is recorded in the County Deed Records at entry No. 98181690 for the real property described as:  
  
LOTS 10-12, BLOCK 13, MILLERS ADDITION, a recorded subdivision in the County of Multnomah, and State of Oregon.
2. The Agreement required a closing date of November 24, 1998.
3. The Purchaser requests an extension of the closing date to February 28, 1999 in order to complete environmental testing required by the Oregon Department of Environmental Quality.
4. The word "assigns" was included in the Agreement for the purchaser in error.

**WHEREFORE, THE PARTIES NOW AGREE TO AMEND THE ORIGINAL PURCHASE AND SALE AGREEMENT AS FOLLOWS:**

1. Extension of Closing Date: Seller agrees to extend the closing date to February 28, 1999.
2. Indemnification: Purchaser shall indemnify, 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 Amended Agreement.
3. Continuance: Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.
4. Removal: The word "assigns" in the second line of the Agreement is removed.

5. Effective Date: This Amended Agreement is effective upon signature of both parties.

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By: Beverly Stein  
Beverly Stein, Chair

Date: November 12, 1998

PURCHASER

Loren T. Waxman, President  
Waxman & Associates, Inc.

Date:



REVIEWED:

Thomas Sponsler, County Counsel  
Multnomah County, Oregon

By: Matthew O. Ryan  
Matthew O. Ryan, Assistant County Counsel

STATE OF OREGON

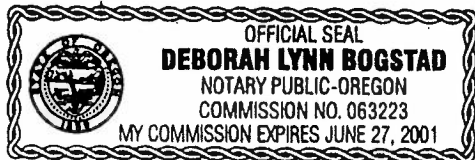
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) ss

COUNTY OF MULTNOMAH

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The foregoing instrument was acknowledged before me this 12th day of November, 1998, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad

Notary Public for Oregon

My Commission expires: 6/27/01