

BEFORE THE BOARD OF COMMISSIONERS
OF MULTNOMAH COUNTY, OREGON

In the Matter of the Acquisition of)
Real Property for the Construction)
of Department of Health Services')
North Portland Health Clinic Project)

O R D E R

96-157

Whereas the Multnomah County Department of Health Services provides health care services to clients in the North Portland area and immediately surrounding areas; and

Whereas the existing clinic is no longer adequate in size to provide such services; and

Whereas real property suited to the construction of a clinic adequate to provide such services has been identified; and

Whereas the parcel described in the PURCHASE AND SALE AGREEMENT before the Board this date is a part of said real property and has been determined to be available at a reasonable price from the owner, RKW Investment, a Washington Partnership; and

Whereas, in lieu of condemnation, it appears that the purchase of the parcel described in the PURCHASE AND SALE AGREEMENT before the Board this date will benefit Multnomah County and the Board being fully advised in the matter:

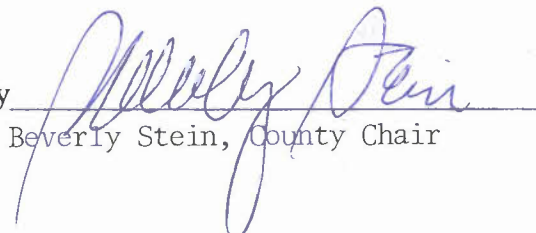
It is ORDERED that Multnomah County execute this PURCHASE AND SALE AGREEMENT before the Board this date and any other documents required for completion of this purchase and that the County Chair be, and she is hereby, authorized and directed to execute the same on behalf of Multnomah County.

Dated this 29 day of August, 1996.



BOARD OF COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By


Beverly Stein, County Chair

REVIEWED:

LAURENCE KRESSEL, County
Counsel for Multnomah County, Oregon

By


Matthew O. Ryan, Assistant Counsel

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made this 15th day of June, 1996 between RKW Investments, a Washington partnership consisting of Rod Fisher, Ken Fisher, and Wayne Plaster (Seller) and Multnomah County, Oregon (Purchaser).

RECITALS

A. Seller owns certain real property (Property) situated in Multnomah County, Oregon and more particularly described as follows:

PARCEL 1: The following described property in the Southeast quarter of the Southwest quarter of Section 1, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon:

Beginning at the most Westerly corner of Lot 11, Block 4, COURT PLACE; thence Southwesterly along the Southwesterly extension of the Southeasterly line of Lot 11, 20 feet, more or less, to the Northeasterly line of North Lombard Street formerly N. Jersey Street; thence Northwesterly along the Northeasterly line of North Lombard Street formerly N. Jersey Street; 116.32 feet to the Southeasterly line of N. St. Louis Avenue; thence Northeasterly along the Southeasterly line of N. St. Louis Avenue, 116 feet to a corner of a tract of land conveyed to F.E. Smith and E.L. Green by deed recorded January 22, 1914 in Book 640, Page 355, Deed Records; thence Southeasterly along the Southwesterly line of the Smith and Green tract; 87.32 feet to the Northwesterly line of Court Place, according to the plat thereof; thence Southwesterly 76.65 feet to the Northwesterly corner of Lot 11, Block 4, COURT PLACE; thence Southerly along the Southwesterly lot line of said Lot 11 to the point of beginning, being a portion of the premises conveyed to The Delaware Company by deed recorded December 20, 1909 in Book 482, Page 108, Deed Records.

PARCEL 2: Lot 11, Block 4, Court Place, in the City of Portland, County of Multnomah and State of Oregon.

B. Seller desires to sell and Purchaser desires to purchase the Property for the price and upon the terms and conditions recited below.

TERMS AND CONDITIONS

1. Purchase and Sale: Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the Property for the price and in accordance with the terms and conditions set forth in this Agreement.

2. Seller's Authority:

(a) Seller has the legal power, right and authority to enter into this Agreement and the instruments referred to here and to consummate the transactions contemplated here.

(b) Seller has not entered into any other contracts for the sale of the Property, nor do there exist any rights of first refusal or options to purchase the Property.

3. Purchase Price and Payment: The purchase price for the Property shall be Ninety One Thousand Dollars (\$91,000.00), payable in full in cash upon closing.

4. Closing Date: The sale will be closed in escrow by Oregon Title Insurance Company (Oregon Title) and the escrow fees will be shared equally by Seller and Purchaser. Closing will take place at such time as the conditions for closing have been met, but not later than ninety (90) days after the date of this agreement. If Seller is unable to close and deliver exclusive possession of the Property to Purchaser within ninety (90) days after the date of this agreement, Purchaser shall have the right to terminate this Purchase and Sale Agreement upon five (5) days written notice, excluding Saturdays, Sundays and Legal Holidays, to Seller. Prior to the Closing Date, each party will deposit with Oregon Title the funds, documents and instruction necessary for closing.

5. Warranty Deed, Title Insurance and Closing Expenses: Upon closing, the Property shall be conveyed by Seller by statutory warranty deed, subject only to the usual printed exceptions contained in a standard form of owner's policy of title insurance plus any other exceptions which Purchaser may approve in writing, and Seller shall deliver exclusive possession of the Property to Purchaser. Seller, at Purchaser's expense, will furnish to Purchaser a standard form of owner's title insurance policy in the amount of the purchase price insuring title to be vested in Purchaser subject only to the usual printed exceptions and the exceptions authorized to be included in the statutory warranty deed.

6. Prorations:

(a) **General**: For purposes of calculating prorations, Purchaser shall be deemed to be entitled to the Property, therefore entitled to any income and responsible for the expenses, commencing on the day after the Closing Date and the reference to the Closing Date in this paragraph 6 shall be construed as July 31, 1996 or such other date as closing shall occur as provided in paragraph 4.

(b) **Taxes and Assessments**: Real property taxes and assessments shall be prorated as of the Closing Date.

(c) **Operating Expenses:** All utility service charges for electricity, heat and air conditioning service, other utilities, and other expenses incurred in operating the Property that Seller customarily pays in the ordinary course of operation of the Property shall be prorated on an accrual basis. Seller shall pay all such expenses that accrue prior to the Closing Date. To the extent possible, Seller and Purchaser shall obtain billings and meter readings as of the Closing Date to aid in such prorations.

(d) **Adjustments:** Prorations, if and to the extent known and agreed upon as of the Closing Date, shall be paid by Purchaser to Seller (if the prorations result in a net credit to Seller) or by Seller to Purchaser (if the prorations result in a net credit to Purchaser), by adjusting the cash to be paid by Purchaser at closing. Any such adjustments not determined or not agreed upon as of the Closing Date shall be paid by Purchaser to Seller, or by Seller to Purchaser, as the case may be, in cash as soon as practicable following the closing of escrow.

7. Condition of Property:

(a) No representations as to the condition or repair of the Property have been made by Seller or any agent of Seller except as expressly set forth in this Agreement. No agreement to alter, repair or remove the Property has been made by Seller or by any agent of Seller and except as otherwise herein provided, Purchaser shall take the Property "as is" and in the condition existing at the Closing Date, subject to the condition that the Property shall be in substantially the same condition at the Closing Date as at the time of execution of this Agreement, ordinary wear and tear excepted.

(b) Purchaser shall have a period of thirty (30) days from the date hereof in which to inspect the Property and to object, in writing to Seller, to any condition of the Property unsatisfactory to Purchaser. Seller shall eliminate any such conditions to the satisfaction of Purchaser prior to the Closing Date or, at its election, Seller may terminate this Purchase and Sale Agreement by written notice to Purchaser with fifteen (15) days after receipt of said written objections from Purchaser. Purchaser shall be deemed to have waived any objections to conditions of the Property if it does not notify Seller thereof as herein provided.

(c) Seller has not received any notices of violation or advisory action by regulatory agencies regarding environmental control matters or permit compliance with respect to the Property. To the best of Seller's knowledge, the Property is materially in compliance with applicable state and federal environmental standards and requirements affecting it.

(d) To the best of Seller's knowledge, Seller has not, during its ownership of the Property, stored, produced or disposed of any hazardous substance, including asbestos, on the Property.

(e) Seller has not transferred hazardous waste from the Property to another location that is not in compliance with applicable environmental laws, regulations, or permit requirements. To the best of Seller's knowledge, no other person has transferred hazardous waste from the Property to another location that is not in compliance with applicable environmental laws, regulations or permit requirements.

8. Casualty or Condemnation: In the event that, prior to the Closing Date, condemnation proceedings are commenced against the Property or any part thereof, then, at Purchaser's option, (i) this Agreement shall terminate and neither party shall have any further rights or obligations hereunder, or (ii) the closing shall proceed as provided pursuant to this Agreement and Purchaser shall receive any and all insurance or condemnation proceeds attributable to casualty or condemnation, which proceeds shall not be credited against Purchaser's obligation to pay the purchase price.

9. Brokers: Purchaser represents to Seller that it has not employed or dealt with any real estate brokers, sales persons or finders in connection with this sale and purchase. Seller will be responsible for the commission due to any real estate brokers, agents or finders employed by Seller.

10. Remedies: There is no earnest money in connection with this Purchase and Sale. In the event of a breach or default by either party, the other party shall be entitled to such remedies for breach of contract as may be available under applicable law.

11. Entire Agreement: This instrument is the entire, final and complete agreement of the parties pertaining to the Sale and Purchase of the Property, and supersedes and replaces all written or oral agreements heretofore made or existing by and between the parties or their representatives insofar as the Property is concerned. Neither party shall be bound by any promises, representations or agreements except as are herein expressly set forth.

12. Notices: Any notice required or permitted under this Agreement shall be in writing and shall be deemed given when actually delivered in person or forty eight (48) hours after having been deposited in the United States mail as certified or registered mail addresses as follows:

Seller: RKW Investments
314 S.E. Southwood Drive
Washougal, Washington 98671

Purchaser: Multnomah County Property Management
2505 S.E. 11th Avenue
Portland, Oregon 97202

13. Attorney Fees: In the event any controversy or claim arises under this Agreement, the prevailing party shall be entitled to its reasonable costs, disbursements and attorney fees together with all expenses which it may reasonably incur in taking such action, including, but not limited to, costs incurred in searching records, expert witnesses and consulting fees, discovery depositions whether or not introduced into evidence in the trial, hearing or other proceeding and travel expenses in any arbitration, trial or other proceeding, including any proceeding brought to enforce an award of judgment and any and all appeals taken therefrom.

14. Nonwaiver: Failure by either party at any time to require performance by the other party of any of the provisions hereof shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

15. Governing Law: This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon.

16. Captions: All captions and paragraph heading used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Agreement.

17. Binding Effect: The covenants, conditions and terms of this Agreement shall extend to and be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

18. Fire Protection: 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 or siting of a residence and which limit lawsuits against farming or forest practices as defined in ORS 30.930 in all 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.

19. Agreement as Offer: The execution of this Agreement by the first party to do so constitutes an offer to purchase or sell the Property and the subsequent execution of the Agreement with changes to the Agreement constitutes a counteroffer to purchase or to sell the Property. An offer of this Agreement will be null and void and withdrawn upon written notice thereof by the party which made such offer to the other party prior to such other party's acceptance of such offer by execution and delivery of this Agreement to the party which made such offer.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SELLER:

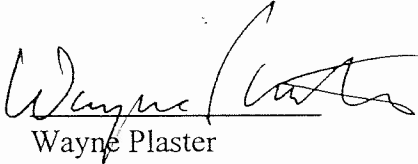
RKW Investments, a
Washington partnership
consisting of Rod Fisher,
Ken Fisher and Wayne
Plaster



Rod Fisher



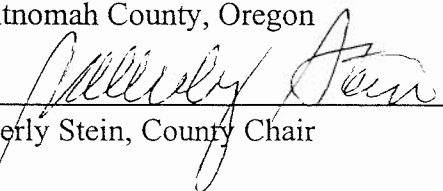
Ken Fisher



Wayne Plaster

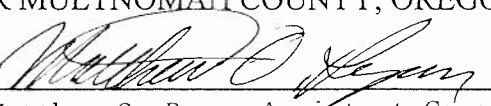
PURCHASER:

Multnomah County, Oregon

By 
Beverly Stein, County Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan, Assistant Counsel