

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**

ORDER NO. 98-166

In the Matter of the Acquisition of Land for Construction of Hollywood Branch Library.

The Multnomah County Board of Commissioners Finds:

- a) The Multnomah County Department of Libraries provides library services to clients in the Hollywood District area at a library facility located at 3930 NE Hancock Street, Portland.
- b) This existing facility is no longer adequate to sufficiently provide such services and should be replaced
- c) A suitable site for the construction of an adequate facility has been located and has been determined to be available for purchase from the owners at a total price of \$997,700 which is in the range of fair market value for the real property.
- d) The purchase of the real property described in the four PURCHASE AND SALE AGREEMENTS before the Board this date will benefit Multnomah County.

The Multnomah County Board of Commissioners Orders:

1. Multnomah County shall execute the four PURCHASE AND SALE AGREEMENTS before the Board this date and any other documents required for completion of these purchases.
2. The County Chair shall be, and she is hereby, authorized and directed to execute the documents required for completion of these purchases on behalf of Multnomah County.

Adopted this 15th day of October, 1998.



REVIEWED:

**BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**

Beverly Stein, Chair

Thomas Sponsler, County Counsel
For Multnomah County, Oregon

By
Thomas Sponsler

1 COMMERCIAL ASSOCIATION OF REALTORS® PORTLAND/VANCOUVER
2 PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY
3 (Oregon-Commercial Form)

4 Dated: August 24, 1998

5 BETWEEN: Thomas G Saunders ("Seller")
6 AND: Multnomah County ("Buyer")

7 Buyer agrees to buy and Seller agrees to sell, on the following terms, the real property and all
8 improvements thereon (the "Property") commonly known as One single story house
9 and located at 2016 NE 40th Ave.
10 in the City of Portland, County of Multnomah,
11 Oregon legally described as follows: Lot 14 Block 32 in Rossmare Addition or Map 2834 of Multnomah
12 County Taxation and Assessment Book If no legal description is inserted
13 or attached, Buyer and Seller will attach a legal description upon receipt and reasonable approval by both parties of
14 the Preliminary Commitment or, if applicable, the Survey.

15 1. Purchase Price. The total purchase price is One hundred and fifty five thousand dollars
16 (\$ 155,000) Or Buyer will purchase property at the Appraised Value if higher than offered
17 purchase price. payable as follows: Cash at closing

18 2. Earnest Money Receipt. Upon execution of this Agreement, Buyer shall pay
19 \$ 10,000 as earnest money (the "Earnest Money") in the form of ☐ cash or
20 ☒ check or ☐ promissory note. If the Earnest Money is in the form of a promissory note, it is due and payable:
21 ☐ upon execution of this Agreement by Buyer and Seller or ☐ no later than 5 PM Pacific Time one day after
22 satisfaction or waiver by Buyer of the conditions to Buyer's obligation to purchase the Property set forth in this
23 Agreement or ☐ other: Check delivered upon acceptance of Purchase and Sale Agreements by Mult. Co.
24 Board of Commissioners. If the
25 Earnest Money promissory note is not redeemed and paid in full when due, then (i) the Earnest Money promissory
26 note shall be delivered and endorsed to Seller (if not already in Seller's possession), (ii) Seller may collect the
27 Earnest Money from Buyer, either pursuant to an action on the promissory note or an action on this Agreement,
28 and (iii) this Agreement shall be of no further force or effect. The Earnest Money shall be deposited with ☒
29 Fidelity National Title (the "Title Company") at the following branch: _____
30 Downtown: 900 SW 5th Portland, Oregon or ☐ other: _____

31 _____ The Earnest Money shall be applied to the payment of
32 the purchase price for the Property at closing. Any interest earned on the Earnest Money shall be considered to be
33 part of the Earnest Money. The Earnest Money shall be returned to Buyer in the event any condition to Buyer's
34 obligation to purchase the Property shall fail to be satisfied or waived through no fault of Buyer.

35 3. Conditions to Purchase. Buyer's obligation to purchase the Property is conditioned on the
36 following: ☐ none and/or ☒ Multnomah County Board approval, completion of Real Estate
37 appraised paid by the Buyer, acceptance of offers by Sellers for neighboring properties and hazard
38 materials test. and/or ☐ Buyer's approval of the results of its property inspection described in Section 4 below.
39 If Buyer has not given written waiver of these conditions, or stated in writing that these conditions have been
40 satisfied, by written notice given to Seller within 60 days after the Execution Date (defined below),
41 the Agreement shall be terminated, and the Earnest Money shall be promptly returned to Buyer.

42 4. Property Inspection. Seller shall permit Buyer and its agents, at Buyer's sole expense and risk, to
43 enter the Property, at reasonable times after reasonable prior notice to Seller and after prior notice to the tenants of

condition of the improvements, all mechanical, electrical and plumbing systems, hazardous materials, pest infestation, soils conditions, wetlands, American with Disabilities Act compliance, and other matters affecting the suitability of the Property for Buyer's intended use and/or otherwise reasonably related to the purchase of the Property. Buyer shall indemnify, hold harmless, and defend Seller from all liens, costs, and expenses, including reasonable attorneys' fees and experts' fees, arising from or relating to Buyer's entry on and inspection of the Property. This agreement to indemnify, hold harmless, and defend Seller shall survive closing or any termination of this Agreement. (Any indemnification of Seller by Buyer shall be subject to the provisions of the Oregon Tort Claims Act).

5. Seller's Documents. Within 7 days after the Execution Date, Seller shall deliver to Buyer, at Buyer's address shown below, legible and complete copies of the following documents and other items relating to the ownership, operation, and maintenance of the Property, to the extent now in existence and to the extent such items are within Seller's possession or control: including lease agreements

6. Title Insurance. Within 7 days after the Execution Date, Seller shall deliver to Buyer a preliminary title report from the Title Company (the "Preliminary Commitment"), together with complete and legible copies of all documents shown therein as exceptions to title, showing the status of Seller's title to the Property. Buyer shall have 7 days after receipt of a copy of the Preliminary Commitment within which to give notice in writing to Seller of any objection to such title or to any liens or encumbrances affecting the Property. Within 7 days after the date of such notice from Buyer, Seller shall give Buyer written notice of whether it is willing and able to remove the objected-to exceptions. Within 7 days after the date of such notice from Seller, Buyer shall elect whether to purchase the Property subject to the objected-to exceptions which Seller is not willing or able to remove or terminate this Agreement. On or before the Closing Date (defined below), Seller shall remove all exceptions to which Buyer objects and which Seller agrees Seller is willing and able to remove. All remaining exceptions set forth in the Preliminary Commitment and agreed to by Buyer shall be "Permitted Exceptions." The title insurance policy to be delivered by Seller to Buyer at closing shall contain no exceptions other than the Permitted Exceptions and the usual preprinted exceptions in an owner's standard form title insurance policy.

7. Default; Remedies. If the conditions, if any, to Buyer's obligation to close this transaction are satisfied or waived by Buyer and Buyer nevertheless fails, through no fault of Seller, to close the purchase of the Property, Seller's sole remedy shall be to retain the Earnest Money paid by Buyer. In the event Seller fails, through no fault of Buyer, to close the sale of the Property, Buyer shall be entitled to pursue any remedies available at law or in equity, including without limitation, the remedy of specific performance.

8. Closing of Sale. The sale shall be closed ☒ on or before 10 days following removal of contingencies or ☐ _____ days after the Execution Date (the "Closing Date") in escrow at the Title Company. The sale shall be "closed" when the document conveying title is recorded and funds are disbursed to Seller. At closing, Buyer and Seller shall deposit with the Title Company all documents and funds required to close the transaction in accordance with the terms of this Agreement. At closing, Seller shall deliver a certification in a form approved by Buyer that Seller is not a "foreign person" as such term is defined in the Internal Revenue Code and the Treasury Regulations promulgated under the Internal Revenue Code. If Seller is a foreign person and this transaction is not otherwise exempt from FIRPTA regulations, the Title Company shall be instructed by the parties to withhold and pay the amount required by law to the Internal Revenue Service. At closing, Seller shall convey fee simple title to the Property to Buyer by ☒ statutory warranty deed or ☐ _____ (the "Deed"). If this Agreement provides for the conveyance by Seller of a vendee's interest in the Property by a contract of sale, Seller shall deposit with the Title Company (or other mutually acceptable escrow) the executed and acknowledged Deed, together with written instructions to deliver such deed to Buyer upon payment in full of the purchase price. At closing, Seller shall pay for and deliver to Buyer a standard form owner's policy of title insurance in the amount of the purchase price insuring fee simple title to the Property in Buyer subject only to the Permitted Exceptions and the standard preprinted exceptions in a standard form policy.

1 9. Closing Costs; Prorates. Seller shall pay the premium for the title insurance policy which Seller
2 is required to deliver pursuant to the above paragraph. Seller and Buyer shall each pay one-half of the escrow fees
3 charged by the Title Company, any excise tax, and any transfer tax. Real property taxes for the tax year in which
4 the transaction is closed, assessments (if a Permitted Exception), personal property taxes, rents on existing
5 tenancies paid for the month of closing, interest on assumed obligations, and utilities shall be prorated as of the
6 Closing Date. Prepaid rents, security deposits, and other unearned refundable deposits regarding the tenancies
7 shall be assigned and delivered to Buyer at closing. The Property ☐ does ☒ does not qualify for a special tax
8 assessment or deferral program as follows: _____
9 _____
10 _____
11 _____
12 _____

13 ☐ Seller ☐ Buyer ☒ N/A shall be responsible for payment of all taxes, interest, and penalties, if any, upon
14 removal of the Property from such special assessment or program.

15 10. Possession. Buyer shall be entitled to exclusive possession of the Property, subject to tenancies
16 existing as of the Closing Date, ☒ on the Closing Date or ☐ _____
17 _____

18 11. Condition of Property. Seller represents that, to the best of Seller's knowledge, there are no
19 pending or threatened notices of violation of any laws, codes, rules, or regulations applicable to the Property
20 ("Laws"), and Seller is not aware of any such violations or any concealed material defects in the Property. Risk of
21 loss or damage to the Property shall be Seller's until closing and Buyer's at and after closing. No agent of Seller
22 nor any agent of Buyer has made any representations regarding the Property. The real estate licensees named in
23 this Agreement have made no representations to any party regarding the condition of the Property, the operations
24 on or income from the Property, or whether the Property or the use thereof complies with Laws. Except for Seller's
25 representations set forth in this Section 11, Buyer shall acquire the Property "AS IS" with all faults and Buyer shall
26 rely on the results of its own inspection and investigation in Buyer's acquisition of the Property. It shall be a
27 condition of Buyer's obligation to close, and of Seller's right to retain the Earnest Money as of closing, that all of
28 the Seller's representations and warranties stated in this Agreement are materially true and correct on the Closing
29 Date. Seller's representations and warranties stated in this Agreement shall survive closing.

30 12. Personal Property. This sale includes the following personal property: ☒ none
31 _____ or ☐ the personal property located on and used in
32 connection with the Property and owned by Seller which Seller shall itemize in a schedule. Seller shall deliver to
33 Buyer such schedule within _____ days after the Execution Date.

34 13. Agency Disclosure. The following agency relationship(s) in this transaction is (are) hereby
35 consented to and acknowledged:

36 (a) ☒ Windermere Commercial (selling real estate licensee) is the agent of (check one):
37 ☒ Buyer exclusively as an agent of Buyer; ☐ Seller exclusively as an agent of Seller; ☐ both Seller and Buyer as
38 set out in the in-company agreement.

39 (b) ☒ Windermere CCRG (listing agent if not the same as selling agent) is the agent of
40 (check one): ☒ Seller exclusively as Seller's agent; ☐ both Seller and Buyer as set out in the in-company
41 agreement.

42 (c) ☐ _____ (real estate licensee) both Seller and Buyer in a
43 limited dual agency relationship pursuant to separate agreement.

ACKNOWLEDGED

Buyer:
Buyer:
Seller:
Seller:

Robert Christ
TC Seaborn

Dated:
Dated:
Dated:
Dated:

8-25-98
10-13-98

Designated
Broker(s)
Initials

14. **Notice.** Unless otherwise specified, any notice required or permitted in, or related to, this Agreement must be in writing and signed by the party to be bound. Any notice or payment will be deemed given when personally delivered or delivered by facsimile transmission (with electronic confirmation of delivery), or will be deemed given on the day following delivery of the notice by reputable overnight courier or through mailing in the U.S. mails, postage prepaid, by the applicable party to the address of the other party shown in this Agreement, unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed delivered on the next following business day. If the deadline under this Agreement for delivery of a notice or payment is a Saturday, Sunday, or legal holiday, such last day will be deemed extended to the next following business day.

15. **Assignment.** Buyer ☐ may assign ☐ may not assign ☒ may assign, if the assignee is an entity owned and controlled by Buyer (may not assign, if no box is checked) this Agreement or Buyer's rights under this Agreement without Seller's prior written consent. If Seller's consent is required for assignment, such consent may be withheld in Seller's sole discretion.

16. **Attorneys' Fees.** In the event a suit, action, arbitration, or other proceeding of any nature whatsoever, including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted, or the services of an attorney are retained, to interpret or enforce any provision of this Agreement or with respect to any dispute relating to this Agreement, the prevailing party shall be entitled to recover from the losing party its attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith. In the event of suit, action, arbitration, or other proceeding, the amount thereof shall be determined by the judge or arbitrator, shall include fees and expenses incurred on any appeal or review, and shall be in addition to all other amounts provided by law.

17. **Statutory Land Use Disclaimer.** 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 AND 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 THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES.

18. **Miscellaneous.** Time is of the essence of this Agreement. The facsimile transmission of any signed document including this Agreement shall be the same as delivery of an original. At the request of either party, the party delivering a document by facsimile will confirm facsimile transmission by signing and delivering a duplicate original document. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same Agreement. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements between them with respect thereto. Without limiting the provisions of Section 15 of this Agreement, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. The person signing this Agreement on behalf of Buyer and the person signing this Agreement on behalf of Seller each represents, covenants and warrants that such person has full right and authority to enter into this Agreement and to bind the party for whom such person signs this Agreement to the terms and provisions of this Agreement. This Agreement shall not be recorded unless the parties otherwise agree.

19. Addendums; Exhibits. The following named addendums and exhibits are attached to this Agreement and incorporated within this Agreement: ☐ none or ☐ _____

20. Time for Acceptance. Seller has until 5:00 p.m. Pacific Time on August 27, 1998 to accept this offer. Acceptance is not effective until a copy of this Agreement which has been signed and dated by Seller is actually received by Buyer. If this offer is not so accepted, it shall expire and the Earnest Money shall be promptly refunded to Buyer.

21. Seller's Acceptance and Brokerage Agreement. Seller agrees to sell the Property on the terms and conditions in this Agreement and further agrees to pay a commission in the total amount computed in accordance with the listing agreement or other commission agreement. If there is no written listing agreement or other commission agreement, Seller hereby agrees to pay a commission of ☐ N/A percent (____%) of the purchase price or ☐ \$ N/A. The commission is earned as of the date this Agreement is signed by Seller and Buyer. Unless otherwise provided in a separate written agreement, the real estate commission is due on the Closing Date or upon Seller's breach of this Agreement, whichever occurs first. If the Earnest Money is forfeited and retained by Seller in accordance with this Agreement, in addition to any other rights the listing agent may have, the listing agent shall be entitled to fifty percent (50%) of the Earnest Money, not to exceed any agreed commission, and Seller hereby assigns to the listing agent such amount.

22. Execution Date. The Execution Date is the later of the two dates shown beneath the parties' signatures below.

23. Governing Law. This Agreement is made and executed under, and in all respects shall be governed and construed by the laws of the State of Oregon.

CONSULT YOUR ATTORNEY. THIS DOCUMENT HAS BEEN PREPARED FOR SUBMISSION TO YOUR ATTORNEY FOR REVIEW AND APPROVAL PRIOR TO SIGNING. NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE COMMERCIAL ASSOCIATION OF REALTORS® PORTLAND/VANCOUVER OR BY THE REAL ESTATE LICENSEES INVOLVED WITH THIS DOCUMENT AS TO THE LEGAL SUFFICIENCY OR TAX CONSEQUENCES OF THIS DOCUMENT.

THIS FORM SHOULD NOT BE MODIFIED WITHOUT SHOWING SUCH MODIFICATIONS BY REDLINING, INSERTION MARKS, OR ADDENDA.

Buyer: Robert Oberst

Robert Oberst

By _____

Title Mult. Co. Property Manage

Execution Date 8/25/98

Time of Execution 4pm

Home Phone _____

Office Phone 248-3851

Address 2505 SE 11th

Portland, Oregon 97202

Fax No 248-5082

Seller: see counter - offer dated 9-4-98

Thomas Saunders

By _____

Title Owner

Execution Date _____

Time of Execution _____

Home Phone _____

Office Phone 233-2020

Address PO Box 13023

Portland, Oregon 97213

Fax No. _____

Seller's counter offer to Sale Agreement and Receipt for Earnest Money

Re: Earnest Money Receipt No. (no # commercial form) _____ Dated 8-24-98

Seller: Thomas G Saunders

Buyer: Multnomah County

For the real Property described as follows: 2016 N.E 40th Ave. Portland, Oregon
aka/ Rossmere Lot 14 Block 32 map 2834

SELLER offers to sell the real property specified in buyer's offer on the terms and conditions in buyers offer, except as modified below:

- 1.) Seller agrees to trade, (on a 1031 tax deferred exchange, with no cost or liability to purchaser), the subject property, for an even exchange of the Multnomah County Library building at 3930 N.E. Hancock St. Portland, Oregon aka/ Rossmere Lot 1&2 Block 39 Map 2834
- 2.) Seller then agrees to lease back to Multnomah County the library building for a period of up to three years, at below market rent not to exceed \$1,000. dollars per month, triple net.
- 3.) This counter-offer is will automatically expire on September 13, 1998, if not accepted by that time.

Seller Signature Thomas G. Saunders Date 9-4 1998, AM 1 PM

Buyer Signature _____ Date _____ 19____, ____AM ____PM

Buyer Signature _____ Date _____ 19____, ____AM ____PM

Listing Agent Holland _____ Selling Agent Perkins _____
Pg 1 of 1 Pgs

Selling Broker Initials _____ Listing Broker Initials _____

NOT
accepted
see seller's
counter offer
dated Sept. 11, 1998
accepted
9/18/98

SELLER'S COUNTER-OFFER

Date: September 11, 1998

Seller's Counter-Offer with reference to Buyer's offer via the Purchase and Sale agreement dated August 24, 1998 between Thomas G Saunders, Seller, and Multnomah County, Buyer, for property located at 2016 NE 40th Portland, Oregon.

Having considered the said Buyer's offer, the undersigned Seller agrees to accept and consummate the sale of said property for the price and terms set forth, except as modified below:

1. Purchase Price:

The total purchase price is one hundred and seventy-five thousand dollars

~~(175,000)~~ 195,000. TGS R. Oberst

3. Conditions of Purchase:

...Seller within 0 days after Execution Date...

Execution Date:

Approval of Agreement by Multnomah County Commissioners not later than October 22, 1998.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

Closing Date:

October 23, 1998.

Any part of Buyer's original Purchase and Sale Agreement not changed by Seller's Counter-Offer is approved and is agreed to and accepted by both Buyer and Seller.

Time is of the essence of the counter-offer and unless the Buyer accepts this agreement, in writing, within three (3) days from the date of Seller's signature below, this agreement shall automatically expire and be of no force and effect.

Seller:

X Thomas G Saunders

Date:

9-18-98

Buyer:

Robert Oberst

Date:

9-11-98

REVIEWED:
THOMAS SPONSER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY
BY Thomas G. Saunders
ASSISTANT COUNTY COUNSEL
DATE 10/9/98

COMMERCIAL ASSOCIATION OF REALTORS® PORTLAND/VANCOUVER
PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY
(Oregon-Commercial Form)

Dated: October 6, 1998

BETWEEN: Erling Eide, Trustee ("Seller")
AND: Multnomah County ("Buyer")

Buyer agrees to buy and Seller agrees to sell, on the following terms, the real property and all improvements thereon (the "Property") commonly known as One paved lot and one unpaved lot and located at 41st and NE Tillamook in the City of Portland, County of Multnomah, Oregon legally described as follows: Lot 2 and 3 Block 32 in Rossmere Addition on Map 2834 of Multnomah County Taxation and Assessment Book. If no legal description is inserted or attached, Buyer and Seller will attach a legal description upon receipt and reasonable approval by both parties of the Preliminary Commitment or, if applicable, the Survey.

1. Purchase Price. The total purchase price is the greater of (i) Two Hundred Twelve Thousand Dollars (\$212,000) or (ii) the sum of the Appraised Value (as defined below) plus six percent(6%) of the Appraised Value. The Purchase Price shall be payable all in cash at the Closing. Upon execution of this Agreement, Buyer shall, at Buyer's cost and expense, hire a MAI Appraiser reasonably satisfactory to Seller and cause said Appraiser to conduct an appraisal to determine the fair market value of the Property. The appraisal shall be completed before the expiration of the 60-day period set forth in Section 3 below. The appraiser shall provide a written report on the value of the Property (the "Appraised Value") to both Buyer and Seller.

2. Earnest Money Receipt. Upon execution of this Agreement, Buyer shall pay \$15,000 as earnest money (the "Earnest Money") in the form of ☐ cash or ☒ check or ☐ promissory note. If the Earnest Money is in the form of a promissory note, it is due and payable: ☐ upon execution of this Agreement by Buyer and Seller or ☐ no later than 5 PM Pacific Time one day after satisfaction or waiver by Buyer of the conditions to Buyer's obligation to purchase the Property set forth in this Agreement or ☒ other: Check to be delivered within thirty (30) days of the Execution date. If the Earnest Money promissory note is not redeemed and paid in full when due, then (i) the Earnest Money promissory note shall be delivered and endorsed to Seller (if not already in Seller's possession), (ii) Seller may collect the Earnest Money from Buyer, either pursuant to an action on the promissory note or an action on this Agreement, and (iii) this Agreement shall be of no further force or effect. The Earnest Money shall be deposited with ☒ Fidelity National Title Co. (the "Title Company") at the following branch: Downtown: 900 SW 5th Portland, Oregon or ☐ other: . The Earnest Money shall be applied to the payment of the purchase price for the Property at closing. Any interest earned on the Earnest Money shall be considered to be part of the Earnest Money. The Earnest Money shall be returned to Buyer in the event any condition to Buyer's obligation to purchase the Property shall fail to be satisfied or waived through no fault of Buyer.

3. Conditions to Purchase. Buyer's obligation to purchase the Property is conditioned on the following: ☐ none and/or ☒ Multnomah County Board approval, completion of Real Estate appraisal paid by the Buyer, acceptance of offers by Sellers for neighboring properties and hazard materials test and/or ☐ Buyer's approval of the results of its property inspection described in Section 4 below. If Buyer has not given written waiver of these conditions, or stated in writing that these conditions have been satisfied, by written notice given to Seller within 60 days after the Execution Date (defined below), the Agreement shall be terminated, and the Earnest Money shall be promptly returned to Buyer.

4. Property Inspection. Seller shall permit Buyer and its agents, at Buyer's sole expense and risk, to enter the Property, at reasonable times after reasonable prior notice to Seller and after prior notice to the tenants of the Property as required by the tenants' leases, to conduct inspections, tests, and surveys concerning the structural

condition of the improvements, all mechanical, electrical and plumbing systems, hazardous materials, pest infestation, soils conditions, wetlands, American with Disabilities Act compliance, and other matters affecting the suitability of the Property for Buyer's intended use and/or otherwise reasonably related to the purchase of the Property. Buyer shall indemnify, hold harmless, and defend Seller from all liens, costs, and expenses, including reasonable attorneys' fees and experts' fees, arising from or relating to Buyer's entry on and inspection of the Property. This agreement to indemnify, hold harmless, and defend Seller shall survive closing or any termination of this Agreement. (Any indemnification of Seller by Buyer shall be subject to the provisions of the Oregon Tort Claims Act).

5. Title Insurance. Within 7 days after the Execution Date, Buyer shall obtain a preliminary title report from the Title Company (the "Preliminary Commitment"), together with complete and legible copies of all documents shown therein as exceptions to title, showing the status of Seller's title to the Property. Buyer shall have 7 days after receipt of a copy of the Preliminary Commitment within which to give notice in writing to Seller of any objection to such title or to any liens or encumbrances affecting the Property. Within 7 days after the date of such notice from Buyer, Seller shall give Buyer written notice of whether it is willing and able to remove the objected-to exceptions. **If Seller does not give Buyer such written notice, it shall be deemed Seller's response that Seller is not willing to remove any objected-to exceptions.** Within 7 days after the date of such notice from Seller, Buyer shall elect whether to purchase the Property subject to the objected-to exceptions which Seller is not willing or able to remove or terminate this Agreement. On or before the Closing Date (defined below), Seller shall remove all exceptions to which Buyer objects and which Seller agrees Seller is willing and able to remove. All remaining exceptions set forth in the Preliminary Commitment shall be "Permitted Exceptions." The title insurance policy to be delivered by Seller to Buyer at closing shall contain no exceptions other than the Permitted Exceptions and the usual preprinted exceptions in an owner's standard form title insurance policy.

6. Default; Remedies. If the conditions, if any, to Buyer's obligation to close this transaction are satisfied or waived by Buyer and Buyer nevertheless fails, through no fault of Seller, to close the purchase of the Property, Seller's sole remedy shall be to retain the Earnest Money paid by Buyer. In the event Seller fails, through no fault of Buyer, to close the sale of the Property, Buyer shall be entitled to pursue any remedies available at law or in equity, including without limitation, the remedy of specific performance.

7. Closing of Sale. The sale shall be closed ☒ on or before **10 days following removal of Contingencies as set forth in Section 3 above** or ☐ _____ days after the Execution Date (the "Closing Date") in escrow at the Title Company. The sale shall be "closed" when the document conveying title is recorded and funds are disbursed to Seller. At closing, Buyer and Seller shall deposit with the Title Company all documents and funds required to close the transaction in accordance with the terms of this Agreement. At closing, Seller shall deliver a certification in a form approved by Buyer that Seller is not a "foreign person" as such term is defined in the Internal Revenue Code and the Treasury Regulations promulgated under the Internal Revenue Code. If Seller is a foreign person and this transaction is not otherwise exempt from FIRPTA regulations, the Title Company shall be instructed by the parties to withhold and pay the amount required by law to the Internal Revenue Service. At closing, Seller shall convey fee simple title to the Property to Buyer by ☒ statutory warranty deed or ☐ _____ (the "Deed"). If this Agreement provides for the conveyance by Seller of a vendee's interest in the Property by a contract of sale, Seller shall deposit with the Title Company (or other mutually acceptable escrow) the executed and acknowledged Deed, together with written instructions to deliver such deed to Buyer upon payment in full of the purchase price. At closing, Seller shall pay for and deliver to Buyer a standard form owner's policy of title insurance in the amount of the purchase price insuring fee simple title to the Property in Buyer subject only to the Permitted Exceptions and the standard preprinted exceptions in a standard form policy.

8. Closing Costs; Prorates. Seller shall pay the premium for the title insurance policy which Seller is required to deliver pursuant to the above paragraph. Seller and Buyer shall each pay one-half of the escrow fees charged by the Title Company, any excise tax, and any transfer tax. Real property taxes for the tax year in which the transaction is closed, assessments (if a Permitted Exception), personal property taxes, rents on existing tenancies paid for the month of closing, interest on assumed obligations, and utilities shall be prorated as of the

Closing Date. Prepaid rents, security deposits, and other unearned refundable deposits regarding the tenancies shall be assigned and delivered to Buyer at closing. The Property ☐ does ☒ does not qualify for a special tax assessment or deferral program as follows: ☐ Seller ☐ Buyer ☒ N/A shall be responsible for payment of all taxes, interest, and penalties, if any, upon removal of the Property from such special assessment or program.

9. Possession. Buyer shall be entitled to exclusive possession of the Property, subject to tenancies existing as of the Closing Date, ☒ on the Closing Date or ☐ _____.

10. Condition of Property. Seller represents that, to the best of Seller's knowledge, there are no pending or threatened notices of violation of any laws, codes, rules, or regulations applicable to the Property ("Laws"), and Seller is not aware of any such violations or any concealed material defects in the Property. Risk of loss or damage to the Property shall be Seller's until closing and Buyer's at and after closing. No agent of Seller nor any agent of Buyer has made any representations regarding the Property. The real estate licensees named in this Agreement have made no representations to any party regarding the condition of the Property, the operations on or income from the Property, or whether the Property or the use thereof complies with Laws. Except for Seller's representations set forth in this Section 10, Buyer shall acquire the Property "AS IS" with all faults and Buyer shall rely on the results of its own inspection and investigation in Buyer's acquisition of the Property. It shall be a condition of Buyer's obligation to close, and of Seller's right to retain the Earnest Money as of closing, that all of the Seller's representations and warranties stated in this Agreement are materially true and correct on the Closing Date. Seller's representations and warranties stated in this Agreement shall survive closing.

11. Personal Property. This sale includes the following personal property: ☒ none or ☐ the personal property located on and used in connection with the Property and owned by Seller which Seller shall itemize in a schedule. Seller shall deliver to Buyer such schedule within _____ days after the Execution Date.

12. Agency Disclosure. The following agency relationship(s) in this transaction is (are) hereby consented to and acknowledged:

(a) ☒ **Brad Perkins, Windermere Commercial Real Estate** (selling real estate licensee) is the agent of (check one): ☐ Buyer exclusively as an agent of Buyer; ☐ Seller exclusively as an agent of Seller; ☒ both Seller and Buyer as set out in the in-company agreement.

(b) ☐ _____ (listing agent if not the same as selling agent) is the agent of (check one): ☐ Seller exclusively as Seller's agent; ☐ both Seller and Buyer as set out in the in-company agreement.

(c) ☐ _____ (real estate licensee) both Seller and Buyer in a limited dual agency relationship pursuant to separate agreement.

ACKNOWLEDGED

Buyer:
Buyer:
Seller:
Seller:

Robert Oberst
Anthony Liu

Dated:
Dated:
Dated:
Dated:

10-6-98
10-9-98

CR3
Designated
Broker(s)
Initials

13. Notices. Unless otherwise specified, any notice required or permitted in, or related to, this Agreement must be in writing and signed by the party to be bound. Any notice or payment will be deemed given when personally delivered or delivered by facsimile transmission (with electronic confirmation of delivery), or will be deemed given on the day following delivery of the notice by reputable overnight courier or through mailing in the U.S. mails, postage prepaid, by the applicable party to the address of the other party shown in this Agreement, unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed delivered on the next following business day. If the deadline under this Agreement for delivery of a notice or payment is a Saturday, Sunday, or legal holiday, such last day will be deemed extended to the next following business day.

14. Assignment. Buyer ☐ may assign ☐ may not assign ☒ may assign, if the assignee is an entity owned and controlled by Buyer (may not assign, if no box is checked) this Agreement or Buyer's rights under this Agreement without Seller's prior written consent. If Seller's consent is required for assignment, such consent may be withheld in Seller's sole discretion. **Buyer agrees that an assignment shall not release Buyer from any of its obligations under this Agreement.**

15. Attorneys' Fees. In the event a suit, action, arbitration, or other proceeding of any nature whatsoever, including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted, or the services of an attorney are retained, to interpret or enforce any provision of this Agreement or with respect to any dispute relating to this Agreement, the prevailing party shall be entitled to recover from the losing party its attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith. In the event of suit, action, arbitration, or other proceeding, the amount thereof shall be determined by the judge or arbitrator, shall include fees and expenses incurred on any appeal or review, and shall be in addition to all other amounts provided by law.

16. Statutory Land Use Disclaimer. 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 AND 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 THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES.

17. Miscellaneous. Time is of the essence of this Agreement. The facsimile transmission of any signed document including this Agreement shall be the same as delivery of an original. At the request of either party, the party delivering a document by facsimile will confirm facsimile transmission by signing and delivering a duplicate original document. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same Agreement. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements between them with respect thereto. Without limiting the provisions of Section 14 of this Agreement, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. The person signing this Agreement on behalf of Buyer and the person signing this Agreement on behalf of Seller each represents, covenants and warrants that such person has full right and authority to enter into this Agreement and to bind the party for whom such person signs this Agreement to the terms and provisions of this Agreement. This Agreement shall not be recorded unless the parties otherwise agree.

18. Addendums; Exhibits. The following named addendums and exhibits are attached to this Agreement and incorporated within this Agreement: ☐ none or ☒ **Shared parking use agreement on lot 3 (see Addendum "A").**

19. Time for Acceptance. Seller has until 5:00 p.m. Pacific Time on **October 8, 1998** to accept this offer. Acceptance is not effective until a copy of this Agreement which has been signed and dated by Seller is actually received by Buyer. If this offer is not so accepted, it shall expire and the Earnest Money shall be promptly refunded to Buyer.

20. Seller's Acceptance and Brokerage Agreement. Seller agrees to sell the Property on the terms and conditions in this Agreement and further agrees to pay a commission of ☒ **six** percent (**6** %) of the purchase price or ☐ \$ _____. The commission is earned as of the date the transaction contemplated under this Agreement is closed. Unless otherwise provided in a separate written agreement, the real estate commission is due on the Closing Date.

21. Execution Date. The Execution Date is the later of the two dates shown beneath the parties' signatures below.

22. Governing Law. This Agreement is made and executed under, and in all respects shall be governed and construed by the laws of the State of Oregon.

23. 1031 Exchange. Buyer acknowledges and agrees that Seller may dispose of the Property to an accommodator as part of an exchange qualifying for nonrecognition of gain under Internal Revenue Code Section 1031 and related regulations. Buyer agrees to cooperate in this regard and will execute all escrow instructions, documents, assignments, agreements or other instruments reasonably requested by Seller in connection with an exchange. Buyer shall incur no additional liabilities, costs or expenses in this transaction as a result of an exchange entered into by Seller.

CONSULT YOUR ATTORNEY. THIS DOCUMENT HAS BEEN PREPARED FOR SUBMISSION TO YOUR ATTORNEY FOR REVIEW AND APPROVAL PRIOR TO SIGNING. NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE COMMERCIAL ASSOCIATION OF REALTORS® PORTLAND/VANCOUVER OR BY THE REAL ESTATE LICENSEES INVOLVED WITH THIS DOCUMENT AS TO THE LEGAL SUFFICIENCY OR TAX CONSEQUENCES OF THIS DOCUMENT.

THIS FORM SHOULD NOT BE MODIFIED WITHOUT SHOWING SUCH MODIFICATIONS BY REDLINING, INSERTION MARKS, OR ADDENDA.

Buyer: Beverly Stein
Beverly Stein, County Chair
Multnomah County

By Robert Oberst
Title Mult. Co. Property Manager

Execution Date 10-6-98

Time of Execution 4:09 PM

Home Phone _____

Office Phone 248-3851

Address 2505 SE 11

Portland, Oregon 97202

Fax No 248-5082

Seller: _____

Erling Eide, Trustee of the Erling Eide

Revocable Trust Dated December 23, 1992

By Erling Eide

Execution Date 10-9-98

Time of Execution 10:30 AM

Home Phone _____

Office Phone (707)778-1600

Address 3830 Cypress Drive

Petaluma, CA 94954

Fax No. (707)778-1942

REVIEWED:

Thomas Sponsler, County Counsel
For Multnomah County, Oregon

Thomas Sponsler
County Counsel
10/15/98

**ADDENDUM TO PURCHASE AND SALE
AGREEMENT AND RECEIPT FOR EARNEST MONEY**

This Addendum is attached to and made a part of the Purchase and Sale Agreement and Receipt for Earnest Money between Erling Eide, Trustee of the Erling Eide Revocable Trust dated December 23, 1992 ("Seller") and Multnomah County ("Buyer") dated October __, 1998 ("Agreement"). If there is any conflict between the terms of the Agreement and this Addendum, the terms of this Addendum shall control.

1. Improvements. Buyer is purchasing the Property to construct a public library on Lot 2. As a material part of the consideration to Seller, Buyer agrees to construct, install and maintain certain parking related improvements (the "Parking Facilities") on Lot 3. The Parking Facilities shall include curbs, gutters, driveways, parking areas, landscaping, lighting, signage and such other reasonable and customary improvements as are typically associated with a surface parking area. The Parking Facilities shall further include, without limitation, a divider or landscaped strip on Lot 3 to provide vehicular separation from the adjacent Lot 4, together with walkways or paths for pedestrian access between Lot 3 and Lot 4. When completed, the Parking Facilities shall be adequate to park not less than nine (9) full size cars with appropriate circulation areas and driveway access to N.E. 41st Avenue. All of the Parking Facilities shall be constructed by Buyer at Buyer's cost and expense and in compliance with all applicable laws.

2. Plans for Parking Facilities. Prior to commencing any work on the Parking Facilities, Buyer shall prepare detailed plans and specifications therefore (the "Plans") and shall submit the Plans to Seller for Seller's approval, which approval shall not be unreasonably withheld or delayed. Any disapproval by Seller must be in writing and shall specify the reason for the disapproval. Upon receipt of Seller's disapproval, Buyer shall revise the Plans to address Seller's concerns. Seller's approval of the Plans shall not be relied upon as any representation or indication of the competency or adequacy of the Plans.

3. Construction of Parking Facility. Upon approval of the Plans by Seller, Buyer shall commence construction of the Parking Facilities, and shall diligently pursue such construction through completion. If Buyer has not completed the construction of the Parking Facilities within twelve (12) months after Buyer's Notice of Construction (defined below), then Seller may, but is not obligated to, commence and complete such construction in accordance with the Plans, or if there are no approved Plans, in a manner reasonably necessary to create such Parking Facilities as are necessary to provide Seller with not less than nine (9) full-size parking spaces on Lot 3, all at Buyer's cost and expense. Buyer shall reimburse Seller for all costs and expenses so incurred upon demand, with interest from the date such costs were incurred, at the maximum rate allowed by law.

4. Temporary Parking. From and after the closing, Seller shall have the exclusive right for no additional consideration to use Lot 2 for parking. At such time as the Plans have

been approved by Seller and Buyer intends to commence construction of the improvements on Lot 2, Buyer shall provide Seller with a written notice of the intended commencement of such construction (the "Notice of Construction"). Seller's right to use Lot 2 herein shall terminate five (5) days after receipt of Buyer's Notice of Construction.

5. Parking Easement. Concurrently with the closing, Buyer shall execute and cause to be recorded against the Property a Parking Easement (the "Easement") in favor of Seller and Lots 4, 5, 6, 7 and 8 of block 32 in Rossmere Addition on Map 2834 of Multnomah (the "Adjacent Property"). The Easement shall grant to Seller and the Adjacent Property from and after the closing perpetual, exclusive rights to use Lot 3 for 9 vehicular parking spaces, and non-exclusive rights for vehicular access, ingress, and egress and for pedestrian access, ingress, and egress. The Easement shall cover Buyer's construction, installation and maintenance of the Parking Facilities and the temporary parking easement as contemplated herein and otherwise be in form and content acceptable to each of Buyer and Seller in their sole and absolute discretion. If Buyer and Seller are unable to agree upon the form and content of the Easement prior to the earlier of Buyer's satisfaction or waiver of the Conditions to purchase set forth in Section 3 of the Agreement or the expiration of the 60-day period therefor, the Agreement shall automatically terminate and the Earnest Money shall be promptly returned to Buyer.

Accepted by:

Buyer: Robert Christ

Date: 10-6-98

Seller: William Smith

Date: 10-9-98

1 COMMERCIAL ASSOCIATION OF REALTORS® PORTLAND/VANCOUVER
2 PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY
3 (Oregon-Commercial Form)

4 Dated: August 24, 1998

5 BETWEEN: Hoang Hoanh Tuong ("Seller")

6 AND: Multnomah County ("Buyer")

7 Buyer agrees to buy and Seller agrees to sell, on the following terms, the real property and all
8 improvements thereon (the "Property") commonly known as One two story house and lot (10,000 SF total land)
9 and
10 located at 2030 NE 40th
11 in the City of Portland, County of Multnomah,
12 Oregon legally described as follows: Lots 15 and 16 of Block 32 in Rossmore Addition on Map 2334 of
13 Multnomah County Taxation and Assessment Book If no
14 legal description is inserted or attached, Buyer and Seller will attach a legal description upon receipt and
15 reasonable approval by both parties of the Preliminary Commitment or, if applicable, the Survey.

16 1. Purchase Price. The total purchase price is Three hundred and eighty six thousand and nine
17 hundred dollars (\$ 386,900) Or Buyer will purchase property at the Appraised
18 Value if higher than offered purchase price. payable as follows: cash at closing

19 2. Earnest Money Receipt. Upon execution of this Agreement, Buyer shall pay
20 \$ 25,000 as earnest money (the "Earnest Money") in the form of ☐ cash or
21 ☒ check or ☐ promissory note. If the Earnest Money is in the form of a promissory note, it is due and payable:
22 ☐ upon execution of this Agreement by Buyer and Seller or ☐ no later than 5 PM Pacific Time one day after
23 satisfaction or waiver by Buyer of the conditions to Buyer's obligation to purchase the Property set forth in this
24 Agreement or ☐ other: Check delivered upon acceptance of Purchase and Sale Agreements by Mult. Co.
25 Board of Commissioners. If the Earnest Money promissory note is not redeemed and paid in full when due,
26 then (i) the Earnest Money promissory note shall be delivered and endorsed to Seller (if not already in Seller's
27 possession), (ii) Seller may collect the Earnest Money from Buyer, either pursuant to an action on the promissory
28 note or an action on this Agreement, and (iii) this Agreement shall be of no further force or effect. The Earnest
29 Money shall be deposited with ☒ Fidelity National Title (the
30 "Title Company") at the following branch: Downtown: 900 SW 5th Portland, Oregon
31 or ☐ other: _____

32 _____ The Earnest Money shall be applied to the payment of the purchase price for the Property
33 at closing. Any interest earned on the Earnest Money shall be considered to be part of the Earnest Money. The
34 Earnest Money shall be returned to Buyer in the event any condition to Buyer's obligation to purchase the Property
35 shall fail to be satisfied or waived through no fault of Buyer.

36 3. Conditions to Purchase. Buyer's obligation to purchase the Property is conditioned on the
37 following: ☐ none and/or ☒ Multnomah County board approval, completion of Real Estate appraisal
38 paid by the Buyer, acceptance of offers by Sellers for neighboring properties and Hazard Materials Test
39 and/or ☒ Buyer's approval of the results of its property inspection described in Section 4 below. If Buyer
40 has not given written waiver of these conditions, or stated in writing that these conditions have been satisfied, by
41 written notice given to Seller within 60 days after the Execution Date (defined below),
42 the Agreement shall be terminated, and the Earnest Money shall be promptly returned to Buyer.

1 4. Property Inspection. Seller shall permit Buyer and its agents, at Buyer's sole expense and risk, to
2 enter the Property, at reasonable times after reasonable prior notice to Seller and after prior notice to the tenants of
3 the Property as required by the tenants' leases, to conduct inspections, tests, and surveys concerning the structural
4 condition of the improvements, all mechanical, electrical and plumbing systems, hazardous materials, pest
5 infestation, soils conditions, wetlands, American with Disabilities Act compliance, and other matters affecting the
6 suitability of the Property for Buyer's intended use and/or otherwise reasonably related to the purchase of the
7 Property. Buyer shall indemnify, hold harmless, and defend Seller from all liens, costs, and expenses,
8 including reasonable attorneys' fees and experts' fees, arising from or relating to Buyer's entry on and inspection of
9 the Property. This agreement to indemnify, hold harmless, and defend Seller shall survive closing or any
10 termination of this Agreement. (Any indemnification of Seller by Buyer shall be subject to to provisions of the
11 **Oregon Tart Claims Act**).

12 5. Seller's Documents. Within 7 days after the Execution Date, Seller shall deliver to
13 Buyer, at Buyer's address shown below, legible and complete copies of the following documents and other items
14 relating to the ownership, operation, and maintenance of the Property, to the extent now in existence and to the
15 extent such items are within Seller's possession or control: lease agreement

16 6. Title Insurance. Within 7 days after the Execution Date, Seller shall deliver to
17 Buyer a preliminary title report from the Title Company (the "Preliminary Commitment"), together with complete
18 and legible copies of all documents shown therein as exceptions to title, showing the status of Seller's title to the
19 Property. Buyer shall have 7 days after receipt of a copy of the Preliminary Commitment within which
20 to give notice in writing to Seller of any objection to such title or to any liens or encumbrances affecting the
21 Property. Within 7 days after the date of such notice from Buyer, Seller shall give Buyer written
22 notice of whether it is willing and able to remove the objected-to exceptions. Within 7 days after the
23 date of such notice from Seller, Buyer shall elect whether to purchase the Property subject to the objected-to
24 exceptions which Seller is not willing or able to remove or terminate this Agreement. On or before the Closing
25 Date (defined below), Seller shall remove all exceptions to which Buyer objects and which Seller agrees Seller is
26 willing and able to remove. All remaining exceptions set forth in the Preliminary Commitment and agreed to by
27 Buyer shall be "Permitted Exceptions." The title insurance policy to be delivered by Seller to Buyer at closing shall
28 contain no exceptions other than the Permitted Exceptions and the usual preprinted exceptions in an owner's
29 standard form title insurance policy.

30 7. Default; Remedies. If the conditions, if any, to Buyer's obligation to close this transaction are
31 satisfied or waived by Buyer and Buyer nevertheless fails, through no fault of Seller, to close the purchase of the
32 Property, Seller's sole remedy shall be to retain the Earnest Money paid by Buyer. In the event Seller fails, through
33 no fault of Buyer, to close the sale of the Property, Buyer shall be entitled to pursue any remedies available at law
34 or in equity, including without limitation, the remedy of specific performance.

35 8. Closing of Sale. The sale shall be closed ☒ on or before 10 days following removal of
36 contingencies or ☐ _____ days after the Execution Date (the "Closing Date")
37 in escrow at the Title Company. The sale shall be "closed" when the document conveying title is recorded and
38 funds are disbursed to Seller. At closing, Buyer and Seller shall deposit with the Title Company all documents and
39 funds required to close the transaction in accordance with the terms of this Agreement. At closing, Seller shall
40 deliver a certification in a form approved by Buyer that Seller is not a "foreign person" as such term is defined in
41 the Internal Revenue Code and the Treasury Regulations promulgated under the Internal Revenue Code. If Seller
42 is a foreign person and this transaction is not otherwise exempt from FIRPTA regulations, the Title Company shall
43 be instructed by the parties to withhold and pay the amount required by law to the Internal Revenue Service. At
44 closing, Seller shall convey fee simple title to the Property to Buyer by ☒ statutory warranty deed or ☐ _____
45 _____ (the "Deed"). If this Agreement provides for the conveyance by Seller of a
46 vendee's interest in the Property by a contract of sale, Seller shall deposit with the Title Company (or
47 other mutually acceptable escrow) the executed and acknowledged Deed, together with written instructions to
48 deliver such deed to Buyer upon payment in full of the purchase price. At closing, Seller shall pay for and deliver
49 to Buyer a standard form owner's policy of title insurance in the amount of the purchase price insuring fee simple

1 title to the Property in Buyer subject only to the Permitted Exceptions and the standard preprinted exceptions in a
2 standard form policy.

3 9. Closing Costs; Prorates. Seller shall pay the premium for the title insurance policy which Seller
4 is required to deliver pursuant to the above paragraph. Seller and Buyer shall each pay one-half of the escrow fees
5 charged by the Title Company, any excise tax, and any transfer tax. Real property taxes for the tax year in which
6 the transaction is closed, assessments (if a Permitted Exception), personal property taxes, rents on existing
7 tenancies paid for the month of closing, interest on assumed obligations, and utilities shall be prorated as of the
8 Closing Date. Prepaid rents, security deposits, and other unearned refundable deposits regarding the tenancies
9 shall be assigned and delivered to Buyer at closing. The Property ☐ does ☒ does not qualify for a special tax
10 assessment or deferral program as follows: _____
11 _____
12 _____
13 _____

14 ☐ Seller ☐ Buyer ☒ N/A shall be responsible for payment of all taxes, interest, and penalties, if any, upon
15 removal of the Property from such special assessment or program.

16 10. Possession. Buyer shall be entitled to exclusive possession of the Property, subject to tenancies
17 existing as of the Closing Date, ☐ on the Closing Date or ☒ Two weeks following closing date

18 11. Condition of Property. Seller represents that, to the best of Seller's knowledge, there are no
19 pending or threatened notices of violation of any laws, codes, rules, or regulations applicable to the Property
20 ("Laws"), and Seller is not aware of any such violations or any concealed material defects in the Property. Risk of
21 loss or damage to the Property shall be Seller's until closing and Buyer's at and after closing. No agent of Seller
22 nor any agent of Buyer has made any representations regarding the Property. The real estate licensees named in
23 this Agreement have made no representations to any party regarding the condition of the Property, the operations
24 on or income from the Property, or whether the Property or the use thereof complies with Laws. Except for Seller's
25 representations set forth in this Section 11, Buyer shall acquire the Property "AS IS" with all faults and Buyer shall
26 rely on the results of its own inspection and investigation in Buyer's acquisition of the Property. It shall be a
27 condition of Buyer's obligation to close, and of Seller's right to retain the Earnest Money as of closing, that all of
28 the Seller's representations and warranties stated in this Agreement are materially true and correct on the Closing
29 Date. Seller's representations and warranties stated in this Agreement shall survive closing.

30 12. Personal Property. This sale includes the following personal property: ☒ none
31 _____ or ☐ the personal property located on and used in
32 connection with the Property and owned by Seller which Seller shall itemize in a schedule. Seller shall deliver to
33 Buyer such schedule within _____ days after the Execution Date.

34 13. Agency Disclosure. The following agency relationship(s) in this transaction is (are) hereby
35 consented to and acknowledged:

36 (a) ☒ Windermere Commercial Realty (selling real estate licensee) is the agent of
37 (check one): ☐ Buyer exclusively as an agent of Buyer; ☐ Seller exclusively as an agent of Seller; ☒ both Seller
38 and Buyer as set out in the in-company agreement.

39 (b) ☐ _____ (listing agent if not the same as selling agent) is the
40 agent of (check one): ☐ Seller exclusively as Seller's agent; ☐ both Seller and Buyer as set out in the in-company
41 agreement.

42 (c) ☐ _____ (real estate licensee) both Seller and Buyer in a
43 limited dual agency relationship pursuant to separate agreement.

ACKNOWLEDGED

Buyer:
Buyer:
Seller:
Seller:

Robert Thurst
Hoang Hoa

Dated:
Dated:
Dated:
Dated:

8-25-98 *CHB*
10-13-98
Designated
Broker(s)
Initials

14. Notices. Unless otherwise specified, any notice required or permitted in, or related to, this Agreement must be in writing and signed by the party to be bound. Any notice or payment will be deemed given when personally delivered or delivered by facsimile transmission (with electronic confirmation of delivery), or will be deemed given on the day following delivery of the notice by reputable overnight courier or through mailing in the U.S. mails, postage prepaid, by the applicable party to the address of the other party shown in this Agreement, unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed delivered on the next following business day. If the deadline under this Agreement for delivery of a notice or payment is a Saturday, Sunday, or legal holiday, such last day will be deemed extended to the next following business day.

15. Assignment. Buyer ☐ may assign ☐ may not assign ☒ may assign, if the assignee is an entity owned and controlled by Buyer (may not assign, if no box is checked) this Agreement or Buyer's rights under this Agreement without Seller's prior written consent. If Seller's consent is required for assignment, such consent may be withheld in Seller's sole discretion.

16. Attorneys' Fees. In the event a suit, action, arbitration, or other proceeding of any nature whatsoever, including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted, or the services of an attorney are retained, to interpret or enforce any provision of this Agreement or with respect to any dispute relating to this Agreement, the prevailing party shall be entitled to recover from the losing party its attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith. In the event of suit, action, arbitration, or other proceeding, the amount thereof shall be determined by the judge or arbitrator, shall include fees and expenses incurred on any appeal or review, and shall be in addition to all other amounts provided by law.

17. Statutory Land Use Disclaimer. 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 AND 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 THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES.

18. Miscellaneous. Time is of the essence of this Agreement. The facsimile transmission of any signed document including this Agreement shall be the same as delivery of an original. At the request of either party, the party delivering a document by facsimile will confirm facsimile transmission by signing and delivering a duplicate original document. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same Agreement. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements between them with respect thereto. Without limiting the provisions of Section 15 of this Agreement, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. The person signing this Agreement on behalf of Buyer and the person signing this Agreement on behalf of Seller each represents, covenants and warrants that such person has full right and authority to enter into this Agreement and to bind the party for whom such person signs this Agreement to the terms and provisions of this Agreement. This Agreement shall not be recorded unless the parties otherwise agree.

19. Addendums; Exhibits. The following named addendums and exhibits are attached to this Agreement and incorporated within this Agreement: ☒ none or ☐

20. Time for Acceptance. Seller has until 5:00 p.m. Pacific Time on August 28, 1998 to accept this offer. Acceptance is not effective until a copy of this Agreement which has been signed and dated by Seller is actually received by Buyer. If this offer is not so accepted, it shall expire and the Earnest Money shall be promptly refunded to Buyer.

21. Seller's Acceptance and Brokerage Agreement. Seller agrees to sell the Property on the terms and conditions in this Agreement and further agrees to pay a commission in the total amount computed in accordance with the listing agreement or other commission agreement. If there is no written listing agreement or other commission agreement, Seller hereby agrees to pay a commission of ☒ six percent (6 %) of the purchase price or ☐ \$. The commission is earned as of the date this Agreement is signed by Seller and Buyer. Unless otherwise provided in a separate written agreement, the real estate commission is due on the Closing Date or upon Seller's breach of this Agreement, whichever occurs first. If the Earnest Money is forfeited and retained by Seller in accordance with this Agreement, in addition to any other rights the listing agent may have, the listing agent shall be entitled to fifty percent (50%) of the Earnest Money, not to exceed any agreed commission, and Seller hereby assigns to the listing agent such amount.

22. Execution Date. The Execution Date is the later of the two dates shown beneath the parties' signatures below.

23. Governing Law. This Agreement is made and executed under, and in all respects shall be governed and construed by the laws of the State of Oregon.

CONSULT YOUR ATTORNEY. THIS DOCUMENT HAS BEEN PREPARED FOR SUBMISSION TO YOUR ATTORNEY FOR REVIEW AND APPROVAL PRIOR TO SIGNING. NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE COMMERCIAL ASSOCIATION OF REALTORS® PORTLAND/VANCOUVER OR BY THE REAL ESTATE LICENSEES INVOLVED WITH THIS DOCUMENT AS TO THE LEGAL SUFFICIENCY OR TAX CONSEQUENCES OF THIS DOCUMENT.

THIS FORM SHOULD NOT BE MODIFIED WITHOUT SHOWING SUCH MODIFICATIONS BY REDLINING, INSERTION MARKS, OR ADDENDA.

Buyer: Robert Oberst

Seller: _____

Robert Oberst

By _____

By _____

Title Mult. Co. Property Manager

Title _____

Execution Date 8-25-98

Execution Date _____

Time of Execution 4:00 PM

Time of Execution _____

Home Phone _____

Home Phone 493-4445

Office Phone 248-3851

Office Phone _____

Address 2505 SE 11th

Address 2030 NE 40th

Portland, Oregon 97202

Portland, Oregon 97212

Fax No. 248-5082

Fax No. _____

SELLER'S COUNTER-OFFER

Date: September 9, 1998

Seller's Counter-Offer with reference to Buyer's offer via the Purchase and Sale agreement dated August 24, 1998 between Hoang Hoang Tuong, Seller, and, Multnomah County, Buyer, for property located at 2030 NE 40th, Portland, Oregon.

Having considered the said Buyer's offer, the undersigned Seller agrees to accept and consummate the sale of said property for the price and terms set forth, except as modified below:

1. Purchase Price:

The total purchase price is four hundred and eight thousand and one hundred dollars (\$408,100).

8. Closing of Sale:

The sale shall close on or before 5 months following removal of contingencies.

10. Possession:

Buyer shall be entitled to exclusive possession of the property on the closing date.

Any part of Buyer's original Purchase and Sale Agreement not changed by Seller's Counter-Offer is approved and is agreed to and accepted by both Buyer and Seller.

Time is of the essence of the counter-offer and unless the Buyer accepts this agreement, in writing, within three (3) days from the date of Seller's signature below, this agreement shall automatically expire and be of no force and effect.

Seller: _____

Date: _____

Buyer: _____

Date: _____

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

REVIEWED:
THOMAS SPONSER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY
BY _____
ASSISTANT COUNTY COUNSEL
DATE 10/9/98

COMMERCIAL ASSOCIATION OF REALTORS® PORTLAND/VANCOUVER
PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY
(Oregon-Commercial Form)

Dated: September 11, 1998

BETWEEN: Roberta Herget ("Seller")

AND: Multnomah County ("Buyer")

Buyer agrees to buy and Seller agrees to sell, on the following terms, the real property and all improvements thereon (the "Property") commonly known as One three story house and located at 2033 NE 41st in the City of Portland, County of Multnomah, Oregon legally described as follows: Lot 1 Block 32 in Rossmore Addition on Map 2334 of Multnomah County Taxation and Assessment Book If no legal description is inserted or attached, Buyer and Seller will attach a legal description upon receipt and reasonable approval by both parties of the Preliminary Commitment or, if applicable, the Survey.

1. Purchase Price. The total purchase price is Two hundred and forty-three thousand, eight hundred dollars (\$ 243,800), payable as follows: in cash at closing

2. Earnest Money Receipt. Upon execution of this Agreement, Buyer shall pay \$ 25,000 as earnest money (the "Earnest Money") in the form of ☐ cash or ☒ check or ☐ promissory note. Check delivered upon acceptance of Purchase and Sale Agreements by Mult. Co. Board of Commissioners. If the Earnest Money promissory note is not redeemed and paid in full when due, then (i) the Earnest Money promissory note shall be delivered and endorsed to Seller (if not already in Seller's possession), (ii) Seller may collect the Earnest Money from Buyer, either pursuant to an action on the promissory note or an action on this Agreement, and (iii) this Agreement shall be of no further force or effect. The Earnest Money shall be deposited with ☒ Fidelity National Title (the "Title Company") at the following branch: Downtown: 900 SW 5th Portland, Oregon or ☐ other _____. The Earnest Money shall be applied to the payment of the purchase price for the Property at closing. Any interest earned on the Earnest Money shall be considered to be part of the Earnest Money. In the event this agreement is terminated, the earnest money shall be returned to Buyer or retained by Seller as indicated in this agreement.

3. Conditions to Purchase. Buyer's obligation to purchase the Property is conditioned on the following: ☐ none and/or ☒ Multnomah County board approval, acceptance of offers by Sellers for neighboring properties and Hazard Materials Test. Buyer will pay for all environmental reviews, tests, title insurance and other documentation as required by this Agreement and/or ☐ Buyer's approval of the results of its property inspection described in Section 4 below. If Buyer has not given written waiver of these conditions, or stated in writing that these conditions have been satisfied, by written notice given to Seller within 40 days after the Execution Date (defined below), the Agreement shall be terminated, and the Earnest Money shall be promptly returned to Buyer except for any costs incurred by Seller for title and other documentation as required by this agreement shall be retained by Buyer.

4. Property Inspection. Seller shall permit Buyer and its agents, at Buyer's sole expense and risk, to enter the Property, at reasonable times after reasonable prior notice to Seller and after prior notice to the tenants of the Property as required by the tenants' leases, to conduct inspections, tests, and surveys concerning the structural condition of the improvements, all mechanical, electrical and plumbing systems, hazardous materials, pest infestation, soils conditions, wetlands, American with Disabilities Act compliance, and other matters affecting the suitability of the Property for Buyer's intended use and/or otherwise reasonably related to the purchase of the Property. Buyer shall indemnify, hold harmless, and defend Seller from all liens, costs, and expenses, including reasonable attorneys' fees and experts' fees, arising from or relating to Buyer's entry on and inspection of

1 the Property. This agreement to indemnify, hold harmless, and defend Seller shall survive closing or any
2 termination of this Agreement.

3 5. Seller's Documents. Within 7 days after the Execution Date, Seller shall deliver to
4 Buyer, at Buyer's address shown below, legible and complete copies of the following documents and other items
5 relating to the ownership, operation, and maintenance of the Property, to the extent now in existence and to the
6 extent such items are within Seller's possession or control: any federal, state, county or city documents, liens
7 etc.

8 6. Title Insurance. Within 7 days after the Execution Date, Seller shall deliver to
9 Buyer a preliminary title report from the Title Company (the "Preliminary Commitment"), together with complete
10 and legible copies of all documents shown therein as exceptions to title, showing the status of Seller's title to the
11 Property. Buyer shall have 7 days after receipt of a copy of the Preliminary Commitment within which to
12 give notice in writing to Seller of any objection to such title or to any liens or encumbrances affecting the Property.
13 Within 7 days after the date of such notice from Buyer, Seller shall give Buyer written notice of whether
14 it is willing and able to remove the objected-to exceptions. Within 7 days after the date of such notice
15 from Seller, Buyer shall elect whether to purchase the Property subject to the objected-to exceptions which Seller is
16 not willing or able to remove or terminate this Agreement. On or before the Closing Date (defined below), Seller
17 shall remove all exceptions to which Buyer objects and which Seller agrees Seller is willing and able to remove.
18 All remaining exceptions set forth in the Preliminary Commitment and agreed to by Buyer shall be
19 "Permitted Exceptions." The title insurance policy to be delivered by Seller to Buyer at closing shall contain no
20 exceptions other than the Permitted Exceptions and the usual preprinted exceptions in an owner's standard form
21 title insurance policy.

22 7. Default; Remedies. If the conditions to Buyer's obligation to close this transaction are
23 satisfied or conditions required for the property are waived by Buyer and Buyer nevertheless fails,
24 through no fault of Seller, to close the purchase of the Property, Seller shall retain the Earnest Money paid
25 by Buyer and shall be entitled to pursue any other remedies available at law or in equity. In the event Seller
26 fails, through no fault of Buyer, to close the sale of the Property, Buyer shall be entitled to pursue
27 any remedies available by law or in equity, including without limitation, the remedy of specific performance.

28 8. Closing of Sale. The sale shall close on or before 10 days following the first to occur of the
29 following options. Either five months from Buyer's removal of conditions listed in #3 or upon Buyer's
30 removal of conditions listed in #3 and Seller vacating the property. Should Seller vacate the property prior to
31 the five months then Seller will notify Buyer, in writing, at least 10 days prior to vacating the property.
32 Because the seller will retain possession up to five months after removal of Buyer's conditions to purchase
33 and buyer does not want the actual closing to occur until buyer receives possession, the following will occur:
34 the transfer of title shall be executed and held by Title Company, but not recorded. The remainder of the
35 purchase price will be deposited into the escrow account in the name of Seller and be considered Earnest
36 Money until the actual closing occurs. During this period Seller will maintain a fire insurance policy on the
37 dwelling that names Buyer as an additional insured. Within 10 days of written notice by Seller to buyer and
38 Title Company, or at the end of the five month period, the actual closing will occur when the document
39 conveying title is recorded and funds are distributed to Seller. At closing, the documents necessary for
40 transfer of property and the funds being held for Seller by the Title Company shall be released to respective
41 parties. At closing, Seller shall deliver a certification in a form approved by Buyer that Seller is not a "foreign
42 person" as such term is defined in the Internal Revenue Code and the Treasury Regulations promulgated under the
43 Internal Revenue Code. If Seller is a foreign person and this transaction is not otherwise exempt from FIRPTA
44 regulations, the Title Company shall be instructed by the parties to withhold and pay the amount required by law to
45 the Internal Revenue Service. At closing, Seller shall convey fee simple title to the Property to Buyer by ☒
46 statutory warranty deed or ☐ (the "Deed"). If this Agreement provides for the conveyance by Seller of a
47 vendee's interest in the Property by a contract of sale, Seller shall deposit with the Title Company (or
48 other mutually acceptable escrow) the executed and acknowledged Deed, together with written instructions to
49 deliver such deed to Buyer upon payment in full of the purchase price. At closing, Seller shall deliver to Buyer a

standard form owner's policy of title insurance, at Buyer's expense, in the amount of the purchase price insuring fee simple title to the Property in Buyer subject only to the Permitted Exceptions and the standard preprinted exceptions in a standard form policy.

9. Closing Costs; Prorates. Buyer shall pay the premium for the title insurance policy which Seller is required to deliver pursuant to the above paragraph. Buyer shall pay escrow fees charged by the Title Company, any excise tax, and any transfer tax. Real property taxes for the tax year in which the transaction is closed, assessments (if a Permitted Exception), personal property taxes, rents on existing tenancies paid for the month of closing, interest on assumed obligations, and utilities shall be prorated as of the Closing Date. Prepaid rents, security deposits, and other unearned refundable deposits regarding the tenancies shall be assigned and delivered to Buyer at closing. The Property ☐ does ☒ does not qualify for a special tax assessment or deferral program as follows: ☐ Seller ☐ Buyer ☐ N/A shall be responsible for payment of all taxes, interest, and penalties, if any, upon removal of the Property from such special assessment or program.

10. Possession. Buyer shall be entitled to exclusive possession of the Property, ☒ on the Closing Date or ☐ _____

11. Condition of Property. Seller represents that, to the best of Seller's knowledge, there are no pending or threatened notices of violation of any laws, codes, rules, or regulations applicable to the Property ("Laws"), and Seller is not aware of any such violations or any concealed material defects in the Property. Risk of loss or damage to the Property shall be Seller's until closing and Buyer's at and after closing. No agent of Seller nor any agent of Buyer has made any representations regarding the Property. The real estate licensees named in this Agreement have made no representations to any party regarding the condition of the Property, the operations on or income from the Property, or whether the Property or the use thereof complies with Laws. Except for Seller's representations set forth in this Section 11, Buyer shall acquire the Property "AS IS" with all faults and Buyer shall rely on the results of its own inspection and investigation in Buyer's acquisition of the Property. It shall be a condition of Buyer's obligation to close, and of Seller's right to retain the Earnest Money as of closing, that all of the Seller's representations and warranties stated in this Agreement are materially true and correct on the Closing Date. Seller's representations and warranties stated in this Agreement shall survive closing.

12. Personal Property. Seller retains right to storm doors. In the event the home is torn down, Buyer will donate all reusable materials such as storm windows, furnaces, etc. to a charitable (non-profit) organization such as Habitat for Humanity.

13. Agency Disclosure. The following agency relationship(s) in this transaction is (are) hereby consented to and acknowledged:

(a) ☒ Windermere Commercial (selling real estate licensee) is the agent of (check one): ☐ Buyer exclusively as an agent of Buyer; ☐ Seller exclusively as an agent of Seller; ☒ both Seller and Buyer as set out in the in-company agreement.

(b) ☐ _____ (listing agent if not the same as selling agent) is the agent of (check one): ☐ Seller exclusively as Seller's agent; ☐ both Seller and Buyer as set out in the in-company agreement.

(c) ☐ _____ (real estate licensee) both Seller and Buyer in a limited dual agency relationship pursuant to separate agreement.

ACKNOWLEDGED

Buyer:
Buyer:
Seller:
Seller:

Robert Cherst
Roberta R. Herget

Dated:
Dated:
Dated:
Dated:

9-15-98 CRB
9-14-98
Designated
Broker(s)
Initials

1 14. **Notices.** Unless otherwise specified, any notice required or permitted in, or related to, this
2 Agreement must be in writing and signed by the party to be bound. Any notice or payment will be deemed given
3 when personally delivered or delivered by facsimile transmission (with electronic confirmation of delivery), or will
4 be deemed given on the day following delivery of the notice by reputable overnight courier or through mailing in
5 the U.S. mails, postage prepaid, by the applicable party to the address of the other party shown in this Agreement,
6 unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed delivered on the next
7 following business day. If the deadline under this Agreement for delivery of a notice or payment is a Saturday,
8 Sunday, or legal holiday, such last day will be deemed extended to the next following business day.

9 15. **Assignment.** Buyer ☐ may assign ☐ may not assign ☒ may assign, if the assignee is an entity
10 owned and controlled by Buyer (may not assign, if no box is checked) this Agreement or Buyer's rights under this
11 Agreement without Seller's prior written consent. If Seller's consent is required for assignment, such consent may
12 be withheld in Seller's sole discretion.

13 16. **Attorneys' Fees.** In the event a suit, action, arbitration, or other proceeding of any nature
14 whatsoever, including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted, or the
15 services of an attorney are retained, to interpret or enforce any provision of this Agreement or with respect to any
16 dispute relating to this Agreement, the prevailing party shall be entitled to recover from the losing party its
17 attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred
18 and reasonably necessary in connection therewith. In the event of suit, action, arbitration, or other proceeding, the
19 amount thereof shall be determined by the judge or arbitrator, shall include fees and expenses incurred on any
20 appeal or review, and shall be in addition to all other amounts provided by law.

21 17. **Statutory Land Use Disclaimer.** THE PROPERTY DESCRIBED IN THIS INSTRUMENT
22 MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY
23 IS SUBJECT TO LAND USE LAWS AND REGULATIONS, WHICH, IN FARM AND FOREST ZONES, MAY
24 NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND WHICH LIMIT LAWSUITS
25 AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE
26 SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE
27 PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT
28 TO VERIFY APPROVED USES AND THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES.

29 18. **Miscellaneous.** Time is of the essence of this Agreement. The facsimile transmission of any
30 signed document including this Agreement shall be the same as delivery of an original. At the request of either
31 party, the party delivering a document by facsimile will confirm facsimile transmission by signing and delivering a
32 duplicate original document. This Agreement may be executed in two or more counterparts, each of which shall
33 constitute an original and all of which together shall constitute one and the same Agreement. This Agreement
34 contains the entire agreement and understanding of the parties with respect to the subject matter of this Agreement
35 and supersedes all prior and contemporaneous agreements between them with respect thereto. Without limiting
36 the provisions of Section 15 of this Agreement, this Agreement shall be binding upon and shall inure to the benefit
37 of the parties and their respective successors and assigns. The person signing this Agreement on behalf of Buyer
38 and the person signing this Agreement on behalf of Seller each represents, covenants and warrants that such
39 person has full right and authority to enter into this Agreement and to bind the party for whom such person signs
40 this Agreement to the terms and provisions of this Agreement. This Agreement shall not be recorded unless the
41 parties otherwise agree.

42 19. **Addendums; Exhibits.** The following named addendums and exhibits are attached to this
43 Agreement and incorporated within this Agreement: ☒ none or ☐ _____
44 _____
45 _____

46 20. **Time for Acceptance.** Buyer has until 5:00 p.m. Pacific Time on **September 14, 1998** to accept
47 this offer. Acceptance is not effective until a copy of this Agreement which has been signed and dated by Buyer is

1 actually received by Seller. If this offer is not so accepted, it shall expire and the Earnest Money shall be promptly
2 refunded to Buyer.

3 21. Seller's Acceptance and Brokerage Agreement. Seller agrees to sell the Property on the terms
4 and conditions in this Agreement and further agrees to pay a commission in the total amount computed in
5 accordance with the listing agreement or other commission agreement. If there is no written listing agreement or
6 other commission agreement, Seller hereby agrees to pay a commission of ☒ six percent (6 %) of
7 the purchase price or ☐ \$ _____. The commission is earned as of the date this
8 Agreement is signed by Seller and Buyer. Unless otherwise provided in a separate written agreement, the real
9 estate commission is due on the Closing Date or upon Seller's breach of this Agreement, whichever occurs first. If
10 the Earnest Money is forfeited and retained by Seller in accordance with this Agreement, in addition to any other
11 rights the listing agent may have, the listing agent shall be entitled to fifty percent (50%) of the Earnest Money,
12 not to exceed any agreed commission, and Seller hereby assigns to the listing agent such amount.

13 22. Execution Date. The Execution Date is the later of the two dates shown beneath the parties'
14 signatures below.

15 23. Governing Law. This Agreement is made and executed under, and in all respects shall be
16 governed and construed by the laws of the State of Oregon.

17 CONSULT YOUR ATTORNEY. THIS DOCUMENT HAS BEEN PREPARED FOR SUBMISSION TO YOUR
18 ATTORNEY FOR REVIEW AND APPROVAL PRIOR TO SIGNING. NO REPRESENTATION OR
19 RECOMMENDATION IS MADE BY THE COMMERCIAL ASSOCIATION OF REALTORS®
20 PORTLAND/VANCOUVER OR BY THE REAL ESTATE LICENSEES INVOLVED WITH THIS DOCUMENT
21 AS TO THE LEGAL SUFFICIENCY OR TAX CONSEQUENCES OF THIS DOCUMENT.

22 THIS FORM SHOULD NOT BE MODIFIED WITHOUT SHOWING SUCH MODIFICATIONS BY
23 REDLINING, INSERTION MARKS, OR ADDENDA.

24 Buyer: Robert Oberst
25 Multnomah County Property Manager

26 By Beverly Stein
27 Title Multnomah County Chair

28 Execution Date 9-15-98

29 Time of Execution 1:40 PM

30 Home Phone _____

31 Office Phone 248-3851

32 Address 2505 SE 11th

33 Portland, OR 97202

34 Fax No 248-5082

Seller: _____

Roberta Herget

By Roberta R. Herget

Title _____

Execution Date 9-14-98

Time of Execution 9:00 PM

Home Phone 281-8020

Office Phone 669-6044

Address 2033 NE 41st

Portland, OR 97212

Fax No. 669-5591

REVIEWED:
THOMAS SPONSER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY
BY Thomas Sponsler
ASSISTANT COUNTY COUNSEL
DATE 10/9/98