

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDER NO. 99-26

Authorizing Execution of Agreement for Purchase and Sale of Certain Real Property
for the Construction of Department of Health North Portland Health Clinic Project

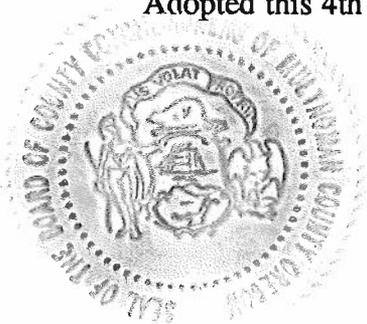
The Multnomah County Board of Commissioners Finds:

- a) The Multnomah County Department of Health provides health care services to clients in the North Portland area and immediately surrounding areas.
- b) The existing clinic is no longer adequate in size to provide such services.
- c) Real property suited to the construction of a clinic adequate to provide such services has been identified.
- d) The parcel described in the attached Agreement for Purchase and Sale 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, Larry B. Anderson.
- e) It appears that the purchase of the parcel described in the Agreement for Purchase and Sale before the Board this date will benefit Multnomah County.

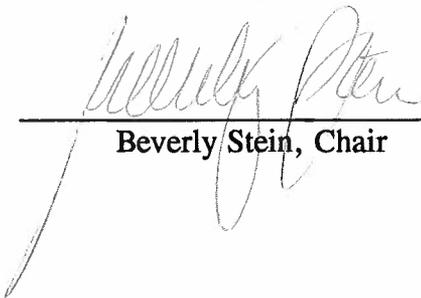
The Multnomah County Board of Commissioners Orders:

1. The Chair of the Multnomah County Board of Commissioners is authorized and directed to execute the attached Agreement for Purchase and Sale before the Board this date and any other documents required for the completion of this purchase on behalf of Multnomah County.

Adopted this 4th day of March, 1999.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel
For Multnomah County, Oregon

By 

John Thomas, Assistant County Counsel

AGREEMENT FOR PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (the "Agreement") is made and entered into as of February 18, 1999 by and between Larry B. Anderson (the "Seller"), and Multnomah County (the "Buyer").

Recitals

A. The Seller is the owner of the real property and improvements on it hereinafter referred to as the "Property," described as follows:

The Northwesterly half of Lot 4, Block 43, according to the duly filed plat of JAMES JOHN'S ADDITION TO THE TOWN OF ST. JOHNS, in the City of Portland, filed December 18, 1876, in Plat Book 1, Page 78, Records of the County of Multnomah and State of Oregon.

B. The Buyer desires to purchase from the Seller, and the Seller desires to sell to the Buyer the Property. The terms of this Agreement are as follows:

1. Purchase and Sale. The Seller agrees to sell to the Buyer, and the Buyer agrees to purchase from the Seller, the Property upon the terms and conditions set forth in this Agreement.

2. Purchase Price. The purchase price for the Property shall be \$180,000.

3. Payment of Purchase Price. The purchase price shall be payable as follows:

(a) On or before the closing date, the Buyer shall deposit into escrow cash, a wire transfer of funds, a certified check, or a cashier's check in the amount of \$180,000.

(b) Upon execution of this agreement, Buyer shall pay to Seller in addition to the purchase price, the sum of \$20,005.25 as relocation payments payable to Buyer under state law as a result of this agreement. Buyer agrees that said sum together with the sum of \$950.00 for moving of buyer's residential personal property (which \$950.00 will be paid upon submission of an application) is the entire sum due to Buyer as relocation for Buyer and Buyer's immediate family for expenses related to moving of Buyer's personal property from the Property as a result of this transaction. Buyer and Seller agree that Buyer may be entitled to additional relocation benefits in addition to expenses related to moving Seller's personal property. Application for such benefits shall be made through Buyer's agent, the Oregon Department of Transportation.

4. Escrow

(a) Opening of Escrow. Buyer has opened an Escrow for consummating this transaction at Oregon Title Insurance Company ("Escrow Holder"). The Buyer and the Seller shall deliver a fully executed copy of this Agreement to the Escrow Holder. The Buyer and the Seller hereby authorize their respective attorneys to execute and deliver into escrow any additional or supplemental instructions as may be necessary or convenient to implement the terms of this Agreement and to close this transaction.

(b) Closing Date. This transaction shall close on or before March 19, 1999 (the "Closing Date").

5. Conditions to Closing

(a) Conditions Precedent to Buyer's Obligations. The close of escrow and the Buyer's obligations are subject to the satisfaction, not later than the Closing Date (unless otherwise provided), of the following conditions, and the obligations of the parties with respect to such conditions are as follows:

(i) Title. At closing the Seller shall convey fee simple title to the Property by statutory warranty deed, subject only to nondelinquent real property taxes, exceptions numbered 1, 2, 3, 4 and 5 on Preliminary Title Report Order No. 761823m attached hereto as Exhibit 1 and other matters that may be approved in writing by the Buyer.

(ii) No Material Changes. At the Closing Date, there shall have been no material adverse changes related to or connected with the Property, whether directly or indirectly.

(iii) Title Insurance. As of the close of escrow, the Escrow Holder shall have issued or shall have committed to issue the title policy to the Buyer.

The conditions set forth in this Paragraph 5(a) are solely for the benefit of the Buyer and may be waived only by the Buyer. The Buyer shall at all times have the right to waive any condition. Such waiver or waivers shall be in writing to the Seller. The waiver by the Buyer of any condition shall not relieve the Seller of any liability or obligation with respect to any representation, warranty, covenant, or agreement of the Seller. Neither the Seller nor the Buyer shall act or fail to act for the purpose of permitting or causing any condition to fail (except to the extent the Buyer, in its own discretion, exercises its right to disapprove any such items or matters).

(b) Conditions Precedent to Seller's Obligations. The close of escrow and the Seller's obligations are subject to the Buyer's delivery to the Escrow Holder on or before the Closing Date, for disbursement as provided herein, of the purchase price and the documents and materials described in Paragraph 6(b).

(c) Failure of Conditions to Closing. In the event any of the conditions set forth in Paragraph 5(a) or Paragraph 5(b) are not timely satisfied or waived, for a reason other than the default of the Buyer or the Seller under this Agreement:

(i) This Agreement, the escrow, and the rights and obligations of the Buyer and the Seller shall terminate, except as otherwise provided herein; and

(ii) The Escrow Holder is hereby instructed to promptly return to the Seller and the Buyer all funds and documents deposited by them, respectively, in escrow that are held by the Escrow Holder on the date of the termination (minus, in the case of the party otherwise entitled to such funds, however, the amount of any cancellation charges required to be paid by that party under Paragraph 5(d)).

(d) Cancellation Fees and Expenses. In the event this escrow terminates because of the nonsatisfaction of any condition for a reason other than the default of the Seller under this Agreement, the cancellation charges required to be paid by and to the Escrow Holder shall

be borne by the Buyer. In the event this escrow terminates because of the Seller's default, the cancellation charges required to be paid by and to the Escrow Holder shall be borne by the Seller.

6. Deliveries to Escrow Holder

(a) By Seller. On or before the Closing Date, the Seller shall deliver the following in escrow to the Escrow Holder:

(i) Deed. A statutory warranty deed, substantially in the form attached as Exhibit 2, duly executed and acknowledged in recordable form by the Seller, conveying the Property to the Buyer subject only to nondelinquent property taxes, items exceptions 1,2,3,4 and 5 on Exhibit 1, and other matters that may be approved in writing by the Buyer.

(ii) Nonforeign Certification. The Seller represents and warrants that it is not a "foreign person" as defined in IRC §1445. The Seller will give an affidavit to the Buyer to this effect in the form required by that statute and related regulations.

(iii) Lien Affidavits. Any lien affidavits or mechanic's lien indemnifications as may be reasonably requested by the Escrow Holder in order to issue the title policy.

(b) By Buyer. On or before the Closing Date, the Buyer shall deliver the following in escrow to the Escrow Holder:

(i) Purchase Price. The purchase price in accordance with Paragraph B.3a above.

7. Deliveries to Buyer at Closing/Rights to Personal Property Remaining on Premises. The Seller shall deliver possession of the Property to the Buyer at close of escrow together with all keys to all entrance doors to the improvements on the Property. The parties further agree that all personal property on the premises on the date of closing shall be deemed to be abandoned by Seller and may be disposed of by Buyer at Buyer's sole discretion without any liability to Seller.

8. Title Insurance. At closing, the Seller shall provide, at Buyer's expense, an ALTA Standard Owner's title insurance policy in the amount of the purchase price specified above, insuring title vested in the Buyer, subject only to nondelinquent real property taxes, items 1, 2, 3, 4, and 5 of the Preliminary Title Report attached hereto as Exhibit 1 and other matters that may be approved in writing by the Buyer.

9. Adjustments. The Buyer shall pay all escrow fees and costs and all recording charges. The Buyer and the Seller shall each pay legal fees and professional fees of other consultants incurred by the Buyer and the Seller, respectively.

10. Prorations

(a) General. Taxes shall be prorated between Buyer and Seller as of the Closing Date. For the purpose of calculating proration, the Buyer shall be deemed to be in title to the Property and, therefore responsible for the taxes for the entire day following the Closing Date.

12. Seller's Representations and Warranties. In addition to any express agreements of the Seller contained here, the following constitute representations and warranties of the Seller to the Buyer:

(i) Except as revealed by Exhibit 1, there are no proceedings, governmental administrative actions, or judicial proceedings pending or, to the best of the Seller's knowledge, contemplated under any federal, state, or local laws relating to the property.

(ii) Seller will not enter into any new leases after the date of this agreement.

(iii) No leasing or brokerage fees or commissions of any nature whatsoever shall become due or owing to any person, firm, corporation, or entity after closing with respect to the sale of the Property.

13. As Is. Other than the Seller's representations and warranties contained in this Agreement and those contained in any instrument delivered to the Buyer at closing, the Buyer acknowledges that it is purchasing the Property AS IS.

14. Buyer's Representations and Warranties. In addition to any express agreements of the Buyer contained here, the following constitute representations and warranties of the Buyer to the Seller:

(a) The Buyer 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) All requisite action has been taken by the Buyer in connection with entering into this Agreement and the instruments referred to here and the consummation of the transactions contemplated here. No further consent of any other party is required.

(c) The persons executing this Agreement and the instruments referred to here on behalf of the Buyer have the legal power, right, and actual authority to bind the Buyer to the terms and conditions of this Agreement.

15. Notices. All notices or other communications required or permitted under this Agreement shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received three days after deposit in the United States mail.

To Buyer: c/o Bob Oberst
 2505 SE 11th
 Portland, OR 97202

To Seller: c/o Phillip Yates
 30240 SW Parkway Avenue
 Wilsonville, OR 97070

Notice of change of address shall be given by written notice in the manner detailed in this paragraph.

16. Required Actions of Buyer and Seller. The Buyer and the Seller agree to execute all such instruments and documents and to take all actions pursuant to the provisions of this Agreement in order to consummate the purchase and sale contemplated and shall use their best efforts to accomplish the close of escrow in accordance with the provisions here.

17. Entry. The Buyer, its agents, and designees shall prior to closing have reasonable access to the Property.

18. Legal and Equitable Enforcement of This Agreement

(a) Default by the Seller. In the event the close of escrow and the consummation of the transaction here contemplated do not occur by reason of any default by the Seller, the Buyer shall have the right to pursue any other remedy available to it at law or equity, including the specific performance of this Agreement.

(b) Default by the Buyer. In the event the close of escrow and the consummation of the transaction here contemplated do not occur by reason of any default by the Buyer, Seller shall have the right to pursue any other remedy available to it at law or equity, including the specific performance of this Agreement.

19. Miscellaneous

(a) Partial Invalidity. If any term or provision of this Agreement or the application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(b) Waivers. No waiver of any breach of any covenant or provision contained here shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision here contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

(c) Survival of Representations. The covenants, agreements, representations, and warranties made here shall survive the close of escrow and shall not merge into the deed and the recordation of it in the official records.

(d) Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the permitted successors and assigns of the parties to it.

(e) Attorney Fees. In the event a party to this Agreement brings any action or suit against another party to this Agreement by reason of any breach of any of the covenants, agreements, or provisions on the part of the other party arising out of this Agreement, then in that event the prevailing party shall be entitled to have and recover from the other party all costs and expenses of the action or suit, including actual attorney fees, at trial and on appeal.

(f) Entire Agreement. This Agreement (including any exhibits attached to it) is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter of the Agreement and supersedes all prior understandings with respect to it, including but not limited to, the Sale Agreement and Receipt for Earnest Money and all addenda thereto and/or modifications thereof. This Agreement may not be modified, changed, supplemented, or terminated, nor may any obligations under it be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as

otherwise expressly permitted here. The parties do not intend to confer any benefit on any person, firm, or corporation other than the parties hereto.

(g) Time of Essence. The Seller and the Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation, and provision.

(h) Construction. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural, and the masculine shall include the feminine, and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared it. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. All exhibits referred to in this Agreement are attached and incorporated by this reference. In the event the date on which the Buyer or the Seller is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

20. Governing Law. The parties acknowledge that this Agreement has been negotiated and entered into in the state of Oregon. The parties expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the state of Oregon.

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 MAY 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.

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

BUYER: _____
By: [Signature]
Multnomah County Chair
Title
Date: March 4, 1999

SELLER: Larry B. Anderson
[Signature]
Date: 2/18/99

REVIEWED:
THOMAS SPONSLER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY
BY [Signature]
ASSISTANT COUNTY COUNSEL
DATE 2/18/99

