

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

**RESOLUTION NO. 2016-030**

Approving the Purchase of the Real Property Located at 5120 SE Milwaukie Avenue, Portland, OR 97202.

**The Multnomah County Board of Commissioners Finds:**

- a. Through Budget Modification SUPP02-NOND-02-16 (March 17, 2016), the Board approved the appropriation of one-time only funds for "leasing and purchasing properties for shelter and housing, due diligence, renovation, and capital improvements" in furtherance of the mission of A Home for Everyone for Everyone ("AHFE").
- b. The County has pursued this acquisition in response to the recommendations put forward by the AHFE Coordinating Board to significantly expand shelter and services to people experiencing homelessness, including the more than 500 women who are entirely unsheltered each night in Multnomah County. Upon acquisition, a community stakeholder process will be initiated.
- c. The Property is of sufficient size and is strategically located near public transportation and social services to serve as a resource center for homeless and at risk people, potentially offering a range of services, including shelter, support services related to employment, housing, and health care; future uses could include the development of affordable housing or other use meeting the human services needs of County residents.
- d. The County has entered into a Purchase and Sale Agreement ("PSA") for acquisition of the property located at 5120 SE Milwaukie Avenue, Portland, OR 97202 ("Property"). Under the terms of the PSA, the County's obligation to purchase the Property is contingent upon Board approval.
- e. County ownership and use of the Property will substantially advance the mission of A Home for Everyone and it is in the best interest of the public and Multnomah County to approve the purchase of the Property.

**The Multnomah County Board of Commissioners Resolves:**

1. The Board approves the purchase of the Property.
2. The Chair is authorized to execute all documents necessary to complete the purchase of the Property substantially consistent with the terms and conditions of the PSA.

**ADOPTED this 14th day of April, 2016.**



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

*Deborah Kafoury*

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Deborah Kafoury, Chair

REVIEWED:

JENNY M. MADKOUR, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By

*Jed Tomkins*  
Jed Tomkins, Assistant County Attorney

SUBMITTED BY: Deborah Kafoury, Chair, Multnomah County Board of Commissioners.

**Amendment 3**  
**to the**  
**Purchase and Sale Agreement dated January 12, 2016**  
**between**  
**City of Portland ("Buyer")**  
**and**  
**Society of St. Vincent DePaul of Oregon ("Seller")**  
**Address: 5120 SE Milwaukie Avenue, Portland, Oregon 97202**

This Amendment shall serve to modify the above referenced Purchase and Sale Agreement, the Buyer's Back-Up Position Addendum dated January 18, 2016, and all addenda and amendments to the Purchase and Sale Agreement (together, the "Agreement"). The wording contained in this Amendment shall supersede any conflicting wording contained in the Agreement. Therefore, Buyer and Seller hereby agree to the following modifications:

1. Upon execution of this Amendment, the Purchase and Sale Agreement is assigned to Multnomah County ("the County") with the County assuming all "Buyer" responsibilities in place of the City, provided that the County's obligation as Buyer to purchase the Property is conditioned on adoption by the Multnomah County Board of Commissioners of a resolution approving the purchase of the Property and authorizing the County Chair to execute all documents necessary to close the purchase. The deadline for such Board approval shall be not later than Monday, April 18, 2016.
2. Upon execution of this Amendment, the City of Portland shall have a Back-Up Position upon the same terms as the *Buyer's Back-Up Position Addendum* dated January 18, 2016, with the County being recognized as the First Position Buyer until a termination of the County's First Position Buyer rights.
3. If the County terminates its First Position Buyer rights, the City of Portland should move into First Position and continue transaction with Seller. The Parties agree that the deadline for the formal approval by the City Council, in the form of resolution or ordinance, of the terms and conditions set forth in the Purchase and Sale Agreement shall be adjusted to be not later than Wednesday, April 20, 2016.
4. Both City and County hereby approve the results of the General Conditions described in Section 2.1 of the Purchase and Sale Agreement with the following exceptions: 1) The remaining Conditions which require Buyer approval are the County Board or City Council formal approval described herein in Sections 1 and 3 of this Amendment; and 2) Seller completion of Owner's Affidavit in the form provided by the Title Company and submittal to Title Company prior to Closing in order to remove General Exception 5 from Title Report.
5. Notice of written waiver of Conditions shall be according to Section 2.2 of the Purchase and Sale Agreement.

All of the terms and conditions of the Agreement referenced above not changed herein remain in full force and effect.

DS  
Signature Page to Follow

*[Handwritten Signature]*

DocuSigned by:

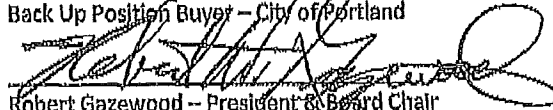
Bryant Enge

AGREED AND ACCEPTED:

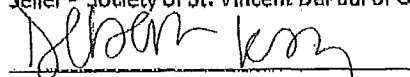
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3/30/2016

Bryant Enge, Director – Bureau of Internal Business Services  
Back Up Position Buyer – City of Portland



Robert Gazewood – President & Board Chair  
Seller – Society of St. Vincent DePaul of Oregon



Deborah Kafoury – County Board Chair  
First Position Buyer – Multnomah County

Date

3/30/2016

Date

3/30/16

Date

**Amendment 2**  
to the  
Purchase and Sale Agreement dated January 12, 2016  
between  
City of Portland ("Buyer")  
Society of St. Vincent DePaul of Oregon ("Seller")  
Address: 5120 SE Milwaukie Avenue  
Portland, Oregon 97202

This Amendment shall serve to modify the above referenced Purchase and Sale Agreement, the Buyer's Back-Up Position Addendum dated January 18, 2016, and all addenda and amendments to the Purchase and Sale Agreement (together, the "Agreement"). The wording contained in this Amendment shall supersede any conflicting wording contained in the Lease. Therefore, Buyer and Seller hereby agree to the following modifications:

The deadline for mutual agreement on the sale-leaseback agreement referred to in Section 2.1 and Section 9 of the Agreement will be extended until Wednesday, March 23, 2016.

All of the terms and conditions of the Agreement referenced above and not changed herein remain in full force and effect.

DocuSigned by:  
**AGREED AND ACCEPTED:**  
*Bryant Engle*  
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3/21/2016

*Bryant Engle*  
Bryant Engle, Director, Bureau of Internal Business Services  
City of Portland  
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3/21/2016 Date

Robert Gazewood – President & Board Chair  
Seller - Society of St. Vincent DePaul of Oregon

Date

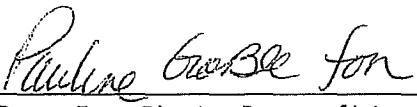
**Amendment 1**  
to the  
Purchase and Sale Agreement dated January 12, 2016  
between  
City of Portland ("Buyer")  
Society of St. Vincent DePaul of Oregon ("Seller")  
Address: 5120 SE Milwaukie Avenue  
Portland, Oregon 97202

This Amendment shall serve to modify the above referenced Purchase and Sale Agreement and the Buyer's Back-Up Position Addendum dated January 18, 2016 (together, the "Agreement"), and the wording contained in this Amendment shall supersede any conflicting wording contained in the Lease. Therefore, Landlord and Tenant hereby agree to the following modifications:

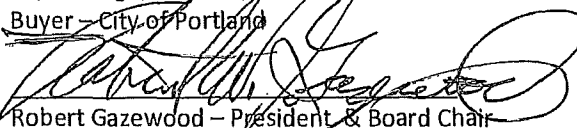
1. Within thirty (30) days after execution of this Amendment, Buyer will provide written instruction to the Escrow Agent that ten thousand dollars (\$10,000) of the Earnest Money will be released to Seller as non-refundable. If the Buyer does not provide this written instruction within the time stated, the Agreement shall be automatically terminated, and any Earnest Money deposited shall be promptly returned to Buyer according to Section 2.2 of the Agreement. Any non-refundable Earnest Money released shall be applied to the Purchase Price through Escrow at Closing. If the thirtieth day in this paragraph is a Saturday or Sunday, the Buyer will be allowed to provide its written instruction on the next business day and the Agreement will continue until such action is taken or not taken.
2. Upon execution of this Amendment, Seller shall terminate the First Position Transaction, and Buyer shall move into First Position according to the Back-up Position Addendum dated January 18, 2016.

All of the terms and conditions of the Agreement referenced above not changed herein remain in full force and effect.

AGREED AND ACCEPTED:

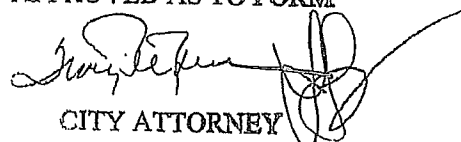
  
Bryant Enge, Director, Bureau of Internal Business Services  
Buyer - City of Portland

2/16/16  
Date

  
Robert Gazewood - President & Board Chair  
Seller - Society of St. Vincent DePaul of Oregon

2/17/2016  
Date

APPROVED AS TO FORM

  
CITY ATTORNEY

COMMERCIAL ASSOCIATION OF BROKERS OREGON/SW WASHINGTON  
PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY  
(Oregon Commercial Form)

AGENCY ACKNOWLEDGMENT

Buyer shall execute this Acknowledgment concurrent with the execution of the Agreement below and prior to delivery of that Agreement to Seller. Seller shall execute this Acknowledgment upon receipt of the Agreement by Seller, even if Seller intends to reject the Agreement or make a counter-offer. In no event shall Seller's execution of this Acknowledgment constitute acceptance of the Agreement or any terms contained therein.

Pursuant to the requirements of Oregon Administrative Rules (OAR 863-015-0215), both Buyer and Seller acknowledge having received the Oregon Real Estate Agency Disclosure Pamphlet, and by execution below acknowledge and consent to the agency relationships in the following real estate purchase and sale transaction as follows:

(a) Seller Agent: Duane Link & Tom Davies of Norris & Stevens (the "Selling Firm") is the agent of (check one):  
☐ Buyer exclusively; ☒ Seller exclusively; ☐ both Seller and Buyer ("Disclosed Limited Agency").

(b) Buyer Agent: Sara Daley & Blair Howe of Kidder Mathews (the "Buying Firm") is the agent of (check one): ☒ Buyer exclusively; ☐ Seller exclusively; ☐ both Seller and Buyer ("Disclosed Limited Agency").

If the name of the same real estate firm appears in both Paragraphs (a) and (b) above, Buyer and Seller acknowledge that a principal broker of that real estate firm shall become the Disclosed Limited Agent for both Buyer and Seller, as more fully set forth in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller and the named real estate agent(s).

ACKNOWLEDGED

Buyer: City of Portland Authorized Representative: Bryant Enge, Director, Bureau of Internal Business Services

(sign) [Signature] Date: 1/12/16  
Seller: Society of St. Vincent DePaul of Oregon Printed Name of Authorized Representative: Robert W. Gaze wood  
(sign) [Signature] Date: 2/17/2016  
Council President & Board Chair

[No further text appears on this page.]

[Signature] [Signature]  
Buyer Seller

PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

This PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY (this "Agreement") is accepted, made and entered into on the later of the two dates shown beneath the parties' signatures on the signature page attached hereto (the "Execution Date");

BETWEEN: Society of St. Vincent DePaul of Oregon ("Seller")

Address:

Home Phone:

Office Phone:

Fax No.:

E-Mail:

AND: City of Portland ("Buyer")

Address: Office of Management and Finance, 1120 SW 5<sup>th</sup> Ave, Rm 1250, Portland, OR 97204-1912

Office Phone: 503-823-6962

Fax No.: 503-823-9114

E-Mail: bryant.enge@portlandoregon.gov

1. Purchase and Sale.

1.1 Generally. In accordance with this Agreement, Buyer agrees to buy and acquire from Seller, and Seller agrees to sell to Buyer the following, all of which are collectively referred to in this Agreement as the "Property": (a) the real property and all improvements thereon generally described or located at 5120 SE Milwaukie Avenue in the City of Portland, County of Multnomah, Oregon legally described on Exhibit A, attached hereto (the "Real Estate") (if no legal description is attached, the legal description shall be based on the legal description provided in the Preliminary Report (described in Section 5), subject to the review and approval of both parties hereto), including all of Seller's right, title and interest in and to all fixtures, appurtenances, and easements thereon or related thereto; (b) any and all personal property located on and used in connection with the operation of the Real Estate and owned by Seller (the "Personal Property"), if any. If there is any Personal Property, see Section 21.2, below.

1.2 Purchase Price. The purchase price for the Property shall be two million, three hundred and fifty thousand dollars (\$2,350,000.00) (the "Purchase Price"). The Purchase Price shall be adjusted, as applicable, by the net amount of credits and debits to Seller's account at Closing (defined below) made by Escrow Holder pursuant to the terms of this Agreement. The Purchase Price shall be payable as follows:


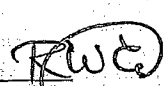
1.2.1 Earnest Money Deposit.

(a) After the Execution of this Agreement and within five (5) business days after receiving a completed W-9 from Seller, Buyer shall deliver into Escrow (as defined herein), for the account of Buyer, seventy five thousand \$75,000 as earnest money (the "Earnest Money") in the form of:

☐ Promissory note (the "Note"); ☒ Check; or ☐ Cash or other immediately available funds.

(b) The purchase and sale of the Property shall be accomplished through an escrow (the "Escrow") that Seller has established or will establish with Stewart Title, 5005 SW Meadows Road, Ste 120, Lake Oswego, OR 97035, Jan Mann, tel # 503-290-5561, jan.mann@stewart.com (the "Escrow Holder") within three (3) business days after the Execution Date. Except as otherwise provided in this Agreement: (i) any interest earned on the Earnest Money shall be considered to be part of the Earnest Money; (ii) the Earnest Money shall be non-refundable upon satisfaction or waiver of all Conditions as defined in Section 2.1; and (iii) the Earnest Money shall be applied to the Purchase Price at Closing.

Fidelity National Title, 900 SW 5th Avenue, Lobby Level, Portland,  
OR 97204, Lori Medak, tel #503-222-2424, lori.medak@fnf.com

   
Buyer Seller



1.2.2 Balance of Purchase Price. Buyer shall pay the balance of the Purchase Price at Closing by  
☒ cash or other immediately available funds.

1.3 Section 1031 Like-Kind Exchange. Each party acknowledges that either party (as applicable, the "Exchanging Party") may elect to engage in and affect a like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended, involving the Property (or any legal lot thereof) (a "1031 Exchange"). The non-exchanging party with respect to a 1031 Exchange is referred to herein as the "Cooperating Party." Buyer and Seller each hereby agrees to reasonably cooperate with the other in completing each such 1031 Exchange; provided, however, that such cooperation shall be at the Exchanging Party's sole expense and shall not delay the Closing for the Property. Accordingly, the Exchanging Party may assign the Exchanging Party's rights with respect to the Property (or any legal lot thereof) to a person or entity for the purpose of consummating a 1031 Exchange ("Intermediary"), provided that such assignment does not delay the Closing for the Property (or applicable legal lot thereof), or otherwise reduce or diminish the Exchanging Party's liabilities or obligations hereunder. Such assignment by the Exchanging Party shall not release the Exchanging Party from the obligations of the Exchanging Party under this Agreement. The Cooperating Party shall not suffer any costs, expenses or liabilities for cooperating with the Exchanging Party and shall not be required to take title to the exchange property. The Exchanging Party agrees to indemnify, defend and hold the Cooperating Party harmless from any liability, damages and costs arising out of the 1031 Exchange.

## 2. Conditions to Purchase.



2.1 Buyer's obligation to purchase the Property is conditioned on the following:

- ☒ Within sixty (60) calendar days of the Execution Date, Buyer's approval of the results of (collectively, the "General Conditions"): (a) the Property inspection described in Section 3 below; (b) the document review described in Section 4 below; and (c) title review described in Section 5;
- ☒ Within thirty (30) calendar days of the Execution Date, mutual agreement of a sale-leaseback agreement between Buyer and Seller per Section 9 of the Agreement;
- ☒ Other: within sixty (60) calendar days of the Execution Date, formal approval by the City Council, in the form of a resolution or ordinance, of the terms and conditions set forth in this Agreement and addenda (if applicable).

The General Conditions, Financing Conditions or any other Conditions noted shall be defined as "Conditions."

2.2 If, for any reason in Buyer's sole discretion, Buyer has not timely given written waiver of the Conditions set forth in Section 2.1, or stated in writing that such Conditions have been satisfied, by notice given to Seller within the time periods for such conditions set forth above, this Agreement shall be deemed automatically terminated, the Earnest Money shall be promptly returned to Buyer, and thereafter, except as specifically provided to the contrary herein, neither party shall have any further right or remedy hereunder.

3. 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 by Seller to the Tenants as required by the applicable Leases, if any, to conduct any and all inspections, tests, and surveys concerning the structural condition of the Improvements, all mechanical, electrical and plumbing systems, hazardous materials, pest infestation, soils conditions, wetlands, Americans with Disabilities Act compliance, zoning, and all other matters affecting the suitability of the Property for Buyer's intended use and/or otherwise reasonably related to the purchase of the Property including but not limited to the economic feasibility of such purchase. If the transaction contemplated in this Agreement fails to close for any reason (or no reason) as a result of the act or omission of Buyer or its agents, Buyer shall promptly restore the Property to substantially the condition the Property was in prior to Buyer's performance of any inspections or work. To the extent permitted by Oregon Law and subject to the limits of the Oregon Tort Claims Act, ORS 30.260 to 30.300, 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

   
Buyer Seller

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

4. Seller's Documents. Within five calendar (5) days after the Execution Date, Seller shall deliver to Buyer or Buyer's designee, legible and complete copies of the following documents, including without limitation, a list of the Personal Property, 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 or come within Seller's possession or control, in addition to:

- 4.1 All environmental studies, analyses, test data and property inspection reports related to the Property
- 4.2 Property survey(s)
- 4.3 Copies of all leases, contracts, easements, deed restrictions, side letters and any other documents that encumber the property or will encumber the property in the future.
- 4.4 Building plans and specifications, including certificates of occupancy and/or permits
- 4.5 Documentation of any existing notes or liens which encumber the Property
- 4.6 Completed Lead Paint Disclosure Form attached as Exhibit C

Seller shall indemnify and hold harmless and defend Buyer from all liens, costs, and expenses including reasonable attorney's fees and expert's fees, arising from or relating to Seller's failure to disclose documents outlined in Items 4.1-4.6. This agreement to indemnify, hold harmless, and defend Buyer shall survive closing or any termination of this Agreement.

5. Title Insurance. Within seven (7) calendar days after the Execution Date, Seller shall cause to be delivered to Buyer a preliminary title report from the title company (the "Title Company") selected by Seller (the "Preliminary Report"), showing the status of Seller's title to the Property, together with complete and legible copies of all documents shown therein as exceptions to title ("Exceptions"). Buyer shall have ten (10) calendar days after receipt of a copy of the Preliminary Report and Exceptions 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 seven (7) calendar days after receipt of such notice from Buyer, Seller shall give Buyer written notice of whether it is willing and able to remove the objected-to Exceptions. Without the need for objection by Buyer, Seller shall, with respect to liens and encumbrances that can be satisfied and released by the payment of money, eliminate such exceptions to title on or before Closing. Within seven (7) calendar days after receipt of such notice from Seller (the "Title Contingency Date"), Buyer shall elect whether to: (i) purchase the Property subject to those objected-to Exceptions which Seller is not willing or able to remove; or (ii) terminate this Agreement. If Buyer fails to give Seller notice of Buyer's election, then such inaction shall be deemed to be Buyer's election to terminate this Agreement. On or before the Closing Date (defined below), Seller shall remove all Exceptions to which Buyer objects and which Seller agrees, or is deemed to have agreed, Seller is willing and able to remove. All remaining Exceptions set forth in the Preliminary Report and those Exceptions caused by or agreed to by Buyer shall be deemed "Permitted Exceptions."

6. Default; Remedies. Notwithstanding anything to the contrary contained in this Agreement, in the event Buyer fails to deposit the Earnest Money in Escrow strictly as and when contemplated under Section 1.2.1 above, Seller shall have the right at any time thereafter, but prior to Buyer's deposit of the Earnest Money to Escrow, to terminate this Agreement and all further rights and obligations hereunder by giving written notice thereof to Buyer. If the conditions, if any, to Buyer's obligation to consummate this transaction are satisfied or waived by Buyer and Buyer fails, through no fault of Seller, to close on 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 return of the Earnest Money paid by Buyer or the remedy of specific performance. In no event shall either party be entitled to punitive or consequential damages, if any, resulting from the other party's failure to close the sale of the Property.

  
Buyer  
  
Seller

152 7. Closing of Sale.

153  
154 7.1 Buyer and Seller agree the sale of the Property shall be consummated, in Escrow ☒ ten(10)  
155 business days after the conditions set forth in Sections 2.1, 3, 4 and 5 have been satisfied or waived in writing by Buyer  
156 (the "Closing" or the "Closing Date"). The sale of the Property shall be deemed closed when the document(s)  
157 conveying title to the Property is/are delivered and recorded and the Purchase Price is disbursed to Seller.

158  
159 7.2 At Closing, Buyer and Seller shall deposit with the Escrow Holder all documents and funds required  
160 to close the transaction in accordance with the terms of this Agreement. At Closing, Seller shall deliver a certification  
161 in a form provided by the Escrow Holder confirming whether Seller is or is not a "foreign person" as such term is defined  
162 by applicable law and regulations.


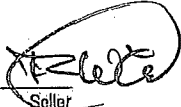
163  
164 7.3 At Closing, Seller shall convey fee simple title to the Property to Buyer by ☒ statutory warranty deed  
165 or ☐ (the "Deed"). At Closing, Seller shall cause the Title Company to deliver to Buyer a standard ALTA form  
166 owner's policy of title insurance (the "Title Policy") in the amount of the Purchase Price insuring fee simple title to the  
167 Property in Buyer subject only to the Permitted Exceptions and the standard preprinted exceptions contained in the  
168 Title Policy. Seller shall reasonably cooperate in the issuance to Buyer of an ALTA extended form policy of title  
169 insurance. Buyer shall pay any additional expense resulting from the ALTA extended coverage and any endorsements  
170 required by Buyer.

171  
172 8. Closing Costs; Prorations. Seller shall pay the premium for the Title Policy, provided, however, if Buyer  
173 elects to obtain an ALTA extended form policy of title insurance and/or any endorsements, Buyer shall pay the  
174 difference in the premium relating to such election. Seller and Buyer shall each pay one-half (1/2) of the escrow fees  
175 charged by the Escrow Holder. Any excise tax and/or transfer tax shall be paid in accordance with the local custom  
176 determined by the Title Company and applicable law. Real property taxes for the tax year of the Closing, assessments  
177 (if a Permitted Exception), personal property taxes, rents and other charges arising from existing Tenancies paid for  
178 the month of Closing, interest on assumed obligations, and utilities shall be prorated as of the Closing Date. If  
179 applicable, prepaid rents, security deposits, and other unearned refundable deposits relating to Tenancies shall  
180 be assigned and delivered to Buyer at Closing. ☒ Seller ☐ Buyer ☐ N/A shall be responsible for payment of all  
181 taxes, interest, and penalties, if any, upon removal of the Property from any special assessment or program.

182  
183 9. Leaseback and Possession. Seller shall deliver exclusive possession of the Property, subject to the  
184 Tenancies (if any) existing as of the Closing Date, to Buyer ☒ four (4) months after the Closing Date according to the  
185 sale-leaseback agreement described in Section 2.1 of the Agreement.

186  
187 10. Condition of Property. Seller represents that Seller has received no written notices of violation of any  
188 laws, codes, rules, or regulations applicable to the Property ("Laws"). Seller represents that, to the best of Seller's  
189 knowledge without specific inquiry, Seller is not aware of any such violations or any concealed material defects in the  
190 Property. Unless caused by Buyer, Seller shall bear all risk of loss and damage to the Property until Closing, and  
191 Buyer shall bear such risk at and after Closing. Except for Seller's representations set forth in this Section 10 and the  
192 attached Exhibit E, Buyer shall acquire the Property "AS IS" with all faults and Buyer shall rely on the results of its own  
193 inspection and investigation in Buyer's acquisition of the Property. It shall be a condition of Buyer's Closing obligation  
194 that all of Seller's representations and warranties stated in this Agreement are materially true and correct on the Closing  
195 Date. Seller's representations and warranties stated in this Agreement shall survive Closing for one (1) year.

196  
197 11. Operation of Property. Between the Execution Date and the Closing Date, Seller shall continue to  
198 operate, maintain and insure the Property consistent with Seller's current operating practices. After Buyer has satisfied  
199 or waived the conditions to Buyer's obligation to purchase the Property, and the Earnest Money is non-refundable,  
200 Seller may not, without Buyer's prior written consent, which consent shall not be unreasonably withheld, conditioned,  
201 or delayed, enter into: (a) any new leases or occupancy agreements for the Property; (b) any material amendments

   
Buyer Seller

or modification agreements for any existing leases or occupancy agreements for the Property; or (c) any service contracts or other agreements affecting the Property that are not terminable at the Closing.

12. Assignment. Assignment of this Agreement: ☐ is PROHIBITED; ☐ is PERMITTED, without consent of Seller; ☐ is PERMITTED ONLY UPON Seller's written consent; ☒ is PERMITTED ONLY IF the assignee is an entity owned and controlled by Buyer. Assignment is PROHIBITED, if no box is checked. If Seller's written consent is required for assignment, such consent may be withheld in Seller's reasonable discretion. In the event of a permitted assignment, Buyer shall remain liable for all Buyer's obligations under this Agreement.

13. 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 or non-defaulting party shall be entitled to recover from the losing or defaulting party its attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred in connection therewith (the "Fees"). In the event of suit, action, arbitration, or other proceeding, the amount of reasonable Fees shall be determined by the judge or arbitrator, shall include all costs and expenses incurred on any appeal or review, and shall be in addition to all other amounts provided by law.

14. Statutory Notice. 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 THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. 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 THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

15. Cautionary Notice About Liens. UNDER CERTAIN CIRCUMSTANCES, A PERSON WHO PERFORMS CONSTRUCTION-RELATED ACTIVITIES MAY CLAIM A LIEN UPON REAL PROPERTY AFTER A SALE TO THE PURCHASER FOR A TRANSACTION OR ACTIVITY THAT OCCURRED BEFORE THE SALE. A VALID CLAIM MAY BE ASSERTED AGAINST THE PROPERTY THAT YOU ARE PURCHASING EVEN IF THE CIRCUMSTANCES THAT GIVE RISE TO THAT CLAIM HAPPENED BEFORE YOUR PURCHASE OF THE PROPERTY. THIS INCLUDES, BUT IS NOT LIMITED TO, CIRCUMSTANCES WHERE THE OWNER OF THE PROPERTY CONTRACTED WITH A PERSON OR BUSINESS TO PROVIDE LABOR, MATERIAL, EQUIPMENT OR SERVICES TO THE PROPERTY AND HAS NOT PAID THE PERSONS OR BUSINESS IN FULL.

16. Brokerage Agreement. For purposes of Sections 14 and 17 of this Agreement, the Agency Acknowledgement on page 1 this Agreement is incorporated into this Agreement as if fully set forth herein. Seller agrees to pay a commission to Selling Firm in the amount of ☒ five percent (5%) of the Purchase Price. Such commission shall be divided between Selling Firm and Buying Firm such that Selling Firm receives two point five percent (2.5%) and Buying Firm receives two point five percent (2.5%). Seller shall cause the Escrow Holder to deliver to Selling Firm and Buying Firm the real estate commission on the Closing Date or upon Seller's breach of this Agreement, whichever occurs first. If the Earnest Money is forfeited by Buyer and retained by Seller in accordance

with this Agreement. In addition to any other rights the Selling Firm and Buying Firm may have, the Selling Firm and the Buying Firm, together, shall be entitled to the lesser of: (i) fifty percent (50%) of the Earnest Money; or (ii) the commission agreed to above, and Seller hereby assigns such amount to the Selling Firm and the Buying Firm,

17. 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 will be deemed delivered: (a) when personally delivered; (b) when delivered by facsimile or electronic mail transmission (in either case, with confirmation of delivery); (c) on the day following delivery of the notice by reputable overnight courier; or (d) on the day following delivery of the notice by mailing by certified or registered U.S. mail, postage prepaid, return receipt requested; and in any case shall be sent by the applicable party to the address of the other party shown at the beginning of this Agreement, unless that day is a Saturday, Sunday, or federal or Oregon State legal holiday, in which event such notice will be deemed delivered on the next following business day.

18. Miscellaneous. Time is of the essence of this Agreement. If the deadline under this Agreement for delivery of a notice or performance of any obligation is a Saturday, Sunday, or federal or Oregon State legal holiday, such deadline will be deemed extended to the next following business day. The facsimile and/or electronic mail transmission of any signed document including this Agreement in accordance with Section 18 shall be the same as delivery of an original. At the request of either party, the party delivering a document by facsimile and/or electronic mail will confirm such transmission by signing and delivering to the other party a duplicate original document. This Agreement may be executed in 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. Without limiting the provisions of Section 12 of this Agreement, this Agreement shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective successors and assigns. Solely with respect to Sections 14 and 17, Selling Firm and Buying Firm are third party beneficiaries of this Agreement. 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 its terms and provisions. Neither this Agreement nor a memorandum hereof shall be recorded unless the parties otherwise agree in writing.

19. 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 without regard to the conflicts of law provisions therein. Any litigation arising under this Agreement shall occur in the Multnomah County Circuit Court.

20. Personal Property. If applicable, Seller shall convey all Personal Property to Buyer by executing and delivering to Buyer at Closing through Escrow (as defined below), a Bill of Sale substantially in the form of Exhibit B attached hereto (the "Bill of Sale"). A list of such Personal Property shall be attached to the Bill of Sale.



21. Residential Lead-Based Paint Disclosure. N/A

22. Addenda; Exhibits. The following named addenda and exhibits are attached to this Agreement and incorporated within this Agreement:

- ☒ Exhibit A - Legal Description of Property [REQUIRED]
- ☒ Exhibit B - Bill of Sale (if applicable)
- ☒ Exhibit C - Lead Paint Disclosure Addendum

23. Time for Acceptance. If Seller does not return to Buyer a signed and dated version of this Agreement on or before 5:00 PM Pacific Time on January 15, 2016, neither party shall have any further right or obligation hereunder.

24. OFAC Certification. The Federal Government, Executive Order 13224, requires that business persons of the United States not do business with any individual or entity on a list of "Specially Designated nationals and Blocked

   
Buyer Seller

Persons" - that is, individuals and entities identified as terrorists or other types of criminals. Buyer hereinafter certifies that:

24.1 It is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, specially designated national and/or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and

24.2 It has not executed this Agreement, directly or indirectly on behalf of, or instigating or facilitating this Agreement, directly or indirectly on behalf of, any such person, group, entity, or nation.

To the extent permitted by Oregon Law and subject to the limits of the Oregon Tort Claims Act, ORS 30.260 to 30.300, Buyer hereby agrees to defend, indemnify, and hold harmless Seller from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing certification. This certification by Buyer and agreement to indemnify, hold harmless, and defend Seller shall survive Closing or any termination of this Agreement.

Buyer Signature: Bryant Enge Date: 4/12/16

25. Property Tax Certification. A certificate from Multnomah county assessor of property taxes having been paid pursuant to HB 2127 (2015), Chapter 96 (2015 laws) which was effective 10/5/15 will be required prior to close.

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 BROKERS OREGON/SW WASHINGTON OR BY THE REAL ESTATE AGENTS 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 City of Portland

By: Bryant Enge  
Name: Bryant Enge  
Title: Director Bureau of Internal Business Services  
Date: 4/12/16

APPROVED AS TO FORM

[Signature]  
CITY ATTORNEY

Seller Acceptance. By execution of this Agreement, Seller agrees to sell the Property on the terms and conditions in this Agreement.

Seller Society of St. Vincent DePaul of Oregon  
By: Robert W. Gazeewood  
Name: Robert W. Gazeewood  
Title: Council President & Board Chair  
Date: 2/17/2016

Subject to Amendment 1  
Dated 2/16/16

[Signature]

[Signature]  
Buyer Seller

CRITICAL DATE LIST:

Upon execution of the Agreement, the parties shall a transaction timeline showing critical milestones of the transaction.  
This document will be for reference purposes only and, in the event of a conflict between this Critical Date List and the Agreement, the terms of the Agreement shall prevail.

   
Buyer Seller



EXHIBIT A  
LEGAL DESCRIPTION OF PROPERTY

Legal description shall be provided with the preliminary title report.

  
Buyer

  
Seller



EXHIBIT B  
BILL OF SALE

\_\_\_ a \_\_\_ ("Seller"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby bargain, transfer, convey and deliver to \_\_\_, a \_\_\_ ("Buyer"), its successors and/or assigns:

All of the personal property owned by Seller (collectively, "Personal Property") located in or on the real property located at \_\_\_ in the City of \_\_\_, County of \_\_\_, State of \_\_\_, which Personal Property is more particularly described on Schedule 1 attached hereto and incorporated herein by reference.

Seller hereby covenants with Buyer that said Personal Property is free and clear of and from all encumbrances, security interests, liens, mortgages and claims whatsoever and that Seller is the owner of and has the right to sell same. Seller, on behalf of itself and its successors, does hereby warrant and agree to defend the title in and to said Personal Property unto Buyer, its successors or assigns against the lawful claims and demands of all persons claiming by or through Seller.

IT IS UNDERSTOOD AND AGREED THAT BUYER HAS EXAMINED THE PERSONAL PROPERTY HEREIN SOLD AND THAT THIS SALE IS MADE "AS IS, WHERE IS" AND SELLER DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OTHER THAN THE WARRANTY OF TITLE SET FORTH ABOVE, AS TO THE PERSONAL PROPERTY INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Buyer and Seller agree that this Bill of Sale shall be effective upon the delivery thereof by Seller to Buyer.

IN WITNESS WHEREOF, the parties have caused this Bill of Sale to be executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

SELLER:

BUYER:

  
Buyer

  
Seller

EXHIBIT D  
LEAD-BASED PAINT DISCLOSURE ADDENDUM  
(TO BE COMPLETED IF THE PROPERTY CONSISTS OF RESIDENTIAL HOUSING BUILT PRIOR TO 1978)

Seller and Buyer are parties to that certain Commercial Association of Brokers Oregon / SW Washington Purchase and Sale Agreement and Receipt for Earnest Money (Oregon Commercial Form) dated \_\_\_\_, 20\_\_ (the "Purchase Agreement") for the sale of the Property described therein. Capitalized terms used in this addendum without definition shall have the meanings given them in the Purchase Agreement. Except as expressly modified by this addendum and any other addendum to the Purchase Agreement executed by Buyer and Seller, the Purchase Agreement is unmodified. This addendum and the Purchase Agreement may not be modified except in a writing signed by both Seller and Buyer.

LEAD WARNING STATEMENT

EVERY PURCHASER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY ON WHICH A RESIDENTIAL DWELLING WAS BUILT PRIOR TO 1978 IS NOTIFIED THAT SUCH PROPERTY MAY PRESENT EXPOSURE TO LEAD FROM LEAD-BASED PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD POISONING. LEAD POISONING IN YOUNG CHILDREN MAY PRODUCE PERMANENT NEUROLOGICAL DAMAGE, INCLUDING LEARNING DISABILITIES, REDUCED INTELLIGENCE QUOTIENT, BEHAVIORAL PROBLEMS AND IMPAIRED MEMORY. LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. THE SELLER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY IS REQUIRED TO PROVIDE THE BUYER WITH ANY INFORMATION ON LEAD-BASED PAINT HAZARDS FROM RISK ASSESSMENTS OR INSPECTIONS IN THE SELLER'S POSSESSION AND NOTIFY THE BUYER OF ANY KNOWN LEAD-BASED PAINT HAZARDS. A RISK ASSESSMENT OR INSPECTION FOR POSSIBLE LEAD-BASED PAINT HAZARDS IS RECOMMENDED PRIOR TO PURCHASE.

AGENT'S ACKNOWLEDGMENT

Seller Agent has informed Seller of Seller's obligations under 42 U.S.C. 4852(d) and Agent is aware of his/her responsibility to ensure compliance.

SELLER'S DISCLOSURE

.1 Presence of lead-based paint and/or lead-based paint hazards (check one below):



☐ Seller has knowledge of lead-based paint and/or lead-based paint hazards in the housing (explain).

☐ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

.2 Records and reports available to Seller (check one below):

☐ Seller has provided Buyer with all available records and reports relating to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

☐ Seller has no reports or records relating to lead-based paint and/or lead-based paint hazards in the housing.

 Buyer  
 Seller

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they provided is true and accurate. A photocopy of this completed LEAD-BASED PAINT DISCLOSURE ADDENDUM, together with a copy of any documents listed in Section 2 of Seller's Disclosure above, may be treated as an original.

Seller Agent \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_  
Selling Firm \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_

**BEFORE BUYER IS OBLIGATED TO PURCHASE THIS PROPERTY UNDER ANY PURCHASE AND SALE AGREEMENT, BUYER'S AND SELLER'S SIGNATURES ARE REQUIRED ON THE FORM BELOW.**

**BUYER'S ACKNOWLEDGMENT**

1. Buyer has received copies of all information listed above in Section 2 of Seller's Disclosure of this form.

2. Buyer has received the pamphlet "Protect Your Family from Lead in Your Home,"

3. Buyer has (check one below):

☐ Elected a ten (10) day opportunity (or mutually agreed upon period) to conduct a ☐ risk assessment or ☐ inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, providing Buyer the right to rescind the Purchase Agreement by written notice to Seller no later than the end of such agreed upon 10 day period. If Buyer is not satisfied in Buyer's sole discretion with the results of such risk assessments or inspection, as applicable. Buyer and Seller hereby agree the ten (10) day period described in the preceding sentence shall begin and end \_\_\_\_, Buyer's failure to provide written notice of Buyer's election to rescind the Purchase Agreement to Seller on or before \_\_\_\_, 20\_\_ shall be deemed a waiver of Buyer's right to rescind as provided in this addendum. If Buyer timely elects to rescind the Purchase Agreement as provided herein, the Earnest Money shall be returned to Buyer, together with any interest thereon.

☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

**CERTIFICATION OF ACCURACY**

This section must be signed by Buyer before Seller signs lines below. The following parties have reviewed the information and certify, to the best of their knowledge, that the information they provided herein is true and accurate.

Buyer \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_

Buyer Agent \_\_\_\_\_ Date \_\_\_\_\_ Seller Agent \_\_\_\_\_ Date \_\_\_\_\_

Buying Firm \_\_\_\_\_ Seller Firm \_\_\_\_\_

LINES WITH THIS SYMBOL ⤵ REQUIRE A SIGNATURE

Buyer \_\_\_\_\_ Seller \_\_\_\_\_