



AGENDA COVER MEMO

Memorandum Date: October 30, 2019

Order Date: November 12, 2019

TO: Board of County Commissioners

DEPARTMENT: County Administration

PRESENTED BY: Jeff Kincaid, Management Analyst

AGENDA ITEM TITLE: ORDER/In the Matter of Authorizing Purchase of Real Property for \$3,150,000 and Delegating Authority to the County Administrator to Execute Documents Necessary to Complete the Purchase

I. MOTION

Move to approve the attached Board Order.

II. AGENDA ITEM SUMMARY

The Board is being asked to approve the purchase of real property, consisting of five contiguous tax lots located at the northeast corner of Roosevelt Boulevard and Highway 99 North for not more than \$3,150,000 and to delegate authority to the County Administrator to complete negotiations and execute documents necessary to complete the purchase. One of the buildings located on this property is intended to be the future home of the Parole and Probation main office.

III. BACKGROUND/IMPLICATIONS OF ACTION

A. Board Action and Other History

This property purchase is the result of nearly five years of planning by the Board and County staff:

- On December 16, 2014 the Board adopted the 10 Year Public Safety Plan which established a timeline for three separate phases of rebuilding Lane County's reduced public safety system. Parole & Probation was included in each phase and seeks to continue to move toward achieving the Phase II and Phase III goals.
- On September 21, 2017 the Public Safety Coordinating Council (PSCC) adopted a budget that allocated \$500,300 to Parole & Probation for

relocation from the Community Corrections Center facility, as well as \$50,000 to the Sheriff's Office to renovate the second floor of the facility once it is vacated.

- On March 20, 2018 the Board adopted the 2018-2021 Lane County Strategic Plan which included a goal to pursue a new location for Parole & Probation and renovate the existing facility to expand the Community Corrections Center.
- On May 2, 2018 the Board conducted a work session on Parole & Probation relocation and participated in a tour of the current Parole & Probation facilities.
- In June 2018, the Board of Commissioners adopted a budget that contained a capital planning reserve in the General Fund with Parole & Probation mentioned as one of the priorities. The same budgeted reserve was unspent in FY 18-19 and part of the Adopted Budget again in June 2019.
- On October 15, 2019 the Board received a status report on the progress made to relocate Parole and Probation. This update included the deliberate and engaged process that resulted in both determination of the space needs for Parole & Probation and identification of a property that best meets those needs.

B. Policy Issues

There are no policy issues for this item.

C. Board Goals

This current plan for the property purchase would facilitate the relocation and consolidation of the Parole & Probation Offices, which directly addresses the Strategic Plan Goal of *pursue a new location for Adult Parole & Probation and renovate the existing facility to expand the Community Corrections Center*. This goal is under the strategic priority of *Robust Infrastructure* and the key strategic initiative of *fund and develop new facilities that support safety and livability*.

This item also directly addresses moving toward Phases II (reduce caseload size to manageable levels to ensure greater supervision of offenders) and III (reduce caseloads to allow for implementation of "risk/need/responsivity" model and other evidence based practices; expand mentorship programs, cognitive behavioral therapy, and other programs) of the 10 Year Public Safety Plan.

In addition, this item relates to the strategic priorities of *Safe, Healthy County* and *Our People and Partnerships*. This item will improve access to services and improve the safety of the Parole & Probation work environment.

D. Financial and/or Resource Considerations

The County has, to date, expended only a relatively small amount of funds to determine space and location requirements, and to identify and select the most suitable location.

It is staff's recommendation that the property be purchased by the County General Fund and leased back to the occupants of the building(s). Renovation costs to bring the property to a standard expected by a regular commercial tenant would be paid for by the General Fund. Parole and Probation's Special Revenue Fund would pay for additional renovations to make improvements to the building to meet the specific needs of the division. This would come to the Board at a later date after design and budgeting work has been completed. Parole & Probation currently has approximately \$2.2 million in one-time reserves set aside for relocation purposes. Once Parole and Probation occupies the facility they will begin making lease payments to the General Fund consistent with the square footage used.

This property offers significant opportunities for compatible uses in the additional space on site.

E. Health Implications

There are no significant health implications for this item.

F. Analysis

The Board received a report from staff on October 15, 2019 that detailed the need, process, and benefits for relocating Parole and Probation. The only significant additions to that report are the findings of the Environmental Phase I and II assessments.

Environmental Assessment Findings

The environmental assessments conducted have highlighted several environmental issues stemming from previous uses as an orchard, gasoline service station, and automotive repair facility, in addition to the presence of several underground tanks. The extent of the issues and associated costs to rectify are not yet known. This will be a point of negotiation with the property owner.

G. Alternatives/Options

Staff has expended significant effort to locate an appropriate site for Parole and Probation's main office, but has been met with difficulty due to significant constraints on location. Therefore, the only reasonable alternative currently available would be to not relocate.

IV. RECOMMENDATION

Staff recommends that the Board approve the attached Board Order.

V. TIMING/IMPLEMENTATION

The current purchase and sale agreement provides for a due diligence period through November 19, 2019. After this date, assuming all conditions are met, we will proceed to take steps toward closing on the property. It is anticipated that closing will occur in late

December. After closing we anticipate an 18 to 30 month lead time until final move in which will accommodate all necessary design and construction work required to prepare the property for Parole & Probation.

VI. FOLLOW-UP

The County Administrator will provide the Board with an update as the transaction progresses. In addition, staff will bring forward an item to approve the remodel expenditures prior to construction.

VII. ATTACHMENTS

Board Order

Exhibit A – Purchase and Sale Agreement

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO:

In the Matter of Authorizing Purchase of Real Property for \$3,150,000 and Delegating Authority to the County Administrator to Execute Documents Necessary to Complete the Purchase

WHEREAS, the Board of Commissioners adopted the 2018-2021 Lane County Strategic Plan, which includes the goal of pursuing a new location for Adult Parole & Probation and for renovating the existing facility when vacated to expand the Community Corrections Center; and

WHEREAS, County staff have identified the property described in this Order as meeting the required criteria for a location for Adult Parole & Probation; and

WHEREAS, purchase of the property will allow the Board of Commissioners to move toward Phases II and III of the Board-adopted 10 Year Public Safety Plan; and

WHEREAS, relocating Parole & Probation to the identified location would serve to improve the accessibility and safety of the services provided there; and

WHEREAS, while the negotiated purchase agreement may provide for the County to pay for the purchase over time, the County acknowledges that it has sufficient current funds available to purchase the identified property at this time;

NOW, THEREFORE, the Board of County Commissioners of Lane County **ORDERS** as follows:

1. County staff are authorized to complete negotiations and purchase the real property described as Map 17-04-26-13, Tax Lots 4500, 4600, 4700, 4800 and 4900, for an amount not to exceed \$3,150,000, under a purchase agreement substantially in the form attached as Exhibit A.
2. The County Administrator is delegated authority to execute all documents necessary to complete the purchase and comply with the terms of the negotiated purchase agreement.

ADOPTED this ____ day of _____, 2019.

Pete Sorenson, Chair
Lane County Board of Commissioners

APPROVED AS TO FORM

Date _____

LANE COUNTY OFFICE OF LEGAL COUNSEL

LC Offer 1

COMMERCIAL ASSOCIATION OF REALTORS® 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: Tim Campbell of Campbell Commercial Real Estate (the "Selling Firm") is the agent of _____ (check _____ one):
 Buyer exclusively; Seller exclusively; both Seller and Buyer ("Disclosed Limited Agency").

(b) Buyer Agent: Bill Newland and Milton Oilar of Campbell Commercial Real Estate (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: (print) Lane County (sign)  Date: _____
Buyer: (print) _____ (sign) _____ Date: _____
Seller: (print) _____ (sign) _____ Date: _____
Seller: (print) _____ (sign) _____ Date: _____

Digitally signed by Steve Madsen
DN: cn=Steve Madsen, o=Lane County
County Administration,
email=steve.madsen@lane.gov, c=US
Date: 2015.07.18 15:46:21 -0700

[No further text appears on this page.]

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: **Wilson Investments, LLC** ("Seller")
Address: 969 Old Orchard Ln., Springfield, OR 97477
Home Phone:
Office Phone:
Fax No.:
E-Mail:

AND: **Lane County** ("Buyer")
Address: 125 E 8th Ave, Eugene, OR 97401
Home Phone: N/A
Office Phone: 541-682-3718
Fax No.: 541-682-4616
E-Mail: Jeffrey.KINCAID@co.lane.or.us

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 2699 Roosevelt Boulevard, 2687 Roosevelt Boulevard, 241 Highway 99 and 295 Highway 99 in the City of Eugene, County of Lane, Oregon, and further described as Map 17-04-26-13 tax lots 4500, 4600, 4700, 4800, 4900, legally described on Exhibit A, attached hereto (the "Real Estate"), including all of Seller's right, title and interest in and to all fixtures, appurtenances, and easements thereon or related thereto; (b) all of Seller's right, title and interest, if any, in and to any and all lease(s) to which the Real Estate is subject (each, a "Lease"); and (c) 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 there are any Leases, see Section 21.1, below. The occupancies of the Property pursuant to any Leases are referred to as the "Tenancies" and the occupants thereunder are referred to as "Tenants." If there is any Personal Property, see Section 21.2, below.

1.2 Purchase Price. The purchase price for the Property shall be Three Million One Hundred Thousand dollars (\$3,100,000) (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) Within FIVE (5) days of the Execution Date, Buyer shall deliver into Escrow (as defined herein), for the account of Buyer, \$50,000 as earnest money (the "Earnest Money") in the form of:

[X] Promissory note (the "Note"); [] Check; or [] Cash or other immediately available funds.

If the Earnest Money is being held by the [] Selling Firm [] Buying Firm, then the firm holding such Earnest Money shall deposit the Earnest Money in the [X] Escrow (as hereinafter defined) [] Selling Firm's Client Trust

47 Account Buying Firm's Clients' Trust Account, no later than 5:00 PM Pacific Time three (3) business days after
48 such firm's receipt, but in no event later than the date set forth in the first sentence of this Section 1.2.1(a).
49

50 (b) If the Earnest Money is in the form of a Note, it shall be due and payable no later
51 than 5:00 PM Pacific Time three (3) days after the Execution Date; after satisfaction or waiver by Buyer of the
52 conditions to Buyer's obligation to purchase the Property set forth in this Agreement; or Other: _____. If the
53 terms of the Note and this Agreement conflict, the terms of this Agreement shall govern. If the Note is not redeemed
54 and paid in full when due, then: (i) the Note shall be delivered and endorsed to Seller (if not already in Seller's
55 possession); (ii) Seller may collect the Earnest Money from Buyer, either pursuant to an action on the Note or an
56 action on this Agreement; and (iii) Seller shall have no further obligations under this Agreement.
57

58 (c) The purchase and sale of the Property shall be accomplished through an escrow (the
59 "Escrow") that Seller has established or will establish with **Melissa Butterfield at Cascade Title & Escrow**, (the
60 "Escrow Holder") within 5 days after the Execution Date. Except as otherwise provided in this Agreement: (i) any
61 interest earned on the Earnest Money shall be considered to be part of the Earnest Money; (ii) the Earnest Money
62 shall be non-refundable upon satisfaction or waiver of all Conditions as defined in Section 2.1; and (iii) the Earnest
63 Money shall be applied to the Purchase Price at Closing.
64

65 1.2.2 Balance of Purchase Price. Buyer shall pay the balance of the Purchase Price at Closing
66 by cash or other immediately available funds; or Other: **Sale will be Seller-financed with Seller carrying a**
67 **Promissory Note and Trust Deed with the following terms:**

- 68 • **At Closing Buyer shall make Down Payment of ten percent (10%) of the Purchase Price), less the**
69 **Earnest Money as provided in 1.2.1(c)(iii) above.**
- 70 • **The remaining balance of the Purchase Price, less the Down Payment and Earnest Money, shall be**
71 **secured by Promissory Note and Trust Deed. This amount shall be amortized over 20 years at 4.5%**
72 **interest, calculated with equal payments due monthly.**
- 73 • **Buyer shall not have the ability to prepay the note without Seller's consent, except that Buyer shall have**
74 **a right to prepay the note upon payment of a fee in the amount of two percent of the remaining note**
75 **balance, in addition to the actual remaining note balance.**
76
77
78

79 2. Conditions to Purchase.

80
81 2.1 Buyer's obligation to purchase the Property is conditioned on the following:

- 82 None;
- 83 Within **90** days of the Execution Date (the "Due Diligence Period"), Buyer's approval of the
84 results of (collectively, the "General Conditions"): (a) the Property inspection described in
85 Section 3 below; (b) the document review described in Section 4 below; and (c) (describe any
86 other condition);
- 87 Other conditions: (a) Order of the Lane County Board of Commissioners authorizing purchase
88 of the Property as described in this Agreement, (b) receipt of all approvals Buyer deems
89 advisable or necessary for Buyer to purchase the Property, (c) receipt and acceptance of an
90 appraisal prepared by a qualified commercial property appraiser, and (d) Buyer's approval of
91 the terms of any Leases or Tenancies.
92
93

94 The General Conditions, Financing Conditions or any other Conditions noted shall be defined as "Conditions."
95

96 2.2 If, for any reason in Buyer's sole discretion, Buyer has not timely given written waiver of the
97 Conditions set forth in Section 2.1, or stated in writing that such Conditions have been satisfied, by notice given to
98 Seller within the time periods for such conditions set forth above, this Agreement shall be deemed automatically
99 terminated, the Earnest Money shall be promptly returned to Buyer, and thereafter, except as specifically provided to
100 the contrary herein, neither party shall have any further right or remedy hereunder.

101 2.3 The Due Diligence Period may be extended at any time by written agreement between the Seller
102 and Buyer.
103

104 3. Property Inspection. Seller shall permit Buyer and its agents, at Buyer's sole expense and risk, to enter
105 the Property at reasonable times after reasonable prior notice to Seller and after prior notice by Seller to the Tenants
106 as required by the applicable Leases, if any, to conduct any and all inspections, a physical "walk-through", tests, and
107 surveys concerning the structural condition of the improvements, all mechanical, electrical and plumbing systems,
108 hazardous materials, pest infestation, soils conditions, wetlands, Americans with Disabilities Act compliance, zoning,
109 and all other matters affecting the suitability of the Property for Buyer's intended use and/or otherwise reasonably
110 related to the purchase of the Property including the economic feasibility of such purchase. If the transaction
111 contemplated in this Agreement fails to close for any reason (or no reason) as a result of the act or omission of
112 Buyer or its agents, Buyer shall promptly restore the Property to substantially the condition the Property was in prior
113 to Buyer's performance of any inspections or work. Buyer shall indemnify, hold harmless, and defend Seller from all
114 liens, costs, and expenses, including reasonable attorneys' fees and experts' fees, arising from or relating to
115 Buyer's entry on and inspection of the Property. This agreement to indemnify, hold harmless, and defend Seller
116 shall survive Closing or any termination of this Agreement.
117

118 4. Seller's Documents. Within 3 days after the Execution Date, Seller shall deliver to Buyer or Buyer's
119 designee, legible and complete copies of the following documents including without limitation, a list of the Personal
120 Property, and other items relating to the ownership, operation, and maintenance of the Property to the extent now in
121 existence and to the extent such items are or come within Seller's possession or control, including **all documents in**
122 **Seller's possession that pertain to the Property.**
123

124 5. Title Insurance. Within **10** days after the Execution Date, Seller shall cause to be delivered to Buyer a
125 preliminary title report from the title company (the "Title Company") selected by Seller (the "Preliminary Report"),
126 showing the status of Seller's title to the Property, together with complete and legible copies of all documents shown
127 therein as exceptions to title ("Exceptions"). Buyer shall have **10** days after receipt of a copy of the Preliminary
128 Report and Exceptions within which to give notice in writing to Seller of any objection to such title or to any liens or
129 encumbrances affecting the Property. Within **10** days after receipt of such notice from Buyer, Seller shall give Buyer
130 written notice of whether it is willing and able to remove the objected-to Exceptions. Without the need for objection
131 by Buyer, Seller shall, with respect to liens and encumbrances that can be satisfied and released by the payment of
132 money, eliminate such exceptions to title on or before Closing. Within **10** days after receipt of such notice
133 from Seller (the "Title Contingency Date"), Buyer shall elect whether to: (i) purchase the Property subject to those
134 objected-to Exceptions which Seller is not willing or able to remove; or (ii) terminate this Agreement. If Buyer fails to
135 give Seller notice of Buyer's election, then such inaction shall be deemed to be Buyer's election to terminate this
136 Agreement. On or before the Closing Date (defined below), Seller shall remove all Exceptions to which
137 Buyer objects and which Seller agrees, or is deemed to have agreed, Seller is willing and able to remove. All
138 remaining Exceptions set forth in the Preliminary Report and those Exceptions caused by or agreed to by Buyer
139 shall be deemed "Permitted Exceptions."
140

141 6. Default; Remedies. Notwithstanding anything to the contrary contained in this Agreement, in the event
142 Buyer fails to deposit the Earnest Money in Escrow strictly as and when contemplated under Section 1.2.1 above,
143 Seller shall have the right at any time thereafter, but prior to Buyer's deposit of the Earnest Money to Escrow, to
144 terminate this Agreement and all further rights and obligations hereunder by giving written notice thereof to Buyer. If
145

146 the conditions, if any, to Buyer's obligation to consummate this transaction are satisfied or waived by Buyer and
147 Buyer fails, through no fault of Seller, to close on the purchase of the Property, Seller's sole remedy shall be to retain
148 the Earnest Money paid by Buyer. In the event Seller fails, through no fault of Buyer, to close the sale of the
149 Property, Buyer shall be entitled to pursue any remedies available at law or in equity, including without limitation, the
150 return of the Earnest Money paid by Buyer or the remedy of specific performance. In no event shall either party be
151 entitled to punitive or consequential damages, if any, resulting from the other party's failure to close the sale of the
152 Property.

153
154 7. Closing of Sale.

155
156 7.1 Buyer and Seller agree the sale of the Property shall be consummated, in Escrow, on or before
157 30 or 45 days after the conditions set forth in Sections 2.1, 3, 4 and 5 have been satisfied or waived in writing by
158 Buyer (the "Closing" or the "Closing Date"). The sale of the Property shall be deemed closed when the document(s)
159 conveying title to the Property is/are delivered and recorded and the Purchase Price is disbursed to Seller.

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

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

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

185
186 9. Possession. Seller shall deliver exclusive possession of the Property, subject to the Tenancies (if any)
187 existing as of the Closing Date, to Buyer on the Closing Date or .

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

196 Closing obligation that all of Seller's representations and warranties stated in this Agreement are materially true and
197 correct on the Closing Date. Seller's representations and warranties stated in this Agreement shall survive Closing
198 for one (1) year.
199

200 11. Operation of Property. Between the Execution Date and the Closing Date, Seller shall continue to
201 operate, maintain and insure the Property consistent with Seller's current operating practices. After the Execution
202 Date, Seller may not, without Buyer's prior written consent, which consent shall not be unreasonably withheld,
203 conditioned, or delayed, enter into: (a) any new leases or occupancy agreements for the Property; (b) any material
204 amendments or modification agreements for any existing leases or occupancy agreements for the Property; or (c)
205 any service contracts or other agreements affecting the Property that are not terminable at the Closing.
206

207 12. Assignment. Assignment of this Agreement: is PROHIBITED; is PERMITTED, without consent
208 of Seller; is PERMITTED ONLY UPON Seller's written consent; is PERMITTED ONLY IF the assignee is an
209 entity owned and controlled by Buyer. **Assignment is PROHIBITED, if no box is checked.** If Seller's written
210 consent is required for assignment, such consent may be withheld in Seller's reasonable discretion. In the event of a
211 permitted assignment, Buyer shall remain liable for all Buyer's obligations under this Agreement.
212
213
214
215
216

217 13. Statutory Notice. THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A
218 FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE
219 LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR
220 SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS
221 DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE
222 PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER
223 ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS
224 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8,
225 OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE
226 TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING
227 DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED
228 LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT
229 OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE
230 ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND
231 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND
232 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.
233

234 14. Cautionary Notice About Liens. UNDER CERTAIN CIRCUMSTANCES, A PERSON WHO
235 PERFORMS CONSTRUCTION-RELATED ACTIVITIES MAY CLAIM A LIEN UPON REAL PROPERTY AFTER A
236 SALE TO THE PURCHASER FOR A TRANSACTION OR ACTIVITY THAT OCCURRED BEFORE THE SALE. A
237 VALID CLAIM MAY BE ASSERTED AGAINST THE PROPERTY THAT YOU ARE PURCHASING EVEN IF THE
238 CIRCUMSTANCES THAT GIVE RISE TO THAT CLAIM HAPPENED BEFORE YOUR PURCHASE OF THE
239 PROPERTY. THIS INCLUDES, BUT IS NOT LIMITED TO, CIRCUMSTANCES WHERE THE OWNER OF THE
240 PROPERTY CONTRACTED WITH A PERSON OR BUSINESS TO PROVIDE LABOR, MATERIAL, EQUIPMENT
241 OR SERVICES TO THE PROPERTY AND HAS NOT PAID THE PERSONS OR BUSINESS IN FULL.
242

243 15. Brokerage Agreement. For purposes of Sections 14 and 17 of this Agreement, the Agency
244 Acknowledgement on page 1 this Agreement is incorporated into this Agreement as if fully set forth herein. Seller
245 agrees to pay a commission to Selling Firm in the amount of either: 5% of the Purchase

246 Price or In accordance with the Listing Agreement \$_____. Such commission shall be divided between Selling
247 Firm and Buying Firm such that Selling Firm receives fifty percent (50%) and Buying Firm receives fifty percent
248 (50%). Seller shall cause the Escrow Holder to deliver to Selling Firm and Buying Firm the real estate commission
249 on the Closing Date or upon Seller's breach of this Agreement, whichever occurs first. If the Earnest Money is
250 forfeited by Buyer and retained by Seller in accordance with this Agreement, in addition to any other rights the
251 Selling Firm and Buying Firm may have, the Selling Firm and the Buying Firm, together, shall be entitled to the
252 lesser of: (i) fifty percent (50%) of the Earnest Money; or (ii) the commission agreed to above, and Seller hereby
253 assigns such amount to the Selling Firm and the Buying Firm.

254
255 16. Notices. Unless otherwise specified, any notice required or permitted in, or related to this Agreement
256 must be in writing and signed by the party to be bound. Any notice will be deemed delivered: (a) when personally
257 delivered; (b) when delivered by facsimile or electronic mail transmission (in either case, with confirmation of
258 delivery); (c) on the day following delivery of the notice by reputable overnight courier; or (d) on the day following
259 delivery of the notice by mailing by certified or registered U.S. mail, postage prepaid, return receipt requested; and in
260 any case shall be sent by the applicable party to the address of the other party shown at the beginning of this
261 Agreement, unless that day is a Saturday, Sunday, or federal or Oregon State legal holiday, in which event such
262 notice will be deemed delivered on the next following business day.

263
264 17. Miscellaneous. Time is of the essence of this Agreement. If the deadline under this Agreement for
265 delivery of a notice or performance of any obligation is a Saturday, Sunday, or federal or Oregon State legal holiday,
266 such deadline will be deemed extended to the next following business day. The facsimile and/or electronic mail
267 transmission of any signed document including this Agreement in accordance with Section 18 shall be the same as
268 delivery of an original. At the request of either party, the party delivering a document by facsimile and/or electronic
269 mail will confirm such transmission by signing and delivering to the other party a duplicate original document. This
270 Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall
271 constitute one and the same Agreement. This Agreement contains the entire agreement and understanding of the
272 parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous
273 agreements between them. Without limiting the provisions of Section 12 of this Agreement, this Agreement shall be
274 binding upon and shall inure to the benefit of Buyer and Seller and their respective successors and assigns. Solely
275 with respect to Sections 14 and 17, Selling Firm and Buying Firm are third party beneficiaries of this Agreement.
276 The person signing this Agreement on behalf of Buyer and the person signing this Agreement on behalf of Seller
277 each represents, covenants and warrants that such person has full right and authority to enter into this Agreement
278 and to bind the party for whom such person signs this Agreement to its terms and provisions. Neither this
279 Agreement nor a memorandum hereof shall be recorded unless the parties otherwise agree in writing.

280
281
282 18. Governing Law. This Agreement is made and executed under, and in all respects shall be governed
283 and construed by, the laws of the State of Oregon.

284
285 19. Lease(s) and Personal Property.

286
287 19.1 Leases.

288
289 19.1.1 If required by Buyer or Buyer's lender and provided for in such Tenant's Lease, Seller
290 shall use commercially reasonable efforts to deliver to Buyer, at least ___ days (**three (3) if not filled in**) before the
291 Closing Date, a Tenant estoppel certificate, reasonably acceptable to Buyer, pertaining to each Lease at the
292 Property in effect as of the Closing Date (each, a "Tenant Estoppel"). Such Tenant Estoppels shall be dated no
293 more than _____ days (**fifteen (15) if not filled in**) prior to the Closing Date and shall certify, among other things:
294 (a) that the Lease is unmodified and in full force and effect, or is in full force and effect as modified, and stating the
295 modifications; (b) the amount of the rent and the date to which rent has been paid; (c) the amount of any security

296 deposit held by Seller; and (d) that neither party is in default under the Lease or if a default by either party is claimed,
297 stating the nature of any such claimed default. If Seller has not obtained Tenant Estoppels from all Tenants of the
298 Property, then Seller shall execute and deliver to Buyer a Tenant Estoppel with respect to any such Lease setting
299 forth the information required by this Section 21.1 and confirming the accuracy thereof.

301 19.1.2 If applicable, the assignment of the Lease(s) by Seller, and assumption of the Lease(s) by
302 Buyer shall be accomplished by executing and delivering to each other through Escrow an Assignment of Lessor's
303 Interest under Lease substantially in the form of Exhibit B attached hereto (the "Assignment").

304 19.2 Personal Property. If applicable, Seller shall convey all Personal Property to Buyer by
305 executing and delivering to Buyer at Closing through Escrow (as defined below), a Bill of Sale substantially in the
306 form of Exhibit C attached hereto (the "Bill of Sale"). A list of such Personal Property shall be attached to the Bill of
307 Sale.
308
309

310 20. Residential Lead-Based Paint Disclosure. IF THE PROPERTY CONSISTS OF RESIDENTIAL
311 HOUSING BUILT PRIOR TO 1978, BUYER AND SELLER MUST COMPLETE THE LEAD-BASED PAINT
312 DISCLOSURE ADDENDUM ATTACHED HERETO AS EXHIBIT D.

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

- 315 Exhibit A – Legal Description of Property **[REQUIRED]**
- 316 Exhibit B – Assignment of Lessor's Interest under Lease (if applicable)
- 317 Exhibit C – Bill of Sale (if applicable)
- 318 Exhibit D – Lead Paint Disclosure Addendum (if applicable)
- 319 Exhibit E – AS IS Exceptions (if applicable)
- 320
- 321

322 22. Time for Acceptance. If Seller does not return to Buyer a signed and dated version of this Agreement
323 on or before **5:00 PM Pacific Time on July 26, 2019**, then the Earnest Money shall be promptly refunded to Buyer
324 and thereafter, neither party shall have any further right or obligation hereunder.

325 23. OFAC Certification. The Federal Government, Executive Order 13224, requires that business persons
326 of the United States not do business with any individual or entity on a list of "Specially Designated nationals and
327 Blocked Persons" - that is, individuals and entities identified as terrorists or other types of criminals. Buyer
328 hereinafter certifies that:

329 23.1 It is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation
330 named by any Executive Order or the United States Treasury Department as a terrorist, specially designated
331 national and/or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is
332 enforced or administered by the Office of Foreign Assets Control; and
333

334 23.2 It has not executed this Agreement, directly or indirectly on behalf of, or instigating or
335 facilitating this Agreement, directly or indirectly on behalf of, any such person, group, entity, or nation.

336 Buyer hereby agrees to defend, indemnify, and hold harmless Seller from and against any and all claims, damages,
337 losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of
338 the foregoing certification. This certification by Buyer and agreement to indemnify, hold harmless, and defend Seller
339 shall survive Closing or any termination of this Agreement.

340 **Buyer Signature:**  Digitally signed by Steve Makohlinsky
DN: cn=Steve Makohlinsky, ou=Lane
County, ou=County Administration,
serial=20190718154757.07567, o=US,
Date: 2019.07.18 15:47:57 -0700 **Date:** _____

346 CONSULT YOUR ATTORNEY. THIS DOCUMENT HAS BEEN PREPARED FOR SUBMISSION TO YOUR
347 ATTORNEY FOR REVIEW AND APPROVAL PRIOR TO SIGNING. NO REPRESENTATION OR
348 RECOMMENDATION IS MADE BY THE COMMERCIAL ASSOCIATION OF REALTORS® OREGON/SW
349 WASHINGTON OR BY THE REAL ESTATE AGENTS INVOLVED WITH THIS DOCUMENT AS TO THE LEGAL
350 SUFFICIENCY OR TAX CONSEQUENCES OF THIS DOCUMENT.

351
352 THIS FORM SHOULD NOT BE MODIFIED WITHOUT SHOWING SUCH MODIFICATIONS BY REDLINING,
353 INSERTION MARKS, OR ADDENDA.

354 Buyer Lane County

355 Date _____

357 Signature  _____
Digitally signed by Lane County, DN: cn=Lane County, ou=Lane County, o=Lane County, email=lane@lane.or.us, c=US

358
359 Seller Acceptance. By execution of this Agreement, Seller agrees to sell the Property on the terms and conditions in
360 this Agreement.

361
362 Seller _____

363 By _____

364 Title _____

365 Date _____

366 Signature _____

367

368
 369
 370
 371
 372
 373
 374

CRITICAL DATE LIST:

The last party to execute this Agreement shall complete the information below (the "Critical Date List"), initial where indicated, and return a copy of the same to the other party for such party's review. This Critical Date List is 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.

	DATE:
• Execution Date (Introductory paragraph):	
• Earnest Money due date (Section 1.2.1(a)):	
• Seller shall open Escrow with the Escrow Holder (Section 1.2.1(a)):	
• Seller shall deliver Seller's documents to Buyer (Section 4):	Within 3 days after the Execution Date
• Seller shall deliver Preliminary Report to Buyer (Section 5):	Within 7 days after the Execution Date
• Buyer's title objection notice due to Seller (Section 5):	Within 5 days after receipt of the Preliminary Report
• Seller's title response due to Buyer (Section 5):	Within 5 days after receipt of Buyer's title objection notice
• Title Contingency Date (Section 5):	Within 5 days after receipt of Seller's title response
• Expiration date for satisfaction of General Conditions (Section 2.1):	Within <u>45</u> days of the Execution Date
• Expiration date for satisfaction of Financing Condition (Section 2.1):	Within __ days of the Execution Date
• By this date, Buyer must deliver the notice to proceed contemplated in Section 2.2.	Within 30 days of the Execution Date
• Closing Date (Section 7.1):	Within 30 days of the Buyer's satisfaction of General Conditions

375
 376

Initials of Buyer:
 Initials of Buyer:

Initials of Seller:
 Initials of Seller:

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Legal description to be provided by Title Company

Seller Counter Offer 1

SELLER COUNTER OFFER TO PURCHASE AND SALE AGREEMENT

AGREEMENT: Purchase and Sale Agreement and Receipt for Earnest Money dated July 23, 2019 (the "Purchase Agreement").

PROPERTY: 2699 Roosevelt Boulevard, 2687 Roosevelt Boulevard, 241 Highway 99 and 295 Highway 99, Eugene, OR

BUYER: Lane County

SELLER: Wilson Investments, LLC

TODAY'S DATE: July 29, 2019

Seller Counters with the following:

1. **PRICE.** Purchase price to be \$3,250,000
2. **Balance of Purchase Price.** At close Buyer shall make a down Payment of Three Hundred Fifty Thousand Dollars (\$350,000), less the Earnest Money as provided in 1.2.1(c) (iii) in the Purchase and Sale Agreement.
 - The balance of the Purchase Price shall be secured by Promissory Note and Trust Deed. This amount shall be amortized over 20 years at 5% interest, calculated with equal payments due monthly
 - Buyer shall not have the ability to prepay the Note without Seller's consent, except that Buyer shall have the right to prepay the note after year 5 of payments in the following manner:
 - Year 6 – 10% of the remaining note balance in addition to the actual remaining note balance
 - Year 7 – 9% of the remaining note balance in addition to the actual remaining note balance
 - Year 8 – 8% of the remaining note balance in addition to the actual remaining note balance.
 - Year 9 – 7% of the remaining note balance in addition to the actual remaining note balance
 - Year 10 – 6% of the remaining note balance in addition to the actual remaining note balance
 - Year 11- 5% of the remaining note balance in addition to the actual remaining note balance
 - Year 12 – 4% of the remaining note balance in addition to the actual remaining note balance
 - Year 13 – 3% of the remaining note balance in addition to the actual remaining note balance
 - Year 14 – 20 – 2% of the remaining note balance in addition to the actual remaining note balance
3. **Due Diligence Timeline.** Due Diligence Period to be 45 days from Execution Date.

4. **Seller Notice for all correspondence.**

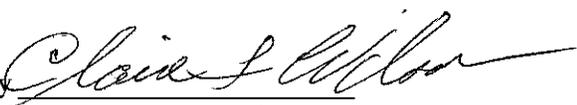
Wilson Investments, LLC
C/o Campbell Commercial Real Estate
PO Box 10066
Eugene, OR 97440

All other terms of the Purchase Agreement not herein modified are unchanged and acceptable to Seller. This Counter Offer expires 5:00 pm Friday, August 2, 2019.

Buyer
Lane County

Seller
Wilson Investments, LLC

By _____

By 

Date _____

Date 7/29/2019

COMMERCIAL ASSOCIATION OF REALTORS® 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: Tim Campbell of Campbell Commercial Real Estate (the "Selling Firm") is the agent of _____ (check one):
 Buyer exclusively; Seller exclusively; both Seller and Buyer ("Disclosed Limited Agency").

(b) Buyer Agent: Bill Newland and Milton Oilar of Campbell Commercial Real Estate (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: (print) Lane County (sign) _____ Date: _____
Buyer: (print) _____ (sign) _____ Date: _____
Seller: (print) _____ (sign) _____ Date: _____
Seller: (print) _____ (sign) _____ Date: _____

[No further text appears on this page.]

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: Lane County Wilson Investments, LLC ("Seller")
Address: 969 Old Orchard Ln., Springfield, OR 97477
Home Phone:
Office Phone:
Fax No.: _____
E-Mail:

AND: Wilson Investments, LLC Lane County ("Buyer")
Address: 125 E 8th Ave, Eugene, OR 97401
Home Phone: N/A
Office Phone: 541-682-3718
Fax No.: 541-682-4616
E-Mail: Jeffrey.KINCAID@co.lane.or.us

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 2699 Roosevelt Boulevard, 26879 Roosevelt Boulevard, 241 Highway 99 and 295 Highway 99 in the City of Eugene, County of Lane, Oregon, and further described as Map 17-04-26-13 tax lots 4500, 4600, 4700, 4800, 4900, 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) all of Seller's right, title and interest, if any, in and to any and all lease(s) to which the Real Estate is subject (each, a "Lease"); and (c) 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 there are any Leases, see Section 21.1, below. The occupancies of the Property pursuant to any Leases are referred to as the "Tenancies" and the occupants thereunder are referred to as "Tenants." If there is any Personal Property, see Section 21.2, below.

1.2 Purchase Price. The purchase price for the Property shall be Three Million Four One Hundred Twenty Five Thousand dollars (\$3,100,425,000) (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) Within FIVE (5) days of the Execution Date, Buyer shall deliver into Escrow (as defined herein), for the account of Buyer, \$50,000 as earnest money (the "Earnest Money") in the form of:

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

47 If the Earnest Money is being held by the Selling Firm Buying Firm, then the firm holding such Earnest
48 Money shall deposit the Earnest Money in the Escrow (as hereinafter defined) Selling Firm's Client Trust
49 Account Buying Firm's Clients' Trust Account, no later than 5:00 PM Pacific Time three (3) business days after
50 such firm's receipt, but in no event later than the date set forth in the first sentence of this Section 1.2.1(a).

51
52 (b) If the Earnest Money is in the form of a Note, it shall be due and payable no later
53 than 5:00 PM Pacific Time three (3) days after the Execution Date; after satisfaction or waiver by Buyer of the
54 conditions to Buyer's obligation to purchase the Property set forth in this Agreement; or Other: _____. If the
55 terms of the Note and this Agreement conflict, the terms of this Agreement shall govern. If the Note is not redeemed
56 and paid in full when due, then: (i) the Note shall be delivered and endorsed to Seller (if not already in Seller's
57 possession); (ii) Seller may collect the Earnest Money from Buyer, either pursuant to an action on the Note or an
58 action on this Agreement; and (iii) Seller shall have no further obligations under this Agreement.

59
60 (c) The purchase and sale of the Property shall be accomplished through an escrow (the
61 "Escrow") that Seller has established or will establish with Melissa Butterfield at Cascade Title & Escrow. (the
62 "Escrow Holder") within 5 days after the Execution Date. Except as otherwise provided in this Agreement: (i) any
63 interest earned on the Earnest Money shall be considered to be part of the Earnest Money; (ii) the Earnest Money
64 shall be non-refundable upon satisfaction or waiver of all Conditions as defined in Section 2.1; and (iii) the Earnest
65 Money shall be applied to the Purchase Price at Closing.

66
67 1.2.2 Balance of Purchase Price. Buyer shall pay the balance of the Purchase Price at Closing
68 by cash or other immediately available funds; or Other: **Sale will be Seller-financed with Seller carrying a**
69 **Promissory Note and Trust Deed with the following terms:**

- 70 • **At Closing Buyer shall make Down Payment of \$342,500 (ten percent (10%) of the Purchase Price), less**
71 **the Earnest Money as provided in 1.2.1(c)(iii) above.**
72 • **The Remaining \$3,082,500 balance of the Purchase Price, less the Down Payment and Earnest Money,**
73 **shall be secured by Promissory Note and Trust Deed. This amount shall be amortized over 20 years at**
74 **4.56% interest, calculated with equal payments of \$22,083.99 due monthly.**
75 • **Buyer shall not have the ability to prepay the note without Seller's consent, unless except that Buyer**
76 **shall have a right to prepay the note upon payment of a prepayment penalty of a fee in the amount of**
77 **two percent of the remaining note balance, in addition to the actual remaining note balance is paid to**
78 **the Seller in addition to the remaining balance.**

79
80 ~~INTENTIONALLY DELETED~~Section 1031 Like Kind Exchange. Each party acknowledges that either party (as
81 applicable, the "Exchanging Party") may elect to engage in and affect a like-kind exchange under Section 1031 of
82 the Internal Revenue Code of 1986, as amended, involving the Property (or any legal lot thereof) (a "1031
83 Exchange"). The non-exchanging party with respect to a 1031 Exchange is referred to herein as the "Cooperating
84 Party." Buyer and Seller each hereby agrees to reasonably cooperate with the other in completing each such 1031
85 Exchange; provided, however, that such cooperation shall be at the Exchanging Party's sole expense and shall not
86 delay the Closing for the Property. Accordingly, the Exchanging Party may assign the Exchanging Party's rights with
87 respect to the Property (or any legal lot thereof) to a person or entity for the purpose of consummating a 1031
88 Exchange ("Intermediary"), provided that such assignment does not delay the Closing for the Property (or applicable
89 legal lot thereof), or otherwise reduce or diminish the Exchanging Party's liabilities or obligations hereunder. Such
90 assignment by the Exchanging Party shall not release the Exchanging Party from the obligations of the Exchanging
91 Party under this Agreement. The Cooperating Party shall not suffer any costs, expenses or liabilities for cooperating
92 with the Exchanging Party and shall not be required to take title to the exchange property. The Exchanging Party
93 agrees to indemnify, defend and hold the Cooperating Party harmless from any liability, damages and costs arising
94 out of the 1031 Exchange.

96
97 2. Conditions to Purchase.
98

99 2.1 Buyer's obligation to purchase the Property is conditioned on the following:
100

- 101 None;
102 Within 90 days of the Execution Date (the "dDue dDiligence pPeriod"), Buyer's approval of the
103 results of (collectively, the "General Conditions"): (a) the Property inspection described in
104 Section 3 below; (b) the document review described in Section 4 below; and (c) (describe any
105 other condition);
106 Within days of the Execution Date, Buyer's receipt of confirmation of satisfactory financing
107 (the "Financing Condition"); and/or
108 Other conditions: (a)- Approval Order of the Lane County Board of Supervisors Commissioners
109 authorizing purchase of the Property as described in this Agreement, (b) receipt of all
110 approvals Buyer deems advisable or as well as, any other approvals that may be necessary
111 for Lane County Buyer to purchase this property the Property and any other feasibility Lane
112 County deems necessary, (c) receipt and acceptance of an appraisal prepared by a qualified
113 commercial property appraiser, and (ed) Buyer's approval of the terms of any Leases or
114 Tenancies.
115

116 The General Conditions, Financing Conditions or any other Conditions noted shall be defined as "Conditions."
117

118 2.2 If, for any reason in Buyer's sole discretion, Buyer has not timely given written waiver of the
119 Conditions set forth in Section 2.1, or stated in writing that such Conditions have been satisfied, by notice given to
120 Seller within the time periods for such conditions set forth above, this Agreement shall be deemed automatically
121 terminated, the Earnest Money shall be promptly returned to Buyer, and thereafter, except as specifically provided to
122 the contrary herein, neither party shall have any further right or remedy hereunder.
123

124 2.2-2.3 The dDue dDiligence pPeriod may be extended at any time by written agreement
125 between the Seller and Buyer or their representatives.
126

127 3. Property Inspection. Seller shall permit Buyer and its agents, at Buyer's sole expense and risk, to enter
128 the Property at reasonable times after reasonable prior notice to Seller and after prior notice by Seller to the Tenants
129 as required by the applicable Leases, if any, to conduct any and all inspections, a physical "walk-through", tests, and
130 surveys concerning the structural condition of the improvements, all mechanical, electrical and plumbing systems,
131 hazardous materials, pest infestation, soils conditions, wetlands, Americans with Disabilities Act compliance, zoning,
132 and all other matters affecting the suitability of the Property for Buyer's intended use and/or otherwise reasonably
133 related to the purchase of the Property including the economic feasibility of such purchase. If the transaction
134 contemplated in this Agreement fails to close for any reason (or no reason) as a result of the act or omission of
135 Buyer or its agents, Buyer shall promptly restore the Property to substantially the condition the Property was in prior
136 to Buyer's performance of any inspections or work. Buyer shall indemnify, hold harmless, and defend Seller from all
137 liens, costs, and expenses, including reasonable attorneys' fees and experts' fees, arising from or relating to
138 Buyer's entry on and inspection of the Property. This agreement to indemnify, hold harmless, and defend Seller
139 shall survive Closing or any termination of this Agreement.
140

141 4. Seller's Documents. Within 3 days after the Execution Date, Seller shall deliver to Buyer or Buyer's
142 designee, legible and complete copies of the following documents including without limitation, a list of the Personal
143 Property, and other items relating to the ownership, operation, and maintenance of the Property to the extent now in
144 existence and to the extent such items are or come within Seller's possession or control, including **All documents**
145 **in Seller's possession that pertain to the Property.**

146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195

5. Title Insurance. Within 710 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 510 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 510 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 510 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.

7. Closing of Sale.

7.1 Buyer and Seller agree the sale of the Property shall be consummated, in Escrow, on or before 30 or 45 days after the conditions set forth in Sections 2.1, 3, 4 and 5 have been satisfied or waived in writing by Buyer (the "Closing" or the "Closing Date"). The sale of the Property shall be deemed closed when the document(s) conveying title to the Property is/are delivered and recorded and the Purchase Price is disbursed to Seller.

7.2 At Closing, Buyer and Seller shall deposit with the Escrow Holder 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 provided by the Escrow Holder confirming whether Seller is or is not a "foreign person" as such term is defined by applicable law and regulations.

7.3 At Closing, Seller shall convey fee simple title to the Property to Buyer by statutory warranty deed or _____ (the "Deed"). At Closing, Seller shall cause the Title Company to deliver to Buyer a standard ALTA form owner's policy of title insurance (the "Title Policy") 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 contained in the Title Policy. Seller shall reasonably cooperate in the issuance to Buyer of an ALTA extended form policy of title insurance. Buyer shall pay any additional expense resulting from the ALTA extended coverage and any endorsements required by Buyer.

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

207
208 9. Possession. Seller shall deliver exclusive possession of the Property, subject to the Tenancies (if any)
209 existing as of the Closing Date, to Buyer on the Closing Date or .

210
211 10. Condition of Property. Seller represents that Seller has received no written notices of violation of any
212 laws, codes, rules, or regulations applicable to the Property ("Laws"). Seller represents that, to the best of Seller's
213 knowledge without specific inquiry, Seller is not aware of any such violations or any concealed material defects in
214 the Property. Unless caused by Buyer, Seller shall bear all risk of loss and damage to the Property until Closing,
215 and Buyer shall bear such risk at and after Closing. Except for Seller's representations set forth in this Section 10
216 and the attached Exhibit E, Buyer shall acquire the Property "AS IS" with all faults and Buyer shall rely on the results
217 of its own inspection and investigation in Buyer's acquisition of the Property. It shall be a condition of Buyer's
218 Closing obligation that all of Seller's representations and warranties stated in this Agreement are materially true and
219 correct on the Closing Date. Seller's representations and warranties stated in this Agreement shall survive Closing
220 for one (1) year.

221
222 11. Operation of Property. Between the Execution Date and the Closing Date, Seller shall continue to
223 operate, maintain and insure the Property consistent with Seller's current operating practices. After the Execution
224 Date, Seller may not, without Buyer's prior written consent, which consent shall not be unreasonably withheld,
225 conditioned, or delayed, enter into: (a) any new leases or occupancy agreements for the Property; (b) any material
226 amendments or modification agreements for any existing leases or occupancy agreements for the Property; or (c)
227 any service contracts or other agreements affecting the Property that are not terminable at the Closing.

228
229 12. Assignment. Assignment of this Agreement: is PROHIBITED; is PERMITTED, without consent
230 of Seller; is PERMITTED ONLY UPON Seller's written consent; is PERMITTED ONLY IF the assignee is an
231 entity owned and controlled by Buyer. **Assignment is PROHIBITED, if no box is checked.** If Seller's written
232 consent is required for assignment, such consent may be withheld in Seller's reasonable discretion. In the event of a
233 permitted assignment, Buyer shall remain liable for all Buyer's obligations under this Agreement.

234
235 ~~INTENTIONALLY DELETED~~ Arbitration. **IF AND ONLY IF THIS SECTION IS INITIALED BY EACH OF BUYER AND**
236 **SELLER, THE FOLLOWING SHALL APPLY TO THIS AGREEMENT:**

237
238 ~~ANY DISPUTE BETWEEN BUYER AND SELLER RELATED TO THIS AGREEMENT, THE PROPERTY, OR THE~~
239 ~~TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT WILL BE RESOLVED BY ARBITRATION GOVERNED~~
240 ~~BY THE OREGON UNIFORM ARBITRATION ACT (ORS 36.600 et seq.) AND, TO THE EXTENT NOT~~
241 ~~INCONSISTENT WITH THAT STATUTE, CONDUCTED IN ACCORDANCE WITH THE RULES OF PRACTICE AND~~
242 ~~PROCEDURE FOR THE ARBITRATION OF COMMERCIAL DISPUTES OF ARBITRATION SERVICES OF~~
243 ~~PORTLAND ("ASP"). THE ARBITRATION SHALL BE CONDUCTED IN EUGENE, OREGON AND~~
244 ~~ADMINISTERED BY ASP, WHICH WILL APPOINT A SINGLE ARBITRATOR HAVING AT LEAST FIVE (5) YEARS~~
245 ~~EXPERIENCE IN THE COMMERCIAL REAL ESTATE FIELD IN THE EUGENE GEOGRAPHIC AREA (IF BLANK IS~~

246 ~~NOT COMPLETED, PORTLAND METROPOLITAN AREA). ALL ARBITRATION HEARINGS WILL BE~~
247 ~~COMMENCED WITHIN THIRTY (30) DAYS OF THE DEMAND FOR ARBITRATION UNLESS THE ARBITRATOR,~~
248 ~~FOR SHOWING OF GOOD CAUSE, EXTENDS THE COMMENCEMENT OF SUCH HEARING. THE DECISION OF~~
249 ~~THE ARBITRATOR WILL BE BINDING ON BUYER AND SELLER, AND JUDGMENT UPON ANY ARBITRATION~~
250 ~~AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THE PARTIES ACKNOWLEDGE THAT,~~
251 ~~BY AGREEING TO ARBITRATE DISPUTES, EACH OF THEM IS WAIVING CERTAIN RIGHTS, INCLUDING ITS~~
252 ~~RIGHTS TO SEEK REMEDIES IN COURT (INCLUDING A RIGHT TO A TRIAL BY JURY), TO DISCOVERY~~
253 ~~PROCESSES THAT WOULD BE ATTENDANT TO A COURT PROCEEDING, AND TO PARTICIPATE IN A CLASS~~
254 ~~ACTION.~~

255 _____
256 Initials of Buyer _____ Initials of Seller _____

257
258 ~~INTENTIONALLY DELETED~~Attorneys' Fees. In the event a suit, action, arbitration, or other proceeding of any
259 nature whatsoever, including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted, or the
260 services of an attorney are retained, to interpret or enforce any provision of this Agreement or with respect to any
261 dispute relating to this Agreement, the prevailing or non-defaulting party shall be entitled to recover from the losing
262 or defaulting party its attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and
263 expenses actually incurred in connection therewith (the "Fees"). In the event of suit, action, arbitration, or other
264 proceeding, the amount of Fees shall be determined by the judge or arbitrator, shall include all costs and expenses
265 incurred on any appeal or review, and shall be in addition to all other amounts provided by law.

266
267 13. Statutory Notice. THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A
268 FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE
269 LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR
270 SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS
271 DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE
272 PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER
273 ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS
274 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8,
275 OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE
276 TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING
277 DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED
278 LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT
279 OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE
280 ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND
281 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND
282 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

283
284 14. Cautionary Notice About Liens. UNDER CERTAIN CIRCUMSTANCES, A PERSON WHO
285 PERFORMS CONSTRUCTION-RELATED ACTIVITIES MAY CLAIM A LIEN UPON REAL PROPERTY AFTER A
286 SALE TO THE PURCHASER FOR A TRANSACTION OR ACTIVITY THAT OCCURRED BEFORE THE SALE. A
287 VALID CLAIM MAY BE ASSERTED AGAINST THE PROPERTY THAT YOU ARE PURCHASING EVEN IF THE
288 CIRCUMSTANCES THAT GIVE RISE TO THAT CLAIM HAPPENED BEFORE YOUR PURCHASE OF THE
289 PROPERTY. THIS INCLUDES, BUT IS NOT LIMITED TO, CIRCUMSTANCES WHERE THE OWNER OF THE
290 PROPERTY CONTRACTED WITH A PERSON OR BUSINESS TO PROVIDE LABOR, MATERIAL, EQUIPMENT
291 OR SERVICES TO THE PROPERTY AND HAS NOT PAID THE PERSONS OR BUSINESS IN FULL.

292
293 15. Brokerage Agreement. For purposes of Sections 14 and 17 of this Agreement, the Agency
294 Acknowledgement on page 1 this Agreement is incorporated into this Agreement as if fully set forth herein. Seller
295 agrees to pay a commission to Selling Firm in the amount of either: 5% of the Purchase

296 Price or In accordance with the Listing Agreement \$ _____. Such commission shall be divided between Selling
297 Firm and Buying Firm such that Selling Firm receives fifty percent (50%) and Buying Firm receives fifty percent
298 (50%). Seller shall cause the Escrow Holder to deliver to Selling Firm and Buying Firm the real estate commission
299 on the Closing Date or upon Seller's breach of this Agreement, whichever occurs first. If the Earnest Money is
300 forfeited by Buyer and retained by Seller in accordance with this Agreement, in addition to any other rights the
301 Selling Firm and Buying Firm may have, the Selling Firm and the Buying Firm, together, shall be entitled to the
302 lesser of: (i) fifty percent (50%) of the Earnest Money; or (ii) the commission agreed to above, and Seller hereby
303 assigns such amount to the Selling Firm and the Buying Firm.
304

305 16. Notices. Unless otherwise specified, any notice required or permitted in, or related to this Agreement
306 must be in writing and signed by the party to be bound. Any notice will be deemed delivered: (a) when personally
307 delivered; (b) when delivered by facsimile or electronic mail transmission (in either case, with confirmation of
308 delivery); (c) on the day following delivery of the notice by reputable overnight courier; or (d) on the day following
309 delivery of the notice by mailing by certified or registered U.S. mail, postage prepaid, return receipt requested; and in
310 any case shall be sent by the applicable party to the address of the other party shown at the beginning of this
311 Agreement, unless that day is a Saturday, Sunday, or federal or Oregon State legal holiday, in which event such
312 notice will be deemed delivered on the next following business day.
313

314 17. Miscellaneous. Time is of the essence of this Agreement. If the deadline under this Agreement for
315 delivery of a notice or performance of any obligation is a Saturday, Sunday, or federal or Oregon State legal holiday,
316 such deadline will be deemed extended to the next following business day. The facsimile and/or electronic mail
317 transmission of any signed document including this Agreement in accordance with Section 18 shall be the same as
318 delivery of an original. At the request of either party, the party delivering a document by facsimile and/or electronic
319 mail will confirm such transmission by signing and delivering to the other party a duplicate original document. This
320 Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall
321 constitute one and the same Agreement. This Agreement contains the entire agreement and understanding of the
322 parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous
323 agreements between them. Without limiting the provisions of Section 12 of this Agreement, this Agreement shall be
324 binding upon and shall inure to the benefit of Buyer and Seller and their respective successors and assigns. Solely
325 with respect to Sections 14 and 17, Selling Firm and Buying Firm are third party beneficiaries of this Agreement.
326 The person signing this Agreement on behalf of Buyer and the person signing this Agreement on behalf of Seller
327 each represents, covenants and warrants that such person has full right and authority to enter into this Agreement
328 and to bind the party for whom such person signs this Agreement to its terms and provisions. Neither this
329 Agreement nor a memorandum hereof shall be recorded unless the parties otherwise agree in writing.
330

331
332 18. Governing Law. This Agreement is made and executed under, and in all respects shall be governed
333 and construed by, the laws of the State of Oregon.
334

335 19. Lease(s) and Personal Property.

336
337 19.1 Leases.

338
339 19.1.1 If required by Buyer or Buyer's lender and provided for in such Tenant's Lease, Seller
340 shall use commercially reasonable efforts to deliver to Buyer, at least __ days (**three (3) if not filled in**) before the
341 Closing Date, a Tenant estoppel certificate, reasonably acceptable to Buyer, pertaining to each Lease at the
342 Property in effect as of the Closing Date (each, a "Tenant Estoppel"). Such Tenant Estoppels shall be dated no
343 more than ____ days (**fifteen (15) if not filled in**) prior to the Closing Date and shall certify, among other things:
344 (a) that the Lease is unmodified and in full force and effect, or is in full force and effect as modified, and stating the
345 modifications; (b) the amount of the rent and the date to which rent has been paid; (c) the amount of any security

346 deposit held by Seller; and (d) that neither party is in default under the Lease or if a default by either party is claimed,
347 stating the nature of any such claimed default. If Seller has not obtained Tenant Estoppels from all Tenants of the
348 Property, then Seller shall execute and deliver to Buyer a Tenant Estoppel with respect to any such Lease setting
349 forth the information required by this Section 21.1 and confirming the accuracy thereof.

350
351 19.1.2 If applicable, the assignment of the Lease(s) by Seller, and assumption of the Lease(s) by
352 Buyer shall be accomplished by executing and delivering to each other through Escrow an Assignment of Lessor's
353 Interest under Lease substantially in the form of Exhibit B attached hereto (the "Assignment").

354
355 19.2 Personal Property. If applicable, Seller shall convey all Personal Property to Buyer by
356 executing and delivering to Buyer at Closing through Escrow (as defined below), a Bill of Sale substantially in the
357 form of Exhibit C attached hereto (the "Bill of Sale"). A list of such Personal Property shall be attached to the Bill of
358 Sale.

359
360 20. Residential Lead-Based Paint Disclosure. IF THE PROPERTY CONSISTS OF RESIDENTIAL
361 HOUSING BUILT PRIOR TO 1978, BUYER AND SELLER MUST COMPLETE THE LEAD-BASED PAINT
362 DISCLOSURE ADDENDUM ATTACHED HERETO AS EXHIBIT D.

363
364 21. Addenda; Exhibits. The following named addenda and exhibits are attached to this Agreement and
365 incorporated within this Agreement:

- 366 Exhibit A – Legal Description of Property **[REQUIRED]**
- 367 Exhibit B – Assignment of Lessor's Interest under Lease (if applicable)
- 368 Exhibit C – Bill of Sale (if applicable)
- 369 Exhibit D – Lead Paint Disclosure Addendum (if applicable)
- 370 Exhibit E – AS IS Exceptions (if applicable)

371
372 22. Time for Acceptance. If Seller does not return to Buyer a signed and dated version of this Agreement
373 on or before **5:00 PM Pacific Time on June-July 1226, 2019**, then the Earnest Money shall be promptly refunded to
374 Buyer and thereafter, neither party shall have any further right or obligation hereunder.

375
376 23. OFAC Certification. The Federal Government, Executive Order 13224, requires that business persons
377 of the United States not do business with any individual or entity on a list of "Specially Designated nationals and
378 Blocked Persons" - that is, individuals and entities identified as terrorists or other types of criminals. Buyer
379 hereinafter certifies that:

380
381 23.1 It is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation
382 named by any Executive Order or the United States Treasury Department as a terrorist, specially designated
383 national and/or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is
384 enforced or administered by the Office of Foreign Assets Control; and

385
386 23.2 It has not executed this Agreement, directly or indirectly on behalf of, or instigating or
387 facilitating this Agreement, directly or indirectly on behalf of, any such person, group, entity, or nation.

388
389 Buyer hereby agrees to defend, indemnify, and hold harmless Seller from and against any and all claims, damages,
390 losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of
391 the foregoing certification. This certification by Buyer and agreement to indemnify, hold harmless, and defend Seller
392 shall survive Closing or any termination of this Agreement.

393
394 **Buyer Signature:** _____ **Date:** _____

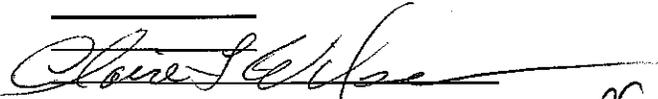
395

396 CONSULT YOUR ATTORNEY. THIS DOCUMENT HAS BEEN PREPARED FOR SUBMISSION TO YOUR
397 ATTORNEY FOR REVIEW AND APPROVAL PRIOR TO SIGNING. NO REPRESENTATION OR
398 RECOMMENDATION IS MADE BY THE COMMERCIAL ASSOCIATION OF REALTORS® OREGON/SW
399 WASHINGTON OR BY THE REAL ESTATE AGENTS INVOLVED WITH THIS DOCUMENT AS TO THE LEGAL
400 SUFFICIENCY OR TAX CONSEQUENCES OF THIS DOCUMENT.

401
402 THIS FORM SHOULD NOT BE MODIFIED WITHOUT SHOWING SUCH MODIFICATIONS BY REDLINING,
403 INSERTION MARKS, OR ADDENDA.

404
405 | Buyer Lane County
406 Date _____
407 Signature _____

408
409 Seller Acceptance. By execution of this Agreement, Seller agrees to sell the Property on the terms and conditions in
410 this Agreement.

411
412 Seller WILSON INVESTMENTS, LLC
413 By _____
414 Title _____
415 Date _____
416 Signature 

417
**SEE ATTACHED COUNTER offer*

418
419
420
421
422
423
424

CRITICAL DATE LIST:

The last party to execute this Agreement shall complete the information below (the "Critical Date List"), initial where indicated, and return a copy of the same to the other party for such party's review. This Critical Date List is 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.

	DATE:
• Execution Date (Introductory paragraph):	
• Earnest Money due date (Section 1.2.1(a)):	
• Seller shall open Escrow with the Escrow Holder (Section 1.2.1(a)):	
• Seller shall deliver Seller's documents to Buyer (Section 4):	Within 3 days after the Execution Date
• Seller shall deliver Preliminary Report to Buyer (Section 5):	Within 7 days after the Execution Date
• Buyer's title objection notice due to Seller (Section 5):	Within 5 days after receipt of the Preliminary Report
• Seller's title response due to Buyer (Section 5):	Within 5 days after receipt of Buyer's title objection notice
• Title Contingency Date (Section 5):	Within 5 days after receipt of Seller's title response
• Expiration date for satisfaction of General Conditions (Section 2.1):	Within <u>45</u> days of the Execution Date
• Expiration date for satisfaction of Financing Condition (Section 2.1):	Within __ days of the Execution Date
• By this date, Buyer must deliver the notice to proceed contemplated in Section 2.2.	Within 30 days of the Execution Date
• Closing Date (Section 7.1):	Within 30 days of the Buyer's satisfaction of General Conditions

425
426

Initials of Buyer: _____ Initials of Seller: _____
 Initials of Buyer: _____ Initials of Seller: _____

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Legal description to be provided by Title Company

LC Counter Offer 1

BUYER COUNTER OFFER TO PURCHASE AND SALE AGREEMENT

AGREEMENT: Purchase and Sale Agreement and Receipt for Earnest Money dated July 23, 2019 (the "Purchase Agreement"). Seller Counter Offer to Purchase and Sale Agreement dated July 29, 2019 (the "Seller Counter Offer").

PROPERTY: 2699 Roosevelt Boulevard, 2687 Roosevelt Boulevard, 241 Highway 99 and 295 Highway 99, Eugene, OR

BUYER: Lane County

SELLER: Wilson Investments, LLC

TODAY'S DATE: August 1, 2019

Buyer Counters with the following:

1. **Price.** Purchase price to be \$3,150,000
2. **Due Diligence Timeline.** Due Diligence Period to be 90 days from Execution Date.
3. **Time for acceptance (Purchase Agreement).** Original time for acceptance amended from 5:00 PM Pacific Time on July 26, 2019 to 5:00 PM Pacific Time on July 30, 2019.

All other terms of the Purchase Agreement and Seller Counter Offer not herein modified are unchanged and acceptable to Buyer. This Counter Offer expires 5:00 pm Friday, August 9, 2019.

Buyer
Lane County


By Steve Mokshinsky
Date August 2, 2019

Seller
Wilson Investments, LLC

By _____
Date _____

**BUYER COUNTER OFFER
TO
PURCHASE AND SALE AGREEMENT**

AGREEMENT: Purchase and Sale Agreement and Receipt for Earnest Money dated July 23, 2019 (the "Purchase Agreement"). Seller Counter Offer to Purchase and Sale Agreement dated July 29, 2019 (the "Seller Counter Offer").

PROPERTY: 2699 Roosevelt Boulevard, 2687 Roosevelt Boulevard, 241 Highway 99 and 295 Highway 99, Eugene, OR

BUYER: Lane County

SELLER: Wilson Investments, LLC

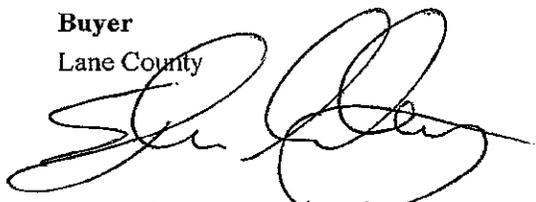
TODAY'S DATE: August 1, 2019

Buyer Counters with the following:

1. **Price.** Purchase price to be \$3,150,000
2. **Due Diligence Timeline.** Due Diligence Period to be 90 days from Execution Date.
3. **Time for acceptance (Purchase Agreement).** Original time for acceptance amended from 5:00 PM Pacific Time on July 26, 2019 to 5:00 PM Pacific Time on July 30, 2019.

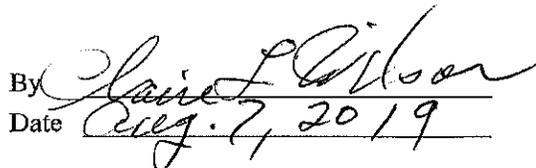
All other terms of the Purchase Agreement and Seller Counter Offer not herein modified are unchanged and acceptable to Buyer. This Counter Offer expires 5:00 pm Friday, August 9, 2019.

Buyer
Lane County



By Steve Mohnitzky
Date August 2, 2019

Seller
Wilson Investments, LLC



By Claire Wilson
Date Aug. 7, 2019

Earnest Money Promissory Note

Earnest Money Promissory Note

\$50,000.00

August 8, 2019

FOR VALUE RECEIVED, **Lane County** ("Buyer"), promises to pay to the order of **Wilson Investments, LLC** ("Seller"), the sum of **Fifty Thousand Dollars** (\$50,000.00) in lawful money of the United States, together with interest on that amount, upon the agreements, terms and conditions provided in that certain Purchase and Sale Agreement and Receipt for Earnest Money with an execution date of August 7, 2019, with respect to the property located at **2699 Roosevelt Blvd, in Eugene, Oregon** (the "Purchase Agreement"). The amount payable hereunder shall be due and payable, if at all, pursuant to the terms and conditions of the Purchase Agreement.

1. Definitions. The term "Default" means any of the following events: (i) Buyer at any time fails to pay, when due, any sum owing on this Note; or (ii) Buyer breaches or fails to perform any obligation under this Note. The term "Default Rate" means the rate of interest otherwise payable on this Note plus ten percent (10%).

2. Interest. This Note shall not bear interest unless and until Buyer shall be in Default of this Note. Should the Buyer Default on any of the obligations specified in this Note, all sums owing on the Note shall bear interest at the Default Rate.

3. Waivers. Buyer hereby waives presentment, demand, notice of dishonor, notice of default or delinquency, notice of protest and nonpayment, notice of costs, expenses or losses and interest on those, and all other notices required by law, except as specifically set for in this Note.

4. Remedies. Upon a Default, Seller shall have all rights available to it in this Note and the Purchase Agreement. Any unpaid balance outstanding at the time of a Default, and any costs or other expenses incurred by Seller in realizing on this Note after a Default, shall bear interest at the Default Rate.

5. Attorneys' Fees, Costs, and Other Expenses. Buyer agrees to pay all costs and expenses which Seller may incur by reason of a Default, including, but not limited to, reasonable attorneys' fees, expenses, and costs incurred in any action undertaken with respect to this Note, or any appeal of such an action.

6. Transfer; Obligations Binding on Successors. Buyer may not transfer any of its rights, duties, or obligations under this Note without the prior written consent of Seller. This Note, and the duties set forth in the Note, shall bind Buyer and its successors and assigns. All rights and powers established in this Note shall benefit Seller and its successors and assigns.

7. Notices. Any notice or other communication required or permitted under this Note shall be in writing and shall be deemed to have been duly given when delivered pursuant to Section 12 of the Purchase Agreement.

8. Governing Law. This Note shall be construed in accordance with and governed by the laws of the State of Oregon, exclusive of conflicts of laws.

9. Headings. Headings used in this Note have been included for convenience and ease of reference only, and will not in any manner influence the construction or interpretation of any provision of this Note.

10. Entire Agreement. This Note represents the entire understanding of the parties with respect to the subject matter of the Note. There are no other prior or contemporaneous agreements, either written or oral between the parties with respect to this subject.

11. Waiver. No right or obligation under this Note will be deemed to have been waived unless evidenced by a writing signed by the party against whom the waiver is asserted, or by its duly authorized representative. Any waiver will be effective only with respect to the specific instance involved, and will not impair or limit the right of the waiving party to insist upon strict performance of the right or obligation in any other instance, in any other respect, or at any other time.

12. Severability. The parties intend that this Note be enforced to the greatest extent permitted by applicable law. Therefore, if any provision of this Note, on its face or as applied to any person or circumstance, is or becomes unenforceable to any extent, the remainder of this Note and the application of that provision to other persons, circumstances, or extent, will not be impaired.

13. Maximum Interest. Notwithstanding any other provisions of this Note, any interest, fees, or charges payable by reason of the indebtedness evidenced by this Note shall not exceed the maximum permitted by law.

Buyer:

Lane County

By:  (acting)

Date:

August 14, 2019

Due Diligence Period Extension

FIRST AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

THIS FIRST AMENDMENT TO AGREEMENT OF PURCHASE AND SALE (this "Amendment") is made and entered into as of the date last signed below, by and between Wilson Investments, LLC, an Oregon limited liability company ("Seller") and Lane County ("Buyer").

RECITALS

A. Seller and Buyer previously entered into that certain Agreement of Purchase and Sale, dated as of August 7, 2019 (the "Agreement"), with respect to the real property situated at 2699 Roosevelt Boulevard, 241 Highway 99 and 295 Highway 99, Eugene, OR, and more particularly described therein;

B. Seller and Buyer desire to amend certain provisions of the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the Agreement, the foregoing Recitals, the mutual agreements, covenants and promises contained in this Amendment, and good and valuable consideration, the receipt, sufficiency and validity of which is hereby acknowledged, Seller and Buyer agree as follows:

1. Due Diligence Extension. The Due Diligence Period is extended to Friday, November 15, 2019, to allow Buyer additional time to evaluate the results of the environmental investigation, present those results to Seller, and to make such adjustments to the Agreement as Buyer and Seller may wish to make, if any, based upon the investigation.

2. Other Conditions (b), (c), and (d) are hereby removed, except as stated in this Amendment.

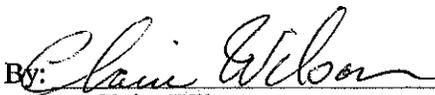
3. Except as modified by this Amendment, the Agreement remains in full force and effect. All references in the Agreement to "this Agreement" shall be deemed references to the Agreement as modified by this Amendment.

4. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first set forth above.

SELLER:

Wilson Investments, LLC

By: 

Claire Wilson

BUYER:

Lane County

By: 

Digitally signed by Steve Makrohisky
DN: cn=Steve Makrohisky, o=Lane
County, ou=County Administration,
email=diana.jones@co.lane.or.us,
c=US
Date: 2019.11.05 14:20:06 -0800

APPROVED AS TO FORM

Date 11/5/2019 Lane County


OFFICE OF LEGAL COUNSEL