



## AGENDA COVER MEMO

Memorandum Date: March 30, 2020

Order Date: March 31, 2020

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TO: Board of County Commissioners

DEPARTMENT: County Administration

PRESENTED BY: Greg Rikhoff, Director of Operations  
Karen Gaffney, Department Director, Department of Health  
& Human Services

AGENDA ITEM TITLE: ORDER/In the Matter of Purchasing Property at 100 River Avenue for \$1,800,000 for Use in Response to the COVID-19 Emergency, and Delegating Authority to the County Administrator to Execute Documents Necessary to Complete the Purchase and Prepare the Facility

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### I. MOTION

Move to approve the purchase and preparation of the property at 100 River Avenue for use in the COVID-19 emergency, as described in the attached Board Order.

### II. AGENDA ITEM SUMMARY

The Board is asked to approve the purchase of real property located at 100 River Avenue in Eugene, Oregon for \$1,800,000, to be prepared and used by the County's Department of Health & Human Services for surge capacity for persons who are ill as part of the County's response to the COVID-19 epidemic.

### III. BACKGROUND/IMPLICATIONS OF ACTION

#### A. Board Action and Other History

Both the President of the United States and the Governor of the State of Oregon have declared the COVID-19 pandemic an emergency, and the Lane County Board of Commissioners also declared this pandemic to be an emergency, as recorded in Board Order 20-03-17-06.

#### B. Discussion

A facility capable of being used for providing medical services is urgently needed as part of the County's emergency response to the COVID-19 pandemic. In order

to carry out the work for ESF-6 (Mass Shelter) and ESF-8 (Public Health), the County needs to position surge capacity for medical response for people who are unhoused and who are ill—both those who need to isolate or quarantine and have no other safe place to do that, and those who are coming out of hospitals and need a safe place to recover. Preparation of this facility is an alternative to the practice of using individual private hotel rooms, which have proven to be difficult to secure, increasingly expensive, and will create great challenges to staffing if the numbers of people needing this service continues to climb. The building owner has agreed to allow the County to occupy the site during the due diligence period which allows us to move quickly to position this resource as we expect the number of people infected with COVID-19 to increase significantly.

Lane County and the City of Eugene have a well-documented, high rate of homelessness. Data from the 2018 Point in Time Count indicated that Eugene had the highest per capita rate of unsheltered people in the nation. Given that data, and the underlying medical vulnerability for most people who are chronically homeless, the County must pre-position this resource in anticipation of significant illness within this vulnerable population.

The plan for this surge capacity is built on the pre-existing work by Lane County and the City of Eugene as documented in the Lane Shelter Feasibility Study (also known as the TAC report). As part of work to address underlying shelter needs, an assessment of potential properties for shelter and homeless navigation services was conducted, including generally feasibility, availability, and appropriate use. This process identified the property at River Avenue as the best option to be able to quickly convert for this purpose.

This building is planned to provide non-congregate shelter, as an alternative to providing private hotel rooms for unhoused individuals who have been determined to meet the criteria for being tested for COVID-19, but who do not need to be admitted to a hospital. The County will be able to house individuals in isolation at this facility until such time as their test results are negative or until they have gone 72 hours, without the aid of medication, with no fever or cough. Additionally, this building will provide discharge capacity for unhoused individuals coming out of a hospital to enable maximum capacity in the area hospitals.

After a review of available resources in the community, the County has found that there are no practicable alternatives to this facility for rapid development of this capacity. In order to prevent the spread of Covid-19, while caring for community members appropriately and using hospital resources effectively, the County determined this was the only feasible solution that can be implemented in a timely fashion, given the cost compared to renting and staffing patients in hotel rooms and the lack of hospital capacity.

C. Policy Issues

This plan addresses Strategic Priority 1: a Safe, Healthy County.

D. Financial and/or Resource Considerations

Funds for the purchase of the building and preparation of the facility will be drawn from the General Fund's 'service stabilization reserve.' The County will apply for reimbursement of the costs for this facility from state and federal sources.

E. Health Implications

Timely response to the COVID-19 epidemic is essential to the County's emergency response to the COVID-19 pandemic, for care of at-risk individuals, prevention of the rapid spread of illness, reducing the peak load on medical facilities, and fulfilling the County's public health obligations.

F. Analysis

Analysis of Necessity

Lane County has actively chosen non-congregate sheltering to address the immediate public health and safety needs of individuals that directly relate to eligible emergency protective measures taken to respond to the COVID-19 emergency at the direction or guidance of state, local, tribal, and territorial public health officials.

Again, Lane County and the City of Eugene have a well-documented, high rate of homelessness. Data from the 2018 Point-in-Time Count indicated that Eugene had the highest per capita rate of unsheltered people in the nation. Lane County's By-Name-List counts each unduplicated individual who interacts with homeless service providers in Lane County. In February 2020, 4,139 people are on the list, 789 of whom are over the age of 55. Of the 4,139 people, 2,051 have disabilities, and 1,449 are Chronically Homeless. Given that data, and the underlying medical vulnerability for most people who are chronically homeless, the County must position this resource in anticipation of significant illness within this vulnerable population.

Lane County has opened two emergency sheltering locations for people who are unhoused and need a place to "stay home, save lives," per Oregon Governor Kate Brown's Executive Order 20-12 dated March 23, 2020. This space provides people with a place to sleep as well as access to basic needs they are accustomed to locating elsewhere in the community but can no longer receive because of COVID-19-related closures. The county also opened one congregate shelter site that provides care for people who are mildly symptomatic to separate them from the general population in the emergency "stay home" shelters and encampments.

## Analysis of Alternatives

Additional placement is needed to house people with symptoms and with confirmed COVID-19 cases. The county has explored using hotels to house symptomatic people who can't return to a home to recover after receiving a confirmed COVID-19 diagnosis or to await test results. The cost for doing this outstrips county resources. Bids for an empty hotel without staffing or services range from \$46,172.50 per month for 66 rooms with a minimum 6-8 month commitment to \$170,000 per month for 71 rooms on a month to month basis. Other bids for hotels that are not closed have come back at a per diem rate of \$109 per room per night, and it has proven difficult to get local hotels to accept patients who are awaiting COVID-19 test results.

Even so, Lane County needs to place people who are unhoused in a non-congregate setting to recover from COVID-19 if they don't require hospitalization and if they don't have a home to return to for recovery. Due to the overwhelming cost of using hotels for this purpose, the county identified the property at 100 River Ave, Eugene, OR 97404 as an ideal location. The building was formerly a VA clinic, and the set-up allows for non-congregate housing and monitoring for people who otherwise would be in the general public, potentially spreading COVID-19. The purchase price is \$1.8 million, and the facility can accommodate at least 100 beds with appropriate social distancing based on initial estimates.

While the county created congregate shelter options to help keep people well and provide access to basic needs and essential medical attention, a need for non-congregate shelter for people with symptoms out of the general population to reduce spread of disease exists. Non-congregate shelter will allow for better service provision and monitoring, safer distancing, and will keep the unhoused/unsheltered population as safe as possible given CDC's guidelines for distancing in a congregate shelter space. The county simply does not have the square footage available to allow for this level of distancing for the number of people who will require services. The other options for non-congregate sheltering (specifically, hotels/motels) are neither financially feasible nor sustainable, given the uncertain duration of the crisis. In order to prevent the spread of COVID-19 while caring for its citizens appropriately and using hospital resources effectively, Lane County determined that the only feasible solution that could be implemented in a timely fashion is proceeding with a non-congregate option at the 100 River Avenue site.

## Cost Analysis

The price for acquisition of a single-site non-congregate option for COVID-19 emergency response is \$1,800,000. Renting hotels with vacant rooms (a total of 137 rooms) for facilities only at multiple locations would substantially increase staffing expenses and transportation costs, an estimated six-month minimum operational cost of \$1,297,035. Renting 100 hotel rooms at offered per-diem rate (facilities and basic housekeeping) would involve a nightly cost of \$10,900, or \$331,541 monthly, for a total six month minimum operational cost of \$1,989,250.

### Additional Considerations

The purchase of the 100 River Avenue facility by Lane County is an emergency action undertaken to provide greater capacity for those residents of Lane County who are experiencing homelessness or for whom the Governor's Executive Order to stay at home is impossible given their particular circumstances.

On March 27, President Trump approved Oregon's disaster declaration. That action allows state and local government to gain a 75% federal reimbursement for select expenses incurred in response to the Coronavirus. Whether or not the purchase of 100 River Avenue is eligible for reimbursement is not known at this time. Each FEMA region has different criteria for reimbursement eligibility. Lane County has received advice that it may be more likely to receive a reimbursement if it can show that this facility is established to provide services to an expanded population, rather than limiting access to only those who are homeless. The fact that this action is being undertaken now, at what may be the cusp of exponential growth in the spread of this disease within Lane County, will help showcase the emergency nature of this purchase. The timeline for reimbursement is also unknown.

#### G. Alternatives/Options

The only identified alternative to purchase and development of this facility is to negotiate for, or compel the use of private hotel rooms for affected individuals, along with increased staffing and control requirements that would be necessary. Lease of this facility is not an option, as the property is currently in foreclosure by the lender.

#### IV. RECOMMENDATION

Staff recommends that the Board proceed with the purchase and preparation of the property at 100 River Avenue for use in the Covid-19 emergency, as described in the attached Board Order.

#### V. TIMING/IMPLEMENTATION

If approved by the Board, a purchase and sale agreement (PSA) in substantially the form attached, allowing immediate occupancy by the County during the due diligence period, will be immediately executed by the County Administrator and given to the Seller, along with a non-refundable \$100,000 down payment. The due diligence period under the PSA is 21 days, which should be ample time for the County to perform due diligence with respect to environmental considerations, the building's systems and structure, and title report. Closing would then occur within 5 days of the County being satisfied with the conditions placed upon the sale.

Preparation for occupancy would begin immediately, not more than 24 hours later, commencing with cleaning, transfer of utilities, startup of mechanical systems, and space planning.

VI. FOLLOW-UP

The County Administrator will provide the Board with periodic updates as the property transaction and preparation of the site progress.

VII. ATTACHMENTS

Board Order

Exhibit A – Purchase and Sale Agreement

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

IN THE MATTER OF PURCHASING  
PROPERTY AT 100 RIVER AVENUE FOR  
\$1,800,000 FOR USE IN RESPONSE TO  
THE COVID-19 EMERGENCY, AND  
DELEGATING AUTHORITY TO THE  
COUNTY ADMINISTRATOR TO  
EXECUTE DOCUMENTS NECESSARY TO  
COMPLETE THE PURCHASE AND  
PREPARE THE FACILITY

**WHEREAS**, Lane County has declared a state of emergency throughout all of Lane County related to the COVID-19 pandemic; and

**WHEREAS**, the public health response to COVID-19 requires a facility to carry out the work for ESF-6 (Mass Shelter) and ESF-8 (Public Health) with respect to individuals who are unhoused and ill; and

**WHEREAS**, Lane County staff have provided an analysis of the necessity for providing non-congregate sheltering, the alternatives for siting such sheltering, and the expected relative costs for the alternatives, which is accepted and adopted in support of this Order; and

**WHEREAS**, Lane County has determined that the property located at 100 River Avenue in Eugene, Oregon is the only known available and affordable site capable of being rapidly established for the necessary facility, and is immediately available at a reasonable price; and

**WHEREAS**, Lane County will apply for reimbursement of costs related to the facility from non-County funds to be made available for the emergency; and

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

1. County staff are authorized to complete negotiations and purchase the facility and real property at 100 River Avenue, Lane County, described as Tax Lot 1600 on Assessor's Map 17-04-13-22, under a purchase agreement substantially similar to the agreement attached as Exhibit A; and
2. The County Administrator is delegated authority to execute all documents required for the purchase of the property, and to take all such actions as he deems necessary for preparation and operation of the facility for the emergency.

**ADOPTED** this \_\_\_\_ day of March, 2020 \_\_\_\_\_

APPROVED AS TO FORM

Date \_\_\_\_\_

Heather Buch, Chair  
Lane County Board of Commissioners

EXHIBIT A

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

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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: Steven Bennett of Bob Bennett Realty (the "Selling Firm") is the agent of (check one):  
 Buyer exclusively;  Seller exclusively;  both Seller and Buyer ("Disclosed Limited Agency").

(b) Buyer Agent: John Brown of Evans, Elder, Brown & Seubert (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: Lane County, a political subdivision of the State of Oregon c/o Steve Mokrohisky

(sign) \_\_\_\_\_ Date: \_\_\_\_\_

Seller: (print) \_\_\_\_\_ (sign) \_\_\_\_\_ Date: \_\_\_\_\_

Seller: (print) \_\_\_\_\_ (sign) \_\_\_\_\_ Date: \_\_\_\_\_

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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: Oregon Va1 LLC ("Seller")
Address: 5060 California Avenue, Ste 1150, Bakersfield CA 93309
Home Phone:
Office Phone:
Fax No.:
E-Mail: Mike@morelandcd.com

AND: Lane County a political subdivision of the State of Oregon c/o Steve Mokrohisky ("Buyer")
Address: 125 E 8th Avenue Eugene, OR 97401
Home Phone:
Office Phone:
Fax No.:
E-Mail:

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 100 River Avenue in the City of Eugene, County of Lane, Oregon aka Tax Lot 1600 Map 17-04-13-22 legally (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 One Million Eight Hundred Thousand dollars (\$1,800,000) (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 Two (2) days of the Execution Date, Buyer shall deliver into Escrow (as defined herein), for the account of Buyer, \$100,000 as non-refundable but applicable to the purchase price earnest money (the "Earnest Money") in the form of:

Promissory note (the "Note"); [X] 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 [ ] Escrow (as hereinafter defined) [ ] Selling Firm's Client Trust Account [ ] Buying Firm's Clients' Trust Account, no later than 5:00 PM Pacific Time three (3) business days after 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).

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(b) If the Earnest Money is in the form of a Note, it shall be due and payable  no later than 5:00 PM Pacific Time three (3) days after the Execution Date;  No more than Two (2) business days after satisfaction or waiver by Buyer of the conditions to Buyer's obligation to purchase the Property set forth in this Agreement; or  Other: \_\_\_\_\_. If the terms of the Note and this Agreement conflict, the terms of this Agreement shall govern. If the Note is not redeemed and paid in full when due, then: (i) the Note shall be delivered and endorsed to Seller (if not already in Seller's possession); (ii) Seller may collect the Earnest Money from Buyer, either pursuant to an action on the Note or an action on this Agreement; and (iii) Seller shall have no further obligations under this Agreement.

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

1.2.2 Balance of Purchase Price. Buyer shall pay the balance of the Purchase Price at Closing by  cash or other immediately available funds; or  Other: \_\_\_\_\_.

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

2. Conditions to Purchase.

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

- None;
- Within 21 days of the Execution Date, Buyer's approval of the results of (collectively, the "General Conditions"): (a) the Property inspection described in Section 3 below; (b) the document review described in Section 4 below; and (c) Buyers review and approval of a Level I environmental report to be provided by Seller, complete building and equipment inspections and Buyer receiving approval from the Lane County Board of Commissioners.
- Within \_\_\_\_\_ days of the Execution Date, Buyer's receipt of confirmation of satisfactory financing (the "Financing Condition"); and/or
- Other Buyer to be allowed to occupy and complete cosmetic upgrades to the property prior to closing

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

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102 2.2 If, for any reason in Buyer's sole discretion, Buyer has not timely given written waiver of the  
103 Conditions set forth in Section 2.1, or stated in writing that such Conditions have been satisfied, by notice given to  
104 Seller within the time periods for such conditions set forth above, this Agreement shall be deemed automatically  
105 terminated, the Earnest Money shall be promptly returned to Buyer, and thereafter, except as specifically provided to  
106 the contrary herein, neither party shall have any further right or remedy hereunder.  
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108 3. Property Inspection. Seller shall permit Buyer and its agents, at Buyer's sole expense and risk, to enter  
109 the Property at reasonable times after reasonable prior notice to Seller and after prior notice by Seller to the Tenants  
110 as required by the applicable Leases, if any, to conduct any and all inspections, tests, and surveys concerning the  
111 structural condition of the improvements, all mechanical, electrical and plumbing systems, hazardous materials, pest  
112 infestation, soils conditions, wetlands, Americans with Disabilities Act compliance, zoning, and all other matters  
113 affecting the suitability of the Property for Buyer's intended use and/or otherwise reasonably related to the purchase  
114 of the Property including the economic feasibility of such purchase. If the transaction contemplated in this Agreement  
115 fails to close for any reason (or no reason) as a result of the act or omission of Buyer or its agents, Buyer shall  
116 promptly restore the Property to substantially the condition the Property was in prior to Buyer's performance of any  
117 inspections or work. Buyer shall indemnify, hold harmless, and defend Seller from all liens, costs, and expenses,  
118 including reasonable attorneys' fees and experts' fees, arising from or relating to Buyer's entry on and inspection of  
119 the Property. This agreement to indemnify, hold harmless, and defend Seller shall survive Closing or any termination  
120 of this Agreement.  
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122 4. Seller's Documents. Within 2 days after the Execution Date, Seller shall deliver to Buyer or Buyer's  
123 designee, legible and complete copies of the following documents, including without limitation, a list of the Personal  
124 Property, and other items relating to the ownership, operation, and maintenance of the Property to the extent now in  
125 existence and to the extent such items are or come within Seller's possession or control: All plans, specifications,  
126 prior inspections including any environmental reports, appraisals, geo tech reports, building inspection reports,  
127 appraisals, maintenance and service contracts, and any other related items deemed relevant to the ownership,  
128 operation and maintenance of the subject property.  
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130 5. Title Insurance. Within 5 days after the Execution Date, Seller shall cause to be delivered to Buyer a  
131 preliminary title report from the title company (the "Title Company") selected by Seller (the "Preliminary Report"),  
132 showing the status of Seller's title to the Property, together with complete and legible copies of all documents shown  
133 therein as exceptions to title ("Exceptions"). Buyer shall have 5 days after receipt of a copy of the Preliminary Report  
134 and Exceptions within which to give notice in writing to Seller of any objection to such title or to any liens or  
135 encumbrances affecting the Property. Within 5 days after receipt of such notice from Buyer, Seller shall give Buyer  
136 written notice of whether it is willing and able to remove the objected-to Exceptions. Without the need for objection by  
137 Buyer, Seller shall, with respect to liens and encumbrances that can be satisfied and released by the payment of  
138 money, eliminate such exceptions to title on or before Closing. Within 2 days after receipt of such notice from Seller  
139 (the "Title Contingency Date"), Buyer shall elect whether to: (i) purchase the Property subject to those objected-to  
140 Exceptions which Seller is not willing or able to remove; or (ii) terminate this Agreement. If Buyer fails to give Seller  
141 notice of Buyer's election, then such inaction shall be deemed to be Buyer's election to terminate this Agreement.  
142 On or before the Closing Date (defined below), Seller shall remove all Exceptions to which Buyer objects and which  
143 Seller agrees, or is deemed to have agreed, Seller is willing and able to remove. All remaining Exceptions set forth in  
144 the Preliminary Report and those Exceptions caused by or agreed to by Buyer shall be deemed  
145 "Permitted Exceptions."  
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147 6. Default; Remedies. Notwithstanding anything to the contrary contained in this Agreement, in the event  
148 Buyer fails to deposit the Earnest Money in Escrow strictly as and when contemplated under Section 1.2.1 above,  
149 Seller shall have the right at any time thereafter, but prior to Buyer's deposit of the Earnest Money to Escrow, to  
150 terminate this Agreement and all further rights and obligations hereunder by giving written notice thereof to Buyer. If  
151 the conditions, if any, to Buyer's obligation to consummate this transaction are satisfied or waived by Buyer and Buyer

152 fails, through no fault of Seller, to close on the purchase of the Property, Seller's sole remedy shall be to retain the  
153 Earnest Money paid by Buyer. In the event Seller fails, through no fault of Buyer, to close the sale of the Property,  
154 Buyer shall be entitled to pursue any remedies available at law or in equity, including without limitation, the return of  
155 the Earnest Money paid by Buyer or the remedy of specific performance. In no event shall either party be entitled to  
156 punitive or consequential damages, if any, resulting from the other party's failure to close the sale of the Property.

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158 7. Closing of Sale.

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160 7.1 Buyer and Seller agree the sale of the Property shall be consummated, in Escrow,  on or before  
161 \_\_\_\_\_ or  No more than 5 days after the conditions set forth in Sections 2.1, 3, 4 and 5 have been satisfied or  
162 waived in writing by Buyer (the "Closing" or the "Closing Date"). The sale of the Property shall be deemed closed  
163 when the document(s) conveying title to the Property is/are delivered and recorded and the Purchase Price is  
164 disbursed to Seller.

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166 7.2 At Closing, Buyer and Seller shall deposit with the Escrow Holder all documents and funds required  
167 to close the transaction in accordance with the terms of this Agreement. At Closing, Seller shall deliver a certification  
168 in a form provided by the Escrow Holder confirming whether Seller is or is not a "foreign person" as such term is  
169 defined by applicable law and regulations.

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

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

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191 9. Possession. Seller shall deliver exclusive possession of the Property, subject to the Tenancies (if any)  
192 existing as of the Closing Date, to Buyer  on the Closing Date or  Upon execution of the purchase agreement  
193 and deposit of the non-refundable earnest money.

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

203 on the Closing Date. Seller's representations and warranties stated in this Agreement shall survive Closing for one (1)  
204 year.

205  
206 11. Operation of Property. Between the Execution Date and the Closing Date, Seller shall continue to  
207 operate, maintain and insure the Property consistent with Seller's current operating practices. After Buyer has  
208 satisfied or waived the conditions to Buyer's obligation to purchase the Property, and the Earnest Money is non-  
209 refundable, Seller may not, without Buyer's prior written consent, which consent shall not be unreasonably withheld,  
210 conditioned, or delayed, enter into: (a) any new leases or occupancy agreements for the Property; (b) any material  
211 amendments or modification agreements for any existing leases or occupancy agreements for the Property; or (c) any  
212 service contracts or other agreements affecting the Property that are not terminable at the Closing.

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

219  
220 13. Arbitration. IF AND ONLY IF THIS SECTION IS INITIALED BY EACH OF BUYER AND SELLER, THE  
221 FOLLOWING SHALL APPLY TO THIS AGREEMENT:

222  
223 ANY DISPUTE BETWEEN BUYER AND SELLER RELATED TO THIS AGREEMENT, THE PROPERTY, OR THE  
224 TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT WILL BE RESOLVED BY ARBITRATION GOVERNED  
225 BY THE OREGON UNIFORM ARBITRATION ACT (ORS 36.600 et seq.) AND, TO THE EXTENT NOT  
226 INCONSISTENT WITH THAT STATUTE, CONDUCTED IN ACCORDANCE WITH THE RULES OF PRACTICE AND  
227 PROCEDURE FOR THE ARBITRATION OF COMMERCIAL DISPUTES OF ARBITRATION SERVICES OF  
228 PORTLAND ("ASP"). THE ARBITRATION SHALL BE CONDUCTED IN PORTLAND, OREGON AND  
229 ADMINISTERED BY ASP, WHICH WILL APPOINT A SINGLE ARBITRATOR HAVING AT LEAST FIVE (5) YEARS  
230 EXPERIENCE IN THE COMMERCIAL REAL ESTATE FIELD IN THE \_\_\_\_\_ GEOGRAPHIC AREA (IF BLANK IS  
231 NOT COMPLETED, PORTLAND METROPOLITAN AREA). ALL ARBITRATION HEARINGS WILL BE  
232 COMMENCED WITHIN THIRTY (30) DAYS OF THE DEMAND FOR ARBITRATION UNLESS THE ARBITRATOR,  
233 FOR SHOWING OF GOOD CAUSE, EXTENDS THE COMMENCEMENT OF SUCH HEARING. THE DECISION OF  
234 THE ARBITRATOR WILL BE BINDING ON BUYER AND SELLER, AND JUDGMENT UPON ANY ARBITRATION  
235 AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THE PARTIES ACKNOWLEDGE THAT,  
236 BY AGREEING TO ARBITRATE DISPUTES, EACH OF THEM IS WAIVING CERTAIN RIGHTS, INCLUDING ITS  
237 RIGHTS TO SEEK REMEDIES IN COURT (INCLUDING A RIGHT TO A TRIAL BY JURY), TO DISCOVERY  
238 PROCESSES THAT WOULD BE ATTENDANT TO A COURT PROCEEDING, AND TO PARTICIPATE IN A CLASS  
239 ACTION.

240 \_\_\_\_\_  
241 Initials of Buyer

240 \_\_\_\_\_  
241 Initials of Seller

242  
243 14. Attorneys' Fees. In the event a suit, action, arbitration, or other proceeding of any nature whatsoever,  
244 including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted, or the services of an  
245 attorney are retained, to interpret or enforce any provision of this Agreement or with respect to any dispute relating to  
246 this Agreement, the prevailing or non-defaulting party shall be entitled to recover from the losing or defaulting party its  
247 attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred  
248 in connection therewith (the "Fees"). In the event of suit, action, arbitration, or other proceeding, the amount of Fees  
249 shall be determined by the judge or arbitrator, shall include all costs and expenses incurred on any appeal or review,  
250 and shall be in addition to all other amounts provided by law.

251  
252 15. Notice. THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION  
253 DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND

REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

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

17. Brokerage Agreement. For purposes of Sections 14 and 17 of this Agreement, the Agency Acknowledgement on page 1 this Agreement is incorporated into this Agreement as if fully set forth herein. Seller agrees to pay a commission to Selling Firm in the amount of either:  Five percent (5%) of the Purchase Price or  \$ \_\_\_\_\_. Such commission shall be divided between Selling Firm and Buying Firm such that Selling Firm receives Fifty percent (50%) and Buying Firm receives Fifty percent (50%). Seller shall cause the Escrow Holder to deliver to Selling Firm and Buying Firm the real estate commission on the Closing Date or upon Seller's breach of this Agreement, whichever occurs first. If the Earnest Money is forfeited by Buyer and retained by Seller in accordance with this Agreement, in addition to any other rights the Selling Firm and Buying Firm may have, the Selling Firm and the Buying Firm, together, shall be entitled to the lesser of: (i) fifty percent (50%) of the Earnest Money; or (ii) the commission agreed to above, and Seller hereby assigns such amount to the Selling Firm and the Buying Firm.

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

19. Miscellaneous. Time is of the essence of this Agreement. If the deadline under this Agreement for delivery of a notice or performance of any obligation is a Saturday, Sunday, or federal or Oregon State legal holiday, such deadline will be deemed extended to the next following business day. The facsimile and/or electronic mail transmission of any signed document including this Agreement in accordance with Section 18 shall be the same as

305 delivery of an original. At the request of either party, the party delivering a document by facsimile and/or electronic  
306 mail will confirm such transmission by signing and delivering to the other party a duplicate original document. This  
307 Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall  
308 constitute one and the same Agreement. This Agreement contains the entire agreement and understanding of the  
309 parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous  
310 agreements between them. Without limiting the provisions of Section 12 of this Agreement, this Agreement shall be  
311 binding upon and shall inure to the benefit of Buyer and Seller and their respective successors and assigns. Solely  
312 with respect to Sections 14 and 17, Selling Firm and Buying Firm are third party beneficiaries of this Agreement. The  
313 person signing this Agreement on behalf of Buyer and the person signing this Agreement on behalf of Seller each  
314 represents, covenants and warrants that such person has full right and authority to enter into this Agreement and to  
315 bind the party for whom such person signs this Agreement to its terms and provisions. Neither this Agreement nor a  
316 memorandum hereof shall be recorded unless the parties otherwise agree in writing.

317  
318 20. Governing Law. This Agreement is made and executed under, and in all respects shall be governed  
319 and construed by, the laws of the State of Oregon.

320  
321 21. Lease(s) and Personal Property.

322  
323 21.1 Leases.

324  
325 21.1.1 If required by Buyer or Buyer's lender and provided for in such Tenant's Lease, Seller shall  
326 use commercially reasonable efforts to deliver to Buyer, at least \_\_\_\_\_ days (**three (3) if not filled in**) before the  
327 Closing Date, a Tenant estoppel certificate, reasonably acceptable to Buyer, pertaining to each Lease at the Property  
328 in effect as of the Closing Date (each, a "Tenant Estoppel"). Such Tenant Estoppels shall be dated no more than  
329 \_\_\_\_\_ days (**fifteen (15) if not filled in**) prior to the Closing Date and shall certify, among other things: (a) that the  
330 Lease is unmodified and in full force and effect, or is in full force and effect as modified, and stating the modifications;  
331 (b) the amount of the rent and the date to which rent has been paid; (c) the amount of any security deposit held by  
332 Seller; and (d) that neither party is in default under the Lease or if a default by either party is claimed, stating the  
333 nature of any such claimed default. If Seller has not obtained Tenant Estoppels from all Tenants of the Property,  
334 then Seller shall execute and deliver to Buyer a Tenant Estoppel with respect to any such Lease setting forth the  
335 information required by this Section 21.1 and confirming the accuracy thereof.

336  
337 21.1.2 If applicable, the assignment of the Lease(s) by Seller, and assumption of the Lease(s) by  
338 Buyer shall be accomplished by executing and delivering to each other through Escrow an Assignment of Lessor's  
339 Interest under Lease substantially in the form of Exhibit B attached hereto (the "Assignment").

340  
341 21.2 Personal Property. If applicable, Seller shall convey all Personal Property to Buyer by  
342 executing and delivering to Buyer at Closing through Escrow (as defined below), a Bill of Sale substantially in the form  
343 of Exhibit C attached hereto (the "Bill of Sale"). A list of such Personal Property shall be attached to the Bill of Sale.

344  
345 22. Residential Lead-Based Paint Disclosure. IF THE PROPERTY CONSISTS OF RESIDENTIAL  
346 HOUSING BUILT PRIOR TO 1978, BUYER AND SELLER MUST COMPLETE THE LEAD-BASED PAINT  
347 DISCLOSURE ADDENDUM ATTACHED HERETO AS EXHIBIT D.

348  
349 23. Addenda; Exhibits. The following named addenda and exhibits are attached to this Agreement and  
350 incorporated within this Agreement:

- 351  Exhibit A – Legal Description of Property  
352  Exhibit B – Assignment of Lessor's Interest under Lease (if applicable)  
353  Exhibit C – Bill of Sale (if applicable)  
354  Exhibit D – Lead Paint Disclosure Addendum (if applicable)  
355  Exhibit E – AS IS Exceptions (if applicable)

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24. Time for Acceptance. If Seller does not return to Buyer a signed and dated version of this Agreement on or before 5:00 PM Pacific Time on March 31, 2020, then the Earnest Money shall be promptly refunded to Buyer and thereafter, neither party shall have any further right or obligation hereunder.

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

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

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

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

**Buyer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

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

Buyer \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

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

Seller \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

407  
408 Date \_\_\_\_\_  
409  
410

411  
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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)):	Before _____
• Seller shall deliver Seller's documents to Buyer (Section 4):	Within _____ days after the Execution Date
• Seller shall deliver Preliminary Report to Buyer (Section 5):	Within _____ days after the Execution Date
• Buyer's title objection notice due to Seller (Section 5):	Within _____ days after receipt of the Preliminary Report
• Seller's title response due to Buyer (Section 5):	Within _____ days after receipt of Buyer's title objection notice
• Title Contingency Date (Section 5):	Within _____ days after receipt of Seller's title response
• Expiration date for satisfaction of General Conditions (Section 2.1):	Within _____ 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 _____ days of the Execution Date
• Closing Date (Section 7.1):	_____

418  
 419

Initials of Buyer: \_\_\_\_\_      Initials of Seller: \_\_\_\_\_  
 Initials of Buyer: \_\_\_\_\_      Initials of Seller: \_\_\_\_\_

EXHIBIT A  
LEGAL DESCRIPTION OF PROPERTY

—

EXHIBIT B

1 RECORDING REQUESTED BY \_\_\_\_ AND \_\_\_\_  
2 WHEN RECORDED MAIL TO:  
3 Company: \_\_\_\_  
4 Address: \_\_\_\_  
5 City, State, Zip \_\_\_\_

7 ASSIGNMENT OF LEASES

8  
9 THIS ASSIGNMENT OF LEASES (this "Assignment") is made and entered into as of this \_\_\_\_ day of  
10 \_\_\_\_, \_\_\_\_, by and between \_\_\_\_, a \_\_\_\_ ("Assignor"), and \_\_\_\_, a \_\_\_\_ ("Assignee").

11  
12 RECITALS

13  
14 This Assignment is entered into on the basis of and with respect to the following facts, agreements and  
15 understandings:

16  
17 A. On \_\_\_\_, \_\_\_\_, Assignor, as "Lessor," and \_\_\_\_, \_\_\_\_ as "Lessee," entered into a certain Lease,  
18 pursuant to which said Lessor leased to said Lessee certain real property in the City of \_\_\_\_, County of \_\_\_\_, State  
19 of \_\_\_\_ (the "Premises"), which Premises are a portion of the property more particularly described on Exhibit A,  
20 attached hereto and made part hereof by this reference (the "Property"). Said Lease is hereinafter referred to as the  
21 "Lease."

22  
23 B. By an instrument dated of even date herewith and recorded prior to this instrument, Assignor sold and  
24 conveyed its fee interest in and to the Property to Assignee and, in conjunction therewith, Assignor agreed to assign  
25 its interest as Lessor under the Lease to Assignee and Assignee agreed to assume the obligations of the Lessor  
26 under the Lease, all as more particularly set forth in this Assignment.

27  
28 NOW, THEREFORE, for good and valuable consideration, including the mutual covenants and agreements  
29 set forth herein, Assignor and Assignee agree as follows:

30  
31 1. Assignment. Assignor hereby sells, assigns, grants, transfers and sets over to Assignee, its heirs,  
32 personal representatives, successors and assigns, all of Assignor's right, title and interest as Lessor under the Lease.

33  
34 2. Acceptance of Assignment and Assumption of Obligations. Assignee hereby accepts the  
35 assignment of the Lessor's interest under the Lease and, for the benefit of Assignor, assumes and agrees faithfully to  
36 perform all of the obligations which are required to be performed by the Lessor under the Lease on or after the  
37 Effective Date (defined below).

38  
39 3. Effective Date. The effective date of this Assignment and each and every provision hereof is and  
40 shall be \_\_\_\_ (the "Effective Date"). (If no dated is identified, the Effective Date shall be the date the deed from  
41 Assignor to Assignee is recorded.)

42  
43 4. Assignor's Indemnity of Assignee. Assignor hereby agrees to defend (with counsel reasonably  
44 satisfactory to Assignee) and indemnify Assignee, its heirs, personal representatives, successors and assigns, and  
45 each of them, from and against any and all claims, suits, demands, causes of action, actions, liabilities, losses,  
46 damages, costs and expenses (including attorneys' fees) arising out of or resulting from any act or omission  
47 committed or alleged to have been committed by Assignor as Lessor under the Lease, including without limitation any  
48 breach or default committed or alleged to have been committed by the Lessor under the Lease, prior to the Effective  
49 Date.

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5. Assignee's Indemnity of Assignor. Assignee, for itself and on behalf of its heirs, personal representatives, successors and assigns, hereby agrees to defend (with counsel reasonably satisfactory to Assignor) and indemnify Assignor, its partners, and their respective directors, officers, employees, agents, representatives, successors and assigns, and each of them, from and against any and all claims, suits, demands, causes of action, actions, liabilities, losses, damages, costs and expenses (including attorneys' fees) arising out of or resulting from any act or omission committed or alleged to have been committed by Assignee, its heirs, personal representatives, successors and assigns, as Lessor under the Lease, including without limitation any breach or default committed or alleged to have been committed by the Lessor under the Lease, on or after the Effective Date.

6. Successors and Assigns. This Assignment, and each and every provision hereof, shall bind and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

7. Governing Law. This Assignment shall be construed and interpreted and the rights and obligations of the parties hereto determined in accordance with the laws of the state where the Property is located.

8. Headings and Captions. The headings and captions of the paragraphs of this Assignment are for convenience and reference only and in no way define, describe or limit the scope or intent of this Assignment or any of the provisions hereof.

9. Gender and Number. As used in this Assignment, the neuter shall include the feminine and masculine, the singular shall include the plural and the plural shall include the singular, as the context may require.

10. Multiple Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the respective dates set opposite their signatures below, but this Assignment on behalf of such party shall be deemed to have been dated as of the date first above written.

ASSIGNOR: \_\_\_\_\_

ASSIGNEE: \_\_\_\_\_

*[Acknowledgement page follows.]*



EXHIBIT C  
BILL OF SALE

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

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

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

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

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

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

\_\_\_\_\_, \_\_\_\_\_.

SELLER:

\_\_\_\_\_

BUYER:

\_\_\_\_\_

1 EXHIBIT D  
2 LEAD-BASED PAINT DISCLOSURE ADDENDUM  
3 (TO BE COMPLETED IF THE PROPERTY CONSISTS OF RESIDENTIAL HOUSING BUILT PRIOR TO 1978)  
4

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

12 LEAD WARNING STATEMENT

13 EVERY PURCHASER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY ON WHICH A RESIDENTIAL  
14 DWELLING WAS BUILT PRIOR TO 1978 IS NOTIFIED THAT SUCH PROPERTY MAY PRESENT EXPOSURE TO  
15 LEAD FROM LEAD-BASED PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD  
16 POISONING. LEAD POISONING IN YOUNG CHILDREN MAY PRODUCE PERMANENT NEUROLOGICAL  
17 DAMAGE, INCLUDING LEARNING DISABILITIES, REDUCED INTELLIGENCE QUOTIENT, BEHAVIORAL  
18 PROBLEMS AND IMPAIRED MEMORY. LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT  
19 WOMEN. THE SELLER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY IS REQUIRED TO PROVIDE  
20 THE BUYER WITH ANY INFORMATION ON LEAD-BASED PAINT HAZARDS FROM RISK ASSESSMENTS OR  
21 INSPECTIONS IN THE SELLER'S POSSESSION AND NOTIFY THE BUYER OF ANY KNOWN LEAD-BASED  
22 PAINT HAZARDS. A RISK ASSESSMENT OR INSPECTION FOR POSSIBLE LEAD-BASED PAINT HAZARDS IS  
23 RECOMMENDED PRIOR TO PURCHASE.  
24

25 AGENT'S ACKNOWLEDGMENT

26 Seller Agent has informed Seller of Seller's obligations under 42 U.S.C. 4852(d) and Agent is aware of  
27 his/her responsibility to ensure compliance.  
28

29 SELLER'S DISCLOSURE

30 .1 Presence of lead-based paint and/or lead-based paint hazards (check one below):  
31

32  Seller has knowledge of lead-based paint and/or lead-based paint hazards in the housing (explain).  
33  
34 \_\_\_\_\_  
35 \_\_\_\_\_

36  Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.  
37

38 .2 Records and reports available to Seller (check one below):  
39

40  Seller has provided Buyer with all available records and reports relating to lead-based paint and/or lead-based  
41 paint hazards in the housing (list documents below):  
42  
43 \_\_\_\_\_  
44 \_\_\_\_\_

45  Seller has no reports or records relating to lead-based paint and/or lead-based paint hazards in the housing.  
46  
47

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

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

52  
53 BEFORE BUYER IS OBLIGATED TO PURCHASE THIS PROPERTY UNDER ANY PURCHASE AND SALE  
54 AGREEMENT, BUYER'S AND SELLER'S SIGNATURES ARE REQUIRED ON THE FORM BELOW.

55  
56 BUYER'S ACKNOWLEDGMENT

57 .1 Buyer has received copies of all information listed above in Section 2 of Seller's Disclosure of  
58 this form.

59  
60 .2 Buyer has received the pamphlet "Protect Your Family from Lead in Your Home."

61  
62 .3 Buyer has (check one below):

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

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

Buyer \_\_\_\_\_ Date \_\_\_\_\_ ←

Buyer \_\_\_\_\_ Date \_\_\_\_\_ ←

74  
75 CERTIFICATION OF ACCURACY  
76

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

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

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

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

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

80 

LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE
--

EXHIBIT E  
AS IS EXCEPTIONS

1  
2  
3  
4  
5  
6  
7  
8

<input type="checkbox"/>	None
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____