

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 19-12-17-10

In the Matter of Authorizing Purchase of Real Property for \$3,900,000 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 key strategic initiatives to increase access to prevention and treatment services and develop programs and policy focused on behavioral health, community health and youth; and

**WHEREAS**, County staff have identified the property described in this Order as meeting the required criteria for a location for a Medication Assisted Treatment program clinic; and

**WHEREAS**, relocating the Medication Assisted Treatment program to the identified location would serve to improve the accessibility and efficiency of the services provided there; and

**WHEREAS**, the County 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 17-03-31-31, Tax Lot 100, for an amount not to exceed \$3,900,000, under a purchase agreement substantially in the form attached as Exhibit A, amended as stated in Exhibit B.
2. The County Administrator is delegated authority to execute all documents related to the purchase and the final negotiated purchase agreement.

ADOPTED this 17th day of December, 2019.



Pete Sorenson, Chair  
Lane County Board of Commissioners

APPROVED AS TO FORM

Date

12/10/19

LANE COUNTY OFFICE OF LEGAL COUNSEL

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: Justin Schmick of Windermere 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: Stephanie Seubert of Evans, Elder, Brown & Seubert, Inc. (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)	<u>Lane County</u>	(sign)	<u>[Signature]</u>	Date:	<u>7/10/19</u>
Buyer: (print)	_____	(sign)	<u>[Signature]</u>	Date:	_____
Seller: (print)	<u>George T. Travess</u>	(sign)	<u>[Signature]</u>	Date:	<u>7/20/19</u>
Seller: (print)	<u>Mary M. Travess</u>	(sign)	<u>[Signature]</u>	Date:	<u>7/24/19</u>

[No further text appears on this page.]

PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

1 This PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY (this  
2 "Agreement") is accepted, made and entered into on the later of the two dates shown beneath the parties'  
3 signatures on the signature page attached hereto (the "Execution Date");  
4

5 BETWEEN: George T. & Mary M. Travess ("Seller")  
6 Address: 1495 Cheek Street, Springfield, OR 97477  
7 Home Phone:  
8 Office Phone:  
9 Fax No.:  
10 E-Mail:

11  
12 AND: Lane County ("Buyer")  
13 Address: 125 E 8th Ave, Eugene, OR 97401  
14 Home Phone: N/A  
15 Office Phone: 541-682-3718  
16 Fax No.: 541-682-3699  
17 E-Mail: mike.penwell@co.lane.or.us  
18  
19

20 1. Purchase and Sale.

21  
22 1.1 Generally. In accordance with this Agreement, Buyer agrees to buy and acquire from Seller, and  
23 Seller agrees to sell to Buyer the following, all of which are collectively referred to in this Agreement as the  
24 "Property:" (a) the real property and all improvements thereon generally described or located at 432 West 11<sup>th</sup>  
25 Avenue, the City of Eugene, County of Lane, Oregon, and further described as Map 17-03-31-31 tax lots 00100,  
26 legally described on Exhibit A, attached hereto (the "Real Estate"), including all of Seller's right, title and interest in  
27 and to all fixtures, appurtenances, and easements thereon or related thereto; (b) all of Seller's right, title and interest,  
28 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  
29 personal property located on and used in connection with the operation of the Real Estate and owned by Seller (the  
30 "Personal Property"). If there are any Leases, see Section 21.1, below. The occupancies of the Property pursuant to  
31 any Leases are referred to as the "Tenancies" and the occupants thereunder are referred to as "Tenants." If there is  
32 any Personal Property, see Section 21.2, below.  
33

34 1.2 Purchase Price. The purchase price for the Property shall be Three Million Nine Hundred  
35 Thousand dollars (\$3,900,000) (the "Purchase Price"). The Purchase Price shall be adjusted, as applicable, by the  
36 net amount of credits and debits to Seller's account at Closing (defined below) made by Escrow Holder pursuant to  
37 the terms of this Agreement. The Purchase Price shall be payable as follows:  
38

39 1.2.1 Earnest Money Deposit.

40 (a) Within FIVE (5) days of the Execution Date, Buyer shall deliver into Escrow (as  
41 defined herein), for the account of Buyer, \$50,000 as earnest money (the "Earnest Money") in the form of:

42  Promissory note (the "Note");  Check; or  Cash or other immediately available funds.  
43

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



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

56  
57 (c) The purchase and sale of the Property shall be accomplished through an escrow (the  
58 "Escrow") that Seller has established or will establish with \_\_\_\_\_ (the "Escrow Holder")  
59 within 5 days after the Execution Date. Except as otherwise provided in this Agreement: (i) any interest earned on  
60 the Earnest Money shall be considered to be part of the Earnest Money; (ii) the Earnest Money shall be non-  
61 refundable upon satisfaction or waiver of all Conditions as defined in Section 2.1; and (iii) the Earnest Money shall be  
62 applied to the Purchase Price at Closing.

63  
64 1.2.2 Balance of Purchase Price. Buyer shall pay the balance of the Purchase Price at Closing  
65 by  cash or other immediately available funds; or  Other:

66 2. Conditions to Purchase.

67  
68 2.1 Buyer's obligation to purchase the Property is conditioned on the following:

- 69  
70  None;
- 71  Within 120 days of the Execution Date (the "Due Diligence Period"), Buyer's approval of the  
72 results of (collectively, the "General Conditions"): (a) the Property inspection described in  
73 Section 3 below; (b) the document review described in Section 4 below; and (c) (describe any  
74 other condition);
- 75  Other conditions: (a) Order of the Lane County Board of Commissioners authorizing purchase  
76 of the Property as described in this Agreement, (b) receipt of all approvals Buyer deems  
77 advisable or necessary for Buyer to purchase the Property, (c) receipt and acceptance of an  
78 appraisal prepared by a qualified commercial property appraiser, and (d) Buyer's approval of  
79 the terms of any Leases or Tenancies.

80  
81 The General Conditions, Financing Conditions or any other Conditions noted shall be defined as "Conditions."

82  
83 2.2 If, for any reason in Buyer's sole discretion, Buyer has not timely given written waiver of the  
84 Conditions set forth in Section 2.1, or stated in writing that such Conditions have been satisfied, by notice given to  
85 Seller within the time periods for such conditions set forth above, this Agreement shall be deemed automatically  
86 terminated, the Earnest Money shall be promptly returned to Buyer, and thereafter, except as specifically provided to  
87 the contrary herein, neither party shall have any further right or remedy hereunder.

88  
89 3. Property Inspection. Seller shall permit Buyer and its agents, at Buyer's sole expense and risk, to enter  
90 the Property at reasonable times after reasonable prior notice to Seller and after prior notice by Seller to the Tenants  
91 as required by the applicable Leases, if any, to conduct any and all inspections, a physical "walk-through", tests, and  
92 surveys concerning the structural condition of the improvements, all mechanical, electrical and plumbing systems,  
93 hazardous materials, pest infestation, soils conditions, wetlands, Americans with Disabilities Act compliance, zoning,  
94 and all other matters affecting the suitability of the Property for Buyer's intended use and/or otherwise reasonably  
95 related to the purchase of the Property including the economic feasibility of such purchase. If the transaction  
96 contemplated in this Agreement fails to close for any reason (or no reason) as a result of the act or omission of Buyer  
97 or its agents, Buyer shall promptly restore the Property to substantially the condition the Property was in prior to  
98 Buyer's performance of any inspections or work. Buyer shall indemnify, hold harmless, and defend Seller from all  
99 liens, costs, and expenses, including reasonable attorneys' fees and experts' fees, arising from or relating to



100 Buyer's entry on and inspection of the Property. This agreement to indemnify, hold harmless, and defend Seller shall  
101 survive Closing or any termination of this Agreement.  
102

103 4. Seller's Documents. Within 3 days after the Execution Date, Seller shall deliver to Buyer or Buyer's  
104 designee, legible and complete copies of the following documents including without limitation, a list of the Personal  
105 Property, and other items relating to the ownership, operation, and maintenance of the Property to the extent now in  
106 existence and to the extent such items are or come within Seller's possession or control, including but not limited  
107 to ALTA surveys, appraisals, Level 1 & 2 environmental assessments, leases, service contracts, site plans,  
108 building plans and any other documents in Seller's possession that pertain to the Property.  
109

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

127 6. Default; Remedies. Notwithstanding anything to the contrary contained in this Agreement, in the event  
128 Buyer fails to deposit the Earnest Money in Escrow strictly as and when contemplated under Section 1.2.1 above,  
129 Seller shall have the right at any time thereafter, but prior to Buyer's deposit of the Earnest Money to Escrow, to  
130 terminate this Agreement and all further rights and obligations hereunder by giving written notice thereof to Buyer. If  
131 the conditions, if any, to Buyer's obligation to consummate this transaction are satisfied or waived by Buyer and  
132 Buyer fails, through no fault of Seller, to close on the purchase of the Property, Seller's sole remedy shall be to retain  
133 the Earnest Money paid by Buyer. In the event Seller fails, through no fault of Buyer, to close the sale of the  
134 Property, Buyer shall be entitled to pursue any remedies available at law or in equity, including without limitation, the  
135 return of the Earnest Money paid by Buyer or the remedy of specific performance. In no event shall either party be  
136 entitled to punitive or consequential damages, if any, resulting from the other party's failure to close the sale of the  
137 Property.  
138

139 7. Closing of Sale.  
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141 7.1 Buyer and Seller agree the sale of the Property shall be consummated, in Escrow,  on or before  
142 or  within 30 days after the conditions set forth in Sections 2.1, 3, 4 and 5 have been satisfied or waived in writing  
143 by Buyer (the "Closing" or the "Closing Date"). The sale of the Property shall be deemed closed when the  
144 document(s) conveying title to the Property is/are delivered and recorded and the Purchase Price is disbursed to  
145 Seller.  
146

147 7.2 At Closing, Buyer and Seller shall deposit with the Escrow Holder all documents and funds  
148 required to close the transaction in accordance with the terms of this Agreement. At Closing, Seller shall  
149 deliver a certification in a form provided by the Escrow Holder confirming whether Seller is or is not a "foreign person"  
150 as such term is defined by applicable law and regulations.

*[Handwritten signature]*  
*[Handwritten initials]*

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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.

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

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

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

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

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

13. Statutory Notice. THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR

202 SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS  
203 DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE  
204 PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER  
205 ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS  
206 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8,  
207 OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE  
208 TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING  
209 DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED  
210 LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT  
211 OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE  
212 ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND  
213 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17,  
214 CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.  
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216 14. Cautionary Notice About Liens. UNDER CERTAIN CIRCUMSTANCES, A PERSON WHO  
217 PERFORMS CONSTRUCTION-RELATED ACTIVITIES MAY CLAIM A LIEN UPON REAL PROPERTY AFTER A  
218 SALE TO THE PURCHASER FOR A TRANSACTION OR ACTIVITY THAT OCCURRED BEFORE THE SALE. A  
219 VALID CLAIM MAY BE ASSERTED AGAINST THE PROPERTY THAT YOU ARE PURCHASING EVEN IF THE  
220 CIRCUMSTANCES THAT GIVE RISE TO THAT CLAIM HAPPENED BEFORE YOUR PURCHASE OF THE  
221 PROPERTY. THIS INCLUDES, BUT IS NOT LIMITED TO, CIRCUMSTANCES WHERE THE OWNER OF THE  
222 PROPERTY CONTRACTED WITH A PERSON OR BUSINESS TO PROVIDE LABOR, MATERIAL, EQUIPMENT  
223 OR SERVICES TO THE PROPERTY AND HAS NOT PAID THE PERSONS OR BUSINESS IN FULL.  
224

225 15. Brokerage Agreement. For purposes of Sections 14 and 17 of this Agreement, the Agency  
226 Acknowledgement on page 1 this Agreement is incorporated into this Agreement as if fully set forth herein. Seller  
227 agrees to pay a commission to Selling Firm in the amount of either: \_\_\_\_\_ of the Purchase Price or  
228  In accordance with the Listing Agreement. Such commission shall be divided between Selling Firm and Buying  
229 Firm such that Selling Firm receives fifty percent (50%) and Buying Firm receives fifty percent (50%). Seller shall  
230 cause the Escrow Holder to deliver to Selling Firm and Buying Firm the real estate commission on the Closing Date  
231 or upon Seller's breach of this Agreement, whichever occurs first. If the Earnest Money is forfeited by Buyer and  
232 retained by Seller in accordance with this Agreement, in addition to any other rights the Selling Firm and Buying Firm  
233 may have, the Selling Firm and the Buying Firm, together, shall be entitled to the lesser of: (i) fifty percent (50%) of  
234 the Earnest Money; or (ii) the commission agreed to above, and Seller hereby assigns such amount to the Selling  
235 Firm and the Buying Firm.  
236

237 16. Notices. Unless otherwise specified, any notice required or permitted in, or related to this Agreement  
238 must be in writing and signed by the party to be bound. Any notice will be deemed delivered: (a) when personally  
239 delivered; (b) when delivered by facsimile or electronic mail transmission (in either case, with confirmation of  
240 delivery); (c) on the day following delivery of the notice by reputable overnight courier; or (d) on the day following  
241 delivery of the notice by mailing by certified or registered U.S. mail, postage prepaid, return receipt requested; and in  
242 any case shall be sent by the applicable party to the address of the other party shown at the beginning of this  
243 Agreement, unless that day is a Saturday, Sunday, or federal or Oregon State legal holiday, in which event such  
244 notice will be deemed delivered on the next following business day.  
245

246 17. Miscellaneous. Time is of the essence of this Agreement. If the deadline under this Agreement for  
247 delivery of a notice or performance of any obligation is a Saturday, Sunday, or federal or Oregon State legal holiday,  
248 such deadline will be deemed extended to the next following business day. The facsimile and/or electronic mail  
249 transmission of any signed document including this Agreement in accordance with Section 18 shall be the same as  
250 delivery of an original. At the request of either party, the party delivering a document by facsimile and/or electronic  
251 mail will confirm such transmission by signing and delivering to the other party a duplicate original document. This  
252 Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall



253 constitute one and the same Agreement. This Agreement contains the entire agreement and understanding of the  
254 parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous  
255 agreements between them. Without limiting the provisions of Section 12 of this Agreement, this Agreement shall be  
256 binding upon and shall inure to the benefit of Buyer and Seller and their respective successors and assigns. Solely  
257 with respect to Sections 14 and 17, Selling Firm and Buying Firm are third party beneficiaries of this Agreement. The  
258 person signing this Agreement on behalf of Buyer and the person signing this Agreement on behalf of Seller each  
259 represents, covenants and warrants that such person has full right and authority to enter into this Agreement and to  
260 bind the party for whom such person signs this Agreement to its terms and provisions. Neither this Agreement nor a  
261 memorandum hereof shall be recorded unless the parties otherwise agree in writing.

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263

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

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267 19. Lease(s) and Personal Property.

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269 19.1 Leases.

270

271 19.1.1 If required by Buyer or Buyer's lender and provided for in such Tenant's Lease, Seller  
272 shall use commercially reasonable efforts to deliver to Buyer, at least \_\_\_ days (**three (3) if not filled in**) before the  
273 Closing Date, a Tenant estoppel certificate, reasonably acceptable to Buyer, pertaining to each Lease at the Property  
274 in effect as of the Closing Date (each, a "Tenant Estoppel"). Such Tenant Estoppels shall be dated no more than  
275 \_\_\_ days (**fifteen (15) if not filled in**) prior to the Closing Date and shall certify, among other things: (a) that the  
276 Lease is unmodified and in full force and effect, or is in full force and effect as modified, and stating the modifications;  
277 (b) the amount of the rent and the date to which rent has been paid; (c) the amount of any security deposit held by  
278 Seller; and (d) that neither party is in default under the Lease or if a default by either party is claimed, stating the  
279 nature of any such claimed default. If Seller has not obtained Tenant Estoppels from all Tenants of the Property,  
280 then Seller shall execute and deliver to Buyer a Tenant Estoppel with respect to any such Lease setting forth the  
281 information required by this Section 21.1 and confirming the accuracy thereof.

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283 19.1.2 If applicable, the assignment of the Lease(s) by Seller, and assumption of the Lease(s) by  
284 Buyer shall be accomplished by executing and delivering to each other through Escrow an Assignment of Lessor's  
285 Interest under Lease substantially in the form of Exhibit B attached hereto (the "Assignment").

286

287 19.2 Personal Property. If applicable, Seller shall convey all Personal Property to Buyer by  
288 executing and delivering to Buyer at Closing through Escrow (as defined below), a Bill of Sale substantially in the  
289 form of Exhibit C attached hereto (the "Bill of Sale"). A list of such Personal Property shall be attached to the Bill of  
290 Sale.

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

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

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



304 22. Time for Acceptance. If Seller does not return to Buyer a signed and dated version of this Agreement  
305 on or before \_\_\_\_\_, then the Earnest Money shall be promptly refunded to Buyer and thereafter,  
306 neither party shall have any further right or obligation hereunder.  
307

308 23. OFAC Certification. The Federal Government, Executive Order 13224, requires that business persons  
309 of the United States not do business with any individual or entity on a list of "Specially Designated nationals and  
310 Blocked Persons" - that is, individuals and entities identified as terrorists or other types of criminals. Buyer  
311 hereinafter certifies that:  
312

313 23.1 It is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation  
314 named by any Executive Order or the United States Treasury Department as a terrorist, specially designated national  
315 and/or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or  
316 administered by the Office of Foreign Assets Control; and  
317

318 23.2 It has not executed this Agreement, directly or indirectly on behalf of, or instigating or  
319 facilitating this Agreement, directly or indirectly on behalf of, any such person, group, entity, or nation.  
320

321 Buyer hereby agrees to defend, indemnify, and hold harmless Seller from and against any and all claims, damages,  
322 losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of  
323 the foregoing certification. This certification by Buyer and agreement to indemnify, hold harmless, and defend Seller  
324 shall survive Closing or any termination of this Agreement.  
325

326 Buyer Signature: Karen Hagley Date: 7/18/19  
327

328 CONSULT YOUR ATTORNEY. THIS DOCUMENT HAS BEEN PREPARED FOR SUBMISSION TO YOUR  
329 ATTORNEY FOR REVIEW AND APPROVAL PRIOR TO SIGNING. NO REPRESENTATION OR  
330 RECOMMENDATION IS MADE BY THE COMMERCIAL ASSOCIATION OF REALTORS® OREGON/SW  
331 WASHINGTON OR BY THE REAL ESTATE AGENTS INVOLVED WITH THIS DOCUMENT AS TO THE LEGAL  
332 SUFFICIENCY OR TAX CONSEQUENCES OF THIS DOCUMENT.  
333

334 THIS FORM SHOULD NOT BE MODIFIED WITHOUT SHOWING SUCH MODIFICATIONS BY REDLINING,  
335 INSERTION MARKS, OR ADDENDA.  
336

337 Buyer Lane County

338 Date 7/18/19

339 Signature Karen Hagley  
340  
341  
342

343 Seller Acceptance. By execution of this Agreement, Seller agrees to sell the Property on the terms and conditions in  
344 this Agreement.  
345

346 Seller George T. Travess

347 Title Georg T. Travess

348 Date 7-24-19

349 Signature George T. Travess  
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*mt*

355 Seller Mary M. Travess  
356  
357 Title Mary M. Travess  
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359 Date 07/24/19  
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361 Signature Mary M. Travess  
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364 CRITICAL DATE LIST:

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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

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372

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

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

**EXHIBIT A**

**LEGAL DESCRIPTION:** Real property in the County of Lane, State of Oregon, described as follows:

A portion of Block 8 of the Plat of Elias Stewart Addition as platted and recorded in Book 2, Page 29 of the Lane County Oregon Plat Records, Lane County, Oregon; which is further described as follows:

Beginning at the Southeast Corner of Lot 1 of said Block 8 thence, along the south line of Lots 1, 2, 3 and 4 in said Block, South 89°59'00" West a distance of 260.46 feet; thence, leaving said south line North 0°00'15" West a distance of 66.00 feet; thence South 89°59'00" West a distance of 25.14 feet; thence North 0°00'15" West a distance of 87.00 feet to the right-of-way of West 11th Avenue; thence, along said right-of-way, North 89°59'00" East a distance of 285.60 feet to the right-of-way of Lawrence Street; thence, along the right-of-way of Lawrence Street, South 0°00'15" East a distance of 153.00 feet to the Point of Beginning.

**NOTE:** This legal description was created prior to January 1, 2008.

ADDENDUM TO PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

1 Re: Sale Agreement Dated: July 18, 2019 Addendum No.: A

2 Seller: George T. & Mary M Travess

3 Buyer: Lane County

4 For the real property described as: 432 W. 11<sup>th</sup> Ave. Eugene, OR

5 SELLER AND BUYER HEREBY AGREE THAT THE FOLLOWING SHALL BE A PART OF THE  
6 PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY REFERENCED ABOVE.

- 7
- 8 1. Closing to be on or before January 7, 2020.
- 9
- 10 2. Buyer's promissory note to be redeemed on or before November 22, 2019.
- 11
- 12 3. With the exception to the contingency of the sale described in Section 2.1 (a) of the
- 13 Purchase and Sales Agreement, Buyer has satisfied and releases all other contingencies of
- 14 the Sale.
- 15
- 16 4. Buyer to have until December 23, 2019 to satisfy and unconditionally release the
- 17 contingency of the sale described in Section 2.1.(a) of the Purchase and Sales Agreement.
- 18
- 19 5. Starting on December 24, 2019, Buyers earnest money to become non-refundable.
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Buyer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

Seller Signature: George T. Travess Date: 11-12-19

By: Mary M. Travess Title: \_\_\_\_\_ Date: 11-12-19

Addendum \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_ Pages