BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 19-11-12-06

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

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

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

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

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

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

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

1. County staff are authorized to complete negotiations and purchase the real property described as Map 17-04-26-13, Tax Lots 4500, 4600, 4700, 4800 and 4900, for an amount not to exceed $3,150,000, under a purchase agreement substantially in the form attached as Exhibit A.

2. The County Administrator is delegated authority to execute all documents necessary to complete the purchase and comply with the terms of the negotiated purchase agreement.

ADOPTED this 12th day of November, 2019.

Pete Sorenson, Chair
Lane County Board of Commissioners
AGENCY ACKNOWLEDGMENT

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

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

(a) Seller Agent: Tim Campbell of Campbell Commercial Real Estate (the “Selling Firm”) is the agent of (check one):
- [ ] Buyer exclusively;
- [ ] Seller exclusively;
- [x] both Seller and Buyer (“Disclosed Limited Agency”).

(b) Buyer Agent: Bill Newland and Milton Oilar of Campbell Commercial Real Estate (the “Buying Firm”) is the agent of (check one):
- [x] Buyer exclusively;
- [ ] Seller exclusively;
- [ ] both Seller and Buyer (“Disclosed Limited Agency”).

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

ACKNOWLEDGED

Buyer: (print) Lane County (sign) ____________________ Date: ____________________
Buyer: (print) ____________________ (sign) ____________________ Date: ____________________
Seller: (print) ____________________ (sign) ____________________ Date: ____________________
Seller: (print) ____________________ (sign) ____________________ Date: ____________________
This PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY (this "Agreement") is accepted, made and entered into on the later of the two dates shown beneath the parties’ signatures on the signature page attached hereto (the “Execution Date”):

BETWEEN: Wilson Investments, LLC ("Seller")

Address: 969 Old Orchard Ln., Springfield, OR 97477
Home Phone:  
Office Phone:  
Fax No.:  
E-Mail:

AND: Lane County ("Buyer")

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

1. Purchase and Sale.

1.1 Generally. In accordance with this Agreement, Buyer agrees to buy and acquire from Seller, and Seller agrees to sell to Buyer the following, all of which are collectively referred to in this Agreement as the “Property”: (a) the real property and all improvements thereon generally described or located at 2699 Roosevelt Boulevard, 2687 Roosevelt Boulevard, 241 Highway 99 and 295 Highway 99 in the City of Eugene, County of Lane, Oregon, and further described as Map _17-04-26-13_ tax lots _4500, 4600, 4700, 4800, 4900_, legally described on Exhibit A, attached hereto (the “Real Estate”), including all of Seller’s right, title and interest in and to all fixtures, appurtenances, and easements thereon or related thereto; (b) all of Seller’s right, title and interest, if any, in and to any and all lease(s) to which the Real Estate is subject (each, a “Lease”); and (c) any and all personal property located on and used in connection with the operation of the Real Estate and owned by Seller (the “Personal Property”). If there are any Leases, see Section 21.1, below. The occupancies of the Property pursuant to any Leases are referred to as the “Tenancies” and the occupants thereunder are referred to as “Tenants.” If there is any Personal Property, see Section 21.2, below.

1.2 Purchase Price. The purchase price for the Property shall be Three Million One Hundred Thousand dollars ($3,100,000) (the “Purchase Price”). The Purchase Price shall be adjusted, as applicable, by the net amount of credits and debits to Seller’s account at Closing (defined below) made by Escrow Holder pursuant to the terms of this Agreement. The Purchase Price shall be payable as follows:

1.2.1 Earnest Money Deposit.

(a) Within FIVE (5) days of the Execution Date, Buyer shall deliver into Escrow (as defined herein), for the account of Buyer, $50,000 as earnest money (the “Earnest Money”) in the form of: ☒ Promissory note (the “Note”); ☐ Check; or ☐ Cash or other immediately available funds.

If the Earnest Money is being held by the ☐ Selling Firm ☐ Buying Firm, then the firm holding such Earnest Money shall deposit the Earnest Money in the ☒ 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).

(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; [ ] 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 Butterfield at Cascade Title & Escrow, (the “Escrow Holder”) within 5 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: Sale will be Seller-financed with Seller carrying a Promissory Note and Trust Deed with the following terms:

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

2. Conditions to Purchase.

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

[ ] None;
[ ] Within 90 days of the Execution Date (the “Due Diligence Period”), 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) (describe any other condition);
[ ] Other conditions: (a) Order of the Lane County Board of Commissioners authorizing purchase of the Property as described in this Agreement, (b) receipt of all approvals Buyer deems advisable or necessary for Buyer to purchase the Property, (c) receipt and acceptance of an appraisal prepared by a qualified commercial property appraiser, and (d) Buyer’s approval of the terms of any Leases or Tenancies.

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

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

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

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

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

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

7. Closing of Sale.

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

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

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

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 SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON’S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

14. 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.

15. 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: ☐ 5% ☐ 10% of the Purchase.
Price or __ In accordance with the Listing Agreement $____. 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.

16. 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.

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

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

19. Lease(s) and Personal Property.

19.1 Leases.

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

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

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

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

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

- Exhibit A – Legal Description of Property [REQUIRED]
- Exhibit B – 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)

22. 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 July 26, 2019, then the Earnest Money shall be promptly refunded to Buyer and thereafter, neither party shall have any further right or obligation hereunder.

23. 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:

23.1 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

23.2 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  Lane County  
Date  
Signature  

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

Seller  
By  
Title  
Date  
Signature  

Digitally signed by Steve Mokrohisky
DN: cn=Steve Mokrohisky, o=Lane County, ou=County Administration, email=judy.williams@co.lane.or.us, c=US
Date: 2019.07.18 15:47:39 -07'00'
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.

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

Initials of Buyer: ______ Initials of Seller: ______
EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Legal description to be provided by Title Company
SELLER COUNTER OFFER
TO
PURCHASE AND SALE AGREEMENT

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

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

BUYER: Lane County

SELLER: Wilson Investments, LLC

TODAY’S DATE: July 29, 2019

Seller Counters with the following:

1. **PRICE.** Purchase price to be $3,250,000

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

3. **Due Diligence Timeline.** Due Diligence Period to be 45 days from Execution Date.
4. **Seller Notice for all correspondence.**
   Wilson Investments, LLC
   C/o Campbell Commercial Real Estate
   PO Box 10066
   Eugene, OR 97440

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

**Buyer**
Lane County

By________________________
Date_______________________

**Seller**
Wilson Investments, LLC

By________________________
Date 7/09/2019
AGENCY ACKNOWLEDGMENT

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

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

(a) Seller Agent: Tim Campbell of Campbell Commercial Real Estate (the “Selling Firm”) is the agent of (check one):

☐ Buyer exclusively; ☐ Seller exclusively; ☒ both Seller and Buyer (“Disclosed Limited Agency”).

(b) Buyer Agent: Bill Newland and Milton Oilar of Campbell Commercial Real Estate (the “Buying Firm”) is the agent of (check one):

☒ Buyer exclusively; ☐ Seller exclusively; ☒ both Seller and Buyer (“Disclosed Limited Agency”).

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

ACKNOWLEDGED

Buyer: (print) __________________________ (sign) __________________________ Date: ________________
Buyer: (print) __________________________ (sign) __________________________ Date: ________________
Seller: (print) __________________________ (sign) __________________________ Date: ________________
Seller: (print) __________________________ (sign) __________________________ Date: ________________

[No further text appears on this page.]
PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

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

BETWEEN:  

Lane County Wilson Investments, LLC  (“Seller”)  

Address: 969 Old Orchard Ln., Springfield, OR 97477  

Home Phone:  

Office Phone:  

Fax No.:  

E-Mail:  

AND:  

Wilson Investments, LLC: Lane County  (“Buyer”)  

Address: 125 E 8th Ave, Eugene, OR 97401  

Home Phone: N/A  

Office Phone: 541-682-3718  

Fax No.: 541-682-4616  

E-Mail: Jeffrey.KINCAID@co.lane.or.us

1. Purchase and Sale.

1.1 Generally. In accordance with this Agreement, Buyer agrees to buy and acquire from Seller, and Seller agrees to sell to Buyer the following, all of which are collectively referred to in this Agreement as the “Property”: (a) the real property and all improvements thereon generally described or located at 2699 Roosevelt Boulevard, 26879 Roosevelt Boulevard, 241 Highway 99 and 295 Highway 99 in the City of Eugene, County of Lane, Oregon, and further described as Map 17-04-26-13, tax lots 4500, 4600, 4700, 4800, 4900, legally described on Exhibit A, attached hereto (the “Real Estate”). (If no legal description is attached, the legal description shall be based on the legal description provided in the Preliminary Report (described in Section 5), subject to the review and approval of both parties hereto), including all of Seller’s right, title and interest in and to all fixtures, appurtenances, and easements thereon or related thereto; (b) all of Seller’s right, title and interest, if any, in and to any and all lease(s) to which the Real Estate is subject (each, a “Lease”); and (c) any and all personal property located on and used in connection with the operation of the Real Estate and owned by Seller (the “Personal Property”). If there are any Leases, see Section 21.1, below. The occupancies of the Property pursuant to any Leases are referred to as the “Tenancies” and the occupants thereunder are referred to as “Tenants.” If there is any Personal Property, see Section 21.2, below.

1.2 Purchase Price. The purchase price for the Property shall be Three Million Four-One Hundred Twenty-Five Thousand dollars ($3,100525.000) (the “Purchase Price”). The Purchase Price shall be adjusted, as applicable, by the net amount of credits and debits to Seller’s account at Closng (defined below) made by Escrow Holder pursuant to the terms of this Agreement. The Purchase Price shall be payable as follows:

1.2.1 Earnest Money Deposit.  

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

☑ Promissory note (the “Note”); ☐ Check; or ☐ Cash or other immediately available funds.
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).

(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; ☑ 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 Butterfield at Cascade Title & Escrow, (the “Escrow Holder”) within 5 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: Sale will be Seller-financed with Seller carrying a Promissory Note and Trust Deed with the following terms:

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

INTENTIONALLY DELETED 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 90 days of the Execution Date (the "Due Diligence Period"); 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) (describe any other condition);

☐ Within _____ days of the Execution Date, Buyer's receipt of confirmation of satisfactory financing (the "Financing Condition"); and/or

☒ Other conditions: (a) Approval Order of the Lane County Board of Supervisors authorizing purchase of the Property as described in this Agreement, (b) receipt of all approvals Buyer deems advisable or as well as, any other approvals that may be necessary for Buyer to purchase the Property, (c) receipt and acceptance of an appraisal prepared by a qualified commercial property appraiser, and (d) Buyer's approval of the terms of any Leases or Tenancies.

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

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

2.2-2.3 The Due Diligence Period may be extended at any time by written agreement between the Seller and Buyer or their representatives.

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

4. Seller's Documents. Within 3 days after the Execution Date, Seller shall deliver to Buyer or Buyer's designee, legible and complete copies of the following documents including without limitation, a list of the Personal Property, and other items relating to the ownership, operation, and maintenance of the Property to the extent now in existence and to the extent such items are or come within Seller's possession or control, including All documents in Seller's possession that pertain to the Property.
5. **Title Insurance.** Within 510 days after the Execution Date, Seller shall cause to be delivered to Buyer a preliminary title report from the title company (the "Title Company") selected by Seller (the "Preliminary Report"), showing the status of Seller's title to the Property, together with complete and legible copies of all documents shown therein as exceptions to title ("Exceptions"). Buyer shall have 510 days after receipt of a copy of the Preliminary Report and Exceptions within which to give notice in writing to Seller of any objection to such title or to any liens or encumbrances affecting the Property. Within 510 days after receipt of such notice from Buyer, Seller shall give Buyer written notice of whether it is willing and able to remove the objected-to Exceptions. Without the need for objection by Buyer, Seller shall, with respect to liens and encumbrances that can be satisfied and released by the payment of money, eliminate such exceptions to title on or before Closing. Within 510 days after receipt of such notice from Seller (the "Title Contingency Date"), Buyer shall elect whether to: (i) purchase the Property subject to those objected-to Exceptions which Seller is not willing or able to remove; or (ii) terminate this Agreement. If Buyer fails to give Seller notice of Buyer's election, then such inaction shall be deemed to be Buyer's election to terminate this Agreement. On or before the Closing Date (defined below), Seller shall remove all Exceptions to which Buyer objects and which Seller agrees, or is deemed to have agreed, Seller is willing and able to remove. All remaining Exceptions set forth in the Preliminary Report and those Exceptions caused by or agreed to by Buyer shall be deemed "Permitted Exceptions."

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

7. **Closing of Sale.**

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

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

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

**INTENTIONALLY DELETED**

**IF AND ONLY IF THIS SECTION IS INITIALED BY EACH OF BUYER AND SELLER, THE FOLLOWING SHALL APPLY TO THIS AGREEMENT:**

ANY DISPUTE BETWEEN BUYER AND SELLER RELATED TO THIS AGREEMENT, THE PROPERTY, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT WILL BE RESOLVED BY ARBITRATION GOVERNED BY THE OREGON UNIFORM ARBITRATION ACT (ORS 36.600 et seq.) AND, TO THE EXTENT NOT INCONSISTENT WITH THAT STATUTE, CONDUCTED IN ACCORDANCE WITH THE RULES OF PRACTICE AND PROCEDURE FOR THE ARBITRATION OF COMMERCIAL DISPUTES OF ARBITRATION SERVICES OF PORTLAND ("ASP"). THE ARBITRATION SHALL BE CONDUCTED IN EUGENE, OREGON AND ADMINISTERED BY ASP, WHICH WILL APPOINT A SINGLE ARBITRATOR HAVING AT LEAST FIVE (5) YEARS EXPERIENCE IN THE COMMERCIAL REAL ESTATE FIELD IN THE EUGENE GEOGRAPHIC AREA (IF BLANK IS
246 NOT COMPLETED, PORTLAND METROPOLITAN AREA) ALL ARBITRATION HEARINGS WILL BE
247 COMMENCED WITHIN THIRTY (30) DAYS OF THE DEMAND FOR ARBITRATION UNLESS THE ARBITRATOR,
248 FOR SHOWING OF GOOD CAUSE, EXTENDS THE COMMENCEMENT OF SUCH HEARING. THE DECISION OF
249 THE ARBITRATOR WILL BE BINDING ON BUYER AND SELLER, AND JUDGMENT UPON ANY ARBITRATION
250 AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THE PARTIES ACKNOWLEDGE THAT,
251 BY AGREEING TO ARBITRATE DISPUTES, EACH OF THEM IS WAIVING CERTAIN RIGHTS, INCLUDING ITS
252 RIGHTS TO SEEK REMEDIES IN COURT (INCLUDING A RIGHT TO A TRIAL BY JURY), TO DISCOVERY
253 PROCESSES THAT WOULD BE ATTENDANT TO A COURT PROCEEDING, AND TO PARTICIPATE IN A CLASS
254 ACTION.
255
256 Initials of Buyer ________________________ Initials of Seller _______________________
257
258 INTENTIONALLY DELETED

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

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

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

290 15. Brokerage Agreement. For purposes of Sections 14 and 17 of this Agreement, the Agency
291 Acknowledgement on page 1 this Agreement is incorporated into this Agreement as if fully set forth herein. Seller
292 agrees to pay a commission to Selling Firm in the amount of either: __5%________________ of the Purchase

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PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY (OREGON)
ALL RIGHTS RESERVED
Page 7 of 12
Price or ☐ In accordance with the Listing Agreement $______, 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.

16. 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.

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

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

19. Lease(s) and Personal Property.

19.1 Leases.

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

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

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

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

21. Addenda; Exhibits. The following named addenda and exhibits are attached to this Agreement and incorporated within this Agreement:
- [x] 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)

22. 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 June-July 1228, 2019, then the Earnest Money shall be promptly refunded to Buyer and thereafter, neither party shall have any further right or obligation hereunder.

23. 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:

23.1 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

23.2 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 Lane County
Date
Signature

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

Seller Wilson Investments, LLC
By
Title
Date
Signature

*SEE ATTACHED COUNTER OFFER
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.

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

Initials of Buyer: __________  Initials of Seller: __________

Initials of Buyer: __________  Initials of Seller: __________
EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

Legal description to be provided by Title Company
BUYER COUNTER OFFER
TO
PURCHASE AND SALE AGREEMENT

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

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

BUYER: Lane County

SELLER: Wilson Investments, LLC

TODAY’s DATE: August 1, 2019

Buyer Counters with the following:

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

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

**Buyer**
Lane County

By ____________________________
Date ____________________________

**Seller**
Wilson Investments, LLC

By ____________________________
Date ____________________________
BUYER COUNTER OFFER
TO
PURCHASE AND SALE AGREEMENT

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

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3. Time for acceptance (Purchase Agreement). Original time for acceptance amended from 5:00 PM Pacific Time on July 26, 2019 to 5:00 PM Pacific Time on July 30, 2019.

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

Buyer
Lane County

By: __________________________
Date: ____________

Seller
Wilson Investments, LLC

By: __________________________
Date: ____________
Earnest Money Promissory Note

$50,000.00

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

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

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

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

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

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

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

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

8. Governing Law. This Note shall be construed in accordance with and governed by the laws of the State of Oregon, exclusive of conflicts of laws.
9. **Headings.** Headings used in this Note have been included for convenience and ease of reference only, and will not in any manner influence the construction or interpretation of any provision of this Note.

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

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

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

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

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**Buyer:**

**Lane County**

**By:** [Signature]

**Date:** August 14, 2019
FIRST AMENDMENT
TO
AGREEMENT OF PURCHASE AND SALE

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

RECIDALS

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

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

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

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

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

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

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

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

SELLER:

Wilson Investments, LLC

By: Claire Wilson

BUYER:

Lane County

By:

APPROVED AS TO FORM

Date 11/5/2019 Lane County

OFFICE OF LEGAL COUNSEL