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, 1/8/19
LANE COUNTY OFFICE OF LEGAL COUNSEL
Revised 1/8/19
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) Lane County (sign) [Signature] Date: 7/10/19
Buyer: (print) [Signature] Date: [Signature] Date: 7/10/19
Seller: (print) George T. Travess (sign) [Signature] Date: 7/26/19
Seller: (print) Mary M. Travess (sign) [Signature] Date: 7/26/19

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

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

BETWEEN: George T. & Mary M. Travess ("Seller")

Address: 1495 Cheek Street, 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.: 541-682-3699
E-Mail: mike.penwell@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 432 West 11th Avenue, the City of Eugene, County of Lane, Oregon, and further described as Map 17-03-31-31 tax lots 00100, 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 Nine Hundred Thousand dollars ($3,900,000) (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).
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(b) If the Earnest Money is in the form of a Note, it shall be due and payable ☐ no later
than 5:00 PM Pacific Time three (3) days after the Execution Date; ☑ 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.

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(b) If the Earnest Money is in the form of a Note, it shall be due and payable ☐ no later
than 5:00 PM Pacific Time three (3) days after the Execution Date; ☑ 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 _______________________________ (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:

2. Conditions to Purchase.

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

☐ None;

☒ Within 120 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.

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 but not limited to ALTA surveys, appraisals, Level 1 & 2 environmental assessments, leases, service contracts, site plans, building plans and any other 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 or ☐ within 30 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.

© 1997 Commercial Association of REALTORS® OREGON/SW WASHINGTON (Rev. 02/21) PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY (OREGON) ALL RIGHTS RESERVED
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 REGIONS, 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: of the Purchase Price or

\[ \text{In accordance with the Listing Agreement.} \]

\[ \text{Such commission shall be divided between Selling Firm and Buying} \]

\[ \text{Firm such that Selling Firm receives fifty percent (50%) and Buying Firm receives fifty percent (50%).} \]

\[ \text{Seller shall} \]

\[ \text{cause the Escrow Holder to deliver to Selling Firm and Buying Firm the real estate commission on the Closing Dale} \]

\[ \text{or upon Seller's breach of this Agreement, whichever occurs first. If the Earnest Money is forfeited by Buyer and} \]

\[ \text{retained by Seller in accordance with this Agreement in addition to any other rights the Selling Firm and Buying Firm} \]

\[ \text{may have, the Selling Firm and the Buying Firm, together, shall be entitled to the lesser of: (i) fifty percent (50%) of} \]

\[ \text{the Earnest Money; or (ii) the commission agreed to above, and Seller hereby assigns such amount to the Selling} \]

\[ \text{Firm and the Buying Firm.} \]

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 ____________, 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: [Signature]

Date: 7/18/19

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 7/18/19

Signature

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

Seller George T. Travess

Title

Date 7/24/18

Signature
Seller: Mary M. Travess
Title: Mary M. Travess
Date: 07/04/19
Signature: Mary M. Travess
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>Date Event</th>
<th>Date</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></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: 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

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

Seller: George T. & Mary M Travess

Buyer: Lane County

For the real property described as: 432 W. 11th Ave, Eugene, OR

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

1. Closing to be on or before January 7, 2020.

2. Buyer’s promissory note to be redeemed on or before November 22, 2019.

3. With the exception to the contingency of the sale described in Section 2.1 (a) of the Purchase and Sales Agreement, Buyer has satisfied and releases all other contingencies of the Sale.

4. Buyer to have until December 23, 2019 to satisfy and unconditionally release the contingency of the sale described in Section 2.1.(a) of the Purchase and Sales Agreement.

5. Starting on December 24, 2019, Buyers earnest money to become non-refundable.

Buyer Signature: __________________________ Date: __________________________

By: __________________________ Title: __________________________

Seller Signature: __________________________ Date: 11-12-19

By: __________________________ Title: __________________________

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