

REAL ESTATE SALE AGREEMENT

The Portland Water Bureau, Buyer
Kenneth G. Biehler and Nancy E. Biehler, Seller

Buyer agrees to buy and Seller agrees to sell the real property situated in Multnomah County, Oregon located at 5009 SE 174th Avenue, Portland Oregon 97236, legally described as:

Lots 1 and 2 of the amended plat of Jennelynd Acres Subdivision situated and of record in Multnomah County Oregon, and comprising approximately 75,478 ft², hereafter referred to as 'the Property'.

Buyer agrees to purchase the Property subject to the following terms and conditions:

- 1) Purchase Price. The purchase price is One Hundred Sixty Five Thousand and zero/100 dollars (\$165,000) payable as all cash to seller at closing.
- 2) Conditions of Sale. This transaction was approved by the City Council of the City of Portland on _____, by Ordinance# _____.
- 3) Willing Seller. Acquisition of this property by the Buyer is under a "willing seller" program. Condemnation is not a contemplated means of acquisition. Therefore, the Sellers of the property are not eligible for benefits under the Uniform Relocation Act.
- 4) 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 to conduct inspections, tests, and surveys concerning hazardous substances, pest infestations, soils conditions, wetlands, and other matters affecting the suitability of the Property for Buyer's intended use or otherwise reasonably related to the purchase of the Property. If Buyer chooses to have inspections, the inspections must be completed and Seller notified of the results within 30 days of the date of delivery of this signed Real Estate Sale Agreement to Buyer and Seller, otherwise Buyer waives his or her rights under this paragraph. If defects are found, Buyer will provide Seller with a copy of the written report and Seller will be given 30 days to notify Buyer whether or not Seller agrees, at his or her own cost and expense, to correct the defect(s), or Buyer may cancel this Real Estate Sale Agreement. Buyer, however, at his or her option, may waive the results of the inspection in writing and this Real Estate Sale Agreement shall become binding. Any agreed upon repairs will be completed prior to the Closing.
- 5) Title Insurance. Buyer shall have ten (10) business days after receipt of the preliminary title report within which to give notice in writing to Seller of any objection to title defect revealed by said preliminary title report or to any liens or encumbrances affecting the Property. If, within ten (10) business days following receipt of objections, Seller fails to remove or correct the matters identified in the objections, then, at Buyer's sole option, this transaction shall be of no further binding effect between Seller and Buyer. All remaining exceptions set forth in the preliminary title report and agreed to by Buyer shall be "Permitted Exceptions." The title insurance policy to be delivered to Buyer at closing shall contain no exceptions other than the Permitted Exceptions.
- 6) Closing; Time is of the Essence. Time is of the essence. This transaction shall close at First American Title Insurance Company, located at 9200 SE Sunnybrook Boulevard Suite 400, Clackamas Oregon 97015, a neutral escrow depository located in the State of Oregon. Buyer escrow and title policy fees shall be the responsibility of buyer. Seller escrow and title policy fees shall be the responsibility of

seller. This transaction shall close within 60 days of approval of an acquisition ordinance which grants authority to the Buyer to enter into this agreement by the Council of the City of Portland, or as soon thereafter as marketable title is delivered, but not to exceed seventy (70) days. This extension is not available if marketable title can be delivered on or before the specified closing date. The terms "closed" or "closing date" shall mean when the deed is recorded and funds are available to Seller. The sale shall be "closed" when the document conveying title is recorded and funds are disbursed to Seller. At closing, Buyer shall deposit with the title company all documents and funds required to close the transaction in accordance with the terms of this Agreement.

- 7) Deed. At closing, Seller shall convey fee simple title to the Property to Buyer by statutory warranty deed. Seller shall convey the Property free and clear of all liens and encumbrances, except zoning ordinances, building and use restrictions, reservations in Federal patents, easements of record which affect the Property or area in which the Property is located, private covenants, conditions and restrictions of record for the development, if any, of which the Property is a part.

The face of the deed must contain the following wording:

This property is accepted for use by the City of Portland pursuant to Ordinance _____ (insert ordinance number). Add line for signature and for date. Mayor or other designee in authorizing ordinance shall sign.

- 8) Closing Costs Prorates. Real Property taxes for the tax year in which the transaction is closed, assessments, personal property taxes, and utilities shall be prorated as of the Closing Date. Seller warrants the Property does not qualify for a special tax assessment or deferral program. Seller warrants the Property is not leased or rented.
- 9) Possession. Buyer shall be entitled to exclusive possession of the Property immediately upon closing.
- 10) Condition of Property.
- a) Seller represents that, to the best of Seller's knowledge, there are no pending or threatened notices of violation of any laws, codes, rules, or regulations applicable to the Property and Seller is not aware of any such violations or any concealed material defects in the Property.
 - b) Seller will demolish and remove the existing structures on the Property prior to closing.
 - c) All work performed under Section 10.b above shall be performed by Seller in accordance with applicable legal standards, permits and inspections required for such work.
 - d) Seller shall keep the Property insured until closing.
 - e) It shall be a condition of Buyer's obligation to close that all of the Seller's representations and warranties stated in this Agreement are materially true and correct on the Closing Date.
 - f) Seller's representations and warranties stated in this Agreement shall survive closing.
- 11) Personal Property. This sale does not include any personal property.
- 12) Notices. Unless otherwise specified, any notice required by this Agreement must be in writing. Any notice shall be deemed given when personally delivered or delivered by facsimile transmission (with electronic confirmation of delivery), or shall be deemed given on the next business day following delivery of the notice by reputable overnight courier or through mailing in the United States Postal Service, postage prepaid, by the applicable party to the address of the other party shown in this Agreement.

- 13) Miscellaneous; Facsimiles. The facsimile transmission of any signed document including this Agreement shall be the same as delivery of an original. At the request of either party, the party delivering a document by facsimile will confirm facsimile transmission by signing and delivering a duplicate original document. This Agreement may be executed in two or more 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 with respect thereto. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. 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 the terms and provisions of this Agreement.
- 14) Time for Acceptance. This offer to purchase shall automatically expire at 5:00 PM, on March 31, 2010 if not accepted within that time. However, Buyer may withdraw this offer any time prior to Seller's written acceptance. This offer may only be accepted by Seller in writing.
- 15) Disclosure. Seller is represented by their son, Gregory Biehler of Premier Realty Northwest. Gregory Biehler will represent seller exclusively for the purposes of this transaction.
- 16) Governing Law. This Agreement shall be governed by the laws of the State of Oregon. Any litigation arising under this Agreement shall occur in the Multnomah County Circuit Court.
- 17) Approved Uses. 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, WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND WHICH LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. 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 APPROVED USES AND EXISTENCE OF FIRE PROTECTION FOR STRUCTURES. THE PERSON ACQUIRING FEE TITLE SHOULD CHECK IF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IS SUBJECT TO SPECIAL ASSESSMENT UNDER ORS 358.505 OR ORS 358.515 REQUIRING NOTIFICATION TO THE STATE HISTORIC PRESERVATION OFFICER OR SALE OR TRANSFER OF THIS PROPERTY.

For Buyer:

David G. Shaff
Administrator – Portland Water Bureau
1120 SW 5th Avenue, Room 600
Portland, Oregon 97204

Date _____

Michael P. Stuhr
Chief Engineer – Portland Water Bureau
1120 SW 5th Avenue, Room 600
Portland, Oregon 97204

Date _____

APPROVED AS TO FORM

Approved as to form _____

[Handwritten Signature]
Deputy City Attorney
CITY ATTORNEY

Seller hereby accepts this offer to purchase:

Sign: _____
Print: Kenneth G. Biehler
Title: Owner

Date _____ AM _____ PM _____

Address: 2436 NE 166th, Portland Oregon 97230
Telephone: (503) 252-9743

Sign: _____
Print: Nancy E. Biehler
Title: Owner

Date _____ AM _____ PM _____

Address: 2436 NE 166th, Portland Oregon 97230
Telephone: (503) 252-9743