

EXHIBIT "A"

REAL ESTATE CONTRACT

THIS AGREEMENT made and entered into this _____ day of _____, 1960, between the CITY OF PORTLAND, a municipal corporation of the State of Oregon, hereinafter called Seller, and HAZELWOOD CHRONIC CONVALESCENT HOSPITAL, INC., an Oregon corporation, hereinafter called Purchaser.

W I T N E S S E T H:

The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase of the Seller, the following described real estate, hereinafter designated as the "Property", with the appurtenances, situate in the County of Multnomah, State of Oregon, to wit:

A Parcel of land in Section 9, Township 1 South, Range 2 East of the Willamette Meridian, in the County of Multnomah and State of Oregon, described as follows:

Beginning at a point in the south line of the Plympton Kelly Donation Land Claim, in Section 9, Township 1 South, Range 2 East of the Willamette Meridian; which is N 89°51'25" W 852.0 feet from the southeast corner thereof; thence N 0°08'35" E a distance of 230.0 feet to a point; thence N 89°51'25" W a distance of 375.0 feet to a point; thence S 0°05'40" W a distance of 230.0 feet to a point in the said south line of the Donation Land Claim; thence S 89°51'25" E along said south line a distance of 200.0 feet to an iron pipe; thence S 0°08'35" W a distance of 227.17 feet to a point in the east-west centerline of said Section 9; thence N 21°48'30" E a distance of 104.06 feet to a point of curve; thence along the arc of a curve right having a radius of 80.0 feet

(the long chord of which bears N 55°58'32½" E 89.86 feet) a distance of 95.40 feet to a point of tangent; thence S 89°51'25" E a distance of 47.23 feet to a point of curve; thence along the arc of a curve to the left having a radius of 15.0 feet (the long chord of which bears N 45°08'35" E 21.21 feet) a distance of 23.56 feet to a point of tangent; thence N 0°08'35" E a distance of 65.0 feet to the place of beginning, containing 2.41 acres, more or less.

This contract of sale is subject to the following terms and conditions:

1. The total purchase price is the sum of \$40,000.00 lawful money of the United States of America which shall be paid as follows: The sum of \$8,000.00 upon the execution of this contract, the receipt of which is hereby acknowledged; the remainder of said purchase price to be paid in annual installments of not less than \$6,400.00 each, together with interest upon the unpaid balance at the rate of 6% per annum; the first such annual installment to be due and payable together with the full amount of interest due thereon on or before September 1, 1961, and a similar payment to be due and payable on or before the 1st day of September of each succeeding year thereafter until the full amount of said purchase price, together with the full amount of interest thereon, has been paid. The Purchaser shall have the option of paying additional installments or payments on account of

said unpaid principal balance, provided however, that any additional installment or payment so paid shall not postpone or modify the normal schedule of payments as specified herein.

2. The Purchaser is entitled to take possession of said property on the date of execution of this contract.

3. The Purchaser agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said property.

4. Purchaser assumes all hazards of damage to or destruction of any improvements now on said property or hereafter to be placed thereon, and of the taking of said property or any part thereof for public use.

5. The Purchaser will procure and continuously maintain at Purchaser's expense fire and extended coverage insurance through companies approved by and in form satisfactory to the Seller; such insurance to be in an amount equal to the ~~maximum~~ insurable value of the improvements upon the Property or the unpaid balance upon this contract, whichever amount is the lesser. The Purchaser will pay promptly when due, the premium (including renewals) upon such insurance and will cause all such insurance policies to be delivered to the Seller. Such policies shall provide that losses thereunder shall be payable to the order of the City of Portland, Portland, Oregon.

6. In the event Purchaser fails to procure and maintain any insurance provided for herein or to pay any required insurance premiums when due, then Seller may at its option procure such insurance and pay any delinquent premiums and require Purchaser to immediately reimburse it for such cost, which amount, together with interest at the rate of 6% per annum thereon, shall be repayable upon demand, all without prejudice to any other rights the Seller may or might have by reason of such default.

7. Purchaser agrees that full inspection of said described property has been made and that neither the Seller nor assigns shall be held to any covenant respecting the condition of any improvements on said property nor to any agreement for alterations, improvements or repairs, unless the covenant or agreement relied on be in writing and attached to and made a part of this contract.

8. Purchaser shall not make any additions, improvements or alterations as to the Property unless the prior written consent of the Seller is first obtained. Any additions, improvements or alterations and all replacements to the Property shall remain the property of the Seller and shall be subject to all of the terms and conditions of this contract until this contract is fully paid.

9. Purchaser shall use reasonable care in the occupation, use and operation of the Property and shall at all times during the life of this contract keep and maintain the same in good state of repair and shall at Purchaser's expense make all repairs and perform all maintenance necessary to keep the Property at all times in as good a condition as that which obtained as of the effective date of this contract.

10. Title to the Property or any part thereof shall not pass to the Purchaser until the entire purchase price will have been paid in full and until all applicable terms and conditions of this contract will have been fully performed.

11. Seller has procured or agrees within thirty (30) days from the date thereof, to procure from Pacific Title Insurance Company, a purchaser's policy of title insurance, insuring the purchase to the full amount of said purchase price against loss or damage by reason of defect in the title of the Seller to the said described property or by reason of prior liens not assumed by the Purchaser under this agreement.

12. In case the Purchaser shall fail to make any payment hereinbefore provided by the Purchaser to be made, the Seller may make such payment and any amount so paid by the

Seller, together with interest thereon from date of payment until repaid at the rate of six per cent (6%) per annum, shall be repayable by the Purchaser on demand, all without prejudice to any other right the Seller might have by reason of such default.

13. Seller agrees, on full payment of said purchase price in manner hereinbefore specified, to make, execute, and deliver to the Purchaser a good and sufficient special warranty deed to said described Property, free and clear of all liens and encumbrances except building restrictions, zoning regulations and easements of record.

14. The failure of Seller to insist in any one or more instances upon performance of any of the terms, covenants or conditions of this contract shall not be construed as a waiver or a relinquishment of the future performance of any such term, covenant or condition, but Purchaser's obligation with respect to such future performance shall continue in full force and effect.

15. Time is of the essence of this contract. In case the Purchaser shall fail to make any payment of the purchase price promptly at the time the same shall fall due as hereinbefore specified, or promptly to perform any covenant or agreement aforesaid, Seller may elect to declare forfeiture and cancellation of this contract, and upon such election

being made all rights of the Purchaser hereunder shall cease and determine and any payments theretofore made hereunder by the Purchaser shall be retained by the Seller in liquidation of all damages sustained by reason of such failure. Service of all demands, notices or other papers with respect to such declaration of forfeiture and cancellation may be made by registered mail at the following address to wit: 13007 N. E. Glisan Street, Portland 30, Oregon, or at such other address as the Purchaser will indicate in writing to the Seller. Or the Seller may elect to bring action, or actions, on any intermediate overdue installment or, on any payment, or payments, made by the Seller and repayable by the Purchaser, it being stipulated that the covenant to pay intermediate installments or to pay items repayable by the Purchaser, are independent of the covenant to make a deed and that every such action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default, and no waiver by the Seller of any default on the part of the Purchaser shall be construed as a waiver of any subsequent default.

IN WITNESS WHEREOF, the parties hereto have set their

hands and seals as of the day and year first above written.

HAZELWOOD CHRONIC CONVALESCENT HOSPITAL, INC.

By _____
President

By _____
Secretary

CITY OF PORTLAND

By _____
Mayor

By _____
Auditor

Approved as to form:

City Attorney

STATE OF OREGON)
County of Multnomah) ss:

On this _____ day of September, 1960, before me appeared Glenn L. Allen and Clyde Anderson, both to me personally known, who being duly sworn, did say that he, the said Glenn L. Allen is the President and he, the said Clyde Anderson is the secretary of HAZELWOOD CHRONIC CONVALESCENT HOSPITAL, INC., the within named corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors,, and Glenn L. Allen and Clyde Anderson acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year last above written.

Notary Public for Oregon
My commission expires _____

STATE OF OREGON)
County of Multnomah) ss:

On this _____ day of September, 1960, before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared TERRY D. SCHRUNK, to me known to be the Mayor of the City of Portland, Oregon, and RAY SMITH, to me known to be the Auditor of the City of Portland, Oregon, and to me known to be the individuals who executed the foregoing instrument, all in accordance with the authority granted by Ordinance No. _____, passed by the Council of the City of Portland on the _____ day of September, 1960.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

Notary Public for Oregon
My commission expires _____

ORDINANCE NO. 112482

An Ordinance authorizing the sale of the Isolation Hospital property, comprising 2.41 acres of land in Section 9, T. 1 S., R. 2 E., W.M., to Hazelwood Chronic Convalescent Hospital, Inc., for the sum of \$40,000, authorizing execution of a contract of sale, providing terms, authorizing the drawing and delivery of a warrant, and declaring an emergency.

The City of Portland does ordain as follows:

Section 1. The Council finds that Ordinance No. 112245 passed by the Council July 20, 1960, authorized the Purchasing Agent to advertise for the sale of the City Isolation Hospital at S.E. 96th Avenue and Powell Valley Road; that the high bid of \$20,250 was rejected by the Council on recommendation of the Purchasing Agent and the Commissioner of Finance; the Council further finds that readvertising the property for sale would be a useless waste of public funds; that an offer has been obtained from Glenn L. Allen, President of Hazelwood Chronic Convalescent Hospital, Inc., to purchase the Isolation Hospital real and personal property for the sum of \$40,000 on contract over a five-year period; that such offer is the highest offer received for purchase of such property and is a fair and reasonable price to be paid for the property, now, therefore, sale of the Isolation Hospital located at S.E. 96th Avenue and Powell Valley Road, more particularly hereinafter described, for the sum of \$40,000 to the Hazelwood Chronic Convalescent Hospital, Inc., is hereby authorized, and the Mayor and Auditor are authorized and directed to enter into a real estate sale contract with the Hazelwood Chronic Convalescent Hospital, Inc., providing for the sale of the herein described property for the sum of \$40,000 to be paid as follows: \$8,000 upon execution of the contract; thereafter, the minimum sum of \$6,400 per year, plus interest at the rate of 6% per annum on the unpaid balance, the first such payment to be made on or before the 1st day of September, 1961, and a like payment thereafter on or before the 1st day of September of each succeeding year, until the full sum due, including interest, has been paid to the City of Portland. Such contract to be substantially in accordance with the form of contract, attached hereto marked Exhibit "A", and by this reference made a part of this Ordinance, subject to approval as to form by the City Attorney. Said property is more particularly described as follows:

A parcel of land in Section 9, Township 1 South, Range 2 East of the Willamette Meridian, in the County of Multnomah and State of Oregon, described as follows:

Beginning at a point in the south line of the Plympton Kelly Donation Land Claim, In Section 9, Township 1 South, Range 2 East of the Willamette Meridian; which is N 89°51'25" W 852.0 feet from the southeast corner thereof; thence N 0°08'35" E a distance of 230.0 feet to a point; thence N 89°51'25" W a distance of 375.0 feet to a point; thence S 0°05'40" W a distance of 230.0 feet to a point in the said south line of the Donation Land Claim; thence S 89°51'25" E along said south line a distance of 200.0 feet to an iron pipe; thence S 0°08'35" W a distance of 227.17 feet to a point in the east-west centerline of said Section 9; thence N 21°48'30" E a distance of 104.06 feet to a point of curve; thence along the arc of a curve right having a radius of 80.0 feet (the long chord of which bears N 55°58'32½" E 89.86 feet) a distance of 95.40 feet to a point of tangent; thence S 89°51'25" E a distance of 47.23 feet to a point of curve; thence along the arc of a curve to the left having a radius of 15.0 feet (the long chord of which bears N 45°08'35" E 21.21 feet) a distance of 23.56 feet to a point of tangent; thence N 0°08'35" E a distance of 65.0 feet to the place of beginning, containing 2.41 acres, more or less.

Section 2. The Mayor and Auditor hereby are authorized and directed to draw and deliver a warrant in the sum of \$180.50 payable to Pacific Title Insurance Company, 315 S.W. 4th Avenue, Portland 4, Oregon, as payment for a preliminary title report and purchaser's title policy in the amount of \$40,000, such warrant to be drawn against the General Fund, Sundries (5150), and shall be subject to prior execution of the agreement as authorized in Section 1. of this Ordinance.

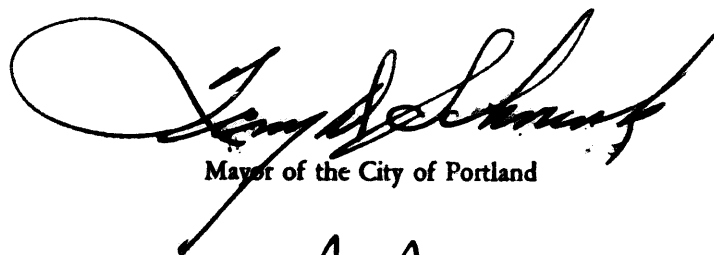
Section 3. The proceeds of the sale as authorized by this Ordinance shall be credited to the General Fund, Revenues.

Section 4. Inasmuch as this Ordinance is necessary for the immediate preservation of the public health, peace and safety of the City of Portland in this: In order that the sale of the Isolation Hospital property, authorized in Section 1. of this Ordinance, may be accomplished without unnecessary delay and loss to the City; therefore, an emergency is hereby declared to exist

ORDINANCE No.

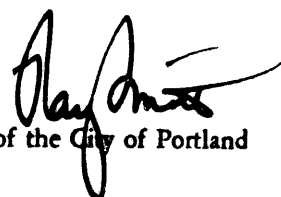
and this Ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, SEP 1 - 1960



Mayor of the City of Portland

Attest:



Auditor of the City of Portland

Calendar No. **3413**

ORDINANCE No. 112482

Title

An Ordinance authorizing the sale of the Isolation Hospital property, comprising 2.41 acres of land in Section 9, T. 1 S., R. 2 E., W.M., to Hazelwood Chronic Convalescent Hospital, Inc., for the sum of \$40,000, authorizing execution of a contract of sale, providing terms, authorizing the drawing and delivery of a warrant, and declaring an emergency.

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
Bean	/	
Bowes	-	
Earl	/	
Grayson	/	
Schrunk	/	

FOUR-FIFTHS CALENDAR	
Bean	<i>JRB</i>
Bowes	
Earl	<i>SE</i>
Grayson	<i>meas</i>
Schrunk	<i>10542</i>

INTRODUCED BY
Commissioner Bean

DRAWN BY
OEA:jw
Date 8-31-60

NOTED BY THE COMMISSIONER
Affairs
Finance <i>JRB</i>
Safety
Utilities
Works

City Attorney <i>[Signature]</i>

NOTED FOR CITY AUDITOR
<i>[Signature]</i>

APPROVED
Date
By
City Engineer
Date
By

Filed.....AUG 31 1960.....

RAY SMITH
Auditor of the CITY OF PORTLAND

By *[Signature]* Deputy