

RESOLUTION NO. 2022-07

**RESOLUTION AUTHORIZING THE PURCHASE OF PROPERTY LOCATED AT 3705
19TH AVENUE FOR A CITY PARK AND AUTHORIZING CITY MANAGER OR
ASSISTANT CITY MANAGER/FINANCE DIRECTOR TO COMPLETE PURCHASE**

WHEREAS, 3705 LLC (Owner) owns tax lot 1S305AB01200 located at 3705 19th Avenue; and

WHEREAS, City offered to purchase property for a City park and the Owner accepted the City's offer, and

WHEREAS, City Council needs to approve the purchase of the property.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF FOREST GROVE AS
FOLLOWS:**

Section 1. The City Council approves the purchase of the property for \$500,000 plus any closing and other acquisition costs.

Section 2. The City Manager or Assistant City Manager/Finance Director is authorized to complete the purchase of the property.

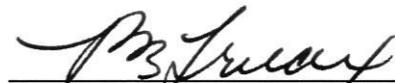
Section 3. This resolution is effective immediately upon its enactment by the City Council.

PRESENTED AND PASSED this 24th day of January, 2022.



Anna D. Ruggles, City Recorder

APPROVED by the Mayor this 24th day of January, 2022.



Peter B. Truax, Mayor



Sale Agreement # **CityFG12122**

RESIDENTIAL REAL ESTATE SALE AGREEMENT
OREF 001 | Ver. 1.1 | Page 1 of 11

FINAL AGENCY ACKNOWLEDGMENT

1 Both Buyer and Seller acknowledge having received the Oregon Real Estate Agency Disclosure Pamphlet, and hereby acknowledge and consent
2 to the following agency relationships in this transaction: **Margaret Boehmer**

3 _____ (Name of Buyer's Agent(s)*), Oregon Lic. # **8508000028**
4 of **More Realty Inc** (Name of Real Estate Firm(s)*)
5 Buyer's Agent's Office Address **2328 Pacific Ave., Forest Grove, OR 97116**, Company Lic # **2012122372**
6 Phone #1 **(503)849-6143** Phone #2 **(503)849-6143** E-mail **mboehmer4620@gmail.com**

7 is/are the agent of (check one): Buyer exclusively ("Buyer Agency"). Both Buyer and Seller ("Disclosed Limited Agency").
8 **Michael Wiltshire** (Name of Seller's Agent(s)*), Oregon Lic. # **880300075**

9 of **Berkshire Hathaway Home Services NW Real Estate** (Name of Real Estate Firm(s)*)
10 Seller's Agent's Office Address **2501 Portland Rd, Newberg, OR 97132**, Company Lic # **201208506**
11 Phone #1 **(503)789-3875** Phone #2 **(503)789-3875** E-mail **mike@mikewiltshire.com**

12 is/are the agent of (check one): Seller exclusively ("Seller Agency"). Both Buyer and Seller ("Disclosed Limited Agency").
13 *If Buyer's and/or Seller's Agents and/or Firms are co-selling or co-listing in this transaction, all Agents and Firm names should be
14 disclosed above.

15 If both parties are each represented by one or more Agents in the same Real Estate Firm, and Agents are supervised by the same principal broker
16 in that Real Estate Firm, Buyer and Seller acknowledge said principal broker shall become the disclosed limited agent for both Buyer and Seller as
17 more fully explained in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller and Agent(s).

18 Buyer shall sign this acknowledgment at the time of signing this Agreement before submission to Seller. Seller shall sign this acknowledgment at the time this
19 Agreement is first submitted to Seller, even if this Agreement will be rejected or a counter offer will be made. Seller's signature to this Final Agency
20 Acknowledgment shall not constitute acceptance of this Agreement or any terms therein.

21 Buyer Paul D. Donney Print **City of Forest Grove** Date 01-21-2022 6:50 PM PST ←
22 DocuSigned by: _____ Print _____ Date Jan-22-2022 | ←5:47 PM
23 Seller Michael Wiltshire MEMBER Print **3705 LLC** Date _____ ←
24 Seller Steve Wiltshire MEMBER Print _____ Date _____ ←

RESIDENTIAL REAL ESTATE SALE AGREEMENT

25 **THIS AGREEMENT IS INTENDED TO BE A LEGAL AND BINDING CONTRACT. IF IT IS NOT UNDERSTOOD, SEEK COMPETENT LEGAL**
26 **ADVICE BEFORE SIGNING. FOR AN EXPLANATION OF THE PRINTED TERMS AND PROVISIONS IN THIS FORM REGARDING TIMING,**
27 **NOTICE, BINDING EFFECT, ETC., SELLER AND BUYER ARE ENCOURAGED TO CLOSELY REVIEW THE DEFINITIONS AND**
28 **INSTRUCTIONS SECTION BELOW**

29 **1. PRICE/PROPERTY DESCRIPTION:** Buyer **City of Forest Grove**

30 offers to purchase from Seller **3705 LLC**

31 the following described real property (hereinafter "the Property") situated in the State of Oregon, County of **Washington**,
32 and commonly known or identified as (insert street address, city, zip code, tax identification number, lot/block description, etc.)
33 **3705 19th Ave, Forest Grove, OR 97116-2110**

34 (Buyer and Seller agree, if it is not provided herein, a complete legal description as provided by the title insurance company in accordance with
35 Section 9 (Title Insurance) below shall, where necessary, be used for purposes of legal identification and conveyance of title.)

36 for the Purchase Price (in U.S. currency) of..... A \$ **500,000.00**

37 on the following terms: Earnest money herein receipted for B \$ **10,000.00**

38 on _____, as additional earnest money, the sum of..... C \$ _____

39 at or before Closing, the balance of down payment D \$ _____

40 at Closing and upon delivery of **DEED** **CONTRACT** the balance of the Purchase Price..... E \$ **490,000.00**
41 shall be paid as agreed in Financing Section of this Agreement. (Lines B, C, D and E should equal Line A)

42 **2. FIXTURES/CONTROLS/KEYS:** All fixtures and essential related equipment (e.g. remote controls, smart home features, and all keys related
43 to Property including mailbox, outbuilding(s), etc.) are to be left upon the Property. Fixtures shall include but not be limited to: built-in appliances;

Buyer Initials PD Date 01-21-2022 6:50 PM PST

Seller Initials LW SW Date Jan-22-2022 | 5:47

This form has been licensed for use solely by Margaret Boehmer pursuant to a Forms License Agreement with Oregon Real Estate Forms, LLC.
LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE OF BUYER AND/OR SELLER AND DATE
Copyright Oregon Real Estate Forms, LLC 2021 www.orefonline.com
No portion may be reproduced without express permission of Oregon Real Estate Forms, LLC



47 attached floor coverings; drapery rods and curtain rods; window and door screens; storm doors and windows; system fixtures (irrigation, plumbing,
48 ventilating, cooling and heating); water heaters; attached electric light and bathroom fixtures; light bulbs; fluorescent lamps; window blinds;
49 awnings; fences; all planted shrubs, plants and trees; EXCEPT: none

51 **3. PERSONAL PROPERTY:** Only the following personal property, in "AS-IS" condition and at no stated value is included:
52 none

FINANCING

55 **4. BALANCE OF PURCHASE PRICE:** (Select A or B)
56 Buyer represents, Buyer has liquid and available funds for the earnest money deposit and down payment, and if an all cash transaction, the full purchase
57 price, sufficient to Close the transaction described herein and is not relying upon any contingent source of funds (e.g., from loans, gifts, sale or closing of other
58 property, 401K disbursements, etc.), except as follows (describe): none

60 **A.** **This is an all cash transaction.** Buyer to provide verification ("Verification") of readily available funds as follows (select only one):
61 Buyer has attached a copy of the Verification with the submission of this Agreement to Seller. Buyer will provide Seller with the Verification
62 within 5 business days (five [5] if not filled in) after this Agreement has been signed and accepted; or Other (Describe): _____

64 Seller may notify Buyer, in writing, of Seller's unconditional disapproval of the Verification within _____ business days (two [2] if not filled in)
65 ("Disapproval Period") following its receipt by Seller. Provided, however, such disapproval must be objectively reasonable. Upon such disapproval,
66 all earnest money deposits shall be promptly refunded to Buyer and this transaction shall be terminated. **If Seller fails to provide Buyer with**
67 **written unconditional disapproval of the Verification by 5:00 p.m. of the last day of the Disapproval Period, Seller shall be deemed to**
68 **have approved the Verification. If Buyer fails to submit a Verification within a time frame selected above, unless the parties agree**
69 **otherwise in writing, all earnest money deposits shall be promptly refunded, and this transaction shall be terminated.**

70 **B.** **Balance of Purchase Price to be financed through one of the following Loan Programs (Select only one):**
71 Conventional; FHA; Federal VA (Seller Shall Shall not agree to pay Buyer's non-allowable VA fees);
72 If FHA or Federal VA is selected, **OREF 097 FHA / Federal VA Amendatory Clause** is attached.
73 Other (Describe): _____
74 **Buyer agrees to seek financing through a lending institution or mortgage broker (hereinafter collectively referred to as**
75 **"Lender") participating in the Loan Program selected above.**

76 **C. Pre-Approval Letter.** Buyer has attached a copy of a Pre-Approval Letter from Buyer's Lender; Buyer does not have a Pre-Approval
77 Letter at the time of making this offer; Buyer agrees to secure a Pre-Approval Letter and provide a copy to Seller as follows: _____

79 **5.1 FINANCING CONTINGENCIES:** If Buyer is financing any portion of the Purchase Price, then this transaction is subject to the following
80 financing contingencies: (1) Buyer and the Property to qualify for the loan from Lender; (2) Lender's appraisal shall not be less than the Purchase
81 Price; and, (3) Other (Describe): none

83 Except as otherwise provided herein, all Financing Contingencies are solely for Buyer's benefit and may be waived by Buyer in writing at any time.

84 **5.2 FAILURE OF FINANCING CONTINGENCIES:** If Buyer receives actual notification from Lender that any Financing Contingencies identified
85 above have failed or otherwise cannot occur, Buyer shall promptly notify Seller, and the parties shall have _____ business days (two [2] if not filled
86 in) following the date of Buyer's notification to Seller to either (a) Terminate this transaction by signing an **OREF 057 Termination Agreement**
87 and/or such other similar form as may be provided by Escrow; or (b) Reach a written mutual agreement upon such price and terms that will permit
88 this transaction to continue. Neither Seller nor Buyer are required under the preceding provision (b) to reach such agreement. If (a) or (b) fail to
89 occur within the time period identified in this Section 5.2 (Failure of Financing Contingencies), this transaction shall be automatically terminated,
90 and all earnest money shall be promptly refunded to Buyer. Buyer understands, upon termination of this transaction, Seller shall have the right to
91 place the Property back on the market for sale upon any price and terms as Seller determines, in Seller's sole discretion.

92 **5.3 BUYER REPRESENTATIONS REGARDING FINANCING:** Buyer makes the following representations to Seller: (1) Buyer's completed loan
93 application, as hereinafter defined, shall be submitted to the Lender who provided the Pre-Approval Letter, a copy of which has been delivered to
94 Seller, or will be, pursuant to Section 4C (Pre-Approval Letter), above.

Buyer Initials PD Date 01-21-2022 6:50 PM PST

Seller Initials EW SW Date Jan-22-2022



Sale Agreement # **CityFG12122**

RESIDENTIAL REAL ESTATE SALE AGREEMENT
OREF 001 | Ver. 1.1 | Page 3 of 11

95 (2) Buyer shall submit to Buyer's Lender a completed loan application for purchase of the Property not later than ____ business days (three [3] if not
96 filled in) following the date Buyer and Seller have signed and accepted this Agreement. A "completed loan application" shall include the following
97 information: (i) Buyer's name(s); (ii) Buyer's income(s); (iii) Buyer's social security number(s); (iv) the Property address; (v) an estimate of the
98 value of the Property; and (vi) the loan amount sought.

99 (3) Buyer agrees, if Buyer intends to proceed with the loan transaction, Buyer will so notify Lender within ____ business days (three [3] if not filled in - but not to
100 exceed ten [10]) in such form as required by said Lender, following Buyer's receipt of Lender's Loan Estimate. Upon request, Buyer shall promptly notify
101 Seller of the date of Buyer's signed notice of intent to proceed with the loan.

102 (4) Buyer will thereafter complete all paperwork requested by the Lender, including payment of all application, appraisal and processing fees, to
103 obtain the loan.

104 (5) Buyer understands and agrees, Buyer may not replace the Lender or Loan Program already selected, without Seller's written consent, which
105 may be withheld in Seller's sole discretion.

106 (6) Following submission of the loan application, Buyer agrees to keep Seller promptly informed of all material non-confidential developments
107 regarding Buyer's financing and the time of Closing.

108 (7) Buyer shall authorize the Lender to order the appraisal no later than expiration of the Inspection Period at Section 10 (Inspections), below of this
109 Agreement, (or Section 1 of the OREF 058 Professional Inspection Addendum if used).

110 (8) Buyer authorizes Buyer's Lender to provide non-confidential information to Buyer's and Seller's Agents regarding Buyer's loan application
111 status.

112 **6.1 INSURANCE:** Buyer is encouraged to promptly verify the availability and cost of property/casualty/fire insurance that will be secured for the
113 Property. Additionally, Lenders may require proof of property/casualty/fire insurance as a condition of the loan.

114 **6.2 FLOOD INSURANCE; ELEVATION CERTIFICATE:** If the Property is located in a designated flood zone, flood insurance may be required as a
115 condition of a new loan. Buyer is encouraged to promptly verify the need, availability, and cost of flood insurance, if applicable. An Elevation
116 Certificate ("EC") is the document used by the federal National Flood Insurance Program ("NFIP") to determine the difference in elevation between
117 a home or building and the base flood elevation ("BFE"), which is a computed elevation to which floodwater is anticipated to rise during certain floods.
118 The amount of flood insurance premium for a particular property is based upon the EC. Not all properties in flood zones require an EC, depending
119 upon when they were constructed. ECs must be prepared and certified by a land surveyor, engineer, or architect who is authorized by the local
120 jurisdiction to certify elevation information. The costs and fees for an EC may range from a few hundred dollars to over a thousand. **If the Property**
121 **requires an EC, it will need to be obtained prior to receiving a flood insurance quote. Additionally, Lenders may require an EC as a**
122 **condition of loan approval. For more information, go to the following website: www.fema.gov**

123 **7. SELLER-CARRIED FINANCING (E.G., LAND SALE CONTRACT/TRUST DEED/MORTGAGE/OPTION AGREEMENTS, RENT-TO-OWN,**
124 **ETC.):** Notice to Buyer and Seller: If this transaction involves a land sale contract, trust deed, mortgage, option, or lease-to-own agreement
125 (hereinafter a "Seller Carried Transaction"), Oregon law requires, unless exempted, individuals offering or negotiating the terms must hold a
126 mortgage loan originator ("MLO") license. Your real estate agent is not qualified to provide these services or to advise you in this regard. Legal
127 advice is strongly recommended. If this is a Seller-Carried Transaction, Buyer and Seller are advised to review the OREF 032 Seller-Carried
128 Transactions Buyer and Seller Advisory. Buyer and Seller agree as follows (select only one):

- 129 (a) Use the **OREF 033 Seller-Carried Transaction Addendum** and related forms; or
- 130 (b) Secure separate legal counsel to negotiate and draft the necessary documents or employ an MLO

131 Seller and Buyer agree, regardless of whether (a) or (b) is selected, they will reach a signed written agreement upon the terms and conditions of such
132 financing (e.g., down payment, interest rate, amortization, term, payment dates, late fees, balloon dates, etc.) within ____ business days (ten [10] if
133 not filled in) commencing on the next business day following the date they have signed and accepted this Sale Agreement ("Negotiation of Terms
134 Period"). Upon failure of Buyer and Seller to reach agreement by 5:00 p.m. on the last day of the Negotiation of Terms Period, or such other times
135 as may be agreed upon in writing, all earnest money deposits shall be refunded to Buyer and this transaction shall be automatically terminated.
136 **Caveat: Buyer's and Seller's Agents are not authorized to render advice on these matters. Buyer and Seller are advised to secure**
137 **competent legal advice while engaged in a Seller-Carried Transaction.**

138 **8. ADDITIONAL FINANCING PROVISIONS (e.g. Closing Costs):** none
139 _____
140 _____

Buyer Initials PD Date 01-21-2022 6:50 PM PST

Seller Initials DS KW SW Date Jan-22-2022



Sale Agreement # **CityFG12122**

RESIDENTIAL REAL ESTATE SALE AGREEMENT
OREF 001 | Ver. 1.1 | Page 4 of 11

CONTINGENCIES

141 **9. TITLE INSURANCE:** When this Agreement is signed and accepted by Buyer and Seller, Seller will, at Seller's sole expense, promptly order from
142 the title insurance company selected at Section 24 (Escrow), below, a preliminary title report and copies of all documents of record ("the Report
143 and Documents of Record") for the Property, and furnish them to Buyer at Buyer's contact location as defined at Section 32 (3)
144 (Definitions/Instructions), below. Unless otherwise provided herein, this transaction is subject to Buyer's review and approval of the Report and
145 Documents of Record (**if, upon receipt, the Report and Documents of Record are not fully understood, Buyer should contact the title
146 insurance company for further information or seek competent legal advice).** The Buyer's and Seller's Agents are not qualified to advise
147 **on specific legal or title issues.** Upon receipt of the Report and Documents of Record Buyer shall have 5 business days (five [5] if not filled in)
148 within which to notify Seller, in writing, of any matters disclosed in the Report and Documents of Record which is/are unacceptable ("the
149 Objections"). Buyer's failure to timely object in writing shall constitute acceptance of the Report and/or Documents of Record. However, Buyer's
150 failure to timely object shall not relieve Seller of the duty to convey marketable title to the Property pursuant to Section 29 (Deed), below. If, within
151 5 business days (five [5] if not filled in) following Seller's receipt of the Objections, Seller fails to remove or correct the matters identified therein,
152 or fails to give written assurances reasonably satisfactory to Buyer of removal or correction prior to Closing, all earnest money shall be promptly
153 refunded to Buyer-and this transaction shall be terminated. This contingency is solely for Buyer's benefit and may be waived by Buyer in writing.
154 Within thirty (30) days after Closing, the title insurance company shall furnish to Buyer, an owner's standard form policy of title insurance insuring
155 marketable title in the Property to Buyer in the amount of the Purchase Price, free and clear of the Objections, if any, and all other title exceptions
156 agreed to be removed as part of this transaction. (*Note: This Section 9 (Title Insurance) provides Seller will pay for Buyer's standard owner's
157 policy of title insurance. In some areas of the country, such a payment might be regarded as a "seller concession." Under the
158 TILA/RESPA Integrated Disclosure Rules ["the Rules"], there are limitations, regulations and disclosure requirements on "seller
159 concessions", unless the product or service paid for by the Seller was one customarily paid by sellers in residential sales transactions.
160 In Oregon, sellers customarily and routinely pay for their buyer's standard owner's policy of title insurance. Accordingly, unless the
161 terms of this Section 9 (Title Insurance) are modified in writing by Buyer and Seller, the parties acknowledge, agree and so instruct
162 Escrow, in this transaction, Seller's payment of Buyer's standard owner's policy of title insurance is not a "seller concession" under the
163 Rules or any other federal law.)*

164 **10. INSPECTIONS/ENVIRONMENTAL HEALTH CONDITIONS:** The following list identifies some, but not all, environmental conditions found in
165 and around all real property that may affect health: asbestos, carbon monoxide, electric and magnetic fields, formaldehyde, lead and other
166 contaminants in drinking water and well water, lead based paint, mold and mildew, radon, and leaking underground storage tanks. If Buyer has any
167 concerns about these conditions or others, Buyer is encouraged to secure the services of a licensed professional inspector, consultant, or health
168 expert, for information and guidance. Neither the Buyer's nor Seller's Agents are experts in environmental health hazards or conditions. Buyer
169 understands it is advisable to have a complete inspection of the Property by a qualified licensed professional(s) relating to such matters as
170 structural condition, soil condition/compaction/stability, environmental issues, survey, zoning, operating systems, and suitability for Buyer's intended
171 purpose. Neither Buyer's nor Seller's Agent are qualified to conduct such inspections and shall not be responsible to do so. For further details,
172 Buyer is encouraged to review the Buyer Advisory at www.oregonrealtors.org and the Oregon Public Health Division at
173 www.public.health.oregon.gov.

174 **Check only one box below:**
175 **LICENSED PROFESSIONAL INSPECTIONS:** At Buyer's expense, Buyer may have the Property and all elements and systems thereof
176 inspected by one or more licensed professionals of Buyer's choice. Provided, however, Buyer must specifically identify in this Agreement any
177 desired invasive inspections that may include testing or removal of any portion of the Property including, for example, radon and mold. **Identify
178 Invasive Inspections:** _____

179 Buyer understands, Buyer is responsible for the restoration of the Property following any inspection(s)/test(s) performed by Buyer or on Buyer's
180 behalf. Buyer shall have _____ business days (ten [10] if not filled in), after the date Buyer and Seller have signed and accepted this Agreement
181 (hereinafter "the Inspection Period"), in which to complete all inspections **and** negotiations with Seller regarding any matters disclosed in any
182 inspection report. Buyer shall **not** provide all or any portion of the inspection reports to Seller unless requested by Seller. However, at any time
183 during this transaction, or promptly following termination, upon request by Seller, Buyer shall promptly provide a copy of such reports or portions of
184 reports, as requested. During the Inspection Period, Seller shall not be required to modify any terms of this Agreement already reached with Buyer.
185 Unless a written agreement has already been reached with Seller regarding Buyer's requested repairs, at any time during the Inspection Period,
186 Buyer may notify Seller, in writing, of Buyer's unconditional disapproval of the Property based on any inspection report(s), in which case, all earnest
187 money deposits shall be promptly refunded, and this transaction shall be terminated. **If Buyer fails to provide Seller with written unconditional
188 disapproval of any inspection report(s) by 5:00 p.m. of the final day of the Inspection Period, Buyer shall be deemed to have accepted the
189 condition of the Property. Note if, prior to expiration of the Inspection Period, written agreement is reached with Seller regarding Buyer's
190 requested repairs, the Inspection Period shall automatically terminate unless the parties agree otherwise in writing.**

191 **ALTERNATIVE INSPECTION PROCEDURES: OREF 058 PROFESSIONAL INSPECTION ADDENDUM**
192 **OTHER INSPECTION ADDENDUM** _____

Buyer Initials PD Date 01-21-2022 6:50 PM PST

Seller Initials DS SW Date Jan-22-2022 | 5:47 P



Sale Agreement # **CityFG12122**

RESIDENTIAL REAL ESTATE SALE AGREEMENT
OREF 001 | Ver. 1.1 | Page 5 of 11

193 **BUYER'S WAIVER OF INSPECTION CONTINGENCY:** Buyer represents to Seller and all Agents and Firms, Buyer is fully satisfied with the
194 condition of the Property and all elements and systems thereof and **knowingly and voluntarily** elects to waive the right to have any inspections
195 performed as a contingency to the Closing of the transaction. Buyer's election to waive the right of inspection is solely Buyer's decision and at
196 Buyer's own risk.

197 **11. LEAD-BASED PAINT CONTINGENCY PERIOD:** If the Property was constructed before 1978, on or promptly after the date the parties have signed and
198 accepted this Agreement, Seller shall deliver to Buyer OREF 021, the Lead-Based Paint Disclosure Addendum ("the Disclosure Addendum"), together with
199 the EPA Pamphlet entitled "Protect Your Family From Lead in Your Home" (the "Date of Delivery"). Unless waived by Buyer in writing in the Disclosure
200 Addendum, Buyer shall have ten (10) calendar days (or other mutually agreed upon period) commencing on the day following the Date of Delivery, within
201 which to conduct a lead-based paint assessment or inspection (the "LBP Contingency Period"). If lead-based paint and/or lead-based paint hazards are
202 identified in the Property by a certified inspector at any time before expiration of the LBP Contingency Period, Buyer may unconditionally cancel this
203 transaction by written notice to Seller ("Notice of Cancellation"). In such case, Buyer shall deliver a copy of any written reports or evaluations (collectively
204 "Reports") to Seller, together with the Notice of Cancellation, and thereafter receive a prompt refund of all earnest money deposits. **Buyer understands the**
205 **failure to deliver the Notice of Cancellation to Seller together with the Reports, on or before Midnight of the last day of the LBP Contingency Period**
206 **shall constitute acceptance of the condition of the Property as it relates to the presence of lead-based paint or lead-based paint hazards, and the**
207 **LBP Contingency Period shall automatically expire.**

208 **12.1 PRIVATE WELL:** Does the Property include a well that supplies or is intended to supply domestic water for household use? Yes No
209 If the property contains a private well, the **OREF 082 Private Well Addendum** will be attached to this Sale Agreement.

210 **12.2 SEPTIC/ONSITE SEWAGE SYSTEM:** Does the Property include a septic/onsite sewage system? Yes No If the Property contains a
211 septic/onsite sewage system, the **OREF 081 Septic/Onsite Sewage System Addendum** will be attached to this Sale Agreement.

212 **13. SELLER'S PROPERTY DISCLOSURE STATEMENT:** Under Oregon law, Buyer has a right to revoke Buyer's offer (the "Revocation Right") unless
213 this transaction is exempt or Buyer has waived the Revocation Right. Buyer may exercise the Revocation Right only in writing and only within five (5) business
214 days after this Sale Agreement has been signed and accepted by both Buyer and Seller AND Seller has delivered to Buyer or Buyer's agent a complete
215 Seller's Property Disclosure Statement. However, Buyer may exercise the Revocation Right any time before receiving the Seller's Property Disclosure
216 Statement, so long as Buyer does so before Closing. This provision supersedes any contrary terms in the Seller's Property Disclosure Statement.

SELLER REPRESENTATIONS

217 **14. SELLER REPRESENTATIONS:** Subject to other written disclosures made by Seller as a part of this transaction, Seller makes the
218 following representations to Buyer:

219 (1) The primary dwelling is connected to (check all that apply): a public sewer system; an on-site sewage system; a public
220 water system; a private well; other (e.g., surface springs, cistern, etc.).

221 (2) Seller has no knowledge of any hazardous substances in or about the Property other than substances (if any) contained in appliances
222 and equipment. Buyer acknowledges asbestos commonly exists in insulation, ceilings, floor coverings, and other areas in residential
223 housing and may exist in the Property.

224 (3) Seller knows of no material defects in or about the Property.

225 (4) All electrical wiring, heating, cooling, plumbing, irrigation equipment and systems, and the balance of the Property, including the
226 yard, will be in substantially their present condition at the time Buyer is entitled to possession.

227 (5) Seller has no notice of any liens or assessments to be levied against the Property.

228 (6) Seller has no notice from any governmental agency of any violation of law relating to the Property.

229 (7) Seller knows of no material discrepancies between visible lines of possession and use (such as existing fences, hedges, landscaping,
230 structures, driveways, and other such improvements) currently existing on the Property and the legal description of the Property.

231 (8) Seller will keep the Property fully insured through Closing.

232 (9) Seller agrees to promptly notify Buyer if, prior to Closing, Seller receives actual notice of any event or condition that could result in
233 making any previously disclosed material information relating to the Property substantially misleading or incorrect.

234 These representations are made to the best of Seller's knowledge. Seller may have made no investigations. Exceptions to items (1)
235 through (9) are: _____ none _____ (For more exceptions see Addendum _____).

236 **Buyer acknowledges the above representations are not warranties regarding the condition of the Property and are not a substitute for,**
237 **nor in lieu of, Buyer's own responsibility to conduct a thorough and complete independent investigation, including the use of**
238 **professionals, where appropriate, regarding all material matters bearing on the condition of the Property, its value and its suitability for**
239 **Buyer's intended use. Neither Buyer's nor Seller's Agents shall be responsible for conducting any inspection or investigation of any**
240 **aspects of the Property.**

241 **15.1 SELLER ADVISORY: OREGON STATE TAX WITHHOLDING OBLIGATIONS:** Subject to certain exceptions, Escrow is required to withhold a portion
242 of Seller's proceeds if Seller is a non-resident individual or corporation as defined under Oregon law. Buyer and Seller agree to cooperate with Escrow by

Buyer Initials PD Date 01-21-2022 6:50 PM PST

Seller Initials KW SW Date Jan-22-2022



Sale Agreement # **CityFG12122**

RESIDENTIAL REAL ESTATE SALE AGREEMENT
OREF 001 | Ver. 1.1 | Page 6 of 11

243 executing and delivering any instrument, affidavit or statement as requested, and to perform any acts reasonable or necessary to carry out the provisions of
244 Oregon law.

245 **15.2 FIRPTA TAX WITHHOLDING REQUIREMENT:** Seller and Buyer are advised, during Closing, a Federal law, known as the Foreign
246 Investment in Real Property Tax Act of 1980 ("FIRPTA"), requires a buyer to withhold a portion of a seller's proceeds (up to 15% of the Purchase
247 Price) if the real property is located within the United States and the seller is a "foreign person" who does not qualify for an exemption. A "foreign
248 person" includes a nonresident alien individual, foreign corporation that has not made an election under Section 897(i) of the Internal Revenue
249 Code to be treated as a domestic corporation, foreign partnership, foreign trust, or a foreign estate, but it does not include a resident alien
250 individual.

251 If FIRPTA applies (i.e. Seller is a foreign person), even if there is an exemption, Buyer and Seller must so inform Escrow to determine the extent to
252 which Escrow can assist the parties in compliance with FIRPTA (see OREF 092 - FIRPTA Advisory). Seller's failure or refusal to comply with
253 FIRPTA requirements constitutes a material default under this Agreement.

254 If FIRPTA does not apply (i.e. Seller is not a foreign person), then Seller shall complete, sign, and deliver to Escrow a form of certification of non-
255 foreign status provided by escrow that complies with the requirements of 26 CFR § 1.1445-2 (the "Certificate") prior to Closing. If Seller fails or
256 refuses to complete, sign, and deliver the Certificate to Escrow prior to Closing, Seller understands and agrees Seller will be presumed to be a
257 foreign person in which case the terms of the above paragraph applies. Escrow is hereby instructed to act as a "Qualified Substitute" and provide
258 Buyer with a qualified substitute statement that complies with the requirements of 26 USC § 1445(b)(9) in lieu of the Certificate at Closing so
259 Seller's personal information is not disclosed to Buyer.

260 If Escrow is unable or unwilling to assist with the FIRPTA-related portion of the Closing (including, without limitation, providing the form Certificate
261 or acting as a Qualified Substitute), Buyer or Seller (as applicable) has the right, but not the obligation, to move Escrow to another Oregon licensed
262 escrow agent who is willing to assist with the FIRPTA-related portion of the Closing, in which case the parties shall share equally in the cost of any
263 cancellation fees (if applicable). If, due to moving Escrow, this transaction cannot be closed by the Closing Date, the parties agree the Closing Date
264 will be extended for a reasonable period of time, not to exceed five (5) business days, to accommodate moving the transaction to the new escrow
265 agent.

266 Seller's and Buyer's Agents are not experts in FIRPTA and will not act as a transferor or transferee agent or "Qualified Substitute" for purposes
267 of the Withholding Requirement. If FIRPTA may apply in this transaction, Seller and Buyer should promptly consult their own experts familiar
268 with FIRPTA related the law and regulations. For further information, Seller and Buyer should go to: www.irs.gov.

269 **16. "AS-IS":** Except for Seller's express written agreements and written representations contained herein, and Seller's Property
270 Disclosure, if any, Buyer is purchasing the Property "AS-IS," in its present condition and with all defects apparent or not apparent. This
271 provision shall not be construed to limit Buyer's right to implied new home warranties, if any, that may otherwise exist under Oregon
272 law.

MISCELLANEOUS ITEMS

273 **17. HOMEOWNER'S ASSOCIATION / TOWNHOME / PLANNED COMMUNITY:** Is the Property a townhome, in a planned community, or have a
274 Homeowner's Association? Yes No Unknown

275 If yes, **OREF 024 Homeowner's Association / Townhome / Planned Community Addendum** will be attached to this Sale Agreement.

276 **18. ALARM SYSTEM:** NONE OWNED LEASED UNKNOWN. If leased, Buyer will will not assume the lease at Closing.

277 **19. SMOKE/CARBON MONOXIDE DETECTORS:** Within 5 business days (fifteen [15] if not filled in) after the date Buyer and Seller have
278 signed and accepted this Agreement, **the dwelling will have one or more operating smoke alarms, smoke detectors, and carbon monoxide**
279 **detectors installed as required by law. Refer to ORS 479.260 for smoke detectors and ORS 476.725 for carbon monoxide alarms.**

280 **20. SMART HOME FEATURES:** Does the property contain any "Smart Home" features?
281 Yes No Unknown. If Yes, Seller to identify all Smart Home features in writing within three business days of the date this Agreement is signed and
282 accepted. In addition, Seller to provide necessary information for Buyer to access said Smart Home features at Closing, unless otherwise agreed in writing.
283 "Smart home features" refers to appliances, lighting and/or electronic devices that can be controlled remotely by the owner, often via a mobile app. Smart
284 home enabled devices can also operate in conjunction with other devices in the home and communicate information to other smart devices.

285 **21. WOODSTOVE/WOOD BURNING FIREPLACE INSERT:** Does the Property contain a woodstove or wood burning fireplace insert?
286 Yes No
287 If yes, is the woodstove/wood burning fireplace insert certified? Yes No Unknown. If "No" or "Unknown," Seller to provide Buyer with
288 **OREF 046 Woodstove/Wood Burning Fireplace Insert Addendum.**

289 **22. HOME WARRANTIES:** Home warranty plans may be available to help cover homeowner costs to repair/replace certain home systems and
290 appliances. (See specific plan for details.) Will a plan be purchased for Buyer as a part of this transaction? Yes No
291 If yes, identify plan and cost: _____ \$ _____ To be paid at Closing by: Buyer Seller

Buyer Initials PD Date 01-21-2022 6:50 PM PST

Seller Initials EW / SW Date Jan-22-2022 | 5:47



Sale Agreement # **CityFG12122**

RESIDENTIAL REAL ESTATE SALE AGREEMENT
OREF 001 | Ver. 1.1 | Page 7 of 11

292 **23. ADDITIONAL PROVISIONS: Subject to Final approval of Forest Grove City Council no later than January 25, 2022**
293 _____
294 _____
295 _____ For additional provisions, see Addendum _____

CLOSING/ESCROW

296 **24. ESCROW:** This transaction shall be Closed at First American Title Sy Hendrickson ("Escrow"), a neutral escrow
297 company licensed and located in the State of Oregon. Costs of Escrow shall be shared equally between Buyer and Seller, unless otherwise specifically
298 prohibited by the U.S. Department of Veterans Affairs (Federal VA). Unless otherwise provided herein, the parties agree as follows: Seller authorizes
299 Seller's Agent's Firm to order a preliminary title report and owner's title policy at Seller's expense and further authorizes Escrow to pay out of the
300 cash proceeds of sale the expense of furnishing such policy, Seller's recording fees, Seller's Closing costs, and any liens and encumbrances on the
301 Property payable by Seller on or before Closing. Buyer shall deposit with Escrow sufficient funds necessary to pay Buyer's recording fees, Buyer's
302 Closing costs, and Lender's fees, if any. Real estate fees, commissions or other compensation for professional real estate services provided by
303 Buyer's or Seller's Agents' Firms shall be paid at Closing in accordance with the listing agreement, buyer representation agreement or other written
304 agreement for compensation.

305 **25. PRORATIONS:** Prorates for rents, current year's taxes, interest on assumed obligations, and other prepaid expenses attributable to the
306 Property shall be as of: (check one) the Closing Date; date Buyer is entitled to possession.

307 **26. EARNEST MONEY DEPOSIT(S) AND BUYER INSTRUCTIONS:** When this Sale Agreement is signed and accepted by Buyer and Seller, the following
308 instructions shall apply to the handling of Buyer's earnest money deposit in the sum of \$ 10,000.00 ("the Deposit").

309 The Deposit shall be payable and deposited within 3 (three [3] if not filled in) business days (the "Deposit Deadline") as follows (check all that apply):

- 310 Directly with Escrow;
- 311 Directly into Buyer's Agent's Firm's client trust account and remain there until disbursement at Closing; and/or
- 312 Directly into Buyer's Agent's Firm's client trust account and thereafter deposit with Escrow/Title Company prior to Closing;
- 313 As follows: _____

314 Upon deposit of earnest money in accordance with this Agreement, Buyer shall take no steps to withdraw or authorize withdrawal of said funds, except in
315 accordance with the terms and conditions of this Agreement. In the event Buyer attempts or succeeds in any such withdrawal of the earnest money deposit,
316 it shall be considered a breach of this Agreement and will result in a forfeit of the earnest money deposit and termination, at the option of the Seller, of the
317 Buyer's right to purchase.

318 Caution: The Deposit, payable by whatever method selected by Buyer above, shall be placed with Escrow or Buyer's Agent's Firm's Client Trust account no
319 later than 5:00 pm on the last day of the Deposit Deadline. The failure to do so may result in a breach of the Sale Agreement under Sections 27.2 and 27.3
320 (Earnest Money refund to Buyer/Earnest Money payment to Seller), below.

321 If an additional Deposit ("Additional Deposit") is to be paid, it shall be handled in accordance with the above-selected instructions, or
322 (Describe): none

323 *Once the Deposit, and Additional Deposit, if any, is/are placed with Escrow, Seller's and Buyer's Agents and Firms shall have no further responsibility to Buyer
324 or Seller regarding said funds.*

325 **27.1 EARNEST MONEY DEPOSIT INSTRUCTIONS TO ESCROW:** Escrow is hereby instructed by Buyer and Seller as follows: (1) Upon your receipt of a
326 copy of this Agreement marked "rejected" by Seller, or upon Seller's Agent Firm's written advice that the offer is "rejected" by Seller, you are to refund all
327 earnest money to Buyer; (2) Upon your receipt of a copy of this Agreement signed by Buyer and Seller, establish an escrow account and proceed with Closing
328 in accordance with the terms of this Agreement. If you determine the transaction cannot be Closed for any reason (whether or not there is a dispute
329 between Buyer and Seller), you are to hold all earnest money deposits until you receive written instructions from Buyer and Seller, or a final ruling from a court
330 or arbitrator, as to the disposition of such deposits.

331 **27.2 EARNEST MONEY REFUND TO BUYER:** If (1) Seller does not approve this Agreement; or (2) Seller signs and accepts this Agreement but
332 fails to furnish marketable title; or (3) Seller fails to complete this transaction in accordance with the material terms of this Agreement; or (4) any
333 condition which Buyer has made an express contingency in this Agreement (and has not been otherwise waived) fails through no fault of Buyer,
334 then all earnest money deposits shall be promptly refunded to Buyer. However, acceptance by Buyer of the refund shall not constitute a waiver of
335 other legal remedies available to Buyer.

336 **27.3 EARNEST MONEY PAYMENT TO SELLER:** If Seller signs and accepts this Agreement and title is marketable; and (1) Buyer has materially
337 misrepresented Buyer's financial status; or (2) Buyer's bank does not pay, when presented, any check given as earnest money or fails to timely

Buyer Initials PD Date 01-21-2022 6:50 PM PST

Seller Initials KW SW Date Jan-22-2022 5:47



Sale Agreement # **CityFG12122**

RESIDENTIAL REAL ESTATE SALE AGREEMENT
OREF 001 | Ver. 1.1 | Page 8 of 11

338 make a wire transfer for Buyer's earnest money; or (3) Buyer fails to complete this transaction in accordance with the material terms of this
339 Agreement, then Seller, at Seller's option, may terminate this Agreement and all earnest money paid or agreed to be paid shall be paid to Seller as
340 liquidated damages. The parties expressly agree Seller's economic and non-economic damages arising from Buyer's failure to close this transaction in
341 accordance with the terms of this Agreement would be difficult or impossible to ascertain with any certainty, and said earnest money deposit(s) identified
342 herein shall represent a binding liquidated sum, and it is a fair, reasonable and appropriate pre-estimate of Seller's damages, and is not a penalty. **It is the**
343 **intention of the parties, the Seller's sole remedy against Buyer for Buyer's failure to close this transaction in accordance with the**
344 **material terms of this Agreement shall be limited to the amount of earnest money paid or agreed to be paid herein. Seller's right to**
345 **recover from Buyer any unpaid earnest money agreed to be paid herein shall be in accordance with the provisions of the Dispute**
346 **Resolution Sections below.**

347 **28.1 CLOSING:** Closing shall occur on a date mutually agreed upon between Buyer and Seller, but in no event later than 02/07/2022 ("the Closing
348 Deadline"). The terms "Closed", "Closing" or "Closing Date" shall mean when the deed or contract is recorded, and funds are available to Seller. Buyer and
349 Seller acknowledge for Closing to occur by the Closing Deadline, it may be necessary to execute documents and deposit funds in Escrow prior to that date.
350 Caveat: Section 7 requires three (3) days prior to the Closing Deadline if Escrow is to prepare a note and a deed of trust or mortgage.

351 **28.2 THE CLOSING DISCLOSURE:** Pursuant to the federal TILA-RESPA Integrated Disclosure Rules ("TRID"), Buyer and Seller will each receive a
352 federally required document called a "Closing Disclosure", which, among other things, summarizes each party's closing costs. TRID requires the Closing
353 Disclosure must be received by a residential loan borrower at least three (3) business days prior to "consummation" of the transaction, which in most cases
354 in Oregon will be the date on which Buyer signs the loan documents. Under certain circumstances, a change to the Closing Disclosure late in the
355 transaction could result in a delay in Closing to comply with the three-business day rule. **Such a delay beyond the Closing Deadline could result in**
356 **termination of the transaction unless Seller and Buyer mutually agree to extend it.**

357 **28.3 NOTICE REGARDING TITLE INSURANCE COSTS:** The manner in which TRID requires title insurance costs to be disclosed differs from the actual
358 costs that may be charged to the parties under Oregon law. In such instances, at Closing, Escrow may issue a separate statement showing the actual costs
359 for an owner's policy of title insurance and, where applicable, the lender's policy of title insurance. **Seller and Buyer are encouraged to discuss this with**
360 **Escrow prior to Closing.**

361 **29. DEED:** Seller shall convey marketable title to the Property by statutory warranty deed (or good and sufficient personal representative's or
362 trustee's or similar legal fiduciary's deed, where applicable) free and clear of all liens of record, except property taxes that are a lien but not yet
363 payable, zoning ordinances, building and use restrictions, reservations in federal patents, easements of record that affect the Property, covenants,
364 conditions and restrictions of record, and those matters accepted by Buyer pursuant to Section 9 (Title Insurance), above. If Buyer's title will be held
365 in the name of more than one person, see Section 40 (Offer to Purchase), below regarding forms of co-ownership.

366 **30. POSSESSION:** Seller shall remove all personal property (including trash and debris) that is not a part of this transaction, and deliver
367 possession of the Property to Buyer (*select one*):

- 368 (1) by 5:00 p.m. on Closing;
- 369 (2) by _____ a.m. p.m. _____ days after Closing;
- 370 (3) by _____ a.m. p.m. on the (*insert date*) _____.

371 If a tenant(s) is currently in possession of the Property, will Buyer accept the tenant(s) at closing? (*check one*):
372 No. Seller shall have full responsibility for removal of tenant(s) prior to closing and, if applicable, tenant relocation costs.
373 Yes. If Yes, unless otherwise provided herein, all rents shall be prorated as of the closing date and tenant security deposits and any
374 other deposits held on behalf of the tenant(s) by Seller shall be transferred in full to Buyer at closing. All funds shall be handled through
375 escrow. Buyer and Seller are encouraged to attach the OREF 070 Investment Property Addendum to address additional items related to
376 the buyer accepting the tenant(s) at closing.

377 **31. SELLER POSSESSION BEFORE/AFTER CLOSING:** In the event Buyer and Seller agree, Seller will deliver possession before or after
378 Closing, **OREF 053 (Agreement to Occupy Before Closing)** or **OREF 054 (Agreement to Occupy After Closing)** will be attached to this Sale
379 Agreement.

DEFINITIONS/INSTRUCTIONS

380 **32. DEFINITIONS/INSTRUCTIONS:**
381 (1) All references in this Sale Agreement to "Agent" and "Firm" shall refer to Buyer's and Seller's real estate agents licensed in the State of Oregon
382 and the respective real estate companies with which they are affiliated.
383 (2) Time is of the essence of this Agreement.

Buyer Initials PD Date 01-21-2022 6:50 PM PST

Seller Initials [Signature] [Signature] Date Jan-22-2022 | 5:47 PM



Sale Agreement # **CityFG12122**

RESIDENTIAL REAL ESTATE SALE AGREEMENT
OREF 001 | Ver. 1.1 | Page 10 of 11

433 **35. IRC 1031 EXCHANGE:** In the event Buyer or Seller elects to complete an IRC 1031 exchange in this transaction, the other party agrees to
434 cooperate with them and the accommodator, if any, in a manner necessary to complete the exchange, so long as it will not delay the Close of
435 escrow or cause additional expense or liability to the cooperating party. Unless otherwise provided herein, this provision shall not become a
436 contingency to the Closing of this transaction.

437 **36.1 LEVY OF ADDITIONAL PROPERTY TAXES:** The Property: (check one) is is not specially assessed for property taxes (e.g., farm,
438 forest or other) in a way resulting in the levy of additional taxes in the future. If it is specially assessed, Seller represents the Property is current as
439 to income or other conditions required to preserve its deferred tax status. If, as a result of Buyer's actions or the Closing of this transaction, the
440 Property either is disqualified from special use assessment or loses its deferred property tax status, unless otherwise specifically provided in this
441 Agreement, Buyer shall be responsible for and shall pay when due, any deferred and/or additional taxes and interest that may be levied against the
442 Property and shall hold Seller completely harmless therefrom. However, if as a result of Seller's actions prior to Closing, the Property either is
443 disqualified from its entitlement to special use assessment or loses its deferred property tax status, Buyer may, at Buyer's sole option, promptly
444 terminate this transaction and receive a refund of all deposits paid by Buyer in anticipation of Closing; or Close this transaction and hold Seller
445 responsible to pay into Escrow all deferred and/or additional taxes and interest levied or recaptured against the Property and hold Buyer completely
446 harmless therefrom. The preceding shall not be construed to limit Buyer's or Seller's available remedies or damages arising from a breach of this
447 Section 36.1. (Levy of Additional Property Taxes).

448 **36.2 HISTORIC PROPERTY DESIGNATION:** If the Property is or may be subject to a Historic Property local ordinance or is subject to or may
449 qualify for the Historic Property Special Property Tax Assessment under ORS 358.475 to 358.565, Seller shall provide **OREF-045A Historic**
450 **Property Addendum.**

DISPUTE RESOLUTION

451 **37. FILING OF CLAIMS:** All claims, controversies and disputes between Seller, Buyer, Agents, and/or Firms, relating to the enforcement or
452 interpretation of this Sale Agreement (including those for rescission), as well as those relating to the validity or scope of the Sale Agreement, and all
453 matters concerning the jurisdiction of the arbitrator(s) and/or Arbitration Service of Portland, to hear and decide questions of arbitrability
454 (hereinafter collectively referred to as "Claims"), shall be exclusively resolved in accordance with the procedures set forth herein, which shall
455 survive Closing or earlier termination of this transaction. All Claims shall be governed exclusively by Oregon law, and venue shall be placed in the county
456 where the real property is situated. Filing a Claim for arbitration shall be treated the same as filing in court for purposes of meeting any applicable
457 statutes of limitation or statute of ultimate repose, and for purposes of filing a *lis pendens*. BY CONSENTING TO THE PROVISIONS HEREIN,
458 BUYER AND SELLER ACKNOWLEDGE THEY ARE GIVING UP THE CONSTITUTIONAL RIGHT TO HAVE CLAIMS TRIED BY A JUDGE
459 OR JURY IN STATE OR FEDERAL COURT, INCLUDING ALL ISSUES RELATING TO THE ARBITRABILITY OF SAID CLAIMS.

460 **38. EXCLUSIONS:** The following shall not constitute Claims: (1) Any proceeding to enforce or interpret a mortgage, trust deed, land sale contract
461 or recorded construction lien; (2) A forcible entry and detainer action (eviction); (3) If the matter is exclusively between REALTORS® and is
462 otherwise required to be resolved under the Professional Standards Ethics and Arbitration provisions of the National Association of REALTORS®;
463 (4) If the matter relates to a commission or fee with an Agent or Firm, and the written listing, service or fee agreement with Buyer or Seller contains
464 a mandatory mediation and/or arbitration provision; and (5) Filing in court for the issuance of provisional process described under the Oregon Rules
465 of Civil Procedure, provided, however, such filing shall not constitute a waiver of the right or duty to utilize the dispute resolution procedures
466 described herein for the adjudication of any Claims.

467 **39.1. SMALL CLAIMS BETWEEN BUYER AND SELLER:** All Claims between Buyer and Seller, within the jurisdiction of the Small Claims
468 Court of the county in which the property is located, shall be brought and decided there, in lieu of mediation, arbitration or litigation in any other forum.
469 Notwithstanding ORS 46.455(3), neither Buyer nor Seller shall have a right to request a jury trial and so remove the matter from the Small Claims
470 Department of the Circuit Court. A judgment in Small Claims Court is final and binding and there is no right of appeal.

471 **39.2. MEDIATION AND ARBITRATION BETWEEN BUYER AND SELLER:** If Buyer's and/or Seller's Agent is a member of the National
472 Association of REALTORS®, all Claims shall be submitted to mediation as offered by the local REALTOR® Association, if available. If mediation is
473 not available through the Agent's REALTOR® organization, then all Claims shall be submitted to mediation through the program administered by
474 Arbitration Service of Portland ("ASP"). All Claims that have not been resolved by mediation as described herein shall be submitted to final and
475 binding arbitration in accordance with the then-existing rules of ASP. The prevailing party in any arbitration between Buyer and Seller shall be
476 entitled to recovery of all reasonable attorney fees, filing fees, costs, disbursements, and mediator and arbitrator fees. Provided, however, a
477 prevailing party shall not be entitled to any award of attorney fees unless it is first established to the satisfaction of the arbitrator(s) (or judge, if
478 applicable) the prevailing party offered or agreed in writing to participate in mediation prior to, or promptly upon, the filing for arbitration.

479 **39.3 MEDIATION AND ARBITRATION INVOLVING AGENTS/FIRMS:** All Claims that include Agents or their Firms shall be resolved in
480 accordance with the mediation and arbitration process described in Section 39.2 (Mediation and Arbitration Between Buyer and Seller), above, and
481 if applicable, the prevailing party shall be entitled to an award of attorney fees, filing fees, costs, disbursements, and mediator and arbitrator fees,
482 as provided therein.

Buyer Initials PD Date 01-21-2022 6:50 PM PST

Seller Initials LSW SW Date Jan-22-2022 5:47 PM



Sale Agreement # **CityFG12122**

RESIDENTIAL REAL ESTATE SALE AGREEMENT
OREF 001 | Ver. 1.1 | Page 11 of 11

SIGNATURE INSTRUCTIONS

483 **40. OFFER TO PURCHASE:** Buyer offers to purchase the Property upon the terms and conditions set forth in this Agreement. Buyer
484 acknowledges receipt of a completely filled in copy of this Agreement which Buyer has fully read and understands. Buyer acknowledges,
485 Buyer has not relied upon any oral or written statements made by Seller or any Agents that are not expressly contained in this
486 Agreement. Neither Seller nor any Agent(s) warrant the square footage of any structure or the size of any land being purchased. If square
487 footage or land size is a material consideration, all structures and land should be measured by Buyer prior to signing or should be made
488 an express contingency in this Agreement.

489 Deed or contract shall be prepared in the name of City of Forest Grove

490 **Co-Ownership Note:** Buyer should secure advice from an expert or attorney regarding different forms of co-ownership and rights of survivorship.
491 Agents are not qualified to provide advice on these issues. Once the form of co-ownership is determined, Buyer should promptly notify Escrow.

492 This offer shall automatically expire on (insert date) January 23, 2022 at 5 a.m. p.m., (the "Offer Deadline"), if not accepted by
493 that time, Buyer may withdraw this offer before the Offer Deadline any time prior to Seller's transmission of signed acceptance. This offer may be
494 accepted by Seller only in writing.

495 Buyer Paul Dorney Date 01-21-2022 6:50 PM PST a.m. p.m. ←
City of Forest Grove

496 Buyer _____ Date _____ a.m. p.m. ←

497 This offer was signed/transmitted to Seller for signature on (insert date) Jan-22-2022 | 5:19 PM PST, at _____ a.m. p.m.

498 By Mike Wiltshire (Agent(s) presenting offer).

499 **41. AGREEMENT TO SELL / ACKNOWLEDGEMENTS / DISPOSITION OF EARNEST MONEY:** Seller accepts Buyer's offer. Seller
500 acknowledges receipt of a completely filled-in copy of this Agreement, which Seller has fully read and understands. Seller
501 acknowledges, Seller has not relied upon any oral or written statements of Buyer or of any Agent(s) that are not expressly contained in
502 this Agreement.

503 Seller Kathly Wiltshire MEMBER Date Jan-22-2022 | 5:47 PM PST a.m. p.m. ←
3705 LLC DocuSigned by: 54E7D3D039134B8...

504 Seller Steve Wiltshire MEMBER Date _____ a.m. p.m. ←
54E7D3D039134B8...

505 **Note:** If delivery/transmission occurs after the Offer Deadline identified at Section 40 (Offer to Purchase) above, it will not
506 become binding upon Seller and Buyer unless the parties agree to extend said Deadline by an Addendum, Counter offer, or other
507 writing, jointly signed by the parties. The parties' failure to do so shall be treated as a rejection under Section 42 (Seller's
508 Rejection), below, and this transaction shall be automatically terminated.

509 **42. SELLER'S REJECTION/COUNTER OFFER (select only one):**

- 510 Seller does not accept the above offer, but makes the attached counter offer.
- 511 Seller rejects Buyer's offer.

512 Seller 3705 LLC Date _____ a.m. p.m. ←

513 Seller _____ Date _____ a.m. p.m. ←

514 **NO CHANGES OR ALTERATIONS ARE PERMITTED TO ANY PORTION OF THE PRE-PRINTED FORMAT OR TEXT OF THIS FORM. ANY**
515 **SUCH PROPOSED CHANGES OR ALTERATIONS SHOULD BE MADE ON A SEPARATE DOCUMENT. CHANGES BY BUYER'S OR**
516 **SELLER'S AGENT TO THE TERMS OR PROVISIONS ABOVE BUYER'S SIGNATURE SHOULD ALSO BE ON A SEPARATE DOCUMENT.**

Buyer Initials PD Date 01-21-2022 6:50 PM PST

Seller Initials KW / SW Date Jan-22-2022 | 5:47

Certificate Of Completion

Envelope Id: CBA5E737B30C4841B823F7310CAE8D81	Status: Completed
Subject: Please DocuSign: Signed offer 3705 19th Ave., Forest Grove.pdf	
Source Envelope:	
Document Pages: 10	Signatures: 5
Certificate Pages: 5	Initials: 20
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Mike Wiltshire
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	9600 SW Barnes Rd. Suite 100
	Portland, OR 97225
	mike@mikewiltshire.com
	IP Address: 50.38.89.169

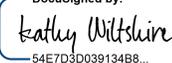
Record Tracking

Status: Original	Holder: Mike Wiltshire	Location: DocuSign
1/22/2022 5:09:37 PM	mike@mikewiltshire.com	

Signer Events

Kathy Wiltshire
 steve@amfcapital.net
 president
 Security Level: Email, Account Authentication (None)

Signature

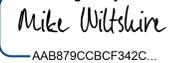
DocuSigned by:

 54E7D3D039134B8...
 Signature Adoption: Pre-selected Style
 Using IP Address: 69.54.143.190
 Signed using mobile

Timestamp

Sent: 1/22/2022 5:18:18 PM
 Viewed: 1/22/2022 5:45:54 PM
 Signed: 1/22/2022 5:47:27 PM

Electronic Record and Signature Disclosure:
 Accepted: 2/26/2020 4:06:27 PM
 ID: 8994ef90-1484-4098-906f-6a8331030dc6

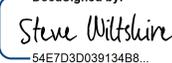
Mike Wiltshire
 mike@mikewiltshire.com
 Mike Wiltshire
 Berkshire Hathaway HomeServices Northwest Real Estate
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 AAB879CCBCF342C...
 Signature Adoption: Pre-selected Style
 Using IP Address: 50.38.89.169

Sent: 1/22/2022 5:18:19 PM
 Viewed: 1/22/2022 5:19:01 PM
 Signed: 1/22/2022 5:19:14 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Steve Wiltshire
 steve@amfcapital.net
 president
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 54E7D3D039134B8...
 Signature Adoption: Pre-selected Style
 Using IP Address: 69.54.143.190
 Signed using mobile

Sent: 1/22/2022 5:18:18 PM
 Viewed: 1/22/2022 5:35:53 PM
 Signed: 1/22/2022 5:45:32 PM

Electronic Record and Signature Disclosure:
 Accepted: 2/26/2020 4:06:27 PM
 ID: 8994ef90-1484-4098-906f-6a8331030dc6

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
---------------------------	---------------	------------------

Witness Events	Signature	Timestamp
-----------------------	------------------	------------------

Notary Events	Signature	Timestamp
----------------------	------------------	------------------

Envelope Summary Events	Status	Timestamps
--------------------------------	---------------	-------------------

Envelope Sent	Hashed/Encrypted	1/22/2022 5:18:19 PM
Certified Delivered	Security Checked	1/22/2022 5:35:53 PM
Signing Complete	Security Checked	1/22/2022 5:45:32 PM
Completed	Security Checked	1/22/2022 5:47:27 PM

Payment Events	Status	Timestamps
-----------------------	---------------	-------------------

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, BHHS Northwest Real Estate (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree"™ button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent"™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact BHHS Northwest Real Estate:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: Marketing@bhhsnw.com

To advise BHHS Northwest Real Estate of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at Marketing@bhhsnw.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from BHHS Northwest Real Estate

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to Marketing@bhhsnw.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with BHHS Northwest Real Estate

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to Marketing@bhhsnw.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree"™ button below.

By checking the "I agree"™ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify BHHS Northwest Real Estate as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by BHHS Northwest Real Estate during the course of my relationship with you.



A place where families and businesses thrive.

CITY COUNCIL STAFF REPORT

<i>CITY RECORDER USE ONLY:</i>	
AGENDA ITEM #:	<u>D. 3. ADDITION</u>
MEETING DATE:	<u>01/24/2022</u>
FINAL ACTION:	<u>RESO 2022-07</u>

TO: *City Council*

FROM: *Jesse VanderZanden, City Manager*

MEETING DATE: *January 24, 2021*

PROJECT TEAM: *Paul Downey, Assistant City Manager/Finance Director
Anne Lane, Parks and Recreation Director*

SUBJECT TITLE: *Property Purchases – 3705 19th Avenue*

ACTION REQUESTED:

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	Ordinance		Order	X	Resolution		Motion	Informational

X all that apply

ISSUE STATEMENT: The City made an offer to purchase an approximate 0.48 acre property located at 3705 19th Avenue for a City park. The owner has accepted the City’s offer. The City Council needs to formally approve the purchase of the property. The attached resolution authorizes the City to purchase the property located at 3705 19th Avenue and authorizes the City Manager or Assistant City Manager/Finance Director to complete the purchase.

BACKGROUND: 2021 City Council Objective 7.1 is to Complete Feasibility Analysis for Preferred Alternative for Eastside Park. Finding a location for a park on the eastside has been challenging. The Parks and Recreation Director has been leading the process for this objective and the City was doing conceptual designs on two possible locations for an eastside park: 1) Fernhill Elementary School; and 2) a City-owned half-acre lot on the corner of Highway 47 and 19th Street. Last week, another possible location became available at 3705 19th Avenue. This property meets all the requirements for a neighborhood park and better addresses the needs for a neighborhood park on the eastside of the City than the other two locations being considered. The City Council gave staff direction in an executive session to pursue purchasing the site subject to final City Council authorization of the purchase, if successful, at a regular City Council meeting.

After talking to our real estate agent and seeing the high interest in the property, staff offered \$500,000 for the property which was the upper end of the price range staff could offer. That offer turned out not to be too high. The seller accepted the City’s offer even though it was not the highest offer. There was an offer for \$40,000 more that also waived all contingencies. The City’s real estate agent said what sold the seller on our offer is that the seller really liked the fact that the City is putting a park there instead of seeing the property redeveloped as housing. The seller also liked that the City will work with local non-profit(s) to salvage materials in and on the house that can be re-used.

If the purchase is approved, the conceptual design work on the other two locations will stop and design will commence on this location.

FISCAL IMPACT: The property will be purchased with Parks System Development Charges (SDC) which is a development fee assessed on property when a building permit is issued. Parks SDC can only be used to increase capacity in the Parks system. There are sufficient funds in the Parks SDC to for the other two current projects and this proposed park. There is currently approximately \$4.9 million in the Parks SDC Fund. After all three projects are completed, there will be approximately \$3.4 million in the Parks SDC Fund. Budget authority exists in the Parks SDC Fund to make this purchase.

STAFF RECOMMENDATION: Staff recommends the Council approve the attached resolution.

ATTACHMENT(s):
Resolution