

RESOLUTION NO. 2839

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING ACQUISITION OF REAL PROPERTY FROM MERIDIAN UNITED CHURCH OF CHRIST.

WHEREAS, under and by virtue of the laws of the State of Oregon, the City of Wilsonville is duly authorized and empowered to acquire such real property as may be deemed necessary or beneficial for the public good; and

WHEREAS, a parcel of property located at 6750 SW Boeckman Road, Wilsonville, Oregon (“Property”) has been offered for sale by its owner, Meridian United Church of Christ (“Owner”); and

WHEREAS, the City desires to acquire this Property for City use; and

WHEREAS, staff obtained a professional appraisal of the Property in order to determine its fair market value; and

WHEREAS, based on the price range arrived at in the appraisal report, the City wishes to offer the Owner NINE HUNDRED THOUSAND DOLLARS (\$900,000), subject to completion of due diligence by the City and subject to certain other contract terms and conditions of purchase, all to be set forth in detail in a Purchase and Sale Agreement; and

WHEREAS, this acquisition is not included in the City’s 2020-21 adopted budget, and a supplemental budget adjustment will therefore be needed; and

WHEREAS, the City’s Finance Director has identified funds available for the purchase of the Property, subject to the above-described supplemental budget adjustment being made.


NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. Acquisition of the Property described above is a desirable acquisition for the City that could support many public purposes.
2. The Property is currently offered for sale by the Owner.
3. The City Attorney, or her designee, is authorized to negotiate a Purchase and Sale Agreement with the Owner, in a form substantially as attached hereto as **Exhibit A**, for a purchase price of Nine Hundred Thousand Dollars (\$900,000).

4. Upon completion of Due Diligence and agreement on all terms of the Purchase and Sale Agreement, the final Purchase and Sale Agreement will be brought back to the City Council for final review of Due Diligence and final approval of the Purchase and Sale Agreement.

5. This Resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a special meeting thereof this 3rd day of August 2020, and filed with the Wilsonville City Recorder this date.

DocuSigned by:

C2B6698B3949461...

Tim Knapp, Mayor

ATTEST:

DocuSigned by:

E781DE102768408...

Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp	Yes
Council President Akervall	Yes
Councilor Lehan	Yes
Councilor West	No
Councilor Linville	Yes

Exhibits:

A. Draft Purchase and Sale Agreement

**DRAFT
PURCHASE AND SALE AGREEMENT**

Seller: Meridian United Church of Christ
6750 SW Boeckman Road
Wilsonville OR 97070

Buyer: City of Wilsonville, Oregon
29799 SW Town Center Loop East
Wilsonville OR 97070

Dated: August ____, 2020

1. **Purchase and Sale.** Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the improved real property located at 6750 SW Boeckman Road, Wilsonville, Oregon, consisting of a church facility and approximately 2.34 acres of land, legally described on **Exhibit A**, attached hereto and incorporated by reference herein (the "Property").

2. **Purchase Price.** The Purchase Price for the Property will be _____ (_____) (the "Purchase Price"). The purchase price includes all personal property and fixtures located within the chapel and the main church, including artwork and organs.

3. **Due Diligence Contingencies.** Buyer shall have the right to enter the Property, upon reasonable notice to Seller, to conduct the following "Due Diligence" during a "Due Diligence Period" of up to 120 days to complete the following:

(a) Buyer shall be entitled to conduct a Phase 1 environmental assessment of the Property, plus a professional environmental survey of all buildings to determine if they contain any Hazardous Substances such as asbestos, lead paint, or PCBs and, if recommended by the Phase 1, a Phase 2 follow-up study. If a Phase 2 is recommended, a Phase 2 study will be conducted. Seller will be entitled to a copy of all the environmental reports generated. The foregoing, collectively referred to as "Environmental Due Diligence," may include soil boring and paint and materials samples taken from the building, with any disturbance caused thereby to be repaired.

(b) Buyer shall be entitled to, but not obligated to, survey the Property within the Due Diligence period. If a survey is conducted, a copy of the survey will be provided to Seller.

(c) Buyer shall be entitled to retain a structural engineer or building official to inspect the building for structural stability, earthquake stability, and other related building systems functionality.

(c) Seller shall complete the statutory Seller's Property Disclosure Statement, attached hereto as **Exhibit B** and incorporated by reference herein, and provide it to Buyer within five (5) business days of the date hereof so that it may be utilized by the various inspectors performing their inspections.

Buyer may terminate this Agreement at any time if Buyer, in Buyer's sole discretion, is not satisfied with the results of the Due Diligence. The Due Diligence Period may be extended by mutual agreement of Buyer and Seller. If Seller does not wish to extend and Buyer feels a need for more time, Buyer may terminate this Agreement without liability. Buyer may also terminate this Agreement without liability if, for any reason, Buyer is not satisfied with the Due Diligence results.

4. **Title and Earnest Money.** The Property must be transferred to Buyer free and clear of all encumbrances, except for only the following exceptions, as shown on the Preliminary Title Report, prepared by Fidelity National Title Company of Oregon, dated May 27, 2020 (Order No. 45142016774): General Exceptions 1-5 (unless the City orders and pays for extended title coverage); Special Exceptions 8, 9, and 10. All other title exceptions must be removed by Sellers prior to or at Closing. No other exceptions will be permitted to be on title at Closing. Upon execution of this Agreement, the City will deposit a note for \$90,000 in escrow. Upon completion of all Due Diligence, the note will be converted to cash. The sale will then close within 30 days of completion of Due Diligence, or as soon thereafter as is reasonably possible by Buyer, Seller, and the title company handling Escrow, as described below.

5. **Temporary Right to Use the Property Post-Closing.** Buyer has agreed that Seller may continue to use the Property, after the Closing Date, as defined in **Section 7**, for religious services and office space until June 30, 2021, rent-free. During that time, Seller will keep the Property in good and clean condition and will allow no waste to occur. During this period, Buyer's staff may enter the Property to inspect, mow, and otherwise maintain the Property, as needed, and for any other purpose that does not unreasonably interfere with Seller's church services. Seller shall have no maintenance obligation with respect to the landscaping, other than keeping it free of debris and not causing any contamination or damage. Use of the Property may be extended upon written agreement of the parties but the City shall be under no obligation to extend this period. Any such extension may require the payment of reasonable rent after June 30, 2021. Unless otherwise extended, in writing, Seller shall fully vacate the Property on or before June 30, 2021, leaving it in broom clean condition and in the same condition it was in on the Closing Date.

6. **Representations and Warranties.** Seller represents and warrants to Buyer that:

(a) The Property is not in violation of any agreements, covenants, conditions, or restrictions affecting the Property.

(b) Seller has received no notice from any governmental agency having jurisdiction in the matter of any violation of any statute, law, ordinance, deed restriction, or rules or regulations with respect to the existence, construction, maintenance, or operation of the Property.

(c) Seller is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code of 1986 and, at Closing, Seller shall deliver a certification to this effect to Buyer.

(d) There are no known material hidden or latent defects that exist in or on the Property.

(e) There are currently no known underground storage tanks located on the Property. Seller has no knowledge of any underground storage tanks located on the Property that have been removed, unless otherwise set forth in Seller's Property Disclosure Statement.

(f) During Seller's ownership of the Property, there have been no releases, disposals, or burials of any Hazardous Substance on the Property and Seller knows of no prior release, disposal, or burial of any Hazardous Substance on the Property. As used herein, "Hazardous Substance" shall mean any and all substances defined or designated as hazardous, toxic, radioactive, dangerous, or regulated wastes or materials, or any other similar term in or under any applicable Environmental Laws. Hazardous Substance shall also include fuels, petroleum, and petroleum-derived products. "Environmental Laws" shall mean any and all federal, State of Oregon, and local laws, regulations, rules, permit terms, codes, and ordinances now or hereafter in effect, as the same may be amended from time to time, and applicable decision law, which govern materials, substances, regulated wastes, emissions, pollutants, animals or plants, noise, or products and/or relate to the protection of health, natural resources, safety, or the environment.

(g) There are no actions, claims, or proceedings pending or, to Seller's knowledge, threatened by any party against Seller in connection with the Property or against the Property, nor to Seller's knowledge is there any basis for any such action or proceeding.

(h) At the Closing Date, there will be no unpaid or deferred property taxes.

(i) Seller is the sole owner of the Property and has the sole legal power, right, and authority to enter into this Agreement and to consummate the transactions contemplated herein.

(j) Seller represents that there are no lease or use agreements for the Property that will not be terminated prior to Closing.

(k) Seller represents that, at Closing, there shall be no exceptions to title except as set forth in **Section 4**.

(l) The foregoing representations and warranties are true and correct as of the date of this Agreement and shall be true and correct at Closing. These representations and warranties shall survive the Closing and be fully enforceable thereafter.

7. **Closing, Escrow, Prorates.** If the Due Diligence Contingencies described in **Section** Error! Reference source not found. have been timely satisfied or waived by Buyer, the purchase and sale of the Property is expected to close on or before December 15, 2020 (referenced herein as "Closing Date" or "Closing"). The transaction shall close in escrow at Fidelity Title Company of Oregon ("Escrow Agent"). Prior to the Closing Date, each party will

deposit with the Escrow Agent the funds, documents, and instructions necessary for Closing. The cost of the escrow shall be shared equally between Buyer and Seller, per standard escrow protocol. Current real property taxes on the Property, if any, will be prorated between the parties as of the Closing Date. Seller shall pay all deferred taxes, if any. Buyer shall be entitled to possession of the Property on the Closing Date, subject to Seller's right to remain on the Property, as described in **Section 5**. Seller will provide Buyer, at Closing, with a Statutory Warranty Deed and will purchase an Owner's Policy of Title Insurance for Buyer, with Buyer named as the insured. If Buyer surveys the Property and wishes to purchase extended title insurance coverage, Seller shall only be required to pay the cost of a standard title insurance policy, and Buyer shall pay the additional premium for extended coverage. The Escrow Agent shall collect and pay all taxes owed on the Property at Closing. This Agreement will be delivered to the Escrow Agent upon execution, and a Memorandum thereof will be recorded at the time of delivery. Further escrow instructions may be provided by either party to the Escrow Agent.

8. **Broker.** Buyer and Seller each represent to the other that no broker has represented them in this transaction and no brokerage commission is due.

9. **Voluntary Sale and Purchase Price.** Seller acknowledges that this is a voluntary sale and the Purchase Price is just and full compensation for this transaction and that the Purchase Price is based upon an appraisal performed by an appraiser retained by Buyer and approved by Seller and is within the appraised value range.

10. **Default.**

(a) After Buyer waives or accepts the results of all Due Diligence within the Due Diligence Period and Seller causes no Default, should Buyer thereafter default in the performance of this Agreement and fail to Close, Seller shall be entitled to retain the Earnest Money.

(b) Should Seller default in the performance of this Agreement, including by failing to Close, Buyer shall be entitled to sue for specific performance to Close or, in lieu of Closing following a default by Seller, Buyer shall be entitled to recover any Earnest Money paid and all of Buyer's Due Diligence costs, plus interest thereon at the rate of nine percent (9%) per annum until paid in full.

11. **Post-Closing Hold-Back.** To ensure timely vacation of the Property post-closing and that the Property is in good, clean condition, with all personal property removed, a hold-back amount of \$25,000 ("Hold-Back") will be retained in escrow in an interest bearing account. The Escrow Agent, upon notice from Buyer that the Property was timely vacated and left in good, clean condition, will release the Hold-Back to Seller. If either criteria is not met, the Hold-Back will automatically be paid to Buyer by the Escrow Agent. The deposit does not constitute any limitation on Seller's liability for damage to the Property or for holdover.

12. **General and Miscellaneous Provisions.**

(a) **Prior Agreements.** This instrument is the entire, final, and complete agreement of the parties pertaining to the sale and purchase of the Property, and supersedes and replaces all written and oral agreements heretofore made or existing by and between the parties or their representatives insofar as the Property is concerned. Neither party shall be bound by any promises, representations, or agreements, except as are herein expressly set forth.

(b) **Time is of the Essence.** Time is expressly made of the essence of each provision of this Agreement.

(c) **Notices.** Any notice required or permitted under this Agreement shall be in writing and shall be given when actually delivered in person or forty-eight (48) hours after having been deposited in the United States mail as certified or registered mail, postage prepaid, addressed to the addresses set forth below the names of the parties on the first page hereof, or to such other address as one party may indicate by written notice to the other party.

(d) **Nonwaiver.** Failure by either party at any time to require performance by the other party of any of the provisions hereof shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

(e) **No Merger.** The obligations set forth in this Agreement shall not merge with the transfer or conveyance of title to the Property but shall remain in effect until fulfilled.

(f) **Amendments.** This Agreement may be amended, modified, or extended without new consideration, but only by written instrument executed by both parties.

(g) **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon. Venue for any proceeding shall be in Clackamas County, Oregon.

(h) **Attorney Fees.** In the event of a suit, action, arbitration, or other proceeding of any nature whatsoever, including, without limitation, any proceeding under the U.S. Bankruptcy Code, instituted to interpret or enforce any provision of this Agreement, or with respect to any dispute relating to this Agreement, including, without limitation, any action in which a declaration of rights is sought or an action for rescission, the prevailing party shall be entitled to recover from the losing party its reasonable attorneys, paralegals, accountants, and other experts fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge or arbitrator at trial or arbitration, as the case may be, or on any appeal or review, in addition to all other amounts provided by law. This provision shall cover costs and attorney fees related to or with respect to proceedings in Federal Bankruptcy Courts, including those related to issues unique to bankruptcy law.

(i) **Severability.** If any portion of this Agreement shall be invalid or unenforceable to any extent, the validity of the remaining provisions shall not be affected thereby.

(j) **Counting of Days.** Whenever a time period is set forth in days in this Agreement, the first day from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday, or legal holiday.

(k) **Number, Gender, and Captions.** In construing this Agreement, it is understood that, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine, and the neuter, and that, generally, all grammatical changes shall be made, assumed, and implied to individuals and/or corporations and partnerships. All captions and paragraph headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Agreement.

(l) **Recording.** Upon request of either party, the parties shall execute, in a form sufficient for recording, a Memorandum of this Agreement, which may be recorded at the expense of the party requesting the same.

(m) **Binding Effect.** The covenants, conditions, and terms of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties hereto.

(n) **Execution in Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Agreement.

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

195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

14. **Authority.** This Purchase and Sale Agreement is subject to final authorization and approval by the City Council of the City of Wilsonville. **THE UNDERSIGNED FURTHER REPRESENT AND WARRANT THAT THEY ACKNOWLEDGE AND AGREE TO EACH OF THE FOREGOING TERMS; HAVE CAREFULLY READ THE FOREGOING AGREEMENT AFTER OPPORTUNITY FOR REVIEW OF THE SAME WITH COUNSEL; KNOW OF ITS CONTENTS; AND SIGN THE SAME AS THEIR OWN FREE ACT.**

SELLER:

Meridian United Church of Christ

By: _____

Print Name: _____

As Its: _____

BUYER:

CITY OF WILSONVILLE, a municipal corporation of the State of Oregon

By: _____

Bryan Cosgrove

As Its: City Manager

APPROVED AS TO FORM:

Barbara A. Jacobson, City Attorney
City of Wilsonville, Oregon

EXHIBIT A

[PLACEHOLDER FOR LEGAL DESCRIPTION]

SELLER'S PROPERTY DISCLOSURE STATEMENT NOT A WARRANTY (ORS 105.464)

If required under ORS 105.465, a seller shall deliver in substantially the following form the seller's property disclosure statement to each buyer who makes a written offer to purchase real property in this state:

INSTRUCTIONS TO THE SELLER

Please complete the following form. Do not leave any spaces blank. Please refer to the line number(s) of the question(s) when you provide your explanation(s). If you are not claiming an exclusion or refusing to provide the form under ORS 105.475(4), you should date and sign each page of this disclosure statement and each attachment.

Each seller of residential property described in ORS 105.465 must deliver this form to each buyer who makes a written offer to purchase. Under ORS 105.475(4), refusal to provide this form gives the buyer the right to revoke their offer at any time prior to closing the transaction. Use only the section(s) of the form that apply to the transaction for which the form is used. If you are claiming an exclusion under ORS 105.470, fill out only Section 1.

An exclusion may be claimed only if the seller qualifies for the exclusion under the law. If not excluded, the seller must disclose the condition of the property or the buyer may revoke their offer to purchase any time prior to closing the transaction. Questions regarding the legal consequences of the seller's choice should be directed to a qualified attorney.

Section 1. EXCLUSION FROM ORS 105.462 TO 105.490 *(Do not fill out this section unless you are claiming an exclusion under ORS 105.470.)*

You may claim an exclusion under ORS 105.470 only if you qualify under the statute. If you are not claiming an exclusion, you must fill out Section 2 of this form completely. *Initial only the exclusion you wish to claim:*

_____ This is the first sale of a dwelling never occupied. The dwelling is constructed or installed under building or installation permit(s) # _____, issued by _____.

_____ This sale is by a financial institution that acquired the property as custodian, agent, or trustee, or by foreclosure or deed in lieu of foreclosure.

_____ The seller is a court appointed receiver, personal representative, trustee, conservator, or guardian.

_____ This sale or transfer is by a governmental agency.

Signature(s) of Seller claiming exclusion

Print Name: _____

Date: _____

Signature(s) of Seller claiming exclusion

Print Name: _____

Date: _____

Buyer(s) to acknowledge Seller's claim

Print Name: _____

Date: _____

Buyer(s) to acknowledge Seller's claim

Print Name: _____

Date: _____

Section 2. SELLER’S PROPERTY DISCLOSURE STATEMENT (If you did not claim an exclusion in Section 1, you must fill out this section.)

NOTICE TO THE BUYER: THE FOLLOWING REPRESENTATIONS ARE MADE BY THE SELLER(S) CONCERNING THE CONDITION OF THE PROPERTY LOCATED AT: Tax lots 03S01W14A1800 and 03S01W14A1900
 (“THE PROPERTY”).

DISCLOSURES CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON THE BASIS OF SELLER’S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME OF DISCLOSURE. BUYER HAS FIVE DAYS FROM THE SELLER’S DELIVERY OF THIS SELLER’S DISCLOSURE STATEMENT TO REVOKE BUYER’S OFFER BY DELIVERING BUYER’S SEPARATE SIGNED WRITTEN STATEMENT OF REVOCATION TO THE SELLER DISAPPROVING THE SELLER’S DISCLOSURE STATEMENT, UNLESS BUYER WAIVES THIS RIGHT AT OR PRIOR TO ENTERING INTO A SALE AGREEMENT.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY, BUYER IS ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF A QUALIFIED SPECIALIST TO INSPECT THE PROPERTY ON BUYER’S BEHALF, INCLUDING, FOR EXAMPLE, ONE OR MORE OF THE FOLLOWING: ARCHITECTS, ENGINEERS, PLUMBERS, ELECTRICIANS, ROOFERS, ENVIRONMENTAL INSPECTORS, BUILDING INSPECTORS, CERTIFIED HOME INSPECTORS, OR PEST AND DRY ROT INSPECTORS.

Seller is is not occupying the property.

SELLER’S REPRESENTATIONS:

The following are representations made by the seller and are not the representations of any financial institution that may have made or may make a loan pertaining to the property, or that may have or take a security interest in the property, or any real estate licensee engaged by the seller or the buyer. **If you mark yes on items with *, attach a copy or explain on an attached sheet.*

I. TITLE

- A. Do you have legal authority to sell the property? Yes No Unknown
- *B. Is title to the property subject to any of the following:
 - (1) First right of refusal Yes No Unknown
 - (2) Option Yes No Unknown
 - (3) Lease or rental agreement Yes No Unknown
 - (4) Other listing Yes No Unknown
 - (5) Life estate Yes No Unknown
- *C. Is the property being transferred an unlawfully established unit of land? Yes No Unknown
- *D. Are there any encroachments, boundary agreements, boundary disputes, or recent boundary changes? Yes No Unknown
- *E. Are there any rights of way, easements, licenses, access limitations, or claims that may affect your interest in the property? Yes No Unknown
- *F. Are there any agreements for joint maintenance of an easement or right of way? Yes No Unknown
- *G. Are there any governmental studies, designations, zoning overlays, surveys, or notices that would affect the property? Yes No Unknown
- *H. Are there any pending or existing governmental assessments against the property? Yes No Unknown
- *I. Are there any zoning violations or nonconforming uses? Yes No Unknown
- *J. Is there a boundary survey for the property? Yes No Unknown
- *K. Are there any covenants, conditions, restrictions, or private assessments that affect the property? Yes No Unknown
- *L. Is the property subject to any special tax assessment or tax treatment that may result in levy of additional taxes if the property is sold? Yes No Unknown

II. WATER

A. Household Water:

(1) The source of the water is (check ALL that apply):

Public Community Private Other: _____

(2) Water source information:

*a. Does the water source require a water permit? Yes No Unknown

If yes, do you have a permit? Yes No

b. Is the water source located on the property? Yes No Unknown

*If not, are there any written agreements for a shared water source? Yes No Unknown N/A

*c. Is there an easement (recorded or unrecorded) for your access to or maintenance of the water source? Yes No Unknown

d. If the source of water is from a well or spring, have you had any of the following in the past 12 months? Yes No Unknown N/A

Flow test Bacteria test Chemical contents test

*e. Are there any water source plumbing problems or needed repairs? Yes No Unknown

(3) Are there any water treatment systems for the property? Yes No Unknown

Leased Owned

B. Irrigation:

(1) Are there any water rights or other irrigation rights for the property? Yes No Unknown

*(2) If any exist, has the irrigation water been used during the last five-year period? Yes No Unknown N/A

*(3) Is there a water rights certificate or other written evidence available? Yes No Unknown N/A

C. Outdoor Sprinkler System:

(1) Is there an outdoor sprinkler system for the property? Yes No Unknown

(2) Has a back flow valve been installed? Yes No Unknown N/A

(3) Is the outdoor sprinkler system operable? Yes No Unknown N/A

III. SEWAGE SYSTEM

A. Is the property connected to a public or community sewage system? Yes No Unknown

B. Are there any new public or community sewage systems proposed for the property? Yes No Unknown

C. Is the property connected to an on-site septic system? Yes No Unknown

(1) If yes, when was the system installed? _____ Unknown N/A

*(2) If yes, was the system installed by a permit? Yes No Unknown N/A

*(3) Has the system been repaired or altered? Yes No Unknown

*(4) Has the condition of the system been evaluated and a report issued? Yes No Unknown

(5) Has the septic tank ever been pumped? Yes No Unknown

If yes, when? _____ N/A

(6) Does the system have a pump? Yes No Unknown

(7) Does the system have a treatment unit such as a sand filter or an aerobic unit? Yes No Unknown

*(8) Is a service contract for routine maintenance required for the system? Yes No Unknown

(9) Are all components of the system located on the property? Yes No Unknown

*D. Are there any sewage system problems or needed repairs? Yes No Unknown

E. Does your sewage system require on-site pumping to another level? Yes No Unknown

IV. COMMON INTEREST

A. Is there a Home Owners' Association or other governing entity? Yes No Unknown

Name of Association or Other Governing Entity: _____

Address: _____

Contact Person: _____ Phone Number: _____

B. Regular periodic assessments: \$ _____
per Month Year Other: _____

- *C. Are there any pending or proposed special assessments? Yes No Unknown
- D. Are there shared "common areas" or joint maintenance agreements for facilities like walls, fences, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others? Yes No Unknown
- E. Is the Home Owners' Association or other governing entity a party to pending litigation or subject to an unsatisfied judgment? Yes No Unknown N/A
- F. Is the property in violation of recorded covenants, conditions, and restrictions or in violation of other bylaws or governing rules, whether recorded or not? Yes No Unknown N/A

V. GENERAL

- A. Are there problems with settling, soil, standing water, or drainage on the property or in the immediate area? Yes No Unknown
- B. Does the property contain fill? Yes No Unknown
- C. Is there any material damage to the property or any of the structure(s) from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides? Yes No Unknown
- D. Is the property in a designated floodplain? Yes No Unknown
- E. Is the property in a designated slide or other geologic hazard zone? Yes No Unknown
- *F. Has any portion of the property been tested or treated for asbestos, formaldehyde, radon gas, lead-based paint, mold, fuel, or chemical storage tanks or contaminated soil or water? Yes No Unknown
- G. Are there any tanks or underground storage tanks (e.g., septic, chemical, fuel, etc.) on the property? Yes No Unknown
- H. Has the property ever been used as an illegal drug manufacturing or distribution site?
*If yes, was a Certificate of Fitness issued? Yes No Unknown
- *I. Has the property been classified as forestland-urban interface? Yes No Unknown

VI. FULL DISCLOSURE BY SELLERS

*A. Are there any other material defects affecting this property or its value that a prospective buyer should now about?
 Yes No

*If yes, describe the defect on attached sheet and explain the frequency and extent of the problem and any insurance claims, repairs, or remediation.

B. Verification: The foregoing answers and attached explanations (if any) are complete and correct to the best of my/our knowledge and I/we have received a copy of this disclosure statement. I/we authorize my/our agents to deliver a copy of this disclosure statement to all prospective buyers of the property or their agents.

SELLER: MERIDIAN UNITED CHURCH OF CHRIST
an Oregon non-profit corporation

By: _____

Print Name: _____

As Its: _____

Date: _____

BUYER’S ACKNOWLEDGEMENT

- A. As buyer(s), I/we acknowledge the duty to pay diligent attention to any material defects that are known to me/us or can be known by me/us by utilizing diligent attention and observation.
- B. Buyer acknowledges and understands that the disclosures set forth in this statement and in any amendments to this statement are made only by the seller and are not the representations of any financial institution that may have made or may make a loan pertaining to the property, or that may have or take a security interest in the property, or of any real estate licensee engaged by the seller or buyer. A financial institution or real estate licensee is not bound by and has no liability with respect to any representation, misrepresentation, omission, error, or inaccuracy contained in another party’s disclosure statement required by this section or any amendment to the disclosure statement.
- C. Buyer (which term includes all persons signing the “buyer’s acknowledgement” portion of this disclosure statement below) hereby acknowledges receipt of a copy of this disclosure statement (including attachments, if any) bearing seller’s signature(s).

DISCLOSURES, IF ANY, CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON THE BASIS OF SELLER’S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME OF DISCLOSURE. IF THE SELLER HAS FILLED OUT SECTION 2 OF THIS FORM, YOU, THE BUYER, HAVE FIVE DAYS FROM THE SELLER’S DELIVERY OF THIS DISCLOSURE STATEMENT TO REVOKE YOUR OFFER BY DELIVERING YOUR SEPARATE SIGNED WRITTEN STATEMENT OF REVOCATION TO THE SELLER DISAPPROVING THE SELLER’S DISCLOSURE UNLESS YOU WAIVE THIS RIGHT AT OR PRIOR TO ENTERING INTO A SALE AGREEMENT.

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS SELLER’S PROPERTY DISCLOSURE STATEMENT.

BUYER: CITY OF WILSONVILLE

By: _____
Bryan Cosgrove
As Its: City Manager

Date: _____

Agent receiving disclosure statement on buyer’s behalf to sign and date:

Real Estate Licensee’s Signature
Print Name: _____

Real Estate Business Name

Date received by agent: _____