

RESOLUTION NO. 2594

A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AND SALE AGREEMENT WITH WASHINGTON COUNTY FOR 7.58 ACRES OF LAND ON SW BOBERG ROAD FOR PUBLIC WORK COMPLEX.

WHEREAS, The Facility Master Plan (FMP), completed in March 2015 and adopted via Resolution 2526, provides an analysis of the existing conditions of City facilities, concepts for incremental programmatic building, and site improvements to meet the City's short and long term needs through the Year 2035; and

WHEREAS, the FMP identified the need for expanded and upgraded space for police operations, thereby necessitating the move of public works functions to another complex; and

WHEREAS, the FMP further identified the need for the public works functions to have consolidated office, warehouse storage and equipment yard functions on a consolidated site; and

WHEREAS, Public Works is using a portion of Memorial Park for an equipment yard via a conditional use permit which expires in June 2019; and

WHEREAS, six sites were considered to house a new Public Works Complex, three of which were deemed non-viable and three remaining were assessed against the selection criteria; and

WHEREAS, the most viable site is comprised of two parcels, tax lot 31W14A 01900 at 4.70 acres and 01800 at 2.88 acres, for a total gross acreage of 7.58 acres located on the west side of Boberg Road between Barber Street and Boeckman Road.

WHEREAS, the site is owned by Washington County and is currently tax exempt; and

WHEREAS, Washington is agreeable to sale the property to the City; and

WHEREAS, the site is 30.34% encumbered by a combination of easements; a Significant Resource Overlay Zone (SROZ) and a private access drive leaving 5.28 acres of net developable land; and

WHEREAS, the City and Washington County each had independent real estate appraisal reports completed to assign a fair market value to the parcels; and.

WHEREAS, the City and Washington County agreed to a purchase price of \$1,766,000 based on analysis of both appraisals; and

WHEREAS, the purchase of the property is subject to ordinary pre-closing due diligence.

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

1. The City Council does hereby approve and authorize the City Manager to sign a Purchase and Sale Agreement with Washington County for 7.58 acres of land on SW Boberg Road for Public Works Complex. The real property being defined as Map 03S01W14A, tax lot 1800 & 1900.
2. A copy of the Purchase and Sale Agreement is attached hereto and incorporated herein.
3. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a special meeting thereof this 7th day of July, 2016, and filed with the Wilsonville City Recorder this date.

Tim Knapp, Mayor

ATTEST:

Sandra C. King, City Recorder

SUMMARY OF VOTES:

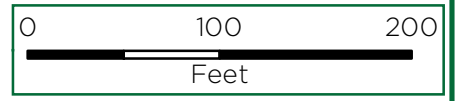
Mayor Knapp	Yes
Council President Starr	Excused
Councilor Fitzgerald	Yes
Councilor Lehan	Excused
Councilor Stevens	Yes

Exhibit A – Purchase and Sales Agreement with Washington County

Boberg Property



 Washington County owned property



PURCHASE AND SALE AGREEMENT

Seller: Washington County
Facilities and Parks Services
169 N First Ave/MS42
Hillsboro OR 97124

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

Dated: _____, 2016

1. **Purchase and Sale.** Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the real property located at SW Boberg Road, Wilsonville, Oregon, Map 03S01W14A (Tax Lots 1800 & 1900) consisting of approximately 7.58 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 **One Million Seven Hundred Sixty-Six Thousand Dollars (\$1,766,000)** (the "Purchase Price").

3. **Due Diligence Contingencies.** Buyer shall have the right to enter the Property, upon reasonable notice to Seller, to conduct the following "Due Diligence Contingencies":

(a) Buyer shall be entitled to conduct a Phase 1 environmental assessment of the Property and, if recommended by the Phase 1, a Phase 2 follow-up study. The Phase 1 must be completed within 45 days of the date of final execution of this Agreement. If a Phase 2 is recommended and pursued, the Due Diligence Period for assessment will be extended to ninety (90) days from the date of the Phase 1 report. Seller will be entitled to a copy of the Phase 1 report and the Phase 2 report, if a Phase 2 report is generated.

(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) 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 three (3) business days of the date of this Agreement so that it may be utilized by the various inspectors performing their inspections.

4. **Earnest Money.** Within three (3) days after execution of this Agreement, Buyer will deliver to the Escrow Agent the sum of **Fifty Thousand Dollars (\$50,000)** in the form of a promissory note. If Buyer is satisfied with the results of all of the Due Diligence Contingencies listed above, Buyer will deliver to the Escrow Agent an additional sum of **Fifty Thousand Dollars (\$50,000)** in the form of a promissory note, within three (3) business days of Buyer's

acceptance of Due Diligence results. Both sums comprise the Earnest Money. The Earnest Money shall be applied to the payment of the Purchase Price for the Property at Closing. Any interest earned on the Earnest Money shall be considered part of the Earnest Money. The Earnest Money shall be returned to Buyer in the event any condition of Buyer's obligation to purchase the Property shall fail to be satisfied or waived through no fault of Buyer.

5. **Permitted Title Exceptions.** Within ten (10) days after the Execution Date, Buyer shall have obtained a preliminary title report from the title company (the "Preliminary Report"), together with all copies of all documents shown therein as exceptions to title, showing the status of Seller's title to the Property. Buyer shall have ten (10) days after receipt of a copy of the Preliminary Report within which to give notice in writing to Seller of any disapproval of any exceptions set forth in the Preliminary Report. Within ten (10) days after the date of such notice from Buyer, Seller shall give Buyer written notice of whether Seller is willing and able to remove the disapproved exceptions. Within ten (10) days after the date of such notice from Seller, Buyer shall elect by notice to Seller to either (i) purchase the Property subject to the disapproved exceptions that Seller is not willing or able to remove, or (ii) terminate this Agreement and receive a refund of the Earnest Money. On or before the Closing Date, Seller shall have removed all disapproved exceptions to which Buyer disapproves and which Seller agreed that Seller is willing and able to remove; provided, however, if Seller is unable to remove any disapproved exceptions that Seller has agreed to remove through no fault of Seller, Buyer may terminate this Agreement and receive a refund of the Earnest Money. Those exceptions Buyer does not object to are referred to as the "Permitted Exceptions."

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) The sale of the Property is "as-is" with Seller making no representation or warranty as to the condition or suitability of use of the Property except as provided in this Agreement.

(e) There are currently no known underground storage tanks located on the Property. Seller has no knowledge of any underground storage tank located on the Property but which has 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 (including but not limited to deferred farm or forest).

(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) 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. Buyer’s Representations and Warranties. Buyer represents and warrants to Seller:

(a) Buyer has all requisite power and authority to execute and deliver this Agreement and the documents to be executed at Closing or otherwise in accordance with the terms of this Agreement, and this Agreement is valid and binding on Buyer in accordance with its terms.

(b) Neither the entering into this Agreement nor the consummation of the transaction contemplated hereby will constitute or result in a violation or breach by Buyer of any judgment, order, writ, injunction, or decree issued against or imposed upon it, or result in a violation of any applicable law, order, rule, or regulation of any governmental authority.

(c) 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.

8. Condition of the Property. Buyer agrees the Property is being sold and conveyed by Seller and accepted by Buyer without any representation or warranty by Seller except as expressly set forth in this Agreement. Except as otherwise specified in this Agreement, Buyer hereby acknowledges and agrees that Buyer shall rely solely upon the inspection, examination, and evaluation of the Property by Buyer or its representative(s). In the event of the purchase and sale of the Property hereunder, Seller shall sell the Property to Buyer, and Buyer shall accept the Property from Seller, in the condition “As Is”, “Where Is”, and “With All Faults”. Further, Buyer expressly acknowledges that, except as otherwise expressly set forth in this Agreement,

Seller makes no warranty or representation with respect to the quality, physical condition, or value of the Property, the Property's habitability, suitability, merchantability, or fitness for a particular purpose, or the presence or absence of conditions on the Property that could give rise to a claim for personal injury, property, or natural resource damages, the presence of hazardous or toxic substances, materials or waste substances, contaminants, or pollutants on, under, or about the Property.

9. **Operation Through the Closing Date.** From and after the execution date of this Agreement, through and including the Closing Date, Seller, at Seller's sole cost and expense, shall (a) keep all existing insurance policies affecting the Property in full force and effect; (b) continue to operate, manage, and maintain the Property in such condition so that the Property shall be in substantially the same condition on the Closing Date as on the execution date, reasonable wear and tear expected; (c) not subject the Property to any additional liens, encumbrances, covenants, conditions, easements, rights of way, or similar matters without the prior written consent of Buyer; and (d) not make any alterations to the Property except in the ordinary course of business.

10. **Closing, Escrow, Prorates.** If the Due Diligence Contingencies described in **Section 3** have been timely satisfied or waived by Buyer, the purchase and sale of the Property shall close on or before August 15, 2016, or as soon as practical (referenced herein as "Closing Date" or "Closing"). The transaction shall close in escrow at Fidelity National Title, 900 SW Fifth Avenue, Portland, OR 97204 ("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 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. 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. Further escrow instructions may be provided by either party to the Escrow Agent.

11. **Broker.** Both Buyer and Seller represent to each other that no broker has been involved in this transaction.

12. **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 two appraisals performed by an appraiser retained by Buyer and an appraiser retained by Seller and is equal to a negotiated amount based on the two appraisals.

13. **Default.**

(a) Should Buyer default in the performance of this Agreement and fail to close due to such default, Seller shall be entitled to retain the Earnest Money, together with any interest

earned on the Earnest Money, as liquidated damages, which Seller and Buyer agree is a reasonable estimate of the loss that Seller would incur in such event.

(b) Should Seller default in the performance of this Agreement, Buyer shall be entitled to (i) terminate this Agreement by written notice thereof delivered to Seller on or before the Closing Date (in which case the Earnest Money plus interest shall be returned to Buyer); (ii) enforce specific performance of this Agreement; or (iii) pursue any other remedies at law or in equity.

14. **Assignment.** This Agreement may not be assigned or transferred by Buyer at any time without the prior written consent of Seller, which consent shall not be unreasonably withheld or delayed. Notwithstanding the forgoing, Buyer shall have the right, without Seller's consent, to assign this Agreement to any entity owned or controlled by Buyer, or any affiliate of Buyer, and Buyer may designate any entity at Closing as the named grantee in the Deed.

15. **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 with 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.

If notice is given to Seller, it shall be addressed as follows:

Washington County, Facilities & Parks Services
Attn: Kristie Bollinger
169 N First Avenue/MS42
Hillsboro, Oregon 97124

with a copy to: Washington County Counsel's Office
Attn: Cortney Duke-Driessen
Public Service Building MS 24
155 N 1st Avenue, Suite 340
Hillsboro, Oregon 97124

If notice is given to Buyer, it shall be addressed as follows:

City of Wilsonville
Attn: Delora Kerber, Public Works Director
29799 SW Town Center Loop E
Wilsonville, Oregon 97070

with a copy to: Legal Department
City of Wilsonville
29799 SW Town Center Loop E
Wilsonville, Oregon 97070

The addresses or contacts set forth above may be changed by notice given in accordance with the terms of this Section.

(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) **Attorneys 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 attorneys 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.

16. **Authority.** This Purchase and Sale Agreement is subject to final authorization and approval by the City Council of the City of Wilsonville and the Board of Commissioners of Washington County.

17. **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.

SELLER:

WASHINGTON COUNTY

By: _____

Print Name: _____

As Its: _____

APPROVED AS TO FORM:

Washington County

Print Name: _____

As Its: _____

BUYER:

CITY OF WILSONVILLE

By: _____

Bryan Cosgrove

As Its: City Manager

APPROVED AS TO FORM:

City of Wilsonville

Barbara A. Jacobson

As Its: City Attorney

EXHIBIT "A"

PARCEL I:

Lot 10, BOBERG, in the City of Wilsonville, County of Clackamas and State of Oregon.

EXCEPTING THEREFROM that portion included in Dedication Deed recorded May 7, 1986 as Fee No. 86-016172.

PARCEL II:

Lot 11, BOBERG, in the City of Wilsonville, County of Clackamas and State of Oregon.

EXCEPTING THEREFROM the South 125 feet thereof, as cut of by a line drawn parallel with the South line of said Lot 11.

ALSO EXCEPTING THEREFROM that portion included in Dedication Deed recorded May 7, 1986 as Fee No. 86-016172.

ALSO EXCEPTING THEREFROM that portion in the Southwest corner thereof described in PLAA06-0092, contained in Warranty Deed recorded July 16, 2008 as Fee No. 2008-050617.

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.

X 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: WASHINGTON COUNTY, a political subdivision of the State of Oregon

By: _____

Print Name: _____

Title: _____

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: _____

Date: _____

Bryan Cosgrove

As Its: City Manager

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: _____