

AGREEMENT TO PURCHASE REAL ESTATE

The undersigned (herein "Purchaser") hereby offers to purchase from the owner (herein "Seller") the real estate located at 14355 N. Bybee Lake Court in the City of Portland, County of Multnomah State of Oregon, the legal description of which is: Lot 8, BYBEE LAKE INDUSTRIAL PARK, in the City of Portland, County of Multnomah and State of Oregon, upon the following terms and conditions:

1. Purchase Price and Conditions of Payment

The purchase price shall be Seven Million Dollars (\$7,000,000.00) to be paid in accordance with subparagraph A, below:

A: Cash. The purchase price shall be paid in its entirety in cash on September 15, 2018.

B: Cash Subject to Bond Obligations of Seller. The purchase price shall be paid in cash, as provided in Section 1.A., at the time of closing the sale, after deducting from the purchase price any unknown or extraordinary costs, which may be discovered within ninety (90) day inspection and due diligence period, at the sole discretion of the Purchaser. Maintenance and necessary repairs to the property during the inspection period shall be the responsibility of the Seller.

2. Earnest Money Deposit

As earnest money Purchaser will deposit Two Hundred and Fifty Thousand Dollars (\$250,000.00) as a refundable deposit with the agent of the Seller, which shall be applied to the purchase price at the time of closing the sale. In the event that this offer is not accepted by Seller the earnest money deposit shall be promptly refunded to Purchaser by the Purchaser's agent. In the event that this offer is accepted by Seller and the Purchaser fails to perform the terms of this agreement the earnest money deposit shall be forfeited to the Seller, with no subsequent obligations of the Purchaser to the Seller.

3. Purpose of the Offer

Oregon Harbor of Hope, Inc., makes this proposal with the intention of completing a comprehensive property inspection and learning the results of a feasibility study, at the cost of the Purchaser, to determine whether the Wapato facility can be redeveloped as a multi-service restoration facility for the houseless people in Portland and Multnomah County. Should the Purchaser's study determine that such use is not feasible, Oregon Harbor of Hope will discontinue any further efforts to acquire or develop the site and seek to return any interest held by Oregon Harbor of Hope to Multnomah County's sole control.

4. Real Estate Taxes, Assessments, and Adjustments

Real Estate Taxes accrued against the property shall be calculated through the date of closing the sale and Seller shall pay all taxes allocated to the property through the date of closing of the real estate purchase. Existing casualty insurance shall be maintained by the Seller through the date of closing.

5. Title to the Property

Seller shall provide purchaser prior to the closing and promptly after the acceptance of this offer, at Seller's expense and option, an abstract of title to the property brought down to date or an owner's policy of title insurance in an amount equal to the purchase price, said abstract of policy to show marketable or insurable title to the real estate in the name of Seller subject only to easements, zoning and restrictions of record and free and clear of all other liens and encumbrances except as stated in this offer. If the abstract or title policy fails to show marketable or insurable title in Seller a reasonable time shall be permitted to cure or correct defects. Seller shall convey title to Purchaser at the time of closing by a good and sufficient general warranty deed, free and clear of all liens and encumbrances except as otherwise provided in this offer and subject to easements, zoning and restrictions of record.

6. Access to the Property

Purchaser shall be given access to the property on April 17, 2018, for a period of 120 business days, to inspect and conduct studies for the feasibility of the facility to be used for housing and services for homeless people.

7. Risk of Loss

The risk of loss by destruction or damage to the property by fire or otherwise prior to the closing of the sale is that of Seller. If all or a substantial portion of the improvements on the property are destroyed or damaged prior to the closing and transfer of title this agreement shall be voidable at Purchaser's option and in the event Purchaser elects to avoid this agreement the earnest money deposited shall be promptly refunded. Maintenance and necessary repairs to the property during the inspection period, as provided in Section 1.B of this agreement, shall be the responsibility of the Seller. It shall be the obligation of the Purchaser to inform Seller of any conditions, defects or other features which do or may affect the value, fitness and suitability of the property for the purposes intended by the Purchaser.

8. Improvements and Fixtures Included

This offer to purchase includes all improvements, buildings and fixtures presently on the real estate including but not limited to electrical, gas, heating, air conditioning, plumbing equipment, built-in appliances, hot water heaters, screens, storm windows, doors, window blinds, drapery hardware, awnings, attached carpeting, radio, television antennas, trees, shrubs, flowers, fences and fencing. Between the time of this offer and acceptance by the Seller, Seller shall not remove all such improvements, described above, without, first, providing an inventory of improvements changed or removed.

9. Access to Information, Details, Maps and Studies

The Seller agrees to provide Purchaser with access to any and all information, not otherwise protected by law, which describes the entire property, including real and personal property, beginning at the time of acceptance by the Seller. The Buyer agrees to maintain a reasonable level disclosure of such property information as determined by law or is otherwise provided for within this agreement. In no case, shall the Seller disclose information regarding the condition of the property, the business affairs of the Buyer nor the proprietary results of any studies which shall be prepared or obtained by the Buyer during the inspection period, as provided in B.1, except as otherwise required by law. Seller and Buyer agree that all actions, discussions, communications or comments regarding this agreement shall be regarded as actions pursuant to a real estate transaction, pursuant to ORS Chapter 192.

10. General Conditions

It is expressly agreed that this agreement to purchase real estate includes the entire agreement of Purchaser and Seller. This agreement shall be binding upon the personal representatives, successors and assigns of both Purchaser and Seller. This agreement shall be interpreted and enforced in accordance with the laws of the State of Oregon.

11. Time for Acceptance and Closing

This offer is void if not accepted by Seller in writing on or before the 19th calendar day of April, 2018.

Closing of the sale shall take place not less than fourteen business days after Purchaser's receipt of an abstract showing marketable title in Seller or title insurance binder showing insurable title in Seller. [Closing should be after 120 due diligence period]

This offer is made at Portland, State of Oregon, this 5th day of April, 2018.

PURCHASER:

OREGON TRAIL OF HOPE, INC., DBA OREGON HARBOR OF HOPE, INC.



Donald F. Mazziotti, Representative of Purchaser

ACCEPTANCE BY SELLER

The foregoing offer to purchase real estate is hereby accepted in accordance with the terms and conditions specified above.

Dated this _____ day of April, 2018.

MULTNOMAH COUNTY, GOVERNMENT, OREGON

Deborah Kafoury, Chair, Multnomah County Commission