

**RESOLUTION # 09/10-23
CITY OF DAYTON, OREGON**

Title: A Resolution Authorizing a Transfer From the General Fund Contingency in the sum of \$55,000 to the General Fund Administration Capital Outlay Fund for the Purposes of Property Acquisition

WHEREAS, on June 15, 2009, the City Council adopted the FY 2009-2010 Budget, made appropriations and levied taxes with adoption of Resolution #08/09-53; and

WHEREAS, the budget must reflect appropriations for anticipated acquisitions to be made by the City; and

WHEREAS, a line item adjustment is necessary to appropriate spending for the purchase of property; and

WHEREAS, the City wishes to acquire real property located at 606 4th Street, Dayton, Oregon; and

WHEREAS, sufficient funds are available;

The City of Dayton Resolves as follows:

- 1) **THAT** it authorizes a transfer from the General Fund Contingency in the sum of \$55,000 to the General Fund Administration Capital Outlay Fund for the purposes of property acquisition at 606 4th Street, Dayton, Oregon; and
- 2) **THAT** the Real Estate Agreement attached as Exhibit A is hereby approved for a total purchase price of \$225,000; and
- 3) **THAT** the City Manager is authorized to execute the final documents necessary for acquisition of the property at 606 4th Street, Dayton, Oregon on behalf of the City; and
- 4) **THAT** this resolution will be effective immediately upon adoption by the City Council

ADOPTED this 5th day of **October, 2009**.


In Favor: **Blackburn, Dickson, Evers, Hensley, Wytoski**

Opposed: **None**

Absent: **Henry, White**

Abstained: **None**

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CITY OF DAYTON, OREGON**

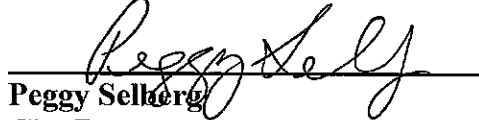


Henry Evers, Council President

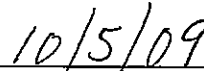


Date of Signing

ATTESTED BY:



**Peggy Sellberg
City Recorder**



Date of Enactment

Attachment - Exhibit A

1



Exhibit A

Sale Agreement # 0009309

Received 9/3/09

FINAL AGENCY ACKNOWLEDGMENT

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

(1) FANVOY BREM (Name of Selling Licensee) of WILLIAMS COMMERCIAL REALTY (Name of Real Estate Firm) is the agent of (check one): [] Buyer exclusively ("Buyer Agency"), [] Seller exclusively ("Seller Agency"), [X] Both Buyer and Seller ("Disclosed Limited Agency").

(2) (Name of Listing Licensee) of (Name of Real Estate Firm) is the agent of (check one): [] Seller exclusively ("Seller Agency"), [] Both Buyer and Seller ("Disclosed Limited Agency").

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

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 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 Acknowledgment shall not constitute acceptance of this Agreement or any terms therein.

Buyer City of Dayton Print City of Dayton Date 9/3/09

Seller Trent More Print Trent More Date 9/8/09

Seller Jessica More Print Jessica More Date 9-8-09

COMMERCIAL REAL ESTATE SALE AGREEMENT

This Agreement is intended to be a legal and binding contract. If it is not understood, seek competent legal advice before signing. Time is of the essence of this Agreement.

1. DEFINITIONS: All references in this Agreement to "Licensee" and "Firm" shall refer to Buyer's and Seller's real estate agents licensed in the State of Oregon and the respective real estate companies with which they are affiliated. Licensee(s) and Firm(s) identified in the Final Agency Acknowledgment Section above are not parties to this Agreement, except as may be expressly applicable. Unless otherwise provided herein: (1) Time calculated in days after the date Buyer and Seller have signed this Agreement shall start on the first full business day after the date of Seller's signature indicating acceptance of Buyer's offer or counteroffer, or Buyer's signature indicating acceptance of Seller's counteroffer; (2) Written notices required or permitted under this Agreement to be delivered to Buyer or Seller may be delivered to their respective Licensee with the same effect as if delivered to that Buyer or Seller; (3) A "business day" shall mean Monday through Friday, except recognized legal holidays as enumerated in ORS 187.010 and 187.020.

2. PRICE/PROPERTY DESCRIPTION: Buyer (print name(s)) CITY OF DAYTON OREGON offers to purchase from Seller (print name(s)) TRENT AND JESSICA MORE the following described property and all improvements thereon (hereinafter "the Property") situated in the State of Oregon, County of YAMHILL and commonly known or identified as (insert street address, city, zip code, tax identification number, lot/block description, etc.) 606 4th STREET DAYTON, OREGON CR431700 01000

(Buyer and Seller agree that if it is not provided herein, a complete legal description as provided by the title insurance company in accordance with Section 8, below, shall, where necessary, be used for purposes of legal identification and conveyance of title.)

for the purchase price (in U.S. currency) of A \$ 225,000.00 on the following terms: earnest money herein receipted for B \$ 5,000.00 on _____ as additional earnest money, the sum of C \$ _____ at or before closing, the balance of down payment D \$ _____ at closing and upon delivery of [X] DEED [] CONTRACT the sum of (Lines B, C, D and E should equal Line A) E \$ 220,000.00 payable as follows (Describe details of any loan(s) to be obtained): CASH

For additional details, see Addendum

Buyer Initials [Signature] Date 9/3/09

SIGN HERE Seller Initials [Signature] Date 9/8/09

LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE OF BUYER AND/OR SELLER AND DATE OREF 007-1

42 **3. RECEIPT FOR EARNEST MONEY:** Selling Firm acknowledges receipt of earnest money from Buyer in the sum of \$ _____
43 evidenced by (check one) CASH CHECK PROMISSORY NOTE payable as follows: _____
44 Other form of Earnest Money: _____

45 **4. EARNEST MONEY INSTRUCTIONS:** Buyer instructs Selling Firm, and Selling Firm agrees, to handle the earnest money as follows (check all that
46 apply):
47 Hold any earnest money that is in the form of a check undeposited pending mutual acceptance of this Agreement and/or the terms of any final counter
48 offer(s), after which time deposit it as provided herein within three (3) banking days.
49 Deposit any earnest money funds redeemed under a promissory note with _____
50 Deposit in Selling Firm's client trust account, and thereafter/or Deposit with Escrow.

51 **Non-refundable Deposit.** (Do not complete A and B, below, unless the deposit is intended to become nonrefundable. If deposit(s) is/are in Escrow,
52 additional written instructions may be necessary.) Buyer and Seller agree that (Check one or both of the following two boxes): the earnest money deposit
53 of \$ _____ and/or the additional earnest money deposit of \$ _____ shall become nonrefundable for all purposes except
54 those cases in which Seller's default results in a failure of this transaction to close in accordance with this Agreement:

55 **A. Terms of disbursement/holding of nonrefundable deposit (Select only one of the following three boxes below):**
56 Disburse directly to Seller as follows: _____
57 Remain in Escrow and disburse to Seller upon closing or earlier termination of this transaction, or
58 Remain in Selling Firm's client trust account and disburse to Seller upon closing or earlier termination of this transaction;
59 **B. Event/timing of non-refundability**
60 The deposit(s) shall become nonrefundable immediately upon the occurrence of the following (Select only one of the following four boxes in B.)
61 (insert date) _____
62 (insert event) _____
63 (insert conditions to be satisfied or waived after which time disbursement shall occur) _____
64 _____
65 Other: _____

66 SELLING LICENSEE AND SELLING FIRM SHALL HAVE NO FURTHER LIABILITY WITH RESPECT TO EARNEST MONEY WHICH THE PARTIES
67 HAVE AUTHORIZED TO BE TRANSFERRED TO A THIRD PARTY.
68 Selling Firm Willcotts Commercial Real Estate Selling Licensee Signature [Signature]
69 Office Address 700 N. DEBORAH RD NEWBERG, OR Phone _____ FAX _____

70 **5. EARNEST MONEY PAYMENT/REFUND:** If (1) Seller does not approve this Agreement; or (2) Seller signs and accepts this Agreement but fails to
71 furnish marketable title; or (3) Seller fails to complete this transaction in accordance with this Agreement, or perform any other act as herein provided; or (4)
72 any condition which Buyer has made an express contingency in this Agreement (and has not been otherwise waived) fails through no fault of Buyer, then all
73 earnest money shall be promptly refunded to Buyer. However, acceptance by Buyer of the refund shall not constitute a waiver of other legal remedies
74 available to Buyer. If Seller signs and accepts this Agreement and title is marketable; and (1) Buyer has misrepresented Buyer's financial status; or (2) Buyer's
75 bank does not pay, when presented, any check given as earnest money; or (3) Buyer fails to redeem, when due, any note given as earnest money; or (4)
76 Buyer fails to complete this transaction in accordance with this Agreement, or perform any other act as herein provided, then all earnest money paid or agreed
77 to be paid shall be paid to Seller either as liquidated damages or as otherwise allowed under Oregon law, and this transaction shall be terminated. It is the
78 intention of the parties that Seller's sole remedy against Buyer for Buyer's failure to close this transaction shall be limited to the amount of earnest
79 money paid or agreed to be paid herein.

80 **6. BUYER REPRESENTATIONS/LOAN CONTINGENCY:** As of the date of signing this Agreement, Buyer has sufficient funds available to close this
81 transaction in accordance with the terms proposed herein, and is not relying on any contingent source of funds (e.g., from loans, gifts, sale or closing of
82 property, 401K disbursements, etc.), unless otherwise disclosed in this Agreement.
83 IF A NEW LOAN IS REQUIRED, THIS TRANSACTION IS SUBJECT TO BUYER AND PROPERTY QUALIFYING FOR THE LOAN AND THE LENDER'S
84 APPRAISAL BEING NOT LESS THAN THE PURCHASE PRICE. This contingency is solely for Buyer's benefit and may be waived by Buyer in writing. Buyer
85 agrees to make written loan application not later than _____ business days (three [3] if not filled in) after the date Buyer and Seller have signed this Agreement,
86 and thereafter complete necessary papers and exert best efforts, including payment of all application, appraisal and processing fees, in order to procure the
87 loan. Buyer authorizes lender to provide non-confidential information to Listing and Selling Licensees regarding status of the loan. If the Property is located in a
88 designated flood zone, Buyer acknowledges that flood insurance may be required as a condition of the new loan. Buyer is encouraged to promptly verify the
89 availability and cost of property/casualty insurance that will be secured for the Property.

Buyer Initials [Signature] Date 9/2/09

SIGN HERE
Seller Initials [Signature] Date 9/18/09

90 7. ADDITIONAL PROVISIONS AND CONDITIONS TO PURCHASE: PURCHASE CONTINGENT UPON
91 CITY COUNCIL APPROVAL, APPROVAL TO OCCUR WITHIN 2 WEEKS
92 OF MUPAZ AGREEMENT BY BUYER & SELLER.

93 _____ For additional provisions, see Addendum _____

94 8. TITLE INSURANCE: Unless otherwise provided herein, this transaction is subject to Buyer's review and approval of the exceptions disclosed on a
95 preliminary title report and the recorded covenants, conditions and restrictions ("the report and CC&Rs") showing the condition of title to the Property. (If not
96 fully understood, Buyer should immediately contact the title insurance company for further information or seek competent legal advice. Neither
97 Listing nor Selling Licensee is qualified to advise on specific legal or title issues.) Upon signature and acceptance of this Agreement by Buyer and
98 Seller, Seller will, at Seller's sole expense, promptly order the report from an Oregon title insurance company and furnish it to Buyer together with complete
99 and legible copies of all exceptions noted in the report. Upon receipt of the report, Buyer shall have _____ business days (five [5] if not filled in) thereafter
100 within which to notify Seller, in writing, of any matter(s) disclosed in the report which is/are unacceptable to Buyer ("the objections"). Buyer's failure to timely
101 object, in writing, to any exceptions disclosed in the report shall constitute acceptance of those exceptions. However, Buyer's failure to timely object shall not
102 relieve Seller of the duty to convey marketable title pursuant to Section 9 below. If, within _____ business days (five [5] if not filled in) following receipt of
103 Buyer's objection(s), if any, Seller fails to remove or correct them, or does not give written assurances reasonably satisfactory to Buyer that they will be
104 removed or corrected, all earnest money shall be promptly refunded to Buyer and this transaction shall be terminated. This contingency is solely for Buyer's
105 benefit and may be waived by Buyer in writing. Within thirty (30) days after closing, Seller shall furnish to Buyer an owner's standard form policy of title
106 insurance insuring marketable title in the Property to Buyer in the amount of the purchase price, free and clear of the objections and all other title exceptions
107 agreed to be removed as part of this transaction. So long as doing so shall be at no additional expense to Seller, Seller shall cooperate in all reasonable
108 respects with the delivery to Buyer of an ALTA extended form policy of title insurance and any endorsements requested by Buyer.

109 9. DEED: Seller shall convey marketable title to the Property by (check one): statutory warranty deed or _____
110 (If neither box is checked a statutory warranty deed shall be used) free and clear of all liens of record, except property taxes which are a lien but not yet
111 payable, zoning ordinances, building and use restrictions, reservations in Federal patents, easements of record which affect the Property, covenants,
112 conditions and restrictions of record, and those matters accepted by Buyer pursuant to Section 8 above.

113 10. ADDITIONAL LAND SALE CONTRACT/TRUST DEED/MORTGAGE/OPTION AGREEMENTS: If this transaction is to include a land sale
114 contract, trust deed, mortgage, or option agreement between Buyer and Seller, the parties shall agree upon the terms and conditions of such document not
115 later than _____ business days (ten [10] if not filled in) after the date Buyer and Seller have signed and accepted this Sale Agreement. Upon failure of Buyer
116 and Seller to reach agreement as to the terms and conditions of the document within said time period, this transaction shall automatically terminate, all parties
117 shall cooperate in signing such documentation reasonably necessary to effect a termination of this transaction and a refund of all deposits, if any, to Buyer.
118 *Caveat: The additional documents identified in this Section 10 can have legally binding consequences, and Buyer and Seller are strongly
119 encouraged to secure competent legal advice before entering into such agreements.*

120 11. FIXTURES AND PERSONAL PROPERTY: Except as provided in this Section 11, all fixtures, including trade fixtures, are to be left upon the Property
121 as part of the Property being purchased, and all personal property is excluded from this transaction.
122 The following fixtures and/or trade fixtures are excluded from the Property being purchased: _____
123 _____
124 _____

125 The following personal property, in "AS-IS" condition is included as a part of the Property being purchased: ALL MEAT SEATING,
126 ORIGINAL LIGHT FIXTURES, EXTRA HOOP FLOORING LUMBER AND
127 ALL TABLES ON PREMISES (WITH ASSOCIATED CHAIRS IF ANY).
128 (Attach inventory if necessary.) If certain personal property which is to be included as a part of this sale is to have a separately stated value in addition to the
129 purchase price, the parties agree to attach a separate exhibit, jointly signed, identifying the stated value(s) of such property within _____ business days (five [5]
130 if not filled in) following the date both parties have signed this Agreement.

131 12. EXISTING LEASES: The Property (check one): is is not subject to one or more existing leasehold interests, which Seller represents and
132 warrants are current and free from default. If applicable, Seller agrees to deliver complete and legible copies of the written lease(s) to Buyer for review within
133 _____ business days (three [3] if not filled in) following the date Buyer and Seller have signed this Agreement. Buyer and Seller shall have _____ business days
134 (five [5] if not filled in) following Buyer's receipt of all lease(s) within which to reach a signed written agreement with Seller regarding Buyer's approval of the
135 lease(s) and the conditions, if any, under which they will be assumed and/or assigned. In the event such written agreement is not reached within the time
136 provided herein, all earnest money shall be refunded to Buyer and this transaction shall be terminated. This condition is for the benefit of both Buyer and
137 Seller, and may not be waived by either party without the other's written consent.

Buyer Initials SB Date 9/3/09

SIGN HERE Seller Initials TMA Date 9/8/09

LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE OF BUYER AND/OR SELLER AND DATE OREF 007-3

138 13. SELLER'S DOCUMENTS: (check one): Seller has previously delivered to Buyer copies of all documents containing material information about the
139 Property that Seller has in Seller's possession or control including but not limited to documents and records relating to the ownership, operation and
140 maintenance of the Property (hereinafter "Relevant Business Documents"). Seller agrees that within _____ business days (ten [10] if not filled in) following
141 the date Buyer and Seller have signed this Agreement, Seller will deliver to Buyer Relevant Business Documents. In addition to Relevant Business
142 Documents, Seller shall, within the same period as provided in this Section 13, deliver to Buyer the following additional information: _____

143 _____
144 14. SELLER REPRESENTATIONS: Subject to other written disclosures made by Seller as a part of this transaction, Seller makes the following
145 representations to Buyer: (1) Seller has full and complete authority to enter into this Agreement and convey the Property in accordance with the
146 terms hereof; (2) Seller has no notice from any governmental agency of a condemnation, environmental, zoning or similar proceeding, existing or
147 planned, which could affect the use, development, operation or value of the Property. (3) Seller has no knowledge of any hazardous substances in
148 or about the Property. (4) Seller knows of no material structural defects in or about the Property. (5) All electrical wiring, heating, cooling, plumbing
149 and irrigation equipment and systems and the balance of the Property, including landscaping, if any, will be in substantially its present condition
150 at the time Buyer is entitled to possession. (6) Seller has no notice of any liens or assessments to be levied against the Property. (7) Seller has no
151 notice from any governmental agency of any violation of law relating to the Property. (8) Seller is not a "foreign person" under the Foreign
152 Investment in Real Property Tax Act ("FIRPTA") as defined in this Agreement. (9) Seller knows of no material discrepancies between visible lines
153 of possession and use (such as existing fences, hedges, landscaping, structures, driveways, and other such improvements) currently existing on
154 the Property offered for sale and the legal description of the Property. (10) Seller agrees to promptly notify Buyer if, prior to closing, Seller receives
155 actual notice of any event or condition which could result in making any previously disclosed material information relating to the Property
156 substantially misleading or incorrect. These representations are made to the best of Seller's knowledge. Seller may have made no investigations.
157 Exceptions to items (1) through (9) are: _____

158 Buyer acknowledges that the above representations are not warranties regarding the condition of the Property and are not a substitute for, nor in
159 lieu of, Buyer's own responsibility to conduct a thorough and complete independent investigation, including the use of professionals, where
160 appropriate, regarding all material matters bearing on the condition of the Property, its value, and its suitability for Buyer's intended use. Neither
161 Listing nor Selling Licensee shall be responsible for inspecting or conducting any investigation of any aspects of the Property.

162 15. "AS-IS": Except for Seller's express written agreements and written representations contained herein, Buyer is purchasing the Property "AS-
163 IS," in its present condition and with all defects apparent or not apparent.

INSPECTIONS: (CHECK ONLY ONE BOX)

164 16. INSPECTIONS: Buyer understands that it is advisable to have a complete inspection of the Property by qualified professional(s) relating to
165 such matters as structural condition, soil condition/compaction/stability, environmental issues, survey, zoning, operating systems, and suitability
166 for Buyer's intended purpose. Neither the Listing nor Selling Licensee is qualified to conduct such inspections and shall not be responsible to do
167 so. If some or all of the Property includes residential housing, Buyer is encouraged to review the Oregon Property Buyer Advisory at
168 "<http://www.oregonrealtors.org>" or at "<http://www.rea.state.or.us>".

169 PROFESSIONAL INSPECTIONS: At Buyer's sole expense and risk, Buyer may have the Property and all elements and systems thereof inspected by
170 one or more professionals of Buyer's choice at reasonable times after prior notice to Seller and after prior notice to any tenants of the Property as required by
171 tenants' leases. Provided, however, Buyer must specifically identify in this Agreement any desired inspections which may include testing or removal of any
172 portion of the Property. Buyer understands that Buyer is responsible for the restoration of the Property following any inspection(s)/test(s) performed by Buyer or
173 on Buyer's behalf. Buyer shall have _____ business days (ten [10] if not filled in), after the date Buyer and Seller have signed this Agreement, (hereinafter "the
174 Inspection Period") in which to complete all inspections and negotiations with Seller regarding any matters disclosed in any inspection report. However, during
175 the Inspection Period, Seller shall not be required to modify any terms of this Agreement already reached with Buyer. Unless a written and signed modification
176 is reached, at any time during the Inspection Period, Buyer may notify Seller or Listing Licensee, in writing, of Buyer's unconditional disapproval of the Property
177 based on any inspection report(s), in which case, all earnest money deposits shall be promptly refunded and this transaction shall be terminated. Buyer shall
178 indemnify, hold harmless, and defend Seller from all liens, costs, and expenses, including reasonable attorneys' fees and experts' fees, arising from or relating
179 to Buyer's entry on and inspection of the Property. This agreement to indemnify, hold harmless, and defend Seller shall survive closing or any termination of
180 this transaction. Buyer shall promptly provide a copy of all reports to Seller only if requested by Seller. If Buyer fails to provide Seller or Listing Licensee
181 with written unconditional disapproval of any inspection report(s) by Midnight of the final day of the Inspection Period, Buyer shall be deemed to
182 have accepted the condition of the Property.

Buyer Initials QJ/KS Date 9/13/09

SIGN HERE → Seller Initials TM/AM Date 9/8/09

LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE OF BUYER AND/OR SELLER AND DATE

OREF 007-4

183 **BUYER'S WAIVER OF INSPECTION CONTINGENCY:** Buyer represents to Seller and all Licensees and Firms that Buyer is fully satisfied with the
184 condition of the Property and all elements and systems thereof and knowingly and voluntarily elects to waive the right to have any inspections performed as
185 a contingency to the closing of this transaction. Buyer's election to waive the right of inspection is solely Buyer's decision and at Buyer's own risk.

186 **17. LEAD-BASED PAINT CONTINGENCY PERIOD:** If the Property consists of or includes any type of residential housing, including single,
187 multi-family or public housing, which Buyer (or Buyer's family) intend(s) to occupy and was constructed before 1978, a Lead-Based Paint
188 Disclosure Addendum (hereinafter "the Disclosure Addendum") shall be promptly signed by Buyer, Seller and Listing and Selling Licensees, and
189 become a part of this Agreement. Buyer shall also be provided with a pamphlet entitled "Protect Your Family From Lead in Your Home." Buyer
190 shall have _____ calendar days (ten [10] if not filled in) within which to conduct a lead-based paint assessment or inspection (hereinafter referred
191 to as "the Lead-Based Paint Contingency Period"), which shall commence immediately when Buyer and Seller sign the Disclosure Addendum.
192 Unless the opportunity to conduct a risk assessment or inspection is expressly waived in the Disclosure Addendum, Buyer may, in writing,
193 unconditionally cancel this transaction during the Lead-Based Paint Contingency Period and receive a prompt return of all earnest money
194 deposits. Buyer understands that the failure to give timely written notice of cancellation prior to Midnight on the last day of the Lead-Based Paint
195 Contingency Period shall constitute acceptance of the condition of the Property as it relates to the presence of lead-based paint or lead-based
196 paint hazards.

197 **18. ESCROW:** This transaction shall be closed at FATCO - NEWBERG
198 ("Escrow"), a neutral escrow located in the State of Oregon. Costs of Escrow shall be shared equally between Buyer and Seller, unless otherwise provided
199 herein. Unless otherwise provided herein, the parties agree as follows: Seller authorizes Listing Firm to order a preliminary title report and owner's title policy at
200 Seller's expense and further authorizes Escrow to pay out of the cash proceeds of sale the expense of furnishing such policy, Seller's recording fees, Seller's
201 closing costs and any encumbrances on the Property payable by Seller on or before closing. Buyer shall deposit with Escrow sufficient funds necessary to
202 pay Buyer's recording fees, Buyer's closing costs, and lender's fees, if any. Real estate fees, commissions or other compensation for professional real estate
203 services provided by Listing and/or Selling Firms shall be paid at closing in accordance with the listing agreement, buyer service agreement or other written
204 agreement for compensation.

205 **19. ESCROW DEPOSIT:** Escrow is hereby instructed by Buyer and Seller as follows: (1) Upon your receipt of a copy of this Agreement marked "rejected" by
206 Seller or upon Listing Firm's written advice that the offer is "rejected" by Seller, you are to refund all earnest money to Buyer. (2) Upon your receipt of a copy of
207 this Agreement signed by Buyer and Seller set up an escrow account and proceed with closing in accordance with the terms of this Agreement. If you
208 determine that the transaction cannot be closed for any reason (whether or not there is then a dispute between Buyer and Seller) subject only to Section 36
209 below, you are to hold all earnest money deposits until you receive written instructions from Buyer and Seller, or a final ruling from a court or arbitrator, as to
210 disposition of such deposits.

211 **20. CLOSING:** Closing shall occur on a date mutually agreed upon by Buyer and Seller, but in no event later than OCT 9, 2009
212 ("the Closing Deadline"). The terms "closed", "closing" or "closing date" shall mean when the deed or contract is recorded and funds are available
213 to Seller. Buyer and Seller acknowledge that for closing to occur by the Closing Deadline, it may be necessary to execute documents and deposit
214 funds in Escrow prior to that date.

215 **21. POSSESSION:** Seller shall remove all personal property (including trash and debris) that is not a part of this transaction, and deliver possession of the
216 Property to Buyer (select one):
217 (1) by 5:00 p.m. on closing;
218 (2) by _____ a.m. p.m. _____ days after closing;
219 (3) by _____ a.m. p.m. on the _____ day of _____.

220 If a tenant is currently in possession of the Property (check one): Buyer will accept tenant at closing; Seller shall have full responsibility for removal of
221 tenant prior to closing.

222 **22. PRORATIONS:** Prorates for rents, current year's real and personal property taxes, interest on assumed obligations, and other prepaid expenses
223 attributable to the Property shall be prorated as of (check one): the closing date; date Buyer is entitled to possession; or _____.

224 **23. UTILITIES:** Seller shall pay all utility bills accrued to date Buyer is entitled to possession. Buyer shall pay Seller for heating fuel then on premises, at
225 Seller's supplier's rate on the possession date. Payment shall be handled between Buyer and Seller outside of Escrow.

226 **24. INSURANCE:** Seller shall keep the Property fully insured until closing.

227 **25. BINDING EFFECT/ASSIGNMENT:** Subject to the following sentence, this Agreement is binding upon the heirs, personal representatives, successors
228 and assigns of Buyer and Seller. Buyer's interest in this Agreement or in the Property (check one): are assignable without prior written consent of Seller;
229 are not assignable without prior written consent of Seller; are assignable only to an affiliated entity owned or controlled by Buyer without prior written
230 consent of Seller.

Buyer Initials JS Date 9/18/09

SIGN HERE Seller Initials TM Date 9/18/09

LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE OF BUYER AND/OR SELLER AND DATE OREF 007-5

231 26. SELLER ADVISORY: TAX WITHHOLDING OBLIGATIONS: Seller is advised that upon closing, Federal and State law may require Escrow to
232 withhold a portion of Seller's proceeds. Under Federal law, the Foreign Investment in Real Property Tax Act ("FIRPTA") requires every person who purchases
233 real property located within the United States from a "foreign person" to deduct and withhold from Seller's proceeds ten percent (10%) of the gross sales price,
234 with certain exceptions, and to pay the amount withheld to the Internal Revenue Service. A "foreign person" includes a non-resident alien individual, foreign
235 corporation, foreign partnership, foreign trust and foreign estate. Additionally, subject to certain exceptions, Escrow is required to withhold a portion of Seller's
236 proceeds if they are a non-resident individual or corporation as defined under Oregon law. Buyer and Seller agree to execute and deliver, as appropriate, any
237 instrument, affidavit or statement, and to perform any acts reasonable or necessary to carry out the provisions of FIRPTA. If Seller is a foreign person as
238 defined by FIRPTA, or a non-resident individual or corporation as defined under Oregon law, Buyer and Seller instruct Escrow to take all necessary steps to
239 comply therewith.

240 27. APPROVED USES: THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING
241 STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS, THAT, IN FARM OR FOREST ZONES, MAY NOT
242 AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS
243 DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE
244 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,
245 CHAPTER 424, OREGON LAWS 2007. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE
246 PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND
247 BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED
248 USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS
249 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,
250 OREGON LAWS 2007. IF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IS SUBJECT TO SPECIAL ASSESSMENT UNDER ORS 358.505, ORS
251 358.515 REQUIRES NOTIFICATION TO THE STATE HISTORIC PRESERVATION OFFICER OF SALE OR TRANSFER OF THIS PROPERTY.

252 28. IRC 1031 EXCHANGE: In the event Buyer or Seller elects to complete an IRC 1031 exchange in this transaction, the other party agrees to cooperate
253 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 escrow or cause additional
254 expense or liability to the cooperating party. Unless otherwise provided herein, this provision shall not become a contingency to the closing of this transaction.

255 29. LEVY OF ADDITIONAL PROPERTY TAXES: The Property (check one): is is not specially assessed for property taxes (e.g., farm, forest, tax
256 abatement or other) in a way which may result in levy of additional taxes in the future. If it is specially assessed, Seller represents that the Property is current
257 as to income or other conditions required to preserve its deferred/abated tax status. If, as a result of Buyer's actions or the closing of this transaction, the
258 Property either is disqualified from special use assessment or loses its deferred/abated property tax status, unless otherwise specifically provided in this
259 Agreement, Buyer shall be responsible for and shall pay when due, any deferred and/or additional taxes and interest which may be levied against the Property
260 and shall hold Seller completely harmless therefrom. However, if as a result of Seller's actions prior to closing, the Property either is disqualified from its
261 entitlement to special use assessment or loses its deferred/abated property tax status, Seller shall be responsible for and shall pay at or before closing all
262 deferred and/or additional taxes and interest which may be levied against the Property and shall hold Buyer completely harmless therefrom. The preceding
263 shall not be construed to limit Buyer's or Seller's available remedies or damages arising from a breach of this Section 29.

DISPUTE RESOLUTION INVOLVING BUYER AND SELLER ONLY

264 30. DISPUTE RESOLUTION: Any dispute between Buyer and Seller relating to the interpretation or enforcement of this Agreement (check one)
265 shall shall not, be subject to the arbitration provisions of Section 33. Failure to check a box in this Section 30 shall constitute an election
266 NOT to arbitrate. Buyer and Seller agree that all claims, controversies and disputes between them, including those for rescission (hereinafter collectively
267 referred to as "Claims"), relating directly or indirectly to this transaction, shall be resolved in accordance with the procedures set forth herein, which shall
268 expressly survive closing or earlier termination of this Agreement. Provided, however, the following matters shall not constitute Claims: (1) any proceeding to
269 collect, interpret or enforce any mortgage, trust deed, land sale contract or recorded construction lien or (2) a forcible entry and detainer action (eviction). The
270 filing in court for the issuance of any provisional process or similar remedy described in the Oregon or Federal Rules of Civil Procedure shall not constitute a
271 waiver of the right or duty to utilize the dispute resolution procedures specified herein.

272 31. SMALL CLAIMS BETWEEN BUYER AND SELLER: Notwithstanding the following Sections, Buyer and Seller agree that all Claims that are within
273 the jurisdiction of the Small Claims Court shall be brought and decided there, in lieu of mediation, arbitration or litigation in any other forum.

274 32. MEDIATION BETWEEN BUYER AND SELLER: If Buyer or Seller were represented in this transaction by a Licensee whose principal broker is a
275 member of the National Association of REALTORS®, all Claims shall be submitted to mediation in accordance with the procedures of the Home Seller/Home
276 Buyer Dispute Resolution System of the National Association of REALTORS® or other organization-adopted mediation program (collectively "the System").
277 Provided, however, if Licensee's principal broker is not a member of the National Association of REALTORS® or the System is not available through the

Buyer Initials *QSV* Date *9/8/09*

SIGN HERE Seller Initials *TM* Date *9/8/09*

LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE OF BUYER AND/OR SELLER AND DATE

OREF 007-6

278 principal broker's Association of REALTORS®, then all Claims shall be submitted to mediation either through: (1) the special mediation program administered
279 by Arbitration Service of Portland ("ASP") or (2) any other impartial private mediator(s) or program(s), so long as such services are available in the county
280 where the Property is located, as selected by the party first filing for mediation.

281 **33. ARBITRATION BETWEEN BUYER AND SELLER:** All Claims between Buyer and Seller that have not been resolved by mediation, or otherwise,
282 shall be submitted to final and binding private arbitration in accordance with Oregon laws. Filing for arbitration shall be treated the same as filing in court for
283 purposes of meeting any applicable statutes of limitation or for purposes of filing a lis pendens. Buyer or Seller may file Claims either with ASP or, alternatively,
284 with any other professional arbitration service that has existing rules of arbitration, provided that the selected alternative service also uses arbitrators who are in
285 good standing with the Oregon State Bar, with expertise in real estate law and who can conduct the hearing in the county where the Property is located. The
286 arbitration service in which the Claim is first filed shall handle the case to its conclusion. BY CONSENTING TO THIS PROVISION BUYER AND SELLER
287 ARE AGREEING THAT DISPUTES ARISING UNDER THIS AGREEMENT SHALL BE HEARD AND DECIDED BY ONE OR MORE NEUTRAL
288 ARBITRATORS AND BUYER AND SELLER ARE GIVING UP THE RIGHT TO HAVE THE MATTER TRIED BY A JUDGE OR JURY. THE RIGHT TO
289 APPEAL AN ARBITRATION DECISION IS LIMITED UNDER OREGON LAW.

290 **34. ATTORNEY FEES IN CLAIMS BETWEEN BUYER AND SELLER:** The prevailing party in any suit, action or arbitration (excluding those Claims filed
291 in Small Claims Court) shall be entitled to recovery of all reasonable attorney fees and costs and disbursements as defined in ORCP 68 including all filing and
292 mediator fees paid in mediation). Provided, however, if a mediation service was available to the Buyer or Seller when the Claim arose the prevailing party shall
293 not be entitled to any award of attorney fees unless it is established to the satisfaction of the arbitrator(s) or judge that the prevailing party offered or agreed in
294 writing to participate in mediation prior to, or promptly upon, the filing in arbitration or court.

DISPUTE RESOLUTION INVOLVING LICENSEES OR FIRMS

295 **35. SMALL CLAIMS COURT AND ARBITRATION:** All claims, controversies or disputes relating to this transaction, including those for rescission, in
296 which a Licensee or Firm identified in the Final Agency Acknowledgment Section above is named or included as a party, shall be resolved exclusively as
297 follows: (1) If within the jurisdictional limit of Small Claims Court, the matter shall be brought and decided there, in lieu of arbitration or litigation in any other
298 forum. (2) All other claims, controversies or disputes involving such Licensee or Firm shall be resolved through final and binding arbitration using the
299 arbitration selection process described in Section 34, above. Filing for arbitration shall be treated the same as filing in court for purposes of meeting any
300 applicable statutes of limitation or for purposes of filing a lis pendens. This Section 35 shall be in lieu of litigation involving such Licensee or Firm in any other
301 forum. Such Licensee or Firm may voluntarily participate in formal or informal mediation at any time, but shall not be required to do so under this Section 35.
302 This Section 35 shall not apply to those matters in which: (a) The claim, controversy or dispute is exclusively between REALTORS® and is otherwise required
303 to be resolved under the Professional Standards Arbitration provisions of the National Association of REALTORS®, (b) Licensee or Firm has agreed to
304 participate in alternative dispute resolution in a prior written listing, service or fee agreement with Buyer or Seller, or (c) Licensee or Firm is Buyer or Seller in
305 this transaction (in which case, Sections 30-34 shall apply). This Section 35 shall expressly survive closing or earlier termination of this Agreement. In the
306 event that one or more Licensees and/or Firms have been named or included in any claims, controversies or disputes that also include Buyer
307 and/or Seller, the alternative dispute resolution and attorney fee provisions of Sections 30-34 above, shall continue to apply as between Buyer
308 and/or Seller, and this Section 35 shall apply exclusively to Licensees and/or Firms.

309 **36. PROPERTY DISCLOSURE LAW:** Buyer and Seller acknowledge that if this transaction is subject to Oregon's Seller Property Disclosure Law, unless
310 otherwise waived in writing, Buyer shall have a right to revoke Buyer's offer within five (5) business days from Seller's delivery of the Seller's Property
311 Disclosure Statement.

312 **37. COUNTERPARTS/DELIVERY:** This Agreement may be signed in multiple counterparts with the same effect as if all parties signed the same document.
313 Delivery of a legible photocopy, facsimile, carbon or carbonless copy of a signed original of this Agreement shall be treated the same as delivery of the
314 original.

315 **38. AGREEMENT TO PURCHASE:** Buyer agrees to purchase the Property upon the terms and conditions set forth in this Agreement. Buyer
316 acknowledges receipt of a completely filled-in copy of this Agreement which Buyer has fully read and understands. Buyer acknowledges that
317 Buyer has not relied upon any oral or written statements, made by Seller or any Licensees, which are not expressly contained in this Agreement.
318 Neither Seller nor any Licensee(s) warrant the square footage of any structure or the size of any land being purchased. If square footage or land
319 size is a material consideration, all structures and land should be measured by Buyer prior to signing, or should be made an express contingency
320 in this Agreement.

321 Deed or contract shall be prepared in the name of CITY OF DAYTON
322 This offer shall automatically expire on (insert date) SEPT 4, 2009 at 5 a.m. p.m., ("the Offer Deadline"), if not
323 accepted by that time.

Buyer Initials [Signature] Date [Signature]

SIGN HERE Seller Initials [Signature] Date 9/8/09

LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE OF BUYER AND/OR SELLER AND DATE OREF 007-7

324 Buyer may withdraw this offer before the Offer Deadline any time prior to Seller's acceptance. If Seller accepts this offer after the Offer Deadline, it shall not be
325 binding upon Buyer unless accepted by Buyer in writing within ____ business days (five [5] if not filled in) after the date of Seller's acceptance by so indicating
326 at Section 41 below. This offer may be accepted by Seller only in writing.

327 Buyer City of Dayton by Chrisy Ellis, City Manager Date Sept 3 2009 10:45 a.m. p.m. ←

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

329 Address _____ Zip _____

330 Phone Home _____ Work _____ E-mail _____ Fax _____

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

331 (VIA EMAIL) This offer was submitted to Seller for signature on the 3 day of SEPT, 09, at 8 a.m. 6 p.m.
332 * By Judy Green (Licensee(s) presenting offer).

333 **39. AGREEMENT TO SELL / ACKNOWLEDGEMENTS / DISPOSITION OF EARNEST MONEY:** Seller accepts Buyer's offer. Seller
334 acknowledges receipt of a completely filled-in copy of this Agreement, which Seller has fully read and understands. Seller acknowledges that
335 Seller has not relied upon any oral or written statements of Buyer or of any Licensee(s) which are not expressly contained in this Agreement.
336 Seller instructs that all earnest money distributable to Seller pursuant to Section 5 above, shall be disbursed as follows after deduction of any title
337 insurance and Escrow cancellation charges: (check one) First to Listing Firm to the extent of the agreed commission just as if the transaction
338 had been closed, with residue to Seller, or agreed upon subject to short sale approval by 1st & 2nd lien holders
339 Seller None Date 9/8/09 9:00 a.m. p.m. ←
340 Seller Jessiah Date 9-8-09 9:00 a.m. p.m. ←
341 Address P.O. Box 31 Newberg, OR 9 Zip 97132
342 Phone Home 503- Work _____ E-mail _____ Fax _____

343 **40. REJECTION/COUNTER OFFER: SELECT ONE:** Seller does not accept the above offer, but makes the attached counter offer. Seller rejects
344 Buyer's offer.
345 Seller _____ Date _____ a.m. p.m. ←
346 Seller _____ Date _____ a.m. p.m. ←
347 Address _____ Zip _____
348 Phone Home _____ Work _____ E-mail _____ Fax _____

349 **41. BUYER'S ACKNOWLEDGMENT:** Buyer acknowledges receipt of a copy of Seller's written response to this Agreement. If Seller's response is an
350 acceptance of Buyer's offer that occurred after the Offer Deadline identified at Section 38 above, Buyer (select only one) agrees does not agree, to be
351 bound hereby. (The failure to check either box shall constitute rejection of Seller's acceptance after the Offer Deadline.)
352 Buyer City of Dayton by Chrisy Ellis, City Manager Date September 10 2009 WADAM p.m. ←
353 Buyer _____ Date _____ a.m. p.m. ←

354 **42. FIRMS/LICENSEES:**
355 Selling Licensee Judy Green Listing Licensee Judy Green
356 Selling Firm Willco's Commercial Real Estate Listing Firm Willco's Commercial Real Estate
357 Selling Firm Office Address _____ Listing Firm Office Address 700 N DEBORAH RD
358 Phone _____ FAX _____ Phone _____ FAX NEWS 2001
359 Selling Firm Principal Broker Initials/Date _____ / _____ Listing Firm Principal Broker Initials/Date _____ / _____

Buyer Initials CE Date 9/3/09

SIGN HERE
Seller Initials JMG Date 9/8/09

LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE OF BUYER AND/OR SELLER AND DATE OREF 007-8
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*Returned to Randy Green
via email 9/7/09*



SHORT SALE ADDENDUM

1 This Short Sale Addendum ("Addendum") shall become a part of the Real Estate Sale Agreement (hereinafter referred to as the "Sale Agreement") between
2 City of Dayton, Buyer and TRENT & JESSICA MORE, Seller,
3 dated 9/13/09, for the Property located at 606 4th Street, Dayton, Oregon ("Seller's Property").

4 **AS MORE FULLY DESCRIBED ON THE ACCOMPANYING DOCUMENT ENTITLED "SHORT SALES -- A BRIEF SUMMARY" ("THE SUMMARY") A**
5 **"SHORT SALE" IS A REAL ESTATE TRANSACTION IN WHICH THE AGREED-UPON PURCHASE PRICE FOR A SELLER'S PROPERTY IS NOT**
6 **SUFFICIENT TO PAY OFF THE SELLER'S TOTAL COSTS AND EXPENSES NECESSARY TO CLOSE THE TRANSACTION AND CONVEY**
7 **MARKETABLE TITLE TO THE BUYER. THESE COSTS AND EXPENSES MAY INCLUDE SUCH THINGS AS THE LOAN BALANCE, LATE FEES, IF**
8 **ANY, RECORDED LIENS, TAXES, ENCUMBRANCES, COMMISSIONS AND OTHER CHARGES THAT WOULD NORMALLY BE PAID FROM**
9 **SELLER'S GROSS PROCEEDS OF SALE AT THE TIME OF CLOSING ("TOTAL CLOSING COSTS"). AS A RESULT, THE PARTIES MAY**
10 **EXPERIENCE SIGNIFICANT TIME DELAYS AND OTHER COMPLICATIONS IN THIS TRANSACTION WHILE NEGOTIATING A REDUCTION IN THE**
11 **TOTAL CLOSING COSTS WITH SELLER'S CREDITORS ("THE CREDITORS"). BY SIGNING BELOW, BUYER AND SELLER HAVE AGREED**
12 **THAT THIS TRANSACTION IS A SHORT SALE, AND ACKNOWLEDGE THAT THEY HAVE REVIEWED THE SUMMARY AND HAVE BEEN ADVISED**
13 **BY THEIR RESPECTIVE REAL ESTATE LICENSEES, TO SECURE COMPETENT LEGAL, TAX AND CREDIT ADVICE, AS NECESSARY.**

14 **1. THE CONTINGENCY.** This sale is contingent upon Seller obtaining written consents from the Creditors permitting a
15 reduction of the Total Closing Costs sufficient to close the transaction for the purchase price and convey marketable title to
16 Buyer ("the Contingency"). All parties acknowledge that at the present time the exact identities of the Creditors and/or the
17 exact amount of the Total Closing Costs may not be currently known. The Contingency shall be deemed to be satisfied if
18 written Creditor consent is given to this transaction prior to the closing date, upon such terms as Buyer and Seller agree in
19 writing. Notwithstanding the preceding sentence, this transaction shall automatically terminate at the end of the day
20 (Midnight) on (insert date) 9/13/09 with no further notice required from Buyer or Seller, if they have not received the written
21 Creditor consent by that time. Upon such termination, all parties shall cooperate in signing such documentation reasonably
22 necessary to effect a termination of the transaction and refund of all deposits, if any.

23 **2. CONTINGENCY AND DEPOSIT DEADLINES.** Except for the agreed-upon closing date, which shall remain in effect
24 unless jointly rescheduled in writing by Buyer and Seller, all performance or contingency deadlines contained in the Sale
25 Agreement, including but not limited to those for the redemption of earnest money, financing, title, inspection, lead based
26 paint, and Seller's Property Disclosure (ORS 105.465-105.490) shall not commence until the first day after satisfaction of the
27 Contingency occurs as described in Section 1, above. **Caution: If the Property is pre-1978 housing, the Lead-Based**
28 **Paint Disclosure Addendum must be completed by Buyer and Seller and their licensees prior to closing. Unless**
29 **waived, the Buyer must be given an opportunity to conduct a lead-based paint assessment or inspection. See**
30 **Section 15 (Lead-Based Paint Contingency Period) of Sale Agreement.** All parties acknowledge that written Creditor
31 consent may never be issued, or if it is, there may be insufficient time for Buyer to complete all investigations and inspections
32 prior to the scheduled closing date, without rescheduling said date. Notwithstanding the preceding, the following
33 performance or contingency deadlines shall commence in accordance with the date(s)/time(s) contained in the Sale
34 Agreement: COD 9309 (DATED 9/13/09)

35 **3. WAIVER, MODIFICATION, AMENDMENT; CREDITOR MODIFICATION; DISPUTE RESOLUTION.** The Contingency is
36 for the joint benefit of Buyer and Seller and may not be unilaterally waived, modified, or amended, by one party, without the
37 written consent of the other. Buyer and Seller acknowledge that one or more of the Creditors may require a change in the
38 terms of this transaction before agreeing to any reduction of the Total Closing Costs. However, neither Buyer nor Seller, nor
39 their respective licensees or firms shall be legally required, as a party or fiduciary, to consent to any such proposed change of
40 terms, even though the refusal to do so could mean that this transaction will fail to close. Notwithstanding anything to the
41 contrary contained herein, should there arise any "Claims" (as that term is defined in the Sale Agreement) under this
42 Addendum, between or among Buyer, Seller, or their respective licensees or firms, the matter shall be exclusively resolved in
43 accordance with the alternative dispute resolution provisions contained in the Sale Agreement, even though the Contingency
44 has not yet expired or been satisfied, removed, terminated or waived.

Principal Broker's Initials _____
Date _____

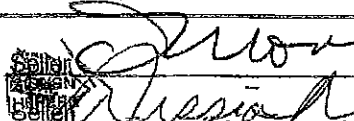
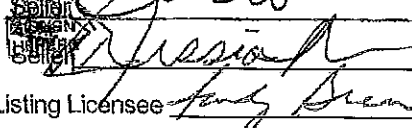


45 4. TERMINATION OF TRANSACTION; NO REPRESENTATIONS OR WARRANTIES; ASSUMPTION OF RISK. Buyer
46 and Seller acknowledge that: (a) Closing of this Short Sale transaction will be primarily based upon consent of the Creditors;
47 and (b) A Creditor's failure to consent by the scheduled closing date shall result in an automatic termination of this
48 transaction. Upon such termination, all earnest money, if any, deposited by Buyer shall be promptly returned to Buyer.
49 Buyer and Seller acknowledge that neither the other party, nor their licensee or firm, have made any representations or
50 warranties concerning the likelihood this transaction will successfully close. This Addendum shall not create any right of first
51 refusal to Buyer. Any expenditure of time, money or other consideration by Buyer or Seller prior to termination or expiration
52 of the transaction shall be solely at their own risk, and neither shall have a claim against the other for such expenditure.

53 5. RIGHTS OF PARTIES DURING CONTINGENCY; BUYER'S CONTACT WITH THE CREDITORS. Buyer understands
54 that: (a) Seller's Property may remain on the market as an active listing (subject to existing MLS rules); (b) Seller may
55 consider and submit to the Creditors other competing offers to purchase the Property; and (c) Creditors may insist that
56 regardless of the order in which received from Seller, all Short Sale offers will be reviewed before a final decision is made on
57 which one to accept. During the period that this Contingency remains open, Buyer and Seller shall have the right to verify, to
58 their sole satisfaction, that one or more of the Creditors will, in writing, waive or reduce the Total Closing Costs in an amount
59 sufficient to enable Seller to close this transaction for the Purchase Price and convey marketable title to Buyer. This
60 Addendum shall not be construed as requiring Seller to permit Buyer or Buyer's licensees, agents or representatives to
61 contact any Creditors regarding Sellers' financial, personal or confidential information for which any privacy rights may exist.
62 If Seller agrees to permit Buyer or Buyer's agents or representatives to have direct contact with the Creditors concerning or
63 verifying a reduction of Seller's Total Closing Costs, Seller agrees to sign such documents as reasonably required by the
64 Creditors to authorize such contact.

65 6. SHARING OF NON-CONFIDENTIAL INFORMATION. Both parties acknowledge that while final Creditor consent is
66 outside of their individual control, they nevertheless agree to timely provide to the other party and their licensees, agents or
67 representatives, if any, with such non-confidential information as they may actually acquire from the Creditors regarding
68 approval or disapproval of this transaction.

69 7. ADDITIONAL PROVISIONS. _____

70 Buyer City of Dayton Date 9/8/09 ←  Date 9/8/09 ←
71 Buyer by Cheryl Mc Coy Date _____ ←  Date 9-8-09 ←
72 Selling Licensee Matt Wilcuts Listing Licensee Cheryl Mc Coy
73 Selling Firm Willcuts Company Realtors Listing Firm Willcuts Commercial Realtors

LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE AND DATE
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Principal Broker's Initials _____
Date _____



Sale Agreement # 2009309
Addendum _____

PROMISSORY NOTE FOR EARNEST MONEY

1 Buyer(s) CITY OF DAYTON, OREGON
2 Seller(s) TRENT AND JESSICA MORE
3 Property Address 600 45 STREET DAYTON, OREGON

4 Buyer(s): CITY OF DAYTON, OREGON

5 jointly and severally promise to pay to (select only one payee):

6 Real Estate Firm: WILLCOX COMMERCIAL REALTY

7 Seller(s): _____

8 the sum of \$ 5,000.00

9 1) Upon redemption of this promissory note, funds shall be made payable to (select only one):

10 Real Estate Firm Trust Account: _____

11 Seller(s): _____

12 Escrow / Title Company: FIRST AMERICAN TITLE

13 2) This Note is due and payable (select only one due date):

14 3 BUSINESS days after mutual acceptance of the Real Estate Sale Agreement;

15 on or before _____

16 3) If this Note is not paid when due, Buyer(s) shall pay interest at the rate of ten percent (10%) per annum on the unpaid balance
17 from the due date until it is paid in full. BUYER(S) UNDERSTAND(S) THAT TIME IS OF THE ESSENCE, AND THAT THE
18 FAILURE TO PAY THIS NOTE WHEN DUE, MAY CONSTITUTE A DEFAULT UNDER THE REAL ESTATE SALE
19 AGREEMENT WITH SELLER.

20 4) If Real Estate Firm is named as the payee of this Note, and Note is not paid when due, Buyer(s) hereby consent(s) to Real Estate
21 Firm assigning and transferring it to Seller(s) for all purposes including collection.

22 5) This Note is hereby incorporated into and made a part of the Real Estate Sale Agreement between Seller(s) and Buyer(s). In the
23 event of any dispute between said parties, the mediation, arbitration and attorney fee provisions therein shall expressly apply.

24 6) If payment is not made on or before the due date, Buyer(s) understand that Principal Broker is instructed by Seller(s) to promptly
25 assign and transfer this Note to Seller(s), without recourse, and for all purposes, including collection. It is expressly understood
26 and agreed that neither Principal Broker nor Principal Broker's Firm, its owners, officers or directors, licensees, employees or
27 representatives shall have any duty (fiduciary or otherwise), responsibility or liability to Seller(s) to enforce collection of the Note,
28 nor for any fees or costs associated therewith.

29 Buyer City of Dayton Date 9/30/09 SIGN HERE Seller Trent More Date 9/18/09

30 Buyer Jessica More Date _____ SIGN HERE Seller Jessica More Date 9-8-09

31 Selling Licensee Fredy M. Breen Listing Licensee Fredy M. Breen

32 Selling Firm Willcox Commercial Realty Listing Firm Willcox Commercial Realty

LINES WITH THIS SYMBOL Ⓢ REQUIRE A SIGNATURE AND DATE

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Principal Broker's Initials _____
Date _____



ADDENDUM TO REAL ESTATE SALE AGREEMENT

1 This is an Addendum to: Real Estate Sale Agreement Seller's Counter Offer Buyer's Counter Offer
 2 Re: Real Estate Sale Agreement No. COD9309 Dated 9/3/2009 Addendum No. A
 3 Buyer: City of Dayton
 4 Seller: Trent and Jessica More

5 The real property described as: 606 4TH ST Dayton OR 97114

6 SELLER AND BUYER HEREBY AGREE THE FOLLOWING SHALL BE A PART OF THE REAL ESTATE SALE AGREEMENT REFERENCED ABOVE.
 7 Sellers response time pertaining to purchase agreement COD9309 to be extended to NOON on Tuesday Sept 8,
 8 2009. All other terms and conditions of purchase agreement to remain unchanged.

9 Buyer Signature City of Dayton Chris E. Mc City Manager Date Sept 4 2009 a.m. 30 p.m. 30

10 Buyer Signature _____ Date _____ a.m. _____ p.m. ←

SIGN HERE Seller Signature [Signature] Date 9/4 2009 a.m. 4 p.m. ←

SIGN HERE Seller Signature [Signature] Date 9/4 2009 a.m. 4 p.m. ←

13 Selling Licensee Randall Brem Listing Licensee Randall Brem

14 Selling Firm Broker Initials/Date fs 9/8/09 Listing Firm Broker Initials/Date fs 9/8/09



ADDENDUM TO REAL ESTATE SALE AGREEMENT

1 This is an Addendum to: Real Estate Sale Agreement Seller's Counter Offer Buyer's Counter Offer
 2 Re: Real Estate Sale Agreement No. COD9309 Dated 9/3/2009 Addendum No. _____
 3 Buyer: City of Dayton, Oregon
 4 Seller: Trent and Jessica More

5 The real property described as: 606 4TH ST Dayton OR 97114

6 SELLER AND BUYER HEREBY AGREE THE FOLLOWING SHALL BE A PART OF THE REAL ESTATE SALE AGREEMENT REFERENCED ABOVE.
 7 Buyer hereby removes contingency pertaining to City Council approval of purchase. All other terms and conditions
 8 of purchase agreement (COD 9309) to remain unchanged:

9 Buyer Signature [Signature] Date September 10, 2009 11:30 AM p.m. ←
 10 Buyer Signature _____ Date _____ a.m. _____ p.m. ←

11 Seller Signature _____ Date _____ a.m. _____ p.m. ←

12 Seller Signature _____ Date _____ a.m. _____ p.m. ←

13 Selling Licensee Randall Brem Listing Licensee Randall Brem

14 Selling Firm Broker Initials/Date _____ Listing Firm Broker Initials/Date _____

[Handwritten notes]
 10/10/09
 11:30 AM
 in front of...