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Facsimile Transmittal

To: Mr. Stephen Poage

Company: Tigard-Tualatin School District 23J

FAX: (503) 431-4047

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From: Dianne Thompson

Reference:

Date: July 15, 2004

Time: 7:50 am

Total pages including this page: 7

If you do not receive all pages, or if there is any question, please call Dianne Thompson at (503) 205-2509. You ☐ will ☒ will not receive a mailed original of this fax.

Message:

Attached is a copy of the executed purchase agreement for the Alberta Rider property.

Confidentiality Notice: *This facsimile transmission may contain confidential and privileged information. The information contained in this transmission is intended for the addressee only. If you are not the addressee of this facsimile, please do not review, disclose, copy, or distribute it. If you have received this transmission by mistake, please telephone us immediately. Thank you.*

Life Estate Included

PURCHASE AGREEMENT

DATE: Effective as of May 5, 1997

RECITALS

A. **ALBERTA RIDER, as Trustee and/or Trustor of THE ALBERTA RIDER TRUST**, ("Seller"), is the owner of the real property described in Exhibit A attached hereto (the "Property"), which includes 7.33 acres, more or less.

B. Seller desires that Alberta Rider retain a life estate in that portion of the Property described in Section 6 below, which is hereinafter referred to as the "Life Estate Parcel."

C. **TIGARD-TUALATIN SCHOOL DISTRICT 23J** ("Purchaser") is purchasing the Property, subject to the above-mentioned life estate in favor of Alberta Rider.

D. Purchaser has asserted its right to eminent domain over the Property, and this agreement is in settlement of the claim of eminent domain.

AGREEMENT

Purchaser agrees to buy the Property from Seller and Seller agrees to sell the Property to Purchaser on the following terms:

1. **Purchase Price.** The purchase price for the Property shall be a total of $828,300. [Purchaser has elected not to reduce the purchase price for the Property based on the retention of the life estate in favor of Alberta Rider.] The purchase price for the Property shall be paid in cash at closing. Promptly following the execution of this agreement by Seller and her delivery to Purchaser of one original of the executed agreement, Purchaser shall deposit with First American Title Insurance Company of Oregon earnest money in the amount of $50,000. The earnest money shall be credited toward the purchase price at closing.

2. **Closing.** The sale of the Property shall be closed in escrow ("the Closing") at First American Title Insurance Company of Oregon, 10260 S.W. Greenburg

Road, Tigard, Oregon 97223, within 30 days following Seller's execution of this agreement and her delivery to Purchaser of one original of the executed agreement.

3. **Closing Costs.** Purchaser shall pay the escrow fee, title insurance premium, all recording costs, and the Washington County transfer tax (if any). Real property taxes on the Property for the current tax year shall be prorated as of the Closing.

4. **Preliminary Title Report.** Purchaser has reviewed First American Title Insurance Company's preliminary title report dated August 19, 1996 (order No 806001). Purchaser has approved title exceptions No. 1-5 listed in that report and will accept title to the Property without the removal of those exceptions.

5. **Contingencies.** Purchaser's obligation to pay for the Property and close this transaction is conditioned upon:

a. Purchaser's review and approval of a new Level 1 environmental audit of the Property, to be conducted at Purchaser's sole expense within four weeks after Seller's execution of this agreement and her delivery to Purchaser of one original of the executed agreement.

b. Purchaser's review and approval of a survey of the Property, to be conducted at Purchaser's sole expense within four weeks after Seller's execution of this agreement and her delivery to Purchaser of one original of the executed agreement.

The two conditions set forth in this Section 5 are exclusively for Purchaser's benefit and may be waived at any time by written waiver executed by Purchaser. Seller shall allow Purchaser's environmental inspector and surveyor access to the Property so that the Level 1 audit and survey are completed in accordance with the schedule described above.

6. **Legal Description for the Life Estate Parcel.** On May 2, 1997, representatives of Seller and Purchaser marked the boundaries of the Life Estate Parcel with bright pink surveyor's tape. Within two business days after the effective date of this Agreement, Purchaser shall instruct Chase Jones & Associates, Inc., its surveyor, to promptly prepare a legal description for the Life Estate Parcel. Purchaser shall furnish a copy of the legal description for the Life Estate Parcel to Seller promptly after that legal description becomes available. The legal description for the Life Estate Parcel prepared by Purchaser's surveyor shall be used in the deed described in Section 7 below to designate the geographic limits of that parcel.

7. **Deed; Maintenance Related to Life Estate Parcel.** At the Closing, Seller will convey and transfer the Property to Purchaser by a statutory special warranty deed (see ORS 93.855), subject only to title exceptions No. 1-5 mentioned in Section 4 above and

the life estate in favor of Alberta Rider. The deed shall expressly state that the Seller shall (a) maintain the improvements on the Life Estate Parcel at Seller's sole cost and expense throughout the term of the life estate; and (b) maintain operating smoke detectors in all dwelling units located on the Life Estate Parcel throughout the term of the life estate; and (c) maintain all trees on the Life Estate Parcel throughout the term of the life estate without damaging or cutting any of those trees.

8. Property Included. The Property includes the real property described in Exhibit A, the two houses, trees, shrubs, all other fixtures, and all water rights related to the Property.

9. Successor Interests. This agreement is binding upon and shall inure to the benefit of the parties and their respective successors, successor trustees, personal representatives, heirs, devisees, grantees, and assigns.

10. Remedies. Time is of the essence of this agreement. In the event of a breach of this agreement, the nonbreaching party shall be entitled to all remedies available at law or in equity. Seller's and Purchaser's rights and obligations under this agreement shall survive the Closing.

11. Sewer Line for Existing Houses. Purchaser shall cause the two houses situated on the Property to be connected to a public sewer on or before October 15, 1997, at no cost to Seller. Seller shall cooperate fully with Purchaser to allow the construction of the sewer line.

12. Deferred Taxes. Purchaser is acquiring the Property under threat of condemnation and will take title subject to deferred Oregon ad valorem property taxes. Purchaser will not require Seller to pay those taxes.

13. Name of the New School. Purchaser shall name the new school the "Alberta Rider School" when the new school is constructed on the Property.

14. Preservation of Log Cabin. Promptly after the Closing, Purchaser shall take the appropriate action required to have the log cabin situated on the Property ~~designed~~ signated by state authorities as an historical building. Commencing on the date of expiration of the life estate described in Sections 6 and 7 above and continuing thereafter for as long as reasonably feasible, TTSD shall maintain the log cabin and related state historic designation (if that designation is granted) and shall allow the public reasonable access to the log cabin.

15. Possession. Seller shall place Purchaser in exclusive possession of the Property as of the Closing, subject to the life estate covering the Life Estate Parcel.

16. **Attorney Fees.** In the event an action is instituted to declare, interpret, or enforce this agreement, the prevailing party shall recover from the losing party costs and reasonable attorney fees (plus the expenses of expert witnesses and consultants involved in the prosecution or defense of such action) as set by the trial judge, and, in the event of an appeal, by the appellate courts.

17. **Notices.** Any and all notices hereunder shall be sufficient if furnished in writing and delivered either personally or by deposit in the United States mail as certified mail with the postage prepaid, addressed as follows:

Seller: A.R. Alberta Rider, Trustee
13630 ~~13040~~ S.W. Bull Mountain Road
Tigard, Oregon 97224

Purchaser: Tigard-Tualatin School District 23J
c/o Dr. Russell Joki and
Mr. George Fisher
13137 S.W. Pacific Highway
Tigard, Oregon 97223

18. **Expiration.** This agreement shall become void unless executed by Seller and Purchaser by 11:59 p.m. on Monday, May 12, 1997.

19. **Statutory Disclaimer.** THE PROPERTY MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND WHICH LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. 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 APPROVED USES AND EXISTENCE OF FIRE PROTECTION FOR STRUCTURES.

TIGARD-TUALATIN SCHOOL DISTRICT 23J, Purchaser

By _____
Chairperson of the Board

By _____
Superintendent

_____
Alberta Rider, Trustee of The Alberta Rider Trust, Seller

_____
Alberta Rider, Trustor of The Alberta Rider Trust, Seller

XBB0315A

Beginning at an iron in the center line of the County Road South 0°35' East 1238.5 feet and South 61°27' East 1028.5 feet from the ¼ corner on the North line of Section 9, Township 2 South, Range 1 West, of the Willamette Meridian, in the County of Washington and State of Oregon; thence South 00°56' East 2271.8 feet to an iron; thence North 89°52' East 403.87 feet to an iron; thence North 00°56' West 2052.1 feet to an iron in the center line of said County Road; thence in center line of said County Road South 85°47' West 21.9 feet to an iron; thence North 61°27' West 438.83 feet to the true point of beginning.

EXCEPTING THEREFROM that portion to George N. McBride and Virginia L. McBride, recorded July 18, 1966 in Book 608, page 204 more particularly described as follows:

Beginning at an iron pipe at the Southwest corner of the tract conveyed to Charles Rider and Alberta Rider, husband and wife, as described in Book 277, page 157, Deed Records, and which iron pipe is described as being South 0°35' East 1238.5 feet, South 61°27' East 1028.5 feet and South 0°56' East 2271.8 feet from the quarter section corner on the North line of Section 9, Township 2 South, Range 1 West, of the Willamette Meridian, in the County of Washington and State of Oregon; thence North 89°37' East 404.0 feet to an iron pipe at the Southeast corner of said Rider tract; thence North 0°53'20" West along the East line of said Rider tract 1335.6 feet to an iron rod at the Northwest corner of the tract conveyed to Harold S. Hirsch, et ux, as described in Book 425, page 584, Deed Records; thence South 89°37' West 403.47 feet to an iron pipe on the West line of said Rider tract; thence South 0°52' East along said West line 1335.57 East to the true point of beginning.

EXHIBIT A

FILE COPY
original

AMENDMENT TO PURCHASE AGREEMENT

DATE: Effective as of September 30, 1998

RECITALS

A. ALBERTA RIDER, as Trustee and/or Trustor of THE ALBERTA RIDER TRUST, ("Seller").

B. TIGARD-TUALATIN SCHOOL DISTRICT 23J ("Purchaser").

AGREEMENT

Purchaser agreed to buy from Seller property that is described in the Purchase Agreement dated May 5, 1997 and executed on the same date.

As part of the Purchase Agreement (Section 11 therein), Purchaser agreed to connect the two houses located on the property to a public sewer, at no cost to the Seller and with the full cooperation of the Seller.

Due to permit delays and design/cost problems, Purchaser has been unable to connect the sewer and has received Seller's verbal permission for time line extensions.

As a solution, Purchaser proposes the following, at no cost to Seller:

1) to rebuild Seller's septic tank drain lines for the two houses,

2) to inspect the septic tank vault and, if necessary, replace it,

3) to pump the septic tank vault annually,

4) to inspect gray water lines for the two houses and, if possible, connect them to the septic tank,

5) to inspect the sewer line from the rental house to the septic tank and, if necessary, replace it in part or in its entirety,

6) to maintain the septic tank, drain fields, and gray water system in its entirety in good working order, and

7) to connect the two houses to the public sewer line, if possible, at the time of construction of the Albera Rider School,

FILE COPY

Purchaser agrees to commence work immediately and to complete the project not later than October 30, 1998.

Notices: Any and all notices hereunder shall be sufficient if furnished in writing and delivered either personally or by deposit in the United States mail as certified mail with the postage prepaid by Purchaser, addressed as follows:

Seller: Alberta Rider, Trustee
13030 S.W. Bull Mountain Road
Tigard, Oregon 97224

By Alberta Rider
Alberta Rider, Trustee of THE ALBERTA RIDER TRUST, Seller

Dated: 9/28/98

Purchaser: Tigard-Tualatin School District 23J
c/o Dr. Russell Joki and
Mr. George Fisher
13137 S.W. Pacific Highway
Tigard, Oregon 97223

By Russell Joki
Russell Joki, Superintendent

Dated: 9/28/98

By Patricia Biggs
Patricia Biggs, Chairman of the Board

Dated: 9/29/98