

RESOLUTION NO. 643-25

A RESOLUTION OF THE TUALATIN DEVELOPMENT COMMISSION AUTHORIZING THE PURCHASE OF REAL PROPERTY AND ADMINISTRATOR TO EXECUTE DEED ACQUIRING THE MATTHIAS PROPERTY FOR INCLUSION AS PART OF THE CORA PLAN'S 18970 CATALYST PROJECT

WHEREAS, on November 28, 2022 the City Council adopted the Core Opportunity and Reinvestment Area (CORA) Plan; and

WHEREAS, the CORA Plan is a guiding document in the community's sustainability effort to strengthen the social, cultural, environmental, and economic vitality of central Tualatin by funding projects that improve property values, eliminate existing and future blight, and creates an active civic core; and

WHEREAS, Under Section VI – URBAN RENEWAL PROJECTS of the CORA Plan the “18970 Catalyst Project” is described as city-owned land with the intent of engaging in a public-private mixed-use project with attainable housing and commercial retail; and

WHEREAS, Under Section VIII – PROPERTY ACQUISITION AND DISPOSITION of the CORA Plan allows for the acquisition of property from willing sellers that are identified in the Plan; and

WHEREAS, the Urban Renewal / Economic Development Manager has negotiated a Purchase and Sale Agreement with property owner (Rick A. Matthias LLC), a willing seller of two parcels of real property located at 18925 SW 84th Ave., approximately 0.28 acres, identified as 2S124BC tax lots 4300 and 4400 (Matthias property); and

WHEREAS, the Tualatin Development Commission would like to purchase the Matthias Property to include as part of the 18970 Catalyst Project which would enhance and make redevelopment of the block more viable.

NOW THEREFORE, BE IT RESOLVED BY THE TUALATIN DEVELOPMENT COMMISSION OF THE CITY OF TUALATIN, OREGON, that:

Section 1. The Tualatin Development Commission hereby approves the purchase of real property located at 18925 SW 84th Ave. in Tualatin, 2S124BC tax lots 4300 and 4400 under the terms and conditions described in the Purchase and Sale Agreement attached hereto and incorporated by reference as Exhibit A.

Section 2. The Administrator is authorized to acquire and execute a deed in the amount of \$600,000 (six hundred thousand dollars) plus closing costs for the real property described in Section 1.

Section 3. The Administrator or Administrator's designee is hereby authorized to execute any and all documents and take further actions necessary to acquire the real property identified in Section 1, including executing all closing documents.

Section 4. This resolution is effective upon adoption.

INTRODUCED and ADOPTED by the Tualatin Development Commission this 8th day of December, 2025.

TUALATIN DEVELOPMENT COMMISSION

BY _____
Chairman

APPROVED AS TO FORM

ATTEST:

BY _____
City Attorney

BY _____
Administrator

EXHIBIT A

PURCHASE AND SALE AGREEMENT

DATED: December____, 2025

(the "Effective Date")
(the last date signed by both
parties below)

BETWEEN: Rick A. Matthias LLC

("Seller")

AND: Tualatin Development Commission,
an Oregon Municipal Corporation

("Buyer")

RECITALS

A. Seller is owner of approximately 0.28 gross acres of certain real property together with all the improvements thereon and all rights appurtenant thereto (including but not limited to access rights, timber rights, water rights, grazing rights, development rights and mineral rights) located in the Washington County, Oregon, commonly referred to as 18925 SW 84th Ave, Tualatin, OR 97062, Washington County Assessor's Tax Map and Lot 2S124BC04400 and 2S124BC04300 (the "Property"), which property is more particularly described on the attached Exhibit A (the "Property").

B. Buyer desires to purchase the Property from Seller, and Seller desires to sell the Property to Buyer, for the price and on the terms and conditions described in this Purchase and Sale Agreement (this "Agreement").

C. At Closing (hereinafter defined), upon payment of the full Purchase Price to Seller by Buyer, Seller will convey full legal title to the Property to Buyer.

TERMS

1. **Purchase and Sale.** Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, the Property upon the terms and conditions set forth below in this Agreement.

2. **Purchase Price.** The purchase price for the Property is SIX HUNDRED THOUSAND DOLLARS (\$600,000) payable as follows:

2.1 Balance of Purchase Price. Buyer shall deposit into escrow with Lawyers Title, 1455 SW Broadway, Suite 1400, Portland, OR 97201 (the "Title Company") the full amount of the Purchase Price on or before the Closing Date. At Closing, the balance of the Purchase Price shall be paid to Seller.

3. **Closing Date.** Closing (the "Closing Date" or "Closing") shall occur no later than January 9, 2026, after Buyer provides notice, in writing, that the conditions precedent to closing (set forth in Sections 6.1 and 6.2 below) are either satisfied or waived by Buyer, as provided therein. The Buyer, in its sole discretion, may extend closing an additional thirty (30) days beyond January 9, 2026 by providing notice in writing to the Seller. Closing will occur at the office of the Title Company.

4. **Buyer's Title Review.**

4.1 Title Report; Unacceptable Exceptions. Within ten (10) days after the Effective Date, Buyer shall obtain from the Title Company a preliminary title report on the Property, along with legible copies of all plats and exceptions documents referenced in such report (the "Title Report"). Buyer will have fifteen (15) days following the later of (i) the Effective Date or (ii) Buyer's receipt of the Title Report to review the Title Report and give Seller written notice of the exceptions listed in the Title Report that are unacceptable to Buyer (the "Unacceptable Exceptions"). Mortgages, delinquent taxes, or other financial obligations secured by the Property are automatically deemed Unacceptable Exceptions. If Buyer notifies Seller of its objection to any Unacceptable Exceptions, Seller will thereafter have fifteen (15) days to provide Buyer written notice stating whether Seller will (at Seller's sole cost and expense) cause such exceptions to be removed from the Title Policy issued to Buyer at Closing. If Seller refuses to remove any of the Unacceptable Exceptions and Buyer is not then satisfied with the condition of title, Buyer may elect to terminate this Agreement, in which event the Earnest Money shall be returned to Buyer.

4.2 Failure to Deliver Clean Title at Closing. If Seller fails to eliminate any Unacceptable Exception by the Closing Date, then Buyer may, without limiting any of its otherwise available remedies, elect to either (a) accept title to the Property subject to such exceptions, (b) refuse to accept the Property and terminate this Agreement, in which case the Earnest Money shall be refunded to Buyer, or (c) extend the Closing Date for a period of thirty (30) days to provide Seller with additional time to remove such exceptions. If Buyer elects option (c) and at the end of the 30-day period such exceptions have not been removed, Buyer may then elect to proceed in accordance with either option (a) or (b) described above. To the extent that an Unacceptable Exception is a monetary lien or financial obligation secured by the Property including but not limited to any farm and forest tax deferrals, the Title Company is hereby directed to pay off such lien or obligation to the extent that it can be satisfied by application of all or a portion of the Purchase Price delivered into escrow by Buyer at Closing.

4.3 Permitted Exceptions. All exceptions other than the Unacceptable Exceptions objected to by Buyer shall be deemed acceptable to Buyer (the "Permitted Exceptions"); provided, however, that in no event will mortgages, delinquent taxes, or other financial obligations secured by the Property be deemed Permitted Exceptions. Should the Title Company inform Buyer of any new title exceptions not appearing on the initial Title Report, such new exceptions shall be deemed Unacceptable Exceptions, unless specifically accepted in writing by Buyer.

5. Buyer's Due Diligence and Inspections.

5.1 Seller's Delivery of Documents. Buyer shall have a ninety (90) day period after the Effective Date to review documents, make inspections, and otherwise satisfy itself that the condition of the Property is satisfactory to it ("Due Diligence Period"). During the Due Diligence Period, Seller shall provide Buyer and its agents and consultants access to any records in Seller's possession that are pertinent and material to the Property ("Due Diligence Documents"). Seller shall also allow Buyer a reasonable time to copy (at Buyer's expense) any Due Diligence Documents that the Buyer would like to keep a record of which Due Diligence Documents shall be returned to Seller upon being copied. Seller makes no representation or warranty regarding the accuracy, completeness, or efficacy of the Due Diligence Documents, should any such Due Diligence Documents exist.

5.2 Property and Environmental Inspections. Buyer and its agents, including but not limited to consultants, surveyors, engineers, home inspectors, appraisers, and other professionals hired by Buyer, at Buyer's sole cost and expense shall have the right to access the Property upon one week notice (or less time as agreed upon by Seller) to conduct environmental studies (including but not limited to Phase 1 and Phase 2 Environmental Site Assessments), structural inspections, sewer and septic system sampling, asbestos and lead testing, and any other due diligence Buyer deems necessary. Seller shall cooperate with Buyer in making such inspections. Buyer and its agents will have the right to enter the Property at reasonable times before Closing to perform such surveys, analyses, studies, appraisals, and other due diligence that Buyer deems necessary. Any area disturbed by Buyer's inspections shall be restored by Buyer, at Buyer's sole costs and expense, to its pre-inspection condition. Buyer through Buyer's selected provider shall pay for an Environmental Site Assessment "Phase 1" at Buyer's sole cost and expense. If the "Phase 1" report indicates the recommendation for further site investigation, the costs of a "Phase 2" report shall therefore be borne by the Buyer at Buyer's sole cost and expense. In the event "Phase 3" remediation is necessary, the parties will mutually agree on the costs for "Phase 3" before the work is initiated. Buyer shall be named as the intended recipient and beneficiary of the "Phase 2" report and "Phase 3" work along with Seller. If Buyer determines a Phase 2 and/or Phase 3 costs or conditions are unacceptable, Buyer may terminate this Agreement and the Earnest Money will be promptly returned to the Buyer.

6. Conditions Precedent to Closing.

6.1 Conditions Precedent to Buyer's Obligations. In addition to any other conditions contained in this Agreement, the conditions set forth in this Section 6.1 must be satisfied prior to Buyer's obligation to acquire the Property. Buyer may waive the conditions in this Section 6.1 by written notice since these conditions are intended solely for Buyer's benefit. In the event any condition is not satisfied or waived on or before the time period indicated below, Buyer will have the right terminate this Agreement, in which event the Earnest Money shall promptly be returned to Buyer.

6.1.1 Tualatin Development Commission Approval. Prior to Closing, purchase of the Property must be approved by the Tualatin Development Commission.

6.1.2 Due Diligence and Inspection Results. Buyer must be satisfied, in its sole and absolute discretion, with its review of the Due Diligence Documents and the results of Buyer's inspections of the Property conducted under Section 5.2 above. If Buyer notifies Seller in writing prior to the end of the Due Diligence Period that Buyer is not satisfied with the Property due to the results of its due diligence and inspections under Section 5, the Due Diligence Period will be automatically extended for a period of thirty (30) days so that Seller and Buyer may address such results. Unless either an agreement to resolve Buyer's concerns or an agreement to create an additional extension period is reached after the end of the extended Due Diligence Period, this Agreement will automatically terminate and the Earnest Money shall be refunded to Buyer.

6.1.3 CORA Urban Renewal funding. Prior to Closing, Buyer shall execute an inter-fund loan between the Southwest Urban Renewal District ("SWURD") and the Core Opportunity and Reinvestment Area plan ("CORA").

6.1.4 Title. At Closing, the Title Company must be committed to issue to Buyer the Title Policy described below in Section 9. After the Purchase Price has been paid as set forth under Section 7.2.1 below, the Seller shall convey fee simple title to the Property as set forth in Section 7.1.1 below.

6.1.5 Representations, Warranties, and Covenants of Seller. Seller's representations, warranties, and covenants set forth in this Agreement shall be true and correct as of the Closing Date.

6.1.6 No Material Changes. At Closing, there shall have been no material adverse changes related to or connected with the Property.

6.1.7 Seller's Deliveries. Seller shall have timely delivered each item to be delivered by Seller pursuant to this Agreement, including (without limitation) the documents and materials described below in Section 7.1.

6.1.8 Delivery of Purchase Price and Required Documents. Closing and Seller's obligations with respect to the transactions contemplated by this Agreement are subject to Buyer's delivery to the Title Company on or before the Closing Date of (i) the balance of the Purchase Price and (ii) the documents and materials described below in Section 7.2.

6.2 Failure of Conditions. In the event any of the conditions set forth above in Sections 6.1 or 0 are not timely satisfied or waived for a reason other than the default of Buyer or Seller under this Agreement, then this Agreement, escrow, and the rights and obligations of Buyer and Seller hereunder shall terminate and the Earnest Money shall be returned to Buyer.

6.3 Cancellation Fees and Expenses. In the event the escrow terminates because of the nonsatisfaction of any condition, the Parties will equally split the cancellation charges required to be paid to the Title Company. In the event this escrow terminates because of Buyer's default, Buyer shall pay the cancellation charges required to be paid to the Title Company. In the event this escrow terminates because of Seller's default, Seller shall pay the cancellation charges required to be paid to the Title Company.

7. Deliveries to the Title Company.

7.1 By Seller. On or before the Closing Date, Seller shall deliver the following into escrow with the Title Company:

7.1.1 Deed. A Statutory Warranty Deed (the "Deed"), duly executed and acknowledged in recordable form by Seller, conveying the Property to Buyer free and clear of all liens and encumbrances except the Permitted Exceptions accepted by Buyer pursuant to Section 4.1 above. The Title Company's usual, preprinted exceptions (listed as General Exceptions 1-5 on the Title Report) shall not be listed as exceptions on the Deed.

7.1.2 Nonforeign Certificate. Seller represents and warrants that it is not a "foreign person" as defined in IRC §1445. Seller shall give Buyer a certification to this effect in the form required by that statute and related regulations.

7.1.3 Proof of Authority. Such proof of Seller's authority to enter into this Agreement and consummate the transaction contemplated hereunder, as may be reasonably required by the Title Company and/or Buyer.

7.1.4 Lien Affidavits. Any lien affidavits or mechanic's lien indemnifications as may be reasonably requested by the Title Company in order to issue the Title Policy.

7.1.5 Nonforeign Certificate. Seller represents and warrants that it is not a "foreign person" as defined in IRC §1445. Seller shall give Buyer a certification to

this effect in the form required by that statute and related regulations.

7.1.6 Proof of Authority. Such proof of Seller's authority to enter into this Agreement and consummate the transaction contemplated hereunder, as may be reasonably required by the Title Company and/or Buyer.

7.1.7 Lien Affidavits. Any lien affidavits or mechanic's lien indemnifications as may be reasonably requested by the Title Company in order to issue the Title Policy.

7.1.8 Other Documents. Such other fully executed documents and funds as are required of Seller to close the sale in accordance with this Agreement, including (without limitation) escrow instructions.

7.2 By Buyer. On or before the Closing Date, Buyer shall deliver the following into escrow with the Title Company:

7.2.1 Balance of the Purchase Price. The balance of the Purchase Price, in accordance with Section 2.2 above.

7.2.2 Proof of Authority. Such proof of Buyer's authority to enter into this Agreement and consummate the transaction contemplated hereunder, as may be reasonably required by the Title Company and/or Seller.

7.2.3 Other Documents. Such other fully executed documents and funds as are required of Buyer to close the sale in accordance with this Agreement, including (without limitation) escrow instructions.

8. **Title Insurance**. At Closing, Seller shall cause the Title Company to issue to Buyer a standard ALTA owner's title insurance policy in the full amount of the Purchase Price, insuring fee simple title vested in Buyer or its nominees, subject only to the Permitted Exceptions as established under Section 4 of this Agreement (the "Title Policy").

9. **Closing Costs**. Buyer shall pay for the Title Policy, all escrow fees, any real property transfer or excise taxes, all recording charges, and Seller's share of prorations pursuant to Section 10 below. Buyer and Seller each shall pay for its own legal and professional fees incurred. All other costs and expenses, if applicable, are to be allocated between Buyer and Seller in accordance with the customary practice in the county where the Property is located.

10. **Prorations and Taxes**.

10.1 Prorations. Any and all state, county, and/or city taxes for the current year, rents, or other income or operating expenses pertaining to the Property will be prorated between Seller and Buyer as of the Closing Date.

10.2 Taxes and Assessments. All taxes, assessments, and encumbrances including but not limited to any farm/forest tax deferrals, that will be a lien against the Property at Closing, whether or not those charges would constitute a lien against the Property at settlement, shall be satisfied by Seller at Closing. If Seller shall fail to do so, Buyer may pay any such tax, assessment, encumbrance or other charge and deduct an amount equal to any such payment from the Purchase Price.

11. **Seller's Representations and Warranties.** Seller hereby warrants and represents to Buyer the following matters and acknowledges that they are material inducements to Buyer to enter into this Agreement. Seller agrees to indemnify, defend, and hold Buyer harmless from all expense, loss, liability, damages and claims, including (without limitation) attorneys' fees, arising out of the breach or falsity of any of Seller's representations, warranties, and covenants. Seller warrants and represents to Buyer that the following matters are true and correct, and will remain true and correct through Closing:

11.1 Authority. Seller has full power and authority to enter into this Agreement (and the persons signing this Agreement for Seller, if Seller is not an individual, have full power and authority to sign for Seller and to bind it to this Agreement) and to sell, transfer and convey all right, title, and interest in and to the Property in accordance with this Agreement. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority, or other party is required.

11.2 Unrestricted Access. To Seller's knowledge, the Property has unrestricted, insurable vehicular access to a public road.

11.3 Hazardous Substances. For purposes of this Agreement, the term "Hazardous Substances" has the meaning defined in and includes those substances set forth in ORS 465.200. Seller warrants and represents as follows:

(a) Seller has not brought onto, stored on, buried, used on, emitted or released from, or allowed to be brought onto, stored on, buried, used on, emitted, released from, or produced or disposed of, from, or on the Property, any Hazardous Substances in violation of any environmental laws of the federal or state government; provided.

(b) To Seller's knowledge, the Property is materially in compliance with applicable state and federal environmental standards and requirements affecting it;

(c) Seller has not received any notices of violation or advisory action by regulatory agencies regarding environmental control matters or permit compliance with respect to the Property;

(d) Seller has not transferred, and to Seller's knowledge no other person has transferred, Hazardous Substances from the Property to another location that is not in compliance with applicable environmental laws, regulations, or permit requirements; and There are no proceedings, administrative actions, or judicial proceedings pending or, to Seller's knowledge, contemplated under any federal, state, or local laws regulating the discharge of hazardous or toxic materials or substances into the environment.

11.4 Encroachments. To Seller's knowledge (a) all structures and improvements, including any driveways and accessory structures, are wholly within the lot lines of the Property, (b) no existing building, structure, or improvement of any kind encroaches upon the Property from any adjacent property, and (c) there are no present or past discrepancies or disputes regarding the boundaries of the Property.

11.5 Rights and Contracts Affecting Property. Except for this Agreement, Seller has not entered into any other contracts for the sale of the Property, nor do there exist any rights of first refusal or options to purchase the Property. Except for those exceptions of record listed on the Title Report, Seller owns the Property in fee, free and clear of all liens, conditions, reservations, mortgages, leases, licenses, easements, prescriptive rights, permits, or other similar encumbrances. Seller has not sold, transferred, conveyed, or entered into any agreement regarding timber rights, mineral rights, water rights, "air rights," or any other development or other rights or restrictions relating to the Property, and to Seller's knowledge no such rights encumber the Property. There are no service contracts or other agreements pertaining to the Property that Seller will be required to assume at Closing.

11.6 Possession. Buyer shall take full possession of the Property on the Effective Closing Date.

11.7 Recitals. The statements and information set forth in the Recitals are true and correct.

11.8 No Legal Proceedings. There is no suit, action, arbitration, judgment, legal, administrative, or other proceeding, claim, lien, or inquiry pending or threatened against the Property or against Seller that could (a) affect Seller's right or title to the Property, (b) affect the value of the Property, or (c) subject an owner of the Property to liability.

11.9 Mechanic's and Other Liens. No work on the Property has been done or materials provided that would give rise to actual or impending mechanic's liens, private liens, or any other liens, against the Property.

11.10 Public Improvements or Governmental Notices. To Seller's knowledge, there are no intended public improvements which will result in the

creation of any liens upon the Property, nor have any notices or other information been served upon Seller from any governmental agency notifying Seller of any violations of law, ordinance, rule or regulation which would affect the Property.

11.11 **Breach of Agreements.** The execution of this Agreement will not constitute a breach or default under any agreement to which Seller is bound or to which the Property is subject.

11.12 **Bankruptcy Proceedings.** No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, or other proceedings are pending or, to Seller's knowledge, threatened against Seller, nor are any such proceedings contemplated by Seller.

12. **Condition of the Property Through Closing.** Seller further represents, warrants, and covenants that until this transaction is closed or escrow is terminated, whichever occurs first, Seller shall (a) maintain the Property in substantially the same condition as it was on the Effective Date, with no tree cutting, timber harvesting, or alteration of the Property in any way, (b) keep all existing insurance policies affecting the Property in full force and effect, (c) make all regular payments of interest and principal on any existing financing, if applicable, (d) comply with all government regulations, and (e) keep Buyer timely advised of any repair or improvement required to keep the Property in substantially the same condition as it was on the Effective Date.

13. **Buyer's Representations and Warranties.** In addition to any express agreements of Buyer contained herein, the following constitute representations and warranties of Buyer to Seller:

(a) Subject to the conditions stated herein, Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referred to herein and to consummate the transactions contemplated herein;

(b) Subject to the conditions stated herein, all requisite action has been taken by Buyer in connection with entering into this Agreement and the instruments referred to herein and the consummation of the transactions contemplated herein; and

(c) Subject to the conditions stated herein, the persons executing this Agreement and the instruments referred to herein on behalf of Buyer have the legal power, right, and actual authority to bind Buyer to the terms and conditions of this Agreement.

14. **Legal and Equitable Enforcement of This Agreement.**

14.1 **Default by Seller.** In the event Closing and the consummation of the transaction herein contemplated do not occur by reason of any default by Seller, Buyer shall be entitled to all its out-of-pocket expenses incurred in connection with

the transaction, and will have the right to pursue any other remedy available to it at law or equity, including the specific performance of this Agreement. Default by Buyer. In the event Closing and the consummation of the transaction herein contemplated do not occur by reason of any default by Buyer, Buyer and Seller agree that it would be impractical and extremely difficult to estimate the damages that Seller may suffer. Therefore, Buyer and Seller agree that a reasonable estimate of the total net detriment that Seller would suffer in the event that Buyer defaults and fails to complete the purchase of the Property is and will be an amount equal to the Earnest Money. This amount shall be Seller's sole and exclusive remedy (whether at law or in equity), and the full, agreed, and liquidated damages for the breach of this Agreement by Buyer. The payment of said amount as liquidated damages is not intended as a forfeiture or penalty. All other claims to damage or other remedies are hereby expressly waived by Seller. Upon default by Buyer, this Agreement will terminate and except as set forth in this section, neither party will have any further rights or obligations hereunder or to one another.

15. **Risk of Loss, Condemnation.** Seller bears the risk of all loss or damage to the Property from all causes, through the Closing Date, except those that are caused directly by the Buyer or its agents, which shall be the responsibility of the Buyer to remedy in a mutually agreeable manner. If, before the Closing Date, all or any part of the Property is damaged, destroyed, condemned, or threatened with condemnation, Seller shall give Buyer written notice of such event. Buyer may terminate this Agreement by giving written notice to Seller within fifteen (15) days following receipt by Buyer of written notice from Seller of such casualty or condemnation.

16. **Notices.** All notices required or permitted to be given must be in writing to the address set forth below or by email and will be deemed given upon (a) personal service or (b) deposit in the United States Mail, postage prepaid. All such notices shall be deemed received upon personal service, seven (7) business days after deposit in the United States Mail, postage prepaid, or one (1) day after deposit with a nationally recognized overnight courier service. Notice by email shall be deemed given and received by the recipient upon submittal of the email and receiving an automated email delivery receipt.

To Seller: Rick A. Matthias LLC
c/o Rick A. Matthias, Manager
17751 Wingville Lane
Baker City, Or 97814

To Buyer: Tualatin
Development
Commission
Attn: Sidaro Sin
18880 SW Martinazzi Avenue
Tualatin, OR 97062

The foregoing addresses may be changed by written notice, given in the same manner. Notice given in any manner other than the manners set forth above will be effective when received by the party for whom it is intended.

17. **Broker or Commission.** The Parties represent and warrant that there are no Brokers known or disclosed by Buyer or Seller; claims to the contrary must be verified in writing. In the event any person or entity asserts a claim for a broker's commission or finder's fee against one of the parties to this Agreement, then Seller shall indemnify, hold harmless, and defend Buyer from and against any such claim if based on any action, agreement, or representations made by Seller; and Buyer shall indemnify, hold harmless, and defend Seller from and against any such claim if based on any action, agreement, or representations made by Buyer.

18. **Further Actions of Buyer and Seller.** Buyer and Seller agree to execute all such instruments and documents and to take all actions pursuant to the provisions of this Agreement in order to consummate the purchase and sale contemplated and both parties shall use their best efforts to accomplish Closing in accordance with the provisions hereof.

19. Miscellaneous.

19.1 Partial Invalidity. If any term or provision of this Agreement or the application to any person or circumstance is, to any extent, found invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances, other than those to which it is held invalid or unenforceable, will not be affected thereby, and each such term and provision of this Agreement will be valid and be enforced in accordance with the law.

19.2 Waivers. No waiver of any breach of any covenant or provision contained herein will be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act will be deemed an extension of the time for performance of any other obligation or act.

19.3 Survival of Representations. The covenants, agreements, representations, and warranties made herein, including all provisions in the Recitals, specifically those obligations that explicitly state they will survive closing, will not merge into the Deed upon recordation in the official real property records.

19.4 Entire Agreement. This Agreement (including any exhibits attached to it) is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter of this Agreement and supersedes all prior understandings with respect to it. This Agreement may not be modified or terminated, nor may any obligations under it be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.

19.5 Time of Essence. Seller and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to every term, condition, obligation, and provision contained in this Agreement. Unless otherwise specified herein, in computing any period of time described in this Agreement, whenever a date for an action required to be performed falls on a Saturday, Sunday, or a state or federal holiday, then such date shall be extended to the following business day.

19.6 Recitals. The statements and information set forth in the Recitals are hereby incorporated as if fully set forth herein and shall be used for the purposes of interpreting this Agreement.

19.7 Governing Law. The parties acknowledge that this Agreement has been negotiated and entered into in the state of Oregon. The parties expressly agree that this Agreement is governed by and should be interpreted in accordance with the laws of the state of Oregon.

IN WHEREOF, the parties have executed this Agreement effective as of the last date of signature specified below.

BUYER:
Tualatin
Development
Commission

SELLER:
Rick A. Matthias LLC
c/o Rick A. Matthias, Manager
17751 Wingville Lane
Baker City, Or 97814

By: Sherilyn Lombos
Administrator

By: Rick A. Matthias, Manager

Date: _____

Date: _____

EXHIBIT "A"

Lots 1 and 3, Block C, TUALATIN GROVE TRACT, in the City of Tualatin, County of Washington and State of Oregon.

EXCEPTING THEREFROM that portion granted to the City of Tualatin for the use of the public as a right-of-way, recorded May 3, 2005 as [Document No. 2005-049410](#), Washington County Records.