

# SOUTHERN OREGON UNIVERSITY

## **Bid Solicitation Package**

ADMINISTRATOR: Southern Oregon University  
PHONE : (541) 552-8055  
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### **Henry Street Property**

ISSUE DATE: **May 6th, 2025**  
Bid Solicitation DUE DATE: **June 12<sup>th</sup>, 2025**

Web Viewers Note: There may be attachments to this Bid Solicitation.  
Please contact [generalcounsel@sou.edu](mailto:generalcounsel@sou.edu) to obtain any necessary attachments.

**NO ORAL BIDS WILL BE ACCEPTED**

**NO LATE BIDS WILL BE ACCEPTED**

**Online Submittal Location:**  
<https://sou.bonfirehub.com/portal>

**Email Submissions:**  
[generalcounsel@sou.edu](mailto:generalcounsel@sou.edu)

## **SCHEDULE OF EVENTS**

Bid Solicitation Date .....	<b>May 6<sup>th</sup>, 2025 5:00 PM</b>
SOU Pre-Bid Meeting and Tour .....	<b>May 19<sup>th</sup>, 2025 1:00 PM – 3:00 PM</b>
Deadline for Bidder Questions .....	<b>May 22<sup>rd</sup>, 2025 3:00 PM</b>
Deadline for SOU Response to Questions .....	<b>May 27<sup>th</sup>, 2025 3:00 PM</b>
<b>Request for Bid Solicitation Due Date.....</b>	<b>June 12<sup>th</sup>, 2025 3:00 PM</b>

Any changes to schedule dates will be posted on the website <https://sou.bonfirehub.com/portal>

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## **I. Introduction and Background**

### **Overview**

Prime Residential Use Development property for sale in Ashland, Oregon. Approximately 3.42 acres of low-density multiple-family zoned property.

The property is adjacent to Southern Oregon University in the heart of Ashland, which was recently named “[America’s Coziest College Town](#)” by The Travel.com as well as a top [10 U.S. Bike Town in the United States](#) by Outside Magazine.

Located in the scenic Rogue Valley, Ashland is one of the most sought-after destinations in Oregon. Its easy access to the world-caliber [Oregon Shakespeare Festival](#), art galleries, farm-to-table restaurants, and wineries as well as its hiking and biking trails, ski resort, and near-by rivers and lakes for boating and water play, make Ashland a beloved location to residents and visitors alike.

The University, although not required to do so, has made the decision to accept bids for the property to maximize the value for Oregonians. The University is looking for traditional cash offers, but is open to creative offers that may generate revenue and serve to address both the short-term and long-term financial needs of the University. The University is not obligated to accept any of the bids submitted.

# **SOUTHERN OREGON UNIVERSITY**

## **II. Instructions to Bidders**

All bids are subject to the provisions and requirements of the applicable Oregon Revised Statutes, Oregon Administrative Rules, and Southern Oregon University Policies.

- 1) Pre-Bid Meetings/Tour – University will hold one (optional) pre-bid meeting and property tour. There will be an option to attend the Pre-Bid meeting over Zoom by RSVP'ing to the [generalcounsel@sou.edu](mailto:generalcounsel@sou.edu). This will be followed by a brief tour of the underlying property. Note, bidders must provide their own transportation to and from the sales property.
  - a. The Pre-Bid Meeting will be held from 1:00 PM to 2:00 PM at the Gallery (Room 323) in the SOU Stevenson Union on Monday, May 19<sup>th</sup> 2025. Please refer to Attachment E for directions and maps of the location.
- 2) Bids – The University will begin receiving bids on Friday, May 30<sup>th</sup> 2025, and they must be submitted as described below.
- 3) Bid Package Updates - Updates and disclosures related to the bid documents or any other pertinent information will be uploaded to the bid package website, and an email will be sent to all registered bidders.
- 4) Bid End Date – The University will no longer accept bids on the property after 3:00 p.m. on Thursday, June 12<sup>th</sup> 2025.

### **BID PREPARATION**

**BID FORMAT:** Bids must be submitted as indicated in the Bid Solicitation instructions.

#### **NO ORAL OR FACSIMILE BIDS WILL BE ACCEPTED.**

**ADDENDA:** Only documents issued as addenda by the SOU Office of the General Counsel serve to change the Bid Solicitation in any way. No other direction received by the bidders, written or verbal, serves to change the Bid Solicitation document. NOTE: IF YOU HAVE SUBMITTED A BID SOLICITATION, YOU SHOULD CONSULT THE BONFIRE WEBSITE TO ASSURE THAT YOU HAVE NOT MISSED ANY ADDENDA ANNOUNCEMENTS. BIDDERS ARE NOT REQUIRED TO RETURN ADDENDA WITH THEIR BID SOLICITATION. HOWEVER, BIDDERS ARE RESPONSIBLE TO MAKE THEMSELVES AWARE OF, OBTAIN AND INCORPORATE ANY CHANGES MADE IN ANY ADDENDA ISSUED, AND TO INCORPORATE ANY CHANGES MADE BY ADDENDUM INTO THEIR FINAL BID. FAILURE TO DO SO MAY, IN EFFECT, MAKE THE BIDDER'S BID NON-RESPONSIVE, WHICH MAY CAUSE THE BIDDER'S BID TO BE REJECTED.

**DEVIATIONS:** Any deviation from Bid Solicitation specifications or terms and conditions may result in bid rejection.

**SIGNATURE ON BID:** Signature on these documents certifies that the bid is made without connection with any person, firm or corporation making a bid for the same bid and is in all respects fair and without collusion or fraud.

**BID MODIFICATION:** Bids, once submitted, may be modified in writing before the time and date set for bid closing. Any modifications must contain a copy of the previous bid and clearly identify any new changes. The modifications should be also prepared on company letterhead, signed by an authorized representative, and state that the new document supersedes or modifies the prior bid. Bidders may not modify bids after bid closing time.

**BID WITHDRAWALS:** Bids may be withdrawn in writing on company letterhead signed by an authorized representative and received by the SOU Office of the General Counsel prior to bid closing time. Bids may also be withdrawn in person before bid closing time upon presentation of appropriate identification.

**CANCELLATION:** SOU reserves the right to cancel or postpone this Bid Solicitation at any time or to award no contract and to do so for any reason.

**REQUESTS FOR CLARIFICATION:**

No information obtained in any conversation with any SOU personnel will serve to change the requirements of the Bid Solicitation.

Requests for clarification submitted to anyone other than the SOU representative listed below may not be considered. SOU is not responsible for requests that are not submitted by the due date and time specified in the [Schedule of Events](#).

Requests for Clarification/Alternative Method Delivery to:

Southern Oregon University  
Office of the General Counsel  
1250 Siskiyou Blvd  
Ashland, OR 97520  
E-Mail: [generalcounsel@sou.edu](mailto:generalcounsel@sou.edu)  
Voice: (541) 552-8055

**REQUIRED SUBMITTALS:** It is the bidder's sole responsibility to submit information in fulfillment of the requirements of this Bid Solicitation. If pertinent information or required submittals are not included within the bid, it may cause the bid to be rejected or have an adverse impact on evaluation.

**BID SUBMISSION:** Bids may be submitted to the SOU Office of the General Counsel in one of the following methods. No oral or telephone quotes will be accepted. Bid submission shall include a proposed price, and must identify and include a redline of any proposed contract modifications upon bid submission.

**Preferred Method.** Complete bids (including all attachments) may be submitted online at <https://sou.bonfirehub.com/portal>. The bids must be electronically received by the Closing Date and Time indicated by the Schedule of Events.

**Alternative Method.** An original and electronic copy (on alternative electronic storage device) of the complete bid may be hand-delivered to the SOU Office of the General Counsel per the contact information provided above prior to the Closing Date and Time indicated by the Schedule of Events. The envelope/package containing the response must be clearly marked "Response to Bid Solicitation-Henry Street Property."

**PRIOR ACCEPTANCE OF DEFECTIVE BIDS:** Due to limited resources, SOU generally will not completely review or analyze bid responses which on their faces fail to comply with the requirements of the bid documents or which clearly are not the best bids, nor will SOU generally investigate the references or qualifications of those who submit such bid responses. Therefore, the return of a bid response, nor acknowledgment that the selection is complete operates as a representation by SOU that an unsuccessful response was complete, sufficient, or lawful in any respect.

**BID ACCEPTANCE:** Upon receipt of an agreement to consummate the transaction by SOU, the Buyer shall have ten business days to negotiate and execute a final agreement.

**PUBLIC RECORD:** Upon completion of the Bid Solicitation process, information in your bid will become subject records under the Oregon Public Records Law.

**LEGAL REVIEW:** Prior to execution of any Contract resulting from this Bid Solicitation, the Contract may be reviewed by a qualified attorney for SOU pursuant to the applicable Oregon Revised Statutes, Oregon Administrative Rules, and SOU policies. Legal review may result in changes to the terms and conditions specified in the Request for Bid, Exhibits, and Addenda.

## ATTACHMENT A

### SAMPLE CONTRACT

#### REAL PROPERTY PURCHASE AND SALE AGREEMENT

This Real Property Purchase and Sale Agreement (this “Agreement”) is entered into effective as of \_\_\_\_\_, 202\_\_ (the “Effective Date”), by and between SOUTHERN OREGON UNIVERSITY, an Oregon public university established under Chapter 352 of the Oregon Revised Statutes (“Seller”), and \_\_\_\_\_, an [Oregon [entity form]] [individual resident of the State of Oregon] (“Buyer”).

#### BACKGROUND

Seller owns certain real property located within the Southern Oregon University District zone, which zoning applies to all properties included in Seller’s approved master plan (the “Master Plan”). Seller has submitted a proposed amendment to the Master Plan (the “MP Amendment”) to the City of Ashland, Oregon (the “City”), and if the MP Amendment is approved by the City, then such real property will be removed from the Master Plan and re-zoned as R-3, and Seller will have the right to sell the real property to Buyer as further described in this Agreement. There are no guarantees that the City will approve the Master Plan as submitted. In anticipation of the City’s approval, either in whole or in part, of the MP Amendment, Seller has issued bid solicitations to elicit bids to acquire those parcels of real property that will be removed from the Southern Oregon University District zone and will be available for sale pursuant to the terms in this Agreement.

#### AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. Definitions. The following terms used in this Agreement have the following meanings:

1.1 “Affiliate” means any party that controls, is controlled by or is under common control with another party.

1.2 “Business Day” means any day other than a Saturday, Sunday or other day on which banking institutions in the state where the Property is located are authorized by law or executive action to close.

1.3 “Escrow” means the escrow account established by Buyer and Seller with the Title Company, for purposes of holding and disbursing the Deposit and executing the Closing in accordance with the provisions hereof.

1.4 “Feasibility Period” means the period between the Effective Date and 5:00 p.m. Pacific Time on the date that is thirty (30) calendar days after the Effective Date.



1.5 “Permitted Exceptions” shall mean and include all of the following: (a) any matters deemed to constitute Permitted Exceptions under Section 4.4, (b) any matters created by or with the prior written consent of Buyer, and (c) all of the standard printed exceptions in the policy jacket but excluding any Schedule B general exceptions that are typically removed from an ALTA extended coverage owners title policy.

1.6 “Person” means an individual, corporation, partnership, unincorporated association, trust, joint venture or other organization or entity, including a governmental entity or any department, agency or political subdivision of such entities.

1.7 “Personal Property” means all personal property, construction materials, supplies, fixtures, equipment and other tangible property of every kind, character and description owned by Seller that is located on or attached to the Real Property at Closing.

1.8 “Real Property” means the real property legally described on Exhibit A, together with the buildings and other improvements located on such real property, and all rights, privileges, interests, licenses, claims, easements, benefits, covenants, conditions and servitudes of any type or nature that are appurtenant thereto.

1.9 “Required Removal Exceptions” shall mean, collectively, (a) mortgage or deed of trust liens and all other monetary liens against the Property; (b) title matters created by Seller, and its agents or affiliates, in violation of the terms of this Agreement after the Effective Date; (c) real estate tax liens, other than liens for taxes and assessments not yet due and payable; and (d) any exception to title that Seller has agreed to remove pursuant to the terms of Section 4.4.1.

1.10 “Title Commitment” shall mean a commitment to issue an owner’s policy of title insurance with respect to the Property issued by the Title Company.

1.11 “Title Company” means First American Title Company, located at 1225 Crater Lake Avenue, Suite 101, Medford, Oregon. The Escrow Officer shall be Lori Billings.

1.12 The following terms are defined in the corresponding sections of this Agreement:

“ <u>Agreement</u> ”	Preamble
“ <u>Applicable Environmental Laws</u> ”	Section 5.7
“ <u>Applicable Laws</u> ”	Section 5.7
“ <u>Buyer</u> ”	Preamble
“ <u>Buyer Parties</u> ”	Section 4.2
“ <u>City</u> ”	Background
“ <u>Claims</u> ”	Section 4.2
“ <u>Closing</u> ”	Section 8.1
“ <u>Closing Date</u> ”	Section 8.1
“ <u>Deposit</u> ”	Section 3.2
“ <u>Due Diligence Materials</u> ”	Section 4.1
“ <u>Effective Date</u> ”	Preamble
“ <u>ERISA</u> ”	Section 6.5
“ <u>Escrow Agent</u> ”	Section 8.2.1

<u>“Independent Contract Consideration”</u>	Section 3.4
<u>“Initial Deposit”</u>	Section 3.1
<u>“Master Plan”</u>	Background
<u>“MP Amendment”</u>	Background
<u>“OFAC”</u>	Section 5.10
<u>“OFAC Laws”</u>	Section 5.10
<u>“Order”</u>	Section 5.10
<u>“Purchase Price”</u>	Section 3.3
<u>“Rejection Notice”</u>	Section 4.3
<u>“Second Deposit”</u>	Section 3.2
<u>“Seller”</u>	Preamble

## 2. Purchase and Sale of Property; Escrow.

2.1 Property Purchased. Subject to the terms and conditions of this Agreement, on the Closing Date, Seller will sell and transfer to Buyer good and marketable title to the Property, free and clear of all liens, liabilities, debts, claims, rights, interests and encumbrances, other than those leases and contracts that first arise after the Closing, and Buyer will purchase the same from Seller.

2.2 Escrow. Within three (3) Business Days after the Effective Date, the parties shall deposit an executed counterpart of this Agreement into Escrow, and this instrument shall serve as the instructions to the Escrow Agent for consummation of the purchase and sale contemplated hereby. Seller and Buyer agree to execute such reasonable additional and supplementary escrow instructions as may be appropriate to enable the Escrow Agent to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement shall control.

## 3. Purchase Price and Payment.

3.1 Initial Deposit. Buyer shall deliver [ ] (\$[#####]) (the “Initial Deposit”) into Escrow by wire transfer of immediately available funds within three (3) Business Days after the Effective Date. Upon receipt of the Initial Deposit, the Escrow Agent administering Escrow shall deposit the same in an interest-bearing account.

3.2 Second Deposit. Unless Buyer has elected to terminate this Agreement, Buyer shall deposit into Escrow by wire transfer of immediately available funds an additional [ ] (\$[#####]) (the “Second Deposit”) prior to the expiration of the Feasibility Period. The First Deposit and the Second Deposit are jointly referred to herein as the “Deposit.”

If the Closing occurs, the Deposit shall be credited towards Buyer’s payment of the Purchase Price.

3.3 Purchase Price. The Purchase Price for the Property is [ ] (\$[#####]) (the “Purchase Price”), as so adjusted for prorated items as described in this Agreement. On the Closing Date, Buyer shall deliver the Purchase Price less the Deposit by wire

transfer of immediately available funds to Escrow. The Purchase Price may be adjusted in accordance with Sections 12 and 14.2.

3.4 [Independent Consideration. [ ] (\$[#####]) (the “Independent Contract Consideration”) of the Deposit has been bargained for and agreed to as consideration for Buyer’s exclusive right to purchase the Property and the Feasibility Period provided hereunder, and for Seller’s execution and delivery of this Agreement. The Independent Contract Consideration shall be immediately disbursed by the Escrow Agent to Seller and shall be non-refundable to Buyer under any circumstances, notwithstanding the fact that this Agreement may otherwise provide for the Deposit to be refunded to Buyer.]

#### 4. Due Diligence.

4.1 Buyer’s Due Diligence. It is the sole responsibility of Buyer to conduct its own due diligence in respect to the Property, and in connection therewith, Buyer shall rely solely on its own independently developed or verified information regarding the Property. Seller has no surveys, studies, reports or other material related to the Property’s condition or suitability for any purpose. Seller has no obligation to disclose or provide: (a) materials that would disclose Seller’s cost of acquisition of the Property, or cost of construction of any improvements and related soft costs, (b) any reports, presentations, summaries and the like prepared for any of Seller’s boards, committees, partners or investors in connection with its consideration of the acquisition of the Property, construction of any improvements or sale of the Property, (c) any proposals, letters of intent, draft contracts or the like prepared by or for other prospective purchasers of the Property or any part thereof, (d) Seller’s internal memoranda, attorney-client privileged materials, appraisals, and property condition reports, and (e) any information which is the subject of a confidentiality agreement between Seller and a third party.

4.2 Access. Seller hereby grants to Buyer and its officers, employees, agents and contractors (collectively, the “Buyer Parties”) the non-exclusive right to enter upon the Real Property at any reasonable times (but after at least 24 hours prior notice to Seller) until the Closing Date or the earlier termination of this Agreement for purposes of conducting all necessary, in Buyer’s sole discretion, inspections, studies, tests and surveys. Seller has the right, but not the obligation, to accompany the Buyer Parties while on the Real Property, and Buyer agrees to promptly repair, at its expense, any damage to the Real Property or the Personal Property, as applicable, caused by any of the Buyer Parties. Buyer further agrees to indemnify, defend and hold Seller harmless for, from and against any and all claims, liens, damages, liabilities, losses and causes of action (including reasonable attorney fees and costs at trial and on appeal) (collectively referred to in this Section 4.2, “Claims”) that may be asserted against Seller or the Real Property as a result of any activities undertaken by any of the Buyer Parties while on the Real Property; provided, however, that Buyer’s indemnity and defense obligation shall not extend to protect Seller from any Claims to the extent such Claim is attributable to the acts or omissions of Seller, its officers, directors, members, managers, principals, employees, contractors, representatives or agents or is due to pre-existing conditions on the Real Property merely discovered by Buyer.

4.3 Feasibility Period. Buyer shall have the absolute right and responsibility, during the Feasibility Period, to make the determination in Buyer’s sole and absolute discretion whether the Property is acceptable to Buyer (and to proceed to Closing subject to the other terms

and conditions of this Agreement). Prior to the Closing Date or the earlier termination of this Agreement, Buyer shall have the right to contact all government agencies and all other persons or entities who are parties to any agreement with respect to the Property. If Buyer, in its sole and absolute discretion, provides Seller with written notice at any time prior to the expiration of the Feasibility Period that Buyer is not satisfied with its due diligence and is accordingly terminating this Agreement (“Rejection Notice”), this Agreement shall terminate and neither Seller nor Buyer shall have any liability hereunder except for those obligations which expressly survive the termination of this Agreement, and the Deposit (less the Independent Contract Consideration) shall be promptly returned to Buyer. In the event Buyer does not timely provide a Rejection Notice to Seller, Buyer shall be deemed to have waived its rights to terminate this Agreement in accordance with this Section 4.3. In the event that Buyer is entitled to a return of the Deposit, the parties will promptly instruct the Title Company in writing to return the Deposit (less the Independent Contract Consideration) to Buyer.

4.4 Seller’s Title to the Real Property. Within five (5) Business Days following the Effective Date, Buyer shall order: (a) the Title Commitment, and (b) copies of all documents referred to on Schedule B of the Title Commitment as exceptions to coverage. Upon receipt of such items, if requested by Seller, Buyer shall provide copies thereof to Seller. At any time prior to the expiration of the Feasibility Period, Buyer shall have the right to object in writing to any title matters that appear on the Title Commitment and any updates thereto (whether or not such matters constitute Permitted Exceptions). In addition, after the expiration of the Feasibility Period, Buyer shall have the right to object in writing to any title matters which are not Permitted Exceptions only if (i) such matters result from an encumbrance first appearing on any update to the Title Commitment issued after the expiration of the Feasibility Period, (ii) such matters are initially filed in the applicable land records after the effective date of the Title Commitment, and (iii) such objection is made by Buyer within three (3) Business Days after such updated Title Commitment is received by Buyer (but, in any event, prior to the scheduled Closing Date). Unless Buyer is entitled to and timely objects to such title matters, all such title matters shall be deemed to constitute additional Permitted Exceptions.

4.4.1 With respect to any title objections that are not Required Removal Exceptions, Seller may elect (but shall not be obligated) to remove or cause to be removed any such exceptions to title and Seller may notify Buyer in writing within three (3) Business Days after receipt of Buyer’s notice of Buyer’s title objections (but, in any event, prior to the Closing Date) whether Seller elects to remove the same. Failure of Seller to respond in writing within such period shall be deemed an election by Seller not to remove Buyer’s title objections. If Seller elects or is deemed to have elected not to remove one or more of Buyer’s title objections, then, within three (3) Business Days after Seller’s election (but, in any event, prior to the Closing Date), Buyer may elect in writing to either (a) terminate this Agreement, in which event the Deposit shall be promptly returned to Buyer and, thereafter, the parties shall have no further rights or obligations hereunder except for obligations which expressly survive the termination of this Agreement, or (b) waive such title objections and proceed to Closing without any reduction of or credit against the Purchase Price. Failure of Buyer to respond in writing within such period shall be deemed an election by Buyer to waive such title objections and proceed to Closing. Any such title objection so waived (or deemed waived) by Buyer shall constitute a Permitted Exception.

4.4.2 If this Agreement is not terminated by Buyer in accordance with the provisions hereof, Seller shall, at Closing, remove all Required Removal Exceptions at its sole cost and expense, including without limitation, all prepayment fees and/or defeasance costs and expenses. Seller may use any portion of the Purchase Price to satisfy any Required Removal Exceptions that exist as of the Closing Date; provided that, Seller shall cause the Title Company to remove the same. If Seller is unable to remove any Required Removal Exceptions prior to the Closing, Buyer may at Closing elect to either (a) exercise Buyer's rights under Section 14.14, or (b) accept such exceptions to title and the Closing shall occur as herein provided without any reduction of or credit against the Purchase Price.

5. Representations and Warranties of Seller. Seller represents and warrants to Buyer as of the Effective Date and the Closing Date as follows:

5.1 Corporate Existence and Power. Seller is a public university pursuant to Oregon Revised Statutes, Chapter 352, with a governing board, duly created and validly existing under the laws of the State of Oregon. Seller has full power and authority to own, operate, and sell the Property.

5.2 Authorization. The execution of this Agreement and the consummation of the transactions contemplated by this Agreement are within the power of Seller and have been duly authorized and approved by all necessary action. This Agreement constitutes a valid and binding agreement of Seller in accordance with its terms.

5.3 Validity of Contemplated Transaction. Neither the execution and delivery of this Agreement nor the consummation of the transactions provided for in this Agreement violate any agreement to which Seller is a party or by which Seller is bound, or any law, order, or decree or any provision of any Seller's governing documents.

5.4 Condemnation. Seller has received no written notice of any pending or contemplated condemnation actions with respect to the Real Property. Seller has received no written notice of any pending or contemplated special assessments with respect to the Real Property.

5.5 Bankruptcy. There are no attachments, executions, assignments for the benefit of creditors or voluntary or involuntary proceedings in bankruptcy or under any other debtor relief laws contemplated by a pending or threatened action or suit against Seller.

5.6 Possession. To Seller's knowledge, there are no parties in possession of any portion of the Real Property as lessees, tenants at sufferance or trespassers.

5.7 Compliance with Laws. Seller has received no written notice from any governmental authority of any violation of any applicable law, statute, ordinance, rule, regulation, order or determination of any governmental authority affecting the Real Property (hereinafter sometimes collectively called "Applicable Laws"), including without limitation any Applicable Laws pertaining to health, safety or the environment (such Applicable Laws as they now exist or are hereafter enacted and/or amended hereinafter sometimes collectively called "Applicable Environmental Laws").

5.8 No Seller Contamination. To Seller's knowledge, Seller has not caused any hazardous substance, waste or material to be used, generated, stored or disposed of on or transported to or from the Real Property in violation of any Applicable Law prior to or during the period in which Seller has owned the Real Property. For the purposes of this section, "hazardous substance, waste, or material" means all petroleum-based products, radon, asbestos, PCBs, and all substances, wastes, and materials that are so defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, the Resource Conservation and Recovery Act of 1976, and the Hazardous Materials Transportation Act.

5.9 Litigation Proceedings. There is no litigation pending with respect to the Property or Seller which impairs Seller's ability to perform its obligations under this Agreement.

5.10 OFAC. Seller and all beneficial owners of Seller are in compliance with the requirements of Executive Order No. 13224, 66 Fed Reg. 49079 (September 25, 2001) (the "Order") and other similar requirements contained in the rules and regulations of the Office of Foreign Asset Control ("OFAC") of the U.S. Department of the Treasury and in any enabling legislation or other Executive Orders in respect thereof (the Order and such other rules, regulations, legislation, or orders are collectively called the "OFAC Laws").

5.11 Survival of Representations and Warranties. The representations and warranties of Seller contained herein or in any closing documents shall survive for a period of twenty-four (24) months after the closing. Any claim which Buyer may have against Seller for a breach of any such representation or warranty, whether such breach is known or unknown, which is not specifically asserted by written notice to Seller within such twenty-four (24) month period shall not be valid or effective, and Seller shall have no liability with respect thereto.

6. Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows as of the Effective Date and the Closing Date:

6.1 Existence. Buyer is a[n] [limited liability company duly organized and validly existing under the laws of the State of \_\_\_\_\_][individual resident of the state of \_\_\_\_\_]. Buyer has all requisite power and authority to enter into this Agreement and perform its obligations under this Agreement.

6.2 Authorization. The execution, delivery, and performance of this Agreement have been duly authorized and approved by Buyer, and this Agreement constitutes a valid and binding agreement of Buyer in accordance with its terms.

6.3 No Conflicts. Neither the execution of this Agreement nor the completion of the transaction contemplated by this Agreement conflicts with, or results in a breach of, any material contract to which Buyer is a party.

6.4 Bankruptcy. There are no attachments, executions, assignments for the benefit of creditors or voluntary or involuntary proceedings in bankruptcy or under any other debtor relief laws contemplated by a pending or threatened action or suit against Buyer or its partners, shareholders, investors, affiliates, or principals.

6.5 ERISA. Buyer is not a party in interest with respect to any employee benefit or other plan within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), or of Section 4975(e)(1) of the Code, which is subject to ERISA or Section 4975 of the Code and which is an investor in Seller.

6.6 OFAC. Buyer and all beneficial owners of Buyer are in compliance with the requirements of the Order and other similar requirements contained in the rules and regulations of OFAC and in any other OFAC Laws.

**6.7 AS IS. BUYER ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PROPERTY IS BEING SOLD IN ITS “AS IS WITH ALL FAULTS” BASIS AND THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BUYER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM SELLER, ANY SELLER RELATED PARTIES, OR THEIR AGENTS OR BROKERS, OR ANY OTHER PERSON ACTING OR PURPORTING TO ACT ON BEHALF OF SELLER AS TO ANY MATTERS CONCERNING THE PROPERTY.**

7. Covenants.

7.1 Seller’s Covenants.

7.1.1 Preservation. Between the Effective Date and the Closing Date, Seller agrees to keep its customary property insurance covering the Property in effect until the Closing (provided, however, that the terms of any such coverage maintained in blanket form may be modified as Seller deems necessary). Seller shall use commercially reasonable efforts to maintain all improvements substantially in their present condition (ordinary wear and tear excepted), and shall operate and manage the Property in a manner consistent with Seller’s practices in effect prior to the Effective Date.

7.1.2 Litigation or Other Proceedings During Interim Period. Seller will promptly advise Buyer in writing of the commencement or threat against Seller of any claim, litigation, proceeding, or tax audit that relates to or affects the Real Property or the other Property.

7.1.3 Exclusive Rights. Prior to the earlier to occur of the Closing Date or the termination of this Agreement by Buyer or Seller in accordance with the terms hereof, Seller will not enter into discussions or negotiations with any other party with a view to a sale of all or some of the Property or any business combination that would affect title to the Property.

8. Closing.

8.1 Closing Date and Location. Subject to the satisfaction or waiver of the conditions described in Section 9 of this Agreement, the closing of the purchase and sale of the Property (the “Closing”) will occur on a date designated by Buyer, upon not less than seven (7) days’ advance written notice to Seller, which the parties anticipate to be on or about \_\_\_\_\_ (the “Closing Date”). The Closing will be effected through the Title Company.

8.2 Closing Mechanics.

8.2.1 The parties shall conduct an escrow-style closing through the Title Company (the “Escrow Agent”) so that it will not be necessary for any party to attend the Closing in person.

8.2.2 Provided all conditions precedent to Seller’s obligations hereunder have been satisfied, Seller agrees to convey the Property to Buyer upon confirmation of receipt of the Purchase Price by the Escrow Agent as set forth below. Provided all conditions precedent to Buyer’s obligations hereunder have been satisfied, Buyer agrees to pay the amounts specified in Section 3 by timely delivering the same to the Escrow Agent no later than 1:00 p.m. Pacific Time on the Closing Date and unconditionally authorizing and directing the Escrow Agent no later than 3:00 p.m. Pacific Time on the scheduled Closing Date to deposit the Purchase Price in Seller’s designated account.

8.2.3 The items to be delivered by Seller or Buyer in accordance with the terms of Section 8.4 or Section 8.5 shall be delivered to Escrow Agent no later than 5:00 p.m. Pacific Time on the last Business Day prior to the Closing Date except that (a) any keys or original documents shall be delivered by Seller at the Property on the Closing Date, and (b) the Purchase Price shall be delivered by Buyer in accordance with the terms of Section 8.2.2.

### 8.3 Prorations; Adjustments.

#### 8.3.1 At Closing.

8.3.1.1 Generally. The operation of the Real Property, and related income and expenses up to the close of business on the Closing Date will be for the account of Seller and thereafter for the account of Buyer. There are no contemplated Expenses to be prorated. Seller shall pay all electrical and water expenses due through the Closing Date, for the operation of the Real Property. Seller shall disconnect the power for the existing light pole on or before the Closing Date. The light pole will then become property of the Buyer. There will be no proration for insurance, it being understood and agreed that Seller will cancel its insurance, and that Buyer will be required to secure its own insurance, with respect to the Property as of the Closing Date.

8.3.2 Closing Costs. Closing costs shall be allocated between Seller and Buyer as provided herein. Seller shall be responsible for (a) the premium for the ALTA Standard Coverage Owner’s Policy of Title Insurance required to be delivered pursuant to Section 8.6 (without endorsements), (b) the county and city documentary transfer taxes, and fees of recording the deed, and (c) one half of any escrow fee charged by Escrow Agent. Buyer shall be responsible for (i) the premium for the Title Policy attributable to ALTA Extended Coverage and any endorsements desired by Buyer, any inspection fee charged by the Title Company, tax certificates, municipal and utility lien certificates, and any other Title Company charges, (ii) costs of the survey and/or any revisions, modifications or re-certifications thereto, (iii) costs for UCC Searches, if any, and (iv) one half of any escrow fee charged by the escrow agent for holding the Deposit or conducting the Escrow and the Closing. All other charges and fees shall be paid in accordance with customary practice in the county in which the Real Property is located. Seller and Buyer shall each pay their own attorneys’ fees and Buyer shall pay all costs incurred by it in conducting its due diligence review. All other costs of Closing shall be allocated between the parties in accordance with prevailing local custom for similar transactions in Ashland, Oregon. If, however,



this Agreement is terminated due to the default of a party, then the defaulting party shall pay any escrow cancellation fees or charges due to the Escrow Agent and any fees or charges due to the Title Company for preparation and/or cancellation of the Title Commitment.

8.4 Closing Deliveries of Buyer. At Closing, Buyer will deliver to the Escrow Agent the following items:

8.4.1 the Purchase Price less the Deposit; and

8.4.2 such conveyancing or transfer tax forms or returns, if any, as are required to be delivered or signed by Buyer by applicable state and local law in connection with the conveyance of Real Property.

8.5 Closing Deliveries of Seller. At Closing, Seller will deliver to the Escrow Agent the following items:

8.5.1 an executed grant deed for the Real Property, subject only to the Permitted Exceptions;

8.5.2 such conveyancing or transfer tax forms or returns, if any, as are required to be delivered or signed by Seller by applicable state and local law in connection with the conveyance of the Real Property (it being understood by the parties hereto that Seller qualifies as a tax exempt entity);

8.5.3 evidence of the existence, organization and authority of Seller and of the authority of the persons executing documents on behalf of Seller reasonably satisfactory to the underwriter for the Title Policy;

8.5.4 a certificate duly executed by Seller pursuant to Treasury Regulations Section 1.1445-2(b) that Seller is not a foreign person within the meaning of Section 1445 of the Code; and

8.5.5 such other documents as are necessary and appropriate to consummate the transactions contemplated herein, as reasonably requested by Buyer.

Seller and Buyer shall each execute and deposit a closing statement and such other instruments as are reasonably required by the Title Company or otherwise required to close the escrow and consummate the acquisition of the Property in accordance with the terms hereof, in each case in form reasonably approved by the executing party consistent with the terms of this Agreement.

Additionally, concurrently with the Closing, Seller shall deliver possession of the Property to Buyer as required hereunder and shall deliver to Buyer or make available at the Property a set of keys to the Property on the Closing Date. Seller shall remove all personal property from the Property, unless otherwise specifically provided for herein.

8.6 Title Insurance. As soon as possible after the Closing Date, the Title Company will furnish to Buyer an owner's extended coverage ALTA policy of title insurance for the Real

Property, subject only to the Permitted Exceptions. The face amount of the policy shall be equal to the Purchase Price for the Property.

9. Conditions to Closing.

9.1 Conditions Precedent to Buyer's Obligations. The obligation of Buyer to complete the transaction contemplated by this Agreement is subject to the fulfillment, prior to or at the Closing Date, of each of the following conditions.

9.1.1 all representations and warranties made in this Agreement by Seller will be true in all material respects as of the Closing Date as though such representations and warranties had been made on and as of the Closing Date;

9.1.2 Seller shall not be in default of any material obligation under this Agreement;

9.1.3 the Title Company shall have provided a commitment to issue the owner's extended coverage policy of title insurance described in Section 8.6;

9.1.4 there shall be no order, decree, or ruling by any court or governmental agency or threat thereof, or any other fact or circumstance, which would prohibit or render illegal the transactions contemplated by this Agreement; and

9.1.5 no litigation or proceeding shall be threatened or pending for the purpose or with the probable effect of enjoining or preventing the consummation of any of the transactions contemplated by this Agreement.

9.2 Conditions Precedent to Seller's Obligations. The obligation of Seller to complete the transaction contemplated by this Agreement is subject to the fulfillment, prior to or at the Closing Date, of each of the following conditions.

9.2.1 all representations and warranties made in this Agreement by Buyer will be true as of the Closing Date as though such representations and warranties had been made on and as of the Closing Date;

9.2.2 the City will have adopted the MP Amendment, either in whole or in part, but in either case to Seller's sole satisfaction, one calendar year from the date that the Second Deposit is deposited into Escrow; and

9.2.3 Buyer will have complied in all material respects with all terms and conditions of this Agreement to be complied with and performed by Buyer on or before the Closing Date including, but not limited to, payment of the balance of the Purchase Price at Closing.

For purposes of Section 9.2.2, Seller has termination rights set forth in Sections 11 and 12 herein.

10. Disposition of Deposit. Buyer will receive a refund of the Deposit [(less the Independent Contract Consideration)] only (a) if a condition set forth in Section 9.1 is not satisfied,

(b) if Buyer terminates this Agreement due to a breach of Seller's obligations under this Agreement in accordance with the terms hereof, or (c) as otherwise expressly provided in this Agreement.

11. Termination of Agreement. Either party may elect by written notice to the other party to terminate this Agreement if (a) all of the conditions precedent to the terminating party's obligations under this Agreement as set forth in Section 9 have not occurred and have not been waived by the terminating party on or prior to the Closing Date and the terminating party is not then in default of its obligations under this Agreement, (b) the City does not approve the MP Amendment, in whole, or (b) Seller and Buyer mutually agree to terminate this Agreement.

12. Zoning Approval; Contingent Plan. In the event that either (a) the City has modifications to the proposed MP Amendment or (b) the City does not approve the Property for multi-family residential, then Buyer and Seller shall each have the right to either (i) terminate this Agreement, by providing written notice to the other party within thirty (30) days of receiving such response from the City, or (ii) request that the other party modify the Purchase Price set forth in Section 3.3 herein, consistent with the amendment requirements set forth in Section 14.2. If Buyer or Seller desire to modify the Purchase Price, then Buyer or Seller, as applicable, shall deliver written notice (the "Modifying Party") to the other party (the "Receiving Party") setting forth a proposed new purchase price and the supporting information in connection with such revised purchase price ("New Purchase Notice"). However, neither Seller nor Buyer shall be obligated to comply with the other party's request for a modified Purchase Price. The Receiving Party shall have thirty (30) days from receipt of the Modifying Party's New Purchase Notice to either accept, respond or reject such New Purchase Notice. If the Receiving Party does not answer in such thirty (30)-day period, then this Agreement shall be automatically terminated and without further action required by either party. In the event of such termination, Seller shall reimburse Buyer for the Deposit.

13. Risk of Loss. The risk of loss, damage, or destruction to any of the Property will be borne by Seller prior to the Closing Date and by Buyer from and after the Closing Date. Accordingly, it shall be a condition to Buyer's obligation hereunder that prior to the Closing Date, no material portion of the Real Property shall have been damaged or destroyed by fire or other casualty, or shall have become subject to a condemnation action or proceeding by any public or quasi-public authority under the power of eminent domain. If either of the foregoing occurs prior to the Closing Date, Buyer may terminate this Agreement by providing written notice thereof to Seller prior to the Closing, in which event the Deposit shall be returned to Buyer and neither party shall have any further rights or obligations hereunder (except those that expressly survive termination). If the Real Property shall have been so damaged or destroyed and Buyer waives this condition, Seller shall assign to Buyer all its rights to any insurance proceeds in connection therewith. If the Real Property shall become subject to a condemnation action prior to Closing, and if Buyer waives this condition, Seller shall pay or assign to Buyer all Seller's right to the proceeds of any condemnation award in connection therewith.

14. Miscellaneous.

14.1 Governing Law; Jurisdiction; Venue. The laws of the State of Oregon govern this Agreement. All disputes relating to this Agreement shall be tried before the courts located in Jackson County, Oregon. Each party hereto hereby irrevocably waives any and all right to trial by

jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

14.2 Integration; Amendment. This Agreement constitutes the entire agreement of the parties relating to the subject matter of this Agreement. There are no promises, terms, conditions, obligations, or warranties other than those contained in this Agreement. This Agreement supersedes all prior communications, representations, or agreements, verbal or written, among the parties relating to the subject matter of this Agreement. This Agreement may not be amended except in a written instrument executed by the parties.

14.3 Waiver. No provision of this Agreement will be deemed to have been waived unless such waiver is in writing signed by the waiving party.

14.4 Attorney Fees. If any suit or action arising out of or related to this Agreement is brought by any party, the prevailing party or parties will be entitled to recover the costs and fees (including without limitation reasonable attorney fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, and deposition costs and all other costs of discovery) incurred by such party or parties in such suit or action, including without limitation any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action. Except for claims based on fraud, Buyer and Seller waive their respective rights to punitive damages, consequential damages or special damages with respect to this Agreement.

14.5 Counterparts; Delivery. This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Counterparts may be delivered via facsimile, electronic mail (including PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., DocuSign) or other transmission method and any counterpart so delivered shall be deemed an original and shall be binding upon each of the undersigned as if signed and delivered in the original.

14.6 Confidentiality. Each party and its officers, directors, employees, and representatives will hold in strict confidence the terms of this Agreement and all information obtained from the other party prior to the Closing Date and will not use or disclose any such information to a third party except where such information: (a) is in the public domain; (b) was known when received; (c) is or hereafter becomes lawfully obtainable from other sources; (d) must be disclosed to regulatory authorities having jurisdiction over Seller or Buyer, or as may otherwise be required by law; or (e) is necessary for the purpose of receiving advice and/or consultation from the parties' authorized representatives in pursuing the contemplated transactions (including without limitation to the Title Company and to each party's affiliates and current and potential lenders and investors).

14.7 Public Announcements. Buyer and Seller will agree mutually as to timing, form, and content before issuing any press release or otherwise making any public statements regarding the transactions contemplated by this Agreement. If, prior to the Closing Date, either Buyer or Seller is required by law to make a statement with respect to such transactions, the Buyer or Seller, as applicable, will notify the other party in writing as to the timing, form, and content of

such statements.

14.8 Interpretation. Buyer and Seller agree that this Agreement will be construed as though prepared by Buyer and Seller. Buyer and Seller further agree that the captions of this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

14.9 Time of the Essence. Time is of the essence in the payment and performance of this Agreement.

14.10 Survival. Except as expressly set forth to the contrary herein, no representations, warranties, covenants or agreements of Seller contained herein shall survive the Closing.

14.11 Severability. If any covenant in this Agreement is held to be unreasonable, arbitrary or against public policy, such covenant will be considered to be divisible with respect to scope, time, and geographic area, and such lesser scope, time, or geographic area, or all of them, as a court of competent jurisdiction may determine to be reasonable, not arbitrary, and not against public policy, will be effective, binding, and enforceable against the respective parties and their Affiliates.

14.12 Notices. Any notice, demand, request, statement or consent made hereunder shall be in writing, signed by the party (or an attorney on behalf of such party) giving such notice, request, demand, statement, or consent, and shall be deemed to have been properly given when either delivered personally, delivered to a reputable overnight delivery service providing a receipt, deposited in the United States mail, postage prepaid and certified (not registered), return receipt requested, or sent by email with proof of transmission, at the address or email address set forth on the signature page, or at such other address or email address within the continental United States of America as may have theretofore have been designed in writing. The effective date of any notice given pursuant to this Section shall be the date of personal service, or one (1) Business Day after delivery to such overnight delivery service, or three (3) Business Days after being deposited in the United States mail, or on the date and time shown on the applicable email if sent on or before 5:00 p.m. Pacific Time and on the next Business Day if sent after 5:00 p.m. Pacific Time, provided that notice is simultaneously transmitted by another means allowed by this Section 14.12. The addresses and facsimile numbers to which notices or communications shall be delivered may be changed from time to time by giving notice to the parties as provided in this Section 14.12. Legal counsel to a party may provide notice under this Section 14.12 on behalf of such party.

14.13 Assignment and Binding Effect. This Agreement may not be assigned or delegated by either party, except that, upon not less than five (5) days' written notice to Seller, Buyer may assign its rights under this Agreement to any Affiliate, provided that such an assignment shall not relieve Buyer of its obligations under this Agreement. In connection with any assignment pursuant to the terms hereof, the assignee shall confirm in a written instrument delivered to Seller prior to the effective date of the assignment that all terms and conditions of this Agreement shall apply to such assignee and are being assumed by assignee on a joint and several basis with Buyer. Subject to these restrictions on assignment, this Agreement is binding on and will inure to the benefit of Seller and Buyer and their respective successors and assigns, whether

or not by operation of law.

14.14 Defaults; Remedies.

14.14.1 Buyer Default. IF BUYER FAILS TO PERFORM ITS OBLIGATIONS PURSUANT TO THIS AGREEMENT AT OR PRIOR TO CLOSING FOR ANY REASON EXCEPT AS A RESULT OF THE FAILURE BY SELLER TO PERFORM HEREUNDER, OR IF PRIOR TO CLOSING ANY ONE OR MORE OF BUYER'S REPRESENTATIONS OR WARRANTIES ARE BREACHED IN ANY MATERIAL RESPECT, SELLER SHALL BE ENTITLED, AS ITS SOLE REMEDY (EXCEPT AS PROVIDED IN SECTIONS 4.2, 13, 14.4 AND 14.16 HEREOF), TO TERMINATE THIS AGREEMENT AND RECOVER THE DEPOSIT AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, IN FULL SATISFACTION OF CLAIMS AGAINST BUYER HEREUNDER. SELLER AND BUYER AGREE THAT SELLER'S DAMAGES RESULTING FROM BUYER'S DEFAULT ARE DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE AND THE DEPOSIT IS A FAIR ESTIMATE OF THOSE DAMAGES WHICH HAS BEEN AGREED TO IN AN EFFORT TO CAUSE THE AMOUNT OF SUCH DAMAGES TO BE CERTAIN. IF THE CLOSING IS CONSUMMATED, SELLER SHALL HAVE ALL REMEDIES AVAILABLE AT LAW OR IN EQUITY IN THE EVENT BUYER FAILS TO PERFORM ANY OBLIGATION OF BUYER UNDER THIS AGREEMENT.

INITIALS:            SELLER \_\_\_\_\_ BUYER \_\_\_\_\_

14.14.2 Seller Default. IF THE SALE OF THE PROPERTY IS NOT CONSUMMATED DUE TO SELLER'S DEFAULT HEREUNDER, THEN BUYER MAY ELECT, AS BUYER'S SOLE AND EXCLUSIVE REMEDY, EITHER TO: (a) TERMINATE THIS AGREEMENT AND RECEIVE A REFUND OF THE DEPOSIT, IN WHICH EVENT NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER EXCEPT FOR EXPRESSLY SURVIVING OBLIGATIONS, OR (b) PURSUE ANY REMEDIES AVAILABLE AT LAW OR IN EQUITY, INCLUDING WITHOUT LIMITATION SPECIFIC PERFORMANCE.

14.14.3 Other Defaults. For the avoidance of doubt, the provisions of Section 14.14.1 and 14.14.2 are not intended to limit either party's rights or remedies with respect to a breach of any indemnification obligation, breach of representation or warranty, ability to pursue enforcement costs pursuant to Section 14.4 or the confidentiality provisions of this Agreement.

INITIALS:            SELLER \_\_\_\_\_ BUYER \_\_\_\_\_

14.15 Each Party Pays Own Costs. Each party shall pay their own costs and expenses associated with the transactions contemplated herein, including without limitation, all brokerage commissions, accounting, legal, professional, consulting and other advisory fees.

14.16 Calculation of Time Periods. Unless otherwise specified, in computing any period of time described herein, the day of the act or event on which the designated period of time begins to run shall not be included and the last day of the period so computed shall be included,

unless such last day is not a Business Day, in which event the period shall run until the next day which is a Business Day.

14.17 No Recording. Neither this Agreement or any memorandum or short form thereof may be recorded by Buyer.

14.18 Drafts not an Offer. The parties hereto agree that the submission of a draft of this Agreement by one party to another is not intended by either party to be an offer to enter into a legally binding contract with respect to the purchase and sale of the Property. The parties shall be legally bound with respect to the purchase and sale of the Property pursuant to the terms of this Agreement only if and when the parties have been able to negotiate all of the terms and provisions of this Agreement in a manner acceptable to each of the parties in their respective sole discretion, and both Seller and Buyer have fully executed and delivered to each other a counterpart of this Agreement (or a copy by facsimile or electronics transmission).

14.19 ORS Statutory Disclosure Notice (ORS 93.040(2)). THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930 (Definitions for ORS 30.930 to 30.947), IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300 (Definitions for ORS 195.300 to 195.336), 195.301 (Legislative findings) AND 195.305 (Compensation for restriction of use of real property due to land use regulation) TO 195.336 (Compensation and Conservation Fund) AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 (Definitions for ORS 92.010 to 92.192) OR 215.010 (Definitions), TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300 (Definitions for ORS 195.300 to 195.336), 195.301 (Legislative findings) AND 195.305 (Compensation for restriction of use of real property due to land use regulation) TO 195.336 (Compensation and Conservation Fund) AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

**[Signature page follows.]**

The parties have executed this Agreement effective as of the date first written above.

**BUYER:**

**SELLER:**

SOUTHERN OREGON UNIVERSITY

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title (if applicable): \_\_\_\_\_

By: Richard J. Bailey, Jr.  
President

Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*Email:* \_\_\_\_\_

Address:  
Richard J. Bailey, Jr.,  
c/o: Rob Patridge, General Counsel  
Southern Oregon University  
1250 Siskiyou Blvd., Churchill Hall Rm. 131  
Ashland, Oregon 97502  
Email: patridger@sou.edu

*With a copy to:*  
Hathaway Larson LLP  
Attn: Chris Koback  
1125 NW Couch Street, Suite 550  
Portland, Oregon 97209  
Email: chris@hathawaylarson.com



## ESCROW AGENT JOINDER

This Real Property Purchase and Sale Agreement, together with the Deposit, is hereby acknowledged and accepted and the escrow is opened effective as of \_\_\_\_\_. Escrow Agent hereby accepts its designation as Escrow Agent under this Agreement and agrees to hold and disburse the Deposit as provided in this Agreement. The provisions constitute joint instructions to the Escrow Agent to consummate the purchase in accordance with the terms and provisions of this Agreement, provided, however, that the parties shall execute such additional escrow instructions, not inconsistent with the provisions of this Agreement, as may be deemed reasonably necessary to carry out the intentions of the parties as expressed herein. Escrow Agent will not be liable for any acts taken in good faith, will only be liable for their willful default, or gross negligence, and may, in its sole discretion, rely upon the oral or written notices, communications, orders, or instructions given by Buyer or Seller. In the event of a dispute between Buyer and Seller under this Agreement sufficient in the discretion of the Escrow Agent to justify its doing so, Escrow Agent may tender into the registry or custody of any court of competent jurisdiction all money or property in their hands under the terms of this Agreement, together with such legal proceedings as it deems appropriate, and thereupon to be discharged from all further duties under this Agreement. Any such legal action must be brought in the State of Oregon. Seller and Buyer hereby agree to indemnify and hold harmless Escrow Agent against any and all claims incurred by reason of or in connection with its acceptance of this appointment as Escrow Agent hereunder or the performance of their duties under this Agreement, including without limitation, any litigation arising from this Agreement or involving the subject matter of this Agreement; *provided, however*, that, if Escrow Agent is found to be in willful default under this Agreement or to have committed gross negligence, then, in such event, Escrow Agent shall bear all such claims; and *provided further*, that neither Seller nor Buyer will have any liability to Escrow Agent for any cost of litigation incurred by Escrow Agent, including, without limitation, attorney fees, arising or caused solely by the conduct of the other party which results in a dispute solely between the other party and Escrow Agent.

ESCROW AGENT

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT A**

### **REAL PROPERTY DESCRIPTION**

See attachment C – Preliminary Title Reprot

## **Attachment B – Specifications**

### General Conditions of Sale:

- 1) Zoning – The current properties owned by SOU are zoned, “Southern Oregon University District.” The University anticipates as part of the Campus Master Plan Amendment, that the land will be zoned R-3 zoning per the [Ashland Municipal Code 18.2.5.030](#) upon completion of sale.
- 2) Timing of Sale – The University anticipates the completion of sale to occur in late July of 2025.
- 3) Preliminary Title Report – The preliminary title report is attached as Attachment C.
- 4) Contract of Sale – The contract of sale template is attached as Attachment A and lists all the general representations and warranties.

Interested parties should thoroughly inspect these lots prior to submitting an offer to ensure that the lots are suitable for the party’s intended use and to determine all permitting requirements related to that intended use. Additional information regarding these lots may be available from local, state and federal offices, including but not limited to: the county assessor and clerks’ offices, city building and planning offices, and other federal and state agencies.



**First American Title™**

**First American Title Insurance Company**

1225 Crater Lake Avenue, Suite 101  
Medford, OR 97504  
Phn - (541)779-7250  
Fax - (866)400-2250

Order No.: 7161-4212063  
October 17, 2024

**FOR QUESTIONS REGARDING YOUR CLOSING, PLEASE CONTACT:**

LORI BILLINGS, Escrow Officer/Closer  
Phone: (541)779-7250 - Fax: (866)839-7125- Email: lbillings@firstam.com  
First American Title Insurance Company  
1225 Crater Lake Avenue, Suite 101, Medford, OR 97504

**FOR ALL QUESTIONS REGARDING THIS PRELIMINARY REPORT, PLEASE CONTACT:**

**Diane T. Davis**, Title Officer  
Phone: (541)842-5457 - Email: didavis@firstam.com

**Preliminary Title Report**

This report is for the exclusive use of the parties herein shown and is preliminary to the issuance of a title insurance policy and shall become void unless a policy is issued, and the full premium paid.

Please be advised that any provision contained in this document, or in a document that is attached, linked or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.

Situs Address as disclosed on Jackson County Tax Roll:

Henry Street Properties, Ashland, OR 97520

2021 ALTA Owners Standard Coverage	Liability \$	TBD	Premium \$	TBD
2021 ALTA Owners Extended Coverage	Liability \$		Premium \$	
2021 ALTA Lenders Standard Coverage	Liability \$		Premium \$	
2021 ALTA Lenders Extended Coverage	Liability \$	TBD	Premium \$	TBD
Endorsement 9.10, 22 & 8.1			Premium \$	100.00
Govt Service Charge			Cost \$	TBD
Other			Cost \$	

We are prepared to issue Title Insurance Policy or Policies of First American Title Insurance Company, a Nebraska Corporation in the form and amount shown above, insuring title to the following described land:

The land referred to in this report is described in Exhibit A attached hereto.

and as of October 08, 2024 at 8:00 a.m., [title to the fee simple estate is vested in:](#)

State of Oregon, acting by and through the State Board of Higher Education for and on behalf of Southern Oregon State College as to Parcels 1, 2, 3, 4, 5, 6 & 8 and State of Oregon, acting by and through the State Board of Higher Education as to Parcels 7 & 11 and The State of Oregon acting by and through the Board of Trustees of Southern Oregon University as to Parcels 9 & 10

Subject to the exceptions, exclusions, and stipulations which are ordinarily part of such Policy form and the following:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the public records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the subject land onto adjoining land or of existing improvements located on adjoining land onto the subject land), encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject land.
5. Any lien, or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.

**The exceptions to coverage 1-5 inclusive as set forth above will remain on any subsequently issued Standard Coverage Title Insurance Policy.**

**In order to remove these exceptions to coverage in the issuance of an Extended Coverage Policy the following items are required to be furnished to the Company; additional exceptions to coverage may be added upon review of such information:**

- A. Survey or alternative acceptable to the company
  - B. Affidavit regarding possession
  - C. Proof that there is no new construction or remodeling of any improvement located on the premises. In the event of new construction or remodeling the following is required:
    - i. Satisfactory evidence that no construction liens will be filed; or
    - ii. Adequate security to protect against actual or potential construction liens;
    - iii. Payment of additional premiums as required by the Industry Rate Filing approved by the Insurance Division of the State of Oregon
6. Water rights, claims or title to water, whether or not shown by the public record.
  7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records.
  8. Subject property is under public ownership and is tax exempt. Any change in ownership before delivery of assessment roll may result in tax liability. Account No. 1-007579-8; 1-007581-1; 1-007582-0; 1-007583-8; 1-007584-6; 1-007585-2; 1-007587-9; 1-007589-5; 1-007590-1; 1-098868-9 & 1-098869-0.
  9. City liens, if any, of the City of Ashland.

10. The rights of the public in and to that portion of the premises herein described lying within the limits of streets, roads and highways.
11. Any adverse claim based upon the assertion that some portion of said land has been removed from or brought within the boundaries thereof by an avulsive movement of the Beach Creek or has been formed by the process of accretion or reliction or has been created by artificial means or has accreted to such portion so created. (Affects Parcels 1, 2 & 3)
12. Easement, including terms and provisions contained therein:  
Recording Information: September 28, 1956 as [Volume 432, Page 320](#)  
For: Drainage purposes (Affects Parcels 2 & 3)
13. Easement, including terms and provisions contained therein:  
Recording Information: September 13, 1962 as [Volume 533, Page 128](#)  
For: Road purposes (Affects Parcel 5)
14. Easement, including terms and provisions contained therein:  
Recording Information: May 08, 1968 as Document No. [68-04816](#)  
For: Road purposes (Affects Parcel 4)
15. Easement, including terms and provisions contained therein:  
Recording Information: August 31, 1973 as Document No. [73-13615](#)  
For: Ingress and egress, 10 feet in width (Affects Parcel 5)
16. Easement, including terms and provisions contained therein:  
Recording Information: August 31, 1973 as Document No. [73-13615](#)  
For: Over and across a strip of land, 17 feet in width (Affects Parcel 6)
17. Easement, including terms and provisions contained therein:  
Recording Information: July 08, 1993 as Document No. [93-22174](#)  
In Favor of: City of Ashland  
For: Public utility facilities (Affects Parcels 2 & 3)
18. Easement, including terms and provisions contained therein:  
Recording Information: January 13, 2005 as Document Nos. [2005-002302](#) and [2005-002303](#)  
In Favor of: D & A Investments, LLC  
For: Storm Drainage (Affects Parcels 2 & 3)
19. Unrecorded leases or periodic tenancies, if any.
20. This Preliminary Title Report does not include a search for Financing Statements filed in the Office of the Secretary of State, or in a County other than the County wherein the premises are situated and no liability is assumed if a Financing Statement is recorded in the Office of the County Clerk (Recorder) covering timber, fixtures or crops, on the premises wherein the lands are described other than by metes and bounds or under the rectangular survey system.
21. Evidence of the authority of the duly appointed officers of the State of Oregon, acting by and through the State Board of Higher Education for and on behalf of Southern Oregon State College and also by and through the Board of Trustees of Southern Oregon University, to execute the forthcoming instrument.

- END OF EXCEPTIONS -

NOTE: We find no judgments or United States Internal Revenue liens against TBD

NOTE: According to the public record, the following deed(s) affecting the property herein described have been recorded within 24 months of the effective date of this report: NONE

NOTE: We find no outstanding voluntary liens of record affecting subject property. An inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest in the subject property.

**THANK YOU FOR CHOOSING FIRST AMERICAN TITLE!**  
**WE KNOW YOU HAVE A CHOICE!**

**DIANE T. DAVIS**  
TITLE OFFICER  
didavis@firstam.com

**RECORDING INFORMATION**

As of March 1, 2023 Jackson County recording fees are as follows:

Recording Fees:	\$	<b>104.00</b>	All Deeds 1st page
	\$	<b>5.00</b>	All Deeds for each additional page
	\$	<b>121.00</b>	All Other Document Types
	\$	<b>5.00</b>	All Other Document Types for each additional page

Additional Fees will be imposed by the County Clerk of a document presented for recording fails to meet the requirements established by ORS Chapter 205.

cc: Rob Patridge, General Counsel, Southern Oregon University  
1250 Siskiyou Blvd, Churchill Hall Rm 131, Ashland, OR 97502

**Exhibit "A"**

Real property in the County of Jackson, State of Oregon, described as follows:

**PARCEL 1:**

Beginning at the Southeast corner of Lot 39 of Montview Addition to the City of Ashland, Jackson County, Oregon, according to the official plat thereof, now of record, being the point of intersection of the West line of alley on the East line of said Lot 39, and the North line of Ashland Street in the City of Ashland, Oregon; thence West on the North line of Ashland Street, a distance of 200.0 feet; thence North at right angles to said North line of Ashland Street, a distance of 160.0 feet; thence East, parallel to the North line of Ashland Street, 200.0 feet to the West line of said alley; thence South, along said West line of alley, 160.0 feet to the point of beginning. EXCEPTING THEREFROM tract conveyed to Thomas J. Parker, et ux, by deed recorded March 11, 1955 in [Volume 407, Page 152](#), Jackson County, Oregon, Deed Records, being more particularly described as follows: Beginning at the Southeast corner of Lot 39 of Montview Addition to the City of Ashland, Jackson County, Oregon, according to the official plat thereof, now of record, on the North line of Ashland Street; thence West, on the North line of Ashland Street, 75.0 feet; thence North at right angles to said North line of Ashland Street, 160.0 feet; thence East, parallel to said North street line, 75.0 feet to the West line of an alley; thence South, along said West alley line, 160.0 feet to the point of beginning.

(Map 391E09DD TL 5300)

**PARCEL 2:**

Lots Thirty (30), Thirty-one (31), and Thirty-Two (32) of the H. B. Carter Addition to the City of Ashland, Jackson County, Oregon, according to the official plat thereof, now of record. EXCEPTING THEREFROM the West 208.0 feet.

(Map 391E09DD TL 5500)

**PARCEL 3:**

Lot Thirty-nine (39) in Montview Addition to the City of Ashland, Jackson County, Oregon, according to the official plat thereof, now of record. EXCEPTING THEREFROM the following: Beginning at the Northeast corner of Lot Thirty-nine (39) in Montview Addition, to the City of Ashland, Jackson County, Oregon, according to the official plat thereof, now of record; thence South, along the alley in said Addition, 295.0 feet, more or less, to a point due East of the Southeast corner of Lot Twenty-nine (29) of the H. B. Carter Addition, to the City of Ashland, Jackson County, Oregon, according to the official plat thereof, now of record; thence West 70.0 feet, more or less, to the said Southeast corner of Lot 29; thence North 9° 15' East 191.25 feet; thence North 4° 11' East 222.0 feet to the Northwest corner of said Lot 39 of the Montview Addition; thence East 58.0 feet to the point of beginning. ALSO, EXCEPTING THEREFROM the following: Beginning at the Southeast corner of Lot 39 of Montview Addition to the City of Ashland, Jackson County, Oregon, according to the official plat thereof, now of record, being the point of intersection of the West line of alley on the East line of said Lot 39, and the North line of Ashland Street in the City of Ashland, Oregon; thence West on the North line of Ashland street, a distance of 200.0 feet; thence North at right angles to said North line of Ashland Street, a distance of 160.0 feet; thence East, parallel to the North line of Ashland Street, 200.0 feet to the West line of said alley; thence South, along said West line of alley, 160.0 feet to the point of beginning.

(Map 391E09DD TL 5600)

**PARCEL 4:**

Commencing at a point on the North line of Lot 28 of the H.B. Carter Addition to the City of Ashland, Jackson County, Oregon, according to the official plat thereof, now of record, which point bears South 89° 54' East 351.6 feet from the Northwest corner of said Lot; thence South 00° 06' West 165.0 feet to the true point of beginning; thence continue South 00° 06' West 115.0 feet to the South line of Lot 29, said Addition; thence South 89° 54' East 92.0 feet to the West line of a 16-foot alley in Montview Addition to the City of Ashland, Oregon, according to the official plat thereof, now of record; thence along said line, North 00° 06' East 115.0 feet; thence North 89° 54' West 92.0 feet to the true point of beginning.

(Map 391E09DD TL 5700)



**PARCEL 5:**

A tract or parcel of land situated in Lot 29 of the H. B. Carter Addition to the City of Ashland, Jackson County, Oregon, and being more fully described as follows: Commencing at the intersection of the Southerly right of way of Henry Street with the Easterly right of way of Beach Street; thence South 00° 09' 45" East, along the Easterly right of way of Beach Street, 140.01 feet to a 5/8 inch iron pin situated at the Northwest corner of Lot 29, said Addition; thence leaving said right of way, South 89° 50' 55" East, along the Northerly boundary of Lot 29, a distance of 212.00 feet to a 5/8 inch iron pin; thence South 00° 09' 45" East and parallel to Beach Street, 10.00 feet to a 5/8 x 24 inch iron pin; thence continuing South 00° 09' 45" East and parallel to Beach Street, 71.00 feet to a 5/8 x 24 inch iron pin and the True Point of Beginning; thence South 89° 50' 55" East and parallel to the North boundary of Lot 29, a distance of 88.6 feet to a 5/8 x 24 inch iron pin; thence North 00° 09' 45" West and parallel to Beach Street, 71.00 feet to a 5/8 x 24 inch iron pin; thence continue North 00° 09' 45" West (Record North) a distance of 10 feet to the Southwest corner of that tract described in [Volume 439, Page 229](#), Jackson County, Oregon, Deed Records; thence South 89° 54' East along the South line of said tract a distance of 10 feet to the Southwest corner of that tract described in Document No. [68-12415](#), Official Records of Jackson County, Oregon; thence continue South 89° 54' East along the South line of said tract a distance of 63 feet to the Southwest corner of that tract described in Document No. [72-04042](#), said Official Records; thence continue South 89° 54' East along the South line of said tract 70 feet, more or less, to the West line of a 16 foot alley in Montview Addition to the City of Ashland, Jackson County, Oregon; thence along said West line South 0° 06' East (Record East) 25 feet to the Northeast corner of that tract described in Document No. [68-04816](#), said Official Records; thence North 89° 54' West along the North line of said tract a distance of 92 feet to the Northwest corner thereof; thence South 0° 06' West, along the West line of said tract a distance of 115 feet to the South line of Lot 29 in the H. B. Carter Addition to the City of Ashland, Jackson County, Oregon; thence West along said South line a distance of 123.24 feet, more or less, to the East line of that tract described in Document No. [76-22283](#), said Official Records; thence North 00° 09' 45" West (Record North) along the East line of said tract a distance of 59 feet to the point of beginning.

(Map 391E09DD TL 5800)

**PARCEL 6:**

A tract or parcel of land situated in Lot 29 of the H.B. Carter Addition, to the City of Ashland, Jackson County, Oregon, and being more fully described as follows: Commencing at the intersection of the Southerly right of way of Henry Street with the Easterly right of way of Beach Street; thence South 00° 09' 45" East, along the Easterly right of way of Beach Street, 140.01 feet to a 5/8 inch iron pin situated at the Northwest corner of Lot 29, said Addition; thence leaving said right of way, South 89° 50' 55" East, along the Northerly boundary of Lot 29, 212.00 feet to a 5/8 inch iron pin; thence South 00° 09' 45" East and parallel to Beach Street, 10.00 feet to a 5/8 x 24 inch iron pin for the true point of beginning; thence continuing South 00° 09' 45" East and parallel to Beach Street, 71.00 feet to a 5/8 x 24 inch iron pin; thence South 89° 50' 55" East and parallel to the North boundary of Lot 29, a distance of 88.6 feet to a 5/8 x 24 inch iron pin; thence North 00° 09' 45" West and parallel to Beach Street, 71.00 feet to a 5/8 x 24 inch iron pin; thence North 89° 50' 55" West and parallel to the North boundary of Lot 29, a distance of 88.6 feet to the point of beginning.

(Map 391E09DD TL 5801)

**PARCEL 7:****Tract A:**

Commencing at the Northwest corner of Lot 28 in the H. B. Carter Addition to the City of Ashland, Jackson County, Oregon, according to the official plat thereof, now of record; thence East, along the North line of said Lot, 160.0 feet to the true point of beginning; thence continue East, along said North line, a distance of 140.6 feet to the Northwest corner of tract described in [Volume 439, Page 229](#) of the Deed Records of Jackson County, Oregon; thence Southerly, along the Westerly line of said tract, 140.0 feet to the South line of said Lot 28; thence West, along said South line, 131.45 feet to a point 160.0 feet East of the Southwest corner of said Lot; thence North 140.0 feet to the true point of beginning.

**Tract B:**

Beginning at a point on the North line of Lot 29 in the H. B. Carter Addition to the City of Ashland,

Jackson County, Oregon, according to the official plat thereof, now of record, which point bears South 89° 54' East 212.0 feet from the Northwest corner thereof; thence South 89° 54' East, along said North line, 88.6 feet; thence South, parallel with the West line of said Lot, 10.0 feet; thence North 89° 54' West 88.6 feet; thence North 10.0 feet to the point of beginning.  
(Map 391E09DD TL 6000)

**PARCEL 8:**

Beginning at a point on the North line of Lot 28 of the H. B. Carter Addition to the City of Ashland, Jackson County, Oregon, according to the official plat thereof, now of record, said point being South 89° 54' East, 310.60 feet from the Northwest corner of said Lot; thence South 89° 54' East, 63.0 feet to a point which bears North 89° 54' West, 12.0 feet from the Northeast corner of said Lot; thence South 0° 06' West, 140.0 feet; thence North 89° 54' West 63.0 feet; thence North 0° 06' East, 140.0 feet to the point of beginning.  
(Map 391E09DD TL 6100)

**PARCEL 9:**

Parcel of Land located in Township 39, Range 1 East, Section 09DD, more fully described as: All that portion of Lot 28 of the HB Carter Addition to the City of Ashland, Jackson County, Oregon, lying East of parcel described in Instrument [71-08354](#) of the Official Records of Jackson County, Oregon, and West of parcel described in Instrument [96-32000](#) of the Official Records of Jackson County, Oregon, as depicted on Exhibit A of Quitclaim Deed from Jackson County, Oregon, a political subdivision of the State of Oregon, recorded May 20, 2022 as Document No. [2022-016578](#), Official Records of Jackson County, Oregon.  
(Map 391E09DD TL 6199)

**PARCEL 10:**

Parcel of Land located in Township 39, Range 1 East, Section 09DD, more fully described as: All that parcel lying East of parcel described in Instrument [96-32000](#) of the Official Records of Jackson County, Oregon, and West of parcel described in Instrument [72-04042](#) of the Official Records of Jackson County, Oregon, bounded on the North by the Right of Way known as Henry Street, as depicted on Exhibit B of Quitclaim Deed from Jackson County, Oregon, a political subdivision of the State of Oregon, recorded May 20, 2022 as Document No. [2022-016578](#), Official Records of Jackson County, Oregon.  
(Map 391E09DD TL 6198)

**PARCEL 11:**

Beginning at a point on the North line of Lot 28 of the H. B. Carter Addition to the City of Ashland, Jackson County, Oregon, said point being 5.0 feet West of the Northeast corner of said Lot; thence East, 5.0 feet to the Northeast corner of said Lot; thence South 89° 54' East, 65.0 feet to the West line of a 16 foot alley in Montview Addition to the City of Ashland, Jackson County, Oregon; thence Southerly along said alley, 140.0 feet; thence North 89° 54' West, 70.0 feet to the Southeast corner of said Lot 28 of the H. B. Carter Addition; thence Northerly, 140.0 feet to the point of beginning.  
(Map 391E09DD TL 6200)



## **First American Title Insurance Company**

### **SCHEDULE OF EXCLUSIONS FROM COVERAGE**

#### **ALTA LOAN POLICY (07/01/21)**

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
  - i. the occupancy, use, or enjoyment of the Land;
  - ii. the character, dimensions, or location of any improvement erected on the Land;
  - iii. the subdivision of land; or
  - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.  
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
  - a. created, suffered, assumed, or agreed to by the Insured Claimant;
  - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - c. resulting in no loss or damage to the Insured Claimant;
  - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser or encumbrancer had been given for the Insured Mortgage at the Date of Policy.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business law.
5. Invalidity or unenforceability of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury law or Consumer Protection Law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction creating the lien of the Insured Mortgage is a:
  - a. fraudulent conveyance or fraudulent transfer;
  - b. voidable transfer under the Uniform Voidable Transactions Act; or
  - c. preferential transfer:
    - i. to the extent the Insured Mortgage is not a transfer made as a contemporaneous exchange for new value; or
    - ii. for any other reason not stated in Covered Risk 13.b.
7. Any claim of a PACA-PSA Trust. Exclusion 7 does not modify or limit the coverage provided under Covered Risk 8.
8. Any lien on the Title for real estate taxes or assessments imposed by a governmental authority and created or attaching between the Date of Policy and the date of recording of the Insured Mortgage in the Public Records. Exclusion 8 does not modify or limit the coverage provided under Covered Risk 2.b. or 11.b.
9. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

#### **ALTA OWNER'S POLICY (07/01/21)**

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
  - i. the occupancy, use, or enjoyment of the Land;
  - ii. the character, dimensions, or location of any improvement on the Land;
  - iii. the subdivision of land; or
  - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.  
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
  - a. created, suffered, assumed, or agreed to by the Insured Claimant;
  - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - c. resulting in no loss or damage to the Insured Claimant;
  - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
  - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
  - a. fraudulent conveyance or fraudulent transfer;
  - b. voidable transfer under the Uniform Voidable Transactions Act; or
  - c. preferential transfer:
    - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
    - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

**SCHEDULE OF STANDARD EXCEPTIONS**

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the public records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the subject land onto adjoining land or of existing improvements located on adjoining land onto the subject land), encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject land.
5. Any lien" or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.

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NOTE: A SPECIMEN COPY OF THE POLICY FORM (OR FORMS) WILL BE FURNISHED UPON REQUEST

Rev. 07-01-21



## Privacy Notice

**Effective:** October 1, 2019

**Notice Last Updated:** January 1, 2022

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as "First American," "we," "us," or "our") collect, use, store, and share your information with the exception that a subsidiary or affiliate has their own privacy policy, that policy governs. This Privacy Notice applies to information we receive from you offline only, as well as from third parties, when you interact with us and/or use and access our services and products ("Products"). For more information about our privacy practices, including our online practices, please visit <https://www.firstam.com/privacy-policy/>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

**What Type Of Information Do We Collect About You?** We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Collect Your Information?** We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

**How Do We Use Your Information?** We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Share Your Information?** We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. To learn more about how we share your information, please visit <https://www.firstam.com/privacy-policy/>.

**How Do We Store and Protect Your Information?** The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

**How Long Do We Keep Your Information?** We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

**Your Choices** We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

**International Jurisdictions:** Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **YOUR CONTINUED USE, ACCESS, OR INTERACTION WITH OUR PRODUCTS OR YOUR CONTINUED COMMUNICATIONS WITH US AFTER THIS NOTICE HAS BEEN PROVIDED TO YOU WILL REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

**Contact Us** [dataprivacy@firstam.com](mailto:dataprivacy@firstam.com) or toll free at 1-866-718-0097.



## **For California Residents**

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

**Right to Know.** You have a right to request that we disclose the following information to you: (1) the categories of personal information we have collected about or from you; (2) the categories of sources from which the personal information was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your personal information; and (5) the specific pieces of your personal information we have collected. To submit a verified request for this information, go to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) to submit your request or by calling toll-free at 1-866-718-0097

**Right of Deletion.** You also have a right to request that we delete the personal information we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at [www.firstam.com/privacy-policy](http://www.firstam.com/privacy-policy) to submit your request or by calling toll-free at 1-866-718-0097.

**Verification Process.** For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

**Notice of Sale.** We do not sell California resident information, nor have we sold California resident information in the past 12 months. To the extent any First American affiliated entity has a different practice, it will be stated in the applicable privacy policy. We have no actual knowledge of selling the information of minors under the age of 16.

**Right of Non-Discrimination.** You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

**Notice of Collection.** To learn more about the categories of personal information we have collected about California residents over the last 12 months, please see "What Information Do We Collect About You" in <https://www.firstam.com/privacy-policy>. To learn about the sources from which we have collected that information, the business and commercial purpose for its collection, and the categories of third parties with whom we have shared that information, please see "How Do We Collect Your Information", "How Do We Use Your Information", and "How Do We Share Your Information" in <https://www.firstam.com/privacy-policy>.

**Notice of Sale.** We have not sold the personal information of California residents in the past 12 months.

**Notice of Disclosure.** To learn more about the categories of personal information we may have disclosed about California residents in the past 12 months, please see "How Do We Use Your Information" and "How Do We Share Your Information" in <https://www.firstam.com/privacy-policy>.





**Attachment D**  
**Henry Street Property Pictures**

Property Pictures can be found at <https://sou.box.com/s/t61n41hy12o73hd5sazkxzu39fl2cp6m>

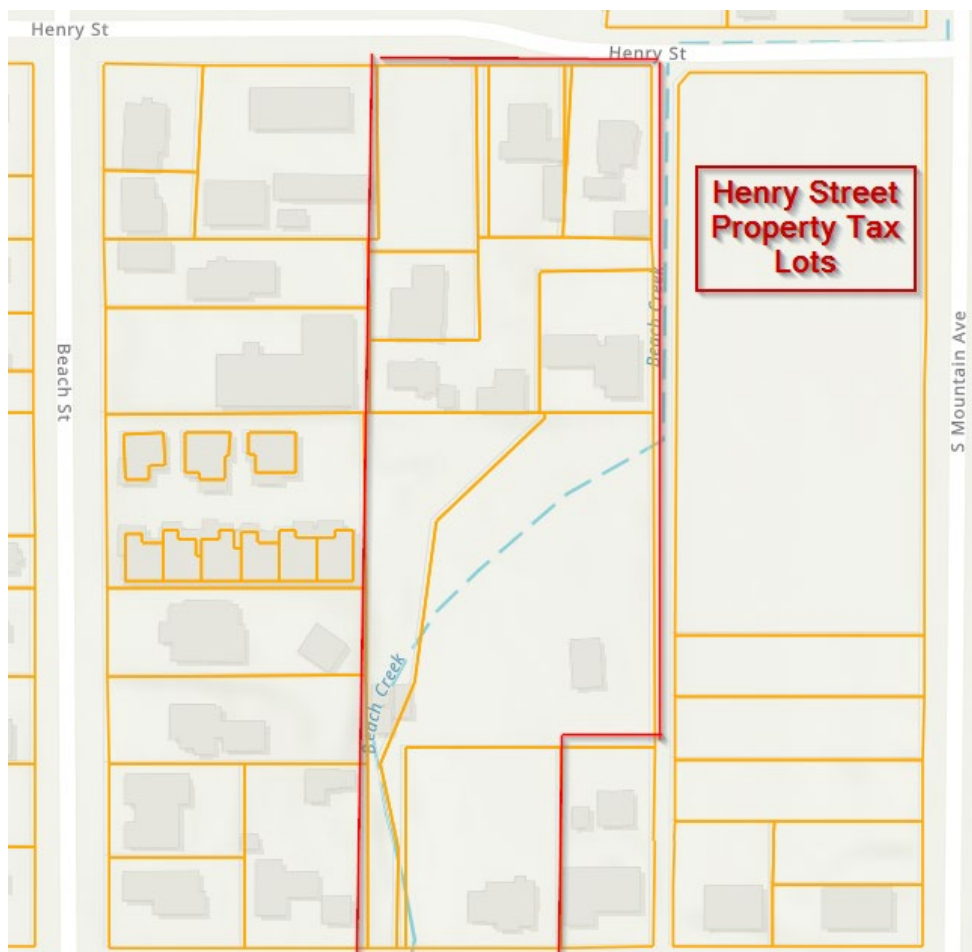


## Attachment E

### Henry Street Property Sale Pre-Bid Meeting and Property Tour Instructions, Maps, and Pre-Bid Meeting Zoom Link

Please join us for a property tour and pre-bid meeting of the Henry Street property on Monday, May 19th, 2025. The pre-bid meeting will be held from 1:00 pm to 2:00 pm at the Gallery (Room 323) in the Stevenson Union. A Zoom link for the pre-bid meeting can be found at the end of this document. There is no Zoom option for the property walk-through. The property tour will be held on Henry Street after the pre-bid meeting is over. Those attending the pre-bid meeting can walk to the Henry Street location for the property walk-through.

#### Henry Street Property Location – Tax Lots



## Campus Map – Stevenson Union Gallery and Henry Street Property (Room 323)

Attendees can park in the SOU parking lot on the right side of Mountain Street (SOU lot 36). See parking instructions below for a complimentary parking code.

**Directions to Henry Street from I5 North** – Take exit 11 for OR-99 toward Siskiyou Blvd/Ashland. Continue straight onto OR 99N. Turn left onto S Mountain Ave. Attendees can park in the SOU parking lot on the right side of Mountain Street (SOU lot 36). See parking instructions below. See the map below for walking instructions to the pre-bid meeting and property walk-through

**Directions to Henry Street from I-5 South** – Take exit 14 from I-5 South. Turn right from the off-ramp. Follow OR-66/Ashland Street. Take a slight right onto Siskiyou Blvd. Turn left onto S. Mountain Street. Attendees can park in the SOU parking lot on the right side of Mountain Street (SOU lot 36). See parking instructions below. See the map below for walking instructions to the pre-bid meeting and property walk-through.

If you are unable to take the stairs, we do have an elevator located in the Stevenson Union. Any one of our Staff Members will gladly help you to it.

If you need any assistance, please reach out to SOU at 541-552-8055 or [generalcounsel@sou.edu](mailto:generalcounsel@sou.edu).

### Walking Map from Parking Lot 36



## **Parking information: Henry Street Pre-Bid Meeting and Property Walk-through**

**Date:** Monday, May 19 | 1:00 pm – 3:00 pm

**Pre-Bid Meeting Location:** Stevenson Union, 1118 Siskiyou Blvd, Ashland OR 97520

**Property Walk-through Location:** Henry Street, Ashland OR 97520

**Parking:** Parking Lot 36

**Directions to Stevenson Union:**

[https://map.concept3d.com/?id=707#!ct/8682,8683,9050,45392?s/?d/type:driving;ada:false;to:42.187069,-122.697052,0;endName:Stevenson%20Union%20\(SU\)?share](https://map.concept3d.com/?id=707#!ct/8682,8683,9050,45392?s/?d/type:driving;ada:false;to:42.187069,-122.697052,0;endName:Stevenson%20Union%20(SU)?share)

The parking code for the meter is: **GRWS25G**

### DIRECTIONS FOR GUEST PARKING CODE USE

\*Meters are located in lots: 1, 12, 29, 36, 37, & 41. Click Here for Parking Lot Location Map.

1. Once at a parking meter, press any button to wake the screen up. (It may take a few moments to load).

The meter will first prompt you to enter your license plate number.

2. Using the numerical and alphabetical keypad, type in your license plate number; then press the “OKAY” button. (IMPORTANT: Include all letters and numbers in the exact order shown on your license plate).

The meter will then display various pay rate options on the screen.

3. Press the “More Options” button to scroll down the rate menu until you see “DAY PASS BY CODE”. Press “OKAY” to select that option.

It will then prompt you to enter a code.

4. Using the numerical and alphabetical keypad, type in the parking code given to you; then press the “OKAY” button.

The meter will then display a message asking if you would like to print out a paper receipt.

5. Click “OKAY” to print out a receipt. Click “CANCEL” if you do not want a receipt.

Your vehicle license plate is now registered to park on campus for one day. You may park in any white metered or green student commuter spaces. Failure to enter your license plate correctly may result in a parking citation. You may display the receipt on your vehicle dashboard; however, you are not required to do so.

## Zoom Option for Pre-Bid Meeting

Topic: Henry Street Property Sale Meeting

Time: May 19, 2025 01:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://sou.zoom.us/j/86269221535>

Meeting ID: 862 6922 1535

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One tap mobile

+17193594580,,86269221535# US

+12532050468,,86269221535# US

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Dial by your location

- +1 719 359 4580 US
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 669 444 9171 US
- +1 669 900 6833 US (San Jose)
- +1 646 931 3860 US
- +1 689 278 1000 US

- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 646 558 8656 US (New York)

Meeting ID: 862 6922 1535

Find your local number: <https://sou.zoom.us/j/86269221535>

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Join by SIP

- 86269221535@zoomcrc.com

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Join by H.323

- 144.195.19.161 (US West)
- 206.247.11.121 (US East)
- 115.114.131.7 (India Mumbai)
- 115.114.115.7 (India Hyderabad)
- 159.124.15.191 (Amsterdam Netherlands)

- 159.124.47.249 (Germany)
- 159.124.104.213 (Australia Sydney)
- 159.124.74.212 (Australia Melbourne)
- 170.114.180.219 (Singapore)
- 64.211.144.160 (Brazil)
- 159.124.132.243 (Mexico)
- 159.124.168.213 (Canada Toronto)
- 159.124.196.25 (Canada Vancouver)
- 170.114.194.163 (Japan Tokyo)
- 147.124.100.25 (Japan Osaka)

Meeting ID: 862 6922 1535

**ATTACHMENT F**

**SOUTHERN OREGON UNIVERSITY**

**HENRY STREET REAL PROPERTY**

**REAL PROPERTY BID SOLICITATION FORM**

OWNER: **Southern Oregon University**

PROPERTY: **Henry Street Real Property**

BID OPENING: **Tuesday, May 6<sup>th</sup>, 2025**

BID CLOSING: **Thursday, June 12<sup>th</sup> 2025**

FROM: \_\_\_\_\_  
*Name of Bidder*

**TO: Southern Oregon University  
Office of the General Counsel  
1250 Siskiyou Blvd.  
Ashland, OR 97520**

**Consideration Factors**

Southern Oregon University is dedicated to continue growing its diverse, equitable and inclusive community. Although none of the below factors are controlling or determinative in Southern Oregon University's decision to select a bidder, Southern Oregon University may give consideration to the following factors:

1. The dollar value of the purchase price offered.
2. The ability to close a sale with cash, as opposed to financing.
3. The ability to close a sale.
4. Potential buyers that have experience developing multifamily residential housing.
5. Potential buyers that have demonstrated commitment to, and have strategies to, develop diverse housing, including affordable housing.

Please include any information or documents associated with the consideration factors above as a separate file.

**Real Property Purchase and Sales Agreement**

\_\_\_\_\_ I accept the Real Property Purchase and Sales Agreement with no redlines.

**Or**

\_\_\_\_\_ I have attached a redline version of the Real Purchase and Sales Agreement noting my exceptions.

## TRADITIONAL BID PURCHASE PRICE PROPOSAL

1. The Undersigned (*check one of the following and insert information requested*):

\_\_\_\_ a. An individual doing business under an assumed name registered under the laws of the State of \_\_\_\_; or

\_\_\_\_ b. An individual

\_\_\_\_ b. A partnership registered under the laws of the State of \_\_\_\_\_

or

\_\_\_\_ c. A corporation organized under the laws of the State of \_\_\_\_\_;

or

\_\_\_\_ d. A limited liability corporation organized under the laws of the State of \_\_\_\_\_;

2. Hereby proposes a bid of:

**PPURCHASE PRICE:** (\$ \_\_\_\_\_)

*Purchase Price in Words:* \_\_\_\_\_

**INITIAL DEPOSIT:** (\$ \_\_\_\_\_)

*Initial Deposit in Words:* \_\_\_\_\_

**SECOND DEPOSIT:** (\$ \_\_\_\_\_)

*Second Deposit in Words:* \_\_\_\_\_

and the Undersigned agrees to be bound by the following documents:

- Bid Solicitation Invitation and Package
- Attachment A Real Property Purchase and Sales Agreement



- Attachment B Specifications
- Attachment C Preliminary Title Report
- Attachment D Henry Street Property Pictures
- Attachment E Henry Street Property Directions

**OR**

**ALTERNATIVE BID PURCHASE PRICE PROPOSAL: (\$ )**

(Southern Oregon University is open to creative and alternative measures in the bidding process which it deems in its sole discretion to be to the direct benefit of the university as a public institution. Please describe any items below that the university should consider.)

*Contingent Bid Details in Words or as an attachment:*

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and the Undersigned agrees to be bound by the following documents:

- Bid Solicitation Invitation and Package
- Attachment A Real Property Purchase and Sales Agreement
- Attachment B Specifications
- Attachment C Preliminary Title Report
- Attachment D Henry Street Property Pictures
- Attachment E Henry Street Property Directions

3. The Undersigned certifies that this Bid has been arrived at independently and is being submitted without collusion with and without any agreement, understanding, or planned common course of action with any other bidder, designed to limit independent bidding or competition.

4. The Authorized Bid Agent for this sale is: \_\_\_\_\_  
 Office Phone: \_\_\_\_\_  
 Cell Phone: \_\_\_\_\_

5. Bidder Certification: By signature on this Bid Form the undersigned certifies that they are authorized to act on behalf of the Entity and that under penalty of perjury the undersigned confirm the following:

#### **SECTION I. BANKRUPTCY**

There are no attachments, executions, assignments for the benefit of

creditors or voluntary or involuntary proceedings in bankruptcy or under and any other debtor relief laws contemplated by a pending or threatened action or suit against Buyer or its partners, shareholders, investors, affiliates, or principals.

## **SECTION II. ERISA**

Buyer is not a party in interest with respect to any employee benefit or other plan within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended, ("ERISA"), or of Section 4975(e)(1) of the Code, which is subject to ERISA or Section 4975 and which is an investor in Seller.

## **SECTION III. OFAC**

Buyer and all beneficial owners of Buyer are in compliance with the requirements of the Order and other similar requirements contained in the rules and regulations of OFAC and in any other OFAC laws.

## **SECTION IV. COMPLIANCE WITH SOLICITATION**

The undersigned agrees and certifies that they:

1. Have read, understand, and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions contained herein (including any attachments); and
2. Are an authorized representative of the Entity, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the offer or contract termination. Will provide/furnish federal employee identification number or social security number with offer.

By signature below, Contractor agrees to be bound by this Bid.

NAME OF FIRM \_\_\_\_\_

ADDRESS \_\_\_\_\_

FEDERAL TAX ID \_\_\_\_\_

TELEPHONE NO \_\_\_\_\_

EMAIL \_\_\_\_\_

FAX NO \_\_\_\_\_

SIGNATURE \_\_\_\_\_

Sole Individual

---

Partner

---

Authorized Officer of Corporation or LLC

PRINTED NAME

---

Print Name and Title of Bidder Signatory

**\* \* \* \* \*    *END OF BID*    \* \* \* \* \***