

**COMMERCIAL ASSOCIATION OF REALTORS® OREGON/SW WASHINGTON  
PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY**  
(Oregon Commercial Form)

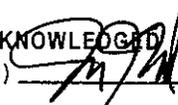
**AGENCY ACKNOWLEDGMENT**

Buyer shall execute this Acknowledgment concurrent with the execution of the Agreement below and prior to delivery of that Agreement to Seller. Seller shall execute this Acknowledgment upon receipt of the Agreement by Seller, even if Seller intends to reject the Agreement or make a counter-offer. In no event shall Seller's execution of this Acknowledgment constitute acceptance of the Agreement or any terms contained therein.

Pursuant to the requirements of Oregon Administrative Rules (OAR 863-015-0215), both Buyer and Seller acknowledge having received the Oregon Real Estate Agency Disclosure Pamphlet, and by execution below acknowledge and consent to the agency relationships in the following real estate purchase and sale transaction as follows:

- (a)  (agent name) Daren M. Duke and Michael Holzgang of Colliers International (firm) (Selling Licensee) is the agent of (check one):  Buyer exclusively;  Seller exclusively;  both Seller and Buyer ("Disclosed Limited Agency")
- (b)  (agent name) Peter Andrews of Melvin Mark Brokerage Company (firm) (Listing Licensee) is the agent of (check one):  Buyer exclusively;  Seller exclusively;  both Seller and Buyer ("Disclosed Limited Agency").

If the name of the same real estate firm appears in both Paragraphs (a) and (b) above, Buyer and Seller acknowledge that a principal broker of that real estate firm shall become the Disclosed Limited Agent for both Buyer and Seller, as more fully set forth in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller and the named real estate licensee(s).

Buyer: (print) Melvin J Mark (sign)  Date: 10/20/06

Buyer: (print) \_\_\_\_\_ (sign) \_\_\_\_\_ Date: \_\_\_\_\_

Seller: (print) \_\_\_\_\_ (sign) \_\_\_\_\_ Date: \_\_\_\_\_

Seller: (print) \_\_\_\_\_ (sign) \_\_\_\_\_ Date: \_\_\_\_\_

**PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY**

1 Dated: October 20, 2006  
 2 BETWEEN: The City of Portland ("Seller")  
 3 Address: 1120 SW 5<sup>th</sup> Avenue, Room 1204 Portland, Oregon 97204  
 4 AND: Mark Properties Limited Partnership ("Buyer")  
 5 Address: 111 SW Columbia, Suite 1380 Portland, OR 97201 attn: M. James  
 6 Mark  
 7 Buyer offers to buy and acquire from Seller (i) the real property and all improvements thereon  
 8 commonly known as Police Evidence Warehouse and located at 1130-1132 SW 17<sup>th</sup> Avenue

1 in the City of **Portland**, County of **Multnomah**, Oregon legally described on Exhibit A,  
2 attached hereto and incorporated herein by reference (the "Property") and [check box if  
3 applicable , (ii) all of Seller's right, title and interest in and to certain lease(s) by which the  
4 Property is demised as described on Exhibit B attached hereto and incorporated herein by  
5 reference (the "Leases"). If no legal description is attached, Buyer and Seller will attach a  
6 legal description upon receipt and reasonable approval by both parties of the Preliminary  
7 Commitment or, if applicable, the Survey. As partial consideration for the assignment of the  
8 Lease(s) to Buyer, at the Closing (as defined in Section 7 hereof) Buyer shall assume all of  
9 the obligations of the Lessor under the Lease which first accrue on or after the Closing Date  
10 (as defined in said Section 7). The parties shall accomplish such assignment and assumption  
11 by executing and delivering to each other through Escrow an Assignment of Lessor's Interest  
12 Under Lease substantially in the form of Exhibit B attached hereto (the "Assignment"). The  
13 occupancy of the Property by the Lessees under such Leases are hereinafter sometimes  
14 referred to as the "Tenancies".

15  
16 1. Purchase Price. The total purchase price is Three Million Twenty Five  
17 Thousand dollars (\$3,025,000) (the "Purchase Price") payable as follows: all cash at  
18 closing.

19  
20 1.1. Earnest Money Deposit. Upon execution of this Agreement, Buyer shall deliver  
21 to the Escrow Holder as defined in herein, for the account of Buyer \$200,000 as earnest  
22 money (the "Earnest Money") in the form of  cash or  check or  promissory note (the  
23 "Note"). If the Earnest Money is in the form of a check being held un-deposited by the   
24 Listing  Selling Firm, it shall be deposited no later than 5 PM Pacific Time three days after  
25 execution of the Agreement by Buyer and Seller in the  Listing  Selling Firm's Clients'  
26 Trust Account  to the Escrow (as hereinafter defined). If the Earnest Money is in the form  
27 of the Note, it shall be due and payable no later than 5 PM Pacific Time one day  after  
28 execution of this Agreement by Buyer and Seller or  after satisfaction or waiver by Buyer of  
29 the conditions to Buyer's obligation to purchase the Property set forth in this Agreement or   
30 Other: \_\_\_\_\_. If the Note is not redeemed and paid in full when due, then (i) the  
31 Note shall be delivered and endorsed to Seller (if not already in Seller's possession), (ii)  
32 Seller may collect the Earnest Money from Buyer, either pursuant to an action on the Note or  
33 an action on this Agreement, and (iii) Seller shall have no further obligations under this  
34 Agreement. The purchase and sale of the Property shall be accomplished through an escrow  
35 (the "Escrow") which Seller has established or will establish with Pacific Northwest Title  
36 Company, 111 SW Columbia, Suite 1280, Portland, OR 97201 Attn: Yvonne Clifford (the  
37 "Title Company) and the Earnest Money shall be deposited with  Title Company or   
38 Other: \_\_\_\_\_. The Earnest Money shall be applied to the payment of the purchase price for the  
39 Property at Closing. Any interest earned on the Earnest Money shall be considered to be part  
40 of the Earnest Money. The Earnest Money shall be returned to Buyer in the event any  
41 condition to Buyer's obligation to purchase the Property shall fail to be satisfied or waived  
42 through no fault of Buyer.

43  
44 2. Conditions to Purchase. Buyer's obligation to purchase the Property is  
45 conditioned on the following:  none or  Buyer's approval of the results of (i) the Property  
46 inspection described in Section 3 below and (ii) the document review described in Section 4  
47 and (iii) (describe any other condition) Buyer's acceptance of a mutually agreed to Seller  
48 lease-back of the building based on the lease form provided by Seller. If for any reason  
49 in Buyer's sole discretion, Buyer has not given written waiver of these conditions, or stated in

1 writing that these conditions have been satisfied, by written notice given to Seller within 30  
2 days after the delivery of a fully executed Agreement to Buyer and Seller,  
3 this Agreement shall be deemed automatically terminated, the Earnest Money shall be  
4 promptly returned to Buyer, and thereafter, except as specifically provided to the contrary  
5 herein, neither party shall have any further right or remedy hereunder.  
6

7       3. Property Inspection. Seller shall permit Buyer and its agents, at Buyer's  
8 sole expense and risk, to enter the Property at reasonable times after reasonable prior  
9 notice to Seller and after prior notice to the tenants of the Property as required by the  
10 tenants' leases, if any, to conduct any and all inspections, tests, and surveys concerning the  
11 structural condition of the improvements, all mechanical, electrical and plumbing systems,  
12 hazardous materials, pest infestation, soils conditions, wetlands, Americans with Disabilities  
13 Act compliance, and all other matters affecting the suitability of the Property for Buyer's  
14 intended use and/or otherwise reasonably related to the purchase of the Property including  
15 the economic feasibility of such purchase. Buyer shall indemnify, hold harmless, and defend  
16 Seller from all liens, costs, and expenses, including reasonable attorneys' fees and experts'  
17 fees, arising from or relating to Buyer's entry on and inspection of the Property. This  
18 agreement to indemnify, hold harmless, and defend Seller shall survive closing or any  
19 termination of this Agreement.  
20

21       4. Seller's Documents. Within 5 business days after the Execution Date, Seller  
22 shall deliver to Buyer, at Buyer's address shown below, legible and complete copies of  
23 the following documents ~~and other items~~ relating to the ownership, operation, and  
24 maintenance of the Property, ~~to the extent now in existence and to the extent such items are~~  
25 ~~within Seller's possession or control:~~ \_\_\_\_\_ Only those documents contained in the due  
26 diligence package provided by Seller's Agent. A summary of the file names is attached as  
27 Exhibit B.  
28

29       5. Title Insurance. Within 5 days after the Execution Date, Seller shall open the  
30 Escrow with the Title Company and deliver to Buyer a preliminary title report from the Title  
31 Company (the "Preliminary Commitment"), showing the status of Seller's title to the Property,  
32 together with complete and legible copies of all documents shown therein as exceptions to  
33 title ("Exceptions"). Buyer shall have 5 days after receipt of a copy of the Preliminary  
34 Commitment and Exceptions within which to give notice in writing to Seller of any objection to  
35 such title or to any liens or encumbrances affecting the Property. Within 5 days after the date  
36 of such notice from Buyer, Seller shall give Buyer written notice of whether it is willing and  
37 able to remove the objected-to Exceptions. Within 5 days after the date of such notice  
38 from Seller, Buyer shall elect whether to (i) purchase the Property subject to those objected-  
39 to Exceptions which Seller is not willing or able to remove or (ii) terminate this Agreement.  
40 On or before the Closing Date (defined below), Seller shall remove all Exceptions to which  
41 Buyer objects and which Seller agrees Seller is willing and able to remove. All remaining  
42 Exceptions set forth in the Preliminary Commitment and agreed to by Buyer shall be deemed  
43 "Permitted Exceptions." The title insurance policy to be delivered by Seller to Buyer  
44 at Closing shall contain no Exceptions other than the Permitted Exceptions, any Exceptions  
45 caused by Buyer and the usual preprinted Exceptions contained in an owner's standard ALTA  
46 form title insurance policy.  
47

48       6. Default; Remedies. Notwithstanding anything to the contrary contained in this  
49 Agreement, in the event Buyer fails to deposit the Earnest Money Deposit in Escrow strictly as

1 and when contemplated under Section 1.1 above, Seller shall have the right at any time  
2 thereafter to terminate this Agreement and all further rights and obligations hereunder by  
3 giving written notice thereof to Buyer. If the conditions, if any, to Buyer's obligation to  
4 consummate this transaction are satisfied or waived by Buyer and Buyer nevertheless fails,  
5 through no fault of Seller, to close the purchase of the Property, Seller's sole remedy  
6 shall be to retain the Earnest Money paid by Buyer. In the event Seller fails, through  
7 no fault of Buyer, to close the sale of the Property, Buyer shall be entitled to pursue  
8 any remedies available at law or in equity, including without limitation, the remedy of  
9 specific performance. In no event shall Buyer be entitled to punitive or consequential  
10 damages, if any, resulting from Seller's failure to close the sale of the Property.  
11

12 7. Closing of Sale. Buyer and Seller agree the sale of the Property shall be  
13 closed  on or before -----or  **twenty (20)** days after the Execution Date (the "Closing  
14 Date") in the Escrow. The sale shall be deemed "closed" when the document(s)  
15 conveying title to the Property is recorded and the Purchase Price (increased or decreased,  
16 as the case may be, by the net amount of credits and debits to Seller's account at Closing  
17 made by the Escrow Holder pursuant to the terms of this Agreement) is disbursed to Seller.  
18 At Closing, Buyer and Seller shall deposit with the Title Company all documents and funds  
19 required to close the transaction in accordance with the terms of this Agreement. At Closing,  
20 Seller shall deliver a certification in a form approved by Buyer that Seller is not a "foreign  
21 person" as such term is defined in the Internal Revenue Code and the Treasury Regulations  
22 promulgated under the Internal Revenue Code. If Seller is a foreign person and this  
23 transaction is not otherwise exempt from FIRPTA regulations, the Title Company shall be  
24 instructed by the parties to withhold and pay the amount required by law to the Internal  
25 Revenue Service. At Closing, Seller shall convey fee simple title to the Property to Buyer by  
26  statutory warranty deed or  (the "Deed")\_\_\_\_\_. If this Agreement provides for the  
27 conveyance by Seller of a vendee's interest in the Property by a contract of sale, Seller shall  
28 deposit with the Title Company (or other mutually acceptable escrow) the executed and  
29 acknowledged Deed, together with written instructions to deliver such deed to Buyer upon  
30 payment in full of the purchase price. At Closing, Seller shall pay for and deliver to Buyer a  
31 standard ALTA form owner's policy of title insurance (the "Policy") in the amount of the  
32 Purchase Price insuring fee simple title to the Property in Buyer subject only to the Permitted  
33 Exceptions and the standard preprinted exceptions contained in the Policy.  
34

35 8. Closing Costs; Prorates. Seller shall pay the premium for the Policy. Seller  
36 and Buyer shall each pay one-half of the escrow fees charged by the Title Company, any  
37 excise tax, and any transfer tax. Real property taxes for the tax year in which the transaction  
38 is closed, assessments (if a Permitted Exception), personal property taxes, rents and other  
39 Lessee charges arising from existing Tenancies paid for the month of Closing, interest on  
40 assumed obligations, and utilities shall be prorated as of the Closing Date. Prepaid rents,  
41 security deposits, and other unearned refundable deposits regarding the Tenancies shall  
42 be assigned and delivered to Buyer at Closing.  Seller  Buyer  N/A shall be  
43 responsible for payment of all taxes, interest, and penalties, if any, upon removal of the  
44 Property from any special assessment or program.  
45

46 9. Possession. Buyer shall be entitled to exclusive possession of the  
47 Property, subject to the Tenancies existing as of the Closing Date,  on the Closing Date or  
48  **As provided in the lease described in paragraph 2.**  
49

1           10. Condition of Property. Seller represents that, to the best of Seller's knowledge  
2 ~~without specific inquiry, Seller has received no written notices of violation of any laws, codes,~~  
3 ~~rules, or regulations applicable to the Property ("Laws"), and Seller is not aware of any such~~  
4 ~~violations or any concealed material defects in the Property which cost more than \$0.00 to~~  
5 ~~repair or correct.~~ Risk of loss or damage to the Property shall be Seller's until Closing and  
6 Buyer's at and after Closing. No agent of Buyer or Seller has made any representations  
7 regarding the Property. BUYER AND SELLER AGREE THAT THE REAL ESTATE LICENSEES  
8 NAMED IN THIS AGREEMENT HAVE MADE NO REPRESENTATIONS TO ANY PARTY  
9 REGARDING THE CONDITION OF THE PROPERTY, THE OPERATIONS ON OR INCOME  
10 FROM THE PROPERTY, THE TENANCIES, OR WHETHER THE PROPERTY OR THE USE  
11 THEREOF COMPLIES WITH LAWS. Except for Seller's representations set forth in this  
12 section 10, Buyer shall acquire the Property "as is" with all faults and buyer shall rely on the  
13 results of its own inspection and investigation in Buyer's acquisition of the Property. It shall  
14 be a condition of Buyer's obligation to close, and of Seller's right to retain the Earnest Money  
15 as of Closing, that all of the Seller's representations and warranties stated in this Agreement  
16 are materially true and correct on the Closing Date. Seller's representations and warranties  
17 stated in this Agreement shall survive Closing for one (1) year.

18  
19           11. Personal Property. This sale includes the following personal property:  None  
20 or  the personal property located on and used in connection with the Property and owned by  
21 Seller which Seller shall itemize in a schedule. Seller shall deliver to Buyer such schedule  
22 within N/A days after the Execution Date. ~~Seller shall convey all personal property owned by~~  
23 ~~Seller on or in the Property to Buyer by executing and delivering to Buyer at Closing through~~  
24 ~~Escrow a Bill of Sale substantially in the form of Exhibit C attached hereto and incorporated~~  
25 ~~herein by reference (the "Bill of Sale").~~

26  
27  
28           12. Notices. Unless otherwise specified, any notice required or permitted in,  
29 or related to, this Agreement must be in writing and signed by the party to be bound. Any  
30 notice will be deemed delivered (i) when personally delivered or delivered by facsimile  
31 transmission (with electronic confirmation of delivery), or (ii) on the day following delivery  
32 of the notice by reputable overnight courier, or (iii) three (3) days after mailing in the U.S.  
33 mails, postage prepaid, by the applicable party in all events, to the address of the other party  
34 shown in this Agreement, unless that day is a Saturday, Sunday, or legal holiday, in which  
35 event it will be deemed delivered on the next following business day. If the deadline under  
36 this Agreement for delivery of a notice or payment is a Saturday, Sunday, or legal holiday,  
37 such last day will be deemed extended to the next following business day.

38  
39           13. Assignment. Buyer  may not assign  may assign  may assign, only if  
40 the assignee is an entity owned and controlled by Buyer (may not assign, if no box is  
41 checked) this Agreement or Buyer's rights under this Agreement without Seller's prior written  
42 consent. If Seller's consent is required for assignment, such consent may be withheld in  
43 Seller's reasonable discretion.

44  
45           14. Attorneys' Fees. ~~In the event a suit, action, arbitration, or other proceeding of~~  
46 ~~any nature whatsoever, including without limitation any proceeding under the U.S. Bankruptcy~~  
47 ~~Code, is instituted, or the services of an attorney are retained, to interpret or enforce any~~  
48 ~~provision of this Agreement or with respect to any dispute relating to this Agreement, the~~  
49 ~~prevailing party shall be entitled to recover from the losing party its attorneys', paralegals',~~

1 ~~accountants', and other experts' fees and all other fees, costs, and expenses actually incurred~~  
2 ~~and reasonably necessary in connection therewith (the "Fees"). In the event of suit, action,~~  
3 ~~arbitration, or other proceeding, the amount of Fees shall be determined by the judge or~~  
4 ~~arbitrator, shall include all costs and expenses incurred on any appeal or review, and shall be~~  
5 ~~in addition to all other amounts provided by law.~~  
6

7       15. Statutory Land Use Disclaimer and Measure 37 Disclosure. THE PROPERTY  
8 DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT  
9 PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND  
10 REGULATIONS, WHICH, IN FARM AND FOREST ZONES, MAY NOT AUTHORIZE  
11 CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST  
12 FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE  
13 SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE  
14 SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON  
15 LAWS 2005 (BALLOT MEASURE 37 (2004)). BEFORE SIGNING OR ACCEPTING THIS  
16 INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK  
17 WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY  
18 APPROVED USES, THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND THE  
19 RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON  
20 LAWS 2005 (BALLOT MEASURE 37 (2004)).  
21  
22

23       16. Cautionary Notice About Liens. UNDER CERTAIN CIRCUMSTANCES, A  
24 PERSON WHO PERFORMS CONSTRUCTION-RELATED ACTIVITIES MAY CLAIM A LIEN  
25 UPON REAL PROPERTY AFTER A SALE TO THE PURCHASER FOR A TRANSACTION OR  
26 ACTIVITY THAT OCCURRED BEFORE THE SALE. A VALID CLAIM MAY BE ASSERTED  
27 AGAINST THE PROPERTY THAT YOU ARE PURCHASING EVEN IF THE CIRCUMSTANCES  
28 THAT GIVE RISE TO THAT CLAIM HAPPENED BEFORE YOUR PURCHASE OF THE  
29 PROPERTY. THIS INCLUDES, BUT IS NOT LIMITED TO, CIRCUMSTANCES WHERE THE  
30 OWNER OF THE PROPERTY CONTRACTED WITH A PERSON OR BUSINESS TO PROVIDE  
31 LABOR, MATERIAL, EQUIPMENT OR SERVICES TO THE PROPERTY AND HAS NOT PAID  
32 THE PERSONS OR BUSINESS IN FULL.  
33

34       17. Miscellaneous. Time is of the essence of this Agreement. The facsimile  
35 transmission of any signed document including this Agreement, in accordance with Paragraph  
36 12, shall be the same as delivery of an original. At the request of either party, the party  
37 delivering a document by facsimile will confirm facsimile transmission by signing and  
38 delivering a duplicate original document. This Agreement may be executed in two or more  
39 counterparts, each of which shall constitute an original and all of which together shall  
40 constitute one and the same Agreement. This Agreement contains the entire agreement and  
41 understanding of the parties with respect to the subject matter of this Agreement and  
42 supersedes all prior and contemporaneous agreements between them with respect thereto.  
43 Without limiting the provisions of Section 13 of this Agreement, this Agreement shall be  
44 binding upon and shall inure to the benefit of the parties and their respective successors and  
45 assigns. The person signing this Agreement on behalf of Buyer and the person signing this  
46 Agreement on behalf of Seller each represents, covenants and warrants that such person has  
47 full right and authority to enter into this Agreement and to bind the party for whom such  
48 person signs this Agreement to the terms and provisions of this Agreement. This Agreement  
49 shall not be recorded unless the parties otherwise agree.

1  
2 18. Addendums; Exhibits. The following named addendums and exhibits are  
3 attached to this Agreement and incorporated within this Agreement:  none or See Exhibit  
4 A & B

5  
6 19. Time for Acceptance. Seller has until 5:00 p.m. Pacific Time on October 27,  
7 2006 to accept this offer. Acceptance is not effective until a copy of this Agreement which  
8 has been signed and dated by Seller is actually received by Buyer. If this offer is not so  
9 accepted, it shall expire and the Earnest Money shall be promptly refunded to Buyer and  
10 thereafter, neither party shall have any further right or remedy against the other.

11  
12 20. Seller's Acceptance and Brokerage Agreement. By execution of this  
13 Agreement, Seller agrees to sell the Property on the terms and conditions in this Agreement.  
14 Seller further agrees to pay a commission to Colliers International (50%) & Melvin Mark  
15 Brokerage Company (50%) ("Broker") in the total amount computed in accordance with (i)  
16 the listing agreement or other commission agreement dated 6/20/2006 between  
17 Seller and Broker, which provides for a commission of  Five percent (5%) of the purchase  
18 price or  \$\_\_\_\_\_. Seller and Broker agree that the commission is deemed earned as of the  
19 earlier of (i) Closing or (ii) the date Buyer waives all conditions precedent to Closing as set  
20 forth in this Agreement. Unless otherwise provided in a separate written agreement, Seller  
21 shall cause the Escrow Holder to deliver to Broker the real estate commission on the Closing  
22 Date or upon Seller's breach of this Agreement, whichever occurs first. If the Earnest Money  
23 is forfeited and retained by Seller in accordance with this Agreement, in addition to any other  
24 rights the Broker may have, the Broker shall be entitled to the lesser of (A) fifty percent (50%)  
25 of the Earnest Money or (B) the commission agreed to above, and Seller hereby assigns such  
26 amount to the Broker.

27  
28 21. Execution Date. The Execution Date is the later of the two dates shown  
29 beneath the parties' signatures below.

30  
31 22. Governing Law. This Agreement is made and executed under, and in all  
32 respects shall be governed and construed by the laws of the State of Oregon.

33  
34  
35 CONSULT YOUR ATTORNEY. THIS DOCUMENT HAS BEEN PREPARED FOR SUBMISSION  
36 TO YOUR ATTORNEY FOR REVIEW AND APPROVAL PRIOR TO SIGNING. NO  
37 REPRESENTATION OR RECOMMENDATION IS MADE BY THE COMMERCIAL ASSOCIATION  
38 OF REALTORS® OREGON/SW WASHINGTON OR BY THE REAL ESTATE LICENSEES  
39 INVOLVED WITH THIS DOCUMENT AS TO THE LEGAL SUFFICIENCY OR TAX  
40 CONSEQUENCES OF THIS DOCUMENT.

41  
42 THIS FORM SHOULD NOT BE MODIFIED WITHOUT SHOWING SUCH MODIFICATIONS BY  
43 REDLINING, INSERTION MARKS, OR ADDENDA.

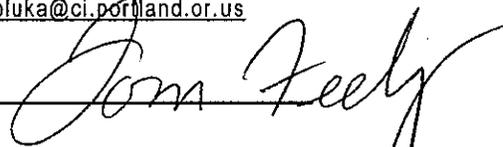
44  
45 **Buyer** Mark Properties Limited Partnership      **Seller** The City of Portland  
46 By M James Mark      By \_\_\_\_\_  
47 Title Managing Partner      Title \_\_\_\_\_  
48 Execution Date \_\_\_\_\_      Execution Date \_\_\_\_\_  
49 Time of Execution \_\_\_\_\_      Time of Execution \_\_\_\_\_

1 | Home Phone \_\_\_\_\_  
2 | Office Phone 503.223.9203  
3 | Address 111 SW Columbia, Suite 1380  
4 | City Portland  
5 | Zip 97201  
6 | Fax No. 503.223.4606  
7 | E-Mail imark@melvinmark.com

~~Home Phone \_\_\_\_\_~~  
Office Phone 503-823-6932  
Address 1120 SW 5<sup>th</sup> Avenue, Suite 1204  
City Portland, Oregon 97204  
Zip Att: Diana Lee Holuka  
Fax No. 503-823-5342  
E-Mail DHoluka@ci.portland.or.us

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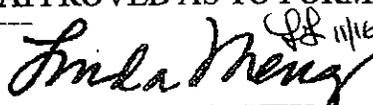
8  
9  
10 | Signature \_\_\_\_\_

Signature 

Approved as to form:

APPROVED AS TO FORM

Deputy City Attorney

  
CITY ATTORNEY

**EXHIBIT A  
LEGAL DESCRIPTION OF PROPERTY**

1

To be provided prior to execution.

# PortlandMaps

[New Search](#) | [Mapping](#) | [Advanced](#) | [Google Earth](#) | [Help](#)

1130 SW 17TH AVE - GOOSE HOLLOW - PORTLAND

[Explorer](#) | [Property](#) | [Maps](#) | [Crime](#) | [Census](#) | [Transportation](#)

[Summary](#) | [Assessor](#) | [Permits/Cases](#) | [Block](#) | [Schools](#) | [Parks](#) | [Capital Projects](#) | [Development](#) | [Clean River Rewards](#) | [Noise](#) | [Storage Tank](#)

## General Information

Property ID	R145219	
County	MULTNOMAH	
State ID	1S1E04AB 1800	
Alt Account #	R198700050	
Map Number	3128 OLD	
Site Info		
Site Address	1130-1132 SW 17TH AVE	
City/State/Zip	PORTLAND OR 97205	
Owner Info		
Owner(s) Name	PORTLAND CITY OF % PROPERTY MANAGER	
Owner Address	1120 SW 5TH AVE #1204	
City/State/Zip	PORTLAND OR 97204	

## Property Description

Tax	DAVENPORT TR; LOT 5 BLOCK 1; N 5' OF LOT 6 BLOCK 1; LOT 7-12	Use	PUBLIC BLDG
Roll	BLOCK 1		
Lot	5,6,7-12	Block	1

### Tax Districts

101	PORT OF PORTLAND	130	CITY OF PORTLAND
130L	CITY OF PORTLAND CHILDREN LOP	130M	CITY OF PORTLAND PARKS LOP
143	METRO	170	MULTNOMAH COUNTY
170L	MULT CO LIBRARY LOCAL OPT TAX	171	URBAN RENEWAL PORTLAND
173	URB REN SPECIAL LEVY - PORTLAND	198	TRI-MET TRANSPORTATION
304	MULTNOMAH CO ESD	309	PORTLAND COMM COLLEGE
311	PORTLAND SCHOOL DIST #1		

### Deed Information

Sale Date	Type	Instrument	Sale Price
	IN	09300583	\$0.00

## Land Information

Type	Acres	SQFT
		0

## Improvement Information

Improvement Type
Improvement Value \$2,403,890.00
Room Descriptions

## EXHIBIT B

1. Building Plans
2. Description and Qualification of Operating Costs for the building including utilities bills, maintenance contracts, property taxes and assessments;
3. Correspondence to and from governmental entities;
4. All information in Seller's possession or control concerning the environmental condition of the property
5. All information in Seller's possession or control pertaining to condition of improvements such as roof, structure or mechanical systems;
6. All studies, Reports or Surveys in Seller's possession or control pertaining to wetlands and property boundaries
7. A list of any capital improvements or major repairs made to the property by Seller or its former tenants within the last 5 year period and copies of all contracts for such improvements or repairs.

If Seller does not have any of the requested information, Seller shall identify in writing to Buyer within the 7 day period those items Seller does not have or is unable to reasonably obtain.