

Multnomah County Official Records
C Swick, Deputy Clerk

2009-127636



\$36.00

00555396200901276360040046

09/04/2009 02:56:02 PM

1R-B&S DEED
\$20.00 \$11.00 \$5.00

Cnt=1 Stn=11 RECCASH2

After recording return to:
City of Portland-Attn: Todd Lofgren
1120 SW Fifth Avenue #1302
Portland, OR 97204

Until a change is requested all tax statements
shall be sent to the following address:
City of Portland-Attn: Todd Lofgren
1120 SW Fifth Avenue #1302
Portland, OR 97204

File No.: NCS-391549-OR1 (mk)
Date: August 03, 2009

STATUTORY BARGAIN AND SALE DEED

Margartet J. Thompson, Personal Representative of the Estate of Harry G. Thompson, deceased, Grantor, conveys to **City of Portland, a municipal corporation,** Grantee, the following described real property:

See Legal Description attached hereto as Exhibit A and by this reference incorporated herein.

The true consideration for this conveyance is **\$1,350,000.00.** (Here comply with requirements of ORS 93.030)

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195-336 AND SECTIONS 5 TO 11, OF CHAPTER 424, OREGON LAWS 2007. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. 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 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195-336 AND SECTIONS 5 TO 11, OF CHAPTER 424, OREGON LAWS 2007.

FATCO. NO. NCS-391549

36

4

Dated this 4th day of September, 2009.

Seller:

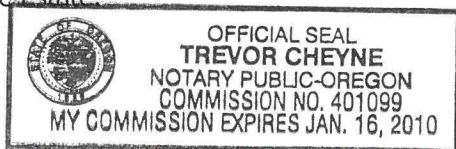
Margaret J. Thompson

By: Margaret J. Thompson

Title: Personal Representative of The Estate of Harry G. Thompson

STATE OF : Oregon)
County of : Multnomah)ss.

This instrument was acknowledged before me on this 4 day of September, 2009 by Margaret J. Thompson as Personal Representative of The Estate of Harry G. Thompson, on behalf of the Estate.



Trevor Cheyne
Print Name: Trevor Cheyne
Notary Public for : OR
My commission expires: : 1/16/2010

This conveyance is approved as to form and content and accepted by the City of Portland, an Oregon municipal corporation.

THE CITY OF PORTLAND

By: [Signature]

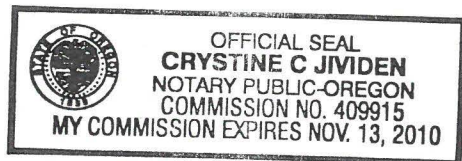
Title: MAYOR

Approved as to Form:

[Signature]
APPROVED AS TO FORM
CITY ATTORNEY

STATE OF : Oregon)
County of : Multnomah)ss.

This instrument was acknowledged before me on this 4th day of September, 2009 by Sam Adams who is Mayor of the City of Portland.



Crystine C. Jividen
Print Name: CRYSTINE C. JIVIDEN
Notary Public for : OREGON
My commission expires: : 11-13-2010

EXHIBIT A

LEGAL DESCRIPTION: Real property in the County of Multnomah, State of Oregon, described as follows:

PARCEL I:

LOT 36, HOLLYWOOD (PLAT BOOK 360, PAGE 0048), IN THE CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON.

TOGETHER WITH THAT PORTION OF VACATED S.E. HENDERSON STREET THAT INURED THERETO BY ORDINANCE NO. 145166, RECORDED MARCH 15, 1978, IN BOOK 1248, PAGE 1392.

EXCEPTING FROM SAID LOT 36 THE SOUTH 30 FEET THEREOF TAKEN FOR THE ESTABLISHMENT OF S.E. FLAVEL STREET (RD. NO. 1247).

PARCEL II:

LOT 37, HOLLYWOOD (PLAT BOOK 360, PAGE 0048), IN THE CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON, EXCEPT THE EAST 94 FEET THEREOF.

TOGETHER WITH THAT PORTION OF VACATED S.E. HENDERSON STREET THAT INURED TO THE PORTION OF SAID LOT 37 DESCRIBED ABOVE THAT INURED THERETO BY ORDINANCE NO. 145166, RECORDED MARCH 15, 1978, IN BOOK 1248, PAGE 1392.

EXCEPTING THE EASTERLY 94 FEET THEREOF.

ALSO EXCEPTING FROM SAID PORTION OF LOT 37 THE SOUTH 30 FEET THEREOF TAKEN FOR THE ESTABLISHMENT OF S.E. FLAVEL STREET (RD. NO. 1247).

PARCEL III:

THE SOUTH HALF OF THAT PORTION OF VACATED S.E. HENDERSON STREET, VACATED BY ORDINANCE NO. 145166, RECORDED MARCH 15, 1978, IN BOOK 1248, PAGE 1392, LYING BETWEEN THE NORTHERLY EXTENSION OF THE EAST LINE OF LOT 37, HOLLYWOOD (PLAT BOOK 360, PAGE 0048), AND THE NORTHERLY EXTENSION OF THE WEST LINE OF THE EAST 94 FEET OF SAID LOT 37, IN THE CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON.

PARCEL IV:

LOT 30, HOLLYWOOD (PLAT BOOK 360, PAGE 0048), IN THE CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON, EXCEPT THE EAST 94 FEET THEREOF.

TOGETHER WITH THAT PORTION OF VACATED S.E. HENDERSON STREET THAT INURED TO THE PORTION OF SAID LOT 30 DESCRIBED ABOVE THAT INURED THERETO BY ORDINANCE NO. 145166, RECORDED MARCH 15, 1978, IN BOOK 1248, PAGE 1392.

PARCEL V:

THE EAST 94 FEET OF LOT 30, HOLLYWOOD (PLAT BOOK 360, PAGE 0048), IN THE CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON.

TOGETHER WITH THAT PORTION OF VACATED S.E. HENDERSON STREET THAT INURED TO THE PORTION OF SAID LOT 30 DESCRIBED ABOVE THAT INURED THERETO BY ORDINANCE NO. 145166, RECORDED MARCH 15, 1978, IN BOOK 1248, PAGE 1392.

AND TOGETHER WITH THAT PORTION OF LOT 27, HOLLYWOOD (PLAT BOOK 360, PAGE 0048), DESCRIBED AS FOLLOWS:

**BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 27;
THENCE EAST ALONG THE SOUTH LINE, 25.6 FEET TO THE NORTHEAST CORNER OF LOT 30, HOLLYWOOD (PLAT BOOK 360, PAGE 0048);
THENCE NORTH AS IF FOLLOWING AN EXTENSION OF THE EAST LINE OF SAID LOT 30, A DISTANCE OF 23.04 FEET, MORE OR LESS, TO A POINT ON THE FORMER PORTLAND TRACTION CO. RIGHT-OF-WAY;
THENCE SOUTHWEST ALONG SAID PORTLAND TRACTION CO. RIGHT-OF-WAY TO THE POINT OF BEGINNING.**

THE LEGAL DESCRIPTION WAS CREATED PRIOR TO JANUARY 01, 2008.

30000798

COPY

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (the "Agreement") is made and entered into as of the last date of signature indicated below (the "Effective Date"), by and the estate of Harry G. Thompson (the "Seller"), by and through Margaret Thompson, its authorized representative, and the City of Portland, a municipal corporation ("City").

RECITALS

A. The Seller is the owner of approximately 1.91 acres of real property (hereinafter referred to as the "Property"), together with the improvements thereon, if any, and all rights appurtenant thereto owned by Seller, including but not limited to access rights, timber rights, water rights, grazing rights, development rights and mineral rights located at *8925 and 8931 SE Flavel, Portland, Oregon 97206, and including Parcel Number R183195 HOLLYWOOD; TL 15701 Lot 27&30 Map 3739, Parcel Number R183198 HOLLYWOOD; INC PT VAC ST-EXC E 94' Lot 30 Map 3739, and Parcel Number R183234 HOLLYWOOD; TL 14900 Lot 37 Map 3739* in the County of Multnomah, State of Oregon, and more particularly described in Exhibit A, attached hereto and incorporated herein.

B. The City desires to purchase from the Seller, and the Seller desires to sell and convey to the City, all right, title and interest in the Property. The terms of this Agreement are as follows:

TERMS

1. **Purchase and Sale.** The Seller agrees to sell and convey to City, and City agrees to purchase from the Seller, the Property upon the terms and conditions set forth in this Agreement.
2. **Purchase Price.** The Purchase Price for the Property shall be *one million and four hundred thousand and no/100 (\$1,400,000.00)*, subject to the appraisal condition set forth in Section 5.A.2) below.
3. **Payment of Purchase Price.** The Purchase Price shall be payable as follows:
 - A. **Earnest Money.** Within fifteen (15) business days after execution of this Agreement, City shall deposit into escrow a promissory note in the amount of \$25,000.00 ("Escrow Deposit") to **First American Title Company** ("Escrow Holder") at 200 SW Market Street, Suite 250, Portland, OR. 97201 (the "Escrow Holder" and "Title Company"). Within ten (10) days after satisfaction of all contingencies, provided for herein, including City Council approval, the promissory note shall be converted into cash. At Closing, the Escrow Deposit, together with interest on it, if any, shall be credited toward the down payment of the Purchase Price.
 - B. **Down Payment.** On or before the closing date, City shall deposit the difference between the Escrow Deposit and \$400,000 into escrow, with the total amount then in escrow to be a down payment on the total Purchase Price.
 - C. **Seller Financing.** The City's obligation to pay the remaining \$1 million of the Purchase Price will be evidenced by a promissory note and secured by a first priority trust deed encumbering the Property, the forms of which will be reasonably acceptable to the City Attorney and Seller's attorney. The key terms and conditions of financing are:

- 1) Interest Rate: Seven percent (7%)
- 2) Amortization Period: Thirty (30) years
- 3) Payments: Buyer's payments shall begin on March 1, 2011. The interest shall start accruing on the loan as of the closing date at a rate.
- 4) Balloon Payment: Buyer shall pay off the remaining loan amount balance ten (10) years from the closing date.
- 5) Prepayment: The Buyer may prepay the loan amount anytime without penalty.
4. **Probate Court Approval.** As provided for elsewhere herein, the City's obligations under this Agreement are, among other things, contingent upon Seller providing sufficient evidence of marketable title and Seller's authority to sell the Property. Accordingly, the City's deadlines provided for in this Agreement will be related to the date that the Title Company has notified the City in writing that said evidence has been provided, with that date referred to herein as the Commencement Date.
5. **Closing Date.** This transaction shall close on or before ninety (90) days from the Commencement Date, or as soon thereafter as reasonably possible, unless otherwise extended as set forth herein (the "Closing Date" or "Closing"). Unless otherwise agreed, closing will occur at the Title Company.
6. **Conditions Precedent to Closing.**
 - A. Conditions Precedent to City's Obligations. In addition to any other conditions contained in this Agreement, the following conditions precedent must be satisfied prior to City's obligation to acquire the Property. These conditions are intended solely for City's benefit and City shall have the sole right and discretion to waive, by written notice, any of the conditions. In the event any condition is not satisfied or waived on or before Closing, or other date as set forth herein, City shall have the right to terminate this Agreement and be refunded its Escrow Deposit, and to exercise any other remedy available. In the event that City determines that the Property is unacceptable, it shall provide Seller with copies of any studies, surveys, investigations or analyses which were relied on for said determination.
 - 1) City Council Approval. This Agreement is expressly conditioned upon the formal approval by the City Council of the terms and conditions set forth in this Agreement. If the City Council has not authorized and approved the Agreement by the Closing Date, then the Closing Date shall be automatically extended for a 45-day period so that City Council approval may be pursued.
 - 2) Valuation. The Purchase Price will be verified by an independent appraiser of the City's choosing, in accordance with the Uniform Standards of Professional Appraisal Practices and general appraisal standards.
 - 3) Title. At Closing, the Seller shall convey fee simple title to the Property by statutory bargain and sale deed. Title shall be good and marketable and shall be insurable as such at ordinary rates pursuant to an ALTA standard owner's title insurance policy issued at Closing by the Title Company free and clear of all liens and encumbrances except for the Permitted Exceptions (defined below).
 - 4) Title Report. Within fifteen (15) days following the Commencement Date of this Agreement, City shall order a preliminary Title Report covering the Property, together with legible copies of all plats and exceptions to title referenced in the Title Report. Within thirty (30) days of receiving the Title Report and the Exceptions documents, or within sixty (60) days of the Commencement Date, whichever is later,

City shall give written notice to Seller of the exceptions to title that City shall require Seller to remove of record at or before Closing (the "Unacceptable Exceptions"). Exceptions to title not objected to are referred to as "Permitted Exceptions." Seller shall thereafter have fifteen (15) days to use its best efforts to remove such exceptions at Seller's sole cost or inform City in writing that it is unable to remove any such exception. All new exceptions to title appearing on subsequent title reports shall be considered unacceptable, unless accepted in writing by City. If for any reason Seller cannot remove any of the Unacceptable Exceptions before Closing, then City may elect to either:

- (a) accept title to the Property subject to such exceptions;
 - (b) waive its objection in writing to Seller and elect to have any monetary lien or encumbrance removed at Closing to the extent that it can be satisfied and removed by application of all or a portion of the Purchase Price payable to Seller at Closing;
 - (c) refuse to accept the Property and terminate this Agreement, in which case the Escrow Deposit shall be refunded to City; or
 - (d) extend the Closing Date for a 45-day period so that Seller may have additional time to remove the unwanted exceptions, and, if at the end of the 45-day period, the exceptions have not been removed, City may elect either (iv)(a), (b), or (c) above.
- 5) Environmental Review. Before Closing, City may, at its expense, engage consultants, surveyors or engineers of City's choosing to conduct environmental studies, soil analyses, surveys, and appraisals of the Property as City in its sole discretion deems necessary. Within ten (10) days after the Commencement Date, Seller shall deliver to City a copy of all environmental studies or analyses relating to the Property within its possession or control. City or its agents shall have the right to enter the Property at reasonable times before Closing to make such tests, inspections, soil analyses, studies, surveys, appraisals and other investigations as City may require, at City's sole discretion. Seller shall cooperate with City in making such tests and studies. Any area disturbed by such tests and studies shall be restored by City, at City's expense, to its pre-inspection condition. It shall be a condition to Closing that the results of such environmental studies, surveys or analyses be acceptable to City in its sole discretion. If City notifies Seller prior to the Closing Date that City cannot accept the Property due to the results of its investigation under this section, the Closing Date shall be automatically extended for a 45-day period so that Seller and City may address the results of the investigation. If, at the end of the 45-day period, City and Seller have not reached an agreement regarding the items disclosed in the investigation, then City may, at its option and upon written notice to Seller, terminate this Agreement of Purchase and Sale, in which case the escrow money shall be refunded to City.
- 6) Boundaries/Access; Delivery of Surveys and Reports. It is a condition to Closing that: (1) there are no discrepancies in the boundaries of the Property; (2) there are no encroachments or prescriptive or adverse rights on or affecting the Property or any portion thereof; (3) the Property has insurable vehicular access; and (4) the Property contains at least 1.91 acres. If City notifies Seller prior to the Closing Date that any of the requirements are not satisfied, the Closing Date shall be automatically extended for a 45-day period so that Seller and City may address the issue(s). If at the end of

the 45-day period, City and Seller have not reached an agreement regarding the items disclosed in the investigation, then City may, at its option and upon written notice to Seller, terminate this Agreement of Purchase and Sale, in which case the escrow money shall be refunded to City. Within ten (10) days after execution of this Agreement, Seller shall deliver to City a copy of all surveys made of the Property and in the possession of Seller, as well as any environmental or other reports, test data or studies relating specifically to the Property and in Seller's possession or control. If Seller knows of any such surveys, studies or reports that are not in Seller's possession, Seller shall notify City of the existence of such reports.

- 7) Building and Site Inspection. Before Closing, City may, at its expense, engage consultants, surveyors or engineers of City's choosing to conduct inspections, environmental studies, or other investigations of the improvements on the Property, including ceiling and floor samples, and of the well and septic system, as City in its sole discretion deems necessary. City or its agents shall provide forty-eight (48) hours notice prior to entering buildings to conduct such inspections, tests, or studies, and City or its agent shall have the right to enter the remainder of the Property at reasonable times before Closing to make such tests, inspections, studies, and other investigations as City may require, at City's sole discretion. It shall be a condition to Closing that the results of such building, water, and sewer inspections, analyses or studies be acceptable to City in its sole discretion.
- 8) Contractor Indemnification. Contractors conducting inspections of the Property on behalf of the City shall defend, indemnify and hold Seller harmless from and against any death, personal injury or property damage resulting from said contractors inspection activities.
- 9) Representations, Warranties, and Covenants of Seller. The Seller shall have duly performed every act to be performed by the Seller hereunder and the Seller's representations, warranties, and covenants set forth in this Agreement shall be true and correct as of the Closing Date.
- 10) No Material Changes. At the Closing Date, there shall have been no material adverse changes related to or connected with the Property.
- 11) Seller's Deliveries. The Seller shall have timely delivered each item to be delivered by the Seller pursuant to this Agreement.
- 12) Title Insurance. As of the close of the escrow, the Escrow Holder shall have issued or committed to issue the title policy to City.
- 13) Taxes, Assessments and Encumbrances. Except for Case No. 0903-03187, which Title Company will insure against, Seller agrees that all taxes, assessments and encumbrances (except the amount claimed by City in Case No. 0903-03187) that will be a lien against the Property at Closing, whether or not those charges would constitute a lien against the Property at settlement, shall be satisfied of record by Seller. If Seller shall fail to do so, City may pay any such tax, assessment, encumbrance or other charge and deduct an amount equal to any such payment from the Purchase Price of the Property. Regular real property taxes payable during the year in which Closing occurs and any rents or income applicable to the Property shall be prorated as of Closing. Notwithstanding anything to the contrary herein, local district assessments that have been Bancroft-bonded will be prorated between the Parties at closing.

- B. Conditions Precedent to Seller's Obligations. The close of escrow and the Seller's obligations with respect to the transactions contemplated by this Agreement are subject to City's delivery to the Escrow Holder on or before the Closing Date, for disbursement as provided herein, of the Purchase Price and the documents and materials described in Section 6.B.
- C. Failure of Conditions to Closing. In the event any of the conditions set forth in Section 5.A. or 5.B. are not timely satisfied or waived, for a reason other than the default of City or the Seller under this Agreement:
- 1) This Agreement, the escrow, and the rights and obligations of City and the Seller shall terminate, except as otherwise provided herein; and
 - 2) The Escrow Holder is hereby instructed to promptly return to the Seller and City all funds and documents deposited by them, respectively, in escrow that are held by the Escrow Holder on the date of the termination.
- D. Cancellation Fees and Expenses. In the event the escrow terminates because of the nonsatisfaction of any condition for a reason other than the default of the Seller under this Agreement, the cancellation charges required to be paid by and to the Escrow Holder shall be borne by City. In the event this escrow terminates because of the Seller's default, the cancellation charges required to be paid by and to the Escrow Holder shall be borne by the Seller.
- 7. Deliveries to Escrow Holder.**
- A. By Seller. On or before the Closing Date, the Seller shall deliver the following in escrow to the Escrow Holder:
- 1) Deed. A statutory bargain and sale deed duly executed and acknowledged in recordable form by the Seller, conveying the Property to City subject only to the special exceptions acceptable to City as established under Section 5 of this Agreement, and any other matters that may be approved in writing by City.
 - 2) Nonforeign Certification. The Seller represents and warrants that it is not a "foreign person" as defined in IRC §1445. The Seller will give an affidavit to City to this effect in the form required by that statute and related regulations.
 - 3) Proof of Authority. Such proof of the Seller's authority and authorization to enter into this Agreement and consummate the transaction contemplated by it, and such proof of the power and authority of the persons executing and/or delivering any instruments, documents, or certificates on behalf of the Seller to act for and bind the Seller, as may be reasonably required by the Escrow Holder and/or City.
 - 4) Lien Affidavits. Any lien affidavits or mechanic's lien indemnifications as may be reasonably requested by the Escrow Holder in order to issue the title policy.
 - 5) Other Documents. Such other fully executed documents and funds, including without limitation, escrow instructions, as are required of Seller to close the sale in accordance with this Agreement.
- B. By City. On or before the Closing Date, City shall deliver the following in escrow to the Escrow Holder.
- 1) Purchase Price. \$400,000 in cash, along with a promissory note and trust deed for \$1 million.
 - 2) Proof of Authority. Such proof of City's authority and authorization to enter into this Agreement and consummate the transaction contemplated by it, and such proof of the power and authority of the persons executing and/or delivering any instruments,

documents, or certificates on behalf of City to act for and bind City, as may be reasonably required by the Escrow Holder and/or the Seller.

- 3) Other Documents. Such other fully executed documents and funds, including without limitation, escrow instructions, as are required of Seller to close the sale in accordance with this Agreement.
8. **Deliveries to City at Closing.** The Seller shall deliver exclusive possession of the Property to City at close of escrow.
9. **Title Insurance.** At Closing, the Seller shall provide, at its expense, a standard owner's ALTA title insurance policy in the full amount of the Purchase Price specified above, insuring fee simple title vested in City or its nominees, subject only to the Permitted Exceptions as established under Section 5 of this Agreement.
10. **Costs.** City shall pay the cost of recording the deed and the memorandum of purchase and sale; Seller shall pay all other recording charges, if any. Seller shall pay the premium for the title insurance policy that Seller is obligated to provide to City, and for all conveyance, excise, and/or transfer taxes payable by reason of the purchase and sale of the Property. City and Seller shall each pay one-half of all escrow fees and costs. City and the Seller shall each pay its own legal and professional fees of other consultants incurred by City and the Seller, respectively. All other costs and expenses shall be allocated between City and the Seller in accordance with the customary practice in Multnomah County, Oregon.
11. **Seller's Representations and Warranties.** Seller hereby warrants and represents to City the following matters, and acknowledges that they are material inducements to City to enter into this Agreement. Seller agrees to indemnify, defend, and hold City harmless from all expense, loss, liability, damages and claims, including attorneys' fees, arising out of the breach or falsity of any of Seller's representations, warranties, and covenants. These representations, warranties, and covenants shall survive Closing. Seller warrants and represents to City that the following matters are true and correct, and shall remain true and correct through Closing:
 - A. Authority. Except for any probate court approval required, Seller has full power and authority to enter into this Agreement (and the persons signing this Agreement for Seller, if Seller is not an individual, have full power and authority to sign for Seller and to bind it to this Agreement) and to sell, transfer and convey all right, title, and interest in and to the Property in accordance with this Agreement. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority, or other party is required.
 - B. Legal Access. To the best of Seller's knowledge, the Property has insurable vehicular access to a public road.
 - C. Hazardous Substances. For purposes of this Agreement, the phrase "Hazardous Substances" shall include but not be limited to the substances defined in ORS 465.200. Seller warrants, represents, and covenants as follows:
 - 1) To the knowledge of Seller, there are no Hazardous Substances in, upon, or buried on or beneath the Property and no Hazardous Substances have been emitted or released from the Property in violation of any environmental laws of the federal or state government;
 - 2) Seller has not brought onto, stored on, buried, used on, emitted or released from, or allowed to be brought onto, stored on, buried, used on, emitted, released from, or

produced or disposed of, from or on the Property, any Hazardous Substances in violation of any environmental laws of the federal or state government;

- 3) To the knowledge of Seller, no underground storage tanks are located on the Property, including (without limitation) any storage tanks that contain, or previously contained, any Hazardous Substances, and Seller agrees not to cause or permit any such tanks to be installed in the Property before Closing;
 - 4) To the best of the Seller's knowledge, the Property is materially in compliance with applicable state and federal environmental standards and requirements affecting it;
 - 5) The Seller has not received any notices of violation or advisory action by regulatory agencies regarding environmental control matters or permit compliance with respect to the Property;
 - 6) The Seller has not transferred Hazardous Substances from the Property to another location that is not in compliance with applicable environmental laws, regulations, or permit requirements. To the best of the Seller's knowledge, no other person has transferred Hazardous Substances from the Property to another location that is not in compliance with applicable environmental laws, regulations, or permit requirements; and
 - 7) There are no proceedings, administrative actions, or judicial proceedings pending or, to the best of Seller's knowledge, contemplated under any federal, state, or local laws regulating the discharge of hazardous or toxic materials or substances into the environment.
- D. Contracts, Leases, Rights Affecting Property. Seller has not entered into, and will not enter into, any other contracts for the sale of the Property, nor do there exist nor will there be any rights of first refusal, options to purchase the Property, leases, mortgages, licenses, easements, prescriptive rights, permits, or other rights or agreement, written or oral, express or implied, which in any way affect or encumber the Property or any portion thereof. The Seller has not sold, transferred, conveyed, or entered into any agreement regarding timber rights, mineral rights, water rights, "air rights," or any other development or other rights or restrictions, relating to the Property, and to Seller's knowledge no such rights encumber the Property, and will not through Closing.
- E. No Legal Proceedings. Except for Case No. 0903-03187, there is no suit, action, arbitration, judgment, legal, administrative, or other proceeding, claim, lien, or inquiry pending or threatened against the Property, or any portion thereof, or pending or threatened against Seller which could affect Seller's right or title to the Property, or any portion thereof, affect the value of the Property or any portion thereof, or subject an owner of the Property, or any portion thereof, to liability.
- F. Mechanic's and Other Liens. No work on the Property has been done or will be done, or materials provided, giving rise to actual or impending mechanic's liens, private liens, or any other liens, against the Property or any portion thereof.
- G. Public Improvements or Governmental Notices. To the best of Seller's knowledge, there are no intended public improvements which will result in the creation of any liens upon the Property or any portion thereof, nor have any notices or other information been served upon Seller from any governmental agency notifying Seller of any violations of law, ordinance, rule or regulation which would affect the Property or any portion thereof.
- H. Breach of Agreements. The execution of this Agreement will not constitute a breach or default under any agreement to which Seller is bound or to which the Property is subject.

- I. Possession. The Seller shall deliver possession of the Property to the Buyer at time of recording of deed.
 - J. Bankruptcy Proceedings. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, or other proceedings are pending or, to the best of Seller's knowledge, threatened against the Seller, nor are any such proceedings contemplated by Seller.
 - K. Reforestation. The Property is not subject to any pending or delinquent reforestation requirements/Seller has complied with all reforestation requirements.
 - L. Recitals. The statements and information set forth in the Recitals are true and correct.
 - M. Changed Conditions. If Seller discovers any information or facts that would materially change the foregoing warranties and representations, Seller shall immediately give notice to City of those facts and information. If any of the foregoing warranties and representations cease to be true before the close of escrow, Seller shall be obligated to use its best efforts to remedy the problem, at its sole expense, before the close of escrow. If the problem is not remedied before close of escrow, City may elect to either: (a) terminate this Agreement in which case City shall have no obligation to purchase the Property and all escrow payments shall be refunded to City, or (b) defer the Closing Date for a period not to exceed ninety (90) days or until such problem has been remedied, whichever occurs first. If the problem is not remedied within that timeframe, City may elect to terminate this Agreement and receive a refund of its escrow deposit. City's election in this regard shall not constitute a waiver of City's rights in regard to any loss or liability suffered as a result of a representation or warranty not being true, nor shall it constitute a waiver of any other remedies provided in this Agreement or by law or equity.
12. **Seller's Representations, Warranties and Covenants Regarding the Property Through the Close of Escrow.** The Seller further represents, warrants, and covenants that, until this transaction is closed or escrow is terminated, whichever occurs first, it shall:
- 1) Maintain the Property in its present state, with no tree cutting, timber harvesting, or alteration of the Property in any way;
 - 2) Keep all existing insurance policies affecting the Property in full force and effect;
 - 3) Make all regular payments of interest and principal on any existing financing;
 - 4) Comply with all government regulations; and
 - 5) Keep City timely advised of any repair or improvement required to keep the Property in substantially the same condition as when inspected by City.
13. **Deferred Taxes.** If the Property is subject to farm or forest deferred taxes, Seller shall have no obligation or responsibility for said deferred taxes, unless the Property becomes disqualified for or loses its deferred tax status as a result of Seller's actions prior to Closing in which case such taxes shall be Seller's responsibility.
14. **City's Representations and Warranties.** In addition to any express agreements of City contained here, the following constitute representations and warranties of City to the Seller:
- A. Subject to City Council approval and the conditions stated herein, City has the legal power, right, and authority to enter into this Agreement and the instruments referred to herein and to consummate the transactions contemplated here;
 - B. Subject to City Council approval and the conditions stated herein, all requisite action has been taken by City in connection with entering into this Agreement and the instruments referred to herein and the consummation of the transactions contemplated here; and

- C. Subject to City Council approval and the conditions stated herein, the persons executing this Agreement and the instruments referred to herein on behalf of City have the legal power, right, and actual authority to bind City to the terms and conditions of this Agreement.
15. **Seller's Promise to Remove Personal Property and Debris.** Prior to the close of escrow, Seller promises to remove or cause to be removed from the Property at Seller's expense any and all personal property and/or trash, rubbish, debris, or any other unsightly or offensive materials unless otherwise agreed to in writing by City. Satisfaction of the promises contained herein shall be subject to City's inspection and approval of the physical condition of the Property by City prior to Closing.
16. **Risk of Loss, Condemnation.** Seller shall bear the risk of all loss or damage to the Property from all causes, through the Closing Date. If, before the Closing Date all or part of the Property is damaged by fire or by any other cause of any nature or if all or any portion of the Property is taken by condemnation, or if any such condemnation is threatened, Seller shall give City written notice of such event. City may terminate this Agreement by giving written notice to Seller within fifteen (15) days following receipt by City of written notice from Seller of such casualty or condemnation and Escrow Holder will return to City the Escrow Deposit and accrued interest.
17. **Notices.** All notices required or permitted to be given shall be in writing and shall be deemed given and received upon personal service or deposit in the United States mail, certified or registered mail, postage prepaid, return receipt requested, addressed as follows:

To Seller: The Estate of Harry G. Thompson
C/o Margaret Thompson
Sidra, Inc.
P.O. Box 66070
Portland, OR. 97290

Copy to: Richard A. Canaday
3400 US Bancorp Tower
111 SW Fifth Avenue
Portland, OR 97204-3699
Email: Richard.Canaday@MillerNash.com

To City: City of Portland
Office of City Attorney
Portland, Oregon
Fax No. (503) 823-4047
Phone No. (503) 823-3089

Copy to: City of Portland
Portland Parks and Recreation,
Attention Property Manager
1120 SW 5th Avenue Room #1302
Portland, Oregon
Fax No. (503) 797-1588 823 - 279-2603

Phone No. (503) ~~797-1914~~ 823-5229

The foregoing addresses may be changed by written notice, given in the same manner. Notice given in any manner other than the manner set forth above shall be effective when received by the party for whom it is intended. Telephone and fax numbers are for information only.

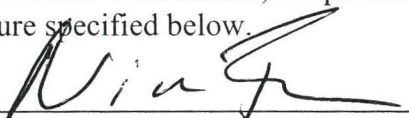
18. **Broker Commission.** Seller Recognizes Scott MacLean and Scott Pierce of NAI Norris, Beggs & Simpson as the sole brokers for the City of Portland. Upon closing, the Seller shall pay a commission equal to 2.75% of the purchase price or \$38,500.00 to NAI, Norris, Beggs & Simpson.
19. **Further Actions of City and Seller.** City and the Seller agree to execute all such instruments and documents and to take all actions pursuant to the provisions of this Agreement in order to consummate the purchase and sale contemplated and shall use their best efforts to accomplish the close of escrow in accordance with the provisions hereof.
20. **Legal and Equitable Enforcement of This Agreement.**
 - A. Default by the Seller. In the event the close of escrow and the consummation of the transaction herein contemplated do not occur by reason of any default by the Seller, City shall be entitled to all its out-of-pocket expenses incurred in connection with the transaction, including the deposit, and shall have the right to pursue any other remedy available to it at law or equity, including the specific performance of this Agreement.
 - B. Default by City. In the event the close of escrow and the consummation of the transaction herein contemplated do not occur by reason of any default by City, City and the Seller agree that it would be impractical and extremely difficult to estimate the damages that the Seller may suffer. Therefore, City and the Seller agree that a reasonable estimate of the total net detriment that the Seller would suffer in the event that City defaults and fails to complete the purchase of the Property is and shall be, and the Seller's sole and exclusive remedy (whether at law or in equity), an amount equal to the escrow deposit. This amount shall be the full, agreed, and liquidated damages for the breach of this Agreement by City, all other claims to damage or other remedies being herein expressly waived by the Seller. The payment of this amount as liquidated damages is not intended as a forfeiture or penalty, but is intended to constitute liquidated damages to the Seller. Upon default by City, this Agreement shall be terminated and neither party shall have any further rights or obligations under it, each to the other, except for the right of the Seller to collect such liquidated damages from City and the Escrow Holder.
21. **Miscellaneous.**
 - A. Partial Invalidity. If any term or provision of this Agreement or the application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
 - B. Waivers. No waiver of any breach of any covenant or provision contained herein shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

- C. Survival of Representations. The covenants, agreements, representations, and warranties made herein shall survive the close of escrow and shall not merge into the deed and the recordation of it in the official records.
 - D. Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the parties to it. City may assign its interest in this Agreement to a park-providing entity, without the consent of Seller. In the event that an assignee assumes the obligations of City hereunder, then City shall have no further liability with respect to this Agreement.
 - E. Entire Agreement. This Agreement (including any exhibits attached to it) is the final expression of, and contains the entire agreement between, the parties with respect to the subject matter of the Agreement and supersedes all prior understandings with respect to it. This Agreement may not be modified or terminated, nor may any obligations under it be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.
 - F. Time of Essence. The Seller and City hereby acknowledge and agree that time is strictly of the essence with respect to every term, condition, obligation, and provision.
22. **Governing Law**. The parties acknowledge that this Agreement has been negotiated and entered into in the state of Oregon. The parties expressly agree that this Agreement shall be governed by and interpreted in accordance with the laws of the state of Oregon.
23. **Recording of Memorandum**. At the Effective Date the parties will execute a Memorandum of this Agreement, which City may cause to be recorded against the Property. City will execute a quitclaim deed in favor of Seller at the same time and deposit that deed with the Escrow Holder. The quitclaim deed will be recorded without further instructions if the Agreement is terminated through the valid actions of the Seller and/or Buyer.
24. **Accommodating a 1031 Exchange**. If Seller desires to transfer the Property through an exchange transaction under Section 1031 of the Internal Revenue Code, City agrees to cooperate with such transaction so long as the terms of this Agreement and the following requirements are met, and any escrow instructions or 1031 documents presented at Closing are agreeable to City and include the following provisions:
- A. Such cooperation is at the expense of Seller;
 - B. City assumes no additional risk or liability nor loses any remedies or rights against Seller due to the exchange transaction;
 - C. The Closing on the Property is not altered or delayed as a result of the exchange;
 - D. Seller executes and delivers a bargain and sale deed directly to City;
 - E. Seller agrees that should any dispute arise out of the exchange transaction with regard to the condition of the Property or title thereto or any other terms or conditions of the purchase and sale agreement or any escrow instructions or any other documents relating thereto, such dispute shall be resolved as if Seller had directly transferred the Property to City;
 - F. City is not obligated to hold title to any additional property; and
 - G. Seller agrees to indemnify, hold harmless and defend City from and against any and all claims, damages, costs, liabilities, losses, and expenses (including reasonable attorney's fees) arising out of or related to the exchange transaction or its qualification under any tax, law, code, rule or regulation. City understands that Seller may assign its rights under this Agreement to an intermediary for the purpose of accomplishing this transaction and that the intermediary will have no continuing obligations to City other than to complete

the transfer of title to the Property under the terms hereof. City will at all times look to Seller for performance of all continuing obligations under this Agreement.

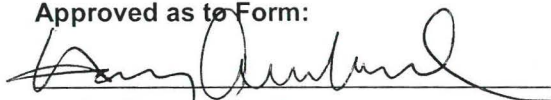
THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 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, 195.301, AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. 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 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

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



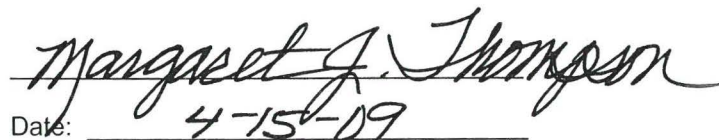
Date: 4/21/09

Approved as to Form:



Senior Deputy City Attorney

Chub



Date:

4-15-09

Margaret J. Thompson, Personal Representative
of the Estate of Harry G. Thompson

Date: _____

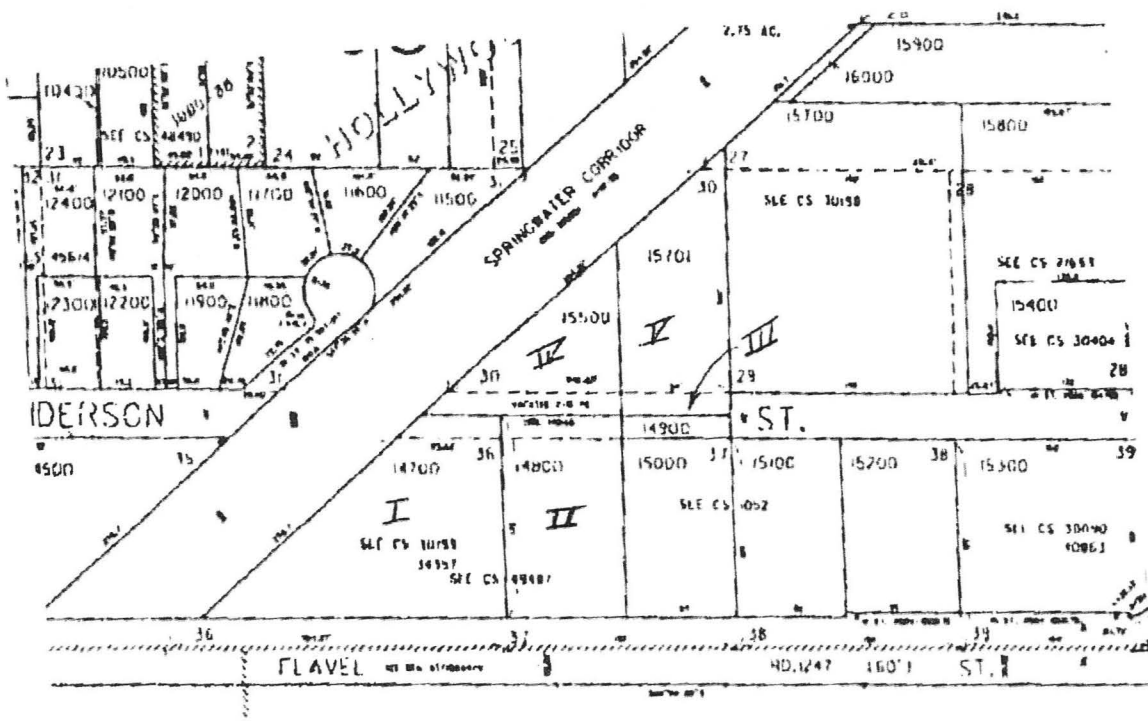
Attachments:

Exhibit A - Property Description

Exhibit B - Form of Memoranda

An assumed business name of TITLE INSURANCE COMPANY OF OREGON

Map 1S 2E 21BD



SLC MAP IS 2E 2ICA



When recorded, mail to:
City of Portland
Office of City Attorney

Portland, OR 97232-2736

Exhibit B

MEMORANDUM OF PURCHASE AND SALE AGREEMENT

This is a memorandum of a certain Agreement of Purchase and Sale ("Agreement") between ***The Estate of Harry G. Thompson*** ("Seller"), and The City of Portland, an Oregon municipal corporation ("City"), signed by Seller on _____, 2009. By said Agreement, Seller has agreed to sell to City Seller's interest in that certain real property in Multnomah County, described in Exhibit A attached hereto and incorporated herein by this reference. If not earlier paid, all amounts owed under the Agreement shall be due and payable 90 days after the Commencement Date as set forth in the Agreement, if Closing is not otherwise extended as provided for therein. The actual and true consideration for the conveyance at Closing will be ***\$1,400,000.00***.

IN WITNESS WHEREOF, the parties have caused this memorandum to be executed as of the day and year first written above.

SELLER:

State of Oregon)
 ss.
County of _____)

On this _____ day of _____, 2008, before me _____, the undersigned Notary Public, personally appeared _____ and _____ personally known to me (or proved to be on the basis of satisfactory evidence) to be the person(s) whose name(s) is (are) subscribed to this instrument, and acknowledged that he (she or they) executed it.

My commission expires: _____

State of Oregon)
 ss.
County of _____)

ADDENDUM A
TO THE PURCHASE & SALE AGREEMENT BY AND BETWEEN THE ESTATE OF
HARRY G. THOMPSON (SELLER)
AND
THE CITY OF PORTLAND (BUYER)
FOR THE PROPERTY LOCATED AT
8925 & 8931 SE FLAVEL, PORTLAND, OREGON 97206, AND INCLUDING PARCEL
NUMBER R183195 HOLLYWOOD; TL 15701 LOT 27&30 MAP 3739, PARCEL NUMBER
R183198 HOLLYWOOD; INC PT VAC ST-EXC E 94' LOT 30 MAP 3739, AND PARCEL
NUMBER R183234 HOLLYWOOD; TL 14900 LOT 37 MAP 3739 IN THE COUNTY OF
MULTNOMAH, STATE OF OREGON.

As stated in the Purchase & Sale Agreement by and between the estate of Harry G. Thompson (the "Seller"), by and through Margaret Thompson, its authorized representative, and the City of Portland, a municipal corporation ("City"), under the terms Section 6, Article 5, the City has the right to extend the closing date by 45 days to review the results of the Environmental Review.

This Addendum shall serve as notice to the Seller that the City intends to exercise the 45 day extension which shall move the closing date from July 22, 2009, to September 4, 2009.

SP/mm
ada-city-thompson.doc

AGREED & ACCEPTED

Margaret G. Thompson
Personal Representative
Its: *for The Estate of Harry G. Thompson*

Date: 7/14/09

AGREED & ACCEPTED

By: *Nick*

Its: 7-9-09

Date: _____

APPROVED AS TO FORM

Sandra Menzies
CITY ATTORNEY

ADDENDUM B
TO THE PURCHASE & SALE AGREEMENT BY AND BETWEEN THE ESTATE OF
HARRY G. THOMPSON
(SELLER)
AND
THE CITY OF PORTLAND
(BUYER)
FOR THE PROPERTY LOCATED AT
8925 & 8931 SE FLAVEL, PORTLAND, OREGON 97206, AND INCLUDING PARCEL
NUMBER R183195 HOLLYWOOD; TL 15701 LOT 27&30 MAP 3739, PARCEL NUMBER
R183198 HOLLYWOOD; INC PT VAC ST-EXC E 94' LOT 30 MAP 3739, AND PARCEL
NUMBER R183234 HOLLYWOOD; TL 14900 LOT 37 MAP 3739 IN THE COUNTY OF
MULTNOMAH, STATE OF OREGON.

This addendum shall serve as notice to The Estate of Harry G. Thompson (Seller) that the City of Portland (Buyer) hereby waives all contingencies set forth in the Purchase and Sale Agreement by and between the Seller and Buyer subject to the following changes.

Purchase Price – The purchase price shall be \$1,350,000.00. The down payment shall remain unchanged and the seller financed amount shall be reduced to \$950,000.00

Environmental – The City of Portland has extensively reviewed the environmental condition of this property and understands there is some contamination on the site. The City of Portland accepts the site “as is” with all of its faults and defaults. In consideration for the reduction of the purchase price, Buyer agrees to waive, release, and discharge Seller from any and all cost, expense, obligation, claim, charge, liability, damages, or injuries in any way related to or arising from the environmental condition of the Property, including, without limitation, investigation, clean-up, removal, or remediation. This waiver and release is limited to conditions disclosed on the Draft Phase II Environmental Site Assessment Report prepared by GeoEngineers, Inc. for the Property, and dated August 14, 2009. Nothing in this waiver and release obligates the Buyer to defend, indemnify or hold Seller harmless from any claim made by any person other than Buyer. Nothing in this waiver and release shall preclude Buyer from asserting any claim available against Seller's predecessors in interest, or against any person other than Seller. The foregoing waiver and release will be binding on the heirs, successors, and assigns of Buyer.

Upon acceptance of these changes the Buyer shall convert the earnest money to cash and close on the property by September 4, 2009.

AGREED & ACCEPTED

By: Margaret G. Thompson
Its: PR for the Estate of Harry G. Thompson
Date: September 4, 2009

AGREED & ACCEPTED

By: SAM ADAMS
Its: MAYOR
Date: SEPTEMBER 4, 2009

APPROVED AS TO FORM

[Signature]
CITY ATTORNEY

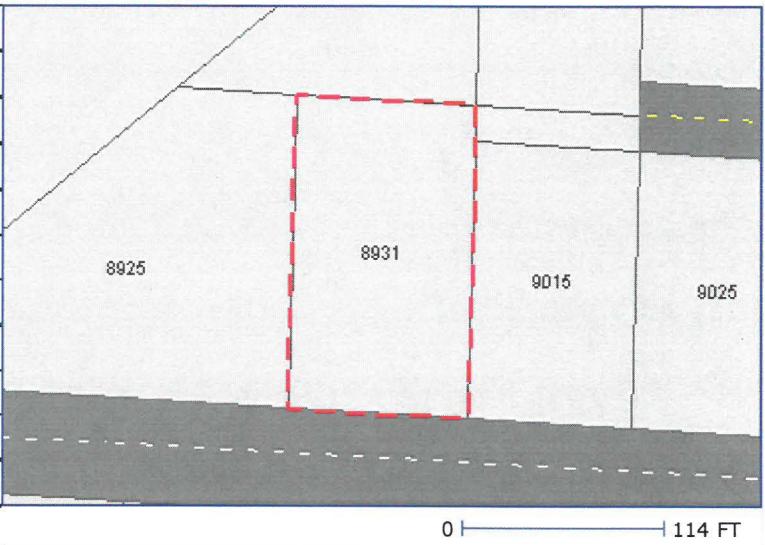
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8931 SE FLAVEL ST - LENTS - PORTLAND

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[Summary](#) | **Assessor** | [Permits/Cases](#) | [Block](#) | [Schools](#) | [Parks](#) | [Businesses](#) | [Development](#) | [Stormwater Incentives](#) | [Stormwater Management](#) | [Noise](#) | [Historic Permits](#)

General Information

Property ID R183232		
County MULTNOMAH		
State ID 1S2E21BD 14800		
Alt Account # R398202930		
Map Number 3739 OLD		
Site Info		
Site Address 8931 SE FLAVEL ST		
City/State/Zip PORTLAND OR 97266		
Owner Info (Privacy)		
Owner(s) Name PORTLAND CITY OF		
Owner Address 1120 SW 5TH AVE #1302		
City/State/Zip PORTLAND OR 97204-1912		

Property Description

Tax Roll HOLLYWOOD, EXC PT IN ST-INC PT VAC ST EXC E 94' LOT 37	Use WHSE FLEX 5000-20000 SF
Lot 37	Block

Tax Districts

101 PORT OF PORTLAND	130 CITY OF PORTLAND
130L CITY OF PORTLAND CHILDREN LOP	130M CITY OF PORTLAND PARKS LOP
143 METRO	164 EAST MULT SOIL/WATER
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	07321483	\$0.00

Land Information

Type	Acres	SQFT
CONVERTED COMMERCIAL SEGMENT	0.4300	18,616

Improvement Information

Improvement Type Warehouse	
Improvement Value \$406,490.00	
Room Descriptions	
Building Class WHSE FLEX 5000-20000 SF	
Actual Year Built 1975	Effective Year Built
Number of Segments 1	Construction Style
Foundation Type	Interior Finish
Roof Style	Roof Cover Type

Flooring Type		Heating/AC Type
Plumbing		Fireplace Type
Improvement Details		
# Segment Type	Class	Total Area
1 Main		4,800
1 Surface Parking	1	3,600
2 Concrete	2	500

Tax History

Year	Property Tax	Total Tax
2008	\$5,516.99	\$5,516.99
2007	\$5,500.57	\$5,500.57
2006	\$4,939.65	\$4,939.65
2005	\$4,717.92	\$4,717.92
2004	\$5,138.58	\$5,138.58
2003	\$5,024.90	\$5,024.90
2002	\$4,614.78	\$4,614.78
2001	\$4,400.44	\$4,400.44
2000	\$4,297.92	\$4,297.92
1999	\$3,996.17	\$3,996.17
1998	\$3,933.51	\$3,933.51
1997	\$3,716.56	\$3,716.56

Assessment History

Year	Improvements	Land	Special Mkt/Use	Real Market	Exemptions	Assessed
2008	\$406,490.00	\$209,390.00	\$0.00	\$615,880.00	\$0.00	\$259,810.00
2007	\$394,650.00	\$203,290.00	\$0.00	\$597,940.00	\$0.00	\$252,250.00
2006	\$340,210.00	\$175,250.00	\$0.00	\$515,460.00	\$0.00	\$244,910.00
2005	\$312,120.00	\$160,780.00	\$0.00	\$472,900.00	\$0.00	\$237,780.00
2004	\$276,210.00	\$142,280.00	\$0.00	\$418,490.00	\$0.00	\$230,860.00
2003	\$281,850.00	\$145,190.00	\$0.00	\$427,040.00	\$0.00	\$224,140.00
2002	\$263,410.00	\$135,690.00	\$0.00	\$399,100.00	\$0.00	\$217,620.00
2001	\$255,740.00	\$131,740.00	\$0.00	\$387,480.00	\$0.00	\$211,290.00
2000	\$226,320.00	\$116,580.00	\$0.00	\$342,900.00	\$0.00	\$205,140.00
1999	\$195,100.00	\$100,500.00	\$0.00	\$295,600.00	\$0.00	\$199,170.00
1998	\$177,300.00	\$91,400.00	\$0.00	\$268,700.00	\$0.00	\$193,370.00
1997	\$142,700.00	\$87,000.00	\$0.00	\$229,700.00	\$0.00	\$187,740.00

City of Portland, Corporate GIS

Assessor Data Updated 10/26/2009

THE GIS APPLICATIONS ACCESSED THROUGH THIS WEB SITE PROVIDE A VISUAL DISPLAY OF DATA FOR YOUR CONVENIENCE. EVERY REASONABLE EFFORT HAS BEEN MADE TO ASSURE THE ACCURACY OF THE MAPS AND ASSOCIATED DATA. THE CITY OF PORTLAND MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, SEQUENCE, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE DATA PROVIDED HEREIN. THE USER OF THESE APPLICATIONS SHOULD NOT RELY ON THE DATA PROVIDED HEREIN FOR ANY REASON. THE CITY OF PORTLAND EXPLICITLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE CITY OF PORTLAND SHALL ASSUME NO LIABILITY FOR ANY ERRORS, OMISSIONS, OR INACCURACIES IN THE INFORMATION PROVIDED REGARDLESS OF HOW CAUSED. THE CITY OF PORTLAND SHALL ASSUME NO LIABILITY FOR ANY DECISIONS MADE OR ACTIONS TAKEN OR NOT TAKEN BY THE USER OF THE APPLICATIONS IN RELIANCE UPON ANY INFORMATION OR DATA FURNISHED HEREUNDER. FOR UPDATED INFORMATION ABOUT THE MAP DATA ON PORTLANDMAPS PLEASE REFER TO [CITY'S METADATA](#). FOR QUESTIONS ABOUT ASSESSMENT INFORMATION PLEASE CONTACT THE COUNTY ASSESSORS OFFICE IN YOUR COUNTY.

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General Information

Property ID R183231	
County MULTNOMAH	
State ID 1S2E21BD 14700	
Alt Account # R398202870	
Map Number 3739 OLD	
Site Info	
Site Address 8925 SE FLAVEL ST	
City/State/Zip PORTLAND OR 97266	
Owner Info (Privacy)	
Owner(s) Name PORTLAND CITY OF	
Owner Address 1120 SW 5TH AVE #1302	
City/State/Zip PORTLAND OR 97204-1912	0 113 FT

Property Description

Tax Roll HOLLYWOOD, INC PT VAC ST LOT 36	Use WHSE GENERAL/MISC
Lot 36	Block
Tax Districts	
101 PORT OF PORTLAND	130 CITY OF PORTLAND
130L CITY OF PORTLAND CHILDREN LOP	130M CITY OF PORTLAND PARKS LOP
143 METRO	164 EAST MULT SOIL/WATER
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
09/04/2009	BARGAIN & SALE DEED	2009127636	\$1,350,000.00
10/10/2008	QUIT CLAIM DEED	2008159276	\$20,000.00
03/25/2002	CONTRACT	2002061612	\$394,235.00
	OT	2008171898	\$0.00
	IN	07321483	\$0.00
	QUIT CLAIM DEED	2008151307	\$0.00

Land Information

Type	Acres	SQFT
INDUSTRIAL LAND	0.7000	30,529

Improvement Information

Improvement Type Garage
Improvement Value \$243,310.00
Room Descriptions

Building Class	GARAGE GENERIC <15000 SF
Actual Year Built	1962
Effective Year Built	
Number of Segments	1
Construction Style	
Foundation Type	
Interior Finish	
Roof Style	
Roof Cover Type	
Flooring Type	
Heating/AC Type	
Plumbing	
Fireplace Type	

Improvement Details

#	Segment Type	Class	Total Area
1	Main		4,000
1	Main		2,800

Tax History

Year	Property Tax	Total Tax
2008	\$5,060.90	\$5,060.90
2007	\$5,045.73	\$5,045.73
2006	\$4,531.23	\$4,531.23
2005	\$4,327.83	\$4,327.83
2004	\$4,713.65	\$4,713.65
2003	\$4,609.49	\$4,609.49
2002	\$4,233.33	\$4,233.33
2001	\$4,036.59	\$4,036.59
2000	\$3,942.60	\$3,942.60
1999	\$3,665.69	\$3,665.69
1998	\$3,608.24	\$3,608.24
1997	\$3,409.34	\$3,409.34

Assessment History

Year	Improvements	Land	Special Mkt/Use	Real Market	Exemptions	Assessed
2008	\$243,310.00	\$378,030.00	\$0.00	\$621,340.00	\$0.00	\$238,330.00
2007	\$236,230.00	\$367,020.00	\$0.00	\$603,250.00	\$0.00	\$231,390.00
2006	\$203,640.00	\$316,400.00	\$0.00	\$520,040.00	\$0.00	\$224,660.00
2005	\$186,830.00	\$290,270.00	\$0.00	\$477,100.00	\$0.00	\$218,120.00
2004	\$165,340.00	\$256,880.00	\$0.00	\$422,220.00	\$0.00	\$211,770.00
2003	\$165,340.00	\$256,880.00	\$0.00	\$422,220.00	\$0.00	\$205,610.00
2002	\$154,520.00	\$240,070.00	\$0.00	\$394,590.00	\$0.00	\$199,630.00
2001	\$139,210.00	\$216,280.00	\$0.00	\$355,490.00	\$0.00	\$193,820.00
2000	\$123,190.00	\$191,400.00	\$0.00	\$314,590.00	\$0.00	\$188,180.00
1999	\$106,200.00	\$165,000.00	\$0.00	\$271,200.00	\$0.00	\$182,700.00
1998	\$96,500.00	\$150,000.00	\$0.00	\$246,500.00	\$0.00	\$177,380.00
1997	\$67,800.00	\$142,900.00	\$0.00	\$210,700.00	\$0.00	\$172,220.00

City of Portland, Corporate GIS

Assessor Data Updated 10/26/2009

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General Information

Property ID R183234	
County MULTNOMAH	
State ID 1S2E21BD 14900	
Alt Account # R398202960	
Map Number 3739 OLD	
Site Info	
Site Address 90TH & SE HENDERSON ST	
City/State/Zip PORTLAND OR 97266	
Owner Info (Privacy)	
Owner(s) Name PORTLAND CITY OF	
Owner Address 1120 SW 5TH AVE #1302	
City/State/Zip PORTLAND OR 97204-1912	0 51 FT

Property Description

Tax Roll HOLLYWOOD, TL 14900 LOT 37	Use VACANT LAND
Lot 37	Block
Tax Districts	
101 PORT OF PORTLAND	130 CITY OF PORTLAND
130L CITY OF PORTLAND CHILDREN LOP	130M CITY OF PORTLAND PARKS LOP
143 METRO	164 EAST MULT SOIL/WATER
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	18790568	\$0.00

Land Information

Type	Acres	SQFT
CONVERTED COMMERCIAL SEGMENT	0.0400	1,880

Improvement Information

Improvement Type Misc Yard Improvements	
Improvement Value \$500.00	
Room Descriptions	
Building Class	
Actual Year Built	Effective Year Built
Number of Segments 1	Construction Style
Foundation Type	Interior Finish
Roof Style	Roof Cover Type

Flooring Type		Heating/AC Type
Plumbing		Fireplace Type
Improvement Details		
#	Segment Type	Class
1	Fence	0

Tax History

Year	Property Tax	Total Tax
2008	\$136.31	\$136.31
2007	\$136.09	\$136.09
2006	\$122.23	\$122.23
2005	\$116.86	\$116.86
2004	\$127.33	\$127.33
2003	\$124.70	\$124.70
2002	\$114.52	\$114.52
2001	\$109.34	\$109.34
2000	\$106.85	\$106.85
1999	\$99.52	\$99.52
1998	\$98.05	\$98.05
1997	\$92.61	\$92.61

Assessment History

Year	Improvements	Land	Special Mkt/Use	Real Market	Exemptions	Assessed
2008	\$500.00	\$12,760.00	\$0.00	\$13,260.00	\$0.00	\$6,420.00
2007	\$500.00	\$12,270.00	\$0.00	\$12,770.00	\$0.00	\$6,240.00
2006	\$500.00	\$11,680.00	\$0.00	\$12,180.00	\$0.00	\$6,060.00
2005	\$500.00	\$11,680.00	\$0.00	\$12,180.00	\$0.00	\$5,890.00
2004	\$500.00	\$10,430.00	\$0.00	\$10,930.00	\$0.00	\$5,720.00
2003	\$500.00	\$10,430.00	\$0.00	\$10,930.00	\$0.00	\$5,560.00
2002	\$500.00	\$10,230.00	\$0.00	\$10,730.00	\$0.00	\$5,400.00
2001	\$500.00	\$9,300.00	\$0.00	\$9,800.00	\$0.00	\$5,250.00
2000	\$580.00	\$7,310.00	\$0.00	\$7,890.00	\$0.00	\$5,100.00
1999	\$500.00	\$6,300.00	\$0.00	\$6,800.00	\$0.00	\$4,960.00
1998	\$500.00	\$5,700.00	\$0.00	\$6,200.00	\$0.00	\$4,820.00
1997	\$500.00	\$5,400.00	\$0.00	\$5,900.00	\$0.00	\$4,680.00

City of Portland, Corporate GIS

Assessor Data Updated 10/26/2009

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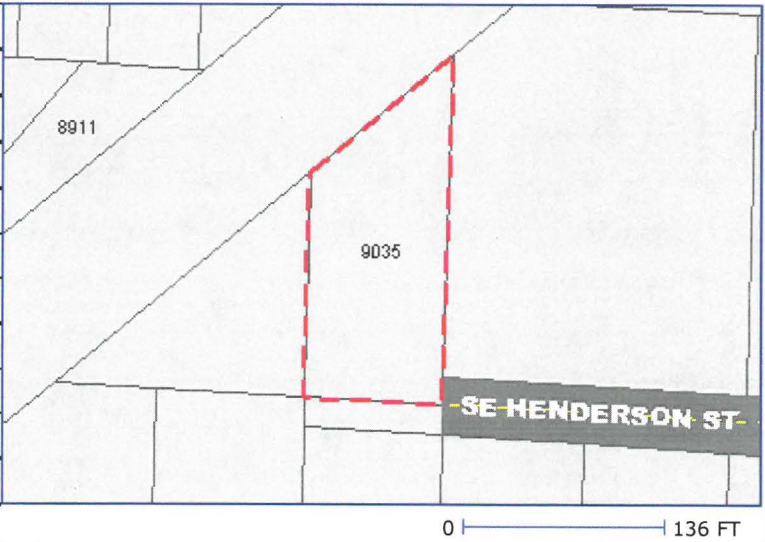
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9035 SE HENDERSON ST - LENTS - PORTLAND

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General Information

Property ID R183195	
County MULTNOMAH	
State ID 1S2E21BD 15701	
Alt Account # R398202160	
Map Number 3739 OLD	
Site Info	
Site Address 9035 W/ SE HENDERSON ST	
City/State/Zip PORTLAND OR 97266	
Owner Info (Privacy)	
Owner(s) Name PORTLAND CITY OF	
Owner Address 1120 SW 5TH AVE #1302	
City/State/Zip PORTLAND OR 97204-1912	

Property Description

Tax Roll HOLLYWOOD, TL 15701 LOT 27&30	Use VACANT LAND
Lot 27&30	Block
Tax Districts	
101 PORT OF PORTLAND	130 CITY OF PORTLAND
130L CITY OF PORTLAND CHILDREN LOP	130M CITY OF PORTLAND PARKS LOP
143 METRO	164 EAST MULT SOIL/WATER
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
07/01/1993	WARRANTY DEED	27192410	\$47,000.00

Land Information

Type	Acres	SQFT
CONVERTED COMMERCIAL SEGMENT	0.4300	18,589

Improvement Information

Improvement Type	Calculated Yard Improvement
Improvement Value	\$4,400.00
Room Descriptions	
Building Class	
Actual Year Built	Effective Year Built
Number of Segments	1
Foundation Type	Construction Style 1
Roof Style	Interior Finish
	Roof Cover Type

Flooring Type		Heating/AC Type	
Plumbing		Fireplace Type	
Improvement Details			
#	Segment Type	Class	Total Area
1	Fence	1	0

Tax History

Year	Property Tax	Total Tax
2008	\$1,334.41	\$1,334.41
2007	\$1,330.39	\$1,330.39
2006	\$1,194.82	\$1,194.82
2005	\$1,141.24	\$1,141.24
2004	\$1,243.15	\$1,243.15
2003	\$1,215.78	\$1,215.78
2002	\$1,116.71	\$1,116.71
2001	\$1,064.86	\$1,064.86
2000	\$1,040.22	\$1,040.22
1999	\$967.29	\$967.29
1998	\$952.20	\$952.20
1997	\$899.76	\$899.76

Assessment History

Year	Improvements	Land	Special Mkt/Use	Real Market	Exemptions	Assessed
2008	\$4,400.00	\$125,950.00	\$0.00	\$130,350.00	\$0.00	\$62,840.00
2007	\$4,400.00	\$121,100.00	\$0.00	\$125,500.00	\$0.00	\$61,010.00
2006	\$4,400.00	\$115,340.00	\$0.00	\$119,740.00	\$0.00	\$59,240.00
2005	\$4,400.00	\$115,340.00	\$0.00	\$119,740.00	\$0.00	\$57,520.00
2004	\$4,400.00	\$102,980.00	\$0.00	\$107,380.00	\$0.00	\$55,850.00
2003	\$4,400.00	\$102,980.00	\$0.00	\$107,380.00	\$0.00	\$54,230.00
2002	\$4,400.00	\$100,960.00	\$0.00	\$105,360.00	\$0.00	\$52,660.00
2001	\$4,400.00	\$91,780.00	\$0.00	\$96,180.00	\$0.00	\$51,130.00
2000	\$4,400.00	\$74,020.00	\$0.00	\$78,420.00	\$0.00	\$49,650.00
1999	\$4,400.00	\$62,200.00	\$0.00	\$66,600.00	\$0.00	\$48,210.00
1998	\$4,000.00	\$56,500.00	\$0.00	\$60,500.00	\$0.00	\$46,810.00
1997	\$4,000.00	\$53,800.00	\$0.00	\$57,800.00	\$0.00	\$45,450.00

City of Portland, Corporate GIS

Assessor Data Updated 10/26/2009

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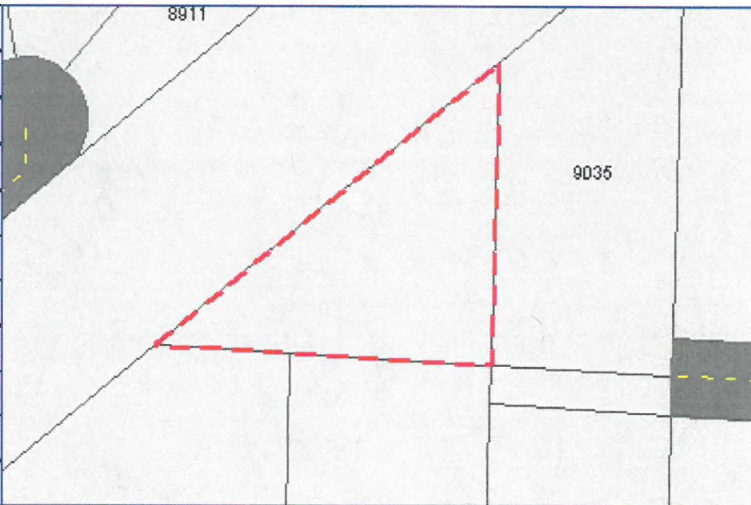
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8931 SE FLAVEL ST - LENTS - PORTLAND

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General Information

Property ID R183198	
County MULTNOMAH	
State ID 1S2E21BD 15500	
Alt Account # R398202230	
Map Number 3739 OLD	
Site Info	
Site Address 8931 N/ SE FLAVEL ST	
City/State/Zip PORTLAND OR 97266	
Owner Info (Privacy)	
Owner(s) Name PORTLAND CITY OF	
Owner Address 1120 SW 5TH AVE #1302	
City/State/Zip PORTLAND OR 97204-1912	

Property Description

Tax Roll HOLLYWOOD, INC PT VAC ST-EXC E 94' LOT 30	Use VACANT LAND
Lot 30	Block
Tax Districts	
101 PORT OF PORTLAND	130 CITY OF PORTLAND
130L CITY OF PORTLAND CHILDREN LOP	130M CITY OF PORTLAND PARKS LOP
143 METRO	164 EAST MULT SOIL/WATER
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	07420320	\$0.00

Land Information

Type	Acres	SQFT
CONVERTED COMMERCIAL SEGMENT	0.3100	13,394

Improvement Information

Improvement Type		Calculated Yard Improvement
Improvement Value		\$3,300.00
Room Descriptions		
Building Class		
Actual Year Built		Effective Year Built
Number of Segments		1 Construction Style
Foundation Type		Interior Finish
Roof Style		Roof Cover Type

Flooring Type		Heating/AC Type	
Plumbing		Fireplace Type	
Improvement Details			
#	Segment Type	Class	Total Area
1	Fence	1	0

Tax History

Year	Property Tax	Total Tax
2008	\$964.29	\$964.29
2007	\$961.46	\$961.46
2006	\$863.46	\$863.46
2005	\$824.83	\$824.83
2004	\$898.36	\$898.36
2003	\$878.61	\$878.61
2002	\$806.84	\$806.84
2001	\$769.54	\$769.54
2000	\$751.75	\$751.75
1999	\$699.02	\$699.02
1998	\$688.16	\$688.16
1997	\$650.32	\$650.32

Assessment History

Year	Improvements	Land	Special Mkt/Use	Real Market	Exemptions	Assessed
2008	\$3,300.00	\$90,510.00	\$0.00	\$93,810.00	\$0.00	\$45,410.00
2007	\$3,300.00	\$87,030.00	\$0.00	\$90,330.00	\$0.00	\$44,090.00
2006	\$3,300.00	\$82,890.00	\$0.00	\$86,190.00	\$0.00	\$42,810.00
2005	\$3,300.00	\$82,890.00	\$0.00	\$86,190.00	\$0.00	\$41,570.00
2004	\$3,300.00	\$74,010.00	\$0.00	\$77,310.00	\$0.00	\$40,360.00
2003	\$3,300.00	\$74,010.00	\$0.00	\$77,310.00	\$0.00	\$39,190.00
2002	\$3,300.00	\$72,560.00	\$0.00	\$75,860.00	\$0.00	\$38,050.00
2001	\$3,300.00	\$65,960.00	\$0.00	\$69,260.00	\$0.00	\$36,950.00
2000	\$3,300.00	\$53,190.00	\$0.00	\$56,490.00	\$0.00	\$35,880.00
1999	\$3,300.00	\$44,700.00	\$0.00	\$48,000.00	\$0.00	\$34,840.00
1998	\$3,000.00	\$40,600.00	\$0.00	\$43,600.00	\$0.00	\$33,830.00
1997	\$3,000.00	\$38,700.00	\$0.00	\$41,700.00	\$0.00	\$32,850.00

City of Portland, Corporate GIS

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ORDINANCE No. 183091

*Authorize acquisition of approximately 1.9 acres in Lents on SE Flavel Street for use as a maintenance facility by the Bureau of Parks and Recreation (Ordinance).

The City of Portland ordains:

Section 1. The Council finds:

1. Parks currently services some of its properties in South Portland out of a maintenance facility located on leased property in the City of Milwaukie (the Leased Property).
2. Annual rents for the Leased Property are about \$110,000 per year.
3. Continued use of the Leased Property requires in excess of \$800,000 in tenant improvements, made and paid for by Parks. Funds are encumbered for said improvements.
4. Parks was not willing to make the required improvements without securing acceptable lease extension options from the owner of the Leased Property (the Landlord). Parks and the Landlord agreed to a lease amendment which provides Parks with the right to remain on the Leased Property through January 31, 2031. City Council authorized the lease amendment through Ordinance No. 182407. The amendment has been signed by the Landlord and is awaiting signature by the City.
5. Prior to committing to the necessary tenant improvements and the amended lease for the Leased Property, Parks initiated a review of other available properties within the Portland city limits, which would better serve the needs of Parks. The evaluation identified approximately 1.9 acres of improved property in the Lents neighborhood (the Flavel Street Property), which can be purchased and renovated by Parks in a manner that does not exceed the budget currently associated with the Lease Property. The property is depicted on Exhibit A hereto.
6. The negotiated purchase and sale agreement (PSA), attached as Exhibit B, provides maximum flexibility to Parks and the City. Key terms and conditions of the PSA include: (i) a purchase price of \$1.4 million, which has been confirmed by an independent appraisal procured by Parks; (ii) a down payment of \$400,000, which will come from the \$800,000 budgeted for tenant improvements at the Leased Property; (iii) remaining balance financed by the seller at a 7% interest rate, with the annual payment based on a 30-year amortization period; (iv) annual payments not commencing until March 1, 2011, about one month after the City's lease at the Lease Property is currently scheduled to terminate; and (v) the remaining balance to be paid in full within 10 years of the closing date, with no prepayment penalty if paid earlier. Under this scenario, the remaining \$400,000

encumbered for tenant improvements at the Lease Property will be used, instead, to renovate the City-owned Flavel Street Property.

7. The PSA enables the City to use funds budgeted for the Leased Property (budgeted lease payments and encumbered tenant improvement funds) to acquire and renovate the Flavel Street Property. It is assumed that the purchase contract will be paid off early in its term through a mechanism approved by City Council.
8. In addition to the above, the Flavel Street Property: (i) is inside the city limits of Portland; (ii) includes over 600 feet of frontage on the Springwater Corridor, a key asset of the City, to be managed out of the Flavel Street Property; (iii) is inside the Lents Urban Renewal District, with intended Parks improvements to contribute to overall improvement of the District; (iv) includes over three times more yard space than the Leased Property, with some of the surplus area to be available for temporary storage needs associated with the Mt. Tabor Yard renovation project; and (v) is within ¼ mile of a new Max station, enabling Park employees to use the Max as well as bus service which is convenient to the property.
9. Except for the environmental assessment, due diligence reviews have been completed by and are acceptable to Parks. Preliminary environmental assessment outcomes imply generally acceptable to Parks with final assessments to be completed within the next thirty days.
10. Parks has deposited a \$25,000.00 promissory note into escrow pursuant to the PSA, with the note to be converted to cash upon all of the PSA conditions being met to the full satisfaction of the City.
11. The Director of Parks reports that sufficient funds exist in the Leased Property budget to close the sale, make initial improvements to the Flavel Street Property and to make annual payments required under the PSA. The remaining balance to be paid within 10 years of the closing date will require an additional appropriation by City Council.
12. The Director of Parks estimates that the on-going O&M costs for the Flavel Street Property will be comparable to those incurred at the Leased Property.

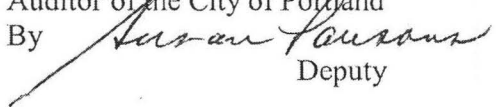
NOW, THEREFORE, The Council directs:

- a. The Commissioner in Charge of Parks or, in his absence, the Mayor, is authorized to execute all documents necessary to close the transaction, including the purchase contract, upon notification from Parks that all outstanding contingencies have been satisfied by the Sellers, including environmental remediation, if any, with said documents to be approved as to form by the City Attorney.

- b. The Commissioner in Charge of Parks shall direct Parks to use budgeted Leased Property funds for the purpose of making the \$400,000 down payment required by the PSA and reasonably necessary renovations to the Flavel Street Property.
- c. The Director of Parks is directed to add the Flavel Street Property to the City's Park inventory as a maintenance facility.

Section 2. The Council declares that an emergency exists because delay may prevent the completion of the high priority land acquisition, which is currently scheduled to close on or before September 4, 2009; therefore, this ordinance shall be in full force and effect after its passage by Council.

Passed by the Council: **AUG 12 2009**
Commissioner Fish
Prepared by: Todd Lofgren:kmg
July 30, 2009

LaVonne Griffin-Valade
Auditor of the City of Portland
By 
Deputy

1141

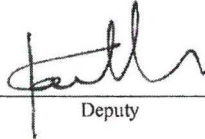
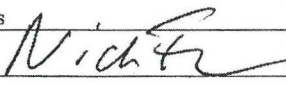

Agenda No.

ORDINANCE NO. 183091

Title

140

*Authorize acquisition of approximately 1.9 acres in Lents on SE Flavel Street for use as a maintenance facility by the Bureau of Parks and Recreation (Ordinance).

INTRODUCED BY	CLERK USE: DATE FILED <u>AUG 07 2009</u>
Commissioner Nick Fish	LaVonne Griffin-Valade Auditor of the City of Portland
NOTED BY COMMISSIONER	By:  Deputy
Mayor—Finance and Administration	ACTION TAKEN:
Position 1—Utilities	
Position 2—Works 	
Position 3—Affairs	
Position 4—Safety	
BUREAU APPROVAL	
Bureau: Parks & Recreation	
Prepared by: Todd Lofgren Date Prepared: July 30, 2009	
Financial Impact Statement <input checked="" type="checkbox"/> Completed <input type="checkbox"/> Amends Budget <input type="checkbox"/> Not Required	
Portland Policy Document If "Yes," requires City Policy paragraph stated in document. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Council Meeting Date August 12, 2009	
Bureau Head: 	

AGENDA		FOUR-FIFTHS AGENDA	COMMISSIONERS VOTED AS FOLLOWS:		
Consent	Regular			YEAS	NAYS
	X	1. Fritz	1. Fritz	✓	
NOTED BY		2. Fish	2. Fish	✓	
City Attorney		3. Saltzman	3. Saltzman	✓	
		4. Leonard	4. Leonard	✓	
		Adams	Adams	✓	