

**RESOLUTION NO. 1884**

**A RESOLUTION AUTHORIZING THE CITY OF WILSONVILLE TO ACQUIRE LAND FOR MULTI MODAL TRANSIT FACILITIES AND OTHER MUNICIPAL PURPOSES.**

WHEREAS, ORS 223.005 authorizes cities to acquire real property within its boundaries for any public or municipal use or for the general benefit and use of the people of the City; and

WHEREAS, the City, through its SMART Transit Department, has been awarded federal grants and earmarks for a multi-modal transit center in the City of Wilsonville totaling \$1,816,817; and

WHEREAS, the West Side Commuter Rail Line is contiguous to the east of the real property described in Exhibit A, attached hereto and incorporated herein; and

WHEREAS, acquisition of the real property described in Exhibit A meets the public purposes authorized by the Oregon Revised Statutes and will aid the City's reasonable diligence in using the aforementioned federal monies; and

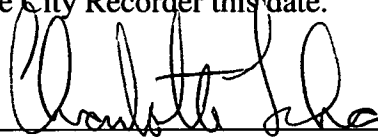
WHEREAS, the City entered into a Purchase and Sale Agreement on May 24, 2004, identified as Exhibit B, attached hereto and incorporated herein, which granted the City the sole and exclusive right to purchase the property described in Exhibit A pending 60 days due diligence including City Council authorization.

**NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:**


1. Based upon the above recitals, the City Council determines it is in the public's best interest, benefit and use to acquire the property described in Exhibit A.

2. The City Manager is authorized to purchase the property described in Exhibit A, attached hereto and incorporated herein, and to take whatever action may be necessary to accomplish that purpose.
3. This resolution shall be effective upon adoption.

ADOPTED by the City Council of the City of Wilsonville at a regular meeting thereof this 21st day of June 2004, and filed with the Wilsonville City Recorder this date.

  
\_\_\_\_\_  
CHARLOTTE LEHAN, Mayor

ATTEST:

  
\_\_\_\_\_  
Sandra C. King, CMC, City Recorder

SUMMARY of votes:

|                        |         |
|------------------------|---------|
| Mayor Lehan            | Yes     |
| Council President Kirk | Yes     |
| Councilor Knapp        | Yes     |
| Councilor Scott-Tabb   | Excused |
| Councilor Holt         | Yes     |

**RESOLUTION**

**EXHIBIT "A"  
LEGAL DESCRIPTION**

**EXHIBIT A**  
Page 1 of 2

A TRACT OF LAND SITUATED IN THE NORTHWEST ONE-QUARTER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN AND LOCATED IN THE CITY OF WILSONVILLE, CLACKAMAS COUNTY, OREGON; SAID PARCEL OF LAND DESCRIBED SPECIFICALLY AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION 14, SAID POINT BEARS SOUTH 06° 59'42" WEST, 0.35 FEET FROM A 5/8" IRON ROD WITH AN ILLEGIBLE YELLOW PLASTIC CAP; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 14 SOUTH 89°46'47" WEST, 166.35 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE OREGON ELECTRIC RAILROAD; THENCE ALONG SAID WEST RAILROAD RIGHT-OF-WAY LINE NORTH 00°04'04" WEST, 30.00 FEET TO THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN DEED DOCUMENT NO. 2002-060721 AND THE NORTH LINE OF THAT CERTAIN TRACT OF LAND DEDICATED TO THE CITY OF WILSONVILLE IN DOCUMENT NO. 83-12202, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE NORTH 00°04'04" WEST, 732.32 FEET TO A POINT; THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE SOUTH 89°49'00" WEST, 885.64 FEET TO A POINT; THENCE NORTH 00°10'53" WEST, 238.00 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT OF LAND DESCRIBED IN DEED DOCUMENT NO. 2002-060721; THENCE ALONG SAID NORTH LINE SOUTH 89°49'00" WEST, 270.72 FEET TO A POINT ON THE WEST LINE OF SAID TRACT DESCRIBED IN DEED DOCUMENT NO. 2002-060721; THENCE LEAVING SAID NORTH LINE ALONG SAID WEST LINE SOUTH 00°05'14" EAST, 1001.06 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT DESCRIBED IN DEED DOCUMENT NO. 2002-060721; THENCE ALONG SAID SOUTH LINE NORTH 89°46'47" EAST, 276.97 FEET TO THE SOUTHWEST CORNER OF SAID TRACT OF LAND DEDICATED TO THE CITY OF WILSONVILLE IN DOCUMENT NO. 83-12202; THENCE ALONG THE WEST LINE OF SAID WILSONVILLE TRACT NORTH 00°13'51" WEST, 30.00 FEET TO THE NORTHWEST CORNER OF SAID WILSONVILLE TRACT; THENCE ALONG SAID NORTH LINE NORTH 89°46'47" EAST, 879.61 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 920.232 SQUARE FEET OR 21.126 ACRES MORE OR LESS

**REGISTERED  
PROFESSIONAL  
LAND SURVEYOR**  
*Terry Goodman*  
**OREGON**  
JULY 18, 1982  
TERRY GOODMAN  
1989

RENEWAL DATE: 7-1-03

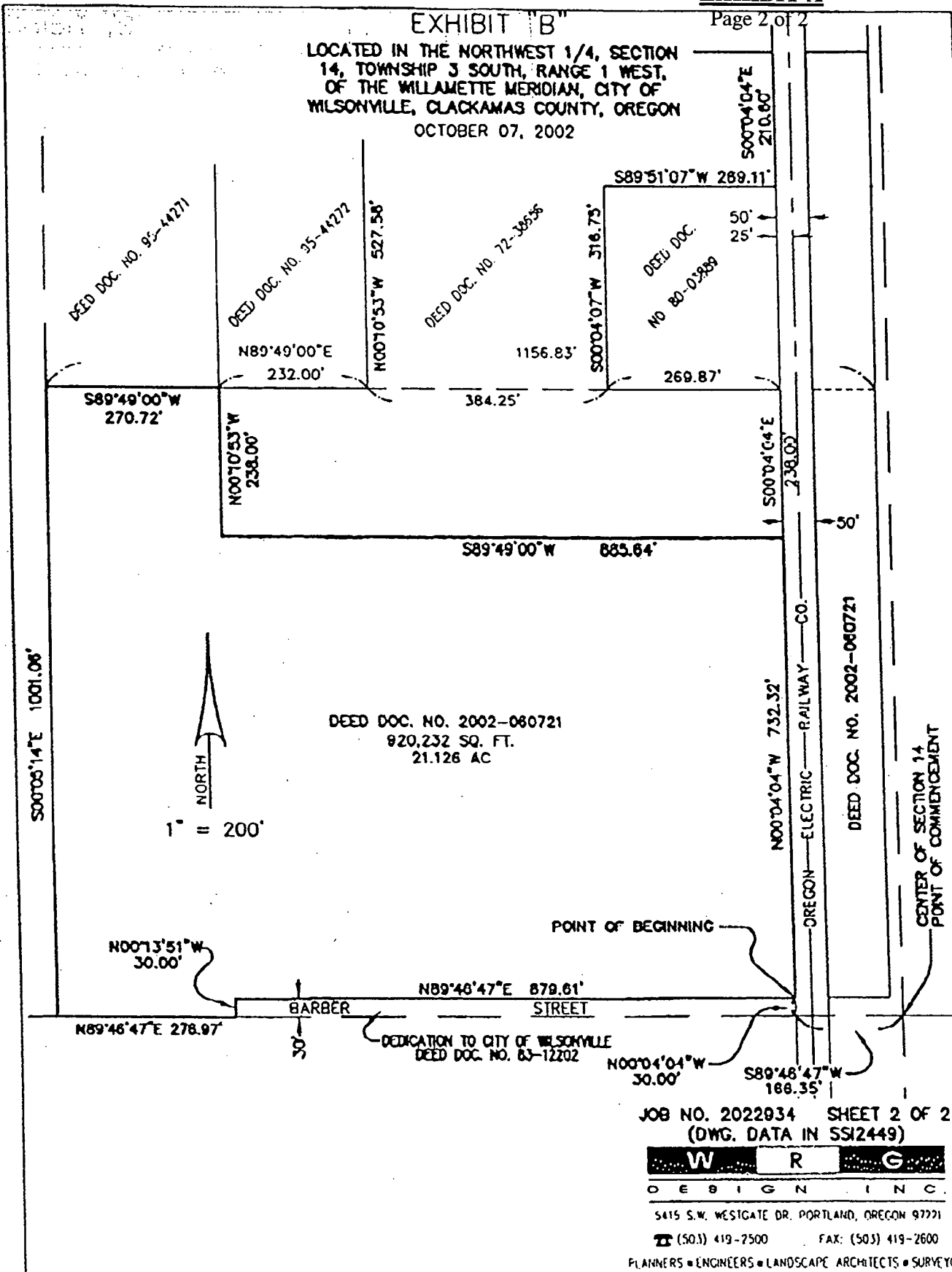
# RESOLUTION

## EXHIBIT A

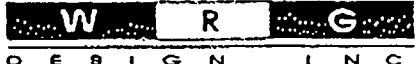
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### EXHIBIT "B"

LOCATED IN THE NORTHWEST 1/4, SECTION  
 14, TOWNSHIP 3 SOUTH, RANGE 1 WEST,  
 OF THE WILLAMETTE MERIDIAN, CITY OF  
 WILSONVILLE, CLACKAMAS COUNTY, OREGON  
 OCTOBER 07, 2002



JOB NO. 2022834 SHEET 2 OF 2  
 (DWG. DATA IN SSI2449)



5415 S.W. WESTGATE DR. PORTLAND, OREGON 97221  
 (503) 419-2500 FAX: (503) 419-2600

PLANNERS • ENGINEERS • LANDSCAPE ARCHITECTS • SURVEYORS

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) [X] (agent name) Regan Carter, Realtor of \_\_\_\_\_ (firm) (Selling Licensee) is the agent of (check one): [ ] Buyer exclusively; [X] Seller exclusively; [ ] both Seller and Buyer ("Disclosed Limited Agency")

(b) [ ] (agent name) \_\_\_\_\_ of \_\_\_\_\_ (firm) (listing licensee) is the agent of (check one): [ ] 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).

ACKNOWLEDGED

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

PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

1 Dated: May 18, 2004
2 BETWEEN: Our Associates, LLC ("Seller")
3 Address: 9760 SW Freeman Drive, Wilsonville, Oregon 97070
4
5 AND: City of Wilsonville ("Buyer")
6 Address: 30000 SW Town Center Loop East, Wilsonville, Oregon 97070
7

8 Buyer offers to buy and acquire from Seller (i) the real property and all improvements thereon commonly
9 known as The Jack Property and located at 28845 SW Barber Street in the City of Wilsonville, County
10 of Clackamas, Oregon legally described on Exhibit A, attached hereto and incorporated herein by
11 reference (the "Property"). If no legal description is attached, Buyer and Seller will attach a legal description
12 upon receipt and reasonable approval by both parties of the Preliminary Commitment or, if applicable, the
13 Survey.
14

**RESOLUTION:**

**EXHIBIT B**

Page 2 of 10

15 1. Purchase Price. The total purchase price is two million five hundred ninety thousand  
16 fifty-seven dollars and no/100 (\$2,590,057.00) (the "Purchase Price") payable as follows: all cash at  
17 closing. Buyer may elect to extend the scheduled closing date of November 1, 2004, referred to in  
18 Paragraph 7, up to two (2) additional thirty (30) day periods. For each thirty (30) day extension, the  
19 purchase price shall be increased by \$20,000.00. Such extension payments shall be deposited into  
20 escrow at the beginning of each thirty (30) day period and be non-refundable in the event Buyer  
21 fails to close. The schedule of price adjustments will be as follows:

22 November \$2,610,057.00

23 December \$2,630,057.00

24  
25 1.1. Earnest Money Deposit. Upon execution of this Agreement, Buyer shall deliver to the  
26 Escrow Holder as defined in herein, for the account of Buyer \$250,000.00 as earnest money (the "Earnest  
27 Money") in the form of  cash or  check or  promissory note (the "Note"). The purchase and sale  
28 of the Property shall be accomplished through an escrow (the "Escrow") which Seller has established or  
29 will establish with Chicago Title, 888 SW Fifth Avenue, Suite 930, Portland, Oregon 97204 (the "Title  
30 Company) and the Earnest Money shall be deposited with  Title Company. The Earnest Money shall  
31 be applied to the payment of the purchase price for the Property at Closing. Any interest earned on the  
32 Earnest Money shall be considered to be part of the Earnest Money. The Earnest Money shall be returned  
33 to Buyer in the event any condition to Buyer's obligation to purchase the Property shall fail to be satisfied  
34 or waived through no fault of Buyer.

35  
36 2. Conditions to Purchase. Buyer's obligation to purchase the Property is conditioned on the  
37 following:  none or  Buyer's approval of the results of (i) the Property inspection described in  
38 Section 3 below and (ii) the document review described in Section 4 and (iii) (describe any other condition)  
39 FTA approval process, and (iv) City Council authorization. If for any reason in Buyer's sole discretion,  
40 Buyer has not given written waiver of these conditions, or stated in writing that these conditions have been  
41 satisfied, by written notice given to Seller within sixty (60) days after the delivery of a fully executed  
42 Agreement to Buyer and Seller, this Agreement shall be deemed automatically terminated, the Earnest  
43 Money shall be promptly returned to Buyer, and thereafter, except as specifically provided to the contrary  
44 herein, neither party shall have any further right or remedy hereunder.

45  
46 3. Property Inspection. Seller shall permit Buyer and its agents, at Buyer's sole expense and  
47 risk, to enter the Property at reasonable times after reasonable prior notice to Seller, to conduct any and all  
48 inspections, tests, and surveys concerning the structural condition of the improvements, all mechanical,  
49 electrical and plumbing systems, hazardous materials, pest infestation, soils conditions, wetlands,  
50 Americans with Disabilities Act compliance, and all other matters affecting the suitability of the Property for  
51 Buyer's intended use and/or otherwise reasonably related to the purchase of the Property including the  
52 economic feasibility of such purchase. Buyer shall indemnify, hold harmless, and defend Seller from all  
53 liens, costs, and expenses, including reasonable attorneys' fees and experts' fees, arising from or relating  
54 to Buyer's entry on and inspection of the Property. This agreement to indemnify, hold  
55 harmless, and defend Seller shall survive closing or any termination of this Agreement.

56  
57 4. Seller's Documents. Within ten (10) days after the Execution Date, Seller shall deliver to  
58 Buyer, at Buyer's address shown below, legible and complete copies of the following documents and other  
59 items relating to the ownership, operation, and maintenance of the Property, to the extent now in existence

60 and to the extent such items are within Seller's possession or control: wetland delineation and report,  
61 property survey, and Utility Vault environmental report.

62  
63 5. Title Insurance. Within five (5) days after the Execution Date, Seller shall open the  
64 Escrow with the Title Company and deliver to Buyer a preliminary title report from the Title Company (the  
65 "Preliminary Commitment"), showing the status of Seller's title to the Property, together with complete and  
66 legible copies of all documents shown therein as exceptions to title ("Exceptions"). Buyer shall have ten  
67 (10) days after receipt of a copy of the Preliminary Commitment and Exceptions within which to  
68 give notice in writing to Seller of any objection to such title or to any liens or encumbrances affecting the  
69 Property. Within ten (10) days after the date of such notice from Buyer, Seller shall give Buyer written  
70 notice of whether it is willing and able to remove the objected-to Exceptions. Within ten (10) days after the  
71 date of such notice from Seller, Buyer shall elect whether to (i) purchase the Property subject to those  
72 objected-to Exceptions which Seller is not willing or able to remove or (ii) terminate this Agreement.  
73 On or before the Closing Date (defined below), Seller shall remove all Exceptions to which Buyer objects  
74 and which Seller agrees Seller is willing and able to remove. All remaining Exceptions set forth in the  
75 Preliminary Commitment and agreed to by Buyer shall be deemed "Permitted Exceptions." The title  
76 insurance policy to be delivered by Seller to Buyer at Closing shall contain no Exceptions other than the  
77 Permitted Exceptions, any Exceptions caused by Buyer and the usual preprinted Exceptions contained in  
78 an owner's standard ALTA form title insurance policy.

79  
80 6. Default; Remedies. Notwithstanding anything to the contrary contained in this Agreement,  
81 in the event Buyer fails to deposit the Earnest Money Deposit in Escrow strictly as and when contemplated  
82 under Section 1.1 above, Seller shall have the right at any time thereafter to terminate this Agreement and  
83 all further rights and obligations hereunder by giving written notice thereof to Buyer. If the conditions, if  
84 any, to Buyer's obligation to consummate this transaction are satisfied or waived by Buyer and Buyer  
85 nevertheless fails, through no fault of Seller, to close the purchase of the Property, Seller's sole remedy  
86 shall be to retain the Earnest Money paid by Buyer. In the event Seller fails, through no fault of Buyer, to  
87 close the sale of the Property, Buyer shall be entitled to pursue any remedies available at law or in equity,  
88 including without limitation, the remedy of specific performance. In no event shall Buyer be entitled to  
89 punitive or consequential damages, if any, resulting from Seller's failure to close the sale of the Property.

90  
91 7. Closing of Sale. Buyer and Seller agree the sale of the Property shall be closed  on or  
92 before November 1, 2004 but not later than December 31, 2004. Buyer may extend closing up to two  
93 (2) times in increments of thirty (30) days each by paying an additional \$20,000.00 for each thirty  
94 (30) day extension. The sale shall be deemed "closed" when the document(s) conveying title to the  
95 Property is recorded and the Purchase Price (increased or decreased, as the case may be, by the net  
96 amount of credits and debits to Seller's account at Closing made by the Escrow Holder pursuant to the  
97 terms of this Agreement) is disbursed to Seller. At Closing, Buyer and Seller shall deposit with the Title  
98 Company all documents and funds required to close the transaction in accordance with the terms of this  
99 Agreement. At Closing, Seller shall deliver a certification in a form approved by Buyer that Seller is not a  
100 "foreign person" as such term is defined in the Internal Revenue Code and the Treasury Regulations  
101 promulgated under the Internal Revenue Code. If Seller is a foreign person and this transaction is not  
102 otherwise exempt from FIRPTA regulations, the Title Company shall be instructed by the parties to  
103 withhold and pay the amount required by law to the Internal Revenue Service. At Closing, Seller shall  
104 convey fee simple title to the Property to Buyer by  statutory warranty deed. If this Agreement provides

105 for the conveyance by Seller of a vendee's interest in the Property by a contract of sale, Seller shall  
106 deposit with the Title Company (or other mutually acceptable escrow) the executed and acknowledged  
107 Deed, together with written instructions to deliver such deed to Buyer upon payment in full of the purchase  
108 price. At Closing, Seller shall pay for and deliver to Buyer a standard ALTA form owner's policy of title  
109 insurance (the "Policy") in the amount of the Purchase Price insuring fee simple title to the Property in  
110 Buyer subject only to the Permitted Exceptions and the standard preprinted exceptions contained in the  
111 Policy.

112  
113 8. Closing Costs; Prorates. Seller shall pay the premium for the Policy. Seller and Buyer  
114 shall each pay one-half of the escrow fees charged by the Title Company, any excise tax, and any transfer  
115 tax. Real property taxes for the tax year in which the transaction is closed, assessments (if a Permitted  
116 Exception), personal property taxes, interest on assumed obligations, and utilities shall be prorated as of  
117 the Closing Date.  Seller  Buyer  N/A shall be responsible for payment of all taxes, interest, and  
118 penalties, if any, upon removal of the Property from any special assessment, tax deferral, or program.

119  
120 9. Possession. Buyer shall be entitled to exclusive possession of the Property  on the  
121 Closing Date.

122  
123 10. Condition of Property. Seller represents that, to the best of Seller's knowledge without  
124 specific inquiry, Seller has received no written notices of violation of any laws, codes, rules, or regulations  
125 applicable to the Property ("Laws"), and Seller is not aware of any such violations or any concealed  
126 material defects in the Property which cost more than \$1,000.00 to repair or correct. Risk of loss or  
127 damage to the Property shall be Seller's until Closing and Buyer's at and after Closing. No agent of Buyer  
128 or Seller has made any representations regarding the Property. BUYER AND SELLER AGREE THAT  
129 THE REAL ESTATE LICENSEES NAMED IN THIS AGREEMENT HAVE MADE NO REPRESENTATIONS  
130 TO ANY PARTY REGARDING THE CONDITION OF THE PROPERTY, THE OPERATIONS ON OR  
131 INCOME FROM THE PROPERTY, THE TENANCIES, OR WHETHER THE PROPERTY OR THE USE  
132 THEREOF COMPLIES WITH LAWS. Except for Seller's representations set forth in this section 10, Buyer  
133 shall acquire the Property "as is" with all faults and buyer shall rely on the results of its own inspection and  
134 investigation in Buyer's acquisition of the Property. It shall be a condition of Buyer's obligation to close, and  
135 of Seller's right to retain the Earnest Money as of Closing, that all of the Seller's representations and  
136 warranties stated in this Agreement are materially true and correct on the Closing Date. Seller's  
137 representations and warranties stated in this Agreement shall survive Closing for one (1) year.

138  
139 11. Personal Property. This sale includes the following personal property:  N/A.

140  
141 12. Notices. Unless otherwise specified, any notice required or permitted in, or related to, this  
142 Agreement must be in writing and signed by the party to be bound. Any notice will be deemed delivered (i)  
143 when personally delivered or delivered by facsimile transmission (with electronic confirmation of delivery),  
144 or (ii) on the day following delivery of the notice by reputable overnight courier, or (iii) three (3) days after  
145 mailing in the U.S. mails, postage prepaid, by the applicable party in all events, to the address of the other  
146 party shown in this Agreement, unless that day is a Saturday, Sunday, or legal holiday, in which event it  
147 will be deemed delivered on the next following business day. If the deadline under this Agreement for  
148 delivery of a notice or payment is a Saturday, Sunday, or legal holiday, such last day will be deemed  
149 extended to the next following business day.



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13. Assignment. Buyer  may not assign this Agreement or Buyer's rights under this Agreement without Seller's prior written consent. If Seller's consent is required for assignment, such consent may be withheld in Seller's reasonable discretion.

14. Attorneys' Fees. In the event a suit, action, arbitration, or other proceeding of any nature whatsoever, including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted, or the services of an attorney are retained, to interpret or enforce any provision of this Agreement or with respect to any dispute relating to this Agreement, the prevailing party shall be entitled to recover from the losing party its attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith (the "Fees"). In the event of suit, action, arbitration, or other proceeding, the amount of Fees shall be determined by the judge or arbitrator, shall include all costs and expenses incurred on any appeal or review, and shall be in addition to all other amounts provided by law.

15. Statutory Land Use Disclaimer. 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, WHICH, IN FARM AND FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND WHICH LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES.

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

17. Miscellaneous. Time is of the essence of this Agreement. The facsimile transmission of any signed document including this Agreement, in accordance with Paragraph 12, shall be the same as delivery of an original. At the request of either party, the party delivering a document by facsimile will confirm facsimile transmission by signing and delivering a duplicate original document. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same Agreement. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements between them with respect thereto. Without limiting the provisions of Section 13 of this Agreement, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. The person signing this Agreement on

195 behalf of Buyer and the person signing this Agreement on behalf of Seller each represents, covenants and  
196 warrants that such person has full right and authority to enter into this Agreement and to bind the party for  
197 whom such person signs this Agreement to the terms and provisions of this Agreement. This Agreement  
198 shall not be recorded unless the parties otherwise agree.

199  
200 18. Addendums; Exhibits. The following named addendums and exhibits are attached to this  
201 Agreement and incorporated within this Agreement:  none or  Exhibit A, Property legal  
202 description.

203  
204 19. Time for Acceptance. Seller has until 5:00 p.m. Pacific Time three days after Buyer  
205 execution date to accept this offer. Acceptance is not effective until a copy of this Agreement, which has  
206 been signed and dated by Seller is actually received by Buyer. If this offer is not so accepted, it shall  
207 expire and the Earnest Money shall be promptly refunded to Buyer and thereafter, neither party shall have  
208 any further right or remedy against the other.

209  
210 20. Seller's Acceptance and Brokerage Agreement. By execution of this Agreement, Seller  
211 agrees to sell the Property on the terms and conditions in this Agreement. Seller further agrees to pay a  
212 commission to Regan Carter, Realtor ("Broker") in the total amount computed in accordance with (i) the  
213 listing agreement or other commission agreement dated \_\_\_\_\_ between Seller and Broker; or (ii) if  
214 there is no written commission agreement, Seller hereby agrees to pay a commission of  five percent  
215 (5%) of the purchase price or  \$\_\_\_\_\_. Seller and Broker agree that the commission is  
216 deemed earned as of the earlier of (i) Closing or (ii) the date Buyer waives all conditions precedent to  
217 Closing as set forth in this Agreement. Unless otherwise provided in a separate written agreement, Seller  
218 shall cause the Escrow Holder to deliver to Broker the real estate commission on the Closing Date or upon  
219 Seller's breach of this Agreement, whichever occurs first. If the Earnest Money is forfeited and retained by  
220 Seller in accordance with this Agreement, in addition to any other rights the Broker may have, the Broker  
221 shall be entitled to the lesser of (A) fifty percent (50%) of the Earnest Money or (B) the commission agreed  
222 to above, and Seller hereby assigns such amount to the Broker.

223  
224 21. Condemning Authority. The Buyer is a municipal authority with the power of  
225 condemnation. Under the threat of condemnation, Seller has agreed to sell the Property to Buyer on the  
226 terms and conditions set forth in this Agreement.

227  
228 22. Execution Date. The Execution Date is the later of the two dates shown beneath the  
229 parties' signatures below.

230  
231 23. Governing Law. This Agreement is made and executed under, and in all respects shall be  
232 governed and construed by the laws of the State of Oregon.

233  
234 **CONSULT YOUR ATTORNEY. THIS DOCUMENT HAS BEEN PREPARED FOR SUBMISSION TO**  
235 **YOUR ATTORNEY FOR REVIEW AND APPROVAL PRIOR TO SIGNING. NO REPRESENTATION OR**  
236 **RECOMMENDATION IS MADE BY THE COMMERCIAL ASSOCIATION OF REALTORS® OREGON/SW**  
237 **WASHINGTON OR BY THE REAL ESTATE LICENSEES INVOLVED WITH THIS DOCUMENT AS TO**  
238 **THE LEGAL SUFFICIENCY OR TAX CONSEQUENCES OF THIS DOCUMENT.**

239

240 THIS FORM SHOULD NOT BE MODIFIED WITHOUT SHOWING SUCH MODIFICATIONS BY  
241 REDLINING, INSERTION MARKS, OR ADDENDA.

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Buyer: City of Wilsonville  
By Arlene Loble  
Title City Manager  
Execution Date May 24, 2004  
Time of Execution 11:00 a.m.  
Home Phone \_\_\_\_\_  
Office Phone (503) 682-1011  
Address 30000 Town Center Loop East  
Wilsonville, Oregon 97070  
Fax No. (503) 682-1015  
E-Mail \_\_\_\_\_

Seller: Our Associates, LLC.  
By Tom Garnier  
Title MHWAGING PARTNER  
Execution Date MAY 24, 2004  
Time of Execution 2:25 pm.  
Home Phone \_\_\_\_\_  
Office Phone 503-682-3633  
Address 9760 SW Freeman Drive  
Wilsonville, Oregon 97070  
Fax No. 503-682-6499  
E-Mail \_\_\_\_\_

**EXHIBIT A  
LEGAL DESCRIPTION OF PROPERTY**

**RESOLUTION:****EXHIBIT B**

Page 9 of 10

**EXHIBIT "A"  
LEGAL DESCRIPTION**

A TRACT OF LAND SITUATED IN THE NORTHWEST ONE-QUARTER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN AND LOCATED IN THE CITY OF WILSONVILLE, CLACKAMAS COUNTY, OREGON; SAID PARCEL OF LAND DESCRIBED SPECIFICALLY AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION 14, SAID POINT BEARS SOUTH 06° 59'42" WEST, 0.35 FEET FROM A 5/8" IRON ROD WITH AN ILLEGIBLE YELLOW PLASTIC CAP; THENCE ALONG THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 14 SOUTH 89°46'47" WEST, 166.35 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE OREGON ELECTRIC RAILROAD; THENCE ALONG SAID WEST RAILROAD RIGHT-OF-WAY LINE NORTH 00°04'04" WEST, 30.00 FEET TO THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN DEED DOCUMENT NO. 2002-060721 AND THE NORTH LINE OF THAT CERTAIN TRACT OF LAND DEDICATED TO THE CITY OF WILSONVILLE IN DOCUMENT NO. 83-12202, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE NORTH 00°04'04" WEST, 732.32 FEET TO A POINT; THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE SOUTH 89°49'00" WEST, 885.64 FEET TO A POINT; THENCE NORTH 00°10'53" WEST, 238.00 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT OF LAND DESCRIBED IN DEED DOCUMENT NO. 2002-060721; THENCE ALONG SAID NORTH LINE SOUTH 89°49'00" WEST, 270.72 FEET TO A POINT ON THE WEST LINE OF SAID TRACT DESCRIBED IN DEED DOCUMENT NO. 2002-060721; THENCE LEAVING SAID NORTH LINE ALONG SAID WEST LINE SOUTH 00°05'14" EAST, 1001.06 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT DESCRIBED IN DEED DOCUMENT NO. 2002-060721; THENCE ALONG SAID SOUTH LINE NORTH 89°46'47" EAST, 276.97 FEET TO THE SOUTHWEST CORNER OF SAID TRACT OF LAND DEDICATED TO THE CITY OF WILSONVILLE IN DOCUMENT NO. 83-12202; THENCE ALONG THE WEST LINE OF SAID WILSONVILLE TRACT NORTH 00°13'51" WEST, 30.00 FEET TO THE NORTHWEST CORNER OF SAID WILSONVILLE TRACT; THENCE ALONG SAID NORTH LINE NORTH 89°46'47" EAST, 879.61 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 920,232 SQUARE FEET OR 21.126 ACRES MORE OR LESS

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JULY 18, 1982  
TERRY GOODMAN  
1989

RENEWAL DATE: 7-1-03

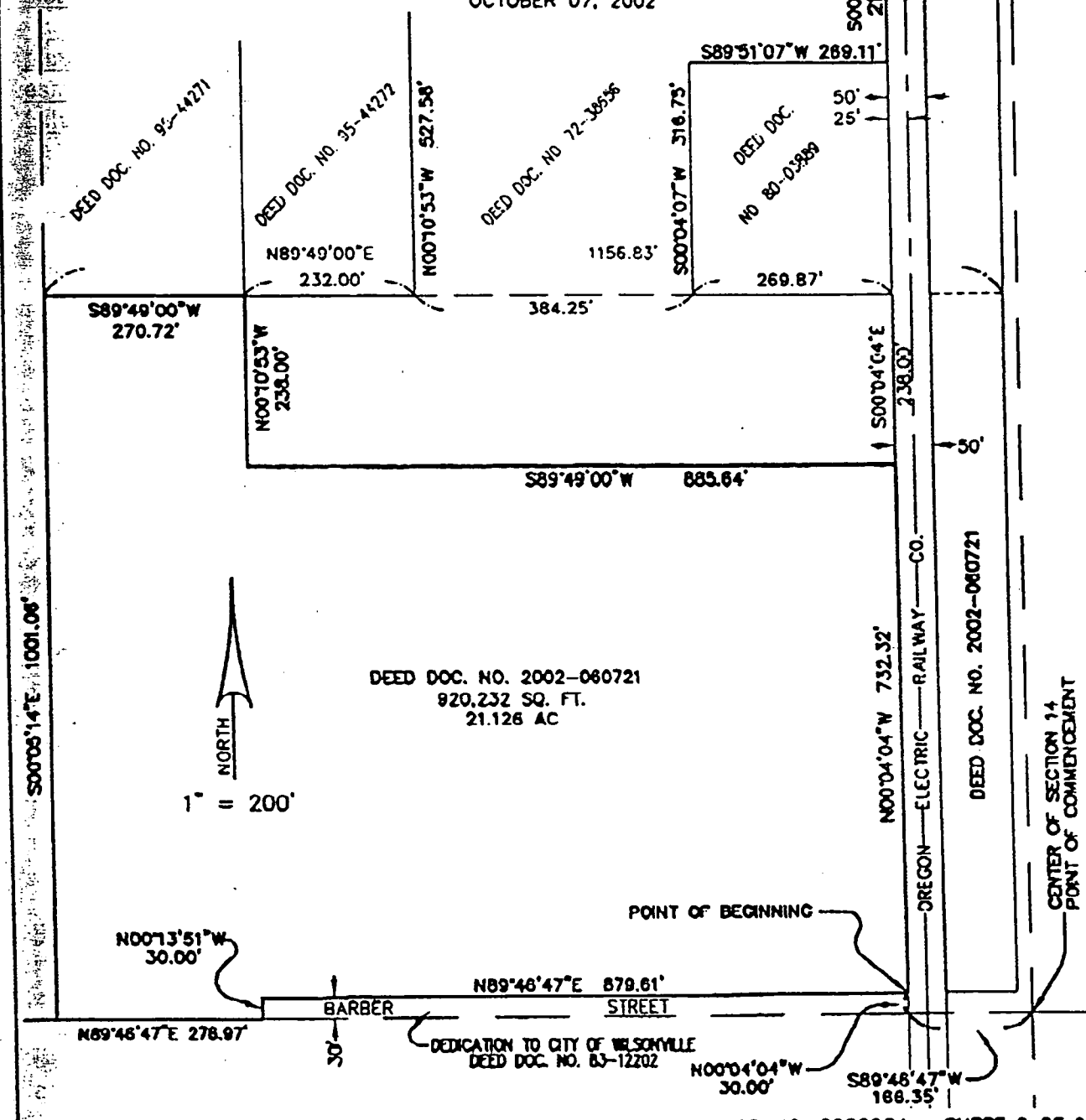
**RESOLUTION:**

**EXHIBIT B**

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**EXHIBIT "B"**

LOCATED IN THE NORTHWEST 1/4, SECTION 14, TOWNSHIP 3 SOUTH, RANGE 1 WEST, OF THE WILLAMETTE MERIDIAN, CITY OF WILSONVILLE, CLACKAMAS COUNTY, OREGON  
OCTOBER 07, 2002



JOB NO. 2022834 SHEET 2 OF 2  
(DWG. DATA IN SSI2449)

**W R G**  
DESIGN INC.

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