

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 00-023

Approving AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS between Kyung Sin Song, Myung Suk Song, Myung Hee Lee, Youn Dong Lee and Multnomah County, and authorizing the County Chair to execute documents necessary to enter into and perform the AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County requires additional office space for the proper operation of the Multnomah county Sheriff's Office Records Section at the Justice Center Building.
- b. A portion of the private condominium unit adjacent to the Records Section has been determined by the Board to be suitable and available for purchase.
- c. The purchase of the real property described in the AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS before the Board this date in this matter upon the conditions and provisions recited therein will benefit Multnomah County.

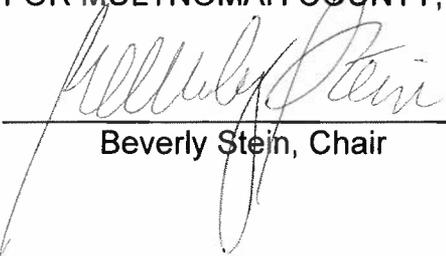
The Multnomah County Board of Commissioners Resolves:

1. Multnomah County shall enter into and execute the PURCHASE AND SALE AGREEMENT before the Board in this matter.
2. The County Chair is hereby authorized and directed to execute said PURCHASE AND SALE AGREEMENT and any other documents required for completion of performance of the said PURCHASE AND SALE AGREEMENT.

Adopted this 2nd day of March, 2000.



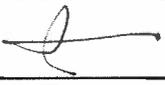
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Attorney
For Multnomah County, Oregon

By 

John Thomas, Assistant County Attorney

C. Following the proposed modification, the Seller will be the owner of the real property and improvements on it, that will be known as Unit 5 of the Justice Center, A Public Condominium (the "Premises"). The Premises has an address of 1110 SW Third Street, City of Portland, Multnomah County, State of Oregon. The Premises contains approximately 4,852.6 square feet of retail space and is more particularly described in Appendix 2 attached hereto and incorporated herein.

D. The Buyer desires to purchase the Premises from the Seller, and the Seller desires to sell the Premises to the Buyer. The terms of this Agreement are as follows:

Agreement

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

2. **Purchase Price.** The purchase price for the Premises shall be Five Hundred Thousand and No/100 dollars (\$500,000.00).

3. **Payment of Purchase Price.** The purchase price shall be payable as follows:

(a) **Cash at Closing.** On or before the closing date, the Buyer shall deposit into escrow cash, a wire transfer of funds, a certified check, or a cashier's check, in an amount equal to Five Hundred Thousand and No/100 Dollars (\$500,000.00) as the balance of the purchase price.

4. **Escrow**

(a) **Opening of Escrow.** With the deposit by the Buyer and Seller of an executed copy of this Agreement, escrow will be opened for consummating this transaction. The Buyer and the Seller hereby authorize their respective attorneys to execute and deliver into escrow any additional or supplemental instructions as may be necessary or convenient to implement the terms of this Agreement and to close this transaction. In the event of any conflict between such additional or supplemental instructions and the express terms of this Agreement, the terms of this Agreement shall control.

(b) **Indemnification of Escrow Holder.** If this Agreement or any matter relating to it becomes the subject of any litigation or controversy, the Buyer and the Seller agree, jointly and severally, to hold the Escrow Holder free and harmless from any loss or expense, including attorney fees, that may be suffered by it by reason thereof, except if by reason of the Escrow Holder's own negligence. In the event conflicting demands are made or notices are served on the Escrow Holder with respect to this Agreement, the Buyer and the Seller expressly agree that the Escrow Holder shall be entitled to file suit in interpleader and obtain an order from the court requiring the Buyer and the Seller to interplead and litigate their several claims and rights among themselves. Upon filing the action in interpleader, the Escrow Holder shall be fully released and discharged from any obligations imposed on it by this Agreement.

(c) **Nonliability of Escrow Holder.** The Escrow Holder shall not be liable for the sufficiency or correctness as to form, manner, execution, or validity of any instrument deposited with it, nor as to the identity, authority, or rights of any person executing such instrument, nor for failure to comply with any of the provisions of any agreement, contract, or other instrument filed with the Escrow Holder or referred to here, except the Escrow Holder's own performance pursuant to this Agreement or any other escrow instructions or if by reason of the Escrow Holder's own negligence. The Escrow Holder's duties under this Agreement shall be limited to safekeeping and accounting for the money; and safekeeping the instruments or other documents received by it as the Escrow Holder, and for depositing and disbursing the money and depositing or recording the instruments or other documents in accordance with the terms of this Agreement. Notwithstanding the foregoing, nothing in this Paragraph 4(c) shall limit the liability of the Escrow Holder as the title insurer under the title policy.

(d) **Closing Date.** Unless otherwise extended, in writing, by the Buyer and Seller, this transaction shall close on or before Friday, April 28, 2000, or as soon thereafter as conditions precedent to closing are met (the "Closing Date").

5. **Conditions to Closing**

(a) **Conditions Precedent to Buyer's Obligations.** The close of escrow and the Buyer's obligations with respect to the transaction contemplated by this Agreement are subject to the satisfaction, not later than the Closing Date (unless otherwise provided), of the following conditions:

(1) **Preliminary Title Report.** Following the execution of this Agreement and the completion of the proposed modification to the Declaration as contemplated in Recital Paragraphs B and C, the Seller, at the Seller's cost and expense, shall cause the Escrow Holder to issue to the Buyer its preliminary title report on the Premises (the "Preliminary Commitment"), along with copies of all documents that give rise to exceptions listed in the report (the "Underlying Documents"). Within **fifteen (15)** days of receiving the Preliminary Commitment and the Underlying Documents, the Buyer shall give the Seller written notice setting forth the exceptions that are not acceptable to the Buyer (the "Unacceptable Exceptions"). All other exceptions shall be deemed acceptable to the Buyer (the "Permitted Exceptions"). The Seller shall have **fifteen (15)** days after receiving the Buyer's notice in which to give the Buyer its written notice agreeing to eliminate the Unacceptable Exceptions or electing to terminate this Agreement. If the Seller agrees to eliminate the Unacceptable Exceptions, the Seller shall be obligated to do so at its cost and as of the Closing Date.

(2) **Documentation of Changes to Condominium.** Seller shall, at Seller's sole expense, complete all documents and surveys, obtain all required approvals and record all documents necessary to establish to Buyer's satisfaction that the Premises is a separate, saleable condominium unit. Buyer shall cooperate with Seller to complete the required documentation and obtain the required approvals. Buyer shall be responsible for its costs to review and approve documents prepared by Seller.

(3) **Investigation and Review.** It shall be a condition to closing that the documents described in this Section 5 (the "Investigation Documents") be delivered to the Buyer and approved as provided below and that the results of the Buyer's site studies pursuant to Sections 5(a)(4 and 5) below be acceptable to the Buyer in its sole discretion.

On the dates specified herein, the Seller shall deliver or cause to be delivered to the Buyer the Investigation Documents. The Buyer shall have the right to review and approve each and every Investigation Document to its sole satisfaction within **fifteen (15) days** after the Buyer receives it. The Buyer's failure to respond timely shall constitute the Buyer's approval of the Investigation Document provided. In the event the Buyer disapproves any Investigation Document, the Buyer shall timely notify the Seller in writing, and the Seller shall have **fifteen (15) days** in which to cure. If a cure acceptable to the Buyer is not timely achieved, the Buyer may waive the requirement in writing, or elect to terminate this Agreement for failure to satisfy a condition precedent to the Buyer's obligation to close.

(4) **Site Studies.** Within **thirty (30) days** of mutual execution of this Agreement, Buyer shall have conducted an environmental review and audit (the "Environmental Audit") of the Premises, indicating to the satisfaction of Buyer that the Premises does not contain, either on its surface or in its subsurface or underlying water table, any Hazardous Substances. The Environmental Audit may include a historical review of the use of the Premises, review of all regulatory agency permits and compliance and enforcement files and records, soil tests, the acquisition of core samples and water table samples by drilling conducted on the Premises, and such other tests and studies as Buyer may deem appropriate. All tests and studies shall be conducted by agents selected by Buyer and performed as Buyer shall direct, subject to the approval of Seller, which shall not be unreasonably withheld. Buyer shall be solely responsible for the cost of all tests and studies undertaken. Buyer hereby agrees to indemnify and hold harmless the Seller for any damages caused or suffered during the performance of the Environmental Audit under this Section.

Within **thirty (30) days** of mutual execution of this Agreement, Buyer may engage additional consultants or engineers of the Buyer's choosing to conduct additional site studies of the Premises as the Buyer deems necessary. The Buyer or its agents shall have the right to enter the Premises at reasonable times before closing to make such tests, inspections, studies, and other investigations as the Buyer may require, at the Buyer's expense and risk. The Buyer shall indemnify and hold the Seller harmless from any loss, damage, or claim arising out of the Buyer's access to the Premises for the purpose of making tests, inspections, studies, and other investigations. It shall be a condition precedent to closing that the results of such studies or analyses be acceptable to the Buyer in its sole discretion.

(6) **Representations, Warranties, and Covenants of Seller.** The Seller shall have duly performed each and every agreement 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.

(7) **No Material Changes.** At the Closing Date, there shall have been no material adverse changes related to or connected with the Premises, whether directly or indirectly.

(8) **Seller's Deliveries.** The Seller shall have timely delivered each and every item to be delivered by the Seller pursuant to this Agreement.

The conditions set forth in this Section 5(a)(1-8) are solely for the benefit of the Buyer and may be waived only by the Buyer. The Buyer shall at all times have the right to waive any condition. Such waiver or waivers shall be in writing to the Seller. The waiver by the Buyer of any condition shall not relieve the Seller of any liability or obligation with respect to any representation, warranty, covenant, or agreement of the Seller. Neither the Seller nor the Buyer shall act or fail to act for the purpose of permitting or causing any condition to fail.

(b) **Conditions Precedent to Seller's Obligations/Buyer's Obligations.** The close of escrow and the Seller's obligations with respect to the transactions contemplated by this Agreement are subject to the Buyer'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 Paragraph 5(a) or Paragraph 5(b) are not timely satisfied or waived, for a reason other than the default of the Buyer or the Seller under this Agreement:

(1) This Agreement, the escrow, and the rights and obligations of the Buyer and the Seller shall terminate, except as otherwise provided herein; and

(2) Subject to the provisions of Sections 3(a) and 21(b), the Escrow Holder is hereby instructed to promptly return to the Seller and the Buyer all funds and documents deposited by them, respectively, in escrow that are held by the Escrow Holder on the date of the termination (minus, in the case of the party otherwise entitled to such funds, however, the amount of any cancellation charges required to be paid by that party under Paragraph 5(d)).

(d) **Cancellation Fees and Expenses.** In the event this escrow terminates because of the nonsatisfaction of any condition for a reason other than the default of the Seller or the Buyer under this Agreement, any cancellation charges required to be paid to the Escrow Holder shall be borne equally between the Seller and the Buyer. In the event this escrow terminates because of the Seller's default, any cancellation charges required to be paid to the Escrow Holder shall be borne by the Seller. In the event this escrow terminates because of the Buyer's default, any cancellation charges required to be paid to the Escrow Holder shall be borne by the Buyer.

6. Deliveries to Escrow Holder

On the Closing Date, Seller and Buyer shall deposit the following documents and funds in escrow, and the Title Company shall close escrow in accordance with the instructions of Seller and Buyer.

(a) Seller shall deposit the following:

(1) **Deed.** A statutory special warranty deed, duly executed and acknowledged in recordable form by the Seller, conveying the Premises to the Buyer subject only to nondelinquent property taxes, the Permitted Exceptions, and other matters that may be approved in writing by the Buyer.

(2) Shall inform the Title Company that **Seller is a foreign person**, trust, partnership, or corporation in compliance with the requirements of IRC ' 1445;

(3) Original counterparts or legible photocopies of all documents, feasibility studies, surveys, engineering reports, and other items of a similar nature in the possession of Seller that relate to the Premises;

(4) Such documents as Buyer or the Title Company may require to evidence the authority of Seller to consummate this transaction; and

(5) **Changes of Address.** Written notices executed by the Seller to taxing authorities having jurisdiction over the Premises, changing the address for service of notice and delivery of statements and bills.

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

(b) Buyer shall deposit the following:

(1) **Purchase Price.** The cash payment specified in Section 3, minus any credits available to Buyer under the terms of this Agreement;

(2) Such documents as Seller or the Title Company may require to evidence the authority of Buyer to consummate the transaction contemplated; and

(3) Such other documents and funds, including (without limitation) escrow instructions, as are required of Buyer to close the sale and purchase of the Premises in accordance with this Agreement.

(4) **Prorations.** The amount due the Seller, if any, after the prorations are computed in accordance with Section 10 below.

7. **Deliveries to Buyer at Closing.** The Seller shall deliver possession of the Premises to the Buyer at close of escrow. On or before the Closing Date, the Seller shall deliver to the Buyer possession of the following:

(a) **Service Contracts.** To the extent any service contracts for the Premises exist, originals of all service contracts or, to the extent an original service contract is unavailable, a duplicate original of it with a certificate executed by the Seller warranting the authenticity of the duplicate original. Seller is currently unaware of the existence of any service contracts for the Premises.

(b) **Keys.** To the extent any are in the possession of Seller, keys to all entrance doors to the improvements on the Property and keys to all personal property located on the Premises.

(c) **Personal Property.** Possession of the personal property not removed by Seller pursuant to the terms this of Section.

(1) **Seller's Removal of Personal Property.** Prior to closing, Seller shall be required to remove, at Seller's sole cost and expense, any items of personal property located on the Premises. Until closing, all items shall remain the personal property of Seller. Following closing, all such property shall become the property of Buyer.

(d) **Termination Agreements.** Executed termination agreements or other evidence reasonably satisfactory to the Buyer that any service contract disapproved by the Buyer in accordance with the terms of this Agreement has been duly and validly terminated effective on or before the Closing Date. Seller is unaware of the existence of any such service contracts relating to the premises.

(e) **Records and Plans.** Except as provided by Buyer, Seller possesses no plans and specifications for construction on the Premises, copies of architectural drawings, construction plans and specifications, "as-built" records of the improvements, environmental studies, inspection reports, or topographical surveys or soil tests for or relating to the Premises.

8. **Title Insurance.** As soon as practicable after Closing, and in any event no later than ten (10) days after the Closing Date, Seller shall cause the Title Company to issue its standard form ALTA Owner's Title Insurance Policy, without extended coverage, in the amount of the Purchase Price, insuring fee simple title to the Premises vested in Buyer, subject only to the Permitted Exceptions. The Buyer shall have the right, if the Buyer so elects, to cause the title policy to be issued as an extended coverage policy, provided the Buyer pays the additional premiums and all survey costs associated therewith. If the Buyer elects extended coverage, then the Seller shall execute and deliver to the Escrow Holder at closing a certificate and indemnity substantially in the form

required by the Escrow Holder.

9. **Adjustments.** The Seller shall pay for the standard coverage title insurance policy, one-half of any recording charges, one-half of all escrow fees and costs, and the Seller's share of prorations pursuant to Paragraph 10 below. The Buyer shall pay one-half of any recording charges, one-half of all escrow fees and costs, and the Buyer's share of prorations pursuant to Paragraph 10 below. The Buyer and the Seller shall each pay its own legal and professional fees of other consultants incurred by the Buyer and the Seller, respectively. All other costs and expenses shall be allocated between the Buyer and the Seller in accordance with the customary practice in Multnomah County, Oregon. At closing, the Buyer shall contribute any funds necessary to pay its share of adjustments.

10. **Prorations**

(a) **General.** Rental revenues, and other income, if any, from the Premises and presently existing taxes, assessments, improvement bonds, and other expenses, if any, affecting the Premises, shall be prorated as of the day following the Closing Date. For the purpose of calculating prorations, the Buyer shall be deemed to be in title to the Premises and, therefore, entitled to the income and responsibility for the expenses for the entire day following the Closing Date.

(b) **Method of Proration.** All prorations shall be made in accordance with customary practice in Multnomah County, Oregon, except as expressly provided herein. Such prorations, if and to the extent known and agreed on as of the Closing Date, shall be paid by the Buyer to the Seller (if the prorations result in a net credit to the Seller) or by the Seller to the Buyer (if the prorations result in a net credit to the Buyer) by increasing or reducing the cash to be paid by the Buyer at closing. Any such prorations not determined or not agreed on as of the Closing Date shall be paid by the Buyer to the Seller, or by the Seller to the Buyer, as the case may be, in cash as soon as practicable following the Closing Date.

11. **Disbursements and Other Actions by Escrow Holder.** At closing, the Escrow Holder shall do the following:

(a) **Funds.** Disburse all funds deposited with the Escrow Holder by the Buyer in payment of the purchase price as follows:

(1) Deduct all items chargeable to the account of the Seller pursuant to Paragraph 9 above.

(2) Disburse to the holder of the underlying land sale contract funds sufficient to retire the balance of the land sale contract as of the Closing Date.

(3) Disburse the balance of the purchase price to the Seller promptly upon closing.

(4) Disburse the remaining balance of the funds, if any, to the Buyer promptly upon closing.

(b) **Recording.** Cause the deed and any other documents that the parties may mutually direct to be recorded in the official records and obtain conformed copies for distribution to the Buyer and the Seller.

(c) **Title Policy.** Issue the title policy to the Buyer.

(d) **Disbursement of Documents to Buyer.** Disburse to Buyer any documents (or copies thereof) deposited into escrow by the Seller pursuant hereto.

12. **Disbursements to Be Handled Outside of Escrow.** None.

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

(a) **Representations Regarding Seller's Authority.**

(1) The Seller has the legal power, right, and authority to enter into this Agreement and the instruments referred to here and to consummate the transactions contemplated here.

(2) All requisite action (corporate, trust, partnership, or otherwise) has been taken by the Seller in connection with entering into this Agreement, the instruments referred to here, and the consummation of the transactions contemplated here. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority, or other party is required.

(3) The persons executing this Agreement and the instruments referred to here on behalf of the Seller and the partners, officers, or trustees of the Seller, if any, have the legal power, right, and actual authority to bind the Seller to the terms and conditions of this Agreement.

(4) This Agreement and all documents required to be executed by the Seller are and shall be valid, legally binding obligations of and enforceable against the Seller in accordance with their terms.

(5) Neither the execution and delivery of this Agreement and documents referred to here, nor the incurring of the obligations set forth here, nor the consummation of the transactions here contemplated, nor compliance with the terms of this Agreement and the documents referred to here conflict with or result in the material breach of any terms, conditions, or provisions of, or constitute a default under any bond, note, or other evidence of indebtedness, or any contract,

indenture, mortgage, deed of trust, loan, partnership agreement, lease, or other agreements or instruments to which the Seller is a party or affecting the Premises.

(b) **Warranties and Representations Pertaining to Real Estate and Legal Matters.**

(1) The information contained in the recitals is true and correct.

(2) Except as disclosed to the Buyer in writing, there is no litigation, claim, or arbitration, pending or threatened, with regard to the Premises or its operation.

(3) No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization, or other proceedings are pending or, to the best of the Seller's knowledge, threatened against the Seller, nor are any such proceedings contemplated by the Seller.

(4) The Seller is the beneficial titleholder of the Premises and has good, marketable, and insurable title to the Premises, free and clear of all liens, encumbrances, claims, covenants, conditions, restrictions, easements, rights of way, options, judgments, or other matters, except as disclosed by the preliminary title report. Except for the condominium conversion contemplated herein, there shall be no change in the ownership, operation, or control of the Seller from the date of this Agreement until the Closing Date.

(6) The Seller has not entered into any other contracts for the sale of the Premises, nor do there exist any rights of first refusal or options to purchase the Premises.

(7) The Seller has not received any notices from any insurance company of any defects or inadequacies in the Premises.

(8) Any licenses and permits obtained by the Seller have been fully paid for and are not subject to any liens, encumbrances, or claims of any kind.

(9) The Seller has not transferred hazardous waste from the Premises 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 waste from the Premises to another location that is not in compliance with applicable environmental laws, regulations, or permit requirements.

(10) There are no proceedings, governmental administrative actions, or judicial proceedings pending or, to the best of the Seller's knowledge, contemplated under any federal, state, or local laws regulating the discharge of hazardous or toxic materials or substances into the environment.

(11) To the best of the Seller's knowledge, the Seller has not, during its ownership of the Premises, stored, produced, or disposed of any hazardous substance, including asbestos, on the Premises.

(c) **Representations Pertaining to Service Contracts.** To the best of the Seller's knowledge after due inquiry:

(1) The only service or maintenance contracts have been provided or disclosed in writing to the Buyer. Seller is currently unaware of any service contracts relating to the Premises.

(2) Except as indicated in Paragraph 18 below, no leasing or brokerage fees or commissions of any nature whatsoever shall become due or owing to any person, firm, corporation, or entity after closing with respect to the tenant leases.

(d) **Representations, Warranties, and Covenants Regarding Operation of the Premises Through the Close of Escrow.**

(1) The Seller further represents and warrants that, until this transaction is closed or escrow is terminated, whichever comes earlier, it shall:

A. Keep all existing insurance policies affecting the Premises in full force and effect;

B. Make all regular payments of interest and principal on any existing financing or land sale contracts;

C. Comply with all government regulations;

(e) **General Representation.** The Seller's representations and warranties contained here are true and accurate, and are not misleading. The Seller's representations and warranties contained here shall be continuing and shall be true and correct as of the Closing Date with the same force and effect as if remade by the Seller in a separate certificate at that time. The Seller's representations and warranties contained here shall survive the close of escrow and shall not merge into the deed and the recordation of the deed in the official records.

14. **As Is.** Other than the Seller's representations and warranties contained in this Agreement and those contained in any instrument delivered to the Buyer at closing, and with the exception of the terms of this Agreement relating to Seller's removal of Seller's personal property, the Buyer acknowledges that it is purchasing the Premises **AS IS**. The Buyer further acknowledges that it accepts the Premises in **AS IS** condition.

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

(a) The Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referred to here and to consummate the transactions contemplated here.

(b) All requisite action (municipal, corporate, trust, partnership, or otherwise) has been taken by the Buyer in connection with entering into this Agreement and the instruments referred to here and the consummation of the transactions contemplated here. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority, or other party is required.

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

(d) This Agreement and all documents required by it to be executed by the Buyer are and shall be valid, legally binding obligations of, and enforceable against the Buyer in accordance with their terms.

(e) Neither the execution and delivery of this Agreement and documents referred to here, nor the incurring of the obligations set forth here, nor the consummation of the transactions contemplated, nor compliance with the terms of this Agreement and the documents referred to here conflicts with or results in the material breach of any terms, conditions, or provisions of or constitute a default under any bond, note, or other evidence of indebtedness, or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease, or other agreements or instruments to which the Buyer is a party.

16. Damage or Destruction; Condemnation. Until close of escrow, the risk of loss shall be retained by the Seller. The Seller shall keep the Premises fully insured until close of escrow.

In the event any portion of the Premises is damaged, destroyed, or condemned or threatened with condemnation before the close of escrow, the Buyer may terminate this Agreement. In such event, escrow will be terminated, and this Agreement shall have no further force or effect whatsoever.

17. Notices. All notices or other communications required or permitted under this Agreement shall be in writing and shall be (a) personally delivered (including by means of professional messenger service), which notices and communications shall be deemed received on receipt at the office of the addressee; (b) sent by registered or certified mail, postage prepaid, return receipt requested, which notices and communications shall be deemed received three days after deposit in the United States mail; (c) sent by overnight delivery using a nationally recognized

overnight courier service, which notices and communications shall be deemed received one business day after deposit with such courier; or (d) sent by telefax, which notices and communications shall be deemed received on the delivering party's receipt of a transmission confirmation.

To Buyer: Mr. Robert Oberst
Multnomah County
Division of Facilities and Property Management
2505 SE 11th Ave.
Portland, OR 97202

With a Copy to: _____

To Seller: Mrs. Kyung Song
Min Song
10225 SW Murray Blvd., #C-216
Beaverton, OR 97008

With a Copy to: J. David Zehntbauer, Esq.
Hughes & Zehntbauer, LLP
Bank of America Financial Center
121 SW Morrison St., Ste. 1020
Portland, OR 97204

and a Copy to: Terry N. Tolls
TN Tolls Co.
P.O. Box 577
Portland, OR 97207-0577

To Escrow Holder: Fidelity National Title Company of Oregon
900 SW 5th Ave., Portland, Oregon 97204
Attn: Pamela J. Kinkead, Senior Escrow Officer
222-2424 and fax 227-2274

Notice of change of address shall be given by written notice in the manner detailed in this paragraph.

18. Professional Fees

(a) **Broker.** At the close of escrow, the Seller shall pay from funds accruing to the Seller through escrow any brokerage commission and fees owed to the brokerage firm of T.N. Tolls Co. the amount of six percent (6%) of the final Purchase Price in connection with the transactions contemplated by this Agreement. T.N. Tolls Co. shall be responsible for splitting the commission or paying referral fees to any other brokerage pursuant to the agreement between these brokerage

firms, if any. The Seller represents and warrants to the Buyer, and the Buyer represents and warrants to the Seller, that no other broker or finder has been engaged by it, respectively, in connection with any of the transactions contemplated by this Agreement, or to its knowledge is in any way connected with any of such transactions. In the event of any claims for additional brokers' or finders' fees or commissions in connection with the negotiation, execution, or consummation of this Agreement, then the Buyer shall indemnify, hold harmless, and defend the Seller from and against such claims if they shall be based on any statement or representation or agreement by the Buyer, and the Seller shall indemnify, hold harmless, and defend the Buyer if such claims shall be based on any statement, representation, or agreement made by the Seller.

(b) **Seller's Attorney Fees.** To the extent any of Seller's attorney fees remain unpaid at the close of escrow, Seller's attorneys shall be entitled to submit to escrow a statement of such unpaid fees. Seller shall pay from funds accruing to the Seller through escrow any attorney fees then owing to Seller's attorneys, Hughes & Zehntbauer, LLP.

(c) **Seller's Survey Fees.** To the extent that any of Seller's fees for the survey and Condominium Plat Amendment remain unpaid at the close of escrow, Caswell/Hertel Surveyors, Inc. shall be entitled to submit to escrow a statement of such unpaid fees. Seller shall pay from funds accruing to the Seller through escrow any fees then owing to Seller's surveyor, Caswell/Hertel Surveyors, Inc.

19. Required Actions of Buyer and Seller. The Buyer 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 here.

20. Entry. The Buyer, its agents, and designees shall have reasonable access to the Premises. The Buyer shall indemnify and hold the Seller harmless from any loss, damage, or claim arising out of the Buyer's access to the Premises.

21. 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 here contemplated do not occur by reason of any default by the Seller, the Buyer shall be entitled to all its out-of-pocket expenses incurred in connection with the transaction, 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 the Buyer.** In the event the close of escrow and the consummation of the transaction here contemplated do not occur by reason of any default by the Buyer, the Seller shall be entitled to all its out-of-pocket expenses incurred in connection with the transaction, and shall have the right to pursue any other remedy available to it at law or equity, including the specific performance of this Agreement. Upon default by the Buyer, 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 damages from the Buyer.

22. Assignment. The Buyer shall not have the right to assign its rights and obligations under this Agreement without first obtaining the written consent of Seller. The consent of Seller to any assignment shall be in Seller's sole discretion, but shall not be unreasonably withheld. Seller shall condition its consent to assignment, if any, upon receiving prior written notice from the Buyer of its desire to assign, the proposed assignee's express assumption of the obligations of the Buyer and the assignee's demonstration to the Seller's satisfaction that it has the financial ability to perform. If consented to by Seller, any assignee shall succeed to all the rights and remedies under this Agreement, including but not limited to the specific performance of this Agreement. Notwithstanding the foregoing, no such assignment shall relieve the Buyer from its liability under this Agreement up to and through the close of escrow, whereupon the Buyer shall be fully relieved from any further liability under this Agreement. In the event of assignment, the assignor waives notice, presentment, any defenses arising from subsequent modification of this Agreement, and any defenses other than those that may be raised by the assignee. The Seller's consent to one assignment shall not be consent to any additional assignments.

23. 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 here shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision here 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 here shall survive the close of escrow and shall not merge into the deed and the recording of it in the official records.

(d) **Successors and Assigns.** This Agreement shall be binding on and shall inure to the benefit of the permitted successors and assigns of the parties to it.

(e) **Attorney Fees.** In the event a party to this Agreement brings any action or suit against another party to this Agreement by reason of any breach of any of the covenants, agreements, or provisions of this Agreement, then the prevailing party shall be entitled to have and recover from the other party all costs and expenses of the action or suit, including actual attorney fees, in mediation, in arbitration, at trial and on appeal.

(f) **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, changed, supplemented, 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 here. The parties do not intend to confer any benefit on any person, firm, or corporation other than the parties hereto.

(g) **Time of Essence.** The Seller and the Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation, and provision.

(h) **Construction.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural, and the masculine shall include the feminine, and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared it. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. All exhibits referred to in this Agreement are attached and incorporated by this reference. In the event the date on which the Buyer or the Seller is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day. The last day of any period of time described herein shall be deemed to end at 5 p.m., Oregon time.

(i) **IRC §1031 Exchange.** Buyer understands and agrees that it is Seller's intention to complete an IRC §1031 exchange instead of an outright sale of the Premises. Buyer understands and agrees that Seller's rights and obligations under this Agreement will be assigned to a facilitator of Seller's choice for the purpose of completing such an exchange. Buyer agrees to cooperate with Seller and the facilitator in a manner reasonably necessary for Seller to complete the exchange. Seller will not delay the close of escrow or cause additional expense to Buyer as a result of the contemplated exchange.

(j) **Obligation to Pursue Modification to Declaration of Condominium.** Both parties shall have a continuing obligation to use all reasonable efforts to pursue the division of the current Unit 3 of the Justice Center into two (2) separate condominium units. Seller, assisted by Buyer shall continue efforts to execute and file with all appropriate governing bodies the First Amendment To Declaration Submitting the Justice Center, a Public Condominium to condominium ownership. As provided in the Recitals to this Agreement, the division of the current Unit 3 of the Justice Center into two (2) separate condominium units is the very basis for the purchase of the Premises by Buyer.

(k) **Counterparts.** This Agreement may be executed in binding form through the use of counterparts, each of which shall be fully enforceable against the party by whom it has been executed.

24. **Governing Law/Venue.** 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, interpreted under, and construed and enforced in accordance with the laws of the State of Oregon. Venue for the resolution of any dispute hereunder shall be Multnomah County, State of Oregon. Any agreement by Buyer to indemnify Seller in this agreement is subject to the conditions and limitations of Article XI, Section 10 of the Oregon Constitution and the monetary limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300.

Statutory 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 OR 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 EXISTENCE OF FIRE PROTECTION FOR STRUCTURES.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year written above.

SELLER:
KYUNG SIN SONG (F.K.A. KYUNG SIN JUNG)

KYUNG SIN SONG ((F.K.A. KYUNG SIN JUNG)

MYUNG SUK SONG

MYUNG SUK SONG (by Kyung Sin Song (f.k.a. Kyung Sin Jung) under
Power of Attorney dated August 25, 1998)

YOUN DONG LEE

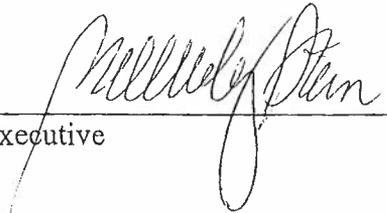
YOUN DONG LEE

MYUNG HEE LEE

MYUNG HEE LEE (by Youn Dong Lee under Power of Attorney dated February 3, 2000)

BUYER:
MULTNOMAH COUNTY

Approved as to Form:

By 
County Executive


County Counsel

STATE OF OREGON)
) ss.
County of Multnomah)

On this ___ day of _____, 2000, KYUNG SIN SONG (F.K.A. KYUNG SIN JUNG) personally appeared before me, signed the foregoing AGREEMENT in both her individual capacity and on behalf of her husband, Myung Suk Song under Power of Attorney dated August 25, 1998 and acknowledged that she executed the same as her free act and deed.

NOTARY PUBLIC FOR OREGON
MY COMMISSION EXPIRES: _____

STATE OF _____)
) ss.
County of _____)

On this ___ day of _____, 2000, YOUN DONG LEE personally appeared before me, signed the foregoing AGREEMENT in both his individual capacity and on behalf of MYUNG HEE LEE under Power of Attorney dated February 3, 2000, and acknowledged that he executed the same as his free act and deed.

NOTARY PUBLIC FOR _____
MY COMMISSION EXPIRES: _____

STATE OF OREGON)
) ss.
County of Multnomah)

On this 2nd day of March, 2000, Beverly Stein
personally appeared before me, declared that (s)he is the Chair of the Board
for Multnomah County, signed the foregoing AGREEMENT and acknowledged that (s)he executed
the same as his/her free act and deed.



Deborah Lynn Bogstad
NOTARY PUBLIC FOR OREGON
MY COMMISSION EXPIRES: 6/27/01

FIDELITY NATIONAL TITLE INSURANCE COMPANY, the Escrow Holder, by its duly
authorized signature below, agrees to accept this escrow on the terms and conditions of, and to
comply with the instructions contained in, the foregoing Agreement.

FIDELITY NATIONAL
TITLE INSURANCE COMPANY

By: _____
Title: _____

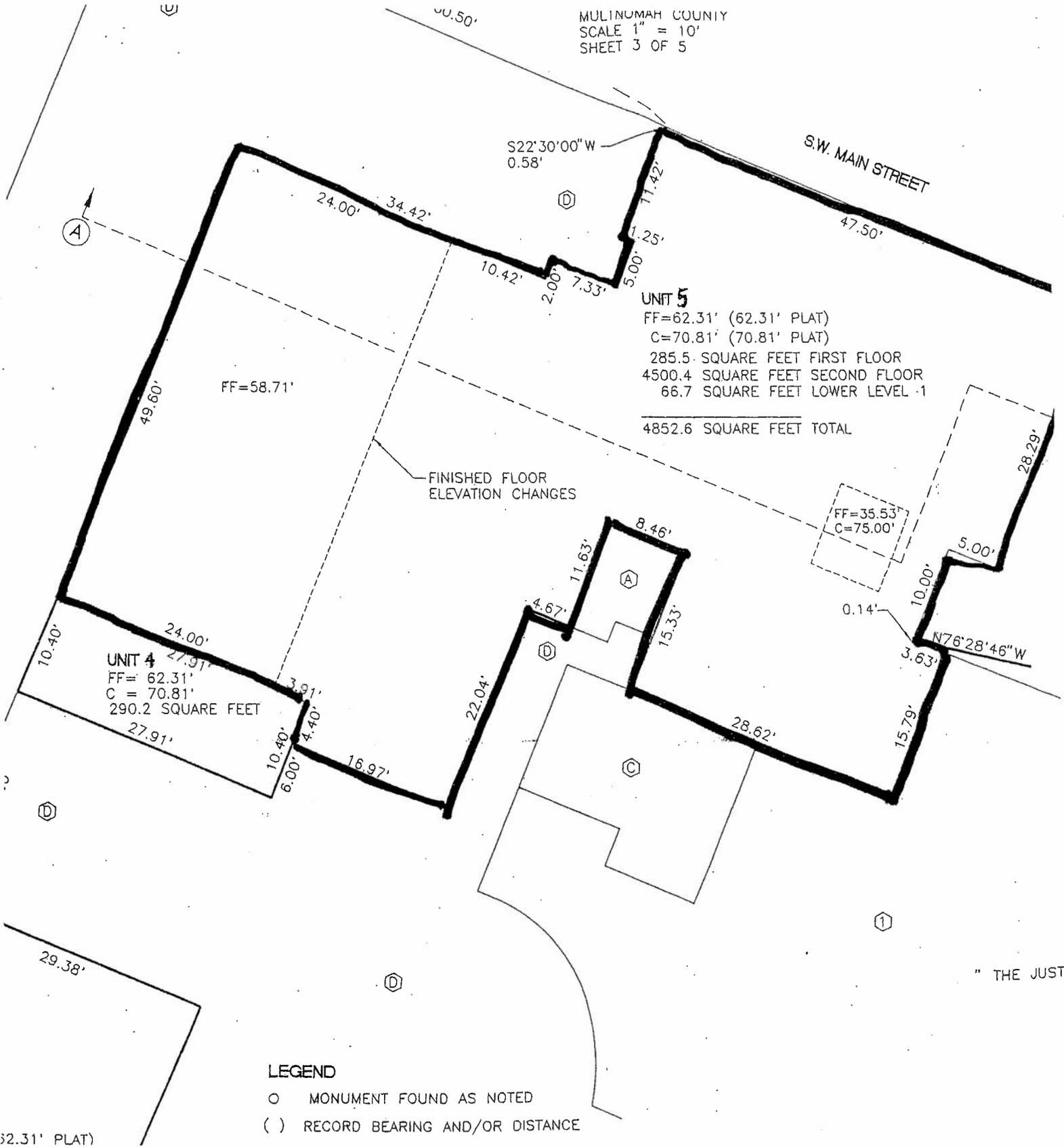
Appendix 1

Unit 3 of THE JUSTICE CENTER, a Public Condominium, in the City of Portland, County of Multnomah and State of Oregon, together with an undivided 1.5% interest in the common elements of the condominium, and the right to use all limited common elements which pertain to such unit, as provided in Declaration Submitting the Justice Center, a Public Condominium to Condominium Ownership, recorded October 13, 1983, in Book 1698, page 1670, Records of Multnomah County

Appendix 2

The Premises to be sold to the Buyer shall be divided from the current Unit 3 of THE JUSTICE CENTER, a Public Condominium, in the City of Portland, County of Multnomah and State of Oregon, and shall constitute the 4852.6 square feet marked as "Unit 5" on Appendix 2 pages 2, 3, and 4, together with an undivided .75% interest in the common elements of the condominium, and the right to use all limited common elements which pertain to such unit, as provided in The First Amended Declaration Submitting the Justice Center, a Public Condominium to Condominium Ownership to be recorded in the records of Multnomah County.

MULINUMAH COUNTY
 SCALE 1" = 10'
 SHEET 3 OF 5



LEGEND

- MONUMENT FOUND AS NOTED
- () RECORD BEARING AND/OR DISTANCE

Appendix 2
 Page 2 of 4

REFERENCE MATERIAL : PLAT OF "THE JUSTICE CENTER, A PUBLIC CONDOMINIUM"
 SURVEY DATUM = CITY OF PORTLAND BASED ON CITY OF PORTLAND BENCH MARK NO. 2444
 LOCATED AT THE INTERSECTION OF SW 2nd AVE. AND SW MADISON ST. IN THE SE QUADRANT.

(A) ELEVATION VIEW

