



July 26, 2005

VIA ELECTRONIC FILING

Oregon Public Utility Commission
550 Capitol Street NE, Suite 215
P.O. Box 2148
Salem, OR 97308

Attention: Vikie Bailey-Goggins, Administrator
Regulatory and Technical Support

**Re: Application for an Order Approving the Sale of the Madras Service Center in
Jefferson County, Oregon**

Pursuant to Staff Recommendation No. 14, contained in the Staff Audit Report of PacifiCorp, Audit Number 2004-002, dated December 1, 2004, PacifiCorp submits the original and five copies of an application for an order approving the sale of the Madras Service Center.

It is respectfully requested that data requests regarding this matter be addressed to:

By E-mail (preferred): datarequest@pacificorp.com

By Fax: (503) 813-6060

By regular mail: Data Request Response Center
PacifiCorp
825 NE Multnomah
Portland, OR 97232

Informal requests may be addressed to Laura Beane at (503) 813-5542.

Very truly yours,

D. Douglas Larson
Vice President, Regulation



BEFORE THE PUBLIC UTILITY COMMISSION OF OREGON
DOCKET _____

In the Matter of the Application of

PACIFICORP d/b/a PACIFIC POWER &
LIGHT COMPANY

For an Order Approving the Sale of the
Madras Service Center in the County of Jefferson,
State of Oregon

APPLICATION

PacifiCorp (or “the Company”) files this Application pursuant to the provisions of ORS 757.480 and OAR 860-027-0025, and pursuant to Staff Recommendation No. 14, contained in the Staff Audit Report of PacifiCorp, Audit Number 2004-002, dated December 1, 2004. PacifiCorp is a public utility as defined in ORS 757.005. The provisions of ORS 757.480 require Commission approval of any transaction selling or otherwise disposing of public utility property necessary or useful in the performance of the public utility’s duties to the public. In September, 2001, PacifiCorp entered into an Agreement for the Sale and Purchase of the Madras Service Center. Thereafter, due to a clerical error, the sale was inadvertently attributed to the State of Idaho¹, which has no provision similar to ORS 757.480. Consequently, the transaction was finalized and no further regulatory approval was sought. However, during the period of September through November, 2004, the Oregon Public Utility Commission Staff (“Staff”) conducted an audit of PacifiCorp. After examining PacifiCorp’s property sales transactions, Staff identified the jurisdictional error and subsequently made the recommendation that PacifiCorp file this Application for Commission approval of the transfer of the Madras property.² PacifiCorp appreciates Staff calling this error to its attention, and sincerely apologizes to the Commission for failing to seek more timely

¹ In addition to inadvertently attributing the gain on sale to the State of Idaho, it has subsequently been discovered that an entry error was made with respect to the proceeds received for the asset numbered 100195, which resulted in a booked gain on sale of \$31,006.61, instead of the actual gain on sale of \$22,506.61.

² See Staff Audit Report of PacifiCorp, Audit Number 2004-002, dated December 1, 2004, at page 46.

approval of this transaction. Nonetheless, PacifiCorp wishes to remedy this oversight by filing this Application pursuant to ORS 757.480, and respectfully requests that the Commission issue an order approving the transfer of the property located in Madras, Oregon, known as the Madras Service Center. No approvals from any other regulatory agency are necessary to transfer the subject property.

I.

A. Parties to the Transaction:

1. The Applicant.

The name and principal business office of Applicant are:

PacifiCorp
Suite 800
825 NE Multnomah
Portland, OR 97232

2. The Purchaser and the Property.

PacifiCorp has entered into a sales agreement with Madras-Jefferson County Chamber of Commerce, an Oregon Municipal Corporation (“Chamber” or “Buyer”), for the purchase of the Madras Service Center for a purchase price of \$225,000³. The property is located in Jefferson County, at 274 S. W. Forth Street, Madras, Oregon. The real property associated with this transaction consists of approximately .478 of an acre. The land was originally acquired in 1973 and the construction of a 2,500 square foot facility occurred in 1983.

³ At the time of closing, \$952.18 was withheld from the proceeds for purposes of paying PacifiCorp’s pro-rata share of the County taxes (\$534.18), as well as half of the closing costs (\$418.00), so PacifiCorp actually collected \$224,047.82 in proceeds from the sale, rather than \$225,000.00.

B. Correspondence and Pleadings.

All correspondence and communications regarding this Application should be addressed to:

For Applicants:

Christy Omohundro
PacifiCorp
Suite 800
825 NE Multnomah
Portland, OR 97232
Telephone: (503) 813-6092
Facsimile: (503) 813-6060
christy.omohundro@pacificorp.com

With a Copy to:

Cece L. Coleman
PacifiCorp
Suite 1800
825 NE Multnomah
Portland, OR 97232
Telephone: (503) 813-6762
Facsimile: (503) 813-7252
cece.coleman@pacificorp.com

In addition, it is respectfully requested that data requests regarding this matter be addressed to:

By E-mail (preferred): datarequest@pacificorp.com

By Fax: (503) 813-6060

By regular mail: Data Request Response Center
PacifiCorp
825 NE Multnomah
Portland, OR 97232

Informal requests may be addressed to Laura Beane at (503) 813-5542.

C. Description of Business.

PacifiCorp, an Oregon corporation, was incorporated in the State of Oregon on August 11, 1987. PacifiCorp is an electric public utility subject to the Commission's jurisdiction. PacifiCorp provides retail electric service to customers in six western states: California, Idaho, Oregon, Utah, Washington and Wyoming. The names, titles and addresses of PacifiCorp's principal officers are listed in Application Exhibit No. 1.

D. Description and Book Value of Assets Transferred and Reasons for Sale.

The Madras Service Center was utilized as a customer service center and for other business operations in conjunction with PacifiCorp's electric utility operations until 1997,

when the building was vacated. At that time, those functions were transferred and undertaken at other PacifiCorp-operation locations. Sometime thereafter PacifiCorp determined that the subject property was no longer necessary or useful in the provision of service to the Oregon public, and put the building up for sale.

On September 1, 1999, PacifiCorp entered into a Commercial Lease Agreement to lease said premises to Madras-Jefferson County Chamber of Commerce, for a term of 10 years, solely for the purpose of conducting business in compliance with the law. Subject to the provisions of the lease, the Chamber (Lessee) was given the right to purchase the leased premises for cash (the "Purchase Option"), at a value of two hundred twenty-five thousand dollars (\$225,000), provided the Chamber exercised the Purchase Option by giving PacifiCorp written notice on or before September 1, 2001. On December 3, 2000, Parrish Van Wert, Executive Director for the Madras-Jefferson County Chamber of Commerce notified PacifiCorp, in writing, of its intent to exercise its Purchase Option. PacifiCorp subsequently entered into an Agreement for the Sale and Purchase of the Madras Service Center with the Madras-Jefferson County Chamber of Commerce, on September 28, 2001.

The book values of the assets at issue are as follows:

Value of land	\$ 41,891.21
Value of improvements	\$303,650.48
Depreciation	<\$144,000.48>
Book Value (date of sale)	\$201,541.21

E. Effects of The Transfer on the Public Interest

1. Standard for Approval of Transfer

ORS 757.480 requires that a utility obtain Commission approval for sales of property necessary and useful in the performance of its duties of a value in excess of \$100,000. *See* ORS 757.480(1)(a). OAR 860-027-0025(1)(1) requires that the

utility show that such a proposed sale is “consistent with the public interest.” The Commission has previously held that this standard requires only a “no harm” showing.⁴ The facts and circumstances of this transaction satisfy this standard.

F. Exhibit Accompanying Application

Accompanying this Application are the following exhibits:

Application Exhibit No. 1 – Names, titles and addresses of principal officers;

Application Exhibit No. 2 – Copy of the Sales Agreement.

Application Exhibit No. 3 – Copy of a letter dated June 28, 2005, from Joe Krenowicz, President of the Madras Chamber of Commerce⁵.

Application Exhibit No. 4 – Journal entries (Worksheets) reflecting the sale of the land and structures, collectively referred to as the Madras Service Center.⁶

Application Exhibit No 5 – Copies of Document Overview Screens in SAP, which reflect how the transaction was actually booked.

G. Administrative Rules Provisions

Oregon Administrative Rules 860-027-0025(1) and (2) require certain information and exhibits be provided when filing an application for authority to transfer utility property. *See* OAR 860-027-0025. PacifiCorp either provides the required information, or seeks this Commission’s waiver of the requirements as follows:

⁴ *See, e.g., In the Matter of a Legal Standard for Approval of Mergers*, Docket UM 1011, Order No. 01-778 (Sept. 4, 2001) (“The remainder of the statutory scheme, those statutes governing transfer, sale, affiliated interest transactions, and contracts, either expresses no standard (for instance, ORS 757.480, .485) and has been read to require a no harm standard, or contains a ‘not contrary to the public interest’ standard (ORS 757.490, .495.)”) (emphasis added); *In the Matter of the Application of PacifiCorp*, Docket UP 168, Order No. 00-112, at 6 (Feb. 29, 2000) (regarding the sale of the Centralia generating plant); *In the Matter of Portland General Electric*, Docket UP 158, Order No. 00-111, at 2 (Feb. 29, 2000) (regarding the sale of the Colstrip generating units); *In the Matter of the Application of Portland General Electric*, Docket UP 165/UP 170, Order No. 99-730, at 7(Nov. 29, 1999) (regarding the sale of the Centralia generating plant).

⁵ The Agreement for the Sale and Purchase of the Madras Service Center contains a confidentiality provision (See paragraph 10.14) which prohibits both PacifiCorp and the Madras-Jefferson County Chamber of Commerce from disclosing the purchase price or terms of the Agreement or any other non-public information related thereto. The letter is provided to confirm that the Madras-Jefferson County Chamber of Commerce has waived the confidentiality provision, thereby allowing PacifiCorp to make this filing and disclose the terms of the agreement without more.

⁶ These Worksheets provide an accurate accounting of the transaction, with an actual gain on sale of \$22,506.61. At the time the transaction was actually entered into the SAP system, a data entry error was made with regard to asset number 100195, which resulted in a booked gain on sale of \$31,006.61.

- a. The information required in OAR 860-027-0025(1)(a)-(e), (h)-(i) and (k)-(m) is provided in the Application, *supra*. Due to the nature of the transaction, which does not involve the acquisition of stocks or bonds, PacifiCorp respectfully requests waiver of the requirements of OAR 860-027-0025(1)(f), (g), (n) and (o). Waiver of the requirements to provide this information will not impede the Commission's analysis of the issues presented in this matter. The Company also requests a waiver of the requirement to submit Exhibit "J" (OAR 860-027-0025(2)(j)), requiring the provision of each proposed journal entry to be used to record the transaction. In UE 116, PacifiCorp was ordered to establish a balancing account to record the gain/loss of utility property sales. PacifiCorp is currently working with staff to establish appropriate standards addressing, among other items, carrying charges and periodic reporting provisions. PacifiCorp will continue to work with staff to establish these details and will record the appropriate entries under the standards, when established, as well as pursuant to the requirements of the Uniform System of Accounts.
- b. Exhibits "A" and "B" (OAR 860-027-0025(2)(a) and (b)) call for copies of the Company's articles of incorporation and bylaws, respectively. PacifiCorp respectfully requests a waiver of these requirements on the grounds that production of these documents would be burdensome and would not advance the Commission's analysis of the issues presented in this matter because the subject transaction is a transfer of a relatively small asset and does not affect PacifiCorp's corporate structure or governance.
- c. Exhibit "C" (OAR 860-027-0025(2)(c)) calls for copies of all resolutions of directors authorizing the proposed transfer. No board resolution was required to authorize the sale of this relatively small asset.

- d. Exhibit “D” (OAR 860-027-0025(2)(d)) calls for the security documents for the financing obligation of the parties to the transaction. No security requirement has been deemed necessary due to the size of the transaction.
- e. Exhibit “E” (OAR 860-027-0025(2)(e)) calls for balance sheets showing booked amounts, adjustments to record the proposed transaction and pro forma information. PacifiCorp respectfully requests that the requirement to provide pro forma information be waived by this Commission because the subject transaction is not expected to materially affect the Company’s financial statements.
- f. Exhibit “F” (OAR 860-027-0025(2)(f)) calls for a statement of all known contingent liabilities as of the date of the application. PacifiCorp is unaware of any contingent liabilities that remain outstanding as of the date of this application.
- g. Exhibits “G” and “H” (OAR 860-02700025(2)(g) and (h)) call for comparative income statements showing the results of operations as affected by the transaction and an analysis of “surplus” for the period of the income statements, respectively. For the reasons set forth in paragraph “e” above, PacifiCorp respectfully requests that this Commission waive these requirements.
- h. Exhibit “I” (OAR 860-027-0025(2)(i)) calls for copies of the contracts relating to the transfer. This information is provided in Application Exhibit No. 2.
- i. Exhibit “K” (OAR 860-027-0025(2)(k)) calls for schedules upon which the applicant relies for the contention that the transaction is in the public interest. PacifiCorp relies upon the assertions made in this Application to address the public interest issue and respectfully requests waiver of the filing of any schedules under this administrative regulation.

II.

PacifiCorp respectfully requests a Commission order:

- a. finding that the transfer of the Madras Service Center and associated real property as described in this Application will not harm PacifiCorp's customers and is not contrary to the public interest;
- b. approving the transfer of the subject properties on an expedited basis to purchasers; and
- c. granting such other relief as the Commission deems necessary and proper.

DATED: July 26, 2005.

Respectfully submitted,

On behalf of PacifiCorp



Cece L. Coleman
PacifiCorp
825 NE Multnomah, Suite 1800
Portland, OR 97232
Telephone: 503-813-6762
Facsimile: 503-813-7252

Application Exhibit No. 1

Names, titles and addresses of principal officers of PacifiCorp

PacifiCorp Officers**7/18/2005 through 7/18/2005
OFFICERS**

Title	Officer	Address	From	To
President	Judith A. Johansen	825 NE Multnomah Suite 2000 Portland, Oregon 97232	6/4/2001	
Chief Executive Officer	Judith A. Johansen	825 NE Multnomah Suite 2000 Portland, Oregon 97232	6/4/2001	
Chief Financial Officer	Richard D. Peach	825 NE Multnomah Suite 2000 Portland, Oregon 97232	1/1/2003	
General Counsel	Andrew P. Haller	825 NE Multnomah Suite 2000 Portland, Oregon 97232	12/11/2000	
Executive Vice President	Andrew N. MacRitchie	825 NE Multnomah Suite 2000 Portland, Oregon 97232	6/4/2001	
Executive Vice President	A. Richard Walje	201 South Main Suite 2300 Salt Lake City, Utah 84111	4/1/2004	
Executive Vice President	Matthew R. Wright	825 NE Multnomah Suite 2000 Portland, Oregon 97232	1/1/2002	
Senior Vice President	Barry G. Cunningham	201 South Main Suite 2300 Salt Lake City, Utah 84111	2/11/2002	
Senior Vice President	Andrew P. Haller	825 NE Multnomah Suite 2000 Portland, Oregon 97232	6/4/2001	
Senior Vice President	Robert A. Klein	1125 NW Couch, Suite 700 Portland, Oregon 97209	8/6/2001	
Senior Vice President	Michael J. Pittman	825 NE Multnomah Suite 2000 Portland, Oregon 97232	5/15/2000	
Senior Vice President	Stan K. Watters	825 NE Multnomah Suite 2000 Portland, Oregon 97232	6/3/2003	
Vice President	Donald (Doug) D. Larson	201 South Main Suite 2300 Salt Lake City, Utah 84111	7/2/2001	
Vice President	Ernest E. Wessman	201 South Main Suite 2300 Salt Lake City, Utah 84111	5/19/1993	
Secretary	Andrew P. Haller	825 NE Multnomah Suite 2000 Portland, Oregon 97232	12/11/2000	
Assistant Secretary	Jeffery B. Erb	825 NE Multnomah Suite 1800 Portland, Oregon 97232	3/13/2002	
Assistant Secretary	Michael G. Jenkins	201 South Main Suite 2100 Salt Lake City, Utah 84111	5/12/1999	
Assistant Secretary	Douglas A. Kusyk	825 NE Multnomah Suite 1900 Portland, Oregon 97232	4/1/2005	
Assistant Secretary	Larry O. Martin	825 NE Multnomah Suite 1900 Portland, Oregon 97232	6/4/2001	
Treasurer	Bruce N. Williams	825 NE Multnomah Suite 1900 Portland, Oregon 97232	2/16/2000	
Assistant Treasurer	Tanya S. Sacks	825 NE Multnomah Suite 1900 Portland, Oregon 97232	6/4/2001	

Application Exhibit No. 2

Copy of the Sales Agreement

**AGREEMENT FOR SALE AND PURCHASE
OF REAL ESTATE**

THIS AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE (the "Agreement") is entered into as of the ~~28~~ day of September, 2001, by and between PACIFICORP, an Oregon corporation ("Seller"), and MADRAS-JEFFERSON COUNTY CHAMBER OF COMMERCE, an Oregon Municipal Corporation ("Buyer").

RECITALS

A. Seller owns a certain parcel of land located at 274 S.W. Forth Street, Madras, Oregon, including buildings and other improvements located thereon (the "Property"). Seller has used the Property for uses as a customer service center and for other business operations in conjunction with its electric utility operations. The legal description of the parcel of land to be purchased by Buyer pursuant to this Agreement is more particularly described in Exhibit "A."

B. Buyer desires to purchase the Property and Seller is willing to sell the Property in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, Buyer and Seller agree as follows:

**ARTICLE I
AGREEMENT TO PURCHASE AND SELL; PURCHASE PRICE**

1.1 Purchase and Sale. Seller shall sell the Property to Buyer and Buyer shall purchase the Property from Seller on the terms and conditions stated in this Agreement. Any water rights associated with the Property are not included as part of this Agreement. Any transfer of water rights from Seller to Buyer will be the subject of a different transaction.

1.2 Purchase Price. The purchase price for the Property (the "Purchase Price") shall be Two Hundred Twenty Five Thousand Dollars (\$225,000). Buyer shall pay the Purchase Price to Seller in cash, by cashier's check, or other immediately available funds on the Closing Date, as adjusted for prorations on the Closing Date as provided herein.

**ARTICLE II
TITLE INSURANCE**

2.1 Commitment of Title Insurance.

(a) Within thirty days after the date of this Agreement, Seller shall deliver to Buyer a commitment for title insurance covering the Property (the "Commitment"), issued by the Title Company and dated on or after the date of this Agreement.

(b) Buyer shall have ten (10) days following receipt of the Commitment to provide any written objections to any matter set forth on Schedule B of the Commitment. If Buyer does not timely deliver written notice of objection to Seller, Buyer shall be deemed to have approved of all matters set forth in the Commitment. Matters which Seller has agreed to discharge pursuant to Section 2.1 (c) and any encumbrances or other title exceptions to which Buyer does not object shall be deemed to be "Permitted Exceptions" and shall not be considered objections to any matter contained in the Commitment.

(c) If Buyer provides a written notice of objections in accordance with Section 2.1 (b), then Seller shall have the option to: (i) cure such objections at Seller's sole cost; or (ii) terminate this Agreement.

(d) Buyer's sole remedy for Seller's inability to convey title subject only to the Permitted Exceptions or to cure Buyer's objections in accordance with Section 2.1 (c) shall be to terminate this Agreement. In that case, Seller shall have no other obligation to Buyer in connection with this Agreement or the Property.

2.2 Delivery of Title Insurance. Except as otherwise stated in Section 2.1, Seller shall obtain and deliver to Buyer within ten (10) days after the Closing Date an Standard Owner's Policy of title insurance in the amount of the Purchase Price, effective as of the Closing Date and containing no exceptions other than the Permitted Exceptions.

ARTICLE III REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of Seller. Seller makes the following representations and warranties to Buyer, as of the date of this Agreement and as of the Closing Date, each of which representations and warranties shall extend beyond the Closing Date and delivery of the Special Warranty Deed.

(a) Seller is the owner of fee title to the Property, subject to the Permitted Exceptions.

(b) Seller has the right, power and authority to execute, deliver and perform this Agreement.

(c) Seller has not received any notices, demands or deficiency statements from any mortgagee of the Property or from any state, municipal or county government or agency or any insurer relating to the Property and which have not been cured or remedied except property valuation and tax notices issued by Jefferson County.

(d) Except as otherwise expressly disclosed in the Commitment, the Property is not subject to any proposed special assessment or to any existing special assessment

lien arising as a result of any works or improvements completed, installed or contemplated at or before the Closing Date.

(e) No contracts, leases, licenses, commitment or undertakings of which Seller is a party exist relating to the Property.

(f) Seller has paid and shall pay all liens, charges, taxes and assessments for the Property arising prior to the Closing Date.

(g) No person, broker or entity, whether or not affiliated with Seller, is entitled to a commission, finder's fee or other compensation arising from this Agreement, as regarding Seller. Seller shall indemnify defend and hold Buyer harmless from and against any and all claims, loss or damage relating to or arising out of any claim for compensation by any broker, person or entity claiming by or through Seller.

3.2 Representations and Warranties of Buyer. Buyer makes the following representations and warranties to Seller, as of the date of this Agreement and as of the Closing Date, each of which representations and warranties shall survive the Closing and delivery of the Special Warranty Deed.

(a) Buyer has the right, power and authority to execute, deliver and perform this Agreement.

(b) No person, broker or entity, whether or not affiliated with Buyer, is entitled to a commission, finder's fee or other compensation arising from this Agreement as regarding Buyer. Buyer shall indemnify, defend and hold Seller harmless form and against any and all claims, loss or damage relating to or arising out of any claim for compensation by any broker, person or entity claiming by or through Buyer.

3.3 Acknowledgment by Buyer Regarding Seller's Representations and Warranties. Except as expressly set forth in other portions of this agreement, Buyer hereby affirms that neither Seller nor its agents, employees or attorneys have made, nor has Buyer relied upon any representation, warranty, or promise (either express or implied) with respect to the Property or any other subject matter of this Agreement including, without limitation:

(a) the general plan designation, zoning, value, use, tax status or physical condition of any part of the Property or the improvements to the Property;

(b) the flood elevations, drainage patterns and soil and subsoils composition and compaction levels and other conditions at the Property;

(c) the existence or nonexistence of any hazardous or toxic substance, waste or material (as defined or regulated by any federal, state or local law or regulation); or

(d) the accuracy of any soils reports or any other plans or reports regarding the Property.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING AND EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BUYER IS PURCHASING THE PROPERTY FROM THE SELLER IN AN "AS IS" CONDITION, SUBJECT TO "ALL FAULTS" INCLUDING, BUT NOT LIMITED TO, BOTH LATENT AND PATENT DEFECTS, AND THE ENVIRONMENTAL CONDITION THEREOF. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BUYER HEREBY WAIVES ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE CONDITIONS AND THE USE OF THE SUBJECT PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE IV USE OF PROPERTY

4.1 Seller's Use of the Property Prior to Closing Date. From and after Seller's execution of this Agreement and except in the ordinary course of administering its general mortgage, Seller shall not grant or convey any easement, lease, license, permit or any other legal or beneficial interest in or to the Property or engage in any contract with any party other than Buyer regarding the purchase or sale of the Property, without the prior written consent of Buyer. Further, except as otherwise provided for herein, Seller agrees to pay, as and when the same are due, all payments on any encumbrances presently affecting the Property and any and all taxes, assessments and levies in respect of the Property through the Closing Date.

4.2 Buyer's Right to Enter Property Prior to the Closing Date. Buyer or its employees or agents may enter the Property at any time prior to the Closing Date upon twenty-four (24) hours notice to Seller to inspect the Property and perform surveys or tests as Buyer may elect; provided, however, that such entry shall not unreasonably interfere with the activities of Seller on the Property.

ARTICLE V ENVIRONMENTAL CONDITION OF THE PROPERTY

6.1 Buyer's Inspection. Buyer acknowledges that it has or will inspect the Property prior to the Closing Date and that it has the opportunity to perform its own environmental and other investigations of the Property. The Purchase Price set forth in this Agreement reflects Buyer's purchase of the Property "As Is" and in the condition and upon the terms set forth in this Agreement.

ARTICLE VI CLOSING

7.1 Time and Place of Closing. The Purchase and sale transaction contemplated by this Agreement shall be consummated through a closing conference (the "Closing") which shall

be held at the Title Company on or before October 1, 2001 (the "Closing Date"), or at such earlier time and place as the parties may mutually agree in writing.

7.2 Actions at Closing. At the Closing, the following events shall occur and each being declared to have occurred simultaneously with the other:

(a) All documents to be recorded and funds to be delivered hereunder shall be delivered to the Title Company in escrow, to hold, deliver, record and disburse in accordance with supplemental escrow instructions, the form and content of which shall be agreed to by the parties prior to Closing.

(b) At the Closing or sooner as otherwise stated in the escrow instructions, the following shall occur:

(i) Seller shall deliver or cause to be delivered in accordance with the escrow instructions:

(1) Special Warranty Deed conveying the Property to Buyer, duly executed and acknowledged by Seller and in proper form generally for recording in Oregon; and

(2) All other documents required to be executed by Seller pursuant to the terms of this Agreement.

(ii) Buyer shall deliver or cause to be delivered in accordance with the escrow instructions all other documents required to be executed by Buyer pursuant to the terms so this Agreement.

(c) Buyer and Seller shall each deliver to the other, two executed copies of the Buyer's and Seller's Statement of Settlement setting forth all prorations, credits provided in this Agreement, disbursements of the purchase price, and expenses of the Closing.

(d) Buyer and Seller shall share equally any Closing or escrow charges of the Title Company.

ARTICLE VII PRORATIONS

8.1 Prorations Between Seller and Buyer. The following prorations shall be made between Seller and Buyer as of the Closing Date:

(a) Real property taxes and assessments on the Property for the year of Closing shall be prorated between Seller and Buyer based on the number of days each owned the Property. In the event the Property constitutes some portion of a larger tract of land, such proration shall be based upon the average of the Property as a percentage of the

acreage of the entire tract. If, as of the Closing Date, the actual tax bills for the year or years in question are not available and the amount of taxes to be prorated cannot be ascertained, then the most recent known rates, millages and assessed valuations (which amounts shall relate to the same tax year) shall be used, and such proration shall be repeated when the final tax bill is available and either Buyer and Seller, as the case may be, shall promptly pay to the other the net amount owing as a result of such redetermination.

(b) Buyer and Seller shall each pay one-half of all other closing costs.

ARTICLE VIII RELEASE, ASSUMPTION AND INDEMNITY

9.1 Environmental. Buyer, its successors and assigns, hereby assumes as of the Closing Date all liability relating to any environmental contamination which may at the time of Closing or may in the future exist on or under the Property and hereby releases Seller from any claims Buyer and/or its successors and assigns may have relating to the environmental condition of the Property.

9.2 General. Except as otherwise stated in Section 9.1, Seller shall indemnify, hold harmless and defend Buyer against all claims, suits, losses and damages made against or incurred by Buyer relating to the condition of the Property prior to the Closing Date or any activity in connection with the Property which occurred prior to the Closing Date. Buyer shall indemnify, hold harmless and defend Seller against all claims, suits, losses and damages incurred by Seller relating to the condition of the Property after the Closing Date or any activity in connection with the Property which occurs after the Closing Date.

ARTICLE X MISCELLANEOUS

10.1 Entire Agreement. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements, which written or oral, between the parties respecting such matters. Any amendments or modifications hereto in order to be effective shall be in writing and executed by the parties hereto.

10.2 Survival. All warranties, representations, covenants and agreements contained in this Agreement shall survive the execution and delivery of this Agreement and all documents delivered in connection with this Agreement and shall survive the Closing of the transactions contemplated by this Agreement and all performances in accordance with this Agreement.

10.3 Assignability. This Agreement may be assigned by either party upon written consent of the other party which shall not be unreasonably withheld. All warranties, representations, covenants and agreements contained in this Agreement shall inure to the assignee.

10.4 Notices. Any notice, demand or document which any party is required or any party desires to give or deliver to or make upon any other party shall be in writing, and may be personally delivered or given or made by recognized overnight courier service or by United States registered or certified mail, return receipt requested, with postage prepaid, addressed as follows:

To Seller: Katherine Hill, Property Agent
825 NE Multnomoh, Suite 1000
Portland, OR 97232
(801) 220-4174

With a copy to:

JONES WALDO HOLBROOK & MCDONOUGH
Attn. R. Jeff Richards
1500 Wells Fargo Plaza
170 South Main Street
Salt Lake City, UT 84101-1644

To Buyer: Madras-Jefferson County
Chamber of Commerce
P.O. Box 770
274 West 4th Street
Madras, Oregon, 97741
(503)

Any party may designate a different address for itself by notice similarly given. Unless provided herein, any such notice, demand or document so given shall be effective upon delivery of the same to the proper address of the party or parties to whom the same is to be given.

10.5 Time of Essence. Time is of the essence in the performance of each and every term, condition, and covenant of this Agreement.

10.6 Counterparts. This Agreement may be executed in any number of counterparts which together shall constitute the contract of the parties.

10.7 Paragraph Headings. The paragraph headings herein contained are for purposes of identification only and shall not be considered in construing this Agreement.

10.8 Attorneys' Fees. The prevailing party in any legal proceeding brought to enforce rights hereunder shall recover from the other party its reasonable attorneys' fees and costs. As used herein in the term "prevailing party" means the party entitled to recover the costs in any suit, whether or not brought to judgment, and whether or not incurred before or after the filing of suit.

10.9 Waiver. Except as herein expressly provided, no waiver by a party of any breach of this Agreement or any warranty or representation under this Agreement by another party shall

be deemed to be a waiver of any other breach of any kind or nature (whether preceding or succeeding and whether or not of the same or similar nature) and no acceptance of payment or performance by a party after any such breach by another party shall be deemed to be a waiver of any further breach of this Agreement or of any representation or warranty by such other party whether or not the first party knows of such a breach at the time it accepts such payment or performance. No failure on the part of a party to exercise any right it may have by the terms of this Agreement or by law upon the default of another party, and no delay in the exercise of any such right by the first party at any time when such other party may be in default, shall operate as a waiver of any default, or as a modification in any respect of the provision of this Agreement.

10.10 Exhibits. Any and all exhibits attached or to be attached hereto are hereby incorporated and made a part of this Agreement by reference.

10.11 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Oregon.

10.12 No Recording. This Agreement shall not be recorded in the real property records.

10.13 Further Instruments. Each party hereto shall from time to time execute and deliver such further documents or instruments as the other party, its counsel or the Title company may reasonably request to effectuate the intent of this Agreement, including without limitation documents necessary for compliance with the laws, ordinances, rules and regulations of any applicable governmental authorities.

10.14 Confidentiality. The purchase price and terms of this Agreement are intended by both parties to be confidential. Therefore, except as directed by a court, administrative authority or required by subpoena, neither party shall disclose the purchase price or terms of this Agreement or any other non-public information related thereto.

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

PACIFICORP

By: 

Its: SENIOR VICE PRESIDENT

Date Signed:

MADRAS-JEFFERSON COUNTY, CHAMBER
OF COMMERCE

any further breach of this Agreement or of any representation or warranty by such other party whether or not the first party knows of such a breach at the time it accepts such payment or performance. No failure on the part of a party to exercise any right it may have by the terms of this Agreement or by law upon the default of another party, and no delay in the exercise of any such right by the first party at any time when such other party may be in default, shall operate as a waiver of any default, or as a modification in any respect of the provision of this Agreement.

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

PACIFICORP

By: _____

Its: _____

Date Signed:

MADRAS-JEFFERSON COUNTY, CHAMBER OF COMMERCE

By: Wayne Jending Vice President 9.28.01

SPECIAL WARRANTY DEED
(Oregon)

This Special Warranty Deed is made this 28th day of September, 2001, by PACIFICORP, an Oregon corporation ("Grantor"), whose address is 825 N.E. Multnomah, Portland, Oregon 97323.

Grantor conveys and specially warrants to MADRAS-JEFFERSON COUNTY CHAMBER OF COMMERCE ("Grantee"), that certain parcel of real property described in Exhibit "A" attached hereto, located in the County of Jefferson, State of Oregon, together with all buildings, structures, fixtures, equipment, and improvements located thereon (the "Property"), free of encumbrances created or suffered by the Grantor except as specifically set forth as follows: NONE

THIS INSTRUMENT WILL 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 APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

The true consideration for this conveyance is Two Hundred Twenty Five Thousand Dollars (\$225,000.00).

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be signed on the date first appearing above.

PACIFICORP, an Oregon corporation

By: 

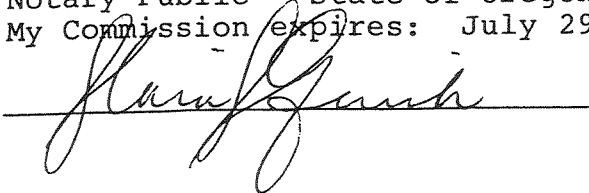
Its: SENIOR VICE PRESIDENT

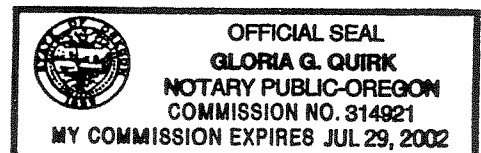
ACKNOWLEDGEMENT

STATE OF OREGON
County of Multnomah

Signed before me on September 24, 2001 by Donald N. Furman,
Senior Vice President of PacifiCorp.

Notary Public - State of Oregon
My Commission expires: July 29, 2002





SPECIAL WARRANTY DEED
(Oregon)

This Special Warranty Deed is made this _____ day of October, 2001, by PACIFICORP, an Oregon corporation ("Grantor"), whose address is 825 N.E. Multnomah, Portland, Oregon 97323.

Grantor conveys and specially warrants to MADRAS-JEFFERSON COUNTY CHAMBER OF COMMERCE ("Grantee"), that certain parcel of real property described in Exhibit "A" attached hereto, located in the County of Jefferson, State of Oregon, together with all buildings, structures, fixtures, equipment, and improvements located thereon (the "Property"), free of encumbrances created or suffered by the Grantor except as specifically set forth as follows:

THIS INSTRUMENT WILL 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 APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

The true consideration for this conveyance is Two Hundred Twenty Five Thousand Dollars (\$225,00.00).

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be signed on the date first appearing above.

PACIFICORP, an Oregon corporation

By: _____

Its: _____

COPY

READ AND APPROVED

BY: Wayne Jording Vice President

BY: _____

ACKNOWLEDGEMENT

EXHIBIT A
(Legal Description)

Lots 1, 2, and 3, in Block 2, Plat of Depot Addition to Madras, in the County of Jefferson, State of Oregon.

Application Exhibit No. 3

Copy of a letter dated June 28, 2005, from Joe Krenowicz,

President of the Madras Chamber of Commerce

June 28, 2005

VIA Fax to (503) 813-7252

PacifiCorp
Office of General Counsel
ATTN: Cece L. Coleman
825 NE Multnomah, Suite 1800
Portland, OR 97232

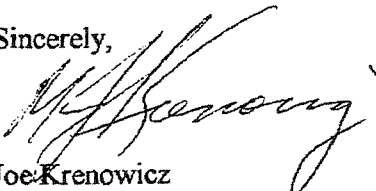
SUBJECT: Waiver of the confidentiality provision

Dear Cece:

I am in receipt of your e-mails, and understand that PacifiCorp has an obligation to file a copy of our sales agreement with the Oregon Public Utility Commission, in order to obtain approval of the September 2001 property transaction between PacifiCorp and The Madras-Jefferson County Chamber of Commerce ("the Chamber").

On behalf of the Chamber, I wish to acknowledge that the Chamber has no objection to PacifiCorp disclosing the terms and conditions of the transaction in which the Madras-Jefferson County Chamber of Commerce purchased property, located at 274 S. W. Forth Street, Madras, Oregon, from PacifiCorp, in September 2001. By virtue of my signature below, the Chamber agrees to waive the confidentiality provision contained within the agreement, and will refrain from exercising any challenge to PacifiCorp's disclosure of such information.

Sincerely,



Joe Krenowicz
President of the Madras Chamber of Commerce
541.475.7284 fax
541.475.7214 bus
541.408.6766 cell

Application Exhibit No. 4

Journal entries (Worksheets) reflecting the sale of the land and structures, collectively referred to as the Madras Office Center

Journal Entry Cover Sheet

Posting Period 7th

Fiscal Year 2002

Posting Date 10/29/2001

Title: Sale of - Madras Service Center

Description: Journal entries to record the sale of fee Land, Land Rights, or Structures; Includes the retirement of such fee land.

In particular parcel #(s): 0 for bldg. & struct 0

Other Doc. #(s): 104039293 104039295 0

Clear holding account 116850 Doc. #: 104039286

Transfer of Easement Doc. #:

10/29/2001

Worksheet - Voucher

NAME	<u>Madras Service Center</u>	
LOCATION(S)	<u>124100</u>	
PRCL #	<u>JE-009</u>	
ACRES SOLD	<u> </u>	EXTRA PRCL #(s)
VINTAGE	<u>1973</u>	
VINTAGE	<u>1980-1993</u>	for bldg. & structure
PROFIT CENTER	<u>1242</u>	
COST CENTER	<u>10062</u>	Switched to 121 from 101:
ASSET CLASS	<u>12110</u>	Dec-97
ADD. ASSET CLASS	<u>12131</u>	Trans. From 389.1
SALES PRICE	<u>225,000.00</u>	
COMMISSIONS/CREDITS		
TAXES	534.18	
CLOSING COSTS	418.00	
 SUBTOTAL	<u>224,047.82</u>	
CASH	224,047.82	116850
EARNEST MONEY		
INTEREST	0.00	<u>ASSET #s</u>
BOOK VALUE	41,891.21	100530
BOOK VALUE	130,132.06	100192
BOOK VALUE	2,241.39	100193
BOOK VALUE	15,819.57	100194
BOOK VALUE	6619.68	100195
BOOK VALUE	796.50	100196
BOOK VALUE	4,040.80	100197
DEPRECIATION RESERVE		
EXPENSES	0.00	505950
OTHER	0.00	505970
 GAIN or LOSS	<u>22,506.61</u>	22,826.18
DONATION	<u>no</u>	
BOOK VALUE	<u>0.00</u>	121.1
FAIR MARKET VALUE	<u>0.00</u>	

Name	Parcels	Asset Class	Book Value	Sales Price	Gair
Madras S	JE-009	12110		224,047.82	#

Worksheet - Voucher

VOUCHER:

501 PA

Worksheet - Voucher

10/29/2001

PERIOD:

7th

Year: 2002

Profit Center	Cost Center	Order	Account / Asset	Pst Key	Trans Type	Doc. Number	debit	credit	seq
---------------	-------------	-------	-----------------	---------	------------	-------------	-------	--------	-----

1242			116850	40		104039286	224,047.82		10
1242			364105	50		104039286		224,047.82	20
			364105				61,547.82		30
1242	10062	JE-009	100530		210	104039293		41,891.21	40
1242			554000					19,656.61	50
			364105				131,000.00		60
1242	10062		100192		210	104039295		260,898.42	70
10062	10062		146500				130,766.36		80
1242			554000					867.94	90
12131	10062		364105				3,000.00		100
1242	10062		100193		210	104039296		3,631.02	110
0	10062		146500				1,389.63		120
1242			554000					758.61	130
			364105				15,500.00		140
12131	10062		100194		210	104039297		23,800.00	150
			146500				7,980.43		160
12131			554100				319.57		170
			364105				7,000.00		180
418	10062		100195		210	104039298		9,296.17	190
			146500				2,676.49		200
418			554000					380.32	210
			364105				1,000.00		220
0	10062		100196		210	104039301		1,017.00	230
			146500				220.50		240
0			554000					203.50	250
			364105				5,000.00		260
15819.6	10062		100197		210	104039302		5,007.87	270
			146500				967.07		280
15819.6			554000					959.20	290
							592,415.69	592,415.69	

n/loss

- 10 Clear out Holding account 116850
 - 20 Asset Sale Proceed holding account
- 2001 10 2 Madras Service Center Revised Apr_05.xls

Worksheet Voucher
30 Automatic clearing of A.S.P. holding account
40 Retire Parcel # JE-009
50 Book Gain on sale of # (s) JE-009
60 Automatic clearing of A.S.P. holding account
70 Retire Asset # 100192
80 Clear Accum. Depreciation for Non-utility asset
90 Book Gain on sale of # (s)
100 Automatic clearing of A.S.P. holding account
110 Retire Asset # 100193
120 Clear Accum. Depreciation for Non-utility asset
130 Book Gain on sale of # (s)
140 Automatic clearing of A.S.P. holding account
150 Retire Asset # 100194
160 Clear Accum. Depreciation for Non-utility asset
170 Book Loss on sale of #(s)
180 Automatic clearing of A.S.P. holding account
190 Retire Asset # 100195
200 Clear Accum. Depreciation for Non-utility asset
210 Book Gain on sale of # (s)
220 Automatic clearing of A.S.P. holding account
230 Retire Asset # 100196
240 Clear Accum. Depreciation for Non-utility asset
250 Book Gain on sale of # (s)
260 Automatic clearing of A.S.P. holding account
270 Retire Asset # 100197
280 Clear Accum. Depreciation for Non-utility asset
290 Book Gain on sale of # (s)

Blank Voucher

t	Pltno	Class	Asset	Location	Description	Acq.value	Accum.dep.	Book Val
R		12131	100192	124100	MADRAS DIST OFF - BUILDING	260,898.42	(130,766.36)	130,132.06
R		12131	100193	124100	MADRAS DIST OFF - CONF. ROOM	3,631.02	(1,389.63)	2,241.39
R		12131	100194	124100	MADRAS DIST OFF - SIGN	23,800.00	(7,980.43)	15,819.57
R		12131	100195	124100	MADRAS DIST OFF - REMODEL OFFICI	9,296.17	(2,676.49)	6,619.68
R		12131	100196	124100	MADRAS DIST OFF - ELECTRICAL	1,017.00	(220.50)	796.50
R		12131	100197	124100	MADRAS DIST OFF - ROOF	5,007.87	(967.07)	4,040.80
R	JE-009	12110	100530	124100	MADRAS DIST OFF	41,891.21	-	41,891.21
R		12110	100530	124100	Oregon	345,541.69	(144,000.48)	201,541.21

Application Exhibit No. 5

Copies of Document Overview Screens in SAP, which reflect how
the transaction was actually booked

Status: # Posted # Parked # open # Cleared

G/L Account No. 140920 Nonutility Property
 Company Code 1000

St	Assignment	DocumentNo	Doc..Date	Amt in loc.cur.	LCurr	Tx	Text
#	0000001001920000	104039295	10/29/2001	260,898.42-	USD	I0	SALE OF MADRAS OFFICE CENTER JE-009
#	0000001001930000	104039296	10/29/2001	3,631.02-	USD	I0	SALE OF MADRAS OFFICE CENTER JE-009
#	0000001001940000	104039297	10/29/2001	23,800.00-	USD	I0	SALE OF MADRAS OFFICE CENTER JE-009
#	0000001001950000	104039298	10/29/2001	9,296.17-	USD	I0	SALE OF MADRAS OFFICE CENTER JE-009
#	0000001001960000	104039301	10/29/2001	1,017.00-	USD	I0	SALE OF MADRAS OFFICE CENTER JE-009
#	0000001001970000	104039302	10/29/2001	5,007.87-	USD	I0	SALE OF MADRAS OFFICE CENTER JE-009
#	0000001005300000	104039293	10/29/2001	41,891.21-	USD	I0	SALE OF MADRAS OFFICE CENTER JE-009
* #				345,541.69-	USD		
**	Account 140920			345,541.69-	USD		



Display Document: Overview

Display currency

Document Number	104839295	Company Code	1000	Fiscal Year	2002
Document Date	10/29/2001	Posting Date	10/29/2001	Period	7
Reference	X	Cross-CC no.			
Currency	USD	Auto post	<input type="checkbox"/>		

Items in document currency

oCd	Doc #	Itm	Acct no.	Description	PCnt	CCn	Amount in	USD
000	104039295	001	364105	Asset Sale Proc-Clrn	1242		131,000.00	
000	104039295	002	140920	000000100192 0000	1242	10062	260,898.42-	
000	104039295	003	146500	000000100192 0000	1242	10062	130,766.36	
000	104039295	004	554000	Gain on Disp of Prop	1242	10062	867.94-	

em	1 / 4	Debit/Credit	261,766.36
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Display Document: Overview

Display currency

Document Number: 104039296 Company Code: 1000 Fiscal Year: 2002
 Document Date: 10/29/2001 Posting Date: 10/29/2001 Period: 7
 Reference: X Class: Standard
 Currency: USD

Items in document currency

Doc #	Item	Acct no.	Description	PCnt	CCn	Amount in USD
000	104039296	001 364105	Asset Sale Proc-Clrn	1242		3,000.00
000	104039296	002 140920 000000100193 0000		1242	10062	3,631.02-
000	104039296	003 146500 000000100193 0000		1242	10062	1,389.63
000	104039296	004 554000	Gain on Disp of Prop	1242	10062	750.61-
Item 1 / 4						Debit/Credit 4,389.63

Display Document: Overview

Taxes Display currency

Document Number: 104039297 Company Code: 1000 Fiscal Year: 2002
 Document Date: 10/29/2001 Posting Date: 10/29/2001 Period: 25
 Currency: USD

Items in document:

Item	Doc	Plant	Description	PGgt	CCn	Amount In	USD
000	104039297	001	364105 Asset Sale Proc. Clm	1242		15,500.00	
000	104039297	002	149920 800000100194 0000	1242	10062	23,800.00	
000	104039297	003	146500 800000100194 0000	1242	10062	7,980.16	
000	104039297	004	155100 Loss on Disp. of Prop	1242	10062	319.54	
						Debit/Credit:	23,800.00



Display Document: Overview

Display currency

Document Number: 104039301 Company Code: 1000 Fiscal Year: 2002
 Document Date: 10/29/2001 Posting Date: 10/29/2001 Period: 7
 Reference: X
 Currency: USD

Items in document currency

Item	Doc #	Item	Acct no.	Description	PCnt	CCn	Amount in	USD	
000	104039301	001	364105	Asset Sale Proc-Clrn	1242		1,000.00		
000	104039301	002	140020	000000100196 0000	1242	10062	1,017.00	-	
000	104039301	003	146500	000000100196 0000	1242	10062	228.50	-	
000	104039301	004	554000	Gain on Disp of Prop	1242	10062	203.50	-	
							em	1 / 4	Debit/Credit 1,220.50



Display Document: Overview

Display currency

Document Number	104039302	Company Code	1000	Fiscal Year	2002
Document Date	10/29/2001	Posting Date	10/29/2001	Period	7
Reference	X	Cross-Company			
Currency	USD	Texts added	<input type="checkbox"/>		

Items in document currency

Doc #	Itm	Acct no.	Description	PCnt	CCn	Amount in	USD
000	104039302	001 364105	Asset Sale Proc-Clrn	1242		5,000.00	
000	104039302	002 140920 000000100197 0000		1242	10062	5,007.87-	
000	104039302	003 146500 000000100197 0000		1242	10062	967.07	
000	104039302	004 554000	Gain on Disp of Prop	1242	10062	959.26-	
						em	1 / 4
						Debit/Credit	5,967.07



Display Document: Overview

Display currency

Document Number: 104039293 Company Code: 1000 Fiscal Year: 2002
 Document Date: 10/29/2001 Posting Date: 10/29/2001 Period: 7
 Reference: 104039286 Gross Value:
 Currency: USD Tax Code: 00

Items in document currency

Doc #	Itm	Acct no.	Description	PCnt	CCn	Amount in USD
000	104039293	001 364105	Asset Sale Proc-OTrn	1242		61,547.82
000	104039293	002 140920 000000100530 0000		1242	10062	41,891.21
000	104039293	003 554000	Gain on Disp of Prop	1242	10062	19,656.61

em 1 / 3 Debit/Credit 61,547.82