

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**

RESOLUTION NO. 2014-116

Resolution Approving a Declaration of Surplus Property and Conveyance of Residential Dwelling in Manzanita, OR to Spindrift Cottage, Inc.

The Multnomah County Board of Commissioners Finds:

- a. For several decades prior to 1990, the Directors of the Library Association of Portland (DLAP) owned and operated Spindrift Cottage, 37465 Beulah Reed Rd., Manzanita, Tillamook County, OR (the Beach Cottage), which had been donated to DLAP by a retired librarian on the condition that it be used only as a rest house for library staff.
- b. By a Library Transfer Agreement dated July 1, 1990, DLAP transferred all of its interest in owned and leased branch libraries, library and art collections, associated personal property and contracts to Multnomah County. The Beach Cottage was included among the real properties transferred by DLAP to the County.
- c. Spindrift Cottage, Inc., an Oregon non-profit corporation (Spindrift), was formed by volunteer library employees to manage, operate, maintain, pay utilities and taxes, insure and repair, as necessary, the Beach Cottage.
- d. The County, as Lessor, and Spindrift, as Lessee, entered into a Lease Agreement, dated as of July 1, 1990 (the Lease), by which the County leased the Beach Cottage (County Building #697) to Spindrift, for a term of 50 years at a rental of \$1.00 per year, conditioned on Spindrift's payment of all utilities, maintenance, taxes, and operation of the Beach Cottage as a rest house for library staff, consistent with the original donor's intent.
- e. By Resolution No. 04-185, dated December 9, 2004, the Multnomah County Board of Commissioners adopted a policy for declaring real property owned by the County as surplus ("Surplus Property Process").
- f. The Director of Facilities and Property Management Division ("Director") has determined that the Beach Cottage is not required for County use. The County has no practical, efficient, or appropriate use for the Beach Cottage and will have no use for the Beach Cottage in the foreseeable future. The Director recommends that the Beach Cottage be declared surplus. In considering the best interest of the County and Spindrift's current operation of the Beach Cottage as Lessee, the Director further recommends that the Board exempt the Beach Cottage from additional Surplus Property Process as set forth in Resolution 04-185, based upon the disposition recommendation of this Resolution.

- g. The use restriction, which is incorporated by reference in the Bargain & Sale Deed, states that, if the Beach Cottage ever ceases to be used as a rest house for library staff, the Owner shall convey title to the Oregon Community Foundation, to be added to the Library Endowment Fund. It is in the best interest of the County to transfer the Beach Cottage to Spindrift, the long-term Lessee and non-profit operator of the Beach Cottage, on the terms and conditions set forth in the attached Termination of Lease and Bargain & Sale Deed.

The Multnomah County Board of Commissioners Resolves:

1. The Beach Cottage is declared surplus. It is in the best interest of the County to exempt it from the Surplus Property process.
2. It is in the best interest of the County to transfer the Surplus Property on the terms and conditions set forth in the attached Termination of Lease and Bargain & Sale Deed.
3. The Chair is authorized to execute the Termination of Lease and the Bargain & Sale Deed, in substantially the form attached hereto as Exhibit A, together with any associated documents and instructions necessary to complete the transfer of the Beach Cottage to Spindrift Cottage, Inc., an Oregon non-profit corporation. Board approval is needed for any modification or amendment of the Exhibit A documents that results in a material increase in the obligations of Multnomah County or a material decrease in the benefits for Multnomah County.

ADOPTED this 2nd day of October, 2014.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Deborah Kafoury

Deborah Kafoury, Chair

REVIEWED:

JENNY M. MADKOUR, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By *Kenneth M. Elliott*
Kenneth M. Elliott, Assistant County Attorney

SUBMITTED BY: Vailey Oehlke, Library Director.

After recording return to:

Dean P. Gisvold, Esq.
McEwen Gisvold LLP
1100 SW Sixth Avenue, Suite 1600
Portland, Oregon 97204

TERMINATION OF LEASE

This Termination of Lease, dated as of October ____, 2014, is between **MULTNOMAH COUNTY, a political subdivision of the State of Oregon** ("Lessor") and **SPINDRIFT COTTAGE, INC., an Oregon nonprofit corporation** ("Lessee").

Lessor and Lessee entered into that certain Lease Agreement, dated as of July 1, 1990 (the "Lease"), under the terms of which Lessor leased to Lessee the real property located in Tillamook County, Oregon, as described in attached Exhibit "A" (the "Leased Premises").

The parties desire to terminate the Lease.

Therefore, for valuable consideration, the parties hereby agree that the Lease is hereby terminated and rendered null and void, effective October ____, 2014, and further agree that neither party has any obligation or liability to the other party.

[Signatures begin on following page]

IN WITNESS WHEREOF, this Termination of Lease has been executed by Lessor and Lessee as of the date and year first above-mentioned.

**LESSOR: MULTNOMAH COUNTY,
 a political subdivision of the State of Oregon**

By: _____
Name: Deborah Kafoury
Title: Chair

STATE OF OREGON)
) ss.
County of Multnomah)

This instrument was acknowledged before me this ____ day of October, 2014, by Deborah Kafoury as the Chair of Multnomah County, a political subdivision of the State of Oregon, on behalf of Multnomah County.

Notary Public – State of Oregon
My commission expires: _____

[Signatures continue on following page]

**LESSEE: SPINDRIFT COTTAGE, INC.,
an Oregon nonprofit corporation**

By: _____
Name: _____
Title: _____

STATE OF OREGON)
) ss.
County of Multnomah)

This instrument was acknowledged before me this ____ day of October, 2014, by
_____ as the _____ of
Spindrift Cottage, Inc., on behalf of the corporation.

Notary Public – State of Oregon
My commission expires: _____

EXHIBIT "A"

DESCRIPTION OF THE LEASED PREMISES

Lots 4 and 5, Block 3, Neahkahnie Mountain, Tillamook County, Oregon, **Excepting therefrom** that portion of said Lot 4 conveyed to Margaret M. Cabell by Warranty Deed recorded December 30, 1965, in Book 200, Page 194, Records of Tillamook County, Oregon.

Also, a portion of Lot 10, Block 3, Neahkahnie Mountain, described as follows: Beginning at a point in the Easterly line of Lot 10, Block 3, **Neahkahnie Mountain**, 15.0 feet Southerly from the Northeast corner of said Lot 10; Running thence Northerly 15.0 feet to the Northeast corner of Lot 10; Thence Westerly along the Northerly line of Lot 10, 100 feet to the Northwest corner of Lot 10; Thence Southerly along the Westerly line of Lot 10, 11.15 feet; and running thence Easterly 100 feet, more or less, to the point of beginning.

After recording return to:
Dean P. Gisvold, Esq.
McEwen Gisvold LLP
1100 SW Sixth Avenue, Suite 1600
Portland, Oregon 97204

Until a change is requested,
send tax statements to:

STATUTORY BARGAIN AND SALE DEED

Multnomah County, a political subdivision of the State of Oregon, Grantor, conveys to Spindrift Cottage, Inc., an Oregon nonprofit corporation, Grantee, the real property described in attached Exhibit "A," (the "Property").

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301, AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301, AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

The true consideration for this conveyance is \$ Ten Dollars (\$10), but also consists of Grantee's agreement to take title subject to the following covenant:

The Property described in attached Exhibit "A" is conveyed subject to the conditions and restrictions as contained in a deed, including the terms and provisions thereof, recorded July 17, 1990, in Book 329, Page 355, Records of Tillamook County, Oregon.

The Tax Account Numbers for the Property are #115976 and #115994.

Dated this ____ day of October, 2014.

GRANTOR:

MULTNOMAH COUNTY,
a political subdivision of the State of Oregon

By: _____
Name: Deborah Kafoury
Title: Chair

STATE OF OREGON)
) ss.
County of Multnomah)

This instrument was acknowledged before me this ____ day of October, 2014, by **Deborah Kafoury**, as the **Chair of Multnomah County**, a political subdivision of the State of Oregon, on behalf of Multnomah County.

Notary Public – State of Oregon
My commission expires: _____

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY

Lots 4 and 5, Block 3, Neahkahnie Mountain, Tillamook County, Oregon, **Excepting therefrom** that portion of said Lot 4 conveyed to Margaret M. Cabell by Warranty Deed recorded December 30, 1965, in Book 200, Page 194, Records of Tillamook County, Oregon.

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