

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

In the Matter of Approval of)
Contract 15775 for the Sale) ORDER
of Certain Tax Foreclosed Real) 95-20
Property to Former Owners)
Clyde D. and Caroline Tomasini)

WHEREAS, Multnomah County has acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes; and

WHEREAS, the former owners thereof have applied to the County to enter into a contract to repurchase said property for the amount of \$24,936.04, which amount is not less than that required by ORS 275.180; and

WHEREAS, it is in the best interest of Multnomah County to accept the application and sell the property to the former owners for that amount; now therefore

IT IS HEREBY ORDERED that the Multnomah County Board of Commissioners hereby enters into a contract with CLYDE D. AND CAROLINE TOMASINI for the sale of real property described as PARKROSE & REPLAT, EXC. SLY. 64' OF E. 80', SLY. 175' OF LOT A & B, BLOCK 98, in the County of Multnomah, State of Oregon; and

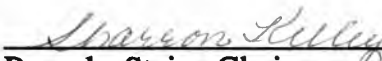
IT IS FURTHER ORDERED that the County Chair be and she hereby is, authorized to execute the attached real estate purchase contract; and

IT IS FURTHER ORDERED that the County Chair be and she hereby is, authorized to execute a deed conveying title of the property to the buyers upon successful completion of all provisions of the contract.

DATED this 19th day of January, 1995.




BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


for Beverly Stein, Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
MULTNOMAH COUNTY, OREGON


John L. DuBay, Chief Deputy

CONTRACT 15775

THIS AGREEMENT, made this 19th day of January, 1995 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and CLYDE D & CAROL M TOMASINI hereinafter called Purchaser; the County agrees to sell to Purchaser the property situated in the County of Multnomah, State of Oregon hereinafter described for the price and on the terms and conditions set forth below:

PARKROSE & REPLAT EXC SLY 64' OF E 80' SLY 175' OF LOT A & B, BLOCK 98

A. Purchase Price.

Purchaser agrees to pay the sum of \$24,936.04, to be paid \$2,493.60 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price in equal monthly installments of not less than \$340.68 over a term of 120 months. Payment to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installments to be paid on January 15, 1995 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchaser shall have the privilege of prepayment without penalty.

B. Tax Payments

1. In addition to payment of installments set out in paragraph A above, Purchaser agrees to pay, before delinquency, all taxes lawfully assessed and levied against said property during the term of this agreement.

2. Escrow for tax payments: Purchaser shall in addition to the principal and interest installments, deposit with the County a pro rata part of the ad valorem taxes and/or assessments on the Property. The amount to be deposited each month for the next 12 months, shall be set by November 15th of each year for the duration of this agreement. County shall issue a written notice no later than December 30th of each year to purchaser of the amount per month to be deposited in escrow for the following 12 months or until final payoff, whichever is shorter.

3. For purposes of this section, a tax payment is past due if not paid within 10 days after the trimester due dates (November 15, February 15, May 15). If for any reason tax payments become past due, this contract will become subject to the default provisions in Section C.1.

C. Terms and Conditions.

1. Purchaser agrees to pay and discharge, before delinquency, all municipal liens and assessments of any kind and nature lawfully assessed against said property.

2. Purchaser will keep all improvements on the property in at least as good condition and repair as they were on the date of possession by Purchaser and shall not permit any waste or removal of all or part of the improvement.

3. Purchaser will not use or permit others to use any of the

property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-14 and 22, or any "nuisance" as defined in ORS 105.555, as those statutes may now or hereafter be amended, supplemented or superseded, or otherwise do or allow any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

4. Purchaser will promptly comply with and cause all other persons to comply with all laws, ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property. In this connection, Purchaser shall promptly make all required repairs, alterations and additions. These include, without limitation, any required alteration of the property because of the purchaser's specific use alterations or repairs necessary to comply with, and all applicable federal, state, local laws, regulations, or ordinances pertaining to air and water quality, hazardous materials as defined herein and other environmental zoning, and other land use statutes, ordinances and regulations.

5. Purchaser will not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the property by Purchaser or Purchaser's agents, employees, contractors, or invitees without the prior written consent of the County, which shall not be unreasonably withheld as long as Purchaser demonstrates to County's reasonable satisfaction that such Hazardous Material is necessary to Purchaser's business and will be used, kept, and stored in a manner that complies with all laws regulating any such Hazardous Materials brought upon or used or kept in or about the property;

6. As used in this Agreement, the term Hazardous Material means any hazardous or toxic substance, material, or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR § 172.101), or by the United States Environmental Protection Agency as hazardous substances (40 CFR pt 302) and amendments thereto, petroleum products, or other such substances, materials, and wastes that are or become regulated under any applicable local, state, or federal law.

7a. Purchaser will indemnify, defend, and hold harmless the County, its elected officials, officers, and employees from and against any claims, loss or liability of any kind arising out of or related to any activity on the property occurring while Purchaser is entitled to occupy the property under this or any predecessor agreement, whether or not the property is leased to others.

7b. This indemnification of the County by Purchaser includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater or under the property. Without limiting the foregoing, if the presence of any Hazardous Material on property caused or permitted by Purchaser or purchaser's agents or contractors results in any contamination of the property, Purchaser shall promptly take all actions at Purchaser's sole expense as are necessary to return the property to the condition existing prior to the release of any such Hazardous Material onto the property, provided that the County's approval of such action shall first be obtained, and approval shall not be unreasonably withheld, as long as such actions would not

potentially have any material adverse long-term or short-term effect on the property. This indemnification by Purchaser includes, without limitation, reimbursement for any diminution in the value of the property and reimbursement for sums paid in settlement of claims, attorney fees, consultant fees, and expert fees. The obligations of paragraph C7a. and C7b. shall survive any termination or cancellation of this agreement for any reason.

8. Purchaser will keep all improvements now existing or which shall hereafter be placed on the property insured against fire and other casualties covered by a standard policy of fire insurance with extended coverage endorsements. The policy shall be written to the full replacement value and loss payable to County and Purchaser as their respective interests may appear, and certificates evidencing the policy shall be delivered to County and shall contain a stipulation providing that coverage will not be canceled or diminished without a minimum of ten days' written notice to the County. In the event of a loss, Purchaser shall give immediate notice to County. County may make proof of loss if Purchaser fails to do so within fifteen days of casualty.

D. Default

Time is the essence of the Agreement; a default shall occur if:

1. Purchaser fails to make any payment within ten days after it is due;

2. Purchaser fails to perform or comply with any condition and does not commence corrective action within ten days after written notice from the County specifying the nature of the default, or, if the default cannot be cured within that time, fails to commence and pursue curative action with reasonable diligence.

3. Purchaser becomes insolvent; a receiver, trustee or custodian is appointed to take possession of all or a substantial part of Purchaser's property or properties; Purchaser makes an assignment for the benefit of creditors or files a voluntary petition in bankruptcy; or Purchaser is subject to an involuntary bankruptcy which is not dismissed within ninety days.

4. Purchaser makes or allows to be made a fraudulent transfer under applicable federal or state law, conceals any of his/her property from creditors; makes or allows to be made a preference within the meaning of the federal bankruptcy laws; or allows a lien or distraint upon any of his/her property.

E. Tax Notice

Until a change of address is requested, all tax statements shall be sent to the following address:

5025 NE 112TH AVE PORTLAND OR 97220-1004

F. Assignment

No assignment of this agreement is permitted.

G. Conveyance of Title

Upon complete performance by Purchaser of all the terms and conditions of this contract, County agrees to convey to Purchaser

the title to the aforesaid property by Bargain & Sale Deed.

H. Execution Deadline

This contract must be executed by Purchaser on or before _____, 1994 and received by Multnomah County within five days after that date. Failure to execute this contract in a timely manner shall result in a revocation by the County of its offer to sell the subject property.

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.

IN WITNESS WHEREOF, Purchaser has set his/her hand the year and day first above written, and County has caused these presents to be executed by the Chair of the Multnomah Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By Sharon Kelly
for Beverly Stein, Chair

By Clyde D. Tomasini
CLYDE D & CAROL M TOMASINI



REVIEWED

By Laurence Kressel
for Laurence Kressel, County Counsel
for Multnomah County, Oregon

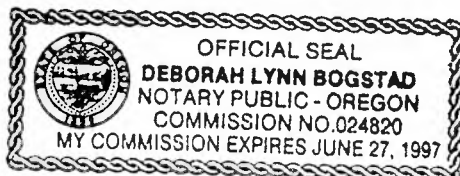
CONTRACT APPROVED:

By Pat Drabler
Janice M. Druihan, Director
Assessment & Taxation

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 19th day of January, 1995, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Sharron Kelley, Vice-Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first in this, my certificate, written.



Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/97