

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Approval of Contract
#15550R for the Sale of Certain Tax
Foreclosed Real Property to

ORDER
97-109

MARILYN LEONG

WHEREAS, MARILYN LEONG, the assignee of the original purchasers, Harold and Annie Buell under that certain County land sale Contract No. 15550, dated October 4, 1990, recorded at Book 2352, Page 533 in the Multnomah County Deed Records, and the County have agreed to execute a new agreement to be identified as County Contract No. 15550R, substituting and replacing Contract No. 15550, and;

WHEREAS, the new contract was necessary to provide for the negotiated amendments to the price and description of the real property being acquired by MARILYN LEONG, as evidenced by that certain Board Order of even date herewith relating to the execution of a Correction Deed, Deed No. D971488, by the County and MARILYN LEONG as grantors, and RICHARD B. HAGERTY, grantee, and;

WHEREAS, the above referenced Correction Deed and this Contract No. 15550R now provide for an access easement across the real property described below which is the subject of Contract No. 15550R;

NOW THEREFORE, it is ORDERED that the Multnomah County Board of Commissioners hereby enters into the attached Contract No. 15550R with MARILYN LEONG for the sale of the following described real property:

Lot 27, Block 8 of "Fairvale," a plat of record in Section 18, Township 1 South, Range 1 East, W.M., Multnomah County, Oregon, including a portion granted as an access easement to Lot 26, Block 8 of "Fairvale" for ingress and egress of the dominant estate, Lot 26, only. Said portion is more particularly described as follows:

BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 27 WHICH POINT BEARS NORTH 21°52'55" EAST 10.16 FEET FROM THE SOUTHWEST CORNER OF SAID LOT 27 AND RUNNING THENCE NORTH 21°52'55" EAST ALONG THE WEST LINE OF SAID LOT 27, 20.00 FEET; THENCE SOUTH 65°43'15" EAST 48.54 FEET TO THE EAST LINE OF SAID LOT 27; THENCE SOUTH 18°43'00" WEST ALONG THE SAID EAST LINE 20.00 FEET; THENCE NORTH 65°48'34" WEST 49.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 979 SQUARE FEET MORE OR LESS

and;

IT IS FURTHER ORDERED that the County Chair be and she hereby is, authorized to execute the attached real estate purchase Contract No. 15550R; 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 buyer upon successful completion of all provisions of the contract

DATED this 5th day of June, 1997.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By Beverly Stein
Beverly Stein, Chair

REVIEWED:
SANDRA DUFFY, ACTING COUNTY COUNSEL
MULTNOMAH COUNTY, OREGON

By Matthew O. Ryan
Matthew O. Ryan, Assistant County Counsel

CONTRACT #15550R

THIS AGREEMENT, made this 5th day of June, 1997 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and MARILYN LEONG, 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:

Lot 27, Block 8 of "Fairvale," a plat of record in Section 18, Township 1 South, Range 1 East, W.M., Multnomah County, Oregon, including a portion granted as an access easement to Lot 26, Block 8 of "Fairvale" for ingress and egress of the dominant estate, Lot 26, only. Said portion is more particularly described as follows:

BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 27 WHICH POINT BEARS NORTH 21°52'55" EAST 10.16 FEET FROM THE SOUTHWEST CORNER OF SAID LOT 27 AND RUNNING THENCE NORTH 21°52'55" EAST ALONG THE WEST LINE OF SAID LOT 27, 20.00 FEET; THENCE SOUTH 65°43'15" EAST 48.54 FEET TO THE EAST LINE OF SAID LOT 27; THENCE SOUTH 18°43'00" WEST ALONG THE SAID EAST LINE 20.00 FEET; THENCE NORTH 65°48'34" WEST 49.64 FEET TO THE POINT OF BEGINNING.

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A. Rescission of Previous Contract

1. Purchaser and County agree to the following:
 - a. Terry D. Buell and Tracie L. Buell were the approved vendee assignees of the contract between Harold Buell and Annie Buell, contract vendees, and Multnomah County, contract vendor, said assignment recorded at book 2428, page 2081 (hereinafter "the previous contract"), said contract recorded at Volume 2352, Page 533.
 - b. Purchaser received an approved vendee's assignment of the contract from Terry D. Buell and Tracie L. Buell, recorded in the Multnomah County records at Book 2433, Page 278;
 - c. In error, County omitted the above legally described access easement for the adjacent Lot 26;
 - d. As a result, Purchaser and County mutually agree to rescind the previous contract and enter into a new contract, the terms of which follow.

B. Purchase Price.

1. The County agrees to reduce by \$2,500.00, the balance due from the previous contract as of April 15, 1997 in exchange for Purchaser's agreement to allow the access easement as described above.
2. Therefore, Purchaser agrees to pay the sum of \$22,316.84 in equal monthly installments of \$394.28 over a term of ninety-eight (98) months. Payment to include interest at twelve (12) 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 installment to be paid on April 15, 1997 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.

C. 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.

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D. Terms and Conditions.

1. Purchaser agrees to the inclusion of the above described access easement for the adjacent Lot 26 as per the terms included in the CORRECTION DEED for Lot 26 to RICHARD B. HAGERTY from the County.
2. Purchaser agrees to pay and discharge, before delinquency, all municipal liens and assessments of any kind and nature lawfully assessed against said property.
3. 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.
4. 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.
5. 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.
6. 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;
7. 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.
- 8a. 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.

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- 8b. 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.
9. 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.

E. 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.

F. Tax Notice

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

MARILYN LEONG
3009 SE 55TH AVE.
PORTLAND, OR 97206

G. Assignment

No assignment of this agreement or any interest therein or any interest in any of the property herein described shall be valid unless it is approved by County. Terms of this agreement may be amended by County upon assignment. Subject to the foregoing restriction, the terms of this agreement shall be binding upon the heirs, successors-in-interest and assigned of Purchaser.

H. 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.

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.

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 *Beverly Stein*
Beverly Stein, Chair

By *Marilyn Leong*
Marilyn Leong



REVIEWED:
Sandra N. Duffy, Acting County Counsel
for Multnomah County, Oregon

By *Sandra N. Duffy*

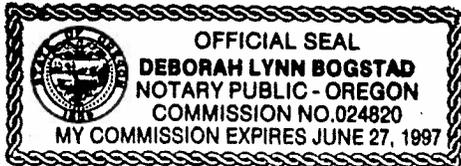
CONTRACT APPROVED:
Kathleen A. Tuneberg, Acting Director
Assessment & Taxation

By *K.A. Tuneberg*

After Recording return to 166/300/Tax Title

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

The foregoing instrument was acknowledged before me this 5th day of June, 1997, by Beverly Stein, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



Deborah Lynn Bogstad

Notary Public for Oregon

My Commission expires: 6/27/97