

BEFORE THE COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Sale of Surplus)
County Land at the Edgefield County) O R D E R
Farm in Section 35, T1N, R3E, WM) # 93-385
Multnomah County, Oregon)

It appearing that Multnomah County is marketing the surplus real property commonly referred to as the Edgefield Farm property pursuant to Resolution #90-127 of the Board of Commissioners; and

It appearing that the City of Troutdale wishes to acquire about twenty acres of said property for the purpose of developing a regional public park and has offered to purchase the twenty acre parcel zoned for Open Space use, which constitutes Tax Lot 35, Section 35, T1N, R3E, WM for the sum of \$7,000.00 per acre; and

It appearing that the purchase price is a reasonable and fair price for said property and that the sale of the parcel and development of the park will benefit the citizens of Multnomah County; and

The Board being fully advised in the matter:

It is ORDERED that Multnomah County execute the SALE AGREEMENT before the Board this date and any deed or other documents required for completion of this sale and that the County Chair be, and she is hereby, authorized and directed to execute the same on behalf of Multnomah County.

Dated this 9th day of December, 1993.

REVIEWED:

LAURENCE KRESSEL, County
Counsel for Multnomah
County, Oregon

By John L. DuBay
John L. DuBay

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By Beverly Stein
Beverly Stein, County Chair



SALE AGREEMENT

SELLER:

Multnomah County
Facilities and Property Management
2505 SE 11th Avenue
Portland, OR 97202

BUYER:

City of Troutdale
c/o David Evans and Associates, Inc.
2828 SW Corbett Ave.
Portland, OR 97201

RECITAL

P/V
Multnomah County (hereinafter "County") desires to sell to the City of Troutdale (hereinafter "City") and City desires to purchase from County certain real property (the Property) with all improvements, located in Multnomah County, and lying in **Tax lot 35, Sec 35, 1 N, 3E** ~~and tax lot 8, Sec 35, 1 N, 3E~~, excluding tax lots 64 and 101, and specifically described in Exhibit A, attached.

AGREEMENT

The parties agree as follows:

1. Sale and Purchase.

For valuable consideration, City agrees to purchase the Property from County and County agrees to sell the Property to City for the sum of \$7,000 per acre, or approximately \$140,000. Actual purchase price will be determined by the surveyed area.

Any portion of Property lying within a dedicated street, within an easement, or within that strip identified on the survey as "To be dedicated..." shall be conveyed to City gratis.

2. Payment of Purchase Price.

The purchase price shall be paid as follows:

- (a) At closing, City shall pay to County a down payment equal to 15% of the purchase price.
- (b) At closing, City and County shall enter into a land sales contract.

The contract shall specify that City pay an additional 17% of the purchase price plus accrued interest on the first day of the month two years after the closing date, and an additional 17% of the purchase price plus accrued interest on the first day of the month each 24 month period thereafter. Interest shall be computed on the unpaid balance for each two-year period at the prime rate as published in The Oregonian on the first day of each period, plus one percent. Interest will be compounded annually. City may make any accelerated payments or prepayments without penalty.

3. Preliminary Title Report.

Within 20 days after full execution of this Agreement, County shall obtain a preliminary title report showing the condition of title to the Property and exceptions. City will have 10 days from receipt of the Title Report to review the Title Report and to notify County of City's disapproval of any exceptions shown in the Title Report. Those exceptions not objected to by City are referred to below as the "permitted exceptions."

4. Survey.

No later than 30 days following full execution of this Agreement by both parties, the County shall provide and record a standard survey of the Property by an Oregon licensed surveyor.

The survey shall include a full legal description of the Property and total acreage.

No later than 30 days following full execution of this Agreement by both parties, the County shall flag the boundaries and all corners of the property.

Following flagging, City will inspect site and identify any encroachments unacceptable to City. Prior to closing, County shall be responsible for removing any encroachments identified by City as unacceptable.

5. Hazardous material

Within sixty days of the date of full execution of this Agreement, City may complete at City's expense, an **environmental audit**, commonly referred to as a Level I Audit for the Property.

6. Access to Property prior to closing

City and its agents shall have full access to the Property for the purpose of conducting surveys, environmental audits, and any other inspections.

7. Conditions.

City's obligation to purchase the Property is contingent upon satisfactory investigations of title, survey, hazardous materials, and any other inspection deemed necessary by City.

City may terminate this agreement by written notice to County within 60 days after the date of this agreement is executed by all parties if City's investigations reveal any condition or defect in the Property unsatisfactory to City.

Alternatively, City may request remediation of any condition by County. County will not be required to provide any remediation. If County does provide remediation satisfactory to City within four months of said notice, City shall complete the purchase by the closing date or within 15 days after remediation is complete, whichever date is later.

8. Final Approval.

This agreement is subject to the final approval of the Troutdale City Council. If said approval is not provided within 30 days after County's execution of this document, this agreement shall become null and void.

9. Closing.

(a) Closing shall take place on or before 90 days after this agreement is executed by all parties, or within twenty days of City's notification to County regarding satisfaction of its investigations, or as specified in "Conditions", whichever date is earliest.

(b) Closing shall take place at the offices of Fidelity Title Insurance Company, Portland, OR. Each party shall pay one-half of the escrow fee.

(c) Any ongoing costs to operate the Property such as water or sewer fees shall be prorated as of the closing date.

(d) County shall pay any assessments accrued prior to closing.

10. Possession.

City shall be entitled to possession immediately upon closing.

11. Deed

Within 60 days of receiving complete payment under the land sales contract described above, County shall execute and deliver to City a bargain and sale deed, conveying the Property to City, free and clear of all liens and encumbrances except the permitted exceptions, and except any encumbrances allowed by or caused by City during its possession of Property.

Said deed shall include a reversionary clause specifying that property will revert to County in the event that it ceases to be used for a public purpose for a period in excess of one year.

12. County's Representations.

County represents to City to the best of its knowledge:

- (a) County knows of no material structural defects with respect to the Property, to the best of County's knowledge.
- (b) The Property will be in substantially its present condition on the closing date. During the term of this Agreement the County, its agents, successors or assigns shall not remove any trees, flora or fauna, grade, cut or fill the Property.
- (c) County has received no written notice from any governmental agency or any violation of any statute, law, ordinance, or deed restriction, rule, or regulation with respect to the Property.
- (d) The Property has never been used for the storage or disposal of any hazardous material or waste. There are no environmentally hazardous materials or wastes contained on or under the Property and the Property has not been identified by any governmental agency as a site upon which environmentally hazardous materials or wastes have been or may have been located or deposited.

All representations contained in the Agreement will survive closing and the conveyance of the Property to City.

13. Notices.

All notices and communications in connection with this Agreement shall be given in writing and shall be transmitted by certified or registered mail, return receipt requested, as follows:

Any notice so transmitted shall be deemed effective on the date it is placed in the United States mail, postage prepaid. Either party may, by written notice, designate a different person or address for purposes of this Agreement.

If to County, then to:

Multnomah County
Facilities and Property Management
2505 SE 11th Avenue
Portland, OR 97202

If to Purchaser, then to:

City Administrator
City of Troutdale
104 Kibling Street
Troutdale, OR 97060

14. Entire Agreement.

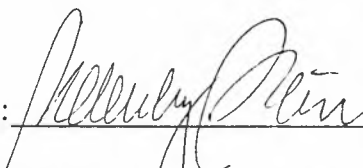
This Agreement sets forth the entire understanding of the parties with respect to the purchase and sale of the Property. This Agreement supersedes any and all prior negotiations, discussions, agreements, and understandings between the parties. This Agreement may not be modified or amended except by a written agreement executed by both parties.


15. Attorney Fees.

City and County are committed to amicably moving forth with this agreement. In the unlikely event that any action is instituted to enforce any term of this agreement, the prevailing party shall recover from the losing party reasonable attorney fees incurred in such action as set by the trial court and, in event of appeal, as set by the appellate courts.

This agreement shall be construed, applied, and enforced in accordance with the laws of the state of Oregon.

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. 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.

County: 
Title: Multnomah County Chair


MULTNOMAH COUNTY COUNCIL

City: _____

Title: _____

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-4 DATE 12/9/93
DEB BOGSTAD
BOARD CLERK



Exhibit A

MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION DIVISION
1620 S.E. 190TH AVE.
PORTLAND, OREGON 97233
(503) 248-5050

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN • CHAIR OF THE BOARD
DAN SALTZMAN • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

August 30, 1993

Description for remaining Multnomah County property south of Cherry Park Road, after property line adjustment--NW 1/4 Section 35, T1N, R3E, W.M.

Tract 1

A tract of land situated in the northwest one-quarter of Section 35, Township 1 North, Range 3 East of the Willamette Meridian, in Multnomah County, Oregon, being more particularly described as follows:

Beginning at the southeast corner of the A.C. Dunbar D.L.C. in said Section 35; thence S 22°07'34" E 21.53 feet to a 3/4" iron pipe with a yellow plastic cap (YPC) marked "Mult. Co. Survey", said 3/4" iron pipe (YPC) being the true point of beginning and also being on the west line of the southeast one-quarter of the northwest one-quarter of said Section 35; thence S 00°04'03" E, along said west line, 694.77 feet to a 3/4" iron pipe (YPC) at the southwest corner of said legal subdivision; thence S 89°50'21" E, along the south line of said legal subdivision, 1035.31 feet to a 3/4" iron pipe (YPC) at the southwest corner of that tract of land as described in Deed Book 1130, Page 1204, recorded October 4, 1976, Multnomah County Deed Records; thence N 00°02'10" E, along the west line of said tract of land, 1294.27 feet to a 3/4" iron pipe (YPC) on the south right of way line of Cherry Park Road (County Road No. 4849); thence S 89°54'10" W, along said south right of way line, 316.95 feet to a 3/4" iron pipe (YPC); thence S 00°06'26" E 440.00 feet to a 3/4" iron pipe (YPC); thence westerly along the arc of a 45.00 foot radius non-tangent curve to the right (the long chord of which bears N 66°13'05" W 36.45 feet) an arc distance of 37.53 feet to a 3/4" iron pipe (YPC); thence S 00°05'50" E 94.75 feet to a 3/4" iron pipe (YPC); thence S 89°54'10" W 287.25 feet to a 3/4" iron pipe (YPC); thence S 48°32'17" W 80.85 feet to a 3/4" iron pipe (YPC); thence N 89°39'48" E 122.10 feet to the northwest corner of that tract of land as described in Book 1475, Page 1208, recorded October 10, 1980, Multnomah County Deed Records; thence N 89°39'48" E along the north line of said tract of land, 150.00 feet to the northeast corner thereof; thence S 00°20'12" E along the east line of said tract of land, 160.00 feet to the southeast corner thereof; thence S 89°39'48" W, along the south line of said tract of land, 150.00 feet to the southwest corner thereof, said point also being the

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August 30, 1993

Description for remaining Multnomah County property south of Cherry Park Road, after property line adjustment--NW 1/4 Setion 35, T1N, R3E, W.M.


Tract 1, Cont'd

southeast corner of that tract of land as described in Book 586, Page 1171, recorded October 13, 1967 Multnomah County Deed Records; thence S 89°39'48" W, along the south line of said tract of land, 130.00 feet to the southwest corner thereof; thence N 00°20'12" W, along the west line of said tract of land; 130.00 feet to the northwest corner thereof; thence N 89°39'48" E, along the north line of said tract of land, 130.00 feet to the northeast corner thereof; thence N 00°20'12" W 30.00 feet to the northwest corner of said tract of land as described in Book 1475, Page 1208, recorded October 10, 1980, Multnomah County Deed Records; thence S 89°39'48" W 354.17 feet to a 3/4" iron pipe (YPC); thence southwesterly along the arc of a 50.00 foot non-tangent curve to the right (the long chord of which bears S 77°52'29" W 97.90 feet) an arc distance of 136.51 feet to a 3/4" iron pipe (YPC); thence S 89°39'48" W, along the South right of way line of County Road No. 571, 12.01 feet to the true point of beginning.

Basis of bearing from Partition plat No 1990-24.

Containing 20.71 acres more or less.

Prepared by:



Harold J. Russell, PLS #707