

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Exercise of Real)	
Property Option and Completing the)	S.E. REGNER ROAD
Purchase of Certain Property from)	
Judith R. May, Conveying to Multnomah)	ORDER
County a Perpetual Easement for the)	#88-183
<u>Construction and Maintenance of Slope</u>)	
County Road No. 1275)	

The above-entitled matter came on regularly for hearing before the Board of County Commissioners; and

It appearing that Judith R. May is the owner of the real property hereinafter described, which is to be acquired by Multnomah County for county road purposes, and that the said Judith R. May on August 16, 1988, gave to Multnomah County, Oregon, a written option to purchase for the sum of \$875 all of the real property situated in the County of Multnomah and State of Oregon, described as follows, to-wit:

A parcel of land, for the construction and maintenance of slopes, situated in the northeast one-quarter of Section 15, T1S, R3E, W.M., Multnomah County, Oregon, being more particularly described as follows:

Beginning at the northeast corner of that tract of land conveyed to Michael D. May and Judith R. May, by instrument recorded June 21, 1974, in Book 992, Page 1672, deed records of Multnomah County, Oregon, said corner lying on the westerly right-of-way line of Regner Road, County Road No. 1275 (said right-of-way line lying 30.00 feet northwesterly, when measured at right angles, of the centerline of said Regner Road); thence southwesterly along said right-of-way line on the arc of a 507.50 foot radius curve to the left through a central angle of 6°05'11", an arc distance of 53.91 feet (the chord bears S 20°50'03" W, 53.89 feet) to a P.O.C.; thence N 72°12'33" W, perpendicular to said westerly right-of-way line, a distance of 10.00 feet; thence northeasterly along a line that is parallel to and 10.00 feet northwesterly (when measured at right angles) of said right-of-way line on the arc of a 517.50 foot radius non-tangent curve to the right through a central angle of 5°33'33", an arc distance of 50.21 feet (the chord bears N 20°34'14" E, 50.19 feet) to a point on the north line of said MAY TRACT; thence N 88°22'05" E, along said north line, a distance of 11.06 feet to the true point of beginning.

Containing 520 square feet, more or less.

As shown on attached map marked Exhibit "A", and hereby made a part of this document.

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S.E. REGNER ROAD
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and

It further appearing to the Board that it would be in the best interests of Multnomah County, Oregon, to exercise the County's rights under said option and to purchase the property above described for the sum of \$875, all in accordance with the terms and conditions of said option; and

It further appearing to the Board that it is now in order to direct disbursement of the purchase monies for the above-described property; and the Board being fully advised in the premises, it is therefore

ORDERED that Multnomah County, Oregon, acting by and through its Board of County Commissioners, does hereby exercise its option to purchase all of the real property hereinabove described under the terms and conditions of the option dated August 16, 1988, executed and delivered to Multnomah County, Oregon, by the said Judith R. May; and it is

FURTHER ORDERED that the County Counsel of Multnomah County, Oregon, proceed with the closing of the purchase of the above-described real property at the offered price of \$875 and that the proceeds of the sale be delivered to Judith R. May; and it is

FURTHER ORDERED that the Director, Finance Division, Multnomah County, Oregon, be and he is hereby directed to draw a warrant on the ROAD FUND of the County in the amount as follows:

JUDITH R. MAY

Total Amount of Warrant to be Issued \$875

and it is

FURTHER ORDERED that the above warrant be forwarded by the Director, Finance Division, to the Director, Department of Environmental Services, for delivery to the payee thereof upon receipt of the satisfactory deed conveyance and evidence of the fee simple title vesting in Multnomah County free and clear of all encumbrances; and it is

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FURTHER ORDERED that the Judith R. May be notified of the acceptance of said option and the disbursement of the purchase monies for the above-described property.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By: Gladys McCoy
Gladys McCoy, County Chair

LARRY F. NICHOLAS, P.E.
County Engineer/Director

By: L F Nicholas

APPROVED AS TO FORM:

LAURENCE KRESSEL
County Counsel for
MULTnomah County, Oregon

By: John L. DuBay

REAL ESTATE OPTION

File No.: 88-137Fed. Aid No.: N/AGrantor Judith R. MayAddress 1695 S.E. Regner Road

Grantor _____

Address Gresham, Oregon 97030Section S. of S.E. Elliott StreetHighway S.E. Regner RoadCounty MultnomahPurpose permanent slope easement

IN CONSIDERATION of the offer to the undersigned for the hereinafter described property, the undersigned hereby give and grant to Multnomah County, upon the terms and conditions hereinafter stated, the option to purchase the property described on Exhibit "A" attached, bearing date of April 8, 1988, and covering one (1) parcel, subject to special provisions contained in Exhibit(s) "C" attached and by this agreement made a part of this option.

Multnomah County shall have the irrevocable right, at any time, within six (6) _____ months from the date hereof, to accept this option. The person(s) who have executed the option acknowledge that the signing and delivering of a deed and voucher at the same time the option was executed, does not constitute acceptance by the County of the deed and voucher and that the acceptance by the County of the deed and voucher is conditioned on the clearing of the title satisfactory to the County and acceptance of the option by the County.

The undersigned, hereinafter referred to as "Grantors," agree to deliver to Multnomah County, Oregon, by and through its Department of Environmental Services-Transportation Division, hereinafter referred to as "County," a warranty deed to said property, CONVEYING A GOOD AND MERCHANTABLE TITLE THERETO FREE FROM ALL OUTSTANDING LIENS AND ENCUMBRANCES, INCLUDING UNPAID AND DEFERRED REAL PROPERTY TAXES, AND FREE FROM ALL RIGHTS OF LESSEES, TENANTS, AND OTHER PERSONS CLAIMING ANY RIGHTS IN OR TO SAID PROPERTY. The conveyances shall include all buildings, fixtures and crops located on said property as well as appurtenances thereto (except for the items herein reserved by Grantors). Grantors further agree not to sell or encumber said property during the term of this option.

Upon delivery of said deed and the clearing of title satisfactory to County, Grantors, in the usual course and through the usual channels of auditing claims against County, shall be paid the sum of (\$875.00) eight hundred seventy-five and 00/100 dollars (Less \$ N/A) for items as listed on Exhibit(s) --- as full payment of the purchase thereof. Grantors are entitled to receive payment, less any deposits and allowances as listed on exhibits before County takes possession of the property.

Grantors shall surrender possession of the property upon payment from the County. Written notice to vacate the property will not be required.

Grantor does not have to provide title insurance. County will pay all recording charges for documents required to vest clear title in County and prorate taxes as of the date of possession or transfer of title, whichever is earlier.

Grantors acknowledge all items of damages, all sums of money to be paid, and all things to be done by County are in this option. Grantors agree, the consideration recited herein is just compensation for the optioned property, including any and all damages to grantors remaining property, if any, which may result from the acquisition or use of said property and the construction or improvement of the highway. All claims for damages, injury, or loss on account of failure to close this option are hereby expressly waived.

NOTICE: BEFORE SIGNING THIS OPTION, BE SURE ALL OBLIGATIONS, INCLUDING THOSE YOU EXPECT COUNTY TO PERFORM, ARE SET OUT IN THIS OPTION AND THAT YOU FULLY UNDERSTAND ALL OF THE TERMS OF THIS OPTION.

Dated this 16 day of August, 1988.

Judith R. May

Michael D. May and
Judith R. May

Regner Road
(S. of S.E. Elliott Street)
Item 88-137

A parcel of land, for the construction and maintenance of slopes, situated in the northeast one-quarter of Section 15, T1S, R3E, W.M., Multnomah County, Oregon, being more particularly described as follows:

Beginning at the northeast corner of that tract of land conveyed to Michael D. May and Judith R. May, by instrument recorded June 21, 1974, in Book 992, Page 1672, deed records of Multnomah County, Oregon, said corner lying on the westerly right-of-way line of Regner Road, County Road No. 1275 (said right-of-way line lying 30.00 feet northwesterly, when measured at right angles, of the centerline of said Regner Road); thence southwesterly along said right-of-way line on the arc of a 507.50 foot radius curve to the left through a central angle of $6^{\circ}05'11''$, an arc distance of 53.91 feet (the chord bears S $20^{\circ}50'03''$ W, 53.89 feet) to a P.O.C.; thence N $72^{\circ}12'33''$ W, perpendicular to said westerly right-of-way line, a distance of 10.00 feet; thence northeasterly along a line that is parallel to and 10.00 feet northwesterly (when measured at right angles) of said right-of-way line on the arc of a 517.50 foot radius non-tangent curve to the right through a central angle of $5^{\circ}33'33''$, an arc distance of 50.21 feet (the chord bears N $20^{\circ}34'14''$ E, 50.19 feet) to a point on the north line of said MAY TRACT; thence N $88^{\circ}22'05''$ E, along said north line, a distance of 11.06 feet to the true point of beginning.

Containing 520 square feet, more or less.

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4-8-88

0659W/4619V

(Easement-Individual)

Regner Road
(S. of S.E. Elliott Street)
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KNOW ALL MEN BY THESE PRESENTS, That Judith R. May in consideration of the sum of \$875.00 and other good and valuable considerations to her paid by Multnomah County, a political subdivision of the State of Oregon, does hereby grant unto said Multnomah County, its successors and assigns, a perpetual easement for the construction, use and maintenance of slope easement through, over, under, along, and within the following described parcel of land:

A parcel of land, for the construction and maintenance of slopes, situated in the northeast one-quarter of Section 15, T1S, R3E, W.M., Multnomah County, Oregon, being more particularly described as follows:

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Deed for Slope Easement
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It is understood and agreed that no buildings shall be erected upon said premises without the written consent of the Board of County Commissioners.

IN WITNESS WHEREOF, the grantor above named, has hereunto set her
hand this 22ND day of August A.D., 1988

APPROVED:

LARRY F. NICHOLAS, P.E.
County Engineer

By: [Signature]

By: [Signature]
Judith R. May, Grantor

APPROVED AS TO FORM:

LAURENCE KRESSEL
County Counsel

By: [Signature]

STATE OF Or., County of Mult.

SIGNED BEFORE ME August 22, 1988, personally appeared the
above-named Judith May, who
acknowledged the foregoing instrument to be of voluntary act.

[Signature]
Notary Public for Said State
My Commission Expires
November 22, 1991, 19

0533W/4619V

Exhibit C

File No. Items 88-137

Date August 16, 1988

COUNTY'S OTHER OBLIGATIONS

County is to:

A) Reconnect the existing driveway.

Any construction lying outside of the traveled portion and shoulders of the highway which is made for the use and benefit of the remaining property, either under the terms of this option or the construction plans, shall be completed in conformance with normal engineering construction practices and thereafter shall be maintained or reconstructed by the property owner in accordance with Section 374.305, et seq., ORS and other applicable statutes and regulations. Grantors hereby grant County, its employees or contractors, permission to enter upon their remaining property for the purpose of performing any said construction work.



