

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

**RESOLUTION NO. 2011-089**

Approving the Purchase of Certain Real Property for the New Sellwood Bridge Project from Robert and Kristin Howell and Authorizing the County Chair to Execute Additional Documents Relating to the Purchase

**The Multnomah County Board of Commissioners Finds:**

- a. Multnomah County has reached a proposed settlement with Robert and Kristin Howell, the owners of certain real property determined to be necessary for the purpose of constructing, operating, maintaining, repairing and reconstructing the Sellwood Bridge, approaches and interchanges in the City of Portland (the "Project") as authorized by Resolution No. 2010-166.
- b. The real property proposed to be acquired for the price of \$900,000.00 is more particularly described in the Warranty Deed, a copy of which is attached as Exhibit 1 (the "Property").
- c. The Property is necessary for the Project, and it is in the best interest of the public and Multnomah County to approve the purchase of the Property.

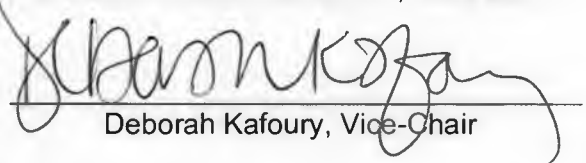
**The Multnomah County Board of Commissioners Resolves:**

1. The Board approves the purchase of the Property, and the County Chair is authorized and directed to execute any documents required for completion of the purchase, including but not limited to escrow instructions.
2. The County Chair is further authorized to execute any additional documents that may be necessary or appropriate prior to the County taking possession of the Property, including but not limited to a short term lease with the Howells for the use of the Property.
3. The County Engineer is authorized and directed to execute the acceptance statement on the Warranty Deed for the Property in conformance with the attached Exhibit 1.

ADOPTED this 7th day of July, 2011.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Deborah Kafoury, Vice-Chair

REVIEWED:

HENRY H. LAZENBY, JR., COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By 

Matthew O. Ryan, Assistant County Attorney

SUBMITTED BY: Commissioner Deborah Kafoury, District 1.

EXHIBIT 1

**After recording return to:**

Patrick Hinds

Land Use & Transportation Division, Bldg. #425

**Until a change is requested,**

**tax statements shall be sent to:**

Multnomah County Transportation Division

1600 SE 190th Ave.

Portland, Oregon 97233

**WARRANTY DEED**

Robert Howell and Kristin Howell, as tenants by the entirety, "**Grantors**," convey and warrant to **MULTNOMAH COUNTY**, a Political Subdivision of the State of Oregon, "**Grantee**," the real property described in Exhibit A free of encumbrances except as specifically set forth in Exhibit B.

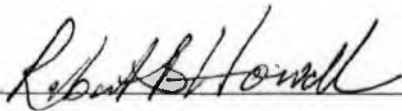
Grantors represent and warrant that they have the authority to grant this conveyance and that this conveyance is granted pursuant to the exercise of the eminent domain power and authority of Grantee, with the consideration paid by Grantee accepted as just compensation for the property or property rights conveyed, which includes damage to the property remainder, if any, resulting from the acquisition or use of said property or property rights

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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. 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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

The true consideration paid for this transfer stated in terms of dollars is \$ 900,000.00.

Dated this 10<sup>th</sup> day of June, 2011

Robert Howell



Kristin Howell



DEED

Page 1 of 2

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) *SS.*

W-10



OFFICIAL SEAL  
**CHRISTINE M NICKERSON**  
 NOTARY PUBLIC-OREGON  
 COMMISSION NO. 445241  
 MY COMMISSION EXPIRES DECEMBER 21, 2013

My Commission Expires: 12-21-13

By:

**By:**

DEED  
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## **EXHIBIT A**

Unit No. A-7, SELLWOOD HARBOR CONDOMINIUM, in the City of Portland, County of Multnomah, State of Oregon. Together with an undivided interest in and to the common elements appertaining to said unit as set forth in the Declaration of Unit Ownership made pursuant to the Oregon Condominium Act, recorded February 1, 1980, Recording Number 1416 page 1755, as amended by instrument recorded May 13, 1980 in Book 1440; Page 2240, Fee No. 80-036945; amended May 2, 1983 in Book 1661 page 1621, Fee 83-027217; and amended by instrument recorded October 13, 1999, Fee No. 99-190337.

Exhibit B

1. Any adverse claim based upon the assertion that:
  - A) Some portion of said land has been brought within the boundaries thereof by an avulsive movement of the Willamette River or has been formed by accretion or reliction to any such portion.
  - B) Some portion of said property has been created by deposit of artificial fill.And Excepting;
  - C) The rights of the public and governmental bodies for fishing, navigation and commerce in and to any portion of the premises herein described, lying below the high water line of the Willamette River.
  - D) The right, title and interest of the State of Oregon in and to any portion lying below the high water line of Willamette River.
2. Easement, including the terms and provisions thereof,  
To: Multnomah County by East Side Mill and Lumber Company, an Oregon corporation, et al.  
Recorded Date: February 19, 1924  
Recording Number: 374050 Book 958 Page 165  
For: bridge and viaduct  
Affects: Northerly portion of common elements
3. Easement, including the terms and provisions thereof,  
To: Portland Gas and Coke Company, an Oregon corporation  
Recorded Date: January 15, 1926  
Recording Number: Book 1039 page 74  
For: Gas pipe or main  
Affects: Strip of indefinite width in the Northwesterly portion of common area
4. Easement, including the terms and provisions thereof,  
From: Directors, Inc., an Oregon corporation  
To: Portland General Electric Company, an Oregon corporation  
Recorded Date: September 29, 1959  
Recording Number: 40956 Book 1976 Page 458  
For: Utility purposes  
Affects: Strip of indefinite width in the Southeasterly part of common area
5. Covenants, conditions and restrictions contained in Ordinance No. 131764 of the City of Portland, including the terms and provisions thereof,  
Recorded Date: April 6, 1971  
Recording Number: 60982 Book 780 Page 1340, amended by Ordinance No. 132271 of the City of Portland, a copy of which is recorded April 6, 1971 in Book 780, Page 1345
6. Easement for existing public utilities in vacated street area and the conditions imposed thereby,

By: Ordinance No. 131764, recorded April 6, 1971 in Book 780 page 1340  
Street Name: Vacated street

7. Agreement, including the terms and provisions thereof,  
Between: Steak and Ale Restaurants of America, Inc., a Delaware corporation  
And: Sellwood Development Co., Inc.  
Recorded Date: July 27, 1978  
Recording Number: 69033 Book 1282 Page 1994  
For: restricts development in small portion of common areas in the Northerly portion of said plat
8. Conditions and restrictions contained in Ordinance No. 146224 of the City of Portland, including the terms and provisions thereof,  
Recorded Date: August 2, 1978  
Recording Number: 60873 Book 1284 Page 903  
(pertains to development of condominium project)
9. Conditions and restrictions contained in Conditional Use CU67 -77 of the City of Portland, including the terms and provisions thereof,  
Recorded Date: August 9, 1978  
Recording Number: 63020 Book 1285 Page 2666  
(pertains to development of condominium project)
10. Conditions and restrictions contained in Ordinance No. 146019 of the City of Portland, including the terms and provisions thereof,  
Recorded Date: August 22, 1978  
Recording Number: 68771 Book 1289 Page 738  
(pertains to development of condominium project)
11. Easement, including the terms and provisions thereof,  
From: Fuhrman Land Co., a Washington corporation and LFC, Inc., a Washington corporation  
To: Charles F. Larson, Jr.  
Recorded Date: January 25, 1979  
Recording Number: 6039 Book 1326 Page 624  
For: utility purposes
12. Easement, including the terms and provisions thereof,  
From: F & L Development Company, a joint venture consisting of Fuhrman Land Co., a Washington corporation, and LFC, Inc., a Washington corporation  
To: Sellwood Harbor Condominium, a joint venture consisting of Fuhrman Land Co., a Washington corporation, et al.  
Recorded Date: August 23, 1979  
Recording Number: 65073 Book 1377 Page 425  
For: storm sewer  
Affects: this easement is appurtenant to condominium property
13. Easement, including the terms and provisions thereof,

From: F & L Development Company, a Joint venture consisting of Fuhrman Land Co. and LFC, Inc.

To: Sellwood Harbor Condominiums, a joint venture consisting of Fuhrman Land Co., et al.

Recorded Date: August 23, 1979

Recording Number: 65074 Book 1377 Page 430

For: ingress and egress

Affects: common area

14. Easement Agreement, including the terms and provisions thereof,  
From: F & L Development Company, a joint venture consisting of Fuhrman Land Co. and LFC, Inc.  
To: Sellwood Harbor Condominiums, a joint venture consisting of Fuhrman Land Co., et al.  
Recorded Date: August 23, 1979  
Recording Number: 65075 Book 1377 Page 435  
For: ingress and egress  
Affects: common area
15. Easement, including the terms and provisions thereof,  
From: F & L Development Company, a joint venture consisting of Fuhrman Land Co. and LFC, Inc.  
To: Sellwood Harbor Condominiums, a joint venture consisting of Fuhrman Land Co., et al.  
Recorded Date: August 23, 1979  
Recording Number: 65076 Book 1377 Page 440  
For: pedestrian ingress and egress  
Affects: common area
16. Agreement, including the terms and provisions thereof,  
Between: Fuhrman Land Co., a Washington corporation, et al.  
And: Sellwood Harbor Condominiums, a joint venture  
Recorded Date: October 16, 1979  
Recording Number: Book 1391 Page 1933  
For: maintenance 25 foot roadway
17. Easement, including the terms and provisions thereof,  
From: Sellwood Harbor Condominiums, a joint venture consisting of Fuhrman Land Co., a Washington corporation, et al.  
To: Portland General Electric Company, an Oregon corporation  
Recorded Date: December 11, 1979  
Recording Number: Book 1405 Page 143  
For: underground electric power lines  
Affects: common area
18. Covenants, Conditions and Restrictions, including the terms and provisions thereof, contained in document,  
Executed By: Sellwood Harbor Condominiums and F & L Development Company to City of Portland

Recorded Date: December 11, 1979  
Recording Number: 96920 Book 1405 Page 375

But omitting any covenant or restriction based upon race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, disability, ancestry or source of income unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons and omitting restrictions, if any, based on limitations on facilities authorized under the provisions of ORS 443.400 to 443.455 (Residential Facilities and Homes) or 443.705 to 443.825 (Adult Foster Homes).

19. Covenants, Conditions and Restrictions, including the terms and provisions thereof, contained in document.  
Executed By: Sellwood Harbor Condominiums and F & L Development Company to the City of Portland  
Recorded Date: December 11, 1979  
Recording Number: 96926 Book 1405 Page 390

But omitting any covenant or restriction based upon race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, disability, ancestry or source of income unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons and omitting restrictions, if any, based on limitations on facilities authorized under the provisions of ORS 443.400 to 443.455 (Residential Facilities and Homes) or 443.705 to 443.825 (Adult Foster Homes.)

20. Easement, including the terms and provisions thereof,  
From: Sellwood Harbor Condominiums, a joint venture consisting of Fuhrman Land Co., et al.  
To: City of Portland  
Recorded Date: December 11, 1979  
Recording Number: 96927 Book 1405 Page 400  
For: water mains, service vaults, metering devices and fire hydrants  
Affects: common area

21. Easement, including the terms and provisions thereof,  
To: City of Portland  
Recorded Date: December 11, 1979  
Recording Number: Book 1405 page 407  
For: Maintain a water main, service vault and metering devices

22. Restrictions, but omitting restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said restriction is permitted by applicable law, as shown on that certain plat.



Name of Plat: Sellwood Harbor Condominium/Sellwood Harbor Condominium Plat Amendment  
Recording Date: February 1, 1980  
Recording No: Plat Book 1213, Page 2, amended by Plat recorded October 13, 1999  
Plat Book 1244, Page 21-23

23. Covenants, Conditions and Restrictions, including the terms and provisions thereof, contained in document, including the right to levy certain charges or assessments against the subject property.

Executed By: Sellwood Harbor Condominiums, a joint venture  
Dated: February 1, 1980  
Recorded Date: February 1, 1980  
Recording Number: 80-007753-80-007754, Book 1416 Page 1755, amended May 13, 1980 in Book 1440, Page 2240, Fee No. 80-036945; amended May 2, 1983 in Fee 83-027217, Book 1661 page 1621; amended by instrument recorded October 13, 1999, Fee No. 99-190337  
For: Declaration of Unit Ownership  
Association Name: Sellwood Harbor Condominium Association

Architectural Modification Agreement recorded August 7, 2001, Fee No. 2001-122793 (Affects Unit C-1)  
Architectural Modification Agreement recorded August 27, 2002, Fee No. 2002-151498 (Affects Unit E-1)  
Architectural Modification Agreement recorded March 28, 2002, Fee No. 2002-055475 (Affects Unit B-6)

But omitting any covenant or restriction based upon race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, disability, ancestry or source of income unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons and omitting restrictions, if any, based on limitations on facilities authorized under the provisions of ORS 443.400 to 443.455 (Residential Facilities and Homes) or 443.705 to 443.825 (Adult Foster Homes.)

24. Request for Notification, including the terms and provisions thereof,  
Filed By: Sellwood Harbor Condominium  
Recorded Date: December 21, 1982  
Recording Number: 70908 Book 1634 Page 1473
25. Amended and Restated By-Laws of Sellwood Harbor Condominiums, including the terms and provisions thereof,  
Filed By: Sellwood Harbor Condominiums  
Recorded Date: August 25, 2009, Fee No. 2009-121833