

RESOLUTION NO. 861

A RESOLUTION APPROVING REQUEST FOR REAPPORTIONMENT OF AN ASSESSMENT IN LID #5 - TAX LOT 411 IN LID #5.

WHEREAS, the city staff has prepared a report on the above captioned subject which is attached hereto as Exhibit "A"; and

WHEREAS, the City Council has duly considered the subject and the recommendation(s) contained in the staff report; and

WHEREAS, interested parties, if any, have had an opportunity to be heard on the subject.

NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. That the Wilsonville City Council does hereby adopt the staff report attached hereto as Exhibit "A", with the recommendation(s) contained therein and further instructs that action appropriate to the recommendation(s) be taken.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 5th day of August, 1991 and filed with the Wilsonville City Recorder this date.



GERALD A. KRUMMEL, Mayor

ATTEST:



VERA A. ROJAS, CMC. City Recorder

SUMMARY of Votes:

Mayor Krummel	<u>AYE</u>
Councilor Chandler	<u>AYE</u>
Councilor Carter	<u>AYE</u>
Councilor Lehan	<u>AYE</u>
Councilor Van Eck	<u>AYE</u>

Amended Recommendation to Exhibit "A" - CB-R-537-91

RECOMMENDATION:

I recommend that the above reapportionment be approved subject to the applicant bringing the assessments current or fully paid at the time of the pending sale and contemplated escrow closing, which is to occur within the next 90 days.

MEMORANDUM

FINANCE DEPT

EXHIBIT "A"

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: RAY SHORTEN, FINANCE DIRECTOR

DATE: AUGUST 5, 1991

**RE: REQUEST FOR REAPPORTIONMENT OF AN
ASSESSMENT IN LID #5 - TAX LOT #411**

I have received an application from Jerry Crispe to reapportion an assessment in LID #5 concerning Tax Lot #411, Section 13, Township 3 South, Range 1 West of the Willamette Meridian, County of Clackamas, Wilsonville, Oregon.

The reapportionment request was filed in accordance with City Ordinance #350. The purpose of this reapportionment is to create three parcels of land from Tax Lot #411. The assessment on this property is delinquent.

I understand an escrow closing is currently scheduled for the sale of the reapportioned Parcel 3. This reapportionment is contingent upon approval of the total assessment payments being brought current at closing.

The reapportionment of this assessment will coincide with a request for a minor land partition currently being processed through the City's Planning Dept.

The parcel to be reapportioned fronts improved streets.

The reapportionment of the assessment will be made on a pro-rata acreage basis. The relative values, area, and frontage on public streets are proportionate to the proposed reapportionment, so there should be no impairment to the security of the City or the holders of the Bancroft bonds.

I have attached a map showing the parcel involved and the acreage of each.

The principal balance on the assessment equals \$129,690.36, with the total acreage being 3.56 acres. Assessment per acre calculates to \$36,429.88 (assessment/acreage).

Reapportionment:

Parcel 1	2.06 acres
Assessment Parcel 1	\$75,090.72
Parcel 2	1.08 acres
Assessment Parcel 2	\$39,296.18
Parcel 3	.42 acres
Assessment Parcel 3	<u>\$15,303.46</u>
	\$129,690.36

A notice of consideration of reapportionment by Council has been sent to all parties involved.

RECOMMENDATION:

I recommend that the above reapportionment be approved.



City of
WILSONVILLE
In OREGON

30000 SW Town Center Loop E • PO Box 220
Wilsonville, OR 97070
(503) 682-1011

CERTIFICATION OF ASSESSMENTS AND LIENS

"It is the policy of the City of Wilsonville that no permits of any kind shall either be issued or application processed for any applicant who owes or for any property for which there is any payment which is past due owing to the City of Wilsonville until such time as said sums owed are paid." (Resolution No. 796)

Project/Property Address: CORNER OF VLAHOS DR. AND TOWN CENTER LOOP EAST

aka Tax Lot(s) 411 on Map(s) See 13-1W-3S

Applicant: NORTHWEST COMMERCIAL INVESTMENTS PARTNERSHIP

(Please Print)

Address: C/O LABELGRAPHICS, INC.

6700 SW BRADBURY CT. PORTLAND, OR 97224

Property Owner: NORTHWEST COMMERCIAL INVESTMENTS PARTNERSHIP

(Please Print)

Address: (SAME AS ABOVE)

In reference to the above, the City of Wilsonville records show that the following amount is due to the City:

\$137,129.38 = Full pmd. () Current (✓) Not Current

Comments: Local Improvement Dist. #5

Principal Bal. 129,690.36 + Int. through 6-8-91 = \$7439.02

OR La being current - Principal Bal = 43,230.10 + Int. 7439.02

Total \$ 50,669.12

\$ 24.57 per diem Dated this 8th day of July, 1991

(SEE SPECIAL AGREEMENT * Rosemarie Peddicord
ON L.I.D. #5 PAYMENTS) Finance Department

(This certification shall be null and void 120 days following the finance department date of signature.)

APPARENTLY a sale of a portion of this property is pending a minor partition + reapportionment. Sale proceeds will be used to pay on overdue assessments. OK to process.

Roy Shuter

"Serving The Community With Pride"

Northwest



Company

Commercial Development

July 23, 1991

To: Ray Shorten

1. Legal description is being devised by Lane Caswell Surveyors, Inc. pending your partition approval.

2. Lon D. Martin
6700 SW Bradbury Ct
Portland, OR 97224

Jerry Crispe
6700 SW Bradbury Ct.
Portland, OR 97224

3. Verify -through Wayne Sorenson and Ray Shorten. Partition documents submitted.

4. Attached

5. Copy of Earnest Money showing Parcel 2 & 3 valued at \$ 245,025 or \$ 3.75 per sq. ft.

Parcel 3 = 11.8% of total s.f. or 18,340 s.f.
18,340 s.f. x \$ 3.75 per s.f. = \$ 68,775.
11.8% of LID total assessment = \$ 15,303.

Parcel 2 = 30.3% of total s.f. or 47,000 s.f.
47,000 s.f. x \$ 3.75 per s.f. = \$ 176,250.
30.3% of LID total assessment = \$ 53,404.

~~53,404.~~
\$39,296.18


Jerry Crispe

ASSESSMENT REAPPORTIONMENT APPLICATION


APPLICATION TO REAPPORTION AN ASSESSMENT IN A LOCAL IMPROVEMENT
DISTRICT WITHIN THE CITY LIMITS OF WILSONVILLE, OREGON

City of Wilsonville Ordinance #350 Section #3.209 (copy attached) outlines the requirements necessary to initiate a reapportionment of an existing LID assessment.

To assure that your application can be adequately processed, please sign and return this form and include the following items to satisfy your requirements for reapportionment.

1. A legal description of each parcel of land into which the property is proposed to be divided.
2. The complete name and address of each of the owners and other parties having an interest in such property.
3. Verification that an application to partition the property involved has been initiated through the City of Wilsonville Planning dept.
4. A survey map showing tax lot #'s, acreage of each parcel and approximate location of tax lot being reapportioned.
5. Verification that each partitioned parcel of property will have a value of two times the proposed reapportioned assessment of the parcel.

All of the items above are provided with this application and I hereby apply to reapportion Tax Lot 411 in accordance with Ordinance #350.



(Signature of Applicant)

7-24-91

Date of Application

3.290 Reapportionment of assessments. (1) Property in single ownership at the time of the initial hearing at which the City acquires jurisdiction to perform a public improvement need not be divided by the City for the purpose of levying assessments except when the City received actual notice of the division of ownership of such property prior to the enactment of the assessment ordinance. After an assessment has been levied upon contiguous property in single ownership as provided in this section, there shall be no division or reapportionment of the assessment lien except under the following procedure:

- (a) The owner of all or any portion of a parcel of contiguous land subject to a single assessment may make application to the Finance Director for a division and reapportionment of the assessment; and such application shall contain a legal description of each parcel of land into which the property is proposed to be divided together with the name and address of each of the owners and other parties having an interest in such property.
- (b) The Finance Director shall prepare a written report reapportioning the assessments within fifteen (15) working days of receipt of the application with recommendations to the City Council. The Finance Director shall mail the report to each owner or party having an interest in the property being reapportioned and shall include notice of the time that the City Council shall hear the recommendations.
- (c) The Finance Director shall make no recommendation for a reapportionment of an assessment which will impair the security of the City for collection of the assessments upon the property, and the Finance Director may recommend to Council conditions upon such reapportionments for the protection of the City.
- (d) The City Council by resolution shall adopt, modify, or deny the recommendations made by the Finance Director on reapportionment.

ITEM # 5

EXHIBIT "A"

(To be attached to and become a part of the Earnest Money Receipt [EMR] dated June 6, 1991 by and between Terrence A. Clark and/or his assigns [Buyer] and Northwest Commercial Investment Partnership [Seller])

1 GENERAL PROVISIONS/CONTINGENCIES: (A) This 6/6/91 EMR totally replaces all previous agreements and/or understandings between Buyer and Seller. (B) This EMR is subject to and contingent upon the review and approval of Seller's attorney PRIOR to the date Buyer is required to convert the \$2,000.00 note to cash as called for herein. (C) This EMR is null and void and of no further force or effect if not accepted by Buyer on or before 5:00 p.m. on Tuesday, June 11, 1991. (D) This EMR is subject to and contingent upon Seller's review and approval of Buyer's financial statement.

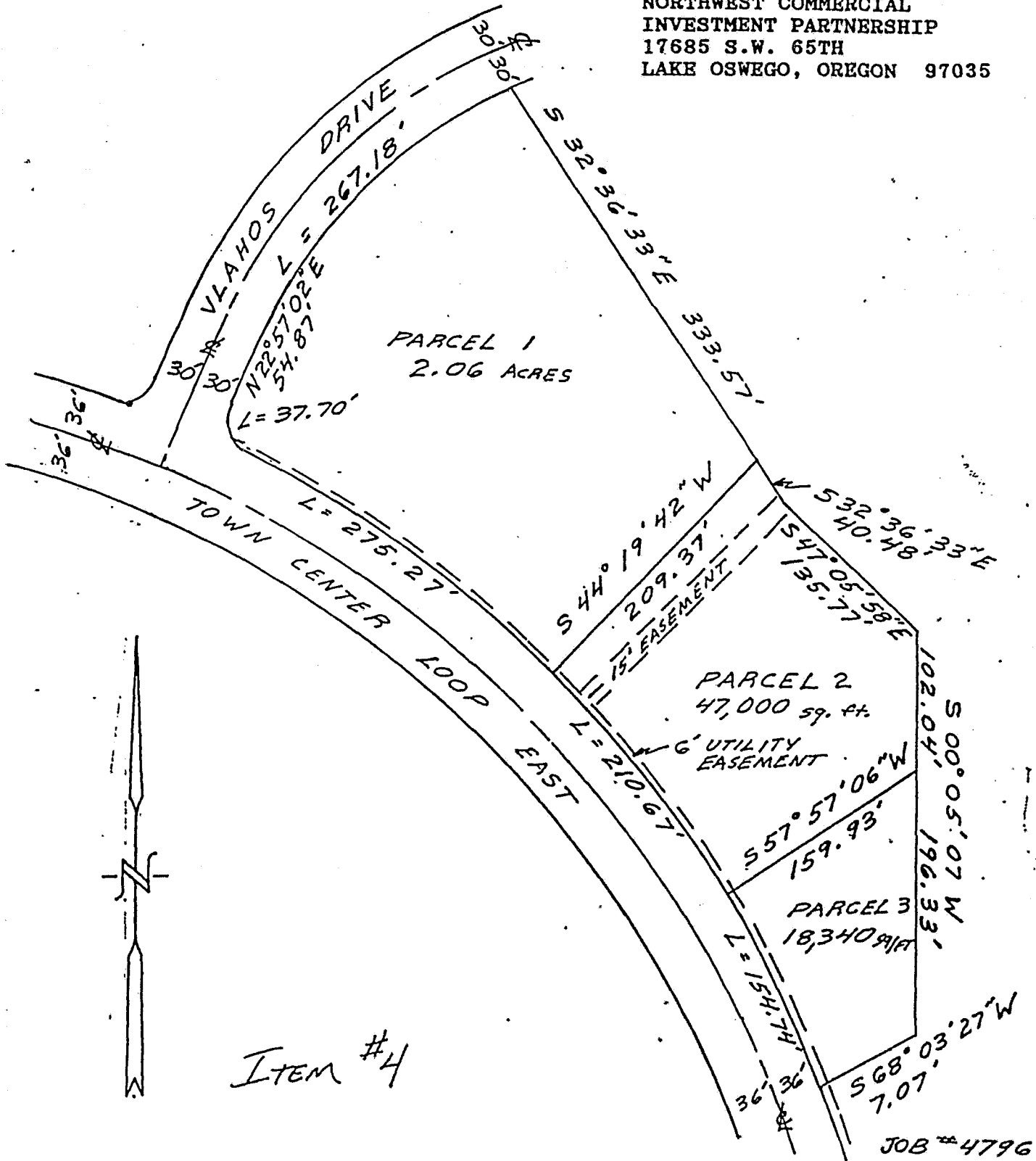
2. DESCRIPTION OF PROPERTY: The southeast 1.50 acre portion of the 3.56 acre parcel on Town Center Loop East known as Tax Lot 411, Section 13, T3S, R1W, WM, City of Wilsonville, County of Clackamas, State of Oregon. The 3.56 acre parcel shall FIRST be divided into two (2) parcels with the northwest portion (that portion adjacent to both Town Center Loop East and Vlahos Drive) being approx. 2.06 acres in size and the southeast portion (with frontage on Town Center Loop East) being 1.50 acres in size. The dividing line between the two parcels shall be a line which is perpendicular to the chord of the arc along which Town Center Loop East curves. Hereinafter, the 1.50 acre parcel shall be referred to as the "Subject Property". Since it is Buyer's intent to obtain a "deed release" of the southerly 18,340 sq. ft. of the Subject Property (per provisions outlined in Paragraph "9" below), Seller agrees to further divide the 1.50 acre Subject Property into two parcels of the following sizes: The northerly portion of the 1.50 acre Subject Property shall be 47,000 sq. ft. and the southerly portion shall be 18,340 sq. ft. with the dividing line between these two parcels to be created by the line which is perpendicular to the chord of the arc along which Town Center Loop East curves. The exact legal description for each of the parcels to be created is to be determined by survey.

3. SURVEY/PARTITION: Upon Seller's receipt of written confirmation of Buyer's acceptance of this EMR, Seller shall immediately order a boundary survey for the Subject Property. As soon as is reasonably possible, Seller shall provide Buyer with a copy of said survey. Also, prior to or upon receipt of the survey, Seller shall apply for and obtain* the necessary governmental approvals for a minor partition. *(Seller shall NOT be required to pay off the existing L.I.D. encumbrance of approx. \$40,560.00 until closing. This delay in paying off the L.I.D. may cause a minor delay in the closing of this transaction; however, it is understood that Seller intends to use the proceeds from closing to make the approx. \$40,560.00 payment. In the event Seller is NOT able to partition the property as called for herein, Buyer's earnest money [the entire amount submitted as of the date involved] shall be returned to Buyer forthwith and neither Buyer nor Seller shall have any additional claim against the other.) Said survey and minor partition shall be obtained at Seller's sole cost and expense.

4. EASEMENTS/UTILITIES/ACCESS: When L.I.D. #5 was completed, ALL utilities were put into place by the L.I.D. #5 contractor under the City's supervision. In a similar

PROPOSED MINOR PARTITION
 IN
 PARCEL ONE
 MINOR PARTITION PLAT NO. 1990-114
 SW1/4 SECTION 13 T3S, R1W, W.M.
 CITY OF WILSONVILLE
 CLACKAMAS COUNTY, OREGON
 SCALE: 1"=100' JUNE 19, 1991

NORTHWEST COMMERCIAL
 INVESTMENT PARTNERSHIP
 17685 S.W. 65TH
 LAKE OSWEGO, OREGON 97035



ITEM #4

JOB # 4796

EARNEST MONEY RECEIPT

This is a legally binding contract.
If not understood, seek competent advice.
June 6 1991

City Portland State Oregon

RECEIVED FROM TERRENCE A. CLARK AND/OR ASSIGNS (Assigns defined per Paragraph "8", Exhibit "A")

(hereinafter called "purchaser") the sum of TWO THOUSAND AND NO/100 Dollars (\$ 2,000.00)
in the form of NOTE as earnest money and in part payment for the purchase of the following described real estate situated in the City of Wilsonville
County of Clackamas, State of Oregon, to-wit: The south 1 1/2 acres of Tax Lot 411, Section 13, T3S, R1W, WM as is defined in Paragraph "2", Exhibit "A". (NOTE: Exhibit "A" is attached hereto and by its reference is made a part hereof.)

for the sum of TWO HUNDRED FORTY-FIVE THOUSAND TWENTY-FIVE AND NO/100 Dollars (\$ 245,025.00)
on the following terms, to-wit: The sum, hereinabove recited for, of TWO THOUSAND AND NO/100 Dollars (\$ 2,000.00)
{ on an owner's acceptance. (Strike whichever not applicable)
{ on acceptance of title and delivery of deed (Strike whichever not applicable)
contract, the sum of SEVENTY-THREE THOUSAND AND NO/100 Dollars (\$ 73,000.00)
Balance of ONE HUNDRED SEVENTY THOUSAND TWENTY-FIVE AND NO/100 Dollars (\$ 170,025.00)
payable as follows: On contract per terms and provisions outlined in Exhibit "A".

NOTE: SELLER'S AGREEMENT TO SELL THIS PROPERTY IS CONDITIONED PER THE LETTER DATED JUNE 6, 1991, FROM TERRY N. TOLLS TO CHUCK LEWIS AND SAID LETTER IS ATTACHED HERETO AND BY ITS REFERENCE IS MADE A PART HEREOF (Hereinafter referred to as the "6/6/91 Letter").

- 1. If this transaction includes dwelling units, purchaser and seller certify that a working smoke detector shall be installed in each such unit according to applicable law, prior to closing.
- 2. A title insurance policy from a reliable company insuring marketable title is to be furnished purchaser in due course at seller's expense; preliminary to closing, seller shall furnish a title insurance company's preliminary title report showing its willingness to issue title insurance, which shall be conclusive evidence as to seller's record title.
- 3. It is agreed that if seller does not approve this sale within the period allowed broker below in which to secure seller's acceptance, or if the title to the said premises is not insurable or marketable, or cannot be made so within thirty days after notice containing a written statement of defects is delivered to seller, the said earnest money shall be refunded. But if said sale is approved by seller and title to the said premises is insurable and purchaser neglects or refuses to comply with any of said conditions within ten days after the said evidence of title is furnished and to make payments promptly, as hereinabove set forth, then the earnest money herein receipted for and additional earnest money, if any, shall be forfeited and disposed of as stated in Section F below and this contract thereupon shall be of no further binding effect.
- 4. The property is to be conveyed by good and sufficient deed free and clear of all liens and encumbrances except zoning ordinances, building and use restrictions, reservations in federal patents, easements of record and items of record which purchaser reserves the right to approve.
- 5. All irrigation, plumbing, ventilating, cooling and heating fixtures and equipment (including sicker and oil tanks but excluding fireplace fixtures and equipment), water heaters, light fixtures, bulbs and lamps, bathroom fixtures, venetian blinds, drapery and curtain rods, window and door screens, storm doors and windows, attached floor coverings, attached television antenna, all shrubs and trees and all fixtures except none

are to be left upon the premises as part of the property purchased. The following personal property is also included as a part of the property for said purchase price: none
6. Pro rates for current tax, year, rents, interest, premiums for existing insurance and other matters shall be made as of the date of closing, date of possession. Date of closing is Per Exhibit "A" on closing
Interest or assessment thereon which is attributable to periods before closing, but the due date for payment of which has been deferred, shall be paid by purchaser seller. Encumbrances to be discharged by seller may be paid at his option out of purchase money or date of closing. SELLER AND PURCHASER AGREE THAT SUBJECT SALE WILL BE CLOSED IN ESCROW. THE COST OF WHICH SHALL BE BORNE CO-EQUALLY BETWEEN SELLER AND PURCHASER.
7. 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. Purchaser is buying this property on purchaser's own examination only, and not on any representations of the seller or seller's agent.
8. Time is the essence of this contract. This contract is binding upon the heirs, executors, administrators, successors and assigns of buyer and seller. However, the purchaser's rights herein are not assignable without written consent of seller. In any suit or action brought on this contract, the losing party herein agrees to pay the prevailing party therein (1) the prevailing broker's reasonable attorney's fees in such suit or action, to be fixed by the trial court, and (2) on appeal, if any, similar fees in the appellate court, to be fixed by the appellate court.
Address 10175 S.W. Barbur Blvd. #312B C.E. Lewis & Associates Listing Broker Selling Broker
Portland, OR 97219 Phone 246-5662 By _____

AGREEMENT TO PURCHASE June 11 1991 Per Exhibit "A"

I hereby agree to purchase the above described property in its present condition, for the price and on the terms set forth above and grant to said broker a period of _____ days hereafter to secure seller's acceptance hereof, during which period my offer shall not be subject to revocation. I acknowledge delivery of an executed copy of this earnest money receipt which I have read and understood; said deed or contract to be in the name of To be provided prior to closing
Address 8890 Holly Lane, Suite B Terrence A. Clark 6-11-91 Purchaser
Wilsonville, OR 97070 Phone 682-0431 Terrence A. Clark Purchaser

C. PURCHASER'S AND SELLER'S AGREEMENT RE DEPOSIT OF EARNEST MONEY June 6 1991
The Earnest Money deposit in this transaction of \$ 2,000.00 in the form stated above shall be deposited in the Client's Trust Account of the Broker, indicated above until this offer is accepted, whereupon the parties agree and direct that such funds be deposited in escrow with Transamerica Title Insurance Co., 555 S.W. Oak St., Plaza Level Address Portland, OR 97204 (per Exhibit "A")
to be held pending closing of this transaction pursuant to the attached escrow instructions.
Terrence A. Clark 6-11-91 Purchaser Northwest Commercial Investment Partnership Seller

D. subject to the conditions outlined in the 6/6/91 Letter June 6 1991
I hereby approve and accept the above sale for said price and on said terms and conditions and agree to ratify the same as stated.
Seller's Address 17685 S.W. 65th, Lake Oswego, OR 97035 Northwest Commercial Investment Partnership Seller
Phone 620-0520

E. Deliver promptly to purchaser, either manually or by registered mail, a copy hereof showing seller's acceptance.
Purchaser acknowledges receipt of the foregoing instrument bearing his signature and that of the seller
Date _____ Purchaser _____ Seller _____
Time _____ Purchaser _____ Seller _____
Copy hereof showing seller's signed acceptance sent purchaser by registered mail to purchaser's above address. (Return receipt requested) on _____, 19____, Return receipt card received and attached to broker's copy. _____, 19____

F. 50/50 Co-op Tolls/Lewis SELLER'S CLOSING INSTRUCTIONS AND AGREEMENT WITH BROKER RE FORFEITED EARNEST MONEY June 6 1991
I, the seller whose signature appears below, agree to pay to said broker a fee amounting to \$ _____ of the sales price for services rendered in this transaction and hereby grant to said broker a lien on the proceeds of the sale to secure payment of said fee. In the event that the purchaser's deposit is forfeited pursuant to sub-paragraph J, above, said forfeited deposit shall be dispersed in accordance with the terms and conditions set forth in the listing agreement, or in the event it is not stated or there is no signed listing agreement, then in the following manner: 100% to Seller
Seller acknowledges receipt of an executed copy of this contract, which seller has read and understands, bearing signatures of seller and purchaser named above.
T.N. Tolls Company, P.O. Box 577, Portland, OR 97207 Seller
By Northwest Commercial Investment Partnership Seller

If this is a Co-op transaction between Listing and Selling Broker, the commission is based on the following: Listing Broker 50 Selling Broker 50 Listing Broker's Initials _____ Selling Broker's Initials _____