

REAL ESTATE OPTION

GRANTOR _____ MAIL ADDRESS 16281 S. Oak Tree Terrace
Lowell Gene Wittke

GRANTOR _____ MAIL ADDRESS Oregon City, Oregon 97045
Judy Ann Wittke

_____ MAIL ADDRESS _____

AGENT OF GRANTOR _____ MAIL ADDRESS _____

IN CONSIDERATION of the payment of one dollar (\$1.00) by the _____
_____ City of Portland, hereinafter referred to
as City, to the undersigned, the receipt of which is hereby acknowledged by the undersigned, and
in consideration of the plans and purpose of the City to use, develop, operate and sell the real prop-
erty hereinafter described for private or public purposes, and in consideration of the hereby acknowledged
benefit that will inure thereby to the undersigned or to the public, whether tangible or not, we the under-
signed, jointly and severally, for ourselves and our heirs, executors, administrators, successors and assigns,
hereby give and grant to the City upon the terms and conditions hereinafter stated, the option to buy
the following described real property in the City of Portland, County of Multnomah and State of Oregon, to-wit:

Lot 7, Block 5, GIESE ADDITION, City of Portland,
County of Multnomah, State of Oregon

for the sum of Twenty-three thousand and no/100 Dollars (\$ 23,000.00)

to be paid as follows: Twenty-three thousand and no/100 Dollars (\$ 23,000.00)
on April 15, 1981.

upon conveyance of marketable title and delivery of a title insurance policy to the City as hereinafter
provided; and _____ Dollars (\$ _____)
upon delivery of possession to and acceptance by the City as hereinafter provided.

please
initial

The City shall have the irrevocable right at any time within until April 1, 1981,
~~from date hereof~~ to elect to purchase under this option. Such election to purchase shall be made by the
City delivering to the undersigned, or by mailing by registered mail at any United States post office
to the undersigned, addressed as follows:

Lowell Wittke
16281 S. Oak Tree Terrace
Oregon City, Oregon 97045

written notice of such election. Such notice shall be deemed to have been given the day of such delivery, or
the day following such mailing by registered mail. Upon the giving by the City of such notice, the
undersigned agree AT OUR OWN EXPENSE AND WITHIN TEN (10) DAYS OF THE GIVING OF
SUCH NOTICE TO:

(1) Convey said property with appurtenances, hereditaments and tenements to the City by
Warranty Deed in such name as it may prescribe, with proper documentary stamps affixed thereto, free and
clear of all liens and encumbrances, rights of possession, claims to rights of possession, and recorded and/or
unrecorded leasehold interests, except building restrictions of record and zoning ordinances, and quitclaim all
right, title and interest which the undersigned may have in any alleys, roads, streets, ways, strips, easements,
gores or rights of way abutting or adjoining said property and in any means of ingress or egress appurtenant
to said property, and subject, however, to easements of record.
will furnish

(2) ~~XXXXXX~~ City / an owner's policy of title insurance in the amount of said purchase
price prepared by Pioneer National Title Insurance Co. (Lee Dayton, Escrow Officer)
insuring the City as fee simple owner of said property free and clear of all liens and encumbrances
except said building restrictions of record and zoning ordinances.

Please
initial

GRANTOR WILL:

(3) Pay all delinquent taxes and assessments against said property for the preceding tax years, and pay
proportional part of current real property taxes prorated as of date of closing of escrow.

(4) Pay all water bills charged to the property as of date of closing of escrow.

(5) Deliver to the City possession of said property at the closing of escrow, provided that with
respect to property or portion thereof which the undersigned occupies for his own use, possession of such
occupied property or portion shall be delivered to the City within one (1) day* of closing
of escrow.

(6) ~~Deliver to the City or its order a full set of keys for property, including outside keys and
separate keys for each apartment or compartment, if applicable, and furnish the City complete list of
tenants, amounts of rents paid by each, dates rents are due, amounts paid in advance, all advance rents to be
prorated as of date of closing of escrow.~~

JAW
JAW

The purchase hereunder will be closed in an escrow, and the escrow fee shall be paid by the purchaser. The undersigned hereby authorize Lowell Wittke and Judy Ann Wittke to sign the escrow instructions or amendments thereto, or any other statements required by the City other than Warranty Deed on behalf of all sellers in this transaction.

In the event that any portion of this property is vacant at the date of notification of the acceptance of this option by the City or becomes vacant subsequent thereto, the undersigned agree not to re-rent or re-lease such vacated or vacant property.

It is specifically understood and agreed that the real property herein agreed to be conveyed, unless stated to the contrary herein, includes all structures, buildings, fixtures, trees, shrubbery and all other real property improvements of every nature whatsoever which are on the said property, and the undersigned agree to keep the same in good condition without waste, damage or destruction prior to delivery of possession thereof to the City.

Sale is subject to approval of City Council by Ordinance.

Seller reserves the right to cancel all agreements and terminate the sale if the sale is not closed on or before April 15, 1981.

The undersigned agree that loss or damage to the property by fire or other casualty shall be at the risk of the undersigned until the title to the land and deed to the City shall have been accepted by the City; and in the event that such loss or damage occurs, the City may, without liability, refuse to accept conveyance of title. Or, in the event of loss or damage to said property from fire, which property is covered by insurance held by or on behalf of the undersigned or in which the undersigned may have rights, the City may elect to take the proceeds from said insurance upon exercise of this option, and the undersigned shall assign such proceeds to the City which proceeds shall be applied to reduce the sale price of the property by amount of such proceeds.

~~In the event the City does not deposit the purchase price with the escrow holder within a period ending 4/15/81 days from date hereof, this option shall remain in force thereafter until the undersigned shall terminate this option by giving thirty (30) days prior written notice to the City of such termination.~~ *LSW*

The undersigned agree that the City may, at its election, and notwithstanding the City's prior election to purchase under this option, acquire title to said land or any portion thereof or any interest therein, by condemnation or other judicial proceedings, in which event the undersigned agree to cooperate with the City in the prosecution of such proceedings and also agree that the said purchase price shall be the full amount of the award of just compensation, including interest, for the taking of said property, and that any and all awards of just compensation that may be made in the proceedings to any defendant shall be payable and deductible from the said purchase price.

Entry by the City its employes or agents, upon said property for the purpose of inspection or survey or any slight or inadvertent entry without material damage or injury to the realty, or without the exercise of dominion thereover to the exclusion of the undersigned, shall not be construed as a final election to close this option.

It is further agreed that no statements, expressions of opinion, representations or agreements of any nature whatsoever, not herein expressly stated, made by any representative or agent of the City shall be binding on, or of any effect against, the City.

The undersigned expressly acknowledge that all items of damages, all sums of money to be paid, and all things to be done by the City are included in this option. All claims for damages, injury, or loss on account of failure to close this option are, hereby, expressly waived by the undersigned. The undersigned agree that they shall have no claim or cause of action against the City or any of its employes except such as may arise by reason of this agreement.

If the undersigned shall fail, due to fault or neglect of the undersigned, to comply with the provisions of this option, and suit or action is instituted by the City to enforce the same or to condemn the property, the undersigned agree to pay, in addition to the costs and disbursements provided by statute, such additional sum as the Court may adjudge reasonable for attorney's fees to be allowed in said suit or action.

Dated this 26th day of March, 1981.

Lowell Anne Wittke (SEAL)

Judy Ann Wittke (SEAL)

WITNESSES:

Geraldine M. Satta (SEAL)

APPROVED AS TO FORM

PDC-RE-1

Christopher P. Thomas TRW

CITY ATTORNEY

ORDINANCE No. 151346

An Ordinance authorizing the exercise of a real estate option for a parcel of land located in southeast Portland for Bureau of Parks and Recreation purposes for a price of \$23,000 plus closing costs, authorizing the the transfer of \$23,500 within the General Fund from General Fund Operating Contingency to the Bureau of Parks and Recreation, authorizing the drawing and delivery of warrants, and declaring an emergency.

Section 1. The Council finds:

1. It is necessary and desirable to acquire vacant land in the land acquisition program for Sewallcrest Park. The lot being purchased is one of the last two remaining lots and is described as lot 7, Block 5, GIESE ADDITION.
2. The management and programming of Sewallcrest Park will be made more difficult if the owner/builder were to construct a house on the site.
3. Private use of the lot would also destroy part of a successful gardening program which the City currently conducts on this site.
4. Lowell G. Wittke and Judy A. Wittke are willing to sell the property for the price of \$23,000, payable on or before April 15, 1981, plus closing costs.
5. The acquisition of this property is recommended by the Superintendent of the Bureau of Parks and Recreation.
6. It is necessary to transfer funds amounting to \$23,000 plus closing costs estimated at \$500 within the General Fund from General Fund Operating Contingency to the Bureau of Parks and Recreation.
7. The sale is to be closed in escrow by Pioneer National Title Insurance Company, Lee Davton, Escrow Officer, 235 N. E. 122nd Avenue, Portland, Oregon.
8. The real estate option has been approved by the City Attorney.

NOW, THEREFORE, the Council directs:

- a. An option for real property in favor of the City of Portland for Park Bureau purposes hereby is exercised, the property being described in the form of real estate option attached hereto as Exhibit "A" to the original only hereof and by this reference made a part.

ORDINANCE No.

- b. Transfer of funds within the General Fund from General Fund Operating Contingency to the Bureau of Parks and Recreation is hereby authorized as follows:

GENERAL FUND

Resource

General Fund Operating Contingency	\$23,500
BUC 20100010	

Requirements

Bureau of Parks and Recreation
 BUC 13930011/610
 BUC 13830011/490

.610 Land	\$23,000
.490 Miscellaneous	500

- c. Upon payment of these monies, Pioneer National Title Insurance Company will provide the City with a deed to the property.
- d. The Mayor and Auditor are hereby authorized to draw and deliver a warrant for \$23,000 plus closing costs to Pioneer National Title Insurance Company, 235 N. E. 122nd Avenue, Portland, Oregon, such warrant to be chargeable to the FY 1980-81 budget of the Bureau of Parks and Recreation.

Section 2. The Council declares that an emergency exists in order that the parcel of land may be made available for the state purpose without undue delay; therefore, this Ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, **APR 1 1981**
 Commissioner Schwab
 Joan M. Cassidy:mjp
 March 26, 1981
 BUC 13820011/610
 BUC 13830011/490

Attest:


 Auditor of the City of Portland

Calendar No. 1042

ORDINANCE No. 151346

Title

An Ordinance authorizing the exercise of a real estate option for a parcel of land located in southeast Portland for Bureau of Parks and Recreation purposes for a price of \$23,000 plus closing costs, authorizing the transfer of \$23,500 within the General Fund from General Fund Operating Contingency to the Bureau of Parks and Recreation, authorizing the drawing and delivery of warrants, and declaring an emergency.

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
Jordan	/	
Lindberg	/	
Schwab	/	
Ivancie	/	

FOUR-FIFTHS CALENDAR	
Jordan	
Lindberg	
Schwab	
Ivancie	

Filed MAR 27 1981

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

By *Gordon Crall*
Deputy

INTRODUCED BY
Commissioner Schwab

NOTED BY THE COMMISSIONER
Affairs <i>[Signature]</i>
Finance and Administration
Safety
Utilities
Works

BUREAU APPROVAL
Bureau: Parks and Recreation
Prepared By: J. M. Cassidy Date: March 26, 1981
Budget Impact Review: <input checked="" type="checkbox"/> Completed <input type="checkbox"/> Not required
Bureau Head:

CALENDAR	
Consent	Regular <input checked="" type="checkbox"/>

NOTED BY
City Attorney
City Auditor
City Engineer