PROJECT RELOCATION EMANUEL BUSINESS AND RESIDENTIAL RELOCATION

PAGE 4 OF 5

	DESCRIPTION		ROLL NO	ODOMETER
AB 1-3	DOWNING, JACK L 2803 N. COMMERCIAL			
A 2-4	DREW, JOHN 3102 N. GANTENBEIN		·	
A 4-7	DUMAS, LUCILLE 3316 N. GANTENBEIN			
A 4-7	DYE, JONAS 3316 N. GANTENBEIN			
RS 3-4	EADEN, ALEX, JR. 2740 N. VANCOUVER			1
A 2-5	EDWARDS, CHESTER 227 N. MONROE			
A 4-11 -	ELLIS, ROSCOE 233 N. COOK	· .		
R 8-9	FAULKNER, FANNIE 327 N. FARGO	-		
E 2-5	MACK, FERRELL A. 2732 N. KERBY	· .		
R 9-7	FIELD, HERBERT 417 N. MONROE			
E 2-7	FISCHMAN, STEPHEN M. 553 N. KNOTT			
E 3-7	FLORES, JESSIE 540 N. KNOTT			
E-4-7	FLOWERS, LONNIE 423 N. RUSSELL	•		
A 2-8	FRAHS, THEODORE 3111 N. VANCOUVER			
AB_3-2	FRARY, MYRA L. 2932 N. COMMERCIAL			
R 10-2	FRYKMAN, MARGARET 3137 N. COMMERCIAL			
R 10-10	GARNETT, ALBERT 529 N. MONROE			
RS 3-6	GLASS, LILLIAN (CONLEY) 2728 N. VANCOUVER			

.

NAME Fired Hubert M. PROJECT Comanual

## CHECKLIST FOR RELOCATION FILES -- INDIVIDUALS

	_Copy of Notice to Acquire/Vacate
	Copy of Real Estate Option (for owner-occupant only)
	City inspection letter (for code enforcement displacee)
V	Signed RECEIPT from displacee for information statement or brochure
L	_INTERVIEW SHEET filled out
K	Recorded personal interviews
10	Copies of all correspondence with displacee
	_Verification of Income
	Request for HAP assistance
	FHA displacee qualifying (form 3476, rent supplement)
	City inspection letter on replacement housing
	Copy of earnest money offer on replacement housing
	Other:

Moving authorization letters Dwelling unit inventory sheet Log sheet for day of move (for professional move) Release of personal property DATE OF MOVE
 Keys turned into:
 Utilities shut off Escrow releases, grants and amounts withheld Verify no rent outstanding Other:

1.

HUD	forms	6140.	l a	nd 6140.2
HUC	forms	6153	and	6154
	er:			
Oth	er:			

DATE FILE CLOSED



December 19, 1973

Mr. Jonathan A. Ater Attorney at Law 1331 S. W. Broadway Portland, Oregon 97201

### Re: Field Sensi-Threader Machine Co.

Dear Mr. Ater:

Enclosed is our warrant #869 EH in the amount of \$500.00 in payment of a relocation claim made by Herbert Field for moving household belongings from 417 N. Monroe in the Emanuel Hospital Urban Renewal Project. Also enclosed are copies of warrants numbers 879 EH and 871 EH which are being delivered to Wilhelm Trucking Company and William A. McInnis respectively for payment of services in moving the Field Sensi-Threader Machine Company as instructed by the business relocation claim filed by Mr. Field with this office.

Very truly yours,

W. Stanley Jones Relocation Supervisor

WSJ:b Enclosures (3)

URBAN RE	DEVELOPMENT FUND-	PROJECT EXPENDITURES-EMANUEL	HOSPITAL, ORE. R-20		Warra	ant Number
P	ORTLAND	DEVELOPMENT 1700 S.W. FOURTH AVENUE PORTLAND, OREGON 97201		N?	869	EH
			DATE	December 17		19 73
PAYTO	Herbert Fiel	d			\$ 500.00	
_					0	OLLARS
	O THE TREASURER OF THE TY OF PORTLAND, OREGO			N O N - N E	AUTHORIZED I GOTI AUTHORIZED I	ABLE
Portland Dev	velopment Commission	- 224-4800		DETACH BE	FORE DEPOSITIN	G CHECK
DATE	INVOICE OR CONTRACT NOS.	DESCRIPTION				AMOUNT
		Reimbursement per Cla Move from 417 N. Mon			ed.	
		Fixed moving payment Dislocation allowand		\$300.0 <u>200.</u> (	2+225 ( ) · · · · · · · · · · · · · · · · · ·	500.00
Accou	nt Distribution	n				

RELOCATION PAYMENT	
PROJECT: <u>Emanuel</u> ORE R-20 PARCEL: R-9-7	
PAYABLE TO: Herbert Field	
For:	1
Move from 417 N. Monroe Total \$ 500	
Accounting: Indicate symbol and Accounting No. 	

MOVING PAYMENT (FAMILIES & IND VIDUALS)

1. A C

NAME & ADDRESS	OF LOCAL AGENCY		PROJECT	NAME	Eman uel	
	opment Commission	n				
1700 S. W. Fou					0.00	
Portland, Oreg	on 9/201		PROJECT	NO.	R-20	
FULL NAME OF C	LAIMANT: Herbe	ert Field			PARCEL	NO. R-9-7
	LSE OR FRAUDULENT					
	within the jurisd					
	fully falsifies					
	s, or makes or us					
	titious or fraudu not more than fiv			De TI	ned not mo	ore than \$10,000
I CERTIFY unde	r the penalties a	and provisions of	fusc Title	18 Se	1001	nd any other
applicable law	, that this claim	and informatio	n submitted her	ewith	have been	examined by me
	correct and compl					
	U.S.C. Title 18,					
	laim or submitted					
	y that I have not					
	rom any other sou					
	t any bills or re			irately	reflect n	oving services
actually perfo	rmed and/or stora	ige costs actual	ly incurred.		0	
12-2	172		black	and 1	Freld.	
12-1	2-15		Alla	LVV I	ANG .	
	Date	(For Local Age		ature (	of Claimar	it
		(FOR LOCAL Age	incy use only)			
X A. Fixe	d Payment \$ 300.0	00 Dislocatio	n Allowance \$_2	200.00	Tota	1 \$ 500.00
6 p1	us 1 storage					
	omplete if claim			ng an a	allowance	for moving
a	rticles stored in	attics, cellar				
			Date items i	nspecto	ed <u>9</u> /	15 73
// B. Actu	al Moving and Rel	lated Expenses				
1. 1	nitial payment an	d, if applicabl	e. storage and			
			.,		Tota	1 \$
r	elated costs in t					
r	elated costs in t					
	elated costs in t upplementary paym		e costs		Tota	
			e costs		Tota	
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## RESIDENTIAL RELOCATION RECORD

and the second second

Project Name Emanuel ORE R-20 Parcel No.	R-9-7 Advisor BCW
Client's Name FIELD, Herbert	Phone 236-9953
Address 417 N. Monroe	thn W Age 71
😡 Male 🖾 Family 🖪 Married	Renter/Occupant
🗖 Female 🗖 Individual 🔲 Single	Owner/Occupant
Family Composition	Economic Data
Total Number in Family	Employer self \$
wife, husband	Address
Other: Relation Age Relation Age	Other Source of Income \$
	Total Monthly Income S ( ) unknown
Eligible for Public Housing YES X NO	Presently Receiving Welfare YES X NO
Eligible for Velfare YES NO	Other Assistance
Eligible for (Other) YES X NO	
Claimant was displaced from real property within the timent contract for Federal assistance and/or date of X YES 10	project area on or after date of per- of HUD approval of budget for project:
	of Info pamphlet delivery
Date Notice to Nove given Date	EffectiveExpires
CLAIMANT'S INITIAL DATE OF OCCUPANCY	8/35
<ul> <li>(a) for owner-occupants - indicate initial dat occupancy and ownership</li> </ul>	e of8/35
Date of initiation of negotiations for purchase of p	property
Date of Acquisition	2-2-73
Date of letter of intent	
Date of move	11-1-73

-

### DWELLING UNIT FROM WHICH RELOCATED

Private Sales	×	Single Family	Age of Housing Unit 1900
Private Rental		Duplex	Size of Habitable Area 1410
Other		Multiple Family	Furnished with claimant's furniture
Total Number of Re	ooms	6 + Storage	Rent Paid \$Utilities
Number of Bedroom	s	3	Monthly Housing Payments \$ Taxes
Liens \$		(please ex	olain)
Acquisition Price	\$ _	11,016	Amenities
		REPLACE	MENT DWELLING UNIT
Address 6035 N.	<u>E.</u> G	lisan	LPA Referred Self Referred
Private Sales	x	Single Family	x Outside city D Outside state
Private Rental		Duplex	Age of Housing Unit 1925
Other		Multiple Family	Size of Habitable Area 1450
	-		No. of Rooms 7 No. of Bedrooms 4
For Cla	iman	nts Who Purchased	For Claimants Who Rented
			\$ 26,500 Rent \$
Taxes \$ 324.24			Utilities \$
RHP or TACO (incl		incidental cost	the second s
			Amount of Annual Payment \$
No. of Housing Re	ferr	rals to:	Agency Referrals:
Standa	rd S	Sales	HAPOTHER ()
Standa	rd f	Rent	Food Stamp Legal Aid Other ()
Benefits Received			
Date		Ck #	Amount \$
Date		_Ck #	Type Amount \$
Date		Ck #	Type Amount \$

EARL F. G. HURLBURT OLYWN E. KENNEDY CHARLES C. M. PETERSON GEORGE H. BOWLES BRUCE W. TOWSLEY HURLBURT, KENNEDY, PETERSON, BOWLES & TOWSLEY ATTORNEYS AT LAW SUITE GII CENTURY TOWER IZOI S. W. IZTH AVENUE PORTIAND, ORECON 12705

ENIANCE 64 - LAY INAFILE premand

228-2373

## RECEIVED

FEB 8 1973

PORTLAND DEVELOPMENT COMMISSION

Mr. and Mrs. Herbert Field 417 North Monroe Street Portland, Oregon 97227

"我一些的常好的是

Re: City of Field

Dear Herb and Helen:

Enclosed is copy of letter this day received from attorneys for the City showing payment into Court and that rental payments will begin April 1st.

If you will let me know ahead of council hearing, I will appear there along with Mr. Webb.

Very truly yours Charles C. terson

CCMP:mah Enclosure

cc: Ben Webb

MEMORANDUM

Date June 6, 1974

TO: Stan Jones

FROM: Ben Webb

Ater - 326-1191

SUBJECT: Herbert Field

I had a telephone call from Ray Wilson this date relative to our request to him that he have a contractor go by the Fields' house and give us an estimate of the cost to do the repair work on the foundation of their replacement dwelling.

The contractor was of the opinion that there were no structural deficiencies. He estimated that it would cost \$225 to replaster, paint the new work to match the existing foundation, and replace one window casing which he felt was pretty well rotted out.

Perhaps you will want to discuss this with Mr. Ater, or if you have any questions, maybe we should talk it over before you talk with Mr. Ater.

BCW:ch

## RESIDENTIAL RELOCATION RECORD

「日本」の言語の言語

Project Name	Parcel No.	R.9.7	Advisor BCW
Client's Name Fuld, Her			Phone
Address 417 N. Mannoe		1-	Age 64
Male Family	Married	Renter/	Occupant
🛛 Female 🗖 Individual 🔲	Single	Owner/0	ccupant
Family Composition		Economi	
Total Number in Family		Employer Jel	-Emp. \$
& (wife, husband		Address	·
Other: Relation Age Relation Age		Other Source	of Income \$
		Total Month	Ty Income \$ ( )
Eligible for Public Housing YES	NO NO	Presently Rec	eiving Welfare 🔲 YES 🕅 NO
Eligible for Welfare YES	NO NO	Other Assista	nce
Eligible for (Other) YES	NO NO		
Claimant was displaced from real proper tinent contract for Federal assistance YES			
Date of initial interview2-10	-	e of info pamp	hlet delivery 2-10.71
Date Notice to Move given		e Effective	
CLAIMANT'S INITIAL DATE OF OCCUPANCY		_	1935
<ul> <li>(a) for owner-occupants - indicat occupancy and ownership</li> </ul>	te initial da	te of	1935
Date of initiation of negotiations for	purchase of	property	11-8-71
Date of Acquisition		_	2-2-73
Date of letter of intent		_	
Date of move		-	11-1-73

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## DWELLING UNIT FROM WHICH RELOCATED

Private Sales	Single Family	Age of Housing Unit 734ps old
Private Rental	Duplex	Size of Habitable Area 1410
Other	Multiple Family	Furnished with claimant's furniture
Total Number of Roc	ms6	Rent Paid \$ Utilities 2000
Number of Bedrooms	3	Monthly Housing Payments \$ Taxes
Liens \$ A4C	(please ex	xplain)
	and the second se	Amenities
The second	REPLACI	EMENT DWELLING UNIT
Address 6035	The glism	LPA Referred Self Referred
Private Sales	K Single Family	k Outside city D Outside state
Private Rental	Duplex	Age of Housing Unit MARTO 1925
Other	Multiple Family	Size of Habitable Area 1450
		No. of Rooms 7 No. of Bedrooms 4
For Claim	ants Who Purchased	For Claimants Who Rented
Purchase Price of F	Replacement Dwelling	\$ \$26,500 °C Rent \$
Taxes \$ 324.34	/	Utilities \$
RHP or TACO (includ	ing incidental cos	ts) \$ 15.000 Total Rent Assistance \$
		Amount of Annual Payment \$
No. of Housing Refe	errals to:	Agency Referrals: O
	Sales ATLEAST	MCW HAP OTHER ()
		Food Stamp Legal Aid Other ()
Benefits Received		
Date	Ck #	Type Amount \$
Date	Ck #	Type Amount \$
Date	Ck #	Type Amount \$

RESID	ENTIAL RELOCATION RECORD
ELOCATION WORKER Betty Burns	ORIGIN OF CASE Emanuel PARCEL R-9-7
NAME_FIELD, Herbert M. ADDRE	SS 417 N. Monroe APT NO
HONE 287-2002 INITIAL INTERVIEW	SEX M MINORITY GROUP White
AGEU.S. CITIZENALIENVE	TERAN SERVICEMAN DATE ON SITE 20 years
	Employer: Name Self-employed \$
Helen Wife	Address 417 N. Monroe
	MCW Laseworker
	Social Security VaFedMult. Co
	Pension: Name
	Other: Name
	TOTAL HONTIN V HIGONE
Our Co	TOTAL MONTHLY INCOME
Rent: Inc. Heat Water Ga	Type Fuel     Garbage Co.       Is     Gar       Elec     Unfurn       Furn     No. Rms
ELIGIBILITY FOR PUBLIC HOUSING: (yes	or no)
Over 62 Disabled (Soc.Sec.def.	) Income below limits Assets below limits
	delivered by
Notify in case of emergency:	Phone
Information Statement given to	essPhone
Notice to move given to	on by
moved by moving company	Date delivered Moved by self (or) (Phone)
REMOVED FROM CASELOAD: (Dat Refused assistance	e) REMAINING ON CASELOAD:
Relocated in:	Address unknown, tracing Evicted, further assistance
Low-rent public housing	contemplated
Other perm. public housing	Temporarily relocated by
	Temporarry rerocated by
Standard priv. rent. hsg.	LPA
Standard priv. rent. hsg Sub-standard priv. rent	LPA within project:
Standard priv. rent. hsg.	LPA within project:address
Standard priv. rent. hsg. Sub-standard priv. rent hgs. with refusal of further aid	LPA within project:address outside project:
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Standard priv. rent. hsg. Sub-standard priv. rent hgs. with refusal of further aid Standard sales housing Sub-standard sales hgs Out-of-town Address unknown, abondoned Evicted, no further	LPA within project: address outside project: address FAMILY REFUSED ADDITIONAL ASSISTANCE:
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Standard priv. rent. hsg. Sub-standard priv. rent hgs. with refusal of further aid Standard sales housing Sub-standard sales hgs. Out-of-town Address unknown, abondoned Evicted, no further assistance Other (explain) RELOCATION REFERRALS: Address	LPA within project: address outside project: address FAMILY REFUSED ADDITIONAL ASSISTANCE: Date Unspection Certified By L Date
Standard priv. rent. hsg. Sub-standard priv. rent hgs. with refusal of further aid Standard sales housing Sub-standard sales hgs. Out-of-town Address unknown, abondoned Evicted, no further assistance Other (explain) RELOCATION REFERRALS: Address	LPA within project: address outside project: address FAMILY REFUSED ADDITIONAL ASSISTANCE: Date Unspection Certified By L Date
Standard priv. rent. hsg. Sub-standard priv. rent hgs. with refusal of further aid Standard sales housing Sub-standard sales hgs. Out-of-town Address unknown, abondoned Evicted, no further assistance Other (explain) RELOCATION REFERRALS:	LPA within project: address outside project: address FAMILY REFUSED ADDITIONAL ASSISTANCE: Date Unspection Certified By 1 Date
Standard priv. rent. hsg.         Sub-standard priv. rent         hgs. with refusal of         further aid         Standard sales housing         Sub-standard sales housing         Sub-standard sales hgs.         Out-of-town         Address unknown, abondoned         Evicted, no further         assistance         Other (explain)         RELOCATION REFERRALS:         Address         Cuput May - Mare)         Stan Wiley Co.         Shamrock Realty, Ore. City, Jim Roe 6	LPA within project: address outside project: address FAMILY REFUSED ADDITIONAL ASSISTANCE: Date Unspection Certified By Date
Standard priv. rent. hsg.         Sub-standard priv. rent         hgs. with refusal of         further aid         Standard sales housing         Sub-standard sales housing         Sub-standard sales hgs.         Out-of-town         Address unknown, abondoned         Evicted, no further         assistance         Other (explain)         RELOCATION REFERRALS:         Address         Cuput May - Mare)         Stan Wiley Co.         Shamrock Realty, Ore. City, Jim Roe 6	LPA within project: address outside project: address FAMILY REFUSED ADDITIONAL ASSISTANCE: Date Unspection Certified By Date
Standard priv. rent. hsg.         Sub-standard priv. rent         hgs. with refusal of         further aid         Standard sales housing         Sub-standard sales housing         Sub-standard sales hgs.         Out-of-town         Address unknown, abondoned         Evicted, no further         assistance         Other (explain)	LPA within project: address outside project: address FAMILY REFUSED ADDITIONAL ASSISTANCE: Date Unspection Certified By Date Date
Standard priv. rent. hsg.         Sub-standard priv. rent         hgs. with refusal of         further aid         Standard sales housing         Sub-standard sales housing         Qut-of-town         Address unknown, abondoned         Evicted, no further         assistance         Other (explain)         RELOCATION REFERRALS:         Address         Cupute May (Maxe)         Stan Wiley Co.         Shamrock Realty, Ore. City, Jim Roe 6         NEW ADDRESS:	LPA         within project:         address         outside project:         address         FAMILY REFUSED ADDITIONAL ASSISTANCE:         Date         Worker         Unspection Certified By         Date         255-2596         Zip         Phone
Standard priv. rent. hsg.         Sub-standard priv. rent         hgs. with refusal of         further aid         Standard sales housing         Sub-standard sales housing         Qut-of-town         Address unknown, abondoned         Evicted, no further         assistance         Other (explain)         RELOCATION REFERRALS:         Address         Cupute May (Maxe)         Stan Wiley Co.         Shamrock Realty, Ore. City, Jim Roe 6         NEW ADDRESS:	LPA within project: address outside project: address FAMILY REFUSED ADDITIONAL ASSISTANCE: Date Unspection Certified By Date Date

	INTERVIEW REGISTER	
bate		Relocation Worker
1/15/71	Flyer: delivered to Mrs. Field by Marion Scott. She is EDPA member but not hostile, says "the group had a meeting last night and warned us that you were in the area with flyers. We are to be watchful of PDC."	SLC
2/10	Survey: somewhat hostile at first - did not want to talk to us - move will be a problem. Wants to move business with home (now operates Field Sensi- Service out of home and a shed in back of house). Says they cannot move for two years - in process of building up business now. Must get on feet before they move. Appears to have good business - said they would call WSJ after 15th of February, but probably he will have to take the initiative. Very intelligent, nice people, but very worried about business.	SLC
10/6	Visited for about $l_2^1$ hours with Mr. & Mrs. Field. Business has considerable investment in tool and die making equipment. Business makes various parts for machines, but specializes in a machine developed by Mr. Field which threads and taps appropriate machine parts very rapidly and accurately. The business is operated by Mr. and Mrs. Field alone at the present time from their home and a rather small garage behind their house. They would feel satisfied if they could find a 2-bedroom home with a shop building large enough to accommodate his operation. He will determine what he feels is the minimum sq. footage and provide information later. The house should have a basement. Location is not so important except that he should be somewhere where he can be serviced by Consolidated Freight. Zoning may present a problem; it is my opinion that he will require M-3, Light Manu- facturing.	WSJ
3/6/72	On appointment, I called on Mr. and Mrs. Field, outlined their benefits and assistance, toured their home and business areas. Mrs. Field stated that unless we could find a relocation that meets their wishes and needs, they would not move. Mrs. Field was firm on wanting a similar replacement, plus a fireplace which they do not have now. I referred them to Lillian Roberts of Stan Wiley Co., who on 3/8/72 called on Fields to get acquainted. I turned over to Mrs. Roberts three possible replacements, she located two more, presented them verbally to Fields; however, Mr. and Mrs. Field would not look at any.	BRB
3/15	Lill Roberts of Stan Wiley Co. has been in contact with Mr. & Mrs. Field who as yet have not gone with her to look at any property she has located as possibilities; however, they did go to see the property on Cully Blvd. on their own. Mrs. Field told Lill Roberts of a property she found in classified advetising located in Milwaukie, priced at \$36,500. I conferred with Stan Jones of Emanuel staff for guidance in having Lill show at this price range, and he advised to go ahead. Lill will set up an appointment to show.	BRB
3/27	Lill Roberts states she is looking diligently on behalf of Fields. I tele- phoned Jim Roe, Shamrock Realty, Oregon City, to request assistance.	BRB
3/29	Mr. Roe reported today that he has called on Mr. and Mrs. Field to ascertain their replacement needs and is looking on their behalf.	
	Memo to file: Mrs. Field states to all that she did not ask to move and PDC will have to come up with grants comparable to amounts received by other Emanuel clients.	BRB

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	INTERVIEW REGISTER	
Date		Relocatio Worker
4/7/72	Mrs. Field telephoned Ben Webb, Chief of Relocation, on 4/7/72 and stated her wish to talk to him at the main office.	BRB
4/10/72	Mrs. Field attended the Commission meeting today and later, along with Ben Webb, Bob Nelson of EDPA, and Annie Allen, we met and discussed the housing search difficulty for Mr. and Mrs. Field. She stated that perhaps the resi- dence will have to be found separate from a building for their business. I informed Stan Wiley Co. of this decision.	BRB
4/17/72	Lill Roberts of Stan Wiley Co. and I called on Mr. and Mrs. Field today, my intent being to explain to the clients that HUD would in all probability not look with favor on any possible RHP to relocate their business separate from a dwelling. Their hope is that both home and business can be relocated on one parcel. Mrs. Roberts has two more leads to check on for Fields 4/18/72.	BRB
5/10	Lill Roberts; Bud Hansen, PDC Rehab Division, and I went to look at a residence in an area zoned M-3 which I had located in scouting for these clients. The dwelling is ideal; however, we went to the County offices only to learn that firstly, the property is only on a 40 x 100 lot, and our idea of $den-$ structing a garage (shop) for Mr. Field's business is impossible. The County allows variances only up to 50% (building from property line to property line), and this particular block is already at 50%. This property is out.	BRB
6/2	Since the last entry, several dwellings have been inspected by the real estate community and myself to determine suitability for the Fields. Our problem is not the Fields' attitude as to desired location as much as locating property which is zoned M-2.	BRB
6/5	Lill Roberts of Stan Wiley Co. has shown the Fields a location on N.E. Columbia Blvd, along with Bud Hansen of PDC, Rehab Div. The house was not in good repair (needs decorating, and a building 20 x 22 would have had to be constructed). However, Mrs. Field could not visualize living in the home. Lill Roberts and I are inspecting property in S. E. Holgate and 67th area today.	BRB
6/6	I went to a location listed in the MLS current book, located in N.E. Portland on Halsey and 76th. I have decided not to show it to Fields as it does not have a full basement and needs redecorating badly.	BRB
6/7	At this point, those who are working with me on Fields' behalf are at a stalemate, probably for two reasons: we are finding proper zoning (M-3) difficult to locate with a home meeting the requirements of Mrs. Field, and shop space meeting the needs for the business.	BRB
6/12	I have inspected three properties today for potential relocation for the Fields. One was zoned properly, but had only one-half basement. The other two would not have been satisfactory for shop space. I have decided not to present any of the three to Fields.	BRB
7/7	Clients reported with Mr. Swoboda to discuss a property they like at 730 SE 130th Avenue. They are to check for zoning, etc. They like the house, but I doubt that they will buy.	BCW
7/9	Memo to file: Lill Roberts of Stan Wiley Co. has worked hard and long on a property located at 1528 S.E. Holgate which is zoned M-3, has an adequate dwelling and inadequate double garage for Mr. Field's type of operation. An	

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INTERVIEW REGISTER Relocation Date Worker 7/9/ continued: earnest money offer was prepared with an "Exhibit A", setting out desired re-72 quests of Mr. and Mrs. Field. Pictures are in file of both present and replacement dwellings and garages. Fields would not give Lill Roberts any word on BRB the above after reading the prepared earnest money offer. (Field attorney: Charles Peterson Suite 611, Century Tower 1201 S.W. 12th 228-2373 7/14 Memo to file: It is evident that Fields are not going to keep in touch with me, as I now feel they are conferring with Ben Webb, and I have not been informed as to the current activity with Mr. and Mrs. Field. I am at a disadvantage when not informed regarding contact with assigned clients. BRB Mr. & Mrs. Fields have obtained more than enough signatures on their petition 12-27for a zone change. We went with them to the Planning Commission and learned 72 the set back requirements, which they do not like. They still have to get the signature of the deed holder. They will then plan to try to get a variance to reduce the set back requirements. ERW 3-20-73 Al of i CRM met with mm + mm. Field, to get have and to encourage them to get estimated on cost to build the shop wanted PRM. 3-26.73 archive of Building permit, some a toiled is not nearrany in new liveding. ERA 3-29-73 Selivered sketch to MCINNIS 750150 KELLEY 246-8847 4-16.73 Fook more field to deliver \$ 15,000 check to Quevanty escraw, Wield signed claim form Car 4-17-13 Ann + more & signed letter instructing a CAM deposed into excraw. CAX 5-7.73 Aled recorded in Field nome 59-73 The & me to notify the Innis that he is low hidder and to notify others they and inducated.

DATE	NON-N	AUTHORIZED S	DOLLARS
DATE			DOLLARS
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		AUTHORIZED S	
	DETACH B	EFORE DEPOSITING	
			AMOUNT
rbert M. and ant for Homeo Monroe (Parc	Helen M. Field wners per clai el R-9-7).	Im	15.000.00
		-Ber	

### **Account Distribution**

TITLE

NO.

AMOUNT

RELOCATION PAYMENT	
PROJECT: Emanuel ORE R-20 PARCEL.	12-9-7
PAYABLE TO: Guaranty ESCROWS	
For:	\$ Annual amount\$ \$\$ \$\$ \$\$ \$\$ \$
Move from 417 N. Monvol	*^
Accounting: Indicate symbol and Accounting No. 	Total \$ <u>75,000</u> *()

	PAYMENT FOR	LK5
NAME AND ADDRESS OF DISPLACING AGENCY	PROJECT NAME	
Portland Development Commission	PROJECT NO.	Emanuel R-20
1700 S. W. Fourth Avenue Portland, Oregon 97201		
PENALTY FOR FALSE OR FRAUDULENT STATEMENT. U.S.C	PARCEL NO. Title 18. Sec. 100	)], provides:
"Whoever, in any matter within the jurisdiction of States knowingly and willfully falsifies or lent statements or representations, or makes or us the same to contain any false, fictitious or frau-	f any department or makes any false, f ses any false writin	agency of the United ictitious or fraudu- ng or document knowir
not more than \$10,000 or imprisoned not more than 1. FULL NAME OF OWNER-OCCUPANT CLAIMANT (as shown to displacing agency or in condemnation proce	n in deed 2. D/	ATE OF DISPLACEMENT:
Herbert M Field & Helen M. Field	<u>/x</u> / Family	/_/ Individual
Amount of differential payment claimed	\$_15,000	
Amount of interest payment claimed	\$	
Costs incidental to purchase	\$	
	TOTAL	\$ 15,000
Minus adjustments		
Explanation:		-\$0-
Total Replacement Housing Payment for Homeowner:		\$ <u>15,000</u>
I submit this information in support of a claim f Section 203 of P.L. 91-646, as amended, and I cer of U.S.C. Title 18, Sec. 1001, and any other appl mitted herewith has been examined by me and is tr understand that, apart from the penalties and pro and any other applicable law, falsification of an forfeiture of the entire claim.	tify under the pena icable law, that th ue, correct, and convisions of U.S.C. T y item submitted he Nerver M. J Nerver	Ities and provisions e information sub- mplete, and that I itle 18, Sec. 1001, rewith may result in
CERTIFICATION OF LOCAL AGENCY This is to certify that the property purchased by property was occupied by the claimant within one further certify that I have examined this claim a the applicable provisions of Federal law and the	year following his nd have found it to	displacement. I be in accord with
Housing and Urban Development pursuant thereto. and payment in the amount of \$ 15,000 is au	Therefore, this cla	
 Date	36 LU Auth	ofized Signature
RECORD OF PAYMENT		
Date of Payment: 5/4/73 Check	No. 751 EH Am	ount & same
Date of Payment: <u>5/4/73</u> Check		

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	۱.	Actual purchase price of replacement housing:	\$ 26,500
	2.	Cost of comparable replacement dwelling (cost based on:         x       Schedule         Comparable       Other)         Sq.Ft. of former dwelling       No. of bedrooms	\$ 30,927
	3.	Acquisition payment made by agency for claimant's former dwelling	\$ 11,016
Co	mput	ation	
	4.	Line 1 or Line 2, whichever is less	\$ 26,500
	5.	Minus Line 3 -	\$ 11.016
	6.	Amount of differential payment or \$15,000, whichever is less	\$ 15,000
	7.	Total approved	\$ 15.0
RE	QUIR	ED DOCUMENTATION	MA
	1.	<pre>If claimant purchased and occupies replacement dwellings: a) Date purchase agreement signed (earnest money) b) Date of settlement (closing)</pre>	Date: <u>4-10-73</u> Date:
	2.	<ul> <li>If claimant has purchased but does not occupy replacement</li> <li>a) Purchase contract signed</li> <li>b) Date of settlement</li> <li>c) Date of expected occupancy</li> </ul>	dwelling: Date: Date: Date:

R

C. INCIDENTAL EXPENSES (List incidental expenses incurred by claimant in connection with purchase of replacement dwelling.)

	COSTS INC	CURRED BY CLAIMANT		FOR LOCAL AGENCY USE
ltem (a)	Charged to Claimant on Closing Statement (b)	Paid Directly By Claimant (c)	Amount Claimed (Col.(b)+(c) (d)	Amount Approved (e)
	\$	\$	\$	\$
TOTAL	Ş	ş	Ş	\$

Listing of documents submitted herewith in support of amounts entered in Column (d) above: (Documentation for the above claim must be submitted.)

#### DETERM TION OF ELIGIBILITY REQUIREMENT FOR:

#### MOVING BENEFIT

RP-2

Eligible:	Elig	git	61	e:	x	yes	no	Yes,	claimant	meets	basic	e	lig	ibi	i 1 i	ty	/ req	ui	rement	ts	)
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#### TACO RENT AND DOWNPAYMENT ASSISTANCE

- Eligible: \_\_\_\_\_yes \_\_\_\_no If yes, eligibility is based on:
- claimant meets basic eligibility requirements
- is not eligible to receive an RHP for homeowners
- in occupancy not less than 90 days prior to the initiation of negotiations
- \_\_\_\_\_ claimant rented or purchased and occupies a standard replacement dwelling (certificate attached)

\_\_\_\_ other

#### REPLACEMENT HOUSING PAYMENT FOR OWNER/OCCUPANTS

- Eligible: \_\_\_\_\_\_\_\_ no If yes, eligibility is based on:
- x claimant meets basic eligibility requirements
- x claimant was displaced from a dwelling acquired and/or demolished for project
- x owned and occupied dwelling not less than 180 days prior to the initiation of negotiations for acquisition of dwelling.
- x claimant purchases and occupies a standard replacement dwelling within one year after the date on which he receives final payment from the local agency for all costs of the acquired dwelling or the date on which he moves from the acquired dwelling, whichever is later.

#### REPLACEMENT HOUSING UNIT

DATE OF OCCUPANCY	LPA REFE	RRED	SELF ×
AGE OF DWELLING UNIT 1925	NO. BEDROOMS 4	TOTAL NO.	ROOMS 7
SQ. FOOTAGE 1450	RENT \$0-	UTILITIES	\$ 20.00
MONTHLY HOUSING PAYMENTS (for o	wner/occupants) \$ <u>F&amp;C</u>	TAXES	\$ 324.24
LIENS \$0-	EQUITY \$ 100%		
AMENITIES			
The replacement unit was inspec			
Date inspected and found standa			isor's Signatur inspection rec
Date previously substandard dwe	lling was inspected and fou	nd to be sta	ndard:

MONTH-DAY-YEAR

(Form E-2)

	ELIGIBILITY FOR RELOCAT BENEFITS	ERW)
FULL NAME OF CLAIMANT:	PROJECT NAMEEmanuel	Hospital
Herbert M. Field Helen M. Field BASIC ELIGIBILITY REQUIREMENTS:	PROJECT NO. R-20	PARCEL NO. R-9-7
	his personal property from such real	
	yesno	
(a) On or after one of the follow		Data: 4-23-71
yesno (1) Date of pert	inent contract for Federal assistance	Date: <u>4-23-71</u>
	approval of budget for project.	Date:
(b) For one of the following rea		
_x_yesno (1) As a result		
	of written order of acquiring agency	to vacate.
	ritten notice of agency intent to acq	
	- indicate initial date of	1935
occupancy and owner		1935
Date of initiation of negoti	ations for purchase of property	11-8-71
Date of acquisition		2-2-73
Date of letter of intent		
Date of move		
DWELLIN	G UNIT FROM WHICH RELOCATED	and the second
Age of dwelling unit 73 yrs. Funishe	d with claimant's own furniture	_yesno
No. of Bedrooms 3 Total No. of Roo	ms_6_ Sq.Ft. <u>1410</u> Rent \$0	Utilities \$ <u>\$20.00</u>
Monthly housing payments (for owner/o	ccupants) \$ <u>F&amp;C</u> Taxes \$	
Liens \$Equi	ty \$ 11,016 Acquisition Pric	e \$_11.016
Amenities Large shop		

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April 16, 1973

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Portland Development Commission 1700 S. W Fourth Avenue Portland, Oregon 97201

Gentlemen:

We hereby request you to place the \$15,000 replacement housing payment into escrow account # 6091 with Guarantee Escrow Co., 5539 E. Burnside. Guaranty Escrows

Please have them release the funds as necessary to close the transaction as indicated on the Ernest Money Receipt dated 4-10-73. Also, please have them hold any excess funds until you request them to be released.

This request is made to provide the payment on a timely basis to facilitate the purchase of the replacement unit.

It is our intent to occupy the residence indicated in the above escrow at the earliest feasible date.

Very truly yours,

Herbert Fields

Field. Helen Fields

0	
· · · ·	Place and Date Portland, On On April 10, 19 73 RECEIVED OF Herber M. and Helen M. Field, husband in wife as purchaser, the sum of \$1,000.00 M. and Helen M. Field, husband in wife as purchaser, the sum of \$1,000.00 M. and Helen M. Field, husband in wife the following described property situated in Multnomah County, house and lot sold as is, located at Lot #16, Block 1, Barretts Addition, also known as 6035 N.E. Glisan, Portland, Oregon
	which premises have this day been sold to said purchaser for the sum of \$26,500.00 .payable as follows: \$1,000.00 (XAUNATEDC:) (Note) above receipted for and \$ 25,500.00 upon acceptance of title and delivery of Deed balance \$ To be paid in cash from grant supplied by the Portland Development Commission and subject to conditions must on attached addendum. This above price of \$26,500.00
	on the rear of the property. Subject to acceptance by owner, who shall furnish title insurance insuring marketable title in seller, sale to be completed as soon as all papers are own Fire Insurance. If owner does not approve sale, or cannot furnish marketable title within reasonable time, the earnest money provide their for shall be refunded, built if owner approves sale and title is marketable and the purchaser fails to complete purchase as above specified, the earnest damages. Possession of the above premises is to be delivered to the purchaser immediately on delivery of the deed <b>Discussion</b> and residue to owner as liquidated on <b>Close of Escrow</b> removal of tenants, if any. Time is the essence of this contract. All fixtures such as wenefan blinds, drapery and curtain rods, window and door screens, storm doors and windows and attached television and tenants All fixtures such as yenefan blinds, drapery and curtain rods, window and door screens, storm doors and windows and attached television and the delevision and
	I hereby agree to purchase above property upon above mentioned to beach Jr. Koury. agent
	Address 417 N. Honrow St., Portland (Purchaser) (Purch
	Address (Owner) & Wided Spielars
	To be prepared in quadruplicate. I hereby acknowledge receipt of a copy of this earnest money receipt.         (1) Purchaser's receipt         (2) Purchaser with all signatures

Control of



May 2, 1973

DEPARTMENT OF FINANCE AND ADMINISTRATION

NEIL GOLDSCHMIDT MAYOR

**BUREAU OF** 

BUILDINGS C.N. CHRISTIANSEN DIRECTOR Portland Development Commission 235 N. Monroe Street Portland, Oregon 97227

Attn: Mr. Wiley

Gentlemen:

Re: 6035 N. E. Glisan Street

1220 S.W. FIFTH AVE. PORTLAND, OR. 97204 503/248-4320

A reinspection was made by the Housing Division of the twostory, wood frame, four-bedroom, single-family dwelling and detached garage at the above address.

Our inspector reports the substandard conditions have been corrected and the structures comply with City Housing Regulations at this time.

Yours truly,

C. N. CHRISTIANSEN BUILDING INSPECTIONS DIRECTOR

S. J/ Chegwidden Chief Housing Inspector

CHF:vm cc: Mrs. Widad Spidari Room 411, Regency Inn 1410 S. W. Broadway Street



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DEPARTMENT OF FINANCE AND ADMINISTRATION

NEIL GOLDSCHMIDT MAYOR

> BUREAU OF BUILDINGS

C.N. CHRISTIANSEN DIRECTOR

1220 S.W. FIFTH AVE. PORTLAND, OR. 97204 503/248-4320 April 19, 1973

Portland Development Commission 235 N. Monroe Street Portland, Oregon 97227

Re: 6035 N. E. Glisan Street

Gentlemen:

As the result of a displaced person and at your request, an inspection was made by the Housing Division of the two-story, wood frame, four-bedroom, single-family dwelling and detached garage at the above address.

Our inspector reports the following conditions do not comply with City Housing Regulations:

- Second story stairway, exterior cellar entry stairway, and rear porch steps lack required safety handrails.
- 2. Chimney bricks and mortar are loose and crumbling.
- 3. Exterior fireplace clean-out opening lacks a cover.
- 4. Lower portion of garage siding is missing.
- Cellar, garage, and south second story bedroom have broken windowpanes.
- Second story stairwell guardrail lacks the required 42" height.

Please notify the Housing Division of the Bureau of Buildings, 2200 N. E. 24 Avenue, Telephone 288-6077, when the corrections have been completed, under proper permit where required, and a reinspection can be made. Should you have any questions concerning this matter, please feel free to call this office.

Yours truly,

C. N. CHRISTIANSEN BUILDING INSPECTIONS DIRECTOR

egurdden

S. J. Chegwidden Chief Housing Inspector

CHF:vm cc: Mrs. Widad Spidari Room 411, Regency Inn 1410 S. W. Broadway Street

	RECEIVED OF Herbert M. Ond Helen M. Field, husban and wife,	
	RECEIVED OF INCLOSE C MALINA HELEN M. FLETA, HUSDANG AND WITE,	
	as purchaser, the sum of \$1,000,00 (Note) as earnest money and in part payment of the purchase of the following described property situated in Multnomah County, house and lot sold as is, located at Lot #16, Block	
	4, Barretts Addition, also known as 6035 N. E. Glisan, Portland, Orego	on
	which premises have this day been sold to said purchaser for the sum of § 21, 500.00 , payable as follows: § 1,000.00	
	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	
sion	balances To be paid in cash from grant supplied by Portland Development ( and subject to conditions on attached addendum.	Commis-
	free from encumbrances except those of public record.	
	Subject to acceptance by owner, who shall furnish title insurance insuring marketable title in seller, sale to be completed as soon as all papers are ready. Taxes are to be pro rated as of the date of possession. Fire insurance to be pro rated as of date of possession or purchaser may provide their rewine in the insurance. If owner does not approve sale, or cannot furnish marketable title within reasonable time, the earnest money herein receipted for shall be refunded, but if owner approves sale and title is marketable and the purchaser fails to complete purchase as above specified, the earnest money herein receipted for shall be forfeited to the undersigned agent to the extent of agreed upon commission, and residue to owner as liquidated damages. Possession of the above premises is to be delivered to the purchaser immediately on delivery of the deed <b>ex contexes</b> and regulations will permit removal of tenants, if any. Time is the essence of this contract. <del>Solide agrees to pay prevailing FALA mestages decount and make FHA required permisers and funds necessary for closing shall be deposited in Escrow.</del> Buyer and seller each agree to pay one-half of escrow and closing fee. All fixtures such as venetian blinds, drapery and curtain rods, window and door screens, storm doors and windows and attached television antenna are included as part of the property to be purchased.	
	By Sound F. Koury agent	
	I hereby agree to purchase above property upon above mentioned terms and conditions.	
	Address 417 N. Monroe St. Portland (Purchaser) Jerber M. Fillel:	
	Phone 287-2002 Kelen M. Field	
	I approve and accept the above sale and agree to above mentioned terms and conditions this 19 1 day of NOV	
	1972 and agree to pay forthwith to said agent a commission of \$ 1505 5 for services rendered in this transaction.	
	Address (Owner) William Apria	
	Phone Subj to Coming i NTo Title	
	To be prepared in quadruplicate. I herebracknowledge receipt of a copy of this earnest money receipt.	
		and the state of the

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### ADDENDUM TO EARNEST MONEY RECEIPT

It is understood that all requirements of the Portland Development Commission must be met before this agreement is consummated, which needs include:

1. Change of zone order by the Zoning Commission permitting the continued operation of buyers' present business.

2. H.U.D. or City of Portland (P.D.C.) shall agree to and pay for all construction costs of alterations and additions at 6035 N. E. Glisan Street covering a square foot area comparable to that used in buyers' present home as adequate for their business operation.

MAYFAIR REALTY INC.

By Johnt D. Joney

Herbert m, Fiel

Kelen M. Field HELEM M. FIELD

1		• • • •	] Sale [] R	•	File No.
	F1640:	1	Address H17/X		Cocupant'
	Address Address				- C Oscupant
	10.00	SUBJECT	OPPERING #1	OFFERING #2	/ crrining es.K
		417 N MONKOG 2 STORY ERME	806 SE 114THP. \$27950	135NE172 \$29425-	\$ 28900
*	Vin	31 Ben hours		BR Bath Total 3 1 6	BR Bach Potel
*B	Type	FRAME 25TORY	SIDING 1 STORY	COMP. 1 STORY	BRICK
	State of Int. Dinstr Smite	6000	GOOD	GOOP	GOUP
	Type of the the the	URBAN RENEWAL	GOOD	6000	Goup
	Store	ALL IMPROV- MENTS IN	IMPROVEMENTS	A.I.I.	A -E.E
	Werlahl 1117 15 F Mile	Goop	6000	Good	GOOD
	-23. 5180	HOXIOS	50 X105	80×100	83×116
	100 Jul 10	19.02	1900-	1966	1927
	et valare	NO	YES	No	YES
A C	System_	Ewa	OIL FAI	EAS FA	OIL F/A
	Larrant	FCB	FC.B,	No	X2BSMT.
	Gerene	DBL	OBL.	CARPORT	Dovers
	Habilible Area	1540	1400-	1800	1300
	Focal Area	2310	2400	1800	1950
	Netrocished Retrociinery Analision				
-			(Continue on P	art 2)	

8-101 (Part 1) Nov. 5-1-505 28,175

EGANLEGE WS5, ERMY

#### WILLIAMS, MONTAGUE, STARK, HIEFIELD & NORVILLE, P. C.

ATTORNEYS AND COUNSELORS AT LAW BOISE CASCADE BUILDING PORTLAND, OREGON 97201 November 27, 1972

TELEPHONE 222-9966

# RECEIVED

NOV 28 1972

Mr. Ben Webb Portland Development Commission 1700 S. W. 4th Avenue Portland, Oregon 97201

#### Re: PDC v. Field

Dear Ben:

I cleared with Jim Robertson an agreement that the Fields could stay in possession for six months, if necessary, and I have explained to Charlie Peterson that there is no way to extend the sixty rent free period unless we defer payment of the compensation for thirty days. In any event, let me know if the letter from Peterson causes any difficulties.

Very truly yours,

WILLIAMS, MONTAGUE, STARK, HIEFIELD & NORVILLE, P. C.

Donald R. Stark

DRS:avh Encl.

Looling Dec. 26 Planning Comm. for presentation of Zone Change

DAVID R. WILLIAMS MALCOLM J. MONTAGUE DONALD R. STARK PRESTON C HIEFIELD, JR. OLIVER I. NORVILLE JAMES E. GRIFFIN LARRY C. HAMMACK RICHARD E. ALEXANDER



EARL F. G. HURLBURT OLYWN E. KENNEDY CHARLES C. M. PETERSON GEORGE H. BOWLES BRUCE W. TOWSLEY

HURLBURT, KENNEDY, PETERSON, BOWLES & TOWSLEY

SUITE GII CENTURY TOWER IZOI S. W. IZTH AVENUE PORTLAND, OREGON 97205

228-2373

November 22, 1972

Herbert and Helen Field 417 North Monroe Portland, Oregon 97227

#### Re: City vs. Field

Dear Herb and Helen:

Hope the real estate people are pushing for the new location. Your prior effort teaches that you must "ride herd" each step of the way -- and those steps include:

- 1. A place adequate for your needs
- 2. OK by HUD:
  - a. as to how much it will pay -- that is, your realtor must show by other sales that the price you are to pay will be shared in to the maximum of \$15,000.00 if needful.
  - b. Any change of zone must be assured so that contractors can obtain building permits.
  - c. As we understand it additional funds will be paid by HUD for changing the new place to conform to your needs. However, here again the burden is on yourselves of getting three bonafide estimates for consideration of HUD.

I have been in contact with Mr. Stark trying to extend the 60 day rent free period to 90 days. He does not seem hopeful on this, but suggests deposit of the \$15,000.00 can be deferred for 30 days, if you wish. This would extend time the 60 day rent free period would begin to run. Rent would be about \$120.00 -- \$15,000.00 at 6% for that period would be \$75.00 or at 5% proportionately less.

Call me on Friday so that I can notify Mr. Stark on this point.

Incidentally, we suggest that you continue in close contact with Mr. Ben Webb on all phases of this change of home and place of business for he is really the key person.

Very truly yours

CCMP/ch bcc: Mr. Donald Stark



EARL F. G. HURLBURT OLYWN E. KENNEDY CHARLES C. M. PETERSON GEORGE H. BOWLES BRUCE W. TOWSLEY

STATISTICS IN CONTRACTOR

HURLBURT, KENNEDY, PETERSON, BOWLES & TOWSLEY ATTORNEYS AT LAW SUITE GII CENTURY TOWER IZOI S. W. IZM AVENUE PORTLAND, ORECON 97205 November 24, 1972

228-2373

Mr. Donald Stark Attorney at Law 1600 S. W. 4th Avenue Portland, Oregon

Re: City of Portland vs. Field

Dear Don:

Mrs. Field phoned today. They ask that deposit of funds be deferred for 30 days. Note your copy of our November 22nd letter to the Fields.

Very truly yours,

M. Peterson

CCMP:mah

.

HURLBURT, KENNEDY, PETERSON, BOWLES & TOWSLEY

EARL F. G. HURLBURT OLYWN E. KENNEDY CHARLES C. M. PETERSON GEORGE H. BOWLES BRUCE W. TOWSLEY

ATTORNEYS AT LAW SUITE OIL CENTURY TOWER 1201 S. W. IZTH AVENUE PORTLAND, ORECON 97205

Nov

228-2373

ember 22, 1972	RECEIVE	EX. DIR
	NOV 24 1972	D. ADM
	TLAND DEVELOPMENT COMMIS	SION BLW Copy
ield	A State	Master File Copy

Herbert and Helen Field 417 North Monroe Portland, Oregon 97227

Re: City vs. F

Dear Herb and Helen:

Hope the real estate people are pushing for the new location. Your prior effort teaches that you must "ride herd" each step of the way -- and those steps include:

1. A place adequate for your needs

- 2. OK by HUD:
  - a. as to how much it will pay -- that is, your realtor must show by other sales that the price you are to pay will be shared in to the maximum of \$15,000.00 if needful.
  - b. Any change of zone must be assured so that contractors can obtain building permits.
  - As we understand it additional funds will be paid by c. HUD for changing the new place to conform to your needs. However, here again the burden is on yourselves of getting three bonafide estimates for consideration of HUD.

I have been in contact with Mr. Stark trying to extend the 60 day rent free period to 90 days. He does not seem hopeful on this, but suggests deposit of the \$15,000.00 can be deferred for 30 days, if you wish. This would extend time the 60 day rent free period . would begin to run. Rent would be about \$120.00 -- \$15,000.00 at 6% for that period would be \$75.00 or at 5% proportionately less.

Call me on Friday so that I can notify Mr. Stark on this point.

Incidentally, we suggest that you continue in close contact with Mr. Ben Webb on all phases of this change of home and place of business for he is really the key person.

very true yours.

CCMP/ch bcc: Mr. Ben Webb






MEMORANDUM

Date November 8, 1972

TO: The File

FROM: Benjamin C. Webb

SUBJECT: Zoning Problems Re: Fields

Mr. and Mrs. Fields have said that they have now learned that the property at 750 S.E. 135th Avenue cannot be rezoned to permit them to operate their machine shop at that address and asked why they were not previously informed of this.

In fact, they were previously informed. At the July 27, 1972 meeting at Don Stark's office they were informed that the property was not M-3. However, a reading of the Multnomah County definition of "Home occupation" left some doubt as to whether or not their business could qualify. Both of the attorneys felt that the County ordinance would permit their type of operation. However, the Fields would require an enlargement to the garage, and it was my opinion that the County would look upon this as a conversion of residential to commercial property and not issue a permit.

We asked Mr. Swoboda to get three estimates and then ask the low bidder to apply for the proper permits. This was never done, even though we frequently asked for a follow-up. It was at this point that things broke down.

BCW:ch

Home: 2023 B/R all on the paper -ZCB ail hast - Freedair Profes all-slee. Dellage. (or shop) at least 20x30 - Detrehed for inc. Home: Inple. Back: 1 - 1/2? Lot - 50 × 100 home: 9180 °-994 & land 3320 °-LAR 8707 °-(w/2500' land) (1820' ") (3 ble schedule) Look 25,000 00 Meet \$21,207 adual wate more ger human Jomparable? A.A.C. will merine if me. Achadule - 3B/R Home Jalue -17.887.00 9180.00 Disconnect & precomment 8707 °-

October 31, 1972

John B. Kenward

Benjamin C. Webb

October 16, 1972 Letter Re: Mr. and Mrs. Fleids, Attached

The attached letter says that the Fields feel frustrated because of the lack of progress with regard to relocation. The Fields file is very thick and their case has been given a great deal of attention and had a considerable amount of action. It has been discussed with Helen Benjamin, Kay Walker, Mark Pavolka, Don Stark, and the Fields' attorney, Mr. Charles Peterson of Hurlburt, Kenney, Peterson, Bowles and Towsley.

In essence, the problem is that the Fields own and operate a machine shop from their present home under a "grandfather" provision. They want to continue to operate from their own home in the new location, but to date have not wanted to accept a commercially zoned location.

I have discussed this case with Don Stark. Don has said that the case is scheduled to go to court and that there should not be a public discussion at this time. I therefore recommend that the matter be left off the agenda.

BCW : ch

Emunuel Displaced Person Association, Inc.

166 N. E. Morris FORTLAND, OREGON 9/212

Flicne 287-736

Oct 16, 1972

to Ben Webb-

Mr. John Griffith Portland Development Commission 1700 S.W. 4th Portland, Oregon

Dear Mr. Griffith:

We have been talking to Mr. & Mrs. Herbert Field about their frustrations in being relocated from the Emanuel Project. They feel they are on a treadmill, going no place.

The fact that they have both a home and a business causes some special problems that will require special solutions. They would like a place on the agenda of the next Commission meeting to share their concerns with you. They feel they need to talk to those who have decision making responsibilities.

SinceDely yours,

Robert E. Nelson

cc: John Kenward Comm\_ssionersv





417 NORTH MONROE ST. ☆ PORTLAND, OREGON 97227 Telephone 287-2002

THE SENSI-THREADER For speed and accuracy in hand work

		DEP D P	2
Mr. Benjamin Webb Portland Development Commission 1700 S.W. 4th Avenue Portland, Oregon 97201	October 16, 1972 RECEIVED OCT 18 1972	D. OF. R. QUE D. DM. D. COM. S. D. PLAN SE ASSI.	*
Dear Mr. Webb:	PORTLAND DEVELOPMENT COMMISSION		-
		Master File Copy	-
Dear Mr. Webb:		Master File Copy	

After reading the letter of October 6, 1972, from Mr. Charles Petersons office, we decided to contact the Multnomah County Planning Commission to see where we stand, regarding the legality of our continuing our operations at the 750 S.E. 135th Avenue address. (You know we enjoy the 'Grandfather' status from our continuous residence at 417 N. Monroe Street for the past 37 years.)

The enclosed photo-copy is their answer to our questions, and we see no point in wasting more time trying to obtain a third estimate to make the necessary changes in the existing garage, in order to make it suitable for our needs. However, it might be possible that the influence of your good office could intercede with the Multnomah Counting Planning Commission for a permanent zone change for us ?

Very truly yours,

Herbert m. Field.

Herbert M. Field

HMF:hf Enclosure



COUNTY COMMISSIONERS M. JAMES GLEASON, Chairman L. W. AVLSWORTH BEN PADROW DONALD E. CLARK MEL GORDON

tnomah County Oregon

PLANNING COMMISSION

(503) 248-3043 \* 1107 S. W. 4th AVENUE \* PORTLAND, OREGON 97204

October 12, 1972

Mr. Herbert M. Field 417 N. Monroe Street Portland, Oregon 97227

Dear Sir:

In regard to your inquiry about operating your business at 750 S. E. 135th Avenue, which is in an R-7 (single family residential) zone; this is not an allowable use in a residential zone.

The Zoning Ordinance would classify your use as in an M-3 (Light Manufacturing) District.

Very truly yours,

MULTNOMAH COUNTY PLANNING COMMISSION Robert S. Baldwin, Planning Director

Douglas Cowley, Zoning Supervisor

DC:vs

October 16, 1972

Mr. Amby J. Swoboda Tri-State Realty Inc. 18428 S.E. Pine Street Portland, Oregon 97233

Subject: Multnomah County Zoning - Re. 750 S.E. 135th Avenue.

Dear Mr. Swoboda:

After a careful study of Mr. Charles Petersons letter of October 6, 1972, Mrs. Field and I became very concerned about so much time having passed (3 months) and nothing accomplished regarding our relocation situation. Winter is almost upon us, you know.

As our concern mounted, a telephone call to the Multnomah County Planning Commission arranged a meeting on the morning of October 11, 1972. We were shown a large zoning map, with M-3 areas in Multnomah County, where the could legally be relocated.

The enclosed photo-copy is the confirming reply to our questions. This, of course, precludes our buying the property at 750 S.E. 135th Avenue for the purpose of legally continuing our present operations there.

This information was obtained in about 30 minutes and it is available to anyone from 9:00 A.M. to 5:00 P.M., Monday through Friday, at 1107 S.W. 4th Avenue.

Now that the zoning ordinance for Multnomah County has been clarified, do you have some other property that would suit our needs in (M-3) areas along S.E. Stark and N.E. Glisan, as shown on the large zoning map in the Multnomah County Planning Commission office?

Very truly yours,

H. Lot m. Frall

Herbert M. Field

HWF:hf Enclosure cc: Mr. Ben Webb





417 NORTH MONROE ST. # PORTLAND, OREGON 97227 Telephone 287-2002

Mr. Charles C. M. Peterson

THE SENSI-THREADER For speep and acuracy in hand work

DEP. D.R.

Master File Conv\_

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 Detober 11, 1972
 D. AD.M.

 D. COM. S.
 D. COM. S.

 D. PLAN
 SP. ASSI

 DCCT 12 1972
 D. COM. S.

Dear Mr. Peterson:

1201 S.W. 12th Avenue

Portland, Oregon 97205

Attorney at Lew

PORTLAND DEVELOPMENT COMMISSION

Today we found there is no point in trying to obtain another estimate to enlarge the garage beside the residence at 750 S.L. 135th Avenue, for the purpose of continuing our present operations.

Since our meeting at 750 S.E. 135th Avenue, on Saturday morning, September 16, 1972, with Mr. Swoboda and Mr. Gilpin, a contractor, for another bid, Helen has become concerned to the point where she insisted we contact the Multhomah County Planning Commission for certain information. A telephone call arranged a meeting at their office this morning.

After explaining our present situation with Portland Development Commission and our desire to be relocated in eastern Sultnameh County, a large coded map was shown us, with the areas where we could legally continue our present operations - areas along Southeast Stark and Northeast Glison.

It was pointed out that, the residence at 750 5.2. 135th is <u>strictly residential</u>, a single family dwelling area. It was further explained that people who eers located there before the Multnomah County zoning ordinance became law, were not affected. This information is available to enyone at 1107 5.0. 4th Avenue, 9:00 A.M. to 5:00 P.M., Menday through Friday.

We don't like to be critical with Mr. Swobode, but apparently, some one has been badly misinformed when he was told that we could continue our work at this address and be there <u>legally.</u>

At the meeting on July 27, 1972 at the office of Mr. Don Stark, Mr. Subbode agreed to obtain three estimates for enlarging the garage for our purposes. It was then, that this zoning thing should have been cleared and all this long frustrating dolay could have been avoided. We are, you know, not dealers in Real Estate.

We have been very patient with this Real Estate men during this long three months of unnecessary delay and all the dealings on our part have been in good faith. Who is going to compensate us for the negligence, disappointments and lost time? Now we must begin all over again.

Next Sunday we shall drive out S.E. Stark Street and cast about in the Multnomah County M-3 zones.

> Very truly yours, Herbert M. Field

Hilf thf cc: Donald Stark Benjamin Wobb



HURLBURT, KENNEDY, PETERSON, BOWLES & TOWSLEY ATTORNEYS AT LAW SUITE GII CENTURY TOWER IZOI S. W. IZTH AVENUE PORTLAND, ORECON 97205 OCTOBER 6, 1972

RECEIVED

OCT 10 1972

Mr. and Mrs. Herbert M. Field PORTLAND DEVELOPMENT COMMISSION 417 N. Monroe Street Portland, Oregon 97227

Dear Herb and Helen:

Earlier this week I talked with Don Stark, attorney for the City. He later in the week called back and stated that Mr. Webb had been away from his office due to a death in the family but that he, Mr. Webb, would review the file and contact me.

Yesterday I phoned Mr. Webb but he was busy in a conference.

This day Mr. Webb was reached by phone.

He tells us about as follows:

A. A third estimate is required. You are again urged to

B. The two estimates received call for an area twice as large as Mr. Webb initially understood from Mr. Swoboda was required and, of course, requiring double the money outlay originally contemplated by Mr. Webb.

On this latter phase Mr. Webb asks "Why". He further feels that the zoning people will refuse to grant a building permit on the basis of the area proposed in the present estimates on the ground that the enlargement will be strictly commercial.

However, the only way this can be determined is to push things to that point - that is to say -

1. Get that third appraisal.

2. If PDC will pay the larger sum required - then -

3. We can submit the same to the zone and permit people and see what the answer is.

Even though this entire situation is not of your making the bald fact is that the PDC requirements must be met and, galling though

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D. ADM	
D. COM. S.	
D. PLAN	
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Mr. and Mrs. Elerbert M. Field October 6, 1972 Page 2

it is, you are the ones vitally affected and must carry the burden of obtaining the third estimate and getting it to Mr. Webb's office.

and h

Very truly yours, eterson

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CCMP :mah

CC: Mr. Ben Webb Mr. Don Stark Mr. A. G. Swoboda 1.24 GRADE, GROUND LEVEL. The average of the finished ground level at the center of all walls of a building. Where the walls are parallel to and within five (5) feet of a sidewalk, the above ground level shall be measured at the sidewalk.

1.25 GRAZING. The use of land for pasture of horses, cattle, sheep, gosts, and/or other domestic herbivorous animals, slone or in conjunction with agricultural pursuits.

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1.26 HOME CCCUPATION. Any lawful activity, not otherwise specifically provided for in this ordinance, commonly carried on within a dwelling by a member or members of a family, no employee or other person being engaged in the same, and in which said activity is secondary to the use of the dwelling for living purposes; provided, that there is no outside advertising or display of merchandise and that no sale or sales of merchandise shall be made in such dwelling or on the premises connected therewith.

1.27 HORTICULTURE. The cultivation of plants, garden crops, trees and/or nursery stocks.

1.28 HOTEL. A building or portion thereof designed or used for occupancy of individuals who are lodged with or without meals, and in which no provision is made for cooking in any individual room or suite. 1.29 HOUSING PROJECT. An area of four (4) or more acres arranged according to a site plan on which the amount of land to be devoted to housing facilities, their arrangement thereon, together with the arrangement of access streets and alleys, and other public facilities is shown.

1.30 EDUCATIONAL INSTITUTION. A college or university supported by public or private funds, tuitions, contributions or endowments, giving advanced academic instruction as approved by a recognized accrediting

-7-

agency, including fraternity and sorority houses, excluding elementary and high schools, and trade and commercial schools. 1.31 JUNK YARD. The use for more than two hundred (200) square feet of the area of any lot, or the use of any portion of that half of any lot, but not exceeding a depth or width, as the case may be, of one hundred (100) feet, which half adjoins any street, for the dismantling or "wrecking" of automobiles or other vehicles or machinery, or for the storage or keeping of the parts or equipment resulting from such dismantling or "wrecking" or for the storage or keeping of junk, including scrap metals or other scrap material. 1.32 KENNEL. Any lot or premises on which four (4) or more dogs, more than six (6) months of age, are kept.

1.33 LOADING SPACE. An off-street space or berth on the same lot, or parcel, with a building or use, or contiguous to a group of buildings or uses, for the temporary parking of a vehicle while loading or unloading persons, merchandise or materials, and which space or berth abuts upon a street, alley or other appropriate means of access and egress.

 1.34 LOT. A plot, parcel or area of land owned by or under the lawful control and in the lawful possession of one distinct ownership.
 1.35 LOT COVERAGE. The area of a lot covered by a building or buildings, expressed as a percentage of the total lot area.
 1.36 LOT LINES. The lines bounding a lot as defined herein.
 1.37 LOT LINE, FRONT. In the case of an interior lot, a line separating the lot from the street; and in the case of a corner lot, a line separating the narrowest frontage of the lot from the street.

Multnomah County

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Elibert A 10 Garnest money agreement Re Herbert + Helen Hiel 417 n. monroe 1528 S. E. Nolgate 1- Otld Development Commission agrees to remove existing garage at 1528 S.E. Xalgate 2 - Otter Der Cohm, a green to exect a concrete block shap with approximately 1,000 gft. in area of existing garage at 1528 S. E. Halgate 3 - Shop to contain running water - sink + trilet; Single flu for annealing over; necessary electrical Jacilitien, and all on one least 4 - moving of all commercial equipment to be moved and re-assembled by commercial moveres and Otld der, bomme. To pay actual cost.



September 26, 1972

Checked with Don Stark about status of this case. He called Charles Peterson, Fields' attorney, who indicated he wasn't ready to close until all conditions have been met, i.e., building permits, etc. Don Stark says that a trial date has been set for October 31 and that this will have to be followed through with at this point.

Called Cascade Escrow and told them deal was in the hands of the attorneys at this point.

Two bids came in from Tri-State for addition. Size of addition is given as 21' x 35', instead of 13' that I thought had originally been mentioned. In any event, we will have to tie down specifications and ask for sealed bids.

WSJ



## Tri-State Realty Inc.

18428 S. E. Pine Portland, Oregon 97233 Phone 665-7171 ROCKWOOD - GRESHAM



September 21, 1972

Portland Development Commission 1700 5. W. 4 Portland, Oregon

Attention: Mr. Donald Stark

Re: Franzen - Field Sale

Dear Mr. Stark:

In am enclosing bids for the structural improvements required for the property being purchased by the evictee Mr. Field. The bids duplicate the floor space now contained in the evictee's shop building and full basement consisting of a total of 1.300 sq. feet.

We will appreciate a letter of committment from you regarding the structural changes as soon as possible. Thank you for your attention.

Very truly yours, J. Swoboda, Agent TRI-STATE REALTY, INC.

A5:cm Enc. cc: Mr. Benjamin Webb

"Professional Real Estate Service"

Northeast 10041 N.E. Glisan 255-6550 Rockwood - Gresham 18428 S.E. Pine 665-7171 Southeast 12300 S.E. Powell 761-3200 Clackamas - Milwaukie 7000 Thiesen Rd. 659-7011

CONSTRUCTION CO. 1836 NORTHEAST 82nd AVENUE PORTLAND, OREGON 97220 25 This construction contract is entered into on the day of, 19, by and betwe CONSTRUCTION CO. Inc., hereinafter called "Contractor," and the party or parties signing below, hereinafter called Name Home Address	en J and J 3. Excavation
ob AddressCity	11. Sheetmetal 12. W./Str. Inst.
ob PhoneOther Phone	13. Plumb./Sewer 14. Electrical
PECIFICATIONS:	15. Drywall/Plaster 16. Ceiling Tile 17. Cabinets
I manual manage plan & grander to	
a her fallinger cadalan	20. Lino /Vinyl 21. Carpet/Hd. Wd
	22. Bath/Kit. Acc. 23. Awning/Patio
all is the second for had portings	24. Fin. Carp. 25. Iron Work/Hdw
	26. Fence/Panel 27. Lite Fixtures
I male fortinge for new addition	28. Paint/Decor. 29. Debris Remova
	30. Miscellaneous
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Contractor shall furnish all labor and materials to perform the work described in the above specifications and Owner agrees	to pay Contractor as follows:
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Rasmussen Const. Co. 223 S. E. 146th Portland Oregon 97233

Date September 25 , 19 72

TOTri State Realty ( Mr Swaboda)

750 S. E. 135th Job address

Dear Sir: Portland

I propose to furnish all materials and perform all labor necessary to complete the following: Add to the front of existing garage 21' x 35' Concr\_te foundation and slab . 6'' block walls, Roof pitch to match existing, with 235# 3 tab shingles. Plans and permitts Existing garage floor resurfaced with concrete. approx. 21'x 22'

All of the above work to be completed in a substantial and workmanlike manner according to standard practices for the sum of our thousand seven hundredfourby 185 (2, 745.00) Payments to be made Ist of each mounth formaterials on the job and labor

that has been preformed. In full upon completion.

\_as the work progresses

days after completion.

to the value of \_\_\_\_\_\_ per cent (\_\_\_\_\_%) of all work completed. The entire

amount of contract to be paid within \_\_\_\_\_

Any alteration or deviation from the above specifications involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing.

PORTLAND, OREGON 97233 PHONE 253-6577

Respectfully submitted. Vasmussen)

### ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which \_\_\_\_\_\_ agree to pay the amount mentioned in said proposal, and according to the terms thereof. ACCEPTED

\_\_\_\_\_\_, 19 \_\_\_\_\_

Date\_

In Pods - The UTILITY Line Form No. 55-037

Spiral Bound - Duplicate - Form No. 50-250

September 20, 1972

Don Stark

The state of

Ben Webb

Letter of 9/14/72 from Charles Peterson to Mr. & Mrs. Herbert Field

The relocation benefits and procedures outlined by Mr. Peterson substantially correspond with our understanding we have with Mr. Field.

Bills

BCW/MB:ch



# **Cascade Escrow Service Co.**

SUITE 533, LLOYD BUILDING PORTLAND, OREGON 97232

700 N. E. MULTNOMAH PHONE 233-7521

September 19, 1972

RECEIVED

SEP 25 1972

Portland Development Commission

PORTLAND DEVELOPMENT COMMISSION

FOLLIANG	Deveropment commence	
1700 S.W.	Fourth Avenue	
Portland,	Oregon	

Subject: Herbert M. & Helen M. Fields

Attention: Mr. Benjamin Webb

Reference: Purchase of property - 750 S.E. 135th

Dear Mr. Webb:

A real estate transaction has been place in escrow for closing. In reviewing the matter, we are needing from your office funds in the amount of the commitment, \$25,000. All necessary items have been ordered to close the above mentioned transaction as soon as the funds are received and the pay-off letter and title are in.

If any delay is foreseen, or if you need further information please contact this office.

Very truly yours,

CASCADE BSCROW SERVICE CO.

Paul Spanba Manager

PS:pd

cc: Tri-State Realty, Inc. Charles Peterson, Attorney-at-Law Donald Stark, Attorney-at-Law

	DEP. DIR.
	D. CP12
	D. ADM.
	D. COM. C.
	P. 14.50
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_	SCW
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September 18, 1972

MEMO TO BEN WEBB

Enclosed is a copy of a letter from Charlie Peterson re the Field property, Parcel R 9-7. Does this correspond with our understanding?

DRS

avh



RECEIVED SEP 19 1972

PORTLAND DEVELOPMENT COMMISSION



EARL F. G. HURLBURT OLYWN E. KENNEDY CHARLES C. M. PETERSON GEORGE H. BOWLES BRUCE W. TOWSLEY

. vale

HURLBURT, KENNEDY, PETERSON, BOWLES & TOWSLEY ATTORNEYS AT LAW SUITE GII CENTURY TOWER IZOI S. W. IZH AVENUE PORTLAND, ORECON 97205 September 14, 1972

228-2373

## RECEIVED

SEP 19 1972

FORDAND DEVELOPMENT COMMISSION

Mr. and Mrs. Herbert M. Field 417 N. Monroe Street Portland, Oregon 97227

> Re: City of Portland vs. Herbert and Helen Field, No. 380-936

Dear Herb and Helen:

At your home yesterday I was distressed to see Helen unwell with worry over the forced uprooting of your home and business.

Hopefully all matter will soon be resolved.

We set out again the present posture of the situation as follows:

1. The City and HUD will pay up to \$25,000.00 under the pending purchase.

2. The regulations of HUD require payment of certain costs of alterations of the proposed purchase adequate for continuing present operations.

3. Federal regulations require HUD to pay moving costs.

In order to complete the proposed purchase theifollowing items must be done:

1. HUD must have detailed estimates of substance and costs of the needed alterations. This Herb should follow up without delay. Herb should cause estimates to be made that fit his needs. Stated differently, it would be futile to submit estimates to HUD unacceptable to Herb.

 Such estimates must be approved in writing for payment by HUD.

3. Such estimates must have the approval of proper zoning authority so that when the contractor applies for a construction permit there will be no "hang up". In other words, there should be in some form a written approval or assurance of the zoning authority. Mr. and Mrs. Herbert M. Field September 14, 1972 Page 2

If the above requirements cannot be "brought together" the purchase pending should not proceed for the \$25,000.00 allowance applies to the particular property - such is my understanding, at any rate.

Moving costs are a separate matter and would seem to present no problem.

We again remind you that trial date is October 31, 1972. A reasonable delay beyond October 31st may be permitted by the Court. However, you are urged to at once get at the obtaining of estimates.

Very truly yours

CCHP:mak

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L. sights

CC: A. J. Swoboda Donald Stark -Benjamin Webb

3.3



Re: City of Portland vs. Herbert and Helen Field

Dear Mr. Webb:

By way of follow-up of the general meeting on July 27th last at the offices of Don Stark, we enclose Affidavit of Herbert Field designed to assist your efforts on the zoning aspect of our problem. We hope it is of some usefulness.

During the pleasant discussion of July 27th in the presence of the assembled group you kindly permitted this person to read one or two paragraphs of HUD regulations concerning the HUD powers to place a property owner in "status quo". My recollection is that your experience with HUD definitely indicates that HUD interprets the two paragraphs so that full replacement under like circumstances is not always feasible. And, as in your view of past such rulings of HUD, the Fields could not be fully rehabilitated economically.

While perusal of the two paragraphs was cursory, my then immediate reaction was that HUD indeed would have the plenary authority within the framework of those regulations to provide the Fields with a replacement facility fully adequate to permit a continuance of their small home-manufacturing effort, the like of which they have been enjoying for two or three decades at their present home now being taken by the City of Portland.

Methods of presentation of any proposed plan to HUD are unknown to me - informal oral - by letter - by formal public meeting of HUD or whatever. If permissible "under the procedures" this person would welcome an opportunity to orally present to HUD people the posture of the Fields predicament and my views on the two regulations referred to above. Your reaction to this thought is solicited.

Incidentally, it would please me to receive a photo copy of those two paragraphs for my files.

With warmest personal regards, I am

Very trupy yours, Por erson

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CCMP:MAH cc: Donald Stark, A. J. Swoboda Mr. and Mrs. Field



July 17, 1972

Portland Development Commission 1700 S. W. 4 Avenue Portland, Oregon

> Subject: Herbert M. and Helen M. Fields 417 S. Monroe

Attention: Mr. Benjamin Webb

Dear Mr. Webb:

R

Enclosed is your form #601 (part 1) showing comparable properties to that of the subject. I am also enclosing an addendum to the Earnest Money Receipt which was prepared by Mr. and Mrs. Fields' attorney, Mr. Charles Peterson. I also am enclosing a copy of the Earnest Money Receipt for your review.

The purchase of the dwelling is contingent upon the buyers acquiring space equal to that now in his existing dwelling. He is presently using two bedrooms, full cement basement and shop building for business purposes. The operation will be phased down to require only the space now used in the basement and shop building. This consists of approximately 1300 sq. ft. I obtained bids for the extension of the garage on the dwelling to be purchased to duplicate the needed space. Cost would be \$2500 to \$4000.

Mr. Fields is now in a solvent position and this office would be reluctant to sell him a property which requires him to incur additional debt to duplicate what he is being forced to vacate.

As you know, the business is the sole source of support for Mr. Fields and his family. Moving him into quarters where he could not continue his business would preclude him from earning an income to adequately support himself and his family.

## "Professional Real Estate Service"

Northeast 10041 N.E. Glisan 255-6550 Rockwood - Gresham 18428 S.E. Pine 665-7171 Southeast 12300 S.E. Powell 761-3200 Clackamas - Milwaukie 7000 Thiesen Rd. 659-7011 Page 2

3

Mr. and Mrs. Fields would like to pursue this matter further. I ask that you call me and arrange a meeting at the convenience of yourself, the subject and myself. The property they have made an offer on is still on the market. One subsequent offer has been made. Mr. Fields has priority if satisfactory arrangements can be made.

I will appreciate your immediate attention in this matter.

truly yours, . Swoboda Tri-State Realty, Inc.

AS:cm Encl. Tri-State Realty, Inc. Mr. Don Nelson Mr. Mel Fox Mr. Charles Peterson



EARNEST MONEY AGREEMENT

Place and Date: Port

Portland, Oregon

RECEIVED OF	Herbert	M. and	Helen M. Field,	Husband and wife
as purchaser, the	sum of \$ 1.	000.00	(Cash) (Check	(Note) as earnest money and in part payment of the purchase
	described propert		n Multnomah	County, Oregon, house and lot sold as is, located at
		750 SE 1	55th Ave.	

which premises have this day been sold to said purchaser for the sum of \$ 20,950.00 payable as follows: \$ 1,000.0 0 (Easth: (Check) (Note) above receipted for and \$ Bal. Needappin acceptance of title and delivery of deed ..., balance \$ To be paid in cash from grant supplied by Portland Development Commission.

It is understood that all requirements of Portland development Commission must be met before this agreement is consumated.

Provided further that this agreement is contingent upon Portland Development Commission agreeing to terms on attached addendum and that zoning will permit continued operations of buyers present business.

free from encumbrances except easements, conditions and restrictions of record, and any mortgages and liens which purchaser has agreed to assume. It is agreed that mortgages, liens and encumbrances may be discharged from the proceeds of sale. Subject to acceptance by Seller, who shall furnish title insurance insuring marketable title; sale to be completed as soon as all documents are ready. Taxes are to be pro-rated as of the date of possession. Fire insurance to be pro-rated as of date of possession or purchaser may provide their own fire insurance. If Seller does not approve sale, or cannot furnish marketable title within reasonable time, the earnest money herein receipted for shall be refunded, but if Seller approves sale and title is marketable and the purchaser fails to complete purchase as above specified, the earnest money herein receipted for shall be forfeited to the undersigned broker to the extent of agreed upon commission, and residue to Seller as liquidated damages. If financing is required, Buyer agrees to make immediate application therefor, sign necessary papers, pay required costs, and exert best efforts to procure such financing. Possession of the above premises is to be delivered to the purchaser immediately on delivery of the deed or contract above mentioned or on <u>closing</u> 19 or as soon thereafter as existing laws and regulations will permit removal of tenants, if any. Time is the essence of this contract. Seller agrees to pay prevailing mortgage discount and pay all fees for inspections required by lender or mortgage insurer and make all required repairs. The Seller and Buyer designate Cascade Escrow Service Co., as escrow agent to close this transaction. A carbon or photocopy of this earnest money agreement, all documents and escret agrees tors and except earnest money paid to broker which shall be retained in broker's trust account) shall be those contained in Stevens-Ness form 147 or 706 in addition to those terms contained herein. Buyer and Seller ead sage the these secrow fee equally

		By:
I hereby	y agree to purchase above property upon above m	entioned terms and conditions.
ADDRESS:	417 N. MONRIE	(PURCHASER) Jerbert m. Frel?
PHONE:	287-2002	(PURCHASER) Kelen M. Field:
I appro	ve and accept the above sale and agree to above m 19, and agree to pay forthwith to said b	
transaction. ADDRESS:	RK1 Bry 385-5-Am	ity (SELLER) Derald F. Frangen
	234-3361 X-4746	

To be prepared in quadruplicate. I hereby acknowledge receipt of a copy of this eardest money receipt.

1. PURCHASER'S RECEIPT

#### 2. PURCHASER WITH ALL SIGNATURES

June 20, 1972

Mr. Donald R. Stark Attorney at Law Boise Cascade Bullding 1600 S. W. Fourth Avenue Portland, Oregon 97201

Dear Don:

in response to your request for information on the Fields (Parcel R-9-7), the following is submitted:

Replacement Housing Payment on a maximum schedule basis would be as follows:

A PROJECT	droom Option	si na Ria Ve		\$17,887
RHP	See.	E. A.R.	an ge	\$ 5,387

Moving and dislocation allowance based on maximum schedule will be \$500.

In view of the problem of locating property properly zoned for light manufacturing, plus meeting the requirements on the dwelling, Ben Webb, Chief of Relocation, has advised us to search for property on a comparable basis which has allowed us to consider additional RHP. The Fields would further be eligible for cost of moving the business; however, the business does not appear eligible for "In lieu" costs, as they presumably will not lose a substantial portion of their existing patronage.

The Fields have been shown many properties by several in the real estate community and PDC Relocation staff, including one property which would involve the building of a business building from RHF funds. Every effort is being made to properly relocate the family, taking into consideration the wishes and needs of the clients and PDC's willingness to allow more RHP on a comperable basis.

A map has been prepared for both the Fields and Relocation staff, showing areas which are zoned M-3 (light industrial) within the City limits only. This map is used as a guide in seeking a suitable property, as Mr. Field has expressed his desire to stay within City limits and, most definitely, Multnomah County. Mr. Donald R. Stark Page 2. June 20, 1972

REM

Several properties with proper zoning and meeting housing requirements have been located, but without exception the clients have either inspected and found the property unsuitable or would not inspect at all.

> Very truly yours, W. Stanley Jones

By: Betty R. Burns & Relocation Advisor

BRB:ch



Attorneys and Counselors at Law Boise Cascade Building Portland, Oregon 97201

TELEPHONE 222-9966

DAVID R. WILLIAMS MALCOLM I MONTAGUE DONALD R. STARK PRESTON C. HIEFIELD, JR. OLIVER I. NORVILLE JAMES E. GRIFFIN LARRY C. HAMMACK RICHARD E. ALEXANDER

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June 15, 1972

Mr. Stan Jones Portland Development Commission 235 North Monroe Street Portland, Oregon 97227

Dear Stan:

I am now in contact with an attorney for the Fields on parcel R-9-7. Would you please outline for me your belief in relocation benefits to which they are entitled.

In addition, I am advised that they would like some help in relocating. By this I mean they need an inexpensive manufacturing facility to continue their business and have been unable to find it. If you or someone on the staff could personally assist them in trying to relocate, I think it might be a benefit in settling this case.

Very truly yours,

WILLIAMS, MONTAGUE, STARK, HIEFIELD & NORVILLE, P.C.

Donald R. Stark

DRS:nb

June 6, 1972

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Sec.

Don Stark

Stan Jones

Parcel R-9-7 - Emanuel Project

Per your request, I have checked the manufacturing facility on parcel R-9-7. It does not appear that there are any items that may be considered as fixtures.

14 100

Trans Bas to

Please call me if you have any questions.

WSJ:ch

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WILLIAMS, MONTAGUE, STARK, HIEFIELD & NORVILLE, P. C. Attorneys and Counselors at Law Boise Cascade Building

PORTLAND, OREGON 97201

TELEPHONE 222-9966

DAVID R. WILLIAMS MALCOLM I. MONTAGUE DONALD R. STARK PRESTON C. HIEFIELD, JR. OLIVER I. NORVILLE JAMES E. GRIFFIN LARRY C. HAMMACK RICHARD E. ALEXANDER

May 31, 1972

Mr. Stan Jones Portland Development Commission 235 North Monroe Street Portland, Oregon 97227

Re: Portland Development Commission v. Field

Dear Stan:

Would you take a look at the manufacturing facility on the Field property (Parcel R 9-7) and advise me if there are any items in there that might be considered as fixtures. You might also discuss with him at this time relocation benefits if you have not already done so. Please give me any information you may have regarding the operation that might be useful in trying the condemnation suit. We expect to file the case within the next few days.

Very truly yours,

WILLIAMS, MONTAGUE, STARK, HIEFIELD & NORVILLE, P.C.

Dohald R. Stark

DRS/bb

WILLIAMS, MONTAGUE, STARK, HIEFIELD & NORVILLE, P. C. Attorneys and Counselors at Law Boise Cascade Building

PORTLAND, OREGON 97201

TELEPHONE 222-9966

DAVID R. WILLIAMS MALCOLM J. MONTACUE DONALD R. STARK PRESTON C HIEFIELD, JR. OLIVER J. NORVILLE JAMES E. CRIFFIN LARRY C. HAMMACK RICHARD E. ALEXANDER

May 31, 1972

CERTIFIED/RETURN RECEIPT REQUESTED

Herbert M. Field and Helen M. Field 417 North Monroe Street Portland, Oregon 97227

Dear Mr. and Mrs. Field:

The Portland Development Commission has negotiated with you for the acquisition of your property described as follows:

> Lot 9, Block 9, SUBDIVISION OF RIVERVIEW ADDITION TO ALBINA, City of Portland, Multhomah County, Oregon.

The Development Commission has found it necessary to acquire your property for the purpose of carrying out the Emanuel Urban Renewal Project and I have been authorized by the Portland Development Commission to offer to you and do hereby offer and tender to you the sum of \$12,950 for a warranty deed conveying said real property to the City of Portland acting by and through the Portland Development Commission as the duly designated Urban Renewal Agency of the City of Portland, free and clear of all liens and encumbrances; rights of possession; claims to rights of possession; recorded and unrecorded leasehold interests, except building restrictions of record and zoning ordinances; and quitclaim of all right, title and interest which you may have in any alleys, roads, streets, ways, strips, easements, or rights of way abutting or adjoining said property; and any gains of ingress or egress appurtenant to said property. Herbert M. Field and Helen M. Field May 31, 1972 Page 2

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The offer herein contained is based upon independent fee appraisals made of your property. The appraisals involve personal inspection of the property and an investigation of sales of similar properties within the Portland area. The appraisers considered special features of your property, including its use for manufacturing purposes.

In the event we are unable to reach a satisfactory agreement upon the basis of the offer herein made I have been instructed to commence and prosecute to final determination such condemnation proceedings as may be necessary to acquire the above described real property.

In order to assist you in finding replacement housing and to relocate your manufacturing business with the least possible inconvenience to yourself, the facilities of the Portland Development Commission's relocation staff are available to you at any time. Should you need assistance in locating replacement housing or in any other facet of relocating please contact Stan Jones at the Emanuel Site Office at 235 North Monroe Street.

If you have any questions or are willing to settle for the offer herein stated, please contact immediately the undersigned. It is sincerely hoped that condemnation proceedings will not be necessary and that a settlement can be reached.

Very truly yours,

DONALD R. STARK Portland Development Commission Legal Counsel

DRS/bb

E. Wiley

#### MEMORANDUM

Date \_\_\_\_\_ March 2, 1972

TO: The File

FROM: Norm Beukelman

SUBJECT: Parcel R-9-7 - Fields

In discussion with Real Estate Department, appraiser and owners - the Fields, it was decided to place a value on the residence portion and on the commercial part with the shop on it.

The total appraised value of the property is \$12,500.

Value of the residence and 2500 sq. ft. of land:	\$9,180 - 73,44%
Value of shop and 1820 sq. ft. of land:	3,320 = 26.26%
	\$12,500 100.00

NB:ch cc: Betty Burns

\$ 15,000 Price faid into court. \$ 11,016 - 73,44% 3,984 = 26,56% \$ 15,000 100.00

HOUSING RESOURCES SURVEY

To be Filled in For Each Dwelling Unit in All Survey Areas	To be	Filled	in	For	Each	Dwelling	Unit	in	A11	Survey	Areas
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A

Date Analyst Surveyed Dwelling Unit No Structure No Cer Street Address HIT N. Monyoe Legal Description	nsus Block No. 29 Census Tract No. 22A
NAME OF OCCUPANT:NAME & ADDRESS ( Heckert M.4 HTELEPHONE:117 N. MongTELEPHONE:28INTERVIEWED? () Yes () NoINTERVIEWED? (X)	telen M. Field x02 87-2002 TELEPHONE:
I. DESCRIPTION OF STRUCTURE         Kind of dwelling unit       No. of units in bldg.         ✓       One-family house         Apt. in a house	C. Market value data for dwelling unit in a multiple-family structure or commercial bldg. Market value Computed value for entire per sq. ft. for structure this dw. unit Land \$\$ Improvements TotalSq. ft. of all d. u. in this structure Sq. ft. of commercial space and value of commercial space: Land \$, improvements \$, total \$
Vacant         III. SIZE OF DWELLING UNIT         III. SIZE OF DWELLING         III. SIZE OF DWELLING UNIT         III. SIZE OF DWELLING UNIT         III. SIZE OF DWELLING         III. SIZE OF DWELLING         III. SIZE OF DWELLING UNIT         III. SIZE OF DWELLING UNIT         III. SIZE OF DWELLING UNIT         III. SIZE OF DWELLING UNIT     <	V. RENTAL RATE FOR THIS RENTED UNIT         Monthly       Cash         utilities       Total paid         average       rent         by renter         Rent       \$         Electricity       \$         Gas          Water
197/       Period market value data applicable         197/       Period market value data applicable         197/       Date of tast appraisal         1900       Date of tast appraisal         1900       Date structure was originally built         Date of any major alterations         B. Market value data for one-family dwelling         Market       Computed value         value       per sq. ft.         Land       \$         3040       \$         Total       7060	Deposits required of renter Advance rent \$, other \$ Rental information obtained from Tenant, owner, manager, or estimated from assessor's data VI. FOR SALE INFORMATION FOR THIS HOUSE THAT IS OCCUPIED BY OWNER OR RENTER Listed with broker, yes, no Advertised by owner, yes, no Cash asking price \$ Period house has been for sale, months
PDC-HRS-1	VII. <u>REMARKS</u>

1-15-71

## HOUSING RESOURCES SURVEY

### RELOCATION ASSISTANCE NEEDS OF RESIDENTS OF EMANUEL HOSPITAL PROJECT AREA

(To be filled in for each dwelling unit in the Project Area)

Analyst Date of survey Dwelling Unit No Structure No Censu	Tabulator	Date tabulated
Street Address 417 N. Monroe	Apartment No.	0. <u>ecn</u>
<ul> <li>A. Status Of Relocation Assistance Needs At T</li> <li>1. Assistance may be needed, yes <u>&gt;</u>, no</li> <li>2. Why no assistance may be needed</li> <li>a. Vacant</li> <li>b. Will be vacated on the following of c. Other reasons</li> </ul>	his Dwelling Unit:	ale forget in the firm
B. Residents Of This Dwelling Unit Who May N	eed Relocation Assistance:	
<u>Name</u> <u>Herbert M. field</u> <u>Head of househ</u> <u>Helen</u> <u>wife</u> <u>a.</u>	rold M Del	0 "
4 5 6 7 8 9		
	and location of jobs: ers Street address where job	
2. Monthly income from jobs and from all or Names of persons in this household who have income from any source Total family or household income per mo	Amount of income per month In month before In an avera this survey month duri \$\$	ige
<ul> <li>D. Characteristics Of Replacement Housing Net</li> <li>1. Location (indicate approximate cross strue)</li> <li>2. Transportation, number of autos owned</li> <li>3. Will rent house, apartment, exp (Furniture is owned, yes, no, structure)</li> <li>4. Will buy house in price range \$</li> <li>5. If now buying this house, how much are properties of unit to be sought, number of bedructure is owned, number of bedructure is owned, number of bedructure is owned, number of bathrooms</li></ul>	eds Expected To Be Sought: eets), use bus, walk ect to pay rent, including utilities tove and refrigerator owned, yes_ , down payment of \$, mont ayments on contract or mortgage ooms, kitchen, dining ro	at \$ per mo. , no hly payment of \$ monthly \$ om,
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