

*Amended by 105-837*

CONTRACT FOR PRELIMINARY  
APPRAISAL OF REDEVELOPMENT SITES

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1957, by and between WILLIAM L. BREWSTER, GERALD R. SCHOLZ and ARVIN A. BURNETT, partners, doing business as BREWSTER, SCHOLZ AND BURNETT, hereinafter called "Appraisers" and the CITY OF PORTLAND, a municipal corporation of the State of Oregon, hereinafter referred to as "Local Public Agency",

W I T N E S S E T H:

WHEREAS, the services to be performed under this contract are necessary to achieve the purposes of ascertaining the marketability of the proposed new uses at the South Auditorium urban renewal project, and Title I of the Housing Act of 1949 (Public Law 171 - 81st Congress, approved July 15, 1949), as amended;

NOW, THEREFORE, the Local Public Agency and the Appraiser do hereby agree as follows:

ARTICLE 1. Description of Project Area and Project Land. The "Project Area" is all that certain land in the City of Portland, County of Multnomah, State of Oregon, described as follows:

Beginning at the intersection of S.W. Harbor Drive and S.W. Arthur Street, west to S.W. 4th Avenue, north to S.W. Sheridan Street, west to a point 100 feet west of S.W. 6th Avenue, northwest to the intersection of S.W. Sherman Street and S.W. Broadway Drive, northwest to a point 100 feet west of the intersection of S.W. 10th Avenue and S.W. Clifton Street, northwest to the intersection of S.W. 12th Avenue and S.W. Collect Street, northwest to the intersection of S.W. 16th Avenue and S.W. Harrison Street, northwest to the intersection of S.W. 18th Avenue and S.W. Mill Street, north to S.W. Market Street, southeasterly along S.W. Market Street to S.W. Harbor Drive, southwesterly along Harbor Drive to S.W. Arthur Street.

ARTICLE 2. Character and Extent of Appraiser's Services.  
The appraiser agrees to:

a. Consult with and advise the Local Public Agency, at such time or times as may be mutually convenient for the parties in this contract, regarding the functions performed and to be performed hereunder and the real estate aspects of the Local Public Agency's plans and programs which are related to the reports prepared or to be prepared under this contract. Such consultation shall include, among other things, the furnishing to the Local Public Agency of advice with respect to:

Basis for Valuations. The Appraiser's estimate or estimates of value shall be as of a stated date concurrent with the preparation of the appraisal report and shall be based on the assumption that the land has been acquired, cleared and prepared for disposal. All assumptions made by the Appraiser with respect to the condition of the Project Land and the installation of site improvements shall be stated in the report.

Content of the Appraisal Report. The appraisal report shall conform in form and content to recognized professional practice and shall, among other things, contain the follows:

1. Table of Contents. A table of contents to facilitate reference to the analyses and conclusions of the Appraiser and to the factors affecting the utility, marketability and value of the Project Land.

2. Letter of Transmittal. A letter of transmittal which shall contain a summary of the principal findings, conclusions and recommendations of the Appraiser including the Appraiser's estimate or estimates of the fair value of the Project Land for recommended redevelopment uses. The transmittal letter also shall contain a statement of the contingent conditions and assumptions of the appraisal and a certification of the dis-interest of the Appraiser in conformity with paragraph "c" of Article 6 of this contract.

3. Opinions and Conclusions of the Appraiser. The appraisal report shall contain the opinions and conclusions of the Appraiser, together with the data and analyses by which they were derived, as to the following:

- (a) The redevelopment uses or types of uses for which the Project Land would be suitable or adaptable, together with the opinion of the Appraiser as to the best redevelopment use or uses for the land and as to the suitability of the Project Land for any uses proposed by the Local Public Agency.
- (b) If it is concluded that subdivision of the Project Land into two or more disposal units would enable the Local Public Agency to obtain a greater recovery from disposition of the land or to effect a more proper or expeditious disposal of the land in accordance with the objectives of the project, a delineation by reference to the plan of the Project Area of the separate parcels into which the Appraiser recommends that the Project Land be subdivided, together with the use or uses which the Appraiser recommends, in accordance with the subparagraph (a) next above, for each of the parcels so delineated.

- (a) A description of the Project Land which clearly identifies the property covered by the appraisal report.
- (b) A statement and brief analysis of the types of uses for which the Project Land is reasonably suited or capable of being adopted, together with a detailed analysis of the Project Land and its economic and environmental characteristics from the point of view of the redevelopment uses for which the land is deemed best suited. Such analyses shall include (i) a description of the characteristics and attributes of the land and an analysis showing how such factors influenced the selection of the redevelopment uses for which the land is considered suitable and how they affect the marketability and value of the land for the use or uses for which it is deemed best suited and (ii) a description and analysis of the economic and environmental factors (such as location, use of adjacent land, taxation, transportation facilities, marketing factors, and, if industrial redevelopment is recommended, the sources, cost and future availability of fuel, power, raw materials, utility services and labor) which affect the uses for which the land is suitable and the marketability and value of the land for the use or uses for which it is deemed best suited.
- (c) The analyses, estimates and reasoning by which the Appraiser reached his opinions as to the marketability and fair value of the Project Land. Information shall be furnished with respect to properties which are considered by the Appraiser to be comparable or competitive with the land being appraised and which were considered by the Appraiser in estimating the marketability and fair value of the Project Land for the use or uses for which it is considered best suited. The explanation of Appraiser's opinions as to the value and marketability of the land shall reflect consideration of, and appropriate allowances for, the differences which are pertinent to the desirability of the Project Land and of the properties with which it is compared.
- (d) An analysis of the present and prospective market for land for the use or types of uses for which the Project Land is considered best suited and the rate of absorption of land in the locality during the recent past for such uses, together with an analysis of the supply, relative desirability and prices of competitive land suitable for the same general purposes.



ARTICLE 4. Services to be Provided by the Local Public Agency.  
The Local Public Agency agrees to furnish the Appraiser the following:

a. One copy of a map or maps drawn to scale and showing the Project Area and Project Land and further showing:

- (1) The dimensions and area of the Project Land;
- (2) Topographic lines and conditions of the surface which are proposed to be established for the Project Land;
- (3) Preliminary determinations as to the type and capacities of utilities and public services to be provided, including storm and sanitary sewers, water, gas, electricity and transportation facilities;
- (4) Preliminary determinations as to the streets, alleys and other public rights-of-way, including spur tracks adjacent to or providing access to the Project Land, which are proposed or will remain;
- (5) Easements, if any, to be reserved in Project Land.

b. A statement of any preliminary determinations as to proposed land uses and as to proposed restrictions on the redevelopment and use of the Project Land.

c. All available information as to proposed zoning and as to proposed building regulations or restrictions, pertaining to the Project Area.

d. Information with respect to any plans, publications, reports, statistics, studies, records or other data or information prepared or owned by the Local Public Agency and relevant to the subject matter of the services to be furnished by the Appraiser under this contract and permission, at reasonable times and under reasonable conditions, to examine such materials (except appraisals by others and information considered confidential by the Local Public Agency).

ARTICLE 5. Changes. The Local Public Agency, at any time by written notice to the Appraiser, may modify the scope or quantity of the services to be furnished under this agreement. If such changes cause an increase or decrease in the amount of services to be provided by the Appraiser or in the time required for their performance, equitable adjustment shall be made in the provisions of this agreement for payments to the Appraiser or for the time for performance of the services or for both, and this agreement shall be modified by agreement of the parties accordingly, including the amount of such adjustment.

ARTICLE 6. Representations and Agreements of Appraiser.

As an inducement to the execution of this contract by the Local Public Agency and in consideration of the agreements to be performed by the Local Public Agency, the Appraiser represents and agrees that:

a. Qualifications. The Appraiser is qualified to perform the services to be furnished under this agreement and is duly authorized or permitted by or under law to perform such services, and all personnel engaged in the work shall be so qualified and so authorized or permitted to do the work they perform.

b. Solicitation or Procurement of Contract. The Appraiser has not employed any person to solicit or procure this contract and has not made, and will not make, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee, or other compensation in connection with the procurement of this contract.

c. Interest of the Appraiser and the Appraiser's Employees. The Appraiser does not have any interest (including that of real estate agent or broker), direct or indirect, present or prospective, in any of the land in the Project Area, or in the sale or disposition thereof, or any other interest, whether or not in connection with said property, which would conflict in any manner or degree with the performance of the services and the submission of impartial reports, and has not employed and will not employ, in connection with the services to be furnished hereunder, any person having any such interest, and until the Project Land is disposed of by the Local Public Agency or excluded from its project or projects by resolution of its governing body, the Appraiser and any employees of the Appraiser, so long as they are employed by the Appraiser, will not acquire any interest in the Project Area and will not, for their own account or for other than the Local Public Agency, negotiate for any of the land in the Project Area, perform services in connection with said land, or testify voluntarily as a witness in any proceeding with respect to such land.

d. Services to be Confidential. All services, including reports, opinions, and information to be furnished under this agreement are confidential and shall not be divulged, in whole or in part, to any person, other than to duly authorized representatives of the Local Public Agency, without prior written approval of the Local Public Agency, except by testimony under oath in a judicial proceeding. The Appraiser shall take all necessary steps to assure that no member of his staff or organization divulges any information concerning such appraisals or services except as provided above.

e. Facilities and Personnel. The Appraiser has and will continue to have proper facilities and personnel to perform the services and work agreed to be performed hereunder.



f. Non-Discrimination. There shall be no discrimination against any employe who is employed in the work covered by this contract, or against any applicant for such employment, because of race, religion, color or national origin. This provision shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

g. Assignment. The Appraiser's rights, obligations and duties under this agreement shall not be assigned in whole or in part, but this shall not prohibit the assignment of proceeds due or to become due hereunder. This contract may be assigned by the Local Public Agency to any corporation, agency or instrumentality having authority to accept the assignment.

h. Subcontracting. None of the work or services covered by this agreement shall be subcontracted.

i. Records. The Appraiser will maintain a record of all details with respect to the services performed hereunder, including one complete copy of the appraisal report.

The Appraiser will, if requested by the Local Public Agency, furnish the Local Public Agency affidavits certifying as to compliance with any or all of the provisions of this Article.

ARTICLE 7. Termination of Contract for Cause. In the event of breach of any condition or provision hereof, the Local Public Agency shall have the right, by prior written notice to the Appraiser, to terminate the employment of the Appraiser hereunder and cancel this agreement and have the work thus cancelled otherwise performed, without prejudice to any other rights or remedies of the Local Public Agency. The Local Public Agency shall have the benefit of such work as may have been completed up to the time of such termination or cancellation, and with respect to any part which shall have been delivered to and accepted by the Local Public Agency there shall be an equitable adjustment of compensation, which in no event shall exceed the total amount of compensation which would be payable if this agreement had been fully performed by the Appraiser.

ARTICLE 8. Interest of Members of Local Public Agency. No member of the Local Public Agency shall participate in any decision relative to this agreement affecting, directly or indirectly, his personal interests. No such member and no other officer, agent, servant or employe of the Local Public Agency having any responsibility or function in connection with this agreement shall have any private interest, direct or indirect, in this agreement or the proceeds thereof.

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ARTICLE 9. Officials Not to Benefit. No member of or delegate to the Congress of the United States of America and no Resident Commissioner shall be admitted to any share or part of this agreement, or to any benefit to arise from the same.

ARTICLE 10. Notices. Any action, notice or request taken, given or made by the Local Public Agency hereunder may be taken, given or made by Lloyd T. Keefe, Planning Director, or such other person or persons as the Local Public Agency may, by written notice to the Appraiser, designate for such purpose. All notices given or made to the Appraiser hereunder shall be deemed to be duly and properly given or made if mailed to the address specified below, or delivered personally to the Appraiser. All notices or other papers given or delivered to the Local Public Agency hereunder shall be deemed to have been sufficiently given or delivered if mailed, postage prepaid, to Urban Renewal Division, City Planning Commission, 2234 S.W. 5th Avenue, Portland, Oregon, or to such other representative or address as the Local Public Agency may designate to the Appraiser in writing.

IN WITNESS WHEREOF the Local Public Agency and the Appraiser have executed this agreement on the day and year first above written.

Appraiser- One of Partners

CITY OF PORTLAND

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
Commissioner of Public Works

Local Public Agency

Approved as to form:

Chief Deputy City Attorney

10-Agreement  
4/12/57  
RLH:gm



## ORDINANCE No. 105741

*Amended by 105839*

An Ordinance authorizing execution on behalf of the City of an agreement with Brewster, Scholz and Burnett, real estate consultants, to ascertain the marketability of the proposed new uses in the South Auditorium urban renewal project, authorizing the drawing and delivery of warrants therefor, and declaring an emergency.

The City of Portland does ordain as follows:

Section 1. The Council finds that the Urban Renewal Administration of the Federal Housing and Home Finance Agency requires that the City employ an outside professional real estate consultant to ascertain the marketability of the proposed new uses in the South Auditorium urban renewal project; that the firm of Brewster, Scholz and Burnett, real estate consultants, American Bank Building, Portland, are well qualified to perform such services, and have agreed to perform such services for the sum of \$2,150.00; that a contract should be entered into with such firm to provide the necessary services; now, therefore, the Mayor and Commissioner of Public Works are hereby authorized and directed to execute a contract with Brewster, Scholz and Burnett, real estate consultants, American Bank Building, Portland, to provide services for the purposes specified in this ordinance; such contract shall be approved by the City Attorney as to form and shall be substantially in accordance with the form of agreement attached hereto, marked Exhibit "A" and by this reference made a part of this ordinance, and the Mayor and Auditor are authorized to draw and deliver warrants in payment for said service, chargeable to the appropriation Federal Grants Fund, Urban Renewal, Other Fees and Services (6730.190).

Section 2. Inasmuch as this ordinance is necessary for the immediate preservation of the public health, peace and safety of the City of Portland in this: In order that there may be no unnecessary delay in providing for the services needed by the City as described in Section 1 hereof; therefore, an emergency hereby is declared to exist and this ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, APR 17 1957

*Samuel H. Schuman*  
Mayor of the City of Portland

Attest:

*Will Gibson*

Auditor of the City of Portland

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Passed by the Council, APR 17 1957

*Samuel Schuman*  
Mayor of the City of Portland

Attest:

*Will Gibson*

Auditor of the City of Portland

Calendar No. 1674

THE COMMISSIONERS VOTED  
AS FOLLOWS:

	Yeas	Nays
Bean	/	
Boody	/	
Bowes	/	
Earl	/	
Schrunk	/	

FOUR-FIFTHS CALENDAR

Bean	
Boody	
Bowes	
Earl	
Schrunk	

ORDINANCE No. 105741

Title

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Filed APR 12 1957

*Will Sibson.*  
Auditor of the CITY OF PORTLAND

By *Ed Strey* Deputy

INTRODUCED BY  
Commissioner Bowes

DRAWN BY

RLH:gm

Date 4/12/57

NOTED BY THE COMMISSIONER

Affairs

Finance

Safety

Utilities

Works

*WAB*

City Attorney

*only*

NOTED FOR CITY AUDITOR

*WAB*

APPROVED

Date

By

City Engineer

Date

By