

#### Multnomah Procedures for the Multnomah County Tax Title Program Fixed Price (No Bid) Private Sale-R145064. Web: multco.us/taxtitle | E-mail: tax.title@multco.us

- 1. Buyers must review the Private Sale Package, including: these Procedures; Offering Flier; Private Sale Agreement-Inspection Waiver (R145064) ("Agreement", "Property" defined therein); Preliminary Title Report; and, Notice of Violations. This is a fixed-price offering; no bids are accepted. Buyers who have executed the Agreement and have cash or certified funds for the Private Sale Deposit or the full Purchase Price ("Funds") must deliver the executed Agreement (including Disclosure) and Funds (noting "R145064" on check) to the Tax Title Program, Multnomah Building, 501 SE Hawthorne Blvd., Room 175, Portland, Oregon, 97214-3560. County will execute and return Agreement within five (5) business days.
- 2. When ready to deliver the executed Agreement and Funds, the Buyers must e-mail tax.title@multco.us to determine the Property's availability and to notice intended delivery. The Property will not be held; the sale is on a first-come, first-served basis; there is no reservation. The Property is withdrawn from offer upon receipt of Funds and the executed Agreement. Any party that serves notice of delivery and fails to deliver may be excluded from purchasing the Property.
- 3. Multnomah County is not obliged to furnish a survey or provide title insurance for the Property. Any dimensions identified on maps or in other information are approximate and may or may not represent the actual Property boundaries. Buyers are advised to view Property prior to bidding.
- 4. The Property is sold "AS IS". Buyers should thoroughly investigate all aspects of the Property prior to bidding. Multnomah County does not guarantee or warrant that any parcel is usable for any particular purpose. The County makes no warranties or guarantees regarding the title to the Property offered for sale, but shall only sell and convey such interest as the County acquired by foreclosure or other means and holds at the time of sale.
- 5. The conveyance is subject to all recorded easements, encumbrances or road right of way dedications. It is important to review all zoning and planning codes for permitted uses and requirements. Please contact the appropriate City or County zoning and planning office for more information.
- 6. Please be advised that County employees are not authorized to answer specific questions regarding the Property, including but not limited to: the size, the condition, the planning, zoning or building codes or regulations applicable thereto. Any statement by a County employee on these matters is not binding on the County; except and unless such a statement is made by a County Land Use Planning Division staff member in the context of a formal land use decision wherein the County is the land use authority.
- 7. The Property may be subject to liens by the City of Portland. ORS 275.275 provides that at the time of the sale the County is to pay the City the amount of any local improvement liens. All City liens (local improvement and any others) against the Property will be paid and satisfied within approximately thirty (30) days from the sale and recording date of the Property at the County's obligation. However, any violations and cure of such are the responsibility of the Buyer upon Closing.
- 8. Possession is acquired when the Property is paid in full and the deed recorded by the County, approximately ten (10) business days after full payment of Purchase Price in conformance with the Private Sale Agreement-Inspection Waiver (R145064).

SE PORTLAND
Brentwood-Darlington (Errol Heights)
RESIDENTIAL LAND (R5a)
OFFERED AT: \$149,000
Effective July 11, 2017

5724 SE Flavel Dr Portland, OR 97206 Tax Account: R145064

Map Tax Lot: 1S2E19DD -10200 Lot Size: 0.25 Acres (10,920 SF)

Current Price: \$149,000

**Deposit: \$15,000** 









Property may have mold, lead paint, asbestos, or other conditions which render the improvements NOT habitable and without economic potential. Valuation is as redevelopment land. This Property was previously offered at a Public Sale. It will now be sold under a Fixed Price (No Bid) Private Sale Agreement available at: <a href="multco.us/taxtitle">multco.us/taxtitle</a>. Additional information available on the website. Questions not addressed in Agreement or on website will be answered via E-Mail: <a href="multco.us">tax.title@multco.us</a>.







#### **DISCLAIMER**

All properties are sold "AS IS" Potential buyers should thoroughly investigate all aspects of a property prior to making a non-refundable Private Sale Deposit. Multnomah County does not guarantee or warrant that any parcel is usable for any particular purpose.

Please be advised that County employees are not authorized to answer specific questions regarding the properties. including but not limited to: the size, the condition, the planning, zoning or building codes or regulations applicable thereto. Any statement by a County employee on these matters is not binding on the County; except and unless such a statement is made by a County Land Use Planning Division staff member in the context of a formal land use decision wherein the County is the land use planning jurisdiction with respect to the subject property

The information contained herein has been obtained through sources deemed reliable by Multnomah County but cannot be guaranteed for its accuracy. It is highly recommended buyer and interested parties independently verify any information.

multco.us/taxtitle



# DATE: \_\_\_\_\_\_, 2017 SELLER: MULTNOMAH COUNTY, OREGON by and through its Tax Title Program, 501 S.E. Hawthorne Blvd., Suite 175, Portland, Oregon, 97214-3577, ("County" or "Seller"). BUYER: Name: \_\_\_\_\_\_

Telephone/E-mail: \_\_\_\_\_(hereafter, "Buyer")

Address: \_\_\_\_\_

#### **Recitals**

- 1. County acquired title by foreclosure for delinquent taxes to certain real property situated in Multnomah County, Oregon, more particularly described in **Exhibit 1**, and hereinafter referred to as "Property".
- 2. The Property was offered at a Public Sale March 20, 2017, pursuant to Board Order 2017-008 ("Order"). The Property failed to receive the minimum bid. County now desires to sell the property through a private sale pursuant to ORS 275.210 and the Order.

**Agreement** (hereafter, the "Agreement")

Now, therefore, for valuable consideration, the parties agree as follows:

- **1. Sale and Purchase.** Buyer agrees to purchase the Property from County and County agrees to sell the Property to Buyer for the sum of \$149,000.00 ("Purchase Price").
- **2. Private Sale Deposit.** County hereby acknowledges receipt of the sum of \$15,000.00 paid by Buyer as a non-refundable private sale deposit ("Deposit"). The Deposit shall be applied to the Purchase Price on the Closing Date, as that term is defined herein.
- 3. Payment of Purchase Price. The Purchase Price shall be paid as follows: At closing, the Deposit shall be credited to the Purchase Price and the Buyer shall pay the balance of the Purchase Price in cash.
- **4.** Closing. Closing shall take place on or before twenty (20) business days from the date of County execution of this Agreement, at 1:00 PM local time; ("Closing Date"), at the offices of Multnomah County Tax Title, 501 SE Hawthorne Blvd, Suite 175, Portland, Oregon, 97214-3577 ("Program Offices".)
- 5. Lead Based Paint Inspection Waiver. Buyer waives the opportunity to conduct a risk-assessment or inspection to determine the presence of lead-based paint or lead-based paint hazards on the Property. Buyer acknowledges potential presence of lead-based paint or lead-based paint hazards on the Property. The disclosure statement on lead-based paint and lead-based paint hazards, which is attached as **Exhibit 2**, is incorporated in this Agreement.
- **6. Right of Entry**. Buyer or its agents may, prior to Closing Date, enter the Property from time to time, by mutual agreement, to inspect the Property, as reasonably needed. County may require special equipment or inspection certification for entry if then current property conditions merit it. Buyer shall indemnify, hold harmless and defend County from all

liens, costs, claims, demands, suits and expenses including reasonable attorney fees and expert fees, arising from or relating to Buyer's entry on or inspection of the Property; or any other work performed or allowed by Buyer on the Property prior to closing. This covenant to indemnify, hold harmless and defend Seller shall survive closing or any termination of this Agreement.

- 7. **Deed**. Within approximately ten (10) business days of the Closing Date, County shall execute, record, and make delivery to Buyer at Program Offices a statutory bargain and sale deed conveying the Property to Buyer.
  - **8. Title Insurance.** County does not provide title insurance.
- **9. Possession.** Buyer shall be entitled to possession immediately upon recording with closing.
- 10. Property Sold "AS IS. WHERE IS." Buyer agrees that it has accepted and executed this Agreement on the basis of its own examination and personal knowledge of the Property; County makes no representations or warranties with respect to the physical condition or any other aspect of the Property, including, without limitation, that the Property may have conformed to past, current, or future applicable zoning or building code requirements, the existence of soil and stability, past soil repair, soil additions, or conditions of soil fill of susceptibility to landslides, the sufficiency of any undershoring, the sufficiency of any drainage, whether the Property is located either wholly or partially in a flood plain or a flood hazard boundary or similar area, or any other matter affecting the stability or integrity of the Property. Buyer expressly acknowledges that the Property is being sold and accepted "AS IS, WHERE IS," and Buyer hereby unconditionally and irrevocably waives any and all actual or potential rights Buyer may have regarding any form of warranty, express or implied, of any kind or type, relating to the Property, except as may be set forth in this Agreement. Such waiver is absolute, complete, total, and unlimited in any way.
- 11. Binding Effect/Assignment Restricted. This Agreement is binding on and will inure to the benefit of County, Buyer, and their respective heirs, legal representatives, successors, and assigns. Nevertheless, Buyer will not assign its rights under this Agreement without County's prior written consent which consent shall not be unreasonably withheld.

#### **12. Remedies.** TIME IS OF THE ESSENCE REGARDING THIS AGREEMENT.

- (a) If the transaction does not close, through no fault of County, before the close of business on the Closing Date, Buyer shall forfeit the Deposit of \$15,000.00 to County as liquidated damages.
- **(b)** If County fails to deliver the deed described in Paragraph 7 above or otherwise fails to consummate this transaction, the Deposit shall be refunded to Buyer.
- (c) The parties agree the remedies for the failure to close this transaction shall be limited to the remedies set forth above and the parties waive any further remedies, which may be available to either.
- (d) Provided, nothing herein shall be interpreted to limit the Buyer's obligations under Paragraph 6 as applicable, to defend, hold harmless and indemnify the County.
- 13. Notices. All notices and communications in connection with this Agreement shall be given in writing and shall be transmitted by certified or registered mail, return receipt requested, to the appropriate party at the address first set forth above. Any notice so transmitted shall be deemed effective on the date it is placed in the United States mail, postage prepaid. Either party may, by written notice, designate a different address for purposes of this Agreement.

- 14. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 15. Entire Agreement. This Agreement sets forth the entire understanding of the parties with respect to the purchase and sale of the Property. This Agreement supersedes any and all prior negotiations, discussions, agreements, and understandings between the parties. This Agreement may not be modified or amended except by a written agreement executed by both parties.
- **16. Applicable Law.** This Agreement shall be construed, applied, and enforced in accordance with the laws of the state of Oregon.

#### 17. Statutory Warning.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

FOR MULTNOMAH COUNTY:		FOR BUYER:		
M' 1 1W 1 D'		/s/		
Michael Vaughn, Dir	ector			
Dated:	, 2017	Dated:	, 2017	
		/s/		
		Dated:	2017	

#### **Exhibit 1 to Private Sale Agreement**

#### **Legal Description:**

Lots 12, Block 24, DARLINGTON PLAT NO. 3, in the City of Portland, County of Multnomah and State of Oregon.

EXCEPT the Southeasterly 48 feet thereof.

#### **Tax Account Number:**

R145064

#### **Exhibit 2 to Private Sale Agreement**

# Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards, Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the purchaser with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the purchaser of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Coun	ty's Dis	sclosure (initial)		
	(a)	Presence of lead-based paint and/or	lead-based paint hazards (check one below):	
		Known lead-based paint and/or lead-	-based paint hazards are present in the housing	
		(explain):		
		County has no knowledge of lead-ba	ased paint and/or lead- based paint hazards in the	
		housing.		
	(b)	Records and reports available to the	County (check one below):	
			with all available records and reports pertaining to	
		lead-based paint and/or lead-based p	paint hazards in the housing (list documents below)	
		County has no reports or records per	taining to lead-based paint in the housing.	
Purcl	naser's A	<b>Acknowledgment</b> (initial)		
	(c)	Purchaser has received copies of all information listed above.		
	(d)	Purchaser has received the pamphlet Protect Your Family from Lead in Your Home.		
	(e)	Purchaser has (check one below):		
Received a 10-day opportunity (or mutually agreed upon period) to conduct a			nutually agreed upon period) to conduct a risk	
			sence of lead-based paint and/or lead-based paint	
		hazards; or		
	X_	Waived the opportunity to conduct presence of lead-based paint and/o	et a risk management or inspection for the	
		-	or reau-vascu paint nazarus.	
		of Accuracy		
	_		above and certify, to the best of their knowledge,	
that th	ne inforn	mation provided by the signatory is true	e and accurate.	
For th	e Count	ty:	For the Purchaser:	
Title:			Print Name:	
Date.			Date:	
			Print Name:	



# City of Portland, Oregon **Bureau of Development Services**

#### **Enforcement Program**

FROM CONCEPT TO CONSTRUCTION

Chloe Eudaly, Commissioner Paul L. Scarlett, Director Phone: (503) 823-2633 Fax: (503) 823-7915 TTY: (503) 823-6868 www.portlandoregon.gov/bds

#### Notice of Violation – New Owner Notification

January 12, 2017

MULTNOMAH COUNTY % SPECIAL PROGRAM GROUP PO BOX 2716 PORTLAND, OR 97208-2716

MULTNOMAH COUNT 14M 1.3 2017 DIVISION OF TAXATION

RE: 5724 SE FLAVEL DR

BLOCK 24 EXC SELY 48' LOT 12, DARLINGTON; 1S2E19DD 10200

Tax #: R19790-6940 Case #: 04-052291-HS

Our records indicate you are the new owner of the above property. At the time you purchased the property, case # 04-052291-HS was open on the property for violations of the City's Property Maintenance Code, Title 29, and monthly code enforcement fees were being billed. Our records show that the case is still open and the violations on the attached list require correction, inspection and approval by a Housing Inspector.

Please contact the undersigned inspector if you have questions about the violations or are ready to request an inspection. It is your responsibility to call the inspector to arrange for an inspection.

Until you have corrected the violations and had them inspected and approved by a Housing Inspector you will be charged a monthly code enforcement fee. A lien has been placed against the property. Should this case remain open 3 months from the initial notice of violation, the monthly charges will increase to twice the original amount. Enclosed is information explaining all fees, penalties, appeals, and waivers.

Please be aware that if your property or any part thereof is vacant or becomes vacant, the code violations must be corrected and approved before the property or any part thereof can be reoccupied or a \$708.00 penalty will be charged per month until the occupation is discontinued or the case is closed.

Please contact the inspector listed below if you have any questions.

Will Morita Senior Housing Inspector (503)-823-7106

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#### **Uncorrected violations from October 4, 2007 letter:**

- 1. **Permit Required:** Portions of roof are deflected, indicating structural deficiencies. 29.30.030, 29.30.050(b)
- 1. Portions of roof sheathing and/or rafter tails are deteriorated, damaged, and/or missing. 29.30.060(a), 29.30.030
- 2. Portions of soffits and/or fascia are deteriorated, damaged, and/or missing. 29.30.060(a)
- 3. Portions of roof covering are deteriorated, damaged and/or missing, resulting in possible weather entry. 29.30.030
- 4. Portions of exterior paint are peeled to bare wood. 29.30.060(b)
- 5. Portions of the exterior siding are deteriorated, damaged and/or missing. 29.30.060(a)
- 6. Portions of trim paint are peeled to bare wood. 29.30.060(b)
- 7. Portions of untreated wood lack required 6" clearance to earth. 29.30.060(b)
- 8. Foundation is open to rodent entry. 29.30.060(a)
- 9. Portions of foundation are in disrepair with temporary and missing supports. 29.30.050(a,b)
- 10. Portions of wood supports in contact with earth are decayed and deteriorated, resulting in structural deficiency. 29.30.050(b), 29.30.060(b)
- 11. **Permit Required:** Portions of the crawl space and basement have been excavated without benefit of permits, inspections and final approval. This condition may substantially impair the foundation's ability to carry imposed loads. 29.20.050, 29.50.010, 29.50.020
- 12. Portions of front exterior door glazing, hardware, lock, and casing are damaged, deteriorated and/or missing. 29.30.100(d)
- 13. Several window(s) are boarded, preventing emergency exit, ventilation, and light. 29.30.090(a,b,c,f)
- 14. Several window(s) are damaged, broken, and/or missing. 29.30.090(h)

- 15. Evidence that the dwelling lacks required approved heating facilities capable of maintaining a room temperature of 68 degrees Fahrenheit at a point 3 feet above the floor in all habitable rooms. 29.30.180(b)
- 16. **Permit Required:** An unapproved woodstove was installed without benefit of permits or final inspection. 29.30.180(a,1), 29.50.010, 29.50.020
- 17. Portions of exterior walls are missing and open to the exterior. 29.30.110(a)
- 18. **Permit Required:** Structural work done without obtaining required permits, inspections and final approval. Violations include but are not limited to: **installation of roof and foundation repair.** The building inspector may require additional corrections. 29.05.040, 29.50.010, 29.50.020
- 19. **CORRECTED April 21, 2006:** Because of the above and/or observed conditions, the City requests a complete inspection of the structure(s).
- 20. Ceiling coverings in several rooms are damaged, deteriorated, and open to the exterior with exposed framing members. 29.30.110(a)
- 21. Wall coverings in several rooms are damaged, deteriorated, and missing. Some framing members and exterior sheathing are exposed. 29.30.110(a)
- 22. **Fire Life Safety Violation:** The living room ceiling is being supported by jacks because the ceiling and roof framing members' structural integrity has been compromised by weather penetration. 29.30.030, 29.30.110(a) (See item #19)
- 23. Portions of roof covering are deteriorated, damaged and/or missing, resulting in possible weather entry. 29.30.030
- 24. Portions of roof sheathing and/or rafter tails are deteriorated, damaged, and/or missing. 29.30.060(a), 29.30.030
- 25. Portions of roof flashings are damaged, deteriorated and/or missing. 29.30.030
- 26. **Permit Required:** Portions of roof are deflected, indicating structural deficiencies. 29.30.030, 29.30.050(b)
- 27. Sleeping areas lack required protection by operable smoke detectors and/or alarms. 29.30.240
- 28. **Permit Required:** Water heater was installed without benefit of permit or inspection. 29.05.040, 29.50.010, 29.50.020
- 29. Toilet is not adequately secured to the floor. 29.30.170(c)

- 30. Open drain pipe allows entrance of sewer gases into the dwelling. 29.30.170(c)
- 31. Lavatory basin is loose at the wall. 29.30.170(c)
- 32. Evidence that sanitary and drain lines and/or fixtures have been installed without obtaining permits and inspections. 29.50.010, 29.50.020
- 33. **Permit Required:** A plumbing permit is required to correct item(s) #29, 30, 31, and 32. 29.05.040, 29.50.010, 29.50.020
- 34. **Fire Life Safety Violation:** Electrical outlets and/or switches lack cover plates. 29.30.190
- 35. **Fire Life Safety Violation:** Electrical service panel has open circuit breaker spaces. 29.30.190
- 36. **Fire Life Safety Violation:** Electrical service panel-board lacks required access and/or clearances. 29.30.190
- 37. **Fire Life Safety Violation:** Exposed electrical wiring not in conduit or behind approved wall covering is subject to mechanical damage. 29.30.190
- 38. Electrical wiring running beneath joists is subject to mechanical damage. 29.30.190
- 39. **Fire Life Safety Violation:** Junction boxes in the lack cover plates, exposing wires. 29.30.190
- 40. Fire Life Safety Violation: There are unapproved splices in the wiring, 29.30,190
- 41. **Permit Required:** Unapproved electrical wiring and/or fixtures installed without obtaining required permits and inspections (including but not limited to water heater installation and sub-panel). 29.30.190, 29.05.040, 29.50.010, 29.50.020
- 42. Dwelling lacks required approved heating facilities capable of maintaining a room temperature of 68 degrees Fahrenheit at a point 3 feet above the floor in all habitable rooms. 29.30.180(b)
- 43. Duct work in several rooms is disconnected and serves as a passage way for animals including rodents and cats. 29.30.180(b)
- 44. The flooring in several rooms is missing and open to the crawl space and/ or the basement. 29.30.110(a)
- 45. In the bedroom sliding door does not open to a deck nor is there an approved guardrail to prevent a fall hazard. 29.30.070

- 46. Several areas of the dwelling are at risk of failure or collapse including but not limited to the living room ceiling, the north living room wall, the west foundation wall, and the east elevation laundry roof and wall. 29.40.020 (f)
- 47. This structure must remain vacant until the violations are corrected.

#### Note:

#### This property has a Dangerous Structure Case # 07-106591:

All electrical work on this rental property and/or property for sale must be done under permit by a licensed electrical contractor. 29.05.040, 29.50.010, 29.50.020, 20.30.190

All plumbing work on this commercial rental property must be performed by a licensed plumbing contractor. Permits and inspections are required for the work. 29.05.040, 29.50.010, 29.50.020

All permitted work requires final inspection by a building inspector (503-823-7000). When all permitted work has been signed off by the building inspector, it is your responsibility to contact the undersigned housing inspector for a reinspection of all housing code violations. Code enforcement fees will continue to be billed until the housing inspector approves all corrections.

Bring this letter to the Development Services Center, 1900 SW 4th Avenue, First Floor, to obtain permits.

All permitted work requires final inspection by a building inspector (503-823-7000). When all permitted work has been signed off by the building inspector, it is your responsibility to contact the undersigned housing inspector for a reinspection of all housing code violations. Code enforcement fees will continue to be billed until the housing inspector approves all corrections.

c: File

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# City of Portland, Oregon Bureau of Development Services

### **Enforcement Program**

FROM CONCEPT TO CONSTRUCTION

Chloe Eudaly, Commissioner Paul L. Scarlett, Director Phone: (503) 823-2633 Fax: (503) 823-7915 TTY: (503) 823-6868 www.portlandoregon.gov/bds

#### Fees, Penalties, Reviews, Appeals, and Waiver Information

#### **FEES**

If all Fire, Life, Safety and/or Health, Sanitation violations <u>are not</u> corrected, inspected, and approved by a City Housing Inspector within thirty (30) days of the mailing date of the first violation letter, a lien may be placed against the property. If all other violations <u>are not</u> corrected, inspected and approved by the Housing Inspector within sixty (60) days of the mailing date of the first violation letter, a lien may be placed against the property. The monthly fee is based on the number of units on the property and the number of units in violation.

1-2 Units \$257.00 per unit	3 – 10 Units \$386.00 per unit	11 – 19 Units \$515.00 per unit	20 or more Units	Residential with Any Non-Residential use & Properties with only Non-Residential use \$643.00 per unit
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An additional auditor charge of 10% will be added to the above amounts, along with a possible recording fee. The monthly fees will double for any property that remains in violation for three (3) months from the initial notice of violation. Pursuant to Portland Policy Document ENB 12.07, property owners or their representative may request a review of assessed liens/fees for potential reduction once an enforcement case is closed.

**Re-occupation After Notice of Violation:** A \$708.00 per month penalty will be assessed if the property or any part thereof is vacant or becomes vacant and is reoccupied before all violations are corrected, inspected, and approved by the City's Housing Inspector. This is in addition to the monthly code enforcement fees and is assessed per occurrence.

<u>Hearings</u>: A \$359.00 penalty will be assessed if the City files a complaint with the Code Hearings Officer regarding the continued existence of violations on the property.

#### ADMINISTRATIVE REVIEW - Do Violations Exist?

- Pursuant to 3.30.040.E.8, as the property owner or authorized agent, if you believe the finding of the notice was in error you may request an Administrative Review within 15 days of the posting notice or within 15 days of the first violation notice. Code enforcement fees will continue to accrue during the review process.
- If additional violations are cited, any property owner or authorized agent may also request an Administrative Review of additional cited violations within 15 days of the date of the notice citing those additional violations.
- An Administrative Review Fee of \$125.00 is due when the written request for an Administrative Review is received. This fee will only be refunded if it is determined that all of the contested violations were cited in error.

The written request, along with the \$125.00 Administrative Review fee, must be received in our office within 15 days of original notification and must state the reason(s) for the review. Please make the check payable to the City of Portland. Compliance timelines and enforcement actions remain in effect during the Administrative Review process.

Mail requests to:

Bureau of Development Services
Neighborhood Inspections & Compliance Services Section
Review/Appeal Desk
1900 SW 4th Avenue Suite 5000
Portland OR 97201

Your request should indicate if you or a representative of the property owner will be appearing in person for the review. If so, we will notify you and/or your representative of the date and time of the review. A written determination will be mailed following the review, which will include additional appeal information as set forth in Section 29.80.020.

#### Code Enforcement Fee Waivers (Housing Cases)

A waiver provides for temporary suspension of code enforcement fees assessed against a property. Waivers are available on a limited basis. Call 503-823-0891 for more information or to request an application.

#### Income-Based Waiver

Upon approval of this waiver, monthly Code Enforcement Fees may be suspended for (twelve) 12 months. The following requirements must all be met before the waiver may be granted:

- All cited fire, life safety, health or sanitation violations must be corrected, inspected and approved by the Housing Inspector; or the property is vacant with no significant exterior fire, life safety, health or sanitation violations; and
- 2. The property is clear of any other code violation administered by BDS; and
- 3. The housing case is currently open; and
- 4. The dwelling is a one or two family residence; and
- 5. The property owner(s) must meet the income requirements by providing required documentation;
- 6. The property is owner-occupied or vacant.

#### **Residential Renovation Waiver**

Upon approval of this waiver, monthly Code Enforcement Fees may be suspended for up to six (6) months. Please note: If permits are required, they must be paid for and issued before the waiver will be granted. These requirements must all be met before the waiver may be granted:

- All cited fire, life safety, health or sanitation violations must be corrected, inspected, and approved by the Housing Inspector; or the property is vacant with no significant exterior fire, life, and safety violations; and
- 2. The property is clear of any other code violation administered by BDS; and
- 3. The housing case is currently open; and
- The building is attached to a permanent foundation or has an issued and active permit for foundation work; and
- 5. Paid and issued building permit fees of at least
  - A. \$500 or a project value of \$15,000 for one and two family dwellings; or
  - B. \$1,000 or a project value of \$30,000 for properties with 3-10 units; or
  - C. \$1,500 or project value of \$45,000; for properties with 11-19 units; or
  - D. \$2,000 or project value of \$60,000; for properties with 20+ units
- A submitted work plan that demonstrates a project valuation of non-permit work to be done (or a combination of permit and non-permit work that demonstrates the required valuation as listed above) to rehabilitate the property.
- A completed waiver application must be received in addition to the above listed requirements before a waiver can be considered.

# Exterior Paint and Roof Waiver (no application required)

Upon approval of this waiver, monthly Code Enforcement Fees may be suspended for nine (9) months. The following requirements must be met before the waiver may be granted:

- 1. The property is a residential 1or 2 family dwelling,
- 2. All property maintenance violations with the exception of exterior paint and roof work, must be corrected, inspected, and approved by the Housing Inspector; and
- 3. The property is clear of any other code violation administered by BDS; and
- 4. The housing case is currently open.

# New Owner Grace Period (no application required)

Upon approval of this waiver, Code Enforcement Fees may be suspended for one (1) month. The following requirements must be met before the waiver may be granted:

- 1. The new owner acquired the property with preexisting housing violations of Title 29; and
- 2. The existing liens have been satisfied or paid current and the City Auditor's Office has notified BDS of a new owner; and
- 3. The case is currently open.

Active Permit, Demolition, Non-Profit and Warehouse Waivers: Call the Waiver Desk at 503-823-0891 for more information.

Free Home Repair Assistance Grants are Available for Low Income Owner Occupied Property Owners that earn 50% or less of median family income. For more information and to see if you qualify please visit the Portland Housing Bureau website at

http://portlandoregon.gov/phb/article/430363.

All information is subject to change.



# City of Portland, Oregon **Bureau of Development Services**

#### **Enforcement Program**

FROM CONCEPT TO CONSTRUCTION

Chloe Eudaly, Commissioner Paul L. Scarlett, Director Phone: (503) 823-2633 Fax: (503) 823-7915

TTY: (503) 823-6868 www.portlandoregon.gov/bds

Notice of Violation – New Owner Grace Period

WILLTNOMAH COUNTY
% SPECIAL PROGRAM GROUP
PO BOX 2716
PORTLAND, OR 9707 ECIAL PROGRAM GROUP MULTING OF VATION OF VATIO

RE:

TAX# 1S2E19DD 10200

CASE# - 07-106591-DB

POSTED: 02/07/07

Multnomah County records indicate that you are the new owner of the above property. At the time you purchased the property, case # 07-106591-DB was open on the property for violations of the City's Property Maintenance Code. A copy of the violation letter, sent to the previous owner is enclosed. Due to the outstanding violations, monthly Dangerous Building Code Enforcement Fees are being assessed against the property. Our records show that the case is still open, and the violations require correction, inspection and approval by the Dangerous Building Inspector.

As the new owner, you have been granted a 30 day New Owner Grace Period to resolve the violation case without the assessment of further Dangerous Building Code Enforcement Fees. Please contact the undersigned Dangerous Building Inspector if you have questions about the violations or are ready to request an inspection.

If all violations are not corrected, inspected and approved by the end of the 30-day New Owner Grace Period, additional liens will be placed on the property and monthly Dangerous Building Code Enforcement Fees will resume at the original rate. In addition, should this case remain open for three (3) months or more, the monthly charges will increase to twice the original amount.

Please be aware that if your property is vacant or any part thereof is vacant or becomes vacant, it cannot be occupied until the violations are corrected. In the event the property or any part thereof is reoccupied before all violations are corrected a \$1251.00 per month penalty, in addition to the monthly enforcement fee, will be charged until the property is vacated and/or all violations are corrected and approved by the Dangerous Building Inspector. For complete details on fees, appeals, or to see if you may qualify for an enforcement fee waiver, refer to the enclosed information sheet.

Please contact the inspector below if you have any questions or concerns about this letter. Thank you for your attention to this matter.

Will Morita Senior Housing Inspector, (503)-823-7106

CC: FILE





# City of Portland, Oregon Bureau of Development Services

### **Enforcement Program**

FROM CONCEPT TO CONSTRUCTION

Chloe Eudaly, Commissioner Paul L. Scarlett, Director Phone: (503) 823-2633 Fax: (503) 823-7915 TTY: (503) 823-6868 www.portlandoregon.gov/bds

# Fees, Penalties, Reviews, Appeals, and Waiver Information

#### **FEES**

If all violations <u>are not</u> corrected, inspected, and approved by a City Dangerous Building Inspector within thirty (30) days of the mailing date of the first violation letter, a lien may be placed against the property. The monthly fee is based on the number of units on the property and the number of units in violation.

1-2 Units \$257.00 per unit	3 – 10 Units \$386.00 per unit	11 – 19 Units \$515.00 per unit	20 or more Units \$643.00 per unit	Residential with Non-Residential use & Properties with only Non-Residential use \$643.00 per unit
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An additional auditor charge of 10% will be added to the above amounts, along with a possible recording fee. The monthly fees will double for any property that remains in violation for three (3) months from the initial notice of violation. Pursuant to Portland Policy Document ENB 12.07, property owners or their representative may request a review of assessed liens/fees for potential reduction once an enforcement case is closed.

Re-occupation After Notice of Violation: A \$1251.00 per month penalty will be assessed if the property or any part thereof is vacant or becomes vacant and is reoccupied before all violations are corrected, inspected, and approved by the City's Dangerous Building Inspector. This is in addition to the monthly code enforcement fees and is assessed per occurrence.

<u>Hearings</u>: A \$359.00 penalty will be assessed if the City files a complaint with the Code Hearings Officer regarding the continued existence of violations on the property.

#### ADMINISTRATIVE REVIEW - Do Violations Exist?

- Pursuant to 3.30.040.E.8, as the property owner or authorized agent, if you believe the finding of the notice was in error you may request an Administrative Review within 15 days of the posting notice or within 15 days of the first violation notice. Code enforcement fees will continue to accrue during the review process.
- If additional violations are cited, any property owner or authorized agent may also request an Administrative Review of additional cited violations within 15 days of the date of the notice citing those additional violations.
- An Administrative Review Appeal Fee of \$125.00 is due when the written request for an Administrative Review is requested. This fee will only be refunded if it is determined that all of the contested violations were cited in error.

The written request, along with the \$125.00 Administrative Review fee, must be received in our office within 15 days of original notification and must state the reason(s) for the review. Please make the check payable to the City of Portland. Compliance timelines and enforcement actions remain in effect during the Administrative Review process.

Mail requests to:

Bureau of Development Services Neighborhood Inspections & Compliance Services Section Review Appeal Desk 1900 SW 4<sup>th</sup> Avenue Suite 5000 Portland OR 97201

Your request should indicate if you or a representative of the property owner will be appearing in person for the review. If so, we will notify you and/or your representative of the date and time of the review. A written determination will be mailed following the review, which will include additional appeal information as set forth in Section 29.80.020.

#### Code Enforcement Fee Waivers (Dangerous Building Cases)

A waiver provides for temporary suspension of code enforcement fees assessed against a property. Waivers are available on a limited basis. Call 503-823-0891 for more information or to request an application.

#### Renovation Waiver

Upon approval of this waiver, monthly Code Enforcement Fees may be suspended for up to nine (9) months. Please note: If permits are required, they must be paid for and issued before the waiver will be granted. These requirements must all be met before the waiver may be granted:

- 1. The property is clear of any other code violation administered by BDS; and
- 2. Submission of a signed and approved stipulated agreement with the waiver application (talk with the Dangerous Building Inspector for more information regarding the stipulated agreement); and
- 3. A Code Hearing has not been held for the Dangerous Building case while under the ownership of the applicant; and

#### **New Owner Grace Period**

#### (no application required)

Upon approval of this waiver, Code Enforcement Fees may be suspended for one (1) month. The following requirements must be met before the waiver may be granted:

- 1. The new owner acquired the property with preexisting violations of Title 29; and
- The existing liens have been satisfied or paid current and the City's Auditor's Office has notified BDS of a new owner; and
- 3. The case is currently open.

#### Non-Profit Waivers:

Upon approval of this waiver, Code Enforcement Fees may be suspended for up to 12 months. The following requirements must be met before the waiver can be granted.

- The Non-Profit agency must have a mission statement that includes a goal of providing affordable housing for low income families and/or services to low income families or individuals;
- 2. The dangerous building case is currently open;
- 3. Submission of a signed and approved stipulated agreement with the waiver application (talk with the Dangerous Building inspector for more information regarding the stipulated agreement);
- 4. A Code Hearing has not been held for the Dangerous Building case while under the ownership of the applicant;
- 5. Written application must be made for this waiver for each individual property; and
- 6. The property is clear of any other violations administered by BDS.

#### Warehouse Waivers (available for vacant properties)

Upon approval of this waiver, Code Enforcement Fees may be suspended for up to 12 months. The following requirements must be met before the waiver can be granted.

- 1. Inspector approval is required for this waiver;
- 2. The property is vacant with no exterior Fire Life Safety violations;
- 3. There are no immediate interior hazards, i.e. electrical, mechanical or plumbing.
- 4. The building is secured against entry and the property is fenced to ensure the public's protection;
- A document is recorded against the title at the Multnomah County Recorder's Office regarding the open violation case; the applicant will pay the recording fees; and
- 6. The property is clear of any other violations administered by BDS.

# Land Use Review Waivers (no application required)

Upon approval of this waiver, monthly Code Enforcement Fees may be suspended during the time a Land Use Review (LUR) application is being considered. The following requirements must all be met before the waiver may be granted:

- 1. The building is secured against entry, the property is fenced to ensure the public's protection, and any additional interim safety measures are implemented, as required by the City;
- 2. If a Pre-application Conference is required and has been scheduled, then a completed LUR application is to be submitted and accepted within 30 days of the Pre-application Conference for Type II Reviews and within 60 days of a Type III Review;
- If a Pre-application Conference is not required or when an LUR application is submitted after a Preapplication Conference, an extension will be granted until the end of review process or 120 days, whichever occurs first; and
- 4. After a decision is issued, a 30 day extension will be granted to comply with the issued decision unless the decision sets specific timelines.

All information is subject to change.





CITY OF

# PORTLAND, OREGON

BUREAU OF DEVELOPMENT SERVICES

1900 S.W. 4th AVENUE, SUITE 5000 PORTLAND, OREGON 97201 PHONE: (503) 823-7305 FAX: (503) 823-7915

CASE# 07-106591-DB

TDD: (503) 823-6868 http://www.bds.ci.portland.or.us

#### NOTIFICATION OF DANGEROUS STRUCTURE AND ORDER TO DEMOLISH OR REPAIR

DIVISION OF TAXATION

7105 E. T. MAL

March 15, 2007

RARDIN, WILLIAM J & MICHELLE J 5090 SW 163RD AVE ALOHA, OR 97007

RE:

**5724 SE FLAVEL DR** 

DARLINGTON; EXC SELY 48' LOT 12 BLOCK 24; 1S2E19DD 10200

TAX# R19790-6940

On February 7, 2007, a City of Portland Building Inspector inspected the one story, wood frame, single family dwelling on the above property and ascertained that the conditions of this structure are in violation of Chapter 29.40, Title 29, Property Maintenance Regulations of the City of Portland.

The conditions determined to be in violation are as follows:

- 1. Structure is dangerous in that it is maintained in a state of chronic dereliction, being both vacant in excess of 6 months and an attractive nuisance. 29.40.020M, 29.40.030
- 2. Structure is dangerous in that it is manifestly unsafe for use as a dwelling., and is in substantial non-compliance with Title 29, Chapter 29.30 Housing Maintenance Requirements.. 29.40.020K1, N; 29.40.030
- 3. Structure is dangerous in that it is maintained in such condition as to be a public nuisance. 29.40.020L1, 29.40.030

Accordingly, the Director of the Bureau of Development Services has found this structure to be dangerous.

The owners of this property are therefore ordered and required to demolish or repair this structure as follows:

Apply for and obtain a demolition permit not later than April, 15, 2007, and completely demolish the structure and have the site inspected and approved by the City of Portland, Bureau of Development Services, not later than May 15, 2007.

OR

Apply for and obtain the appropriate permits for repair not later than April 15, 2007, and completely repair this structure and return it to a safe, sound and legally habitable condition, and have it

inspected and approved by the City of Portland, Bureau of Development Services, not later than October 15, 2007.

This structure may not be occupied until all repairs are made and a certificate of completion has been obtained from the Bureau of Development Services. Failure to follow this rule will result in a \$1000 penalty and possible vacation of the property.

You should be aware that if the above violations are not corrected and approved by a Building Inspector within thirty (30) days of the date of this letter, a lien will be placed against the property and you will be charged a monthly enforcement fee. The enforcement fee plus a 10% Auditor's Assessment fee will be charged for each month the property remains out of compliance. This fee will be in addition to the fee for any required permits. In addition, monthly enforcement fees shall increase to twice the original amount for properties that remain in violation longer than six months.

Unless this structure is demolished or repaired as set forth above, a complaint will be filed against the owners of this property with the City of Portland Code Hearings Officer. If the Hearings Officer determines that the structures is dangerous and that the owners have failed to demolish or repair it as required by this Notification and Order, the Hearings Officer may authorize the City of Portland to demolish this structure and to assess civil penalties against the owners of \$1,000.00 per day plus Auditor's Office Assessment Fees.

Please note a \$250 penalty will be charged against the property if the City files a complaint with the Hearings Officer about the violations.

If the City demolishes the structure, the owner will be personally liable for all the City's costs, including the overhead and processing costs. These charges will also be made a lien against the property and will accrue additional service charges and interest until paid.

You can avoid the possibility of these charges and penalties by obtaining the necessary permits and demolishing or repairing this structure within the time frame set forth above.

If you believe your building is not in violation of Section 29.40 of the City Code, you may appeal by notifying this office in writing within fifteen (15) days from the date of this notice. We will then schedule a time to review the matter with you. Please address all correspondence to:

> **Bureau of Development Services Dangerous Buildings - Administrative Reviews** 1900 SW 4th Avenue Suite 5000 Portland OR 97201

If you have any questions or require additional information, you should contact the undersigned Building Inspector between the hours of 8:00 A.M. and 9:30 A.M. at Compliance Services, Bureau of Development Services, Suite 5000, 1900 SW 4th Avenue, telephone (503)-823-7369.

Corrin Struempf **Building Inspector** 

cc: File



In response to the application for a policy of title insurance referenced herein Lawyers Title of Oregon, LLC hereby reports that it is prepared to issue, or cause to be issued, as of the specified date, a policy or policies of title insurance describing the land and the estate or interest hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage of said policy or policies are set forth in Exhibit One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Fidelity National Title Insurance Company, a/an Florida corporation.

Please read the exceptions shown or referred to herein and the Exceptions and Exclusions set forth in Exhibit One of this report carefully. The Exceptions and Exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

This preliminary report is for the exclusive use of the parties to the contemplated transaction, and the Company does not have any liability to any third parties nor any liability until the full premium is paid and a policy is issued. Until all necessary documents are placed of record, the Company reserves the right to amend or supplement this preliminary report.

Countersigned

Hall

121 SW Morrison St, Ste 500, Portland, OR 97204 (503)553-5675 FAX (503)222-3019

#### PRELIMINARY REPORT

TITLE OFFICER: Diane Whitney ORDER NO.: 141700547

DWhitney@Itic.com

TO: Multnomah County Tax Assessor

Mike Sublett

501 SE Hawthorne Blvd #175

Portland, OR 97214

**OWNER/SELLER:** Multnomah County **BUYER/BORROWER:** TO FOLLOW

PROPERTY ADDRESS: 5724 SE Flavel Drive, Portland, OR 97206

EFFECTIVE DATE: April 5, 2017, 08:00 AM

1. THE POLICY AND ENDORSEMENTS TO BE ISSUED AND THE RELATED CHARGES ARE:

	<u>AMOUN I</u>	<u> </u>	<u>'REMIUM</u>
ALTA Owner's Policy 2006	\$ TBD	\$	TBD
Government Lien Search		\$	20.00

2. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee

3. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

Multnomah County, a political subdivision of the State of Oregon

4. THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE CITY OF PORTLAND, COUNTY OF MULTNOMAH, STATE OF OREGON, AND IS DESCRIBED AS FOLLOWS:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

# **EXHIBIT "A"**

**Legal Description** 

Lots 12, Block 24, DARLINGTON PLAT 3, in the City of Portland, County of Multnomah and State of Oregon. EXCEPT the Southeasterly 48 feet thereof.

# AS OF THE DATE OF THIS REPORT, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN THE POLICY FORM WOULD BE AS FOLLOWS:

#### **GENERAL EXCEPTIONS:**

- 1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
- 2. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
- 3. Easements, or claims of easement, not shown by the public records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
- 4. Any encroachment (of existing improvements located on the subject land onto adjoining land or of existing improvements located on adjoining land onto the subject land), encumbrance, violation, variation or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject land.
- 5. Any lien or right to a lien for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.

#### SPECIFIC ITEMS AND EXCEPTIONS

6. City lien in favor of the City of Portland,

Purpose: NUISANCE- GF INVOICE

Amount: \$5,479.81, plus interest and penalties, if any.

Reference No: 00156384/R145064

7. City lien in favor of the City of Portland,

Purpose: NUISANCE- GF INVOICE

Amount: \$1,948.82, plus interest and penalties, if any.

Reference No: 00145533/R145064

8. City lien in favor of the City of Portland,

Purpose: NUISANCE- GF INVOICE

Amount: \$9,127.66, plus interest and penalties, if any.

Reference No: 00144591/R145064

9. City lien in favor of the City of Portland,

Purpose: CODE ENFORCEMENT FEE

Amount: \$84,979.05, plus interest and penalties, if any.

Reference No: 00142209/R145064

10. City lien in favor of the City of Portland,

Purpose: NUISANCE- GF INVOICE

Amount: \$2,305.25, plus interest and penalties, if any.

Reference No: 00142181/R145064

11. City lien in favor of the City of Portland,

Purpose: NUISANCE- GF INVOICE

Amount: \$5,911.93, plus interest and penalties, if any.

Reference No: 00139537/R145064

12. City lien in favor of the City of Portland,

Purpose: CODE ENFORCEMENT FEE

Amount: \$14,515.13, plus interest and penalties, if any.

Reference No: 00137086/R145064

13. Rights of the public to any portion of the Land lying within the area commonly known as streets, roads and

highways.

14. Conditions and restrictions as established by the City of Portland:

Purpose: Housing Code Violation

Ordinance/File No.: 04-052291-HS
Recording Date: November 23, 2004
Recording No.: 2004-212095

15. Conditions and restrictions as established by the City of Portland:

Purpose: Nuisance Code Violation

Ordinance/File No.: 05-167438-NU
Recording Date: January 19, 2006
Recording No.: 2006-011195

16. Conditions and restrictions as established by the City of Portland:

Purpose: Nuisance Code Violation

Ordinance/File No.: 07-104415-NU
Recording Date: March 16, 2007
Recording No.: 2007-045884

17. Conditions and restrictions as established by the City of Portland:

Purpose: Building Code Violation

Ordinance/File No.: 07-106591-DB Recording Date: April 15, 2007 Recording No.: 2007-086908

18. Conditions and restrictions as established by the City of Portland:

Purpose: Nuisance Code Violation

Ordinance/File No.: 07-167160-NU
Recording Date: November 16, 2007
Recording No.: 2007-198806

19. Conditions and restrictions as established by the City of Portland:

Purpose: Nuisance Code Violation

Ordinance/File No.: 08-136866-NU
Recording Date: July 25, 2008
Recording No.: 2008-109133

- 20. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
- 21. NOTE: The following are required when a principal to the proposed transaction is an instrumentality of the state, such as a municipality, a county or other governmental body:
  - Certification, with supporting documentation, that the board or other governing authority of the governmental

body has approved the transaction in accordance with applicable practices, procedures, rules, ordinances

and statutes.

- Certification that a named person or persons, identified by name and position, are authorized to act on behalf of the governmental body in the proposed transaction.
- Verification of the current legal name and good standing of the governmental body when it is a local governmental body other than a city or county.
- 22. Note: The vestee shown in this report acquired title through a foreclosure. The Company will require information about those occupying the property and details concerning the rights of any tenant.

#### ADDITIONAL REQUIREMENTS/NOTES:

A. Note: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year: 2016-2017 Amount: \$1,817.09 Levy Code: 201 Account No.: R145064

Map No.: 1S2E19DD-10200

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

- B. In addition to the standard policy exceptions, the exceptions enumerated above shall appear on the final 2006 ALTA policy unless removed prior to issuance.
- C. Note: This report is subject to any amendments which might occur when the names of prospective purchasers are submitted to us for examination.
- D. The only conveyances(s) affecting said Land, which recorded within 24 months of the date of this report, are as follows:

Grantor: Michael Vaughn, as the Tax Collector for Multnomah County, Oregon Grantee: Multnomah County, a political subdivision of the State of Oregon

Recording Date: November 16, 2016 Recording No.: 2016-143185

E. Note: No search has been made or will be made for water, sewer, or storm drainage charges unless the city/service district claims them as liens (i.e., foreclosable) and reflects them on its lien docket at the date of closing. Buyers should check with the appropriate city bureau or water/service district and obtain a billing cutoff. Such charges must be adjusted outside of escrow.

- F. THE FOLLOWING NOTICE IS REQUIRED BY STATE LAW: YOU WILL BE REVIEWING, APPROVING AND SIGNING IMPORTANT DOCUMENTS AT CLOSING. LEGAL CONSEQUENCES FOLLOW FROM THE SELECTION AND USE OF THESE DOCUMENTS. YOU MAY CONSULT AN ATTORNEY ABOUT THESE DOCUMENTS. YOU SHOULD CONSULT AN ATTORNEY IF YOU HAVE QUESTIONS OR CONCERNS ABOUT THE TRANSACTION OR ABOUT THE DOCUMENTS. IF YOU WISH TO REVIEW TRANSACTION DOCUMENTS THAT YOU HAVE NOT SEEN, PLEASE CONTACT THE ESCROW AGENT.
- G. Recording Charge (Per Document) is the following:

County	First Page	Each Additional Page
Multnomah	\$42.00	\$5.00
Washington	\$41.00	\$5.00
Clackamas	\$53.00	\$5.00

Note: When possible the company will record electronically. An additional charge of \$5.00 applies to each document that is recorded electronically.

- H. Note: Effective January 1, 2008, Oregon law (ORS 314.258) mandates withholding of Oregon income taxes from sellers who do not continue to be Oregon residents or qualify for an exemption. Please contact your Escrow Closer for further information.
- Note: This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances or acreage shown thereon.

#### **EXHIBIT ONE**

#### 2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06) **EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses that arise by reason of:

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning) restricting, regulating, prohibiting or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions or location of any improvement erected on the land;
  - (iii) the subdivision of land: or
  - (iv) environmental protection;
  - or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the
- coverage provided under Covered Risk 6.

  2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed or agreed to by the Insured Claimant;
  - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy:

- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify
  or limit the coverage provided under Covered Risk 11, 13, or 14); or
   (e) resulting in loss or damage that would not have been sustained if the Insured
- Claimant had paid value for the Insured Mortgage.
- Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with the applicable doing-business laws of the state where the Land is situated.
- Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
- Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in the Covered Risk 13(b) of this policy.
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

#### SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
- Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

#### 2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06) **EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses that arise by reason of:

- 1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning) restricting, regulating, prohibiting or relating to
  - the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions or location of any improvement erected on the land;
  - (iii) the subdivision of land; or (iv) environmental protection;
  - or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the
- coverage provided under Covered Risk 6.
  Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed or agreed to by the Insured Claimant;

- (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy:
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in the Covered Risk 9 of this policy.
- Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

#### SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- 1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
- Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

#### FIDELITY NATIONAL FINANCIAL **PRIVACY NOTICE**

Effective: May 1, 2015; Last Updated: March 1, 2017

At Fidelity National Financial, Inc., we respect and believe it is important to protect the privacy of consumers and our customers. This Privacy Notice explains how we collect, use, and protect any information that we collect from you, when and to whom we disclose such information, and the choices you have about the use of that information. A summary of the Privacy Notice is below, and we encourage you to review the entirety of the Privacy Notice following this summary. You can opt-out of certain disclosures by following our opt-out procedure set forth at the end of this Privacy Notice.

Types of Information Collected. You may provide us with certain personal information about you, like your contact information, address demographic information, social security number (SSN), driver's license, passport, other government ID numbers and/or financial information. We may also receive browsing information from your Internet browser, computer and/or mobile device if you visit or use our websites or applications.	How Information is Collected. We may collect personal information from you via applications, forms, and correspondence we receive from you and others related to our transactions with you. When you visit our websites from your computer or mobile device, we automatically collect and store certain information available to us through your Internet browser or computer equipment to optimize your website experience.	
Use of Collected Information. We request and use your personal information to provide products and services to you, to improve our products and services, and to communicate with you about these products and services. We may also share your contact information with our affiliates for marketing purposes.	When Information Is Disclosed. We may disclose your information to our affiliates and/or nonaffiliated parties providing services for you or us, to law enforcement agencies or governmental authorities, as required by law, and to parties whose interest in title must be determined.	
Choices With Your Information. Your decision to submit information to us is entirely up to you. You can opt-out of certain disclosure or use of your information or choose to not provide any personal information to us.	Information From Children. We do not knowingly collect information from children who are under the age of 13, and our website is not intended to attract children.	
Privacy Outside the Website. We are not responsible for the privacy practices of third parties, even if our website links to those parties' websites.	International Users. By providing us with you information, you consent to its transfer, processing and storage outside of your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.	
The California Online Privacy Protection Act. Some FNF companies provide services to mortgage loan servicers and, in some cases, their websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.		
Your Consent To This Privacy Notice. By submitting information to us or by using our website, you are	Access and Correction; Contact Us. If you desire to contact us regarding this notice or your information, please	

accepting and agreeing to the terms of this Privacy Notice.

contact us at privacy@fnf.com or as directed at the end of

this Privacy Notice.

# FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective: May 1, 2015; Last Updated: March 1, 2017

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing title insurance, real estateand loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. We will take reasonable steps to ensure that your Personal Information and Browsing Information will only be used in compliance with this Privacy Notice and applicable laws. This Privacy Notice is only in effect for Personal Information and Browsing Information collected and/or owned by or on behalf of FNF, including Personal Information and Browsing Information collected through any FNF website, online service or application (collectively, the "Website").

#### **Types of Information Collected**

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- social security number (SSN), driver's license, passport, and other government ID numbers;
- financial account information; and
- other personal information needed from you to provide title insurance, real estate- and loan-related services to you.

Browsing Information. FNF may collect the following categories of Browsing Information:

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- · browser language and type;
- domain name system requests;
- browsing history, such as time spent at a domain, time and date of your visit and number of clicks;
- · http headers, application client and server banners; and
- · operating system and fingerprinting data.

#### **How Information is Collected**

In the course of our business, we may collect *Personal Information* about you from the following sources:

- applications or other forms we receive from you or your authorized representative;
- the correspondence you and others send to us;
- information we receive through the Website;
- information about your transactions with, or services performed by, us, our affiliates or nonaffiliated third parties; and
- information from consumer or other reporting agencies and public records maintained by governmental entities that we obtain directly from those entities, our affiliates or others.

If you visit or use our Website, we may collect *Browsing Information* from you as follows:

- <u>Browser Log Files</u>. Our servers automatically log each visitor to the Website and collect and record certain browsing information about each visitor. The Browsing Information includes generic information and reveals nothing personal about the user.
- <u>Cookies</u>. When you visit our Website, a "cookie" may be sent to your computer. A cookie is a small piece of
  data that is sent to your Internet browser from a web server and stored on your computer's hard drive. When
  you visit a website again, the cookie allows the website to recognize your computer. Cookies may store user
  preferences and other information. You can choose whether or not to accept cookies by changing your
  Internet browser settings, which may impair or limit some functionality of the Website.

#### **Use of Collected Information**

Information collected by FNF is used for three main purposes:

- To provide products and services to you or any affiliate or third party who is obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you and to inform you about our, our affiliates' and third parties' products and services, jointly or independently.

#### When Information Is Disclosed

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Please see the section "Choices With Your Personal Information" to learn how to limit the discretionary disclosure of your Personal Information and Browsing Information.

Disclosures of your Personal Information may be made to the following categories of affiliates and nonaffiliated third parties:

- to third parties to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to our affiliate financial service providers for their use to market their products or services to you;
- to nonaffiliated third party service providers who provide or perform services on our behalf and use the disclosed information only in connection with such services;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to market financial products or services to you;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoena or court order;
- to lenders, lien holders, judgment creditors, or other parties claiming an interest in title whose claim or interest must be determined, settled, paid, or released prior to closing; and
- other third parties for whom you have given us written authorization to disclose your Personal Information.

We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that such disclosure is necessary to:

- · comply with a legal process or applicable laws;
- · enforce this Privacy Notice;
- investigate or respond to claims that any material, document, image, graphic, logo, design, audio, video or any other information provided by you violates the rights of a third party; or
- protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep your Personal Information secure. When we provide Personal Information to our affiliates or third party service providers as discussed in this Privacy Notice, we expect that these parties process such information in compliance with our Privacy Notice or in a manner that is in compliance with applicable privacy laws. The use of your information by a business partner may be subject to that party's own Privacy Notice. Unless permitted by law, we do not disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings. We cannot and will not be responsible for any breach of security by a third party or for any actions of any third party that receives any of the information that is disclosed to us.

#### **Choices With Your Information**

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you. The uses of your Personal Information and/or Browsing Information that, by law, you cannot limit, include:

- for our everyday business purposes to process your transactions, maintain your account(s), to respond to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders, or report to credit bureaus;
- · for our own marketing purposes;
- · for joint marketing with financial companies; and
- for our affiliates' everyday business purposes information about your transactions and experiences.

You may choose to prevent FNF from disclosing or using your Personal Information and/or Browsing Information under the following circumstances ("opt-out"):

- for our affiliates' everyday business purposes information about your creditworthiness; and
- for our affiliates to market to you.

To the extent permitted above, you may opt-out of disclosure or use of your Personal Information and Browsing Information by notifying us by one of the methods at the end of this Privacy Notice. We do not share your personal information with non-affiliates for their direct marketing purposes.

<u>For California Residents</u>: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

<u>For Nevada Residents</u>: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

<u>For Oregon Residents</u>: We will not share your Personal Information and Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

<u>For Vermont Residents</u>: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by Vermont law, such as to process your transactions or to maintain your account. In addition, we will not share information about your creditworthiness with our affiliates except with your authorization. For joint marketing in Vermont, we will only disclose your name, contact information and information about your transactions.

#### Information From Children

The Website is meant for adults and is not intended or designed to attract children under the age of thirteen (13). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian. By using the Website, you affirm that you are over the age of 13 and will abide by the terms of this Privacy Notice.

#### **Privacy Outside the Website**

The Website may contain links to other websites. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites.

#### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States or are a citizen of the European Union, please note that we may transfer your Personal Information and/or Browsing Information outside of your country of residence or the European Union for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection and transfer of such information in accordance with this Privacy Notice.

#### The California Online Privacy Protection Act

For some FNF websites, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer via the website. The information which we may collect on behalf of the mortgage loan servicer is as follows:

- first and last name:
- property address;
- · user name and password;
- loan number:
- social security number masked upon entry;
- · email address;
- · three security questions and answers; and
- IP address.

The information you submit through the website is then transferred to your mortgage loan servicer by way of CCN.

The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.

CCN does not share consumer information with third parties, other than (1) those with which the mortgage loan servicer has contracted to interface with the CCN application, or (2) law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled "Choices with Your Information" and "Access and Correction." If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

#### **Your Consent To This Privacy Notice**

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information by us in compliance with this Privacy Notice. Amendments to the Privacy Notice will be posted on the Website. Each time you provide information to us, or we receive information about you, following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

#### Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing with our affiliates for their marketing purposes, please send your requests to <a href="marketing-privacy@fnf.com">privacy@fnf.com</a> or by mail or phone to:

Fidelity National Financial, Inc. 601 Riverside Avenue Jacksonville, Florida 32204 Attn: Chief Privacy Officer (888) 934-3354



#### City of Portland Interest In Real Property

This document serves as constructive notice of the City of Portland's interest in the real property identified below.

Property Address: 5724 SE FLAVEL DR Maptaxlot Number: 01S02E19DD10200 Property ID: R145064

County Alternate Account Number: R197906940

Search performed by amit.kumar@fnf.com of Portland Title Group on Fri Apr 14 11:44:11 PDT 2017

Tracking Number: 1334411 Access PIN: 27476

Total balance due for all liens: \$124,267.65

(LIEN 1 of 7)

 Lien Number:
 00156384

 Balance Due:
 \$5,479.81

 Balance as of:
 04/13/2017

Lien Status:

Lien Project Type:

NUISANCE- GF INVOICE
Invoice Number:

14-164154-NU

(LIEN 2 of 7)

 Lien Number:
 00145533

 Balance Due:
 \$1,948.82

 Balance as of:
 04/13/2017

Lien Status:

Lien Project Type:

NUISANCE- GF INVOICE
Invoice Number:

08-136866-NU

(LIEN 3 of 7)

 Lien Number:
 00144591

 Balance Due:
 \$9,127.66

 Balance as of:
 04/13/2017

Lien Status:

Lien Project Type: NUISANCE- GF INVOICE

Invoice Number: 07-167160-NU



#### **City of Portland Interest In Real Property**

(LIEN 4 of 7)

Lien Number: 00142209 Balance Due: \$84,979.05 Balance as of: 04/13/2017

Lien Status:

Lien Project Type: **CODE ENFORCEMENT FEE** Invoice Number: 07-106591-DB

(LIEN 5 of 7)

Lien Number: 00142181 Balance Due: \$2,305.25 Balance as of: 04/13/2017

Lien Status:

NUISANCE- GF INVOICE Lien Project Type: Invoice Number:

07-104415-NU

(LIEN 6 of 7)

Lien Number: 00139537 Balance Due: \$5,911.93 Balance as of: 04/13/2017

Lien Status:

NUISANCE- GF INVOICE Lien Project Type: Invoice Number:

05-167438-NU

(LIEN 7 of 7)

Lien Number: 00137086 Balance Due: \$14,515.13 Balance as of: 04/13/2017

Lien Status:

Lien Project Type: **CODE ENFORCEMENT FEE** Invoice Number: 04-052291-HS

