

RESOLUTION NO. 3408

A RESOLUTION AUTHORIZING THE CITY FINANCE DIRECTOR TO ESTABLISH AN AGREEMENT BETWEEN THE CITY OF ALBANY AND AREA TITLE COMPANIES TO PROVIDE INFORMATION RELATING TO LIENS AGAINST REAL PROPERTY.

WHEREAS, the City of Albany and the Title Company are desirous of expediting the transmittal of certain information relating to liens against real property as maintained by the City; and

WHEREAS, the parties are desirous of expediting requests for information and payments tendered by the Title Company on behalf of members of the public; and

WHEREAS, for the purpose of recovery of administrative and other expenses, a monetary fee as defined below will be charged for the following services:

\$40.00 monthly contract fee  
\$15.00 fee per request


Assessment records, updates, and lien searches; otherwise  
Lien search requests only

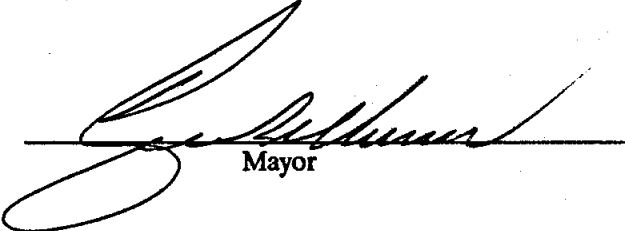
NOW, THEREFORE, BE IT RESOLVED, that the City of Albany establish an agreement with area Title Companies to provide information relating to liens against real property, for a two-year period beginning July 1, 1994, and expiring on June 30, 1996, defined by Schedule A, is hereby adopted.

BE IT FURTHER RESOLVED, that the fees and charges set forth by Schedule A attached, are classified as not subject to the limits of Article XI, Section 11b of the Oregon Constitution.

DATED THIS 14TH DAY OF SEPTEMBER, 1994.

ATTEST:

  
Moran C. Wittmer  
Deputy City Recorder

  
\_\_\_\_\_  
Mayor

**AGREEMENT - SCHEDULE A**

This agreement made and entered into by and between the City of Albany (hereinafter "City") and Name of Title Company (hereinafter "Title Company").

Whereas, the parties are desirous of expediting the transmittal of certain information relating to liens against real property as maintained by City, and

Whereas, the parties are desirous of expediting requests for information and payments tendered by Title Company on behalf of members of the public;

Now, therefore in consideration of mutual promises contained herein, the parties hereby agree as follows:

1. Those matters identified as follows will be provided to Title Company by City in the manner set forth in this agreement.

**L.I.D. Assessments**

**Pre-Asmts (after public hearing)**

**In-Lieu-of Asmts (written request)**

**Sewer & Water Utility Charges**

**System Development Charges**

**Nuisance Liens**

**Pending Asmts (written request)**

**Deferred Assessments (City & State)**

**Hazardous Areas (info only)**

**Community Dev. Loans ("CDRHB" & "CDRR")**

2. The records furnished constitute all of the charges which constitute a lien on real property as of the last day of the month.
3. The records agreed to be furnished hereunder, will be furnished by City to Title Company monthly in the form of a computer listing specified in Exhibit A attachment. The lien listing will be available for pick up by Title Company on the 5th of the month. As new assessments are approved by ordinance, and local improvement districts established by resolution, the City will mail to each Title Company a copy of that ordinance and/or resolution.
4. Any request for information as to a parcel or parcels of real property shall be made in writing and on the form set forth in Exhibit B attached hereto. The fee for a lien search is \$15.00 per request; however, this service is provided as part of the monthly fee for a Title Company that has an established agreement with the City.
5. Title Company shall pay to City \$40.00 monthly on or before the time the lien listing is received. This fee covers the lien listing, updates, and lien searches.
6. Title Company will furnish to City within ten (10) business days, a copy of the recorded deed in the event of the transfer of property ownership.
7. City will be liable to Title Company for losses they may incur as a result of inaccurate or incomplete information provided in accordance with this agreement up to the value of the involved City lien. Title Company shall be liable for all other losses which they may incur.

Nothing in this provision shall preclude City from asserting rights of collection against any individual which has undertaken liability for payment of liens assessed.

8. In case suit or action is instituted to enforce compliance with any of the terms, covenants or conditions of this agreement or to collect any cost which may become due hereunder, or any portion thereof, the losing party agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed the prevailing party in such suit or action and in the event any appeal is taken from any judgment or decree in such suit or action, the losing party agrees to pay such further sum as the appellate court shall adjudge reasonable as prevailing party's attorney's fees on such appeal.

9. In the event that any one or more provisions of this agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality or unenforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
10. All notices, requests, demands and other communications under this agreement shall be in writing and shall be deemed to have been given at the time when mailed at any general or branch office of the United States Postal Service by first class mail, in a prepaid envelope addressed as follows:

To City:                   **CITY OF ALBANY**  
                                  **ATTN: DIANE WOOD, FINANCE**  
                                  **PO BOX 490**  
                                  **ALBANYOR 97321**

To Title Company: \_\_\_\_\_  
                                  \_\_\_\_\_  
                                  \_\_\_\_\_  
                                  \_\_\_\_\_

11. This agreement shall begin on **JULY 1, 1994** and end on **JUNE 30, 1996**. Termination of this agreement by either the City or the Title Company, for any cause, shall be effective upon receipt of written notice to the other party.

**THE TERMS OF THIS AGREEMENT HAVE BEEN ENTERED INTO VOLUNTARILY BY THE FOLLOWING:**

\_\_\_\_\_  
City of Albany

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Title Company

\_\_\_\_\_  
Date

Date Submitted: \_\_\_\_\_

Date Required: \_\_\_\_\_

**REQUEST FOR MUNICIPAL LIEN SEARCH**

**PERSON MAKING REQUEST:** \_\_\_\_\_ **Phone #** \_\_\_\_\_

**AGENCY REPRESENTED:** \_\_\_\_\_

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

**PROPERTY DESCRIPTION:**

County map page and parcel # \_\_\_\_\_

County tax account # \_\_\_\_\_

Subdivision or Addition: \_\_\_\_\_

Block and Lot # \_\_\_\_\_

(IF PROPERTY DESCRIPTION IS METES AND BOUND PLEASE ATTACH A COPY)

**Additional Information useful to this search:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**MUNICIPAL ASSESSMENT LIENS OF RECORD AS OF:** \_\_\_\_\_

Lien search completed by: \_\_\_\_\_ (967-4300)

<b>OWNER OF RECORD</b> (Name)	<b>DESCRIPTION OF LIEN</b> (Acct. # ie SS8801024)	<b>LIEN BALANCE</b>
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1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

**ADDITIONAL CITY INFORMATION:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**INFORMATION OF POTENTIAL LIENS CAN BE OBTAINED FROM THE SOURCES BELOW:**

1. Sewer Utility	Elizabeth Young	Utility Billing	967-4300 Ext. 337
2. Pending Assessments	Diane Wood	Special Assessments	967-4300 Ext. 228
3. Preassessments	Diane Wood	Special Assessments	967-4300 Ext. 228
4. Deferred Assessments	Diane Wood	Special Assessments	967-4300 Ext. 228
5. In-Lieu-of Assessments	Diane Wood	Special Assessments	967-4300 Ext. 228
6. Development Charges-water	Mike Leopard	Engineering	967-4300 Ext. 225
7. Development Charges-sewer	Dean Nebergall	Engineering	967-4300 Ext. 386
8. Street Lighting	Mike Faught	Operations	967-4300 Ext. 329
9. Sidewalk	Dean Nebergall	Engineering	967-4300 Ext. 386

98-01-94

## City of Albany Assessments Listing - Legal Description Order

Page 1

Legal description	Message	Name	Account #	Ord#	Ord date	Last pay	Balance	
ABBEY'S	11-03W-05CC-02300	BLK 1, LOT 13, SEE NOTE	LINN COUNTY	HSBEN511801	5118	05/11/94	00/00/00	2,410.00
				COST 390	0000	06/08/94	00/00/00	4,389.54
ABBEY'S	11-03W-05CC-02500	(RESOLUTION #2648)	RICHARDSON, ROBERT L	ST85010011	4848	02/08/89	07/11/94	246.49
ACREAGE	10-03W-31 -00400	EXTND LINE @ QUARRY/DEQ	SPRINGHILL GOLF/CTRY CLB	SS05124001	5124	06/08/94	07/07/94	33,503.02
				SSCCN06081	5133	06/22/94	07/26/94	54,291.92
ACREAGE	10-03W-31CB-00700X		GREATER ALBANY PUBLIC SCL	SS90070001	5041	04/14/93	04/13/94	13,222.31
ACREAGE	10-03W-31CC-00700X		GREATER ALBANY PUBLIC SCL	SS90070002	5041	04/14/93	04/13/94	9,841.24
ACREAGE	10-03W-31CC-00800X		GREATER ALBANY PUBLIC SCL	SS90070003	5041	04/14/93	04/13/94	15,305.27
ACREAGE	10-03W-31CC-00900		GOKCEN, MEV A, TR	SS90070004	5041	04/14/93	04/14/94	14,781.34
ACREAGE	10-03W-31CC-01000		KOENIG, MARGARET A	SS05036004	5036	03/10/93	07/30/93	994.78
				SS90070005	5041	04/14/93	00/00/00	10,728.00
ACREAGE	10-03W-31CC-01100		BURDICK, LILLIAN	SS90070006	5041	04/14/93	07/19/94	10,378.47
ACREAGE	10-03W-31CC-01200		HELLMAN, MATHIAS J	SS05040008	5040	03/31/93	07/11/94	960.39
				SS90070007	5041	04/14/93	07/11/94	9,996.75
ACREAGE	10-03W-31CC-01300		NASTASI, PATRICIA SUSAN	SS05040006	5040	03/31/93	03/07/94	819.79
				SS90070008	5041	04/14/93	07/07/94	5,090.02
ACREAGE	10-03W-31CC-01400		LACKEY, JACK A	SS05040005	5040	03/31/93	07/07/94	906.83
				SS90070009	5041	04/14/93	07/07/94	5,850.65
ACREAGE	10-03W-31CC-01500	928-3440	NEALY, ROBERT	SS90070010	5041	04/14/93	04/08/94	12,801.25
ACREAGE	10-03W-31CC-01600		NEALY, ROBERT	SS90070011	5041	04/14/93	04/08/94	14,799.36
ACREAGE	10-03W-31CC-01700		OLSON, OTTO A	SS90070012	5041	04/14/93	04/07/94	10,771.89
ACREAGE	10-03W-33 -00700	(WASTE SITE #839)	FREDRICKSON PROPERTY	HAZARD0007	0000	09/15/89	00/00/00	.00
ACREAGE	10-03W-33CB-01101	(WASTE SITE #401)	ELSTOR SALES CORPORATION	HAZARD0004	0000	09/15/89	00/00/00	.00
ACREAGE	10-03W-33D -00300		FISBECK, RICHARD D	SCF4597008	4597	06/29/83	06/03/93	.00
ACREAGE	10-03W-33DC-01201	REVIEW 1/1/97 & 9/1/96,	ALBANY TRAILER PARK	SS020100675	4522	08/20/82	07/05/94	15,053.14
				SCF47030015	4703	12/18/85	07/05/94	3,072.13
ACREAGE	10-03W-33DC-01400	REVIEW 3/1/97, 82 INTER	ALBANY TRAILER PARK	SS020100695	4522	08/20/82	07/05/94	1,952.11
ACREAGE	10-04W-25 -00901		TRAEGER, PATRICK J	SS90070013	5041	04/14/93	12/14/93	.00
ACREAGE	10-04W-25 -01400		PASCONE, JOHN G	SS90070014	5041	04/14/93	03/15/94	.00
				SS05057024	5057	06/23/93	03/15/94	.00