

RESOLUTION NO. 4736

A RESOLUTION AUTHORIZING THE ASSISTANT CITY MANAGER/ADMINISTRATIVE SERVICES DIRECTOR TO ESTABLISH AN AGREEMENT BETWEEN THE CITY OF ALBANY AND THE TITLE COMPANIES TO PROVIDE INFORMATION RELATING TO LIENS AGAINST REAL PROPERTY BY ELECTRONIC MEDIUM AND REPEALING RESOLUTION NO. 4106.

WHEREAS, cities are required by ORS 93.643 to provide constructive notice of an interest in real property by recording the notice of assessment or the acceptance of the systems development charge installment payment contract with the county in which the property is located or through an on-line electronic medium; and

WHEREAS, the City of Albany and the title companies 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

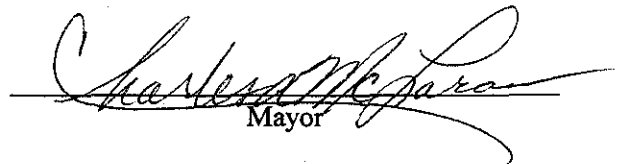
WHEREAS, the City of Albany has agreed to participate in an on-line service called Conduits provided by Net Assets Corporation to allow title companies to search for lien information against real properties in the city of Albany; and

WHEREAS, the cost for this service to the title companies will be \$25 per lien search and \$15 for each duplicate lien search conducted within a 30-day time period to cover the cost of the on-line service and technical staff.

NOW, THEREFORE, BE IT RESOLVED that the City of Albany establish an agreement with title companies, see Schedule A, to provide information relating to liens against real property by electronic medium and repealing Resolution No. 4106.

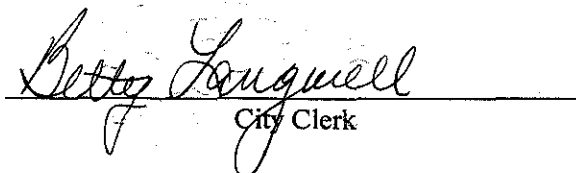
BE IT FURTHER RESOLVED that the fees and charges set forth above, are classified as not subject to the limits of Article XI, Section 11b, of the Oregon Constitution.

DATED AND EFFECTIVE THIS 14TH DAY OF AUGUST 2002.



Mayor

ATTEST:



City Clerk

AGREEMENT - SCHEDULE A

This agreement made and entered into by and between the **City of Albany** (hereinafter "City") and «TitleCompany» (hereinafter "Title Company.")

Whereas, ORS 93.643 requires cities to provide constructive notice of an interest in real property by recording the notice of assessment or the acceptance of the systems development charge installment payment contract with the county in which the property is located or through an on-line electronic medium; and

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. City will provide those matters identified as follows to Title Company in the manner set forth in this agreement.

| | |
|---|--|
| Local Improvement District Assessments (LID) | Nuisance Liens |
| Pre-Asmts (after public hearing) | System Development Charges |
| Pending Assessments (before Council approval) | In-Lieu-of Assessments |
| Community Dev. Loans ("CDRHB" & "CDRR") | Economic Improvement Dist. Tax Liens |
| Potential Asmts for North Albany Interceptor Basin | Deferred Assessments (City & State) |

2. The records furnished constitute all of the charges that comprise an assessment lien on real property. In addition, the capability to calculate a lien payoff has been incorporated. The records provided do not include water and sewer utility payments.
3. The records agreed to be furnished hereunder, will be furnished by an on-line service called Conduits, administered by Net Assets Corporation. This service allows organizations to search the City's lien docket on-line, via the Web. This service will provide Title Companies with accessibility to City lien records beyond the normal work-day hours, 8 am to 5 pm. The City will continue to add new assessments and system development charges as approved by city ordinance and pre-assessments (local improvement districts) when established by resolution. Title Companies will be contacted by Net Assets Corporation and provided with new access codes and assisted in the new system setup process. This new service will allow unlimited system users consecutive and simultaneous access and eliminate the previous system's limited system users and 10-minute maximum connection time.
4. Any request for information should be made via the on-line service that will be available to any public entity. If a written request is submitted it too will be subject to a \$25 search fee and \$15 duplicate fee charge.
5. Title Company will be billed by City monthly based on the number of searches conducted during the previous month. The cost per lien search conducted will be \$25. There will be no additional charge for searching the same record within the same calendar day. However, duplicate lien searches within a 30-day time period will be charged \$15. The fees cover the expense to provide the on-line service and the availability of the technical staff. Nonpayment will result in a temporary account suspension until payment is received by the City.
6. **Title Company will continue to furnish City within ten (10) business days, a copy of the recorded deed in the event of the transfer of property ownership where the purchaser is assuming a City lien. City requests Title Company to notify City of potential lien assumptions and provide purchaser's name and address. Delinquent assessments cannot be assumed.**

7. City will be liable to Title Company for losses they may incur as a result of inaccurate information provided in accordance with this agreement up to the value of the involved city lien. If a partition or subdivision has been recorded within the last six months, Title Company is responsible to conduct a lien search on the parent parcel, as well as the newly created parcel. Title Company shall be liable for all other losses that they may incur.

Nothing in this provision shall preclude City from asserting rights of collection against any individual that has undertaken liability for payment of liens assessed. City also reserves the right to monitor both the Title Company lien searches conducted and the service calls received by Net Assets Corporation from the Title Company to ensure all participants are registered, have paid their monthly service fees, and are receiving a timely service response for any technical difficulties experienced.

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 enforceability 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: **DIANE WOOD
CITY OF ALBANY
ADMINISTRATIVE SERVICES DEPT.
P.O. BOX 490
ALBANY, OR 97321**

To Title Company: _____

11. This agreement shall begin on October 1, 2002 and will continue until revised by City or terminated by Title Company. 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:

Ken Thompson
Assistant City Manager/Administrative Services Director

«TitleCompany»

Date

Date