

ORDINANCE NO. 753

AN ORDINANCE AUTHORIZING PURCHASE OF REAL PROPERTY FOR
FUTURE MUNICIPAL BUILDING COMPLEX.

THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1. Purchase Authorized. The City of Canby is authorized to purchase from R.W. Atwood and Edna L. Atwood, as tenants by the entirety, the following described real property for a future municipal building complex:

Lot 2 and the East one-half of Lot 3, in Block 1,
The Town of Canby, in Clackamas County, Oregon.

Section 2. Purchase Price. The total purchase price to be the sum of FORTY-FIVE THOUSAND DOLLARS (\$45,000.00) of which five hundred dollars (\$500.00) has been paid as earnest money and will apply to the purchase price. The balance of the purchase price of forty-four thousand, five hundred dollars (\$44,500.00) is to be paid at the closing of the transaction. A copy of the earnest money receipt entered into between the parties is attached to this ordinance and marked "Exhibit A", thereto. By this reference, said earnest money receipt is incorporated within as if fully set forth herein. The City of Canby is authorized to complete this transaction according to terms in the earnest money receipt.

Section 3. Budgeted Funds to Pay Purchase Price. The earnest money payment of five hundred (\$500.00) dollars plus the balance of forty-four thousand, five hundred (\$44,500.00) dollars is to be paid from the City's current fiscal budget, line item number 27060000 titled "Building/Land/Construction Reserve Fund".

Section 4. City Attorney to Approve Title Report and Deed. The City Attorney shall first approve the preliminary title report and form of deed for the City's purchase of said property. Purchaser's Title Insurance Policy in the face amount of the purchase price insuring the City's vendee's interest in said property is to be furnished at the expense of the City of Canby and free and clear of all liens or encumbrances except for the usual printed exceptions which normally appear in a standard Oregon Purchaser's Title Insurance Policy.

Section 5. Mayor and City Recorder to Execute Deed. The Mayor and City Recorder are authorized and directed to execute and deliver in the name of and on behalf of the City of Canby as purchaser, the required deed and any other documents as may be required for closing the transaction.

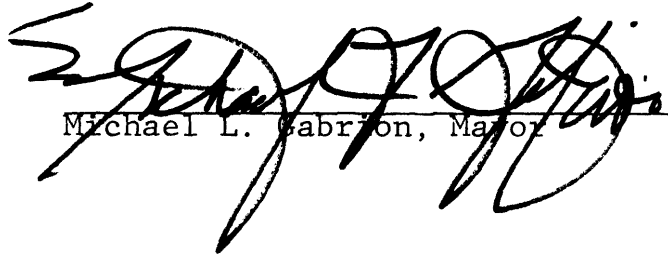
Section 6. Emergency Declared. Inasmuch as it is necessary to proceed as quickly as possible with the plans for the reconstruction and development of a new City Hall and municipal complex for the use and benefit of the City and since the seller of said property intends to sell this property immediately, and for the general welfare of the residents, an emergency is hereby declared to exist and this ordinance shall take effect immediately after final reading and enactment by the Canby City Council.

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on September 5, 1984; ordered posted as required by the Canby City Charter and scheduled for second reading and action of the Canby City Council at a regular meeting thereof on, Wednesday, September 19, 1984, commencing at the hour of 7:30 o'clock P.M., at the Council Meeting Chambers at the Canby City Hall in Canby, Oregon.



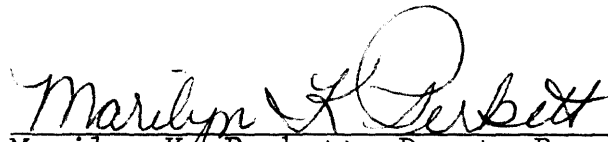
Bud Atwood, Acting City Administrator

Passed on final reading of the Canby City Council at a regular meeting thereof held on the 19th day of September, 1984, by the following vote: YEAS 4 NAYS 0



Michael L. Gabriel, Mayor

ATTEST:



Marilyn K. Perkett, Deputy Recorder

OWNER'S
EARNEST MONEY RECEIPT

August, 198

RECEIVED OF City of Canby, Oregon, by and through Mayor Michael L. Gabrion hereinafter called purchaser, \$ 500.00, as earnest money and in part payment for the following described real estate situated in the City of County of Clackamas, State of Oregon, described as follows, to-wit: Tax Lot 5600, X-1E-33CA

for the sum of Forty Five Thousand Dollars \$ 45,000.00 which we have this day sold to the purchase on the following terms, to-wit: The earnest money hereinabove received for \$ 500.00; upon acceptance of title and delivery of deed \$ 44,500.00 \$ 45,000.00 balance of Dollars \$ -0- payable as follows: All payable at closing

~~If this transaction includes dwelling unit, buyer and seller certify that a working smoke detector shall be installed in each unit according to applicable code prior to closing. (Delete if inapplicable)~~

A title insurance policy from a reliable company insuring marketable title in the seller in an amount equal to said purchase price is to be furnished purchaser in due course at ~~seller's~~ expense; preliminary to closing, seller may furnish a title insurance company's title report showing its willingness to issue title insurance, and such report shall be conclusive evidence as to status of seller's record title.

It is agreed that if the title to the said premises is not marketable, or cannot be made so within thirty days after notice, with a written statement of defects, is delivered to seller, the earnest money herein received for shall be refunded. But if the title to the said premises is marketable and the purchaser neglects or refuses to comply with any of the conditions of this sale within 30 days and to make payments promptly as hereinabove set forth, then the earnest money herein received for shall be forfeited to the seller as liquidated damages, and this contract shall thereupon be of no further binding effect.

The property is to be conveyed by good and sufficient deed free and clear of all liens and encumbrances except zoning ordinances, building restrictions, taxes due and payable for the current tax year, reservations in federal patents and state deeds, easements of record and none

All irrigation, ventilating, cooling, plumbing and heating fixtures and equipment (including stoker and oil tanks but excluding fire place fixtures and equipment), water heaters, electric light and bathroom fixtures, light bulbs and fluorescent lamps, venetian blinds, wall-to-wall carpeting, awnings, window and door screens, storm doors and windows, attached floor coverings, attached television antenna, all plants, shrubs and trees and all fixtures except refrigerator, stove, washer & dryer, TV antenna, basement fan are to be left upon the premises as part of the property purchased.

The following personal property is also included as part of the property sold for said price: none

~~Seller and purchaser agree to pay the cost of recording this deed and the purchase price shall be paid in cash or by check or money order payable to the order of the seller. If the purchase price is to be paid by check or money order, the check or money order shall be payable to the order of the seller and shall be delivered to the seller at the time of closing. If the purchase price is to be paid in cash, the cash shall be delivered to the seller at the time of closing. The seller shall not be responsible for the loss of the purchase price if the check or money order is cashed or the cash is lost or stolen before it is delivered to the seller.~~

Possession of said premises is to be delivered to purchaser on or before 6 months from closing, 19. This is of the essence hereof. This contract is binding upon the heirs, executors, administrators, successors and assigns of the purchaser and seller. However, the purchaser's rights herein are not assignable without written consent of seller. In any suit or action brought on this contract, the losing party agrees to pay the prevailing party's reasonable attorney's fees to be fixed by the trial court, and on appeal the prevailing party's reasonable attorney's fees to be fixed by the appellate court.

Further conditions: See addendum

THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT. A BUYER SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

Earna L. Atwood Owners

I hereby agree to purchase the above property and to pay the price of Forty-five Thousand

(\$45,000.00) Dollars as specified above.

Address

Purchaser

Phone

"EXHIBIT A"

ADDENDUM
to
EARNEST MONEY RECEIPT

1. Purchaser agrees to assume any tax deficiency and any other costs associated with this transaction including closing costs and title insurance policy costs. It is the purpose of the parties to this agreement that the seller receive \$45,000.00 cash after all costs of the transaction are deducted.
2. Purchaser agrees that seller may remain on the premises as a tenant for six (6) months following the closing of this transaction. Purchaser further agrees that the seller may reside rent free for the six (6) month period.
3. Purchaser agrees that seller may remove any or all plants, shrubs or trees on the property.

PURCHASER

SELLER

Stephen D. Griffin
Signature

Edna L. Atwood
Signature

8-8-84
Date

Aug. 9, 1984
Date

Addendum to Earnest Money Receipt

Page 1

"EXHIBIT A"