

ORDINANCE NO. 816

AN ORDINANCE AUTHORIZING PURCHASE OF REAL PROPERTY FOR
FUTURE LIBRARY DEVELOPMENT; AND DECLARING AN EMERGENCY

THE CITY OF CANBY ORDAINS AS FOLLOWS:

Section 1. Purchase Authorized. The City of Canby is authorized to purchase from Eagle Newspapers, Inc., the following described real property for a future Library development:

Lots 9, 10, 11, and 12; Block 15, Canby Addition.

Section 2. Purchase Price. The total purchase price to be the sum of NINETY EIGHT THOUSAND DOLLARS (\$98,000.00). A copy of the earnest money agreement is attached to this ordinance and marked "Exhibit A", thereto. By this reference, said agreement is incorporated within as if fully set forth herein. The City of Canby is authorized to complete this transaction according to terms of the land sale contract.

Section 3. Budgeted Funds To Pay Purchase Price. Funds to pay the entire amount of the purchase price are to be paid from the Library Trust Fund of the current fiscal budget, line item number 1650000, titled "Library Building/Land Purchase":

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.

Section 5. Mayor and City Administrator To Execute Contract. The Mayor and City Administrator are authorized and directed to execute and deliver in the name of and on behalf of the City of Canby as purchaser, the required land sale contract and any other documents as may be required for closing the transaction.

Section 6. Emergency Declared. Inasmuch as it is necessary to proceed with the plans for development of the City Library for the use and benefit of the City and since the seller of said property intends to sell this property immediately, and since the earnest money agreement for this property will expire

on April 15, 1988, 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 April 6, 1988; 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, April 20, 1988, commencing after the hour of 7:30 o'clock p.m., at the Council Meeting Chambers at the Canby City Hall in Canby, Oregon.


Marilyn K. Perkett, City Recorder

PASSED on final reading of the Canby City Council at a regular meeting thereof held on the 20th day of April, 1988, by the following vote: YEAS 6 NAYS 0


William F. Pulver, Mayor

ATTEST:


Marilyn K. Perkett, City Recorder

OWNER'S SALE AGREEMENT AND EARNEST MONEY RECEIPT

March 16, 1988

RECEIVED OF CITY OF CANBY, A Municipal Corporation

hereinafter called purchaser, \$ 500.00, as earnest money and in part payment for the following described real estate situated in the City of Canby, County of Clackamas, State of Oregon, described as follows, to-wit:

Tax Lots 9, 10, 11, and 12; Block 15, Canby Addition

which we have this day sold to the purchaser for the sum of Ninety - eight Thousand Dollars \$98,000.00; on the following terms, to-wit: The earnest money hereinabove received for DEMAND NOTE \$ 500.00; upon acceptance of title and delivery of deed or delivery of contract \$97,500.00; \$98,000.00; balance of Dollars \$; payable as follows: Cash on closing.

If this transaction includes dwelling units, buyer and seller certify that a working smoke detector shall be installed in each unit according to applicable law, 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 a written notice 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 None 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 pro rate the taxes which become due and payable for the current tax fiscal year on a fiscal year basis. Rents, interest, premiums for existing insurance, and other matters shall be pro rated on a calendar year basis. Purchaser agrees to pay for fuel on hand including oil in tank, if any, and, at closing, shall reimburse seller for sums, if any, held in any reserve account relating to any encumbrances on said property. Adjustments are to be made as of the date of the consummation of the sale herein or delivery of possession, which ever first occurs.

Possession of said premises is to be delivered to purchaser on or before Closing, 19. Time 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: Passage of Ordinance by Canby City Council authorizing purchase. Subject to buyer paying all closing costs including escrow fee, recording costs and title insurance.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. 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 APPROVED USES.

Eagle Newspapers, Inc
Richard A. Malsinger Owners RAN

I hereby agree to purchase the above property and to pay the price of Ninety-Eight Thousand

(\$ 98,000.00) Dollars as specified above.

Address 182 N. Holly Street
Canby, OR 97013
Phone 266-4021

X Purchaser by: [Signature] for City of Canby, City Administrator

"EXHIBIT A"