

**ORDINANCE NO. 887**

**AN ORDINANCE AUTHORIZING PURCHASE OF REAL PROPERTY FOR STREET AND UTILITY PURPOSES TO SERVE AN INDUSTRIAL PARK 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 Richard Ray Kraxberger, the following described real property for a future Industrial Park Development:

Tax Lots 0600 and 0690 on Tax Map T3S R1E Section 34C.

Section 2. Purchase Price. The total purchase price to be the sum of ONE HUNDRED FIVE THOUSAND DOLLARS (\$105,000.00). 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 Sewer System Development Charge Fund of the current fiscal budget, account number 18, titled "Sewer Construction Reserve".

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 Industrial Park 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 Council and read the first time at a regular meeting thereof on April 7, 1993, ordered posted in three (3) public and conspicuous places in the City for a period of five (5) days, as authorized by the Canby City Charter; and to come up for final reading and action by the Canby City Council at a regular meeting thereof on April 21, 1993, commencing after the hour of 7:30 p.m., at the Council's regular meeting chambers at the Canby City hall in Canby, Oregon.

  
Marilyn K. Perckett, City Recorder

ENACTED by the Canby City Council at a regular meeting thereof on April 21,  
1993, by the following vote: YEAS 6 NAYS 0

  
Scott Taylor, Mayor

ATTEST:

  
Marilyn K. Perkett, City Recorder



NATIONAL ASSOCIATION OF REALTORS® SALE AGREEMENT & RECEIPT FOR EARNEST MONEY  
THIS IS A LEGALLY BINDING CONTRACT; IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.

Canby Oregon, March 29, 1993 SALE AGREEMENT #90-281188

1. Received of City of Canby hereinafter called "buyer,"  
2. the sum of \$ 1,000 in the form of  check,  cash,  note, payable as earnest money and part payment for  
3. the purchase of the following described real property owned by Richard R. Kraxberger hereinafter called "seller," situated in the  
4. City of Canby County of Clackamas and State of Oregon, legally described as: T3S, R1E, Sec 34C  
5. Tax lot 00600 and 00690 (approx 1.04 acre)  
(legal description)  
6. (the parties hereby authorize the REALTORS® to attach the correct legal description if unavailable at the time of signing) and commonly known as: 322 S Pine St. Canby, OR  
(street address)  
7. for the purchase price of one hundred five thousand and NO/00---- Dollars, \$105,000.00  
8. on the following terms: the earnest money above received for: \$1,000.00  
9.  either on \_\_\_\_\_ 19\_\_\_\_ as additional earnest money, the sum of \$ \_\_\_\_\_  
 (on seller's acceptance)  
10. Upon acceptance of title and delivery of  deed  Contract the sum of \$104,000.00 Dollars, \$105,000.00  
11. The balance of -0- Dollars  
12. payable as follows: cash on closing. This offer is subject to the City of Canby City  
13. Council written approval on or before closing date.  
14. Seller hereby authorizes City of Canby access to complete preliminary and  
15. actual design prior to closing date, after closing date any plant removal  
16. excavation and or construction shall not happen prior to possession date w  
17. without specific approval of seller.

*WSK  
RAT*  
*WSK  
RAT*

18. Property sold in present "AS IS" condition  
19. **FOR ADDITIONAL TERMS AND CONDITIONS SEE ATTACHED ADDENDUM**  
20. If under the terms of this Sale Agreement buyer is being extended credit after closing by the seller, buyer's rights in this Sale Agreement and buyer's rights in the security device to be delivered at closing  are  are not  
21. assignable without prior written consent of seller. In addition to the purchase price, buyer shall pay required assumption costs and reimburse seller for sums held in the reserve account of any indebtedness assumed in this transaction.  
22. This transaction  is not subject to buyer securing financing; buyer agrees to make written application not later than \_\_\_\_\_ 19\_\_\_\_ Buyer agrees to complete necessary papers and  
23. to exert buyer's best efforts to procure such financing. If this transaction is to be financed, the prevailing mortgage discount, if required by lender, shall be paid as follows: by seller \$ -0-  
24. by buyer \$ -0- The property is to be conveyed, unless otherwise provided, by Statutory Warranty Deed, free and clear of all liens and encumbrances to date except zoning ordinances, covenants, conditions and  
25. restrictions, building and use restrictions, utility easements of record and: none other of knowledge  
26. The following are to be left upon the premises as part of the property purchased: all light fixtures and bulbs, fluorescent lamps, window blinds, window and door screens, storm windows and door screens, storm windows and doors,  
27. attached floor coverings, attached television antennas, curtain, towel and drapery rods, shrubs and trees, irrigation, plumbing, cooling and heating equipment including oil tanks, and all fixtures except:  
more Ceiling Fan, Woodstove, Drapes  
28. The following personal property  
29. in its present condition is also included as part of the property purchased for the purchase price: none

30. Neither seller nor REALTORS® warrant the square footage of any structure or the acreage of any land being purchased.  
31. If square footage or acreage is a material consideration in making this purchase, REALTORS® advise that all structures and land should be measured by buyer prior to signing this Sale Agreement.  
32. **SELLER REPRESENTS THAT** (1) seller has no notice of any liens to be assessed against the property; (2) the dwelling is connected to (a)  an on-site water well or (b)  a public water system; or  
33. (c)  See additional terms on the reverse side of this Sale Agreement. (3) the dwelling is connected to (a)  a public sewer system or (b)  a cesspool  
34. or septic tank; (4) a working smoke detector has been or shall be installed in each dwelling unit according to Oregon law prior to closing this transaction; (5) at the time buyer is entitled to possession: (a) all fixtures, including but not  
35. limited to built in appliances, electrical, wiring, heating, cooling and plumbing systems will be in working order and (b) the property and yard will be in its present condition. Seller and buyer agree to prorate the taxes for the current tax  
36. year, rents, interest and other items as of: closing date Premiums for existing insurance may be prorated or a new policy issued at buyer's option. Buyer agrees to pay the seller for fuel, if any, in storage tank(s)  
37. at date of possession. Encumbrances in be discharged by seller may be paid at seller's option out of purchase money at date of closing. This transaction shall be closed on or before May 3, 1993 19\_\_\_\_  
38. or as soon thereafter as conditions are met and financing and closing documents have been prepared. TIME IS OF THE ESSENCE OF THIS SALE AGREEMENT. This transaction shall be closed in escrow by \_\_\_\_\_  
39. as escrow agent, the cost of which shall be shared equally between seller and buyer. Seller and buyer instruct the REALTORS® to handle the above-described earnest  
40. money as follows:  place in the selling REALTOR'S® client trust account,  upon acceptance of offer and collection of funds, transfer to the listing REALTOR'S® client trust account,  deposit with the escrow agent.  
41. June 1, 1993  
42. or as soon thereafter as existing laws and regulations will permit removal of tenants, if any. If any. This Sale  
43. Agreement is binding upon the heirs, executors, administrators, successors and permitted assigns of the buyer and seller. Buyer and seller hereby authorize and direct the closing agent to provide copies of all closing statements to the  
44. REALTORS® involved in this transaction.  
45. **BUYER AND SELLER SIGNIFY BY THEIR INITIALS THAT: (A) THE ADDITIONAL TERMS ON THE REVERSE SIDE OF THIS SALE AGREEMENT HAVE BEEN READ AND INCLUDED IN THIS SALE AGREEMENT; AND**  
46. **(B) THAT EACH HAS READ THE ADDITIONAL TERMS; AND (C) THAT EACH FULLY UNDERSTANDS THE ADDITIONAL TERMS.** SELLER'S INITIALS: RRK BUYER'S INITIALS: WSK

47. **OFFER.** I hereby offer to purchase the above described property at the price and on the terms, conditions and representations set forth above, and grant the REALTORS® a period of  
48. days hereafter to secure seller's acceptance of this offer. THE MANNER IN WHICH TITLE IS VESTED CAN HAVE MAJOR LEGAL AND TAX CONSEQUENCES. BUYER IS ADVISED TO CONSULT A LAWYER OR ACCOUNTANT ABOUT  
49. VESTING OF TITLE AND TAX CONSEQUENCES. Buyer directs that the deed or contract is to be prepared in the name of City of Canby  
50. Buyer hereby acknowledges receipt  
51. of a copy of this Sale Agreement bearing buyer's signature and acknowledges that buyer has not received or relied upon any statements made by seller's agents which are not set out in writing in this Sale Agreement.  
52. **THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND**  
53. **USE LAWS AND REGULATIONS, WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE. BEFORE SIGNING OR**  
54. **ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING**  
55. **DEPARTMENT TO VERIFY APPROVED USES AND EXISTENCE OF FIRE PROTECTION FOR STRUCTURES.**  
56. **BUYER UNDERSTANDS THAT ALL REAL ESTATE LICENSEES REPRESENT SELLER ONLY; UNLESS OTHERWISE STATED HEREIN.**  
57. **BUYER:** Realty World-Canby SSAN/TIN # \_\_\_\_\_ Date 3/29/93 19\_\_\_\_ Time \_\_\_\_\_ m.  
58. **BUYER:** \_\_\_\_\_ SSAN/TIN # \_\_\_\_\_ Date \_\_\_\_\_ 19\_\_\_\_ Time \_\_\_\_\_ m.  
59. **Address:** \_\_\_\_\_ Phone: Home \_\_\_\_\_ Her Work \_\_\_\_\_ His Work \_\_\_\_\_

60. **RECEIPT FOR EARNEST MONEY:** The undersigned REALTOR® acknowledges receipt of the above described Earnest Money in the sum of \$ 1,000  
61. Listing Broker: Realty World-Canby Selling Broker: Realty World-Canby  
62. Address: 489 SW 1st Address: 489 SW 1st  
63. Phone: 266-2711 Agent: Bob Kacalek Phone: \_\_\_\_\_ By Agent: Bob Kacalek  
64. **65. If this is a co-op sale, the commission shall be divided as follows: Listing REALTOR® \_\_\_\_\_ % Selling REALTOR® \_\_\_\_\_ % BROKER INITIALS \_\_\_\_\_**

66. **ACCEPTANCE OF OFFER, CLOSING INSTRUCTIONS AND FEE AGREEMENT.** Seller hereby  (a) ACCEPTS buyer's offer for the price and on the conditions as set forth above. Seller authorizes REALTORS®  
67. to order a preliminary title report and title insurance at seller's expense from Cherry Title and further authorizes REALTORS® and the escrow agent to pay out of cash proceeds  
68. of sale the expenses of furnishing title insurance, seller's recording fees, seller's closing costs, and any encumbrances on the property payable by seller on or before closing. Seller agrees to pay REALTORS® a commission for services  
69. rendered in this transaction: (1)  closing the sum of \$ 3000 in cash; or (2)  See separate Closing Instructions and Fee Agreement. In the event buyer fails or refuses to complete the sale pursuant to the  
70. terms of this Sale Agreement, all earnest money and additional earnest money shall be distributed as follows, after deduction of any title insurance and escrow cancellation charges: SELLER \_\_\_\_\_ % REALTORS® \_\_\_\_\_ %  
71. to the extent of REALTORS®' total commission, with the residue to seller. SELLER ACKNOWLEDGES THAT SELLER HAS READ AND FULLY UNDERSTANDS THIS SALE AGREEMENT AND HAS RECEIVED A COMPLETELY FILLED IN COPY  
72. OF THIS SALE AGREEMENT.  
73. **SELLER:** Richard R. Kraxberger SSAN/TIN # \_\_\_\_\_ Date 5/27/93 19\_\_\_\_ Time 5:00P  
74. **SELLER:** Cherry Title SSAN/TIN # \_\_\_\_\_ Date 5/27/93 19\_\_\_\_ Time \_\_\_\_\_ m.  
75. **Address:** \_\_\_\_\_ Phone: Home \_\_\_\_\_ Her Work \_\_\_\_\_ His Work \_\_\_\_\_

76.  (b) COUNTER-OFFER. Seller REJECTS the offer and makes the attached COUNTER-OFFER.  
77.  (c) REJECTION OF OFFER. Seller REJECTS the offer;  
78. **SELLER:** \_\_\_\_\_ SELLER: \_\_\_\_\_ Date \_\_\_\_\_ 19\_\_\_\_ Time \_\_\_\_\_ m.  
79. **DELIVERY TO BUYER AFTER SELLER'S ACCEPTANCE.** March 30 at