

RESOLUTION NO. 278

A RESOLUTION DECLARING CERTAIN REAL PROPERTY OWNED BY THE CITY OF TROUTDALE TO BE SURPLUS AND AUTHORIZING THE MAYOR TO EXECUTE A DEED AND AN AGREEMENT OF EXCHANGE.

WHEREAS, the City of Troutdale is the owner of property described in Paragraph 1 of the "Agreement for Purchase and Sale and Exchange of Real Property", marked Exhibit "A", attached hereto and made a part hereof, and

WHEREAS, Donald L. Bennett and Marie I. Bennett are owners of property described in Paragraph 1 of the aforesaid agreement,

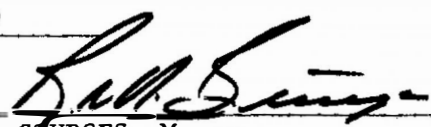
NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE, THAT:

1. The Common Council finds that the property described in Exhibit "A", which is owned by the City of Troutdale, is not now being used for any City purpose.
2. The Common Council of the City of Troutdale finds that there are no other appropriate public uses for this property.
3. The Common Council hereby concludes and declares that the aforesaid property is in excess of the public need.
4. The Mayor is hereby authorized to execute the "Agreement for Purchase and Sale and Exchange of Real Property" in a form substantially similar to Exhibit "A" and to execute a deed conveying to Donald L. Bennett and Marie I. Bennett the real property agreed to be conveyed to them by such agreement.


ADOPTED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THIS 10th DAY OF JULY, 1979.

YAES: 6

NAYS: 0

  
\_\_\_\_\_  
R. M. STURGES, Mayor

ATTEST:

  
\_\_\_\_\_  
JERRI L. WIDNER, City Recorder

AGREEMENT FOR PURCHASE AND SALE  
AND EXCHANGE OF REAL PROPERTY

THIS AGREEMENT, Made this \_\_\_\_ day of June, 1979, by and between THE CITY OF TROUTDALE, a municipal corporation of the State of Oregon, herein- after referred to as City, and DONALD L. BENNETT and MARIE I. BENNETT, husband and wife, hereinafter referred to as Bennett,

W I T N E S S E T H:

1. Sale and Exchange: The City hereby agrees to sell and convey to Bennett and Bennett agrees to purchase from the City on the terms and conditions set forth below that certain real property, and all improvements thereon, situated in the County of Multnomah, State of Oregon, described as follows:

A tract of land situated in the N.W.  $\frac{1}{4}$  of Section 25, Township 1 North, Range 3 East, Willamette Meridian, Multnomah County, Oregon, and more particularly described as follows: Beginning at an iron rod which bears south 815.67 feet and east 647.24 feet from the S. W. corner of the D. F. Buxton D.L.C., Multnomah County, Oregon; thence N.  $11^{\circ}50'$  E. a distance of 145.59 feet to a point; thence S.  $86^{\circ}04'$  W. a distance of 225.0 feet to a point; thence S.  $11^{\circ}50'$  W. a distance of 145.59 feet to an iron rod on the north boundary of that certain tract of land conveyed to the United States National Bank recorded December 8, 1969, in Book 712, page 1328, of the Multnomah County Record of Deeds; thence N.  $86^{\circ}04'$  E. a distance of 225.0 feet to the point of beginning.

Bennett agrees to sell to the City and the City agrees to purchase from Bennett for the price and on the terms and conditions set forth below that certain real property, and all improvements thereon, situated in the County of Multnomah, State of Oregon, described as follows:

A tract of land situated in the N.W.  $\frac{1}{4}$  of Section 25, Township 1 North, Range 3 East, Willamette Meridian, Multnomah County, Oregon, and more particularly described as follows: Beginning at a point which bears S.  $45^{\circ}10'$  E., 954.79 feet from the S.W. corner of the D. F. Buxton D.L.C., Multnomah County, Oregon, thence N.  $11^{\circ}50'$  minutes E. 199.8 feet to an iron rod; thence N.  $27^{\circ}18'$  W., 355.00 feet to an iron rod; thence N.  $9^{\circ}24'$  W. 153.24 feet to an iron rod on the

South line of the Oregon State Highway Division right-of-way (I-80N); thence easterly 40 feet more or less along said OSHD right-of-way to the low water mark on the west bank of the Sandy River; thence southeasterly along said low water mark to a point which bears N. 86°04'00" E. 192.5 feet and N. 41°04' E. to the point of beginning; thence S. 41°04' W. 175 feet more or less; thence S86°04' W. 192.5 feet to the point of beginning.

2. Consideration: The City agrees to accept the property conveyed by Bennett described above as full consideration for the City conveying the property conveyed to Bennett, plus \$6,000.00 to be paid to Bennett upon closing of this transaction.

3. Taxes: Each party hereto covenants and agrees that all real property taxes levied for the 1978-79 tax year have been paid in full for the property conveyed by such party to the other. Property taxes shall not be prorated.

4. Liens and Encumbrances: Each party hereto covenants and agrees to convey the above described properties free and clear of all liens and encumbrances. However, assessment for local improvement districts which have been formed but which have not been paid and which have not been levied or assessed against the properties shall be the full responsibility of the Grantee of such property.

5. Possession: Each party hereby agrees that possession shall be granted to the other on \_\_\_\_\_, 1979.

6. Title Insurance: Each party hereto shall provide title insurance upon the property conveyed to such party if desired.

7. Deed: Each party shall execute and convey to the other party a good and sufficient warranty deed conveying the property above described

to the other free and clear of all liens and encumbrances except those specifically provided for herein.

8. Non-Merger: This contract shall not be merged within any deed conveyed pursuant hereto.

9. Road Extension. The City agrees that at such time that the city sewer treatment plant east side access road is extended to the south it shall be extended to a point necessary to provide access to the property now owned by Bennett upon which Bennett now operates a manufacturing business, provided, however, that Bennett pay a reasonable portion of such costs as may be determined by the City Engineer or by the local improvement district process of the City of Troutdale.

IN WITNESS WHEREOF, the City has by authority of its City Council and the Bennetts have set their hands and seals, all on the day and year first above written.

CITY OF TROUTDALE

By \_\_\_\_\_  
Its Mayor

By \_\_\_\_\_  
Its Recorder

\_\_\_\_\_  
DONALD L. BENNETT

\_\_\_\_\_  
MARIE I. BENNETT