

A RESOLUTION AUTHORIZING THE MAYOR
AND RECORDER TO ENTER INTO A REAL
ESTATE CONTRACT WITH THE LEBANON
JAYCEES.

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RESOLUTION NO. 17
for 1981

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LEBANON AS FOLLOWS:

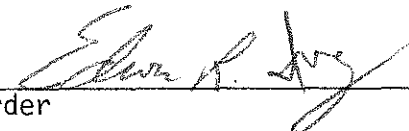
Section 1. That the Mayor and Recorder of the City of Lebanon are hereby authorized and directed to enter into a Real Estate Contract with the Lebanon Jaycees for purchase of City owned real property near 5th and Rose Streets in the City of Lebanon, Oregon, whereon exists that certain building known as Jaycee Hall. A copy of said contract is attached hereto and made a part hereof.

Passed by the Council by a vote of 4 for and 0 against and approved by the Mayor this 13th day of May, 1981.



Mayor

ATTEST:



Recorder

REAL ESTATE CONTRACT

THIS CONTRACT is made this 1st day of June, 1981, by and between the CITY OF LEBANON (hereinafter called "seller") and the LEBANON JAYCEES (hereinafter called "buyer").

W I T N E S S E T H:

Seller agrees to sell to buyer and buyer agrees to purchase from seller for the price and on the terms and conditions set forth below, that certain real property situated in Linn County, State of Oregon, described as follows:

Beginning at a 1 1/4" iron pipe on the North line of 5th Street which bears North 89° 44' East 225.00 feet and South 0° 22' East 953.21' from the Northwest corner of the Royer Addition to the City of Lebanon, Linn County, Oregon; thence North 0° 21' West 150.00'; thence South 89° 44' West 90.00'; thence South 0° 21' East 150.00' to said North line of 5th Street; thence North 89° 44' East 90.00' to the point of beginning and containing 13,499.99 square feet.

Subject to the reservation by seller of a 15 foot utility easement over and across that portion of the above parcel of land, said easement being described as follows:

Beginning at a point on the East Line of the above described parcel, North 0° 21' West 142.51 feet from said 1 1/4" iron pipe; thence South 43° 45' West 129.36 feet to a point on the West line of said parcel; thence North 0° 21' West 21.62 feet; thence North 43° 45' East 109.74 feet to a point on the North line of said parcel; thence North 89° 44' East 13.64 feet to the Northeast corner of said parcel of land; thence South 0° 21' East 7.49 feet to the point of beginning.

Said property is referred to as "the property".

1. Purchase Price. Buyer agrees to pay as the total purchase price for the property the sum of \$23,625.00. Such amount shall be paid as follows:

a. \$2,600.00 as a down payment, the receipt of which is hereby acknowledged.

b. Buyer shall pay \$2,000.00 on or before May 1, 1982; \$2,000.00 on or before May 1, 1983; and \$2,000.00 on or before May 1, 1984.

c. The entire unpaid balance of the purchase price shall be due and payable on or before May 1, 1985.

2. Interest. There shall be no interest charged on the unpaid

balances of the purchase price.

3. Prepayment. Buyer shall have the privilege of increasing the amount of any annual payment or prepaying the entire consideration, provided that no additional payment shall be credited as regular future payments, nor excuse buyer from making the regular annual payments provided for in this contract.

4. Taxes. Buyer agrees to pay all taxes and assessments which may hereafter be levied against the property and to keep the same free from all public, municipal and statutory liens which may hereafter be lawfully imposed upon the property.

5. Possession. Buyer shall be entitled to possession of the property from and after the date of this agreement.

6. Waste. Buyer shall not commit or suffer any waste of the property and shall maintain the same in good condition. Buyer shall also comply with all laws, ordinances, regulations, directions, rules and requirements of all governmental authorities applicable to the use or occupancy of the property, and in this connection to promptly make all repairs, alterations and additions.

7. Buildings. It is recited that there is a building presently located on the property. Said building is owned by buyer and is not being sold pursuant to this contract. Buyer may remove said building at any time, providing that said removal can be accomplished without damage to the property. If said building is removed, however, the written consent of seller must be obtained prior to the construction of any buildings or improvements on the property. Any such new buildings or improvements constructed on the property shall become a part of the property.

8. Title Insurance. At such time as buyer has tendered to seller the balance of the purchase price pursuant to paragraph 1.c. hereinabove, seller shall furnish a title insurance policy in the amount of \$23,625.00 insuring buyer against loss or damage sustained by buyer by reason of the unmarketability of seller's title or liens or encumbrances thereon, excepting matters contained in the usual printed exceptions in such title insurance policies.

9. Default. Time is of the essence of this contract. A default shall occur if buyer shall fail to make any payment required by this contract within thirty (30) days after it is due, or if buyer fails to perform any other obligation imposed by this contract. Provided, however, that except for nonpayment for which no notice is required, buyer shall not be deemed in default in any of said events except upon ten (10) days written notice from seller specifying the manner in which buyer is in default and demanding correction or compliance. In the event of a default, seller may take any one or more of the following steps:

a. Declare the entire unpaid balance of the purchase price immediately due and payable.

b. Foreclose this contract by suit in equity.

c. Specifically enforce the terms of this contract by suit in equity.

d. The remedies provided above shall be nonexclusive and in addition to any other remedies provided by law.

10. Notice. Any notice under this contract shall be in writing and shall be effective when actually delivered or when deposited in the mail, registered or certified, addressed to the parties at the addresses stated in this contract, or such other addresses as either party may designate by written notice to the other. The parties recite their present addresses to be as follows:

Seller: c/o City Administrator, City Hall, Main and Maple
Streets, Lebanon, Oregon 97355
Buyer: PO Box 1, Lebanon, Oregon 97355

11. Waiver. Failure of seller at any time to require performance of any provisions of this contract shall not limit the right of seller to enforce the provisions, nor shall any waiver by seller of any breach of a provision be a waiver of any succeeding breach of that provision or a waiver of the provision itself or of any other provision.

12. Costs and Attorneys Fees. In the event suit or action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sums as the Court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

13. Prior Agreements. This document is the entire, final and complete agreement of the parties pertaining to the sale and purchase of the property, and supercedes and replaces all written and oral agreements heretofore made or existing by and between the parties or their representatives insofar as the property is concerned.

14. Successor Interests. This contract shall be binding upon and inure to the benefit of the parties, their successors, and assigns. Provided, however, that nothing contained in this paragraph shall alter the restrictions contained herein relating to assignment.

15. Attorneys. It is recited that this contract has been prepared by Glen D. Baisinger, attorney for seller herein. Buyer is advised to consult with their own attorney prior to executing this contract or any other documents in connection with this transaction.

16. Sale or Assignment. In the event of any sale of the property by buyer, or assignment of this contract, the unpaid balance hereof shall become immediately due and payable.

17. Amendment. In the event, for any reason, it is necessary to amend this agreement in the future, the parties agree that any such amendment must be in writing, refer to this contract, and be subscribed by each of the parties hereto.

18. Warranty Deed. Upon full payment of the said purchase price and upon request and surrender of this agreement, seller shall deliver a good and sufficient deed conveying the premises in fee simple unto the purchaser, his heirs and assigns, free and clear of encumbrances as of the date hereof.

IN WITNESS WHEREOF, the parties have executed this instrument on the date indicated herein.

LEBANON JAYCEES

By:

Mary J. Dally

By:

Mike Jones

CITY OF LEBANON

By:

Robert Y. Smith

By:

Elwin R. Jones