

ORDINANCE BILL NO. 38 FOR 1941

ORDINANCE NO. 557

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR AND RECORDER OF THE CITY OF LEBANON TO ENTER INTO A CONTRACT WITH THE LEBANON COMMERCIAL CLUB CONFIRMING AN AGREEMENT AS TO THE RESTRICTION ON THE USE AND OWNERSHIP OF CERTAIN REAL PROPERTY FORMERLY OWNED BY SAID LEBANON COMMERCIAL CLUB AND CONVEYED TO THE CITY BY T. G. COWGILL, AS AGENT FOR LEBANON NATIONAL BANK OF LEBANON, AND ANNETTE W. COWGILL, HIS WIFE, AND SAID BANK, AND DECLARING AN EMERGENCY.

THE PEOPLE OF THE CITY OF LEBANON DO ORDAIN AS FOLLOWS:

SECTION 1. That the Mayor and Recorder of the City of Lebanon, Oregon, be and they are hereby authorized and directed to enter into a written contract, substantially as hereinafter set out, in the name of the City of Lebanon, Oregon, with the Lebanon Commercial Club, an Oregon Corporation, confirming an agreement heretofore made between said parties providing for the sale and conveyance of certain real property formerly owned by said Lebanon Commercial Club of Lebanon, Oregon, and conveyed for it by T. G. Cowgill, as agent for Lebanon National Bank of Lebanon, Oregon, and Annette W. Cowgill, his wife, and by Lebanon National Bank of Lebanon, Oregon, a national banking institution organized and existing under the laws of the United States, restricting the use and ownership of said real property and providing for forfeiture of the title thereto for violation of said restriction, which said written contract shall be executed in duplicate in behalf of the City of Lebanon, Oregon, by the Mayor and attested by the Recorder as soon as convenient after this Ordinance shall be in force, and shall be dated as of the date of said agreement, to-wit: the 5th day of April, 1938, and shall be substantially in words and figures as follows, to-wit:

THIS AGREEMENT, made and entered into this 5th day of April, 1938, by and between LEBANON COMMERCIAL CLUB, a corporation organized and existing under the laws of the State of Oregon, hereinafter designated as party of the first part, and CITY OF LEBANON, a municipal corporation of the State of Oregon, hereinafter designated as party of the second part,

W I T N E S S E T H:

THAT WHEREAS, for some time heretofore, T. G. Cowgill, as agent for Lebanon National Bank of Lebanon, Oregon, and Lebanon National Bank of Lebanon, Oregon, a national bank organized and existing under the laws of the United States with its principal place of business at Lebanon, Oregon, were the purchasers and owners of certain real property hereinafter described; and

WHEREAS the party of the first part purchased the title to said premises from said T. G. Cowgill and said Lebanon National Bank and paid a mortgage thereon in the sum of approximately Two Thousand and No/100 Dollars (\$2,000.00); and

WHEREAS the party of the second part desires to purchase said premises from the party of the first part, and it is agreeable to all the parties that said conveyance may be made direct from said Bank to the party of the second part,

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES HERETO:

That, for and in consideration of Seventeen Thousand and No/100 Dollars (\$17,000.00), and other good and valuable consideration, paid by the party of the second part to the party of the first part, said T. G. Cowgill, as agent for said Bank, and Annette W. Cowgill, his wife, and said Bank shall convey directly to said party of the second part the title to the following described premises, to-wit:

Beginning where the center line of Grant Street intersects the center line of Cleveland Street, in the City of Lebanon, Linn County, Oregon; and thence North to the center of the Lebanon & Santiam Canal; thence following the center line of said Canal in a Southwesterly direction to intersect the center line of Hiatt Street; thence South to intersect the center line of Grant Street; thence following the center line of Grant Street in an Easterly direction to the place of beginning, containing Three acres, more or less, situated in Lebanon, Linn County, Oregon.

That the other good and valuable consideration hereinabove mentioned is as follows:

That said real property shall be owned and held by said party of the second part, subject to the following conditions, to-wit:

That said premises shall be forever held and used by said party of the second part exclusively for municipal purposes; and in the event the party of the second part shall ever violate this restriction, the title thereto shall be forfeited by the party of the second part and the premises shall be and become the sole property of the party of the first part.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers, have hereunto set their hands and seals and the seals of said corporations in duplicate this 5th day of April, 1938.



Attest:

Paul Bittner
Secretary.

LEBANON COMMERCIAL CLUB

By P. M. Stevenson
President.

Attest:

Geo H Kaube
City Recorder.

CITY OF LEBANON

By Walter Scott
Mayor.

STATE OF OREGON)
) ss.
COUNTY OF LINN)

On this 4th day of November, 1941, before me appeared O. M. Stevenson and George Britton, to me personally known, who, each being duly sworn, did say that said O. M. Stevenson is President and said George Britton is Secretary of said Lebanon Commercial Club and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said O. M. Stevenson and George Britton each acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal this, the day and year first in this, my certificate, written.



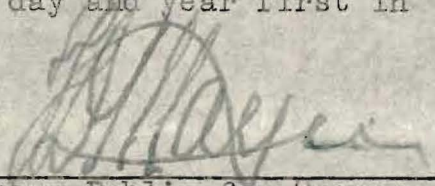
Notary Public for Oregon

My Commission Expires: November 1, 1943.

STATE OF OREGON)
) ss.
COUNTY OF LINN)

On this 4th day of November, 1941, before me appeared Walter Scott and Geo. H. Randle, to me personally known, who, each being duly sworn, did say that said Walter Scott is Mayor and said Geo. H. Randle is Recorder of said City of Lebanon, Oregon, and that the seal affixed to said instrument is the corporate seal of said municipal corporation and that said instrument was signed and sealed in behalf of said municipal corporation by authority of a resolution duly passed by its City Council and said Walter Scott and Geo. H. Randle each acknowledge said instrument to be the free act and deed of said municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal this, the day and year first in this, my certificate, written.



Notary Public for Oregon

My Commission expires: November 1, 1943.

UNRECORDED
LIBRARY

SECTION 2. In as much as the execution of said agreement has been long delayed and it is believed necessary that the City of Lebanon should formally confirm an agreement made many months ago and the City of Lebanon should without delay comply with its agreement with the Lebanon Commercial Club, under which the conveyance of said land was made to it, it is the judgment of the Council that an emergency exists and that this Ordinance is necessary for the immediate preservation of the public peace, health, and safety of the people and property of the City of Lebanon, and an emergency is hereby declared to exist and this Ordinance shall be in full force and effect from and after its passage by the Council and approval by the Mayor.

Passed by the Council and approved by the Mayor this 4th day of November, 1941.

ATTEST:

Leo H. Rankin
City Recorder.

Walter Scott
Mayor.