

Hold for
Seeds

NA

BARGAIN AND SALE DEED

CITY RECORDER INDEX NO. 1569

KNOW ALL MEN BY THESE PRESENTS, That

DAVID D. NIELSEN & RICHARD K. BROWN dba D & D PROPERTIES, hereinafter called grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto THE CITY OF NEWBERG, an Oregon Municipal Corporation, hereinafter called grantee, and unto grantee's heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Yamhill, State of Oregon, described as follows, to-wit:

Tract "A" of VALERI PARK, in the City of Newberg, Yamhill County, Oregon.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ none

~~However, the actual consideration may be stated in terms of other property or value given or promised which is the whole or part of the consideration (indicate which).~~ (The sentence between the symbols ©, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 19 day of July, 1996; if a corporate grantor, it has caused its name to be signed and its seal affixed by an officer or other person duly authorized to do so by order of its board of directors.

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 AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

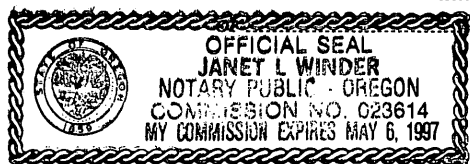
David D. Nielsen
DAVID D. NIELSEN

Richard K. Brown
RICHARD K. BROWN

STATE OF OREGON, County of Yamhill) ss.

This instrument was acknowledged before me on May July 19, 1996,
by David D. Nielsen & Richard K. Brown

This instrument was acknowledged before me on _____, 19____,
by _____
as _____



Janet L. Winder
Notary Public for Oregon
My commission expires 5/6/97

DAVID D. NIELSEN
RICHARD K. BROWN

Grantor's Name and Address

THE CITY OF NEWBERG

Grantee's Name and Address

After recording return to (Name, Address, Zip):

The City of Newberg
414 E. First St.
Newberg, OR 97132

Until requested otherwise send all tax statements to (Name, Address, Zip):

Same as above

Recorded in Yamhill County, Oregon
CHARLES STERN, COUNTY CLERK

35.00

199612139 10:01am 07/25/96

001 033534 09 05 000200

1 0 D08 1 5.00 10.00 20.00 0.00 0.00 0.00

ment/microfilm/reception No. _____,
Record of Deeds of said County.

Witness my hand and seal of
County affixed.

NAME

TITLE

By Deputy

NORTHWEST TITLE COMPANY

LAND SALE AGREEMENT

This Agreement is made and entered into this 23rd day of July, 1996, by and between the following parties:

CITY OF NEWBERG,
an Oregon Municipal Corporation
414 E. First Street
Newberg, Oregon 97132

Carl Liggett
109 E. Columbia Drive
Newberg, Oregon 97132

"Seller"

"Purchaser"

RECITALS:

1. The Seller and Purchaser are desirous of transferring property to Purchaser, more commonly known as Tract "A", Valeri Park Subdivision.
2. Valeri Park Subdivision was developed by David Neilsen and Richard K. Brown, dba D & D Properties. During that development, the City of Newberg requested that the Developer install additional sewer and water laterals for connection to properties during future development. The City paid the Developer for this work. The Developer agreed to deed to the City of Newberg, the property known as Tract "A" in order for the City to recover the costs for the sewer and water connections. The Developer has deeded the property to the City of Newberg.
3. The City of Newberg advertised the subject property for sale after holding public meetings pursuant to the Oregon Revised Statutes (ORS). The minimum bid included costs for street improvements. The City had agreed to attempt to reimburse the Developer for the costs of the half-street improvement adjacent to Tract "A". No bids were received.
4. The City Council authorized the City Manager to negotiate with the Purchaser for the sale of the property.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions contained therein, it is hereby agreed as follows:

1. **Purchase Price.** The Seller agrees to sell and the Purchaser agrees to purchase for the price of \$5,616.00 the following described real property:

The property is a parcel of land within Valeri Park Subdivision known only as Tract "A". A tax lot identification number is not available. The parcel lies between Crestview Drive and Tax Lot No. 3218AB-401 owned by Carl Liggett. The subject parcel is currently owned by the City of Newberg. The property is currently zoned R-1 (low density residential). The property is approximately 3355 sq. ft. (more or less). The property does have potential residential use.

2. **Transfer of Property.** Seller hereby deeds the property to the Purchaser pursuant to the Deed which is attached and hereby incorporated.
3. **Time is of the Essence.** Time is of the essence and the closing of this transaction evidenced by this Agreement shall be as soon as reasonably possible.
4. **Binding Effect.** This Agreement shall bind not only the parties hereto, but also their heirs, personal representatives, legal representatives, successors and to the extent allowed by the terms hereof, assigns.

5. **Construction.**

(a) The paragraph headings in this Agreement are for convenience only and shall not in any way limit or be deemed to construe, interpret or be part of the terms hereof.

(b) This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon.

6. **Attorney's Fees.** In the event suit or action is brought regarding any matter or claim arising out of the subject matter of this Agreement, including, but not limited to, rescission of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs to be set by the Court in said suit or action including such fees and costs on appeal therefrom.

7. **Real Property Taxes.** Seller is an Oregon municipal corporation which is tax exempt. Upon transfer, there are no real property taxes owing. Seller further obligates itself to be responsible for any real property taxes that may be owing prior to Purchaser receiving possession of property or at the time of transfer

8. **Severability.** If any provision hereof, including, without limitation, any provision relating to noncompetition, shall be deemed by a court of competent jurisdiction to be legally invalid or unenforceable, the validity of the remaining provision of this Agreement shall not be affected thereby and such provision shall be deemed modified to the minimum extent necessary to make such provision consistent with the applicable law; and, in its modified form, such provision shall then be enforceable and enforced.

9. **Complete Agreement.** This document is the entire, final and complete agreement of the parties pertaining to the subject matter hereof and supersedes and replaces all written and all agreements heretofore made or existing by and between the parties or their representatives regarding such subject matter. This document may not be modified orally, but only by a subsequent writing signed by the party to be charged.

10. **Further Actions.** Each of the parties hereto shall execute such documents and take such actions as may be reasonably requested by the other party to carry out the provisions and purposes of this Agreement.

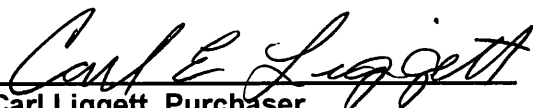
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

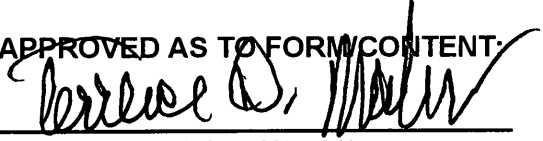
CITY OF NEWBERG,
an Oregon Municipal Corporation



Duane R. Cole, City Manager



Carl Liggett, Purchaser

APPROVED AS TO FORM/CONTENT:


Terrence D. Mahr, City Attorney

interoffice

MEMORANDUM

to: Duane Cole
cc: Kathy Tri
from: Terrence D. Mahr
re: Valeri Park - Our File No. 30008-01415
date: July 29, 1996

Attached is the settlement statement along with the City's check in the amount of \$3,567. The recorded deeds will be returned to this office upon their recording.

Please deposit the funds into the appropriate account. Please let me know if you have any questions or concerns.

Upon receipt of the recorded documents, it will conclude the transfer of the property to Mr. Liggett.

F:\LEGAL\WP5FILES\COMMDEV\VALERI.DRC

*When original deeds come
in - hold until I return
on 8/5/96*

TD

from the desk of...

Terrence D. Mahr
City Attorney
City of Newberg
414 E. First Street
Newberg, OR 97132

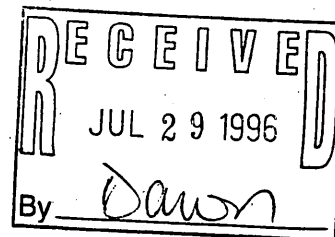
(503) 537-1248
Fax: (503) 537-1277

McMinnville Office
P.O. Box 1239
445 Third Street
McMinnville, OR 97128
(503) 472-4627
(503) 538-8354
FAX (503) 434-4432

Northwest Title Company

Newberg Office
P.O. Box 746
601 E. Hancock
Newberg, OR 97132
(503) 538-7361
FAX (503) 538-0723

July 26, 1996



CITY OF NEWBERG
Mr. Terry Mahr
414 E. First St.
Newberg, OR 97132

Re: Escrow No. 19382 CITY OF NEWBERG/LIGGETT
Property: Tract "A" of VALERIE PARK, Newberg, Oregon

Dear Mr. Mahr:

In connection with the above numbered escrow, enclosed are the following documents:

- 1) Escrow Statement
- 2) Our check No. 31991 in the amount of \$3,567.00

Any other documents to which you are entitled will be forwarded to you as soon as they are available.

Thank you for the opportunity to be of service to you. I hope this transaction has been handled to your satisfaction. Please let us know if we can help you in the future.

Sincerely,

NORTHWEST TITLE COMPANY

A handwritten signature in cursive script, appearing to read "Jan Winder".

Jan Winder, CSEO
Senior Escrow Officer
(503) 538-7361

Encl.
/jw

SELLER'S CLOSING STATEMENT

*** FINAL ***

GF#: 96-19382

Prepared for:
CITY OF NEWBERG

Prepared by:
Northwest Title Company

Property:
Tract "A" of VALERIE PARK
Newberg, Oregon

414 E. First St.
Newberg, OR 97132

601 East Hancock
Newberg, OR 97132

Buyer : CARL LIGGETT

Closing date (MO/DY/YR) : 07/24/96

Closer : JANET L. WINDER

	DEBITS	CREDITS
Contract Sales Price		5,616.00
Settlement fee to NORTHWEST TITLE COMPANY	100.00	
Recording fees	70.00	
Funds paid to NIELSEN-BROWN	1,879.00	
Funds to seller	3,567.00	
	<u>\$5,616.00</u>	<u>\$5,616.00</u>

Approved: *** FINAL ***

CITY OF NEWBERG

Jan Winder ^{SG} 7/26/96
Closing officer or Broker

NORTHWEST TITLE COMPANY

ESCROW ACCOUNT
601 E. HANCOCK (503) 538-7361
NEWBERG, OR 97132

FIRST INTERSTATE BANK
OF OREGON, N.A.
NEWBERG BRANCH
NEWBERG, OR 97132
24-12-1230

31991

PAY Three Thousand Five Hundred Sixty-Seven & NO/100 Dollars

**TO THE
ORDER OF**

DATE July 26, 1996 **AMOUNT** \$*****3,567.00

CITY OF NEWBERG

Our File # = 96-19382

NORTHWEST TITLE COMPANY
ESCROW ACCOUNT

[Signature]
[Signature]

⑈031991⑈ - ⑈123000123⑈074 002365 5⑈

NORTHWEST TITLE COMPANY**31991**

Our File # 96-19382 Closer : JLW Bank : FIB

Legal Description:

Seller = CITY OF NEWBERG

Buyer = CARL LIGGETT

Tract "A" of VALERIE PARK
Newberg, Oregon

Comments : Proceeds of Sale

Street Address:

CK Number= 31991 Amount= \$*****3,567.00

SELLER'S CLOSING STATEMENT

GF#: 96-19382

Prepared for:
CITY OF NEWBERG

Prepared by:
Northwest Title Company

Property:
Tract "A" of VALERIE PARK
Newberg, Oregon

414 E. First St.
Newberg, OR 97132

601 East Hancock
Newberg, OR 97132

Buyer : CARL LIGGETT

Closing date (MO/DY/YR) : 07/24/96

Closer : JANET L. WINDER

	DEBITS	CREDITS
Contract Sales Price		5,616.00
Settlement fee to NORTHWEST TITLE COMPANY	100.00	
Recording fees	70.00	
Funds paid to NIELSEN-BROWN	1,818.00	
Funds to seller	3,628.00	
	\$5,616.00	\$5,616.00

Approved:

CITY OF NEWBERG


Closing officer or Broker

Northwest Title Company

RECEIVED
5/30/96

ORDER NO. 62928

CUSTOMER NO.

DATE ORDERED 5-21-96

SELLER Neilsen & Brown
(City of Newberg)
PURCHASER Liggett

PROPERTY DESCRIPTION

[illegible]

Thank You

McMinnville Office
P.O. Box 1239
445 Third Street
McMinnville, OR 97128
(503) 472-4627
(503) 538-8354
FAX (503) 434-4432

Northwest Title Company

Newberg Office
P.O. Box 736
601 E. Hancock
Newberg, OR 97132
(503) 538-7361
FAX (503) 538-0723

May 23, 1996

Order No. 62928
Brown & Neilsen/Liggett

PRELIMINARY TITLE REPORT

City of Newberg
414 East First Street
Newberg, Oregon 97132

ATTN: Terry Mahr

Ladies and Gentlemen:

We are prepared to issue an Owner's Title Insurance Policy in the amount of \$5,616.00, covering:

Tract "A", of VALERI PARK, in the City of Newberg, Yamhill County, Oregon.

as of May 17, 1996, at 8:00 A.M., vested in:

DAVID D. NEILSEN and RICHARD K. BROWN
Doing Business as D & D PROPERTIES;

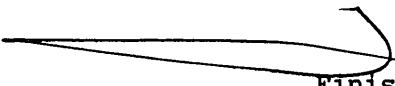
Subject to the usual printed exceptions, and

1. Rights of the public in and to any portion of the herein described premises lying within the boundaries of roads or highways.
2. Five foot utility easement, as delineated on Plat. (Affects the Northerly 5 feet).
3. Mineral Rights as reserved in deed recorded November 22, 1988 in Film Volume 227, Page 2064, Deed and Mortgage Records.
4. A conveyance to the City of Newberg as set out as a note on the recorded plat.

NOTE: We find no taxes being assessed on this property.

NOTE: We find no judgments against Carl Liggett.

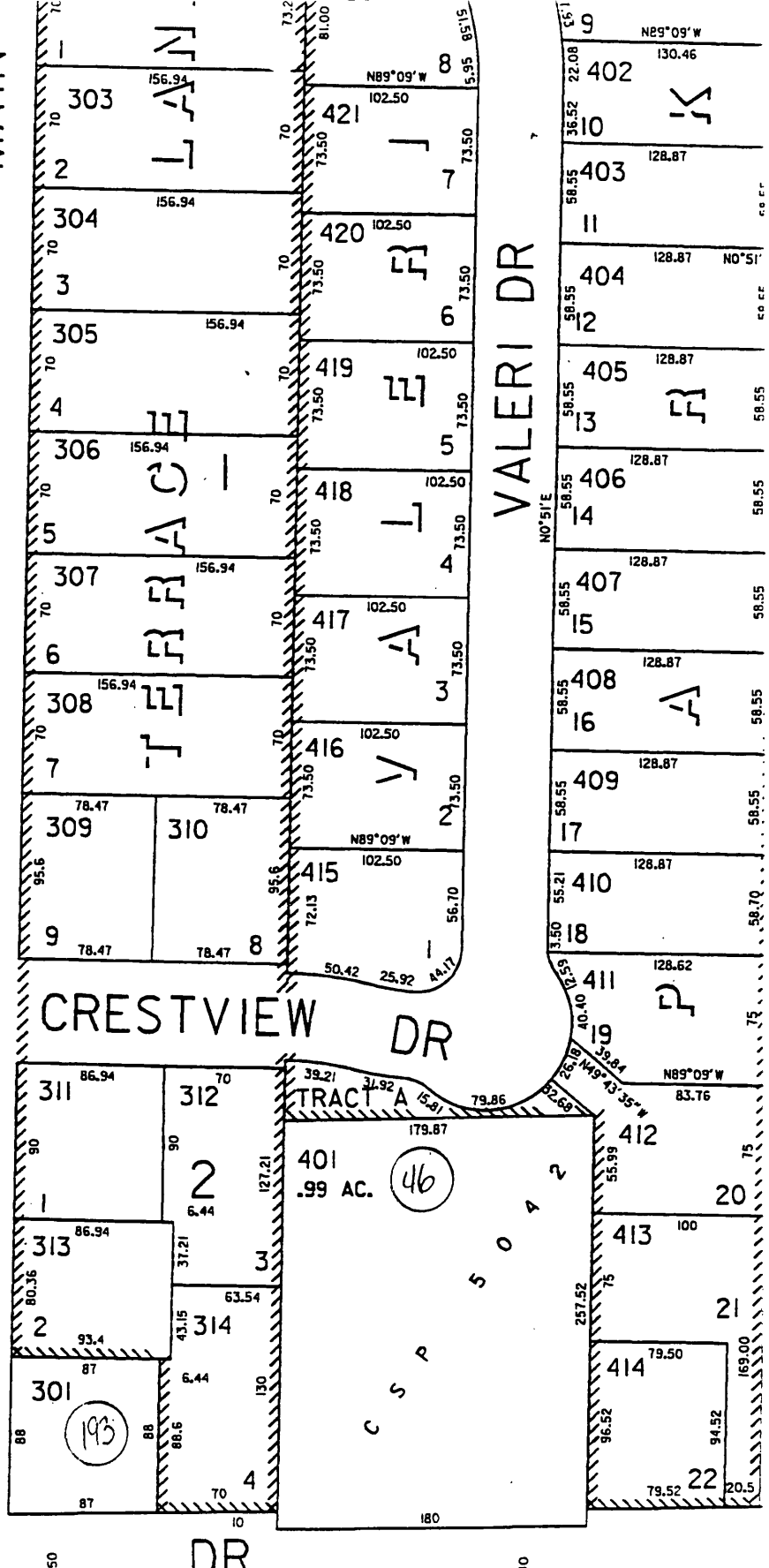
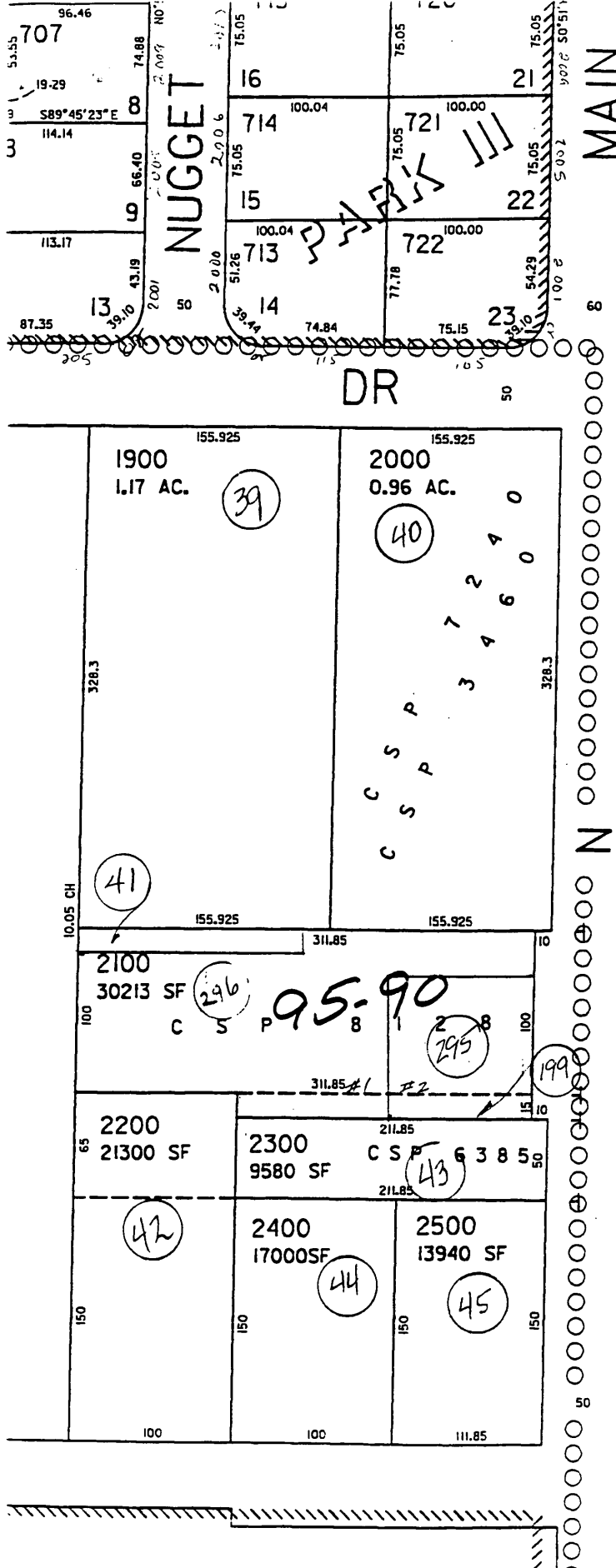
NORTHWEST TITLE COMPANY


Finis D. Carter
(503) 472-4627

FDC/db

cc: Carl Liggett

ProWest Properties, Attn: Mike Herring



SEE MAP 3 2 18AC

This sketch is furnished to help you locate the property. It is not a survey and the company assumes no liability for errors.

Northwest Title Company.
472-4627 538-7381



RESOLUTION NO. 96-1964

RESOLUTION PROVIDING FOR THE SALE OF SURPLUS REAL PROPERTY OWNED BY THE CITY OF NEWBERG, FORMALLY KNOWN AS TRACT "A", VALERI PARK SUBDIVISION, NEWBERG, OREGON, TO THE ADJACENT PROPERTY OWNER CARL LIGGETT.

RECITALS:

1. The above referenced property (Tract "A") was acquired by the City of Newberg on or about March 21, 1994. The parcel was created as a result of the development of the Valeri Park Subdivision. The property is more legally described as follows:

The property is a parcel of land within Valeri Park Subdivision known only as Tract "A". A tax lot identification number is not available. The parcel lies between Crestview Drive and Tax Lot No. 3218AB-401 owned by Carl Liggett. The subject parcel is currently owned by the City of Newberg. The property is currently zoned R-1 (low density residential). The property is approximately 3355 sq. ft. (more or less). The property does have potential residential use.

2. ORS 221.725 governs the sale of surplus City properties. ORS 2221.725 authorizes the City to sell surplus City properties upon the finding that such a sale is in the public interest.
3. On February 20, 1996, the City Council declared the property known as Tract "A" Valeri Park Subdivision, as surplus to City needs.
4. On March 18, 1996, the City Council adopted Resolution No. 96-1960 providing for the notice, procedure, terms, minimum bid and other matters concerning the sale of the property.
5. Resolution No. 96-1960 provided that the City Manager be authorized to enter into negotiations with the adjacent property owner.
6. On April 17, 1996, the public oral auction was held at the Newberg Public Library at 10:00 a.m. Mike Herring (realtor), Carl Liggett (adjacent property owner) and Gary Beery (interested party) were in attendance. The notice of sale was read and the request for bids was made. There were none.
7. On April 17, 1996, Mike Herring and Carl Liggett submitted a letter of intent confirming the purchase of the property by Mr. Liggett in the amount of \$4,474.00.
8. The City Manager entered into negotiations with Mr. Liggett and Mr. Herring and arrived at a sale price of \$5,616.00 which represent the following amounts. Mr. Liggett has agreed to the sale price of \$5,616.00:

Sales Procedure Costs	\$1,142.00
Sewer and Water Connection	2,595.00
Lane Value	<u>1,879.00</u>
Total	\$5,616.00

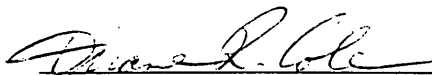
9. The offer of \$5,616.00 covers the City's expenses incurred on this property.

10. The City shall execute a Bargain and Sale Deed in the form attached to be used in effectuating the transfer.

NOW, THEREFORE, it is resolved by the Newberg City Council as follows:

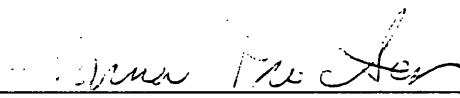
1. The City Manager is hereby authorized and directed to sign the appropriate Deed transferring the property known as Tract "A", Valeri Park Subdivision, Newberg, Oregon, for the purchase price of \$5,616.00.
2. The City Attorney is directed to prepare the appropriate escrow instructions and Deed to effectuate the transfer of the property. The City Attorney shall further approve said documents as to form and content.

ADOPTED by the Newberg City Council this 20th day of May, 1996.



Duane R. Cole, City Recorder

ATTEST by the Mayor this 20 day of May, 1996.



Donna Proctor, Mayor

