

CITY OF NEWBERG
AGREEMENT TO ABATE NUISANCE
WITH PROPERTY OWNERS

CITY OF NEWBERG
RECORDER INDEX NO. 1831

THIS AGREEMENT is entered into this 25th day of April, 2001, by and between the City of Newberg, a municipal corporation of the State of Oregon, hereinafter called **City**, and

Don and Janice Leard
PO Box 722
Lafayette, OR 97127 (503) 864-2675

hereinafter called **Owners**.

RECITALS:

1. Don and Janice Leard are the **Owners** of the property located at 1110 East Ninth Street, Newberg, Oregon 97132 (Tax Lot No. 3220CC-1000).
2. A house and garage structure that were previously owned by George Fox University (GFU) have been moved onto that property and still sits on the beams and ironworks that were used to move the buildings.
3. Don and Janice Leard as **Owners** of the property do not own the building and were not responsible for moving the buildings onto the property.
4. The **City** has declared the building and the garage structure on the property as an attractive nuisance in violation of **City** Ordinance No. 98-2496. This declaration was done by the authority of the Building Official of the City of Newberg.
5. In accordance with **City** Ordinance for abating nuisances, the **City** would have the authority to enter onto the property, abate the nuisance, and collect payment for all costs including 15% administrative fee and any court costs could become a lien on the property.
6. In order to avoid additional costs, and without admitting any responsibility for creating a nuisance or ownership of the buildings, the **Owners** wish to enter into an Agreement with the **City** to allow the **City** to abate the nuisance and to pay costs that could possibly become a lien on their property.

NOW, THEREFORE, in consideration of mutual promises, covenants and agreements of the parties, it is agreed as follows.

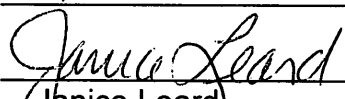
1. The **Owners** consent to the **City** entering upon the property and doing all necessary acts upon that property to abate the nuisance.
2. The property is the property located at 1110 East Ninth Street, Newberg, Oregon 97132 (Tax Lot No. 3220CC-1000).
3. The **Owners** assert that they are the sole **Owners** of such property.

4. The **City** shall do all necessary acts and assume all liability in the process of removing the nuisance from the property including the house and garage structure. The property shall be left in reasonable condition ("as is") upon removal of the nuisance.
5. The **Owners** shall pay to the **City** the cost of removing the nuisance in an amount not-to-exceed \$3,000.00.
6. The **City** shall notify the **Owners** when the nuisance is abated and the **Owners** shall pay such cost to the **City** within 30-days of notice. Further, if such cost is not paid, then it shall act as a lien upon the property.
7. The **Owners** have deposited with their attorney, Allyn E. Brown, the sum of \$3,000.00 which Mr. Brown has authorized to release to the **City** upon proper documentation of the cost.
8. The **Owners** shall not withhold their consent or direct their attorney not to release the money upon reasonable presentation of documents.

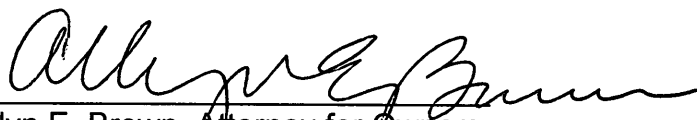
IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above mentioned.

OWNERS

By: 
Name: Don Leard
Title: Owner
Date: 4-23-01

By: 
Name: Janice Leard
Title: Owner
Date: 4-23-01

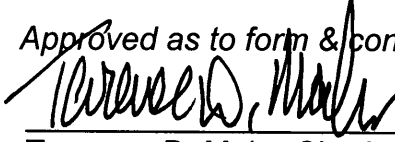
Approved as to form & content:

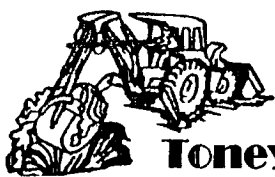

Allyn E. Brown, Attorney for Owners

CITY OF NEWBERG

By: 
Name: Duane R. Cole
Title: City Manager
Date: 4-25-2001

Approved as to form & content:

 4/24/01
Terrence D. Mahr, City Attorney



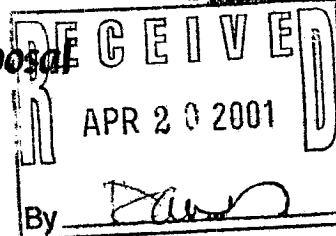
Toney Excavation & Building

Backhoe • Dumptruck • Dozer • Trackhoe
(503) 864-4838

Harry Toney
CCB# 63104

11130 Oak Drive
Dayton, OR 97114

Proposal



Proposal No.

Sheet No.

Date

4-4-01

Work To Be Performed At

Name City of Newberg

Street (Terry Marr)

City (Terry Marr)

State OR

Telephone Number 503-538-9421

Street 9th St

City Newberg State OR

Date of Plans

Architect

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of

Demo Old Duplex building lead-out and
haul OFF Site Debris. Leaving on site
House Movers Steel beams and brace wood
and Backfill and grade lot. Includes Demo Permit

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of Two Thousand Fifty Dollars Dollars (\$ 2,050⁰⁰).

with payments to be made as follows:

When Job Complete and approved by City Inspector

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by Toney Excavation & Building

Respectfully submitted

Harry Toney

Per

Owner

Note — This proposal may be withdrawn by us if not accepted within _____ days

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted

City of Newberg
4/24/01

Signature

Terry Marr
City Attorney

Signature

Casey R. Cole
City Manager