

RESOLUTION NO. 4480

A RESOLUTION AUTHORIZING THE PURCHASE OF PROPERTY FROM HAROLD W. AND DONA L. BATES.

WHEREAS, Harold W. and Dona L. Bates, own certain real property in the City of Albany, Linn County, Oregon, which is suitable for use as an expansion of Timber Linn Park; and

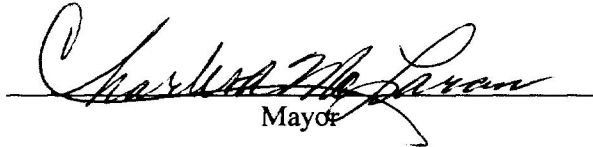
WHEREAS, the City of Albany has determined this property is integral to the development of Timber Linn Park; and

WHEREAS, Harold W. and Dona L. Bates, have agreed to sell this property to the City of Albany for \$76,524; and

WHEREAS, the City has agreed to pay the purchase price and to complete the terms specified in the agreement.

NOW, THEREFORE, BE IT RESOLVED that the Albany City Council hereby authorizes the purchase of title to the real property identified as the Bates Property.

DATED THIS 22ND DAY OF AUGUST 2001.

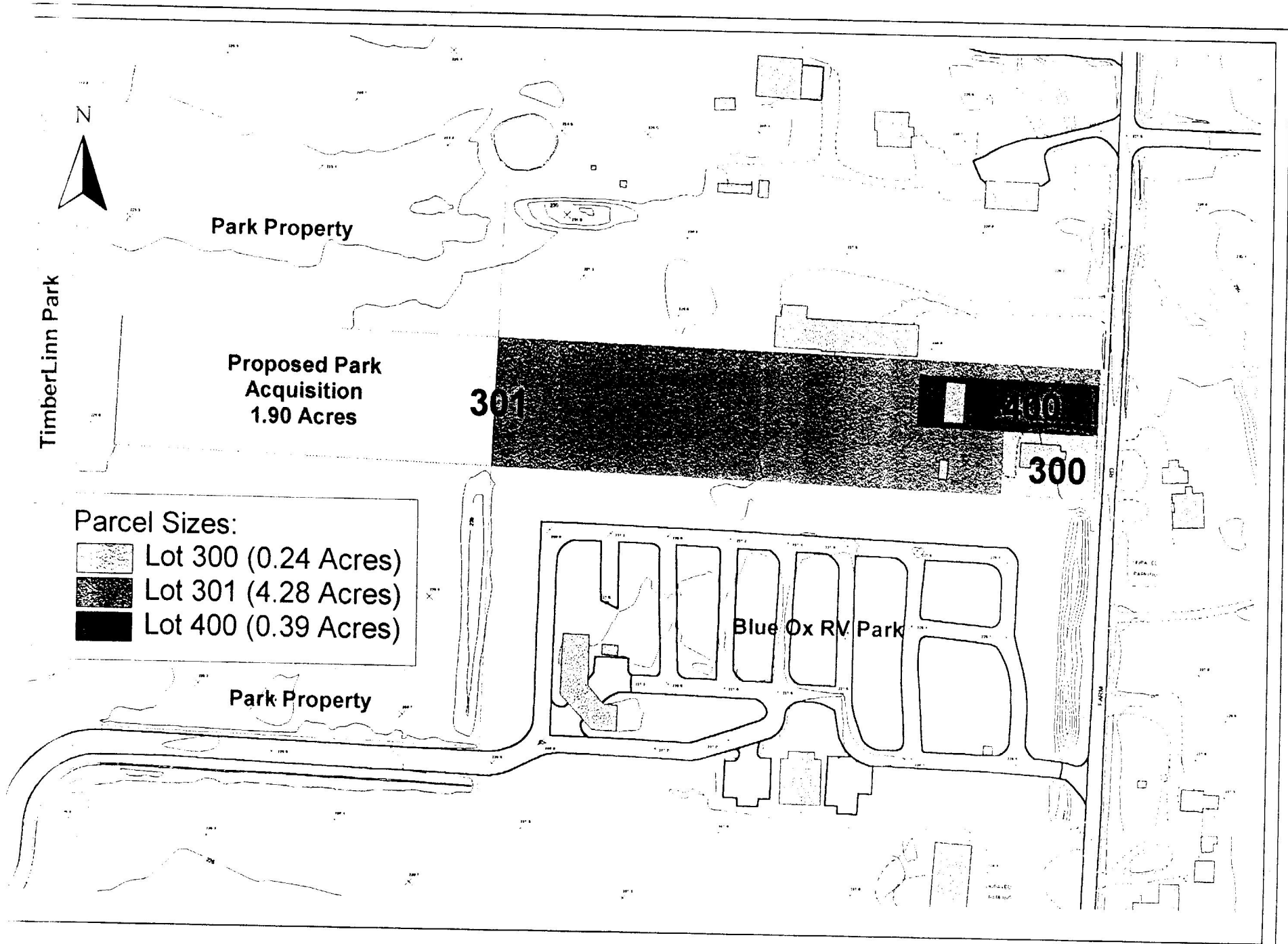


Mayor

ATTEST:



City Recorder



Parcels: 11S03W09A 300, 301, and 400

All of Albany's structure records, drawings, and other documents have been gathered over the decades using differing standards for quality control, documentation, and verification. All information provided represents the current information we have in a readily available format. While the information we provide is generally believed to be accurate, occasionally the information proves to be incorrect and we do not warrant its accuracy. Prior to making any property purchase or other decisions based in full or in part, upon the information provided, we specifically advise that you may wish to verify the information contained within our records.



OWNER'S SALE AGREEMENT AND EARNEST MONEY RECEIPT

Albany, Oregon April 24, 2000

RECEIVED OF City of Albany, Oregon, a municipality

hereinafter called purchaser, \$ 1,000.00, as earnest money and in part payment for the following described real estate situated in the City of Albany, County of Linn, State of Oregon, described as follows, to-wit:

A portion of Map 11S-03W-09A, Tax Lot 301
Approximately 166.67' x 500' = 83,335 sq' = 1.913 acres
Cost per acre is \$40,000
Exact acreage will be determined by a survey to be provided by seller.

which we have this day sold to the purchaser for the sum of \$40,000 @ acre x 1.913 acres (approximately) Dollars \$76,524 approx on the following terms, to-wit: The earnest money hereinabove receipted for \$ 1,000.00; upon acceptance of title and delivery of deed or delivery of contract \$ 75,524 approx balance of Dollars \$75,524 approx payable as follows:

Balance due at closing.
Payable by check.

If this transaction includes dwelling units, buyer and seller certify that a working smoke detector shall be installed in each unit according to applicable law, prior to closing. (Delete if inapplicable.) n/a

A title insurance policy from a reliable company insuring marketable title in the seller in an amount equal to said purchase price is to be furnished purchaser in due course at ~~seller's~~ expense; preliminary to closing, seller may furnish a title insurance company's title report showing its willingness to issue title insurance, and such report shall be conclusive evidence as to status of seller's record title.

It is agreed that if the title to the said premises is not marketable, or cannot be made so within thirty days after a written notice of defects is delivered to seller, the earnest money herein receipted for shall be refunded. But if the title to the said premises is marketable, and the purchaser neglects or refuses to comply with any of the conditions of this sale within 60 days and to make payments promptly, as hereinabove set forth, then the earnest money herein receipted for shall be forfeited to the seller as liquidated damages, and this contract shall thereupon be of no further binding effect.

Buyer requests Warranty Deed.
The property is to be conveyed by good and sufficient deed free and clear of all liens and encumbrances except zoning ordinances, building restrictions, ~~taxes and payable for the contract~~ reservations in federal patents and state deeds, easements of record and

All irrigation, ventilating, cooling, plumbing and heating fixtures and equipment (including stoker and oil tanks but excluding fire place fixtures and equipment), water heaters, electric light and bathroom fixtures, light bulbs and fluorescent lamps, venetian blinds, wall-to-wall carpeting, awnings, window and door screens, storm doors and windows, attached floor coverings, attached television antenna, all plants, shrubs and trees and all fixtures except n/a are to be left upon the premises as part of the property purchased.

The following personal property is also included as part of the property sold for said price: n/a

Seller is responsible for current and past year taxes. Rents, interest, premiums for existing insurance, and other matters shall be pro rated on a calendar year basis. Purchaser agrees to pay for fuel on hand including oil in tank, if any, and, at closing, shall reimburse seller for sums, if any, held in any reserve account relating to any encumbrances on said property. Adjustments are to be made as of the date of the consummation of the sale herein or delivery of possession, which ever first occurs.

Possession of said premises is to be delivered to purchaser on or before June 22, 2001. Time is of the essence hereof. This contract is binding upon the heirs, executors, administrators, successors and assigns of the purchaser and seller. However, the purchaser's rights herein are not assignable without written consent of seller. In any suit or action brought on this contract, the losing party agrees to pay the prevailing party's reasonable attorney's fees to be fixed by the trial court, and on appeal the prevailing party's reasonable attorney's fees to be fixed by the appellate court.

Seller may be required to provide purchaser with an "as is" disclaimer or a property disclosure statement. (Chapter 547. Oregon Laws 1993.)

Further conditions: Survey to be provided & recorded by seller at his expense. Buyer will partition at his expense. Escrow to be established w/ 1st Am. Title of Albany. Buyer will pay title report and insurance. Seller will pay escrow costs.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS, WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND WHICH LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. 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 EXISTENCE OF FIRE PROTECTION FOR STRUCTURES.

Harold W. Bates & Dona L. Bates
Harold W. Bates & Dona L. Bates Owners

38033 Weirich Dr, Lebanon OR 97355

I hereby agree to purchase the above property and to pay the price of \$40,000 per acre approximately 1.913 acres @ \$40,000 approximately (\$76,524.00) Dollars as specified above.

Address City of Albany 333 Broadalbin SW Albany, OR 97321 Purchaser Ken Thompson Ken Thompson, City Recorder For the City of Albany, a municipality Phone (541) 917-7769 Dave Clark (Parks Dir) (541) 917-7521 Ken Thompson (City Recorder)