

RESOLUTION NO. 4481

A RESOLUTION AUTHORIZING THE PURCHASE OF PROPERTY KNOWN AS THE BUHL PROPERTY FROM KAREN L. BUHL.

WHEREAS, Karen L. Buhl, owns certain real property in the City of Albany, Linn County, Oregon, which is suitable for use as an expansion of Timber Linn Park; and

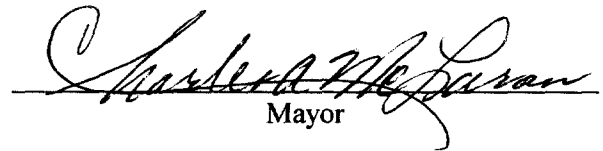
WHEREAS, the City of Albany has determined this property is integral to the development of Timber Linn Park; and

WHEREAS, Karen L. Buhl, has agreed to sell this property to the City of Albany for \$100,000; 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 property identified as the Buhl Property.

DATED THIS 22ND DAY OF AUGUST 2001.


Mayor

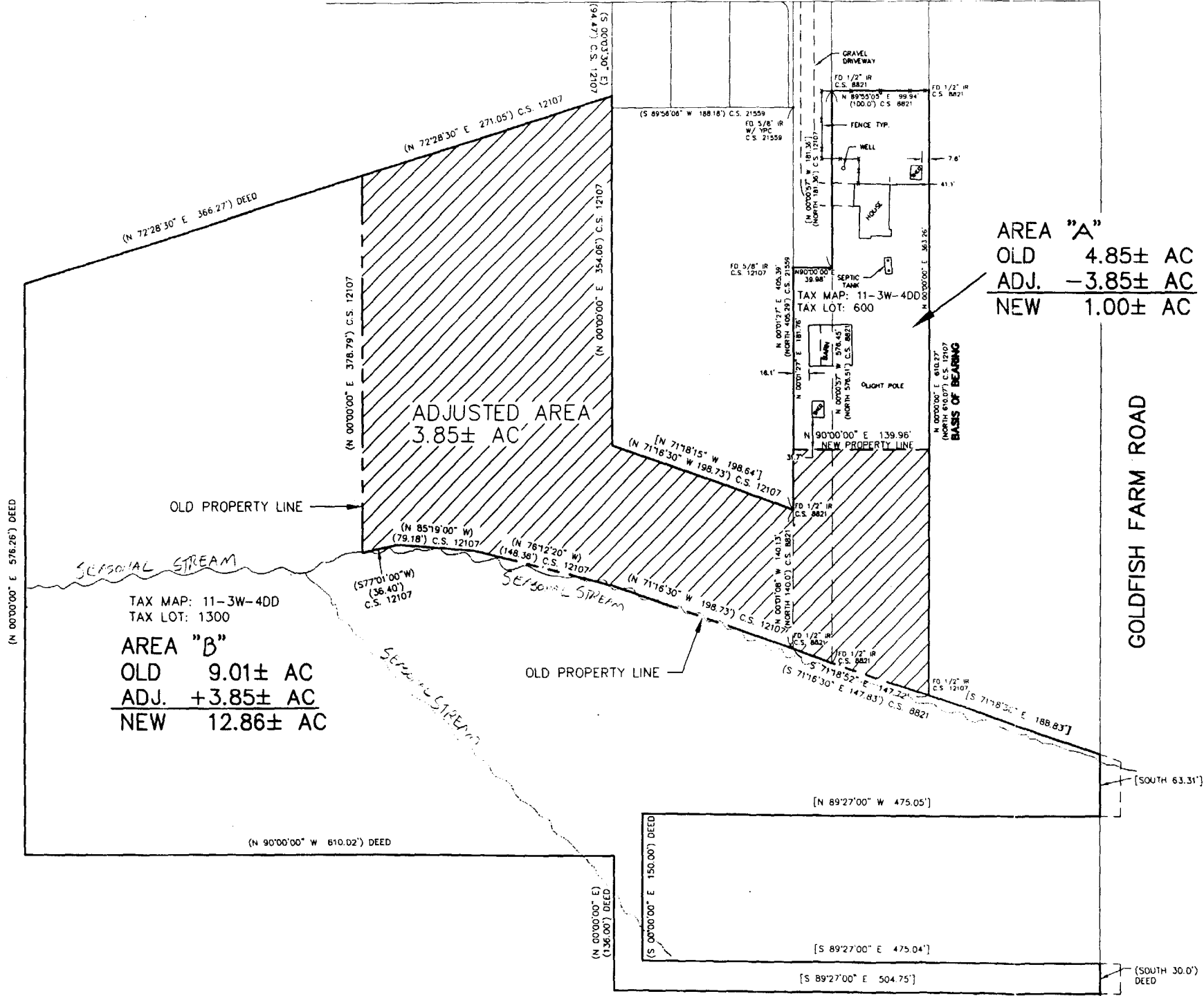
ATTEST:



City Recorder

DOGWOOD AVENUE

(60) C.S. 8821



AREA "A"	
OLD	4.85± AC
ADJ.	-3.85± AC
NEW	1.00± AC

AREA "B"	
OLD	9.01± AC
ADJ.	+3.85± AC
NEW	12.86± AC

ADJUSTED AREA
3.85± AC

OLD PROPERTY LINE

OLD PROPERTY LINE

SEASONAL STREAM

SEASONAL STREAM

SEASONAL STREAM

GRAVEL DRIVEWAY

FD 1/2" IR

C.S. 8821

N 89°54'00" E 99.94'

(100.0') C.S. 8821

FENCE TYP.

WELL

HOUSE

SEPTIC TANK

LIGHT POLE

NEW PROPERTY LINE

N 90°00'00" E 139.96'

(NORTH 576.91') C.S. 8821

N 00°00'00" E 410.27'

(NORTH 610.07') C.S. 12107

BASES OF BEARING

N 00°00'00" E 410.27'

(NORTH 610.07') C.S. 12107

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GOLDFISH FARM ROAD

8')

(N 72°28'30" E 366.27') DEED

(N 00°00'00" E 576.26') DEED

TAX MAP: 11-3W-4DD
TAX LOT: 1300

(N 90°00'00" W 610.02') DEED

(N 00°00'00" E 136.00') DEED

(S 00°00'00" E 150.00') DEED

(N 89°27'00" W 475.05')

(S 89°27'00" E 475.04')

(S 89°27'00" E 504.75')

(SOUTH 63.31')

(SOUTH 30.0') DEED

**SALE AGREEMENT AND
RECEIPT FOR EARNEST MONEY**

DATED: May 21, 2001

PARTIES: KAREN L. BUHL

"Seller"

CITY OF ALBANY, a municipal corporation

"Buyer"

This Sale Agreement and Receipt for Earnest Money has been prepared by the law firm of LONG, DELAPOER, HEALY, McCANN & NOONAN, P.C., Attorneys at Law, at the specific request of the Buyer, City of Albany. Any and all legal advice or representations from the said law firm have been made and rendered on behalf of the Buyer only. Further, JAMES V. B. DELAPOER, Attorney at Law, hereby advises and informs the Seller that she may and should obtain her own legal representation with regard to this transaction.

SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

THIS AGREEMENT is made and entered into this _____ day of May, 2001, by and between **KAREN L. BUHL**, hereinafter referred to as "Seller" and **THE CITY OF ALBANY**, a municipal corporation, hereinafter referred to as "Buyer."

RECITAL:

Seller desires to sell to Buyer and Buyer desires to purchase from Seller certain unimproved real property which is currently a part of that property commonly known as 429 Douglas Street, SE, Albany, Oregon.

AGREEMENT:

Now, therefore, for valuable consideration, the parties agree as follows:

1. Sale and Purchase. Buyer agrees to purchase the Property from Seller and Seller agrees to sell the Property to Buyer for the sum of One Hundred Thousand Dollars (\$100,000) (the "Purchase Price").
2. Earnest Money. Seller hereby acknowledges receipt of the sum of \$1,000.00 paid by Buyer as earnest money. The earnest money shall be applied to the Purchase Price on the Closing Date, as that term is defined below.
3. The Property Being Purchased. Seller presently owns a parcel of Property in Linn County which has the property identification number of 11S03W04DD00600 which consists of approximately 4.5 acres, the northeast portion of which contains a house, barn, and related outbuildings and appurtenances. The Property is further identified by reference to the map attached hereto as Exhibit 1, and by this reference incorporated herein. The Property being purchased is all of Tax Lot 600, save and except for that portion on which the house and barn are located. The precise boundary line shall be determined by survey and the dividing point shall be a line which extends generally east and west, parallel to and 20 feet south of the south wall of the barn. It is the expectation of the parties that the total acreage being purchased will be approximately 3.7 acres.
4. Survey. The parties agree that the Property shall be surveyed by a surveyor selected by the Buyer. The survey shall show the point of division as described above and shall determine the total acreage being purchased pursuant to this Agreement.
5. Closing. Closing shall take place on or before August 30, 2001 (the "Closing Date"), at the offices of First American Title Company, 2405 14th Avenue SE, Albany, Oregon. Each party shall pay one-half of the escrow fees, closing costs, and any transfer or documentary stamp taxes. Surveying and land use approval application fees shall be borne equally by the parties and Seller shall pay her portion thereof at closing, or upon demand of Seller should the sale be canceled as a result of the failure of one of the contingencies set forth herein.

6. Preliminary Title Report. Within twenty (20) days after full execution of this Agreement, Seller shall furnish to Buyer a preliminary title report showing the condition of title to the Property, together with copies of all exceptions listed therein (the "Title Report"). Buyer will have thirty (30) days from receipt of the Title Report to review the Title Report and to notify Seller, in writing, of Buyer's disapproval of any exceptions shown in the Title Report. Those exceptions not objected to by Buyer are referred to below as the "Permitted Exceptions." Zoning ordinances, building restrictions, taxes due and payable for the current tax year, and reservations in federal patents and state deeds shall be deemed Permitted Exceptions. If Buyer notifies Seller of disapproval of any exceptions, Seller shall have fifteen (15) days after receiving the disapproval notice to either remove the exceptions or provide Buyer with reasonable assurances of the manner in which the exceptions will be removed before the transaction closes. If Seller does not remove the exceptions or provide Buyer with such assurances, Buyer may terminate this Agreement by written notice to Seller given within 15 days after expiration of such 15-day period, in which event the earnest money shall be refunded to Buyer and this Agreement shall be null and void.

7. Conditions.

7.1. Buyer's obligations to purchase the Property is contingent on satisfaction of each of the following conditions:

7.1.1. Approval by Linn County of all land use and development permits which are necessary to lawfully accomplish the severance of the property being purchased from the lot presently owned by Seller. Such permits are likely to include partitioning, lot line adjustment, variance, easement recognition, and on-site sewage disposal system review. This list is not exclusive and should other reviews or approvals be required by any unit of government, the satisfaction of such conditions and the obtaining of such approvals shall be additional conditions to this sale.

7.1.2. The City Council of the City of Albany, in the exercise of complete discretion, must authorize this purchase within thirty (30) days of the date of this Agreement.

8. Deed. On the Closing Date, Seller shall execute and deliver to Buyer a statutory warranty deed, conveying the Property to Buyer, free and clear of all liens and encumbrances except the Permitted Exceptions.

9. Title Insurance. Within fifteen (15) days after closing, Seller shall furnish to Buyer with an ALTA owner's policy of title insurance in the amount of the Purchase Price, standard form, insuring Buyer as the owner of the Property subject only to the usual printed exceptions and the Permitted Exceptions.

10. Taxes; Prorates. Real property taxes for the current tax year shall be prorated as of the Closing Date. If the Property has been taxed at a farm deferral rate such that a tax liability shall be assessed upon transfer of the Property to Buyer, Seller shall be obligated to pay these additional taxes at Closing.

11. Possession. Buyer shall be entitled to possession immediately upon closing.

12. Seller's Representations. Seller represents and warrants to Buyer as follows:

12.1. Seller has received no written notice of any liens to be assessed against the Property.

12.2. Seller has received no written notice from any governmental agency of any violation of any statute, law, ordinance or deed restriction, rule or regulation with respect to the Property.

12.3. Seller is not a "foreign person" as that term is defined in IRC §1445. On the Closing Date, Seller will execute and deliver to Buyer a certification of nonforeign status on a form required by the IRS.

12.4. The Property has never been used for the storage or disposal of any hazardous material or waste. There are no environmentally hazardous materials or wastes continued on or under the Property and the Property has not been identified by any governmental agency as a site upon which environmentally hazardous materials or wastes have been or may have been located or deposited.

All representations and warranties contained in this Agreement will survive closing and the conveyance of the Property to Buyer.

13. Binding Effect/Assignment Restricted. This Agreement is binding upon all and will inure to the benefit of Seller, Buyer, and their respective heirs, legal representatives, successors and assigns. Nevertheless, Buyer will not assign its rights under this Agreement without Seller's prior written consent, which consent shall not be unreasonably withheld.

14. Remedies. TIME IS OF THE ESSENCE REGARDING THIS AGREEMENT. If the conditions described in Section 7 above are satisfied or waived by Buyer and the transaction does not thereafter close, through no fault of Seller, before the close of business on the Closing Date, Buyer shall forfeit the earnest money deposit to Seller as liquidated damages and shall incur no other liability. If the Seller fails to deliver the deed described in Section 8 above on the Closing Date or otherwise fails to consummate this transaction, the earnest money shall be refunded to Buyer but acceptance by Buyer of the refund will not constitute a waiver of other remedies available to Buyer.

15. Extension of Closing. Should any of the contingencies set forth in Section 7 above not be satisfied, as of the Closing Date, because necessary land use approvals from Linn County have not yet been obtained, Closing shall be postponed until Linn County has finally acted upon all necessary requests.

16. Attorney Fees. In the event action is instituted to enforce any term of this Agreement, the prevailing party shall recover from the losing party reasonable attorney fees incurred in such action as set by the trial court and, in the event of appeal, as set by the appellate courts.

17. Notices. All notices and communications in connection with this Agreement shall be given in writing and shall be transmitted by certified or registered mail, return receipt requested, to the appropriate party as the addresses shown below. Any notices so transmitted shall be deemed effective on the date it is placed in the United States mail, postage prepaid. Either party may, by written notice, designate a different address for purposes of this Agreement.

To Seller: Karen L. Buhl
429 Douglas Street, SE
Albany, OR 97321

To Buyer: City of Albany, Oregon
P.O. Box 490
Albany, OR 97321

18. Entire Agreement. This Agreement sets forth the entire understanding of the parties with respect to the purchase and sale of the Property. This Agreement supersedes any and all prior negotiations, discussions, agreements and understandings between the parties. This Agreement may not be modified or amended except by a written agreement executed by both parties.

19. Applicable Law. This Agreement shall be construed, applied and enforced in accordance with the laws of the State of Oregon.

20. Acceptance. This Agreement shall be null and void unless accepted by Seller, by Seller's execution of it on or before _____, 2001.

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.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal the date and year first above written.

SELLER:

Karen L. Buhl
KAREN L. BUHL *see counter*

BUYER:



CITY OF ALBANY, OREGON

By: SPD Buhl
Title: *City Manager*



11S03W04DD00600

PIN: 11S03W04DD00600
429 DOUGLAS ST SE

-  Subject Property
-  Parcel Boundaries



The City of Albany's information records, drawings, and other documents have been gathered over many decades, using differing standards for quality control, accurateness, and verification. All the information we provide represents the current information we have at a readily available format. While the information we provide is generally believed to be accurate, occasionally this information proves to be incorrect, and there can be no assurance of accuracy. Prior to making any property purchase or other investment based, in full or in part, upon the information provided, we specifically advise that you independently field verify the information contained within our records.

Geographic Information Services 917-7676
 Planning Department 917-7550

