

ORDINANCE NO. 59

AN ORDINANCE LEASING UNTO CHARLES AND LOIS CARSLY, CERTAIN PROPERTY OWNED BY THE CITY OF DUNDEE IN SECTION 27, TOWNSHIP 3 SOUTH, RANGE 3 WEST OF THE WILLAMETTE, MERIDIAN IN YAMHILL COUNTY, OREGON, CONTAINING 15 AND 96/100 ACRES MORE OR LESS, PROVIDING A MONTHLY RENTAL THEREFORE AND GRANTING TO SAID PARTIES, AN OPTION TO PURCHASE SAID REAL PROPERTY AND TO APPLY THE RENT PAID AGAINST THE PURCHASE PRICE AND PROVIDING FOR PAYMENT OF TAXES THEREON.

WHEREAS, The City of Dundee is possessed of a certain 15 and 96/100 acre tract of land situated in Section 27, Township 3, South, Range 3 West of the Willamette Meridian in Yamhill County, Oregon which said land is not being used for a public purpose; and

WHEREAS, There is situated thereon, certain tilable land and a dwelling house; and

WHEREAS, CHARLES AND LOIS CARSLY, are desirous of leasing the same with an option to purchase said property, and have heretofore been in possession of said premises upon oral lease.

THE PEOPLE OF THE CITY OF DUNDEE, DO ORDAIN AS FOLLOWS:

Section (1).

That EARL NAMETZ, Mayor of the City of Dundee, and BETTY KAPPAUF, City Recorder of the City of Dundee, are hereby authorized and empowered to execute a lease for and in behalf of the City of Dundee, the following described real property now belonging to the City of Dundee, to-wit:

LOT 1

Being a part of the John Spencer Claim Notification #2291 in Section 27 in Tp. 3. S. R. 3. W. of the Will. Mer. Oregon. Beginning at an iron pipe set S 00° 04' E 324.0 feet and S 89° 50' E. 1001.4 feet from the 1/4 corner between Sections 22 and 27 said Tp. and Range; thence S 89° 50' E. parallel with Section line between 22 and 27, 314.40 feet to iron pipe in roadway now there; thence South along 1/16 line and roadway, 641.20 feet to iron pipe at the Northeast corner of .53 of an acre tract County Survey #3077 (Pump house tract); thence N 66° 04' W,; 136.00 feet to iron pipe; thence N 36° 43' W, 152.90 feet to iron pipe; thence N 13° 45' W, 166.80 feet to iron pipe; thence N 11° 04' W, 307.80 feet to beginning and containing 3.40 acres more or less.

LOT 3

Being a part of the John Spencer Claim Notification #2291 Section 27 in Tp. 3. S. R. 3. W. of the Will. Mer. Oregon. Beginning at an iron pipe set S 00° 04' E 324.0 feet from the 1/4 post between Sections 22 and 27 in said Tp. and Range; thence S 89° 50' E parallel with Section line between 22 and 27 542.40 feet to iron pipe at the Northwest corner of Lot #2, Co. Survey No. 3167; thence S 26° 09' E 170.60 feet to iron pipe; thence S 19°

57' E 153.10 feet to iron pipe; thence S 45° 17' E 189.30 feet to iron pipe; thence S 43° 41' E 95.40 feet to iron pipe; thence S 20° 14' E 253.50 feet to point in center of County road. Thence following the average center line of said road S 82° 40' W 178.10 feet; thence N 71° 38' W 179.80 feet; thence S 89° 12' W 234.10 feet; thence S 57° 55' W 228.10 feet; thence S 23° 31' W 206.00 to an old iron pipe set in former Survey; thence N 00° 04' W along the North and South center line of Section 27, 985.60 feet to beginning and containing 12.56 acres more or less.

to CHARLES and LOIS CARSLEY, husband and wife, to and affix the corporate seal of the City to said Lease.

Section (2).

That said Lease shall contain the following terms and conditions:

1. That said Lease shall be for a period not to exceed 18 months beginning March 15, 1952, and ending September 15, 1953.

2. To require as rent therefore, the payment of \$35.00 per month beginning on the 15th day of March, 1952, and as additional rental therefore, to require the Lessee therein to replaster two rooms on the second floor of the dwelling house, to patch and repair the roof of the dwelling, to build a concrete floor in the basement of the dwelling house and to relocate sewer pipes beneath the basement of the dwelling house located on the above described premises. All of said repairs to be made at the expense of the Lessee.

3. To grant to the Lessee therein, the option to purchase the premises above described at any time during the term of the lease for the sum of \$5000.00 to be paid by the Lessee in the following manner:

One Thousand Dollars (\$1000.00) down upon the exercise of the option and the balance thereof at the rate of Thirty Five Dollars (\$35.00) per month on the 15th day of each month after the exercise of this option until the purchase price is paid in full. Interest upon the unpaid balance of the purchase price at the rate of Four per cent (4%) per annum, to be paid monthly in addition to the regular monthly payment, and to allow CHARLES and LOIS CARSLEY a credit against said purchase price for all rent paid under said lease to the date of exercising the option and a credit of \$1000.00 against the purchase price for making the repairs outlined above and to deduct from said credit, interest on the full amount of the purchase price from March 15, 1952, at the rate of 4%.

4. To require the City to pay all advalorin taxes that may be assessed against the premises during the term of this lease.

5. That the City will execute a Real Estate Conditional Sale Contract in favor of the CHARLES and LOIS CARSLEY in the usual form covering the

above described premises and embodying the terms of the option to the purchase as outlined above upon notice of receipt of the down payment required to be paid and upon written notice of the intent to exercise this option.

6. To provide for the sale and use of the Telephone share which attaches to said dwelling house.

Passed the council this \_\_\_\_\_ day of July, 1952, by the following vote:

Ayes:

Nays:

Approved by the mayor this \_\_\_\_\_ day of July, 1952

\_\_\_\_\_  
Mayor.

A T T E S T:

\_\_\_\_\_  
City Recorder.