

CITY ORDINANCE #1067

An ordinance selling real property in Baldwin Road Industrial Park

RECITALS

- A. Vince Batha has offered to purchase lots 1-3 & 6-16 of Baldwin Road Industrial Park from the City of Prineville.
- B. As required by State statutes, on April 20, 1999, the City published notice of the proposed sale in the Central Oregonian and conducted a public hearing on April 27, 1999.
- C. The nature of the proposed sale and the general terms thereof, including evidence of market price, was presented at such hearing.

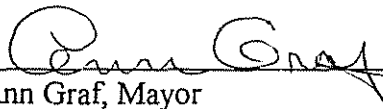
THE PEOPLE OF THE CITY OF PRINEVILLE ORDAIN AS FOLLOWS:

- 1. The City of Prineville shall sell to Vince Batha real property in Crook County, Oregon, described as lots 1-3 & 6-16 of Baldwin Road Industrial Park according to the official plat thereof on file and of record in the office of the County Clerk for Crook County, Oregon.
- 2. Purchase price for this property shall be \$190,000.00 plus purchaser shall pay 1/2 of the closing costs and construct improvements as described on the Completion Guarantee Agreement attached hereto.
- 3. The other terms of the sale include the Sale Agreement and Receipt for Earnest Money executed by Vince Batha.
- 4. As part of the sale, Vince Batha shall be required to enter into a completion guarantee agreement with the City concerning Batha's construction of certain improvements in the Baldwin Road Industrial Park.
- 5. The Mayor and City Manager shall execute the necessary documents to complete the sale.

Passed by City Council this 25th day of May, 1999



Henry Hartley, City Manager/Recorder



Ann Graf, Mayor

COMPLETION GUARANTEE AGREEMENT

This Agreement is made by and between Vince Batha, (hereinafter referred to as "Batha") and the City of Prineville, a municipal corporation, (hereinafter referred to as "City").

RECITALS

- A. Batha is purchasing real property from City in Baldwin Road Industrial Park.
- B. As part of the purchase price, Batha has agreed to do all work necessary for the excavation, placement of sewer and water lines and accessories, filling the excavation, and placing underground electrical transmission lines.
- C. The parties desire to enter into an agreement to give assurance of Batha's performance of the required construction.

Now, therefore, for good and valuable consideration, it is hereby agreed as follows:

- 1. The above Recitals are made a part of this Agreement.
- 2. At Batha's expense, Batha shall excavate for water and sewer lines, place the water and sewer lines and accessories, connect them to existing City water and sewer lines and place underground electrical transmission lines to serve lots 1-16 of Baldwin Road Industrial Park and fill the excavations in accordance with State law and City of Prineville ordinances. City will certify when all portions of the work have been completed in an acceptable manner. Before construction, Batha shall present specifications, drawings, plans, and other documents concerning the sewer, water, and electrical lines to City for its approval.
- 3. Batha shall complete the excavation placement, connection and filling the excavation of the water and sewer by June 25, 2000. The excavation, placement, and filling the excavation for the underground electrical transmission lines shall be accomplished to each lot prior to the sale of such lot. If the items described in paragraph 2 above are not completed within the time period described previously in this paragraph 3, City may complete the improvements and recover from Batha the full costs and expenses thereof, together with costs and attorney's fees necessary to collect that amount from Batha. To assure performance of Batha's obligations under paragraphs 2 and 3 of this Agreement, Batha shall have issued to City a performance bond in a form approved by City in an amount of not less than \$500,000.00.
- 4. City shall provide natural gas to all lots of Baldwin Road Industrial Park and shall pave all roads within the subdivision when the water, sewer, and natural gas lines are in place.

5. City shall pay \$20,000.00 to landscape Baldwin Road Industrial Park.
6. If Batha fails to comply with any of the requirements of this Agreement, and the City has unreimbursed costs or expenses related to such failure, City shall receive payment for such amount plus City's reasonable attorney's fees and costs under the terms of the bond described above. If the amount guaranteed by the bond is insufficient to pay for such costs and expenses incurred by the City, Batha shall be liable to the City for the difference plus attorney's fees and costs incurred.

Vince Batha

City of Prineville

By _____
Ann Graf, Mayor

By _____
Henry Hartley, City Manager