

ORDINANCE NO. 2576

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY MANAGER TO ENTER INTO A CONTRACT FOR THE SALE OF TIMBER FROM THE CITY OWNED DUMP GROUND PROPERTY.

WHEREAS, an offer has been received by the City of Albany from H. H. Cartwright to purchase merchantable timber on the city owned dump ground property, and

WHEREAS, H. H. Cartwright has agreed to remove said merchantable timber on or before July 15, 1955, and

WHEREAS, upon recommendation of the Council of the City of Albany

THE PEOPLE OF THE CITY OF ALBANY DO ORDAIN AS FOLLOWS:

Section 1: That the Mayor and City Manager of the City of Albany are hereby authorized to enter into a contract with H. H. Cartwright and Linn Co. Products, Inc. for the sale of merchantable timber situated on the following described property:

Beginning at the NW corner of the D.L.C. of Robert E. Harmon & Wife, Not. No. 1782, and Claim No. 77 in Township 11 South, Range 4 West of Willamette Meridian, Oregon, and running, thence East 21.89 chains, thence Southerly 26.67 chains along the West line of a tract of land conveyed to Wm. C. Morgan by deed executed January 12th, 1871, and recorded at Page 287, Vol. J, Deed Records for Linn County, Oregon, thence West 21.89 chains, more or less to the West line of said Claim No. 77; thence North along said West line to the place of beginning, containing 58.40 acres, more or less.

Also the following described premises to be used as a perpetual right of way, to-wit: Commencing at the SE corner of the tract of land above described and running thence East parallel with the North line of said Claim No. 77, 60.46 chains, to the East line thereof; thence South 1° East along the East line of said Claim 20 feet; thence West parallel with the North line of said Claim No. 77, 60.76 chains; thence North 20 feet; thence East to beginning, all in Linn County, State of Oregon.

Section 2: That the City of Albany shall receive the following amounts for said timber:

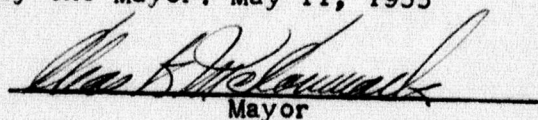
Red Fir	\$20.00 per thousand
White Fir	10.00 per thousand
Cottonwood	2.00 per cord

Section 3: By this ordinance does hereby ratify any action taken as herein provided.

Section 4: Inasmuch as the passage of this ordinance is necessary for the immediate preservation of the peace, health and safety of the citizens of the City of Albany, Oregon, an emergency is hereby declared to exist and this ordinance shall be in full force and effect immediately upon its passage by the Council and its approval by the Mayor of the City of Albany.

Passed by the Council: May 11, 1955

Approved by the Mayor: May 11, 1955


Mayor

ATTEST:


City Recorder

LOGGING AGREEMENT

This agreement made this 18th day of April, 1955, by and between H. H. Cartwright, hereafter designated the Buyer, Linn Co. Products, Inc., an Oregon corporation, hereafter designated the Mill, and the City of Albany, hereafter designated the Seller.

WITNESSETH:

The Buyer agrees to buy all the merchantable timber from the Seller now situated on the following described property, to-wit:

Beginning at the NW corner of the D.L.C. of Robert E. Harmon and Wife, Not. No. 1782, and Claim No. 77 in Township 11 South, Range 4 West of Willamette Meridian, Oregon, and running, thence East 21.89 chains, thence Southerly 26.67 chains along the West line of a tract of land conveyed to Wm. C. Morgan by deed executed January 12th, 1871, and recorded at Page 287, Vol. J, Deed Records for Linn County, Oregon, thence West 21.89 chains, more or less to the West line of said Claim No. 77; thence North along said West line to the place of beginning, containing 58.40 acres, more or less. Also the following described premises to be used as a perpetual right of way, to-wit: Commencing at the SE corner of the tract of land above described and running thence East parallel with the North line of said Claim No. 77, 60.46 chains, to the East line thereof; thence South 1 degree East along the East line of said claim 20 feet; thence West parallel with the North line of said Claim No. 77, 60.76 chains; thence North 20 feet; thence East to beginning, all in Linn County, State of Oregon.

Payment:

Buyer agrees to pay the Seller for the said timber as follows:

Red Fir	\$20.00 per thousand
White Fir	10.00 per thousand
Cottonwood	2.00 per cord

All the Red Fir and all the White Fir shall be delivered by the Buyer to the Mill and the Mill shall withhold the above amounts and pay the said amounts directly to the Seller.

The Cottonwood is to be sold as pulp wood and payment made directly to the Seller.

Time:

Buyer agrees to remove said merchantable timber from the property above described on or before July 15, 1955, and this contract shall be null and void after that date and all Buyer's rights hereunder shall cease as of that date.

Manner:

Buyer agrees to cut only trees on the above described property to not interfere with the dump ground operation; to not damage or destroy existing roads and fences; and Buyer agrees to indemnify and hold harmless the Seller for any breaches of the covenants herein expressed.

Expenses:

Buyer will furnish his own equipment and may build necessary roads to complete the work herein contemplated; the Seller assumes no responsibility for any of the Buyer's expenses, it being understood that he is an independent contractor.

LOGGING AGREEMENT, (Continued)

IN WITNESS WHEREOF we have hereunto set our hands and seals this
18th day of April, 1955.

(Corporate
Seal)

(Corporate
Seal)

H. H. Cartwright (SEAL)
H. H. Cartwright

Linn Co. Products, Inc.

By N. J. Nordquist
Title Pres.

City of Albany

By C. G. Reiter
City Manager

ATTEST:

William D. Bollman
City Recorder