

IN THE BOARD OF COUNTY COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO. 98-4-1-19 IN THE MATTER OF AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A SALE AGREEMENT WITH MILL SITE DEVELOPERS, L.L.C. FOR THE PURCHASE OF SURPLUS COUNTY OWNED REAL PROPERTY COMMONLY KNOWN AS THE WESTFIR MILL SITE (MAP# 21-35-07-40-00132)

WHEREAS this matter now coming before the Lane County Board of Commissioners and said Board deeming it in the best interest of Lane County to convey the following real property which was acquired through tax foreclosure, to wit:

Parcel 2 of Partition Plat No. 94 - PO577 as filed on September 28, 1994, Lane County Plat Records, Lane County, Oregon. EXCEPTING THEREFROM any portions thereof lying within the railroad right of way. ALSO EXCEPTING THEREFROM that tract of land, including the covered bridge, dedicated for public road purposes as described and recorded on Reel 1859, Reception No. 9340659, Lane County Deed Records, Lane County, Oregon (map # 21-35-07-40-00132).

WHEREAS said real property is owned by Lane County and not in use for County purposes, and sale of said property would benefit Lane County by its return to the tax roll, and

WHEREAS said parcel was offered at a Sheriff's sale on January 25, 1993 for a minimum bid of \$162,230 and remained unsold after such sale with no bid received

IT IS HEREBY ORDERED that, pursuant to ORS 275.200 and ORS 275.275, the County Administrator be authorized to execute a sale agreement with Mill Site Developers, LLC substantially similar to attached Exhibit "A", that the Quitclaim Deed be executed by the Board of Commissioners and that the proceeds be disbursed as follows:

Foreclosure Fund	(28-1870-44411-070)	\$90,670.00
General Fund	(24-1870-43370-060)	9,330.00

IT IS FURTHER ORDERED, that this Order shall be entered into the records of the Board of Commissioners of the County.

DATED this 1 day of April, 1998

FILED

APR 08 REC'D

COUNTY CLERK BY [Signature]

[Signature] Chair, Board of County Commissioners

APPROVED AS TO FORM Date 3/20/98 [Signature] OFFICE OF LEGAL COUNSEL

IN THE MATTER OF AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A SALE AGREEMENT WITH MILL SITE DEVELOPERS, L.L.C. FOR THE PURCHASE OF SURPLUS COUNTY OWNED REAL PROPERTY COMMONLY KNOWN AS THE WESTFIR MILL SITE (MAP# 21-35-07-40-00132)

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") is between **MILL SITE DEVELOPERS, L.L.C.** ("Developer") and **LANE COUNTY** ("Seller"). This Agreement relates to the sale by Seller to Developer, of the property described on Exhibit "A" (the "Property"), consistent with the City of Westfir's (the "City") desires in regard to the development and future use of the Property, and the Developer's agreement to remediate any contamination upon the Property, on the following terms and conditions:

1. **Agreement to Sell.** Subject to the considerations set forth below, Seller agrees to sell the Property to Developer for the sum of One Hundred Thousand Dollars (\$100,000), payable in cash at closing. Upon execution of this Agreement, Developer shall pay Seller the sum of \$25,000 in earnest money, to be applied against the purchase price.

2. **Closing.** Closing shall occur within ninety (90) days after execution of this Agreement by both parties. Prior to closing, Developer intends to investigate the possible contamination of the property as provided in Paragraph 3. If, within ninety (90) days of execution of this Agreement by both parties, Developer determines that the extent of contamination is such that remediation is not economically feasible, Developer shall be entitled to a return of its earnest money upon delivery of (a) written notice of its intention not to proceed, together with (b) copies of all reports, test data and information pertaining to Developer's investigation of the Property.

Developer shall have the option to extend the closing date for an additional ninety (90) days, upon the conditions that (i) Developer shall have delivered written notice of its election to extend the closing date within the initial ninety (90) day period and (ii) the \$25,000 earnest money shall become non-refundable. In addition, Developer agrees that if Developer fails to close for any reason, Developer shall deliver all written reports, test data and other information obtained in Developer's inspection of the Property.

Closing shall be at the offices of Seller's legal counsel, on the 90th day (or the next legal business day) following execution of the Agreement by the parties, unless extended as provided above, in which event closing shall be on the 180th day (or the next legal business day if the 180th day is not a legal business day) following execution of the Agreement by the parties.

At closing, Developer shall remit the balance of the purchase price, and Seller shall deliver its executed ~~bargain and sale~~ deed, conveying the Property to Developer, ~~subject to liens and encumbrances existing as of this date as well as any liens which may be permitted or suffered by Developer.~~ ^{quitclaim} The deed may further stipulate that Developer acknowledges any existing environmental contamination and agrees to indemnify and hold Seller harmless therefrom. Seller shall also provide an owner's title insurance policy in a form consistent with Fidelity National Title Company of Oregon's preliminary commitment dated May 14, 1996, Order No. 96-02-1091/96-05-4065, at Seller's cost, in the insured

amount of \$100,000.

BOOK 100 PAGE 0359

3. **Environmental Risks.** The parties mutually acknowledge that prior industrial activities upon the Property may have caused contamination by hazardous substances. The extent of the contamination, as well as the steps which may need to be undertaken to remedy the contamination, are unknown at this time. As a result of not knowing the extent of contamination, it is unknown whether it is economically feasible to develop the Property. Developer is willing to risk its funds to investigate this issue, and to commence remediation if appropriate and feasible. Accordingly, as a material inducement to Seller to enter into this Agreement, Developer agrees to investigate suspected contamination of the Property by hazardous substances, as follows:

(a) Within 10 days of execution of this Agreement by both parties, Developer shall engage a licensed environmental engineer to conduct a scoped Level II investigation of the Property. Developer shall provide a copy of the engagement contract to Seller and City, and shall direct the engineer to commence investigation of the site as soon as practicable and to prepare a report(s) necessary for the formulation of a remediation plan, as soon as practicable. The engineer's report shall be completed and a copy of the report shall be delivered to Seller not less than 10 days prior to the expiration for the 90-day investigative period. The contract shall further stipulate that the engineer shall waive any rights to lien the Property, but instead shall look solely to Developer for payment of services rendered.

(b) The engineer shall be directed to provide monthly summary progress reports to Developer and Seller.

(c) If Developer does not close the purchase of the Property, Developer further agrees to provide copies of all environmental survey reports, assessment reports, studies, lab tests, field notices, or any other documents related in any way to the investigation and remediation of the Property.

(d) If Developer closes the purchase of the Property, Developer covenants that Developer shall diligently pursue and obtain a letter of no further action from the DEQ or in the alternative, written approval by the DEQ of Developer's "brownfields" plan as to any portion of the Property for which such a plan is appropriate under DEQ standards. *All risks with respect to any proposed development belong to Developer & not to Seller*

4. **Development Plan.** The parties acknowledge that the Property is currently zoned for industrial use. Developer affirms that the uses described in Resolution No. 167 of City dated October 9, 1995, are appropriate and consistent with the Developer's intentions to develop the Property. Prior to closing, Developer shall seek to refine with City, to the extent feasible, a development plan for the Property and to identify the respective roles of Developer and City in regard to plan changes, zoning changes, utility requirements, riverfront amenities, design standards and other features. Following closing, Developer shall immediately apply for

rezoning of the Property and any necessary changes in the comprehensive plan, and City and Developer agree to cooperate subject to the foregoing limitations and to the extent legally permissible, to secure plan changes and zoning changes to permit the development of the Property as mutually desired. By way of further clarification, Developer agrees to undertake the following:

(a) In order to accommodate the proposed development, the City's comprehensive plan and zoning ordinances must be reviewed and modified. Developer will apply for appropriate review and modification before or after closing, and acknowledges that Developer will be responsible for payment of all fees, including costs of amendments to the zoning district, zoning text and map as well as the comprehensive plan, text, and diagram.

(b) Developer specifically acknowledges that the City cannot promise any specific result as to any request and that all such modifications are subject to state wide planning goals, review by LCDC, public hearings and action by the City Council.

(c) Developer acknowledges that the City is in the process of developing a sewer facilities plan. At the current time, the City does not have existing sewer capacity to provide sanitary service for the development of the Property. Developer acknowledges that Developer may be required to provide their own sewage treatment, either as on-site sewage systems or as a community based treatment and disposal system, unless sewer connections are extended to the Property at or before the time of development. For any community sewage and disposal system consistent with the City sewer facilities plan and which serves the property and other locations within the city, an appropriate charge for sewer connection would be determined by the parties, with revenue from systems development charges to be applied in reduction of the constructing party's costs. Any alternate disposal system would be subject to Department of Environmental Quality approval.

(d) Developer acknowledges that City is in the process of modifying its water intake system. Developer agrees to work with City in projecting the Developer's water requirements for development of the Property. Developer, as a condition of development, may be required to pay a systems development charge consistent with the City's additional costs to provide the Property with city water.

5. Right of Access. Prior to closing, Seller agrees to provide Developer with the right of access to the Property for the purpose of conducting testing and survey. Developer shall not undertake any remediation activities unless and until it provides Seller with satisfactory assurances that:

(a) All necessary insurance is in place, to protect Seller from any potential liability in connection with the activities undertaken by Developer upon the Property, and

(b) That all contractors or engineers engaged by Developer to work on the Property or to deliver materials to the Property have provided assurances sufficient to Seller, to confirm that they will not place any liens for work performed upon or materials provided to the Property.

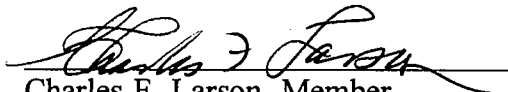
IN WITNESS WHEREOF, the parties have entered into this Agreement as of February 13, 1998.

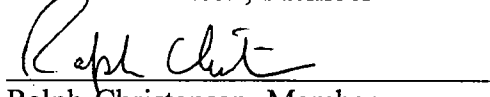
MILL SITE DEVELOPERS, L.L.C.

LANE COUNTY


Roscoe Divine, Member

By: _____
Its: _____


Charles F. Larson, Member


Ralph Christensen, Member


Patrick Burrington, Member

EXHIBIT "A"

LEGAL DESCRIPTION - LANE COUNTY/MILL SITE DEVELOPERS, LLC

Parcel 2 of Partition Plat No. 94 - PO577 as filed on September 28, 1994, Lane County Plat Records, Lane County, Oregon. EXCEPTING THEREFROM any portions thereof lying within the railroad right of way. ALSO EXCEPTING THEREFROM that tract of land, including the covered bridge, dedicated for public road purposes as described and recorded on Reel 1859, Reception No. 9340659, Lane County Deed Records, Lane County, Oregon (map # 21-35-07-40-00132).

**ADDENDUM #1 TO PURCHASE AGREEMENT BETWEEN LANE COUNTY AND
MILL SITE DEVELOPERS, L.L.C.**

1. Developer acknowledges that Seller has been involved in negotiations with the United States Forest Service (FS) for the purpose of granting said FS an easement, without monetary consideration, to use a portion of the property subject to the Purchase Agreement which has an existing FS trail running through it. The general location of the proposed easement area is noted in attached Exhibit "1".
2. Seller shall have the right to execute an easement with said FS for the purpose described above anytime prior to the transfer of the Property to Developer. Execution of said easement by Seller shall be subject to approval by Developer. Said approval shall not be unreasonably withheld.
3. Should transfer of the Property occur prior to execution of an easement between Seller and FS, Developer, its heirs, successors and assigns, shall be obligated to grant an easement to said FS, with reasonable terms and conditions, for the purpose noted in section 1 above.

MILL SITE DEVELOPERS, L.L.C.

Roscoe Divine, Member

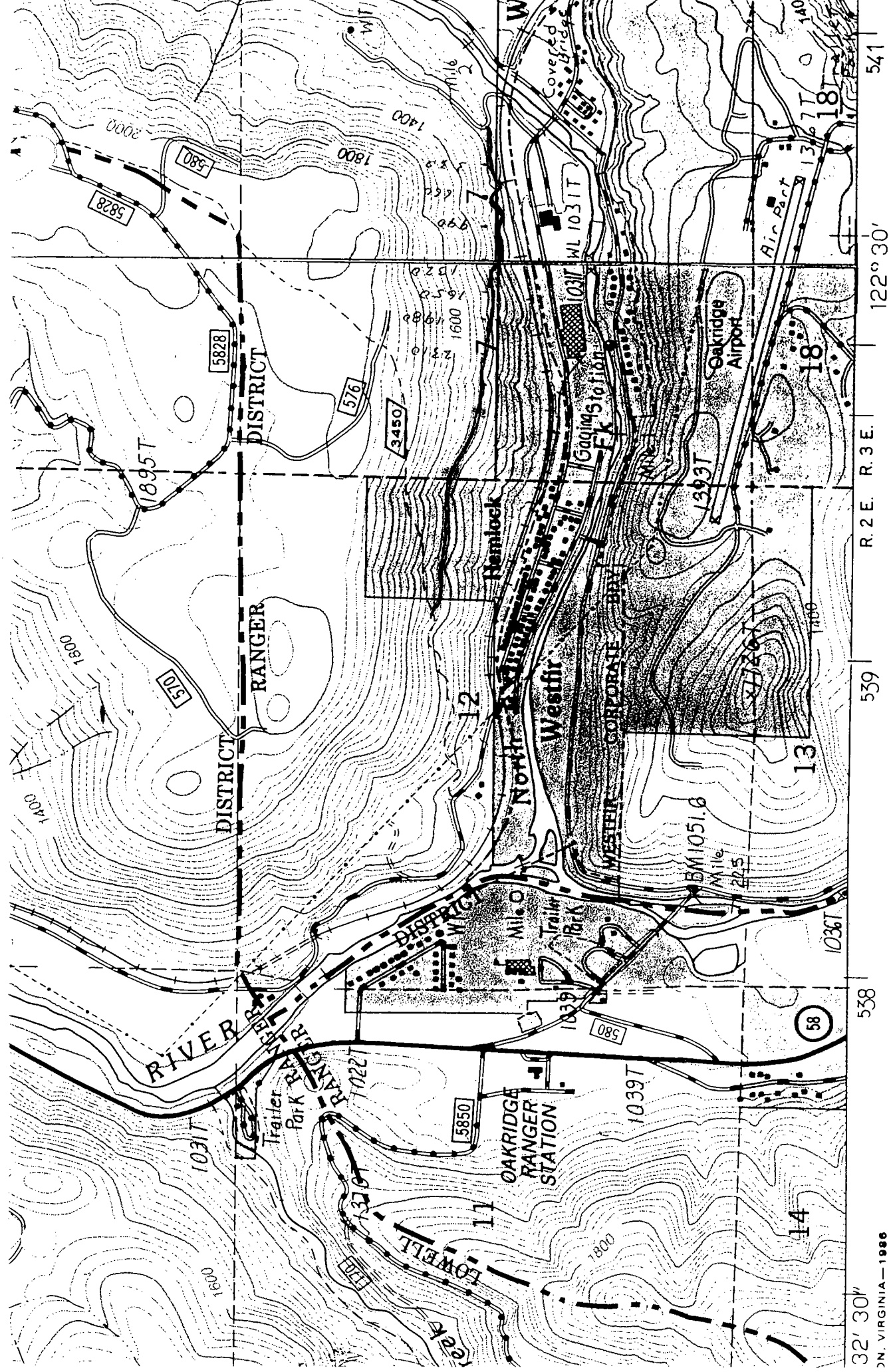
Charles F. Larson, Member

Ralph Christensen, Member

Patrick Burrington, Member

LANE COUNTY

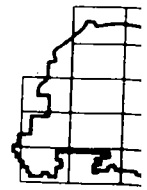
William Van Vactor
County Administrator



PROVISIONAL BASE MA
 CONTROL BY
 COMPILED FROM AERIAL
 FIELD CHECKED
 PROJECTION
 GRID: 1000-METER UNIVER
 10 000-FOOT STATE

BOOK 10 PAGE 1084

EXHIBIT "1"



32' 30" 538 539 541
 R. 2 E. R. 3 E.
 122° 30'

DN. VIRGINIA-1986

BOOK 100 PAGE 1335
QUITCLAIM DEED

LANE COUNTY, a political subdivision of the State of Oregon, pursuant to Order No. _____ of the Board of County Commissioners of Lane County, releases and quitclaims to:

Mill Site Developers, L.L.C.

all its right, title and interest in that real property situated in Lane County, State of Oregon, described as:

Parcel 2 of Partition Plat No. 94 - PO577 as filed on September 28, 1994, Lane County Plat Records, Lane County, Oregon. EXCEPTING THEREFROM any portions thereof lying within the railroad right of way. ALSO EXCEPTING THEREFROM that tract of land, including the covered bridge, dedicated for public road purposes as described and recorded on Reel 1859, Reception No. 9340659, Lane County Deed Records, Lane County, Oregon (map # 21-35-07-40-00132).

Grantee acknowledges there may be existing environmental contamination on the herein conveyed property and agrees to indemnify and hold Grantor harmless therefrom.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

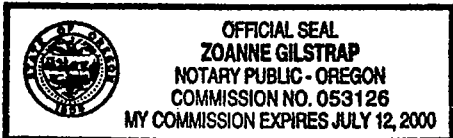
The true and actual consideration for this transfer is \$100,000.00

LANE COUNTY BOARD OF COMMISSIONERS

[Handwritten signatures of three commissioners]

STATE OF OREGON)
) ss
COUNTY OF LANE)

On April 1, 1998 personally appeared the above named County Commissioners for Lane County, and acknowledged the foregoing instrument to be their voluntary act. Before me:



Zoanne Gilstrap

Notary Public for Oregon
My Commission Expires 7-12-00

After recording, return to/taxes to:

PARTITION PLAT
FOR

LANE COUNTY, OREGON

SE 1/4, SEC. 12, T. 21S., R. 2E., AND S 1/2, SEC. 7, T. 21S., R. 3E., W.M.

WESTFIR, LANE COUNTY, OREGON

ASSESSOR MAPS 21-25-12-41 TL 4600, AND 21-35-07-40 TL 102, 103 & 125

LEGEND

- SET 3/8" X 30" REBAR WITH PLASTIC CAP (LANE CO. W.M.) OR AS NOTED
- CENTERLINE POSITION SET 5/8" X 30" REBAR WITH ALUM CAP MARKED (LANE CO. C.A.) UNLESS OTHERWISE SHOWN
- ⊗ FOUND 3/8" ROD IN CO. SUB. FILE 73, SLIDE 189 (OR AS NOTED)
- ⊕ FOUND CORNER/UT CORNER (SEE INDIVIDUAL DESCRIPTIONS) OR AS SHOWN
- [] RECORD DISTANCE AND/OR BEARING BASED UPON DEED OR SURVEY DATA

WEST 1/4 CORNER SECTION 7 T. 21 S. R. 3 E. W.M. FD. BRASS CAP DATED: 1976 CS# 19569

R. 2 E. T. 21 S. R. 3 E.

I, K. ROBERT ELLI, KERRY CERTIFY THAT THIS IS AN EXACT COPY OF THE PLAT AS SHOWN.

SUBJECT

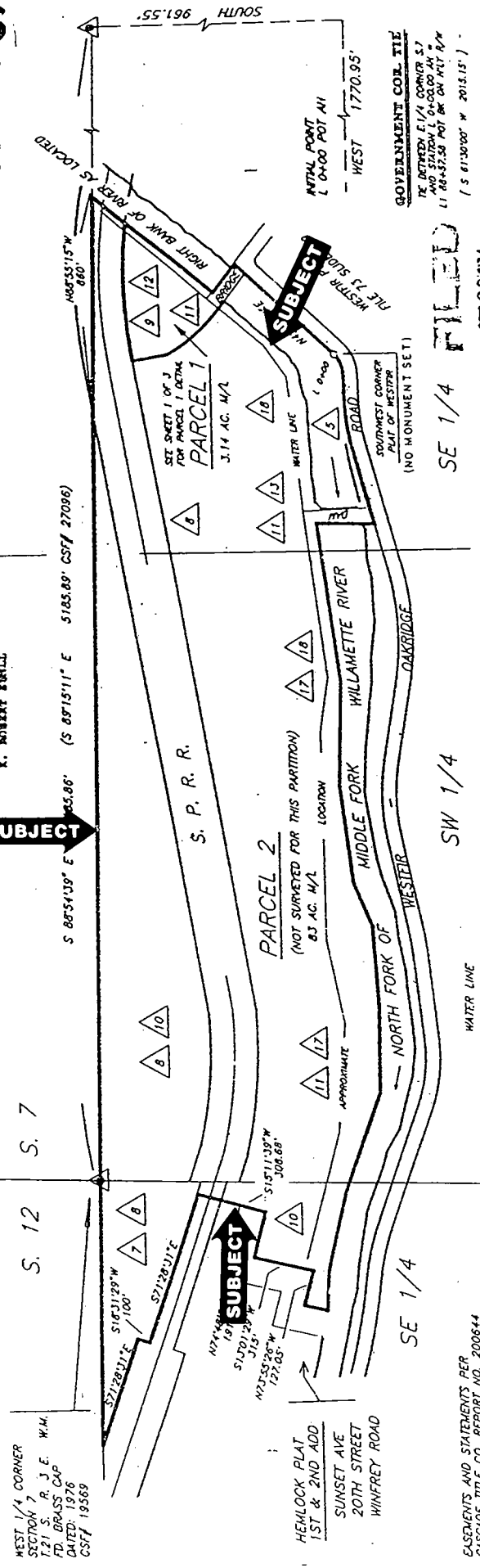
S 88°54'39" E 83.86' (S 89°15'11" E 5165.89' CS# 27096)

NORTH
SCALE 1" = 300'

REGISTERED PROFESSIONAL LAND SURVEYOR
K. Robert ELLI
OREGON LICENSE NO. 1000
KENNETH ROBERT ELLI
RENEWAL DATE: DECEMBER 31, 1995

EAST 1/4 CORNER SECTION 7 T. 21 S. R. 3 E. W.M. FD. BRASS CAP DATED: 1972 REF 4589

BOOK 200 PAGE 1033



EASEMENTS AND STATEMENTS PER CASCADE TITLE CO. REPORT NO. 200644 DATED AUGUST 10, 1994

- #1 Rights of the public and governmental bodies in and to any portion of the premises herein described now or at any time lying below high water mark of the North Fork of the Willamette River, including any and all ownership rights which may be claimed by the State of Oregon as to any portion now or at any time lying below the high water mark.
- #5 Such rights and easements for navigation and fishing as may exist over that portion of the property lying beneath the waters of the North Fork of the Middle Fork of the Willamette River.
- #7 Easements for ditches, culverts and slope fills and cuts, including the terms and provisions thereof, in deed to Oregon Eastern Railway Company, recorded July 26, 1907, in Book 74, Page 27, Lane County Oregon Deed Records.
- #8 Easements for ditches, culverts and slope fills and cuts, including the terms and provisions thereof, in deed to Southern Pacific Company, recorded September 7, 1909, in Book 85, Page 5, Lane County Oregon Deed Records.
- #9 Easement, including the terms and provisions thereof, granted to United States of America, acting by and through the Forest Service, U.S. Department of Agriculture, by instrument recorded May 5, 1952, in Book 439, Page 464, Lane County Oregon Deed Records.
- #10 Transmission line easement, including the terms and provisions thereof, granted Lane County Electric Cooperative, Inc., by instrument recorded June 18, 1954, Reception No. 32107, Lane County Oregon Deed Records.

THIS PROPERTY IS LOCATED PER THE DESCRIPTION RECORDED IN REEL 1468R, RECEPTION 87J1892, LANE COUNTY, OREGON, DEED RECORDS.

Note: Easements #7, #8 and #10 provide blanket coverage to area described.

- #11 Water line easement, including the terms and provisions thereof, granted City of Westfir, Oregon, by instrument recorded August 20, 1979, Reception No. 7949222, Lane County Official Records.
- #12 An easement for water access road maintenance purposes, including the terms and provisions thereof, granted City of Westfir, Oregon, by instrument recorded September 18, 1979, Reception No. 7856236, Lane County Official Records.
- #13 Water line easement, including the terms and provisions thereof, granted City of Westfir, Oregon, by instrument recorded September 29, 1980, Reception No. 8048775, Lane County Official Records.
- #17 Waterline and construction easement, including the terms and provisions thereof, granted City of Westfir, Oregon, by instrument recorded October 3, 1985, Reception No. 8535931, Lane County Official Records.
- #18 Waterline and construction easement, including the terms and provisions thereof, granted City of Westfir, Oregon, by instrument recorded November 20, 1985, Reception No. 8541974, Lane County Official Records.

GOVERNMENT COL. TIE TO DETACHED E 1/4 CORNER S 7 AND S 1/2 SEC. 12 T. 21 S. R. 3 E. W.M. (S 81°30'00" W 2013.15')

SE 1/4 FILED
COUNTY CLERK
117
117
117

ZONING: General Industrial/Park, Recreation and Open Space

LANE COUNTY DEPARTMENT OF PUBLIC WORKS

LANE COUNTY SURVEYORS OFFICE
125 EAST 8TH AVENUE
EUGENE, OREGON 97401
(503) 687-4195

DATE: AUGUST 19, 1994
SCALE: 1" = 300'