

IN THE BOARD OF COUNTY COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO. 98-5-27-9 IN THE MATTER OF AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE AN OPTION TO PURCHASE AGREEMENT WITH PJ COBURG, LLC FOR THE SALE OF COUNTY OWNED REAL PROPERTY IDENTIFIED AS MAP NO. 16-03-28-00-01000 (WEST OF 35529 VAN DUYN RD., COBURG)

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 sell the following real property which was acquired through tax foreclosure, to wit:

A parcel of land lying in the Robert Cochran D.L.C. No. 42, Section 28, Township 16 South, Range 3 West of the Willamette Meridian, Lane County Oregon and being that property designated as Parcel 2 and described in that deed to the State of Oregon, by and through its State Highway Commission, recorded on Reel 97-57D, Instrument No. 10499 of Lane County Official Deed Records.

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 September 8, 1997 for a minimum bid of \$55,000.00 and remained unsold after such sale with no bid received and

WHEREAS use of a purchase option agreement will allow the purchaser to expend resources to properly investigate the property while protecting the purchaser's interest in said property

IT IS HEREBY ORDERED that pursuant to ORS 275.200, and ORS 275.275, the County Administrator is authorized to execute an Option to Purchase agreement with PJ Coburg, LLC substantially similar to attached exhibit "B", that the Board shall execute the Quitclaim Deed should the purchase option be exercised and that the Property Management Officer is authorized to execute closing documents.

IT IS FURTHER ORDERED that the proceeds from the sale of the purchase option be disbursed through Foreclosure Fund account, 28-1870-44411-070 and that the proceeds from the sale of the property should the purchase option be exercised be disbursed as follows:

Foreclosure Fund	(28-1870-44441-070)	\$ 17,819.00
General Fund	(24-1870-43370-060)	181.00

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

DATED this 27th day of May, 1998

Handwritten signature of Chair, Board of County Commissioners. Stamped: FILED, MAY 29 1998, COUNTY CLERK. BY M. Bulding

IN THE MATTER OF AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE AN OPTION TO PURCHASE AGREEMENT WITH PJ COBURG, LLC FOR THE SALE OF COUNTY OWNED REAL PROPERTY IDENTIFIED AS MAP NO. 16-03-28-00-01000 (WEST OF 35529 VAN DUYN RD., COBURG)

APPROVED AS TO FORM Date 5/26/98 lane county Teresa [Signature] OFFICE OF LEGAL COUNSEL

PURCHASE OPTION/SALE AGREEMENT - PJ COBURG, LLC/LANE COUNTY

BOOK 160 PAGE 381
OPTION TO PURCHASE/SALE AGREEMENT

LANE COUNTY, a political subdivision of the State of Oregon, hereinafter called **COUNTY**, and **PJ COBURG, LLC**, hereinafter called **PURCHASER**, do hereby agree to enter into an **OPTION TO PURCHASE/SALE AGREEMENT** for that certain real property identified as Assessor's map # 16-03-28-00-01000 and more particularly described as:

A parcel of land lying in the Robert Cochran D.L.C. No. 42, Section 28, Township 16 South, Range 3 West of the Willamette Meridian, Lane County, Oregon and being that property designated as Parcel 2 and described in that deed to the State of Oregon, by and through its State Highway Commission, recorded on Reel 97-57D, Instrument No. 10499 of Lane County Official Deed Records.

RECITALS

- A. COUNTY is the owner of said property due to foreclosure for non-payment of property taxes.
- B. COUNTY wishes to sell said property and PURCHASER wishes to buy said property from COUNTY.
- C. The ability to develop said property is unknown at this time with regards to applicable uses, ability to secure development permits, environmental condition, access, status of title and other related issues.
- D. To facilitate the sale of said property, COUNTY is willing to grant a period of time for PURCHASER to investigate said property to determine its feasibility for purchase and to grant an option to purchase said property under the terms and conditions set forth in this agreement.

AGREEMENT

- 1. **OPTION.** COUNTY does hereby grant to PURCHASER an option to purchase the subject property under the terms and conditions set forth in this agreement.
- 2. **TERM.** The term of the option period shall be NINETY (90) days commencing upon execution of this agreement.
- 3. **CONSIDERATION.** PURCHASER shall pay COUNTY the sum of **FIVE HUNDRED DOLLARS (\$500.00)** for said option payable upon execution of this agreement. Said sum is **not** refundable should PURCHASER choose not to exercise their purchase option for any reason.
- 4. **PURCHASE PRICE.** The purchase price shall be **EIGHTEEN THOUSAND (\$18,000.00)** cash payable to Lane County. Payment shall be by cash or cashier's check payable to Lane County. No personal or business checks will be accepted.
- 5. **EXERCISE OF OPTION.** PURCHASER shall notify COUNTY in writing on or before the expiration of the option period of its intention to execute said option.

BOOK 160 PAGE 1082

6. **EXTENSION.** PURCHASER may extend the option for two (2) additional NINETY (90) periods by notifying the COUNTY in writing, on or before the expiration of the initial option period, of its intention to do so. Cost for each ninety (90) day extension shall be FIVE-HUNDRED DOLLARS (\$500). The written notice, along with payment for the extension, shall be all that is required to effect any extension.

7. **TITLE.** COUNTY makes no claim to, and does not warrant title to, the subject property as being free of liens, encumbrances, easements or any other defects to title. It shall be PURCHASER'S obligation to investigate the status of title to the subject property. The COUNTY shall cooperate with PURCHASER in removing any objectionable items from title. However, all expenses and any liability or claims incurred in removing items from title shall be borne by PURCHASER. The COUNTY shall convey its interest in the subject property with a QUITCLAIM DEED. Title insurance, if any, shall be at the option and expense of PURCHASER.

8. **ENVIRONMENTAL CONDITION.** COUNTY has not conducted any environmental investigations, tests or studies of the subject property and has no knowledge of tests, studies or investigations, past or present, or of its present environmental condition or knowledge of any previous uses of, or actions upon, the subject property. County shall immediately notify PURCHASER if it becomes aware of any environmental or hazardous waste investigations, tests, studies, uses, or conditions, past, present or planned for the future.

9. **CLOSING.** Closing shall occur within 30 days from the effective date of PURCHASER'S written notice exercising its purchase option. Upon payment of the purchase price, plus a FORTY (\$40) recording fee, COUNTY shall deliver to PURCHASER a recorded Quitclaim Deed conveying COUNTY'S interest in the subject property to PURCHASER. All moneys paid to COUNTY in consideration for this agreement, and extensions thereof, shall be applied to the purchase price. Should PURCHASER wish to close the transaction through an escrow agent, PURCHASER shall inform COUNTY where to deliver the Quitclaim Deed. PURCHASER shall deposit with the escrow agent the funds required to close the transaction and execute any required documents to effect the closing. COUNTY shall deliver the Quitclaim Deed to the escrow agent with instructions to deliver it to PURCHASER upon receipt of the required payment to COUNTY. COUNTY shall execute any required documents to effect the closing. PURCHASER shall bear all costs associated with the closing of the transaction.

10. **ACCESS.** COUNTY does hereby grant to PURCHASER and/or its agents access to the subject property for the purpose of conducting necessary evaluations, however, PURCHASER and its agents shall hold COUNTY, its commissioners, officers, employees and agents, harmless from any and all claims that may arise due to PURCHASER'S or its agents' conduct on, or investigation of, the property.

11. **TESTING PROCEDURES.** PURCHASER shall be responsible for conducting all testing procedures for evaluating the condition of the property. Such procedures shall be conducted by qualified personnel. No actions will be permitted that will significantly alter the existing condition of the property. Such actions include, but are not limited to digging trenches, mounding the dirt and other similar actions. The PURCHASER shall return the property to the same condition as it

was prior to any actions by the PURCHASER. The COUNTY shall have the right to review and approve all activities and work being conducted on the property prior to any action by the PURCHASER. Reasonable approval will not be withheld and will be given in a timely manner.

12. **WAIVER.** Failure by the COUNTY or PURCHASER to enforce any right under this agreement shall not be deemed to be a waiver of that right or of any other right.

13. **NOTICES.** All notices required or permitted to be given shall be in writing and shall be deemed given and received upon personal service or deposit in the United States Mail, certified or registered mail, postage prepaid, return receipt requested, addressed as follows:

To PURCHASER: Jack Hessel
1425 NE Columbia Blvd.
Portland, OR 97211

To COUNTY: Jeff Turk
Lane County/Property Management
125 East 8th Avenue
Eugene, OR 97401

14. **APPROVALS.** PURCHASER shall have the right to apply for and obtain any governmental approvals to use and develop the subject property as PURCHASER may desire. COUNTY, in its capacity as owner of the subject property, shall assist and cooperate with PURCHASER in obtaining such approvals. Such cooperation shall include, but not be limited to, signing all applications and other documents requested by PURCHASER that may reasonably be related to such matters, provided that COUNTY approves the form and substance of all such documents. Such approvals shall not be unreasonably withheld. All costs and expenses incurred with respect to such approvals shall be paid by PURCHASER.

15. **TAXES.** PURCHASER shall not be responsible for any taxes during the option period and will not become responsible for any taxes prior to the date of closing.

16. **RISK OF LOSS.** COUNTY, in its capacity as owner of the subject property, shall in no way encumber the property or commit or suffer any strip or waste on the property during the option period.

05/08/98 14:18

541 683 7400

LANE CO PURCH.

05-11-98 03:20P P.06 005-005

PURCHASE OPTION/SALE AGREEMENT - PJ COBURG, LLC/LANE COUNTY

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year indicated below:

DATED:

5-12-98

PURCHASER:

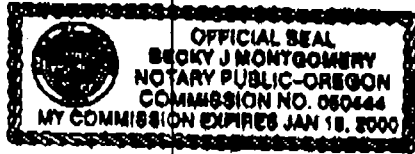
Jack Hessel, Authorized Representative

[Signature]

STATE OF OREGON)

County of Multnomah) ss)

On 12 May 1998, personally appeared the above mentioned Jack Hessel and acknowledged the foregoing instrument to be their voluntary act. Before me:



Becky Montgomery
Notary Public for Oregon
My Commission Expires: 1/18/2000

DATED:

COUNTY:

WILLIAM VAN VACTOR
ADMINISTRATOR, LANE COUNTY:

Pursuant to Order No. _____

STATE OF OREGON)

County of Lane) ss)

On _____ 19 ____, personally appeared the above-named Lane County Administrator, and acknowledged the foregoing instrument to be their voluntary act. Before me:

Notary Public for Oregon
My Commission Expires: _____

T.16S. R.3W.W.M.

BOOK 160 PAGE 385

2

LANE COUNTY

1"=400

16-03-28-00-01000

3 03 21

SE Cor.
H.A. Davis
DLC. No. 41

INT. ELL Cor.
Robt. B. Cochran
DLC. No. 42

1000
26.75 AC.

DITCH

NO. 1-5

CREEK

10 CH = 33'

21.70 ch = 4705.80'
884.15'
1015.70'

404

403

401

SW Cor.
Nancy J. Sippy
DLC. No. 63

EAST 26.94 ch = 1728'

700

700

Lot 2 6.11

Lot 4 12

Lot 3 5.06

Lot 5 2

10.92 chs. To S.E. COR. "42"

S. 89° 46' 24" E. - 1733.75'
N. 89° 49' 25" W. - 1733.60'
1046.14'

883.42'

S. 89° 46' 24" E. 1087.97'

S. 89° 50' E. - 568.58'

612

SE Cor.
DLC. No. 42
BY G.L.O.

601

SE Cor.
DLC. No. 42
BY DEED

NE Cor.
DLC. No. 61

701

15.23 ch = 1005.18'
EAST

613

2

2

2

2

4-38

S. 89° 46' 24" E. - 1733.75'
N. 89° 49' 25" W. - 1733.60'
1046.14'

883.42'

S. 89° 46' 24" E. 1087.97'

S. 89° 50' E. - 568.58'

612

SE Cor.
DLC. No. 42
BY G.L.O.

601

SE Cor.
DLC. No. 42
BY DEED

NE Cor.
DLC. No. 61

701

15.23 ch = 1005.18'
EAST

613

2

2

2

2