

IN THE BOARD OF COUNTY COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO.)	IN THE MATTER OF AUTHORIZING THE SALE OF SURPLUS
96-5-15-18)	COUNTY-OWNED REAL PROPERTY TO 1ST TD FINANCIAL
)	SERVICES AND DEVELOPMENT (THE FORMER HINES MILL SITE,
)	WESTFIR, MAP #21-35-07-40, TAX LOTS 131 & 132) AND
)	AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A
)	DEVELOPMENT AND SALE AGREEMENT

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:

See Exhibit "A" of attached Development and Sale Agreement

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

WHEREAS said real property was the site of the former Hines Lumber Mill in Westfir and said property is within the City limits of the City of Westfir and its development is instrumental in the future well being of the City and

WHEREAS, the Board of County Commissioners, being cognizant of the importance of said real property to the future well-being of the City of Westfir, has asked for the City's input in directing the sale of said real property and

WHEREAS the City of Westfir, in duly held and recorded public meetings, interviewed prospective purchasers of said real property and has recommended to the Lane County Board of Commissioners that the property be sold to 1st TD Financial Services and Development and

WHEREAS, the Lane County Board of Commissioners has given due consideration to the recommendations made by the City of Westfir and, in cooperation with the City of Westfir, wishes to enter into an agreement with the City of Westfir and 1st TD Financial Services and Development for the sale and development of said real property, and

WHEREAS, said real property was offered at a Sheriff's sale on January 25, 1993 for a combined minimum bid of \$163,430 and remained unsold at the close of said sale with no bids received

FILED

MAY 21 1996

COUNTY CLERK

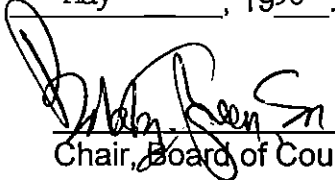
BY Pam DeWille

IT IS HEREBY ORDERED that pursuant to ORS 190.010, 275.200 and 275.275, the real property be sold to 1st TD Financial Services and Development under terms substantially similar to the attached Development and Sale Agreement, that the County Administrator is authorized to execute said substantially similar Development and Sale Agreement, that the Board shall execute a Quitclaim Deed for said real property and that the proceeds be disbursed as follows:

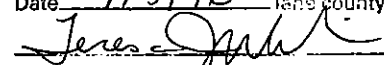
Foreclosure Fund	(28-1870-44411-070)	\$	90,670.16
General Fund	(24-1789-43370-010)		9,329.84

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

DATED this 15th day of May, 1996.



 Chair, Board of County Commissioners

APPROVED AS TO FORM
 Date 5/15/96 lens county

 OFFICE OF LEGAL COUNSEL

IN THE MATTER OF AUTHORIZING THE SALE OF SURPLUS COUNTY-OWNED REAL PROPERTY TO 1ST TD FINANCIAL SERVICES AND DEVELOPMENT (THE FORMER HINES MILL SITE, WESTFIR, MAP #21-35-07-40, TAX LOTS 131 & 132) AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A DEVELOPMENT AND SALE AGREEMENT

DEVELOPMENT AND SALE AGREEMENT

This agreement is between the CITY OF WESTFIR, hereinafter referred to as "City", 1ST TD FINANCIAL SERVICES AND DEVELOPMENT, hereinafter referred to as "Developer", and LANE COUNTY, hereinafter referred to as "Seller". This agreement relates to the purchase and development of the property described on Exhibit 'A' by Developer.

GENERAL DEVELOPMENT PROPOSAL:

A. Developer represents that the property is tentatively scheduled for the following recreation-based development:

- Lodge with restaurant and associated separate cabins and other amenities and services that are appropriate for recreational support facilities.
- Commercial facilities that may include a micro brewery and other commercial establishments that are consistent with the recreational development.
- Camping and/or recreational vehicle facilities that are consistent with the recreational development.

CITY'S OBLIGATIONS:

- 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 modifications, and acknowledges that he will be responsible for payment for all fees, including costs of amendment to the zoning district, zoning text and map; and comprehensive plan, text and diagram. These costs are in addition to any City filing fees.
- B. Developer specifically acknowledges that the City cannot promise any specific result as to any request and that all such modifications are subject to compliance with statewide planning goals, review by DLCD, public hearings and action by the city council.
- C. All land use approvals associated with the proposed development shall include a condition that, before any development can be approved on a parcel, any remedial action required by the presence of environmental hazard shall be completed on the entire site as demonstrated by written correspondence from DEQ, stating that no further environmental clean-up is required and the property may now be used for development. Division and sale of a portion of the site shall not be approved by the City until environmental remediation is completed.
- D. City will assist Developer in application for development grants.

DEVELOPER'S OBLIGATIONS:

- A. Developer acknowledges that part of the consideration by the county in the sale of this property to Developer and part of the consideration by the City in recommending to the county approval of sale to Developer, is the total project concept as described in the General Development Proposal section of this agreement.
- B. Initiate environmental remedial action within sixty (60) days of purchase. Submit progress reports, as requested, to the City. The remediation shall be completed prior to submission of application for discretionary use approvals as set forth in General Development Proposal.
- C. Submit to the City, as soon as possible, but prior to any requests for comprehensive plan or zoning amendments, a tentative plan showing total buildout of the property that is subject to this agreement. This would include showing development sites, proposed uses and maximum densities.
- D. Develop Parcel 1 of Exhibit 'A' consistent with the General Development Proposal described above, and in a manner consistent with Seller's easement over Parcel 1.
- E. Purchase the property described on Exhibit 'A' prior to beginning any remedial action required by the presence of environmental hazard.

SELLER'S OBLIGATIONS:

- A. Transfer by quit claim deed the property described on attached Exhibit 'A' upon the payment of \$100,000.
- B. Seller shall retain an easement over Parcel 1 of Exhibit 'A' for the purpose of a roadside rest area, public recreation site, and trailhead access; and the right to develop Parcel 1 for these purposes if the Developer has not developed it in a manner consistent with these uses within five (5) years of the execution of this agreement.

DISCRETIONARY USE PERMITS:

- A. Developer acknowledges that the entire development will be subject to discretionary use permits to be issued by the City. These will relate to each specific phase of the project. Developer has indicated, as part of its proposal for development of the property, the following:
 1. A greenway or river pathway is intended to buffer the river bank from property development. This may be connected to

existing U.S. Forest Service trails or converted to a tourist wayside.

- 2. Architectural design of the resort area and commercial frontage will be consistent with the rustic wooded setting and complimentary to the planned wayside.

- B. It is expected that these will be incorporated as requirements in development.

UTILITIES:

- A. 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 as initially proposed by Developer. Developer acknowledges that Developer may be required to include on-site sanitary treatment or disposal, or that Developer, as a condition of development, may be required to contribute to development of additional capacity within the City's infrastructure for dealing with sanitary disposal created by Developer's proposed use of the property. Any alternate disposal system would be subject to Department of Environmental Quality approval.
- B. Developer acknowledges that City is in the process of modifying its water intake system. Developer agrees to work with City in projecting water requirements. Developer, as a condition of development, may be required to contribute to development of additional source and distribution within the City's infrastructure to deal with additional water needs created by Developer's proposed use of the property.

CITY OF WESTFIR

By: _____
Mayor Date

STATE OF OREGON)
) ss.
County of Lane)

This instrument was acknowledged before me on the _____ day of _____, 1996, by Phyllis L. Julian as Mayor of the City of Westfir.

Notary Public for Oregon

BOOK 157 PAGE 1867

1ST TD FINANCIAL SERVICES
AND DEVELOPMENT

By: _____
Title Date

STATE OF OREGON)
County of Lane) ss.

This instrument was acknowledged before me on the _____ day of _____, 1996, by _____ as President of 1st TD Financial Services and Development.

Notary Public for Oregon

LANE COUNTY

By: _____
County Administrator Date

STATE OF OREGON)
County of Lane) ss.

This instrument was acknowledged before me on the _____ day of _____, 1996, by _____ as County Administrator of the County of Lane.

Notary Public for Oregon

EXHIBIT "A"

Parcels 1 and 2 of Partition Plat No. 94-PO577 as filed on September 28, 1994, Lane County Plat Records, Lane County, Oregon.

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.

ALSO EXCEPTING THEREFROM any remains of the dam included in the above described property.

ALSO, RESERVING from Parcel 1 of Partition Plat No. 94-PO577 as filed on September 28, 1994, Lane County Plat Records, Lane County, Oregon, an easement for the purpose of a roadside rest area, public recreation site, and trailhead access; and the right to develop said Parcel 1 for these purposes if the Grantee has not developed it in a manner consistent with these uses within five (5) years from the date of transfer of the herein described property.

(Assessor's Map No. 21-35-07-40, tax lots 131 and 132)

QUITCLAIM DEED

LANE COUNTY, a political subdivision of the State of Oregon, pursuant to Order No. 96-5-15-18 of the Board of County Commissioners of Lane County, releases and quitclaims to:

1ST TD FINANCIAL SERVICES AND DEVELOPMENT

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

See Attached Exhibit "A"

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.

LANE COUNTY BOARD OF COMMISSIONERS
[Handwritten signatures: Alan Dean, Sr., Cindy Weeldreyer, Steve [unclear], Eric [unclear]]

STATE OF OREGON)
) ss
COUNTY OF LANE)

On May 15, 19 96 personally appeared the above named County Commissioners for Lane County, and acknowledged the foregoing instrument to be their voluntary act. Before me:



[Handwritten signature: Sharon L. Giles]
Notary Public for Oregon

My Commission Expires 5-31-96

After recording, return to/taxes to:

EXHIBIT "A"

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(Assessor's Map No. 21-35-07-40, tax lots 131 and 132)



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

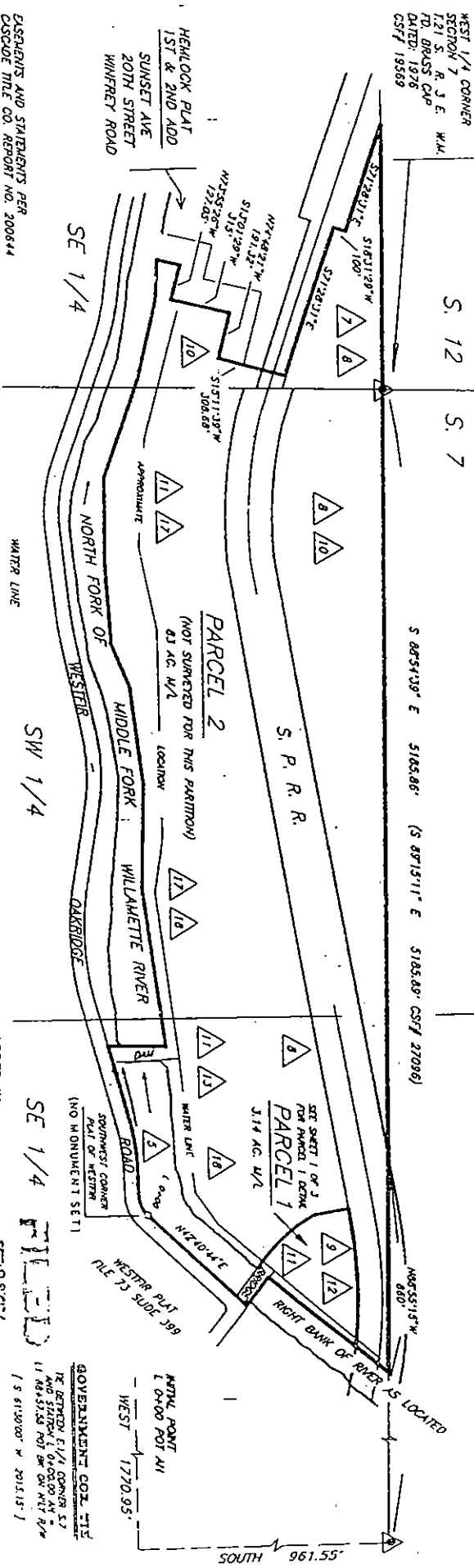
- LEGEND**
- SET 3/4" x 30' AREA WITH PLASTER CURB (LANE CO. W.M.) OR AS NOTED
 - CONTINUOUS POSITION SET 3/4" x 30' AREA WITH ALUM. CURB MARKED (LANE CO. CIVIL ENGINEER'S SHOWN)
 - ⊗ FOUND 3/4" ROD IN CO. SUR. FILE 71, SLIDE 308 (OR AS NOTED)
 - △ FOUND GOVERNMENT CORNER (SEE WORKBOOK DESCRIPTIONS) OR AS SHOWN
 - (XXX) RECORD DISTANCE AND/OR BEARING BASED UPON DATA OR SURVEY DATA

LANE COUNTY SURVEYING OFFICE
C.B. FILE NO. 244,87
FILING DATE 9-3-2017

REGISTERED PROFESSIONAL LAND SURVEYOR
K. Robert Hill
OREGON
KIMBERLY ROBERT HILL
1983

RECORDING DATE: RECORD-54 11, 1983

EAST 1/4 CORNER
SECTION 7
T.21 S. R. 3 E. W.M.
FD. BRUSS C&P
DATED: 1972 REF 4586



ESSENTIALS AND STATEMENTS PER
CASPER TIDE CO. REPORT NO. 200644
DATED AUGUST 10, 1994

13 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 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.

15 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 Willamette River.

17 Easements for ditches, culverts and slope fills and cuts, including the terms and provisions thereof, in deed to Oregon Eastern Railway Company, recorded September 7, 1905, in Book 85, Page 5, Lane County Oregon Deed Records.

18 Easements for ditches, culverts and slope fills and cuts, 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 459, Page 404, Lane County Oregon Deed Records.

19 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 459, Page 404, Lane County Oregon Deed Records.

110 Transfer of line easement, including the terms and provisions thereof, granted to Pacific Electric Cooperative, Inc., by instrument recorded June 18, 1954, in Book 2107, Lane County Oregon Deed Records.

THIS PROPERTY IS LOCATED PER THE DESCRIPTION RECORDED IN
REF. 14688, RECEPTION 8731892, LANE COUNTY, OREGON, DEED RECORDS.

Note: Easements 17, 18 and 110 provide blanket coverage to area described.

111 Water line easement, including the terms and provisions thereof, granted City of Westfir, Oregon, by instrument recorded August 20, 1979, Reception No. 7349322, Lane County Official Records.

112 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. 7349323, Lane County Official Records.

113 Water line easement, including the terms and provisions thereof, granted City of Westfir, Oregon, by instrument recorded September 29, 1980, Reception No. 8048725, Lane County Official Records.

117 Volatile and construction easement, including the terms and provisions thereof, granted City of Westfir, Oregon, by instrument recorded October 9, 1983, Reception No. 8533931, Lane County Official Records.

118 Volatile and construction easement, including the terms and provisions thereof, granted City of Westfir, Oregon, by instrument recorded November 20, 1985, Reception No. 8741974, Lane County Official Records.

LANE COUNTY DEPARTMENT OF PUBLIC WORKS

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

DATE: AUGUST 18, 1994
SCALE: 1" = 300'

GOVERNMENT CORNER
RE: BERRY E. 1/4 CORNER S. 7
AND S. 1/2, T. 21 S. R. 3 E. W.M.
11 783.53' ROD IN CO. SUR. FILE 71
1 S 61.000' W 201.15' J

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