

IN THE BOARD OF COUNTY COMMISSIONERS OF LANE COUNTY  
STATE OF OREGON

**FILED**

BOOK **158** PAGE **0766**

OCT 10 1996

COUNTY CLERK  
BY Pam DeWille

(IN THE MATTER OF ACCEPTING AN  
(OFFER AND SELLING EXCESS COUNTY-  
(OWNED REAL PROPERTY - TAX LOT  
(16-55-14-40 4400 (56398 HWY 126,  
(MCKENZIE BRIDGE).

ORDER NO. 96-10-8-8

WHEREAS, this matter now coming before the Board of County Commissioners of Lane County, and said Board deeming it in the best interest of Lane County to sell Tax Lot 16-55-14-40 4400, and

WHEREAS, said real property was purchased for road purposes in 1951, and has been declared excess and the County has no present or future need of the property; and

WHEREAS, the parcel was offered at Sheriff's Sales on January 27, 1995, March 24, 1995 and September 18, 1995. No Bids were submitted at any of the Sheriff's Sales; and

WHEREAS, in accordance with ORS 275.200, any property that is not sold at a Sheriff's Sale may be sold by a private sale; and

WHEREAS, an offer of \$17,225.00 has been submitted for the parcel by Steven A. Harbick and Katherine K. Harbick, 19837 Taylor Road, McKenzie Bridge, OR 97413. Terms of the sale to be \$5,000.00 down, the balance payable in five annual installments of \$3,225.00, including interest at 10%;

NOW THEREFORE BE IT ORDERED, that the offer be accepted and the excess County-owned real property be sold - Tax Lot 16-55-14-40 4400 - with total proceeds disbursed as collected to the following account:

Total sale proceeds - \$17,225.00 25-06-87-44411-010 (Road Fund);

IT IS FURTHER ORDERED that this Order shall be entered in the records of the Board of County Commissioners' Journal of Administration, Lane County, Oregon.

DATED this 8th day of October, 1996

[Signature]  
Chair,

Lane County Board of Commissioners

APPROVED AS TO FORM

Date 10/1/96 lane county

[Signature]  
OFFICE OF LEGAL COUNSEL

LAND SALE CONTRACT

THIS AGREEMENT, made by and between LANE COUNTY, a political subdivision of the State of Oregon, hereinafter called the COUNTY, and STEVEN A. HARBICK and KATHERINE K. HARBICK, hereinafter called PURCHASER,

WITNESSETH:

In consideration of the terms and conditions hereinafter stated, the parties agree as follows:

1. The COUNTY agrees to sell to PURCHASER and PURCHASER agrees to purchase from the COUNTY that certain tract of land described as follows:

A parcel of land lying in the Southeast one-quarter (SE 1/4) of Section 14, Township 16 South, Range 5 East of the Willamette Meridian, Lane County, Oregon, and being all of that tract of land conveyed to LANE COUNTY, a political subdivision of the State of Oregon, by that certain deed recorded August 21, 1951, in Book 443, Page 650, LANE COUNTY OREGON DEED RECORDS, described as follows:

"Beginning at a point on the Southerly right of way line on the McKenzie Highway, 214.9 feet South 66° 21' East of its intersection with the Easterly right of way line of County Road No. 56, said beginning point being 841.81 feet South and 679.49 feet West of the East quarter section corner of Section 14, Township 16 South, Range 5 East, Willamette Meridian, and running thence; South 23° 39' West, 83.0 feet; thence South 66° 21' East, 61.4 feet; thence North 23° 39' East, 83.0 feet to the Southerly line of said Highway; thence North 66° 21' West, 61.4 feet to the place of beginning, in Lane County, Oregon."

The parcel of land to which this description applies contains approximately 0.12 of an acre, more or less.

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.

2. PURCHASE PRICE AND TERMS: The purchase price of the property which PURCHASER agrees to pay shall be the sum of SEVENTEEN THOUSAND TWO HUNDRED TWENTY FIVE DOLLARS (\$17,225.00) payable as follows:

## LAND SALE CONTRACT - Page 2

- a. The sum of Five Thousand Dollars (\$5,000.00) paid upon execution of this document, receipt of which is hereby acknowledged.
- b. The balance of Twelve Thousand Two Hundred Twenty Five Dollars (\$12,225.00) shall be payable in five annual installments including interest at the rate of 10.00% per annum. Interest shall begin accruing on November 1, 1996. The first annual installment of \$3,225.00 shall be due on November 1, 1997, with subsequent payments in the amount of \$3,225.00 due on the first day of November thereafter, until the contract amount plus interest is paid in full. Any outstanding principle balance and interest shall be due and payable on November 1, 2001.
- c. A late payment fee of \$10.00 per day shall be charged on any payment not received within fifteen days of the due date. The late charge shall be calculated from the day the payment first became delinquent.
- d. PURCHASER may at any time pay off without penalty the entire balance of the purchase price remaining due, together with interest due thereon at the above specified rate to the date of payment
- e. At such time as PURCHASER has complied with all the terms of this contract, the COUNTY shall convey its interest by a Quitclaim Deed. The COUNTY shall convey its interest to STEVEN A. HARBICK and KATHERINE K. HARBICK.

3. TAXES AND LIENS: PURCHASER agrees to pay all taxes and liens hereafter levied upon the property and all public or private liens which may hereafter be imposed upon the property as the same become due and before they become delinquent. In the event PURCHASER defaults in the payment of any taxes or liens, the COUNTY may, but shall not be obligated to pay said taxes or liens on behalf of PURCHASER, all of which sums so added to the principal balance shall bear interest at the rate of 16.00% compounded annually from the date of payment by the COUNTY.

4. POSSESSION: PURCHASER shall have the possession of, and the income from the premises so long as they are not in default in the performance of their agreement with the COUNTY, but shall forfeit their rights under such agreement and to all payments made pursuant thereto if they fail to pay such purchase price or any part thereof, principal or interest, or to pay, before delinquency, the taxes thereafter levied against the premises, or commits or suffers any strip or waste of or on such premises, or violates any other reasonable provision of such agreement which the County Commissioners may see fit to require.

5. ASSIGNMENT: PURCHASER agrees that they may not assign this contract or their rights hereunder without the written consent of the COUNTY.

## LAND SALE CONTRACT - Page 3

6. **DEFAULT:** In the event PURCHASER fails to make the payments provided for herein, or any of them, punctually and under strict terms and at the times above specified, or commits or suffers any strip or waste of or on such premises, or the other terms or conditions of this contract, time of payment and strict performance being declared to be the essence of this contract, then the COUNTY at its option, shall have the right:

- a. To cancel this contract in accordance with ORS 275.220 or other applicable laws.
- b. To foreclose this contract by suit, in equity, or any other right existing by law.

In either of such cases, all of the right and interest herein created or then existing in favor of PURCHASER derived under this contract shall utterly cease and terminate, and the right to possession of the real property above described and all rights acquired by the PURCHASER shall revert to and re-vest in the COUNTY without an act of re-entry or any other act of the COUNTY to be performed, and without any right of PURCHASER of return, reclamation or compensation for monies paid on account of the purchase of said property, as absolutely, fully and perfectly as if this contract and such payments had never been made; and, in the event of such default, all payments heretofore made on this contract are to be retained by and belong to the COUNTY as the agreed and reasonable rent of said premises to the time of such default.

The COUNTY, in the event of such default, shall have the right to immediately, or at any time thereafter, enter upon the real property aforesaid without any process of law and take immediate possession thereof, together with all improvements and appurtenances thereon or thereto belonging.

7. **ATTORNEY'S FEES:** In the event suit or action is instituted to enforce any of the provisions hereof, PURCHASER agrees to pay such sum as the trial court may adjudge reasonable for the COUNTY'S attorney fees in said suit or action, and if an appeal is taken from any judgment or decree of the trial court, PURCHASER further agrees to pay such sum as the appellate court may adjudge reasonable as the COUNTY'S attorney fees on appeal, together with all costs allowed by law.

8. **CONDEMNATION:** In the event of appropriation of said real property or any portion thereof by any public or private corporation under the laws of eminent domain, the sum or sums of money received by PURCHASER in payment of said appropriation shall be forthwith paid by PURCHASER on the purchase price of said property as an additional payment over and above the regular annual payments, and other payments due as herein expressed; provided, however, that in no event shall said payments be more than the full purchase price stated herein.

9. **WAIVER:** Failure by the COUNTY at any time to require the performance by the PURCHASER of any of the provisions hereof shall in no way affect the COUNTY'S right hereunder to enforce the same, nor shall any waiver by the COUNTY of any breach be held to be a waiver of any succeeding breach or a waiver of this Non-Waiver Clause.

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10. SUCCESSOR INTEREST: The covenants, conditions and terms of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, administrators, executors, and assigns of the parties hereto; provided, however, that nothing contained in this paragraph shall alter the restrictions hereinabove contained relating to assignments.

11. TITLE POLICY: Title insurance, if any, shall be purchased at PURCHASER'S election and at PURCHASER'S expense.

12. NOTICES: Notices and payments to COUNTY shall be sent to the following address: Lane County Public Works, 3040 Delta Highway, Eugene, Oregon 97408 Attn: Real Estate Section. Notices to PURCHASER shall be sent to the following address: Steven and Katherine Harbick, 19837 Taylor Road, McKenzie Bridge, Oregon 97413.

13. CONDITION: The property is being conveyed in its present, as is condition. PURCHASERS acknowledge they have inspected the property themselves, and have not relied on any representations, expressed or implied, written or oral, made by COUNTY.

14. HEADINGS: The headings herein contained are for reference only and are not to be construed as part of this Agreement.



Send Tax Statements to:

BOOK **158** PAGE **0772**

Steven A. Harbick and Katherine K. Harbick  
19837 Taylor Road  
McKenzie Bridge, Oregon 97413

16-55-14-40 4400

**QUITCLAIM DEED**

LANE COUNTY, a political subdivision of the State of Oregon, hereinafter called GRANTOR, for the true and actual consideration of Seventeen Thousand Two Hundred Twenty Five Dollars, does hereby release and quitclaim to STEVEN A. HARBICK and KATHERINE K. HARBICK, all its rights, title and interest in that real property situated in Lane County, State of Oregon, as referenced and described as follows:

A parcel of land lying in the Southeast one-quarter (SE 1/4) of Section 14, Township 16 South, Range 5 East of the Willamette Meridian, Lane County, Oregon, and being all of that tract of land conveyed to LANE COUNTY, a political subdivision of the State of Oregon, by that certain deed recorded August 21, 1951, in Book 443, Page 650, LANE COUNTY OREGON DEED RECORDS, described as follows:

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The parcel of land to which this description applies contains approximately 0.12 of an acre, more or less.

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 interest to the property should check with the appropriate City or County Planning Department to verify approved uses.

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IN WITNESS WHEREOF, the undersigned have executed this instrument this 8th day of October, 1996.

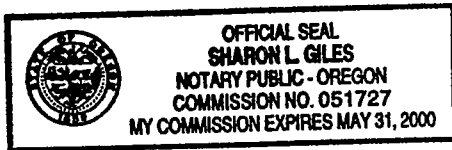
Bobby Green Sr  
Cindy Weeldreyer  
Ellie Dumdi

Jerry Rust

STATE OF OREGON )  
                          ) ss.  
County of Lane )

On October 8, 1996, 1996, personally appeared Bobby Green, Sr.,  
Cindy Weeldreyer, Ellie Dumdi and Jerry Rust

who, duly being sworn, did say that they are members of the Board of Commissioners of Lane County, Oregon and that said instrument was signed and sealed in behalf of Lane County by authority of its Board of Commissioners; and they acknowledged said instrument to be its voluntary act and deed. Before me:



Sharon L. Giles  
Notary Public for Oregon

My Commission Expires: 5-31-2000

APPROVED AS TO FORM  
Date 10/1/96 Lane County  
Jerome J. Huber  
OFFICE OF LEGAL COUNSEL