

IN THE BOARD OF COUNTY COMMISSIONERS OF LANE COUNTY, OREGON

BOOK 157 PAGE 0564

ORDER NO. 95-12-13-9

IN THE MATTER OF AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE AN OPTION TO PURCHASE/SALE AGREEMENT WITH JEF P. JALOF FOR SURPLUS, COUNTY OWNED REAL PROPERTY (MAP # 19-01-14-23 LOTS 5700, 5900, AND 6000; ADJACENT TO 53 E. MAIN STREET, LOWELL).

**FILED**

DEC 20 1995

**COUNTY CLERK**  
BY *Tom DeWalle*

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:

Block 13, Lots 7,8,9,10,13,14,15,16,17, and 18, Lowell, as platted and recorded on Page 37, Volume 4, Lane County Plat Records, Lane County, Oregon

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, to facilitate the sale of said property, the Board has deemed it in the best interest of Lane County to enter into an Option to Purchase/Sale Agreement and the Board being fully advised in the premises, and

WHEREAS, tax lots 5700, 5900, and 6000 were offered at Sheriff's sales on December 6, 1993, April 13, 1989, and January 25, 1993 with minimum bids of \$8,500, \$8000, and \$13,910 respectively and remained unsold at the close of sale with no bids received,

IT IS HEREBY ORDERED, that pursuant to ORS 275.200 the real property be sold to Jef P. Jalof under the terms of the attached Option to Purchase/Sale Agreement, that the County Administrator be authorized to execute said agreement and that the proceeds be disbursed through account # 28-1870-444411-070.

IT IS FURTHER ORDERED that the Board of County Commissioners shall execute a Quitclaim Deed for said real property if the purchase option is exercised prior to expiration of the agreement, and that the sale proceeds be disbursed pursuant to ORS 275.275.

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

DATED this 13th day of December, 1995.

*Ellie Juandi*  
Chair, Board of County Commissioners

APPROVED AS TO FORM  
Date 12/5/95 Lane County  
*James J. White*  
OFFICE OF LEGAL COUNSEL

**OPTION TO PURCHASE/SALE AGREEMENT**

LANE COUNTY, a political subdivision of the State of Oregon, hereinafter called the COUNTY, and JEF P. JALOF, hereinafter called PURCHASER, do hereby agree to enter into an OPTION TO PURCHASE/SALE AGREEMENT on this \_\_\_\_ day of \_\_\_\_\_, 1995, for those certain tracts of land identified as Assessor's map # 19-01-14-23-05700, 19-01-14-23-05900, and 19-01-14-23-06000, and more particularly described as:

Block 13, Lots 7, 8, 9, 10, 13, 14, 15, 16, 17, and 18, LOWELL, as platted and recorded on Page 37, Volume 4 Lane County Plat Records, Lane County, Oregon.

**R E C I T A L S**

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 the condition of title, applicable uses, ability to secure development permits and other related issues.

D. To facilitate the sale of said property, COUNTY is willing to grant a period of time for the PURCHASER to investigate said property to determine its feasibility for development and to grant an option to purchase said property under the terms and conditions set forth in this agreement.

**A G R E E M E N T**

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 TWO HUNDRED DOLLARS (\$200.00) 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. 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 agent shall hold the COUNTY harmless from all claims that may arise due to PURCHASER'S or its agents' conduct on the property.

5. 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.

The COUNTY agrees to provide to PURCHASER any reports, investigation or other documents in its possession regarding the real property upon the reasonable request of PURCHASER.

6. Exercise of Option. PURCHASER shall notify the COUNTY in writing on or before the expiration of the option period of its intention to execute said option.

7. Extension. PURCHASER may extend the option period for an additional thirty (30) days by notifying the COUNTY in writing of its intention to do so. Cost for said extension shall be \$200.00

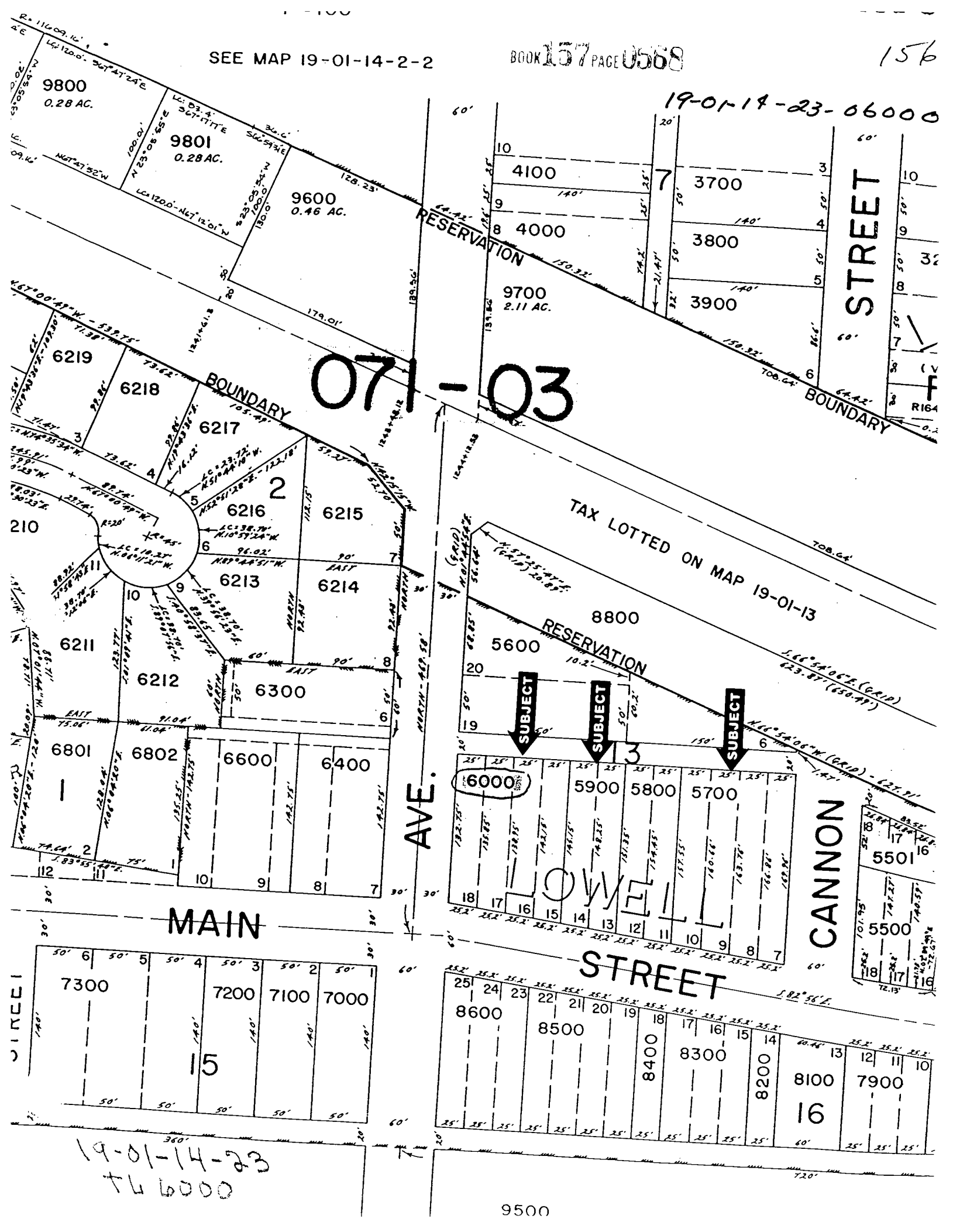
8. Terms of Sale. Should the PURCHASER choose to exercise its option to purchase the property, the sale will transpire under the following terms and conditions:

- a. The purchase price shall be \$28,500.00 which shall be paid as follows:
  - i. The \$200.00 paid to COUNTY by PURCHASER herewith shall be credited to the purchase price.
  - ii. The balance of \$28,300.00 shall be paid by Cashier's Check to the COUNTY upon delivery by COUNTY to PURCHASER OF A DEED as described below.
- b. COUNTY shall deliver to PURCHASER a Quitclaim Deed conveying the property to PURCHASER or as otherwise set forth in Section 8f hereinbelow.
- c. All costs of title insurance for the benefit of PURCHASER, recording fees, and escrow, if any, shall be paid by PURCHASER.
- d. Payment of the purchase price and delivery of the deed shall occur within fifteen (15) days of the date of exercise of the option by PURCHASER.
- e. PURCHASER shall be entitled to possession of the real property upon recordation of the Quitclaim Deed.



19-01-14-23-06000

071-03



RESERVATION

TAX LOTTED ON MAP 19-01-13

RESERVATION

SUBJECT

SUBJECT

SUBJECT

STREET

AVE.

MAIN

STREET

CANNON

OWELL

19-01-14-23  
74 6000

9500