

IN THE BOARD OF COUNTY COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO.)	IN THE MATTER OF AUTHORIZING THE COUNTY ADMINISTRATOR
)	TO EXECUTE A PURCHASE OPTION AGREEMENT WITH RICHARD
95-5-16-9)	& BRATIS FIRTH FOR SURPLUS COUNTY-OWNED REAL PROPERTY
)	(MAP #21-02-14-00-00200, ADJACENT TO 36760 SHORE VIEW DRIVE,
)	DORENA)

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 Attached Exhibit "A"

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 the terms of the Option to Purchase/Sale Agreement call for a 120 day option period at a cost of \$200, with the sale price of the property to be \$10,000 cash.

WHEREAS said property was offered at a Sheriff's sale on November 30, 1994 for a minimum bid of \$14,510 and remained unsold with not bids received at the close of the sale,

IT IS HEREBY ORDERED that pursuant to ORS 275.200, ORS 275.275 and ORS 275.190, the County Administrator be authorized to execute an Option to Purchase/Sale Agreement with Richard K. and Bratis L. Firth, and that the proceeds be disbursed through the Foreclosure Fund (28-1870-44411-070).


IT IS FURTHER ORDERED, that the Board of County Commissioners shall execute a Quitclaim Deed if said Option is exercised, and the other proceeds 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.

FILED

DATED this 16th day of May, 1995.

MAY 23 1995

APPROVED AS TO FORM
 Date 5/10/95 Lane County

 OFFICE OF LEGAL COUNSEL


 Chair, Board of County Commissioners

COUNTY CLERK
 BY 

IN THE MATTER OF AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A PURCHASE OPTION AGREEMENT WITH RICHARD & BRATIS FIRTH FOR SURPLUS COUNTY-OWNED REAL PROPERTY (MAP #21-02-14-00-00200, ADJACENT TO 36760 SHORE VIEW DRIVE, DORENA)

E X H I B I T "A"

A portion of the JAMES R. HOBSON DONATION LAND CLAIM No 42, and Government Lot 2, all lying in the East one-half of Section 14, Township 21 South, Range 2 West of the Willamette Meridian, Lane County, Oregon, described as follows:

Beginning at the southwest corner of the JAMES R. HOBSON DONATION LAND CLAIM No. 42 in Section 14 in said Township and Range; thence North $00^{\circ} 00' 50''$ West on the west line of said claim a distance of 125.54 feet to a point that is 60 feet distant southwesterly, when measured at right angles, from the center line survey of the relocated County Road - Left Bank at Engineer's Station 247 + 31.37; thence South $53^{\circ} 56' 45''$ East, parallel with and 60 feet distant Southwesterly from said center line a distance of 118.63 feet to a point opposite Station 248 + 50; thence South $36^{\circ} 03' 15''$ West 10 feet to a point opposite and 70 feet distant Southwesterly from Station 248 + 50; thence South $53^{\circ} 56' 45''$ East, parallel with and 70 feet distant Southwesterly from said center line a distance of 89.8 feet to a point opposite Station 249 + 39.8 P.C.; thence Southeasterly, concentric with and 70 feet distant Southwesterly from said center line, on a curve to the right having a radius of 646.2 feet a distance of 54.32 feet to a point opposite Station 250 + 00; thence North $40^{\circ} 52' 15''$ East 30 feet to a point opposite and 40 feet distant Southwesterly from Station 250 + 00; thence Southeasterly, from a tangent which bears South $49^{\circ} 07' 45''$ East, concentric with and 40 feet distant Southwesterly from said center line, on a curve to the right having a radius of 676.2 feet a distance of 141.15 feet to a point opposite Station 251 + 49.5; thence South $89^{\circ} 26' 20''$ West a distance of 322.09 feet to U. S. Monument No. 14-7 on the west line of Government Lot 2 of Section 14 in said Township and Range; thence North $00^{\circ} 00' 50''$ West on the west line of said Lot 2 a distance of 125 feet to the Point of Beginning.

EXCEPT THEREFROM: That portion conveyed to Lane County, Oregon for road purposes recorded on May 24, 1991, Reel 1697, Reception No. 91-24249, Official Records of Lane County, Oregon.

(Map 21-02-14-00-00200)

OPTION TO PURCHASE/SALE AGREEMENT

BOOK 155 PAGE 2244

LANE COUNTY, a political subdivision of the State of Oregon, hereinafter called the COUNTY, and Richard K. and Bratis L. Firth, hereinafter called PURCHASER, do hereby agree to enter into an **OPTION TO PURCHASE/SALE AGREEMENT** on this ____ day of _____, 1995 for that certain tract of land described as follows: See attached Exhibit "A". Said tract of land is also identified by Assessor's map # ~~18-04-13-00-01405~~. *21-02-14-00-00200 J.T.*

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 secure permits for construction or placement of a dwelling is unknown at this time.
- D. To facilitate the sale of said tract of land the COUNTY is willing to grant a period of time for the PURCHASER to determine the feasibility of securing the appropriate construction permits and to otherwise investigate said property and to grant an option to purchase said tract of land 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 one hundred and twenty (120) 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 his agents access to the subject property for the purpose of conducting necessary evaluations, however, PURCHASER and his agents shall hold the COUNTY harmless from all claims that may arise due to PURCHASER'S or his 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.

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 sixty (60) days by notifying the COUNTY in writing of its intention to do so. Cost for said extension shall be \$50.

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 for the property shall be **Ten Thousand Dollars (\$10,000)** cash (cashier's check or equivalent. No personal or business checks).
- B. All monies paid in consideration for this option agreement shall be applied to the purchase price.
- C. COUNTY shall convey its interest in the property via a Quitclaim Deed.
- D. PURCHASER shall remit to COUNTY all monies owed within thirty (30) days of the postmark date of a mailed notice which informs PURCHASER that COUNTY is prepared to deliver the Quitclaim Deed.
- E. PURCHASER shall be responsible for the costs of recording documents.
- F. PURCHASER shall be responsible for securing title insurance if such insurance is desired.

E X H I B I T "A"

A portion of the JAMES R. HOBSON DONATION LAND CLAIM No 42, and Government Lot 2, all lying in the East one-half of Section 14, Township 21 South, Range 2 West of the Willamette Meridian, Lane County, Oregon, described as follows:

Beginning at the southwest corner of the JAMES R. HOBSON DONATION LAND CLAIM No. 42 in Section 14 in said Township and Range; thence North $00^{\circ} 00' 50''$ West on the west line of said claim a distance of 125.54 feet to a point that is 60 feet distant southwesterly, when measured at right angles, from the center line survey of the relocated County Road - Left Bank at Engineer's Station 247 + 31.37; thence South $53^{\circ} 56' 45''$ East, parallel with and 60 feet distant Southwesterly from said center line a distance of 118.63 feet to a point opposite Station 248 + 50; thence South $36^{\circ} 03' 15''$ West 10 feet to a point opposite and 70 feet distant Southwesterly from Station 248 + 50; thence South $53^{\circ} 56' 45''$ East, parallel with and 70 feet distant Southwesterly from said center line a distance of 89.8 feet to a point opposite Station 249 + 39.8 P.C.; thence Southeasterly, concentric with and 70 feet distant Southwesterly from said center line, on a curve to the right having a radius of 646.2 feet a distance of 54.32 feet to a point opposite Station 250 + 00; thence North $40^{\circ} 52' 15''$ East 30 feet to a point opposite and 40 feet distant Southwesterly from Station 250 + 00; thence Southeasterly, from a tangent which bears South $49^{\circ} 07' 45''$ East, concentric with and 40 feet distant Southwesterly from said center line, on a curve to the right having a radius of 676.2 feet a distance of 141.15 feet to a point opposite Station 251 + 49.5; thence South $89^{\circ} 26' 20''$ West a distance of 322.09 feet to U. S. Monument No. 14-7 on the west line of Government Lot 2 of Section 14 in said Township and Range; thence North $00^{\circ} 00' 50''$ West on the west line of said Lot 2 a distance of 125 feet to the Point of Beginning.

EXCEPT THEREFROM: That portion conveyed to Lane County, Oregon for road purposes recorded on May 24, 1991, Reel 1697, Reception No. 91-24249, Official Records of Lane County, Oregon.

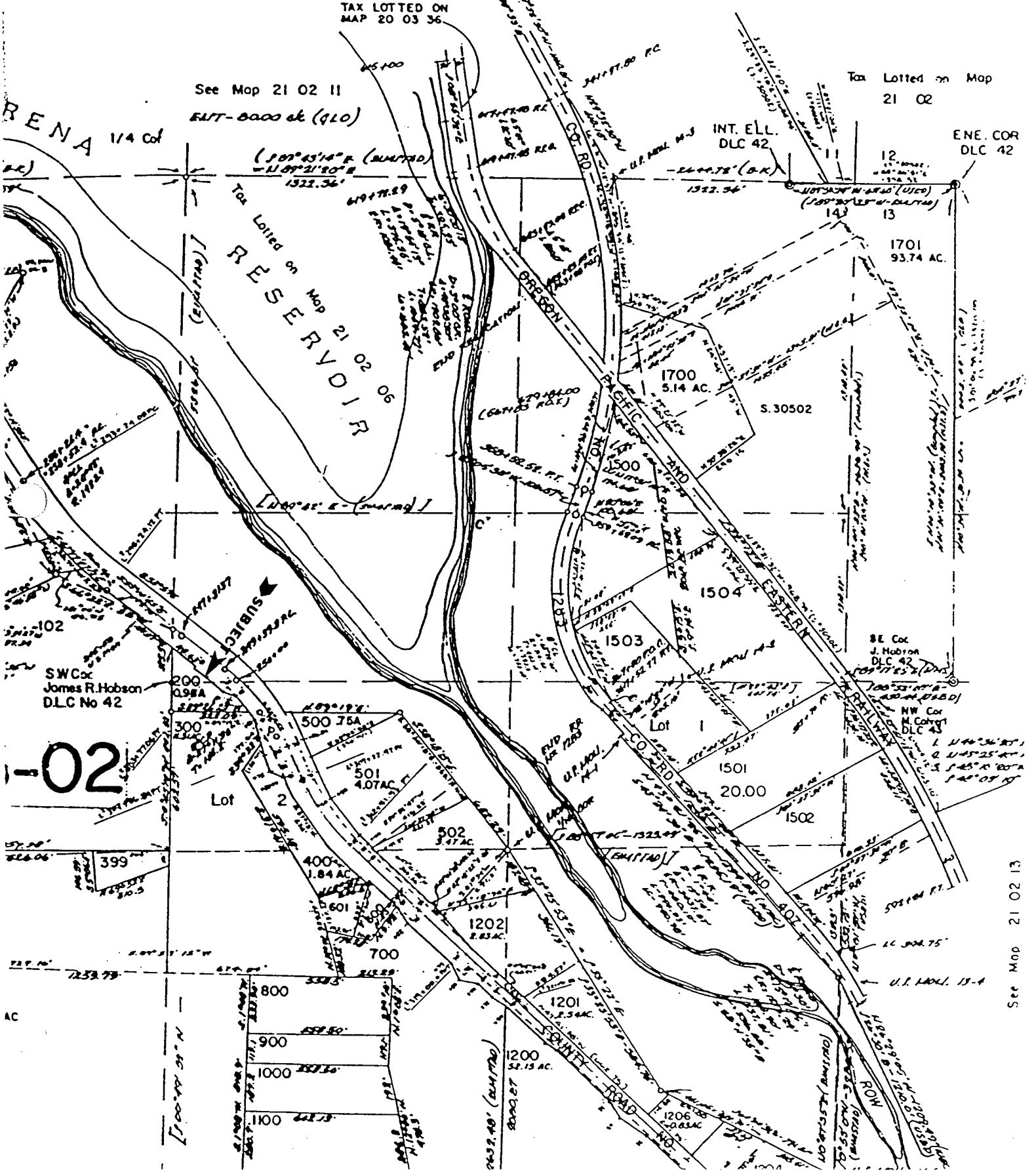
(Map #21-02-14-00-00200)

1"=400'

Subject Property: 21-02-14-00-00200

11-5-92 On 1701 & 1700
9-29-94 - 403 TAX LOTTED ON
TS RR

BOOK 155 PAGE 2248



See Map 21 02 13