

IN THE BOARD OF COUNTY COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO. ORDER/IN THE MATTER OF AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE AN OPTION TO PURCHASE AGREEMENT WITH LEE P. EVERETT FOR THE SALE OF COUNTY OWNED REAL PROPERTY IDENTIFIED AS MAP NO. 18-04-12-12-00105 (ADJACENT TO 1689 ARDENDALE, EUGENE)

97-7-30-1

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:

Lot 5, TARA HILLS, as platted and recorded in File 72, Slide 113, Lane County Plat Records, Lane County, Oregon. EXCEPTING THEREFROM that portion conveyed to the City of Eugene recorded on Reel 869, Reception No. 7767336

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 November 30, 1994 for a minimum bid of \$16,000 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 Lee P. Everett substantially similar to attached exhibit "A"; 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	(28-1870-44411-070)	\$7,817.86
General Fund	(24-1870-43370-060)	182.14

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

DATED this 30 day of July, 1997.

Cindy Weeldreyer
Chair, Board of County Commissioners

FILED

AUG 01 1997

COUNTY CLERK
BY *M. Bulding*

IN THE MATTER OF AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE AN OPTION TO PURCHASE AGREEMENT WITH LEE P. EVERETT FOR THE SALE OF COUNTY OWNED REAL PROPERTY IDENTIFIED AS MAP NO. 18-04-12-12-00105 (ADJACENT TO 1689 ARDENDALE, EUGENE)

APPROVED AS TO FORM
Date 7-22-97 Lane County
Teresa J. [Signature]
OFFICE OF LEGAL COUNSEL

PURCHASE OPTION/SALE AGREEMENT - EVERETT/LANE COUNTY

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OPTION TO PURCHASE/SALE AGREEMENT

LANE COUNTY, a political subdivision of the State of Oregon, hereinafter called COUNTY, and LEE P. EVERETT, 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 # 18-04-12-12-00105 and more particularly described as:

Lot 5, TARA HILLS, as platted and recorded in File 72, Slide 113, Lane County Plat Records, Lane County, Oregon. EXCEPTING THEREFROM that portion conveyed to the City of Eugene recorded on Reel 869, Reception No. 7767336

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, condition 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 the latest date of execution of this agreement by either COUNTY or PURCHASER.
- 3. **CONSIDERATION.** PURCHASER shall pay COUNTY the sum of FIVE HUNDRED (\$500) 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 EIGHT THOUSAND (\$8,000.00) cash payable to Lane County. Payment to COUNTY shall be by cashier's check, certified check, money order or check drawn on the account of the escrow agent handling the closing. No personal or business checks will be accepted. Moneys paid in consideration of this option agreement, and extensions thereof, shall be applied to the purchase price if purchase option is exercised.

5. **EXERCISE OF OPTION.** PURCHASER shall notify COUNTY in writing on or before the expiration of the option period, or extensions thereof, of its intention to execute said option.
6. **EXTENSION.** PURCHASER may extend the option for an additional THIRTY (30) day period by notifying COUNTY in writing, on or before the expiration of the initial option period, of its intention to do so. Cost for said 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. 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. 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. **CLOSING.** Closing shall occur within 30 days from the effective date of PURCHASER'S written notice exercising its purchase option. Upon payment by PURCHASER to COUNTY of the purchase price, plus applicable recording fees, COUNTY shall deliver to PURCHASER a recorded Quitclaim Deed conveying COUNTY'S interest in the subject property to PURCHASER. 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.
9. **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 the COUNTY harmless from all claims that may arise due to PURCHASER'S or its agents' conduct on the property.
10. **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. PURCHASER shall return the property to the same condition as it was prior to any actions by PURCHASER. COUNTY shall have the right to review and approve all activities and work being conducted on the property prior to any action by PURCHASER. Reasonable approval will not be withheld and will be given in a timely manner.

PURCHASE OPTION/SALE AGREEMENT - EVERETT/LANE COUNTY

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11. WAIVER. Failure by 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.

12. 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: Lee P. Everett
4135 Alder
Eugene, OR 97405

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

13. 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 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.

PURCHASE OPTION/SALE AGREEMENT - EVERETT/LANE COUNTY

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

DATED:

7-1-97

PURCHASER:

[Signature]

STATE OF OREGON)

County of Lane) ss)

On 7-1, 1997, personally appeared the above mentioned Lee P. Everett and acknowledged the foregoing instrument to be their voluntary act. Before me:



Sam Fox
Notary Public for Oregon
My Commission Expires: 12/05/99

DATED:

COUNTY:

WILLIAM VAN VACTOR
ADMINISTRATOR, LANE COUNTY:

Pursuant to Order No. _____

STATE OF OREGON)

County of Lane) ss)

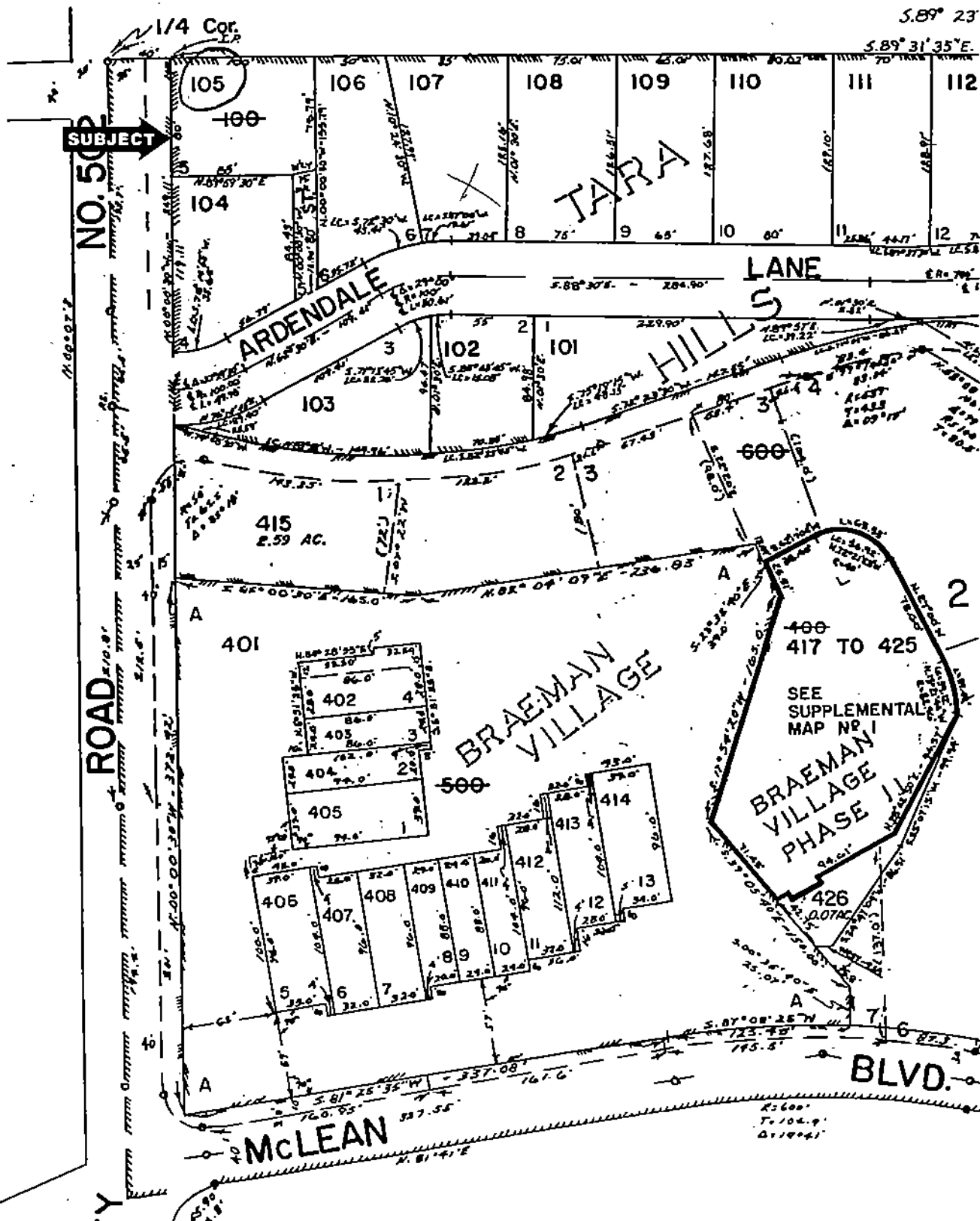
On _____, 19 __, personally appeared the above-named Lane County Administrator, and acknowledged the foregoing instrument to be their voluntary act. Before me:

Notary Public for Oregon
My Commission Expires: _____

18-04-12-12
74 105

SEE MAP 18 -

See Map 18 04 12 2



SUBJECT

NO. 502 ROAD

ROAD

MCLEAN BLVD.

ARNDALE LANE

TARA HILLS

BRAEMAN VILLAGE

BRAEMAN VILLAGE PHASE II

105 106 107 108 109 110 111 112

104 103 102 101

401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 426

1/4 Cor.

S. 89° 23'

S. 89° 31' 35" E.

LANE

HILLS

2

SEE SUPPLEMENTAL MAP NO. 1

BLVD.

R=600
T=104.9
O=194.1