

IN THE BOARD OF COUNTY COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO.) IN THE MATTER OF AUTHORIZING THE COUNTY ADMINISTRATOR
95-2-7-14) TO EXECUTE A PURCHASE OPTION/SALE AGREEMENT WITH
) LONNIE HAMM FOR COUNTY-OWNED REAL PROPERTY (MAP #15-
) 01-21-00-00516, ADJACENT TO 39498 LUZKOW LANE, MARCOLA)

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 90 day option period at a cost of \$200 with the sale price of the property to be \$17,500, financed on a five year Land Sale Contract,

WHEREAS said property was offered at a Sheriff's sale on January 25, 1993 for a minimum bid of \$19,870 and remained unsold with no bids received at the close of said 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 Lonnie Hamm, and that the proceeds from said option agreement be disbursed through the Foreclosure Fund (28-1870-44411-070).

IT IS FURTHER ORDERED, that the Board of County Commissioners shall execute the Land Sale Contract and Quitclaim Deed if said Option is exercised, and that the sale proceeds be disbursed as follows:

Table with 3 columns: Fund Name, Account Number, and Amount. Foreclosure Fund (28-1870-44411-070) \$ 17,374.90; General Fund (24-1789-13370-010) 125.10

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

FILED

DATED this 7th day of February, 1995.

FEB 9 1995

APPROVED AS TO FORM
Date: 1/31/95
Jesse Julibon
OFFICE OF CLERK

Ellic Dumbi
Chair, Board of County Commissioners
COUNTY CLERK
Dennis Dubois

IN THE MATTER OF AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A PURCHASE OPTION/SALE AGREEMENT WITH LONNIE HAMM FOR COUNTY-OWNED REAL PROPERTY (MAP #15-01-21-00-00516, ADJACENT TO 39498 LUZKOW LANE, MARCOLA)

EXHIBIT "A"

Commencing at a 5/8 inch iron rod marking the Northwest corner of the South half of the Northeast quarter of Section 21, Township 15 South, Range 1 West of the Willamette Meridian in Lane County, Oregon; run thence 440.00 feet South $0^{\circ}06'48''$ West and 1424.00 feet South $89^{\circ}42'18''$ East to a 1/2 inch iron rod marking the point of beginning of this parcel; thence South $89^{\circ}42'18''$ East 386.27 feet to a 1/2 inch iron rod on the West line of Howard Road; thence North $16^{\circ}17'30''$ West 166.19 feet along the Easterly line of a 50.00 foot wide public road to a 1/2 inch iron rod; thence along the arc of a 50.00 foot radius curve left (the chord of which bears North $52^{\circ}59'54''$ West 59.77 feet) a distance of 64.06 feet to a 1/2 inch iron rod on the Southerly line of said public road; thence along said Southerly line North $89^{\circ}42'18''$ West 248.99 feet to a 1/2 inch iron rod; thence leave said road and run South $12^{\circ}25'46''$ 199.45 feet to the point of beginning, in Lane County, Oregon.

(Map 15-01-21-00-00516)

OPTION TO PURCHASE/SALE AGREEMENT

BOOK **155** PAGE **1457**

LANE COUNTY, a political subdivision of the State of Oregon, hereinafter called the COUNTY, and Lonnie Hamm, hereinafter called PURCHASER, do hereby agree to enter into an OPTION TO PURCHASE/SALE AGREEMENT on this 25th day of January, 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 # 15-01-21-00-00516.

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 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 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 thirty (30) days by notifying the COUNTY in writing of its intention to do so. Cost for said extension shall be \$100.

8. **TERMS OF SALE.** Should the PURCHASER choose to exercise its option to purchase the property the sale will transpire under the terms and conditions of the attached Land Sale Contract (Exhibit "B") which shall be part of this agreement.

- A. All monies paid in consideration for this option agreement shall be applied to the required down payment for the Land Sale Contract. Should PURCHASER elect to remit the full purchase price at closing, monies paid in consideration for this option agreement shall be applied to the purchase price.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

BOOK 155 PAGE 1459

DATED:

1-25-95

PURCHASER:

Louise L. Hamm

STATE OF OREGON)
) ss
County of Lane)

On January 25, 1995, personally appeared the above mentioned Louise L. Hamm and acknowledged the foregoing instrument to be their voluntary act. Before me:



Christa Pruett
Notary Public for Oregon
My Commission Expires: 1-28-95

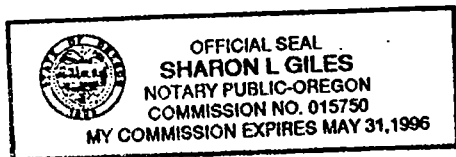
February 7, 1995
Date

WILLIAM VAN VACTOR
ADMINISTRATOR, LANE COUNTY:

Will V

STATE OF OREGON)
) ss
County of Lane)

On February 7, 1995, personally appeared the above-named Lane County Administrator, and acknowledged the foregoing instrument to be their voluntary act. Before me:



Sharon L. Giles
Notary Public for Oregon
My Commission Expires: 5-31-96

EXHIBIT "A"

Commencing at a 5/8 inch iron rod marking the Northwest corner of the South half of the Northeast quarter of Section 21, Township 15 South, Range 1 West of the Willamette Meridian in Lane County, Oregon; run thence 440.00 feet South $0^{\circ}06'48''$ West and 1424.00 feet South $89^{\circ}42'18''$ East to a 1/2 inch iron rod marking the point of beginning of this parcel; thence South $89^{\circ}42'18''$ East 386.27 feet to a 1/2 inch iron rod on the West line of Howard Road; thence North $16^{\circ}17'30''$ West 166.19 feet along the Easterly line of a 50.00 foot wide public road to a 1/2 inch iron rod; thence along the arc of a 50.00 foot radius curve left (the chord of which bears North $52^{\circ}59'54''$ West 59.77 feet) a distance of 64.06 feet to a 1/2 inch iron rod on the Southerly line of said public road; thence along said Southerly line North $89^{\circ}42'18''$ West 248.99 feet to a 1/2 inch iron rod; thence leave said road and run South $12^{\circ}25'46''$ 199.45 feet to the point of beginning, in Lane County, Oregon.

(Map 15-01-21-00-00516)