

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 15-07-14-06

IN THE MATTER OF AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A PURCHASE OPTION AGREEMENT WITH JAMES D. CHITWOOD FOR COUNTY OWNED PROPERTY IDENTIFIED AS MAP NO. 21-35-18-14-00900, 76433 THATCHER LN., OAKRIDGE

WHEREAS this matter now coming before the Lane County Board of Commissioners and the Board deeming it in the best interest of Lane County to enter into a purchase option agreement for the following real property

That parcel of land in the NE ¼ of Section 18, Township 21 South, Range 3 East of the Willamette Meridian, Starting at a point 626.6 feet from the NE ¼ corner os Section 18, along the South line, and 208 feet North from said center Section line; running thence North 120.0 feet, thence East 140.0 feet, thence South 120.0 feet thence West 140.0 feet to the place of beginning, all in Lane County, Oregon.

WHEREAS the real property is owned by Lane County and is not needed for County purposes

WHEREAS the real property was offered at a Sheriff's sale on April 30, 2015 with a minimum bid of \$8,000 and remained unsold at the close of the sale with no bids received.

NOW, THEREFORE, the Board of County Commissioners of Lane County **ORDERS** as follows:

1. Pursuant to ORS Chapter 275.200 the County Administrator is authorized to execute a purchase option agreement substantially similar to attached Exhibit "A".
2. The Board Chair is authorized to execute a Quitclaim Deed if the purchase option is exercised.
3. That the proceeds be disbursed through the tax foreclosure fund.

ADOPTED THIS 14th day of July, 2015



Jay Bozievich, Chair
Lane County Board of Commissioners

APPROVED AS TO FORM

Date


LANE COUNTY OFFICE OF LEGAL COUNSEL

EXHIBIT "A"

OPTION TO PURCHASE/SALE AGREEMENT

LANE COUNTY, a political subdivision of the State of Oregon, hereinafter called COUNTY, and JAMES D. CHITWOOD, 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 # 21-35-18-14-00900 and more particularly described as:

That parcel of land in the NE1/4 of Section 18, Township 21 South, Range 3 East of the WM. Starting at a point 626.6 feet from the NE ¼ corner of Section 18, along the South line, and 208 feet North from said center section line; running thence North 120.0 feet, thence East 140.0 feet, thence South 120.0 feet, thence West, 140.0 feet to the place of beginning.

RECITALS

- A. COUNTY is the owner of the property due to foreclosure for non-payment of property taxes.
- B. COUNTY wishes to sell the property and PURCHASER wishes to buy the property from COUNTY.
- C. The dwelling on the property has sustained substantial fire damage and will require demolition.
- D. To facilitate the sale of the property, COUNTY is willing to grant a period of time for PURCHASER to investigate the property to determine its feasibility for purchase and to grant an option to purchase the 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 will begin upon full execution of this agreement and will end at midnight, August 31, 2015.
3. **CONSIDERATION.** PURCHASER will pay COUNTY the sum of **SEVEN HUNDRED (\$700)** for the purchase option payable upon execution of this agreement. The sum is **not** refundable should PURCHASER choose not to exercise their purchase option for any reason.
4. **PURCHASE PRICE.** The purchase price of the property will be **EIGHT THOUSAND DOLLARS (\$8,000) cash** payable to Lane County.
5. **EXERCISE OF OPTION.** PURCHASER will notify COUNTY in writing on or before the expiration of the option period of its intention to execute its purchase option.

6. **TITLE.** The property will be sold on an "as is, where is, with all faults basis". 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 will be PURCHASER'S obligation to investigate the status of title to the subject property. The COUNTY will convey its interest in the property with a QUITCLAIM DEED. Title insurance, if any, will be at the option and expense of PURCHASER.

7. **CLOSING.** Closing will occur within 30 days from the effective date of PURCHASER'S written notice exercising its purchase option. Upon payment of \$8,000 purchase price the COUNTY will deliver to PURCHASER Quitclaim Deed conveying COUNTY'S interest in the subject property to PURCHASER. All moneys paid to COUNTY in consideration for this option agreement will be applied to the purchase price. Should PURCHASER wish to close the transaction through an escrow agent, PURCHASER will inform COUNTY where to deliver the Quitclaim Deed. PURCHASER will deposit with the escrow agent the funds required to close the transaction and execute any required documents to effect the closing. COUNTY will deliver the Quitclaim Deed, to the escrow agent with instructions to deliver it to PURCHASER upon receipt of the required payment to COUNTY. COUNTY will execute any required documents to effect the closing. PURCHASER will bear all costs associated with the closing of the transaction.

8. **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 will hold the COUNTY harmless from any and all claims that may arise due to PURCHASER'S or its agents' conduct on , or investigation of, the property.

9. **TESTING PROCEDURES.** PURCHASER will be responsible for conducting all testing procedures for evaluating the condition of the property. Such procedures will 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 will return the property to the same condition as it was prior to any actions by the PURCHASER. The COUNTY will 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.

10. **WAIVER.** Failure by the COUNTY or PURCHASER to enforce any right under this agreement will not be deemed to be a waiver of that right or of any other right.

11. **NOTICES.** All notices required or permitted to be given will be in writing and will 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: James Chitwood
PO Box 466
Oakridge, OR 97463

To COUNTY: Jeff Turk

Lane County/Property Management
3050 N. Delta Hwy.
Eugene, OR 97408

12. APPROVALS. PURCHASER will have the right to apply for and obtain any governmental approvals to use and develop the subject property as PURCHASER may desire. COUNTY, in its capacity as owner of the subject property, will assist and cooperate with PURCHASER in obtaining such approvals. Such cooperation will 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 will not be unreasonably withheld. All costs and expenses incurred with respect to such approvals will be paid by PURCHASER.

13. INDEMNIFICATION. PURCHASER agrees to indemnify and hold COUNTY, its Commissioners, officers, employees and agents harmless from any and all claims, damages, liability or loss resulting from PURCHASER'S investigation of, or activities on the property.

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

DATED:

PURCHASER:

James D. Chitwood

STATE OF OREGON)
) ss
County of Lane)

On _____, 20 ____ personally appeared the above mentioned _____ and acknowledged the foregoing instrument to be their voluntary act. Before me:

Notary Public for Oregon
My Commission Expires: _____

DATED:

COUNTY:

Steve Mokrohisky
COUNTY ADMINISTRATOR

Pursuant to Order No. _____

STATE OF OREGON)
) ss
County of Lane)

On _____, 20 ____, 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: _____

