

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 18-04-17-06

IN THE MATTER OF AUTHORIZING THE
COUNTY ADMINISTRATOR TO EXECUTE
A PURCHASE OPTION AGREEMENT
WITH MICHAEL DREWS AND BRENDA
DREWS FOR COUNTY OWNED
PROPERTY IDENTIFIED AS MAP NO. 18-
02-05-24-08202

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 sell the following real property which was acquired through tax foreclosure, to wit:

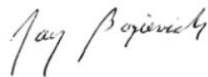
See Attached Exhibit "A"

WHEREAS the property was offered at a Sheriff's sale on November 3, 2017 with a minimum bid of \$75,000 and remained unsold at the close of the sale.

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 "B".
2. The Board Chair is authorized to execute a Quitclaim deed if the purchase option is exercised.
3. The proceeds be disbursed through the foreclosure program.

ADOPTED this 17th day of April, 2018



Jay Bozievich, Chair, Lane County Board of Commissioners

APPROVED AS TO FORM

Date 4/15/18

LANE COUNTY OFFICE OF LEGAL COUNSEL



Exhibit "A"

Legal Description 18-02-05-24-08202

Beginning at a 5/8 inch iron rod that is 328.69 feet South of the Initial Point of MT. VERNON ESTATES FIRST ADDITION, as platted and recorded in Book 57, Page 17, Lane County Plat Records; run thence along the Easterly boundary of said Plat, South 100.00 feet to a 5/8 inch iron rod; thence leaving the Easterly boundary of said Plat, North 89° 59' 52" East 381.75 feet to a 5/8 inch iron rod that is on the Westerly right-of-way of Clearwater Lane (30.00 feet Westerly of its centerline); run thence along said Westerly right-of-way, North 0° 24' 26" East 100.00 feet to a 5/8 inch iron rod; thence leaving said Westerly right-of-way South 89° 59' 52" West 382.52 feet to the Point of Beginning, in Lane County, Oregon.

EXHIBIT "B"

OPTION TO PURCHASE/SALE AGREEMENT

LANE COUNTY, a political subdivision of the State of Oregon, hereinafter called **COUNTY**, and Michael Drews and Brenda Drews, 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 # 18-02-05-24-08202 and more particularly described as:

See Attached Exhibit "A"

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.** Issues concerning easements over the property, encroachments and quality of title may need to be resolved prior to a purchase.
- 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 exclusive option to purchase the subject property under the terms and conditions set forth in this agreement.
- 2. TERM.** PURCHASER will have ninety (90) days from full execution of this agreement to exercise their purchase option.
- 3. CONSIDERATION.** PURCHASER will pay COUNTY the sum of **ONE HUNDRED DOLLARS (\$100.00)** for this purchase option. All sums paid are **not** refundable should PURCHASER choose not to exercise their purchase option for any reason
- 4. PURCHASE PRICE.** The purchase price will be **FIFTY-EIGHT THOUSAND DOLLARS (\$58,000)** 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 exercise its option.
- 6. TITLE.** COUNTY makes no claim to, and does not warrant that title to the subject property will be 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 and remove any items from title PURCHASER deems appropriate and will be done at PURCHASER'S expense and liability. COUNTY will convey its interest in the subject 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 the purchase price plus the recording fee COUNTY will deliver to PURCHASER a recorded 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.

10. TESTING PROCEDURES. PURCHASER will be responsible for conducting all testing procedures for evaluating the condition of the property such as suitability for a septic system. 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.

11. 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.

12. 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: Michael and Brenda Drews
569 Holyhoch Lane
Eugene, OR 97404

To COUNTY: Jeff Turk
Lane County/Property Management
3054 N. Delta Hwy.
Eugene, OR 97408

13. 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.

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

DATED:

PURCHASER:

STATE OF OREGON))
County of Lane) ss
)

On _____, 2018 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
ADMINISTRATOR,

Pursuant to Order No. _____

STATE OF OREGON))
County of Lane) ss
)

On _____, 2018, 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: _____

EXHIBIT "A"

LEGAL DESCRIPTION

18-02-05-24-08202

Beginning at a 5/8 inch iron rod that is 328.89 feet South of the Initial Point of MT. VERNON ESTATES FIRST ADDITION, as platted and recorded in Book 57, Page 17, Lane County Plat Records; run thence along the Easterly boundary of said Plat, South 100.00 feet to a 5/8 inch iron rod; thence leaving the Easterly boundary of said Plat, North 89° 59' 52" East 381.75 feet to a 5/8 inch iron rod that is on the Westerly right-of-way of Clearwater Lane (30.00 feet Westerly of its centerline); run thence along said Westerly right-of-way, North 0° 24' 26" East 100.00 feet to a 5/8 inch iron rod; thence leaving said Westerly right-of-way South 89° 59' 52" West 382.52 feet to the Point of Beginning, in Lane County, Oregon.

EXCEPTING THEREFROM any portion lying within Clearwater Lane