

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 16-01-05-15

IN THE MATTER OF AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A PURCHASE OPTION AGREEMENT WITH RICHARD D. DEDORE AND LESLIE A. DEDORE FOR COUNTY OWNED PROPERTY IDENTIFIED AS MAP NO. 18-05-08-00-00301, 26060 FLECK RD., VENETA

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

See Attached Exhibit "A"

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 \$80,000 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 with Richard D. DeDore and Leslie A. Dedore substantially similar to attached Exhibit "B".
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 5th day of Jan, 2016



Faye Stewart, Chair
Lane County Board of Commissioners

APPROVED AS TO FORM
Date 1/22/16

LANE COUNTY OFFICE OF LEGAL COUNSEL

EXHIBIT "A"

LEGAL DESCRIPTION

18-05-08-00-00301

Beginning at a point in center of County Road, which point is North 89° 52' West 660.0 feet from the Northeast corner of Section 8, Township 18 South, Range 5 West of the Willamette Meridian; thence along center line of County Road North 89° 52' West 270.0 feet; thence South 0° 30' East 582.0 feet; thence South 89° 40' East 270.0 feet; thence North 0° 30' West 582.0 feet to the point of beginning, in Lane County, Oregon.

EXCEPTING THEREFROM any portion lying within the County Rd. (Fleck Rd.).

OPTION TO PURCHASE/SALE AGREEMENT

LANE COUNTY, a political subdivision of the State of Oregon, hereinafter called COUNTY, and Richard G. DeDore and Leslie A. DeDore, 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 # 18-05-08-00-00301 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. The ability to develop the property for any particular purpose is unknown at this time with regards to applicable uses, ability to secure development permits, environmental condition, legal lot status and other related issues.
- 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 fourteen (14) days to exercise their purchase option upon being notified of the result of a legal lot determination.
3. **CONSIDERATION.** PURCHASER will pay COUNTY the sum of **FIVE HUNDRED DOLLARS (\$500.00)** for this purchase option. All sums paid are **not** refundable should PURCHASER choose not to exercise their purchase option for any reason except if it is determined that the property is not a legal lot of record. In this case, sums paid will be refunded if PURCHASER does not exercise their purchase option.
4. **PURCHASE PRICE.** The purchase price will be **EIGHTY THOUSAND DOLLARS (\$80,000)** 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. **LEGAL LOT VERIFICATION.** COUNTY, at COUNTY'S expense, will obtain a legal lot verification from the County's Land Management Division. COUNTY will submit an application for the legal lot verification within two weeks of full execution of this agreement.

7. **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.

8. **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.

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 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 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: Richard and Leslie DeDore
3290 Kevington Ave.
Eugene, Oregon 97405

To COUNTY: Jeff Turk
Lane County/Property Management
3050 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)

) ss

County of Lane

)

On _____, 2016 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

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) ss

County of Lane

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On _____, 2016, personally appeared the above-named Lane County Administrator, and acknowledged the foregoing instrument to be their voluntary act. Before me:

Notary Public for Oregon

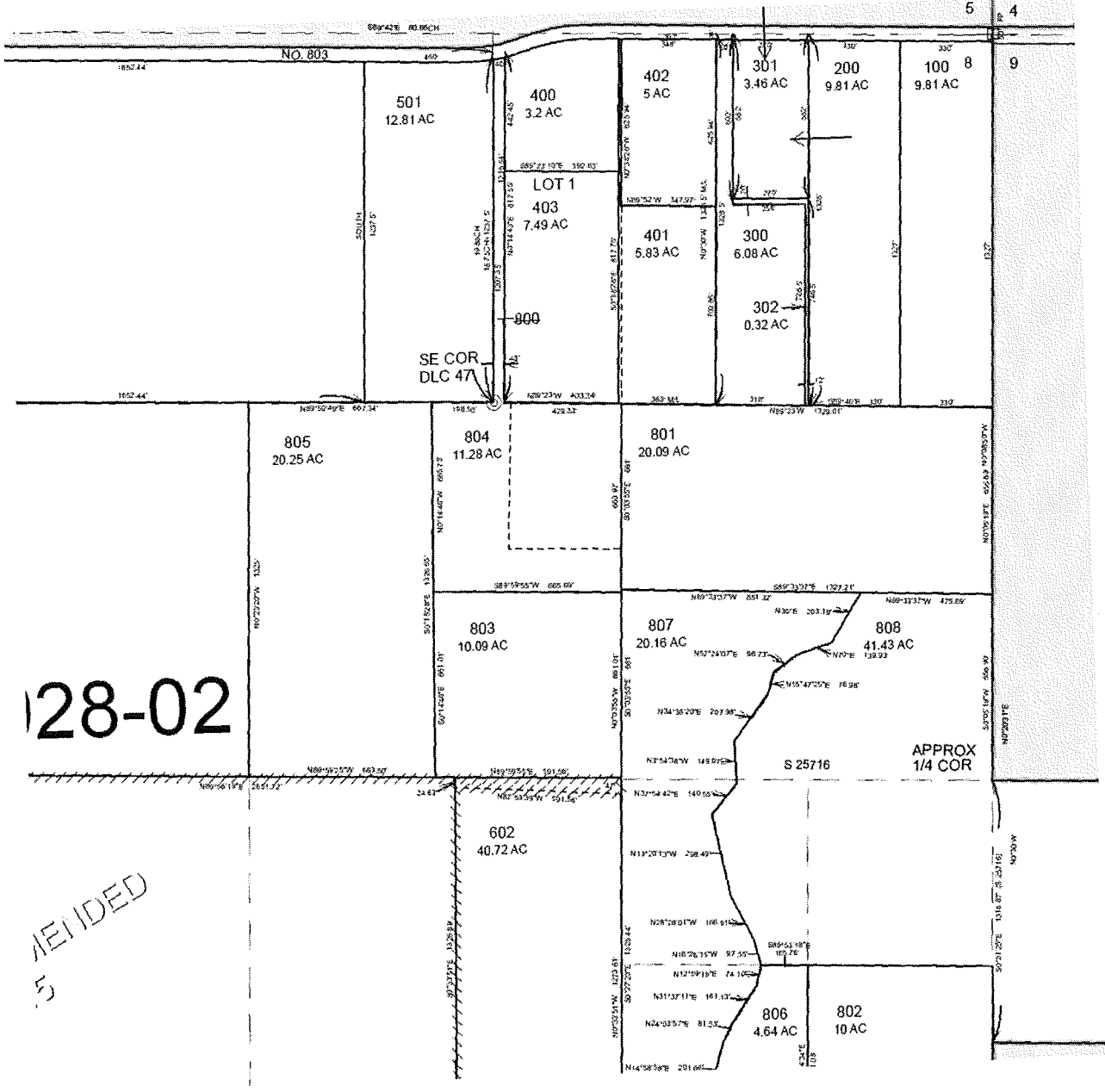
My Commission Expires: _____

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 AMENDED