

IN THE BOARD OF COUNTY COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO.

11-10-19-8

IN THE MATTER OF AUTHORIZING THE SALE OF SURPLUS COUNTY OWNED REAL PROPERTY PURSUANT TO A LAND SALES CONTRACT FOR \$17,000 TO MARK A. SWINEHART, FORMER OWNER OF RECORD, (MAP NO. 17-03-26-24-02900, 1928 N. 5<sup>TH</sup>, SPRINGFIELD)

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 Mark A. Swinehart was the owner of record of said property at the time it was foreclosed upon and

WHEREAS said real property was the residence of Mr. Swinehart at the time it was foreclosed upon

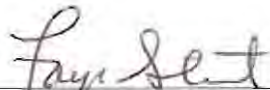
IT IS HEREBY ORDERED that pursuant to Lane Manual 21.425(4), ORS 275.180, ORS 275.190, and ORS 275.275 the property described in attached Exhibit A be sold to Mark A. Swinehart for \$17,000 pursuant to a land sales contract substantially similar to attached Exhibit "B"; that the County Administrator is authorized to execute said contract; that the Quitclaim Deed he executed by the Board and conveyed upon fulfillment of the contract terms and that the proceeds be disbursed as follows:

Foreclosure Fund	(268-5570270-446120)	\$16,447
General Fund	(124-5570260-436521)	\$553

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

DATED this 19th day of Oct, 2011.

APPROVED AS TO FORM  
 Date 10-6-11 DATE COUNTY  
  
OFFICE OF COUNTY COUNSEL

  
 Faye Stewart, Chair, Board of County Commissioners

IN THE MATTER OF AUTHORIZING THE SALE OF SURPLUS COUNTY OWNED REAL PROPERTY PURSUANT TO A LAND SALES CONTRACT FOR \$17,000 TO MARK A. SWINEHART, FORMER OWNER OF RECORD, (MAP NO. 17-03-26-24-02900, 1928 N. 5<sup>TH</sup>, SPRINGFIELD)

**EXHIBIT "A"**

**LEGAL DESCRIPTION  
17-03-26-24-02900**

Beginning at a point in the West line of 5<sup>th</sup> St., in Springfield, Oregon, extended, which is 627.82 feet West and 621.45 feet North of the Southeast corner of the Jacob Halstead and wife Donation Land Claim No. 47 in Section 28, Township 17 South, Range 3 West of the Willamette Meridian, thence North 72.96 feet on and along said West line of 5<sup>th</sup> Street, thence West 627 feet, thence South 72.96 feet thence East 627 feet more or less to the Point of Beginning and being in what is known as the Seavey Tracts lying North of Springfield, Oregon. All in Lane County, Oregon. EXCEPTING THEREFROM any portions lying within the public right of way.

**EXHIBIT 'B'**

**LAND SALE CONTRACT**

**THIS AGREEMENT**, is made by and between **LANE COUNTY**, a political subdivision of the State of Oregon, hereinafter called **COUNTY**, and **MARK A. SWINEHART**, hereinafter called **PURCHASER**.

**WITNESSETH:**

In consideration of the terms and conditions hereinafter stated, the parties agree as follows:

1. The **COUNTY** agrees to sell to **PURCHASER** and **PURCHASER** agrees to purchase from **COUNTY** that certain tract of land, with improvements thereon, identified as Assessor's map No.17-03-26-24-02900 and more particularly described as follows:

Beginning at a point in the West line of 5<sup>th</sup> St., in Springfield, Oregon, extended, which is 627.82 feet West and 621.45 feet North of the Southeast corner of the Jacob Halstead and wife Donation Land Claim No. 47 in Section 28, Township 17 South, Range 3 West of the Willamette Meridian, thence North 72.96 feet on and along said West line of 5<sup>th</sup> Street, thence West 627 feet, thence South 72.96 feet thence East 627 feet more or less to the Point of Beginning and being in what is known as the Seavey Tracts lying North of Springfield, Oregon. All in Lane County, Oregon. EXCEPTING THEREFROM any portions lying within the public right of way.

**THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.**

2. **PURCHASE PRICE AND TERMS:** The purchase price of the property which **PURCHASER** agrees to pay shall be the sum of SEVENTEEN THOUSAND DOLLARS (\$17,000.00) payable as follows:

- a. The sum of FIVE THOUSAND DOLLARS (\$5,000.00) paid upon execution of this document, receipt of which is hereby acknowledged.
- b. The balance of TWELVE THOUSAND DOLLARS (\$12,000 shall be payable in **monthly** installments of FIVE HUNDRED THIRTYFOUR DOLLARS (\$534.00). Said monthly installments are based on an amortization period of

TWENTYFOUR (24) months with interest at the rate of 6.25% per annum. The first monthly payment of \$534.00 shall be due within thirty (30) days of full

execution of this agreement. Subsequent payments of \$534.00 shall be due monthly thereafter until the contract balance plus all accrued interest is paid in full. Payments shall first be applied to interest accrued to the date of payment, then to amounts past due **COUNTY** under this agreement other than principal or interest, and then to the principal amount owing.

- c. A late payment fee of 5% of the delinquent payment amount will be charged on accounts more than fifteen days late.
- d. **PURCHASER** may at any time pay off without penalty the entire balance of the purchase price remaining due, together with interest due thereon at the above specified rate to the date of payment.
- e. At such time as **PURCHASER** has complied with all the terms of this contract, the **COUNTY** shall convey its interest only by a **Quitclaim Deed**.
- f. Unless otherwise directed by **COUNTY**, payments shall be sent to: Lane County, Property Management Division. 125 East Eighth Avenue, Eugene, OR 97401

3. **TAXES AND LIENS: PURCHASER** agrees to pay all taxes and liens hereafter levied upon the property and all public or private liens which may hereafter be imposed upon the property as the same become due and before they become delinquent. In the event **PURCHASER** defaults in the payment of any taxes or liens, the **COUNTY** may, but shall not be obligated to, pay said taxes or liens on behalf of **PURCHASER**, all of which sums so added to the principal balance shall bear interest at the rate of 12% compounded annually from the date of payment by the **COUNTY**.

4. **INSURANCE: PURCHASER** shall keep in force at all times a policy of fire insurance, with standard extended coverage endorsements, on a replacement cost basis covering all improvements on the property in an amount sufficient to avoid application of any coinsurance clause and with loss payable to **COUNTY** under a standard mortgagee's clause and **PURCHASER** as their respective interests may appear. Said insurance policy shall also include liability coverage of not less than \$500,000 per occurrence.

5. **INDEMNIFICATION: PURCHASER** shall defend and hold **COUNTY**, its Commissioners, officers, employees and agents harmless from all claims, losses, damages or liability of any kind arising out of or in any way connected with **PURCHASER'S** use or possession of the property.

6. **POSSESSION: PURCHASER** shall have the possession of, and the income from the premises so long as he/she is not in default in the performance of his/her agreement with **COUNTY**, but shall forfeit his/her rights under such agreement and to all payments made pursuant thereto if he/she fails to pay such purchase price or any part thereof, principal or interest, or to pay, before delinquency, the taxes thereafter levied against the premises, or commits or suffers any strip or waste of or on such premises, or violates any other reasonable provision of such agreement which the County Commissioners may see fit to require. The **PURCHASER** shall have the privilege of prepayment without penalty.

7. **ASSIGNMENT:** **PURCHASER** agrees that he/she may not assign this contract or his/her rights hereunder without the written consent of the **COUNTY**.

8. **DEFAULT:** In the event **PURCHASER** fails to make the payments provided for herein, or any of them, punctually and under strict terms and at the times above specified, or commits or suffers any strip or waste of or on such premises, or the other terms or conditions of this contract, time of payment and strict performance being declared to be the essence of this contract, then the **COUNTY** at its option, shall have the right:

a. To cancel this contract in accordance with ORS 275.220 or other applicable laws.

b. To foreclose this contract by suit, in equity, or any other right existing by law.

In either of such cases all of the right and interest herein created or then existing in favor of **PURCHASER** derived under this contract **PURCHASER** shall utterly cease and determine, and the right to possession of the real property above described and all rights acquired by the **PURCHASER** shall revert to and revest in **COUNTY** without an act of reentry or any other act of **COUNTY** to be performed, and without any right of **PURCHASER** of return, reclamation or compensation for moneys paid on account of the purchase of said property, as absolutely, fully and perfectly as if this contract and such payments had never been made; and, in the event of such default, all payments heretofore made on this contract are to be retained by and belong to **COUNTY** as the agreed and reasonable rent of said premises to the time of such default.

**COUNTY**, in the event of such default, shall have the right to immediately, or at any time thereafter, enter upon the real property aforesaid without any process of law and take immediate possession thereof, together with all improvements and appurtenances thereon or thereto belonging.

9. **ATTORNEY'S FEES:** In the event suit or action is instituted to enforce any of the provisions hereof, **PURCHASER** agrees to pay such sum as the trial court may adjudge reasonable for **COUNTY'S** attorney fees in said suit or action, and if an appeal is taken from any judgment or decree of the trial court, **PURCHASER** further agrees to pay such sum as the appellate court may adjudge reasonable as **COUNTY'S** attorney fees on appeal, together with all costs allowed by law.

10. **CONDEMNATION:** In the event of appropriation of said real property or any portion thereof by any public or private corporation under the laws of eminent domain, the sum or sums of money received by **PURCHASER** in payment of said appropriation shall be forthwith paid by **PURCHASER** on the purchase price of said property as an additional payment over and above the regular annual payments, and other payments due as herein expressed; provided, however, that in no event shall said payments be more than the full purchase price stated herein.

11. **WAIVER:** Failure by **COUNTY** at any time to require the performance by the **PURCHASER** of any of the provisions hereof shall in no way affect **COUNTY'S** right hereunder to enforce the same, nor shall any waiver by **COUNTY** of any breach be held to be a waiver of any succeeding breach or a waiver of this Non-Waiver Clause.

12. **SUCCESSOR INTEREST:** The covenants, conditions and terms of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, administrators, executors, and assigns of the parties hereto; provided, however, that nothing contained in this paragraph shall alter the restrictions hereinabove contained relating to assignments.

13. **TITLE POLICY:** COUNTY makes no warranties or guarantees, expressed or implied, as to the condition of title of the property subject to this agreement. Title insurance, if any, shall be purchased at Purchaser's election and at Purchaser's expense.

14. **DEVELOPMENT:** All actions and costs necessary to develop the property being sold under this agreement (the property) shall be borne by PURCHASER. COUNTY makes no warranties, expressed or implied, as to the ability to develop the property under current land use law. COUNTY, in COUNTY'S capacity as owner of the property, shall cooperate with PURCHASER in PURCHASER'S attempts to obtain necessary permits for development of the property. Any actions by PURCHASER, such as permit applications, further subdivision of the property or replatting of the property, which requires the consent of COUNTY due to COUNTY'S ownership of the property shall not be unreasonably withheld. Such consent shall be given in writing by the Administrator of Lane County or his/her designee.

15. **HEADINGS:** The headings herein contained are for reference only and are not to be construed as part of this Agreement.

**Land Sale Contract - Signature Page**

**IN WITNESS PURCHASER WHEREOF**, the parties have executed this Agreement on the day and year written below.

**DATED:**

**PURCHASER:**

\_\_\_\_\_

\_\_\_\_\_  
Mark A. Swinehart

STATE OF OREGON    )  
                          ) ss  
County of Lane        )

On \_\_\_\_\_, 20 \_\_, personally appeared Mark A. Swinehart, and acknowledged the foregoing instrument to be his voluntary act. Before me:

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

**LANE COUNTY:**

\_\_\_\_\_  
**DATED:**

\_\_\_\_\_

Liane Richardson  
County Administrator

**Pursuant to Order No.** \_\_\_\_\_

STATE OF OREGON    )  
                          ) ss  
County of Lane        )

On \_\_\_\_\_, 20 \_\_, personally appeared the above-named **Liane Richardson**, County Administrator for Lane County, and acknowledged the foregoing instrument to be her voluntary act. Before me:

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

