

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO. 13-04-16-07

IN THE MATTER OF AUTHORIZING THE SALE OF COUNTY OWNED REAL PROPERTY PURSUANT TO A LAND SALES CONTRACT FOR \$12,900 TO DIANA JEAN GROVER, FORMER OWNER OF RECORD, (MAP NO. 18-12-10-20-00134, 88065 LEEWARD DR., FLORENCE)

WHEREAS the Lane County Board of Commissioners deem it in the best interest of Lane County to sell the following real property that was acquired through tax foreclosure, to wit:

Lot 4, Block 4, OCEAN WOODLANDS, FIRST ADDITON, as platted and recorded in Volume 60, Page 13, Lane County Oregon Plat Records, Lane County, Oregon.

WHEREAS the real property is owned by Lane County and not in use for County purposes, and sale of the property would benefit Lane County by its return to the tax roll; and

WHEREAS Diana Jean Grover was the owner of record of the property at the time it was foreclosed upon; and

WHEREAS the real property was the residence of Ms. Grover at the time it was foreclosed upon.


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

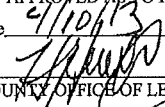
1. Pursuant to Lane Manual 21.425(4), ORS 275.180, ORS 275.190, and ORS 275.275 the above described real property be sold to Diana Jean Grover for \$12,900 pursuant to a land sales contract substantially similar to attached Exhibit "A"
2. The County Administrator is authorized to execute the land sales contract.
3. The Board Chair is authorized to execute a Quitclaim Deed upon fulfillment of the contract terms.
4. The sale proceeds to be disbursed as follows:

Foreclosure Fund	(266-3632270-446120)	\$12,424
General Fund	(124-5570260-436521)	476

5. This Order be entered into the records of the Board of Commissioners.

ADOPTED this 16th day of April, 2013.

  
Sid Leiken, Chair, Board of County Commissioners

APPROVED AS TO FORM
Date <u>4/10/13</u>

LANE COUNTY OFFICE OF LEGAL COUNSEL

**EXHIBIT "A"**

**LAND SALE CONTRACT**

**THIS CONTRACT**, is made by and between **LANE COUNTY**, a political subdivision of the State of Oregon ("**COUNTY**") and **DIANA JEAN GROVER** ("**PURCHASER**").

**WITNESSETH:**

In consideration of the terms and conditions of this contract, 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.18-12-10-20-00134 and more particularly described as follows:

Lot 4, Block 4, OCEAN WOODLANDS, FIRST ADDITION, as platted and recorded in Volume 60, Page 13, Lane County Oregon Plat Records, Lane County, Oregon.

**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:** **PURCHASER** agrees to pay the purchase price of TWELVE THOUSAND NINE HUNDRED DOLLARS (\$12,900) payable as follows:

- a. The sum of TWELVE HUNDRED NINETY DOLLARS (\$1,290) paid upon execution of this document, receipt of which is hereby acknowledged.
- b. The balance of ELEVEN THOUSAND SIX HUNDRED TEN DOLLARS (\$11,610) is payable in **monthly** installments of FIVE HUNDRED EIGHTEEN DOLLARS (\$518.00). The monthly installments are based on an amortization period of TWENTY-FOUR (24) months with interest at the rate of 6.50% per annum. The first monthly payment of \$518.00 is due within thirty (30) days of full execution of this contract. Subsequent payments of \$518.00 are due monthly thereafter until the contract balance plus all accrued interest is paid in full.

Payments are first applied to interest accrued to the date of payment, then to amounts past due **COUNTY** under this contract 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** will convey its interest only by a **Quitclaim Deed**.
- f. Unless otherwise directed by **COUNTY**, payments must 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 that 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 is not obligated to, pay delinquent taxes or liens on behalf of **PURCHASER**, all of which sums so added to the principal balance 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. The insurance policy must 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** is entitled to the possession of, and the income from the property so long as **PURCHASER** is not in default in the performance of this contract with **COUNTY**. **PURCHASER** forfeits all such rights under this contract and to all payments made under this contract if **PURCHASER** fails to pay such purchase price or any part thereof, principal or interest, or to pay, before delinquency, the taxes thereafter levied against the property, or commits or suffers any strip or waste of or on the property, or violates any other reasonable provision of this contract that the County Commissioners may see fit to require. The **PURCHASER** has the privilege of prepayment without penalty.

7. **ASSIGNMENT:** **PURCHASER** agrees not to assign this contract or any rights hereunder without the written consent of the **COUNTY**.

8. **DEFAULT:** In the event **PURCHASER** fails to make any payments required under this contract, punctually and under strict terms and at the times above specified, or commits or suffers any strip or waste of or on the property, or fails to comply with any 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, has 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 terminates, and the right to possession of the real property above described and all rights acquired by the **PURCHASER** 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 the 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 made on this contract are to be retained by and belong to **COUNTY** as the agreed and reasonable rent of the property to the time of such default.

**COUNTY**, in the event of such default, has the right to immediately, or at any time thereafter, enter upon the real property 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 of this contract, **PURCHASER** agrees to pay such sum as the trial court may adjudge reasonable for **COUNTY'S** attorney fees in the 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 the 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 the appropriation must be immediately paid by **PURCHASER** on the purchase price of the property as an additional payment over and above the regular annual payments, and other payments due as herein expressed, up to the amount of the full purchase price stated in this contract.

11. **WAIVER:** Failure by **COUNTY** at any time to require the performance by the **PURCHASER** of any of the provisions of this contract does not affect **COUNTY'S** right 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 contract extend to and are binding upon and inure to the benefit of the heirs, administrators, executors, and assigns of the parties.

13. **TITLE POLICY:** **COUNTY** makes no warranties or guarantees, expressed or implied, as to the condition of title of the property subject to this contract. Title insurance, if any, may be purchased by **PURCHASER** at **PURCHASER'S** expense.

14. **DEVELOPMENT:** **PURCHASER** is responsible for all actions and costs necessary to develop the property being sold under this contract. **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, agrees to cooperate with **PURCHASER** in **PURCHASER'S** attempts to obtain necessary permits for development of the property. **COUNTY** agrees not to unreasonably withhold any consent necessary due to **COUNTY'S** ownership of the property to any actions by **PURCHASER**, such as permit applications, further subdivision of the property or replatting of the property.

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



