BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

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 ADDITION, 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: 11/10/13

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 vest 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.
Land Sale Contract - Signature Page

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

DATED:  

PURCHASER:

______________________________________

Diana Jean Grover

STATE OF OREGON  
) ss
County of Lane  
)

On _____________________, 20___, personally appeared Diana Jean Grover, and acknowledged the foregoing instrument to be her 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