BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 13-12-03-04

IN THE MATTER OF AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A PURCHASE OPTION AGREEMENT WITH PRADEEP GUNDAVARAPU AND REBECCA MONRO FOR COUNTY OWNED PROPERTY IDENTIFIED AS 17-12-14-30-00400, ADJACENT TO 5480 HERMAN CAPE RD., FLORENCE

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 June 6, 2013 with a minimum bid of $15,000 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 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 3rd day of Dec, 2013

Sid Leiken, Chair
Lane County Board of Commissioners

APPROVED AS TO FORM

Date 11/14/13

LANE COUNTY OFFICE OF LEGAL COUNSEL
EXHIBIT "A"

Legal Description
17-12-14-30-00400

All that portion of the following described property lying Southerly of the South line of Herman's Peak Road as the same was dedicated to Lane County by instrument recorded December 9, 1994, Reception No. 94-84731, Lane County Oregon Records.

Beginning at the South quarter section corner of Sections 14 and 23, in Township 17 South, Range 12 West of the Willamette Meridian, marked by an iron post, 3 feet long, 1 inch in diameter, 28 inches in the ground, with brass cap; running thence North 0° 59' 30" West 2396.79 feet marked by a fir post; thence South 88° 36' 30" West 1313.14 feet, marked by a fir post; thence South 2° 36' 15" East 2440.02 feet, marked by a fir post; thence 86° 35' East 1246.08 feet to the place 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 PRADEEP GUNDAVARAPU and REBECCA MONRO, 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 # 17-12-14-30-00400 and more particularly described as:

See Attached Exhibit “A”

RECITALS

A. COUNTY is the owner of said property due to foreclosure for non-payment of property taxes.

B. COUNTY wishes to sell said property and PURCHASER wishes to buy said property from COUNTY.

C. The ability to develop said property for any particular purpose is unknown at this time with regards to applicable uses, ability to secure development permits, environmental condition, legal means of access and other related issues.

D. To facilitate the sale of said property, COUNTY is willing to grant a period of time for PURCHASER to investigate said property to determine its feasibility for purchase and to grant an option to purchase said property under the terms and conditions set forth in this agreement.

AGREEMENT

1. OPTION. COUNTY does hereby grant to PURCHASER an option to purchase the subject property under the terms and conditions set forth in this agreement.

2. TERM. The term of the option period will be 120 days commencing upon full execution of this agreement.

3. CONSIDERATION. PURCHASER will pay COUNTY the sum of SEVEN HUNDRED DOLLARS ($700.00) for said option. FOUR HUNDRED ($400) is payable upon execution of this agreement. An additional THREE HUNDRED ($300) is payable upon determination that the property is a legal lot of record. The additional $300 will be paid within seven (7) days of notification that the property is a legal lot of record. 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 ELEVEN THOUSAND FIVE HUNDRED DOLLARS ($11,500) 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 execute said 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.** PURCHASER has been provided and acknowledges receipt of a Preliminary Title Report for the property from Evergreen Land Title – Order No. 13-8730 (attached as Exhibit “B”). Item No. 11 of the report notes that the former owner of record, Oregon Rock and Ready Mix, LLC and its Registered Agent, Carleton Wood were not served constructive notice of COUNTY’S tax foreclosure. COUNTY will, in good faith, pursue legal actions in an attempt to quiet title with respect to only the interest of Oregon Rock and Ready Mix, LLC and Carleton Wood and no other exceptions listed on the title report or any other issue concerning title that may arise. Actions may include a suit to quiet title filed with the Lane County Circuit Court. COUNTY will not pursue any legal actions to any higher Courts.

County does not guarantee that any legal action taken to quiet title with respect to item No. 11 will result in removal of the interests of Oregon Rock and Ready Mix, LLC and/or its registered agent, Carleton Wood, or that the property won’t be redeemed by the former owner or that a title company will recognize any legal action by COUNTY to quiet title by removing the interests of Oregon Rock and Ready Mix, LLC and/or Carleton Wood as an exception when providing a title policy.

COUNTY will pursue actions to quiet title with respect to item No. 11 only if the property is deemed to be a legal lot of record pursuant to Section 6. COUNTY will not begin quiet title actions until after such legal lot determination is made.

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 regardless of any actions to quiet title. It will be PURCHASER’S obligation to further investigate the status of title to the subject property and remove any items from title PURCHASER deems appropriate and will 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. **EXTENSION.** Should COUNTY pursue any quiet title actions and finalization of any such actions occurs less than thirty (30) days from expiration of the purchase option period this agreement will be extended for a period of 30 days at no additional cost to PURCHASER from the date actions to quiet title are finalized.

PURCHASER may otherwise extend the purchase option for an additional SIXTY (60) day period by notifying the COUNTY in writing, on or before the expiration of the initial option period, or extension as noted above, of its intention to do so. Cost for said extension will be SIX-HUNDRED DOLLARS ($600). The written notice, along with payment for the extension, will be all that is required to effect any extension.
9. **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.

10. **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.

11. **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.

12. **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.

13. **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: Pradeep Gundavarapu and Rebecca Monro
   PO Box 12002
   Eugene, Oregon 97440

   To COUNTY: Jeff Turk
   Lane County/Property Management
   3050 N. Delta Hwy.
   Eugene, OR 97408
14. **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 __________________, 2013 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:

________________________________________

ALICIA HAYES
ACTING COUNTY ADMINISTRATOR,

Pursuant to Order No. __________

STATE OF OREGON  )
County of Lane   ) ss

On __________________, 2013, personally appeared the above-named Acting 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
17-12-14-30-00400

All that portion of the following described property lying Southerly of the South line of Herman's Peak Road as the same was dedicated to Lane County by instrument recorded December 9, 1994, Reception No. 94-84731, Lane County Oregon Records.

Beginning at the South quarter section corner of Sections 14 and 23, in Township 17 South, Range 12 West of the Willamette Meridian, marked by an iron post, 3 feet long, 1 inch in diameter, 28 inches in the ground, with brass cap; running thence North 0° 59' 30" West 2396.79 feet marked by a fir post; thence South 88° 36' 30" West 1313.14 feet, marked by a fir post; thence South 2° 36' 15" East 2440.02 feet, marked by a fir post; thence 86° 35' East 1246.08 feet to the place of beginning, in Lane County, Oregon.

September 25, 2013
Order No. 13-8730

PRELIMINARY TITLE REPORT

<table>
<thead>
<tr>
<th>Lane County Land Management</th>
<th>Partial Billing</th>
<th>$200.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>3050 N. Delta Highway</td>
<td>Additional Chain</td>
<td></td>
</tr>
<tr>
<td>Eugene, OR 97408</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Attn: Jeff Turk</td>
<td></td>
<td></td>
</tr>
<tr>
<td>e-mail: <a href="mailto:jeff.turk@co.lane.or.us">jeff.turk@co.lane.or.us</a></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Dear Jeff Turk:

We are prepared to issue on request and on recording of the appropriate documents, a policy or policies as applied for, with coverage's as indicated, based on this preliminary report.

LEGAL DESCRIPTION:

SEE EXHIBIT "A" ATTACHED HERETO

Showing fee simple title as of September 19, 2013, at 8:00 a.m., vested in:

LANE COUNTY, a political subdivision of the State of Oregon

Subject only to the exceptions shown herein and to the terms, conditions and exceptions contained in the policy form. No liability is assumed until a full premium has been paid.
SCHEDULE B

GENERAL EXCEPTIONS

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.

3. Easements, or claims of easement, not shown by the public records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or other facts which a correct survey would disclose.

5. Any lien, or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.

CURRENT EXCEPTIONS:

6. 2013-2014 Taxes, a lien not yet due or payable.

7. The real property taxes for the fiscal year 2012-2013 are exempted by virtue of Government Ownership. The company assumes no liability should the exempt status be lifted and taxes levied. (Map No. 17-12-14-30-00400, Code 97-23, Account No. 0536464)

8. Rights of the public in any portion of said premises lying within the limits of streets, roads and highways.

9. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

10. Underground Right of Way Easement, granted to the Central Lincoln People's Utility District, a municipal corporation, including the terms and provisions thereof, by instrument Recorded May 2, 1985, Reception No. 85-15625, Lane County Oregon Records.

11. Right, title and interest of both Oregon Rock and Ready Mix, LLC and Carleton Wood. Neither party were served constructive notice of Tax Foreclosure Case No. 16-10-18367. NOTE: Oregon Rock and Ready Mix LLC was dissolved July 18, 2008 and Carleton Wood was the Registered Agent and Member.

NOTE: The address of the property to be insured herein is: NYA Herman Cape Road, Florence, OR 97439.

NOTE: A Judgment/Lien/Bankruptcy Search was done for the name(s) LANE COUNTY, and as of September 19, 2013, none were found.

NOTE: Said property lies outside the city limits, therefore, is not subject to city liens.

INFORMATIONAL NOTE: EVERGREEN LAND TITLE COMPANY FINDS NO NOTICE OF RESCSSION RECORDDED IN THE LAST 24 MONTHS.
INFORMATIONAL NOTE: The current vesting deed and all changes back to the deed which vests ownership 24 months ago are as follows:


BARGAIN AND SALE DEED RECORDED JULY 9, 2003, FROM CECIL R. ALBERTS, TO OREGON ROCK AND READY MIX LLC, RECEPTION NO. 2003-062881.

Very truly yours,

EVERGREEN LAND TITLE COMPANY
HOME OFFICE

By: [Signature]

Joseph M Silence  
Title Officer

cc:

NO LIABILITY IS ASSUMED HEREUNDER UNTIL POLICY IS ISSUED AND PREMIUM PAID. IF FOR ANY REASON THE REPORT IS CANCELLED, A MINIMUM CANCELLATION FEE OF $200.00 WILL BE CHARGED.
EXHIBIT "A"
LEGAL DESCRIPTION

All that portion of the following described property lying Southerly of the South line of Herman's
Peak Road as the same was dedicated to Lane County by instrument recorded December 9, 1994,
Reception No. 94-84731, Lane County Oregon Records.

Beginning at the South quarter section corner of Sections 14 and 23, in Township 17 South, Range 12
West of the Willamette Meridian, marked by an iron post, 3 feet long, 1 inch in diameter, 28 inches in
the ground, with brass cap; running thence North 0° 59' 30" West 2396.79 feet marked by a fir post;
thence South 88° 36' 30" West 1313.14 feet, marked by a fir post; thence South 2° 36' 15" East
2440.02 feet, marked by a fir post; thence 86° 35' East 1246.08 feet to the place of beginning, in
Lane County, Oregon.

EXCEPTING THEREFROM any portion thereof in Warranty Deed recorded September 9,
Reception No. 2001-052227, Lane County Oregon Records.
TO ASSIST PROPERTY, ASSUMES NO ACCURACIES.

MAP 17-12-14-30-00400

S.27989

FURST

APPF 1/4 C

NOTE:
EXTENSION - 120'-3" STATES 0'-0" FROM A LINE W

U.S. ARMY ENGINEERING
AND HD

S.24190
S.24324

600
2.97 AC

S.201
2.86 AC.

S.201
2.01 AC
UNDERGROUND RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

In consideration of the sum of One Dollar ($1.00), and other valuable consideration, receipt whereof is hereby acknowledged, the undersigned hereby grants a perpetual easement for an underground power line.

The CENTRAL LINCOLN PEOPLE'S UTILITY DISTRICT, a municipal corporation, with the right to place, construct, operate and maintain, repair, reconstruct, realign, replace and keep in good working order power lines and equipment on, across and under the following described property:

[Property Description]

therein, and all appurtenances thereto and adjoining thereto, in the City of Lincoln, County of Lincoln, State of Nebraska.

A twenty foot wide easement with the source line beginning on the south boundary of the property described below and the power line passing over the property.

THE CONVEYOR has not had any survey work and is relying on Officers' statements that the property, rights and easements, the road running back to the property.

Also, that part of the other valuable consideration is the easement.

And agreement to place a line, next to the roadway and upon common property.

Over the power line with the right of the conveyance amicable discussions to allow the power line to pass over the property of the said lever.

[Signatures]

GEORGE W. WOODRUFF, as the undersigned has satisfied with the same property for all purposes herein mentioned and to remove or replace any time or on all of the improvements

The rights, easements, premises of this easement shall be for the benefit of and be binding, upon the terms, covenants, conditions, restrictions and liens of the respective parties of the same.

IN WITNESS WHEREOF, the undersigned has executed the same in the presence of the undersigned.

[Signatures]

[Notary Public]

[Notary Public Stamp]
# 2012 LANE COUNTY REAL PROPERTY TAX STATEMENT

**Account:** 0536484  
**Alternate Parcel Number:** 1712143000400  
**TCA:** 09723  
**Legal Desc:** Township 17 Range 12 Section 14 Quarter 30 TL 00400

**Location:** ADDRESS UNKNOWN  
**Bill To Party:** LANE COUNTY PROPERTY MANAGEMENT  
125 E 8TH AVE

**Delinquent Interest Computed Through:** 09/25/2013

## ACCOUNT VALUES

<table>
<thead>
<tr>
<th>Description</th>
<th>2011</th>
<th>2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Market Value (MKT)</td>
<td>$108,817</td>
<td>$107,033</td>
</tr>
<tr>
<td>Assessed Value (AVR)</td>
<td>$108,817</td>
<td>$107,033</td>
</tr>
<tr>
<td>Total Value (TVP)</td>
<td>$108,817</td>
<td>$107,033</td>
</tr>
</tbody>
</table>

## TAXES AND SPECIAL ASSESSMENTS

<table>
<thead>
<tr>
<th>Year</th>
<th>Description</th>
<th>Amount Assessed</th>
<th>Balance Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>2012</td>
<td>Fire Patrol District Principal</td>
<td>$10,750</td>
<td>$0.00</td>
</tr>
<tr>
<td>2012</td>
<td>Fire Patrol District Surcharge</td>
<td>$47,500</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>Total for Tax Year 2012</td>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**Grand Total:** $0.00

---

**PAYMENT INSTALLMENTS**

Amount includes any unpaid prior year tax

<table>
<thead>
<tr>
<th>Pay This Amount</th>
<th>Due By</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0.00</td>
<td>09/25/2013</td>
</tr>
</tbody>
</table>

**Total Taxes and Assessments:** $0.00

---

**DISCOUNT IS LOST & INTEREST APPLIES AFTER DUE DATES**

LANE COUNTY

**Account:** 0536484
PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Evergreen Land Title Company.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.
Business Name Search

New Search  Printer Friendly

<table>
<thead>
<tr>
<th>Registry Nbr</th>
<th>Entity Type</th>
<th>Entity Status</th>
<th>Jurisdiction</th>
<th>Registry Date</th>
<th>Next Renewal Date</th>
<th>Renewal Due?</th>
</tr>
</thead>
<tbody>
<tr>
<td>150075-94</td>
<td>LLC</td>
<td>INA</td>
<td>OREGON</td>
<td>05-19-2003</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Entity Name: OREGON ROCK AND READY MIX, LLC

Foreign Name:

New Search  Printer Friendly  Associated Names

<table>
<thead>
<tr>
<th>Type</th>
<th>PRINCIPAL PLACE OF BUSINESS</th>
</tr>
</thead>
</table>

Addr 1: 80025 HORN LN
Addr 2: COTTAGE GROVE OR 97424

Country: UNITED STATES OF AMERICA

Please click here for general information about registered agents and service of process.

<table>
<thead>
<tr>
<th>Type</th>
<th>REGISTERED AGENT</th>
</tr>
</thead>
</table>

Name: CARLETON WOOD
Addr 1: 80025 HORN LN
Addr 2: COTTAGE GROVE OR 97424

Country: UNITED STATES OF AMERICA

Type: MAIL MAILING ADDRESS
Addr 1: 37982 M.J. CHASE RD
Addr 2: SPRINGFIELD OR 97478

Country: UNITED STATES OF AMERICA

Type: MEMBER
Name: CARLETON WOOD
Addr 1: 37982 MT CHASE RD
null