

LAND SALE CONTRACT
Josephine County, Oregon

This Agreement is made by and between JOSEPHINE COUNTY, a political subdivision of the State of Oregon, hereinafter called COUNTY, and _____, hereinafter called PURCHASER.

WITNESSETH:

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

1. 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 _____, and more particularly described as follows:

(insert property description)

2. **PURCHASE PRICE, TERMS AND DEED:** The purchase price of the property which PURCHASER agrees to pay shall be the sum of _____, payable as follows:

a. The sum of _____ paid upon execution of this document, receipt of which is hereby acknowledged.

b. The balance of _____ shall be payable in monthly installments of _____. Said monthly installments are based on an amortization period of _____ months with interest at the rate of nine percent (9.00%) per annum. The first monthly payment of _____, which includes the recording cost of Ninety-Six Dollars (\$96.00), shall be due on _____. Subsequent monthly payments of _____ shall be due on the _____ day of each consecutive month thereafter until the whole sum of both principal and interest has been paid in full. Payments shall first be applied to interest accrued to the date of payment, then to any amounts past due COUNTY under this agreement other than principal or interest, and then to the principal amount owing.

c. If any payment is not received in full by the COUNTY by the 10th of each month, PURCHASER shall pay COUNTY an administrative charge of nine percent (9%) of the payment due, in addition to any monthly payment then due. Said charge shall be added to the principal balance. Payments not received in full within ten (10) days of the due date shall, at COUNTY's discretion, constitute a breach of this Contract and COUNTY shall have the right to terminate this Contract. Any dishonored check shall be treated as an unmade payment and be subject to the same late charge, plus a Thirty-Five Dollar (\$35.00) special handling fee, and must be made good by cash, money order or certified check within 24 hours of notification.

d. The entire contract balance plus all accrued but unpaid interest thereon shall be paid in full on or before _____.

e. 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.

f. 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. COUNTY will, on or before the thirtieth (30th) day after PURCHASER delivers to COUNTY the final payment required herein,

deliver a quitclaim deed conveying the property to PURCHASER. The parties agree that COUNTY will incur no liability of any sort in the event that COUNTY fails to deliver said deed within the thirty (30) day limit.

g. Unless otherwise directed by COUNTY in writing, payments and all written notices and communications to COUNTY shall be sent to:

Josephine County
Property Management
500 NW Sixth St., Dept. 13
Grants Pass, OR 97526

h. Unless otherwise directed by PURCHASER in writing, all written notices and communications to PURCHASER as required by this contract shall be sent to:

(insert purchaser address)

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 sixteen percent (16%) compounded annually from the date of payment by the COUNTY.

4. **TAXES STATEMENT:** Until a change is requested, all tax statements shall be sent to:

(insert purchaser address)

5. **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 five hundred thousand dollars (\$500,000.00) per occurrence.

6. **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.

7. **NO STRIP, WASTE, OR SEVERANCE:** PURCHASER agrees that PURCHASER shall not commit any strip or waste on the property, or sever any growing timber from said premises, nor shall the PURCHASER suffer or permit any strip, waste or severance to be committed on such premises.

8. **COMPLIANCE WITH STATE AND FEDERAL LAW:** PURCHASER agrees that during the term of this contract PURCHASER will not engage in any conduct that violates local, state or federal law. This provision does not prohibit the possession of small amounts of marijuana for personal use, if such possession is permissible under local, state or federal law. Violation of this provision is a material breach of this contract. In the event of such violation, COUNTY has the option either to cancel this contract in accordance with ORS 275.220 or other applicable laws, or to foreclose this contract by suit, in equity or at law, or assert any other right existing by law or in equity.

9. **POSSESSION:** PURCHASER shall have the possession of, and the income from the premises so long as PURCHASER is not in default in the performance of PURCHASER'S agreement with COUNTY, but shall forfeit PURCHASER'S rights under such agreement and to all payments made pursuant thereto 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 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. Josephine County Agents may enter on the property at reasonable times for the purpose of inspecting the property on prior written notice delivered to the PURCHASER.

10. **ASSIGNMENT:** PURCHASER agrees that PURCHASER shall not assign this contract or PURCHASER'S rights hereunder without the written consent of the COUNTY.

11. **DEFAULT AND REMEDIES FOR DEFAULT:** In the event PURCHASER fails to make two consecutive 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 breaches 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 at law, or assert any other right existing by law or in equity.

In the event of such cancellation or foreclosure all of the right and interest herein created or then existing in favor of PURCHASER derived under this contract PURCHASER shall utterly cease, and the right to possession of 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.

The remedies provide COUNTY above are nonexclusive and in addition to any other remedies provided by law.

12. **ATTORNEY'S FEES:** In the event suit of 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 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.

13. **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 to COUNTY by PURCHASER on the purchase price of said property as on additional payment on the principal and any accrued unpaid interest 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.

14. **WAIVER:** Failure by COUNTY at any time to require the performance by the PURCHASER of any of the provisions hereof shall in no way waive or 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 Clause.

15. **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.

16. **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.

17. **NO WARRANTIES; AS IS:** COUNTY makes no other warranties, express or implied, regarding the property of the condition or state of repair thereof, it being understood by all parties that the property will be conveyed to the PURCHASER AS IS.

18. **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. In the event of any application 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, such consent shall not be unreasonably withheld. When appropriate, such consent shall be given in writing by the Josephine County Board of Commissioners or the Board of Commissioners' designee.

19. **PRIOR AGREEMENTS:** This document is the entire, final and complete agreement of the parties pertaining to the sale and purchase of the property, and supersedes and replaces all prior or existing written and oral agreements (including any earnest money agreement) between the parties or their representatives relating to the property.

20. **NOTICE:** Any notice under this contract must be in writing and will be effective when actually delivered in person or three days after being deposited in the U.S. Mail, registered or certified, return receipt requested, postage prepaid and addressed to the party at the address stated in this contract or any other address either party may designate by written notice to the other.

21. **GOVERNING LAW; JURISDICTION; AND VENUE:** This contract has been entered into in Oregon and the property is located in Oregon. This contract shall be governed and construed in accordance with the laws of the State of Oregon without resort to any jurisdiction's conflict of laws, rules or doctrines. Any claim, action, suit or proceeding (collectively, "the claim") between COUNTY and PURCHASER that arises from or relates to this agreement shall be brought and conducted solely and exclusively within the Circuit Court of Josephine County for the State of Oregon. If, however, the claim must be brought in a federal forum, then the claim shall be brought

and conducted solely and exclusively within the United States District Court for the District of Oregon filed in Jackson County, Oregon.

22. **HEADINGS:** The headings herein contained are for reference only and are not to be construed as party of this agreement.

23. **AUTHORITY:** By signing this contract each person signing affirmatively represents that he or she is fully authorized so to act.

24. **STATUTORY DISCLAIMER:** The following disclaimer is made pursuant to ORS 93.040.

ORS 93.040(1) "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, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. 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 DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, 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, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010."

ORS 93.040(2) "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, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. 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, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010."

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

PURCHASER:

**COUNTY:
JOSEPHINE COUNTY
BOARD OF COMMISSIONERS**

Name of Purchaser

_____, Chair

Date

_____, Vice Chair

_____, Commissioner

Date

STATE OF OREGON)
) ss.
County of Josephine)

On _____, 20____, personally appeared before me the above-named _____, and acknowledged the foregoing instrument to be a voluntary act.

Notary Public for Oregon
My Commission Expires: _____

STATE OF OREGON)
) ss.
County of Josephine)

This instrument was acknowledged before me on this _____ day of _____, 20____,
by _____,
as members of the Josephine County Board of Commissioners.

Notary Public for Oregon
My Commission Expires: _____