

LAND SALE CONTRACT

THIS AGREEMENT, is made by and between **JACKSON COUNTY**, a political subdivision of the State of Oregon, hereinafter called COUNTY, and Click here to enter text., 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 Assessors map Click here to enter text. and more particularly described as follows: Click here to enter text.

THIS INSTRUMENT WILL 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 APPROVED USES.

2. **PURCHASE PRICE, TERMS AND DEED:** The purchase price of the property which PURCHASER agrees to pay shall be the sum of Click here to enter text. (\$Click here to enter text.) payable as follows:

- a. The sum of Click here to enter text. (\$Click here to enter text.) paid upon execution of this document, receipt of which is hereby acknowledged.
- b. The balance of Click here to enter text. (\$Click here to enter text.) shall be payable in monthly installments of Click here to enter text. (Click here to enter text.). Said monthly installments are based on an amortization period of Click here to enter text. (Click here to enter text.) months with interest at the rate of nine percent (9.00%) per annum. The first monthly payment of Click here to enter text. \$Click here to enter text. shall be due on Click here to enter text. 15th , 20Click here to enter text.. Subsequent monthly payments of Click here to enter text. \$ Click here to enter text. shall be due on the Click here to enter text. 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. The entire contract balance plus all accrued but unpaid interest thereon shall be paid in full on or before Click here to enter text. (Click here to enter text.) .
- 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.

Jackson County Land Sale Contract: Property Id _____

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

Jackson County, Property Management Division,
ATTN: [Click here to enter text.](#)
10 S Oakdale Ave #111
Medford, Oregon 97501

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

[Click here to enter text.](#)
[Click here to enter text.](#)
[Click here to enter text.](#)

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:

[Click here to enter text.](#)
[Click here to enter text.](#)
[Click here to enter text.](#)

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 mortgagees 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 PURCHASERS 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 or waste to be committed on such premises.

8. **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
Jackson County Land Sale Contract: Property Id _____

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. Jackson 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.

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

10. **DEFAULT AND REMEDIES FOR 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 assert any other right existing by law or in equity.

In 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 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.

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

11. **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 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.

12. **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 an 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.

Jackson County Land Sale Contract: Property Id _____

13. **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 Non-Waiver Clause.

14. **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.

15. **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.

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

17. **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 Administrator of Jackson County or his/her designee.

18. **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.

19. **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.

20. **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 Jackson 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.

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

22. **STATUTORY DISCLAIMER:** The following disclaimer is made pursuant to 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.

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.

Land Sale Contract - Signature Page

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

DATED:

PURCHASER: [Click here to enter text.](#)

Signature

STATE OF OREGON)
) ss
County of Jackson)

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

Notary Public for Oregon
My Commission Expires: _____

JACKSON COUNTY:

DATED:

Don Skundrick, Chair
Jackson County Board of Commissioners

Pursuant to Order No. _____

STATE OF OREGON)
) ss
County of Jackson)

On _____, 20___, personally appeared the above-named Don Skundrick, Chair of the County Commissioners for Jackson County, and acknowledged the foregoing instrument to be his voluntary act. Before me:

Notary Public for Oregon
My Commission Expires: _____

