

RESOLUTION NO. 1683

A RESOLUTION APPROVING A REAL ESTATE PURCHASE AND SALE AGREEMENT TO PURCHASE .53 ACRES OF REAL PROPERTY LOCATED AT 3404 CHICORY LANE FOR THE EXTENSION OF HASKELL STREET AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE ADDITIONAL TERMS

RECITALS:

- A. Oregon Revised Statute Chapter 271 authorizes the City of Central Point to enter into financial agreements for the purpose of acquiring real or personal property that the City Council deems necessary.
- B. The City of Central Point has been in negotiations with the owners of real property located at 3404 Chicory Lane (the "Property") for the purpose of completing the Haskell Street connection.
- C. The City had the Property appraised and has offered to purchase the property for the appraised value.
- D. The Property owners agreed to accept such offer subject to execution of a Real Estate Purchase and Sale Agreement.

The City of Central Point resolves:

Section 1. The attached Real Estate Purchase and Sale Agreement for the acquisition of .53 acres of real property located at 3404 Chicory Lane in Central Point, Jackson County (the "Agreement") is approved.

Section 2. The City Manager is hereby authorized, on behalf of the City and without further action by the City Council, to make the offer to purchase the Property upon the terms and conditions specified in the attached Agreement and to negotiate with the seller any additional terms related thereto without further action by the City Council.

Section 3. The City Manager is hereby authorized, on behalf of the City and without further action by the City Council, to execute the attached Agreement and to perform all necessary acts, sign all necessary documents, and complete any other necessary matters in order to purchase the subject property.

Passed by the Council and signed by me in authentication of its passage this 26th
day of August, 2021.

Hank Williams
Mayor Hank Williams

ATTEST:

Deanna Casey
City Recorder

Exhibit A to Resolution

REAL ESTATE PURCHASE AND SALE AGREEMENT

EFFECTIVE

DATE: August ____, 2021

SELLER: Robert Calvin Quillen and
Brenda Lon Quillen, as Trustees
of the Robert Calvin Quillen and
Brenda Quillen Living Trust dated
March 26, 2021

BUYER: City of Central Point
an Oregon Municipal Corporation
140 S. Third Street
Central Point Oregon 97502

RECITALS

- A. Seller is the owner of certain real property located in Jackson County Oregon (City of Central Point) located at 3404 Chicory Lane, Central Point.
- B. Buyer desires to purchase, and Seller desires to sell, a .53 acre portion of such property for the extension of Haskell Street (the "Property"). A more particular description of the Property is further described and depicted at **Exhibit A** hereto and incorporated herein by reference.

AGREEMENT

Now, therefore, for valuable consideration, the parties agree as follows:

- 1. Recitals.** The parties acknowledge and agree that the Recitals set forth above are incorporated herein and deemed a material part of this Agreement.
- 2. Purchase Price.** Seller agrees to sell and convey all of Seller's right, title and interest in the Property to Buyer and Buyer agrees to buy the Property from Seller for the sum of **One Hundred Sixty Thousand Dollars (\$160,000.00)** ("the Purchase Price"). The Purchase Price shall be paid in cash or other immediately available funds at Closing.
- 3. Threat of Condemnation.** The parties acknowledge that the sale of the Property to Buyer is under threat of condemnation, and if Seller did not sell the Property, the Property would ultimately have been considered for condemnation for public purposes.

The parties also acknowledge that the purchase price is based upon the appraised value of the Property, as required under the laws of eminent domain.

4. Title. Seller warrants and represents that Seller is the fee simple owner of the Property and that Seller has the right and authority to convey the Property to Buyer free and clear of any other claims of title and subject only to encumbrances of record and such recurring assessments and liens for real property taxes, irrigation districts or other governmental or quasi-governmental entities. Seller shall convey title to the Property by Statutory Warranty Deed, properly executed and notarized conveying title to Buyer. Seller, at Buyer's sole expense, shall provide Buyer with a standard owner's title insurance policy in the amount of the Purchase Price from First American Title Insurance Company of Oregon, located at 1225 Crater Lake Ave, Suite 101, Medford, Oregon, 97504 ("the Escrow Agent"). Buyer shall have 10 business days from the date of Buyer's receipt of the Title Report in order to notify Seller in writing of any exceptions unacceptable to Buyer ("Objection Notice"). Seller shall notify Buyer of its intent to remove or not to remove the exceptions stated in the Objection Notice within 5 business days of Seller's receipt of the Objection Notice. Buyer shall have no obligation to close if the parties are unable to resolve title issues concerning the Property. Buyer's failure to issue Seller the Objection Notice within the time allowed will be deemed as Buyer's acceptance of the exceptions to title set forth in the Title Report.

5. Insurance Cancellation. Insurance policies for fire or casualty are not to be transferred and Seller will cancel its own policies after close of escrow.

6. Apportionment of Taxes.

6.1 The term "Date of Apportionment" will refer to the date that the conveyance is made to Buyer is recorded.

6.2 Escrow Agent will, on behalf of Buyer, send the County Assessor letters notifying said agency to cancel taxes on the acquired subject property by a public agency for the remaining portion of the fiscal year after the date of apportionment.

6.3 Seller will be liable for any unpaid taxes, including any penalties or costs, levied for prior tax years constituting a lien at the date of apportionment. Either Seller will pay Escrow sufficient funds to cover any such lien, or Escrow will deduct the amount of such liens from proceeds of sale prior to remittance to Seller. Escrow will forward any such amount to the Count as part of the process of closing Escrow.

7. Escrow Duties.

7.1 Escrow shall pay and charge Seller for any amount necessary to place title in the condition necessary to satisfy paragraph 4 of this Agreement.

7.2 Escrow shall disburse funds and deliver deeds when Buyer and Seller have fulfilled conditions of escrow.

7.3 Close of Escrow shall occur upon recording of the Deed.

8. **Escrow Fees, Charges and Costs.** Buyer agrees to pay all fees, charges and costs which arise in Escrow, except those to place title in condition necessary to satisfy paragraph 4 of this Agreement.

9. **Leases.** Seller warrants there are no lease Agreements, written or oral, encumbering the Property. Seller further agrees to hold Buyer harmless and reimburse Buyer for any and all losses and expenses occasioned by reason of any lease of said Property.

10. **Maintenance.** During escrow, Seller agrees to continue to maintain the Property in a condition equal to or better than the condition of the Property existing at the time of this Agreement.

11. **Additional Conditions.**

11.1 **Buyer's Contingencies.**

- **Council Approval.** Buyer secures a vote of approval by its City Council. If the City Council does not approve of this transaction, this Agreement shall terminate and be of no further effect.

11.2 **Seller's Contingencies.**

- **Access to Haskell Street.** Buyer acknowledges and agrees to allow future access to Seller's remainder parcels from the new Haskell Street extension, subject to any applicable land use application or permit.

12. **Possession.** Buyer will be entitled to possession immediately on Closing.

13. **Risk of Loss.** Risk of loss with respect to the Property shall remain with Seller until the closing. Possession of the Property and the risk of loss with respect to the Property shall pass to Buyer at closing.

14. **As. Is.** Buyer represents that Buyer has accepted and executed this Agreement on the basis of Buyer's own examination and personal knowledge of the Property; that Seller and Seller's agents have made no representations, warranties, or other agreements concerning matters relating to the Property; that Seller and Seller's agents have made no agreement or promise to alter, repair, or improve the Property; and that Buyer takes the Property in the condition, known or unknown, existing at the time of this Agreement, "AS IS."

15. Binding Effect/Assignment Restricted. This Agreement is binding on and will inure to the benefit of Seller, Buyer, and their respective heirs, legal representatives, successors, and assigns. A party shall not assign this agreement without the other party's prior written consent.

16. Attorney Fees. If an action is instituted to enforce or interpret any term of this Agreement, the prevailing party will recover from the losing party reasonable attorney fees incurred in the action as set by the trial court or arbitrators, as the case may be, and, in the event of appeal, as set by the appellate courts.

17. Notices. All notices and communications in connection with this Agreement must be given in writing and will be transmitted by either: (1) certified or registered mail, return receipt requested, to the appropriate party at the address first set forth above or (2) via email to the email address specified above provided that (a) the sender of any email does not receive any error or other message indicating that the email was undeliverable and (b) contemporaneously with any emailed notice also mails a copy of said notice via First Class Mail unless the recipient of the notice acknowledges receipt of the email. Any notice to Seller must also be provided to Seller's counsel, William A. Mansfield, Attorney at Law, P.O. Box 1721, Medford, OR 97501. Any notice to Buyer must also be provided to Buyer's counsel, Jarvis, Dreyer, Glatte & Larsen LLP (Attn: Sydnee Dreyer) 823 Alder Creek Drive, Medford, Oregon. Any notice so transmitted will be deemed effective on the date it is placed in the United States mail, postage prepaid. Either party may, by written notice, designate a different address for purposes of this Agreement.

18. Brokers/Professional Advisors.

18.1 Professional Fees. Each party shall be responsible for the fees and costs associated with any professional advisors it chooses to engage on its behalf in this transaction, including but not limited to, attorneys, accountants, etc.

18.2 Construction. This Agreement was prepared by the law firm of Jarvis, Dreyer, Glatte & Larsen, LLP as attorneys for the Buyer. Jarvis, Dreyer, Glatte & Larsen has not been asked to give and has not given any tax advice with regard to this transaction. Seller received adequate time to review this Agreement with legal and other professional counsel of Seller's selection. Accordingly, terms of this Agreement will be construed according to their ordinary meaning and not in favor of or against any party.

18.3 Broker. Neither party has been represented by a real estate broker in this transaction. Each party agrees to indemnify and hold the other party harmless for any claim to any real estate or broker commission with regards to this transaction.

19. Mutual Assurances. Each party agrees to execute and deliver such other documents and to do and perform such other acts and things, as any other party may reasonably request, to carry out the intent and accomplish the purposes of this Agreement.

20. Signing. This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement. Facsimile or email transmission of any signed original document, and retransmission of any signed facsimile or email transmission, will be the same as delivery of an original. At the request of any party, the parties will confirm facsimile or email transmitted signatures by signing an original document.

21. Entire Agreement. This Agreement sets forth the entire understanding of the parties with respect to the purchase and sale of the Property. This Agreement supersedes any and all prior negotiations, discussions, agreements, and understandings between the parties. This Agreement may not be modified or amended except by a written agreement executed by both parties.

22. Applicable Law. This Agreement will be construed, applied, and enforced in accordance with the laws of the State of Oregon.

23. Statutory Disclaimer. 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.

24. Acceptance. This Agreement will be null and void unless accepted by Seller, by Seller's execution below, on or before August 31, 2021.

IN WITNESS WHEREOF, Seller and Buyer execute this Agreement effective as of the Effective Date.

SELLER:
CITY OF CENTRAL POINT

BUYER:
ROBERT CALVIN QUILLEN AND
BRENDA QUILLEN LIVING TRUST
DATED MARCH 26, 2021

By: Christopher Clayton
Its: City Manager

By: Robert Calvin Quillen, Trustee

By: Brenda Quillen, Trustee