

RESOLUTION NO. 1702

A RESOLUTION DECLARING CERTAIN REAL PROPERTY LOCATED AT 123 N. 2ND STREET, CENTRAL POINT SURPLUS AND AUTHORIZING THE SALE OF SUCH PROPERTY TO ROGUE VALLEY COUNCIL OF GOVERNMENTS

Recitals:

- A. The City of Central Point owns certain real property consisting of a 3,100 square foot commercial/civic building located on .18 acres, which has been operated as the Central Point Senior Center more particularly described as Map No. 37-2W-03DD Tax Lot 7200 (the "Property").
- B. The Rogue Valley Council of Governments operates meal programs for seniors and desires to purchase the Property from the City to operate its senior meals programs from the Property.
- C. The City has no other reasonable use for the Property.
- D. The City has determined that no public purpose would be furthered by retaining ownership of the above Property and that it would be in the best interest of the City to declare the Property surplus and sell the Property to RVCOG for its appraised value pursuant to its authority to sell such surplus property under Central Point Municipal Code 2.40.120.A.1.

The City of Central Point resolves as follows:

Section 1. The Property is declared to be surplus.

Section 2. The Property shall be sold to RVCOG at its appraised value.

Section 3. The City Manager is authorized to enter into that Real Estate Purchase and Sale Agreement attached hereto and to take any other steps necessary to effectuate the terms of this Resolution and to close on the sale of the Property as provided in the attached agreement.

Passed by the Council and signed by me in authentication of its passage this 14th day of April 2022.


Mayor Hank Williams

ATTEST:


City Recorder

REAL ESTATE PURCHASE AND SALE AGREEMENT

DATE: _____, 2022 (date of last signature)

BETWEEN: **City of Central Point, Oregon** (“Seller”)
An Oregon municipal corporation
140 South Third Street
Central Point, Oregon 97502-2216

AND: **Rogue Valley Council of Governments** (“Purchaser”)
P.O. Box 3275
Central Point, Oregon 97502

RECITALS

A. Seller is the owner of certain real property located at 123 N. 2nd Street, Central Point, Jackson County, Oregon, and commonly known as Map No. 37-2W-03DD Tax Lot 7200 (“the subject property”). The subject property is approximately .18 acres in size and is developed with a 3100 square foot (GBA) commercial/civic building. A more particular description of the subject property is as follows:

B. Seller desires to sell the subject property to Purchaser and Purchaser desires to purchase the subject property from Seller.

AGREEMENT

In consideration of the mutual promises, covenants and undertakings of the parties herein contained, the parties hereby 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 subject property to Purchaser and Purchaser agrees to buy the subject property from Seller for the sum of **Three Hundred Seventy-Five Thousand and No/100 Dollars (\$375,000.00)** (“the Purchase Price”).

2.1 The Purchase Price shall be paid in cash at Closing.

3. Title. Seller warrants and represents that Seller is the fee simple owner of the subject property and that Seller has the right and authority to convey the subject property to Purchaser 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 subject property by Statutory Warranty Deed, properly executed and notarized conveying title to Purchaser. Seller, at Seller's sole expense, shall provide Purchaser with a standard owner's title insurance policy in the amount of the Purchase Price from Ticor Title Insurance located at 1555 East McAndrews Road, Suite #100, Medford, Oregon, 97504 ("the Escrow Agent"). Purchaser, at Purchaser's sole expense, shall have the right to instruct the Escrow Agent to issue additional title insurance endorsements desired by Purchaser. Upon complete execution of this Agreement, Seller, at Seller's sole expense, shall order a preliminary title report ("Title Report") from the Escrow Agent with a copy of the Title Report being delivered to Purchaser. Purchaser shall have 15 business days from the date of Purchaser's receipt of the Title Report in order to notify Seller in writing of any exceptions unacceptable to Purchaser ("Objection Notice"). Seller shall notify Purchaser of its intent to remove or not to remove the exceptions stated in the Objection Notice within 10 business days of Seller's receipt of the Objection Notice. Purchaser shall have no obligation to close if the parties are unable to resolve title issues concerning the subject property. Purchaser's failure to issue Seller the Objection Notice within the time allowed will be deemed as Purchaser's acceptance of the exceptions to title set forth in the Title Report.

4. Due Diligence Contingency. Purchaser's purchase of the subject property is contingent upon Purchaser's inspection, review and approval of the physical condition of the subject property, including, but not limited to, title matters, the physical and environmental condition of the subject property, an appraisal, governmental regulations affecting the subject property, and all matters that bind the subject property or will affect its use ("the Due Diligence Contingency"). Purchaser shall provide Seller prior written notice of any intended physical testing to be conducted on the subject property. In the event of physical testing conducted on the subject property, Purchaser, at Purchaser's sole expense, shall cause the subject property to be restored to its original condition unless such requirement is waived in writing by Seller. Purchaser shall give written notice to Seller no later than 5:00 p.m. on the 30th day following the date of this Agreement of Purchaser's intent to remove or not to remove the Due Diligence Contingency. In the event no written notice is given to Seller within the Due Diligence Period to remove the Due Diligence Contingency, the Due Diligence Contingency shall be deemed waived by Purchaser. In the event Purchaser elects not to remove the Due Diligence Contingency in accordance with this Section, this Agreement shall be deemed terminated without further notice to the parties.

5. City Council Contingency. The sale of the subject property is contingent upon the Central Point City Council's approval of this transaction. In the event the City Council Contingency is not met prior to Closing, this Agreement shall be deemed terminated.

6. Conditions of Access. Purchaser and its agents must have full access for the purpose of conducting Purchaser's inspections and satisfying other contingencies described herein. Purchaser agrees to indemnify and hold Seller harmless from all loss, damage, or

liability caused as a result of Purchaser or Purchaser's agents' access to the Property under this Section 6, which obligations shall survive any termination of this Agreement or Purchaser's completion of the purchase of the Property. Purchaser shall not conduct any invasive testing of the Property (e.g., Phase II environmental testing) without Seller's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed.

7. **As Is.** Except as otherwise stated herein, the parties hereby acknowledge and agree that this is an "AS IS" transaction and, except as otherwise expressly stated herein, Seller makes no representations or warranties as to the condition of subject property, or its fitness for a particular purpose.

8. **Due Performance.** Due performance of the terms, conditions, and agreements of this Agreement to be performed by a party and the accuracy of the representations and warranties of each as of the Closing Date is a condition to closing by the other party. Such performance shall include, without limitation, execution and delivery in proper form of all of the documents required hereunder to be delivered on the Closing Date and the rendering of all other performances and undertakings contemplated hereunder.

9. **Closing Date.** Closing shall occur no more than thirty (30) days following the completion of the Due Diligence period ("Closing Date") at the offices of the Escrow Agent. The terms *closed*, *closing* or *closing date* mean when the deed is recorded, and funds are available to Seller.

10. Casualty and Condemnation.

10.1 **Casualty or Condemnation.** In the event of threatened or actual condemnation of a material portion of the subject property prior to the Closing Date, at Purchaser's option, Purchaser may elect to proceed with the purchase of the subject property or may terminate this Agreement by written notice to Seller provided within ten (10) days after Purchaser's receipt of written notice of the occurrence of such threatened or actual condemnation. In the event Purchaser elects to terminate this Agreement, and neither party shall have any further rights, liabilities or obligations hereunder.

10.2 **Election to Close.** If Purchaser elects to proceed with the purchase of the subject property despite a condemnation action, then upon Closing, all condemnation proceeds shall be paid towards payment of the Purchase Price. The Purchase Price shall not be reduced, Purchaser shall have no claim against Seller relating to such condemnation other than any claim relating to the delivery of any condemnation proceeds and Purchaser shall acquire the subject property at Closing in its then condition.

10.3 **Risk of Loss.** Except as otherwise provided herein, the risk of loss prior to Closing rests with Seller.

11. Closing Provisions.

11.1 Closing. This purchase and sale transaction shall be closed on the Closing Date, unless otherwise extended pursuant to mutual agreement of the parties, at the offices of the Escrow Agent.

11.2 Funds and Documents.

11.2.1 Purchaser's Funds and Documents. On or before the Closing Date, Purchaser shall cause to be delivered to the Escrow Agent, for delivery to Seller on the Closing Date, each of the following:

(a) The sum specified in Section 2 herein, which sums are payable in cash, by certified or cashier's check, wire transfer, or otherwise immediately available federal funds.

(b) All funds required of Purchaser by reason of the prorations and adjustments described herein and the obligations of Purchaser for costs and expenses as set forth herein.

(c) All documents required pursuant to this Agreement, properly executed by Purchaser.

11.2.2 Seller's Documents. On or before the Closing Date, Seller shall cause to be delivered to the Escrow Agent, for delivery to Purchaser on the Closing Date, each of the following:

(a) Any funds necessary to satisfy Seller's obligations arising from the prorations and adjustments described herein and for costs and expenses as set forth herein, if any.

(b) All documents required pursuant to this Agreement, properly executed by Seller.

11.3 Adjustments and Prorations on Closing. Seller and Purchaser understand that certain items will need to be prorated among the parties at Closing including, but not limited to real property taxes, if any. Real estate taxes payable for the current year, if any, shall be prorated on the Closing Date between the Seller and the Purchaser.

11.4 Costs of Closing.

11.4.1 Seller's Costs and Expenses. At Closing, Seller shall pay (i) one-half of the Escrow Agent's fee; (ii) the premium for an Owner's standard title insurance policy in the amount of the Purchase Price; (iii) all recording and miscellaneous charges customarily attributable to a Seller in similar transactions; and (iv) attorney fees incurred by Seller with respect to negotiating this Agreement, if any.

11.4.2 Purchaser's Costs and Expenses. At Closing, Purchaser shall pay (i) one-half of the Escrow Agent's Fee; (ii) any premium for additional title insurance endorsements desired by Purchaser over and above those provided by a standard title insurance policy (iii) all recording and miscellaneous charges customarily attributable to

purchasers in similar transactions; and (iv) all attorneys' fees incurred by Purchaser with respect to negotiating this Agreement, if any.

12. Remedies.

12.1 Seller's Breach. If Seller breaches this Agreement or fails to close the sale contemplated hereby through no fault of Purchaser, Purchaser shall be entitled to DAMAGES, SPECIFIC PERFORMANCE OR OTHER INJUNCTIVE OR EQUITABLE RELIEF.

12.2 Purchaser's Breach. If Purchaser breaches this Agreement and fails to close the sale contemplated hereby through no fault of Seller, Seller shall be entitled to DAMAGES, SPECIFIC PERFORMANCE OR OTHER INJUNCTIVE OR EQUITABLE RELIEF.

13. Brokerage Fees. No real estate brokerage fee or commission is owing in conjunction with this transaction.

14. Miscellaneous Provisions.

14.1 Assignment. The parties' rights and obligations under this Agreement shall not be assigned to any third party without the other party's prior written consent.

14.2 Possession. Purchaser shall be entitled to possession of the subject property on the Closing Date.

14.3 Attorneys' Fees. In any proceeding brought to enforce this Agreement or to determine the rights of the parties under this Agreement, the prevailing party shall be entitled to collect, in addition to any judgment awarded by a court, its reasonable attorney fees incurred, and all costs and expenses incurred in connection with such a lawsuit, including attorney fees, expenses of litigation, and costs of appeal. For purposes of this Agreement, the prevailing party shall be that party in whose favor final judgment is rendered or who prevails, if both parties are awarded judgment. The term "proceeding" shall mean and include arbitration, administrative, bankruptcy, and judicial proceedings including appeals.

14.4 Notices. Notices under this Agreement shall be in writing and shall be effective when actually delivered by hand delivery, electronic correspondence or United States mail directed to the other party at the address set forth below, or to such other address as the party may indicate by written notice to the other:

Seller:

City of Central Point
c/o Chris Clayton
140 South Third Street
Central Point, Oregon 97502-2216
chris.clayton@centralpointoregon.gov

and

Sydnee B. Dreyer
Jarvis, Dreyer, Glatte, Larsen & Bunick, LLP
823 Alder Creek Drive,
Medford, Oregon 97504-8900
sbd@medfordlaw.net

Purchaser:
Rogue Valley Council of Governments
c/o Ann Marie Alfrey
P.O. Box 3275
Central Point, Oregon 97502
amalfrev@rvcog.org

and

Douglas M. McGeary
Attorney at Law
2 N. Oakdale Ave.
Medford, OR 97501
doug@douglasmmcgearv.com

14.5 Amendment. This Agreement may be amended only by written instrument executed by Seller and Purchaser.

14.6 Representations and Warranties. All representations and warranties made herein shall survive Closing.

14.7 Entire Understanding. This Agreement, and the documents incorporated herein, consists of the entire Agreement between the parties with relation to the conveyance of the subject property.

14.8 Time of Essence. Time is of the essence of this Agreement.

14.9 Applicable law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

14.10 Counterparts. This Agreement may be executed by the parties in separate counterparts. For the purposes of this Agreement, a facsimile or electronic copy of a signature shall have the same force and effect as an original signature.

**14.11 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.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

SELLER:

PURCHASER:

CITY OF CENTRAL POINT

ROGUE VALLEY COUNCIL OF
GOVERNMENTS

Date: . 2022

Date: , 2022

By: Chris Clayton, City Manager

By: Ann Marie Alfrey, Executive Director