

RESOLUTION NO. 1597

A RESOLUTION APPROVING FIRST AMENDMENT TO AGREEMENT FOR
OPTION TO PURCHASE REAL PROPERTY KNOWN AS JACKSON COUNTY
ASSESSOR'S MAP NO. 36 2W 34 TAX LOTS 200 and 300 AND AUTHORIZING
CITY MANAGER TO EFFECTUATE SAME

RECITALS:

- A. City acquired real property consisting of 47 acres commonly referred to as Map No. 36 2W 34, Tax Lots 200 and 300 located behind 5795 Upton Road (the "Property") in 1975 for a future sewer treatment facility.
- B. In 1982 the City transferred its sewers to Rogue Valley Sewer Services as part of a regional program.
- C. The City has leased the Property for farming purposes since its acquisition.
- D. In 2017, per Resolution No. 1519, the City determined there was no public purpose in retaining ownership of the Property and declared the Property surplus and directed the City to sell the Property
- E. In 2018, the City approved an Agricultural Lease with an effective date of July 1, 2018, and an Agreement for Option to Purchase dated July 1, 2018 for the Property with Forest Stroud ("Stroud") (the "Option Agreement") per Resolution No. 1553. The Option Agreement provides that Stroud may exercise an option to purchase the Property on or after June 1, 2021 with a purchase price of \$416,000.00.
- F. Stroud has proposed an amendment to the Option Agreement to purchase the property at an earlier date, in consideration for an increase of the purchase price to \$495,000.00. The sale would close on or before September 28, 2019.
- G. City staff has analyzed the loss of lease revenue with an increase in the purchase price and recommends that it is in the City's best interest to approve an amendment to the Option Agreement and sell the property on or before September 28, 2019 in accordance with the goals established by the 2007 City of Central Point strategic plan.

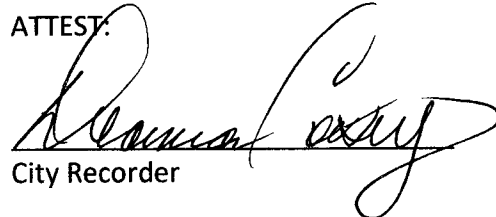
The City of Central Point resolves:

Section 1. The attached First Amendment to Agreement for Option to Purchase providing for the sale of approximately 47 acres commonly referred to as Map No. 36 2W 34, Tax Lots 200 and 300 located behind 5795 Upton Road on or before September 28, 2019 is approved.

Section 2. The City Manager is hereby authorized, on behalf of the City and without further action by the City Council, to execute the Amended Option Agreement and to perform all necessary acts, sign all necessary documents, and complete any other necessary matters in order to close on the sale of the Property.

Passed by the Council and signed by me in authentication of its passage this 22 day of August, 2019.


Mayor Hank Williams

ATTEST:

City Recorder

**FIRST AMENDMENT TO
AGREEMENT FOR OPTION TO PURCHASE**

THIS AMENDMENT is made this ___ day of August 2019, being deemed by the undersigned as a part of that certain *Agreement for Option to Purchase* dated July 1, 2018, by and between **City of Central Point, Oregon** as “Owner”, and **Forest Stroud**, as “Optionee” (“the Option Agreement”).

RECITALS

A. The parties desire to amend the Option Agreement as set forth herein.

B. Optionee is currently in compliance with all obligations imposed on Optionee pursuant to that certain Agricultural Lease between the parties dated July 1, 2018 (“the Lease”).

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and the Option Agreement, the parties hereto agree as follows:

1. Recitals. The parties acknowledge and agree that the above stated Recitals are incorporated herein and deemed a material part of this Amendment.

2. Option Agreement Amendment. The parties agree that the Option Agreement shall be amended as follows:

2.1 Special Option Exercise Right. Optionee has the right to exercise the Option as of the date of this Amendment for a Purchase Price of \$495,000.00. The parties acknowledge and agree that Optionee’s execution of this Amendment shall constitute the Exercise Notice pursuant to the Option Agreement for the amended Purchase Price of \$495,000.00.

2.2 Closing Date. Closing shall occur on or before September 28, 2019, at the offices of the Escrow Agent.

2.3 Rent Credit. At Closing, Optionee shall receive a rent credit in the amount of **Three Thousand Five Hundred and No/100 Dollars (\$3,500.00)**, which shall be applied towards the amended Purchase Price of \$495,000.00. Upon Closing, the Lease shall terminate without notice and shall have no further force or effect.

3. Miscellaneous Provisions.

3.1 Counterparts. This Amendment may be executed by the parties in separate counterparts, each of which when executed and delivered shall be an original, but all of which together shall constitute one and the same instrument. For the purposes of this Amendment, a facsimile or electronic copy of a signature shall be deemed effective as an original signature.

3.2 Interpretation. Each party intends that this Amendment in all respects shall be deemed and construed to be equally and mutually prepared by all parties and it is hereby expressly agreed that any uncertainty or ambiguity shall not be construed for or against any party.

3.3 Conflicting Provisions. In the event the terms and conditions set forth in this Amendment modify or conflict with the terms and conditions of the Option Agreement, the terms and conditions of this Amendment shall control and govern the rights and obligations of the undersigned parties. All other terms and conditions of the Option Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date(s) set forth below.

OWNER:

CITY OF CENTRAL POINT:

Date: . 2019

By: Christopher Clayton
Its: City Manager

OPTIONEE:

Date: . 2019

Forest Stroud