

PASSED IN THE HACSA BOARD OF COMMISSIONERS

ORDER

98-12-2-1H

In the Matter of Authorizing the Acquisition of Approximately 3.72 Acres (17-04-25-12 TL1000) Located on River Road in Eugene, Oregon and (2) Executing a Purchase Option Agreement for Approximately .27 Acres (17-24-25-12 TL1100) Located on River Road in Eugene, Oregon.

WHEREAS, acquiring site control of adequate land for development as affordable housing is a necessary component in meeting HACSA's mission to further expand the supply of low-income housing in Lane County;

WHEREAS, HACSA has the opportunity to acquire and/or secure site control of approximately 4.0 acres of land in the River Road area of Eugene, Oregon;

WHEREAS, HACSA desires to finance all or a portion of this acquisition/site control with a loan from the Enterprise Foundation;

WHEREAS, ORS 456.120 grants public housing authorities the power to purchase, buy on contract, exchange, lease, lease back, obtain options upon, acquire by gift, grant, bequest, devise or otherwise any real or personal property or any interest therein and to give its mortgage or trust deed covering any real property or security agreement covering any personal property or any interest in either.

NOW, THEREFORE IT IS HEREBY ORDERED:

- (1) The Executive Director (Or the Deputy Director) Is Authorized to Take the Necessary Procedural Steps to Acquire the Parcel Located on River Road (17-04-25-12 TL1000) "A" from Petiti-Anderson Investments for a Purchase Price Not to Exceed \$373,000.
- (2) The Executive Director (Or the Deputy Director) May, on Behalf of HACSA and Without Further Action by the HACSA Board of Commissioners, Execute and Deliver Agreements to Acquire Said Parcel;
- (3) the Executive Director (Or the Deputy Director) Is Authorized to Execute a Note and Any Other Necessary Documents with the Enterprise Foundation and to Take Any Actions Desirable or Necessary to Finance the Acquisition of Said Parcel;
- (4) The Executive Director (Or the Deputy Director) Is Authorized to Execute a Purchase Option Agreement with Petiti-Anderson Investments to Secure Site Control of an Adjacent Parcel Located on River Road (17-24-25-12 TL1100). The Purchase Price Specified in this Purchase Option Agreement Is Not to Exceed \$27,000.

DATED this 2nd day of December, 1998.

FILED

DEC 07 1998

APPROVED AS TO FORM

Date

11/25/98

[Signature]
OFFICE OF LEGAL COUNSEL

[Signature] Chair, HACSA Board of Commissioners

COUNTY CLERK

[Signature]

In the Matter of Authorizing the Acquisition of Approximately 3.72 Acres (17-04-25-12 TL1000) Located on River Road in Eugene, Oregon and (2) Executing a Purchase Option Agreement for Approximately .27 Acres (17-24-25-12 TL1100) Located on River Road in Eugene, Oregon.

Attachment A
Purchase Option Agreement

OPTION TO PURCHASE REAL PROPERTY

Petiti-Anderson Investors (GRANTOR)

Housing Authority and Community Services Agency of Lane County (HACSA) (GRANTEE)

RECITALS

A. Grantor is the owner of certain real property located in Lane County, Oregon, which is more particularly described on Exhibit A, attached hereto and by this reference made a part hereof (the Property).

B. Grantee is interested in purchasing all of the Property upon terms and conditions hereinafter stated, but desires that Grantor formal environmental clearances (Letter of No Further Action Required) from the Oregon Department of Environmental Quality before proceeding with the purchase of Property.

The parties therefore agree as follows:

AGREEMENTS

1. *Grant of Option.* Grantor, for and in consideration of the sum of \$1.00 paid to Grantor by Grantee in cash, receipt of which is hereby acknowledged, hereby grants to Grantee the sole and exclusive option to purchase the Property, as described in attached Exhibit A, in the manner and for the price hereinafter stated.

2. *Duration of Option.*

2.1 Grantor understands that Grantee is obtaining this option for the purpose of allowing Grantor sufficient time to apply for environmental clearances from the Oregon Department of Environmental Quality. To this end, the option agreement extends to December 31, 2001.

3. *Failure to Exercise Option.* If Grantee fails for any reason to exercise this option in the manner set forth below, Grantee shall have no further claim against or interest in the Property or against or in any of the money paid for the option or any extension thereof, and all of such money shall remain the property of Grantor who shall have no further obligation to Grantee. Further, in the event of such failure to exercise, Grantee will cooperate in providing Grantor with any instruments which Grantor may reasonably deem necessary or advisable to be obtained from Grantee for the purpose of

removing from the public record any cloud on Grantor's title to the Property which is attributable in any manner to the grant or existence of this option.

4. *Exercise and Scope of Option.*

4.1 This option shall be exercised if at all by written notice given by Grantee to Grantor at any time during the original or any extended option period, which notice shall specify that Grantee has elected to exercise this option.

4.2 This option may be exercised only with respect to the entirety of the Property; and nothing contained herein shall be construed as permitting Grantee to purchase less than all of the Property pursuant to this option.

4.3 Upon exercise of this option, Grantee shall be obligated to purchase the Property from Grantor, and Grantor shall be obligated to sell the Property to Grantee, for the price and in the manner hereinafter set forth.

5. *Rights for Duration of Option.*

5.1 During the option period, Grantee shall be entitled to go upon the Property for any legal purpose, including, but not limited to, making or conducting any inspection, investigation, test or survey reasonably relative to Grantee's decision to purchase the Property or to Grantee's prospective use thereof, provided only that all such activities shall be without expense to Grantor. Grantee shall not interfere with or disturb the rights of any tenants of Grantor in possession of any portion of the Property or of any mortgagees or contract vendors thereof. Grantee shall protect, defend and hold harmless Grantor from any loss, liability or damage to persons or property arising out of or related to Grantee's activities on the Property.

5.2 During the option period, Grantor shall cooperate in all reasonable respects with Grantee's efforts to inspect, investigate, test and survey the Property.

5.3 Grantee will provide Grantor with copies of any and all reports, surveys or tests arising out of the inspections, investigations, tests, or surveys.

6. *Purchase Price; Payment.* If Grantee exercises this option, the purchase price for the Property shall be as follows:

6.1 The purchase price is established as \$_____.

6.2 The purchase price for the Property shall be payable as follows:

(a) Grantee shall be given credit for the \$1.00 paid by Grantee upon

execution hereof and for such additional amounts as may be paid by Grantee to Grantor upon exercise of the option period as provided hereinabove;

(b) The entire balance of the purchase price shall be paid in cash upon closing.

7. *Closing:*

7.1 The purchase of the Property shall be closed in escrow at a location determined by Grantor, and the costs of escrow shall be shared equally by the parties.

7.2 Closing shall occur as soon as possible following exercise of this option by Grantee and, in any event, not later than the 30th day following the date of exercise of this option.

7.3 At closing, Grantor shall deliver to Grantee a duly executed and acknowledged warranty deed conveying the Property to Grantee.

7.4 At closing, Grantee shall pay to Grantor in cash the entire amount of the purchase price over and above the credits described in paragraph 6.2(a) above, its share of closing costs (excluding title insurance), and Grantee's pro rata share of items required to be prorated under paragraph 7.6 below.

7.5 At or prior to closing, Grantor shall pay the unpaid principal and accrued interest of any liens and encumbrances on the Property necessary to be paid in order to permit issuance of the title insurance policies referred to below, and Grantee understands that any such payments may be made out of the funds paid by it to Grantor at closing.

7.6 Taxes, utilities, premiums for any existing policies of insurance assumed by Grantee, and the current portion of assessments for governmental or quasi-governmental improvements, if any, shall be prorated between the parties as of the date of closing.

7.7 The transaction shall be closed when a title insurance company of the Grantor's choosing is in a position to insure title to the Property as provided in paragraph 8.8 below. It shall be Grantor's responsibility to arrange for the issuance of such title insurance, which shall be at Grantor's expense.

7.8 Grantee shall be entitled to a standard owner's policy of title insurance insuring title in Grantee subject only to the standard printed exceptions and the additional exceptions as are listed in Exhibit "B". Promptly following exercise of this option, Grantor shall make available to Grantee a preliminary title report on the Property.

8. Grantee understands that it is the responsibility of the Grantee to make determinations about the taxable status of this property and about land use status, both as to their present and future status, should Grantee decide to purchase this property.

9. *Assignment; Successors.* All of the terms, provisions and conditions hereof shall be binding upon and inure to the benefit of the successors and assigns of the respective parties.

10. *Notices.* Any notice given with respect hereto, whether or not required to be given shall be deemed given when actually delivered or when deposited in the United States registered or certified mails, return receipt requested, in an envelope addressed as below set forth or to such other address as either party may hereafter specify by notice to the other.

Notice to Grantee: Mr. James R. McCoy
Housing Authority and Community Services Agency of
Lane County
177 Day Island Road
Eugene, Oregon 97402

Notice to Grantor:

11. *Default.* If either party shall fail or refuse to carry out any provision hereof, the other party shall be entitled to such remedy or remedies for breach of contract as may be available under applicable law, including without limitation the remedy of specific performance, if such other party has fully performed all of its obligations hereunder.

12. *Attorney Fees.* In any suit or action brought upon or arising out of this agreement, and upon any appeal thereof, the losing party agrees to pay the prevailing party's reasonable attorney fees to be fixed by the trial and appellate courts respectively.

IN WITNESS WHEREOF, the parties have executed this instrument on or as of the day and year first written above.

_____ Date

Chris Todis

Executive Director

Housing Authority and Community Services Agency (Grantor)

_____ Date

BOOK **161** PAGE **1198**
OPTION TO PURCHASE REAL PROPERTY

EXHIBIT "A"

Legal Description

Tax Lot 17-04-25-12-1100

BOOK **161** PAGE **1199**
OPTION TO PURCHASE REAL PROPERTY

EXHIBIT "B"
Limitations

Those limitations identified on the Preliminary Title Report attached in the following pages.



BOOK 161 PAGE 1200
PRELIMINARY REPORT
AMENDED

CASCADE ESCROW
ATTN: LESLIE HUGHES
811 WILLAMETTE STREET
EUGENE, OR 97401

Date: JULY 22, 1998
Report No: CT-216287
Your No: E98-4068
Seller: PETITTI-ANDERSON INVESTMENT
Buyer: LANE CO. HOUSING AUTHORITY

PRELIMINARY REPORT FOR:

Owner's Policy \$400000.00

PREMIUMS:

Owner's Premium: \$1150.00
Government Service Fee: \$25.00

We are prepared to write a 1992 ALTA Title Insurance policy (TICOR) in the form and amount shown above insuring the title to the following described premises:

(A T T A C H E D)

VESTED IN:

(ATTACHED EXHIBIT "A")

DATED AS OF: JUNE 30, 1998, at 9:00 AM

Subject to the exceptions, exclusions, conditions and stipulations which are part of the policy form, and to the following:

GENERAL EXCEPTIONS (Standard Coverage Policy Exceptions):

01. a. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- b. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
02. a. Easements, liens, encumbrances, interests or claims thereof which are not shown by the public records.

continued-

No liability is assumed hereunder until policy has been issued and full policy premium has been paid.

MAIN OFFICE * 811 WILLAMETTE ST. * EUGENE, OREGON 97401 * PH: (541) 687-2233
FLORENCE * 1234 RHODODENDRON DR. * FLORENCE, OREGON 97439. * PH: (541) 997-8417
EUGENE FAX: 485-0307 * E-MAIL: info@cascadetitle.com * FLORENCE FAX: 997-8246

BOOK 161 PAGE 1201

Exception No. 02 continued-

- b. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession hereof.
- 03. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- 04. a. Unpatented mining claims;
b. Reservations or exceptions in patents or in Acts authorizing the issuance thereof;
c. Water rights, claims or title to water;
whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
- 05. Any lien or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.

SPECIAL EXCEPTIONS:

- 06. Taxes for the fiscal year 1998-1999, a lien not yet payable.
- 07. City liens, as levied by the City of Eugene for sanitary sewer, Account No. SP199110031375, in the amount of \$2,938.93, plus interest. (Tax Lot 10000)
- 08. Rights of the public and governmental bodies in and to any portion of the premises herein described now or at any time lying below high water mark of the Willamette River, including any ownership rights which may be claimed by the State of Oregon as to any portion now or at any time lying below the high water mark.
- 09. Rights of the public in and to that portion lying within River Road.
- 10. Sewer easement granted to the City of Eugene by instrument recorded February 11, 1954, Reception No. 22936, Lane County Oregon Deed Records. (20.0 feet wide) (Parcel 1)
- 11. Sewer easement, including the terms and provisions thereof, granted City of Eugene by instrument recorded February 11, 1954, Reception No. 22943, Lane County Oregon Deed Records. (Parcels 2 and 3)

continued-

BOOK 161 PAGE 1202

12. Road right of way, including the terms and provisions thereof, granted Albert W. Bada, et al., by instrument recorded March 27, 1958, Reception No. 35224, Lane County Oregon Deed Records. (Parcel 3)

13. Easement, including the terms and provisions thereof, granted to City of Eugene, by instrument recorded October 9, 1989, Reel No. 1597, Reception No. 8945528, Lane County Official Records. (Parcel 1)

14. Easement, including the terms and provisions thereof, granted to City of Eugene, by and through the Eugene Water & Electric Board, by instrument recorded September 25, 1990, Reel No. 1655, Reception No. 9046248, Lane County Official Records. (Parcel 1)

NOTE: To the best of our knowledge the address of the herein described premises is:

461 River Road
Eugene, OR 97404

NOTE: Taxes, Assessor's Map No. 17 04 25 1 2, Code 4-00, 1997-98, as follows:
#1000, Account No. 436756, in the amount of \$1,833.93;
#1100, Account No. 436764, in the amount of \$123.67, BOTH PAID IN FULL.

JUDGMENT SEARCH has been made against HOUSING AUTHORITY & COMMUNITY SERVICE AGENCY OF LANE COUNTY, and as of JUNE 30, 1998, we find none.

No liability is assumed hereunder until policy has been issued and full policy premium has been paid.

Very truly yours,

CASCADE TITLE CO.

BY: *Maurine L. Cross*

mb/Title Officer: Bill Wolf

cc: Clayton Walker & Assoc.
ATTN: Clayton Walker
P.O. Box 1338
Eugene, OR 97440

Ron Petitti
1200 Executive Parkway, #340
Eugene, OR 97401

BOOK **161** PAGE **1203**

PROPERTY DESCRIPTION

PARCEL 1:

Beginning at Southwest corner of Lot 1, in County Survey 609, being in the South line of the Lemuel E. Davis Donation Land Claim No. 42, Township 17 South, Range 4 West of the Willamette Meridian; and running thence North 8° 40' West, 137 1/2 feet; thence East to the bank of a slough; thence Southeasterly along the bank of said slough 142 feet, more or less, to a point due East of the beginning point; and thence West to the point of beginning, in Lane County, Oregon;

EXCEPT that portion described in deed to The City of Eugene, recorded December 13, 1979, Reel No. 1043, Reception No. 7973611, Lane County Official Records, in Lane County, Oregon; ALSO EXCEPT that portion awarded Lane County by Judgment filed October 24, 1989, in Case No. 16-88-08722, in Circuit Court of Oregon, Lane County.

PARCEL 2:

Beginning at a point on the North line of the Prior F. Blair Donation Land Claim No. 39, in Township 17 South, Range 4 West of the Willamette Meridian bearing East 778.80 feet from the intersection of the East right of way line of County Road No. 200 (River Road) and said North line; thence South 154.80 feet to a point; thence West 407.34 feet to a point on the centerline of Lombard Lane; thence North 154.80 feet along the Northerly projection of the centerline of Lombard Lane to a point on the North line of said Donation Land Claim; thence East 407.34 feet to the point of beginning, in Lane County, Oregon.

PARCEL 3:

Beginning at a point on the East line of the Old Pacific Highway at the intersection of said East line with the North line of the Prior F. Blair Donation Land Claim No. 39, Township 17 South, Range 4 West of the Willamette Meridian, a distance of 46.90 chains East of the Northwest corner of said claim running thence South 7° 50' East along the East line of the highway 66.2 feet; thence North 85° 52' East 220 feet; thence North 50 feet to the North line of said claim; thence West 228.0 feet to the point of beginning, all in the Prior F. Blair Donation Land Claim No. 39, Township 17 South, Range 4 West of the Willamette Meridian, in Lane County, Oregon;

EXCEPT THEREFROM a parcel of land lying in the Northwest one-quarter of the Northeast one-quarter of Section 25, Township 17 South, Range 4 West of the Willamette Meridian, Lane County, Oregon, and being a portion of that tract of land conveyed to William Emel, by that certain deed recorded October 18, 1972, Reel No. 608, Reception No. 24190, Lane County Oregon Deed Records; included in a strip of land 50 feet in width lying on the Easterly side of the centerline of River Road, as resurveyed by Lane County

continued-

BOOK 161 PAGE 1204

Parcel 3 continued-

in 1987; the centerline being described as follows: Beginning at Engineers' Centerline Station L 67+74.48 POT BK = L3 9+46.46 PT AH, said station being 701.74 feet South and 731.34 feet East of a Brass Cap marking the Northeast corner of the West one-half of the Prior F. Blair Donation Land Claim No. 39, in Township 17 South, Range 4 West, Willamette Meridian, Lane County, Oregon; run thence North 5° 38' 23" West, 754.51 feet to Engineer's Centerline Station L3 17+00.97 PC, and there ending, all in Lane County, Oregon;

The Easterly line of the above described strip of land crosses grantor's Southerly and Northerly property lines opposite approximate Engineers' Centerline Stations L3 15+55 POT and L3 16+20 POT, respectively.

The bearings used herein are based upon the Oregon Coordinate System of 1927, South Zone.

BOOK 161 PAGE 1205

EXHIBIT "A"
VESTING

PETITTI-ANDERSON INVESTMENTS,
a general partnership consisting of
RON J. PETITTI AND CARRIE A. PETITTI,
husband and wife, and
RODDY H. ANDERSON, D.M.D.
as to Parcels 1 and 2, and
PETITTI-ANDERSON INVESTMENTS,
a general partnership,
as to Parcel 3

NW1/4 NE1/4 SEC. 25 T.17S. R.4W. V
LANE COUNTY

BOOK 161 PAGE 1206

1"=100'

SEE MAP 17 04 24

17-04-25-12

THIS MAP IS TO ASSIST LOCATING PROPERTY. THE COMPANY ASSUMES NO LIABILITY FOR INACCURACIES.

WILLAMETTE

004-00



RIVER

004-12

LOMBARD
EAST BRIARCLIFF LANE

PLAT

200 0.86 AC

1/4 COR

300 2.51 AC

400 1.31 AC

401 0.72 AC

500 1.28 AC

600 1.32 AC

700 1.19 AC

S.23298

800 2.12 AC

900 0.23 AC

1000 3.22 AC

1100 0.27 AC

1200 0.21 AC

1203 0.27 AC

1204 0.36 AC

1201 0.28 AC

1300 0.16 AC

1500 0.20 AC

1701 0.31 AC

4000

3900

3800

3700

1702 0.14 AC

3600

1400 0.15 AC

1600 0.21 AC

1900 0.13 AC

1800 0.26 AC

2000 0.11 AC

2100 0.21 AC

4100

4200

4300

4400

4500

4600

2200 0.31 AC

2

Attachment B

Plat Map

NW1/4 NE1/4 SEC. 25 T.17S. R.4W. V.
LANE COUNTY

BOOK 161 PAGE 1208

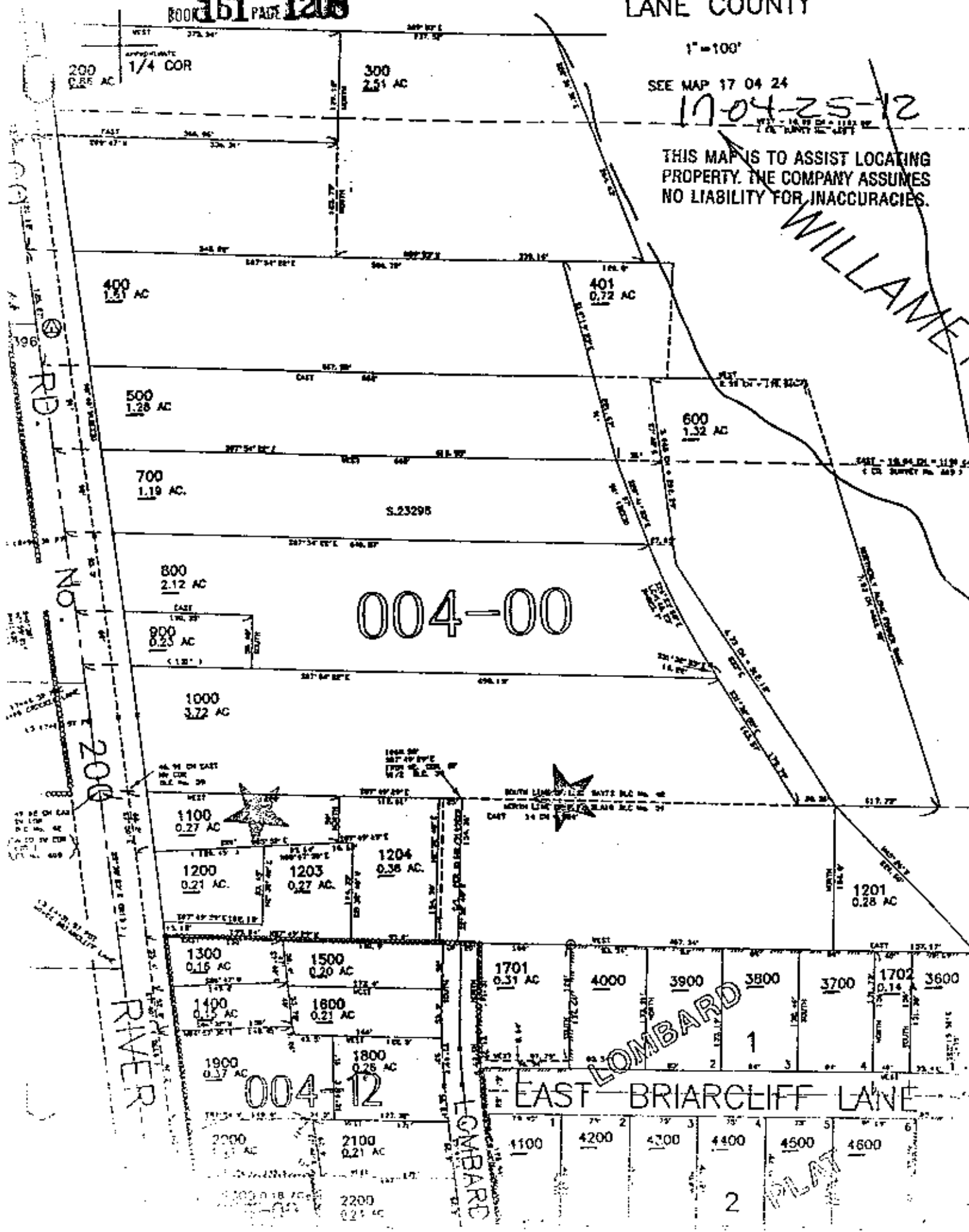
1"=100'

SEE MAP 17 04 24

17-04-25-12

THIS MAP IS TO ASSIST LOCATING PROPERTY. THE COMPANY ASSUMES NO LIABILITY FOR INACCURACIES.

WILLAMETTE



004-00

004-12

EAST BRIARCLIFF LANE

LOMBARD

RIVER