



**REGULAR MEETING AGENDA
TOWN HALL
September 16, 2020 – 5:00pm**

This meeting will be held electronically via Zoom. There are two ways to join the meeting:

- 1. You can join the meeting with your computer or smartphone using the following link and password:**

Meeting ID: **819 9691 8796** | Password: **001951**

- 2. You can join the meeting by landline phone or mobile phone by dialing +1 (669) 900-6833 and using the following information:**

Meeting ID: **819 9691 8796** | Password: **001951**

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearingimpaired or for other accommodations for persons with disabilities should be made at least 48 hours in advance of the meeting to the City Recorder at 541-535-1566, ext. 1012.

TURA reserves the right to add or delete items as needed, change the order of the agenda, and discuss any other business deemed necessary at the time of the study session and/or meeting. Study Sessions, Regular and Special TURA meetings are being digitally recorded and will be available on the City website.

Anyone wishing to speak on an agenda item will be given an opportunity to speak once the chair calls for speaks. Public Comment Forms are located at the entrance to the meeting place. Anyone commenting on a subject not on the agenda will be called upon during the "Speakers Heard on Non-Agenda Items" section of the agenda. Comments pertaining to specific agenda items will be taken at the time the matter is discussed by the Board.

1. Call to Order/Roll Call

2. Speakers Heard on Non-Agenda Items

Limited to 5 minutes or less per Board discretion

3. Consent Agenda

The consent agenda consists of items of a repeating or routine nature considered under a single action. Any Board member may have an item on the consent agenda removed and considered separately on request.

3.1. Approval of September 2, 2020 Meeting Minutes 3 - 4

4. Regular Agenda

Speakers will be provided the opportunity to offer comments on action items after staff members have given their report and, if there is an applicant, after the applicant has had the opportunity to speak. Action items are expected to result in motions, resolutions, orders, or ordinances.

4.1. 102 Home Street, Approval of Purchase and Sale Agreement 5 - 19

The first portion of this item will be held in executive session pursuant to ORS 192.660(2)(e) "to conduct deliberations with persons designated by the governing body to negotiate real property transactions."

4.2.	Launch Talent Recovers Website	20
4.3.	Gateway Site Temporary Shelter Concept	21 - 22
5.	Items from Executive Director	
6.	Items from Chair or Agency Members	
7.	Adjournment	



**REGULAR MEETING MINUTES
TOWN HALL
August 19, 2020 — 5:00 p.m.**

Study Session, Regular Council & TURA meetings are being digitally recorded and will be available on the City website.

1. Call to Order/Roll Call at 5:01 p.m.

Members Present:	Members Absent:
Chair Ayers-Flood Member Dolan Member Berlant Member Harrison Member Ponomareff Member Clark	Member Land
Also Present:	
Jon Legarza, Executive Director Carolyn Connelly, Local Government Law Group	

2. Speakers Heard on Non-Agenda Items

None.

3. Consent Agenda

3.1 Approval of August 19, 2020 Meeting Minutes

Member Dolan requested that misspelling of Land and Harrison to be corrected.

Motion: Member Ponomareff moves to approve the August 19, 2020 Meeting Minutes. Dolan Seconded.

Discussion: None.

Vote: All ayes; motion carries.

4. Regular Agenda

4.1 102 Home Street, Public Hearing, Resolution 20-8, Authorizing the Transfer of Surplus Property

Staff Report – Executive Director

Legarza recommended that the Board approve Resolution 20-8, Authorizing the Transfer of Surplus Property. Legarza noted that the proposed transfer is above fair market value and meets the goals of the Urban Renewal Agency. Legarza stated that the Resolution was amended in the final draft from “authorizes the Executive Director to sign all such documentation on the Agency’s behalf” to from “authorizes the Executive Director to negotiate all such documentation on the Agency’s behalf”

Public hearing Opened at 6:09 Public Hearing closed at 6:10

Discussion:

- Connelly suggested that the motion for the Board be modified to include as modified by tonight's meeting.

Motion: Member Dolan moves to approve Resolution 20-8, Authorizing the Transfer of Surplus Property as modified by tonight's meeting. Harrison Seconded.

Discussion: None.

Vote: All ayes; motion carries.

5. Items from Executive Director

Jon Legarza - Executive Director

Legarza discussed a developing a newsletter, receipt of a Pacific Power Will Serve Letter from the Gateway Site, and Hunter Communications ongoing work.

6. Items from Chair or Agency Members

Member Dolan

Inquired if the Executive Director would be interested in working with the City of Talent on its properties. Legarza stated that he would be happy to help the City in any way.

7. Adjournment at 6:16 PM

Respectfully submitted by:

Jon Legarza, Executive Director

Note: These minutes and the entire agenda packet, including staff reports, referenced documents, resolutions and ordinances are posted on the City of Talent website (www.cityoftalent.org) after each meeting. The minutes are not a verbatim record: the narrative has been condensed and paraphrased to reflect the discussions and decisions made.



AGENDA REPORT

Meeting Date: September 16, 2020
Staff Recommendation: Approve

Primary Staff Contact: Jon Legarza
Estimated Time: 10 minutes

ISSUE BEFORE THE BOARD

102 Home Street, Approval of Purchase and Sale Agreement

BACKGROUND

The first portion of this item will be held in executive session pursuant to ORS 192.660(2)(e) “to conduct deliberations with persons designated by the governing body to negotiate real property transactions.”

Before the Board is a motion to approve the Purchase and Sale Agreement for 102 Home Street. The Board previously adopted Resolution 20-8 on August 19th, which declared 102 Home Street as Surplus property and authorized staff to schedule a public hearing regarding the transfer and sale of the property. The Board then adopted Resolution 20-9, which allowed staff to negotiate the terms of the sale with the prospective purchaser. In this session, staff recommends the Board approve of the draft purchase and sale agreement, as one of the Urban Renewal Agency’s primary tasks is to improve and retain existing businesses within the City. As such, the transfer of Surplus Agency Property to a local business demonstrates the Agency’s commitment to the growth, retention, and improvement of local businesses. The terms of the sale of property are above fair market value of the previously declared Surplus Property.

Per ORS 221.725, the general terms of the transfer are:

The Surplus Property located at 102 Home Street is proposed to be transferred to Denise V. O'Brien for the purchase price of \$160,000 for use and operation as a commercial dining establishment. The purchase terms include a seller carry balance of \$144,000 at 3.0% interest with a balloon payment due on or before October 9th, 2021. The most recent appraisal of the property was completed on June 9th 2020, and established the fair market value of the property as \$155,000.

RECOMMENDATION

Approve

RELATED POLICIES

None

POTENTIAL MOTIONS

“I move to approve the Purchase and Sale Agreement, as presented, and authorize the Executive Director to sign on the District’s behalf.”

ATTACHMENTS

102 Home Street Appraisal dated June 9th, 2020
Draft Purchase and Sale Agreement

PURCHASE AND SALE AGREEMENT

This agreement for the sale and purchase of real property is between the Urban Renewal Agency of the City of Talent, Oregon, an Oregon municipal corporation under ORS Chapter 457 (“Seller”) and Denise V. Obrien and individual (“Purchaser”). It is effective as of the last date signed below.

RECITALS

A. Seller owns certain developed real property located in Jackson County, Oregon, as more particularly described in Section 1 below (the “Property”).

B. Purchaser desires to acquire all the Property from Seller, and Seller is willing to sell and convey all the Property to Purchaser, on and subject to the terms of this agreement (the “Agreement”).

AGREEMENT

1. Purchase and Sale of the Property. Seller agrees to sell the Property to Purchaser, and Purchaser agrees to purchase the Property from Seller, on the terms and conditions set forth in this Agreement. The Property consists of:

(a) The land described in Exhibit A attached hereto (the “Land”) and all easements, rights, strips, gores and any other rights or interests appurtenant thereto; and

(b) All the improvements currently situated on the Land, including fixtures (the “Improvements”). While not considered fixtures, for purposes of this Agreement, the Improvements shall include the oven, refrigerator, and microwave that are currently within the structure.

2. Purchase Price. The total purchase price for the Property is One Hundred Sixty Thousand Dollars (\$160,000.00). The Purchase Price will consist of: the Deposit as applied under the terms of this Agreement; Sixteen Thousand Dollars (\$16,000.00) cash at Closing; and One Hundred Forty Four Thousand Dollars (\$144,000.00) in financing arranged by Purchaser. The financing may take the form of financing provided by Seller upon such terms agreed to under separate agreement between Seller and Purchaser (the “Private Financing”). Such Private Financing would include a one (1) year term, interest at the rate of three percent (3%) per annum, monthly payments, and no prepayment penalties. As an alternative to the Private Financing, Purchaser may elect to make another arrangement that does not involve the Private Financing with Seller. Purchaser is not obligated to take the Private Financing from Seller. If Purchaser elects to not use Private Financing, Purchaser shall provide the full Purchase Price, less Deposit, as cash at Closing.

3. Escrow Agent. Within three (3) business days after this Agreement is executed and delivered by both parties to the Agreement (the later of those dates of execution and delivery being herein referred to as the “Effective Date”), Purchaser will establish an escrow account for this transaction at AmeriTitle (the “Escrow Agent”) in Ashland, Oregon. Within five (5) business days after the Effective Date, Purchaser must deliver to the Escrow Agent, a check in the amount of \$2,000 made payable to the Escrow Agent (the “Deposit”). The Deposit will be

placed in an interest-bearing account, and all interest thereon will be added to and become part of the Deposit. The Deposit must be applied in accordance with the terms of this Agreement.

4. Payment of Purchase Price. The purchase price must be paid by Purchaser on the Closing Date (as defined in Section 12.1).

5. Inspection Contingency.

5.1 *Inspection Rights.* Purchaser will have until midnight at the end of the twelfth (12th) day after the Effective Date (the “Review Period”) to satisfy itself concerning all aspects of the Property, including, without limitation, the physical condition thereof; the insurance policies and all other financial aspects of the Property; the availability of any governmental permits and approvals; and the feasibility of using the Property for Purchaser’s intended use. Purchaser will have the right to perform such tests, inspections, and feasibility studies on the Property as Purchaser may deem necessary. Seller will permit and, to the extent reasonably required by Purchaser, will assist Purchaser in providing access to Seller’s architects, engineers, contractors, subcontractors, managers, analysts, and appraisers in connection with Purchaser’s review of the Property. Purchaser will schedule and coordinate all inspections, including, without limitation, any environmental tests, with Seller and will give Seller at least one (1) business days’ prior written notice thereof. Seller will be entitled to have a representative present at all times during each such inspection and communication with tenants.

5.2 *Inspection Expenses.* All costs and expenses of all Purchaser’s tests, inspections, and studies must be paid by Purchaser when due, regardless of whether this transaction closes.

5.3 *Inspection Indemnity.* Purchaser will indemnify, defend, and hold harmless Seller from and against any and all costs, losses, damages, expenses, liabilities, actions, liens, or claims arising from or related to any activities on or about the Property by Purchaser or any agent, employee, or contractor of Purchaser

5.4 *Removal of Inspection Contingencies.* If, by the end of the Review Period, Purchaser has notified Seller in writing that Purchaser rejects the Property in its then-current condition, this Agreement will terminate, whereupon the Deposit will be forfeited to Seller. This Agreement thereafter will be null and void, and neither party will have any obligation to the other, except as otherwise provided herein. Unless such notice of rejection is given, the inspection contingency will be deemed waived and this Agreement will be binding on Purchaser. If Purchaser elects, Purchaser may offer Seller the opportunity to correct any items Purchaser determines to be unacceptable by providing Seller with written notice before the end of the Review Period of what must be corrected, by what dates, and in what manner (the “Correction Notice”). Within ten (10) business days after Seller is given the Correction Notice, Seller will notify Purchaser in writing whether and to what extent Seller will effect and pay for the corrections (the “Notice of Intent to Correct”), all of which must be completed before the Closing Date (defined in Section 12.1). If Seller fails to give a Notice of Intent to Correct within those ten (10) business days, Seller will be deemed to have refused to agree to the corrections. Within three (3) business days after Seller gives a Notice of Intent to Correct (or after the last day of the period within which the notice is to be given if it is not), Purchaser may elect to (a) cancel this Agreement, whereupon the Deposit will be forfeited to Seller, or (b) agree to waive its inspection contingencies as provided in this section, whereupon Seller will promptly commence and proceed with diligence to completion before the Closing Date with the correction of the items that Seller agreed to undertake in its Notice of Intent to Correct. The failure of

Purchaser to give notice of its waiver to Seller within the three (3)-day period will be deemed an election to waive its inspection contingencies in this section.

5.5 Environmental Assessments. Purchaser is responsible for obtaining its own environmental inspections of the Land and Improvements. Purchaser agrees to provide Seller with a true and complete copy of all environmental studies, tests, and reports that Purchaser obtains in connection with its inspection of the Land or Improvements and, if authorized by Seller as provided in Section 5.1, with independent splits of each soil or groundwater sample or other substance or material that may be obtained by Purchaser or its consultant in form and quantity sufficient for independent analysis. Purchaser will pay for all costs of its environmental inspections regardless of whether this sale closes. If any person is required to make any report to any governmental agency as the result of any environmental inspection, the report will be submitted solely by Seller.

6. Financing Contingency. Purchaser will have until midnight at the end of the twentieth (20th) day after the Effective Date (the “Financing Contingency Period”) in which to obtain financing, whether via Private Financing with Seller or through another arrangement. If, at the end of the Financing Contingency Period, Purchaser has notified Seller in writing that the Purchaser has not satisfied this contingency, this Agreement will terminate, whereupon the Deposit will be refunded to Purchaser. This Agreement thereafter will be null and void and neither party will have any obligation to the other hereunder, except as otherwise provided herein. If Purchaser fails to give such a notice, then the financing contingency will be deemed waived by Purchaser. Purchaser is not obligated to gain financing from Seller and may make another arrangement for financing of the Purchase Price within the Financing Contingency Period.

7. Title to the Property

7.1 Title Report. Within seven (7) business days after the Effective Date, Purchaser will order a preliminary title report from the Escrow Agent with respect to the Land (the “Title Report”) and deliver to Seller. The Title Report will be accompanied by the most legible copies available of all special exceptions listed therein. Purchaser will have until five (5) business days after its receipt of the Title Report in which to notify Seller in writing of Purchaser’s disapproval of any exceptions shown in the Title Report. Any special assessments shown on the Title Report that are objected to by Purchaser will be included in Purchaser’s notice. In the event of any disapproval, Seller will notify Purchaser in writing within five (5) business days after Purchaser’s notification as to whether Seller agrees to remove any of the exceptions so disapproved, and upon delivering the notice, Seller will have until the Closing Date described in Section 12.1 to cause the exceptions that Seller has agreed to remove to be removed of record and from the Title Report. Purchaser will be deemed to have accepted all title exceptions to which it has not timely objected.

7.2 Rescission of Agreement—Title Defects. If Seller elects not to eliminate any title exception disapproved by Purchaser, Purchaser may elect to cancel this Agreement by written notice to Seller given on or before two (2) days after Seller’s notification of the election. If Purchaser does not elect to cancel this Agreement, Purchaser’s objections to the disapproved exceptions that Seller elected not to eliminate are deemed waived and the Property will be conveyed to the Purchaser with such defects without credit against the purchase price. The foregoing notwithstanding, Seller agrees that it will cause all trust deed liens and real property

taxes against the Property that are not specifically accepted by Purchaser to be released of record by the Closing Date. If Purchaser fails to give timely notice to Seller of termination under this paragraph, then Purchaser's right of termination will be deemed waived.

8. Property Documentation. As soon as practicable, Seller will deliver to Purchaser or provide Purchaser access to all documents and reports relating to the Property to the extent they exist and are in Seller's possession or control. The documents and reports covered by this disclosure requirement include, but are not limited to, all reports, studies, appraisals, and environmental assessments. Seller shall provide either paper or electronic copies of all documentation to the extent a document is held in one or both forms. Except as otherwise specifically provided in this Agreement, Seller is under no obligation to create any additional data or documentation or obtain any reports for Purchaser. Purchaser acknowledges that Seller is not making any representation, warranty, or guaranty with respect to the completeness, accuracy, or reliability of any report, document, or record prepared by any third party regarding the Property other than that Seller represents it has no actual knowledge of any inaccuracies in such third-party information except as disclosed in writing to Purchaser.

9. Seller's Representations

9.1 Content of Representations. Seller represents, warrants, and covenants to Purchaser as follows:

(a) **No Litigation.** To Seller's knowledge, there is no pending or threatened litigation or administrative action with respect to the Property.

(b) **Authority of Seller.** Seller's execution of, delivery of, and performance under this Agreement are undertaken according to authority validly and duly conferred on Seller and the signatories hereto.

(c) **Nonforeign Status.** Seller is not a "foreign person" as defined in IRC §1445(f)(3), and Seller is not a "transferor" as defined in ORS 314.258(1)(f).

9.2 Seller's Knowledge. In each event in which any representation of Seller is limited "to Seller's knowledge" or similar phrase, that knowledge must include only the actual, personal knowledge (and not the implied, imputed, or constructive knowledge) of, Executive Director Jon Legarza without any investigation or inquiry whatsoever, except that said knowledge includes a general review of Seller's files.

9.3 Survival of Warranties. Seller's liability for any misrepresentation or the breach of any warranty under this Agreement will survive the closing of this transaction for a period of one year.

10. Purchaser's Representations

Purchaser represents, warrants, and covenants to Seller as follows:

10.1 Purchaser's Authority. Purchaser has the full right and authority to conduct its business under the laws of the state of Oregon.

10.2 No Third-Party Consents. The execution of this Agreement by Purchaser and Purchaser's performance of all its obligations hereunder are not subject to any additional approval or consent of any person, board, committee, or third party.

10.3 No Litigation. Purchaser is not a party to any litigation or civil or criminal proceedings; no petitions in bankruptcy have been filed by or against Purchaser; and none of

Purchaser's assets are currently subject to any insolvency, receivership, or foreclosure proceedings.

10.4 No Breach of Agreements. This Agreement does not breach or violate any term or provision of any other agreement or contract to which Purchaser is a party.

11. Conditions to Closing

11.1 Purchaser's Conditions. Purchaser acknowledges that Seller does not guarantee the satisfaction of the conditions precedent listed in this Section 11.1 and that Seller's failure to satisfy the conditions (for any reason other than Seller's bad faith) will not be deemed to be a default hereunder but will merely be a failure of a condition to closing, in which event Purchaser's sole remedy will be to (1) waive the condition(s) and any claim against Seller with respect thereto, including, without limitation, as provided in Section 9.3, or (2) terminate this Agreement. Furthermore, at Seller's election, Seller will be permitted to extend the Closing Date for any period of time up to ten (10) business days to satisfy any of the conditions set forth in this Section 11.1. Purchaser's obligation to close this transaction is subject to the satisfaction of each of the following conditions:

(a) **Seller's Compliance.** Seller's fulfillment of each of its obligations under this Agreement in all material respects.

(b) **Seller's Representations.** The continuing accuracy of all Seller's warranties and representations in this Agreement in all material respects.

(c) **Material Condemnation.** The absence of any condemnation or the institution of condemnation proceedings that result in the taking of any of the Land and Improvements. If this transaction closes, Seller will assign to Purchaser on the Closing Date all condemnation awards and rights to awards that were not used by Seller to pay the costs of any restorations of the Land or Improvements necessitated by the condemnation.

(d) **Material Casualty.** The absence of any material damage by casualty to the Improvements that has not been repaired by the Closing Date. For the purposes of this paragraph, a "material damage by casualty" means any damage by fire or other casualty that has not been repaired and paid for by the Closing Date and for which the estimated cost of the remaining repairs exceeds twenty thousand dollars (\$20,000.00).

(e) **Title Insurance.** The Title Company must be ready, willing, and able to issue a standard American Land Title Association owner's policy of title insurance in the amount of the Purchase Price, insuring title in Purchaser to the Premises consistent with the terms of this Agreement and subject only to the usual standard policy exceptions and the title exceptions approved or deemed approved by Purchaser.

11.2 Seller's Conditions. Seller's obligation to close this transaction is subject to the satisfaction of each of the following conditions:

(a) **Purchaser's Compliance.** Purchaser's fulfillment of each of its obligations under this Agreement.

(b) **Purchaser's Representations.** The continuing accuracy of all Purchaser's warranties and representations in this Agreement.

12. Closing

12.1 Closing Date. This transaction will be closed on or before October 9, 2020, as evidenced by the recordation of Seller's deed to Purchaser, being herein referred to as the "Closing Date"). Each party may extend the Closing Date one (1) time by up to three (3)

business days if the extension is required by illness, transportation delays, the unavailability of the Escrow Agent, or other causes beyond the party's reasonable control.

12.2 Manner and Place of Closing. This transaction will be closed by the Escrow Agent in Ashland, Oregon, or at such other place as the parties may mutually agree to in writing. Closing will take place in the manner and in accordance with the provisions set forth in this Agreement.

12.3 Prorations, Adjustments.

(a) Any ad valorem real property taxes and assessments (collectively, the "Expenses"), will be prorated and adjusted between the parties as of the Closing Date. At closing, Purchaser will be given a credit against the purchase price equal to the sum of all accrued but unpaid Expenses, and Purchaser will pay to Seller all prepaid but not yet accrued Expenses.

(b) Purchaser will pay all conveyance, recording, excise, or transfer taxes and fees in connection with this sale.

(c) Purchaser will pay the premium for a standard owner's title insurance policy in favor of Purchaser in the amount of the purchase price. Any additional title insurance coverage or endorsements requested by Purchaser will also be paid by Purchaser.

(d) Purchaser will pay the escrow and closing fees charged by the Escrow Agent.

(e) Each party will pay its own attorney fees and broker fees, if any.

12.4 Events of Closing. If the Escrow Agent has received the sums and is in a position to cause the title insurance policy to be issued as described below, this transaction will be closed on the Closing Date as follows:

(a) Seller will convey the real property to Purchaser by special warranty deed, subject to the matters accepted or deemed accepted by Purchaser under this Agreement, in the form attached hereto as Exhibit B.

(b) Seller will provide Purchaser with (i) the Certificate of Nonforeign Status as provided in IRC §1445(b)(2) and (ii) a certificate or other documentary evidence complying with ORS 314.258 that is reasonably acceptable to Purchaser and the Escrow Agent and sufficient to assure Purchaser and the Escrow Agent that no withholding is required under ORS 314.258.

(c) The Escrow Agent will calculate the prorations agreed to herein, and the parties will be charged and credited accordingly.

(d) Any liens to be paid by Seller at closing will be paid and satisfied of record at Seller's expense.

(e) Purchaser will pay the Purchase Price to Seller, as adjusted for the charges and credits set forth in this Agreement.

(f) The Escrow Agent will be committed to issuing the policy described in Section 12.5 upon recordation of the closing documents.

(g) Upon compliance with the parties' closing instructions, the Escrow Agent will record the deed to Purchaser.

12.5 Title Insurance. As soon as possible after the Closing Date, the Escrow Agent will furnish Purchaser a standard American Land Title Association form of owner's policy of title insurance in the amount of the purchase price for the Property, subject only to the Escrow Agent's standard preprinted exceptions and exclusions for the form and except for the matters accepted or deemed accepted by Purchaser under this Agreement. The costs of additional or extended title insurance beyond standard coverage will be paid by Purchaser, and the availability of any such coverage will not be a condition of closing.

12.6 Possession. Seller will deliver possession of the Property to Purchaser on the Closing Date.

12.7 Acceptance of Property. Purchaser acknowledges that Purchaser has assessed, or has had the opportunity to assess, the size, configuration, utility service, environmentally sensitive areas, means of access, permitted uses, status of title, value, condition, and all other material aspects of the Property, and, except as specifically stated herein, Purchaser is not relying on, nor has Purchaser been influenced by, any statement or representation of Seller or any agent or representative of Seller regarding any of such items. Except for any actionable breaches of Seller's representations and warranties contained herein, Purchaser's acceptance of the Property and the satisfaction or waiver of all Purchaser's conditions to closing will be evidenced solely by the closing of this transaction and without any other act or confirmation by Purchaser. Purchaser does not have the option to close this transaction without accepting the Property in its then current condition, and Purchaser acknowledges that except for any Seller's breach of an express warranty stated in this Agreement, Purchaser is acquiring the Property "AS IS, WHERE IS" in its current condition existing as of the Closing Date, without any representation or warranty of any kind or nature by Seller.

12.8 Property Exchange. Each party agrees to cooperate with the other in an IRC section 1031 property exchange in connection with this sale as long as in doing so it incurs no additional liability or expense and is not required to hold title to any other property, the Closing Date is not affected and the entire amount owed to Seller hereunder is paid in the manner stated in this Agreement. Neither party will have any responsibility for the ultimate characterization of this transaction for the other party's tax purposes; this sale is not conditioned upon and may not be rescinded as a result of that characterization or either party's ability to effect an exchange. Seller agrees to an assignment of this purchase and sale agreement to a qualified intermediary by the Purchaser.

13. Defaults and Failure to Close

13.1 Seller's Remedies. In the event that this transaction fails to close on account of a default by Purchaser under this Agreement, an amount of eight thousand dollars (\$8,000.00) will be forfeited by Purchaser and delivered to Seller as liquidated damages as Seller's sole remedy for the default. Such amount has been agreed by the parties to be reasonable compensation and the exclusive remedy for purchaser's default, since the precise amount of such compensation would be difficult to determine.

13.2 Purchaser's Remedies. If this transaction fails to close on account of a default by Seller under this Agreement, Purchaser will be entitled to a remedy for breach of contract that is commonly known as specific performance.

13.3 Defaults. Except for either party's wrongful failure to close or satisfy a condition to closing by the required Closing Date, neither party will be deemed in default under this Agreement unless the party is given written notice of its failure to comply with this Agreement and the failure continues for a period of seven (7) days after the date the notice is given. This section will not be construed as extending the time by which any notice or contingency waiver must be given.

13.4 Waiver of Jury Trial. As part of the consideration for this Agreement, each of the parties waives the right to trial by jury in connection with any dispute or action under this Agreement.

14. Conduct of Business

14.1 Operations. Between the date of this Agreement and the Closing Date, Seller will continue to operate the Property in a reasonable manner.

14.2 Contracts. Between the Effective Date and the Closing Date, Seller will not enter into any service or maintenance contract related to the Property that cannot be canceled at no cost to Purchaser unless Seller first obtains the written approval of Purchaser, which approval will not be unreasonably delayed, conditioned, or withheld.

14.3 Insurance. Seller agrees to continue to maintain its current insurance coverage on the Property until the Closing Date but Seller has no responsibility for maintaining any such insurance after the Closing Date or to assign any policy to Purchaser.

14.4 No Additional Obligations. Except as provided in this section, Seller has no obligation to maintain, repair, alter, reconstruct, or replace any portion of the Property or preserve or enter into any existing or new leases or service contracts, and Purchaser acknowledges that there exist no express or implied representations or covenants to do so.

15. Legal Relationships

15.1 Relationship of Parties. This Agreement creates only the relationship of seller and buyer, and no joint venture, partnership, or other joint undertaking is intended hereby. Neither party hereto will have any rights to make any representations or incur any obligations on behalf of the other. Neither party has authorized any agent to make any representations, admit any liability, or undertake any obligation on its behalf. Neither party is executing this Agreement on behalf of an undisclosed principal.

15.2 No Third-Party Beneficiaries. No third party is intended to be benefited or afforded any legal rights under or by virtue of this Agreement.

15.3 Joint and Several Liability. If either party comprises more than one person or entity, the obligations of each person or entity comprising such party under this Agreement will be joint and several.

15.4 Real Estate Brokers. Seller represents that it has not engaged a broker or agent in connection with this transaction. Purchaser has engaged an agent in connection with this transaction. Purchaser will indemnify, defend, and hold harmless Seller from and against all claims, losses, and liabilities made or imposed for any commission or finder's fee to its agent and arising out of the actions of the Purchaser; Purchaser will be fully and totally responsible for any commission or fee payable to its agent.

15.5 Indemnified Parties. Any indemnification contained in this Agreement for the benefit of a party will extend to the party's members, directors, officers, and employees.

15.6 Assignments and Successors. Purchaser may not assign or otherwise transfer this Agreement or any interest herein, voluntarily, involuntarily, or by operation of law, without the prior written consent of Seller in each instance, which consent will not be unreasonably withheld. Purchaser will not be released from its obligations under this Agreement in the event of any assignment or transfer by Purchaser. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties hereto and their respective successors and assigns.

16. General Provisions

16.1 Notices. Notices under this Agreement must be in writing and, if personally delivered, will be effective when received. If mailed, a notice will be deemed effective on the

second day after deposited as registered or certified mail, postage prepaid, directed to the other party. Notices must be delivered or mailed to the following addresses:

<i>Seller:</i>	Talent Urban Renewal Agency 29333 SW Town Center Loop E #2044 Wilsonville, OR 97070-9465	<i>Purchaser:</i>	Denise O'Brien 112 N. 2nd St Talent, OR 97540
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Either party may change its address for notices by at least seven (7) calendar days' advance written notice to the other.

16.2 *Time of Essence.* Except as otherwise specifically provided in this Agreement, time is of the essence for each and every provision of this Agreement.

16.3 *Invalidity of Provisions.* If any provision of this Agreement, or any instrument to be delivered by Purchaser at closing under this Agreement, is declared invalid or is unenforceable for any reason, the provision will be deleted from the document and will not invalidate any other provision contained in the document.

16.4 *Neutral Construction.* This Agreement has been negotiated with each party having the opportunity to consult with legal counsel and will be construed without regard to which party drafted all or part of this Agreement.

16.5 *Captions.* The captions of the sections and paragraphs in this Agreement are used solely for convenience and are not intended to limit or otherwise modify the provisions of this Agreement.

16.6 *Waiver.* The failure of either party at any time to require performance of any provision of this Agreement will not limit the party's right to enforce the provision. Waiver of any breach of any provision will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

16.7 *Subsequent Modifications.* This Agreement and any of its terms may be changed, waived, discharged, or terminated only by a written instrument signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought.

16.8 *Saturdays, Sundays, and Legal Holidays.* If the time for performance of any of the terms, conditions, and provisions hereof falls on a Saturday, Sunday, or legal holiday, then the time of the performance will be extended to the next business day thereafter.

16.9 *Venue.* In any action brought to interpret or enforce any of the provisions of this Agreement, the venue will be in Jackson County, Oregon.

16.10 *Applicable Law.* This Agreement will be construed, applied, and enforced in accordance with the laws of the state of Oregon. All sums referred to in this Agreement will be calculated by and payable in the lawful currency of the United States.

16.11 *Entire Agreement.* This Agreement constitutes the entire agreement of the parties with respect to the Property and supersedes and replaces all written and oral agreements previously made or existing between the parties.

16.12 *No Offer.* By providing an unexecuted copy of this Agreement to any person, neither party is deemed to have made an offer to sell or purchase or otherwise indicated its willingness to enter into any transaction with respect to the Property, and this Agreement will not be binding on any party unless and until it has been fully executed and delivered by Seller and Purchaser.

16.13 *No Recording.* Neither this Agreement nor any memorandum or short form thereof may be recorded.

16.14 Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same contract.

16.15 Electronic Copies. Either party may rely on facsimile or electronic copies of this Agreement to the same extent as the originals.

16.16 Statutory Warning (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, 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 caused this Agreement to be executed as of the day and year last signed below.

SELLER:

PURCHASER:

By: Jon Legarza, Executive Director

Denise V. O'Brien

Date Executed: _____

Date Executed: _____

EXHIBIT A
Description of Property

The following described real property consisting of approximately 0.06 acres:

As described in Document No. 2005-038176, Jackson County Official Records, in Jackson County, Oregon.

[Legal description to be confirmed with title report.]

DRAFT

EXHIBIT B
Special Warranty Deed

After recording return to:

Until a change is requested,
all tax statements shall be sent
to the following address:

Account: 1-027603-7
Tax Lot: 381W23CD-4401

SPECIAL WARRANTY DEED
(ORS 93.855(1))

The Urban Renewal Agency of the City of Talent, Oregon, an Oregon municipal corporation under ORS Chapter 457 (Grantor) conveys and specially warrants to Denise V. O'Brien and Adrian Dale Griffin (Grantee), the following described real property free of encumbrances created or suffered by the grantor except as specifically set forth herein, consisting of approximately 0.06 acres:

■, in Jackson County, Oregon.

Exceptions to Grantor's covenants are attached as Exhibit A. [Attach title report exceptions.]

True consideration for this conveyance is \$160,000.00.

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. THIS INSTRUMENT DOES 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 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 DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, 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.

[Signatures on following page.]

GRANTOR:

By: Jon Legarza, Executive Director

Date: _____

STATE OF OREGON
County of Jackson

This instrument was acknowledged before me on this ___ day of ___, 2020, by Jon Legarza as Executive Director for the Urban Renewal Agency of the City of Talent.

Notary Public for Oregon

DRAFT



AGENDA REPORT

Meeting Date: September 16, 2020
Staff Recommendation: Approve

Primary Staff Contact: Jon Legarza
Estimated Time: 10 minutes

ISSUE BEFORE THE BOARD

Launch Talent Recovers Website

BACKGROUND

Staff has developed a website under the name of Talent Recovers. Staff is proposing launching a website that assists with the recovery efforts and connects resources to those in need of resources. The website will be presented during the meeting.

RECOMMENDATION

Approve

RELATED POLICIES

None

POTENTIAL MOTIONS

"I move to approve staff launch the Talent Recovers website once evacuation orders are lifted for Talent."

ATTACHMENTS

None



AGENDA REPORT

Meeting Date: September 16, 2020
Staff Recommendation: Approve

Primary Staff Contact: Jon Legarza
Estimated Time: 10 minutes

ISSUE BEFORE THE BOARD

Gateway Site Temporary Shelter Concept

BACKGROUND

On September 8th, 2020, the Alameda Fire destroyed residential and business property within the Urban Renewal District. Staff quickly worked with the Walker Macy design team to provide a concept option that could be used for transitional, temporary housing on the Gateway Site.

The concept plan was designed to assess the temporary use of the Gateway Site to provide temporary shelter to residents displaced by the Alameda Fire. Staff recommends that the Board motions to approve the concept plan for temporary shelter on the Gateway Site and direct staff to complete further due-diligence on developing a temporary shelter site on the Gateway Site.

RECOMMENDATION

Approve

RELATED POLICIES

None

POTENTIAL MOTIONS

"I move to approve the temporary shelter concept plan for the Gateway Site, and direct staff to complete further due-diligence on developing a temporary shelter site on the Gateway Site."

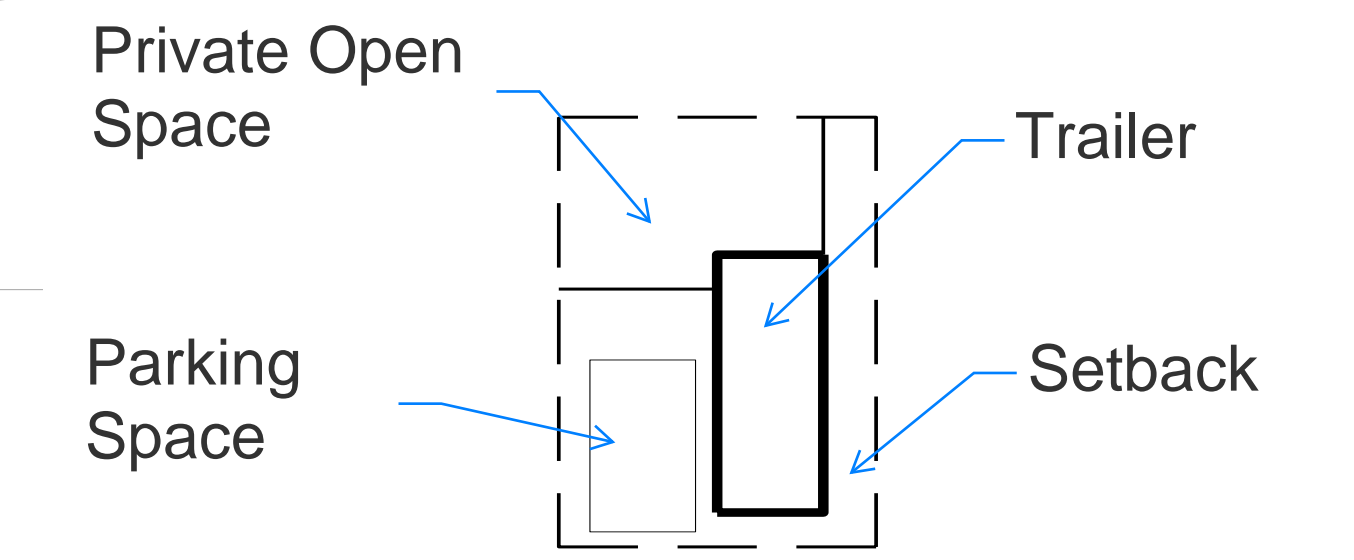
ATTACHMENTS

Concept Plan, Walker Macy

Assumptions

61 Trailer Pads

30'x50', assumes space for car parking, trailer, private open space, and setback between trailers



20' wide Gravel Access Drive connects to existing curb cuts and asphalt areas

Gathering Space spans existing paved and unpaved areas of site

Stripe access routes on existing asphalt

Existing Curb Cuts

Existing Curb Cuts

Gathering Space / Dog Walk Area

Existing Curb Cuts

Existing Asphalt Edge

Gravel Access Drive