DATE: July 6, 2015

FROM: James Lewis Property & Facilities  541-385-1414

TITLE OF AGENDA ITEM:

PUBLIC HEARING ON THIS DATE?  No

BACKGROUND AND POLICY IMPLICATIONS:
The attached Land Donation Agreement stipulates the County’s intent to donate land in La Pine, Oregon, for a community health care facility owned and operated by St. Charles Health Systems as permitted by ORS 271.330. The subject property, located within the La Pine City limits (Tax Map 22100000001015), was acquired by Deschutes County through a land trade in 2006 (in exchange for road right of way). The property consists of an undeveloped 5.6 acre parcel, of which St. Charles will acquire 2.0 acres. According to the terms of the agreement, St. Charles will be responsible for the partitioning and zone change of the entirety of the property, prior to transfer of ownership by the County.

The donation of this property was discussed with and authorized by the Board of Commissioners at work sessions in January and February, 2016.

FISCAL IMPLICATIONS:
There is no consideration for this conveyance. The donation of property for to a qualified non-profit low income housing provider is authorized pursuant to ORS 271.330.

RECOMMENDATION & ACTION REQUESTED:
Staff recommends signature of Documents 2016-153.

ATTENDANCE: James Lewis, Property Manager

DISTRIBUTION OF DOCUMENTS:
Original to James Lewis for recordation.
St. Charles Property Donation - La Pine

Tax Map 2210000000115
LAND DONATION AGREEMENT

PARTIES:

Deschutes County
P.O. Box 6005
Bend, OR 97708

St. Charles Health Systems or Assigns
2500 NE Neff Road
Bend, OR 97701

(“Grantor”)

(“Grantee”)

RECITALS:

A. Grantor and Grantee wish to enter into an Agreement dated March 2, 2016 where Grantor will donate to Grantee the southern two (2) acres of the approximately 5.6 acres in La Pine, OR owned by the Grantor and further described as Taxlot 2210000000115 “The Property”. The Property must first be partitioned to allow for such a donation.

AGREEMENT:

Grantor Documents:

Within fifteen (15) calendar days after the Execution Date of this Agreement, Grantor shall deliver to Grantee or Grantee’s Agent, all documentation in Grantor’s possession relating to the ownership, operation, and maintenance of the property.

Contingencies Prior to Closing:

Grantee, at Grantee’s sole cost and expense, shall complete the following inspections and improvements prior to recording the final plat:

1. Conduct investigations on the subject property which shall include, but not be limited to, a phase I environmental report, a soils report and a geotechnical survey.
2. Modify the existing Comprehensive Plan and change the existing zoning code for The Property to a zoning code acceptable to Grantee and Grantor.
3. Submit a partition application and receive permission from the City of La Pine to move forward with partitioning The Property into approximately a 2.0 acre lot to the south and a 3.6 acre lot the north.
4. Extend all utilities, including water, sewer, electricity and telecommunications to both partitioned lots. Grantee shall coordinate these improvements with the Grantor, the City of La Pine and the public utility companies to determine the proper specifications needed.
In the event Grantee is unsatisfied with any inspection of The Property or is unable to complete any of the improvements outlined above, Grantee shall have the right to terminate this contract and the parties shall have no further obligation to one another.

**Title, Escrow & Closing Costs:**
Grantee, at Grantee's sole cost and expense, shall be responsible with all costs associated with title, escrow and the closing of this Agreement.

**Closing of Agreement:**
The Agreement shall be closed within thirty (30) days of recording the final partition plat. The Agreement shall be "closed" when the document conveying title is recorded. At closing, Grantor shall convey fee simple title to The Property to Grantee by statutory warranty deed, subject only to the permitted exceptions.

**Brokerage:**
Grantee is represented Erich Schultz and Jay Lyons of Compass Commercial Real Estate Services. Grantor shall have no obligation for payment of a brokerage fee.

**Confidentiality:**
Grantee agrees to treat as confidential the existence of a possible transaction with Grantor and all information, whether written or oral, that has been, is, or may be furnished in connection with the transaction (the "Confidential Information").

Agreed and Accepted: **GRANTOR**

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BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

______________________________
ALAN UNGER, Chair

______________________________
TAMMY BANEY, Vice Chair

______________________________
Recording Secretary

______________________________
ANTHONY DEBONE, Commissioner
STATE OF OREGON )
COUNTY OF DESCHUTES ) ss.

Before me, a Notary Public, personally appeared ALAN UNGER, TAMMY BANEY and ANTHONY DEBONE, the above-named Board of County Commissioners of Deschutes County, Oregon and acknowledged the foregoing instrument on behalf of Deschutes County, Oregon.

DATED this _____ day of ______________, 2016

__________________________________
Notary Public for Oregon
My Commission Expires: ______________

Agreed and Accepted: GRANTEE

St Charles Health Systems

__________________________________
Name

__________________________________
Title

STATE OF OREGON )
COUNTY OF DESCHUTES ) ss.

Before me, a Notary Public, personally appeared __________________, the above-named __________________, St. Charles Health Systems, and acknowledged the foregoing instrument on behalf of St. Charles Health Systems.

DATED this _____ day of ______________, 2016

__________________________________
Notary Public for Oregon
My Commission Expires: ______________