DATE: September 2, 2016

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

TITLE OF AGENDA ITEM:
Consideration of Board signature of Document 2016-589, a Land Donation Agreement with Central Oregon Regional Housing Authority, aka Housing Works.

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, aka Housing Works, for an affordable housing project owned and operated by the Central Oregon Regional Housing Authority as permitted by ORS 271.330. The subject property, located within the La Pine City limits (Tax Map 221011CB00303), was acquired by Deschutes County from the Bureau of Land Management as part of a larger parcel that was subsequently partitioned to create the subject property. The property consists of an undeveloped 7.06 acre parcel, of which Housing Works will acquire approximately 2.5 acres through another partition. According to the terms of the agreement, Housing Works will be responsible for the partitioning and zone change of the entirety of the property, prior to transfer of ownership by the County. After partitioning, which includes the dedication of right of way for public streets, the County will retain two parcels that are approximately 1 acre and 0.70 acres in size – each parcel will be served with utilities and street improvements.

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

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

RECOMMENDATION & ACTION REQUESTED:
Staff recommends signature of Documents 2016-589.

ATTENDANCE: James Lewis, Property Manager

DISTRIBUTION OF DOCUMENTS:
Original to James Lewis for recordation.
LAND DONATION AGREEMENT

PARTIES:

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

Central Oregon Regional Housing Authority
aka "Housing Works"
405 SW 6th Street
Redmond, OR 97756

("Grantor")

("Grantee")

RECITALS:

A. Grantor and Grantee hereby enter into this Agreement dated September 7, 2016 wherein Grantor agrees to convey as a donation the northern 2.55 acres of the approximately 7.06 acres in La Pine, OR owned by the Grantor and described as Tax Lot 221011CB00303, identified as "The Property", and further described in Exhibits A and B, attached hereto. The Property must first be partitioned, including the dedication of land for public right of way for streets, to allow for such a donation. The final Partition Plat as recorded with the Deschutes County Clerk will determine the final property configuration for conveyance.

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.

Public Grant Funding: Conveyance of the Property through this donation agreement is contingent upon Grantor receiving written confirmation, sufficient to Grantor, establishing that Grantee has secured an award of funds from the State of Oregon Local Innovation and Fast Track (LIFT) Housing Program for a low income housing project on 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 Map designation and change the existing Zoning Map designation for The Property to Plan/Zoning Map designations 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 parcels of approximately: 2.55 acre north; 0.98 acres middle; and, 0.69 acres south.

4. Agree to extend all utilities, including water, sewer, electricity and telecommunications, and public streets to the partitioned lots as required by the City of La Pine through the land use review process for the partition, or make acceptable agreement with the City of La Pine concerning such public improvements. 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, contingencies and the closing of this Agreement.

Closing of Agreement: The Agreement shall be closed within thirty (30) days of recording the final partition plat, unless the parties agree to a sooner date, or within two (2) years from the date of this agreement, whichever occurs first. 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 bargain and sale deed, subject only to the permitted exceptions.

Brokerage: Grantee is represented by Tom Kemper, Executive Director. 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"), provided however, Grantee may disclose the Confidential Information to any party working on the development of The Property or required to have information concerning the financing of the development, including consultants, prospective lenders or partners, Oregon Housing and Community Services, contractors, attorneys, or other like representatives. This provision shall cease to bind Grantee
upon award of the LIFT funding as described in the Public Grant Funding section above.

Agreed and Accepted: GRANTOR

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

__________________________
ALAN UNGER, Chair

ATTEST:

__________________________
TAMMY BANEY, Vice Chair

Recording Secretary
STATE OF OREGON
County of Deschutes

__________________________
ANTHONY DEBONE, Commissioner

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

__________________________
Tom Kemper, Executive Director

STATE OF OREGON
County of Deschutes

Before me, a Notary Public, personally appeared Tom Kemper, the above-named Executive Director, Central Oregon Regional Housing Authority, aka Housing Works and acknowledged the foregoing instrument on behalf of Central Oregon Regional Housing Authority, aka Housing Works.

DATED this 1st day of September, 2016

Notary Public for Oregon
My Commission Expires: January 22, 2018
EXHIBIT A

LEGAL DESCRIPTION

A portion of Parcel 3 as shown on Partition Plat No. 2009-17, located in the North Half of the Southwest Quarter (N1/2 SW1/4) of Section 11, Township 22 South, Range 10 East, Willamette Meridian, Deschutes County, Oregon, being more particularly described as follows:

COMMENCING at the northeast corner of said Parcel 3; thence along the easterly line of said Parcel 3, South 35°53'53" West a distance of 81.61 feet; thence leaving said easterly line, North 65°30'45" West a distance of 81.61 feet to the True Point of Beginning of this description; thence South 35°53'53" West a distance of 328.90 feet; thence North 67°52'02" West a distance of 294.65 feet to the westerly line of said Parcel 3, also being the easterly right of way line of LDL Road; thence along said westerly line, North 19°22'00" East a distance of 319.00 feet; thence leaving said westerly line, 200.93 feet along the arc of a non-tangent curve to the right with a radius of 1200.00 feet, the chord of which bears South 70°18'34" East a distance of 200.70 feet; thence South 65°30'45" East a distance of 187.95 feet to the True Point of Beginning, the terminus of this description. Contains 2.55 acres, more or less.

Subject to: All easements, restrictions and right-of-ways of record and those common and apparent on the land.

See attached map titled “EXHIBIT B”, hereby incorporated by reference.
MEMORIAL LANE

POINT OF COMMENCEMENT
NE CORNER OF PARCEL 3

L=200.93'
R=1200.00'
D=9'35.37"'CH=S70'34"E 200.70'

PROPOSED PARCEL
2.55 ACRES

PARCEL 3
PARTITION PLAT 2009-17

NORTH

REGISTERED
PROFESSIONAL
LAND SURVEYOR
OREGON
JULY 10, 2007
PATRICK GAGE COLE
79157
EXPIRES: 12/31/17

EXHIBIT "B"
HOUSING WORKS - LAPINE PROJECT
SCALE: 1" = 100'
DRAWN BY: PGC
DATE: 8/19/2016
Deschutes County