

MEMORANDUM

TO: Mayor and City Council

FROM: Faye Stewart, Public Works & Development Director

SUBJECT: COUNCIL APPROVE PURCHASE OF 2.37 ACRES OF LAND FROM DOUBLE H INVESTMENTS GROUP LLC FOR FUTURE WATER RESERVOIR SITE (LOT #1 OF DOUBLE H. ESTATES)

DATE: May 4, 2022

Background

The City's current Water Master Plan suggests building a water storage reservoir above the end of West Harrison Avenue. The City has located a site off Halderman Road in the recently approved Double H Estate subdivision. Lot #1 is at an elevation of 900 feet which will adequately serve the undeveloped land within the City limits and Urban Growth Boundary. This site is referenced in the City's current Water Master Plan as a location for a new reservoir.

Double H Investments Group LLC owns the property that is currently for sale. Lot 1 of parcel 20-03-31-00-01715 is currently for sale at \$330,000. The property is located outside the City's UGB and located under Lane County's jurisdiction and zoned R-2. Under the current zoning a municipal reservoir is allowed under the Planning Director's approval. The parcel has been approved for development by Lane County meeting all development requirements. The parcel includes an easement for a future waterline extending to Jerry Gates' property to the north. This line would eventually connect to the 12" water mainline in W. Harrison Ave.


Legal Counsel has prepared a Purchase and Sale Agreement with Double H Investments LLC for the purchase of Lot #1 in Double H Estates off Halderman Road for a future reservoir.


Recommendation

Staff recommends Council purchase of Lot #1 in Double H Estates (2.37 acres) from Double H Investments LLC and authorize the City Manager to sign all necessary documents.

Cost

Total cost purchase cost is \$330,000 plus closing costs fees.


Richard Meyers, City Manager


Faye Stewart, Public Works &
Development Director

PURCHASE AND SALE AGREEMENT
(Part of Tax Lot No. 20-03-31-00-01705)

THIS AGREEMENT is made by and between THE CITY OF COTTAGE GROVE, an Oregon municipal corporation, hereinafter called “Purchaser,” and DOUBLE H INVESTMENT GROUP, LLC, an Oregon limited liability company, hereinafter called “Seller.”

NOW, THEREFORE, in consideration of, and in reliance upon, the mutual covenants and agreements herein contained and other valuable consideration, the parties agree as follows:

1. **Property.** Seller is the legal title owner of certain real property, legally described in Attachment 1, attached hereto and made a part of this Agreement (hereinafter called the “Property”).
2. **Purchase and Sale of the Property.** Subject to the terms and conditions set forth herein, Seller agrees to transfer and Purchaser agrees to purchase at Closing:
 - 2.1 The Property, in fee, via Statutory Warranty Deed in accordance with Section 6 of this Agreement; and
 - 2.2 An Easement as depicted in the Map attached as Exhibit B to the Easement and more specifically described and granted substantially in the form attached hereto as Attachment 2 (the Easement).
3. **Purchase Price Payment.** The total purchase price for the Property, including the Easement, (the “Purchase Price”) shall be Three Hundred Thirty Thousand and 00/100 dollars (\$330,000.00). The Purchase Price shall be payable in cash, by wire transfer of funds or cashier’s check, at Closing (as defined below).
4. **Earnest Money.** Within five (5) business days after the Effective Date (as defined below), Purchaser shall open an escrow account with First American Title Insurance Company (“**Title Company**”), and shall deposit with Title Company cash, by wire transfer of funds or cashier’s check, in the amount of Five Thousand and 00/100 Dollars (\$5,000) (the “**Earnest Money**”).

If Seller and Purchaser execute and close this Agreement, the Earnest Money will be credited to the Purchase Price.

If Seller fails to close or satisfy all obligations as provided in this Agreement, the Earnest Money will be refunded to Purchaser and this Agreement will be of no further binding effect.

If Seller is ready, willing, and able to perform and Purchaser fails to perform as provided in this Agreement, then the Earnest Money will be paid to Seller and this Agreement will be of no further binding effect.

5. Conditions Precedent to Conveyance.

5.1 Purchaser's Review. Seller shall provide Purchaser and its agents and consultants with access to and entry upon the Property to inspect each and every part thereof to determine its present condition and, at Purchaser's sole cost and expense, to prepare such reports, tests and studies, including, without limitation, any tests, engineering feasibility studies, geological reports, surveys, hazardous/toxic materials investigations and other physical investigations of, on, or in the Property. Purchaser shall indemnify and hold the Seller harmless from any liens filed against the Property as a result of Purchaser's entry upon the Property. Purchaser will restore the Property to as close to its original condition as possible upon conclusion of any testing done by Purchaser pursuant to this Agreement.

5.2 Mutual Conditions Precedent. The obligations of Purchaser under this Agreement are, at Purchaser's option and in its sole and complete discretion, subject to the complete satisfaction or waiver, on or before 30 days from the Effective Date (the "**Due Diligence Contingencies Date**") of the following contingencies (individually and collectively, the "**Due Diligence Contingencies**"):

- (a) The Property and its physical condition, and all systems and utilities are suitable in every respect for Purchaser's intended use; and
- (b) It is economically feasible for Purchaser to own, develop and operate the Property in a manner and upon terms and conditions satisfactory to Purchaser.

Purchaser may, in Purchaser's sole discretion, terminate this Agreement at any time, on or prior to the Due Diligence Contingency Date, by written notice to Seller according to Section 12.2, if Purchaser determines that the Due Diligence Contingencies set forth in this Section 5.2 will not be satisfied on or before the Due Diligence Contingency Date.

If Purchaser fails to give notice to Seller that the Due Diligence Contingencies have been waived on or before the Due Diligence Contingency Date, Purchaser shall be deemed to have accepted this Agreement.

If Purchaser terminates this Agreement in accordance with this Section 5.2, the Earnest Money shall be returned to Purchaser.

5.3 Extension of Contingency Date. If Purchaser is diligently pursuing the satisfaction of the Conditions Precedent set forth above, Purchaser may deliver written notice to Sellers on or before the Due Diligence Contingency Date, extending the term of this Agreement for an additional thirty (30) days, after which, if said Conditions Precedent are not satisfied, this Agreement shall automatically terminate.

6. **Title.**

- 6.1 **Conveyance.** Upon Closing, Seller shall execute and deliver to Purchaser a Statutory Warranty Deed in the form attached as Attachment 3 (the “**Deed**”), conveying good and marketable fee title to the Property, subject only to the Permitted Exceptions, if any, approved by Purchaser in accordance with Section 6.3.
- 6.2 **Title Insurance.** At Closing, Seller shall furnish to Purchaser an ALTA Extended Coverage Owner’s Policy of Title Insurance (the “**Policy**”) issued by Title Company, insuring title vested in Purchaser in the amount of the Purchase Price against any loss or damage by reason of defect in Seller’s title to the Property, other than the Permitted Exceptions as determined hereunder, and together with such endorsements as are reasonably required by Purchaser. Seller agrees to cooperate with Title Company and Purchaser in connection therewith and execute and deliver to Title Company appropriate certifications, affidavits, and indemnities confirming that Seller has not, prior to Closing, done anything on or about the Property, which would prevent Title Company from issuing the Policy required hereby or endorsements thereto.
- 6.3 **Title Report and ALTA Survey.** Within five (5) calendar days after the Effective Date, Seller shall deliver to Purchaser a preliminary commitment for the Policy, together with legible copies of all documents referenced or described therein. Purchaser may obtain a preliminary title report, at Purchaser’s expense (collectively, the “**Commitment**”). Purchaser shall notify Seller in writing of Purchaser’s approval of any exceptions or other defects shown in the Commitment (“**Permitted Exceptions**”) within ten (10) calendar days of receipt by Purchaser and Purchaser’s counsel of the Survey.

Seller shall: (a) with respect to liens and encumbrances which can be satisfied and released by the payment of money, eliminate such exceptions to title on or before Closing; and (b) with respect to other encumbrances, exert its best efforts to eliminate all exceptions to title other than the Permitted Exceptions by Closing.

If Seller has not agreed to remove all exceptions other than the Permitted Exceptions by Closing, Purchaser may, at its sole option, either: (i) terminate this Agreement, whereupon the Earnest Money and any interest accrued thereon shall be returned to Purchaser and no party shall have any right or remedy against the other; or (ii) waive its prior disapproval and elect to approve such exception(s) as Permitted Exceptions. If, notwithstanding the foregoing, title to the Property is not insurable subject only to the then Permitted Exceptions and cannot be made so insurable by the Closing Date, Purchaser may, at its sole option, terminate this Agreement whereupon the Earnest Money and interest accrued thereon

shall be returned to Purchaser, or Purchaser may waive its prior disapproval and elect to approve such exception(s) as a Permitted Exception, whereupon this Agreement shall remain in full force and effect.

7. **Interim Actions.** Seller shall continue to operate, manage, and maintain the Property in such condition so that the Property shall be in substantially the same condition on the Closing Date as on the Execution Date. If, prior to the Closing Date, any part of the Property is destroyed or suffers material damage affecting Purchaser's intended use, Purchaser shall have the right, exercisable by giving notice of such decision to Seller within five (5) business days after receiving written notice of such damage or destruction or condemnation threat, to terminate this Agreement, in which event the Earnest Money and any interest accrued thereon, shall be returned to Purchaser and all rights and obligations of the parties hereunder shall cease.

8. **Closing.**

8.1 **Escrow.** "Closing," and "Closing Date" shall mean the date the Deed for the Property from Seller to Purchaser and the Easement are recorded and Seller is entitled to the delivery of Purchaser's funds. Closing shall occur in escrow (the "Escrow") on or before thirty (30) days from the Effective Date. Purchaser and Seller shall deposit into the Escrow all instruments and moneys necessary to complete the Closing in accordance with this Agreement, including all instructions and closing statements not inconsistent herewith.

8.2 **Prorations.** General real property taxes and assessment installments for the current year, rents, water, and other utilities shall be prorated as of the Closing Date.

8.3 **Possession.** Purchaser shall be entitled to possession on Closing, free and clear of all Leases and contracts, except as otherwise consented to by Purchaser in its sole and absolute discretion, which determination shall be communicated by Purchaser in writing to Seller prior to the Due Diligence Contingency Date.

8.4 **Costs.**

8.4.1 Seller shall pay: (i) half of the cost of the Policy providing standard ALTA owner's coverage; (ii) half of the cost of recording the Deed; (iii) the cost of satisfying the Due Diligence Contingencies in Section 5.2; and (iv) half of the Title Company's Escrow fee and any other Closing costs.

8.4.2 Purchaser shall pay: (i) half of the cost of the Policy providing standard ALTA owner's coverage; (ii) half of the cost of recording the Deed; (iii) the cost of the Policy in excess of standard ALTA owner's coverage, including any endorsements to the Policy

required by Purchaser; and (iv) half of the Title Company's Escrow fee and any other Closing costs.

- 8.5 Prorations.** All real property taxes, assessments, utilities and other expenses with respect to the Property shall be prorated and adjusted between the parties at Closing.
- 8.6 Seller's Deliveries to Closing.** On or before Closing, Seller shall duly execute and deposit into Escrow: (a) the Deed; (b) the Easement; (c) a certificate that Seller is not a "foreign person" as such term is defined in the Internal Revenue Code, in a form required by the Income Tax Regulations and reasonable acceptable to Purchaser; and (d) such other documents which Seller is specifically required to deliver to Purchaser pursuant to this Agreement or are otherwise reasonably required in order to consummate this transaction.
- 8.7 Closing Contingencies.** Purchaser's obligation to Close this transaction shall be further conditioned upon all of Seller's representations and warranties set forth in Section 9 hereof being true, correct and complete as of the Closing.
- 9. Seller's Representations and Warranties.** Seller represents and warrants to Purchaser that the following facts are true as of the date of Seller's execution hereof and as of Closing, or as of such other dates as may be set forth herein:
- 9.1 Marketable Title.** Seller has good and marketable fee simple title to the Property, free and clear of any monetary and non-monetary encumbrances, except the Permitted Exceptions.
- 9.2 No Violations and Actions.** The execution, delivery and performance by Seller of its obligations under this Agreement do not constitute a default under any of the provisions of any law, governmental rule, regulation, judgment, decree or order by which the Seller is bound, or by any of the provisions of any contract to which the Seller is a party or by which the Seller is bound or, if Seller is not an individual, by the Seller's declaration of trust, certificate of incorporation, bylaws, limited liability company operating agreement or partnership agreement, as the case may be.
- 9.3 Liens.** All persons and entities supplying labor, materials, and equipment to the Property have been paid, there are no claims of liens and there are no service contracts applicable to the Property. All contracts for the furnishing of goods, labor, construction or other services to the Property shall be terminated as of the Closing Date.
- 9.4 Violations.** The Property does not violate any applicable laws, regulations, or ordinances.

- 9.5 **Assessments.** There are no currently due and payable assessments for public improvements against the Property, there is no local improvement district or other taxing authority in the process of formation that would create a lien on the Property, and there are no pending or proposed special assessments against the Property.
- 9.6 **Litigation.** There is no action in the nature of litigation, claim, investigation or other proceeding pending or threatened against or affecting the Property, the use thereof, or the Seller which may become a lien against the Property.
- 9.7 **Hazardous Materials.** The Property is not in violation of any federal, state, local or administrative agency ordinance, law, rule, regulation, order or requirement relating to environmental conditions or Hazardous Material (“**Environmental Laws**”). Neither Seller, nor any third party, has used, manufactured, generated, treated, stored, disposed of, or released any Hazardous Material on, under or about the Property or real estate in the vicinity of the Property or transported any Hazardous Material over the Property. There are no underground storage tanks on Property, nor have underground storage tanks been removed from Property. Seller shall indemnify Purchaser for any and all costs and expenses incurred relating to the discovery and any cleanup of Hazardous Materials on Property.

For purposes of this Agreement, “**Hazardous Materials**” shall mean any substance, chemical, waste or other material which is listed, defined or otherwise identified as “hazardous” or “toxic” under any federal, state local or administrative agency law or ordinance including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 *et seq.*; the Federal Water Pollution Control Act, U.S.C. §§ 1251 *et seq.*; the Clean Air Act, 42 U.S.C. §§ 7401 *et seq.* or any similar or analogous state or local statute or ordinance, or any regulation, order, rule, or requirement adopted thereunder, as well as any formaldehyde, urea, polychlorinated biphenyls, petroleum, petroleum product or by-product, crude oil, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixture thereof, radon, asbestos, and “source,” “special nuclear” and “by-product” material as defined in the Atomic Energy Act of 1985, 42 U.S.C. §§ 3011 *et seq.*

- 9.8 **Leases.** There are no existing Leases.
- 9.9 **Foreign Person or Entity.** Seller is not a foreign person, non-resident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate, as those terms are defined in the Internal Revenue Code and the Income Tax Regulations promulgated thereunder. At Closing, Seller shall deliver to Purchaser a certificate of non-foreign status in form required by the Income Tax Regulations and reasonably acceptable to Purchaser.

9.10 Misrepresentation. Seller has not made any untrue statements or representations in connection with this Agreement, and all items transferred to Purchaser on or before the Closing are true and correct copies of what they purport to be. Seller has not failed to state or disclose any material fact in connection with the transaction contemplated by this Agreement.

The representations and warranties made by Seller shall be true and correct as of the date hereof and shall be deemed automatically reaffirmed on the Closing Date as true and correct. Purchaser's rights to enforce such representations, warranties and covenants shall survive the Closing and such rights to enforce shall not be merged into any documents delivered by Seller at Closing. Seller shall indemnify, defend and hold Purchaser harmless from and against any cause, claim, loss, damage or expense, including attorneys' fees, which Purchaser suffers as a result of a breach of the representations, warranties and covenants contained in this Agreement.

10. Purchaser's Representations and Warranties. Purchaser represents and warrants to Seller that the following facts are true as of the date of Purchaser's execution hereof and as of Closing:

10.1 Power and Authority. Purchaser has all requisite power and authority to execute and deliver this Agreement and to perform Purchaser's obligations in accordance with the terms of this Agreement, and that this Agreement is valid and binding on Purchaser in accordance with its terms.

10.2 No Violations and Actions. The execution, delivery and performance by Purchaser of its obligations under this Agreement do not constitute a default under any of the provisions of any law, governmental rule, regulation, judgment, decree or order by which the Purchaser is bound, or by any of the provisions of any contract to which the Purchaser is a party or by which the Purchaser is bound, or by the Purchaser's certificate of formation, operating agreement, or other organizational documents, as the case may be.

10.3 As-Is. Except as expressly set forth in this Agreement and the Deed, Purchaser specifically acknowledges and agrees that Property is being sold "AS IS." Except as expressly set forth in this Agreement and the Deed, no representations or warranties have been made or are made and no responsibility has been or is assumed by Seller as to any matters concerning the Property, including, without limitation, the condition of the Property, its value, and boundaries.

10.4 Misrepresentation. Purchaser has not made any untrue statements or representations in connection with this Agreement, nor failed to state or disclose any material fact in connection with the transaction contemplated by this Agreement.

The representations and warranties made by Purchaser shall be true and correct as of the date hereof and shall be deemed automatically reaffirmed on the Closing Date as true and correct. Seller's right to enforce Section 8.4 shall survive the Closing and shall not merge into any documents delivered by Seller at Closing.

11. Events of Default.

11.1 By Seller. If Closing and the consummation of the transaction contemplated herein does not occur by reason of any default of Seller, Purchaser will be entitled: (a) in addition to all other remedies available at law or in equity, to seek specific performance of Seller's obligation to Close under this Agreement; or (b) to terminate this Agreement by written notice to Seller and Title Company. If Purchaser terminates this Agreement, the Escrow will be terminated, the Earnest Money and any interest accrued thereon shall immediately be returned to Purchaser, all documents will be immediately returned to the party who deposited them, and neither party will have any further rights or obligations under this Agreement, except as otherwise provided in this Agreement.

11.2 By Purchaser. If Closing and the consummation of the transaction contemplated herein does not occur by reason of any default of Purchaser, and Purchaser fails to complete the purchase of the Property, Seller may terminate this Agreement by written notice to Purchaser and Title Company. Purchaser and Seller agree that it would be impractical and extremely difficult to estimate the damages suffered by Seller as a result of Purchaser's failure to complete the purchase of the Property pursuant to this Agreement, and that under the circumstances existing as of the date of this Agreement, the liquidated damages provided for in this Section 9 represent a reasonable estimate of the damages which Seller will incur as a result of such failure. **THEREFORE, PURCHASER AND SELLER HEREBY AGREE THAT A REASONABLE ESTIMATE OF THE TOTAL DAMAGES THAT SELLER WOULD SUFFER IN THE EVENT THAT PURCHASER DEFAULTS AND FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY IS AN AMOUNT EQUAL TO ALL OF THE EARNEST MONEY. SUCH AMOUNT WILL BE THE FULL, AGREED TO AND LIQUIDATED DAMAGES FOR THE BREACH OF THIS AGREEMENT BY PURCHASER, AND AFTER PAYMENT THEREOF TO SELLER, NEITHER PARTY SHALL HAVE ANY FURTHER OBLIGATION TO OR RIGHTS AGAINST THE OTHER.**

12. Miscellaneous.

12.1 General Provisions. This is the entire agreement of the parties with respect to the Property and supersedes all prior written or oral agreements or understandings. This Agreement may be modified only in writing signed by both parties. This Agreement shall be construed according to the laws of the State of Oregon. The parties have been represented by their respective legal counsel in connection with negotiation of this Agreement, and accordingly waive the rule of construction that this Agreement shall be construed against its drafter.

12.2 Notices. Any demand, request or notice which either party hereto desires or may be required to make or deliver to the other shall be in writing and shall be deemed given when personally delivered, when delivered by private courier service (such as Federal Express), or when received by facsimile or electronic transmission, in each case addressed as follows:

If to Seller: Double H Investment Group, LLC
c/o Robert L. Howell

Mailing address: 80321 Sears Road
Cottage Grove, OR 97424

Email: roberthowelllogging@yahoo.com

If to Purchaser: Faye Stewart, Public Works Director

Mailing address: City of Cottage Grove
400 E. Main Street
Cottage Grove, OR 97424

Email: pwdirector@cottagegrove.org

For purposes of notices, either party may change its address to any address that is not a post office box by giving notice to the other in the manner herein prescribed. Written notices required or permitted under this Agreement to be delivered to Purchaser or Seller may be delivered to their respective licensee with the same effect as if delivered to that Purchaser or Seller.

12.3 Attorney Review and Approval. The Parties have been represented by their respective legal counsel in connection with negotiation of this Agreement, and accordingly waive the rule of construction that this Agreement shall be construed against its drafter.

12.4 Waiver. Failure of either party at any time to require performance of any provision of this Agreement shall not limit such party's right to enforce such provision, nor shall any waiver of any breach of any provision of this

Agreement constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself.

- 12.5 Attorneys' Fees.** In the event a suit, action, arbitration, or other proceeding of any nature whatsoever, including, without limitation, any proceeding under the U.S. Bankruptcy Code, is instituted, or the services of an attorney are retained, to interpret or enforce any provision of this Agreement or with respect to any dispute relating to this Agreement, the prevailing party shall be entitled to recover from the losing party its reasonable attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith. In the event of suit, action, arbitration, or other proceeding, the amount thereof shall be determined by the judge or arbitrator, shall include fees and expenses incurred on any appeal or review, and shall be in addition to all other amounts provided by law.
- 12.6 Consent to Jurisdiction.** The parties hereby consent to jurisdiction of the Lane County Circuit Court, Lane County, Oregon, over all legal matters pertaining to this Agreement, including, but not limited to its enforcement, interpretation or rescission.
- 12.7 Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 12.8 Operating Covenants.** Between the date of this Agreement and the Closing Date, Seller shall continue to operate the Property as it has in the past and carry insurance in the same manner as before the making of this Agreement, as if Seller were retaining the Property. In no event may Seller, without Purchaser's prior written consent, which consent may be withheld by Purchaser in its sole discretion, enter into: (a) any new leases or occupancy agreements for the Property; (b) any material amendments or modification agreements for any existing leases or occupancy agreements pertaining to the Property; or (c) any service contracts effecting the Property that are not terminable at the Closing.
- 12.9 Assignment.** This Agreement may not be assigned by either Party, without the other's prior written approval, which shall not be unreasonably withheld, conditioned or delayed.
- 12.10 Attachments.** All Attachments attached hereto are incorporated herein by this reference.

- 12.11 Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed an original and when taken together shall constitute one and the same instrument. The execution and delivery of facsimile or e-mail copies of this Agreement shall be deemed to be delivery of an original signature.
- 12.12 Statutory Land Use Notice.** 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, AND 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.
- 12.13 Binding Effect.** This Agreement will be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns (as permitted pursuant to the provisions of this Agreement) of the Parties hereto.

12.14 Effective Date. For all purposes of this Agreement, the term “**Effective Date**” shall mean the date upon which both Seller and Purchaser have executed this Agreement.

PURCHASER: **City of Cottage Grove**

By: _____
Printed Name: Richard Meyers
Title: City Manager
Date Signed: _____

SELLER: **Double H Investment Group, LLC**

By: _____
Name: Robert L. Howell
Title: _____
Date Signed: _____

Each signatory to this Agreement hereby SWEARS, AFFIRMS AND WARRANTS under penalty of perjury, that he or she is empowered by a valid legal authorization to execute this Agreement on behalf of the respective Party. The Signatory agrees to reimburse the other Party for any expenses incurred as the result of a false statement as to ownership or authority, and understands that IT IS A VIOLATION OF STATE LAW TO MAKE A FALSE STATEMENT.

- Attachment 1: Legal Description
- Attachment 2: Easement
- Exhibit A: Easement Description
- Exhibit B: Map Depicting Location of Easement
- Attachment 3: Statutory Warranty Deed

**ATTACHMENT 1
TO
PURCHASE AND SALE AGREEMENT**

LEGAL DESCRIPTION

A tract of land located in the Northeast Quarter of Section 31, Township 20 South, Range 3 West, Willamette Meridian, Lane County, Oregon and more particularly described as follows:

Lot 1, Double H Estates, as platted and recorded on April 14, 2022, Reception No. 2022-016839, Lane County Deeds and Records, Lane County, Oregon.

**ATTACHMENT 2
TO
PURCHASE AND SALE AGREEMENT**

EASEMENT

After recording return to:

City of Cottage Grove
400 E. Main Street
Cottage Grove, Oregon 97424

**Until further notice,
send tax statements to:**

City of Cottage Grove
400 E. Main Street
Cottage Grove, Oregon 97424

GRANTOR:

Double H Investment Group, LLC
80321 Sears Road
Cottage Grove, Oregon 97424

GRANTEE:

City of Cottage Grove
400 E. Main Street
Cottage Grove, Oregon 97424

<p>CITY OF COTTAGE GROVE, OREGON PUBLIC WATER UTILITY EASEMENT</p>

Double H Investment Group, LLC, hereinafter referred to as "Grantor," owns the real property described below and does hereby give and grant unto the City of Cottage Grove, a municipal corporation in Lane County, Oregon, hereinafter referred to as "Grantee," a non-exclusive perpetual easement for public utilities, including the right to lay, construct, inspect, repair and maintain water lines, and all related appurtenances, and associated ingress and egress, hereinafter referred to as "Public Utilities," to be constructed and located on, across, under or over the surface of the following described real property:

PROPERTY DESCRIPTION

Lot 4, Double H Estates, as platted and recorded April 14, 2022, in the Lane
County Plat Records, Lane County, Oregon.
(Property)

EASEMENT AREA

See Exhibit A for Easement Description
See Exhibit B for Location Map

The true and actual consideration for this easement is other value given, the receipt and sufficiency thereof are hereby acknowledged by Grantor. Grantor agrees that the consideration

**EXHIBIT A
TO
EASEMENT**

EXHIBIT A

PUBLIC WATERLINE EASEMENT DESCRIPTION

A portion of Lot 4, Double H Estates, as platted and recorded on April 14, 2022, in the Lane County Plat Records, Lane County, Oregon, being more particularly described as follows:

Beginning at the northeast corner of said Lot 4; thence along the east line of said Lot 4 South 0°43'40" West 14.00 feet; thence leaving said east line and running parallel to the north line of said Lot 4, South 89°48'10" West 340.00 feet to a point lying 20.00 feet easterly, by perpendicular measurement, of the west line of said Lot 4; thence parallel with said west line, South 0°43'40" West 43.13 feet to the north line of a 10.00' Private Waterline Easement as shown on said plat of Double H Estates; thence along said north line, North 89°16'20" West 6.00 feet to a point lying 14.00 feet easterly, by perpendicular measurement, of said west line; thence parallel with said west line, South 0°43'40" West 434.61 feet to a point lying South 89°16'20" East 14.00 feet from the east terminus of the southerly margin of a 30.00' Private Access & Utility Easement shown on said plat of Double H Estates; thence North 89°16'20" West 14.00 feet to the west line of said Lot 4; thence along said west line North 0°43'40" East 491.42 feet the northwest corner of said Lot 4; thence along the north line of said Lot 4 North 89°48'10" East 360.00 feet, returning to the point of beginning.



**EXHIBIT B
TO
EASEMENT**



310 5th Street
Springfield, OR 97477
p: 541.746.0637
www.BranchEngineering.com

EXHIBIT B
PUBLIC WATERLINE
EASEMENT
APRIL 26, 2022
SCALE: 1"=80'

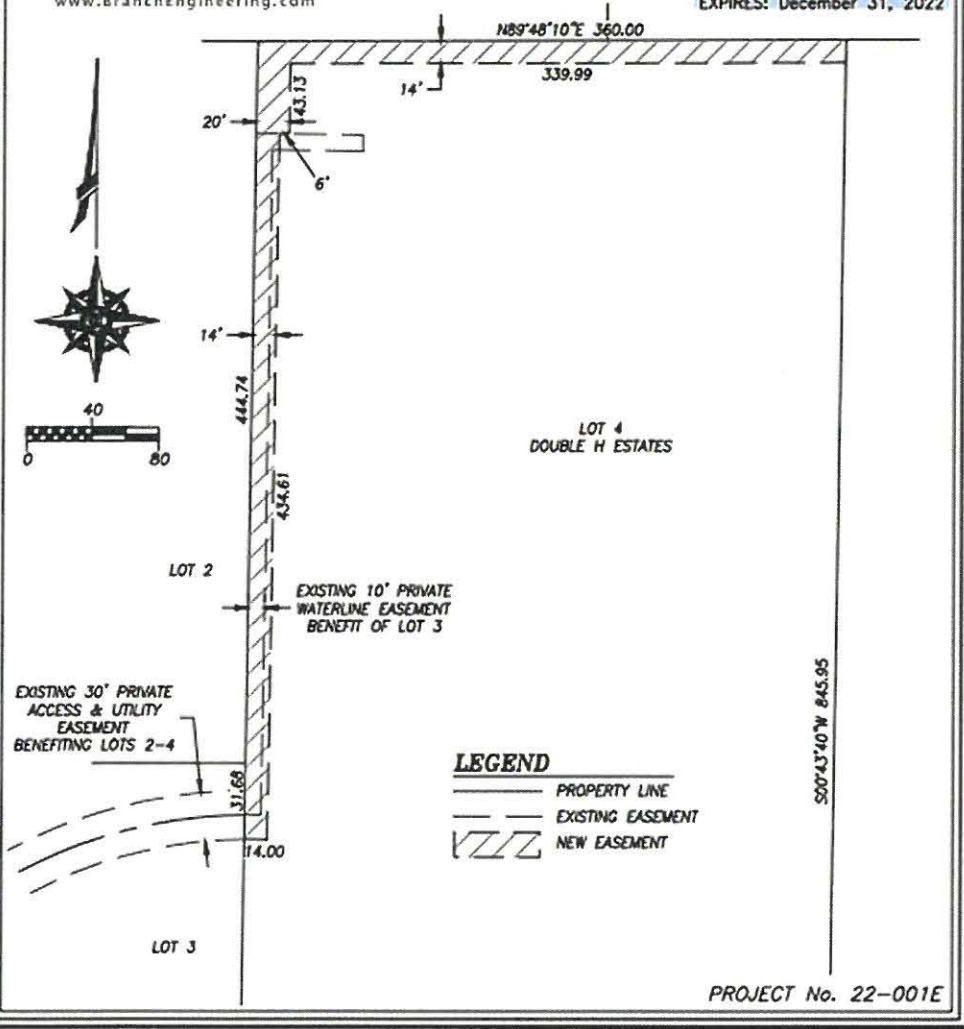
REGISTERED
PROFESSIONAL
LAND SURVEYOR

DIGITALLY SIGNED

OREGON
MAY 12, 2011
DANIEL ADAM NELSON
84832PLS

EXPIRES: December 31, 2022

Z:\2022\22-001E Waterline Easement\22-011E - EXHIBIT MAP.dwg 4/29/2022 11:48 AM .JTB



PROJECT No. 22-001E

**ATTACHMENT 3
TO
PURCHASE AND SALE AGREEMENT
STATUTORY WARRANTY DEED**

After Recording Return To:

City of Cottage Grove
400 E Main Street
Cottage Grove, OR 97424

Send Tax Statements To:

City of Cottage Grove
400 E Main Street
Cottage Grove, OR 97424

STATUTORY WARRANTY DEED

Oregon Revised Statutes (ORS) 93.850

Double H Investment Group, LLC, an Oregon Limited Liability Company, Grantor, conveys and warrants to **City of Cottage Grove, an Oregon municipal corporation**, Grantee, the following described real property, free of encumbrances except as specifically set forth herein:

A tract of land located in the Northeast Quarter of Section 31, Township 20 South, Range 3 West, Willamette Meridian, Lane County, Oregon and more particularly described as follows:

Lot 1, Double H Estates, as platted and recorded on April 14, 2022, Reception No. 2022-016839, Lane County Deeds and Records, Lane County, Oregon.

The true consideration for this conveyance is \$330,000.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.3401, 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.

DATED this _____ day of _____, 2022.

GRANTOR:

By:

Robert L. Howell, Member
Double H Investment Group, LLC

STATE OF OREGON)
) ss.
County of Lane)

This instrument was acknowledged before me on the _____ day of _____, 2022, by Robert L. Howell as a member of Double H Investment Group, LLC.

Notary Public for Oregon
My Commission Expires: _____

ACCEPTANCE OF STATUTORY WARRANTY DEED

The City of Cottage Grove, Oregon, City Council, accepted the above-described Statutory Warranty Deed at the _____, 2022 City Council meeting.

Richard Meyers, City Manager

STATE OF OREGON)
) ss.
County of Lane)

This instrument was acknowledged before me on the _____ day of _____, 2022, by Richard Meyers as City Manager of the City of Cottage Grove.

Notary Public for Oregon
My Commission Expires: _____

After Recording Return To:

City of Cottage Grove
400 E Main Street
Cottage Grove, OR 97424

Send Tax Statements To:

City of Cottage Grove
400 E Main Street
Cottage Grove, OR 97424

STATUTORY WARRANTY DEED

Oregon Revised Statutes (ORS) 93.850

Double H Investment Group, LLC, an Oregon Limited Liability Company, Grantor, conveys and warrants to **City of Cottage Grove, an Oregon municipal corporation**, Grantee, the following described real property, free of encumbrances except as specifically set forth herein:

A tract of land located in the Northeast Quarter of Section 31, Township 20 South, Range 3 West, Willamette Meridian, Lane County, Oregon and more particularly described as follows:

Lot 1, Double H Estates, as platted and recorded on April 14, 2022, Reception No. 2022-016839, Lane County Deeds and Records, Lane County, Oregon.

The true consideration for this conveyance is \$330,000.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.3401, 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.

DATED this _____ day of _____, 2022.

GRANTOR:

By: _____
Robert L. Howell, Member
Double H Investment Group, LLC

STATE OF OREGON)
) ss.
County of Lane)

This instrument was acknowledged before me on the _____ day of _____, 2022, by Robert L. Howell as a member of Double H Investment Group, LLC.

Notary Public for Oregon
My Commission Expires: _____

ACCEPTANCE OF STATUTORY WARRANTY DEED

The City of Cottage Grove, Oregon, City Council, accepted the above-described Statutory Warranty Deed at the _____, 2022, City Council meeting.

Richard Meyers, City Manager

STATE OF OREGON)
) ss.
County of Lane)

This instrument was acknowledged before me on the _____ day of _____, 2022, by Richard Meyers as City Manager of the City of Cottage Grove.

Notary Public for Oregon
My Commission Expires: _____

After recording return to:
City of Cottage Grove
400 E. Main Street
Cottage Grove, Oregon 97424

**Until further notice,
send tax statements to:**
City of Cottage Grove
400 E. Main Street
Cottage Grove, Oregon 97424

GRANTOR:
Double H Investment Group, LLC
80321 Sears Road
Cottage Grove, Oregon 97424

GRANTEE:
City of Cottage Grove
400 E. Main Street
Cottage Grove, Oregon 97424

**CITY OF COTTAGE GROVE, OREGON
PUBLIC WATER UTILITY EASEMENT**

Double H Investment Group, LLC, hereinafter referred to as "Grantor," owns the real property described below and does hereby give and grant unto the City of Cottage Grove, a municipal corporation in Lane County, Oregon, hereinafter referred to as "Grantee," a non-exclusive perpetual easement for public utilities, including the right to lay, construct, inspect, repair and maintain water lines, and all related appurtenances, and associated ingress and egress, hereinafter referred to as "Public Utilities," to be constructed and located on, across, under or over the surface of the following described real property:

PROPERTY DESCRIPTION

Lot 4, Double H Estates, as platted and recorded April 14, 2022, in the Lane
County Plat Records, Lane County, Oregon.
(Property)

EASEMENT AREA

See Exhibit A for Easement Description
See Exhibit B for Location Map

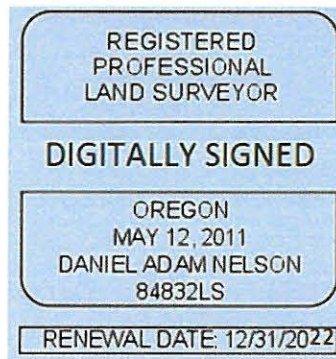
The true and actual consideration for this easement is other value given, the receipt and sufficiency thereof are hereby acknowledged by Grantor. Grantor agrees that the consideration recited herein is just compensation for the property rights granted, including any and all reduction in value to Grantor's remaining property, if any, which may result from the acquisition or use of said property rights.

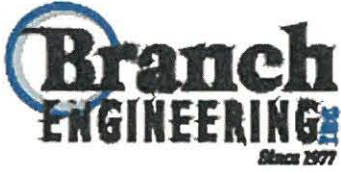
EXHIBIT A

PUBLIC WATERLINE EASEMENT DESCRIPTION

A portion of Lot 4, Double H Estates, as platted and recorded on April 14, 2022, in the Lane County Plat Records, Lane County, Oregon, being more particularly described as follows:

Beginning at the northeast corner of said Lot 4; thence along the east line of said Lot 4 South 0°43'40" West 14.00 feet; thence leaving said east line and running parallel to the north line of said Lot 4, South 89°48'10" West 340.00 feet to a point lying 20.00 feet easterly, by perpendicular measurement, of the west line of said Lot 4; thence parallel with said west line, South 0°43'40" West 43.13 feet to the north line of a 10.00' Private Waterline Easement as shown on said plat of Double H Estates; thence along said north line, North 89°16'20" West 6.00 feet to a point lying 14.00 feet easterly, by perpendicular measurement, of said west line; thence parallel with said west line, South 0°43'40" West 434.61 feet to a point lying South 89°16'20" East 14.00 feet from the east terminus of the southerly margin of a 30.00' Private Access & Utility Easement shown on said plat of Double H Estates; thence North 89°16'20" West 14.00 feet to the west line of said Lot 4; thence along said west line North 0°43'40" East 491.42 feet the northwest corner of said Lot 4; thence along the north line of said Lot 4 North 89°48'10" East 360.00 feet, returning to the point of beginning.





310 5th Street
 Springfield, OR 97477
 p: 541.746.0637
 www.BranchEngineering.com

EXHIBIT B
 PUBLIC WATERLINE
 EASEMENT
 APRIL 26, 2022
 SCALE: 1"=80'

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

DIGITALLY SIGNED

OREGON
 MAY 12, 2011
 DANIEL ADAM NELSON
 84832PLS

EXPIRES: December 31, 2022

Z:\2022\22-001E Waterline Easements\22-011E - EXHIBIT MAP.dwg 4/29/2022 11:48 AM JDTTB

