

MEMORANDUM

TO: Mayor and City Council

FROM: Faye Stewart, Public Works & Development Director

SUBJECT: INDUSTRIAL PARK LOT #1 PURCHASE OFFER FROM STRATOSPHERE STORAGE, LLC

DATE: February 21, 2024

Background

On January 25, 2024 the Public Works & Development Director received an offer from Stratosphere Storage to purchase Lot #1 of the Cottage Grove Industrial Park. On February 12, 2024 City staff presented the offer to the City Council in executive session. Staff received direction to prepare a Purchase and Sell Agreement reflecting the offer for Council's consideration at the February 26, 2024 City Council meeting. The Purchase and Sell Agreement along with offer are attached.


Legal Counsel has prepared the Purchase and Sell Agreement for Lot #1 in the Cottage Grove Industrial Park for \$98,372.00 by Stratosphere Storage LLC. Lot #1 is a unique shaped 1.14 acre parcel along Carnegie Way. Due to the long tear dropped shape of the parcel approximately 2/3 of the parcel supports development. The offer is \$1.98 per square foot reflecting the developable portion of the parcel.

Recommendation


Staff recommends City Council approve the Purchase and Agreement to sell Lot #1 of the Cottage Grove Industrial Park to Stratosphere Storage LLC for \$98,372.00 and authorize the City Manager to sign the Purchase and Sell Agreement and all necessary documents to sell the parcel.

Cost

The proceeds from the sell will be applied to the debt owed on the remaining Industrial Park properties.



Mike Sauerwein, City Manager



Faye Stewart, Public Works &
Development Director

**REAL ESTATE PURCHASE AND SALE AGREEMENT
(Tax Lot No. 20-03-32-44-00600)**

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this "**Agreement**") is made by and between **STRATOSPHERE STORAGE, LLC** ("**Buyer**"), and **CITY OF COTTAGE GROVE** ("**Seller**").

Seller is the owner of certain real property totaling approximately 1.14 acres of land, located in Cottage Grove, Lane County, Oregon 97424, Assessor's Map and Tax Lot No. 20-03-32-44-00600 in Cottage Grove, Oregon, as more particularly described in Exhibit A (the "**Property**").

Seller is a municipal corporation of the State of Oregon and desires to sell the Property to Buyer and Buyer desires to purchase the Property from Seller subject to all of the terms, covenants and conditions hereinafter set forth:

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and other valuable consideration, Seller and Buyer agree as follows:

1. Agreement. Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property subject to and in accordance with the terms and conditions of this Agreement.

2. Purchase Price Payment.

2.1 Purchase Price Amount. The total purchase price for the Property (the "**Purchase Price**") shall be Ninety-Eight Thousand Three Hundred Seventy-Two and 00/100 Dollars (\$98,372.00). The Purchase Price shall be payable in cash or by wire transfer of funds or cashier's check at Closing (as defined below).

2.2 Earnest Money. Within five (5) business days after the Effective Date (as defined below), Buyer shall open an escrow with First American Title Insurance Company ("**Title Company**"), and shall deposit with Title Company cash or by wire transfer of funds or cashier's check in the amount of Five Hundred Dollars (\$500.00) (the "**Earnest Money**"). If Seller does not accept this offer, or if Seller accepts this offer and fails to close or satisfy all obligations as provided in this Agreement, the Earnest Money will be refunded to Buyer. If Seller accepts this offer and is ready, willing, and able to perform and Buyer 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. If Seller and Buyer execute and close this Agreement, the Earnest Money will be credited to the Purchase Price.

3. Conditions Precedent to Conveyance.

3.1 Buyer's Review. Seller shall provide Buyer 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 Buyer'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. Buyer shall indemnify and hold the Seller harmless from any mechanics or materialmen's liens filed against the Property as a result of Buyer's entry upon the Property in accordance with this Section 3.1; and Buyer shall restore each Property to its original condition upon conclusion of any testing done by Buyer pursuant to this Agreement.

3.2 Mutual Conditions Precedent. The obligations of Buyer under this Agreement are, at Buyer's option and in its sole and complete discretion, subject to the complete satisfaction or waiver, on or before March 6, 2024 (the "**Due Diligence Contingencies Date**") of the following contingencies (individually and collectively, the "**Due Diligence Contingencies**"):

3.2.1 Generally: (a) The Property and its physical condition, and all systems and utilities are suitable in every respect for Buyer's intended use; and (b) It is

economically feasible for Buyer to own, develop and operate the Property in a manner and upon terms and conditions satisfactory to Buyer.

- 3.2.2 **Specifically:** Seller will permit Buyer to seek all City of Cottage Grove approvals required under City's Development Code to permit Buyer's intended use of Property.

Buyer may, in Buyer's sole discretion, terminate this Agreement at any time, on or prior to the Due Diligence Contingencies Date, by written notice to Seller, if Buyer determines that the Due Diligence Contingencies set forth in this Section 3.2 will not be satisfied on or before the Due Diligence Contingencies Date. If Buyer fails to give notice to Seller that the Due Diligence Contingencies have been waived on or before the Due Diligence Contingencies Date, Buyer shall be deemed to have accepted this Agreement. If Buyer terminates this Agreement in accordance with this Section 3.2, the Earnest Money shall be returned to Buyer.

3.3 Extension of Contingencies Date. If Buyer is diligently pursuing the satisfaction of the Conditions Precedent set forth above, Buyer may deliver written notice to Sellers on or before the Due Diligence Contingencies Date, extending the term of this Agreement for an additional ninety (90) days, after which, if said Conditions Precedent are not satisfied, this Agreement shall automatically terminate.

4. Title.

4.1 Conveyance. Upon Closing, Seller shall execute and deliver to Buyer a Statutory Bargain & Sale Deed in the form attached as Exhibit B (the "**Deed**"), conveying good and marketable fee title to the Property, subject only to the Permitted Exceptions, if any, approved by Buyer in accordance with Section 4.3.

4.2 Title Insurance. At Closing, Title Company shall issue to Buyer an ALTA Extended Coverage Owner's Policy of Title Insurance (the "**Policy**") issued by Title Company, insuring title vested in Buyer 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 Buyer. Seller agrees to cooperate with Title Company and Buyer 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.

4.3 Title Report and ALTA Survey. Within five (5) calendar days after the Effective Date, Seller shall deliver to Buyer a preliminary commitment ("**Title Report**") for the Policy, together with legible copies of all documents referenced or described therein (collectively, the "**Commitment**"). Buyer shall notify Seller in writing of Buyer's approval of any exceptions or other defects shown in the Commitment ("**Permitted Exceptions**") within ten (10) calendar days of receipt by Buyer and Buyer's counsel of the Title Report. 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, Buyer may, at its sole option, either: (i) terminate this Agreement, whereupon the Earnest Money and any interest accrued thereon shall be returned to Buyer 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, Buyer may, at its sole option, terminate this Agreement whereupon the Earnest Money and interest accrued thereon shall be returned to Buyer, or Buyer 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.

5. 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.

6. Closing.

6.1 Escrow. "Closing," and "Closing Date" shall mean the date the Deed for the Property from Seller to Buyer is recorded and Seller is entitled to the delivery of Buyer's funds. Closing shall occur in escrow (the "Escrow") on or before March 8, 2024. Buyer 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.

6.2 Property Taxes. The property is currently exempt from property taxes. Real property taxes and assessment for the current year will begin to accrue as of the date of delivery of the deed to Buyer. Buyer will pay all real property taxes and assessment assessed and levied against the Property allocable to the period from and after Closing.

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

6.4 Costs.

6.4.1 Seller shall pay: (i) the cost of an ALTA Standard Owner's Coverage policy; and (ii) one half of the Title Company's Escrow fee and any other Closing costs.

6.4.2 Buyer shall pay: (i) any real estate transfer tax imposed upon the sale; (ii) the cost of recording the Deed; (iii) the cost of satisfying the Due Diligence Contingencies in Section 3.2; and (iv) the cost of the Policy in excess of the cost of ALTA standard owner's coverage and any endorsements that are issued by the Title Company to the Title Policy; and (v) one half of the Title Company's Escrow fee and any other Closing costs.

6.4.3 Per Section 6.2, all real property taxes, assessments, utilities and other expenses with respect to the Property shall be prorated and adjusted between the parties at Closing.

6.5 Seller's Deliveries to Closing. On or before Closing, Seller shall duly execute and deposit into Escrow:

6.5.1 The Deed.

6.5.2 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 Buyer.

6.5.3 Such other documents which Seller is specifically required to deliver to Buyer pursuant to this Agreement or are otherwise reasonably required in order to consummate this transaction.

6.6 Closing Contingencies. Buyer's obligation to Close this transaction shall be further conditioned upon all of Seller's representations and warranties set forth in Section 7 hereof being true, correct and complete as of the Closing.

7. Seller's Representations and Warranties. Seller represents and warrants to Buyer 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:

7.1 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.

7.2 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.

7.3 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.

7.4 Violations. The Property do not violate any applicable laws, regulations, or ordinances.

7.5 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.

7.6 Litigation. To the best of Seller's knowledge, 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 any of the Property.

7.7 Hazardous Materials. To the Seller's actual knowledge, 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 to Seller's actual knowledge, 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 the Property, nor have underground storage tanks been removed from the Property. Seller shall indemnify Buyer for any and all costs and expenses incurred relating to the discovery and any cleanup of Hazardous Materials on the 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.*

7.8 Leases. There are no existing Leases or other occupancy agreements or licenses affecting the Property.

7.9 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 Buyer a certificate of non-foreign status in form required by the Income Tax Regulations and reasonably acceptable to Buyer.

7.10 Misrepresentation. Seller has not made any untrue statements or representations in connection with this Agreement, and all items transferred to Buyer 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. Buyer'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 Buyer harmless from and against any cause, claim, loss, damage or expense, including attorneys' fees, which Buyer suffers as a result of a breach of the representations, warranties and covenants contained in this Agreement.

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

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

8.2 No Violations and Actions. The execution, delivery and performance by Buyer 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 Buyer is bound, or by any of the provisions of any contract to which the Buyer is a party or by which the Buyer is bound.

8.3 As-Is. Buyer agrees that the Property is being sold and conveyed by Seller and accepted by Buyer without any representation or warranty by Seller except as expressly set forth herein. Except as otherwise specified herein, Buyer hereby acknowledges and agrees that Buyer shall rely solely upon the inspection, examination and evaluation of the Property by Buyer or its representative(s). In the event of the purchase and sale of the Property hereunder, Seller shall sell the Property to Buyer, and Buyer shall accept the Property from Seller "As Is," "Where Is" and "With All Faults". **Further, Buyer expressly acknowledges that except as otherwise expressly set forth herein, Seller makes no warranty or representation with respect to the quality, physical condition or value of the Property; the Property's habitability, suitability, merchantability or fitness for a particular purpose; the presence or absence of conditions on the Property that could give rise to a claim for personal injury, property or natural resource damages, the presence of hazardous or toxic substances, materials or waste substances, contaminants, or pollutants on, under or about the Property; or the income or expenses from or of the Property. Buyer shall promptly provide Seller with a copy of any and all reports or studies which Buyer has performed on or about the Property under this paragraph in the event that Buyer elects to terminate this Agreement and not close on its purchase of the Property.**

8.4 Misrepresentation. Buyer 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 Buyer 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.

9. Events of Default.

9.1 By Seller. If Seller fails to perform any of its covenants or obligations under this Agreement, which breach or default is not caused any default of Buyer, Buyer's sole and exclusive remedy will be to terminate this Agreement by written notice to Seller and Title Company. If Buyer terminates this Agreement, the Escrow will be terminated, the Earnest Money and any interest

accrued thereon shall immediately be returned to Buyer, 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.

9.2 By Buyer. If Buyer fails to perform any of its covenants or obligations under this Agreement, which breach or default is not caused any default of Seller, then Seller may (a) terminate this Agreement by written notice to Buyer and Title Company or (b) waive any default by Buyer at or prior to Closing and proceed to Closing. Buyer and Seller agree that it would be impractical and extremely difficult to estimate the actual damages suffered by Seller as a result of Buyer's breach or default of this Agreement, including, without limitation, the failure of Buyer to purchase the Property, 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, BUYER AND SELLER HEREBY AGREE THAT A REASONABLE ESTIMATE OF THE TOTAL DAMAGES THAT SELLER WOULD SUFFER IN THE EVENT THAT BUYER DEFAULTS 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 BUYER, AND AFTER PAYMENT THEREOF TO SELLER, NEITHER PARTY SHALL HAVE ANY FURTHER OBLIGATION TO OR RIGHTS AGAINST THE OTHER.**

10. Miscellaneous.

10.1 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.

10.2 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 electronic transmission, in each case addressed as follows:

If to Seller: Faye Stewart, Public Works Director
Mailing address: City of Cottage Grove
400 E. Main Street
Cottage Grove, OR 97424
Email: pwdirector@cottagegrove.org

If to Buyer: Matthey C. Boozer, Owner/Executive Member
Mailing address: Stratosphere Storage, LLC
P.O. Box 1004
Cottage Grove, OR 97424
Email: ebhco@live.com

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 Buyer or Seller may be delivered to their respective licensee with the same effect as if delivered to that Buyer or Seller.

10.3 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.

10.4 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.

10.5 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.

10.6 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.

10.7 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.

10.8 Operating Covenants. Between the date of this Agreement and the Closing Date, Seller shall continue to operate and use 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 Buyer's prior written consent, which consent may be withheld by Buyer 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.

10.9 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.

10.10 Exhibits. All Exhibits attached hereto are incorporated herein by this reference.

10.11 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.

10.12 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.

10.13 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.

10.14 Effective Date. For all purposes of this Agreement, the term "**Effective Date**" shall mean the date upon which both Seller and Buyer have executed this Agreement.

BUYER: Stratosphere Storage, LLC

By: _____

Printed Name: _____

Title: _____

Date Signed: _____

SELLER: City of Cottage Grove

By: _____

Printed Name: _____

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.

Exhibit A: Legal Description of Property
Exhibit B: Statutory Bargain and Sale Deed

**EXHIBIT A
TO
PURCHASE AND SALE AGREEMENT**

LEGAL DESCRIPTION OF PROPERTY

LOT 1, COTTAGE GROVE INDUSTRIAL PARK AS PLATTED AND RECORDED MARCH 03, 2000,
RECEPTION NO. 2000012658, FILE 75, SLIDES 946, 947, OFFICIAL RECORDS OF LANE COUNTY,
OREGON.

COTTAGE GROVE INDUSTRIAL PARK

LOCATED IN THE S.E. AND S.W. 1/4 OF SECTION 32
TOWNSHIP 20 SOUTH, RANGE 3 WEST, W.M.
AND THE N.E. 1/4 OF SECTION 5,
TOWNSHIP 21 SOUTH, RANGE 3 WEST, W.M.
CITY OF COTTAGE GROVE
LANE COUNTY, OREGON
DECEMBER 15, 1998

FILE **75** SLIDE **946**

DIVISION OF CHIEF DEPUTY CLERK
LANE COUNTY DEEDS AND RECORDS



41.00

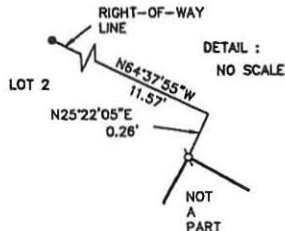
FILED

DATE March 3, 2000
LANE COUNTY CLERK
AND RECORDER OF
DOCUMENTS

Pam DeWille
DEPUTY

CURVE TABLE:

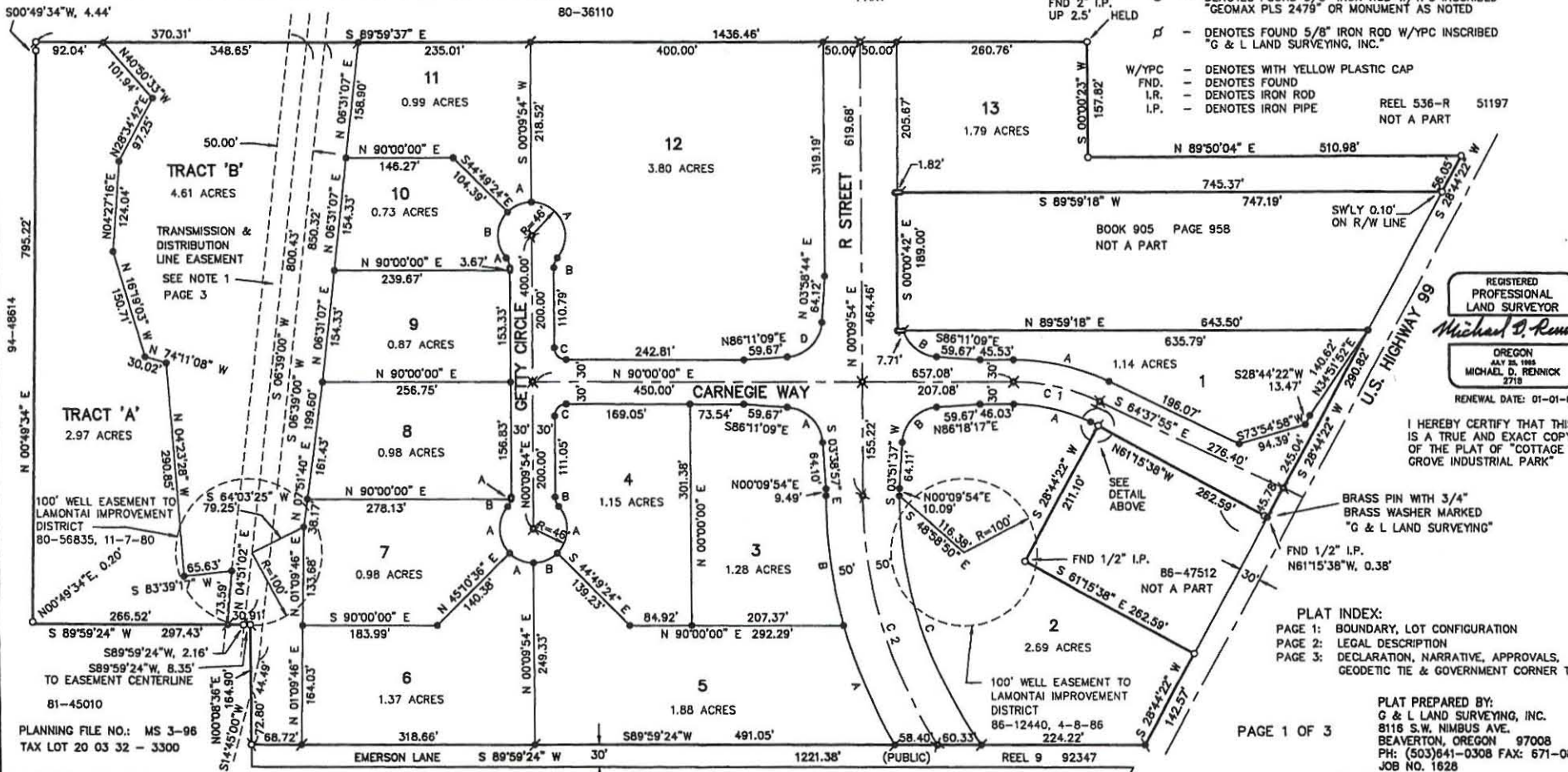
LOT	RADIUS	LENGTH	CHORD	BEARING	DELTA
1 A	305.00'	135.04'	133.94'	N 77°18'58" W	25°22'05"
1 B	51.00'	61.43'	57.78'	N 51°40'53" W	69°00'32"
2 A	245.00'	106.47'	107.59'	S 77°18'58" E	25°22'05"
2 B	51.00'	73.39'	67.22'	N 45°04'57" E	82°26'41"
2 C	580.00'	362.73'	356.85'	S 17°49'05" E	35°49'59"
3 A	51.00'	73.47'	67.28'	S 44°59'03" E	82°32'12"
3 B	680.00'	178.28'	177.77'	N 07°20'45" W	15°01'18"
4 A	46.00'	68.85'	62.60'	S 02°17'47" W	85°45'39"
4 B	20.00'	14.22'	13.93'	N 20°12'35" W	40°44'57"
4 C	16.00'	25.09'	22.59'	S 45°04'57" W	89°50'06"
5 A	680.00'	177.66'	177.16'	S 22°20'29" E	14°58'10"
5 B	46.00'	36.12'	35.20'	N 67°40'15" E	44°59'18"
6 A	46.00'	36.14'	35.22'	S 67°19'45" E	45°00'42"
7 A	46.00'	68.83'	62.59'	S 01°57'17" E	85°44'14"
7 B	20.00'	11.13'	10.99'	S 24°58'18" W	31°53'04"
8 A	20.00'	3.09'	3.09'	S 04°35'50" W	08°51'53"
10 A	20.00'	14.22'	13.93'	S 20°12'35" E	40°44'57"
10 B	46.00'	68.85'	62.60'	S 02°17'49" W	85°45'44"
11 A	46.00'	36.12'	35.20'	N 67°40'18" E	44°59'12"
12 A	46.00'	104.97'	83.53'	S 24°27'38" E	130°44'57"
12 B	20.00'	14.22'	13.93'	S 20°32'22" W	40°44'57"
12 C	16.00'	25.18'	22.66'	N 44°55'03" W	90°09'54"
12 D	51.00'	73.17'	67.06'	N 45°04'57" E	82°12'25"
C 1	275.00'	121.76'	120.77'	N 77°18'58" W	25°22'05"
C 2	630.00'	358.82'	353.99'	N 16°09'05" W	32°37'58"



NOTE:
MEASURED DISTANCES
SHOWN HEREON ARE
IDENTICAL TO RECORD
MEASUREMENTS PER
OUTBOUNDS SURVEY
C.S.F. 34119

LEGEND

- ✕ - DENOTES 5/8" X 30" IRON ROD WITH A 1 1/2" ALUMINUM CAP INSCRIBED "G & L LAND SURVEYING, INC". TO BE POST-MONUMENTED. SET
- ✕ - DENOTES SET 5/8" X 30" IRON ROD W/YPC INSCRIBED "G & L LAND SURVEYING, INC"
- - DENOTES 5/8" X 30" IRON ROD W/YPC INSCRIBED "G & L LAND SURVEYING, INC" TO BE POST-MONUMENTED. SET
- - DENOTES FOUND 5/8" IRON ROD W/YPC INSCRIBED "GEOMAX PLS 2479" OR MONUMENT AS NOTED
- ⊕ - DENOTES FOUND 5/8" IRON ROD W/YPC INSCRIBED "G & L LAND SURVEYING, INC"
- W/YPC - DENOTES WITH YELLOW PLASTIC CAP
- FND. - DENOTES FOUND
- I.R. - DENOTES IRON ROD
- I.P. - DENOTES IRON PIPE



REGISTERED PROFESSIONAL LAND SURVEYOR
Michael D. Roman
OREGON
JULY 25, 1988
MICHAEL D. ROMAN
2718
RENEWAL DATE: 01-01-01

I HEREBY CERTIFY THAT THIS IS A TRUE AND EXACT COPY OF THE PLAT OF "COTTAGE GROVE INDUSTRIAL PARK"

PLAT INDEX:
PAGE 1: BOUNDARY, LOT CONFIGURATION
PAGE 2: LEGAL DESCRIPTION
PAGE 3: DECLARATION, NARRATIVE, APPROVALS, GEODETIC TIE & GOVERNMENT CORNER TIE

PLAT PREPARED BY:
G & L LAND SURVEYING, INC.
8116 S.W. NIMBUS AVE.
BEAVERTON, OREGON 97008
PH: (503)641-0308 FAX: 671-0877
JOB NO. 1628

COTTAGE GROVE INDUSTRIAL PARK

FILE 75 SLIDE 948

LOCATED IN THE S.E. AND S.W. 1/4 OF SECTION 32
TOWNSHIP 20 SOUTH, RANGE 3 WEST, W.M.
AND THE N.E. 1/4 OF SECTION 5,
TOWNSHIP 21 SOUTH, RANGE 3 WEST, W.M.
CITY OF COTTAGE GROVE
LANE COUNTY, OREGON

DECEMBER 15, 1998

DECLARATION

KNOW ALL PEOPLE BY THESE PRESENTS THAT THE CITY OF COTTAGE GROVE, A MUNICIPAL CORPORATION, IS THE OWNER OF THE LAND DESCRIBED HEREON AND DID CAUSE THE SAME TO BE SUBDIVIDED AND PLATTED AS SHOWN HEREON IN ACCORDANCE WITH ORS CHAPTER 92, AND THAT SAID CITY OF COTTAGE GROVE DOES HEREBY DEDICATE TO THE PUBLIC FOREVER THE FREE USE OF ALL STREETS AND PUBLIC UTILITY EASEMENTS AS SHOWN, AND ACKNOWLEDGE EXISTING EASEMENTS AS SHOWN HEREON.

Richard L. Meyers
RICHARD L. MEYERS
CITY MANAGER

ACKNOWLEDGEMENT

STATE OF OREGON)
LANE COUNTY) SS)

ON THE 3rd OF MARCH, 1999
BEFORE ME APPEARED RICHARD L. MEYERS, WHO BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE IS THE CITY MANAGER OF COTTAGE GROVE, AND THAT HE EXECUTED THE FOREGOING DECLARATION ON BEHALF OF SAID CITY OF COTTAGE GROVE FREELY AND VOLUNTARILY.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL THIS 3rd DAY OF MARCH, 1999.

NOTARY PUBLIC FOR OREGON: Jean Helen
MY COMMISSION EXPIRES: 7-26-99

APPROVALS

APPROVED: B 22, 1999

BY: D. L. H.
CITY OF COTTAGE GROVE PLANNING COMMISSION CHAIRMAN

APPROVED: _____, 1999

BY: John W. Weisman
CITY ENGINEER

APPROVED: 3-3-, 1999

BY: Jim Gangle
LANE COUNTY ASSESSOR

APPROVED: 3/3/99, 1999

BY: William D. Gray, Sr.
CHAIRMAN, LANE COUNTY BOARD OF COMMISSIONERS

APPROVED: _____, 1999

BY: K. Robert D. O'Neil March 2, 2000
LANE COUNTY SURVEYOR

PLANNING FILE NO.: MS 3-96
TAX LOT 20 03 32 - 3300

SURVEYOR'S CERTIFICATE

I, MICHAEL D. RENNICK, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OREGON, DO HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS THE LANDS REPRESENTED ON THE ANNEXED PLAT OF "COTTAGE GROVE INDUSTRIAL PARK".

Michael D. Rennick
MICHAEL D. RENNICK

NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO MEET THE CONDITIONS SET FORTH IN THE CONDITIONAL APPROVAL OF "COTTAGE GROVE INDUSTRIAL PARK" PER THE CITY OF COTTAGE GROVE PLANNING FILE NUMBER MS 3-96.

THE BOUNDARY OF THE SUBJECT PROPERTY WAS RESOLVED AND MONUMENTED PER SURVEY C.S.F. 34119 COMPLETED BY THIS FIRM.
THE LOTTING WAS AT THE DISCRETION OF THE OWNERS.

POST-MONUMENTATION STATEMENT

I, MICHAEL D. RENNICK, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OREGON, DO HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE INTERIOR CORNERS WILL BE SET FOLLOWING COMPLETION OF IMPROVEMENTS OR WITHIN 1 YEAR OF RECORDING OF THIS PLAT.

Michael D. Rennick
MICHAEL D. RENNICK

POST MONUMENTATION CERTIFICATE

POST MONUMENTATION OF THE INTERIOR CORNERS WAS COMPLETED ON THIS 16 DAY OF MAY, 1999, AS INDICATED AND CERTIFIED BY THE COUNTY SURVEYOR ON AN AFFIDAVIT FILED ON REEL _____, RECEPTION 200002746 LANE COUNTY, OREGON.



I HEREBY CERTIFY THAT THIS IS A TRUE AND EXACT COPY OF THE PLAT OF "COTTAGE GROVE INDUSTRIAL PARK"

DIVISION OF CHIEF DEPUTY CLERK
LANE COUNTY DEEDS AND RECORDS



00021978200012658001
2000012558 10:26:05 AM 03/03/2000
RPR SUBD 1 7 CASHIER 05
5 00 15 00 10 00 11 00

41.00

FILED

DATE March 3, 2000
LANE COUNTY CLERK
AND RECORDER OF
DOCUMENTS

Pen D. Wille
DEPUTY

PLAT NOTES

- 1.) 50 FT. TRANSMISSION AND DISTRIBUTION LINE EASEMENT BENEFITTING THE UNITED STATES OF AMERICA AS RECORDED IN BOOK 229 PAGE 219, BOOK 230 PAGE 434, AND BOOK 232 PAGE 324, LANE COUNTY DEED RECORDS.
- 2.) GEODETIC CONTROL MONUMENT LCCM 749, A LANE COUNTY SURVEYORS OFFICE BRASS CAP MARKED AS THE SOUTHERLY SOUTHWEST CORNER OF DLC NO. 57 IN T. 20 S., R. 3 W., W.M. BEARS N 78°48'47" W, 2181.43 FEET FROM THE INITIAL POINT. GEODETIC CONTROL MONUMENT LCCM 748, A LANE COUNTY SURVEYORS OFFICE BRASS CAP MARKED AS THE NORTHWEST CORNER OF DLC NO. 63 IN T. 20 S., R. 3 W., W.M. BEARS N 81°41'21" W, 2926.48 FEET FROM THE INITIAL POINT.
- 3.) FOR BASIS OF BEARINGS AND BOUNDARY DETERMINATION SEE CSF 34,119 LANE COUNTY SURVEY RECORDS.

CONCURRENCE TO PLATTING

RECORDED ON REEL N/A INSTR. NO. 2000012659
LANE COUNTY, OREGON, DEED RECORDS.

COVENANTS, CONDITIONS AND RESTRICTIONS

RECORDED ON REEL N/A INSTR. NO. 2000013660
LANE COUNTY, OREGON, DEED RECORDS.

PLAT PREPARED BY:
G & L LAND SURVEYING, INC.
8116 S.W. NIMBUS AVE.
BEAVERTON, OREGON 97008
PH: (503)641-0308 FAX: 671-0877
JOB NO. 1628

**EXHIBIT B
TO
PURCHASE AND SALE AGREEMENT**

**Until a change is requested,
tax statements shall be sent to:**

Stratosphere Storage, LLC
P.O. Box 1004
Cottage Grove, OR 97424

After recording return to:

Stratosphere Storage, LLC
P.O. Box 1004
Cottage Grove, OR 97424

Statutory Bargain and Sale Deed
--

City of Cottage Grove, a municipal corporation, Grantor, conveys to Smith Fitness Properties, LLC, Grantee, the following-described real property (Property):

See legal description of the property in attached and incorporated Exhibit A.

True consideration for this Conveyance is \$98,372.00.

This Deed is subject to all covenants, restrictions, and agreements of record, which by this reference are incorporated herein, as though such covenants, restrictions, and agreements were fully set forth in this Deed.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSONS RIGHTS, IF ANY, UNDER ORS 195.300 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: _____, 2024.

GRANTOR:

City of Cottage Grove,
an Oregon municipal corporation:

By: _____
Michael Sauerwein, City Manager
City of Cottage Grove

STATE OF OREGON)
) ss.
County of Lane)

This instrument was acknowledged before me on _____, 2024, by
Michael Sauerwein as City Manager of the City of Cottage Grove.

Notary Public for Oregon
My Commission Expires: _____

**EXHIBIT 1
TO
STATUTORY BARGAIN AND SALE DEED**

Legal Description of Property

LOT 1, COTTAGE GROVE INDUSTRIAL PARK AS PLATTED AND RECORDED MARCH 03, 2000, RECEPTION NO. 2000012658, FILE 75, SLIDES 946, 947, OFFICIAL RECORDS OF LANE COUNTY, OREGON.

LETTER OF INTENT

**STRATOSPHERE STORAGE LLC
PO BOX 1004
COTTAGE GROVE, OR. 97424**

LETTER OF INTENT

503-970-2479
ebhco@live.com

PO Box 1004
Cottage Grove, OR
97424

January 25, 2024

Faye Stewart
Public Works and Development Director
City of Cottage Grove
400 E. Main Street
Cottage Grove, OR 97424

Good Morning Faye,

After the trials of the last couple weeks, it is great to be back at normalcy again. I hope this finds you well and back to normal also. I wanted to get this sent to you earlier but there was no possibility of that coming to fruition.

After looking over the 1.14 acres upon entrance to the industrial park several times, measuring and calculating, and getting my counsel to look over possible plans and costs, the property on Carnegie Way will mostly work for what we are planning to achieve. With the decreased width to the West of parcel 225' of it , and not being sure of where the access would be, we believe that approximately 38,316 Sq. Ft. is usable, and the other portion would be a fenced area or landscaping. Our interest in this property would be for storage units, a very much needed item in our Great City.

As follows we would very much like to make an offer on this property contingent on access, approval to build storage units, and the ability to build caretakers living quarters and office for staff and security.

STRATOSPHERE STORAGE LLC

PURCHASE PRICE \$ 98,372.00

Cash, closing within 8 business days from acceptance, and all contingencies have been approved in writing by city planning commission, city counsel, and all decision makers regarding this 1.14 acre parcel.

Thank you for your valued consideration of our companies offer. Please, if there are any questions that any and all City representatives or counsel members might have, please feel free to contact us anytime between hours of 8am - 7pm M-F

Thank you again for your time Faye and presenting this to all counsel involved in the decision process on this parcel.

The very best to you and yours,

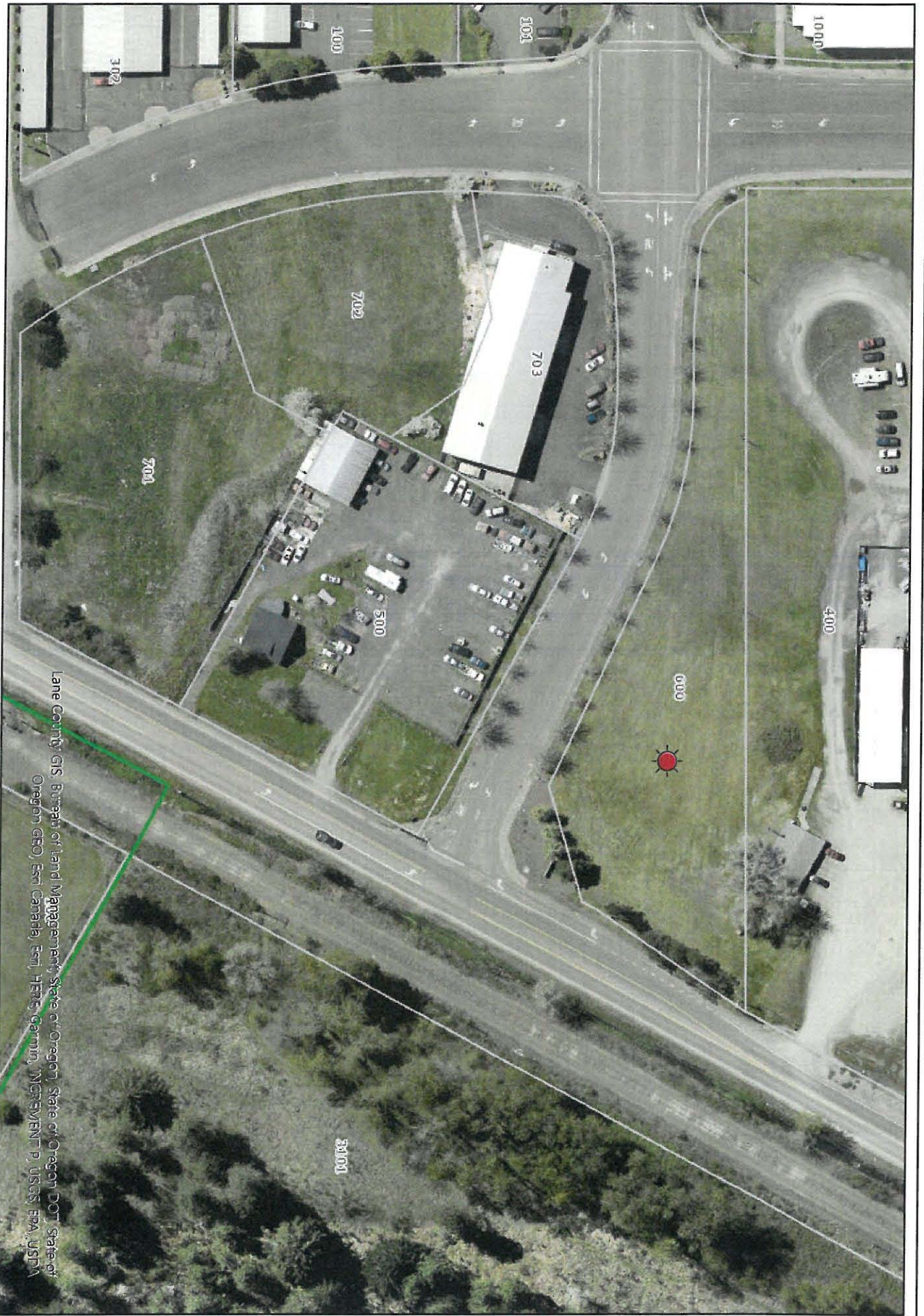
Stratosphere Storage LLC

Matthew C. Boozer

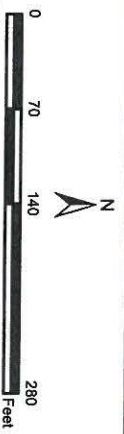
Owner / Executive Member

503-970-2479

ebhco@live.com



The information on this map was derived from digital databases on the Lane County regional geographic information system. Care was taken in the creation of this map, but its provided "as is." Lane County cannot accept any responsibility for errors, omissions or positional accuracy in the digital data or the underlying information. Specific parcels should be confirmed with the appropriate agency. There are no warranties, expressed or implied, accompanying this product. However, notification of any errors will be appreciated.



Lane County GIS, Bureau of Land Management, State of Oregon, State of Oregon DOT, State of Oregon GEO, Esri, Canada, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USFWS

Cottage Grove Web Map

Lane County, Oregon