



AGENDA FOR Regular Meeting
ASHLAND PARKS & RECREATION COMMISSION
August 9, 2023
Council Chambers – 6 p.m.
1175 E Main St

UPDATED AGENDA 8/7/2023

To attend the meeting or to provide public input, see public participation instructions on page 2

6:00 p.m.

- I. CALL TO ORDER
- II. APPROVAL OF MINUTES
 - a) APMC Special Meeting – July 7, 2023
- III. ADDITIONS OR DELETIONS TO THE AGENDA
- IV. PUBLIC FORUM
- V. CONSENT
 - a) Subcommittee Minutes for Acknowledgement
 - b) Acknowledgement of Commissioner Eldridge Resignation
- VI. BUSINESS
 - a) Conversation Cluster Seating Project
 - b) Butler Perozzi Fountain Plaque Request
 - c) Commissioner Vacancy Application Process
 - d) Real Estate Acquisition
 - e) Commission Vice Chair Selection
- VII. ITEMS FROM COMMISSIONERS/STAFF
- VIII. UPCOMING MEETING DATES
 - a) Recreation Division Advisory Committee – August 17, 2023
 - Lithia Park Cabin – 4:00 p.m.
 - b) Ashland Senior Advisory Committee—September 11, 2023
 - Ashland Senior Center—3:30 p.m.
- IX. ADJOURNMENT

make reasonable arrangements to ensure accessibility to the meeting (28 CFR 35.102-35.104 ADA Title I). Parks Commission meetings are broadcast live on Channel 9, or on CHARTER CABLE CHANNEL 180. Visit the City of Ashland's website at www.ashland.or.us.

Public Participation Instructions

This meeting will be held in-person in Council Chambers 1175 E. Main St. Those who wish to provide oral testimony must attend the meeting and fill out a speaker request card. The public can view on Channel 9 or Channels 180 and 181 (for Charter Communications customers) or live stream via rvtv.sou.edu - select RVTV Prime.

Written testimony will be accepted via email sent to rachel.dials@ashland.or.us. Please include "**Public Testimony**" in the subject line. Written testimony submitted the Tuesday before the meeting by 11:00 am will be made available to the Parks Commissioners before the meeting. All testimony will be included in the meetings minutes.

MINUTES FOR REGULAR BUSINESS MEETING
ASHLAND PARKS & RECREATION COMMISSION
July 5, 2023
Council Chambers – 6:30 p.m.
1175 E Main St

Present: Commissioners Landt (Chair), Eldridge (Vice-Chair), Adams, Bachman; Deputy Director Dials, Senior Service Superintendent Glatt, Interim Parks Superintendent Sullivan, Analyst Kiewel

Absent: Commissioner Lewis, Director Black

I. CALL TO ORDER

Landt called the meeting to order at 6:30 p.m.

II. APPROVAL OF MINUTES

APRC Study Session – May 3, 2023

APRC Regular Meeting – June 14, 2023

Motion: Eldridge moved to approve the minutes from May 3, 2023, and June 14, 2023. Seconded by Adams

Vote: The vote was all yes

III. ADDITIONS OR DELETIONS TO THE AGENDA

Landt added Oak Knoll Golf Course request for proposals update

Remove Presentation from Jensen Strategies

IV. PUBLIC FORUM

None

V. CONSENT

- a) Ashland Senior Advisory Committee Member Appointment
- b) Subcommittee Minutes for Acknowledgment
 - Recreation Division Advisory Committee, August 18, 2022

Motion: Bachman moved to approve the consent agenda. Seconded by Eldridge

Vote: The vote was all yes.

VI. BUSINESS

- a) Oak Knoll Golf Course Request for Proposals (RFP) Update

Dials updated the Commission that in March APRC received two proposals for the for the Golf Course Operations RFP. An eight-member evaluation team scored the proposals based on the criteria approved by the Commission in January. Golf Automation scored the highest and NH Golf LLC ranked number two. APRC intends to begin negotiations with Golf Automation and will have an on site visit later this month.

Bachman asked about the timeline. Dials said it would be September or October.

Adams asked when it when this would come back to the Commission. Dials said the contract will need to be approved by the Legal Department and then would come to the Commission for approval.

b) Possible Interim Park Director Appointment (Action)

Landt stated that Commissioners have been considering appointing an interim Park Director. The decision-making process has included interviews and a review of resumes. The process to find a permanent Director has been started, with the firm, Jensen Strategies, hired to do the recruitment. Our goal is to ensure continuity in supporting APRC employees and seamlessly providing our many parks, recreation, and senior services to the community.

Motion: Bachman moved to appoint Leslie Eldridge as Interim Parks Director effective August 1, 2023, through June 30, 2024 and to put a temporary hold on the Park Director recruitment process. Seconded by Adams

Discussion:

Bachman stated that he is advocating for getting an interim in place quickly so that Commission work can continue. This decision affects all stakeholders.

Adams said its and important position that needs to be filled soon and that it was a difficult decision. He is looking forward to the coming months will be for Ashland parks it will be a challenging transition, but we have a strong team and looks forward to building on the current foundation.

Landt agreed with Bachman's statement.

Eldridge recused herself from voting and left the room.

Vote: The vote was all yes

c) APRC Park Director Job Description (Action)

Landt told the Commission that the Park Director job description was presented and approved as a draft by the Commission. The final draft has been included in the meeting packet.

Motion: Bachman moved to approve the job description as presented. Seconded by Adams

Discussion: None

Vote: The vote was all yes

d) Lookahead Review (Direction to Staff)

Commissioner Eldridge returned to the meeting.

Landt reviewed the Lookahead with staff and would like to add the Golf RFP to be added in September. Bachman likes that the Lookahead is now tied to the Commission goals. Adams added that we will need to begin the process of filling Commissioner position added.

VII. ITEMS FROM COMMISSIONERS/STAFF

None

VIII. UPCOMING MEETING DATES

- a) Ashland Senior Advisory Committee—July 10, 2023
 - Zoom—3:30 p.m.
- b) .APRC Regular Meeting —July 12, 2023
 - Canceled
- c) APRC Study Session—August 2, 2023 – Canceled
 - Zoom—6:00 p.m.
- d) .APRC Regular Meeting —August 9, 2023
 - Council Chambers—6:00 p.m.

IX. ADJOURNMENT

The meeting adjourned at 6:44 p.m.

Respectfully Submitted

Tara Kiewel, Administrative Analyst

ASHLAND PARKS & RECREATION COMMISSION

340 S PIONEER STREET • ASHLAND, OREGON 97520

COMMISSIONERS:

Rick Landt
Jim Lewis
Jim Bachman
Justin Adams



541.488.5340
AshlandParksandRec.org
parksinfo@ashland.or.us

STAFF MEMORANDUM

TO: Ashland Parks and Recreation Commissioners

FROM: Rachel Dials, Deputy Director

DATE: August 3, 2023

SUBJECT: CONSENT: ASAC Minutes from May 8, 2023 & Commissioner Eldridge Resignation Letter

Two items need acknowledgement for consent for August 9, 2023:

1. The attached ASAC May 8, 2023, minutes are being submitted for acknowledgement by the Commission.
2. The attached letter dated July 31, 2023 from Leslie Eldridge is submitted for acknowledgement by the Commission.

A motion to approve the Consent Agenda would adopt the following motion for both items:

I move to acknowledge the consent agenda.

City of Ashland
ASHLAND PARKS AND RECREATION COMMISSION (APRC)
ASHLAND SENIOR ADVISORY COMMITTEE (ASAC)
Meeting Minutes
May 8, 2023

Committee Members Present:

- Anne Bellegia
- Cori Frank
- Mike Gardiner, Chair
- Debra Johnson, Vice Chair
- Bob Kaplan
- Kathy McNeal
- Sandy Theis
- Noriko Toyokawa

Staff Present:

- Isleen Glatt
- Natalie Mettler

CALL TO ORDER

Gardiner called the meeting to order at 3:31pm.

OPENING

No guests.

APPROVAL OF MINUTES

Motion: Bellegia/Theis m/s to approve the minutes from March 13, 2023. Voice vote – all AYES. Minutes approved.

ADDITIONS OR DELETIONS TO AGENDA

None.

PUBLIC INPUT

None.

DISASTER PREPAREDNESS FOR OLDER ADULTS & CAREGIVERS

Lauren Kraemer, MPH, Associate Professor of Practice with OSU Extension Family & Community Health, presented on why older adults are more vulnerable to disasters and how individuals and communities can tackle disaster preparedness. See [presentation slides](#).

Kraemer added the following information during a question-and-answer period:

- *Ashland has a higher percentage of residents age 65+ (26.9%) than the county, state and nation. Ashland also has a large number of tourist visitors, who might also not be as prepared for disasters.* Kraemer will share a draft document she is developing for hospitality businesses to guide guests to local disaster resources.
- *How do elder care facilities prepare their residents for disasters?* They run drills and some, like Mountain Meadows, have committees dedicated to disaster preparedness.
- *What barriers are preventing 2/3 of seniors from preparing for disasters?* Multifactorial barriers including income, fatalistic attitudes, social isolation, limited physical and mental abilities.

- *How can people remember their Disaster Zones for evacuation during the stress of a disaster?*
Disaster Zones to guide citizen evacuation are not widespread. But such information might be broadcast via push notifications, although they are limits on what City and County officials can push out as notifications.
- *Do people still get push notifications about disasters if they turn off the location tracking on their smartphone?*
People should be able to adjust their smartphone settings to filter which emergency alerts will get pushed out to them.

ELECT OFFICERS, DISCUSS MEMBER TERMS & RECRUITMENT FOR POSITIONS OPENING JULY 1

Glatt stated that McNeal and Theis's member terms are ending. McNeal will not renew, and Theis has served her two terms limit. (Members who have completed 2 terms may apply to join again after at least one year off.) Glatt will post the position openings via the website and press release, but also asked ASAC members for input on possible recruits.

Per ASAC Bylaws, the Chair and Vice Chair are elected annually and have no term limits. Currently the Chair is Gardiner and Vice Chair is Johnson; both are willing to continue in their roles. There were no other nominations for these positions.

Motion: Bellegia/Bachman m/s for Gardiner/Johnson to continue as ASAC Chair/Vice Chair. Voice vote – all AYES. Motion passed.

The following was discussed during discussion:

- Bellegia noted that Glatt, Mettler and McNeal are best positioned to recommend recruits from among Ashland Senior Center program participants.
- Gardiner would like to see more multigenerational representation.
- Toyokawa asked about representation from medical and/or clinical fields. Glatt agreed that cross-fertilization with Oregon Health & Science University and Asante Ashland Community Hospital would be good. Theis can check in with Asante Ashland Hospital Administrator, Dr. Steven Hersch.

STANDING REPORTS

a. APRC Liaison

Commissioner Bachman reported that APRC based their proposed budget for the coming biennium on a bottom-up analysis and asked for what is needed to run Parks, Recreation and Senior Services, rather than asking for what they think they can get. APRC is also hoping to rebuild their employment levels to pre-pandemic numbers, in order to function more effectively. Bellegia asked if the current proposed budget includes reinstating a third SSD staff person. Bachman responded that APRC is planning on hiring 4-5 generic administrative support positions, which could help SSD. APRC is also prioritizing hiring a Parks Superintendent to improve oversight. Bellegia noted that given Ashland demographics, with almost 27% of residents aged 65+, adequate staffing for SSD should be a priority. Bachman assured he would advocate for this on the Commission level.

b. City Council Liaison

Councilor Kaplan shared that the Council approved an intergovernmental agreement among the City, SOU and Ashland School District to share resources for emergency management. Kelly Burns is the City's new Emergency Management Coordinator. Kaplan attended an ALICE (active shooter) training for City staff that Burns organized. He added that Paige West of RVTD presented to the Council about a new RVTD fixed-route

bus line that will serve Ashland. West stated that this new service is not a substitute for the Ashland Connector, whose return continues to be delayed by staffing limitations.

c. Education Report

Mettler shared about new initiatives and programs: Outdoor Line Dancing (May-June), Digital Supermarket Coupon Tutoring (May-August) and working with OHSU students to research needs and barriers to internet use for local seniors (April-May). In connection with Kraemer's presentation, she added that SSD will host Bill Bateman on June 28, 1-3pm, to present "Survival Prep for Seniors: Beyond the 'Go' Bag."

d. Senior Services Superintendent Report

Glatt referred to her report in the agenda package. She highlighted the following:

- There is concern that RVTD's new route 17 serving Ashland will edge out bringing back the Ashland Connector. She thanked Councilors Kaplan and Hyatt for learning about SSD and assisting with advocacy on this issue.
- Glatt has been advocating with the City Manager and Deputy City Manager, as well as City Departments, to increase the income qualification limit for the City's utility discount to be commensurate with Medicaid limits, which are between 138-150% of Federal Poverty Level (FPL). Currently, a resident's income must be at or below 100-125% of FPL to qualify for the utility discount.
- Glatt shared a story that, through her engagement with SSD, a longtime SSD volunteer learned about and procured affordable hearing aids through the Southern Oregon Lions Sight & Hearing Assistance Program.

Bellegia offered kudos to SSD staff and volunteers for consistently high participation numbers in activities and services. She said this speaks well to the reorganization of Ashland Senior Program into Ashland Senior Services Division.

ITEMS FROM ASAC MEMBERS OR WORK GROUPS

a. Update on May ballot measure

Gardiner reminded all to vote regarding the upcoming ballot measure about reallocating the Food & Beverage Tax to APRC.

b. Livable Ashland Alliance update

Theis reported that the Alliance continues to work with Ashland Community Health Foundation in the hopes they will become the group's fiscal agent. Bellegia added that securing such sponsorship will allow the Alliance to begin engaging citizens in their efforts. They also plan to update City Council and invite their participation in current or new all age friendly initiatives.

c. Other items from ASAC members

Gardiner spoke for all members in thanking McNeal and Theis for their service to ASAC.

Next meeting – Monday, July 10, 2023, 3:30-5:00pm (Zoom)

Adjournment – 5:01pm

Respectfully submitted by Natalie Mettler, Senior & Adult Services Coordinator, Ashland Parks and Recreation Commission

July 31, 2023

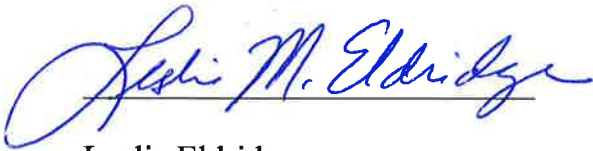
Ashland Parks and Recreation Commission (APRC) Chair Landt,

At the July 5, 2023 APRC Business Meeting, the APRC Board of Commissioners (excluding myself) voted to appoint me as the Interim Ashland Parks and Recreation Director. I will assume this role full-time on Aug 21, 2023.

My background checks are complete and my employment contract has been finalized. Therefore, I now submit my resignation from the Ashland Parks and Recreation Commission.

I look forward to working with the Commissioners in my new capacity as Interim Director of Parks and Recreation.

Thank you,



Leslie Eldridge

cc: APRC Commissioners

ASHLAND PARKS & RECREATION COMMISSION

340 S PIONEER STREET • ASHLAND, OREGON 97520

COMMISSIONERS:

Rick Landt
Jim Lewis
Jim Bachman
Justin Adams



541.488.5340
AshlandParksandRec.org
parksinfo@ashland.or.us

STAFF MEMORANDUM

TO: Ashland Parks and Recreation Commissioners

FROM: Isleen Glatt, Senior Services Superintendent

DATE: 8/3/23

SUBJECT: Conversation Clusters Seating Project

Situation

In April 2023, staff presented details of a grant application to the AARP Community Challenge requesting \$12,550 to create “conversation clusters” seating in parks. AARP did not fund this application. Knowing that a 2nd year of funding from AARP was unlikely, former Director Black had also set aside \$6000 in funding from APRC’s CIP budget to fund conversation clusters. The proposal below is modified to reduce costs.

The demonstration project would create three new public seating options designed to encourage social connection in public spaces, then solicit community feedback on the designs.

Background

The Senior Services Division represents Ashland Parks and Recreation on the Livable Ashland Alliance, the now independent group which grew out of the AARP Age-Friendly Communities application that was endorsed by the Commission. Members of the Alliance have requested conversation cluster seating in APRC parks as an all-age-friendly addition to livability in our community.

Conversational seating has been particularly requested by older adults seeking a safe, outdoor place to meet with friends and colleagues. While all community members are welcome to gather in public parks, park benches do not traditionally face each other. Seating that allows park users to face each other for conversation is especially important for older adults, many of whom are not comfortable sitting on the ground.

The original project would install three unique seating configurations tentatively planned for three park locations as recommended by Director Black. On June 26, Commissioner Rick Landt viewed the three potential sites with staff and Livable Ashland Alliance Co-Chair Anne Bellegia. Commissioner Landt recommended some modifications to the plan, incorporated here.

Assessment

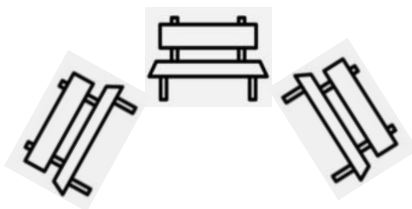
The proposed project is a relatively low-cost way to meet a community request while testing the efficacy of different models. The feedback could inform future park seating choices and be helpful other groups such as Livable Ashland Alliance or homeowner's associations considering seating in other community spaces, such as neighborhood pocket parks. This modified proposal recommends wooden benches made in house rather than the very expensive, but more lasting metal benches. Based on the proposed locations, wooden benches are consistent with current standards to use metal benches only in more formal locations.

The proposed sites are described below. Sites might need to be adjusted somewhat during installation to accommodate irrigation changes or other variables to be determined.

- 1) **A set of 20 stacking chairs** in Lithia Park bottom green, at front west corner. Chairs would be stacked on the mulch, available for community members to move and position as desired. Signage will ask people to return chairs when done, but staff will have to restack when mowing.



- 2) **A semi-circle of three fixed 5' benches** in Garfield Park near corner of East Main and California Streets. This project would add two 5' benches to an existing 5' wooden bench, with wood replaced on the existing bench.



- 3) **A circle of 4 fixed wooden 6' benches in Glenwood Park**, near the corner of Ashland St and Glenwood Drive. Project will reclaim space from an area where irrigation has been a long-term challenge, currently covered in St. John's wart and underperforming grass. For this closed circle, staff recommend a decomposed granite pad under the benches.



Option 1 is the biggest experiment, to see if the public can responsibly use and return the stacking chairs. Because cost per chair is low, the risk is low in this experiment. We may test leaving the chairs stacked in place overnight versus the staff time required to lock or store them at night. If this model causes problems, the chairs could be relocated or the experiment terminated.

For Options 2 and 3, the benches would be spaced to allow someone with a walker or wheelchair to join. We expect to leave this seating in place for the life of the benches, unless there are unforeseen circumstances.

Recommendation

Staff recommend that the Commission approve the use of reserved CIP funds for this project as proposed or with modifications if desired by Commissioners.

Possible Motion

"I move to approve the Conversation Clusters Seating Project as proposed by staff, with use of CIP funds not to exceed \$6000."

ASHLAND PARKS & RECREATION COMMISSION

340 S PIONEER STREET • ASHLAND, OREGON 97520

COMMISSIONERS:

Rick Landt
Jim Lewis
Jim Bachman
Justin Adams



541.488.5340
AshlandParksandRec.org
parksinfo@ashland.or.us

STAFF MEMORANDUM

TO: Ashland Parks and Recreation Commissioners

FROM: Rachel Dials, Deputy Director

DATE: August 3, 2023

SUBJECT: Butler Perozzi Fountain Plaque Request

SITUATION

At the August 2, 2023 Study Session Meeting the Ashland Parks Foundation presented a proposal to place a plaque at the Butler Perozzi Fountain location that would commemorate the restoration project the foundation is currently raising funds for.

The Ashland Parks Foundation formally requests that the Butler-Perozzi Fountain Restoration fundraising campaign be allowed to use a \$10,000 threshold for the minimum dollar amount to secure recognition on the future plaque at the fountain site.

BACKGROUND

The Butler-Perozzi Fountain was given to the City of Ashland by Gwin S. Butler and Domingo Perozzi in 1916. Sculpted in Italy out of Fiori di Peschi marble, the fountain is situated on a dedicated terrace near the sycamore grove across from the Butler Memorial Bandshell. In 1987, the Park's Planning Director John Fregonese commissioned Ashland sculptor Jeffrey Bernard to restore the sculpture.

The Fountain needs restoration. The entire plumbing system needs repair and modernization. The Ashland Parks Foundation is leading the effort to restore and preserve Butler-Perozzi Fountain with a fund-raising campaign. The goal is to raise \$800,000 by the end of the year for the repair and ongoing maintenance of the fountain. To date \$428,950 has been raised.

Assessment

There are currently three plaques at the Butler Perozzi Fountain commemorating the purchase and restoration. An additional plaque will add to the documented history of the fountain and thank the generous gifts that were made to restore the fountain.

Recommendation

Staff recommends the approval of the Ashland Parks Foundation request to be allowed to use a \$10,000 threshold for the minimum dollar amount to secure recognition on the future plaque at the fountain site.

Possible Motion

I move to approve the request of the Ashland Parks Foundation to use a \$10,000 threshold for the minimum dollar amount to secure recognition on the future plaque at the Butler Perozzi Fountain site.

Attachment

Campaign Goal Chart



Butler-Perozzi Fountain

RESTORATION

Campaign Goal: \$800,000

Committed to date: \$428,950 (54%) as of 7/7/23

■ = Committed Gift □ = Gift Needed

<u>Gifts/Pledges</u>	<u>Amount</u>	<u>Number</u>	<u>Raised</u>	<u>Needed</u>	<u>Total</u>
■■■	\$200,000	2	\$400,000		\$400,000
□	\$100,000	1		\$100,000	\$100,000
□	\$50,000	1		\$50,000	\$50,000
■■■■	\$20,000	3	\$20,000	\$40,000	\$60,000
□□□□□□□□□□	\$10,000	10		\$100,000	\$100,000
□□□□□□ □□□□□□	\$5,000	12		\$60,000	\$60,000
■■■■■□□□□□□□ □□□□□□□□□□	\$1,000	20	\$4,000	\$16,000	\$20,000
Less than \$1,000	\$50 (ave)	1,000	\$4,950	\$5,800	\$10,000
Total		50	\$428,950	\$371,050	\$800,000

BUTLER—PEROZZI FOUNTAIN

1916

SCULPTOR, A. FRILLI, FLORENCE, ITALY

RESTORED AND RE-SCULPTED

1987

SCULPTOR, JEFFREY BERNARD, ASHLAND, OREGON

THIS FOUNTAIN WAS GIVEN TO THE CITY OF ASHLAND BY
GWIN S. BUTLER AND DOMINGO PEROZZI IN 1916.

THE RESTORATION WAS FOUNDED BY THE CITIZENS OF ASHLAND
AND HER MANY FRIENDS IN ORDER THAT THE FOUNTAIN
MIGHT ONCE AGAIN GRACE THIS BEAUTIFUL PARK.

MAJOR FUNDING BY:

THE CITY OF ASHLAND, THE ASHLAND PARKS & RECREATION COMMISSION, THE ASHLAND
HISTORIC COMMISSION, THE SOUTHERN OREGON HISTORICAL SOCIETY, SANDLER FILMS, INC.
THE ~~PEROZZI~~ FAMILY, FRIENDS OF MICHAEL ELLEY, SASCHA KRADER, U.S. BANK, THE
ASHLAND DAILY TIDINGS, THE CUSTOMERS OF ASHLAND SANITARY SERVICE, THE FORTMILLER
FAMILY, THE PROVOST FAMILY, THE MARLER FAMILY, GLADYS GARDNER, LUCILLE PEROZZI,
THELMA PEROZZI DORSCH, AND GLADYS HIGGINS.

ASHLAND PARKS & RECREATION COMMISSION

340 S PIONEER STREET • ASHLAND, OREGON 97520

COMMISSIONERS:

Rick Landt

Jim Lewis

Jim Bachman

Justin Adams



541.488.5340
AshlandParksandRec.org
parksinfo@ashland.or.us

STAFF MEMORANDUM

TO: Ashland Parks and Recreation Commissioners

FROM: Rachel Dials, Deputy Director

DATE: August 3, 2023

SUBJECT: Commissioner Seat #1 Vacancy

Commissioner Eldridge has resigned Seat #1 effective July 31, 2023. The seat needs to be filled within sixty days and historically vacancies have been filled by soliciting applications. At the Study Session on August 3rd Commissioners discussed the application period of two weeks and then having applicant interviews prior to the September 13, 2023, meeting. The Commission plans to appoint a new Commissioner based on the agreed-upon interview questions, and a public selection process.

At the August 3, 2023, Study Session the Commission asked to review the application/interview questions at the August 9 regular meeting.

Potential Motion

I move to approve the Commissioner application process as proposed.

Attachments:

Commissioner Application/Interview Questions

**APPLICATION FOR APPOINTMENT TO
VACANT ELECTED POSITION
ASHLAND PARKS AND RECREATION COMMISSIONER¹**

Please type or print answers to the following questions and submit to the City Recorder at City Hall, 20 E Main Street, or email melissa.huhtala@ashland.or.us. If you have any questions, please feel free to contact the City Recorder at 541.552.2084 (p) or 541.613.0194 (c). **Attach additional sheets if necessary.**

Name _____

Address _____

Occupation _____ Phone: Home _____

Work _____

Email _____

1. What do you think are the biggest issues facing the Parks and Recreation Commission currently?

2. Do you have experience working with local government, paid or volunteer?

If yes, please describe:

3. Do you have past non-governmental volunteer experience?

If yes, please describe:



¹ Article XIX of the City Charter establishes the position of Park Commissioner as an elected position. Article XXII establishes the Recreation Commission and states that the positions of Recreation Commissioner shall be filled by the elected Park Commissioners.

4. **What is your educational background?**

Please describe:

5. **Why are you interested in this position?**

Date

Signature



ASHLAND PARKS & RECREATION COMMISSION

340 S PIONEER STREET • ASHLAND, OREGON 97520

COMMISSIONERS

Rick Landt
Jim Lewis
Jim Bachman
Justin Adams



541.488.5340
AshlandParksandRec.org
parksinfo@ashland.or.us

STAFF MEMORANDUM

TO: Ashland Parks and Recreation Commissioners

FROM: Rachel Dials, Deputy Director

DATE: August 3, 2023

SUBJECT: Acquisition of Liberty Street Property (391E16AC -TL300)

Situation

At the April 12, 2023, APRC Executive Session, the Commission directed staff to negotiate for the 17.79 acres Liberty Street Property (391E16AC -TL300).

On April 20, 2023, the seller accepted an offer of \$486,525 for the property (see attached real estate contract & addendum).

In May APRC contracted with Appraiser Mark Baird who conducted an appraisal of the Liberty Street property and valued the property at \$500,000 (see attached appraisal).

Goals and Plans Supported

APRC 23/25 Biennium Commission Goal

Continue to improve and develop our watershed pedestrian and mountain bike trail network, including connectivity to adjacent National Forest Land (above) and town centers (below) city ownership, as well as securing easements on private properties that protect public access to this network.

City Council 23/25 Biennium Priorities

Wildfire risk reduction and CEAP (Climate Energy Action Plan) execution

Economic Development including development of eco-tourism like trails, ensuring City processes such as planning are supportive of attracting new business and supporting those already here.

This property is currently identified for acquisition within the City of Ashland Master Plan in the [Parks, Trails, and Open Space Program](#) , (now it's Property #15-the Upper Liberty Street Property in the

updated 2023-2033 Draft 4 of the plan), and it has been previously identified as Property #7 for acquisition in the plan since 2002.

Background

The 17.79 acres Liberty Street property is an undeveloped Scenic Woodland Property (the property has potential for development of a couple lots) just south of the Liberty Street Park Open Space parcel (.99ac). The property is privately owned, but not closed off, and it has been used for years by hikers and bicyclists as a trail hub in the upper Liberty Street area because it makes several important trail connections. It has beautiful scenic views, interesting large boulder outcroppings, contains the upper reaches of Beach Creek, and a section of the Ashland Canal (TID) Trail. County records show the current owners, D & S Ventures, LLC., purchased the property in 1999 for \$320,000.

Assessment

By investing in the Liberty Street property, APRC will be able to protect/retain extremely important existing trail connectivity within the City's trails network and provide more opportunities for people to enjoy the great outdoors.

The Liberty St. property adjoins a section of the Ashland Canal Trail and Liberty Street Park (.99ac) along its northern border, connecting to the Liberty Street Trail, providing trail connectivity to Liberty Street and other nearby neighborhoods, including Southern Oregon University.

To the west of the property is the Waterline Road (ROW) and the Lisa Lane Trail which both provide public trail connections to the Morton Street, Park Estates, and Waterline Road neighborhoods.

On the east side of the property is the Ivy Lane ROW, which provides a public trail route connecting to Pineview Estates, S. Mountain Ave., Pinecrest Terrace, and several other neighborhood areas to the east. The Ivy Lane ROW connection is an extremely important connection because it is the only connection providing a crucial public trail-route bypass around a closed off section of the Ashland Canal Trail (TID) directly to the east, which has remained blocked off to public trail users by private property owners for several years.

In addition to having several important currently existing trail connections, the near proximity of the property's southwest corner to the Ashland Loop Road has the potential to make a public trail connection if the City were to acquire an easement in the future.

Another benefit in acquiring the property is that fuels reduction treatments have been performed on the property. These treatments are important steps towards making the property a better fuel reduction zone/defensible space to the surrounding neighborhoods.

This investment is not only good for the community's health and well-being but also the local economy as it promotes tourism and outdoor activities, which in turn, supports local businesses. The purchase of the Liberty Street Property is a sound investment that will provide long-term benefits to our community.

Staff is proposing to use the funds currently available in the CIP Fund that has been approved for property acquisition. No other resources will be required for the purchase of this property.

Recommendation

Staff is recommending that the Parks Commissioners approve the purchase of the Liberty Street Property

as proposed.

Possible motion: *I move to approve the acquisition of the Liberty Street Property known as 391E16AC-TL300 for the price of \$486,525.*

Next Steps:

The Charter of the City of Ashland requires both the Parks Commissioners and City Council to agree on property purchases for the Open Space Program. If the Commissioners approve the purchase by motion, the next step will be to present the same information to the City Council in a public meeting. We anticipate that the City Council will review and approve this proposal on August 15, 2023, pending approval by the Commissioners.

Attachments

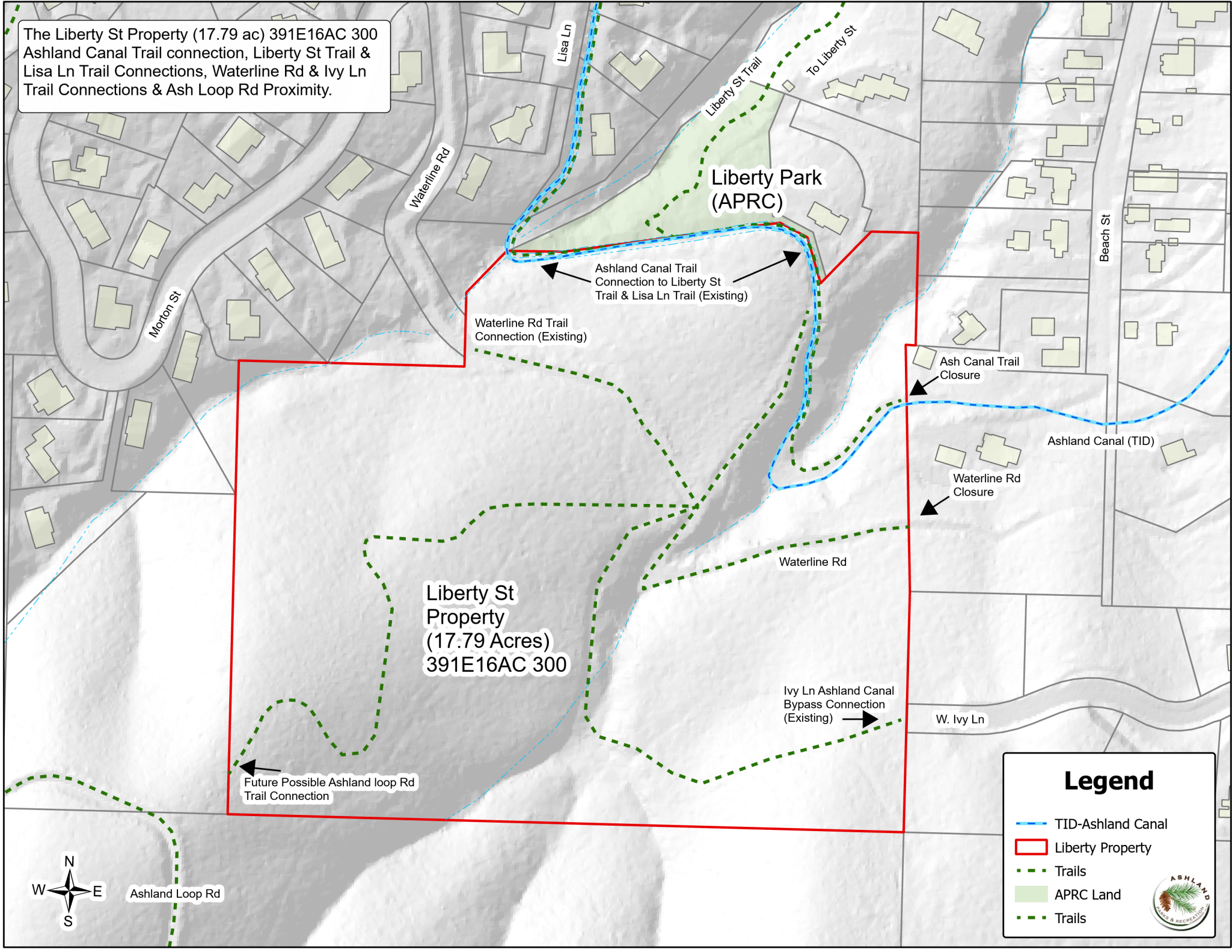
Property Location Map

Real Estate Contract

Real Estate Contract Addendum

Title Report

The Liberty St Property (17.79 ac) 391E16AC 300
Ashland Canal Trail connection, Liberty St Trail &
Lisa Ln Trail Connections, Waterline Rd & Ivy Ln
Trail Connections & Ash Loop Rd Proximity.



Liberty St
Property
(17.79 Acres)
391E16AC 300

Liberty Park
(APRC)

Ashland Canal Trail
Connection to Liberty St
Trail & Lisa Ln Trail (Existing)

Waterline Rd Trail
Connection (Existing)

Ash Canal Trail
Closure

Waterline Rd
Closure

Waterline Rd

Ivy Ln Ashland Canal
Bypass Connection
(Existing)

W. Ivy Ln

Future Possible Ashland loop Rd
Trail Connection

Legend

- TID-Ashland Canal
- Liberty Property
- Trails
- APRC Land
- Trails





Sale Agreement # **04022023ep**

RESIDENTIAL

FINAL AGENCY ACKNOWLEDGMENT

Both Buyer and Seller acknowledge having received the Oregon Real Estate Agency Disclosure Pamphlet, and hereby acknowledge and consent to the following agency relationships in this transaction:

Buyer's Agent(s)*: **Eric Poole** Oregon License #: **200212183**
 is/are the agent of (select one): ☒ Buyer exclusively ("Buyer Agency") ☐ Both Buyer and Seller ("Disclosed Limited Agency")
 Name of Real Estate Firm(s)*: **Full Circle Real Estate** Firm License #: **200604291**
 Buyer's Agent's Office Address: **240 E Main St Ashland OR 97520**
 Phone #1: **(541) 951-5711** Phone #2: _____ E-mail: **ericp@fullcirclereal.com**

Seller's Agent(s)*: **Greg Goebelt, Meghan McNulty** Oregon License #: **200204226**
 is/are the agent of (select one): ☒ Seller exclusively ("Seller Agency") ☐ Both Buyer and Seller ("Disclosed Limited Agency")
 Name of Real Estate Firm(s)*: **John L. Scott Ashland, John L. Scott Ashland** Firm License #: **201207473**
 Seller's Agent's Office Address: **320 E Main St 100, Ashland OR 97520**
 Phone #1: **(541) 840-5966** Phone #2: _____ E-mail: **ggoebelt@gmail.com, megan.greggoebelt@gmail.com**

*If Buyer's and/or Seller's Agents and/or Firms are co-selling or co-listing in this transaction, all Agent and Firm names should be disclosed above.

If both parties are each represented by one or more Agents in the same Real Estate Firm, and Agents are supervised by the same principal broker in that Real Estate Firm, Buyer and Seller acknowledge said principal broker will become the disclosed limited agent for both Buyer and Seller as more fully explained in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller, and Agent(s).

Buyer will sign this acknowledgment at the time of signing this Agreement before submission to Seller. Seller will sign this acknowledgment at the time this Agreement is first submitted to Seller, even if this Agreement will be rejected or a counteroffer will be made. Seller's signature to this Final Agency Acknowledgment will not constitute acceptance of this Agreement or any terms herein.

Buyer	<u>Michael Black</u>	Print	<u>City of Ashland</u>	Date	<u>04/20/2023</u>	←
Buyer	_____	Print	_____	Date	_____	←
Seller	_____	Print	<u>D & S Ventures, LLC</u>	Date	_____	←
Seller	_____	Print	_____	Date	_____	←

VACANT LAND REAL ESTATE SALE AGREEMENT

This Agreement is intended to be a legal and binding contract. If it is not understood, seek competent legal advice before signing. For an explanation of the printed terms and provisions in this form, seller and buyer are encouraged to closely review the definitions and miscellaneous section below. No changes or alterations are permitted to any portion of the pre-printed format or text of this form. Any such proposed changes or alterations must be made on a separate document.

1. PARTIES/PRICE/PROPERTY DESCRIPTION: Buyer City of Ashland
 offers to purchase from Seller D & S Ventures, LLC
 the following described real property (the "Property") situated in the State of Oregon, County of Jackson,
 and commonly known or identified as (insert street address, city, zip code, tax identification number, lot/block description, etc.):
Liberty St, 391E16AC - 300 and Account #1-006092-3, Ashland, OR 97520

(If a complete legal description of the Property is not included in this Agreement, Buyer and Seller agree to use the legal description provided by Escrow (defined in Section 16 - Escrow) for purposes of legal identification and conveyance of title.)

for the "Purchase Price" (in U.S. currency) of _____ A \$ **486,525.00**
 on the following terms: as earnest money, the sum of (the "Deposit") _____ B \$ **5,000.00**
 on _____, as additional earnest money, the sum of (the "Additional Deposit") _____ C \$ _____
 at or before Closing, the balance of the down payment _____ D \$ _____
 at Closing and on delivery of the ☒ Deed ☐ Contract, the balance of the Purchase Price _____ E \$ **481,525.00**
 will be paid as agreed in the Financing Sections of this Agreement. (Lines B, C, D, and E should equal Line A)

Buyer Initials MB / _____ Date 04/20/2023

Seller Initials _____ / _____ Date _____

This form has been licensed for use solely by the named user below pursuant to a Forms License Agreement with Oregon Real Estate Forms, LLC.

LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE AND DATE

Copyright Oregon Real Estate Forms, LLC 2022 | Released 01/2023

www.orefonline.com

No portion may be reproduced without the express permission of Oregon Real Estate Forms, LLC

OREF 008 | Ver. 1.3 | Page 1 of 12



Sale Agreement # **04022023ep**

RESIDENTIAL

VACANT LAND REAL ESTATE SALE AGREEMENT

FINANCING

2. BALANCE OF PURCHASE PRICE (Select A or B): Buyer represents that Buyer has liquid and available funds for the Deposit and down payment, and if an all cash transaction, the full Purchase Price, sufficient to Close this transaction and is not relying on any contingent source of funds (for example, from loans, gifts, sale or closing of other property, 401(k) disbursements, etc.), except as follows (describe): _____

If this transaction is contingent upon Buyer obtaining the above-mentioned funds, Buyer will add an express contingency in Section 6 of this Agreement.

A. ☒ This is an all cash transaction. Buyer will provide verification ("Verification") of readily available funds as follows (select only one):

☐ Buyer has attached the Verification to this Agreement.

☒ Buyer will provide Seller with the Verification within 12 Business Days (three [3] if not filled in) after the Effective Date;

☐ Other (Describe): _____

If the Verification is not attached to this Agreement, Seller may Notify Buyer, in writing, of Seller's unconditional disapproval of the Verification within _____ Business Days (two [2] if not filled in) ("Disapproval Period") following its receipt by Seller. Provided, however, such disapproval must be objectively reasonable. On such disapproval, all Deposits will be promptly refunded to Buyer and this transaction will be terminated.

If Seller fails to provide Buyer with written unconditional disapproval of the Verification by 5:00 p.m. of the last day of the Disapproval Period, Seller will be deemed to have approved the Verification. If Buyer fails to submit a Verification within a time frame selected above, unless the parties agree otherwise in writing, all Deposits will be promptly refunded, and this transaction will be terminated.

B. ☐ The Balance of the Purchase Price will be financed through one of the following loan programs (Select only one):

☐ Conventional; ☐ FHA; ☐ Federal VA (Seller ☐ will ☐ will not agree to pay Buyer's non-allowable VA fees);

If FHA or Federal VA is selected, Buyer has attached OREF 097 VA/FHA Amendatory Clause and Real Estate Certification to this Agreement.

☐ Other (Describe): _____

Buyer agrees to seek financing through a lending institution or mortgage broker (collectively, "Lender") participating in the loan program selected above.

Pre-Approval Letter.

☐ Buyer has attached a pre-approval letter from Buyer's Lender (a "Pre-approval Letter") to this Agreement;

☐ Buyer will provide Seller with the Pre-approval Letter within _____ Business Days (three [3] if not filled in) after the Effective Date;

☐ Other (Describe): _____

3.1 FINANCING CONTINGENCIES: If Buyer is financing any portion of the Purchase Price (the "Loan"), then this transaction is subject to the following contingencies (the "Financing Contingencies"): (1) Buyer and the Property will qualify for the Loan from Lender; (2) Lender's appraisal will not be less than the Purchase Price; (3) Buyer obtains the Loan from Lender, unless failure to obtain the Loan is due to the fault of Buyer; and, (4) Other (Describe): _____

Except as provided in this Agreement, all Financing Contingencies are solely for Buyer's benefit and may be waived by Buyer in writing at any time.

3.2 FAILURE OF FINANCING CONTINGENCIES: If Buyer receives actual notification from Lender that any Financing Contingencies have failed or otherwise cannot occur, Buyer will promptly notify Seller, and the parties will have 5 Business Days (two [2] if not filled in) following the date of Buyer's Notice to Seller to either (a) terminate this transaction by signing an OREF 057 Termination Agreement and terminate escrow by signing a similar agreement if required by Escrow; or (b) reach a written agreement on price and terms that will permit this transaction to continue. Seller and Buyer are not required under the preceding provision (b) to reach an agreement. If (a) or (b) fail to occur within the time period identified in Section 3.2 (Failure of Financing Contingencies), this transaction will be automatically terminated, and all Deposits will be promptly refunded to Buyer. Buyer understands that on termination of this transaction, Seller will have the right to place the Property back on the market for sale at any price and terms as Seller determines, in Seller's sole discretion.

Buyer Initials MB / _____ Date 04/20/2023

Seller Initials _____ / _____ Date _____

This form has been licensed for use solely by the named user below pursuant to a Forms License Agreement with Oregon Real Estate Forms, LLC.

LINES WITH THIS SYMBOL ◀ REQUIRE A SIGNATURE AND DATE

Copyright Oregon Real Estate Forms, LLC 2022 | Released 01/2023

www.orefonline.com

No portion may be reproduced without the express permission of Oregon Real Estate Forms, LLC

OREF 008 | Ver. 1.3 | Page 2 of 12



VACANT LAND REAL ESTATE SALE AGREEMENT

3.3 BUYER'S OBLIGATIONS REGARDING FINANCING: Buyer represents to and agrees with Seller as follows:

- (1) Not later than ____ Business Days (three [3] if not filled in) following the Effective Date, Buyer will submit to the Lender who provided the Pre-approval Letter a completed loan application for purchase of the Property. A "completed loan application" will include the following information: (i) Buyer's name(s); (ii) Buyer's income(s); (iii) Buyer's social security number(s); (iv) the Property address; (v) an estimate of the value of the Property, and (vi) the loan amount sought.
- (2) If Buyer is satisfied with the Loan Estimate offered by Buyer's Lender, Buyer will so notify Lender within ____ Business Days (three [3] if not filled in – but not to exceed ten [10]) following Buyer's receipt of Lender's Loan Estimate. At Seller's request, Buyer will promptly notify Seller of the date of Buyer's signed notice of intent to proceed with the Loan.
- (3) Buyer will thereafter complete all paperwork requested by the Lender, including payment of all application, appraisal, and processing fees, to obtain the Loan.
- (4) Buyer will not replace the Lender or loan program selected in Section 2.B. without Seller's written consent, which may be withheld in Seller's sole discretion.
- (5) Following submission of Buyer's loan application, Buyer will keep Seller promptly informed of all material non-confidential developments regarding Buyer's financing and the time of Closing.
- (6) Buyer will authorize the Lender to order the appraisal of the Property before expiration of the Inspection Period (defined at Section 18 – Inspections, or Section 1 of the OREF 058 Professional Inspection Addendum if applicable).
- (7) Buyer authorizes Buyer's Lender to provide non-confidential information to Buyer's and Seller's Agents regarding Buyer's loan application status.

4. SELLER-CARRIED FINANCING: If the Seller is financing all or a portion of the Purchase Price through a land sale contract, promissory note and trust deed/mortgage, option, or lease-to-own agreement (a "Seller-carried Transaction"), Buyer and Seller are advised to review the OREF 032 Advisory Regarding Seller-Carried Transactions. Buyer and Seller agree to (*select only one*):

- ☐ Use the OREF 033 Seller-Carried Transaction Addendum and related forms; or
- ☐ Secure a mortgage loan originator ("MLO") or legal counsel to negotiate and draft the necessary documents.

Regardless of the option selected above, Seller and Buyer agree to reach a signed written agreement specifying the terms and conditions of such financing (for example, the down payment, interest rate, amortization, term, payment dates, late fees, and balloon dates) within ____ Business Days (ten [10] if not filled in) after the Effective Date ("Negotiation of Terms Period"). If Buyer and Seller fail to reach agreement by 5:00 p.m. on the last day of the Negotiation of Terms Period, all Deposits will be refunded to Buyer and this transaction will be automatically terminated. Oregon law requires, unless exempted, that individuals offering or negotiating the terms must be an Oregon-licensed attorney or hold an MLO license. Your real estate Agent is not qualified to provide these services or to advise you in this regard. Legal advice is strongly recommended.

5.1 PROPERTY AND CASUALTY INSURANCE: Buyer is encouraged to promptly verify the availability and cost of property and casualty insurance that will be secured for the Property. Additionally, Lender may require proof of that insurance as a condition of a new loan.

5.2 FLOOD INSURANCE: If the Property is located in a designated flood zone, flood insurance may be required as a condition of a new loan. Buyer is encouraged to promptly verify the need, availability, and cost of flood insurance, if applicable. An Elevation Certificate ("EC") is the document used by the National Flood Insurance Program to determine the difference in elevation between a home or building and the elevation to which floodwater is anticipated to rise during certain floods. The flood insurance premium for a particular property is based on the EC. Whether a property in a flood zone requires an EC depends on when it was constructed. An EC must be prepared and certified by a land surveyor, engineer, or architect who is authorized by the local jurisdiction to certify elevation information. The costs and fees for an EC may range from a few hundred dollars to over a thousand. If the Property requires an EC, it will need to be obtained prior to receiving a flood insurance quote. Additionally, a lender may require an EC as a condition of loan approval. For more information, go to www.fema.gov.

6. ADDITIONAL FINANCING PROVISIONS (for example, closing costs): _____

Buyer Initials MB / _____ Date 04/20/2023

Seller Initials _____ / _____ Date _____

This form has been licensed for use solely by the named user below pursuant to a Forms License Agreement with Oregon Real Estate Forms, LLC.

LINES WITH THIS SYMBOL ◀ REQUIRE A SIGNATURE AND DATE

Copyright Oregon Real Estate Forms, LLC 2022 | Released 01/2023

www.orefonline.com

No portion may be reproduced without the express permission of Oregon Real Estate Forms, LLC

OREF 008 | Ver. 1.3 | Page 3 of 12



VACANT LAND REAL ESTATE SALE AGREEMENT

CONTINGENCIES

7. TITLE INSURANCE: Within one (1) Business Day after the Effective Date, Seller or Seller's Agent will order from the title insurance company selected at Section 16 (Escrow) below, a preliminary title report and copies of or links to all documents of record (the "Report and Documents") for the Property. The parties instruct Escrow to furnish the Reports and Documents to Buyer, as soon as the Reports and Documents are available using the Notification Method described in Section 29(2) (Miscellaneous) below. Unless otherwise provided in this Agreement, this transaction is subject to Buyer's review and approval of the Report and Documents. If the Report and Documents are not fully understood, Buyer should contact the title insurance company for further information or seek competent legal advice. The Buyer's and Seller's Agents are not qualified to advise on specific legal or title issues.

Upon receipt of the Report and Documents, and upon receipt of each supplement to the Reports and Documents that contains material information previously unknown to Buyer, Buyer will have 10 Business Days (five [5] if not filled in) within which to Notify Seller, in writing, of any matters disclosed in the Report and Documents which are unacceptable (the "Objections"). Buyer's failure to timely object in writing will constitute acceptance of the Report and Documents. However, Buyer's failure to timely object will not relieve Seller of the duty to convey marketable title to the Property pursuant to Section 22 (Deed) below. If within 10 Business Days (five [5] if not filled in) following Seller's receipt of the Objections, Seller fails to remove or correct any of the Objections, or fails to give written assurances reasonably satisfactory to Buyer of removal or correction prior to Closing, all Deposits will be promptly refunded to Buyer and this transaction will be terminated unless Buyer waives this contingency in writing. Within thirty (30) days after Closing, the title insurance company will furnish to Buyer, at Seller's sole expense, an owner's standard form policy of title insurance insuring marketable title in the Property to Buyer in the amount of the Purchase Price, free and clear of the Objections, if any, and all other title exceptions agreed to be removed as part of this transaction.

8. PROPERTY INSPECTIONS: Buyer understands it is advisable to have complete inspections of the Property by qualified licensed professionals relating to such matters as structural condition, soil condition/compaction/stability, survey, zoning, operating systems, suitability for Buyer's intended purpose, and environmental issues. The following list identifies some, but not all, environmental issues found in and around many properties that may affect health: asbestos, carbon monoxide, electric and magnetic fields, formaldehyde, lead and other contaminants in drinking water and well water, lead-based paint, mold and mildew, radon, and leaking underground storage tanks. If Buyer has any concerns about these conditions or others, Buyer is encouraged to secure the services of a licensed professional inspector, consultant, or health expert, for information and guidance. Neither Buyer's nor Seller's Agent are qualified to conduct such inspections and will not be responsible to do so. For further details, Buyer is encouraged to review the website of the Oregon Public Health Division at www.public.health.oregon.gov.

Select only one box below:

- ☒ **Licensed Professional Inspections:** At Buyer's expense, Buyer may have the Property inspected by one or more licensed professionals of Buyer's choice. Buyer must specifically identify in this Agreement any desired invasive inspections that may include testing or removal of any portion of the Property (for example, radon and mold).

Identify Invasive Inspections: _____

Buyer will restore the Property following any inspections or tests performed by Buyer or on Buyer's behalf.

Buyer will have the right to enter the Property and to conduct an investigation and a feasibility study of the suitability of the Property for Buyer's intended use including, but not limited to, market feasibility, engineering and soils studies, investigation of zoning, subdivision, or other land use restrictions, and availability of utilities.

Buyer will have 35 Business Days (ten [10] if not filled in) after the Effective Date (the "Inspection Period"), in which to complete all inspections and negotiations with Seller regarding any matters disclosed in any inspection report. Buyer will not provide all or any portion of the inspection reports to Seller unless requested by Seller; but if Seller requests all or a portion of a report during this transaction or within thirty (30) days following termination, Buyer will promptly comply.

Seller will not be required to modify any terms of this Agreement. Unless a written agreement has already been reached with Seller regarding Buyer's requested repairs, Buyer may give Notice to Seller, using OREF 064 Notice of Buyer's Unconditional Disapproval, at any time during the Inspection Period, of Buyer's unconditional disapproval of the Property based on any inspection report, in which case all Deposits will be promptly refunded and this transaction will be terminated. If Buyer fails to provide Seller with written unconditional disapproval of any inspection

Buyer Initials MB / _____ Date 04/20/2023

Seller Initials _____ / _____ Date _____

This form has been licensed for use solely by the named user below pursuant to a Forms License Agreement with Oregon Real Estate Forms, LLC.

LINES WITH THIS SYMBOL ◀ REQUIRE A SIGNATURE AND DATE

Copyright Oregon Real Estate Forms, LLC 2022 | Released 01/2023

www.orefonline.com

No portion may be reproduced without the express permission of Oregon Real Estate Forms, LLC

OREF 008 | Ver. 1.3 | Page 4 of 12



VACANT LAND REAL ESTATE SALE AGREEMENT

report(s) by 5:00 p.m. of the final day of the Inspection Period, Buyer will be deemed to have accepted the condition of the Property. If prior to expiration of the Inspection Period, written agreement is reached with Seller regarding Buyer's requested repairs, the Inspection Period will automatically terminate unless the parties agree otherwise in writing.

☐ **Alternative Inspection Procedures:** Buyer has attached OREF 058 Professional Inspection Addendum to this Agreement.

☐ **Buyer's Waiver of Inspection Contingency:** Buyer represents to Seller and all Agents and Firms that Buyer is fully satisfied with the condition of the Property and all elements and systems thereof and knowingly and voluntarily elects to waive the right to have any inspections performed as a contingency to the Closing of the transaction. At Buyer's expense, Buyer may have the Property inspected by one or more licensed professionals of Buyer's choice for informational purposes only. Buyer must specifically identify in this Agreement any desired invasive inspections that may include testing or removal of any portion of the Property (for example, radon and mold).

Identify invasive inspections: _____

Buyer will restore the Property following any inspections of tests performed by Buyer or on Buyer's behalf. Buyer will have ____ Business Days (ten [10] if not filled in) after the Effective Date in which to complete all inspections.

☐ **Buyer's Waiver of Inspections and Inspection Contingency:** Buyer represents to Seller and all Agents and Firms that Buyer is fully satisfied with the condition of the Property and all elements and systems thereof and knowingly and voluntarily elects to waive the inspection contingency and the right to have any inspections. Buyer's waivers are solely Buyer's decision and at Buyer's own risk.

☐ **Other Inspection Addendum:** _____

The selection above does not apply to OREF 081 Septic Onsite Sewage System or OREF 082 Private Well Addendum if attached to this Sale Agreement.

9.1 PRIVATE WELL: Does the Property include a well that supplies or is intended to supply domestic water for household use? ☐ Yes ☒ No
If yes, Buyer has attached OREF 082 Private Well Addendum to this Agreement.

9.2 SEPTIC/ONSITE SEWAGE SYSTEM: Does the Property include a septic/onsite sewage system? ☐ Yes ☒ No
If yes, Buyer has attached OREF 081 Septic/Onsite Sewage System Addendum to this Agreement.

10.1 SELLER PROPERTY DISCLOSURE LAW: Buyer and Seller acknowledge, subject to certain exclusions, Oregon's Seller Property Disclosure Law (ORS 105.462 – 105.490) applies only to real property transactions improved with 1-to-4 family dwellings and does not apply to transactions involving vacant land.

10.2 SELLER VACANT LAND DISCLOSURES: Although not required by law, unless waived by Buyer in writing, Seller shall complete the OREF 019 Vacant Land Disclosure Addendum (the "Disclosure Addendum") for delivery to all prospective buyers making offers to purchase the Property. The Disclosure Addendum addresses the current condition of the Property and asks Seller to provide pertinent documents and information. Seller's answers are based solely upon Seller's actual knowledge of the condition of the Property, without necessarily having performed any inspections or tests. Notwithstanding receipt and review of Seller's completed Disclosure Addendum, Buyer is cautioned to exercise their own due diligence by using experts and specialists of Buyer's choice. Neither Seller's nor Buyer's Agents are experts or specialists in vacant land. As more fully described in the Disclosure Addendum, Buyer shall have a right to revoke their offer if timely given in writing to Seller within the defined Revocation Period, which shall commence on the first Business Day following its date of delivery to Buyer. Unless waived below, until the Disclosure Addendum is delivered to Buyer with all relevant documents and information, the Revocation Period does not commence. This means that a Buyer can revoke the transaction at any time until said delivery and the Revocation Period has expired, or the time of Closing, whichever first occurs.

Buyer(s) to check one box below:

☒ Buyer's offer is conditioned upon receiving Seller's Vacant Land Disclosure Addendum within three (3) Business Days following the date this Agreement is signed and accepted by the parties. Buyer does not waive the right of revocation provided therein.

☐ Buyer's offer is conditioned upon receiving Seller's Vacant Land Disclosure Addendum within three (3) Business Days following the date this Agreement is signed and accepted by the parties. Buyer expressly waives the right of revocation provided therein.

☐ Buyer expressly waives the right to receive the Vacant Land Disclosure Addendum and all rights arising therefrom.

Buyer Initials MB / _____ Date 04/20/2023

Seller Initials _____ / _____ Date _____

This form has been licensed for use solely by the named user below pursuant to a Forms License Agreement with Oregon Real Estate Forms, LLC.

LINES WITH THIS SYMBOL ◀ REQUIRE A SIGNATURE AND DATE

Copyright Oregon Real Estate Forms, LLC 2022 | Released 01/2023

www.orefonline.com

No portion may be reproduced without the express permission of Oregon Real Estate Forms, LLC

OREF 008 | Ver. 1.3 | Page 5 of 12

**OREF**
OREGON REAL ESTATE FORMSSale Agreement # **04022023ep**

RESIDENTIAL

VACANT LAND REAL ESTATE SALE AGREEMENT**CONDITION AND COMPONENTS OF THE PROPERTY**

11. SELLER REPRESENTATIONS: Subject to any written disclosures made by Seller as a part of this transaction, Seller makes the following representations to Buyer:

(1) The Property is served by and/or connected to (*select all that apply*):

☐ A public sewer system

☐ An on-site sewage system

☐ A public water system

☐ A private well

☐ Other (for example, surface springs, cistern, etc.): _____

(2) The Property will be in substantially its present condition at the time Buyer is entitled to possession.

(3) Seller has no notice of any liens or assessments to be levied against the Property.

(4) Seller has no notice from any governmental agency of a condemnation, environmental, zoning or similar proceeding, existing or planned, which could detrimentally affect the use, development, or value of the Property.

(5) Seller knows of no material defects in or about the Property.

(6) Seller has no notice from any governmental agency of any violation of law relating to the Property.

(7) Seller has no knowledge of any of the following matters affecting the use or operation of the Property: (a) past or present non-resource uses (for example, cemeteries, landfills, dumps, etc.); (b) unrecorded access easements or agreements (for example, for harvesting, fishing, hunting, livestock movement and pasture, etc.); (c) state or federal agreements/requirements regarding crops, grazing, reforestation, etc.; (d) supplier agreements, production processing commitments or other similar contracts.

(8) Well(s), water source(s), and/or water district resources have been adequate under Seller's current usage of the Property.

(9) Water rights (for example, irrigation, agricultural), for not less than (Seller to complete) _____ acres, have been utilized and applied for beneficial use within the last five (5) years and are current and shall be transferred to Buyer at Closing. Water rights may be subject to certain conditions. Buyer should verify compliance with appropriate agency.

(10) Seller knows of no material discrepancies between visible lines of possession and use (such as existing fences, hedges, landscaping, structures, driveways, and other such improvements) currently existing on the Property offered for sale and the legal description of the Property.

Seller agrees to promptly Notify Buyer if, prior to Closing, Seller receives actual notice of any event or condition that could result in making any previously disclosed material information relating to the Property substantially misleading or incorrect.

These representations are made to the best of Seller's knowledge. Seller may have made no investigations. Exceptions to items (1) through (10) are: _____ (For more exceptions see Addendum _____).

Buyer acknowledges the above representations are not warranties regarding the condition of the Property and are not a substitute for, nor in lieu of, Buyer's own responsibility to conduct a thorough and complete independent investigation, including the use of professionals, where appropriate, regarding all material matters bearing on the condition of the Property, its value and its suitability for Buyer's intended use. Neither Buyer's nor Seller's Agents will be responsible for conducting any inspection or investigation of any aspect of the Property.

12. "AS-IS": Except for Seller's agreements and representations in this Agreement or in the Seller's Vacant Land Disclosure Addendum, if any, Buyer is purchasing the Property "AS-IS," in its present condition and with all defects, apparent or not apparent.

13. APPROVED USES: THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON

Buyer Initials MB / _____ Date 04/20/2023

Seller Initials _____ / _____ Date _____

This form has been licensed for use solely by the named user below pursuant to a Forms License Agreement with Oregon Real Estate Forms, LLC.

LINES WITH THIS SYMBOL ◀ REQUIRE A SIGNATURE AND DATE

Copyright Oregon Real Estate Forms, LLC 2022 | Released 01/2023

www.orefonline.com

No portion may be reproduced without the express permission of Oregon Real Estate Forms, LLC

OREF 008 | Ver. 1.3 | Page 6 of 12



VACANT LAND REAL ESTATE SALE AGREEMENT

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.

14. HOMEOWNER'S ASSOCIATION / TOWNHOME / PLANNED COMMUNITY: Is the Property in a planned community, or does it have a Homeowner's Association? ☐ Yes ☒ No ☐ Unknown
If yes or unknown, Buyer has attached OREF 024 Homeowner's Association / Townhome / Planned Community Addendum to this Agreement. In this Agreement, "townhome" means a connected home where the owner also owns the ground beneath the home, and "planned community" means a residential subdivision (not a condominium or timeshare) in which owners are collectively responsible for part of the subdivision.

15. ADDITIONAL PROVISIONS: See Addendum 1

For additional provisions, see Addendum 1

ESCROW/CLOSING

16. ESCROW: This transaction will be Closed at First American Title - Ashland ("Escrow"), a neutral escrow company licensed and located in the State of Oregon. Costs of Escrow will be shared equally between Buyer and Seller unless specifically prohibited by the U.S. Department of Veterans Affairs (Federal VA). Seller authorizes Seller's Agent to order an owner's title policy at Seller's expense and further authorizes Escrow to pay out of the cash proceeds of sale the expense of furnishing such policy, Seller's recording fees, Seller's Closing costs, and any liens and encumbrances on the Property payable by Seller on or before Closing. Buyer will deposit with Escrow sufficient funds necessary to pay Buyer's recording fees, Buyer's Closing costs, and Lender's fees if any. Real estate fees, commissions or other compensation for professional real estate services provided by Buyer's or Seller's Agents' Firms will be paid at Closing in accordance with the listing agreement, buyer representation agreement, or other written agreement for compensation.

17. PRORATIONS: Rents, current year's taxes, interest on assumed obligations, and other prepaid expenses attributable to the Property will be prorated as of (*select one*): ☒ the Closing Date; ☐ the date Buyer is entitled to possession.

18. UTILITIES: Seller will pay all utility bills accrued to the date Buyer is entitled to possession. Buyer will pay Seller for heating fuel/propane on the Property on the date Buyer is entitled to possession, at Seller's supplier's rate. Payment will be handled between Buyer and Seller outside of Escrow. Seller will not terminate or disconnect electric, gas, heating fuel/propane, or water utilities prior to the date Buyer is entitled to possession unless the parties agree otherwise in writing.

19. EARNEST MONEY DEPOSIT(S): When this Sale Agreement is Signed and Delivered by Buyer and Seller, the following instructions will apply to the handling of the Deposit.

The Deposit will be payable and deposited within 10 Business Days (three [3] if not filled in) after the Effective Date (the "Deposit Deadline") as follows (*select all that apply*):

- ☒ Directly with Escrow;
☐ Directly into Buyer's Agent's Firm's client trust account and remain there until disbursement at Closing;
☐ Directly into Buyer's Agent's Firm's client trust account and thereafter deposit with Escrow/Title Company prior to Closing; and/or
☐ As follows: _____

On deposit of the Deposit in accordance with this Agreement, Buyer will take no steps to withdraw or authorize withdrawal of the Deposit, except in accordance with the terms and conditions of this Agreement. In the event Buyer attempts or succeeds in any withdrawal of the Deposit, it will be considered a breach of this Agreement and will result in a forfeit of the Deposit and termination, at the option of the Seller, of the Buyer's right to purchase.

Buyer Initials MB / _____ Date 04/20/2023

Seller Initials _____ / _____ Date _____

This form has been licensed for use solely by the named user below pursuant to a Forms License Agreement with Oregon Real Estate Forms, LLC.

LINES WITH THIS SYMBOL ◀ REQUIRE A SIGNATURE AND DATE

Copyright Oregon Real Estate Forms, LLC 2022 | Released 01/2023

www.orefonline.com

No portion may be reproduced without the express permission of Oregon Real Estate Forms, LLC

OREF 008 | Ver. 1.3 | Page 7 of 12



VACANT LAND REAL ESTATE SALE AGREEMENT

Caution: The Deposit, payable by the method selected by Buyer above, must be placed with Escrow or Buyer's Agent's Firm's Client Trust account no later than 5:00 p.m. on the last day of the Deposit Deadline. The failure to do so may result in a breach of this Agreement.

If an Additional Deposit is to be paid, it will be handled in accordance with the above-selected instructions, or (*Describe*): _____

Once the Deposit, and Additional Deposit, if any, is/are placed with Escrow, Seller's and Buyer's Agents and Firms will have no further responsibility to Buyer or Seller regarding said funds.

20.1 EARNEST MONEY DEPOSIT INSTRUCTIONS TO ESCROW: Buyer and Seller instruct Escrow as follows: on your receipt of a copy of this Agreement signed by Buyer and Seller, establish an escrow account and proceed with Closing in accordance with the terms of this Agreement. If you determine the transaction cannot be Closed for any reason (whether or not there is a dispute between Buyer and Seller), you are to hold all Deposits until you receive written instructions from Buyer and Seller, or a final ruling from a court or arbitrator, as to the disposition of the Deposits.

20.2 EARNEST MONEY REFUND TO BUYER: All Deposits will be promptly refunded to Buyer if: (1) Seller signs and accepts this Agreement but fails to furnish marketable title; or (2) Seller fails to complete this transaction in accordance with the material terms of this Agreement; or (3) any condition which Buyer has made an express contingency in this Agreement (and has not been otherwise waived) fails through no fault of Buyer. However, acceptance by Buyer of the refund will not constitute a waiver of other legal remedies available to Buyer.

20.3 EARNEST MONEY PAYMENT TO SELLER: If Seller signs and accepts this Agreement and title is marketable, Seller, at Seller's option, may terminate this Agreement, and all Deposits paid or agreed to be paid will be paid to Seller as liquidated damages, if: (1) Buyer has materially misrepresented Buyer's financial status; or (2) Buyer's bank does not pay, when presented, any check given as earnest money or fails to timely make a wire transfer for Buyer's earnest money; or (3) Buyer fails to complete this transaction in accordance with the material terms of this Agreement. The parties expressly agree Seller's economic and non-economic damages arising from Buyer's failure to close this transaction in accordance with the terms of this Agreement would be difficult or impossible to ascertain with any certainty, that the Deposits identified in this Agreement are a fair, reasonable, and appropriate estimate of those damages, and represent a binding liquidated sum, not a penalty.

The Seller's sole remedy against Buyer for Buyer's failure to close this transaction in accordance with the material terms of this Agreement is limited to the amount of earnest money paid or agreed to be paid in this Agreement. Seller's right to recover from Buyer any unpaid earnest money agreed to be paid in this Agreement will be resolved as described in the Dispute Resolution Sections below.

21.1 CLOSING: Closing will occur on a date mutually agreed on between Buyer and Seller on or before 07/28/2023 (the "Closing Deadline"). Buyer and Seller acknowledge for Closing to occur by the Closing Deadline, it may be necessary to execute documents and deposit funds in Escrow prior to that date. Caveat: If Escrow is to prepare documents required under Section 4, Seller must so notify Escrow three (3) days prior to the Closing Deadline.

21.2 THE CLOSING DISCLOSURE: Pursuant to the TILA-RESPA Integrated Disclosure ("TRID") rule, Buyer and Seller will each receive a "Closing Disclosure" which, among other things, summarizes each party's closing costs. TRID requires the Closing Disclosure must be received by a residential loan borrower at least three (3) Business Days prior to "consummation" of the transaction, which in most cases in Oregon will be the date on which Buyer signs the loan documents. Under certain circumstances, a change to the Closing Disclosure late in the transaction could result in a delay in Closing to comply with the three-business day rule. Such a delay beyond the Closing Deadline could result in termination of the transaction unless Seller and Buyer mutually agree to extend it.

22. DEED: Seller will convey marketable title to the Property by statutory warranty deed (or good and sufficient personal representative's or trustee's or similar legal fiduciary's deed, where applicable) free and clear of all liens of record, except property taxes that are a lien but not yet payable, zoning ordinances, building and use restrictions, reservations in federal patents, easements, covenants, conditions and restrictions, and those matters accepted by Buyer pursuant to Section 7 (Title Insurance) above. If Buyer's title will be held in the name of more than one person, see Section 33 (Offer to Purchase) below regarding forms of co-ownership.

23. POSSESSION: Possession of the Property will be delivered by Seller to Buyer (*select one*):

☒ by 5:00 p.m. on the date of Closing;

☐ by _____ ☐ a.m. ☐ p.m. _____ days after Closing;

☐ by _____ ☐ a.m. ☐ p.m. on (*insert date*) _____;

Prior to Closing, Seller will remove all of Seller's personal property (including trash).

Buyer Initials MB / _____ Date 04/20/2023

Seller Initials _____ / _____ Date _____

This form has been licensed for use solely by the named user below pursuant to a Forms License Agreement with Oregon Real Estate Forms, LLC.

LINES WITH THIS SYMBOL ◀ REQUIRE A SIGNATURE AND DATE

Copyright Oregon Real Estate Forms, LLC 2022 | Released 01/2023

www.orefonline.com

No portion may be reproduced without the express permission of Oregon Real Estate Forms, LLC

OREF 008 | Ver. 1.3 | Page 8 of 12



VACANT LAND REAL ESTATE SALE AGREEMENT

TAXES

24.1 OREGON STATE TAX WITHHOLDING OBLIGATIONS: Subject to certain exceptions, Escrow is required to withhold a portion of Seller's proceeds if Seller is a non-resident individual or corporation as defined under Oregon law. Buyer and Seller agree to cooperate with Escrow by executing and delivering any instrument, affidavit, or statement as requested, and to perform any acts reasonable or necessary to carry out the provisions of Oregon law.

24.2 FIRPTA TAX WITHHOLDING REQUIREMENT: The Foreign Investment in Real Property Tax Act ("FIRPTA") requires a buyer to withhold a portion of a Seller's proceeds (up to 15% of the purchase price) if the Seller is a "foreign person" who does not qualify for an exemption. A "foreign person" is generally a person who is not a U.S. citizen or a resident alien (a "green card" holder).

If FIRPTA applies (that is, if Seller is a foreign person), then even if there is an exemption, Buyer and Seller must ask Escrow to assist the parties with FIRPTA compliance (see OREF 092 Advisory Regarding FIRPTA Tax). Seller's failure to comply with FIRPTA is a material default under this Agreement.

If FIRPTA does not apply (that is, if Seller is not a foreign person), then Seller will deliver to Escrow a Certification of Non-foreign Status provided by escrow that complies with 26 CFR §1.1445-2 (the "Certificate") prior to Closing. If Seller fails to do so, Seller will be presumed to be a foreign person, and the terms of the previous paragraph will apply. Escrow is instructed to act as a "Qualified Substitute" and provide Buyer with a Qualified Substitute Statement that complies with 26 USC §1445(b)(9) at Closing.

If Escrow does not agree to assist with FIRPTA compliance (including providing the form Certificate or acting as a Qualified Substitute), then either Buyer or Seller may move Escrow to another Oregon-licensed escrow agent who is willing to assist with FIRPTA compliance, in which case the parties will equally share any cancellation fees. If due to moving Escrow, this transaction cannot be closed by the Closing Date, the Closing Date will be extended by five (5) Business Days to accommodate the move.

Seller's and Buyer's Agents are not experts in FIRPTA and will not act as a transferor or transferee agent or "Qualified Substitute" for purposes of the Withholding Requirement. If FIRPTA may apply in this transaction, Seller and Buyer should promptly consult their own experts familiar with FIRPTA related law and regulations. For further information, see www.irs.gov.

25. IRC 1031 EXCHANGE: If Buyer or Seller elects to complete an IRC 1031 exchange in this transaction, the other party agrees to cooperate with them and the accommodator, if any, in a manner necessary to complete the exchange, so long as it will not delay the close of escrow or cause additional expense or liability to the cooperating party. Unless otherwise provided in this Agreement, this provision will not become a contingency to the Closing of this transaction.

26. LEVY OF ADDITIONAL PROPERTY TAXES: The Property (*select one*): ☒ is ☐ is not specially assessed for property taxes (for example, farm, forest, or other) in a way resulting in the levy of additional taxes in the future. If it is specially assessed, Seller represents the Property is current as to income or other conditions required to preserve its deferred tax status. If, as a result of Buyer's actions or the Closing of this transaction, the Property either is disqualified from special use assessment or loses its deferred property tax status, then unless otherwise specifically provided in this Agreement, Buyer will be responsible for and will pay when due, any deferred and/or additional taxes and interest that may be levied against the Property, and will hold Seller completely harmless therefrom.

However, if as a result of Seller's actions prior to Closing, the Property either is disqualified from its entitlement to special use assessment or loses its deferred property tax status, and if Seller did not disclose the upcoming disqualification or loss of status to Buyer in writing prior to Closing, Buyer may, at Buyer's sole option, promptly terminate this transaction and receive a refund of all Deposits paid by Buyer in anticipation of Closing; or close this transaction and hold Seller responsible to pay into Escrow all deferred and/or additional taxes and interest levied or recaptured against the Property and hold Buyer completely harmless therefrom. The preceding will not be construed to limit Buyer's or Seller's available remedies or damages arising from a breach of this Section 26 (Levy of Additional Property Taxes).

27. AGRICULTURAL FOREIGN INVESTMENT DISCLOSURE ACT OF 1978 ADVISORY: The Agricultural Foreign Investment Disclosure Act of 1978 requires that a foreign person who acquires, disposes of, or holds an interest in United States agricultural land shall disclose such transactions and holdings to the Secretary of Agriculture in the manner prescribed in said regulations. Clients who are foreign persons should consult with their attorney regarding this requirement.

Buyer Initials MB / Date 04/20/2023

Seller Initials ____ / Date ____

This form has been licensed for use solely by the named user below pursuant to a Forms License Agreement with Oregon Real Estate Forms, LLC.

LINES WITH THIS SYMBOL ◀ REQUIRE A SIGNATURE AND DATE

Copyright Oregon Real Estate Forms, LLC 2022 | Released 01/2023

www.orefonline.com

No portion may be reproduced without the express permission of Oregon Real Estate Forms, LLC

OREF 008 | Ver. 1.3 | Page 9 of 12

**OREF**
OREGON REAL ESTATE FORMSSale Agreement # **04022023ep**

RESIDENTIAL

VACANT LAND REAL ESTATE SALE AGREEMENT**DEFINITIONS/MISCELLANEOUS**

28. DEFINITIONS: In this Agreement, when the words or phrases below begin with an uppercase letter, they have the following meanings:

Agent means Buyer's and Seller's real estate agents licensed in the State of Oregon.

Agreement or "Sale Agreement" means this Residential Real Estate Sale Agreement and any written offer, counteroffer, or addendum in any form or language that adds to, amends or otherwise modifies this Agreement that has been Signed and Delivered.

Business Day means Monday through Friday, except days that are recognized by Oregon or the United States as official holidays.

Closing, Closed, Closing, or Closing Date mean when the deed or contract is recorded and funds are available to Seller.

Deposits means the Deposit and any Additional Deposit described in Section 1 (Parties/Price/Property Description) of this Agreement.

Effective Date means the date when this Agreement has been Signed and Delivered.

Firm means the real estate company with which an Agent is affiliated.

Notice means a written statement delivered using the Notification Method described in Section 29(2) (Miscellaneous).

Notify means delivering a Notice to the other party or their Agent.

Signed and Delivered means the date and time the Seller and Buyer have: (a) signed the Agreement and (b) transmitted it to the other party or their Agent, either by manual delivery ("Manual Delivery") or by facsimile or electronic mail ("Electronic Transmission"). When this Agreement is "Signed and Delivered," the Agreement becomes legally binding on Buyer and Seller, and neither has the ability to withdraw their acceptance of this Agreement.

Smart Home Features means appliances, lighting, or electronic devices that can be controlled remotely by the owner, often via a mobile app. Smart home features may also operate in conjunction with other devices in the home and communicate information to other smart devices.

29. MISCELLANEOUS:

(1) **TIME.** Time is of the essence of this Agreement.

(2) **NOTICES.** Except as provided in Section 7 (Title Insurance) above, all written Notices or documents required or permitted under this Agreement to be delivered to Buyer or Seller may be delivered to their respective Agent with the same effect as if delivered to that Buyer or Seller. On opening of this transaction with Escrow, Buyer, Seller, and their respective Agents, where applicable, will provide Escrow with their preferred means of receiving Notice (for example, email or text address, facsimile number, mailing or personal delivery address, or other), which will serve as the primary location for receipt of all Notices or documents (the "Notification Method"). Notice will be deemed delivered as of the earliest of:

(a) the date and time the Notice is sent by email or fax;

(b) the time the Notice is personally delivered to either the Agent or the Agent's Office; or

(c) three [3] calendar days after the date the Notice is posted in the U.S. Mail.

(3) **NONPARTIES.** Agent(s) and Firm(s) identified in the Final Agency Acknowledgment Section above are not parties to this Agreement but are subject to Section 32.3 (Mediation and Arbitration Involving Agents/Firms).

(4) **TIME ZONES.** Any reference in this Agreement to a specific time refers to the time in the time zone where the Property is located.

(5) **ELECTRONIC TRANSMISSION.** The sending of a signed acceptance of this Agreement via Electronic Transmission from one party (or their Agent) to the other party (or their Agent) will have the same effect as Manual Delivery of the signed original. If the parties intend to use any other method for transmitting a signed offer or acceptance of the Agreement (such as regular mail, certified mail, or overnight delivery), they should so specify at Section 15 (Additional Provisions) of this Agreement.

(6) **BINDING EFFECT.** This Agreement is binding on the heirs, successors, and assigns of Buyer and Seller. However, Buyer's rights under this Agreement or in the Property are not assignable without the prior written consent of Seller.

(7) **COUNTERPARTS.** This Agreement may be signed in multiple legible counterparts with the same legal effect as if all parties signed the same document.

Buyer Initials MB / _____ Date 04/20/2023

Seller Initials _____ / _____ Date _____

This form has been licensed for use solely by the named user below pursuant to a Forms License Agreement with Oregon Real Estate Forms, LLC.

LINES WITH THIS SYMBOL ◀ REQUIRE A SIGNATURE AND DATE

Copyright Oregon Real Estate Forms, LLC 2022 | Released 01/2023

www.orefonline.com

No portion may be reproduced without the express permission of Oregon Real Estate Forms, LLC

OREF 008 | Ver. 1.3 | Page 10 of 12



VACANT LAND REAL ESTATE SALE AGREEMENT

(8) **DAYS.** Time calculated in days after the Effective Date will start on the first full Business Day after the Effective Date. If a date is calculated based on the "date Buyer is entitled to possession," and if Buyer will not be entitled to possession of the Property because one or more tenants is in possession, the "date Buyer is entitled to possession" will, for that purpose, be deemed to be the Closing Date.

(9) **DEADLINES.** Unless a different time is specified in the Agreement, all deadlines for performance, measured in business or calendar days, will terminate as of 5:00 p.m. on the last day of that deadline, however designated.

DISPUTE RESOLUTION

30. FILING OF CLAIMS: All claims, controversies, and disputes between Seller, Buyer, Agents, and/or Firms, relating to the enforcement or interpretation of this Sale Agreement (including those for rescission), as well as those relating to the validity or scope of the Sale Agreement, and all matters concerning the jurisdiction of the arbitrator(s) and/or Arbitration Service of Portland, to hear and decide questions of arbitrability (collectively, "Claims"), will be exclusively resolved in accordance with the procedures in this Agreement, which will survive Closing or earlier termination of this transaction. All Claims will be governed exclusively by Oregon law, and venue will be placed in the county where the Property is situated. Filing a Claim for arbitration will be treated the same as filing in court for purposes of meeting any applicable statute of limitations or statute of ultimate repose, and for purposes of filing a *lis pendens*. By consenting to the provisions in this Agreement, Buyer and Seller acknowledge they are giving up the constitutional right to have Claims tried by a judge or jury in State or Federal court, including all issues relating to the arbitrability of Claims.

31. EXCLUSIONS: The following will not constitute Claims:

- (1) Any proceeding to enforce or interpret a mortgage, trust deed, land sale contract or recorded construction lien;
- (2) A forcible entry and detainer action (eviction);
- (3) If the matter is exclusively between REALTORS® and is otherwise required to be resolved under the Code of Ethics & Professional Standards Policies of the National Association of REALTORS®;
- (4) If the matter relates to a commission or fee with an Agent or Firm, and the written listing, service or fee agreement with Buyer or Seller contains a mandatory mediation and/or arbitration provision; and
- (5) Filing in court for the issuance of provisional process described under the Oregon Rules of Civil Procedure; however, such filing will not constitute a waiver of the duty to utilize the dispute resolution procedures described in this Agreement.

32.1 SMALL CLAIMS BETWEEN BUYER AND SELLER: All Claims between Buyer and Seller within the jurisdiction of the Small Claims Court of the county in which the Property is located will be brought and decided there, in lieu of mediation, arbitration, or litigation in any other forum. Notwithstanding ORS 46.455(3), neither Buyer nor Seller will have a right to request a jury trial and so remove the matter from the Small Claims Department of the Circuit Court. A judgment in Small Claims Court is final and binding and there is no right of appeal.

32.2 MEDIATION AND ARBITRATION BETWEEN BUYER AND SELLER: If Buyer's or Seller's Agent is a member of the National Association of REALTORS®, all Claims will be submitted to mediation as offered by the local REALTOR® Association, if available. If mediation is not available through the Agent's REALTOR® organization, then all Claims will be submitted to mediation through the program administered by Arbitration Service of Portland ("ASP"). All Claims that have not been resolved by mediation as described in this Agreement will be submitted to final and binding arbitration in accordance with the then-existing rules of ASP. The prevailing party in any arbitration between Buyer and Seller will be entitled to recovery of all reasonable attorney fees, filing fees, costs, disbursements, and mediator and arbitrator fees. Provided, however, a prevailing party will not be entitled to any award of attorney fees unless it is first established to the satisfaction of the arbitrator(s) (or judge, if applicable) that the prevailing party offered or agreed in writing to participate in mediation prior to, or promptly on, the filing for arbitration.

32.3 MEDIATION AND ARBITRATION INVOLVING AGENTS/FIRMS: All Claims that include Agents or their Firms will be resolved in accordance with the mediation and arbitration process described in Section 32.2 (Mediation and Arbitration Between Buyer and Seller), above, and if applicable, the prevailing party will be entitled to an award of attorney fees, filing fees, costs, disbursements, and mediator and arbitrator fees, as provided in that section.

SIGNATURE INSTRUCTIONS

33. OFFER TO PURCHASE: Buyer offers to purchase the Property on the terms and conditions in this Agreement. Buyer acknowledges receipt of a completely filled-in copy of this Agreement, which Buyer has fully read and understands. Buyer acknowledges that Buyer has not relied on any oral or written statement made by Seller or any Agent that is not expressly contained in this Agreement. Neither Seller nor any Agent(s) warrant the square footage of any structure or the size of any land being purchased. If square footage or land size is a material consideration, all structures and land

Buyer Initials MB / _____ Date 04/20/2023

Seller Initials _____ / _____ Date _____

This form has been licensed for use solely by the named user below pursuant to a Forms License Agreement with Oregon Real Estate Forms, LLC.

LINES WITH THIS SYMBOL ◀ REQUIRE A SIGNATURE AND DATE

Copyright Oregon Real Estate Forms, LLC 2022 | Released 01/2023

www.orefonline.com

No portion may be reproduced without the express permission of Oregon Real Estate Forms, LLC

OREF 008 | Ver. 1.3 | Page 11 of 12



VACANT LAND REAL ESTATE SALE AGREEMENT

459 should be measured by Buyer prior to signing, or should be made an express contingency in this Agreement. Because of the importance of consistent
 460 terminology and compatible documents, Buyer has chosen to use this Agreement and the other forms provided by Oregon Real Estate Forms, LLC
 461 (OREF) for this transaction.

462 Deed or contract will be prepared in the name of to be determined in escrow

463 Co-Ownership Note: Buyer should secure advice from an expert or attorney regarding different forms of co-ownership and rights of survivorship.
 464 Agents are not qualified to provide advice on these issues. Once the form of co-ownership is determined, Buyer should promptly notify Escrow.

465 This offer will automatically expire on (insert date) 04/24/2023 at 5 ☐ a.m. ☒ p.m. (the "Offer Deadline"). If not accepted by that
 466 time, Buyer may withdraw this offer before the Offer Deadline any time prior to Seller's transmission of signed acceptance. This offer may be accepted
 467 by Seller only in writing.

468 Buyer Michael Black City of Ashland Date 04/20/2023, 03:59:46 PM PDT _____ a.m. _____ p.m. ⬅

469 Buyer _____ Date _____ a.m. _____ p.m. ⬅

470 This offer was transmitted to Seller for signature on (insert date) _____ at _____ a.m. _____ p.m.
 471 by _____ (Agent(s) presenting offer).

472 **34. AGREEMENT TO SELL / ACKNOWLEDGEMENTS:** Seller accepts Buyer's offer. Seller acknowledges receipt of a completely filled-in copy of
 473 this Agreement, which Seller has fully read and understands. Seller acknowledges that Seller has not relied on any oral or written statement made
 474 by Buyer or any Agent that is not expressly contained in this Agreement. Seller has reviewed the Seller Representations made in Section 11 and
 475 elsewhere in this Agreement and will promptly correct, in writing, any inaccurate representations. Because of the importance of consistent terminology
 476 and compatible documents, Seller has chosen to use this Agreement and the other forms provided by Oregon Real Estate Forms, LLC (OREF) for
 477 this transaction.

478 Seller _____ D & S Ventures, LLC Date _____ a.m. _____ p.m. ⬅

479 Seller _____ Date _____ a.m. _____ p.m. ⬅

480 If delivery/transmission occurs after the Offer Deadline identified at Section 33 (Offer to Purchase) above, this Agreement will not become binding on
 481 Seller and Buyer unless they agree to extend the Offer Deadline by an Addendum, Counteroffer, or other writing, jointly signed by the parties. The
 482 parties' failure to do so will be treated as a rejection under Section 35 (Seller's Rejection) below, and this transaction will be automatically terminated.

483 **35. SELLER'S REJECTION/COUNTEROFFER** (select only one):

484 ☐ Seller does not accept the above offer, but makes the attached counteroffer.

485 ☐ Seller rejects Buyer's offer.

486 Seller _____ Date _____ a.m. _____ p.m. ⬅

487 Seller _____ Date _____ a.m. _____ p.m. ⬅



Sale Agreement # **04022023ep**
 Addendum # **1**

RESIDENTIAL

ADDENDUM TO REAL ESTATE SALE AGREEMENT

Buyer(s) City of Ashland
 Seller(s) D & S Ventures, LLC
 Property Address or Tax ID # Liberty St, 391E16AC - 300 and Account #1-006092-3, Ashland, OR 97520
 _____ (the "Property")

Seller and Buyer hereby agree the following shall be a part of the Real Estate Sale Agreement referenced above:

1) Inspection contingency per lines 143-170 of the Sale Agreement may include investigations with the City of Ashland, Jackson County, and any other inquiries or inspections the Buyer deems necessary or appropriate. Cancellation during this period is at the full discretion of the Buyer, with earnest money being fully refundable during this period.

2) Offer is contingent upon the Buyer receiving final approval from the Ashland City Council and the Parks and Rec Commission.

3) Buyer, at Buyer's expense, shall hire a licensed appraiser qualified to appraise the subject property. Offer is contingent upon the property appraising for at or above the agreed-upon purchase price. If the appraisal is lower than the agreed-upon purchase price, Buyer shall notify Seller, and parties will have seven business days following the date of Buyer's Notice to Seller to either (a) terminate this transaction by signing an OREF 057 Termination Agreement and terminate escrow by signing a similar agreement if required by Escrow; or (b) to reach a written agreement on price and terms that will permit this transaction to continue. Seller and Buyer are not required to reach an agreement under the preceding provision (b). If (a) or (b) fail to occur within seven business days, this transaction shall be automatically terminated, and all Deposits will be promptly refunded to the Buyer.

4) Seller agrees to provide Buyer with copies of the following items, including but not limited to lease agreements, copies of all utility and maintenance invoices for the last twelve months, copies of all environmental assessments, environmental studies, all communication with City of Ashland Planning Department, any other binding agreements or contracts, and documents relating to the Property to the extent in Seller's possession or control (the "Property Information"). All Property Information should be emailed to the Buyer or their representatives within ten business days of mutual acceptance.

5) Seller shall not enter into any leases or contracts for the Property or any amendments

Buyer Initials MB / _____ Date 04/20/2023

Seller Initials _____ / _____ Date _____

This form has been licensed for use solely by the named user below pursuant to a Forms License Agreement with Oregon Real Estate Forms, LLC.

LINES WITH THIS SYMBOL ◀ REQUIRE A SIGNATURE AND DATE

Copyright Oregon Real Estate Forms, LLC 2022 | Released 01/2023

www.orefonline.com

No portion may be reproduced without the express permission of Oregon Real Estate Forms, LLC

OREF 002A | Page 1 of 2

Sale Agreement # **04022023ep**

Addendum # _____

RESIDENTIAL

ADDENDUM TO REAL ESTATE SALE AGREEMENT

without Buyer's prior written consent. Seller shall terminate any service contracts and purchase agreements at Closing which Buyer does not elect to assume, and Seller shall indemnify Buyer for any loss incurred thereunder.

6) Full Circle Real Estate waives all commission paid by Seller.

7) Buyer and Seller agree to extend the close of escrow up to twenty business days if there is an issue with completing an appraisal prior to the close of escrow.

Buyer Michael Black City of Ashland Date 04/20/2023, 03:59:46 PM PDT ____ a.m. ____ p.m. ←

Buyer _____ Date _____ a.m. ____ p.m. ←

Seller _____ D & S Ventures, LLC Date _____ a.m. ____ p.m. ←

Seller _____ Date _____ a.m. ____ p.m. ←

Buyer's Agent Eric Poole Seller's Agent Greg Goebelt, Meghan McNulty

This form has been licensed for use solely by the named user below pursuant to a Forms License Agreement with Oregon Real Estate Forms, LLC.

LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE AND DATE

Copyright Oregon Real Estate Forms, LLC 2022 | Released 01/2023

www.orefonline.com

No portion may be reproduced without the express permission of Oregon Real Estate Forms, LLC

OREF 002A | Page 2 of 2

**OREF**
OREGON REAL ESTATE FORMSSale Agreement # **04022023ep**Addendum # **2**

RESIDENTIAL

ADDENDUM TO REAL ESTATE SALE AGREEMENT

1 Buyer(s) City of Ashland

2 Seller(s) D & S Ventures, LLC

3 Property Address or Tax ID # Liberty St, 391E16AC - 300 and Account #1-006092-3, Ashland, OR 97520

4 _____ (the "Property")

5 Seller and Buyer hereby agree the following shall be a part of the Real Estate Sale Agreement referenced above:

6 Due to complications with getting a check from the City of Ashland, the Seller and Buyer agree

7 that the timeline to get earnest money to First American Title will be extended until May 15,

8 2023, at 5 pm.

9 _____

10 _____

11 _____

12 _____

13 _____

14 _____

15 _____

16 _____

17 _____

18 _____

19 _____

20 _____

21 _____

22 _____

23 _____

24 _____

25 _____

26 _____

27 _____

28 _____

29 _____

30 Buyer Michael Black City of Ashland Date 05/09/2023, 12:57:05 PM PDT _____ a.m. _____ p.m. ⬅

31 Buyer _____ Date _____ _____ a.m. _____ p.m. ⬅

32 Seller Daniel Kravtsov managing partner of DES Ventures LLC D & S Ventures, LLC Date 05/10/2023 _____ a.m. _____ p.m. ⬅

33 Seller _____ Date _____ _____ a.m. _____ p.m. ⬅

34 Buyer's Agent Eric Poole Seller's Agent Greg Goebelt, Meghan McNulty

This form has been licensed for use solely by the named user below pursuant to a Forms License Agreement with Oregon Real Estate Forms, LLC.

LINES WITH THIS SYMBOL ⬅ REQUIRE A SIGNATURE AND DATE

Copyright Oregon Real Estate Forms, LLC 2022 | Released 01/2023

www.orefonline.com

No portion may be reproduced without the express permission of Oregon Real Estate Forms, LLC

OREF 002 | Page 1 of 1

ASHLAND PARKS & RECREATION COMMISSION

340 S PIONEER STREET • ASHLAND, OREGON 97520

COMMISSIONERS:

Rick Landt
Leslie Eldridge
Justin Adams
Jim Bachman
Jim Lewis



Michael A. Black, AICP
Director
541.488.5340
AshlandParksandRec.org
parksinfo@ashland.or.us

PARKS COMMISSIONER STAFF REPORT

TO: Ashland Parks and Recreation Commissioners

FROM: Rachel Dials, Deputy Director

DATE: August 7, 2023

SUBJECT: Vice Chair Election

Commissioners elect the Chair and Vice Chair on an annual basis at the beginning of the calendar year. The resignation of Leslie Eldridge leaves a vacancy in the Vice Chair position.

Roles and Duties of the Commission Vice Chair

- All duties of the Commission Chair in the absence of the Commission Chair
 - Conducts and facilitates Commission meetings.
 - Works with the APCR Director to set meeting agendas.
 - Acts as spokesperson for the Commissioners on matters that have been approved or adopted by the Commission (ex: City Budget Committee meetings and groundbreaking or dedication ceremonies; speaks to the media about decisions made by the Commission)
 - Appoints Commission committees as needed.

Staff recommends that the Commissioners elect a Vice Chair

Suggested Motions:

- *I move to approve ____ as Vice Chair of the Ashland Parks and Recreation Board of Commissioners*