



Eugene Water & Electric Board

REQUEST FOR PROPOSALS
for
Acquisition of the EWEB Downtown Riverfront Property
RFP No. 21-254

Issue Date: May 12, 2022

Closing Date: August 12, 2022, 2:00 PM PT

Contact Information: Ramie Alkire, Purchasing Coordinator
(541) 685-7413
ramie.alkire@eweb.org

Property Inspections: Two Voluntary property inspections are scheduled for the following dates.

1. Thursday, May 26, 2022, 2:30 – 4:30 PM PT
2. Friday, June 10, 2022, 8:00 – 10:00 AM PT

Location: Eugene Water & Electric Board, 500 E. 4th Avenue, Eugene, Oregon 97401

PROPOSALS will be electronically submitted to the EWEB PURCHASING OFFICE to:

Ramie Alkire, Purchasing Coordinator
ramie.alkire@eweb.org

SINGLE POINT OF CONTACT: There will be only one point of contact for the entire Request for Proposal process. The contact point is the EWEB Purchasing Office, and the contact person is the Ramie Alkire, Purchasing Coordinator listed above. Any questions or issues that may arise regarding the specifications, the proposal process, and/or the award process shall be directed to the Purchasing Coordinator listed above. EWEB's official response to any questions or requests will be in writing through direct letters or the Addendum process.

FOR MORE INFORMATION, please refer to Part 1 "Instructions to Proposers"

TABLE OF CONTENTS

Section	Description	Page(s)
1	Instructions to Proposers	4-8
2	Background/Objectives	9-12
3	Evaluation Criteria	13-15
4	Evaluation & Selection Process	16-20
5	Proposal Form	21-22
 Exhibits		
1	Sample Purchase and Sale Agreement	
2	Non-Disclosure Agreement – EWEB HQ Disposition	
X-1	Triangle Lot	
X-2	Downtown Riverfront Site Map	
X-3	Riverfront Parcel Map	

LEGAL ADVERTISEMENT

Request for Proposals
Acquisition of the EWEB Downtown Riverfront Property
RFP #21-254

The Eugene Water & Electric Board (EWEB) requests proposals from qualified Proposers for the Acquisition of the EWEB Downtown Riverfront Property including buildings, land, and improvements.

Proposals shall be submitted electronically to Ramie Alkire, Purchasing Coordinator, ramie.alkire@eweb.org, by the closing time and date, to ensure inclusion in the evaluation process. There is no guarantee that proposals received after this time will be considered.

RFP documents may be downloaded from the State of Oregon's bid site ("Oregon Buys"): <https://oregonbuys.gov/bsol/>, and/or www.eweb.org/riverfront. (For navigation help, contact the Purchasing Coordinator.) Proposers must check Oregon Buys or EWEB's website for all current solicitation documents and any potential addenda. RFP documents may also be obtained from the Purchasing Coordinator upon request.

All proposals shall be submitted as set forth in Section 1 - Instructions to Proposers. EWEB is not responsible for proposals submitted in any manner, format, or to any delivery point other than as required by the Solicitation Document.

No proposal may be withdrawn after the hour set for the opening thereof until the elapse of ninety (90) days from the date and time set for opening and shall remain in force thereafter until withdrawn by the Offeror in writing.

EWEB reserves the right to:

- 1) Waive any or all informalities and irregularities
- 2) Cancel the Request for Proposals
- 3) Reject any or all proposals.
- 4) Postpone selection of the apparent successful Proposer for a period not to exceed 120 (one hundred and twenty) days from the date of Closing.
- 5) Select the proposal which, in the sole discretion of the EWEB Board of Commissioners, appears to be in the best interest of the community, EWEB's customer-owners, and EWEB.
- 6) Extend the RFP Closing Date via Addenda at the discretion of the Purchasing Coordinator.

All Proposers are required to comply with applicable Oregon Revised Statutes, ordinances, laws, and EWEB Board Policy.

Attention is directed to ORS 244, Government Ethics.

PUBLISHED: Oregon Buys
Daily Journal of Commerce
Business Tribune, Portland
Oregon Prospector.com
Portland Business Journal
Eugene Register Guard
Eugene Weekly

POSTED: www.eweb.org/Riverfront

Dated this 12th day of May 2022.
Ramie Alkire, Purchasing Coordinator

1. INSTRUCTIONS TO PROPOSERS

All proposals are subject to the provisions and requirements of Oregon law, including the Oregon Revised Statutes ORS 271.310(1), ORS 271.330, ORS 271.390, and Oregon Constitution, Art. 11, Sec. 9.

PROPOSAL PREPARATION

1.1 **PROPOSAL FORMAT**

Proposals shall be typewritten or prepared in ink and shall be submitted on the form provided in the Request for Proposals. Proposals may be emailed by the RFP Due Date.

1.2 **CONFORMANCE TO SOLICITATION REQUIREMENTS**

Proposals shall conform to the requirements of the Request for Proposals. Any attachments shall be submitted with the proposal and in the required format.

1.3 **LETTER OF INTENT TO PROPOSE**

Potential Proposers are encouraged to submit a Letter of Intent to Propose within 60 days of the RFP issue date. Letters should be directed to ramie.alkire@eweb.org.

The following information should be included in the Letter of Intent to Propose.

Proposer Name
Name and Title of Proposer Main Contact
Address, Telephone Number, and Email of Proposer Main Contact
Signed Statement of Intent to Propose

Submittal of a Letter of Intent to Propose, by the specified deadline, is not a prerequisite for submitting a Proposal, but it is necessary to ensure a Proposer's receipt of RFP amendments and other communications regarding the RFP.

1.4 **QUESTIONS, CLARIFICATIONS, AND ADDENDUM**

Potential Proposers are encouraged to ask questions and seek clarification of the RFP process. All questions should be directed to ramie.alkire@eweb.org. No Proposer may rely on any oral answer or clarification, unless confirmed in writing via Addendum. It is the intent of EWEB to post on the Project Website and OregonBuys the answers to questions related to form or substance of the RFP that EWEB believes to be of value to other Proposers. However, no Proposer or potential Proposer shall have any cause of action against EWEB for its failure to provide answers on the Project Website or OregonBuys. Questions related to process or project management that do not revise the property information or evaluation process may be responded to directly. Potential Proposers may submit questions or request for clarification to this RFP in writing to ramie.alkire@eweb.org no later than ten (10) business days prior to the RFP closing date.

Potential Proposers may submit a request for a change or amendment to this RFP by submitting the request in writing to ramie.alkire@eweb.org, by no later than thirty (30) business days prior to the RFP closing date. Include the reason(s) for the request and the proposed changes to the RFP provisions, terms, or conditions. All approved changes to the RFP will be made by addendum which will be posted to the Project Website.

1.5 **SOLICITATION PROTEST**

Firms interested in formally protesting the terms of this proposal and selection process, and to address any area in which they believe competition is unduly inhibited, may do so by submitting a written signed statement to ramie.alkire@eweb.org by 4:00 p.m., thirty (30) calendar days prior to Proposal Closing Date. No comments or requests for modification will be received or considered after this date and time.

1.6 **SIGNATURE ON PROPOSAL**

Proposals shall be signed by an authorized representative of the Proposer. Signature on a proposal certifies

that the proposal is made without collusion or fraud. Signature on a proposal also certifies that the Proposer has read, fully understands, and agrees with all RFP requirements. No consideration will be given to any claim resulting from proposing without fully comprehending all requirements of the Request for Proposals.

Proposers shall only enter information within the proposal document where it is requested or required. Proposers shall NOT make any alterations to the Original Solicitation Document. Any proposal that has been altered may be rejected.

1.7 PREPARATION COSTS

EWEB may cancel this RFP and may reject in whole, or in any part, any proposals, without liability incurred by EWEB at any time after issuing an RFP, if EWEB believes it is in EWEB's interest to do so. Proposers responding to this RFP are responsible for all costs they may incur in connection with submitting Proposals, which includes, but is not limited to: submittal preparation, submittal, travel, surveys or site investigations, broker's finder fees, broker commissions, negotiating with EWEB, expenses, interviews, presentations, evaluation of any proposal, or otherwise participating in this RFP process.

1.8 PROPERTY INSPECTION

Two voluntary property site inspections will be held; refer to section 2.5 for details.

PROPOSAL SUBMISSION

1.9 PROPOSAL SUBMISSION

(A) Proposals shall be received by the EWEB Purchasing department by the Closing date and time. Label your subject line with the following information:

RFP # 21-254: ACQUISITION OF THE EWEB DOWNTOWN RIVERFRONT PROPERTY

To ensure inclusion in the evaluation process, proposals shall be received by the EWEB Purchasing Office prior to the Closing date and time. **There is no guarantee that proposals received after the Closing date will be considered.** EWEB is not responsible for technical issues that delay receipt of proposals.

(B) REQUIRED PAGES & CONTENT OF PROPOSAL

Proposer MUST complete, sign, and return the following pages with their proposal:

- **COVER LETTER including the following:**
 - a) Letter of introduction signed by an authorized principal of the proposing entity;
 - b) Name, address, email address, and phone number of the Proposer (including contact information for each affiliated member if the acquisition team includes more than one entity);
 - c) A descriptive title of the proposal which can be shared publicly.
 - d) A brief summary of the proposal, and why the Proposer believes its proposal will best meet the goals of EWEB,
 - e) A statement that, except for the conditions/contingencies stated in response to Section 3.4 Terms and Conditions/Contingencies, the proposal is binding on the Proposer for a period of not less than ninety (90) days and shall remain in force thereafter until withdrawn by the Offeror in writing.
- **RESPONSE TO ALL EVALUATION CRITERIA (SECTION 3)**
- **SECTION 5 - Proposal Form**
- **Exhibit 2 - Signed Non-Disclosure Agreement – EWEB HQ Disposition**

1.10 ADDENDA

Any VERBAL communication cannot and shall not be construed as approval of the acceptability of any deviation to any requirement. All changes to requirements and/or the solicitation documents will be made in the form of Addenda. The Proposer is responsible for ensuring that all addenda have been received and are acknowledged in their RFP Response.

1.11 PROPOSAL MODIFICATION

Proposals, once submitted, may be modified in writing before the time and date set for the Closing Date. Any modification shall be prepared on company letterhead, shall be signed by an authorized representative, and shall state that the new document supersedes or modifies prior proposal submissions and any other prior proposal modifications. Proposal modifications shall be submitted by email and clearly marked "Proposal Modification," identifying the RFP number and Closing date and time. Proposers may not modify proposals after RFP Closing date and time.

1.12 PROPOSAL WITHDRAWALS: Proposals may be withdrawn in writing on company letterhead signed by an authorized representative and received by the EWEB Purchasing Office prior to RFP Closing date and time.

1.13 EXCEPTIONS

Any exceptions to the requirements of this solicitation MUST be submitted in accordance with Item 1.4 QUESTIONS, CLARIFICATIONS, AND ADDENDUM. Exceptions submitted with your proposal, or in any manner other than the process provided herein, may cause your proposal to be rejected.

1.14 CONFIDENTIALITY

EWEB is subject to the Oregon Public Records Law (ORS 192.311 to 192.478), which generally requires EWEB to disclose records containing information relating to the conduct of EWEB business, except as expressly exempted by law. Examples of exemptions that could be relevant; "trade secrets" (ORS 192.345 (2)) or information submitted in confidence pursuant to ORS 192.355(4). If a Proposer wants EWEB to treat certain proposal information in a confidential manner, then it is incumbent upon the Proposer to clearly and completely identify all information according to the following terms and conditions, and further must proffer a fully executed form of "Non-Disclosure Agreement – EWEB HQ Disposition" at the time of submitting their Proposal.

All pages containing information requested to be exempt from disclosure under ORS 192.345(2) or 192.355(4), or for which the Proposer seeks an exemption under ORS 192.377, shall be marked "confidential" and segregated in the following manner:

Information submitted in confidence, including Trade Secret information, ("Confidential Information") shall be clearly marked in bulk (one sheet summarizing all pages that are marked as such) and on each affected page of the Proposal documents. Confidential Information shall be kept separate from the other RFP documents in a separate electronic document or file. Where this specification conflicts with other formatting and response instruction specifications, this specification shall prevail. Where such conflict occurs, the Proposer is instructed to respond with the following: **"Refer to Confidential Information enclosed."** This statement shall be inserted in the place where the requested information was to have been placed.

Proposers who desire that information be treated as confidential must clearly mark each page containing such Confidential Information as "confidential", cite a specific statutory basis for the exemption and the reasons why the public interest would be served by the confidentiality. **Should an RFP be submitted with sections identified as confidential, only that portion that is segregated in the above manner, meets the above criteria, and is identified by Attestation in the Non-Disclosure Agreement – EWEB HQ Disposal, will be held as Confidential Information. The entire RFP responsive Proposal, the summary of the property's intended use, and the offered sales price or revenue EWEB will receive may not be marked as Confidential Information.**

At the time that the evaluation team establishes the Competitive Range of proposals for Board review and consideration, a review of information identified as confidential will be conducted. If disclosure of any such

information is determined, at the sole discretion of EWEB, to be essential to the process, the Proposer will be given the choice to agree to the disclosure of specific information identified, or to withdraw their proposal from further consideration.

1.15 DISCLOSURE OF PROPOSALS OR CONTENTS

Notwithstanding Oregon Public Records Law (ORS 192.344 to 192.478), proposals will be opened and evaluated so as to avoid disclosure of contents to competing Proposers during the evaluation and selection process. EWEB will prepare a list of proposals for disclosure which will include, at a minimum, the name of the proposer, a descriptive title of the proposal, and documentation of the required forms received. Furthermore, for proposals which qualify for the competitive range, EWEB reserves the right to make known the Proposer's identity, a summary of the intended use, and purchase price of proposals, except for any information that is exempt from disclosure according to the terms of the solicitation and applicable Non-Disclosure Agreement. All proposals may be made available for public inspection after Intent to Award is issued, except for any information that is exempt from disclosure according to the terms of this solicitation and applicable "Non-Disclosure Agreement – EWEB HQ Disposition".

1.16 OTHER REQUIREMENTS / RESERVATIONS/NEGOTIATIONS

1. Should EWEB modify the method and/or schedule for the selection, then the selection process described in this RFP will be appropriately modified to conform to a revised approach.

2. Ratings of individual evaluation team members will be based on point scorings. The evaluation team may consider individual point scorings, group average scores, individual rankings, or group ranking in developing a committee ranking recommendation.

3. EWEB reserves the right to seek clarification of each proposal and, further, the right to negotiate a final Purchase and Sale Agreement.

4. If a mutually acceptable Purchase and Sale Agreement cannot be negotiated EWEB reserves the right to abandon negotiations with selected Proposer and consider negotiating with the next highest ranked Proposer as determined by the Board.

5. At any time during discussions or negotiations EWEB may terminate discussions or negotiations with the Proposer if it reasonably believes that:

- a) The Proposer is not discussing or negotiating in good faith; or
- b) Further discussions or negotiations with the Proposer will not result in the parties agreeing to the terms and conditions of a final Purchase and Sale Agreement in a timely manner.

6. EWEB reserves the right to reject any or all proposals and the right to cancel the solicitation, in whole, or in part.

SCHEDULE OF EVENTS

1.17 The schedule of events set out herein represent Eugene Water & Electric Board’s best estimate of the schedule that will be followed. If a component of this schedule, such as the RFP issue date, is delayed, the rest of the schedule will be shifted by the same number of days.

The **approximate** schedule is as follows:

Issuance of RFP	May 12, 2022
Property Inspection	May 26, 2022, 2:30-4:30 pm June 10, 2022, 8-10 am
Deadline for Solicitation Protest	30 days prior to Proposal Closing Date
Deadline for Letter of Intent to Propose	Within 60 days of RFP issue date
Last Date for Request for Changes	30 business days prior to Proposal Closing Date
Last Date for Questions, Request for Clarification	10 business days prior to the Proposal Closing Date
Deadline for Addendum	5 business days prior to Proposal Closing Date
Proposals Closing Date	August 12, 2022
Competitive Range of Proposals and Proposal Scoring Provided to EWEB Board	August – September 2022
Board Evaluation and Potential Interviews/Presentations Held	October 2022
Intent to Award Announcement	TBD
Award Protest	72 hours after the “Intent to Award” is issued
Anticipated Award	TBD

2. BACKGROUND / OBJECTIVES

2.1 BACKGROUND INFORMATION

The Eugene Water & Electric Board (EWEB) Downtown Riverfront Property is located at 500 E. 4th Avenue in Eugene, Oregon. The Willamette riverfront property includes three parcels with two buildings totaling approximately 100,000 square feet which were constructed in 1988.

In November 2018, it was determined that EWEB's Headquarters buildings and associated property were no longer needed for Utility purposes and the Board of Commissioners declared it as surplus.

In August 2021, the City of Eugene irrevocably waived all rights to exclusively negotiate with EWEB for the purchase of the property under City Code Section 2.196. The City of Eugene can still purchase the property under EWEB's process, as outlined in this solicitation (see Section 2.3 below for additional detail).

In November 2021, the Board of Commissioners directed the General Manager to conduct a formal Request for Proposals process to dispose of the property.

EWEB employees have mostly vacated the two Headquarters buildings and the remainder of the administrative functions will relocate to the Roosevelt Operations Center (ROC) by the end of 2022. Additionally, EWEB will need time to fully vacate the fourth floor of the South building. Included in the terms and conditions of the sale, EWEB will require a negotiated lease agreement, potentially through Q2 2023, to meet its interim space requirements for the fourth-floor backup Dispatch center. The stated timeframes are based upon the best information available at this time, and subject to change based on the needs of EWEB.

A portion of the South building's first floor is under a tenant lease agreement through June 30, 2022.

The Property will be conveyed subject to a restriction on certain uses incompatible with the adjoining commercial and recreational areas, as well as a reservation of certain utility easements and potentially a recreational easement for the fountain area in favor of the City of Eugene.

The intent of this RFP process is to encourage the broadest range of proposals and allow EWEB to evaluate both social and economic merits of the offers to select the proposal that is in the best interest of the community, EWEB's customer-owners, and EWEB.

2.2 PROPERTY DESCRIPTION

Located in the heart of Eugene, the property consists of three separate parcels approximately 4.44 acres, including over one third acre zoned as park and open space. It is situated on the edge of the downtown financial/retail area, and in the only part of Eugene downtown that touches the Willamette River. Adjacent to everything that Eugene Downtown has to offer; the new Riverfront Park and Multi Modal Path, the DeFazio Bridge, Skinners Butte Park, Alton Baker Park, the new Riverfront Development, and Downtown Eugene. The location is in close proximity to the University as well as the popular commercial/retail hubs at 5th Street Public Market and Oakway Center.

In partnership with the Eugene community, EWEB completed an extensive master plan for the parcels that once held its operations. The adjacent Downtown Riverfront development is currently undergoing a complete transformation to fulfill the vision of the plan. This area will soon become a vibrant riverfront district and community destination with areas set aside as public open space along the river.

The City of Eugene is constructing a world-class riverfront park. The three-acre Downtown Riverfront Park, with adjacent one-acre public plaza, will border the EWEB property.

This special property is located in an Opportunity Zone which may provide eligibility for preferential tax treatment.

Refer to the Riverfront Zoning Map depicting EWEB property within the Downtown Riverfront Special Area.

The property includes the land and all structural and site improvements owned by EWEB, less and except EWEB utility facilities. Refer to the depiction contained in the EWEB Tax Map and described in the Preliminary Title Report.

SOUTH BUILDING

Building Type: Office

Building Size: 86,300 SF

First Floor 25,600 SF

Second Floor 26,000 SF

Third Floor 22,800 SF

Fourth Floor 11,900 SF

Year Built: 1988

Building Class: B

Building Height: 4 Story

Typical Floor Size: 25,000 SF

The first three floors of the South Building are configured for general office use. The fourth floor is configured for Information Technology use.

NORTH BUILDING

Building Type: Office

Building Size: 14,700 SF

First Floor 7,700 SF

Second Floor 7,000 SF

Year Built: 1988

Building Class: B

Building Height: 2 Story

The ground floor of the North Building is predominantly configured with large meeting rooms. The second floor was developed as a commercial kitchen and those systems are still intact. The second-floor terrace offers stunning views of the city parks and Willamette River.

PARKING AND AMENITIES

High speed fiber connectivity is available; currently XS Media and Light Speed Networks have active circuits in the building.

The North and South buildings are connected by an enclosed second-floor breezeway.

A fountain is in the central courtyard between the buildings.

The property includes an adjacent parking area that can accommodate 244 vehicles.

All the information provided above shall be subject to the bidder's confirmation.

2.3 ACQUISITION OPTIONS

The riverfront property is comprised of 3 separate parcels. EWEB can sell all three parcels to a single entity, however if EWEB sells any less than all the parcels, then the Urban Renewal Agency will have a “Right of First Refusal” for the “Mill Lot” and the “Credit Union Area” in which case the sale or lease to own of such parcels would be subject to the Urban Renewal Agency’s right to purchase such parcels.

The Proposer may submit a proposal to acquire all three parcels or some combination of the parcels subject to the Urban Renewal Agency’s right to purchase as described above. The proposal options may include lease to own as an alternative to outright purchase price.

EWEB reserves the right to give preference to proposals for acquisition of the combined parcels and to proposals for outright purchase, as opposed to lease to own.

As a public entity, EWEB is restricted by the Oregon Constitution, Art. 11, Sec. 9, to the effect that, no city or other municipal corporation shall raise money for, or loan its credit to, or in aid of, any company, corporation, or association. In other words, there is a general prohibition of lending credit or investing public funds in private enterprises, and the purpose is to insulate EWEB’s general funds.

2.4 REFERENCE DOCUMENTS

The following reference documents may be downloaded from the following project site:
www.eweb.org/Riverfront.

- RFP – Acquisition of the EWEB Downtown Riverfront Property
- EWEB Tax Lots Map
- Downtown Riverfront Special Area Zone Map
- Survey Map
- Real Estate Flyer
- Building Floor Plans
- Building Sections and Elevations (4)
- North and South Building DWG Drawings (6)
- Structural Drawings
- Foundation Investigation Report
- Preliminary Title Report
- HVAC and Building Renovations and Utility Costs

EWEB makes no representations or warranties with regard to the accuracy of the documents or descriptions or characteristics of the Property and shall not be liable to any party for any errors or omissions in such documents provided by EWEB or found elsewhere.

2.5 PROPERTY INSPECTION

Two voluntary property site inspections are scheduled for Thursday, May 26th, 2:30 – 4:30, and Friday, June 10th, 8-10, rain or shine. The inspection will begin at the entrance to EWEB’s South Building. Proposers may email Ramie Alkire, Purchasing Coordinator, ramie.alkire@eweb.org, for information regarding the site inspection and to confirm attendance. Proposers are encouraged to inspect the property.

2.6 PROPERTY ISSUES

The Property and Improvements are offered for acquisition “AS-IS”, as further set forth in the Purchase and Sale Agreement.

The Revenue proposal must set forth the total payment to be made to EWEB as compensation for fee ownership of the properties and improvements in the “As Is” condition. EWEB makes no warranties, implied or otherwise, regarding the Property, including without limitation, any structural, functional, or environmental condition or viability of the property or improvements for proposed uses, and will be released from any liability in connection therewith.

2.7 DUE DILIGENCE

Each Proposer shall be expected to complete, prior to the submission of its proposal, certain due diligence related to the suitability of the Property for the Proposer’s intended use.

Specifically, each Proposer shall complete any title examinations or non-invasive property inspections that it deems necessary or desirable. Any expenses incurred by these evaluations will be the sole responsibility of the Proposer. Permission to access the property, for non-invasive inspections, must be obtained in advance from EWEB. The Proposer will have the ability to conduct invasive due diligence activities (such as environmental or geotechnical testing) after the execution of the Purchase and Sale Agreement.

EWEB has posted the Preliminary Title Report on the EWEB Project Website, as well as supplemental information (See: Section 2.4 Reference Documents). No proposal submitted may be conditioned upon the Proposer’s future approval of a due diligence report described above. Proposals may, however, condition their purchase or lease to own on the satisfactory resolution of a specified problem identified by a due diligence report previously conducted.

2.8 APPLICATION OF OREGON’S PREVAILING WAGE RATE LAWS

Proposers are responsible to follow Oregon’s Prevailing Wage Rate (PWR) laws that may apply to the proposed development.

<https://www.oregon.gov/boli/employers/pages/prevailing-wage.aspx>

<https://www.oregon.gov/boli/employers/Pages/coverage-determinations.aspx>

3. EVALUATION CRITERIA

This is Step One of a Multi-step Evaluation Process

Proposals will be evaluated and scoring will be based on Proposers specific submittal content as described below. Points will be used by the Evaluation Team to rank the proposals to establish the competitive range (“short list”). Maximum possible points are shown in parenthesis for each category. See Section 4.6 for additional information on the next step in the evaluation process.

3.0 Triangle Lot Impact to Future Intended Use (0 Points Possible)

Reference Document - (Exhibit X-1 - diagram)

The “Triangle Lot” is a constituent portion of EWEB property located south of the south headquarters building as generally shown in Exhibit X-1. The lot is included in the City’s conceptual planning documents, and the Developer’s aspirational development plan. The Developer has expressed their interest in purchasing this constituent portion of the property.

Per reference document Exhibit X-1, does the triangle lot, as described, impact your intended use of the property? (yes or no)

3.1 Future Intended Use/Community Benefit (20 Points Possible)

Describe the specific use(s) of the property and any associated development; timing of project and development; compatibility with existing land use zoning regulations, neighboring riverfront development and vision of the Riverfront Master Plan (RMP). Details shall include but not be limited to:

- a. Description of development plan for the selected parcel(s) including use and compatibility with adjacent neighboring projects and RMP;
- b. Explanation of ownership entity (single owner, partnership, LLC);
- c. Prospective development timeline including major milestones;
- d. Schematic drawing of proposed project, including site plan and elevations.

Proposals should specify which parcels the Proposer intends to purchase. Preference may be given for proposals to purchase all three parcels.

If the intended use is considered to provide additional benefit to EWEB, its customer-owners, and/or the community, describe those benefits in sufficient detail for the evaluation team to consider them in evaluating this section. Description of these additional benefits may include:

- a. Describe how the proposed use and/or development of the property meets the needs of the community in the following categories:

- Community Access
- Art
- Diversity
- Education
- Housing
- Environment
- Cultural Activities
- Other

- b. Potential community benefit outcomes. Describe the community benefit, if any, that would be provided by the proposed development. This includes benefit to the larger community as well as to the immediate neighborhood.

3.2 Economic Benefit to Community (20 Points Possible)

1. Indicate the total Property Tax Revenue, if any, over a 20-year window. Does the proposer intend to apply for tax exemption? Do you anticipate any portion of the property to be tax exempt, and if so, for how long?

2. Describe other community economic benefits such as jobs (include estimated number of jobs and average wages), other revenue, tourism, etc. Provide an analysis of the proposed job creation potential, market demand, and the economic and financial benefits of the intended use proposed for the site.

3.3 Economic Benefit to EWEB's Customer-owners (40 Points Possible)

1. Total Purchase Price for all Properties Included in the Proposal.

- a. Provide the total cash offer for each parcel or for combined parcels, or conditions of property lease to own. Escalation clauses will not be accepted.
- b. Include the sources and availability of funds to close the transaction.

2. Describe the Financial Capability to develop the properties.

- a. Detailed description of ability to finance the costs associated with the future intended use/development described in Section 3.1;
- b. Identify the people or entities in the proposed development team, including any and all joint venture, general or limited partners, and respective percentages of interest;
- c. Role of each development partner in the implementation of the development plan; and
- d. Explanation of the developer's previous experience in attracting equity investors.
- e. Describe the preliminary development budget listing proposed sources of funding and their uses, including acquisition costs, and indicate gaps if any.
- f. Requirement for Fundraising, and/or Public Contributions or Incentives. If the proposal is reliant upon future fundraising, capital campaigns, and/or public agency participation by way of direct contributions, incentives, or bond measures, specifically describe the conditions and amount of time projected to accomplish.

3.4 Terms and Conditions/Contingencies (10 Points Possible)

Each proposal shall be binding in accordance with the terms and conditions of this RFP, subject only to allowable conditions expressly designated in the proposal.

Proposal must include a statement accepting ALL terms and conditions contained in the sample Purchase and Sale Agreement. Proposers may include in their response a list of exceptions and proposed terms and conditions requested. Please note that a blanket replacement of terms will not be considered, but specific terms and conditions may be negotiated.

Indicate your willingness to accept a deed restriction on the property to ensure that only anticipated uses of the property are realized and certain uses are restricted.

List all proposed conditions/contingencies and projected time to resolve and remove conditions/contingencies from offer. Offers without conditions/contingencies are invited. EWEB reserves the right to give preference to proposals without conditions/contingencies, and/or to proposals with minimal time to resolve.

Project/Development Proposal Follow-through Assurance

By establishing preference points for community benefit (Section 3.1), EWEB has essentially determined that these categories represent an appropriate potential offset to revenue (direct benefit to EWEB) and other indirect benefits to EWEB. EWEB will require assurance that the use of the property and/or development will move forward as proposed. Indicate the mechanism(s) proposed to provide this assurance (e.g. performance bond, deed restriction, etc.). The Proposer must indicate if no assurance or protection as described above is offered.

In addition, Section 2.7 Due Diligence, limits permissible conditions related to the approval of certain due diligence reports. The proposal shall expressly note if there are any material conditions on the Proposer's ability to execute a Purchase and Sale Agreement or lease to own agreement consistent with its proposal. The Proposer shall disclose in detail any such material condition(s). If conditions to closing are stated, the Proposer shall address with specificity how the Proposer intends to satisfy each condition and estimate the time period within which each condition will be satisfied (or removed). All other things being equal, proposals without material conditions will have a significant advantage in the selection process.

Following the execution of a Purchase and Sale Agreement, indicate the amount of time that Proposer would need to bring their offer to fruition. EWEB reserves the right to negotiate a closing date with the successful Proposer.

3.5 Proposer's Qualifications and Experience with Similar Developments/Endeavors (10 Points Possible)

Describe the Proposer's similar project or endeavor, qualifications, and experience, relating to the successful realization of the intended use.

- a. Include a brief description of similar projects (including dates of commencement/completion, location, concept, land uses, size, and cost);
- b. Photographs of projects;
- c. Description and role of development entity;
- d. Financial structure of the projects, including amount and source of equity and debt financing;
- e. References - strong references include banks, municipal entities, co-developers, tenants, and press clippings that include project narratives to describe previous work.

4. EVALUATION & SELECTION PROCESS

The following process will be used in the evaluation of proposals and selection of the successful Proposer. EWEB, at its sole discretion, reserves the right to modify the evaluation and selection process and/or schedule as determined by the Board to be appropriate or in the best interest of EWEB.

The Total Number of Points Possible for Written Proposals is **100**.

4.1 Review and Evaluation of Proposals

An evaluation team appointed by the EWEB General Manager will begin review and evaluation of proposals after the Closing Date. Based on the allocation of points set forth in Section 3, a range of proposals which are deemed to have a reasonable chance of being selected for award (the “Competitive Range”), will be determined. The Board reserves the right to expand or reduce the number of proposals to be included in the Competitive Range based on the scoring provided by the Evaluation Team. EWEB will notify all Proposers whether or not they have been selected for the Competitive Range (or “short list”).

This is a public solicitation, with processes and procedures which are established and required by Oregon law and EWEB policies and procedures. Proposers are advised to strictly follow the process, procedures, and requirements as set forth in the RFP documents and not anticipate or rely on any opportunity to negotiate, beyond such limitations that are identified herein.

4.2 Right of Rejection

Proposers must comply with all of the terms of the RFP, EWEB policies and procedures, and all applicable local, state, and federal laws, administrative rules, and regulations. The Purchasing Coordinator may reject any proposal that does not comply with all of the proposal requirements.

Proposers may not make stipulations or restrict the rights of EWEB. If a Proposer does so, the Purchasing Coordinator may determine the proposal to be a non-responsive counteroffer and the proposal may be rejected.

Minor informalities that:

- do not affect responsiveness,
- are merely a matter of form or format,
- do not change the relative standing or otherwise prejudice other offers,
- do not change the meaning or scope of the RFP,
- are trivial, negligible, or immaterial in nature,

may be waived by the Purchasing Coordinator.

EWEB reserves the right to refrain from making an award if it determines that to be in its best interest.

4.3 References

EWEB reserves the right to investigate any and all references.

EWEB reserves the right to check any and all sources for information and to include sources other than the references provided in the Proposer's proposal. EWEB may consider information available from any such source including government bodies and regulatory authorities in evaluating respondents, including past experience EWEB has had with the Proposer.

4.4 Responsibility

EWEB reserves the right to investigate and evaluate, at any time prior to award and execution of the Purchase and Sale Agreement, the apparent successful Proposer's responsibility. Submission of a signed proposal shall constitute approval for EWEB to obtain any information EWEB deems necessary to conduct the evaluation. EWEB reserves the right to request additional information or documentation from the successful Proposer prior to award of a Purchase and Sale Agreement. Such information may include, but is not limited to, current and recent balance sheets, income statements, cash flow statements, or a performance bond from an acceptable surety. Failure to provide this information will result in the rescission of EWEB's Intent to Award.

EWEB may postpone the award of the Purchase and Sale Agreement after announcement of the apparent successful Proposer in order to complete its investigation and evaluation. Failure of the apparent successful Proposer to demonstrate responsibility shall render the Proposer non-responsible and shall constitute grounds for rejection of the proposal.

4.5 Clarification of Response

EWEB reserves the right to request clarification of any item in any proposal, or to request additional information necessary to properly evaluate a particular proposal. All requests for clarification and responses shall be in writing.

During the evaluation of proposals, Proposers must respond to any request for clarification from the Purchasing Coordinator within 72 hours of request (Monday through Friday). Inability to reach a Proposer for clarification and/or failure of a Proposer to respond within the time stated may result in rejection of that Proposer's proposal.

4.6 Step 2 - Competitive Range

The Competitive Range of proposals and the Evaluation Team's ratings of all submitted proposals will be forwarded to the General Manager. Following the General Manager's examination and confidence in the process, the top scoring proposals will be provided to the Board for further consideration, review, and evaluation. The Board will determine whether to adjust the Competitive Range of proposals for further consideration. Points awarded by the Evaluation Team will not carry over to this next step. Competitive Range Proposers may be asked to prepare and deliver a live presentation of their proposal to the Board in Public Session. The purpose of the live presentations will be to allow the Proposers opportunity to provide supplemental information in order to provide clarification of the proposal contents, as well as to assist the Board in arriving at a decision to ultimately award a Purchase and Sale Agreement resulting from this RFP.

4.6.1 Each proposal in the Competitive Range will be evaluated by the Board considering the goals and all other factors contained in this RFP, the submitted proposal documents, clarification of response (if requested), and presentations (if held), including but not limited to Proposer's experience and qualifications, and financial capability.

At its discretion, EWEB reserves the right to request a "Best and Final Offer" from Proposers within the Competitive Range. Revisions of the proposals may be permitted after the submission of the proposals and before award for the purpose of obtaining best and final offers.

4.7 Selection

If a Purchasing and Sale Agreement is awarded, EWEB shall award the Agreement to the responsible proposer whose proposal EWEB determines in writing to be the most advantageous to EWEB based on:

- a) The evaluation process and evaluation factors described in this request for proposal;
- b) The outcome of any negotiations authorized by this request for proposal

The Board will make final deliberations in public session and select the proposal, which in the Board's sole discretion, is in the best interests of EWEB.

4.7.1 The firm with the highest ranking as determined by the Board as a result of their evaluation of written proposals AND interview / presentation (if conducted) will be awarded the Purchase and Sale Agreement.

4.8 Notice of Intent to Award

After the Board's selection, all Proposers submitting proposals will be notified by e-mail of the proposed intent to award that will be issued prior to the Board meeting where the award is scheduled as a Future Action Item. The notice will set out the names of all Proposers and identify the Proposer selected for award.

4.9 Contract Negotiation

EWEB will begin negotiating a Purchase and Sale Agreement with the highest ranked Proposer as defined in Section 4.7. EWEB shall direct negotiations toward obtaining written agreement on:

- a) The price as it is affected by negotiating; and
- b) Any other terms and conditions reasonably related to those expressly authorized for negotiation in the Request for Proposal, Section 3.4.

At any time during discussions or negotiations EWEB may terminate discussions or negotiations with the highest-ranked proposer if it reasonably believes that:

- a) The proposer is not discussing or negotiating in good faith; or
- b) Further discussions or negotiations with the proposer will not result in the parties agreeing to the terms and conditions of a final contract in a timely manner.

If EWEB terminates negotiations, EWEB may then commence negotiations with the next highest ranked proposer and continue the process until EWEB has determined to award the Purchase and Sale Agreement to the proposer with whom it is currently discussing or negotiating.

4.10 Award Protest

A Proposer may protest the award of the Purchase and Sale Agreement or the notice of intent to award an Agreement, whichever occurs first, if the Proposer is adversely affected because the Proposer (hereinafter "Protestor") would be eligible to be awarded the Agreement in the event that the protest was successful. The burden of proof by a preponderance shall fall on the Protestor to establish that their eligibility to be awarded the Agreement was adversely affected because all higher ranked proposals are nonresponsive; EWEB has failed to conduct the evaluation of proposals in accordance with the processes described in the solicitation materials; or EWEB has abused its discretion in rejecting the Protestor's bid or proposal as nonresponsive.

Eligible Proposers protesting award shall follow the procedures described herein. Protests that do not follow these procedures will not be considered. This protest procedure constitutes the sole administrative remedy available to Proposers.

- a) Protests must be received within three (3) days after issuance of the notice of intent to award the Agreement. EWEB will not consider late protests.
- b) All protests must be in writing, signed by the protesting party or an authorized Agent and submitted to the EWEB Purchasing Coordinator listed on page 1. The protest must state all facts and arguments on which the protesting party is basing the protest.

- c) Only protests establishing an issue of fact concerning a matter of bias, discrimination or conflict of interest, or non-compliance with procedures described in the solicitation documents shall be considered.
- d) EWEB's Purchasing Supervisor will review the protest and will email and/or mail the protesting party a written response within three (3) business days of receipt of the written protest to the email and/or mailing address provided in the bid or proposal. Any written response may be comprised of a determination of the protest, a notice to the protesting party of the need for additional time in which to evaluate the matter, or other notice to the protesting party.
- e) If the Purchasing Supervisor's determination (response) is adverse to the protester, any further appeal of the Purchasing Supervisor's determination by the party must be submitted in writing to EWEB's Assistant General Manager within three (3) business days of issuance of the Purchasing Supervisor's determination (response).
- f) EWEB's Assistant General Manager will review any appeal of the Purchasing Supervisor's determination and shall email and/or mail, in accordance with the information provided in the bid, the protesting party a written response within three (3) business days of receipt of written appeal.
- g) If the Assistant General Manager's determination (response) is adverse to the protester, any further appeal of the Assistant General Manager's determination by the party must be submitted in writing to EWEB's General Manager within three (3) business days of issuance of the Assistant General Manager's determination (response).
- h) EWEB's General Manager will review any appeal of the Assistant General Manager's determination and shall email and/or mail, in accordance with the information provided in the bid, the protesting party a written response within three (3) business days of receipt of written appeal.
- i) If the determination of the General Manager is adverse to the protesting party's interest, the protesting party may only appeal to EWEB's Board of Commissioners by filing a written notice of appeal to the Board with the General Manager within two (2) business days of issuance of the General Manager's written determination.
- j) The EWEB Board of Commissioners, acting as the designated Contract Review Board by statute, in considering the protest, shall review the documentation presented to the Purchasing Supervisor, the Assistant General Manager, and the General Manager on or before the next regularly scheduled Board Meeting, but in no event shall they be required to review in less than ten (10) business days, and thereafter, base their decision on such material. The Board review will be limited to the evaluation of compliance with EWEB's policies and procedures, and the requirements of the RFP. The Contract Review Board's determination shall be EWEB's final decision.

An adversely affected or aggrieved bidder must exhaust all avenues of administrative review procedures and relief before seeking judicial review of EWEB's Award decision.

4.11 Earnest Money

The successful proposer will be required to deposit an earnest money note with the Escrow Agent by the first business day following the execution of the Purchase and Sale Agreement in accordance with the terms of the Agreement (Section 1.4 of Exhibit 1 – Sample Purchase and Sale Agreement).

5. PROPOSAL FORM

Proposals should be prepared and organized in a clear and concise manner and must include all information required by this RFP. Headers, Titles or Tabs should be used to identify required information. Responses to the Evaluation Criteria found in Section 3 shall be organized in the order listed in Section 3, preferably by re-stating the Criteria, then responding below.

THE FOLLOWING INFORMATION MUST BE RETURNED WITH YOUR RESPONSE:

(place a check in front of the item indicating inclusion in your response)

- COVER LETTER** including the following:
 - a) Letter of introduction signed by an authorized principal of the proposing entity;
 - b) Name, address, email address, and phone number of the Proposer (including contact information for each affiliated member if the acquisition team includes more than one entity);
 - c) A descriptive title of the proposal which can be shared publicly;
 - d) A brief summary of the proposal, and why the Proposer believes its proposal will best meet the goals of EWEB;
 - e) A statement that, except for the conditions/contingencies stated in response to Section 3.4 Terms and Conditions/Contingencies, the proposal is binding on the Proposer for a period of not less than ninety (90) days and shall remain in force thereafter until withdrawn by the Offeror in writing.

- RESPONSE TO ALL EVALUATION CRITERIA** listed in Section 3

- SECTION 5** – Signed Proposal Form

- EXHIBIT 2** - Signed Non-Disclosure Agreement – EWEB HQ Disposition

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA TO RFP DOCUMENTS:

Proposer acknowledges receipt of Addenda and agrees to be bound by their contents.

Circle each RFP addendum received: **1, 2, 3, 4, 5, 6, 7, 8, 9, 10**

Check if not applicable or no addenda were received: _____

PROPOSAL SIGNATURE / EXECUTION

ASSURANCES:

The undersigned attests that they:

Read and understand all instructions, requirements, addenda, site conditions, and reference documents contained herein and on the EWEB Project Website (including the attachments and Exhibits listed in this solicitation).

Have the authority and/or responsibility to submit a proposal and to bind their organization in all phases of this RFP process.

Confirm the information provided is true and accurate to the best of their knowledge.

Understand that any false statement may disqualify this offer from further consideration or may be cause for termination of negotiations.

Represent and warrant to EWEB that they have the power and authority to enter into a Purchase and Sale Agreement , when executed by EWEB and Proposer the Purchase and Sale Agreement shall be a valid and binding obligation of Proposer enforceable in accordance with its terms.

Arrived at the specifics of the proposal, including price and amounts, independently and without communication or agreement with another Proposer, except as disclosed in a separately attached statement;

PROPOSER INFORMATION:

Legal Name of Proposer (including Doing Business As if applicable)

Address

Telephone Number

Fax Number

Person Signing RFP _____ Title _____
Please print or type Name

Signature: _____

Email Address: _____

EXHIBIT 1

PURCHASE AND SALE AGREEMENT EWEB HEADQUARTERS BUILDING

ARTICLE 1 BASIC TERMS AND PROVISIONS

1.1 Certain Basic Terms.

(a) Purchaser and Notice Address: _____

Attn: _____
Telephone _____
E-Mail: _____

(b) With copies to: _____

Attn: _____
Telephone _____
E-Mail: _____

(c) Seller and Notice Address: EUGENE WATER & ELECTRIC BOARD,
a municipal utility of the City of Eugene, Oregon
500 East 4th Avenue
Eugene, OR 97401
Attention: _____
Telephone: _____
E-mail: _____

With copies to: Gretchen S. Barnes
Cable Huston LLP
1455 SW Broadway, Suite 1500
Portland, OR 97201
Telephone: 503-224-3092
E-Mail: gbarnes@cablehuston.com

(c) Date of this Agreement: _____, 2022

(d) Purchase Price: _____ Dollars (\$____,____,____.00)

(e) Earnest Money: \$_____.00 payable in the form of an Earnest Money Promissory Note in the form attached hereto as Exhibit B within one (1) business day after the execution of the Purchase and Sale Agreement (the "Earnest Money Note"). The Earnest Money Note shall be redeemed as provided in Section 1.4 below. The definition of Earnest Money shall include all interest earned thereon.

EXHIBIT 1

- (f) Contingency Period: The period on the Date of this Agreement and ending _____ (____) calendar days next following the Date of this Agreement.
- (g) Closing Date: A date mutually agreeable to the parties, but not later than _____ (____) calendar days following Seller's receipt of an Election to Proceed Notice. Also termed the "Closing," "Close of Escrow" or "close of escrow."
- (h) Title Company: Cascade Title
Attn: _____
811 Willamette Street
Eugene, Oregon 97401
Telephone: (541) 687-2233
Email: _____
- (i) Escrow Agent: Cascade Title
Attn: Julie Johnson
811 Willamette Street
Eugene, Oregon 97401
Telephone: (541) 687-2233
Email: JJohnson@cascadetitle.com

1.2 Property. Subject to the terms of this Purchase and Sale Agreement (the "Agreement"), Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the following property (the "Property"): the real property described in Exhibit A ("Land"), together with the buildings and improvements thereon (the "Improvements"), all appurtenances of the above-described real property, including air rights, development rights, easements or rights-of-way relating thereto. [Notwithstanding the foregoing, the parties acknowledge that the Property includes certain equipment for Seller's operations ("Seller's Equipment"), which is specifically excluded from the transaction contemplated by this Agreement. At Closing (as defined in Section 6.1 below), Seller and Purchaser will enter into the Lease Agreement, in the form attached hereto as Exhibit C (the "Seller Lease"), through which Seller will have the right to lease back the fourth floor of the building for through 2023 in connection with Seller's operations and removal of Seller's Equipment.]

1.3 Escrow. Escrow shall be deemed open when the following has been completed: (a) a mutually executed Agreement has been deposited into escrow; and (b) Purchaser has placed the Earnest Money Note into escrow.

1.4 Earnest Money. The Earnest Money Note shall be deposited by Purchaser with the Escrow Agent not later than the first business day following the Date of this Agreement. Upon delivery of the Election to Proceed Notice pursuant to Section 2.4 below, Purchaser shall replace the Earnest Money Note with immediately available funds in the amount of the Earnest Money, deposited not later than the first (1st) business day after the date on which Purchaser provides an Election to Proceed Notice pursuant to Section 2.4 below. In the event that Purchaser fails to timely either deposit the Earnest Money Note or deliver an Election to Proceed Notice, this Agreement shall terminate, the Earnest Money Note shall be returned to Purchaser, and this Agreement shall be of no further force and effect, except as to any obligations of the Purchaser to indemnify, defend and hold Seller harmless and any other obligations of Purchaser which this Agreement expressly provides shall survive termination. The Earnest Money shall become immediately due and payable upon Purchaser's delivery of an Election to Proceed Notice and shall be nonrefundable unless: (i) this transaction is not consummated as a result of Seller's failure to effect Closing pursuant to Section 9.2 below, (ii) the failure of any condition of Purchaser's obligations hereunder in Section 5.1(a) through (c); (iii) Purchaser terminated this Agreement under Section 4.3; or (iv) except as otherwise

EXHIBIT 1

provided herein. In the event that Purchaser fails to replace the Earnest Money Note with immediately available funds within one (1) business day after delivery of the Election to Proceed Notice, Seller shall have the right, but not the obligation, to terminate this Agreement immediately, in addition to any other remedies provided herein. At Closing, the Earnest Money shall be applied to the Purchase Price. In all other cases, the Earnest Money shall be delivered to the party entitled to receive the Earnest Money in accordance with Article 9 of this Agreement or as otherwise provided in this Agreement.

ARTICLE 2 **INSPECTIONS**

2.1 **Property Information.** To the extent that Seller is actually in possession of the same, Seller shall make available during normal business hours to Purchaser either electronically or at Seller's office, for Purchaser's inspection and copying, all at Purchaser's expense, within one (1) day after the Earnest Money Note is received by Escrow Agent: (a) copies of current Service Contracts for the Property, (b) any property condition or environmental reports, (c) the most recent survey and building plans for the Property, (d) copies of any current leases, if any, and (e) all floor plans, surveys, as-built drawings, and project manuals (collectively, the "**Property Information**"). Except as otherwise expressly provided in this Agreement, neither Seller nor any of its representatives, agents, brokers, members, subsidiaries, parent companies, affiliates, shareholders, directors, employees, principals, consultants, engineers, experts, independent contractors or any other person or entity acting on its behalf or under its direction or control ("**Representatives**") makes any representations or warranties as to the accuracy or completeness of the Property Information or other information delivered to Purchaser in connection with the Property. Furthermore, the unavailability, nonexistence or inability of Seller to deliver any Property Information that is not in Seller's control shall not be a default by Seller under this Agreement nor extend the Contingency Period in any manner, and Purchaser's sole remedy with regard thereto shall be to disapprove its due diligence inspections and terminate this Agreement in accordance with **Section 2.4(a)**. The covenants in this paragraph shall survive the Closing and any termination of this Agreement.

2.2 **Inspections.** Subject to the provisions for provision of Property Information in **Section 2.1** above, and of the provisions of **Section 2.3** below, during the Contingency Period, Purchaser shall be permitted to make a review and inspection of the physical, legal, economic and environmental condition of the Property, including, without limitation, soil condition, hazardous waste, toxic substance or other environmental matters, compliance with building, occupancy, health, safety, land use and zoning laws, regulations, permits, ordinances, approvals and orders, plans and specifications, structural, life safety, HVAC and other building system and engineering characteristics, traffic patterns, the use of the Property for the Purchaser's intended purposes, the site dimensions, location and topography of the Property, the adequacy of water, sewage or any other utilities servicing the Property, and all other information and matters pertaining to or affecting the Property in any way.

2.3 **Conduct of Inspections.**

(a) **Inspections in General.** During the Contingency Period and prior to Closing and subject to coordination with Seller, Purchaser shall have the right to enter upon the Property, subject to the right of any tenants, for the purpose of making non-invasive and non-destructive inspections at Purchaser's sole risk, cost and expense. Before any such entry, Purchaser shall provide Seller with a certificate of insurance for a commercial general liability insurance policy naming Seller as an additional named insured and with limits and coverage of no less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. All such entries upon the Property shall be at reasonable times during normal business hours, with coordination of any tenants, and after at least one (1) full business days' prior notice to Seller, and Seller or Seller's designee shall have the right to accompany Purchaser during any activities performed by Purchaser on the Property. If any inspection or test damages or disturbs the Property, Purchaser will restore the Property to substantially the same condition as existed before the inspection or test. Purchaser shall indemnify, defend and hold harmless Seller and Seller's Representatives from and against any and all

EXHIBIT 1

losses, costs, damages, claims, or liabilities arising out of or in connection with any entry or inspections performed by Purchaser, its agents or representatives, provided, however, that the foregoing indemnity shall not include existing conditions merely discovered by Purchaser during the course of their investigations, to the extent such conditions are not thereafter exacerbated by Purchaser. This Purchaser indemnity shall survive the Closing and any termination of this Agreement.

(b) Environmental Inspections. The inspections under Section 2.2 may include a non-invasive Phase I environmental inspection of the Property, but no Phase II environmental inspection or other invasive inspection or sampling of soil or materials, either as part of the Phase I inspection or any other inspection, shall be performed without the prior written consent of Seller. If consented to by Seller, the proposed scope of work and the party who will perform the work shall be subject to Seller's review and approval in Seller's sole discretion and subject to Seller's right to have a representative present for such work. If the Closing does not occur for any reason, Purchaser shall, if requested by Seller, deliver to Seller copies of any Phase II or other environmental reports received by Purchaser, together with any other reports, plans, and other due diligence obtained or performed by Purchaser in connection with the Property.

2.4 Termination/Expiration of Contingency Period.

(a) If Purchaser determines in Purchaser's sole and absolute discretion, prior to the expiration of the Contingency Period that the Property is unacceptable for Purchaser's purposes for any reason or no reason, Purchaser shall have the right to terminate this Agreement by giving to Seller written notice of termination before 5:00 p.m. Pacific Time on the last day of the Contingency Period or by failing to give an Election to Proceed Notice prior to that time. Promptly following such termination, Escrow Agent shall immediately return the Earnest Money Note to Purchaser. Upon termination of this Agreement as provided in this Section, neither Seller nor Purchaser shall have any further rights or liabilities hereunder except for those provisions which expressly survive the termination of this Agreement.

(b) If Purchaser elects to purchase the Property and proceed to Closing, Purchaser shall notify Seller in writing no later than 5:00 p.m. Pacific Time on the last day of the Contingency Period that Purchaser will proceed to Closing (an "Election to Proceed Notice"), and by so doing Purchaser shall waive any objections to any and all matters related to the Property, including title (except with respect to matters disclosed in any supplemental or amended title report delivered to Purchaser after expiration of the Contingency Period pursuant to Section 3.2 below), it being understood, however, that such waiver does not waive any of the express conditions to Purchaser's obligation to proceed with Closing set forth in Sections 5.1(b) or (c) of this Agreement. If Purchaser fails to timely deliver an Election to Proceed Notice, then Purchaser shall be deemed to have elected to terminate this Agreement, and Escrow Agent shall immediately refund the Earnest Money Note to Purchaser.

2.5 PURCHASER'S RELIANCE ON ITS INVESTIGATIONS-AS-IS SALE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT FOR SELLER'S REPRESENTATIONS AND WARRANTIES IN SECTION 8.1 HEREOF (THE "SURVIVING OBLIGATIONS"), THIS SALE IS MADE AND WILL BE MADE WITHOUT REPRESENTATION, COVENANT, OR WARRANTY OF ANY KIND (WHETHER EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW) BY SELLER OR ITS REPRESENTATIVES. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, PURCHASER AGREES TO ACCEPT THE PROPERTY ON AN "AS IS" AND "WHERE IS" BASIS, WITH ALL FAULTS AND ANY AND ALL LATENT AND PATENT DEFECTS, AND (EXCEPT FOR THE SURVIVING OBLIGATIONS) WITHOUT ANY REPRESENTATION OR WARRANTY, ALL OF WHICH SELLER AND ITS REPRESENTATIVES HEREBY DISCLAIM. WITHOUT LIMITING THE FOREGOING BUT EXCEPT AS EXPRESSLY PROVIDED HEREIN AND THE COVENANTS IN THE DEED, NO WARRANTY OR REPRESENTATION IS MADE BY SELLER OR ITS REPRESENTATIVES AS TO (A) FITNESS FOR ANY PARTICULAR PURPOSE, (B) MERCHANTABILITY, (C) DESIGN, (D) QUALITY, (E) PROPERTY, SOILS OR GEOLOGIC

EXHIBIT 1

CONDITION, (F) OPERATION OR INCOME, (G) USE, (H) COMPLIANCE WITH DRAWINGS OR SPECIFICATIONS, (I) ABSENCE OF DEFECTS, (J) ABSENCE OF HAZARDOUS OR TOXIC SUBSTANCES, (K) ABSENCE OF FAULTS, (L) FLOODING, (M) COMPLIANCE WITH LAWS AND REGULATIONS INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO HEALTH, SAFETY, AND THE ENVIRONMENT, (N) DEVELOPMENT OF ANY ADJACENT PROPERTY AND ITS EFFECT ON THE PROPERTY, (O) ANY ENCUMBRANCE OR TITLE MATTER, OR (P) AS TO ANY OTHER MATTER, CONDITION OR THING IN ANY WAY ARISING OUT OF, CONNECTED WITH OR RELATING TO THE PROPERTY. PURCHASER ACKNOWLEDGES THAT PURCHASER HAS ENTERED INTO THIS AGREEMENT WITH THE INTENTION OF MAKING AND RELYING UPON ITS OWN INVESTIGATION OF ALL SUCH MATTERS, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL, ENVIRONMENTAL, ECONOMIC USE, TITLE, COMPLIANCE, AND LEGAL CONDITION OF THE PROPERTY AND THAT PURCHASER IS NOT NOW RELYING, AND WILL NOT LATER RELY, UPON ANY REPRESENTATIONS OR WARRANTIES MADE BY SELLER OR ANY OF ITS REPRESENTATIVES CONCERNING THE PROPERTY, EXCEPT FOR THE SURVIVING OBLIGATIONS.

2.6 INFORMATION SUPPLIED BY SELLER. EXCEPT AS EXPRESSLY SET FORTH HEREIN, PURCHASER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT SELLER HAS MADE, IS MAKING, AND SHALL MAKE, NO REPRESENTATION OR WARRANTY OF ANY NATURE CONCERNING THE ACCURACY OR COMPLETENESS OF PROPERTY INFORMATION, OR THE AUTHENTICITY, SOURCE, ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED IN SUCH SELLER'S DOCUMENTS OR ANY OTHER DOCUMENTS PREVIOUSLY OR HEREAFTER FURNISHED BY OR ON BEHALF OF SELLER TO PURCHASER, INCLUDING WITHOUT LIMITATION THE CONTRACTS, AND VARIOUS STUDIES, INSPECTIONS, REPORTS AND EXHIBITS AND CORRESPONDENCE RELATING THERETO. AS TO CERTAIN OF THE MATERIALS MADE AVAILABLE TO PURCHASER IN SELLER'S DOCUMENTS, PURCHASER SPECIFICALLY ACKNOWLEDGES THAT THEY HAVE BEEN PREPARED BY THIRD PARTIES WITH WHOM PURCHASER HAS NO PRIVACY AND PURCHASER ACKNOWLEDGES AND AGREES THAT NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, HAS BEEN MADE, NOR SHALL ANY BE DEEMED TO HAVE BEEN MADE, TO PURCHASER WITH RESPECT THERETO, EITHER BY SELLER OR BY ANY THIRD PARTIES THAT PREPARED THE SAME. EXCEPT FOR ANY EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT, PURCHASER WAIVES ANY CLAIM OF ANY NATURE AGAINST SELLER SHOULD ANY INFORMATION, CONCLUSION, PROJECTION, OR OTHER STATEMENT OF ANY NATURE CONTAINED IN ANY OF SUCH MATERIALS PROVE NOT TO BE TRUE OR ACCURATE FOR ANY REASON. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION 2.6 LIMITS THE RIGHTS AND REMEDIES OF PURCHASER AS A RESULT OF THE BREACH BY SELLER OF ANY REPRESENTATION, WARRANTY OR COVENANT IN THIS AGREEMENT OR THE CLOSING DOCUMENTS.

2.7 RELEASE. CONSISTENT WITH THE FOREGOING AND SUBJECT SOLELY TO THE SURVIVING OBLIGATIONS, EFFECTIVE AS OF THE CLOSING DATE, PURCHASER, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, HEREBY RELEASES AND FOREVER DISCHARGES SELLER, SELLER'S AFFILIATES, AND ANY OF THEIR RESPECTIVE CONSTITUENTS, OWNERS, AFFILIATES, CONTRACTORS, SUBCONTRACTORS, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY THE "RELEASES") FROM ANY AND ALL PAST, PRESENT AND FUTURE RIGHTS, CLAIMS AND DEMANDS AT LAW OR IN EQUITY, WHETHER KNOWN OR UNKNOWN AT THE TIME OF THIS AGREEMENT, WHICH PURCHASER HAS OR MAY HAVE IN THE FUTURE, ARISING OUT OF ANY OF THE FOREGOING MATTERS, INCLUDING WITHOUT LIMITATION, (A) ALL CLAIMS IN TORT OR CONTRACT AND ANY CLAIM FOR INDEMNIFICATION, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OR NEGLIGENT CONSTRUCTION CLAIMS, OR (B) CONTRIBUTION ARISING UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND

EXHIBIT 1

LIABILITY ACT (42 U.S.C. SECTION 9601, ET SEQ.) OR ANY SIMILAR FEDERAL, STATE OR LOCAL STATUTE, RULE, REGULATION OR DOCTRINE OF LAW. EXCEPT FOR THE SURVIVING OBLIGATIONS, PURCHASER, UPON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER AND ALL OTHER RELEASES FROM AND AGAINST ANY AND ALL MATTERS AFFECTING THE PROPERTY.

BY INITIALING BELOW, PURCHASER HEREBY, SOLELY IN CONNECTION WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING WAIVERS AND RELEASES AND WAIVES THE BENEFIT OF EVERY STATUTE, RULE AND DOCTRINE OF ANY JURISDICTION WHATSOEVER, WHICH LIMIT THE SCOPE OR EFFECT OF A GENERAL RELEASE.

PURCHASER'S INITIALS

The provisions of Sections 2.5, 2.6 and 2.7 shall survive indefinitely any closing or termination of this Agreement and shall not be merged into the closing documents.

ARTICLE 3 **TITLE REVIEW**

3.1 Title Review. Purchaser acknowledges receipt of the preliminary report from the Title Company dated _____, under order no. _____, covering the Property, a copy of which is attached hereto as Exhibit D (the "Preliminary Report"), together with full and legible copies of all supporting documents. Purchaser shall have the right to obtain, at Purchaser's sole cost and expense, a survey of the Property from a licensed surveyor sufficient to obtain an ALTA extended coverage title insurance policy.

3.2 Title Objections. If the Title Company issues a supplemental or amended title report showing additional exceptions that are specific to the Property (i.e. not related to additional endorsements or coverage requested by Purchaser (other than extended ALTA coverage)) and other than updates as a result of disclosures in any survey of the Property, Purchaser may give written notice of its objection to any such exceptions that are not acceptable to Purchaser (the "New Unacceptable Exceptions") within five (5) days of the date of receipt of each such supplemental or amended title report (the "New Objection Period"). If Purchaser does not timely provide such written notice, all exceptions set forth on such supplemental or amended title report shall be deemed to be Permitted Exceptions. Seller shall have three (3) days following receipt of written notice of any New Unacceptable Exceptions to provide written notice to Purchaser whether Seller is willing or able to eliminate the New Unacceptable Exceptions. If Seller agrees to eliminate the New Unacceptable Exceptions, Seller will be obligated to do so at its cost and as of the Closing Date. If Seller does not timely provide such notice, it will be deemed to have elected not to eliminate the New Unacceptable Exceptions. If Seller elects not to eliminate one or more of the New Unacceptable Exceptions, or is deemed to have elected not to eliminate the New Unacceptable Exceptions, Purchaser may terminate this Agreement by giving written notice to Seller any time within three (3) business days following the date on which Seller elects, or is deemed to have elected, not to eliminate one or more of the New Unacceptable Exceptions. If Purchaser does not timely deliver a notice of termination, it will be deemed to have waived its objection to the New Unacceptable Exceptions and the New Unacceptable Exceptions will become Permitted Exceptions. If Purchaser does timely provide a notice of termination, the Earnest Money or Earnest Money Note, as applicable, will be refunded to Purchaser and neither party will have any further rights or obligations hereunder except those expressly provided as surviving termination hereof.

3.3 Permitted Exceptions. "Permitted Exceptions" shall include and refer to: any and all of the following: (i) exceptions 1 through 5 (except as may be removed by the Title Company upon Seller's execution of the title affidavit referenced in Section 3.4 below), _____ of the Preliminary Report;

EXHIBIT 1

(ii) all exceptions to title set forth in any supplement or amendment to the Preliminary Report and that are not New Unacceptable Exceptions (unless Purchaser waives its objection as provided above); (iii) matters affecting title created by or with the written consent of Purchaser; (iv) liens to secure property taxes and assessments not yet due and payable and local improvement district assessments; (v) easements reserved by reference in the Deed and other easements to be reserved by Seller prior to Closing, which may be evidenced in a Declaration of Easements provided to Purchaser with the Property Information, and an easement in favor of the City of Eugene for the fountain area on the Property.

3.4 Affidavits. Seller shall have no obligation to execute any affidavits or indemnifications in connection with the issuance of Purchaser's title insurance policy, unless Purchaser elects extended coverage, in which event Seller will sign an affidavit in favor of the Title Company that confirms that Seller has not granted any leases or possessory rights and has not commissioned or had performed any work on the Property that remains unpaid.

3.5 Title Policy. At Closing, Seller will authorize the Title Company to issue or irrevocably commit to issue, at Seller's expense, a standard ALTA owner's title insurance policy in the amount of the Purchase Price, insuring fee title vested in Purchaser or its permitted assignee pursuant to Section 11.1 below, subject only to the Permitted Exceptions (the "Title Policy"). Purchaser will have the right at its sole cost and expense, if Purchaser so elects, to cause the Title Policy to be issued as an extended coverage policy or with any endorsements, provided the Title Company is willing to do so. If Purchaser elects to obtain extended coverage, then Seller will execute and deliver to the Title Company at Closing the affidavit described in Section 3.4 above. If the Title Company commits to issue an extended coverage title insurance policy prior to the end of the Contingency Period, then the term "Title Policy" will refer to the extended coverage policy in the form that the Title Company has committed to issue prior to the end of the Contingency Period.

ARTICLE 4 **OPERATIONS AND RISK OF LOSS**

4.1 Ongoing Operations. Prior to the Closing, Seller shall carry on its business and activities relating to the Property substantially in the same manner as it did before the Date of this Agreement.

4.2 New Contracts. Effective on the Date of this Agreement and until the termination of this Agreement, Seller will not enter into any contract that will be an obligation binding on the Property or Purchaser subsequent to the Closing, except contracts entered into in the ordinary course of business that are terminable without cause or penalty upon sale of the Property and, otherwise, on thirty (30) days' notice or less, without the prior consent of the Purchaser.

4.3 Damage or Condemnation. If, before the Closing, the Property shall be materially damaged, or if the Property or any material portion thereof shall be subjected to a bona fide threat of condemnation or shall become the subject of any proceedings, judicial, administrative or otherwise, with respect to the taking by eminent domain or condemnation, then Purchaser may terminate this Agreement by written notice to Seller given within five (5) days after Purchaser receives written notification of the damage or taking, in which event the Earnest Money or Earnest Money Note, as applicable, shall be returned to Purchaser. If the Closing Date is within the aforesaid five (5) day period, then Closing shall be extended to the next business day following the end of said five (5) day period. If no such election is made, and in any event if the damage is not material, this Agreement shall remain in full force and effect and the purchase contemplated herein less any interest taken by eminent domain or condemnation, shall be effected with no further adjustment and with full payment of the Purchase Price. Provided, that upon the Closing of such purchase and whether or not the damage or taking is material, (a) Seller shall assign, transfer and set over to Purchaser all of the right, title and interest of Seller in and to any awards that have been or that may thereafter be made for such taking, (b) Seller shall assign, transfer and set over to Purchaser any insurance proceeds that may thereafter be made for such damage or destruction. For the purposes of this paragraph, the phrases "material", "material damage" and "materially damaged", when used with respect to any

EXHIBIT 1

casualty, means damage reasonably expected to have a cost to repair exceeding five percent (5%) of the Purchase Price. For the purposes of this paragraph, the phrases “material” and “material portion”, when used with respect to any eminent domain or condemnation, mean a condemnation or eminent domain proceedings by a public authority which takes any portion of the Improvements, reduces the access for the Property, or adversely affects the value of the Property by more than five percent (5%) of the Purchase Price. Seller shall give Purchaser written notice of any damage to, destruction, condemnation or taking of the Property promptly after Seller obtains knowledge thereof (whether or not such damage, destruction, condemnation or eminent domain is material). Seller and Purchaser each hereby agree that the provisions of this Section 4.3 shall govern the parties’ obligations in the event of any damage or destruction to the Property or the taking of all or any part of the Property, as applicable.

ARTICLE 5 **CONDITIONS PRECEDENT**

5.1 Purchaser’s Conditions. Notwithstanding anything in this Agreement to the contrary, Purchaser’s obligation to purchase the Property shall be subject to and contingent upon the satisfaction or waiver of the following conditions precedent:

(a) Inspection. Purchaser’s inspection and approval, in Purchaser’s sole and absolute discretion, within the Contingency Period, of all physical, environmental, economic, legal and other Inspection matters relating to the Property, pursuant to Section 2.4 above.

(b) Performance. Seller’s performance or tender of performance of all its material obligations under this Agreement (including, without limitation, delivery of all items required to be delivered by Seller at Closing under Section 6.2) and the truth and accuracy of Seller’s express representations and warranties in this Agreement in all material respects when given and as of the Closing Date, subject to Section 9.3 below.

(c) Casualty or Condemnation. The Purchaser has not elected to terminate this Agreement in accordance with Section 4.3.

5.2 Seller Conditions. Notwithstanding anything in this Agreement to the contrary, Seller’s obligation to sell the Property shall be subject to and contingent upon the satisfaction or waiver of the following conditions precedent:

(a) Performance. Purchaser’s performance or tender of performance of all its material obligations under this Agreement, including but not limited to, the deposit into Escrow of the balance of the Purchase Price in good funds, and the continued truth and accuracy of Purchaser’s express representations and warranties in this Agreement in all material respects as of the Closing Date.

5.3 Failure or Waiver of Conditions Precedent. In the event any of the conditions set forth in Sections 5.1 or 5.2 are not fulfilled or waived, the party benefited by such conditions may, by written notice to the other party, terminate this Agreement, whereupon all rights and obligations hereunder of each party shall be at an end except those that expressly survive any termination and except for a Party’s rights, if any, under Article 9. Either party may, at its election, at any time or times on or before the date specified for the satisfaction of the condition, waive in writing the benefit of any of the conditions set forth in Sections 5.1 and 5.2 above. In the event this Agreement is terminated as a result of the failure of any condition set forth in Section 5.1 (a), (b), or (c), Purchaser shall be entitled to a refund of the Earnest Money or Earnest Money Note, as applicable. In any event, Purchaser’s consent to the close of Escrow pursuant to this Agreement shall waive any remaining unfulfilled conditions as well as any liability on the part of Seller for breaches of representations or warranties of which Purchaser had actual knowledge as of the Closing.

EXHIBIT 1

ARTICLE 6 CLOSING

6.1 Closing. The consummation of the transaction contemplated herein (“Closing”) shall occur on the Closing Date in escrow at the offices of the Escrow Agent. Upon completion of the deliveries pursuant to Sections 6.2 and 6.3, satisfaction of the other conditions to Closing herein set forth and performance by each party of its obligations required to be performed at the Closing, the parties shall direct the Title Company to make such deliveries and disbursements according to the terms of this Agreement.

6.2 Seller’s Deliveries in Escrow. On or before the Closing Date, Seller shall deliver in escrow to the Escrow Agent the following (together, the “Transaction Documents”):

(a) Deed. A statutory bargain and sale deed (the “Deed”) in the form of Exhibit E executed and acknowledged by Seller, conveying to Purchaser fee-simple title to the Property subject to the Permitted Exceptions.

(b) FIRPTA. A Foreign Investment in Real Property Tax Act affidavit executed by Seller.

(c) [Seller Lease. Two (2) Seller Leases.]

(d) Additional Documents. Any additional documents which, without additional liability or expense to Seller, Escrow Agent or Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement.

6.3 Purchaser’s Deliveries in Escrow. On or before the Closing Date, Purchaser shall deliver in escrow to the Escrow Agent the following:

(a) Purchase Price. The Purchase Price, less the Earnest Money that is applied to the Purchase Price, plus or minus applicable prorations, shall be deposited by Purchaser with the Escrow Agent in immediate, same-day funds wired for credit into the Escrow Agent’s escrow account.

(b) [Seller Lease. Two (2) Seller Leases.]

(c) Additional Documents. Any additional documents which, without additional liability or expense to Purchaser, Escrow Agent or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement.

6.4 Closing Statements/Escrow Fees. At the Closing, Seller and Purchaser shall deposit with the Escrow Agent executed closing statements consistent with this Agreement in the form required by the Escrow Agent.

6.5 Possession. Seller shall deliver possession of the Property to Purchaser at the Closing, subject to the Permitted Exceptions [and the Seller Lease].

6.6 Post-Closing Additional Deliveries. Within one (1) business day after the Closing, to the extent in the possession of Seller or its Representatives, Seller shall make available to Purchaser keys, access cards, and codes for the Property in Seller’s possession, to the extent that the same are not required by Seller in connection with the Seller Lease.

6.7 Closing Costs. At Closing, if Purchaser elects to obtain the Title Policy with ALTA extended coverage or any endorsements, Purchaser shall pay the increased cost of issuance of the Title Policy with such extended coverage or endorsements. Purchaser shall pay one-half of any escrow fees. At Closing, Seller shall pay the amount equal to the premium for a standard coverage ALTA Title Policy

EXHIBIT 1

issued by Title Company in the amount of the Purchase Price, and one-half of any escrow fees. Each party shall pay its own attorneys' fees and the cost of their own customary document drafting, recording and miscellaneous charges. All recording fees and other closing costs will be allocated between the parties in accordance with local custom. Each party will pay its own attorneys' fees.

6.8 Close of Escrow. Upon satisfaction or completion of the foregoing conditions and deliveries, the parties shall direct the Escrow Agent to immediately record and deliver the documents described above to the appropriate parties and make disbursements according to the closing statements executed by Seller and Purchaser.

ARTICLE 7 **PRORATIONS**

Prorations and adjustments with respect to each Property shall be made as of the Closing Date with respect to such Property as set forth in this Article 7.

7.1 Prorations. Real estate taxes and assessments imposed by governmental authority and rents, if any, shall be prorated as of the Closing. Seller shall receive a credit for any taxes and assessments paid by Seller and applicable to any period after the Closing. Purchaser shall be credited with any amount for taxes and assessments applicable to the period prior to the Closing Time and not paid as of Closing.

7.2 Sale Commissions. Seller and Purchaser represent and warrant each to the other that they have not dealt with any real estate broker, sales person or finder in connection with the sale and purchase of the Property under this Agreement (this "Transaction"). If any claim is made with respect to any Party (or as a result of the dealings of any Party) for broker's or finder's fees or commissions in connection with the negotiation, execution or consummation of this Transaction, such Party shall defend, indemnify and hold harmless the other Party from and against any such claim based upon any purported or actual statement, representation or agreement of such Party.

7.3 Survival. Sections 7.1 through 7.2 above shall survive Closing.

ARTICLE 8 **REPRESENTATIONS AND WARRANTIES**

8.1 Seller's Representations and Warranties. As a material inducement to Purchaser to execute this Agreement and consummate this transaction, Seller represents and warrants to Purchaser that:

(a) Organization and Authority. Seller is a municipal utility of the City of Eugene, Oregon. Seller has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all of the documents to be delivered by Seller at the Closing will be, authorized and properly executed and constitutes, or will constitute, as appropriate, the valid and binding obligation of Seller, enforceable in accordance with their terms.

(b) Pending Litigation. Seller has not received written notice of any action, suit or proceeding in any court or arbitration tribunal, and to Seller's knowledge there are no such actions, suits or proceedings threatened, against Seller or all or any portion of the Property that would affect Seller's ability to perform its obligations under this Agreement.

(c) Leases. Seller has not entered into any leases currently in effect for the Property that would be in effect at Closing.

EXHIBIT 1

(d) ERISA. Seller does not hold the assets of any employee benefit plan within the meaning of 29 CFR 2501.3-101(a)(2).

(e) OFAC. Neither Seller, nor any of Seller's affiliates or entities in which Seller has an interest, is in violation of any federal or state anti-money laundering, narcotics trafficking or anti-terrorism laws or is a person or entity designated as a Specially Designated National pursuant to Executive Order 13224 of the President of the United States dated September 23, 2001 or included in the Annex to such Executive Order or any relevant lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, by the U.S. Department of State or other U.S. government agencies, all as may be amended from time to time.

(f) Condemnation. As of the Effective Date, Seller has received no written notice from any governmental authority with jurisdiction over the Property that condemnation or eminent domain proceedings are pending against the Property.

8.2 Purchaser's Representations and Warranties. As a material inducement to Seller to execute this Agreement and consummate this transaction, Purchaser represents and warrants to Seller that:

(a) Organization and Authority. Purchaser is duly organized and validly exists as a _____ in existence in the state of _____ and is or will be qualified to do business in the state of Oregon as of the Closing Date. Purchaser has the full right and authority and has obtained any and all consents required to enter into this Agreement and has obtained all consents required to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all of the documents to be delivered by Purchaser at the Closing will be, authorized and properly executed and constitutes, or will constitute, as appropriate, the valid and binding obligation of Purchaser, enforceable in accordance with their terms.

(b) Conflicts and Pending Action. There is no agreement to which Purchaser is a party or to Purchaser's knowledge binding on Purchaser which is in conflict with this Agreement. There is no action or proceeding pending or, to Purchaser's knowledge, threatened against Purchaser which challenges or impairs Purchaser's ability to execute or perform its obligations under this Agreement.

(c) ERISA. Purchaser does not hold the assets of any employee benefit plan within the meaning of 29 CFR 2501.3-101(a)(2).

(d) Experience. Purchaser is an experienced commercial real estate investor, specifically experienced with the ownership and operation of commercial properties, with the ability to conduct all due diligence necessary to complete this transaction as contemplated in this Agreement.

(e) OFAC. Neither Purchaser, nor any of Purchaser's affiliates or entities in which Purchaser has an interest, is in violation of any federal or state anti-money laundering, narcotics trafficking or anti-terrorism laws or is a person or entity designated as a Specially Designated National pursuant to Executive Order 13224 of the President of the United States dated September 23, 2001 or included in the Annex to such Executive Order or any relevant lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, by the U.S. Department of State or other U.S. government agencies, all as may be amended from time to time.

8.3 Survival. All representations and warranties of Seller or Purchaser, respectively, pursuant to this Article 8 shall expire one (1) year from the Closing Date (the "Survival Period"). Except to the extent otherwise expressly provided, no other representations or warranties arising under or related to this Agreement, if any, shall survive the termination of or Closing under this Agreement.

EXHIBIT 1

ARTICLE 9 DEFAULT AND DAMAGES

9.1 SELLER'S REMEDIES ON DEFAULT BY PURCHASER. SELLER AND PURCHASER EXPRESSLY ACKNOWLEDGE AND AGREE THAT IF, AFTER THE SATISFACTION, WAIVER, OR APPROVAL OF ALL CONDITIONS IN SECTION 5.1(A) THROUGH (C), PURCHASER FAILS TO PURCHASE THE PROPERTY IN ACCORDANCE WITH THIS AGREEMENT, AND SELLER HAS PERFORMED ALL OF THE OBLIGATIONS REQUIRED OF SELLER UNDER THIS AGREEMENT, PURCHASER SHALL BE IN DEFAULT OF THIS AGREEMENT AND SELLER SHALL BE MATERIALLY DAMAGED. SELLER AND PURCHASER AGREE THAT IT WOULD BE IMPRACTICABLE AND EXTREMELY DIFFICULT AT THIS TIME TO ESTIMATE THE AMOUNT OF THE DAMAGE. SELLER AND PURCHASER FURTHER AGREE, AFTER NEGOTIATIONS, THAT THE AMOUNT OF THE EARNEST MONEY, TOGETHER WITH THE INTEREST THEREON, CONSTITUTES THEIR BEST ESTIMATE, BASED UPON ALL RELEVANT FACTS, OF THE AMOUNT OF SELLER'S DAMAGE IN THE EVENT OF DEFAULT. ACCORDINGLY, SELLER AND PURCHASER AGREE THAT IN THE EVENT OF DEFAULT BY PURCHASER, THE EARNEST MONEY, TOGETHER WITH THE INTEREST THEREON, SHALL CONSTITUTE LIQUIDATED DAMAGES, AND ESCROW HOLDER IS HEREBY INSTRUCTED BY SELLER AND PURCHASER TO DELIVER THE EARNEST MONEY, TOGETHER WITH SUCH INTEREST, TO SELLER IN THE EVENT OF DEFAULT BY PURCHASER, AND SELLER SHALL RETAIN THE EARNEST MONEY, TOGETHER WITH SUCH INTEREST, AS LIQUIDATED DAMAGES. THE LIQUIDATED DAMAGES SHALL CONSTITUTE SELLER'S SOLE REMEDY FOR PURCHASER'S FAILURE TO CLOSE. THIS PROVISION SHALL NOT LIMIT SELLER'S RIGHTS OR REMEDIES WITH REGARD TO PURCHASER'S OBLIGATIONS TO INDEMNIFY, DEFEND AND HOLD SELLER AND ITS REPRESENTATIVES HARMLESS OR TO ANY BREACH BY PURCHASER OF ANY INDEMNIFICATION OBLIGATION OR TO COLLECT ANY ATTORNEY'S FEES OR COSTS AWARDED PURSUANT TO THIS AGREEMENT.

SELLER'S INITIALS

PURCHASER'S INITIALS

9.2 PURCHASER'S REMEDIES ON DEFAULT BY SELLER. SELLER AND PURCHASER EXPRESSLY ACKNOWLEDGE AND AGREE, THAT IF SELLER FAILS TO, FOLLOWING FIVE (5) BUSINESS DAYS WRITTEN NOTICE FROM PURCHASER, CONVEY THE PROPERTY TO PURCHASER IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT OR IS OTHERWISE IN MATERIAL BREACH OF THIS AGREEMENT EITHER PRIOR TO OR AT THE CLOSING FOR ANY REASON OTHER THAN THE TERMINATION OF THIS AGREEMENT BY SELLER PURSUANT TO A RIGHT SO TO TERMINATE EXPRESSLY SET FORTH IN THIS AGREEMENT (INCLUDING PURCHASER'S FAILURE TO PERFORM PURCHASER'S OBLIGATIONS UNDER THIS AGREEMENT), AND SUCH FAILURE CONSTITUTES A DEFAULT UNDER THIS AGREEMENT, THEN PURCHASER WILL BE ENTITLED TO, AS ITS SOLE AND EXCLUSIVE REMEDY, TO ELECT ONE OF THE FOLLOWING: (A) TERMINATE THIS AGREEMENT AND RECEIVE A REFUND OF THE EARNEST MONEY AND ALL INTEREST ACCRUED THEREON AND RECOVER FROM SELLER PURCHASER'S ACTUAL DOCUMENTED THIRD-PARTY OUT-OF-POCKET EXPENSES THAT PURCHASER UP TO A MAXIMUM OF TEN THOUSAND DOLLARS (\$10,000.00) TOGETHER WITH ATTORNEYS' FEES AND COSTS AWARDED IN ACCORDANCE WITH SECTION 11.8 BELOW; OR (B) FILE AN ACTION FOR SPECIFIC PERFORMANCE OF SELLER'S OBLIGATIONS HEREUNDER, PROVIDED, HOWEVER THAT PURCHASER'S FAILURE TO COMMENCE AN ACTION FOR SPECIFIC

EXHIBIT 1

PERFORMANCE WITHIN THIRTY (30) DAYS OF SELLER'S DEFAULT SHALL CONSTITUTE PURCHASER'S ELECTION OF THE REMEDY DESCRIBED IN SECTION (A). NOTHING IN THIS SECTION LIMITS PURCHASER'S REMEDIES FOR ANY BREACH OR DEFAULT OF SELLER UNDER A PROVISION THAT SURVIVES CLOSING, WHICH SHALL BE SUBJECT TO SECTION 11.13 BELOW.

SELLER'S INITIALS

PURCHASER'S INITIALS

9.3 Limitations. In the event that Seller becomes aware during the pendency of this Agreement prior to Closing of any matters which make any of its representations or warranties untrue, and discloses any such matters to Purchaser in writing, or in the event that Purchaser otherwise becomes aware during the pendency of this Agreement prior to Closing of any matters which make any of Seller's representations or warranties untrue in any material respect, Seller shall bear no liability for such matters, then Purchaser's sole right and remedy with respect to any such matters shall be to elect in writing delivered to Seller on or before the Closing Date, (i) to waive such matters and complete the purchase of the Property without reduction of the Purchase Price in accordance with the terms of this Agreement, or (ii) as to any matters disclosed following the expiration of the Contingency Period, to terminate this Agreement and recover the Earnest Money. The limitations hereunder shall survive Closing.

ARTICLE 10 **EARNEST MONEY PROVISIONS**

The Escrow Agent shall invest the Earnest Money in government insured interest-bearing accounts satisfactory to Purchaser and Seller, shall not commingle the Earnest Money with any funds of the Escrow Agent or others, and shall promptly provide Purchaser and Seller with confirmation of the investments made. If the Closing under this Agreement occurs, the Escrow Agent shall apply the Earnest Money, together with any interest earned thereon, to the Purchase Price on the Closing Date.

ARTICLE 11 **MISCELLANEOUS**

11.1 Parties Bound. Except for an assignment pursuant to this Section 11.1, neither party may assign this Agreement without the prior written consent of the other, and any such prohibited assignment shall be void; provided, however, that Seller's consent will not be required if the assignment is to an affiliate of Purchaser. For purposes of the foregoing, an "affiliate" will include any entity controlled by, under common control with, or that controls Purchaser, so long as such entity expressly assumes in writing all of Purchaser's obligations hereunder. Such assignment shall not relieve Purchaser of any obligations or liability arising out of or related to this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective legal representatives, successors, assigns, heirs, and devisees of the parties.

11.2 Headings. The article and Section headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof.

11.3 Invalidity and Waiver. If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such party's right to enforce against the other party the same or any other such term or provision in the future.

11.4 Governing Law and Forum. This Agreement and all disputes between the Parties relating to or arising out of, in connection with this Agreement or the subject matter of this Agreement, shall be

EXHIBIT 1

determined in accordance with the laws of the state of Oregon (without regard to any conflict of laws provisions thereof). By execution and delivery of one counterpart of this Agreement, each Party irrevocably consents to the exclusive jurisdiction of the courts of general jurisdiction of the state of Oregon located in Lane County, Oregon and the United States District Court located in Lane County, Oregon, as the case may be, in any action or proceeding arising out of or relating to this Agreement or to the Property, and agrees that venue of any such action or proceeding is properly laid in such courts, and waives any objection to jurisdiction or venue in such courts.

11.5 No Third Party Beneficiary. This Agreement is not intended to and shall not give or confer any benefits, rights, privileges, claims, actions, or remedies to any person or entity as a third party beneficiary, decree, or otherwise.

11.6 Entirety and Amendments. This Agreement embodies the entire agreement between the parties and supersedes all prior or contemporaneous agreements and understandings relating to the Property. This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

11.7 Time. Time is of the essence in the performance of this Agreement.

11.8 Attorneys' Fees and Litigation Expenses. In any dispute relating to, arising out of, or in connection with this Agreement or the subject matter of this Agreement (including but not limited to any legal action, arbitration, action for declaratory and/or injunctive relief, proceeding in bankruptcy, or other proceeding, and including but not limited to any proceeding to enforce or interpret all or any part of this Agreement or because of a dispute, breach, default, or misrepresentation arising out of or in connection with this Agreement or the subject matter of this Agreement), the Prevailing Party shall be entitled to recover all attorneys' fees and expenses and other costs incurred in prosecuting, defending or otherwise with respect to such dispute action or other proceeding (including experts' fees and all out-of-pocket expenses), in addition to any other proper relief. "Prevailing Party" means (a) a Party who dismisses an action in exchange for sums allegedly due; (b) the Party that receives performance from the other Party of an alleged breach of covenant or a desired remedy, if it is substantially equal to relief sought in an action; or (c) the Party determined to be substantially prevailing by a court of competent jurisdiction. This Section 11.8 will survive any termination and/or any Closing.

11.9 Notices. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth in Section 1.1. Any such notices shall be either (a) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, (b) sent by facsimile or email delivery, with written confirmation by overnight or first class mail, in which case notice shall be deemed delivered upon receipt of confirmation of transmission of such facsimile notice or upon sending of such email, or (c) sent by personal delivery, in which case notice shall be deemed delivered upon receipt. Any notice sent by facsimile or personal delivery and delivered after 5:00 p.m., Pacific time, shall be deemed received on the next business day. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. Counsel may give notice on behalf of any party.

11.10 Construction and Survival. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction - to the effect that any ambiguities are to be resolved against the drafting party - shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto. Except as expressly otherwise provided herein for particular provisions of this Agreement and except for indemnifications in favor of Seller, no provisions of this Agreement shall survive the Closing.

EXHIBIT 1

11.11 Calculation of Time Periods. Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. The last day of any period of time described herein shall be deemed to end at 5:00 p.m., Pacific time.

11.12 §1031 Exchange. Either party may convey or receive a conveyance of the real property described herein as part of an IRC Section 1031 Tax Deferred Exchange. Either party may assign all contract rights and obligations hereunder to a qualified intermediary, as part of, and in furtherance of, such tax deferred exchange. In such event, the other party agrees to assist and cooperate in such exchange for the benefit of the exchanging party at no cost, expense or liability to the other party, and further agrees to execute any and all documents (subject to the reasonable approval of the other party's legal counsel) as are reasonably necessary in connection with such exchange at the exchanging party's sole expense, provided, however, that in no event shall Seller be obligated to acquire title to any property in connection therewith. Nothing contained in this Section shall release the exchanging party of any of its obligations or liabilities under this Agreement, whether arising before, at or after Closing.

11.13 Limitation of Liability. Without impairing or limiting, or being impaired or limited by, any provisions of Sections 2.5-2.7, inclusive, 8.3, 9.2 or 9.3 of this Agreement:

(a) If, following Closing, it is determined that Seller is in default of any of its Surviving Obligations, including breach of any representations and warranties in Section 8.1 above following Closing (a "Seller Post-Closing Breach") for which Purchaser (i) did not have actual or constructive knowledge of prior to Closing and (ii) files an action prior to expiration of the Survival Period, then Purchaser may, as its sole and exclusive remedy, recover the actual out of pocket damages it suffers as a direct result of such default or breach by Seller up to a maximum of 2.5% of the Purchase Price (the "Cap"); provided, however, Seller shall have no liability for losses, damages, costs and expenses suffered or incurred by Purchaser due to Seller Post-Closing Breaches or any other defaults under and breaches of the Transaction Documents (collectively, "Losses") until the aggregate amount of the Losses exceed Fifty Thousand and No/100 Dollars (\$50,000.00). Under no circumstances shall Seller be liable to Purchaser for any consequential, exemplary, or punitive damages as a result of its default under or breach of any of the Transaction Documents. PURCHASER AGREES THAT IT SHALL NOT HAVE ANY CLAIMS OR CAUSES OF ACTION RELATED TO THE PROPERTY OR THE TRANSACTION CONTEMPLATED HEREIN, WHETHER SOUNDING IN TORT OR OTHERWISE, EXCEPT CLAIMS AND CAUSES OF ACTION BASED ON A BREACH OF THE SURVIVING OBLIGATIONS.

(b) Without limiting the generality of the limitations provided in Paragraph (a) immediately above, in any dispute relating to, arising out of, or in connection with this Agreement or the subject matter of this Agreement (including but not limited to any legal action sounding in tort, contract or otherwise, arbitration, proceeding in bankruptcy, or other proceeding), or any other matter arising in connection therewith, no personal liability or personal responsibility of any sort is assumed by, nor shall be asserted or enforceable against, any individual officer, director, partner, member, manager, employee, shareholder or other interest holder of any interest in Seller or Seller affiliate.

(c) The provisions of this Section are intended and shall be construed to be a limitation on liability only and shall not be deemed or be construed to create any liability of any of any individual.

11.14 Execution in Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and deliver by facsimile, email, or mail counterparts of the signature pages, which upon receipt by each Party of one such counterpart signature page, shall be valid, binding and admissible with the full force and effect of an original Agreement.

EXHIBIT 1

11.15 WAIVER OF JURY TRIAL AND STATUTE OF LIMITATIONS. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY DOCUMENT EXECUTED IN CONNECTION HERewith OR RELATED HERETO, OR ANY COURSE OF CONDUCT OR COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS TRANSACTION. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL CLAIMS AND CAUSES OF ACTION ARISING UNDER ANY OF THE TRANSACTION DOCUMENTS OR IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREIN SHALL BE BROUGHT PRIOR TO THE EARLIER OF THE EXPIRATION OF THE APPLICABLE STATUTE OF LIMITATIONS OR TWELVE (12) MONTHS AFTER THE CLOSING DATE. ANY LONGER STATUTE OF LIMITATIONS PERIOD FOR THE BRINGING OF SUCH ACTIONS IS HEREBY WAIVED. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE CLOSING OR ANY TERMINATION OF THIS AGREEMENT.

11.16 No Offer and Acceptance. Unless and until a counterpart of this Agreement, fully executed by Purchaser, is delivered to Seller and Seller executes the same, there is no binding agreement between Seller on the one hand and Purchaser on the other hand for sale or purchaser of any interest in the Property.

11.17 Oregon Notice. The following statutory notice is included in this Agreement; provided, this notice shall not diminish the effect of any other provision of this Agreement.

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 WHICH LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.903 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 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 TO 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.

///

///

EXHIBIT 1

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.

SELLER: EUGENE WATER & ELECTRIC BOARD,
a municipal utility of the City of Eugene, Oregon

By: _____
Frank Lawson, General Manager

PURCHASER: _____

By: _____
Name: _____
Title: _____

EXHIBIT 1

EXHIBIT A LEGAL DESCRIPTION

EXHIBIT 1

EXHIBIT B EARNEST MONEY NOTE

EARNEST MONEY PROMISSORY NOTE

\$_____00

[date]

_____ (“Purchaser”) promises to pay to the order of THE CITY OF EUGENE, a municipal corporation, by and through THE EUGENE WATER & ELECTRIC BOARD (“Seller”), the principal sum of _____ Thousand Dollars (\$_____00) as Earnest Money, which shall be due and payable in accordance with Section 1.4 of the Purchase and Sale Agreement dated _____, 2022 (the “Agreement”), between Purchaser and Seller, unless the Agreement is terminated and Purchaser is relieved of such payment obligations as provided in the Agreement.

Purchaser waives demand, presentment for payment, protest, notice of protest and all other notice, filing of suit and diligence in collecting this Earnest Money Promissory Note (this “Note”). Seller shall be entitled to recover from Purchaser its costs of collection, including reasonable attorneys’ fees, incurred in enforcing Seller’s rights hereunder.

The terms and conditions of this Note shall be governed and construed by the laws of the State of Oregon.

IN WITNESS WHEREOF, the undersigned has executed this Note as of the day and year first above stated.

By: _____

Name: _____

Title: _____

EXHIBIT 1

EXHIBIT C
SELLER LEASE

EXHIBIT 1

EXHIBIT D TITLE REPORT

EXHIBIT 1

EXHIBIT E STATUTORY BARGAIN AND SALE DEED

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

MAIL TAX STATEMENTS TO:

(Space Above This Line For Recorder's Use Only)

STATUTORY BARGAIN AND SALE DEED

THE CITY OF EUGENE, a municipal corporation, by and through THE EUGENE WATER & ELECTRIC BOARD (the "Grantor"), hereby conveys to _____ (the "Grantee"), the real property described in attached Exhibit A, which is incorporated herein by this reference, located in Lane County, Oregon (the "Property"), reserving unto Grantor the Easements, as described and defined in that certain Declaration of Easements recorded on _____, as Recording No. 2022- _____, in the Deed Records of Lane County, Oregon, which are by this reference incorporated herein (the "Declaration"), subject to the terms and conditions of the Declaration, and subject to the use restriction described in Exhibit B attached hereto.

The true and actual consideration for this conveyance is \$_____.

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. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

EXHIBIT E

EXHIBIT 1

IN WITNESS WHEREOF, the undersigned has executed this Bargain and Sale Deed dated as of _____, 2022.

THE CITY OF EUGENE, a municipal corporation, by and through THE EUGENE WATER & ELECTRIC BOARD

By: _____
Frank Lawson, as General Manager

STATE OF OREGON))
COUNTY OF LANE))

On this _____ day of _____, 2022, before me personally appeared the within named Frank Lawson, who did acknowledge that he is the General Manager of the EUGENE WATER & ELECTRIC BOARD, and that he has executed the within instrument freely and voluntarily and with the proper authority on behalf of the EUGENE WATER & ELECTRIC BOARD.

Notary Public – Oregon

EXHIBIT 1

Exhibit A Legal Description

EXHIBIT 1

Exhibit B **Use Restriction**

The following uses of the Property shall be prohibited: adult bookstores, adult magazine sales, adult cinemas or theaters, topless or nude bars or eating establishments, head shops (i.e. shops selling or dealing in drug related paraphernalia), marijuana dispensaries, adult shop/sex shops, escort services, online adult services or chat rooms, adult call centers, liquor stores, incarceration of adults, housing, treatment or rehabilitation of juvenile justice offenders, juvenile detention centers, and housing or treatment of sex offenders.

This restriction is for the benefit of the City of Eugene, a municipal corporation, by and through the Eugene Water & Electric Board, and its successors and assigns.

EXHIBIT 2



Eugene Water & Electric Board
4200 Roosevelt Blvd
Post Office Box 10148
Eugene, Oregon 97440-2148

Non-Disclosure Agreement – EWEB HQ Disposition

This Agreement is entered into this ___ day of _____, 20__ by and between _____, (hereinafter "Proposer") and Eugene Water & Electric Board, (hereinafter "EWEB"), together the "Parties". The Proposer is submitting a Proposal for purchase of the surplus EWEB Headquarters property pursuant to the terms and conditions of EWEB solicitation RFP 21-254. Proposer represents that certain information contained in the Proposal is submitted in confidence to EWEB in accordance with this Agreement.

Therefore, the Parties agree to the following:

1. Oregon Public Records Law:

EWEB as the recipient of information is permitted by Oregon Public Records Law, ORS 192.355(4) to hold information exempt from disclosure when submitted in confidence:

192.355 Public records exempt from disclosure (4) Information submitted to a public body in confidence and not otherwise required by law to be submitted, where such information should reasonably be considered confidential, the public body has obliged itself in good faith not to disclose the information, and when the public interest would suffer by the disclosure.

Properly identified Proposal information within this category shall be deemed "Confidential Information". To the extent that Proposer further identifies and submits Trade Secret information as part of their Proposal, such information shall be held by EWEB as Confidential Information and exempt from disclosure in compliance with ORS 192.345(2):

192.345 Public records exempt from disclosure (2) Trade secrets. "Trade secrets," as used in this section, may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented, which is known only to certain individuals within an organization and which is used in a business it conducts, having actual or potential commercial value, and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.

2. **Confidential Information:** Subject to Oregon law, EWEB agrees that properly identified Confidential Information, including Trade Secret information, shall be held in confidence as set forth in this Agreement. Such Confidential Information shall not be subject to disclosure to third parties without providing advance written notification to Proposer and thereby enabling the Proposer to take action which Proposer may deem necessary to protect the substance of the Confidential Information. **In order to qualify for treatment as Confidential Information, all such information must be clearly and completely identified in the Proposal as Confidential Information in the manner described in EWEB RFP 21-254, section 1.14, and also be consistently listed in the Attestation section of this Agreement, below.**

3. **Held in Confidence:** EWEB agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Recipient uses in maintaining the confidentiality of its own confidential information, and not to transfer or otherwise dispose or disclose Confidential Information to any third parties or use Confidential Information for any purposes other than for the EWEB solicitation RFP 21-254.

EXHIBIT 2

Proposals may be made available for public inspection after Intent to Award is issued, except for any qualifying Confidential Information that is clearly and completely identified as exempt from disclosure according to the terms of EWEB solicitation RFP 21-254 and this agreement.

If disclosure of any represented Confidential Information is determined, at the sole discretion of EWEB, to be essential to the process defined under EWEB Solicitation RFP 21-254, the Proposer will be given the choice to agree to the disclosure of specific information identified, or to withdraw their proposal from further consideration.

4. **Unauthorized Use:** EWEB shall promptly notify Proposer in writing if it learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement.

5. **Ownership of Confidential Information.** Subject to the application of the Oregon public records law, EWEB agrees that all Confidential Information shall remain the property of Proposer. Nothing contained herein shall be construed as granting or implying any transfer of proprietary rights to EWEB in the Confidential Information.

6. **Injunctive Relief:** Parties acknowledge that breach of this Agreement by unauthorized disclosure of any Confidential Information may result in irreparable harm for which damages would not be an adequate remedy. Accordingly, Proposer may seek to obtain injunctive relief against the breach or threatened breach of this Agreement at Proposer's own expense. The Parties acknowledge and agree that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope and content

7. **Notification.** EWEB is directed to provide all notifications under this Agreement to the Proposer's primary contact as listed in its Proposal submitted in response to EWEB RFP 21-254.

8. **Return of Confidential Information:** Proposer understands that EWEB is a public entity and all materials submitted to EWEB are subject to Oregon public records laws and applicable EWEB retention schedules. Upon submission to EWEB, Proposer acknowledges it has no right to the return of any information, including Confidential Information, submitted to EWEB.

9. **Limits on Confidential Information.** Confidential Information shall not be deemed proprietary and EWEB shall have no obligation under this Agreement with respect to Confidential Information to the extent that any of the following apply:

- (a) The Information has become publicly known through no wrongful act of EWEB;
- (b) The Information was independently developed by EWEB without use of the Confidential Information;
- (c) The Information was ordered to be released by legal action in accordance with section 11, below;
- (d) During the competitive RFP process EWEB will prepare a list of proposals for disclosure which will include, the name of the proposer, a descriptive title of the proposal, and documentation of the required forms received;
- or (e) For proposals which qualify for the competitive range, EWEB reserves the right to make known the Proposer's identity, a summary of the intended use, and purchase price of proposals, except for any information that is exempt from disclosure according to the terms of the solicitation and applicable Non-Disclosure Agreement.

10. **Survival of Rights and Obligations.** The obligations of this Agreement shall be binding on EWEB even after the original use of the Confidential Information for EWEB RFP and until such a time as the Information disclosed is no longer confidential or is no longer subject to EWEB retention schedules. Any Confidential Information which is no longer required to be retained under EWEB retention schedules will be subject to disposal in any manner used for EWEB's disposal of its own confidential information.

EXHIBIT 2

11. **Legal Disclosures.** In the event that EWEB is requested or required by applicable law, regulation, or legal process (including by deposition, oral questions, interrogatories, requests for information or documents, subpoenas, civil investigative demand, District Attorney directive, court order, or other similar process) to disclose any Confidential Information, EWEB shall provide the Proposer with prompt written notice of any such request or requirement so that the Proposer may either seek a protective order or other appropriate remedy, or waive EWEB's compliance with the terms of this Agreement. If, in the absence of a protective order or other remedy, or the receipt of a waiver by the Proposer, EWEB is nonetheless obligated to disclose Confidential Information, EWEB will disclose only that portion of the Confidential Information which it is obligated to disclose; provided, however, that EWEB shall use its best efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information, and shall give the Proposer prompt written notice of such disclosure.

12. **Venue.** The provisions of this agreement shall be construed in accordance with the laws of the State of Oregon and ordinances of Lane County, Oregon. Any legal action arising from this agreement shall be brought in Lane County, Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon.

By signing below, the Proposer agrees to be bound to the provisions provided above, and declares ("**Attestation**") that (a) "Confidential Information" has been clearly and completely marked on the following Proposal pages:

(list each page) _____;

(b) "Trade Secrets" have been clearly and completely marked on the following Proposal pages:

(list each page) _____; and,

(c) That **only** such information which is clearly and completely marked as Confidential Information or Trade Secret Information and listed by pages above are subject to this Non-Disclosure Agreement.

Proposer's Name: _____ Title: _____

Date: _____

EWEB solicitation representative completes the following upon receipt of the Proposal:

EWEB accepts and relies upon the Proposer's representation that "Confidential Information" and/or Trade Secret information has been clearly and completely marked in the Proposal as listed in the immediately preceding Attestation. EWEB consents to treat the Confidential Information and Trade Secret information as not subject to disclosure except as may be permitted by this Agreement.

EWEB Representative: _____ Title: _____

Date: _____



Note: This depiction does not represent a survey and is only intended to approximate the location of boundaries and improvements in the area.

PROJECT: Resolution 2207 Triangle Lot Disposition	OWNER: Eugene Water & Electric Board 500 East 4 th Avenue Eugene, OR 97401	Date: 03/16/2022
		By: O'Dell
Lane County Assessor's Map # 17-03-32-22 Tax Lot 100	Scale: None	EXHIBIT X 1

Exhibit X 2

Riverfront Site DDA Property Sale Parcels



- Affordable housing
- Developer to purchase
- Developer to ground lease - Agency to keep
- Agency to keep
- Riverfront site - Agency purchased
- Quiet zone crossings
- Infrastructure Phase 1
- Infrastructure Phase 2



Caution: This map is based on imprecise source data, subject to change, and for general reference only.

**EXHIBIT X-3
EWEB DEVELOPMENT PARCELS**

