

Council Business Meeting

April 17, 2018

Title: Disposition of Surplus Property – 380 Clay St
From: Adam Hanks Interim City Administrator
Adam.hanks@ashland.or.us

Summary:

Staff is requesting Council approval to complete the sale of a City owned property formally addressed as 380 Clay St, which via land partition is now a separate taxlot (39 1E 11C 2505), to the Housing Authority of Jackson County (HAJC). Council formally declared the property surplus at its March 6, 2018 business meeting. The property is a remnant parcel from an original 10 acre property acquisition from November of 2008 that resulted in a significant affordable housing project, preservation of wetland and Park/Open Space acquisition. The proposed sale to HAJC will facilitate additional affordable housing units in the near future, as well as provide additional housing funding in the future with property sale proceeds going into the City's Housing Trust Fund.

Actions, Options, or Potential Motions:

I move to authorize the Interim City Administrator to execute the attached contract for the sale of tax lot 391E11C2505 to the Housing Authority of Jackson County and direct net proceeds from the sale to the City's Housing Trust Fund.

Staff Recommendation:

Staff recommends and supports the sale of this property to HAJC, as well as reserving the net proceeds for future additional investment in affordable housing for the community by directing the funds be placed in the Housing Trust Fund.

HAJC has a strong track record for developing and completing projects and has been a great working partner throughout the elongated negotiation period on this property.

Policies, Plans and Goals Supported:

Council Goal #4 – Evaluate real property and facility assets to strategically support city mission and goals

4.1. Identify and evaluate underperforming assets

Council Goal #5 – Seek opportunities to enable all citizens to meet basic needs

5.2 Support and promote, through policy, programs that make the City affordable to live in

5.2a. Pursue affordable housing opportunities, especially workforce housing. Identify specific incentives for developers to build more affordable housing

Background and Additional Information:

As noted above, the parent 10 acre parcel was acquired by the City in November of 2008 with several primary intents, foremost being a partnership with HAJC to develop a significant affordable housing project on four of the ten acres. This resulted in 60 units of affordable housing for the Ashland community. Additionally, approximately one acre of wetland was preserved/enhanced and became publicly owned. In a subsequent transaction in February of 2011, the City and the Parks and Recreation Commission agreed to a land transfer that resulted in the creation of a 3.18 acre parcel of land for future Parks/Open Space to the east of the HAJC project site.

What remained in City ownership was the original house and barn on what was then a just under one acre (.91 ac) parcel with fully improved City services along its northerly boundary (street, curb, gutter, water, sewer, electric, etc). Also present on this parcel is a significant cottonwood tree which generated a good deal of discussion and debate regarding its site and community value, its overall condition and its impact on further housing development potential for the site.

Due to the tree and other considerations, the HAJC offered to purchase the portion of the property to the east of the house and tree. With an objective of maximizing the housing development potential of this now reduced total acreage, an adjustment of the road connection between Villard and McCall Streets was adjusted to add approximately 7,000 square feet to the parcel to make up for the loss of the 14,000 square feet that contains the house and tree.

Sales Contract

The proposed sales price of the newly adjusted (no house/tree) property is based on a tentatively agreed proposed offer price of \$325,000 for the original .92 acre site, which is estimated to be a “pass through” square footage proportioned amount based on the original acquisition cost of the 10 acre parcel.

With the final adjustments to the parcel; the removal of the house/tree portion and the 7,000 square foot addition to the rear (east), the adjusted sales price based on the original \$8.11 per square foot comes to \$268,238. As a condition of the partition that created the final current parcel configuration, the City agreed to bear the costs of some utility re-routing and the installation of the short road/alley connection between Villard and McCall Streets. Much of the utility work has already been completed and the final road connection will be completed in conjunction with development of the site.

Staff proposed that the gross proceeds be utilized to re-pay the enterprise funds involved in the utility relocation as well as the future road connection, with the resulting net proceeds being placed in the Housing Trust Fund for future housing related funding. It is estimated that the net proceeds to the Housing Trust Fund will be between \$200,000 and \$225,000.

Attachments:

[Declaration of Surplus Property – March 6, 2018](#)

Planning Commission Findings and Orders – Partition creating taxlot 2505

Final Partition Plat Map (P-05-2017)

Sales Contract

Addendum

ASHLAND PLANNING DIVISION
FINDINGS & ORDERS

PLANNING ACTION: PA-2016-00537
SUBJECT PROPERTY: 380 Clay Street
OWNER/APPLICANT: City of Ashland/ Dave Kanner, City Administrator
DESCRIPTION: A request for a minor Land Partition and Boundary Line Adjustment at 380 Clay Street to create three parcels by dividing the two existing parcels into a three parcel configuration.
COMPREHENSIVE PLAN DESIGNATION: Multifamily Residential; **ZONING:** R-2;
ASSESSOR'S MAP: 39 1E 11C **TAX LOTS:** 2500 & 2504

SUBMITTAL DATE:	March 22, 2016
DEEMED COMPLETE DATE:	April 6, 2016
STAFF APPROVAL DATE:	May 6, 2016
FINAL DECISION DATE:	May 18, 2016
APPROVAL EXPIRATION DATE:	November 18, 2016

DECISION

The subject properties are a combined 4.1 acres and are located east of Clay Street, south of Villard St., and east of Engle St. The properties include the original farm house and barn at 380 Clay Street and a public park located east of Engle Street. The application is for a land partition approval to divide the subject property into three parcels. Parcel labeled number one, the eastern most lot, will be 112,027 square feet. The middle lot, parcel number two, will be 33,730 square feet and parcel three is proposed to be 14,000 square feet. All of the proposed parcels exceed the R-2 zone's minimum 5,000 square foot lot size, comply with the dimensional requirements of the Unified Land Use Ordinance (ULUO).

Vehicular access to the new parcels will be determined through application of the Site Development and Design review associated with any future development proposals. As presented Villard Street and Engle Street each provide sufficient frontages to enable the development of each proposed parcel consistent with Ashland's access management standards relating to driveway spacing.

The proposed partition will provide for a 24 foot wide public access easement to connect the intersection of Villard and Engle Streets to McCall Drive with an alley extension upon development of Parcel 2. This new alley is consistent with the prior planning conditions of approval (PA 2013-00104):

4) That a 20-foot wide right-of-way for the completion of the McCall Drive alley improvements shall be provided for on final survey plat.

The proposed alley extension of McCall Drive will bisect Parcel 1 and 2, within a newly dedicated 24' right of way. Although the original condition of approval only stipulated a 20' right of way, the current proposal proposed a 24' width to allow for a turning radius within the ally that is more conducive to fire apparatus access. However it is anticipated that the actual paved alley width within this right of way will be the minimum necessary to comply with the alley street standard. As the final location of the alley, and relocation of utilities adjacent to it, will be installed in advance or in conjunction with the development of Parcel 2, the requisite Right of Way, and public utility easements necessary for their installation shall be indicated on the final survey plat. This future alley may also be utilized to provide

vehicular access to parcels 2 and 3.

Two existing accessory buildings are located on Parcel 2 as proposed (barns). The creation of this new parcel will necessitate the removal of these existing barns in the future event Parcel 2 is to be sold and under separate ownership of the home on parcel 3. Demolition of these structures may require a Demolition Permit unless they are declared to be dangerous under the Uniform Code for the Abatement of Dangerous Buildings.

Parcel 3 as proposed contains a 1053 square foot, vacant, dilapidated farmhouse (circa 1890). The home has experienced decades of differed maintenance, is in significant disrepair, and may ultimately need to be demolished to allow for residential use of the property. Additionally Parcel 3 includes a large Fremont Cottonwood (*Populus fremontii*) with an approximate breast height diameter of 72 inches. This tree was designated by the City as Tree of the Year for 2013. The application notes that this tree is to be retained as part of the minor land partition proposed. Tree was initially identified for preservation as part of the original annexation and subdivision approval (Planning Action #2009-00043). Therefore a condition is included in this approval to clarify that although the tree will be located on a parcel occupied by a single family home as a result of this partition, it shall not be considered eligible for the Exempt Tree Removal process, and would remain subject to Tree Removal Permit requirement if a future owner proposed removal.

The utilities necessary to service both parcels are available in the adjacent right-of-ways and will be installed at the time of the development of the parcels. Additionally, the sidewalks along Villard Street will be installed at the time of the Site Review for the Multi-family development and sidewalks along Engle Street will be installed along the frontage of the park property development. The utility and sidewalk installation is dependent on the final design of the multi-family development and the park development and those improvements are best installed at the time of those developments.

The City received limited public comments during the 14-day public comment period which were considered in evaluation of the partition request. Comments received related to potential traffic generation from the future development of the properties. Staff finds that the existing street facilities serving the properties are presently adequate to accommodate development of the site, provided Engle and Villard Street are ultimately improved to include sidewalks, and park rows, consistent with Ashland's Street Standards. The future development of Parcels 2 and 3 as presented in the application will require Site Review approval through separate planning applications, and will be required to improve their respective street frontages at that time. The partition proposal does not modify the zoning of the property and as such the existing R-2 multifamily zone residential density allowance remains unchanged. The original 10 acre property acquired by the City and the Housing Authority of Jackson County had a prior approval for a total of 117 units. In order to accommodate anticipated traffic generated from a 117 unit subdivision, the original approval triggered the installation of a turning lane at the intersection of Clay Street and Ashland Street to facilitate right hand turns and reduce vehicular stacking at this intersection. This turn lane was installed in conjunction with the 60 unit development referred to as Snowberry Brook. The total combined development capacity of Parcels 2 and 3 as presented is approximately 15-23 units (depending on density bonus requests that may be sought). Therefore the total anticipated housing development on

the 10 acre property is expected to be 75-83 units, which is substantially less than less than the originally approved 117 unit annexation. Given the street system was deemed to be adequate, with the turning lane improvement noted above, it is expected to be considered sufficient with the full build out of the remaining property at 380 Clay Street.

Upon review of the application and the applicable code requirements of the City of Ashland, the proposed minor land partition is approved with conditions listed below.

The criteria for a Preliminary Partition Plat are described in AMC Chapter 18.5.3.050, as follows:

- A. The future use for urban purposes of the remainder of the tract will not be impeded.*
- B. The development of the remainder of any adjoining land or access thereto will not be impeded.*
- C. The partition plan conforms to applicable City-adopted neighborhood or district plans, if any, and any previous land use approvals for the subject area.*
- D. The tract of land has not been partitioned for 12 months.*
- E. Proposed lots conform to the requirements of the underlying zone, per part 18.2, any applicable overlay zone requirements, per part 18.3, and any applicable development standards, per part 18.4 (e.g., parking and access, tree preservation, solar access and orientation).*
- F. Accesses to individual lots conform to the standards in section 18.4.3.080 Vehicle Area Design. See also, 18.5.3.060 Additional Preliminary Flag Lot Partition Plat Criteria.*
- G. The proposed streets, utilities, and surface water drainage facilities conform to the street design standards and other requirements in part 18.4, and allow for transitions to existing and potential future development on adjacent lands. The preliminary plat shall identify all proposed public improvements and dedications.*
- H. Unpaved Streets.*
 - 1. Minimum Street Improvement. When there exists a 20-foot wide access along the entire street frontage of the parcel to the nearest fully improved collector or arterial street, as designated in the Comprehensive Plan, such access shall be improved with an asphaltic concrete pavement designed for the use of the proposed street. The minimum width of the street shall be 20-feet with all work done under permit of the Public Works Department.*
 - 2. Unpaved Streets. The Public Works Director may allow an unpaved street for access for a land partition when all of the following conditions exist.*
 - a. The unpaved street is at least 20-feet wide to the nearest fully improved collector or arterial street. The City may require the street to be graded (cut and filled) to its standard physical width, and surfaced as required in chapter 18.4.6 prior to the signature of the final partition plat by the City.*
 - b. The centerline grade on any portion of the unpaved street does not exceed ten percent.*
 - c. The final elevation of the street shall be established as specified by the Public Works Director except where the establishment of the elevation would produce a substantial variation in the level of the road surface. In this case, the slope of the lot shall be graded to meet the final street elevation.*
 - d. Should the partition be on an unpaved street and paving is not required, the applicant shall agree to participate in the costs and to waive the rights of the owner of the subject property to remonstrate both with respect to the owners agreeing to participate in the cost of full street improvements and to not remonstrate to the formation of a local improvement district to cover such improvements and costs thereof. Full street*

improvements shall include paving, curb, gutter, sidewalks, and the undergrounding of utilities. This requirement shall be precedent to the signing of the final survey plat, and if the owner declines to so agree, then the application shall be denied.

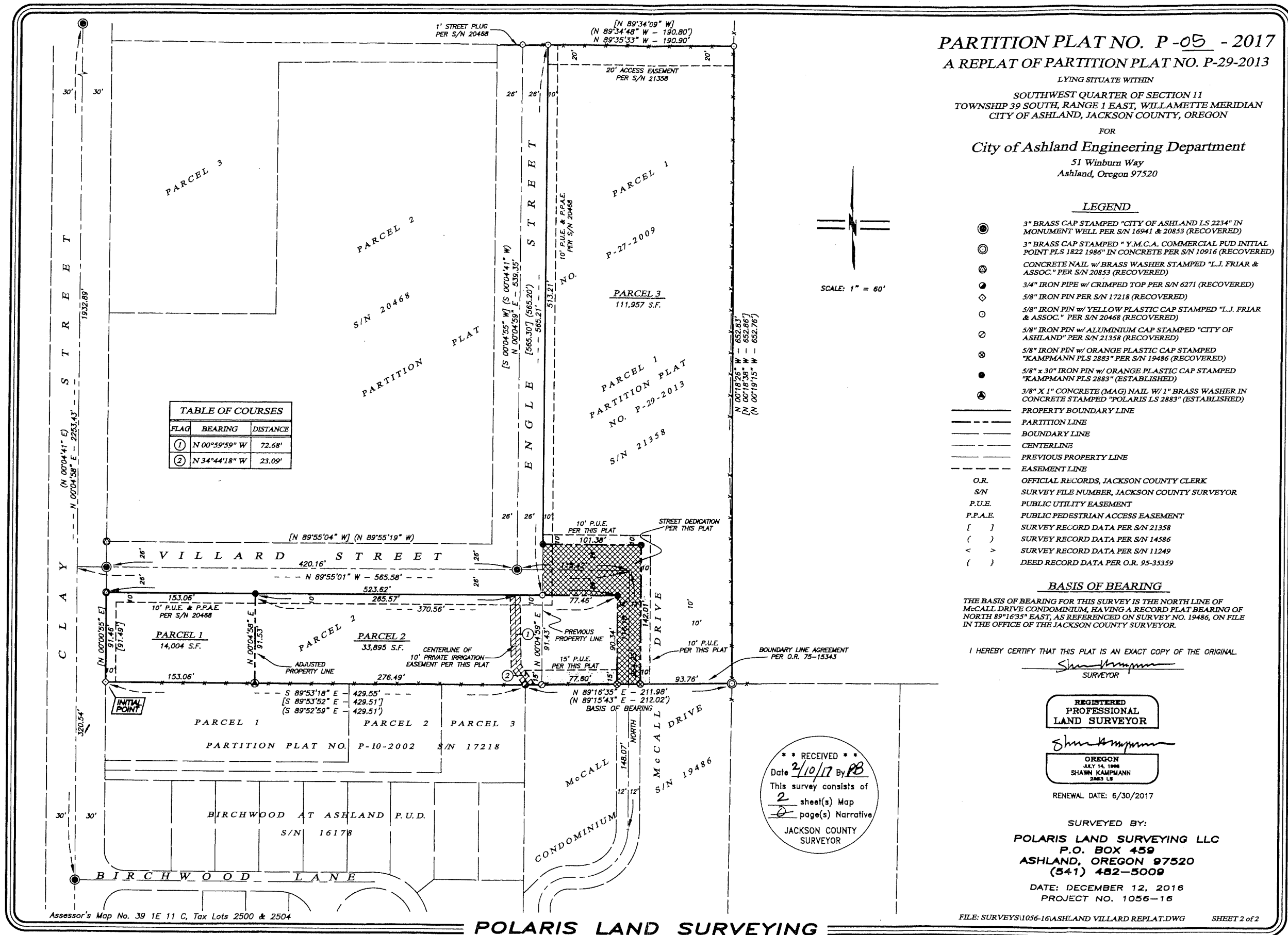
- I. Where an alley exists adjacent to the partition, access may be required to be provided from the alley and prohibited from the street.*
 - J. Required State and Federal permits, as applicable, have been obtained or can reasonably be obtained prior to development.*
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The application with the attached conditions complies with all applicable City ordinances. Planning Action 2016-00537 is approved with the following conditions. Further, if any one or more of the following conditions are found to be invalid for any reason whatsoever, then Planning Action 2016-00537 is denied. The following are the conditions and they are attached to the approval:

- 1) All proposals of the applicant shall be conditions of approval unless otherwise modified here.
- 2) That a final survey plat shall be submitted within 18 months of this approval and shall include the following:
 - a. All easements necessary for public utilities, reciprocal private utility, maintenance and access, and Talent Irrigation District , as required by the Ashland Engineering Division.
 - b. Adequate public right-of-way shall be dedicated, if applicable, for the completion of the McCall Drive alley improvements.
- 3) That the dedication of public right-of-way, or public pedestrian easement, as necessary to accommodate future sidewalk installation be provided at the time of future development of Parcel 1, Parcel 2 and Parcel 3.
- 4) That all applicable requirements outlined in Resolution 2011-006 shall be adhered to as part of this partition.
- 5) That a Demolition / Relocation Review Permit shall be applied for and approved prior to the removal of any structures unless otherwise exempt as a building declared to be dangerous under the Uniform Code for the Abatement of Dangerous Buildings
- 6) The 72 inch in diameter Fremont Cottonwood tree located on Parcel 3 shall be protected and preserved in accordance with the Tree Protection Plan approved per Planning Action 2009-00043. Any future proposal to remove this significant tree would be subject to a Tree Removal Permit and shall not be considered eligible for the Exempt Tree Removal process.
- 7) The owner of Parcel 3 shall remain responsible for the pruning and continual monitoring of the significant Fremont Cottonwood tree located on the property as required per PA-2009-00043.

Bill Molnar, Director
Department of Community Development

Date



**SALE AGREEMENT AND
RECEIPT FOR EARNEST MONEY**

DATE: February __, 2018

SELLER: City of Ashland
20 E. Main St.
Ashland, Oregon 97520
Attn: Adam Hanks

BUYER: Housing Authority of Jackson County
2251 Table Rock Rd.
Medford, OR 97501

Recital

Seller desires to sell to Buyer and Buyer desires to purchase from Seller certain real property with all improvements located on it commonly known as Tax Lot 2505 of Jackson County Assessor's Map No. 391E11C (the "Property"). The legal description will be supplied with the preliminary title report.

Agreement

Now, therefore, for valuable consideration, the parties agree as follows:

1. Sale and Purchase. Buyer agrees to purchase the Property from Seller and Seller agrees to sell the Property to Buyer for the sum of \$268,238 (the "Purchase Price").

2. Earnest Money. Seller hereby acknowledges receipt of the sum of \$N/A paid by Buyer as earnest money. The earnest money shall be applied to the Purchase Price on the Closing Date, as that term is defined below.

3. Payment of Purchase Price. The Purchase Price shall be paid as follows:

3.1 At closing, the earnest money shall be credited to the Purchase Price.

3.2 At closing, Buyer shall pay the balance of the purchase price in cash.

4. Closing. Closing shall take place on or before April 30, 2018 (the "Closing Date"), at the offices of First American Title, Medford, OR . Each party shall pay one-half of the escrow fee and any transfer, excise, or sales tax assessed on the sale or contemplated by this Agreement. Buyer shall pay the recording fees for recording this Agreement or a memorandum of it.

5. Preliminary Title Report. Within 10 days after full execution of this Agreement, Seller shall furnish to Buyer a preliminary title report showing the condition of title to the property, together with copies of all exceptions listed therein (the "Title Report"). Buyer will have 10 days from receipt of the Title Report to review the Title Report and to notify Seller, in writing, of Buyer's disapproval of any exceptions shown in the Title Report. Those exceptions not objected to by Buyer are referred to below as the "Permitted Exceptions." If Buyer notifies Seller of disapproval of any exceptions, Seller shall have 15 days after receiving the disapproval notice to either remove the exceptions or provide Buyer with reasonable assurances of the manner in which the exceptions will be removed before the transaction closes. If Seller does not remove the exceptions or provide Buyer with such assurances, Buyer may terminate this Agreement by written notice to Seller given within 15 days after expiration of such 15-day period, in which event the earnest money shall be refunded to Buyer and this Agreement shall be null and void.

6. Conditions

6.1 Buyer's obligation to purchase the Property is contingent on Buyer's approval of its physical inspections and studies of the Property, which may include, but shall not be limited to, environmental evaluations and surveys. Buyer shall have until the Closing Date to complete its physical inspections and studies of the Property.

6.2 Buyer and its agents shall have full access to the Property for the purpose of conducting Buyer's inspections. If Buyer is not satisfied, in its sole discretion, with the result of Buyer's inspections, Buyer may terminate this Agreement by written notice to Seller given at any time before the Closing Date set forth above, in which event the earnest money shall be refunded to Buyer. If Buyer fails to give any such notices of termination prior to such date, the respective condition will be deemed satisfied or waived. Buyer shall indemnify, hold harmless, and defend Seller from all liens, costs, and expenses, including reasonable attorney's fees and other costs of defense, arising from or relating to Buyer's, and Buyer's agents, activities on the Property. This

Agreement to indemnify, hold harmless, and defend Seller shall survive closing or any termination of this Agreement.

7. **Deed.** On the Closing Date, Seller shall execute and deliver to Buyer a statutory warranty deed, conveying the Property to Buyer, free and clear of all liens and encumbrances except the Permitted Exceptions.

8. **Title Insurance.** Within 15 days after closing, Seller shall furnish Buyer with an owner's policy of title insurance in the amount of the Purchase Price, standard form, insuring Buyer as the owner of the Property subject only to the usual printed exceptions and the Permitted Exceptions.

9. **Taxes; Pro Rates.** Real property taxes for the current tax year and other usual items shall be prorated as of the Closing Date.

10. **Possession.** Buyer shall be entitled to possession immediately upon closing.

11. **Seller's Representations.** Seller represents and warrants to Buyer as follows:

11.1 Seller has no knowledge and has received no written notice of any liens to be assessed against the Property.

11.2 Seller has no knowledge and has received no written notice from any governmental agency of any violation of any statute, law, ordinance, or deed restriction, rule, or regulation with respect to the Property.

11.3 Seller has no knowledge that the Property has ever been used for the storage or disposal of any hazardous material or waste. Seller has no knowledge of environmentally hazardous materials or wastes contained on or under the Property, and Seller has no knowledge that the Property has been identified by any governmental agency as a site upon which environmentally hazardous materials or wastes have been or may have been located or deposited.

11.4 All representations and warranties contained in this Agreement will survive closing and the conveyance of the Property to Buyer.

12. Binding Effect/Assignment Restricted. This Agreement is binding on and will inure to the benefit of Seller, buyer, and their respective heirs, legal representatives, successors, and assigns.

13. Remedies. TIME IS OF THE ESSENCE REGARDING THIS AGREEMENT. If the conditions described in Section 6 above are satisfied or waived by Buyer and the transaction does not thereafter close through no fault of Seller before the close of business on the Closing Date, Buyer shall forfeit the earnest money deposit to Seller as liquidated damages, and this Agreement shall be of no further effect, it being the intention of the parties that Buyer may forfeit the earnest money and be free of any further obligations under this Agreement. If Seller fails to deliver the deed described in Section 7 above on the Closing Date or otherwise fails to consummate the transaction, the earnest money will be refunded to Buyer, but acceptance by Buyer of the refund will not constitute a waiver of other remedies available to Buyer.

14. Attorney Fees. In the event action is instituted to enforce any term of this Agreement, the prevailing party shall recover from the losing party reasonable attorney fees incurred in such action as set by the trial court and, in the event of appeal, as set by the appellate courts.

15. Notices. All notices and communications in connection with this Agreement shall be given in writing and shall be transmitted by certified or registered mail, return receipt requested, to the appropriate party at the address first set forth above. Any notice so transmitted shall be deemed effective on the date it is placed in the United States mail, postage prepaid. Either party may, by written notice, and designate a different address for purposes of this Agreement.

16. Entire Agreement. This agreement sets forth the entire understanding of the parties with respect to the purchase and sale of the Property. This Agreement supersedes any and all prior negotiations, discussions, agreements, and understandings between the parties. This Agreement may not be modified or amended except by a written agreement executed by both parties.

17. Applicable Law. This Agreement shall be construed, applied, and enforced in accordance with the laws of the state of Oregon.

18. Acceptance. This Agreement shall be null and void unless accepted by Seller, by Seller's execution of it, on or before February 1, 2018.

19. Authority. The persons signing this Agreement on behalf of Buyer and Seller each, respectively, represent, covenant, and warrant that each has full right and authority to enter into this Agreement and to bind the party for whom such person signs 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 FORM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE GOVERNMENTAL 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 APPROVED USES, 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 195.33 SIX AND SECTIONS 5 TO 11, CHAPTER 42 FOUR, OREGON LAWS 2007, SECTIONS TWO TO 9 AND SEVENTEEN, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate as of the last date entered underneath the signatures below.

SELLER:

City of Ashland, Oregon

BUYER:

Housing Authority of Jackson County

By: _____

Title:

By: _____

Title:

Dated: _____, 2018

Dated: _____, 2018

ADDENDUM TO REAL ESTATE SALE AGREEMENT

This is an addendum to the Sale Agreement And Receipt For Earnest Money dated April ___, 2018.
Addendum No. 1.

Buyer: Housing Authority of Jackson County

Seller: City of Ashland

The real property is described as: Tax Lot 2505 of Jackson County Assessor's Map No. 391E11C

SELLER AND BUYER HEREBY AGREE THE FOLLOWING SHALL BE A PART OF THE REAL ESTATE SALE AGREEMENT REFERENCED ABOVE.

- a. This Agreement is contingent on obtaining financing in the amount of 50% of the purchase price for a period of 24 months at an interest rate of 7% or less.
- b. Contingent that there being no easement, right of way, lien, encumbrance, bankruptcy or other restriction existing now or prior to closing which would adversely affect the use of the Property by the Buyer for the purpose of providing affordable multifamily rental housing.
- c. Contingent on City services and utilities adequate for a housing project of the maximum density allowed for the site, including but not limited to: natural gas, power, phone, water, trash, cable, sanitary sewer, and storm sewer. Seller hereby certifies that all city services are adequate for such use at this time.
- d. Contingent on the Buyer or Buyer's lending institution to obtain a valuation appraisal satisfactory to Buyer. Appraisal must be at or above sales price. Buyer shall provide such appraisal report to Seller. Should Seller terminate this Purchase Agreement based upon the results of Appraisal Report, Seller shall reimburse Buyer for cost of said Appraisal.
- e. Contingent on the ability of the buyer to go forward with obtaining zoning adequate to develop Multi-Family Housing, or verification by the City of Ashland satisfactory to Buyer than the current zoning allows such use. Seller hereby certifies that adequate zoning is currently in place.
- f. Contingent on the buyer to obtain Environmental, Engineering, and Geotechnical Reports satisfactory to the Housing Authority Board of Directors.
- g. Contingent on the approval of the Housing Authority Board of Commissioners.
- h. Contingent upon Buyer's or Buyer's Lending Institution approval of preliminary title report of the subject property.
- i. Contingent upon buyer's satisfaction with the ability to obtain site plan approval to develop a multi-story multi-family housing project. Seller hereby certifies that there are currently no restrictions that would prohibit the development of a housing project in form substantially similar to the adjacent Snowberry Brook.
- j. Except for Seller's or Buyer's express written agreements and written representations contained herein, buyer is purchasing the property "as is" in its present condition and all defect apparent or not apparent.
- k. Seller shall provide Buyer all prior reports completed on the subject property including but not limited to: Environmental, Wetland or Vernal Pools, Geotechnical Engineering, Underground Storage Tank, Traffic Related, or Municipal Planning Reports. Seller represents and warrants to the best of Seller's ability that all known wetland issues associated with the property have been disclosed to the Buyer.
- l. Seller hereby represents and warrants to the best of Seller's ability that all known environmental

concerns, property contamination, landfills, dump sites, or storage of hazardous substances on the Property have been disclosed to the Buyer.

- m. Seller hereby represents and warrants that Buyer shall have no responsibility to construct any roadways adjacent to the property, including but not limited to an extension of McCall Drive to Villard Street, and an extension of Villard Street as necessary.
- n. Seller hereby represents that they will bear all costs of relocating a water line located under the 7,000 square foot home proposed to be transferred to the Housing Authority.
- o. Agreement is contingent on Buyer's ability to obtain the following Federal HOME Program Forms signed by Seller:
 - 1) Form 5A: Notice of Disclosure to Seller with Purchase Agreement
 - 2) Form 5C: Notice of Disclosure to Seller of Fair Market Value
 - 3) Form 5D: Seller's Occupancy Statement

Buyer Signature_____ Date_____, ____AM ____PM

Buyer Signature_____ Date_____, ____AM ____PM

Seller Signature_____ Date_____, ____AM ____PM

Seller Signature_____ Date_____, ____AM ____PM
