



AGENDA COVER MEMO

Memorandum Date: March 7, 2025

Order Date: March 11, 2025

TO: Board of County Commissioners

DEPARTMENT: Office of County Counsel

PRESENTED BY: Emily Vario, Assistant County Counsel

AGENDA ITEM TITLE: ORDER/In the Matter of Delegating Authority to the County Administrator to Sign a Purchase and Sale Agreement for the Acquisition of Real Property located at 99 East Broadway, Eugene, Oregon.

I. MOTION

Move for an Order Delegating Authority to the County Administrator to Sign a Purchase and Sale Agreement for the Acquisition of Real Property located at 99 East Broadway, Eugene, Oregon.

II. AGENDA ITEM SUMMARY

The Board is being asked to approve an order authorizing the County Administrator to sign a purchase and sale agreement to purchase a piece of real property located at 99 East Broadway, Eugene, Oregon.

III. BACKGROUND/IMPLICATIONS OF ACTION

A. Board Action and Other History

Lane County is responsible for housing the Lane County Courts, Lane County Sheriff's Office, and District Attorney's Office operations. Currently, these departments are housed within the Lane County Courthouse. The Courthouse has an insufficient amount, condition, and type of program space required to adequately accommodate these departments for their current operational needs.

Purchase of the 99 East Broadway building will provide the County an additional approximate 50,000-s.f. building in proximity to the Downtown Block. The

additional space will allow for a complete analysis of departments' programmatic needs and better utilization of current space within the buildings.

B. Policy Issues

Per Lane Manual Chapter 21 Real Property, the Board of County Commissioners has the final authority on all real property matters.

C. Board Goals

This transaction meets the strategic goal of Strategic Priority No.3, which is Robust Infrastructure.

D. Financial and/or Resource Considerations

The purchase price for this real estate transaction is two million, nine hundred fifty thousand dollars (\$2,950,000.00). Anticipated costs associated with due diligence are not anticipated to exceed seventy-five thousand dollars (\$75,000.00).

E. Health Implications

None.

F. Analysis

This transaction was discussed in detail in Executive Session on February 26, 2025, because acquiring real property requires negotiations to remain confidential until terms are finalized and ready for approval in a public meeting. The Purchase and Sale Agreement will be made available to the public once signed.

G. Alternatives/Options

1. Authorize the County Administrator to sign the Purchase and Sale Agreement.
2. Not authorize the County Administrator to sign the Purchase and Sale Agreement and direct staff to consider alternative real property sites.
3. Recommend an alternative solution.

IV. RECOMMENDATION

Staff recommends the County Administrator is authorized to sign the Purchase and Sale Agreement.

V. TIMING/IMPLEMENTATION

County Administrator will sign the Purchase and Sale Agreement, if authorized, when final.

VI. FOLLOW-UP

None.

VII. ATTACHMENTS

Board Order
Exhibit A

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 25-03-11-XX

In the Matter of Delegating Authority to the
County Administrator to Sign a Purchase
and Sale Agreement for the Acquisition of
Real Property Located at 99 East Broadway,
Eugene, Oregon

WHEREAS, the Board of Commissioners finds it is in the best interest of Lane County to purchase real property in Eugene, Oregon; and

WHEREAS, the Board of Commissioners finds the real property is a suitable location for the proposed relocation of departments housed within the Lane County Courthouse and the Public Service Building; and

WHEREAS, Lane Manual Chapter 21 provides the Board of County Commissioners has the final authority for all real property matters; and

NOW, THEREFORE, the Board of County Commissioners of Lane County **ORDERS** as follows:

1. The County Administrator is delegated authority to enter into, or out of, a Purchase and Sale Agreement for the acquisition of real property located at 99 East Broadway, Eugene, Oregon, as the County Administrator deems appropriate.

ADOPTED this 11th day of March, 2025.

David Loveall, Chair
Lane County Board of Commissioners

EXHIBIT A



For Sale

Downtown Office Building
99 E Broadway, Eugene Oregon

\$3,200,000

Evans
Elder
Brown &
Seubert

COMMERCIAL REAL ESTATE

EXHIBIT A



EXHIBIT A

Downtown Office Building

ADDRESS

99 E Broadway
Eugene, Oregon 97401

This investment opportunity at 99 E Broadway is situated in the heart of Eugene's downtown area. Since its construction in 1965, the building has been a landmark in Eugene's landscape, offering a variety of uses over its lifetime.

Spanning 51,114 square feet across four floors, this property provides a versatile canvas for strategic development and utilization. Whether it's retail space, corporate offices, or creative ventures, the possibilities are endless. With the added convenience of 34 secure parking spaces—a rare commodity in downtown Eugene—this asset ensures accessibility for tenants and employees.

PROPERTY DETAILS

- Year Built: 1965
- Zoned C-3 (Major Commercial)
- Fully Elevatored
- 34 secure parking spaces, including 2 ADA stalls
- Approximately 51,114 gross square feet:
- Approximately 43,062 rentable square feet:
 - 1st Floor: 10,454 RSF
 - 2nd Floor: 10,476 RSF
 - 3rd Floor: 11,590 RSF
 - 4th Floor: 10,542 RSF
 - Basement Parking Area: 18,399 SF

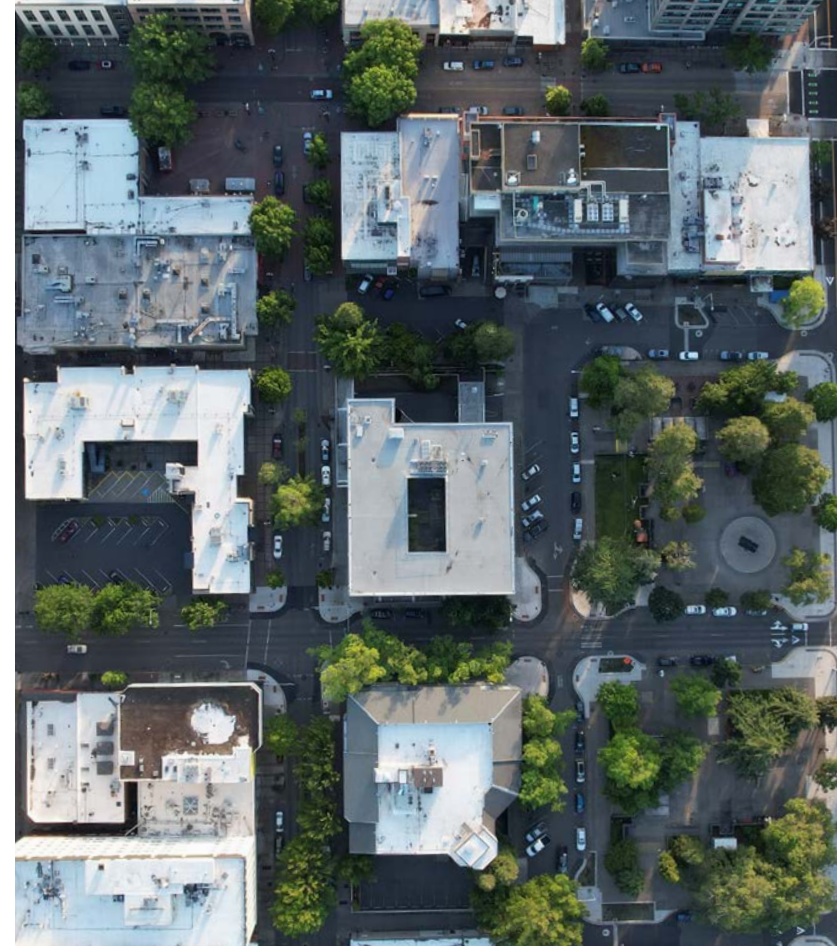


EXHIBIT A



Building Description

Originally constructed in the mid-1960s, 99 E Broadway has been thoughtfully remodeled and updated over the years, resulting in a functional and appealing office environment across its four floors. The entire building is ADA accessible.

Spanning approximately 10,454 rentable square feet, the ground floor features many private offices, open workspaces, a spacious reception area, and a building-wide breakroom. High ceilings and abundant natural light create a bright, welcoming space.

Covering roughly 10,476 rentable square feet, the second floor is designed for an open office environment. It includes a large private conference room, private offices, and multi-stall restrooms, providing a versatile space that supports both collaborative and private work needs.

The third floor is approximately 11,590 rentable square feet and offers private offices, a large conference area, an open work zone, and multi-stall restrooms. This floor's configuration supports both team-based work and individual tasks.

The fourth floor comprises approximately 10,542 rentable square feet, including abundant private offices, two open work areas, an open-air courtyard, and multi-stall restrooms. The open-air courtyard adds a unique element, enhancing the floor with natural light.

The basement level provides approximately 18,399 square feet of secure parking space for up to 34 vehicles, including two ADA-compliant spaces.

BUILDING CONSTRUCTION

99 East Broadway was constructed with reinforced concrete and steel framing. The structure is supported by a reinforced concrete footing system, with a slab-on-grade lower floor and concrete on steel-framed upper floors. The exterior comprises painted and unpainted concrete walls, with an aluminum storefront system. Windows are single-pane glazing in aluminum frames, and the building is topped with a low-slope built-up roof (BUR).

HVAC

Heating and cooling are provided by a central system that includes a 2,000 MBh gas-fired boiler (Benchmark, 2011) in the mechanical room and a 160-ton cooling tower (Carrier, 2002) on the roof. Stairwell heating is provided by electric wall-mounted space heaters with local thermostats.

ROOF

The roof is a built-up roof (BUR) system with a mineral-surface cap sheet. It includes perimeter parapet walls and decorative fascias finished with sheet metal coping. Roof penetrations include exhaust and ventilation flues, pipe vents, and electrical conduit.

Roof Type: BUR with mineral cap sheet

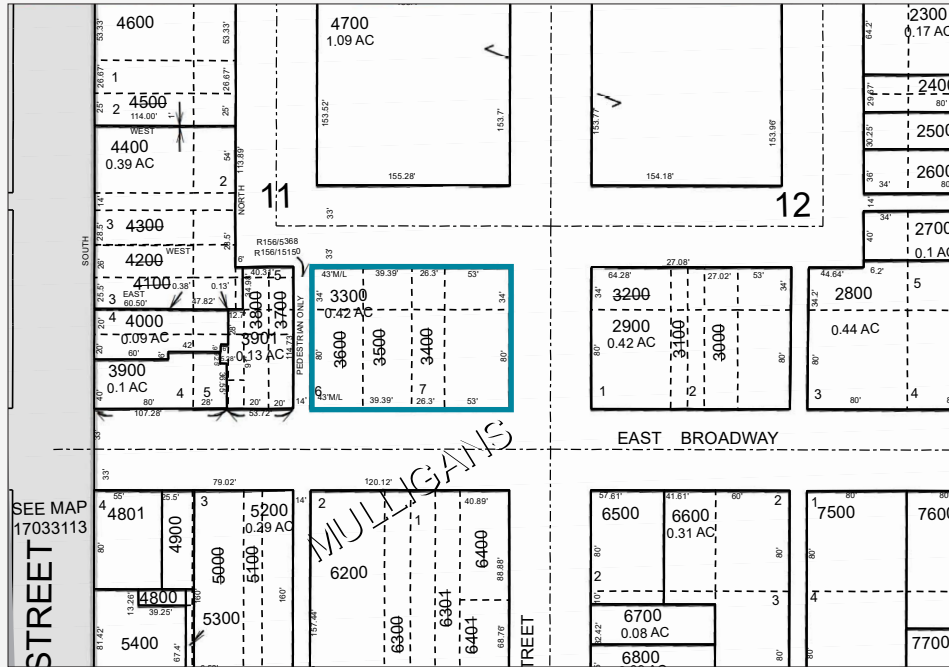
Approximate Area: 12,000 SF

Age: 9 years

Condition: Good

The roof is reported to be in good condition with no observed deficiencies. It was last replaced in 2012.

EXHIBIT A



Site Description

This property consists of one map & tax lot #, listed below:

Map & Tax Lot #: 17-03-31-14-03300 consisting of approximately 18,295 square feet of land (0.42 acres)

PROPERTY TAXES

2023 Real Property Taxes: \$36,286.49

ZONING

The property is zoned C-3 (Major Commercial)

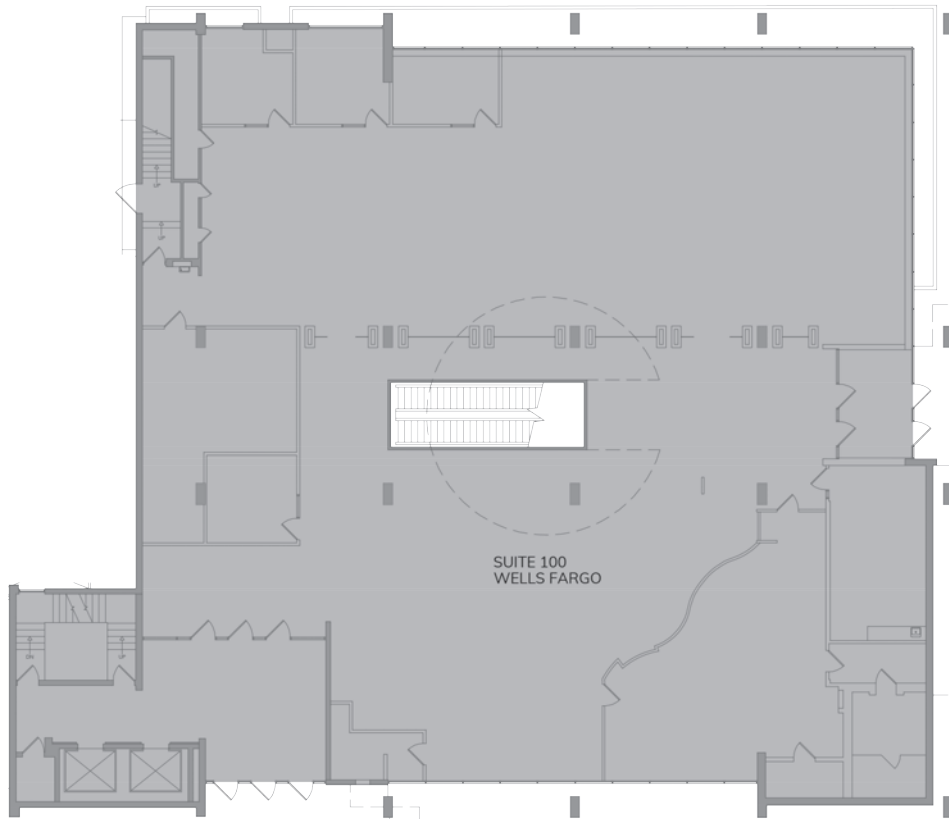
PARKING

There are 34 secured parking spaces on the basement level (including 2 ADA stalls)



EXHIBIT A

First Floor (10,454 RSF)



Second Floor (10,476 RSF)

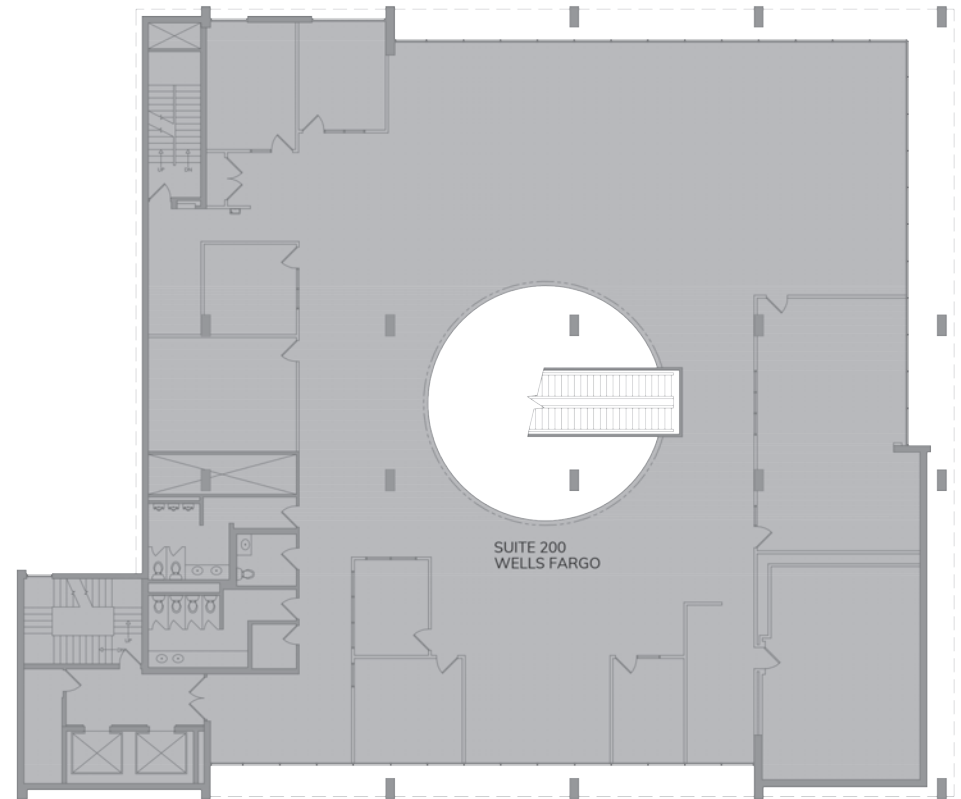


EXHIBIT A

Third Floor (11,590 RSF)



Fourth Floor (10,542 RSF)



EXHIBIT A

Photographs



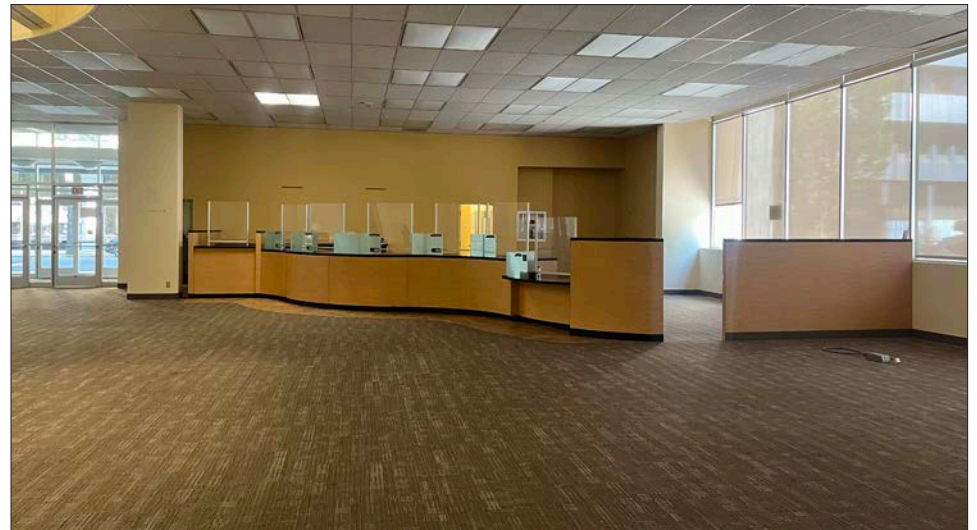
Fourth Floor Office & Courtyard



Secure 35 Car Parking Garage



Second Floor



First Floor Reception

Downtown Office Building

99 East Broadway
Eugene, Oregon

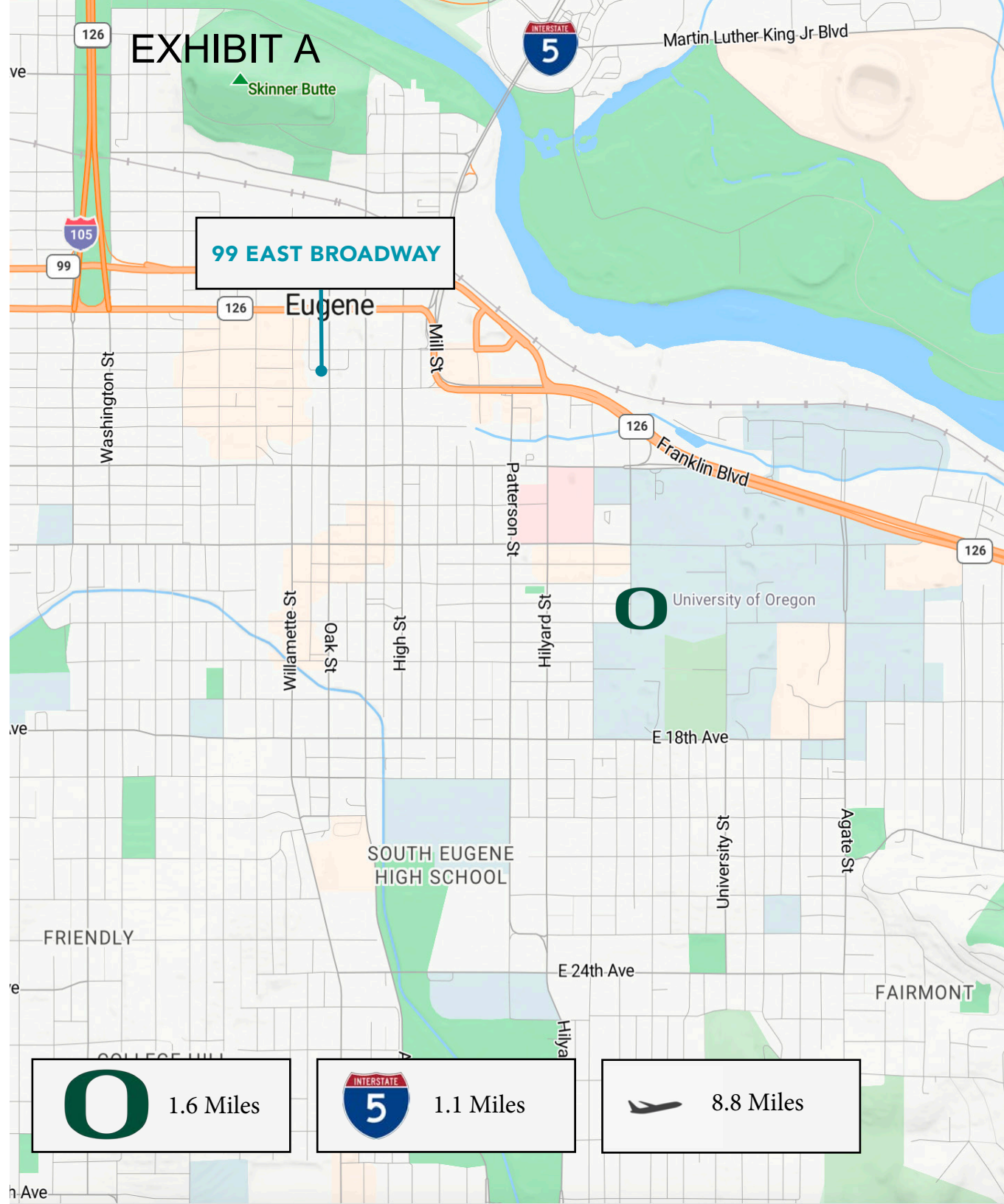
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Initial Agency Disclosure (OAR 863-015-215(4))

This pamphlet describes agency relationships and the duties and responsibilities of real estate licensees in Oregon. This pamphlet is informational only and neither the pamphlet nor its delivery to you may be construed to be evidence of intent to create an agency relationship.

Real Estate Agency Relationships

An "agency" relationship is a voluntary legal relationship in which a real estate licensee (the "agent") agrees to act on behalf of a buyer or a seller (the "client") in a real estate transaction. Oregon law provides for three types of agency relationships between real estate agents and their clients:

Seller's Agent — Represents the seller only;

Buyer's Agent — Represents the buyer only;

Disclosed Limited Agent — Represents both the buyer and seller, or multiple buyers who want to purchase the same property. This can be done only with the written permission of both clients.

The actual agency relationships between the seller, buyer and their agents in a real estate transaction must be acknowledged at the time an offer to purchase is made. Please read this pamphlet carefully before entering into an agency relationship with a real estate agent.

Duties and Responsibilities of an Agent Who Represents Only the Seller or Only the Buyer

Under a written listing agreement to sell property, an agent represents only the seller unless the seller agrees in writing to allow the agent to also represent the buyer. An agent who agrees to represent a buyer acts only as the buyer's agent unless the buyer agrees in writing to allow the agent to also represent the seller. An agent who represents only the seller or only the buyer owes the following affirmative duties to their client, other parties and their agents involved in a real estate transaction:

1. To exercise reasonable care and diligence;
2. To deal honestly and in good faith;
3. To present all written offers, notices and other communications in a timely manner whether or not the seller's property is subject to a contract for sale or the buyer is already a party to a contract to purchase;
4. To disclose material facts known by the agent and not apparent or readily ascertainable to a party;
5. To account in a timely manner for money and property received from or on behalf of the client;
6. To be loyal to their client by not taking action that is adverse or detrimental to the client's interest in a transaction;
7. To disclose in a timely manner to the client any conflict of interest, existing or contemplated;
8. To advise the client to seek expert advice on matters related to the transactions that are beyond the agent's expertise;
9. To maintain confidential information from or about the client except under subpoena or court order, even after termination of the agency relationship; and
10. When representing a seller, to make a continuous, good faith effort to find a buyer for the property, except that a seller's agent is not required to seek additional offers to purchase the property while the property is subject to a contract for sale. When representing a buyer, to make a continuous, good faith effort to find property for the buyer, except that a buyer's agent is not required to seek additional properties for the buyer while the buyer is subject to a contract for purchase or to show properties for which there is no written agreement to pay compensation to the buyer's agent.

None of these affirmative duties of an agent may be waived, except #10, which can only be waived by written agreement between client and agent.

Under Oregon law, a seller's agent may show properties owned by another seller to a prospective buyer and may list competing properties for sale without breaching any affirmative duty to the seller. Similarly, a buyer's agent may show properties in which the buyer is interested to other prospective buyers without breaching any affirmative duty to the buyer.

Unless agreed to in writing, an agent has no duty to investigate matters that are outside the scope of the agent's expertise.

Duties and Responsibilities of an Agent Who Represents More than One Client in a Transaction

One agent may represent both the seller and the buyer in the same transaction, or multiple buyers who want to purchase the same property only under a written "Disclosed Limited Agency" agreement, signed by the seller, buyer(s) and their agent.

When different agents associated with the same real estate firm establish agency relationships with different parties to the same transaction, only the principal broker (the broker who supervises the other agents) will act as a Disclosed Limited Agent for both the buyer and seller. The other agents continue to represent only the party with whom the agent already has an established agency relationship unless all parties agree otherwise in writing. The supervising principal broker and the agents representing either the seller or the buyer have the following duties to their clients:

1. To disclose a conflict of interest in writing to all parties;
2. To take no action that is adverse or detrimental to either party's interest in the transaction; and
3. To obey the lawful instruction of both parties.

An agent acting under a Disclosed Limited Agency agreement has the same duties to the client as when representing only a seller or only a buyer, except that the agent may not, without written permission, disclose any of the following:

1. That the seller will accept a lower price or less favorable terms than the listing price or terms;
2. That the buyer will pay a greater price or more favorable terms than the offering price or terms; or
3. In transactions involving one-to-four residential units only, information regarding the real property transaction including, but not limited to, price, terms, financial qualifications or motivation to buy or sell.

No matter whom they represent, an agent must disclose information the agent knows or should know that failure to disclose would constitute fraudulent misrepresentation. Unless agreed to in writing, an agent acting under a Disclosed Limited Agency agreement has no duty to investigate matters that are outside the scope of the agent's expertise.

You are encouraged to discuss the above information with the agent delivering this pamphlet to you. If you intend for that agent, or any other Oregon real estate agent, to represent you as a Seller's Agent, Buyer's Agent, or Disclosed Limited Agent, you should have a specific discussion with him/her about the nature and scope of the agency relationship. Whether you are a buyer or seller, you cannot make a licensee your agent without their knowledge and consent, and an agent cannot make you their client without your knowledge and consent.