



MEMORANDUM

EUGENE WATER & ELECTRIC BOARD

Rely on us.

TO: Commissioners Brown, Carlson, Mital, Simpson and Helgeson
FROM: Michael McCann, Generation Manager
Lisa McLaughlin, Environmental and Property Supervisor
DATE: April 25, 2018
SUBJECT: Resolution No. 1808 - Conveyance of Park Property to City of Eugene
OBJECTIVE: Board Action

Background

Resolution No. 1808 will authorize the conveyance of the park property that is adjacent to the Riverfront Redevelopment Property to the City of Eugene.

Requested Board Action

Approve Resolution No. 1808.

Redevelopment Site Boundary without ROFR Properties; with Access Easement and PLA Boundary



- Riverfront Redevelopment Site
- ROFR Properties
- City Park
- Access Easement
- Taxlots
- PLA (notices of approval 11/8/17)

Orthophotography: 2017
 Caution: This map is based on imprecise source data, subject to change, and for general reference only.



**RESOLUTION NO. 1808
MAY 2018**

**EUGENE WATER & ELECTRIC BOARD
CONVEYANCE OF PARK PROPERTY TO CITY OF EUGENE**

WHEREAS, the Eugene Water & Electric Board by and through the City of Eugene (“EWEB”) owns real property along the Willamette River in proximity to downtown Eugene fully described in Exhibit A (the “Park Property”),

WHEREAS, EWEB and the City of Eugene have executed a Memorandum of Understanding dated February 25, 2014 (the “2014 MOU”), attached as Exhibit B, expressing a mutual intention to have the Park Property preserved by the City of Eugene establishing a park for public use and enhancing access to the Willamette River frontage,

WHEREAS, EWEB has authority pursuant to ORS 271.330(3) to transfer real property for the creation of open space, parks or natural areas for perpetual public use,

WHEREAS, EWEB is able to preserve necessary property rights for its existing and planned utility infrastructure while also preserving the land for open space, park and natural areas by transfer to the City of Eugene,

NOW, THEREFORE, BE IT RESOLVED by the Eugene Water & Electric Board that:

Subject to the contingencies of the 2014 MOU, the General Manager or his delegee is directed to finalize the terms and conditions of the transfer of the Park Property to the City of Eugene for the creation of a park along the Willamette River for perpetual public use in accordance with ORS 271.330(3), reserving all rights necessary for EWEB’s existing and planned utility infrastructure, and thereafter execute all documents necessary to effect the transfer of the Park Property for the dedicated purpose.

Dated this 1st day of May 2018.

THE CITY OF EUGENE, OREGON
Acting by and through the
Eugene Water & Electric Board

President

I, ANNE M. KAH, the duly appointed, qualified, and acting Assistant Secretary of the Eugene Water & Electric Board, do hereby certify that the above is a true and exact copy of the Resolution adopted by the Board at its May 1, 2018 Board Meeting.

Assistant Secretary

**First Amendment to
MEMORANDUM OF UNDERSTANDING**

BETWEEN: The City of Eugene (City)

AND: Eugene Water and Electric Board (EWEB)

RECITALS

- A.** On March 9, 2012, City and EWEB entered into a Memorandum of Understanding ("the MOU") to continue collaboration with respect to redevelopment of the Riverfront Property.
- B.** In July 2013, the Eugene City Council adopted Ordinance No. 20513, implementing the land use components of the EWEB Riverfront Master Plan for the redevelopment of EWEB's twenty-seven acres of Downtown Riverfront Property. The adopted code provisions and the Master Plan identify a portion of the riverfront for cultural landscape and open space.
- C.** The parties desire that the portion of the Riverfront Property generally identified in Exhibit A, attached hereto, continues to be publicly owned and be developed and maintained as a public park for the use and enjoyment of the public ("park property").
- D.** Both parties recognize that development of the park property is intended to enhance public access to the riverfront as well as create a valuable amenity to adjacent future development. It is the intent that park property enhancements occur concurrent with the first private development of the adjacent Riverfront Property, or within five years, whichever is sooner.
- E.** The parties recognize that actual transfer of the park property would require parcelization and a legal description which would most appropriately occur once a developer(s) submit proposed designs. Consequently, the parties agree to defer defining the precise boundary between the park area and the developed area to a later date.
- F.** The parties therefore amend the previous MOU to provide certainty that the park property will remain in public ownership and set forth a general timeline for the future development of the park property, including but not limited to improved pathways, lighting, plantings, furnishings and interpretive amenities.

AGREEMENT


1. Contingent upon the appropriation of the necessary funds, City will fund not less than \$3 million of improvements to the riverfront park property consistent with the master plan. Contingent on the appropriation of that \$3 million, EWEB shall deed to City for a price of \$1.00 (one dollar) the approximately 3 acre park property generally identified in Exhibit A, and shall provide not less than \$500,000 to City for the maintenance of that park property. At EWEB's election, the \$500,000 may be paid over a period of up to 10 years (not less than \$50,000 per year), with the first payment made no later than the completion of the park development.

2. Appropriate easements, deed restrictions and covenants will be defined as necessary at the time of property transfer to help ensure park uses are consistent with the objectives of the master plan and for EWEB to retain sufficient utility and access easements.

CITY OF EUGENE

EUGENE WATER & ELECTRIC BOARD

By: _____


Jon R. Ruiz
City Manager

By: _____


Roger Gray
General Manager

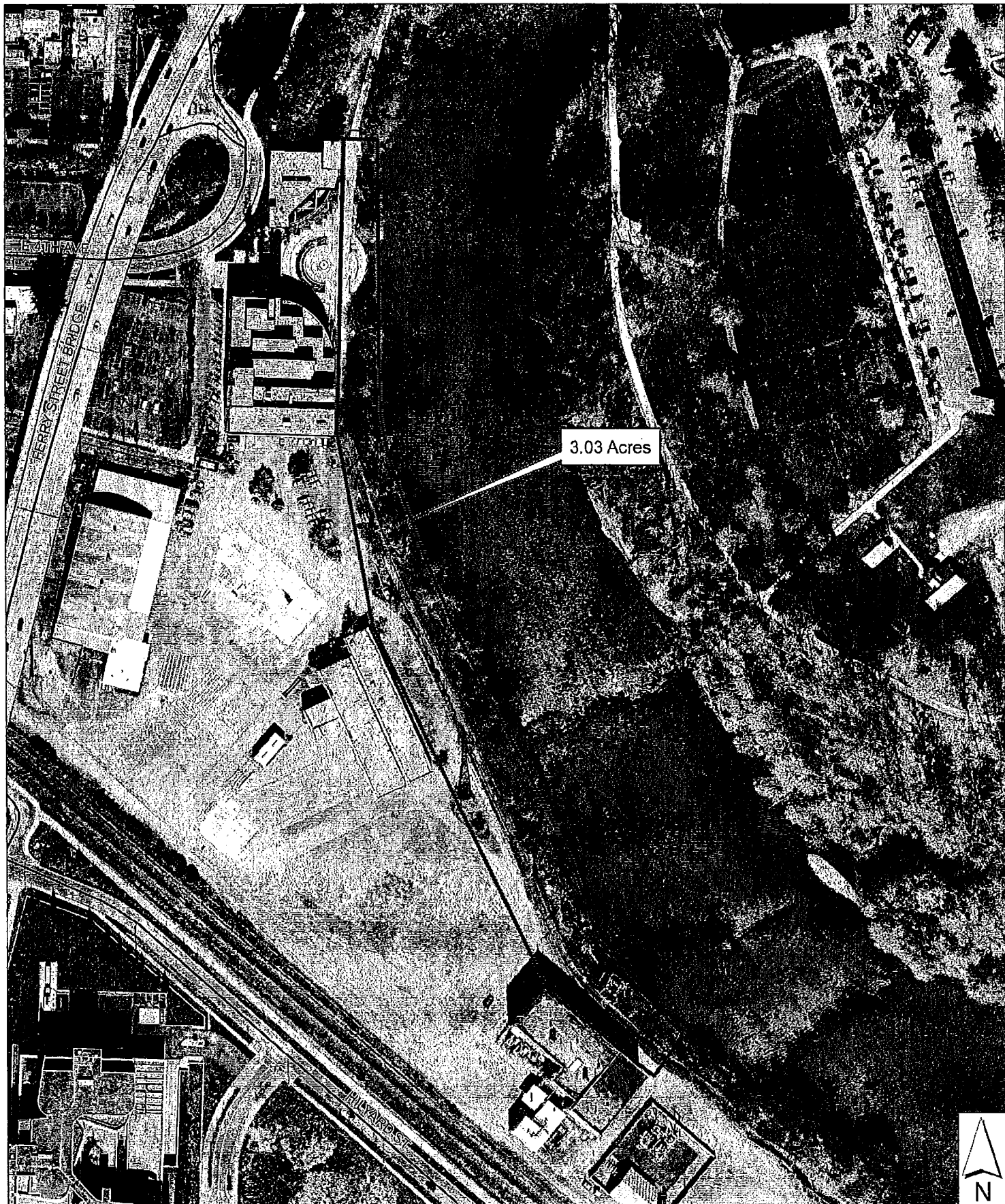
Date: _____

2/25/14

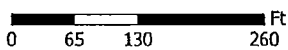
Date: _____

2.25.14

EXHIBIT A



Legend



Caution:
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<Map Date Here>

