

# LANE TRANSIT SPECIAL-PURPOSE DISTRICT OF OREGON (LTD) SPECIAL BOARD OF DIRECTORS MEETING AGENDA

Special Business Meeting Friday, November 14, 2025, 3:00 P.M. Next Stop Center | Eugene Station 1099 Olive St., Eugene, OR 97401

LTD Board Business meetings are available via web video stream. You can access the broadcast live day-of or any of our archived meetings at <a href="https://govhub.ompnetwork.org/">https://govhub.ompnetwork.org/</a>

A seven-member Board of Directors, appointed by the Governor of Oregon, governs LTD. Board members represent, and must live in, certain geographical subdistricts. The Board provides policy direction and collaborates with local elected officials on regional transportation planning.

Subdistrict	Description	Board Member
Subdistrict 1	East Springfield to McKenzie Bridge	Gino Grimaldi
Subdistrict 2	West Springfield	Michelle Webber, Vice
		President
Subdistrict 3	SE Eugene, Creswell, Cottage Grove and Lowell	Heather Murphy
Subdistrict 4	North Eugene (east of River Road) and Coburg	Kelly Sutherland
Subdistrict 5	Central and West Eugene	Pete Knox, Treasurer
Subdistrict 6	West Eugene, HWY 99, River Road and Junction City	Lawrence Green, Secretary
Subdistrict 7	Southwest Eugene, Veneta and Fern Ridge	Susan Cox, President

#### **MEETING AGENDA:**

1. **CALL TO ORDER & ROLL CALL**: Susan Cox (President), Michelle Webber (Vice President), Pete Knox (Treasurer), Lawrence Green (Secretary), Heather Murphy, Gino Grimaldi, Kelly Sutherland

#### 2. EXECUTIVE SESSION

ORS 192.660 (2)(e): To conduct deliberations with persons designated by the governing body to negotiate real property transactions.

#### 3. BOARD ACTION ITEMS

Hunsaker Sale Update: Amendment to Sale Agreement with YMCA

#### 4. ADJOURN BUSINESS MEETING

#### **UPCOMING MEETINGS:**

November 19, 2025 – November Board Meeting Glenwood Administrative Office 3500 E 17<sup>th</sup> Avenue, Eugene, OR 97478

December 17 - December Board Meeting Glenwood Administrative Office 3500 E 17th Avenue, Eugene, OR 97478

January 21 – January Board Meeting Glenwood Administrative Office 3500 E 17th Avenue, Eugene, OR 97478

The facility used for this meeting is wheelchair accessible. To request a reasonable accommodation or interpreter, including alternative formats of printed materials, please contact LTD's Administration office no later than 48 hours prior to the meeting at 541-682-5555 (voice) or 7-1-1 (TTY through Oregon Relay).



# Lane Transit District Agenda Item Summary (AIS)

Prepared By: Joe McCormack, Chief AIS Title: Hunsaker Sale Update: Amendment to Development Officer Sale Agreement with the YMCA

**Action:** Adoption of Resolution No. 2025-11-14-37, authorizing the CEO to execute an amendment to the Hunsaker Property Sale Agreement with YMCA.

**Agenda Item Summary:** The YMCA has requested an amendment to the existing Sale Agreement with LTD to temporarily pause the current due diligence period for up to six months. This pause would allow the YMCA additional time to pursue the removal of the existing overlay zoning restriction on the property, which currently limits building size to 18,000 square feet.

If the overlay zone is successfully removed during the pause, the remaining due diligence activities would resume. If the overlay zone is not removed, the purchase agreement would likely terminate.

The current due diligence period expires on November 17. Board authorization is needed before that date to approve the proposed amendment and pause.

#### **Attachments:**

- (1) First Amendment to Purchase and Sale Agreement YMCA | LTD
- (2) Resolution No. 2025-11-14-37

I certify that my Department Chief has reviewed and approved this AIS:

**Proposed Motion:** I move to adopt Resolution No. 2025-11-14-37, authorizing the CEO to execute an amendment to the Hunsaker Property Sale Agreement with the YMCA.

## FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

#### **PARTIES**:

LANE TRANSIT DISTRICT ("Seller")

YOUNG MEN'S CHRISTIAN ASSOCIATION OF EUGENE, an Oregon nonprofit corporation ("Purchaser")

<b>DATED</b> : November , 2025 ("Effective Date of the Control of the Co
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### **RECITAL:**

Seller and Purchaser are parties to a Purchase and Sale Agreement dated April 21, 2025 (the "Agreement"), wherein Seller agreed to sell and Purchaser agreed to purchase the Property, as defined in the Agreement. The Parties now desire to amend the Agreement, as further described herein (the "First Amendment").

#### **AGREEMENTS**:

#### 1. AMENDMENTS.

- 1.1 Exhibit A of the Agreement is deleted and replaced with Exhibit A of this First Amendment. To avoid any doubt, all references to the Property in the Agreement and this First Amendment shall mean the real property described in Exhibit A to this First Amendment.
  - 1.2 The following Section 5.5 is appended to the end of Paragraph 5.
  - "5.5 The Parties acknowledge that the Property is currently subject to a land use restriction limiting building sizes to no more than 18,000 square feet (the "Limitation"), which Limitation materially impairs Purchaser's ability to use and develop the Property as desired. As soon as feasible, Purchaser shall seek to remove the Limitation from the Property, at the Purchaser's sole expense. If Purchaser cannot obtain a final, non-appealable order or decision removing the Limitation by May 15, 2026, then Purchaser may, but is not obligated to, terminate the Agreement. Purchaser's right to terminate under this section will lapse on the date any order or decision removing the Limitation is final and non-appealable. If Purchaser obtains a final, non-appealable order or decision denying the removal of the Limitation, then the Agreement will automatically terminate. Upon any termination under this Section, all Earnest Money will be refunded to Purchaser (and Earnest Money notes will be cancelled) and the parties will have no further rights or obligations under the Agreement, except those rights or obligations that explicitly survive termination."

1.3 The first sentence of Section 5.1 of the Agreement is deleted and replaced with the following:

"Purchaser shall have until 90 days after the date any order or decision removing the Limitation is final and non-appealable (the "Contingency Period"), in which to conduct or have conducted, at its sole cost and expense, all physical inspections and other investigations of the Property as Purchaser deems necessary to enable Purchaser to approve all aspects of the Property, including without limitation surveys, engineering tests (including geotechnical), appraisals, audits and studies, including economic feasibility studies, zoning and land use entitlement determinations, proposed uses and environmental assessments (collectively, the "Inspections")."

By way of clarification, (a) Purchaser may still extend the Contingency Period two times as provided in Section 5.3 of the Agreement; (b) the amendment above does not count as a Contingency Period extension; and (c) Purchaser may, but is not required to, conduct Inspections on the Property while seeking the removal of the Limitation.

- 2. EFFECT. Except as set forth in this First Amendment, the Agreement shall remain in full force and effect.
- 3. COUNTERPARTS. This First Amendment may be signed in more than one counterpart, each of which will be deemed an original and all of which together will constitute one and the same instrument. Electronic signatures and copies of manual signatures delivered by pdf or facsimile shall be deemed to be original signatures and shall be binding upon the parties.

SELLER:
LANE TRANSIT DISTRICT
By:
Name:
Title:
PURCHASER:
YOUNG MEN'S CHRISTIAN ASSOCIATION
OF EUGENE
By:
Name:
Title:

#### **EXHIBIT A**

#### PROPERTY LEGAL DESCRIPTION

#### PARCEL 1:

Parcel 9 of that certain Bargain and Sale Deed recorded June 25, 2015, as Instrument No. 2015-030178, in Lane County Oregon Deeds and Records and described below:

Situated in the City of Eugene, Lane County, State of Oregon in the Northeast 1/4 of the Southeast 1/4 of Section 11, Township 17 South, Range 4 West of the Willamette Meridian and described as follows: Being a portion of the lands that are described in "Exhibit C" of that certain "Serial Property Line Adjustment Deed 8 of 10" that was recorded February 11, 2009 at Reception No. 2009-007036, Lane County Deeds and Records, State of Oregon; the perimeter of which portion is more particularly described as follows: Beginning at an angle point in the North line of said lands that lies on the South margin of Hunsaker Lane and also lies distant East 347.73 feet and South 20.00 feet from the 2 1/2" brass cap at the Southwest corner of the L. Poindexter Donation Land Claim; thence leaving said point of beginning and running along said South margin of Hunsaker Lane the following one numbered course: (1) East 292.40 feet to a point on said North line and South margin that lies North 138.13 feet from the Westernmost angle point in the East lines of said lands; thence leaving said North line and South margin and crossing said lands the following one numbered course: (2) South 138.13 feet to last said Westernmost angle point; thence along the Southernmost East line of said lands the following one numbered course: (3) South 132.80 feet to the Southeast corner of said lands; thence along the South lines of said lands the following three numbered courses: (4) West 108.06 feet to a point of tangent curvature to the left; (5) along said tangent curvature to the left, having a radius center that bears South 100.00 feet, a central angle of 16° 55' 20" and a long chord of South 81° 32' 20" West 29.43 feet, an arc length of 29.53 feet to a tangent line; and (6) along said tangent line South 73° 04' 40" West 88.91 feet to a point that lies on the East margin of River Road; thence along said East margin of River Road the following two numbered courses: (7) North 16° 55' 20" West 250.05 feet to a point of tangent curvature to the left; and (8) along said tangent curvature to the left, having a radius center that bears South 73° 04' 40" West 11509.16 feet, a central angle of 0° 15' 18" and a long chord of North 17° 02' 58" West 51.21 feet, an arc length of 51.21 feet to a point of transition from said East margin of River Road to the aforesaid South margin of Hunsaker Lane; and thence along said transition the following one numbered course: (9) North 53° 41' 21" East 21.88 feet returning to the point of beginning, in Lane County, Oregon.

ALSO: All of Parcel 7 as described in the above-mentioned Bargain and Sale Deed recorded June 25, 2015 as Reception No. 2015-030178 in the Lane County Deeds and Records lying North of the following described line: Commencing at the 2 1/2" brass cap at the Southwest corner of the L. Poindexter Donation Land Claim; thence East 267.47 feet to a point of nontangent curvature to the right on the centerline of River Road; thence along said centerline and non-tangent curve to the right, having a radius center that bears South 72° 34' 23" West 11,459.16 feet, a central angle of 00° 30' 18" and a long chord of South 17° 10' 28" East 100.97

feet, an arc length of 100.97 feet to a point of tangency; thence along said centerline, South 16° 55' 20" East 254.77 feet to a point; thence East 55.40 feet to a point on the Easterly right-of-way of River Road, said point being referenced by a 5/8" iron rod North 16° 55' 20" West, 10.81 feet and the true point of beginning of the described line; thence East 557.07 feet to a point 55 feet Easterly when measured at right angles to the East line of Parcel 1 of said Bargain and Sale Deed; thence South 2° 46' 34" East parallel to said East line, 228.59 feet to a point on the North right of way of Green Lane and there ending, in Lane County, Oregon.

#### PARCEL 2:

Parcel 10 of that certain Bargain and Sale Deed recorded June 25, 2015, as Instrument No. 2015-030178, in Lane County Oregon Deeds and Records and described below:

Situated in the City of Eugene, Lane County, State of Oregon in the Northeast 1/4 of the Southeast 1/4 of Section 11, Township 17 South, Range 4 West of the Willamette Meridian and described as follows: Being (a) all of the lands that are described in "Exhibit D" of that certain "Serial Property Line Adjustment Deed 8 of 10" that was recorded February 11, 2009 at Reception No. 2009-007036, Lane County Deeds and Records, State of Oregon, TOGETHER WITH (b) a portion of the lands that are described in "Exhibit C" of said "Serial Property Line Adjustment Deed 8 of 10"; the perimeter of which being more particularly described as follows: Beginning at the Northeast corner of said lands that are described in "Exhibit D" of "Serial Property Line Adjustment Deed 8 of 10" as said corner lies on the South margin of Hunsaker Lane and also lies distant East 809.44 feet and South 20.00 feet from the 2 1/2" brass cap at the Southwest corner of the L. Poindexter Donation Land Claim; thence leaving said point of beginning and said South margin of Hunsaker Lane along the following one numbered course: (1) along the East line of said lands that are described in "Exhibit D" South 2° 46' 34" East 271.25 feet to the Southeast corner of last said lands; thence along the South line of last said lands the following one numbered course: (2) West 182.45 feet to the Southwest corner of last said lands; thence along the Southernmost West line of last said lands the following one numbered course: (3) North 132.80 feet to the Westernmost angle point in said Southernmost West line; thence leaving said Southernmost West line and crossing said lands that are described in "Exhibit C" of "Serial Property Line Adjustment Deed 8 of 10" and along the Northerly extension of last called Southernmost West line the following one numbered course: (4) North 138.13 feet to a point that lies on the aforesaid South margin of Hunsaker Lane and on the North line of said lands that are described in "Exhibit C" of "Serial Property Line Adjustment Deed 8 of 10"; and thence along said South margin, the aforesaid North line of the lands that are described in "Exhibit C", and the North line of said lands that are described in "Exhibit D" the following one numbered course: (5) East 169.31 feet returning to the point of beginning, in Lane County, Oregon.

ALSO: All of Parcel 5 as described in the above-mentioned Bargain and Sale Deed recorded June 25, 2015 as Reception No. 2015-030178 in the Lane County Deeds and Records lying North of the following described line: Commencing at the 2 1/2" brass cap at the Southwest corner of the L. Poindexter Donation Land Claim; thence East 267.47 feet to a point of nontangent curvature to the right on the centerline of River Road; thence along said centerline and non-tangent curve to the right, having a radius center that bears South 72° 34' 23" West

11,459.16 feet, a central angle of 00° 30' 18" and a long chord of South 17° 10' 28" East 100.97 feet, an arc length of 100.97 feet to a point of tangency; thence along said centerline, South 16° 55' 20" East 254.77 feet to a point; thence East 55.40 feet to a point on the Easterly right-of-way of River Road, said point being referenced by a 5/8" iron rod North 16° 55' 20" West, 10.81 feet and the true point of beginning of the described line; thence East 557.07 feet to a point 55 feet Easterly when measured at right angles to the East line of Parcel 1 of said Bargain and Sale Deed; thence South 2° 46' 34" East parallel to said East line, 228.59 feet to a point on the North right of way of Green Lane and there ending, in Lane County, Oregon.

#### PARCEL 3:

Situated in the City of Eugene, Lane County, State of Oregon in the Northeast 1/4 of the Southeast 1/4 of Section 11, Township 17 South, Range 4 West of the Willamette Meridian and described as follows: Beginning at a point on the South margin of Hunsaker Lane, said point being East, 893.90 feet and South, 20.00 feet from the 2 1/2" brass cap at the Southwest corner of the L. Poindexter Donation Land Claim; thence South, 61.50 feet to a point of tangent curvature; thence 17.78 feet along a 150.00 foot radius curve to the left, through a central angle of 6° 47' 24" with a chord bearing South 03° 23' 42" East, 17.77 feet to a point of tangency; thence South 06° 47' 24" East, 26.47 feet to a point of tangent curvature; thence 10.19 feet along a 100.00 foot radius curve to the right, through a central angle of 05° 50' 12" with a chord bearing South 03° 52' 18" East, 10.18 feet to a point of reverse curvature to the left; thence 155.79 feet along a 1334.00 foot radius reverse curve to the left, through a central angle of 06° 41' 29" with a chord bearing South 04° 17' 56" East, 155.70 feet to a point of non-tangency; thence West, 87.86 feet; thence North 02° 46' 34" West, 271.25 feet to said South margin of Hunsaker Lane; thence along said South margin East, 84.46 feet, returning to the point of beginning, in Lane County, Oregon.

#### PARCEL 4:

Parcel 3 of that certain Bargain and Sale Deed recorded June 25, 2015, as Instrument No. 2015-030178, in Lane County Oregon Deeds and Records and described below:

Situated in the City of Eugene, Lane County, State of Oregon in the Northeast 1/4 of the Southeast 1/4 of Section 11, Township 17 South, Range 4 West of the Willamette Meridian and described as follows: Beginning at a point on the South margin of Hunsaker Lane, said point being East, 1023.44 feet and South, 20.00 feet from the 2 1/2" brass cap at the Southwest corner of the L. Poindexter Donation Land Claim; thence South 02° 46' 34" East, 271.25 feet; thence West, 126.14 feet to a point of non-tangent curvature; thence along a non-tangent curve to the right, having a radius center that bears North 82° 21' 20" East, 1334.00 feet, a central angle of 06° 41' 29" and a long chord of North 04° 17' 56" West, 155.70 feet, an arc length of 155.79 feet to a point of reverse curvature to the left; thence 10.19 feet along a 100.00 foot radius reverse curve to the left, through a central angle of 05° 50' 12" with a chord bearing North 03° 52' 18" West, 10.18 feet to a point of tangency; thence North 06° 47' 24" West, 26.47 feet to a point of tangent curvature; thence 17.78 feet along a 150.00 foot radius curve to the right, through a central angle of 6° 47' 24" with a chord bearing North 03° 23' 42" West, 17.77 feet to a point of tangency; thence North, 61.50 feet to said South margin of Hunsaker Lane; thence

along said South margin East, 129.54 feet, returning to the point of beginning, in Lane County, Oregon.

ALSO: All of Parcel 1 as described in the above-mentioned Bargain and Sale Deed recorded June 25, 2015 as Reception No. 2015-030178 in the Lane County Deeds and Records lying North and East of the following described line: Commencing at the 2 1/2" brass cap at the Southwest corner of the L. Poindexter Donation Land Claim; thence East 267.47 feet to a point of non-tangent curvature to the right on the centerline of River Road; thence along said centerline and non-tangent curve to the right, having a radius center that bears South 72° 34' 23" West 11,459.16 feet, a central angle of 00° 30' 18" and a long chord of South 17° 10' 28" East 100.97 feet, an arc length of 100.97 feet to a point of tangency; thence along said centerline, South 16° 55' 20" East 254.77 feet to a point; thence East 55.40 feet to a point on the Easterly right-of-way of River Road, said point being referenced by a 5/8" iron rod North 16° 55' 20" West, 10.81 feet and the true point of beginning of the described line; thence East 557.07 feet to a point 55 feet Easterly when measured at right angles to the East line of Parcel 1 of said Bargain and Sale Deed; thence South 2° 46' 34" East parallel to said East line, 228.59 feet to a point on the North right of way of Green Lane and there ending, in Lane County, Oregon.

EXCEPTING THEREFROM: All that portion described in Dedication of Public Right of Way, granted by Lane Transit District, an Oregon municipal corporation, to the City of Eugene, an Oregon municipal corporation, recorded June 24, 2020, Reception No. 2020-032379, Lane County Deeds and Records, in Lane County, Oregon.



#### **RESOLUTION NO. 2025-11-14-37**

## AUTHORIZING THE CEO TO EXECUTE AN AMENDMENT TO THE HUNSAKER PROPERTY SALE AGREEMENT WITH THE YMCA

WHEREAS, Lane Transit District ("LTD") and the Eugene Family YMCA ("YMCA") entered into a Purchase and Sale Agreement for the Hunsaker property on April 21, 2024; and

**WHEREAS**, the current due diligence period under that agreement is set to expire on November 17, 2025; and

WHEREAS, the YMCA has requested an amendment to the Sale Agreement to temporarily pause the due diligence period for up to six months to allow time to seek removal of the overlay zoning restriction on the property, which currently limits building size to 18,000 square feet; and

**WHEREAS**, if the overlay zoning restriction is successfully removed during the pause, the remaining due diligence activities will resume; and

**WHEREAS**, Board authorization is required for the Chief Executive Officer to execute this amendment prior to expiration of the current due diligence period;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of Lane Transit District hereby authorizes the Chief Executive Officer to execute the First Amendment to the Hunsaker Property Sale Agreement with the Eugene Family YMCA, substantially in the form presented to the Board.

ADOPTED BY THE LANE TRANSIT DISTRICT BOARD OF DIRECTORS ON THIS 14TH DAY OF NOVEMBER, 2025.

Susan Cox, Board President