



MINUTES
April 28, 2011, 5:30 PM
SPECIAL MEETING
CITY COUNCIL CHAMBERS, CITY HALL
29592 ELLENSBURG AVE
GOLD BEACH OR 97444

Call to order: Time: 5:30PM

1. The pledge of allegiance

2. Roll Call:

	Present	Absent
Mayor James Wernicke	X	
Council Position #1 Jeff Crook	X	
Council Position #2 Larry Brennan	X	
Council Position #3 Brice Gregory		X
Council Position #4 Doug Brand	X	
Council Position #5 Tamie Kaufman	X	
City Administrator Ellen Barnes	X	
Student Liaison Alayna Brand		X

3. Special Orders of Business:

There were none scheduled

4. Consent Calendar

There were no Consent Calendar items.

5. Citizens Comments

There were no citizen comments from the audience.

6. Public Hearing

There were no public hearings scheduled

7. Citizen Requested Agenda Items

No citizen requested agenda items were scheduled

8. Public Contracts and Purchasing

Easement agreement with county fairgrounds and school district for sewer pump station

City Administrator Ellen Barnes explained the purpose for the easements. There are three permanent and three temporary easements for work related to the waste water treatment plant improvements. Two of the easements are for a new pump house located jointly on the fairgrounds property and the school property. The other easement with the school is to construct a fence between the high school and the city. The temporary easements are for the construction period and the permanent

easements are to maintain the sewer facilities once completed. The school district has already signed the easements. The County Commissioners have not signed yet. They have requested that we sign the easements first. They will be meeting on Monday, May 2nd which is why we are having the special meeting tonight.

Councilor Tamie Kaufman asked CA Barnes who had written the easements. Barnes said our attorney had written them. Barnes said the survey had been completed by our engineers.

9. Ordinances & Resolutions

- a. Resolution R1011-33, sewer pump station easement with Curry County Fairgrounds and Central Curry School District

The Mayor asked if anyone was ready to make a motion.

MOTION

Councilor Tamie Kaufman made a motion to approve Resolution R1011-33, a resolution authorizing the City Administrator to execute easement agreements for construction work related to the waste water treatment plant improvement project. Councilor Doug Brand seconded.

Mayor Wernicke called for discussion or debate, hearing none, he called the vote.

Record of Vote	Ayes	Nayes	Abstain
Council Position #1 Jeff Crook	X		
Council Position #2 Larry Brennan	X		
Council Position #3 Brice Gregory	Absent		
Council Position #4 Doug Brand	X		
Council Position #5 Tamie Kaufman	X		
MOTION CARRIES UNANIMOUSLY			

10. Miscellaneous Items (including policy discussions and determinations)

No miscellaneous items were on the agenda

11. City Administrator's Report

CA Barnes announced we have a new Police Chief: Dixon Andrews. He has accepted but we that's as far as it has gone. We will be negotiating terms and start date soon. Brief discussion on Andrews.

12. Mayor and Council Member Comments

- a. Mayor James Wernicke
- b. Councilors
 - 1) Jeff Crook
 - 2) Larry Brennan
 - 3) Brice Gregory

- 4) Doug Brand
- 5) Tamie Kaufman
- c. Student Liaison, Alayna Brand

No Mayor and Councilor comments for this meeting.

13. Citizens Comments

Written requests as presented to the Mayor at the beginning of the meeting

14. Executive Session

The next regularly scheduled meeting of the Gold Beach City Council is Monday, May 9, 2011, at 6:30PM in the Council Chambers of City Hall, 29592 Ellensburg Avenue, Gold Beach, Oregon

MOTION

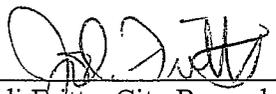
Councilor Larry Brennan made a motion to adjourn. Councilor Doug Brand seconded.

Mayor Wernicke called for discussion or debate, hearing none, he called the vote.

Record of Vote	Ayes	Nayes	Abstain
Council Position #1 Jeff Crook	X		
Council Position #2 Larry Brennan	X		
Council Position #3 Brice Gregory	Absent		
Council Position #4 Doug Brand	X		
Council Position #5 Tamie Kaufman	X		
MOTION CARRIES UNANIMOUSLY			

15. Adjourn Time: 5:37PM

Minutes approved by Council May 9, 2011



 Jodi Fritts, City Recorder



AGENDA
April 28, 2011, 5:30 PM
SPECIAL MEETING
CITY COUNCIL CHAMBERS, CITY HALL
29592 ELLENSBURG AVE
GOLD BEACH OR 97444

Call to order: Time: 530

1. **The pledge of allegiance**

2. **Roll Call:**

	Present	Absent
Mayor James Wernicke	X	
Council Position #1 Jeff Crook	X	
Council Position #2 Larry Brennan	X	
Council Position #3 Brice Gregory	absent	
Council Position #4 Doug Brand	X	
Council Position #5 Tamie Kaufman	X	
City Administrator Ellen Barnes	X	
Student Liaison Alayna Brand	—	

****NOTE:** *If you would like to address this governing body, please present a completed "Business from the Audience" request to the Mayor at this time. Your request will be added under the CITIZEN COMMENTS section of our agenda. Comments and participation from the audience will be limited to 5 minutes without redundancy.*

3. **Special Orders of Business:**

4. **Consent Calendar**
None scheduled

5. **Citizens Comments**
Citizen comments from the audience as presented to the Mayor

6. **Public Hearing**
None scheduled

7. **Citizen Requested Agenda Items**
None scheduled

8. **Public Contracts and Purchasing**
Easement agreement with county fairgrounds for sewer pump station *also school*

9. **Ordinances & Resolutions**
a. Resolution R1011-33, sewer pump station easement with Curry County Fairgrounds *and school*

10. **Miscellaneous Items (including policy discussions and determinations)**
11. **City Administrator's Report**
12. **Mayor and Council Member Comments**
 - a. Mayor James Wernicke
 - b. Councilors
 - 1) Jeff Crook
 - 2) Larry Brennan
 - 3) Brice Gregory
 - 4) Doug Brand
 - 5) Tamie Kaufman
 - c. Student Liaison, Alayna Brand

13. **Citizens Comments**

Written requests as presented to the Mayor at the beginning of the meeting

14. **Executive Session**

The next regularly scheduled meeting of the Gold Beach City Council is Monday, May 9, 2011, at 6:30PM in the Council Chambers of City Hall, 29592 Ellensburg Avenue, Gold Beach, Oregon

15. **Adjourn** **Time:** 5:37

The location of the hearing/meeting is accessible to the disabled. Advance notice is requested if special accommodations are needed. Call 541-247-7029 so that appropriate assistance can be provided. The City of Gold Beach is an affirmative action EEOE and complies with section 504 of the rehab act of 1973. Complaints of discrimination should be sent to: USDA, Attention Director, Office of Civil Rights, Washington, D.C. 20250-9419

POST: City Hall
 Post Office

EMAILED: Media

www.goldbeachoregon.gov

RESOLUTION R1011-33

*need to
change*

**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO
EXECUTE EASEMENT AGREEMENTS FOR CONSTRUCTION WORK
RELATED TO THE WASTE WATER TREATMENT PLANT IMPROVEMENT
PROJECT**

WHEREAS, The City of Gold Beach is in the process of upgrading its wastewater treatment plant; and

WHEREAS, the City has easement agreements with Curry County, the Curry County Fair Board, and the Central Curry School District for ~~sewer~~ facilities located on fairground property; and *school district*

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Gold Beach authorizes the City Administrator to execute the revised easement agreements attached as EXHIBITS to this resolution.

APPROVED BY:

James H. Wernicke, Mayor

ATTEST:

Jodi Fritts, City Recorder

MOTION FORM

WHO MADE THE MOTION: Tanie

MOTION: _____

approve 121011-33

SECOND: Doug

VOTE:

Councilor	AYE	NAY
Crook	X	
Brennan	X	
Gregory	absent	
Brand	X	
Kaufman	X	

WHO MADE THE MOTION: Larry

MOTION: _____

adjourn

SECOND: Doug

VOTE:

Councilor	AYE	NAY
Crook	X	
Brennan	X	
Gregory	absent	
Brand	X	
Kaufman	X	

After Recording Return to:
Ellen Barnes
City Administrator
City of Gold Beach
29592 Ellensburg Avenue
Gold Beach, Oregon 97444

Until a change is requested all tax statements
Shall be sent to the following address: No change

EASEMENT AGREEMENT

BETWEEN: Curry County and the Curry County Fair Board,
political subdivisions of the State of Oregon (Grantors)

AND: City of Gold Beach,
a municipal corporation (Grantee)

DATE: The latest date this agreement is executed by the parties.

AGREEMENT

1. **Grant of Easement.** In consideration of the mutual terms and conditions of this Easement Agreement, and subject to the limitations described in paragraph 3 of this Easement Agreement, Grantors grant and convey to Grantee and Grantee's successors and assigns, a perpetual, non-exclusive easement over, across, and under the following described real property (Easement Area):

That portion of a parcel of land owned by Grantors, as described in Deed Volume 32, Page 199 of the Official Deed Records of Curry County, located in the northeast quarter of Section 1, Township 37 South, Range 15 West of the Willamette Meridian, City of Gold Beach, Curry County, Oregon, being more particularly described as follows and depicted on the attached Exhibit A:

Beginning at the southwest corner of a parcel of land owned by the City of Gold Beach as adjusted by a property line adjustment survey being recorded as CS 37-448, said point marked by a 5/8-inch rebar with plastic cap which bears South 70° 01' 09" West 2080.96 feet from the northeast corner of said Section 1, marked by a brass cap monument;

Thence South 17° 48' 43" West 645.61 feet;

Thence South 5.72 feet to the north line of said parcel being the TRUE POINT OF BEGINNING;

Thence North 89° 58' 40" West 30 feet along said north line;

Thence South 24.30 feet;

Thence East 30 feet;

Thence North 24.29 feet to the point of beginning.

Grantee and Grantee's employees, agents, independent contractors, and invitees shall have a right of access over Grantors' property to the Easement Area to allow Grantee to exercise Grantee's rights pursuant to this Easement.

2. **Purpose.** Grantee, Grantee's employees, agents, independent contractors, and invitees shall use the Easement Area for construction, operation, maintenance, replacement, relocation, upgrade, and access purposes for a pump station, water lines, electrical power, service lines and all related appurtenances (collectively, "Facilities").

3. **Limitation on Location of Concrete Pad.** The parties agree that the concrete pad for the pump station will not extend into the southeast corner of the Easement Area beyond the boundary described as follows and depicted on the attached Exhibit B:

Beginning at the southwest corner of the Easement Area;

Thence East 7.92 feet to the TRUE POINT OF BEGINNING;

Thence North 45° 32' 32" East 30.94 feet to the eastern boundary of the Easement Area.

4. **Maintenance.** Grantee agrees to maintain and keep the Easement Area and Grantee's Facilities located within the Easement Area in good repair, except that Grantors shall be responsible for repairs of damage to the Facilities or Easement Area caused by the negligence or willful misconduct of Grantors or Grantors' employees, agents, contractors, licensees or invitees. Except as provided in paragraph 3 of this Easement Agreement, Grantee's maintenance obligation does not prevent Grantee from relocating, replacing, or demolishing Grantee's Facilities located within the Easement Area as Grantee deems appropriate.

5. **Security.** Grantee agrees to take such measures as Grantee deems appropriate to secure Grantee's Facilities located within the Easement Area. Appropriate security measures may include but are not limited to lighting, fencing, and locks.

6. **Abandonment.** If Grantee completely abandons or removes all Facilities located within the Easement Area, and Grantee's abandonment of the Easement Area continues for not less than one year, Grantors may notify Grantee in writing that if Grantee continues to abandon the Easement Area, this Easement Agreement will terminate and Grantee will be required to remove all Grantee's Facilities located within the Easement Area. If Grantee continues to abandon the Easement Area 30 days after Grantee receives the notice of abandonment from Grantors, this Easement Agreement will terminate and all Grantee's rights, title and interests in the Easement Area will revert back to Grantors. Upon termination of this Easement Agreement pursuant to this paragraph 6, Grantee agrees to remove all Grantee's Facilities from the Easement Area within a reasonable time and at Grantee's sole expense, unless otherwise agreed in writing by the parties.

7. **Assumption of Risk.** Each party assumes the risk associated with its use of the Easement Area, except that Grantee shall be solely responsible for all costs and expenses related to the construction, operation, maintenance, replacement, relocation or upgrade of the Facilities, except that Grantors shall be responsible for the costs of repair of the Facilities if the Facilities are damaged by the negligence or willful misconduct of Grantors or Grantors' employees, agents, contractors, licensees or invitees.

8. **Limitation on Grant of Easement.** This Easement is granted subject to all prior easements or encumbrances of record.

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IN WITNESS WHEREOF, the following officials, after proper authorization from their respective governing bodies, have executed this Easement Agreement as of the dates set forth below.

GRANTORS:

Curry County Board of Commissioners

Curry County Fair Board

Chairman
Date:_____

Chairman
Date:_____

Commissioner
Date:_____

Vice-Chairman
Date:_____

Commissioner
Date:_____

GRANTEE:

City of Gold Beach

Mayor
Date:_____

City Administrator
Date:_____

STATE OF OREGON)

) ss.

County of Curry)

This instrument was acknowledged before me on this ____ day of _____, 2011, by _____, _____, and _____, officials of the Curry County Board of Commissioners.

Notary Public for Oregon

STATE OF OREGON)
) ss.
County of Curry)

This instrument was acknowledged before me on this ____ day of _____, 2011, by _____ and _____, officials of the Curry County Fair Board.

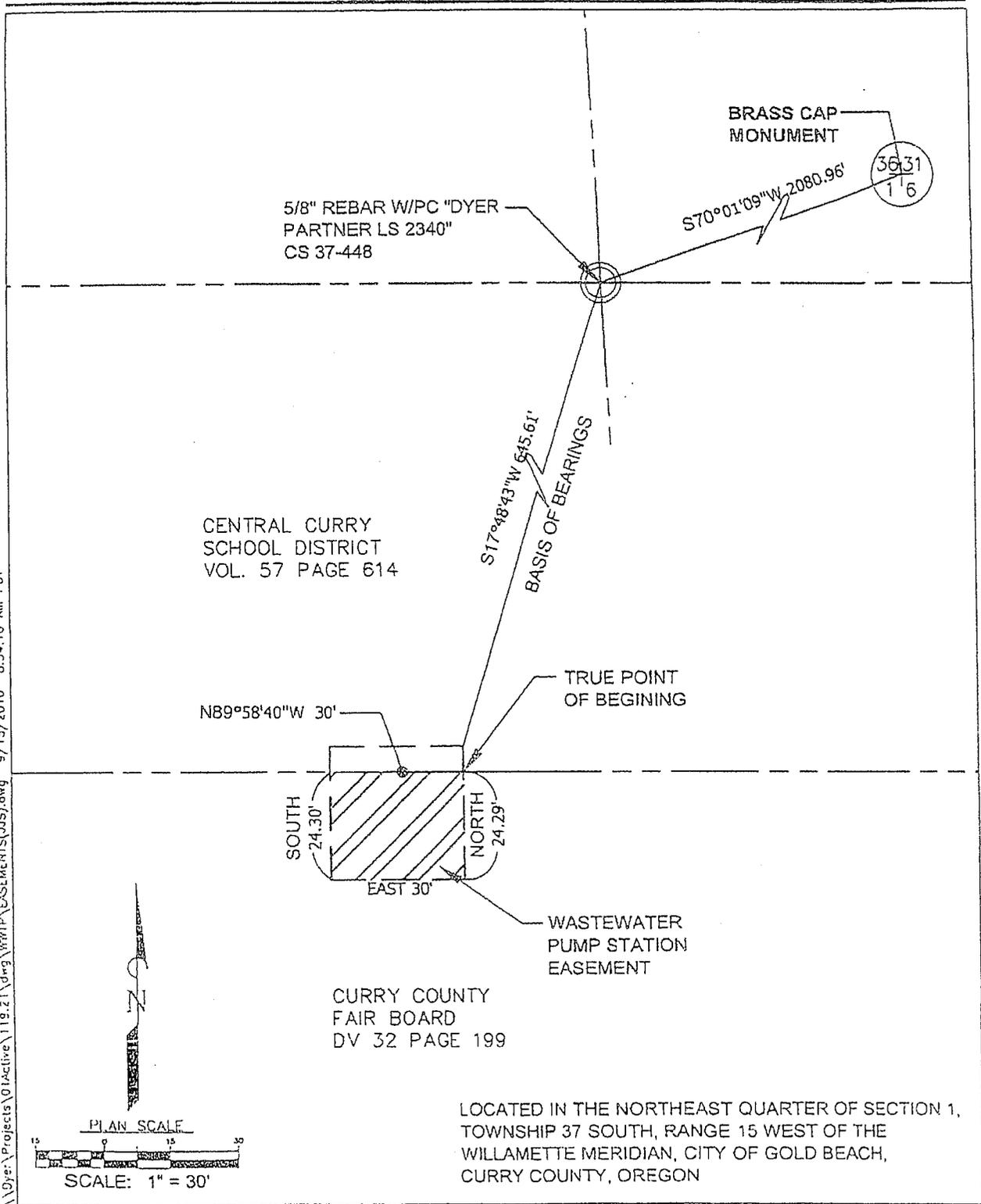
Notary Public for Oregon

STATE OF OREGON)
) ss.
County of Curry)

This instrument was acknowledged before me on this ____ day of _____, 2011, by James Wernicke, Mayor, and Ellen Barnes, City Administrator for the City of Gold Beach.

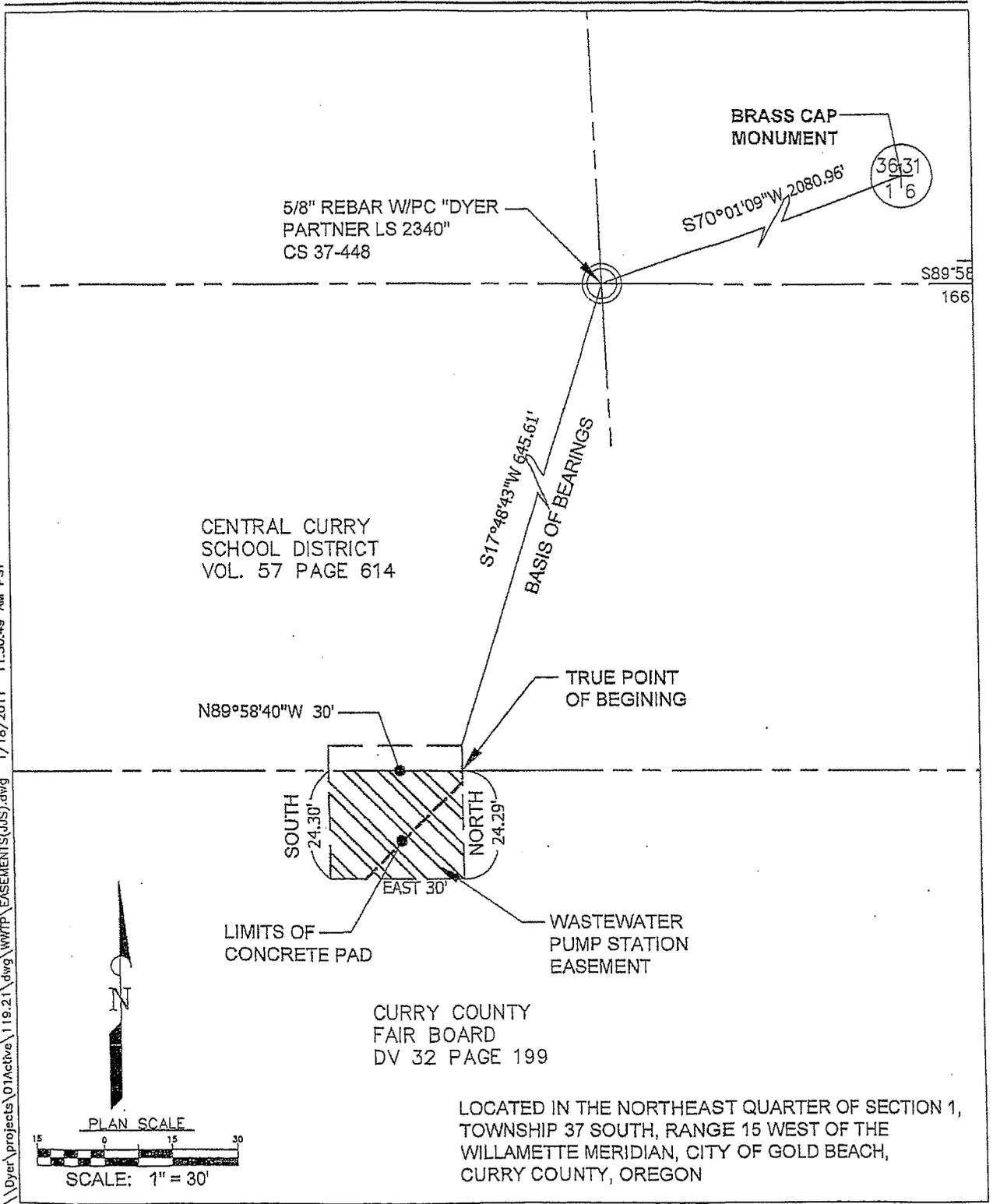
Notary Public for Oregon

EXHIBIT A



<p>THE DYER PARTNERSHIP ENGINEERS & PLANNERS, INC.</p>	<p>CITY OF GOLD BEACH WASTEWATER SYSTEM IMPROVEMENTS</p>	<p>FIGURE NO. 5A</p>
<p>DATE: MAY, 2010 PROJECT NO.: 119.21</p>	<p>EASEMENT MAP NO. 5A</p>	

EXHIBIT B



<p>THE DYER PARTNERSHIP ENGINEERS & PLANNERS, INC.</p>	<p>CITY OF GOLD BEACH WASTEWATER SYSTEM IMPROVEMENTS</p>	<p>FIGURE NO. 5A</p>
<p>DATE: APRIL, 2011 PROJECT NO.: 119.21</p>	<p>EASEMENT MAP NO. 5A</p>	

After Recording Return to:
Ellen Barnes
City Administrator
City of Gold Beach
29592 Ellensburg Avenue
Gold Beach, Oregon 97444

Until a change is requested all tax statements
shall be sent to the following address: No change

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

BETWEEN: Curry County and the Curry County Fair Board,
political subdivisions of the State of Oregon (Grantors)

AND: City of Gold Beach,
a municipal corporation (Grantee)

DATE: The latest date this agreement is executed by the parties.

AGREEMENT

1: **Grant of Easement.** In consideration of the mutual terms and conditions of this Temporary Construction Easement Agreement, and subject to the limitations described in paragraph 3 of this Temporary Construction Easement Agreement, Grantors grant and convey to Grantee and Grantee's successors and assigns, a temporary, non-exclusive easement over, across, and under the following described real property (Easement Area):

That portion of a parcel of land owned by Grantor, as described in Deed Volume 32, Page 199 of the Official Deed Records of Curry County, located in the northeast quarter of Section 1, Township 37 South, Range 15 West of the Willamette Meridian, City of Gold Beach, Curry County, Oregon, being more particularly described as follows and depicted on the attached Exhibit A:

Beginning at the southwest corner of a parcel of land owned by the City of Gold Beach as adjusted by a property line adjustment survey being recorded as CS 37-448, said point marked by a 5/8-inch rebar with plastic cap which bears South 70° 01' 09" West 2080.96 feet from the northeast corner of said Section 1, marked by a brass cap monument;

Thence South 21° 17' 12" West 665.24 feet to the north line of said parcel, being the TRUE POINT OF BEGINNING;

Thence South 39.12 feet;

Thence East 58.02 feet;

Thence North 39.10 feet to said north line;

Thence North 89° 58' 40" West 58.02 feet to the point of beginning.

2. **Purpose.** Grantee, Grantee's employees, agents, independent contractors, and invitees shall use the Easement Area for ingress, egress, staging area, and to perform all work and make such installations as are necessary for construction of a pump station and all related appurtenances (collectively, "Facilities").
3. **Limitation on Location of Concrete Pad.** The parties agree that the concrete pad for the pump station will not extend into the southeast corner of the Easement Area beyond the boundary described in paragraph 3 of the Easement Agreement attached as Exhibit B.
4. **Assumption of Risk.** Each party assumes the risk associated with its use of the Easement Area, except that Grantee shall be solely responsible for all costs and expenses related to the construction of the Facilities, except that Grantors shall be responsible for the costs of repair of the Facilities if the Facilities are damaged by the negligence or willful misconduct of Grantors or Grantors' employees, agents, contractors, licensees or invitees.
5. **Compliance with Laws.** Grantee agrees to comply with all laws and regulations applicable to the construction of the Facilities within the Easement Area.
6. **Hold Harmless.** Within the limits set by the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 to 30.300), Grantee agrees to indemnify, defend, and hold

Grantors harmless from any and all claims or demands arising from construction activities in the Easement Area undertaken by Grantee or Grantee's employees, agents, or independent contractors, except to the extent the claims or demands are attributable to the gross negligence or willful misconduct of Grantors or Grantors' employees, agents, contractors, licensees, or invitees.

7. Term. The term of this easement shall expire on December 31, 2012.

8. Limitation on Grant of Easement. This easement is granted subject to all prior easements or encumbrances of record.

IN WITNESS WHEREOF, the following officials, after proper authorization from their respective governing bodies, have executed this Temporary Easement Agreement as of the dates set forth below.

GRANTORS:

Curry County Board of Commissioners

Curry County Fair Board

Chairman

Date: _____

Chairman

Date: _____

Commissioner

Date: _____

Vice-Chairman

Date: _____

Commissioner

Date: _____

GRANTEE:

City of Gold Beach

Mayor

Date: _____

City Administrator

Date: _____

/ / / /

/ / / /

STATE OF OREGON)
) ss.
County of Curry)

This instrument was acknowledged before me on this ____ day of _____,
2011, by _____, _____, and
_____, officials of the Curry County Board of Commissioners.

Notary Public for Oregon

STATE OF OREGON)
) ss.
County of Curry)

This instrument was acknowledged before me on this ____ day of _____,
2011, by _____ and _____, officials of
the Curry County Fair Board.

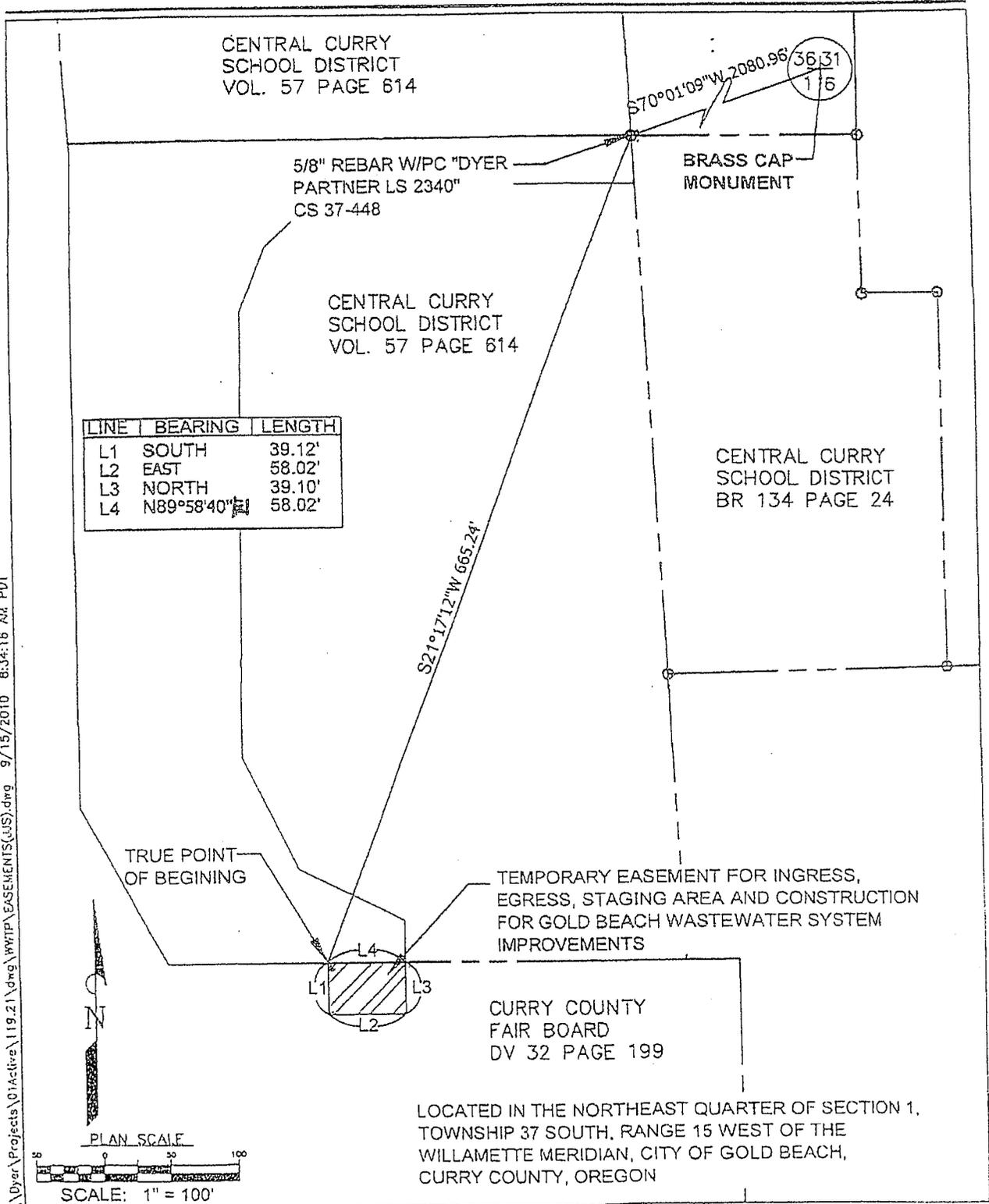
Notary Public for Oregon

STATE OF OREGON)
) ss.
County of Curry)

This instrument was acknowledged before me on this ____ day of _____,
2011, by James Wernicke, Mayor, and Ellen Barnes, City Administrator for the City of
Gold Beach.

Notary Public for Oregon

EXHIBIT A



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THE DYER PARTNERSHIP ENGINEERS & PLANNERS, INC.	CITY OF GOLD BEACH WASTEWATER SYSTEM IMPROVEMENTS	FIGURE NO. 4A
	DATE: MAY, 2010 PROJECT NO.: 119.21	

After Recording Return to:
Ellen Barnes
City Administrator
City of Gold Beach
29592 Ellensburg Avenue
Gold Beach, Oregon 97444

Until a change is requested all tax statements
shall be sent to the following address: No change

EASEMENT

BETWEEN: Central Curry School District,
a political subdivision of the State of Oregon (Grantor)

AND: City of Gold Beach,
a municipal corporation (Grantee)

DATE: March 2, 2011

AGREEMENT

1. **Grant of Easement.** Grantor grants and conveys to Grantee and Grantee's successors and assigns, a perpetual, non-exclusive easement over, across, and under the following described real property (Easement Area):

Those portions of certain parcels of land owned by Grantor, as described in those deeds recorded in Volume 57, Page 618 and Volume 64, Page 585 of the Official Deed Records of Curry County, both of which were adjusted by a property line adjustment

survey recorded as CS 37-449 Survey Records of Curry County, being located in the northeast quarter of Section 1, Township 37 South, Range 15 West of the Willamette Meridian, City of Gold Beach, Curry County, Oregon, depicted on the attached Exhibit A and more particularly described as follows:

Beginning at the southeast corner of a parcel of land owned by the City of Gold Beach described in Volume 36, Page 473 of the Official Deed Records of Curry County as adjusted by a property line adjustment survey being recorded as CS 37-448, said point marked by a 5/8-inch rebar with plastic cap which bears North 89° 58' East 171.64 feet from the southwest corner of said parcel marked by a 5/8-inch rebar with plastic cap, said line being Basis of Bearings;

Thence North 56.80 feet along the east line of said parcel owned by the City of Gold Beach to the south line of said parcel owned by Central Curry School District described in Volume 64, Page 585, being the TRUE POINT OF BEGINNING;

Thence East 14.83 feet along the south line of said parcel owned by Central Curry School District described in Volume 64, Page 585;

Thence North 01° 27' 38" West 235.16 feet;

Thence North 84° 27' 30" West 8.89 feet to the adjusted property line per CS 37-449;

Thence South 235.94 feet along said adjusted property line to the point of beginning

(Bearings and distances are based on Survey CS 37-449, Curry County Survey Records)

Grantee and Grantee's employees, agents, independent contractors, and invitees shall have a right of access over Grantor's property to the Easement Area to allow Grantee to exercise Grantee's rights pursuant to this easement.

2. **Purpose.** Grantee, Grantee's employees, agents, independent contractors, and invitees shall use the Easement Area for maintenance, repair, replacement, upgrade, and access purposes for a chain link security fence and all related appurtenances

3. **Assumption of Risk.** Each party assumes the risk associated with its use of the Easement Area, except that Grantee shall be solely responsible for all costs and expenses related to the maintenance, repair, replacement, or upgrade of the chain link fence, unless the fence is damaged by the negligence of Grantor or Grantor's employees, agents, contractors, licensees or invitees.

4. Limitation. This easement is granted subject to all prior easements or encumbrances of record.

IN WITNESS WHEREOF, the officials of the Central Curry School District, after proper authorization from their governing body, have executed and delivered this Easement as of the date first set forth above.

GRANTOR:

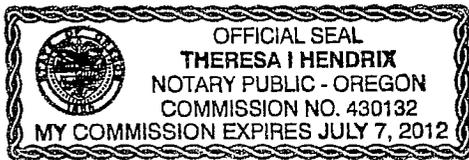
Central Curry School District

By: J. Davis
Title: Superintendent

By: _____
Title: _____

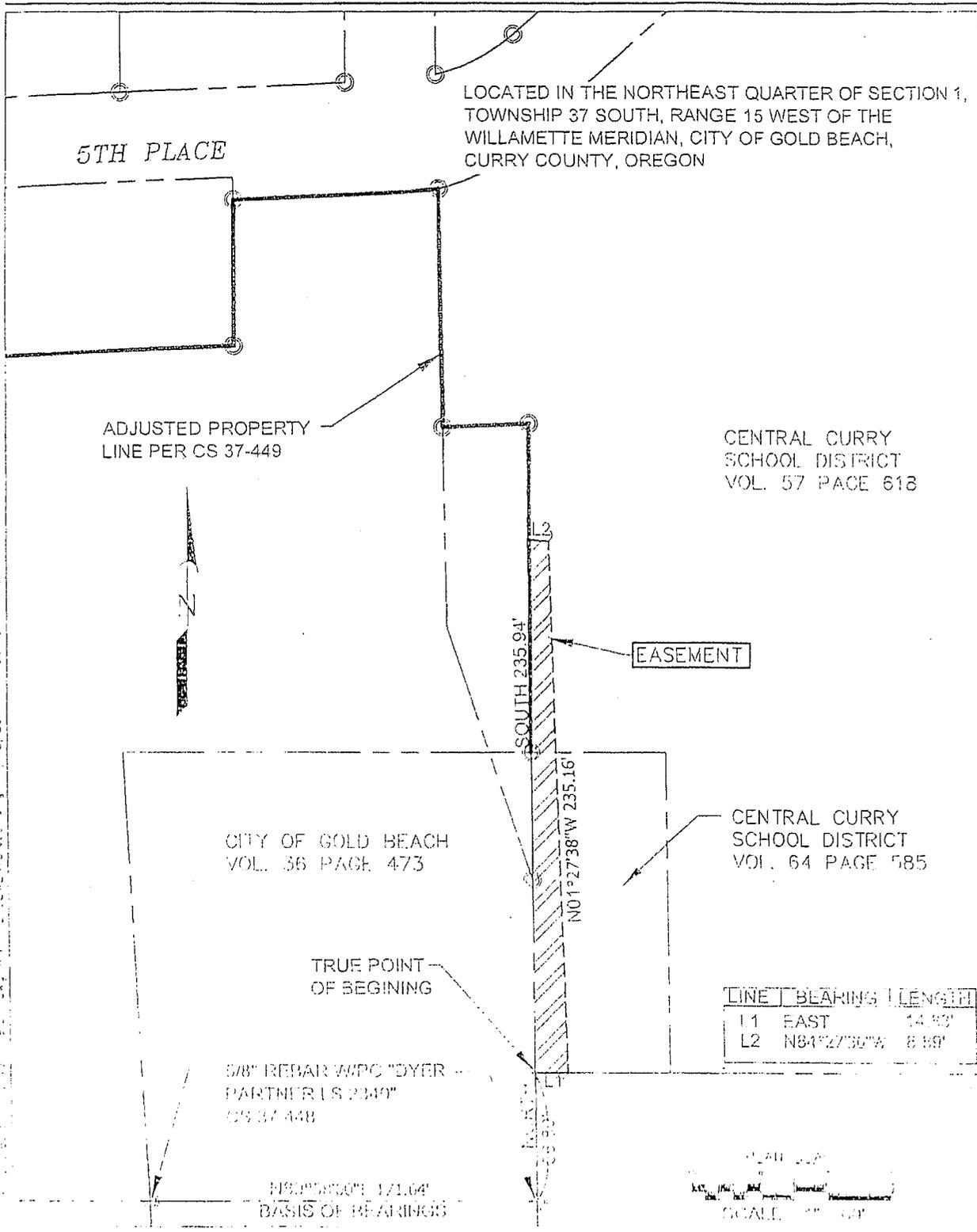
STATE OF OREGON)
) ss.
County of Curry)

This instrument was acknowledged before me on this 2nd day of March, 2011, by Jeff Davis and _____, officials of the Central Curry School District.



Theresa I Hendrix
Notary Public for Oregon

EXHIBIT A



THE DYER PARTNERSHIP
ENGINEERS & PLANNERS, INC.
DATE: JANUARY, 2011
PROJECT NO.: 119.21

CITY OF GOLD BEACH
WASTEWATER SYSTEM IMPROVEMENTS
EASEMENT MAP NO. 6

After Recording Return to:
Ellen Barnes
City Administrator
City of Gold Beach
29592 Ellensburg Avenue
Gold Beach, Oregon 97444

Until a change is requested all tax statements
shall be sent to the following address: No change

TEMPORARY CONSTRUCTION EASEMENT

BETWEEN: Central Curry School District,
a political subdivision of the State of Oregon (Grantor)

AND: City of Gold Beach,
a municipal corporation (Grantee)

DATE: 12/8, 2010

EASEMENT

1. **Grant of Easement.** Grantor grants and conveys to Grantee and Grantee's successors and assigns, a temporary, non-exclusive easement over, across, and under the following described real property (Easement Area):

That portion of a parcel of land owned by Grantor, as described in that deed recorded in Volume 57, Page 614 of the Official Deed Records of Curry County, located in the northeast quarter of Section 1, Township 37 South, Range 15 West of the Willamette

Meridian, City of Gold beach, Curry County, Oregon, depicted on the attached Exhibit A and more particularly described as follows:

Beginning at the southwest corner of a parcel of land owned by the City of Gold Beach as adjusted by a property line adjustment survey being recorded as CS 37-448, said point marked by a 5/8-inch rebar with plastic cap which bears South 70° 01' 09" West 2080.96 feet from the northeast corner of said Section 1, marked by a brass cap monument, said line being Basis of Bearings;

Thence South 89° 58' West 421.72 feet;

Thence South 502.04 feet;

Thence South 28° 19' 05" East 133.55 feet to the south line of said parcel;

Thence East 116.88 feet along the said south line;

Thence South 89° 58' 40" East 58.02 feet along said south line;

Thence North 31.17 feet,

Thence North 63° 19' 10" West 87.21 feet,

Thence North 25° 12' 56" West 93.69 feet;

Thence North 0° 40' 21" East 334.59 feet;

Thence North 21° 13' 59" East 52.29 feet;

Thence North 45° 55' 49" East 65.37 feet;

Thence East 233.27;

Thence North 02° 49' 59" West 36.05 feet to the point of beginning.

2. Purpose. Grantee, Grantee's employees, agents, independent contractors and invitees shall use the Easement Area for ingress, egress, staging area, and to perform all work and to make such installations as are necessary for construction of a pump station and all related appurtenances.

3. Assumption of Risk. Each party assumes the risk associated with its use of the Easement Area, except that Grantee shall be solely responsible for all costs and expenses related to the construction of the pump station, unless the pump station is

damaged by the negligence of Grantor or Grantor's employees, agents, contractors, licensees, or invitees.

4. Term. The term of this easement shall expire on December 31, 2012.

5. Limitation. This easement is granted subject to all prior easements or encumbrances of record.

IN WITNESS WHEREOF, the officials of the Central Curry School District, after proper authorization from their governing body, have executed and delivered this Easement as of the date first set forth above.

GRANTOR:

Central Curry School District

By: Jeff Davis
Title: SUPERINTENDENT

By: _____
Title: _____

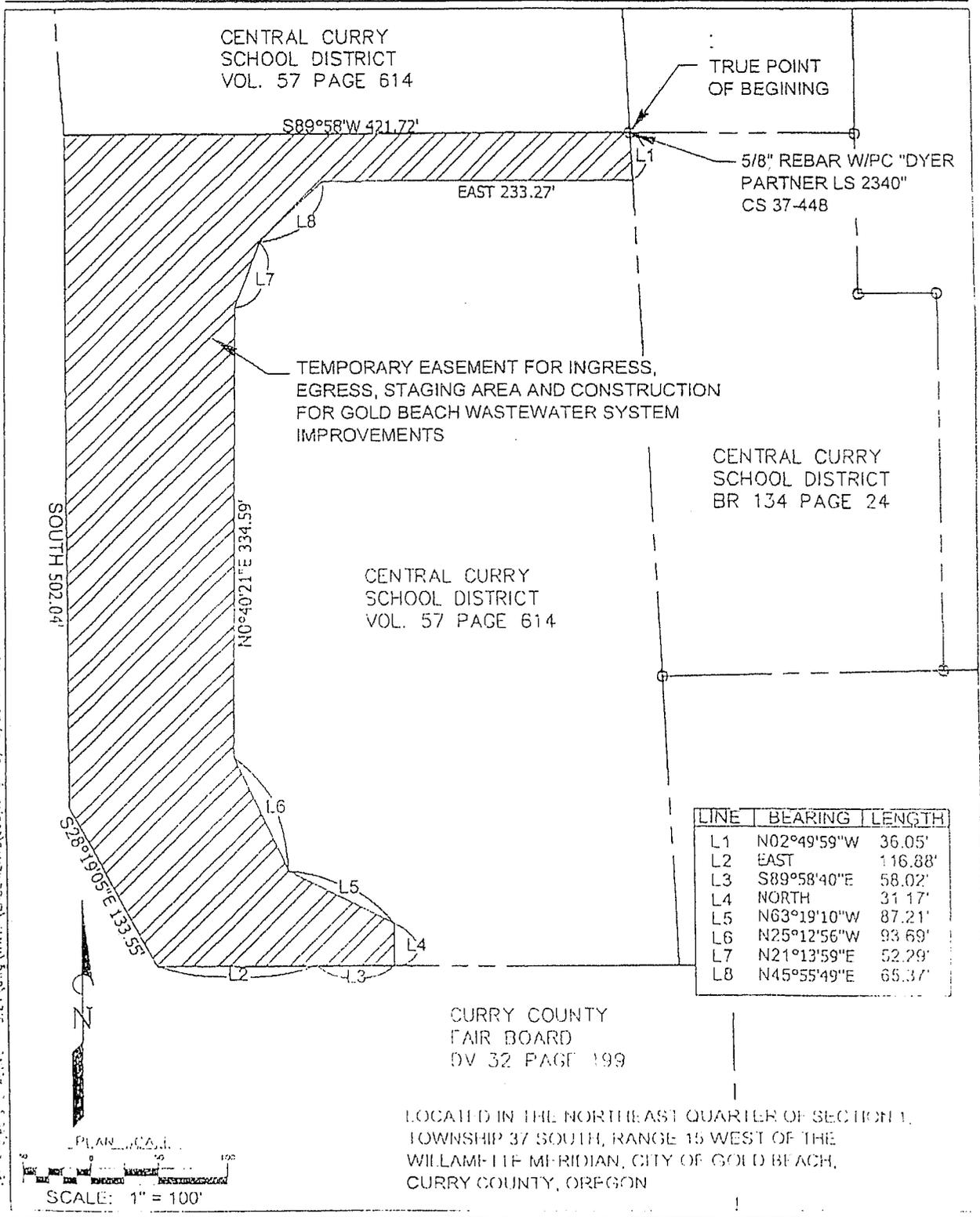
STATE OF OREGON)
) ss.
County of Curry)

This instrument was acknowledged before me on this 8th day of December 2010, by Jeff Davis and _____, officials of the Central Curry School District.

Theresa J. Hendrix
(Notary Public for Oregon)



EXHIBIT A



C:\Users\jacob\Documents\Projects\WWTIP\EASEMENTS\AS\DWG 9/15/2010 9:34:16 AM pd1

THE DYER PARTNERSHIP ENGINEERS & PLANNERS, INC. DATE: SEPTEMBER, 2010 PROJECT NO.: 119.21	CITY OF GOLD BEACH WASTEWATER SYSTEM IMPROVEMENTS TEMPORARY CONSTRUCTION EASEMENT MAP NO. 4	SHEET NO. 4
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After Recording Return to:
Ellen Barnes
City Administrator
City of Gold Beach
29592 Ellensburg Avenue
Gold Beach, Oregon 97444

Until a change is requested all tax statements
Shall be sent to the following address: No change

EASEMENT AGREEMENT

BETWEEN: Central Curry School District,
a political subdivision of the State of Oregon (Grantor)

AND: City of Gold Beach,
a municipal corporation (Grantee)

DATE: 12/8, 2010

AGREEMENT

1. **Grant of Easement.** Grantor grants and conveys to Grantee and Grantee's successors and assigns, a perpetual, non-exclusive easement over, across, and under the following described real property (Easement Area):

That portion of a parcel of land owned by Grantor, as described in that deed recorded in Volume 57, Page 614 of the Official Deed Records of Curry County, located in the northeast quarter of Section 1, Township 37 South, Range 15 West of the Willamette

Meridian, City of Gold beach, Curry County, Oregon, depicted on the attached Exhibit A and more particularly described as follows:

Beginning at the southwest corner of a parcel of land owned by the City of Gold Beach as adjusted by a property line adjustment survey being recorded as CS 37-448, said point marked by a 5/8-inch rebar with plastic cap which bears South 70° 01' 09" West 2080.96 feet from the Northeast corner of said Section 1 marked by a brass cap monument, said line being Basis of Bearings;

Thence South 17° 48' 43" West 645.61 feet to a point being the TRUE POINT OF BEGINNING;

Thence West 30 feet;

Thence South 5.70 feet to the south line of said parcel;

Thence South 89° 58' 40" East 30 feet along said south line;

Thence North 5.72 feet to the point of beginning.

Grantee and Grantee's employees, agents, independent contractors, and invitees shall have a right of access over Grantor's property to the Easement Area to allow Grantee to exercise Grantee's rights pursuant to this easement

2. Purpose. Grantee, Grantee's employees, agents, independent contractors, and invitees shall use the Easement Area for construction, operation, maintenance, replacement, relocation, upgrade, and access purposes for a pump station, water lines, electrical power, service lines, and all related appurtenances

3. Assumption of Risk. Each party assumes the risk associated with its use of the Easement Area, except that Grantee shall be solely responsible for all costs and expenses related to the construction, operation, maintenance, replacement, relocation, or upgrade of the pump station, unless the pump station is damaged by the negligence of Grantor or Grantor's employees, agents, contractors, licensees or invitees

4. Limitation. This easement is granted subject to all prior easements or encumbrances of record

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IN WITNESS WHEREOF, the officials of the Central Curry School District, after proper authorization from their governing body, have executed and delivered this Easement as of the date first set forth above.

GRANTOR:

Central Curry School District

By: Jeff Daw
Title: Superintendent

By: _____
Title: _____

STATE OF OREGON)
) ss.
County of Curry)

This instrument was acknowledged before me on this 8th day of December 2010, by Jeff Daw and _____, officials of the Central Curry School District.

Theresa Hendrix
Notary Public for Oregon

