

City of Brookings

MEETING AGENDA

CITY COUNCIL

Monday, November 8, 2021, 7:00pm

City Hall Council Chambers, 898 Elk Drive, Brookings, OR 97415

The City Council will meet in Executive Session at **6:00 PM**, in the EOC, under the authority of ORS 192.660(2)(e) "To conduct deliberations with persons designated by the governing body to negotiate real property transactions" ORS 192.660 (2)(f) "To consider information or records that are exempt by law from public inspection."

CITY COUNCIL

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

D. Scheduled Public Appearances

1. Harmony and Me Music Outreach – Tricia Iverson

E. Oral Requests and Communications from the audience

(*Public Comments on non-agenda items – five (5) minute limit per person, please submit Public Comment Form in advance)

F. Consent Calendar

1. Approve Council minutes for October 25, 2021 [Pg. 1]
2. Accept Planning Commission Meeting for October 5, 2021 [Pg. 3]

G. Staff Reports

1. Approve Purchase and Sale Agreement of Caisson Structure, Pipeline, and Easement [Pg. 5]
 - a) Purchase and Sale Agreement [Pg. 7]
 - b) Exhibit A – Bargain and Sale Deed [Pg. 18]
 - c) Exhibit B – Access Road Easement Area [Pg. 22]
 - d) Exhibit C – Caisson Structure and Pipeline Easement Area [Pg. 24]
 - e) Exhibit D – Easement Agreement [Pg. 25]
2. Award 7th Street Waterline Replacement Project [Pg. 40]
3. Award Marine Drive Reservoir Interior Painting Project [Pg. 41]

H. Informational Non-Action Items

1. October Vouchers [Pg. 42]

I. Remarks from Mayor and Councilors

J. Adjournment

*Public Comment forms and the agenda packet are available on-line at www.brookings.or.us, at Brookings City Hall and at Chetco Community Public Library. Return completed Public Comment forms to the City Recorder before the start of the meeting or during regular business hours.

All public meetings are held in accessible locations. Auxiliary aids will be provided upon request with at least 72 hours advance notification. Please contact 469-1102 if you have any questions regarding this notice.

Due to the COVID-19 virus, meeting participants in the council chambers will be limited and social distancing of six (6) feet will be required and maintained. If you would like to view the City Council Meeting live, you can via:

- Television – Charter Channel 181

- Internet – Go to the City of Brookings website at <http://www.brookings.or.us>

Watch Meeting Live instructions: 1. Visit the City of Brookings website home page. 2. Click on Government (top page). 3. Click on City Council (right side). 4. Under Agenda & Meetings click Watch Meeting Live. 5. You will need to download the VLC Media Player. Follow directions and links for your device.

On computers, it is possible to stream the meetings LIVE by copying and pasting the following link inside your web browser: <mms://68.185.2.46:8080>

City of Brookings
CITY COUNCIL MEETING MINUTES
City Hall Council Chambers, 898 Elk Drive, Brookings, OR 97415
Monday, October 25, 2021

Call to Order

Mayor Hedenskog called the meeting to order at 7:01 PM

Roll Call

Council Present: Mayor Ron Hedenskog, Councilors Brad Alcorn, Ed Schreiber, John McKinney, and Michelle Morosky; a quorum present

Staff present: City Manager Janell Howard, Public Works Director Tony Baron, Deputy Public Works Director Jay Trost, Deputy Finance Director Lu Ehlers, and Deputy Recorder Natasha Tippetts

Media Present: 2

Others Present: 29 audience members

Ceremonies

1. Award Red Ribbon Week Proclamation to Emblem Club

Oral Requests and Communications from the Audience

1. Mike Murphy – PO Box 953, Brookings; provided information about the proposed Harbor Water plant
2. Bob Webb – 22 Seascape Court, Brookings; provided opinion on public safety
- 3.

Consent Calendar

1. Approve Council minutes for October 11, 2021
2. Accept Financials for September 2021

Councilor Schreiber moved, Councilor McKinney seconded, and Council voted unanimously to approve the Consent Calendar.

Staff Reports

1. **KCIW Memorandum of Understanding Extension**

Staff report presented by Janell Howard

Doug Hansen spoke on behalf of KCIW

Councilor McKinney moved, Councilor Alcorn seconded, and Council voted unanimously to deny the extension of the KCIW Memorandum of understanding.

2. **Land Development Code Revisions – Accessory Dwelling Unit**

Staff report presented by Tony Baron

Councilor Schreiber moved, Councilor Alcorn seconded, and Council voted unanimously on Ordinance 21-O-794 to be read by title only.

Councilor McKinney moved, Councilor Schreiber seconded, and Council voted unanimously on adopting Ordinance 21-O-794.

3. **Conditional Use Permit – Benevolent Meal Services**

Staff report presented by Tony Baron

Oral Requests:

1. Tracy Rupp, 97371 Marina Loop, Brookings; provided opinion in support of St. Timothy's Episcopal Church services
2. Diana Cooper, 805 Paradise Lane, Brookings; spoke in support of services from St. Timothy's Episcopal Church
3. Bernie Lindley, 401 Fir Street, Brookings; gave opinion on public records in regards to this Ordinance
4. Hank Cunningham, 520 Redwood Street, Brookings; spoke in support of services from St. Timothy's Episcopal Church
5. Teresa Lawson, 820 Brookhaven Drive, Brookings; spoke in support of services from St. Timothy's Episcopal Church
6. Reverend Linda Lee, 98874 North Bank Road, Brookings; spoke in support of services from St. Timothy's Episcopal Church
7. Bill Hamilton, 1 Park Avenue, Brookings; spoke in support of services from St. Timothy's Episcopal Church

Councilor Schreiber moved, Councilor Morosky seconded, and Council voted unanimously on Ordinance 21-O-795 to be read by title only.

Councilor McKinney moved, Councilor Alcorn seconded, and Council voted unanimously on adopting Ordinance 21-O-795.

Councilor Schreiber moved, Councilor McKinney seconded, and Council voted unanimously to waive Conditional Use Permit Fees to those who apply within 90 days.

Remarks from Mayor and Councilors

All Council remarked that they are attempting to find a middle solution to both public and church.

Adjournment

Mayor Hedenskog moved, Councilor Mckinney seconded and Council voted unanimously to adjourn the meeting at 8:02 PM

Respectfully submitted:

ATTESTED:
this 8th day of November, 2021:

Ron Hedenskog, Mayor

Janell K. Howard, City Recorder

BROOKINGS PLANNING COMMISSION MINUTES

October 5, 2021

CALL TO ORDER

The regular meeting of the Brookings Planning Commission was called to order by Chair Wulkowicz at 7:00 pm in the Council Chambers at Brookings City Hall followed by the Pledge of Allegiance.

ROLL CALL

Commissioners Present: Anthony Bond, Cody Coons, Skip Hunter by phone, Clayton Malmberg, Skip Watwood, Chair Gerald Wulkowicz

Commissioners Absent: Bill Hamilton

Staff Present: PWDS Director Tony Baron, Planning Tech Lauri Ziemer

Audience - 3

PLANNING COMMISSION CHAIR PERSON ANNOUNCEMENTS –None

PUBLIC HEARINGS

- 4.1 In the matter of File No. LDC-1-21, revisions to Chapter 17.180, Workforce Housing, Section 17.180.040, deleting paragraph D. City initiated.

There was no ex parte contact, bias, personal interest, or conflicts of interest declared and no objection to the jurisdiction of the Planning Commission to hear the matter. The public hearing was opened at 7:02 pm. PWDS Director Tony Baron reviewed the staff report. No members of the public spoke in opposition and no participant requested additional time to submit materials. The public hearing was closed at 7:07 pm.

The Commission deliberated on the matter. **Motion made by Commissioner Coons that Planning Commission recommend to City Council approval of File No. LDC-1-21; revising the Brookings Municipal Code, Chapter 17.180, Workforce Housing, Section 17.180.040, by deleting paragraph D based on the Staff Report recommendation; motion seconded and with no further discussion by a 6-0 vote the motion carried.**

- 4.2 In the matter of File No. LDC-2-21, revisions to Chapter 17.08.020 adding a definition of Benevolent Meal Service, Chapters 17.20.040, 17.24.040 and 17.28.040 adding Benevolent Meal Service as a Conditional Use and addition to Chapter 17.124 adding specific standards for Benevolent Meal Services, City initiated.

Commissioner Coons declared a potential conflict of interest and recused himself from the hearing. There was no other ex parte contact, bias, personal interest, or conflicts of interest declared and no objection to the jurisdiction of the Planning Commission to hear the matter. The public hearing was opened at 7:09 pm. PWDS Director Tony Baron reviewed the staff report.

Father Bernie Lindley, St. Timothy's Episcopal Church, 401 Fir Street, Brookings, OR spoke in opposition stating they serve meals four days a week, have no desire to apply for a permit and would be in violation if a permit was required. No participant requested additional time to submit materials. The public hearing was closed at 7:21 pm.

The Commission deliberated on the matter. **Motion made by Commissioner Watwood that Planning Commission recommend to City Council approval of File No. LDC-2-21; revisions to the Brookings Municipal Code, Title 17 Land Development Code, Chapter 17.08.020 adding a definition of Benevolent Meal Service; in Chapters 17.20.040, 17.24.040 and 17.28.040, adding Benevolent Meal Service as a Conditional Use and the addition to Chapter 17.124 of adding specific standards for Benevolent Meal Services; motion seconded and Commission voted with Commissioners Bond, Watwood and Malmberg voting in favor and Commissioner Hunter and Chair Wulkowicz voting against. By a 3-2 vote (Commissioner Coons recused) the motion carried.**

MINUTES FOR APPROVAL

- 5.1 Minutes of regular Planning Commission meeting of September 7, 2021.

Motion made by Commissioner Bond to approve the Planning Commission minutes of September 7, 2021; motion seconded, with no further discussion by a 5-0 vote the motion carried, with Commissioner Malmberg abstaining as he did not attend the meeting.

UNSCHEDULED PUBLIC APPEARANCES – None

REPORT FROM THE PLANNING STAFF – PWDS Director Baron advised two Conditional Use Permits for short term rentals will be on the November Planning Commission agenda.

COMMISSION FINAL COMMENTS - None

ADJOURNMENT

Chair Wulkowicz adjourned the meeting at 7:35 pm.

Respectfully submitted,



Gerald Wulkowicz, Brookings Planning Commission
Approved at the November 2, 2021 meeting

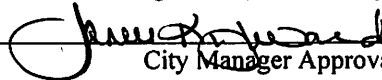
CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: November 8, 2021

Originating Dept: Finance & Admin

Signature (submitted by)


City Manager Approval

Subject:

Purchase and Sale Agreement of Caisson Structure, Pipeline, and Easement

Recommended Motion:

Authorize City Manager to enter into Purchase and Sale Agreement with Freeman Trusts for Caisson Structure, Pipeline, and Easement; and enter into Easement Agreement with Freeman Rock, Inc.

Financial Impact:

\$385,000 from the Capital Projects Reserve and Water Funds

Background/Discussion:

South Coast Lumber Company donated the property, now known as Salmon Run Golf Course, to the City in 1987. Curry County approved the Conditional Use Permit for the golf course July 1992.

The City entered into a lease agreement with the Claveran Group in 1998. In 2014, the City entered into a new lease agreement with Wild Rivers Golf Management (WRGM). The City assumed the operation and maintenance of the Salmon Run Golf Course following termination of the lease agreement with WRGM in early 2016. In May 2016, the City entered into a three-year Golf Course Management Agreement with Early Management Team, Inc. (EMT). They managed Salmon Run Golf Course through 2020. The City went through an RFP process in 2020, and entered into a management agreement with CourseCo January 1, 2021.

Since the City acquired the property for the golf course, the City has been looking for a year-round, permanent source of water, and infrastructure to supply that water. For many of those years, the City has been working with members of the Freeman Family to make a formal agreement, and more recently have entered into formal negotiations, that resulted in the attached draft Purchase and Sale Agreement.

The attached agreement gives the City ownership to one-half of the Caisson Structure, full ownership of the pipeline that delivers water from the Caisson Structure to the golf course, an easement over the existing road and Caisson Structure, and priority in the water diverted through the Caisson Structure.

Attachments:

- a. Purchase and Sale Agreement
- b. Exhibit A – Bargain and Sale Deed
- c. Exhibit B – Access Road Easement Area
- d. Exhibit C – Caisson Structure and Pipeline Easement Area
- e. Exhibit D – Easement Agreement

**CAISSON STRUCTURE, PIPELINE AND EASEMENT
PURCHASE AND SALE AGREEMENT**

DATED: _____, 2021 (the “**Effective Date**”)

SELLER: **Oregon Pacific Bank, Successor Trustee of the Doris L. Freeman Trust,**
dated June 3, 1996
P.O. Box 6999
Brookings, OR 97415

and

Oregon Pacific Bank, Successor Trustee of the Theodore L. Freeman Sr.
Family Trust, dated May 30, 2007,
P.O. Box 6999
Brookings, OR 97415

BUYER: **City of Brookings**

RECITALS:

1. Seller owns the following rights and interests, all of which are located on, attached to or existing as an encumbrance against that certain real property in Curry County, Oregon, described in that certain Bargain and Sale Deed copied, attached hereto as Exhibit A and by this reference incorporated herein (the “**Property**”):

- a. An undivided one-half interest in the caisson structure (sometimes referred to as a well) used for diverting surface water from the Chetco River (the “**Caisson Structure**”);
- b. Full ownership of the portion of the pipeline that delivers water from the Caisson Structure to the Buyer’s real property commonly known as the Salmon Run Golf Course (the “**Pipeline**”);
- c. A non-exclusive easement over the existing road, a non-exclusive easement around and including the Caisson Structure, and an easement twenty (20) feet wide located over the existing pipelines for access, repair, and maintenance of the pipeline and the water delivery system (collectively, the “**Easements**”); and
- d. Priority in the water diverted through the Caisson Structure.

Collectively, Seller's rights and interests are hereafter referred to as the "**Water System Interests**".

2. Seller herein previously conveyed the Property to Freeman Rock, Inc. by execution and delivery of that certain Bargain and Sale Deed referenced above and attached as Exhibit A, reserving to itself the Water System Interests referenced in Recital 1 above which are the subject of this Agreement.

3. Buyer desires to acquire from Seller, and Seller desires to sell to Buyer, all of Seller's right, title and interest reserved to itself in the Bargain and Sale Deed, including but not limited to the Water System Interests.

4. At the same time Buyer, as a condition precedent, also requires acquisition from Freeman Rock, Inc. a non-exclusive easement over an existing road (the "**Access Road**") as depicted on Exhibit B attached hereto, around and including the Caisson Structure as depicted on Exhibit C attached hereto, and a twenty (20) foot wide easement over the Pipeline, such portion of the easement being ten (10) feet on either side of the centerline of the pipeline as depicted on Exhibit C, to access, repair, use, improve, replace and maintain the water delivery system (collectively, the "**Easement**"), and Seller expects to obtain Freeman Rock Inc.'s cooperation in conveying the Easement to Buyer via an **Easement Agreement** in substantially the same form as set forth in Exhibit D attached hereto.

5. This "Caisson Structure, Pipeline and Easement Purchase and Sale Agreement" (hereafter "**Agreement**") is intended to set forth the terms and conditions on which the Water System Interests are being sold, conveyed, and transferred to Buyer by Seller.

AGREEMENT

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

1. **Sale and Purchase.** Buyer agrees to purchase from Seller and Seller agrees to sell to Buyer all of Seller's right title and interest, now owned or acquired in the future, in and to the interests reserved to Seller in the Bargain and Sale Deed, together with an Easement Agreement from Freeman Rock Inc. in substantially the same form as set forth in Exhibit D attached hereto, all for the sum of \$385,000.00(the "**Purchase Price**"). Buyer shall have the sole and separate option to require Seller to terminate one or more of its reserved interests being purchased herein in fulfillment of this agreement.

2. **Title.** Seller warrants that it has a clear and fully vested title in each of the interests being sold to Buyer, free and clear of any liens or encumbrances, except Permitted Exceptions; and, further warrants, to the best of Seller's knowledge and belief, that Freeman Rock Inc. has a clear and fully vested title, free and clear of any liens or encumbrances, except Permitted Exceptions, and is fully capable of conveying the Easement Agreement, without conditions, to Buyer. When this Agreement is signed and accepted by Buyer and Seller, Seller shall, at Seller's sole expense, promptly order from the title insurance company selected by Buyer, a preliminary title report and copies of all documents of record for the Property, and furnish them to Buyer.

Upon receipt of the preliminary title report and documents of record, Buyer shall have fourteen (14) business days to object to any matters disclosed in the report or documents that in Buyer's sole and separate opinion, will impede the parties' ability to achieve the intent of this Agreement. All matters affecting title that are disclosed in the title report that are not timely raised as objections, or otherwise accepted as satisfactory to Buyer, shall be deemed to be "Permitted Exceptions." However, Buyer's acceptance of matters affecting title in the title report does not otherwise negate Seller's representations and warranties contained herein or relieve Seller from the obligation to ensure that Seller and Freeman Rock Inc. have a clear and fully vested, marketable title in each of the interests being sold, conveyed and/or transferred.

3. **Contingencies.** Buyer's consummation of the transactions contemplated by this Agreement shall be subject to the satisfaction or waiver, on or before the Final Day for Closing, of the following conditions:

(b) All consents, resolutions, authorizations, registrations or approvals required under Buyer's city charter, city ordinances or any other law or requirement applicable to Buyer in connection with the consummation of the transactions contemplated by this Agreement, shall have been filed, made, given or obtained by Buyer.

(c) Each of the representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects, in each case as of the Effective Date and as of the Closing Date with the same effect as though made as of the Closing Date (except to the extent expressly made as of an earlier date, in which case as of such date).

(d) Seller shall have performed or complied with, in all material respects, all agreements and covenants required by this Agreement to be performed or complied with by Seller at or prior to the Closing.

(e) Buyer's approval of the preliminary title report referenced above.

(f) Execution and delivery to Seller of the Easement Agreement from Freeman Rock Inc. referenced above in a form acceptable to Buyer.

If any of the foregoing conditions have not been satisfied or waived by Buyer as of the Final Day for Closing, Buyer shall have the right to terminate this Agreement by written notice to Seller, in which case this Agreement shall terminate, and Buyer and Seller shall have no further obligations under this Agreement except for those which expressly survive a termination of this Agreement.

5. **Closing Date.** The consummation of the transactions contemplated by this Agreement (the "**Closing**") will take place on a date mutually selected by Buyer and Seller, on or prior to _____, 2021 (the "**Final Day for Closing**;" the date on which the Closing actually occurs is referred to herein as the "**Closing Date**").

6. **Escrow.** This transaction shall be closed at the Amerititle located in Brookings, Oregon, a neutral escrow company licensed and located in the State of Oregon. Costs of Escrow shall be shared equally between Buyer and Seller. Seller authorizes Buyer to order the preliminary

title report at Seller's expense and further authorizes Escrow to pay out of the cash proceeds of the sale the expenses of furnishing such report and the documents of record.

7. **Payment of Purchase Price.** At Closing, Buyer shall pay the Purchase Price to Seller in cash.

8. **Closing Instruments.** At or prior to Closing, Seller shall deliver to Buyer (i) the Easement Agreement in substantially the form attached hereto as Exhibit D, fully executed and in a recordable form acceptable to Buyer, (ii) a conveyance or termination of Seller's reserved interests in a form acceptable to Buyer, conveying or extinguishing all of Seller's interests described above and now owned by Seller or to be acquired by Seller in the future, (iii) a Bill of Sale conveying all of Seller's right, title and interest in the Caisson Structure, the Pipeline, and any and all associated personal property, and priority in water diverted through the Caisson Structure to Buyer in the form attached hereto as Exhibit E. The Easement Agreement shall be executed, acknowledged, and recorded in the official property records of Curry County, Oregon.

9. **Representations and Warranties.** Seller represents and warrants to Buyer, as of the Effective Date and as of the Closing Date, as follows:

(a) The execution, delivery and performance of this Agreement and the consummation of transactions contemplated hereby by Seller have been duly and validly authorized by all necessary trust action, and no other trust proceedings on the part of Seller are necessary for it to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Seller and, assuming due authorization, execution and delivery by Buyer, is a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(b) The execution, delivery or performance of this Agreement by Seller will not result in a breach or violation of, or default under, (i) the terms, conditions or provisions of Seller's trust organization documents or other related trust documents; (ii) any law applicable to Seller or the Caisson Structure or the collective Water System Interests; or (iii) any permit, license, order, judgment or decree of any governmental entity by which Seller or the Water System Interests is or may be bound.

(c) There are no approvals, consents or registration requirements with respect to any governmental entity or other person or entity that are or will be necessary for the valid execution and delivery by Seller of this Agreement, or the consummation by Seller of the transactions contemplated hereby and thereby.

(d) Seller is the owner of an undivided one-half of the Caisson Structure, the full owner of the Pipeline, and the full owner of priority in the water diverted through the Caisson Structure, free and clear of all liens or encumbrances, except Permitted Exceptions, and Seller has the full right and lawful authority to sell and convey said interests and rights to Buyer.

(e) Seller is the holder of the Easement, free and clear of all liens or

encumbrances, except Permitted Exceptions, and has the full right and lawful authority to terminate all of its interest in the Easement.

(f) To the best of Seller's knowledge and belief, Freeman Rock Inc. is the exclusive owner of the Property, free and clear of all liens or encumbrances, except Permitted Exceptions, and has the full right and lawful authority to convey the Easement Agreement and said interests and rights to Buyer.

Except and unless as specifically provided in this Agreement, and as it relates solely to the physical condition of the components, Buyer acknowledges that Buyer is acquiring its interest in the Caisson Structure and the Pipeline on an "as is," "where is", and "with all faults" basis, and on the basis of Buyer's investigation and due diligence, including, but not limited to, with respect to Buyer's intended uses of the Caisson Structure. The representations and warranties of Seller set forth in this Section 9 shall survive the Closing and shall not be deemed to have merged with any document executed by Seller at the Closing.

10. Binding Effect/Assignment Restricted. Seller shall not assign this Agreement without Buyer's prior written consent, which consent may be given or withheld in Buyer's sole discretion. Subject to the foregoing, this Agreement is binding on and will inure to the benefit of Seller, Buyer, and their respective heirs, legal representatives, successors, and assigns.

11. Breach.

(a) In the event Seller fails to perform any of its obligations hereunder, or in the event of any representation or warranty of Seller is inaccurate, then Buyer shall have all rights and remedies, including the right to specific performance and the right to damages. Such termination of this Agreement by Buyer shall not limit any other right of remedy, each of which shall survive such termination.

(b) In the event Buyer fails to close as required under this Agreement, then, as Seller's sole and exclusive remedy, Seller shall have the right to terminate this Agreement by written notice to Buyer, in which case Buyer shall reimburse Seller for Seller's reasonable and documented fees incurred on or after June 30, 2021, which fees shall be further limited to attorney fees charged by the Carollo Law Group LLC or fees charged by the escrow company and title company, all of which shall also be directed related to this Agreement.

12. Attorney Fees; Mediation. In the event of any arbitration or litigation between the parties with respect to this Agreement, all costs and expenses, including reasonable attorneys' fees incurred by the prevailing party at and in preparation for arbitration or litigation, including on any arbitration or court proceeding, appeal, petition for review therefrom or in any proceeding before a U.S. Bankruptcy Court, shall be paid by the other party, subject to the prevailing party's good faith participation in mediation prior to initiating any arbitration or court proceeding.

13. Notices. All notices and communications in connection with this Agreement shall be given in writing to the addresses set forth below. Any notice given to those addresses shall be deemed given and received as follows:

- a) if personally delivered or sent by courier, when delivered;
- b) if sent by mail, on the third business day following the mailing thereof;
- c) if sent by email transmission, if the recipient provides written acknowledgement (via email or other method) of receipt of the same.

Either party may, by written notice, designate a different address for purposes of this Agreement.

For Seller:

 Phone: _____
 Email: _____

For Buyer:

Elizabeth E. Howard
 Schwabe Williamson & Wyatt
 1211 SW Fifth Avenue, Suite 1800
 Portland, OR 97204
 Phone: 503-796-2093
 Email: ehoward@schwabe.com

Janell Howard, Manager
 City of Brookings
 898 Elk Drive
 Brookings, OR 97415
 Phone: 541-469-1123
 Email: jhoward@brookings.or.us

14. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties with respect to the transactions contemplated by this Agreement. 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.

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

16. **Joint and Several Liability.** If Seller consists of or includes more than one person or entity, (a) each of the same is jointly and severally liable hereunder, (b) the act or omission of any is deemed the act or omission of all, and (c) communications to or from any are deemed communications with all and are binding on all.

17. **Time.** Time is of the essence hereof.

18. **Counting of Days; Definition of Business Day.** Any time period to be computed pursuant to this Agreement shall be computed by excluding the first day and including the last day.

If the last day falls on a Saturday, Sunday or legal holiday, the time period shall be extended until the next day which is not a Saturday, Sunday or legal holiday in the State of Oregon. "Business day," as used in this Agreement, shall mean any day that is not a Saturday, Sunday, or legal holiday in the State of Oregon.

19. **Cooperation.** Seller and Buyer agree to cooperate with one another and use their good faith reasonable efforts to obtain and secure, and to execute any documents, instruments, or conveyances regarding this transaction as reasonably necessary and reasonably requested by either party to effectuate the terms of the Agreement.

20. **Counterparts; Electronic Signatures.** This Agreement and all later documents, such as amendments, (a) may be executed by electronic signature, (b) may be executed and delivered in counterpart, and (c) may be delivered electronically. Electronic records and electronic signatures may be used in connection with the execution of this Agreement and such later documents, and the same shall be legal and binding and have the same full force and effect as if a paper original of this Agreement or such document had been signed using a handwritten signature. Buyer and Seller (i) intend to be bound by electronic signatures and by documents sent or delivered by electronic mail or other electronic means, (ii) are aware that the other party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this Agreement or any later documents based on the foregoing forms of signature or delivery. The foregoing does not prohibit the use of handwritten signatures or physical delivery.

Language required by statute:

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 FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITTING 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 TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY 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 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 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 209, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

[signatures on following pages]

IN WITNESS HEREOF, and in consideration of the mutual covenants and agreements contained here, the parties have caused this agreement to be executed on their behalf as of the date first appearing above.

SELLER:

**Oregon Pacific Bank, Successor Trustee
of the Doris L. Freeman Trust, dated
June 3, 1996**

By: _____

Name: _____

Title: _____

Address: P.O. Box 6999
Brookings, OR 97415

SELLER:

**Oregon Pacific Bank, Successor Trustee of the
Theodore L. Freeman Sr. Family Trust, dated
May 30, 2007**

By: _____

Name: _____

Title: _____

Address: P.O. Box 6999
Brookings, OR 97415

BUYER:

City of Brookings, an Oregon municipal
corporation

By: _____

Name: _____

Title: _____

Address: 898 Elk Drive
Brookings, OR 97415

EXHIBIT A

(Bargain & Sale Deed)



THIS SPACE RESERVED FOR RECORDER'S USE

Oregon Pacific Bank, Successor Trustee of the Theodore L.
Freeman Trust; UDT June 3, 1996 and Oregon Pacific Bank,
Successor Trustee
of under the Doris L. Freeman Trust, UDT June 3, 1996
915 S. 1st St.
Coos Bay, OR 97420

Grantor's Name and Address

Freeman Rock, Inc., an Oregon corporation
99031 S. Bank Chetco River Rd., PO Box 1218
Brookings, OR 97415

Grantee's Name and Address

After recording return to:
Freeman Rock, Inc., an Oregon corporation
99031 S. Bank Chetco River Rd., PO Box 1218
Brookings, OR 97415

Until a change is requested all tax statements
shall be sent to the following address:
Freeman Rock, Inc., an Oregon corporation
99031 S. Bank Chetco River Rd., PO Box 1218
Brookings, OR 97415

File No. 458092AM

CURRY COUNTY, OREGON 2021-02277
LAND 05/05/2021 03:30:00 PM
Cnt=1 Pgs=7 \$126.00

I Renee' Kolen, County Clerk, certify that the
within document was received and duly
recorded in the official records of Curry County.

Renee' Kolen - Curry County Clerk



BARGAIN AND SALE DEED Consideration \$2,900,000.00

KNOW ALL MEN BY THESE PRESENTS, That

Oregon Pacific Bank, Successor Trustee of the Theodore L Freeman Trust; UDT June 3, 1996 and Oregon Pacific Bank, Successor Trustee of under the Doris L Freeman Trust, UDT June 3, 1996 as to an undivided one-half interest, as tenants in common

hereinafter called Grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto

Freeman Rock, Inc., an Oregon corporation,

hereinafter called Grantee, and unto Grantee's heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in the County of Curry, State of Oregon, described as follows, to wit:

See Attached Exhibit 'A'

FOR INFORMATION PURPOSES ONLY, THE MAP/TAX ACCT #(S) ARE REFERENCED HERE:

Return To:

- Bargain and Sale Deed
Escrow No. 458092AM

40133500 01800 R19277
40133500 01801 R17375
40133500 00103 R15509
40133500 00400 R15817
40133400 00900 R15202
41130300 00100 R12064
41130200 00307 R22562

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$2,900,000.00.
However, the actual consideration consists of or includes other property or value given or promised which is the whole / part of the consideration.

To Have and to Hold the same unto grantee and grantee's heirs, successors and assigns forever.

In construing this deed, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this deed shall apply equally to corporations and to individuals

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY 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 THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

In Witness Whereof, the grantor has executed this instrument this 5th day of May, 2021; if a corporate grantor, it has caused its name to be signed and its seal if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

Oregon Pacific Bank, Successor Trustee of the Theodore L. Freeman Trust; UDT June 3, 1996

By: [Signature]
Lisa Amaral, Trust Officer

Oregon Pacific Bank, Successor Trustee of the Doris L. Freeman, Trustee under the Doris L. Freeman Trust, UDT June 3, 1996

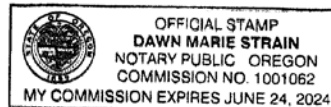
By: [Signature]
Lisa Amaral, Trust Officer

State of OREGON} ss.
County of Coos }

On this 5th day of May, 2021, before me, Dawn M Strain a Notary Public in and for said state, personally appeared Lisa Amaral known or identified to me to be the person whose name is subscribed to the foregoing instrument as Trust Officer for Oregon Pacific Bank, Successor Trustee of the Theodore L. Freeman Trust; UDT June 3, 1996, and acknowledged to me that he/she/they executed the same as Successor Trustee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Signature]
Notary Public for the State of OREGON
Residing at: 915 S. 1st Coos Bay ER 97420
Commission Expires: July 24 2024

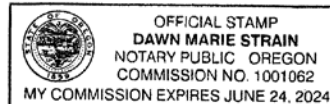


State of OREGON} ss.
County of Coos }

On this 5th day of May, 2021, before me, Dawn M Strain a Notary Public in and for said state, personally appeared Lisa Amaral known or identified to me to be the person whose name is subscribed to the foregoing instrument as Trust Officer for Oregon Pacific Bank, Successor Trustee of the Doris L. Freeman, Trustee under the Doris L. Freeman Trust, UDT June 3, 1996, and acknowledged to me that he/she/they executed the same as Successor Trustee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Signature]
Notary Public for the State of OREGON
Residing at: 915 S. 1st Coos Bay ER 97420
Commission July 24, 2024



Expires:

EXHIBIT "A"

Parcel 1:

That part of the Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4) lying north of the Thread of the Chetco River in Section 35, Township 40 South, Range 13, West of the Willamette Meridian, Curry County, Oregon.

Parcel 2:

That portion of the Southwest Quarter of the Northeast Quarter (SW1/4 NE1/4) of Section 35, Township 40 South, Range 13, West of the Willamette Meridian, Curry County, Oregon, lying North of the following described line:

Beginning at the Interior 1/4 Corner of said Section 35;
Thence following the South boundary of the Southwest Quarter of the Northeast Quarter (SW1/4 NE1/4) of said Section 35, North 86°18' East, 182.7 feet;
Thence North 56°45' East, 130.1 feet;
Thence North 31°22' East, 85.1 feet;
Thence North 60°25' East, 147.8 feet;
Thence North 82°54' East, 109.5 feet;
Thence North 72°32' East, 283.7 feet;
Thence North 77°32' East, 62.4 feet;
Thence South 89°59' East, 280.4 feet;
Thence North 70°56' East, 95.6 feet;
Thence North 73°34' East, 80.9 feet, more-or-less, to the East boundary of the Southwest Quarter of the Northeast Quarter (SW1/4 NE1/4) of said Section 35.

Parcel 3:

All that portion of the Southeast Quarter of the Northwest Quarter (SE1/4 NW1/4) of Section 35, Township 40 South, Range 13, West of the Willamette Meridian, Curry County, Oregon.

EXCEPTING the following described parcel: Beginning at the Northwest Corner of the said Southeast Quarter of the Northwest Quarter (SE1/4 NW1/4);
Thence North 86°35' East, 496.1 feet;
Thence South 50°24' West, 641.9 feet;
Thence North 0°10' West, 318.6 feet to the Point of Beginning.

ALSO EXCEPTING THEREFROM that portion conveyed to Curry County for Public Road recorded April 16, 1959 in Deed Volume 55, Page 253, Deed Volume Records, Curry County, Oregon.

Parcel 4:

A parcel of land lying in the West Half (W1/2) of Section 35, Township 40 South, Range 13, West of the Willamette Meridian, Curry County, Oregon, described as follows:

Beginning at the Center Quarter Corner of Section 35;
Thence South 28°28'00" West, 338.74 feet;
Thence South 40°00'00" West, 396.0 feet;
Thence South 60°30'00" West, 462.0 feet;
Thence South 179.52 feet;
Thence South 17°58'00" East, 119.63 feet;
Thence South 10°23'00" East, 151.0 feet;
Thence South 27°36'00" East, 217.10 feet;
Thence South 28°31'00" East, 377.96;

- Bargain and Sale Deed
Escrow No. 458092AM

Thence South 28°40'00" East, 85.99 feet;
Thence South 07°20'00" West, 73.68 feet, more-or-less, to the northerly right-of-way line of the South Bank Chetco River Road;
Thence Westerly along said right-of-way to the south line of Section 35 of said Township and Range;
Thence continuing Westerly to the Southwest Corner of Section 35;
Thence along the Section line North 00°01'00" West, 2,433.3 feet to the intersection line with the southerly right-of-way of the North Bank Chetco Road;
Thence along said right-of-way Northeasterly 2,000 feet, more-or-less, to the west line of the Southeast Quarter of the Northwest Quarter (SE1/4 NW1/4);
Thence South 1,100 feet, more-or-less, to the Southwest Corner of the Southeast Quarter of the Northwest Quarter (SE1/4 NW1/4);
Thence East to the Point of Beginning.

EXCEPTING THEREFROM that certain parcel of land in the Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4) of Section 35, Township 40 South, Range 13, West of the Willamette Meridian, Curry County, Oregon, lying West of the center line of Jack Creek.

ALSO EXCEPTING THEREFROM Parcel 2, Freeman Trust Partition Plat No. 2006-12, recorded March 10, 2006 as Instrument No. 2006-1434, Official Records of Curry County, Oregon.

ALSO EXCEPTING THEREFROM that parcel of land lying within the Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4) of Section 35, Township 40 South, Range 13 West, and in the Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4) of Section 2, Township 41 South, Range 13, West of the Willamette Meridian, Curry County, conveyed to Curry County in Instrument No. 2007-1346, Official Records of Curry County, Oregon, recorded March 6, 2007, more particularly described as follows:

Beginning at a point being South 2,633.43 feet and East 484.65 feet from a B.C.I.P. marking the West One Quarter (W1/4) Corner of said Section 35;
Thence South 15°03'51" East, 19.54 feet;
Thence North 79°01'00" West, 20.75 feet;
Thence North 15°03'51" West, 14.81 feet;
Thence North 88°09'18" East, 19.15 feet to the Point of Beginning.

ALSO EXCEPTING THEREFROM Parcels 1 and 2, Freeman-Howell Partition Plat No. 2017-01, recorded February 15, 2017 as Instrument No. 2017-646, Official Records of Curry County, Oregon.

ALSO EXCEPTING THEREFROM that portion lying between the Meanders of the Ordinary High Water Line of the Chetco River.

Parcel 5:

All the following real property situated in Section 34, Township 40 South, Range 13, West of the Willamette Meridian, Curry County, described as follows:

Beginning at the Southeast Corner of Section 34, in Township 40 South, Range 13, West;
Thence 80 rods to the West line of the East Half of the Southeast Quarter (E1/2 SE1/4) of said Section 34;
Thence North 16 rods to a point on the West line of the East Half of the Southeast Quarter (E1/2 SE1/4) of said Section 34;
Thence North 53° East to a point on the East line of said Section 34;
Thence South to the Place of Beginning.

- Bargain and Sale Deed
Escrow No. 458092AM

TOGETHER WITH all that certain parcel of land in the Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4) of Section 35, Township 40 South, Range 13, West of the Willamette Meridian, lying West of the center line of Jack Creek.EXCEPTING THEREFROM that part lying within the County Road.

ALSO EXCEPTING THEREFROM that portion of Section 34 lying within the parcel of land described in Deed to Curry County recorded July 28, 1977 in Book 53, Page 272, Book Records, Curry County, Oregon.

Parcel 6:

The East One-Half of the Northeast Quarter of the Northeast Quarter (N1/2 NE1/4 NE1/4) of Section 3, Township 41 South, Range 13, West of the Willamette Meridian, Curry County, Oregon.

Parcel 7:

That portion of the Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4) of Section 2, Township 41 South, Range 13, West Willamette Meridian, Curry County, Oregon, lying Southerly and Westerly of that property described in Book 82, Pages 594-596, recorded January 9, 1981, Book Records, Curry County, Oregon.

EXCEPTING that portion of the Southeast Quarter of the Northwest Quarter of the Northwest Quarter (SE1/4 NW1/4 NW1/4) of said Section 2, lying Easterly and Southerly of the centerline of that roadway and utility easement described in Book 82, Pages 599-602, recorded January 9, 1981, Book Records, Curry County, Oregon.

ALSO EXCEPTING THEREFROM the following described Parcel:

Beginning at a point lying on the Northerly line of the Southeast Quarter of the Northwest Quarter of the Northwest Quarter (SE1/4 NW1/4 NW1/4) of said Section 2, and that property line described in said Book 82, Page 595, said point being North 645.88 feet and West 138.63 feet from the Southeast Corner of the Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4) of said Section 2;
Thence 89°15'40" West along the Northerly line of said Southeast Quarter of the Northwest Quarter of the Northwest Quarter (SE1/4 NW1/4 NW1/4), 91.84 feet to a point on the centerline of that 50 foot roadway and utility easement described in said Book 82, Page 599;
Thence North 08°33'12" West, along said centerline, 19.32 feet to the beginning of a 75.00 foot radius curve to the left, having a central angle of 109°29'51", thence along said curve the arc length of a 143.33 feet;
Thence South 61°56'58" West, 59.01 feet to the beginning of a 60.00 foot radius curve to the right, having a central angle of 77°27'57", thence along said curve the arc length of 81.03 feet;
Thence North 40°40'06" West, 33.58 feet to the beginning of a 100.00 foot radius curve to the left, having a central angle of 42°23'03", thence along said curve the arc length of 73.97 feet;
Thence North 00°00'23" East, leaving said centerline 25.00 feet to a point on said property line described in said Book 82, Page 595;
Thence South 83°05'02" East, along said property line, 308.25 feet;
Thence South 45°11'05" East, 154.47 feet to the Point of Beginning.

Bargain and Sale Deed
Escrow No. 458092AM

RESERVATION:

Buyer agrees Seller will retain ownership in the following interests and Seller will receive all economic benefit from any sale, condemnation, lease or transfer of any kind to the City of Brookings or any other person or entity of:

An undivided one-half interest in the caisson structure (sometimes referred to as a well) located on the Property.

Full ownership of the portion of the pipeline that delivers water from the caisson to the golf course located on the Property.

A non-exclusive easement over the existing road, a non-exclusive easement around and including the caisson structure, and a 20-foot-wide easement over the existing pipelines to access, repair, and maintain the water delivery system.

Priority in the water diverted through the caisson structure. When a Purchase and Sale agreement for the above interests is formalized, Seller must make a good faith effort to incorporate terms which hold Buyer harmless for maintenance costs and liability claim costs resulting from, or in connection with, the interests above.

EXHIBIT B

(Access Road Easement Area)

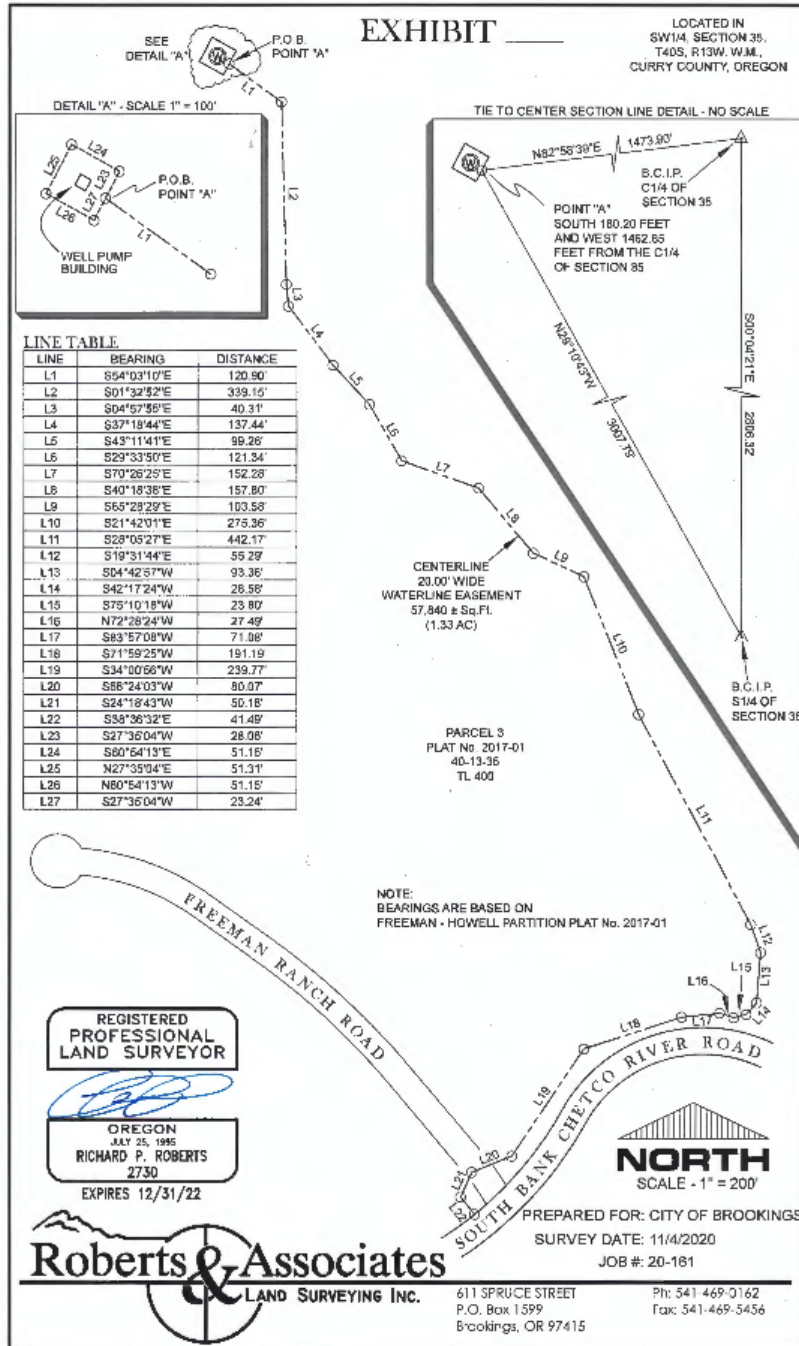
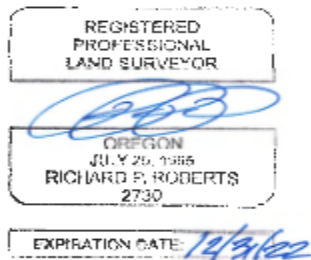


EXHIBIT _____

An easement for ingress, egress, and installation and maintenance of waterline facilities over a portion of Parcel 3 of Freeman – Howell Partition Plat No. 2017-01, recorded February 15, 2017, in Instrument No. 2017-0646, Official Records of Curry County, Oregon, being 20.00 feet in width and lying 10.00 feet on each side of the following described centerline:

BEGINNING at Point "A", being South 180.20 feet and West 1462.85 feet from the Center Quarter Corner of section 35, Township 40 South, Range 13 West, Willamette Meridian; thence South 64°03'10" East a distance of 120.90 feet; thence South 01°32'52" East a distance of 339.15 feet; thence South 04°57'55" East a distance of 40.31 feet; thence South 37°18'44" East a distance of 137.44 feet; thence South 43°11'41" East a distance of 99.26 feet; thence South 29°33'50" East a distance of 121.34 feet; thence South 70°26'25" East a distance of 152.28 feet; thence South 40°18'38" East a distance of 157.80 feet; thence South 65°28'29" East a distance of 103.58 feet; thence South 21°42'01" East a distance of 275.36 feet; thence South 28°05'27" East a distance of 442.17 feet; thence South 19°31'44" East a distance of 55.29 feet; thence South 04°42'57" West a distance of 93.36 feet; thence South 42°17'24" West a distance of 28.58 feet; thence South 75°10'18" West a distance of 23.80 feet; thence North 72°28'24" West a distance of 27.49 feet; thence South 83°57'08" West a distance of 71.08 feet; thence South 71°59'25" West a distance of 191.19 feet; thence South 34°00'56" West a distance of 239.77 feet; thence South 68°24'03" West a distance of 80.07 feet; thence South 24°18'43" West a distance of 50.18 feet; thence South 38°36'32" East a distance of 41.49 feet, more or less, to the Northerly Right of Way of South Bank Chetco River County Road No. 808.



(Caisson Structure and Pipeline Easement Area)



EXHIBIT D

(Easement Agreement)

After recording return to:

Schwabe, Williamson & Wyatt, P.C.
Attention: Elizabeth Howard
1211 SW 5th Avenue, Suite 1900
Portland, Oregon 97204

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this “Agreement”) is made and entered into this ____ day of _____, 2021, by and between **FREEMAN ROCK, INC.**, an Oregon corporation (“Grantor”), and the **CITY OF BROOKINGS**, an Oregon municipal corporation (“Grantee”).

Recitals

A. Grantor is the owner of certain real property located in Curry County, Oregon (“Grantor’s Property”). The legal description of Grantor’s Property is set forth more particularly on Exhibit A attached hereto.

B. Grantee holds certain water rights (the “Surface Water Rights”), on file with the Oregon Water Resources Department, the point of diversion for which is a caisson structure located on Grantor’s Property (the “Caisson Structure”).

C. The place of use under the Surface Water Rights, the property benefited by this easement and the property in favor of which this easement shall be appurtenant and run is - that certain real property owned by Grantee described in Exhibit B attached hereto and by this reference incorporated herein (“Grantee’s Property”).

D. Grantee owns one-half interest in the Caisson Structure and an existing pipeline located on Grantor’s Property that delivers water from the Caisson Structure to Grantee’s Property (the “Pipeline” and, collectively with the Caisson Structure and the pump, electrical lines, and other infrastructure appurtenant or connected to the Caisson Structure for operation of the Pipeline benefitting the Salmon Run Golf Course, the “Water System”); the location of the Water System on Grantor’s Property is depicted on the diagram attached hereto as Exhibit C.

E. Grantor desires to grant to Grantee, for the benefit of Grantee’s Property, a non-exclusive easement for the Water System, the Access Road (as defined below) and the utilities serving the Water System on, under, above and across Grantor’s Property, on terms and conditions more particularly set forth herein (the “Easement”).

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Agreement

1. Grant of Easement. Grantor hereby grants and conveys to Grantee, for the benefit of Grantee's Property, a permanent, non-exclusive easement (the "Easement") (i) in the location of the existing Caisson Structure, plus a fifty-one and one-quarter (51.25) foot square area with the Caisson Structure in the center for a total of 2,624 square feet; (ii) in the location of those portions of the existing Pipeline located on Grantor's Property, such portion of the easement being ten (10) feet on either side of the centerline of such existing pipeline; and (iii) in the location of the electric power line and any other utility currently serving the Water System, for the operation, use, maintenance, repair, improvement, and replacement of the Water System on, under and across a portion of Grantor's Property, such Water System being more particularly described in Exhibit C attached hereto. The Easement is intended to facilitate the diversion and delivery of a water supply for operation of the Salmon Run Golf Course on land owned by Grantee, and the scope of the Easement shall not be expanded to any other use except by subsequent written agreement between Grantor and Grantee. The Easement further includes the existing access road located on Grantor's Property extending from the main entrance at South Bank Chetco River Road to the Caisson Structure, such portion of the easement being ten (10) feet on either side of the centerline of the existing access road, for access to, use, repair, maintenance, improvement, and replacement of the Water System, such access road being more particularly described and depicted in the diagram attached hereto as Exhibit D (the "Access Road"), and those other portions of Grantor's Property as are necessary for the repair, maintenance, improvement, and replacement of the portions of the Water System located on Grantor's Property, in each case including for ingress and egress for persons, vehicles, materials and equipment to the extent reasonably necessary. With the potential for future development of Grantor's property, Grantor reserves the right to relocate the Caisson Structure and Access Road following reasonable notice to Grantee, provided that the new location of the Caisson Structure or Access Road shall not diminish Grantee's ability to access, use, repair and maintain the Water System, and provided that Grantor shall bear all expenses associated with the relocation, including but not limited to the expenses to extend and relocate the Pipeline to the location of the relocated Caisson Structure. If the Access Road is relocated, Grantee's easement over the prior location of the Access Road shall be extinguished, and the portions of this Agreement pertaining to the Access Road shall apply to its new location. If the Caisson Structure or Access Road is relocated, Grantee's easement over the prior location of the Caisson Structure shall be extinguished, and the portions of this Agreement pertaining to the Caisson Structure or Access Road shall apply to its new location. The parties shall work together to immediately record an amended easement agreement reflecting changes to the location of the Access Road or Caisson Structure. Further, Grantor shall ensure continued access to the water supply during the relocation of either the Caisson Structure or Access Road. Grantee shall use commercially reasonable efforts to use only the Access Road for purposes of ingress and egress and, if ingress and egress over other portions of Grantor's Property is necessary for the repair, maintenance, improvement, and replacement of the portions of the Water System located on Grantor's Property, Grantee shall reasonably coordinate such ingress and egress with Grantor prior to any such entry. Notwithstanding the foregoing or anything else in this Agreement to the contrary, prior to any intended entry onto Grantor's Property by Grantee to perform repairs, replacements or other material work upon the Water System, Grantee shall give Grantor reasonable prior notice (which notice may be given orally or in writing) of such intended entry, and shall reasonably cooperate with Grantor to determine a mutually acceptable time and date of such entry. Any agent of Grantee entering Grantor's property shall be qualified or supervised by someone who

is qualified to perform work on the Water System; provided, however, that in no event shall Grantee be obligated to comply with the foregoing obligations in the event Grantee requires entry onto Grantor's Property in order to prevent an imminent loss of human life, serious bodily injury or material property damage (each, an "Imminent Emergency"), in each case arising out of or related to the use or operation of the Water System. For the avoidance of doubt, the Easement shall not be used or accessed by the public or for any purpose not expressly specified in this Agreement.

2. Use of Easement. Grantee and its employees, officers, agents, independent contractors and inspectors (collectively, the "Grantee Parties"), shall use the Easement only for the purposes specified in Section 1. Grantee covenants that, in the exercise of the Easement and Grantee's rights under this Agreement, Grantee shall (i) comply in all material respects with all applicable federal, state, and local laws, regulations, and ordinances and with the terms and conditions of all permits and approvals applicable thereto, including MSHA regulations where applicable to Grantor (which applicability shall be explained and provided by Grantor upon Grantee's prior notice as specified in Section 1); (ii) use reasonable efforts to minimize interference with the access to and the operation, occupation and use of Grantor's Property; (iii) use reasonable efforts to not disturb or damage any improvements located on Grantor's Property, other than the Water System in accordance with the terms and conditions of this Agreement; (iv) when any actual work is undertaken on Grantor's Property, pursue the same diligently to completion in a safe and workmanlike manner, keep the affected area free and clear of excessive debris on a daily basis, and erect barriers in and around all affected areas in order to ensure safety of persons and stock and protection of property; (v) during any period of construction, maintenance, repairs or other work, maintain, and/or cause any agent, contractor or other representative of Grantee accessing Grantor's Property to maintain, commercial general liability insurance in such amounts and types of coverage as are customary for similar work; (vi) promptly repair any damage to Grantor's Property resulting from Grantee's or any Grantee Party's use of Grantor's Property pursuant to this Agreement; and (vii) keep Grantor's Property free and clear of all liens, charges, and other monetary encumbrances arising out of Grantee's or any Grantee Party's use of Grantor's Property pursuant to this Agreement (if Grantee fails to discharge or initiate a dispute of such lien within sixty (60) days after written notice from Grantor, Grantor may do so and shall be entitled to collect the costs reasonably incurred to discharge such lien).

3. Maintenance and Repairs. Grantee, at Grantee's sole cost and expense, shall be responsible for maintaining the Pipeline in good working order and repair, reasonable and ordinary wear and tear excepted. The costs of repairing and maintaining the Access Road in good working order and repair, reasonable and ordinary wear and tear excepted, shall be paid by Grantor; provided, however, any damage beyond ordinary wear and tear specifically caused by Grantor or Grantee or one of their respective agents shall be repaired at the cost of the party that caused the damage. Grantor and Grantee acknowledge and agree that the Caisson Structure is jointly owned by Grantor and Grantee, and that all maintenance and repair obligations with respect to the Caisson Structure will be proportional to the interests held by each of these parties, unless agreed otherwise. Grantee shall also provide prior notice to Grantor of the nature and scope of work that will materially alter the Caisson Structure or interrupt the water supply therefrom, and shall resolve commercially reasonable objections Grantor may have prior to commencement of such work, which objections shall be provided within seven (7) days of delivery of Grantee's notice to Grantor or be deemed waived by Grantor, provided, however, that in no event shall Grantee be obligated

to comply with the foregoing obligations in the event Grantee's work is necessary to address an Imminent Emergency.

4. Indemnification. Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260-30.300 and the Oregon Constitution Article XI, Section 7, Grantee shall indemnify and hold Grantor and Grantor's directors, members, officers, employees, agents, contractors, invitees, successors, and/or assigns (each a "Grantor Party") harmless for, from and against all claims, demands, losses, liabilities, damages, actions, proceedings, expenses and costs (including reasonable attorneys' fees and costs of suit) of any nature whatsoever, including, without limitation, personal injury and property damage (collectively, "Claims"), arising out of or resulting from, directly or indirectly, use of the Easement by Grantee or a Grantee Party or breach of this Agreement by Grantee or a Grantee Party. Notwithstanding the foregoing, Grantee's indemnification obligations do not apply to any claims arising from or related to the negligent or wrongful acts of Grantor or any Grantor Party. Grantor shall indemnify and hold Grantee and the Grantee Parties harmless from and against all Claims arising out of or resulting from, directly or indirectly, use of the Easement by Grantor or a Grantor Party or breach of this Agreement by Grantor or a Grantor Party. Notwithstanding the foregoing, Grantor's indemnification obligations do not apply to any claims arising from or related to the negligent or wrongful acts of Grantee or any Grantee Party.

5. Default and Remedies. If any party to this Agreement fails to comply with its obligations under this Agreement (the "Defaulting Party"), the other party to this Agreement (the "Non-Defaulting Party") may deliver written notice to the Defaulting Party specifying the nature of the default. If the Defaulting Party fails to cure the default within thirty (30) days after receipt of written notice from the Non-Defaulting Party, then the Defaulting Party shall be in default under this Agreement and the Non-Defaulting Party may either (i) proceed to cure the default by the payment of money or performance of some other action (for the account of the Defaulting Party) or (ii) exercise any other remedies to which the Non-Defaulting Party may be entitled in law or in equity. The foregoing right to cure shall not be exercised if within the thirty (30) day cure period (1) the Defaulting Party cures the default, or (2) if the default is curable, but cannot be cured within that time period, the Defaulting Party undertakes commercially reasonable actions necessary to commence the cure of such default within such time period and diligently pursues such action to completion. The thirty (30) day notice period shall not be required in circumstances where the Non-Defaulting Party reasonably determines that immediate action is necessary for the protection of persons or property, in which event the Non-Defaulting Party shall give whatever notice to the Defaulting Party is reasonable under the circumstances. Within thirty (30) days of written demand, the Defaulting Party shall reimburse the Non-Defaulting Party for any sums expended by the Non-Defaulting Party to cure the default, together with interest thereon, from the date when payment was due until the date the payment is made, at the Default Rate (defined below). All remedies are cumulative and shall be deemed additional to any and all other remedies to which any party may be entitled in law or in equity. In the event of any violation or breach or threatened violation or breach of any provision of this Agreement or of any of the covenants, conditions or restrictions herein contained, the Non-Defaulting Party shall, in addition to all other remedies under this Agreement or at law or at equity, have the right to seek specific performance of the terms, covenants and/or conditions set forth in this Agreement; provided, no breach of or default under this Agreement shall entitle a party to cancel, rescind, or otherwise terminate this Agreement or the easement created hereby. "Default Rate" means, on the date the rate is to be determined, the

lower of: (i) the highest interest rate permitted by law to be paid on such type of obligation; or (ii) United States Prime Rate last publicly announced by *Wall Street Journal* or its successor plus six percent (6%).

6. Binding Effect, Covenants Run with the Land. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, personal representatives, purchasers, or transferees of any kind forever, and the Easement and covenants granted herein shall run with the land. Notwithstanding the foregoing, if performance of this Agreement becomes impossible because there is no longer an adequate water supply from the Caisson Structure, or if Grantee abandons the Pipeline, the Easement shall be extinguished following notice and conferral with the Grantee to confirm that the Easement should be extinguished due to impossibility as described herein. By acceptance of the deed to their property, future owners of Grantor's Property or any portion thereof affected by the Easement will become parties to and are bound by this Agreement whether or not expressly stated in their deed.

7. Hazardous Substances. Neither Grantor nor Grantee shall use, transport, generate or dispose of any hazardous substance in violation of environmental laws, or any substance deemed illegal under applicable laws, on the Easement area and Grantor's Property. For avoidance of doubt, Grantor may transport hazardous substances at any time it has and is complying with all terms of a hazardous haul permit issued by the Federal Motor Carrier without violating environmental laws.

8. Use of Easement by Owners of Grantor's Property. Grantor hereby specifically reserves the full, free and perpetual right and privilege, in common with Grantee, to use the Easement and Grantor's Property by foot, vehicular and animal traffic and for any and all other purposes desired by Grantor, so long as such use does not interfere with Grantee's use of the Easement for its intended purpose or obstruct any portion of the Easement.

9. No Unauthorized Uses. Grantee may not use the Easement for any other purpose except specifically described herein unless Grantee's proposed additional use has first been approved in writing by Grantor, which consent may be withheld, conditioned or delayed in Grantor's sole and absolute discretion.

10. Amendments. This Agreement may be modified or amended only by a written agreement signed by the Grantor and Grantee, or their applicable successors or assigns.

11. Notice. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by e-mail, first class mail, postage prepaid, or overnight mail. Delivery will be deemed to be made on the same day if personally served or e-mailed or on the third (3rd) day following the date so sent if via mail. Until changed by written notice in accordance with this section, notices should be delivered to the following addresses:

To Grantor:

Darrel Nelson & Michelle McCormick
99031 S. Bank Chetco River Road
PO Box 1218
Brookings OR 97415
Email: freemanrockdarrel@gmail.com;
freemanrockmichelle@gmail.com

To Grantee:

City of Brookings
898 Elk Drive
Brookings OR 97415
Attn: Janell K. Howard, City Manager
Email: jhoward@brookings.or.us

12. Severability. If any provision of this Agreement shall be found invalid or unenforceable under Oregon law, the remaining provisions shall not be affected thereby, and every provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. Waiver. No waiver of any right under this Agreement will be binding on a party unless it is in writing and signed by the party making the waiver.

14. Captions. The captions, headings, and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions hereof.

15. Entire Understanding. This Agreement and all exhibits, attachments, and documents referenced herein or attached hereto, contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.

16. Dispute Resolution. The parties agree that in the event of any dispute arising from or related to this Agreement, the parties will attempt to resolve such dispute through good faith negotiations between authorized representatives of all parties. With respect to any particular dispute, however, the period of negotiation shall not exceed thirty (30) days, except upon the mutual agreement of the parties in writing.

17. Attorney Fees. If any arbitration, action, suit, or proceeding is instituted to interpret, enforce, or rescind this Agreement, or otherwise in connection with the subject matter of this Agreement, including but not limited to any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney's fees and other fees, costs, and expenses of every kind, including but not limited to the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, action, suit, or proceeding, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

18. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Each

party consents and submits to the jurisdiction of any local, state, or federal court located in Curry County, Oregon.

19. Counterparts. This Agreement may be executed in a number of identical counterparts.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in one or more counterparts to be effective as of the date set forth above.

GRANTOR:

FREEMAN ROCK, INC., an Oregon corporation

Darrel Nelson, President

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me this _____ day of _____, 2021, by Darrel Nelson, President of Freeman Rock, Inc., an Oregon corporation.

NOTARY PUBLIC FOR OREGON

My Commission Expires: _____

[Signatures and acknowledgements continue on following page]

GRANTEE:

CITY OF BROOKINGS, an Oregon
municipal corporation

By: _____

Name: _____

Title: _____

STATE OF OREGON)
) ss.
County of _____)

 This instrument was acknowledged before me this _____ day of _____, 2021,
by _____, _____ of City of Brookings, an Oregon municipal corporation, on behalf
of the municipal corporation.

NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

Exhibit A

Grantor's Property

PARCEL 3, FREEMAN-HOWELL PARTITION PLAT NO. 2017-01, RECORDED
FEBRUARY 15, 2017 AS INSTRUMENT NO. 2017-646, OFFICIAL RECORDS OF CURRY
COUNTY, OREGON.

Exhibit B

Grantee's Property

A parcel of land lying within the Southwest Quarter (SW 1/4) of Section 35, Township 40 South, Range 13 West, Willamette Meridian, Section 2 and the Northeast Quarter (NE 1/4) of Section 11, Township 41 South, Range 13 West Willamette Meridian, Curry County, Oregon, being more particularly described as follows:

Beginning at a point described as being South 69.06 feet and East 446.92 feet from the northwest corner of said Section 2;

thence South $81^{\circ}23'40''$ East 532.76 feet;
thence North $43^{\circ}01'27''$ East 159.17 feet;
thence North $49^{\circ}57'28''$ East 292.07 feet;
thence North $77^{\circ}19'41''$ East 373.18 feet;
thence South $88^{\circ}42'58''$ East 131.41 feet;
thence South $36^{\circ}11'57''$ East 98.18 feet;
thence South $05^{\circ}04'26''$ East 149.57 feet;
thence South $13^{\circ}47'19''$ East 190.63 feet;
thence South $25^{\circ}43'47''$ West 454.58 feet;
thence South $14^{\circ}31'34''$ East 93.71 feet;
thence South $58^{\circ}15'59''$ East 263.48 feet;
thence South $88^{\circ}12'41''$ East 304.99 feet;
thence South $71^{\circ}51'10''$ East 344.73 feet;
thence South $23^{\circ}58'03''$ East 482.40 feet;
thence South $35^{\circ}21'37''$ East 126.51 feet;
thence North $65^{\circ}29'12''$ East 90.15 feet;
thence South $06^{\circ}41'08''$ East 473.33 feet;
thence South $40^{\circ}38'16''$ East 208.48 feet;
thence South $29^{\circ}50'48''$ East 114.34 feet;
thence South $01^{\circ}54'27''$ East 183.18 feet;
thence South $52^{\circ}33'47''$ East 106.16 feet;
thence South $65^{\circ}59'56''$ East 106.36 feet;
thence South $36^{\circ}16'54''$ East 90.63 feet;
thence South $88^{\circ}47'57''$ East 109.96 feet;
thence South $85^{\circ}52'57''$ East 110.09 feet;
thence North $71^{\circ}47'24''$ East 399.03 feet;
thence South $23^{\circ}48'24''$ East 242.67 feet;
thence South $85^{\circ}30'22''$ West 249.02 feet;
thence South $65^{\circ}46'10''$ West 143.47 feet;
thence North $80^{\circ}36'30''$ West 90.98 feet;
thence South $05^{\circ}19'33''$ West 288.10 feet;
thence South $03^{\circ}37'17''$ West 981.41 feet;

thence South 38°36'29" East 393.55 feet;
 thence South 29°57'47" East 292.91 feet;
 thence South 33°34'12" East 249.01 feet;
 thence South 48°32'52" East 461.52 feet;
 thence South 24°35'08" East 138.52 feet;
 thence South 30°53'25" East 388.72 feet;
 thence South 34°32'00" East 181.81 feet;
 thence South 02°04'40" East 234.26 feet;
 thence South 17°25'16" East 241.17 feet;
 thence South 00°09'59" West 82.94 feet;
 thence South 30°47'32" West 196.47 feet;
 thence South 77°36'23" West 72.03 feet;
 thence North 66°51'26" West 206.57 feet;
 thence North 82°30'08" West 239.76 feet;
 thence North 29°00'56" West 125.11 feet;
 thence North 12°23'39" West 237.97 feet;
 thence North 28°46'53" West 407.03 feet;
 thence North 50°32'55" West 245.18 feet;
 thence North 30°54'34" West 783.81 feet;
 thence North 26°48'11" West 211.27 feet;
 thence North 65°08'02" West 397.18 feet;
 thence North 85°44'07" West 245.88 feet;
 thence North 07°33'46" East 202.18 feet;
 thence North 23°02'55" East 501.32 feet;
 thence North 01°01'40" East 273.70 feet;
 thence North 05°13'49" West 185.89 feet;
 thence North 06°12'57" West 393.39 feet;
 thence North 16°50'33" West 692.41 feet;
 thence North 28°11'14" West 398.94 feet;
 thence North 24°59'15" West 411.45 feet;
 thence North 71°39'36" West 434.91 feet;
 thence North 63°55'36" West 572.67 feet;
 thence North 05°50'56" East 447.16 feet;
 thence North 02°29'51" East 175.06 feet;
 thence North 52°18'40" West 85.50 feet;
 thence North 72°58'12" West 61.44 feet;
 thence South 59°14'38" West 100.67 feet;
 thence South 77°18'49" West 117.98 feet;
 thence North 83°02'14" West 406.98 feet;
 thence North 37°14'23" West 300.00 feet;
 thence North 30°41'39" West 133.25 feet to the Point of
 Beginning.
 Containing 117.16 acres.

Exhibit C

Depiction and Description of Water System Easement Area

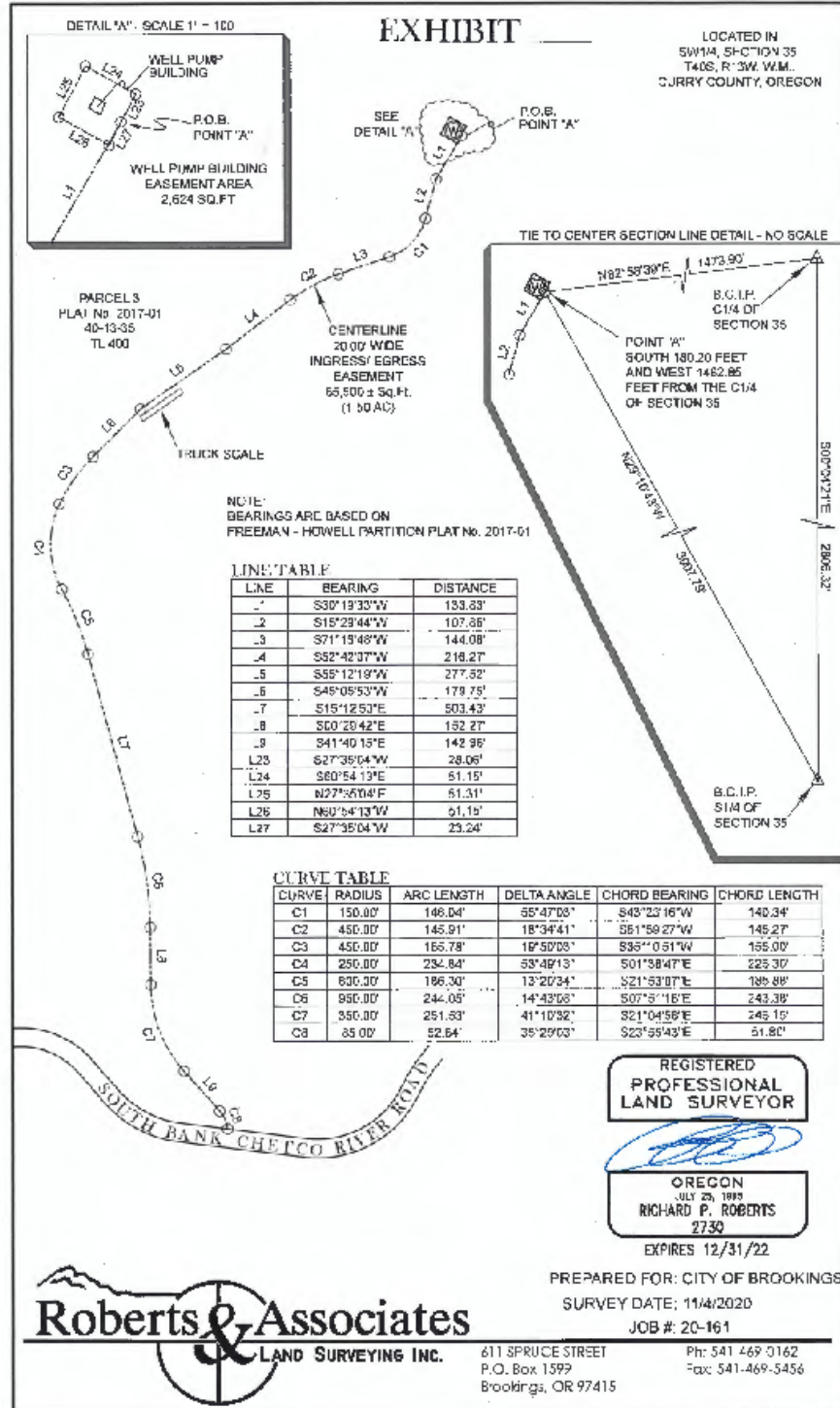


Exhibit D

Depiction and Description of Access Road Easement Area

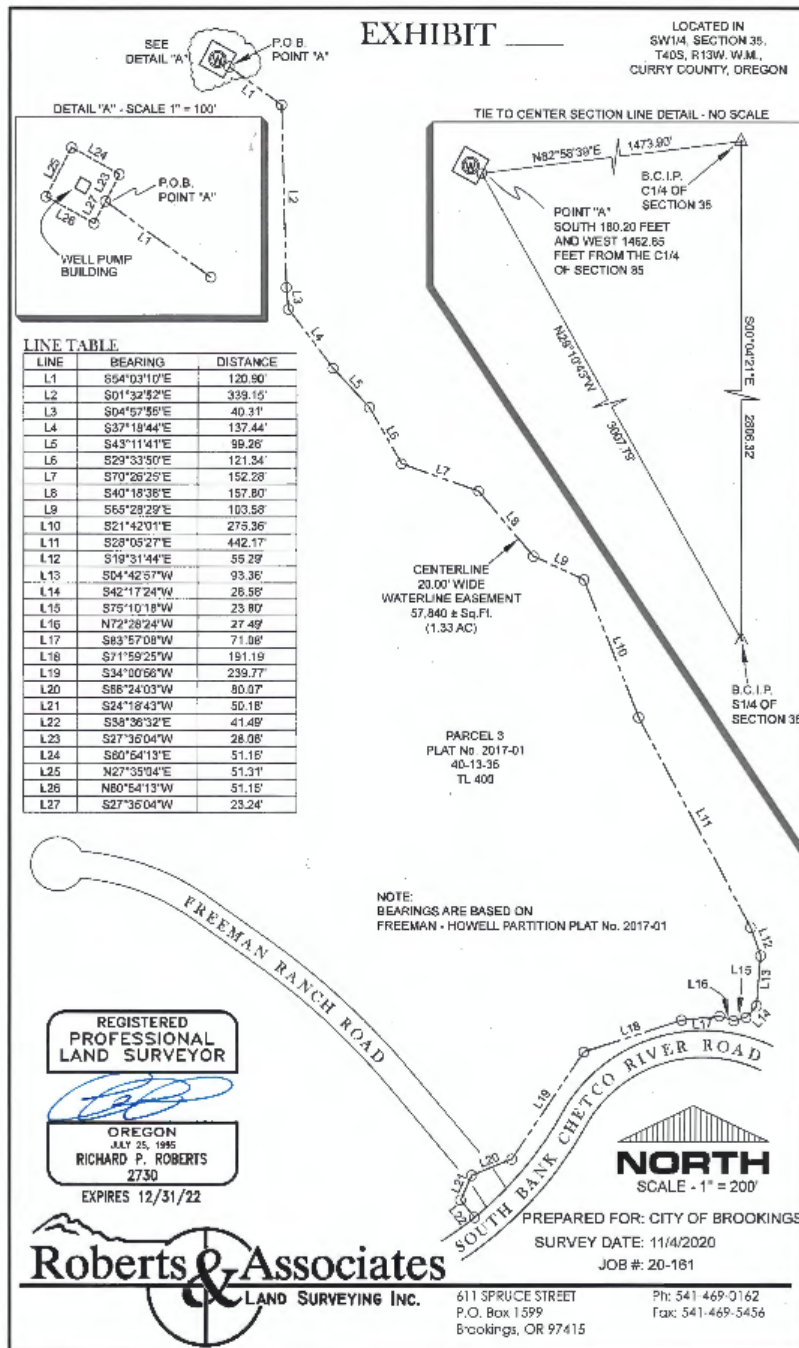


EXHIBIT _____

An easement for ingress, egress, and installation and maintenance of waterline facilities over a portion of Parcel 3 of Freeman – Howell Partition Plat No. 2017-01, recorded February 15, 2017, in Instrument No. 2017-0646, Official Records of Curry County, Oregon, being 20.00 feet in width and lying 10.00 feet on each side of the following described centerline:

BEGINNING at Point "A", being South 180.20 feet and West 1462.85 feet from the Center Quarter Corner of section 35, Township 40 South, Range 13 West, Willamette Meridian; thence South 64°03'10" East a distance of 120.90 feet; thence South 01°32'52" East a distance of 339.15 feet; thence South 04°57'55" East a distance of 40.31 feet; thence South 37°18'44" East a distance of 137.44 feet; thence South 43°11'41" East a distance of 99.26 feet; thence South 29°33'50" East a distance of 121.34 feet; thence South 70°26'25" East a distance of 152.28 feet; thence South 40°18'38" East a distance of 157.80 feet; thence South 65°28'29" East a distance of 103.58 feet; thence South 21°42'01" East a distance of 275.36 feet; thence South 28°05'27" East a distance of 442.17 feet; thence South 19°31'44" East a distance of 55.29 feet; thence South 04°42'57" West a distance of 93.36 feet; thence South 42°17'24" West a distance of 28.58 feet; thence South 75°10'18" West a distance of 23.80 feet; thence North 72°28'24" West a distance of 27.49 feet; thence South 83°57'08" West a distance of 71.08 feet; thence South 71°59'25" West a distance of 191.19 feet; thence South 34°00'56" West a distance of 239.77 feet; thence South 68°24'03" West a distance of 80.07 feet; thence South 24°18'43" West a distance of 50.18 feet; thence South 38°36'32" East a distance of 41.49 feet, more or less, to the Northerly Right of Way of South Bank Chetco River County Road No. 808.

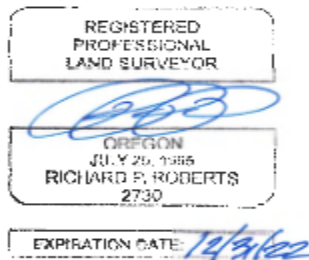


EXHIBIT E

(Form of Bill of Sale)

BILL OF SALE

This Bill of Sale (the “**Bill of Sale**”) is made this ____ day of _____, 20____, by **OREGON PACIFIC BANK, SUCCESSOR TRUSTEE OF THE DORIS L. FREEMAN TRUST, DATED JUNE 3, 1996** and **OREGON PACIFIC BANK, SUCCESSOR TRUSTEE OF THE THEODORE L. FREEMAN SR. FAMILY TRUST, DATED MAY 30, 2007** (collectively, “**Assignor**”).

Assignor does hereby sell, assign, transfer, convey and deliver to the City of Brookings, an Oregon municipal corporation (“**Assignee**”), its successors and assigns, all of Seller’s right, title and interest, now owned or to be acquired in the future, in and to that certain Caisson Structure, Pipeline and any and all other personal property or interests associated with the interests sold to Buyer pursuant to the terms of that certain Caisson Structure, Pipeline and Easement Sale Agreement, dated _____, between Assignor and Assignee. Assignor warrants that it holds good and valid title to the Caisson Structure, Pipeline and associated personal property free and clear of any encumbrances or liens. Assignee takes the interest in the Caisson Structure and Pipeline subject to the above-described warranty of Assignor, but otherwise acquires the physical condition of the Caisson Structure and the Pipeline on an “AS IS, WHERE IS” basis, without any representation or warranty with respect to their physical condition, express or implied.

IN WITNESS WHEREOF, Assignor has caused this Bill of Sale to be executed on the date and year first above written.

ASSIGNOR:

**Oregon Pacific Bank, Successor Trustee of
the Doris L. Freeman Trust, dated June 3,
1996**

**Oregon Pacific Bank, Successor Trustee of
the Theodore L. Freeman Sr. Family
Trust, dated May 30, 2007**

By: _____

By: _____


CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: November 8, 2021

Originating Dept: PW/DS



Signature (submitted by)


City Manager Approval

Subject:

7th Street Waterline Replacement Project

Recommended Motion:

Authorize City Manager to enter into an agreement with Tidewater Contractors Inc. in the amount of \$326,019 for the 7th Street water line replacement project.

Financial Impact:

\$326,019 to be funded through Business Oregon Loan.

Background/Discussion:

The 7th Street water main line has experienced several breaks over the past few years resulting in water service disruption, water quality issues and frequent late evening call outs to Public Works for repairs. The project includes a replacement of the aged water mainline with a new 8" C900 mainline.

In August of this year, the City of Brookings received an award of \$4,175,000 from Business Oregon's Safe Drinking Water Revolving Loan Fund (SDWRLF) for the design and construction of various water infrastructure projects in the City. The project includes the replacement of 6250 lineal feet of 8" diameter water line and related appurtenances on Alder Street, 7th Street, Dodge Avenue, Memory Lane, Eastwood Lane and Pacific View area, Tidewater Reservoir replacement project, and the Marine Drive Reservoir interior painting project.

Included in these approved projects is the 7th Street Water Replacement project. For this project, the lowest qualified bid was \$326,019 from Tidewater Contractors Inc. Dyer Partnership Engineers recommends that the City accept the bids and award contract to Tidewater Contractors, Inc.

Bidders	Bid
Tidewater Contractors Inc.	\$326,019
McLennan Excavation Inc.	\$362,945

CITY OF BROOKINGS

COUNCIL AGENDA REPORT

Meeting Date: November 8, 2021

Originating Dept: PW/DS


Signature (submitted by)

City Manager Approval

Subject:

Marine Drive Reservoir Interior Painting Project

Recommended Motion:

Authorize City Manager to enter into an agreement with HCI Industrial & Marine Coatings Inc. in the amount of \$515,880 for the Marine Drive Reservoir interior painting project.

Financial Impact:

\$515,880 to be funded through Business Oregon.

Background/Discussion:

The City's existing Marine Drive Reservoir coating on the inside surfaces of the 1.5 MG tank need to be repainted. The reservoir has not been recoated in over 20 years. Due to higher water demands in the summer months, the city will have this work completed in the next few months when water demand is lower.

In August of this year, the City of Brookings received an award of \$4,175,000 from Business Oregon's Safe Drinking Water Revolving Loan Fund (SDWRLF) for the design and construction of various water infrastructure projects in the City. The award includes the replacement of 6250 lineal feet of 8" diameter water line and related appurtenances on Alder Street, 7th Street, Dodge Avenue, Memory Lane, Eastwood Lane and Pacific View area; the Tidewater Reservoir replacement project, and the Marine Drive Reservoir interior painting project.

Included in these approved projects is the Marine Drive Reservoir interior painting project. For this project, the lowest qualified bid was \$515,880 from HCI Industrial & Marine Coatings Inc. Dyer Partnership Engineers recommends that the City accept the bids and award contract to HCI Industrial & Marine Coatings, Inc.

Bidders	Bid
HCI Industrial & Marine Coatings Inc.	\$515,880

Report Criteria:

Report type: Summary

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
10/21	10/07/2021	87464	4734	Aramark Uniform Services	10-00-2005	150.00
10/21	10/07/2021	87465	5941	Shaun Barbic	10-00-2005	875.00
10/21	10/07/2021	87466	6116	Brookings Chrysler Dodge Jeep Ram	10-00-2005	369.81
10/21	10/07/2021	87467	313	Brookings Vol Firefighters	10-00-2005	2,250.00
10/21	10/07/2021	87468	715	Budge McHugh Supply	25-00-2005	4,283.93
10/21	10/07/2021	87469	5567	CAL/OR Insurance Specialists Inc	30-00-2005	683.33
10/21	10/07/2021	87470	5822	Chaves Consulting Inc	49-00-2005	370.20
10/21	10/07/2021	87471	3834	Clean Sweep Janitorial Service	25-00-2005	2,225.00
10/21	10/07/2021	87472	5827	Coastal Investments LLC	10-00-2005	1,130.00
10/21	10/07/2021	87473	4746	Curry County Treasurer	10-00-2005	192.00
10/21	10/07/2021	87474	317	DCBS - Fiscal Services	10-00-2005	697.92
10/21	10/07/2021	87475	1	Desiree Casano	20-00-2005	153.25
10/21	10/07/2021	87476	1	Ibrahim & Love Mesanovic	20-00-2005	204.73
10/21	10/07/2021	87477	3342	Fastenal	25-00-2005	114.09
10/21	10/07/2021	87478	5432	First Community Credit Union	25-00-2005	1,102.00
10/21	10/07/2021	87479	6097	GP Energy	10-00-2005	2,554.13
10/21	10/07/2021	87480	6099	Guardian Alliance Technologies Inc	10-00-2005	90.00
10/21	10/07/2021	87481	5942	Donald Hobbs	10-00-2005	300.00
10/21	10/07/2021	87482	4171	In-Motion Graphics	10-00-2005	4.50
10/21	10/07/2021	87483	6098	Insituform Technologies LLC	53-00-2005	6,055.33
10/21	10/07/2021	87484	4980	iSecure	10-00-2005	33.00
10/21	10/07/2021	87485	202	League of Oregon Cities	10-00-2005	40.00
10/21	10/07/2021	87486	6065	Local Government Law Group PC	10-00-2005	910.00
10/21	10/07/2021	87487	4269	Gary Milliman	10-00-2005	300.00
10/21	10/07/2021	87488	6035	Frank Mowery	10-00-2005	400.00
10/21	10/07/2021	87489	4487	Net Assets Corporation	10-00-2005	504.00
10/21	10/07/2021	87490	3159	NorthCoast Health Screening	25-00-2005	208.00
10/21	10/07/2021	87491	3561	Oil Can Henry's	10-00-2005	54.48
10/21	10/07/2021	87492	5008	Online Information Services	10-00-2005	139.18
10/21	10/07/2021	87493	5155	Oregon Department of Revenue	10-00-2005	1,141.25
10/21	10/07/2021	87494	4	Angie Meeker	10-00-2005	234.00
10/21	10/07/2021	87495	866	Pitney Bowes Global Financial , LLC	10-00-2005	144.93
10/21	10/07/2021	87496	322	Postmaster	25-00-2005	850.00
10/21	10/07/2021	87497	207	Quill Corporation	10-00-2005	271.59
10/21	10/07/2021	87498	3	Doug Brand	20-00-2005	180.88
10/21	10/07/2021	87499	1840	Rogue Credit Union	15-00-2005	1,356.89
10/21	10/07/2021	87500	4542	Umpqua Bank	45-00-2005	9,774.31
10/21	10/07/2021	87501	169	Waste Connections Inc	33-00-2005	188.81
10/21	10/07/2021	87502	5407	Wildwood Playgrounds NW	10-00-2005	745.30
10/21	10/07/2021	87503	5943	Jesus Zamora	10-00-2005	350.00
10/21	10/14/2021	87504	2578	Action Trophies	10-00-2005	17.00
10/21	10/14/2021	87505	5908	Amazon Capital Services	50-00-2005	119.55
10/21	10/14/2021	87506	4939	BI- Mart Corporation	10-00-2005	20.75
10/21	10/14/2021	87507	2407	Blue Star Gas	10-00-2005	9,069.37
10/21	10/14/2021	87508	2121	Bound Tree Medical LLC	10-00-2005	521.98
10/21	10/14/2021	87509	5952	Chetco Auto Marine & Industrial Supply	10-00-2005	17.00
10/21	10/14/2021	87510	5939	Country Media Inc	10-00-2005	344.93
10/21	10/14/2021	87511	1620	Curry County Community Development	10-00-2005	247.50
10/21	10/14/2021	87512	6078	Curry County Reporter	52-00-2005	396.00
10/21	10/14/2021	87513	173	Curry Equipment	15-00-2005	199.94
10/21	10/14/2021	87514	259	Da-Tone Rock Products	15-00-2005	510.86
10/21	10/14/2021	87515	185	Del Cur Supply	10-00-2005	350.02
10/21	10/14/2021	87516	1	Michael Humphrey	20-00-2005	261.42

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
10/21	10/14/2021	87517	5951	Executech Utah LLC	49-00-2005	30.90
10/21	10/14/2021	87518	139	Harbor Logging Supply	50-00-2005	2,188.38
10/21	10/14/2021	87519	6030	Hartwick Automotive LLC	10-00-2005	55.34
10/21	10/14/2021	87520	4357	Hemlock Street Properties LLC	10-00-2005	405.00
10/21	10/14/2021	87521	994	Hughes Fire Equipment	10-00-2005	9,057.36
10/21	10/14/2021	87522	5858	Jacobs Engineering Group Inc	25-00-2005	116,266.82
10/21	10/14/2021	87523	5526	L.N. Curtis & Sons Inc	10-00-2005	223.33
10/21	10/14/2021	87524	4443	Napa Auto Parts-Golder's	20-00-2005	51.08
10/21	10/14/2021	87525	5162	National Hose Testing Specialties Inc	10-00-2005	3,598.50
10/21	10/14/2021	87526	5886	Office Depot Inc	10-00-2005	143.36
10/21	10/14/2021	87527	279	One Call Concepts, Inc	25-00-2005	36.95
10/21	10/14/2021	87528	4754	Oregon Building Officials Association	10-00-2005	1,950.00
10/21	10/14/2021	87529	4	Azalea Middle School	10-00-2005	24.00
10/21	10/14/2021	87530	4	Patty Labart	10-00-2005	234.00
10/21	10/14/2021	87531	5983	Aaron Pettis	10-00-2005	35.00
10/21	10/14/2021	87532	207	Quill Corporation	10-00-2005	285.69
10/21	10/14/2021	87533	3	John Wimberley	20-00-2005	14.32
10/21	10/14/2021	87534	3369	Schwabe Williamson & Wyatt PC	20-00-2005	3,483.00
10/21	10/14/2021	87535	4820	Unites States Geological Survey	20-00-2005	11,250.00
10/21	10/14/2021	87536	2122	Cardmember Service	10-00-2005	6,958.01
10/21	10/14/2021	87537	5992	Ziply Fiber	25-00-2005	1,049.30
10/21	10/21/2021	87538	2364	C & S Fire-Safe Services LLC	25-00-2005	523.75
10/21	10/21/2021	87539	5070	Canon Solutions America	10-00-2005	325.20
10/21	10/21/2021	87540	3015	Charter Communications	30-00-2005	599.98
10/21	10/21/2021	87541	1	Mallisa Bates	20-00-2005	18.37
10/21	10/21/2021	87542	1	Bernardo Herrera	20-00-2005	249.02
10/21	10/21/2021	87543	1	Amanda Kruschke	20-00-2005	160.58
10/21	10/21/2021	87544	1	McKenzie Cascade Excavation	20-00-2005	300.00
10/21	10/21/2021	87545	1	Brian Walker	20-00-2005	68.66
10/21	10/21/2021	87546	2640	Dyer Partnership Inc., The	51-00-2005	22,846.06
10/21	10/21/2021	87547	6117	ESP Water Products	50-00-2005	1,309.66
10/21	10/21/2021	87548	6097	GP Energy	10-00-2005	2,775.79
10/21	10/21/2021	87549	4171	In-Motion Graphics	10-00-2005	60.00
10/21	10/21/2021	87550	4980	iSecure	10-00-2005	33.00
10/21	10/21/2021	87551	4	Nicole Gosser	10-00-2005	224.00
10/21	10/21/2021	87552	4	Elizabeth Ward	10-00-2005	234.00
10/21	10/21/2021	87553	3	Dreiszus Loving Trust	20-00-2005	300.00
10/21	10/21/2021	87554	3	James Freeman	20-00-2005	360.24
10/21	10/28/2021	87555	5908	Amazon Capital Services	49-00-2005	1,178.75
10/21	10/28/2021	87556	4788	BOLI	51-00-2005	250.00
10/21	10/28/2021	87557	2364	C & S Fire-Safe Services LLC	10-00-2005	451.75
10/21	10/28/2021	87558	5070	Canon Solutions America	10-00-2005	49.98
10/21	10/28/2021	87559	6031	Cascade Home Center	15-00-2005	511.97
10/21	10/28/2021	87560	3015	Charter Communications	10-00-2005	144.98
10/21	10/28/2021	87561	5450	Complete Wireless Technologies	10-00-2005	225.00
10/21	10/28/2021	87562	182	Coos-Curry Electric	10-00-2005	4,599.31
10/21	10/28/2021	87563	284	Day Management Corp	10-00-2005	2,070.00
10/21	10/28/2021	87564	1	Mario Castro	20-00-2005	112.40
10/21	10/28/2021	87565	1	Guy Oliphant	20-00-2005	35.45
10/21	10/28/2021	87566	3342	Fastenal	25-00-2005	506.17
10/21	10/28/2021	87567	6080	George Petty Inc	10-00-2005	1,312.64
10/21	10/28/2021	87568	4171	In-Motion Graphics	61-00-2005	201.75
10/21	10/28/2021	87569	5860	Lane Council of Governments	10-00-2005	874.76
10/21	10/28/2021	87570	6119	Lynette McAllister	32-00-2005	20.00
10/21	10/28/2021	87571	6118	Metroquip Inc	25-00-2005	3,093.09
10/21	10/28/2021	87572	5501	Natures Coastal Holiday	32-00-2005	2,000.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
10/21	10/28/2021	87573	340	NFPA	10-00-2005	175.00
10/21	10/28/2021	87574	3561	Oil Can Henry's	10-00-2005	77.38
10/21	10/28/2021	87575	4	Whitney Pincombe	10-00-2005	250.00
10/21	10/28/2021	87576	4	Amber Powell	10-00-2005	234.00
10/21	10/28/2021	87577	4	Rotary Club of Brookings-Harbor	10-00-2005	24.00
10/21	10/28/2021	87578	5772	PowerPhone Inc	10-00-2005	109.00
10/21	10/28/2021	87579	3	Amanda Kruschke	20-00-2005	96.61
10/21	10/28/2021	87580	380	Stadelman Electric Inc	10-00-2005	1,444.71
10/21	10/28/2021	87581	142	Tidewater Contractors Inc	51-00-2005	9,500.00
10/21	10/28/2021	87582	2863	Verizon Wireless	10-00-2005	677.80
10/21	10/28/2021	87583	861	Village Express Mail Center	10-00-2005	10.49
10/21	10/28/2021	87584	169	Waste Connections Inc	15-00-2005	768.97
10/21	10/28/2021	87585	5071	Wes' Towing	10-00-2005	812.00
10/21	10/28/2021	87586	5992	Ziply Fiber	30-00-2005	394.81
Grand Totals:						<u>273,649.58</u>

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: Summary