

RESOLUTION NO. 1430

**A RESOLUTION DIRECTING THE CITY MANAGER OR HIS DESIGNEE TO ENTER INTO A SECOND AMENDMENT TO A ROAD EASEMENT AGREEMENT BETWEEN CENTRAL OREGON & PACIFIC RAILROAD, INC. AND THE CITY OF CENTRAL POINT**

WHEREAS, the City of Central Point has an approved Final Order (FO) for the construction of a New Railroad-Highway Grade Crossing at Twin Creeks Road and Central Oregon & Pacific Railroad; and

WHEREAS, the First Amendment to Road Easement Agreement has expired and a subsequent amendment is necessary to ensure the construction of transportation and utility improvements; and

WHEREAS, the Twin Creeks/Highway 99 at-grade railroad crossing is identified in the City's 2008 Transportation System Plan (TSP) as a high priority Tier 1, Short-term project (Project No. 202) which is scheduled for funding and construction; and


WHEREAS, the completion of the Twin Creeks/Highway 99 at-grade railroad crossing is critical to subsequent completion of the Twin Creeks master plan and general economic development in the City of Central Point; and

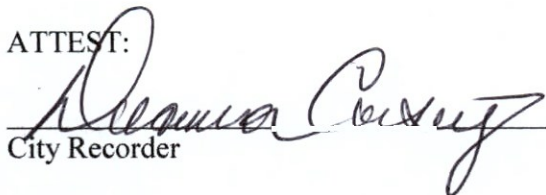
WHEREAS, the City Council of the City of Central Point deems that the necessity, convenience and the general welfare of the public will benefit by this agreement;

NOW, THEREFORE, THE CITY OF CENTRAL POINT RESOLVES AS FOLLOWS, to approve the Second Amendment to Road Easement Agreement (No. CORP 080625) in the manner stated in said agreement which is Exhibit "A".

BE IT FURTHER RESOLVED that the City Council directs the City Manager to consummate the agreement (Exhibit "A") following the adoption of this resolution.

PASSED by the City Council and signed by me in authentication of its passage this 16 day of July, 2015.

  
Council President Bruce Dangler

ATTEST:  
  
City Recorder

**SECOND AMENDMENT TO ROAD EASEMENT AGREEMENT**  
**Agreement Number: CORP 080625**

This agreement made as of this                      day                      , 2015.

Between:

Central Oregon and Pacific Railroad, Inc.  
(in this Agreement called "Railroad")

And

City of Central Point  
(in this Agreement called "Grantee")

Whereas, Railroad and Grantee are parties (or successors thereof) to a certain Easement Agreement (hereinafter "Original Agreement") dated June 24<sup>th</sup>, 2008 and an Amendment to said Original Agreement (hereinafter "Amendment") dated August 10, 2011 in the respect of a proposed at grade road crossing as described by Exhibit "A" of the Original Agreement.

And, whereas the parties have mutually agreed to modify the terms of the Original Agreement and Amendment once more in the manner and to the extent hereafter set forth:

NOW THEREFORE THIS AGREEMENT WITNESSETH:

1. Section 4 of the Original Agreement and Amendment is amended in its entirety to read as follows: The rights herein granted shall lapse and become void upon construction or reconstruction of said highway by Grantee, its agents or assigns, except as otherwise extended in writing by Railroad."
2. Section 10 of the Original Agreement is hereby amended to read, "Grantee and Railroad acknowledge payment in full with execution of this amendment. This brings the total cash outlay for the easement described in the Original Agreement to One Hundred Twenty Five Thousand Dollars (\$125,000). This payment shall secure the right to this easement until such time as construction of the Twin Creeks Crossing begins and no further payment shall be required from Grantee to maintain the Easement granted herein."
3. In all other respects the Easement Agreement is hereby ratified and confirmed.

In WITNESS WHEREOF, the parties hereto have executed this agreement as and of the day of the year first written above.

*City of Central Point*

*Print Name and Title*

*Central Oregon & Pacific Railroad, Inc*

*Tony D Long – Vice President*