

DONATION AGREEMENT

RECITALS

WHEREAS, pursuant to ORS 271.310(1), Jackson County, Oregon is authorized to convey real property owned by Jackson County to another governmental body if the public interest may be furthered; and

WHEREAS, Jackson County owns certain real properties, set forth in Exhibit A to this Agreement (“the Properties”), located within the boundaries of Jacksonville, Oregon and which have historical significance; and

WHEREAS, Jackson County lacks the resources to continue to properly maintain and care for the Properties and has determined that the public interest may be furthered by conveying the Properties to Jacksonville, Oregon; and

WHEREAS, the City of Jacksonville (sometimes referred to herein as “City”), Oregon desires to obtain these properties to help ensure that these historically significant Properties located within its boundaries are properly cared for and maintained and that the public interest may be furthered.

AGREEMENT

NOW THEREFORE, the parties agree as follows:

1. Jackson County shall convey the Properties to the City of Jacksonville, Oregon pursuant to a quit claim deed for each of the Properties within 30 days of the date this Donation Agreement is signed.
2. The City of Jacksonville, Oregon shall accept the Properties pursuant to the quit claim deeds executed by Jackson County.
3. At closing, there will be no contractual commitments affecting the property except bills for utilities, which shall have a zero balance as of the date of conveyance.
4. County has provided City with copies of the following if available: (1) current investigations, proceedings, violations, and lawsuits relating to the Properties; (2) description of conditions presenting environmental compliance issues (e.g., storage, disposal, or treatment issues; underground tanks; and issues regarding compliance with applicable permits, timetables, or administrative requirements); (3) description of conditions or activities forming the basis for any current or potential claim or proceeding against County with respect to environmental matters, including any potential cleanup requirements; (4) descriptions of encumbrances on the Properties; (5) copies of all title reports and title insurance policies; and (6) information on any reports, assessments, or studies regarding actions required to bring the Properties into compliance with the Americans with Disabilities Act or any other federal or state local ordinance

or code (including actions that would be required only on transfer); (6) contractor or vendor warranties relating to real property improvements; (7) list of all personal property, if any, to be included with the purchase, together with information regarding any security interests or encumbrances on the personal property; (8) copies of all construction contracts for facilities under construction or remodel, together with plans and specifications, including, but not limited to, site plans, architectural plans, surveys, landscape plans, permits, site plan approvals, land use approvals, construction lien waivers, evidence of insurance and bonds, inspection reports, utility agreements, and licenses and easements for construction activities.

5. To the best of County's knowledge:

- a. No action, suit, proceeding, order, investigation, or claim is pending or threatened against the Properties, at law or in equity, or before or by any governmental department, commission, board, bureau, agency, or instrumentality; and, to the best knowledge of County, no basis exists for any of the foregoing.
- b. County is not liable under any environmental law for investigation, remedial, removal, or other response costs, natural resources damages, or other claims (including administrative orders) arising out of the release or threatened release of any hazardous substance at the Properties, and no basis exists for any such liability.
- c. Properties are not subject to any outstanding order, writ, injunction, decree, or judgment and the County has not been charged with, or threatened with a charge of, a violation of any provision of federal, state, or local law or regulation with respect to the Properties.
- d. Properties are not subject to any real property leases except those disclosed on Schedule A attached hereto. (for which County has provided City copies of lease agreements, amendments, letter agreements, estoppel certificates, or correspondence relating to the leases.
- e. County is not aware of and has not received notice of any past, present, or anticipated future events, conditions, activities, investigation, studies, plans, or proposals that (i) would interfere with or prevent compliance by City with any Environmental Law or (ii) may give rise to any common-law or other liability, or otherwise form the basis of a claim, action, suit, proceeding, hearing, or investigation, involving the County, and related in any way to Hazardous Substances or Environmental Laws.

6. The Recitals are incorporated in and are part of this agreement.

7. This agreement shall be effective on the date of execution and shall terminate on the date the quit claim deeds to all of the Properties are recorded with the Jackson County Clerk.

8. No modification of this agreement will be valid unless it is in writing and is signed by the parties.

9. This agreement is the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained in this agreement. This agreement will supersede all prior communications, representations, and agreements, oral or written, of the parties.

10. The invalidity of any term or provision of this agreement will not affect the validity of any other provision.

11. Nothing in this agreement is intended to create any relationship between Jackson County and the City of Jacksonville, Oregon other than that of independent entities contracting with each other solely for purposes of effectuating the provisions of this agreement.

12. Waiver by any party of strict performance of any provision of this agreement will not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision.

13. Subject to restrictions in this agreement upon assignment, if any, this agreement will be binding on and inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties.

14. This agreement will be interpreted and enforced according to the laws of the state of Oregon. Any legal action regarding this agreement must be filed in the Jackson County Circuit Court.

15. All exhibits referred to in this agreement are incorporated by reference.

16. The provisions of this agreement will not be deemed to confer any rights upon, nor obligate any of the parties to, any other person or entity.

Dated this ____ day of _____, 2012.

JACKSON COUNTY

CITY OF JACKSONVILLE,
OREGON

Exhibit A

1. Jacksonville Museum of Southern Oregon History, together with any storage buildings located on Tax Lot #3800
206 North Fifth Street, Jacksonville, Oregon
Tax Lot #3800, T: 37S, R: 2W, S: 32
2. Beekman Bank
100 West California Street, Jacksonville, Oregon
Tax Lot #6600, T: 37S, R: 2W, S: 32
3. Catholic Rectory
210 North Fourth Street, Jacksonville, Oregon
Tax Lot #4400, T: 37S, R: 2W, S: 32
4. Beekman House
452 East California Street, Jacksonville, Oregon
Tax Lot #101, T: 37S, R: 2W, S: 32

After recording return to Grantee:

City of Jacksonville

PO Box 7

Jacksonville OR 97530

Until a change is requested, all tax statements
shall be sent to Grantee at the following address:

City Jacksonville

PO Box 7

Jacksonville OR 97530

QUITCLAIM DEED

Jackson County, Oregon, a political subdivision of the State of Oregon, Grantor, releases and quitclaims to City of Jacksonville, a Municipal Corporation of the State of Oregon, Grantee, all right, title and interest Jackson County, Oregon currently holds in and to the following real property described on EXHIBIT "A", which is attached hereto and incorporated here by reference.

The true and actual consideration for this conveyance is \$0.00.

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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. 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, AND SECTIONS 2 TO 9 AND 17 CHAPTER 855, OREGON LAWS 2009..

The Order of the Board of Commissioners of Jackson County authorizing this sale was dated _____, 20____, and entered as Board Order # _____.

Dated this _____ day of _____, 20____, at Medford, Oregon.

JACKSON COUNTY BOARD OF COMMISSIONERS

Don Skundrick, CHAIR

Approved as to Legal Sufficiency:

Senior Assistant County Counsel

STATE OF OREGON)
) ss.
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012,
by _____, Jackson County Board of Commissioners
Chair, who is known to me, and acknowledged he is the Chair of the Jackson County Board of
Commissioners, Jackson County, Oregon, and that he signed the foregoing instrument on behalf of
Jackson County with proper authority as the act of the County for the purpose therein stated.

Notary Public for the State of Oregon

My Commission Expires _____

Exhibit A

PARCEL 1 (Beekman Bank)

The East fifteen (15) feet by seventy-
five (75) feet of Lot four (4), Block
two (2) in Jacksonville in Jackson County,
State of Oregon, 



(Account # 10005049, Map 372W32BA-6600)

Reviewed:

Scott Fein, Deputy Surveyor

FEIN

After recording return to Grantee:

City of Jacksonville

PO Box 7

Jacksonville OR 97530

Until a change is requested, all tax statements shall be sent to Grantee at the following address:

City Jacksonville

PO Box 7

Jacksonville OR 97530

QUITCLAIM DEED

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Dated this _____ day of _____, 20____, at Medford, Oregon.

JACKSON COUNTY BOARD OF COMMISSIONERS

Don Skundrick, CHAIR

Approved as to Legal Sufficiency:

Senior Assistant County Counsel

STATE OF OREGON)
) ss.
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012,
by _____, Jackson County Board of Commissioners
Chair, who is known to me, and acknowledged he is the Chair of the Jackson County Board of
Commissioners, Jackson County, Oregon, and that he signed the foregoing instrument on behalf of
Jackson County with proper authority as the act of the County for the purpose therein stated.

Notary Public for the State of Oregon

My Commission Expires _____

Exhibit A

PARCEL 2 (Beekman House)

Commencing at a stone marking the southeast corner of the Northwest Quarter of Section 32, Township 37 South, Range 2 West, Willamette Meridian, Jackson County, Oregon; thence North $0^{\circ} 01' 28''$ West, 903.31 feet to a $5/8''$ iron pin at the most southeasterly corner of that tract described in No. 66-08367, Official Records; thence along the south line of said tract, South $60^{\circ} 00' 51''$ West, 68.38 feet (record South $66^{\circ} 03' 10''$ West, 58.33 feet) to a $5/8''$ iron pin; thence North $67^{\circ} 20' 37''$ West, 138.24 feet (record North $67^{\circ} 20' 40''$ West, 138.27 feet to a $5/8''$ iron pin at the most southwesterly corner of said tract; thence along the westerly line of said tract, North $22^{\circ} 08' 07''$ East (record North $22^{\circ} 09' 20''$ East), 252.39 feet to a $5/8''$ iron pin and the True Point of Beginning; thence continue along said westerly line, North $22^{\circ} 08' 07''$ East (record North $22^{\circ} 09' 20''$ East), 297.86 feet to a $5/8''$ iron pin on the southwesterly line of California Street; thence along said southeasterly line, South $67^{\circ} 12' 28''$ East, 110.93 feet (record South $67^{\circ} 20' 40''$ East, 110.84 feet) to a $5/8''$ iron pin at the most northeasterly corner of said tract; thence along the easterly line of said tract, South $22^{\circ} 47' 10''$ West, 241.26 feet to a $5/8''$ iron pin; thence leaving said easterly line, South $63^{\circ} 45' 41''$ West, 74.04 feet; thence North $67^{\circ} 51' 53''$ West, 59.0 feet to the True Point of Beginning.



(Account # 10007198, Map 372W32BD-101)

Reviewed:

Scott Fein, Deputy Surveyor

After recording return to Grantee:

City of Jacksonville

PO Box 7

Jacksonville OR 97530

Until a change is requested, all tax statements shall be sent to Grantee at the following address:

City Jacksonville

PO Box 7

Jacksonville OR 97530

QUITCLAIM DEED

Jackson County, Oregon, a political subdivision of the State of Oregon, Grantor, releases and quitclaims to City of Jacksonville, a Municipal Corporation of the State of Oregon, Grantee, all right, title and interest Jackson County, Oregon currently holds in and to the following real property described on EXHIBIT "A", which is attached hereto and incorporated here by reference.

The true and actual consideration for this conveyance is \$0.00.

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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. 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, AND SECTIONS 2 TO 9 AND 17 CHAPTER 855, OREGON LAWS 2009..

The Order of the Board of Commissioners of Jackson County authorizing this sale was dated _____, 20____, and entered as Board Order # _____.

Dated this _____ day of _____, 20____, at Medford, Oregon.

JACKSON COUNTY BOARD OF COMMISSIONERS

Don Skundrick, CHAIR

Approved as to Legal Sufficiency:

Senior Assistant County Counsel

STATE OF OREGON)
) ss.
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012,
by _____, Jackson County Board of Commissioners
Chair, who is known to me, and acknowledged he is the Chair of the Jackson County Board of
Commissioners, Jackson County, Oregon, and that he signed the foregoing instrument on behalf of
Jackson County with proper authority as the act of the County for the purpose therein stated.

Notary Public for the State of Oregon

My Commission Expires _____

Exhibit A

PARCEL 3 (Museum)

All of Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7) and Eight (8) of Block Nineteen (19), City of Jacksonville, Jackson County, Oregon, according to the official plat thereof, now of record.



(Account # 10004774, Map 372W32BA-3800)

Reviewed:

Scott Fein, Deputy Surveyor

After recording return to Grantee:

City of Jacksonville

PO Box 7

Jacksonville OR 97530

Until a change is requested, all tax statements shall be sent to Grantee at the following address:

City Jacksonville

PO Box 7

Jacksonville OR 97530

QUITCLAIM DEED

Jackson County, Oregon, a political subdivision of the State of Oregon, Grantor, releases and quitclaims to City of Jacksonville, a Municipal Corporation of the State of Oregon, Grantee, all right, title and interest Jackson County, Oregon currently holds in and to the following real property described on EXHIBIT "A", which is attached hereto and incorporated here by reference.

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The Order of the Board of Commissioners of Jackson County authorizing this sale was dated _____, 20____, and entered as Board Order # _____.

Dated this _____ day of _____, 20____, at Medford, Oregon.

JACKSON COUNTY BOARD OF COMMISSIONERS

Don Skundrick, CHAIR

Approved as to Legal Sufficiency:

Senior Assistant County Counsel

STATE OF OREGON)
) ss.
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012,
by _____, Jackson County Board of Commissioners
Chair, who is known to me, and acknowledged he is the Chair of the Jackson County Board of
Commissioners, Jackson County, Oregon, and that he signed the foregoing instrument on behalf of
Jackson County with proper authority as the act of the County for the purpose therein stated.

Notary Public for the State of Oregon

My Commission Expires _____

Exhibit A

PARCEL 4 (Catholic Rectory Hall)

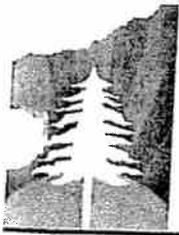
The Southerly 50.0 feet of Lots One (1) and Two (2), Block Eighteen (18) of the Original Town of Jacksonville, Jackson County, Oregon, according to the official plat thereof, now of record.



(Account # 10004831, Map 372W32BA-4400)

Reviewed:

Scott Fein, Deputy Surveyor



**JACKSON
COUNTY**
Oregon

MEMO
INTER-OFFICE

Allie O'Connor
Assistant County Counsel
10 S. Oakdale Rm 118A
Medford, OR 97501
Phone: 541-774-6160
Fax: 541-774-8722
oconnorao@jacksoncounty.org

To: Douglas M. McGeary, County Counsel
From: Allie O'Connor, Assistant County Counsel *AK*
Subject: Deed Restrictions Affecting Transfer of Real Property: Beekman House; Beekman Bank; Museum; Rectory Hall for purposes of Real Property Conveyance
Date: April 16, 2007

This document supplements my memo to you of March 1, 2007, the subject of which was "Deed Restrictions Affecting Transfer of Real Property (US Hotel); Statutory Analysis of ORS 271 and 275 for purposes of Real Property Conveyance."¹ I have reviewed the documents on file in the Jackson County Clerk's Office relating to the following properties now owned by Jackson County and currently leased to the Southern Oregon Historical Society, Inc.² Additionally, a Public Records Report from Land America Lawyer's Title has been obtained and reviewed for these properties. The properties subject to review in this memo are: (1) Beekman House; (2) Beekman Bank; (3) Rectory Hall; and (4) Jacksonville Museum. A table is herein attached summarizing the following findings.³

1. BEEKMAN HOUSE

The following is a summary of recorded conveyances relating to this property:⁴

- A. Carrie Beekman, Grantor, to the University of Oregon, Grantee. Date: July 28, 1960. Form of Conveyance: Order of Partial Distribution (In the Circuit Court of the State of Oregon for the County of Multnomah; Department of Probate). Restrictions: None.
- B. Street Vacation: January 29, 1969. Form of Conveyance: City Ordinance.

¹A copy of that memo is attachment 1.

²A copy of the SOHS/Jackson County Lease is attachment 2a. That lease was attached to and made a part of the September 10, 2003, Settlement Agreement between Jackson County and SOHS on behalf of multiple historical societies. A copy of the Settlement Agreement is attachment 2b.

³See attachment 3. For ease of reference, the US Hotel property is included in the chart, though that analysis was made in my previous memo to you.

⁴Copies of documents described in paragraphs 1A-F are attachment 4.

Restrictions: None.

- C. State Board of Higher Education, Grantor, to Jackson County, Grantee. Date July 25, 1966. Form of Conveyance: Bargain and Sale Deed. Restrictions: None.
- D. A.E. Reinking and Lois L. Reinking, Grantors to Jackson County, Grantee. Date: August 4, 1966. Form of Conveyance: Quitclaim. Restrictions: None.
- E. State Board of Higher Education, Grantor, and Jackson County, Grantee. Date: September 14, 1966. Form of Conveyance: Quitclaim Deed. Restrictions: None.
- F. Jackson County, Grantor, to Jackson County, Grantee. Date: February 17, 1997. Form of Conveyance Bargain and Sale Deed. Restrictions: None.

Conclusion: Title to Beekman House is vested in Jackson County, Oregon. There are no deed restrictions in any of the above referenced conveyances. This property may be conveyed by Jackson County in accordance with the provisions of ORS 271 and ORS 275.

2. BEEKMAN BANK

The following is a summary of recorded conveyances relating to this property:⁵

- A. Carrie C. Beekman, grantor, to Oregon Historical Society. Date: October 14, 1947. Form of Conveyance: Deed. Restrictions. Yes. "Said property is of historic interest and is to be used and maintained for its educational value. The care and custody of said property shall be and remain with Oregon Historical Society."
- B. Oregon Historical Society. Grantor, to Southern Oregon Historical Society, Grantee. Date: September 23, 1975. Form of Conveyance: Bargain and Sale Deed. Restrictions. Yes. "Said property is of historic interest and is to be used and maintained for its educational value. The care and custody of said property shall be and remain with Oregon Historical Society."
- C. Southern Oregon Historical Society, Grantor, to Jackson County, Oregon, Grantee. Date: October 20, 1975 (accepted and approved by Isabel H. Sickels Commissioner November 18, 1975). Restrictions: Yes. "Said property is of historic value. Title to the property shall be in Jackson County, Oregon, but the

⁵Copies of the documents in paragraphs 2A-C are attachment 5.

care and custody of said property shall be and remain with Southern Oregon Historical Society as required by Deed from Oregon Historical Society to Southern Oregon Historical Society, dated September 23, 1975.

Conclusion: Title to Beekman Bank is vested in Jackson County, Oregon. Restrictions: Said property is of historic value. Title to the property shall be in Jackson County, Oregon, but the care and custody of said property shall be and remain with Southern Oregon Historical Society.

3. MUSEUM

The following is a summary of recorded conveyances relating to this property.⁶

- A. James Chigagu (spelling) Grantor, to Board of Commissioners, Jackson County. Form of Conveyance: Deed. Date: November 29, 1865. Restrictions: None
- B. Jackson County Board of Commissioners, Grantor, to Jackson County Oregon, Grantee. Date: October 23, 1957. Restrictions: None.

Conclusion: Title to the Jacksonville Museum is vested in Jackson County Oregon. There are no deed restrictions in any of the above conveyances. This property may be conveyed by Jackson County in accordance with the provisions of ORS 271 and ORS 275.

4. RECTORY HALL

The following is a summary of recorded conveyances relating to this property:⁷

- A. Charles James and Cora M. Ravenor, to R.A. and Louise B. Johnson. Date: January 30, 1924. Form of Conveyance: Warranty Deed. Restrictions. None.
- B. R.A. Johnson, Administrator of the Estate of Louise B. Johnson, to Robertson E. Collins. Date September 27, 1966. Form of Conveyance: Administrator's Deed. Restrictions: None.
- C. Robertson E. Collins, Grantor, to Jackson County, Grantee. Date: February 7, 1968. Form of Conveyance: Bargain and Sale Deed. Restrictions: Property conveyed to Jackson County, Oregon for historical purposes and not ever to be used for any commercial purpose or financial gain.

⁶Copies of the documents in paragraphs 3A-B are attachment 6.

⁷Copies of the documents in paragraphs 4A.-C. are attachment 7.

April 16, 2007
Page 4

Conclusion: Title in Rectory Hall is vested in Jackson County. Restrictions: The property was conveyed to the County for historical purposes and not ever to be used for any commercial purpose or financial gain.

Jan Garcia

From: Jeff Alvis [administrator@jacksonvilleor.us]
Sent: Wednesday, September 26, 2012 1:13 PM
To: 'Jan Garcia'
Subject: FW: Amendment to SOHS master lease
Attachments: First Amendment to Lease #2.docx; Comparison First Amendment to Lease #1 compared to #2.docx; Acknowledgement and Stipulation to First Amendment #2 (1).docx; Comparison Acknowledgement and Stipulation #2 to #1.docx; Summary of Deed Restrictions.pdf; Bank Furnishings Bill of Sale.pdf

Copy for council

From: SOHS Director [mailto:director@sohs.org]
Sent: Wednesday, September 26, 2012 11:34 AM
To: Harvey Bragg
Cc: Dick Thierolf; davthorn@medfab.com; Doug Schmor; administrator@jacksonvilleor.us
Subject: Amendment to SOHS master lease

Good Morning, Harvey.

SOHS's attorneys have completed their review of the proposed 1st Amendment to the SOHS/Jackson County master lease. They have recommended the alterations and additions to be found in the attached documents. These consist of:

- Simple acknowledgment, without conditions, of the sub-leases currently in place between the Jacksonville Heritage Society and other organizations. The City of Jacksonville has indicated its willingness to honor the full term of the leases with the Friends of St Joseph and Art Presence. There is an additional agreement with Jacksonville Publishing regarding the Beekman Bank Foyer which extends for 5 years from June 2012. The City does not want to enter into such a long term agreement at this time. However, the agreement may be terminated on three months notice by either party -JHS or Jacksonville Publishing.
- An effective date of October 1st, 2012

As an additional piece of information relevant to the transfer of properties, I feel I need to inform you and the City of Jacksonville of certain conditions set in place when the Beekman Bank property was transferred from the Oregon Historical Society to SOHS and thence to Jackson County in 1975. You are aware of the deed restriction for the property that requires the property remain in the "care and custody" of SOHS. The Oregon Historical Society has indicated that it will agree to abandon the restriction in that deed. SOHS will also agree to abandon that claim. In addition, however, a Bill of Sale (attached) was concluded at that time covering the contents, furnishings and fixtures of the Beekman Bank that specifies that these items must be kept on public display or ownership will revert to the Oregon Historical Society. Specifically included in that Bill of Sale was the Bank's vault, which was treated as a piece of the furnishings and fixtures rather than as an integral part of the property. So, in transferring ownership of the property to the City of Jacksonville, it should be understood that ownership of the "safe, vault, counters, gold weighing scales, and other equipment..." does not transfer. These remain with the Southern Oregon Historical Society "so long as...is exhibited in connection with the building..." Should that condition not be fulfilled, ownership will revert to the Oregon Historical Society.

Please let me know if you accept the modifications to the 1st Amendment to the lease, or if you have any additional comments.

Sincerely.

Robert Esterlein
Executive Director
Southern Oregon Historical Society

FIRST AMENDMENT TO LEASE

RECITALS

A. Jackson County, the Southern Oregon Historical Society and other historical societies entered into an agreement to settle litigation on September 10, 2003 ("Settlement Agreement") a part of which required Jackson County to lease certain specific property to the Southern Oregon Historical Society.

B. Jackson County ("Landlord") and Southern Oregon Historical Society ("Tenant") are parties to a Lease dated September 10, 2003 (the "Lease"), a required part of the Settlement Agreement.

C. Landlord and Tenant now desire to amend the terms of the Lease to remove certain specific properties from being subject to the terms of the Lease, thereby ending the tenancy as it pertains to those properties and returning said properties to the sole control of the Landlord, while maintaining the terms of the Lease as to the remaining properties.

AGREEMENT

NOW THEREFORE, the parties agree as follows:

1. Effective October 1, 2012, the Lease is hereby amended by revising that section of the Lease setting forth the properties that are subject to the Lease (described as the "Premises" in the terms of the Lease), on page 2 of the Lease, to read as follows:
 1. U.S. Hotel (excluding that portion leased by Landlord for commercial purposes - east part of the first floor, approximately 62 feet deep by 32 feet wide), Jacksonville, Oregon
Tax Lots #6901 and 6903, Township 37 South, Range 2 West, Section 32
approximately 5,184 sq. ft
 2. Collection Storage Building
3200 Antelope Road, White City, Oregon
Contains approximately 0.611 acres (See Exhibit A for legal description). Note that the building is owned by the Tenant and the land is owned by the Landlord. Tenant is only leasing the land from Landlord.
2. All other Properties constituting the Premises, as described in the terms of the Lease dated September 10, 2003, are heretofore excluded from the terms of the Lease. Jackson County agrees to accept the Properties heretofore excluded from the terms of the Lease in the condition that said Properties exist in on the date of this Amendment.
3. Tenant agrees to defend, indemnify and hold harmless, including attorney's fees and costs, Landlord and its employees, officers, contractors and agents from any

claims made by any party that this Amendment to the Lease violates any provision of the Settlement Agreement.

4. All other provisions of the Lease remain in full effect.
5. The Properties returned to Jackson County are subject to the following agreements which were put in place by Jacksonville Heritage Society as manager for SOHS:

(1) Rental Agreement with Friends of St. Joseph's for Catholic Rectory dated December 1, 2011.

(2) Sublease of Historic Jail to Arts Council of Southern Oregon dated April 1 2012.

The City of Jacksonville has advised SOHS that it is willing to accept ownership of all three Properties from Jackson County subject to the terms of these agreements.

Dated this _____ day of _____, 2012.

JACKSON COUNTY

SOUTHERN OREGON
HISTORICAL SOCIETY

**ACKNOWLEDGEMENT AND STIPULATION TO
FIRST AMENDMENT TO LEASE BETWEEN
JACKSON COUNTY, OREGON AND
SOUTHERN OREGON HISTORICAL SOCIETY**

RECITALS

- A. Jackson County, Oregon (“Jackson County”) and the Southern Oregon Historical Society (“SOHS”) are parties to a lease dated September 10, 2003 (the “Master Lease”) for certain properties identified in the Master Lease.
- B. SOHS and the Jacksonville Heritage Society (“JHS”) are parties to a management agreement dated August 23, 2012 (the “Management Agreement”) whereby SOHS assigned to JHS day to day management and long term maintenance of certain properties (the “Properties”) leased to SOHS pursuant to the Master Lease.
- C. Jackson County consented to the terms of the Management Agreement while reserving any and all rights afforded to Jackson County pursuant to the terms of the Master Lease.
- D. Jackson County and SOHS have agreed to an amendment to the Master Lease removing from the terms of the Master Lease the Properties, thereby ending the tenancy of SOHS as it pertains to the Properties and returning the Properties to the sole control of the Jackson County.

**ACKNOWLEDGEMENT AND
STIPULATION**

- 1. JHS acknowledges that Jackson County and SOHS have the right and authority to amend the terms of the Master Lease without the consent of JHS, as JHS is neither a party to nor a beneficiary of the Master Lease.
- 2. JHS further acknowledges that the terms of the Management Agreement assigned to JHS only such rights, duties and obligations SOHS had to the Properties pursuant to the Master Lease.
- 3. JHS further acknowledges that the terms of the Master Lease have been amended by Jackson County and SOHS to remove from the terms of the Master Lease the Properties for which day to day management and long term maintenance had assigned to JHS by SOHS pursuant to the Management Agreement. The effective date of such removal shall be October 1, 2012.
- 4. JHS and Jackson County further acknowledge that because the terms of the Master Lease have been amended by Jackson County and SOHS as of October 1, 2012, JHS no longer has any authority or right to the day to day management, long term maintenance or any other right, duty or obligation under the terms of the Management Agreement to the Properties, and that such obligation shall transfer to Jackson County or its successors and assigns.
- 5. JHS agrees that JHS shall not commence any legal action, including litigation, mediation, arbitration or any other form, in any venue, against Jackson County or SOHS and their

respective employees, officers, contractors or agents asserting any rights, duties or obligations as to the Properties pursuant to the terms of the Management Agreement, which shall be terminated in its entirety as of October 1, 2012.

6. JHS agrees that if JHS commences any legal action against Jackson County or SOHS in violation of paragraph 5 of this Acknowledgement and Stipulation, JHS shall defend, indemnify and hold harmless Jackson County, SOHS and their respective employees, officers, contractors and agents from any and all damages and costs, including attorney's fees and costs, related to such legal action.
7. JHS warrants that the person signing below has the authority to bind JHS as to the terms of this Acknowledgement and Stipulation.
8. JHS has two rental agreements for said properties, as follows:
 - (1) Rental agreement with Friends of St. Josephs for Catholic Rectory - December 1, 2011.
 - (2) Sublease of Jail to Arts Council of Southern Oregon dated April 1, 2012.

Jackson County agrees to accept assignment of such agreements and convey said properties to the City of Jacksonville, subject to the terms of such existing agreements.

9. This Acknowledgement and Stipulation shall terminate an existing artifact loan agreement with JHS. SOHS, at its sole election, may enter into negotiations with the City of Jacksonville for a new artifact loan agreement or may choose to remove its artifacts from the Properties.

Jacksonville Heritage Society

By: _____, its _____
(Print)

Date

Jackson County

By: _____, its _____
(Print)

Date

Southern Oregon Historical Society

By: _____, its _____
(Print)

Date

MEMORANDUM

DATE: September 18, 2012

TO: Mayor and City Council
Jacksonville City Administrator

FROM: Jacksonville Heritage Society

SUBJECT: Transition Proposal for Transfer of County Owned Buildings
Managed by the Heritage Society to the City of Jacksonville

Jackson County has proposed to transfer ownership of the historic Jackson County Courthouse complex, St. Joseph's Catholic Rectory, the Beekman Bank, and the Beekman House to the City of Jacksonville. Acceptance of these buildings is an agenda item for tonight's City Council meeting.

The Jacksonville Heritage Society (JHS) currently manages these properties under a sub-lease with the Southern Oregon Historical Society (SOHS). Upon transfer of the properties, all JHS management responsibilities will cease.

JHS currently has contractual agreements with several organizations for use and/or management of some of these buildings. The City may wish to continue a relationship with many of these parties.

In the interest of facilitating the transfer of building management and providing some continuity for existing tenants, JHS has created a formal building transition plan which is attached for your review.

We appreciate the ways in which the City has supported JHS's efforts to preserve and maintain these buildings and will be happy to work with the City to make the process as smooth as possible.

A handwritten signature in black ink, consisting of a stylized cursive 'C' followed by a long, sweeping horizontal line that ends in a small upward curve.

CHK/

Transition Proposal
for
County Owned Buildings
managed by
The Jacksonville Heritage Society

Jackson County is currently in the process of amending its Master Lease with the Southern Oregon Historical Society (SOHS) for the Jacksonville buildings which the Jacksonville Heritage Society (JHS) currently manages: St. Joseph's Catholic Rectory, the historic Courthouse complex, the Beekman House, and the Beekman Bank. This will automatically terminate JHS's sublease with SOHS. Subsequent to the lease amendments, the County will transfer ownership of these buildings to the City of Jacksonville.

Specific dates remain subject to various legalities. In the meantime, JHS is recommending the following transition plan to facilitate transfer of building management from JHS to the City.

Transfer of Control

JHS proposes to continue management of the buildings and to pay the monthly utilities for City water and sewer, Avista gas, Pacific Power, telephone, and SOS alarm security until **November 1, 2012**. JHS will notify the applicable service providers to cancel the JHS account for these services effective November 1, 2012.

All current users of the property will be given notice to vacate the buildings effective November 1, 2012, and referred to the City for possible continued use of the buildings under City approval. This will include **Jacksonville Publishing**, which sponsors the Beekman Bank; **Art Presence** currently occupying the former Children's Museum, the **Jacksonville Farmers Market** occupying the former SOHS office annex buildings and "C" Street lawn area frontage, and **Britt Festivals** occupying the "shop" building in the Courthouse complex; and the **Friends of St. Josephs** who maintain and manage St. Joseph's Catholic Rectory.

No later than November 1, 2012, JHS will terminate any and all building management and maintenance functions related to these historic buildings. JHS will provide all keys to City staff and cease entry into the buildings.

Landscape Maintenance, Lawncare, Irrigation, Water & Sewer

The cost for landscape maintenance lawncare, and irrigation are significant to JHS. Currently, Mel Ashland covers this cost for the entire Courthouse complex and Carolyn Kingsnorth subsidizes these costs for the Beekman House. It would be unfair for these two JHS Board members to continue covering these costs.

Effective **Monday, October 1, 2012**, JHS will turn off all irrigation water and cease further landscape maintenance including lawn care. Should the City wish to provide for these services and cover these costs, it should do so by terminating the Community Services charge to

JHS effective Monday, October 1, 2012. City staff will be granted full access to the outside lawn areas to provide lawn care and irrigation. This would include trash pickup and bathroom maintenance as well.

Victorian Christmas

The Jacksonville Chamber of Commerce sponsors Victorian Christmas each year for the first three weekends in December. The Beekman Bank and the Beekman House have been integral components of the Victorian Christmas. This year, Art Presence has proposed to sponsor several events in the historic Jail. JHS will instruct the Chamber of Commerce (Beekman Bank) and Art Presence (Children's Museum building) to contact the City of Jacksonville regarding the use of these buildings for Victorian Christmas. Volunteers are willing to run a Victorian Christmas program at the Beekman House. JHS will be happy to put the City in touch with these volunteers should the City wish to continue the Beekman House program under its own auspices or the auspices of the Chamber or SOHS.

Existing Commitments

Art Presence - Art Presence of Jacksonville currently occupies the historic jail, the former Children's museum, part of the historic Jackson County Courthouse complex. JHS has entered into a short contract with the **Arts Council for Southern Oregon**, the umbrella non-profit organization for **Art Presence**, for the use of the Children's Museum building through December 31st. Art Presence has several planned events during Victorian Christmas. Art Presence had also hoped to extend its rental agreement for the Jail for an additional five years. The Arts Council for Southern Oregon has recently moved into the 2nd floor space.

We would encourage the City to contact Anne Brooke-Hawkins with respect to the future use of the buildings for the Arts programs in Jacksonville supported by 80+ artist members. Anne is aware of the potential transfer of title buildings from Jackson County/JHS to the City of Jacksonville.

Beekman Bank - The Jacksonville Review currently sponsors the Beekman Bank by providing a yearly donation to JHS under a five year Memorandum of Understanding. In exchange, JHS has authorized the Jacksonville Review to use the front foyer outside of the secure area for an information Kiosk.

The Review has invested over \$5,000 upgrading of the Bank's electrical systems and installing an access door from the foyer to the bank interior to provide for future tour opportunities. JHS encourages the City to contact Whit Parker, publisher of the Jacksonville Review, concerning the the continued presence of the kiosk in the Bank.

Beekman House

JHS initiated a community fund raising initiative to repair the Beekman House porch and stairs and re-roof the House. With the City assuming ownership of the House, the project would become a City project.

JHS has been awarded a \$3,000 City Lodging Tax Grant and a \$5,000 Oregon Cultural Trust grant for the porch portion of the project. Information concerning a \$15,000 grant requested for roof work is pending. Community members have pledged \$6,000 towards these two projects, but we have not yet called in these pledges.

JHS has paid preservation contractor Jay Treiger \$235 for the plans the City requires for the Beekman House porch repairs, however, we will not file them with the City until after we have some clarity on our status. Jay Treiger (the most likely person to do the porch work) will not be able to start the project until the first of the year. We do not anticipate our having control of the Beekman House at that time.

The premise for the repair work requested in both grants is to keep access to the House for the programming that JHS has reintroduced this past year. If JHS is no longer managing the Beekman House, we cannot offer any programming much less do the repairs. In other words, we would not be able to meet the grant deliverables.

We are willing to work with the City to ensure that the proposed repairs are completed under any grant terms and time tables. We also encourage SOHS and the City to sign an agreement whereby the City does the maintenance and SOHS provides the programming and keeps any funds that the programming generates. Under that scenario, we would provide the City with at least the \$9,000 currently pledged for the porch and stair repairs, which would allow us to accept/keep the grant money and fulfill the terms of the grant proposals.

Beekman House Artifacts - The CC Beekman House and Bank contain significant historic artifacts owned and managed by SOHS. As part of the JHS sub-lease agreement with SOHS, JHS was required to enter into an artifacts agreement with SOHS. When the City takes title to both the Beekman Bank and the Beekman House, the SOHS/JHS agreement will automatically terminate. We have encouraged the City and SOHS to discuss the artifacts. We recommend that the City enter into a management agreement with SOHS covering the artifacts and possible programming for both the Bank and the House.

We also recommend that the City consider asking SOHS to manage both the Beekman Bank and the Beekman house as historic museums. A five year agreement with SOHS would keep the Beekman House out of the community political dialogue that will inevitably ensue upon transfer of the House and Bank to the City. SOHS might be interested if the City absorbed the utility and maintenance cost.

Historic Jackson County Courthouse - Concerning the Historic Jackson County Courthouse, the following organizations used the Courthouse lawn in 2012. Because event planning can take several months, the organizations will need to be contacted concerning use of the property in 2013.

Farmers Market – JHS has no formal agreement with the Farmers Market. The Farmers Market has been allowed to use the lawn area and the former SOHS offices in the annex buildings located behind the Courthouse in exchange for making certain improvement to the former SOHS offices. The Farmer Market also contributed funds for the cleaning of the bathroom once a week by Jacksonville Janitorial thru September. The Farmers Market

coordinator should be contracted in regards to future use of the Courthouse lawn area for this purpose in 2013.

Jacksonville Community Center - The Jacksonville Community Center sponsors an annual art event during Labor Day weekend - *Jacksonville Celebrate the Arts*. The Community Center should be contacted in regards to future use of the Courthouse lawn area for this purpose 2013.

Jacksonville Garden Club - The Jacksonville Garden Club sponsors a yearly plant sale each May. The Garden Club should be contacted in regards to future use of the Courthouse lawn area for this purpose in 2013.

Catholic Rectory – JHS has a rental agreement with the Friends of St. Josephs for management of the historic St. Joseph’s Catholic Rectory. The agreement, which expires November 30, 2012, was subject to an optional renewal. The Friends have played a major role in the restoration of the Rectory and are the most likely candidates to on-going management and maintenance. The Catholic Church itself has minimal interest in the Rectory and in fact recommended closing the associated St. Joseph’s Catholic Church.

Prior to amendment of the SOHS lease with the County for the buildings in question, the County had been in the process of transferring management of the Rectory to the Friends of St. Josephs. JHS recommends that the City enter into a long term agreement with the Friends for on-going management of the Catholic Rectory.