

RESOLUTION NO. 112

LAND USE AGREEMENT

THIS AGREEMENT, made and entered into by and between the STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION, Park and Recreation Branch, hereinafter called "State", and the CITY OF TROUTDALE, a municipal corporation of the State of Oregon, by and through its City Officials, hereinafter called "City";

W I T N E S S E T H:

RECITALS:

WHEREAS, State is the owner of certain land adjacent to the Old Columbia River Highway, which land is hereinafter described and shown outlined in red on the map attached hereto, marked Exhibit A, and by this reference made a part hereof; and

WHEREAS, City desires to use said land for public park and recreation purposes; and

WHEREAS, State is agreeable thereto and does not anticipate that said land will be needed, required or useful for state highway or park purposes during the period of this agreement.

NOW, THEREFORE, the premises being in general as stated in the foregoing RECITALS, it is agreed by and between the parties hereto as follows:

1. State hereby grants to City the right and license to use the hereinafter described real property for the public park and recreation purposes. Said real property outlined in red on the attached Exhibit A, is more particularly described as follows:

A parcel of land lying in the Northeast quarter (NE $\frac{1}{4}$) of the Southwest quarter (SW $\frac{1}{4}$) and in the Southeast quarter (SE $\frac{1}{4}$) of the Northwest quarter (NW $\frac{1}{4}$) of Section 25, Township 1 North, Range 3 East, W.M., Multnomah County, Oregon, the said parcel being described in that certain deed from Joe H. Lambert et ux to State recorded December 10, 1940 in Book 579, Page 163, Multnomah County Deed Records, except that property conveyed to Troutdale Vegetable Growers, by deed recorded July 25, 1945, in Book 952, Page 489, and by deed recorded September 9, 1946, in Book 1097, Page 230, Multnomah County Deed Records.

2. City shall use the above described property, hereinafter called "premises", for only those purposes set forth in paragraph 1. Any improvements made to premises shall be done at the sole expense of City.

3. City shall pay for any utility services furnished to premises, including installation of meters.

4. City shall pay all real property taxes and other assessments which may be imposed on premises as the result of City's use thereof.

5. City shall, at its own expense, keep and maintain premises at all times in a clean, safe and sanitary condition and free of any debris or other material that would mar the appearance of premises.

6. City shall, by the date of any termination or the date of expiration, whichever date is earliest, vacate completely and surrender premises to State in a clean and sightly condition. Such vacation shall include removal of improvements made by City.

7. City shall hold State harmless from any claim, suit or action of whatsoever nature for damage to property or injury to or death of any person, resulting from or arising out of City's use, occupancy or maintenance of premises. City shall be responsible for the use of premises by the public and shall take all reasonable action to prevent any conduct which threatens the peace or safety of the public on premises. In the event members of the public using premises trespass on the private property of adjacent owners to such an extent that complaints and remonstrances are made against State, City will provide and maintain sufficient fencing to prevent such trespassing.

8. This agreement may be terminated by either party at any time upon giving ninety days written notice to the other party. Notwithstanding anything herein to the contrary, this agreement may be terminated or any provision of this agreement may be changed at any time by mutual consent of the parties hereto. City shall not assign this agreement or any rights or obligations hereunder, without the prior written consent of State. Any attempt to assign without such prior written consent shall be void and shall be grounds for termination of this agreement.

9. State reserves the right to enter premises at any time in order to perform acts necessary or proper in connection with highway construction, maintenance or operation.

NOW, THEREFORE, be it resolved by the City Council of the City of Troutdale that the City enter into the above agreement.

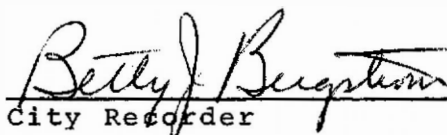
' adopted by the Common Council this 18th day of May, 1976.

Yeas: 5

Nays: 0

ATTEST:

Mayor



City Recorder