

RESOLUTION NO. 347-R

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE REYNOLDS SCHOOL DISTRICT.


BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THAT:

The Common Council of the City of Troutdale hereby authorizes the mayor to execute an intergovernmental agreement with Reynolds School District, which agreement requires the City to install a drain field, remove brush and noxious weeds, etc. on a parcel of land approximately 1.3 acres in size upon acceptance of said land from Reynolds School District. A copy of the agreement is marked Exhibit "A" and attached hereto.

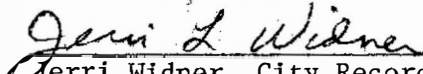
ADOPTED BY THE COMMON COUNCIL THIS 3rd day of JUNE, 1980.

YEAS: 6

NAYS: 0

  
\_\_\_\_\_  
R. M. Sturges, Mayor

ATTEST:

  
\_\_\_\_\_  
Jerri Widner, City Recorder

AGREEMENT

THIS AGREEMENT is made this 6 day of June, 1980, by and between the City of Troutdale, a Municipal corporation of the State of Oregon, hereinafter referred to as Troutdale, and Reynolds School District, a School District organized under the laws of the State of Oregon, hereinafter referred to as Reynolds.

W I T N E S S E T H:

WHEREAS, Troutdale and Reynolds are authorized to enter into an intergovernmental cooperative agreement under ORS 190.010, and

WHEREAS, Troutdale has a need to acquire property for the purpose of drilling a water well to provide water for the municipal water system,

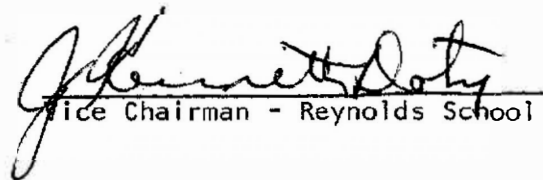
NOW, THEREFORE, the parties hereto agree as follows:

1. DEDICATION OF PROPERTY: Reynolds agrees to dedicate approximately 1.3 acres of land to Troutdale. A description of the property is set forth in Exhibit "A", which exhibit is so marked, attached hereto and made a part hereof as though fully set forth herein.
2. INSTALLATION OF DRAIN TILE SYSTEM: Troutdale agrees to install a drain tile system on the property described in Exhibit "A". The drain tile system shall be engineered and constructed in a manner which shall adequately provide for the conveyance of storm waters which naturally drain upon the aforesaid property from properties now owned by Reynolds.
3. MAINTENANCE OF SITE: Troutdale agrees to maintain the property such that it shall have a neat appearance at all times. Troutdale shall remove any unsightly brush or noxious weeds within thirty days of possession and thereafter.

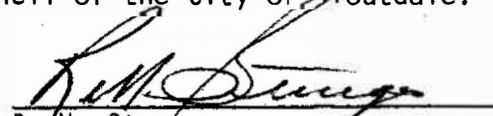
4. PARK DEVELOPMENT: The primary purpose for the dedication of the property from Reynolds to Troutdale is for the development and construction of a public water well to provide water to the municipal water system. The secondary purpose is the future development of a park site. Troutdale agrees that at such time as it has acquired additional property adjacent to the property which is the subject of this agreement, Troutdale shall develop the site as a park as soon as is practicable and economically feasible.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

  
\_\_\_\_\_  
Mayor - City of Troutdale

  
\_\_\_\_\_  
Vice Chairman - Reynolds School District

I, R. M. Sturges, Mayor of the City of Troutdale, hereby certify that I have the authority to execute the above agreement pursuant to Resolution No. 347-R passed by the Common Council of the City of Troutdale on the 3rd day of June 1980, and that said Resolution was duly passed at a meeting of the Common Council of the City of Troutdale.

  
\_\_\_\_\_  
R. M. Sturges

I, J. Kenneth Doty, Vice Chairman of the Reynolds School District, hereby certify that I have the authority of the School District to execute the above agreement and that said authority was granted to me by action of the School District passed on the 8th day of May 1980, at a regularly held meeting of the district.

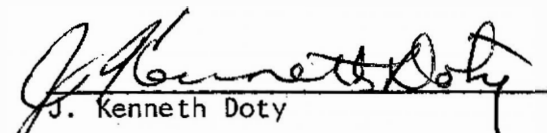
  
\_\_\_\_\_  
J. Kenneth Doty

EXHIBIT A

A tract of land situated in the Northeast one-quarter of said Section 1, T1S, R3E, of the Willamette Meridian, in the County of Multnomah and State of Oregon, more particularly described as follows:

Commencing at the North quarter corner of said Section 1, thence  $S89^{\circ}46'30''$  E along the north line of Section 1 a distance of 920.21 feet to a point; thence  $S4^{\circ}27'02''$  W a distance of 30.09 feet to an iron pipe in the south line of S.E. Stark Street; thence  $S4^{\circ}27'02''$  W along the east line of that certain tract conveyed to W.A. Elmer et ux., by deed recorded August 29, 1949, in Book 1199, page 504, Deed Records, a distance of 853.25 feet to an iron pipe and the southwest corner of said Elmer tract, said iron pipe being the true point of beginning of the tract herein to be described; thence  $N89^{\circ}44'40''$  W a distance of 409.26 feet to a point which is the southwest corner of said Elmer tract; thence  $S46^{\circ}00'00''$  E a distance of 354.89 feet to a point, said point lying in the northwest right-of-way line of S.W. Evans Avenue; thence  $N44^{\circ}00'00''$  E along said right-of-way line 339.67 feet to an iron rod, said rod being the southeast corner of Tract "I" of the recorded plat of Sweetbriar Farm; thence  $N89^{\circ}44'40''$  W along the south line of Tract "I" a distance of 81.98 feet to an iron rod and the true point of beginning.