

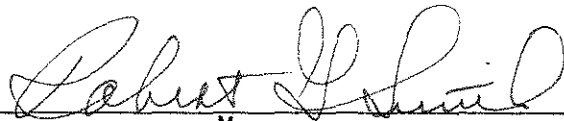
A RESOLUTION AUTHORIZING THE MAYOR
AND RECORDER TO ENTER INTO AN AGREEMENT
OF INTENT TO EXCHANGE PROPERTY.)

RESOLUTION NO. 15
for 1981

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LEBANON AS FOLLOWS:

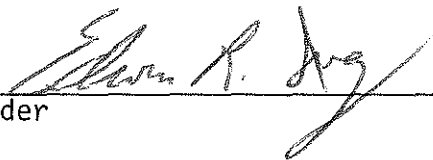
Section 1. That the Mayor and Recorder of the City of Lebanon are hereby authorized and directed to enter into an Agreement of Intent to Exchange Property with John D. Griffith relative to that certain property known as Weldwood Park adjacent to South Main Road in the City of Lebanon. A copy of said agreement is attached hereto and made a part hereof.

Passed by the Council by a vote of 5 for and 0 against and approved by the Mayor this 22nd day of April, 1981.



Mayor

ATTEST:



Recorder

AGREEMENT OF INTENT TO EXCHANGE PROPERTY

THIS AGREEMENT made and entered into this 22nd day of April, 1981, by and through the City of Lebanon, a municipal corporation, by and through its duly authorized officials, hereinafter called "City"; and JOHN D. GRIFFITH, hereinafter called "Griffith";

W I T N E S S E T H:

City is the owner of certain real property adjacent to South Main Road in Lebanon, Oregon popularly known as "Weldwood Park" upon which certain improvements have been made for the purpose of utilization of the property as a park; and

Griffith is the owner of certain property adjoining South Main Road in Lebanon, Oregon described as:

EXHIBIT "A"

And the parties have tentatively agreed to exchange the properties by the City deeding the Weldwood Park property to Griffith, and Griffith deeding the above described property to the City, but as a condition to the exchange which the parties agree is to be a transaction qualifying as an "exchange" under Section 1031 of the Internal Revenue Code with Griffith to make improvements on his property before the exchange transaction takes place and those improvements are generally as follows:

- 1) Griffith is to develop his property to provide the following:
 - (a) Site shall include all existing trees on Northeast corner of said site.
 - (b) Three complete ASA softball fields, two of which shall have at least 275' foul lines and meet American Soft Ball Association standards and the third a minimum of 200' foul lines.

(c) A building housing restroom facilities at least equal to the existing Weldwood Park facility and an attached vendor/storage area. All facilities and fixtures provided, however, shall be vandal resistant type. A smaller facility may be allowed by the City with the difference in facility cost being credited to City for additional park improvements.

(d) An automatic underground irrigation system constructed to water all potential grass and shrub areas.

(e) A well and pump(s) to provide water for the park facilities including irrigation system. If the ground conditions are not capable of supplying adequate water, the developer will provide a meter and tap to P.P. & L.'s water system that will accomplish the before mentioned need.

(f) All weather surface parking lot sized to facilitate a minimum of 69 cars. The 100 feet closest to South Main Road or other access point shall be paved.

(g) Provide adequate site obscuring landscaped buffer between park and abutting residentially zoned property.

(h) Provide adequate space for the future construction of three tennis courts and two basketball courts.

(i) Relocate to new park all existing picnic tables, barbecue stands, trees, shrubs, bushes and signs in the current Weldwood Park.

(j) Other systems and facilities deemed necessary by the Community Development Director, the City Council and the developer, to ensure proper use and development of the park. Such systems will include, but are not limited to, drainage, (surface and subsurface), power and graveled path through the park.

(k) Warranty Deed to the City for the new park after its completion and acceptance by the City.

(l) Relocation and abandonment of facilities at the current Weldwood Park shall be done during the winter or other period acceptable to City such that the disruption to normal recreation activities will be negligible and the yearly recreational use cycle will not be broken during the park exchange period.

(m) Griffith is also to obtain an appraisal of the two park sites and the exchange is to be acceptable to the State Parks and Recreation Division and the Heritage Conservation and Recreation Service, and if not acceptable then this agreement becomes null and void and neither party shall have a claim against the other for the exchange or any funds or sums expended preliminarily in connection therewith.

(n) The developer shall also initiate and bear the costs of the necessary comprehensive plan changes and zoning changes and the contemplated exchange is also contingent upon obtaining the approvals necessary for these changes, and again, neither party shall have a claim against the other for the exchange or any funds or sums expended preliminarily in connection therewith.

The City is engaged at this time in attempting to obtain public approval for improvement of South Main Road which borders both Weldwood Park and the Griffith property, and one election has resulted in a defeat of the money measure necessary to accomplish these improvements; a second election was held and also defeated. The City has prepared cost estimates and assessments of property adjoining the proposed improvement district, but such figures have not yet been determined adequately and Griffith reserves the right to review the proposed costs as it will relate to properties owned by him in the proposed improvement district, and if those costs are unacceptable to Griffith, this proposed exchange becomes null and void at his option. In any event, Griffith shall make a final determination by December 31, 1981 as to the feasibility of the exchange based on best available information on South Main Road improvement costs at that time.

In the event that the contingencies herein set forth are met and appropriate approvals received the exchange will involve each party giving the other an appropriate warranty deed, subject only to the usual exceptions and reservations that do appear of record.

The value of the property to be exchanged is agreed upon by the parties to be equal as it relates to both parcels.

Each party covenants that it or he is the owner of good and marketable title to the property, free and clear of all liens and encumbrances except those of record. Griffith shall provide the City with a policy of title insurance at his expense as it relates to his property. If Griffith wishes a policy of title insurance as it relates to the City's property he shall purchase it.

Each party agrees to sign whatever is necessary for presentation to the relevant agencies relating to both properties and the necessity for obtaining the approvals of other agencies to the proposed exchange.

Each party agrees that it or he will execute any or all additional or other documents which may be necessary to carry into effect the terms of this agreement.

Time is of the essence and each party agrees to pursue with diligence the county, state or federal requirements necessary to effect the exchange.

Neither party shall assign this agreement or any of its or his rights hereunder or in the property covered hereby without the prior written consent of the other. Any such assignment or attempt thereat shall be inoperative and void unless both parties shall assent thereto in writing.

In the event that the contingencies hereinabove set forth have been met, and the properties are exchanged, each party will deliver to the other appropriate warranty deed and title insurance.

The City is to retain the utility easements and right of ways wherever necessary to insure operation and maintenance of existing and expected public systems as it relates to the Weldwood Park area.

This exchange of property shall be concurrent and shall be made only after the acceptance by the City of the new facilities to be provided by Griffith and in the improvement planning and design of the Griffith property, both shall participate so that any areas of disagreement can be settled prior to the physical change or

actual building on the Griffith property and the review by the City shall be by the City Council in the event that Griffith and various City departments personnel are not able to come to an agreement as to what is to be provided on the Griffith property prior to the exchange, but Griffith shall not be held to a higher standard than exists on the present Weldwood Park property, except as agreed to in this document.

If the new park improvements have not been completed and the exchange made before January 1, 1985, Griffith nor the City shall have any obligation to transfer title to the other party for the herein described properties.

In case litigation is instituted arising directly or indirectly out of this agreement, the losing party shall pay the prevailing party reasonable attorney's fees at the trial and appellate level.

This agreement shall inure to the benefit of, be binding upon, the heirs, successors in interest, assigns, personal representatives, heirs and legatees of each of the parties hereto.

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

CITY OF LEBANON

BY: Robert H. Smith
Mayor

ATTEST:

Edna K. [Signature]
City Recorder

John D. Griffith
John D. Griffith

EXHIBIT "A"

Beginning at a point on the East line of South Main Road which is South $0^{\circ}07'00''$ West 1049.10 feet and South $89^{\circ}53'00''$ East 40.00 feet from the Southwest corner of the Horn Subdivision in Lebanon, Linn County, Oregon, and running thence South $89^{\circ}53'00''$ East 748.48 feet to the West line of the White Oaks Addition to Linn County, Oregon; thence South $1^{\circ}02'00''$ West, along said West line, 690.00 feet; thence North $89^{\circ}53'15''$ West 433.5 feet; thence North $44^{\circ}29'53''$ West 205.77 feet; thence North $0^{\circ}53'25''$ East 413.50 feet; thence North $89^{\circ}53'00''$ West 165.00 feet to said East line of South Main Road; thence North $0^{\circ}07'00''$ East 130.00 feet to the point of beginning, containing 9.45 acres, more or less.

As an addendum to resolution #15 for 1981 (City of Lebanon)

Where as the property to be exchanged for Weldwood park does not appraise at an equal value to the park property, the developer "Griffith" agrees to give the city of Lebanon an additional 7281 square feet as described in exhibit "B".

It was agreed by city planning that this would be the best property to add to the park as it would provide a buffer between park and future developement in this area.

EXHIBIT "B" LEGAL DISCRIPTION:

Beginning at a point which is South $0^{\circ}07'00''$ West 1179.10 feet and South $89^{\circ}53'00''$ East 187.00 feet from the Southwest corner of the Horn Subdivision in Lebanon, Linn County, Oregon, and running thence South $89^{\circ}53'00''$ East 18.00 feet, thence South $0^{\circ}53'25''$ West 413.5, thence North $44^{\circ}29'53''$ West 25.29 feet, thence North $0^{\circ}53'25''$ East 395.50 feet to the P.O.B. and containing 7281 square feet.

CITY OF LEBANON

D. L. Hein

Developer
John D. Griffith