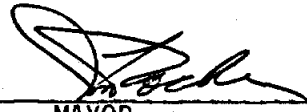


D2

RESOLUTION NO. 1921

NOW, THEREFORE, BE IT RESOLVED BY THE ALBANY CITY COUNCIL that the land use agreement between the Department of Transportation and the City of Albany regarding the Willamette River Bridge Section, Albany/Corvallis Highway (for Regina Square) be executed and signed by the Mayor and City Recorder.

DATED THIS 9TH DAY OF NOVEMBER, 1977.



MAYOR

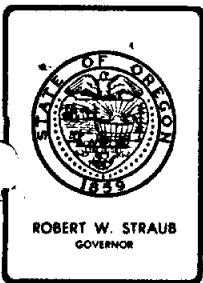
ATTEST:



CITY RECORDER



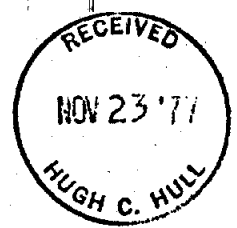
13
1921



Oregon State Highway Division

HIGHWAY BUILDING, SALEM, OREGON 97310

November 22, 1977



Mr. Leonard M. Roche
Mayor, City of Albany
Albany, OR 97321

File No. 43476
Willamette R. Bridge Sec.
Albany-Corvallis Hwy.
Linn County

Dear Mr. Roche:

Enclosed is a copy of the land use agreement between the City of Albany and the Department of Transportation, Highway Division.

We are in the process of recording the agreement and will send you a finalized copy when it is returned, fully recorded.

Very truly yours,

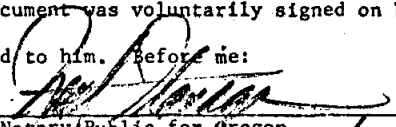
J. B. BOYD
Right of Way Engineer

By *Neil Flanagan*
NEIL FLANAGAN
Property Manager

cc
Enclosure
cc: Erik Ingebretson

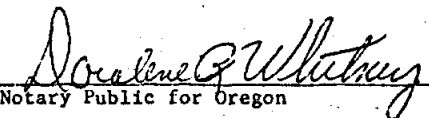
STATE OF OREGON, County of Marion

Nov. 11, 1977. Personally appeared J. B. Boyd, who being sworn, stated that he is the Right of Way Manager for the State of Oregon, Department of Transportation, Highway Division, and this document was voluntarily signed on behalf of the State of Oregon, by authority delegated to him. Before me:


Notary Public for Oregon
My Commission expires 0/31/77

STATE OF OREGON, County of Linn

November 10, 1977. Personally appeared D. G. Holliday and Leonard M. Roche who, being sworn, stated that they are the Mayor and Recorder of the City of Albany, and that this instrument was voluntarily signed and sealed in behalf of the City by motion of said City. Before me:


Notary Public for Oregon
My Commission expires 12-14-79

private property to such an extent that complaints and remonstrances are made against State, City will provide and maintain sufficient fencing to prevent such trespassing.

11. This agreement may be terminated by State upon giving thirty days written notice to City for failure of City to comply with any provisions of this agreement. 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 therein, including renting of or allowing the use of any portion of premises to others, without the prior written consent of State. Any attempt to assign, rent or allow the use of premises or portions thereof without such prior written consent shall be void and shall be grounds for termination of this agreement after thirty days notice at the option of State.

12. State reserves the right to enter premises and to occupy any part thereof at any time in order to perform acts necessary or proper in connection with highway maintenance or operation. State shall replace City improvements damaged or disturbed by said maintenance where practicable.

13. City shall execute this agreement during a duly authorized session of its City Officials.

IN WITNESS WHEREOF, the parties hereto have and affixed their signatures as of the day and year hereinafter written. City's Mayor and Recorder have acted in this matter pursuant to Ordinance or Resolution No. 1921, passed by its City Council on the 9th day of November, 1977.

Dated this 9th day of November, 1977.

APPROVED AS TO FORM:

James S. Searles
Asst. Attorney General and Counsel

STATE OF OREGON, by and through its
DEPARTMENT OF TRANSPORTATION,
Highway Division

By J. B. Boyd
J. B. Boyd, Right of Way Manager
11/21/77

CITY OF ALBANY, by and through
its City Officials

By [Signature]
Mayor

By [Signature]
Recorder

City. No excavations shall be made without State's approval. No large growing trees over twenty (20) feet will be allowed on premises. No attachment to state highway facilities will be allowed without State's consent.

3. City shall pay for all 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. City shall also make payments required by future legislation in lieu of taxes or assessments against premises.

5. No vending of any kind shall be conducted or allowed on premises, and 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. No vehicles used or designed for the transportation of gasoline, petroleum products or explosives shall be permitted on premises; nor shall bulk storage of gasoline, petroleum products or explosives be permitted on premises.

7. No signs except directional or informational signs approved by State shall be allowed on premises. City will have a sign installed on premises indicating that City has control of premises.

8. No access to and from Lyons Streets will be allowed.

9. City shall, upon termination of this agreement, vacate completely and surrender premises to State in a clean and sightly condition. Such vacation shall not include removal of improvements made by City and such permanent improvements shall, as between City and State, belong to State. State shall have no obligation under this agreement or upon cessation of use or possession of the premises by City, to reimburse City for any expense incurred by City in making improvements in or on premises or for any other expense of City.

10. 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 adjacent

10/4/77

Highway Division
File 43476

LAND USE AGREEMENT

THIS AGREEMENT, made and entered into by and between the STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION, Highway Division, hereinafter called "State", and the CITY OF ALBANY, 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 Albany-Corvallis Highway, which is described as follows, to wit:

A parcel of land lying in Block 6, CITY OF ALBANY, Linn County, Oregon and being a portion of that property described in that deed to the State of Oregon, by and through its State Highway Commission, recorded in Book 347, Page 268 of Linn County Record of Deeds; the said parcel being described as follows:

Beginning at the Southeast corner of Block 6 in the City of Albany; thence Westerly along the Southern boundary of said block, a distance of 89 feet 4 inches; thence Easterly along said Southern boundary 27.30 feet to the Southwest corner of said property and the true point of beginning; thence Easterly along said Southern boundary 54 feet; thence Northerly parallel with the Eastern boundary of said Block 6, 78 feet; thence Westerly parallel with the Southern boundary of said Block 6, 12 feet; thence Northerly parallel with the Eastern boundary of said Block 6, 24 feet to the Northerly line of said property; thence Westerly along said Northerly line 42 feet to the Northwest corner of said property; thence Southerly along said Westerly line parallel with the Eastern boundary of said Block 6, 102 feet to the true point of beginning, containing 5,220 square feet; and

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

WHEREAS, State is agreeable to such use of said land and has pursuant to ORS 271.310, determined that said parcel will not be needed, required or useful for highway 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 for a twenty-five year period from the date of this agreement the right and license to use said land, hereinafter referred to as "premises" for the purpose of maintaining thereupon a public park. City shall have the right to use premises for said purpose and upon the terms and conditions set forth herein beyond said twenty-five year term until such time as said right is terminated by either party by a 90 day written notice.

2. City shall use and develop the above described property as a "mini-park". No use of premises will be made that will create a hazard or danger to travelers on the adjoining highway facilities. Any improvements made to premises shall first be approved by State, shall conform to the requirements of State, shall be made or placed only at locations approved by State, and shall be done at the sole expense of