

BOOK **160** PAGE **1609**
IN THE BOARD OF COUNTY COMMISSIONERS
OF LANE COUNTY, OREGON

ORDER NO. 98-06-24--2

) IN THE MATTER OF ACCEPTING THE
) TRANSFER OF HILEMAN AND WHITELY
) BOAT LANDINGS INTO LANE
) COUNTY'S PARK MANAGEMENT
) SYSTEM

WHEREAS, in 1987, Lane County and the City of Eugene entered into an agreement conveying to the City ownership of certain County park properties, including what was known as Hileman and Whitely Boat Landings, and

WHEREAS, the relative circumstances of the County and City have changed in the intervening time such that it is in the public interest to have the County manage the Hileman and Whitely properties, and

WHEREAS, management of Hileman property would be enhanced if the County were to acquire the adjoining property presently owned by Ernest L. and Olive G. Whittle, and

WHEREAS, the County Administrator and City Manager have negotiated an intergovernmental agreement to provide for the transfer of \$30,000 and these properties to Lane County, now, therefore

IT IS HEREBY ORDERED that the Lane County Board of Commissioners approves of the transfer of the Hileman and Whitely properties from the City of Eugene to Lane County, with an accompanying receipt of \$30,000, and it is further

ORDERED that the County Administrator is delegated authority to execute the intergovernmental agreement, accept the deeds and execute and any other necessary or appropriate instruments to effectuate the transfer of the two properties from the City of Eugene to Lane County, and it is further

ORDERED that the Lane County Parks Division is directed to take appropriate steps to contact Ernest L. and Olive G. Whittle to determine if they are willing to enter into negotiations for the County to acquire their property adjoining the Hileman property.

DATED this 24th day of June, 1998.

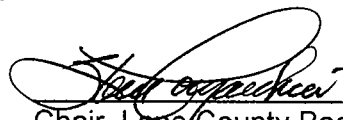
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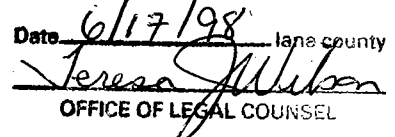
COUNTY CLERK

BY M. Bulding

HPWPARKSHILEMAN.DOC



Chair, Lane County Board of
Commissioners

APPROVED AS TO FORM
Date 6/17/98 lane county


OFFICE OF LEGAL COUNSEL

BOOK 160 PAGE 1610
INTERGOVERNMENTAL AGREEMENT

BETWEEN: CITY OF EUGENE, a municipal corporation
of the State of Oregon ("City")

AND: LANE COUNTY, a political subdivision
of the State of Oregon ("County")

**EFFECTIVE
DATE:** Upon Signature of Both Parties

RECITALS

- A. ORS 190.010 provide that units of local government may enter into agreements for the performance of any and all functions and activities that any party to the agreement, its officers or agents, have authority to perform.
- B. City and County entered into an Intergovernmental Agreement ("IGA") in October, 1987, conveying to City ownership of County park properties described therein, including the property known as Hileman Boat Landing ("Hileman") and Whitely Boat Landing ("Whitely"). A copy of the IGA is attached hereto as Exhibit A.
- C. City and County agree that it is in the public interest to convey ownership of the Hileman and Whitely park properties back to County.

AGREEMENT

1. City agrees to convey to County any ownership interest it has in the Hileman and Whitely park properties described in Exhibits B and C attached hereto. These properties are conveyed "as is" and City has no obligations nor liabilities concerning their condition.
2. In order to assist County with addressing issues related to the Hileman property, City further agrees to pay to County the sum of \$30,000.
3. County agrees to accept the conveyance as set forth in paragraph 1 above and to assume any of City's responsibilities in connection with the Hileman and Whitely properties under the 1987 IGA.
4. City and County agree to execute the appropriate instruments necessary to effectuate the conveyance.

5. Indemnification. Each party agrees to indemnify, defend and hold harmless the other party from and against all claims or damages which may arise due to the action of that party. The parties' indemnity/hold harmless obligation is subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution.

5. Integration. This contract embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein. This contract shall supersede all prior communications, representations or agreements, either oral or written, between the parties. This contract shall not be amended except in writing, signed by both parties.

6. Interpretation. This contract shall be governed by and interpreted in accordance with the laws of the State of Oregon.

CITY OF EUGENE

LANE COUNTY, OREGON

By: *[Handwritten Signature]*

By: _____

Title: *City Manager Pro Tem*

Title: _____

Date: *6/8/98*

Date: _____

*MS
AK*

THIS AGREEMENT entered into by and between LANE COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as COUNTY, and the CITY OF EUGENE, a municipal corporation, hereinafter referred to as CITY.

RECITALS

A. ORS 190.010 and the Lane County Home Rule Charter provide that units of local government may enter into agreements for the performance of any or all functions and activities that a party to the agreements, its officers or agents, have authority to perform.

B. COUNTY and CITY recognize a need to increase efficiencies in public service delivery mechanisms in the Eugene/Springfield metropolitan area due to the decrease in resources available for public services and facilities.

C. COUNTY and CITY have determined that responsibility for the delivery of certain services occurring in the metropolitan area could appropriately be transferred from COUNTY to CITY.

D. COUNTY is the owner of park properties within the metropolitan area, more fully described in Exhibit "A" attached hereto.

E. It would be in the best interest of both parties for COUNTY to convey its ownership in said properties to CITY.

F. COUNTY also is the owner of Alton Baker Park, more fully described in Exhibit "B" attached hereto.

G. It would be in the best interest of both parties for COUNTY to convey its ownership in the western portion of Alton Baker Park, more fully described in Exhibit "C" attached hereto, to CITY.

H. It would be in the best interest of both parties to have CITY operate and manage the remaining portions of Alton Baker Park, more fully described in Exhibit "D" attached hereto, for a period of time sufficient to allow COUNTY to assess the feasibility and desirability of developing a golf course in that portion of the park.

AGREEMENTS

In consideration of the mutual agreement of the parties hereto, the parties hereby agree as follows:

A. Transfer of COUNTY Park Properties to CITY.

1. COUNTY agrees to convey ownership of park properties described in Exhibits "A" and "C" to CITY as soon as con-

veyance instruments are ready for signing. These properties are conveyed "as is" and COUNTY has no obligations nor liabilities concerning their condition after the time transfer documents are filed. Prior to the date that transfer documents are filed with Lane County Records, CITY assumes no liability for any claims, known or unknown, as to those properties described in Exhibit "A". As to those properties described in Exhibit "C", prior to the time that transfer documents are filed with Lane County Records, the parties recognize that COUNTY is responsible for design and construction of that portion of eastern Alton Baker Park and that CITY is not responsible for any defects that might exist due to design and construction. The parties further recognize that CITY will continue, under prior agreement with COUNTY, to provide maintenance services for those properties described in Exhibit "C" until transfer documents have been filed. Until such time CITY shall indemnify and defend COUNTY from any claims against COUNTY arising solely due to the CITY'S negligent performance or failure to perform its responsibilities to provide maintenance services. COUNTY shall indemnify and defend CITY against any claim against CITY arising during the term of this agreement due to COUNTY'S negligence. This paragraph shall not affect the common law indemnity rights of the parties.

2. Each conveyance instrument shall contain the following restrictions:

a. Should CITY fail to use the property for park purposes, ownership shall revert to COUNTY.

b. CITY shall not charge a higher fee to out-of-city residents than is charged to CITY residents for use of park property.

3. The conveyance instruments for park properties described in Exhibit "A" shall contain the following restriction:

Should the property be included within the boundaries of an incorporated city other than the City of Eugene, ownership shall be transferred to that city or revert to COUNTY.

4. CITY agrees to reserve for a period of five (5) years the area in the western portion of Alton Baker Park generally described in Exhibit "C" as "Museum Site", for the location of local and regional museums. During that five year period CITY agrees to negotiate in good faith with all parties interested in constructing a local or regional museum in the designated area. Any CITY agreement to transfer an interest in real property negotiated pursuant to this paragraph will be for a token monetary payment only. CITY will incorporate the agreement contained in this paragraph into its City Park System Master Plan through the update and amendment process for the Master Plan.

5. In consideration of the transfer of park lands, CITY acknowledges that all COUNTY financial obligations to CITY for past maintenance of Alton Baker Park are satisfied.

6. All monies due COUNTY through the State Marine Board Maintenance Assistance Program shall continue to accrue to COUNTY until June 30, 1988. CITY shall be free to participate in the program beginning with FY 88-89.

7. CITY and COUNTY agree to the following transition process:

a. CITY and COUNTY staff shall prepare a transition plan for each property covering such issues as deed restrictions, third party agreements, federal and state agency involvement, transfer of files, plans and other documents, public information needs and operational considerations.

b. The transition plan shall be reviewed and approved by the Chief Administrative officers.

c. County Administrator shall supervise the preparation of conveyance instruments.

B. CITY Maintenance of Western Portion of Alton Baker Park.

8. CITY agrees to perform the maintenance services described in Exhibit "E" within the portion of Alton Baker Park more fully described in Exhibit "D", beginning on the last date of authorized signature of this agreement, and continuing thereafter for eighteen (18) months. The parties recognize that COUNTY is responsible for design and construction of the portion of Alton Baker Park more particularly described in Exhibit "D" and that CITY is not responsible for any defects which might exist due to design or construction. The parties recognize that COUNTY is responsible for maintenance of the portion of Alton Baker Park more fully described in Exhibit "D" after the eighteen (18) month period just described. COUNTY shall indemnify and defend CITY against any claim against CITY arising during the term of this agreement due to COUNTY'S negligence. CITY shall indemnify and defend COUNTY from any claims against COUNTY arising during the term of this agreement solely due to CITY'S negligent performance or failure to perform its responsibilities under this contract. This paragraph shall not affect the common law indemnity rights of the parties and only applies to events occurring during the term of this contract.

9. It is COUNTY'S intention to convey ownership of the portion of Alton Baker Park, more fully described in Exhibit "D", to CITY eighteen (18) months from the date of this agreement, unless there is substantial progress made toward development of a golf course project in the park. Prior to the eighteen (18) month period, CITY and COUNTY chief administrative officers will meet to

discuss progress made on the golf course project. If the parties agree that COUNTY has made substantial progress on the golf course project, then transfer of ownership will not occur and another time period will be established for transfer of land described in the exhibit. The COUNTY may decide not to transfer the land in Exhibit "D" if the golf course becomes a reality.

C. General Provisions.

10. Contract Interpretation. It is the intent of the parties that any dispute governed by the terms of this agreement be resolved through mutual consultation. If, after the parties have consulted, there remains a controversy regarding the interpretation or application of the terms and conditions of this agreement, the controversy shall be submitted to arbitration. Either party hereto may request arbitration by giving written notice to the other within 15 days after the parties have reached an impasse over the controversy. If the parties cannot agree on a qualified arbitrator within 15 days of the notice, selection shall be made through the procedure provided by the American Arbitration Association Commercial Arbitration Rules. The arbitrator shall assess an award to the prevailing party of its reasonable attorney fees and costs of arbitration and require the same to be paid by the losing party.

11. Amendment. No amendment of the terms and conditions of this agreement shall be valid unless the same is in writing and signed by both parties.

CITY OF EUGENE

LANE COUNTY, OREGON

By: [Signature]

By: [Signature]

Title: City Manager

Title: CAO

Date: 10-27-87

Date: 10-19-87

[Handwritten mark]

APPROVED AS TO FORM

Date 10/15/87 Lane county

[Signature]

OFFICE OF LEGAL COUNSEL

BOOK 160 PAGE 1516
EXHIBIT 'A'

Awbrey Park	5.17 acres	T17S, R4W, Sec 2-1, T.L. 500
Hileman Landing	31.60 acres	T16S, R4W, Sec 36, T.L. 300
Whitely Landing	1.70 acres	T17S, R4W, Sec 1, T.L. 6800 & 6901

7656743

BOOK 160 PAGE 1617
ALTON BAKER

PARK DESCRIPTION

Beginning at the point of intersection of the Easterly right-of-way line of County Road 431 (Coburg Road) with the right bank of the Willamette River, said point being, more or less, 895 feet East and 962 feet North of the Southwest corner of Section 29, Township 17 South, Range 3 West, Willamette Meridian; thence Northeasterly 162 feet, more or less, along said Coburg Road right-of-way to the point of intersection of the Southerly right-of-way of a certain public road; thence Easterly along said public road right-of-way 640 feet, more or less, to the intersection with the Westerly right-of-way of County Road 868 (Day Island Road); thence Southerly along said Westerly right-of-way 350 feet, more or less, to its intersection with the Northerly right-of-way of a floodway channel; thence Northeasterly along said floodway channel right-of-way 1470 feet, more or less, to its intersection with the Southerly right-of-way of County Road no. 1304 (Centennial Boulevard); thence North $88^{\circ}57'$ East 500 feet, more or less, along said Southerly right-of-way; thence leaving said right-of-way South $00^{\circ}29'$ East 662.79 feet to the Northeast corner of County Survey No. 95; thence South $71^{\circ}08'50''$ East 1469.06 feet; thence along the arc of a 979.93 foot radius curve right (the chord of which bears South $66^{\circ}25'32''$ East 161.33 feet) a distance of 161.55 feet; thence South $61^{\circ}42'14''$ East 811.31 feet; thence along the arc of 356.97 foot radius curve left (the chord of which bears South $89^{\circ}48'51''$ East 336.39 feet) a distance of 350.26 feet; thence North $62^{\circ}04'32''$ East 796.58 feet to a point Southerly and 80 feet opposite Centennial Boulevard's Engineer's Centerline Station L⁵32+70 P.O.S.; thence Southerly along said Centennial Boulevard right-of-way 80 feet; thence South $62^{\circ}05'$ West 184.94 feet; thence South $11^{\circ}16'$ East 260.75 feet; thence South $15^{\circ}58'$ East 96.50 feet to a point South $87^{\circ}58'41''$ East 38.65 feet from the Northeast corner of Government Lot 1, of Section 33, Township 17 South, Range 3 West, Willamette Meridian; thence South $4^{\circ}32'41''$ East 203.41 feet; thence South $7^{\circ}47'$ East 209.12 feet; thence South $14^{\circ}58'$ East 123.86 feet; thence South $20^{\circ}58'$ East 112.18 feet; thence South $32^{\circ}16'$ East 306.43 feet; thence South $87^{\circ}45'$ East 4.99 feet; thence South $42^{\circ}48'$ East 457.35 feet; thence North

RESTRICTIONS

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EXHIBIT "X"

7656743

BOOK 160 PAGE 1518

2°06' East 45.20 feet; thence North 33°17' East 27.13 feet; thence North 58°10' West 126.53 feet; thence North 38°23' East 72.25 feet; thence South 53°06' East 207.23 feet; thence South 82°12' East 42.78 feet, to a point North 27°56'50" East 100.00 feet from the Southwest corner of Lot 3, Block 1, of Chevy Chase Subdivision, as platted and recorded in Book 44, Page 15, Lane County Oregon Plat Records; thence South 77°40'17" East 130.81 feet; thence South 80°26'51" East 154.32 feet; thence North 65° East 24 feet, more or less, to the Northwest corner of that certain drainage easement shown on Block 2 of Bardell Estates as platted and recorded in Book 35, Page 28, Lane County Oregon Plat Records; thence along the Northerly line of said drainage easement North 82°52' East 322.50 feet; thence South 82°52' East 80.62 feet; thence South 76°26' East 164.59 feet; thence South 82°40' East 813.51 feet to the Easterly boundary of said Bardell Estates;,, thence South 82°40' East 177 feet; thence South 30 feet, more or less, to the center of a certain lagoon; thence Southeasterly 430 feet, more or less, to the intersection with the Westerly line of Interstate 5, freeway; thence East 685 feet, crossing said freeway and to a point being West 18 feet of the Northeast corner of County survey No. 468; thence continuing East 114.28 feet to an intersection with the Westerly line of Gardenway Park Subdivision as platted and recorded in Book 57, Page 29, Lane County Oregon Plat Records; thence South 00°55' West 208.60 feet, more or less, to the Southwest corner of said subdivision; thence West 104.30 feet; thence South 00°14' East 350 feet, more or less; thence East 495 feet, more or less, along the Northerly line of a 20 foot wide public roadway to a point 155 feet West of the re-entrant corner in angle in the South boundary of the Robert E. Campbell Donation Land Claim No. 59 in Section 34, Township 17 South, Range 3 West, Willamette Meridian; thence South 642 feet, more or less, to the Northerly right-of-way of Day Island road; thence along the Northerly line of said road Northeasterly 1060 feet, more or less, to the Southerly right-of-way of West 'D' Street (County Road No. 316); thence Easterly along said Southerly right-of-way 510 feet, more or less, to the most Easterly Northeast corner of the tract of land conveyed to Lane County by the City of Springfield by Reel 606-R, Recorder's Reception No. 21979; thence South 213 feet, more or less to the right bank of the Willamette River; thence Westerly along said right bank of the Willamette River 13,100

RESTRICTIONS

Page 3 of 4

Exhibit A to contract #98-328

EXHIBIT "A"
B

feet, more or less, to the point of beginning.

EXCEPT: (1) That portion lying within the right-of-way of the Pacific Highway - Interstate 5; (2) Also excepting the tract of land which was conveyed to Radio Airways, Inc. by that certain deed recorded in Book 351, Page 388, Lane County Oregon Deed Records, and being more particularly described as follows:

Beginning at a point on the East line of Lot 1, in Section 33, Township 17 South, Range 3 West, Willamette Meridian, 1308 feet South, more or less, of the Northeast corner of said Lot 1; thence West 712 feet; thence South 10° West 156.8 feet; thence South $60^{\circ}57'$ East 265.87 feet; thence South $85^{\circ}36'$ East 508.13 feet, to said East line; thence North 322.48 feet to the point of beginning in Lane County, Oregon.

RESTRICTIONS

Page 4 of 4

EXHIBIT ^B
"A"

State of Oregon,
County of Lane—ss.

I, D. M. Penfold, Director of the
Department of Records and Elections,
in and for the said County, do hereby
certify that the within instrument was
received for record at

1976 OCT 28 AM 8 46

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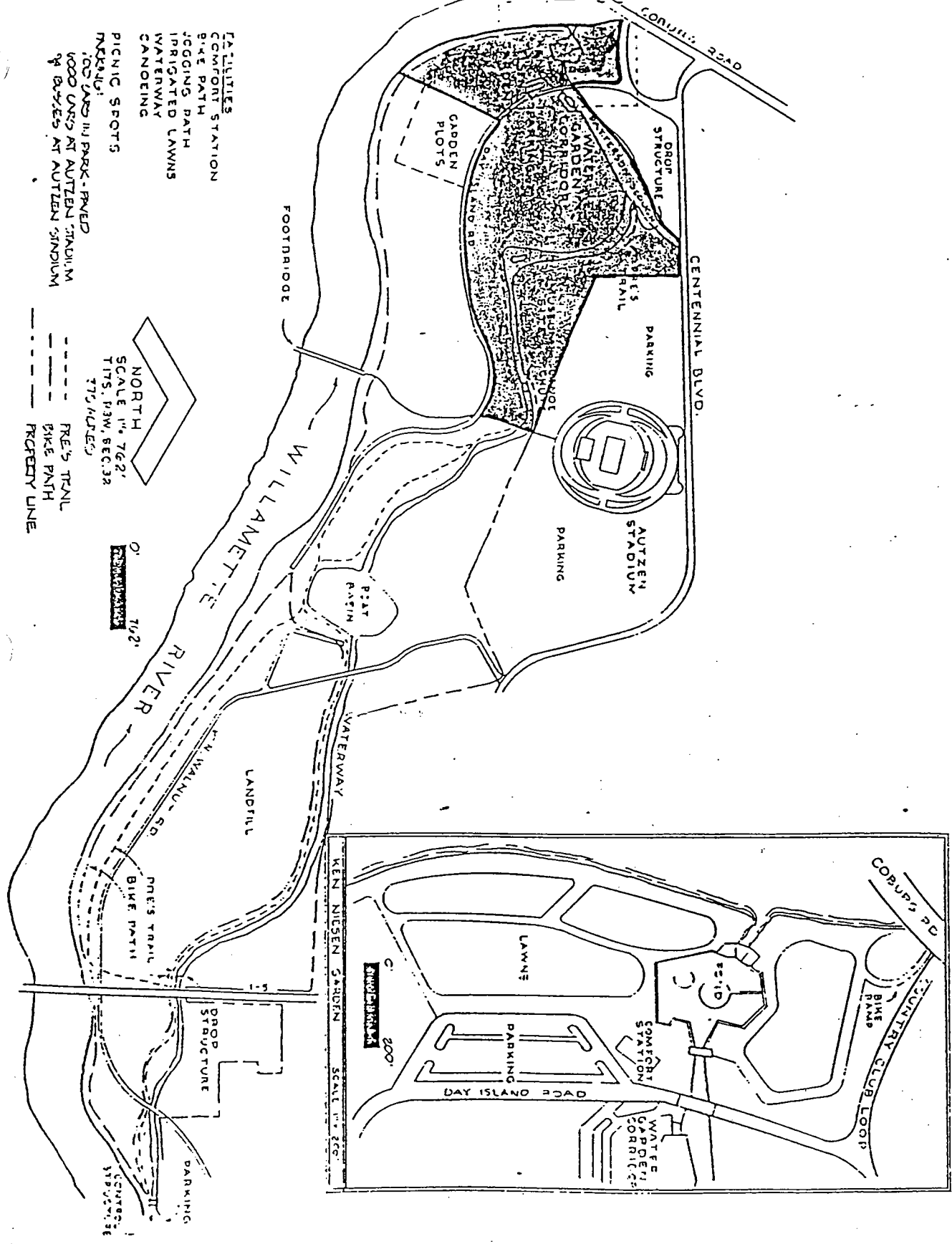
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Lane County OFFICIAL Records.

D. M. PENFOLD, Director of the
Department of Records & Elections.

By *Gladys Beichel*
Deputy

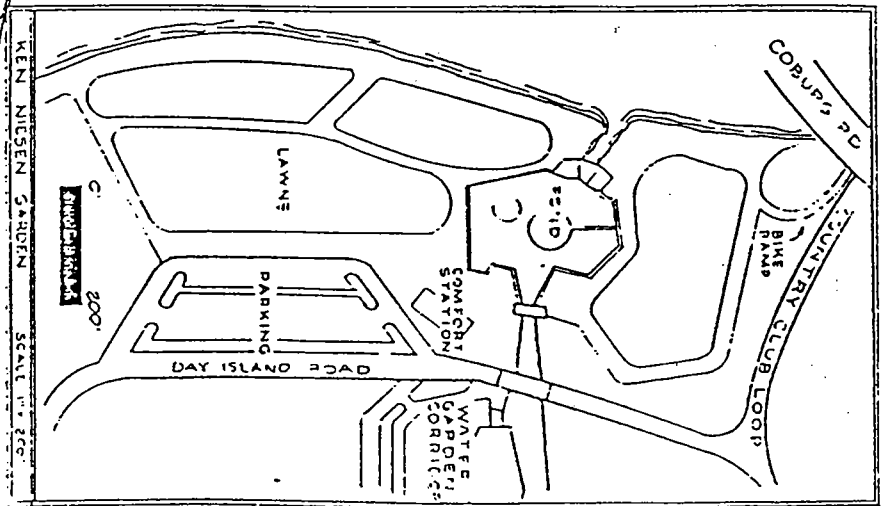
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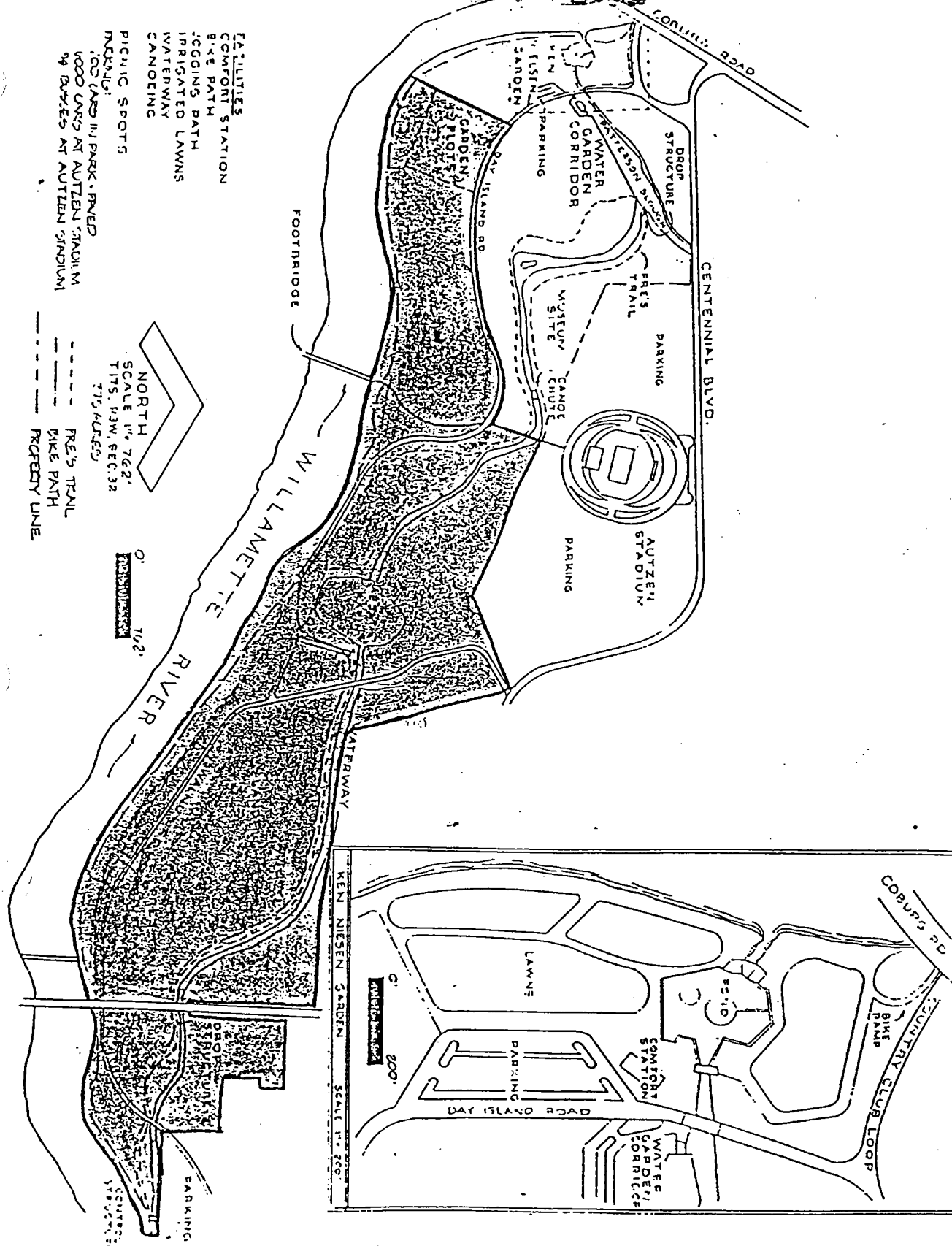


- FACILITIES
- COMFORT STATION
- BIKE PATH
- JOGGING PATH
- IRRIGATED LAWNS
- WATERWAY
- CANOEING
- PICNIC SPOTS
- MEADOWS
- WOOD LAND IN PARK - FENCED
- WOOD LAND AT AUTZEN STADIUM
- PA BUSES AT AUTZEN STADIUM

NORTH
SCALE 1" = 762'
TITS, P.W., BEC. 32
775 ACRES

--- PRE'S TRAIL
--- BIKE PATH
--- PROPERTY LINE





ALTON BAKER
LANE COUNTY PARKS

EXHIBIT D

5

CITY will perform the following services:

1. Bicycle and pedestrian path and walkway inspection and maintenance, including cleaning and removal of debris, and removal of encroaching vegetation, as needed.
2. Roadway inspection and maintenance including removal of debris, and maintenance of signing and striping, as needed.
3. Inspection and maintenance of waterway and associated structures, as needed.
4. Inspection and maintenance of the decks and side rails of all pedestrian/bicycle bridges.
5. Removal of garbage, litter and debris from undeveloped areas, as needed.
6. Removal, utilizing proper arboricultural techniques, of broken or unsafe limbs and branches and dead or hazardous trees.
7. Other maintenance and/or renovation projects in cooperation with COUNTY and by written mutual agreement of CITY and COUNTY Parks staffs.