

RESOLUTION NO. 1351

**A RESOLUTION ACCEPTING OREGON DEPARTMENT OF TRANSPORTATION
SURPLUS PROPERTY FOR THE CONSTRUCTION OF THE BOECKMAN WELL,
ALSO KNOWN AS MUNICIPAL WELL NO. 8.**

WHEREAS, the City of Wilsonville, in June of 1996, adopted the 1996-97 fiscal year budget; and

WHEREAS, the approved City budget Capital Projects Fund for 1996-97 includes appropriation for acquisition, design and construction of a new well; and

WHEREAS, on March 12, 1996, the Oregon Department of Transportation (ODOT) solicited letters of interest from political subdivisions regarding surplus property at Boeckman and Boones Ferry Roads; and

WHEREAS, the City of Wilsonville subsequently expressed interest in possible acquisition of the surplus real property; and

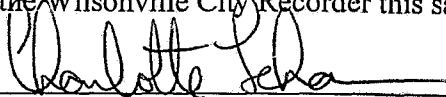
WHEREAS, ODOT provided a permit of entry for City test well drilling and the results of such drilling were favorable; and

WHEREAS, ODOT and the City have completed ODOT surplus procedures and executed appropriate documentation.

NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

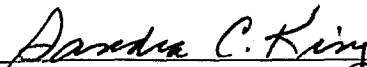
1. The real property deed, a copy of which is marked Exhibit 1 attached hereto and incorporated herein, is hereby accepted by the City of Wilsonville.

ADOPTED by the City Council of the City of Wilsonville at a regular meeting thereof this 23rd day of January, 1997, and filed with the Wilsonville City Recorder this same date.



CHARLOTTE LEHAN, Mayor

ATTEST:



Sandra C. King, C.M.C., City Recorder

SUMMARY OF VOTES:

Mayor Lehan	Yes
Councilor MacDonald	Yes
Councilor Helser	Yes
Councilor Luper	Yes
Councilor Barton	Yes

DEED

The **STATE OF OREGON**, by and through its **DEPARTMENT OF TRANSPORTATION**, Grantor, for the true and actual consideration of \$99,000.00 does convey unto the **CITY OF WILSONVILLE**, a municipal corporation, Grantee, the following described property:

A parcel of land lying in Lot 4, **BOBERG**, Clackamas County, Oregon and being that property described in that deed to the State of Oregon, by and through its State Highway Commission, recorded March 4, 1953 in Book 466, Page 188 of Clackamas County Record of Deeds, containing 43,080 square feet, more or less.

This conveyance is made and delivered upon the following express conditions, reservations, and restrictions:

1. Subject to special assessments, existing restrictions, reservations and easements, if any.
2. That the above described land shall never be used for the placing or maintenance of any advertising sign, display, or device, except such sign, display, or device used to advertise the activities on said land, or the lease or sale of said land or any portion thereof. In the event of violation of this condition, Grantor shall have the right, through its authorized officers, agents, or employees to enter upon said land and remove, destroy, or obliterate any unauthorized sign, display, or device, without liability for damage or injury thereto, and to recover the cost of such removal, destruction or obliteration from the owner of said land.
3. That no junk, scrap, junked motor vehicles, or parts thereof, debris, trash, waste, or other such materials shall be placed on said land for whatever purpose in any manner so as to be visible from a state highway, provided that such items as listed above can otherwise be placed on said land without violating any applicable law, ordinance, or regulation. In the event of violation of this condition, Grantor shall have the right, through its authorized officers, agents, or employees, to enter upon said land and remove or destroy any unauthorized junk, scrap, or other material mentioned above and recover the cost of such removal or destruction from the owner of said land.
4. That this property shall not be used for the operation of any garbage dump or sanitary land fill. If such use is made of the property, Grantor may, at its election, enter upon said land and restore it to the condition that existed prior to said use for garbage dump or sanitary land fill purposes and recover the cost thereof from the owner of said land.

12-9-96

TAX STATEMENTS SHALL BE SENT TO
30000 SW Town Center Loop East
Wilsonville OR 97070

RETURN TO
PROPERTY MANAGEMENT
411 Transportation Bldg.
Salem OR 97310

96-092268

EXHIBIT 1

5. That this conveyance is made upon the further condition, which shall constitute a covenant running with the land, that Grantor shall not at any time become liable to Grantee and grantee's heirs, successors and assigns in interest, for damages to the land herein described or any buildings, structures, improvements, or property of any kind or character now or hereafter located upon said land or for any injuries to any owner, occupant, or any person in or upon said land or for any interference with the use and enjoyment of said land or for damages which except for this covenant might constitute a nuisance caused directly or indirectly by noise or air pollutant emissions from transportation vehicles using the highway or transportation facility adjacent to said land. Any reference in this covenant to the highway or transportation facility adjacent to said land refers to the highway or transportation facility as it now exists and also as it will exist with future improvements. Grantee and grantee's heirs, successors and assigns covenant not to sue Grantor for any said injuries or damages.

It is understood that the conditions, reservations, restrictions, and covenants herein set out have been considered in determining the amount of consideration of this conveyance.

The rights and remedies herein reserved or provided shall not be exclusive and shall not be in derogation of any other right or remedy which Grantor may have. The conditions and restrictions herein contained shall run with said land and shall forever bind Grantee and grantee's heirs, successors and assigns. Where any action is taken to enforce the above mentioned conditions and restrictions, Grantor shall not be liable for any trespass or conversion or to any real or personal property. Where legal proceedings are commenced by Grantor to enforce the foregoing conditions and restrictions or for the recovery of the aforementioned removal or destruction costs, the successful party shall be entitled to reasonable attorney fees and court costs.

In construing this deed, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this deed shall apply equally to corporations and to individuals.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

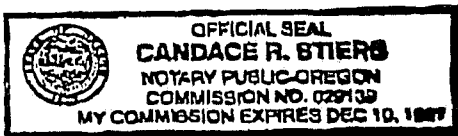
Dated this 10th day of December, 1996

STATE OF OREGON, by and through its
DEPARTMENT OF TRANSPORTATION

By Deolinda G. Jones
Deolinda G. Jones, Right of Way Manager

STATE OF OREGON, County of Marion

12-10, 1996 Personally appeared Deolinda G. Jones, who being sworn, stated that she is the Right of Way Manager for the State of Oregon, Department of Transportation, and that this document was voluntarily signed on behalf of the State of Oregon by authority delegated to her. Before me:



Candace R. Stiers
Notary Public for Oregon
My Commission expires 12-10-97

STATE OF OREGON **96-092268**
CLACKAMAS COUNTY
Received and placed in the public records of Clackamas County
RECEIPT# AND FEE: 46811 \$18.00
DATE AND TIME: 12/17/96 11:48 AM
JOHN KAUFFMAN, COUNTY CLERK

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