

RESOLUTION NO. 1767
APPROVING AND PROVIDING FOR THE EXECUTION OF
AN AMENDATORY CONTRACT FOR GRANT TO ACQUIRE
AND/OR DEVELOP LAND FOR OPEN-SPACE PURPOSES
NO. OSC-OR-10-16-1014(G) BY AND BETWEEN THE
City of Albany, Oregon
AND THE UNITED STATES OF AMERICA

Be it resolved by the Mayor and the Albany City Council of the
City of Albany, Oregon as follows:

Section 1. The pending proposed Amendatory Contract for Grant
to Acquire and/or Develop Land for Open-Space Purposes No. OSC-OR-10-16-1014(G),
Amendment No. 1, is hereby in all respects approved.

Section 2. The City Manager of the City of Albany,
Oregon is hereby authorized and directed to
execute Amendatory Contract No. OSC-OR-10-16-1014(G), Amendment No. 1
in two (2) counterparts on behalf of the City of Albany, Oregon
and the City Manager

is hereby authorized and directed to impress and attest the official seal of
the Public Body on each such counterpart and to forward such counterparts to
the Department of Housing and Urban Development, for execution on behalf of
the Government together with such other documents relative to the approval
and execution of such counterparts as may be required by the Government.

Section 3. This Resolution shall take effect immediately.

Adopted this 24th day of March, 1976.

APPROVED

BY [Signature]

Title City Manager, Albany, Oregon

ATTEST:

By [Signature]
Title City Recorder.

Placed in Book
Until Original
is Returned

UNITED STATES OF AMERICA
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

FIRST AMENDATORY CONTRACT AMENDING CONTRACT FOR GRANT TO ACQUIRE OPEN-SPACE
LAND UNDER TITLE VII OF THE HOUSING ACT OF 1961, AS AMENDED

Project No. OSC-OR-10-16-1014
City of Albany, Oregon
Contract No. OSC-OR-10-16-1014(G)
Amendment No. 1

THIS AMENDATORY CONTRACT made and entered into on the date hereinbelow specified, by and between the City of Albany, Oregon, (herein called the "Public Body") and the United States of America (herein called the "Government"),

WITNESSETH:

WHEREAS, the parties hereto entered into that certain Contract for Grant to Acquire Open-Space Land No. OSC-OR-10-16-1014(G), dated March 7, 1973, (herein called the "Existing Contract"), and it now appears that the Existing Contract should be amended;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein and in the Existing Contract, the parties hereto do agree as follows:

The Existing Contract, Part I, Section 2, "The Project", sub-paragraph (a) is hereby amended by deleting the words "Schedule 'A'" in the fourth line thereof in their entirety and inserting in lieu thereof the words "Schedule 'A' (Revised)".

The attached Schedule "A" (Revised) to the First Amendatory Grant Agreement is to be used in lieu of the Schedule "A" attached to the Grant Agreement dated March 7, 1973.

IN WITNESS WHEREOF, the Public Body has caused this Amendatory Contract to be duly executed in its behalf and its seal to be hereunto affixed and

REVISED SCHEDULE "A"

Beginning at the center line of the County Road North 13°18' East parallel with the West line of Lot 6 of Jason Wheeler's Home Farm in Section 17, Township 11 South, Range 3 West of the Willamette Meridian in Linn County, Oregon, a distance of 982.70 feet from a point on the South line of and South 86°38' East 97.68 feet from the Southwest corner of said Lot 6; and running thence South 65°56' East along the center line of said County Road 144.0 feet; thence South 24°04' West 98.0 feet; thence North 65°56' West 125.36 feet; thence North 13°18' East 99.76 feet to the place of beginning; SUBJECT to the rights of the public in the use of the County Road; the above described property being a portion of Lot 6 of Jason Wheeler's Home Farm. SAVE AND EXCEPT that portion of the above described tract of land lying within the boundaries of public roads and highways.

ALSO all that portion of Lot 6, Jason Wheeler's Home Farm Tracts in Section 17, Township 11 South, Range 3 West of the Willamette Meridian, Linn County, Oregon, lying Easterly of Davidson Park, according to the duly recorded plat thereof and Northerly of that parcel described in instrument recorded in microfilm Volume 36, Page 659, Records of Linn County, Oregon, and Westerly of the Westerly line of Ermine Street. EXCEPT that portion conveyed to Mabel Bowman by deed recorded in Deed Book 255, Page 354. SAVE AND EXCEPT that portion of the above described tract of land lying within the boundaries of public roads and highways.

ALSO beginning at the Southwest corner of the Lehigh Park tract in the Eastgate Park Subdivision, in the City of Albany, Linn County, Oregon; thence North 01°23'00" West, 273.75 feet; thence South 88°37'00" West, 50.00 feet; thence along a circular curve to the left having a radius of 50 feet, for a distance of 101.73 feet, through a central angle of 116°34'33" (the long chord of which bears South 30°19'26" West a distance of 85.07 feet); thence South 69°28'24" West, 459.95 feet; thence South 01°39'00" East, 50.00 feet; thence North 88°40'30" East, 529.00 feet more or less to the point of beginning; EXCEPTING from the above described parcel the East five feet thereof. The area contains 1.81 acre and will be used as public park area with the exception of .19 acre to be dedicated as street right-of-way as follows: Beginning at a point which is North 01°23'00" West, 223.75 feet from the Southwest corner of the Lehigh Park tract of said Eastgate Park Subdivision to the South line of 17th Avenue; thence North 01°23'00" West, 50.00 feet; thence South 88°37'00" West, 50.00 feet; thence along a circular curve to the left, through a central angle of 270° to the point of beginning.

Waverly Lake

Beginning at a point which is opposite and 80 feet Northwesterly of Station 351+50 on the center line of the Albany-Junction City Highway (formerly Pacific Highway East), said point being 1897.75 feet South and 757.33 feet East of the Northwest corner of the Anderson Cox DLC #49, Township 11 South, Range 3 West, of the Willamette Meridian; thence on a 5649.58 foot radius curve left (the long chord of which bears North 46°04'49" East) 1381.81 feet; thence North 40° 54' East, 250 feet; thence North 41°53'37" East, 519.01 feet; thence on a varying curve left (the long chord of which bears North 34°28'07" East) 309.08 feet; thence North 59°27'47" West, to the Southeasterly line of a County Road running along the Northwesterly side of Waverly Lake (Salem Avenue); thence Southwesterly along said Southeasterly line 1125 feet, more or less, to the Northwesterly line of the East Albany Cemetery; thence Southeasterly along said Northwesterly line, 130 feet, more or less, to the most Easterly corner of said Cemetery; thence Southwesterly along the Southeasterly line of said Cemetery, 363 feet to the most Southerly corner of said Cemetery; thence Northwesterly along the Southwesterly line of said Cemetery, 110 feet, more or less, to the Southeasterly line of said County Road; thence Southwesterly along the Southeasterly line said County Road, 880 feet, more or less, to the West line of Lot 8, Waverly Fruit Farm; thence Southerly along the West line of Lots 8 and 10 of said Waverly Fruit Farm, 565 Feet, more or less, to the Southwest corner of said Lot 10; thence Easterly along the South line of said Lot 10, a distance of 160 feet, more or less, to a point opposite said Station 351+50; thence South 36°54'47" East, at right angles to said highway center line, 50 feet, more or less, to the point of beginning. Containing 19.6 acres.
11 3W 4BC 3800

Also: Beginning at the southwest corner of Lot 10, Waverly Fruit Farm, Township 11 South, Range 3 West, Willamette Meridian; thence south 1°26'30" East, 193.63 feet to a point opposite and 60 feet northwesterly of Station 353+97.75 on the centerline of the Albany-Junction City Highway; thence northeasterly parallel to and 60 feet northwesterly of said centerline 245 feet, more or less, to a point opposite Station 351+50 on said centerline; thence northwesterly at right angles to said centerline 72 feet, more or less, to the south line of said Lot 10; thence south 88°28' west, along said south line 160 feet, more or less to the point of beginning.
11 3W 5DD

Draper Park

Block 8, Ansley Park Addition, Also, Tracts 9 and 10 in Sunrise Acres, Linn County, Oregon, excepting that portion of said Tract 10 lying West of a line beginning on the South line of said Tract 10 at a point 298.04 feet West of the Southeast corner of said Tract 9 and extends North 1°04'30" West parallel With the East line of said Tract 9 to the North line of said Tract 10.
11 3W 12AG 3900 and 11 3W 18DB 101 and 206

RECORDING OFFICER'S CERTIFICATE

I, the undersigned, the duly qualified and acting City Recorder
of the City of Albany, Oregon
and the keeper of the journal of proceedings of the said _____
Albany City Council (herein called the "Governing
Body"), do hereby certify:

1. That the attached Resolution (herein called the "Resolution"),
is a true and correct copy of a resolution as finally adopted at a
meeting of the Governing Body held on the 24th day of March,
1976, and duly recorded in my office;

2. That said meeting was duly convened and held in all respects
in accordance with law and to the extent required by law, due and proper
notice of such meeting was given; and a legal quorum was present throughout
the meeting, a legally sufficient number of members of the Governing Body
voted in the proper manner and for the adoption of said Resolution; that
all other requirements and proceedings incident to the proper adoption
or passage of said resolution have been duly fulfilled, carried out, and
otherwise observed; and that I am authorized to execute this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the
official seal of the City of Albany, Oregon
_____, this 29th day of March, 19 76.

By Ernest J. Salem

Title City Recorder

(SEAL)

OPINION AND CERTIFICATE OF GRANTEE'S ATTORNEY
CONCERNING PROPOSED AMENDATORY CONTRACT FOR

1. I have examined the record of all proceedings, including, particularly, that certain resolution adopted on the 24th day of March, 1976, by the Albany City Council, Albany, Oregon (herein called the "Grantee"), relative to the authorization, approval, and execution of that certain Amendatory Contract for Open Space Land Grant (herein called the "Contract") referred to therein and numbered Amendatory Contract No. OSC-OR-10-16-1014(G) by and between the Grantee and the United States of America (herein called the "Government"). I have also examined the two counterparts of the Amendatory Contract as executed on behalf of the Grantee.

2. It is my opinion that:

- (a) Said proceedings have been taken, said resolution has been adopted, and the Amendatory Contract has been executed on behalf of the Grantee by its proper officials, in form, manner, and otherwise as authorized by law.
- (b) When each of said counterparts of the Amendatory Contract shall have been duly executed by the Government, said existing Contract, as amended, will constitute a valid, binding, and legal agreement between the aforesaid parties thereto in accordance with its terms.

3. I HEREBY CERTIFY THAT:

- (a) None of said proceedings and no authority for the authorization, execution, and delivery of the Amendatory Contract have or has been repealed, rescinded, or revoked, and said resolution is in full force and effect.
- (b) No litigation of any nature is now pending or threatened (in either State or Federal courts) restraining or enjoining the Grantee's execution of the Amendatory Contract or in any manner questioning or affecting the validity thereof or of the proceedings aforesaid, and neither the corporate existence nor the legally prescribed area of operation of the Grantee nor the title of its present officers to their respective offices is being contested.
- (c) To the date hereof, no litigation has been enacted during the present session of the Legislature of the State of Oregon, if now in session, or during the last session of such Legislature, if adjourned sine die less than 6 months ago, which affects the organization of the Grantee or its power or authority to finance, undertake, or carry out the project contemplated by the Contract, as amended, in accordance with the laws pertaining thereto in effect prior to the convening of such session of the Legislature.

This 24th day of March, 1976.



Attorney (for (Name of Grantee))