

**RESOLUTION NO. 1420  
CITY OF PRINEVILLE, OREGON**

**A RESOLUTION AUTHORIZING THE CITY OF PRINEVILLE TO ENTER INTO AN  
INTERGOVERNMENTAL AGREEMENT WITH CROOK COUNTY PARKS AND  
RECREATION DISTRICT**

**Whereas**, on or about August 31, 2017, the City of Prineville (“City”) and Crook County Parks and Recreation District (“District”) entered into an Intergovernmental Agreement; and

**Whereas**, on or about February 14, 2019, the City of Prineville (“City”) and District entered into an Intergovernmental Agreement; and

**Whereas**, City owns and District manages and maintains within the City limits Gervis Park, Pioneer Park east of the City Police Department, and the bike path which runs adjacent to Ochoco Creek from Ochoco Highway to Harwood Street. Gervis Park, Pioneer Park and the bike path shall collectively be referred to as the “Parks”; and

**Whereas**, District has maintained the landscaped area at the Ochoco Highway-Madras Prineville Interchange (hereinafter “West Y”) pursuant to an Agreement with the Oregon Department of Transportation (ODOT) since 1987; and

**Whereas**, City is currently collecting park System Development Charges (SDC) on behalf of the District, and retains 2.5% of any collected SDC for City’s time for collections and disbursement; and

**Whereas**, City has deeded Old Stryker Field to the District; and

**Whereas**, City is currently constructing a pedestrian bridge across Ochoco Creek that connects Crook County Parks and Recreation Property (Tax Lot No. 151605BB00500) to Old Stryker Field, hereinafter “Bridge”; and

**Whereas**, District and City have cooperated maintaining the Parks but the Parties desire to enter into an Agreement to address payment of larger expenses associated with maintaining the Parks; and

**Whereas**, District wishes to continue to perform all landscaping and related maintenance of the landscaped area of the West Y pursuant to an agreement with the City; and


**Whereas**, City and District believe one Intergovernmental Agreement is preferable to multiple Agreements; and

**Whereas**, City has prepared an Intergovernmental Agreement (“Agreement”); and

**Whereas**, City staff believes it is in the best interest of the City to approve and execute the Agreement;

**Now, Therefore,** the City of Prineville resolves that the Intergovernmental Agreement attached to this Resolution between the City and District is hereby approved and that the Mayor is authorized and instructed to sign such Agreement on behalf of the City.

Approved by the City Council this 10<sup>th</sup> day of December, 2019.



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Stephen P. Uffelman, Mayor

ATTEST:



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Lisa Morgan, City Recorder

## **INTERGOVERNMENTAL AGREEMENT**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into by and between the **City of Prineville**, a municipal corporation, (hereinafter “City”) and **Crook County Parks and Recreation District**, an Oregon public recreational district, (hereinafter “District”), jointly the “Parties,” and individually a “Party.”

### **Recitals**

- A. City and District are authorized, pursuant to ORS 190.003-190.110, to enter into this Agreement.
- B. On or about August 31, 2017, the parties entered into an Intergovernmental Agreement attached to this Agreement as Exhibit A, and incorporated herein.
- C. On or about February 14, 2019, the parties entered into an Intergovernmental Agreement attached to this Agreement as Exhibit B, and incorporated herein.
- D. City owns and District manages and maintains within the City limits Gervis Park, Pioneer Park east of the City Police Department, and the bike path which runs adjacent to Ochoco Creek from Ochoco Highway to Harwood Street. Gervis Park, Pioneer Park and the bike path shall collectively be referred to as the “Parks.”
- E. District has maintained the landscaped area at the Ochoco Highway-Madras Prineville Interchange (hereinafter “West Y”) pursuant to an Agreement with the Oregon Department of Transportation (ODOT) since 1987.
- F. City is currently collecting park System Development Charges (SDC) on behalf of the District, and retains 2.5% of any collected SDC for City’s time for collections and disbursement.
- G. City has deeded Old Stryker Field to the District as set forth in the Statutory Bargain and Sale Deed attached as Exhibit C and incorporated herein.
- H. City is currently constructing a pedestrian bridge across Ochoco Creek that connects Crook County Parks and Recreation Property (Tax Lot No. 151605BB00500) to Old Stryker Field, hereinafter “Bridge.”
- I. The parties wish to codify their agreements and desire to memorialize these agreements.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the parties’ mutual obligations contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The Recitals set forth above are hereby incorporated into and made a part of this Agreement.

2. This Agreement shall supersede all previous Agreements between City and District.

3. District shall continue to maintain the landscapes in the Parks and West Y in the same manner as District currently manages District's other parks.

4. District shall continue to maintain the facilities in the Parks as set forth in this Section. District currently maintains a covered picnic shelter, restrooms, playground, two (2) memorials, parking lots, and signage at Pioneer Park. In addition, District provides regular janitorial services for Parks. District provides for private rentals and public events in the Parks and sets fees for such events, which shall be allowed to continue during this Agreement.

5. Any maintenance or repair item in any of the Parks that exceeds \$500.00 in materials or contracted service shall be the responsibility of the City. District will prepare and deliver to the City the proposal of the needed repair prior to proceeding with the needed repair. City shall approve the request, or provide alternatives to achieve the same result as the proposed repair. If the City approves the repair, the District shall arrange for the repair and have the bill for the repair sent to the City.

6. City shall continue to provide the following at all District managed Parks:

a. Respond to complaints of violations of laws committed in the Parks.

b. Provide extra patrol as agreed upon by District and City and coordinate with District's maintenance staff.

c. As financing allows, place and maintain security cameras in the Parks including along the bike paths. The City shall provide IT support for such security cameras.

d. Emergency response to issues in the Parks by City's Public Works Department for such things as after-hours sewer backups.

e. Assist District with special projects, including the hauling of heavy materials, grading gravel parking lots, etc., in a collaborative manner.

f. Remove snow from the bike path between Ochoco Highway and Harwood Street.

g. Water, sewer, and electricity at Parks at City's expense.

h. Continue giving to District State of Oregon dedicated bike path maintenance funds.

7. The City shall contact District for input prior to any decisions made for alternations or improvements to any of the Parks.

8. Notwithstanding the ownership transfer of Old Stryker Field, the parties acknowledge that City is currently in the process of constructing Bridge. District hereby agrees to grant to City, it's contractors, consultants, subcontractors, subconsultants, materialmen, suppliers, workers, successors, and assigns, an irrevocable license ("license") for the real property described in Exhibit C to facilitate City's construction of Bridge and other related improvements associated with the Bridge. This license shall expire at the completion of the Bridge construction.

9. The City shall continue to be responsible for the collection and distribution of park SDCs that City is able to collect, and in consideration for this service, shall be allowed to retain 2.5% of any park SDC collected on behalf of the District.

10. The City shall work towards the transfer of Gervis Park to District. The parties agree that any transfer will include an easement for the City of 60 feet between Lot 1 and Lot 18 of the Johnson Subdivision and continuing west until the Crooked River. Prior to that transfer, the District shall be responsible for the maintenance of Gervis Park consistent with this Agreement.

11. District shall have all insurance policies, except Workers' Compensation and Employer's Liability, endorsed to name City as an Additional insured with respect to Parks within the City that are managed by District. Proof of all policies shall be provided to City no later than January 31, 2020.

12. The parties agree to cooperate and work collaboratively regarding woody debris such as trees, branches, etc. falling into Ochoco Creek, which may alter the floodway during a flood event or may present a hazard to City or District infrastructure. The parties acknowledge that the City has access to machinery that would enable the parties to remove such debris, especially in the event of larger debris. Accordingly, the parties acknowledge that the City will provide equipment for larger jobs regarding debris in Ochoco Creek.

13. The parties agree to cooperate and work collaboratively to develop applications and approvals for events occurring on recreational property within the City.

14. This Agreement shall continue until a Party gives not less than six months prior notice to the other Party of intent to withdraw from this Agreement, whichever shall last occur. In the event of a notice, the Agreement will terminate at the date set out in such notice.

15. Neither this Agreement, nor any of the rights granted by this Agreement, may be assigned or transferred by either Party.

16. Neither of the Parties are, by virtue of this Agreement, a partner or joint venturing with the other Party and neither Party shall have any obligation with respect to the other Party's debts or liabilities of whatever kind or nature, except as otherwise provided herein.

17. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300:

a. City shall defend, save, hold harmless, and indemnify District and its officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from or arising out of, or relating to the activities of City or its officers, employees, contractors, or agents under this Agreement;

b. District shall defend, save, hold harmless, and indemnify City and its officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature from or arising out of, or relating to the activities of District or its officers, employees, contractors, or agents under this Agreement;

c. Neither Party shall be liable to the other for any incidental or consequential damages arising out of or related to this Agreement. Neither Party shall be liable for any damages of any sort arising solely from the termination of this Agreement or any part hereof in accordance with its terms.

18. In the event an action, lawsuit, or proceeding, including appeal therefrom is brought for failure to fulfill or comply with any of the terms of this Agreement, each Party shall be responsible for its own attorney fees, expenses, costs, and disbursements for said action, lawsuit, proceeding, or appeal.

19. The failure by either Party to enforce any provisions of this Agreement shall not constitute a waiver by that Party of that provision or of any other provision of this Agreement.

20. Should any provision or provisions of this Agreement be construed by a court of competent jurisdiction to be void, invalid, or unenforceable, such construction shall affect only the provision or provisions so construed, and shall not affect, impair, or invalidate any of the other provisions of this Agreement, which shall remain in full force and effect.

21. All notices and other communications under this Agreement must be in writing and shall be deemed to have been given if delivered personally, sent by facsimile (with confirmation), mailed by certified mail to a Party at the following addresses, or emailed to a Party at the following email address, or at such other address, facsimile number, or email address as a Party may designate by like notice to the other Party:

To: City of Prineville  
387 NE Third Street  
Prineville, OR 97754  
Attn: City Manager  
Fax: 541.447.5628  
sforrester@cityofprineville.com

To: Crook County Parks & Recreation District

296 S. Main Street  
Prineville, OR  
Attn: Executive Director  
Fax: 541.447.9894  
duane@ccprd.org

Any notice or other communication shall be deemed to be given: (a) on the date of personal delivery; (b) at the expiration of the third day after the date of deposit in the United States mail; (c) on the date of confirmed delivery by facsimile; or (d) on the date of confirmed email.

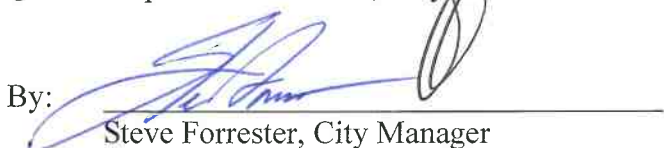
22. This Agreement may not be modified or amended except by writing signed by both Parties.

23. This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof, and supersedes all prior contemporaneous agreements or understandings between the Parties, if any, whether written or oral, concerning the subject matter of this Agreement which are not fully expressed herein.

CITY OF PRINEVILLE

By:   
Stephen P. Uffelman, Mayor

Dec. 11, 2019  
Date

By:   
Steve Forrester, City Manager

Dec. 11, 2019  
Date

CROOK COUNTY PARKS & RECREATION DISTRICT

By: \_\_\_\_\_  
Jeremy Logan, Board Chair

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Duane Garner, Executive Director

\_\_\_\_\_  
Date

## INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL Agreement ("Agreement") is entered into this 31<sup>st</sup> day of August, 2017, by and between the **Crook County Parks and Recreation District**, 296 S. Main Street, Prineville, Oregon 97754 (hereafter "District") and **The City of Prineville**, 387 NE Third Street, Prineville, Oregon 97754 (hereafter "City"), jointly the "**Parties**" and individually a "Party."

### RECITALS:

- A. District and City are **authorized**, pursuant to ORS 190.003-190.110, to enter into this Agreement.
- B. City owns and District manages and maintains within the City limits Old Stryker Field north of City Hall, Pioneer Park east of City Police **Department** and the bike path which runs **adjacent** to Ochoco Creek from Ochoco Highway to Harwood Street. Old Stryker Field, Pioneer Park and the bike path shall be referred to as the "Parks."
- C. District and City have **cooperated maintaining** the Parks but the **Parties** desire to enter into an Agreement to address payment of larger **expenses** associated with **maintaining** the Parks.
- D. The Parties have orally agreed on such an **agreement** and desire to **memorialize** that **agreement**.

IN CONSIDERATION of the following covenants, the Parties agree as follows:

- 1. The Recitals set forth above are hereby incorporated into and made a part of this **Agreement**.
- 2. District shall continue to maintain the **landscapes** in the Parks in the same manner as District currently manages District's other parks.
- 3. Any maintenance or repair item in any of the Parks the cost of which **exceeds** \$500.00 in materials or **contracted** service shall be the responsibility of the City. District will **prepare** and deliver to City the **proposal** of the **needed** repair prior to **proceeding** with the needed repair. City shall approve the request, or provide alternatives to achieve the same result as the **proposed** repair. If the City approves the repair the District shall **arrange** for the repair and have the bill for the repair sent to the City.
- 4. City shall continue to provide the following at all **District managed** parks:
  - a. **Respond to complaints** of **violations** of laws committed in the parks.
  - b. Provide extra patrol as agreed upon by District and City and coordinate with District's **maintenance** staff.

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Carl M. Dutli  
545 NE Seventh Street • Prineville, OR 97754 • 541-447-3910

EXHIBIT A  
PAGE 1 OF 4



- c. As financing allows, place and maintain security cameras in the parks including along the bike path. The City shall provide IT support for such security cameras.
  - d. Emergency response to issues in the parks by City's Public Works Department for such things as after-hours sewer backups.
  - e. Assist District with special projects, including the hauling of heavy materials, grading gravel parking lots, etc., in a collaborative manner.
  - f. Remove snow from bike path between Ochoco Highway and Harwood Street.
  - g. Water, sewer and electricity at Pioneer Park at City's expense.
  - h. Continue giving to District State of Oregon dedicated bike path maintenance funds.
5. The City shall contact District for input prior to any decisions made for alterations or improvement to any of the Parks.
6. Upon execution of this Agreement by both Parties, City shall deed to District Old Stryker Field. Upon execution of such deed, section 3 of this Agreement shall be applicable only to Pioneer Park and the bike path.
7. The City shall cooperate with District and other entities to seek an agreement for maintenance of the area at the "Y" at the west end of City.
8. This Agreement shall continue until a Party gives not less than six months prior notice to the other Party of intent to withdraw from this Agreement. The Agreement will terminate at the date set out in such notice.
9. Neither this Agreement, nor any of the rights granted by this Agreement, may be assigned or transferred by either Party.
10. Neither of Parties are, by virtue of this Agreement, a partner or joint venturing with the other Party and neither Party shall have any obligation with the respect to the other Party's debts or liabilities of whatever kind or nature, except as otherwise provided herein.
11. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300,
- a. City shall defend, save, hold harmless, and indemnify District and its officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from or arising out of, or relating to the activities of City or its officers, employees, contractors, or agents under this Agreement, and

**2 - Intergovernmental Agreement**

**Carl M. Dutli**  
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b. District shall defend, save, hold harmless, and indemnify City and its officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from or arising out of, or relating to the activities of District or its officers, employees, contractors, or agents under this Agreement.

c. Neither Party shall be liable to the other for any incidental or consequential damages arising out of or related to this Agreement. Neither Party shall be liable for any damages of any sort arising solely from the termination of this Agreement or any part hereof in accordance with its terms.

12. In the event an action, lawsuit, or proceeding, including appeal therefrom, is brought for failure to fulfill or comply with any of the terms of this Agreement, each Party shall be responsible for its own attorney fees, expenses, costs, and disbursements for said action, lawsuit, proceeding, or appeal.

13. The failure by either Party to enforce any provisions of this Agreement shall not constitute a waiver by that Party of that provision or of any other provision of this Agreement.

14. Should any provision or provisions of this Agreement be construed by a court of competent jurisdiction to be void, invalid, or unenforceable, such construction shall affect only the provision or provisions so construed, and shall not affect, impair, or invalidate any of the other provisions of this Agreement, which shall remain in full force and effect.

15. All notices and other communications under this Agreement must be in writing and shall be deemed to have been given if delivered personally, sent by facsimile (with confirmation), mailed by certified mail to a Party at the following addresses, or emailed to a Party at the following internet address, or at such other address, facsimile number, or email address as a Party may designate by like notice to the other Party:

**To: City of Prineville  
387 NE Third Street  
Prineville, OR 97754  
Attn: City Manager  
Fax: 541-447-5628  
[sforrester@cityofprineville.com](mailto:sforrester@cityofprineville.com)**

**To: Crook County Parks & Recreation District  
296 S. Main Street  
Prineville, OR 97754  
Attn: Manager**

3 - Intergovernmental Agreement

**Carl M. Dutil  
545 NE Seventh Street • Prineville, OR 97754 • 541-447-3910**

Fax: 541-447-9894  
duane@ccprd.org

Any notice or other communication shall be deemed to be given; a) on the date of personal delivery; b) at the expiration or the second day after the date of deposit in the United States mail; c) on the date of confirmed delivery by facsimile; or d) on the date of confirmed emailing.

16. This Agreement may not be modified or amended except by writing signed by both Parties.

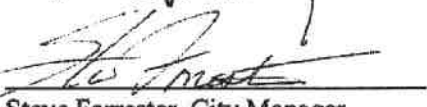
17. This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof, and supersedes all prior contemporaneous agreements or understandings between the Parties, if any, whether written or oral, concerning the subject matter of this Agreement which are not fully expressed herein.

CITY OF PRINEVILLE

BY:


  
Betty J. Roppe, Mayor

BY:


  
Steve Forrester, City Manager

CROOK COUNTY PARKS & RECREATION  
DISTRICT


BY:

  
Jeremy Logan, Board Chairperson

BY:

  
Linda Smith, Board Vice-  
Chairperson

BY:

  
Ruthie McKenzie, Board Secretary

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Carl M. Dutli  
545 NE Seventh Street • Prineville, OR 97754 • 541-447-3910

## INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into by and between the **City of Prineville**, a municipal corporation, (hereinafter "City") and **Crook County Parks and Recreation District**, an Oregon public recreational district, (hereinafter "District"), jointly the "Parties," and individually a "Party."

### Recitals

- A. City and District are authorized, pursuant to ORS 190.003-190.110, to enter into this Agreement.
- B. City owns and District manages and maintains within the City limits Old Stryker Field north of City Hall, Pioneer Park east of the City Police Department, and the bike path which runs adjacent to Ochoco Creek from Ochoco Highway to Harwood Street. Old Stryker Field, Pioneer Park and the bike path shall collectively be referred to as the "Parks."
- C. District has maintained the landscaped area at the Ochoco Highway-Madras Prineville Interchange (hereinafter "West Y") pursuant to an Agreement with the Oregon Department of Transportation (ODOT) since 1987.
- D. District and City have cooperated maintaining the Parks but the Parties desire to enter into an Agreement to address payment of larger expenses associated with maintaining the Parks.
- E. District wishes to continue to perform all landscaping and related maintenance of the landscaped area of the West Y pursuant to an agreement with the City.
- F. The Parties have orally agreed on such agreements and desire to memorialize these agreements.

### AGREEMENT

NOW, THEREFORE, in consideration of the parties' mutual obligations contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The Recitals set forth above are hereby incorporated into and made a part of this Agreement.
2. District shall continue to maintain the landscapes in the Parks and West Y in the same manner as District currently manages District's other parks.
3. District shall continue to maintain the facilities in the Parks as set forth in this Section. District currently maintains a covered picnic shelter, restrooms, playground, two (2) memorials, parking lots, and signage at Pioneer Park. District currently maintains the gazebo and pump house at Old Stryker Field. In addition, District provides regular janitorial services for

Parks. District provides for private rentals and public events in the Parks and sets fees for such events, which shall be allowed to continue during this Agreement.

4. Any maintenance or repair item in any of the Parks that exceeds \$500.00 in materials or contracted service shall be the responsibility of the City. District will prepare and deliver to the City the proposal of the needed repair prior to proceeding with the needed repair. City shall approve the request, or provide alternatives to achieve the same result as the proposed repair. If the City approves the repair, the District shall arrange for the repair and have the bill for the repair sent to the City.

5. The Parties hereby agree that this Agreement specifically excludes the Splash Pad currently be constructed in Old Stryker Field. Any agreement regarding the cost and maintenance associated with the Splash Pad shall be the subject of a separate agreement between the Parties.

6. City shall continue to provide the following at all District managed Parks:
- a. Respond to complaints of violations of laws committed in the Parks.
  - b. Provide extra patrol as agreed upon by District and City and coordinate with District's maintenance staff.
  - c. As financing allows, place and maintain security cameras in the Parks including along the bike paths. The City shall provide IT support for such security cameras.
  - d. Emergency response to issues in the Parks by City's Public Works Department for such things as after-hours sewer backups.
  - e. Assist District with special projects, including the hauling of heavy materials, grading gravel parking lots, etc., in a collaborative manner.
  - f. Remove snow from the bike path between Ochoco Highway and Harwood Street.
  - g. Water, sewer, and electricity at Parks at City's expense.
  - h. Continue giving to District State of Oregon dedicated bike path maintenance funds.

7. The City shall contact District for input prior to any decisions made for alternations or improvements to any of the Parks.

8. This Agreement shall continue until January 31, 2020 or until a Party gives not less than six months prior notice to the other Party of intent to withdraw from this Agreement, whichever shall last occur. In the event of a notice, the Agreement will terminate at the date set out in such notice.

9. Neither this Agreement, nor any of the rights granted by this Agreement, may be assigned or transferred by either Party.

10. Neither of the Parties are, by virtue of this Agreement, a partner or joint venturing with the other Party and neither Party shall have any obligation with respect to the other Party's debts or liabilities of whatever kind or nature, except as otherwise provided herein.

11. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300:

a. City shall defend, save, hold harmless, and indemnify District and its officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from or arising out of, or relating to the activities of City or its officers, employees, contractors, or agents under this Agreement;

b. District shall defend, save, hold harmless, and indemnify City and its officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature from or arising out of, or relating to the activities of District or its officers, employees, contractors, or agents under this Agreement;

c. Neither Party shall be liable to the other for any incidental or consequential damages arising out of or related to this Agreement. Neither Party shall be liable for any damages of any sort arising solely from the termination of this Agreement or any part hereof in accordance with its terms.

12. In the event an action, lawsuit, or proceeding, including appeal therefrom is brought for failure to fulfill or comply with any of the terms of this Agreement, each Party shall be responsible for its own attorney fees, expenses, costs, and disbursements for said action, lawsuit, proceeding, or appeal.

13. The failure by either Party to enforce any provisions of this Agreement shall not constitute a waiver by that Party of that provision or of any other provision of this Agreement.

14. Should any provision or provisions of this Agreement be construed by a court of competent jurisdiction to be void, invalid, or unenforceable, such construction shall affect only the provision or provisions so construed, and shall not affect, impair, or invalidate any of the other provisions of this Agreement, which shall remain in full force and effect.

15. All notices and other communications under this Agreement must be in writing and shall be deemed to have been given if delivered personally, sent by facsimile (with confirmation), mailed by certified mail to a Party at the following addresses, or emailed to a Party at the following email address, or at such other address, facsimile number, or email address as a Party may designate by like notice to the other Party:

To: City of Prineville

387 NE Third Street  
Prineville, OR 97754  
Attn: City Manager  
Fax: 541.447.5628  
sforrester@cityofprineville.com

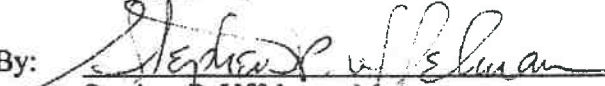
To: Crook County Parks & Recreation District  
296 S. Main Street  
Prineville, OR  
Attn: Executive Director  
Fax: 541.447.9894  
duane@ccprd.org

Any notice or other communication shall be deemed to be given: (a) on the date of personal delivery; (b) at the expiration of the third day after the date of deposit in the United States mail; (c) on the date of confirmed delivery by facsimile; or (d) on the date of confirmed email.

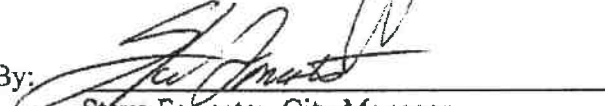
16. This Agreement may not be modified or amended except by writing signed by both Parties.

17. This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof, and supersedes all prior contemporaneous agreements or understandings between the Parties, if any, whether written or oral, concerning the subject matter of this Agreement which are not fully expressed herein.

CITY OF PRINEVILLE

By:   
Stephen P. Uffelman, Mayor

2/14/2019  
Date

By:   
Steve Forrester, City Manager

2/14/2019  
Date

CROOK COUNTY PARKS & RECREATION DISTRICT

By:   
Jeremy Logan, Board Chair

1-18-2019  
Date

By:   
Duane Garner, Executive Director

1-22-2019  
Date

Until a Change is Requested, All Tax  
Statements Shall be Sent to the Following:  
Crook County Parks and Recreation District  
296 S. Main Street  
Prineville, OR 97754

After Recording Return to:  
Jered Reid  
35 SE C Street, Suite D  
Madras, OR 97741

### STATUTORY BARGAIN AND SALE DEED

**City of Prineville**, "Grantor," hereby conveys and warrants to **Crook County Parks and Recreation District**, "Grantee," the following described real property located in the County of Crook and State of Oregon:

Parcel 2 of Partition Plat 2005-21, recorded July 21, 2005, in Partitions MF No. 2005-202132, records of Crook County, Oregon.

SUBJECT TO: all those items of record and apparent upon the land, if any, as of the date of this deed and those shown below, if any, including, but not limited to, that certain Easement (Declaration of Restrictions) recorded in the official records of Crook County as Document No. 2012-253560.

The true consideration of this conveyance is zero dollars but other good and valuable consideration, which is the entire consideration, to wit: pursuant to the agreement of the parties through an Intergovernmental Agreement dated August 31, 2017.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301, AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES 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 THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.



GRANTOR:

DATED: October 1, 2019

**City of Prineville**

Gail Merritt  
Gail Merritt, Council President  
City of Prineville

Steve Forrester  
Steve Forrester  
City of Prineville

STATE OF OREGON        )  
  ) ss.  
County of Crook        )

The foregoing instrument was acknowledged before me on October 1, 2019 by Gail Merritt, Council President of the City of Prineville.



Lisa K Morgan  
Notary Public for Oregon  
My Commission Expires:

The foregoing instrument was acknowledged before me on October 2, 2019 by Steve Forrester, City Manager of the City of Prineville.



Lisa K Morgan  
Notary Public for Oregon  
My Commission Expires: