

Returned @ Counter

AFTER RECORDING RETURN TO:

Klamath Family YMCA
1221 S. Alameda
Klamath Falls, OR 97603

GRANTOR:

City of Klamath Falls
500 Klamath Avenue
Klamath Falls, OR 97601

GRANTEE:

Young Men's Christian Association of
Klamath County
1221 S. Alameda
Klamath Falls, OR 97603

2008-002670

Klamath County, Oregon



00041053200800026700050057

03/03/2008 03:00:01 PM

Fee: \$41.00

TAX STATEMENTS:

Until requested otherwise,
send all tax statements to:
Klamath Family YMCA
1221 S. Alameda, Klamath Falls, OR 97603

BARGAIN AND SALE DEED

The City of Klamath Falls, Oregon, a Municipal Corporation, Grantor, conveys to Young Men's Christian Association of Klamath County, Oregon, an Oregon Non-Profit Corporation, Grantee, a fee simple determinable interest in the real property described below (the "Property") for so long as: a) the property is perpetually and continuously used as a youth recreational facility; and b) development of the Property for such use is initiated within two (2) years of this transfer; and c) development of the Property for such use is completed and such use is commenced within five (5) years of this transfer. Grantor and Grantee acknowledge that Grantee is informally doing business as the Klamath Family YMCA.

Grantor retains a possibility of reverter in the Property such that if development of the Property for the described purpose is not initiated within two (2) years of this transfer; OR if development of the Property for such purpose is not completed within five (5) years of this transfer; OR if the Property is not being used for the described purpose within five (5) years; OR if the Property is not perpetually and continuously used for the described purpose, then the interest of Grantee and its heirs, successors and assigns shall automatically terminate and fee simple title shall revert to Grantor, its successors or assigns. The Property is situated in Klamath County, State of Oregon and is legally described as follows:

Lots 1 through 5 inclusive and Lots 42, 43 and 44, all in Block 7, INDUSTRIAL ADDITION to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon; and Lots 1 through 16 inclusive, of Block 8, INDUSTRIAL ADDITION to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

The true and actual consideration paid for such transfer, stated in terms of dollars is \$0.00. However, the actual consideration for this transfer consists of or includes other property or value given which is the whole consideration.

Grantee is aware and acknowledges that Grantor has made no representations, statements or disclosures of any kind as to any matters concerning the Property and that Buyer is receiving the Property on an "As-Is" basis, with any and all patent and latent defects and all known and unknown conditions; provided, however, that Grantor hereby agrees to indemnify Grantee for any hazardous materials or Hazardous Substances contamination, as defined under federal and State laws and regulations, that existed on the Property prior to the date of this Deed. Because this Deed includes the possibility of reverter to Grantor, Grantee agrees that it shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Property. Grantee may use or otherwise handle on the Property only those Hazardous Substances typically used or sold in the prudent and safe operation of a youth recreational facility. Grantee may store such Hazardous Substances on the Property only in quantities necessary to satisfy Grantee's reasonably anticipated needs. Grantee shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances

and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Property. In the event of reverter to Grantor, Grantee shall remove all Hazardous Substances from the Premises in compliance with all Environmental Laws. The term *Environmental Law* shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety, or the environment. The term *Hazardous Substance* shall mean any hazardous, toxic, infectious, or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions. Grantee further agrees to indemnify and hold harmless Grantor for any hazardous materials or Hazardous Substances contamination, as defined under federal and State laws and regulations, that is created on or under the Property on and after the date of this Deed.

As part of this conveyance, Grantor hereby grants to Grantee a Revocable License and Encroachment Permit on the terms and conditions set forth in Exhibit A.

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. 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.

DATED this 3rd day of March, 2008.

CITY OF KLAMATH FALLS

Jeffrey D. Ball
Jeffrey D. Ball, City Manager - Grantor

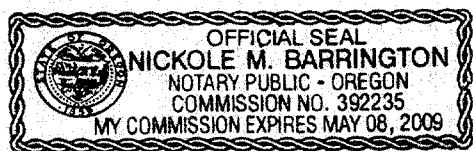
ATTEST:

Elisa D. Olson
Elisa D. Olson, City Recorder

STATE OF OREGON)
)ss.
County of Klamath)

On the 3rd day of March, 2008, personally appeared Jeffrey D. Ball and Elisa D. Olson, who, each being first duly sworn, did say that the former is the City Manager and the latter is the City Recorder of the City of Klamath Falls, an Oregon municipal corporation, and that the instrument was signed on behalf of said municipal corporation; and each of them acknowledged said instrument to be his/her voluntary act and deed.

BEFORE ME:



Nickole M. Barrington
Notary Public for Oregon
My Commission Expires: 5-8-2009

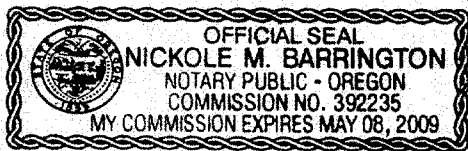
YOUNG MEN'S CHRISTIAN ASSOCIATION

Steve Meng
Steve Meng, CEO

Young Men's Christian Association hereby accepts the above described property from the City of Klamath Falls, subject to the limitations and conditions set forth in the foregoing instrument, this 3rd day of March, 2008.

Personally appeared Steve Meng, the CEO of the above-named Grantee, this 3rd day of March, 2008, and acknowledged the foregoing instrument to be his/their voluntary act on behalf of Grantee.

BEFORE ME:



Nickole M. Barrington
Notary Public for Oregon
My Commission Expires: 5-8-2009

REVOCABLE LICENSE & ENCROACHMENT PERMIT

[Exhibit A]

As part of the foregoing property conveyance, Grantor, City of Klamath Falls, hereby gives and grants to Grantee, its successors and assigns, upon the terms and subject to the conditions hereinafter set forth, non-exclusive permission to encroach upon the entirety of the Adams Street right-of-way that is adjacent to Lots 6 through 16, inclusive, Block 8, Industrial Addition to the City of Klamath Falls (as shown on the attached map Exhibit "A-1"). This license/permit is granted for the limited purpose of permitting Grantee to use the Adams Street right-of-way as part of the recreational facilities being developed on the Property described in the foregoing Deed, and is subject to the following conditions:

- 1) Grantee shall comply with all relevant local, state and federal regulations pertaining to Grantee's use of the area, including but not limited to, City Planning and building regulations; Grantee shall acquire the proper permits, if any, from the Klamath County Building Department and the City of Klamath Falls.
- 2) Grantee shall be responsible for the construction, maintenance, repair and replacement of all recreational facilities constructed within the right-of-way by Grantee.
- 3) Grantee shall save and hold harmless from the City from, and indemnify and defend the City against, any and all liability for or on account of any death or injury to persons, or damage to property, incurred in any manner whatsoever growing out of Grantee's use of the right-of-way or the public's loss of the privileges herein granted.
- 4) Notwithstanding the foregoing, Grantor reserves the right to use the Adams Street right-of-way for the installation, maintenance, repair, replacement and use of public utilities and all necessary appurtenances attendant to such use. Grantor agrees to use reasonable efforts to minimize the adverse effects of such utilities on the anticipated recreational facilities.
- 5) Grantee agrees that Grantor shall not be responsible for damage to any improvements within the right-of-way caused by or related to City's legitimate use of the right-of-way as authorized and permitted herein.

Notwithstanding the provisions of City Code Section 8.470(6), which allow the City to revoke an encroachment permit upon providing a permittee with written notice sixty (60) days in advance of the revocation, Grantor hereby agrees that it will not revoke or terminate this license/permit unless the reverter provisions of the foregoing deed go into effect and result in fee simple title to the Property reverting to Grantor. In that event, this license permit shall automatically terminate.

This license/permit shall run with the land as to all properties benefited and burdened by it, including any division or partition of the Property. The rights, covenants and obligations of this license/permit shall bind, burden and/or benefit each party's successors, assigns, heirs or beneficiaries under a deed of trust.

