

After recording return to:
City of Klamath Falls
500 Klamath Avenue
Klamath Falls, OR 97601



06/14/2011 03:51:06 PM

Fee: \$62.00

TRAIL EASEMENT

This Easement is made and entered into this 24 day of May, 2011, by and between Ridgewater Development, LLC, Grantor, and the City of Klamath Falls, an Oregon Municipal Corporation, Grantee.

RECITALS

Grantor is the owner of certain real property which abuts the northern and western side of Moore Park owned by the City of Klamath Falls, Oregon. Grantor's land abutting Moore Park has scenic, natural, cultural, and recreational value. The parties to this Easement intend to create a permanent easement over Grantor's land for the use by the Grantee and the public for recreational use of the undeveloped trail known as the "Klamath Ridge View Trail."

AGREEMENT

1. **Grant of Easement.** In consideration for the covenants, terms, conditions, and restrictions set forth below, Grantor hereby grants and conveys to Grantee, in favor of, and for the use and benefit of the general public, a perpetual Easement in, on, over, and under the following described land:

Real property described on Exhibit A, commonly known as Klamath Ridge View Trail.

2. **Purposes of Easement.** Grantee, its employees, agents, independent contractors and invitees, shall use the easement for public recreation uses and to provide access to fire crews only, and in conjunction with such use may construct, reconstruct, maintain and repair the Klamath Ridge View Trail. Grantee will allow only non-motorized recreational use of the Easement, but the Grantee, its employees, agents, or independent contractors may utilize motorized vehicles to construct, maintain and repair the Klamath Ridge View Trail and firefighting crews may utilize motorized vehicles for the purpose of fire prevention and fire control.

3. **Development of the Trail.** No sign or advertisement of any kind shall be erected, displayed, placed or maintained within or upon the Easement area, except for the signs required by Section 8 below and such signs and monuments as are appropriate to delineate the Easement area and to enhance enforcement of use regulations and public enjoyment of the Easement area and to communicate cultural and scenic information to the Easement users. The parties agree that appropriate development of the Easement area may include, but not be limited to: benches and bench shelters; fencing; viewing platforms; informational and interpretive signs and monuments; garbage receptacles; bike racks; maintenance and emergency vehicle access; landscaping, including native and non-native plants, irrigation systems, trees, shrubs, grasses and groundcovers; decorative boulders; and wildlife and vegetative enhancement projects.

4. **Compliance with Laws.** The use and development of this Easement shall be subject to the Grantee's strict compliance with:

- a. The City of Klamath Falls Community Development Ordinance, all amendments thereto, and applicable zone change ordinances, orders, and decisions duly issued pursuant to the Development Ordinance.
- b. The covenants, conditions, development standards and restrictions set forth in the Declarations of Ridgewater Properties, recorded at 2006-018271 of the deed records of the Clerk of Klamath County, Oregon (the "Declaration").
- c. All other applicable laws, regulations and rules.

5. **Connection to Ridgewater Trails.** Grantor has a right, consistent with the Declaration and the development plans for Grantor's land, as approved by the Grantee and the City Planning Division and at Grantor's expense, to link the Trail Easement to other integrated pedestrian/bicycle circulation systems of Ridgewater Properties or other applicable entities.

6. **Interference with Easement.** Grantor shall not develop or improve the Easement area if such actions would materially and negatively interfere with the purposes of the Easement, and Grantor shall obtain Grantee's prior written consent to any proposed development, improvement or change in the Easement area. Development of areas adjacent to the Easement area shall not materially interfere with the purposes of this Easement. It is agreed by the parties that Grantor may install, maintain or repair utilities such as waterlines within the Easement area, provided that Grantor returns the Easement to the same or like condition that existed before the construction or repair. Grantor may also construct road and trail crossings within the easement whose location, width, and use will be solely determined by Grantor.

7. **Indemnity.** Grantee shall indemnify, defend and hold Grantor and the Grantor Parties harmless from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting from the acts or omissions of Grantee and its employees, contractors and agents in connection with this Agreement, Grantee's performance under this Agreement and/or Grantee's use of the Easement. As used herein, "Grantor Parties" shall mean Grantor and its parent companies, members, subsidiaries and affiliates, and each of their respective officers, directors, employees, agents, consultants and other representatives.

8. **Signage.** Upon execution of this agreement, Grantee shall post the following signs on or adjacent to the Easement area, the size, content, location and number of which shall be mutually agreed upon by the parties acting in good faith:

- a. Signs advising users to stay on designated trails;
- b. Signs advising users that the property they are using is private property, that they are using it with the permission of the owner, that they are using it at their own risk, and any other information/content required to permit Grantor to take advantage of the protections afforded by ORS 105.682 et seq; and
- c. Signs advising users that the property they are on is closed to the public except for the permitted use of the Trail Area for recreational purposes and that anyone violating any of the foregoing shall be considered a trespasser and shall be prosecuted pursuant

to ORS 105.700. These signs shall contain such other language as is required to comply with ORS 105.700.

9. **Successors.** This Easement shall run with the land as to all land burdened and benefited by this Easement, including any division or partition of such property. The rights, covenants, terms, conditions and obligations of this Easement shall bind, burden and /or benefit each Party's successors in interest, assigns, heirs and /or beneficiaries under a trust deed.

10. **Legal Action.** This agreement shall be construed under the laws of the State of Oregon and is enforceable in Klamath County, Oregon. If legal action is necessary by either party, with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of this Agreement will lie in Klamath County Circuit Court.

11. **Attorneys' Fees.** In the event suit or action is initiated to enforce the terms of this Easement, including, without limitation, any action in bankruptcy court, the prevailing party is entitled to recover reasonable attorney fees and all other fees, cost and expenses incurred in connection with the suit or action, including all appeals. If the court awards relief to both parties, each party will bear their own respective costs in their entirety.

12. **Headings.** Headings to sections, paragraphs, or subparagraphs are inserted for convenience of reference only and shall not affect the interpretation of this Easement.

13. **Ambiguities.** The terms of this Easement are the product of negotiations between the Parties with the advice of their own legal counsel. Therefore, the Parties agree that any rule of construction which provides that any ambiguities in the Easement be construed against the draftsman shall not apply.

Ridgewater Development, LLC

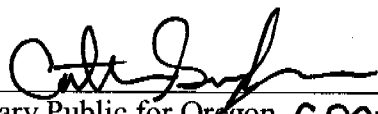
By: 
Name: Simon Hallgarten
Title: Authorized Signatory

STATE OF ~~OREGON~~ Connecticut
County of ~~Klamath~~ Fairfield) ss.

On this 24th day of May, 2011, personally appeared Simon Hallgarten, owner/representative of Ridgewater Development, LLC and being first duly sworn, did say that the instrument was executed on behalf of said entity, and acknowledged said instrument to be its voluntary act and deed.

BEFORE ME:

Catherine Smorgio
Notary Public - Connecticut
My commission expires 11/30, 2015


Notary Public for Oregon Connecticut

City of Klamath Falls

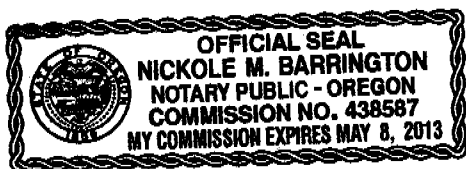
By: *[Signature]*
Rick Whitlock, City Manager

[Signature]
Attested By: Elisa D. Olson, City Recorder

STATE OF OREGON)
) ss.
County of Klamath)

On this 7th day of June, 2011, personally appeared Rick Whitlock and Elisa D. Olson, each being first duly sworn, did say they were the City Manager and City Recorder for the City of Klamath Falls and that the instrument was executed on behalf of said County, and acknowledged said instrument to be its voluntary act and deed.

BEFORE ME:



Nickole M. Barrington
Notary Public for Oregon

Exhibit "A"

LEGAL DESCRIPTION TRAIL EASEMENT

A thirty (30) foot wide multi-use trail easement over a portion of land conveyed to Running Y Resort, Inc and described in M06-07365 and 2006-015496, situated in the West ½ of Section 25 and the Northeast ¼ of Section 26, Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon. The centerline of said thirty (30) foot wide multi-use trail easement being more particularly described as follows:

Beginning at a point on the north-south center section line of said Section 25, said point being North 00°13'53" East, 1487.82 feet from the south ¼ corner of said Section 25; thence North 76°06'14" West, 145.77 feet; thence North 79°50'18" West, 112.63 feet; thence North 86°08'04" West, 130.36 feet; thence North 84°01'13" West, 165.43 feet; thence South 68°08'19" West, 113.57 feet; thence South 53°43'35" West, 121.00 feet; thence South 45°44'53" West, 169.67 feet; thence South 36°37'37" West, 87.61 feet; thence South 20°10'31" West, 160.08 feet; thence South 14°50'11" West, 69.92 feet; thence South 05°19'46" West, 58.90 feet; thence North 45°16'30" West, 79.10 feet; thence North 40°06'01" West, 222.40 feet; thence North 28°52'48" West 184.24 feet; thence North 14°02'01" West, 99.86 feet; thence North 01°36'11" East, 161.61 feet; thence North 12°07'47" West, 118.47 feet; thence North 20°14'17" West, 102.89 feet; thence North 03°47'08" West, 404.81 feet; thence North 09°30'53" West, 123.26 feet; thence North 03°41'54" East, 219.16 feet; thence North 84°14'02" West, 139.74 feet; thence North 71°20'43" West, 198.57 feet; thence South 82°01'54" West, 215.04 feet; thence North 52°43'03" West, 108.19 feet; thence North 29°05'00" West, 206.75 feet; thence North 13°34'00" West, 113.94 feet; thence North 31°49'55" West, 111.00 feet; thence North 21°28'53" West, 121.50 feet; thence North 28°57'47" West, 120.96 feet; thence North 13°54'51" West, 213.00 feet; thence North 60°24'02" West, 154.50 feet; thence North 18°18'05" West, 241.47 feet; thence North 54°55'18" West, 91.51 feet; thence North 74°04'24" West, 180.89 feet; thence South 89°21'23" West, 430.16 feet; thence North 73°13'35" West, 749.73 feet to a point, said point being 15 feet southerly of the south line of the NE1/4 NE1/4 of said Section 26; thence parallel with and 15 feet southerly of the south line of the NE1/4 NE1/4 of said Section 26, North 88°57'44" West, 60.71 feet; thence North 14°57'21" West, 160.91 feet; thence North 72°00'55" East, 46.90 feet to a point, said point being 15 feet westerly of the west line of the NE ¼ NE1/4 of said Section 26; thence parallel with and 15 feet westerly of the west line of the NE1/4 NE1/4 of said Section 26, North 01°02'16" East, 33.59 feet; thence North 45°10'15" West, 72.31 feet; thence North 78°44'08" East, 53.42 feet to a point, said point being 15 feet westerly of the west line of the NE1/4 NE1/4 of said Section 26; thence parallel with and 15 feet westerly of the west line of the NE1/4 NE1/4 of said Section 26, North 00°37'51" East, 30.10 feet; thence North 51°51'48"

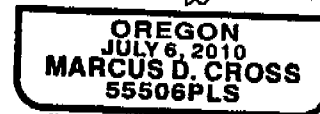
West, 130.13 feet; thence North 11°47'08" West, 218.01 feet; thence North 43°11'29" West, 146.98 feet; thence North 72°05'58" West, 132.25 feet; thence North 49°33'03" West, 180.81 feet; thence North 11°49'05" West, 142.76 feet; thence North 23°17'54" West, 160.95 feet; thence North 34°24'47" West, 176.03 feet to a point on the North line of said Section 26, said point being South 89°18'20" East, 531.52 feet from the North ¼ Corner of said Section 26, with the side lines of said easement to be extended or shortened to terminate on the north line of said Section 26 and the north-south center section line of said Section 25.

Subject to any easements, reservations, or restrictions on record or now in effect.

Basis of Bearings is per County Survey No. 7241, on file in the records of the Klamath County Surveyor's office.



Marcus D. Cross



EXPIRES: 12/31/2011