

After Recording, Send to:
Hermiston Parks & Recreation Department?
180 NE 2nd St.
Hermiston, OR 97838

Grantor: REGLA, LLC
Grantee: City of Hermiston

Until a change is requested, all tax
statements shall be sent to:
City of Hermiston
180 NE 2nd St.
Hermiston OR 97838

GRANT OF RECREATION EASEMENT

In consideration of other valuable consideration, REGLA LLC ("Grantor") conveys to the City of Hermiston ("Grantee") a nonexclusive Recreation Easement to use a strip of land across the property of Grantor, as described in Exhibit "A" for the purpose of public recreation and commonly referred to as 690 SW 9th St #2, Hermiston OR 97838 , Map No: 4N2810CC-2701; Serial No. 122787.

The terms of this easements are:

1. Grantee shall use the easement for a Recreation Easement only and includes the right of Grantee to install signs, fencing, control systems, performance and maintenance functions in connection with public, passive use of the property.
2. Persons using the property do so at their own risk and without any charge for access. The Grantor does not have a duty to inspect or maintain the property or warn of any defects or dangerous conditions. The Grantee shall inspect and maintain the property to the same level of care as a natural public park.
3. This Recreation Easement is to be recorded against the Property so as to be perpetually binding upon Grantor and their successors and assigns as Owners of the Property.
4. This Recreation Easement, together with terms applicable to the property included in any conservation easement pertaining to the Property recorded on or about the date of this Recreation Easement, is the entire agreement of Grantor and Grantee pertaining to the property and supersedes any other agreements or understandings whether or not in writing.
5. If a recreation user (person of the public) asserts a claim for bodily injury or property damage caused by an unsafe condition on the property, and the unsafe condition was not the fault of Grantor or anyone on the Property at the invitation of Grantor, then Grantee agrees to defend such claim on behalf of both Grantor and Grantee and, if such defense is not successful, to hold Grantor harmless from any judgment entered against Grantor on account of such claim.
6. The term of this easement is perpetual, but it can be terminated by either party with 180 days written notice to the other. In the event of termination, the Grantee will remove any property

modifications or improvements including irrigation and fencing to return the property to the approximate condition prior to the Recreation Easement.

IN WITNESS WHEREOF, the parties have signed and Grantor has delivered this Recreation Easement to Grantee as of the date signed by Grantee.

REGLA, LLC

CITY OF HERMISTON

By: Rod Alger
Rod Alger, Member

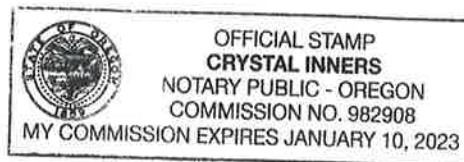
By: David Drotzmann
David Drotzmann, Mayor

State of OREGON

County of Umatilla

This record was acknowledged before me on ^{June} ~~May~~ 12, 2019, by Rod Alger as member of REGLA LLC.

Crystal Inners
Notary Public - State of Oregon



State of OREGON

County of Umatilla

This record was acknowledged before me on ^{BM} ~~May~~ ^{June} 13, 2019, by David Drotzmann as Mayor of the City of Hermiston, an Oregon municipal corporation.

Barbara A. McMahon
Notary Public - State of Oregon

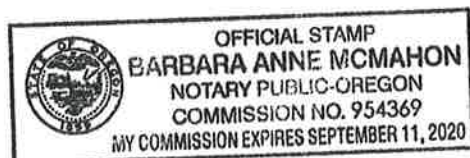


EXHIBIT A

Beginning at a point North $89^{\circ}55'15''$ West 30.00 feet and North $0^{\circ}08'38''$ East 33.00 feet from the Southeast Quarter of the Southwest Quarter of the Southwest Quarter of Section 10, Township 4 North, Range 28, East of the Willamette Meridian, in the County of Umatilla and State of Oregon; thence North $89^{\circ}55'15''$ West along the Northerly right-of-way line of Highland avenue, a distance of 290.40 feet; thence North $0^{\circ}0'98''$ East and parallel to West 9th Street, a distance of 600 feet; thence South $89^{\circ}55'15''$ East and parallel to Highland Avenue, a distance of 290.40 feet to a point on the Westerly right-of-way line of West 9th Street; thence South $0^{\circ}0'38''$ West along the said Westerly right-of-way line a distance of 600.00 feet to the point of beginning.

