

After recording return to:

Molalla River School District
Ron Stewart, Capital Projects Manager
412 S. Swiegle Avenue
PO Box 188
Molalla, Oregon 97038

RECIPROCAL ACCESS EASEMENT AGREEMENT AND MAINTENANCE AGREEMENT

THIS RECIPROCAL ACCESS EASEMENT AGREEMENT AND MAINTENANCE AGREEMENT (this “**Easement**”), is made as of _____, 2025, by and between the CITY OF MOLALLA, an Oregon municipal corporation (the “**City**”) and MOLALLA RIVER SCHOOL DISTRICT, an Oregon municipal corporation (the “**District**”). The City and the District are collectively referred to as “**Owners**,” and each individually referred to as an “**Owner**” in this Easement.

RECITALS

A. The City is the owner of real property commonly known as Fox Park located in Molalla, Clackamas County, Oregon, Assessor’s Parcel No. [] and further described in Exhibit 1 (the “**City Property**”).

B. The District is the owner of real property located in Molalla, Clackamas County, Oregon, Assessor’s Parcel No. [01098680], and further described in Exhibit 2 (the “**District Property**,” collectively, with the City Property, the “**Properties**”).

C. Immediately before entering this Easement, the City purchased the City Property from the District.

D. Prior to the sale of the City Property from the District to the City, the District accessed parking and other improvements on the District Property through the use of a driveway from E. 5th Street that is located on the southeastern portion of the City Property and across an existing parking lot located on the eastern portion of the City Property.

E. The District desires to have, and the City is willing to provide, access from 5th Street across the City Property as further described in this Easement and parking rights on that portion of the Easement Area located on the City Property. The City desires to have and the District is willing to provide access from 5th Street across the District Property as further described in this Easement and parking rights on that portion of the Easement Area located on the District Property. Both Owners further desire to have and grant to the other utility easement

rights across the Easement Area as necessary to keep, maintain and replace existing utilities serving either the District Property or the City Property.

F. The Owners wish to provide for the maintenance of the Easement Area among the Owners.

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, by the City and the District agree as follows:

1. Grant of Access Easement.

1.1 The City hereby declares and grants a nonexclusive and perpetual access and utility easement on, over, under, and across a portion of the City Property for the benefit of the District Property and for purposes of ingress and egress to and from the District Property by pedestrians and vehicles, for parking, and for utility purposes, the area of which is fully described on Exhibit A and depicted in Exhibit C (the “**City Easement Area**”). The easement rights granted in this Section are for the benefit of the District, and its officers, directors, employees, agents, contractors, permittees, and invitees (the “**Benefited Parties**”).

1.2 The District hereby declares and grants a nonexclusive and perpetual access and utility easement on, over, under and across a portion of the District Property for the benefit of the City Property and for purposes of ingress and egress to and from the City Property by pedestrians and vehicles, for parking, and for utility purposes, the area of which is fully described on Exhibit B and depicted in Exhibit C (the “**District Easement Area**” and together with the City Easement Area, the “**Easement Area**”). The easement rights granted in this Section are for the benefit of the City and its Benefited Parties, and its officers, directors, employees, agents, contractors, permittees, and invitees.

1.3 Except as otherwise provided in this Section 1.3, persons who use the Easement Area have the right to park automobiles and other passenger motor vehicles in the parking areas of the City’s Property and the District’s Property (the “**Parking Areas**”) while such persons are using the District’s Property or the City’s Property. Each of the City and the District has the right to adopt reasonable rules and regulations for parking in the portion of the Parking Areas located on such entity’s own Property, and the District shall comply with such rules and regulations adopted by the City for the City Easement Area, and the City shall comply with such rules and regulation adopted by the District for the District Easement Area.

2. Restrictions and Obligations.

2.1 The District shall:

2.1.1 Use the Easement Area in accordance with all applicable laws, ordinances, rules and regulations of all applicable governmental agencies or entities; and

2.1.2 Use the Easement Area (including, without limitation, the Parking Areas) at such time and in such a manner so as not to unreasonably interfere with the City’s use of the City Property or the Easement Area.

2.2 The City shall:

2.2.1 Use the Easement Area in accordance with all applicable laws, ordinances, rules, and regulations of all applicable governmental agencies or entities; and

2.2.2 Use the Easement Area (including, without limitation, the Parking Areas) at such time and in such a manner so as not to unreasonably interfere with the District's use of the District's Property or the Easement Area.

2.3 Each Owner shall:

2.3.1 Not construct any building, store any property, or take any other action that blocks, obstructs, or interferes with flow or passage of vehicular or pedestrian traffic throughout the Easement Area, except as is reasonably required for limited periods of time for repair, restoration, or reconstruction of the Easement Area or improvements thereto or in connection with the installation, maintenance, repair, or replacement of utilities in the Easement Area; and

2.3.2 Promptly repair, at such Owner's sole cost and expense, any damage (excluding normal wear and tear), including damage to landscaping, paving, or other improvements, caused by such Owner or its Benefited Parties, to the Easement Area or the property adjacent to the Easement Area.

3. Maintenance; Improvements; Utilities.

3.1 The City shall maintain the Easement Area in reasonably good condition and repair. The District shall, within thirty (30) days after the City's request (which shall be accompanied with reasonable evidence supporting such costs), reimburse the City for fifty percent (50%) of the costs incurred by the City in connection with the maintenance and/or repair of the Easement Area, including without limitation the costs incurred by the City in connection with striping or restriping the Parking Areas and/or with paving or repaving the Easement Area. The District shall, within thirty (30) days after the City's request (which shall be accompanied with reasonable evidence supporting such costs), reimburse the City for the entire cost of repairing any damage to the Easement Area or to any other portion of the City's Property (including, without limitation, the Parking Areas) that is caused by the negligence, intentional misconduct, or other acts of the District or its Benefited Parties in connection with the use of the Easement Area by the District or its Benefited Parties. The City shall, within thirty (30) days after the District's request (which shall be accompanied with reasonable evidence supporting such costs), reimburse the District for the entire cost of repairing any damage to any other portion of the District's Property that is caused by the negligence, intentional misconduct, or other acts of the City or its Benefited Parties in connection with the use of the Easement Area by the City or its Benefited Parties. The City shall not reduce, expand, or otherwise reconfigure the parking spaces in the District Easement Area without the District's prior written consent, which may be withheld in its sole discretion. Each Owner shall give the other Owner reasonable advance notice of any anticipated work in the Easement Area.

3.2 Maintenance of the Easement Area includes normal maintenance work to adequately permit all weather access. If the Easement Area is later resurfaced, then the

replacement of pavement in the Easement Area shall be performed using the same type of material originally installed or with a substitute material of equal or better quality and durability compared to the original surfacing material.

3.3 The right of either Owner to use the Easement Area for utilities under Section 1 of this Easement includes the right to repair, maintain and install existing and new utilities in the Easement Area at the expense of the Owner whose property is being served by the utilities in question. If the an Owner's use of the Easement Area for utilities damages any other improvements in the Easement Area or on the other Owner's Property, the Owner causing the damage shall be solely responsible for the expense of repairing those improvements to at least as good of a condition that existed prior to such damage. Each Owner shall give the other Owner reasonable advance notice of any anticipated work in the Easement Area relating to utilities. The Owners will work in good faith not to schedule utility work in the Easement Area on dates when the other Owner anticipates high levels of traffic or significant use of that Owner's Property. The City shall be solely responsible for the cost of all ordinary maintenance performed on utilities and associated improvements in the Easement Area that service the City Property exclusively. The District shall be solely responsible for the cost of all ordinary maintenance performed on utilities and associated improvements in the Easement Area that service the District Property exclusively.

4. Modification and Amendment. No amendment, modification, or termination of this Easement shall be effective until the written instrument setting forth its terms has been executed and acknowledged by all of the Owners.

5. Cross Indemnity.

5.1 Subject to the limitation of liability set forth in the Oregon Tort Claims Act and the Oregon Constitution, the District agrees to indemnify, defend, and hold harmless the City and the City's Benefited Parties from and against all liabilities, damages, claims, costs, losses, obligations, actions, suits, judgments, demands, fines, and expenses whatsoever, including reasonable attorney's fees and court costs, arising out of or in any way related to (a) use of the Easement Area by the District or any of the District's Benefited Parties, or (b) the acts or omissions of the District or any of the District's Benefited Parties related to the Easement Area.

5.2 Subject to the limitation of liability set forth in the Oregon Tort Claims Act and the Oregon Constitution, the City agrees to indemnify, defend, and hold harmless the District from and against all liabilities, damages, claims, costs, losses, obligations, actions, suits, judgments, demands, fines, and expenses whatsoever, including reasonable attorney's fees and court costs, arising out of or in any way related to (a) the use of the Easement Area by the City or any of the City's Benefited Parties or (b) the acts or omissions of the City or any of the City's Benefited Parties related to the Easement Area.

6. Perpetual Effect of Easement. The easements, benefits, burdens, obligations, and restrictions created in this Easement shall create covenants, benefits, and servitudes upon the City Property and the District Property as set forth herein, and they shall run with the land and bind and inure to the benefit of the District and the City as well as each Owner's respective

successors and assigns. There are no third-party beneficiaries to this Easement and only the Owners, and each of their successors and assigns, may enforce the terms of this Easement.

7. Specific Performance; Injunctive Relief. In the event either Owner shall fail to perform any of its obligations under this Easement, the other Owner shall be entitled to require such performance by suit for specific performance or, where appropriate, through injunctive relief. Such remedies shall be in addition to any other remedies afforded under Oregon law and under this Easement.

8. Severability. If any term or provision of this Easement is found invalid or unenforceable, the remainder of this Easement will be valid and be enforced to the fullest extent permitted by law.

9. Notices. Any notice required under this Easement must be in writing and may be given to the other Owner by certified or registered mail, email, hand delivery or by overnight courier and shall be deemed to be received: (a) if given by certified or registered mail, three (3) days after being deposited in the United States mail, postage prepaid, certified mail, return receipt requested; or (b) if given by hand delivery, when delivered to the address in question; or (c) if given by an overnight courier or delivery service, the next business day following deposit with such courier. Notices shall be sent to the Owners at the addresses indicated below. Each Owner shall have the right to change its address by giving five (5) days' written notice to the other Owner.

The City: Dan Huff, City Manager
 City of Molalla
 117 N. Molalla Avenue
 Molalla, Oregon 97038

The District: Molalla River School District
 Attn: Ron Stewart, Capital Projects Manager
 412 S. Swiegle Avenue
 PO Box 188
 Molalla, Oregon 97038

10. Governing Law. This Easement shall be governed by and construed in accordance with the laws of the state of Oregon.

11. Entire Agreement. This Easement is the final and complete expression of the rights between the Owners regarding this Easement and supersedes all prior agreements regarding easements between the Owners.

12. Attorney's Fees. In the event that any party brings an action to enforce its rights hereunder, including, but not limited to, at trial, on any appeal, or while enforcing its rights in any bankruptcy proceeding, the prevailing party in such action shall be entitled to receive all costs and reasonable attorney's fees in addition to any damages to which it is due by reason of such action.

13. Recording. This Easement may be recorded by any party in the real property records of Clackamas County, Oregon.

[Signatures on following pages]

IN WITNESS WHEREOF, the Owners hereto have entered into this Easement as of the day and year first above written.

The City:

CITY OF MOLALLA,
an Oregon municipal corporation

By: _____
Name: _____
Its: _____

ACKNOWLEDGEMENT

STATE OF OREGON)
) SS
COUNTY OF CLACKAMAS)

This instrument was acknowledged before me on _____, 2025, by _____, as the _____ of the City of Molalla, an Oregon municipal corporation, on its behalf.

Notary Public for the State of Oregon
My Commission Expires: _____

IN WITNESS WHEREOF, the Owners hereto have entered into this Easement as of the day and year first above written.

DISTRICT:

MOLALLA RIVER SCHOOL DISTRICT

By: _____

Name: _____

Its: _____

ACKNOWLEDGEMENT

STATE OF OREGON)
) SS
COUNTY OF CLACKAMAS)

This instrument was acknowledged before me on _____, 2025, by _____, as the _____ of Molalla River School District, an Oregon municipal corporation, on its behalf.

Notary Public for the State of Oregon
My Commission Expires: _____

EXHIBIT 1
City Property Legal Description

[to be inserted]

EXHIBIT 2
District Property Legal Description

[to be inserted]

EXHIBIT A
Description of the City Easement Area

[to be inserted]

EXHIBIT B
Description of the District Easement Area

[to be inserted]

EXHIBIT C
Depiction of the Easement Area

[to be inserted]