VENETA oregon Inc.1962

November 6, 2026

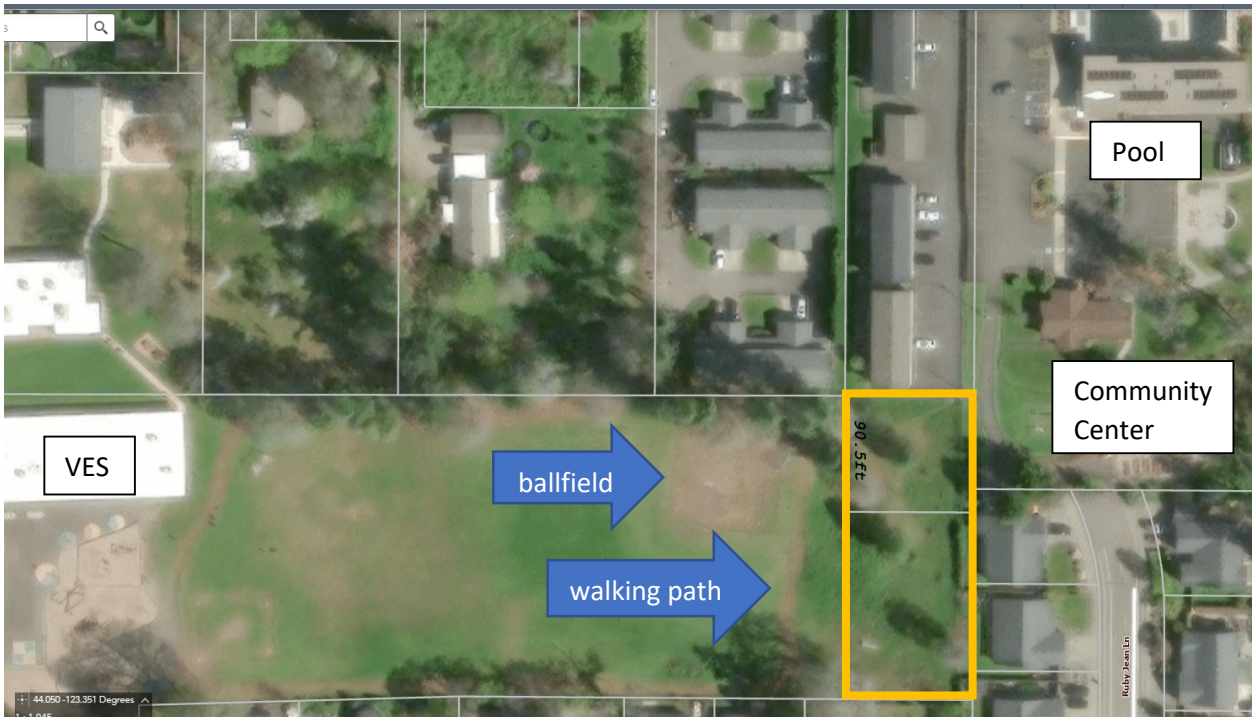
Chair Grover, Vice-Chair Pizzola, Member McCann, Member Gent, Member Kirkpatrick
Fern Ridge School District School Board
Attn: Gary Carpenter, School Superintendent
88834 Territorial Rd.
Elmira, Oregon 97437

Re: Proposal for an Easement on the Western Portion of Veneta Elementary School Grounds for a Public Parking Lot

Chair Grover, Members of the Fern Ridge School Board,

On behalf of the City of Veneta, I am writing to propose a joint School District / City project to develop an approximately 0.50 acre parking lot at the west end of the Veneta Elementary property where it abuts the City Park and the Veneta Community Pool facilities. This new parking lot would provide overflow parking for park uses as well as convenient parking for access to the Veneta Elementary ballfield.

The District owns two lots affected by this proposal: a 0.33 acre lot to the south, and approximately 0.20 acres of the larger 5.42 acre lot where Veneta Elementary is sited. The aerial image below shows the proposed easement acreage in orange.



The partnership would consist of:

- the District providing:
  - the easement, and
  - access and use;
- the City:
  - replacing the existing person-gate with a lockable 36-inch wide maintenance-gate until the parking lot is developed; and
  - developing the gravel parking lot including a new 6-foot galvanized chain-link fence with a lockable access gate to separate school grounds from the parking area; and
  - maintaining the parking lot and related areas; and
  - subject to funding, paving the parking lot in future years.

The easement would be a perpetual easement, but subject to mutual review with notice every fifteen years. The District and City would limit liability to each party to the extent allowed under Oregon law with the knowledge that recreational use immunity is an affirmative defense for open and public access to the parking lot area.

I appreciate the collaborative conversations with Superintendent Carpenter and Director of Facilities / Maintenance Dan Prutzman to develop this proposal. If the Board would like to see changes to the proposed easement language, I am happy to discuss those and bring them to the City Council for their direction.

I look forward to presenting this proposal to the Board at its Monday, November 16th meeting. If there are questions about the proposal that I can answer in advance, please contact me at mmichel@venetaoregon.gov or 541-935-2018 at your convenience.

Take care,

Matt

Matt Michel
City Administrator

ATTACHMENT:
1. Access and Parking Area Easement

After recording return to:
City of Veneta
ATTN: City Recorder
88184 8th Street
Veneta, Oregon 97487

Grantor:
Fern Ridge School District
88834 Territorial Road
Elmira, OR 97437

Grantee:
City of Veneta
ATTN: City Recorder
88184 8th Street
Veneta, Oregon 97487

DRAFT

ACCESS AND PARKING AREA EASEMENT

This Access and Parking Area Easement ("Easement") is hereby entered into this ___ day of _____, 2026 (the "Effective Date"), by and between the Fern Ridge School District, a school district formed under ORS Chapter 332 ("Grantor" or "District"), and City of Veneta, a municipal corporation of the state of Oregon ("Grantee" or "City"), (individually, each a "Party" and collectively, the "Parties").

RECITALS

A. District owns certain real properties in Lane County, Oregon, generally located at 88131 Territorial Rd., Veneta, Oregon 97487 (Tax Lot Nos. 1705312302800 and 1705312302001) ("Properties").

B. District operates Veneta Elementary School at the Properties.

C. The City operates public pool and community center facilities ("Facilities") on land adjacent to the Properties. The City occasionally has overflow parking needs for public use of the Facilities, and intends to upgrade its Facilities in the future, which will require additional parking area for the Facilities.

D. The City is interested in using a portion of the Properties, approximately 0.5 acres, as more particularly described and depicted on the attached Exhibits A and B, respectively, incorporated herein by this reference, for overflow parking for its Facilities. The area identified in Exhibits A and B are referenced as the "Parking Area."

E. The City desires to improve the Parking Area with gravel parking spaces, and in future years, subject to funding, a fully paved area.

F. The District desires to share use of the Parking Area, once improved with gravel parking spaces.

G. The District agrees to permit the City's access and use of the Parking Area for parking purposes, subject to the terms and conditions of this Easement.

H. The Parties desire to memorialize the terms and conditions of access and parking over and across the Properties.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, it is agreed as follows:

AGREEMENT

1. Recitals. The recitals as set forth above are expressly incorporated herein by this reference.

2. Grant of Access Easement.

2.1 Grantor hereby grants to Grantee a non-exclusive, perpetual easement for pedestrian and vehicular access on, over, and across the area described and depicted in Exhibits A and B, respectively ("Parking Area"), for the purposes of ingress and egress to the Parking Area and use of the Parking Area for the parking purposes, as provided further herein.

2.2 The access easement granted herein shall further authorize Grantee necessary pedestrian and vehicular access on, over, and across the Parking Area for the purposes of Improvement Work, as provided further herein.

3. Grant of Parking Easement. Grantor hereby grants to Grantee a non-exclusive, perpetual easement for vehicular parking on, over, across the Parking Area, as depicted in the attached Exhibit B.

4. Scope of Access; Shared Use. The Parties agree and acknowledge that Grantee's right to ingress and egress, including pedestrian and vehicular access, over, on, and across the Parking Area, and Grantee's right to parking, is subject to the following terms and conditions of use.

4.1 The Parking Area shall be shared between the Parties, and open to the public except from dusk to dawn.

4.2 At no time shall Grantor limit or obstruct Grantee's, or Grantee's agents, contractors, guests, or members of the public, from having access to the Parking Area (e.g., prohibiting access by use of fences or gates).

4.3 Grantee shall not access or use the Parking Area for any purposes not particularly identified or authorized by this Easement.

5. Prohibited Uses of Easement Area. Neither Party shall plant any tree, shrub, or plant within the Parking Area, nor construct cuts or fills in the Parking Area, without the prior written consent of the other Party. All approved construction activities and improvements in the Parking Area must comply with applicable federal, state, and local laws and regulations.

6. Improvements.

6.1 In exchange for the easement rights granted herein, Grantee agrees to perform certain improvements to the Parking Area. These improvements include laying down gravel for parking spaces and installation of a fence, dividing the Parking Area, as depicted on Exhibit B, from the rest of the Grantor's Properties ("Improvement Work").

6.2 The access and parking rights granted in Section 2 herein shall extend to Grantee's Improvement Work.

6.3 Grantor is not obligated to share in any cost of said construction, upgrade, or improvement of the Parking Area.

6.4 The fence the grantee installs will be of the 6 foot-galvanized chain-link variety with a controlled person-gate access point. It will be installed for the full length of the Western boundary as shown in Exhibit B.

6.5 The grantee will install a 36" standard chain link gate at the Northwest corner of the leased area for maintenance access until the parking lot is developed. The Grantor will provide and maintain control of the padlock on this gate.

7. Maintenance of Parking Area. Grantee shall be responsible for the cost and expense of general maintenance, landscaping, upkeep and repair of the Parking Area. The Parking Area shall be maintained in good order and repaired, as necessary, by Grantee over the term of this Easement. Following the Improvement Work, Grantor shall not be responsible for any maintenance or repair costs of the Parking Area.

8. Binding. The rights, restrictions, benefits, and obligations provided in this Easement shall run with the land and be binding upon and inure to the benefit of the Parties' respective heirs, executors, administrators, successors, and assigns.

9. Term. This Easement shall remain in full force and effect in perpetuity, subject to joint and mutual review with no less than ninety days' notice every fifteen years from recording date, unless earlier terminated by the Parties.

10. Indemnification.

10.1 To the extent permitted by the Oregon Tort Claims Act, Grantor shall assume any and all responsibility and liability for its own acts, or acts of its employees, agents, contractors, or guests ("Grantor Parties"), on the Properties. Grantor shall defend, indemnify, and hold Grantee and Grantee's officers, employees, and agents harmless from and against any and all claims (including third party claims for damages), demands, liabilities, torts, judgments, awards, fines, liens, losses, damages, and expenses of any kind, including attorneys' fees at trial or on appeal, to the extent arising either directly or indirectly from and to the extent of, any act, error, omission, tort, or negligence of Grantor or Grantor Parties, in their use of the Parking Area.

10.2 To the extent permitted by the Oregon Tort Claims Act, Grantee shall assume any and all responsibility and liability for its own acts, or acts of its employees, agents, contractors, or guests ("Grantee Parties"), on the Properties. Grantee shall defend, indemnify, and hold Grantor and Grantor's officers, employees, and agents harmless from and against any and all claims (including third party claims for damages), demands, liabilities, torts, judgments, awards, fines, liens, losses, damages, and expenses of any kind, including attorneys' fees at trial or on appeal, to the extent arising either directly or indirectly from and to the extent of, any act, error, omission, tort, or negligence of Grantee or Grantee Parties, in their use of the Parking Area.

11. Notice. All notices or other communications required or permitted hereunder shall be in writing, and shall be considered properly given if (a) mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, effective three (3) business days after deposit with mail service; (b) by delivering same in person to the intended addressee, effective upon receipt; or (c) by electronic mail at the electronic mail address commonly used by the recipient in the conduct of communications between the parties, effective upon date the message was sent by sender.

12. Severability. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions contained herein and any present or future statute, law, ordinance, or regulation, the latter shall prevail; provided that the provision of this Easement which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

13. Amendment. No amendment, change, or modification to this Easement shall be valid, unless in writing and signed, as applicable, by the Parties.

14. Recording. The fully executed original of this Easement shall be duly recorded in the property records of Lane County, Oregon.

15. Governing Law. This Easement shall be governed by and constructed in accordance with the laws of the State of Oregon.

16. Authority. Each signatory certifies that it has all necessary authority to execute and perform this Easement.

DATED this ___ day of _____, 2026.

Grantor: _____
[Name], District [Title]

State of Oregon)
) ss.
County of Lane)

This instrument was acknowledged before me on this the _____ day of _____ _____, 2026, by _____.

_____
Notary Public
My Commission expires: _____

DATED this ___ day of _____, 2026

Grantee: _____
Matt Michel, City Administrator

State of Oregon)
) ss.
County of Lane)

This instrument was acknowledged before me on this the _____ day of _____ _____, 2026, by Matt Michel as City Administrator of City of Veneta.

_____
Notary Public
My Commission expires: _____

DRAFT

ACCEPTANCE OF CONVEYANCE

Pursuant to ORS 93.808, the City of Veneta hereby accepts and approves conveyance by the Grantor of the easement interest described on the foregoing Access and Parking Area Easement, dated _____, 2026.

GRANTEE:
City of Veneta

By: _____
City Administrator

_____ Date

DRAFT

EXHIBIT A

LEGAL DESCRIPTION – ACCESS EASEMENT

A TRACT OF LAND LOCATED IN THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 31, TOWNSHIP 17 SOUTH, RANGE 5 WEST OF THE WILLAMETTE MERIDIAN, LANE COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST ONE-QUARTER CORNER OF SAID SECTION 31; THENCE SOUTH 89°20'00" EAST 990.00 FEET ALONG THE CENTERLINE OF COUNTY ROAD NO. 408; THENCE NORTH 00°19'00" EAST 211.04 FEET TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN THAT STATUTORY WARRANTY DEED RECORDED JULY 22, 1977, IN REEL 859, AS INSTRUMENT NO. 51026, LANE COUNTY OREGON DEED RECORDS, BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH 00°28'56" EAST 238.35 FEET TO THE SOUTH LINE OF THE LANDS DESCRIBED IN THAT WARRANTY DEED RECORDED OCTOBER 4, 1967, IN REEL 364, AS INSTRUMENT NO. 00503, LANE COUNTY OREGON DEED RECORDS;

THENCE ALONG SAID SOUTH LINE, SOUTH 89°34'33" EAST 98.50 FEET TO THE EAST LINE OF THE LANDS DESCRIBED IN THAT WARRANTY DEED RECORDED OCTOBER 28, 1963, AS RECEPTION NO. 30732, LANE COUNTY OREGON DEED RECORDS;

THENCE ALONG SAID EAST LINE, SOUTH 00°28'56" WEST 93.82 FEET TO THE NORTHEAST CORNER OF THE LANDS DESCRIBED IN THAT STATUTORY WARRANTY DEED RECORDED JULY 22, 1977, IN REEL 859, AS INSTRUMENT NO. 51026, LANE COUNTY OREGON DEED RECORDS;

THENCE ALONG THE EAST LINE OF SAID LANDS, SOUTH 00°28'56" WEST 145.18 FEET TO THE SOUTHEAST CORNER THEREOF;

THENCE NORTH 89°11'44" WEST 98.50 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

CONTAINING 0.54 ACRES, MORE OR LESS.



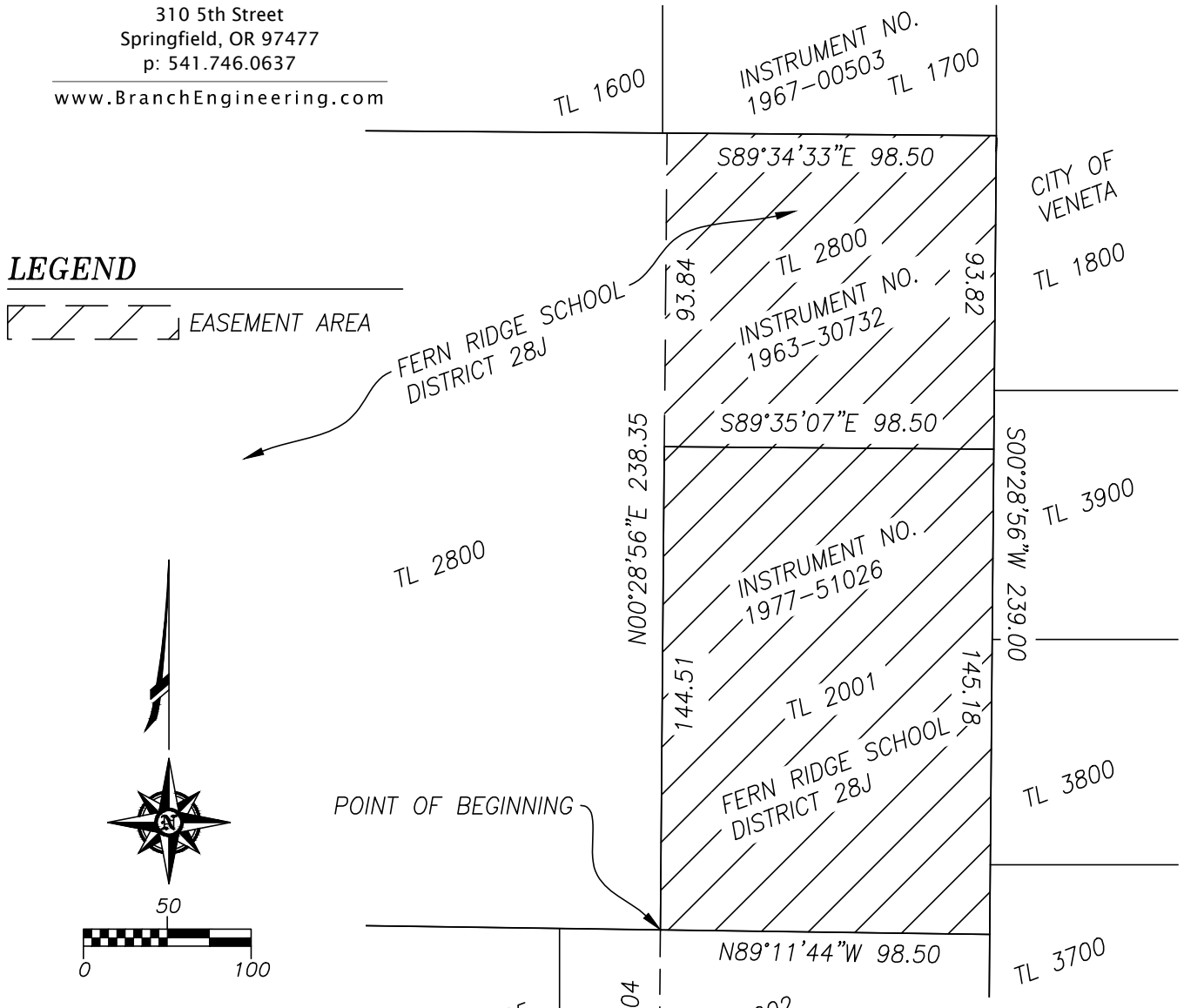
Branch ENGINEERING Inc
Since 1977

310 5th Street
Springfield, OR 97477
p: 541.746.0637

www.BranchEngineering.com

EXHIBIT B

ACCESS EASEMENT
CITY OF VENETA
SEP. 3, 2026
SCALE: 1"= 50'
TM: 17-05-31-23
TL: 2800 & 2001



LEGEND

EASEMENT AREA

50
0 100

REGISTERED
PROFESSIONAL
LAND SURVEYOR

DIGITALLY SIGNED

OREGON
JULY 11, 2023
TUCKER HINES
101987PLS

EXPIRES: June 30, 2027

PROJECT No. 26-006c

Z:\2026\26-006c Veneta School District Survey & Easement\Survey\Easement\26-006c_V_EASEMENT.dwg 9/3/2026 10:57 AM MATTHEWB