

AFTER RECORDING RETURN TO:
CITY OF REDMOND
411 SW 9th ST
REDMOND, OR 97756

EASEMENT AGREEMENT

1. PARTIES:

DESCHUTES COUNTY, a Political Subdivision of the State of Oregon, P.O. Box 6005, Bend, OR, 97708, hereinafter referred to as “Grantor”.

CITY OF REDMOND, an Oregon Municipal Corporation, 411 SW 9th Street, Redmond, OR, 97756, hereinafter referred to as “Grantee”.

2. AFFECTED PROPERTY:

Grantor is currently the owner of the following described real property (property) located in Deschutes County, Oregon:

As shown on the attached legal description of property in EXHIBIT “A”, incorporated herein.

3. GRANT OF EASEMENT:

Grantor does hereby grant unto the Grantee, its successors and assigns, and Grantee hereby accepts, a Public Utility Easement (PUE) for a portion of Grantor’s property as shown in the map attached as EXHIBIT “B” and more fully described in the attached EXHIBIT “C”, which are incorporated herein.

4. STATEMENT OF PURPOSE:

The easement described above shall be used to construct and maintain public utilities (utilities) including but not limited to City water, sewer and storm drainage utilities and gas, electrical, phone and communications services and for unrestricted ingress and egress to Grantor’s property for the purpose of installing, repairing, testing, maintaining, and replacing the utilities and related facilities.

5. TYPE OF EASEMENT:

The easement (PUE) described above shall be non-exclusive except that Grantee and utilities shall have the exclusive right to construct, install, maintain and operate the utilities, their equipment and all related facilities above and below ground within the PUE including the right of access to such facilities and the right to require the removal of any obstructions including trees and vegetation that may be placed within the PUE at Grantor’s expense. Grantor may use the surface of the PUE provided such use does not interfere with Grantee’s rights contained in this easement. Grantor shall not permit any other use or utilities to be located in the PUE without the written consent of Grantee. Approved uses within the PUE shall consist of, but are not limited to, landscaping, paved driveway or parking areas, trails, paths, sidewalks or other uses that will not affect the ability of the City or utilities to access the PUE. Prohibited uses shall consist of, but are not limited to, permanent structures, buildings including porches and roof eaves or components and appurtenances thereof, or any other horizontal or vertical encroachment, obstruction, excavation or alteration of the PUE. The PUE shall perpetually encumber the property.

6. MAINTENANCE:

Grantee and utilities shall be responsible for the maintenance of the utilities and related facilities located within the PUE. Grantor shall be responsible for landscape and surface maintenance within the easement. Grantee’s use of the easement shall not unreasonably interfere with Grantor’s use of its property.

7. INDEMNIFICATION:

The Grantee does hereby agree to defend, hold harmless, and indemnify Grantor, its successors and assigns, from any claim of liability or any other claim involving the utilities, or arising out of the Grantee's use of the easement described above, unless caused by Grantor's negligent or willful conduct or Grantor's failure to fulfill its maintenance obligations as set forth in Paragraph 6 above.

8. LIENS:

The Grantee shall ensure that any work performed does not cause a construction lien to be filed against Grantor's Property. Grantee will defend, indemnify and hold harmless Grantor from any such claim of construction lien or other claims, suits, actions, losses, damages, liabilities, costs, expenses of any nature on Grantor's property by third parties arising from Grantee's work and ongoing operation and maintenance obligations as set forth in Paragraph 4 and Paragraph 6 above.

9. REMEDIES:

In addition to all other remedies allowed by law, the parties, their successors and assigns, shall have the right to seek injunctive relief for the enforcement of the terms and conditions of this agreement.

10. BINDING EFFECT ON SUCCESSOR INTERESTS:

The terms, conditions and provisions of this agreement shall extend to, be binding upon and inure to the benefit of the heirs, personal representatives and assigns of the parties.

11. ATTORNEY FEE:

If this Agreement is placed in the hands of an attorney for enforcement, or referred to arbitration, or if any action or suit is instituted to enforce any of the terms of this Agreement, the respective parties shall be responsible for its own attorney fees.

[SIGNATURE PAGES FOLLOW]

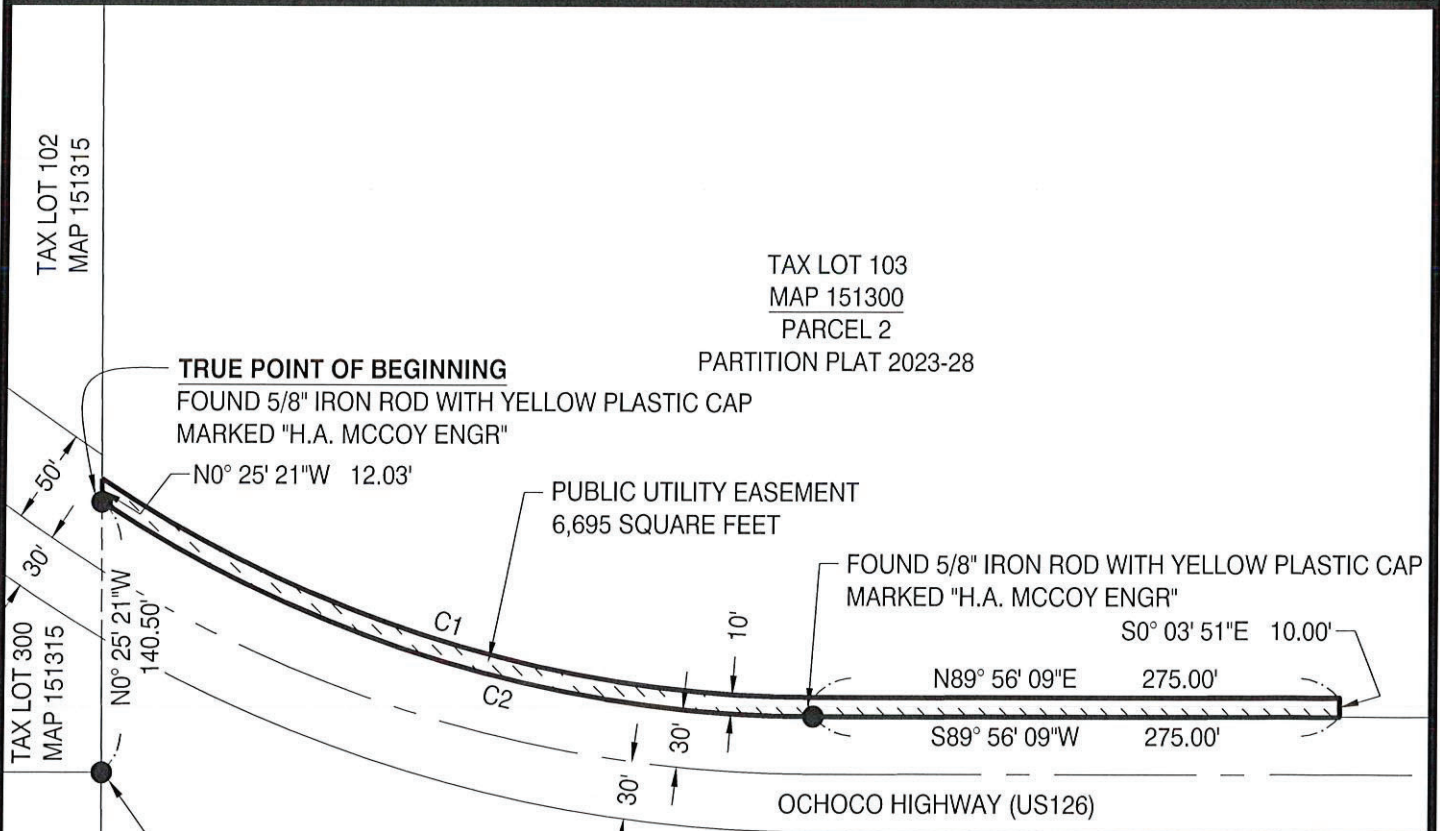
Exhibit A

Parcel 2 of Partition Plat 2023-28, located in Sections 2, 11, and 14, Township 15 South, Range 13 East, Willamette Meridian, City of Redmond, Deschutes County, Oregon.



EXHIBIT B

10 FOOT WIDE PUBLIC UTILITY EASEMENT
 A PORTION OF PARCEL 2, PARTITION PLAT 2023-28,
 LOCATED IN THE SOUTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF
 SECTION 14, TOWNSHIP 15 SOUTH, RANGE 13 EAST, WILLAMETTE MERIDIAN,
 CITY OF REDMOND, DESCHUTES COUNTY, OREGON.



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
C1	672.20'	394.98'	33°39'59"	S73° 13' 51"E	389.32'
C2	682.20'	394.13'	33°06'05"	N73° 30' 49"W	388.67'

H.A. M^cCOY
ENGINEERING & SURVEYING LLC

1180 SW LAKE ROAD SUITE 201
 REDMOND, OR 97756
 (541) 923-7554

SCALE: 1" = 100'
 FOR 8.5"x11" SHEETS

1-8-2024
 REGISTERED
**PROFESSIONAL
 LAND SURVEYOR**

Jason L. Simes
 OREGON
 NOVEMBER 10, 2009
JASON L. SIMES
 83256PLS
 EXPIRES 6/30/24

PROJECT: OASIS VILLAGE
 DRAWN BY: JJW DATE: 01/08/2024 PAGE 1 OF 1 PROJECT#: 21-231

Exhibit C

Public Utility Easement

A portion of Parcel 2 of Partition Plat 2023-28, located in the Southwest One-Quarter of the Southwest One-Quarter of Section 14, Township 15 South, Range 13 East, Willamette Meridian, City of Redmond, Deschutes County, Oregon, being more particularly described as follows:

BEGINNING at a 5/8" iron rod with a yellow plastic cap marked "H.A. MCCOY ENGR" at the Southwest corner of said Parcel 2; Thence along the West line of said Parcel 2 North 0°25'21" West 12.03 feet; Thence along a nontangential curve to the left with a radius of 672.20 feet, a length of 394.98 feet, a central angle of 33°39'59", and a chord that bears South 73°13'51" East 389.32 feet; Thence North 89°56'09" East 275.00 feet; Thence South 0°03'51" East 10.00 feet to the North right of way line of the Ochoco Highway; Thence along said North right of way line of the Ochoco Highway the following courses: South 89°56'09" West 275.00 feet; on a curve to the right with a radius of 682.20 feet, a length of 394.13 feet, a central angle of 33°06'05", and a chord that bears North 73°30'49" West 388.67 feet to the **TRUE POINT OF BEGINNING**.

The Basis of Bearings is North 0°25'51" West along the West line of Section 14.

The above described land contains 6,695 square feet, more or less.

