

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 Sewer Sampling Manhole Access Easement 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 for unrestricted ingress and egress to Grantor’s property for the purpose of accessing the sewer service sampling manhole or cleanout for monitoring, sampling and testing wastewater discharge. The easement also permits the use of parking areas on Grantor’s property by City vehicles to facilitate sampling manhole access.

5. TYPE OF EASEMENT:

The easement described above shall be non-exclusive. Grantor shall not locate any structures within the easement. Grantor may use the surface of the easement provided such use does not interfere with Grantee’s rights contained in this easement. Grantor shall not permit any other utilities to be located in the easement without the written consent of Grantee. The easement shall perpetually encumber the property.

6. MAINTENANCE:

Grantor shall be responsible for the maintenance of sewer equipment and facilities located within the easement. 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 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.

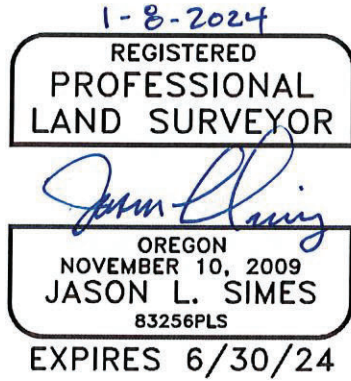
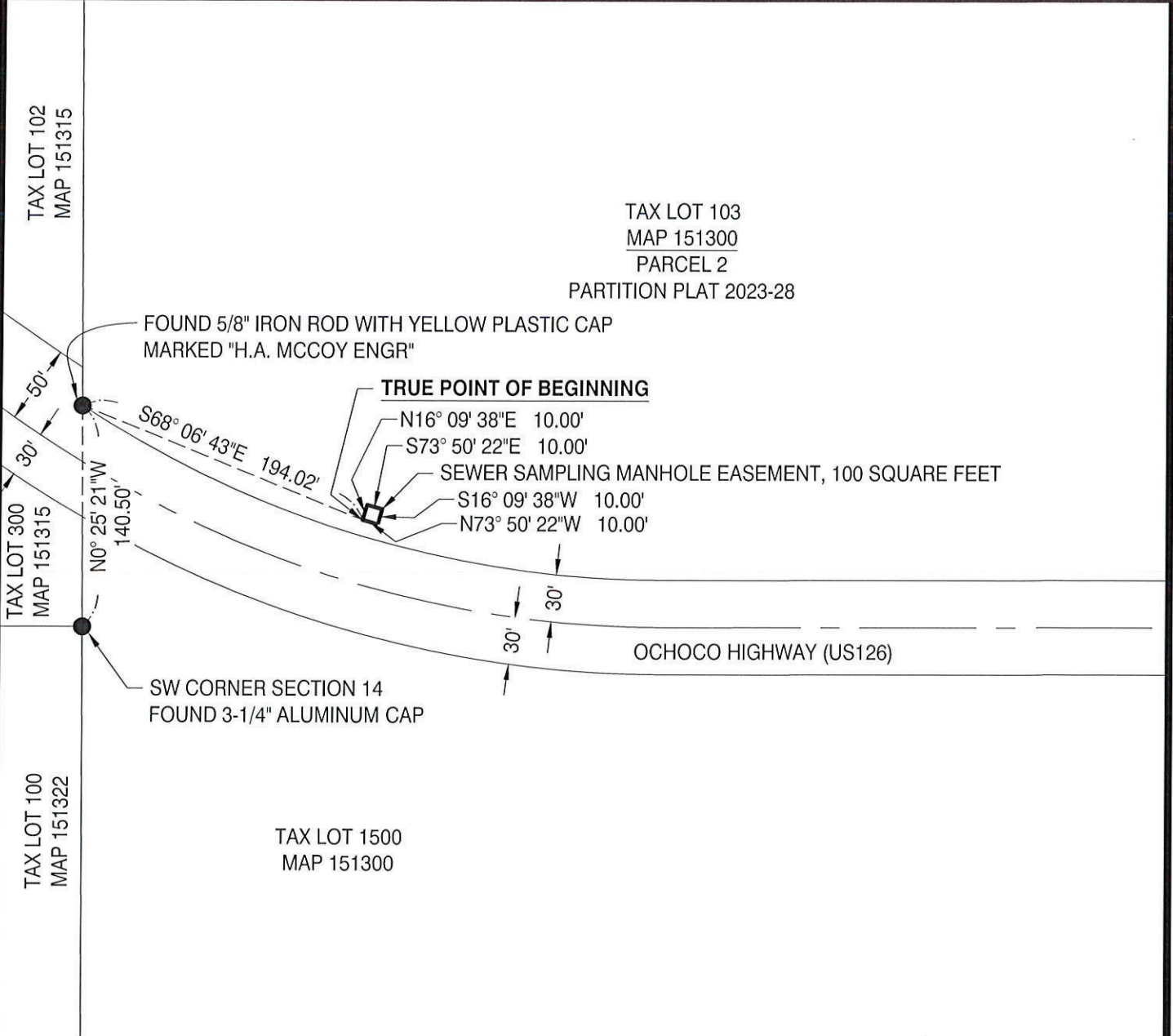


EXHIBIT B

SEWER SAMPLING MANHOLE 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.



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**

 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

Sewer Sampling Manhole 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:

Commencing 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 South 68°06'43" East 194.02 feet to the **TRUE POINT OF BEGINNING**; Thence North 16°09'38" East 10.00 feet; Thence South 73°50'22" East 10.00 feet; Thence South 16°09'38" West 10.00 feet; Thence North 73°50'22" West 10.00 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 100 square feet, more or less.

