

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

EASEMENT AGREEMENT

1. PARTIES:

Name (required) _____ ,

Address (required) _____ , 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 Access and Utility 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 used as public access (access) and 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, and for public vehicular and pedestrian use of the access.

5. TYPE OF EASEMENT:

The easement 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 easement 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 easement at Grantor's expense. The public shall have the right of access to the easement area for vehicular and pedestrian use. Drive aisles, vehicle paths, sidewalks, paths and walkways within the easement area shall be open to the public and remain clear of debris or any other obstruction. Grantor shall not permit any other use or utilities to be located in the easement without the written consent of Grantee. Grantor may use the surface of the easement provided such use does not interfere with Grantee's rights contained in this easement. Approved uses within the easement shall consist of, but are not limited to, landscaping, paved driveway or vehicle stacking areas, paths, sidewalks or other uses that will not affect the ability of the public, City or utilities to access the easement. Prohibited uses shall consist of, but are not limited to, permanent structures, buildings, or any other obstruction, excavation or alteration of the easement. The easement shall perpetually encumber the property.

6. MAINTENANCE:

Grantor shall be responsible for paved access, surface and landscape maintenance within the easement. All paved surfaces, sidewalks, paths and pedestrian walkways within the easement shall be maintained in good working condition by Grantor. Grantee and utilities shall be responsible for the maintenance of the utilities and related facilities located within the easement. Grantee's use of the easement shall not unreasonably interfere with Grantor's use of its property.

7. INDEMNIFICATION:

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

9. 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.

10. ATTORNEY FEE:

In case suit or action is instituted in connection with this agreement, the prevailing party shall be entitled to recover from the losing party such sums as the court may adjudge reasonable as attorney fees and costs in such suit or action, or upon appeal.

DATED this _____ day of _____, 20____.

GRANTOR:

GRANTEE:

By: _____

By: _____

City Manager
CITY OF REDMOND

STATE OF _____)
) ss.
County of _____)

Personally appeared before me this _____ day of _____, 20_____,
_____, _____ for _____, and
acknowledged the foregoing instrument to be his/her and _____'s voluntary
act and deed.

By: _____
Notary Public for _____
My Commission expires: _____

STATE OF OREGON)
) ss.
County of Deschutes)

Personally appeared before me this _____ day of _____, 20_____,
_____, City Manager for the CITY OF REDMOND and acknowledged the
foregoing instrument to be his/her and the CITY OF REDMOND's voluntary act and deed, and accepted the
easement on behalf of the CITY OF REDMOND.

By: _____
Notary Public for Oregon
My Commission Expires: _____