

## EASEMENT AGREEMENT

**1. PARTIES:**

Name (required) \_\_\_\_\_ ,

Address (required) \_\_\_\_\_ , hereinafter referred to as "Grantor".

CITY OF REDMOND, an Oregon Municipal Corporation, 411 SW 9<sup>th</sup> 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 Art 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 for the placement of public artwork (art) and for unrestricted ingress and egress to Grantor's property for the purpose of installing, maintaining, operating, and exhibiting the art and related facilities or structures. The public artwork and its location shall be as approved by the Redmond Commission for Art in Public Places (RCAPP) and City of Redmond Public Works Department or as otherwise authorized by the Redmond City Council.

**5. TYPE OF EASEMENT:**

The easement described above shall be non-exclusive except that Grantee shall have the exclusive right to construct, install, operate, maintain, and exhibit public artwork and related facilities or structures within the easement. Grantor shall not excavate, alter, or locate any structures or buildings 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 use or utilities to be located in the easement without the written consent of Grantee. The easement shall perpetually encumber the property.

**6. MAINTENANCE:**

Grantee shall be responsible for maintenance of the art 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 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 art, or arising out of the Grantee's use of the easement described above, unless caused by Grantee's negligent conduct or 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: