

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 Sewer 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 for sewer pump station utilities (utilities) and for unrestricted ingress and egress to Grantor's property for the purpose of installing, repairing, testing, maintaining, and replacing the utilities.

5. TYPE OF EASEMENT:

The easement described above shall be for the exclusive right of the Grantee to construct, install, maintain and operate the sewer pump station, sewer lines and all related facilities within the easement. Grantor shall not be permitted to locate any structures within the easement, use the surface of the easement or interfere with the operation of the sewer pump station facilities in any way. 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:

Grantee shall be responsible for the maintenance of sewer equipment and facilities located within the easement. Grantee shall also be responsible for landscape and surface maintenance within the fenced perimeter of the pump station. Grantor shall be responsible for landscape and surface maintenance outside the fenced perimeter of the pump station. 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 sewer pump station and 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.

