

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 Storm Drainage 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 storm drainage 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 non-exclusive except that Grantee shall have the exclusive right to construct, install, maintain, operate and access the storm drain lines, drainage utilities, and all related facilities 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. Easement shall remain unobstructed and shall be free of permanent structures. Prohibited uses shall consist of, but are not limited to, buildings, structures, or excavation. 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 storm drainage 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 involving the storm drainage 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.

