

## 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 Water 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 water 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 and operate the water lines and all related facilities within the easement. 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:

Grantee shall be responsible for the maintenance of water 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 a failure of the water utilities located in the easement area, 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.

