Print Form

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 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 the water equipment and facilities located within the easement. Grantor shall be responsible for landscape and surface maintenance within the easement. Grantor shall also be responsible for restoring any asphalt, landscaping, or other surface improvements that may be removed or damaged during Grantee's use of the easement. Furthermore, the parties understand that landscaping and/or other site improvements may be damaged during Grantee's testing of fire hydrants and related facilities and that Grantor will be responsible for repairing that damage. 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.

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:

By:_____

GRANTEE:

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: