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AFTER RECORDING RETURN TO:  
CITY OF REDMOND  
PO BOX 726  
REDMOND, OR 97756

5  
**EASEMENT AGREEMENT**

**1. PARTIES:**

HAYDEN ENTERPRISES INC, Grantor  
CITY OF REDMOND, an Oregon Municipal Corporation, 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 "C".

**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 "A" and more fully described in EXHIBIT "B", which are incorporated herein.

**4. STATEMENT OF PURPOSE:**

The easement described above shall be for sewer pump station and sewer 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 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 within the perimeter of the pump station, or interfere with the operation of the sewer pump station facilities in any way. Grantor may use the surface of the easement outside of the perimeter of the pump station 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 sewer equipment and facilities located within the easement. Grantee's use of the easement shall not unreasonably interfere with Grantor's use of its property. Grantor shall be responsible for restoring any asphalt, landscaping, or other surface improvements located outside the perimeter of the pump station that may be removed or damaged during Grantee's use of the easement.

**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 sewer pump station and sewer utilities, or arising out of the Grantee's use of the easement described 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 12<sup>th</sup> day of January, 2007.

GRANTOR:

*[Handwritten Signature]*

HAYDEN ENTERPRISES INC

GRANTEE:

*[Handwritten Signature]*

MICHAEL PATTERSON, City Manager  
City of Redmond 518107

STATE OF Oregon )  
County of Deschutes ) ss.

Personally appeared before me this 12<sup>th</sup> day of January, 2007,  
Dennis Murphy, for HAYDEN ENTERPRISES INC, and  
acknowledged the foregoing instrument to be his/her and the HAYDEN ENTERPRISES INC's voluntary act  
and deed.



By: *[Handwritten Signature]*  
Notary Public for Oregon  
My Commission expires: July 4, 2010

STATE OF OREGON )  
County of Deschutes ) ss.

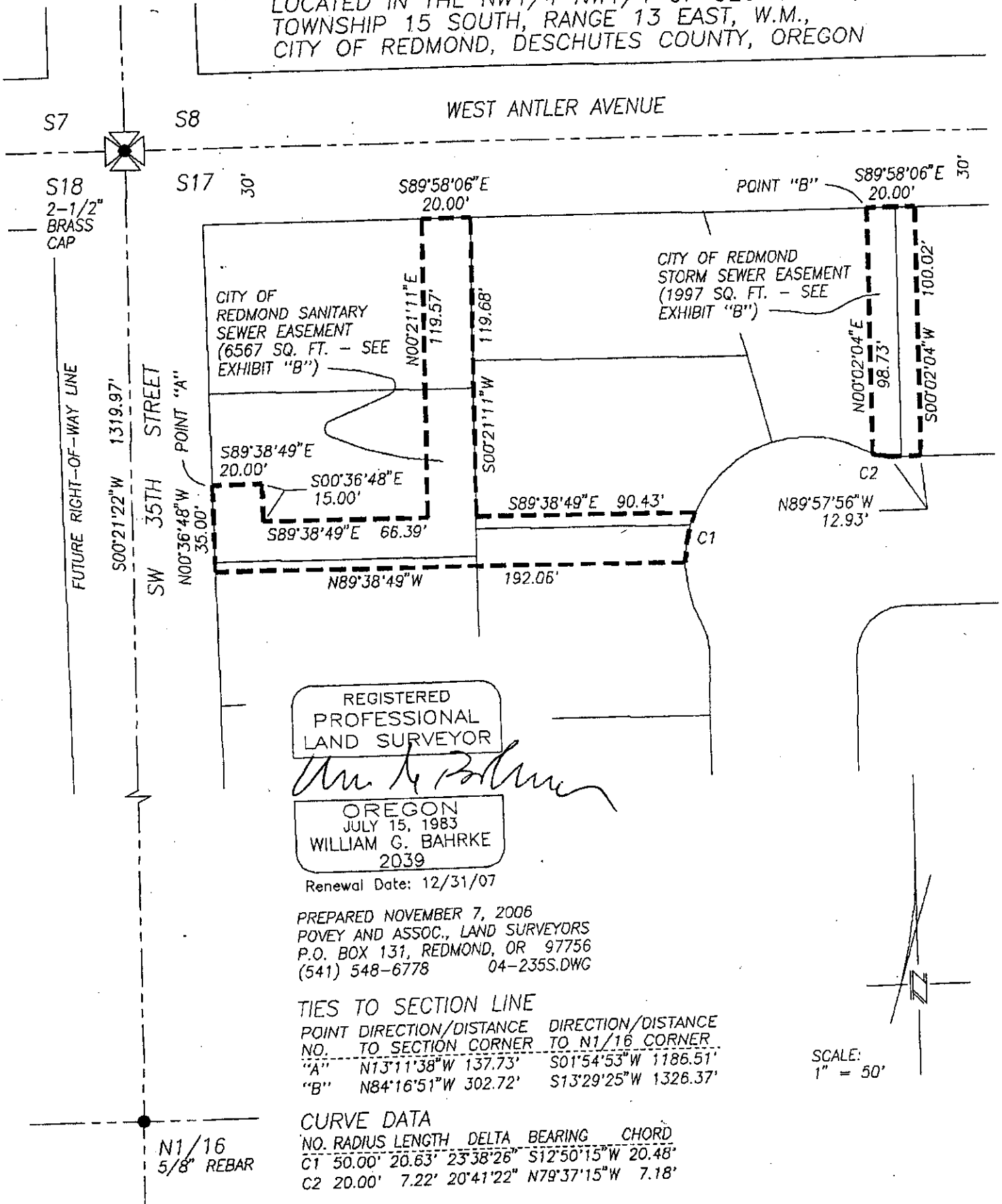
Personally appeared before me this 18 day of May, 2007,  
MICHAEL PATTERSON, City Manager for the City of Redmond and acknowledged the foregoing  
instrument to be his and the City of Redmond's voluntary act and deed, and accepted the easement on behalf  
of the City of Redmond.



By: *[Handwritten Signature]*  
Notary Public for Oregon  
My Commission Expires: 7-20-2007

EXHIBIT "A"

CITY OF REDMOND SANITARY SEWER AND STORM SEWER EASEMENTS FOR "ANTLER RIDGE, PHASE 2", LOCATED IN THE NW1/4 NW1/4 OF SECTION 17, TOWNSHIP 15 SOUTH, RANGE 13 EAST, W.M., CITY OF REDMOND, DESCHUTES COUNTY, OREGON



CITY OF REDMOND SANITARY SEWER EASEMENT (6567 SQ. FT. - SEE EXHIBIT "B")

CITY OF REDMOND STORM SEWER EASEMENT (1997 SQ. FT. - SEE EXHIBIT "B")

REGISTERED PROFESSIONAL LAND SURVEYOR

*William G. Bahrke*

OREGON  
JULY 15, 1983  
WILLIAM G. BAHRKE  
2039

Renewal Date: 12/31/07

PREPARED NOVEMBER 7, 2006  
POVEY AND ASSOC., LAND SURVEYORS  
P.O. BOX 131, REDMOND, OR 97756  
(541) 548-6778 04-2355.DWG

TIES TO SECTION LINE

POINT NO.	DIRECTION/DISTANCE TO SECTION CORNER	DIRECTION/DISTANCE TO N1/16 CORNER
"A"	N13°11'38"W 137.73'	S01°54'53"W 1186.51'
"B"	N84°16'51"W 302.72'	S13°29'25"W 1326.37'

CURVE DATA

NO.	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	50.00'	20.63'	23°38'26"	S12°50'15"W	20.48'
C2	20.00'	7.22'	20°41'22"	N79°37'15"W	7.18'

N1/16  
5/8" REBAR

SCALE:  
1" = 50'

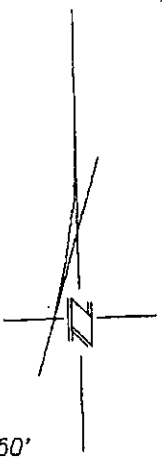


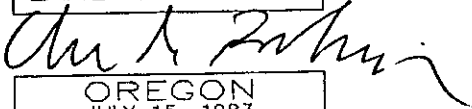
EXHIBIT "B"

CITY OF REDMOND SANITARY SEWER AND STORM  
SEWER EASEMENTS FOR "ANTLER RIDGE, PHASE 2",  
LOCATED IN THE NW1/4 NW1/4 OF SECTION 17,  
TOWNSHIP 15 SOUTH, RANGE 13 EAST, W.M.,  
CITY OF REDMOND, DESCHUTES COUNTY, OREGON

CITY OF REDMOND SANITARY SEWER EASEMENT  
COMMENCING AT POINT "A", FROM WHICH A 2-1/2" BRASS CAP  
MONUMENTING THE NORTHWEST CORNER OF SECTION 17, TOWNSHIP 15  
SOUTH, RANGE 13 EAST, W.M. BEARS N13°11'38"W - 137.73 FEET,  
AND FROM WHICH A 5/8" REBAR MONUMENTING THE NORTH 1/16  
CORNER ON THE WEST LINE OF SAID SECTION 17 BEARS S01°54'53"W -  
1186.51 FEET, SAID POINT "A" BEING THE POINT OF BEGINNING;  
THENCE S89°38'49"E - 20.00 FEET; THENCE S00°36'48"E - 15.00  
FEET; THENCE S89°38'49"E - 66.39 FEET; THENCE N00°21'11"E -  
119.57 FEET TO THE SOUTH LINE OF THE NORTH 30 FEET OF THE  
NW1/4 OF SAID SECTION 17; THENCE S89°58'06"E ALONG SAID  
SOUTH LINE - 20.00 FEET; THENCE S00°21'11"W - 119.68 FEET;  
THENCE S89°38'49"E - 90.43 FEET; THENCE 20.63 FEET ALONG THE  
ARC OF A NON-TANGENT 50.00 FOOT RADIUS CURVE, CONCAVE EAST,  
THE LONG CHORD OF WHICH BEARS S12°50'15"W - 20.48 FEET;  
THENCE N89°38'49"W - 192.06 FEET; THENCE N00°36'48"W - 35.00  
FEET TO THE POINT OF BEGINNING. THE SAME CONTAINING 6567  
SQUARE FEET.

CITY OF REDMOND STORM SEWER EASEMENT  
COMMENCING AT POINT "B", FROM WHICH A 2-1/2" BRASS CAP  
MONUMENTING THE NORTHWEST CORNER OF SECTION 17, TOWNSHIP 15  
SOUTH, RANGE 13 EAST, W.M. BEARS N84°16'51"W - 302.72 FEET,  
AND FROM WHICH A 5/8" REBAR MONUMENTING THE NORTH 1/16  
CORNER ON THE WEST LINE OF SAID SECTION 17 BEARS S13°29'25"W -  
1326.37 FEET, SAID POINT "B" BEING THE POINT OF BEGINNING;  
THENCE S89°58'06"E ALONG THE SOUTH LINE OF THE NORTH 30 FEET  
OF THE NW1/4 OF SAID SECTION 17 - 20.00 FEET; THENCE  
S00°02'04"W - 100.02 FEET; THENCE N89°57'56"W - 12.93 FEET;  
THENCE 7.22 FEET ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE,  
CONCAVE NORTH, THE LONG CHORD OF WHICH BEARS N79°37'15"W -  
7.18 FEET; THENCE N00°02'04"E - 98.73 FEET TO THE POINT OF  
BEGINNING. THE SAME CONTAINING 1997 SQUARE FEET.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR



OREGON  
JULY 15, 1983  
WILLIAM G. BAHRKE  
2039

Renewal Date: 12/31/07

PREPARED NOVEMBER 7, 2006  
POVEY AND ASSOC., LAND SURVEYORS  
P.O. BOX 131, REDMOND, OR 97756  
(541) 548-6778 04-235S.DWG

EXHIBIT "C"

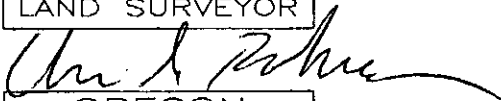
~ ANTLER RIDGE, PHASE 2 ~

A SUBDIVISION LOCATED IN THE NW1/4 NW1/4 OF SECTION 17, TOWNSHIP 15 SOUTH, RANGE 13 EAST, W.M., CITY OF REDMOND, DESCHUTES COUNTY, OREGON, A PORTION OF WHICH IS A REPLAT OF TRACT A OF "ANTLER RIDGE - PHASE 1"

COMMENCING AT A 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "LS 1642" MONUMENTING THE NORTHWEST CORNER OF "ANTLER RIDGE - PHASE 1", FROM WHICH A 2-1/2" BRASS CAP MONUMENTING THE NORTHWEST CORNER OF SECTION 17, TOWNSHIP 15 SOUTH, RANGE 13 EAST, WILLAMETTE MERIDIAN BEARS N00°21'22"E - 990.38 FEET, SAID 5/8" REBAR BEING THE INITIAL POINT OF "ANTLER RIDGE, PHASE 2", AS WELL AS THE POINT OF BEGINNING; THENCE N00°21'22"E ALONG THE WEST LINE OF THE NW1/4 OF THE NW1/4 OF SAID SECTION 17 - 970.38 FEET TO THE SOUTH LINE OF THE NORTH 20 FEET OF SAID NW1/4 NW1/4; THENCE S89°58'06"E ALONG SAID SOUTH LINE - 807.16 FEET TO THE CENTERLINE OF C.O.I.D. LATERAL C-5; THENCE S04°19'19"E ALONG SAID CENTERLINE - 3.97 FEET; THENCE S14°41'24"W ALONG SAID CENTERLINE - 657.52 FEET TO THE SOUTH LINE OF THE N1/2 OF SAID NW1/4 NW1/4; THENCE N89°57'48"W ALONG SAID SOUTH LINE - 10.34 FEET TO THE WEST RIGHT-OF-WAY OF SAID LATERAL C-5, BEING 10 FEET FROM SAID LATERAL CENTERLINE; THENCE S15°09'35"W ALONG SAID WEST RIGHT-OF-WAY - 293.56 FEET TO THE NORTHEAST CORNER OF TRACT A OF "ANTLER RIDGE - PHASE 1"; THENCE ALONG THE BOUNDARY OF SAID TRACT A AS FOLLOWS: S15°10'37"W ALONG SAID WEST RIGHT-OF-WAY - 168.52 FEET; THENCE N74°48'24"W - 99.94 FEET; THENCE N86°01'38"W - 61.16 FEET; THENCE N74°55'07"W - 108.66 FEET; THENCE S89°55'58"W - 205.78 FEET; THENCE N00°36'48"W - 61.49 FEET TO THE NORTHWEST CORNER OF SAID TRACT A, AND TO THE NORTH BOUNDARY OF "ANTLER RIDGE - PHASE 1"; THENCE LEAVING SAID TRACT A BOUNDARY - S85°14'30"W ALONG SAID NORTH BOUNDARY - 46.88 FEET TO THE POINT OF BEGINNING.

THE SAME CONTAINING APPROXIMATELY 15.99 ACRES, SUBJECT TO ALL EXISTING EASEMENTS AND RIGHTS-OF-WAY OVER AND ACROSS THE ABOVE DESCRIBED PARCEL OF LAND.

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