

VOL: 2000 PAGE: 38222
RECORDED DOCUMENT

STATE OF OREGON
COUNTY OF DESCHUTES



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Printed: 09/22/2000 08:20:46

DO NOT REMOVE THIS CERTIFICATE

(This certificate constitutes a part of the original instrument in accordance with ORS 205.180(2). Removal of this certificate may invalidate this certificate and affect the admissibility of the original instrument into evidence in any legal proceeding.)

I hereby certify that the attached instrument was received and duly recorded in Deschutes County records:

DATE AND TIME: Sep. 22, 2000; 8:19 a.m.

RECEIPT NO: 26309

DOCUMENT TYPE: Easement

FEE PAID: \$56.00

NUMBER OF PAGES: 6

A handwritten signature in cursive script, appearing to read "Mary Sue Penhollow".

MARY SUE PENHOLLOW
DESCHUTES COUNTY CLERK

2000 - 38222-1

AFTER RECORDING RETURN TO:

C.O.I.D.

2598 North Hwy 97

Redmond, OR 97756

PIPING EASEMENT

PARTIES: HAYDEN ENTERPRISES, INC., Grantor

CENTRAL OREGON IRRIGATION DISTRICT, a Municipal corporation of the State of Oregon, Grantee.

GRANT OF EASEMENT: Grantor, its successors and assigns, do hereby grant unto Central Oregon Irrigation District, its successors and assigns, a water pipeline easement as described in the plans that are on file at the District office and incorporated as though wholly set forth herein.

STATEMENT OF PURPOSE: The easement described above shall be used for installing, constructing, utilizing, operating, maintaining, repairing or replacing an irrigation water pipeline for the Central Oregon Irrigation District's water system.

TYPE OF EASEMENT: The easement described above shall be exclusively for the benefit of the District or its assigns and shall perpetually encumber the affected property.

COVENANT NOT TO OVERLOAD AND NOT TO BUILD: Grantor and Grantee understand the danger to the buried pipeline if excessive weights are passed over or placed upon the buried pipeline. Grantor shall not overload the buried pipeline and shall not permit any vehicle or equipment to cross the buried pipeline except at engineered crossing locations approved by Grantee. Grantor may provide for driveway access over the pipeline approved by Grantee and provided such access shall be constructed in accordance with engineer's plans and specifications providing adequate protection for the pipe. Further, Grantor shall not build or allow any structure to be built over the buried pipeline. If, during repair or maintenance specified below, Grantee damages property or other structures located on any portion of the easement, Grantor will hold Grantee harmless from any damage or claim for damage or repairs.

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MAINTENANCE, REPAIR AND REPLACEMENT: Grantor shall be responsible for all maintenance, repair and replacement of the buried culvert pipe. In the event Grantor shall fail to properly maintain the buried culvert pipe and all the appurtenances, as determined by Grantee, Grantee may take all action necessary to properly maintain such culvert pipe including access to the easement granted herein over and across adjacent property owned by Grantor. In the event of an emergency as determined by Grantee's manager, Grantee may take all action necessary to properly maintain such culvert pipe including access to the easement granted herein over and across adjacent property owned by Grantor. All costs incurred by Grantee for maintenance, repair or replacement will be paid by Grantor and Grantee shall record all charges as a lien against Grantor's property described in Exhibit "A".

INDEMNITY: Grantor agrees to indemnify and hold Grantee harmless from any claims or damages arising out of the installation of the buried culvert pipe or arising out of the use of the real property located above or adjacent to the buried culvert pipe.

COVENANTS RUNNING WITH LAND: The above non-overloading and non-building provisions, maintenance provision and indemnify provision are covenants running with the land and shall be the responsibility of Grantor or any subsequent transferee.

REMEDIES: In addition to all other remedies allowed by law, the parties, their successors and assigns, shall have the right to seek injunctive relief or specific performance for the enforcement of the terms and conditions of this Agreement.

BINDING EFFECT: The terms, conditions and provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, personal representatives and assigns of the parties.

ATTORNEY FEE: In case suit or action be instituted upon or 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.

SPECIFICATIONS: Pipe shall be installed to meet current minimum general standards as set forth in the current American Public Works Association Standards, and the current City of Redmond Standards and Specifications, Deschutes County Public Works Standards and Specifications, the plans that are on file at the District office, and the specifications set forth by the Central Oregon Irrigation District described in Exhibit "B".

DATED this 13th day of September, 2000.

2000-38222-3

GRANTEE:

CENTRAL OREGON IRRIGATION DISTRICT

By [Signature]
Its Secy

GRANTOR:

HAYDEN ENTERPRISES, INC.

By [Signature]
Its PRESIDENT

STATE OF OREGON)
)ss.
County of Deschutes)

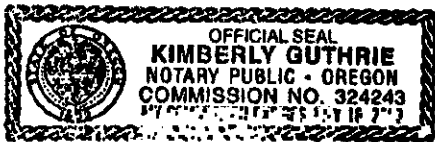
Personally appeared before me this 13th day of September, 2000, the above named Ron Nelson who is the Secretary-Manager of CENTRAL OREGON IRRIGATION DISTRICT, and acknowledged the foregoing instrument to be his/her voluntary act and deed on behalf of CENTRAL OREGON IRRIGATION DISTRICT.



Barbara R. Fehl
Notary Public of Oregon
My Commission Expires: 2/11/2003

STATE OF OREGON)
County of Deschutes)ss.

Personally appeared before me this 11 day of September, 2000, the above named Dennis Morony who is the President of HAYDEN ENTERPRISES, INC., and acknowledge the foregoing instrument to be his/her voluntary act and deed on behalf of HAYDEN ENTERPRISES, INC.



Kimberly Guthrie
Notary Public for Oregon
My Commission Expires: 7-18-2003

DESCRIPTION

Portion of the SW1/4 of
Section 17, Township 15 South, Range 13 East, W.M.
LATERAL C-5 within HAYDEN VIEW PHASE THREE

Commencing at the intersection of Lateral C-5 and the North line of "HAYDEN VIEW PHASE TWO", from which a 3/4" pipe monumenting the Southwest 1/16 corner of Section 17, Township 15 South, Range 13 East, Willamette Meridian, bears East - 40.00 feet and $N00^{\circ}18'58"E$ - 244.89 feet, said intersection being the POINT OF BEGINNING of the centerline of a 20 foot wide C.O.I.D. Irrigation Easement, located 10 feet on either side of said centerline; thence $N00^{\circ}18'58"E$ along said centerline - 464.53 feet to the boundary of Parcel 2 of Deschutes County Partition Plat No. 1996-40, and to the TERMINUS of said easement centerline.

The same containing approximately 0.21 acres.

DESCRIPTION

Portion of the SW1/4 of
Section 17, Township 15 South, Range 13 East, W.M.
LATERAL C-14 within HAYDEN VIEW PHASE THREE

Commencing at the intersection of Lateral C-14 and the North line of "BLACK HAWK PHASE TWO", from which a 3/4" pipe monumenting the Southwest 1/16 corner of Section 17, Township 15 South, Range 13 East, Willamette Meridian, bears $N89^{\circ}49'35"W$ - 818.44 feet, said intersection being the POINT OF BEGINNING of the centerline of a 10 foot wide Private Irrigation Easement, located 5 feet on either side of said centerline; thence North along said centerline - 79.63 feet; thence $N16^{\circ}18'21"E$ along said centerline - 62.46 feet; thence $N00^{\circ}10'00"E$ along said centerline - 80.00 feet to the boundary of Parcel 2 of Deschutes County Partition Plat No. 1996-40, and to the TERMINUS of said easement centerline.

The same containing approximately 0.05 acres.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

William G. Bahrke

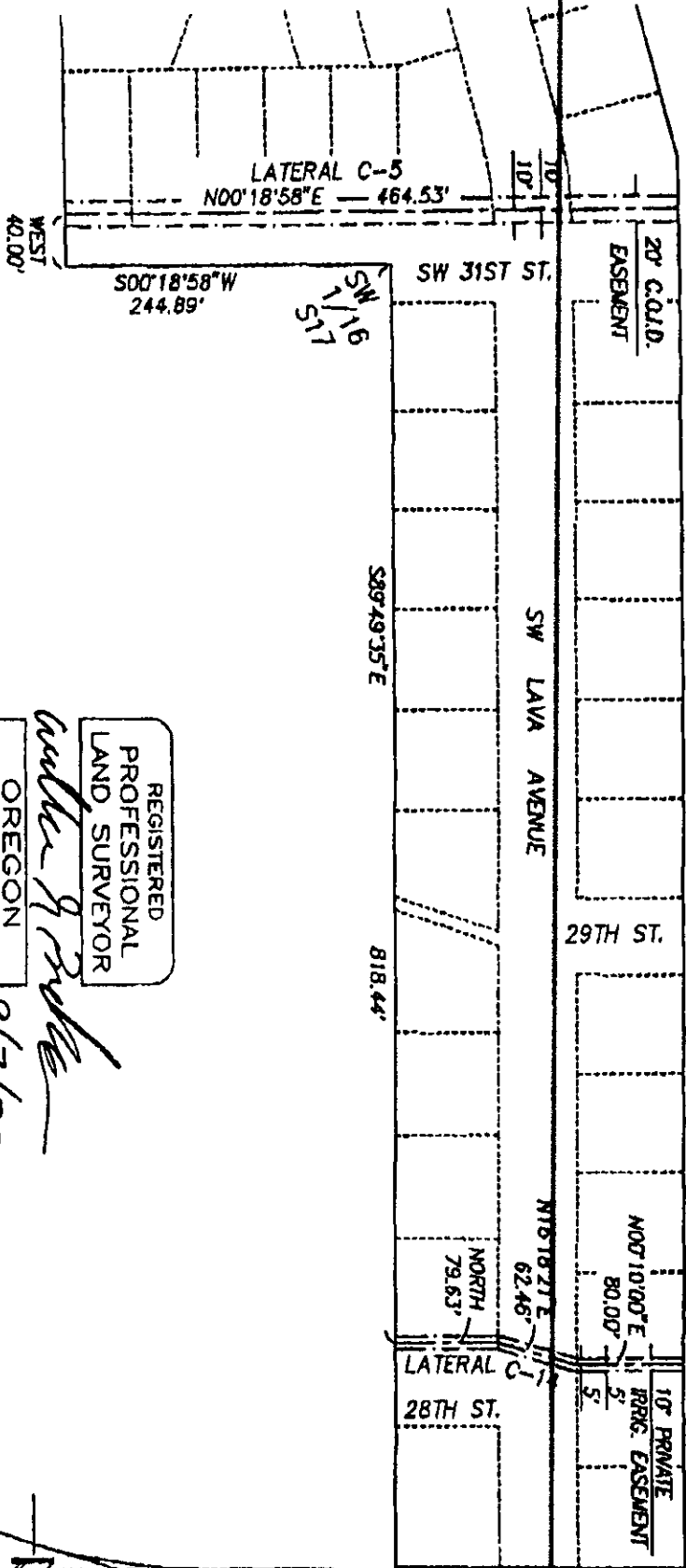
OREGON
JULY 15, 1983
WILLIAM G. BAHRKE
2039

9/7/00

EXP. 12/31/01

2000-38222-5

SKETCH FOR HAYDEN ENTERPRISES AND THE CENTRAL OREGON IRRIGATION DISTRICT
 SHOWING IRRIGATION EASEMENTS CROSSING HAYDEN VIEW PHASE THREE,
 LOCATED IN THE SW1/4 OF SECTION 17, T15S, R13E, WM,
 CITY OF REDMOND, DESCHUTES COUNTY, OREGON,
 BEING A PORTION OF PARCEL 2 OF
 PARTITION PLAT NO. 1996-40



REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

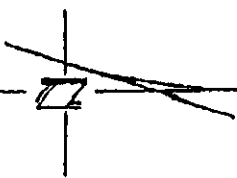
William G. Bahrke

OREGON
 JULY 15, 1983
 WILLIAM G. BAHRKE
 2039

9/7/00

Renewal Date: 12/31/01

SCALE:
 1" = 120'



**CENTRAL OREGON IRRIGATION DISTRICT
PIPING SPECIFICATIONS**

1. The District requires an engineered pipe plan, specifically, construction design and profiles.
2. The District requires the easement to be set aside without any reservation for perpetuity.
3. All utilities which plan to cross this easement will be charged a blanket fee of \$500.00 per phase. (Will be specific only to those lots in this phase)
4. Cleanouts are required at every abrupt angle and every 250'.
5. Impervious material, (clay or bentonite) to be placed and compacted with optimum moisture around the inlet and outlet structures.
6. There shall be a minimum of 1 foot separation between COID pipe and any other utility.
7. Trench section shall have a minimum of 4" of bedding and select material shall continue to a minimum of 12" over pipe. Select material shall be ¾" minus material and a sample shall be provided for approval.
8. Tracer wire will be installed along the entire reach of this piping project for location purposes.
9. Landowner shall provide the District with an as-built centerline survey (by a licensed surveyor) of the pipe installation prior to completing the backfill process. The District will also require a hard copy map and electronic drawing.
10. Documentation verifying ownership of parcel where piping is to take place is required prior to piping.
11. A piping fee of \$625.00 is required prior to signing to cover review, drafting of the piping agreement, and recording costs. Inspection of installation shall be the responsibility of the developer. Crossing fees shall be paid prior to signing.
12. It is the responsibility of the developer to obtain the proper permits and make sure all associated fees are paid prior to the start of excavation.
13. All work is scheduled with the District so as not to interfere with the monthly stock water runs and completed prior to April 1.

No structures, fences, trees or shrubs will be allowed within the easement. If irrigation systems are installed, it will be with the understanding that if any damage occurs during maintenance to the pipe, the District will not be held liable.