

**2002-61090**



**\$46.00**

00110030200200510000050053

11/01/2002 03:37:38 PM

D-EAS Cnt=1 Str=11 BECKEY

**\$20.00 \$11.00 \$10.00 \$5.00**

**This page must be included  
if document is re-recorded.  
Do Not remove from original document.**

46 173892-02

After recording, return to: Mountain Brook Development LLC, PO Box 2121, Sisters, OR 97759

FIRST AMERICAN TITLE  
INSURANCE COMPANY OF OREGON  
P.O. BOX 323  
BEND, OR 97709

**EASEMENT  
IRRIGATION LINE EASEMENT**

4/5/2  
THIS AGREEMENT is made this 14<sup>th</sup> day of OCTOBER, 2002 by **High Mountain Properties LLC**, ("High Mountain") and **Desert Meadows Homeowners Association**, ("Desert Meadows"), collectively referred to as "Grantor", and **Mountain Brook Development LLC**, Grantee.

**Recitals:**

WHEREAS, Grantor owns and/or has an interest in the real property described on Exhibit A, attached and incorporated, said real property including an existing pond; and

WHEREAS, Grantee owns the real property described on Exhibit B, attached and incorporated; and

WHEREAS, the parties wish to provide for and memorialize Grantee's rights and obligations concerning the presence of Grantee's pump and associated equipment and distribution system from the pump across Grantor's property.

NOW, THEREFORE, in consideration of the terms and conditions set forth below, including the payment of valuable consideration, the receipt of which is hereby acknowledged, it is mutually understood and agreed as follows:

1. Grantee shall be allowed to place pumps and related equipment in the existing pond for purposes of providing Central Oregon Irrigation District water to all parcels and common areas located within Grantee's property, Exhibit B.
2. Grantor further grants Grantee an easement for purposes of water delivery and maintenance of Grantee's water delivery system from and including the pump to the parties' adjoining line at the point of Grantee's choosing. The easement shall encompass a twenty (20) foot wide strip of land running generally south to north across and from the pond to Grantee's property. Once constructed, the area subject to the easement will be defined by its physical location.
3. Grantee shall indemnify and hold Grantor harmless from and against any claims for damages and other liability associated with the presence and maintenance of Grantee's pump and line.
4. The rights granted herein shall be perpetual, non-exclusive and appurtenant to the described properties, shall run with the land and shall inure to the benefit and otherwise bind and obligate the parties' heirs, successors and assigns.
5. If any suit or action is filed by any party to enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees incurred in preparation or in prosecution

or defense of such suit or action as fixed by the trial court, and if any appeal is taken from the decision of the trial court, reasonable attorney fees as fixed by the appellate court.

DATED this 14 day of October, 2002.

Grantor:

High Mountain Properties, LLC

By: Richard A. Bero

Its: Member

Grantor:

Desert Meadows Homeowners Association

By: T. G. Clark

Its: PRESIDENT

Grantee:

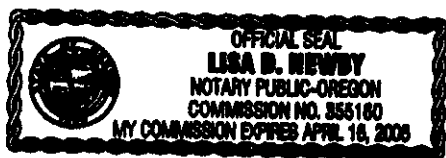
Mountain Brook Development LLC

By: Richard A. Bero

Its: Member

STATE OF OREGON )  
 ) ss.  
County of Deschutes )

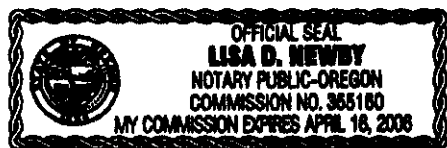
On October 14, 2002, personally appeared before me the above-named T. G. Clark and acknowledged the foregoing instrument to be his voluntary act and deed. \* as President of Desert Meadows Homeowners Association



Lisa D. Newby  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

STATE OF OREGON )  
 ) ss.  
County of Deschutes )

On October 14, 2002, personally appeared before me the above-named Richard A. Bero and acknowledged the foregoing instrument to be his voluntary act and deed. \* as member of Mountain Brook Development LLC



Lisa D. Newby  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_  
High Mountain Properties, LLC

**EXHIBIT A**

Common Area A and Common Area B of Ni-Lah-Sha, Phases 2 and 3, as described in Plat No. 1999-70, Deschutes County, Oregon.

## EXHIBIT B

Description  
portion of NI-LAH-SHA PHASES 2 AND 3 (SP 1999-70)  
in NE1/4 SW1/4 Section 3, T.15S., R.13E., W.M.  
MOUNTAIN BROOK

Description of a parcel of land situate in a portion of Plat No. "SP 1999-70", also known as "NI-LAH-SHA PHASES 2 AND 3", located in the NE1/4 SW1/4 Section 3, Township 15 South, Range 13 East of the Willamette Meridian, being Lots 45 through 104, Lots 108 through 123, Lots 159 through 180 and the adjacent private roadways as per said Plat, more particularly described as follows:

Commencing at a 5/8" Rebar monumenting the South 1/4 corner of Section 3, T.15S., R.13E., W.M., the Initial Point; thence N00°33'10"E partially along the East line of said Plat - 2635.68 feet to the Center of said Section; thence S89°47'56"W along the North line of said Plat - 244.63 feet to the NE corner of Lot 51 and the true POINT OF BEGINNING; thence along the boundary of Phases 2 and 3 of said Plat as follows: S00°12'03"E - 172.16 feet; thence S23°15'45"W - 157.29 feet; thence S45°19'30"W - 32.37 feet; thence S16°14'04"W - 85.01 feet; thence S00°33'24"W - 180.97 feet; thence S77°46'02"W - 187.53 feet; thence S27°24'36"W - 40.67 feet; thence S43°40'27"W - 75.93 feet; thence S57°49'15"W - 88.79 feet; thence S76°26'35"W - 122.86 feet; thence S00°35'28"W - 46.66 feet; thence S43°56'03"W - 103.65 feet; thence S59°05'09"W - 32.63 feet to the NE corner of Lot 124; thence N66°10'25"W - 99.43 feet to the NW corner of Lot 124; thence N79°27'55"W - 25.94 feet to the boundary of Lot 107; thence N65°27'05"W along said boundary - 128.25 feet; thence S51°53'46"W along said boundary - 49.07 feet; thence S18°52'30"E along said boundary - 24.26 feet; thence S11°03'42"W - 22.06 feet to the NE corner of Lot 104; thence S23°49'33"W along Lot 104 boundary - 79.09 feet; thence 56.98 feet along the arc of a 215 foot radius curve (concave South) of said Lot 104 boundary forming a central angle of 15°11'05" and a long chord bearing N78°04'56"W - 56.81 feet; thence 56.46 feet along the arc of a 37.50 foot radius curve (concave Northeast) of said Lot 104 boundary forming a central angle of 86°15'55" and a long chord bearing N42°32'31"W - 51.28 feet to the East right-of-way (R/W) of NE 5th Street; thence N00°35'26"E along said East R/W - 942.84 feet to the North line of said Plat; thence N89°47'56"E along said North line - 1040.08 feet to the true POINT OF BEGINNING.

The same containing approximately 18.17 land acres, subject to all existing easements and rights-of-way over and across the above described parcel of land.