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05/02/2003 03:45:26 PM

D-EAS Cnt=1 Str=5 SHIRLEY
\$35.00 \$11.00 \$10.00 \$5.00

AFTER RECORDING RETURN TO:

C.O.I.D.

2598 N. Hwy 97

Redmond, OR 97756

PIPING EASEMENT

PARTIES: Terry Anderson, 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 Exhibit "A", and incorporated as though wholly set forth herein.

STATEMENT OF PURPOSE: The easement described above is granted to the Central Oregon Irrigation District and shall be a permanent, perpetual and exclusive right to construct, install, maintain and operate an irrigation conveyance system and all related facilities on the surface and within the subsurface of the easement so long as C.O.I.D., (Grantee) has a duty to deliver water through the pipeline described in Exhibit A. The width of the easement shall be as shown on Exhibit "A", however, in no case shall the easement be less than the toe of fill as determined by C.O.I.D. No person or entity shall be authorized to construct, erect or install any surface or subsurface structures or facilities within this easement without first obtaining prior written approval from the Central Oregon Irrigation District.

TYPE OF EASEMENT: The easement described above shall be exclusively for the benefit of the District or its assigns except as stated below and shall perpetually encumber the affected property so long as C.O.I.D., (Grantee) has duty to delivery water through the pipeline described in Exhibit "A". This document shall in no way give up any rights granted to the District through the Carey Act. Except that the easement will be the width as specified in Exhibit A. The only exceptions to Grantee's exclusive use condition are shown on the subdivision plat for Ridge Pointe including a 12 foot access roadway and driveway approaches that are subject of a joint road use agreement between Grantor and Grantee and their successors.

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 crossings and 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.

RECORDED BY WESTERN TITLE AS
AN ACCOMMODATION ONLY.
NO LIABILITY ACCEPTED FOR
CONDITION OF TITLE OR VALIDITY,
SUFFICIENCY, OR AFFECT OF
DOCUMENT. 03-2-02

MAINTENANCE, REPAIR AND REPLACEMENT: Grantee shall maintain and repair the water pipeline. Grantor agrees to provide access to Grantee and Grantee's equipment for such purpose over and across Grantor's real property lying adjacent to the easement in the event access has been temporarily obstructed by Grantor.

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 until sale or transfer and then it is the responsibility of any subsequent transferee.

MITIGATION CREDITS: Grantor retains the right to all mitigation credits for water saved as a result of Grantor's piping of the ditch shown on Exhibit "A". Grantee agrees to cooperate with Grantor should Grantor apply for mitigation credits.

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".

RELEASE: This easement is granted to replace COID canal and piping easements/right of ways described in Exhibit "C". COID hereby agrees to abandon its use of said canal and releases and quitclaims all legal rights it has in said easements/right of ways for all parts of the easements located within Exhibit "C" upon completion and approval of the new facility described in Exhibit "A".

DATED this 30 day of April, 2003.

GRANTEE:

CENTRAL OREGON IRRIGATION
DISTRICT

By [Signature]
Its SECRETARY MANAGER

GRANTOR:

By [Signature]
Terry Anderson, Owner

STATE OF OREGON)
)ss.
County of Deschutes)

Personally appeared before me this 30th day of April, 2003, the
above named Ron Garzini who is the interim 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.



[Signature]
Notary Public of Oregon
My Commission Expires: 1-4-2004

STATE OF OREGON)
)ss.
County of Deschutes)

Personally appeared before me this 30th day of April, 2003, the
above named TERRY L. ANDERSON and acknowledge the foregoing
instrument to be their voluntary act and deed on behalf of

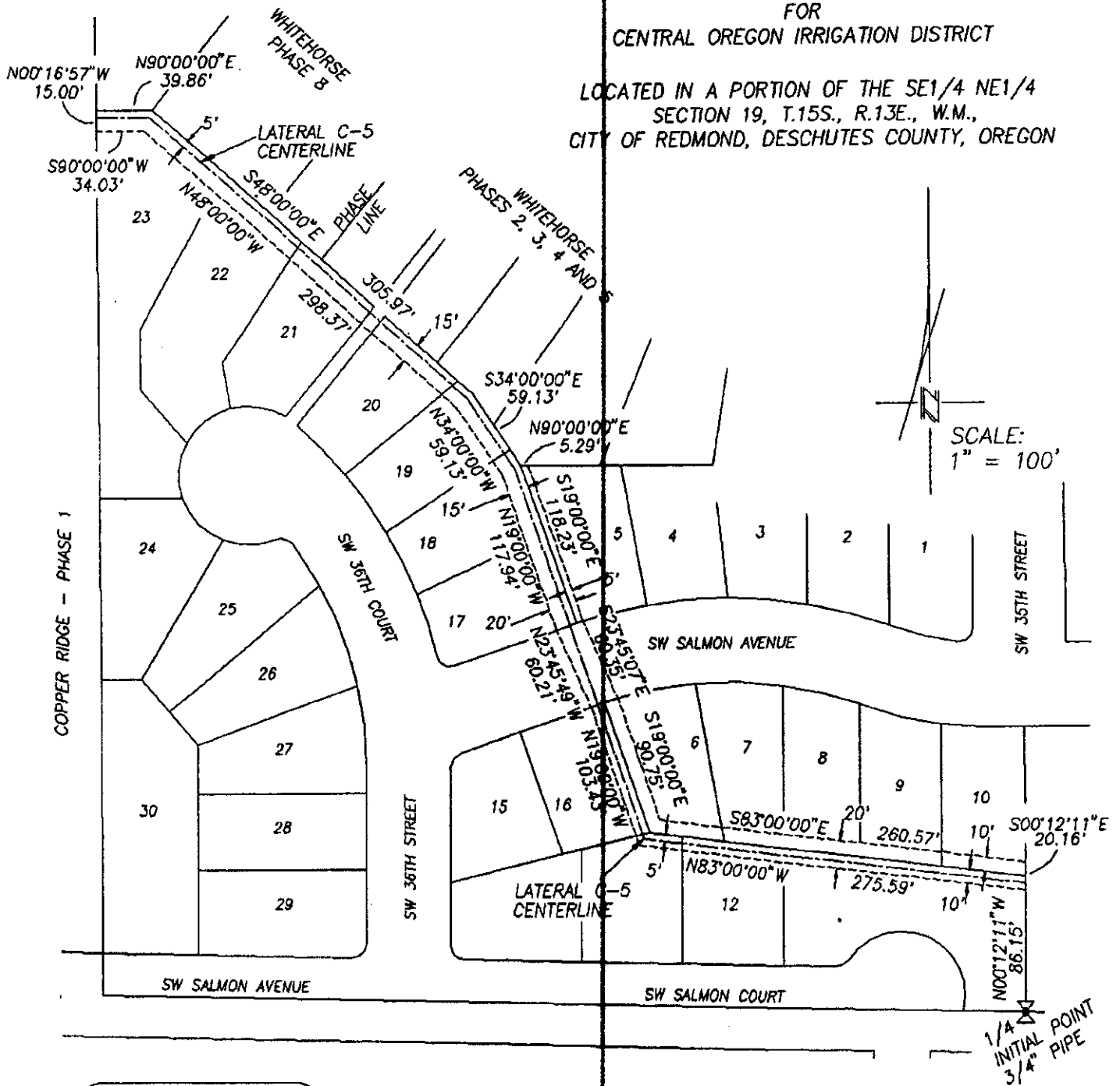


[Signature]
Notary Public for Oregon
My Commission Expires: 1-4-2004

EXHIBIT "A"

SKETCH OF PROPOSED
20' IRRIGATION EASEMENT
FOR
CENTRAL OREGON IRRIGATION DISTRICT

LOCATED IN A PORTION OF THE SE1/4 NE1/4
SECTION 19, T.15S., R.13E., W.M.,
CITY OF REDMOND, DESCHUTES COUNTY, OREGON



REGISTERED
PROFESSIONAL
LAND SURVEYOR

Robert R. Povey 4-17-2003

OREGON
JULY 14, 1978
ROBERT R. POVEY
1652

Renewal Date: 12/31/04

POVEY AND ASSOC., LAND SURVEYORS
P.O. BOX 131, REDMOND, OR 97756
(541) 548-6778
01-259S.DWG



POVEY & ASSOCIATES—LAND SURVEYORS

REGISTERED PROFESSIONAL LAND SURVEYORS OREGON NO. 1652 and 2039
PARTNERSHIP I.D. #63-0738184

P.O. BOX 131 • OFFICE 338 S.W. 7th • REDMOND, OREGON 97756 • (541) 548-8778
Fax (541) 548-0478

EXHIBIT " A " CONT.

Description
PROPOSED IRRIGATION PIPELINE
for Central Oregon Irrigation District's Sub-Lateral C-5
located in a portion of the SE1/4 NE1/4
Section 19, T.15S., R.13E., W.M.
RIDGEPOINTE

Description of a 20 foot wide easement for the proposed pipeline of Central Oregon Irrigation District's Sub-Lateral C-5, located in a portion of the SE1/4 NE1/4 of Section 19 T.15S., R.13E., Willamette Meridian, City of Redmond, Deschutes County, Oregon, more particularly described as follows:

Commencing at a 1/2" Rebar monumenting the East 1/4 Corner of Section 19, T.15S., R.13E., Willamette Meridian, the Initial Point; thence N00°12'11"E along the East line of the SE1/4 NE1/4 of said Section 19 - 81.15 feet to the true POINT OF BEGINNING; thence N83°00'00"W - 275.59 feet; thence N19°00'00"W - 103.43 feet to the proposed South right-of-way (R/W) of Salmon Avenue; thence N23°45'49"W - 60.21 feet to the proposed North R/W of Salmon Avenue; thence N19°00'00"W - 117.94 feet; thence N34°00'00"W - 59.13 feet; thence N48°00'00"W - 298.37 feet; thence N90°00'00"W - 34.03 feet to the West line of the E1/2 of said SE1/4 NE1/4; thence N00°16'57"W along said West line - 15.00 feet to the boundary of "Whitehorse Phases 2, 3, 4 and 5"; thence N90°00'00"E along said boundary - 39.86 feet; thence S48°00'00"E along said boundary - 305.97 feet; thence S34°00'00"E along said boundary - 62.94 feet; thence S90°00'00"E along said boundary - 5.29 feet; thence S19°00'00"E - 118.23 feet to said North R/W; thence S23°45'07"E - 60.35 feet to said South R/W; thence S19°00'00"E - 90.75 feet; thence S83°00'00"E - 260.57 feet to the East line of said NE1/4; thence S00°12'11"E along the East line of said SE1/4 NE1/4 - 20.16 feet to the true POINT OF BEGINNING.

The same parcel containing approximately 0.39 land acres (16,886 square feet), subject to all easements and rights-of-way over and across the above described parcel of land.

PAGE ____ DEED OF DEDICATION

G:\01-259\LEGAL.WPS

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Robert R. Povey 4-17-2003
OREGON
JULY 14, 1978
ROBERT R. POVEY
1652
Renewal:
12/31/04

EXHIBIT "B"

CENTRAL OREGON IRRIGATION DISTRICT PIPING SPECIFICATIONS

1. The District requires an engineered pipe plan, specifically, construction design and profiles. Pipe shall meet a minimum 100 psi pressure requirement.
2. The District requires the easement to be set aside without any reservation for perpetuity.
3. Cleanouts are required at every abrupt angle and every 250'.
4. Impervious material, (clay or bentonite) to be placed and compacted with optimum moisture around the inlet and outlet structures.
5. There shall be a minimum of 1 foot separation between COID pipe and any other utility.
6. 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.
7. Tracer wire will be installed along the entire reach of this piping project for location purposes.
8. 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 \$650.00 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.
14. There shall be no encroachments to the COID exclusive easement without a permit from this office.
15. Any crossings of the COID easement shall be by permit only and shall be recorded, inquire at the District's office for instructions and associated fees.

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



EASEMENT VACATION

15-13-19

SE ¼ NE ¼

NOTICE
THIS IS NOT A CERTIFICATION OF
WATER RIGHTS NOR DOES THIS
WARRANT THE SAME BUT SERVES
ONLY TO PROVIDE INFORMATION
AVAILABLE AT THIS OFFICE AS OF
THIS DATE.

DATE _____
BY _____

LINES SHOWN IN RED
INDICATE CANALS FOR
DISTRICT EASEMENT
VACATION

