



DESCHUTES COUNTY CLERK

CERTIFICATE PAGE



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71
AFTER RECORDING RETURN TO:
C.O.I.D.
2598 N. Hwy 97
Redmond, OR 97756

PIPING EASEMENT

9
PARTIES: Pilot Butte Square, LLC. And Gary S. English, Grantors

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 Exhibit "B", and attached hereto and by this referenced made a part hereof.

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. The width of the easement shall be as shown on Exhibit "A" and Exhibit "B", 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 and shall perpetually encumber the affected property. This document shall in no way give up any rights granted to the District through the Carey Act.

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 (including but not limited to fences and/or storage sheds) to be built within the Central Oregon Irrigation Districts easement. 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.

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.

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 Bend 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 "C".

CROSSINGS: Any crossings of the easement shall be by permit only and shall be recorded with Deschutes County.

DATED this 27 day of December, 2005.

GRANTEE:

**CENTRAL OREGON IRRIGATION
DISTRICT**

By [Signature]
Steven C. Johnson, Manager

GRANTOR:

Pilot Butte Square, LLC.

By [Signature]
Keith Studwell, Managing Partner

Gary S. English

By [Signature]

STATE OF OREGON)
)ss.
County of Deschutes)

Personally appeared before me this 27TH day of DECEMBER, 2005,
the above named STEVEN C. JOHNSON who is the MANAGER
of CENTRAL OREGON IRRIGATION DISTRICT, and acknowledge the
foregoing instrument to be their voluntary act and deed on behalf of CENTRAL
OREGON IRRIGATION DISTRICT.



[Signature]
Notary Public for Oregon
My Commission Expires: 11-07-2009

STATE OF OREGON)
)ss.
County of Deschutes)

Personally appeared before me this 23 day of December, 2005, the
above named Keith Studwell who is the managing Partner
of Pilot Butte Square, LLC. and acknowledge the foregoing instrument to be their
voluntary act and deed.



[Signature]
Notary Public for Oregon
My Commission Expires: 6-2-2008

Personally appeared before me this 22nd day of DECEMBER, 2005, the
above named GARY S. ENGLISH and acknowledge the foregoing
instrument to be their voluntary act and deed.



Linda K. Thomassen
Notary Public for Oregon
My Commission Expires: 8.14.09

IRRIGATION EASEMENT

EXHIBIT "A"

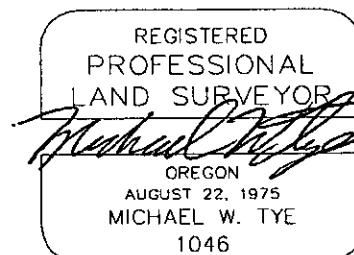
Irrigation Easements on the property described in Volume 2005, Page 23569, Deschutes County Records, located on the Southeast One-Quarter of the Southwest One-Quarter (SE 1/4 SW 1/4) of Section Thirty-Five (35), Township Seventeen (17) South, Range Twelve (12) East, Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Easement #1:

Commencing at a point common to the properties as described in Volume 246, Page 585, and Volume 2005, Page 23569, Deschutes County Records, and the South right-of-way line of U.S. Highway 20; thence leaving the said South right-of-way line along the East line of the property described in Volume 2005, Page 23569, South 12°24'42" East 10.26 feet to the TRUE POINT OF BEGINNING for said irrigation easement; thence along said East property line South 12°24'42" East 82.21 feet; thence leaving said East property line North 89°36'51" West 10.25 feet; thence North 12°24'42" West 82.22 feet; thence South 89°35'27" East 10.26 feet to the TRUE POINT OF BEGINNING of said irrigation easement.

Easement #2:

Commencing at a point common to the properties as described in Volume 246, Page 585, and Volume 2005, Page 23569, Deschutes County Records, and the South right-of-way line of U.S. Highway 20; thence leaving the said South right-of-way line along the East line of the property described in Volume 2005, Page 23569, South 12°24'42" East 153.46 feet; thence along said East property line South 06°58'41" East 0.53 feet to the TRUE POINT OF BEGINNING for said irrigation easement; thence along said East property line South 06°58'41" East 20.00 feet; thence leaving said East property line South 83°01'19" West 5.00 feet; thence North 06°58'41" West 20.65 feet; thence South 89°36'51" East 5.04 feet to the TRUE POINT OF BEGINNING of said irrigation easement.



EXPIRES 6-30-06

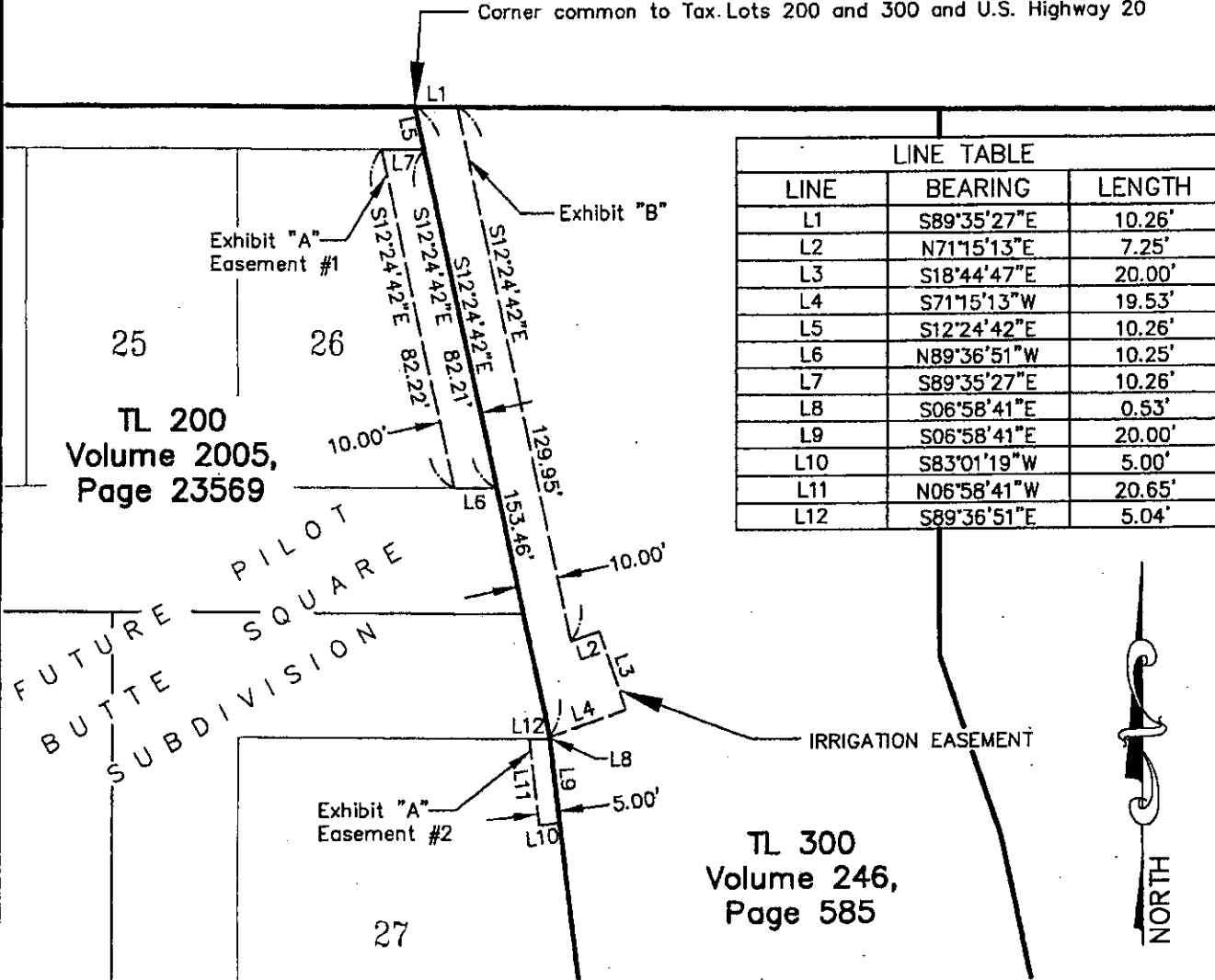
IRRIGATION EASEMENT

EXHIBIT "A" (continued)

LOCATED IN THE SE 1/4/ SW 1/4 OF SECTION 35,
TOWNSHIP 17 SOUTH , RANGE 12 EAST, WILLAMETTE MERIDIAN,
CITY OF BEND, DESCHUTES COUNTY, OREGON

U. S. HIGHWAY 20

Corner common to Tax Lots 200 and 300 and U.S. Highway 20



SCALE: 1"= 40'
DATE: 12-15-05
WO#: 6245-EASE

OWNER TL200:
PILOT BUTTE SQUARE LLC
1028 N.E. PROVIDENCE DRIVE
BEND, OR 97701

OWNER TL300:
GARY S. ENGLISH
21336 E. HWY 20
BEND, OR 97702

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Michael W. Tye
OREGON
AUGUST 22, 1975
MICHAEL W. TYE
1046

EXPIRES 6-30-06

IRRIGATION EASEMENT

EXHIBIT "B"

An Irrigation Easement on the property described in Volume 246, Page 585, Deschutes County Records, located on the Southeast One-Quarter of the Southwest One-Quarter (SE 1/4 SW 1/4) of Section Thirty-Five (35), Township Seventeen (17) South, Range Twelve (12) East, Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Beginning at a point common to the properties as described in Volume 246, Page 585, and Volume 2005, Page 23569, Deschutes County Records, and the South right-of-way line of U.S. Highway 20, said point being the TRUE POINT OF BEGINNING for said irrigation easement; thence along said South right-of-way line South 89°35'27" East 10.26 feet; thence leaving said South right-of-way line South 12°24'42" East 129.95 feet; thence North 71°15'13" East 7.25 feet; thence South 18°44'47" East 20.00 feet; thence South 71°15'13" West 19.53 feet to a point on the West line of said property described in Volume 246, Page 585; thence along said West line North 12°24'42" West 153.46 feet to the TRUE POINT OF BEGINNING of said irrigation easement.



EXPIRES 6-30-06

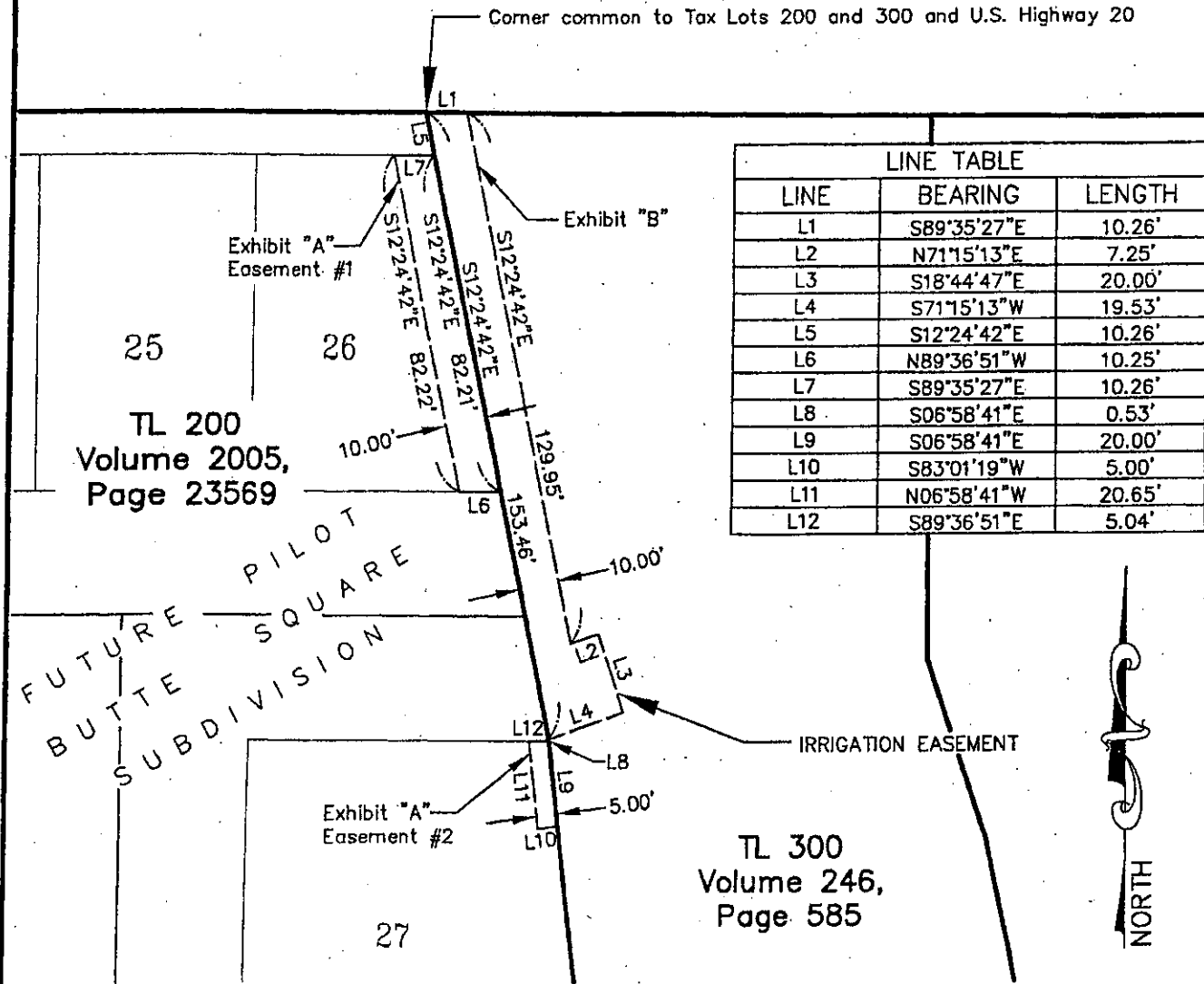
IRRIGATION EASEMENT

EXHIBIT "B" (continued)

LOCATED IN THE SE 1/4/ SW 1/4 OF SECTION 35,
TOWNSHIP 17 SOUTH , RANGE 12 EAST, WILLAMETTE MERIDIAN,
CITY OF BEND, DESCHUTES COUNTY, OREGON

U. S. HIGHWAY 20

Corner common to Tax Lots 200 and 300 and U.S. Highway 20



LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°35'27"E	10.26'
L2	N71°15'13"E	7.25'
L3	S18°44'47"E	20.00'
L4	S71°15'13"W	19.53'
L5	S12°24'42"E	10.26'
L6	N89°36'51"W	10.25'
L7	S89°35'27"E	10.26'
L8	S06°58'41"E	0.53'
L9	S06°58'41"E	20.00'
L10	S83°01'19"W	5.00'
L11	N06°58'41"W	20.65'
L12	S89°36'51"E	5.04'

SCALE: 1"= 40'
DATE: 12-15-05
WO#: 6245-EASE

OWNER TL200:
PILOT BUTTE SQUARE LLC
1028 N.E. PROVIDENCE DRIVE
BEND, OR 97701

OWNER TL300:
GARY S. ENGLISH
21336 E. HWY 20
BEND, OR 97702

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
AUGUST 22, 1975
MICHAEL W. TYE
1046

EXPIRES 6-30-06

EXHIBIT "C"

CENTRAL OREGON IRRIGATION DISTRICT PIPING SPECIFICATIONS

1. The District requires an engineered pipe plan, specifically, construction design including plan and profile views. Pipe shall meet a minimum 100 psi pressure requirement and constructed of either HDPE or C-900.
2. The District requires the easement to be set aside without any reservation for perpetuity.
3. Cleanouts are required at every abrupt angle (22.5 degree angle or greater) and every 250'. Diameter of riser shall be same diameter as main line pipe unless otherwise approved by COID.
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. Other utilities shall cross under the COID pipe unless otherwise approved by COID.
6. Trench section shall have a minimum of 4" of bedding and select material shall continue to a minimum of 18" 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.