



00549434200700285450100107

\$76.00

05/21/2007 11:36:10 AM

D-EAS Cnt=1 Stn=4 TM  
\$50.00 \$11.00 \$10.00 \$5.00

After Recording, Return To:  
City of Sisters  
PO Box 39  
Sisters, OR 97759  
Attn:

**CITY OF SISTERS, OREGON  
TEMPORARY SANITARY SEWER, WATER LINE, AND ROAD EASEMENT**

This TEMPORARY SANITARY SEWER, WATER LINE, AND ROAD EASEMENT (this "Easement") is made this 7<sup>th</sup> day of May, 2007 by and between Cold Springs LLC, an Oregon limited liability company, ("Grantor"), and the City of Sisters, Oregon, and Oregon municipal corporation ("Grantee").

**RECITALS:**

- A. Grantor is the owner of certain real property located in the City of Sisters, County of Deschutes, State of Oregon more particularly described on the attached Exhibit A (the "Property") that Grantor is developing into a project known as: "Village at Cold Springs Phase II(the "Project").
- B. Grantee desires a temporary easement to construct and maintain underground sanitary sewer and water lines and above ground road improvements and related facilities for the delivery of water and sanitary services and transportation purposes for the Project.
- C. Grantor has agreed to grant a temporary easement located on the Property subject to the terms and conditions contained herein.

**EASEMENT AND AGREEMENT:**

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the following grants, agreements, and covenants and restrictions are made:

1. **GRANT OF EASEMENT.** Grantor hereby grants to the Grantee, its successors in interest and assigns, the right to construct, install operate and maintain underground sanitary sewer and water lines and road improvements and related facilities under the Property on the Easement Area as defined in Exhibit A (attached). Grantor retains, reserves and shall continue to enjoy the use of surface of the Easement Area for such purposes as Grantor deems appropriate.
2. **DURATION OF EASEMENT.** This easement shall terminate and expire, without the necessity of any further action by the parties, upon the recording of the final plat for the first phase of the Project in the official records of Deschutes County, Oregon.
3. **EASEMENT AREA.** The "Easement Area" shall mean that portion of the Property as shown and described on the attached Exhibit A.
4. **RELOCATION RIGHTS.** Grantor shall have the right at any time, and from time to time, to relocate the Easement Area at Grantor's cost and expense.

5. MAINTENANCE AND USE:

- a. Compliance Requirements. In connection with the use of the Easement Area, the City shall comply with all applicable local, state, and federal laws, ordinances, rules and regulations.
- b. Restoration; Minimal Disruption. The City shall use commercially reasonable efforts to minimize any disruption to the Property. The City shall cause the affected portions of the Easement Area to be properly compacted and shall restore all improvements and landscaping affected in any way by work performed, whether located in the Easement Area or any other portion of the Property, to at least the condition of such improvements and landscaping as it existed prior to performing such work.
- c. Liens. The City shall not permit any claim, lien, or other encumbrance to accrue against or attaché to the Easement Area or any other portion of the Property in connection with or in any way related to the use, operation, maintenance, repair, or replacement of the Easement Area.
- d. Indemnification. The City shall indemnify, protect, defend, and hold harmless the Grantor from and against all claims, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) arising out of or resulting from the City's use of the Easement Area pursuant to this Easement.

6. GENERAL PROVISIONS:

- a. Attorneys' Fees. In the event a suit or action is instituted to enforce or interpret any provision of this Easement, the prevailing party shall be entitled to recover such amount as the court may adjudge reasonable as attorneys' fees, paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, at trial or on any appeal, in addition to all other amounts provided by law.
- b. Entire Agreement. This Easement, including the exhibits attached hereto, constitutes the entire agreement between the parties. No representations, warranties, or promises pertaining to this Easement or any property affected by the Easement have been made by, or shall be binding on, the parties, except as expressly stated in this Easement.
- c. Severability. The invalidity or unenforceability of any provision of this Easement with respect to a particular party or set of circumstances shall not in any way affect the validity of enforceability of any other provision hereof, or the same provision when applied to another party or a different set of circumstances.
- d. Non-Waiver. Failure by Grantor to enforce any of the rights, obligations, covenants or restrictions contained in this easement shall in no event be deemed a waiver of the right to enforce the same at any future time.
- e. Further Assurances. Subject to the terms and conditions hereof, each party agrees to use all reasonable efforts to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate the transactions contemplated by this Easement

as expeditiously as practicable, including, without limitation, the performance of such further acts or the execution and delivery of any additional instruments or documents as any party may reasonably request in order to carry out the purposes of this Easement and the transactions contemplated hereby.

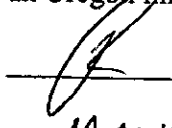
IN WITNESS WHEREOF, Grantor has executed this Easement as of the date first written above.

GRANTOR:

Cold Springs LLC,  
an Oregon limited liability company

By:

Its (title):


  
\_\_\_\_\_  
MANAGER

GRANTEE

CITY OF SISTERS, OREGON  
an Oregon municipal corporation

By:

Its (title):

  
\_\_\_\_\_  
Mayor

STATE OF OREGON           )  
  ) ss.  
County of Deschutes       )

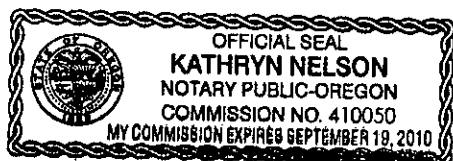
The foregoing instrument was acknowledged before me on this 8<sup>th</sup> day of  
May, 2007 by Dennis Murphy  
as Manager of Cold Springs, LLC.



Karen I Halstead  
Notary Public for Oregon  
My Commission Expires: July 4, 2010

STATE OF OREGON           )  
  ) ss.  
County of Deschutes       )

The foregoing instrument was acknowledged before me on this 10<sup>th</sup> day of  
May, 2007 by Brad Boyd  
as Mayor of City of Sisters



Kathryn Nelson  
Notary Public for Oregon  
My Commission Expires: Sept. 19, 2010

Exhibit A  
Village at Cold Springs  
Utility Easement to the City of Sisters  
Description  
May 7, 2007

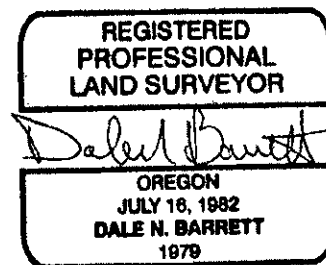
**Parcel 1**

A parcel of land in the southwest one-quarter of Section 5, Township 15 South, Range 10 East, Willamette Meridian, City of Sisters, Deschutes County, Oregon, said parcel being more particularly described as follows:

Beginning at a point on the northeasterly extension of the east line of Trinity Way, which point bears S.39°22'43"E., 893.51 feet from the northwest corner of the northeast one-quarter of the southwest one-quarter of said Section 5; thence S.00°11'25"W. along said northeasterly extension of the east line of Trinity Way, 81.00 feet to a point of nontangent curve; thence northeasterly, leaving said line, along the arc of a 125.00 foot radius curve to the right (the radius point bears S.89°48'35"E.) through a central angle of 76°06'48", 166.05 feet (chord bears N.38°14'50"E., 154.11 feet); thence N.00°11'25"E., 67.31 feet to a point of nontangent curve; thence northwesterly along the arc of a 125.00 foot radius curve to the right (the radius point bears N.14°04'37"E.) through a central angle of 76°06'48", 166.05 feet (chord bears N.37°51'59"W., 154.11 feet); thence N.89°48'35"W., 5.00 feet; thence N.00°11'25"E., 349.68 feet; thence N.89°48'35"W., 50.00 feet; thence S.00°11'25"W., 210.00 feet to a point herein defined as Point 'A'; thence continuing S.00°11'25"W., 139.68 feet; thence N.89°48'35"W., 5.00 feet to a point of nontangent curve; thence southwesterly along the arc of a 125.00 foot radius curve to the right (the radius point bears N.89°48'35"W.) through a central angle of 72°51'45", 158.96 feet (chord bears S.36°37'18"W., 148.46 feet); thence N.00°11'25"E., 209.13 feet; thence N.89°48'35"W., 35.00 feet; thence S.00°11'25"W., 219.68 feet; thence N.89°48'35"W., 34.34 feet to a point herein defined as Point 'B'; thence S.00°11'25"W., 50.00 feet; thence S.89°48'35"E., 36.90 feet; thence S.00°11'25"W., 129.68 feet; thence S.89°48'35"E., 35.00 feet; thence N.00°11'25"E., 118.31 feet to a point of nontangent curve; thence southeasterly along the arc of a 125.00 foot radius curve to the right (the radius point bears S.18°33'37"W.) through a central angle of 71°37'48", 156.27 feet (chord bears S.35°37'29"E., 146.29 feet); thence N.00°11'25"E., 81.00 feet; thence S.89°48'35"E., 60.00 feet to the Point of Beginning.

Contains 1.632 acres, more or less.

CONTINUED ON NEXT PAGE



RENEWAL DATE: DEC. 31, 07

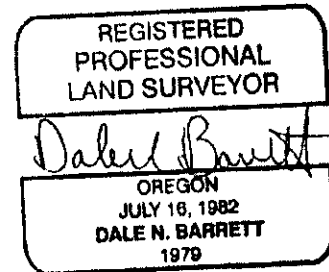
**Parcel 2**

A parcel of land in the southwest one-quarter of Section 5, Township 15 South, Range 10 East, Willamette Meridian, City of Sisters, Deschutes County, Oregon, said parcel being more particularly described as follows:

Beginning at the above-described Point 'A'; thence N.89°48'35"W., 93.17 feet; thence N.00°11'25"E., 90.00 feet; thence N.89°48'35"W., 35.00 feet; thence S.00°11'25"W., 90.00 feet; thence N.89°48'35"W., 513.48 feet to a point of nontangent curve; thence northwesterly along the arc of a 50.00 foot radius curve to the left (the radius point bears S.60°11'25"W.) through a central angle of 30°28'26", 26.59 feet (chord bears N.45°02'48"W., 26.28 feet); thence N.00°17'01"W., 46.70 feet; thence S.89°42'59"W., 50.00 feet; thence S.00°17'01"E., 46.70 feet to a point of nontangent curve; thence southeasterly along the arc of a 50.00 foot radius curve to the left (the radius point bears S.30°17'01"E.) through a central angle of 120°00'00", 104.72 feet (chord bears S.00°17'01"E., 86.60 feet); thence S.00°17'01"E., 341.15 feet; thence N.89°42'59"E., 50.00 feet; thence N.00°17'01"W., 341.15 feet to a point of nontangent curve; thence northwesterly along the arc of a 50.00 foot radius curve to the left (the radius point bears N.30°17'01"W.) through a central angle of 29°31'34", 25.77 feet (chord bears N.44°57'12"E., 25.48 feet); thence S.89°48'35"E., 641.64 feet; thence N.00°11'25"E., 50.00 feet to the Point of Beginning.

Contains 1.419 acres, more or less.

CONTINUED ON NEXT PAGE



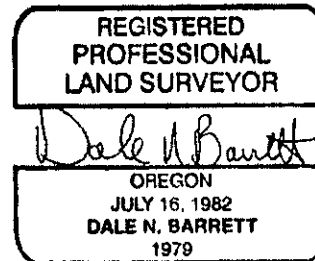
DATE: DEC. 31, 07

**Parcel 3**

A parcel of land in the southwest one-quarter of Section 5, Township 15 South, Range 10 East, Willamette Meridian, City of Sisters, Deschutes County, Oregon, said parcel being more particularly described as follows:

Beginning at the above-described Point 'B'; thence S.00°11'25"W., 50.00 feet to a point of nontangent curve; thence southwesterly along the arc of a 64.68 foot radius curve to the right (the radius point bears N.67°04'12"W.) through a central angle of 61°26'44", 69.36 feet (chord bears S.53°39'11"W., 66.08 feet); thence S.00°11'25"W., 90.33 feet; thence N.89°48'35"W., 25.00 feet; thence N.00°11'25"E., 90.00 feet; thence N.89°48'35"W., 416.57 feet; thence N.00°17'01"W., 45.00 feet; thence S.89°48'35"E., 364.89 feet; thence N.00°00'00"W., 39.35 feet; thence N.89°48'35"W., 365.09 feet; thence N.00°17'01"W., 45.00 feet; thence S.89°48'35"E., 415.08 feet; thence N.00°11'25"E., 180.00 feet; thence S.89°48'35"E., 25.00 feet; thence S.00°11'25"W., 180.12 feet to a point of nontangent curve; thence southeasterly along the arc of a 64.68 foot radius curve to the right (the radius point bears S.03°43'43"W.) through a central angle of 63°43'20", 71.93 feet (chord bears S.54°24'37"E., 68.28 feet) to the Point of Beginning.

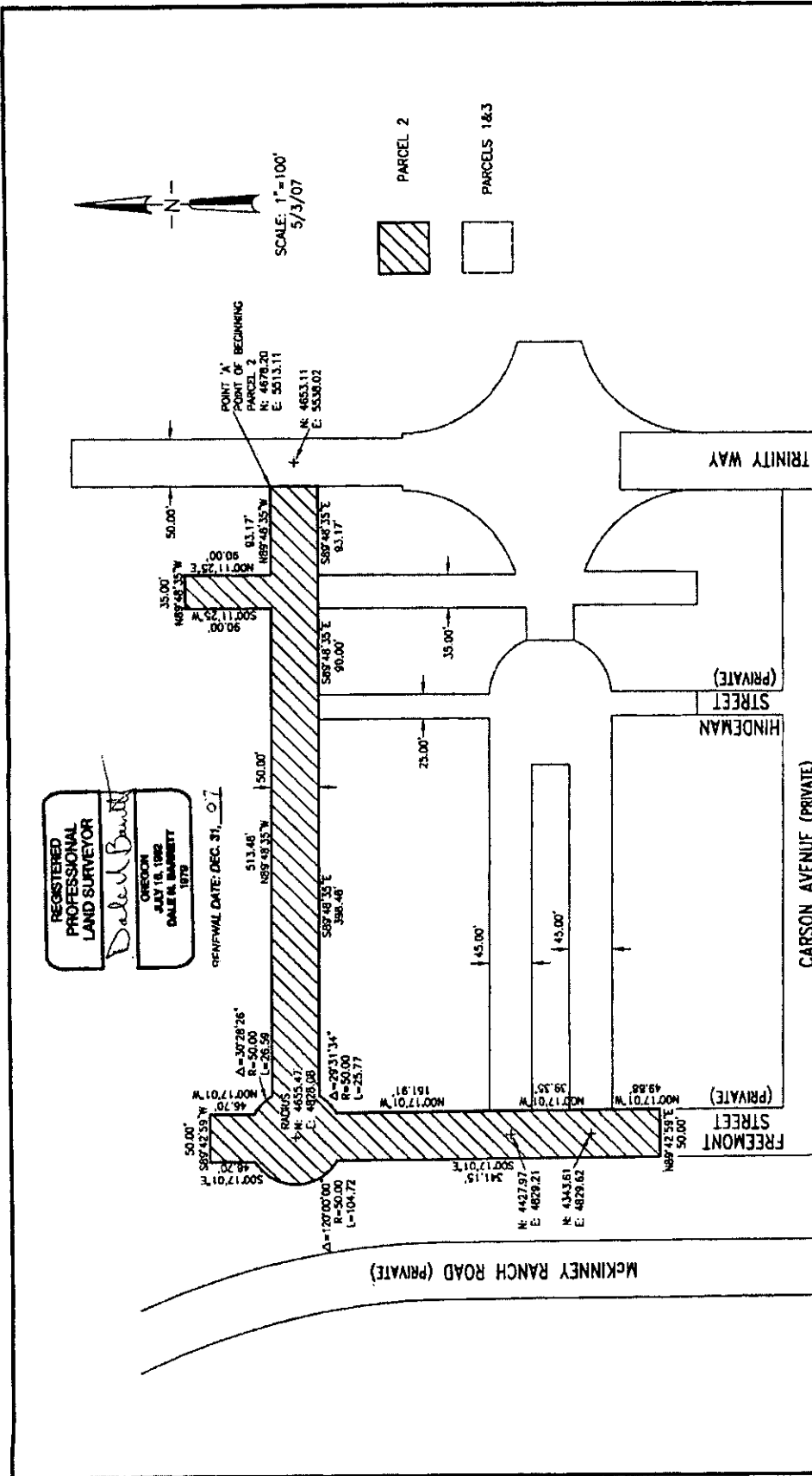
Contains 1.266 acres, more or less.



Renewal Dec. 31, 07







E. HUFFMAN Calculated Date 5/3/07		5/3/07	
D. BARRETT Drawn Date 5/4/07		5/4/07	
Checked		Date	
UTILITY EASEMENT TO THE CITY OF SISTERS - PARCEL 2 SECTION 5, T.15S., R.10E., W.M. DESCHUTES COUNTY, OREGON		otak surveyor engineer planner	
2 OF 3 Sheet No.		13806 Project No.	

