

EASEMENT AGREEMENT

DATE: _____, 2023

PARTIES: CITY OF JOHN DAY, OREGON, a municipal corporation, (herein, "Grantor")

GREGORY JACKSON and MELODY J JACKSON, Trustees of the Restatement of the Greg and Melody Jackson Trust u/a/d 3/21/200, as amended, (herein, "Grantee")

RECITALS:

A. Grantor is a municipal corporation organized under the laws of the state of Oregon and is the owner of the real property described estate, in Grant County, Oregon Deed Instrument No. 20201017;

B. Grantee is the owner of real property, the dominant estate, described on Exhibit B, attached hereto and by this reference made a part hereof, and also of water rights to irrigate said property;

C. The source of Grantee's water rights is located on the parcel described in Grant County, Oregon Deed Instrument No. 932372;

D. For years grantee has transported water to the property on Exhibit B through a pipeline that in part, lies under the real property described in Exhibit A, attached are two and by this reference made a part hereof;

NOW, THEREFORE, for good and valuable consideration the parties agree as follows:

1. The Recitals set forth above are true, accurate and material part of this agreement and are incorporated herein as if fully set forth.

2. Grantor hereby grants to Grantee a perpetual exclusive easement across the property described in Grant County, Oregon Deed Instrument No. 20201017 for

access to, use, maintenance, operation, repair, replacement and reconstruction of a water line to convey Grantee's duty of water in accordance with its established water rights. The easement is described on Exhibit A and is subject to the following terms and conditions.

3. The easement shall be twenty (20) feet in width, ten (10) feet on either side of the existing pipeline. In addition to Grantee's existing pipeline. Grantee shall place a sleeve in the easement, to City specifications in order to accommodate the insertion of an additional pipeline in order to replace the existing one should it fail after road improvements have been completed. Any additional installations in the easement by the Grantee shall be at a depth of at least the same as the present pipeline. Grantor anticipates improvement of its property by construction and maintenance of a roadway comprised of base rock and asphaltic concrete 24 feet in width. Until the placement and compaction rock or asphaltic concrete, Grantee shall have the right to dig on Grantor's property described on Exhibit A for the insertion of a sleeve or pipeline provided that upon completion of laying the sleeve or pipeline that Grantee fills and back fills the trench with material compacted to specifications approved by Grantee. All such construction shall be at the sole cost and expense of the Grantee. Once paving of any portion of the easement has been accomplished by Grantor, Grantee shall not be allowed to further excavate in the paved area. Grantee shall be entitled to continue excavation in the easement in unpaved areas provided the same is completed in a good and workmanlike manner.

4. Grantor and Grantee agree to save, hold harmless and indemnify each other from any and all claims, damages, court costs and attorney's fees on account of any damage or injury caused to the property described on Exhibits A by the other.

5. Except for the easement granted herein, Grantor shall retain full use and enjoyment of its property.

6. This easement shall inure to the benefit of the parties, their heirs, personal representatives, successors and assigns in perpetuity.

7. The parties have negotiated this Easement Agreement in good faith and I both participated in its creation and form. Accordingly, the rule of construction that any ambiguity is to be construed against the party drafting an agreement, shall not apply.

IN WITNESS WHEREOF the parties have set their name on the day and date first above written.

Trustees of the Restatement of the Greg and Melody Jackson Trust U/A/D 3/21/200.

Gregory Jackson, Trustee

Melody J. Jackson, Trustee

CITY OF JOHN DAY, OREGON

Printed name: _____
Title: _____

Printed name: _____
Title: _____

STATE OF OREGON, County of Grant) ss:

Personally appeared the above named Gregory Jackson and Melody J Jackson, Trustees of the Restatement of the Greg and Melody Jackson Trust U/A/D 3/21/200 and acknowledged the foregoing to be each of their voluntary act and deed.

Before me this ____ day of _____, 2023.

Notary Public for Oregon
My commission expires: _____

STATE OF OREGON, County of Grant) ss:

Personally appeared the above named _____ and _____, the _____ and _____ of The City or John Day, Oregon, and boeing thereunto duly authorized, acknowledged the foregoing to be each of their voluntary act and deed.

Before me this ____ day of _____, 2022.

Notary Public for Oregon
My commission expires: _____

EXHIBIT A
Access Easement Description

A strip of land in the SE1/4 Section 22, T.13S., R.31E., W.M., City of John Day, Grant County, Oregon;

A private water line easement on, over, under and across that certain tract of land described in Deed Instrument No. 20201017, Deed Records of Grant County, Oregon. Said easement being 20 feet in width, 10 feet on each side of the following described centerline:

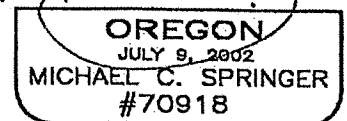
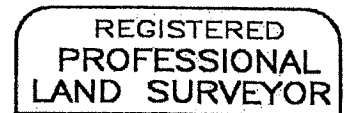
Beginning at a point on the west boundary line of that certain tract of land described in said Deed Instrument No. 20201017, said point being S.00°23'30"E., 39.00 feet from the monumented northwest corner of said tract;

thence N.22°00'00"E., 42.23 feet to a point on the north line of the tract described in said Deed Instrument No. 20201017 and the terminus of the herein described centerline.

All according to EXHIBIT B, attached hereto by this reference.

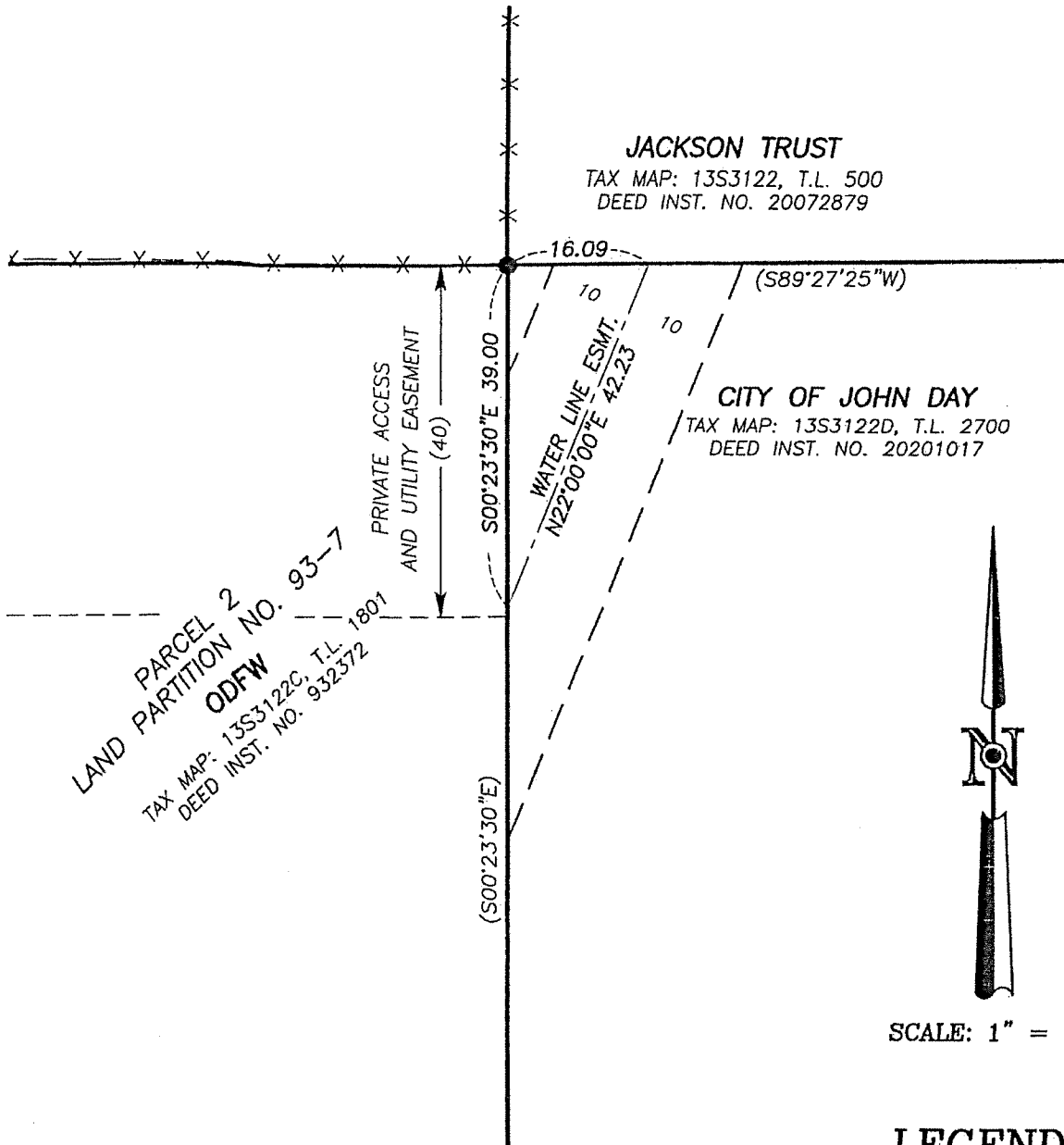
Prepared by:
Benchmark Land Surveying, Inc.
217 N. Canyon Blvd.
John Day, Oregon 97845
(541) 575-1251

January 31, 2022



EXPIRES: 6/30/2022

EXHIBIT B
SKETCH SHOWING A 20 FT. WIDE WATER LINE EASEMENT
 SITUATED IN THE SE1/4 SECTION 22, T.13S., R.31E., W.M.,
 CITY OF JOHN DAY, GRANT COUNTY, OREGON



SCALE: 1" = 20'

LEGEND

- FOUND RECORD SURVEY MONUMENT
- X—X FENCE LINE
- () RECORD BEARING AND/OR DISTANCE

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR

Michael G. Springer
 OREGON
 JULY 9, 2002
 MICHAEL G. SPRINGER
 #70918

EXPIRES: 6/30/2022

PREPARED FOR: GREG JACKSON

PREPARED BY: BENCHMARK LAND SURVEYING, INC.
 217 N. CANYON BLVD.
 JOHN DAY, OR 97845
 (541) 575-1251

JANUARY 31, 2022