

City of La Pine

Water and Wastewater System Improvements – Temporary Construction Easement

Project: City of La Pine Water and Wastewater System Improvement Project (the “Project”)

Property: _____, La Pine, Oregon 97739 (the “Property”)

Property Owner: _____

As described in the cover letter, City of La Pine (“City”) intends to construct and install new water and sewer service lines, a septic tank, and related improvements on the Property (the “Work”) so you may connect to City services. City anticipates that the overall Project work will commence during Fall 2020 and near completion by fall 2022. City expects that the Work on the Property will only take a few days (the “Work Period”). After installation of the water and sewer service lines, septic tank, and related improvements (collectively, the “Improvements”), City will connect the lines to City’s water and sewer systems. In order to complete the Work, City needs a temporary construction easement over a portion of the Property. The temporary easement will expire and be of no further force and effect after the Improvements have been installed and connected to City’s water and sewer systems. However, once City completes the Work, City will need a permanent utility easement on the Property for purposes of accessing and maintaining the Improvements.

While the Project will benefit City and City residents, installation of the Improvements is intended to benefit the Property owner. If you decide to not grant City the easements (i.e., if negotiations fail to result in an amicable agreement), City will not acquire the easements. You would then be responsible for the expense and construction on your own to connect to City’s system. Granting the easements will avoid future significant costs and expenses you will incur to connect to City’s water and sewer systems when service is available.

Be advised that (a) Section 4.6 of Ordinance No. 2015-04 (the “Water Ordinance”) provides, in pertinent part, that all premises must connect to City water service (if City water service is available) regardless of whether a private water system is available, and (b) under Section 4.2 of Ordinance No. 2015-05 (the “Sewer Ordinance”), all properties used for human occupancy must hook up to the sewer system if public sewer is within six hundred feet (600’) of the property line. Thus, pursuant to the Water Ordinance and Sewer Ordinance, once service is available (i.e., upon completion of the Project) the Property will be required to connect to City’s systems. This underscores the benefit of connecting to City’s systems now, at City’s cost and expense.

At this time, City is requesting that you sign the acknowledgment below and grant City a temporary construction easement for purposes of completing the Work. For your convenience, I have enclosed with this letter a general depiction of the temporary construction easement area to provide perspective (see Exhibit A). Please note that the depiction is a generalized schematic. The actual location of the Improvements on the Property and the permanent easement area will be finalized during the Work. Minimal interruption of water and sewer service will occur (a few hours) during the Work. We will work with you to determine the preferred locations for the Improvements. In addition, as the Project work commences, we will provide you anticipated dates of the Work Period. Once the Work is completed, we will contact you regarding the permanent easement.

Temporary Construction Easement

By signing the acknowledgment below, _____ (“Owner”) hereby acknowledges and agrees to the following:

1. Owner grants City a temporary construction easement under and over that portion of the Property (as defined above) generally identified on the enclosed depiction, which depiction may be amended to reflect the actual easement area. City will provide Owner the amended easement area, if any, prior to commencement of the Work (as defined above). The easement granted by Owner is without charge, nonexclusive, and does not grant or convey any other interest in or to the Property except as provided herein.

2. The easement will be used to perform the Work. Owner grants City and City’s officers, employees, contractors, agents, and representatives (individually and collectively, “City Representative(s)”) permission to

access and enter the Property for purposes of completing the Work during the Work Period. City Representatives will perform Work during City's regular business hours.

3. Owner may use the easement area provided Owner's use does not unreasonable interfere with the easement and/or the Work. Owner will not disrupt, damage, and/or interfere with the easement and/or City's use of the easement area. Owner will place no above structures or improvements upon the easement area.

4. The easement includes the right of access, ingress, and egress (and to that end, cross over, under, through and upon) the Property for the purpose of accessing the easement area.

5. The temporary construction easement will terminate and be of no further force and effect upon Owner's execution of a permanent easement agreement pursuant to which Owner will grant City a permanent easement under and over a portion of the Property for purposes of accessing and maintaining the Improvements. Owner's agreement to grant City the permanent easement (and execute a permanent easement agreement in form and substance acceptable to City) is a material inducement for City's performance of the Work and installation of the Improvements for and on behalf of Owner.

Please sign the acknowledgement and return it with the cover letter and this temporary construction easement to me no later than June 1, 2020. For your convenience we have included a pre-addressed, pre-stamped return envelope. As mentioned above, City will work with you to determine the preferred locations for the Improvements. In addition, as the Project work commences, we will provide you anticipated dates of the Work Period.

Melissa Bethel,
La Pine City Manager

Acknowledgement:

Owner acknowledges and agrees that (a) Owner is the owner of the Property and has full power and authority to grant the easement described herein, (b) Owner will provide any Property tenants (and successors and/or assigns) notice of the Work and the easement described herein, and (c) Owner has read the cover letter and this temporary construction easement and had an opportunity to investigate and examine, and to ask questions and receive answers concerning, the easement and the Work and is voluntarily signing this acknowledgment.

Please Circle One: Property [is] / [is not] tenant-occupied.

Date: _____

(Please Print) _____

Exhibit A
General Depiction

[attached]