Deschutes County Official Records
Steve Dennison, County Clerk
2025-05196
01550382202500051960110110
D-EAS Cnt=1 Pgs=11 Stn=4
$55.00 $11.00 $61.00 $10.00 $6.00
03/05/2025 12:49 PM
$143.00

After recording return to:
Bend Park and Recreation District
799 SW Columbia Street
Bend, Oregon 97702

TRAIL EASEMENT
Skyline Ranch Subdivision

This Trail Easement (this "**Easement**") is made and entered into this 21st day of February, 2025, by and between Skyline Ranch Development, Inc., an Oregon corporation ("**Grantor**"), whose address is PO Box 5153, Bend, Oregon 97708, and Bend Park & Recreation District, an Oregon special district ("**Grantee**"), whose address is 799 SW Columbia Street, Bend, Oregon 97702.

RECITALS

A. Grantor owns or controls that certain real property in Deschutes County, Oregon, legally described on the attached **Exhibit A** (the "**Property**").

B. The Property is subject to that certain management plan entitled "Wildlife Habitat and Forest Health Management Plan," (the "Plan").

C. Grantee desires to construct and operate a public trail on the Property to connect other segments of public trail in the vicinity of the Property operated by Grantee.

D. Subject to the terms and conditions of this Easement, Grantor agrees to grant the requested easement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Grant of Easement.** Grantor hereby grants and conveys to Grantee, a perpetual non-exclusive easement in, on, over, and under that portion of the Property described and depicted in the attached **Exhibits B** and **C** (the "**Easement Area**").

2. **Purposes of Easement.** Grantee, its employees, agents, independent contractors, invitees, and the general public may use the Easement Area as a public trail. In conjunction with such use, Grantee may construct, install, reconstruct, maintain, inspect, operate, use, repair, and replace a non-paved (i.e. gravel, dirt, bark chip, or other pervious material) single-track (having a tread not exceeding five feet in width) pedestrian and bicycle trail and related improvements including, without limitation, fencing, pet waste stations, benches, and signage (collectively, the "**Trail Improvements**") within the Easement Area, provided, however, that all Trail Improvements must comply with the Plan.

3. **Construction; Maintenance.** The costs and responsibility of initial construction of the Trail Improvements within the Easement Area will be the responsibility of Grantee. After initial construction of the Trail Improvements, Grantee will be responsible for maintenance and repair of the Trail Improvements and may relocate the Trail within the Easement Area at Grantee's expense. Grantee's maintenance and repair obligations include, without limitation, trash removal and sign maintenance but expressly exclude snow and ice removal. Notwithstanding anything herein to the contrary, Grantor will be

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responsible for maintaining the landscaping within the Easement Area, except landscape maintenance required in connection with the construction, use, maintenance, or repair of the Trail Improvements which shall be the responsibility of Grantee and shall be performed in accordance with the provisions of the Plan. Grantee will be responsible for monitoring and control of noxious/invasive weeds in accordance with the Plan within the Easement Area. Notwithstanding anything in this Easement to the contrary, Grantee may operate motor vehicles and other motorized equipment within the Easement Area for the purposes of constructing, repairing, and maintaining the Trail Improvements and for emergency access.

4. **Reservation of Rights to Use Easement Area.** Provided such uses do not materially interfere with Grantee's rights under this Easement or the public's use of the Trail Improvements, Grantor retains the right to use the surface and subsurface of the Easement Area. Specifically, Grantor reserves the right to plant and maintain landscaping and to allow utility lines to be installed under, across and within the Easement Area subject to Grantee's review and approval. Grantee shall not damage or cause interference with the operations of any permitted improvements or facilities installed by Grantor or other authorized users of the Easement Area. Grantor shall repair any damage caused to the Trail Improvements within the Easement Area resulting from Grantor's use of the Easement Area.

5. **Obligations of Grantee**. In making use of the Easement Area, Grantee shall:

a. Construct and maintain the Trail Improvements in compliance with applicable law and the Plan;

b. Any fencing constructed or installed by Grantee must be designed to permit wildlife passage and constructed of a rough-hewn, split- rail wooden fence, the distance between the ground and the bottom strand of board of the fence shall be at least fifteen inches and the top rail of the fence shall not exceed thirty-six inches above ground level;

c. Use reasonable efforts to provide for the safety and convenience of all persons using the Easement Area;

d. Maintain, repair, and replace the Trail Improvements and Easement Area so that they are in good order, condition, and repair and continuously safe for public use except that Grantee is not obligated to do any snow or ice removal within the Easement Area;

e. Except as provided in Section 4 above, in the event of any damage or destruction to the Easement Area, Grantee shall promptly repair the Easement Area to substantially the same condition as existed immediately prior to such damage or destruction.

f. Install and maintain signage to notify the public that the Easement Area is located within a private wildlife conservation area, that off trail travel is strictly prohibited, that all dogs must be kept on a leash and are restricted to the Easement Area, and that the public must adhere to other requirements set forth in the Plan and this Easement;

g. Prohibit the use of motorized vehicles by the public except for electric assisted bicycles as defined in ORS 801.258 and as otherwise required to comply with the American with Disabilities Act (the "ADA"), provided, however, that "other power-driven mobility devices" (as defined in OAR 736-010-0015) must be capable of being turned around in the trail tread in a safe manner, must have the capacity to safely negotiate trail features and obstructions, may not be powered by an internal combustion engine, and may only be used by people with mobility disabilities as defined in the ADA;

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h. Prohibit hunting or the use of firearms or fireworks; and

i. Prohibit the use of drones.

6. **Liens**. Grantee shall not permit any claim, lien or other encumbrance arising from Grantee's use of the Easement Area to accrue against or attach to the Easement Area or the Property.

7. **Assignment**. Grantee may not assign or transfer its interest in the Easement Area without Grantor's prior written consent, which shall not be unreasonably withheld.

8. **Easement Runs with Land**. This Easement runs with the Property and will be binding upon and inure to the benefit of all current and future interest holders in the Property. This Easement will be binding upon and inure to the benefit of Grantee and, subject to Section 7, Grantee's successors and assigns.

9. **Indemnification**. Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260-30.300 and the Oregon Constitution Article XI, Section 7, Grantee shall indemnify, defend, and hold harmless Grantor, Grantor's members, managers, representatives, employees, contractors, agents, invitees, and their respective heirs and assigns (collectively, "Grantor Parties") for, from, and against any and all claims, liabilities, costs, and expenses arising out of: (a) any act or omission of Grantee in connection with the construction, operation, or maintenance of the Trail Improvements; or (b) the failure of Grantee to comply with the terms and provisions of this Easement. Notwithstanding the foregoing, Grantee's indemnification obligations will not apply to any claims, liabilities, costs, or expenses arising from or related to any negligent, intentionally wrongful, or unlawful act of any Grantor Parties.

10. **Grantor Representations**. Grantor warrants and represents to Grantee that (i) Grantor is the owner of the Property and has all right and authority to enter into the Easement; (ii) entering to this Easement does not conflict with any agreement, judgment, arrangement, covenant, condition, or restriction to which Grantor or the Property is subject; and (iii) the Property is free and clear of all liens.

11. **Arbitration**. In the event of a dispute concerning this Easement, Grantor and Grantee shall initially attempt to mediate such matter in good faith. In the event the parties are unable to successfully mediate any such dispute, such dispute will be resolved before a single arbitrator and in accordance with the then-current rules of the Arbitration Service of Portland, Inc. Judgement upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction. Such arbitration shall take place in Deschutes County, Oregon. The decision of the arbitrator shall be final and binding upon the parties, and the fee of the arbitrator shall be shared equally by the parties. A party may seek from a court an order to compel arbitration, or any other interim relief or provisional remedies pending an arbitrator's resolution of any dispute, controversy, or claim.

12. **Attorney Fees**. If arbitration or litigation is instituted with respect to this Easement, the prevailing party shall be entitled to recover from the losing party, in addition to all other sums and allowable costs, its reasonable attorneys' fees, both in preparation for and at trial and any appeal or review, such amount to be set by the court before which the matter is heard. The parties consent to jurisdiction and agree that venue shall be proper in the state courts located in Deschutes County, Oregon.

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13. **Severability**. If any term or provision of this Easement is determined to be unenforceable in any respect, the enforceability of the term or provision in any other respect and of the remaining terms and provisions of this Easement will not be impaired. It is the intent that this Easement be enforceable to the fullest extent permitted by law.

14. **Waiver.** No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. No waiver of any breach of any of the easements, covenants, or agreements contained herein shall be construed as, or constitute, a waiver of any other breach or a waiver, acquiescence in, or consent to any further or succeeding breach of the same or any other easement, covenant, or agreement.

15. **Representation.** The parties acknowledge and agree that they have retained independent counsel in the preparation of this Easement or knowingly waived the right to do so. The rule of construction that ambiguities be resolved against the drafter will not apply to this Easement.

[signatures on next page]

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Grantor:

SKYLINE RANCH DEVELOPMENT, INC.
an Oregon corporation

Print Name: Kyle Coats

Title: Vice President

Date: 02/21/25

STATE OF OREGON)
) ss.
County of Deschutes)

The foregoing instrument was acknowledged before me this 21st day of February, 2025, by Taylor Johnson, and Kyle Coats for Skyline Ranch Development, Inc., an Oregon corporation.

OFFICIAL STAMP
TAYLOR JANRIE JOHNSON
NOTARY PUBLIC-OREGON
COMMISSION NO. 1032262
MY COMMISSION EXPIRES JANUARY 2, 2027

Taylor Johnson
Notary Public for Oregon
My Commission Expires: 01.02.2027

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Grantee:

BEND PARK & RECREATION DISTRICT,
an Oregon special district

Michelle Healy

Print Name: Michelle Healy

Title: Executive Director

Date: 3/4/2025

OFFICIAL STAMP
SHEILA CAROL REED
NOTARY PUBLIC-OREGON
COMMISSION NO. 1020814
MY COMMISSION EXPIRES JANUARY 17, 2026

STATE OF OREGON)
) ss.
County of Deschutes)

The foregoing instrument was acknowledged before me this 4 day of March, 2025, by Michelle Healy, executive director for Bend Park & Recreation District, an Oregon special district.

Notary Public for Bend Park and Recreation
My Commission Expires: January 17, 2026

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Exhibit A
Skyline Ranch

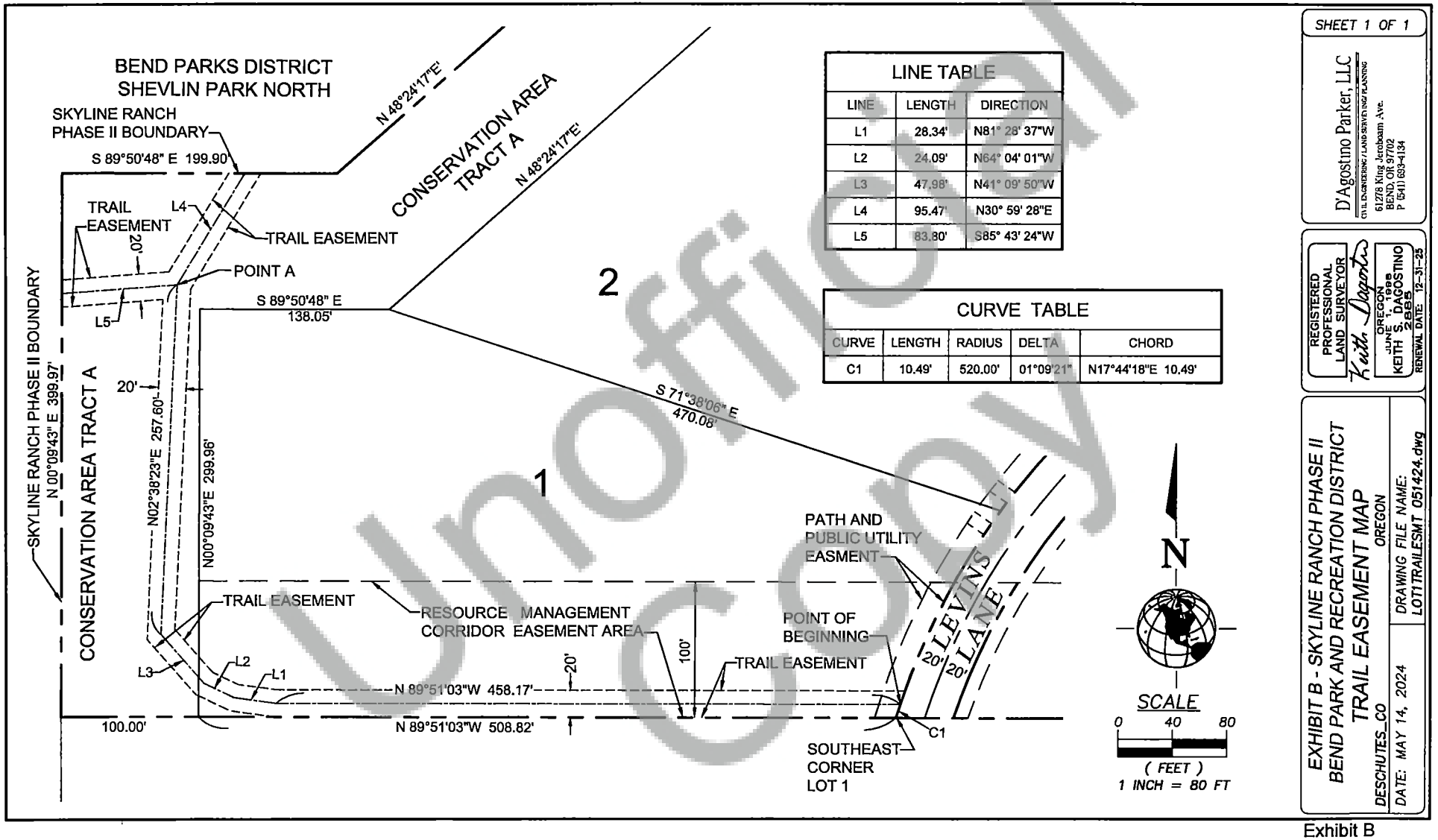
All those lands within the Southeast Quarter of Section 23, and the West half of Section 24, Township 17 South, Range 11 East, Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

Skyline Ranch Phase II as per Plat recorded March 24, 2022 as Instrument No. 2022-12291, Official Records, Deschutes County, Oregon;

And, Skyline Ranch Phase III as per Plat recorded February 27,2024 as Instrument No. 2024-04533, Official Records, Deschutes County, Oregon.



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LINE TABLE		
LINE	LENGTH	DIRECTION
L1	28.34'	N81° 28' 37"W
L2	24.09'	N64° 04' 01"W
L3	47.98'	N41° 09' 50"W
L4	95.47'	N30° 59' 28"E
L5	83.80'	S85° 43' 24"W

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD
C1	10.49'	520.00'	01°09'21"	N17°44'18"E 10.49'

SHEET 1 OF 1

D'Agostino Parker, LLC
CIVIL ENGINEERING / LAND SURVEYING / PLANNING
61276 King Jenbaum Ave.
BEND, OR 97702
P (541) 693-4134

REGISTERED PROFESSIONAL LAND SURVEYOR
OREGON
JUNE 5, 2018
KEITH S. DAGOSTINO
2885
RENEWAL DATE: 12-31-25

EXHIBIT B - SKYLINE RANCH PHASE II
BEND PARK AND RECREATION DISTRICT
TRAIL EASEMENT MAP
OREGON

DESCHUTES_CO
DATE: MAY 14, 2024
DRAWING FILE NAME:
LOT1TRAILESMT 051424.dwg

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Exhibit B
Trail Easement

All that portion of Lot 1 and Conservation Area Tract A, Skyline Ranch Phase II, as per Plat recorded March 24, 2022 as Instrument No. 2022-12291, Official Records, Deschutes County, Oregon; lying within the Northwest Quarter of the Southeast Quarter of Section 23, Township 17 South, Range 11 East, Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

A strip of land 20' feet wide, the centerline of which is described as follows:

Commencing at the Southeast corner of said Lot 1, said corner also being on the west right-of-way line of Levins Lane;

Thence Northeasterly along the east line of said Lot 1 and the west right-of-way of Levins Lane, along the arc of 520.00 foot radius curve to the right, through a central angle of 01°09'21", an arc length of 10.49 feet, the chord of which bears North 17°44'18" East 10.49 feet, to the **True Point of Beginning;**

Thence North 89°51'03" West 458.17 feet;
Thence North 81°28'37" West 28.34 feet;
Thence North 64°04'01" West 24.09 feet;
Thence North 41°09'50" West 47.98 feet;
Thence North 02°38'23" East 257.60 feet to Point A;
Thence North 30°59'28" East 95.47 feet to the Boundary of said Skyline Ranch Phase II.

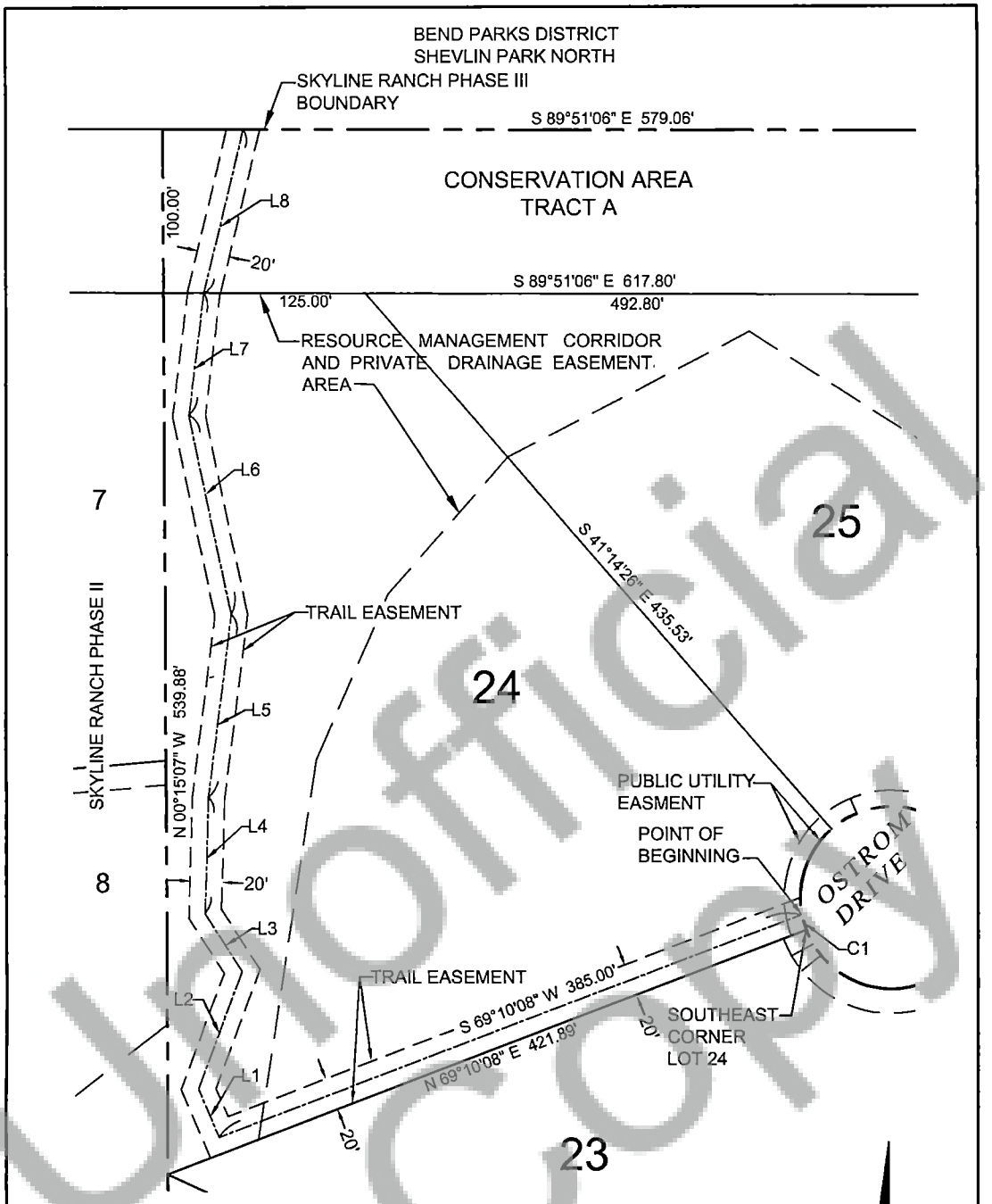
Together with: A strip of land 20' feet wide, the centerline of which is described as follows:

Beginning at Point A as described above;
Thence South 85°43'24" West 83.80 feet to the Boundary of said Skyline Ranch Phase II.

The sidelines of said 20' wide strips shall be shortened or lengthened to terminate at the Boundaries of Skyline Ranch Phase II, and at the east line of said Lot 1.



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LINE TABLE		
LINE	LENGTH	DIRECTION
L1	32.14'	N23° 37' 53"W
L2	77.18'	N20° 30' 17"E
L3	42.25'	N32° 56' 39"W
L4	71.50'	N01° 47' 03"E
L5	113.00'	N07° 09' 32"E
L6	124.34'	N12° 31' 11"W
L7	75.58'	N07° 51' 20"E
L8	102.91'	N13° 48' 31"E

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD
C1	10.05'	56.00'	10°17'10"	N15°41'16"W 10.04'

EXHIBIT C -SKYLINE RANCH PHASE III
BEND PARK AND RECREATION DISTRICT
TRAIL EASEMENT MAP
DESCHUTES_CO *OREGON*
DATE: JUNE 10, 2024
DRAWING FILE NAME: LOT24TRAILESMT061024.dwg

REGISTERED PROFESSIONAL LAND SURVEYOR
Keith Dagostino
OREGON JUNE 1, 1998 KEITH S. DAGOSTINO 2885
RENEWAL DATE: 12-31-25

D'Agostino Parker, LLC
CIVIL ENGINEERING / LAND SURVEYING / PLANNING
61275 King Jeroboam Ave.
BEND OR 97702
P 541 693-4134

SHEET 1 OF 1

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Exhibit C
Trail Easement

All that portion of Lot 24 and Conservation Area Tract A, Skyline Ranch Phase III, as per Plat recorded February 27, 2024 as Instrument No. 2024-04533, Official Records, Deschutes County, Oregon; lying within the Northeast Quarter of the Southeast Quarter of Section 23, Township 17 South, Range 11 East, Willamette Meridian, Deschutes County, Oregon, more particularly described as follows:

A strip of land 20 feet wide, the centerline of which is described as follows:

Commencing at the Southeast corner of said Lot 24, said corner also being the most northerly corner of Lot 23 of said Skyline Ranch Phase III, and also being on the right-of-way line of Ostrom Drive;

Thence Northerly along the east line of said Lot 24 and the right-of-way of Ostrom Drive, along the arc of 56.00 foot radius curve to the right, through a central angle of 10°17'10", an arc length of 10.05 feet, the chord of which bears North 15°41'16" West 10.04 feet, to the **True Point of Beginning;**

Thence South 69°10'08" West 385.00 feet;
Thence North 23°37'53" West 32.14 feet;
Thence North 20°30'17" East 77.18 feet;
Thence North 32°56'39" West 42.25 feet;
Thence North 01°47'03" East 71.50 feet;
Thence North 07°09'32" East 113.00 feet;
Thence North 12°31'11" West 124.34 feet;
Thence North 07°51'20" East 75.58 feet;
Thence North 13°48'31" East 102.91 feet to the North Boundary of said Skyline Ranch Phase III.

The sidelines of said 20 foot wide strip shall be lengthened or shortened to terminate at the south and east lines of said Lot 24, and at the north line of said Conservation Tract A and the North Boundary of Skyline Ranch Phase III.

REGISTERED
PROFESSIONAL
LAND SURVEYOR
Keith Dagostino
OREGON
JUNE 1, 1988
KEITH S. DAGOSTINO
2885
RENEWAL DATE: 12-31-25

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