

RECORDING REQUESTED BY;  
AND AFTER RECORDING  
SHOULD BE RETURNED TO:  
Ryan C. Westhoff, Esq.  
Dentons US LLP  
4520 Main St #1100  
Kansas City, MO 64111

SPACE ABOVE THIS LINE FOR RECORDER'S USE

---

---

LIFT STATION EASEMENT

This Lift Station Easement (“**Easement**”) is made this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by \_\_\_\_\_, a \_\_\_\_\_, whose mailing address is \_\_\_\_\_ (“**Grantor**”), in favor of the City of Hermiston, an Oregon municipal corporation, whose mailing address is \_\_\_\_\_ (“**Grantee**”).

WITNESSETH:

For TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which is acknowledged, Grantor hereby grants, bargains and conveys to the Grantee, its successors and assigns, a permanent non-exclusive easement in, over, across, on, under and through the real property located in Umatilla County, Oregon, described and depicted in Exhibit “A” attached hereto and incorporated herein by reference (the “**Easement Area**”) for the sole purposes of constructing, operating and maintaining a wastewater lift station and ancillary improvements (collectively, the “**Facilities**”) and ingress, egress and access to carry out the purposes of this Easement.

Grantee covenants and agrees to the following:

1. The Facilities shall be constructed, operated and maintained by Grantee at Grantee’s sole cost and expense and in compliance with all applicable federal, state, county, university and local laws, ordinances, policies, rules and regulations.
2. The Facilities shall be and remain the property of Grantee, and Grantee shall have the sole responsibility to repair and maintain the Facilities in good and safe condition. Grantee further acknowledges and agrees that Grantor has no obligation or responsibility, under this Easement or otherwise, to protect the health, safety or property of Grantee or others exercising the rights granted herein, provided that Grantor covenants not at anytime to unreasonably interfere with or intentionally damage said Facilities.
3. Grantee shall exercise the rights granted herein, so far as is practicable, in a manner so as to minimize any disruption or disturbance to Grantor’s Property (as defined herein) and the operations and activities of Grantor and its tenants, contractors,

employees or licensees or occupants thereon and without doing any unreasonable damage.

4. Grantee agrees to promptly repair, replace and restore, at Grantee's sole cost and expense, all damages to Grantor's property within and outside of the Easement Area and to any buildings or other improvements located thereon (collectively, "**Grantor's Property**") caused by the construction, operation and maintenance of said Facilities and the exercise of the easement rights granted herein, including, but not limited to, the replacement of any damaged asphalt and/or concrete, the maintenance of Grantor's Property in an orderly fashion at all times during the construction, operation and maintenance of the Facilities and the exercise of the easements rights granted herein, the removal of all construction or other work debris from Grantor's Property, and the restoration of Grantor's Property to the same condition as that existing prior to said construction or other work, with the exception of the actual construction of said Facilities intended by said Grantee.

Grantor reserves and retains the right to use and enjoy the surface and subsurface of the Easement Area for any purpose whatsoever, including but not limited to, locating fences, irrigation lines, landscaping, light poles, utility lines, sidewalks, roadways, parkways and parking lots, within the Easement Area, provided such other uses and conveyances do not materially and adversely affect the Grantor's exercise of the easement rights conveyed herein. Nothing herein shall limit or prevent Grantor from granting easements within the Easement Area to other utilities or any other person or entity, provided such easements do not materially and adversely affect the Grantor's exercise of the easement rights conveyed herein.

Grantee hereby expressly agrees that in the event that Grantee abandons its use of the Easement Area for the purposes herein expressed, this Easement shall become null and void, and all right, title and interest in and to the Easement Area shall revert to the Grantor.

To the maximum extent permitted by applicable law, Grantee agrees to indemnify and hold harmless Grantor and its members, officers, employees and agents against any and all damages, claims, demands, actions, causes of action, costs and expenses of whatsoever nature which may result in an injury to or the death of any person(s) or from the loss of or damage to property of any kind or nature, when such injury loss, death, or damage arises from use of, or actions related to, the easement rights granted herein.

This instrument shall be interpreted, construed and enforced in accordance with the law of the State of Oregon with venue for any action being in the county where the Easement Area is located. This instrument may be executed in counterparts, and such counterparts together shall constitute but one original of the instrument. All rights, obligations and covenants contained herein shall be deemed to be rights, obligations and covenants that run with the land, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. All references to Grantor, Grantee or parties shall be deemed to include the respective party's employees, contractors, subcontractors, invitees, agents, successors, and assigns.

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement as of the day and year first above written.

GRANTOR:

\_\_\_\_\_, a  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

This Easement was acknowledged before me on \_\_\_\_\_, 202\_\_ by  
\_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
(Signature of notarial officer)

\_\_\_\_\_  
Print Name  
My Commission Expires: \_\_\_\_\_

[Seal, if any]

GRANTEE:

**City of Hermiston**, an Oregon municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

This Easement was acknowledged before me on \_\_\_\_\_, 202\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of the City of Hermiston, an Oregon municipal corporation.

\_\_\_\_\_  
(Signature of notarial officer)

\_\_\_\_\_  
Print Name

My Commission Expires: \_\_\_\_\_

[Seal, if any]

**EXHIBIT "A"**

Legal Description

A TRACT OF LAND BEING A PORTION OF PARCEL 1, PARTITION PLAT NUMBER 2023-11, RECORDED AS INSTRUMENT NUMBER 2023-0005626, UMATILLA COUNTY CLERK'S OFFICE, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, CITY OF HERMISTON, UMATILLA COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23, BEING MARKED BY A 2-1/2 INCH BRASS DISK; THENCE ALONG THE SOUTH LINE OF SAID SECTION 23, BEING COINCIDENT WITH THE CENTER LINE OF THE RIGHT-OF-WAY OF FEEDVILLE ROAD (COUNTY ROAD NUMBER 608), SOUTH 89°16'19" EAST 2038.73 FEET; THENCE NORTH 00°43'41" EAST 33.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 1, PARTITION PLAT NUMBER 2023-11, LOCATED ON THE NORTH RIGHT-OF-WAY LINE OF SAID FEEDVILLE ROAD (33.00 FEET FROM CENTER); THENCE LEAVING SAID RIGHT-OF-WAY LINE ALONG THE WEST LINE OF SAID PARCEL 1, NORTH 00°11'49" WEST 575.17 FEET TO AN ANGLE POINT IN THE SAID WEST LINE OF SAID PARCEL 1, AND THE POINT OF BEGINNING:

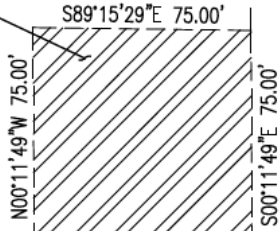
THENCE NORTH 89°15'29" WEST ALONG THE SOUTHERLY LINE OF SAID PARCEL 1 75.00 FEET;  
THENCE LEAVING SAID SOUTHERLY LINE OF PARCEL 1, NORTH 00°11'49" WEST 75.00 FEET;  
THENCE SOUTH 89°15'29" EAST 75.00 FEET;  
THENCE SOUTH 00°11'49" EAST 75.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 5,624.25 SQUARE FEET (0.13 ACRES), MORE OR LESS.

SUBJECT TO ANY EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAYS OF RECORD AND THOSE COMMON AND APPARENT ON THE LAND.

PARCEL 1  
PP NO. 2023-11

LIFT STATION EASEMENT AREA  
0.13 ± ACRES



WARRANTY DEED  
REEL 101, PAGE 1982

60.00' INGRESS, EGRESS AND PUE;  
PER REEL 62, PAGE 1418

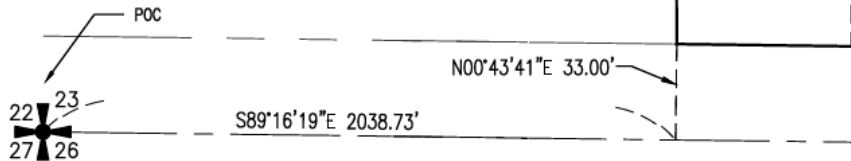
LEGEND:



LIFT STATION EASEMENT AREA 5,624.25 ± SF (0.13 ± ACRES)

POC  
POB  
INST NO.  
PP NO.  
SF

POINT OF COMMENCEMENT  
POINT OF BEGINNING  
INSTRUMENT NUMBER PER COUNTY OFFICIAL RECORDS  
PARTITION PLAT NUMBER PER COUNTY OFFICIAL RECORDS  
SQUARE FEET



FEEDVILLE ROAD (CO. ROAD NO. 608)

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

Christopher J. D'Orazio

OREGON  
MARCH 8, 2022  
CHRISTOPHER J. D'ORAZIO  
98905

RENEWS: 12-31-2023

A PORTION OF THE SW 1/4  
SECTION 23,  
TOWNSHIP 4 NORTH,  
RANGE 2 EAST, W.M.  
UMATILLA COUNTY, OREGON

Parametrix



0 50  
1 INCH = 50 FT.

Parametrix

ENGINEERING . PLANNING . ENVIRONMENTAL SCIENCES

EXHIBIT

PARCEL 1  
PP NO. 2023-11  
CITY LIFT STATION  
EASEMENT

DATE: 9-14-2023 FILE: 553-8117-044 PDX 245 PP2.DWG