

AFTER RECORDING, RETURN TO:

Umatilla Electric Cooperative
750 W. Elm Ave.
P.O. Box 1148
Hermiston, OR 97838

UEC REFERENCE: Tax Lot No. 210

EASEMENT AGREEMENT

This Easement Agreement is entered into by and between the following parties:

“Grantor”: City of Hermiston, Oregon; and

“Grantee”: Umatilla Electric Cooperative Association, an Oregon cooperative corporation, and its licensees, successors, and assigns.

RECITALS

- A. For the purposes described herein, Grantee wishes to use a portion of real property owned by Grantor, which portion is described and/or depicted in **Exhibit A** (the **“Easement Area”**).
- B. The Easement Area shall burden the real property owned by Grantor, located in Umatilla County, Oregon, Township 4 North, Range 28, East of the Willamette Meridian, Section 23, as more particularly described in **Exhibit B** (**“Grantor’s Property”**).
- C. Grantor agrees to allow Grantee to use the Easement Area on the terms and conditions contained in this Easement Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

TERMS

1. Grant of Easement. Grantor hereby grants to Grantee, a perpetual, nonexclusive easement, including the right to ingress and egress therefrom, on, across, over, and under the Easement Area, for the purposes described herein (the **“Easement”**). The Easement shall burden Grantor’s Property.
2. Purposes for Easement. Grantee may use the Easement Area to construct, operate, place, maintain, repair, and replace utility lines and facilities, including, but not limited to, lines for the transmission and distribution of electrical power, communication lines, and any related and supporting systems and facilities (together, the **“Facilities”**).
3. Rights of Grantee. Grantor specifically grants to Grantee the rights to:
 - a. Make Changes to the Facilities. Grantee may access, inspect, and make repairs, changes, alterations, improvements, removals from, substitutions to, and additions to the Facilities as Grantee may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of conduits, wires, cables, poles, guys, handholes, manholes, connection boxes, transformers, and transformer enclosures.
 - b. Conduct Vegetation Control. Grantee may cut, trim, and control the growth (by chemical, mechanical, or other means), of any trees, shrubbery, and other vegetation located within the Easement Area. This right includes the right to control any vegetation on Grantor’s Property outside of the Easement Area which may be necessary to control vegetation within the Easement Area. Grantee may also fell or trim any trees or brush located on Grantor’s Property that Grantee reasonably believes may interfere with or pose a hazard to the Facilities within the Easement Area, or as Grantee deems necessary to comply with applicable local, state, or federal law.
 - c. Keep Clear of Obstructions. Grantee may take any action to keep the Easement Area clear of all buildings, structures, and other obstructions.

- d. Reject and Approve Third-Party Use. Grantee may license, permit, or otherwise agree to the joint use or occupancy of the Facilities (such as the lines, system, trench, or underground Facilities), by any other person, association, or corporation; and Grantee may reject, deny, or otherwise disallow joint use or occupancy for the same.
 - e. Make Consistent Use. Grantee may take any other action and make use of the Easement Area in any other manner that is consistent with the purposes for this Easement.
4. Ownership of the Facilities. Grantor agrees that the Facilities located in, upon, or under the Easement Area, or located in, upon, or under Grantor's Property pursuant to this Easement, which were installed at Grantee's expense, shall remain the property of Grantee and shall be removable at the option of Grantee.
5. Grantor Covenants.
 - a. No Interference with Easement. Grantor agrees to not place or cause to be placed any structure, building, or obstruction upon or affecting the Easement Area, and to not take any action that would unreasonably interfere with the Facilities or with Grantee's use of the Easement Area.
 - b. Compliance with NESC. Grantor agrees to comply with the National Electrical Safety Code, and to require compliance by all other users of the Easement Area of the National Electrical Safety Code.
 - c. Consent to Developments within the Easement Area. Because of safety concerns, Grantor agrees to notify Grantee in advance of any development proposed to take place within the Easement Area, and Grantee shall have the right to modify or reject any proposal that would unreasonably interfere with Grantee's Facilities or does not comport with the National Electrical Safety Code. Grantor shall make Grantee's review and consent to development within the Easement Area a condition of all easement agreements with future users of the Easement Area.
 - d. Authority to Bind. Grantor covenants that it is the sole owner of the Easement Area; that it is authorized to convey this Easement; and that Grantor's Property and the Easement Area are free and clear of encumbrances and liens of whatsoever character except those matters of record as would be disclosed by a title report as of the effective date of this Easement Agreement, or as otherwise disclosed in writing to Grantee on or prior to the effective date of this Easement Agreement. Grantor further covenants that the individual signatory (or signatories) who have executed this instrument on Grantor's behalf are duly authorized to bind Grantor to this Easement Agreement.
6. Grant of Agency. If governmental approvals are necessary for Grantee to use the Easement Area as described herein, Grantor will reasonably cooperate with Grantee to obtain such approvals, including by executing any land use or regulatory applications.
7. Incorporation of Recitals and Exhibits. The Recitals and Exhibits referenced herein are hereby incorporated into and made a part of this Easement Agreement.
8. Headings for Convenience. The paragraph headings and titles in this Easement Agreement are intended for convenience of the reader and shall not affect the interpretation or construction of this Easement Agreement, nor define, limit, or describe the scope or intent of any provision hereto.
9. Binding Agreement. This Easement Agreement, and the obligations and rights hereunder, shall be a covenant running with the land and shall be binding upon, and inure to the benefit of, the parties hereto, their respective heirs, devisees, administrators, executors, successors, and assigns.
10. Effective Date. This Easement Agreement shall take effect as of the date of final execution, as indicated in the signature block ("Effective Date").

(Signatures on following pages)

FOR GRANTOR:

Signature _____

Name (print)

Title

Date _____

STATE OF _____)
) ss.
County of _____)

THIS CERTIFIES that on this _____ day of _____, 20____, before me personally appeared the above-named _____, the _____ of **City of Hermiston, Oregon**, known to me to be the identical person described in the foregoing instrument and who acknowledged to me that by a free and voluntary act s/he executed the same.

Notary Public for _____

My Commission Expires _____

FOR GRANTEE:

Signature

Robert Echenrode

Name (print)

President/CEO

Title

Date _____

STATE OF _____)
) ss.
County of _____)

THIS CERTIFIES that on this _____ day of _____, 20____, before me personally appeared the above-named Robert Echenrode, the President/CEO of **Umatilla Electric Cooperative Association**, an Oregon Cooperative Corporation, known to me to be the identical person described in the foregoing instrument and who acknowledged to me that by a free and voluntary act s/he executed the same.

Notary Public for _____

My Commission Expires _____

Exhibit A

Easement Description

March 12, 2025

Being an easement consisting of 0.29 acres (12,576 square feet) of land situated in Section 23, Township 4 North, Range 28 East of the Willamette Meridian in Umatilla County, Oregon, said easement being more particularly described by metes and bounds as follows: (Bearings cited herein are based on the Oregon State Plane Coordinate System, NAD83, North Zone)

POINT OF BEGINNING at Northeast corner of Parcel 1 of Partition Plat 2024-21 of the herein described easement, said point lying on the south right-of-way line of East Penney Ave;

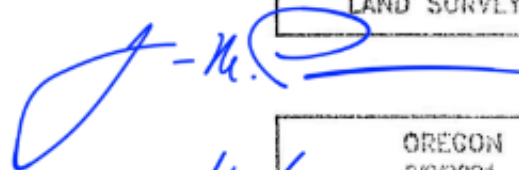
THENCE, South 00°45'57" East, departing south right-of-way line of East Penney Ave a distance of 17.00 feet to an angle point of the herein described easement;

THENCE, South 89°45'49" West, a distance of 740.21 feet to a point on the east right-of-way line of Southeast Ninth Street and an angle point of the herein described easement;

THENCE North 00°45'49" West, along said right-of-way, a distance of 13.58 feet to an angle point of the herein described easement:

THENCE, 5.45 feet along a 50.00 radius curve to the left whose chord bears North 50°54'52" East for 5.45 feet to a point on the south right-of-way line of East Penney Ave and an angle point of the herein described easement;

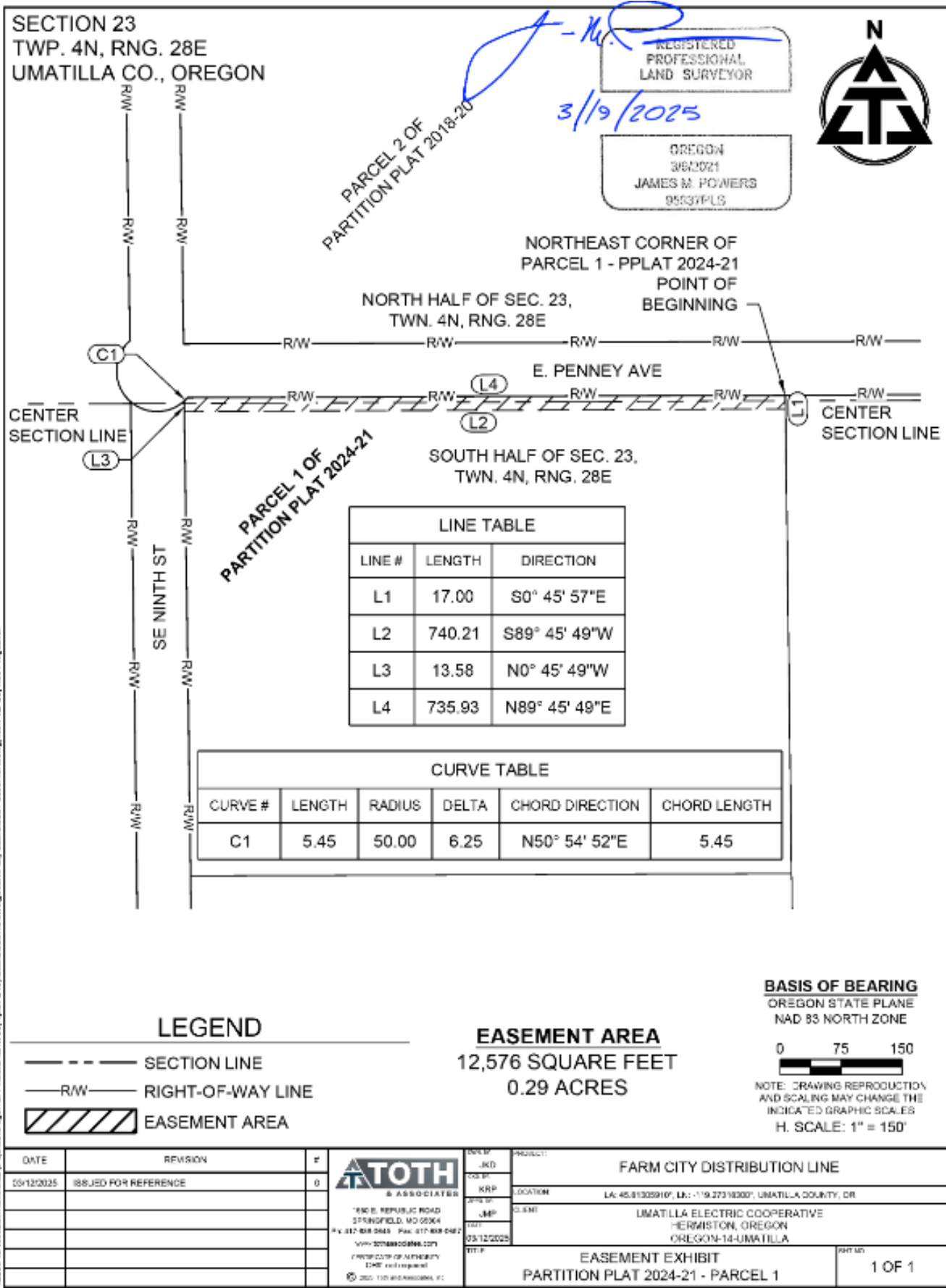
THENCE, North 86°45'49" East, along said right-of-way, a distance of 735.93 feet to the POINT OF BEGINNING and containing 0.29 acres of land.


3/19/2025

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
3/9/2021
JAMES M. POWERS
95837PLS

Exhibit A
Easement Depiction



Easement Nbr: 4701 | Work Order Nbr: 2407015

Exhibit B

Grantor's Property Legal Description

Parcel 1, PARTITION PLAT NO. 2024-21 (Instrument No. 2024-0007426, Office of Umatilla County Records).