

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

AMENDED AND RESTATED LIFT STATION AND UTILITY EASEMENT

This Amended and Restated Lift Station and Utility Easement (“**Easement**”) is made this ____ day of _____, 2024, by Amazon Data Services Inc., a Delaware corporation, whose mailing address is 410 Terry Avenue North, Seattle, WA 98109-5210 (“**Grantor**”), in favor of the City of Hermiston, an Oregon municipal corporation, whose mailing address is 180 NE 2nd St., Hermiston, OR 97838 (“**Grantee**”).

WITNESSETH:

- A. WHEREAS, a certain Lift Station and Utility Easement dated November 29, 2023, was recorded on December 7, 2023, as Document No. 2023-0008410 with the Umatilla County, Oregon Office of County Records (the “**Original Easement Agreement**”) encumbering the property more particularly described and depicted on Exhibit A-1, Exhibit A-2, and Exhibit B attached thereto.
- B. WHEREAS, Grantor and Grantee desire to relocate the easements and to amend and restate the Original Easement Agreement and all easements, agreements, rights, obligations, terms and conditions thereunder.

NOW, THEREFORE, for the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which is acknowledged, Grantor and Grantee hereby amend and restate the Original Easement Agreement in its entirety (all provisions of the Original Easement Agreement being superseded hereby), and further agree as follows:

Grantor hereby grants, bargains and conveys to the Grantee, its successors and assigns, (i) a permanent non-exclusive easement in, over, across, on, under and through the real property located in Umatilla County, Oregon, described on Exhibit “A-1” attached hereto and incorporated herein by reference (the “**Lift Station 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, and (ii) a permanent non-exclusive easement in, over, across, on, under and through the real property located in Umatilla County, Oregon, described on Exhibit “A-2” attached hereto and incorporated herein by reference (the “**Utility and Access Easement Area**”) for the

sole purposes of: (a) access to, and from, the Lift Station Easement Area, which runs from the boundary of the Lift Station Easement Area through the Utility and Access Easement Area to connect to the north right-of-way of Feedville Road, and (b) install, maintain, repair and replace utility lines, water and sewer pipes and ancillary improvements sufficient to connect the Facilities to the existing sanitary sewer facilities located within the right-of-way of Feedville Road. The Lift Station Easement Area and the Utility and Access Easement Area (collectively, the “**Easement Area**”) are each shown on the depiction attached hereto as Exhibit “B” and incorporated herein by reference. For the purpose of clarification, the definition of “Facilities” shall include all utility lines, pipes and ancillary improvements described in above subsection (b).

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:

Amazon Data Services, Inc.,
a Delaware corporation

By: [Signature]
Name: Keith Klein
Title: Authorized signatory

ACKNOWLEDGMENT

STATE OF Washington }
COUNTY OF King } ss.

This Easement was acknowledged before me on March 26, 2024 by Keith Klein as Authorized signatory for Amazon Data Services, Inc.

[Signature]
(Signature of notarial officer)

Bayleigh Heinzman
Print Name

My Commission Expires: 10/27/2026

[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 _____, 2024 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-1"

Legal Description of Lift Station Easement Area

A TRACT OF LAND BEING A PORTION OF PARCEL 2, PARTITION PLAT NUMBER 2023-11, RECORDED AS INSTRUMENT NUMBER 2023-0005626, UMATILLA COUNTY CLERK'S OFFICE, LOCATED IN THE SE1/4 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 SOUTHEAST CORNER OF SAID PARCEL 2, BEING MARKED BY A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED "R.V. McKINNIS", LOCATED ON THE NORTH RIGHT-OF-WAY LINE (BEING 33 FEET FROM CENTER) OF FEEDVILLE ROAD (COUNTY ROAD NUMBER 608); THENCE ALONG THE EAST LINE OF SAID PARCEL 2, BEING COINCIDENT WITH THE WEST LINE OF PARCEL 2, PARTITION PLAT NUMBER 2023-10, NORTH 00°09'39" EAST 180.00 FEET TO THE POINT ON A LINE PARALLEL WITH AND 180.00 FEET NORTHERLY OF THE NORTH RIGHT-OF-WAY LINE OF SAID FEEDVILLE ROAD, AND BEING THE POINT OF BEGINNING:

THENCE LEAVING SAID EAST LINE OF PARCEL 2, PARTITION PLAT NUMBER 2023-11, ALONG THE SAID PARALLEL LINE NORTH 89°16'23" WEST 75.00 FEET TO A POINT ON A LINE PARALLEL WITH AND 75.00 FEET WESTERLY OF THE SAID EAST LINE OF PARCEL 2, PARTITION PLAT NUMBER 2023-11; THENCE ALONG SAID PARALLEL LINE NORTH 00°09'39" EAST 75.00 FEET TO A POINT ON A LINE PARALLEL WITH AND 255.00 FEET NORTHERLY OF SAID NORTH RIGHT-OF-WAY LINE OF FEEDVILLE ROAD; THENCE ALONG SAID PARALLEL LINE SOUTH 89°16'23" EAST 75.00 FEET TO THE SAID EAST LINE OF PARCEL 2, PARTITION PLAT NUMBER 2023-11; THENCE ALONG SAID EAST LINE SOUTH 00°09'39" WEST 75.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 5,625.0 SQUARE FEET (0.13 ACRES), MORE OR LESS.

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

EXHIBIT "A-2"

Legal Description of Utility and Access Easement Area

A VARIABLE WIDTH STRIP OF LAND, BEING A PORTION OF PARCEL 2, PARTITION PLAT NUMBER 2023-10, RECORDED AS INSTRUMENT NUMBER 2023-0004936, UMATILLA COUNTY CLERK'S OFFICE, LOCATED IN THE SE1/4 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 PARCEL 2, BEING MARKED BY A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP INSCRIBED "R.V. MCKINNIS", LOCATED ON THE NORTH RIGHT-OF-WAY LINE (BEING 33 FEET FROM CENTER) OF FEEDVILLE ROAD (COUNTY ROAD NUMBER 608); THENCE ALONG THE WEST LINE OF SAID PARCEL 2, BEING COINCIDENT WITH THE EAST LINE OF PARCEL 2, PARTITION PLAT NUMBER 2023-11, NORTH 00°09'39" EAST 235.00 FEET TO THE POINT OF BEGINNING:

THENCE CONTINUING ALONG SAID WEST LINE NORTH 00°09'39" EAST 20.00 FEET TO A POINT ON A LINE PARALLEL WITH AND 255.00 FEET NORHTERLY OF SAID NORTH RIGHT-OF-WAY LINE; THENCE LEAVING SAID WEST LINE ALONG SAID PARALLEL LINE SOUTH 89°16'23" EAST 80.00 FEET TO A POINT PARALLEL WITH AND 80.00 FEET EASTERLY OF SAID WEST LINE; THENCE ALONG SAID PARALLEL LINE SOUTH 00°09'39" WEST 255.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID FEEDVILLE ROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 89°16'23" WEST 30.00 FEET TO A POINT ON A LINE PARALLEL WITH AND 50.00 FEET EASTERLY OF SAID WEST LINE OF PARCEL 2, PARTITION PLAT NUMBER 2023-10; THENCE ALONG SAID PARALLEL LINE NORTH 00°09'39" EAST 215.20 FEET; THENCE LEAVING SAID PARALLEL LINE 31.22 FEET ON A CURVE TO THE LEFT, WITH A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 89°26'01", CHORD BEARING NORTH 44°33'22" WEST 28.14 FEET, TO A POINT ON A LINE PARALLEL WITH AND 180.00 FEET NORTHERLY OF SAID NORTH RIGHT-OF-WAY LINE; THENCE ALONG SAID PARALLEL LINE NORTH 89°16'23" WEST 30.20 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED STRIP OF LAND CONTAINS 8,732.7 SQUARE FEET (0.20 ACRES), MORE OR LESS.

SUBJECT TO ANY EASEMENT, RESTRICTION AND RIGHTS-OF-WAY OF RECORD AND THOSE COMMON AND APPARENT ON THE LAND.

EXHIBIT "B"

Depiction of Easement Area

