



State of Oregon County of Umatilla REC-DE-EAS	2023-05839 08/24/2023 09:10:00 AM
Pgs=7 \$35.00 \$11.00 \$10.00 \$60.00 \$10.00	\$126.00
Office of County Records	
	

AFTER RECORDING, RETURN TO:

Umatilla Electric Cooperative
P.O. Box 1148
Hermiston, Oregon 97838

UEC REFERENCE: CDA Tract 7

UTILITY EASEMENT

Columbia Development Authority, an Oregon intergovernmental entity organized and existing as provided by the terms and provisions of an intergovernmental agreement dated May 15, 1995, as amended, between the County of Morrow and the County of Umatilla, both political subdivisions of the State of Oregon, the Port of Morrow and the Port of Umatilla, both port districts and municipal corporations of the State of Oregon, and the Confederated Tribes of the Umatilla Indian Reservation, a federally recognized Indian tribe ("**Grantor**"), for good and valuable consideration, receipt of which is hereby acknowledged, grants to **Umatilla Electric Cooperative Association**, an Oregon cooperative, ("**Grantee**"), and to its licensees, successors or assigns, a perpetual, non-exclusive easement for the sole purpose of constructing, operating and maintaining electrical power systems and facilities, together with supporting communication facilities (collectively, "**Electric Facilities**"), on, across, over, or under a portion of the property described in Exhibit A ("**Property**"), which portion is described and depicted in Exhibit B ("**Easement Area**").

Scope of Easement. Grantee's rights under this Utility Easement include the right to inspect and make repairs, changes, alterations, improvements, removals from, substitutions and additions to the Electric Facilities as Grantee may from time to time deem necessary in its commercially reasonable discretion, including, by way of example and not by way of limitation, the right to increase or decrease the number of conduits, wires, cables, handholes, manholes, connection boxes, transformers, and transformer enclosures. Grantee shall also have the right to cut, trim and remove shrubbery, brush, and vegetation located within the Easement Area and to clear and keep cleared any trees or other obstructions located on the Easement Area which pose a hazard to the operation of the Electric Facilities within the Easement Area. All rights of Grantee hereunder shall be exercised at Grantee's sole cost and expense and in exercising such rights Grantee will (i) minimize interference with the access to, operation, occupation and use of the Property by Grantor or other users, (ii) keep the Property free and clear of all liens, charges, and other monetary encumbrances arising out of any use of the Property by Grantee or Grantee's Permittees, (iii) promptly repair, at Grantee's sole expense, any damage to the Property or improvements thereon, resulting from use of the Property by Grantee or Grantee's Permittees, (iv) restore and seed any and all areas within the Property which are disturbed by Grantee's, or Grantee's Permittees, use of the Property with native plants as recommended by Confederated Tribes of the Umatilla Indian Reservation, and (v) cooperate and coordinate in good faith with Grantor and other users of the Easement Area in determining the location of Electrical Facilities.

Improvements. Grantor agrees that any portion of the Electric Facilities installed in, upon or under the above-described lands at Grantee's expense shall remain the property of Grantee, removable at the option of Grantee.

Grantor's Use. Grantor reserves the right to use the Easement Area for all purposes, provided that such use complies with applicable safety regulations and does not unreasonably interfere with the Electric Facilities or Grantee's rights under this Utility Easement. Grantor will cooperate and coordinate in good faith with Grantee prior to constructing any structures within the Easement Area to ensure that such structures will not result in non-compliance with applicable safety regulations.

Grantor Representations and Warranties. Grantor covenants that it is the sole owner of the Easement Area, that it is authorized to convey this Easement, and that, as of the date of this Utility Easement, the Property is free and clear of encumbrances and liens of whatsoever character except those matters of record as would be disclosed by an examination of the Official Records of **Umatilla** County, Oregon (the "**Official Records**") as of the effective date, that are otherwise disclosed in writing to Grantee on or prior to the effective date, or those matters which are not likely to have a material impact on Grantee's use of the Easement Area.

Compliance with Laws. Grantee shall construct and maintain the Electrical Facilities in accordance with and shall at all times comply with all federal, state and local statutes, ordinances, rules, laws, regulations, orders, requirements, and standards in effect or which arise through promulgation, enactment, amendment, or otherwise, including those pertaining to endangered or threatened species, human health, environmental conditions or hazardous substances.

UEC EASEMENT #4543
WO# 2102044

Liability. Grantor and its agents, contractors, subcontractors, invitees, and licensees (all of the foregoing being referred to as "Grantor's Permittees"), shall be responsible for any and all damage to the Electrical Facilities and the Property to the extent caused by Grantor or Grantor's Permittees. Grantee and its agents, contractors, subcontractors, invitees, and licensees (all of the foregoing being referred to as "Grantee's Permittees") shall be responsible for any and all damage to the Electrical Facilities and the Property to the extent caused by Grantee or Grantee's Permittees. To the extent permitted by law, including the Oregon Constitution and the Oregon Tort Claims Act, each party ("Indemnifying Party") shall defend, indemnify and hold the other party, its officers, agents, lenders, tenants, and employees harmless from and against any and all claims, demands, causes of action, complaints, suits, losses, damages, injuries, and liabilities (including those for costs, expenses, and attorneys' fees) to any person, persons, or property arising out of the use of the Easement Area by the Indemnifying Party or the Indemnifying Party's agents, contractors, subcontractors, invitees, or licensees.

Hazardous Materials. Grantee shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Materials on the Property in any manner not sanctioned by law. In all events, Grantee shall indemnify and hold Grantor harmless for, from and against any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) arising from the presence or release of any Hazardous Materials on the Easement Area or the Property arising out of the activity or omission of Grantee or persons acting under Grantee. The term "Hazardous Materials" shall mean any chemical, compound, constituent, material, waste, contaminant or other substance (including petroleum and petroleum derived substances or wastes) as defined in or regulated by any federal, state and local laws, or other regulations, relating to the protection of the environment, natural resources, pollution control, hazardous materials or human health.

Exceptions. The grant of this Utility Easement is made subject to all exceptions to title on file or of record in the Official Records as of the date of this Utility Easement.

Abandonment. If Grantee abandons the Easement Area, and it remains abandoned for a period in excess of twenty-four (24) months, Grantor may, after providing 30 days' notice to Grantee, terminate this Easement by providing written notice of termination to Grantee and recording a termination of easement, which termination of easement shall not require Grantee's consent or signature. Upon termination of this Easement, Grantee shall, within one hundred twenty (120) days from the date of such termination, remove the Electrical Facilities and restore the Easement Area to its original condition, reasonable wear and tear excepted.

Governing Law. This Easement shall be governed by and construed in accordance with the laws of the State of Oregon (without regard to the principles thereof relating to conflicts of laws).

Counterparts. This Easement may be executed in as many counterparts as may be deemed necessary or convenient, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.

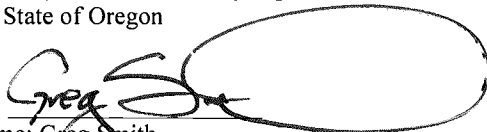
No Dedication. Nothing contained herein shall be deemed to be a gift or dedication of all or any portion of the Easement Area to the general public, for the general public or for any public use or purpose whatsoever, it being the intention and understanding of Grantor and Grantee that this instrument shall be strictly construed and limited to and for the purposes herein expressed.

[Signatures and notarial acknowledgements appear on the following pages]

Grantor and Grantee have executed this Easement effective as of the 22 day of August, 2023.

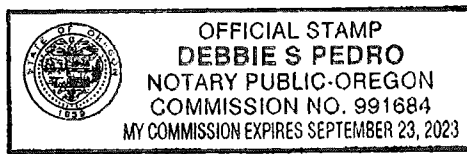
GRANTOR:

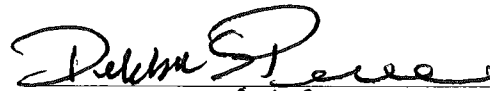
THE COLUMBIA DEVELOPMENT AUTHORITY,
an intergovernmental entity organized under the laws of
the State of Oregon

By: 
Name: Greg Smith
Its: Executive Director

STATE OF Oregon)
County of Morrow) ss.


THIS CERTIFIES that on this 22 day of August, 2023, before me the undersigned personally appeared the above named Greg Smith as Executive Director of the Columbia Development Authority, known to me to be the identical person described in and who executed the foregoing instrument and acknowledged to me that he executed the same.




Notary Public for CDA
My Commission Expires: 9-23-2023

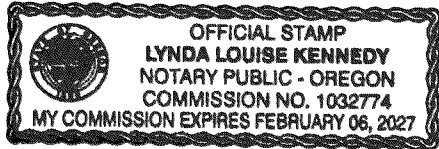
GRANTEE:

UMATILLA ELECTRIC COOPERATIVE ASSOCIATION,
an Oregon cooperative

By: 
Name: Robert Echenrode
Its: General Manager/CEO

STATE OF Oregon)
County of Umatilla) ss.

THIS CERTIFIES that on this 23 day of August, 2023, before me the undersigned personally appeared the above named Robert Echenrode as General Manager/CEO of Umatilla Electric Cooperative Association, known to me to be the identical person described in and who executed the foregoing instrument and acknowledged to me that he executed the same.



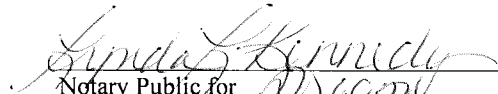

Notary Public for Oregon
My Commission Expires: February 6 2027

EXHIBIT A: PROPERTY

The real property described in Instrument No. 2023-01355 record in Umatilla County on March 3, 2023, in the Office of County Records, Umatilla County, Oregon.

EXHIBIT B: EASEMENT AREA

**COLUMBIA DEVELOPMENT AUTHORITY
UEC PERMANENT EASEMENTS**

FILE: 98-01 CDA ExA1.docx
TRACT G
AS SHOWN ON CO. SURVEY #16-018-C
COLUMBIA DEVELOPMENT AUTHORITY (CDA)
AP (RES) 12 June 2023

TRACT 7 – UEC 125' Wide Permanent Power Line Easement

A tract of land located in Sections 22, 25, 26, and 27, Township 4 North, Range 27 East, Willamette Meridian, Umatilla County, Oregon and being a portion of Tract G as shown on Survey No. 16-018-C, Umatilla County Survey Records, said Tract 7 being a strip of land 125.00 feet in width, said strip lying 62.50 feet on each side of the following described centerline:

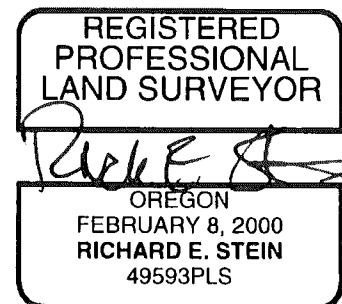
Beginning at a point on the easterly easement line of Interstate 82, which bears N66°39'28"E, 1,310.81 feet from 1/2-inch iron rod marking the one-quarter corner common to said Section 25 and Section 26 bears; thence N80°39'56"W, 7,091.73 feet; thence N76°01'26"W, 1,088.20 feet; thence N79°37'09"W, 3,821.82 feet to the West line of Section 22 and the **Point of Terminus** of this description.

Tract 7 contains 1,500,218 square feet or 34.440 acres, more or less.

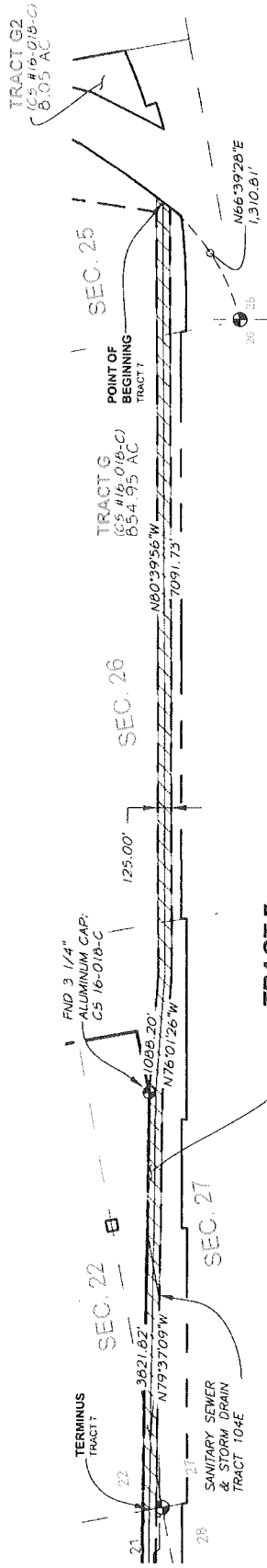
All easement lines being shortened or lengthened to intersect with the line calls described at the centerline beginning and terminus points throughout these descriptions.

Subject to all easements and encumbrances of record or in view

All as shown on Exhibit B, the Easement Sketches, attached to these descriptions.



EXPIRES: 6/30/2024



LEGEND

- FOUND MONUMENT AS NOTED
- NEW PERMANENT EASEMENT CENTERLINE
- NEW PERMANENT EASEMENT
- PROPERTY LINE
- SECTION LINE

REGISTERED PROFESSIONAL LAND SURVEYOR
Richard E. Stein
 OREGON
 FEBRUARY 8, 2000
 RICHARD E. STEIN
 49593PLS
 EXPIRES: 6/30/2024

RES. 9 June 2023, APA, JDR# 98-01, Drawing UEC CD# Easements 060923.rwg

COLUMBIA DEVELOPMENT AUTHORITY - PROPERTY EXHIBIT
 SEC. 13, 24, 25, 26, 27, T. 4 N, R. 27 E., W.M.
 NOTE: SEE EXHIBIT 'A' FOR THE LEGAL DESCRIPTIONS OF THESE EASEMENTS
 TRACT 7 - NEW 125' WIDE POWER LINE EASEMENT = 1,500.218 S.F. OR 34.440 ACRES, MORE OR LESS



COLUMBIA DEVELOPMENT AUTHORITY
 UEC PERMANENT POWER LINE EASEMENTS
 UMATILLA COUNTY, OREGON

EXHIBIT B
 EASEMENT
 SKETCH
 1/1