



State of Oregon County of Umatilla REC-DE-EAS	2023-05041 07/26/2023 09:14:00 AM
Pgs=12 \$60.00 \$11.00 \$10.00 \$60.00 \$10.00	\$151.00
Office of County Records	
	

AFTER RECORDING, RETURN TO:

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

UEC REFERENCE: CDA Tract 1-6

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 #4542
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 25 day of July, 2023.

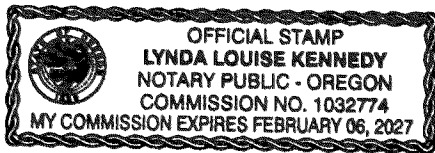
GRANTOR:

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

By: Greg Smith
Name: Greg Smith
Its: Executive Director

STATE OF Oregon)
County of Umatilla) ss.


THIS CERTIFIES that on this 25th day of July, 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.



Lynda Louise Kennedy
Notary Public for Oregon
My Commission Expires: February 06, 2027

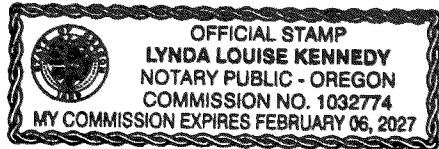
GRANTEE:

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 25 day of July, 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.



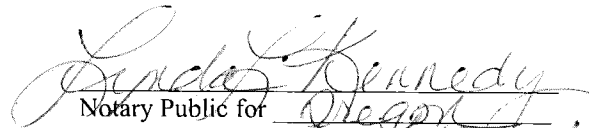

Notary Public for Oregon
My Commission Expires: February 6, 2027

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
TRACTS G, G2, & I
AS SHOWN ON CO. SURVEY #16-018-C
COLUMBIA DEVELOPMENT AUTHORITY (CDA)
AP (RES) 12 June 2023

TRACT 1 – UEC 125' Wide Permanent Power Line Easement

A tract of land located in Section 34, Section 35, and Section 36, Township 5 North, Range 27 East, Willamette Meridian, Umatilla County, Oregon and being a portion of Tract I as shown on Survey No. 16-018-C, Umatilla County Survey Records, said Tract 1 being a strip of land 125.00 feet in width, said strip lying 125.00 feet on the south side of the following described centerline:

Beginning at the Northwest corner of said Section 34 which is marked by a 3" brass cap; thence N89°28'06"E, along the North line of said Section 34, a distance of 2,649.72 feet; thence N89°28'08"E, continuing along said North line, 2,649.63 feet to the Northeast corner of said Section 34; thence S1°08'11"E, along the East line of said Section 34, a distance of 2,626.01 feet to the one-quarter corner common to Section 34 and Section 35 of said Township and Range; thence N89°20'11"E, along the East-West centerline of said Section 35, a distance of 5,273.53 feet to the one-quarter corner common to Section 35 and Section 36 of said Township and Range; thence N89°15'31"E, along the East-West centerline of said Section 36, a distance of 1,874.29 feet to the **Point of Terminus**.

Tract 1 contains 1,884,266 square feet or 43.257 acres, more or less.

TRACT 2 – UEC 125' Wide Permanent Power Line Easement

A tract of land located in Section 36, Township 5 North, Range 27 East, Section 1, and Section 12 of Township 4 North, Range 27 East, Willamette Meridian, Umatilla County, Oregon and being a portion of Tract I as shown on Survey No. 16-018-C, Umatilla County Survey Records, said Tract 1 being a strip of land 125.00 feet in width, said strip lying 125.00 feet on the West side of the following described centerline:

Beginning at the Point of Terminus of Tract 1, which bears N86°55'16"W, 1,878.41 feet from the West one-quarter corner of said Section 36; thence S0°42'59"E, 2,501.42 feet to the South line of said Section 36 and North line of said Section 1; thence S0°30'42"E, 5,356.47 feet to the South line of said Section 1 and the North line of said Section 12; thence S0°42'37"E, 5,311.76 feet to the South line of said Section 12, and the **Point of Termination** of this description.

Together with:

Beginning at a point which bears N82°55'34"W, 151.02 feet from the one-quarter corner common to said Section 1 and 12 of said Township and Range; thence N89°17'15"E 149.70 feet; thence S0°40'46"E, 125.00 feet; thence S89°17'15"W 149.63 feet; thence N0°42'37" W, 125.00 feet to the **Point of Beginning**.

Tract 2 contains 1,664,920 square feet or 38.221 acres, more or less.

TRACT 3 – UEC 100' Wide Permanent Power Line Easement

A tract of land located in Section 34, Township 5 North, Range 27 East, Section 3, Township 4 North, Range 27 East, Willamette Meridian, Umatilla County, Oregon and being a portion of Tract I as shown on Survey No. 16-018-C, Umatilla County Survey Records, said Tract 3 being a strip of land 100.00 feet in width, said strip lying 50.00 feet on each side of the following described centerline:

Beginning at a point on the South line of said Tract 1 which bears S48°58'48"E, 188.46 feet from the North one-quarter corner of said Section 34; thence S1°25'49"E, 9,349.97 feet and the **Point of Terminus** of this description, also being the Point of Terminus of Tract 4.

Tract 3 contains 934,998 square feet or 21.465 acres, more or less.

TRACT 4 – UEC 100' Wide Permanent Power Line Easement

A tract of land located in Section 1, Section 2, and Section 3, Township 4 North, Range 27 East, Willamette Meridian, Umatilla County, Oregon and being a portion of Tract I as shown on Survey No. 16-018-C, Umatilla County Survey Records, said Tract 4 being a strip of land 100.00 feet in width, said strip lying 50.00 feet on each side of the following described centerline:

Beginning at a point on the West line of said Tract 2 which bears N8°01'29"W, 2,100.90 feet from the South one-quarter corner of said Section 1; thence S89°15'48"W, 6,957.68 feet; thence S68°56'23"W, 2,629.12 to the **Point of Terminus** of this description, also being the Point of Terminus of Tract 3.

Tract 4 contains 958,680 square feet or 22.008 acres, more or less.

TRACT 5 – UEC 125' Wide Permanent Power Line Easement

A tract of land located in Sections 13, 24, and 25, Township 4 North, Range 27 East, Willamette Meridian, Umatilla County, Oregon and being a portion of Tracts G as shown on Survey No. 16-018-C, Umatilla County Survey Records, said Tract 5 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 Northerly line of said Section 13, which bears S89°28'51"W, 212.34 feet from an aluminum cap marking the North one-quarter corner of said Section 13 bears; thence S0°42'33"E, 491.40 feet; thence S13°16'52"W, 564.94 feet; thence S9°12'29"W, 928.46 feet; thence S1°49'25"E, 3,339.73 feet; thence S0°39'51"E, 3,890.45 feet; thence S18°20'46"W, 1,738.42 feet; thence S2°06'56"W, 718.68 feet; thence S74°00'53"E, 430.40 feet to a point on the westerly line of Interstate 82 easement line and the **Point of Terminus** of this description.

Tract 5 contains 1,512,810 square feet or 34.729 acres, more or less.

TRACT 6 – UEC Permanent Power Line Easement

A tract of land located in the Northeast corner of Sections 25, Township 4 North, Range 27 East, Willamette Meridian, Umatilla County, Oregon and being a portion of Tracts G as shown on Survey No. 16-018-C, Umatilla County Survey Records, said Tract 6 being more particularly described as follows:

Beginning at a point on the easterly easement line of Interstate 82 easement being a on the easterly line of Tract G, which bears N65°31'46"E, 1,384.35 feet from a 1/2-inch iron rod marking the West one-quarter corner of said Section 25; thence N80°39'56"W, 139.82 feet; thence N18°13'48"E, 1,226.83 feet to a point on the said Tract 5 easement line; thence S2°06'56"W, along said Tract 5 easement line, 97.89 feet; thence continuing along said Tract 5 easement line, S74°00'53"E, 461.90 feet to the westerly easement line of the Interstate 82 easement as shown on said Survey;

thence along said westerly easement line, the following five (5) courses:

1. S31°35'03"W, 148.53 feet;
2. S58°16'03"E, 125.00 feet;
3. S36°33'09"W, 218.28 feet;
4. S43°12'15"W, 482.83 feet;
5. S46°15'09"W, 351.92 feet to the **Point of Beginning**.

Together with:

A tract of land located in the Northeast corner of Sections 25, Township 4 North, Range 27 East, Willamette Meridian, Umatilla County, Oregon and being a portion of Tracts G2 as shown on Survey No. 16-018-C, Umatilla County Survey Records, said Tract 6 being more particularly described as follows:

Beginning at a point on the easterly right-of-way line of Interstate 82 easement being a on the easterly line of Tract G, which bears N77°51'02"E, 1,906.86 feet from a 1/2-inch iron rod marking the West one-quarter corner of said Section 25; thence along said Easterly line N36°21'59"E, 744.70 feet; thence continuing along said Easterly line

N23°17'16"E, 802.56 feet to the North-South centerline of Section 25; thence along said North-South centerline of Section 25, S00°40'37"E, 1,098.72 feet to the Northerly right-of-way line of the Union Pacific Railroad; thence along said Northerly right-of-way line, the following three (3) courses:

- 1) Southwesterly 546.91 feet along the arc of a non-tangent curve right having a radius of 5,583.27 feet and a central angle of 05°36'45" (chord bears S78°40'07"W, 546.69 feet);
- 2) S08°31'30"E, 100.00 feet;
- 3) thence 252.67 feet along the arc of a non-tangent curve right having a radius of 5,683.27 feet and a central angle of 02°32'50" (chord bears S82°44'55"W, 252.65 feet) to the **Point of Beginning**.

Tract 6 contains 790,385 square feet or 18.145 acres, more or less.

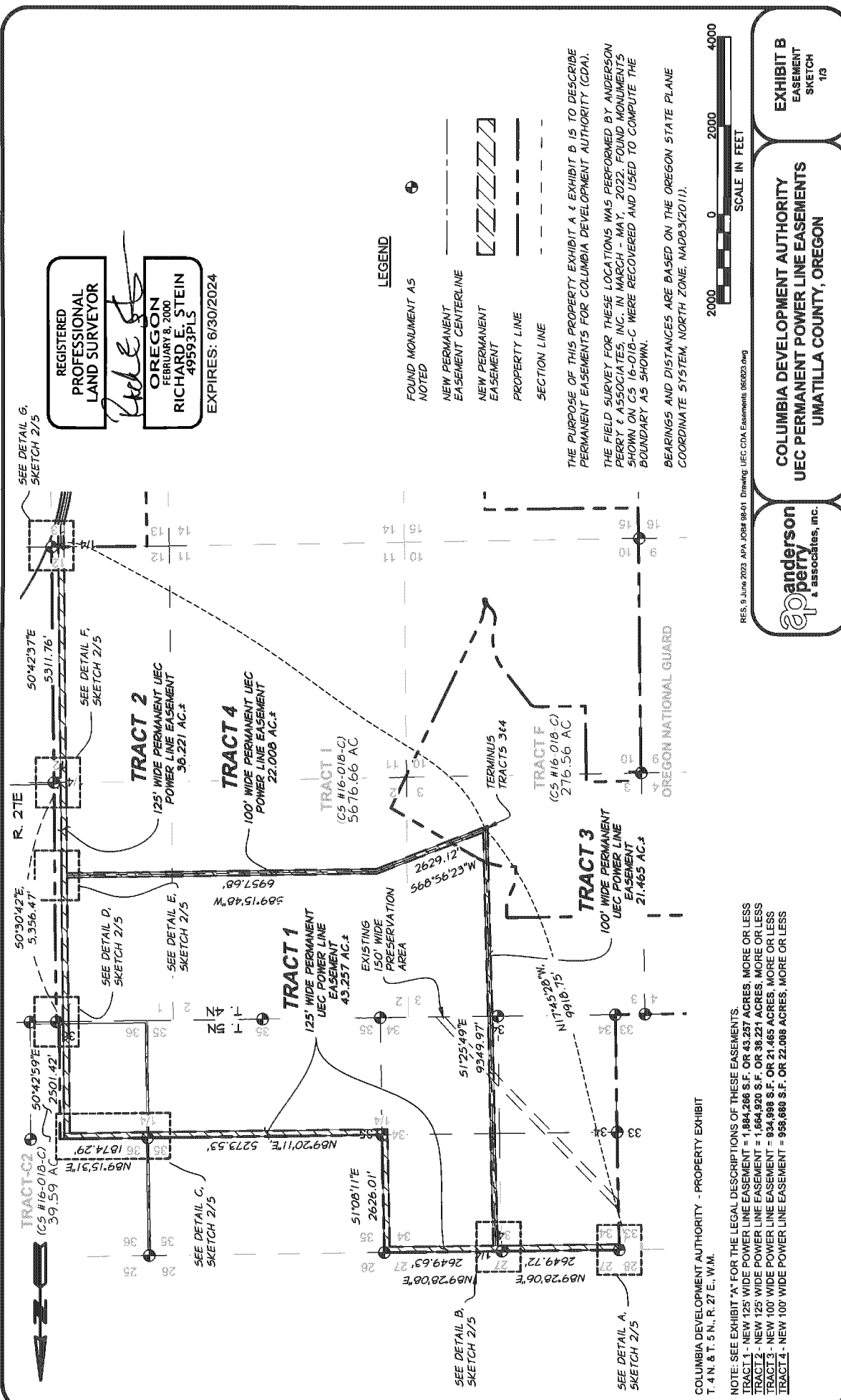
All easement lines being shortened or lengthened to intersect with the line calls described at the centerline beginning and terminus points throughout these descriptions.

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



REGISTERED
PROFESSIONAL
LAND SURVEYOR

Richard E. Stein

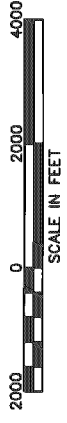
OREGON
FEBRUARY 8, 2000
RICHARD E. STEIN
49599JPLS
EXPIRES: 6/30/2024

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

THE PURPOSE OF THIS PROPERTY EXHIBIT A & EXHIBIT B IS TO DESCRIBE PERMANENT EASEMENTS FOR COLUMBIA DEVELOPMENT AUTHORITY (CDA).

THE FIELD SURVEY FOR THESE LOCATIONS WAS PERFORMED BY ANDERSON PERRY & ASSOCIATES, INC. IN MARCH - MAY, 2022. FOUND MONUMENTS SHOWN ON CS 16-018-C WERE RECOVERED AND USED TO COMPUTE THE BOUNDARY AS SHOWN.

BEARINGS AND DISTANCES ARE BASED ON THE OREGON STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD83(2011).



RES. 9 June 2023 APA JOB# 98-01 Drawing UEC CDA Easements 060523.dwg

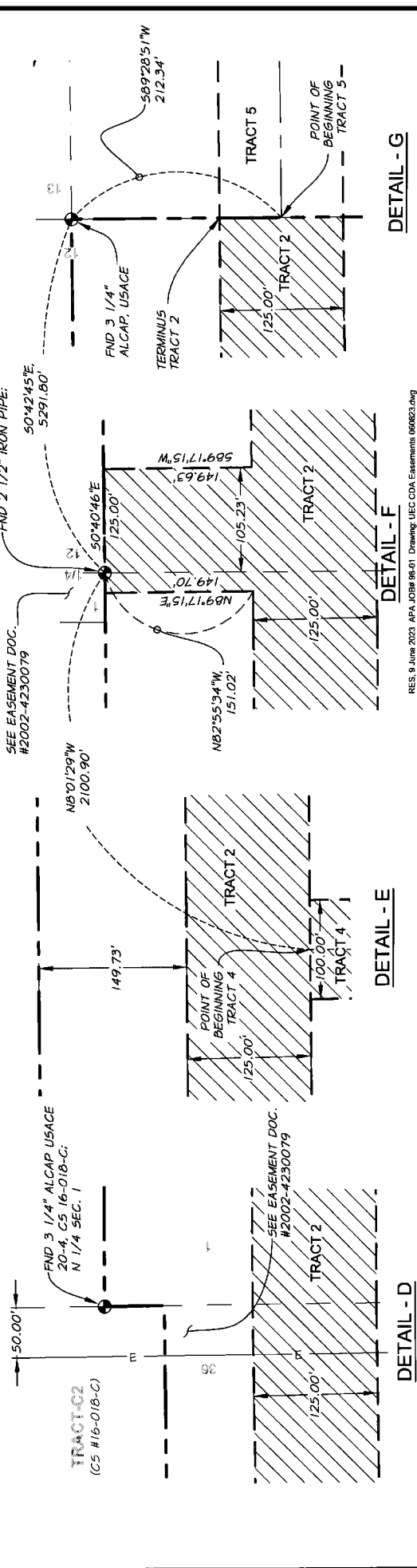
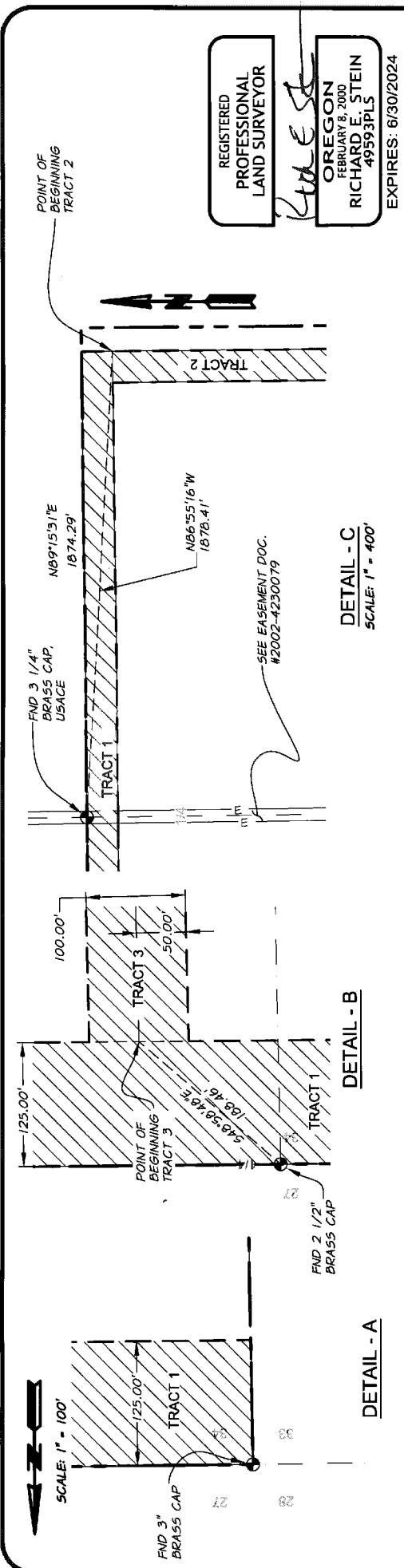


COLUMBIA DEVELOPMENT AUTHORITY
UEC PERMANENT POWER LINE EASEMENTS
UMATILLA COUNTY, OREGON

EXHIBIT B
EASEMENT
SKETCH
1/5

COLUMBIA DEVELOPMENT AUTHORITY - PROPERTY EXHIBIT
T. 4 N. & T. 5 N., R. 27 E., W.M.

NOTE: SEE EXHIBIT 'A' FOR THE LEGAL DESCRIPTIONS OF THESE EASEMENTS.
TRACT 1 - NEW 125' WIDE POWER LINE EASEMENT = 1,894,266 S.F. OR 43.287 ACRES, MORE OR LESS
TRACT 2 - NEW 125' WIDE POWER LINE EASEMENT = 1,664,820 S.F. OR 38.221 ACRES, MORE OR LESS
TRACT 3 - NEW 100' WIDE POWER LINE EASEMENT = 934,998 S.F. OR 21.465 ACRES, MORE OR LESS
TRACT 4 - NEW 100' WIDE POWER LINE EASEMENT = 956,680 S.F. OR 22.008 ACRES, MORE OR LESS

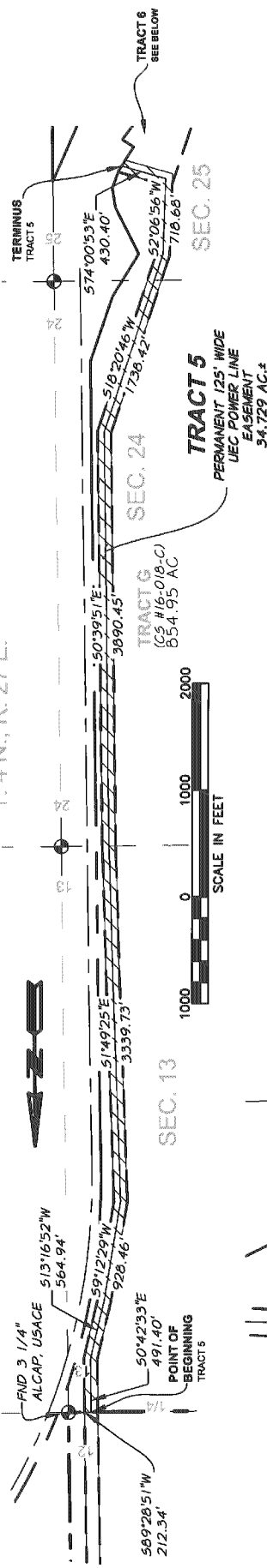


anderson perry & associates, inc.

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

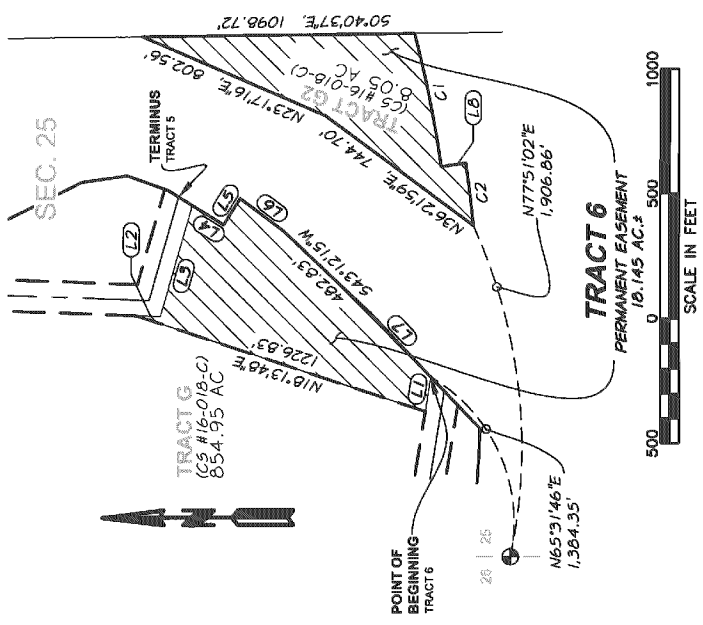
EXHIBIT B
 EASEMENT
 SKETCH
 2/3

T. 4 N., R. 27 E.



LINE	BEARING	DISTANCE
L1	N60°39'56"W	139.82'
L2	S02°06'56"W	97.89'
L3	S74°00'53"E	461.90'
L4	S31°35'03"W	148.53'
L5	S58°16'03"E	125.00'
L6	S36°33'09"W	218.28'
L7	S46°15'09"W	351.92'
L8	S08°31'30"E	100.00'

CURVE #	LENGTH	RADIUS	DELTA	CHORD DIST	CHORD BEAR
C1	546.91'	5583.27'	5°36'45"	546.69'	S78°40'07"W
C2	252.67'	5683.27'	2°32'50"	252.65'	S62°44'55"W



REGISTERED
PROFESSIONAL
LAND SURVEYOR

Richard E. Stein

OREGON
FEBRUARY 8, 2000
RICHARD E. STEIN
49593PLS
EXPIRES: 6/30/2024

RES. 9 June 2023 APA. LDB# 98-01. Drawing: UEC CDA Easements 060623.dwg



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

EXHIBIT B
EASEMENT
SKETCH
3/3

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 5 - NEW 125' WIDE POWER LINE EASEMENT = 1,512,810 S.F. OR 34,729 ACRES, MORE OR LESS
TRACT 6 - NEW EASEMENT = 790,385 S.F. OR 18,145 ACRES, MORE OR LESS