

AGENDA ITEM FOR ADMINISTRATIVE MEETING () Discussion only
(X) Action

FROM (DEPT/ DIVISION): County Counsel

SUBJECT: UEC Easement

<p>Background:</p> <p>The County has been requested by Umatilla Electric Cooperative for an easement across county owned property for utility lines and facilities. The property is located on Bensel Road and is the site for the PATH project. The lines would distribute electricity at the facility site. The easement is before the Board for review and approval</p>	<p>Requested Action:</p> <p>Approve easement to UEC on the PATH property and authorize the Chair to sign</p>
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ATTACHMENTS: Proposed Easement

*****For Internal Use Only*****

Checkoffs:

- () Dept. Heard (copy)
- () Human Resources (copy)
- () Fiscal
- (X) Legal (copy)
- () (Other - List:)

To be notified of Meeting:

Needed at Meeting:

Scheduled for meeting on: January 17, 2024

Action taken:

Follow-up:

AFTER RECORDING, RETURN TO:

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

UEC REFERENCE: Tax Lot No.: 2300

Space above this line for Recorder's use.

EASEMENT

UMATILLA COUNTY, OREGON, a political subdivision of the State of Oregon ("**Grantor**"), for good and valuable consideration, receipt of which is hereby acknowledged, grants to **UMATILLA ELECTRIC COOPERATIVE ASSOCIATION**, an Oregon cooperative corporation ("**Grantee**"), and to its licensees, successors, and assigns, a perpetual, nonexclusive easement and right of way, including the right to ingress and egress therefrom, the purpose of which is 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, telephone lines, television, and communication lines, and any related and supporting systems and facilities (**together, the "Facilities"**), on, across, over, and under a strip of land as described in **Exhibit A** and depicted in **Exhibit B** attached hereto and by this reference incorporated herein (**the "Easement Area"**).

The Easement Area shall burden the real property located in Umatilla County, Oregon, Township 5 NORTH, Range 28 EAST of the Willamette Meridian, Section 22 and more particularly described as W1/2 SW1/4 SW 1/4 in a Sheriff's Deed, recorded in Umatilla County, Oregon, dated December 4, 1935, in Book 149, Page 479.

Grantor further grants the right to Grantee to 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, handholes, manholes, connection boxes, transformers and transformer enclosures; to cut, trim, and control the growth, by chemical, machinery, or other means, of trees, shrubbery, and vegetation located within the Easement Area (including any control of vegetation on Grantor's Property outside of the Easement Area which may incidentally and necessarily result from the means of control employed within the Easement Area); to fell or trim any trees or brush located on Grantor's Property which 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; to keep the Easement Area clear of all buildings, structures, and other obstructions; to license, permit, or otherwise agree to the joint use or occupancy of the Facilities currently existing or as may be allowed by Grantee in the future, such as the lines, system or, if any of the system is placed underground, of the trench and related underground Facilities, by any other person, association, or corporation, and to reject, deny, or otherwise disallow proposals for the same; and to take other action and make use of the Easement Area in any other manner that is not inconsistent with the purpose for this Easement.

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. Grantor further 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. 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. Because of safety concerns, Grantor agrees to notify Grantee of any development proposed to take place within the Easement Area and Grantee shall have the right to modify or reject any such 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.

Easement #: 4579

WO#: 2311039

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

Because governmental approvals may be necessary for Grantee to use the Easement Area as described herein, Grantor hereby appoints Grantee as Grantor's agent and authorized representative to make and progress, on Grantor's behalf, any and all land use and regulatory requests, and to make applications and requests to governmental entities and agencies, so that Grantee may make use of this Easement and the rights granted herein. Grantor agrees to reasonably cooperate with any such applications and requests made by Grantee.

Grantor covenants that it is the sole owner of the Easement Area, that it is authorized to convey this Easement, and that the said lands 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, or as otherwise disclosed in writing to Grantee on or prior to the effective date of this Easement.

This Easement, 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.

DATED this ____ day of January, 2024.

John M. Shafer, Chair
Board of Commissioners, Grantor

STATE OF OREGON)
) ss.
County of Umatilla)

THIS CERTIFIES that on this ____ day of January 2024, before me the undersigned personally appeared the above named John M. Shafer, Chair, Board of Commissioners, for Umatilla County, 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 _____
My Commission Expires _____

EXHIBIT "A"

EASEMENT DESCRIPTION

Township 5 NORTH Range 28 EAST of the Willamette Meridian Section 22

The Easement Area shall burden the real property described in a Sheriff's Deed, recorded in Umatilla County, Oregon, dated December 4, 1935, in Book 149, Page 479, located in Section 22, Township 5 North, Range 28 East of the Willamette Meridian.

A said strip of land is situated, lying and being in Section 22, Township 5 North, Range 28 East of the Willamette Meridian, Umatilla County, Oregon having a uniform width of 10 feet, 5 feet on each side of the following described centerline:

COMMENCING at the Southwest corner of Section 22; **THENCE** 1,216.64 feet North along the westerly property line to the **POINT OF BEGINNING**;

THENCE North 68°52'12" East for 56.86 feet;

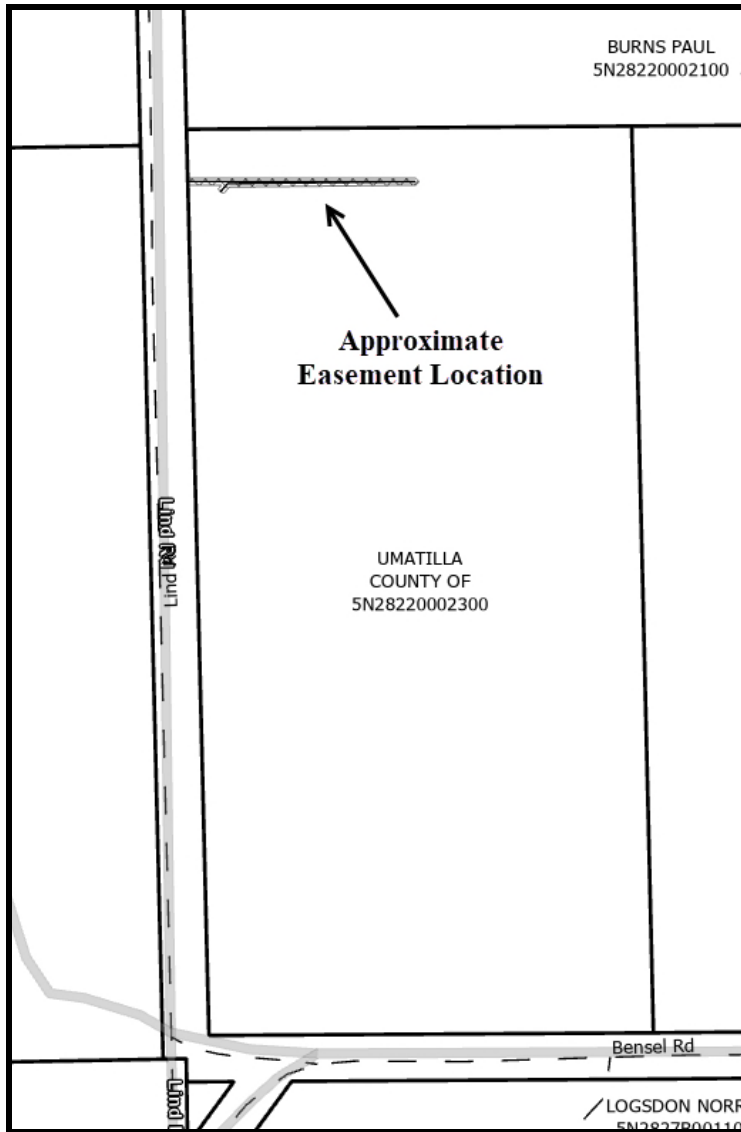
THENCE North 89°23'4" East for 267.01 feet;


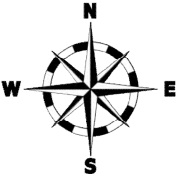
THENCE South 89°23'4" West for 267.01 feet;

THENCE South 42°1'55" West for 15.00 feet to the **POINT OF TERMINATION**.

EXHIBIT "B"

Township 5 NORTH Range 28 EAST of the Willamette Meridian Section 22



 <p>750 W Elm Ave Hermiston, OR 97838</p>	<p>Umatilla Electric Cooperative ("UEC") does not warrant, guarantee, or accept liability for accuracy, precision or completeness of any information shown hereon or for any inferences made therefrom. Any use made of this information is solely at the risk of the user. UEC makes no warranty, expressed or implied, and any oral or written statement by any employee of UEC or agents thereof to the contrary is void and ultra vires. The information shown therein is a product of the Umatilla Electric Cooperative and is prepared for presentation purposes only.</p>	
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