

46  
4. R

2007 5170417

State of Oregon )  
County of Umatilla )

This instrument was received  
and recorded on

04-03-07 at 12:00

in the record of instrument  
code type DE-EAS

After recording return to: **RECEIVED**

City of Umatilla  
P. O. Box 130  
Umatilla, Oregon 97882

**APR 03 2007**

UMATILLA COUNTY  
RECORDS

Instrument Number 2007-5170417  
Fee 48.00

Office of County Records

UNTIL A CHANGE IS REQUESTED, ALL  
TAX STATEMENTS ARE TO BE SENT TO:

Port of Umatilla  
P. O. Box 879  
Umatilla, Oregon 97882



**2007-5170417 1 of 4**

*John Hamilton*  
Records Officer

EASEMENT & RELEASE OF EASEMENT

DATED: March 20, 2007.

BETWEEN: PORT OF UMATILLA,  
an Oregon municipal corporation ("Grantor")

AND: CITY OF UMATILLA,  
an Oregon municipal corporation ("Grantee")

Grantor hereby dedicates and conveys unto Grantee a non-exclusive easement for utility purposes, including the installation, construction, maintenance, inspection, operation, protection, repair, replacement, alteration, use, and removal of underground utilities, over and through the property of Grantor, subject to the following terms and conditions.

1. Location and Width of Easement. The easement shall be 60 feet wide. The legal description of the easement is set forth in the attached Exhibit "A".

2. Use of the Easement by Grantor. Grantor shall retain the right to use the surface of the ground for any and all purposes.

3. Restoration. If at any time this easement is abandoned by Grantee, Grantee shall replace and restore the property to the same condition as nearly as practical to that which existed prior to the granting of this easement.

4. Consideration. The consideration for this easement is zero dollars.

5. Perpetual. This easement is perpetual. The terms and conditions of this easement shall be binding on the Grantor, and all of Grantor's successors and assigns.

6. Interpretation. The words "Grantor" and "Grantee" shall be construed to mean the plural and singular in number, in any gender, individual or corporation, and to mean not only the party thereby designated, but also his, her, its or their successors and assigns. However, Grantee shall have no authority to assign the rights conveyed hereunder without the express written permission of Grantor, except that the public works constructed and maintained by Grantee shall and may be used by the public in accordance with their ordinary uses.

7. Prior Encumbrances. This easement is granted subject to all prior easements or encumbrances of record.

8. Indemnity. Grantee agrees to hold and save Grantor harmless from any and all damages arising from its use of the easement herein granted.

9. Prior Agreements. Grantor and Grantee acknowledge that this grant covers all of the agreements between the Grantor and the Grantee, and that no representations or statements, verbal or written, have been made modifying or adding to or changing the terms and conditions contained in this easement. In consideration of the Grantor improving its transportation facilities by installing a road and railroad spur over the following described easement, Grantee hereby releases and relinquishes its right, title and interest in the easement dated June 8, 1999, recorded as document number 1999-3520598 and recorded on June 10, 1999, effective the date and year first above written.

DATED this 6<sup>th</sup> day of March, 2007.

PORT OF UMATILLA, an  
Oregon municipal corporation

By: *Charles Ross*

CITY OF UMATILLA, an  
Oregon municipal corporation

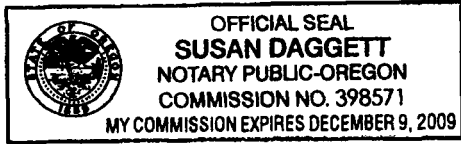
By: *David S. Tison, Mayor*



2007-5170417 3 of 4

STATE OF OREGON )  
 ) ss.  
County of Umatilla )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of March, 2007, by Margerie Ruff of the Port of Umatilla, an Oregon municipal corporation, on behalf of the corporation.



Susan Daggett  
Notary Public of Oregon  
My Commission Expires: 12-9-09

STATE OF OREGON )  
 ) ss.  
County of Umatilla )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of March, 2007, by David P. Trott of the City of Umatilla, an Oregon municipal corporation, on behalf of the corporation.



Linda Gettmann  
Notary Public of Oregon  
My Commission Expires: 11/4/2009



2007-5170417 4 of 4

Port of Umatilla, Oregon  
Umatilla, Oregon 97882

A parcel of land located in the Northeast one-quarter of Section 14, Township 5 North, Range 28 East, Willamette Meridian, Umatilla County, Oregon; said parcel of land for Roadway and Utility Easements traverses Easterly and Westerly across Parcel 1 of Partition Plat No. 1994-27 as recorded in Book 1994, Page 27, of the Plat Records of Umatilla County, Oregon.

Said Easement being sixty (60) feet in width, more particularly described as follows:

Beginning at the Southwest corner of Parcel 2 as shown on Partition Plat No. 1994-27 which is a point on the east Right-of-way line of Draper Road; thence North 80°20'21" East along the south boundary line of Parcel 2 a distance of 515.50 feet to the Southeast corner of said Parcel 2; thence North 89°45'57" East parallel to the north boundary line of Parcel 1 a distance of 2,141.99 feet to the west Right-of-way line of County Road No. 625; thence South 0°07'25" East along said right-of-way line 60.00 feet; thence South 89°45'57" West parallel to and 60.00 feet southerly from the north boundary line of this easement 2,136.92 feet; thence South 80°20'21" West parallel to and 60.00 feet southerly from the south boundary line of said Parcel 2 a distance of 510.55 feet to the East Right-of-way line of Draper Road; thence North 89°39'39" West along said right-of-way line to the Southwest corner of Parcel 2, which was the Point of Beginning for this description.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JAN. 21, 1992  
HARMON E. MCLENDON  
7527

Permits 12/21/00

Prepared by Anderson-Perry & Associates  
1901 N. Fir Street  
La Grande, Oregon, 97850  
May 19, 1999

Exhibit A  
Page 1