

AFTER RECORDING, RETURN TO:

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

GRANTEE REFERENCE: Tax Lot 402

MORROW COUNTY, OREGON	<b>2021-48934</b>
E-UT	<b>06/01/2021 03:55:02 PM</b>
Cnt=2 Stn=32 KB	<b>\$161.00</b>
\$75.00 \$5.00 \$11.00 \$10.00 \$60.00	
I, Bobbi Childers, County Clerk for Morrow County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.	
Bobbi Childers - County Clerk	
	

### UTILITY LINE OPTION AND EASEMENT AGREEMENT

**Double T Farming** ("Grantor"), for good and valuable consideration, receipt of which is hereby acknowledged, grants to **Umatilla Electric Cooperative**, an Oregon cooperative corporation ("Grantee"), and to its licensees, successors or assigns, the right to acquire, at its option and in accordance with the terms and conditions hereof (the "**Option**"), the Easement (hereafter defined) on, over and under that certain real property owned by Grantor and more particularly described on Exhibit A (the "**Easement Area**"). Grantor hereby grants to Grantee the Option for a period of three (3) years from the Effective Date hereof (the "**Option Period**"), as such Option Period may be extended as hereinafter provided.

#### ARTICLE I. THE OPTION

1.1 Consideration for the Option; Extension of the Option Period. In consideration of the foregoing grant of the Option, Grantor shall receive within sixty (60) days following the Effective Date (hereinafter defined) for each year of the Option Period, the Option Payment as defined in a separate letter agreement (the "**Letter Agreement**") executed contemporaneously with this Agreement between Grantor and {Option Payor Name} (the "**Option Payor**"). The Option Payment shall constitute all of the consideration due to Grantor for the grant of the Option for the duration of the applicable Option Period. Grantee shall have the right to extend the Option Period for two additional one (1) year periods by delivery of written notice of such extension together with an additional Option Period Extension Payment, defined in the Letter Agreement, to Grantor not later than the expiration date of the Option Period, as the same may have been extended.

1.2 Recording of Option. Upon execution of this Option, Grantee shall record the Memorandum of Utility Line Option and Easement Agreement executed by the Parties and attached as Exhibit B.

1.3 Exercise of Option. Grantee may exercise the Option by delivering a written notice of exercise (the "**Option Notice**") to Grantor at any time prior to the termination of the Option Period. Delivery of the Option Notice shall be deemed to be timely if personally delivered or postmarked on or before the first business day after the termination of the Option Period. The Option Notice will specify (a) that Grantee is electing to acquire the Easement, and (b) the date on which the Easement shall commence (the "**Easement Commencement Date**"). The Easement Commencement Date shall not be later than the last day of the Option Period, unless the Grantor otherwise agrees in writing.

1.4 Option Termination. Grantee may terminate the Option at any time by giving written notice to Grantor of the date of termination. If Grantee does not either (a) extend the Option in accordance with

Section 1.1, (b) exercise the Option in accordance with Section 1.3, or (c) terminate the Option in accordance with this Section 1.4, the Option shall expire on the last day of the Option Period. Upon expiration or termination of the Option without the exercise thereof, neither party shall have any further obligation or liability to the other under this Agreement, except that the provisions of Section 3.9 shall survive the expiration or termination of the Option for a period of two years.

1.5 Access to Easement Area. During the Option Period, Grantee, its contractors, subcontractors, agents and employees shall have the right to enter the Easement Area for purposes of conducting such tests, studies, borings, inspections, surveys, and soil or other analysis as Grantee deems advisable or necessary. Grantor shall cooperate with Grantee in such efforts and make available to Grantee, its contractors, subcontractors and agents, for inspection, copies of all surveys, plans and other such records of Grantor only as such information relates directly to the proposed Improvements (as hereinafter defined) to be constructed in the Easement Area. During the Option Period, without Grantee's express written consent, Grantor shall not grant any other easements burdening the Easement Area or that otherwise limit Grantee's use of the Easement Area if the Option is exercised.

## ARTICLE II. THE EASEMENT

2.1 Exercise of Option. Upon the exercise by Grantee of the Option to acquire the Easement in accordance with Article I, without the need or requirement of any further action on the part of either Grantor or Grantee, this Agreement shall become an easement between Grantor and Grantee as of the Easement Commencement Date. Upon the exercise of the Option, and only upon the exercise of the Option, Grantee shall be entitled to record this Agreement in the land records of Morrow County, Oregon, as notice of the exercise of the Option, the existence of the Easement and the occurrence of the Easement Commencement Date.

2.2 Consideration for Easement. In consideration of the rights granted under this Article II including the Easement, Grantor shall receive the Easement Payment as defined in the Letter Agreement within sixty (60) days after the Easement Commencement Date.

2.3 The Easement. The Easement shall be a perpetual, grant exclusive to Grantee, its successors or assigns, to construct, operate, maintain, repair and replace utility lines and facilities, including, but not limited to, lines for the transmission or distribution of electrical power, and related communication lines, or any related system and facilities (the "**Improvements**") on, across, over, or under the Easement Area. The Easement shall further grant to Grantee the right to inspect and make repairs, changes, alterations, improvements, removals from, substitutions 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 means, machinery or otherwise of trees, shrubbery and vegetation located within the easement area (including any control of the growth of other vegetation in the right-of-way which may incidentally and necessarily result from the means of control employed); to fell or trim any trees or brush located on Grantor's adjacent lands which may pose a hazard to the operation of the facilities within the easement area; to keep the easement clear of all buildings, structures or other obstructions;; and to cross over and to install gyps and anchors on Grantor's land adjoining the above described easement area.

2.4 Installed Equipment. Grantor agrees that all poles, wires and other facilities including any equipment, installed in, upon or under the above-described lands at the Grantee's expense shall remain the property of the Grantee, removable at the option of the Grantee, and Grantor shall have no lien thereon.

ARTICLE III. GENERAL

3.1 Title to the Easement Area. Grantor covenants that it is the sole owner of the Easement Area, that it is authorized to convey this Option and the 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, or otherwise disclosed in writing to Grantee on or prior to the Effective Date.

3.2 Notices. Any notice, request, demand, instruction or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and addressed to the parties at their respective addresses set forth below, and shall be deemed to have been duly given (a) on the date delivered if delivered personally, (b) two (2) business days after deposit in the United States mail, postage prepaid, (c) on the following business day when sent by overnight express courier. A party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

To Grantor : **DOUBLE T FARMING**  
77458 THREEMILE RD.  
BOARDMAN, OR 97818

To Grantee : **UMATILLA ELECTRIC COOPERATIVE**  
P.O. Box 1148  
Hermiston, OR 97838

3.3 Entire Agreement, Amendments and Waivers. This Agreement, together with all of the attachments and exhibits, hereto, contains the entire agreement and understanding of the parties in respect to the subject matter hereof, supersedes all prior agreements in respect to the subject matter hereof, if any, between the parties, and the same may not be amended, modified or discharged nor may any of its terms be waived except by an instrument in writing signed by the parties.

3.4 No Third-Party Benefits. This agreement is for the sole and exclusive benefit of the parties hereto and their respective successors and assigns, and no third party is intended to or shall have any rights hereunder except as expressly provided in Section 3.9.

3.5 Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Oregon.

3.6 Recording. When authorized by the terms of this Agreement, this Agreement shall be recorded by Grantee in the appropriate public records of Morrow County, Oregon.

3.7 Severability. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those to

which it is held invalid or unenforceable shall not be affected thereby, and each term, covenant and condition shall be valid and enforceable to the fullest extent permitted by law.

3.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

3.9 Confidentiality. Grantor shall maintain in the strictest confidence, for the benefit of Grantee and Option Payor; (a) all the terms and conditions of this Agreement and the separate Letter Agreement; (b) all information provided by Grantee pursuant to this Agreement; and (c) all information obtained by or about Grantee's site or product design, methods of operation, and methods of construction, regardless of its source; unless such information either; (i) is in the public domain by reason of prior publication through no act or omission of Grantor or its employees or agents; or (ii) was already known to Grantor at the time of disclosure and which Grantor is free to use or disclose without breach of any obligation to any person or entity ("**Confidential Information**"). Grantor shall not use Confidential Information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Grantee. Notwithstanding the foregoing, Grantor may disclose Confidential Information to Grantor's lenders, attorneys, accountants and other personal financial advisors solely for use in connection with their representation of Grantor regarding this Agreement or to any prospective purchaser of fee title to the Easement Area who has made a written offer to purchase or otherwise acquire fee title to the Easement Area that Grantor desires to accept; provided that in making such disclosure, Grantor shall advise the party receiving the information of the confidentiality of the information. Grantor may also disclose Confidential Information pursuant to lawful process, subpoena or court order requiring such disclosure, provided that Grantor shall give Grantee reasonable advance notice of the required disclosure and will cooperate with Grantee in limiting such disclosure and in obtaining protective orders where appropriate.

SIGNATURE PAGES TO FOLLOW

MADE AND DATED this 19 day of Aug, 2019 (the "Effective Date").

**Double T Farming**

Joseph V. Taylor  
Signature

**Joseph V. Taylor**

Printed Name

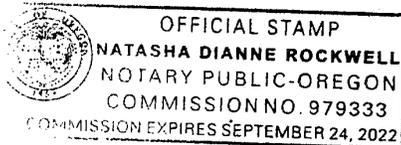
Partner  
Title

**ACKNOWLEDGEMENT**

State of Oregon

County of Morrow §§

This certifies that on this 19 day of August, 2019, before me the undersigned personally appeared the above named **Joseph V. Taylor**, on behalf of **Double T Farming**, known to me to be the person described in and who executed the foregoing instrument and acknowledged to me that he executed the same.



Natasha Dianne Rockwell  
Notary Public

My Commission Expires September 24, 2022

Double T Farming

Cheryl L. Taylor  
Signature

Cheryl L. Taylor  
Printed Name

partner  
Title

**ACKNOWLEDGEMENT**

State of Oregon

County of Morrow §§

This certifies that on this 19 day of August, 2019, before me the undersigned personally appeared the above named **Cheryl L. Taylor**, on behalf of **Double T Farming**, known to me to be the person described in and who executed the foregoing instrument and acknowledged to me that she executed the same.



Natasha Dianne Rockwell  
Notary Public

My Commission Expires September 24, 2022

Double T Farming

Roderick H. Taylor  
Signature

Roderick H. Taylor

Printed Name

Partner  
Title

**ACKNOWLEDGEMENT**

State of Oregon

County of Morrow §§

This certifies that on this 19 day of August, 2019, before me the undersigned personally appeared the above named **Roderick H. Taylor**, on behalf of **Double T Farming**, known to me to be the person described in and who executed the foregoing instrument and acknowledged to me that he executed the same.

Janette Dawn Eldrige  
Notary Public

My Commission Expires October 15 2021

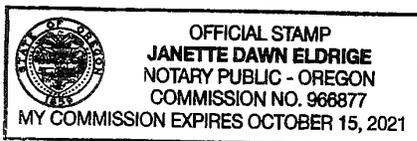


Exhibit 'A'  
Taylor C/O Double T Farming

Easement Legal Description:

A 125 foot wide strip of land located in the Southwest Quarter of the Southwest Quarter of Section 11, Township 4 North, Range 25, East of the Willamette Meridian, in the County of Morrow and State of Oregon, more particularly described as follows:

Commencing at the Southwest Corner of said Section 11; thence North 1° 59' 16" West a distance of 329.97 feet to the Southwest corner of Parcel 3 of Partition Plat 2013-3, as filed in the files of Partition Plats of Morrow County; thence North 89° 37' 07" East along the South line of said Parcel 3 a distance of 349.80 feet to the Point of Beginning of this Easement Description; thence North 20° 54' 30" West a distance of 317.17 feet to the South line of Parcel 2 of said Partition Plat 2013-3; thence North 69° 55' 15" East along the South line of said Parcel 2 a distance of 125.01 feet; thence South 20° 54' 30" East a distance of 362.17 feet to the South line of said Parcel 3; thence South 89° 37' 07" West along the said South line of Parcel 3 a distance of 133.48 feet to the Point of Beginning.

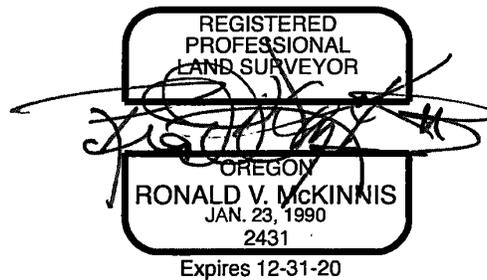




Exhibit " B "

AFTER RECORDING RETURN TO:

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

GRANTEE REFERENCE: Tax Lot 402

MORROW COUNTY, OREGON	<b>2020-47456</b>
E-ME	10/28/2020 01:31:02 PM
Cnt=1 Stn=23 TC	
\$35.00 \$11.00 \$10.00 \$60.00	<b>\$116.00</b>
I, Bobbi Childers, County Clerk for Morrow County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.	
Bobbi Childers - County Clerk	



**MEMORANDUM OF EASEMENT OPTION AGREEMENT**

**BETWEEN:** Double T Farming ("Grantor")  
77458 Threemile Rd.  
Boardman, OR 97818

**AND:** Umatilla Electric Cooperative ("Grantee")  
P.O. Box 1148  
Hermiston, OR 97838

Pursuant to a Utility Line Option and Easement Agreement dated August, 2019, ("Option Agreement"), Grantor granted to Grantee an option to purchase an easement for utility purposes on that certain property in Morrow County, Oregon ("Property"), more particularly described in Exhibit A.

The Property is subject to the terms and conditions of the Option Agreement, for a term commencing Aug. 19, 2019 and terminating Aug. 19, 2022, subject to Grantee's right to extend the term for two additional one-year periods as set forth in the Option, after which it will be of no further force or effect.

A complete copy of the Option Agreement may be obtained from Grantor or Grantee.

This Memorandum is being executed and recorded in the Official Records of Morrow County, Oregon, to give notice of the provisions of the Option Agreement and will not be deemed or construed to define, limit, or modify the Option Agreement in any manner.

This Memorandum of Easement Option may be executed in one or more identical counterparts, and if so executed, each counterpart shall be deemed an original for all purposes, and all such counterparts shall collectively constitute one agreement. For convenience, the signature pages of each counterpart may be removed from that counterpart and attached to a single agreement.

SIGNATURE PAGES TO FOLLOW

Made and dated this 19<sup>th</sup> day of August, 2019 (the "Effective Date").

**DOUBLE T FARMING, GRANTOR**

Joseph V. Taylor  
Signature

Joseph V. Taylor  
Printed Name

Partner  
Title

**ACKNOWLEDGEMENT**

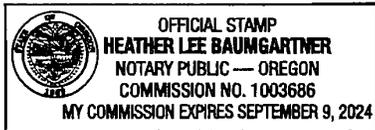
State of Oregon

County of Morrow <sup>SS</sup>

This certifies that on this 28<sup>th</sup> day of September, 2020, before me the undersigned personally appeared the above named **Joseph V. Taylor**, on behalf of **Double T Farming**, known to me to be the person described in and who executed the foregoing instrument and acknowledged to me that he executed the same.

Heather Lee Baumgartner

My Commission Expires 09-09-2024



DOUBLE T FARMING, GRANTOR

Cheryl L. Taylor  
Signature

Cheryl L. Taylor  
Printed Name

\_\_\_\_\_  
Title

**ACKNOWLEDGEMENT**

State of Oregon

County of Marion §§

This certifies that on this 25<sup>th</sup> day of September, 2020, before me the undersigned personally appeared the above named **Cheryl L. Taylor**, on behalf of **Double T Farming**, known to me to be the person described in and who executed the foregoing instrument and acknowledged to me that she executed the same.

Michelle L Gerber



My Commission Expires 11-18-2023

DOUBLE T FARMING, GRANTOR

Roderick H Taylor  
Signature

Roderick H. Taylor  
Printed Name

Partner  
Title

**ACKNOWLEDGEMENT**

State of Oregon

County of Morrow §§

This certifies that on this 25<sup>th</sup> day of September, 2020, before me the undersigned personally appeared the above named **Rodrick H. Taylor**, on behalf of **Double T Farming**, known to me to be the person described in and who executed the foregoing instrument and acknowledged to me that he executed the same.

Michelle L Gerber

My Commission Expires 11-18-2020



UMATILLA ELECTRIC COOPERATIVE, GRANTEE

[Handwritten Signature]  
Signature

Robert Echeverde  
Printed Name

GM + CEO  
Title

**ACKNOWLEDGEMENT**

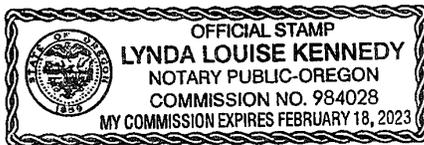
State of Oregon

County of Umatilla §§

This certifies that on this 28 day of October, 2020, before me the undersigned personally appeared the above named Robert Echeverde, on behalf of **UMATILLA ELECTRIC COOPERATIVE**, in his/her capacity as GM + CEO, known to me to be the person who executed the foregoing instrument.

[Handwritten Signature: Lynda Louise Kennedy]

My Commission Expires February 18, 2023





May 20, 2021

Double T Farming  
77458 Threemile Rd  
Boardman OR 97818

### Notice of Exercise of Option

Pursuant to the Utility Line Option and Easement Agreement dated August 19, 2019, ("Option Agreement") and referenced in the recorded Memorandum of Easement Option Agreement recorded on 10/28/2020 in Morrow County OR, Public Records as instrument number 2020-47456, Umatilla Electric Cooperative ("UEC") hereby provides notice that it is electing to acquire the Easement as defined in the Easement Agreement. UEC intends that this notice serves as the Option Notice as defined by the Easement Agreement.

The date on which the Easement shall commence is May 20, 2021.

With this notice, UEC is tendering the Easement Payment required by the Letter Agreement as set forth in the Easement Agreement.

Following this notice, UEC intends to record the Easement Agreement.

If you have any questions regarding this notice, please contact me.

Thank you,

A handwritten signature in black ink, appearing to read "Robert Echenrode".

Robert Echenrode  
General Manager and CEO  
Umatilla Electric Cooperative