

AFTER RECORDING, RETURN TO:

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

UEC REF: Tax Lot 400

#### EASEMENT

City of Boardman, a municipal corporation, 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, a perpetual and non-exclusive easement and right of way, the purpose of which is 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, telephone lines, television and communication lines, or any related system and facilities on, across, over, or under a strip of land 100 feet wide located on property described below:

Township 4 North, Range 25 East of the Willamette Meridian, Section 12, and more particularly described in a deed recorded in Morrow County on January 3<sup>rd</sup>, 2002, as M2002-3060, Morrow County Records Office in Morrow County, State of Oregon.

See Exhibit "A" for Easement Legal Description and depiction of easement area.

Grantor further grants 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 easement area which may incidentally and necessarily result from the means of control employed); to fell or trim any trees or brush located on Grantor's land adjoining the above described easement area 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; to license, permit or otherwise agree to the joint use or occupancy of the lines, system or, if any of said system is placed underground, of the trench and related underground facilities, by any other person, association or corporation; and to cross over and to install guys and anchors on Grantor's land adjoining the above described easement area.

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.

Because governmental approvals may be necessary from the land owning Grantor for Grantee to use the easement, Grantor appoints Grantee as Grantor's attorney in fact, 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 Grantee may make use of this easement and its rights, including but not limited to the following: (1) applying for conditional use permits and progressing those applications through to completion and any modifications thereof, including defending the applications and appealing adverse decisions; and (2) applying for any other necessary governmental and administrative approvals and progressing them through to completion and any modifications thereof, including defending the applications and appealing adverse decisions. Grantor agrees not to make any objections to the above applications, or to oppose them in any way at any time. Grantor may not revoke these appointments during the effective period of this easement. All Grantee's applications and work shall be at its sole cost and expense.