WHEN RECORDED RETURN TO:
CASCADE NATURAL GAS CORPORATION
8113 W. GRANDRIDGE BLVD.
KENNEWICK, WA 99336
ATTENTION: Engineering / Right of Way

TEMPORARY CONSTRUCTION EASEMENT

City: Hermiston
County: Umatilla
Funding #: 320037
Work Order #: 285209

The undersigned **CITY OF HERMISTON,** COH, 215 E GLADYS AVE., HERMISTON, OR 97838 (hereinafter referred to as the "Grantor"), for and in consideration of mutual benefit of the parties and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, convey, and warrant to **CASCADE NATURAL GAS CORPORATION**, 8113 W Grandridge Blvd. Kennewick, Washington, a Washington corporation (hereinafter referred to as the "Grantee"), an easement over the following described land (hereinafter referred to as Property) of the Grantor:

PROPERTY DESCRIPTION:

Southeast Quarter of Section 14, Township 4 North, Range 28 East, Willamette Meridian, Umatilla County, Oregon

TAX PARCEL NUMBER: 4N2814DA00300

DESCRIPTION OF THE EASEMENT AREA:

See exhibit A, attached hereto and incorporated by reference.

The Grantee is granted an easement for the nonexclusive right of temporary construction workspace and ingress and egress on, across, over and through said Property for the purpose of utilizing the rights herein granted. Said temporary construction easement to be extinguished upon completion of the pipeline construction project or Dec. 31, 2022, whichever occurs first.

The term "pipeline" includes gas lines, services, machinery, equipment, facilities, identifying signage and appurtenances related to the operation or maintenance of said gas lines.

The Grantor, on behalf of itself and its agents, invitees and licensees, agrees not to impair or interfere with the full use and enjoyment by the Grantee of the rights herein granted.

Without limiting the generality of the foregoing, the Grantor shall not without the express written permission of the Grantee, erect any structure or improvement or change the grade or elevation of the land within the easement area, or conduct or permit any activities that may impair or interfere with the rights herein granted.

Grantor agrees to cooperate with Grantee to obtain all necessary permits, licenses and governmental action so that Grantee may enjoy the full use and benefit of this right-of-way easement.

Grantee hereby agrees to pay any damages which may arise to any of Grantor’s fences, buildings, landscaping, drainage systems, pavement, crop damage, and other improvements disturbed or cut in the construction, maintenance, or operation of pipeline or pipelines hereunder.

The Grantee agrees to hold the Grantor harmless from any loss, cost, or damage resulting from the Grantee's negligence in connection with the operation or maintenance of any pipelines installed

under or over the easement premises and the Grantor agrees to hold the Grantee harmless from any loss, cost, or damage caused by the Grantor, its agents, invitees, or licensees or from any breach of this easement.

This easement shall be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto.

In witness whereof, the undersigned have executed this easement this_____ day of _____ 2021.

Grantor:

CITY OF HERMISTON

By: _____

Print Name and Title: _____
(Authorized Agent COH)

State of Oregon)
) ss.
County of Umatilla)

I certify that I know or have satisfactory evidence that _____, _____and _____ (is/are) the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) (is/are) authorized to execute the instrument and acknowledged it as the _____of _____to be (he/she/their) free and voluntary act of such party(ies) for the uses and purposes mentioned in the instrument.

Dated: _____

_____

Notary Public
Print Name

_____

My commission expires_____

EXHIBIT A

MacKay Sposito

VANCOUVER OFFICE

1325 SE Tech Center Drive, Suite 140 • Vancouver, WA 98683
360.695.3411 • info@mackaysposito.com

17567TCE_LD2
AUGUST 5, 2021
GAH

CITY OF HERMISTON
CASCADE NATURAL GAS
TEMPORARY CONSTRUCTION EASEMENT

A TRACT OF LAND LYING IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 28 EAST, WILLAMETTE MERIDIAN, UMATILLA COUNTY, OREGON AND BEING A PORTION OF THAT TRACT OF LAND CONVEYED TO THE CITY OF HERMISTON BY WARRANTY DEED RECORDED MARCH 29, 1977 IN REEL 16, PAGE 1772, UMATILLA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 14 AS SHOWN IN SURVEY NO. 95-44-B, RECORDS OF SAID COUNTY; THENCE SOUTH 00°51'07" EAST ALONG THE EAST LINE OF SAID SECTION 14 A DISTANCE OF 1,327.64 FEET; THENCE LEAVING SAID SAID SECTION LINE, SOUTH 89°51'58" WEST A DISTANCE OF 407.56 FEET TO THE **POINT OF BEGINNING;**

THENCE SOUTH 89°51'58" WEST A DISTANCE OF 98.22 FEET; THENCE NORTH 35°35'35" WEST A DISTANCE OF 75.58 FEET; THENCE NORTH 54°46'37" EAST A DISTANCE OF 80.00 FEET; THENCE SOUTH 35°35'35" EAST A DISTANCE OF 132.05 FEET TO THE **POINT OF BEGINNING.**

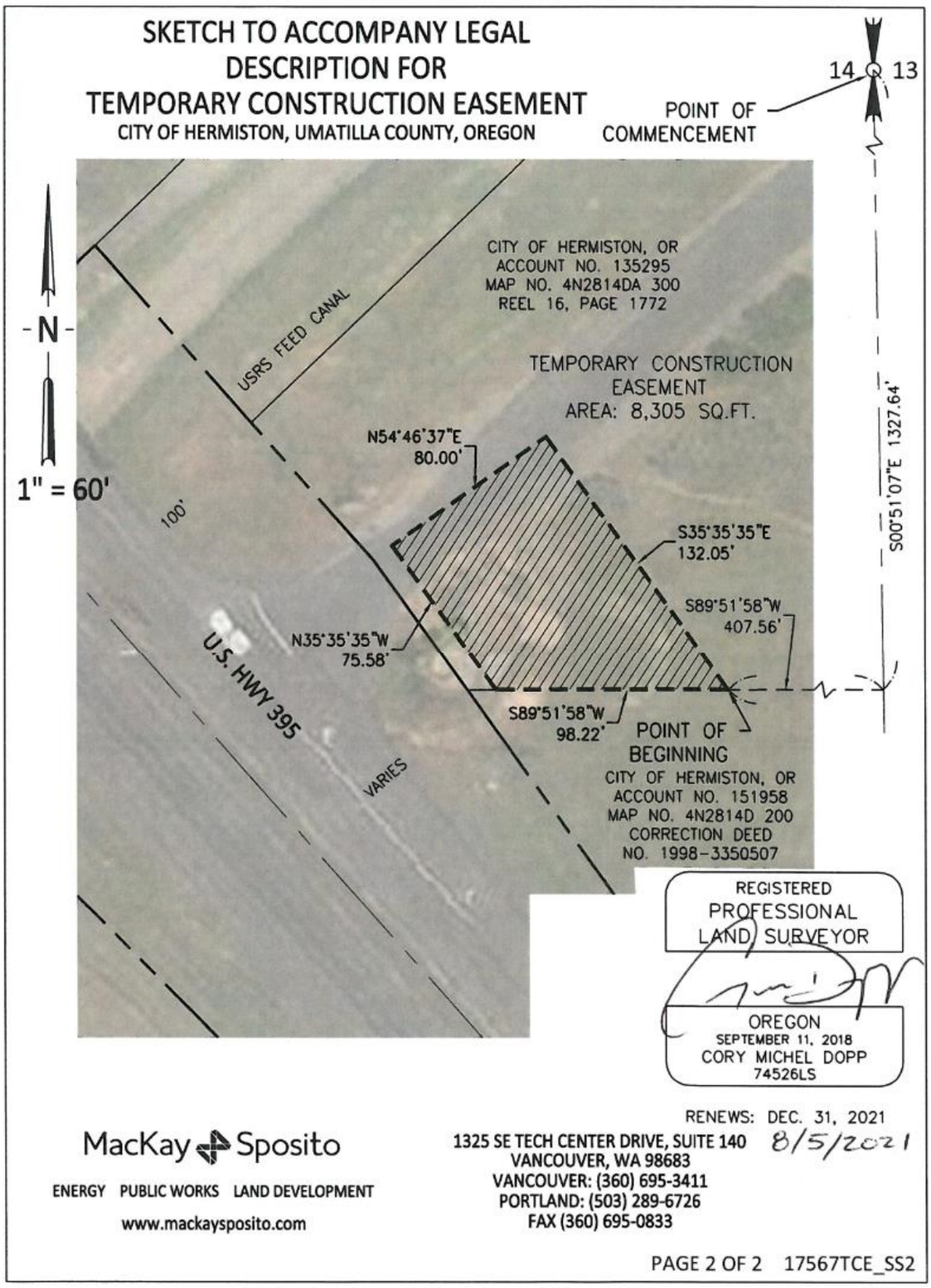
CONTAINS 8,305 SQUARE FEET, MORE OR LESS.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
SEPTEMBER 11, 2018
CORY MICHEL DOPP
74526LS

RENEWS: DEC. 31, 2021

8/5/2021


SKETCH TO ACCOMPANY LEGAL DESCRIPTION FOR TEMPORARY CONSTRUCTION EASEMENT
CITY OF HERMISTON, UMATILLA COUNTY, OREGON
14
13
POINT OF COMMENCEMENT
- N -
1" = 60'
CITY OF HERMISTON, OR
ACCOUNT NO. 135295
MAP NO. 4N2814DA 300
REEL 16, PAGE 1772
USRS FEED CANAL
TEMPORARY CONSTRUCTION EASEMENT
AREA: 8,305 SQ.FT.
N54°46'37"E
80.00'
S35°35'35"E
132.05'
S89°51'58"W
407.56'
S00°51'07"E 1327.64'
N35°35'35"W
75.58'
100'
U.S. HWY 395
VARIES
S89°51'58"W
98.22'
POINT OF BEGINNING
CITY OF HERMISTON, OR
ACCOUNT NO. 151958
MAP NO. 4N2814D 200
CORRECTION DEED
NO. 1998-3350507
REGISTERED
PROFESSIONAL
LAND SURVEYOR
OREGON
SEPTEMBER 11, 2018
CORY MICHEL DOPP
74526LS
RENEWS: DEC. 31, 2021
8/5/2021
MacKay Sposito
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