

31  
2

433 0334



2003-4330334 1 of 2

State of Oregon )  
County of Umatilla )

This instrument was received  
and recorded on

03-28-03 at 3:15

In the record of instrument  
code type DE-EAS

When recorded return to:  
J.R. Simplot Company  
P.O. Box 27  
Boise ID 83707

Instrument Number 2003-4330334  
Fee 31.00

Office of County Records

Records Officer

RECEIVED

MAR 28 2003

UMATILLA COUNTY  
RECORDS

**WATER LINE EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, THAT **J.R. Simplot Company**, a Nevada corporation (hereinafter referred to as Grantor) in consideration of the sum of \$NONE, however, the actual consideration consists of or includes other property or value given or premises which is the whole consideration, the receipt of which is acknowledged (as specified per the requirements of ORS 93.030) to it in hand paid by the **Port of Umatilla**, a Municipal corporation of the State of Oregon, and the **City of Hermiston**, a Municipal corporation of the State of Oregon, (hereinafter referred to as Grantees), does hereby bargain, sell and convey to the Grantees, their successors and assigns, a perpetual easement and right-of-way for the purpose of reconstructing, maintaining, repairing and using the same for existing water line or lines, mains, conduits, valves and controls, wherever such water line or lines and appurtenances currently exist over, across, in and through the real property located in the County of Umatilla and State of Oregon and more particularly described as follows:

A strip of land 66.00 feet in width, lying in the Southwest quarter of Section 27, and in the Southeast quarter of Section 28, T 4 N, R 28 E, Willamette Meridian, Umatilla County, Oregon, being the Westerly 33.00 feet of the Southwest quarter of Section 27 and the Easterly 33.00 feet of the Southeast quarter of Section 28, lying Southerly of the Union Pacific Railroad, commonly known as that certain County Road No. 1324, also known as Simplot Road, which runs North and South between said Railroad and the South line of said sections.

To have and to hold the above described and granted premises unto the Grantees, their successors and assigns forever for the uses and purposes above provided.

Grantees shall indemnify, defend, and hold harmless Grantor and its successors and assigns from an against all claims, demands, damages, losses, liabilities, and any other matter whatsoever, and all costs and expenses, including attorneys' fees, incurred in connection therewith for any injuries, death, or damage arising from Grantee's exercise of the rights and privileges herein granted.

The Grantees shall have the right at any time hereinafter to enter upon the above described real property for the purpose of constructing, reconstructing, maintaining or repairing any and all water lines, mains, conduits, valves or controls thereon or therein or any connection therewith to remove any trees, shrubs, or brush necessary or convenient to accomplish the same.

The Grantees by the acceptance of this conveyance hereby covenant, promise and agree to replace and restore as nearly as practicable the surface of the soil upon the above described property within a reasonable time after the construction, reconstruction, maintenance or repair upon any water line, mains, conduit, valves or controls therein or thereon.



The Grantor, their successors or assigns, shall not construct or maintain any building or other structures upon or in the above described real property without the written consent of the Grantees, their successors or assigns being first had and obtained.

If Grantees cease to use the easement for the purposes set forth herein, all rights hereunder shall terminate and revert without cost back to Grantor.

The rights and obligations of the parties hereto shall be binding upon and inure to the benefit of their respective successors and assigns.

In witness whereof, the undersigned have executed this easement this 18<sup>th</sup> day of March, 2003.

**J.R. SIMPLOT COMPANY**

By: *Ronald N. Graves*  
Ronald N. Graves,  
Sr. Vice President, Secretary & Chief Legal Officer

STATE OF IDAHO        }  
                                  } ss.  
COUNTY OF ADA        }

On this 18<sup>th</sup> day of March, 2003, before me, the undersigned, personally appeared Ronald N. Graves, to me known to be the Sr. Vice President, Secretary & Chief Legal Officer of J.R. Simplot Company, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that said individual was authorized to execute said instrument.

WITNESS my hand and official seal the day and year first above written.

*Janene A. Kattner*  
Notary Public in and for the State of Idaho  
Residing at: Borico, ID  
Commission expires: 5/31/08

