

RIGHT OF WAY CONTRACT

For and in consideration of the sum of Ten (\$10.00) Dollars cash, the receipt of which is hereby acknowledged, to be paid at the time and in the manner hereinafter set forth, CITY OF PENDLETON  
P.O. Box 190, PENDLETON, OREGON 97801

whose address is \_\_\_\_\_  
hereinafter referred to as Grantors, (whether one or more), do hereby grant and convey unto CASCADE NATURAL GAS CORPORATION, its successors and assigns, hereinafter referred to as Grantee, the right to select the route for and construct, maintain, inspect, operate, protect, repair, replace, alter and remove a Cathodic ground bed, for Cathodic Protection purposes and services reasonably necessary in the opinion of the Grantee to use in conjunction with the Grantees Cathodic Protection system, over and through the following described lands, of which Grantors warrant that they are the owners in fee simple, situated in the County of UMATILLA; State of OREGON, to-wit

PROPERTY LOCATION: Within the Northerly and Easterly 200 feet of McKay Creek Park as situated in the City of Pendleton.

EASEMENT LOCATION: 5 feet by 5 feet within the above described property by mutual agreement

Grantee agrees to re-locate the Cathodic Protection system to accommodate any future plans of Grantor on said easement.

Grantee agrees to protect, indemnify and hold the Grantor harmless from any and all damages, claims, costs and liabilities which may in anywise come against Grantor by reason of injury to third persons (including employees or agents of Grantor) or to protect their property caused by or growing out of any act or omission or failure to act of Grantee in the use of this easement.

Section 16, Township 2 North, Range 32 East, W.M., together with the right of ingress and egress to and from said Cathodic Protection system for the purposes aforesaid; hereby releasing and waiving, as to Grantee, all rights under and by virtue of the homestead exemption laws of said state.

Grantors shall have the right to use and enjoy the above described premises, except as to the rights herein granted; and Grantors agree not to build, create or construct or to permit to be built, created or constructed any obstruction, building, engineering works or other structures over or that would interfere with said ground bed or Grantee's rights hereunder. Grantee hereby agrees to pay any damages which may arise to growing crops, pasturage, timber, fences or buildings of said Grantors from the exercise of the rights herein granted; said damages, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one to be appointed by the undersigned Grantors, their successors, heirs or assigns, one to be appointed by the Grantee, its successors or assigns, and the third by the two so appointed, and the written award of such three persons shall be final and conclusive.

It is agreed that the obligation of Grantee to make any payment hereunder shall be satisfied by delivery of such payment to any of the Grantors for the benefit of all Grantors.

Any ground bed constructed by Grantee across lands under cultivation shall, at the time of construction thereof, be buried to such depth as will not interfere with such cultivation.

The Grantee shall have the right to assign this grant in whole or in part including, without limitation, the right of assignment under any presently outstanding or future mortgage or mortgages given to secure any bonds or other bona fide indebtedness of the Grantee.

It is agreed that this grant covers all the agreements between the parties hereto and that no representations or statements, verbal or written, have been made, modifying or adding to or changing the terms of this agreement.

The terms, conditions and provisions of this contract shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

TO HAVE AND TO HOLD said right-of-way and easement unto said Grantee, its successors and assigns until such first ground bed be constructed and so long thereafter as a ground bed is maintained thereon.

IN WITNESS whereof the Grantors herein have executed this conveyance this 3rd day of September, 19 80.

WITNESS:

By: Joe McLaughlin (Seal)  
Joe McLaughlin, Mayor  
\_\_\_\_\_  
\_\_\_\_\_  
(Seal)

Attest: Judi A. Zoske (Seal)  
Judi A. Zoske, Acting City Recorder  
\_\_\_\_\_  
(Seal)

RECEIVED BY  
Umatilla County Surveyor  
Date: 7-17-2018  
Recd By: TMA  
No.: 18-061-B

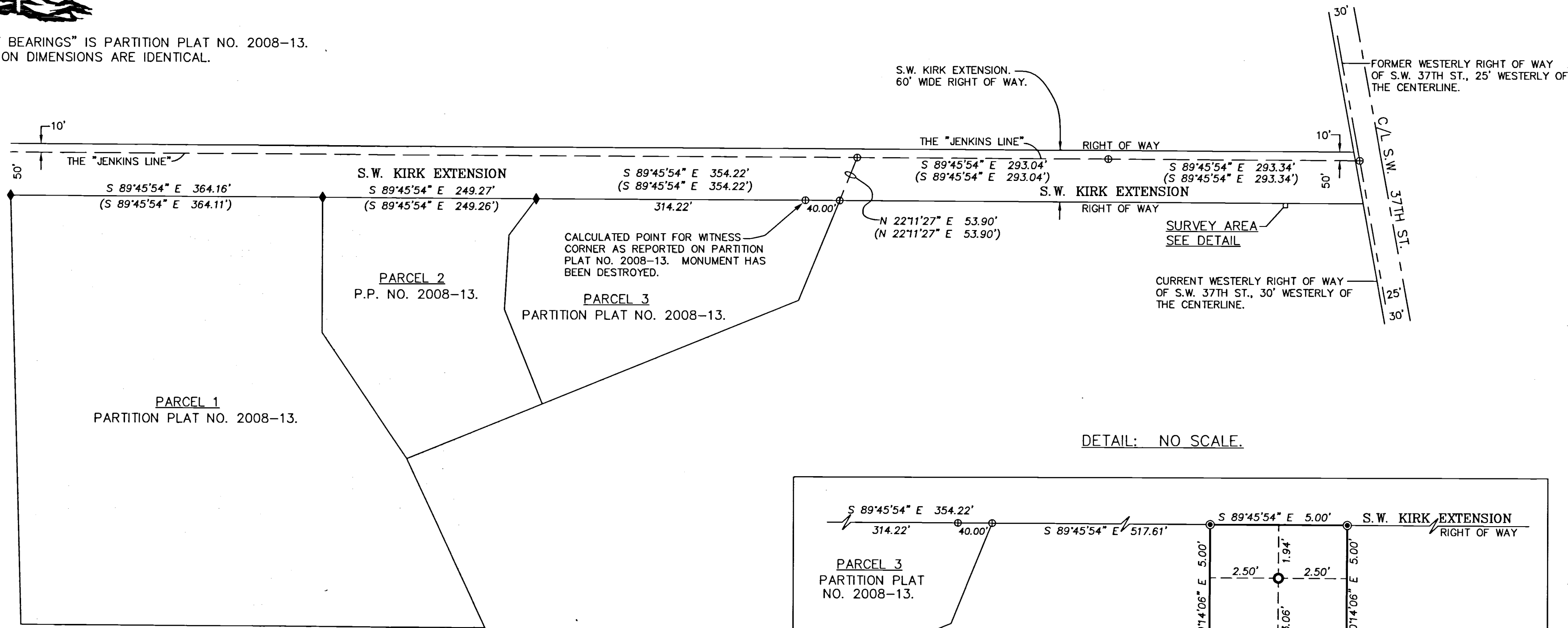


SCALE: 1"=100 FEET  
 0 50 100 200

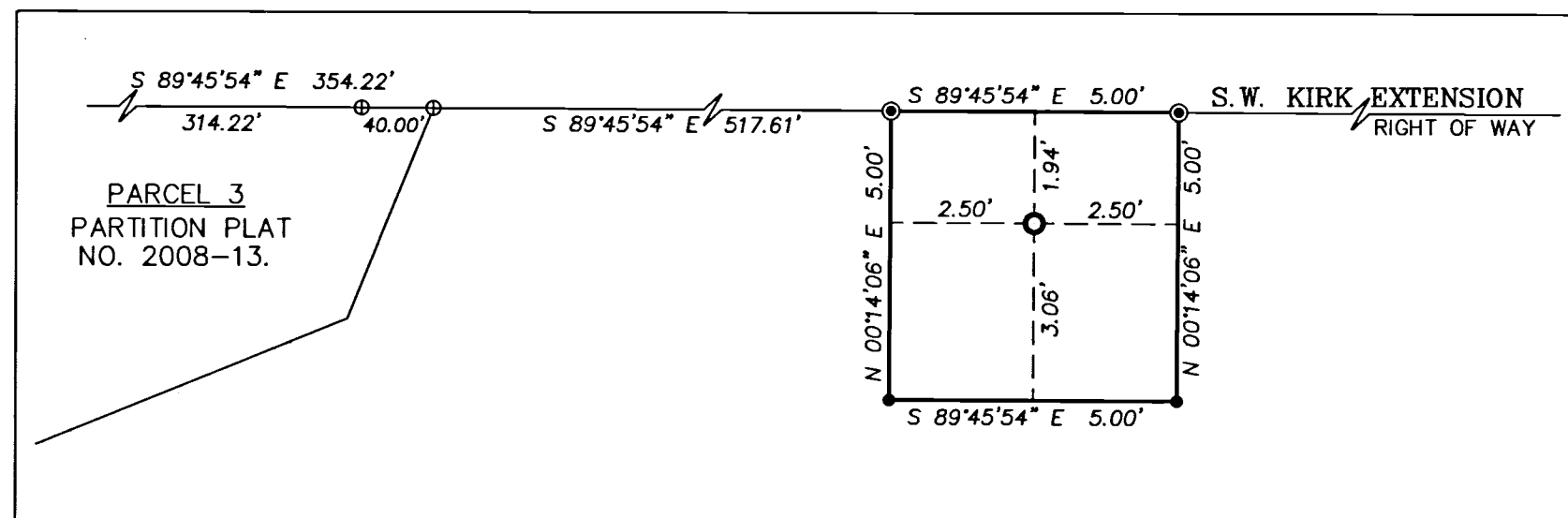
# RECORD OF SURVEY

LOCATED IN THE WEST HALF OF SECTION 16, TOWNSHIP 2 NORTH,  
 RANGE 32 EAST, W.M., UMATILLA COUNTY, OREGON.  
 JULY, 2018.

"BASIS OF BEARINGS" IS PARTITION PLAT NO. 2008-13.  
 ALL COMMON DIMENSIONS ARE IDENTICAL.



DETAIL: NO SCALE.



### LEGEND

- SET 5/8"x24" IRON REBAR WITH 1 1/4" BLUE PLASTIC CAP MARKED "WELLS SURVEYING PLS 54657."
- SET WOOD HUB WITH TACK AT CORNER POINT TO MARK EASEMENT LOCATION.
- ⊕ CALCULATED POINT ONLY. NOTHING FOUND OR SET.
- CENTERLINE OF 8" DIAMETER METAL CASING CONTAINING THE CASCADE NATURAL GAS CATHODIC GROUND BED AND PROTECTION SYSTEM PER RIGHT OF WAY CONTRACT BETWEEN THE CITY OF PENDLETON AND CASCADE NATURAL GAS CORPORATION DATED SEPTEMBER 3, 1980. THE CONTRACT STATES THE EASEMENT IS 5.00' WITHIN THE NORTHERLY AND EASTERLY 200.00' OF MCKAY CREEK PARK AS SITUATED IN THE CITY OF PENDLETON. A COPY OF THE RIGHT OF WAY CONTRACT WAS PROVIDED TO ME BY DANIEL W. HAMILTON, CORROSION CONTROL TECHNICIAN II, FOR CASCADE NATURAL GAS CORPORATION. I USED SURVEY NO. J-156-C BY THE CITY OF PENDLETON TO DETERMINE THE BOUNDARY OF MCKAY CREEK PARK IN THE AREA OF THE EASEMENT. IN THE EASEMENT AREA MCKAY PARK IS BOUND BY S.W. KIRK EXTENSION ON THE NORTH AND S.W. 37TH STREET ON THE EAST. THE CENTER OF THE 8" CASING IS NOT EXACTLY CENTERED IN THE EASEMENT AS SHOWN BECAUSE I TERMINATED THE EASEMENT AREA AT THE SOUTHERLY RIGHT OF WAY OF S.W. KIRK EXTENSION BECAUSE THE CASCADE GAS RIGHT OF WAY CONTRACT STATED THE EASEMENT WAS GRANTED WITHIN THE BOUNDARY OF MCKAY CREEK PARK, OTHERWISE A PORTION OF THE EASEMENT WOULD EXTEND INTO S.W. KIRK EXTENSION RIGHT OF WAY. IT SHOULD BE NOTED THAT THE 8" METAL CASING WILL BE REMOVED BY CASCADE NATURAL GAS AND A NEW SYSTEM WILL BE PLACED BELOW GROUND WITHIN THE EASEMENT AREA DEPICTED ON THIS SURVEY.
- ◆ FOUND 5/8" IRON REBAR WITH RED PLASTIC CAP PER PARTITION PLAT NO. 2008-13.

### NARRATIVE

THIS EASEMENT SURVEY WAS MADE AT THE REQUEST OF DANIEL HAMILTON, CORROSION CONTROL TECHNICIAN II FOR CASCADE NATURAL GAS CORPORATION, TO LOCATE AN EASEMENT AREA GRANTED TO CASCADE NATURAL GAS BY THE CITY OF PENDLETON. THE RIGHT OF WAY CONTRACT (RECORDED WITH THIS SURVEY) WAS PROVIDED BY DANIEL HAMILTON. NO OTHER INFORMATION WAS PROVIDED BY CASCADE NATURAL GAS. THE BASIS OF BEARINGS FOR THIS SURVEY ARE BASED ON PARTITION PLAT NO. 2008-13. ALL MONUMENTS FOUND, HELD, AND SET ARE NOTED. THE 8" DIAMETER METAL CASING WAS ASSUMED TO BE IN THE CENTER OF THE EASEMENT FOR SURVEY PURPOSES, EXCEPTING THE EASEMENT WAS TERMINATED ON THE SOUTHERLY RIGHT OF WAY OF S.W. KIRK EXTENSION.

\CNGMCKAY2018ROT

**RECEIVED BY**  
 Umatilla County Surveyor  
 Date: 7-17-2018  
 Rec'd By: TMA  
 No.: 18-061-3

REGISTERED  
 PROFESSIONAL  
 LAND SURVEYOR  
*Jason M. Wells*  
 OREGON  
 NOVEMBER 29, 2010  
 JASON M. WELLS  
 54657PLS  
 RENEWS 6/30/20

WELLS SURVEYING  
 200 SE HAILEY SUITE 108  
 P.O. BOX 1696  
 PENDLETON, OR 97801  
 PHONE: (541) 276-6362

DATE: 07/2018	DR. BY: JMW
CK. BY: WRW	NO: 18-1695

PROJECT:  
 EASEMENT SURVEY FOR:  
 CASCADE NATURAL GAS CO.  
 LOCATED IN THE WEST HALF OF SECTION 16,  
 T2N, R32E, W.M., UMATILLA COUNTY, OREGON.