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WATER PIPELINE
RIGHT OF WAY EASEMENT

For Mutual Benefits and Good Consideration, the receipt of which is hereby acknowledged, **AVISTA CORPORATION** a Washington corporation, "Grantor" hereby grants, conveys and warrants to the **CITY OF KLAMATH FALLS, OREGON**, "Grantee", a perpetual easement on, over, under, along and across real property located in the Northwest ¼ of Section 36, T. 38 N. , R. 9 E., W.M.. in the City of Klamath Falls, Oregon, Klamath County, State of Oregon, ("Easement Area") described in the attached Exhibit "A" and as shown on Exhibit "B" and by this reference made a part hereof.

1. **PURPOSE.** Grantee shall have the right to construct, reconstruct, operate, maintain, repair, relocate and replace a **water pipeline**, on, over, under, along and across the Easement Area, together with all necessary facilities and appurtenances "facilities".
2. **ACCESS AND DAMAGE** Grantee shall have access over and across the Easement Area for the purpose of the installation, repair and maintenance of said facilities, provided the Grantee repairs damages or compensates the Grantor for any damage to said properties as a result of such access and repair and maintenance.
3. **RIGHT OF WAY CLEARING AND MAINTENANCE.** Grantee shall have the right to cut, trim and remove any and all brush , branches and trees, including danger trees, on the Easement Area, that in the opinion of the Grantee, could interfere with the safe and reliable operation of Grantee's facilities as described herein.
4. **GRANTOR'S USE OF THE PROPERTY.** Grantors use of the herein described property is for a High Pressure Natural Gas Pipeline. Grantee's use shall not interfere with Grantor's use of it's pipeline and facilities. Specifically:
 - A. If Grantee's use of the Easement Area should at any time become a hazard to the presently installed Natural Gas facilities of Grantor or facilities added or constructed in the future, or should such use interfere with the construction, operation, inspection, maintenance or repair of the same or with Grantor's access along such Easement Area, the Grantee will be required to correct such hazard or interference, at Grantee's expense.
 - B. No filling and/or grading within said Easement Area shall be accomplished in such manner as to reduce vertical distance between the ground surface and Grantor's natural gas facilities or jeopardize the integrity of any of Grantor's facilities. Grantee must pay for any and all costs related to changing the Grantor's facilities in any way as a result of their uses.
 - C. Any damage to Grantor's facilities caused by or resulting from Grantee's use of the Easement Area will be repaired by Grantor and the actual cost of such repair shall be charged against and paid by the Grantee. All repairs, corrections, alterations and modifications to Grantor's pipeline and facilities will be done by the Grantor.

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Let: Avista Utilities
 PO Box 3727
 Spokane, WA 99220

- D. A minimum clearance of three (3) vertical feet from Grantor's natural gas pipeline must be observed in the installation of Grantee's water pipeline.
- E. At no time will the Easement Area be used for any other purpose than the placement of a water pipeline by Grantee
- F. At no time shall Grantor's access to its' natural gas pipeline and associated facilities along the Easement Area be permanently blocked off or unduly restricted. No fences shall be constructed within the Easement Area , landscaping must be restored to the before construction condition, no materials, structure or equipment shall be stored on the Easement Area and any construction within the said Easement Area must be consistent with the all applicable laws and codes.
- G. Natural gas pipelines and associated facilities have been or will be constructed, operated, and maintained within the Easement Area. Said facilities may require tree and brush cutting within and adjacent to the easement right of way. Grantor retains the right to cut, trim, remove and dispose of any and all brush, trees, and other vegetation presently existing upon the Easement Area. Grantor shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees and other vegetation upon the Easement Area.
- H. The Grantee must notify Grantor's Klamath Falls Construction Office at (541)884-3048 at least 48 hours prior to the commencement of any and all construction activities related to such uses and to coordinate the protection of the gas pipeline and associated facilities. A representative of the Grantor must be present at any time the Grantor's pipeline or facilities are exposed or any excavation occurs in the Easement Area during the construction, repair, removal or maintenance of the Grantee's facility.

5. **INDEMNITY.** The Grantee agrees to indemnify and hold harmless the Grantor from any and all claims for damages suffered by Grantor including Grantor's agents, guests and employees which may be caused by Grantee's negligence in the exercise of the rights herein granted, provided, that the Grantee shall not be responsible to Grantor or Grantor's agents, guests or employees for any damages or injury to any person or property caused by acts or omissions of Grantor, including Grantor's agents, guests or invitees.

6. **SUCCESSORS AND ASSIGNS.** The rights and obligations of the parties shall be for the benefit of and be binding upon their respective successors, heirs and assigns.

DATED this 21st day of December, 1999

GRANTOR
AVISTA CORPORATION

Donald J. Malisani
Supervisor, Real Estate Department

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[illegible]

On this day personally appeared before me Donald J. Malisani, known to me to be the Supervisor of the Real Estate Department of the Corporation who executed the within and forgoing instrument, and acknowledged to me that such Corporation executed the same as a free and voluntary act and deed for the purposes therein mentioned.

GIVEN under my hand and official seal this 21 day of December 1999

Teri Lu Patton

Signature

Teri Lu Patton

Print Name



Notary Public for the State of
Washington

Residing at

Spokane

My Commission

Expires May 27, 2000

KLAMATH WATERLINE.NEW DOC

A-264

EXHIBIT A**LEGAL DESCRIPTION FOR BASIN VIEW WATER LINE ACROSS NATURAL GAS EASEMENT**

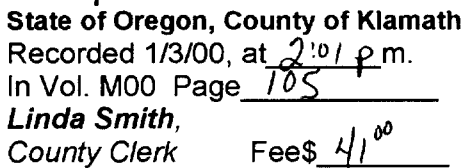
A TRACT OF LAND SITUATED IN THE NORTHWEST ONE-QUARTER OF SECTION 36, TOWNSHIP 38 SOUTH, RANGE 9 EAST, WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 36, SAID POINT BEING MARKED BY A BRASS CAP, THENCE SOUTH 60°31'25" EAST, 1495.18 FEET TO A FIVE-EIGHTHS INCH IRON ROD WITH CAP MARKED "TRU-LINE", AND THE TRUE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THAT TRACT DESCRIBED IN VOLUME 383, PAGE 145, DEED RECORDS OF KLAMATH COUNTY, OREGON; THENCE NORTH 00°03'06" EAST, 80.27 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID TRACT; THENCE ALONG SAID RIGHT-OF-WAY LINE, SOUTH 43°35'08" EAST, 28.98 FEET; THENCE SOUTH 00°03'06" WEST, 80.27 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF SAID TRACT; THENCE NORTH ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, NORTH 43°35'08" WEST, 28.98 FEET TO THE POINT OF BEGINNING.

CONTAINING 1605.43 SQUARE FEET

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DRAWN BY: TCB
DESIGNED BY: TCB
CHECKED BY: TAH
APPROVED BY: TAH



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