

Return Address:

Avista Corporation
Real Estate Department
P. O. Box 3727
Spokane, Washington 99220-3727
Attn: Randy Daniels

PN

State of Oregon, County of Klamath
Recorded 12/03/2002 8:51 a m.
Vol M02, Pg 69968-21
Linda Smith, County Clerk
Fee \$ 36⁰⁰ # of Pgs 4

PARTIAL RELEASE OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That the Avista Corporation, a Washington corporation, successor to El Paso Natural Gas Company, the owner and holder of that certain Right of Way Easement signed on the 17th day of July, 1961 by C.A. Bush and Bertha Mae Bush, and recorded in the records of Klamath County, State of Oregon, in Volume 33, Page 208, under Auditor's Number 62408, a copy of which is attached hereto and marked Exhibit "A". Granting unto El Paso Natural Gas Company, its successors and assigns, an easement for a natural gas pipe line across the following described property.

For mutual benefits Avista Corporation, a Washington Corporation, does hereby release said easement from the Recorders records only as said easement pertains to the following described portion of the encumbered property all situate in Klamath County, State of Oregon, to wit:

All of Lot 6 Block 4, Beverly Heights except the north 40 feet thereof.

This release shall eliminate the 30 foot no-building restriction but, not impair the rights of Avista Corporation, a Washington corporation, to the remaining portion of the property therein described, and to other rights reserved on the above-described property.

Avista Corporation Document No. 47677

Exhibit "A"

Form 9-25 (Rev. 2-4-60)

STATE OF OREGON
COUNTY OF KLAMATH

62408 Vol 33/ Page 208

EASEMENTS:
Others to Avista Corp.
47677

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, hereinafter referred to as Grantor, for and in consideration of the sum of ONE DOLLAR AND OTHER CONSIDERATIONS, to the undersigned in hand paid by EL PASO NATURAL GAS COMPANY, a corporation, hereinafter called Grantee, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto said Grantee, its successors and assigns, a right of way and easement to construct, maintain and operate a pipe line with appurtenances thereto, and, in connection therewith, a telephone line, a power transmission line and road (said pipe line, appurtenances, telephone and transmission lines and road being hereinafter sometimes collectively called the "facilities") over and through the hereinafter described land, approximately along the line designated by survey heretofore made or hereafter to be made by the Grantee, through and over the said property on a right of way 60 feet in width.

This grant shall carry with it the right of ingress and egress to and from the said right of way, with the right to use existing roads, for the purpose of constructing, inspecting, repairing and maintaining the facilities and the removal or replacement of same at will, either in whole or in part, and the replacement of said pipe line with either like or different size pipe. During temporary periods Grantee may use such portion of said property along and adjacent to said right of way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities.

TO HAVE AND TO HOLD the above described rights and easements, together with all rights necessary to operate and maintain the facilities over the right of way hereby granted unto the said Grantee, its successors and assigns, and the Grantee may assign the rights and easements herein granted, either in whole or in part, subject to the terms of this grant, and such rights and easements shall be covenants running with the land and be binding upon Grantor, his heirs, legal representatives and successors in title.

Grantee may at any time, and upon permanent abandonment of said right of way and removal of all improvements constructed thereon, shall execute and record a reconveyance and release hereof, whereupon this right of way and easement and all rights and privileges herein mutually granted shall be fully cancelled and terminated.

Grantor reserves the right to full use and enjoyment of said property except for the purposes herein granted, but such use shall not hinder, conflict or interfere with the exercise of Grantee's rights hereunder, and no building, reservoir or other improvement shall be constructed or maintained on or within thirty feet of said right of way without Grantee's prior written consent.

Grantee shall not, without Grantor's consent, construct a road over any land which is in cultivation, and when required for purposes of cultivation Grantee, at Grantor's written request, will relocate any road constructed by it on another site supplied by Grantor.

Grantee shall, during construction, bury all pipe lines below ordinary plow depth.

Grantee shall pay to Grantor all damages to Grantor's growing crops and timber caused by the construction, maintenance, repair, replacement or removal of the facilities. It is mutually agreed that should any dispute arise as to such damages, the same, if not mutually agreed upon, shall at the written request of either party be arbitrated and determined by disinterested arbitrators, one to be appointed by Grantor, and one by Grantee, within 70 days after such request, and if the two so chosen be unable to agree within 90 days after appointment, then they shall, within 30 days after written request by either the Grantor or the Grantee, select a third arbitrator, and failing so to do, such third arbitrator shall be appointed on application of either Grantor or Grantee, by the senior Federal District Judge of the District wherein the land lies and the decision of any two of the arbitrators thus appointed shall be final and conclusive.

Grantee has entered into an agreement with a distribution company for the purpose of supplying Grantor with natural gas for his domestic use and pumping purposes only. Upon written application to Grantee at El Paso, Texas, the Grantee will make one tap on a gas pipe line constructed on said right of way and cause gas to be furnished to Grantor by said distribution company. The gas shall be furnished and measured at the main line of Grantee at rates and under rules and regulations established by said distribution company. A purchaser of all, but not a part, of the hereinafter described land shall succeed to Grantor's right granted in this paragraph.

There is hereby granted to the Grantee herein the right to construct, maintain and operate on said right of way, additional pipe line or lines, and appurtenances, and in the event Grantee exercises this right Grantee shall pay Grantor the sum of \$1.00 per lineal foot for such additional line so laid, as well as damages caused by Grantee to Grantor's growing crops and timber; and Grantee shall in such case have the same rights with respect to such additional lines and appurtenances as are hereby granted with respect to the first line and appurtenances to be constructed.

Grantor represents and warrants that he is the owner in fee simple of the land hereinafter described, subject only to outstanding mortgages, if any, now of record in said county, and agrees that in the event of default by Grantor, Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on said land and thereupon be subrogated to such lien.

It is hereby understood that the parties securing this grant in behalf of the Grantee are without authority to make any covenant or agreement not herein expressed.

DESCRIPTION OF PROPERTY SITUATED IN KLAMATH COUNTY, STATE OF OREGON
Subdivision Section Township Range or Block B. & M. or Abstract No.

Lot 6, Block 4 in Beverly Heights, according to the duly recorded Plat thereof on file in the records of Klamath County, Oregon.

WITNESS THE EXECUTION HEREOF the 17th day of July 1941, A. D.

by G. A. Bush and Berta Mae Bush, husband and wife

G. A. Bush
Witness to Signature

G. A. Bush
Berta Mae Bush

Project Name: FGT to Klamath Falls Line

W/O: Dwg. No. 2441.0-5

File: R/S 601172 Grant No. 9-23A

REG. NO. 32043

47677

Form 9-123 (6-50)

(Joint Acknowledgment for Oregon)

2 STATE OF OREGON
COUNTY OF KLAMATH

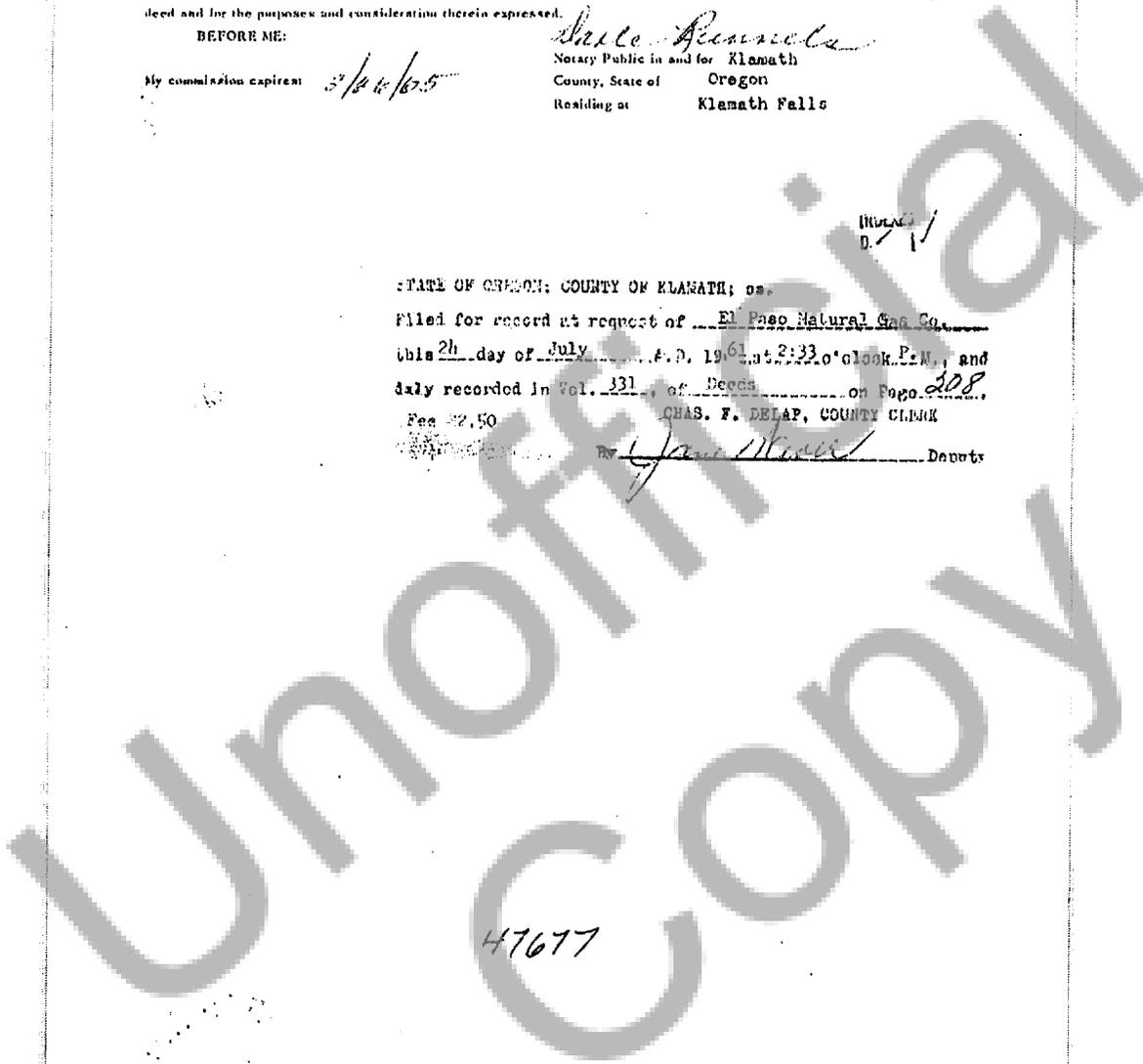
On this the 17th day of JULY, 1961, before me, the undersigned authority, personally appeared C. A. Bush and Berta Mae Bush, his wife, known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed and for the purposes and consideration therein expressed.

BEFORE ME: *Willie Beaman*
Notary Public in and for Klamath
County, State of Oregon
Residing at Klamath Falls

My commission expires: 3/24/65

INDEXED
D. 1

STATE OF OREGON; COUNTY OF KLAMATH; ss.
Filed for record at request of El Paso Natural Gas Co.
this 21st day of July, A.D. 1961, at 2:33 o'clock P.M., and
duly recorded in Vol. 331, of Deeds, on Page 208.
Fee \$2.50
CHAS. F. DELAP, COUNTY CLERK
By *James Stewart* Deputy



47677

rd. 45
El Paso Natural Gas Co
Box 1492,
El Paso, Texas