



04/02/2007 10:03:50 AM

Fee: \$31.00

Return Address:
Avista Corporation
Real Estate Department
P.O. Box 3727
Spokane, Washington 99220-3727
Attn: Randy Daniels MSC-R10

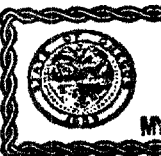
UNDERGROUND NATURAL GAS LINE
RIGHT OF WAY EASEMENT

For Mutual Benefits, the receipt of which is hereby acknowledged, **BI-MART CORP**, a California corporation, "Grantor" hereby grants, conveys and warrants to the **AVISTA CORPORATION**, a Washington corporation "Grantee", a **10 foot wide** perpetual easement on, over, under, along and across the northwestern portion of 399E04AA tax lot 5600 also identified as Assessor's account number R530991, records of Klamath County, located in Section 4, Township 39 South, Range 9 East, W.M., Klamath County, State of Oregon, more particularly described as follows:

1. **PURPOSE.** Grantee shall have the right to construct, reconstruct, operate, maintain, repair, relocate and replace **an underground natural gas line(s)**, together with all necessary fixtures and appurtenances, "facilities", on, over, under, along and across the herein described property. **The legal description and location of the easement are shown on the attached map marked EXHIBIT "A" and by this reference made a part hereof.**
2. **ACCESS AND DAMAGE.** Grantee shall have access over and across the above described property and reasonable access over and across the adjoining property of the Grantor for the purpose of the installation, repair and maintenance of said facilities, provided the Grantee gives prior notification of access and repairs damages or compensates the Grantor for any damage to said properties as a result of such access, repair and maintenance.
3. **GRANTOR'S USE OF THE PROPERTY.** Grantor reserves the right to the use and enjoyment of the property described herein, but such use shall not unreasonably conflict or interfere with the Grantee's rights herein granted. Grantor shall not construct, place or maintain any building or structures within the herein described easement area that would interfere with the maintenance or safe operation of said facilities or that are not in compliance with all safety and building codes, regulations and laws.
4. **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.

The Avista Corporation Document No. D/m

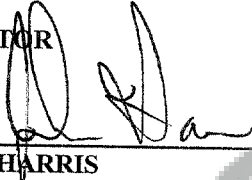
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5. **SUCCESSORS AND ASSIGNS.** The rights and obligations of the parties shall be for the benefit of and be binding upon their respective successors, heirs and assigns.
6. **ABANDONMENT OF FACILITIES.** Upon abandonment of this easement by the Grantee, said easement area shall revert back to the Grantor. Said abandonment shall be evident by a release of easement by the Grantee its successors or assigns.

DATED this 16 day of FEBRUARY, 2007.

GRANTOR

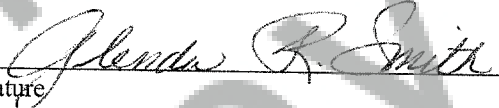


JOHN HARRIS
TITLE: PRESIDENT, BI-MART CORP

STATE OF OREGON)
) ss.
COUNTY OF LANE)

I certify that I know or have satisfactory evidence that **JOHN HARRIS**, signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as **PRESIDENT, BI-MART CORP** to be the free and voluntary act and deed for such party for the purposes therein mentioned.

GIVEN under my hand and official seal this 19 day of February, 2007.



Signature

Glenda R. Smith

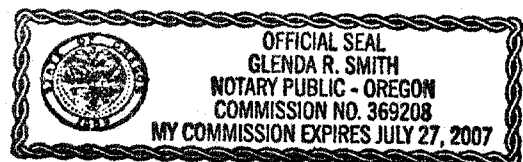
Print Name

Notary Public for the State of Oregon

Residing at Eugene, OR

My Commission expires 7-27-07

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OFFICIAL
GLENDA R.
NOTARY PUBLIC
COMMISSION
COMMISSION EXPIRES

Exhibit "A"

A 10 foot wide easement on said tax lot described as follows;

Commencing at the NW corner of Tax Lot 5600 on map 399e04aa in said Section 4; thence southwesterly along the westerly line of said Tax Lot 5600 a distance of 120 feet, more or less, to the point of beginning for this easement; thence deflecting at a 90° angle to the left a distance of 97 feet, more or less, to the point of terminus.

