

2012-011349

Klamath County, Oregon



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10/12/2012 11:07:23 AM

Fee: \$47.00

After Recording Return to:

Avista Corporation
Real Estate Dept. MSC-25
P. O. Box 3727
Spokane, WA 99220

Grantor: Avista Corporation
Grantee: Bulldog, LLC
Short Legal: Ptn NW1/4NW1/4, S34-T38S-R9EWM

RIGHT OF WAY EASEMENT

This agreement by and between AVISTA CORPORATION, formerly The Washington Water Power Company, P. O. Box 3727, Spokane, Washington 99220-3727 "Grantor", for and in consideration of Mutual Benefit, does hereby grant, bargain, sell and convey unto Bulldog, LLC, 2000 NE 42nd Avenue, #374, Portland, Oregon 97213, their successors and assigns, "Grantee", an easement over, upon, along and across the following described property located in Klamath County, Oregon:

A tract of land situated in the Northwest 1/4 of the Northwest 1/4 of Section 34, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a point on the north line of said Section 34 from which a 2 inch iron pipe marking the northwest corner of said Section 34 bears S89°33'37"W 1038.68 feet; thence Southwesterly 67.24 feet along the arc of a 924.93 foot radius curve to the right, the chord of which bears S26°22'05"W 67.23 feet, to a point marked by a 5/8 inch iron rod per Klamath County Survey 7930; thence N89°33'37"E 67.90 feet to a point marked by a 5/8 inch iron rod per Klamath County Survey 7930; thence Northeasterly 66.24 feet along the arc of a 984.93 foot radius curve to the left, the chord of which bears N24°36'54"E 66.23 feet to the north line of said Section 34; thence S89°33'37"W 65.63 feet to the point of beginning. (Easement Area)

1. **PURPOSE.** Grantee shall have the right to construct, reconstruct, maintain, level and grade a roadway for ingress and egress, public or private, and drainage facilities purposes. No permanent structures or plantings, shall be erected on or across the above described property without express written consent of Grantor. Any grading, leveling or filling of the easement

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area must be performed in accordance with Grantor's inspector and must maintain minimum cover and clearance as directed by Grantor's inspector or authorized personnel.

2. RIGHT OF WAY CLEARING AND MAINTENANCE. GRANTEE shall have the right to cut, trim and remove any and all brush, branches, foliage and trees located within the Easement Area. GRANTEE shall also control on a continuing basis and by any prudent, environmentally friendly, and reasonable means, the growth of noxious weeds and the establishment and growth of trees, brush and other vegetation located within the Easement Area, and incorporate such other erosion control measures and trespass deterrents as are necessary and required by Grantor to protect Grantor's utility facilities and property.

3. GRANTOR'S USE. GRANTOR reserves the right to the use and enjoyment of the Easement Area to construct, reconstruct, operate and maintain its natural gas, communications and electrical facilities consisting of but not limited to pipes, pipelines, poles, structures, guys, anchors, wires, conduits, vaults, valves, risers, etc., and appurtenances.

4. LAWS AND REGULATIONS. GRANTEE is responsible for assuring that any activities granted by this easement are in compliance with any and all applicable Federal, State and Local government and safety requirements, laws and regulations.

5. LITTER/NOXIOUS WEEDS/HAZARDOUS MATERIALS. GRANTEE, their successors and assigns, shall be responsible per the terms of this agreement, for controlling litter, illicit dumping, noxious weeds and illegal trespass on the Easement Area and Grantor's adjoining property that result from Grantee's use, activities and occupancy of the Easement Area. GRANTEE shall not allow the dumping of any hazardous chemicals or materials to occur in or about the Easement Area, and shall be responsible and liable for all costs of cleaning and disposing of any environmentally damaging materials, chemicals or deposits from the Easement Area, which are the result of the rights exercised by GRANTEE hereunder. GRANTEE shall comply with all applicable federal, state and local laws regarding hazardous materials. Solely for the purposes of this easement agreement, what constitutes hazardous chemicals or materials shall be at Grantor's sole determination.

6. NON-COMPLIANCE. In the event GRANTEE fails to perform its duties and obligations as herein imposed, then GRANTOR shall perform such duties and obligations in Grantee's behalf and at Grantee's expense.

7. EXPIRATION/TERMINATION. At such time as the Grantee no longer requires the Easement Area for the purposes herein granted, or if a roadway, either public or private, is not constructed within seven (7) years, then the rights granted herein shall expire, and this easement shall automatically terminate. Grantee, its successors and assigns shall without protest, execute such conveyances or documents requested by Grantor, its successors and assigns, to evidence such expiration and termination.

8. LIABILITIES. Grantee understands that there is currently present within the Easement area, Grantor's facilities consisting of a high pressure underground natural gas pipeline and associated appurtenances. Grantee for itself and successors and assigns shall maintain minimum safe distances from Avista facilities and shall be liable of any damage to Avista facilities. Grantee shall be responsible for any and all activities that may result from use of the Property given herein and shall save Avista harmless and indemnify Avista from all damage claims and lawsuits that may result from any and all injury or death to persons and/or damage to

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or loss of property that occur upon or about the Property, caused by or arising out of the Grantee's use of the Easement area herein granted.

DATED this 2nd day of October, 2012

AVISTA CORPORATION

By: Donald J. Malisani

Its: Real Estate Dept. Mgr.

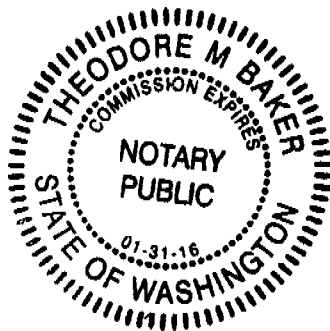
STATE OF WASHINGTON)

) ss.

County of Spokane)

On this 2nd day of October, 2012, before me, the undersigned, a Notary Public in and for the above named County and State, personally appeared Donald J. Malisani SR/WA, to me known to be the Manager of the Real Estate Department of AVISTA CORPORATION, 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 he is authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said Corporation.

GIVEN under my hand and official seal the day and year last written above.



Signed Theodore M. Baker
printed THEODORE M. BAKER
Notary Public in and for the State
of Washington, residing in Spokane.
My Commission Expires: 1/31/2016

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