

1st 1898802
After Recording Return To:
Avista Corporation
Real Estate Department
1411 E. Mission Avenue, MSC 25
Spokane, WA 99220-3727

(For Recorder)

2012-014169
Klamath County, Oregon
12/20/2012 03:24:08 PM
Fee: \$62.00

ASSIGNMENT OF EASEMENTS

This ASSIGNMENT OF EASEMENTS (this "Assignment"), dated November 30, 2012, is made by and between NORTHWEST PIPELINE GP, a Delaware general partnership ("Assignor"), and AVISTA CORPORATION, a Washington corporation ("Assignee").

Assignor and Assignee are parties to that certain Purchase and Sale Agreement dated as of June 28, 2012 (the "Agreement"). Capitalized terms used herein without definition shall have the respective meanings set forth in the Agreement.

NOW, THEREFORE, in consideration of the foregoing, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree as follows:

1. **Description of the Easements.** Exhibit A, attached hereto, contains a description of the easements, rights of way and other rights (collectively, the "Easements") which are the subject of this Assignment.
2. **Assignment.** Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns forever, all of Assignor's right, title and interest in and to the Easements and including all of Assignor's right, title and interest in and to any and all "Related Easements, Rights of Way and Permits," whether or not such interest is evidenced in writing or of record, and represents that Assignor has obtained the consent required, if any, from the fee owners of the property burdened by the Easements, to such assignment subject to the terms and conditions set out herein. Assignor hereby warrants and represents that it has not previously conveyed its interest in the Easements to any third party, or otherwise encumbered its interest. As used herein, the term "Related Easements, Rights of Way and Permits" means such easements, rights of way and permits, whether or not listed on the attached Exhibit A, pertaining or appurtenant to the real property rights being transferred by Assignor to Assignee in Klamath County, Oregon, that are required for the operation of the Klamath Falls Lateral.
3. **Assumption.** Assignee hereby agrees to accept and assume all of Assignor's right, title and interest in and to the Easements, and perform all duties and obligations of

Assignor contemplated by the Easements, as the same accrue from and after the effective date of this Assignment.

4. **Assignment to Run with the Land.** This Assignment shall be appurtenant to and run with the land and shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

5. **Ratification.** Except as amended hereby, the terms and conditions of the Easements shall continue in full force and effect, and are hereby ratified in their entirety.

6. **Governing Law.** This Assignment shall be construed and enforced in accordance with the laws of the State of Oregon, without regard to provisions relating to conflict of laws.

7. **Counterparts.** This Assignment may be executed in several counterparts all of which shall constitute one agreement, binding on all parties hereto, notwithstanding that all the parties are not signatories to the same counterpart.

8. **Statutory Notice.** THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

IN WITNESS WHEREOF, this Assignment is executed and effective as of 11:59
a.m./p.m. on this 31 day of December, 2012.

ASSIGNOR:

NORTHWEST PIPELINE GP

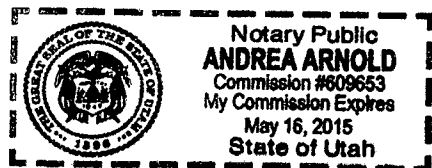
By: Edward R. Brewer
Name: Edward R. Brewer
Title: Vice President, Commercial
Operations

THE STATE OF Utah §

COUNTY OF Salt Lake §

Before me, the undersigned authority, on this day personally appeared Edward R. Brewer, VP Commercial Operations Northwest Pipeline, known to me to be the person whose signature is affixed to the foregoing instrument, who signed said instrument before me, and who acknowledged, in my presence, that he signed the foregoing instrument for the purpose and consideration therein expressed, and as the act of said entity.

Given under my hand and seal of office, this 30 day of November, 2012.




Andrea Arnold
Notary Public in and for the State of Utah

My Commission Expires:

May 16, 2015

ASSIGNEE:

AVISTA CORPORATION

By: 
Name: Dennis Vermillion
Title: President, Avista Utilities

THE STATE OF WA §

COUNTY OF SPOKANE §

Before me, the undersigned authority, on this day personally appeared Dennis Vermillion, President of Avista Utilities, known to me to be the person whose signature is affixed to the foregoing instrument, who signed said instrument before me, and who acknowledged, in my presence, that he signed the foregoing instrument for the purpose and consideration therein expressed, and as the act of said entity.

Given under my hand and seal of office, this 14 day of NOVEMBER, 2012.



Rae Ann Cornell

Notary Public in and for the State of WA.

My Commission Expires: 1-29-2014

EXHIBIT A TO ASSIGNMENT

The following easements, rights of way and other rights recorded in Klamath County, Oregon:

601172G1	Right of Way Easement AFN 66494, Vol 334, Page 559
601172G1	Right of Way Easement (Amendment) AFN 63670, Vol m93, Page 15133-5 Re-recorded AFN 66239, Vol m93, Page 20269
601172G2	Right of Way Easement AFN 57450, Vol 326, Page 617
601172G3	Right of Way Easement AFN 62085, Vol 330, Page 616 Re-recorded AFN 63274, Vol 332, Page 59
601172G4	Right of Way Easement AFN 57660, Vol 327, Page 115
601172G5	Right of Way Easement AFN 57768, Vol 327, Page 161
601172G9	Right of Way Easement AFN 57661, Vol 327, Page 117
601172G10	Right of Way Easement AFN 57659, Vol 327, Page 113
601172G11	Right of Way Easement AFN 57451, Vol 326, Page 619
601172G12	Right of Way Easement AFN 57557, Vol 327, Page 67
601172G12A	Right of Way Easement AFN 64008, Vol 332, Page 550
601172G13	Right of Way Easement 1 of 3 AFN 57449, Vol 326, Page 615
601172G13	Right of Way Easement (Amendment) 2 of 3 AFN 68916, Vol 336, Page 536

601172G13	Right of Way Easement (Amendment Consent and Ratification) 3 of 3 AFN 69386, Vol 337, Page 111
62119	Facilities Easement (CPS 595) AFN 69204, Vol 336, Page 630
601172G14	Right of Way Easement AFN 57487, Vol 327, Page 6
601172G15	Right of Way Easement AFN 57662, Vol 327, Page 119
601172G16	Right of Way Easement AFN 57486, Vol 327, Page 4
601172G16B	Right of Way Easement AFN 51219, Vol m92, Page 22069-76
601172G18	Right of Way Easement AFN 59526, Vol 328, Page 441
601172G19	Right of Way Easement AFN 64403, Vol 333, Page 139
601172G20	Right of Way Easement AFN 64405, Vol 333, Page 143
601172G18A	That unrecorded Access Road Easement dated October 20, 1992, by and between Meadow Lake, Inc., as Grantor, and Northwest Pipeline Corporation, as Grantee.