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Return Address

Avista Corporation

Real Estate Department

P.O. Box 3727

Spokane, Washington 99220-3727

Attn: Randy Daniels MSC – R10

05/04/2015 08:38:30 AM

Fee: \$52.00

UTILITY SETBACK 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 **AVISTA CORPORATION**, a Washington corporation "Grantee", a perpetual easement on, over, under, along and across the west 30 feet of the north 149.46 feet of Lot 10, Tract 1293, according to the Official Plat thereof on file in the office of the County Clerk, Klamath County Oregon, located in the NW ¼ of the SW ¼ of Section 10, Township 39 South, Range 9 East, W.M., also identified as Assessor's Parcel No 3909010CB02300, Klamath County, State of Oregon:

1. **PURPOSE.** Grantee shall have the 30 foot setback right over, along and across the herein described property for the purpose of placing a 40' monopole tower upon the adjoining property to the west. **The map showing the location is attached as 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 the adjoining property of the Grantor 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, on the above described or adjoining property of the Grantor, that in the opinion of the Grantee, could interfere with the safe and reliable operation of Grantee's facilities as described herein, or that could interfere with the exercise of Grantee's rights as granted herein.
4. **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 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.
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.

Avista Corporation Document No. 52536

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 27th day of April, 2015

GRANTOR

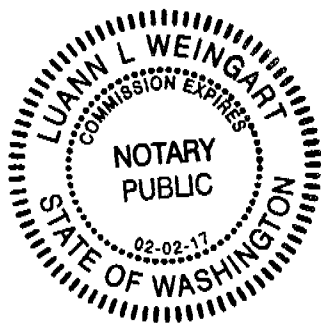
Rod Price

ROD PRICE, MANAGER, REAL ESTATE

STATE OF WASHINGTON)
) ss.
COUNTY OF SPOKANE)

I certify that I know or have satisfactory evidence that **ROD PRICE**, signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as MANAGER, REAL ESTATE 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 27th day of April, 2015



Luann L. Weingart
Signature

Luann L. Weingart
Print Name

Notary Public for the State of Washington

Residing at Coeur d'Alene, Idaho

My Commission expires 2/2/2017

52536

Exhibit "A"

