



00202152201700040000040046

04/18/2017 10:11:10 AM

Fee: \$57.00

Return Address:

Avista Corporation

Real Estate Department MSC-25

P.O. Box 3727

Spokane, Washington 99220-3727

UNDERGROUND UTILITY
RIGHT OF WAY EASEMENT


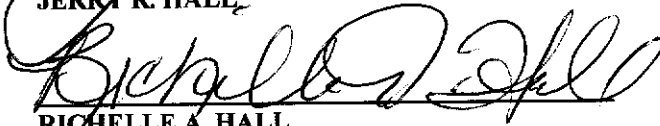
For Mutual Benefits and Good Consideration, the receipt of which is hereby acknowledged, **JERRY R. HALL and RICHELLE A. HALL**, ("Grantor") hereby grants, conveys and warrants to **AVISTA CORPORATION**, a Washington corporation ("Grantee"), a perpetual non-exclusive easement on, over, under, along and across the northeastern portion of a parcel identified as a portion of Lots 11 and 12, Block 6, Canal Addition, also identified as Assessor Account ID R413387, map id and tax lot number 38S09E32AA 03900 located in the NE¼ of the NE¼ of Section 32, Township 38 South, Range 9 East, W.M., Klamath County, State of Oregon, legally described in **EXHIBIT "A"** (the "Property"), and by this reference is incorporated into this easement.

1. **PURPOSE.** Grantee shall have the right to construct, reconstruct, operate, maintain, upgrade, repair, remove, and replace underground utilities together with all related appurtenances ("Facilities") on, over, under, along and across the Property. The easement shall extend 5 feet on each side of the center line of the Facilities, the approximate location of which is shown on the attached map marked **EXHIBIT "B"** (the "Easement Area"), and by this reference is incorporated into this easement.
2. **ACCESS.** 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. **CLEARING AND MAINTENANCE.** Grantee shall have the right to cut, trim and remove any brush, branches, landscaping and trees, including danger trees, within the Easement Area, the Property and on Grantor's adjoining property that in the opinion of the Grantee, could interfere with the safe and reliable operation of Grantee's Facilities 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 use and enjoy the Property, to the extent that such use does not conflict or interfere with the Grantee's rights herein. Grantor shall not construct, place or maintain any building, structure, fence or landscaping within the Easement Area that may interfere with Grantee's rights or with the safe operation of the Facilities or that are not in compliance with all safety and building codes, regulations and laws.
5. **INDEMNITY.** Grantee agrees to indemnify and hold harmless Grantor, its employees, agents, guests and invitees from damage to property and personal injury to the extent caused by Grantee's negligence or willful misconduct in the exercise of its rights herein, provided that Grantee shall not be liable for property damage or personal injury that is caused by the acts or omissions of Grantor, its employees, agents, guests and invitees or any other person.
6. **GRANTOR'S WARRANTY.** Grantor warrants and represents that Grantor has the unrestricted right to grant this easement and the rights described here.

7. **SUCCESSORS AND ASSIGNS.** The rights granted in this easement run with the Property and shall be binding upon and benefit the parties and their respective successors, heirs and assigns.

DATED this 30 day of MARCH, 2017.

GRANTOR(S)


JERRY R. HALL

RICHELLE A. HALL

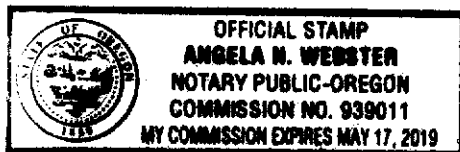
GRANTEE
Avista Corporation

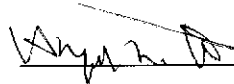
By: _____

Its: _____

STATE OF OREGON)
) ss.
COUNTY OF KLAMATH)

On this day personally appeared before me **JERRY R. HALL and RICHELLE A. HALL** the individuals described in and who executed the within and forgoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the purposes therein mentioned.





Signature

Angela N. Webster

Print Name

Notary Public for the State of Oregon

Residing at Klamath Falls, Oregon

My Commission Expires May 17th 2019

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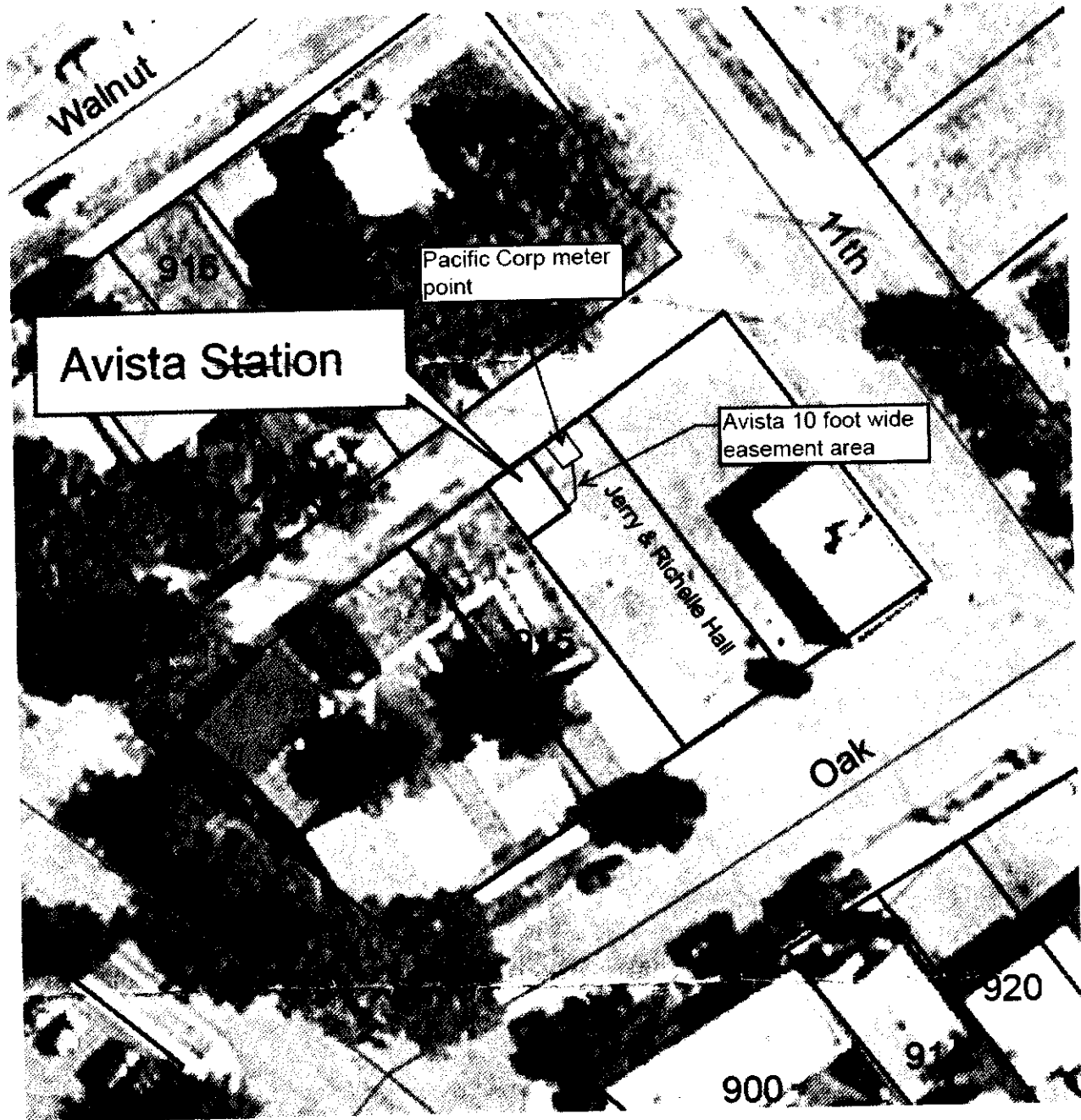
EXHIBIT A
Legal Description of the Property

Legal Description of entire parcel;

The Easterly 17.46 feet of Lot Eleven (11) and the Westerly 20.12 feet of Lot Twelve (12) of Block 6 of Canal Addition to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

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EXHIBIT B
Easement Area



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