

2017-008886

Klamath County, Oregon



00208114201700088860040048

Return Address:

Avista Corporation  
Real Estate Department MSC-25  
P.O. Box 3727  
Spokane, Washington 99220-3727

08/08/2017 10:05:50 AM

Fee: \$57.00

**UNDERGROUND NATURAL GAS LINE**  
**RIGHT OF WAY EASEMENT**

For Mutual Benefits and Good Consideration, the receipt of which is hereby acknowledged, **KLAMATH PUBLISHING LLC**, ("Grantor") hereby grants, conveys and warrants to **AVISTA CORPORATION**, a Washington corporation ("Grantee"), a perpetual non-exclusive 20 foot wide easement on, over, under, along and across the eastern side of a parcel identified as Assessor Parcel ID R-3809-034BB-00200-000 located in the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 34, Township 38 South, Range 9 East, W.M., Klamath County, State of Oregon, (the "Property"), 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, relocate and replace an underground natural gas line, together with all related appurtenances ("Facilities") on, over, under, along and across the Property. 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 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. **CLEARING AND MAINTENANCE.** Grantee shall have the right to cut, trim and remove any brush, branches, landscaping and trees, at Grantees sole cost, within the Easement Area, 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; provided that Grantee shall provide written notice to Grantor.

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 solely 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.

Avista Document No. 53034

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 7 day of June, 2017.

GRANTOR(S)

  
~~JEFFREY A. HOOD, GOVERNOR~~  
KLAMATH PUBLISHING LLC

Mark Dobie, President, Klamath Publishing, LLC

GRANTEE

Avista Corporation

By: 

Its: Real Estate Manager

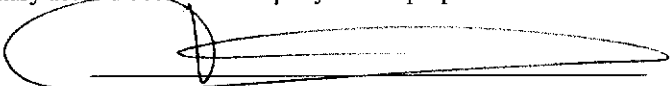
STATE OF WASHINGTON )

) ss.

COUNTY OF KING )

I certify that I know or have satisfactory evidence that Mark Dobie signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as a ~~GOVERNOR, KLAMATH PUBLISHING LLC~~ President to be the free and voluntary act and deed for such party for the purposes therein mentioned.



  
Signature

Christine Von Tersch  
Print Name

Notary Public for the State of Oregon

Residing at Klamath County

My Commission Expires 7/12/2020

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## EXHIBIT "A"

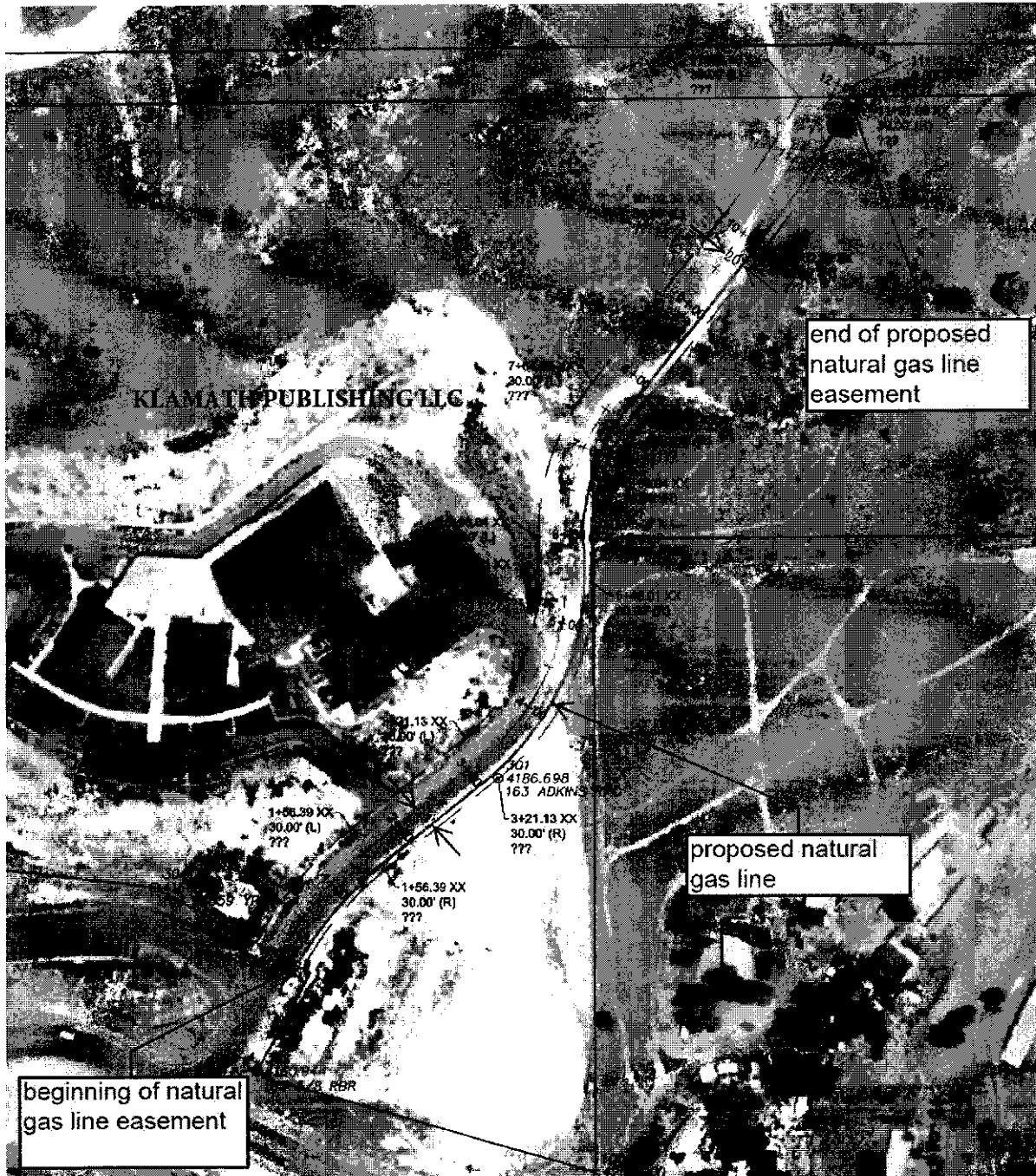
### The Property

A 20 foot wide easement, the centerline of which lies 20 feet easterly of the following described line; Beginning at the starting point of a 60 foot wide roadway and utility easement as described in Volume M01, Page 51279, Records of Klamath County, Oregon; thence northeasterly along the arc of a 400 foot radius curve to the right, the chord of which bears N 39° 58' 28" E, 155.40 feet and having a delta angle of 22° 24' 07"; thence N 51° 10' 31" E 164.74 feet; thence 224.88 feet along the arc of a 250.00 foot radius curve to the left, the long chord of which bears N 25° 24' 24" E, 217.37 feet and having a delta angle of 51° 32' 15"; thence N 00° 21' 44" W 50.03 feet; thence 168.61 feet along the arc of a 250 foot radius curve to the right, the long chord of which bears N 18° 57' 34" E 165.44 feet and having a delta angle of 38° 36' 36"; thence N 38° 16' 52" E 237.67 feet; thence 238.94 feet along the arc of a 954.93 foot radius curve to the left, the long chord of which bears N 31° 06' 47" E, 238.32 feet and having a delta angle of 14° 20' 11" to the terminus of this centerline description. The sidelines of the easement being extended or shortened to their intersection with the northerly property line.

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**EXHIBIT "B"**

**Easement Area**



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