

2020-001484

Klamath County, Oregon



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02/05/2020 01:54:26 PM

Fee: \$92.00

Return Address:

Avista Corporation

Real Estate Department MSC-25

P.O. Box 3727

Spokane, Washington 99220-3727

NATURAL GAS REGULATOR STATION
RIGHT OF WAY EASEMENT

For the sum of Ten thousand dollars (\$10,000), the receipt of which is hereby acknowledged, **CATMINT, INC.**, ("Grantor") hereby grants, conveys and warrants to **AVISTA CORPORATION**, a Washington corporation ("Grantee"), a 40 foot wide by 80 foot long perpetual non-exclusive easement on, over, under, along and across the southern portion of the real property identified as Assessor's Property Id 500363 and map ID 3908-031C tax lot 300, together with a 10 foot wide easement for the inlet pipeline from the existing Trans Canada station, also a 10 foot wide easement for the outlet pipeline to Puckett Rd, all located in the SW¼ of Section 31, Township 39 South, Range 8 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 a natural gas regulator station together with all related pipelines and appurtenances ("Facilities") on, over, under, along and across the Property. The approximate location of which is shown on the attached map marked **EXHIBIT "A"** (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.

Avista Document No. _____

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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 8th day of January ~~2019~~ 2020

GRANTOR(S)

Mark D. Wilson - President
MARK D. WILSON, PRESIDENT of CATMINT, INC.

GRANTEE
A VISTA CORPORATION

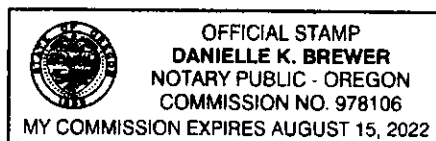
By: [Signature]

its. RE mgr.

STATE OF OREGON)

COUNTY OF KLAMATH)

I certify that I know, or have satisfactory evidence that MARK D. WILSON, signed this instrument, on oath stated that they were authorized to execute the instrument, and acknowledged as PRESIDENT of CATMINT, INC., to be the free and voluntary act and deed for such party for the purposes therein mentioned.



Danielle K. Brewer

Signature

Danielle K. Brewer

Print Name

Notary Public for the State of Oregon

Residing at First Community CU

My Commission Expires August 15, 2022

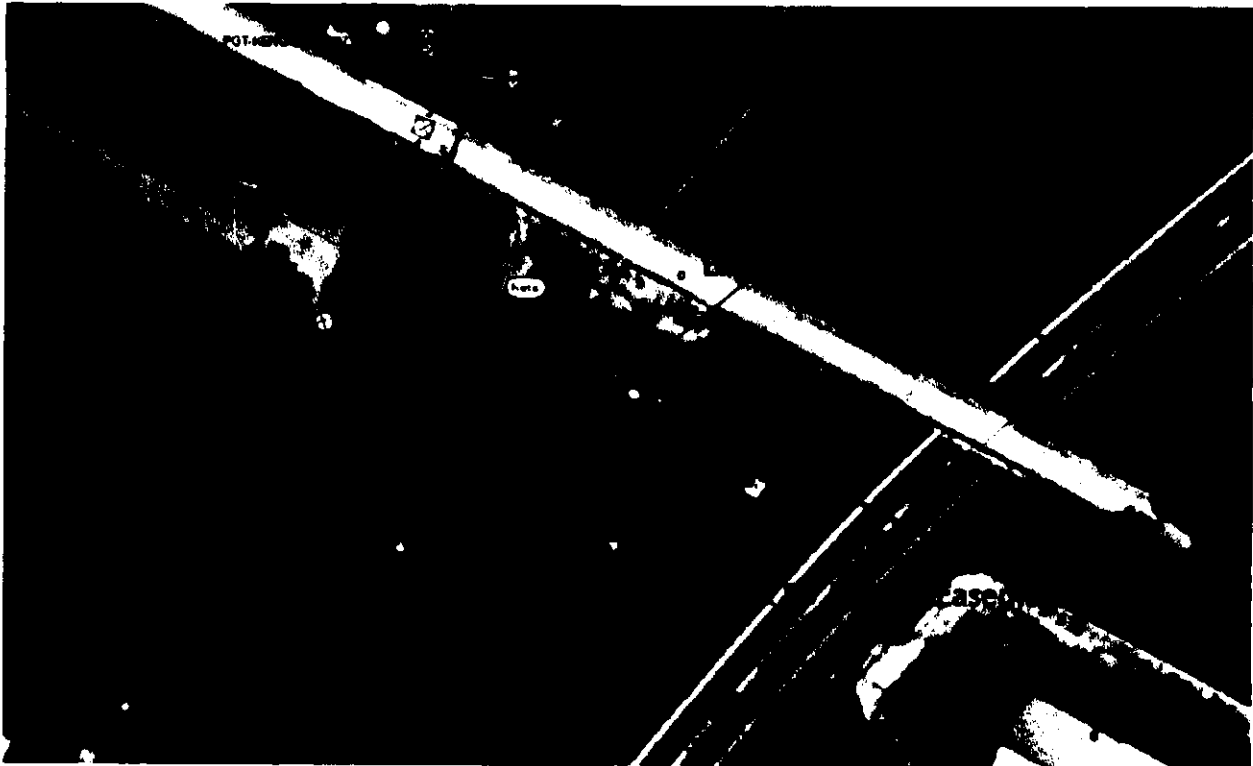
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EXHIBIT "A"
the Property

A parcel of land situated in Section 31, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the Southerly line of the Weyerhaeuser Timber Company Private Logging Road and the Southeasterly right of way line at the Old County Road known as "Puckett Road" from which the Northeast corner of Lot 17, Block 8, KLAMATH RIVER ACRES, bears the following two bearings and distances: North $63^{\circ}02'00''$ West 50.38 feet; South $19^{\circ}53'57''$ West, 60.45 feet; thence from said point beginning Southwesterly along the Easterly right of way line of said Old County Road known as "Puckett Road" 606 feet, more or less, to the Westerly right of way line of the Klamath Falls-Ashland Highway (Highway 66); thence Northeasterly along the Westerly right of way line of said Klamath Falls-Ashland Highway (Highway 66) 608 feet, more or less, to the Southerly line of the Weyerhaeuser Timber Company Private Logging Road; thence Westerly along the Southerly line of the said Weyerhaeuser Timber Company Private Logging Road 153 feet, more or less, to the point of beginning.

the Easement Area



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