

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

2021-011253

Klamath County, Oregon

07/21/2021 02:25:00 PM

Fee: \$97.00

**NATURAL GAS LINE CATHODIC
GROUND BED RIGHT OF WAY EASEMENT**

For Mutual Benefits and Good Consideration, the receipt of which is hereby acknowledged, **DALE EKLUND and ROBIN EKLUND, as Tenants by the Entirety**, ("Grantor") hereby grants, conveys and warrants to **AVISTA CORPORATION**, a Washington corporation ("Grantee"), a perpetual non-exclusive 10 foot wide by 300 foot long easement on, over, under, along and across the northwestern gravel driveway portion of a parcel identified as Assessor ID 557043, map 3909011DA tax lot 1600, located in the NE¼ of the SE¼ of Section 11, Township 39 South, Range 9 East, W.M., Klamath County, State of Oregon. (the "Property"), Legally described in **EXHIBIT "A"** 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 line Cathodic Ground Bed 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, as installed, the 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.

Avista Document No. _____

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 24 day of May, 2021.

GRANTOR(S)

Dale Eklund
DALE EKLUND

Robin S. Eklund
ROBIN EKLUND

GRANTEE

Avista Corporation

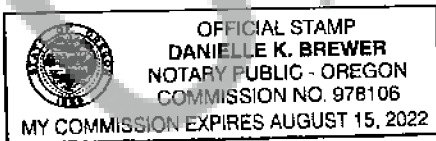
By: _____

Its: _____

STATE OF OREGON)

COUNTY OF KLAMATH) ss.

On this day personally appeared before me **DALE EKLUND and ROBIN EKLUND** 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.



Danielle K. Brewer

Signature

Danielle K. Brewer

Print Name

Notary Public for the State of Oregon

Residing at 3737 Chester Way Klamath Falls

My Commission Expires 08-15-2022

EXHIBIT "A"

the "Property"

A portion of the North 1/2 of the Northeast 1/4 of the Southeast 1/4 of Section 11, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at the Southwest corner of the North 1/2 of the Northeast 1/4 of the Southeast 1/4 of Section 11, Township 39 South, Range 9 East of the Willamette Meridian; thence North along the Westerly line of said North 1/2 of the Northeast 1/4 of the Southeast 1/4, 280 feet; thence East 353 feet, more or less, to the right of way line of the U.S.R.S. "A" Canal; thence Southeasterly along said canal right of way line to its intersection with the South line of said North 1/2 of the Northeast 1/4 of the Southeast 1/4; thence West 1209 feet to the point of beginning; SAVING AND EXCEPTING therefrom that portion conveyed by S.A. Barnum et ux to E.R. Lindskog et ux by deed dated December 8, 1949, recorded December 14, 1949 in Deed Volume 235, Page 600, Deed Records of Klamath County, Oregon, described as follows, to wit:

Beginning at the Southwest corner of the North 1/2 Northeast 1/4 Southeast 1/4 of Section 11, Township 39 South, Range 9 East of the Willamette Meridian, thence North along the Westerly line of said North 1/2 Northeast 1/4 Southeast 1/4 a distance of 122 feet; thence East parallel to the South line of said North 1/2 Northeast 1/4 Southeast 1/4 a distance of 357.2 feet; thence South parallel to the West line of said North 1/2 Northeast 1/4 Southeast 1/4 a distance of 122 feet; thence West along the South line of said North 1/2 Northeast 1/4 Southeast 1/4, a distance of 357.2 feet, more or less, to the point of beginning, said tract being in the North 1/2 Northeast 1/4 Southeast 1/4 of Section 11, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

ALSO SAVING AND EXCEPTING THEREFROM THE FOLLOWING:

A parcel of land situated in the N1/2 NE1/4 SE1/4 of Section 11, Township 39 South, Range 9 East of the Willamette Meridian, more particularly described as follows:

Beginning at a point on the West line of the N1/2 NE1/4 SE1/4 of said Section 11, said point being North 00°26'00" West a distance of 146.00 feet from the Southwest corner of the N1/2 NE1/4 SE1/4 of said Section 11; thence North 00°26'00" West along the West line of the N1/2 NE1/4 SE1/4 of said Section 11 a distance of 114.00 feet; thence South 89°41'00" East parallel with the South line of the N1/2 NE1/4 SE1/4 of said Section 11 a distance of 30.00 feet to a 5/8 inch iron pin on the Easterly right of way line of Homedale Road; thence continuing South 89°41'00" East a distance of 102.00 feet to a 5/8 inch iron pin; thence South 00°26'00" East parallel with the West line of the N1/2 NE1/4 SE1/4 of said Section 11 a distance of 114.00 feet to a 5/8 inch iron pin; thence North 89°41'00" West parallel with the South line of the N1/2 NE1/4 SE1/4 of said Section 11 a distance of 102.00 feet to a 5/8 inch iron pin on the Easterly boundary of Homedale Road; thence continuing North 89°41'00" West a distance of 30.00 feet to the point of beginning.

EXCEPTING THEREFROM any portion lying within Homedale Road.

EXHIBIT "B"

the "Easement Area"

