

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

2021-011370
Klamath County, Oregon
07/23/2021 01:32:00 PM
Fee: \$97.00

UNDERGROUND NATURAL GAS LINE
RIGHT OF WAY EASEMENT

For the sum of Mutual Benefits, the receipt of which is hereby acknowledged, **ALVIN K. SPEARS and FAY C. SPEARS, Trustees of the Alvin K. Spears Family Trust u/t/d October 13, 1994**, ("Grantor") hereby grants, conveys and warrants to **AVISTA CORPORATION**, a Washington corporation ("Grantee"), a perpetual non-exclusive 10 foot wide easement on, over, under, along and across a portion of Lots 33 & 34 Altamont Ranch Tracts, Klamath County, also identified as Assessor Property ID 578565 and map ID 3909-015BB tax lot 400 located in the NW¼ of Section 15, Township 39 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 a natural gas regulator station together with all related appurtenances ("Facilities") on, over, under, along and across the Property. 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, 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 12 day of July, 2021.

GRANTOR(S)

Alvin K. Spears
ALVIN K. SPEARS, TRUSTEE

Deceased
FAY C. SPEARS, TRUSTEE

GRANTEE

Avista Corporation

By: _____

Its: _____

STATE OF OREGON)
 Josephine) ss.
COUNTY OF ~~KLAMATH~~)

I certify that I know or have satisfactory evidence that **ALVIN K. SPEARS and ~~FAY C. SPEARS~~**, signed this instrument, on oath stated that ~~she~~ was authorized to execute the instrument and acknowledged it as **TRUSTEES**, of the **Alvin K. Spears Family Trust u/t/d October 13, 1994**, to be the free and voluntary act and deed for such party for the purposes therein mentioned.



Carla A. Winkler
Signature

Carla A. Winkler
Print Name

Notary Public for the State of Oregon

Residing at 111 SE 6th St Grants Pass, OR

My Commission Expires 1/17/2023

EXHIBIT A
The "Property"

Parcel 2:

A tract of land situated in Lots 33 and 34, of ALTAMONT RANCH TRACTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, more particularly described as follows:

Beginning at an iron pin on the Northerly right of way of Anderson Avenue from which the Southeast corner of Lot 33 bears South 0°06' East 10.0 feet and South 88°46' East 306.5 feet distant; thence North 88°46' West along the said Northerly right of way of said Anderson Avenue and parallel to the South line of said Lots 33 and 34, 306.5 feet to the Easterly right of way of Washburn Way as described in Volume 333, page 67, Deed Records of Klamath County, Oregon; thence North 0°06' West along said right of way of Washburn Way 355.3 feet; thence South 88°46' East 306.5 feet; thence South 0°06' East 355.3 feet more or less, to the point of beginning.

EXCEPTING therefrom that portion conveyed to Klamath County by Warranty Deed recorded October 6, 1961 in Volume 333, page 67, Deed Records of Klamath County, Oregon.

ALSO EXCEPTING therefrom that portion conveyed to Klamath County by Warranty Deed recorded December 29, 1989 in Volume M89, page 25118 and re-recorded January 18, 1990 in Volume M90, page 1214, Microfilm Records of Klamath County, Oregon.

ALSO EXCEPTING therefrom that portion conveyed to Klamath County by Warranty Deed recorded July 8, 1996 in Volume M96, page 20151, Microfilm Records of Klamath County, Oregon.

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