

2022-000996

Klamath County, Oregon

01/26/2022 09:12:01 AM

Fee: \$97.00

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

GAS LINE RIGHT OF WAY EASEMENT

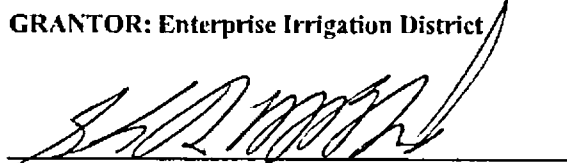
For Mutual Benefits and Good Consideration, the receipt of which is hereby acknowledged, **Enterprise Irrigation District**, an Irrigation District, ("Grantor") hereby grants, conveys and warrants to **AVISTA CORPORATION**, a Washington corporation ("Grantee"), a perpetual non-exclusive easement on, over, under, along and across real property identified as Assessor Parcel # R3909-001DC-00199 located in the Southeast Quarter of Section 01, Township 39 South, Range 09 East, Willamette Meridian., 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, relocate and replace underground gas and communication lines together with all related appurtenances ("Facilities") on, over, under, along and across the property described herein. **The easement being a strip of land ten feet (10') in width and centered on the facilities as constructed, diagonal across the northeast portion of parcel # R-3909-001DC-00199-000. The approximate location of each 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 the right of access on, over and across the Easement Area and the adjoining property of the Grantor for the purpose of the installation, repair and maintenance of said facilities, provided the Grantee repairs any damage, makes reasonable attempt to restore the affected area to its original or natural state, as close as reasonably possible or compensates the Grantor for any damage to said properties as a result of such access, installation, 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 25 day of Jan, 2022

GRANTOR: Enterprise Irrigation District

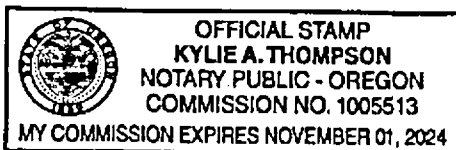

Signature of: Shane McDonald

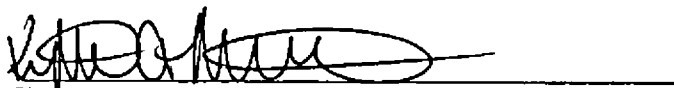
STATE OF OREGON)

) ss.

COUNTY OF KLAMATH)

I certify that I know or have satisfactory evidence that **Shane McDonald** is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as this to be the free and voluntary act of such party for the uses and purposes stated in the instrument.




Signature
Kylie A. Thompson
Print Name

Notary Public for the State of Oregon
Residing at Klamath County
My Commission Expires Nov. 01, 2024

GRANTEE
Avista Corporation

By: Connor Lange

Its: Real Estate

EXHIBIT A
Legal Description
Of the Property

A piece or parcel of land described as follows: From the northeast corner of the southwest quarter of the southeast quarter of Section 1, Township 39 South, Range 9 East Willamette Meridian; THENCE South 113 feet, Thence west 118.8 feet to place of BEGINNING; THENCE South 69 deg. 00 min. West 312 feet to the center of irrigation canal; THENCE north 27 deg. 10 min. west 32 feet to center of Supply Canal; THENCE north 57 deg. 00 min. East along center line of Supply Canal through pump house to center of pipe line; THENCE south 75 feet to place of beginning, containing .33 acres more or less, and

A piece or parcel of land, located and situate in Klamath County, State of Oregon, and described as follows, to wit: BEGINNING at a point 21.5 feet south of the northeast corner of the southwest quarter of the southeast quarter of Section 1, Township 3 South, Range 9 E. W.M.; THENCE west 249.8 feet THENCE south 53 deg. 45 min. West 240 feet to the center of irrigation canal; THENCE south 27 deg. 10 min, East along canal 44 feet to center of Supply Canal; THENCE north 57 deg. 00 min. East along center of Supply canal through pump house to center of pipeline; THENCE east along center of pipeline 118.8 feet; THENCE 16.5 feet to place of beginning, and containing .36 acres more or less.

EXHIBIT B
Easement Area

