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FILED FOR RECORD
SKAMANIA COUNTY WASH
BY *Avista Corp.*

Nov 15 4 39 PM '00

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Real Estate Department
PO Box 3727
Spokane, Washington 99220-3727

REAL ESTATE EXCISE TAX

21192

NOV 15 2000

PAID \$7.68 + 1.50 = \$9.18

W. J. J. J. J.

SKAMANIA COUNTY TREASURER

NATURAL GAS SERVICE LINE EASEMENT

For and in consideration of Mutual Benefits, the receipt of which is hereby acknowledged, Varryl M. Creel, a single woman, "Grantor" hereby grants, conveys and warrants to the AVISTA CORPORATION, a Washington corporation "Grantee," a perpetual easement, over, under, along and across real property identified as Assessor Parcel #03 07 36 4 4 1000 00, Section 36 T.3N, R.7 E., W.M. Skamania County, State of Washington, described as follows:

Lots 1, 2, 3 and 4 of Block 2 MELDAN ACRE TRACTS SECOND ADDITION according to the recorded plat in BOOK A, PAGE 96 in the County of Skamania, State of Washington.

1. **PURPOSE** Grantee shall have the right to construct, reconstruct, operate, upgrade, maintain, repair, replace and remove a natural gas pipeline system consisting of a 3/4 inch service line together with all associated fixtures and appurtenances, known as "facilities" on, under, along and across the herein described property.

Said 3/4 inch service line and 5 feet wide easement shall begin at the gas main in Del Ray Road and run Northwesterly through the above described parcel toward the Northwest corner for the dual purpose of serving the dwelling on said parcel along with providing service to the dwelling on the parcel to the Northwest, being tax parcel #500, lands currently of Linda Storer, formerly Linda Storer-Hurley.

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. **RIGHT OF WAY MAINTENANCE** Grantee shall have the right to remove any obstructions, that in the opinion of the Grantee, could interfere with the safe and reliable operation of Grantee's facilities as described herein, or that could interfere with the exercise of Grantee's rights as granted herein.

EASE. 11-15-00 7-7-36-4-4-1000

4. **GRANTOR'S USE OF THE PROPERTY** Grantor shall not construct, place or maintain any building or structures that would interfere with the maintenance or safe operation of said facilities or

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that are not in compliance with all safety and building codes, regulations and laws.

5. **INDEMNITY.** The Grantee agrees to indemnify and hold harmless the Grantor from any and all claims for damages suffered by Grantor including Grantor's agents, guests and employees which may be caused by Grantee's negligence in the exercise of the rights herein granted, provided, that the Grantee shall not be responsible to Grantor or Grantor's agents, guests or employees for any damages or injury to any person or property caused by acts or omissions of Grantor, including Grantor's agents, guests or invitees

Any litigation or other expenses resulting from the granting of this easement, whether involving public agencies or private parties, shall be borne by the Grantee.

6. **SUCCESSORS AND ASSIGNS.** The rights and obligations of the parties shall be for the benefit of and be binding upon their respective successors, heirs and assigns.

DATED this 19 day of October, 2000.

GRANTOR:

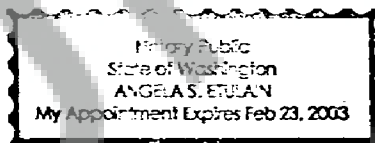
Varryl M. Creel
Varryl M. Creel

STATE OF WASHINGTON)

COUNTY OF Whatcom ss.

On this day personally appeared before me, a Notary Public, Varryl M. Creel, the individual described in and who executed the within and forgoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the purposes therein mentioned.

GIVEN under my hand and official seal this 19 day of October, 2000.



Angela Etulain

Notary Signature

Angela Etulain

print name

Notary Public in and for the State of Washington

Residing at Whatcom County

My commission expires 2-23-03

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