

Doc # 2005159194  
Page 1 of 2  
Date: 10/21/2005 02:22P  
Filed by: AVISTA CORPORATION  
Filed & Recorded in Official Records  
of SKAMANIA COUNTY  
J. MICHAEL GARVISON  
AUDITOR  
Fee: \$33.00

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

**NATURAL GAS PIPELINE**  
**RIGHT OF WAY EASEMENT**

For Mutual Benefits, the receipt of which is hereby acknowledged **FAITH TABERNACLE OPEN BIBLE STANDARD CHURCH**, a non-profit corporation, "Grantor" hereby grants, conveys and warrants to **AVISTA CORPORATION**, a Washington corporation "Grantee", a perpetual easement on, over, under, along and across real property identified as Assessor Parcel #03073644230000, located in Section 36, Township 3 North, Range 7 East, W.M. in the City of Stevenson, Skamania County, State of Washington, and being more particularly described as follows:

**The west five feet (5') of Lots 1 and 16 of Block 7 of RIVERVIEW ADDITION TO THE TOWN OF STEVENSON being a portion of Section 36, Township 3 North, Range 7 East, W.M., in the City of Stevenson, Skamania County, State of Washington, EXCEPT the south fifty feet (50') of said Lot 16.**

1. **PURPOSE.** Grantee shall have the right to construct, reconstruct, operate, maintain, repair, relocate and replace **underground natural gas line**, across the herein described property.
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 CLEARING AND MAINTENANCE.** Grantee shall have the right to cut, trim and remove any and all brush, branches and trees, including danger trees, on the above described or adjoining property of the Grantor, 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.
4. **GRANTOR'S USE OF THE PROPERTY.** Grantor reserves the right to the use and enjoyment of the property described herein, but such use shall not conflict or interfere with the Grantee's rights herein granted. Grantor shall not construct, place or maintain any building within the herein described easement area, nor shall Grantor install any structures within said easement area that would interfere with the maintenance or safe operation of said facilities or that are not in compliance with all safety and building codes, regulations and laws.

3-7-36-4-4-2300  
EASE 10-21-05 JMG/K

Avista Corporation Document No. 50472

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.

**Attest:**