


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

Instrument # 793264
BONNER COUNTY, SANDPOINT, IDAHO
6-1-2010 03:30:54 No. of Pages: 5
Recorded for : AVISTA
MARIE SCOTT Fee: 15.00
Ex-Officio Recorder Deputy 
Index to: MISC

RIGHT OF WAY EASEMENT

For and in consideration of Mutual Benefits and Good Consideration, the receipt of which is hereby acknowledged, MCINTIRE & YOUNG – IDAHO LLC, Grantors", hereby grants, conveys and warrants to AVISTA CORPORATION, a Washington corporation "Grantee", a perpetual easement over, under, along and across real property identified as Assessor Parcel # RPS38370000010A located in SE1/4 of Section 15, Township 57 North, Range 02 West, B.M., Bonner County, State of Idaho, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

1. **Purpose.** Grantee shall have the right to construct, reconstruct, operate, maintain, repair and relocate poles, guylines, anchors, transformers, junction enclosures, natural gas pipeline, overhead and underground electric lines, together with all necessary fixtures and appurtenances "facilities" on, over, across and under the property as shown on Exhibit "A".
2. **Access and Damage.** Grantee shall have the right of 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 Grantees 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 of interfere with the Grantee's rights herein granted. Grantor shall not construct, place or maintain any buildings or structures that would interfere with maintenance or safe operation of said facilities or that are not in compliance with all safety and building codes, regulations and laws.

Avista Corporation Document No. 2pm 51618

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.
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 15 day of April 2010

X [Signature] Title: Owner.

Name: John C. Young

X Kaye F. Young Title: OWNER

Name: KAYE F. Young

X [Signature] Title: Owner

Name: RONALD B. MCINTIRE

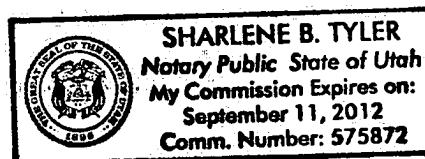
State of Utah)

County of Utah) ss.

On this 15 day of April, 2010, personally appeared before me John C. Young to me known to be the owner and Kaye F. Young of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath state that he/she/they authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

[Signature]
Print Name: Sharlene B. Tyler
Notary Public in and for the State of Utah
Idaho, residing at Payson, Utah
My commission expires: 09.11.2012



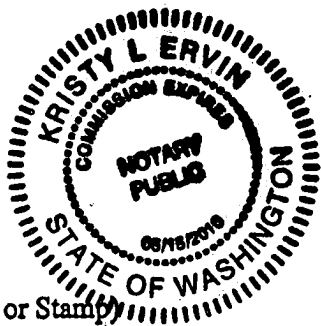
seal

STATE OF Washington
COUNTY OF Spokane

SS

On this 22 day of April, 2010 before me, the undersigned, a Notary Public in the State of Washington duly commissioned and sworn personally appeared Ronald B. McIntire to me known (or having shown evidence) to be the individual(s) described in and who executed the foregoing instrument, and acknowledged that he/she/they signed and sealed the said instrument as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written. My commission expires: 5-15-2010.



(Seal or Stamp)

Kristy L. Ervin
NOTARY PUBLIC IN AND FOR THE STATE OF
Washington RESIDING IN THE
COUNTY OF Spokane

STATE OF _____
COUNTY OF _____

SS

On this _____ day of _____, _____, before me, the undersigned a Notary Public in the state of _____ duly commissioned and sworn and personally appeared _____ to me known (or having shown evidence) to be the individual(s) described and who executed the foregoing instrument, and acknowledged that he/she/they signed and sealed the said instrument as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written. My commission expires: _____.

NOTARY PUBLIC IN AND FOR THE STATE OF
_____. RESIDING IN THE
COUNTY OF _____.

5/16/18
(Seal or Stamp)

EXHIBIT "A"

This attached Exhibit "A" is made a part of a certain Easement attached hereto. Said easement covers the right to have poles, guylines, anchors, transformers, junction enclosures, natural gas pipeline, overhead and underground electric lines, together with all necessary fixtures and appurtenances "facilities" within the approximate location as shown below, in the property described as follows:

LEGAL DESCRIPTION Lot 1 of the Revised Milltown Park Layout

Milltown Park, L.L.C.

A portion of the southeast quarter of Section 15, Township 57 North, Range 2 West, Boise Meridian, Bonner County, Idaho, and also being a portion of Lot 1, of the Plat of Milltown Park, as recorded in Book 9 of Plats, Page 155, and as shown on the Record of Survey recorded at Instrument No. 770139, all in the Records of Bonner County, Idaho;

Said portion being more particularly described as follows:

Commencing at the southwest corner of Lot 1 of said Plat of Milltown Park,

Thence South $89^{\circ}30'41''$ East along the northerly right of way line of Larch Street, 149.93 feet to the TRUE POINT OF BEGINNING;

Thence along said right of way, South $89^{\circ}30'41''$ East, a distance of 250.07 feet;

Thence leaving said right of way, North $00^{\circ}37'55''$ East, a distance of 666.28 feet;

Thence South $89^{\circ}39'54''$ West, a distance of 400.06 feet to the easterly right of way line of North Boyer Avenue;

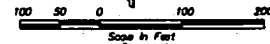
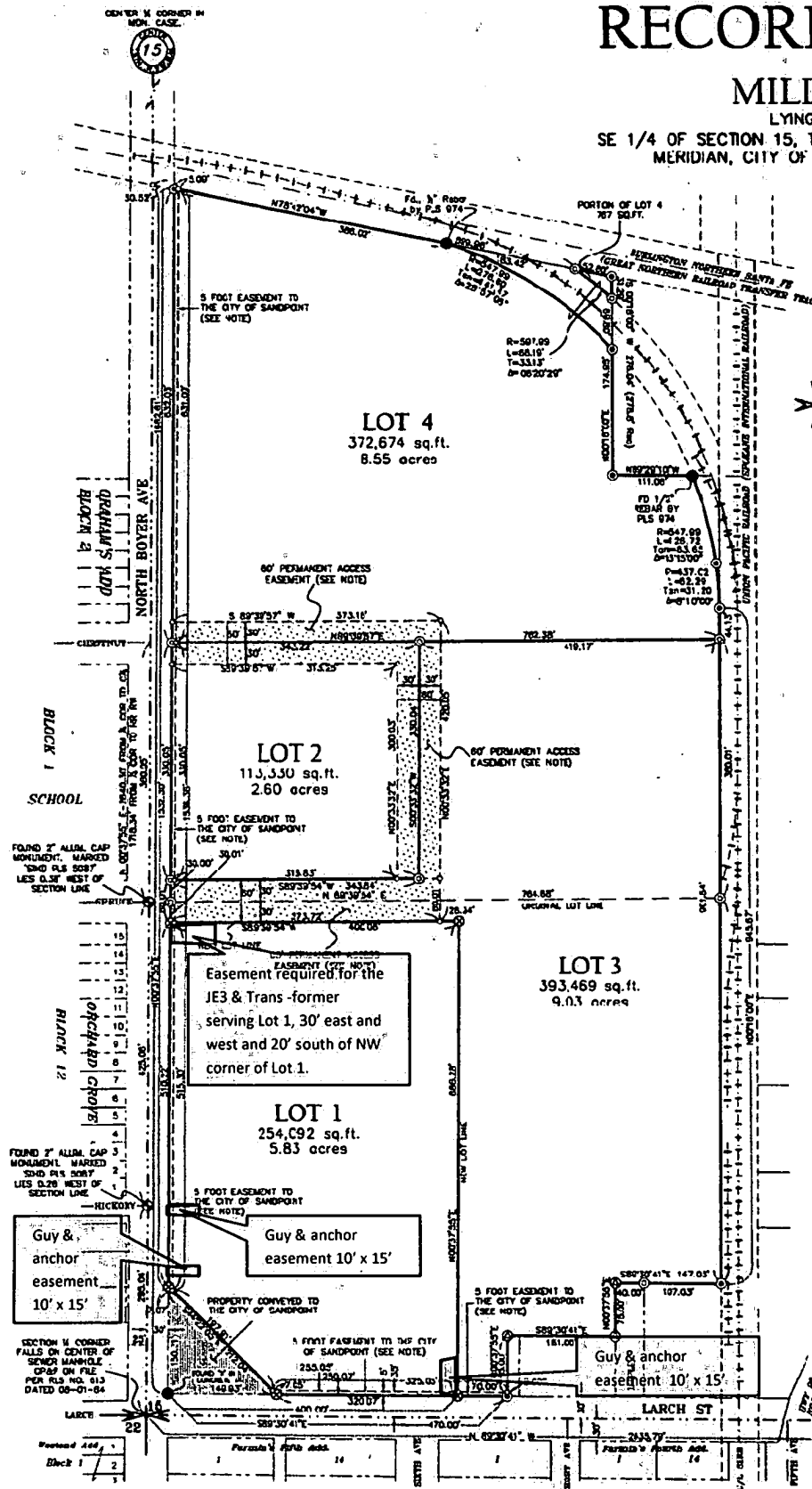
Thence along said easterly right of way, South $00^{\circ}37'55''$ West, a distance of 510.22 feet;

Thence leaving said easterly right of way, South $44^{\circ}22'05''$ East, a distance of 212.04 feet to the TRUE POINT OF BEGINNING encompassing an area of 254,092 square feet or 5.83 acres.

RECORD OF SURVEY

FOR MILLTOWN PARK

LYING IN A PORTION OF THE
SE 1/4 OF SECTION 15, TOWNSHIP 57 NORTH, RANGE 2 WEST, BOISE
MERIDIAN, CITY OF SANDPOINT, BONNER COUNTY, IDAHO



LEGEND

- ✱ FOUND, SECTIONAL CORNER AS NOTED
- ⊙ SET, 5/8" DIA. x 24" LONG REBAR WITH YELLOW PLASTIC CAP MARKED "GLAHE 5713"
- ⊙ FOUND, 5/8" DIA. x 36" LONG REBAR WITH YELLOW PLASTIC CAP MARKED "TOLDNESS PLS 8603"
- ⊙ FOUND STREET MONUMENTATION, AS NOTED
- ⊙ FOUND 5/8" REBAR/CAP - PLS 8713
- ⊙ FOUND, PK. NAIL WITH WASHER
- FOUND, AS NOTED
- () BEARING AND DISTANCE PER POS INST. NO. 286302
- +— RAILROAD
- CALCULATED POINT, NOTHING FOUND OR SET

BASIS OF BEARING

BEARINGS ARE BASED UPON ALTA/ACSM SURVEY, INSTRUMENT NO. 687834, RECORDS OF BONNER COUNTY, IDAHO AND THE PLAT OF "MILLTOWN PARK" AS RECORDED AT INSTRUMENT NO. 770170 AND IN BOOK 9 OF PLATS, PAGE 153, RECORDS OF BONNER COUNTY, IDAHO.

PURPOSE OF SURVEY

TO REFLECT ADJUSTED LOT LINES OF LOT 1 AND LOT 2 OF THE PLAT OF MILLTOWN PARK, RECORDED AT BOOK 9 OF PLATS, PAGE 153, INSTRUMENT NO. 770170, RECORDS OF BONNER COUNTY, IDAHO, PER THE CITY OF SANDPOINT PLANNING AND ZONING DEPARTMENT.

ACCESS EASEMENT NOTE

THE 60 FOOT PERMANENT ACCESS EASEMENT SHOWN ON THIS SURVEY IS THE SAME AS THE "ROAD EASEMENT AREA" ESTABLISHED PURSUANT TO THE DECLARATION OF EASEMENTS, RESTRICTIONS, COVENANTS AND CONDITIONS, RECORDED AS INSTRUMENT NO. 728282, RECORDS OF BONNER COUNTY, IDAHO.

CITY OF SANDPOINT EASEMENT NOTE

THE 5 FOOT EASEMENT TO THE CITY OF SANDPOINT SHOWN ON THIS SURVEY IS ESTABLISHED PURSUANT TO THE "GRANT OF EASEMENT" RECORDED AS INSTRUMENT NO. 728282, RECORDS OF BONNER COUNTY, IDAHO.

SURVEYOR'S CERTIFICATE

I, LAWRENCE A. GLAHE, P.L.S. 5713, STATE OF IDAHO, DO HEREBY CERTIFY THAT THIS RECORD OF SURVEY HAS BEEN PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH CHAPTER 18, TITLE 35 OF THE IDAHO CODE AND THAT THE MAP SHOWN HEREON IS A TRUE REPRESENTATION OF A SURVEY MADE BY ME IN OCTOBER, 2008.

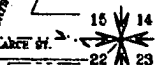


RECORDER'S CERTIFICATE

FILED THIS 2 DAY OF November 2008, AT 1:15 O'CLOCK P.M. AT THE REQUEST OF GLAHE & ASSOCIATES, P.C., AS INSTRUMENT NO. 782454.

MARIE SCOTT
COUNTY RECORDER BY DEPUTY

5.00
FEE



SECTION CORNER FALLS IN A BUILDING, CALCULATED POSITION PER POS INST. NO. 286302, PER PLS NO. 813 DATED 08-01-04

NOTE

THIS SURVEY MAKES NO REPRESENTATION OF OWNERSHIP, NOR ATTEMPTS TO SHOW ALL EASEMENTS OF RECORD OR IN VIEW, NOR PHYSICAL FEATURES AND IMPROVEMENTS OF THE PROPERTY.

51618

1/4	Section	Township	Range
15	57	2	N W
15	57	2	N W

MILLTOWN PARK

GLAHE & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
303 Church Street
Sandpoint, Idaho 83864
800-855-4474

Scale	1 in. = 100 ft.
Checked By	LAD
Drawn By	TLAS
Date	OCT. 2008
Sheet	1 of 1