

Return Address

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

**UTILITY EASEMENT**

For Mutual Benefits and Good Consideration, the receipt of which is hereby acknowledged, **COURTYARD OFFICE CENTER, LLC, as successor-in-interest to SPS INN, L.P.**, a Washington limited partnership, (“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 # 35192.0901 located in the Northwest Quarter (NW1/4) of Section 19, T 25n, R43 E.W.M., in the city of Spokane, Spokane County, State of Washington and legally described as:

**Lot 1 and the South half (S1/2) of Lot 2, Block 16, Railroad Addition, according to plat recorded in Volume “D” of plats, Page 82, in the city of Spokane, Spokane County, state of Washington, (the “Subject Property”).**

1. **PURPOSE.** Grantee shall have the right to construct, reconstruct, operate, maintain, upgrade, repair, remove, relocate and replace underground electric lines, vaults, transformers and all other related appurtenances (“Facilities”) on, over, under, along and across the subject property as approximately shown on the attached map marked **EXHIBIT “A”** (the “Easement Area”), and by this reference is incorporated into this easement.
2. **ACCESS.** Grantor grants to Grantee a right of ingress, egress and access over and across the Property and Grantor’s adjoining property for the purpose stated above.
3. **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 with the Grantee’s rights herein. Grantor shall not construct walls or other barriers which may interfere with Grantee’s rights or that are not in compliance with all safety and building codes, regulations and laws.
4. **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.
5. **GRANTOR’S WARRANTY.** Grantor warrants and represents that Grantor has the unrestricted right to grant this easement and the rights described here.
6. **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.



# EXHIBIT "A"

