

Amended Utility Easement

When Recorded Return To:

Avista Corporation
1411 E Mission Ave
Spokane, Washington 99201

Document Title:

Amended Utility Easement

Reference Number of Documents assigned or released:

N/A

Grantor:

Courtyard Office Center, LLC, a Washington limited liability company

Grantee:

Avista Corporation, a Washington corporation

Abbreviated Legal Description:

L 1, 2, 3 & ptn 4 B 16 Railroad Addition

Full legal description on Exhibit A

Assessor's Property Tax Parcel Numbers:

35192.0901, 35192.0902, and 35192.0903

Filed for record at request of:

Courtyard Office Center, LLC
1411 E. Mission Avenue
Spokane, WA 99201

Document Title:	Amended Utility Easement
Reference Numbers of related documents:	6533317
Grantor:	Courtyard Office Center, LLC, a Washington limited liability company
Grantee:	Avista Corporation, a Washington corporation
Abbreviated Legal Description:	L 1, 2, 3 & ptn 4 B 16 Railroad Addition
Assessors Property Tax Parcel Numbers:	35192.0901; 35192.0902; 35192.0903

THIS AMENDED UTILITY EASEMENT (this “**Amended Easement**”) is by and between COURTYARD OFFICE CENTER, LLC, a Washington limited liability company as successor-in-interest to SPS Inn, L.P., a Washington limited partnership with an address of 1411 E. Mission Avenue, Spokane, WA 99201 (“**Grantor**”), and AVISTA CORPORATION, a Washington corporation, formerly known as The Washington Water Power Company, with an address of 1411 E. Mission Avenue, Spokane, WA (“**Grantee**”).

This Agreement amends and supersedes in its entirety that certain Utility Easement recorded as Spokane County Auditor Document No. 6533317 on September 9, 2016 (“**Utility Easement**”) to reflect the grant of a perpetual, permanent and exclusive easement to access and use the space in the basement of the existing building on Lots 1 and 2, Block 16, RAIL ROAD ADDITION TO THE CITY OF SPOKANE, as otherwise described herein for the purpose of the installation, maintenance, use, operation, repair, and monitoring of electric utility vault room (“**Electric Utility Vault Room**”), which includes, but is not limited to electrical systems, instruments, and equipment for providing power to Grantee’s customers (“**Electric Utility Vault Equipment**”).

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”, legally described in Exhibit “A”, attached hereto and incorporated herein by this reference, and as approximately shown on the attached map marked EXHIBIT “B” (the “Easement Area”), attached hereto and incorporated herein by this reference.
2. **ACCESS.** Grantor grants to Grantee, its agents, representative, successors, assigns, contractors and consultants, and to governmental agency representatives a perpetual, permanent easement to access and use the space in the basement of the existing building, along with a right of ingress, egress, and access over and across the Subject Property and the Grantor’s adjoining property for the purpose stated above. Grantee’s right of access granted herein shall allow Grantee unescorted access to the Subject Property, without notice or further consent, twenty-four hours per day, seven days a week, and three hundred sixty-five days a year. Grantor shall provide to Grantee copies of any keys, door codes, access codes, openers, badges or other access mechanisms necessary for Grantee to access the Subject Property at all times. Grantor shall not take any action that limits or restricts Grantee’s access to the Easement Area.

Grantor further grants to Grantee a non-exclusive, perpetual and permanent right of ingress, egress, and access to the Subject Property for the purpose of accessing the Maintenance Room designated as L16 (as identified in Exhibit “B” and by this reference is incorporated into this Amended Easement).

3. **TERM.** This Amended Easement and the rights granted to Grantee in this Amended Easement will commence on the date of execution and shall continue until such time as Grantee surrenders its interests in the Amended Easement (the “Term”). A written termination of easement executed by Grantee shall be required to terminate this Amended Easement.
4. **DESCRIPTION AND USE OF THIS AMENDED EASEMENT.** This Amended Easement granted by the Grantor to Grantee consists of an exclusive easement, with the right, privilege, and authority to repair, replace, maintain, operate, secure, install equipment upon, and inspect the Easement Area for private use upon, over, and across that portion of the Subject Property depicted in Exhibit B. Grantor recognizes and agrees that Grantee may install gates, locks, and security devices as Grantee deems necessary to protect the Easement Area and Grantee may use this Amended Easement to access the Subject Property. Grantor further recognizes and agrees that Grantor shall have no right to access the Easement Area without the prior authorization of Grantee, which consent shall not be unreasonably withheld, and that any access by Grantor to the Easement Area shall at all times be supervised by Grantee.

Commission Approval Contingency. This Agreement is subject to the approval of the Washington Utilities and Transportation Commission (the “Commission”). This Agreement will not be effective until such time as the Commission chooses to either approve the Agreement or otherwise chooses not to act. Should the Commission disapprove, this Agreement will be null and void.

5. **INDEMNIFICATION.** Grantee shall defend, indemnify, and hold Grantor harmless from and against any and all claims, injuries, damages, losses, fines, charges, penalties, administrative proceedings, judgments, suits, costs, and expenses (including attorney fees and court costs), arising out of or related to Grantee's access to or use of this Amended Easement and Easement Area.
6. **NOTICES.** Unless specifically stated otherwise in this Amended Easement, all notices, waivers, and demands required or permitted hereunder shall be in writing and delivered to the addresses set forth below, by one of the following methods: (a) hand delivery; (b) a nationally recognized overnight courier company; (c) registered United States mail, signature required and postage-prepaid; or (d) email transmission provided that the transmission is completed no later than 4:00 p.m. Pacific Standard Time on a business day with the original sent via first class US Mail the same or following day. Notices shall be sent to the parties at the following:

To Grantor: Name: Troy Dehnel
Address: 1411 E. Mission Avenue, MSC-68,
 Spokane, WA, 99202
Telephone: 509-495-4876
Email: troy.dehnel@avistacorp.com

with a copy to:

Name: Anni Glogovac
Address: 1411 E. Mission Avenue, MSC-33,
 Spokane, WA, 99202
Telephone: 509-495-7341
Email: anni.glogovac@avistacorp.com

To Grantee: Name: Bruce Howard
Address: 1411 E. Mission Avenue, MSC-25,
 Spokane, WA, 99202
Telephone: 509-495-2941
Email: bruce.howard@avistacorp.com

with a copy to:

Name: Jillian Cairnes
Address: 1411 E. Mission Avenue, MSC-33,
 Spokane, WA, 99202
Telephone: 509-495-8635
Email: jillian.cairnes@avistacorp.com

Any party may change its address for purposes of this Section 6 by giving written notice as provided in this Section 6. All notices and demands delivered by a party's attorney on a party's behalf shall be deemed to have been delivered by said party. Notices shall be valid only if served in the manner provided in this Section 6.

7. **AMENDMENT.** This Agreement may not be modified, amended, or terminated except in a writing signed by each party hereto.
8. **COUNTERPARTS.** This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. A signed copy of this Agreement delivered by facsimile/email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
9. **VENUE; GOVERNING LAW.** Any action at law or in equity to enforce the terms of the Agreement will be brought in Spokane County, Washington. The Agreement will be construed and interpreted in accordance with the laws of the State of Washington, excluding any choice of law rules that may direct the application of laws of a jurisdiction other than Washington.
10. **SEVERABILITY AND WAIVER.** The invalidity or unenforceability of any provision of the Agreement will not affect any other provisions; the Agreement will be construed in all respects as if such invalid or unenforceable provisions were omitted. The failure of either party to insist upon or enforce strict performance of any of the provisions of the Agreement, or to exercise any rights under the Agreement, will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same will be and remain in full force and effect.

Signature Pages to Follow.

DATED THIS 10th DAY OF November, 2022.

GRANTOR:

GRANTEE:

COURTYARD OFFICE CENTER, LLC

AVISTA CORPORATION

By 

Name Latisha Hill

Title Senior Vice President of Avista
Development, Inc., sole Member of
Courtyard Officer Center, LLC

By 

Name JASON THACKSTON

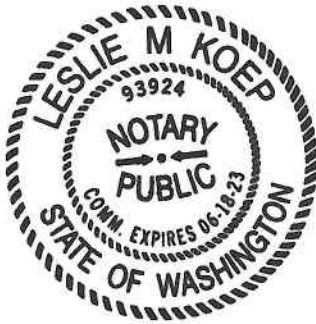
Title SENIOR VICE PRESIDENT

STATE OF WASHINGTON
COUNTY OF SPOKANE

} ss.

I certify that I know or have satisfactory evidence that **Latisha Hill** is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Senior Vice President of Avista Development, sole member of Courtyard Office Center, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 10th day of November, 2022.



Leslie Koep

Printed Name Leslie Koep

NOTARY PUBLIC in and for the State of Washington,
residing at Spokane, WA

My Commission Expires 6/18/2023

STATE OF WASHINGTON
COUNTY OF SPOKANE

} ss.

I certify that I know or have satisfactory evidence that JASON THACKSTON is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the SR VICE PRESIDENT of Avista Corporation to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 10th day of November, 2022.



Leslie Koep

Printed Name Leslie Koep

NOTARY PUBLIC in and for the State of Washington,
residing at Spokane, WA

My Commission Expires 6/18/2023



10/10/2018 10:10:10



EXHIBIT A

Legal Description of the Grantor's Property

Parcel 1:

Lots 1 and 2, Block 16, Railroad Addition, according to plat recorded in Volume "D" of Plats, page 82;

Situate in the City of Spokane, County of Spokane, State of Washington.
(35192.0901 and 35192.0902)

Parcel 2:

All of Lot 3 and the South 77.5 feet of the West half of Lot 4, Block 16, Railroad Addition, according to plat recorded in Volume "D" of Plats, page 82;

Situate in the City of Spokane, County of Spokane, State of Washington.
(35192.0903)

Exhibit B

Map showing the Electric Utility Vault and Maintenance Room in Basement of Property

