

Contract No. 18TX-16630

**AGREEMENT FOR THE PURCHASE AND SALE OF  
THE CHENEY AND FOUR LAKES TAP LINES**

**executed by the**

**UNITED STATES OF AMERICA**

**DEPARTMENT OF ENERGY**

**acting by and through the**

**BONNEVILLE POWER ADMINISTRATION**

**and**

**AVISTA CORPORATION**

This AGREEMENT FOR THE PURCHASE AND SALE OF THE CHENEY AND FOUR LAKES TAP LINES (Agreement) is made and entered into as of this 23<sup>rd</sup> day of July 2018, by and between AVISTA CORPORATION (Buyer) and the UNITED STATES OF AMERICA, Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION (Seller), under and pursuant to the powers and authority contained in the Act of August 20, 1937, (16 U.S.C. §832a), as amended, and applicable orders and regulations promulgated thereunder. Buyer and Seller are separately and jointly referred to in this Agreement as "Party" and "Parties," respectively.

Subject to the following conditions, Seller agrees to sell and Buyer agrees to buy the Four Lakes Tap Line and the Cheney Tap Line, collectively referred to herein as the "Tap Lines." The Four Lakes Tap is identified as Seller's Four Lakes Tap to Buyer's Sunset-E. Colfax No. 1 115-kV line (Four Lakes Tap), approximately 5.92 miles in length. The Cheney Tap is identified as Seller's Cheney Tap to Buyer's Silver Lake-Sunset No. 1 115-kV line (Cheney Tap), approximately 9.03 miles in length. The Tap Lines are situated in portions of Sections 13 & 24, Township 23 North, Range 41 East; Sections 6, 7 & 18, Township 23 North, Range 42 East; Sections 7, 12, 13 & 24, Township 24 North, Range 41 East; Sections 7, 19, 30, 31, 32, 33, 34, 35 & 36, Township 24 North, Range 42 East, Willamette Meridian, Spokane County, Washington, further described in Exhibit A.

The Tap Lines and corresponding land rights (easements and fee) are together referred to herein as the "Property."

For and in consideration of the provisions of this Agreement, Seller and Buyer agree as follows:

---

1. **PURCHASE PRICE**

The total purchase price is \$0. Seller is transferring title to the Property to Buyer in exchange for Buyer transferring to Seller title to certain equipment pursuant to the Transfer of Ownership Agreement, Contract No. 18TX-16631.

2. **PAYMENT TERMS**

Not applicable.

3. **CONVEYANCE INSTRUMENTS**

(a) **Bill of Sale for Facilities, Equipment and Fixtures**

Seller will sell the Tap Lines to Buyer by bill of sale (Bill of Sale). The form of Bill of Sale is substantially as shown in Exhibit A, and the facilities, equipment and fixtures are as listed and described in Exhibit A, Attachment No. 1.

(b) **Assignment of Easements**

Seller shall assign to Buyer the easements associated with the Tap Lines (Assignment). The form of Assignment is substantially as shown in Exhibit B.

(c) **Quitclaim Deed**

Seller shall quitclaim fee property associated with the Tap Lines to Buyer (Quitclaim). The form of Quitclaim Deed is substantially as shown in Exhibit C.

Seller shall sign and deliver the above listed instruments to Buyer upon execution of the Agreement.

Seller shall record the Assignment and Quitclaim and provide the originals to Buyer upon receiving the recorded documents from the county.

4. **EFFECTIVE DATE**

The effective date (Effective Date) of this Agreement shall be the date on which the last party executes this Agreement. The Effective Date will be inserted on the first page of this Agreement when such date is determined.

---

**5. RISK OF LOSS; RELIABILITY STANDARDS**

The cost of loss or damage to the Property shall be upon Seller until the Effective Date.

The cost of loss or damage to the Property shall be upon Buyer as of the Effective Date.

Although title and interest to the Property will remain with Seller until the conveyance instruments are executed, the Parties agree that the benefits and burdens of ownership, including adherence to all applicable Western Electricity Coordinating Council and North American Electric Reliability Corporation reliability standards and policies, shall pass from Seller to Buyer from and as of the Effective Date of this Agreement.

**6. AUTHORITY TO ENTER INTO AGREEMENT**

Buyer shall provide Seller with a written resolution adopted by its governing body showing unqualified approval of and authority for the President of Buyer to execute this Agreement.

Each Party to this Agreement, and each individual signing on behalf of each Party, hereby represents and warrants to the other that such Party has full power and authority to enter into this Agreement and that the execution, delivery, and performance of this Agreement is fully authorized and approved, and that no further corporate approvals or consents are required to bind such Party.

**7. SURVEY**

In the event a survey of the Property is required, such survey shall be obtained by Buyer at its own expense. Any survey obtained or performed by Buyer, or its contractor, shall be under the direct guidance and supervision of Seller, or shall be performed by Seller at the expense of Buyer.

**8. SOLD "AS IS"**

Buyer agrees that the Property sold by Seller is sold on an "AS IS" basis. The Parties acknowledge that Buyer has had adequate opportunity to inspect the Property prior to the time of this Agreement.

**9. ENVIRONMENTAL CONDITION**

As of the Effective Date, Buyer shall assume sole and complete financial responsibility for any and all necessary costs, and perform or cause to be performed any and all necessary actions (including but not limited to removal, investigation, or remediation), associated with the presence of hazardous substances, contaminants, pollutants, or petroleum products which may be discovered within the area of the Property, whether or not the presence of hazardous substances, contaminants, pollutants, or petroleum products is attributable to Seller's past ownership and operations.

---

Buyer hereby indemnifies, releases, and holds Seller harmless from any financial obligation Buyer may have relating to the environmental condition of the Property described above, including costs associated with the removal or replacement of equipment sold under this Agreement.

**10. RESERVATIONS**

Not applicable.

**11. CONTINGENCIES**

Execution of the conveyance instruments by Seller and Buyer shall be contingent upon the transfer and conveyance of that certain equipment identified in the Transfer of Ownership Agreement, Contract No. 18TX-16631.

**12. SUCCESSORS AND ASSIGNS**

The terms and conditions of this Agreement are binding on all successors and assigns of the Parties, and will survive the transfer of title to the Property.

**13. STANDARD PROVISIONS**

(a) **Amendment**

No amendment of this Agreement shall be of any force or effect unless set forth in a written instrument signed by authorized representatives of each Party.

(b) **Entire Agreement**

This Agreement, including documents expressly incorporated by reference, constitutes the entire agreement between the Parties. It supersedes all previous communications, representations, or contracts, either written or oral, which purport to describe or embody the subject matter of this Agreement.

(c) **No Third Party Beneficiaries**

This Agreement is made and entered into for the sole benefit of the Parties, and the Parties intend that no other person or entity shall be a direct or indirect beneficiary of this Agreement.

(d) **Uncontrollable Forces**

The Parties shall not be in breach of their respective obligations to the extent the failure to fulfill any obligation is due to an Uncontrollable Force. "Uncontrollable Force" means an event beyond the reasonable control of, and without the fault or negligence of, the Party claiming the Uncontrollable Force, that prevents that Party from performing its contractual obligations under this Agreement and which, by exercise of that Party's reasonable care, diligence and foresight, such Party was unable to avoid. Uncontrollable Forces include, but are not limited to:

- 
- (1) strikes or work stoppage;
  - (2) floods, earthquakes, or other natural disasters; terrorist acts; and
  - (3) final orders or injunctions issued by a court or regulatory body having competent subject matter jurisdiction which the Party claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed, suspended, or set aside pending review by a court of competent subject matter jurisdiction.

Neither the unavailability of funds or financing, nor conditions of national or local economies or markets shall be considered an Uncontrollable Force. The economic hardship of either Party shall not constitute an Uncontrollable Force. Nothing contained in this provision shall be construed to require either Party to settle any strike or labor dispute in which it may be involved. If an Uncontrollable Force prevents a Party from performing any of its obligations under this Agreement, such Party shall: (1) immediately notify the other Party of such Uncontrollable Force by any means practicable and confirm such notice in writing as soon as reasonably practicable; (2) use its best efforts to mitigate the effects of such Uncontrollable Force, remedy its inability to perform, and resume full performance of its obligation hereunder as soon as reasonably practicable; (3) keep the other Party apprised of such efforts on an ongoing basis; and (4) provide written notice of the resumption of performance. Written notices sent under this section must comply with section 14, Notices.

(d) **Waiver**

No waiver of any provision or breach of this Agreement shall be effective unless such waiver is in writing and signed by the waiving Party, and any such waiver shall not be deemed a waiver of any other provision of this Agreement or any other breach of this Agreement.

**14. NOTICES**

Any notice or other communication related to this Agreement shall be delivered in person, or with proof of receipt by email, facsimile, First Class Mail or overnight delivery service. Notices are effective on the date received. Either Party may change the contact information by providing notice of such change to the following person and address:

**To Avista Corporation:**

1411 East Mission Avenue  
Spokane, WA 99202-2600  
Attention: Jeff Schlect  
Title: Senior Manager, FERC  
Policy and Transmission  
Services  
Phone: (509) 495-8856  
Fax: (509) 495-4851  
Email: Jeff.schlect@avistacorp.com

**To Bonneville Power Administration**

Attention: Transmission Account  
Executive for Avista  
Corporation – TSE/TPP-2  
Phone: (360) 619-6016  
Fax: (360) 619-6940  
Email: [txsalescontracts@bpa.gov](mailto:txsalescontracts@bpa.gov)

**First Class Mail:**

Bonneville Power Administration  
P.O. Box 61409  
Vancouver, WA 98666

**Overnight Delivery Service:**

Bonneville Power Administration  
905 NE 11<sup>th</sup> Avenue  
Portland, OR 97232

**15. ADDITIONAL DOCUMENTS**

Seller and Buyer agree to execute such additional documents, including escrow instructions, as may be reasonable and necessary to carry out the provisions of this Agreement.

**16. GOVERNING LAW**

Interpretation of this Agreement shall be governed by Federal law, where applicable. Where Federal law is not applicable, this Agreement shall be governed by the laws of the State of Washington.

**17. EXHIBITS**

All exhibits attached are hereby incorporated and made a part of this Agreement by reference.

- Exhibit A Bill of Sale  
Exhibit A, Attachment No. 1 Cheney and Four Lakes Tap Lines,  
Bonneville Power Administration  
Equipment to be Released to Avista  
Corporation

- 
- Exhibit B Assignment of Easements  
Exhibit No. 1 to Exhibit B Land Rights Transferred from Bonneville  
Power Administration to Avista Corporation
  - Exhibit C Quitclaim Deed

**18. SIGNATURES**

This Agreement may be executed in several counterparts, all of which taken together will constitute one single agreement. The Parties have executed this Agreement as of the last date indicated below.



By: *Michael J. DeKlyen*  
Michael J. DeKlyen, Realty Specialist  
Real Property Services

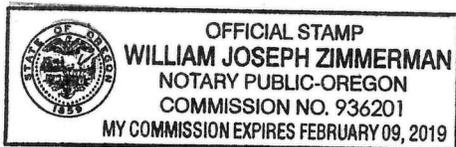
Date *July 23, 2018*

STATE OF OREGON            )  
  ) ss:  
County of Multnomah        )

On this day personally appeared before me Mike DeKlyen, known to me to be the Realty Specialist, Real Property Services, Bonneville Power Administration, who subscribed to and executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this *23rd* day of *July*, 2018.

*William Joseph Zimmerman*  
Notary Public for State of Oregon  
County of Multnomah  
My Commission expires: *February 09, 2019*  
Print Name *William Joseph Zimmerman*



[BUYER]

AVISTA CORPORATION

By: D. Vermillion  
Dennis Vermillion, President,  
Avista Corporation

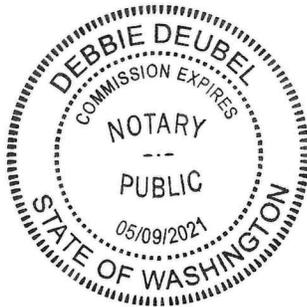
7/12/18  
Date

STATE OF WASHINGTON )

) ss:  
County of Spokane )

On this day personally appeared before me Dennis Vermillion, known to me to be the President, Avista Corporation, who subscribed to and executed the within and foregoing instrument and acknowledged that he/she signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 12<sup>th</sup> day of July, 2018.



Debbie Deubel  
Notary Public for State of Washington  
County of Spokane  
My Commission expires: 05-09-2021  
Print Name Debbie Deubel

---

**EXHIBIT A  
BILL OF SALE**

The UNITED STATES OF AMERICA, Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION (Seller) does hereby sell to AVISTA CORPORATION (Buyer) and its assigns, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the facilities, equipment and fixtures of the Four Lakes Tap to Buyer's Sunset-E. Colfax No. 1 115-kV line (Four Lakes Tap) and the Cheney Tap to Buyer's Silver Lake-Sunset No. 1 115-kV line (Cheney Tap), collectively referred to herein as the "Tap Lines."

The Tap Lines are located in portions of Sections 13 & 24, Township 23 North, Range 41 East; Sections 6, 7 & 18, Township 23 North, Range 42 East; Sections 7, 12, 13 & 24, Township 24 North, Range 41 East; Sections 7, 19, 30, 31, 32, 33, 34, 35 & 36, Township 24 North, Range 42 East, Willamette Meridian, Spokane County, Washington. The facilities and fixtures sold in this agreement are described in Exhibit A, Attachment No.1, attached herein and made a part hereof.

Seller and Buyer have entered into an Agreement for the Purchase and Sale of the Cheney and Four Lakes Tap Lines (Agreement) dated July 23, 2018. All terms and conditions of the Agreement are incorporated herein by this reference.

The facilities, equipment and fixtures described in Exhibit A, Attachment No. 1, were assigned for disposal pursuant to authority contained in the Act of August 20, 1937 (16 U.S.C. § 832a), as amended, and applicable orders and regulations promulgated thereunder.

Buyer understands and agrees that the Tap Lines are being conveyed "AS-IS" and without warranties of any kind. Seller disclaims all implied or express warranties, including, without limitation, warranties of fitness or merchantability.



Accepted By:

AVISTA CORPORATION

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

By: Dennis Vermillion

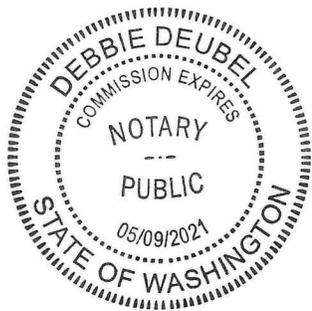
Dennis Vermillion, President  
Avista Corporation

6/13, 2018  
Date

STATE OF WASHINGTON )  
 ) ss:  
County of Spokane )

On this day personally appeared before me Dennis Vermillion, known to me to be the President, Avista Corporation, who subscribed to and executed the within and foregoing instrument and acknowledged that he/she signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 13<sup>th</sup> day of June, 2018.



Debbie Deubel

Notary Public for State of Washington  
County of Spokane

My Commission expires: 05-09-2021

Print Name Debbie Deubel

**EXHIBIT A, ATTACHMENT NO. 1  
CHENEY AND FOUR LAKES TAP LINES,  
BONNEVILLE POWER ADMINISTRATION EQUIPMENT  
TO RELEASE TO AVISTA CORPORATION**

Location	Position	Dispatch No.	Manufacturer	Year Installed
Four Lakes Substation 115 KV	Silver Lake Tap	B-1729	Pennsylvania Transformer TW-2	1971
Four Lakes Substation 115 KV	Sunset-Colfax	B-1730	Pennsylvania Transformer TW-2	1971
Four Lakes Substation 115 KV	Cheney Tap	B-1731	Pennsylvania Transformer TW-2	1971
Four Lakes Substation 115 KV	Silver Lake Tap	7083	-	-
Four Lakes Substation 115 KV	Sunset-Colfax	7084	-	-
Four Lakes Substation 115 KV	Cheney Tap	7085	-	-
Cheney Tap to Silver Lake-Sunset 115 kV line	STR 1/2	B-1732	Allis Chalmers	1971
Four Lakes Tap to Sunset-East Colfax 115 kV line	STR 1/2	B-239	Pacific Electric	1952

Description	Quantity	BPA Equip. Numbers	Position	Age of Equipment
<b>Cheney Tap</b>				
Disconnect Sw.,115kV, Group Operated,1600A	1 ea	D09166	B-1732	1971
POLE WITH CROSSARM/GUY	Lump	–	CHEYT-SISU	1971
POLE WITH CROSSARM/GUY	Lump	–	CHEYT-SISU	1972
POLES & FIXTURES, POL	Lump	–	CHEYT-SISU	2002
POLE WITH CROSSARM/GUY	–	–	CHEYT-SISU	2011
POLE WITH CROSSARM/GUY	Lump	–	CHEYT-SISU	2014
OH CONDUCTOR/LINE HRDWR	–	–	CHEYT-SISU	1971
OH CONDUCTOR/LINE HRDWR	–	–	CHEYT-SISU	1972
OH CONDUCTOR/LINE HRDWR	–	–	CHEYT-SISU	2011
OHGW & Counterpoise, Continuous, w/Avg Ctr Poise	0.8 mile	–	CHEYT-SISU	1971
<b>Four Lakes Tap</b>				
Disconnect Sw.,115kV, Group Operated,1600A	1 ea	D04208	B-239	1952
POLE WITH CROSSARM/GUY	Lump	–	FOLKT-SUEC	1953
POLE WITH CROSSARM/GUY	Lump	–	FOLKT-SUEC	1978
POLE WITH CROSSARM/GUY	Lump	–	FOLKT-SUEC	1980
POLE WITH CROSSARM/GUY	Lump	–	FOLKT-SUEC	1984
POLE WITH CROSSARM/GUY	Lump	–	FOLKT-SUEC	1989
POLE WITH CROSSARM/GUY	Lump	–	FOLKT-SUEC	1992
POLE WITH CROSSARM/GUY	Lump	–	FOLKT-SUEC	2003
POLE WITH CROSSARM/GUY	Lump	–	FOLKT-SUEC	2008
POLE WITH CROSSARM/GUY	Lump	–	FOLKT-SUEC	2010
POLE WITH CROSSARM/GUY	Lump	–	FOLKT-SUEC	2014
OH CONDUCTOR/LINE HRDWR	Lump	–	FOLKT-SUEC	2015
OH CONDUCTOR/LINE HRDWR	93,777lnft	–	FOLKT-SUEC	1953
OH CONDUCTOR/LINE HRDWR	–	–	FOLKT-SUEC	2015
OVERHEAD GROUND WIRES	–	–	FOLKT-SUEC	1953
<b>Four Lakes Substation</b>				
Disconnect Sw.,115kV, Group Operated,600A	1 ea	D00244	B-1729	1971
Disconnect Sw.,115kV, Group Operated,600A	1 ea	D02841	B-1730	1971
Disconnect Sw.,115kV, Group Operated,600A	1 ea	D02138	B-1731	1971

**EXHIBIT B**  
**ASSIGNMENT OF EASEMENTS**

**AFTER RECORDING, RETURN TO**  
**Bonneville Power Administration**  
**TERP-3**  
**P.O. BOX 3621**  
**PORTLAND, OR 97208-3621**

Legal description: A portion of Sections 13 & 24, Township 23 North, Range 41 East; Sections 6, 7 & 18, Township 23 North, Range 42 East; Sections 7, 12, 13 & 24, Township 24 North, Range 41 East; Sections 7, 19, 30, 31, 32, 33, 34, 35 & 36, Township 24 North, Range 42 East, WM., Spokane County, Washington, as described in Exhibit A

BPA Lead Tract No.: CY-T-1-A-1

**ASSIGNMENT OF EASEMENTS**

This ASSIGNMENT OF EASEMENTS ("Assignment") is made and entered into, by and between the UNITED STATES OF AMERICA ("the United States" or "Assignor") and AVISTA CORPORATION ("Avista" or "Assignee") and its assigns.

The United States is herein assigning easements utilized by the Department of Energy, Bonneville Power Administration ("BPA").

The easements assigned herein are associated with BPA's rights-of-way for the Cheney Tap to Avista's Silver Lake-Sunset No. 1 115-kV line ("Cheney Tap") and the Four Lakes Tap to Avista's Sunset-E. Colfax No. 1 115-kV ("Four Lakes Tap").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the United State and Avista agree as follows:

Easements. The easements listed in Exhibit 1, attached hereto and by this reference made a part hereof, are together referred to as "the Easements."

Assignment of Easements. The United States hereby assigns the Easements described above to Avista.

---

Assumption of Obligations. Avista hereby accepts the foregoing assignment of Easements and assumes the Easement obligations of the United States.

Warranty of Capacity. The United States represents and warrants that it has full authority to enter into this Agreement, and to make the assignments provided for herein.

Assignor and Assignee have entered into an AGREEMENT FOR THE PURCHASE AND SALE OF THE CHENEY AND FOUR LAKES TAP LINES ("Agreement") dated July 23, 2018. All terms and conditions of the Agreement are incorporated herein by this reference.

The Easements were assigned for disposal pursuant to authority contained in the Act of August 20, 1937 (16 U.S.C. § 832a), as amended, and applicable orders and regulations promulgated thereunder.

Dated this 23 day of July, 2018.

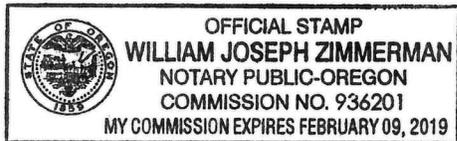
UNITED STATES OF AMERICA  
Department of Energy  
Bonneville Power Administration

By [Signature]  
Michael J. DeKlyen,  
Realty Specialist, Real Property Services

STATE OF OREGON            )  
  ) ss:  
County of Multnomah        )

On this day personally appeared before me Mike DeKlyen, known to me to be the Realty Specialist, Real Property Services, Bonneville Power Administration, who subscribed to and executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 23 day of July, 2018.



[Signature]  
Notary Public for State of Oregon  
County of Multnomah  
My Commission expires: February 09, 2019  
Print Name William Joseph Zimmerman

Accepted By:  
AVISTA CORPORATION

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

By: Dennis Vermillion \_\_\_\_\_ 6/13, 2018  
Dennis Vermillion, President Date  
Avista Corporation

STATE OF WASHINGTON )  
 ) ss:  
County of Spokane )

On this day personally appeared before me Dennis Vermillion, known to me to be the President, Avista Corporation, who subscribed to and executed the within and foregoing instrument and acknowledged that he/she signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 13<sup>th</sup> day of June, 2018.

Debbie Deubel  
Notary Public for State of Washington  
County of Spokane  
My Commission expires: 05-09-2021  
Print Name Debbie Deubel

**EXHIBIT 1, TO EXHIBIT B  
LAND RIGHTS TRANSFERRED FROM  
BPA TO AVISTA CORPORATION**

Cheney Tap to Four Lakes Tap to WWP East Colfax-Spokane

Tract ID	Auditor's File Nos Filing Info	Recording Filing Dates	Right Type	Granting Document
CY-T-1-A-1	Vol 46 Page 1433, 454219	October 17, 1969	Easement	Easement
CY-T-1-A-1R1	Vol 93 Page 647, 555473	June 15, 1971	Easement	Easement
CY-T-2-A-2	Vol 44 Page 1983, 450731	September 29, 1969	Easement	Easement
CY-T-2-A-3	Vol 44 Page 1983, 450731	September 29, 1969	Easement	Easement
CY-T-2-A-5	Vol 44 Page 1983, 450731	September 29, 1969	Easement	Easement
CY-T-2-A-6	Vol 44 Page 1983, 450731	September 29, 1969	Easement	Easement
CY-T-2-A-4	Vol 44 Page 1835, 450628	September 26, 1969	Easement	Easement
CY-T-2-A-7	Vol 42 Page 81, 444294	August 20, 1969	Easement	Easement
CY-T-3-A-8	Vol 68 Page 713, 503066	August 7, 1969	Easement	Easement
CY-T-3-A-10	Vol 68 Page 713, 503066	August 7, 1969	Easement	Easement
CY-T-3-A-9	Vol 63 Page 1518, 492216	October 16, 1969	Easement	Easement
CY-T-3-AR-0	Vol 63 Page 1518, 492216	October 16, 1969	Easement	Easement
CY-T-3-A-9.1	Vol 50 Page 511, 461689	October 3, 1969	Easement	Easement
CY-T-3-A-11	Vol 42 Page 1395, 445746	August 28, 1969	Easement	Easement
CY-T-3-A-12	Vol 46 Page 1639, 454465	October 20, 1969	Easement	Easement
CY-T-3-A-12.1	Vol 46 Page 1082, 453923	October 16, 1969	Easement	Easement
CY-T-3-A-13	Vol 42 Page 84, 444295	August 20, 1969	Easement	Easement
CY-T-3-A-14	Vol 42 Page 1293, 445584	August 27, 1969	Easement	Easement
CY-T-3-A-15	Vol 42 Page 1398, 445747	August 28, 1969	Easement	Easement
CY-T-3-A-16	Vol 45 Page 1608, 452377	October 7, 1969	Easement	Easement
CY-T-3-AR-1P2	Vol 45 Page 1608, 452377	October 7, 1969	Easement	Easement
CY-T-3-AR-1P4	Vol 46 Page 1886, 454676	October 21, 1969	Easement	Easement
CY-T-3-A-17	Vol 43 Page 1985, 448489	September 15, 1969	Easement	Easement
CY-T-3-A-18	Civil 3293,	September 12, 1969	Easement	Dec. of Taking
CY-T-4-A-19	Civil 3303,	October 2, 1969	Easement	Dec. of Taking
CY-T-3-AR-1P3	Civil 3303,	October 2, 1969	Easement	Dec. of Taking
CY-T-4-A-20	Civil 3303,	October 2, 1969	Easement	Dec. of Taking
CY-T-4-AR-1P1	Civil 3303,	October 2, 1969	Easement	Dec. of Taking
CY-T-4-AR-1P2	Civil 3303,	October 2, 1969	Easement	Dec. of Taking
CY-T-4-AR-2	Civil 3303,	October 2, 1969	Easement	Dec. of Taking
CY-T-4-AR-3P1	Civil 3303,	October 2, 1969	Easement	Dec. of Taking
CY-T-4-AR-3P2	Civil 3303,	October 2, 1969	Easement	Dec. of Taking
CY-T-5-A-22	Civil 3293,	September 12, 1969	Easement	Dec. of Taking
CY-T-5-AR-1P1	Civil 3293,	September 12, 1969	Easement	Dec. of Taking
CY-T-5-AR-2P1	Civil 3293,	September 12, 1969	Easement	Dec. of Taking

Four Lakes Tap to WWP Silver Lake – Sunset Easement Tracts

Tract ID	Auditor's File Nos Filing Info	Recording Filing Dates	Right Type	Granting Document
FL-TA-1-A-2R1	Vol 101 Page 147, 572091	August 30, 1971	Easement	Easement
FL-TA-2-AR-1R1PA	Vol 101 Page 147, 572091	August 30, 1971	Easement	Easement
FL-TA-1-A-3.1R1	Vol 103 Page 1866, 577746	September 28, 1971	Easement	Easement
FL-TA-1-A-3R1	Vol 97 Page 1008, 564551	July 23, 1971	Easement	Easement
FL-TA-2-A-4R1	Vol 111 Page 1156, 593487	December 21, 1971	Easement	Easement

18TX-16630, Avista Corporation

Case No. 20150101

Exhibit No. 1, to Exhibit B

Land Rights Transferred from BPA to Avista Corporation  
Attachment A - Cheney-Four Lakes Purchase and Sale Agreement

Page 1 of 2

FL-TA-2-A-5R1	Vol 92 Page 1031, 553741	June 7, 1971	Easement	Easement
FL-TA-2-A-6R1	Vol 94 Page 440, 557360	June 22, 1971	Easement	Easement
FL-TA-2-AR-1R1	Vol 94 Page 440, 557360	June 22, 1971	Easement	Easement
FL-TA-2-A-6.1R1	Vol 94 Page 434, 557358	June 22, 1971	Easement	Easement
FL-TA-2-A-6.2R1	Vol 94 Page 437, 557359	June 22, 1971	Easement	Easement
FL-TA-2-A-7R1	Vol 89 Page 330, 546698	April 30, 1971	Easement	Easement
FL-TA-3-A-9R1	Vol 89 Page 327, 546697	April 30, 1971	Easement	Easement
FL-TA-3-A-10	Vol 80 Page 118, 527565	January 5, 1970	Easement	Easement
FL-TA-3-A-11	Vol 87 Page 197, 542481	April 8, 1971	Easement	Easement
FL-TA-4-A-12	Vol 85 Page 1401, 539546	March 23, 1971	Easement	Easement
FL-TA-5-AR-1	Vol 85 Page 1401, 539546	March 23, 1971	Easement	Easement
FL-TA-5-AR-2	Vol 85 Page 1401, 539546	March 23, 1971	Easement	Easement
FL-TA-5-A-13	Vol 94 Page 1563, 558633	June 28, 1971	Easement	Easement
FL-TA-5-A-14	Vol 92 Page 1034, 553742	June 7, 1971	Easement	Easement
FL-TA-5-A-15	Vol 93 Page 647, 555473	June 15, 1971	Easement	Easement

Cheney Light Department Power Company Crossing Permit  
CY-T-5-X-20B                      Contract Number 14-03-09581                      Instrument Dates  
September 23, 1969  
FL-TA-5X-15B                      Contract Number 14-03-29500                      July 1, 1971

Inland Empire Crossing Permit(s)  
CY-T-1-X-1R1A                      Contract Number 14-03-29557                      September 9, 1971

Northern Pacific RR Crossing Permits  
CY-T-3-X-16A                      Contract Number 14-03-09764                      January 14, 1970

Spokane County Board of Commissions Crossing Permits  
CY-T-2-X-6A                      none assigned                      September 5, 1969  
CY-T-3-X-13A                      none assigned                      September 5, 1969  
CY-T-3-X-16B                      none assigned                      September 5, 1969  
CY-T-4-X-20A                      none assigned                      September 5, 1969  
FL-TA-1-X-1R1A                      none assigned                      June 3, 1971  
FL-TA-2-X-2R1A                      none assigned                      June 3, 1971  
FL-TA-2-X-2R1C                      none assigned                      June 3, 1971  
FL-TA-2-X-2R1D                      none assigned                      June 3, 1971  
FL-TA-5-X-14A                      none assigned                      June 3, 1971

Spokane County Approach Permits  
FL-TA-1-AR-1R1PA                      none assigned                      April 12, 1972  
FL-TA-2-AP-1R1                      none assigned                      April 12, 1972  
FL-TA-2-AP-2R1                      none assigned                      April 12, 1972  
FL-TA-AR-5-1PA                      none assigned                      October 19, 1970

Union Pacific RR Crossing Permits  
CY-T-3-X-17A                      Contract Number 14-03-09587                      October 17, 1969

US Air National Guard Crossing Permits  
FL-TA-3-AP-1R1                      Contract Number 14-03-39555                      August 23, 1971  
FL-TA-3-AP-2R1                      Contract Number 14-03-39555                      August 23, 1971  
FI-TA-3-X-3R1A                      Contract Number 14-03-29532                      July 23, 1971  
FI-TA-3-X-3R1B                      Contract Number 14-03-29532                      July 23, 1971

**EXHIBIT C  
QUITCLAIM DEED**

**AFTER RECORDING, RETURN TO  
Bonneville Power Administration  
TERP-3  
P.O. BOX 3621  
PORTLAND, OR 97208-3621**

Legal description: A portion Section 13,  
Township 23 North, Range 41 East, Willamette  
Meridian, in Spokane County, Washington.

BPA Tract No.: CY-T-4-A-20.1

**QUITCLAIM DEED**

THIS DEED is made and entered into by and between the UNITED STATES OF AMERICA, acting by and through the U.S. Department of Energy, Bonneville Power Administration ("Grantor") and Avista Corporation ("Grantee").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby remise, release and quitclaim unto the Grantee, its successors and assigns, subject to the reservations, covenants and conditions hereinafter contained, all Grantor's right, title, interest in and to the following described parcel of land:

The tract of land recorded January, 28, 1970 in Warranty Deed, Vol 53 Page 1772, Assessors No. 470126, and known as BPA Tract CY-T-4-A-20.1 in the county of Spokane, in the State of Washington.

**CONDITIONS OF THIS CONVEYANCE:**

This grant is subject to easements and reservations for public roads and highways, public utilities, railroads, pipelines and other encumbrances of record, and also existing easements, if any, not shown of record.

This grant is subject to the terms and conditions contained in the AGREEMENT FOR THE PURCHASE AND SALE OF THE CHENEY AND FOUR LAKES TAP LINES ("Agreement"), executed on July 23, 2018. All terms and conditions of the Agreement are incorporated herein by this reference.

This instrument does not authorize use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person or entity acquiring title to the property should check with the appropriate city or county Planning Department to verify approved uses.

