

Fourth Amended Easement and Access Agreement

When Recorded Return To:

Avista Corporation
1411 E Mission Ave
Spokane, Washington 99201

Document Title:

Fourth Amended Easement and Access Agreement

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 below

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:	Fourth Amended Easement and Access Agreement
Reference Numbers of related documents:	4174188; 4200193; 4471429; 4505982
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 FOURTH AMENDED EASEMENT AND ACCESS AGREEMENT (this "**Agreement**") is by and between COURTYARD OFFICE CENTER, LLC, a Washington limited liability company as successor entity to Center Place Suites, LLC, a Washington limited liability company and 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, restates, supersedes and replaces in its entirety that certain Third Amended Easement, Lease, Access Agreement and Release recorded as Spokane County Auditor Document No. 4505982 on August 9, 2000 ("**Third Amended Easement**") to reflect the grant of a new easement and access agreement for the Control Room (defined below) and the Remediation System (as defined in Exhibit "1") for the purpose of conducting the Remediation Work (as defined in Exhibit "1"). The Third Amended Easement superseded the Second Amended Easement, Lease, Access Agreement, and Release recorded as Spokane County Auditor Document No. 4471429 on April 11, 2000. The Second Amended Easement, Lease, Access Agreement, and Release superseded the Amended Easement, Lease, Access Agreement, and Release recorded as Spokane County Auditor Document No. 4200193 on March 20, 1998. The Amended Easement, Lease, Access Agreement, and Release superseded the Easement, Lease, Access Agreement, and Release recorded as Spokane County Auditor Document No. 4174188 on December 30, 1997.

For and in consideration of the mutual benefits to be derived by Grantor and Grantee, the receipt of which is hereby acknowledged, Grantor hereby grants to Grantee, its successors and assigns, certain easements, and right of access to the below-described Property for the Purposes and Scope of Remediation Work set forth and described in Exhibit "1" attached hereto and by this reference made a part hereof as though set out in full. The "Property" subject to this Agreement is legally described as follows:

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)

EASEMENTS

Grantor grants to Grantee, its agents, representatives, successors, assigns, contractors and consultants, and to governmental agency representatives, a perpetual and permanent easement ("Easement") over the Property for the purpose of conducting all Remediation Work as described in Exhibit "1" hereto. Grantor shall not affect or interfere with the implementation of the Remediation Work or with Remediation Work facilities described in Exhibit "1".

Grantor grants to Grantee, its agents, representatives, successors, assigns, contractors and consultants, and to governmental agency representatives, 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 a control room depicted on the figures attached hereto as Exhibit "2", ("Control Room"), and by this reference made a part hereof as though set out in full, which includes but is not limited to electronic systems and instruments, and other equipment and fixtures related to the Remediation Work described in Exhibit "1" ("Control Room Equipment").

Grantor further grants to Grantee, its agents, representatives, successors, assigns, contractors and consultants, and to governmental agency representatives, a perpetual, permanent, and non-exclusive easement over and across the Property for the purpose of operating, monitoring, repairing, replacing, and maintaining the Remediation System described in Exhibit "1".

Grantor shall not disturb or interfere with the Control Room, any Control Room Equipment, or any component of the Remediation System without Grantee's prior written consent. Grantor shall not interfere with the electrical power supplied to the Control Room, or impede access by Grantee or its agents to the electrical power panel for the Control Room, currently located on the north side of the parking garage on the Property and labeled "Elec" on Exhibit "2" attached hereto. Grantee shall not be responsible for any

losses incurred by Grantor caused by use of the Control Room, the Control Room Equipment, or the Remediation System by Grantee.

Grantor recognizes and agrees that Grantee may install gates, locks, and security devices as Grantee deems necessary to protect the Control Room and components of the Remediation System. Grantor further recognizes and agrees that Grantor shall have no right to access the Control Room without the prior authorization of Grantee, which consent shall not be unreasonably withheld, and that any access by Grantor to the Control Room shall at all times be supervised by Grantee.

ACCESS AGREEMENT

Grantor hereby grants to Grantee and its agents, representatives, successors, assigns, contractors and consultants, and to governmental agency representatives, the perpetual and permanent right of ingress, egress, and access to the Property for the purpose of accessing the Control Room and the Remediation System, and conducting the Remediation Work described in Exhibit "1". Such right of access shall be subject to the terms and conditions stated herein and in the attached exhibits. Grantee's right of access granted herein shall allow Grantee unescorted access to the 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 Property at all times. Grantor shall not take any action that limits or restricts Grantee's access to the Control Room or components of the Remediation System.

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 use of this Easement. Grantee shall not be liable for property damage or injury that is caused by the negligence of Grantor, its employees, agents, guests or invitees.

BINDING EFFECT AND CONSTRUCTION OF THIS INSTRUMENT

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.


This Agreement shall be binding upon the parties hereto and their successors and assigns and shall run with the land. Any conflict between this instrument and the exhibits attached hereto shall be construed so that this instrument shall control over exhibits. Grantee shall have the sole right to terminate this Agreement by delivering written notice to Grantor of such termination. Upon termination of this Agreement, Grantee shall have the right in its reasonable discretion to remove and/or seal in place some or all of the Control Room Equipment at Grantee's sole cost. Grantor acknowledges and agrees that Grantor shall not disturb or interfere with any Control Room Equipment which Grantee has sealed in place without Grantee's prior written consent, which consent shall not be unreasonably withheld.

Signature Pages to Follow.

DATED THIS 10th DAY OF November, 2022.

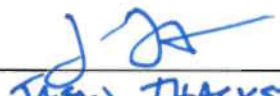
GRANTOR:

COURTYARD OFFICE CENTER, LLC

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

GRANTEE:

AVISTA CORPORATION

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 THACKSTIN 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

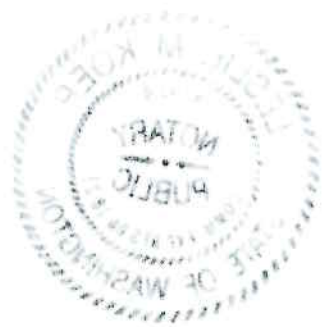


EXHIBIT "1"
To the Fourth Amended Easement and Access Agreement
PURPOSES AND SCOPE OF REMEDIATION WORK

1. **Cleanup Action Work; Background.** Hazardous substances have been released into soil and groundwater beneath the Property. The Property is part of a site that is being remediated under Washington's Model Toxics Control Act, RCW 70A.305, known as the Washington Water Power Central Steam Plant Site ("**Site**"). A remediation system has been installed at the Site, portions of which are located on the Property ("**Remediation System**"). The Remediation System includes, without limitation, a subsurface barrier wall, groundwater monitoring wells, oil recovery wells, bioventing injection wells, bioventing extraction wells, piping, and stormwater catch basins. The remediation and the Remediation System are described in the Final Cleanup Action Plan for the Site dated November 22, 1996, as it may be amended ("**CAP**"), and other documents prepared in connection with remediation of the Site. These documents and other reports describing the remedial investigation and feasibility study for the Site, the implementation of the CAP, the location of components of the Remediation System, and the operation, maintenance, and monitoring of the Remediation System are on file with the Washington State Department of Ecology ("**Ecology**"), at the Eastern Regional Office, in Spokane, Washington. The Property is subject to the Amended Consent Decree entered on December 2, 1996 in the Superior Court of the State of Washington, in and for Spokane County, in Cause Number 94-2-05788-4, which requires implementation of the CAP. The CAP requires that certain actions be taken with respect to the Property, including installation, operation, and maintenance of the Remediation System and operation and maintenance of the Control Room. It is recognized that the CAP may be amended or modified under the terms of the Amended Consent Decree, and that Ecology may require additional remedial action on the Property. All such work, whether specified in the CAP or in documents prepared pursuant to the CAP, or otherwise required by Ecology, constitute Remediation Work.

2. **Remediation Work Facilities.** All facilities installed by Grantee in connection with the Remediation Work shall be installed at Grantee's sole cost and expense. Grantee shall provide as-built drawings for all facilities installed, after the date this Fourth Amended Easement and Access Agreement is recorded, by Grantee on the Property in connection with the Remediation Work. If Grantee is required to install additional Remediation Work facilities on the Property, it shall attempt to complete the installation in a manner that minimizes impacts on the future use of the Property.

3. **Security.** As necessary, Grantee or its contractors will provide appropriate security, such as fencing or traffic cones to protect the public and property in connection with the Remediation Work.

EXHIBIT "2"
To the Fourth Amended Easement and Access Agreement
MAP SHOWING CONTROL ROOM AND POWER SOURCE TO THE REMEDIATION SYSTEM
IN THE BASEMENT OF PROPERTY

