

**WHEN RECORDED RETURN TO:**

Northwest Natural Gas Co.  
Attn: Risk, Environment and Land  
P. O. Box 2641  
Portland, OR 97208-9956

**DOCUMENT TITLE(S):**

Utility Easement Agreement

**REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:**

**GRANTOR:**

1. North Bonneville Resort and Spa

**GRANTEE:**

1. Northwest Natural Gas Co.

**ABBREVIATED LEGAL DESCRIPTION:**

SW 1/4 Sec 16 and DLC No. 39, T2N, R7EWM

Full Legal Description located on Page 14

**TAX PARCEL NUMBER(S):**

02 07 16 3 0 0200 00

☐ If this box is checked, then the following applies:

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

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Signature

**Skamania County – Recording Cover Sheet**

**Document Title:** Utility Easement Agreement

**Reference Nos.:**

**Grantor/Assignor:** North Bonneville Resort and Spa

**Grantee/Assignee:** Northwest Natural Gas Co.

**Legal Description:** Southwest quarter, Section 16 and DLC NO.39,  
Township 2 North, Range 7 East, Willamette Meridian,  
Skamania County, Washington

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**Assessor's property tax parcel/account number(s):** 02671630020000

After Recording Return To:

Northwest Natural Gas Company  
220 NW Second Avenue  
Portland, Oregon 97209  
Attention: Land Manager

Send Tax Statements to:

Northwest Natural Gas Company  
220 NW Second Avenue  
Portland, Oregon 97209  
Attention: Land Manager

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### UTILITY EASEMENT AGREEMENT

**GRANTOR**      **NORTH BONNEVILLE RESORT & SPA**, a corporation of the State of Washington, whose address is 1252 E. Cascade Drive, P.O. Box 356, North Bonneville, WA 98639

**GRANTEE**      **NORTHWEST NATURAL GAS COMPANY**, an Oregon corporation, whose address is 220 NW. Second Avenue, Portland, OR 97209

### RECITALS

- A. Grantor is the owner of certain real property located in the City of North Bonneville, Skamania County, Washington ("Grantor's Property").
- B. Grantee desires and Grantor agrees to grant an easement modification over, under, upon and across a portion of Grantor's Property for the uses and on the conditions set forth below.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Utility Easement Agreement ("Agreement") and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

#### 1. RECITALS

The Recitals above are true and are incorporated into and are a part of this Agreement.

#### 2. GRANT OF EASEMENT AND USE

Grantor hereby grants to Grantee for the uses and on the conditions hereinafter described, a nonexclusive easement over, under, upon and across a portion of Grantor's Property shown and legally described on **Exhibit A** attached hereto ("Easement Area and Easement Map"). This Agreement does not grant or convey to Grantee any fee ownership interest in the property described herein.

### **3. GRANTEE'S USE**

#### **3.1 Permitted Uses and Improvements**

Grantee shall use the Easement Area solely for relocation, construction, installation, operation, maintenance, replacement, reconstruction, and removal of a natural gas transmission pipeline ("Pipeline"), and for any necessary above-ground locate wires and/or other required regulating equipment or facilities (together, "Permitted Uses"), together with the right of ingress and egress for all purposes incident to the Permitted Uses. Except with the Grantor's written consent, Grantee agrees that all pipelines and facilities constructed pursuant to the rights granted herein, with the exception of any necessary above-ground locate wires, shall be fully enclosed and underground. All costs associated with Grantee's use of the Easement Area, including connecting such underground facilities to Grantee's other facilities, shall be Grantee's sole cost and expense.

#### **3.2 Limits on Use**

The Easement Area may be used for no use other than the Permitted Uses without Grantor's prior written consent which may be withheld in Grantor's sole discretion. In conjunction with Grantee's use of the Easement Area, Grantee shall not: (a) violate any noise law, ordinance or regulation or cause substantial noise, vibration, fumes, debris, or electronic interference on or adjacent to the Easement Area; (b) create any condition that is a safety hazard; (c) interfere with Grantor's underground or above ground utilities or structures; (d) interfere with Grantor's use of its adjacent property or with adjacent tenants' use of their property; or (e) interfere with the use and operation of the roadways within the Easement Area.

#### **3.3 Construction Permit and Right of Entry**

Prior to the commencement of any construction, maintenance or reconstruction activities in the Easement Area, Grantee shall, except in the case of emergency, obtain from Grantor a Permit and Right of Entry ("Construction Permit").

### **4. GRANTEE'S OBLIGATIONS**

#### **4.1 Construction and Maintenance**

All construction and maintenance required within the Easement Area for the Permitted Uses, including the cost to restore improvements which are affected by such construction or maintenance, shall, regardless of who performs such construction or maintenance, be and remain the responsibility of Grantee. Grantee shall apply for and obtain all permits necessary for such work and pay all applicable fees. Thirty (30) days prior to beginning any construction, Grantee shall notify Grantor of the dates of construction and provide Grantor with an initial construction schedule and a work plan detailing any partial closures of streets, as well as obtain a Construction Permit as required in Section 3.3. Grantee shall use its best efforts to perform any work in the Easement Area in a manner which minimizes interruption to the business operations of Grantor or Grantor's tenants.

#### **4.2 Maintenance of Improvements in Easement Area**

Grantee shall be solely responsible for maintaining all of its improvements in good and safe condition within the Easement Area. If excavation is necessary in order to maintain, repair, replace or remove any of the improvements, all work shall be done in a safe and workmanlike manner, in accordance with all laws and codes. Any area disturbed by work described herein shall be promptly restored to its condition prior to commencement of the work, as soon as the work is complete, unless expressly agreed otherwise herein.

### **4.3 Utilities**

Grantee shall promptly pay any charges for sanitary sewer, storm sewer, water, gas, electricity, telephone, and all other charges for utilities which may be furnished to the Easement Area at the request of Grantee. Grantee shall promptly pay any drainage fees and impervious surface fees directly attributable to Grantee's use of the Easement Area.

### **4.4 Restoration of Easement**

#### **4.4.1 Disturbance**

In the event that the Easement Area or any landscaping or other improvement located within or adjacent to the Easement Area is disturbed by the exercise of any rights granted herein or any associated construction, Grantee shall promptly remove any debris and restore the Easement Area including any disturbed landscaping or other improvement to a condition not less than the condition prior to the exercise of such rights, unless expressly agreed otherwise herein.

### **4.5 Reservation of Grantor Rights**

Any work performed by Grantee will be performed so as not to obstruct, injure or prevent the free use and operation of any of Grantor's property.

## **5. TERM**

This Agreement shall commence on the Effective Date and shall continue in perpetuity unless terminated as set forth in Section 6.

## **6. TERMINATION**

In the event the Grantee shall fail to use the Easement Area for the purposes stated herein for a continuous period of one (1) year at any time after the initial installation(s) authorized by this Agreement, or, in the event the parties mutually agree in writing to terminate this Agreement, then this Agreement shall terminate and all rights granted hereunder shall automatically revert to the Grantor. Within ninety (90) days from the date of written notice from Grantor upon abandonment or mutual termination of this Agreement by the parties, Grantee shall if requested by Grantor, and at Grantee's sole expense, remove or abandon in place all or portions of the improvements installed by Grantee in the Easement Area and restore the Easement Area and landscaping to a condition not less than the condition of the Easement Area prior to the date of this Agreement, or to such other condition as is reasonably required by Grantor to be compatible with properties adjacent to the Easement Area, and execute and deliver to the Grantor a recordable document or documents sufficient to remove this Agreement as an encumbrance on the Grantor's Property. Grantor reserves the right to immediately terminate this Agreement should Grantee breach any of the terms or conditions of this Agreement and to seek any other remedies available to Grantor, both at law or in equity, for breach of this Agreement; provided, prior to seeking or enforcing such remedies, including the termination right, Grantor shall provide Grantee written notice of such breach and shall give Grantee reasonable time to cure such breach.

## **7. COMPLIANCE WITH LAWS**

Grantee, at Grantee's sole expense, shall conduct its activities under this Agreement in compliance with all applicable state, federal, and local laws, rules, regulations, ordinances, approvals, consents, authorizations, orders, agency guidance documents, and other requirements (including without limitation, all building, zoning, pollution, and environmental

protection requirements), and terms of any permits applicable to the Easement Area or Grantor's property.

## **8. INDEMNIFICATION**

Grantee agrees to defend (using legal counsel acceptable to Grantor), indemnify, and hold harmless Grantor from and against, and reimburse Grantor for, any and all actual or alleged claims, damages, expenses, costs, fees (including, but not limited to, attorney, accountant, paralegal, expert, and escrow fees), fines, and/or penalties (collectively "Costs") which may be imposed upon or claimed against or incurred by Grantor and which, in whole or in part, directly or indirectly, arise from or are in any way connected with any of the following, except to the extent resulting from Grantor's negligence or willful misconduct: (a) any negligent act or willful misconduct of Grantee; (b) any use, occupation, management or control of the Easement Area by Grantee, whether or not due to Grantee's own act or omission and whether or not occurring on the Easement Area; (c) any condition created in or about the Easement Area by Grantee, including any accident, injury or damage occurring on or about the Easement Area after the Effective Date; (d) any breach, violation or nonperformance of any of Grantee's obligations under this Agreement; (e) any damage caused by Grantee on or to the Easement Area. For purposes of this Section, Grantee shall be deemed to include Grantee and Grantee's assigns and all respective partners, officers, directors, agents, employees, invitees, licensees, contractors and/or suppliers. **EXCEPT THAT** Grantee shall not be liable for or obligated to indemnify and hold Grantor harmless for damage that may result to the Grantor's swimming pool located adjacent to the Easement Area, when the Easement Area is used by Grantee in the exercise of its rights in compliance with the terms of this Agreement.

## **9. GRANTOR'S USE**

**9.1** Grantor reserves the right to use the Easement Area for any lawful purpose not inconsistent with Grantee's Permitted Use, including the installation, maintenance, repair, removal, replacement or relocation of underground utilities and services, paths, roadways or driveways, parking lots, landscaping, and continued operation and development of Grantor's property.

**9.2** All underground utilities and services within the Easement Area will maintain three (3) feet separation in all directions and at all locations where running alongside the Pipeline, and 12-inches separation in all directions and at all locations where crossing the Pipeline.

**9.3** Grantor specifically reserves the right to install one crossing of an 8-inch geothermal distribution line, and one perpendicular crossing of a sanitary sewer stub for possible future use, subject to Section 9.2.

**9.4** Grantor will not install any other utility or service within the Easement Area without first obtaining Grantee's written permission, not to be withheld unreasonably and not for any reason other than legal requirements or to maintain the safety and integrity of the Pipeline and attendant facilities.

**9.5** Grantor reserves the right to install non-grouted pavers ("Pavers") over the most east 5 feet of the Easement Area, but not within 5 feet of existing gas main. Grantor is permitted to install Pavers at a depth of no more than 3-1/2 inches deep on a bed of sand within the Easement Area.



**9.6** Grantor shall be responsible for removing and replacing Pavers at Grantee's request, if necessary for Grantee's access to its facilities within the Easement Area. Grantee shall not be liable for any damages to Pavers caused by removal and replacement necessary for Grantee to access its facilities.

## **10. GRANTOR'S RELOCATION RIGHTS**

In the event that Grantor needs all or a portion of the Easement Area for other purposes, Grantor reserves the right to relocate, at Grantor's sole expense, the Easement Area and the utilities and improvements located in the Easement Area. Provided, however, any proposed relocation shall be subject to Grantee's reasonable review and approval for compliance with all laws.

## **11. SECURITY**

Grantee shall manage and, as appropriate, secure the Easement Area and Grantee's occupation or use so as to prevent any unauthorized access or waste disposal by any party on or relating to the Easement Area.

## **12. CONDITION; REPAIRS AND MAINTENANCE**

Grantee acknowledges that it has inspected the Easement Area and has found it to be completely acceptable and safe for Grantee's intended use. Grantee accepts the Easement Area as-is, with all faults. Grantor makes no warranty, guarantee, or averment of any nature whatsoever concerning the physical condition of the Easement Area, and it is agreed that Grantor shall not be responsible for any loss, damage or costs which may be incurred by Grantee by reason of any such physical condition. Grantee shall maintain, repair and replace the improvements or facilities owned or used by Grantee in the Easement Area to keep them in good condition and repair at all times.

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## **13. ENVIRONMENTAL MANAGEMENT AND COMPLIANCE**

### **13.1 Definitions**

For the purposes of this Agreement, the following definitions shall apply.

#### **13.1.1 Environmental Costs**

"Environmental Costs" shall be interpreted in the broadest sense to include, but not be limited to, costs and damages arising from or relating to: (a) any actual or claimed violation of or noncompliance with any Environmental Law; (b) claims for damages, response costs, fines, fees or other relief relating to matters addressed in any Environmental Law; (c) injunctive relief relating to matters addressed in any Environmental Law; (d) Hazardous Substance Releases (as defined in Section 13.1.4); and (e) violations of any environmental provisions of this Agreement. Costs and damages as used in this Section shall include but not be limited to: (i) costs of evaluation, testing, analysis, clean-up, remediation, removal, disposal, monitoring and maintenance; (ii) costs of reporting to or negotiating with any government agency; (iii) fees of attorneys, engineers, consultants, and experts, whether or not taxable as costs, incurred at, before or after trial, appeal or administrative proceedings; (iv) lost revenue; and (v) diminution of value, loss, or restriction on use of property.

#### **13.1.2 Environmental Law**

"Environmental Law" shall be interpreted in the broadest sense to include any and all federal, State of Washington and local laws, regulations, rules, permit terms, including

but not limited to any storm water pollution control requirements, codes and ordinances now or hereafter in effect, as the same may be amended from time to time, and applicable decisional law, which in any way govern materials, substances, regulated wastes, emissions, pollutants, animals or plants, noise, or products and/or relate to the protection of health, natural resources, safety or the environment.

#### **13.1.3 Hazardous Substance**

"Hazardous Substance" shall be interpreted in the broadest sense to include any and all substances, emissions, pollutants, materials, or products defined or designated as hazardous, toxic, radioactive, dangerous or regulated wastes or materials or any other similar term in or under any Environmental Law. Hazardous Substance shall also include, but not be limited to, fuels, petroleum and petroleum-derived products.

#### **13.1.4 Hazardous Substance Release**

"Hazardous Substance Release" shall be interpreted in the broadest sense to include the spilling, discharge, deposit, injection, dumping, emitting, releasing, leaking or placing of any Hazardous Substance into the air or into or on any land or waters, except as authorized by a then-current and valid permit issued under applicable Environmental Law.

### **13.2 General Environmental Obligations of Grantee**

Grantee shall manage and conduct all of its activities on or relating to the Easement Area as follows: (a) in compliance with all Environmental Laws and the environmental provisions of this Agreement; (b) in a manner designed to protect the environment; (c) in cooperation with Grantor in Grantor's efforts to comply with Environmental Law; and (d) in adherence with Best Management Practices applicable to Grantee's use of the Easement Area. As used herein, "Best Management Practices" shall mean those environmental or operational standards applicable to a particular business or industry group as a matter of common and accepted practice or as articulated by all or some of the following: trade associations or professional associations for the particular business or industry group; the business or industry group's own standard operating procedures; and those Best Management Practices specifically defined or identified for a particular business operation or industry group by regulatory agency guidelines. Grantee shall be responsible for ascertaining which Environmental Laws govern its activities on or relating to the Easement Area and this Agreement and shall be responsible for maintaining a current understanding of such Environmental Laws throughout the term of this Agreement. Grantee shall manage and, as appropriate, secure the Easement Area and its occupation or use of the Easement Area so as to prevent any violation of Environmental Law by any party on or relating to the Easement Area.

### **13.3 Use of Hazardous Substances**

Grantee shall not be permitted to use, handle, store, or dispose of any Hazardous Substances on or under the Easement Area without the express prior written permission of Grantor which Grantor may withhold in its sole discretion, except that Grantee shall be permitted to use, handle or store, for their intended purposes in accordance with all manufacturers' instructions, Hazardous Substances consisting of: (a) small quantities of ordinary janitorial, office and landscaping supplies available at retail; and (b) small quantities of petroleum-derived products fully contained within motor vehicles. No underground storage tanks, mobile storage tanks, or above-ground storage tanks for the storage of Hazardous Substances may be installed or operated on the Easement Area without the Grantor's prior written consent.



### **13.4 Treated Soil or Waste or Soil Containing Industry Byproducts**

Grantor and Grantee shall not store, treat, deposit, place or dispose of on the Easement Area: (a) soil or waste treated to remove or reduce its Hazardous Substance content, including soil or waste treated on the Easement Area; (b) contaminated soil or waste; or (c) soil containing industry byproducts, including, without limitation, slag.

### **13.5 Environmental Inspection**

Grantor reserves the right, at any time and from time to time, after notice to Grantee, to inspect the Easement Area and Grantee's operations on and use of the Easement Area: (a) for the presence of and/or Grantee's management of Hazardous Substances; (b) for compliance with Environmental Law or the environmental provisions of this Agreement; and/or (c) to facilitate Grantor's environmental management, permitting and analysis related to the Easement Area or any other property of Grantor.

### **13.6 Grantee's Liability**

#### **13.6.1 Hazardous Substance Releases**

Except as provided in Section 13.6.3, Grantee shall be responsible for any Hazardous Substance Release on the Easement Area, on other properties, in the air or in adjacent or nearby waterways (including groundwater) which results from or occurs in connection with Grantee's occupancy or use of the Easement Area occurring during the Term of this Agreement or occurring or continuing after the Term of this Agreement.

#### **13.6.2 Grantee's Liability for Environmental Costs**

Except as provided in Section 13.6.3, Grantee shall be responsible for all Environmental Costs arising under this Agreement. Any Environmental Cost for which Grantee is obligated or responsible under this Agreement shall be paid by Grantee within thirty (30) days after the date of written notice or invoice from Grantor or from the agency assessing such Environmental Costs directly against Grantee. Any Environmental Costs not paid when due shall bear interest at the rate equal to the lesser of eighteen percent (18%) per annum or the maximum amount allowed by law from the date due until paid in full.

#### **13.6.3 Limitation of Grantee's Liability**

Notwithstanding anything to the contrary provided in this Agreement, Grantee shall have no responsibility for Hazardous Substances or Hazardous Substance Releases, or Environmental Costs arising therefrom, that: (a) existed on the Easement Area prior to the Effective Date of this Agreement (except if caused by Grantee or Grantee's agents, employees or contractors); or (b) are caused by Grantor or the agents, employees or contractors of Grantor after the Effective Date. If Grantee exacerbates existing or Grantor-caused contamination, Grantee shall be responsible for any increase in Environmental Costs arising from such exacerbation, but not for Environmental Costs arising from such pre-existing or Grantor-caused contamination.

### **13.7 Environmental Remediation**

#### **13.7.1 Immediate Response**

In the event of a violation of Environmental Law, a violation of an environmental provision of this Agreement, a Hazardous Substance Release, or the threat of or reasonable suspicion of the same for which Grantee is responsible under this Agreement, Grantee shall immediately undertake and diligently pursue all acts necessary or appropriate to cure or correct the violation or investigate, contain and stop the Hazardous Substance Release.

### **13.7.2 Remediation and Removal**

Grantee shall promptly undertake all remedial and/or removal actions necessary or appropriate to ensure that any Hazardous Substance Release is eliminated and that any violation of any Environmental Law or environmental provision of this Agreement is cured or corrected. Grantee shall remove, at Grantee's sole expense, all Hazardous Substances for which Grantee is responsible under this Agreement or under any Environmental Law, and shall restore the Easement Area or other affected property or water to its pre-existing condition. In the event that any remediation or removal required by this Agreement cannot reasonably be completed prior to the termination or expiration of this Agreement, Grantee shall not be in default of its remediation obligations as long as Grantee immediately commences all investigation, containment, remediation and removal activities within thirty (30) days (or sooner if required by Environmental Law) and diligently and continuously pursues such activities until completion.

### **13.7.3 Report to Grantor**

Within thirty (30) days following completion of any investigatory, containment, remediation and/or removal action required by this Agreement, Grantee shall provide Grantor with a written report outlining, in detail, what has been done and the results thereof.

### **13.7.4 Grantor's Approval Rights**

Except in the case of an emergency or an agency order requiring immediate action, Grantee shall give Grantor advance notice before beginning any investigatory, remediation or removal procedures. Grantor shall have the right to approve or disapprove the proposed investigatory, remediation and removal procedures and the company(ies) and/or individuals conducting such procedures which are required by this Agreement or by Environmental Law, whether on the Easement Area or on any affected property or water. Grantee shall not initiate any risk assessment based remediation or closure without the prior written consent of Grantor, which consent may be withheld or conditioned in Grantor's sole discretion. Grantor will have the right to require Grantee to request oversight from the Washington Department of Environmental Quality ("DEQ") of any investigatory, containment, remediation and removal activities and/or require Grantee to seek a statement from DEQ of No Further Action.

### **13.8 Notice to Grantor**

Grantee shall promptly notify Grantor upon becoming aware of: (a) a violation or alleged violation of any Environmental Law related to the Agreement or to Grantee's occupation or use of the Easement Area or any environmental provision of this Agreement; (b) any Hazardous Substance Release, including pre-existing contamination, on, under or adjacent to the Easement Area or threat of or reasonable suspicion of any of the same; (c) any notice or communication from a governmental agency directed to Grantee and relating to any Hazardous Substance Release or any violation or alleged violation of Environmental Law which relate to the Easement Area or to Grantee's occupation or use of the Easement Area; and (d) any Hazardous Substance Release or violation of Environmental Law discovered by Grantee on property or in the air or water adjacent to the Easement Area. If notice must be given on the weekend or after 5:00 p.m. on any day, Grantee shall notify Grantor by calling Grantor's emergency telephone number. That number currently is: (503) 240-2230.

### **13.9 Grantor's Right to Perform on Behalf of Grantee**

In the event Grantee fails to perform any of its obligations under Section 13 or under any Environmental Law, Grantor shall have the right, upon giving Grantee seven (7) days

written notice, to perform such obligations and charge Grantee the resulting Environmental Costs. Grantor may not commence performance on behalf of Grantee under this Section, if within the seven (7) day notice period, Grantee promptly begins and diligently pursues to completion the performance of the obligations set forth in Grantor's notice. In the event Grantor determines that an emergency exists and Grantee is unavailable, unwilling or unable to take immediate and appropriate action, Grantor may take whatever immediate action it deems necessary and charge Grantee the resulting Environmental Costs.

#### **14. ENTIRE AGREEMENT**

This Agreement contains the sole agreement between the parties and supersedes, merges, combines, and completely integrates any promises, understandings, or written or oral agreements between the parties respecting this subject matter. No other representations, promises or oral agreements have been made. This Agreement may not be amended except by written agreement of all parties. No amendment shall be effective until duly recorded in the records of Skamania County, Washington.

#### **15. VENUE**

This Agreement shall be governed by the laws of the State of Washington. Venue for resolution of any dispute hereunder shall be in Skamania County, Washington.

#### **16. MEDIATION**

If any dispute should arise between the parties concerning this Agreement, the dispute shall be submitted to mediation before a mediator agreed to and compensated equally by both parties, prior to commencement of arbitration or litigation. If the parties fail to agree upon a mediator, a mediator shall be appointed by the presiding judge of the Skamania County Circuit Court.

#### **17. ATTORNEY FEES**

If a suit, action, or other proceeding of any nature whatsoever (including without limitation any administrative proceeding and any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred in connection therewith, at any hearing, at trial, on any appeal or any petition for review, in addition to all other amounts provided by law. Whenever this Agreement requires Grantee to defend Grantor, it is agreed that such defense shall be by legal counsel reasonably acceptable to Grantor.

#### **18. BINDING**

This Agreement shall be and hereby is made a part of each conveyance of all or any part of the Easement Area and shall run with the land as to all property burdened by this Agreement. As used in this Agreement, the terms Grantee and Grantor shall include the above named Grantee and Grantor and such parties' successors and assigns.

#### **19. PARTIAL INVALIDITY**

Any provisions of this Agreement which shall prove to be invalid, void, or illegal shall in no way affect, impose, or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

## 20. NOTICES

All notices required under this Agreement shall be deemed properly served if hand delivered (including by reputable overnight courier) or sent by certified mail, return receipt requested, to the last address previously furnished by the parties hereto. Until hereafter changed by the parties by notice in writing, notices shall be sent to the parties at the addresses set forth below:

if by mail to Grantee:

Northwest Natural Gas Company  
220 NW Second Avenue  
Portland, OR 97209  
Attention: Land Manager

if by hand delivery to Grantee:

Northwest Natural Gas Company  
220 NW Second Avenue  
Portland, OR 97209  
Attention: Land Manager

If by mail to Grantor:

Pete Cam, Owner  
North Bonneville Resort & Spa  
P.O. Box 356  
North Bonneville, WA 98639

If by hand delivery to Grantor:

Pete Cam, Owner  
North Bonneville Resort & Spa  
1252 East Cascade Drive  
North Bonneville, WA 98639

If mailed, the notice shall be deemed received five (5) days after the date such notice is deposited in a post office of the United States Postal Service, postage prepaid, return receipt requested, certified mail. If delivered by hand, the notice shall be deemed received as of the date of delivery or refusal of delivery.

This Agreement is made and accepted effective 6/15/11, 2011 ("Effective Date").

**GRANTEE**  
NORTHWEST NATURAL GAS COMPANY

By: [Signature]

Print Name: STEVE WALT

As Its: RISK & LAND SUPERVISOR

Date: 6/15/2011

**GRANTOR**  
NORTH BONNEVILLE RESORT & SPA

By: [Signature]

Print Name: PIRFIL CAM

As Its: OWNER

Date: 6-15-11

### ACKNOWLEDGMENTS

STATE OF WASHINGTON )

COUNTY OF SKAMANIA )

LISA M AUSTIN  
NOTARY PUBLIC  
STATE OF WASHINGTON  
COMMISSION EXPIRES  
FEBRUARY 15, 2015

This instrument was acknowledged before me on JUNE 1, 2011, by PIRFIL CAM, as OWNER of North Bonneville Resort & Spa.

[Signature]  
Notary Public for the State of Washington

My Commission Expires: FEB. 15 2015

STATE OF OREGON )

COUNTY OF MULTNOMAH )

This instrument was acknowledged before me on JUNE 15, 2011, by STEVE WALT as RISK & LAND SUPERVISOR of Northwest Natural Gas Company, an Oregon corporation.



[Signature]  
Notary Public for the State of Oregon

My Commission Expires: APRIL 14, 2013



After recording return to:  
Northwest Natural Gas Co.  
Risk and Land Department  
220 NW Second Avenue  
Portland OR 97209

"Exhibit A"

**GAS PIPELINE EASEMENT IN GROSS**

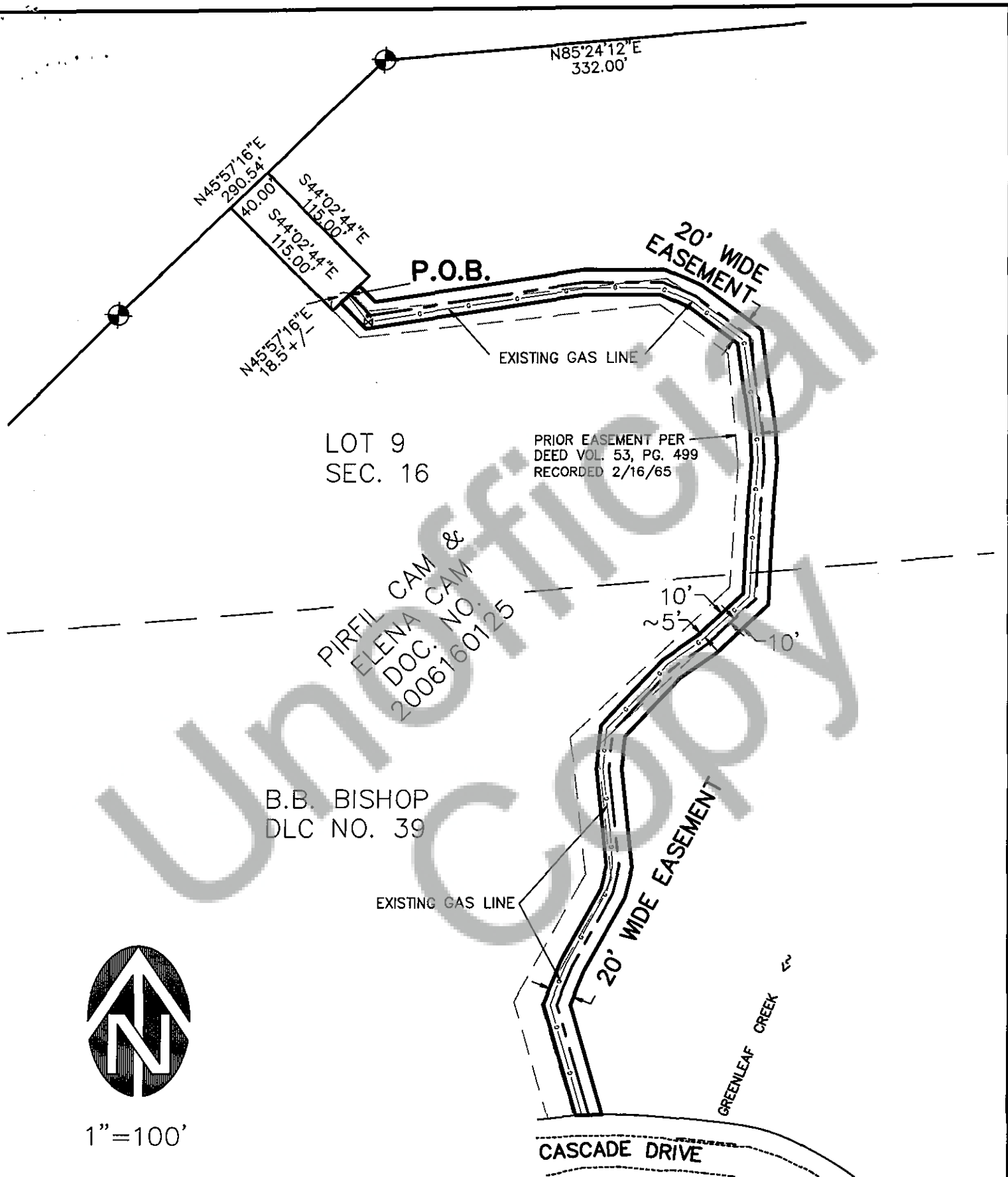
**Grantor(s): NORTH BONNEVILLE RESORT and SPA**

**Grantee: NORTHWEST NATURAL GAS COMPANY**

For the sum of one dollar and other valuable consideration, Grantor, **NORTH BONNEVILLE RESORT and SPA** hereby grants and conveys to grantee, **NORTHWEST NATURAL GAS COMPANY**, and its successors and assigns, an easement to install, operate, maintain, replace and change the size of a gas pipeline or pipelines and related equipment in and upon the following described property

**A 20.00 foot wide gas pipeline easement, situated in the Southwest quarter, Section 16 and Donation Land Claim Number 39, Township 2 North, Range 7 East, Willamette Meridian, Skamania County, Washington, being a portion of that property conveyed to Pirfil Cam and Elena Cam, as Document Number 2006-160125, recorded January 6, 2006, Skamania County Deed Records, and being more particularly described as that portion of said property which lays 10.00 feet each side of a centerline described as follows:**

**Beginning at a point along the Northwestern line of said Cam property, which bears South 08°25'15" West 188.76 feet from the most Northerly Northwest corner thereof, also being a point on the Southeast line of that "40.00 feet by 115.00 feet in size" tract conveyed to William F. Howard by Deed recorded October 20, 1964, at Page 287 Book 53, Skamania County Deed Records, which bears North 45°57'16" East 18.50 feet, more or less from the South corner thereof; thence South 44°03'57" East 23.36 feet; thence North 81°19'23" East 170.60 feet; thence South 89°48'15" East 61.15 feet; thence South 65°43'53" East 28.39 feet; thence South 52°57'37" East 53.53 feet; thence South 07°52'09" East 74.79 feet; thence South 03°22'38" East 24.72 feet; thence South 04°05'39" West 62.38 feet; thence South 02°22'10" West 47.34 feet; thence South 46°39'52" West 51.00 feet; thence South 55°08'03" West 36.02 feet; thence South 42°45'01" West 66.42 feet; thence South 06°34'32" West 30.70 feet; thence South 06°17'00" East 78.19 feet; thence South 13°55'57" West 22.11 feet; thence South 28°39'09" West 65.86 feet; thence South 21°43'32" West 33.10 feet; thence South 16°11'21" East 92.18 feet, more or less, to the Northerly right-of-way line of Cascade Drive Country Road 32, also known as Moffetts-Carpenter Road.**



1"=100'

## EXHIBIT MAP

SW 1/4, SEC 16, T 2 N, R 7 E, WM  
CITY OF N. BONNEVILLE, SKAMANIA  
COUNTY, WASHINGTON

DATE	6/16/10
DRAWN BY	GRA
CHECKED BY	LJS
REVISIONS	
JOB NO.	1266-37



**WESTLAKE**  
CONSULTANTS INC.

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