



Public Utility District #1  
of Skamania County  
P.O. Box 500  
Carson, WA 98610

**SKAMANIA COUNTY  
REAL ESTATE EXCISE TAX**

NA  
DEC 2 2019

PAID

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SKAMANIA COUNTY TREASURER **ACCESS EASEMENT AGREEMENT**

**PARCELS No. 03082810140000 and 03082810130000**

Grantor: Public Utility District #1 of Skamania County  
Grantee: John and Cloida Peyrollaz  
Abbr. Legal: Parcels No. 03082810140000 and 03082810130000 in the SW1/4 SW1/4 NE1/4 Section 28, Township 3 North, Range 8 East, Willamette Meridian, Skamania County Washington Full descriptions attached as Exhibit A  
Tax Parcel: **03082810140000 and 03082810130000** ✓ 12/2/19

This Access Easement Agreement ("Agreement") is made and entered into effective as of November 27<sup>th</sup>, 2019, by and between GRANTOR, the Public Utility District #1 of Skamania County, a Washington municipal corporation hereinafter known as "District," and GRANTEES, John and Cloida Peyrollaz, individuals.

**Recitals**

A. The DISTRICT is the owner of certain real property in Skamania County, Washington, identified as SW1/4 SW1/4 NE1/4 Section 28, Township 3 North, Range 8 East, Willamette Meridian, Skamania County Washington, Parcel No. 03082810140000 and 03082810130000 located at the terminus of Monahan Road (the "Property").

B. GRANTEES are owners of adjoining real property, identified as Parcel No. 03082810120000, and request an easement across the Property owned by the GRANTOR for access to the adjoining property owned by GRANTEES.

C. GRANTOR is willing to provide GRANTEES an easement solely for the purpose of providing access to GRANTEES' property by owners, as well as GRANTEES' invitees and agents under the terms and conditions provided herein. GRANTOR expressly limits this easement to access to GRANTEES' future single-family dwelling.

D. The parties to this Agreement intend that all rights, title, privileges, benefits, and burdens granted by this Agreement shall be a covenant that runs with the affected interests in the land identified herein and an equitable servitude appurtenant thereto, and shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, assigns, and legal representatives. Further, use of the term "GRANTEES" does not imply that each GRANTEE is not severally responsible for the performance of this Agreement.

## **Agreement**

In consideration of the foregoing recitals and the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. Grant of Easement.** GRANTOR hereby grants to the GRANTEES, an easement fifteen (15) feet wide on, over, and across GRANTOR'S property as described and shown in Exhibit "A" hereto (the "Easement Area"), to provide ingress and egress by persons, and vehicles to GRANTEE'S Parcel No. 03082810120000, subject to, and in accordance with all requirements, terms, limitations, covenants, and conditions of this Agreement.

**2. Use and Purpose of Easement.** GRANTEES may use the Easement Area for the sole purpose of providing an access for ingress and egress by persons and vehicles to GRANTEES' Parcel No. 03082810120000. GRANTEES' use of the Easement Area shall at all times be in full compliance with all terms of this Agreement and all applicable laws, rules, and regulations. GRANTEES' use of the Easement Area shall not interfere with access to or use of the Easement Area or any other property served by the Easement Area by GRANTOR or its successors, assigns, tenants, licensees, or invitees. GRANTEE shall not use the Easement Area for any purpose other than expressly set forth herein except upon the prior written consent of Grantor, in GRANTOR'S sole and absolute discretion. GRANTEES acknowledge and expressly agree that this easement is solely for the purpose of providing access to GRANTEES. GRANTOR DOES NOT GRANT ACCESS TO ANY OTHER PROPERTY.

**3. No Permanent Occupation of Easement Area.** Grantee shall make no permanent occupation of the surface of the Easement Area, and no fences, gates, storage sheds, storage yards, buildings, or parking of any equipment or vehicles shall be permitted in the Easement Area. GRANTOR may from time to time close the Easement Area on a temporary within reason basis, or temporarily restrict access to the Easement Area, for the purpose of maintenance, repair, or inspection of GRANTOR's property.

**4. Reservation of Rights by Grantor.** GRANTOR reserves all rights with respect to the Easement Area and GRANTOR'S real property, including without limitation the right to grant easements, licenses, and permits to others, and to occupy and make such improvements as GRANTOR may determine is necessary in its sole discretion.

**5. Exercise of Rights by Grantee.** Grantee shall at all times exercise its rights hereunder in accordance with the terms of this Agreement and the requirements of all applicable federal, state, and local laws, rules, regulations, permits, and orders. GRANTEES' use of the Easement Area shall be in a manner that GRANTOR and its agents, tenants, licensees, invitees, successors and assigns shall not be interfered with or unreasonably disturbed, and GRANTOR'S property shall not be damaged or destroyed in any manner. Should GRANTEES violate this Agreement, GRANTEES, jointly and severally, shall bear the entire cost of any necessary repair or replacement, and any other damages, without limiting any other remedy to which GRANTOR may be entitled. GRANTEES, jointly and severally, agree to reimburse GRANTOR for all costs and fees associated with enforcement of this easement agreement by GRANTOR.

**6. Allocation of Maintenance, Costs and Expenses.** GRANTEES, at their sole cost and expense may construct and install or procure the construction and installation of the access road and all appurtenant improvements in the Easement Area and shall obtain and maintain all necessary permits with respect thereto, PROVIDED, that GRANTOR'S access to its property and the easement area shall not be limited by GRANTEES' access road. After completion of the initial improvements, GRANTEES at their sole cost shall maintain in good condition, and shall repair and replace as necessary, the access road and all appurtenant improvements located within the Easement Area; provided, such work shall be approved in advance by GRANTOR in writing so as not to unreasonably interfere with GRANTOR's use.

**7. Indemnity of Grantor.** GRANTEES, jointly and severally, shall indemnify, defend, and hold GRANTOR and its commissioners, officers, directors, agents, partners, members, contractors, employees,

and agents, completely and unconditionally harmless from and against (a) all claims, costs, liabilities and damages arising out of the use of the Easement or Easement Area by GRANTEES and their tenants, employees, agents, contractors, licensees, and invitees (including attorneys' fees in the investigation or defense of any such actions), and (b) any mechanic's or other liens or claims that may be filed or asserted against GRANTOR or GRANTOR'S property resulting from any actions taken by GRANTEES or their tenants, employees, agents, contractors, licensees, or invitees pursuant to or in connection with this Agreement. GRANTEES' obligations under this section shall survive the termination of this Agreement

**8. Duration and Termination of Grantee's Interest, or Cessation of Use; Fee.** The term of this Agreement and the Easement provided for herein shall be perpetual unless terminated under this agreement or by law. The fee for this Easement shall be \$10. Further, GRANTEES shall report any damage, emergency, vandalism, maintenance needs, or illegal use that they notice while using the easement area, and such shall constitute additional consideration to GRANTOR under this agreement. Notwithstanding the foregoing or anything to the contrary, if GRANTEES cease to use or maintain the Easement Area for a period of at least five (5) consecutive years, then the rights of GRANTEES under this Agreement shall automatically terminate and revert to GRANTOR. Upon the termination of this Easement for any reason, all improvements of GRANTEES in the Easement Area shall either be removed at GRANTEES' expense or shall remain in place and become the property of GRANTOR, at GRANTOR'S option in its sole discretion and at no cost to GRANTOR. Upon the termination of this Agreement, GRANTEES, at the request of GRANTOR, shall immediately execute a written release of the Easement in favor of GRANTOR, and such other documents as reasonably requested by GRANTOR. No termination of this Agreement shall release GRANTEES from any liability or other obligation accruing prior to such termination.

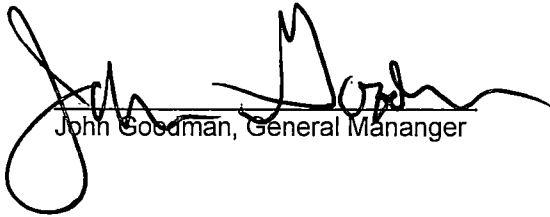
**9. Covenants Running with the Land.** The provisions of this Agreement are covenants running with the land and equitable servitudes and are binding on GRANTOR and GRANTEES and each of their heirs, devisees, executors, administrators, grantees, assigns, and successors in interest.

**10. Miscellaneous.** This Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between the parties or any of them respecting the subject matter hereof. No amendment of or supplement to this Agreement shall be valid or effective unless executed by the parties or their respective successors and assigns and recorded in the records of Skamania County, Washington. This Agreement shall be governed by, construed, and enforced in accordance with the internal laws of the State of Washington. The venue of any action arising out of or in any way relating to this Agreement shall be in the Superior Court of Skamania County, Washington. In the event of any controversy, claim, or dispute arising out of or in any way relating to this Agreement or its breach, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees from the non-prevailing party, whether incurred in arbitration, at trial, on appeal, or in any bankruptcy proceeding.

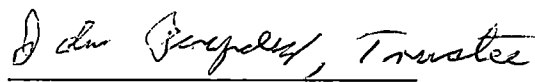
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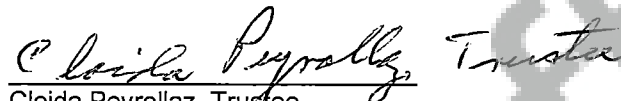
**GRANTOR:**

**PUBLIC UTILITY DISTRICT NO. 1  
OF SKAMANIA COUNTY**

  
John Goodman, General Manager

**GRANTEES:**

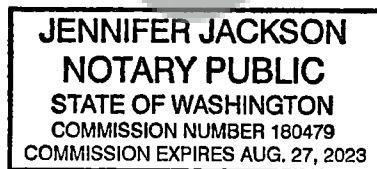
  
John Peyrollaz, Trustee


  
Cloida Peyrollaz, Trustee

STATE OF WASHINGTON )  
COUNTY OF SKAMANIA ) ss

On this 11 day of November, 2019, personally appeared before me **John Goodman**, to me known to be the General Manager of Skamania PUD, the municipal corporation named in the within and foregoing **Access Easement Agreement**, and acknowledged to me that he signed the same on its behalf, as he is so authorized to do, as his free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

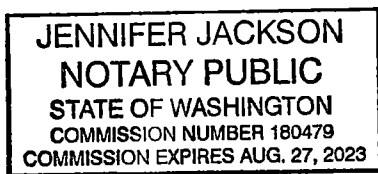


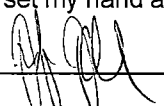
  
NOTARY PUBLIC in and for the State of Washington,  
residing at Carson, WA  
My commission expires: August 27, 2023

STATE OF WASHINGTON )  
COUNTY OF THURSTON ) ss

On this 11 day of November, 2019, personally appeared before me John and Cloyda Peyrollaz, to me known to be the **GRANTEES** named in the within and foregoing **Access Easement Agreement**, and as their free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



  
\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington,  
residing at Carson, WA  
My commission expires: August 27, 2023

Unofficial Copy

**Exhibit A. Access Easement**

