

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

Skamania County, WA
Total: \$108.50
EASE
Pgs=6
12/03/2019 02:21 PM
Request of: SKAMANIA COUNTY PUD



SKAMANIA COUNTY
REAL ESTATE EXCISE TAX

NA
DEC 2 2019

PAID

NA
By deputy
SKAMANIA COUNTY TREASURER

EASEMENT AGREEMENT
PARCEL No. 03082810120000

Grantor: John and Clويدا Peyrollaz, Trustees, on behalf of the Peyrollaz Trust, sole owners
Grantee: Public Utility District #1 of Skamania County
Abbr. Legal: SW1/4, SW1/4, NE1/4 SEC 28-3-8 EXC. N 200' OF W 250' THEREOF, located in
Skamania County, State of Washington
Tax Parcel: 03082810120000 *ym 12/2/19*

This Access Easement Agreement ("Agreement") is made and entered into effective as of November 27th, 2019, by and between GRANTOR, John and Clويدا Peyrollaz, Trustees, on behalf of the Peyrollaz Trust, and GRANTEE, the Public Utility District #1 of Skamania County, a Washington municipal corporation, whose address is P. O. Box 500, Carson, WA, hereinafter known as "District,"

Recitals

A. GRANTOR is the owner of certain real property in Skamania County, Washington, identified as, SW1/4, SW1/4, NE1/4 SEC 28-3-8 EXC. N 200' OF W 250' THEREOF, located in Skamania County, State of Washington Parcel No. 03082810120000.

B. GRANTEES are owners of adjoining real property, identified as Parcel Nos. 03082810130000 and 03082810140000, and request an easement to:

construct, reconstruct, inspect, repair, operate, and maintain a buried grounding cable at any depth deemed necessary by Skamania PUD, and to cut, trim, and remove those trees and shrubbery located within the easement, by machinery or otherwise, which interfere with the safe and prudent operation of said buried grounding cable, within the area described and depicted in Exhibit A hereto, which extends along the entirety of the north and east property lines to a width of 10 feet throughout the entire easement, which is incorporated by reference herein.

C. FURTHER TEMPORARY USE. Grantor further temporarily authorizes the District an additional 5 feet width adjacent to the inner boundary of the easement (15 feet total), and access to the pasture area for vehicles and equipment, depicted in Exhibit A, for purposes of initial construction of the buried grounding cable, provided said additional 5 feet of width, and access to the pasture area, shall be authorized only until construction is completed and, in any case, no longer than

60 days after execution of this easement, and further provided that the PUD shall restore the temporary access area to the similar condition as existed prior to the PUD's temporary use.

D. GRANTOR is willing to provide GRANTEE an easement solely for the purpose stated herein. Should GRANTEE use this easement in a manner inconsistent with this purpose, this easement shall be immediately null and void, and GRANTEE agrees to execute any necessary document releasing this easement.

E. 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.

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 GRANTEE, an easement as described in paragraph B herein, subject to, and in accordance with all requirements, terms, limitations, covenants, and conditions of this Agreement.

2. Use and Purpose of Easement. GRANTEE may use the Easement Area for the sole purpose described in paragraph B herein. GRANTEE'S 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. GRANTEE'S 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. GRANTEE acknowledges and expressly agrees that this easement is solely for the purpose described in paragraph B herein. Should GRANTEE'S use this easement in a manner inconsistent with this Agreement, this easement shall be immediately null and void, and GRANTEE agrees to execute any necessary document releasing this easement. 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, other than location of the grounding wire, 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 temporarily restrict access to the Easement Area, where reasonable 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, provided such does not interfere with GRANTEE'S use of this easement or pose an unreasonable risk to health or safety.

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. GRANTEE'S 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 inconsistent with this Agreement. Should GRANTEE violate this Agreement, GRANTEE 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. GRANTEE agrees to reimburse GRANTOR for all costs and fees associated with enforcement of this easement agreement by GRANTOR.

6. Allocation of Maintenance, Costs and Expenses. GRANTEE shall construct the grounding wire, and thereafter repair and maintain the grounding wire, at their sole cost and expense.

7. Indemnity of Grantor. GRANTEE shall indemnify, defend, and hold GRANTOR and its 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 GRANTEE and its, 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 GRANTEE or their tenants, employees, agents, contractors, licensees, or invitees pursuant to or in connection with this Agreement. GRANTEE'S 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, GRANTEE 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 GRANTEE ceases to use or maintain the Easement Area for a period of at least five (5) consecutive years, then the rights of GRANTEE under this Agreement shall automatically terminate and revert to GRANTOR. Upon the termination of this Easement for any reason, all improvements of GRANTEE in the Easement Area shall be removed at GRANTEE'S expense. Upon the termination of this Agreement, GRANTEE, 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 GRANTEE 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 GRANTEE 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.

SIGNATURES APPEAR ON NEXT PAGE

John Peyrollaz, Trustee
John Peyrollaz, Trustee

Cloida Peyrollaz, Trustee
Cloida Peyrollaz, Trustee

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


John Goodman, General Manager

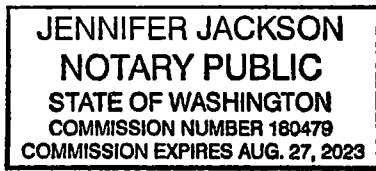
On this 11 day of November, 2019, personally appeared before me John and Cloida Peyrollaz, to me known to be the **GRANTEES** named in the within and foregoing **Easement Agreement**, and as their free and voluntary act and deed for the uses and purposes therein mentioned.

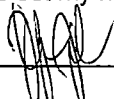
JENNIFER JACKSON
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION NUMBER 180479
COMMISSION EXPIRES AUG. 27, 2023

NOTARY PUBLIC in and for the State of Washington,
residing at Cash, WA
My commission expires: August 22, 2023

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)
) ss

Unofficial Copy

Exhibit A. Buried Grounding Cable Easement

