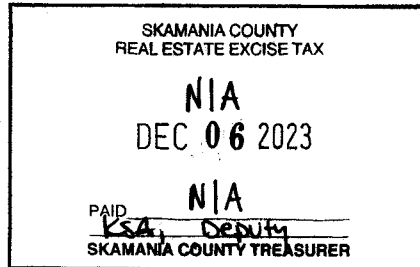


Public Utility District #1
of Skamania County
P.O. Box 500
Carson, WA 98610



NON-EXCLUSIVE ACCESS EASEMENT AGREEMENT
PARCEL No. 01050900010100

Grantor: Public Utility District #1 of Skamania County
Grantee: Joseph Z. Bromley
Abbr. Legal: Parcel No. 01050900010100 *dm 12/6/23*
Full description attached as Exhibit A

This Non-Exclusive Access Easement Agreement ("Agreement") is made and entered into effective as of November 13, 2023, by and between GRANTOR, the Public Utility District #1 of Skamania County, a Washington municipal corporation hereinafter known as "District," and GRANTEE, Joseph Z. Bromley, an individual.

Recitals

- A. The DISTRICT is the owner of certain real property in Skamania County, Washington, identified in Exhibit A, Parcel No. 01050900010100 (the "Property"), adjacent to Mount Pleasant Road.
- B. GRANTEE is the owner of adjoining real property, identified as Parcel No. 01050400150500, and request an easement across the Property owned by the GRANTOR for access to Mount Pleasant Road from GRANTEE'S real property.
- C. GRANTOR is willing to provide GRANTEES an easement solely for the purpose of providing access from GRANTEE'S property by owners, as well as GRANTEES' invitees and agents, to Mt. Pleasant Road and for no other purpose, under the terms and conditions provided herein. GRANTOR expressly limits this easement to access from GRANTEE's property to Mount Pleasant Road to support not more than a single-family dwelling on GRANTEE'S property.
- 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 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 "GRANTEE" does not imply that each beneficiary of this Agreement is not jointly and 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 GRANTEE, an easement 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 and from GRANTEE'S Parcel No. 01050400150500, across GRANTOR'S Parcel No. 01050900010100, to Mount Pleasant Road, 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 of providing an access for ingress and egress by persons and vehicles to GRANTEE'S Parcel No. 01050400150500, across GRANTOR'S Parcel No. 01050900010100, to Mount Pleasant Road. 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 as determined in the sole discretion of GRANTOR. 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, **except** GRANTEE may construct a roadway across the easement area, which will also be available for GRANTOR'S use as needed, at GRANTEE'S sole expense, provided GRANTEE is required to obtain all necessary permits and all other legal requirements, and obtain approval of GRANTOR in writing for said roadway in advance of construction. Any roadway constructed by GRANTEE shall be kept in good condition, and repaired and maintained at GRANTEE'S sole expense. GRANTOR may from time to time use the Easement Area on a temporary basis, for the purpose of maintenance, repair, or inspection of GRANTOR's property, or for other operational purposes and such use shall not be a violation by GRANTOR of this Agreement.

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. 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. 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. GRANTEE'S obligations hereunder shall extend to GRANTEE, and any other beneficiary of this Agreement jointly and severally.

6. Indemnity of Grantor. GRANTEE, and any other beneficiary of this Agreement, jointly and severally, shall indemnify, defend, and hold harmless 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, or related to, the use of the Easement or Easement Area by GRANTEE, their tenants, employees, agents, contractors, licensees, invitees, and any other beneficiary of this Agreement (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, their tenants, employees, agents, contractors, licensees, invitees, or any other beneficiary of this Agreement, pursuant to or in connection with this Agreement. The obligations under this section shall survive the termination of this Agreement.

7. 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 consideration for this Easement shall be \$100 plus attorney and recording fees associated with the preparation and recording of the document. 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 either be removed at GRANTEE'S 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, 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 GRANTEES from any liability or other obligation accruing prior to such termination.

8. 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

GRANTOR:

PUBLIC UTILITY DISTRICT NO. 1
OF SKAMANIA COUNTY

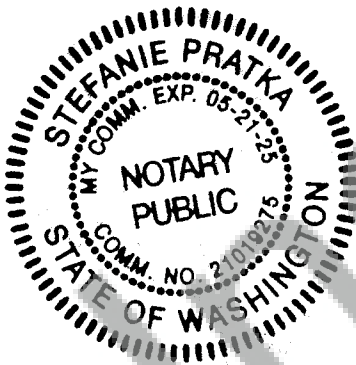

Randy Payne, General Manager

STATE OF WASHINGTON)

COUNTY OF SKAMANIA) ss

On this 6th day of December 2023, personally appeared before me **Randy Payne**, 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.

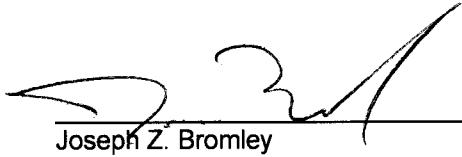
IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Stefanie Pratkanis

NOTARY PUBLIC in and for the State of Washington,
residing at Skamania County
My commission expires: 5/21, 2023

GRANTEE:

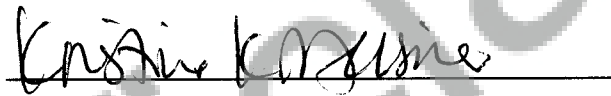

Joseph Z. Bromley

STATE OF WASHINGTON)
COUNTY OF Clark) ss

On this 13th day of November, 2023, personally appeared before me **Joseph Z. Bromley**, to me known to be the **GRANTEE** 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 Vancouver
My commission expires: March 13, 2025

EXHIBIT "A"
ACCESS AND UTILITY EASEMENT

A portion of that Tract #1 and that Tract #2, described in that Statutory Warranty Deed, Volgamore to Skamania County Public Utility District, recorded September 12th, 1967 under Book 58, Page 64, of deeds of Skamania County, being a portion of Northeast quarter of Section 9, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, being more particularly described as follows:

Commencing at the Northeast corner of said Section;

Thence, along said North line, North 88°58'05" West, for a distance of 1229.22 feet, to the True Point of Beginning;

Thence, continuing along said North Line, North 88°58'05" West, for a distance of 123.94 feet, to the easterly right-of-way line of MT Pleasant Road;

Thence, along said easterly right-of-way line, South 18°32'00" East, for a distance of 68.54 feet;

Thence, leaving said easterly right-of-way line, North 72°18'21" East, for a distance of 62.76 feet;

Thence, North 44°06'53" East, for a distance of 60.83 feet, to the True Point of Beginning.

Containing 4,903 square feet, more or less.

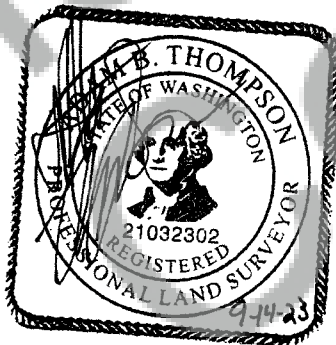
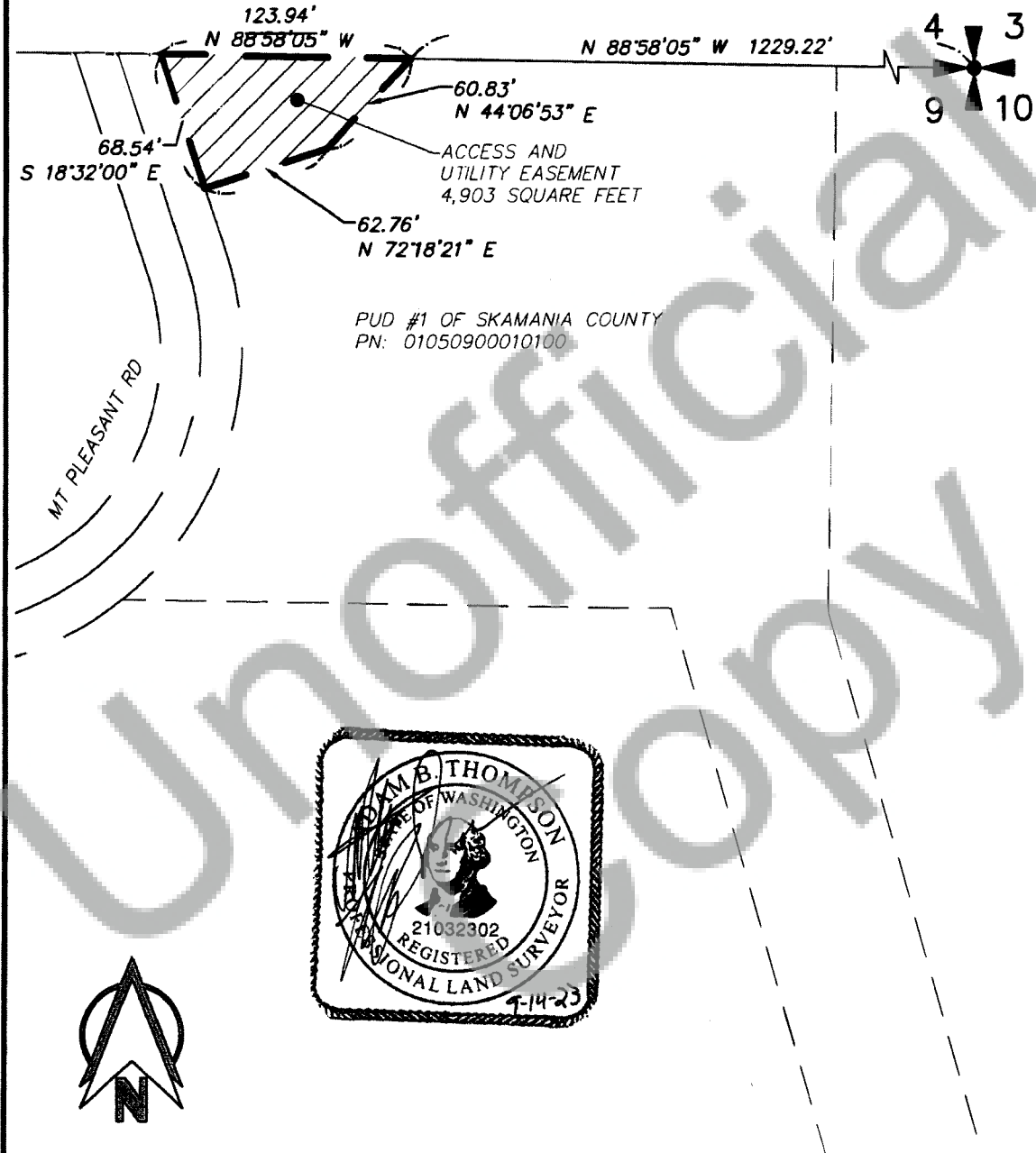


EXHIBIT 'B'



PLS ENGINEERING

Engineering - Surveying - Planning
604 W. Evergreen Blvd., Vancouver, WA 98660
PH: (360) 944-6519 Fax: (360) 944-6539

SHEET 1 OF 1
FOR AN ACCESS AND UTILITY EASEMENT
LOCATED IN THE NE 1/4, SECTION 9
T. 1 N., R. 5 E., W.M.
SKAMANIA COUNTY, WASHINGTON

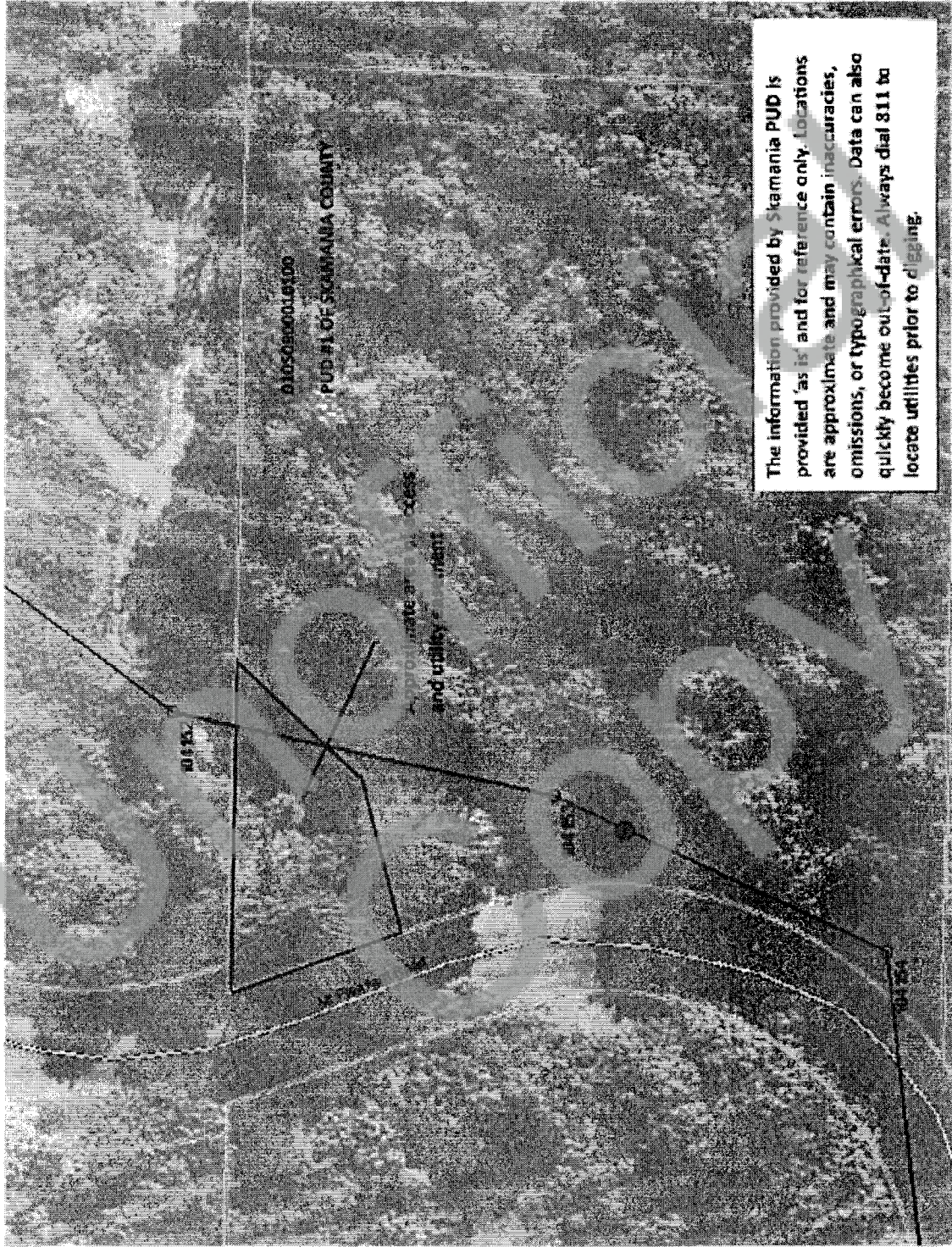
SCALE: NTS
JOB NO: 3712
DATE: 09-14-2023
DWG FILE: 3712L1.dwg
DRAWN BY: ABT

1. 姓名	2. 性别	3. 年龄	4. 职业
5. 住址	6. 电话	7. 邮编	8. 电子邮箱
9. 身份证号	10. 银行卡号	11. 驾驶证号	12. 行驶证号
13. 行驶证号	14. 行驶证号	15. 行驶证号	16. 行驶证号
17. 行驶证号	18. 行驶证号	19. 行驶证号	20. 行驶证号
21. 行驶证号	22. 行驶证号	23. 行驶证号	24. 行驶证号
25. 行驶证号	26. 行驶证号	27. 行驶证号	28. 行驶证号
29. 行驶证号	30. 行驶证号	31. 行驶证号	32. 行驶证号
33. 行驶证号	34. 行驶证号	35. 行驶证号	36. 行驶证号
37. 行驶证号	38. 行驶证号	39. 行驶证号	40. 行驶证号
41. 行驶证号	42. 行驶证号	43. 行驶证号	44. 行驶证号
45. 行驶证号	46. 行驶证号	47. 行驶证号	48. 行驶证号
49. 行驶证号	50. 行驶证号	51. 行驶证号	52. 行驶证号
53. 行驶证号	54. 行驶证号	55. 行驶证号	56. 行驶证号
57. 行驶证号	58. 行驶证号	59. 行驶证号	60. 行驶证号
61. 行驶证号	62. 行驶证号	63. 行驶证号	64. 行驶证号
65. 行驶证号	66. 行驶证号	67. 行驶证号	68. 行驶证号
69. 行驶证号	70. 行驶证号	71. 行驶证号	72. 行驶证号
73. 行驶证号	74. 行驶证号	75. 行驶证号	76. 行驶证号
77. 行驶证号	78. 行驶证号	79. 行驶证号	80. 行驶证号
81. 行驶证号	82. 行驶证号	83. 行驶证号	84. 行驶证号
85. 行驶证号	86. 行驶证号	87. 行驶证号	88. 行驶证号
89. 行驶证号	90. 行驶证号	91. 行驶证号	92. 行驶证号
93. 行驶证号	94. 行驶证号	95. 行驶证号	96. 行驶证号
97. 行驶证号	98. 行驶证号	99. 行驶证号	100. 行驶证号

[illegible][illegible]

Technology Differences:

- $\theta^0 = \theta^1 = \dots = \theta^T$
- $\theta^0 = \theta^1 = \dots = \theta^T$



The information provided by Skamania PUD is provided 'as is' and for reference only. Locations are approximate and may contain inaccuracies, omissions, or typographical errors. Data can also quickly become out-of-date. Always dial 811 to locate utilities prior to digging.