



AFTER RECORDING MAIL TO:

The Nature Conservancy
Attn: Legal
830 S Street
Sacramento, CA 95811

Skamania County
Real Estate Excise Tax

N/A
JUN 04 2024

PAID N/A
Skamania County Treasurer
M. Monaghan

ACCESS EASEMENT AGREEMENT

Grantor: Chilton, Inc., a Washington corporation

Grantee: The Nature Conservancy, a District of Columbia nonprofit Corporation

Abbreviated Legal Description: N1/2 NW1/4 Section 29, T7N, R5E WM

Assessor's Tax ID No.: 07052900020000 *LM 6/4/24*

THIS ACCESS EASEMENT AGREEMENT ("Agreement") is entered into as of this 11 day of March, 2024, by and between Chilton, Inc., a Washington corporation ("Grantor"), and The Nature Conservancy, a District of Columbia nonprofit corporation ("Grantee").

RECITALS

- A. Grantor is the owner of real property located in Skamania County, Washington, which is described more particularly in **EXHIBIT A** attached hereto ("Grantor's Property") and is the property burdened by the Access Easement.
- B. Grantee is the owner of certain real property nearby the Grantor's Property located in Skamania County, Washington, which is described more particularly in **EXHIBIT B** attached hereto ("TNC Property") and is the property benefited by the Access Easement.
- C. Grantee intends to grant, under authority of RCW 64.04.130, a conservation easement on the TNC Property to the State of Washington for purposes of identifying, protecting, preserving, and enhancing priority habitats and associated wildlife species on the TNC Property, including, without limitation, roosting and breeding habitat for the Townsend's big-eared bat (*Corynorhinus townsendii*), which is a keystone species listed as a Washington state candidate and federally endangered species ("Conservation Easement").
- D. Grantee desires access over and across a portion of the Grantor Property for purposes of accessing the TNC Property for the purposes of identifying, protecting, preserving, and

enhancing the conservation values on the TNC Property generally described above, which values are also intended to be protected through the Conservation Easement ("Conservation Purposes"). The Grantor desires to allow Grantee to use the Grantor's Property for those purposes under the conditions contained in this Agreement.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby conveys and grants to Grantee a permanent, nonexclusive Access Easement over and across the Grantor's Property for ingress and egress to the TNC Property by Grantee and its employees, agents, contractors, and invitees, in a location depicted for illustrative purposes on **EXHIBIT C**. The Access Easement granted herein is subject to all existing easements, encumbrances, rights, reservations, covenants, and restrictions of record.

1. **Purpose of Access Easement.** The purpose of the Access Easement is to provide Grantee, and its employees, agents, contractors, and invitees with vehicular and pedestrian access to the TNC Property following the route of an existing road or any subsequent relocation of such road, in order to implement the Conservation Purposes, including, without limitation, the following rights:
 - a. To identify, protect, monitor, and enhance the conservation values of the TNC Property in perpetuity;
 - b. To undertake habitat restoration or enhancement activities;
 - c. To conduct environmental education and research;
 - d. To plant, prune, mark, cut, and remove trees and other vegetation to prevent and abate disease and insect infestation, and otherwise protect the conservation values of the TNC Property;
 - e. To install new or maintain existing barriers (e.g., steel cages) over and around cave entrances for the purpose of excluding human access to bat habitat;
 - f. To mitigate or terminate violations of the Conservation Easement and enforce the terms and conditions of the Conservation Easement.
2. **No Public Access.** This Access Easement is not for use by the general public.
3. **Reserved Rights.** Grantor hereby reserves the right to use the Access Easement for any and all purposes and to grant similar rights to others, so long as such does not unreasonably interfere with Grantee's exercise of the rights granted herein.
4. **Repair and Maintenance.** The cost of road repair and maintenance shall be allocated based on respective use of said Access Easement whereby each user will contribute a pro rata share of the maintenance cost caused by their usage so that such maintenance will leave the road in as good a condition as existed at the time of commencement of said use. Unless the parties hereto agree in writing to share cost of improvements in advance of such improvements being made, such improvements shall be paid for solely by the improver.

5. **Indemnification.** Grantee assumes all risks in connection with use of the Access Easement and will indemnify and hold Grantor, its directors, officers, employees and agents, harmless against and from any and all claims, suits, damages, loss or expense, including attorneys' fees, for injury to or death of persons or damage to property, including property of Grantor, caused by or in any way arising out of Grantee's exercise of the rights granted herein.
6. **Notices.** All notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if delivered (i) personally or by Federal Express or other overnight delivery service of recognized standing or (ii) by deposit in the United States Mail, certified, registered, or express mail with postage prepaid. Each such notice shall be deemed given only if properly addressed to the party to whom such notice is to be given as follows:

To Grantor: Chilton, Inc., a Washington corporation
Attn: Craig Chilton
1760 Down River Dr.
Woodland, WA 98074

To Grantee: The Nature Conservancy
74 Wall Street
Seattle, WA 98121

Any party hereto may change its address for the purpose of receiving notices as herein provided by a written notice to the other party given in the manner set forth above.

7. **Governing Law.** This Agreement shall in all respects be governed by the laws of the State of Washington.
8. **Modification or Amendment; Entire Agreement.** No amendment, change or modification of this Agreement shall be valid, unless in writing and signed by both of the parties hereto. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior agreements, understandings or representation with respect to its subject matter.
9. **Binding Effect.** This Access Easement shall run with the land and be binding upon and benefit the parties and their respective grantees, successors, and assigns. Grantee shall be permitted to assign and convey the Access Easement to the State of Washington in connection with Grantee's conveyance of a conservation easement on the TNC Property as described in the recitals to this Agreement. It is the intention of the parties that the rights granted under this Access Easement shall not be extinguished or terminate solely by reason of existing or future common ownership of the real property described in this Agreement.

10. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same document.

[REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES TO FOLLOW]

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date above first written.

GRANTOR:

Chilton, Inc., a Washington corporation

By: [Signature]

Name: Craig Chilton

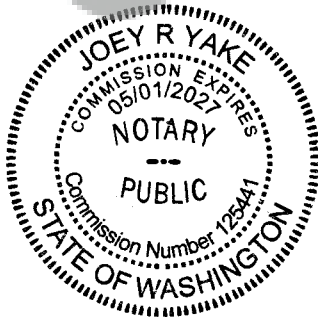
Title: Pres

STATE OF WA

COUNTY OF Colville

On this day of 3/11, 2024, before me personally appeared Craig W. Chilton to me known to be the Pres. of Chilton Inc. that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that s/he was authorized to executed said instrument and that the seal affixed is the corporate seal of said corporation.


In witness whereof, I have hereunder set my hand and affixed my official seal the day and year first above written.



[Signature]
Print Name: Joey R Yake
NOTARY PUBLIC in and for the State of
Washington, residing at
WOODLAND WA
My appointment expires 5/1/27

GRANTEE:

The Nature Conservancy, a District of
Columbia nonprofit corporation

By: 

Name: James Schroeder

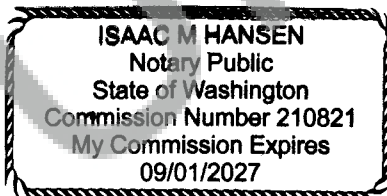
Title: Director of Conservation

STATE OF Washington

COUNTY OF King

On this day of April 16th, 2024, before me personally appeared
James Schroeder to me known to be the
Director of Conservation of The Nature Conservancy that executed the
within and foregoing instrument and acknowledged said instrument to be the free and voluntary
act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated
that s/he was authorized to executed said instrument and that the seal affixed is the corporate seal
of said corporation.

In witness whereof, I have hereunder set my hand and affixed my official seal the day
and year first above written.





Print Name: Isaac Hansen
NOTARY PUBLIC in and for the State of
Washington, residing at
Seattle, WA
My appointment expires 9/1/2027

EXHIBIT A
GRANTOR'S PROPERTY LEGAL DESCRIPTION

All that certain real property, situated in the County of Skamania, State of Washington, more particularly described as follows:

THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 7 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON

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EXHIBIT B
TNC PROPERTY LEGAL DESCRIPTION

All that certain real property, situated in the County of Skamania, State of Washington, more particularly described as follows:

That portion of the South half of the Northeast quarter and that portion of the Southeast quarter of the Northwest quarter, all in Section 30, Township 7 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, lying South of the North line of that certain right of way granted to Pacific Power and Light Company by instrument recorded in Book 48, Page 503.

EXCEPT BEGINNING at the Northeast corner of Section 30, Township 7 North, Range 5 East of the Willamette Meridian, Skamania County, Washington; thence South 01° 10' 00" West along the East line of said Section 30, a distance of 1965.54 feet to the TRUE POINT OF BEGINNING of this description; thence South 64° 23' 34" West, a distance of 1473.17 feet to the Southwest corner of the Southeast quarter of the Northeast quarter of said Section 30; thence South 89° 09' 08" East, along the South line of said Southeast quarter of the Northeast quarter a distance of 1315.25 feet, to the East quarter corner of said Section 30, thence North 01° 10' 00" East, along said East line of Section 30, a distance of 656.30 feet to the True Point of Beginning of this description.

As shown in the certain Survey recorded in Book 3 of Surveys, page 314 records of Skamania County, Washington.

EXHIBIT C
ACCESS EASEMENT AREA

[The depiction of the Access Easement underlies this Exhibit C cover page]

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