



Skamania Co.

Real Estate Excise Tax

N/A

DEC 10 2024

After recording return to:  
PacifiCorp  
825 NE Multnomah Street, Suite 1700  
Portland, OR 97232

PAID

N/A

Document: Access Easement

Grantor: PacifiCorp, an Oregon corporation

Grantees are the owners the cabin sites described in the Legal Description:

#### Legal Descriptions:

Gov. Lot 2 & 3, Sec. 02-3-10 EWM

CABIN SITE #16 NORTHWESTERN LAKE (an infrastructure lot) Parcel 3100200141600

CABIN SITE #17 NORTHWESTERN LAKE Parcel 3100200141700

CABIN SITE #18 NORTHWESTERN LAKE Parcel 3100200141800

CABIN SITE #19 NORTHWESTERN LAKE Parcel 3100200141900

CABIN SITE #20 NORTHWESTERN LAKE Parcel 3100200142000

CABIN SITE #21 NORTHWESTERN LAKE Parcel 3100200142100

~~CABIN SITE #22 NORTHWESTERN LAKE Parcel 3100200142200~~

Parcel No.: Part of 03100200010200 and those parcels described above.

## ACCESS EASEMENT AGREEMENT

This Access Easement Agreement ("Agreement") is entered into by and between PacifiCorp, an Oregon corporation ("Grantor") and the owners of Cabin Site #16 Northwestern Lake, Cabin Site #17 Northwestern Lake, Cabin Site #18 Northwestern Lake, Cabin Site #19 Northwestern Lake, Cabin Site #20 Northwestern Lake, and Cabin Site #21 Northwestern Lake, (each, a "Grantee" and collectively, the "Grantees"), individually a "Party" and collectively the "Parties".

### Recitals

Grantor owns fee title to the parcel of land described in **Exhibit A** (the "Grantor Property").  
Grantee owns fee title to the parcels of land described in **Exhibit B** (the "Grantees' Property").  
Grantees need perpetual access across the Grantor Property for access to the Grantees' Property.

### Agreement

In consideration of the mutual benefits derived by the Parties, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantees agree as follows:

1 **Grant of Easement.** Grantor hereby grants to Grantees, for the benefit of the Grantees' Property, a perpetual, nonexclusive, appurtenant easement (the "Easement") over and across an existing 14 foot wide road, including entire roadway prism (e.g. road surface, ditching, culverts, drainage structures, etc.) commonly known as Condit Road, situated on the Grantor Property. Said road is generally depicted in **Exhibit C** (the "Easement Area"). This grant of Easement is made subject to all exceptions to title or of record in the Official Records of Skamania County, Washington.

2. **Effective Date.** This Easement becomes effective as of the conveyance of the Grantor Property **Easement Use.** The Easement Area will be used solely for vehicular and pedestrian access to and from the Grantees' Property. Use of the Easement Area will be restricted to Grantee, and its successors in ownership of the Grantee Property. Grantees' invitees may access the Easement Area on behalf of the Grantees, so long as said invitees comply with the terms and conditions of this Easement.

3. **Reserved Rights.** Grantor reserves the right to use the Easement Area for all lawful purposes, together with the right to grant to third parties any such reserved rights, as long as such uses do not unreasonably interfere with Grantees' authorized use of the Easement Area.

4. **Nature of Easement.** The Easement granted herein is appurtenant to, and for the benefit of, the Grantee Property, burdens the Grantor Property, and shall run with the land. Any conveyance of fee title to the Grantee Property will include a conveyance of this appurtenant Easement, whether or not the Easement is specifically identified in the conveyance instrument.

5. **No Dedication.** Nothing contained herein will be deemed to be a gift or dedication of any portion of the Easement Area to the general public, for the general public, or for any public use or purpose whatsoever.

6. **No Merger.** Notwithstanding any future transfer or conveyance of title to the dominant and servient estates, the easement granted herein shall not merge with the fee title of either estate, and shall remain in full force and effect as a separate and distinct interest in the Grantor Property, regardless of common ownership.

7. **Indemnity.** EACH GRANTEE WILL INDEMNIFY AND HOLD GRANTOR HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, CAUSES OF ACTION, COSTS, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY FEES), WHICH MAY BE ASSERTED AGAINST OR INCURRED BY GRANTOR AS A RESULT OF ANY ACT OR OMISSION OF THE SAID GRANTEE RELATED TO THE EASEMENT AREA.

7. **Successors.** This Easement will be binding on, and inure to the benefit of Grantor and Grantees, and their respective heirs, successors, and assigns.

8. **Relocation.** The owner of the Grantor Property will have the right to relocate the Easement Area to another course over and across the Grantor Property from time to time, provided that: (i) Grantor provides Grantee with reasonable advance written notice of Grantor's intent to exercise the relocation option; (ii) Grantor pays all expenses associated with the relocation including, but not limited to, physical construction costs and documentation and recording of the Easement amendment, if needed, to effect such relocation; (iii) the relocated Easement Area provides comparable access to the Grantee Property; and (iv) the Users are provided reasonable options for accessing the Grantee Property during the period of time that the Easement Area is being relocated.

9. **Amendment.** This Agreement may only be amended by written instrument executed by the Parties.

10. **Notices.** Any notice required or permitted by this Easement must be in writing and given by delivering the same in person to the recipient or by sending the same by registered or

certified mail, return receipt requested, with postage prepaid, to the address of the Grantor or Grantee as the same are available in the public records of Klickitat County, Washington.

11. **Recording.** Grantee shall record this Easement in the Official Records of Klickitat County, Washington.

12. **Governing Law; Venue.** This Easement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to the conflicts of law principles of such state.

13. **Entire Agreement; Construction.** This Easement sets forth the entire and complete agreement between the Parties with respect to the subject matter hereof. Any prior agreements, commitments, or representations, express or implied, between the Parties are superseded by this Easement.

14. The following is only applicable so long as PacifiCorp owns the Grantor Property:

**TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE, OR TO REQUEST THE CONSOLIDATION OF, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.**

Upon conveyance of the Grantor Property, the foregoing jury waiver language is automatically terminated without further notice required to any Party.

Executed to be effective as of the 5<sup>th</sup> day of December, 2024.

GRANTOR

PacifiCorp an Oregon corporation

Adams

By: Deanna Adams

Title: Director of Real Estate Transactions

GRANTEES

PacifiCorp, an Oregon corporation,

owner of Cabin Site #16 Northwestern Lake, Cabin  
Site #17 Northwestern Lake, Cabin Site #18  
Northwestern Lake, Cabin Site #19 Northwestern  
Lake, Cabin Site #20 Northwestern Lake, and  
Cabin Site #21 Northwestern Lake,

Adams

By: Deanna Adams

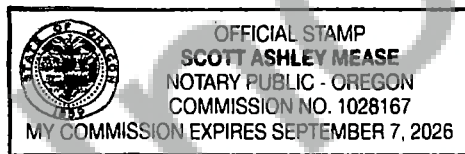
Title: Director of Real Estate Transactions

STATE OF OREGON )

) ss.

County of Multnomah )

This instrument was acknowledged before me this 5<sup>th</sup> day of December, 2024, by Deanna Adams, as Director of Real Estate Transactions on behalf of PacifiCorp, an Oregon corporation.



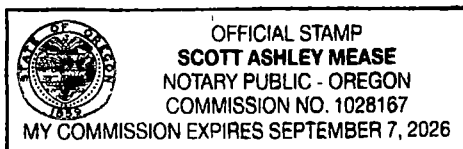
/s/ [Signature]  
Notary Public for the State of Oregon  
My commission expires: 9/7/26

STATE OF OREGON )

) ss.

County of Multnomah )

This instrument was acknowledged before me this 5th day of December, 2024, by Deanna Adams, as Director of Real Estate Transactions on behalf of PacifiCorp, an Oregon corporation.



/s/ [Signature]  
Notary Public for the State of Oregon  
My commission expires: 9/7/26

**Exhibit A**  
**Grantor Property**

A parcel of land located in Government Lots 2 and 3 of Section 2 in Township 3 North, Range 10 East of the Willamette Meridian in Skamania County, Washington more particularly described as follows:

COMMENCING at the North quarter corner of said Section 2;

THENCE S00°01'27"E along the easterly boundary of said Government Lot 3 a distance of 1302.10 feet to the southeast corner thereof, and the TRUE POINT OF BEGINNING;

THENCE N25°16'27"W 432.56 feet;

THENCE N51°20'30"E 63.44 feet;

THENCE N34°26'06"W 122.14 feet to the southerly right-of-way of Lakeview Road;

THENCE N65°13'38"E along said southerly right-of-way 175.34 feet to a 105.39 foot radius curve to the left;

THENCE northeasterly along said curve 60.20 feet through a central angle of 32°43'49" to the easterly boundary of said Government Lot 3;

THENCE departing said southerly right-of-way, N00°01'27"W along said easterly boundary 0.36 feet to a point which bears S00°01'27"E 657.68 feet from the north quarter corner of said Section 2;

THENCE N86°40'51"E 176.27 feet;

THENCE N64°29'05"E 90.74 feet to the northerly right-of-way line of Nester Peak Rd., formerly known as Breedlove Rd., as described in that Waiver of Claim for Damages and Consent to Locate Road recorded in Book X of Deeds, at Page 630 on October 1, 1934;

THENCE S51°05'22"E along said northerly right-of-way line 266.93 feet to the center line of the White Salmon River;

THENCE S29°00'10"W along said center line 164.90 feet;

THENCE S39°10'28"W 196.25 feet;

THENCE S37°45'41"W 190.44 feet;

THENCE S46°03'30"W 116.11 feet to the southerly boundary line of said Government Lot 2;

THENCE departing said center line N88°39'23"W along said southerly boundary line 61.17 feet to the TRUE POINT OF BEGINNING.

This description contains 6.20 acres, more or less.



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**Exhibit B**

**Grantees' Property**

A portion of the N½ of Section 2, Township 3 North, Range 10 East, W.M., Skamania County Washington and also being:

CABIN SITE #16 NORTHWESTERN LAKE Parcel 3100200141600

CABIN SITE #19 NORTHWESTERN LAKE Parcel 3100200141900

CABIN SITE #20 NORTHWESTERN LAKE Parcel 3100200142000

CABIN SITE #21 NORTHWESTERN LAKE Parcel 3100200142100

All per that certain Boundary Line Adjustment Deed, Recorded September 11, 2024, as Document 2024-001301 in the records of Skamania County Washington.

**AND**

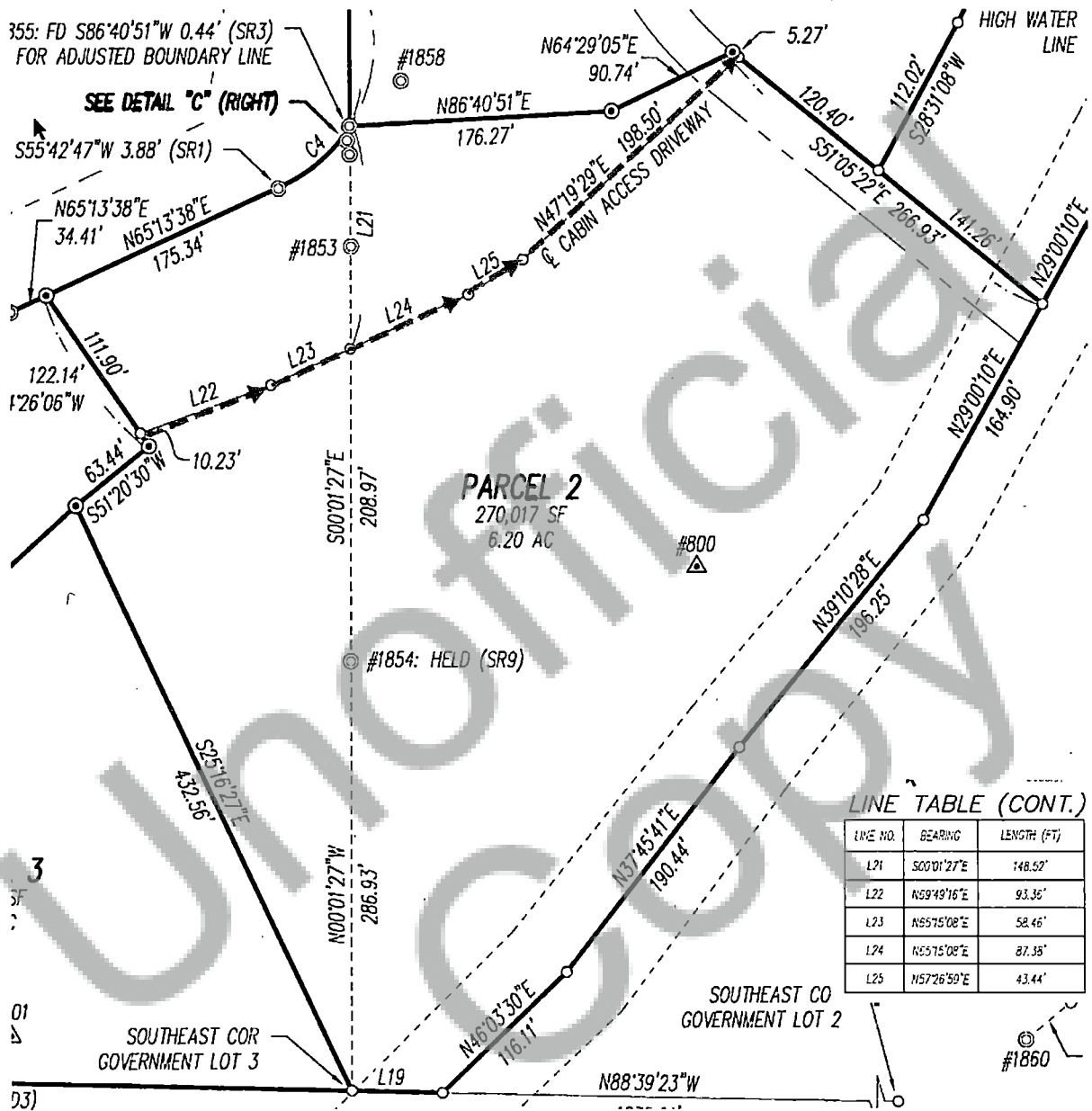
CABIN SITE #17 NORTHWESTERN LAKE Parcel 3100200141700

CABIN SITE #18 NORTHWESTERN LAKE Parcel 3100200141800

All per that certain Boundary Line Adjustment Deed, Recorded September 11, 2024, as Document 2024-001300 in the records of Skamania County Washington.

# Exhibit C

## Depiction of Condit Road



Although depicted above by survey, Condit Drive may have shifted since said survey date. In the event of any ambiguity or discrepancy regarding the Easement Area, the Parties agree to work together in good faith to resolve any such issues and reach a mutually acceptable determination of the Easement Area's exact location and boundaries.