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Skamania Cor

Real Estate Excise Tax

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

N/A
DEC 10 2024

PAID

N/A

Document: Access Easement

Grantor: PacifiCorp, an Oregon corporation

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

Skamania County Treasurer
M. Monaghan

Legal Description: Conservation Tract 2 and

CABIN SITE #36 NORTHWESTERN LAKE Parcel 03100200143600

CABIN SITE #36B NORTHWESTERN LAKE Parcel 03100200146600

CABIN SITE #37 NORTHWESTERN LAKE Parcel 03100200143700

CABIN SITE #38 NORTHWESTERN LAKE Parcel 03100200143800

CABIN SITE #39 NORTHWESTERN LAKE Parcel 03100200143900

CABIN SITE #40 NORTHWESTERN LAKE Parcel 03100200144000

CABIN SITE #41 NORTHWESTERN LAKE Parcel 03100200144100

CABIN SITE #42 NORTHWESTERN LAKE Parcel 03100200144200

CABIN SITE #43 NORTHWESTERN LAKE Parcel 03100200144300

CABIN SITE #44 NORTHWESTERN LAKE Parcel 03100200144400

CABIN SITE #45 NORTHWESTERN LAKE Parcel 03100200144500

LOT 46, Parcel #03100200148400

Parcel No.: Part of 03100300030000 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 #36 Northwestern Lake, Cabin Site #36B Northwestern Lake, Cabin Site #37 Northwestern Lake, Cabin Site #38 Northwestern Lake, Cabin Site #39 Northwestern Lake, Cabin Site #40 Northwestern Lake, Cabin Site #41 Northwestern Lake, Cabin Site #42 Northwestern Lake, Cabin Site #43 Northwestern Lake, Cabin Site #44 Northwestern Lake, Cabin Site #45 Northwestern Lake, Lot 46 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 Private Lake 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 5th 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 #36 Northwestern Lake, Cabin Site
#36B Northwestern Lake, Cabin Site #37 Northwestern
Lake, Cabin Site #38 Northwestern Lake, Cabin Site #39
Northwestern Lake, Cabin Site #40 Northwestern Lake,
Cabin Site #41 Northwestern Lake, Cabin Site #42
Northwestern Lake, Cabin Site #43 Northwestern Lake,
Cabin Site #44 Northwestern Lake, Cabin Site #45
Northwestern Lake, Lot 46 Northwestern Lake

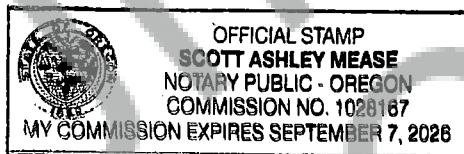
Adams
By: Deanna Adams
Title: Director of Real Estate Transactions

STATE OF OREGON)

) ss.

County of Multnomah)

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



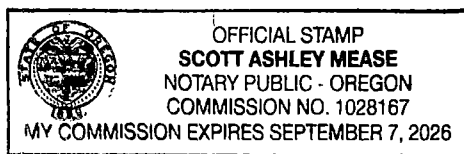
[Signature]
Notary Public for the State of Oregon
My commission expires: 9/7/26

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.



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

Exhibit A

Grantor Property

A portion of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 3, Township 3 North, Range 10 East, W.M., Skamania County Washington, also being a portion of Tract 2 recorded in that certain Boundary Line Adjustment Deed, Recorded September 11, 2024 as Document 2024-001303 in the records of Skamania County Washington.

Unofficial
Copy

Exhibit B

Grantees' Property

A portion of the NW ¼ of the SE ¼ and the NE ¼ of the SE ¼ of Section 3, Township 3 North, Range 10 East, W.M., Skamania County Washington and also being:

CABIN SITE #36B NORTHWESTERN LAKE Parcel 03100200146600, per that certain Boundary Line Adjustment Deed, Recorded September 11, 2024 as Document 2024-001297 in the records of Skamania County Washington.

CABIN SITE #36 NORTHWESTERN LAKE Parcel 03100200143600, per that certain Boundary Line Adjustment Deed, Recorded September 11, 2024 as Document 2024-001297 in the records of Skamania County Washington.

And

CABIN SITE #37 NORTHWESTERN LAKE Parcel 03100200143700

CABIN SITE #38 NORTHWESTERN LAKE Parcel 03100200143800

CABIN SITE #39 NORTHWESTERN LAKE Parcel 03100200143900

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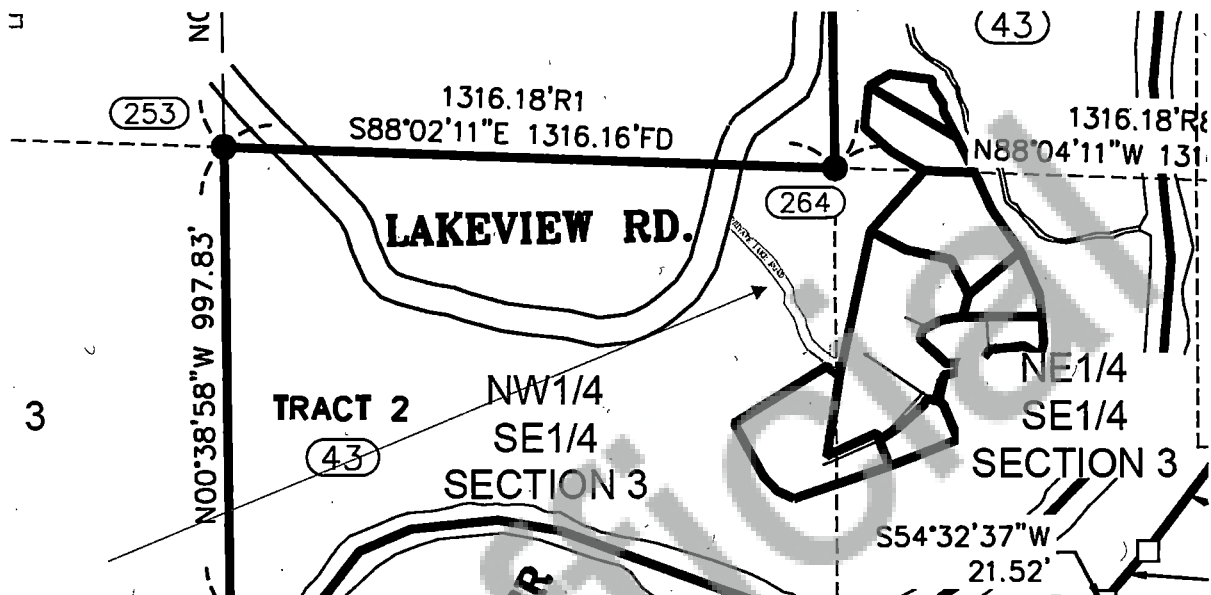
CABIN SITE #45 NORTHWESTERN LAKE Parcel 03100200144500

All per that certain Boundary Line Adjustment Deed, Recorded September 11, 2024 as Document 2024-001304 in the records of Skamania County Washington.

LOT 46, Parcel #03100200148400, per that certain Boundary Line Adjustment Deed, Recorded September 11, 2024 as Document 2024-001302 in the records of Skamania County Washington.

Exhibit C

Depiction of Private Lake Road



The above-described Easement Area has not been surveyed and Easement Area described in herein is approximate. Grantor and Grantees acknowledge that the precise location, boundaries, and dimensions of the Easement Area may not be fully delineated. 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.