



WHEN RECORDED RETURN TO:

STEVEN RAUNER
5035 NE 13TH AVE
PORTLAND, OR 97211

Skamania County
Real Estate Excise Tax
N/A
DEC 17 2024

PAID N/A
Skamania County Treasurer
KSA, Deputy

Please print or type information Washington State Recorder's Cover Sheet (RCW 65.04)

DOCUMENT TITLE(S) (or transaction contained therein) (all areas applicable to your document must be filled in)

SHARED DRIVEWAY MAINTENANCE AGREEMENT AND DESCRIPTION
REFERENCE NUMBER(S) of Documents assigned or released:

[] Additional numbers on page ____ of document.

GRANTOR(S):

1. CAROLINA PHISTER/ERIK LARSON 2. STEVEN RAUNER/STEPHANIE PARKISH
3. MERVAT ELIAS 4. MERVAT ELIAS
ELIAS SR
SAMMER

[] Additional names on page ____ of document.

GRANTEE(S):

1. CAROLINA PHISTER/ERIK LARSON 2. STEVEN RAUNER/STEPHANIE PARKISH
3. MERVAT ELIAS 4. ELIAS
SAMMER

[] Additional names on page ____ of document.

LEGAL DESCRIPTION (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter):

DRIVEWAY MAINTENANCE AGREEMENT AND LANDOWNER
DEFINITION AND CONSENT DEFINING ROAD.

[] Complete legal on page ____ of document.

Assessor's Property Tax Parcel #

SR 4310020044600, 43100200442400, 43100200446400, 43100200442700
G.S.

[] Additional parcel numbers on page ____ of document.

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

"I am signing below and paying an additional \$50.00 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Mr. Rauner Signature of Requesting Party

Note to Submitter: Do NOT sign above nor pay additional \$50 fee if the document meets margin/formatting requirements.

Skamania County
Real Estate Excise Tax

N/A

DEC 17 2024

Shared Driveway Maintenance Agreement

Effective Date: 10.15.24

Parties:

PAID N/A
Skamania County Treasurer
KSA Deputy

Party A: Carolina Phister and Erik Larson. Owners of Parcel A, Historically known as Cabin Site #24, legally described as Skamania Parcel #03100200142400. AKA ~~43100200142400~~ ^{3/2} 43100200142400

Party B: Stephanie Parrish and Steven Rauner. Owners of Parcel B at time of signature, Historically known as Cabin Site #26, legally described as Skamania Parcel #03100200146400. AKA 43100200146400

Party C: Mervat Elias. Owner of Parcel C, Historically known as Cabin Site #27, legally described as Skamania Parcel #03100200142700. AKA 43100200142700.

1. Property Affected

The Parties own parcels of land that are serviced by a shared driveway or private road as described in Attachment A [legal description of the shared driveway].

2. Driveway Description

The shared driveway or private road is established by express easement and detailed in Attachment A.

3. Purpose

This Agreement governs the maintenance, improvement, and repair of the shared driveway or private road to ensure its continued use and benefit.

4. Cost Sharing and Maintenance Standards

Common Sections

Costs for maintenance, improvement, and repairs, including snow and ice removal, are divided according to each Party's proportional use of the driveway or road. The user furthest away utilizes the most of it, while the user closest uses the least of it. The share is split proportionately.

Exclusive Sections

Costs associated with sections of the driveway or road exclusively used by a single party are the sole responsibility of that party.

Maintenance Standards

The driveway or road shall be maintained in a safe condition, allowing free and reasonable passage. Periodic maintenance shall be scheduled by a qualified engineer.

5. Proportionate Payment of Expenses

Parties, their successors, and assigns shall bear the expenses of reasonable maintenance and repair of the driveway or road proportionately to the percentage of the road they regularly use. This includes costs associated with sections they exclusively use. The formula applies up to the last point of sharing the driveway or road; the final stretch is the responsibility of the final owner, and any stubs off the road are the responsibility of that property owner.

6. Funds and Financial Administration

Responsibilities

A "Responsible Owner" and an assistant, rotated annually, are designated to administer the funds. They are responsible for collecting and disbursing funds, maintaining bank accounts, and contracting services for maintenance.

Collection

The Responsible Owner has the authority to collect funds and is responsible for contracting purposes to fulfill this covenant.

Expenditures

The Responsible Owner is authorized to engage licensed professionals for maintenance and repairs.

Maintenance and Repair Account

The owners of a majority of the lots/parcels may authorize the creation of a maintenance and repair account in a bank. Monies deposited shall be expended only for maintenance and repair, with the number of signatures required for withdrawals specified at the time the account is authorized.

7. Right to Lien for Nonpayment

If a Party fails to pay their assessed share, the other Parties may place a lien against the nonpaying party's property for recovery of the owed amount.

8. Changes and Review

The charges and terms of this Agreement may be reviewed and changed annually with the affirmative vote of 60% of the property owners.

9. Binding Agreement

This Agreement is intended to run with the land and shall be binding upon and inure to the benefit of the Parties, their heirs, successors, and assigns.

10. Legal Provisions

Dispute Resolution

Disputes are to be resolved first through mediation with Six Rivers Dispute Resolution Center at 601 Cascade Ave, Hood River, OR 97031.

Governing Law

Governed by the laws of the State of Washington.

Attorney Fees

The prevailing party in any legal action shall recover the funds advanced, interest at the current prime rate, and all costs and disbursements, including reasonable attorney fees.

11. Notarization and Acknowledgment

This document shall be acknowledged before a Notary Public in the State of Washington, ensuring it is a free and voluntary act.

12. Addendum: Transfer of Ownership

Upon any transfer of ownership, the new owner shall be bound by the terms of this Agreement, which shall be disclosed to the new owner prior to the completion of the transfer.

Signatures

DocuSigned by:

Erik Larson

10/29/2024

62FB4609BE9B4EA...

Signature

Date

On behalf of Party A: Carolina Phister and Erik Larson

DocuSigned by:

Steve Rauner

10/22/2024

2C5BD12824C74B9...

Signature

Date

On behalf of Party B: Stephanie Parrish and Steven Rauner

DocuSigned by:

Mervat Elias

10/24/2024

625F0278ACE24CD...

Signature

Date

On behalf of Party C: Mervat Elias

STATE OF WASHINGTON
COUNTY OF SKAMANIA

Acknowledgment by New Owner

I, [New Owner's Typed Name], acknowledge that I have received, read, and understood the Shared Driveway Maintenance Agreement associated with [Parcel A / Parcel B / Parcel C]. I agree to abide by all the terms and conditions stated therein.

Dated: _____

Signed: _____

Notarization

Subscribed and sworn before me this ____ day of _____, 20XX.

By: _____

Notary's Signature

My Appointment Expires: _____

Unofficial
Copy

Attachment A

Payment Allocation Formula and Example

Formula for Payment Allocation Based on Road Use

The total costs for maintenance, improvement, and repair of the shared driveway or road will be divided by the percentage of the road that is regularly used by each party. The formula applies up to the last point of sharing the driveway or road; the final section that serves only one property is the responsibility of that property owner, and any stubs off the road are the responsibility of that property owner.

Example

- **Total Maintenance Cost:** \$100
- **Total Shared Driveway Length:** 360 feet (170 feet + 190 feet)

Section Breakdown

First 170 Feet

- **Users:** Party C, Party B, Party A
- **Total Cost for This Section:** $170 \div 360 \times 100 = 47.22$
 $47.22 \div 3 = 15.74$
- **Cost per Party:** $47.22 \div 3 = 15.74$

Next 190 Feet

- **Users:** Party B, Party A
- **Total Cost for This Section:** $190 \div 360 \times 100 = 52.78$
 $52.78 \div 2 = 26.39$
- **Cost per Party:** $52.78 \div 2 = 26.39$

Total Costs per Party

- **Party C:**
 - Uses the first 170 feet only.
 - Total Cost: \$15.74
- **Party B:**
 - Uses the full 360 feet.
 - Cost for the first 170 feet: \$15.74
 - Cost for the next 190 feet: \$26.39
 - Total Cost: \$42.13
- **Party A:**

Attachment A

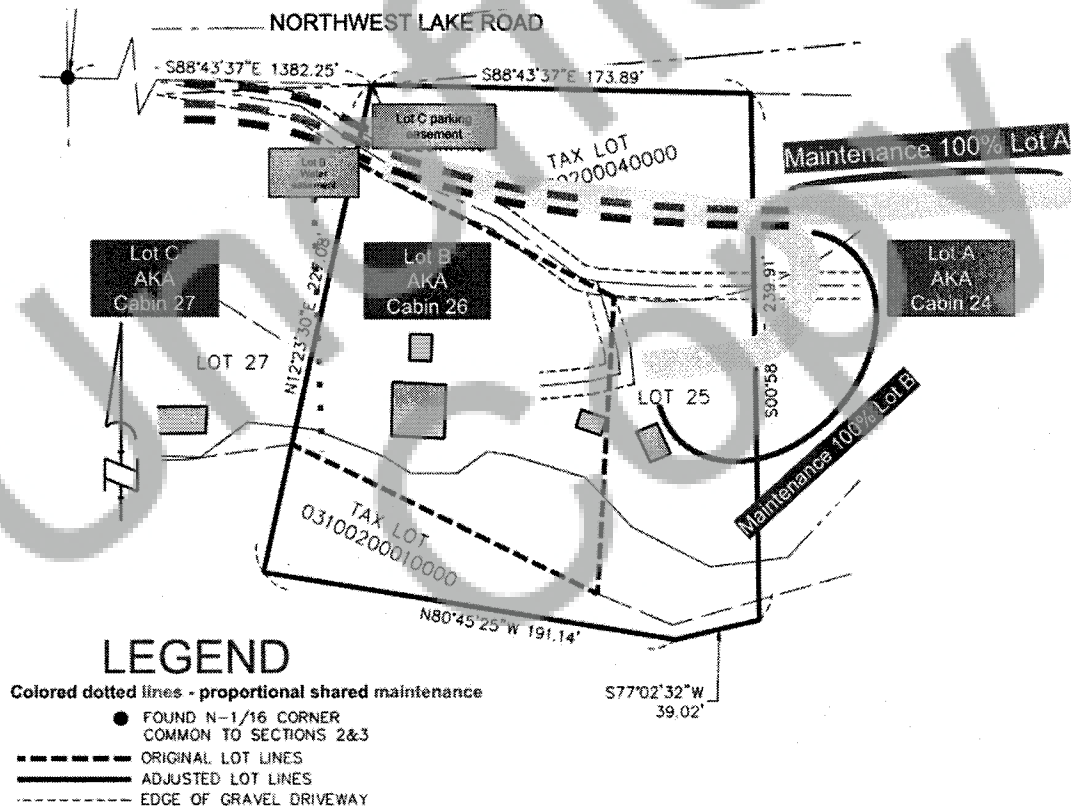
- Uses the full 360 feet.
- Cost for the first 170 feet: \$15.74
- Cost for the next 190 feet: \$26.39
- Total Cost: \$42.13

The final allocation of shared costs is as follows:

- **Party C: \$15.74**
- **Party B: \$42.13**
- **Party A: \$42.13**

As before, any additional costs for sections of the driveway that serve only a specific property are the sole responsibility of that property owner.

Illustration



**NON-EXCLUSIVE TEMPORARY USE PERMIT
ADDENDUM 82**

This NON-EXCLUSIVE TEMPORARY USE PERMIT ("Permit"), including all attached Exhibits, is entered into by and between PACIFICORP, an Oregon corporation ("PacifiCorp") and GROSS ENTERPRISES, INC., a Washington corporation ("Permittee"), each a "Party" and together the "Parties".

RECITALS

A. PacifiCorp owns that certain real property known as Skamania County, Washington tax lot 03100200040000, located in Township 3 North, Range 10 East, Section 2, WM as approximately indicated on **Exhibit A** ("Property").

B. Permittee has been contracted by the owners of Condit Cabin 24 and Condit Cabin 26 (the "Cabins") to improve the access driveway shared by the Cabins and has requested PacifiCorp's consent to perform such improvement work on the Property.

C. PacifiCorp grants Permittee permission to use the Premises (as defined below), subject to the terms and conditions contained in this Permit.

TERMS AND CONDITIONS OF AGREEMENT

NOW THEREFORE, PacifiCorp and Permittee agree as follows:

1. Driveway and Premises. The Premises consists of the shared driveway that serves the Cabins ("Driveway"), plus such reasonable space around the Driveway as is required to do the work. The Driveway is approximately indicated on **Exhibit A**.

2. Term. This Permit commences on the date of mutual execution and delivery of this Permit and terminates on the earlier of (i) the date Permittee notifies PacifiCorp its work on the Driveway is complete, or (ii) the date the owners of the Cabins become owners of the land under the Cabins, or (iii) December 31, 2024.

3. Purpose and Use; Property Boundaries; Condition of Premises.

3.1 Purpose and Use. Permittee's use of the Property is solely to conduct work on the Driveway including (i) brush clearing, (ii) widening the Driveway to approximately 18', (iii) lengthening of the Driveway to appropriately accommodate each cabin site it serves, (iv) grading, (v) laying down rock, and (vi) compacting, together with ingress and egress over the Property as necessary to conduct such work on the Driveway (the "Use").

This Permit is non-exclusive and in no way authorizes Permittee to access or use any of PacifiCorp lands not specifically referenced herein. Permittee will only use vehicles and machinery upon the Premises customary to conduct its Use.

3.2 Property Boundaries. PacifiCorp makes no representations as to ownership or boundary line locations. Permittee is solely responsible for being aware of property boundaries.

3.3 Condition of Premises. PacifiCorp makes no representation or warranty as to the condition of the Premises. Permittee accepts the Premises AS-IS/WHERE-IS and with all faults. Permittee must repair, at its sole cost and expense, any damage it causes to the Property during its Use. In the event Permittee fails to make such repairs in a reasonably satisfactory manner to PacifiCorp, PacifiCorp may make such repairs and bill Permittee for the actual costs of the repairs. Permittee's obligation to reimburse such costs will survive expiration or termination of this Permit. Permittee's Use is at Permittee's sole risk and PacifiCorp is not liable for personal injury or damage to Permittee's or any other party's property or equipment resulting from Permittee's Use of the Premises. PacifiCorp is not liable for any costs associated with Permittee's Use. PacifiCorp does not represent that the work Permittee will do as specified in this Permit is adequate to create a suitable access to the cabin sites or nor does it represent that the ground around the Driveway will remain undisturbed and stable during or after Permittee's work. Permittee is solely responsible for any deficiencies in its work conducted hereunder or any costs associated with remediating any damages to the Property resulting directly or indirectly from Permittee's Use.

3.4 Spill Protocol: If Permittee witnesses or experiences a petroleum or other harmful or hazardous material spill on the land or in water while using or working on the Property, Permittee shall immediately:

- a. Shut off the source of the spill.
- b. Contain the area of the spill.
- c. Prevent the spill from entering any waterway or drainage system.
- d. Immediately report any spill of oil, fuel or other hazardous materials to (i) PacifiCorp's Property Management Department at 503-813-5700, and (ii) PacifiCorp's Spill Hotline at 1-800-947-7455. PacifiCorp may direct subsequent reporting to state or federal agencies, or other jurisdictional entities at its sole discretion.
- e. Provide as much information as possible as to the nature of the incident so that the appropriate action can take place, including but not limited to location, source, type of spill, amount of spill, surfaces involved (i.e. soil or water) and access.

3.5 Inadvertent Discovery of Cultural or Historical Items: If Permittee uncovers or discovers any cultural or historical items during the course of Permittee's Use described herein, Permittee will stop all work and notify PacifiCorp Property Management at 503-813-5700 immediately. Permittee will not re-start its work under the terms of this Permit after such a notification is made until it receives PacifiCorp's written authorization to do so.

4. Compliance with Laws. Permittee must comply with all federal, state and county laws, ordinances or regulations relating to Permittee's Use, including but not limited to sanitary and environmental laws, ordinances, rules and orders of appropriate governmental authorities.

5. Safety and Health/Accident and Damage Prevention. Permittee is solely responsible for being aware of and initiating, maintaining and supervising compliance with all safety laws, regulations, precautions, and programs in connection with Permittee's Use, including any safety precautions or programs implemented by PacifiCorp. Permittee will conduct its Use of the Premises to avoid the risk of bodily harm to persons or risk of damage to any property.

6. PacifiCorp Reserved Rights and Access. Notwithstanding any other provision in this Permit, this Permit is subject to PacifiCorp's rights to access the Property or Premises at any time for any purpose. Permittee's use of the Premises must not interfere with use by PacifiCorp, PacifiCorp's employees, agents, representatives or other permittees.

7. Indemnification. Permittee expressly assumes all risk in connection with its use of the Premises. Permittee will indemnify, protect, and hold harmless PacifiCorp and its directors, officers, representatives, employees and agents (collectively "PacifiCorp Indemnified Parties") against and from any and all claims, demands, suits, losses, costs and damages of every kind and description, including attorneys' fees and/or litigation expenses, brought or made against or incurred by the PacifiCorp Indemnified Parties resulting from, arising out of, or in any way connected with any act, omission, fault or negligence of Permittee, its employees, agents, representatives or contractors, their employees, agents or representatives in the performance or nonperformance of Permittee's obligations under this Permit or in any way related to this Permit except to the extent that such claim, demand, loss, cause of action, or costs arises from PacifiCorp's gross negligence or willful misconduct. This obligation will survive expiration or termination of this Permit.

8. Insurance. Without limiting any liabilities or any other obligations of Permittee, Permittee must procure and continuously carry, with insurers having an A.M. Best's rating of A-VII or better, insurance against claims for injury to persons or damage to property which may arise from or in connection with this Permit or Permittee's use or occupancy of the Premises as follows:

8.1 Workers' Compensation. Permittee must comply with all applicable Workers' Compensation laws and furnish proof of compliance satisfactory to PacifiCorp before commencing any work on the Premises. All Workers' Compensation policies must contain provisions that the insurance companies have no right of recovery or subrogation against PacifiCorp, its parent, divisions, affiliates, subsidiary companies, co-lessees, co-venturers, agents, directors, officers, employees, servants, and insurers, it being the intention of the PacifiCorp and Permittee that the insurance as effected protects all Parties.

8.2 Employers' Liability. Insurance with a minimum single limit of \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit.

8.3 Commercial General Liability. The most recently approved Insurance Services Office ("ISO") policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate (on a per location and/or per job basis) to protect against and from any and all loss by reason of bodily injury or property damage on or about the Premises, including the following coverages:

PacifiCorp Parcel: WASK-0059

SAP Contract No.: _____

OTUP2015Rev2

i. Bodily injury, property damage, and personal injury coverage, including damage to PacifiCorp's electric facilities or improvements as a result of Permittee's, its contractors', subcontractors' or agents' negligence.

ii. Contractual liability

iii. Premises and Products/Completed Operations

iv. Independent Contractors

8.4 Business Automobile Liability. The most recently approved ISO policy, or its equivalent, with a minimum single limit of \$1,000,000 for bodily injury and property damage including sudden and accidental pollution liability, with respect to Permittee's vehicles whether owned, hired or non-owned, assigned to or used in any way on the Premises.

8.5 Umbrella Liability. Umbrella liability insurance with a minimum limit of \$5,000,000 each occurrence/aggregate where applicable to the excess of the coverages and limits required in Employers' Liability, Commercial General Liability, and Business Automobile Liability insurance referenced above. Such insurance policies must be maintained to cover any liability arising from Permittee's Use and indemnification as identified in this Permit.

8.6 Certificate of Insurance. A certificate of insurance shall be furnished to PacifiCorp confirming the issuance of such insurance prior to commencement of work by Permittee. Should a loss arise during the term of the Permit that may give rise to a claim against Permittee and/or PacifiCorp as an additional insured, Permittee shall deliver to PacifiCorp (or cause to be delivered to PacifiCorp) certified copies of such insurance policies.

8.7 Claims Made Basis. Permittee will maintain Commercial General Liability insurance coverage provided on a "claims-made" basis by for a minimum period of 5 years after the completion of this Permit and for such other length of time necessary to cover liabilities arising out of the Use.

8.8 Permittee's Insurance Primary. To the extent of Permittee's negligent acts or omissions, all policies required under this Permit must include provisions that such insurance is primary with respect to the interest of PacifiCorp and that any other insurance or self-insurance maintained by PacifiCorp is excess and not contributory insurance with the insurance required hereunder, and provisions that the policy contain a cross liability or severability of interest clause or endorsement.

8.9 Adequate Coverage. PacifiCorp does not represent that the insurance coverage specified in this Permit (whether in scope of coverage or amounts of coverage) are adequate to protect the obligations of Permittee, and Permittee will be solely responsible for any deficiencies in coverage.

8.10 No Right of Recovery or Subrogation. Unless prohibited by applicable law, all required insurance policies must contain provisions that the insurer will have no right of

PacifiCorp Parcel: WASK-0059

SAP Contract No.: _____

OTUP2015Rev2

recovery or subrogation against PacifiCorp, its parent, divisions, affiliates, subsidiaries companies, co-lessees, or co-venturers, agents, directors, officers, employees, servants, and insurers, it being the intention of PacifiCorp and Permittee that the insurance as effected protects all Parties.

8.11 Notice Before Change or Cancellation. Permittee must not cancel the policies or reduce the limits of liability without providing 1) 10 calendar days' prior written notice to PacifiCorp if cancelled for nonpayment of premium, or 2) 30 calendar days' prior written notice to PacifiCorp if cancelled for any other reason. Lack of notification shall be considered a material breach of this Permit.

9. Termination. If Permittee violates of any covenant or provision of this Permit and the delinquency or violation is not corrected immediately, PacifiCorp may immediately or at any time thereafter while such default continues, terminate this Permit, repossess the Premises and expel Permittee without further notice. Such termination and repossession will be without prejudice to any other remedies that might be available to PacifiCorp in law or equity for damages or otherwise.

10. Liens. Permittee must keep the Premises free from all liens and encumbrances in connection with Permittee's Use.

11. Notices. Wherever in this Permit notice is provided or required to be given by one Party to another, such notice must be in writing and transmitted by United States mail, national express carrier (such as UPS or Federal Express) or by personal delivery to the following addresses, or such other address as either Party may, from time to time, designate for that purpose:

PACIFICORP

PacifiCorp Property Management
825 N.E. Multnomah Street, Suite 1700
Portland, Oregon 97232
Phone: 503-813-5700

PERMITTEE

Gross Enterprises, Inc
PO Box 774
White Salmon, Washington 98672
Phone: 509-493-2054

Inability to deliver such notice due to change of address for which no notice was given or refusal to accept delivery shall be deemed delivery hereunder.

12. Waiver. No failure by PacifiCorp to insist upon the strict performance of any provision of this Permit, or to waive any provision in any instance, will be construed as a general waiver or relinquishment on its part of any such provision, but the same will be and remain in full force and effect.

13. Enforceability and Litigation Expenses. If any action, suit, or proceeding is brought by either Party with respect to a matter or matters covered by this Permit, all costs and expenses of the prevailing Party incident to such proceeding, including reasonable attorneys' fees, will be paid by the non-prevailing Party. This paragraph will survive expiration or termination of this Permit.

14. Warranty of Authority. The individuals signing this Permit warrant that they have full power and authority to sign and implement this Permit on behalf of the entity for which they sign.

15. Applicable Law. This Permit will be construed in accordance with and governed by the laws of the State of Washington. This Permit is subject to any order, regulation, or rule of any governmental agency having jurisdiction.

16. Interpretation. Each Party has participated in the drafting of this Permit and the Parties intend and agree that there will be no presumption applied against the drafter of any provision of this Permit.

17. JURY WAIVER. 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 PERMIT. 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.

18. Execution in Counterparts; Digital Signature; Electronic Transmittal. This Permit may be executed in counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. Said counterparts may be signed by digital signature and transmitted by one Party to the other by electronic mail.

19. Alcohol, Drugs, Firearms, Fires and Tobacco Prohibited. Permittee, its employees, agents, invitees and/or contractors must not use, consume, or bring on to the Premises alcohol, marijuana, illegal drugs, firearms or tobacco products. Campfires or burn piles are prohibited on the Premises.

IN WITNESS WHEREOF, the Parties to this Permit have executed this Permit as of the last date written below.

PERMITTEE:

GROSS ENTERPRISES, INC., a
Washington corporation

By: _____

Name: _____

Its: _____

Date: _____

PACIFICORP:

PACIFICORP, an Oregon corporation

BY: Deanna Adams Digitally signed by Deanna Adams
Date: 2024.10.31 17:48:33 -07'00'

Deanna Adams,
Director, Real Estate Transactions

Date: 10/31/2024

14. Warranty of Authority. The individuals signing this Permit warrant that they have full power and authority to sign and implement this Permit on behalf of the entity for which they sign.

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IN WITNESS WHEREOF, the Parties to this Permit have executed this Permit as of the last date written below.

PERMITTEE:

GROSS ENTERPRISES, INC., a
Washington corporation

By: Megan Dickey

Name: Megan Dickey

Its: Secretary

Date: 10/25/2024

PACIFICORP:

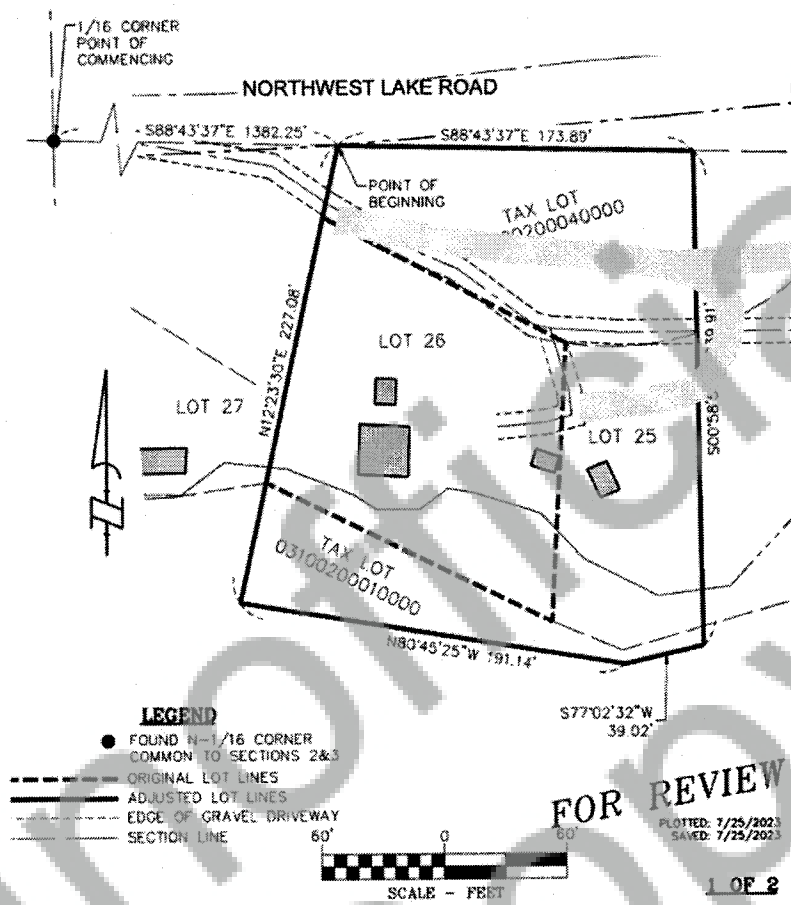
PACIFICORP, an Oregon corporation

BY: _____

Deanna Adams,
Director, Real Estate Transactions

Date: _____

EXHIBIT A
Page 1 of 2
The Driveway on the Property



The beige area in the picture above indicates the approximate location of where the Driveway will be upon completion of Permittee's work on Skamania County, Washington tax lot 03100200040000, located in Township 3 North, Range 10 East, Section 2, WM (the "Property").

All distances shown are approximate. In the event of any errors or ambiguity in the description or misunderstanding with respect to the location or extent of the Property or the Driveway, PacifiCorp reserves the right to resolve the dispute or ambiguity and to designate the configuration and area in dispute on the ground. In case of disagreement, PacifiCorp's designated representative's decision will be final. PacifiCorp reserves the right at any time to redefine or mark the Property or the Driveway and to substitute or replace the legal description in this **Exhibit A**.

PacifiCorp Parcel: WASK-0059

SAP Contract No.: _____

OTUP2015Rev2