

**AFTER RECORDING RETURN TO:**

Bradley W. Andersen  
Schwabe, Williamson & Wyatt, P.C.  
700 Washington Street, Suite 701  
Vancouver, WA 98660

**RECIPROCAL EASEMENT AGREEMENT**

PERPETUAL EASEMENTS FOR INGRESS/EGRESS AND UTILITIES

**THE BENEFITS AND BURDENS GRANTED BY THIS INSTRUMENT SHALL RUN  
WITH THE LANDS DESCRIBED HEREIN.**

**GRANTORS:** CHINIDERE, LLC., a Washington limited liability company, and  
REGAL- A LAND ACQUISITION & DEVELOPMENT LLC, a  
Washington limited liability company

**GRANTEES:** CHINIDERE, LLC., a Washington limited liability company, and  
REGAL- A LAND ACQUISITION & DEVELOPMENT LLC, a  
Washington limited liability company

**ABBREVIATED LEGAL DESCRIPTION:** See attached Exhibit "A" and Exhibit "B".

LOTS 1+2, FELIZSTREET PLAT

**ASSESSOR'S PROPERTY PARCEL NUMBERS:** 03-75-36-3-0-0500/00

+ 03-75-36-3-0-1200/00

LM

*John S. May 27, 2008*

**REAL ESTATE EXCISE TAX**

N/A

JUN 04 2008

N/A

PAID

*Vickie Orellana*  
SKAMANIA COUNTY TREASURER

## RECIPROCAL EASEMENT AGREEMENT

This Reciprocal Easement Agreement ("Agreement") is executed on this 20 day of May, 2008, 2008 (the "Effective Date"), by and between CHINIDERE, LLC ("Chinidere"), a Washington limited liability company, and REGAL- A LAND ACQUISITION & DEVELOPMENT LLC ("Regal"), a Washington limited liability company.

### RECITALS

1. Regal owns that certain real property described in Exhibit "A" attached hereto ("Lot 1 of the Feliz Short Plat");
2. Chinidere owns that certain parcel of real property adjoining Lot 1 of the Feliz Short Plat, which real property is described on Exhibit "B" attached hereto ("Lot 2 of the Feliz Short Plat");
3. Chinidere intends for Regal and the City of Stevenson to have reasonable access to Lot 2 of the Feliz Short Plat for purposes of ingress, egress and utilities; and Regal intends for Chinidere and the City of Stevenson to have reasonable access to Lot 1 of the Feliz Short Plat for purposes of ingress, egress and utilities

### AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, and other good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually agreed upon by the parties as follows:

#### **1. Grant of Easement.**

1.1 Chinidere hereby grants and conveys unto Regal and the City of Stevenson or any other public utility, a non-exclusive easement over, upon, and across Lot 2 of the Feliz Short Plat recorded under Skamania County Auditor Number 2008170088 (also known as Phase IV of the Chinidere Mountain Estates Subdivision) for reasonable ingress, egress, and access for utilities as generally provided in the Chinidere Preliminary Subdivision Map, which is attached hereto as Exhibit "C" and incorporated herein by this reference.

1.2 Regal hereby grants and conveys unto Chinidere and the City of Stevenson, and any other public utility, a non-exclusive easement over, upon, and across Lot 1 of the Feliz Short Plat recorded under Skamania County Auditor Number 2008170088 (also known as Phases I, II and III of the Chinidere Mountain Estates Subdivision) for reasonable ingress, egress, and access for utilities generally provided in the Chinidere Preliminary Subdivision Map.

1.3 Regal and Chinidere shall use the mutual easements for access (ingress and egress) as well as for the installation, repair and replacement of storm drains, sewers, utilities and other proper services necessary for the orderly development and operation of all tracts of Chinidere Mountain Estates Subdivision. If reasonably necessary, either party may, upon an adequate showing of necessity, install such lines underneath areas already paved by the other party, provided they restore the paving to its original or better condition promptly after the installation. No such streets, roads, lines, sewers, utilities or services of one party shall be installed in a place where homes are anticipated to exist in the future and shall be installed to minimize the impact to the development. The owner of the servient estate reserve the right to alter the location of such streets, roads, access ways, and utilities despite the granting of the easements herein to accommodate their own development.

1.4 The reciprocal easements granted herein shall terminate and be replaced with new easements between Regal and Chinidere, and their successors or assigns, at such time as the City of Stevenson grants Final Plat Approval for the Chinidere Mountain Estates Subdivision. This new easement shall reflect the rights of way, utilities, open spaces, sidewalks, roads, etc. as required and reflected by the Final Plat.

## **2. Representations and Warranties.**

Regal and Chinidere each represents that it has a good and lawful right to grant the easement as set forth herein, subject to all encumbrances and other exceptions to title on file or of record in the Official Records of Skamania County, Washington, to the extent such exceptions are valid, subsisting, and affect the easement Area.

## **3. Indemnification.**

Each party shall defend, indemnify, and hold the other party harmless from any claim, loss, or liability arising out of or in any way connected with such party's possession or use of the easement area or such party's conduct with respect to the easement, except for liability arising out of the other party's negligence, intentional misconduct, or wrongful omission.

## **4. Breach and Attorneys' Fees.**

In the event any party shall fail to perform its obligations under this Agreement, the other party shall be entitled to require such performance by a suit for specific performance or, where appropriate, through injunctive relief. Such remedies shall be in addition to any other remedies afforded under Washington law and those rights of cure and reimbursement specifically granted under this Agreement. In the event of any litigation arising under this Agreement, the prevailing party shall recover from the losing party the reasonable attorneys' fees of the prevailing party at trial, on appeal, upon review as determined by the court or in any bankruptcy proceeding.

## **2 – RECIPROCAL EASEMENT AGREEMENT**

## 5. Binding Effect.

The easement granted hereunder shall run with the land with respect to both Lots 1 and 2 of the Feliz Short Plat (as applicable). A map of the Feliz Short Plat is attached hereto as Exhibit "D" and incorporated herein by this reference. The rights, covenants and obligations contained in this Agreement shall bind, burden and benefit each party's successors, assigns, lessees, mortgagees or beneficiaries under any mortgage or deed of trust relating to either Lot 1 or 2 of the Feliz Short Plat.

The parties hereto have caused this Agreement to be executed as of the Effective Date.

### REGAL:

REGAL- A LAND ACQUISITION & DEVELOPMENT COMPANY., a Washington limited liability company

By: [Signature]  
Name: Rick Lebovitz  
Its: Member

By: [Signature]  
Name: Gregory Albert  
Its: Member

### CHINIDERE:

CHINIDERE, LLC., a Washington limited liability company

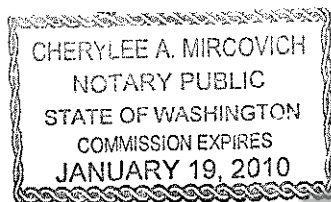
By: [Signature]  
Name: John Feliz  
Its: MANAGING MEMBER

[Notary Acknowledgments on Following Page]

STATE OF Washington )  
 ) ss.  
 County of Clark )

On this 30<sup>th</sup> day of May, 2008, before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared Rick Leavitt, known to be the Member of Regal-A-Land Acquisition, a Washington limited liability company that executed the foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of that limited liability company for the uses and purposes therein mentioned, and on oath stated that he/she/they is/are authorized to execute the instrument on behalf of the limited liability company.

WITNESS my hand and official seal hereto affixed the day and year first above written.

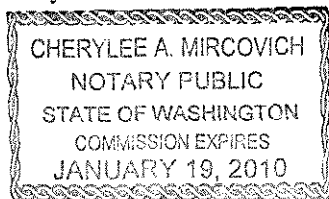


Cherylee A. Mircovich  
 NOTARY PUBLIC in and for the State  
 of Washington, residing at Vancouver  
 My Commission Expires: 1/19/2010

STATE OF Washington )  
 ) ss.  
 County of Clark )

On this 30<sup>th</sup> day of May, 2008, before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared Gary Walters, known to be the member of Regal-A-Land Acquisition, a Washington limited liability company that executed the foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of that limited liability company for the uses and purposes therein mentioned, and on oath stated that he/she/they is/are authorized to execute the instrument on behalf of the limited liability company.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Cherylee A. Mircovich  
 NOTARY PUBLIC in and for the State  
 of Washington, residing at Vancouver  
 My Commission Expires: 1/19/2010

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STATE OF WASHINGTON )  
 ) ss.  
 County of Clark )

On this 27 day of May, 2008, before me, the undersigned, a Notary Public in and for the state of Washington, duly commissioned and sworn, personally appeared John Feliz, known to be the managing member of Chinidere, LLC, a Washington limited liability company that executed the foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of that limited liability company for the uses and purposes therein mentioned, and on oath stated that he/she/they is/are authorized to execute the instrument on behalf of the limited liability company.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Theresa A. Gordon

NOTARY PUBLIC in and for the State  
 of Washington, residing at Vancouver, WA  
 My Commission Expires: 10-26-2011

EXHIBIT "A"

Lot 1 of FELIZ SHORT PLAT, recorded under Auditor's File No.  
2008170088, records of Skamania County, Washington.

Unofficial  
Copy

**EXHIBIT "B"**

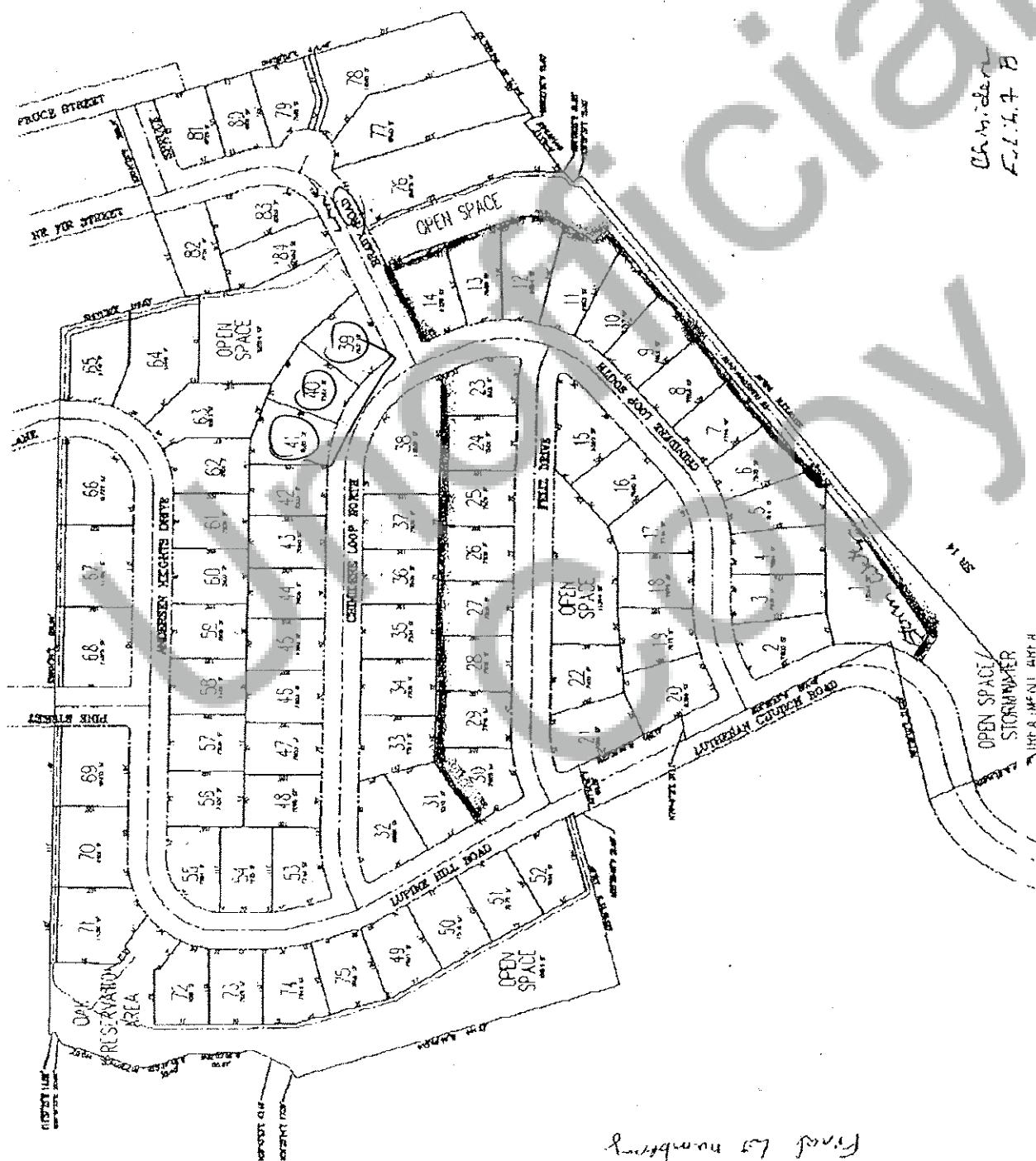
Lot 2 of FELIZ SHORT PLAT, recorded under Auditor's File No.  
2008170088, records of Skamania County, Washington.

Unofficial  
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**EXHIBIT "C"**

Unofficial  
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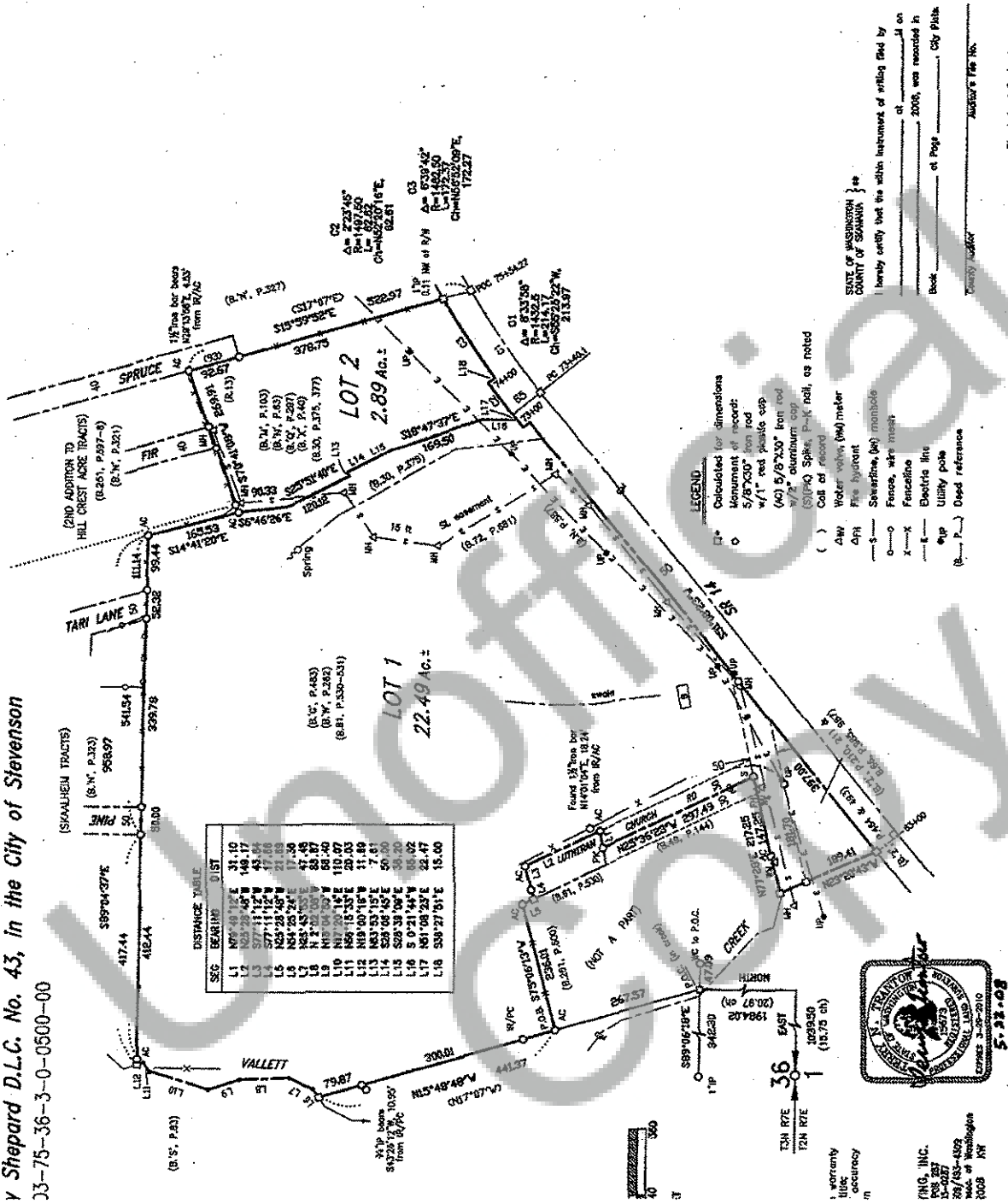
8.7.13  
Ch. 14

Find by number.

**EXHIBIT "D"**

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**FELIZ SHORT PLAT**  
**36, T3N, R7E & SW¼ Sec. 36, T3N, R7½E, W.M.**  
**Y Shepard D.L.C. No. 43, in the City of Stevenson**  
**33-75-36-3-0-0500-00**



# FELIZ SHORT PLAT

S, T3N, R7E & SW¼ Sec. 36, T3N, R7½E, W.M.

Henry Shepard D.L.C. No. 43, in the City of Stevenson

Tax Parcel No. 03-75-36-3-0-0500-00

STATEMENT: A preliminary field inspection began April 30, 2008. No wetland has been done but birds for its completion are dependent in this short plat. Monuments to be set are those along the common line to 1 & 2.

REMARKS: The entire parcel is part of a pending subdivision noted below in the Phase IV Subdivision Transfer Agreement.

## REFERENCES:

75 of Survey AF#150749 (See both pages of this document for all and additional references that affect both parcels.)

Survey information provided by Hesse & Associates, Vancouver, Wa.

I will use City of Stevenson water and sewer.



C. 309 Washington WA

5-23-08

We, owners of the above tract of land, hereby declare and certify that this Short Plat is the true and correct plat of our subdivision, and that this Short Plat Subdivision has been made with our free consent and in accordance with our desire.

CHANDLER, LLC, a Washington limited liability company

By John R. Telle Date

By Jennifer A. Wright Date

WITNESS MY HAND AND OFFICIAL SEAL

Dated this day of 2008.

Notary Public in and for the State of Washington

residing in

by commission expires

This plat in this Short Subdivision contains adequate area and proper well, drainage, and drainage conditions to be served by an easement. The easement is shown on the plat and is subject to the Subdivision map. Authority of water supply is not guaranteed where so noted in Short Subdivision map. Per Stevenson, N.S. City of Stevenson, Washington, dated 5/23/08. Stevenson County Health Department dated 5/23/08.

I hereby certify that this Short Subdivision complies with the Stevenson Short Plat Ordinance and is approved subject to properly being recorded and filed with the Stevens County Auditor within 30 days of the necessary approval.

Eric Hansen 5-23-08  
Public Works Director

I hereby certify that this Short Subdivision complies with the Stevenson Short Plat Ordinance and is approved subject to properly being recorded and filed with the Stevens County Auditor within 30 days of the necessary approval.

5/23/08  
Stevenson County Auditor

I hereby certify that the terms and conditions have been duly read and understood by all persons interested in the lands involved with for above proposed short subdivision.

Stevenson County Auditor  
5/23/08

This map correctly represents a survey made by me or under my direction in accordance with the requirements of the Survey Recording Act of the Republic of Washington, dated April 19, 1908.

5-23-08  
Stevenson County Auditor

STATE OF WASHINGTON  
COUNTY OF STEVENSON

I hereby certify that the within instrument of writing filed by

of

at

2008, was recorded in

Book

at Page

City of Stevenson

County Auditor

Auditor's File No.

Sheet 2 of 2 sheets