

After recording, return to:

Swift View Owners Group, Inc.

Dean Oswald
4500 SW Joshua Street
Tualatin OR 97062

EASEMENT AGREEMENT

Grantor: Gilbert G. Dallas and Sharon H. Dallas

Grantee: SWIFT VIEW OWNERS GROUP, INC.

Abb. Legal Des. North ½ of the NW ¼ of Section 34, Township 7 North, Range 6 East W.M.

Tax Parcel No.: 07-06-34-00-0214

07-06-34-00-0200

07-06-34-00-0201

07-06-34-00-0202

SKAMANIA COUNTY
REAL ESTATE EXCISE TAX

PAID WA
Chadley J. Smith
SKAMANIA COUNTY TREASURER

THIS EASEMENT AGREEMENT, dated as of April 14, 20 17, is made by and between Gilbert G. Dallas and Sharon H. Dallas ("Grantor") and SWIFT VIEW OWNERS GROUP, INC., a Washington corporation ("Grantee").

RECITALS

A. Grantor is the owner of the real property described in Exhibit 1 attached hereto (the "Grantor Parcel").

B. Grantee is the governing body of that certain real property known as Swift View ("Swift View") as such property is described in Exhibit 2 attached hereto (the "Grantee Parcel").

C. Grantor desires to grant Grantee an easement for ingress and egress over and across a portion of the Grantor Parcel and for using and maintaining certain common area improvements on a portion of the Grantor Parcel, as set forth below.

AGREEMENT

It is therefore agreed as follows:

1. **Grant of Asphalt Trail Easement.** Grantor hereby grants to Grantee, and its successors and assigns, a perpetual, exclusive easement for pedestrian and vehicular access over, across, and through the area shown as the "Asphalt Trail" on the attached Exhibit 3 (the "Asphalt Trail Easement Area"). Vehicular access shall be limited to all terrain vehicles ("ATVs") and subject to the following rules:

1.1 Grantee shall impose and enforce the following rules on its members in connection with use of the Asphalt Trail Easement Area:

- Hours for ATV use of one Asphalt Trail: 30 minutes before sunrise until 30 minutes after sunset.

- ATV use of the Asphalt Trail is limited to ingress and egress to the Swift Common Area Property. No recreational or speeding use of ATVs is allowed. The maximum speed limit will not exceed 5 miles per hour on the easement trail to the common area.
- ATVs must remain on paved Asphalt Trail at all times, except for parking as described below.
- Designated ATV parking will be limited to the area on the southeast side of the fire pit on the 50-foot trail easement. Parking is prohibited to the west of the Asphalt Trail and that area is expressly reserved for the Dallas' use.
- ATVs are prohibited from accessing the lake bed from the Swift View Common Area Property.

2. **Grant of Common Area Easement.** Grantor also grants to Grantee, and its successors and assigns, a perpetual, exclusive easement to use, locate, install, maintain, repair and replace certain common area improvements, consisting of a gazebo, five (5) foot wide wood walkway and stairs, fire pit, barbecue stand and porta-potty within the boundaries of the 50-foot trail easement on the Grantor Parcel that leads to the common area dock on Swift Reservoir in the locations shown on the attached Exhibit 3 (the "Common Area Easement Area"). The Asphalt Trail Easement Area and the Common Area Easement Area are referred to herein as the "Easement Areas."

3. **Use and Maintenance.** Grantor acknowledges and agrees that the easements granted herein are for the use and enjoyment of the Easement Areas in favor of Grantee and the owners of the Grantee Parcel and their heirs, successors, assigns, guests, invitees and family members, subject to the terms and conditions hereof. Grantee shall maintain, repair, replace and otherwise manage the Easement Areas in accordance with the terms of this Agreement, and such maintenance shall include having the porta-potty serviced at least once per month between Memorial Day and Labor Day every year. Grantee shall also maintain general liability insurance in commercially reasonable amounts, as determined by Grantee in its reasonable judgment, covering use of the Easement Areas.

4. **Property Taxes.** Grantor shall pay all property taxes on the Grantor Parcel; provided, however, Grantee shall be responsible for property taxes that are apportioned to the gazebo located in the Common Area Easement Area. Grantor shall make written request for payment from Grantee that will include a copy of the property tax bill for the Grantor Parcel and show the calculation for the portion of property taxes applicable to the gazebo. Grantee shall grant Grantor a credit towards future assessments owed by Grantor to Grantee as an owner of property in Swift View, in an amount equal to the portion of the property taxes on the gazebo paid by Grantor.

5. **Ownership.** Grantor warrants that the Grantor Parcel and the Easement Areas are owned by Grantor in fee simple free and clear from all mortgages, deeds of trust and other liens but subject to all easements and other matters of record.

6. **General Provisions.**

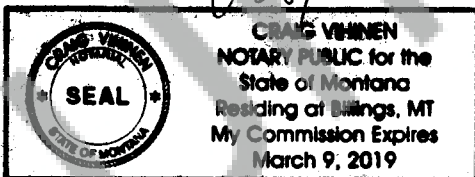
6.1 Controlling Law. The interpretation and performance of this Agreement shall be governed by the laws of the State of Washington.

6.2 Severability. If any clause or provision of this Agreement is determined to be illegal, invalid, or unenforceable under present or future laws, the remainder of this Agreement shall not be affected by such determination, and in lieu of each clause or provision that is determined to be illegal, invalid or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

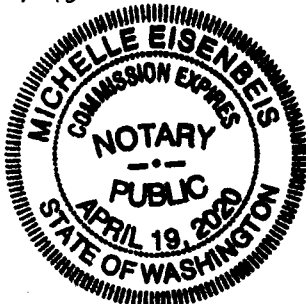
6.3 Entire Agreement. This Agreement reflects the entire agreement of the parties with respect to the matters described in this Agreement, and this Agreement supersedes all prior discussions, negotiations, understandings, or agreements relating to the matters described herein.

6.4 Successors. The covenants, terms, conditions, and restrictions of this Agreement shall be binding upon, and inure to the benefit of and burden each party's successors and assigns. This Agreement shall run with the land and the ownership of respectively, the Grantor Parcel and the Grantee Parcel.

6.5 Attorneys' Fees and Expenses of Litigation. If either party shall bring suit to recover damages under this Agreement or to otherwise enforce or interpret this Agreement and a judgment is entered, the substantially prevailing party shall be entitled to a reasonable sum as attorney's' fees, and all costs and expenses in connection with such suit, which sum shall be included in any such judgment or decree. Such attorneys' fees and expenses shall include those incurred before, during and after trial, including those related to any appeal.



Michelle Eisenbeis



GRANTOR:

Gilbert G. Dallas
 Gilbert G. Dallas

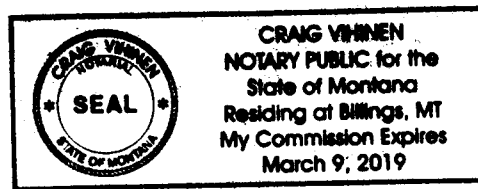
Sharon H. Dallas
 Sharon H. Dallas

GRANTEE:

SWIFT VIEW OWNERS GROUP, INC., a
 Washington corporation

By *[Signature]*
 Its: *vice president*

STATE OF MT)
COUNTY OF Yellowstone) SS:

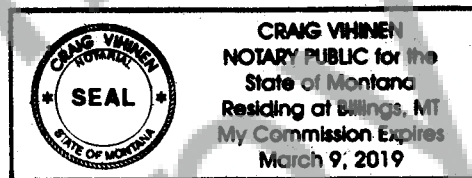


I certify that I know or have satisfactory evidence that Gilbert G. Dallas is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as Gilbert G. and Sharon H. Dallas, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: March 27, 2017

Notary Public for the State of MT
My commission expires: March 9, 2019

STATE OF MT)
COUNTY OF Yellowstone) SS:



I certify that I know or have satisfactory evidence that Sharon H. Dallas is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as Gilbert G. and Sharon H. Dallas, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

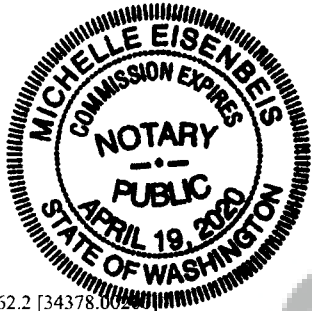
Dated: March 27, 2017

Notary Public for the State of MT
My commission expires: March 9, 2019

STATE OF WASHINGTON)
) ss:
 COUNTY OF Clark)

I certify that I know or have satisfactory evidence that Richard Dietrich is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Vice President of Swift View Owners Group, Inc., a Washington corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 4/14, 2017



GSB:8238062.2 [34378.002]

Michelle Eisenbeis
 Notary Public for the State of Washington
 My commission expires: April 19, 2020

**EXHIBIT 1
(LEGAL DESCRIPTION OF GRANTOR PARCEL)**

A tract of land in Section 34, Township 7 North, Range 6 East, of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lot 4 of the Amanda's Hideout Short Plat, recorded in Auditor's File No. 2006161768, Skamania County, Washington records.

EXHIBIT 2
(LEGAL DESCRIPTION OF GRANTEE PARCEL)

The North half of the Northwest Quarter of Section 34, Township 7 North, Range 6 East of the Willamette Meridian, Skamania County, Washington, lying North of the Swift Creek Reservoir. To include Tax Lot's Number 07-06-34-00-0200, 07-06-34-00-0201, & 07-06-34-00-0202 and any future divisions within these tax lots.

Unofficial
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EXHIBIT 3
(SITE PLAN OF EASEMENT AREA)

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