

**WHEN RECORDED RETURN TO:**

Dean Oswald

4500 SW Joshua St.

Tualatin OR 97062

**DOCUMENT TITLE(S)**

Memorandum of Agreement between the Swift Owners Group Inc and Gilbert G. and Sharon H. Dallas

**REFERENCE NUMBER(S)** of Documents assigned or released:

Auditors File No. 2006161768

☒ Additional numbers on page 6 of document.

**GRANTOR(S):**

Swift View Owners Group, Inc  
Gilbert G. and Sharon H. Dallas

☐ Additional names on page \_\_\_\_\_ of document.

**GRANTEE(S):**

Swift View Owners Group, Inc.  
Gilbert G. and Sharon H. Dallas

☐ Additional names on page \_\_\_\_\_ of document.

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

Exhibit 1, Exhibit 2

☒ Complete legal on page 6 of document.

**TAX PARCEL NUMBER(S):**

07-06-34-00-0200, 07-06-34-00-0201, 07-06-34-00-0202

☒ Additional parcel numbers on page 7 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.

**Memorandum of Agreement between the  
Swift View Owners Group, Inc. and Gilbert G. and Sharon H. Dallas**

Dated March 17, 2017

This AGREEMENT ("Agreement") is by and between the Swift View Owners Group, Inc. ("Swift View") and Gilbert G. Dallas and Sharon H. Dallas (collectively "Dallas"). Each separate party is referred to as (a "Party.") The parties are referred to (collectively as the "Parties").

**RECITALS**

A. Dallas owns property located in the Amanda's Hideout Short Plat, in Skamania County, Washington with its legal description identified on the attached Exhibit 1 ("Dallas Property").

B. Swift View is comprised of other lots within the Swift View Short Plat, the Creagan Short Plat, or the Sauer & Sorenson Short Plat with legal descriptions identified on the attached Exhibit 2 ("Swift View Properties").

C. Swift View owns the common area property – a gazebo, five (5) foot wide wood walkway and stairs, fire pit, barbeque stand, and porta-potty within the boundaries of the 50-foot trail easement on the Dallas Property that lead to the common area dock on Swift Reservoir as shown on the attached Exhibit 3 ("Swift View Common Area Property"). In addition, Swift View is the beneficiary of access to those common areas shown as the Asphalt Trail on the attached Exhibit 3 (the "Asphalt Trail").

D. Swift View is in the process of obtaining Shoreline Management Plan Permits for the Swift View Common Area Property from PacifiCorp and land use approvals from Skamania County. Dallas agrees to execute all necessary applications, easements, and related documents to assist Swift View in obtaining the necessary permits and maintaining access to and use of the Swift View Common Area Property.

**TERMS OF AGREEMENT**

In consideration of the mutual covenants contained herein, and for other valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Parties agree to these terms of agreement:

- 1) The Dallas family and all successors, heirs, personal representatives, and assigns agree that Swift View has an easement for the location of all the Swift View Common Area Property as shown on Exhibit 3 and for access to such property within the 50-foot trail easement using the Asphalt Trail. Contemporaneously with the execution of this Memorandum, the parties will execute on easement in the form attached hereto as Exhibit 4 to memorialize Swift View easement rights (the "Easement Agreement").
- 2) The Dallas family and all successors, heirs, personal representatives, and assigns will allow Swift View to use the Asphalt Trail shown on Exhibit 3 for ingress and

egress, including via all-terrain vehicles ("ATVs") to reach the Swift View Common Area Property, in accordance with the Easement Agreement.

2.1) Dallas grants Swift View permission to create a 75-inch wide clearance for ATV vehicles to access the trail access between Forest Service Road 90 and the Swift View Common Area Property. This will require the removal of one or two posts to create the 75-inch clearance. If Swift View needs to remove 2 posts for access, Swift View will be responsible to install new posts so that the opening is still 75 inches wide. Any modification beyond what is specified above will be mutually agreed by both parties and documented. Dallas may maintain the rest of the posts in the current configuration; however, Swift View may paint these posts a natural tone color. Swift View will install reflectors on the remaining posts to ensure visibility.

2.2) Swift View shall impose and enforce the following rules on its members:

- 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 going 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 Dallas's use.
- ATVs are prohibited from accessing the lake bed from the Swift View Common Area Property.

3) Swift View agrees it will, at its own cost, have the porta-potty that is part of the Swift View Common Area Property, serviced at least once per month between Memorial Day and Labor Day of every year. Dallas shall grant Swift View permission to pull the porta-potty on its trailer along the Asphalt Trail to the Sorenson Property to access Forest Service Road 90. Swift View shall paint the porta-potty and trailer a neutral color.

4) In further consideration for this agreement, Swift View shall pay future property taxes that are apportioned to the Swift View gazebo, part of the Swift View Common Area Property and the property taxes apportioned to the Swift View gazebo for 2016 and 2015 (estimated at \$150.00). Swift View will pay future property taxes on the gazebo. Dallas shall be required to make a written request for payment that includes a copy of the property tax bill for the Dallas Property showing the calculation for the portion applied to the Swift View gazebo.

5) **Insurance.** Swift View shall maintain liability insurance for the Swift View Common Area Property located on the Dallas Property with Dallas listed as additional insured.

7) **Dallas Release.** Except for the obligations and contingencies set forth in this Agreement and the Easement Agreement, Dallas hereby fully releases and forever discharges, unconditionally and unequivocally Swift View, its members, officers, directors, representatives and agents (collectively "Swift View Released Parties") from any and all claims, demands, damages, liens, suits, actions, judgments, orders and liabilities and causes of action of whatsoever kind, nature, or description, whether arising in law or equity, or upon contract or tort, or under state or federal laws or under common law, or otherwise, whether known or unknown, which Dallas had, now have, or may have claimed to have had against the Swift View Released Parties relating to or arising from the use of the Swift View Common Area and Asphalt Trail by Swift View or its members.

8) **Swift View Release.** Except for the obligations and contingencies set forth in this Agreement and the Easement Agreement, the Swift Released Parties hereby fully release and forever discharge, unconditionally and unequivocally Dallas, their representatives, and agents (collectively "the Dallas Released Parties") from any and all claims, demands, damages, liens, suits, actions, judgments, orders and liabilities and causes of action of whatsoever kind, nature, or description, whether arising in law or equity, or upon contract or tort, or under state or federal laws or under common law, or otherwise, whether known or unknown, which the Swift View Released Parties have had, now have, or may have claimed to have had against the Dallas Released Parties relating to or arising from actions by Dallas interfering with the use of the Swift View Common Area and Asphalt Trail by Swift View or its members.

9) **Confidentiality.** Except as otherwise required by law, the Parties will keep the terms of this Agreement confidential and will not disclose them to any third party. The Parties agree that if they are asked about any claim or settlement involving this matter, they will state only that the matter was resolved by settlement resulting in a lot line adjustment. The foregoing notwithstanding, the Parties may disclose the terms of this Agreement to their immediate family, legal counsel, accountants, insurers, and tax advisors, but only after having obtained their agreement, for the benefit of the other Parties, to abide by this confidentiality provision.

10) **Entire Agreement.** This Agreement constitutes the final and complete agreement of and among the Parties with respect to the subject matter covered herein. This Settlement Agreement supersedes all prior written and oral agreements or understandings between the Parties as to the subject matter covered herein, and may be changed, modified, or amended, only by a written and fully executed agreement of the Parties.

11) **Full Understanding and Advice of Legal Counsel.** The Parties each acknowledge and agree that they have reviewed this Agreement in its entirety and that they understand the Agreement. They further understand and agree they have had the opportunity to review this Agreement and otherwise consult with their own legal counsel as to the Agreement, and that the terms and conditions hereof adequately and correctly reflect their respective understandings of the subject matter.

12) **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Washington.

13) **No Reliance.** The Parties agree and further state that each is not relying and has not relied on any representation or statement made by the other Party, with respect to the facts involved in said controversies or with regard to their respective rights or asserted rights. The Parties hereby assume their own respective risk as to any and all mistakes of fact with regard to said controversies and with regard to any and all facts which are now unknown to him/her relating hereto. The Parties assume their own respective risk as to any and all claims, demands or rights which may exist, but which each does not know or suspect to exist in its favor.

14) **Authority to Execute Agreement.** Each of the individuals signing this Agreement warrants that he or she has the authority to sign the Agreement on behalf of the Party he or she undertakes to represent and to bind that Party to the terms of this Agreement. Each individual further warrants and represents that no other person or entity has any interest in the matters released herein and that they or the entity they represent has not assigned or transferred or purported to assign or transfer to any person or entity all or any portion of the matters released herein.

15) **Signatures.** This Agreement may be executed in counterparts. Further, the Parties agree to permit the use of faxed or electronically scanned signatures in order to expedite the transaction contemplated by this Agreement, and intend to be bound by their respective faxed or electronically scanned signatures. The parties agree to promptly forward to respective counsel the original signatures for this Agreement for which a faxed or electronically scanned signature was provided.

16) **Amendments and Waivers.** This Agreement can only be amended or modified by a written agreement duly executed by all of the Parties. No breach of any provision of this Agreement shall be deemed waived unless it is waived in writing. Waiver of any one breach shall not be deemed a waiver of any other breach of the same or any other provision of this Agreement.

17) **Captions.** Any captions for the paragraphs of this Agreement are for convenience only and do not control or affect the meaning or construction of any of the provisions of this Agreement.

18) **Severability.** If any term, condition, or provision of this Agreement, or any other document or instrument referred to in this Agreement, is held invalid for any reason, the offending term, condition, or provision will be struck, and the remainder of this Agreement, or such other document or instrument, will not be affected thereby. If such term, condition, or provision is held to be invalid due to its scope or breadth, it is agreed that it shall be deemed to remain valid to the extent permitted by law.

*[signature page follows]*

IN WITNESS HEREOF, the Parties have willingly and knowingly executed this Agreement on the dates set forth adjacent to their names.

SWIFT VIEW OWNERS GROUP, INC.

By: [Signature] <sup>Witness</sup>  
Title: vice president Scott Sorenson

Date: 3-17-2017  
Gilbert G. Dallas <sup>Witness</sup>  
Sharon H. Dallas <sup>Witness</sup>  
Gilbert G. Dallas  
Sharon H. Dallas

**Exhibit 1**

**(Legal Description of Dallas Property)**

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 Swift View Properties)**

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.





**Exhibit 4**

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