



RETURN NAME and ADDRESS
James L. Kacena PLLC
P.O. Box 2024
White Salmon, WA 98672

DOCUMENT TITLE(S): (or transactions contained therein)

1. **Declaration and Grant of Reciprocal Easements With Covenants Regarding Maintenance**

GRANTOR(S): (Last name first, then first name and initials)

1. **William A. Swope and Annette M. Swope, Trustees; and AW Ventures, LLC**

☐ Additional names on page _____ of document

GRANTEE(S): (Last name first, then first name and initials)

1. **William A. Swope and Annette M. Swope, Trustees; and AW Ventures, LLC**

☐ Additional names on page _____ of document

Legal Description as follows:

**Lots 1 and 2, Cassell Short Plat, Book 3, Page 36, SCSRP;
Ptn. SE, NW 21-3-10, W.M.; and
Ptn. SE, NW 21-3-10, W.M**

Assessor's Property Tax Parcel/Account Number(s):

**03102120060000
03102120060100
03102120060200
03102120060300**

JM 1/6/2022

The County Auditor will rely on the information provided on this form. The Staff will not read the document to verify the accuracy and completeness of the indexing information provided herein.

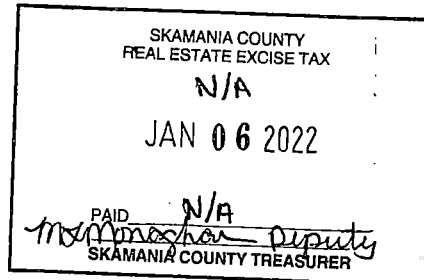
Sign below only if your document is Non-Standard.

I am requesting an emergency non-standard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some parts of the text of the original document. Fee for non-standard processing is \$50.

Signature of Requesting Party

After recording return to:
JAMES L. KACENA, PLLC
P.O. BOX 2024

WHITE SALMON, WA 98672



**DECLARATION AND GRANT OF
RECIPROCAL EASEMENTS
WITH COVENANTS REGARDING MAINTENANCE**

This **DECLARATION AND GRANT OF RECIPROCAL EASEMENTS WITH COVENANTS REGARDING MAINTENANCE**, ("Agreement"), effective as of the Effective Date set forth below, is made among William A. Swope and Annette M. Swope, Trustees of the Swope Family Revocable Trust ("Swopes"), and AW Ventures, LLC, a Washington LLC ("AW Ventures").

RECITALS:

A. The Swopes and AW Ventures are owners of certain real property parcels in Skamania County, Washington. The property parcels are adjacent to one another, in part, and are all legally described in and shown in Exhibit A; attached hereto. The Swopes and AW Ventures are collectively referred to herein as "Declarants" or "the Parties" and the properties are referred to as the Swope Property or the AW Ventures Property, as applicable, or as a "Parcel" and collectively, as the "Parcels"). The Parcels are designated as "Lot 1," "Lot 2," "Lot 3" and "Lot 4" as shown in Exhibit A.

B. Located on or adjacent to each of the Parcels is a private roadway named "Mountain Meadow Road" ("the Road"). The Road connects to a public road named "Kramer Road" located to the east of, and adjacent to, some of the Parcels. The Parties intend to establish and create certain reciprocal easements and rights-of-way for access over and across the Road, for the use and benefit of certain of the Parcels, to or from Kramer Road.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Declarant hereby agrees as follows:

1. **Effective Date**. This Declaration and the Easements shall be effective upon the recording in the real property records of Skamania County, Washington (the "Effective Date").

2. **Declaration and Grant of Easements.** As of the Effective Date, the Parties together with their heirs, successors and assigns, declare and grant the following specific easement rights over and across the Road known as Mountain Meadow Road as it is currently located:

- a. AW Ventures as owner of Lots 3 and 4 declares and grants a 15-foot driveway easement between Mountain Meadow Road and Lot 2 from the southwest corner of Lot 2 in a southerly direction for 15 feet, more or less, across Lot 3 and adjacent to the west boundary of Lot 3, to connect Lot 2 with Mountain Meadow Road;
- b. AW Ventures as owner of Lot 4 declares and grants to Lots 2 and 3 a permanent, non-exclusive easement over and across any portion of Mountain Meadow Road located on Lot 4 for the purposes of ingress, egress to Lots 2 and 3 and to and from Kramer Road, together with access for maintenance and repair of the Road; and
- c. AW Ventures as owner of Lots 2, 3 and 4 declares and grants to the Swopes as owner of Lot 1 a permanent, non-exclusive easement over and across any portion of Mountain Meadow Road located on Lots 2, 3 and 4 for the purposes of ingress, egress to and from Kramer Road, together with access for maintenance and repair of the Road.
- d. The easements dedicated and granted herein pertain only to the portions of Mountain Meadow Road located east of Lot 1 and do not grant any easement rights to any Party to the use of Mountain Meadow Road located west of Lots 2, 3 and 4. Provided, however, that the portion of Mountain Meadow Road near the southwest corner of Lot 4 which is situated partly on Lot 1 is not affected by the limitation of the foregoing sentence.

3. **Use Restrictions.** Use of the Easement Area shall be limited as follows:

a. **Weight Limitations.** Neither Party, nor their, tenants, employees or licensees (collectively, the "Easement Users") shall operate any vehicle within the Easement Area of a weight that exceeds the designed carrying capacity of the improvements existing in the Easement Area as of the date of the use.

b. **Parking Circulation.** Easement Users shall not place, park or store vehicles or objects in the Easement Area or otherwise obstruct the Easement Area.

c. **Maintenance.** The Parties and their heirs, successors, and/or assigns shall be responsible for ongoing maintenance and repair of the Road and Easement Area. The reasonable cost of maintenance, repair, or replacement of any portion of the Easement Area or improvements on it, shall be shared by the Parties equally. In the event any repair or

replacement is necessitated by the negligent tortious conduct of any Party, that Party shall be responsible for payment of the resulting costs of repair or replacement.

4. **Enforcement.**

a. **Cumulative Remedies.** The remedies permitted or available pursuant to the provisions of this Agreement, at law or in equity, shall be cumulative.

b. **Dispute Resolution.** If any party disputes any decision or action taken by another party, they shall mediate their dispute before a lawsuit can be filed.

c. **Attorney's Fees and Costs.** If any suit, action or arbitration arising out of or related to this Agreement is brought by any party, the prevailing party shall be entitled to recover the costs and fees (including without limitation reasonable attorney's fees) incurred by such party in such suit, action or arbitration, including without limitation any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action, and including any proceedings under bankruptcy law.

5. **Modification and Amendment.** This Agreement may be amended, modified or terminated only by written agreement of the owners of Lots 1, 2, 3 and 4.

6. **Indemnification.** Each party shall defend, indemnify and hold the other party harmless for, from, and against any claim, loss or liability to the extent arising out of or resulting from (a) the party's (or its employee's, agent's, tenant's, contractor's or invitee's) use of the Easement Area; or (b) the party's failure to comply with the terms, restrictions and provisions of this Agreement, except to the extent such failure to comply with this Agreement is caused by the negligent acts or omissions or intentional misconduct of one or more of the parties.

7. **General Provisions.**

a. **Not a Public Dedication.** Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Easement Area to the general public or for the general public or for any public purpose whatsoever, and this Agreement shall be strictly limited to and for the purposes expressed herein. No Party or its heirs, successors, or its permitted assigns may grant an easement, license or right of way across its Parcel to any third party for use of the Road without the express written approval of all other Parcel owners.

b. **Severability.** Invalidity of any provisions of this Agreement shall in no way affect any of the other provisions of this Agreement.

c. **Benefits and Burdens Run With The Land.** The benefits and burdens granted in this Agreement shall run with the land as to all the Parcels and to any lawful land division of a Parcel, and shall bind, burden and benefit the Parties, their successors, heirs, assigns, tenants, employees, guests, invitees, licensees, contractors, agents, mortgagees and

beneficiaries under a deed of trust. A Party has the right to assign to any tenant of the Party its rights and obligations under this Agreement throughout the terms of a lease(s) to such tenant(s), but this shall not release the Party from its obligations or liabilities under this Agreement.

d. **Waiver.** No provision of this Agreement shall be deemed to have been waived unless such waiver is in writing signed by the waiving Party. No failure by any party to insist upon the strict performance of any provision of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach, of such provision, or of any other provision.

e. **Entire Agreement.** This Agreement and any exhibits hereto, sets forth the entire understanding of the parties and there are no other representations, warranties, statements or agreements between the parties except as expressly set forth in this Agreement.

f. **Governing Law.** The parties expressly agree that this Agreement will be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first set forth above.

William A. Swope, Trustee



AW Ventures, LLC


By _____

Title: Member

Annette M. Swope, Trustee



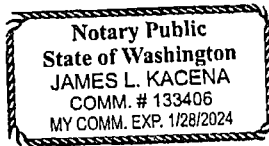
STATE OF WASHINGTON)

County of Klickitat)

); ss.

On this 23rd day of December, 2021, before me personally appeared William A. Swope and Annette M. Swope, each a Trustee of the Swope Family Trust, , and executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said Trust for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument on behalf of said Trust.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.



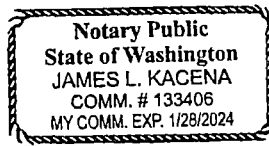
James L. Kacena
Notary Public (Signature)
JAMES L. KACENA
(Print Name)

My appointment expires: 1/28/2024

STATE OF WASHINGTON)
) : ss.
County of Klickitat)

On this 23rd day of December, 2021, before me personally appeared William A. Swapp known to me to be a Member of AW Ventures, LLC ("company"), and executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said company for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument on behalf of said company.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.



James L. Kacena
Notary Public (Signature)
JAMES L. KACENA
(Print Name)

My appointment expires: 1/28/2024

EXHIBIT "A"

Legal Descriptions of the Parcels:

Lot 1 (Swopes):

**Lot 1, Cassell Short Plat, recorded in Book 3, Page 36, Skamania County Short Plat Records, Skamania County, Washington.
Tax Parcel No. 03102120060000**

Lot 2 (AW Ventures):

**Lot 2, Cassell Short Plat, recorded in Book 3, Page 36, Skamania County Short Plat Records, Skamania County, Washington.
Tax Parcel No. 03102120060100**

Lot 3 (AW Ventures):

Legal Description on Exhibit B, attached

Tax Parcel No. 03102120060200

Lot 4 (AW Ventures):

Legal Description on Exhibit C, attached

Tax Parcel No. 03102120060300

Exhibit B

Legal Description of Adjusted Parcel 03102120060200

A parcel of land in the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 21, Township 3 North, Range 10 East of the Willamette Meridian, in Skamania County, State of Washington;

Beginning at the Northwest corner of Lot 3 of the Cassell Short Plat, recorded in Book 3, Page 36 of the records of Skamania County;

Thence along the West line of said Lot 3 South $00^{\circ}52'55''$ West, a distance of 9.22 feet to a point of cusp on a curve concave to the southwest having a radius of 55.00 feet and a central angle of $100^{\circ}21'14''$ and being subtended by a chord which bears South $39^{\circ}54'26''$ East 84.48 feet;

thence southeasterly along said curve, a distance of 96.33 feet;
thence South $09^{\circ}57'35''$ West, a distance of 304.94 feet to the beginning of a curve concave to the northeast having a radius of 25.00 feet and a central angle of $139^{\circ}35'51''$ and being subtended by a chord which bears South $59^{\circ}56'20''$ East 46.92 feet;

thence along said curve a distance of 60.91 feet to a point of cusp;

thence North $48^{\circ}30'58''$ East, a distance of 266.40 feet to a point of cusp on a curve concave to the northwest having a radius of 385.00 feet and a central angle of $24^{\circ}09'24''$ and being subtended by a chord which bears North $34^{\circ}39'52''$ East 161.12 feet;

thence northeasterly along said curve, a distance of 162.32 feet to a point of cusp;

thence North $37^{\circ}19'02''$ East, a distance of 85.17 feet;
thence North $79^{\circ}47'47''$ East, a distance of 5.90 feet to a point on the East line of said Lot 3;
thence North $00^{\circ}52'13''$ East, a distance of 15.91 feet;
thence North $89^{\circ}22'59''$ West, a distance of 390.84 feet to the Point of Beginning.

Containing 1.94 Acres, more or less.

Exhibit C

Legal Description of Adjusted Parcel 03102120060300

A parcel of land in the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 21, Township 3 North, Range 10 East of the Willamette Meridian, in Skamania County, State of Washington;

Commencing at the Northwest corner of Lot 3 of the Cassell Short Plat, recorded in Book 3, Page 36 of the records of Skamania County;

Thence along the West line of said Lot 3 South $00^{\circ}52'55''$ West, a distance of 9.22 feet to the Point of Beginning;

Thence South $00^{\circ}52'55''$ West, a distance of 430.74 feet;
thence South $89^{\circ}21'50''$ East, a distance of 390.93 feet;
thence North $00^{\circ}52'13''$ East, a distance of 424.19;
thence South $79^{\circ}47'47''$ West, a distance of 5.90 feet;
thence South $37^{\circ}19'02''$ West, a distance of 85.17 feet to the beginning of a curve concave to the northwest having a radius of 385.00 feet and a central angle of $24^{\circ}09'24''$ and being subtended by a chord which bears South $34^{\circ}39'52''$ West 161.12 feet;

thence southwesterly along said curve, a distance of 162.32 feet;
thence South $48^{\circ}30'58''$ West, a distance of 266.40 feet to the beginning of a curve concave to the northeast having a radius of 25.00 feet and a central angle of $139^{\circ}35'51''$ and being subtended by a chord which bears North $59^{\circ}56'20''$ West 46.92 feet; thence along said curve, a distance of 60.91 feet to a point of cusp;

thence North $09^{\circ}57'35''$ East, a distance of 304.94 feet to a point of cusp on a curve concave to the southwest having a radius of 55.00 feet and a central angle of $100^{\circ}21'14''$ and being subtended by a chord which bears North $39^{\circ}54'26''$ West 84.48 feet;

thence northwesterly along said curve, a distance of 96.33 feet to the Point of Beginning.

Containing 2.01 Acres, more or less.