

WHEN RECORDED RETURN TO:

STANLEY W. ANDERSEN

251 SPRAGUE LANDING RD.

STEVENSON, WA 98648

DOCUMENT TITLE(S)

TWO PARTY AGREEMENT

REFERENCE NUMBER(S) of Documents assigned or released:

ONE

[] Additional numbers on page _____ of document.

GRANTOR(S): ALBERT MCKEE

STANLEY W. ANDERSEN

[] Additional names on page _____ of document.

GRANTEE(S): ALBERT MCKEE

STANLEY W. ANDERSEN

[] Additional names on page _____ of document.

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

~~UNPLATTED~~ Gov. Lot 1 in SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec 29, T3N, R8 EWM

[] Complete legal on page _____ of document.

TAX PARCEL NUMBER(S):

~~2000~~ 03 08 29 0 0 2100 00

[] 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.

• TWO PARTY AGREEMENT

Albert McKee, 311 Sprague Landing Road, Stevenson, WA and Stanley W Andersen at 251 Sprague Landing Road, Stevenson, WA do hereby agree to the following:

Because Albert McKee and Stanley W Andersen, in 1984 were granted a Private Crossing Permit, located at Mile Post 56.81, contract number #9116056 LS 0047, station 1524+ 90 east of Stevenson, Skamania County, Washington, and because of severely restricted visibility at said crossing the Burlington Northern and Santa Fe Rail Road, Road Master, Mr. Scott Frederick has advised some safety measures be taken.

PERMIT HOLDERS, McKee and Andersen agree to the following conditions and restrictions: We acknowledge that the crossing is designated as "Private" and that The B N & SF Rail Road controls the crossing and its' use. The crossing permit was granted to allow McKee and Andersen vehicular access their properties. McKee may cross in his vehicle for the purpose maintaining and improving his waterfront property. Andersen and guests that must drive to the Andersen home, which is located South of the crossing are allowed to cross with caution. aem
JA

- Maintaining as much visibility as possible is the responsibility of the Permit holders. Brush cutters must stay 25 feet from the nearest rail. For the area within the 25 feet the Rail Road crews will be responsible.
- In the event a second home is built south of the crossing the owner must join McKee and Andersen in this agreement.

Albert E. McKee

Albert McKee

November 9, 2010

Stanley W. Andersen

Stanley W Andersen

November 9, 2010

Acknowledgment

STATE OF WASHINGTON, } ss.
County of Skamania

ACKNOWLEDGMENT - Individual

On this day personally appeared before me Stanley W. Anderson to me known
to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he
signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 9 day of November 2010

HEIDI B. PENNER
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
JANUARY 19, 2011

Heidi B. Penner
Notary Public in and for the State of Washington,
residing at _____
My appointment expires Jan. 19, 2011

STATE OF WASHINGTON, } ss.
County of _____

ACKNOWLEDGMENT - Corporate

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____
and _____ to me known to be the
____ President and _____ Secretary, respectively, of
_____ the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____
authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

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

Notary Public in and for the State of Washington,
residing at _____
My appointment expires _____

WA-46A (11/96)

This jurat is page 2 of 3 and is attached to 2-party agreement dated 11/9/10

STATE OF WASHINGTON, }
County of Skamania } ss.

ACKNOWLEDGMENT - Individual

On this day personally appeared before me Albert McKee to me known

to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 9 day of November 20 10.

HEIDI B. PENNER
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
JANUARY 19, 2011

Heidi B. Penner
Notary Public in and for the State of Washington,
residing at _____
My appointment expires Jan. 19, 2011

STATE OF WASHINGTON, }
County of _____ } ss.

ACKNOWLEDGMENT - Corporate

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ and _____ to me known to be the _____ President and _____ Secretary, respectively, of _____ the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____ authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

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

Notary Public in and for the State of Washington,
residing at _____
My appointment expires _____

WA-46A (11/96)

This jurat is page 3 of 3 and is attached to 2 party agreement dated 11/9/10