

After Recording, Return to:

Bradley W. Andersen

Schwabe, Williamson & Wyatt

700 Washington Street, Ste 701

Vancouver, WA 98660

**MUTUAL AND RECIPROCAL EASEMENTS**

*SCR 31999*

**Document:**

Mutual and Reciprocal Easement

**Reference numbers of related documents:**

**Grantor/Grantee:**

Gary R. Hegewald, Personal Representative of the  
Estate of Helen B. Hegewald

**Grantee/Grantor:**

Gary R. Hegewald, Personal Representative of the  
Estate of Helen B. Hegewald

**Abbreviated Legal Descriptions:** BK 32 PG 150; BK 42 PG 119; BK 43 PG 272

**Assessor's Property Tax Parcel Account Number(s):** 02-07-02-1-0-0100-00

02-07-02-1-0-0101-00

02-07-02-1-0-0102-00

**REAL ESTATE EXCISE TAX**

*N/A*

DEC 16 2010

PAID

*Vickie Clelland, Treasurer*  
SKAMANIA COUNTY TREASURER

## RECITALS

WHEREAS, the Grantor/Grantee, Estate of Helen B. Hegewald, by and through the Personal Representative, Gary R. Hegewald, ("Estate") owns three separate parcels legally described in the attached Exhibit "A" ("Parcel 100"), Exhibit "B" ("Parcel 101"), and Exhibit "C" ("Parcel 102");

WHEREAS, Helen B. Hegewald died testate/intestate and Gary R. Hegewald is the duly qualified and appointed Personal Representative of her estate by Order entered in Skamania County Superior Court Cause No. 08 4 00003 5 on February 29, 2008;

WHEREAS, Gary R. Hegewald in acting in his capacity as Personal Representative of the Estate of Helen B. Hegewald;

WHEREAS, the three Parcels are served by a private road ("Private Road") that is commonly known as Water Line Road;

WHEREAS; Parcel 100 is also served by a well ("Well") that is located within a well house ("Well House") together with electrical lines and water pipes located on Parcel 101;

WHEREAS, Parcels 100 and 101 also have, or will need, access to utilities across Parcels 100 and 102;

WHEREAS, on July 22, 2008 a survey map generally depicting the three Parcels, the Well House, and the Private Road was recorded with the Skamania County Auditor under Recording No. 2008170517;

WHEREAS; the Estate anticipates selling or otherwise developing the three Parcels and therefore needs to provide a means of ingress and egress, and utilities, to serve the three Parcels as well as to provide an easement for the home located on Parcel 100 to continue to be served by the Well located on Parcel 101.

WHEREFORE, the Estate, for itself, its heirs and assigns, and upon mutual consideration, hereby grants and conveys a non-exclusive easement ("Road and Utility Easement") for the benefit of Parcels 100 and 101, over and across Parcels 102 and 100 for ingress and egress, and utilities, and further agrees that the respective Parcels shall be held, transferred, sold, conveyed, and occupied subject to this Easement and that this Easements shall run with each of the Parcels and shall be binding upon all parties having or acquiring any right, title, or interest in the Parcels described above, and shall inure to the benefit of Parcels 100 and 101.

WHEREFORE, the Estate, for itself, its heirs and assigns, and upon mutual consideration, hereby grants and conveys a non-exclusive easement ("Well Easement"), for the benefit of Parcel 100, over and across Parcel 101 described herein, to use and maintain the Well and Well House, including all related water and electrical lines (collectively referred to as "Well Facilities"), except that the Grantor does not warrant where the Well Facilities exist or that they are located entirely upon the Estate's Property. The Well Easement is intended to run with and

## 1 - MUTUAL AND RECIPROCAL DECLARATION OF EASEMENT, CONDITIONS, COVENANTS AND RESTRICTIONS

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benefit Parcel 100 and is intended to burden and shall be binding upon all parties having or acquiring any right, title, or interest in Parcel 101 described above.

### RECRIPOCAL EASEMENTS

1. **Road and Utility Easement:** The Estate hereby grants and conveys a perpetual 40-foot wide non-exclusive Road and Utility Easement over and across the North 40 feet of Parcels 102 and 100 for the benefit of Parcels 100 and 101. The purpose of this easement is to permit utilities, and ingress and egress, to Parcels 100 and 102.

2. **Well Easement:** The Estate hereby grants and conveys a perpetual exclusive Well Easement over and across Parcel 101 for the benefit of Parcel 100. The purpose of this easement is to permit the residence on Parcel 100 to continue to access and be served by the Well Facilities located on Parcel 101. EXCEPT that the Grantor does not warrant where the Well Facilities are located, or that they are located entirely upon Parcel 101. The Grantor further does not warrant the quality, quantity, or even the legal rights associated with the Well. This easement further includes the right to access, maintain, repair, and/or replace the Well Facilities, except that the Easement Holder must repair any damage caused to Parcel 101 and cannot relocate any of the Well Facilities without the owner of Parcel 101's express permission. The owner of Parcel 101 may also, at any time and at their own expense, relocate any of the Well Facilities onto another portion of their property, provided they provide notice to the Easement Holder and take reasonable steps to minimize any disruption of service.

3. **Road Maintenance Agreement:** The parties' use and enjoyment of the Road and Utility Easement shall be subject to the Road Maintenance Agreement which was recorded with Skamania County on \_\_\_\_\_, 2010 under Skamania County Auditor No. \_\_\_\_\_.

4. **Indemnification/Hold-Harmless:** Each Parcel Owner shall indemnify and hold the other harmless from any and all liability associated with any of their use of this Easement, including any and all claims by their guests, family, invitees, customers, vendors, contractors, agents, lessees, and employees.

5. **Duration of Easement:** This Easement shall be perpetual in duration and the burdens and benefits of this Agreement shall run with the land benefited and burdened.

6. **Attorney Fees:** In the case either side hires an attorney to defend or enforce this Agreement, the prevailing party shall be entitled to their costs, including reasonable attorneys' fees, incurred in having to prosecute or defend their rights under the Agreement, whether or not a lawsuit is filed.

7. **Waiver:** The failure by either party at any time to require strict performance of any provision of this Easement shall not be a waiver of or prejudice the right to subsequently enforce that provision or any other provision of this Easement.

### 2 - MUTUAL AND RECIPROCAL DECLARATION OF EASEMENT, CONDITIONS, COVENANTS AND RESTRICTIONS

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8. **Successors and Assigns:** This Easement shall be binding upon and shall inure to the benefits of the successors and assigns of the parties hereto.

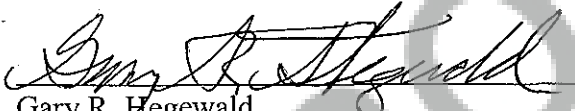
9. **Entire Agreement:** This Agreement, "including all exhibits," is the final expression of, and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented, or terminated, nor may any obligation hereunder be waived, except by written instrument signed by the waiving party. The parties do not intend to confer any benefits hereunder on any person, firm, or corporation other than the parties to this Easement.

10. **Governing Law:** The parties hereto acknowledge that this Agreement has been negotiated and entered into in the state of Washington. The parties therefore agree that this Easement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Washington.


11. **Warranties:** The warranties contained in this document bind only the Estate and not Gary R. Hegewald personally.

Dated this 6<sup>th</sup> day of DECEMBER, 2010.

**GRANTOR/GRANTEE:**

  
 Gary R. Hegewald  
 Personal Representative of the  
 Estate of Helen B. Hegewald

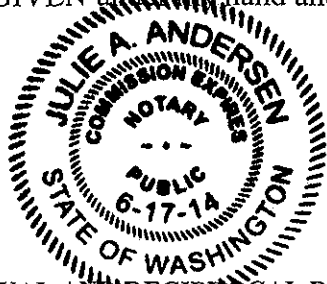
**GRANTEE/GRANTOR:**

  
 Gary R. Hegewald  
 Personal Representative of the  
 Estate of Helen B. Hegewald

STATE OF WASHINGTON )  
 ) ss.  
 COUNTY OF Stamania

On this day personally appeared before me, Gary R. Hegewald, Personal Representative of the Estate of Helen B. Hegewald, to me known to be the individual 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 6 day of December, 2010.





NOTARY PUBLIC in and for the State  
 of Washington, residing at Carson  
 My commission expires: 6/17/2014

EXHIBIT "A"  
(Parcel 100)

A tract of land in the Northeast Quarter of Section 2, Township 2 North, Range 7 East, of the Willamette Meridian, in the County of Skamania, State of Washington described as follows:

Beginning at the Northeast Corner of the Northwest Quarter of the Northeast Quarter of said Section 2; Thence South  $00^{\circ}15'22''$  East, a distance of 680.00 feet; Thence South  $89^{\circ}31'33''$  West, a distance of 590.00 feet; Thence North  $00^{\circ}15'22''$  West, a distance of 680.00 feet; Thence North  $89^{\circ}31'33''$  East, a distance of 590.00 feet to the Point of Beginning.

Except the East 70 feet of the North 500 feet of the Northwest Quarter of the Northeast Quarter of said Section 2.

EXHIBIT "B"  
(Parcel 101)

A tract of land in Section 2, Township, Range 7 East, of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at the Northwest Corner of Lot 4, of the George Christensen-Sam Melonas Short Plat, recorded in Book T of Short Plats, Page 18; Thence West along the North line of Felix Iman D.L.C. a distance of 82.34 feet to the East line of a tract of land conveyed to Skamania County by instrument recorded in Book 65, Page 461; Thence South  $89^{\circ}31'33''$  West 208 feet; Thence North  $0^{\circ}30'27''$  East 104 feet to the North line of said D.L.C.; Thence West along said North line 202.79 feet to a point; Thence South  $0^{\circ}15'22''$  East 500.07 feet to the Northwest Corner of a tract of land conveyed to Lawrence Hendrickson by Deed recorded in Book 68, Page 811; Thence North  $89^{\circ}35'11''$  East along said North line 492.24 feet to the West line of Lot 4 of the Short Plat recorded in Book T, of Short Plats, Page 18; Thence North  $0^{\circ}09'04''$  West along said West line 500.59 feet to the Point of Beginning.

Together with the East 70 feet of the North 500 feet of the Northwest Quarter of the Northeast Quarter of Section 2, Township North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington.

EXHIBIT "C"  
(Parcel 102)

A tract of land in Section 2, Township 2 North, Range 7 East, of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at the Northeast Corner of the Northwest Quarter of the Northeast Quarter of Section 2, Township 2 North, Range 7 East, Willamette Meridian; Thence West along the North line of said Section 2 a distance of 1055 feet, more or less, to the Easterly right-of-way line of the County road known as Red Bluff road (now Ryan Allen road); Thence Southeasterly along said right-of-way line to its intersection with the East line of the Northwest Quarter of the Northeast Quarter of said Section 2; Thence North along said Quarter line, a distance of 1400 feet, more or less, to the Point of Beginning.

Excepting there from the following:

Beginning at the Northeast corner of the Northwest Quarter of the Northeast Quarter of Section 3, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington; Thence South  $00^{\circ}15'22''$  East along the East line of the Northwest Quarter of the Northeast Quarter of said Section 2, a distance of 680.00 feet; Thence  $89^{\circ}31'33''$  West, a distance of 590.00 feet; Thence North  $00^{\circ}15'22''$  West, a distance of 680.00 feet; Thence North  $89^{\circ}31'33''$  East, a distance of 590.00 feet to the Point of Beginning.

Also Excepting there from the following:

A parcel of land in the Felix Iman D.L.C. in the West Half of the Northeast Quarter of Section 2, Township 2 North, Range 7 East, Willamette Meridian, described as follows:

Commencing at the intersection of the North line of the Baughman D.L.C. and the East line of said West Half; Thence North  $00^{\circ}40'57''$  East along the East line thereof 295.00 feet, to the True Point of Beginning; Thence North  $73^{\circ}52'27''$  West 83.95 feet to an existing rebar; Thence North  $4^{\circ}31'17''$  West 209.00 feet to an existing iron pipe; Thence North  $86^{\circ}20'55''$  East 100.16 feet to the East line of said West Half; Thence South  $0^{\circ}40'57''$  West 238.06 feet along said East line to the True Point of Beginning, which is also described in Deed recorded in Book 147, Page 928, Skamania County records.