

After Recording, Return to:
Bradley W. Andersen, Esq.
Schwabe, Williamson & Wyatt
700 Washington Street, Suite 701
Vancouver, WA 98660

**MUTUAL AND RECIPROCAL DECLARATION OF EASEMENT –
BEACH ACCESS**

Document: Mutual and Reciprocal Declaration of
Easement - Beach Access

Reference numbers of related documents:

Grantor/Grantee: Stanley W. Andersen, Trustee of the
Stanley W. Andersen Revocable Living
Trust

Grantee/Grantor: Albert E. Mc Kee,
a married man as his separate estate

Abbreviated Legal Descriptions: Lot 4 ANDERSEN SP BK 3/PG 143 SEE
3-8-29-2002 TL
And
COUNTY RD R/W 0.55 AC REMOVED
7/20/93 PHY IMP EX REMOVED 04 +
5,000

Assessor's Property Tax Parcel Account Number(s): 03082900200006 and 03082900210000⁹

RECITALS

WHEREAS, the Grantor/Grantee, Stanley W. Andersen, as Trustee of the Andersen Revocable Living Trust ("Andersen"), owns the real property legally described in the attached Exhibit "A" (the "Andersen Property");

WHEREAS, the Grantee/Grantor, Al McKee ("McKee"), owns the real property legally described in the attached Exhibit "B" (the "McKee Property");

WHEREAS, on August 20, 2010, the parties agreed to settle a certain dispute and lawsuit ("Settlement Agreement") entitled *Al McKee v. Stanley and Catherine Andersen* (Skamania County Superior Court Case No. 4-2-00155-4);

WHEREAS, as part of the consideration of that Settlement Agreement, the parties have agreed to convey to each other a non-exclusive easement to use the short driveway that accesses the Beach Front Easement ("Beach Front Area");

RECIPROCAL EASEMENT

1. Easement: Andersen and McKee grant and convey to each other a 12-foot wide perpetual non-exclusive easement over and across the Beach Access Road as described in Exhibit "D" prepared by Bell Design.

2. Purpose: The purpose of the Easement is to permit Andersen and McKee to access and maintain a Beach Access Road. Andersen has two parcels of land south of the Beach Access Road only one of which will be entitled to this easement. At the time he sells or develops the now vacant parcel, Andersen must designate in writing which parcel is the beneficiary of this easement and record this determination with Skamania County.

3. Permitted Use: Andersen and McKee will access the Beach Front Easement Area through this Easement only for purposes of maintenance of the Beach and picking up driftwood.

4. Maintenance: McKee shall be solely responsible for creating and maintaining the Beach Access Road EXCEPT that if Andersen causes any damage to the Road he will be responsible to repair and restore the Road.

5. Indemnification/Hold Harmless: Each side 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.

6. 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.

7. **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.

8. **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.

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


10. **Reviewed by the Parties:** The parties hereby represent that they have been represented by counsel of their own choosing with regard to this transaction and in the preparation of this document. Each of the parties further stipulates and acknowledges that they have read this Agreement and that they fully understand the terms and provisions and legal consequences of it.


11. **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.

DATED this 1ST day of MARCH, 2011.

GRANTOR/GRANTEE:

GRANTEE/GRANTOR:


Stanley W. Andersen, Trustee
Andersen Revocable Living Trust


Al McKee

TRUSTEE

STATE OF CALIFORNIA)
) ss.
 COUNTY OF KERN)

On Mar. 1, 2011 before me, Janis Bottorff, Notary Public, personally appeared STANLEY W. ANDERSEN who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

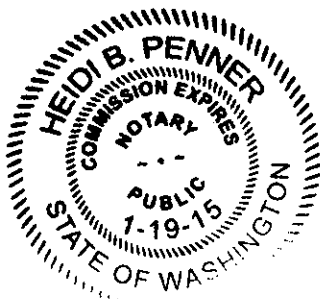
Janis Bottorff
 NOTARY PUBLIC SIGNATURE



STATE OF WASHINGTON)
) ss.
 COUNTY OF SKAMANIA)

On this day personally appeared before me, AL MCKEE, 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 9 day of March, 2011.



Heidi B. Penner

NOTARY PUBLIC in and for the
 State of Washington
 My commission expires: 1-19-15

Exhibit A

Government Lot 1, section 29, township 3- North, range 8 east of the Willamette Meridian in Skamania County, Washington.

Unofficial
Copy

EXHIBIT B

Albert McKee, and his deceased spouse, Judy McKee, assembled the real property which is commonly referred to as 311 Sprague Landing Road and Skamania County Tax Parcel Number 03082900210000 in three separate transactions. This parcel is considered one parcel and may not be subdivided under current Skamania County and Columbia River Gorge National Scenic Area land use regulations. The legal description of Mr. McKee's parcel, which is improved and being used for residential use, is as follows on the following three pages, all of which is situated in Skamania County, Washington:

A tract of land located in the Southwest Quarter of the Southwest Quarter (SW 1/4 of the SW 1/4) of Section 29, Township 3 North, Range 8 E.W.M., described as follows:

Beginning at the center of a culvert under the main track of the Spokane, Portland and Seattle Railway Co.'s right of way (culvert no. 56 + 78); thence in a northwesterly direction following the center of said culvert and the center of the channel of an unnamed creek 362 ft., more or less, to the center of the county road known and designated as the Mason Road; thence in a southwesterly direction following the center of said road 354 feet, more or less, to a culvert at an unnamed creek; thence S 40° east to the center of the main track of the railway right of way aforesaid; thence following the center of said track in a northeasterly direction to the point of beginning; EXCEPT the right of way acquired by the Spokane, Portland and Seattle Railway Company.

SUBJECT to easements and rights of way for public roads;

TOGETHER with the right and privilege to use and occupy in common with the grantors, their heirs and assigns, all that portion of the Southwest Quarter of the Southwest Quarter of the said Section 29 lying southerly of the railway company right of way aforesaid and fronting upon the Columbia River;

AND, TOGETHER with an easement and right of way for a water pipeline 1 inch in diameter and the right to take water from a certain spring located approximately 400 feet northeasterly from said premises; provided, however, that said easement and right to take water shall terminate and revert to the grantors whenever a public water supply is available for the premises first above described.

A tract of land located in the Southwest Quarter of the Southwest Quarter of Section 29, Township 3 North, Range 8 East of the Willamette Meridian described as follows:

COMMENCING AT the Northeast corner of the Northwest Quarter of the Southwest Quarter of said Section 29; thence South $1^{\circ} 14' 07''$ West 1560.47 feet to a set spike in road; thence continuing South $1^{\circ} 14' 7''$ West 332.86 feet to the centerline of an existing power line and the true point of beginning; thence South $67^{\circ} 30' 00''$ West along said centerline of existing power line 356.99 feet to the center of the channel of an unnamed creek thence Southeasterly along the center of the channel of the unnamed creek to the South line of the Southwest Quarter of the Southwest Quarter of said Section 29; thence Easterly along the South line of the Southwest Quarter of the Southwest Quarter to the Southeast corner of the Southwest Quarter of the Southwest Quarter; including that portion of the Southwest Quarter of the Southwest Quarter lying Southerly of the right of way acquired by The Spokane, Portland and Seattle Railway Co. and subject to flowage easement purchased by The United States Corps of Engineers; thence North $1^{\circ} 14' 07''$ East along the East line of the Southwest Quarter 730 feet more or less to the point of beginning;

EXCEPT the right of way acquired by The Spokane, Portland and Seattle Railway Company;

TOGETHER WITH an easement for ingress and egress over and across the existing road designated as Mason Road and over the existing county road designated as Sprague Landing Road.

That portion of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 29, Township 3 North, Range 8 East, W. M., Skamania County, Washington, being a portion of the same property described in Warranty Deed from W. J. Greer, et ux to the Portland and Seattle Railway Company filed for record June 28, 1906 in Book K of Deeds, page 26 in and for said County, described as follows, to-wit:

Beginning at a point on the East line of said SE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ distant 50 feet Southeasterly, as measured radially from The Burlington Northern and Santa Fe Railway Company's Main Track centerline, as now located and constructed; thence Southwesterly along a line drawn concentric with and 50 feet Southeasterly, measured radially from said Main Track centerline, a distance of 175 feet; thence South parallel with the East line of said SE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ to a point 150 feet Southeasterly, as measured radially from said Railway Company's Main Track centerline, as originally located and constructed; thence Northeasterly along said Railway Company's Southerly property line, being a line drawn concentric with and 150 feet Southeasterly, as measured radially from said Original Main Track centerline, to the East line of said SE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$; thence North along said East line to the Point of Beginning.

EXHIBIT C

Legal Description of a perpetual 12-foot wide easement for the purpose of mutual maintenance and access to a private beach on the Columbia River over Tax Parcel 03082900210000 & Tax Parcel 03082900200000, located in Section 29, Township 3 North, Range 8 East, of the Willamette Meridian, in Skamania County, State of Washington, said easement being more closely described by the following centerline;

Beginning at the intersection of a private drive and a beach access road, Station 6+35.40 as shown on Exhibit A,

Thence South 28° 00'00"East, 105 feet to the end of the easement.

EXHIBIT D

Legal Description of a perpetual 12-foot wide easement for the purpose of mutual maintenance and access to a private beach on the Columbia River over Tax Parcel 03082900210000 & Tax Parcel 03082900200000, located in Section 29, Township 3 North, Range 8 East, of the Willamette Meridian, in Skamania County, State of Washington, said easement being more closely described by the following centerline;

Beginning at the intersection of a private drive and a beach access road, Station 6+35.40 as shown on Exhibit A,

Thence South 28° 00'00"East, 105 feet to the end of the easement.