

After Recording, Return to:

BRADLEY W. ANDERSON, ESQ
SCHWABE, WILLIAMSON & WYATT
700 WASHINGTON ST, STE 701
VANCOUVER, WA 98660

**MUTUAL AND RECIPROCAL DECLARATION OF EASEMENT
Main Road Easement**

Document: Mutual and Reciprocal Declaration of Easement – Main Road Easement

Reference numbers of related documents:

Grantor/Grantee: Andersen Revocable Living Trust
Grantee/Grantor: Al McKee
Abbreviated Legal Descriptions: A parcel in Sec. 29, T3N, R8E, W.M.

Assessor's Property Tax Parcel Account Number(s): 03082900210000

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. 04-2-00155-4);

WHEREAS, as part of the consideration of that Settlement Agreement, the parties have agreed to convey to each other a non-exclusive easement for ingress, egress, and in the case of Andersen, a utility easement, to cross over and, in the case of Andersen's utility easement, under certain portions of each other's property;

WHEREAS, the location of this Easement is described in the attached Exhibits "C" ("Main Road Easement");

WHEREFORE, the parties, and each of them, for themselves, their heirs and assigns, and upon mutual consideration, hereby grant and convey to each other a non-exclusive easement ("Easement") over and across each other's Property as described in the attached Exhibit "C" for ingress and egress, and, in the case of Andersen, a utility Easement and agree that their respective Properties shall be held, transferred, sold, conveyed, and occupied subject to this Easements and that these Easements shall run with the land and shall be binding upon all parties having or acquiring any right, title, or interest in the Andersen Property or McKee Property or any part thereof, and shall inure to the benefit of each other.

RECIPROCAL EASEMENTS

1. **Easement:** Andersen and McKee shall have a perpetual non-exclusive easement over and across the Main Road Easement as described above, and as located in Exhibit "C."

2. **Purpose and Scope of Easements:** The purpose of these Easements is to permit Andersen to access his Property, including the Beach Front Property, and to maintain and repair utilities that run through the Easement, and for McKee to access his Property, including the Beach Front Property. The Easement shall, more or less, be about 15 to 20 feet wide, except that, in the area just north of the Burlington Northern Railroad Crossing, the Easement shall include a pull-out or parking area.

3. **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

3. **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.

4. **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 and is appurtenant to the properties described in Exhibits "A" and "B".

5. **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.

6. **Maintenance of Road:** Andersen shall be responsible to maintain the Main Road, except that, to the extent McKee causes any damages to the road, other than ordinary wear and tear, McKee shall be responsible to repair the road. Moreover, in the event the gate securing the Main Road must be repaired or restored, McKee shall be responsible for 20% of the costs and Andersen shall be responsible for 80% of the costs. If the parties disagree on whether the gate must be repaired or replaced, they shall submit the matter to arbitration before Judge James Ladley, and if Judge James Ladley cannot preside, and the parties cannot agree upon an alternative arbitrator, then they shall apply to the Skamania County Superior Court Judge for the appointment of an Arbitrator. The Arbitrator's decision shall be final and binding and the parties waive their right of appeal.

7. **Locked Gate:** The parties shall maintain a locked gate across the entry of the Main Road and shall, to the extent reasonably possible, keep the gate locked. The parties also agree to comply with the Court Order entered on March 29, 1984 in Skamania County Superior Court Case No. 7314. The Parties shall also comply with all of the conditions required of the Burlington Northern Railroad Crossing.

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. **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.

12. **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 28 day of DECEMBER 2010.

GRANTOR/GRANTEE:

GRANTEE/GRANTOR:

Stanley W. Andersen
Stanley W. Andersen, Trustee
Andersen Revocable Living Trust **TRUSTEE**

Albert E. McKee
Al McKee

STATE OF WASHINGTON)
COUNTY OF Kern) ss.

On this day personally appeared before me, STANLEY W. ANDERSEN, TRUSTEE OF THE ANDERSEN REVOCABLE LIVING TRUST, 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 _____ day of _____, 2010.

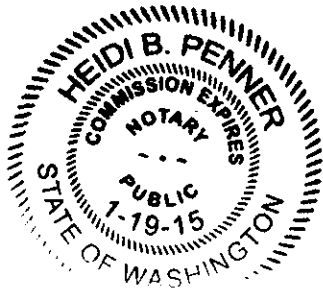
See attached CA Ack

NOTARY PUBLIC in and for the State
of Washington, residing at _____
My commission expires: 1-20-2012

STATE OF WASHINGTON)
COUNTY OF Stamania) ss.

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, 2010. 2011



Heidi B. Penner

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

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
COUNTY OF Kern)

On Dec 28 2010 before me, Janis Bottorff Notary Public
DATE INSERT NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

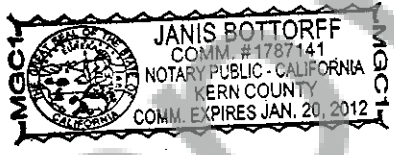
personally appeared, Stanley W Andersen

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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 (SEAL)
NOTARY PUBLIC SIGNATURE



OPTIONAL INFORMATION

THIS OPTIONAL INFORMATION SECTION IS NOT REQUIRED BY LAW BUT MAY BE BENEFICIAL TO PERSONS RELYING ON THIS NOTARIZED DOCUMENT.

TITLE OR TYPE OF DOCUMENT Mutual Recip Deal of Easement

DATE OF DOCUMENT _____ NUMBER OF PAGES _____

SIGNERS(S) OTHER THAN NAMED ABOVE _____

SIGNER'S NAME _____ SIGNER'S NAME _____

RIGHT THUMBPRINT

RIGHT THUMBPRINT

Exhibit A

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

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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 20 feet wide (20') easement for the purpose of maintenance and access over Tax Parcel 03082900210000 in favor of 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;

Commencing at the intersection of Sprague Landing Road and a private drive and henceforth known as Station 0+00: Thence along the centerline of said existing drive South 68°11'14" East, a distance of 95.73 feet to the intersection of said drive and the Northern boundary of Tax Parcel 03082900210000 and the Point of Beginning;

Thence along said drive the following courses;

South 16°45'57" East, a distance of 35.33 feet;
thence South 38°08'10" West, a distance of 137.06 feet;
thence South 20°10'41" West, a distance of 65.00 feet;
thence South 06°10'41" West, a distance of 85.00 feet;
thence South 17°49'19" East, a distance of 40.00 feet;
thence South 35°49'19" East, a distance of 112.50 feet;
thence South 42°22'08" East, a distance of 33.76 feet;
thence South 47°51'57" East, a distance of 31.02 feet to the intersection of said private drive and a beach access road, Station 6+35.40;
thence continuing along said private drive South 47°51'57" East, 39.61 feet to the West 1/16th line of Section 29, Township 3 North, Range 8 East and the end of the easement and Station 6+75.01.

EXCEPTING Railroad Right-of-way.