

After Recording, Return to:  
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Vancouver, WA 98660

**MUTUAL AND RECIPROCAL DECLARATION OF EASEMENT,  
CONDITIONS, COVENANTS AND RESTRICTIONS**

**Document:** Mutual and Reciprocal Declaration of Easement,  
Conditions, Covenants and Restrictions

**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  
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 to use and enjoy certain portions of each other's property that is adjacent to the Columbia River ("Beach Front Easement" or "Beach Front Easement Areas") and a non-exclusive easement to use the short driveway that accesses the Beach Front Easement ("Beach Access Road");

WHEREAS, the Beach Front Easement Area and the Beach Access Road are described in the attached Exhibits "C" and "D";

WHEREFORE, the parties, and each of them, for themselves, their heirs and assigns, and upon mutual consideration, hereby grant and convey to each other, subject to the following Conditions, Covenants and Restrictions ("CC&Rs"), a non-exclusive easement ("Easement") to use and enjoy the Beach Front Easement Area and the Beach Access Road as described above, and agree that their respective Properties shall be held, transferred, sold, conveyed, and occupied subject to this Easement and these CC&Rs, which 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 EASEMENT AND MUTUAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

1. **Easement:** Andersen and McKee shall have, subject to the CC&Rs contained in this Agreement, a perpetual non-exclusive easement over and across the Beach Front Easement Area and the Beach Access Road as described above.

2. **Purpose:** The purpose of these Easements is to permit Andersen and McKee to access, use, maintain, and enjoy the Beach Front Easement Area and Beach Access Road for recreational purposes.

3. **Conditions, Covenants and Restrictions:** The parties' use and enjoyment of these Easements shall be subject to the following:

a. **Recreational Use:** Andersen and McKee shall only permit friends and family to use the Beach Front Easement Area and/or the Beach Access Road---they cannot

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permit public or general access to the Property. Andersen and McKee shall provide the other with a list of those family members or guests that have permission to use these Easements, including those immediate family members that have access to the locked gate. Neither Andersen nor McKee shall provide anyone keys, or the access code, to the locked gate for the purpose of using these Easements, except for immediate family members (i.e. spouses and children). The Beach Front Easement Area and Beach Access Road shall only be used for recreational purposes and/or maintaining the property. No more than 20 people shall be allowed to use or occupy the Beach Front Easement Area or Beach Access Road at any one time except for special occasions such as McKee or Andersen family weddings or McKee or Andersen family baptisms. In these instances, the hosting party shall give the other party at least 30 days notice of the special occasion and will take reasonable steps to minimize any impacts. Any person using the Beach Front Easement Area or Beach Access Road shall keep the gate closed to prevent unauthorized use. Andersen and McKee shall be responsible to notify and inform their guests of these restrictions. The Parties shall cooperate with each other to design and post signs that will reasonably notify users of these CC&Rs.

b. **No Nuisances:** No unlawful, harmful, or offensive activities shall be carried on or upon the Beach Front Easement Area or Beach Access Road, nor shall anything be done or placed on these Easement Areas which interferes with or jeopardizes the enjoyment of, or which is a source of annoyance to, the other Party, including, but not limited to:

- i. No illegal activities;
- ii. No fires, except within a properly designed and lawful fire pit or fireplace or, if permitted by County Code, either party may burn brush as part of any general clean-up or maintenance of the Area provided they obtain any necessary permits;
- iii.
- iv. No excess drinking of alcohol or use of illegal drugs or activities;
- v. No fireworks;
- vi. No littering or leaving personal property on the Beach Front Area;
- vii. No causing any excessive or unreasonable damage to the Beach Front Easement Area, including damage to, or removal of, any of the trees, plants, or other vegetation, except as is reasonably necessary to maintain the Area;

c. **Time Limits:** No use of the Beach Front Easement Area or Beach Access Area shall be allowed after 11:00 p.m. Pacific Standard Time or before 5:00 a.m. Pacific Standard Time.

d. **No Trespassing:** No person or vehicle shall enter or remain on that portion of the Andersen Property that extends beyond the Beach Access Road or Beach Access Easement Area.

e. **Only Lawful and Permitted Uses Shall Be Allowed:** All uses and/or activities shall comply with all federal, state, and local laws and regulations. Any use or activity that requires government approval or permit shall not be allowed unless the required permits or

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approvals are obtained in advance of such use or activity. All uses shall comply with the Burlington Northern Crossing Permit and Conditions.

f. **Vehicle Use:** Except as provided in the Beach Access Easement related to maintaining the beach, no vehicles shall be permitted on the Beach Front Easement Area. In addition, no vehicles shall be permitted to park along any of the road easements ("Main Road" and/or "Beach Access Road") that provide access from Sprague Landing Road, **except** that, within the time restrictions listed above, no more than two vehicles may be parked just north of the Burlington Northern Railroad Crossing alongside the Main Road; provided these vehicles are parked in a manner that do not interfere with the use of the Main Road (at least a 12-foot wide passageway), and only if those vehicles are parked in conjunction with the occupant's recreational use of the Beach Front Easement. No overnight parking will be allowed.

4. **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.

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.

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. **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.

10. **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.

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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 1<sup>st</sup> day of MARCH, 2010.

**GRANTOR/GRANTEE:**

Stanley W. Andersen TRUSTEE  
Stanley W. Andersen, Trustee  
Andersen Revocable Living Trust  
California  
STATE OF WASHINGTON )  
COUNTY OF Kern ) ss.

**GRANTEE/GRANTOR:**

Albert E. McKee  
Al McKee

On this day personally appeared before me, Janis Bottorff, Notary Public, 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 1<sup>st</sup> day of March, 2010.

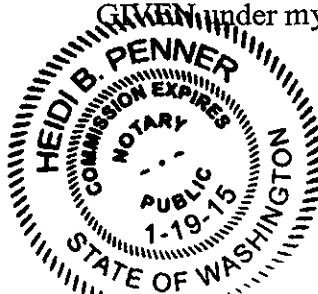


Janis Bottorff  
NOTARY PUBLIC in and for the State  
of Washington, residing at Ridgcrest  
My commission expires: 1-20-2012

STATE OF WASHINGTON )  
COUNTY OF San Juan ) 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 Carson  
My commission expires: 1-19-2015

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**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 north-easterly 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 easement for the purpose of mutual maintenance, access and use of 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 as follows:

All that area Westerly of a point which bears South 32° 51' 35" East, 33.56 feet from a 5/8" rebar and Red Plastic Cap monumenting the West 1/16<sup>th</sup> Line of Section 29, Township 3 North, Range 8 East, said Red Plastic Cap also being the Southernmost monument common to Tax Parcels 03082900210000 & Tax Parcel 03082900200000 and said Red Plastic Cap being 158 feet, more or less, North of the Southwest corner of Gov't Lot 1;

Said area being bounded by the Ordinary High Water Mark (OHWM) to the Northeast, the Columbia River to the Southwest, and the Railroad Right-of-way to the Northwest.