

107616

EASEMENT AGREEMENT

THIS IS AN AGREEMENT made between John Thomas Day and Shirley M. Day, husband and wife, and their marital community, ("Day"), and THE WAUNA LAKE CLUB, ("WLC"), a Washington corporation.

WHEREAS, John Thomas Day is the owner in fee of that property situated in North Bonneville, Skamania County, Washington ("Day Property") and legally described as follows:

A tract of land situated in the Southwest quarter of Section 14, Township 2 North, Range 7 East, W.M., Skamania County, Washington, acquired by Quit Claim Deed from the United States of America as reported on October 1, 1980 in Volume 78, page 768 of Skamania County record of deeds.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, and the forfeiture by Day of any and all claims concerning WLC's prescriptive easement across subject property, the parties covenant and agree for themselves, and their heirs, successors and assigns, as follows:

1. Access and Egress Easement from Day to Wauna Lake Club. Day grants and conveys to WLC, its members, guests, invitees and all tenants and licensees of WLC property or any part thereof as well as their invitees, licensees and others acting under their direction or control, a perpetual, non-exclusive, easement for purposes of ingress and egress, access and utilities on, over, under, and across the property described above. This easement provides WLC the right to use the roadway described as Wauna Lake Club road in the attached survey marked as Exhibit A, and more commonly known as Wauna Lake Club Road between the exit off of State Highway 14 on the southeast side of the Day Property for access and egress to the back portion of the Day Property running along the eastern border of the Day Property on to WLC property. This easement is subject to the condition that the roadway described above and in Exhibit "A" shall not be fenced, blocked, or obstructed in any way by Mr. Day, his heirs, successors, and assigns.

2. Maintenance of Easement Area. WLC shall bear the cost of maintenance and keeping in good repair that portion of the roadway area not subject to control by Skamania County. To the extent that Skamania County has obtained any legal right to said road, WLC does not question that right on the basis the County would continue to maintain said road in accordance with agreements previously entered into with WLC and/or any previous owners.

3. Covenants Running with the Land. The easements herein granted, the restrictions hereby imposed, and the agreements herein contained shall be easements, restrictions and covenants running with the land and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assignees, including, but without limitation, all subsequent owners of the Day Property and WLC Property and all persons claiming under them.

4. Entire Agreement. This agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them.

5. Notices. All notices and other agreements shall be in writing and delivered personally or mailed by certified mail, postage prepaid, return receipt requested, addressed to the parties at their last known addresses.

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6. Non-Waiver. No delay or failure by either party to exercise any right under this agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein. This conveyance shall in no way effect any prior conveyance to WLC by which they may be able to establish any additional legal rights to said road.

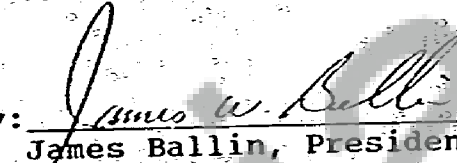
7. Headings. Headings in this agreement are for convenience only and shall not be used to interpret or construe its provisions.

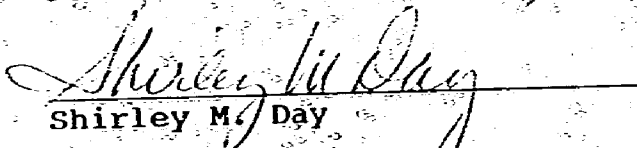
8. Governing Law. This agreement shall be construed in accordance with and governed by the laws of the State of Washington.

IN WITNESS WHEREOF, the parties hereto have executed the above and foregoing instrument this ____ day of July, 1989.

WAUNA LAKE CLUB


John Thomas Day

By: 
James Ballin, President



Shirley M. Day

STATE OF WASHINGTON)
:ss.
COUNTY OF SKAMANIA)

I certify that I know or have satisfactory evidence that John Thomas Day, signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 18 day of July, 1989.





Notary Public
My Appointment Expires: 8/1/91

STATE OF WASHINGTON)
:ss.
COUNTY OF SKAMANIA)

I certify that I know or have satisfactory evidence that James Ballin, President of Wauna Lake Club, signed this instrument and acknowledge it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 18 day of July, 1989.




Notary Public
My Appointment Expires: 12/1/92

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GARY M. OLSON
