## EASEMENT -

this agreement made and entered into this 3/w day of 1968, by and between WOODARD MARINA ESTATES, INC., a corporation, hereinafter called "Woodard" and KENNETH J. KADOW and DALLAS W. KADOW, husband and wife, hereinafter called "The Kadows";

## WITNESSETH:

WHEREAS, Woodard is the owner of the lake in Skamania Landing Subdivision, Skamania County, State of Washington; and WHEREAS, the Kadows are the owners of Lots 16 and 17, Block 3, Skamania Landing Subdivision, Skamania County, State of Washington;

NOW, THEREFORE, the parties agree as follows:

- l. For ten (\$10.00) dollars and other valuable consideration, Woodard does hereby grant, bargain, sell and convey unto the Kadows, their heirs, successors and assigns, a perpetual non-exclusive easement for the use and benefit of their aforesaid properties, to use and enjoy the lake for recreational purposes including boating, swimming and fishing and the Kadows agree for themselves, their heirs, successors and assigns, not to use the lake so as to interfere with the use and enjoyment of the lake by other property owners in Skamania Landing Subdivision.
- 2. For ten (\$10.00) dollars and other valuable consideration, Woodard does hereby grant, bargain, sell and convey unto the Kadows, their heirs, successors and assigns, a perpetual easement to build, maintain, use and enjoy a permanent swimming raft and permanent boat slip on the lake near the edge of the water directly in front of the Kadow properties and the Kadows, their heirs, successors and assigns, shall have the exclusive right to retain and use the swimming raft for the benefit of Lots 16 and 17, Block 3, Skamania Landing Subdivision and to

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Skamania County Treasurer

Page 1 - EASEMENT

retain and use the boat slip for the benefit of Lot 16, Block 3, Skamania Landing Subdivision. The Kadows agree at their own cost to construct and maintain these facilities in a good and workmanlike manner so as to retain the general beauty and use by others of the lake. The swimming raft will not exceed sixteen feet in length or width and the boat slip will not exceed ten feet in width.

- 3. Woodard does hereby grant, bargain, sell and convey to the Kadows, their heirs, successors and assigns, reasonable rights of ingress and egress over a reasonable portion of the lake and grantor's property between the Kadows' properties and the aforesaid facilities such that the Kadows, their heirs, successors and assigns, may have the reasonable enjoyment of the rights granted above.
- 4. It is understood that the easements granted hereunder shall perpetually run with the land and shall be binding
  upon the grantor, its successors and assigns and any person who
  shall hereafter acquire an interest in the aforesaid lake and
  shall forever benefit grantees, their heirs, successors and
  assigns and any person who shall hereafter acquire the beneficial
  title to the aforesaid Lots 16 and 17, Block 3, Skamania Landing
  Subdivision, Skamania County, State of Washington.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as the date first hereinabove written.

Kenneth J. Kadow

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Dallas W. Kadow

WOODARD MARINA ESTATES, INC.

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STATE OF Oregon ) ss County of Nashinglan )

On this day personally appeared before me Kenneth J. Kadow and Dallas W. Kadow, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand an official seal this 3/s/

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Many a Clark

Notary Public in and for the State
of Oregon

Residing at Milliton

My Commission expires May 4, 1972

County of Washington

SS.

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On this 3/4 day of July 1968 before me personally appeared Cliff Markensen

to me known to be the president of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the date first hereinabove written.

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Mary Clark
Notary Public in and for the State
of Oregon

Residing at Wielstono
My Commission expires May 4, 1972

Page 3 - EASEMENT