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83 PAGE 199

AGREEMENT FOR USE OF RIGHT-OF-WAY

THIS AGREEMENT is made and entered into by and between JAMES H. CASSELL, hereinafter called "CASSELL", and SKAMANIA COUNTY PUD #1 (PUD), and SDS LUMBER COMPANY (SDS).

W I T N E S S E T H:

WHEREAS, CASSELL owns certain real property in Skamania County, Washington, the legal description of which is attached hereto as Exhibit "A" and by this reference made a part hereof, and

WHEREAS, PUD and SDS on occasion have need to use a right-of-way over and across the land owned by CASSELL, now, therefore,

IT IS AGREED between the parties, as follows:

1. Cassell allows SDS and PUD the right to use a certain roadway twenty feet in width across his premises as described in Exhibit "A".

2. It is acknowledged that this use is granted to each party herein personally and exclusively and said right shall not be assigned without the prior written consent of Cassell.

3. It is the desire of all parties to keep Cassell's property private and not open to public access or to the public in general.

4. Each of the parties to this Agreement who are users of the roadway acknowledge that there shall be gates maintained at both points of entry of the roadway as it enters upon the

83-200

Cassell property and at such other points as may be designated by Cassell. Each gate will be locked with both Grantor and permitted users having access to each gate. The parties to this Agreement who are users agree to keep the gates closed and locked at all times, and further agree to keep the roadway and portions of private property adjacent thereto clean and orderly.

5. Use of this roadway by the parties herein shall in no way mean to be an invitation by Cassell to them or their employees or agents to use the property and each party shall indemnify and save Cassell harmless from any claims by themselves, their agents, employees or third parties for damages or injuries incurred as a result of the exercise of this use Agreement.

6. This Agreement will cease and come to an end as to SDS upon its ceasing to do business, or upon its selling of its adjacent property, or by such other agreement between the parties. This Agreement shall terminate as to PUD when it ceases to do business or when it no longer has need for access to service equipment or its customers on Underwood Mountain or by further agreement between the parties.

DATED this 10 day of
January, 1984
SKAMANIA COUNTY PUD #1

By: William J. J.
Manager

DATED this 27 day of
January, 1984
SDS LUMBER COMPANY

By: Bruce R. S.
Pres.

DATED this 7 day of
FEBRUARY, 1984

By: James H. Cassell

BOOK 83 PAGE 201

STATE OF WASHINGTON)
COUNTY OF SKAMANIA) ss.

On this day personally appeared before me, WILLIAM F. YEE, to me known to be the Manager of SKAMANIA COUNTY PUD #1, who 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 the said instrument.

GIVEN under my hand and official seal this 10th day of January, 1984.

Gayle L. Ferguson
Notary Public in and for the
State of Washington, residing
at Stevenson

STATE OF WASHINGTON)
COUNTY OF Stikinit) ss.

On this day personally appeared before me, Bruce R. Stevenson, to me known to be the President of SDS LUMBER COMPANY, who 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 the said instrument.

GIVEN under my hand and official seal this 27th day of January, 1984

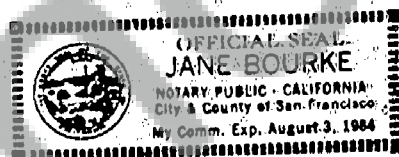
Christy M. Henkle
Notary Public in and for the
State of Washington, residing
at White Salmon

83 PAGE 202

STATE OF CALIFORNIA)
CITY AND : ss.
COUNTY OF SAN FRANCISCO)

On this day personally appeared before me, JAMES H. CASSELL, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me 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 7th day of February, 1984.



Jane Bourke
Notary Public in and for the
State of California, residing
at San Francisco

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EXHIBIT A

A certain roadway 20 feet in width across the Northwest Quarter of the Northeast Quarter and the Northeast Quarter of the Northwest Quarter of Section 20, Township 3 North, Range 10 East of the Willamette Meridian, more particularly described as follows, to wit:

Entering the above stated property on its Northern boundary 180 feet West of the Northeastern corner, thence South 25° 44' West 50 feet, thence South 35° 58' West 156.8 feet, thence South 22° 20' West 106.7 feet, thence South 35° 45' West 140.4 feet, thence South 47° 11' West 141.2 feet, thence South 30° 53' West 173.6 feet, thence South 51° 21' West 185.1 feet, thence South 60° 58' West 167.6 feet, thence South 71° 09' East 117.5 feet, thence South 78° 19' East 279.0 feet, thence South 86° 17' East 175.0 feet, thence South 78° 46' East 232.7 feet, thence South 86° 26' East approximately 120 feet to the Eastern boundary of said boundary.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Clatsop, Oregon, this 1st day of May, 1984.

Notary Public for the County of Clatsop, Oregon

Jan Kitzinshis

OF Clatsop County, Oregon

AT 2:55 P.M. 2/6 84

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Jerry M. Olson

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Notary