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BOOK 126 PAGE 803

After recording return to:

Larry Juday
1111 Main Street, Sixth Floor
Vancouver, Wa

9112180215

LOGGING ROAD USE AGREEMENT



Effective Date:

Parties: The Williams Family, hereafter referred to as "Grantor"
Ray W. Engel, hereafter referred to as "Grantee".

RECITALS:

A. Grantor is owner of certain real property located in Skamania County, Washington referred to herein as the Williams Family Property and legally described as follows:

The Northwest quarter of the Southwest quarter, Section 33, Township 2 North Range 6 East W.M.

B. Grantee occupies an unsurveyed five (5) acre parcel of land situated in the Northeast portion of a forty (40) acre parcel of land located in Skamania County, Washington, referred to herein as the "Louise A. Engel Property" and legally described as follows:

Southwest quarter of Southwest quarter (S.W. 4 S.W. 4) of Section 33, Township 2 North Range 6 E.W.M.; said tract containing 40 acres, more or less.

C. Grantee desires to use, for his personal benefit and convenience, an unimproved logging road ("the road") located on the Eastern one-half of the Williams Family Property and running generally North-South between Franz Road and the Southern boundary of the Williams Family Property. The road is depicted on the attached diagram which is incorporated into this instrument by this reference.

AGREEMENT

1. Grantor, in consideration for services rendered by Grantee, receipt of which is hereby acknowledged, hereby grants to Grantee the use of the above-described unimproved logging road.
2. The parties intend and agree that use granted by this instrument shall be for Grantee's personal benefit in gaining convenient access to the above-described land occupied by Grantee. for the personal benefit of Grantee.
3. The parties agree that the use granted by this instrument is not for the benefit of the five (5) acre parcel of land Grantee occupies, nor for the benefit of the Louise A. Engel Property, nor

LOGGING ROAD USE AGREEMENT-1

Registered
Indexed, Dir
Indirect
Filed 1/15/92
Mailed

DA
SAUNDRA WILLING
TREASURER OF SKAMANIA COUNTY
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2-C-33-1300

any portion thereof. The parties further intend that the use granted by this instrument shall not be construed in any legal proceeding as an easement appurtenant, and shall not be in any way transferred, conveyed, or assigned by Grantee, his heirs, assigns or successors in interest.

4. Grantee acknowledges that there now exists a primary means of access for ingress/egress to the five (5) acre parcel of land Grantee occupies and that the road use granted by this instrument is not necessary for the proper use and enjoyment of the property occupied by Grantee.

5. The road use granted to Grantee by this Agreement shall terminate upon the death of Grantee, or the sale of the Louise A. Engel Property, or at such time that Grantee no longer personally occupies the five (5) acre parcel described herein, whichever event shall first occur.

6. The road is not for use by other owners, occupants or tenants of the land occupied by Grantee, or for use by the owners, occupants or tenants of the Louise A. Engel Property. Grantor, their assigns, transferees and successors in interest, shall have the right to terminate this Agreement upon Grantee's failure to comply with the conditions and restrictions set forth in this Agreement.

7. In the event that either party to this Agreement should be required to secure the services of an attorney to protect or enforce rights granted hereunder, the losing party shall pay the reasonable attorney fees of the prevailing party, together with costs of suit.

DATED this 12 day of 12, 1991.

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A. Clyde Williams
A. Clyde Williams for the
Williams Family, Grantor

Ida Altringer
Ida Altringer for the Williams
Family, Grantor

Marilyn Portwood
Marilyn Portwood for the Williams
Family, Grantor

Ray W. Engel
Ray Engel, Grantee

STATE OF WASHINGTON)
) :ss
 County of Clark)

I certify that I know or have satisfactory evidence that A. CLYDE WILLIAMS signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

DATED this 21st day of Oct, 1991.



Randy J. Lightfoot
 Notary Public for Washington
 My commission expires.

STATE OF WASHINGTON)
) :ss
 County of Leaves ~~Clark~~)

I certify that I know or have satisfactory evidence that IDA ALTRINGER signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

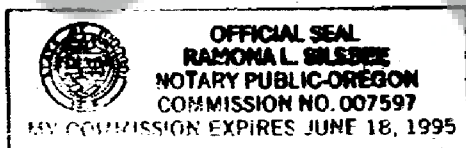
DATED this 15 day of Oct, 1991.

Helene N. [Signature]
 Notary Public for Washington
 My commission expires Mar 1992
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STATE OF Oregon ~~WASHINGTON~~)
) :ss
 County of Multnomah ~~Clark~~)

I certify that I know or have satisfactory evidence that MARILYN PORTWOOD signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

DATED this 29th day of October, 1991.

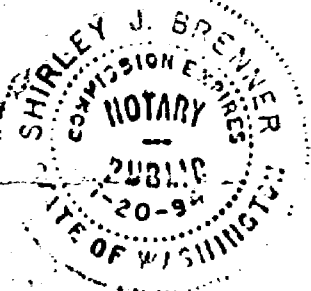


Ramona L. Silsbee
 Notary Public for Washington
 My commission expires: 6-18-95

STATE OF WASHINGTON)
County of ^{Skamania} ~~Clark~~) :ss

I certify that I know or have satisfactory evidence that RAY W. ENGEL signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

DATED this 12th day of December, 1991.



Shirley J. Brenner
Notary Public for Washington
My commission expires: 12-20-94

DEC 18 4 45 PM '91

ELIZABETH LUCE

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