

Otho H. Miller to The Skamania Co-Operative Telephone Association.

This Indenture, made this 1st day of Oct. 1908, between Otho H. Miller and Mollie M. Miller, his wife, of Skamania County, Washington, parties of the first part, and The Skamania Co-Operative Telephone Association, party of the second part,

Witnesseth, that for and in consideration of the sum of twenty dollars, lawful money of the United States, to them in hand paid by the party of the second part, the said parties of the first part have bargained, sold, granted and conveyed and by these presents do bargain, sell, grant and convey unto the said party of the second part a right of way for a telephone line on, over and across the following described property, situate in Skamania County, Washington, to-wit; Lots one (1) and two (2) in section twenty (20) township one (1) north of range five (5) east of T.M. The said right of way to consist only of so much land as necessary for the construction and maintenance thereon of a telephone line, and to follow the Columbia River north of, and not more than forty (40) feet distant from, the right of way of the Spokane, Portland and Seattle Railway Company, as the same is now located across the said premises.

To Have and to Hold the said right of way unto the said party of the second part, and to its successors and assigns, forever.

And the said parties of the first part hereby covenant and agree that the said party of the second part or its successors or assigns, may construct and maintain a telephone line upon the said right of way, and they hereby waive all claims for damage for and on account of the same.

And the said parties of the first part further covenant and agree that the said second party may leave its present telephone line as now located across the above described premises for the period of one year from the date hereof. Provided, that the said parties of the first part shall in no wise be held responsible for damage that may accrue to the said telephone line because of its being so located. It is agreed, however, by the said parties of the first part that should they or their agents or servants tear down the said line by falling timber thereon or otherwise, they will repair the same to the best of their ability so that the service of the said line shall not be destroyed.

And the said parties of the first part hereby covenant and agree that the said party of the second part may leave

the said line as now located, subject to the above conditions, after the period of one year, above specified, until they shall have given the said party of the second part three months notice in writing, to remove the same.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of

Thos. S. Keep.

L. M. Keep.

Otho H. Miller (Seal)

Mollie M. Miller (Seal)

State of Washington }

County of Blaine }⁹³

I, Thos. S. Keep, a Notary Public in and for said state, do hereby certify that on this 1st day of Oct. 1908 personally appeared Otho H. Miller and Mollie M. Miller, his wife, to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free act and deed for the uses and purposes therein specified.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Notarial)
(Seal)

Thos. S. Keep.

Notary Public, in and for the State of
Washington, residing at Washougal.

Filed for record by A. C. Sly on Oct. 3, 1908 at 3:50 P.M.

A. Fleischhauer

County Auditor.

By E. Swisher - Deputy.