

SKAMANIA COUNTY, WASHINGTON

Filed for record May 24, 1938 at 11-45 a.m. by Grantee.

M. L. J. J. J.
Skamania County, Clerk-Auditor.

#25694

Otis Shepardson et ux to T. A. Ryan

RIGHT OF WAY

THIS INDENTURE, Made this 14 day of May, 1938, between Otis Shepardson and Edith Shepardson, his wife, parties of the first part, and T. A. Ryan, his heirs and assigns, party of the second part: WITNESSETH

That the said parties of the first part, for and in consideration of the sum of Six Hundred (\$600.00) Dollars, to them in hand paid, receipt of which is hereby acknowledged, do hereby grant to the party of the second part, his heirs and assigns, the right and authority to enter upon and to construct and maintain a logging road, forty feet in width, over and across the following described premises, to-wit:

The Southwest Corner of Lot Four (4), Section Twenty Seven (27), Township three (3), North Range Eight (8), East of the Willamette Meridian, Skamania County, State of Washington, following that certain survey heretofore made over said right of way, the courses and distances of which are set out in Exhibit "A" hereto attached and made a part hereof,

TO HAVE AND TO HOLD the said right of way unto the said party of the second part, his heirs and assigns, for the purpose of transporting logs by truck, for a period of five years from the date hereof.

It is further understood and agreed that at the termination of this agreement, the party of the second part, or his heirs or assigns, shall remove all debris and other materials which may be deposited or placed on said right of way.

It is further understood and agreed that the party of the second part, or his heirs or assigns, shall not cause any damage to or remove any timber on the said premises hereinbefore described, with the exception of certain trees in the right of way.

It is also understood and agreed that the right to the easement herein granted shall include the right to construct and maintain a rollway, but that the same shall be removed at the termination of this agreement.

It is understood and agreed by the parties hereto that the party of the second part shall have the right to assign and transfer his rights hereunder to a corporation or company, provided the second party is to be in active control and management of said company or corporation, and provided further, that said assignment shall in no way relieve the party of the second part from any of the terms and conditions of this agreement.

Otis Shepardson
Edith Shepardson
Parties of the first Part

Approved as to form
By J.T.W.

T. A. Ryan
Party of the Second Part

STATE OF WASHINGTON)
County of Cowlitz.) ss.

THIS IS TO CERTIFY, That on this 14 day of May, 1938, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Otis Shepardson and Edith Shepardson, his wife, and T. A. Ryan, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.