

Agreement
19256

Hugh B. Smith, et ux to Gust Melonas

THIS AGREEMENT MADE AND ENTERED INTO By and between Hugh B. Smith and Ida F. Smith, his wife, parties of the first part and Gust Melonas, party of the second part, witnesseseth;

Whereas, the party of the second part is the owner of a certain tract of land in Skamania County, Washington, known as "Rock Creek Island" located in sec 1 tp 2 N-R 7 E. W.M., and the parties of the first part are the owners of the land north of said land and between it and the public highway known as the North Bank Highway;

And, whereas, there is no feasible outlet from said Rock Creek Island, except over the land of the parties of the first part to the said North Bank Highway;

And, Whereas, the party of the second part, and his predecessors in interest have used a certain road over and across the lands now belonging to the first parties, and above mentioned for many years past;

And, whereas, it is desirable that the rights of the parties to the use of said road, and the burdens imposed thereby, should be defined;

Therefore, in consideration of the premises and in consideration of the sum of one dollar to the parties of the first part in hand paid by the party of the second part, it is hereby agreed between the parties as follows:

That the said party of the second part, his heirs and assigns, shall have the perpetual right to use the road now existing and established from the Rock Creek Railroad Bridge of the S. P. & S Ry Co over and across the property belonging to the parties of the first part to the North Bank Highway to the same extent as the same has heretofore been used.

That the use of said road by the party of the second part, and his predecessors in interest, has been, and the same shall continue to be as follows;

The parties of the first part may maintain gates across said road which shall at all times be closed when said road is used by the party of the second part, his agents or employees.

That said road shall not be used for the passage of cattle or other animals in herds or flocks; provided, that whenever it becomes necessary to drive such animals along said road there may be taken at one time only such number as can be fully controlled so as to keep them from trespassing upon adjacent cultivated, meadow or hay land, and the party of the second part shall in any event be responsible for any damage said animals might do to the premises of the first parties by reason of any trespass upon such adjacent lands.

That said road follows for some distance close to the bank of Rock Creek. In case of destruction thereof by reason of erosion or cutting of the bank of said creek, said road may be moved sufficiently to permit of feasible location on the high ground; provided, however, that in case of an unusual freshet or flood which shall so destroy the bank of said creek as to require a considerable change of said road, such re-location shall be made upon agreement of the parties, and in case said parties shall be unable to so agree, such re-location shall be made by two persons, one of whom shall be selected by each party, and in case said persons cannot agree they shall select a third person to make such re-location.

In Testimony Whereof the parties have executed these presents in duplicate this 31st day of October 1928.

Hugh B. Smith (Seal)

Ida F Smith (Seal)

Gust J. Melonas (Seal)

STATE OF WASHINGTON
County of Skamania

ss

I, Raymond C. Sly, a Notary Public in and for the state of Washington do hereby certify that on this 31st day of October 1928 personally appeared before me Hugh B. Smith and Ida F. Smith, his wife, to me known to be the individuals described in and who executed the within and 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 Testimony Whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Notarial Seal)

Raymond C. Sly
Notary Public for Washington
residing at Stevenson therein.

Filed for record by Gust Melonas of Stevenson, Wash at 12:00 M., Nov. 10, 1928.

H. C. Chas.
Auditor,

15369

B. A. Haffey, et ux to W. T. Mattison et ux

ASSIGNMENT

For and in consideration of the sum of \$1.00, to me in hand paid by W. T. Mattison, receipt whereof is hereby acknowledged, I, Bernard A. Haffey and Nellie May Haffey, his wife, do hereby sell, assign and set over to W. T. Mattison and Esther Mattison, his wife, their heirs and assigns the hereto attached agreement and easement consisting to a right of way across the following described property, to-wit: an easement to cross that portion of the William Haffey estate in Section Four (4), In Skamania County, State of Washington, Township One (1) North, of Range Five (5) East of the W. M. and in Section Thirty Three (33), Township Two (2) North of Range Five (5) East of the Willamette Meridian, which said agreement bears the date May 18, 1926. Signed and sealed this 18, day of December, 1928.

Witness our hands and seals.

WITNESS

E. J. Geiser

C. Guillema

Bernard A. Haffey

Nellie May Haffey

STATE OF OREGON,

COUNTY OF MULTNOMAH

ss.

Before me, a Notary Public for the State of Oregon, personally appeared Bernard A. Haffey and Nellie May Haffey, his wife, to me known to be the identical persons who signed the foregoing and acknowledged to me that they executed the within instrument as their free and voluntary act and deed for the purposes therein stated. Dated this 18, day of December 1928

(Notarial Seal)

E. J. Geiser
Notary Public for the State of Oregon.
My commission expires February 1, 1929
Cape Horn, May 18, 1926

I, Maggie Hanlon hereby Grant to Bernard A. Haffey & Nellie May Haffey their heirs and Assigns the right and privilege to go over and across the following described real estate situated in Skamania County, Wash: to-wit: All that portion of the William Haffey Estate now belonging to me, all being in Section Four (4) Township One (1) North of Range Five (5) East of W. M. and in Section Thirty-three (33) Township Two (2) North of Range Five (5) East of the Willamette Meridian.

The intention of this agreement is to grant to Bernard A. Haffey and Nellie May Haffey, their heirs and assigns a private right of way over and across the above des-