

DEED RECORD 30

SKAMANIA COUNTY, WASHINGTON

YAKIMA BINDER & PTO. CO. 173967

142.

the terms, covenants, and conditions of the aforementioned agreement, Fairhurst Lumber Company does hereby consent to the above assignment by O. P. Lewellen and Alice J. Lewellen his wife, of their rights and interests in said agreement/^{to}said Washington Veneer Company a corporation.

Dated this 28 day of June, 1944.

(Corporate seal affixed)

Fairhurst Lumber Company
By A. W. Fairhurst, Pres.

RIGHT OF WAY EASEMENT

This Agreement, made this 21st day of April, A. D., 1941 between E. H. Peterson, in her own, sole and separate right and Fairhurst Lumber Company, a corporation, Tacoma, Washington, parties of the first part, and O. P. Lewellen, Woodland, Washington, party of the second part,

WITNESSETH:

That in consideration of the sum of One (\$1.00) Dollar to them in hand paid, receipt whereof is hereby acknowledged, and the faithful performance of the terms and conditions hereinafter set forth, the parties of the first part do hereby give and grant to the party of the second part a Right of Way Easement not to exceed sixty (60) feet in width upon, over and across the holdings of the parties of the first part located in Section 20 and 29, Township 7, North Range 5 East of W. M. in Skamania County, Washington, for a private truck road to be used by the second party for its exclusive use for a period terminating ten (10) years from the date of this agreement.

The parties of the first part hereby expressly reserve unto themselves and their successors and assigns, the right to cross and recross said right of way at any place on grade or otherwise, with logging railways, logging roads, or other roads, ^{or} for any purpose incident to the ownership of the adjoining land, and also reserve the right that in the event they, or either of them, their successors or assigns, should desire to log the timber on any lands tributary to said right of way that they shall have the right to use said right of way and any road built over the same by the party of the second part for such purposes, and shall have the right to use the same in common with the party of the second part.

The party of the second part agrees to pay for all timber cut in building the road over said right of way at the rate of Two (\$2.00) Dollars per thousand.

The party of the second part hereby promises and agrees to indemnify and save harmless the first parties against any claims of third persons resulting from the occupation or use of said highway by the party of the second part, including loss or damage by fire or the spreading thereof to other lands from said highway.

It is agreed that this agreement or any interest therein shall not be assigned or transferred by the second party without the consent in writing of parties of the first part.

The second party likewise promises and agrees to faithfully observe and perform all laws and regulations of the State of Washington relating to the operation and use of rights of way and the control and management of timber slashings adjacent thereto.

The second party covenants and agrees to clear the right of way of all brush, slashings and debris created by the construction of a road thereon, including all debris which may have been deposited by it outside of the limits of the right of way, and to burn or otherwise dispose of the same in a manner satisfactory to the parties of the first part and to maintain the said truck road free and clear of all inflammable material at all times. The party of the second part also agrees to take all other reasonable precautions