

## DEED RECORD 30

SKAMANIA COUNTY, WASHINGTON

YAKIMA BINDERY &amp; PTO. CO. 173987

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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 for guarding against fire on the lands of the parties of the first part adjacent to the right of way, and if by reason of the use and occupancy of the right of way by the party of the second part, its employees or the public, fire should result and damage be caused thereby to the timber or other property of the parties of the first part adjacent thereto, then the party of the second part shall pay on demand to the parties of the first part for all such damages as may result therefrom.

The party of the second part covenants and agrees to seasonably pay the taxes on each forty acre tract of land within said sections above described over which said right of way may be located, beginning with the taxes becoming payable after January 1, 1943, and to continue payment thereof until the end of said term, or should the second party abandon the use of said right of way earlier, then up to the time of abandonment thereof.

This easement in any event shall terminate April 21, 1951 without further notice, provided, however, if the second party shall fail to keep, observe and perform the covenants and promises herein set forth, this agreement may thereon, on thirty (30) days' written notice to the second party, be cancelled and after the expiration of such thirty (30) days' notice, unless the defaults complained of have been remedied, this agreement will then be absolutely void and the second party shall have no further rights, and no further act or notice to be done or sent by the <sup>first</sup> parties shall be necessary.

In Witness Whereof, the parties hereto have executed this agreement in duplicate as of the day and year first above written.

Esther H. Peterson  
By Charles F. Peterson  
Her attorney in fact  
Fairhurst Lumber Company  
By A. W. Fairhurst, President  
Parties of the first part

O. P. Lewellen  
Party of Second part

Fairhurst Lumber Company Manufacturers and exporters. Lumber and building material

Tacoma, Washington  
April 25, 1942.

Mr. O. P. Lewellen  
Woodland, Washington.

Dear Sir: