

DEED RECORD No. 32

SKAMANIA COUNTY, WASHINGTON

YAKIMA BINDERY & PTO. CO. 188071

#38670

Leon P. Montchalin et ux et al to Vern Caldwell et al

THIS AGREEMENT, Made and entered into by and between Leon P. Montchalin and Beryl P. Montchalin, husband and wife, and John R. Montchalin and Emily Montchalin, husband and wife, parties of the first part, and Vern Caldwell & Clair R. Caldwell, parties of the second part,

WHEREAS, The parties of the first part have this day entered into an executory contract of sale with the parties of the second part whereby they have agreed to convey to the parties of the second part and the parties of the second part have agreed to purchase the following described real property in Skamania County, Washington, to-wit:

All of Section 35 and Southwest Quarter of Section 36, all in Township 3 North of Range 5 E.W.M.

and Whereas there is certain timber standing and being upon the property described in said contract that the parties of the second part desire to cut and remove,

NOW THEREFORE, If the parties of the second part shall make the payment of purchase price provided for in said contract, at the time and in the manner therein specified and shall keep and perform all the terms and conditions thereof, they shall and may have the right and privilege to construct and use a logging road over and across lands owned by the parties of the first part in Section 36, Tp. 3 N. R. 5 E.W.M., and Section 1, 11, 12, 14 and 23 in Township 2 N. R. 5 E.W.M., for a period of Ten (10) years from the date hereof, which said road may be used by the parties of the second part or by their heirs and assigns for the transportation thereover of all timber taken from the property described in the above mentioned contract or from any other property which the said parties of the second part or their assigns may acquire by purchase from the parties of the first part, without charge therefor. If the parties of the second part desire to use the said road for the transportation thereover of timber acquired by them from any other person or party other than the parties of the first part they shall pay to the parties of the first part for the transportation of such timber over said road the sum of \$.15 per thousand feet log measure. Said tolls to be based upon scale sheets for the timber so transported a duplicate copy of which shall be furnished to the parties of the first part.

The parties of the first part, their heirs, administrators, executors or assigns shall also have the right to use the road above mentioned, if and when constructed, for transportation thereover of any logs or timber products cut and removed from property now owned by them without any obligation on their part to pay toll or maintenance charge therefor.

Upon termination of this agreement all rights of the parties of the second part in and to the said easement, roadway or privilege of use thereof shall immediately cease and be determined without any act or declaration on the part of the parties of the first part being required.

Dated this 1 day of Dec., 1947.

Vern Caldwell
Party of the second part.
Clair R. Caldwell.

Leon P. Montchalin
Beryl P. Montchalin
John R. Montchalin
Emily Montchalin.

Filed for record December 2, 1948 at 3:00 p.m. by R. C. Sly.

John C. Wadsworth
Skamania County Auditor.

#38671

Federal Land Bank to Harry J. Card et ux

WARRANTY DEED

THIS INDENTURE, made this 3rd day of November, 1948, between THE FEDERAL LAND BANK OF SPOKANE, a corporation organized and existing under the Act of Congress known as the