

## DEED RECORD No. 32

SKAMANIA COUNTY, WASHINGTON

345

In Testimony whereof I have hereunto set my hand and affixed my official seal this 10th day of May, 1948.

(Notarial seal affixed)

Raymond C. Sly  
Notary Public for Washington  
Residing at Stevenson, therein.

Filed for record April 14, 1949 at 3:30 p.m. by Raymond C. Sly.

John C. Wachter  
Skamania County Auditor

#39089

Joe A. Robbins et ux to John C. Wachter et al

KNOW ALL MEN BY THESE PRESENTS that Joe A. Robbins and Anna M. Robbins, husband and wife, now and at the time of acquiring title to the equity of the property hereinafter described, parties of the first part, for and in consideration of One Dollar in hand paid do hereby GRANT and CONVEY unto John C. Wachter and Carl Krohn, their heirs and assigns, parties of the second part, and easement non exclusive, for a logging road, on, over, and across the following described real property in Skamania County, Washington, to-wit:

SE $\frac{1}{4}$  of NE $\frac{1}{4}$  and NE $\frac{1}{4}$  of SE $\frac{1}{4}$  of Section 27, Twp. 3 N. R. 7 E.W.M.  
W $\frac{1}{2}$  of SW $\frac{1}{4}$ , NE $\frac{1}{4}$  of SW $\frac{1}{4}$ , N $\frac{1}{2}$  of SE $\frac{1}{4}$ , and SE $\frac{1}{4}$  of SE $\frac{1}{4}$  of Section 21, Twp. 3 N.R. 7 E.W.M.  
NE $\frac{1}{4}$  of NE $\frac{1}{4}$ , SW $\frac{1}{4}$  of NE $\frac{1}{4}$  and NW $\frac{1}{4}$  of SE $\frac{1}{4}$  and S $\frac{1}{2}$  of SE $\frac{1}{4}$  of Section 27, Twp. 3 N.R. 7 E.W.M.

to be constructed upon the most feasible route.

The parties of the second part shall not be bound by acceptance of this easement to construct the said logging road, but in case they shall so do they shall have the right to transport over and across the same the merchantable timber standing and being upon the SE $\frac{1}{4}$  of Section 11, Twp. 3 N. R. 6 E.W.M. without any toll or other charges therefor; but in case they shall desire to transport thereover any logs or other timber products cut and removed from any other property they shall pay for the privilege of transporting the same over and across the lands of the parties of the first part the sum of 15 cents per thousand feet log measure. Such payment to be made to the parties of the first part within thirty days after the date the same are so transported across said lands.

It is understood and agreed that the interest of the parties of the first part in and to the real property over which this easement is granted is by virtue of contracts of purchase executed by the Treasurer of Skamania County, Washington, and that in case the parties of the first part shall fail to pay the installments of principal and interest upon said contracts before the same shall become delinquent, or shall become delinquent in any other respect with respect to the said contracts the parties of the second part shall have the right to make such payments or perform the terms thereof on behalf of the parties of the first part. In event the parties of the second part make such payments on account of said contract and the parties of the first part do not desire to reimburse them for such expenditure they will in such case convey their right, title, and interest in and to said premises and the contracts aforesaid to the parties of the second part in consideration of payment to them of the amount of money theretofore paid to the Treasurer of Skamania County by said parties of the first part on account of said contracts together with interest thereon at the rate of 6% per annum from the date of such payment.

The right and privilege conveyed hereby shall be limited to a period of five years from the date hereof and thereafter shall wholly cease and be determined.

IN TESTIMONY WHEREOF the parties hereto have hereunto set their hands and seals this 3rd day of December, 1947.

Joe A. Robbins (LS)  
Anna M. Robbins (LS)  
Parties of the first part

John C. Wachter (LS)  
Parties of the second part.