

DEED RECORD No. 33

SKAMANIA COUNTY, WASHINGTON

#41997

Verner C. Waggener et ux to Lester McConkey.

AGREEMENT FOR RIGHT OF WAY

THIS AGREEMENT Entered into this 26th day of December, 1950, by and between VERNER C. WAGGENER and MAY S. WAGGENER, husband and wife, hereinafter referred to as Grantors, and LESTER MC CONKEY, hereinafter referred to as Grantee,

W i t n e s s e t h:

THAT WHEREAS, the Grantors are the owners of the following described real property situated in Skamania County, Washington:

U. S. Lot No. 5, Section Thirty-two (32), Township 7, North Range 6 East, Willamette Meridian,

and,

WHEREAS, the Grantee is desirous of obtaining a right of way over said land for the purpose of transporting or hauling logs,

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements of the parties hereto, it is agreed as follows:

1. The Grantors do hereby grant to the Grantee for a period of ten years from the date hereof an easement for right of way purposes over the land described above, together with the privilege of cutting and using such timber on said land as the Grantee may require in the construction of roads and bridges in connection with said right of way.

2. Except as hereinafter noted, the Grantee will pay to the Grantors for such right of way at the rate of Fifty Cents (\$0.50) per thousand feet for all logs hauled by the Grantee, his agents and employees, over said land during said ten year period. Grantors agree that no fee or charge will be made for the use of said right of way in hauling logs cut and removed from the Southwest Quarter of the Southwest Quarter of Section 32, Township 7 N. R. 6 E., W.M. Skamania County, Washington.

Payments at the rate specified shall be made as follows:

a. For any logs hauled over said right of way and which have been logged by the Grantee for a third party or third parties, payment shall be made monthly during said logging operation, each payment to be made on or before the 10th day of each month for logs hauled over said right of way during the previous calendar month.

b. For any logs hauled over said right of way and which have been logged from timber purchased and paid for on a stumpage basis, payments shall be made monthly during said logging operation, each payment to be made on or before the 10th day of each month for logs hauled over said right of way during the previous calendar month.

c. For any logs hauled over said right of way and which have been cut from timber purchased outright by the Grantee, payments shall be based upon the cruise used at the time of such purchase and shall be paid in four equal installments, the first installment to be due and payable ninety days from the date of such purchase and ^alike installment due and payable every ninety days thereafter until paid in full.

3. It is agreed that the within easement for right of way purposes is not to be assigned or transferred without the written consent of the Grantors.

4. Grantee agrees to pay the taxes assessed against said real property as long as said real property is being used for right of way purposes by the Grantee. The grantee further agrees to furnish to the Grantors sufficient proof that said taxes have been paid within thirty days after said taxes are due and payable.

5. At the expiration of three years from the date hereof, Grantee will notify the Grantors in writing on or before January 2nd of each year thereafter that he will continue to use said land for right of way purposes during the said calendar year.

6. Grantors agree to maintain and defend said right of way against anyone, except