

44658

E A S E M E N T

THIS AGREEMENT made and entered into this 24th day of September, 1952 by and between LOUIS PEARSON and VERDIE V. PEARSON, husband and wife, of 3704 Southeast Sixteenth Avenue, Portland, Oregon, hereinafter designated as Pearson, and LEON P. MONTCHALIN, of Route 2, Washouak, Washington, hereinafter designated as Montchalin,

W I T N E S S E T H:

WHEREAS, each of the parties hereto is the owner of or in possession of certain lands over which the other desires an easement for road purposes,

NOW THEREFORE, for and in consideration of the mutual covenants herein contained, it is agreed between the parties as follows:

1. That Pearson shall have an easement for road purposes over the following described land situate in Skamania County, Washington:

The North one-half of the Northeast one-quarter of Section 9, township 2, north of range seven, East of the Willamette Meridian.

PROVIDED, HOWEVER, that the said Pearson shall have the privilege of hauling over said premises only timber, rock or mineral products originating in the Southwest quarter of section 4, township 2, north of Range 7, East of the Willamette Meridian, in said Skamania County, Washington. It is further provided that the rights of the said Pearson under this agreement shall not be assigned by Pearson, without the written consent of Montchalin. It is understood by the parties that the rights of the said Pearson hereunder shall expire July 14th, 1957, or at such earlier date as the rights of Montchalin shall cease under that certain easement for road purposes executed by Ora Rankin and Georgia Rankin to Leon P. Montchalin on the 14th day of July, 1952 and recorded under Auditor's No. 44256, in Book 35, page 306, records of Skamania County, Washington.



2. In consideration of the easement herein granted to Pearson by Montchalin, the said Pearsons hereby convey and grant to the said Leon P. Montchalin, an easement for road purposes over and across the following described real property situate in the county of Skamania, state of Washington:

The southwest quarter of section four, township 2, north of Range 7, East of the Willamette Meridian.

It is provided that this easement over said described land shall be exclusive in the said Leon P. Montchalin, his assigns or successors in interest for a period of five years from the date hereof.

3. Each of the parties hereto agrees to save the other party harmless from any and all claims of damage or liability arising from his use, operation, negligence or conduct in the use of his respective right of way and easement herein granted.

IN WITNESS WHEREOF the parties have hereunto set their hands the day and year first herein written.

Louis Pearson

Verdie V. Pearson

Leon P. Montchalin

WASHINGTON

STATE OF WASHINGTON)

County of CLARK) ss

On this day personally appeared before me Louis Pearson and Verdie V. Pearson, to me known to be, the individuals described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 24th day of September, 1952.



Jefferson B. Fuller
Notary Public for the State of Washington
residing at Camas therein.
My commission expires July 19, 1954

STATE OF WASHINGTON)

: ss

County of)

On this day personally appeared before me Leon P. Montchalin, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 24th day of September, 1952.

Jefferson T. Sullivan
Notary Public for the State of
Washington, residing at
therein.