

#43392

Amelia St. Martin to C. R. Yunker, et al

AGREEMENT FOR A RIGHT-OF-WAY

THIS INDENTURE, made this 15th day of November, 1951 by and between Amelia May St. Martin of Portland, Oregon, as party of the first part, hereinafter referred to as the grantor, and C. R. Yunker and Frank Birkenfeld as parties of the second part, hereinafter referred to as the grantees,

WHEREAS, the party of the first part owns in fee a parcel of land situate in Skamania County, Washington, described as follows, to-wit:

The North Half of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter of Section 22, Township 3 North of Range 8 East of the Willamette Meridian, and the Northwest Quarter of the Northwest Quarter of Section 27, Township 3 North of Range 8 East of the Willamette Meridian.

and

WHEREAS, for the consideration hereinafter named the party of the first part has agreed to grant to the parties of the second part a right-of-way over said real property above described, now this indenture, WITNESSETH:

That in consideration of the rentals hereinafter specified, the party of the first part hereafter grants unto the parties of the second part, their heirs and assigns, the free and uninterrupted use, liberty and privilege of, and passage in and along that certain roadway across the tract above described as it now exists in common with the party of the first part, her heirs and assigns, for the term of years hereinafter specified.

The term of this right-of-way shall be for a period of ten years from and after the date of this agreement and shall expire at midnight, November 25, 1961.

The consideration for said agreement is as follows: At the end of each calendar month from the date hereof, the grantees shall pay to the grantor a sum of money equal to 30¢ per M board feet, river scale, on all logs and timber taken across said right-of-way or any part thereof during said calendar month; that all logs and timber so removed shall be scaled in an accurate manner, and a copy of all scale tickets shall be furnished the grantor. The grantor shall at all times be kept advised as to where said logs are being sold, and in addition the grantees shall keep records of the timber cut, which records shall be made available for inspection by the grantor, her heirs and assigns at all reasonable times.

This right-of-way is for use in connection with the logging operations of the grantees, their heirs and assigns and shall be limited to such use; and the right-of-way shall be as the same is now located and shall be used with as little destruction to property and timber as possible. All merchantable timber located on the lands of the grantor which may be damaged or destroyed by the grantees shall be promptly paid for by them at the current price prevailing in that vicinity at the time of said damage or destruction.

The grantees agree to maintain said right-of-way in its present condition and to repair any damage done to it by them. Grantees may construct road in SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 22.

This right-of-way is not exclusive and is granted only to the grantees herein and to their employees; however, they shall have the right to assign or transfer this contract, but any such assignment or transfer shall not relieve them of their obligation to pay the rentals as herein specified.

The grantor also does by these presents hereby grant unto the grantees the right to use a tract of land for dumping timber approximately 150 feet square and located on the north bank of Big Wind River near the east line of the northwest quarter of the northwest quarter of said section 27 at approximately the same location as said log dump presently exists, reserving, however, unto the grantor a strip of land along the east side of said tract 20 feet in width, said twenty foot strip to border on the tract presently owned by

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one Otis Shepardson.

The grantees shall have the use of said tract for a like period of ten years from and after the date hereof, and the consideration thereof is the sum of \$1800.00 in hand paid, receipt whereof is hereby acknowledged.

The grantees shall have the right to make improvements upon said area as may be necessary for the installation of proper log dumping facilities and at the expiration of said term said log dump shall revert to the grantor, her heirs and assigns; provided, however, that the grantees shall have the right to remove any machinery or other personal property at the expiration of said term.

The grantees shall have the right to store logs in that portion of the still waters of Big Wind River belonging to the grantor and adjacent to the said tract leased for a log dump; provided, however, that no more rafts shall be permitted to remain there than may be reasonably necessary, and that they shall not be permitted to interfere with the use of the land or waters adjacent, or any log dumps which may be established nearby. Further, the use of said waters shall be limited as much as it is reasonably possible to the transporting of logs and not for the storing of same.

It is also agreed that the grantor, her heirs and assigns, shall have the right to use a right-of-way as it presently exists across the southeast quarter of the southwest quarter of said section 23, which property is presently owned by one of the grantees herein, to-wit: Frank Birkenfeld.

Upon the failure of the grantees to comply with any of the terms and conditions of this agreement, whether in connection with the use of the right-of-way or whether in connection with the use of the log dump, their rights herein shall cease and determine immediately and all rentals paid shall be retained by the grantor as liquidated damages for the breach of this agreement; provided, the grantor shall also have any cause of action which may accrue to her against the grantees for rentals then owing or because of any damage done by them to said right-of-way or the grantor's adjacent property.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands this date first above written.

AMELIA MAY ST. MARTIN

By Amedee St Martin
Her Attorney-in-Fact, Grantor.

Frank Birkenfeld

C. R. Yunker
Grantees.

STATE OF WASHINGTON)
) ss.
County of Clark)

On this 15th day of November, A.D. 1951, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Amedee St. Martin, to be known to be the individual who executed the foregoing instrument as attorney in fact of Amelia May St. Martin, therein described, and acknowledged to me that he signed and sealed the said instrument as such attorney in fact for said principal, freely and voluntarily, for the uses and purposes therein mentioned, and on oath stated that the power of attorney authorizing the execution of this instrument has not been revoked and that the said Amelia May St. Martin is now living.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

(Notarial Seal affixed)

Ned Hall
Notary Public for Washington,
residing at Vancouver, therein.

NO. 280 SKAMANIA COUNTY TRANSACTION EXCISE TAX PAID JAN 3 1952 AMOUNT Exempt COUNTY TREASURER BY Mabel J Jeter

Filed for record January 3, 1952 at 2-51 p. m. by R. J. Salvesen

John C. Masterson
Skamania County Auditor

#43427

E. Preston Ash et ux to Carl Krohn

OPTION TO LEASE REAL PROPERTY

THIS OPTION AND AGREEMENT made and entered into this 9th day of January, 1952, by and between E. Preston Ash and Gertrude Ash, husband and wife, hereinafter called the Optionor, and Carl Krohn, hereinafter called the Optionee, WITNESSETH:

For and in consideration of the sum of Ten Dollars in hand paid the Optionor hereby grants and gives to the Optionee the right and privilege to lease the following described real property located in Skamania County, State of Washington, to-wit:

Beginning at a point 116 feet southerly from the northwesterly corner on the westerly line of the Bradford D.L.C. in Section 11, Township 2 North, Range 7 E.W.M., said point being at the intersection of the westerly line of said Bradford D.L.C. and the south boundary line of State Highway No. 8 (as the same was established on the 19th day of January, 1915, said highway now being a county road) running southeasterly on the westerly line of Bradford D.L.C. 350 feet; thence south 71° east 554 feet; thence south 80° 30' east 279 feet; thence north 84° 30' east 300 feet; thence south 64° 22' east 300 feet; thence south 67° 40' east 322 feet; thence south 36° 28' east 100 feet; thence south 31° east 340 feet; thence south 40° 38' east 260 feet; thence south 76° 30' east 184 feet; thence north 42° east 600 feet; thence north 75° east 180 feet to the west line of the S.P.&S. right of way; thence northerly along the westerly line of the S. P. & S. right of way to intersection with the northerly line of the Bradford D.L.C.; thence in a northwesterly direction along the said northerly line of said Bradford D.L.C. to intersection with the east side of State Highway No. 8; thence following the easterly line of said State Highway in a southwesterly direction to the point of beginning.

RESERVING to the Optionor, however, the merchantable timber thereon and the right to sell and remove the same.

For the period of fifty years for the monthly rental of \$150.00, payable in advance on the 1st day of each and every month following that in which this option may be exercised; the Optionee to assume and pay for all unpaid taxes now or hereafter levied upon the said real property; in the event that this option be exercised; the Optionee, further, to have the right and privilege of erecting structures for dumping, rafting, and sawmilling operations on the said real property; PROVIDED that this option shall be exercised, if at all, on or before the 30th day of June, 1952, and on the failure of the Optionee to exercise this option on or before the 30th day of June, 1952, this option shall cease and determine and be null and void.

If the said option be exercised by the said Optionee, the Optionor covenants and agrees to make, execute and deliver to the Optionee a written lease for the aforesaid term and on the aforesaid conditions.

E. Preston Ash (SEAL)

Gertrude Ash (SEAL)

STATE OF WASHINGTON |
County of Skamania | ss.

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 9th day of January, 1952, personally appeared before me E. Preston Ash and Gertrude Ash to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

Robert J. Salvesen
Notary Public in and for the
State of Washington.