

RELIEVED FROM ANY AND ALL OBLIGATIONS OF PERFORMANCE THEREUNDER OF WHATSOEVER KIND, NATURE OR DESCRIPTION.

MORBY RIGHT OF WAY

THE SAID GRANTORS HEREIN DO HEREBY TRANSFER, CONVEY AND SET OVER UNTO THE SAID DRANO FLUME & LUMBER COMPANY ALL THE RIGHTS AND PRIVILEGES AND INTERESTS OF EVERY KIND, NATURE AND DESCRIPTION WHATSOEVER TRANSFERRED AND CONVEYED UNTO THEM IN AND BY ONE CERTAIN DEED OF RIGHT OF WAY MADE, EXECUTED AND DELIVERED BY JAMES MORBY AND ELLA MORBY, HIS WIFE, DATED DECEMBER 15, 1920, AND ACKNOWLEDGED BEFORE LAURA J. WALLACE, NOTARY PUBLIC FOR WASHINGTON, RESIDING AT COOK, WHICH SAID INSTRUMENT PERTAINS TO A RIGHT OF WAY GRANTED UNDER CERTAIN CONDITIONS ON, OVER, THROUGH AND ACROSS THE FOLLOWING DESCRIBED LANDS, TO-WIT:

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, IN SKAMANIA COUNTY, WASHINGTON.

TO HAVE AND TO HOLD THE SAME UNTO THE SAID DRANO FLUME & LUMBER COMPANY, ITS SUCCESSORS AND ASSIGNS FOREVER, AND THE SAID DRANO FLUME & LUMBER COMPANY, BY ITS ACCEPTANCE DOES UNDERTAKE TO PERFORM EACH AND ALL AND ANY AND ALL OF THE TERMS AND CONDITIONS UPON WHICH SAID RIGHT OF WAY IS GRANTED, WHICH TERMS AND CONDITIONS WERE IN SAID INSTRUMENT MADE TO BE PERFORMED BY SAID GEORGE BROUGHTON AND W. D. ARNOLD, AND THE SAID DRANO FLUME & LUMBER COMPANY DOES HEREBY UNDERTAKE THAT THEY, THE SAID GEORGE BROUGHTON AND W. D. ARNOLD, SHALL BE RELIEVED FROM ANY AND ALL OBLIGATIONS OF PERFORMANCE THEREUNDER OF WHATSOEVER KIND, NATURE OR DESCRIPTION.

SPECIAL USE PERMIT:

THERE IS HEREBY SOLD, ASSIGNED, TRANSFERRED AND SET OVER TO THE SAID DRANO FLUME & LUMBER COMPANY, A CERTAIN SPECIAL USE PERMIT, GRANTED BY THE UNITED STATES GOVERNMENT BY AND THROUGH F. H. BRUNDAGE, FOREST SUPERVISOR, AT PORTLAND, OREGON, WHICH SPECIAL USE PERMIT IS DATED AUGUST 6, 1919, AND WHICH WAS AND IS GRANTED UPON CERTAIN TERMS AND CONDITIONS SET OUT THEREIN TO BE PERFORMED BY THE SAID GEORGE BROUGHTON AND W. D. ARNOLD, AND THE SAID DRANO FLUME & LUMBER COMPANY DOES HEREBY UNDERTAKE, AND BY ITS ACCEPTANCE DOES UNDERTAKE, TO ASSUME AND PERFORM ANY AND ALL SUCH TERMS AND CONDITIONS INSTEAD OF AND FOR AND IN PLACE OF THE SAID GEORGE BROUGHTON AND W. D. ARNOLD, HEREBY RELEASING THEM FROM ANY AND ALL OBLIGATIONS OF WHATSOEVER KIND, NATURE OR DESCRIPTION.

PERRY LAND CONTRACT:

THE GRANTORS HEREIN DO HEREBY TRANSFER, SET OVER AND ASSIGN UNTO THE SAID DRANO FLUME & LUMBER COMPANY, AND THE SAID DRANO FLUME & LUMBER COMPANY, A WASHINGTON CORPORATION, DOES HEREBY ACCEPT, AND DOES HEREBY UNDERTAKE TO PERFORM IN ALL AND EVERY RESPECT SUCH DUTIES AND OBLIGATIONS AS WERE TO BE PERFORMED BY THE SAID GEORGE BROUGHTON AND W. D. ARNOLD, UNDER AND BY VIRTUE OF A CERTAIN WRITTEN CONTRACT MADE BY THE SAID GEORGE BROUGHTON AND SAID W. D. ARNOLD WITH ARTHUR V. PERRY AND ROBERT H. PERRY, OF LINCOLN, NEBRASKA, DATED THE 16TH DAY OF JULY, 1920, UNDER AND BY THE TERMS OF WHICH SAID CONTRACT IT IS RECITED THAT THE SAID ARTHUR V. PERRY AND ROBERT H. PERRY PURCHASED OR OBLIGATED THEMSELVES TO PURCHASE CERTAIN LANDS KNOWN AS THE DEHART, JOHNSON & HAYNES TRACTS, NEAR HOOD, IN THE STATE OF WASHINGTON, FOR THE SUM OF \$8500.00, AND IN AND BY WHICH SAID CONTRACT IT IS BARGAINED AND AGREED THAT IF THE CONTRACT OF JANUARY 26,