

106137

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SK-14977

QUITCLAIM DEED

GRANTOR, PUBLISHERS FOREST PRODUCTS, CO. OF WASHINGTON, a Washington Corporation, for and in consideration of One Million Two Hundred Two Thousand Dollars (\$1,202,000), conveys and quitclaims to ANE FORESTS OF LEWIS RIVER INC., a Washington corporation, all its interest, including after acquired title, in and to the following described real estate situated in Skamania County, Washington.

All of the real property described in Exhibit A attached hereto and incorporated herein by this reference.

Grantor reserves until December 31, 1991, the right to harvest timber on lands described on Exhibit B attached hereto. The terms and conditions of said reservation are as set forth in Schedule 1 to Exhibit B.

Dated this 8th day of November, 1988.

12359

SALESTATE EXCISE TAX

PAID 16106.80

By J. W. Deputy

RECEIVED

RECEIVED

PUBLISHERS FOREST PRODUCTS CO. OF WASHINGTON

By Raymond M. Luthy  
Raymond M. Luthy, Vice President

STATE OF OREGON )  
County of Multnomah ) ss.

On this 8th day of November, 1988, before me personally appeared Raymond M. Luthy, to me known to be the Vice President of Publishers Forest Products Co. of Washington, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses, and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year first above written.

SKAMANIA CO. WASH  
BY SKAMANIA CO. TITLE

Nov 9 2 23 PM '88

AUDITOR  
GARY H. OLSON

Notary Public for Oregon

My Commission expires: 4/27/90

Registered  
Indexed, Vir  
Indirect  
Filmed  
Mailed

Glenda J. Kimmel, Skamania County Assessor  
By: J. L. Parcel # 7-5-1600, 1800, 2200  
7-5-22-100 7-6-1103, 1104, 1900, 2100  
3600, 3800

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EXHIBIT A

Legal Descriptions

Those parcels of land situated in Clark County, Washington, described as follows:

Parcel A

The Northwest quarter and the North half of the Southwest quarter and the Southeast quarter of the Southwest quarter and the Northwest quarter of the Southeast quarter of Section 16, Township 5 North, Range 2 East of the Willamette Meridian in Clark County, Washington.

Parcel B

The Northeast quarter of the Northeast quarter and the South half of the Northeast quarter of Section 13, Township 5 North, Range 3 East of the Willamette Meridian in Clark County, Washington.

Parcel C

The Southwest quarter of the Southwest quarter and the East half of the Southwest quarter and the Southeast quarter of Section 24, Township 5 North, Range 3 East of the Willamette Meridian, in Clark County, Washington.

Those parcels of land situated in Cowlitz County, Washington, described as follows:

Parcel 1

The Southeast quarter of the Southeast quarter of Section 23, Township 6 North, Range 3 East of the Willamette Meridian.

Parcel 2

Government Lots 3 and 4;  
West 1/2 of the Southeast quarter;  
South 1/2 of the Southwest quarter in Section 24, Township 6 North, Range 3 East of the Willamette Meridian.

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel 3

The Northeast quarter of the Northeast quarter, Section 26, Township 6 North, Range 3 East of the Willamette Meridian.

Parcel 4

Government Lots 3, 4, 5, 6 and 7, Southwest quarter of the Northwest quarter and the West 1/2 of the Southwest quarter of Section 16, Township 9 North, Range 2 West of the Willamette Meridian.

Parcel 5

Government Lot 2, Southeast quarter of the Northwest quarter and the Northeast quarter of the Southwest quarter of Section 30, Township 6 North, Range 4 East of the Willamette Meridian.

Those parcels of land situated in Skamania County, Washington, described as follows:

Parcel 1

Section 14, Township 7 North, Range 5 East of the Willamette Meridian.

Parcel 2

Section 16, Township 7 North, Range 5 East of the Willamette Meridian.

Parcel 3

All that portion of Section 22, Township 7 North, Range 5 East of the Willamette Meridian, lying North of Swift Reservoir as said reservoir is described in instrument recorded January 9, 1957 in Book 43 of Deeds at page 130-131, under Auditor's File No. 51626, Records of Skamania County, Washington.

Parcel 4

The Northwest quarter of the Southwest quarter and the Southeast quarter of the Southwest quarter of Section 23, Township 7 North, Range 5 East of the Willamette Meridian.

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel 5

All that portion of Section 26, Township 7 North, Range 5 East of the Willamette Meridian, lying North of Swift Reservoir as said reservoir is described in instrument recorded January 9, 1957 in Book 43 of Deeds at page 130-131, under Auditor's File No. 51626, records of Skamania County, Washington.

Parcel 6

The North half of the Northeast quarter of Section 23, Township 7 North, Range 6 East of the Willamette Meridian.

Parcel 7

All that portion of Section 24, Township 7 North, Range 6 East of the Willamette Meridian, lying Northerly of the Lewis River.

Parcel 8

The Northwest quarter of the Northwest quarter, the South half of the North half and the South half of Section 25, Township 7 North, Range 6 East of the Willamette Meridian, EXCEPT that portion of the West half of the Northwest quarter of the Southwest quarter, included within the limits of a tract of land described by metes and bounds as follows: BEGINNING at the West quarter section corner of said Section 25, running thence along the East-West centerline thereof, East 200 feet; thence South 39° East 140 feet; thence South 50 feet; thence South 13° West 240 feet; thence South 30° East 150 feet; thence South 40° West 230 feet to a point on the North line of the BG-EG-1000 Road; thence along said North line, West 160 feet, to the West line of said Section 25; thence along said West line, North 690 feet to the point of BEGINNING.

Parcel 9

All that portion of Section 30, Township 7 North, Range 6 East of the Willamette Meridian, lying North of Swift Reservoir as said reservoir is described in instrument recorded January 9, 1957 in Book 43 of Deeds at Page 130-131, under Auditor's File No. 51626, Records of Skamania County, Washington.

Parcel 10

Section 36, Township 7 North, Range 6 East of the Willamette Meridian.

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EXHIBIT B

Lands Subject to Timber Reservation

(Skamania County)

<u>Section</u>	<u>Township</u>	<u>Range</u>	
16	7N	5E	NE1/4, SW1/4, W1/2SE1/4
22	7N	5E	N1/2N1/2, SW1/4NW1/4, SW1/4, W1/2SE1/4
26	7N	5E	N1/2NW1/4
23	7N	6E	N1/2NE1/4
24	7N	6E	NE1/4, NW1/4SE1/4
25	7N	6E	NW1/4NW1/4, NW1/4SW1/4, S1/2SW1/4, S1/2SE1/4, NE1/4SE1/4
30	7N	6E	NE1/4, E1/2NW1/4, N1/2SE1/4
36	7N	6E	

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SCHEDULE 1 TO EXHIBIT B  
TO QUITCLAIM DEED

Terms of timber reservation by Publishers Forest Products Co. of Washington (Seller) from conveyance to ANE Forests of Lewis River Inc. (Purchaser):

A. In connection with logging and timber removal operations Seller and Seller's contractors shall use logging practices commonly used in the industry for the type of terrain and timber involved, which practices are at least as good as those used by Seller when it owned the land.

B. All operations by Seller permitted hereunder shall be conducted in compliance with applicable state and federal laws, including but not limited to the State of Washington Forest Practices Act and other rules and regulations of the Department of Natural Resources of the State of Washington. Seller shall obtain all necessary licenses and permits related to its operations. Copies of all logging plans submitted by Seller to the Department of Natural Resources shall be furnished to Purchaser in advance of cutting.

C. Seller will hold Purchaser harmless and defend Purchaser from any liability, fines or penalties arising out of any legal violations by Seller in connection with Seller's operations pursuant to this Agreement or on the Timberlands prior to this Agreement, or out of claims by third parties found to be caused by Seller's operations. Seller shall maintain and shall cause all of its independent contractors who operate on the Timberlands to maintain Logger's Broad Form B Property Damage Insurance (including coverage for third party fire fighting expense) and general liability insurance with limits of not less than \$500,000 per occurrence. Purchaser shall be named as an additional insured on such policies using a form of endorsement customary for the industry. Certificates of all insurance required by this agreement shall be furnished to Purchaser and shall require that Purchaser receive 30 days' advance notice prior to any cancellation, nonrenewal or material alteration of coverage. During any time the required insurance is not in force Seller shall suspend operations on Purchaser's property.

D. In conducting operations permitted by this Agreement Seller shall have the right to use roads and ways located upon or appurtenant to the Timberlands. Seller shall repair any damage caused by it to such roads and shall leave them in the

same or better condition as exists upon execution of this Agreement. During any periods of joint use, Seller shall share in the cost of regular road maintenance and repair in the proportion that its use bears to the total use of the road. Seller shall comply with the provisions of all applicable road use agreements and shall pay all fees and charges thereunder arising out of its use. Purchaser shall permit Seller to exercise Purchaser's rights under road use agreements with the U.S. Forest Service or other parties provided Seller maintains insurance as required by such agreements and otherwise complies with all of their terms.

E. Seller may construct roads reasonably necessary for performance of its obligations and exercise of its rights under this Agreement. All such roads shall be located so as to cause the reasonable minimum damage to growing trees not within Stands of Merchantable Timber as defined in paragraph 5.1 of the Agreement of Purchase and Sale of Real Property between Seller and Purchaser consistent with providing reasonably direct and efficient access for Seller's logging operations. All right of way logs not within Stands of Merchantable Timber shall belong to Purchaser and shall be cut to lengths as designated by Purchaser.

F. Any material damage to timber or trees outside of Stands of Merchantable Timber caused by logging, road building or other operations of Seller on the Timberlands shall be paid for by Seller using accepted industry valuation methods.

G. Seller shall be allowed access to and use of pumice and rock sources on the Timberlands for purposes of construction and maintenance of logging roads used by Seller during the term of this reservation.

H. All timber, trees or logs standing or down not within the Stands of Merchantable Timber shall belong to Purchaser. Seller's right to remove timber pursuant to this reservation shall expire on December 31, 1991. After such date any and all timber, trees, or logs then standing or lying on all portions of the Timberlands shall be the property of Purchaser.

I. Seller shall be responsible for the reforestation of all parcels on which Seller has harvested timber including all timber which it, its contractors, or other timber purchasers from Seller harvested prior to the date of this Agreement and all timber harvested between the recording date of this Agreement and December 31, 1991. Seller shall replant such lands with a minimum of 350 seedlings per acre (determined at the time of planting) in a manner appropriate for the seed zones

and elevations and in accordance with accepted industry standards, and shall in all other respects comply with the reforestation requirements of the Washington Forest Practices Act. Provided Seller plants in accordance with the preceding sentence, Seller shall have no obligation to insure survival of seedlings. Seller shall have until June 1, 1993 to complete the reforestation obligations of this paragraph provided that Seller shall use its best efforts to complete reforestation of each tract as soon as practical after the logging and all slash disposal required by the State of Washington on each discrete tract of Timberlands has been completed.

J. Seller shall pay the Forest Excise taxes imposed on the timber harvested by Seller other than right-of-way logs belonging to Buyer from the Timberlands and any personal property taxes on logs cut by Seller. Purchaser shall pay all real property and other taxes and assessments on the Timberlands.

K. At the request of Purchaser, upon completion of Seller's harvesting and reforestation on each parcel for which there is an existing legal description, Seller shall deliver to Purchaser an instrument in recordable form wherein Seller shall release its interest with respect to the affected tract, but such release shall not relieve Seller from its obligations hereunder.

SELLER:

PUBLISHERS FOREST PRODUCTS CO.  
OF WASHINGTON

By

*Raymond M. Luthy*

PURCHASER:

ANE FORESTS OF LEWIS RIVER INC.

By

*Quail White*

*Ant. Smith*