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BOOK 117 PAGE 361

FILED FOR RECORD
SEAHAM, O.C. WASH.
BY *International Paper*

JAN 10 11 22 AM '90

GARY M. NELSON

TIMBER DEED

OF

Contract # 89-161

ROBERT E. ROGERS

Robert E. Rogers Seller, does hereby convey and specially warrant the title to timber described herein and will defend the same against the lawful claims of all persons to International Paper Company, a New York Corporation, Purchaser, all the timber situated, standing and down upon the following described land owned by Seller.

Legal description of Timber Deed Area:

Lot 1 of short plat 1 of Robert E. Rogers. A portion of West $\frac{1}{2}$ of Lot 1 Oregon Lumber Company Subdivision. Section 14, T3N, R9E Skamania County, State of Washington.

As shown on Exhibit "A" attached hereto and incorporated herein by this reference.
To have and to hold said timber unto Purchaser, subject to the following conditions:

Consideration: Purchaser shall pay Seller upon the execution of this Timber Deed a lump-sum payment of \$44,000.00.

Inspection: SELLER makes no warranty or representation as to the suitability, quality or quantity of any timber covered hereby or as to the conditions under which it must be logged. BUYER acknowledges that it has inspected, and satisfied itself as to the condition of such timber and land.

Duration of Timber Deed: The timber herein sold shall be cut and removed on or before 12-31-89, unless written extension of time is granted. Any timber not so cut and removed shall revert to the Seller and the Purchaser shall have no further interest therein or to any rights herein granted.

Insurance: Purchaser agrees to hold and save Seller harmless from any and all claims by reason of the cutting and removal of the timber, including fire suppression costs, and including claims for property or bodily injury or death. Prior to cutting, Purchaser shall secure a policy providing comprehensive general liability insurance coverage, including logger's broad form property damage insuring Purchaser and the Seller against any such loss or damage, with coverage of not less than:

Bodily Injury:	\$250,000 for injury to any one person
	\$500,000 for any one occurrence; and
Property Damage:	\$500,000 for any one occurrence;
Automobile Bodily Injury	\$250,000 for injury to any one person,
	\$500,000 for any one occurrence; and
Automobile Property Damage:	\$500,000 for any one occurrence

Automobile Property Damage:

Received _____ p
 Indirect _____ p
 Indirect _____ p
 Filed 1-12-90
 Indirect _____

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Harvesting: All cutting and removal of timber and all other activities conducted by Purchaser on Seller's premises shall be in accord with all applicable laws, rules and regulations, including the Forest Practices Act of the State of Washington, and in accordance with good logging practices existing in Skamania County. Purchaser agrees to assume and pay expenses of every kind and nature incident to the cutting, logging, hauling and delivery of logs cut from the Seller's lands, and to keep the Seller's lands and the timber there on free at all times from all claims and liens of whatsoever nature arising out of any matter or thing connected with said logging operations. Purchaser shall, pay for all damage to Seller's property, including real property improvement and personal property resulting directly or indirectly from negligent acts or omissions of Purchaser.

Access: Purchaser shall have a right of ingress and egress to go on and across Seller's lands on which the timber hereby conveyed is located and on adjacent lands of Seller, making use of existing roadways and trails when available, with personnel, vehicles and such other equipment, as is reasonably necessary, for the purpose of cutting said timber and moving it to the nearest accessible public road or highway, but the Purchaser shall not construct any new road or other improvements on said lands without first obtaining the consent of Seller. In carrying out such activities, Purchaser shall take all steps reasonably requested by Seller to avoid undue interference with Seller's access to and operations on its lands.

Payment of Taxes: The Purchaser agrees to pay or cause to be paid as to the purchased timber herein, the State of Washington Timber Severance Tax, (and any other severance or excise tax, tax upon sales, use or consumption, or any other tax or charge of similar nature imposed by any law now or hereinafter in force.) (Seller shall be responsible for any other severance or excise tax, including the State of Washington real estate tax, tax upon sales, use of consumption, or any tax or charge of a similar nature imposed by any law now or hereafter in force.)

Notices: Any notice required or permitted to be given or made under the terms of this Contract shall be deemed to have been duly given or made if deposited in the United States mail, postage prepaid, by registered mail, respectively addressed as follows:

To Purchaser:

INTERNATIONAL PAPER
P. O. Box 579
Longview, Washington 98632

To Seller:

Robert E. Rogers
M.P. 0.06 R Jessup Road
Cook, WA 98605

(phone: 509/538-2344)

13262
REAL ESTATE EXCISE TAX
JAN 10 1988
PAID 226.98

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Special Provisions:

A. Seller responsible for reforestation.

Executed this 24 day of April, 1989.

Robert E. Rogers
Seller

INTERNATIONAL PAPER

By: George E. Buh
Its: Resale Manager

STATE OF WA)
COUNTY OF KICKAPAT) ss:

This is to certify that on this 24th day of April, 1989, appeared before me Robert E. Rogers, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purpose therein mentioned.

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

Robert R. Blades
Notary Public in and for the State of Washington
Residing at: White Sea
My commission expires: 28-92

