

TIMBER DEED

OF

FILED IN RECORDS
 BY SKAMANIA CO. TITLE

MAR 29 10 02 AM '91

GARY E. GIBSON

Contract #91-

Paul E. Newell and Maybell Newell, 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 Fredrick Jay Hollmann and Rick Graves dba J R Investments, Purchaser, all the timber situated, standing and down upon the following described land owned by Sellers.

Legal Description of Timber Deed Area:

W1/2, SW1/4, Sec. 15, T3N, R10E, WM, County of Skamania
 Except therefrom the following:

A. That portion conveyed to Skamania County recorded in B51, P67.

B. That portion conveyed to United States of America recorded 12-19-72 in B64, P815 in Auditor's file #75620.

C. That portion lying within roads and highways.

D. That portion lying west of the west line of Laycock-Keichner road.

Consideration: Purchaser shall pay Seller upon the execution of this Timber Deed a lump-sum payment of \$75,000.00.

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.

14206

REAL ESTATE EXCHANGE TAX

Registered
 Indexed, -ir *h*
 Indirect
 Filed 4-5-91
 Mailed

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960.00

JW Deputy

Glenda J. Kimmel, Skamania County Assessor
 By *SE* Parcel # 3-10-15-1000
 3/29/91

Duration of Timber Deed: The timber herein sold shall be cut and removed on or before Dec. 31, 1991, 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 \$100,000.

Comprehensive General Liability, including contractual liability coverage with limits not less than \$250,000 per person and \$500,000 per occurrence personal injury and \$500,000 property damage (or combined single limit coverage of \$500,000).

Comprehensive Vehicle Liability, including owned, hired and non-owned vehicles with limits not less than \$250,000 per person and \$500,000 per occurrence personal injury and \$500,000 property damage (or combined single limit coverage of \$500,000).

Worker's Compensation and Employer's Liability, to meet State requirements. This coverage must protect all members of Contractor's organization, both employer, sole proprietor, a partner or bona fide officer of the corporation, and all employees.

Harvesting: All cutting and removal of timber and all other activities conducted by Purchaser on Seller's premises shall be in accordance 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 thereon 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: Purchaser agrees to pay or cause to be paid as to the purchased timber herein, the Washington State Forest Excise tax. Any other taxes or encumbrances relative to this timber will be the responsibility of the Seller unless negotiated and mentioned under the special provisions paragraph.

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: Fredrick Jay Holtmann and Rick Graves
dba J R Investments
P. O. Box 797
White Salmon, WA 98672

To Seller: Paul E. Newell and Maybell Newell
MP .08R Newell Road
Underwood, WA 98651

Special Provisions:

- A. i) Purchaser to be responsible for all harvest tax.
- B. i) Purchaser shall be responsible for reforestation.

Executed this 26th day of March, 1991.

Paul E. Newell by Marshall Newell his attorney Maybell Newell
 Seller, PAUL NEWELL in prob. Seller, MAYBELL NEWELL

By: _____
 Title: _____

STATE OF WASHINGTON
 SS.
 COUNTY OF Klickitat

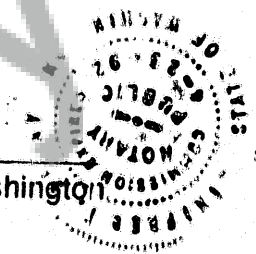
This is to certify that on this 26th day of March, 1991,
 appeared before me MAYBELL NEWELL to me known to be the
 individual described in and who executed the foregoing instrument and
 acknowledged that she signed the same as
her free and voluntary act and deed for the uses and
 purpose therein mentioned.

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

Winifred L. Denny
 Notary Public in and for the State of Washington

Residing at: White Salmon, therein.

My commission expires: April 23, 1992.



STATE OF WASHINGTON,

County of Klickitat { ss.

On this 26th day of March, 19 91, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared MAYBELL NEWELL to me known to be the individual described in, and who executed the within instrument for her self and also as the Attorney in Fact for PAUL NEWELL and acknowledged to me that She signed and sealed the same as her own free and voluntary act and deed for her self, and also as the free and voluntary act and deed as Attorney in Fact for said PAUL NEWELL in the capacity and for the uses and purposes therein mentioned, and that said principal is not deceased nor insane.

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

Harold L. Brown
 Notary Public in and for the State of Washington,
 residing at White Salmon, therein.
 Commission expires: 04-23-92.

ACKNOWLEDGMENT — SELF AND ATTORNEY IN FACT
 FIRST AMERICAN TITLE COMPANY

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