

## DEED RECORD 28

SKAMANIA COUNTY, WASHINGTON

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such failure was caused by circumstances not under his control.

Witness my hand and official seal this 18th day of June, 1940.

Witnesses:  
R. M. Simonsen  
M. O. Kelly

State Forest Board  
The State of Washington  
Clarence D. Martin, Chairman  
Albert C. Martin, Secretary

Blue Ox Logging Company  
By Alex Hay, Purchaser  
President  
P. O. Address: Stevenson,  
Washington.

Recorded in Vol. \_\_\_\_\_, page \_\_\_\_\_, State Records of Timber Sales.

Filed for record August 6, 1940 at 9-15 am by Grantee.

Mabel J. Wasse  
Skamania County Auditor.

#29230

State of Washington to Blue Ox Logging Co.

In consideration of One Thousand two hundred eighteen and 50/100 (\$1,218.50) Dollars, the receipt of which is hereby acknowledged, the State of Washington does hereby sell and convey unto Blue Ox Logging Company, its successors and assigns, all the standing and fallen merchantable timber now owned by the State of Washington, upon the following described Scientific School lands, situated in the County of Skamania, State of Washington, to-wit:

Timber on northwest quarter of northeast quarter and northeast quarter of northwest quarter of section 10, township 3 north, range 7 east, W.M., containing 80 acres, more or less, according to the government survey thereof.

The within named purchaser of the above described timber will be required to comply strictly with laws governing slash disposal as found in Title 36, Chapter 1, Remington's Compiled Statutes and laws amendatory thereto.

Purchasers of state timber are required to run out the lines and are responsible for trespass in case timber is cut on adjacent state-owned land.

This bill of sale gives the holder the right to construct logging roads across the above described tract for the removal of said timber, but will not give him any exclusive jurisdiction over the tract. The State reserves the right to grant rights of way for logging roads or for any other purpose over and across the above described tract at any time and neither the State nor the grantee shall be liable to the holder of the bill of sale for any damage caused thereby.

Attention is called to the fact this grants only the right to remove the timber, the State retaining jurisdiction over the land in all other respects.

All timber, whether standing or fallen, not removed from said land by said grantee, or those claiming under him, within five years from the date hereof, shall revert to and become the property of the State of Washington as fully to all intents and purposes as if this instrument had not been made; and the right of said grantee, or those claiming under him, to cut or remove timber from said lands shall utterly cease at the expiration of said five years from the date hereof; provided, that in all cases when the purchasers are acting in good faith and removing the said timber, the Commissioners of Public Lands may extend the time of removal in accordance with the statutes governing, in which event all timber whether standing or fallen, not removed at the expiration of such extension shall revert to and become the property of said State as fully to all intents and purposes as if said extension had not been made.

If the holder permits a timber bill of sale to expire before applying for an extension, departmental policy will prevent its reinstatement unless it can be shown conclusively that such failure was caused by circumstances not under his control.

Witness my hand and official seal this 18th day of June, 1940.

The State of Washington  
Albert C. Martin, Commissioner  
of Public Lands

(Seal of Land Comm. affixed)