

Book 3 of Bills of Sale

STATE OF WASHINGTON }
County of Skamania } SS.

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 7th day of July, 1950, personally appeared before me Ray L. Mallicott to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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

(Notarial seal affixed)

Robert J. Salvesen
Notary Public in and for the State of Washington,
residing at Stevenson, therein.

Filed for record July 10, 1950 at 1-10 p.m. by J. C. Fuller.

Skamania County Auditor

#41071

State of Washington to Defiance Lumber Co., et al.

BILL OF SALE OF TIMBER

IN CONSIDERATION OF Twenty Thousand, Six Hundred Forty-seven and no/100 (\$20,647.00) Dollars, the receipt of which is hereby acknowledged, the State of Washington does hereby sell and convey unto Defiance Lumber Company and Buffels Lmbr & Mfg Co., both corp./, heirs, executors, administrators, successors and assigns, all the standing and fallen merchantable timber now owned by the State of Washington, upon the following described Forest Board lands, situate in the County of Skamania, State of Washington, to-wit:

NW $\frac{1}{4}$ of section 34, to nship 3 north range 5 east, W.M., containing 160 acres, more or less, according to the government survey thereof.

To be tractor logged.

The successful bidder will be required to post a bond of not less than \$1,000.00 to guarantee slash disposal in accordance with Chapter 207, Laws of 1929. The arrangements for the bond will be made with the Commissioner of Public Lands at the time the bill of sale is sent in for entry and execution. The bidder must agree to comply strictly with the provisions of Chapter 193, Laws of 1945, known as the Forest Practice Act. Any purchaser will be required to pay the State damages for any unnecessary destruction or damage to second growth timber.

The purchaser of the above described timber will be required to fall all dead and defective trees on the area and to comply strictly with laws governing slash disposal as found in Title 36, Chapter 1, Remington's Compiled Statutes and laws amendatory thereto.

The purchasers of state timber are required to run out the lines and are responsible for trespass in case timber is cut 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 does 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 tracts 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 that 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 land 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 Commissioner 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

Book 3 of Bills of Sale

such failure was caused by circumstances not under his control.

WITNESS my hand and official seal this 24th day of June, 1947.

Witnesses:

Owen P. Hughes

L. R. Bonneville
(Corporate seal affixed)

WASHINGTON STATE FOREST BOARD
OTTO A. CASE, Secretary

By Mon C. Wallgren
Chairman
BUFFELEN LMBR & MFG CO., a Corp.
By Frank C. Neal Pres.

DEFIANCE LUMBER COMPANY, a corp.
By Lee L Doud Pres.
P.O. Address
Tacoma 1, Washington

Recorded in Vol. _____, Page _____, State Records of Timber Sales.

Filed for record July 17, 1950 at 8-40 a.m. by R. J. Salvesen.

Skamania County Auditor

#41072

State of Washington to Defiance Lumber Co.

BILL OF SALE OF TIMBER

IN CONSIDERATION of Thirty-one thousand five and no/100 (\$31,005.00) Dollars, the receipt of which is hereby acknowledged, the State of Washington does hereby sell and convey unto Defiance Lumber Company, its heirs, executors, administrators, successors and assigns, all the standing and fallen merchantable timber now owned by the State of Washington, upon the following described Capitol Building lands, situate in the County of Skamania, State of Washington, to-wit:

Timber on the N $\frac{1}{2}$ of NW $\frac{1}{4}$, SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of section 26, township 3 north, range 5 east, W.M., containing 120 acres, more or less, according to the government survey thereof. Log with "cats" or donkey. Burn as directed by the State Fire Warden. Seed areas to be reserved as follows: E $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ containing approximately 20 acres, E $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ containing approximately 5 acres, E $\frac{1}{2}$ E $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ containing approximately 10 acres, and the NW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ containing approximately 2 $\frac{1}{2}$ acres. No cutting will be permitted in the seed areas.

The purchaser of the above described timber will be required to fall all dead and defective trees on the area and to comply strictly with laws governing slash disposal as found in Title 36, Chapter 1, Remington's Compiled Statutes and laws amendatory thereto.

The 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 does 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.

Recorded on Page 13, Volume 2, Capitol Grant Record

Attention is called to the fact that 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 the State Capitol Committee 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.

Witness my hand and the Seal of the State of Washington this 22nd day of December, 1948

Attest:

Mon C. Wallgren
Governor.

Ray J. Yeoman
Assistant Secretary of State.
(State seal affixed)