

## DEED RECORD No. 33

SKAMANIA COUNTY, WASHINGTON

230 YAKIMA BINDERY &amp; PTC. CO., 192512

warrant to HARBOR PLYWOOD CORPORATION, a corporation, Grantee, those certain tracts or parcels of land, situate, lying and being in the County of Skamania and State of Washington, and more particularly bounded and described as follows, to-wit:

A strip of land lying in a general easterly and westerly direction and being Sixty (60) feet in width in and over, upon and across Govt. Lot 8 in Section 28, Township 7 North, Range 5 East of the Willamette Meridian; and a strip of land lying in a general northerly and southerly direction and being Sixty (60) feet in width in and over, upon and across the East one-half of Section 26, Township 7 North, Range 6 East of the Willamette Meridian;

This conveyance is subject to the following reservations and limitations:

1. Said strips of land shall be used for right-of-way purposes, and not otherwise, by Grantee in its operations on lands adjacent and adjoining.

2. If Grantors shall hereafter sell and convey said Lot 8 in Section 28, and said East one-half of Section 26, to a corporation for development and use as a waterpower damsite, or storage basin in connection therewith, then, and in that event, and not otherwise, such corporation, as successor in interest to Grantors, shall have the right to give and deliver to Grantee a notice in writing requiring Grantee at the end of a six months period beginning on the day of delivery of such notice to Grantee to vacate said strips of land and surrender same to such corporation, and at the end of said six months period said strips of land shall forthwith revert and belong to said corporation as the successor in interest to Grantors.

3. Grantee shall select and survey said strips of land within six months and deliver a plat thereof to Grantors, and shall begin construction of a road or railroad thereon within two years after the execution and delivery to Grantee of the conveyance herein referred to, but if Grantee shall thereafter cease to use said road or railroad for a continuous period of three years or longer, then, and in that event, said strips of land shall revert and belong to Grantors or assigns.

4. Title to the timber located on said strips of land is reserved by Grantors, provided, however, Grantee may cut and remove or use said timber, or such portion thereof, as may interfere with or be required in the construction, maintenance and use of said road or railroad, and the logs cut therefrom shall be scaled and paid for by Grantee at the then going rate of stumpage for each species so cut and removed or used by Grantee.

5. If Grantors shall hereafter sell to parties other than Grantee, other timber owned by Grantors on said Lot 8, and on said East one-half of Section 26, and on Govt. Lot 3, Section 24, Township 7 North, Range 6 East of Willamette Meridian in said County, then, and in that event, the Vendees of said timber shall have the right to use without charge any and all roads or railroads constructed, used and owned by Grantee as may be necessary or required by said Vendees in the transportation of logs cut from said timber to the public highway nearest to said timber lands, provided however, that such right of user shall be subject to the dominant and superior right of Grantee.

6. Grantors shall have the personal right to travel upon said road without charge for purposes of ingress to and egress from said lands now owned by them, subject, however, to the dominant right of Grantee.

DATED this 11th day of June, A. D. 1947.

H. L. Gilbert  
H. L. GILBERT

Frances M. Gilbert  
FRANCES M. GILBERT, his wife.

W. H. Dean  
W. H. DEAN

Effie M. Dean  
EFFIE M. DEAN, his wife.

STATE OF OREGON :  
COUNTY OF MULTNOMAH : ss.

BE IT REMEMBERED, That on the 11th day of June, A.D. 1947, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named H. L. GILBERT and FRANCES M. GILBERT, husband and wife, & W. H. DEAN & EFFIE M. DEAN, husband and wife who are known to me to be the identical persons described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal the day and year last above written.

(Notarial seal affixed)

Ivan L. Midlam  
Notary Public for Oregon.  
My Commission Expires  
MY COMMISSION EXPIRES SEPT. 13, 1950