

DEED RECORD No. 33

SKAMANIA COUNTY, WASHINGTON

YAKIMA BINDERY & PTC, INC. 19512

of the Judgment on Declaration of Taking therein, dated February 3, 1939, being filed on February 6, 1939, at page 319, Book 27 of Deeds, records of said county.

EXCEPT ALSO, all timber standing or being within a radius or distance of two hundred feet from the outer edge of the presently constructed dam and power plant now located on the above described Parcel No. 2, and no timber of any kind closer than said two hundred feet distance is herein sold or conveyed.

The above named grantees, their agents, and employees shall have the right to go on, upon, over and across said described real property for the purpose of cutting, logging, hauling and removing the timber and logs covered by this deed therefrom and further for the purpose of conducting sawmill operations thereon.

It is understood and agreed that the grantees, their agents and employees are hereby given the right to build such additional roads and ways upon the above described real property, from which said timber and logs are to be removed, as are necessary or desirable for the removal of said timber and logs intended to be covered by this deed and shall, in addition to all other rights conveyed herein, have the right to use for the purposes of such logging operations all existing roads or roadways on the above described property.

It is further understood and agreed that the grantees; their agents and employees shall log said area in a clean and safe manner, taking every reasonable precaution to prevent damage to grantors' property, or to the property of others located within said described area, from fire or other causes and that they will log said real property in accordance with the standard logging practices within the surrounding area and will obey all laws, rules and regulations of the federal, state or local governments as to the logging or cutting of timber and as to fire hazards and the prevention or removal thereof.

It is further understood and agreed that all rights of the grantees hereunder to cut and remove timber and logs from the above described Parcel No. 2 shall cease and terminate at midnight on the 22nd day of February, 1954, and any and all timber and logs, standing, fallen or remaining on said Parcel No. 2 shall revert to and become the property of the grantors or their predecessors in interest, as the case may be, automatically at the end of said period.

Grantees covenant and agree that they have personally inspected and satisfied themselves of the boundary lines and amounts of timber standing, lying and being on the above described properties, and are not relying on any representations made by the grantors or anyone who may have been acting as the grantors' agent with respect to said boundaries and quantity of timber.

Grantors hereby covenant and warrant that they have good right and full authority to convey the timber, logs and other rights hereinabove described and hereby bind themselves, their heirs, executors, administrators and assigns to warrant and forever defend any and all timber, logs, rights, privileges and all rights-of-way provided for in this instrument unto said grantees, and the terms, provisions and conditions of this instrument shall be binding upon and shall inure to the benefit of the heirs, legal representatives and assigns of the parties hereto respectively.

Dated this 3rd of April, 1951.

Chet Parker

Lois Parker
Grantors

STATE OF WASHINGTON)
 : ss
COUNTY OF Cowlitz)

On this day personally appeared before me Chet Parker and Lois Parker, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the