

## DEED RECORD No. 33

SKAMANIA COUNTY, WASHINGTON

YAKIMA BINDERY &amp; PTC. CO. 192512

Bauerle

The purchaser shall cut the said timber and remove the same in accordance with good woodmanslike practices and in compliance with the laws of the State of Washington; said cutting and removal to be accomplished before the First day of April 1952. Time is of the essence of this agreement and everything after the time specified which remains on the land, shall belong to the First Party. In the removal of the timber the Second party shall do so in such a manner as to cause as little injury to the young trees as is consistent with good logging practices, in the industry.

Due consideration shall be given by the Second Party to Water Courses and improvements upon the premises hereinabove described to insure that no damage shall be incurred thereto other than might result from normal prudent logging operations. The home shall be left free from hazards incident to the logging operation and the grounds preserved for the quiet enjoyment of occupants of the home, should there be any during the period of this agreement.

For the purpose of cutting down and removing the said timber the Second Party shall have full license to enter upon the said land and upon the usual roads and ways of ingress and egress over the lands of the first Party, with trucks, dozers and other logging equipment, which the second party shall deem necessary to sever and remove said timber from the lands hereinabove described.

The Second Party agrees that without expense to the First Party, to use his men and equipment to extinguish all fires which may originate in the logging operations, and further to hold themselves in readiness to assist in extinguishing any fires which may arise in the general fire area herein concerned.

The First Party covenants that the title to the lands and timber are in him and that he will defend the rights of the Second Party to cut and remove the same to the extent herein specified.

It is further agreed that if the said timber is not cut and removed during the first year of this agreement that the Second Party shall be liable for the taxes assessed against the Timber in question, for the second year of of the term of this agreement, it being understood by both parties that the taxes for the first year have been paid by the First Party.

The terms hereof shall be binding upon the parties their executors, Administrators, heirs or assigns.

In Witness whereof we have hereunto set our hands

William Bauerle  
First Party - a single man

Joe Crowe  
Second Party

Multnomah County )  
State of Oregon ) ss

On this 31st day of March 1950 before me a Notary Public for the State of Oregon appeared William Bauerle who is known to me to be the identical person who executed the within instrument and affirmed that he executed the same freely and voluntarily.

In Testimony whereof I have hereunto set my name and seal the day and year first above written.

(Notarial seal affixed)

Perry D. Whittle  
Notary Public for Oregon  
My commission expires 2-24-51

STATE OF WASHINGTON :  
COUNTY OF KLINKITAT : ss.

I, KEITH MCCOY, a Notary Public in and for the said State, do hereby certify that