

SKAMANIA COUNTY, WASHINGTON

old-growth timber having a butt measurement of not less than 18 inches standing and being upon the following described real property located in Skamania County, Washington:

All that portion of the southeast quarter of the southeast quarter (SE $\frac{1}{4}$), the southwest quarter of the southeast quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$), and the south half of the northwest quarter of the southeast quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$) lying easterly of the center of the center of Wind River; all of said property being located in Section 1, Township 3 North, Range 7 $\frac{1}{2}$ E.W.M.

Together with such rights of way thereon as may be reasonably necessary for access to, and the removal of, the above described timber.

AND IT IS HEREBY AGREED AND UNDERSTOOD that the purchaser shall have to and including December 31, 1953, within which to sever and remove the said timber, and that on December 31, 1953, title to all timber not removed from the above described real property revert to the sellers, their heirs and assigns. That the purchaser will comply with all statutes and regulations of the State of Washington regarding the cutting of timber, the disposal of waste, and the prevention of fire. That the purchaser will hold the seller harmless from all violations of the terms and conditions of this agreement and for trespass upon lands of any person not a party to this contract, and from and against all damages, costs or charges which may in any manner result from logging operations conducted by the purchasers, their successors or assigns, on the said real property. That the purchaser shall hold the seller harmless from all damage to second-growth timber if the same shall result from logging operations conducted by the purchasers, their successors and assigns, on the above described real property.

The mortgagee joins in this agreement for the limited purpose of giving consent to the cutting and removal of the above described timber and for the purpose of waiving any claim to the purchase price thereof.

IN WITNESS WHEREOF the parties hereto have on this 21 day of August, 1951, signed and sealed this deed and agreement and have executed the same in duplicate.

Ronald Lee Wolfer (SEAL)

Charity Loretta Wolfer (SEAL)

Richard Wain Larson (SEAL)

Marjorie Alice Larson (SEAL)
Sellers

Frank Wm Birkenfeld (SEAL)

Spencer L. Garwood (SEAL)
Purchasers

E. V. Brandt (SEAL)
Mortgagee

STATE OF OREGON I
County of Multnomah I ss.

On this day personally appeared before me Ronald Lee Wolfer and Charity Loretta Wolfer, husband and wife, and Richard Wain Larson and Marjorie Alice Larson, husband and wife, to me known to be the individuals described in and who executed the foregoing instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 21 day of August, 1951.

(Notarial Seal affixed)

L. F. Welch
Notary Public in and for the State of Oregon.
Residing at
My commission expires
Notary Public for Oregon
My commission expires April 19, 1952

STATE OF OREGON I
County of Multnomah I ss.

On this day personally appeared before me E. V. Brandt to me known to be the individ-