

the successors and assigns of the grantees in all matters, and all necessary easements, and right of ways necessary in removing said timber over the lands herein are hereby granted.

Any timber still standing on the within lands at the time of expiration of the period of 5 years after the 18th day of October, 1948 shall remain therein and title thereto vest in the grantors herein, and at that time the grantors shall become in full possession of both remaining timber thereon and also the land.

In witness whereof the grantors have hereunto set their hands this 23rd day of August, 1951.

Frank Birkenfeld

Ruth Birkenfeld
Grantors.

Yunker Logging Co.

C. R Yunker,
Grantees.

State of Washington

County of Clark ss.

I, the undersigned Notary Public, do hereby certify that on this 23rd day of August, 1951, personally before me came Frank Birkenfeld and Ruth Birkenfeld to me known to be the individuals described in and who executed the within instrument and acknowledged to me that they signed the same freely and voluntarily and for the uses and purposes therein contained.

(Notarial Seal affixed)

Dan E Hardin
Notary Public for Washington
residing at Vancouver.

\$6.60 USIR Stamps and \$6.00 State Stamps affixed, cancelled "SCATCo RJS Jan 3 1952"

NO 279 SKAMANIA COUNTY TRANSACTION EXCISE TAX PAID JAN 3 1952 AMOUNT \$60.00 COUNTY TREASURER BY Mabel J Jeter

Filed for record January 3, 1952 at 2-15 p. m. by R. J. Salvesen.

John C. Mechter
Skamania County Auditor

#43391

Frank Birkenfeld et ux to Yunker Logging Co.

AGREEMENT AND TIMBER DEED

This agreement and timber deed made and entered into by and between the undersigned, Frank Birkenfeld and Ruth Birkenfeld, husband and wife, parties of the first part, and C. R. Yunker, F. C. Dillard and H. H. Wieck, doing business as Yunker Logging Co., Wheeler, Oregon parties of the second part, Witnesseth:

For and in consideration of the mutual covenants hereinafter set out and the payment of the sum of \$100.00, the receipt of which is hereby acknowledged, by the parties of the first part, each of the undersigned acting for himself and acknowledging the receipt therefor, the parties of the first part do convey and quit claim unto the parties of the second part all of the merchantable timber having a butt measurement of 12" 2 feet from the ground standing and down on the following described lands in Skamania County, Washington:

That portion of the Southeast quarter of the Northeast quarter and the Southeast quarter of the Southeast quarter lying East of Big Wind River, all in Section 21, Township 3 North, Range 8 East of the Willamette Meridian.

together with an easement to enter upon and to construe such logging roads as may be ne-

F B
R B

cessary or desirable in the removal of said timber; provided that the parties of the second part shall have only the period of three years 5th day of July 1951, in which to sever and remove the said timber, and that, at the expiration of the said period all timber remaining upon the above described property, either standing or down shall revert to the parties of the first part, their successors and assigns; and providing that the parties of the second part shall not construct any truck logging road within 150 feet of Wind River, and they shall not engage in heavy blasting either in the constructing of said roads or in logging operations; and provided further that the parties of the second part shall have an easement and right of way over and across any logging road or roads constricted on said property for a period of two years after the expiration of the period described above within which the timber may be removed on payment in advance of the sum of \$75.00 per year.

It is hereby agreed and understood that the parties of the first part represent themselves to be the owners of the timber above described and that they will indemnify and hold harmless the parties of the second part from and against any defect in title and the interest of any person or persons whose signatures do not appear hereon.

The parties of the second part will comply with the statutes and regulations of the State of Washington regarding the cutting of timber, disposal of waste, and the prevention of fires; that the parties of the second part will indemnify and hold harmless the parties of the first part 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, for and against all damages, costs, and charges which may in any manner result in logging operations conducted by the parties of the second part, on the said real property, and the parties of the second part will assume pay and discharge all taxes or leens which may result from the consummation of this agreement under the excise tax imposed by Chap. 11 Laws of 1951.

Witness our hands this 23 day of August, 1951.

Frank Birkenfeld

Ruth Birkenfeld

Yunker Logging Co.

C R Yunker

State of Washington

County of Clark ss.

I, the undersigned Notary Public, do hereby certify that on this 20th day of August, 1951, personally before me came Frank Birkenfeld and Ruth Birkenfeld to me known to be the individuals described in and who executed the within instrument and acknowledged to me that they signed the same freely and voluntarily and for the uses and purposes therein contained.

(Notarial Seal affixed)

Dan E Hardin
Notary Public for Washington
residing at Vancouver.

\$12.10 USIR Stamps and \$11.00 State Stamps affixed, cancelled "SCATCo RJS Jan 3 1952"

NO. 279 SKAMANIA COUNTY TRANSACTION EXCISE TAX PAID JAN 3 1952 AMOUNT \$110.00 COUNTY TREASURER BY Mabel J Jeter

Filed for record January 3, 1952 at 2-15 p. m. by R. J. Salvesen.

John E. Neltner
Skamania County Auditor