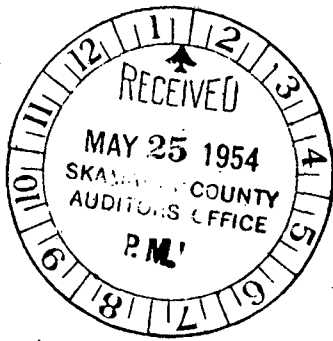


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BOOK

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## TIMBER DEED AND EASEMENT

THIS TIMBER DEED AND EASEMENT executed and entered into this 25<sup>th</sup> day of May, 1954, by and between E. PRESTON ASH and GERTRUDE ASH, husband and wife, hereinafter called the Grantors, and ROBERT E. YOUNG and LEO N. ALLEN, hereinafter called the Grantees;

## WITNESSETH:

THE GRANTORS for and in consideration of the sum of Ten Dollars and other valuable considerations in hand paid, hereby convey and warrant to the Grantees all of the merchantable timber 14 inches or more in diameter, as measured waist high inside of the bark, now standing and being upon the following described real property in Skamania County, State of Washington:

The southeast quarter of the southwest quarter ( $SE\frac{1}{4}SW\frac{1}{4}$ ) and the southwest quarter of the southeast quarter ( $SW\frac{1}{4}SE\frac{1}{4}$ ) of Section 23; the northeast quarter of the northwest quarter ( $NE\frac{1}{4}NW\frac{1}{4}$ ), and the north half of the southeast quarter of the northwest quarter ( $N\frac{1}{2}SE\frac{1}{4}NW\frac{1}{4}$ ) of Section 26; all in Township 3 North, Range 7 E.W.M.;

EXCEPTING transmission line easement 300 feet in width granted to the United States of America for the McNary-Ross transmission line by deed dated May 14, 1953, and recorded June 16, 1953, at page 471 of Book 36 of Deeds, Records of Skamania County, Washington, and rights of the United States of America in danger trees.

together with the right to construct such landings and logging roads thereon as may be necessary for the cutting and removal of the said timber.

IT IS AGREED that the Grantees shall pay the second half of general taxes for 1954 and for all subsequent years assessed against the above described real property and the timber standing and being thereon until all logging operations shall be completed and the timber rights hereby granted released to the Grantors; and the Grantees shall have five years from and after the date hereof within which to log and remove the above described timber, at the end of which time all interest of the Grantees in the timber then remaining and in the above described real property shall at once terminate and revert to the Grantors, their heirs and assigns.

THE GRANTORS for and in consideration of the sum of Ten Dollars and other valuable considerations in hand paid, grant, bargain, sell and convey to the Grantees an easement

for a logging truck road right of way 30 feet in width connecting with the existing county road along a single route to be selected by the Grantees over and across the following described real property in Skamania County, Washington:

The southwest quarter of the southeast quarter ( $SW\frac{1}{4} SE\frac{1}{4}$ ) of Section 23, and the northwest quarter of the northeast quarter ( $NW\frac{1}{4} NE\frac{1}{4}$ ) of Section 26, all in Township 3 North, Range 7 E.W.M.

which said easement shall be strictly limited in that it shall be used by the Grantees and their employees for the removal of logs and timber from the real property first above described and from the west half of the northwest quarter ( $W\frac{1}{2} NW\frac{1}{4}$ ), and the northwest quarter of the southwest quarter ( $NW\frac{1}{4} SW\frac{1}{4}$ ) of Section 26, Township 3 North, Range 7 E.W.M.; and which easement shall be strictly limited in that it shall not be assigned by the Grantees without the written consent of the Grantors; and the said easement in any event shall automatically terminate on May 13, 1959.

By the acceptance of this timber deed and easement IT IS AGREED that the Grantees shall comply with all statutes and regulations of the State of Washington regarding the cutting of timber, the falling of snags, the disposal of waste, and the prevention of fire; that the Grantees shall apply for and obtain proper cutting permits and, on completion of logging operations, shall obtain from the Division of Forestry and deliver to the Grantors a release covering the real property first above described; that the Grantees shall indemnify and hold the Grantors harmless from and against all claims, liens, and liabilities which may in any manner result from or be connected with logging operations conducted by the Grantees, their employees, contractors, and assigns; and that the Grantees shall be responsible to run out and establish the proper legal boundaries of the real property first above described.

Robert E. Young (SEAL)

E. Preston Ash (SEAL)

Leon Allen (SEAL)

Gertrude Ash (SEAL)

STATE OF WASHINGTON }  
 } ss.  
 COUNTY OF SKAMANIA }

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 25<sup>th</sup> day of May, 1954, personally appeared before me E. Preston Ash and Gertrude Ash, 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 the day and year last above written.

*Robert J. Salvesen*

Notary Public in and for the State of Washington, residing at Stevenson, therein.

NO. 1162  
 SKAMANIA COUNTY  
 TRANSACTION EXCISE TAX  
 PAID MAY 25 1954

AMOUNT \$56.00  
 COUNTY TREASURER *Mabel J. Gatten*  
 BY *Annelle S. Hutcherson, Secy.*

