

TIMBER DEED AND AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that Garrabrant Lumber & Investment Co., an Oregon corporation, grantor herein, for and in consideration of the sum of Eighteen Thousand Five Hundred and no/100ths Dollars (\$18,500.00) to it paid by Roy V. Leonard of Portland, Oregon, does hereby grant, bargain, sell and convey unto the said Roy V. Leonard all timber standing or down on the following described real property, situated in Skamania County, State of Washington, and more particularly described as follows, to-wit:

The Northeast Quarter of the Northwest Quarter and the Northwest Quarter of the Northeast Quarter and Lots 5 and 6, Section 31, Township 3 North, Range 8 East of the Willamette Meridian.

ALSO: The West half of the Southeast Quarter of Section 30, Township 3 North, Range 8 East of the Willamette Meridian.

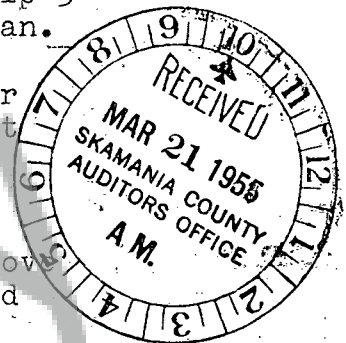
EXCEPT: Approximately 11 acres out of the Southeast corner of the tract first hereinabove described heretofore sold to Fred Wentzel and Marie Wentzel, his wife.

EXCEPT: Interest of C. M. Youmans and Michael Montchelin,

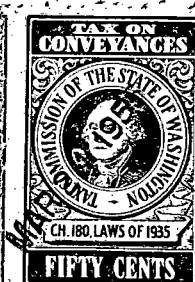
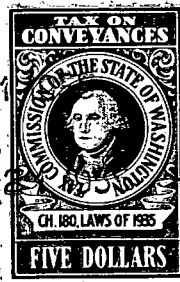
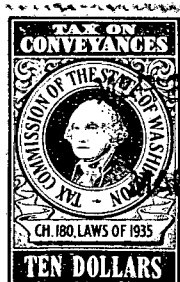
TO HAVE AND TO HOLD the same unto the said Roy V. Leonard, his heirs and assigns, forever together with the right of ingress and egress in, to, upon, and from said land for the named grantee, his agents, employees and servants, for the purpose of cutting and removing said timber.

PROVIDED, HOWEVER, that the grantee herein shall have up to and including the first day of June, 1957, to remove all or any of said timber.

The grantor herein does hereby covenant with the said grantee and his heirs and assigns that it is lawfully



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COUNTY
SECTION EXCISE TAX
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COUNT #185⁰⁰
COUNTY TREASURER
Y. M. O. Jeter



seized in fee simple of the above-described real property, and is the owner of the timber standing and fallen thereon, and has a valid right to convey and sell the same, and that it will and its successors shall warrant and defend the same unto the said grantee, his heirs and assigns, against the lawful claims and demands of all persons whomsoever.

By accepting this conveyance, grantee undertakes and agrees to pay one-half of the real property tax levied against said land subsequent to the recordation of the within instrument and during the period it is given the right to remove said timber, such payments to be made before such tax becomes delinquent.

The grantee further undertakes and agrees in removing said timber to comply with all applicable laws, rules and regulations of the State of Washington and of the Department of Conservation and Development of said State of Washington.

The grantee agrees that full and complete possession of the afore-described real property shall revert to George A. Sweeney and Anna E. Sweeney, husband and wife, their heirs or assigns, on the 1st day of June, 1957, or upon the full removal of the standing and fallen timber on said land, if the same occurs prior to June 1, 1957, and further, that the ownership of all timber remaining on said land after said period of removal has expired shall revert to the grantors herein.

The grantee shall have free and uninterrupted possession of said land during the period hereby granted it to remove said timber and the right to cut, use and construct roads on and across the said land and use the same for the removal of such timber in such manner as it may desire, and with the right to maintain logging camps with the usual privileges of camping while engaged in removing the timber from said land.

IN WITNESS WHEREOF, the said Garrabrant Lumber & Investment Co. has caused these presents to be executed in its behalf by its officers, hereunto duly authorized, and has caused its corporate seal to be hereunto affixed this 17th day of March, 1955.

GARRABRANT LUMBER & INVESTMENT CO.

By F. V. Garrabrant
President

ATTEST:

H. I. Garrabrant
Secretary

STATE OF OREGON)
) ss.
COUNTY OF Multnomah)

On this 17th day of March, 1955, before me appeared F. V. GARRABRANT, to me personally known, who being duly sworn, did say that he is the president of the Garrabrant Lumber and Investment Co., the within named corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said F. V. GARRABRANT acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, this the day and year last above written.

John Walker
Notary Public for Oregon
My commission expires 12/13/57

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

On this 17th day of March, 1955, before me appeared H. I. GARRABRANT, to me personally known, who being duly sworn, did say that he is the secretary of the Garrabrant Lumber and Investment Co., the within named corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said H. I. GARRABRANT acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, this the day and year last above written.

John Walker
Notary Public for Oregon
My commission expires 12/13/57