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TIMBER DEED AND AGREEMENT

THIS TIMBER DEED AND AGREEMENT, made and entered into this 20th day of September, 1958, by and between CHARLES WILSON, a single man at the time of acquiring title to the hereinafter described real property and timber; hereinafter called Wilson, and EVERETT CRAIK, dba CRAIK LUMBER COMPANY, a sole proprietorship engaging in business at Cook, Washington, hereinafter called Craik,

W I T N E S S E T H :

WHEREAS, Wilson is the owner of the following described real property located in Skamania County, State of Washington, to-wit:

Lot 7 of Oregon Lumber Company's subdivision of a part of Section 14, Township 3 North, Range 9, east, W. M., according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington,

and,

WHEREAS, Craik is desirous of purchasing all of the merchantable timber upon said described real property, together with the right to go upon and log and remove said timber for the period of one year,

NOW, THEREFORE, IT IS HEREBY UNDERSTOOD AND AGREED by and between the parties as follows:

That Wilson does hereby convey and warrant unto Craik all merchantable timber on the above-described real property, together with the right to go upon said real property and construct such roads and logging trails and do such other things as are necessary to cut and remove said timber for the period of one year from the date of this agreement; at the end of which time all timber then lying, standing and being upon said described premises shall revert to Wilson and all right, title and interest therein on the part of Craik shall cease and determine automatically.



No.

2561

TRANSACTION EXCISE TAX

OCT 1 1958

Amount Paid \$30.00

Mabel J. Jeter

Skamania County Treasurer

By Beverly J. Helling Rep.

For the purpose of this deed and agreement the term "merchant-able timber" shall be construed to cover all timber of any species and size except for cedar, suitable for processing and manufacture by Craik at his mill at Cook, Washington, provided, however, that Craik agrees not to log the four large Douglas fir shade trees near the residence.

For and in consideration therefor Craik agrees to pay immediately the sum of \$3000.00 cash and to conduct his operation upon said real property in a good and logger-like manner with the least damage to the land and small trees consistent with the usage and practice prevailing in the area.

Craik further agrees at all times to comply with all federal, state and local rules, laws and regulations concerning the cutting and removal of timber, with special regard for the Forest Practices Act of the State of Washington.

Craik further agrees to deposit with Wilson the sum of \$200.00 which shall be retained by Wilson as a performance bond to insure full performance by Craik of the terms and provisions of this agreement and which shall be returned to Craik as soon as he has satisfactorily performed. In the event any dispute arises concerning repayment of the said \$200.00, the parties agree to arbitrate the matter in the form and manner set forth in the arbitration statutes of the State of Washington in existence at the time any dispute arises, the decision of the arbitrators to be final and binding upon the parties.

Wilson agrees to sign such cutting permits or applications therefor as are necessary to enable Craik to go upon said premises and cut and remove said timber for the period designated.

Dated this 20 day of September, 1958.

Charles Wilson

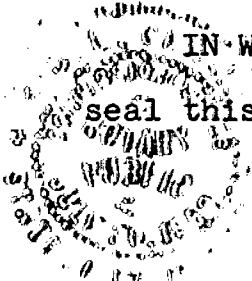
STATE OF WASHINGTON)

County of King)

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On this day personally appeared before me CHARLES WILSON, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 20 day of September, 1958.



Charles Wilson
Notary Public for Washington
Residing at Seattle, therein.

Unofficial Copy