

TIMBER DEED

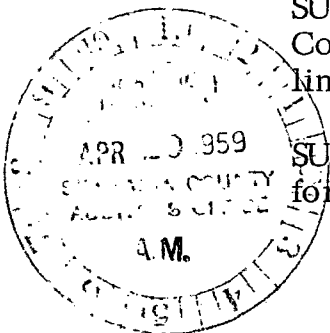
KNOW ALL MEN BY THESE PRESENTS that JACK E. CARL and GRACE CARL, husband and wife, and CLIFFORD M. HARBAUGH and NORA HARBAUGH, husband and wife, parties of the first part, and hereinafter referred to as the Grantors, in consideration of the sum of Ten (\$10.00) Dollars and other valuable consideration in hand paid by RALPH H. WECKS, WILLIAM C. WECKS, EARL L. WECKS, and JAMES H. WECKS, doing business as WECKS BROS., and hereinafter referred to as the Grantees, receiptwhereof is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto the party of the second part, all of the merchantable timber standing and down, including the piling and poles, to 11 inches on the stump, and now being upon the following described tract of real property situated in the County of Skamania, and State of Washington, and being more particularly described as follows, to-wit:

The South Half (S-1/2) of Section 9; the West Half of the Northeast Quarter (W-1/2 NE 1/4), the North Half of the Southeast Quarter (N-1/2 SE 1/4), the South Half of the Northwest Quarter (S-1/2 NW 1/4), and Government Lots 1, 8, and 9, in Section 16; all in Township 2 North, Range 7 E. W. M.; EXCEPT the 300 foot strip of land acquired by the United States of America for the Bonneville Power Administration's electric power transmission lines;

SUBJECT TO deed from the State of Washington dated March 27, 1916, and recorded April 12, 1916, at page 509 of Book P of Deeds, Records of Skamania County, Washington, said deed providing that conveyance is subject to reservations of oil, gases, coal, ores, minerals, and fossils, and subject to reservations of right of way for the removal of timber, minerals, sand, and gravel; and also

SUBJECT TO an easement granted to the Northwestern Electric Company, a corporation, for an electric power transmission line; and

SUBJECT TO an easement for a right of way for a pipeline for the transportation of oil, gas, and the products thereof



granted to the Pacific Northwest Pipeline Corporation, a Delaware corporation, by two right of way contracts dated December 14, 1955, and recorded February 6, 1956, at pages 104 and 111 of Book 41 of Deeds wherein Oliver I. Knoles and Clarissa M. Knoles, husband and wife, are grantors.

It is further understood and agreed that the timber shall be removed from the above described property by the Grantees on or before December 31, 1962, and any timber or logs that are not removed from the said premises by the said date shall become the property of the Grantors, free and clear of any right, title, claim, lien or interest of the Grantees herein.

The Grantees shall have the right to build all necessary roads for the removal of the said timber together with the right of ingress and egress over and upon the above described property; provided, however, that the said roads shall be located upon the said real estate in such a position that they will do the least damage to the young timber located thereon.

It is further understood and agreed that the Grantees up to December 31, 1962, shall have the right to place a portable sawmill at two different sites selected by the Grantees, and such equipment as is necessary and convenient for the operation of said mill.

The Grantees shall pay all taxes levied against the timber during the above-mentioned period, and shall hold the Grantors harmless against all liens therefor, and any claims arising out of their operations or the presence of their equipment on said real property.

It is further understood and agreed that the Grantors shall comply with all laws, rules and regulations of the State of Washington relative to the cutting of timber, and it shall be their obligation in regard to the burning, clearing and piling of slash and debris resulting from the logging operations pertaining to the above timber.

To have and to hold the same to the said party of the second part, their heirs, executors, administrators and assigns, and said parties of the first part do covenant and agree to warrant and defend the sale of the said timber hereby made unto the said party of the second part, or Grantees, their heirs, executors, administrators and assigns against all and every persons, whomsoever lawfully claim or to claim the same.

IN WITNESS WHEREOF we have hereunto set our hands this 17 day of ~~December~~ February 1959.

No. 3719  
TRANSACTION EXCISE TAX

APR 20 1959

Amount Paid (See R.E. Jul 26, 10)  
By Mildred O'Donnell  
Skamania County Treasurer

Jack E. Carl  
Grace Carl  
Clifford M. Harbaugh  
Nora Harbaugh  
Grantors.

STATE OF ~~WASHINGTON~~ Colorado )  
County of ~~Yakima~~ )

On this day before me personally appeared JACK E. CARL and GRACE CARL, husband and wife, ~~and Clifford M. Harbaugh and Nora Harbaugh~~ husband and wife, to me known to be the same persons named in and who executed the foregoing Timber Deed, and acknowledged to me that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and notarial seal this 17 day of ~~December~~ February 1959.

Louise Pleasant

Notary Public for ~~Washington~~ Colorado.  
residing at ~~Vancouver~~, therein.

My Commission expires April 8 1961

Virgil Scheiber  
Attorney at Law  
1105 Broadway  
Vancouver, Wash.



STATE OF ARIZONA

COUNTY OF *Navajo*

On this day before me personally appeared CLIFFORD M. HARBAUGH, and NORA HARBAUGH, husband and wife, to me known to be the same persons named in and who executed the foregoing Timber Deed, and acknowledged to me that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and notarial seal this 3rd day of April 1959.

*Ruth A. Lewis*

My Commission Expires May 2, 1962

Notary Public for Arizona.  
residing at Winslow therein.