

66947

TIMBER DEED AND AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That, whereas, CARL L. TWIDWELL and ATHA M. TWIDWELL, husband and wife, hereinafter referred to as GRANTORS, are the owners of certain merchantable timber situated on the below described premises in the County of Skamania, State of Washington:

The south half of lot 1 of Block 15; the north half of lot 2 of block 15; the north half of lot 1 of block 14; and the north half of lot 2 of block 14 of MANZANOLA ORCHARD & LAND COMPANY TRACTS according to the official plat thereof on file and of record at page 37 of Book A of Plats, records of Skamania County; said real property being also described as: S 1/2 NE 1/4 NW 1/4 NE 1/4; N 1/2 NW 1/4 NW 1/4 NE 1/4; and N 1/2 N 1/2 NE 1/4 NW 1/4, section 15, township 3 north, range 9 east, W. M.

AND, WHEREAS, ARTHUR F. MOORE and PAUL E. MOORE, d/b/a MOORE & SON, a partnership, hereinafter referred to as GRANTEES, are desirous of purchasing of the grantors certain merchantable timber upon the aforescribed real property,

NOW, THEREFORE, the grantors, for and in consideration of the sum of ELEVEN THOUSAND DOLLARS (\$11,000.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby convey and warrant unto the said grantees all merchantable timber of the fir, pine, and all other conifer species upon the aforescribed premises.

That grantees herein shall be obligated to remove the timber aforescribed on said premises at a date no later than May 25, 1968, upon which date in the event any or all of the amount of timber above specified is not removed by the grantees, all right, title and interest in and to said timber shall revert to the grantors herein without any further action upon their part. It is agreed, however, that this time limit of removal may be extended at the option of the grantees herein for an additional three years by the paying of the extension fee for such additional three years in the sum of FIVE HUNDRED DOLLARS (\$500.00) at the time of exercise of such election to extend until May 25, 1971.

1 Grantees herein agree to conduct all logging operations according to the
2 Forest Practice Act of the State of Washington and shall abide by all rules,
3 regulations and requirements of the State of Washington Forestry Division and
4 all federal rules in this respect.

5 The grantors herein shall permit the grantees to exercise right of ingress
6 and egress across the aforescribed premises and also the north half of Lot 1
7 of Block 15 of said aforescribed tract, but said grantees agree they shall do
8 as little damage as possible to the land itself, keeping in mind that the
9 grantees shall conduct their logging operations in a logger-like manner.

11 The grantors herein agree to do all necessary acts for the procurement of
12 a cutting permit for the grantees' benefit.

13 The grantees herein agree that they shall permit or suffer no act to be
14 done which shall constitute a lien on said premises, whether arising from con-
15 tract or tort, and shall hold the grantors free and harmless and indemnify them
16 for any such lien or liability which the grantees may so incur.

17 The grantors herein agree that they shall reserve the right to designate
18 the roads over which the said logging and hauling may be conducted, and the
19 grantees shall use such roads as in the grantors' designation.

20 The grantors herein warrant that they have full right and authority to
21 convey said timber herein and that the same is defended unto the said grantees.

22 Grantees agree to pile all brush, tops and other debris on the area logged
23 in such a manner that it can be burned.

24 Grantees further agree to do no damage to spring, creek, pipe line or
25 hardwood on area adjacent to creek and spring.

26 This timber agreement shall be binding on the respective heirs, assigns,
27 and successors of the parties hereto as if they were made a party thereof.

28 IN WITNESS WHEREOF, we, the undersigned, have hereunto set our hands and
29 seals this 25th day of May, 1966.

MOORE & SON, a partnership

30
31 Carl L. Tinsdell
Carl L. Tinsdell
Grantors

Arthur F. Moore (Partner)
Raul E. Moore
Grantees

TRANSACTION EXCISE TAX

MAY 26 1966

Amount Paid 116.00
GRANT J. SAULLE
ATTORNEY, Prothonotary
State Building
WHITE SALMON, WASH.
By _____
Stemline County Treasurer

1 STATE OF WASHINGTON)

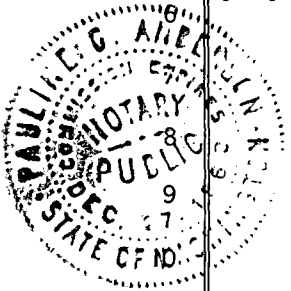
2)ss
County of Klickitat)

3 On this day personally appeared before me CARL L. TWIDWELL and ATHA M.
4 TWIDWELL, husband and wife, to me known to be the individuals described in and
5 who executed the within and foregoing instrument and acknowledged that they
signed the same as their free and voluntary act and deed for the uses and
purposes therein mentioned.

GIVEN under my hand and official seal this 25th day of May, 1966.

Pauline G. Anderson

Notary Public for State of Washington
Residing at White Salmon



11 STATE OF WASHINGTON)

12)ss
County of Klickitat)

13 On this day personally appeared before me ARTHUR F. MOORE and PAUL E. MOORE,
14 d/b/a MOORE & SON, to me known to be the individuals described in and who
15 executed the within and foregoing instrument and acknowledged that they signed
16 the same as their free and voluntary act and deed for the uses and purposes
therein mentioned.

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