

T I M B E R D E E D

The grantors, FRED THIES and PEARL THIES, husband and wife, for and in consideration of Ten and no/100 (\$10.00) Dollars in hand paid, receipt of which is hereby acknowledged, convey and warrant to J. H. Swanberg and R. L. Swanberg, a partnership dba "Swanberg Brothers" all fir and hemlock timber, standing and down, upon the following described premises situate in Skamania County, Washington, to-wit: *T. 1 N., R. 5 E., W. M., Section 5: SW 1/4, S 1/2 SE 1/4, 240 acres more or less.* *F.H.T. b. 111.1*

of section 5, T. 1 N., R. 5 E., W. M.
 The Southwest Quarter and the South half of the Southeast Quarter
 (~~SW 1/4 of S 1/2 of SE 1/4 of Twp. 1 N., R 5, E of W. M.~~)

EXCEPT that portion of the above-described premises which lies between the westerly right-of-way line of State Secondary Highway No. 120 and a line fifty (50) feet westerly from and parallel with the westerly bank of Canyon Creek.

EXCEPT an easement and right-of-way for an access road 14 feet in width granted to The United States of America by deed dated November 4, 1942, recorded January 11, 1943 on page 364 of Book 29 of Deeds, under Auditor's File No. 32284, Records of Skamania County, Washington.

Easements and rights of way for public roads, including that for the County Road known and designated as the Bell Center Road and that for the secondary State Highway 120, over and across the real estates under search.

All upon the following terms and conditions:

1. That the grantees shall leave upon said premises such seed area as is required by the State of Washington.
2. The grantees shall remove said timber within thirty (30) months from the date hereof and if the same be not removed within said thirty (30) month period, then all rights, title, and interest of grantees in and to said timber and premises shall be deemed and held to be terminated.
3. The grantees shall pay the taxes on said timber *and land* for the years of 1967 and 1968. *PLS*



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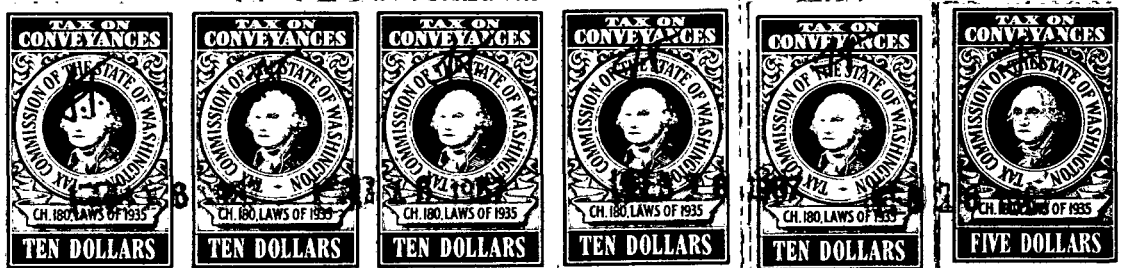
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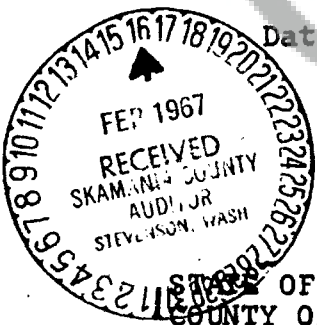
4. Grantees shall have the right of ingress over, across, and through said premises for the loading and removal of said timber therefrom and shall exercise such right within the excepted area along Canyon Creek on but one fourteen (14) foot wide right-of-way across Canyon Creek located at the extreme lower end of the premises.

5. The grantee shall be responsible for compliance with all Federal, State and Local requirements which include, cutting or harvesting permits, reforestation of such classified lands, severance taxes, slash and disposal responsibility and fire protection.

6. The grantee agrees to identify and hold free and harmless the Grantor from any and all damages, claims or demands upon the part of third parties on account of any action by the Grantee, his agents, servants, or employees, under this agreement, and furthermore to respect and protect all rights-of-way easements and servitudes belonging to any other third party or parties and to enjoin not to injure, damage, or waste the same in any way whatsoever and does hereby agree to indemnify and hold harmless the Grantor therefrom.

7. The grantees shall execute and deliver to grantors such instrument as may be required to effect the release of said premises by grantees should grantees conclude their logging operations prior to the termination date heretofore set forth.

Dated this 13 day of February, 1967.



TRANSACTION EXCISE TAX

FEB 24 1967

Amount Paid \$550.00

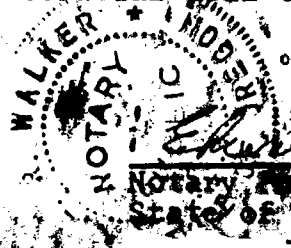
Michael S. Danvers
Skamania County Treasurer

Fred Thies
Pearl Thies

STATE OF WASHINGTON
COUNTY OF COWLITZ

On this day personally appeared before me FRED THIES and PEARL THIES, to me known to be the individuals described in and 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 13 day of February, 1967.



Notary Public in and for the
State of Washington, residing at
Commission Expires Dec. 15, 1970