

1967

KNOW ALL MEN BY THESE PRESENTS, That KEITH D. JOHNSON & WANELL JOHNSON, hus. & wf. & NORRIS H. JOHNSON & CARMEN S. JOHNSON, hus. & wf., hereinafter called the first party, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey, subject to the conditions hereinafter set forth, unto RAINIER MANUFACTURING COMPANY, an Oregon corporation

his heirs, successors-in-interest and assigns, (all of whom, for brevity, hereinafter are called the second party) all of the merchantable ^{FIR & HEMLOCK} timber lying or standing upon that certain land in Skamania County, ~~Oregon~~ Washington, described as follows, to-wit:

That part of the East half of the Southeast quarter of Section 3 Township 1 North, Range 5 East of the Willamette Meridian, lying North of a line 60 feet North of the North line of the Bonneville Power Administration right of way;
ALSO, that part of the West half of the Southwest quarter of Section 2 Township 1 North, Range 5 East of the Willamette Meridian, lying North of a line 60 feet North of the North line of the Bonneville Power Administration right of way, and lying West of the presently cleared part of said West half of the Southwest quarter.
Also including necessary easements for ingress and egress for equipment to be used for removal of said timber.

TO HAVE AND TO HOLD the same unto the said second party for the period hereinafter stated.

The first party hereby covenants to and with the second party that he is lawfully seized in fee simple of the above described premises; that the same are free from all encumbrances except None

and that he will warrant and defend the title to said merchantable ^{Fir & Hemlock} timber against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances, if any. The words "merchantable timber" as used above shall mean and include all down timber together with all standing timber measuring 6 inches or more in diameter at the height of 60 inches above the ground. The second party shall have the right to enter upon said land and to remove said merchantable timber therefrom at any time within 18 months from the date hereof (for brevity, the time within which said timber may be removed hereinafter is called the "period"); all merchantable timber not so removed on or before the expiration of the said period shall revert immediately to the first party. During said period, the second party shall have the right, with his agents, representatives and employees, (1) to enter upon and freely occupy said described lands, (2) to build and use roads, flumes, skid, tram and other ways and railroads, (3) to the use of water on said lands and sites for the storage of logs, lumber and other timber products and (4) to erect and use mills, buildings and other structures thereon; all structures erected by the second party during said period which are not removed within thirty days after the expiration thereof shall be deemed abandoned by the second party and shall become the sole property of the first party.

All taxes levied on or which attach to said lands or timber during the said period, including forest patrol assessments and other levies by any public agency or authority, shall be paid by the second party promptly on or before ~~November 1st~~ November 1st annually. At all times the second party shall observe and conform to all local, state and federal laws and regulations relative to his operations on said lands, including the orders and directions of the State Forester and the State Fire Marshall, shall cooperate with all public bodies and officials in the prevention and suppression of fires on or threatening said property and shall make his employees available for firefighting when needed. During said period, the second party shall use reasonable care in felling, cutting and removing said timber and shall not do or permit to be done any damage to growing crops or fences on said lands and lands adjacent thereto without just compensation being paid therefor.

The ~~total~~ ^{gross} consideration paid for this transfer, stated in terms of dollars is \$ 10.00. However, the actual consideration consists of or includes other property or value, given or promised, which is ~~part of the~~ ^{part of the} consideration ~~included~~ ^{included}.

In construing this instrument and where the context so requires, the singular shall include the plural, the masculine shall include the feminine and the neuter and, generally, all grammatical changes shall be made, assumed and implied to make the provisions hereof applicable to corporations and to individuals.

IN WITNESS WHEREOF, the first party has executed this instrument; if the first party is a corporation, it caused its corporate name to be signed and its corporate seal to be affixed hereunto by its officers duly authorized thereunto by order of its board of directors; all on this 22nd day of May, 1968.

Keith D. Johnson

Wanell Johnson

Norris H. Johnson

Carmen S. Johnson



STATE OF WASHINGTON,
County of Clark } ss.

On this day personally appeared before me Keith D. Johnson and Wanell Johnson, husband and wife and Norris H. Johnson and Carmen S. Johnson, husband and wife 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 22nd day of May, 1968

Edith E. Veith
Notary Public in and for the State of Washington,
residing at Vancouver