

1983

BOOK 67 PAGE 134

TIMBER DEED

THIS INDENTURE, made this 22 day of July, 1974, by and between COLUMBIA VISTA CORPORATION, a Washington corporation, hereinafter referred to as the "Grantor", and CROWN ZELLERBACH CORPORATION, a Nevada corporation, authorized to do business in the State of Washington, hereinafter referred to as the "Grantee",

W I T N E S S E T H:

WHEREAS, Grantor is the owner of timber situated on real property hereinafter described, and

WHEREAS, Grantor has agreed to sell said timber to the Grantee, and

WHEREAS, Grantor and Grantee have entered into other agreements with reference to the marketing of the same,

NOW, THEREFORE, for and in consideration of the sum of One (\$1.00) Dollar and other valuable consideration, the receipt of which is hereby acknowledged, the Grantor has this day granted, sold and conveyed unto the Grantee and its successors and assigns, forever, all of the merchantable live and merchantable dead timber standing or fallen, or situated or hereafter situated, on the following described real property, to-wit:

Situated in Skamania County, Washington, and being:

The South Half of the Northeast Quarter (S 1/2 NE 1/4) of Section 18, Township 3 North, Range 8 East of the Willamette Meridian.

Grantor warrants to the Grantee that Grantor has title to said timber, and the Grantee shall have the quiet enjoyment and possession of the property conveyed hereby.

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LAW OFFICES OF  
Landerholm, Menovich,  
Lansvark, Whitesides, Marsh,  
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The Grantee shall have free and uninterrupted ingress and egress over said real property, including the right to build and maintain roads on, to or across said land, as reasonably required for the purpose of transporting said timber therefrom, and shall have the free and uninterrupted possession of said real property during the time of this indenture for such purposes as are reasonably related to the removal of said timber, and to this end should be regarded as the holder of said land, to sue for and recover the same from all persons whatever, holding or attempting to hold the same; provided, the said Grantor, its assigns or successors, may retain such possession of said land at all times as will not interfere with the rights of the Grantee under this deed for the purpose aforesaid. It is further agreed that whenever said timber shall have been removed, the Grantor shall enter into full possession of said land at once, whether the time for such removal be expired or not; and it is further agreed that the right of the Grantee under this Timber Deed shall <sup>1975</sup> ~~cease~~ <sup>terminate</sup> at a time no later than September 30, 1975, at which time all rights of the Grantee under this Timber Deed shall terminate. The Grantor does hereby covenant with the Grantee and its successors and assigns that it will forever warrant and defend the title of said timber and the rights of Grantee to remove the same against all lawful claims whatsoever.

The Grantor shall also provide to the Grantee a policy of title insurance, insuring the title of the Grantee in said timber, subject only to easements and restrictions of record.

Grantee further covenants to pay all taxes assessed against the timber upon said real property, during the period of this Timber Deed, including the Washington Forest Excise Tax. All taxes assessed against the real property of the Grantor (excepting the timber thereon) shall be paid by the Grantor. Any failure by the Grantor to pay any taxes or assessments levied against said property, excepting those assumed by the Grantee, shall authorize the Grantee to pay the same, for which the Grantee shall have a lien on said real property to secure repayment of the same.

In consideration of the covenants undertaken by the Grantee herein, Grantor agrees to log the sold premises for the account of the Grantee, such logging to be done in a manner and according to specifications prescribed by Grantee, and to deliver the saw logs and pulp to a destination designated by the Grantee in the Camas, Washington area, in consideration for which the Grantee shall pay to the Grantor the sum of \$65.00 per thousand board feet of timber so removed and delivered. All poles and piling removed by the Grantor from the sold premises shall be delivered to a destination designated by the Grantee in the Scappoose, Oregon area, in consideration of which the Grantee shall pay to the Grantor the sum of ~~\$65.00~~ <sup>80.00 net EBF</sup> per thousand board feet of timber so removed and delivered. In carrying out the Grantor's responsibilities hereunder, the Grantor shall act as an independent contractor of the Grantee and shall only be responsible to the Grantee for the accomplishment of the work undertaken by the Grantor. Grantor's obligation hereunder shall extend to all merchantable live and dead

timber on the said premises, it being the intention of the parties that Grantor shall be responsible for the removal of all such timber and delivery of the same to the said destinations designated by the Grantee, in consideration for which Grantee shall make payments to Grantor as specified in this paragraph.

Grantor, in consideration of the payments described herein, shall pay all expenses required for the location of the boundary lines of the real property above described.

In further consideration of the covenants herein, the Grantee agrees to sell to the Grantor all saw logs developed from the timber removed from the sold premises (or, in the alternative, to sell to the Grantor an equivalent volume of saw logs from other timber acquired by the Grantee) for which the Grantor shall pay to the Grantee the then prevailing market price at the time of delivery.

IN WITNESS WHEREOF, the parties have placed their hands and seals this 22 day of July, 1974.

COLUMBIA VISTA CORPORATION

By Edward C. Boley  
Authorized signature

CROWN ZELTENBACH CORPORATION

By [Signature]  
Authorized signature

*WVC*  
*[Signature]*



