

TIMBER DEED

KNOW ALL MEN BY THESE PRESENTS, that BILLY DEAN LYONS and MARTHA MARIE LYONS, husband and wife, hereinafter called "Grantor", for and in consideration of One Hundred Fifty Thousand and No/100 (\$150,000.00) Dollars, to be paid as provided for hereinbelow, do by these presents grant, bargain, sell and convey unto CROWN ZELLERBACH CORPORATION, a Nevada corporation, herein called "Grantee", all merchantable conifer timber, 12" D.B.H. and above, located on the following described premises, to-wit:



Those portions of the following described tracts in Section 15, Township 4 North, Range 7 East, W.M., lying southerly and westerly of the Wind River Highway and northerly and easterly of the center of Wind River,

The South 163 feet of the South half of the Southeast Quarter of the Northwest Quarter lying easterly of the westerly right of way of the existing 70 foot private access road to El Descanso Al Rio.



The Northeast Quarter of the Southwest Quarter; EXCEPT that portion thereof platted as El Descanso Al Rio, recorded in Book A of Plats, Page 90, Records of Skamania County, Washington. Also EXCEPT the following described tract:



Beginning at the northeasterly corner of Lot 5 of El Descanso Al Rio Tract; thence South 57°54' East 24 feet; thence North 36° East 146 feet; thence North 57°54' West 70 feet; thence North 43°54' West 239 feet; thence South 36° West 146 feet; thence South 43°54' East 239 feet; thence South 57°54' East 46 feet to the point of beginning.



The South half of the Northeast Quarter, EXCEPT the West 20 feet and EXCEPT the South 163 feet of said West 20 feet.



The North half of the Southeast Quarter.

The Southeast Quarter of the Southeast Quarter.

EXCEPT that portion of the South half of the South half of the Southeast of the Southeast lying westerly of the easterly bank of Wind River.

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

By accepting this Timber Deed, Grantee agrees to pay for said timber in the following manner:

1. The sum of Fifty-Six Thousand (\$56,000.00) Dollars down upon closing.
2. The sum of Fifty-Six Thousand (\$56,000.00) Dollars on or about January 4, 1978.
3. The sum of Thirty-Eight Thousand (\$38,000.00) Dollars on or about January 4, 1979.
4. No interest shall be paid on the unpaid balance.

Grantor shall provide Grantee a policy of title insurance in accordance with Safeco Title Insurance Company Order #SK-10674 insuring good, marketable title in said timber in the amount of said purchase price, subject only to the terms and conditions of this Timber Deed.

Grantor further covenants to pay the 1% Real Estate excise tax and to provide the State of Washington Documentary Stamps, if required.

Grantee agrees to be responsible for the severance taxes imposed as the result of the harvest of said timber and Grantor shall pay all taxes and assessments on the real property of Grantor (except said timber).

Grantor further grants and conveys during the term hereof all and any necessary rights of way across the above-described premises or any other property now or hereafter acquired by Grantor reasonably necessary or convenient for the removal of the timber herein sold.

Grantee may cut and remove said timber from the above-described lands at its convenience in any quantity it desires; provided, however, it will not commence said logging operations prior to the time it makes the second payment and required herein on January 4, 1978. However, title to said timber shall pass to Grantee upon the execution and delivery of this instrument. Grantee shall have until December 31, 1980, the right to remove the timber herein sold, and all timber not so removed on or before said date shall revert to and be the property of Grantor, free and clear of any claim whatsoever of Grantee or any third person by, through or under Grantee.

IN WITNESS WHEREOF, Grantor has caused these premises to be executed
this 15th day of DECEMBER, 1977.

Billy Dean Lyons
BILLY DEAN LYONS

Martha Marie Lyons
MARTHA MARIE LYONS

STATE OF WASHINGTON)
County of SKAMANIA) ss

On this day personally appeared BILLY DEAN LYONS and MARTHA MARIE LYONS, husband and wife, to me known to be the individuals described 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 15th day of
DECEMBER, 1977.

R. J. Salomon
Notary Public in and for the State of
WASHINGTON RESIDING AT STEVENSON, W.N.
My commission expires: SEPTEMBER 21, 1981



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REGISTERED	<u>E</u>
INDEXED	<u>L.R. 48</u>
FILED	<u>12</u>
RECORDED	<u>12</u>
COMPARED	
MAILED	

THIS IS THE WASHINGTON COUNTY OF SKAMANIA
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING FILED BY
Martha Marie Lyons
OF Stevenson, Washington
AT 2:45 PM December 16, 1977
WAS RECORDED IN BOOK 73
OF Records AT PAGE 961
OF Records COUNTY, WASH.
R. J. Salomon
COUNTY CLERK