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SK-11364
3-7 1/2-25-700T

TIMBER DEED

Effective date:

January 22, 1979

Parties:DAVID H. MINTHORN, PETER R. MINTHORN,
MARK B. MINTHORN and KENT F. MINTHORN,
as tenants in common, hereinafter referred
to as "Grantors"COLUMBIA VISTA CORPORATION, a Washington
corporation, hereinafter referred to as
"Corporation" or as "Grantee"Recitals:

A. Grantors are the owners of timber situated on real property located in Skamania County, Washington, more particularly described as follows:

A tract of land located in Section 25, Township 3 North, Range 7 1/2 E. of the W.M., described as follows:

Government Lots 4 & 9, and that portion of Lot 3, lying southerly of the County Road running through said lot, all in Section 25, Township 3 North, Range 7 1/2, E. of the W.M.

B. Grantors wish to sell certain of the timber located upon said real property, and Grantee wishes to purchase said timber, on the terms and conditions set forth herein.

NOW, THEREFORE, IT IS AGREED as follows:

1. Grant of Timber. For and in consideration of the covenants and conditions herein stated, Grantors hereby grant, convey, and sell to the Grantee, its successors and assigns forever, all of the merchantable timber, standing or fallen, located upon real property described in Recital A.

2. Access Rights; Termination Date. The Grantee shall have the free and uninterrupted ingress and egress over said real property, including the right to build and maintain roads on, to, or across said real property, as reasonably required for the purpose of transporting 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 shall 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 Grantors, their assigns and 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 purposes stated. It is further agreed that whenever said timber shall have been removed, the Grantors shall enter into full possession of said land at once whether the time for such removal be expired or not; and it is further

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LAW OFFICES OF
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agreed that the rights of the Grantee under this timber deed shall cease and terminate at a time no later than February 1, 1981. The Grantors covenant with the Grantee and its successors and assigns that they will forever warrant and defend the title of said timber and the rights of the Grantee to remove the same against all lawful claims whatsoever.

3. Sale Price and Payment Terms. The consideration for the sale of timber herein is the sum of Forty-one Thousand One Hundred Fifty (\$41,150) Dollars, of which Four Thousand One Hundred Fifteen (\$4,115) Dollars has been paid, the receipt of which is hereby acknowledged. The balance of Thirty-seven Thousand Thirty-five (\$37,035) Dollars together with all accrued interest thereon will be paid on or before February 1, 1981, or at such earlier date that Grantee shall commence removal of the timber. Interest shall accrue on the unpaid balance at the rate of 8% per annum computed from the effective date hereof.

4. Title Insurance and Taxes. Grantors shall furnish to the Grantee a policy of title insurance, insuring the title to the Grantee in said timber. Grantee will pay all timber taxes imposed by reason of the removal of the timber and hold the Grantors harmless thereon. Grantors shall be responsible for payment of the real estate excise tax assessed against the Grantors on account of such sale, together with revenue stamps assessed against this transaction, but Grantee shall be responsible for the payment of title insurance costs incurred by the Grantors.

5. Provision for Windrowing. The Grantee will windrow the brushy areas of the real property described in Recital A, except, however, the areas where the slope is 25% or more, for which Grantee will have no responsibility. Grantee will windrow all slash accruing as a result of the timber removal.

6. Provision for Planting. The Grantee agrees to plant logged and cleared areas with 2.0 Douglas fir seedlings at a spacing of 10 feet by 10 feet and meet State planting requirements. Any obligation arising out of the growth of the planted seedlings shall be the responsibility of the Grantors, and not that of the Grantee.

7. Hold Harmless Provision. The Grantee will hold the Grantors harmless, and defend the Grantors, against any and all claims, demands, or causes of action growing out of, or in any way related to the removal of the timber from Grantors' property. Grantee shall comply with all of the regulations of the State of Washington, and secure the necessary permits, all at Grantee's expense, for the removal of said timber.

8. Non Assignability. The rights granted hereunder may not be sold or assigned to any third party without Grantors' written consent.

9. Attorney Fees. In the event that either party hereto should be required to commence legal proceedings to protect or enforce its or their rights under this timber deed, the prevailing party shall be entitled to recover reasonable attorney fees and court costs against the losing party, including attorney fees for appellate court proceedings.

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10. Warranties. Each of the individual parties named in this agreement warrants that if such party is married, his spouse has no interest in said timber either separately or as a member of such party's community, and that each of said parties warrants to the Grantee the title in said timber as against claim of a spouse, and that each party will defend and hold the Grantee harmless against any and all claims, demands, or causes of action which may be asserted against the Grantee on the sold timber by said spouse, or anyone claiming under or through such spouse.

IN WITNESS WHEREOF, the parties have placed their hands and seals this 19 day of January, 1979.

David H. Minthorn Esq.
M. B. Minthorn Esq. Attorney
David H. Minthorn
Peter R. Minthorn Esq.
M. B. Minthorn Esq. Attorney
Peter R. Minthorn

M. B. Minthorn
Mark B. Minthorn
Peter R. Minthorn Esq.
M. B. Minthorn Esq. Attorney
Kent F. Minthorn

COLUMBIA VISTA CORPORATION

By [Signature]
 Authorized Signature

STATE OF WASHINGTON }
 County of Clark } FS.

On this 19 day of January, A.D., 1979, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared MARK B. MINTHORN to me known to be the individual described in and who executed the foregoing instrument for himself and as attorney in fact of DAVID H. MINTHORN, PETER R. MINTHORN and KENT F. MINTHORN, also therein described, and acknowledged to me that he signed and sealed the same as his voluntary act and deed and as the free and voluntary act and deed of the said DAVID H. MINTHORN, PETER R. MINTHORN and KENT F. MINTHORN for the uses and purposes therein mentioned, and on oath stated that the power of attorney authorizing the execution of this instrument has not been revoked and that the said DAVID H. MINTHORN, PETER R. MINTHORN and KENT F. MINTHORN are now living.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

[Signature]
 Notary Public in and for the State
 of Washington, residing at Vancouver

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LAW OFFICES OF
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 Landerer, Whitelaw, Marsh,
 Moss & Williams, Inc., P.C.
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