

92307

SK12167

BOOK 77 PAGE 604

Return to:

ROMER NATIONAL TITLE INSURANCE CO.
719 SECOND AVE., SEATTLE, WASH. 98104
D.R.

WARRANTY MADE

THE GRANTOR, MILWAUKEE LAND COMPANY, an Iowa corporation duly qualified to do business in the State of Washington and with offices at 825 Skinner Building, Seattle, Washington 98101, hereinafter called "Grantor," for and in consideration of \$10.00 and other valuable consideration in hand paid to it by LEWIS COUNTY TIMBER COMPANY, a Washington limited partnership, hereinafter called "Grantee," conveys and warrants to Grantee, its successors and assigns forever, the following described real estate, situated in the County of Skamania, State of Washington (hereinafter referred to as the "Property"):

Northeast Quarter (NE¹/₄) of Section 1, Township 16 North, Range 6 East, W. M.

TOGETHER with all improvements, roads, easements, covenants and appurtenances, reversions, remainder, rents, issues and profits thereunto belonging or in anywise appertaining and all the estate, right, title and interest hereinabove granted in and to the Property as well in law as in equity of Grantor.

Grantor excepts and reserves from this conveyance unto itself, its successors and assigns, all oil, gas, and other minerals, lead, zinc, copper, coal, lignite, sulphur, phosphate, iron ore, sodium, salt, uranium, thorium, molybdenum, vanadium, and other fissionable materials, gold, silver, bauxite, limestone, antimony, mercury, refractory clays, diatomite, pumice, pumicite, silica sand, geothermal energy and all other metallic and nonmetallic mineral substances and ore deposits of any kind or character, whether solid, liquid or gaseous and without limitation by enumeration of the minerals expressly mentioned above, presently owned by Grantor in, on or under any of the Property, together with any reversionary interests in minerals located in, on or under any of the Property with full rights of ingress and egress and use of the surface to the extent reasonably necessary for the purposes of exploring, drilling, surface and sub-surface mining, developing, producing, removing, transporting and owning all of said minerals and mineral rights herein reserved to Grantor. The foregoing minerals are hereinafter referred to as "Minerals". Grantee shall have the right, however, to remove, without accounting to Grantor, for its own use in constructing roads and similar improvements on the Property, reasonable amounts of sand, gravel, clay and similar materials. Grantor, its successors and assigns, and lessees from Grantor, shall have the right to enter upon the Property and to explore for, mine, drill for, and extract all of the Minerals on and/or under the Property and to do all other things necessary or convenient to the exploration for and recovery of Minerals (hereinafter referred to as "mineral operations"), provided that Grantor

GRANTOR'S ADDRESS:
Milwaukee Land Company
516 West Jackson Boulevard
Chicago, Illinois 60606

GRANTEE'S ADDRESS:
Lewis County Timber Company
c/o IIT Raycoiter Incorporated
Northwest Regional Operations
Suite 400 Sea-Tac Office Center
18000 Pacific Highway South
Seattle, Washington 98148

8137
TRANSACTION EXCISE TAX

Amount Paid \$1.79

Skamania County Treasurer
By Dorothy S. H. H. Day

shall give at least 75 days prior written notice to Grantee of any planned mineral operations to be undertaken by Grantor and that reasonable provisions shall be made for payment (at fair market value) of full compensation to Grantee for damage to, destruction of, loss of use, or interference with, Grantee's surface interests, including the land, improvements, timber and other growing crops, together with suitable provision for reclamation and reforestation of areas damaged by such operations. Grantee shall be given a reasonable opportunity to remove timber to be affected by such operations. All other reasonable efforts will be made to protect Grantee's paramount interest in using the land for timber growing purposes.

SUBJECT TO the following general exceptions applicable to all parcels:

(1) The lien of ad valorem taxes, taxes and interest thereon which may become due if the Property is withdrawn from classification as forest land or reforestation land, mineral severance taxes and fire protection and other governmental assessments due in 1931 or years subsequent thereto.

(2) Railway easements, rights to build and construct public roads, rights of ways for installations of public utilities, railroad crossings, bridges, water intake boxes and pipelines, and mineral reservations, all as shown of record.

(3) Reservations or exceptions, if any, in patents or in acts authorizing the issuance thereof.

(4) Existing agreements, permits and leases of record.

(5) Any prohibition or limitation on the use, occupancy or improvement of the Property resulting from the rights of the public or riparian owners to use any waters which may cover the Property.

IN WITNESS WHEREOF, Grantor, pursuant to a resolution of its Board of Directors, has caused this instrument to be executed by its proper officers and its corporate seal to be hereunto affixed this 24th day of April, 1931.

MINNIKEE LAND COMPANY,
an Iowa corporation

BY: W. L. SMITH
Its President

(CORPORATE SEAL)

ATTEST: G. C. GRIMMISAKI
Its Secretary

Registered 24
Indexed 24
Referred 24
Recorded 24
Filed 24

STATE OF WASHINGTON) ss.
COUNTY OF SPOKANE)
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING IS
24 24
CORRECTION 24
AT 35 24
WAS RECORDED IN BOOK 79
OF 24 PAGE 605
RECORDS OF SPOKANE COUNTY, WASH.
24
COUNTY RECORDER

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 24th day of April, 1931, before me, the undersigned, a Notary Public in and for the State of Illinois duly commissioned and sworn, personally appeared W. L. SMITH, and G. G. GUNDELINER to me known to be the President and Secretary, respectively, of the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Robert W. Kiehnman
Notary Public in and for the
State of Illinois residing
at Evanston.

My Commission expires:

2, 20, 35

This instrument was
prepared by:

Robert W. Kiehnman, Esq.
ISHAM, LINCOLN & SEALE
One First National Plaza
Suite 4200
Chicago, Illinois 60603
(312) 558-7700