

northwest quarter (NW $\frac{1}{4}$), and the southeast quarter (SE $\frac{1}{4}$) of Section nineteen (19); the northwest quarter (NW $\frac{1}{4}$) of Section twenty-nine (29), all in township three (3) North, Range six (6) East Willamette Meridian; the southeast quarter (SE $\frac{1}{4}$) of Section thirty-six (36), township three (3) North, Range five (5) East Willamette Meridian; the east half (E $\frac{1}{2}$) of the northeast (NE $\frac{1}{4}$) and the north half (N $\frac{1}{2}$) of the southeast quarter (SE $\frac{1}{4}$) of Section twenty-three (23) Township two (2) North, Range five (5) East.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining; excepting, however, from the operation and effect of this deed, and reserving to the said grantor, its successors and assigns, all water rights and water privileges in and to the waters flowing in the Washougal River which runs through the lands above described.

To Have and To Hold the above granted premises with all the rights, easements and appurtenances thereto belonging unto the said T.B. Garrison, Jr., his heirs and assigns forever; subject, however, to the possession and uses of the said grantor, its successors and assigns, as hereinafter provided.

And the said grantor does covenant to and with the said grantee, his heirs and assigns that it is lawfully seized in fee of the above granted premises; that they are free from all encumbrances except one mortgage and deed of trust as recorded in Book "L" of Deeds, at page 274, in the County Records of Skamania County, State of Washington, and that it will, and its successors and assigns shall, warrant and defend the above granted premises to the said grantee, his heirs and assigns forever, against the lawful claims and demands of all persons.

It is mutually understood that this grant is a conveyance of land which is for the most part heavily timbered, and it is the intention of the parties hereto to convey the land and not the timber except upon conditions hereinafter named. Therefore it is mutually agreed by and between the parties hereto that the grantor, its successors and assigns, shall have the right to cut all the timber now standing or growing upon the land herein described; provided, however, that all of said timber shall be cut, logged and removed within twenty (20) years from the date of the signing and sealing of this instrument; and it is hereby agreed that all timber remaining upon the above described land, whether standing or fallen, at the end of the aforementioned period of years, shall become the property of the grantee, his executor and assigns.

It is further agreed by and between the parties hereto that the grantor, its successors and assigns, shall log cut and haul off the timber from 1500 acres of land herein described within five (5) years from the date of the signing and sealing of this instrument; said 1500 acres to be a part of that land on which the timber has been sold to the Weist Logging Company; and it is mutually agreed by the parties hereto that any timber remaining on the said 1500 acre tract at the expiration of this period shall become the property of the grantee, his heirs, executors and assigns.

It is further agreed by and between the parties hereto that for all land from which the timber has been cut and removed at the end of three (3) years from the date of the signing and sealing of this instrument the grantor will secure and record in the County Records of the County of Skamania, State of Washington, a release of lien now existing against said land by virtue of one mortgage and trust deed as recorded in Book "L" of Deeds, page 274, in the County Records of Skamania County, State of Washington, and to which this conveyance is made subject, and that each year thereafter similar releases of lien shall be secured and recorded for the land from which the timber shall have been cut and removed during the preceding year.

It is further understood and agreed by the parties hereto that the grantee, his heirs, executors and assigns, in the cultivation and uses of the land herein described shall in no way interfere with the logging or railroad interests of the grantor, its successors and assigns,