

KNOW ALL MEN BY THESE PRESENTS, That J.E. Blazier and wife, in consideration of one dollar to them in hand paid by T.B. Garrison, Jr., of Portland, Oregon, and of the mutual and dependent stipulations herein contained and hereinafter specified, do hereby grant, bargain, sell and convey unto the said T.B. Garrison, Jr., his heirs and assigns, all of the following bounded and described real property situated in the County of Skamania, State of Washington, to wit:

The northeast quarter (NE $\frac{1}{4}$) of Section thirty-six (36) in Township three (3) North of Range five (5) East Willamette Meridian; the southwest quarter (SW $\frac{1}{4}$) of Section thirty (30), and the north half (N $\frac{1}{2}$), and the north half (N $\frac{1}{2}$) of the south half (S $\frac{1}{2}$) of Section thirty-one (31) in Township three (3) North of Range six (6) East of Willamette Meridian, excepting from the operation and effect of this deed and specially reserving to the said grantors, their heirs and assigns forever, that certain dam now used by the Washougal River Improvement & Log Driving Company, a corporation, and that certain parcel of land upon which said dam is built and situated, and also all those certain tracts, pieces or parcels of real property within the flowage of said dam, which is situated in said Section thirty-one (31) in Township three (3) North of Range six (6) East Willamette Meridian, and sufficient space or room about and around said dam for buildings and improvements and for the protection, operation and maintenance of said dam and improvements, together with the right to operate said dam at all times and to back up water on said tracts, pieces or parcels of land, storing water on same, or otherwise, and to discharge the same for the purpose of driving logs or other timber, products, or otherwise; also specially reserving a strip of land for rights of way on, over and through said lands one hundred (100) feet wide on each side of the Washougal River commencing at the bank on either side of said river where same enters in, upon or across the described lands, and running along by said river through said described premises to a point where same leaves said described lands.

And the said grantee, in consideration of the premises, hereby relieves and holds harmless said grantors from all claims for damage or inconvenience which may be caused by the back water from said dam.

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 grantors, their heirs, executors and assigns as hereinafter provided.

And the said grantors do covenant to and with the said grantee, his heirs and assigns, that they are lawfully seized in fee of the above premises; that they are free from all encumbrances except one mortgage as recorded in Book "G" of Mortgages on page 10 to 12 in the County Records of Skamania County, State of Washington, and that they will, and their heirs, executors and administrators 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 grantors, their heirs, executors 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