

FOREVER THE RIGHT TO ENTER BY ITSELF, ITS AGENTS, ATTORNEYS AND SERVANTS UPON SAID LANDS OR ANY PART OR PARTS THEREOF, AT ANY AND ALL TIMES, FOR THE PURPOSE OF OPENING, DEVELOPING AND WORKING MINES THEREON, AND TAKING OUT AND REMOVING THEREFROM ALL SUCH OILS, GASES, COAL, ORES, MINERALS AND FOSSILS, AND TO THAT END IT FURTHER EXPRESSLY RESERVES OUT OF THE GRANT HEREBY MADE, UNTO ITSELF, ITS SUCCESSORS AND ASSIGNS FOREVER, THE RIGHT BY ITS OR THEIR AGENTS, SERVANTS AND ATTORNEYS AT ANY AND ALL TIMES TO ERECT, CONSTRUCT, MAINTAIN AND USE ALL SUCH BUILDINGS, MACHINERY, ROADS AND RAILROADS, SINK SUCH SHAFTS, REMOVE SUCH ~~SUCH~~ SOIL, AND TO REMAIN ON SAID LANDS OR ANY PART THEREOF FOR THE BUSINESS OF MINING AND TO OCCUPY AS MUCH OF SAID LAND AS MAY BE NECESSARY OR CONVENIENT FOR THE SUCCESSFUL PROSECUTION OF SUCH MINING BUSINESS HEREBY EXPRESSLY RESERVING TO ITSELF, ITS SUCCESSORS AND ASSIGNS, AS AFORESAID, GENERALLY ALL RIGHTS AND POWERS IN, TO AND OVER SAID LANDS, WHETHER HEREIN EXPRESSED OR NOT, REASONABLY NECESSARY OR CONVENIENT TO RENDER BENEFICIAL AND EFFICIENT THE COMPLETE ENJOYMENT OF THE PROPERTY, AND RIGHTS HEREBY EXPRESSLY RESERVED": PROVIDED, THAT NO RIGHTS SHALL BE EXERCISED UNDER THIS RESERVATION BY THE STATE, ITS SUCCESSORS OR ASSIGNS, UNTIL PROVISION HAS BEEN MADE BY THE STATE, ITS SUCCESSORS OR ASSIGNS TO PAY TO THE OWNER OF THE LAND UPON WHICH THE RIGHTS HEREIN RESERVED TO THE STATE, ITS SUCCESSORS OR ASSIGNS OR SOUGHT TO BE EXERCISED, FULL PAYMENT FOR ALL DAMAGES SUSTAINED BY SAID OWNER, BY REASON OF ENTERING UPON SAID LAND.

TO HAVE AND TO HOLD THE SAID PREMISES, WITH THEIR APPURTENANCES, UNTO THE SAID S. R. BIRDWELL AND ROSELLA L. BIRDWELL, HIS WIFE THEIR HEIRS AND ASSIGNS FOREVER.

WITNESS THE SEAL OF THE STATE, AFFIXED THIS 10TH DAY OF FEBRUARY, A.D. 1925.

(STATE OF WASHINGTON)
(SEAL)

ROLAND H. HARTLEY

GOVERNOR.

ATTEST:

A. M. KITTO
ASSISTANT SECRETARY OF STATE.

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FILED FOR RECORD JANUARY 12, 1927, AT 11-10 O'CLOCK A.M. BY S. R. BIRDWELL

G. C. Chesner
COUNTY AUDITOR
BY *Neil A. Mitchell*
DEPUTY

ALBERT E. DERRY ET UX TO CENTRAL PACIFIC LUMBER CO.

THIS AGREEMENT, MADE AND ENTERED INTO THIS 23RD DAY OF MAY A.D. 1925 BY AND BETWEEN ALBERT E. DERRY AND LILLIAN DERRY, HIS WIFE OF CLACKAMAS COUNTY AND STATE OF OREGON PARTIES OF THE FIRST PART, AND CENTRAL PACIFIC LUMBER CO. AN OREGON CORPORATION OF MULTNOMAH COUNTY AND STATE OF OREGON PART.. OF THE SECOND PART.

WITNESSETH, THAT THE SAID PARTIES OF THE FIRST PART, IN CONSIDERATION OF THE COVENANTS AND AGREEMENTS OF SAID PARTY OF THE SECOND PART, HEREINAFTER CONTAINED, HEREBY SELL AND AGREE TO CONVEY UNTO SAID PARTY OF THE SECOND PART, OR ITS SUCCESSORS OR ASSIGNS, BY DEED OF WARRANTY UPON THE PROMPT AND FULL PERFORMANCE OF SAID PART.. OF THE SECOND PART, OF ITS PART OF THIS AGREEMENT, THE FOLLOWING DESCRIBED PREMISES, SITUATE IN THE COUNTY OF SKAMANIA AND STATE OF WASHINGTON, TO-WIT:

$\frac{1}{2}$ OF $NW\frac{1}{4}$ OF SECTION 22 AND $E\frac{1}{2}$ OF $NE\frac{1}{4}$ OF SECTION 21, TOWNSHIP 3 N. RANGE 9 E., OF THE WILLAMETTE MERIDIAN, CONTAINS 160 ACRES, MORE OR LESS, ACCORDING TO THE GOVERNMENT