

Filed for Record at Request of:  
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FILED FOR RECORD  
SKAMANIA CO. WASH  
BY SKAMANIA CO. TITLE

SEP 16 4 25 PM '94

*R. G. Garry*  
AUDITOR  
GARY H. OLSON

120560

TIMBER DEED  
(AMENDED)

BOOK 145 PAGE 897

Stephen L. Ziegler and Colleen Ziegler, husband and wife, Grantors, do hereby convey and specially warrant the title to timber described herein, and will defend the same against the lawful claims of all persons, to Ronald D. Clark and Roy S. Ostroski, Grantees, all of the timber situated, standing, and down upon the following described land owned by the Grantors:

Legal Description of Timber Deed Area: A tract of land in the Southwest Quarter of the Southeast Quarter of Section 16, Township 3 North, Range 10, EWM, in the County of Skamania, State of Washington, described as follows: Lot 1 of the Stephen Ziegler Short Plat, recorded in Book 3 of Short Plats, Page 227, also recorded in Book 3 of Short Plats, Page 230, Skamania County Records.

Consideration: Grantees shall pay Grantors upon execution of this Timber Deed a lump sum payment of Seventy-Four Thousand Dollars (\$74,000.00).

Inspection: Grantors make no warranty or representation as to the suitability, quality, or quantity of any timber covered hereby, or as to the conditions under which it must be logged. Grantees acknowledge that they have inspected and satisfied themselves as to the condition of such timber and land.

Insurance: Grantees hereby agree to hold and save Grantors harmless from any and all claims by reason of the cutting and removal of the timber, including fire suppression costs, and including claims for property or bodily injury or death. Prior to cutting, Grantees shall secure a policy providing comprehensive general liability insurance coverage, including loggers broad form property damage insuring Grantors and the Grantees against any such loss or damage with coverage of not less than One Hundred Thousand Dollars (\$100,000).

Comprehensive General Liability: Comprehensive general liability shall include contractual liability coverage with limits of not less than Two Hundred and Fifty Thousand Dollars (\$250,000) per person and Five Hundred Thousand Dollars (\$500,000) per occurrence personal injury and Five Hundred Thousand Dollars (\$500,000) property damage, or combined single limit coverage of Five Hundred Thousand Dollars (\$500,000).

Worker's Compensation and Employer's Liability: Worker's compensation and employer's liability shall be provided by the Grantees to meet State requirements. This coverage

16916

REAL ESTATE EXCISE TAX

TIMBER DEED - 1

PAID exempt  
*in*  
SKAMANIA COUNTY TREASURER

Registered	<input checked="" type="checkbox"/>
Indexed	<input checked="" type="checkbox"/>
Filed	<input checked="" type="checkbox"/>
Exempt	<input checked="" type="checkbox"/>
Valid	<input checked="" type="checkbox"/>

Glenda J. Kimmel, Skamania County Assessor  
By: *JK* Parcel # 3-10-10-1102  
9/16/94

must protect all members in contractor's organization, both employer, sole proprietor, a partner, or modified officer of the corporation, and all employees.

Harvesting: All cutting and removal of timber and all other activities conducted by the Grantees on Grantors' premises shall be in accordance with all applicable laws, rules, and regulations, including the Forest Practices Act in the State of Washington, and in accordance with good logging practices existing in Skamania County, Washington. Grantees agree to assume and pay expenses of every kind and nature incident to the cutting, logging, hauling, and delivery of logs cut from Grantors' lands, and to keep the Grantors' lands and the timber thereon free at all times from all claims and liens of whatsoever nature arising out of any matter or thing connected with said logging operations. Grantees shall pay for all damage to Grantors' property, including real property improvement and personal property resulting directly or indirectly from negligent acts or omissions of Grantees.

Access: Grantees shall have a right of ingress and egress to go on and across Grantors' lands on which the timber hereby conveyed is located, making use of existing roadways and trails when available, with personnel, vehicles, and other such equipment as is necessary for the purpose of cutting said timber and removing it to the nearest accessible public road or highway, but the Grantees shall not construct any new road or other improvements on said lands without first obtaining the consent of the Grantors. In carrying out such activities, Grantees shall take all steps reasonably requested by Grantors to avoid undue interference with Grantors' access to and operations on its lands.

Payment of Taxes: Grantees agree to pay or cause to be paid as to the purchased timber herein the Washington State Forest Excise Tax. Any other taxes or encumbrances relative to this timber will be the responsibility of the Grantors unless negotiated and mentioned under the special provisions paragraph.

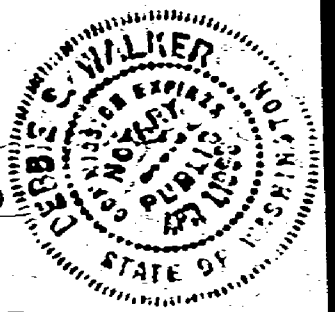
Special Provisions: (A) Grantees shall be responsible for all harvest taxes. (B) Grantees shall be responsible for reforestation.

(B) This deed amends that "Timber Deed" dated May 16, 1994, wherein Stephen L. Ziegler and Colleen Ziegler, husband and wife, are Grantors, and Ronald D. Clark and Roy S. Ostroski are Grantees, conveying timber located on the above-described real property.

Executed this 26 day of July, 1994.

Stephen L. Ziegler  
Stephen L. Ziegler

Colleen Ziegler  
Colleen Ziegler



BOOK 145 PAGE 899

Ronald D. Clark  
Ronald D. Clark

Roy S. Ostroski  
Roy S. Ostroski

STATE OF WASHINGTON )  
County of Chelan ) ss.

On this day personally appeared before me Stephen L. Ziegler and Colleen Ziegler, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and seal this 26<sup>th</sup> day of July, 1994.

Stephen L. Ziegler  
Notary Public for Washington  
Residing at E. Wenatchee  
My Commission Expires: 4/1/98

STATE OF WASHINGTON )  
County of Chelan ) ss.

On this day personally appeared before me Ronald D. Clark, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and seal this 22<sup>nd</sup> day of August, 1994.

Ronald D. Clark  
Notary Public for Washington  
Residing at  
My Commission Expires: 2/27/98

STATE OF WASHINGTON )  
County of Chelan ) ss.

On this day personally appeared before me Roy S. Ostroski, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and seal this 22<sup>nd</sup> day of August, 1994.

Roy S. Ostroski  
Notary Public for Washington  
Residing at  
My Commission Expires: 2/27/98