

SKAMANIA COUNTY  
REAL ESTATE EXCISE TAX

31915  
JUN 28 2016

AFTER RECORDING MAIL TO:

Chilton, Inc.  
1760 Down River Dr.  
Woodland, WA 98674

PAID \$3,371.00  
*William J. Smith*  
SKAMANIA COUNTY TREASURER

1007-CL 3634  
Grantor(s): EDWARD E. HARGADINE, DIANE A. HARGADINE, SHARON HARGADINE DOLAN,  
DALE I. HARGADINE; KATHLEEN M. HARGADINE

Grantee(s): CHILTON LOGGING, INC.

Assessor's Property Tax Parcel Acct Number(s): 03-08-29-0-0-0400-00

Abbreviated Legal Description: SE ¼ OF THE NW ¼, NE ¼ OF THE SW ¼ OF SECTION 29,  
TOWNSHIP 3 NORTH, RANGE 8 E OF THE W.M.

TIMBER DEED

THE GRANTORS, EDWARD E. HARGADINE, an unmarried man, DIANE A. HARGADINE, a married woman as her separate estate, SHARON HARGADINE DOLAN, a married woman as her separate estate, and DALE I. HARGADINE and KATHLEEN M. HARGADINE, husband and wife, for and in consideration of Ten Dollars and other valuable consideration, conveys, and warrants to CHILTON LOGGING, INC., a Washington corporation, Grantee, all of Grantor's rights, title and interest in and to any and all timber standing and down and being upon the following-described real property:

SEE ATTACHED EXHIBIT "A."

TOGETHER WITH a 40-foot wide easement for ingress, egress and utilities as described in the attached Exhibit "B."

The Grantee herein shall have the right to enter upon said property for purposes of cutting, yarding, loading, hauling and selling all said timber for one year from the date of recording of this deed, at which time the title to any timber or logs not then removed from the property shall revert back to the Grantor or Successor as appropriate. The right to enter shall include the right to cross all easements to property held by Grantor and shall include the right to construct roads, haulways and landings as are reasonably necessary for the harvesting and removing of said timber from the property.

The undersigned Grantors, and their assigns and successors at interest, warrant that the Timber conveyed hereby is free and clear of any monetary encumbrances thereon, and shall sign the timber harvest application/permit/transfer that Grantee will prepare for the harvesting of timber from said parcel. All timber is to be harvested. In addition, the following terms shall apply:

1. Grantor shall pay all real property taxes assessed against the Land and the Real Estate Excise Tax due in connection with the recording of this Timber Deed. Grantee shall pay all costs, expenses, fees and taxes pertaining to the ownership, management, cutting, harvest or sale

of the Timber, including, without limitation, logging and hauling costs, timber excise, severance and harvest taxes, permits and notifications. Grantee shall also be responsible for and pay the costs of any fire trails, clearing, fire protection, abatement or suppression activities, road haul signs, construction, repair and restoration of all roads, landings, skid roads, logging roads, slash piling and spreading, reforestation, and other activities that Grantee reasonably deems necessary in connection with managing, harvesting or removing the Timber, with all activities by Grantee to comply with all applicable State and Federal regulations. Notwithstanding the foregoing, Grantee shall not be responsible for burning any slash piles, unless Grantee acquires fee title to the real property on which the timber conveyed hereby is located.

2. Grantor shall not have the right to terminate any of Grantee's rights.
3. In the event any suit or action is instituted to enforce any terms or conditions in this Timber Deed, the prevailing party shall be entitled to an award of its costs and attorneys' fees.
4. The terms and conditions of this Timber Deed shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.
5. Grantee shall comply with all federal and state laws pertaining to the harvesting operation and be liable for any noncompliance with such laws resulting from this operation.
6. Grantee agrees to be responsible for damage caused by logging to fences, roads, trails, bridges, ditches, culverts, stone walls, fields or other improvements, existing as of the date logging operations commence, damaged beyond ordinary wear and tear, and "ordinary wear and tear" shall be defined and considered in the context of heavy logging operations.
7. Grantee shall leave access road, landing and skid trails in reasonable and operable condition. Grantee shall construct, install waterbars or other erosion control devices on the haul road, landing, and main skid trails to comply with all state and federal laws. The landings will be piled with logging (wood) debris, but cleared of any industrial or human trash (oil cans, containers, tires, etc.) that were brought onto the property by Grantee and its logging operations.
8. Grantee may not assign this Timber Deed in whole or in part without the written consent of the Grantor.
9. Grantee shall obtain and maintain in force and shall require any subcontractor to obtain and maintain in force, insurance coverage of the kind typically and customarily acquired by harvesters of timber in the same geographic area Grantee operates its business. Before the startup of the job, Grantee will furnish a certificate of insurance listing the Grantor as a certificate holder.
10. Grantee will indemnify and save harmless the Grantor and the Grantor's agents from any and all claims and actions covering loss, costs and damages of every kind and description which may be brought or made against Grantor and the Grantor's agents on account of or in any manner arising out of the work being done under this timber Deed, sustained by any person, firm, government agency, or the Grantee's agents, employees, contractors or subcontractors.

This conveyance is not intended to, nor does it convey, any rights in and to the within described real estate.

[Signatures next page]

////

////

////

Timber Deed-2 of 8

Dated June 27, 2016.

Edward E. Hargadine  
by Dale I. Hargadine, POA  
EDWARD E. HARGADINE  
by DALE I. HARGADINE, POA

Diane A. Hargadine  
by Dale I. Hargadine, POA  
DIANE A. HARGADINE  
by DALE I. HARGADINE, POA

Sharon Hargadine Dolan  
by Dale I. Hargadine, POA  
SHARON HARGADINE DOLAN  
by DALE I. HARGADINE, POA

Dale I. Hargadine  
DALE I. HARGADINE

Edward E. Hargadine  
by Kathleen M. Hargadine, POA  
EDWARD E. HARGADINE  
by KATHLEEN M. HARGADINE, POA

Diane A. Hargadine  
by Kathleen M. Hargadine, POA  
DIANE A. HARGADINE  
by KATHLEEN M. HARGADINE, POA

Sharon Hargadine Dolan  
by Kathleen M. Hargadine, POA  
SHARON HARGADINE DOLAN  
by KATHLEEN M. HARGADINE, POA

Kathleen M. Hargadine  
KATHLEEN M. HARGADINE

CHILTON INC.

Craig Chilton  
By CRAIG CHILTON, President

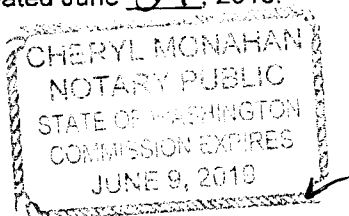
STATE OF WASHINGTON

COUNTY OF CLARK

ss

I certify that I know or have satisfactory evidence that DALE I. HARGADINE and KATHLEEN M. HARGADINE are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it as the Co-Attorneys In Fact for EDWARD E. HARGADINE to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated June 27, 2016.



CM  
Notary Public in and for the State of Washington  
Residing at Yuma 69201  
My appointment expires:

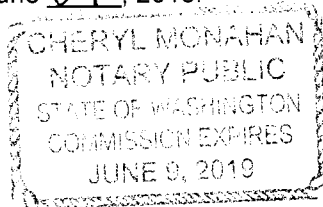
STATE OF WASHINGTON


} ss

COUNTY OF CLARK

I certify that I know or have satisfactory evidence that DALE I. HARGADINE and KATHLEEN M. HARGADINE are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it as the Co-Attorneys In Fact for DIANE A. HARGADINE to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated June 27, 2016.



  
 Notary Public in and for the State of Washington  
 Residing at Vancouver  
 My appointment expires: 6/9/2019

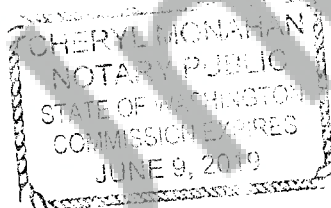
STATE OF WASHINGTON


} ss

COUNTY OF CLARK

I certify that I know or have satisfactory evidence that DALE I. HARGADINE and KATHLEEN M. HARGADINE are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it as the Co-Attorneys In Fact for SHARON HARGADINE DOLAN to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated June 27, 2016.



  
 Notary Public in and for the State of Washington  
 Residing at Vancouver  
 My appointment expires: 6/9/2019

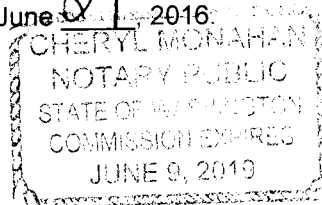
STATE OF WASHINGTON


} ss

COUNTY OF CLARK

I certify that I know or have satisfactory evidence that DALE I. HARGADINE and KATHLEEN M. HARGADINE are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it as their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated June 27, 2016.



  
 Notary Public in and for the State of Washington  
 Residing at Vancouver  
 My appointment expires: 6/9/2019

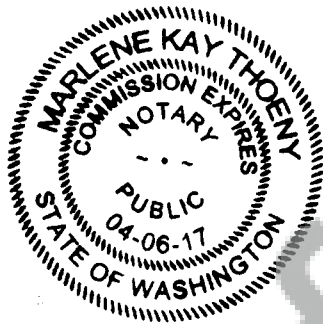
STATE OF WASHINGTON

COUNTY OF CLARK

} ss

I certify that I know or have satisfactory evidence that CRAIG CHILTON is the person who appeared before me, and said persons acknowledged that he signed this instrument and acknowledged it as the President of CHILTON LOGGING, INC. to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated June 24, 2016.



Marlene Kay Thoeny

Notary Public in and for the State of Washington  
Residing at  
My appointment expires:

**EXHIBIT "A"**

**THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 3 NORTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.**

**EXCEPTING THEREFROM THE FOLLOWING:**

**THAT PORTION CONVEYED TO THE STATE OF WASHINGTON, RECORDED MARCH 8, 1924 IN BOOK "T", PAGE 512, SKAMANIA COUNTY DEED RECORDS. ALSO RECORDED DECEMBER 30, 1926 IN BOOK "V", PAGE 147, SKAMANIA COUNTY DEED RECORDS.**

**THAT PORTION CONVEYED TO THE STATE OF WASHINGTON, RECORDED JUNE 10, 1929 IN BOOK "W", PAGES 190 AND 191.**

**THAT PORTION CONVEYED TO SKAMANIA COUNTY, RECORDED JANUARY 16, 1969 IN BOOK 60, PAGE 124, SKAMANIA COUNTY DEED RECORDS.**

**THAT PORTION CONVEYED TO THE STATE OF WASHINGTON, RECORDED SEPTEMBER 3, 1992 IN BOOK 130, PAGE 542, SKAMANIA COUNTY DEED RECORDS.**

**THAT PORTION CONVEYED TO SKAMANIA COUNTY RECORDED JANUARY 24, 1994 IN BOOK 141, PAGE 34.**

**THAT PORTION CONVEYED TO SKAMANIA COUNTY RECORDED JANUARY 27, 1994 IN BOOK 141, PAGE 144.**

**THAT PORTION CONVEYED TO SKAMANIA COUNTY RECORDED FEBRUARY 18, 1994 IN BOOK 141, PAGE 540.**

**THAT PORTION LYING NORTH OF AND WITHIN THE BONNEVILLE POWER ADMINISTRATION AND UNITED STATES OF AMERICA RIGHT OF WAY TRANSMISSION LINE OVER SAID PROPERTY.**

**PUBLIC ROADS.**

**ANY PORTION LYING SOUTH OF THAT CERTAIN PIPELINE RIGHT OF WAY EASEMENT GRANTED TO PACIFIC NORTHWEST PIPELINE CORPORATION BY DOCUMENT RECORDED JANUARY 4, 1955 UNDER AUDITOR'S FILE NO. 49814, BOOK 40, PAGE 434, RECORDS OF SKAMANIA COUNTY, WASHINGTON.**

Skamania County Assessor  
Date 6-28-14 Parcel# 3-8-29-400  
3-8-29-400-06

EXHIBIT A-1

A forty foot (40.00') wide access easement for ingress, egress, and utilities situated in Skamania County, Washington, further described as twenty feet (20.00') on both sides of the following centerline:

Commencing at a Terra yellow plastic cap set North 00°58'53" West, a distance of 15.00 feet from the calculated position of the Southwest Corner of the Northeast ¼ of the Southwest ¼ of Section 29, Township 3 North, Range 8 East, Willamette Meridian per a survey recorded in Auditor File Number 2005 – 157177;

Thence North 65°23'21" East, a distance of 980.69 feet, more or less, to the intersection of the West Right-of-Way of the Wind River Highway and an existing driveway centerline shown as Station 0+00 on the attached exhibit, and the true point of beginning;

thence along said driveway centerline the following calls;

thence North 71°04'38" West, a distance of 49.39 feet;

thence South 73°47'39" West, a distance of 234.71 feet;

thence North 68°40'05" West, a distance of 64.48 feet;

thence North 58°40'13" West, a distance of 84.33 feet;

thence North 27°50'45" West, a distance of 29.55 feet;

thence North 02°20'04" East, a distance of 157.77 feet;

thence North 35°31'41" East, a distance of 27.04 feet;

thence North 65°19'04" East, a distance of 72.84 feet;

thence North 33°36'58" East, a distance of 61.17 feet to Station 7+81.29 the point of cusp on a curve concave to the west having a radius of 50.00 feet and a central angle of 108°54'56" and being subtended by a chord which bears North 22°05'23" West 81.37 feet;

thence leaving said existing driveway centerline Westerly along said curve, a distance of 95.05 feet;

thence North 76°31'45" West, a distance of 102.52 feet;

thence North 58°41'41" West, a distance of 161.14 feet;

thence North 35°12'17" West, a distance of 188.86 feet;



thence North  $14^{\circ}57'42''$  West, a distance of 268.02 feet to the beginning of a curve concave to the South having a radius of 50.00 feet and a central angle of  $132^{\circ}08'49''$  and being subtended by a chord which bears North  $80^{\circ}58'32''$  West 91.41 feet;

thence Westerly along said curve, a distance of 115.32 feet;

thence South  $32^{\circ}57'03''$  West tangent to said curve, a distance of 69.33 feet to Station 17+81.54 which is the end of the easement centerline.

Said point being on the East line of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 29, Township 3 North, Range 8 East, W.M., and said point being South  $00^{\circ}58'53''$  West, a distance of 37.77 feet from a Terra yellow plastic cap per survey recorded in Auditor File Number 2005 - 175177, which is the Northeast corner of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 29, Township 3 North, Range 8 East, W.M.