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57-10437

between W. JACK SPRINKEL and GEORGENE SPRINKEL
name of seller spouse
of 9114 N. W. 20th Avenue, Clark, Washington
address county state

Purchaser agrees to pay \$140,000.00 for timber described below:

Purchaser agrees to buy the following timber: All merchantable.

This timber is located on Sec. 34 T. 2 N, R. 5E W.M.
County of Skamania, State of Washington. Additional
Legal Description: EXHIBIT "A" ATTACHED HERETO

It is understood and agreed between buyer and seller that this agreement begins December 7, 1977, and ends October 15, 1980, and any timber or other products not cut or removed prior to said termination date shall revert to the seller.

Seller agrees to sign necessary cutting permits and timber deeds as needed for legal timber removal.

Purchaser agrees to submit cutting and timber deed for processing.

Purchaser agrees to pay and handle all harvest taxes imposed on timber by the State,

Slash responsibility and disposal shall be taken care of as follows;

See attached addendum

Any replanting that is required by Department of Natural Resources shall be See attached addendum

5450

[illegible]

1400⁰⁰

By Benedict J. Walling, Jr.

Transaction in compliance with County subdivision ordinances,
Skaneateles County Assessor - By: *[Signature]*

Seller agrees to grant right of way and freedom of ingress and egress to purchaser and his employees on and across the area covered by this agreement and also other privileges usually extended to purchasers of stumpage which are not in conflict with specific provisions of this agreement.

Purchasers agree's to hold Sellers : : free from any third party claims involved with removal of timber.

Purchaser agrees to maintain insurance and hold seller free from all damages, claims, or demands upon the part of third parties on account of any action by purchaser, his agents, or employees, under this agreement and furthermore to respect and protect all rights-of-way, easements, and servitudes belonging to any other party or parties, and enjoin not to injure, damage or waste the same in any way whatsoever and does hereby indemnify and hold harmless the seller.

Date: January 12, 1978

W. Jack Sprinkel
W. Jack Sprinkel

Georgene Sprinkel
Georgene Sprinkel

Seller

Date: January, 1978

STIMSON LUMBER COMPANY

Purchaser

BY: Theodore Alley Jr. Vice Pres.

STATE OF WASHINGTON,

County of Clark

On this day personally appeared before me W. JACK SPRINKEL & GEORGENE SPRINKEL to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes herein mentioned.

Given under my hand and official seal this 12th day of January, 1978.

Paul A. Harrison
Notary Public in and for the State of Washington,

residing at Salmon

ADDENDUM TO TIMBER PURCHASE CONTRACT

Dated the _____ day of January, 1978

Between: W. JACK SPRINKEL and GEORGENE SPRINKEL, Seller, and STIMSON LUMBER COMPANY, Purchaser, whereas

Upon receipt of \$89,000.00 on or before the 30th day of June, 1978, being the balance of the Contract, the Seller agrees to give a Timber Deed to the Purchaser, and whereas

it is agreed between the parties that if the timber is cut between the 1st day of April, and the 15th day of September, of the year, the Purchaser shall provide fire trails around each unit prior to cutting, and whereas

all cutting, logging and clean up operations must be completed before the 15th day of October, 1980, and whereas

the main road traversing subject property, must be kept clear and in adequate repair to enable automobile travel at all times, and upon completion of logging operation, the road is to be cleaned up, smoothed, and back-bladed by the purchaser, and whereas,

Purchaser agrees to conduct all logging operations in compliance with the regulations set out by the Department of Natural Resources and any other governing body having jurisdiction over timber removal in the State of Washington, and whereas,

Purchaser agrees to assume the burden of any and all taxes that may be levied against subject timber value or cutting from the 1st day of January, 1978 or until Contract completion, and whereas,

Purchaser agrees to windrow and or burn in a manner suitable for planting that will satisfy the rules set out by the Forest Practices Act. In addition Purchaser agrees to put the land in compliance with the Forest Practices Act as the timber shall be removed, and whereas,

Purchaser agrees to remove the timber from subject property in a workmanship like manner and to indemnify the land owners against any damages, lawsuits, or actions against the land owner from acts that are caused by Purchaser's logging operation.

W. Jack Sprinkel
W. Jack Sprinkel

Georgene Sprinkel
Georgene Sprinkel

STIMSON LUMBER COMPANY

BY: Theodore Tilley
Vice Pres.

OREGON
STATE OF WASHINGTON

County of Multnomah

ss.

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On this 12th day of January A. D., 19 78
before me personally appeared Theodore Lilley Jr.

, to me known
to be the Vice President of the corporation that
executed the within and foregoing instrument, and acknowledged the said instrument to be the free and vol-
untary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated
that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above
written.

Brita Wendell

Oregon

Notary Public in and for the State of Washington residing at Portland Oregon

TL-35 1/66 Security Title Insurance Company of Washington - ACKNOWLEDGMENT - CORPORATION

NOTARY PUBLIC FOR STATE OF OREGON
EX-100 2/9/79
COUNTY OF MULTNOMAH

EXHIBIT "A"

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THE SOUTHWEST QUARTER OF THE
NORTHEAST QUARTER; THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; AND THE
SOUTH HALF OF THE SOUTHWEST QUARTER, ALL IN SECTION 34, TOWNSHIP 2 NORTH,
RANGE 5 E.W.M.
EXCEPT THE WEST 75 FEET OF THE SOUTH HALF OF THE SOUTHWEST QUARTER.

40615

STATE OF WASHINGTON
COUNTY OF GRANT

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF DEED WAS FILED BY

John C. Tolle Co.

OF Clatsop County, Ore.

AT 2:55 P.M. on January 17, 1978

FOR RECORD IN BOOK 24

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WITNESSES OF GRANT COUNTY, WASH.

Ed. Tolle

COUNTY CLERK

* E. Mumford

REGISTERED
INDEXED
RECORDED
COMPALED
MAILED