

As the timber is removed to mill or river the timber taken to the mill is to be sealed according to truck scale, and the timber taken to the river is to be sealed according to Columbia River Sealing Bureau scale. When the timber is so sealed the party of the second part agrees to pay for the same at said rate, such payment to be made at the rate of \$1.50 per M to Reuben S. Frank and \$3.50 per M to Bruce Dennis, Attorney in Fact for Fred H. Knapp. The party of the second part has paid on an estimate made by them on this day the sum of Five Hundred Dollars (\$500) to Reuben S. Frank and One Thousand Dollars (\$1,000) to Bruce Dennis, Attorney in Fact for Fred H. Knapp, and as the timber is removed the party of the second part agrees to pay for the same at the above rate for all of said timber after credit for the payment this day made on said estimate has been applied.

The parties of the first part further agree to sell to the party of the second part the merchantable timber standing and being upon said tract for the sum of \$2.00 per M feet according to said scales, depending on whether the timber is removed to river or to mill.

The parties of the second part agree to pay for logs now standing and remove from said tract immediately after the scaling of the logs taken therefrom, and will account for and pay for all timber removed twice each month. The party of the second part will deliver copies of all scales to the parties of the first part.

The party of the second part agrees to comply with all laws, rules and regulations of the State of Washington and of the United States of America and to save the parties of the first part harmless from or on account of any claims or liability arising by reason of non-compliance therewith.

The party of the second part shall have the right to construct and maintain upon said real property all roads, tramways or other facilities necessary or proper for the removal of said timber.

The party of the second part further agrees to have all of said timber removed and paid for within five years from the date of this agreement.

It is further understood and agreed that the party of the second part shall have thirty days from the date of this agreement within which to determine whether to purchase the merchantable timber standing and being upon the West 80 of the Northwest Quarter of Section 22, Township 2 North, Range 6, E. W. M., and if the party of the second part determines to purchase said timber they shall notify the parties of the first part in writing within said thirty days and thereupon all of the terms and provisions of this contract shall apply with equal force and effect to said additional land and the timber thereon shall be removed and paid for in accordance with the terms of this agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on this the day and year hereinabove first written.

Reuben S. Frank

FRED H. KNAPP

By Bruce Dennis

Attorney in Fact

Parties of the First Part.

OLSEN BROS. LUMBER CO.

Carl J. Olson

Ernest Olson

Frank Houts

Edwin Nelson

Parties of the Second Part.

Filed for record October 28, 1942 at 1-00 o'clock p.m. by Reuben S. Frank.

Mabel J. Jasse
Skamania County Auditor.

#3212

George C. Marriott et ux to Dee Wakefield.

The Grantors, George C. Marriott and Hannah S. Marriott, husband and wife, for and in