

SHELL OIL COMPANY  
A. C. GUDESTATE OF WASHINGTON )  
County of Skamania ) ss.

On this 1st day of April, in the year nineteen hundred and twenty-nine A. D., before me R. M. Wright, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared J. T. Haffey and Mrs. J. T. Haffey, wife, personally known to me to be the persons whose name are subscribed to the within instrument, and that they acknowledged to me that they have executed the same.

IN WITNESS WHEREOF, I have hereunder set my hand and affixed my official seal in said County the day and year in this certificate first above written.

R. M. WRIGHT,

(Notarial Seal)

Notary Public in and for Skamania  
County, State of Washington.

My commission expires Feb. 15, 1931.

Filed for record August 29, 1929 at 5:00 P. M. by Shell Oil Company.

G. C. Chesser, County Auditor.

By Nellie J. Foster Deputy.# 15669 Express Building Company v.  
Warren Logging Company

THIS AGREEMENT, made and entered into this 17 day of May, 1928, by and between EXPRESS BUILDING COMPANY, an Oregon corporation, hereinafter referred to as "VENDOR" and WARREN LOGGING COMPANY, an Oregon corporation, hereinafter referred to as "VENDEE": WITNESSETH:

That for and in consideration of the payments to be made in the amounts and at the times hereinafter set forth, the Vendor agrees to sell and the Vendee agrees to buy the timber on the following described real property, situated in the County of Skamania, State of Washington, all in Township 3 North, Range 10 East, of the Willamette Meridian, as follows:

Section 4 SE $\frac{1}{4}$  of NW $\frac{1}{4}$   
SW $\frac{1}{4}$  of SE $\frac{1}{4}$   
Section 5 Lots 1 and 2  
S $\frac{1}{2}$  of N $\frac{1}{2}$   
SW $\frac{1}{4}$  except 5 acres in SE of  
Lot 1.  
Section 6 Lot 2  
S $\frac{1}{2}$  of NE $\frac{1}{4}$   
Lot 3  
SE $\frac{1}{4}$  of NW $\frac{1}{4}$   
N $\frac{1}{2}$  of SW $\frac{1}{4}$   
SE $\frac{1}{4}$  of SW $\frac{1}{4}$   
SE $\frac{1}{4}$   
Section 7 NE $\frac{1}{4}$  of NW $\frac{1}{4}$   
Section 8 NE $\frac{1}{4}$  of SE $\frac{1}{4}$ , S $\frac{1}{2}$  of NE $\frac{1}{4}$ , SE $\frac{1}{4}$  of NW $\frac{1}{4}$   
Section 9 NE $\frac{1}{4}$ , W $\frac{1}{2}$   
Section 10 W $\frac{1}{2}$  of W $\frac{1}{2}$   
Section 16 NE $\frac{1}{4}$  of NE $\frac{1}{4}$   
Section 17 NE $\frac{1}{4}$

Excepting therefrom all land upon which are situated the houses and outbuildings now occupied by HARVEY D. KELCHNER excepting also therefrom all land upon which are situated the houses and outbuildings now occupied by CATHRYN A. GLECHNER, and excepting all land planted to orchard or garden, or used for farming or horticultural purposes, and excepting all wood on said land not necessary for operation as hereinafter provided.

All upon the following terms and conditions.

### 1. Warrenty

It is stipulated for the purpose of this agreement of sale that the stumpage of timber of the said lands has been investigated by Vendee, and neither party shall be deemed to have represented to the other any particular amount of stumpage. It is expressly stipulated that each party has made its own stumpage investigation of the property herein involved, and of the other facts which are material. It is expressly understood that the Vendor does not warrant to the Vendee its title to the lands described or the timber thereon situated, except as protected by the warrant of the Hood Land Company or any agreement by Hood Land Company or any agreement by Hood Land Company or Porter Bros., but in the event that it hereafter appears that title to any piece or pieces herein described is not in the Vendor, then the Vendee is relieved from his agreement to cut timber from that piece or those pieces.

### 11.

### Payment

The Vendee agrees to pay on account of the purchase price, the sum of Eighteen Hundred Seventy-five Dollars (\$1875.00) on the 5th Day of July, 1928, and a like sum on the 5th day of each subsequent month during the life of this contract, excepting the months of December, January, February, and March of each year, provided that the entire purchase price shall be paid in full within six (6) years from the date of this contract. The said stipulated monthly payments are minimum; regardless of the amount of timber cut and scaled in any one month, and nothing herein contained may be construed to waive or qualify the obligation of the Vendee to make the said monthly payment as herein provided saving the months above excepted.

It is understood that all merchantable timber cut will be paid for at the rate of Two Dollars (\$2.00) per thousand feet, but that the first thirty million feet shall be paid for at the rate of Two Dollars and Fifty Cents (\$2.50) per thousand feet, the added fifty cents (50¢) per thousand feet to be considered as applying to the credit of Vendee on the purchase price of the last 7,500,000 feet of timber remaining. After thirty million feet shall have been cut, the Vendee shall pay for the next five million feet of timber at the flat rate of Two Dollars (\$2.00) per thousand feet. At that time a cruise of the remaining timber shall be made by one cruiser appointed by the Vendor, one by the Vendee, and, at the option of either party hereto, by a third chosen by said two cruisers. It shall be the duty of said cruisers so appointed to report to the Vendor and Vendee the results of their cruise. If it appears in such report that there are only 7,500,000 feet of timber uncut and remaining upon the lands above described, then no further monies need be paid by the Vendee to the Vendor until as hereinafter provided, and the Vendee may proceed to log and cut the remaining timber, continuing, however, to make reports as hereinafter provided. If, however, it appears that the remaining timber is in excess of 7,500,000', then the Vendee must make the monthly payments as herein agreed and must pay at the rate of Two Dollars (\$2.00) a thousand for all timber in excess of 7,500,000 feet; no credit on account of said added 50¢ per thousand feet will apply on any timber until all but 7,500,000 feet has been cut. If and when the land and timber so remaining has been cleared and cut, and it appears that the timber cut thereon is less than 7,500,000 feet, the Vendor shall return to the Vendee any excess which may have been paid to the Vendor, but if the said timber as cut aggregates over 7,500,000 feet, then such timber shall be paid for at the rate of Two Dollars (\$2.00) per thousand feet at the times and in the manner as in this contract provided.

All cedar posts cut shall be paid for at the rate of one cent (1¢) each, all poles at the rate of one and one-half cents (1½¢) per linear foot, and piling at the rate of

one cent (1¢) a linear foot.

If it appears from the account rendered on the 5th day of any month that the value of the timber scaled and cut during the month covered by the report exceeds the minimum advance monthly payment of Eighteen Hundred Seventy-five Dollars (\$1875.00), then such timber scaled and cut of a value (at the rate of Two Dollars (\$2.50) per thousand feet) in excess of the eighteen Hundred Seventy-five Dollars (\$1875.00) payment shall be paid for on the said 5th day of the month at the time the report is made. In case the value of the timber scaled and cut and paid for during the reported month is more than the said Eighteen Hundred Seventy-five Dollars (\$1875.00) payment, the regular advance payment of Eighteen Hundred Seventy-five Dollars (\$1875.00) must nevertheless be made without deduction or credit on account of any payment or payments previously made. In case the value of the timber scaled and cut during any reported month is less than said advance monthly payment of Eighteen Hundred Seventy-five Dollars (\$1875.00) made for such reported month, the difference between the said monthly payment of eighteen Hundred Seventy-five Dollars (\$1875.00) so made and the value of the timber cut and scaled in said month shall be carried forward as a credit against overage payments, which might otherwise be necessary in the subsequent months, that is to say, said difference as so described shall be carried forward as a credit against overage payments which would otherwise become payable in subsequent months in which the Vendee cut and scaled timber to a value in excess of Eighteen Hundred Seventy-five Dollars (\$1875.00) advance payment until the value of the timber subsequently cut and scaled exceeds the advance monthly payments by such an amount as to exhaust credit or credits carried forward in the manner herein described; for example - if the report on August 5th shows that during the month of July there has been cut and scaled timber to the value of Twenty-eight Hundred Seventy-five Dollars (\$2875.00) on a basis of Two Dollars and Fifty Cents (\$2.50) per thousand, or on the basis of cedar posts and piling as herein set forth, then on said 5th day of August the Vendee must pay the additional sum of One Thousand Dollar (\$1000.00) which, together with the Eighteen Hundred Seventy-five Dollars (\$1875.00) would pay for the total timber cut and scaled during July. Nevertheless, on said 5th day of August the advance payment for the month of August must be made of Eighteen Hundred Seventy-five Dollars (\$1875.00). If the report on the 5th day of September shows that during the month of August timber to the value of only Eight Hundred Seventy-five Dollars (\$875.00) has been cut and scaled, no overage payment is necessary, but the payment of Eighteen Hundred Seventy-five Dollars (\$1875.00) must be made on said date covering the advance payment for the month of September. If on October 5th it appears that during the month of September timber has been cut and scaled to the extent of Twenty-eight Hundred Seventy-five Dollars (\$2875.00) during that month, then no overage payment need be made because the total advance payments for the month of August and September total the value of timber cut and scaled during said August and September, but if on the 5th day of October the timber cut and scaled during the month of September is Thirty-eight Hundred Seventy-five Dollars (\$3875.00), then on said 5th day of October the Vendee must pay the additional sum of One Thousand (\$1,000) Dollars for overage. The advance payment of Eighteen Hundred Seventy-five (\$1875.00) for the month of October must also be made on said 5th day of October, because this advance payment must be made regardless of the amount of timber cut and scaled.

#### 111. Equipment

The Vendee shall be entitled to take possession of the property upon the execution of this contract; except so much thereof as above expressly excepted. The vendee shall be en-

titled to take possession of the buildings now standing on said property, not so excepted and all logging or other equipment of said property belonging to the Vendor. When the purchase price of the timber has been paid in full in accordance with the terms of this contract, then, and not until then, shall title to said logging or other equipment pass from Vendor to the Vendee. Vendee in taking possession of the property, and in conducting thereon the operation hereinafter provided for shall not interfere with the use of the lands by anyone now engaged thereon in farming or fruit raising or in any way using or enjoying said property or any part thereof, and in this connection the Vendee covenants against waste, namely, that it will not destroy or damage buildings, or fences on said described. Except as to building of necessary road across land now occupied property/ by tenant which road shall be located so as not to injure interest of said tenant.

#### IV.

##### ORDER AND MANNER OF LOGGING

The property shall be logged in the order set forth, in "Exhibit A" attached hereto, and the Vendee agrees to cut not less than six million feet per year. There shall be first logged all the acreage set forth in Parcel No. 1, as noted in "Exhibit A", and the other Parcels thereafter listed shall be logged in the numerical order specified, with reasonable allowances for overlapping. Each tract shall be logged clear as the operations proceed, without leaving pockets or corners. All merchantable timber shall be cut to a 12 inch top, piling to be cut to an 8 inch top, and to a length of 40 feet, with the option in the Vendee to cut shorter lengths. The entire logging must be completed with/ six (6) years from date hereof but if not so completed the uncut portion shall be cruised in the same manner as set forth in Paragraph 11 hereof, and the uncut balance, as determined by said cruise, shall be paid for by the Vendee at the rate of Two Dollars (\$2.00) per thousand feet on or before July 5, 1934. Each log shall be marked and branded in three conspicuous places prior to its removal from the property. Slashing and down timber shall be burned or otherwise disposed of as the laws of the State of Washington provide.

#### V.

##### BOOKS, RECORDS & REPORTS.

The Vendee agrees to keep full, true and accurate books and accounts, showing all timber cut and its location, and it is agreed that the Vendor shall at all reasonable times have access to said books and accounts and the right to make transcripts therefrom. On the fifth day of July, 1928, and on the 5th day of each month thereafter during the life of this contract, the Vendee shall make a statement certified to by the Secretary of the Company, setting forth the amount of timber logged during the previous month, and shall deliver said statement at the place and address hereinafter set forth and shall further cause to be delivered in the same manner, all duplicate scale certificates or scale statements, showing or purporting to show the amount of logs cut, said scale statement to be made and signed by the Columbia Logging, Scaling and Grading Bureau. Said scale statement shall form the agreed basis for making the payments under this agreement.

The Vendee further agrees to deliver at the address of the Vendor, hereinafter set forth, a report of each sale of logs, upon such sale being made, setting forth the amount of the logs sold, to whom sold, the address of the purchaser, the manner and date of payment, and the amount received for each thousand feet. The Vendee agrees to number the rafts of logs in the regular numerical order as they are shipped, and to report the amount shipped in each raft as it is taken from the boom. The Vendee further agrees to report to the Vendor the brands used in logging as said brands are registered and recorded.

#### VI.

##### INDEMNITY

The Vendee agrees that the logging operations herein provided for shall be the oper-

ations of the Vendee, and the Vendor shall be in no wise responsible for the same or for any damages, charges or liabilities arising therefrom. The Vendee agrees to comply with all the laws of the United States and of the State of Washington applicable to the said operations, and the Vendee agrees to indemnify and save harmless the Vendor from any and all damages, expenses, liability, or charge of any kind growing out of the said operations. The Vendee agrees particularly to indemnify the Vendor from any mechanics' liens, laborers' or loggers' liens asserted on the property of the Vendor while the said property shall be in the possession of the Vendee, or arising out of any of the acts or operations of the Vendee.

#### VII.

##### TAXES

It is stipulated that the Vendor shall pay one-half of the taxes on the property above described, which becomes due and payable during the year 1928, the Vendee to pay the remaining one-half of the 1928 taxes, as so described, prior to delinquency. The Vendee shall pay, prior to delinquency, all other and subsequent taxes and governmental charges and liens assessed against said property, and further to pay all taxes and governmental liens that may become due during any subsequent year prior to said assessment or taxes becoming delinquent, until the Vendee has paid in full for the timber herein agreed to be purchased, whether the said taxes are assessed against the timber aforesaid or against the land hereinbefore described, or any improvement thereon. PROVIDED, HOWEVER, that on the 1st day of January, 1929, and on the 1st day of January of each subsequent year, it shall be competent for the Vendee to notify the Vendor in writing that it has removed the timber from certain parcels of land listed in Exhibit A, and thereafter the Vendee shall be under no obligation to pay the taxes on any such parcels so listed in the notification of the Vendee to the Vendor, and the rights of the Vendee in and to the said parcels shall thereupon cease and determine, except that Vendee shall be entitled to a right of way over the said parcels of land insofar as such right of way is necessary to complete the logging of the remainder of the tract and adjoining timber purchased by Vendee. Even after the purchase price of said timber has been paid in full, the Vendee agrees to pay all taxes which shall be levied upon any of the said property on which merchantable timber shall still be standing, and the Vendee agrees to continue such payments so long as there shall be merchantable timber on any of the said parcels of land.

#### VIII.

##### DEFAULT

Failure to begin operations by July 1, 1928, or to carry on logging operations continuously thereafter, unless prevented therefrom by acts of God, or by the regulations of any municipal authority, or during the months of December, January, February, and March, shall be a waiver of the rights of the Vendee to log the property described, except with the written permission of the Vendor thereafter given to the Vendee; provided, however, that if the agreed monthly payment is made, the Vendee in its discretion may cease logging operations for a period of not to exceed <sup>thirty</sup> (30) days in any one year without the previous written permission of the Vendor.

In case the Vendee shall default in the payment of any sum of money called for by this agreement; or in case the Vendee shall default in the performance of any of the terms or conditions in said agreement, except the payment of any moneys due hereunder, and the Vendee shall remain in default for a period of thirty (30) days after written notification from the Vendor with reference thereto, then and as often as such case shall arise, the Vendor at its option shall have the right to forfeit this agreement as against the Vendee

and the Vendee agrees that it will thereupon peaceably surrender possession of said property and all logs and equipment of every kind on said property, and all logs removed from said property but not paid for, to the Vendor, and all rights of the Vendee hereunder, and in or to said logs or equipment shall forthwith cease and terminate. In such case the Vendor shall be under no obligation to return to the Vendee any sums of money which the Vendee shall have paid to the Vendor hereunder, but the said moneys and logs and/or equipment shall be deemed to be liquidated damages sustained by the Vendor for the default of the Vendee hereunder, and compensation for any timber that may have been removed and for the use and occupation of the said property.

The Vendor shall not be deemed to have waived its right to forfeit because of a failure to forfeit when the opportunity so to do has previously arisen, but the right to forfeit may be exercised at the option of the Vendor as often as the Vendee shall make default either in the payment of money or in the performance of any other covenant assumed by it in this agreement.

#### IX.

#### MISCELLANEOUS PROVISIONS

1st. The Vendee expressly covenants that it shall act and be considered as Trustee for the Vendor in the matter of all timber cut and scaled until said timber is fully paid for and that title to said timber shall in no event pass from the Vendor to the Vendee until said timber is paid for in accordance with the terms hereof, whether or not the timber is cut, scaled and removed from the property.

2nd. The Vendor may waive payment or other provisions herein at its option without vitiating this contract and without compromising or releasing any provisions hereof, not specifically waived in writing.

3rd. All payments made, all reports forwarded, and all notices and communications mailed shall be sent to the Vendor, care of William C. Crittenden, 519 California Street, San Francisco, California, or to such other address as the Vendor may indicate subsequent hereto.

4th. If for any reason the Vendee desires the Vendor to waive the agreed monthly payment for any period, the Vendee shall present its reasons in writing to the Vendor, and as long as said William C. Crittenden is President of the Vendor Company, his decision on such application shall be final, but in the event that said William C. Crittenden dies or ceases to be the President of the Vendor Company, then the Vendee may likewise present to the Vendor in writing its petition for waiver, and if within thirty (30) days from the receipt of said request the Vendor does not grant said petition, then it is agreed that upon application of the Vendee, three (3) arbitrators may be appointed, one by Vendor, one by Vendee and one by the two so appointed, to determine whether the monthly payments herein provided shall/waived for a period, and the Vendor agrees to abide by the recommendations of such arbitrators as to a period of waiver, provided that such period in no event shall be more than six (6) months.

5th. In the event that roads are constructed on any land belonging to the Vendor, they may be used during the life of this contract by the Vendee. The Vendee may use all water on the land necessary to operation during the life of this contract, except water on or necessary to the land excepted. Vendee may use such wood or other materials on the property as may be necessary for its engines, camps, sleds, or general equipment.

6th. In case the Vendee pays the purchase price herein provided within the time limited and performs the other agreements and covenants herein, it may have two (2) years after the expiration of said six (6) years within which to complete the removal of the timber

on said property. At the end of said period all timber not removed reverts to Vendor and this agreement becomes null and void.

X.

#### LIENS

As security for the faithful performance and execution of this contract on the part of the Vendee, the Vendee as Mortgagor hereby mortgages to the Vendor as Mortgagee all its equity and right, title or interest in and to personal property and equipment situated on said land, as said personal property is described "Exhibit B" hereto attached and hereof made a part, and gives to the Vendor a like lien on all like or other equipment property to be acquired by them and to be used on said land during the life of this contract. It is expressly agreed that this agreement may be considered and is intended to be, for the purpose as in this paragraph stated, a good and sufficient chattel mortgage on the property so described in said "Exhibit B". The Vendor may, however, in writing waive any lien hereunder given, in favor of any person or corporation for any period, such waiver to be at discretion of the Vendor.

XI.

#### ASSIGNMENT

This agreement shall not be assigned by the Vendee without the written consent of the Vendor.

XII.

#### TIME

Time is of the essence of this contract.

XIII

#### COUNTERPARTS.

This agreement may be executed in two or more counterparts, each of which, when duly executed, may be considered an original.

IN TESTIMONY WHEREOF the parties hereto, by a resolution of their several Boards of Directors, has caused these presents to be executed by their respective officers, duly authorized thereunto, and have caused their corporate seals to be hereto affixed the day and year first above written.

EXPRESS BUILDING COMPANY  
BY William C. Crittenden, President  
BY R. H. King, Secretary

VENDOR

(WARREN LOGGING COMPANY SEAL)

WARREN LOGGING COMPANY  
BY H. A. Templeton, President  
BY H. S. Teerlay

Vendee

STATE OF CALIFORNIA  
City and County of San Francisco } ss

On this 25th day of September the year One Thousand Nine Hundred and Twentynine before me Chalmer Munday, A Notary Public in and for the City and County of San Francisco, personally appeared William C. Crittenden known to me to be the president of Express Building Company the corporation described in and that executed the within instrument, and also known to me to be the person who executed it on behalf of the corporation therein named and he acknowledged to me that such corporation executed the same.

IN WITNESS WHERE OF, I have hereunto set my hand and affixed my official seal at my office in the City and County of San Francisco, the day and year in this certificate first above written.

President, Secretary or other: Chalmer Munday, Notary Public in  
person. : and for the City and County of  
(Corporation) San Francisco, State of California.

(Notarial Seal)

GUARANTEE

FOR and in consideration of the benefits to us and each of us personally accruing from the above contract, we jointly and severally, as individuals, personally guarantee each and every payment due under this agreement and the due performance and faithful execution of each of the terms of this contract on the part of the Vendee.

Witness our hands the day and year first above written in this agreement.

H. A. Templeton

H. S. Peerlay

"EXHIBIT A"PARCEL 1

Section 8: NE $\frac{1}{4}$  of SE $\frac{1}{4}$ , S $\frac{1}{2}$  of NE $\frac{1}{4}$ , SE $\frac{1}{4}$  of NW $\frac{1}{4}$

Parcel 2

Section 17: NE $\frac{1}{4}$

Parcel 3

Section 16: NE $\frac{1}{4}$  of NE $\frac{1}{4}$

Parcel 4

Section 9: NE $\frac{1}{4}$  W $\frac{1}{2}$

Parcel 5

Section 10: W $\frac{1}{2}$  of W $\frac{1}{2}$

Parcel 6

Section 4: SW $\frac{1}{4}$  of SE $\frac{1}{4}$   
South  $\frac{1}{2}$  of SW $\frac{1}{4}$   
North  $\frac{1}{2}$  of SW $\frac{1}{4}$   
SE $\frac{1}{4}$  of NW $\frac{1}{4}$

Parcel 7

Section 5: East  $\frac{1}{2}$ , Section 6: East  $\frac{1}{2}$   
West  $\frac{1}{2}$  West  $\frac{1}{2}$

Parcel 8

Section 7: NE $\frac{1}{4}$  of NW $\frac{1}{4}$

"EXHIBIT B"

|                  |                            |           |
|------------------|----------------------------|-----------|
| 1 - 12" x 14"    | Washington Engine          | #2990     |
| 1 - 9" x 10"     | Washington Engine          | #1781     |
| 1 - 11" x 13"    | Willamette Engine          | #1210     |
| 1 only 64'       | Sled for Engine            | #2990     |
| 1 " 32'          | Ditto                      | #1781     |
| 1 " 64'          | Ditto                      | #1210     |
| 1 only 1000 gal. |                            |           |
| 1 " 1000 "       |                            |           |
| 2200'            | 1-3/4" Steel Core Sky Line |           |
| 1500'            | 1-3/8" Steel wire rope     | Eng. 2990 |
| 3800'            | 3/4" Ditto                 | " "       |
| 2000'            | 7/16" Ditto                | " "       |

3 only 5 ton White Trucks complete  
(Numbers to be supplied later)

4 only 5 ton Trailers for above trucks.

Blocks, rigging, tools and camp equipment necessary for one complete operating logging side.

WARREN LOGGING COMPANY.

Filed for record Sept. 30, 1929 at 9:30 A.M.

*G. C. Chesser*  
G. C. Chesser, Co. Auditor.