

premises in their present state of conditions, ordinary wear and effect of fire and elements excepted.

IN WITNESS WHEREOF, The parties to this agreement have hereunto set their hands in duplicate the day and year first above written.

Witnesses:

C. M. Copper

Anna B. Haynes

R. V. Whiteis

A. J. Haynes

STATE OF OREGON)
COUNTY of Klickitat) ss

This is to certify that on this 12 day of February 1930, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came Anna B. Haynes and A. J. Haynes to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal the day and year in this certificate first above written.

(Notarial Seal)

C. M. Copper, Notary Public in
and for the State of Oregon, residing at Portland
Oregon. My commission expires Sept. 24, 1932.

Filed for record March 13, 1930 at 11:50 o'clock A. M.

G. C. Chesser

G. C. Chesser, Co. Auditor.

#16263

CENTRAL PACIFIC LUMBER CO. to H. A. Rogers, et al.

THIS AGREEMENT made and entered into on this 24th day of February, 1930, by and between CENTRAL PACIFIC LUMBER COMPANY, an Oregon Corporation, hereinafter called the first party, and H. A. Rogers and C. E. Stevens of Edmonds, Washington, hereinafter called the second parties,

WITNESSETH: That the first party, in consideration of the sum of five hundred dollars (\$500) cash, receipt of which is hereby acknowledged and further sums of money as hereinafter specified to be paid by the second parties, does hereby grant, bargain, sell and convey unto the second parties all the timber on the following described land, said timber being owned by the first party and located on the North $\frac{1}{2}$ of the NW $\frac{1}{4}$ and SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section twenty-three (23) Tp 3 N R 9 E of the Willamette Meridian, County of Skamania State of Washington; and on the NE $\frac{1}{4}$ of Section 22 thereof; and on the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ and the SW $\frac{1}{4}$ of Section 22, all in said Township and Range; the second parties may at their option omit from this contract the timber on the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 22 and /or the timber on the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 22 not within 1,000 feet of the summit on the north side of same, or the timber on the SW $\frac{1}{4}$ of Section 22.

The second parties hereby agree to purchase from the first party said timber to be paid for by them at the following rates for piling and logs to be cut by second parties from said land as hereinafter specified and agreed:

Piling:

1¢ per lineal foot on all pieces 12 inches at butt end and less;
1¢ per lineal foot on all pieces 14 inches at butt end and not over 49 ft;
1¢ per lineal foot for all pieces 16 inch butt and from 50 to 65 feet long inclusive
2¢ per lineal foot for all pieces 18 inch butt and from 66 to 100 feet long inclusive
3¢ per lineal foot for all pieces 20 inch butt and over 100 feet in length;

\$2.00 per thousand for sawlogs, Columbia River Scale; and that any logs on said land that cannot be logged at a profit when said logging is being done by second parties on any part of said land may be left standing. The second parties agree to pay for said timber as the piling or logs are sold, and both parties hereto agree to accept the scale as determined between the second parties and their buyers, said timber to be paid for before it leaves the above county in which it is located, either in cash or by an order on the purchaser whose credit rating is acceptable to the first party hereto.

It is understood and agreed that the second parties are to cut and remove all of the Merchantable timber on all of said land except land heretofore excepted, and that all trees best adapted to be made into piling shall be so utilized, and that the timber shall be cut clean, beginning on the top of the ridge or summit through same and cutting all timber clean as the cutting progresses, except to cut & remove the timber along the necessary roads leading to said summit. (J.F.W. C.E.S.) It is understood that the second parties hereby purchase said timber for the purpose of logging and marketing same; and the first party hereby grants to second parties the right to cut such timber and market same and grants to said second parties the right of easement to any roads or ways now provided on said land or on land now under the control of the first party necessary or convenient to the purpose of removing and/or marketing the timber herein sold and purchased; and the first party herein grants unto the second party permission to cut timber and make such other alterations on said land as may be necessary or convenient in the cutting and marketing of said timber; and grants to the second parties the right to cross over any land now owned or controlled by the said first party in the event it becomes necessary to make such crossing for the purpose of removing or marketing the piling and logs cut therefrom, and to provide second parties with the necessary right of way across lands between above-described land and the the Evergreen Highway north and east of same.

It is agreed by the second parties that they will operate in the cutting of the timber as above specified and in no other manner, and it is further agreed that they will cut and/or pay for said timber in the following minimum quantities and amounts, based on the schedule of prices hereinbefore mentioned: \$250.00 on or before May 1st; \$250.00 on or before July 1st; \$250.00 on or before September 1st; and \$250.00 on or before November 1st each of the years 1930-1931-1932 and 1933 respectively or until such time prior to November 5, 1933 as all of said timber covered by this contract is removed or paid for. It is further understood and agreed that in the event second parties are unable to sell their product or make delivery of same that payments hereunder shall be suspended until such time as it can be sold or delivered; and the second parties further agree to commence operations forthwith upon the execution of this agreement.

NOW THEREFORE: In case the second parties, their legal representatives and assigns, shall pay the several sums of money aforesaid punctually and at the times herein specified, and strictly and literally perform all and singular the covenants, conditions and agreements herein contained according to the intent and tenor thereof, then the first party, upon the request of the second party, and upon the surrender of this contract, agrees to make, execute and deliver to the second parties a good and sufficient warranty deed to the timber on the within described real property, together with an abstract of title thereto showing a marketable title in first party, free and clear of all incumbrances or liens except any liens or encumbrances created or imposed by the second parties or their representatives or assigns; and second parties hereby expressly agree to permit no lienable claims

to be filed against said premises or the piling or logs cut therefrom.

It is further agree between the parties hereto that the said five hundred dollars (\$500) paid by the second parties to the first party as part consideration for this agreement will be forthwith returned to the second parties as soon as their equipment necessary to log said timber in a practical manner is in place in said timber as heretofore agreed or apply same on the first timber cut and removed in accordance with this agreement, at the option of the second parties hereto. It is also agreed that the first party is to secure a suitable dump in the Columbia River at Cooks, Washington, for the purpose of dumping and rafting said logs and piling by second parties hereto. In case, however, the second parties shall fail to make the payments as aforesaid, punctually and upon the strict terms of this contract, and at the times herein mentioned, without default-----C.E.S J.F.W. or failure, the times of payment being hereby declared to be of the essence of this agreement, then the first party shall have the right to declare this contract null and void and of no further force and effect, and in such case all the rights and interest hereby created and then existing, in favor of the second parties, or derived under this agreement, shall entirely and completely cease and determine and the premises aforesaid shall revert to and re-vest in the first party herein, without any right of the second parties of reclamation or compensation for moneys paid hereon, as absolutely and fully as if this agreement had never made.

The second parties hereby agree to be bound unto the first party under said agreement to the extend of purchasing, removing and paying for all timber that is merchantable remaining on the land which is the subject of said agreement, prior to the 5th day of November, 1933.

IN WITNESS WHEREOF we have hereunto set our hands and seals at Portland, Oregon on this 24th day of February, 1930.

Witnesses:

O. K. Nowat

H. E. Whirry

CENTRAL PACIFIC LUMBER COMPANY
by S. F. Walsh, President,
First Party
Attest A. N. Cooper, Secretary
H. A. Rogers
Chas. E. Stevens
Second parties.

First party also agrees to run the boundary lines around said lands or such of them as second parties elect to cut.

The timoer felled and not bucked on the WENW of Section twenty two of the above described land is excepted from this agreement and permission to remove same is retained by first party hereto. J.F.W. C.E.S.

Filed for record March 14, 1930 at 2:15 o'clock P. M.

G. C. Chess
G. C. Chess, Co. Aud.