

duplicate at Portland, Ore., the day and year first above written.

Ray L. Mallicott (SEAL)
Ray L. Mallicott

Irene Mallicott (SEAL)
Irene K. Mallicott

Josephine Walker (SEAL)
Josephine Walker

STATE OF Oregon } SS.
COUNTY OF Multnomah }

BE IT REMEMBERED, That on this 13 day of Mar, 1947, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Ray L. Mallicott, Irene Mallicott, and Josephine Walker, who are known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

(Notarial seal affixed)

Frank W. King

Notary Public for Oregon

My commission expires: Dec. 10 - 1948

Filed for record March 14, 1947 at 4-45 p.m. by Josephine Walker.

John C. Wastene
Skamania County Auditor

#36504

Wm. J. Wineberg et al to Ed Sorenson

LOGGING AGREEMENT

THIS AGREEMENT, made and entered into at Portland, Oregon, on this the 10th day of February, 1947, by and between Wm. J. Wineberg, of Vancouver, Washington and L. E. Allen, of Washougal, Washington, parties of the first part, hereinafter called the "SELLERS", and Ed. Sorenson, of Vancouver, Washington, party of the second part, hereinafter called the "BUYER", WITNESSETH:-

That, WHEREAS, the sellers are the owners of the following described real property situated in Skamania County, State of Washington, to-wit:-

"The South One-Half ($\frac{1}{2}$) of the North East Quarter ($\frac{1}{4}$) and the North West Quarter ($\frac{1}{4}$) of the South East Quarter ($\frac{1}{4}$) of Section Five (5) Township One (1) North Range Five (5) East of the Willamette Meridian, in Skamania County, State of Washington;"

on which there is a valuable stand of standing and down timber, and the sellers are desirous of disposing of all of the timber, including the merchantable saw logs, on all of the land hereinabove described that lies north of the State Highway that runs across said land, and the buyer is desirous of acquiring and logging same;

NOW, THEREFORE, in consideration of the sum of One Thousand (\$1,000.00) Dollars this day in hand paid by the buyer to the sellers, the receipt whereof is hereby acknowledged, and the mutual covenants and agreements herein contained, the parties hereto mutually agree to and with each other as follows, to-wit:-

1. The buyer hereby agrees to buy and the sellers hereby agree to sell all of the timber, including the merchantable saw logs, on all of the land hereinabove described that lies north of the State Highway that runs across said land, and the buyer hereby agrees to pay to the sellers for all said timber and merchantable saw logs at the rate of Seven (\$7.00) Dollars per thousand feet board measure Truck Scale, such Truck Scale to be checked and approved by the sellers or their representative on the ground, and to be paid for before

same leaves the ground where same now are. Settlements shall be made and money paid on the 1st and 15th day of each and every month, at which time an accurate, complete and itemized statement of all such timber and logs to be taken from said land during the next preceding 15 day period shall be set forth and supplied to the sellers.

2. The buyer agrees to start his operations on said land within thirty (30) days from the date hereof, and to complete all such operations within One (1) years from the time he starts such operations.

3rd. The buyer is hereby given the exclusive right for the period of Two (2) years from the date hereof to haul timber to be removed from land other than that hereinabove described over any road which the buyer shall build on the premises hereinabove described.

4th. The buyer hereby agrees to log all such timber and merchatable saw logs as herein specified in a manner consistent with good commercial logging practice, and to fully and faithfully comply with all of the laws, rules, regulations, and legal practices of the State of Washington, and of the United States of America, pertaining to logging and the disposal of cuttings and refuse therefrom, and the buyer further agrees to log such timber continuously during the life of this agreement, (Acts of God, the Public Enemy, strikes, unforeseen accidents, and lockouts excepted), until this agreement is fully completed, and he also agrees to complete such operations within one year from the date hereof.

5th. The buyer agrees to carry State Industrial Accident Insurance or Employers Liability Insurance upon all of his employees, and to keep same in force at all times during the life of this agreement, and the buyer further agrees to pay all social security, Industrial Accident Insurance, Employers Liability Insurance, and Workmen's Compensation premiums and assessments promptly when due. The buyer further assumes any and all responsibility for any and all accidents and/or damages that may happen or occur to any and all of his employees or others, and to the property of others in the carrying out of the logging, hauling or other operations mentioned herein.

6th. The buyer shall burn all wood refuse and waste including tops and limbs, in such manner and at such times as will not injure the adjoining timber, and shall at all times during the life of this agreement take every necessary precaution to prevent the spreading of fire, and shall comply with all of the provisions of the laws of the State of Washington on forest protection, and assumes all responsibility under said law for the spread of fire.

7th. The buyer agrees to indemnify and hold the sellers harmless from any and all liens, claims, demands, actions at law and suits in equity, of any kind and nature whatsoever, arising by reason of said logging and hauling operations, and in the event for any reason due to said operations any lien or liens should be filed against said land, timber, logs or forest products, the buyer will, upon written notice thereof by the sellers, within ten days, either satisfy said liens, or post surety bonds to cover same. Sellers reserve the right to post notices of nonliability for work done or materials supplies to or for the buyer.

8th. It is understood that title only to the logs shall pass to the buyer under the terms hereof when they are paid for as hereinabove provided for, and the buyer shall have no interest in the land after it is logged off, and that title to all of such land shall be at all times vested in the sellers, and possession thereof shall revert to the sellers at the termination of this agreement.

9th The buyer shall not assign this agreement, nor any interest therein without the written consent of the sellers.

10th. In the event of the failure of the buyer to strictly comply with the terms and

and conditions of this agreement, or any of them, time of payments and strict performance being declared to be of the essence of this agreement, then, and in such event, the sellers shall have the right to declare this agreement to be null and void, and to terminate the same, and in such event the right and interest of the buyer in the timber and logs mentioned herein shall revert to and revest in the sellers, without any declaration of forfeiture or right of the buyer to compensation for money paid for roads or improvements, as absolutely, fully and perfectly as if this agreement had never been made, and in such event, the One Thousand (\$1,000.00) Dollars mentioned herein as being a part of the consideration for the execution of this agreement, shall be held, retained and forfeited to the sellers to apply upon and be considered by the parties hereto as liquidated damages for such breach of contract, and the sellers may resort to such other actions at law or suits in equity as they may have in the premises.

11th. The sum of One Thousand (\$1,000.00) Dollars mentioned herein as part of the consideration for the execution of this agreement, shall be held and retained by the buyers until the expiration and completion of this logging agreement, at which time, in the event the buyer had faithfully complied with all of the terms and conditions hereof, then, and in that event, mutual releases from each of the parties to the other will be executed, and said One Thousand (\$1,000.00) Dollars will be returned to the buyer.

12th. Each and every clause and covenant hereof shall bind, and/or inure to the benefit of, as the case may be, the heirs, executors, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals in triplicate, on the day and year herein first above written.

Wm. Wineberg (SEAL)

L. E. Allen (SEAL)
SELLERS

Ed Sorensen (SEAL)
BUYER.

Filed for record April 14, 1947 at 11-00 a.m. by Ed Sorensen.

John C. Westerman
Skamania County Auditor

#36505

Otto Hoffman et ux to Ed Sorenson.

THIS AGREEMENT made and entered into by and between Otto Hoffman and Irene Hoffman, husband and wife, parties of the first part and Ed Sorenson, party of the second part,

WITNESSETH:

The parties of the first part for and in consideration of the payments to be made as hereinafter provided promise and agree to sell and convey unto the party of the second part all merchantable timber standing and being on the following described real property in Skamania County, State of Washington, to-wit:

That portion of the North half of the Northwest quarter of Section 4, Twp. 1 N. R. 5 E. W. M. owned by the parties of the first part.

and the party of the second part promises and agrees to pay therefrom the sum of \$5.50 per M feet Columbia River Scale payments to be made if and when sold by the party of the second part.

It is understood and agreed that merchantable timber shall be defined for the purpose of this agreement as all logs acceptable to buyers for manufacture into lumber.

The party of the second part shall have the right to construct such roads, ways, or structures upon the above described property as may be necessary or convenient for the