

Book "3" of Agreements & Leases

their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

(Notarial Seal Affixed)

Raymond C. Sly  
Notary Public in and for the state of Washington,  
residing at Stevenson, therein.

Filed for record September 26, 1947 at 3-15 p.m. by George Laxson.

John C. Wackerling  
Skamania County Auditor

#37112

Columbia-Hudson Lumber Company to Patrick Hogan et al

AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of Sept, 1947, by and between COLUMBIA-HUDSON LUMBER COMPANY, an Oregon corporation, hereinafter called the first party, and PATRICK HOGAN and KENNETH GRASSETH, copartners doing business under the assumed name and style of Hogan & Grassetth, hereinafter called the second parties, WITNESSETH:

WHEREAS, the first party has purchased certain timber in Skamania County, Washington, from the State of Washington by bill of sale dated June 24, 1947, and has paid therefor the sum of \$31,101.00, based upon a cruise showing 4,702 M. of merchantable timber, and has paid, or obligated itself to pay in the future, certain further sums in connection with the acquisition of said timber for interest, real property and fire patrol taxes, cruising and other exploratory work; and

WHEREAS, the first party is desirous of removing said timber but does not possess the necessary facilities, and said timber must be removed within a period of five years from June 24, 1947, under the terms of said bill of sale from the State of Washington; and

WHEREAS, the second parties have the necessary labor, materials and equipment with which to log and transport saw logs and are experienced in such type of work;

NOW THEREFORE, IT IS MUTUALLY AGREED by and between the parties hereto, as follows:

1. The second parties agree to fall, buck, transport and deliver to rafting locations at Drano Lake, Cooks, Washington, Lyle, Washington, or such other Columbia River point in the vicinity where the logs may be rafted into separate rafts, and to raft into the standard and customary log rafts as now made in said locality, all of the merchantable timber owned by the first party, standing, lying or being upon:

The East Half of the Southwest Quarter (E $\frac{1}{2}$  of SW $\frac{1}{4}$ ), the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$  of SW $\frac{1}{4}$ ), and the West Half of the Southeast Quarter (W $\frac{1}{2}$  of SE $\frac{1}{4}$ ) of Section Sixteen (16), Township Three (3) North, Range Nine (9) East of the Willamette Meridian in Skamania County, Washington.

2. The first party agrees to pay to the second parties for said labor and services the market price of all logs delivered to first party as aforesaid, less the following amounts:

a. A 1% cash discount; and

b. The first party's cost of acquiring said timber at the rate of \$7.50 per M. for all logs delivered to first party in accordance with the provisions of paragraph 1, above, until the first party has been reimbursed for the purchase price of said timber in the amount of \$31,101.00 and for the incidental expenses paid or incurred by said first party in connection with the acquisition of said timber, for real property and fire patrol taxes, cruising and other exploratory work; provided, however, that should there be less than the estimated 4,702 M. of merchantable saw logs upon said tract, nevertheless, second party agrees to pay first party the cost of said timber in said amount of \$31,101.00 plus said incidental expenses.

c. Interest at the rate of 4% per annum upon the unpaid balance of the cost of acquiring said timber to be paid by second parties to first party by the deductions set forth in paragraph 2 b, above; said interest to be computed monthly and deducted from the next payment due the second parties for logs delivered.

3. The first party agrees to make payment for each raft within five days after receipt of the scale sheets from the Columbia River Scaling Bureau. The scale sheets of

said Columbia River Sealing Bureau shall be accepted as final by both parties hereto.

4. The second parties agree to diligently conduct and carry to completion said logging operation and to log the above-described timber whenever conditions will permit. Said logging operation shall be completed by said second parties before June 24, 1952, and if, at any time before said date, first party determines that said logging cannot be completed within said time or deems itself insecure under this agreement, said first party may terminate said agreement upon giving second parties ninety days' written notice thereof. If the first party shall desire an extension of time beyond June 24, 1952, for the removal of said timber and shall obtain such an extension from the State of Washington, the time for performance of this agreement by the second parties shall be extended accordingly. This agreement shall be terminated in any event upon the logging of all the timber above referred to and the obtaining of a proper clearance from the State of Washington.

5. Before the commencement of the logging operations contemplated herein, the second parties and a representative of the first party shall inspect the timber hereinabove described and shall mutually agree upon the most uniform, convenient and economical method of logging said tract. The second parties agree to notify the first party in writing as to when said second parties shall commence logging operations and as to what brand shall be used for the identification of the logs cut and removed from the premises.

6. The second parties shall, at their own expense, pay all costs of the falling, bucking, transporting and rafting of logs. Boom chains shall be furnished by the first party.

7. The timber and logs to be covered by this agreement shall be merchantable, and, in logging, the second parties are to observe all of the rules, laws and regulations in force now or in the future in the State of Washington as to the size of logs to be cut, the nature of logging, the cleaning and burning of slashings and other fire laws and regulations. The second parties agree to deposit with the first party a good and sufficient surety bond, guaranteeing the disposal of slash, similar in amount and terms to the bond which the first party was required to post with the State of Washington as a condition to the purchase of the above-described timber, and further agree that said bond shall be kept in full force and effect until all timber is removed from said tract, even though first party shall have exercised its right to terminate this contract.

8. The second parties agree to conduct the logging, rafting and transporting of said logs in a careful, prudent and workmanlike manner and in accordance with the methods used in the vicinity of said operations. Second parties further agree that they are contracting and conducting their business as individual operators and contractors, directing the same, hiring and discharging their own employees, and assuming full responsibility for any and all liabilities arising out of the performance of their portion of this agreement.

9. The second parties agree to give their personal attention and supervision to the operations contemplated by this agreement. This contract is personal in nature and based upon the experience and ability of said second parties, and should either of them die or become permanently incapable of carrying out this agreement, then said agreement shall be terminated, unless the first party and the survivor of the second parties are able to effect a mutually satisfactory working agreement.

10. It is further agreed that if this agreement shall be terminated for any of the causes set forth above prior to completion of the logging operations contemplated herein, or if the second parties shall assign or otherwise convey their rights under this agreement, the first party, and any contractor employed by it, shall have the right and privilege of using the dumping and rafting facilities of the second parties at Drano Lake, Cocks, Washington, for dumping and rafting the remainder of the above-described timber.



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And it is further agreed that if said second parties should sell, assign or otherwise convey said dumping and rafting facilities, they shall reserve from such sale, assignment or conveyance the right of the first party, or its nominee, to continue to use said dumping and rafting facilities until all of the timber has been cut and removed from the above-described premises.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this 4th day of September, 1947.

COLUMBIA-HUDSON LUMBER COMPANY

By Lester J. Harding  
Vice-President

Attest: C. B. Ott  
Assistant Secretary

First Party

Kenneth M. Grasseeth

Patrick C. Hogan  
Copartners doing business under the assumed  
name and style of Hogan & Grasseeth

Second Parties

Filed for record September 3, 1947 at 9-30 a.m. by Columbia-Hudson Lumber Company.

John C. W. [Signature]  
Skamania County Auditor

#37232

Walter P. Ketchmark to Katherine Ketchmark

COMMUNITY PROPERTY AGREEMENT

THIS AGREEMENT, Made and entered into this 12th day of July, 1947, by and between WALTER P. KETCHMARK of Washougal, Clark County, Washington, party of the first part and KATHERINE KETCHMARK, his wife, party of the second part, WITNESSETH:

That whereas said Walter P. Ketchmark and Katherine Ketchmark are the owners of certain community property, and whereas all of the property now owned by them, or which shall come into the possession of either, hereafter, is hereby declared to be the community property of said parties; and whereas they are desirous of providing for the disposition of said property upon the death of either under and by virtue of an in conformity with the provisions of Section 6894 of Remington's Revised Statutes of the State of Washington, and to provide that said property and all property of which either may die possessed, both real and personal, wherever situated, shall pass without delay or expense, in case of the death of either of said parties to the survivor:

NOW THEREFORE, in consideration of the love and affection that each of said parties has for the other, IT IS HEREBY AGREED that in case of the death of the said Walter P. Ketchmark, while the said Katherine Ketchmark survives, the whole of the said property hereinbefore described, together with any other property by them hereafter acquired shall at once vest in the said Katherine Ketchmark, in fee simple, as her sole and separate property, and in case of the death of said Katherine Ketchmark, leaving the said Walter P. Ketchmark surviving, the whole of said property hereinbefore described, together with any other property by them hereafter acquired, shall at once vest in the said Walter P. Ketchmark, in fee simple, as his sole and separate property.

IN WITNESS WHEREOF, the said WALTER P. KETCHMARK and KATHERINE KETCHMARK, have hereunto set their hands and seals, in duplicate, this 12th day of July, 1947.

Katherine Ketchmark

Walter P. Ketchmark