

(Notarial seal affixed)

Dana K. Corner  
Notary Public for Washington.  
Residing at W. Bonneville Wn.

Filed for record November 28, 1949 at 10-30 a.m. by Standard Oil Co.

John W. Wachter  
Skamania County Auditor

#40170

Harbor Plywood Corporation to Ben B. Cheney Timber Co.

A G R E E M E N T

THIS AGREEMENT entered into this 1st day of October, 1949, by and between HARBOR PLYWOOD CORPORATION, Hoquiam, Washington, a Delaware corporation, hereinafter called "Harbor", and BEN B. CHENEY TIMBER COMPANY, Tacoma, Washington, a Washington corporation, hereinafter called "Cheney",

W I T N E S S E T H

WHEREAS Harbor has the right to cut and remove certain timber and forest products, including those situated on Township 7, North, Range 5 E., W.M. and Township 7 North, Range 6 E., W.M., all in Skamania County, Washington, and

WHEREAS Harbor is in the process of constructing certain dams in said areas which will necessitate the removal of the timber thereon, and

WHEREAS Cheney has certain facilities for processing said timber and forest products and disposing of the same whereby forest products of a size and nature substantially below the ordinary commercial standards of the lumber and logging industry can be utilized, which ability on the part of Cheney is one of the inducing causes to Harbor for making this agreement, now, therefore

IT IS AGREED AS FOLLOWS:

1. Forest Products Sold. Subject to the provisions hereinafter stated, Harbor agrees to sell, and Cheney agrees to buy, all of the useable forest products located on that portion of the main truck road right-of-way which Harbor has located and surveyed over the above-described property, which area has been inspected and agreed upon between the parties hereto and which lies between a point approximately at engineer's station 1097+00 and at a point approximately at engineer's station 1477+00. It is understood that the width of the right-of-way covered herein will vary at different points and Cheney agrees to be bound in its operations to the specific designations as to width which shall be made by Harbor.

2. Exceptions from area. It is understood that there are certain specific locations along the above-mentioned right-of-way where Harbor's right to remove forest materials may not have been perfected at the time Cheney's operations shall reach said point, and any of such portions may be withdrawn by Harbor from the terms of this agreement upon notice to Cheney.

3. Order of clearing. It is understood that Cheney may operate at more than one location upon said right-of-way but that generally, work shall commence at the western end of said right-of-way and progress generally toward the eastern end.

4. Time of Performance. Cheney shall, in two weeks from the date hereof, commence operations hereunder, and shall complete removal of all the forest products covered by this agreement not later than December 31, 1950; removal of forest products from not less than one-half of the mileage of said right-of-way shall be completed by May 1, 1950.

5. Manner of removal of forest products. Cheney agrees that in the removal of forest materials from the area covered by this contract, it will comply with all applicable government laws and regulations now in existence or hereafter promulgated, and shall also, in its removal of the forest products under this agreement, leave the areas in the condition most

suitable for the proceeding with the construction of the truck road to be built over this area. In this connection, while it is agreed that Cheney shall remove all merchantable forest material, it is further understood that in no case, except as specifically provided for in paragraph 9 hereof, shall any material capable of producing a fir log 8-inches or more in diameter at the small end and 8-feet or more in length, be left upon the areas covered by this agreement. (Nothing in the foregoing sentence shall be construed as in any way limiting Cheney's obligations as they may be set forth elsewhere in this agreement.) It is understood that, coincidental with Cheney operations, Harbor may be engaged in road construction activities in the area covered by this agreement. Harbor will endeavor to minimize inconvenience to Cheney by reason of such road construction activities. It is understood that over certain stretches of the area covered under this agreement it may be necessary for Cheney to cut and deck the forest materials for subsequent loading and hauling by Cheney when circumstances will permit. It is further understood that a temporary road will be maintained by Harbor along most of the right-of-way covered herein and, except for brief interruptions, the use of this temporary roadway must be kept available to Harbor.

6. Compensation. For all forest products removed hereunder Cheney shall pay Harbor at the following rates:

(a) All logs or material removed and processed through Cheney's mill, \$5.00 per M. ft. lumber tally on all lumber which will qualify under any commercially recognized lumber grade.

(b) Recognized grades of poles and piling, .05 cents per lineal foot.

(c) Any logs removed and sold by Cheney as logs and any barkies, fence posts, shingle bolts or similar forest products sold as such, 25 per cent of what Harbor determines the market value to have been at the end of the month during which such items were removed from the right-of-way.

(The sale by Cheney of logs, as such, under this agreement is not contemplated, but under circumstances where such sale is approved by Harbor, compensation will be as above.)

Payments shall be made to Harbor, not later than the 15th day of each month, each such payment to cover forest products removed during the preceding month. Cheney shall enclose with each remittance a statement showing deliveries from the mill and tally of other items not processed through said mill for said month.

7. Alternative Basis of Compensation. Harbor reserves the right at any time to request an agreement upon an alternative method of fixing the compensation to Harbor or determining the volumes upon which compensation is based, to be worked out upon the basis of a lump sum purchase price, payable in monthly installments, bearing no interest. If such alternative arrangement cannot be agreed upon within 30 days after request therefor by Harbor, then this agreement may be terminated at the option of either party.

However, in the event of such termination, Cheney shall complete the processing and pay Harbor on the original basis for all material removed from the right-of-way but not theretofore completely processed or paid for. In the case of forest material remaining on the right-of-way at the time of such termination, but which has been cut by Cheney and partially prepared for removal, Harbor shall have the option of permitting Cheney to proceed and clean up said material and pay for same on the original compensation basis or require Cheney to leave same as is and credit Cheney with its costs therein at the following rates:

\$3.00 per M for material cut; and  
\$11.00 per M for material cut and decked.

Scale for this purpose to be made by Harbor.

8. Determination of Quantities: For the purpose of determining the compensation of Harbor under this agreement, the following is agreed to:

(a). Lumber tally material processed through Cheney's mill shall be determined



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by Cheney's lumber tally of truck loads moved from the mill site. For the protection of Harbor's interests, however, it is agreed that all trucks leaving said mill, loaded with any material subject to the terms of this contract, shall check in and stop at any point on their normal route which may be designated by Harbor, for the purpose of Harbor checking the lumber tally of said load.

(b) The scale or tally of any other materials removed under this agreement but which are not processed through said mill shall be Cheney's scale or tally, but trucks bearing such materials shall also be required to stop and be checked by Harbor in the same manner as provided in item (a) of this paragraph.

(c) All truck loads of material covered by this agreement shall be identified by consecutive load numbers assigned prior to being dispatched from Cheney's mill (or from the logging area in the case of material not being processed in the mill) and it shall be a requirement that a copy of Cheney's tally and/or scale slip, bearing the loads identification number, shall be delivered to Harbor or their agent at the time each truck load arrives at the checking point, which it is herein provided that Harbor shall designate. In addition, the records of Cheney and/or those engaged by Cheney in carrying out the provisions of this agreement shall, at all reasonable times, be available to review by Harbor provided, however, that the records to which Harbor shall have access are specifically limited to those records pertaining to the proper performance of this contract by Cheney.

(d) In the operation of said mill with regard to the operation of this agreement, Cheney agrees that if it becomes necessary to process logs from sources other than this contract, Cheney will permit no practices which will in any way result in confusion as to the specific identity of materials which are subject to this agreement.

9. Logs too large for Cheney Mill. It is recognized that on some areas subject to this agreement that there are trees of a size which will produce logs too large for Cheney's mill to process. It is agreed that logs resulting from Cheney's operation under this agreement, which come within this category, shall be placed, in accordance with Harbor's instructions, along the edge of said right-of-way and left there for Harbor's subsequent disposal. Such logs shall be scaled by Harbor, and Cheney shall be extended credit therefor as compensation for all of its costs therein, at a total rate of \$8.00 per M. ft.

10. Security. Cheney has at, or prior to the signing of this agreement, paid to and deposited with Harbor, the sum of \$2,000.00 to be held by Harbor as a guarantee of faithful performance of this agreement, and if Cheney shall fully perform this agreement, and make all payments due Harbor as herein provided, said sum shall be repaid to Cheney. Termination of this agreement for any reason other than the default of Cheney, shall constitute performance within the meaning of this paragraph. But in case Cheney should fail to complete the performance of this agreement within the time provided, or fail to make any payment to Harbor as provided herein, as and when the same became due, or fail to keep and perform all of the provisions and agreements herein contained and on Cheney's part to be performed, said sum shall be retained by Harbor as and for liquidation damages.

11. Indemnification. As a further consideration for the making of this agreement by Harbor, Cheney assumes and agrees to pay all claims for damages to person and property arising out of or connected with Cheney's operations under this agreement and to protect and indemnify and save Harbor harmless therefrom.

12. Title. Title to all timber or forest products on the lands covered hereunder is and shall be and remain in Harbor until Harbor shall have been paid for same, or until sold and delivered to a purchaser by Cheney. Upon sale and delivery by Cheney of any of the products removed from said lands, title to said products shall pass to the purchaser.

13. Fees, Franchise, Taxes, etc. Cheney shall and will pay all fees, charges, franchises and excise or business taxes upon the right to cut, remove and market said forest products and engage in such logging and processing operations and shall also pay any manufacturers, sales, excise, privilege or other tax or charge imposed upon or incident to this transaction or by reason thereof by any governmental authority, whether by present or future enactment.

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14. Termination. In case Cheney should fail to make any payment to Harbor as and when the same becomes due, or fail to keep and perform any other covenant or agreement herein contained, on Cheney's part to perform, Cheney will upon notice and demand by Harbor, immediately cease cutting, removing or processing any forest products under this agreement, and if any such default should continue for ten days after such notice and demand, or in case Cheney should become a party to any bankruptcy proceeding or proceeding for the appointment of a receiver, Harbor may at its option terminate this agreement without further notice other than its notice of election to terminate, and thereupon all rights whatsoever of Cheney hereunder shall immediately cease and determine and Cheney shall immediately vacate the subject lands and move its equipment therefrom. Any failure on the part of Harbor to exercise its right to terminate this agreement in case of any one or more defaults shall not be construed as a waiver of such right in the event of any subsequent or further default, but such right shall be and remain in full force continuously in case of any default. The remedy or remedies provided in this or any other portion of this agreement shall be cumulative and in addition to and not in lieu of any and all other remedies at law or in equity which Harbor might have to enforce compliance by Cheney with this agreement or to enforce the collection of any moneys due or any of the rights of Harbor hereunder.

15. Assignability. Cheney shall not have any right to assign or transfer this contract or any rights or interest hereunder, without the written consent of Harbor, or shall the same be transferred by operation of law without a like written consent and any attempted or purported assignment or transfer hereof without such written consent shall be void and shall confer no rights upon the assignee or transferee. Except as herein otherwise provided, this agreement shall be binding upon and inure to the benefit of the respective successors and assigns of both parties.

16. Notices. Any notice required to be given by Harbor to Cheney for any purpose hereunder may be served upon Cheney personally or be mailed to Cheney at 425 Tacoma Building, Tacoma, Washington, which mailing shall constitute a good and sufficient notice and service of any such notice.

WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written.

(Corporate seal affixed)

HARBOR PLYWOOD CORPORATION

By Martin N. Deggeller  
President

By Elvin Byles  
Asst. Sec.

BEN B. CHENEY TIMBER COMPANY

By Ben B. Cheney

APPROVED AS TO FORM  
Nov 17, 1949  
DATE

M. A. Marquis  
ATTORNEY

STATE OF WASHINGTON )  
COUNTY OF GRAYS HARBOR ) ss.

THIS IS TO CERTIFY that on this 17th day of November, 1949, before me, the undersigned a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Martin N. Deggeller and Elvin Byles, to me known to be the President and Asst. Secretary, respectively, of HARBOR PLYWOOD CORPORATION, the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is the



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corporate seal of said corporation.

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

(Notarial seal affixed)

L. A. St. Romaine  
Notary Public in and for the State of Washington,  
residing at Hoquiam

Filed for record November 20, 1949 at 11-30 a.m. by McNicklen, Rupp & Schwepps.

*John C. Winkler*  
Skamania County Auditor

#40178

Lee-Miller et al to Clair R. Caldwell et al

MUTUAL AGREEMENT FOR THE CANCELLATION OF CONTRACT

WHEREAS, a contract was entered into in March 1948, wherein LEE MILLER and DELLA MILLER, husband and wife, and WM. J. GILL and JULIET A. GILL, husband and wife, agreed to sell certain timber to CLAIR R. CALDWELL, VERN CALDWELL and SILVER STAR LOGGING CO.; and,

Whereas, nothing has been done relative to the consummation of said agreement, and all parties thereto are mutually agreeable to the termination thereof,

NOW, THEREFORE, for and in consideration of the premises, the undersigned agree that said contract may be and is hereby terminated.

Executed, in duplicate, this 22nd day of August, 1949.

Lee Miller

Della Miller

Wm. J. Gill

Juliet A. Gill

Attest: SILVER STAR LOGGING CO.

By-Clair Caldwell

Vern Caldwell

Filed for record December 1, 1949 at 10-35 a.m. by Lee M. Miller.

*John C. Winkler*  
Skamania County Auditor

#40227

Hegewald Lumber & Logging Co. to Lawrence Warehouse Co.

LEASE

LAWRENCE WAREHOUSE COMPANY - FIELD WAREHOUSE LEASE.

THIS INDENTURE, made in the City of Portland, County of Multnomah, and State of Oregon, this 27th day of September, 1949, by and between HEGEWALD LUMBER & LOGGING COMPANY, INC., a Washington Corporation hereinafter called the lessor, and LAWRENCE WAREHOUSE COMPANY, a California corporation, hereinafter called the lessee;

WITNESSETH: WHEREAS, the lessor is the Lessee of the real estate, together with all improvements thereon, situate in the vicinity of Stevenson County of Skamania and state of Washington, described as follows; viz.

Township 3 North, Range Eight (8) East Skamania County State of Washington.  
That certain section of the S. P. & S. Railroad right of way running west from S. P. & S. Railroad bridge No. 58-8.

NOW, THEREFORE, the lessor hereby rents, demises and leases, and the lessee hereby hires and takes of and from the lessor that part of the aforesaid premises described as follows, viz.:

Beginning at the Southwest corner of the S.P. & S. Railroad Bridge No. 58-8; thence in a westerly direction along said Railroad Companies tracks for a distance of approximately 725 feet; thence in a southerly direction a distance of approximately 100 feet; thence in a easterly direction along the South boundary of the S. P. & S. right of way a distance of approximately 725 feet;