

DEED RECORD 30
SKAMANIA COUNTY, WASHINGTON

121

#33426

Eleanor Yale by attorney in fact to O. P. Lewellen

This Agreement, made and entered into by and between Eleanor Yale, a spinster, party of the first part, by Verner C. Waggener, her attorney in fact, and O. P. Lewellen, party of the second part, WITNESSETH:

The party of the first part promises and agrees to sell and convey to the party of the second part and the party of the second part agrees to purchase all of the yellow fir standing and being upon the Southwest quarter of Section ten Tp. 7 N. R. 5 E.W.M. for the sum of \$5137.50, to be paid as follows: the sum of \$1000.00 upon delivery of these presents, the receipt whereof is hereby acknowledged, and the balance thereof, to-wit: \$4137.50, on or before May 1, 1939; provided, that should the party of the second part desire to commence operations in cutting or removing said timber prior to said date he shall pay the balance of said purchase price before commencing said work or operations.

The party of the first part further promises and agrees to sell and convey to the party of the second part all of the cedar standing and being with the yellow fir herein mentioned for the sum of \$1.25 per thousand feet, log measure, and the party of the second part promises and agrees to purchase and remove said cedar timber and to pay therefor, upon removal, in accordance with the scale furnished by the Columbia River Log Scaling Bureau, and the party of the first part shall receive a duplicate copy of the scale sheet for all of said cedar timber.

It is Understood and agreed, that the party of the second part is not purchasing and shall not remove any of the silver fir or any cedar which is standing with the said silver fir.

The party of the second part shall have the right to go upon said premises prior to the payment of the purchase price for the purpose of inspecting said timber, preparing for logging operations and constructing logging roads or other necessary highways thereon or thereover, but shall not remove any of said timber except for the purpose of constructing roads until the balance of said purchase price has been paid.

It is contemplated that the party of the second part will construct a logging road or logging roads to and upon said property and to other property in the immediate vicinity thereof for the purpose of conducting his logging operations. It is agreed that the party of the first part shall have the right to use said roads for a period of ten (10) years from the date of this contract and for such further period as the party of the second part shall have easements for said roads or right to use the same and that she shall have the right to remove therefrom all of the silver fir, cedar and other timber thereon remaining after the party of the second part shall have completed his logging operations upon said property. In case of such user the party of the first part or her assigns shall contribute to the upkeep of the roads so used proportionately to the amount of said user with that of the other person or persons operating thereon or thereover.

The party of the second part promises and agrees that he will seasonably pay all assessments and charges due or payable to the State of Washington on account of Industrial Insurance, medical aid or other State or governmental assessments, which may become a lien against the property of the party of the first part and that he will comply with all laws, rules and regulations of the State of Washington and of the United States of America relating to the disposal of slashing and debris, and will save the party of the first part harmless for and on account of any damage which may arise by reason of his logging operations.

In case the party of the second part shall pay the purchase price herein specified within the time and in the manner herein provided and shall comply with the conditions