

DEED RECORD No. 33

SKAMANIA COUNTY, WASHINGTON

(Notarial Seal affixed)

Raymond C. Sly
Notary Public for Washington,
residing at Stevenson therein.

Filed for record November 8, 1950 at 1-50 p.m. by Geo. F. Christensen.

John C. Wachter
Skamania County Auditor

#41747 Dennis Joseph Grant et ux to E. R. Cox et al.

AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of November, 1950, by and between Dennis Joseph Grant and Bertha Myrtle Grant, husband and wife, hereinafter called "Owners," and E. R. COX and T. H. CODY and LOUIS PEARSON, hereinafter called "Purchasers,"

WITNESSETH:

WHEREAS, Owners are the owners of the timber upon the following described lands in Skamania County, State of Washington, to wit:

The northwest quarter (NW $\frac{1}{4}$) of the southeast quarter (SE $\frac{1}{4}$); the east one-half (E $\frac{1}{2}$) of the northeast quarter (NE $\frac{1}{4}$) of the southwest quarter (SW $\frac{1}{4}$); and Lots 5 and 6, of Section 31, T. 3 N, R. 9E, WM,

and WHEREAS, Owners desire to sell the merchantable Douglas fir timber upon the above described tracts and Purchasers desire to purchase, cut, log and remove said merchantable Douglas fir timber,

NOW, THEREFORE, in consideration of the terms and conditions herein expressed to be kept and performed by the respective parties hereto, said parties agree as follows:

(1) Owners agree to sell to Purchasers and Purchasers agree to purchase, cut, log and remove merchantable Douglas fir timber upon the above described tracts, subject, however to the following terms and conditions.

(2) Purchasers shall pay to Owners the sum of \$400.00 in full payment of the purchase price for all merchantable Douglas fir timber upon the premises above described.

(3) Owners give and grant to Purchasers the right and privilege of entering into and upon the above described tracts and of cutting, logging and removing the merchantable Douglas fir timber thereon and constructing all necessary logging roads necessary or incident thereto.

(4) Purchasers agree to complete the work of logging and removing all merchantable Douglas fir timber upon the tracts above described on or before January 1, 1953.

(5) From and after January 1, 1953, this agreement shall be of no further force or effect and Purchasers shall have no further right, title or interest in or to the timber upon the tracts above described and from and after said date title to all timber upon said tracts covered by this agreement shall revert to and be vested in Owners, their heirs or assigns.

(6) Purchasers agree to log in an efficient manner in accordance with the approved practice in the industry in the State of Washington and to observe and comply with all state and federal laws, rules and regulations now and hereafter applicable thereto.

(7) Purchasers agree to indemnify and save Owners and Owners' property harmless of and from any and all debts, liens, charges or damages arising out of or connected with Purchasers' operations under this agreement which may be asserted by any person or the federal government or any agency thereof or the state government or any political subdivision or agency thereof.

(8) Purchasers agree to do all acts necessary to provide for Purchasers' employees the protection of the Workmen's Compensation Act of the State of Washington.