

DEED RECORD No. 33

SKAMANIA COUNTY, WASHINGTON

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 old growth Douglas fir timber upon the above described tracts, subject, however, to the following terms and conditions.

(2) Owners agree to forthwith furnish to Purchasers a title insurance company's title report showing its willingness to issue title insurance, which report shall be evidence as to the status of Owners' title. If the title to said premises is not insurable or marketable, then this agreement shall be of no further force or effect.

(3) Upon approval by Purchasers of Owners' title, Purchasers shall pay to Owners the sum of \$1,400 in full payment of the purchase price for all merchantable old growth Douglas fir timber upon the premises above described.

(4) 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 old growth Douglas fir timber thereon and constructing all necessary logging roads necessary or incident thereto. Owners also give to Purchasers the right to use the cabin now constructed and being upon the tracts above described and Purchasers agree to keep and maintain said cabin in the same condition as that in which it is received by Purchasers, reasonable wear excepted.

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

(6) 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.

(7) 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.

(8) 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.

(9) 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.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year first hereinabove written.

R. Earl Jackson

Frances Jackson
Owners

E. R. Cox

T. H. Cody
Purchasers

STATE OF WASHINGTON)
COUNTY OF SKAMANIA) ss.

On this day personally appeared before me R. EARL JACKSON and FRANCES JACKSON, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and