

rules, and regulations in regard to such operations and each part thereof, burning and otherwise:

Second party will promptly pay when due all Federal, State, County, or District taxes, assessments or levies that may become due by reason of the purchase and or operation of said logging, manufacturing, or selling of said timber, provided, that written notice of lands cut and surrender of title to remaining timber on said lands so cut, served upon the first parties by second party, on or before the first day of June of any year during the life of this agreement will relieve and excuse said party of the second part from further payment of taxes on lands so cut and released; and it is expressly agreed that the depositing by said second party of said written notice in any United States post-office, addressed to last known address of first parties, with postage prepaid, shall constitute service of said notice aforesaid;

The second party agrees to keep the gate across the road at Cooks in good repair and to keep same closed when not using the road for logging; Second party agrees to leave the gate and road in good condition when the logging of the timber is completed.

Should the second party desire to haul logs or timber from property not owned by the first parties during this five (5) year period over the roads in said lands owned by the first parties, a separate agreement for a right-of-way shall be negotiated.

Second party further agrees to furnish the use of his catipilar, a driver and supplies for the operation of the catipilar for one day at Cooks, Washington to build roads for the first parties and Mrs. Edith Jackson Brandt;

This contract is not transferable by the second party:

To Have and to Hold the said merchantable timber to the second party together with the exclusive right of occupancy of said lands for and during the term aforesaid; said first parties covenanting not to enter on said lands during said term for any purpose whatsoever, except as follows; first parties reserve the right and privilege to use said real estate for the purpose of pasturing live stock thereon, picking berries, and otherwise during the entire period granted for the removal of timber therefrom, so long as said use and occupancy does not conflict with logging operations:

And the above described lands, premises and property, in the quiet, peaceable and exclusive possession of said second party, against all persons lawfully claiming or to claim the whole or any part thereof, the said first parties will warrant and defend, subject to right of way for the Pacific Power and Light transmission line, to the right of way and intake for the Cooks water system and subject to mineral and oil rights and leases.

In Testimony Whereof, first parties have hereunto set their hands and seal this 20th day of May 1950.

Una Z. Ward
Una Z. Ward (Seal)

Lyman W. Ward
Lyman W. Ward (Seal)

State of Washington)
County of Klickitat) SS

On this day personally appeared before me Una Z. Ward and Lyman W. Ward, wife and husband, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged the same to be their free and voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal this 27th day of May 1950.

(Notarial seal affixed)

C. H. Estes
Notary Public in and for said State,
residing at White Salmon, therein.