

Buyer has advanced to Sellers the sum of \$100.00, receipt of which is hereby acknowledged by Sellers, which sum is a prepayment for stumpage charges.

II

For the purposes of this contract, the Buyer undertakes and agrees to purchase the said timber from the above described land, and to complete the entire transaction herein, and deliver said timber to mill receipt on or before the 21st day of April, 1953. No part of falling, bucking, yarding, trucking or selling charges or expense are to be paid by the owner.

III

The buyer shall have possession of said land and the marketable fallen and standing timber to the extent of lot after lot as delivered to mill by receipt, and the continuance of said possession shall be dependent on the prompt payment of each lot of logs as above provided. The title to the fallen and standing timber and the timber cut therefrom is retained, in each instance by the Sellers, subject to the above conditions and the conditions hereafter stated. The right of inspection is at all times reserved by the Sellers as to the number of cords, log and board feet measure taking out or left from time to time and as to the results of logging.

IV

Non-payment to the Sellers of any lot or part of fallen timber after delivery by the Buyer to receipt by mill, or of the standing timber as it is felled and bucked and logged after delivery by the Buyer to receipt by mill, shall be cause for effective forfeiture of all the rights of the Buyer under the contract herein.

V

It is agreed, in the limits of this contract, that the owner shall have no control over the manner or the performance of the Buyer's own undertaking in the falling, bucking, yarding and trucking or any other work related to the logging or the taking out of said fallen timber and the delivery by the Buyer to receipt by the mill, and that in all such respects the Buyer is an independent contractor, and that it will make all arrangements with the Industrial Accident Commission of the State of Washington as to all matters pertaining thereto and to the employees of the Buyer.

VI

Buyer shall have the right of the use of any and all roads on Seller's land for the purposes of fulfilling this contract. Buyer may build such other roads as may be necessary to complete logging operations on the above described premises. Buyer agrees not to use heavy equipment in or near a certain spring, situate on the aforementioned premises, in such a manner as to damage or hinder the flow of same.

VII

It is understood and agreed that the Buyer is only purchasing the marketable downed and standing timber on the above described premises and if, in Buyer's officers sole judgment, any timber is determined not to be marketable, Buyer shall not be obligated to cut, remove or pay for same.

VIII

It is understood that Sellers have previously cut and sold approximately 10 cords of timber which now remains on the above described premises and which shall not be considered sold under this contract.

IX

It is understood Sellers desire to have the above described premises cleared for agricultural purposes and in pursuance thereof Sellers agree to forthwith apply and