

43657

## LOGGING AGREEMENT

THIS AGREEMENT made and entered into this 3 day of March, 1952, by and between Du Bois Lumber Co., Inc., a Washington corporation, hereinafter referred to as the party of the first part, and Frank W. M. Birkenfeld and Louise Birkenfeld, husband and wife, and Spencer Garwood and Donna L. Garwood, husband and wife, hereinafter referred to as the party of the second part, IT IS AGREED:

WHEREAS, if the parties of the second part are the owners of the certain standing and fallen timber, situated in Skamania County, Washington, and being more particularly described to-wit:

The northeast quarter of the northwest quarter of Section 10, Township 1 North, Range 5 east of the Willamette Meridian.

EXCEPTING that portion thereof lying easterly of the county road designed as State Highway No. 8 on June 17, 1919, and SUBJECT TO easements for power lines, transmission lines and state and county roads.

and, that in addition to the above timber, they are also owners of certain other timber in the State of Washington and,

WHEREAS, if the parties of the second part desire to sell the timber and the party of the first part desire to purchase the same, now, therefore,

## IT IS AGREED AS FOLLOWS:

That the party of the first part will purchase and the parties of the second part will sell to the party of the first part all of the merchantable timber situated on the above property and all other logs wherever cut by the parties of the second part as provided herein.

It is understood by the parties hereto that in consideration of the lending by the party of the first part to the parties of the second part, certain sum of money as shown by note and mortgage covering the above described real property and which has been executed concurrently herewith that the party of the first part shall pay the general market price for similar grade and quality of logs as paid at Vancouver, Washington, at what is known as river scale, provided, however, that the party of the first part may refuse to purchase any logs by notifying the parties of the second part in writing at the time the parties of the second part have a complete raft; provided further, that the refusal by the



party of the first part of any raft shall not release the parties of the second part from selling all other logs they may own thereafter. The footage delivered shall be determined by the river scale of the Columbia River Scaling Bureau, and shall be delivered to the mill of the party of the first part in complete rafts and all expenses incurring in logging, hauling, rafting and all other expenses necessary to deliver the logs to the mill of the party of the first part shall be paid by the parties of the second part.

The term of this contract shall be from the date hereof and to and including the 31st day of December, 1952, or until the mortgage, which has been executed concurrently herewith, has been paid in full, whichever is the last.

It is further understood and agreed by the parties hereto, that out of the gross sum due on any raft to the parties of the second part shall be deducted by the party of the first part, the sum of, one-third, of the total gross sum for each raft which shall be applied upon the sum due to the party of the first part by the parties of the second part according to the terms and conditions of the mortgage of the sum of \$12,000.00 which has been concurrently executed herewith.

It is further understood and agreed that delivery of the said logs shall begin immediately by the parties of the second part and the said logs shall be delivered in full rafts, as soon as possible, weather, acts of God and road restrictions excepted.

It is further understood and agreed that the parties of the second part shall keep the logs free and clear of all encumbrances for wages, rafting or hauling claims of any kind, or any other type of expenses incurred as the result of the above mentioned work, and in the event the parties of the second part fail to do so the party of the first part may withhold sufficient of the purchase price as may be reasonable and necessary to take care of said liens, charges or encumbrances or claims of any kind that may be superior to the claims of the party of the first part.

It is further understood and agreed by the parties hereto that the parties of the second part are independent contractors and the party of the first part shall not have any control over the means or methods used in delivering the said logs to the said mill, it being the intention of the parties hereto

that the party of the first part is only interested in the result, i.e., the purchase of the said logs after they have been delivered to the mill.

It is further understood by the parties hereto that payment of all sums due to the parties of the second part by the party of the first part shall be made as soon as any raft has been completed and the scale made thereof by the Columbia River Scaling Bureau.

IN WITNESS WHEREOF THE parties have hereunto set their hands this 3 day of March, 1952.

Donna L. Garwood  
Spencer L. Garwood  
Frank W. Birkenfeld  
Louise Birkenfeld

STATE OF WASHINGTON )  
 County of ) s.s.

On this day before me personally appeared Frank W. L. Birkenfeld and Spencer Garwood, to me known to be the same persons named in and who executed the foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed, for the uses and purposes the rein mentioned.

Vigil Scherke  
 Notary Public for Washington, residing at  
 Vancouver, therein.

STATE OF WASHINGTON )  
 County of ) s.s.

On this day before me personally appeared Louise Birkenfeld and Donna L. Garwood, to me known to be the same persons named in and who executed the foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed, for the uses and purposes the rein mentioned.

Keith W. [Signature]  
 Notary Public for Washington, residing at  
 Vancouver, therein.

