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BOOK 33 PAGE 141

NO. 663
SKAMANIA COUNTY
TRANSACTION EXCISE TAX
PAID JAN 9 1953
AMOUNT \$20.00
COUNTY TREASURER
BY Mahel G. G. G. G. G.

TIMBER CONTRACT

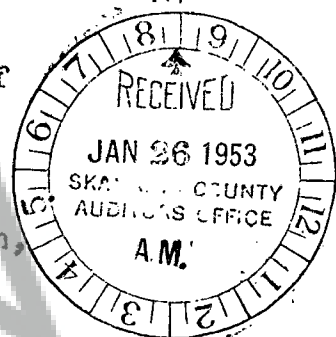
This agreement made and entered into this 5th day of January, 1953 by and between LEON P. MONTCHALIN, hereinafter designated as Seller, and KENNETH PETERSON of North Bonneville, Washington, hereinafter designated as Buyer,

W I T N E S S E T H:

Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller all merchantable timber which shall be not less than sixteen inches diameter breast height outside of bark, and situated upon the following described premises situate in Skamania County, Washington, to-wit:

The West one-half of the northwest one-quarter of section nine, township 2 north of range seven, east of the Willamette Meridian; and

The South one-half of Northeast one-quarter of section eight, township two, north of range seven, east of the Willamette Meridian



upon the following terms and conditions:

1. PRICE: The full purchase price for said timber shall be the sum of Two thousand dollars (\$2000.) payable as follows:

One thousand dollars (\$1000.) upon the execution of this agreement and the remaining one thousand dollars (\$1000.) on or before the 1st day of August, 1953; the unpaid balance of the purchase price shall bear no interest.

2. CUTTING: It is agreed that Buyer shall have until the 1st day of August, 1954 within which to cut and remove the timber and logs from the subject premises, after which date all of Buyer's rights hereunder shall cease and determine. It is especially provided, however, that Buyer shall not cut or remove any timber or logs from the South one-half of the northeast one-quarter of section eight, township two, north of range seven, E.W.M. until the full

amount of the purchase price of Two thousand dollars (\$2000.) shall have been paid.

3. EASEMENTS: Seller is the holder of an easement by virtue of an easement deed dated July 14th, 1952, executed by Ora Rankin, et ux, recorded under No. 44256, book 35, page 306, records of the Auditor of Skamania County, Washington and Buyer is hereby granted the right to use said easement and right of way over the North one-half of the Northeast one-quarter of section nine, township two, north of range seven, EWM until the 1st day of August, 1954.

Seller agrees to apply to the Forest Service for an easement and right of way over the road owned by the Forest Service and lying across the Northwest one quarter of section twenty and the south one-half of section seventeen, in township two, north of range seven, EWM. In the event said application is granted, Buyer shall have the right to use said road easement during the life of this contract, provided however, that he shall comply with such regulations concerning the use of said road as shall be set up by the Forest Service.

Seller grants to Buyer a right of way and easement for road purposes over the North one-half of the North one-half of section seventeen and the south one-half of section eight, township two, north of range seven, EWM, in Skamania County, Washington, said easement shall cease upon the expiration of this contract.

It is especially provided that no easement granted hereunder shall be assigned by Buyer, and Buyer shall haul and transport over said roads and easements only such logs and forest products as shall originate upon the property first described in this agreement, and said roads shall be used by buyer for no other purpose.

4. SALVAGE: Also included in this contract, and at no additional purchase price is all felled and/or bucked timber situate on the following described property, to-wit:

Northeast one-quarter of the Southwest one-quarter of section eight, township 2 North of range 2, East of the Willamette Meridian, in Skamania, County, Washington.

5. OPERATION AND USE OF PREMISES: Buyer agrees to save Seller harmless from any and all claims of damage or liability arising from the operation, negligence or conduct of Buyer. It is further understood that Buyer shall cut and haul said timber and logs from the premises in a reasonable and workmanlike manner, permitting no liens of any nature to be placed against the within described premises, and he shall abide by all rules and regulations of the state of Washington and the Forestry Department of the United States Government in the cutting and removal of such timber, disposal of slash and prevention of fire.

6. ASSIGNMENT: It is especially understood and agreed that buyer shall not assign this contract unless Seller shall consent to said assignment in writing, and endorse said consent hereon.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this 5th day of January, 1953.

Leon P. Montcalin
Seller

Kenneth Peterson
Buyer