



LOGGING AGREEMENT

This AGREEMENT made and entered into this 25th day of July, 1952, between O. W. HARRIS, a single man, hereinafter called the OWNER, and RAY L. MALLICOTT, hereinafter called the LOGGER,

WITNESSETH:

For and in consideration of the mutual covenants hereinafter contained it is hereby agreed between the Owner and the Logger as follows:

1. The Owner represents that he is vested with full title free and clear of all encumbrances to the following described real property located in Skamania County, Washington:

The northeast quarter of the southeast quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 24, Township 3 North, Range 7 E. W. M.; containing 40 acres, more or less;

and the Owner further represents that he has merchantable title to all the merchantable timber, logs, ties and lumber now standing or being upon the above described real property; and the Owner agrees to permit the Logger for so long as the Logger is in good standing under the terms and conditions of this contract and subject to the conditions hereof to log, remove and sell all of the merchantable timber, logs, ties, and lumber above described; and the Logger shall have the right to construct such roads on the above described real property as may be reasonably necessary for the removal of the said timber, logs, ties and lumber.

2. The Logger agrees to pay the Owner not less than once every two weeks for all of the said timber, logs, ties and lumber so severed and removed at the rate of twenty-five per cent of the log market price prevailing at the time of delivery to the Logger's mill near Stevenson, Washington; the Logger agrees to deliver all of the said timber, logs, ties and lumber to the said mill near Stevenson, Washington, and to furnish the Owner with a copy of all scale tickets for such deliveries to the said mill.

11:50 AM

3. The Logger agrees to commence logging operations forthwith and, in any event to complete all logging operations and perform this contract in full on or before two years from the date hereof, at the end of which time all rights of the Logger in the above described real property shall immediately terminate and revert to the Owner; provided, that the Owner shall have the option to cancell this contract if the Logger shall be in default under the provisions of paragraph no. 2 above.

4. The Logger, on execution of this contract agrees to deposit with the Owner the sum of \$1,200.00, the receipt whereof is hereby acknowledged, as an advancement for payments which will become due under paragraph no. 2 above.

5. The Logger agrees to comply with all statutes and regulations of the State of Washington regarding the cutting of timber, the disposal of waste logging products, and the prevention of fire, and to indemnify the Owner for and against any loss, damage, or claim arising out of or connected with logging operations conducted on the above described real property by the Logger, his agents, and employees; but the Owner shall have no control over the manner in which the Logger shall conduct the said logging operations, and the Logger shall be in all respects an independent contractor.

6. The Owner agrees to indemnify and hold the Logger harmless from and against any claim, indebtedness, mortgage or the possessory right of any person not a party to this contract and not arising out of the logging operations henceforth to be conducted by the Logger; and to this end, if any such claim, indebtedness, mortgage or possessory right shall be asserted against the said real property, the Logger shall have the right without the consent of the Owner to pay, satisfy, discharge or purchase any such claim, indebtedness, mortgage or possessory right and to apply any sum so expended plus any costs incurred therein as an advancement of

the amounts which are to fall due under paragraph no. 2 above.

7. In the event that the \$1,200.00 advanced herewith as provided in paragraph no. 4 above shall be more than sufficient to make the payments which will be due and payable under paragraph no. 2 above, and after the said logging operation shall have been completed, then the Owner agrees to refund to the Logger any credit thus determined on demand in writing by the Logger; provided, that the Owner shall have the option to repay such credit in merchantable timber and logs acceptable to the Logger.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this agreement at Stevenson, Washington, the day and year first above mentioned.

O. W. Harris (SEAL)
Owner

Ray L. Mallicott (SEAL)
Logger

STATE OF WASHINGTON |
County of Skamania | ss.

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 25th day of July, 1952, personally appeared before me O. W. Harris and Ray L. Mallicott, to me known to be the individuals described in and who executed the foregoing instrument and acknowledged that they signed and sealed the same as their voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

Robert J. Balmer
Notary Public in and for the State
of Washington, residing at
Stevenson, therein.

