

LOGGING AGREEMENT

THIS LOGGING AGREEMENT made and entered into this 15th day of November, 1952, by and between O. W. HARRIS, a single man, hereinafter called the OWNER, and VANCE GUTHRIE, hereinafter called the LOGGER,

WITNESSETH:

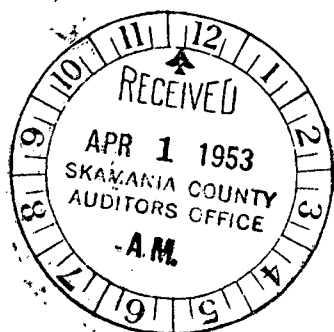
For and in consideration of the mutual covenants hereinafter contained it is hereby agreed between the Owner and the Logger as follows:

1. The Owner 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 the merchantable timber now standing and being upon the following described real property in Skamania County, State of Washington:

All of Lot 1; and all that portion of Lots 2, 3, and 4 lying northerly of State Highway No. 8 as the same is now constructed and established; all in Section 31, Township 3 North, Range 8 E. W. M.; EXCEPTING electric power transmission lines and rights of way for public roads on, over, and across the said real property; and EXCEPTING a tract of land conveyed to the State of Washington by deed dated October 27, 1937, and recorded at page 492 of Book Z of Deeds; and EXCEPTING a tract of land bargained to be sold to Frank T. Miller by contract dated May 19, 1951, and recorded at page 548 of Book 33 of Deeds.

and the Logger shall have the right to construct such roads thereon as may be reasonably necessary for the removal of the said timber.

2. The Logger agrees to deliver all second growth logs cut from the above described real property to M.D. Lumber Company near Stevenson, Washington, and to deliver all old growth logs to any dump near Stevenson, Washington, as directed by M.D. Lumber Company. For breach of this agreement to deliver logs to M.D. Lumber Company or as directed by the said company, the Owner shall have the option to cancel this agreement terminating all interest of the purchaser in the above described real property.



11:30 AM

3. The Logger shall pay stumpage to the Owner at the following rates: 25% of the net proceeds from the sale of second growth logs, and 30% of the net proceeds from the sale of old growth logs. The Owner hereby authorizes the M.D. Lumber Company to withhold the said stumpage payments and to apply the full amount of the same toward the indebtedness of the Owner to Ray L. Mallicott in the sum of \$3,250.00.

4. 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 June 30, 1953, on which date all rights of the Logger in the above described real property shall immediately terminate and revert to the Owner.

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. The Logger agrees not to assign this agreement without the written consent of the Owner.

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

H. Fred Guthrie (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 3rd day of December, 1952, personally appeared before me O. W. Harris to me known to be the individual described in and who executed the foregoing instrument and acknowledged that he signed and sealed the same as his 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.



A handwritten signature in cursive script, reading "Robert J. Salvesen", written over a horizontal line.

Notary Public in and for the
State of Washington.

Residing at Stevenson, therein.