

BOOK

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## TIMBER DEED AND LOGGING CONTRACT

KNOW ALL MEN BY THESE PRESENTS that BETHEWEL HENDRYX and DORIS HENDRYX, husband and wife, hereafter called the OWNERS, being desirous of selling and conveying all right, title and interest in and to all the merchantable timber on the below described premises unto AMEL BURRIS hereafter called the LOGGER, said owner being the owner of the following described property, to wit:

The Southeast Quarter of the Southeast Quarter of Section 34, Township 4 North Range 10 East W.M. Klickitat County, State of Washington, and, the Northeast Quarter of the Northeast Quarter of Section 3, Township 3 North Range 10 East W.M. Skamania County, State of Washington,

and the logger being desirous of purchasing said timber from the owner herein on the terms and conditions as follows;

That the logger shall pay the sum of TWO THOUSAND TWO HUNDRED FIFTY DOLLARS (\$2250.00) for all timber irrespective of size located upon the aforesaid described premises, by way of limitation that this timber deed and logging contract shall be limited to the timber located in said described premises from the boundary line of the White Salmon Water line running from Buck Creek west to the break of the Mill Creek boundary line. That said water line on the easterly side of said premises and the break in the Mill Creek boundary line on the westerly side of said premises shall constitute the boundary within which this timber deed and logging contract is intended to be conveyed by the owner to the logger herein. That said sum of \$2250.00 shall be paid and is hereby paid this day from the logger to the owner herein the receipt of which is hereby acknowledged by the owner. That the parties shall mutually obtain and sign a cutting permit to completely clear cut the timber conveyed hereunder, That said logger shall clear-cut all timber herein designated on the premises. That the time limit for removal under this contract shall be six months from this 26th day of March, 1955, *EXCEPT NO CEDAR TREES SHALL BE REMOVED OR CUT. J.W.B.*

PROVIDED HOWEVER the parties mutually hereunder agree for an extension of said time limit, the same being in writing and attached hereto. That the owner shall permit the logger full rights of ingress and egress to the premises or any portion thereof during the continuance or extension of this contract. That the owner and logger herein shall equally be responsible for the piling and burning of slash on said premises and the obtaining of a clearance or

waiver thereof from the Division of Forestry, State of Washington.

That the logger herein agrees to hold the owner harmless from all claims, liens or demands whether for labor or materials or on account of any actions arising out of contract or tort by the logger.

That the logger agrees to log and clear-cut said timber in a logger like manner and shall do as little damage as possible to the real property herein described and shall comply with all rules and regulations and laws with regard to said logging operation.

That the logger herein shall deliver all said logs and timber unto SDS Lumber Company of Bingen, Washington and out of all sums of logs delivered to said mill, the logger hereby authorizes said mill to withhold the sum of TWENTY DOLLARS (\$20.00) per thousand board feet from the sums due the logger for said delivery of logs until the sum TWENTY FOUR HUNDRED DOLLARS (\$2400.00) shall have been withheld. All balances above \$20.00 per thousand board feet and after the repayment of \$2400.00 shall have been made shall be payable to the logger by the mill herein.

The owners herein warrant and will defend their right, title and interest in and to said timber herein conveyed to said logger and further warrant that they have a right to convey same to the logger herein.

IN WITNESS WHEREOF, WE the undersigned have hereunto set our hands and seals this 29 day of March, 1955

Amel W. Burris  
Logger

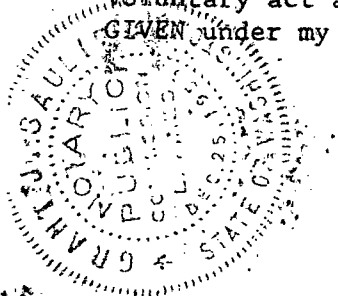
Bethuel H. Hendryx

Alvin Hendryx

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KICKAPAT )

On this day personally appeared before me AMEL BURRIS, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned. GIVEN under my hand and official seal this 29 day of March, 1955.

Jack K. Koenig  
NOTARY Public in and for the State of Washington residing at White Salmon.



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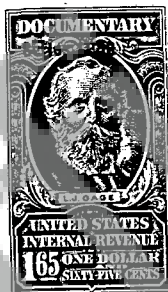
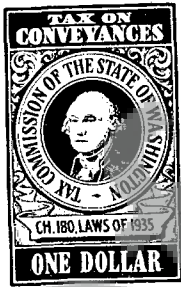
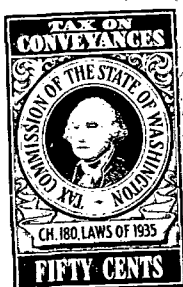
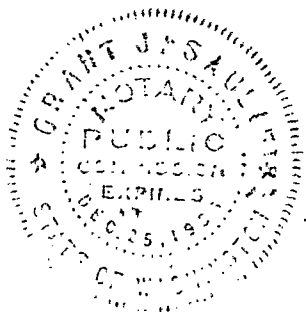
STATE OF WASHINGTON

COUNTY OF KICKITAT

On this day personally appeared before me BETHEWEL HENDRYX and DORIS HENDRYX, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 29 day of March, 1955.

*[Signature]*  
Notary Public in and for the State of  
Washington residing at White Salmon.



NO. 1481  
SKAMANIA COUNTY  
TRANSACTION EXCISE TAX  
PAID APR 18 1955  
AMOUNT \$11.25  
COUNTY TREASURER  
BY *Mabel J. Jeter*

*Annette S. Hutcherson, Sec.*

UNNOTED COPY