

4
LICENSE FOR CONSTRUCTION AND USE OF LOGGING ROAD.

THIS AGREEMENT, made and entered into the day of December, 1956, by and between DAWSON COMPANY, a Washington corporation, party of the first part, hereinafter called "Dawson", and JOHN BLOOMQUIST and AXEL BLOOMQUIST, co-partners, dba BLOOMQUIST LOGGING COMPANY, parties of the second part, hereinafter called "Bloomquist",

W I T N E S S E T H :

WHEREAS, Dawson owns and has title to certain real property located in Skamania County, Washington, described as follows, to-wit:

(P.D.)
The West Half (W $\frac{1}{2}$) and the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 25, Township 2 North, Range 5 East of the Willamette Meridian;

and,

WHEREAS, Bloomquist desires to obtain a license to construct a logging road 30 feet in width for the purpose of transporting timber products thereover; and for uses in connection with the logging operations of Bloomquist in Section 36, Township 2 North, Range 5 East of the Willamette Meridian; and the further right to maintain and use said roadway for a period of 18 months from the date hereof to and including June 1, 1958.

NOW, THEREFORE, it is hereby agreed as follows:

(Re-)
Dawson does hereby grant unto Bloomquist a license to construct a roadway 30 feet in width for the purpose of transporting timber products thereover; and for uses in connection with the logging operations of Bloomquist in Section 36, Township 2 North, Range 5 East of the Willamette Meridian, and the further right to maintain and use said roadway for a period of 18 months from the date hereof to and including June 1, 1958, over and across the West Half (W $\frac{1}{2}$) and the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 25, Township 2 North, Range 5 East of the Willamette Meridian, at such point or points on said

Agreement - 1
Dawson - Bloomquist

property as is practical and with a view of doing as little damage as possible to timber and young trees now growing on the property. This instrument shall be considered as a license to Bloomquist for a period extending from the date hereof to and including June 1, 1958, for which Bloomquist agrees to pay and does pay herewith a rental of Three Hundred and No/100 Dollars (\$300.00), receipt of which is hereby acknowledged by Dawson.

It is agreed that Bloomquist shall have the right to construct a logging road upon the premises as set forth above at their own expense and shall have the right to use the said road until the date set forth above for the sole purpose of logging and removing approximately 1,300,000 bfm of logs which Bloomquist owns in the adjoining Section 36. Dawson shall have the right to use the road so constructed in common with Bloomquist, provided, however, maintenance costs shall be shared proportionately based upon the amount of use of the road by each of the parties.

This license is granted upon the following conditions:

During the time Bloomquist is using the road, Bloomquist shall agree and does hereby agree to hold Dawson harmless from all claims, actions, demands, and liability of any kind and nature arising out of or resulting from the use and occupancy of the property of Dawson in connection with this license and Bloomquist does further agree to pay any costs of suit and a reasonable amount for attorneys fees in the event Dawson is engaged in any litigation resulting from said use and occupancy by Bloomquist.

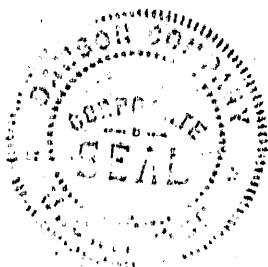
Bloomquist does further agree to provide and maintain during the entire period of this agreement, insurance against property damage and public liability in a minimum amount of \$100,000.00 property damage, and \$100,000.00/\$300,000.00 public liability in a reliable company, providing indemnity against third party.

Agreement - 2
Dawson - Bloomquist

claims against Dawson and Bloomquist and the guests, invitees and licensees, in connection with the use and occupancy and construction of the road, or arising out of the logging operations of Bloomquist, and any and all activities by Bloomquist in connection with the use and occupancy of said road.

This agreement shall not be assigned by Bloomquist nor shall any of their rights hereunder be assigned. This agreement shall automatically terminate on June 1, 1958.

IN WITNESS WHEREOF, Dawson has caused this instrument to be executed by its President and its Corporate Seal affixed thereto by authority of its Board of Directors, and Bloomquist has caused this instrument to be executed by one of its partners, in duplicate, this 10 day of December, 1956.



DAWSON COMPANY, a Washington corporation

By Ralph Hull
President

BLOOMQUIST LOGGING COMPANY, a co-partnership

By [Signature]
Partner

STATE OF OREGON,)
County of Benton,) ss.

On this 10 day of December, 1956, before me, the undersigned, a Notary Public in and for the State of Oregon, duly commissioned and sworn, personally appeared RALPH HULL, to me known to be the President of Dawson Company, a Washington corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the Corporate Seal of said corporation.

Witness my hand and official seal hereto affixed the day and year in this certificate above written

(NOTARY SEAL)

Agreement
Dawson - Bloomquist

[Signature]
NOTARY PUBLIC FOR OREGON
My Commission expires: [Date]