

B.C.C.

THIS AGREEMENT made this 28th day of September, 1956,
by ARTHUR W. LEHMANN and MARION LEHMANN, herein called the
Lehmans, and MULTNOMAH PLYWOOD CORPORATION, an Oregon corpor-
ation, herein called Multnomah,

W I T N E S S E T H:

Whereas the Lehmans are the owners in fee simple of
the following described real property in Skamania County, Wash-
ington:

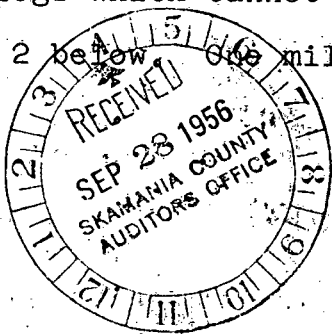
North half ($N\frac{1}{2}$) of Section 14, Township 3 North,
Range 8, East Willamette Meridian,

subject only to liens of The United States of America in an
amount not to exceed Thirteen thousand Dollars (\$13,000), to
taxes and fire patrol assessments in a total amount not exceeding
Four hundred twenty-five Dollars (\$425), Skamania County real
estate excise taxes in a total amount not exceeding Forty Dollars
(\$40), and to certain rights and title of Roy Leonard; and

Whereas the above-described premises have certain
standing and down timber thereon, and the Lehmans desire to log
the same and Multnomah desires to purchase the logs as hereinafter
stated;

NOW, THEREFORE, in consideration of the premises and of
the following terms, IT IS AGREED AS FOLLOWS:

1. The Lehmans agree to log the above-described pre-
mises and to properly raft and deliver to Multnomah at Smith's
Dump at Stevenson, Washington, all merchantable fir logs there-
from, excepting only logs suitable for piling which shall not
exceed 15" in diameter at the larger end or 13" at the smaller
end, and logs which cannot be cut to meet the requirements of
Paragraph 2 below 645 million (1,000,000) feet of the logs.



thus to be delivered to Multnomah and shall be delivered by December 31, 1956, and the balance by November 1, 1957--time being of the essence. All such logs shall be free and clear of all liens and encumbrances excepting only those which shall be paid under the provisions of Paragraph 4 (c) below.

2. All logs shall be cut in lengths of 26' 8", 34' 8", 42' 10" or 51' and none shall have a diameter at the smaller end of less than 13". Subject to the above requirements, they shall be cut to produce the maximum footage reasonably obtainable from each tree. In the event that substantial wastage will result from cutting the above lengths, Multnomah will accept occasional logs 17' 8", 22' 8", 30' 8", 38' 8" and 46' 10". These exceptional lengths shall be cut only when necessary and after the Lehmanns have shown the necessity therefor to Multnomah's satisfaction. The Lehmanns shall supply necessary boom sticks, at least 48 feet in length and 14 inches in diameter at the smaller end. Multnomah will supply necessary boom chains.

3. Multnomah agrees to purchase all merchantable fir logs thus cut and delivered, including the necessary boom sticks, at a price of Sixty-five Dollars (\$65) per M net water scale. Scaling shall be by The Columbia River Scaling and Grading Bureau, and the Lehmanns and Multnomah shall bear the expense thereof equally.

4. The purchase price shall be payable as follows:

- (a) Thirty-five Hundred Dollars (\$3500) shall be paid directly to the Lehmanns upon receipt by Multnomah from the Lehmanns of a title insurance report

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from Puget Sound Title Insurance Company showing title to the above-described premises, at a time subsequent to the recording of this agreement, to be free and clear of all encumbrances except the first five, the seventh, and the ninth exceptions listed in Puget Sound Title Insurance Company's Report No. Ti-2439, dated as of August 21, 1956, and also showing the Lehmann's title to be subject to Multnomah's rights under this agreement.

(b) Payment at the rate of Sixty-five Dollars (\$65) per M shall hereafter be made by Multnomah upon receipt of the scaling certificates on logs which have been delivered, except that after three hundred thousand (300,000) feet have been delivered Multnomah shall retain Five Dollars (\$5) per M from payments on the next seven hundred thousand (700,000) feet in order to recoup the initial Thirty-five Hundred Dollars (\$3500) payment.

(c) All amounts due hereunder, except the Thirty-five Hundred Dollars (\$3500) shall be paid directly to Roy Leonard who shall use it first to pay the laborers and other persons who might otherwise have a lien on the logs and to pay Ten Dollars (\$10)

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per M in discharge of the liens of the federal government in accordance with letter agreement signed by V.O. Olson, Group Supervisor of the Collector's office, and by Roy Leonard and Arthur Lehmann, and to pay the property taxes, fire patrol assessments, County excise taxes and any sales taxes which may be imposed on the sale of the logs, and second, to reimburse himself for amounts owed him by the Lehmanns or either of them. The balance he shall pay to the Lehmanns.

5. For purposes of determining the persons who may have liens against the logs thus purchased hereunder and to determine whether the obligations of the Lehmanns are being performed, Multnomah shall have the right at all reasonable times to enter upon the above-described premises, and also to inspect the books and records of the Lehmanns and of any and all of their assigns and subcontractors. The Lehmanns shall not subcontract the logging or hauling without incorporating the applicable provisions of this agreement into all subcontracts and without the subcontractor agreeing that Multnomah may inspect his books and records as herein provided. Multnomah shall be given a copy of all such assignments and subcontracts.

6. The provisions of Paragraph 4 (c) are for the protection of Multnomah and of Roy Leonard; they cannot be altered in any respect without the written consent of each.

7. The Lehmanns and their subcontractors at all times and at their own expense shall be covered by public liability insurance in which Multnomah shall be named as an insured in covering amounts of \$50,000/\$100,000 for liability for personal injury and \$10,000 for liability for property damage. Before logging they shall furnish Multnomah with a certificate of the insurance company showing such coverage and providing that it cannot be cancelled without at least ten (10) days notice to Multnomah. They shall also comply with the Workmens Compensation laws of the State of Washington and supply Multnomah with evidence that they have done so. If they or any of them fail

to comply with any of the provisions of this paragraph, Multnomah in addition to any other remedy at law or equity may pay the necessary amounts to provide compliance and deduct the same from payments which it thereafter makes, or it may terminate this agreement and also hold the Lehmanns liable for all loss and damage resulting from Multnomah's not receiving the balance of the logs.

8. The Lehmanns represent and warrant that the title to the above-described premises is as stated in the first "Whereas" clause above, that all rights of Kingsley Lumber Company have been transferred to and are now owned by Roy Leonard, that the present liens will be paid and not foreclosed, that no further liens or encumbrances will be created or suffered, and that other liens and encumbrances of record have been satisfied and removed and will be satisfied and removed of record immediately.

9. Multnomah shall have the right to demand and receive proof of payment of all liens and potential liens against the logs, to pay the amount thereof directly and deduct the amount of such payments from amounts due hereunder, and to refuse acceptance of logs as to which there are liens or potential liens which will not be discharged by Roy Leonard under Paragraph 4 (c).

10. Multnomah is hereby granted a lien upon the standing and down timber on the above-described premises and the logs produced therefrom as security for performance of their obligations hereunder including, but not limited to, the return of the Thirty-five Hundred Dollar (\$3500) payment if they should default and payment of any damages which may result therefrom. Upon default of the Lehmanns, Multnomah's rights hereunder are not limited

however, to the return of the Thirty-five hundred Dollars (\$3500).

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first herein written.

Arthur W. Lehmann (SEAL)

Marion Lehmann (SEAL)

MULTNOMAH PLYWOOD CORPORATION

By James L. Bailey
VICE President

By S. R. Hayden
Secretary

STATE OF OREGON }
County of Multnomah } ss.

On this day personally appeared before me Arthur W. Lehmann and Marion Lehmann 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 21st day of September, 1956.

Carrie B. Robb, Jr.
Notary Public for Oregon, residing
at Portland, Oregon

My Commission expires: Aug. 29, 1958

STATE OF OREGON,
County of Multnomah.

No. 2904

I, SE COHN, County Clerk and Ex-officio Clerk of the Circuit Court of the State of Oregon, the same being a Court of Record, in and for the County of Multnomah, and the keeper of the records and seal thereof, do

hereby certify that

Carmie R. Lafoe Jr.
whose name is subscribed to the annexed instrument, was at the time of signing and affixing his official seal to said instrument, a duly commissioned, qualified and acting Notary Public of the State of Oregon, residing in Multnomah County, and authorized by the laws of the State of Oregon to administer oaths, take depositions, acknowledgements, and oaths, jurats, etc., and that there is of record in the County Clerk's office of Multnomah County, Oregon, his Notarial Commission, together with his signature and impression of his official seal; that I am well acquainted with the handwriting of said Notary Public, and hereby certify that his signature and seal upon said instrument are genuine. I further certify that the annexed instrument is executed according to the laws of the State of Oregon, and that said Certificate is in due form of law.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed

the seal of said Court this *28th* day of *Sept*, A.D. 195*6*

SE COHN

County Clerk and Ex-officio Clerk of the Circuit Court.

By *[Signature]*

In consideration of Multnomah Plywood Corporation entering the above agreement, we agree that, if Multnomah makes the payments required of it, the rights and title which it acquires hereunder are not subject to our rights or title; that to the extent of the money which Roy Leonard shall receive as provided in Paragraph 4 (c) he will pay the laborers, persons and liens mentioned in Paragraph 4 (c) before making any other use or disposition of such money; and that he will supply Multnomah with evidence that such amounts have been paid.

Dated this 27th day of September, 1956.

Roy Leonard
Roy Leonard

Grace Leonard

STATE OF OREGON }
County of Multnomah } ss

On this day personally appeared before me Roy Leonard and Grace Leonard, 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 27th day of September, 1956.

Roe W. Chenker

Notary Public for Oregon, residing at Portland, Oregon

My commission expires: Dec. 5, 1959

STATE OF OREGON, }
County of Multnomah, } ss.

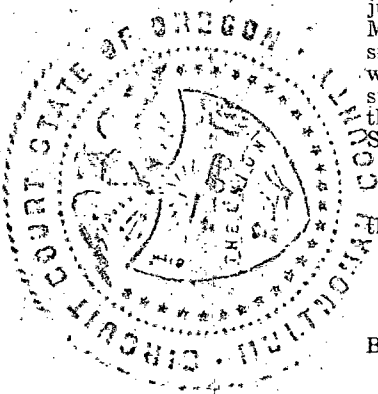
No 2905

I, SI COHN, County Clerk and Ex-officio Clerk of the Circuit Court of the State of Oregon, the same being a Court of Record, in and for the County of Multnomah, and the keeper of the records and seal thereof, do

hereby certify that

Rose W Schenker

whose name is subscribed to the annexed instrument, was at the time of signing and affixing his official seal to said instrument, a duly commissioned, qualified and acting Notary Public of the State of Oregon, residing in Multnomah County, and authorized by the laws of the State of Oregon to administer oaths, take depositions, acknowledgements, proof of deeds, jurats, etc., and that there is of record in the County Clerk's office of Multnomah County, Oregon, his Notarial Commission, together with his signature and impression of his official seal; that I am well acquainted with the handwriting of said Notary Public, and hereby certify that his signature and seal upon said instrument are genuine. I further certify that the annexed instrument is executed according to the laws of the State of Oregon, and that said Certificate is in due form of law.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed

the seal of said Court this 28 day of Sept A.D. 195 6

SI COHN

County Clerk and Ex-officio Clerk of the Circuit Court

By

Si Cohn