

CONTRACT FOR SALE OF TIMBER

December THIS AGREEMENT, made and entered into this 6th day of ~~November~~, 1958, by and between JACK E. CARL and GRACE CARL, husband and wife, and CLIFFORD M. HARBAUGH and NORA HARBAUGH, husband and wife, hereinafter referred to as the Vendors, and RALPH H. WECKS, WILLIAM C. WECKS, EARL L. WECKS, AND JAMES H. WECKS, doing business as WECKS BROS., hereinafter referred to as the Vendees, WITNESSETH:

WHEREAS, the Vendors are the owners of certain standing and down timber situated in Skamania County, Washington, and being more particularly described as follows, to-wit:

The South Half (S-1/2) of Section 9; the West Half of the Northeast Quarter (W-1/2 NE 1/4), the North Half of the Southeast Quarter (N-1/2 SE 1/4), the South Half of the Northwest Quarter (S-1/2 NW 1/4), and Government Lots 1, 8, and 9, in Section 16; all in Township 2 North, Range 7 E. W. M.; EXCEPT the 300 foot strip of land acquired by the United States of America for the Bonneville Power Administration's electric power transmission lines;

SUBJECT TO deed from the State of Washington dated March 27, 1916, and recorded April 12, 1916, at page 509 of Book P of Deeds, Records of Skamania County, Washington, said deed providing that conveyance is subject to reservations of oil, gases, coal, ores, minerals, and fossils, and subject to reservations of right of way for the removal of timber, ~~minerals~~, sand, and gravel; and also

SUBJECT TO an easement granted to the Northwestern Electric Company, a corporation, for an electric power transmission line; and

SUBJECT TO an easement for a right of way for a pipeline for the transportation of oil, gas, and the products thereof granted to the Pacific Northwest Pipeline Corporation, a Delaware corporation, by two right of way contracts dated December 14, 1955, and recorded February 6, 1956, at pages 104 and 111 of Book 41 of Deeds wherein Oliver I. Knoles and Clarissa M. Knoles, husband and wife, are grantors.

WHEREAS, the Vendees desire to purchase the same, and the Vendors desire to sell the same; now therefore,

IT IS AGREED AS FOLLOWS:

That the Vendors will sell, and the Vendees will purchase all of the merchantable timber, standing and down, including the piling and poles to eleven (11") inches on the stump. *and larger* *H.C.G.*

The purchase price is the sum of Fourteen Thousand Dollars (\$14,000.00), to be paid as follows: The sum of Thirty-Five Hundred Dollars (\$3,500.00) down, receipt whereof is hereby acknowledged, leaving the balance of Ten Thousand Five Hundred Dollars (\$10,500.00) to be paid as follows: The sum of Thirty-Five Hundred Dollars (\$3,500.00) on January 2, 1959, and the further sum of Thirty-Five Hundred Dollars (\$3,500.00) on March 1, 1959, and the further sum of Thirty-Five Hundred Dollars (\$3,500.00) on April 1, 1959.

PROVIDED, FURTHER, it is agreed by the parties hereto that before any timber is cut or removed from the premises, that ^{2/4} of the above sum of Fourteen Thousand Dollars (\$14,000.00) must be paid in full. *N.A.G.*

The said Vendees shall have until December 31, 1962 in which to log and remove said timber, and any timber or logs that are not removed from the premises by the said date, shall belong to the Vendors herein.

The Vendees shall have the right to build all necessary roads *including the use of gravel from the premises for such purposes.* *H.C.G.* for the removal of the said timber together with the right of ingress and egress over and along said roads; provided, however, that the said roads shall be located upon the above real estate in such position that they will do the least damage to the young timber located thereon.

It is further understood and agreed by the parties that the Vendees shall have the right to place a portable sawmill at two different

sites, to be selected by the Vendees, and such equipment as is necessary and convenient for the operation of said mill. ~~Anything placed on~~

~~the said realty by the Vendees shall become a part of the realty, and~~

Anything placed on said realty by the Vendees may be removed within 30 days after the said contract shall have ended. Anything remaining may, at the option of the Vendors, belong to the Vendors, ~~or they may remove the same at the expense of the Vendees.~~

It is further understood and agreed by the parties hereto that the Vendees shall conform to all local, state, and federal regulations in relation to fire precautions and woods practices in all operations hereunder, including reforestation, and it shall be the responsibility of the Vendees to clean up all slashings, and burn the same as may be required by any local, state, or federal authority, it being the intent herein that the sole responsibility in conformance with all local, state, and federal rules and regulations and laws shall be the obligation of the Vendees.

The Vendees shall pay all taxes levied against the timber, and shall hold the Vendors harmless against all liens therefor and all claims of any kind arising out of their operations or the presence of their equipment on said property.

It is understood that the Vendees are independent contractors and as such will pay all obligations incurred by them in connection with the cutting, hauling, and otherwise handling and dealing with said logs or timber, and they agree to save the Vendors harmless from all claims, liens, payments for damage, and expenses or expenditures made in connection with their performance of this agreement.

It is further understood and agreed by the parties hereto that the Vendees will use good cutting practices so as to not damage the young growth any more than is necessary.

On compliance with all of the terms and conditions hereof, including payment, the Vendors shall execute and deliver to the Vendees a Bill of Sale to the said timber.

45

The Vendors have furnished title insurance, and shall not be required to furnish any further title insurance.

It is further understood and agreed between the parties hereto that if the Vendees default in the payment of any money due under this agreement or if they become insolvent, file a petition in bankruptcy, make an assignment for the benefit of their creditors, consent to the appointment of a receiver of the whole or any substantial part of their property, or are adjudicated a bankrupt, or if an order, judgment, or decree shall be entered by any court of competent jurisdiction appointing a receiver of their property, or any court of competent jurisdiction shall assume custody, control, or supervision of the Vendees or of any substantial part of their property under the provisions of any law for the relief or aid of debtors, the Vendors may at their option terminate this agreement by notice to the Vendees and thereupon all rights of Vendees hereunder shall come to an end and they shall forthwith surrender all rights hereunder. In addition, the Vendors shall have and may exercise concurrently or from time to time any other remedy or remedies to which they may be entitled at law or in equity or at the election of the Vendors, and they may, if the balance of the purchase price is not then due and payable, declare the balance of the purchase price to be immediately due and payable and proceed in any appropriate manner to enforce collection thereof.

Time is of the essence of this agreement and of each and all of its provisions, and no waiver of any breach of the terms, provisions, covenants, agreements, or conditions herein contained shall operate as a waiver or relinquishment for the future of any such term, provision, covenant, agreement, or condition, nor as a waiver or relinquishment of any other term, provision, covenant, agreement, or condition hereof, nor, in the event of waiver by sellers of the breach of any of the terms, provisions, covenants, agreements, or conditions hereof, shall Vendors be obligated to notify Vendees

that strict performance will be required thereafter.

It is further understood and agreed by the parties hereto that if it is necessary to enforce any of the terms or conditions of this agreement by suit or otherwise, that the Vendors shall be entitled to reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the parties hereto have set their hands this 6th day of ~~November~~ ^{December}, 1958.

Jack E. Carl
Grace Carl
Wm Harbaugh
Nora Harbaugh
Vendors.
Ralph H. Weeks
William C. Weeks
Earl L. Weeks
James H. Weeks
d/b/a Weeks Bros.

STATE OF COLORADO)
County of Las Grande) ss.

On this day before me personally appeared JACK E. CARL and GRACE CARL, husband and wife, to me known to be the same persons named in and who executed the foregoing instrument, and acknowledged to me that they signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and notarial seal this 6th day of December, 1958.

Gertrude Pleasant
Notary Public for Colorado,
residing at Monte Vista therein.

My Commission expires August 8, 1961

No. 2610
TRANSACTION EXCISE TAX
DEC 12 1958
Amount Paid 140.00
Mabel J. Jelin
Skamania County Treasurer
By Michael O'Donnell
Deputy

Short page behind for Harbaugh to sign

STATE OF ARIZONA)

County of Navajo) ss.

On this day before me personally appeared CLIFFORD M. HARBAUGH and NORA HARBOUGH, husband and wife, to me known to be the same persons named in and who executed the foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and notarial seal, this 8 day of December 1958.

Katherine Jenkins
Notary Public for Arizona,
residing at Winslow, therein.

My Commission Expires July 25, 1961