

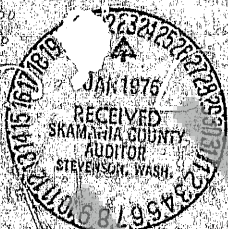
AGREEMENT

THIS AGREEMENT, made and entered into this 22nd
 day of January, 1975, by and between W. J.
 SEUFERT LAND CO., mona, here-
 inafter referred to as "First Party," and KROHN LOGGING, INC.,
 hereinafter referred to as "Second Party,"

WITNESSETH:

For and in consideration of the mutual covenants
 listed below, the First Party agrees to permit the Second
 Party to mine rock from the land herein described as follows,
 located in Skamania County, to-wit:

The NE-NW, NW-NR; Tax Lot 1; Lots 1, 5, 6, 7,
 EXC 8.5 ac from 8, on deed 29-442
 Less 7.8 ac to Co



This agreement shall be binding upon all parties for
 a period of four years from the date of execution of this
 contract.

Second Party agrees that they will furnish all
 labor and materials and will construct and do all that is
 necessary for mining rock. Second Party further agrees to

do all that is necessary to transport and remove all merchantable rock from the above described land.

Second Party further agrees to pay to First Party the sum of \$0.25 per yard for the first two years and the sum of \$0.35 per yard for the last two years for the rock that is removed. It shall be the sole responsibility of Second Party to pay to First Party such sums as are due immediately upon removal of said rock.

Second Party agrees that they will not assign said contract without the written consent of First Party.

Second Party agrees that they will not permit any claim, lien or charge to come against any property or any part of the above-described property because of any act or omission by Second Party or its employees. Second Party shall be liable for all labor and industry charges, excise taxes, federal taxes and other forms of obligations owed and outstanding in favor of the states of Washington and/or Oregon in connection with the removal of rock and First Party shall in no way be liable personally or individually or collectively for any of the aforementioned matters and Second Party agrees to hold First Party harmless from any claims or causes of action arising out of said operation by Second Party.

Second Party agrees that they will mine said lands in a diligent manner and shall exercise due diligence in the conduct of their rock pit operations.

Second Party agrees that First Party may, in its discretion, designate to Second Party those areas to be mined. Both parties agree to observe and bypass all roads, pipelines, powerlines and other personal property.

Second Party agrees that they will comply with the laws of the state and municipal authorities and will obtain all permits and licenses necessary to perform the work as specified in this contract.

Second Party agrees that they are aware of the boundary lines herein and agrees not to trespass and will not permit trespass and will hold First Party harmless from any damages by virtue of any trespass committed and agrees that they will save First Party harmless from any final judgment in this connection.

First Party agrees to grant to Second Party during the duration of this contract an easement of ingress and egress to and over and across aforementioned described property and to allow Second Party to reach the nearest public highway with the least amount of damage to the property.

Time is of the essence in this agreement and, in the event that Second Party shall fail to make any payment due to First Party pursuant to the terms of the contract, First Party may bring an action against Second Party for payment of such sums as are due and may, at their election, declare the contract to be materially breached and terminate said contract and seek damages for such breach.

If this contract or any obligation contained in it is referred to an attorney for collection of sums due or for damages, Second Party agrees to pay reasonable attorneys fees, including costs.

Second Party shall have the right of first refusal to renew said contract after four (4) years provided said notice of renewal is delivered to First Party in writing at least thirty (30) days before the date of termination of contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

W. J. SEUFERT LAND CO.

KROHN LOGGING, INC.

By *W. J. Seufert*
Pres.

By *David H. Kroll*
Robert M. Mangher
Stevens, CO

Mary De Smith
-4-
MY COMMISSION EXPIRES JULY 29, 1978