

AGREEMENT TO PURCHASE AND HARVEST TIMBER

JOHN A. HOPE and SARAH C. HOPE, hereinafter called Purchaser agrees to purchase, and W.J. SEUFERT LAND COMPANY, INC., an Oregon corporation, hereinafter called Seller agrees to sell all merchantable and readily harvestable trees on that certain property located in Skamania County, more particularly described as follows:

Government lots 1, 2, 5, 6, 7 and 8; the west 660 feet of the Jar. M. Findley D.L.C.; the northwest quarter of northeast quarter; the northeast quarter of northwest quarter; that portion of the northeast quarter of northeast quarter lying southerly of the county road known and designated as the Girl Scout Road, ALL in Section 25, Township 3 North, Range 8, East, W.M., EXCEPT that portion of said Government lot 8 described as follows: Beginning at the northeast corner of said Government lot 8; thence south along the east line thereof 840 feet to intersection with the county road; thence northwesterly following said county road to a point 885 feet west of the point of beginning; thence east 885 feet to the point of beginning.

Those portions of the southwest quarter of section 25, Township 3 north, Range 8 east, W.M. described as follows: Beginning at the quarter corner or the south line of said Section 25; thence north 230 feet; thence west 1320 feet; thence south 330 feet; thence east 1320 feet to the point of beginning; EXCEPT the following described tract: Beginning at a point 110 feet north of the point of beginning located on the northerly line of the Rock Creek and Collins Road; thence north 220 feet; thence west 140 feet to intersection with the northerly line of said road; thence following the northerly line of said road in a southeasterly direction to the point of beginning.

Beginning at a point 330 feet north and 180 feet west of the quarter corner on the south line of said Section 25, said point being located on the southerly line of Rock Creek and Collins Road; thence west 1140 feet to a point on the southerly line of said road; thence in a northeasterly direction following the southerly line of said road 690 feet; thence in a southeasterly direction following the southerly line of said road 450 feet to the point of beginning. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

The trees to be harvested will be those which can be cut and removed by the use of surface logging equipment and the Purchaser is not required to harvest those trees which are inaccessible or markedly remote.

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PURCHASER'S RESPONSIBILITIES

The Purchaser agrees to the following:

- a. Payments. Purchaser will pay \$²⁵⁰⁰~~25~~ per thousand, net ^{15%} scale, per each merchantable tree which is cut and removed from the property and shall verify the scale by furnishing copies of scale tickets whenever required but not sooner than the beginning of the working week following removal of the timber. The payments shall be made for all timber removed not later than 4 weeks after their removal. Purchaser agrees, by this instrument, to afford a continuing lien for the benefit of the Seller on all logs and proceeds from said logs until satisfied by said payment of the agreed purchase price.
- b. Period of Contract. The Purchaser will complete the harvesting of the said trees by the 20th day of July, 1980.
- c. Fire Suppression. To do all in his power to prevent and suppress forest fires on or threatening the sale area. To furnish fire suppression insurance coverage in an amount of not less than \$500,000 payable on loss as the interests of both the Seller and the Purchaser shall appear provided, that such coverage shall be to the usual form provided for similar logging operations for this area and that the coverage shall pertain to those periods that the Purchaser is maintaining active logging operations on the premises, including those periods when logging operations may have an interruption but burning operations are yet underway.
- d. Additional Insurance. For the mutual benefit of Seller and Purchaser to maintain an active account on all employees engaged on or about or in connection with the logging operations that are subject to this agreement under its Washington State Department of Labor and Industries account.
- e. Protection of Undesignated Trees. To protect unnecessary injury to young growth and other trees designated for cutting, provided that Purchaser shall not be liable to Seller for trees

that are damaged in the course of workmanlike harvesting.

f. Cleanup and Repair. The Purchaser shall not be required to pile brush or burn slash, except as required by law.

OBLIGATIONS OF THE SELLER

The Seller agrees to the following:

a. Warranty of Title. To guarantee title to the forest products covered by this agreement and to defend it against all claims at his expense provided that it shall be the sole responsibility of the Purchaser to determine boundary lines and accept the responsibility for cutting within the boundary lines of the above described property.

b. Use of Unmerchantable Material. To allow the Purchaser to use unmerchantable material from tops of trees cut or from trees of unmerchantable species for necessary logging road improvement free of charge, provided such improvements are left in place by the Purchaser.

c. Right of Way. To grant the freedom of entry and right of way to the Purchaser and his employees on and across the area covered by this agreement and also other privileges usually extended to Purchasers of stumpage which are not specifically covered, provided they do not conflict with specific provisions of this agreement.

DONE this 20th day of July, 1973.

W.J. SEUFERT LAND COMPANY, I.C.

JOHN ROPE

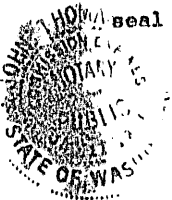
By William D. Dielschneider
WILLIAM DIELSCHNEIDER, President

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STATE OF WASHINGTON)
) ss.
 County of Klickitat)

On this day personally appeared before me WILLIAM DIELSCHNEIDER, to me known to be the president of the corporation that executed the within and foregoing instrument, and acknowledged that 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 was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



William Dielschneider
 Notary Public for Washington
 Residing at Bingen.

STATE OF WASHINGTON)
) ss.
 County of Klickitat)

On this day personally appeared before me JOHN A. HOPE and SUSAN C. HOPE, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they executed 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 27 day of July,

John A. Hope
 Notary Public for Washington
 Residing at Bingen.