

87835
1-5-4-654

TIMBER SALE CONTRACT

THIS CONTRACT, made as of December 31, 1978, between GEORGE R. ELKINS and JANET F. ELKINS, husband and wife, and JOHN A. WOOLEN and TERRI J. WOOLEN, husband and wife, (hereinafter called "Vendors"), and CROWN ZELLERBACH CORPORATION, having places of business in the State of Washington at Camas, Washington and the State of Oregon at Portland, Oregon (hereinafter called "Vendee").

1. Representations of Vendors:

The Vendors are owners in fee simple of the property hereinafter described as Parcel "A", and that Vendors are purchasing the property hereinafter described as Parcel "B" by contract and have the consent of the fee owner to sell all of the timber hereon free and clear of liens and encumbrances.

2. Timber Sale/Description of Property:

Vendors hereby convey and warrant to Vendee, upon the terms and conditions hereinafter set forth, all conifer merchantable standing timber, alive or dead, free and clear of all liens and encumbrances, located on the property hereinafter described:

PARCEL "A"

That portion of the following described real estate that lies northerly of the State Road No. 140:

The South Half of the Southeast Quarter of Section 4, Township 1 North, Range 5 East of the W.M., EXCEPT that portion conveyed to Skamania County by instrument recorded May 14, 1976, under Auditor's File No. 82149, for Bushlach Road.

PARCEL "B"

That portion of the following described real estate that lies southerly of State Road No. 140:

The South Half of the Southeast Quarter of Section 4, Township 1 North, Range 5 East of the W.M., EXCEPT that portion conveyed to Skamania County by instrument recorded November 19, 1974, under Auditor's File No. 78463 for Mt. Pleasant County Road No. 1103.

Situate in the County of Skamania, State of Washington.

3. Purchase Price:

The total purchase price for the conveyance of the above described timber is the sum of Seventy-One Thousand, Three Hundred and Sixty-Four Dollars (\$71,364), of which Twenty Thousand, Six Hundred and Ninety-Six Dollars (\$20,696)



shall be paid at the closing hereof and the principal balance of Fifty Thousand, Six Hundred and Sixty-Eight Dollars (\$50,668) shall be paid in two annual installments with interest thereon at 8% per annum on the unpaid balance;

The first annual installment on January 10, 1979, \$25,334, and the second annual installment on January 10, 1980, \$25,334.

4. Timber Removal:

Vendee may cut and remove such timber from the above described lands as it chooses at its convenience, in such quantities and at such times as it may desire, between the date hereof and December 31, 1981.

5. Taxes:

Vendee agrees to be responsible for all Washington State Timber Excise Taxes, if any, imposed as a result of the severance of said timber. Vendors agree to be responsible for all other taxes due either as a result of the sale of the timber, the conveyance of an interest in the land, the ownership of the land or otherwise, including but not limited to the 1% real estate excise tax and the document stamp tax.

6. Expiration and Revesting:

The Vendee shall have until December 31, 1981 to remove timber from the above described property and any timber remaining on the premises after that date shall be revested in the Vendors.

7. Use of Property:

Upon the execution hereof, the Vendee shall have the right of ingress and egress over, on and across the property and the right to cut, manufacture and remove all merchantable timber therefrom; and the right to build roads, bridges and other structures as may be suitable or proper for the practical and convenient logging of said timber at its own cost and free of any liens or charges against the real property above described. Vendors agree that neither they nor their predecessors, grantors, vendors, successors or assignees will in any way interfere with Vendee's use or logging of the property.

8. Performance:

Vendee agrees that all logging operations shall be carried on in a skillful and workman-like manner and to conform to the usual logging practices.

to avoid waste, to cut all whips and non-merchant stems within the clear cut operating area and to comply with all the laws of the State of Washington and other governmental authority, including the Washington Forest Practices Act and to guard against allowing contaminants to enter the flowing waters of any tributary stream, and exercise due care while working near the banks of Canyon Creek.

9. Forest Practices:

Vendors agree to execute or cause the fee owner to execute the necessary Forest Practices applications acknowledging Vendee's unrestricted right to cut and remove the timber.

Vendee agrees, in reforestation, to hand-plant all cut-over land resulting from its operations hereunder the first planting to be the spring following logging, planting 2/0 Douglas Fir seedlings on 8' X 8' spacing, and to plant 800 2/0 Noble Fir in the area as marked on Exhibit "A" attached hereto.

10. Payment:

(a) Prepayment: No prepayment of the balance due shall be made by Vendee to Vendors unless Vendors requests same, which request will be in writing.

(b) Delay in Operation: In the event Vendee is denied entry to the property herein described or is prevented or interrupted in logging or removal of the timber sold hereunder due to any act of the Vendors or their respective heirs, successors or assigns, Vendee may withhold further payments until the cause of such denial of entry or prevention or interruption in logging or removal of timber is cured.

11. Title Insurance:

Vendee shall purchase a standard purchaser's title insurance policy insuring Vendee's interest in the timber in the amount of Seventy-One Thousand, Three Hundred and Sixty-Four Dollars (\$71,364) subject only to those exceptions identified in the Preliminary Title Report No. SK-11352 from Skamania County Title Company, dated December 14, 1978. Such title insurance policy shall show the Vendors as vestees in the real estate and Vendee as the insured.

12. Risk of Loss and Title:

The risk of loss of the timber described in this contract shall pass to Vendee upon execution and delivery of this agreement. Title to all merchantable timber sold by this contract shall vest in vendee as of the date hereof, subject to the revesting provision as set forth in paragraph 6.

13. Hold Harmless:

Vendee shall hold Vendors harmless from any loss to third parties occasioned by the presence of Vendee on the premises herein described, provided that Vendee is legally liable therefore.

14. Roads:

As a part of the consideration herein, Vendee agrees to maintain Vendors' roads in the condition they are as of the date hereof while working Vendors' property, and to repair any damage resulting from Vendee's activities on said roads and to return them in as good condition as originally found; to leave ditches, culverts, waterbars and bridges in a clean and workable condition and to properly drain all temporary or permanent roads it constructs in order to minimize erosion and stream pollution.

15. Residential Restrictions:

No timber is to be cut within 200 feet of either residence as marked on Exhibit "A".

16. Successors and Assigns:

This contract is binding on the successors and assigns of Vendors and Vendees.

17. Firewood Reservation:

Vendors reserve for their personal firewood use only the currently downed trees and all hardwoods, and other logging debris resulting from Vendee's activities so long as the reservation does not interfere with Vendee's obligations under the Forest Practices Act.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by the duly authorized officers and to be effective as of the day and date first above written.

CROWN ZELLERBACH CORPORATION

George R. Elkins
GEORGE R. ELKINS

By J. Bruce Fulton
J. BRUCE FULTON
Vice President

Janet E. Elkins
JANET E. ELKINS

Attest W. B. Freck
W. B. FRECK
Assistant Secretary

John A. Woolen
JOHN A. WOOLEN

Terry J. Woolen
TERRI J. WOOLEN

STATE OF WASHINGTON)
County of CLALLAM) ss

On this day personally appeared before me GEORGE R. ELKINS and JANET F. ELKINS, husband and wife, to me known to be the individuals 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 28 day of December, 1978

[Signature]
Notary Public in and for the State of
WASHINGTON

My commission expires: JAN 28, 1979

STATE OF WASHINGTON)
County of CLALLAM) ss

On this day personally appeared before me JOHN A. WOOLEN and TERRI J. WOOLEN, husband and wife, to me known to be the individuals 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 28 day of December, 1978

[Signature]
Notary Public in and for the State of
WASHINGTON

My commission expires: JAN 28, 1979

STATE OF OREGON)
) ss
County of Multnomah)

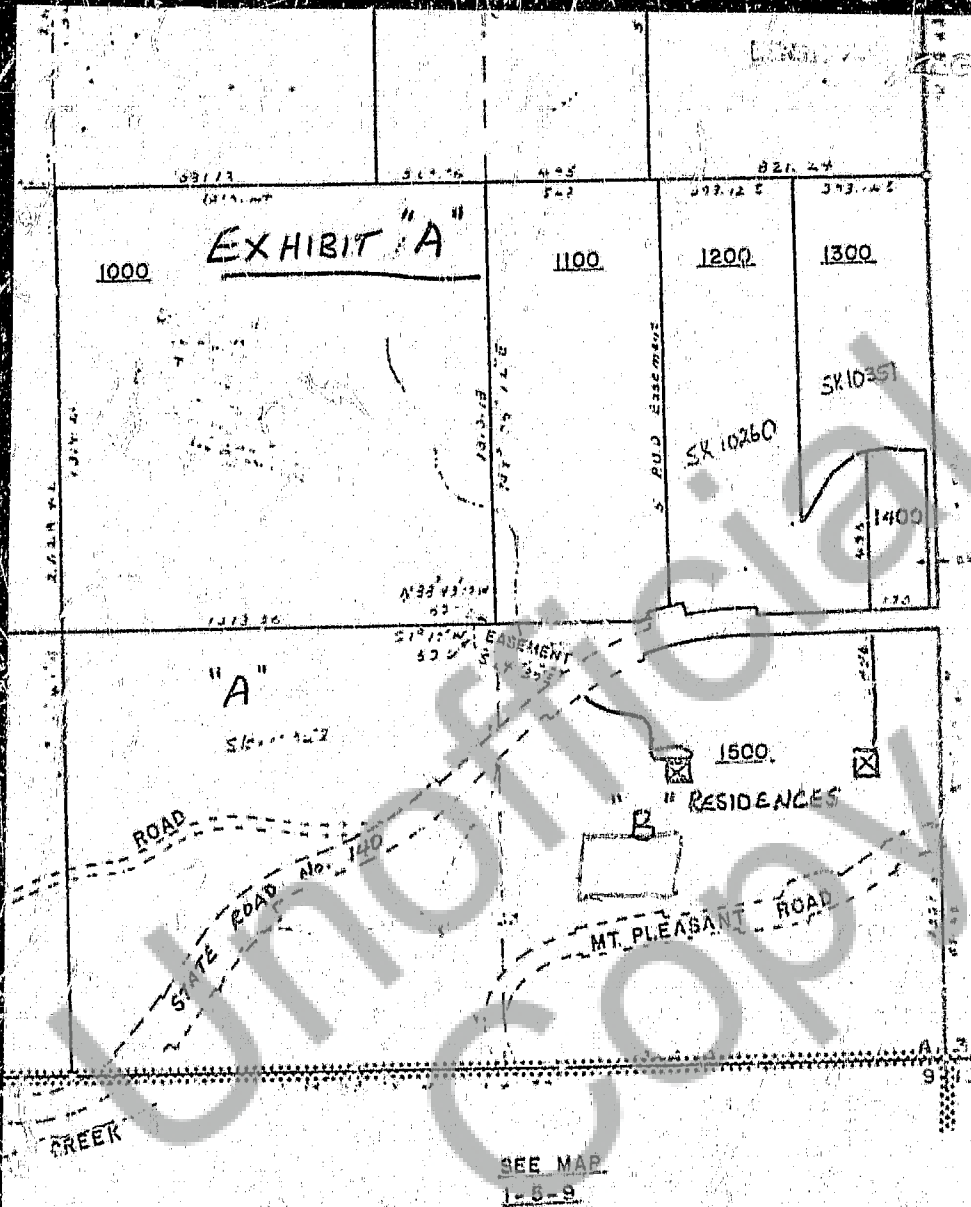
The foregoing instrument was acknowledged before me this 28th
day of December, 1978, by J. Bruce Fulton, Vice President, and
W. B. Freck, Assistant Secretary, of CROWN ZELLERBACH CORPORATION, a Nevada corpo-
ration, on behalf of the corporation.

Dennise K. Martin
Notary Public for Oregon

My commission expires: 5-2-82

No. 6299
TRANSACTION CHARGE
DEC 28 1978
Amount Paid. \$ 713.00
S. Eugene County, Oregon
By J. B. Freck & J. Bruce Fulton





REVISED	DRAFTSMAN	SKAMANIA COUNTY WASHINGTON	SECTION SEC. 4 T. 1 N. 1-5-
7-15-76	HUTCHESON		
ANNETTE	ASSESSOR	Scale: 1" = 400'	