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SK 11645

2-5-33-2500

2-5-34-700

BOOK 77 PAGE 616

TIMBER SALE CONTRACT

THIS CONTRACT, made as of November 26, 1979, between ERNEST R. RAND and ENID P. RAND, husband and wife; MATTHEW CALIFF and ELAINE J. CALIFF, husband and wife; WILLIAM S. UPSON and KIM C. UPSON, husband and wife, and CROWN ZELLER-BACH CORPORATION, having places of business in the State of Washington at Cathlamet, Washington and the State of Oregon at Portland, Oregon (hereinafter called "Vendee").

1. Representations of Vendors:

The Vendors are purchasing certain land and timber under contract dated November 6, 1975, covering the property described below.

2. Timber Sale/Description of Property:

Vendors hereby convey and warrant to Vendee, upon the terms and conditions hereinafter set forth, all conifer merchantable timber 10" stump diameter and larger, standing, dead and down, not marked with blue paint, free and clear of all liens and encumbrances, located on the property hereinafter described:

As of 11-24-79 ECF
W.S.U.
MC

The North half of the Southeast quarter, and the Northeast quarter of the Southwest quarter of Section 33; and the North half of the Southwest quarter of Section 34; all in Township 2 North, Range 5 East of the Willamette Meridian.

3. Purchase Price:

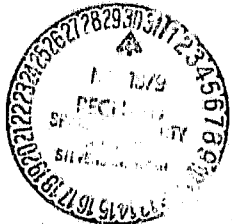
The total purchase price for the conveyance of the above-described timber is the sum of One Hundred Sixty-Eight Thousand, Three Hundred and No/100 Dollars (\$168,300.00) of which Fifty Thousand Dollars (\$50,000.00) shall be paid at the closing hereof and the principal balance of One Hundred Eighteen Thousand, Three Hundred and No/100 Dollars (\$118,300.00) shall be paid in two (2) annual installments with interest thereon at 9% per annum on the unpaid balance.

The first annual installment of \$90,000.00 on January 9, 1980;
The second annual installment of \$28,300.00 on January 9, 1981.

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 during the dry summer months, between the date hereof and December 31, 1983.

1 - TIMBER SALE CONTRACT



7232

No. TRANSACTION EXCISE TAX

NOV 27 1979
Amount Paid \$7683.00

Skamania County Treasurer
By: [Signature]

Transacted in accordance with County Auditor's Office Records, Skamania County, Washington - Box 6H

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, 1983, to remove the merchantable conifer 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, including use of Wantland Road, and the right to cut, manufacture and remove all conifer merchantable timber 10" stump diameter and larger, therefrom; and the right to build truck roads, bridges and other structures, subject to Vendor's approval, 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 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, 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 any contaminants to enter the residential water system, and exercise due care while working near the family residences and community hall.

9. Forest Practices:

Vendors agree to execute the necessary forest practices applications and acknowledge Vendee's unrestricted right to cut and remove the timber.

Vendee agrees, in reforestation, to furnish to Vendor 500 Noble Fir seedlings and enough 2/0, bare root Douglas Fir seedlings to plant 400 Douglas

Fir seedlings per acre on all cut-over land resulting from its operations hereunder the first spring planting season following logging. Vendors agree to plant said seedlings.

10. Payment:

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

(b) Delay in Operations: 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:

Vendors shall, as a part of the purchase price, provide Vendee with a standard purchaser's title insurance policy, on the timber only, insuring Vendee's interest in the timber in the amount of One Hundred Sixty-eight Thousand Three Hundred Dollars (\$168,300.00) subject only to those exceptions identified as 1, 4, 5, 6, 7, 8, 9, 10 in the preliminary Title Report No. SK-11645 from Skamania County Title Company, dated August 20, 1979, and updated by Supplemental Report dated November 9, 1979. Such title insurance policy shall show the Vendors as vestee in the timber only, 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 provisions set forth hereinbefore.

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.

77-619

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 on 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. Vendee agrees to construct 40+00 stations of all weather access road as soon as practical and environmentally sound, with permits and inspections receiving approval, along a mutually agreed upon route as shown in Exhibit "A", and as outlined in road specifications Exhibit "B", by August 30, 1980.

15. Residential Restrictions:

Vendee agrees that all traffic associated with logging activities will exercise due caution while working in and around the residential and ranching areas as identified in Exhibit "A"; to obey posted speed limits; and to help control excessive dust with a mutually acceptable dust palative.

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 all the hardwoods, and any other logging debris resulting from Vendee's activities so long as the reservation does not interfere with Vendee's obligations under the Washington 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 of the day and date first above written.

GROWN ZELLERBACH CORPORATION

Attest

W. B. Frick
W. B. Frick
Assistant Secretary

By

J. Bruce Fulton
J. Bruce Fulton
Vice President

77-620

Ernest R. Rand
Ernest R. Rand

Enid D. Rand
Enid D. Rand

Matthew Califf
Matthew Califf

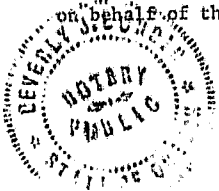
Elaine J. Califf
Elaine J. Califf

William S. Upson
William S. Upson

Kim C. Upson
Kim C. Upson

STATE OF OREGON)
) ss.
County of Multnomah)

The foregoing instrument was acknowledged before me this 30th
day of June, 1979, by J. Bruce Fulton, Vice President, and W. B.
Freck, Assistant Secretary, of CROWN ZELLERBACH CORPORATION, a Nevada corporation,
on behalf of the corporation.

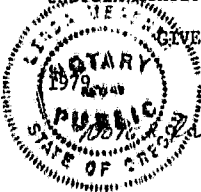


Beverly J. Upson
Notary Public for Oregon

My commission expires: 6-30-82

STATE OF WASHINGTON)
) ss.
County of Clark)

On this day personally appeared ERNEST R. RAND and ENID D. RAND, husband
and wife; MATTHEW CALIFF and ELAINE J. CALIFF, husband and wife; WILLIAM S. UPSON
and KIM C. UPSON, husband and wife 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 30th day of June 1979

Ernest R. Rand (only)

Linda Wegman
Notary Public in and for the State of
Oregon

My commission expires November 7, 1982

STATE OF WASHINGTON)
County of Skamania)

On this day personally appeared ENID D. RAND; MATTHEW CALIFF and ELAINE J. CALIFF, husband and wife; WILLIAM S. UPSON and KIM C. UPSON, husband and wife, 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 30th day of November, 1979.

W. L. Hay
NOTARY PUBLIC in and for the
State of Washington, residing
at Carson, Wa.

STATE OF WASHINGTON)
COUNTY OF SKAMANIA)
I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING, FILED BY
Mr. C. Todd
OF *Skamania*
AT *2:30 P. M. Nov 30* 1979
WAS RECORDED IN BOOK *22*
OF *Records* AT PAGE *621-625*
RECORDS OF SKAMANIA COUNTY, WASH.
C. P. Todd
COUNTY AUDITOR
B. Baker

RECORDED
INDEXED
FILED
RECEIVED
COMPARED
MAILED

77 622

EXHIBIT "B"

MINIMUM SPECIFICATIONS FOR CZC SILVER STAR RANCH ROAD

1. Clearing

Fell timber on right-of-way as marked to adequate width to construct a road and not cover residual timber stand with earth or debris. Minimum width is 30 feet. Fell all danger trees, learners and snags, as marked by CZC, that are outside the right-of-way, which could fall and hit the road. Deck all merchantable logs within ownership in neat workman-like decks.

2. Grubbing

- A. Stumps - Remove stumps within a 20-foot subgrade and those which are undercut at the top of slope. Split stumps over 20" diameter; quarter those over 42" diameter.
- B. Accomplish disposal of debris created by construction or improvement by one of the following methods, or as specified:
 - 1. Pile and burn;
 - 2. Burying in fills that do not support the roadbed and waste areas where slopes are less than 40 per cent;
 - 3. Or by lopping and scattering outside the right-of-way clearing when natural openings exist (provided that no unsightly accumulations result);
 - 4. By any other method specifically approved or directed by CZC.

3. Drainage

- A. Culverts - Control stream and surface water to minimize stream sedimentation. Install corrugated steel of standard gauge as directed by CZC or required in the contract in accordance with National Corrugated Metal Pipe Association Manual. Place culverts prior to removal of timber from cutting units. All culverts are designed and construction staked. Construct the outlet end of all culverts beyond the toe of the roadfill. Rock the ground surface at the outlet end of the culvert if necessary to prevent surface erosion. Do not terminate culvert outfall on soil that will erode.
- B. Ditches - Construct a 2-foot ditch 1 foot deep or as designed along edge of roadway on all sidehill sections and along both sides on through cut sections. Outslopping is optional as directed by CZC.

4. Grading

Grading follows CZC marked location. Grade and alignment must have smooth continuity without breaks or jogs. All excavation is placed in a condition that will remain stable and not affected by water. Keep excavation to a minimum.

A. Compaction - All excavation used in fills that support the roadway or placed in waste areas shall be compacted in 4" lifts by a minimum of two passes with a D-7 sized tractor or as directed by CZC.

B. Subgrade - Sidehill - width 18 feet; thru cut - 20'; minimum radius curve - 60 feet; maximum grades - favorable 18% adverse 12%; excavate to full bench on slopes over 50%.

C. Cut Slopes - side slopes to 55% - 1:1
55% - 70% - 3/4:1
70% + and Hardpan - 1/2:1
Rock - 1/4:1

Fill Slopes - 1 1/2:1 or as directed by State

D. Blade roadway to smooth surface at termination of hauling.

E. Crown: 4-inch minimum if surfaced.

5. Ballast

As provided in the contract - 16 feed width. Ballast must be applied prior to removal of timber, in sufficient quantities as to facilitate the hauling of logs over the full length of road.

6. Turnouts

Intervisible or with a maximum distance between turnouts of 1,500 feet, minimum length of 50 feet, double width.

7. Switchbacks

A. Maximum grade of 12% with 100-foot grade transition on both ends.

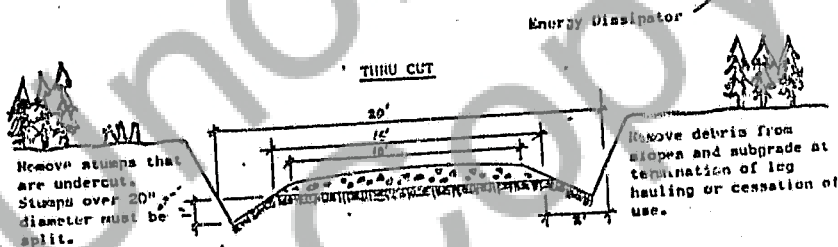
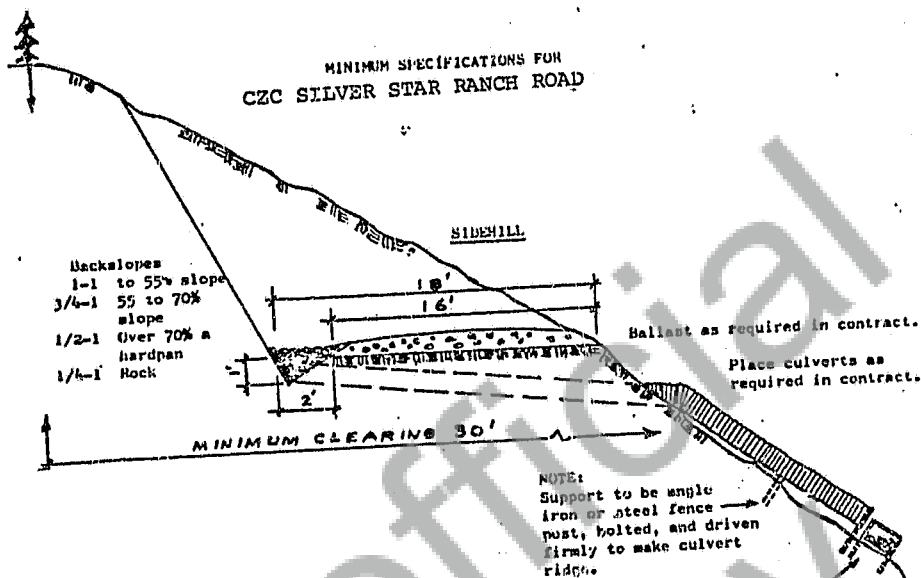
B. Minimum radius of 60 feet.

C. Four-foot extra curve widening on the inside.

Exceptions to these specifications require approval by CZC Engineering Division.

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MINIMUM SPECIFICATIONS FOR
CZC SILVER STAR RANCH ROAD



NOTE:
 Flumes and down culverts should be used as corrective measures in unusual situations.
 Place culverts on natural ground or in stream beds. Discharge beyond the top of the fill.
 Flume: Use where ground conditions are uniform, providing for stability of flume.
 Down Culvert: Use where ground conditions are irregular or unstable, or as specified.

CrownZellerbach

Owner L. Lindell, B. Rand, M. Collett et al

✓ Sale name "Silver Star" Ranch

Cruise Date: 2-2-79

Twp. 2 N

County: Skamania

Sale Date: 7-18-79

Rge. 5 E

By: I. St. Laurent, D. Henke
T. Negri, D. Henningsgaard.

Expiration Date: _____

Sec. 33.34

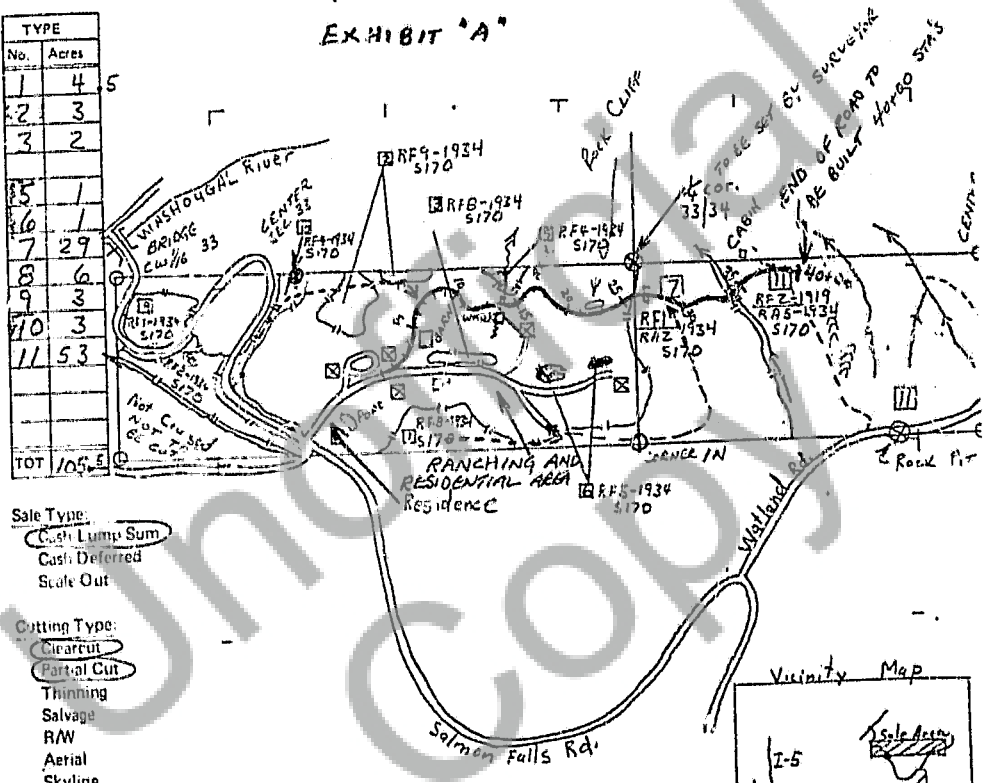
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TRAILS
MARKED

TYPE	
No.	Acres
1	4
2	3
3	2
5	1
6	1
7	29
8	6
9	3
10	3
11	53
TOT	105

EXHIBIT 'A'



Sale Type:

☒ Cash Lump Sum
☐ Cash Deferred
☐ Split Out

Cutting Type:

Clearcut
Partial Cut
Thinning
Salvage
R/W
Aerial
Skyscraper

Elevations:

700

Haul Miles To: 7.5 @ 205 Jun.

23.1

79 / 07 - 031

Logging Season: Year-Round dependent on shell

Last Map Up-date:

Soils: Clay loam

Land form: Types 1, 2, 3, 6, 10 Flat
Types 5, 7, 8, 9, 7, 11 Steep Broken
Road Construction, Logging or Environmental Comments:

Types 7 and 11 have poor access, some of the ridge tops which contain the fir volume could be sheltered lands. Shown older growth.

AREA 1 **2** 3 4 5 6 7

V. - 51082

W—

