

Auditor's Seal Affixed.

Mabel J. Fosse, County Cl rk Auditor

By Frank A. Wankler Deputy.

Filed for record Nov 8, 1938 At 5:00 P.M.
By P.J. Malone.

#18919

WAUNA LAKE CLUB TO ROBERT BARR AND T.W. FINNEGAN.

AGREEMENT.

This agreement made and entered into as of August 31st, 1938, between Wauna Lake Club, a corporation, hereinafter known as Vendor, and Robert Barr and T.W. Finnegan, hereinafter referred to as VENDEES,

WITNESSETH:

That it is mutually understood and agreed between the parties hereto that the vendor will and does sell to the vendees, and the latter buy of the former all merchantable timber as hereinafter defined, on the following described tracts of land, to-wit:

The North One-half (N $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$), the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) and that part of the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) known as Government log # eight (8), said last described tract containing 33.25 acres, more or less, according to the Government survey thereof; all of said described tracts being in section Ten (10) in Township Two (2) North, Range Seven (7) East of the Willamette Meridian in Skamania County, State of Washington and contain 33.25 acres, more or less, according to the Government survey thereof,

for the price, in the manner, with the privileges and under the terms and conditions hereinafter expressed.

Vendor agrees to properly locate the exterior boundary lines of the above tracts within a reasonable time hereinafter and at least prior to the time that the vendees must start their operations.

It is agreed between the vendor and the vendees that the exterior boundary lines of the above tracts shall be located within a reasonable time after the date of the execution of this contract and for said purpose the parties have employed W.F. Blair of Vancouver, Washington who has agreed to locate said boundary at a cost of \$25.00, one-half thereof to be paid by each of the parties to this agreement.

Merchantable timber refers to and includes only what are termed #2 logs or better and vendees agree to commence removal of timber along the most easterly portion of said lands and shall continue in a westerly direction, taking all timber clean, and in no event cutting the best of the timber and leaving patches thereof standing and consequently all culls, white fir and hemlock logs or timber shall not be included in the phrase merchantable timber and may be left uncut if the vendees so desire and no payment shall be required therefor.

Within sixty days from date hereof the vendees are to start the preparation of necessary roads and camp buildings, if needed, and are to be ready to commence their logging operations and start logging and the removal of the timber within ninety days from the date hereof.

The vendor grants unto the vendees the right to construct and use all necessary logging roads not over the above lands alone but over any other lands by it owned or controlled adjacent thereto, including the right to place thereon any equipment, deemed advisable by the vendees, but such roads shall not interfere with the waters of any stream or lake on said described lands, the same to be used distinctly for logging purposes of the vendees and in no case shall such roads be used as public thoroughfares or to be used by

the general public. If vendees acquire any other timber, or timber lands in the vicinity of the above described tracts, and the use of the roads herein mentioned are advantageous to the vendees in removing such other timber, they shall have the use and rights to said roads after the timber has been removed from said described lands until such other timber is logged off and removed.

The vendees furthermore have the privilege of installing dams or pumps on any adjoining lands owned by the vendor for the purpose of supplying water to whatever equipment the vendees use, and have all necessary water therefrom required in the general operations of the vendees.

All timber shall be paid for within twelve months from date hereof, the vendees not being required to remove such timber when market prices for logs or piling renders their operations unprofitable, in which circumstances there shall be a proportionate extension of such period of removal. If at the time all such timber should have been so paid there is any standing timber remaining unsevered, a cruise shall be made thereof by some reputable cruiser satisfactory to both parties, and the merchantable timber found remaining shall be paid for at the price herein stated, and vendees shall have reasonable time thereafter to remove same.

The vendor agrees to pay before delinquency all taxes on said lands or timber and in the event that it fails so to do the vendees may pay the same and deduct the amount thereof from the next succeeding payments due the vendor. This applies specially to all taxes which may be due to Skamania County, Washington at the date of the making of this agreement.

IT IS FURTHER AGREED and understood, however, in regard to the payment of taxes that any taxes assessed on said lands or timber within one year from the date hereof are to be paid by the vendees and vendees shall pay such taxes so long as they are using any of the lands of the vendor in this agreement described, either for logging purposes or for the maintenance of roads.

The vendees agree to pay to vendor the sum of One (1.00) Dollar per thousand feet, log scale, for all merchantable timber cut and described herein, no payment being required for the class of timber and logs excluded from the phrase merchantable timber, and the sum of One Dollar (\$1.00) per 100 lineal feet for all timber suitable for piling, but vendees shall cut the latter into piling of the greatest lengths possible for such orders as may be secured, due consideration being had to the fact the piling must be cut to orders and it consequently being impossible to adhere to any specific length of dimensions therefor, such payments to be made as follows:

The sum of \$100.00 is paid on execution hereof, receipt being acknowledged by vendor; \$200.00 shall be paid when vendees commence removal of timber as above stated, and these sums of money shall apply on the purchase price for the last 300,000 feet of logs removed or at the time of final settlement between the parties hereto. Within thirty-five days after each lot of logs or piling are sold, the vendees will pay the sums above stated for such logs or piling sold, remittance to be made directly to vendor through C.A. Button of Woodland, Washington who will handle the collection and distribution of monies received from the sale of said timber.

All logs shall be scaled to the rules used by what was known as the Columbia River Scaling Bureau and all piling shall be measured by a qualified scaler, and vendor shall have the right at any reasonable time to examine such scale sheets and to check the same.

Upon scale of such logs and piling a duplicate bill of lading, scale sheet, or purchaser's invoice, showing a full description of logs or piling so sold or shipped shall be furnished to Wauna Lake Club, Rotary Club Rooms, Benson Hotel, Portland Oregon, by vendee herein, by United States Mail.

If vendor desires to employ any person to keep a record of all logs and piling removed from said lands, then the vendees shall render every necessary assistance required to fully inform such person as to such timber, not only from themselves alone but from their employees, but in any event the vendees shall keep vendor fully informed as to the merchantable timber and piling removed.

The vendees will conduct their operations so that there will not be any undue fire hazard; they will comply with all laws and regulations governing logging operations and trucking either by the State of Washington or the Federal Government.

Time and exact performance is the essence of this agreement and the failure on the part of the vendees to make the payments required or to perform every covenant herein, or any covenant hereof, shall give the vendor the option to terminate this agreement, and eject the vendees from said lands as though this agreement had not been made, without waiving any rights to any damages sustained.

The failure to so elect in any instance shall in no wise create an estoppel preventing the exercise thereof in case of the happening of any other breach or the recurrence of the same breach.

All logs and piling to be paid for as above stated shall not be co-mingled with other like timber so the identity shall be lost and if there is a possibility thereof they shall be marked with a satisfactory brand, the details of which to be furnished vendor.

The vendees expressly agree to hold harmless and indemnify the vendor from any claim from damages either to person or property which shall be made on account of the logging operations being carried on upon the lands of the vendor above referred to, either while logging vendor's land or lands or while operating upon roads constructed by vendees over vendor's lands and in case any such claim for damages shall be made at any time vendees agree to defend the same and pay all expenses in connection therewith and to protect and save the vendor harmless in every way from any such claim of action.

The vendees agree to promptly pay all wages incurred by them in the logging operations mentioned and described in this agreement and to pay all material and equipment claims arising from said logging operations, to the end that no lien or liens of any kind shall or can be claimed, levied or placed upon the logs coming from the timber of the vendor above described.

The vendees further agree that they will not cut or remove or in any way disturb any of the timber upon the lands of the vendor above described within one hundred feet of any lake, stream or pond owned by the vendor and the vendees further expressly agree not to permit any of its camp or camps to be placed, located or used near Blue Lake, Squaw Lake, Blue Creek or Little Blue Lake or in close proximity to the water supply of the hatchery of Wauna Lake Club, which water supply comes from Blue Creek, and the vendees further agree not to permit any logs or other timber or debris to be dragged through the waters of Blue Lake, Squaw Lake, Blue Creek or Little Blue Lake and agree not to in any way pollute or rile up and unduly disturb the above waters. The purpose of this provision is to prevent any of the waters above referred to being contaminated either by pollution or by fine bark slivers or other debris so that the same may find its way into the hatchery of Wauna Lake Club, thereby threatening the safety of its fish.

The vendees further agree that they will not use any of the lands of vendor herein described for the purpose of dumping garbage or other debris arising from the logging camps and especially will not in any way contaminate any of the waters of Little Blue Lake, Blue Lake, Squaw Lake or Blue Creek.

Failure on the part of the vendees to properly protect the waters of Little Blue Lake, Blue Lake, Squaw Lake and Blue Creek from contamination as above described and set forth shall be sufficient grounds for the vendor to promptly terminate this agreement and refuse to permit the vendees to thereafter carry on logging operations over and upon its lands or to thereafter run its logging trucks or logging roads over the lands of the vendor.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be signed in triplicate, the vendor by causing same to be signed by its President and Secretary and the corporate seal to be hereto affixed by virtue of a resolution of the Board of Directors duly and regularly adopted, and the vendees by signing the same in person.

Wanua Lake Club

By Hubert F. Leonard
President

By W.L. Whiting
Secretary

(Corporate Seal affixed.)

Vendor.

T.W. Finnegan

Robert Barr
Vendees.

State of Oregon)
County of Multnomah) ss.

On this 6th day of September, 1933, before me appeared Hubert F. Leonard and Walter H. Whiting, both to me personally known, who being duly sworn, did say that he, the said Hubert F. Leonard is the President, and he, the said Walter L. Whiting is the Secretary of Wana Lake Club, the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said Corporation by the authority of its Board of Directors, and said Hubert F. Leonard and Walter H. Whiting acknowledged said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my official seal, this, the day and year first in this my certificate, written.

Notarial Seal affixed.

Ralph A. Coan
Notary Public for Oregon
My Commission expires May 11th, 1936.

State of Washington)
County of Skamania) ss.

BE IT REMEMBERED, That that on this 31st day of August, A.D. 1933 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Robert Barr and T.W. Finnegan who are known to me to be the identical individuals described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial seal the day and year last above written.

Notarial Seal Affixed

W.E. Blair
Notary Public in and for said County and State

Mabel J. Fosse-County Auditor

Filed for record Nov. 14, 1933 at 2:55 P.M.
B. T.W. Finnegan.

By Frank A. Washburn
Deputy