

It is mutually understood and agreed as follows:

1. Doyle shall remove all of the merchantable lodge pole pine herein sold from the above-described real property on or before the 15th day of March, 1978 and if the same be not removed by said date then Doyle shall cruise said remaining timber and pay Hyde the cash balance within fifteen (15) days and have until March 15, 1979 to remove the balance thereof. Upon Doyle's failure to cruise said timber, as herein specified, Hyde may have the same cruised at Doyle's cost and charge Doyle for the cash balance upon completion of the cruise.
2. Merchantable lodge pole pine as herein used shall mean all trees of lodge pole pine species having a diameter of not less than nine (9) inches breast high, inside the bark, containing at least one-third sound wood, capable of producing one or more logs twelve feet long or longer in length and not less than five inches in diameter at the small end of the log.
3. All logs shall be scaled if at all possible at a mill site upon scribner scale.
4. It is agreed by the parties hereto that Hyde will pay all harvest taxes and severance taxes upon said merchantable timber.
5. Doyle will be responsible for any and all loss caused by fire due to the logging operation, and will save Hyde harmless on any claims by third parties, or governmental agencies; Doyle shall provide Hyde a certificate evidencing insurance in a sum of not less than \$300,000 with an insurance carrier acceptable to Hyde to cover the third party liability as set out herein above. Failure of Doyle to provide satisfactory evidence of such insurance shall constitute a material breach of this contract.
6. It is understood and agreed that Hyde intends to exchange a portion of the property described hereinabove for Forest Service Land.

in the event of such exchange Doyle agrees to release the land herein to the Forest Service and Hyde agrees to extend the rights of this contract to the acquired Forest Service lands.

7. It is understood and agreed by the parties hereto that Hyde has sold one million board feet of timber mentioned in this contract to Modoc Veneer Company which contract right will be first in time and right to the present contract.

8. Doyle shall not leave stumps more than 12 inches high on the lip side of the stump.

9. In the event that Doyle shall default in any provision of this contract wherein Hyde would be required to bring a court action or retain an attorney to assist him in the enforcement of this contract, then Hyde shall be allowed such sum as awarded by the court, either trial court or on appeal, as reasonable attorney's fees in such suit or action.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first hereinabove written.

Dayton O. Hyde  
Gerda V. Hyde Hyde  
Everett Doyle Doyle

STATE OF OREGON )  
 County of Klamath ) ss.  
 January 18, 1973.

Personally appeared the above named DAYTON O. HYDE and GERDA V. HYDE, husband and wife, and EVERETT DOYLE, and acknowledged the foregoing instrument to be their voluntary act. Before me:

William V. Brond  
 Notary Public for Oregon  
 My Commission expires: 7-24-75



7343

A portion of Lots 1 & 2, Section 16, Township 33, Range 11 E.W.M.; a portion of the S 1/2 SE 1/4 of Section 9, Township 33, Range 11 E.W.M.; a portion of Sections 4 & 5 and a portion of Sections 8 & 9, Township 33, Range 11 E.W.M.; a portion of Township 32, Range 11 E.W.M.; a portion of Section 23, Township 32, Range 10 E.W.M.; a portion of Sections 7 & 18, Township 32, Range 11, E.W.M.; a portion of Section 36, Township 32, Range 10, E.W.M.; a portion of Section 23, Township 32, Range 10 E.W.M.; the SE 1/4 E 1/2 SW 1/4 of Section 35, Township 33, Range 9 E.W.M.; the E 1/2 NE 1/4 of Section 2, Township 34, Range 9 E.W.M.; the W 1/2 SE 1/4 Section 2, Township 34, Range 9 and the W 1/2 NE 1/4 of Section 11, Township 34, Range 9 E.W.M.; the SW 1/4 of Section 11, Township 34, Range 9 E.W.M.; the W 1/2 of Section 15, Township 34, Range 9 E.W.M.; Lots 1 & 2 in the S 1/2 NE 1/4 of Section 6, Township 32, Range 11 E.W.M.; the W 1/2 SE 1/4 SW 1/4 of Section 18, Township 32, Range 11 and the W 1/2 NE 1/4 NW 1/4 of Section 19, Township 32, Range 11 E.W.M.; the S 1/2 SW 1/4 SE 1/4 Section 18, Township 32, Range 11 and the NW 1/4 NE 1/4 of Section 19, Township 32, Range 11, E.W.M.; the N 1/2 NW 1/4 SW 1/4 Section 9, Township 33, Range 11 E.W.M.; and the N 1/2 SE 1/4, S 1/2 NE 1/4 of Section 16, Township 33, Range 11, E.W.M.

Return to:- Lane Plywood, Inc.,  
465 So. Bertelsen Rd.,  
Eugene, Oregon 97402

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of LANE PLYWOOD, INC.,  
this 30th day of June A.D., 1975 at 10:00 o'clock A.M., and duly recorded in  
Vol. M 75 of DEEDS on Page 7336

FEE \$ 16.00

WM. D. MILNE, County Clerk  
By *Hayel Drazil* Deputy