

17831

AGREEMENT

THIS AGREEMENT, Made and entered into this 5th day of December, 1975, by and between Howard Beck, herein called "Beck", and LOWELL N. JONES CO., an Oregon corporation, herein called "Jones";

WITNESSETH:

Beck hereby sells, assigns and conveys to Jones all of the merchantable timber now standing on the following-described lands, situated in Klamath County, Oregon, to-wit:

NE 1/4 Sec 5 Twp 33N R 7 1/2 E
W.M

Jones agrees to pay therefor, as hereinafter set forth, the following prices:

For Ponderosa Pine - \$ 40.⁰⁰ per thousand board feet
For Lodge Pole Pine - \$ 40.⁰⁰ per thousand board feet
For White Fir - \$ 40.⁰⁰ per thousand board feet.

Jones agrees to conduct the logging operation in strict conformance with good and accepted logging practices employed in the area and in strict compliance with all lawful statutes, rules and regulations of the State of Oregon and Klamath County.

Jones agrees to protect said lands from unreasonable or unnecessary disturbance and to repair forthwith all fences which may be opened or damaged by reason of its logging operation, to pile and burn all slash and debris and to maintain all roads, skidroads and decking areas in reasonable condition and to protect and save Beck harmless of and from all costs, expenses, damages and claims which she may suffer or which may be made against her by reason of Jones' logging operation.

The price for said logs shall be based upon the scale thereof at the mill to which the logs shall be delivered by Jones, and such purchase price shall be paid within 30 days following the date of delivery of said logs to the mill.

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Jones will keep true and accurate records of all logs removed from said property, which records will be open for inspection by Beck or ^{his} designated agent at any reasonable time.

It is further understood and agreed that Beck uses said lands for the pasturing and grazing of animals, and Jones agrees to conduct its logging operation and during such seasons as to not unduly or unreasonably interfere with the use of said property for pasture and grazing purposes.

This agreement shall continue in effect until all merchantable timber shall have been removed from said lands; provided, however, that this agreement shall not in any event continue in effect for a period of more than 3 1/2 years following the date hereof.

It is further understood and agreed that in performing the work contemplated by this agreement, Jones is an independent contractor and is not nor shall it be deemed to be an agent or employee of Beck.

Heirs, successors, representatives and assigns of the parties hereto are deemed to be bound and benefited by the terms and provisions hereof.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first hereinabove written.

LOWELL N. JONES CO.

By

Lowell N. Jones

By

Howard W. Beck

Howard Beck

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STATE OF OREGON

County of KLAMATH

ss.

On this 13th day of August, 1976, before me appeared LOWELL N. JONES, to me personally known, who, being duly sworn, did say that he is the President of LOWELL N. JONES CO., the within-named corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its board of directors, and the said Lowell N. Jones acknowledged said instrument to be the free act and deed of said corporation.

In testimony whereof, I have hereunto set my hand and seal the day and year last above written.

Harrison F. Smith
NOTARY PUBLIC FOR OREGON
My commission expires 12-21-79

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Had for record at request of H F SMITH ATTY

this 19th day of August A. D. 1976 at 9:09 o'clock AM and

duly recorded in Vol. M76, of DEEDS on Page 12847

FEE \$ 9.00

By Wm D. MILNE, County Clerk
Hazel Chazal

0. Rev. H. F. Smith
540 Main
173

900

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