



200609010035

Skagit County Auditor

9/1/2008 Page 1 of 5 9:28AM

After recording return to:
S. A. Newman Firm
P. O. Box 156
Everett, WA 98206-0156

MEMORANDUM OF TIMBER SALE CONTRACT

DATED: August 31, 2006

BETWEEN: MARTIN and TAMERA GLASER and MAX I. FORD
("Sellers")

AND: C & G TIMBER, INC. ("Purchaser")

Effective August 31, 2006, Sellers and Purchaser entered into that certain Timber Sale Contract (the "Contract"), pursuant to which Sellers has sold to Purchaser, and Purchaser has purchased from Sellers, all Designated Timber on real property ("Property") legally described as follows:

Lots 3, 5 and 6 of Block B of the plat of Garden Addition to Baker, in a portion of the Southeast quarter of the Southeast quarter of Section 10, Township 35 North, Range 8 East, W.M. (Skagit County parcel P70613/I.D. no. 4050-004-006-0007, titled to Max I. Ford and herein referred to as "Parcel A"); and

The $S\frac{1}{2}$ $SE\frac{1}{4}$ $NW\frac{1}{4}$ $SE\frac{1}{4}$ less the South 20 feet thereof, Lot 20 and Lot A of Plat of Sunrise Addition to City of Concrete together with vacated unopened right-of-way for Garden Street, and Lot 6 of Block A of Plat of Garden Addition to Baker, all in Section 10, Township 35 North, Range 8 East, W.M., AND Government Lots 1 and 2, including Lots 1, 2, 3 and 4 of Skagit County Short Plat No. 99-80 as recorded under Auditor's File No. 8107090011, except the East 50 feet of said Government Lot 2, and except a portion of the Southerly 60 feet of said Government Lot 2 conveyed to Skagit County for road purposes, all in Section 15, Township 35 North, Range 8 East, W.M. (together identified as Skagit County parcel numbers P43910, P43911, P43912, P43913,

P43914, P43745, P70929 and P70607, titled to Max I. Ford and to Marty Glaser & Tamera Glaser as to undivided interests and herein referred to as "Parcel B").

Further, for identification and administrative purposes, the two parcel areas covered under separate harvest permits are segregated into harvest subunits A, B1, B2 & B3 as identified on Exhibit A of the contract referenced herein.

As used herein "Designated Timber" means timber on the above described Property which is bounded by pink flagging, fencing, clearings and timber harvest boundary tags as approximately mapped on Exhibit A of the contract referenced hereto and referenced by Washington State Forest Practices Permit No. 2808369--a Class IV-Special forest practice--with respect to Parcel A; and under Washington State Forest Practices Permit No. 2808443--a Class IV-General forest practice--with respect to Parcel B--composed of three subunits; EXCEPT that the following timber shall be left uncut and undamaged: all trees marked with at least two (2) 2½" x 4" unlabeled pink tags stapled at breast height and orange paint at the root collar in subunit B1 and trees marked with orange paint at breast height and at the root collar in Subunit A.

The Purchaser shall have the right to cut and remove all Designated Timber on the Property as of the Effective Date, and after receipt of required insurance and bonding described in a following section of this contract, under the following prescribed time periods:

<u>Harvest Subunit</u>	<u>Date of Required Harvest Completion and Compliance with all Contract Terms Except as Noted Herein</u>
A	October 31, 2007
B1	October 7, 2006
B2	November 7, 2006
B3	November 7, 2006

If local or state agencies prohibit slash burning during contract period when Purchaser is ready to burn, Sellers will grant Purchaser a contract extension equal to the number of days of burning prohibition, or extend to three (3) weeks after burning ban is lifted, whichever is less. All remaining timber on the Property shall revert to the Sellers and all equipment of Purchaser and/or its Agents, Assigns, and Contractors, including but not limited to logging equipment, shall be removed on or before the time for performance expires.



This Memorandum of Timber Sale shall be recorded in the Official Records of Skagit County, Washington, in order to give notice of the Contract. This Memorandum of Timber Sale Contract shall not be deemed or construed to define, limit, or modify the Contract, or any provision thereof, in any manner.

Executed as of the date first above written.

SELLERS:

PURCHASER: C & G Timber, Inc.

By Marty Glaser
Marty Glaser

By: Gordon Iverson
Gordon Iverson
President

Date: 8/28/06

Date: 8/31/06

By Tamera Glaser
Tamera Glaser

Date: 8/28/06

By Max I. Ford
Max I. Ford

Date: 8-28-06

4523
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

4524
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

SEP 1 2006

SEP 1 2006

Amount Paid \$ 2480.98
Skagit Co. Treasurer
By Lp Deputy

Amount Paid \$ 1389.84
Skagit Co. Treasurer
By Lp Deputy

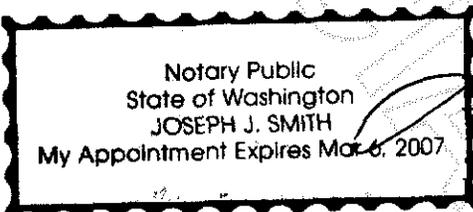


200609010035
Skagit County Auditor

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this 28th day of August 2006 before me, personally appeared MARTIN GLASER, known to me (or proved on the basis of satisfactory evidence) to be the person who executed the foregoing instrument, and acknowledged it to be the free and voluntary act and deed of said person for the uses and purposes mentioned in the instrument.

Given under my hand and official seal the day and year above written.

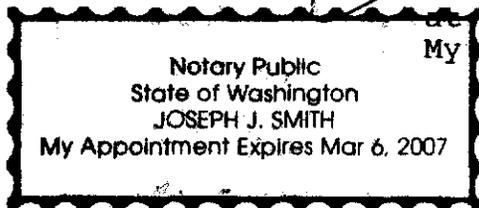


Joseph J. Smith
Notary Public in and
for the State of Washington residing
at Lake Stevens WA
My commission expires on 3/6/07

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this 28 day of August 2006 before me, personally appeared TAMERA GLASER, known to me (or proved on the basis of satisfactory evidence) to be the person who executed the foregoing instrument, and acknowledged it to be the free and voluntary act and deed of said person for the uses and purposes mentioned in the instrument.

Given under my hand and official seal the day and year above written.



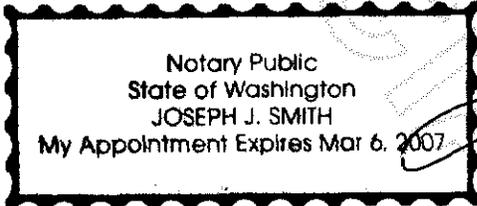
Joseph J. Smith
Notary Public in and
for the State of Washington residing
at Lake Stevens WA
My commission expires on 3/6/07



STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this 28 day of August 2006 before me, personally appeared MAX I. FORD, known to me (or proved on the basis of satisfactory evidence) to be the person who executed the foregoing instrument, and acknowledged it to be the free and voluntary act and deed of said person for the uses and purposes mentioned in the instrument.

Given under my hand and official seal the day and year above written.



Joseph J. Smith
Notary Public in and
for the State of Washington residing
at Lake Stevens, WA
My commission expires on 3/6/07

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

On this 31st day of August 2006 before me, personally appeared Gordon Iverson, known to me (or proved to me on the basis of satisfactory evidence) to be the authorized representative of C & G Timber, Inc., the corporation that executed this instrument and acknowledged it to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

Given under my hand and official seal the day and year above written.



Timothy D. Newman
Notary Public in and
for the State of Washington residing
at Wood Ct
My commission expires on 4-25-07



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Skagit County Auditor