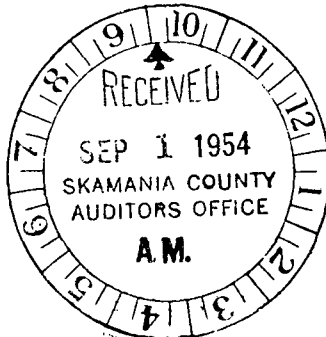


47489

A F F I D A V I T



STATE OF WASHINGTON)
: ss
COUNTY OF COWLITZ)

L. G. WEEDMAN, being first duly sworn on oath, deposes and says:

That he is a general partner in the partnership business conducted under the name of Weedman Lumber Company, which partnership has its principal office in Longview, Cowlitz County, Washington, and makes this affidavit for and on behalf of said partnership. That said partnership presently owns the following described real property located in Skamania County, State of Washington, to-wit:

The northeast quarter of the southwest quarter ($NE\frac{1}{4}SW\frac{1}{4}$) of Section 26, Township 2 North, Range 5 E.W.M.

ALSO beginning at the southeast corner of Section 26, Township 2 North, Range 5 E.W.M.; thence north along the section line, 11400 feet to the true point of beginning; thence running west to the west line of the southeast quarter ($SE\frac{1}{4}$) of said section; thence north to the northwest corner of the southeast quarter ($SE\frac{1}{4}$) of said section; thence east to the northeast corner of the southeast quarter ($SE\frac{1}{4}$) of said section; and thence south to the said point of beginning which is 11400 feet north of the southeast corner of said section.

ALSO the northwest quarter of the northeast quarter ($NW\frac{1}{4}NE\frac{1}{4}$); the north half of the northwest quarter ($N\frac{1}{2}NW\frac{1}{4}$); the southwest quarter of the northwest quarter ($SW\frac{1}{4}NW\frac{1}{4}$); the north half of the southwest quarter ($N\frac{1}{2}SW\frac{1}{4}$); and the northwest quarter of the southeast quarter ($NW\frac{1}{4}SE\frac{1}{4}$) of Section 25, Township 2 North, Range 5 E.W.M.;

having received said property by warranty deed dated April 7, 1951, from Chet Parker and Lois Parker, husband and wife, said warranty deed providing, however, that the same was subject to all the terms, conditions, reservations and restrictions, so far as they may be applicable, contained in that certain deed from G. W. Cottrell and Georgia Cottrell, husband and wife, and Western Light & Power Company, a corporation, as Grantors, to Chet Parker and Lois Parker, as Grantees, which deed was filed of record on February 26, 1951, under Auditor's File No. 42125 and recorded in Book 33, Page 389, of the Deed Records of Skamania County, Washington; that by said deed filed of record on February 26, 1951, as aforesaid, it was expressly provided that the said G. W. Cottrell and Georgia Cottrell, his wife, and the said Western Light & Power Company, a corporation, should have and retain a first right of refusal for a period of

five (5) years from February 23, 1951, of re-acquiring or re-purchasing any of the above described property, either by fee ownership or easement.

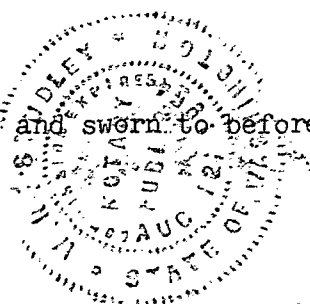
That Weedman Lumber Company has received an offer to purchase the above described property from Crown Zellerbach Corporation. That following the receipt of said offer the Weedman Lumber Company did send a notice, in writing, to the aforesaid G. W. Cottrell and Georgia Cottrell, his wife, and the Western Light & Power Company, by registered mail with a return receipt requested, advising said parties that Weedman Lumber Company had received an offer for the purchase of the above described property and that Weedman Lumber Company proposed to sell the same if said parties did not elect to exercise said right of re-purchase or re-acquisition, said notice being in letter form, dated June 16, 1954, and reading, in part, as follows:


"This letter is sent you for the purpose of notifying you of the proposed sale so that you may exercise your first right of re-purchase if you so desire. In the event you do not notify Weedman Lumber Company in writing, within thirty (30) days from the date of your receipt of this letter, of your intention to exercise your right of re-purchase or re-acquisition for the sum of Six Thousand Dollars (\$6,000.00) or more, Weedman Lumber Company will assume that you have refused to exercise your right of re-purchase or re-acquisition and will, accordingly, convey the property to their prospective purchaser free and clear of all of your rights and interest so far as re-acquisition or re-purchase are concerned."

That more than thirty (30) days have now elapsed since the Weedman Lumber Company received the return receipts requested for said notices, which return receipts were properly executed by the addressees to whom said notices were sent, and that neither G. W. Cottrell, Georgia Cottrell nor Western Light & Power Company, have either individually or collectively, notified Weedman Lumber Company in any manner whatsoever of their intention to exercise their right to re-purchase or re-acquire the above described property either by fee ownership or easement as provided in said parties' aforesaid deed to Chet Parker and Lois Parker, husband and wife.


L. G. Weedman

Subscribed and sworn to before me this 20th day of July, 1954.




Notary Public in and for the State of Washington, residing at Longview.

WILLIAM R. STUDLEY
ATTORNEY AT LAW
EXCHANGE BUILDING
LONGVIEW, WASHINGTON