

LEASE AGREEMENT

THIS AGREEMENT is made and entered into this day by and between STEPHEN B. KAHN and RUTH L. KAHN, husband and wife, hereinafter called the Grantors, and BI-STATE RED-MIX INC., an Oregon Corporation, hereinafter called the Grantee.

WITNESSETH:

Whereas, the Grantor holds a vendee's interest in certain real property situated in Skamania County, Washington which the Grantee is desirous of leasing, with an exclusive use.

Now, therefore, in consideration of the foregoing, the mutual promises and benefits hereby given and received, respectively, by each party, and for additional valuable consideration, receipt of which each party further hereby acknowledges, then it is hereby agreed as follows;

1. LEASE AGREEMENT: Grantor hereby leases the Grantee the property hereinbelow described on terms hereinbelow set forth.

2. DEMISED PREMISES: That real estate described in a Real Estate Contract of Sale between the Grantor and Grantee executed on the 14th day of October, 1976 and description incorporated into this instrument by reference and attached hereto as Exhibit A, situated in Skamania County, Washington.

3. TERM: The term of the lease shall be for a period of four (4) months beginning September 10, 1976 and ending January 10, 1977.

4. RENTAL: Grantee shall pay to the Grantor the sum of \$1600 for the term of the lease, to be paid in monthly installments of \$400, the first payment to be made upon the execution of this lease agreement and each successive payment to be made on or before the 10th of each succeeding month.

5. OTHER TERMS AND CONDITIONS: Grantor grants unto the Grantee the right and permission to secure timber cutting permits, conditional use permits and permits for development and production of water for industrial uses from the appropriate governmental agencies relating to the above described real property.

Grantor grants unto the Grantee the right to cut timber on said property and to retain any and all monies derived from the sale of the severed timber, except as set forth on page 3 of real estate contract between parties executed Sep. 21, 1976

Grantor grants unto the grantee the right to prepare and develop the said property consistent with the uses contemplated by Grantee and allowed by law.

This lease shall be binding upon the heirs, successors and assigns of the Grantor and Grantee.

DATED this 10th day of September , 1976.

Stephen Wal

Bi-State Redi-Mix Inc.

Ruth L. Wal

By: Richard L. Johnson

GRANTORS

GRANTEE

STATE OF WASHINGTON)
County of Klickitat)

On this date personally appeared before me STEPHEN B. KAHN and RUTH L. KAHN, husband and wife, and RANDALL S. JOHNSON a qualified officer for Bi-State Redi-Mix, Inc., to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed the same as their own free and voluntary act and deed, for the uses and purposes herein mentioned.

GIVEN under my hand and official seal this 19th day of October, 1976.



Joseph L. Udall
Notary Public in and for the State
of Washington, residing at White
Salmon, Washington.

Exhibit A KAHN-BI-STATE Lease Agreement

R. L ESTATE CONTRACT OF SALE

THIS AGREEMENT, made and entered into this 21st day of September, 1976 by and between STEPHEN B. KAHN and RUTH L. KAHN, husband and wife, hereinafter referred to as Sellers and BI-STATE REDI-MIX, INC., an Oregon Corporation hereinafter referred to as Purchaser:

WITNESSETH:

The Sellers agree to sell and the Purchaser agrees to purchase the following described real estate situated in Skamania County, State of Washington, to wit:

A tract of land situated in the E. L. Bishop D.L.C. No. 39 in Section 20 and 21, Township 7 North, Range 7 E.W.M., being more particularly described as follows:

Beginning at a point on the Southerly right of way line of the Evergreen Highway (State Highway No. 14) and the intersection of the East line of said Bishop D.L.C.; thence South 162.70 feet along said D.L.C. line; thence South 49° 00' 00" East 121.47 feet to the Northerly right of way of the Burlington Northern Railroad; thence North 61° 10' 00" East along said railroad right of way to the West line of the power line right of way the Bonnevillie Power Administration tract; thence Northerly along said Powerline right of way to the Southerly right of way of said Evergreen Highway; thence Westerly along said Southerly right of way to the point of beginning.

excepting therefrom the following:

Beginning at the intersection of the Southerly line of said Evergreen Highway with the West line of said Bishop D.L.C., thence South 24° 27' 30" East 328.33 feet to intersection with the said Northerly right of way line of the Burlington Northern Railroad, thence following said right of way line North 61° 10' 00" East 41.35 feet; thence North 24° 27' 30" West 325.38 feet to intersection with the Southerly right of way line of said highway; thence South 65° 32' 30" West 41.47 feet to the point of beginning, as recorded on page 350 Book 2 of the records of Skamania County.

also excepting

Commencing at the corner common to Sections 16, 17, 20, and 21; thence Southerly on the Section line common to Sections 20 and 21, 2,251.45 feet to the

JOSEPH LUDALL
ATTORNEY-AT-LAW
CARBO BLDG.
SUITE 200
WHITE SALMON, WA.
98682
509-928-3463

Northerly right of way line of said railroad; thence
Northeasterly along said right of way 11.00 feet to
the point of beginning; thence North 15° 36' 00"
West 265.20 feet, more or less, to the Southerly
right of way line of said Evergreen Highway; thence
along said right of way 180.71 feet; thence South
16° 33' 00" East 247.36 feet; thence South 68° 35'
00" West 184.74 feet to the Southwest corner of the
Greenleaf Cemetery being herein described; thence
North 15° 36' 00" West 20.00 feet, more or less, to
the point of beginning, as recorded on page 577 of
Book 31 of Deeds and Records of Skamania County.

Tract No. 2818 - 1, 2, 3 consisting of 0.01
acres, 0.32 acres, and 0.62 acres respectively, said
tract No. being U.S. Army Corps of Engineers Numbers.

SUBJECT TO: A perpetual easement in Bonneville
Power Administration (Tract RaG-1005) acquired in
Civil Cause No. 36 - 7303 in the United States
District Court for the Western District of Washington.

The terms and conditions of this contract are as

follows:

The total purchase price is \$48,490.00 of which the
sum of \$11,000.00 shall be placed in escrow with the Klickitat
Valley Bank, White Salmon Branch, White Salmon, Washington,
by the Purchaser upon the execution of this contract. \$3,000.00
of the above mentioned \$11,000.00 shall be held by the escrow
agent to the Seller upon commencement of logging operations
as mentioned in the lease which shall be executed coincident
with this contract, the remaining \$8,000.00 shall be held by
the escrow agent and shall this contract fail to close the
escrow agent shall pay to the Seller the remaining \$3,000.00
and it shall be considered Sellers damage. The balance, to
wit, \$48,490.00 shall be paid on the closing date of this
contract.

As referred to in this contract, "closing date" shall
be no sooner than January 1, 1977, but no later than January
10, 1977.

The parties hereto agree to execute coincident
herewith appropriate escrow instructions with the hereinbefore
mentioned Klickitat Valley Bank for the purpose of collection

JOSEPH L. UDALL
ATTORNEY-AT-LAW
CANYO BLDG.
BOX 884
WHITE SALMON, WA.
98672
509-492-3443

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and disbursement of the purchase price to the Sellers and the
delivery of a duly executed Statutory Warranty Fulfillment Deed
and other instruments of conveyance to the Purchaser.

Seller agrees that Purchaser shall be able to obtain,
at Purchaser's expense, a title policy guaranteeing a marketable
title for the purchase price free of all encumbrances.

Purchaser's ability to obtain said title policy is a material
part of this contract. Purchaser shall pay all closing costs.

Prior to the closing date Purchaser shall acquire
the following permits relating to the above described property
from the appropriate governmental agencies.

a. A timber cutting permit.

b. A conditional use permit for a cement plant
and a sawmill operation and associated
activities and uses.

c. A permit to develop and produce water from a well.

If Purchaser, after reasonable good faith efforts, is
unable to secure any or all of the above described permits,
Purchaser shall not be obligated to close the contract and all
monies paid into escrow shall be returned to Purchaser, except
Seller shall retain \$1,000.00 if the timber or any of the
timber is cut, and all executed documents of conveyance shall
be returned to the Sellers. Sellers and Purchaser agree to
extend the closing date to a later date in the event any of the
above mentioned permits have not been denied, but only delayed,
but such extension of the closing date shall not extend
beyond a period of 60 days from the 10th day of January, 1977.

The Purchaser agrees that full inspection of the
described premises has been made and that neither the Sellers
or assigns shall be held to any covenant respecting the
conditions of said premises nor to any agreement for alterations,
improvements or repairs, unless the covenant to be relied on
be in writing and attached to and made a part of this contract.

JOSEPH L. DALL
ATTORNEY AT LAW
CAMEO BLDG.
BOX 220
WHITE SALMON, WA.
98149
509-664-1143

This contract must be signed within 5 days from
October 5, 1976 or it shall become null and void.

This Real Estate Contract of Sale shall be executed
coincident with a lease agreement of the same date between
said parties and in the event that the lease is not signed and
executed by one or both of the parties this contract shall
become null and void.

In the event that action or suit be brought by either
party to this contract to enforce any or all of the terms and
conditions thereof Sellers and Purchaser agree that the losing
party shall be responsible for court costs and attorney's fees
such as the court may adjudge just and reasonable.

This contract shall be binding on the heirs, assigns,
successors and personal representatives of the parties hereto
as if they were made a party thereof.

IN WITNESS WHEREOF, we, the undersigned, have hereunto
set our hands and seals the day and year first above written.

Stephen Kahn

Bi-State Redi-Mix, Inc.

Ruth L. Kahn
SELLERS

By: Randall Johnson
PURCHASER

STATE OF CALIFORNIA)
County of Monterey) ss.

On this date personally appeared before me STEPHEN B.
KAHN and RUTH L. KAHN, husband and wife, to me known to be the
individuals described in and who executed the foregoing
instrument, and acknowledged that they signed the same as their
own free and voluntary act and deed, for the uses and purposes
therein mentioned.

GIVEN under my hand and official seal this 8th day
of October, 1976.



Randall Johnson
Notary Public in and for the State
of California, residing at Carmel.

1 STATE OF WASHINGTON)
2 County of Klickitat) ss.

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4 On this date personally appeared before me RANDALL S.
5 JOHNSON, a qualified officer for Bi-State Redi-Mix, Inc, to me
6 known to be the individual described in and who executed the
7 foregoing instrument, and acknowledged that he signed the same
8 as his own free and voluntary act and deed, for the uses and
9 purposes herein mentioned.

10 GIVEN under my hand and official seal this 5th day
11 of October , 1976.

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13 *Joseph L. Ludall*
14 Notary Public in and for the State
15 of Washington, residing at White
16 Salmon, Washington.



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JOSEPH L. LUDALL
ATTORNEY AT LAW
CAMAS, WASH.
533 846
WHITE SALMON, WY
86678
809-473-3443