

AGREEMENT BETWEEN AND BY

BI-STATE HEDI-MIX, INC., an Oregon Corporation,
hereafter called BI-STATE and RAY ZIEGLER, a single person,
hereafter called ZIEGLER.

W I T N E S S E T H:

BI-STATE shall undertake to purchase and lease a tract
of land located in Skamania County, Washington, from STEPHEN B.
KAHN and RUTH L. KAHN, husband and wife, as evidenced by a Sales
Contract, exhibit A and Lease Agreement, exhibit B and are a
part of this agreement, filed 11-04-76 Auditors' Book 5 page 751.

BI-STATE shall reserve for its own use all of that
portion of the property that lies west of the mid-point of the
1973 Bonnetville Power Administration easement and right-of-way
identified as BPA Tract Ha 0-1005 and recorded as Lis Pendens in
Skamania County records in book 65, page 1 and under auditors
number 75846 and Civil Case No. 36-7303 in the United States
District Court for Western Washington.

BI-STATE shall make all of that portion East of the
mid-point of said BPA easement subject to right-of-way together
with easements and restrictions by law available to ZIEGLER
as a sublease under this agreement.

BI-STATE shall further undertake, after the land
purchase is complete, to make a Skamania County short plat
application and follow through with the division of the property
at the mid-point of said BPA Tract Ha 0-1005, as allowed by
Skamania County rules for short platting. BI-STATE shall then
transfer title of all that land East of the mid-point of said
BPA Tract Ha 0-1005 to ZIEGLER.

In the event BI-STATE is unable to obtain to
record authority to short plat said property in Skaman-
ia County, BI-STATE and ZIEGLER shall execute a lease to ZIEGLER for
all rights to use and occupy the land.

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BI-STATE shall be compensated under this contract by ZIEGLER as consideration for the above mentioned sublease and conveyance of property to ZIEGLER in the following manner:

1. The ratio of land conveyed to ZIEGLER to that retained by BI-STATE shall be approximately 53% ZIEGLER and 47% BI-STATE. ZIEGLER shall therefore pay to BI-STATE 53% of the purchase price of the real estate on the closing date named in Exhibit A in sum of \$25,697.70.

2. At the execution of the lease and contract between BI-STATE and STEPHEN B. KAHN, et ux \$11,000 shall be placed in Escrow. ZIEGLER shall pay 53% of the money and if the transaction completes ZIEGLER shall receive credit toward the total purchase price for said 53% contribution.

3. ZIEGLER shall pay 50% of the lease price between BI-STATE and the said KAHN according to the terms of the lease agreement being Exhibit B said amount being \$200 per month.

4. ZIEGLER shall pay 53% of all acquisition and transfer costs connected with the said property as set forth in Exhibit A and B herein, as they become due and payable.

5. Timber cutting responsibilities shall be according to the tract of land controlled by the respective parties.

ZIEGLER shall cut the timber on the land which he controls and BI-STATE shall cut the timber on the land it controls. Each party shall receive only the proceeds from the timber cut on their respective tracts.

In the event the parties disagree and legal action results because of the breach or alleged breach of any covenant and/or condition of this agreement, the losing party shall pay attorney's fees and costs.

Time is of the essence in this contract due to the various critical payment dates and schedules and the parties hereby agree to be liable for any damages caused by their

respective failures if any to meet the said payment dates and schedules.

Any legal or official notices shall be served on the parties at the below listed addresses. BI-STATE REDI-MIX, INC. PO Box 536 Hood River, Oregon 97031 and RAY ZIEGLER, 35 North Bonneville, WA 98639.

DATED this 21 day of September, 1976.

Ray Ziegler
Ray Ziegler

Bi-State Redi-Mix Inc.

By: Randall S. Johnson

STATE OF WASHINGTON)
County of Klickitat) ss.

On this date personally appeared before me RAY ZIEGLER and RANDALL S. JOHNSON, a qualified officer for Bi State Redi-Mix Inc., to me known to be the individuals described, 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 21st day of September, 1976.

Randall S. Johnson
Notary Public in and for the State of Washington residing at White Salmon, Washington

