

REAL ESTATE CONTRACT

This CONTRACT FOR THE SALE OF LAND executed this date between LEON P. MONTCHALIN and YVONNE MONTCHALIN, husband and wife, hereinafter referred to as "Seller", and PRINDLE MOUNTAIN QUARRY CO., a Washington corporation, hereinafter referred to as "Purchaser",

W I T N E S S E T H:

That for and in consideration of the covenants and agreements hereinafter provided, the Seller hereby agrees to sell and convey to the Purchaser, and the Purchaser agrees to buy of the Seller the following described real property, hereinafter referred to as the "premises" or the "property", upon the terms and conditions provided in this contract.

DESCRIPTION OF PROPERTY: Situated in Skamania County, State of Washington:

PARCEL NO. 1

The Northwest quarter of the Southwest quarter; the South half of the Southwest quarter; and the Southwest quarter of the Southeast quarter of Section 1, Township 1 North, Range 5 East of the Willamette Meridian;  
EXCEPT that portion thereof lying Southerly of the right of way acquired by the State of Washington for Primary State Highway No. 8;  
AND EXCEPT the following described tract conveyed to Wright Harris by deed dated January 16, 1934; Beginning at the Southwest corner of Section 1, Township 1 North, Range 5 East of the Willamette Meridian; thence East 2,000 feet; thence North 248.3 feet; thence North 56°20' East 625.2 feet to the initial point of the tract hereby described; thence North 51°33' East 131.6 feet; thence South 57°33' East 76.2 feet; thence South 46°14' East 67.2 feet; thence South 29°30' East 88 feet to the North line of Primary State Highway No. 8; thence South 57°20' West along the North line of said highway 307.93 feet; thence North 248.3 feet to the initial point; together with water rights and easements for water pipelines appurtenant thereto;  
AND EXCEPT the following described tract conveyed to George H. Perry by deed dated February 10, 1948; Beginning at the Southwest corner of Section 1, Township 1 North, Range 5 East of the Willamette Meridian; thence East 2,000 feet; thence South 23 feet to the Northerly line of Primary State Highway No. 8; thence North 57°20' East along the Northerly line of said highway 993.13 feet to the initial point of the tract hereby described; thence North 29°30' West 93.5 feet; thence North 46°14' West 82 feet; thence North 57°35' West 82.7 feet; thence North 22°05' East 145 feet; thence North 52°00' East 100 feet; thence North 62°42' East 275 feet; thence North 84°10' East 94 feet; thence South 33°06' East 196.92 feet to County Road;



thence following the Northerly line of said County Road 30°15' West 128 feet to the Northerly line of Primary State Highway No. 8; thence South 57°20' West 389.07 feet to the initial point; together with water rights and easements for water pipelines appurtenant thereto;

AND EXCEPT the following described tract acquired by Loyd O. Ward described as follows: Beginning at a point on the Northerly line of Primary State Highway No. 8 East 2,000 feet and South 23 feet from the Northwest corner of Section 12, Township 1 North, Range 5 East of the Willamette Meridian; thence following the Northerly line of said highway North 57°20' East 625.2 feet; thence North to intersection with the Southerly line of the access road easement granted to the United States of America by deed dated April 2, 1942, and recorded at page 45 of Book 29 of Deeds, Records of Skamania County, Washington; thence following the Southerly line of said access road in a Westerly direction to a point North of the point of beginning; thence South to the point of beginning; together with water rights and easements for water pipelines appurtenant thereto;

AND EXCEPT a tract of land acquired by Skamania County described as follows: Beginning at the intersection of the North line of Government Lot 1 of Section 1, Township 1 North, Range 5 East of the Willamette Meridian, with the Northerly right of way line of Primary State Highway No. 8, said point being 251.5 feet East of the Northeast corner of the Southwest quarter of the Southeast quarter of the said Section 1; thence West 668.7 feet; thence South 428.82 feet to the Northerly right of way line of said highway; thence in a Northeasterly direction following the Northerly right of way line of said highway to the point of beginning.

PARCEL NO. 2

The Southeast quarter of Section 2, Township 1 North, Range 5 East of the Willamette Meridian.

PARCEL NO. 3

All that portion of the Northwest quarter of the Northeast quarter and of Government Lot 4 of Section 11, Township 1 North, Range 5 East of the Willamette Meridian, lying Northerly of the right of way acquired by the State of Washington for Primary State Highway No. 8;

EXCEPT a tract of land conveyed to J. J. Ryan by deed dated July 9, 1923, described as follows: Beginning at a point on the Northerly line of Primary State Highway No. 8 South 85°52' West 195.5 feet from the Northwest corner of the property owned by School District

No. 9; thence along the old Gunther-Gattanini Road North  $38^{\circ}03'$  West 116 feet; thence North  $08^{\circ}01'$  West 150 feet; thence South  $81^{\circ}59'$  West 200 feet; thence South  $16^{\circ}21'$  East along creek at a distance of 6 feet from the center thereof 100 feet; thence South  $32^{\circ}01'$  East along said creek and 6 feet from the center thereof 166 feet to the Northerly line of said highway; thence North  $83^{\circ}29'$  East along said highway 170 feet to the point of beginning; said tract containing 1 acre, more or less; together with water rights appurtenant thereto.

PARCEL NO. 4

All that portion of Government Lots 1 and 2 of Section 12, Township 1 North, Range 5 East of the Willamette Meridian, lying Northerly of the right of way acquired by the State of Washington for Primary State Highway No. 8.

PARCEL NO. 5

A strip of land 40 feet in width located in Government Lot 4 of Section 11, Township 1 North, Range 5 East of the Willamette Meridian, more particularly described as follows:

Beginning at a point 190 feet North of the meander corner common to Sections 11 and 12, Township 1 North, Range 5 East of the Willamette Meridian, said point being on the Southerly line of the Spokane, Portland and Seattle Railway Company's right of way; thence South  $68^{\circ}24'$  West following the Southerly line of said right of way; 490 feet to the initial point of the tract hereby described; thence South  $43^{\circ}$  West 200 feet; thence South  $15^{\circ}31'$  East 150 feet to intersection with the meander line of the Columbia River; thence Westerly following the meander line of the Columbia River to a point 40 feet distant, measured at a right angle, from the last described course; thence Northerly along a line 40 feet distant from, and parallel to, the first two courses of the tract hereby described to intersection with the Southerly line of the aforesaid railway right of way; thence North  $68^{\circ}24'$  East to the initial point, TOGETHER WITH the tide or shorelands, if any, owned by Seller abutting said parcel.

The foregoing lands are sold hereby subject to the following:

1. Easements and rights of way for public roads lying within or over the aforesaid lands, including the right of way acquired by the State of Washington for Primary Highway No. 8.
2. An easement and a right of way for an electric power transmission line granted to the Northwestern Electric Company, a corporation.

3. A transmission line easement 100 feet in width granted to the United States of America for the Bonneville Power Administration's electric power transmission lines by deed dated September 26, 1941, and recorded October 7, 1941, at page 451 of Book 28 of Deeds, under Auditor's File No. 30927, records of Skamania County, Washington.
4. An access road easement over and across portions of Sections 1, 2, and 11, Township 1 North, Range 5 East of the Willamette Meridian, granted to the United States of America for the use of the Bonneville Power Administration by deed dated April 2, 1942, and recorded April 13, 1942, at page 45 of Book 29 of Deeds, under Auditor's File No. 31508, records of Skamania County, Washington.
5. An access road easement over and across a portion of Section 1, Township 2 North, Range 5 East of the Willamette Meridian, granted to the United States of America for the use of the Bonneville Power Administration by deed dated August 6, 1942, and recorded August 6, 1942, at page 212 of Book 29 of Deeds, under Auditor's File No. 31911, records of Skamania County, Washington.
6. Easements and rights of way for existing water pipelines and water rights including a surface water right for 0.1 cubic feet per second for water for a swimming pool and for domestic use in five dwelling houses granted to Ernest J. Swigert by the State of Washington by an instrument dated October 12, 1964, and recorded October 14, 1964, at page 77 of Book J of Miscellaneous Records, under Auditor's File No. 64060, Records of Skamania County, Washington.
7. An unrecorded quarry lease dated November 16, 1959, covering approximately 26.5 acres in the Southwest quarter of the Southwest quarter of Section 1 and in the Southeast quarter of the Southeast quarter of Section 2, Township 1 North, Range 5 East of the Willamette Meridian, wherein Leon P. Montchalin and Yvonne Montchalin, husband and wife, are Lessors and Skamania County, Washington, a municipal corporation, is Lessee; and an extension thereof dated February 24, 1965.

AND AS CONDITIONS HEREOF THE PARTIES COVENANT AND AGREE AS FOLLOWS:

1. CONSIDERATION AND PAYMENT: The purchase and sale price is the sum of SEVENTY ONE THOUSAND DOLLARS (\$71,000.00) plus additional sums for merchantable timber removed as hereinafter provided. It is understood that Purchaser has paid to Seller the sum of Ten thousand dollars (\$10,000.00) of such purchase price upon the execution of this contract, the receipt whereof Seller hereby acknowledges. The balance of such purchase price shall be due and payable in semi-annual principal installments of THIRTY EIGHT HUNDRED DOLLARS (\$3800.00), and no more except as hereinafter provided. The declining balances of the purchase price shall bear interest from the date of this contract at



the rate of five percent (5%) per annum, and such interest shall likewise be paid semi-annually. The aforesaid installments of principal and interest shall commence on ~~October 1, 1966~~ <sup>NOVEMBER 1, 1966</sup>, and shall continue on the same day of ~~April~~ <sup>MAY</sup> and ~~October~~ <sup>NOVEMBER</sup> thereafter until the entire purchase price and interest is paid in full.

2. ASSIGNMENT: Purchaser covenants that it will not assign, transfer, sell, contract to sell, encumber, or in any manner alienate its interest in this contract or the property covered hereby during the performance hereof, in whole or in part, except with the prior written consent of Seller, and except as hereinafter provided. Purchaser shall be privileged to let or lease said property or any portion thereof or to permit the use of the same by independent contractors, but any such lease or contractual arrangements shall be subject to the lien of this contract. Purchaser is privileged to enter into executory contracts with other parties for the sale of any portion of the above described property lying within Section 1, Township 1 North, Range 5 East of the Willamette Meridian, but which contracts shall be subject to the prior lien of the within contract, and Seller shall not be obligated to convey legal title by virtue of any such contracts except as hereinafter provided in item numbered "8".

3. TAXES AND INSURANCE: Seller warrants that the real property taxes levied on the property are paid through the calendar year 1965 and for all prior years, and that such taxes thereon for 1966 shall be prorated between the parties as of the date of this contract. Purchaser covenants to seasonably pay such taxes and any other governmental or municipal assessments hereafter levied on the property during the performance of this contract. Purchaser further covenants to cause the insurable buildings on the property to be continually insured against fire and extended coverage to the full insurable value of the same with a company or companies authorized to transact such insurance business in the State of Washington, with proceeds of such insurance payable to the parties as their interest shall appear. All such policies of insurance and the renewals of the same shall be in the possession of Seller. In event of any insurable loss and the payment of such insurance proceeds to Seller as aforesaid, then any sums so paid on account of such insurance shall be credited upon the unpaid balance of this contract.

4. INSPECTION AND RISK OF LOSS: Purchaser agrees that it has fully inspected the real property herein bargained to be sold and is relying on no representations or warranties except as expressed in this contract. Purchaser assumes the risk of loss or damage to said property by fire or otherwise, and agrees that the destruction of said property, in whole or in part, or that the taking of said property or any part thereof for public use, shall not constitute a failure of consideration on the part of the Seller.

5. POSSESSION, USE AND TITLE: Purchaser shall be entitled to the possession of the property upon the execution of this contract and thereafter during such times as this contract shall not be in default, except that Seller reserves the right to enter upon the premises at all reasonable times to inspect and determine that this contract is being performed and for the purpose hereinafter mentioned. Purchaser further covenants to use the premises in a lawful manner and to commit or suffer no waste thereof except as hereinafter noted. Purchaser further covenants to seasonably pay all charges incurred in

connection with its use and occupancy of the premises for improvements, repairs, utilities, or otherwise, to the end that no lien for the same shall attach to the property. If Purchaser shall fail or neglect to make any such payments for taxes, repairs, utilities, improvements, insurance, or other charges which in the opinion of Seller may attach as a lien to said premises, then Seller may, at its election, make any such payments and any sums so paid by Seller shall be repayable by Purchaser on demand, or Seller may, at its election, add the amount thereof to the unpaid balance of this contract, provided in all instances that said charges are legally owing by purchaser. RK Jell May

Seller covenants upon the complete payment and performance of this contract to execute and deliver to Purchaser a warranty deed conveying the real property as hereinabove described but otherwise free of liens or encumbrances as of the date of this contract, but Seller shall not be required to warrant against any such liens or encumbrances incurred or suffered to be incurred by Purchaser subsequent to the date of this contract. It is understood that Seller has furnished to Purchaser upon the execution of this contract a Purchaser's policy of title insurance in the amount of the purchase insuring Purchaser's equity in the property, which policy constitutes Seller's sole duty to furnish title insurance or abstract of title.

6. TIMBER AND ROCK: It is understood that a portion of the property herein is now subject to a quarry lease between Seller and Skamania County, Washington, concerning the removal of rock. The aforesaid quarry lease and all sums payable thereunder shall inure to the benefit of Purchaser after May 1, 1966, and Purchaser shall be privileged to extend or modify said lease with said County as it may choose. Purchaser shall also be privileged to otherwise sell or remove rock from any portion of the property, and all sums received by Purchaser for such rock shall be for Purchaser's account, except that for any such rock sold or otherwise removed from the property in excess of 100,000 cubic yards during any calendar year, and exclusive of said County's requirements, Seller shall be paid the sum of five cents (5¢) per cubic yard, and any such sums paid to Seller thereby will be credited to the unpaid balance of this contract. Purchaser will furnish to Seller complete records concerning the removal of such rock for purposes of verifying the sums due Seller thereon. Any such quarry lease or other contractual arrangements for the sale or removal of rock shall be deemed an incident appurtenant to the foregoing described lands, and upon any declaration of forfeiture of this contract for default as hereinafter provided, then all such rights in any such lease or other contractual arrangements shall revert to Seller.

Purchaser shall be privileged to cut and remove any merchantable timber on the aforesaid property during the performance of this contract provided that the sum of \$5.00 per 1000 board feet, net log scale, shall be paid to Seller for all such timber so cut and/or removed. Such payments shall be in addition to the purchase price and annual installments hereinabove provided, and all rights of Seller as to such timber including any payment for the removal of the same shall forever cease and terminate upon the final payment and performance of this contract. Such payments to Seller for timber cut and/or removed as aforesaid shall be made within a reasonable time after the removal of the same, and Seller shall be furnished copies of all scale certificates and sales invoices concerning the disposition of said timber.

7. RIGHTS RESERVED BY SELLER: Until the final payment and performance of this contract Seller shall be privileged to remove rock from any portion of the property herein for use by Seller in the improvement of his property presently owned ~~or hereafter acquired~~ in Skamania County, Washington, subject only to the rights of Skamania County by virtue of the aforesaid quarry lease, including any extensions of the same. Seller shall be further privileged until the final payment and performance of this contract to remove soil or dirt from any portion of the property herein lying within Section 1, Township 1 North, Range 5 East of the Willamette Meridian, for the purpose of the improvement by Seller of his property presently owned or hereafter acquired within Skamania County, Washington. The rights reserved in this paragraph shall be personal to Seller and shall not be otherwise assigned or transferred, and all such reserved rights shall cease and terminate upon the final payment and performance of this contract. *1/11/11 DM*

8. PARTIAL CONVEYANCE OF TITLE: Seller agrees upon request of Purchaser to release and convey to Purchaser prior to the final payment and performance of this contract any portion of the property herein lying within Section 1, Township 1 North, Range 5 East of the Willamette Meridian. In consideration for any such release and partial conveyance, Purchaser shall pay to Seller a sum amounting to \$200.00 per acre for any such tract to be released and conveyed lying North of the Haul Road, and the sum of \$300.00 per acre for any tract desired to be released and conveyed lying South of such road, and any such payments to Seller by virtue of this paragraph shall be in addition to the semi-annual installments hereinafter provided but which shall apply on the balance of the purchase price. Any such portions to be released and conveyed as aforesaid shall be in contiguous tracts commencing at the Easterly line of the property herein, and the Westerly lines of all such released tracts shall run in a North/South direction and shall extend from the North to the South lines of the property. The total area or acreage released pursuant to this paragraph during any calendar year shall be such that the total principal payments to Seller in such calendar year, including the annual principal installments provided above shall not aggregate more than twenty-five percent (25%) of the purchase price. Any such partial release as provided in this paragraph is also conditioned upon Seller being furnished a suitable alternate site for the removal of soil or dirt pursuant to the rights reserved in paragraph numbered "7" above.

9. PERFORMANCE AND DEFAULT: Time and exact performance in all things shall be of the essence of this contract. In event of default by Purchaser in the payment of the several sums herein provided, or in event of failure or neglect of the Purchaser to perform the several terms and conditions of this contract, and any such default having continued for a period of thirty (30) days after notice of the same shall be served or delivered to Purchaser as provided below, then Seller may declare Purchaser's interest hereunder forfeited and may repossess the property retaining any sums theretofore paid as liquidated damages for such failure to perform and for the use and occupancy of the premises. Seller may, in the alternative, bring action on any intermediate overdue installments or upon any payments made by Seller and repayable by Purchaser, and the institution of any such action shall not constitute an election of remedy as to any subsequent default. The waiver by Seller of any breach of this contract shall not be construed as a waiver of said covenant or of any future breach of any term of this contract.



In event either party shall prevail in a legal or equitable action to enforce any rights under this contract, or for the forfeiture of the same, then the prevailing party in any such suit or action shall be paid, in addition to any other relief, a reasonable sum as attorney fees in any such proceeding. It is agreed that any notice required by this contract or as may be otherwise required by law concerning the enforcement or forfeiture of this contract may be made by registered or certified United States mail addressed to Seller at Route 2, Box 378, Washougal, Washington, and to Purchaser at 1123 S. W. Yamhill, Portland, Oregon, or to such other address as either party shall hereafter designate to the other in writing.

10. PERSONAL GUARANTY: The undersigned Milton O. Brown, Donald E. Kettleberg and R. J. Kittleson, in consideration of the execution of the within contract, do hereby jointly and severally unconditionally guarantee the payment and performance of the foregoing real estate contract according to its terms and conditions. The foregoing constitutes a guaranty of payment, and said parties waive notice of any default by said Purchaser or of any amendment or modification of the terms of said contract, and do further hereby consent to any extension of time or other indulgence to said Purchaser, and said parties agree that any such indulgence, modification, amendment, extension of time or otherwise shall not affect the unconditional nature of the within guaranty. Any notice to said corporation as provided in the foregoing paragraph shall be deemed full and complete notice to any party named in this paragraph.

IN WITNESS WHEREOF, the parties have executed this instrument this 6 day of May, 1966.

PRINDLE MOUNTAIN QUARRY CORP., INC.  
By R. J. Kittleson  
R. J. Kittleson, President  
By Donald E. Kettleberg  
Donald E. Kettleberg, Secretary-Treasurer  
Leon P. Montchalin  
Leon P. Montchalin  
Yvonne Montchalin  
Yvonne Montchalin  
Milton O. Brown  
Milton O. Brown  
Donald E. Kettleberg  
Donald E. Kettleberg  
R. J. Kittleson  
R. J. Kittleson

SELLERS

GUARANTORS

TRANSACTION EXCISE TAX

MAY 18 1966

Amount Paid 71.20

STATE OF WASHINGTON

Skamania County Treasurer

By SS

COUNTY OF CLARK

On this day personally appeared before me LEON P. MONTCHALIN and YVONNE MONTCHALIN, to me known to be the individuals described in

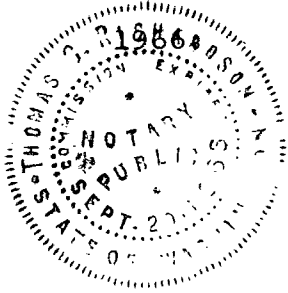


## Real Estate Contract

Page 9

and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 16<sup>th</sup> day of May,

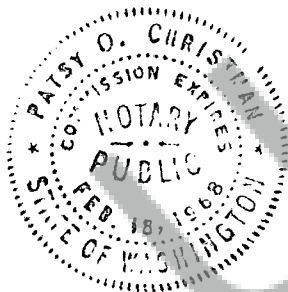


Thomas C. Richardson  
Notary Public in and for the State  
of Washington;  
Residing at Camas, therein.

STATE OF Washington )  
COUNTY OF Clark ) ss

On this 13<sup>th</sup> day of May, 1966, before me personally appeared R. J. KITTLESON and DONALD E. KETTLEBERG, to me known to be the President and Secretary of the Corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

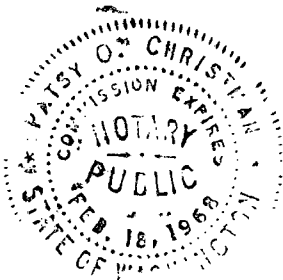


Patsy O. Christman  
Notary Public in and for the State  
of Washington  
Residing at Vancouver, Washington  
My Commission expires: Feb 18, 1968

STATE OF Washington )  
COUNTY OF Clark ) ss

On this day personally appeared before me MILTON O. BROWN, DONALD E. KETTLEBERG and R. J. KITTLESON, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 13<sup>th</sup> day of May, 1966.



Patsy O. Christman  
Notary Public in and for the State  
of Washington  
Residing at Vancouver, Wash  
My Commission expires: Feb 18, 1968