## AGREEMENT FOR THE SALE OF REAL PROPERTY

THIS AGREEMENT, Made and entered into this 6th day of September,

1966, by and between ALBERT AALVIK and LUCILLE AALVIK, husband and wife, hereinafter called the "Sellers", and CROWN ZELLERBACH CORPORATION, a Nevada corporation,
hereinafter called the "Purchaser";

In consideration of the payments to be made hereunder and the agreements of the parties hereto and the performance thereof, it is hereby agreed as follows:

1. Sellers agree to sell and convey to the Purchaser, and the Purchaser agrees to purchase from the Sellers subject to the terms hereof, the following described property with the tenements, hereditaments and appurtenances thereto, situated in the County of Skamania, State of Washington, to-wit:

The Southeast Quarter (SE%) of Section 11 and the Northeast Quarter (NE%) of Section 14, Township 3 North, Range 7 East of the W.M.

Reserving, however, to the Sellers, their heirs and successors in interest, but not assigns, the toll free right to use the existing roads on said premises and the free right to store and protect equipment on a four acre site adjacent to the road near the center of said SEZ of Section 11, said rights to be for only ten (10) years following the above date of this contract, with the right to renew for an additional consecutive five (5) year period.

Sellers and Purchaser agree that the total consideration to be paid for the above described property by Purchaser is the sum of \$25,000.00, of which sum \$10.00 has previously been paid by the Purchaser, and the balance of the purchase price shall be paid in yearly installments as follows:

January 10, 1967 - - - - - \$5,000.00 January 10, 1968 - - - - - \$5,000.00 January 10, 1969 - - - - - \$5,000.00 January 10, 1970 - - - - - \$5,000.00 January 10, 1971 - - - - \$4,990.00

All such deferred payments shall carry interest at the rate of  $4\frac{1}{2}\%$  per annum, from the above date of this contract, accumulated interest to be paid at the same time as the above installments and in addition thereto. The purchaser

may not prepay any of said installments, but at anytime after payment of the January 10, 1968 payment the Sellers may by fifteen (15) days written notice to Purchaser require acceleration of payment of all or any amount of the balance due.

- 2. Upon the execution and delivery of this Agreement, Purchaser shall have possession of said lands and shall continue in such possession while Purchaser is not in default under the terms of this Agreement, and may carry on timber harvesting and management practices on the same.
- 3. Sellers agree that upon the full payment of the purchase price provided for herein, Sellers will execute and deliver to the Purchaser a good and sufficient Warranty Deed to the above described premises, conveying to the Purchaser fee simple title to the above described real property free and clear of all liens and encumbrances, except liens and encumbrances which may have accrued or attached to said premises by and through the acts or omissions of the Purchaser or its successors and assigns. Sellers also agree to pay the Real Estate Sales Excise tax on the transaction and to affix to such deed and cancel United States Internal Revenue Stamps and Washington State Documentary Stamps in the amounts required under Federal and State Laws.
- 4. It is understood that 1966 property taxes and forest fees in the amounts of \$105.39 and \$28.80 have been paid by Sellers and will be prorated as of July 1, 1966.
- 5. It is agreed that time is of the essence of this Agreement. In case the Purchaser shall fail to make payment of the balance of said purchase price promptly at the time the same become due as hereinbefore specified, or promptly to perform any covenant or agreement aforesaid, the Sellers may elect to declare forfeiture and cancellation of this Agreement and upon such election being made all rights of the Purchaser hereunder shall cease and determine and any payments theretofore made hereunder by the Purchaser may be retained by the Sellers as liquidated damages for all damages sustained by reason of such failure. Service of all demands, and/or notices with respect to such declaration of forfeiture or cancellation shall be made by registered mail directed to the Purchaser at 1100 Public Service Building, Portland, Oregon, or at such other address as the Purchaser shall indicate in writing to the Sellers. Or, the Sellers may elect to

bring action, or actions, on any overdue installment of principal or any payment or payments made by the Sellers and repayable by the Purchaser, it being stipulated that the covenant to pay overdue installment or to pay items repayable by the Purchaser are independent of the covenant to make a deed and that every such action is an action arising on agreement for the recovery of money only as if the promise to pay had been expressed in a different instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default, and no waiver by the Sellers of any default on the part of the Purchaser shall be construed as a waiver of any subsequent default.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CROWN ZELLERBACH CORPORATION

STATE OF WASHINGTON ) County of Skamania )

On this day personally appeared before me ALBERT AALVIK and LUCILLE AALVIK, husband and wife, who are to me known to be the individuals described in and who executed the within and foregoing Agreement and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

> studer my hand and official seal/this 6th

day of September

Notary Public in and for the State of Washington,

residing at: Stevenson therein.

My Commission expires: 9/21/69

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STATE OF CALIFORNIA ) ) ss
City and County of San Francisco )
On this 26th day of Systember, 1966, before me appeared
O. D. HALLIN and THOMAS M. MEYERSIECK both to me personally
known, who being duly sworn, did say that he, the said 0. D. HALLIN
is the VICE PRESIDENT , and he the said THOMAS M. MEYERSIECK
is the ASSISTANT SECRETARY of CROWN ZELLERBACH CORPORATION, the within named
corporation, and that the seal affixed to said instrument is the corporate seal of
said corporation and that the said instrument was signed and sealed in behalf of said
corporation by authority of its Board of Directors, and the said
O. D. HALLIN and THOMAS M. MEYERSIECK acknowledged said
instrument to be the free act and deed of said corporation.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal, this the day and year in this, my certificate, first written.
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AUDREY C. HOLL  Notary Public in and for the  City and county of San Francisco,  San Francisco  Notary Public in and for the  City and county of San Francisco,  State of California.
AUDREY C. HOLL NOTARY PUBLIC in and for the City & County in of San Francisco, State of California My Commission Expires August 12, 1970

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