

AGREEMENT FOR THE SALE OF REAL PROPERTY

THIS AGREEMENT, Made and entered into as of this 1st day of September, 1967, by and between LEONARD T. FOSTER and RUBY J. FOSTER, 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 following described parcels of land situated in Skamania County, Washington, to-wit:

PARCEL 1

The Northeast Quarter (NE $\frac{1}{4}$) and the North Half of the Southeast Quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$) of Section 35, Township 4 North, Range 7 East of the Willamette Meridian, EXCEPT that portion thereof described as follows:

Beginning at an 8" diameter Douglas fir tree, set as a witness to the corner of Sections 25, 26, 35 and 36, Township 4 North, Range 7 East, W.M., Skamania County, Washington by Mart C. Perkins, Licensed Land Surveyor, in 1957, said tree being 262.0 feet south of said corner; thence southerly along the section line common to said Sections 35 and 36 a distance of 988.0 feet to a 3/8" x 3/4" metal rod extending 12" above the ground which is the true point of beginning of this description; thence West 1,320.0 feet, more or less, to a 1 1/4" steel axle extending 6" above the ground; thence South a distance of 960.0 feet to a 1 1/4" steel rod extending 6" above the ground; thence East a distance of 1,320.0 feet, more or less, to a point on aforesaid section line which is marked with a 3/8" x 3/4" rod extending 12" above the ground; thence Northerly along said section line a distance of 960.0 feet to the true point of beginning, and containing 29.1 acres, more or less, said parcel of land herein conveyed containing 210.9 acres, more or less.



PARCEL 2

The South Half of the Southeast Quarter ($S\frac{1}{2}SE\frac{1}{4}$) of Section 26, Township 4 North, Range 7 East of the Willamette Meridian, EXCEPT that portion thereof described as follows:

Beginning at the $\frac{1}{4}$ corner common to Sections 26 and 35, Township 4 North, Range 7 East, W.M., Skamania County, Washington; thence along north-south centerline of said Section 26, North $01^{\circ}38'30''$ East 830.00 feet to a point marked by $1\frac{1}{2}''$ diameter steel rod, said point being the true point of beginning of this description; thence from said true point of beginning, East 1100.00 feet to an $1\frac{1}{2}''$ diameter iron pipe; thence North 165.00 feet to a point marked by a $1\frac{1}{2}''$ diameter iron pipe on line; thence continuing North to a point on the East-West centerline of the Southeast Quarter of Section 26; thence Westerly along said centerline to a point on the East boundary line of the Norman F. Erken et ux tract described in a deed Number 67462 recorded in Volume 56 at Page 247, Skamania County Deed Records; thence South along said boundary line to a point in the thread of a stream known as Trout Creek; thence in a Westerly direction, following said thread of Trout Creek to its intersection with the North-South centerline of said Section 26; thence South $01^{\circ}38'30''$ West 139.7 feet along said centerline to an $1-1/8''$ diameter steel rod on line; thence continuing South $1^{\circ}38'30''$ West 275.00 feet to the true point of beginning, and containing 8.8 acres, more or less.

ALSO EXCEPTING that portion of the above described PARCEL 2 lying and being Northerly of the center of the channel of Trout Creek together with that portion thereof lying and being Northeasterly of the center of the channel of Wind River, and containing 11.8 acres, more or less, said parcel of land herein conveyed containing 59.4 acres, more or less.

Together with a permanent assignable easement on an existing road, known as the "Foster Road", extending over and across the Southeast Quarter of the Southwest Quarter ($SE\frac{1}{4}SW\frac{1}{4}$) of Section 26, and the Northeast Quarter of the Northwest Quarter ($NE\frac{1}{4}NW\frac{1}{4}$) of Section 35, for the purpose of insuring ingress and egress to the above described parcels of land herein conveyed, all situated in Township 4 North, Range 7 East, W.M., Skamania County, Washington.

SUBJECT, however, to easements of record and public roads on said property.

RESERVING, however, unto the Grantors, and their heirs, successors and assigns the following:

- (1) A permanent assignable easement for water line in place crossing the North Half of the Southeast Quarter ($N\frac{1}{2}SE\frac{1}{4}$) and Southeast Quarter of the Northeast Quarter ($SE\frac{1}{4}NE\frac{1}{4}$) of Section 35, Township 4 North, Range 7 East, W.M.

- (2) A permanent thirty (30) foot easement on existing road crossing the North Half of the Northeast Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$) of Section 35, Township 4 North, Range 7 East, W.M., together with the right to lock a gate thereon providing gate does not interfere with Grantee's use of the road.

Sellers and Purchaser agree that the total consideration to be paid for the above described property by Purchaser is the sum of \$81,090.00, of which sum \$20,000.00 has previously been paid by the Purchaser, and the balance of the purchase price, to wit \$61,090.00, shall be paid in yearly installments of \$10,000.00 per year, including interest, each years payment to be made on or before the 10th of January of each succeeding year, until the principal balance including interest shall have been paid in full. It is understood that the last payment will be in an undetermined amount.

All such deferred payments shall carry interest at the rate of 5 $\frac{1}{2}$ % per annum from July 1, 1967. The purchaser may not prepay any of said installments.

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 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 1967 property taxes and forest fees in the amounts of \$197.94 and \$31.66 have been paid by Sellers and will be prorated as of September 1, 1967.

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.

Leonard T. Foster
LEONARD T. FOSTER

Ruby J. Foster
RUBY J. FOSTER

STATE OF ~~WASHINGTON~~ OREGON)
MULTNOMAH)
County of ~~Skamania~~)

On this day personally appeared before me LEONARD T. FOSTER and RUBY J. FOSTER, 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.

Given under my hand and official seal this 1ST day of SEPTEMBER, 1967.



Leys H. McCarter
Notary Public in and for the
State of Washington
Residing at: Portland, Ore
My Commission expires: May 29 '69

CROWN ZELLERBACH CORPORATION
By O. D. Hallin
SENIOR VICE-PRESIDENT
Attest Francis M. Barnes
ASSISTANT SECRETARY

STATE OF CALIFORNIA)
City and County of San Francisco)

On this 20th day of September, 1967, before
me appeared O. D. HALLIN and FRANCIS M. BARNES
both to me personally known, who being duly sworn, did say that he,
the said O. D. HALLIN is the SENIOR VICE PRESIDENT and he,
the said FRANCIS M. BARNES 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 G. D. HALLIN and FRANCIS M. BARNES 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.



Geraldine D. Cohen
Notary Public in and for the
City and County of San Francisco,
State of California.

My Commission expires: *February 1, 1969*

5649
TRANSACTION EXCISE TAX

SEP 28 1967

Amount Paid *\$100.00*
W. Michael D. O'Connell
Skamania County Treasurer
By *F. L. O'Connell*
Deputy



FIFTH: I intentionally make no provision for any other children hereafter born to or adopted by me or for any other issue of mine.

SIXTH: Any person who shall die at the same time as I or in a common disaster with me or under such circumstances that it is impossible to determine which died first shall be deemed not to have survived me.

SEVENTH: I nominate, constitute and appoint my son HARLOW R. HULBURT to be the Executor of this Will, to serve without bond, and if he shall predecease me or be unable to serve, then I nominate, constitute and appoint my nephew KEITH WILLIAM BURLINGAME, to be Executor of this Will in his stead.

EIGHTH: Any person named herein to act as Executor or other representative capacity hereunder shall have full power and authority to continue and to operate for such period as such person may deem advisable, and at the sole risk of my estate, to discontinue and wind up, any business, partnership or other contract or transaction which shall come under his control, to borrow money with or without security, to compromise, settle or waive any claim or claims due to or by the estate, and to sell, assign, transfer, convey, lease or mortgage any real, personal or mixed property belonging to the trust or estate on such terms and for such consideration as such person shall deem proper; and I direct that such person shall exercise such powers without petition to or order of court, without issuance of notice or citation or publication of notice of sale and without making a report or return to the court or obtaining an order or confirmation of court of any such sale or other transaction.

Dated this 6th day of January, 1966.

/s/ Jessie M. Hulburt

Jessie M. Hulburt

LAST WILL AND TESTAMENT

of Oregon
County of Multnomah }

OF:

JESSIE M. HULBURT

I hereby certify that I prepared the foregoing copy and have
carefully compared the same with the original thereof, and that it is a correct
copy thereof and of the whole thereof. Dated 9/28/1967

Attorney for Executor

I, JESSIE M. HULBURT, of Portland, Oregon, do hereby declare this to be my Last Will and Testament, hereby revoking all former wills and codicils by me heretofore made.

FIRST: I give to my niece, DOLORES IRENE CHEYNOWETH of Spokane, Washington, if she survives me, all of my kitchen appliances, equipment and utensils, my typewriter and the Holmes & Edwards Silver set.

SECOND: I give to my nephew KEITH WILLIAM BURLINGAME, of Portland, Oregon, if he survives me, the sum of Three Hundred (\$300.00) Dollars.

THIRD: I give to my sister UARDA R. MURPHY, if she survives me, the following items:

A Duncan Fyfe mahogany dining room set
A Governor Winthrop desk
2 walnut bedroom sets
A singer sewing machine
A mahogany coffee table
4 matching mahogany end tables (3)
A mahogany drum top table
Four all wool rugs (8x10, 9x12, 9x15 & 12x16)
A Simmons brown hide-a-bed
A pair of green satin chairs
A gold upholstered arm chair
A mahogany Duncan Fyfe Dinette set
A Packard Bell combination television,
radio and record players

or such of them as I shall own at my death.

FOURTH: All of the rest, residue and remainder of my estate including any of the above bequests which shall fail I give, bequeath and devise to my son HARLOW R. HULBURT, or to his issue by representation.