

SE 18609
120224

REAL ESTATE CONTRACT

1. PARTIES AND DATE: This Contract is entered into on May 9th, 1994, by and between KENNETH W. PETERSON and ELSIE M. PETERSON, husband and wife, DARYL PETERSON, and DENNIS PETERSON and CATHERINE V. PETERSON, husband and wife, as "Sellers", and SKAMANIA COUNTY, a Municipal Corporation of the State of Washington, as "Purchaser".

2. SALE AND LEGAL DESCRIPTION: Sellers agree to sell to Purchaser and Purchaser agrees to purchase from Sellers, which purchase is for industrial development by Purchaser in the form of an industrial park, the following described real property in Skamania County, Washington, to-wit:

A portion of Lot 2, all of Lot 3, and a portion of Lot 4 of the Longview Fibre Co. Short Plat recorded in Book 3 of Short Plats, Page 48, Skamania County records, as more particularly described on Exhibits A, B and C, respectively, which are attached hereto and by this reference incorporated herein.

TOGETHER WITH an easement for drainage ditch purposes, along with the right to maintain said drainage ditch system, 20 ft. in width, the description of which is more particularly described on Exhibits D and E, which are attached hereto and by this reference incorporated herein.

TOGETHER WITH that portion of Lot 2, consisting of 0.90 acres, which is specifically described on Exhibit F, attached hereto and by this reference incorporated herein. SUBJECT, HOWEVER, to that certain "Lease With Option to Purchase" which Skamania County, hereby agrees to assume and which the Sellers hereby agree to first cause to be amended to allow the County to substitute for the 0.90 acre tract described on Exhibit F, the 0.90 acre tract described on Exhibit G, which is attached hereto and by this reference incorporated herein, along with a well on said substituted tract of equal or greater capacity than the well that now exists on the tract described on Exhibit F, together with site improvements comparable to those existing on the site described on said Exhibit F, said substitution to be at the option of Skamania County. Sellers shall then assign the amended lease to Purchaser. It is further agreed that Exhibit G will consist of 0.90 acres of property owned by Skamania County that is adjacent to the optionholder's, Aphis Ready Mix, existing property and that the legal description for said Exhibit G may be attached to this agreement subsequent to date of closing.

3. SUBDIVISION REQUIREMENTS: Sellers agree to cause the property which is the subject matter of this sale to be platted in

FILED FOR RECORD
SKAMANIA CO. WASH
BY SKAMANIA COUNTY
AUG 9 9 55 AM '94
P. Johnson
AUDITOR
GARY M. OLSON

Registered ☒
Indexed ☒
Abstracted ☒
Filed ☒
Mailed ☒

16817
REAL ESTATE EXCISE TAX
AUG 9 1994
PAID 3688.77
SKAMANIA COUNTY TREASURER

Glenda J. Kimmel, Skamania County Assessor
By: Mark J. Magoshi, Planner
This action is in compliance with County subdivision ordinances.
Skamania County, WA

accordance with the ordinances and laws of Skamania County and the State of Washington prior to the closing date herein and that that portion of the property conveyed to Purchaser will be one (1) legal lot within said subdivision.

4. **PURCHASE PRICE:** Purchaser agrees to pay to Sellers a total purchase price of THREE HUNDRED THREE THOUSAND, NINE HUNDRED FIFTY-TWO and no/100 DOLLARS (\$303,952.00), payable as follows:

- a) \$100,000.00 on the date of the execution of this contract;
- b) \$158,952.00 on date of closing; and
- c) \$45,000.00 within ninety (90) days from the date of closing at such time as it is certified that the compaction of the pit has been completed along with the removal of all materials and equipment owned by Sellers and now on the subject property. This period shall not exceed ninety (90) days and payment may be made at any time within said 90-day period if certification is completed.

5. **FULFILLMENT DEED:** Sellers shall, on full compliance by Purchaser of its covenants herein, execute and deliver to Purchaser a Statutory Warranty Deed in Fulfillment of Contract. The covenants of warranty in said deed shall not apply to any encumbrances assumed by Purchaser, if any, or to defects in title arising subsequent to the date of this Contract by, through or under persons other than the Sellers herein.

6. **POSSESSION:** Purchaser shall be entitled to possession of the property on date of closing; i.e. August 9th, 1994.

7. **TAXES, ASSESSMENTS AND UTILITY LIENS:** Purchaser agrees to pay by the date due, all taxes and assessments becoming a lien against the property after the date of this Contract. Purchaser may, in good faith, contest any such taxes or assessments so long as no forfeiture or sale of the property is threatened as the result of such contest. Purchaser agrees to pay when due any utility charges which may become liens superior to Sellers' interest under this Contract.

8. **WASTE:** Purchaser shall keep the property in good repair and shall not commit or suffer waste or willful damage to or destruction of the property.

9. **TITLE INSURANCE:** Sellers shall furnish a standard form purchaser's policy issued by The Skamania County Title Insurance Company when Purchaser has paid the purchase price in full. Such policy shall insure the title to property in the face amount of the purchase price, free from encumbrances except any which are assumed by Purchaser, or as to which the conveyance hereunder is to be subject.

10. **TIME FOR PERFORMANCE:** Time is of the essence in the performance of any obligations pursuant to this Contract.

11. **SUCCESSORS AND ASSIGNS:** Subject to any restrictions against assignment, the provisions of this Contract shall be

binding on the heirs, successors and assigns of the Sellers and the Purchaser.

12. BREACH OF CONDITIONS: All of the provisions of this contract are dependent on each being completed as agreed and each condition of this contract is a material agreement so that in the event any of the conditions of this contractual agreement are not fulfilled the breach of that condition shall be deemed material and this agreement shall terminate and the parties reinstated to their status quo at the time the contract was signed.

13. CLOSING: This transaction shall be closed, in escrow, in the office of the Skamania County Title Company, and shall be completed in the following manner: (1) Amended Lease With Option to Purchase as set out in paragraph 2 hereinabove; (2) the execution of Deed in Fulfillment of Real Estate Contract from Sellers to Purchaser for the property covered by this contract; and (3) drainage easement deeds covering the 5' and 15' easements depicted on the attached Exhibit C and more particularly described on Exhibits D and E. All of said documents are to be recorded in the following sequence:

- 1) Amended Lease With Option to Purchase
- 2) Warranty Deed in Fulfillment of Real Estate Contract
- 3) Drainage Easement for 5' easement
- 4) Drainage Easement for 15' easement

IN WITNESS WHEREOF the parties have signed and sealed this Contract the day and year first above written.

SELLERS:

Kenneth W. Peterson
KENNETH W. PETERSON

Elsie M. Peterson
ELSIE M. PETERSON

DARYL PETERSON


DENNIS PETERSON

Catherine V. Peterson
CATHERINE V. PETERSON

PURCHASER:

Wear House
Chairman, Board of Commissioners

[Signature]
Commissioner

Commissioner

STATE OF WASHINGTON)
) ss.
County of Skamania)

I certify that I know or have satisfactory evidence that
KENNETH W. PETERSON, ELSIE M. PETERSON, DARYL PETERSON, DENNIS

PETERSON and CATHERINE V. PETERSON, each personally appeared before me and signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned herein.

Dated: May 9, 1994.

PEGGY B. LOWRY
STATE OF WASHINGTON
NOTARY --- PUBLIC
My Commission Expires 2-23-95

Peggy B. Lowry
Peggy B. Lowry
NOTARY PUBLIC in and for the State of
Washington, residing at Stevenson Carson
My appointment expires 2/23/95

STATE OF WASHINGTON)
County of Skamania) ss.

I certify that I know or have satisfactory evidence that Dean Evans and Melissa Carlson-Price are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stating that they were authorized to execute the instrument and acknowledged it as the Board of Commissioners for Skamania County, State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned herein.

Dated: May 9, 1994.

PEGGY B. LOWRY
STATE OF WASHINGTON
NOTARY --- PUBLIC
My Commission Expires 2-23-95

Peggy B. Lowry
Peggy B. Lowry
NOTARY PUBLIC in and for the State of
Washington, residing at Stevenson Carson
My appointment expires 2/23/95

EXHIBIT A

April 20, 1994

LEGAL DESCRIPTION FOR
K.W. PETERSON
(Lot 3 and portion of Lot 2)

A parcel of land in Section 19, Township 2 North, Range 7 East, Willamette Meridian, Skamania County, Washington described as follows:

LOT 3 of the Longview Fibre Co. Short Plat;

ALSO Lot 2 of the Longview Fibre Co. Short Plat;

EXCEPT for the following described parcel:

Beginning at the southwest corner of said Lot 2;

Thence North $20^{\circ} 49' 27''$ West along the west line of said Lot 2 a distance of 89.17 feet;

Thence North $66^{\circ} 12' 18''$ East along the north line of said Lot 2 a distance of 261.04 feet;

Thence North $0^{\circ} 01' 01''$ East along the west line of said Lot 2 a distance of 102.28 feet;

Thence North $18^{\circ} 08' 18''$ West along the west line of said Lot 2 a distance of 131.77 feet;

Thence North $66^{\circ} 12' 18''$ East along the north line of said Lot 2 a distance of 133.78 feet;

Thence North $61^{\circ} 21' 44''$ East along the north line of said Lot 2 a distance of 105.00 feet;

Thence South $29^{\circ} 53' 16''$ East a distance of 208.00 feet;

Thence South $59^{\circ} 04' 26''$ West a distance of 127.00 feet;

Thence North $79^{\circ} 43' 40''$ West a distance of 110.00 feet;

Thence South $0^{\circ} 01' 01''$ West a distance of 335.84 feet to the south line of said LOT 2;

Thence North $81^{\circ} 11' 45''$ West along the south line of said Lot 2 a distance of 270.28 feet to the point of beginning.

BOOK 145 PAGE 38

April 20, 1994

LEGAL DESCRIPTION
FOR
K.W. PETERSON
(Portion of Lot 4)

A parcel of land located in Section 19, Township 2 North,
Range 7 East, Willamette Meridian, Skamania County, Washington
described as follows:

Lot 4 of the Longview Fibre Co. Short Plat;

EXCEPT for the following described tract:

Beginning at the southwest corner of said Lot 4;

Thence North $9^{\circ} 32' 42''$ East along the west line of said Lot
4 a distance of 241.49 feet;

Thence South $81^{\circ} 11' 45''$ East a distance of 262.49 feet to a
point 100.00 feet west of the east line of said Lot 4;

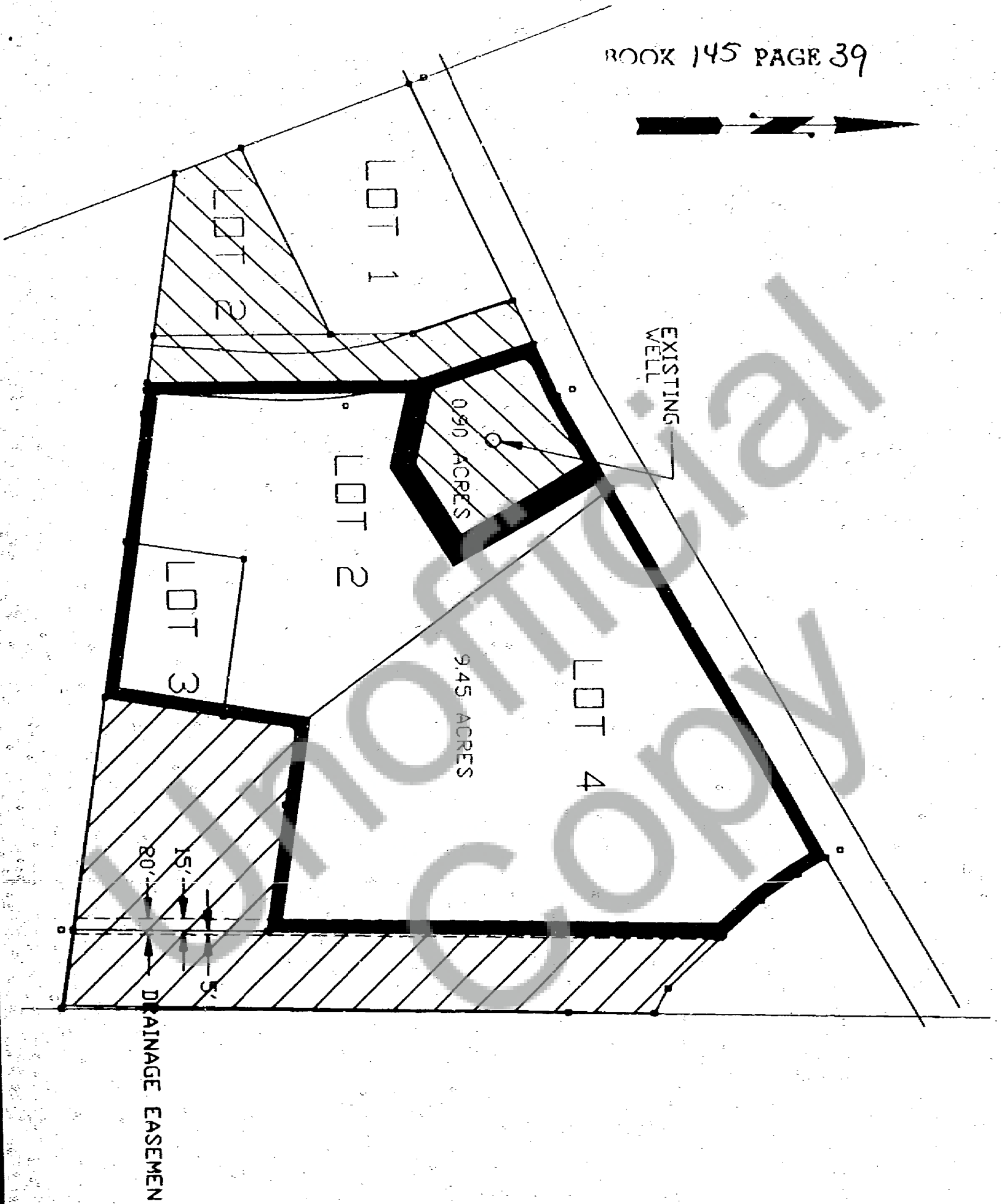
Thence North $0^{\circ} 55' 14''$ East a distance of 565.74 feet more or
less to a point on the northerly line of said Lot 4;

Thence southeasterly along said northerly line to the East
line of said Lot 4;

Thence South $0^{\circ} 55' 15''$ West a distance of 737.42 feet to the
southeast corner of said Lot 4;

Thence North $81^{\circ} 11' 45''$ West a distance of 400.00 feet to the
point of beginning.

BOOK 145 PAGE 39



APR-20-94 WED 10:29 MINISTER & GLAESER INC P.03

BOOK 145 PAGE 40

April 20, 1994

LEGAL DESCRIPTION FOR
5.00 foot wide drainage easement

An easement located in Section 19, Township 2 North, Range 7 East, Willamette Meridian, Skamania County, Washington described as follows:

Said easement being 5.00 feet wide the west line being described as follows:

Beginning at the southeast corner of Lot 4 of the Longview Fibre Co. Short Plat;

Thence North $81^{\circ} 11' 45''$ West along the south line of said Lot 4 a distance of 100.95 to a point 100.00 feet west of the east line of said Lot 4;

Thence North $0^{\circ} 55' 15''$ East, parallel to the east line of said Lot 4, to the north line of said Lot 4 said point being the terminus of said easement.

EXHIBIT E

BOOK 145 PAGE 41

April 20, 1994

LEGAL DESCRIPTION FOR
15.00 foot wide drainage easement

An easement located in Section 19, Township 2 North, Range 7 East, Willamette Meridian, Skamania County, Washington described as follows:

Said easement being 15.00 feet wide the east line being described as follows:

Beginning at the southeast corner of Lot 4 of the Longview Fibre Co. Short Plat;

Thence North $81^{\circ} 11' 45''$ West along the south line of said Lot 4 a distance of 100.95 to a point 100.00 feet west of the east line of said Lot 4;

Thence North $0^{\circ} 55' 15''$ East, parallel to the east line of said Lot 4, to the north line of said Lot 4 said point being the terminus of said easement.

BOOK 145 PAGE 42

EXHIBIT "F"

June 9, 1994

LEGAL DESCRIPTION FOR
K.W. PETERSON

A parcel of land in Section 19, Township 2 North, Range 7 East, Willamette Meridian, Skamania County, Washington described as follows:

Beginning at the southwest corner of Lot 2 of the Longview Fibre Short Plat;

Thence North $20^{\circ} 49' 27''$ West along the west line of said Lot 2 a distance of 89.17 feet;

Thence North $66^{\circ} 12' 18''$ East along the north line of said Lot 2 a distance of 261.04 feet;

Thence North $0^{\circ} 01' 01''$ East along the west line of said Lot 2 a distance of 102.28 feet;

Thence North $18^{\circ} 08' 18''$ West along the west line of said Lot 2 a distance of 131.77 feet;

Thence North $66^{\circ} 12' 18''$ East along the north line of said Lot 2 a distance of 60.30 feet to the TRUE POINT OF BEGINNING.

Thence North $66^{\circ} 12' 18''$ East along the north line of said Lot 2 a distance of 73.48 feet;

Thence North $61^{\circ} 21' 44''$ East along the north line of said Lot 2 a distance of 105.00 feet;

Thence South $29^{\circ} 53' 16''$ East a distance of 208.00 feet;

Thence South $59^{\circ} 04' 26''$ West a distance of 127.00 feet;

Thence North $79^{\circ} 43' 40''$ West a distance of 110.00 feet;

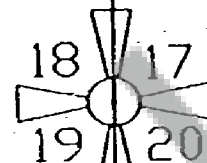
Thence North $00^{\circ} 01' 01''$ East a distance of 6.04 feet;

Thence North $18^{\circ} 08' 18''$ West a distance of 147.30 feet to the TRUE POINT OF BEGINNING.

Containing 39.555 square feet more or less.

" EXHIBIT G " BOOK 145 PAGE 43

SECTION 19 T2N, R7E, W.M.



WEST LINE HAMILTON D.L.C.



PERPETUAL EASEMENT TO CI
FOR WATERLINE

APPROX ROAD LOCATION

EXISTING WELL

1.64 ACRES
EXCHANGE PARCEL

0.90 ACRES

LOT 4

9.45 ACRES

LOT 1

LOT 2

LOT 2

LOT 3

6-3-
DRAINAGE EASEMENT

PETERSON INDUSTRIAL PROPERTY

A portion of land located in the East One-Half of Section 19, Township 2 North, Range 7 E., Willamette Meridian, Skamania County, Washington, more particularly described as follows:

Beginning at a point where the Northwest Pipeline's southerly boundary line and the center line of the right-of-way of the Hamilton Creek Road intersect; thence westerly approximately 343 feet; thence northerly approximately 205 feet; thence easterly approximately 358 feet; thence southerly approximately 205 feet to the point of beginning, said dimensions enclosing a parcel of 1.64 acres.

ADDENDUM TO REAL ESTATE CONTRACT

This addendum to that certain Real Estate Contract dated May 9, 1994, to buy and sell real estate, entered into between KENETH W. PETERSON and ELSIE M. PETERSON, husband and wife, DARYL PETERSON, and DENNIS PETERSON and CATHERINE V. PETERSON, husband and wife, as "Sellers", and SKAMANIA COUNTY, a Municipal Corporation of the State of Washington, as "Purchaser", WITNESSETH:

The parties listed above, together with FERN PRAIRIE LAND COMPANY d/b/a APHIS READY MIX ("Lessee"), mutually agree that notwithstanding any provision of the above referenced contract to the contrary, the provisions of paragraphs 2 and 4 of that agreement are hereby amended to provide as follows:

2. SALE AND LEGAL DESCRIPTION: Sellers agree to sell to Purchaser and Purchaser agrees to purchase from Sellers, which purchase is for industrial development by Purchaser in the form of an industrial park, the following described real property in Skamania County, Washington, to-wit:

A portion of Lot 2, all of Lot 3, and a portion of Lot 4 of the Longview Fibre Co. Short Plat recorded in Book 3 of Short Plats, Page 48, Skamania County records, as more particularly described on Exhibits A, B and C, respectively, which are attached hereto and by this reference incorporated herein.

TOGETHER WITH an easement for drainage ditch purposes, along with the right to maintain said drainage ditch system, 20 ft. in width, the description of which is more particularly described on Exhibits D and E, which are attached hereto and by this reference incorporated herein.

TOGETHER WITH that portion of Lot 2, consisting of 0.90 acres, which is specifically described on Exhibit F, attached hereto and by this reference incorporated herein. SUBJECT, HOWEVER, to that certain September 25, 1991 "Lease With Option to Purchase" entered into between the Seller and Lessee, which

Transaction in compliance with County sub-division ordinances.
Skamania County, WA - By: *Mark J. Hagashi, Recorder*

Glenda J. Kimmel, Skamania County Assessor
By: *Ja* Parcel # 2-7-19-0901
0902
0903

the Seller and Lessee, upon mutual consideration, hereby agree to amend and modify to allow the County to substitute for the 0.90 acre tract described on Exhibit F, a 1.64 acre tract described on Exhibit G, attached hereto and by this reference incorporated herein. It is further agreed that Exhibit G consists of a 1.64 acre tract owned by Skamania County that is adjacent to the Lessee's existing property and that the legal description for said Exhibit G may be attached to this agreement subsequent to date of closing.

4. PURCHASE PRICE: Purchaser agrees to pay to Sellers a total purchase price of TWO HUNDRED EIGHTY-EIGHT THOUSAND, TWO HUNDRED TWO, and no/100 DOLLARS (\$288,202.00), payable as follows:

- a) \$100,000.00 on the date of the execution of this contract;
- b) \$143,202.00 on date of closing; and
- c) \$45,000.00 within ninety (90) days from the date of closing, at such time as it is certified that the compaction of the pit has been completed along with the removal of all materials and equipment owned by Sellers and now on the subject property. This period shall not exceed ninety (90) days and payment may be made at any time within said 90-day period if certification is completed.

The parties further agree and consent in this addendum that the Sellers and the Lessee will cause to be amended their September 25, 1991 "Lease with Option to Purchase", a copy of which is marked Exhibit H, attached hereto and by reference incorporated herein, to allow for the substitution of the 1.64 acre tract described on Exhibit G, for the 0.90 acre tract described on Exhibit F, which is the property subject to said Lease.

The parties further agree that Purchaser will deliver to the Sellers, a Quit Claim Deed, a copy of which is marked Exhibit I, attached hereto, and by this reference incorporated herein, to the

1.64 acre tract described in Exhibit G, which will then be subject to the above-referenced "Lease With Option to Purchase".

THIS ADDENDUM is being entered into between the parties in consideration of (1) the Purchaser agreeing to the exchange of the 1.64 acre parcel for the 0.90 acre parcel as set out above, (2) the Sellers and Lessee agreeing not to require the Purchaser to make any improvements upon the exchanged property, and (3) the Sellers and Lessee agreeing to amend and modify their existing lease agreement.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the 8th day of June, 1994.

SELLERS:

PURCHASER:

Kenneth W. Peterson
KENETH W. PETERSON

Dean Edwards
Chairman, Board of Commissioners

Elsie M. Peterson
ELSIE M. PETERSON

Mr. D. Frie
Commissioner

Daryl Peterson
DARYL PETERSON

Commissioner

Dennis Peterson
DENNIS PETERSON

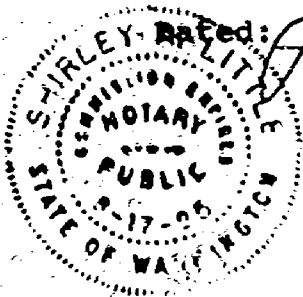
Catherine V. Peterson
CATHERINE V. PETERSON

APPROVED AND AGREED TO:

Marilyn R. Webb
MARILYN R. WEBB, President
FERN PRAIRIE LAND COMPANY d/b/a
APHIS READY MIX

STATE OF WASHINGTON)
) ss.
 County of Skamania)

I CERTIFY that I know or have satisfactory evidence that KENETH W. PETERSON, ELSIE M. PETERSON, DARYL PETERSON, DENNIS PETERSON and CATHERINE V. PETERSON, each personally appeared before me and signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned herein.



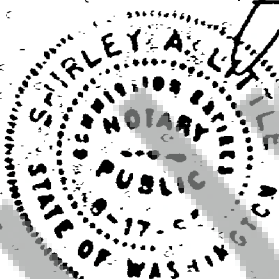
Dated: June 8, 1994

Shirley A. Little
 Shirley A. Little
 NOTARY PUBLIC in and for the State of
 Washington, residing at Stevenson
 My appointment expires 8-17-95

STATE OF WASHINGTON)
) ss.
 County of Skamania)

I CERTIFY that I know or have satisfactory evidence that Dean Evans and Melissa Parker Price are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stating that they were authorized to execute the same, and acknowledged it as the Board of Commissioners for Skamania County, State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned herein.

Dated: June 8, 1994



Shirley A. Little
 Shirley A. Little
 NOTARY PUBLIC in and for the State of
 Washington, residing at Stevenson
 My appointment expires 8-17-95

STATE OF WASHINGTON)
) ss.
 County of Skamania)

I CERTIFY that I know or have satisfactory evidence that MARILYN R. WEBB is the person who appeared before me and acknowledged that she signed this instrument, on oath stating she was authorized to do so in her capacity as President of Fern Prairie Land Company d/b/a Aphis Ready Mix, and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned herein.

Dated: June 8, 1994



Shirley A. Little
 Shirley A. Little
 NOTARY PUBLIC in and for the State of
 Washington, residing at Stevenson
 My commission expires 8-17-95

April 20, 1994

LEGAL DESCRIPTION FOR
K.W. PETERSON
(Lot 3 and portion of Lot 2)

A parcel of land in Section 19, Township 2 North, Range 7 East, Willamette Meridian, Skamania County, Washington described as follows:

LOT 3 of the Longview Fibre Co. Short Plat;

ALSO Lot 2 of the Longview Fibre Co. Short Plat;

EXCEPT for the following described parcel:

Beginning at the southwest corner of said Lot 2;

Thence North $20^{\circ} 49' 27''$ West along the west line of said Lot 2 a distance of 89.17 feet;

Thence North $66^{\circ} 12' 18''$ East along the north line of said Lot 2 a distance of 261.04 feet;

Thence North $0^{\circ} 01' 01''$ East along the west line of said Lot 2 a distance of 102.28 feet;

Thence North $18^{\circ} 08' 18''$ West along the west line of said Lot 2 a distance of 131.77 feet;

Thence North $66^{\circ} 12' 18''$ East along the north line of said Lot 2 a distance of 133.78 feet;

Thence North $61^{\circ} 21' 44''$ East along the north line of said Lot 2 a distance of 105.00 feet;

Thence South $29^{\circ} 53' 16''$ East a distance of 208.00 feet;

Thence South $59^{\circ} 04' 26''$ West a distance of 127.00 feet;

Thence North $79^{\circ} 43' 40''$ West a distance of 110.00 feet;

Thence South $0^{\circ} 01' 01''$ West a distance of 335.84 feet to the south line of said LOT 2;

Thence North $81^{\circ} 11' 45''$ West along the south line of said Lot 2 a distance of 270.28 feet to the point of beginning.

April 20, 1994

LEGAL DESCRIPTION
FOR
K.W. PETERSON
(Portion of Lot 4)

A parcel of land located in Section 19, Township 2 North,
Range 7 East, Willamette Meridian, Skamania County, Washington
described as follows:

Lot 4 of the Longview Fibre Co. Short Plat;

EXCEPT for the following described tract:

Beginning at the southwest corner of said Lot 4;

Thence North $9^{\circ} 32' 42''$ East along the west line of said Lot
4 a distance of 241.49 feet;

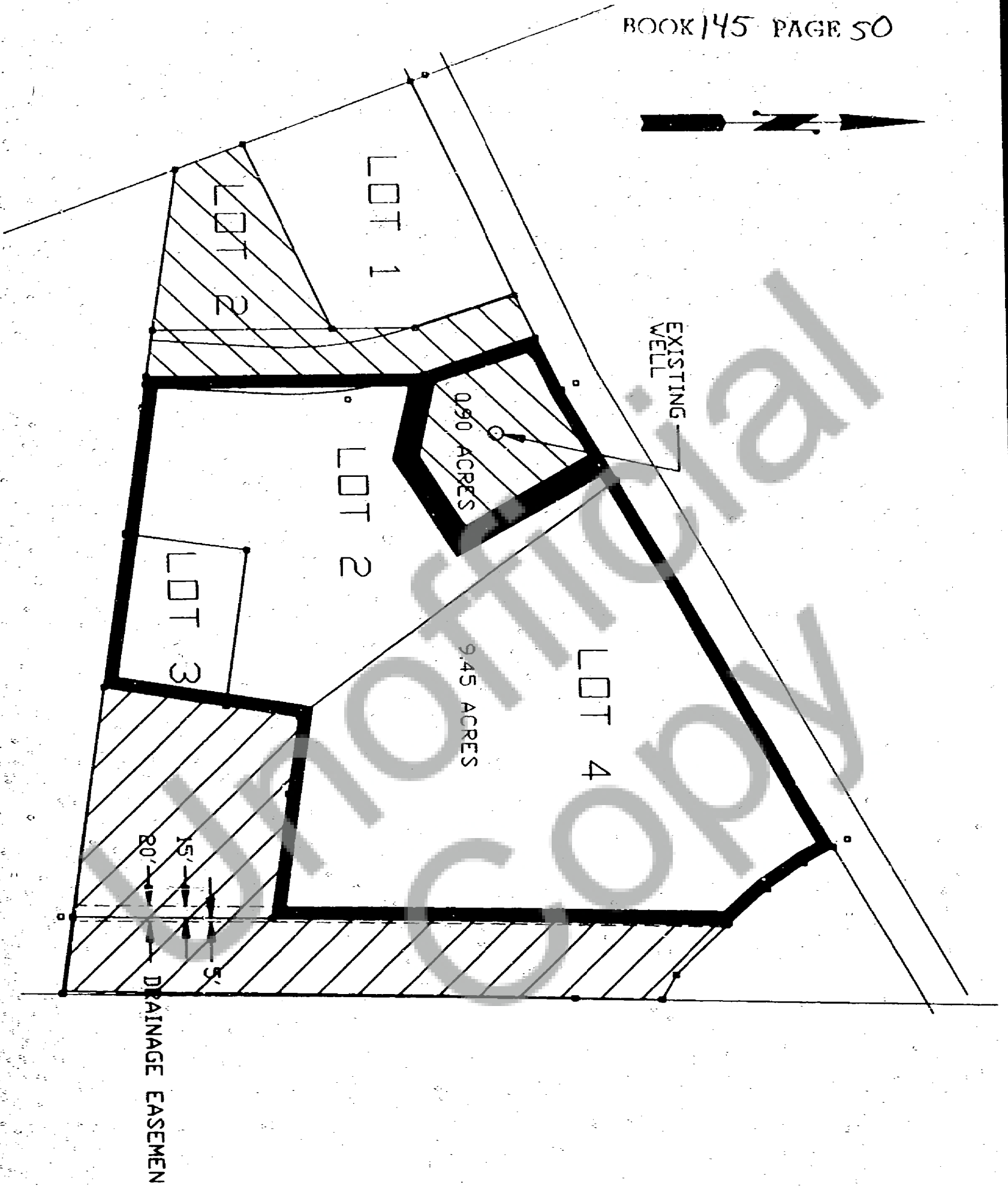
Thence South $81^{\circ} 11' 45''$ East a distance of 262.49 feet to a
point 100.00 feet west of the east line of said Lot 4;

Thence North $0^{\circ} 55' 14''$ East a distance of 565.74 feet more or
less to a point on the northerly line of said Lot 4;

Thence southeasterly along said northerly line to the East
line of said Lot 4;

Thence South $0^{\circ} 55' 15''$ West a distance of 737.42 feet to the
southeast corner of said Lot 4;

Thence North $81^{\circ} 11' 45''$ West a distance of 400.00 feet to the
point of beginning.



April 20, 1994

LEGAL DESCRIPTION FOR
5.00 foot wide drainage easement

An easement located in Section 19, Township 2 North, Range 7 East, Willamette Meridian, Skamania County, Washington described as follows:

Said easement being 5.00 feet wide the west line being described as follows:

Beginning at the southeast corner of Lot 4 of the Longview Fibre Co. Short Plat;

Thence North $81^{\circ} 11' 45''$ West along the south line of said Lot 4 a distance of 100.95 to a point 100.00 feet west of the east line of said Lot 4;

Thence North $0^{\circ} 55' 15''$ East, parallel to the east line of said Lot 4, to the north line of said Lot 4 said point being the terminus of said easement.

EXHIBIT E

BOOK 145 PAGE 52

April 20, 1994

LEGAL DESCRIPTION FOR
15.00 foot wide drainage easement

An easement located in Section 19, Township 2 North, Range 7 East, Willamette Meridian, Skamania County, Washington described as follows:

Said easement being 15.00 feet wide the east line being described as follows:

Beginning at the southeast corner of Lot 4 of the Longview Fibre Co. Short Plat;

Thence North $81^{\circ} 11' 45''$ West along the south line of said Lot 4 a distance of 100.95 to a point 100.00 feet west of the east line of said Lot 4;

Thence North $0^{\circ} 55' 15''$ East, parallel to the east line of said Lot 4, to the north line of said Lot 4 said point being the terminus of said easement.

EXHIBIT "F"

BOOK 145 PAGE 53

June 9, 1994

LEGAL DESCRIPTION FOR
K.W. PETERSON

A parcel of land in Section 19, Township 2 North, Range 7 East, Willamette Meridian, Skamania County, Washington described as follows:

Beginning at the southwest corner of Lot 2 of the Longview Fibre Short Plat;

Thence North 20° 49' 27" West along the west line of said Lot 2 a distance of 89.17 feet;

Thence North 66° 12' 18" East along the north line of said Lot 2 a distance of 261.04 feet;

Thence North 0° 01' 01" East along the west line of said Lot 2 a distance of 102.28 feet;

Thence North 18° 08' 18" West along the west line of said Lot 2 a distance of 131.77 feet;

Thence North 66° 12' 18" East along the north line of said Lot 2 a distance of 60.30 feet to the TRUE POINT OF BEGINNING.

Thence North 66° 12' 18" East along the north line of said Lot 2 a distance of 73.48 feet;

Thence North 61° 21' 44" East along the north line of said Lot 2 a distance of 105.00 feet;

Thence South 29° 53' 16" East a distance of 208.00 feet;

Thence South 59° 04' 26" West a distance of 127.00 feet;

Thence North 79° 43' 40" West a distance of 110.00 feet;

Thence North 00° 01' 01" East a distance of 6.04 feet;

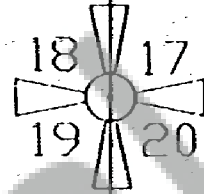
Thence North 18° 08' 18" West a distance of 147.30 feet to the TRUE POINT OF BEGINNING.

Containing 39.555 square feet more or less.

" EXHIBIT G " BOOK 145 PAGE 54

SECTION 19 T2N, R7E, W.M.

WEST LINE HAMILTON D.L.C.



PERPETUAL EASEMENT TO CI FOR WATERLINE

APPROX ROAD LOCATION

EXISTING WELL

164 ACRES EXCHANGE PARCEL

343'

LOT 1

LOT 4

0.96 ACRES

9.45 ACRES

LOT 2

LOT 2

LOT 3

DRAINAGE EASEMENT

6-3-C

PETERSON INDUSTRIAL PROPERTY

A portion of land located in the East One-Half of Section 19, Township 2 North, Range 7 E., Willamette Meridian, Skamania County, Washington, more particularly described as follows:

Beginning at a point where the Northwest Pipeline's southerly boundary line and the center line of the right-of-way of the Hamilton Creek Road intersect; thence westerly approximately 343 feet; thence northerly approximately 205 feet; thence easterly approximately 358 feet; thence southerly approximately 205 feet to the point of beginning, said dimensions enclosing a parcel of 1.64 acres.

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COPY

LEASE WITH OPTION TO PURCHASE

LEASE WITH OPTION TO PURCHASE, dated this 25th day of September, 1991, made by and between KENETH W. PETERSON and ELSIE M. PETERSON, husband and wife, (hereinafter "Lessor") and RONALD F. WEBB and MARILYN WEBB, doing business as APHIS READYMIX, (hereinafter "Lessee").

WITNESSETH

1. Premises. Lessor hereby leases to Lessee, upon the terms and conditions herein set forth, that certain real property situated in Skamania County, Washington, legally described as follows:

A tract of land located in the East Half of Section 19, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, more particularly described as follows:

lot 19 of the Glaeser Surveying, Inc., preliminary plat of the proposed Peterson Industrial Park, which was received and stamped by the Skamania County Planning Department on March 6, 1991, consisting of 39,514 square feet, more or less.

2. Inspection. Lessee is leasing the Premises "as is" and makes no representations or warranties except as to title as set forth herein. Without limiting the generality of the foregoing, Lessee acknowledges that they have made their own independent investigation respecting the Premises and will be relying entirely thereon and on the advice of any consultant they may retain. Lessee may not rely upon any representation of any party whether or not such party purports to act on behalf of Lessor, unless the representation is expressly set forth herein or in a subsequent document executed by Lessor. All representations, warranties, understandings, and agreements between Lessee and Lessor are merged herein and shall not survive closing.

3. Use of Premises. The demised premises shall be used and occupied by Lessee exclusively for industrial and commercial purposes and neither the premises nor any part thereof shall be used by Lessee at any time during the term of this lease for residential purposes without the prior written consent of Lessor. Lessee shall not allow use of the premises for any illegal purpose and shall comply with all laws, ordinances, rules, orders and regulations or requirements of appropriate governmental authorities affecting sanitation, safety, occupancy, maintenance and preservation of the premises.

Lessees shall not use the property in a manner which adversely affects the water supply available at the well house located thereon. Lessees shall have the right to use said water supply, subject to the rights of Sellers to continue to use the water supply, unhampered and unchanged by Lessee's occupancy and use of the leased premises. Any interference by Lessee with the quantity or quality of said water supply or with the rights of Sellers to use the same shall be deemed a breach of this lease agreement and a default hereunder.

Upon the expiration of sixty (60) days following the exercise of the option to purchase, all rights of Sellers to access to and use of said water system shall automatically terminate and revert entirely unto Lessees/Purchasers, unless otherwise agreed in a writing signed by parties hereto.

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4. **Term.** This lease shall commence on September 25, 1991, and shall continue until Lessee exercises his option to purchase pursuant to Paragraph 6 hereof, sixty (60) days after the proposed Peterson Industrial Park Short Plat is approved by the Skamania County Planning Department and recorded with the Skamania County Auditor's Office, or for a period of five (5) years from the date of execution of this lease, whichever occurs first, subject to the terms and conditions set out herein.

5. **Rental.** The parties hereto agree that the charge for the term of the Lease will be \$200.00 per month payable on the 26th day of each month, from October 26th, 1991.

6. **Option to Purchase.** Lessor shall, upon receipt of written notice from Lessee stating that Lessee elects to purchase the premises pursuant to the provisions hereof, convey the premises to Lessee, providing Lessee shall have duly and punctually fulfilled all of his obligations under this lease and subject to the following conditions:

(a) The purchase price of the demised premises shall be Twenty Thousand and No/100 Dollars (\$20,000.00), which shall be paid in full at closing.

(b) Lessee shall pay to Lessor Ten dollars (\$10.00) cash for the option to purchase the premises. Execution by Lessor of this Lease With Option to Purchase shall constitute acknowledgment of Lessor's receipt of the sum of \$10.00 cash in full payment for the option granted herein.

(c) If Lessee shall fail for any reason to exercise the right and privilege to purchase the premises in the manner herein provided, Lessor shall retain the value of all improvements made to the premises by Lessee as reasonable liquidated damages, and Lessee shall have no right to receive back any part thereof.

(d) Lessor shall furnish to Lessee at the time the option to purchase is exercised, an owners' policy of title insurance in standard form or a commitment therefor issued by a Washington title insurance company insuring the Lessee/Purchaser to the full amount of the purchase price against loss or damage by reason of defect in sellers' title to said real estate as of the date of closing, and containing no exceptions other than the following:

- (1) Printed general exceptions appearing in said policy form;
- (2) Liens or encumbrances which by the terms of this contract the purchasers are to assume or as to which the conveyance hereunder is to be made subject; and
- (3) Easements of record.

(e) Conveyance of title to the premises shall be by good and sufficient warranty deed.

(f) This option to purchase shall expire on September 26th, 1996, or sixty (60) days following the date upon which the proposed Peterson Industrial Park Short Plat is approved by the Skamania County Planning Department and recorded with the Skamania County Auditor's Office, whichever occurs first.

(g) Lessee's right to exercise the option granted herein is conditioned on Lessee having provided not less than 10 days written notice to Lessor of Lessee's intent to exercise the option.

7. **Utilities and Other Services by Lessee.** Lessee shall, at Lessee's sole expense, provide all utilities and other services to the premises which are needed by Lessee.

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8. Maintenance by Lessee. Lessee shall maintain in good condition the structural, exterior and interior components of any building constructed on the premises. Lessee shall also maintain in good condition and repair all windows, plumbing and the electrical system. Lessor shall not be obligated to repair or replace any fixtures or equipment installed by Lessee, and Lessor shall not be obligated to make any repair or replacements of any kind whatsoever during the term of this Lease.

Lessee shall keep the premises in a neat, clean and sanitary condition, and shall keep the premises and any building constructed thereon and all items therein installed by Lessee in at least as good condition as received, except only for reasonable wear and tear and damage caused other than by any act or omission by Lessee, their employees, agents, invitees or licensees.

9. Lessor's Access to Premises. Lessor may inspect the premises at all reasonable times.

10. Liability and Fire Insurance.

Lessee shall, at Lessee's sole expense, immediately upon occupancy of the premises, maintain public liability and property damage insurance insuring against any and all claims for injury to or death of persons and loss of or damage to property occurring upon, in or about the premises. Such insurance shall have liability limits of not less than \$200,000.00 in respect of injury or death to any one person, and not less than \$1,000,000.00 in respect of any one occurrence or accident. All such insurance shall name Lessor and Lessee as co-insureds, with severability of interests endorsement.

11. Taxes. The Lessee assumes and agrees to pay before delinquency all taxes and assessments, including but not limited to any governmental improvement assessments or charges that may as between Lessor and Lessee hereafter become a lien on said real estate. Upon request by Lessor, Lessee will show proof of said payments.

12. Assignment and Subletting. Neither this lease nor any right hereunder may be assigned, transferred, encumbered or sublet in whole or in part by Lessee, by operation of law or otherwise, without Lessor's prior written consent.

13. Indemnity by Lessee. Lessee agrees that Lessor shall not be liable for any claims for death of or injury to persons or damages to or destruction of property sustained by Lessee or by any other person in the premises, including without limiting the generality of the foregoing, any claims caused by or arising from the condition or maintenance of any part of the premises or the building. Lessee hereby waives all claims therefor and agrees to indemnify Lessor against any such loss, damage or liability or any expense incurred by Lessor in connection therewith.

14. Default; Remedies. The occurrence of any of the following events shall be deemed a breach of this lease, namely: if Lessee shall make an assignment for the benefit of creditors or shall file a voluntary petition under any bankruptcy act or under any other law for the relief of debtors; or if an involuntary petition is filed against Lessee under any such law and is not dismissed within sixty days after filing; or if a receiver be appointed for the property of Lessee and is not discharged or removed within sixty days; or if any department of any government or any officer thereof shall take possession of the business or property of Lessee; or if the Lessee is adjudicated a bankrupt. Upon any such occurrence Lessor, at their option, may terminate this lease by notice to Lessee, and upon such termination Lessee shall quit and surrender the premises to Lessor.

If Lessee shall default in performance of any of Lessee's obligations under this lease or shall violate any term or provision of this lease, or if the premises shall be left vacant or unoccupied for a period of thirty days, Lessor may, upon giving

Lessee any notice required by law, terminate this lease, and upon such termination Lessee shall quit and surrender the premises to Lessor.

If the demised premises, or any part thereof, shall be deserted or become vacant during the term of this lease, or if any default is made in the performance of any of the covenants herein contained, Lessor or their representatives may re-enter the premises by summary or other proceedings and remove all persons therefrom, without being liable to prosecution therefor. Lessor may on re-entry rent the premises, reserving the right to rent them for a longer period of time than that fixed in the original lease, without releasing the original tenant from liability, applying any sums collected, first to the expense of resuming or obtaining possession, second to restoring the premises to a rentable condition, and finally to the payment of the charges due and to become due to Lessor, any surplus to be paid to Lessee, who shall remain liable for any deficiency.

15. Property Abandoned on Premises. Any property left in or upon the premises after the termination of this lease shall be deemed to have been abandoned by Lessee and become the property of Lessor to dispose of as Lessor deems expedient without accounting to Lessee therefor.

16. Notices. All notices, demands and requests to be given by either party to the other shall be in writing. All notices, demands and requests by Lessor to Lessee shall be sent by United States registered or certified mail, postage prepaid, addressed to Lessee c/o Aphis Ready Mix, P. O. Box 1019, Camas, Washington 98607, or at such other place as Lessee may from time to time designate by notice to Lessor. All notices, demands, and requests by Lessee to the Lessor shall be sent by United States registered or certified mail, postage prepaid, addressed to Lessor at P. O. Box 305, North Bonneville, Washington 98639, or at such other place as Lessor may from time to time designate by notice to Lessee. Notices, demands, and requests served upon Lessor or Lessee as provided in this Section in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder at the time such notice, demand, or request shall be so mailed in the post office in Stevenson, Washington.

17. Miscellaneous.

(a) Non-Waiver. No failure of Lessor to insist upon the strict performance of any provision of this lease shall be construed as depriving Lessor of the right to insist on strict performance of such provision or any other provision in the future. No waiver by Lessor of any provision of this lease shall be deemed to have been made unless expressed in writing and signed by Lessor. No acceptance of any value added to the building by Lessor from Lessee after any default by Lessee shall constitute a waiver of any such default or any other default. Consent by Lessor in any one instance shall not dispense with the necessity of consent by Lessor in any other instance.

(b) Attorney's Fees. If an action be commenced to enforce any of the provisions of this lease, the prevailing party shall, in addition to its other remedies, be entitled to recover its reasonable attorneys' fees.

(c) Entire Agreement. This document contains the entire and integrated agreement of the parties and may not be modified except in writing signed and acknowledged by both parties.

(d) Remedies Cumulative. The specified remedies to which Lessor may resort under the terms of this lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Lessor may lawfully be entitled in case of any breach or threatened breach by Lessee of any provision of this lease.

(e) Time. Time is of the essence of this lease.

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(f) Conflict of Provisions. In case of a conflict of provisions of this lease, the more specific provision of this lease shall control.

(g) Binding Effect. This agreement shall be binding upon the parties hereto and upon their respective executors, administrators, legal representatives, successors and assigns.

EXECUTED as of the date first above written.

LESSOR:

LESSEE:

FERN PRAIRIE LAND COMPANY
d/b/a APHIS READY MIX

Kenneth W. Peterson
KENETH W. PETERSON

By: Marilyn R. Webb
MARILYN R. WEBB, President

Elsie M. Peterson
ELSIE M. PETERSON

By: Ronald F. Webb
RONALD F. WEBB,
Vice-President

STATE OF WASHINGTON)
County of Skamania) ss.

On this day personally appeared before me KENETH W. PETERSON and ELSIE M. PETERSON, husband and wife, 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 25th day of September, 1991.

Sharon Feldhausen
Notary Public in and for the
State of Washington, residing
at Carson

Commission expires: 6-13-93

STATE OF WASHINGTON)
County of Skamania) ss.

On this day personally appeared before me RONALD F. WEBB and MARILYN R. WEBB, husband and wife, 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 25th day of September, 1991.

Sharon Feldhausen
Notary Public in and for the
State of Washington, residing
at Carson

Commission expires: 6-13-93

ADDENDUM
to
REAL ESTATE CONTRACT

The parties agree that the Real Estate Contract (Boundary Line Adjustment) dated September 27, 1991, by and between KENETH W. PETERSON and ELSIE M. PETERSON, husband and wife, as Sellers, and GEORGE DeGROOTE and GLORIA DeGROOTE, as Purchasers, recorded on October 25th, 1991 in Book 125 at Page 582, under Auditor's File No. 112339, Records of Skamania County, Washington, shall be amended by adding thereto the following:

RESERVATION OF STRIP OF LAND

28. The Sellers reserve for themselves, their heirs, personal representatives, successors and assigns, a perpetual easement, five feet (5') in width, under, over, through and across the property described in Exhibit "A", attached hereto and incorporated herein as though fully set forth.

Dated this 14 day of June, 1994.

SELLERS:

PURCHASERS:

Kenneth W. Peterson
KENETH W. PETERSON

George DeGroote
GEORGE DeGROOTE

Elsie M. Peterson
ELSIE M. PETERSON

Gloria DeGroote
GLORIA DeGROOTE

Transaction in compliance with County sub-division Ordinance
Skamania County By: Mark J. Nugent, Planner

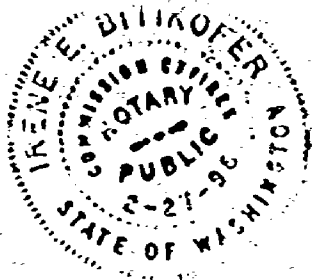
Recorded in Skamania County Assessor's
Book 145 Page 60 2-7-20-1000

STATE OF WASHINGTON)
) ss.
County of Skamania)

I certify that I know or have satisfactory evidence that KENETH W. PETERSON and ELSIE M. PETERSON are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act or the uses and purposes mentioned in the instrument.

Dated this 7th day of June, 1994.

Signature of Irene E. Bitikof
Notary Public
Name of Notary Irene E. Bitikof
My appointment expires: 2-27-98



STATE OF WASHINGTON)
) ss.
County of Skamania)

I certify that I know or have satisfactory evidence that GEORGE DeGROOTE and GLORIA DeGROOTE are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act or the uses and purposes mentioned in the instrument.

Dated this 7th day of June, 1994.

Signature of Barbara J. Acker
Notary Public
Name of Notary BARBARA J. ACKER
My appointment expires: 12-28-94



EXHIBIT "A"

LEGAL DESCRIPTION FOR
5.00 foot wide easement

An easement located in Section 19, Township 2 North,
Range 7 East, Willamette Meridian, Skamania County,
Washington described as follows:

Said easement being 5.00 feet wide; the west line being
described as follows:

Beginning at the southeast corner of Lot 4 of the
Longview Fibre Co. Short Plat;

Thence North $81^{\circ} 11' 45''$ West along the south line of
said Lot 4 a distance of 100.95 to a point 100.00 feet
west of the east line of said Lot 4;

Thence North $0^{\circ} 55' 15''$ East, parallel to the east line
of said Lot 4, to the north line of said Lot 4 said point
being the terminus of said easement.