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REAL ESTATE CONTRACT

BOOK 156 PAGE 835

THIS REAL ESTATE CONTRACT made this day by and between WILLIS MCKNIGHT and MARY E. MCKNIGHT, husband and wife, hereinafter called "Sellers", and BILL F. STARK and KAREN M. STARK, husband and wife, hereinafter called "Buyers",

WITNESSETH:

Section 1. DESCRIPTION OF PROPERTY CONTRACTED TO BE SOLD:

In consideration of the mutual covenants herein contained and the promises to be performed as set out hereinafter, the Sellers agree to sell to the Buyers and the Buyers agree to purchase from the Sellers the following described real estate in Skamania County, Washington, to-wit:

County of Skamania, State of Washington

**PARCEL A:** A portion of the West half of the Southwest Quarter of Section 5, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at a point on the West line of said West half of the Southwest quarter, North 00°46'52" East 1164.82 feet from the Southwest corner thereof; thence South 89°13'08" East 660.00 feet; thence North 00°46'08" East parallel with the West line of said West half of the Southwest quarter 244.79 feet; thence South 89°13'08" East 299.98' to the true point of beginning; thence South 89°13'08" East 354.00 feet to the East line of said West half of the Southwest quarter; thence North 00°41'31" East along said East line 1231.61 feet to the Northeast corner of said West half of the Southwest quarter; thence North 89°18'09" West along the North line of said West half of the Southwest quarter 354.00; thence South 00°41'31" West parallel with the East line of said West half of the Southwest quarter 1231.09 feet to the true point of beginning.

TOGETHER WITH a 60 foot easement the centerline of which is described as follows:

BEGINNING at a point on the North right-of-way line of the Belle Center County Road which point is 660.00 feet South 89°13'08" East from the West line of said Southwest quarter; thence North 00°46'52" East parallel with the West line of the Southwest quarter 1082.00 feet; thence South 89°13'08" East 660 feet, more or less, to the East line of said West half of the Southwest quarter. EXCEPT any portion of said easement lying within the above described Parcel A.

**PARCEL B:** A portion of the West half of the Southwest quarter of Section 5, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at a point on the West line of said West half of the Southwest quarter North 00°46'52" East 1164.82 feet from the Southwest corner thereof; thence South 89°13'08" East 660.00 feet; thence North 00°46'52" East parallel with the West line of said West half of the Southwest quarter 244.79' to the true point of beginning; thence South 89°13'08" East 299.98 feet; thence North 00°41'31" East parallel with the East line of said West half of the Southwest quarter 1231.09 feet to the North line of said West half of the Southwest quarter; thence North 89°18'09" West along said North line 408.50 feet; thence South 04°20'50" East 1235.44 feet to the true point of beginning.

REAL ESTATE EXCISE TAX

Impressed   
Indexed   
Filed   
Mailed

180.00

APR 25 1996

PAID 1472.00  
*Ok. Neff*  
SKAMANIA COUNTY TREASURER

Gary M. Moran, Skamania County Auditor  
Date 4/25/96 Parcel # 125125, 610

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TOGETHER WITH a 60 foot easement the centerline of which is described as follows:

BEGINNING at a point on the North right-of-way line of the Belle Center County Road which point is 660.00 feet South 89°13'08" East from the West line of said Southwest quarter; thence North 00°46'52" East parallel with the West line of the Southwest quarter 1082.00 feet; thence South 89°13'08" East 660 feet, more or less, to the East line of said West half of the Southwest quarter. EXCEPT any portion thereof lying within the above described Parcel B.

SUBJECT TO easement and right-of-way two pole electric power transmission line granted to the Northwestern Electric Company, a corporation, by deed dated April 25, 1912, and recorded June 4, 1912, at page 594, of Book N of Deeds, records of Skamania County, Washington.

SUBJECT FURTHER to a 60 foot easement as delineated on survey filed December 17, 1973 in Book 1 of Surveys, at page 6, records of Skamania County.

SUBJECT FINALLY to a non-exclusive easement for road purposes over the East 30 feet of said Parcel A.

**Section 2. PURCHASE PRICE AND PAYMENTS:**

2.1 The purchase price for said real estate is the sum of ONE HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS (\$115,000.00), which Buyers agree to pay as follows:

(a) The sum of Thirty Thousand and No/100 Dollars (\$30,000.00), including earnest money, shall be paid as a down payment as of the date of this contract.

(b) The balance of Eighty-Five Thousand and No/100 Dollars (\$85,000.00) shall be paid as follows: the sum of Seven Hundred Sixty-four and 77/100 Dollars (\$764.77) or more, on or before the first day of June, 1996, and the sum of Seven Hundred Sixty-four and 77/100 Dollars (\$764.77) or more, shall be paid on the first day of each calendar month thereafter until May 31, 2001, at which time the then remaining balance of principal and interest shall be paid in full.

2.2 This contract shall bear interest at the rate of nine (9%) percent per annum on the declining balance from the date of this contract, until such balance has been paid in full. All payments shall first be applied against accrued interest, and the balance of each such payment shall be applied in reduction of principal.

2.3 Buyers shall be entitled to prepay any or all sums due under the terms hereof. In the event Buyers shall elect to prepay less than the entire contract balance, then such pre-payment shall not relieve Buyers from the obligation to pay the remaining contract balance in full on or before January 1, 2001.

2.4 In the event Buyers shall fail to make any payment on the purchase price within fifteen (15) days of its due date, then there shall be added to such payment a late charge equal to five (5%) percent of the delinquent payment.

**Section 3. POSSESSION:** Buyers shall be entitled to possession of the premises contracted to be sold from and after the date of this contract and during their full and proper performance of this contract.

**Section 4. ADVANCES:** It is understood and agreed that in the event the Buyers fail or neglect or refuse to pay any taxes, assessments, insurance premiums or any other lawful charge against

said property, the Seller may pay same and such sums as may be so paid shall be secured by this contract and the said sums shall be repaid by the Buyers to the Seller upon demand with interest thereon from each respective date of advancement until repaid, at the rate of twelve (12%) percent per annum.

**Section 5. TAXES:** The real property taxes and assessments for 1996 shall be prorated as of the date of this contract.

**Section 6. BUYER'S COVENANTS:** Buyers covenant and agree as follows:

(a) To make the payments mentioned in the manner and on the dates named.

(b) To pay the consideration agreed upon and named herein regardless of any loss, destruction or damage to any of said property, or the improvements thereon by fire, or from any other cause.

(c) To make or permit no unlawful or offensive or improper use of said property or any part thereof, nor to permit any waste, destruction or damage thereto.

(d) To permit the Sellers or their agents to enter into or upon the said property at any reasonable time to inspect the same.

(e) To pay regularly and seasonably and before the same shall become delinquent, all taxes, assessments, liens and encumbrances of whatsoever nature and kind which may hereafter be lawfully imposed on said property or which may have been assumed by the Buyers in this contract.

(f) Not to permit or suffer any part of said property to become subject to any assessment, liens, charge or encumbrances whatsoever, having or taking precedence over the rights of the Sellers in and to said property.

**Section 7. DEED AND TITLE INSURANCE:**

7.1 Sellers agree to execute and deliver to Buyers within thirty (30) days after final payment on this contract, a Warranty Deed conveying said property to the Buyers free and clear from all encumbrances except taxes, liens or other encumbrances placed or suffered by Buyers or their successors.

7.2 The Sellers are at this time procuring and delivering to Buyers a Purchasers Policy of Title Insurance in standard form, insuring the Buyers to the full amount of said 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:

(a) Printed general exceptions appearing in said policy form.

(b) Liens or encumbrances which by the terms of this contract the Buyers are to assume, or as to which the conveyance hereunder is to be made subject.

(c) Rights of the public in and to that portion of the aforescribed real property lying within public roads.

**Section 8. CHANGE IN TITLE OR OCCUPANCY:** The rights to purchase granted by this Real Estate Contract are personal to the Buyers, and Sellers' reliance upon Buyers' ability and integrity is a part

of the consideration for this contract. Neither this contract nor any interest herein may be assigned or transferred by the Buyers, nor shall Buyers make or enter into any contract for the sale of the property or any interest therein, without the prior written consent of the Sellers. Any attempt at assignment, sale, or transfer of any interest by Buyers in violation of the foregoing provisions may, at Sellers' option, be deemed a default by Buyers and Sellers may, at Sellers' option, declare the remaining contract balance, accrued interest and any other sums owing by Buyers to Sellers hereunder, immediately due and payable. As an alternative to declaring the remaining contract balance, accrued interest and other sums owing by the Buyers to Sellers immediately due and payable, Sellers may, at Sellers' option, elect to raise the interest rate on this contract to the maximum interest rate allowable by law as a condition to Sellers' consent to any sale, assignment, or transfer of Buyers' interest in the subject property or this contract.

**Section 9. FORFEITURE:** Time is of the essence of this contract and if the Buyers shall fail, refuse or neglect to pay either or any of the installments or interest or any other payment due, or shall fail to keep and/or perform any of the covenants and agreements herein contained on the part of the Buyers to be performed, then the Sellers may cancel and render void all rights, titles and interest of the Buyers and their successors in this contract and in the real estate which is the subject of this contract by giving a Notice of Intent to Forfeit pursuant to RCW 61.30, and said cancellation and forfeiture shall become effective if the default therein specified has not been fully cured within ninety (90) days thereafter and the Sellers record a Declaration of Forfeiture pursuant to RCW 61.30. Upon the forfeiture of this contract, the Sellers may retain all payments made hereunder by the Buyers and may take possession of the property ten (10) days following the date this contract is forfeited and summarily eject the Buyers and any person or persons having possession of the said property by, through or under the Buyers who was properly given the Notice of Intent to Forfeit and the Declaration of Forfeiture. In the event the Buyers or any person or persons claiming by, through or under the Buyers who were properly given the Notice of Intent to Forfeit and the Declaration of Forfeiture remain in possession of the property more than ten (10) days after such forfeiture, the Buyers, or such person or persons, shall be deemed tenants at will of the Sellers and the Sellers shall be entitled to institute an action for summary possession of the property, and may recover from the Buyers or such person or persons in any such proceedings the fair rental value of the property for the use thereof from and after the date of forfeiture, plus costs, including Sellers' reasonable attorney's fees.

**Section 10. OTHER REMEDIES:**

10.1 As an alternative to declaring a forfeiture for any such default, Sellers may, at their election, bring an action or actions, on any intermediate overdue installment, or on any payment or payments made by the Seller and repayable by the Buyers, it being stipulated and agreed that the covenant to pay intermediate installments or to repay items repayable by the Buyers, are independent of the covenant to make a deed; or

10.2 Sellers may, in the event of such default, at their election, sue for specific performance of Buyers' obligations pursuant to this contract; or

10.3 Sellers, may in the event of such default, at their election, declare the entire unpaid balance of principal and interest immediately due and payable, and thereupon institute suit for payment

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DATED this 17th day of April, 1996.

Willis M. McKnight  
Willis McKnight

Bill F. Stark  
Bill F. Stark

Mary E. McKnight  
Mary E. McKnight

Karen M. Stark  
Karen M. Stark

SELLERS

BUYERS

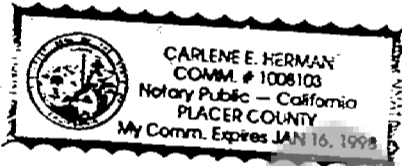
STATE OF CALIFORNIA )  
COUNTY OF Placer ) ss.

On this day personally appeared before me WILLIS MCKNIGHT and MARY E. MCKNIGHT, 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 17th day of April, 1996.

Carlene E. Herman

Notary Public in and for the State of California, Residing at Auburn.  
My appointment expires: 1-16-1998.



FILED FOR RECORD  
SKAMANIA CO. WASH  
BY CLACK COUNTY TITLE

APR 25 12 06 PM '96  
Olson  
AUDITOR  
GARY H. OLSON

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For purposes of this agreement, maintenance is defined as the work normally necessary to preserve and keep the roadway, road structure and road facilities as nearly as possible in their present condition or as hereafter improved.

5. Each party using any portion of said roads shall repair, or cause to be repaired, at its sole cost and expense, that damage to said roads occasioned by it which is in excess of that caused through normal and prudent usage of said roads. Should inordinate damage to said roads occur which is not caused by an authorized user of said roads, the parties shall meet to agree upon the cost of replacement, the party to undertake the replacement and the shares of replacement cost to be borne by each user of said roads.

6. Unless the parties agree, in writing, to share the cost of improvements in advance of such improvements being made, such improvements shall be solely for the account of the improver.

7. Each party reserves to itself all timber now on or hereafter growing within the right-of-way on its lands and the right to remove said timber via the right-of-way herein granted.

8. Each party may permit its respective agents, contractors, licensees, lessees, purchasers of timber or other valuable materials and their agents, hereinafter individually referred to as "Permittee" and collectively referred to as "Permittees," to exercise the rights granted to it herein.

9. In the event that any party retains an attorney, including in-house counsel, to enforce any provision of this easement, then the successful party shall be entitled to the award of reasonable attorney's fees from any party in default, including fees incurred by either in-house or outside counsel in State and Federal trial, bankruptcy, and appellate courts and fees incurred without suit, and all court and accounting costs incurred in resolution of such dispute.

Any and all suits and proceedings to enforce any provision of this easement may be instituted and maintained in the Superior Court of the State of Washington located in Cowlitz County, Washington.

This easement shall be governed by the laws of the State of Washington, both as to interpretation and performance.

10. MUNCH agrees to save, defend, and hold harmless FIBRE from all claims, costs, damage or expense of any kind arising out of the occupancy or use of said roads by MUNCH, its permittees or employees and to require of its contractors and purchasers of timber or other valuable resources using said roads or their contractors using said roads, the same agreement for the benefit of FIBRE.

It is also understood and agreed that FIBRE will save, defend, and hold harmless MUNCH from all claims, costs, damage or expense of any kind arising out of the occupancy or use of said roads by FIBRE, its permittees or employees and to require of its contractors and purchasers of its timber or other valuable resources using said roads or their contractors using said roads, the same agreement for the benefit of MUNCH.

11. Each party shall require each of its permittees, before using any of said roads on the lands of the other party, to:

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- (a) Obtain and during the term of such use, maintain a policy(ies) of liability insurance in a form generally acceptable in the trade and customary in the area of said rights-of-way, insuring said permittee against liability arising out of its operations, including use of vehicles. Minimum amounts of insurance shall be:

	Limits	
	Each Occurrence	Aggregate
(1) Commercial General Liability, Including Loggers Broad Form Property Damage Blanket XCU Endorsement:		
Combined Single Limit Bodily Injury and Property Damage	\$1,000,000	\$2,000,000
(2) Automobile Liability:		
Combined Single Limit Bodily Injury and Property Damage	\$1,000,000	
(3) Umbrella Excess Liability	\$1,000,000	\$1,000,000

- (b) Deliver to each party a certificate from the insurer of said permittee certifying that coverage in not less than the above named amounts is in force and that, in the event of cancellation or modification of such coverage, the insurer will give each party ten (10) days' written notice prior to any cancellation or modification.

12. Each party does hereby covenant that they are lawfully seized in fee simple of their respective above-described premises free from all encumbrances except those appearing of record and that they, their heirs, successors, and assigns will warrant and forever defend their title to their respective premises and every part and parcel thereof, subject to the aforesaid reservations and exceptions.

IN WITNESS WHEREOF, the parties have executed this instrument this 29th day of March, 1996.

MUNCH:

FIBRE:

By: Maurice J. Munch  
Maurice J. Munch  
Its: Authorized Representative

By: David L. Bowden  
David L. Bowden  
Its: Senior Vice President-Timber

Exhibit "A"

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RECIPROCAL EASEMENT  
IN  
THE SE ¼ OF  
SECTION 23, T 2 N, R 5 E, W.M.  
SKAMANIA COUNTY, WASHINGTON

A reciprocal easement 40 feet in width, lying 20 feet on each side of the apparent center line of an existing road (Maybe Mines Road), located in the Southeast quarter of Section 23, T 2 N, R 5 E, W.M., described as follows: Beginning at the intersection of the apparent center line of Maybe Mines Road and the South line of the SE ¼ of said Section 23, said intersection being N 89°23'52" W a distance of 1060 feet from the Southeast Corner of said Section 23 as shown on Record of Survey for Longview Fibre Co. dated March 1995; thence along said apparent center line of said Maybe Mines Road the following courses and distances;

0+00

N 78° W a distance of 188 feet;

1+88

S 61° W a distance of 75 feet to station 2+63 and the end of this described segment, station 2+63 being on the South line of the South half of the Southeast quarter of said Section 23; thence along said South line N 89°23'52" W a distance of 450 feet to the intersection of the existing center line of Maybe Mines Road and said South line; thence along the apparent center line of Maybe Mines Road the following courses and distances;

0+00

N 62° W a distance of 126 feet;

1+26

N 23° W a distance of 250 feet;

3+76

N 17° E a distance of 292 feet;

6+68

N 15° W a distance of 273 feet;

9+41

N 37° E a distance of 210 feet;

11+51

N 24° E a distance of 225 feet;

13+76

N 05° W a distance of 112 feet to station 14+89 and the end of this described easement, station 14+89 being on the North line of the South half of the Southeast quarter of said Section 23.



Exhibit "C"

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RECIPROCAL EASEMENT  
IN  
THE SE ¼ OF  
SECTION 26, T 2 N, R 5 E, W.M., and  
THE NW ¼ OF  
SECTION 25, T 2 N, R 5 E, W.M.  
SKAMANIA COUNTY, WASHINGTON

A reciprocal easement being 40 feet in width, lying 20 feet on each side of the apparent center line of an existing road (Maybee Mines Road), located in the Southeast quarter of Section 26, T 2 N, R 5 E, W.M., described as follows: Beginning at the end of the existing County Road known as Maybee Mines Road; thence along the existing center line of said Maybee Mines Road the following courses and distance;

0+00

N 59° E a distance of 401 feet;

4+01

N 31° E a distance of 88 feet;

4+89

N 48° E a distance of 211 feet;

7+00

N 81° E a distance of 296 feet;

9+96

N 71° E a distance of 367 feet to station 13+63 and the end of this described easement, station 13+63 being on the North line of the Southeast quarter of said Section 26 and N 88°41'44" W a distance of 466 feet from the Northeast Corner of the Southeast quarter of said Section 26.

ALSO TOGETHER WITH:

A reciprocal easement 40 feet in width, lying 20 feet on each side of the apparent center line of an existing road located in the SW ¼ of the NW ¼ of said Section 25, T 2 N, R 5 E, W.M., described as follows: Beginning at the intersection of the apparent center line of Maybee Mines Road and the West line of the SW ¼ of the NW ¼ of said Section 25, said intersection being N 00°20'45" E a distance of 261 feet from the West ¼ Corner of said Section 25 as shown on Record of Survey for Longview Fibre Co. dated March 1995; thence along said apparent center line the following courses and distances;

0+00

S 62° E a distance of 162 feet;

1+62

S 50°30' E a distance of 295 feet;

4+57

N 87° E a distance of 185 feet;

6+42

S 84° E a distance of 363 feet;

10+05

N 81°30' E a distance of 408 feet to station 14+13 and the end of this described easement, station 14+13 being on the East line of the Southwest quarter of the Northwest quarter of said Section 25 and N 00°47'27" E a distance of 100 feet from the Southeast Corner of the Southwest quarter of the Northwest quarter of said Section 25.

ALSO TOGETHER WITH:

A reciprocal easement 40 feet in width, lying 20 feet on each side of the apparent center line of an existing road located in the NW ¼ of said Section 25, T 2 N, R 5 E, W.M., described as follows: Beginning at the intersection of the apparent center line of Maybee Mines road and the East line of the SW ¼ of the NW ¼ of said Section 25, said intersection being N 00°47'27" E a distance of 440 feet from the Center West 1/16 Corner of said Section 25 as shown on Record of Survey for Longview Fibre Co. dated March 1995; thence along said apparent center line the following courses and distances;

- 0+00 N 63° W a distance of 112 feet;
- 1+12 N 84° W a distance of 197 feet;
- 3+09 N 31° W a distance of 287 feet;
- 5+96 N 05° E a distance of 315 feet;
- 9+11 N 59° W a distance of 253 feet;
- 11+64 N 21° W a distance of 331 feet;
- 14+95

N 56° W a distance of 680 feet to station 21+75 and the end of this described easement, station 21+75 being on the West line of the Northwest quarter of said Section 25 and S 00°20'45" W a distance of 845 feet from the Northwest Corner of said Section 25.