

138005

BOOK 198 PAGE 746

FILE
SK
Pollard Dickson

RETURN ADDRESS:

Pollard Dickson
P.O. Box 216
North Bonneville, WA
98039-0216

Apr 26 3 17 PM '00

J. Lawry
GARY H. OLSON

Please Print or Type Information.

Document Title(s) or transactions contained therein:

1. Professional Services Contract #071996
- 2.
- 3.
- 4.

GRANTOR(S) (Last name, first, then first name and initials)

1. Richard Beckman
- 2.
- 3.
- 4.

☐ Additional Names on Page _____ of Document.

GRANTEE(S) (Last name, first, then first name and initials)

1. Pollard R. Dickson
- 2.
- 3.
- 4.

☐ Additional Names on Page _____ of Document.

LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section Township, Range, Quarter/Quarter)

Section 20, T2N, R7E

☒ Complete Legal on Page 10 & 11 of Document.

REFERENCE NUMBER(S) Of Document assigned or released:

Gary H. Martin, Skamania County Assessor
Date 4/26/00 2-7-20-200, 300
Parcel #

☐ Additional Numbers on Page _____ of Document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

- ☐ Property Tax parcel ID is not yet assigned. 2-7-20-200, 300
- ☐ Additional Parcel Numbers on Page _____ of Document.

The Auditor/Recorder will rely on the information provided on the form. The Staff will not read the document to verify the accuracy or completeness of the indexing information.

CONTRACT FOR PROFESSIONAL SERVICES

Contract No. 071996

This Agreement, entered into this 8th day of July, 1996 between Richard Beckman, hereinafter referred to as the "Owner", and Pollard Dickson, hereinafter referred to as the "Contractor", is a Professional Services Contract between the parties. The "Contractor" is an independent contractor providing professional services to the "Owner" and nothing herein shall be construed to create an employee/employer relationship between the "Contractor" and the "Owner."

Gary H. Martin, Skamania County Assessor

Date 7/24/96 Parcel # 2-7-20-200, 300**Obligations of the Contractor**

The Contractor shall undertake the Professional Services required to complete the Scope of Services, which is attached hereto and made a part hereof, in consideration for payments to be made by the Owner to the Contractor, under the terms of Payment for Professional Services, as set forth in this agreement. Services performed by the Contractor shall be performed in a professional and timely manner. The Contractor shall maintain a complete indexed documentation of all correspondence, telephone communications, photography, mapping, and technical data references that are used or generated as products under the performance of professional services to complete the Scope of Services. The Contractor recognizes that the Owner desires to complete and file a Preliminary Plan for the development of the Owner's property, located within the City of North Bonneville, Washington, at the earliest reasonable date. The Scope of Services under this agreement is designed to insure that the Contractor completes the required work elements necessary for filing a formal Preliminary Development Plan application with the City of North Bonneville. The Contractor shall complete all requirements for a Preliminary Plan Application and, in addition to said application, complete any detailed documentation or other responses required by the City of North Bonneville that are deemed necessary to secure Preliminary Plan approval by said City.

Upon receipt of Preliminary Plan approval from the City of North Bonneville, the Contractor shall advise the Owner regarding completion of a Final Development Plan, Phasing of the Development, and contracting for construction of various plan elements. Said advice shall be in written form and shall take into consideration the review comments by the City of North Bonneville and other reviewing agencies. The advice of the Contractor to the Owner, in working consultation with the Owner, shall be reduced to a formal Scope of Work for a Final Development Plan. The Contractor shall deliver the Final Development Plan Scope of Work as the final product under the terms of this agreement. Any further services will be as provided in a supplemental contract.

Contract No. 071996

Page 1 of 7

CONTRACT FOR PROFESSIONAL SERVICES

■

Obligations of the Owner

The Owner shall provide all necessary information regarding the legal description of the property, contract agreements that may affect the timely completion of the work to insure filing of a Preliminary Plan at the earliest date, easements, and any other contingent liability, that may adversely affect the Contractor or delay the completion of the Contractor's Obligations to the Owner. The Owner agrees to provide full disclosure of all matters affecting title to the land, as legally described under the terms of Real Estate Agreement between the Owner and V. Peter Tol, dated, August 5, 1994, and recorded August 15, 1994 in record of Skamania County, Washington, Book 145, Page 227 thru 240. Said land consisting of five parcels legally described as Exhibit A to the Real Estate Agreement. Full disclosure shall include the Owner's obligation to provide a complete copy of any Deed of Trust, Liens, and legal proceeding filed against the Owner, directly related to the described land, and providing the names and addresses of any silent owner or owners not recorded as a matter of record.

The Owner agrees to make payments to the Contractor for the Professional Services provided by the Contractor in accordance with the Terms of Payment for Professional Services. The Owner shall, with the assistance of the Contractor, make all applications to the City of North Bonneville, WA. for Preliminary Plan approval and pay such filing fees as may be required by said City.

The Owner shall make all final decisions, in consultation with the Contractor, regarding land use designations, density, open space, and lot sizing in a timely manner to insure expeditious completion of a Preliminary Plan for filing a formal application for Preliminary Plan processing and approval by the City of North Bonneville, WA. The Owner shall make all decisions, in consultation with the Contractor, regarding employment of other professionals, surveyors, engineers, or other consultants that may be necessary to meet the requirements imposed by the City or other reviewing agency, as a requirement for securing Preliminary Plan Approval by the City. Such approvals shall not be unreasonably withheld.

The Owner represents that he is not a party to any other contract, or obligation to any other person, in such manner that execution of this contract exposes the Contractor to a claim based on alleged interference with a business relationship. The Owner agrees to defend and save harmless the Contractor from liability for any such claim by third parties.

CONTRACT FOR PROFESSIONAL SERVICES

III

Terms of Payment for Professional Services

The Owner agrees herein to make payment to the Contractor and the Contractor agrees to accept payment for Professional Services provided to the Owner on the following basis:

1. **Base Fee** - Owner agrees to pay Contractor a monthly base fee in the amount of \$2,470.00, commencing on execution hereof. Such fee shall reflect payment for thirty-eight (38) hours, at the rate of \$65.00 per hour, expended by the Contractor in each calendar month. Such fee shall be payable upon receipt, by the Owner, of a monthly billing statement from the Contractor. Payment of the Basic Fee to Contractor shall be made on or before 15 calendar days from the date of billing. In addition, Owner shall be obligated to contractor at the rate of \$65.00 per hour, payable as provided in Section III, Paragraph 3, here of. Contractor will provide monthly detailed billings to substantiate all hours spent in providing professional services to the Owner.

2. **Expenses** - Owner will reimburse Contractor for all direct costs and disbursements by the Contractor in performance of professional service, here of, including but not limited to; telephone services, copies, photos & developing, map enlargements or reductions, postage, binding and publishing reports, as well as mileage at \$0.31/per/mile. Contractor will provide reasonable documentation in support of such billings, which shall be provided monthly. Such billings shall be paid on or prior to the 15th day of the month in which the billing is received by the Owner.

3. **Payment for Excess Time** - Owner agrees to pay contractor for the hours expended in excess of the 38 hours per calendar month, as referred to in subparagraph 1, Basic Fee, as follows:

(a) On sale or other transfer by the owner of any platted lot or lots or original parcel within the property identified and described on Exhibit "A", Owner shall pay Contractor an amount equal to five percent (5%) of the increased value of the land in said lot, lots or parcel, over the base value attributable to said land, until the total credit due Contractor (deferred payments for hours expended) for such excess hours has been paid. For purposes of this subparagraph, "Base Value" shall mean: The Owner's purchase price for the land, as set forth in the aforementioned Real Estate Agreement, together with all associated land development cost for professional services, legal fees, and technical reports, and on-site grading or clearing by construction or equipment contractors as of April 1, 1996. The "Base Value" is agreed to be, \$ 500,000.00, (Five Hundred Thousand Dollars).

CONTRACT FOR PROFESSIONAL SERVICES

III

Terms of Payment for Professional Services (Continued)

3. Payment for Excess Time - (Continued)

The Base Value shall be spread over the entire acreage to establish an average square foot base value. The "Base Value" for lots created by subdivision, short plat, or sale of any of the five (5) original parcels, identified in Exhibit A, shall be determined by applying the average square foot base value amount to the actual square footage of any lot created or parcel sold or transferred. The increase in value (Value Increase), to which the 5% payment obligation shall apply, shall be the difference between the actual value or sale price of any lot or parcel sold or transferred, at the time of sale or transfer, less the average square foot base value applied to said lot or parcel. Such payments shall be due within 15 days of the closing of a sale or execution of any transfer.

(b) Notwithstanding any other provision hereof, Owner will pay Contractor for such excess hours within five years of the execution of this contract.

4. Bonus or Incentive Fee - In addition to the foregoing, the Owner may elect to request Contractor to secure project financing, pursuant to a letter agreement to supplement this contract. In the event that Contractor secures such financing, Owner will pay Contractor a bonus or incentive fee equal to 10% of any direct payments (excluding loans) to the Owner, and equal to 7% of indirect payments through grant money which is directly beneficial to project development. Provided, that nothing herein shall be deemed an agreement to make or receive any payment in violation of any statute or regulation. Payments under this subparagraph shall be made within 15 days of the receipt of direct payment or upon completion of construction of improvements that are beneficial to the project. Owner, at his election, may defer payment of the 7% Bonus or Incentive Fee by requesting, in writing, that said 7% amount(s) be applied as a credit due Contractor under paragraph 3 of this Section III. Owner and Contractor agree that any form of supplemental agreement shall include provisions that the Owner shall not be charged at an hourly rate by Contractor for any hours expended in efforts to secure project financing. Expenses incurred shall be billed and reimbursed by the Owner, as set forth in paragraph 2 of this Section III.

CONTRACT FOR PROFESSIONAL SERVICES

IV

Sub-Contractor Services

The Contractor shall be authorized to employ the services of private, independent sub-contractors upon written authorization from the Owner. Written authorization shall include acceptance of a maximum fee, which shall be provided in itemized detail by said sub-contractor, prior to execution of any authorization by the Owner to the Contractor. Administration of any sub-contractor's services shall be performed by the Contractor in behalf of the Owner. Billing for sub-contractor services, if any, shall be mutually agreed to between the Owner and Contractor and incorporated as a specific element of the written authorization provided by the Owner.

V

Extra Services

Should the Owner desire or request services, in addition to those specified in the Scope of Services, such request or desire shall be made verbally and then reduced to written form as a contract addendum for signatures by the Owner and the Contractor. Fees for such extra services shall be billed at the hourly rate for professional services, as specified in Section III, paragraph (1). Reimbursement for expenses incurred shall be billed and paid in accordance with Section III, para (2).

VI

Ownership of Contractor's Work Products

Upon payment in full by the Owner to the Contractor for all payments due and payable under Section III of this agreement, all documentation and data, including that which may be electronically stored in a computer, shall become the property of the Owner. The Contractor may retain copies of all such materials for his own records.

VII

Termination

Termination of this contract shall take place at such date as approval of the Preliminary Plan, by the City of North Bonneville, is received by the Owner, and the Contractor has delivered the Final Development Plan Scope of Work.

CONTRACT FOR PROFESSIONAL SERVICES

It is hereby agreed that, in accordance with the above stated terms and conditions together with the Scope of Services, attached hereto and made a part hereof, the Owner and Contractor have reached agreement on the Professional Services to be provided by the Contractor and Terms of Payments to be made by the Owner as compensation to the Contractor for performance of said services, and enter into this agreement freely without any other conditions or reservation, and hereby agree to be bound by its terms and conditions. The Owner specifically agrees that the percentage value payments @ %5 of the Value Increase on all land, as set forth in Section III, paragraph (3) shall be a binding obligation upon the Owner, assigns, and heirs, that may be involved in the sale, trade or transfer of lots or parcels created or sale of original parcels under this agreement. The Contractor's entitlement for receipt of said deferred payments shall inure to the benefit of his heirs.

In Witness Whereof, the parties hereto have affixed their signatures to this agreement for Professional Services.

Owner

Richard Beckman
Richard Beckman

Contractor

Pollard R. Dickson
Pollard R. Dickson

State of Washington)

County of Skamania)

On this 8th day of JULY, 1996 personally appeared before me **Richard Beckman**, Owner, and **Pollard Dickson**, Contractor, known to me to be the individuals named herein and who executed the foregoing Agreement, and acknowledged that they signed the same as their free and voluntary act and deed for the purposes, terms, conditions, and obligations stated therein.

GIVEN under my hand and official seal.



Debi J. Barnum DEBI J. BARNUM
Notary Public in and for the State of
Washington residing at CANAS
County of CLARK

Contract No. 1996-000000

SCOPE OF SERVICES

Contract for Professional Services No. 071996

1. Preliminary Plan -

(a) Preliminary Plan Application - Prepare and complete a preliminary master development plan as required for application to the City of North Bonneville for Preliminary Plan processing and approval. The Preliminary Plan and Application shall include but not be limited to the following:

(1) Development Plan Narrative - Prepare a preliminary development plan narrative report for submittal to the City of North Bonneville, with the development plan maps and illustrations, describing the scope of the preliminary development plan, densities, land use patterns, and phasing of development. The narrative report shall also include the Owner's statement of desired local governmental coordination to assist the project to early construction. The narrative report will be bound and individual copies supplied to each Planning Commission and City Council member. Additional copies will be supplied and delivered to other local Skamania County agencies as the coordination strategy requirements may dictate.

(2) Maps & Illustrations - Prepare site maps clearly illustrating the preliminary master development plan together with tables defining average lot sizes for designated land use patterns within the development plan. Maps shall articulate street layout, pedestrian pathways, equestrian trails, open spaces, sensitive environmental areas such as wetlands and other habitat.

(b) Responses to Reviewing Agency Comments - Prepare responses to all agency comments to the Preliminary Plan as required by the City of other agency to secure Preliminary Plan approval.

2. Interagency Coordination -

(a) Agency Identification - Prepare a listing of agencies at the Local, State, and Federal levels together with mailing address for each, specific individual contact people within same, telephone and fax communications numbers, and identify various programs within each agency that may apply to the development plan desired by the Owner. Undertake correspondence and telephonic communications with said agency contacts to establish a working relationship with each agency. Set up meetings between said agency contacts and the Owner as may be required to directly assist in gaining support for approval of the Preliminary Plan and establish the necessary working relationships essential to Final Plan Approvals.

SCOPE OF SERVICES

2. Interagency Coordination (Continued)

(b) Resource Library - Establish and maintain an indexed library for use by the Owner and Contractor in evaluation of agency program eligibility requirements, application process and procedures, and resource availability.

(c) Correspondence - Prepare draft letters for both inquiry and response communications by the Owner to local, state, and federal agencies as may be necessary for project purposes.

(d) Project Strategy - Prepare a project strategy report for use by the Owner in undertaking all interagency coordination that provides potential for leveraging project financing and Final Plan Approval by the City of North Bonneville.

3. Project Management -

(a) Preliminary Plan Design Development - Manage and supervise all elements for Preliminary Plan Design and application to the City of North of North Bonneville.

(b) Project Organizational Structure - Prepare a Project Organizational Recommendation for the Owner as advice regarding the organizational format under which the Final Development Plan should proceed to insure optimal opportunity to instill confidence in local, state, & federal agencies, and, to gain the best position at leveraging financing for project development and marketing.

(c) Contract Management - Undertake management responsibilities for the preparation of any private sub-contractor(s) service or construction contracts and supervision of said private sub-contractor(s). Said management services to include evaluation of any fee or cost estimates presented to the Owner, justification of payments for work performed, advice on resolution of disputes, and preparation of additional service requests as may be directed by the Owner or made necessary by conditions unknown at the time to the Owner or Contractor.

4. Background Research -

(a) Existing Land - Identify and document all recorded information affecting title to the land described in Exhibit A. Owner shall supply Contractor a copy of the Robert Dean, Professional Land Surveyor, record for review of work already completed by said surveyor.

(b) Environmental Data & Assessments - Identify and document all data and public domain reports that may apply to the land described in Exhibit A.

SCOPE OF SERVICES

5. Environmental Checklist (SEPA) -

(a) SEPA Checklist - Prepare SEPA checklist for signature by the Owner as part of the Preliminary Plan Application to the City.

(b) Response to Comments - Prepare and where necessary manage the preparation of required responses to the City and other agency comments to the submitted SEPA Checklist as part of Preliminary Plan review responses and Interagency coordination requirements.

6. Demographics & Real Estate Market Assessment -

(a) Real Estate Assessed Valuations - Document and tabulate 1996 real estate assessed valuations for all land in the City of North Bonneville as of June 1996.

(b) Current Sales and New Construction - Document and tabulate all current sales in the City of North Bonneville as of July 31, 1996. Document and tabulate all current sales and new construction, residential & multi-family, in Skamania County as of June 1, 1996. Said documentation and tabulation to be the cost of construction as recorded in building permits or the price of sale, on recorded with Skamania County.

(c) Comparative Analysis - Prepare and tabulate comparative land and housing cost for the City of North Bonneville, Skamania County, and Clark County to the west. If available through public records and documentation, provide additional comparison with land and housing cost for Klickitat County to the east.

(d) Demographics - Prepare and tabulate North Bonneville demographics from the annual North Bonneville municipal census. Document the projected 1996 demographics for North Bonneville, Skamania County, and the State of Washington, as published in Population Trends by the state Office of Fiscal Management. Provide comparative tables for analysis of the North Bonneville, County & State projections. Provide documentation of Market Place Demographics used by economist and banks in standard analysis of trends for the following: (1) 10 mile radius - NB center, (2) 20 mile radius - NB center, & (3) 30 mile radius - NB center. Provide comparative table illustrating the different projections and estimates to the actual data for North Bonneville.

7. Final Development Plan Scope of Work -

Prepare and index a detailed Final Development Plan Scope of Work for the project, upon approval of the Preliminary Plan by the City.

BOOK 198 PAGE 756

BOOK 145 PAGE 239

SUBJECT REAL PROPERTY: TOL TO BECKMAN

EXHIBIT "A"

PARCEL I

That portion of the G.W. JOHNSON D.L.C. in Sections 20 and 17, Township 2 North, Range 7 East of the Willamette Meridian, described as follows:

Beginning at the Northwest corner of the said JOHNSON D.L.C.; thence South 17 degrees 30' East 2,327.16 feet to a point on the North bank of Greenleaf Slough; thence North 76 degrees 18' East 81 feet; thence North 80 degrees 23' East 133 feet; thence North 84 degrees 06' East 177 feet; thence North 77 degrees 08' East 357 feet; thence North 71 degrees 22' East 339 feet; thence East 220 feet; thence North 2,220 feet to the North line of the said JOHNSON D.L.C.; thence South 83 degrees West 1,983 feet to the point of beginning; EXCEPT that portion thereof which lies within the 300 foot strip of land acquired by the UNITED STATES OF AMERICA for the BONNEVILLE POWER ADMINISTRATIONS'S electric power transmission lines.

PARCEL II

That portion of the S.M. HAMILTON D.L.C. in Section 20, Township 2 North, Range 7 East of the Willamette Meridian, lying Southerly of the 300 foot strip of land acquired by the UNITED STATES OF AMERICA for the BONNEVILLE POWER ADMINISTRATIONS'S electric power transmission lines and Northerly of the North line of Primary State Highway No. 8, EXCEPT that portion thereof lying Southerly of the Northerly shore of Greenleaf Slough; AND EXCEPT that portion thereof lying Westerly of Hamilton Creek conveyed to KENNETH C. COLE and LOUISE M. COLE, husband and wife, by deed dated December 13, 1965, and recorded December 15, 1965, at Page 159 of Book 55 of Deeds, under Auditor's File No. 66079, Records of Skamania County, Washington.

---continued---

BOOK 198 PAGE 757

BOOK 145 PAGE 240

EXHIBIT "A"
Page Two

ORDER NO. 18822

PARCEL V

All of that portion of the GEORGE W. JOHNSON D.L.C. in Section 20, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington lying Northerly of the center of the channel of Greenleaf Slough.

EXCEPT that portion conveyed to VERN PETER TOL by instrument recorded in Book 66, Page 439.

Pollard R. Dickson

P. O. Box 216 North Bonneville, Washington 98639-0216

(509) 427-8488

April 26, 2000

Mr. Richard Beckman

P. O. Box 421

North Bonneville, WA 98639-0421

**Re: Contract No. 071996 - Professional Services
Billing Statement - April 26, 2000 Due & Payable May 1, 2000
Billing Summary Professional Services - Deferred Hours**

Dear Dick,

Enclosed herewith is a current billing statement for Professional Services under Contract #071996, dated July 8, 1996, which provides a complete billing summary for billing for all Basic Fee amounts for 1996, 1997 & 1998. All Basic Fee Professional Services, including those originally billed June 1, 1998 and noted in my letter to you, dated March 14, 2000 are included. The billed amount due and payable May 1, 2000 totals \$33,656.25. Please note that the billing statement includes the notice that as of May 1, 2000 any unpaid balance will be subject to interest at an annual rate of 12% applied as 1% per month periodic rate. You will begin receiving a monthly statement each month from this time forward until the balance is paid in full.

Also enclosed is a separate Billing Statement providing for Deferred Hours under the terms of our Contract. Please note my letter to you, dated March 14, 2000, regarding the billing and payment for deferred hours under Section III, Paragraph 3, Sub-paragraphs (a) & (b) for terms of payment. Attached to the Deferred Hours Statement is a Billing Statement Summary denoting Deferred Hours for Calendar Years 1996, 1997 & 1998. Please take note once again that under the terms of payment provisions specific payments are due upon the closing of any transaction on the land for sale, trade or transfer. Secondly, notwithstanding any such sale, transfer or trade the total balance is due and payable on July 8, 2001.

Sincerely Yours,


Pollard R. Dickson

PRD:pd;file

Enclosures: (1) Billing Statement April 26, 2000 - Professional Services-Basic Fees
(2) Billing Statement April 26, 2000 - Prof. Services - Deferred Hours
(3) Billing Statement Summaries - Years 1996, 1997 & 1998

Billing Statement

April 26, 2000

Professional Services Calendar Years 1996, 1997 & 1998

Contract for Professional Services #071996

Dated --- July 8, 1996

1. **Calendar Year 1996 Basic Fees - First Billed June 1, 1998
w/ 1997 Calendar Year Expenses - (See billing
Letter, June 1, 1998 w/statements and March 14, 2000
Letter - Billing Notice of Past Due amount with accrued
interest at 12% - 1% per month periodic rate)
March 14, 2000 billing w/ interest = \$13,256.05 - 3/01/2000.
Billing with interest accrued - 4/01/2000 - 5/01/2000 ----- \$13,522.50**
2. **Calendar Year 1997 Basic Fees - Billed this date
April 26, 2000 -- Due and Payable May 1, 2000**
 - a. Basic Fees Calendar Year 1997 - 282.0 hours @ \$65.00/hr. = \$18,330.00
 - b. Excess Hours - Deferred - 320.25 hours billed in separate billing.
3. **Calendar Year 1998 Basic Fees - Billed this date
April 26, 2000 -- Due and Payable May 1, 2000**
 - a. Basic Fees Calendar Year 1998 - 27.75 hours @ \$65.00/hr. = \$ 1,803.75
 - b. Excess Hours - Deferred - None
 - c. Expenses - Calendar Year 1998 - ----- = \$ 107.10

Total Professional Services & Expenses ----- = \$33,656.25

The amount billed, \$33,656.25 is due and payable May 1, 2000.

The included amount of \$13,522.50 reflect addition of accrued interest at 12% - 1% per month periodic rate from the date of first billing June 1, 1998.

Note: Total Professional Service for hours expended over and above the Basic Fee hours each month are billed separately in billing statement to reflect the provisions that said payment due under Section III, Para. 3, Contract #071996 is properly billed and noted for the billing record. Said payment or payments are due as provided on the closing of any sale or transfer of the land and in total no later than July 8, 2001.

Billing Statement

April 26, 2000

Direct Expenses Calendar Year 1998**Contract #071996 -- Professional Services****1. Maps, Prints, Copies, Enlargements & Reductions**

- a. Photo Copy Center ----- \$ 2.07
- b. Skamania County Auditor - Records ----- \$ 63.14
(Deeds, Blue Lines, Recordings - Dean vs Beckman
March 3, 1998 thru March 24, 1998)

2. Fax Transmittals

- 1 fax transmittal to James J. Mason Attorney - D vs B - \$ 2.07

3. U.S. Postage

- Mailings by U.S. Mail ----- \$ 1.01

4. Mileage - Travel Expenses

- a. February 1998 --- 69.3 miles @ \$.31/mile = \$21.48
- b. March 1998 ----- 55.9 miles @ \$.31/mile = \$17.33
- Sub-Total miles 1998 Expense ----- \$38.81 -- \$ 38.81

Total Expenses Calendar Year 1998 ----- \$107.10

Expense amount billed April 26, 1998 is subject to
interest at 12% - 1% per month periodic rate commencing
on May 1, 2000 until paid in full.

Billing Statement

April 26, 2000

Professional Services Calendar Years 1996, 1997 & 1998

Contract for Professional Services #071996

Dated -- July 8, 1996

Billing for "Excess Time"- Section III, Paragraph 3, (a) & (b)

1. Calendar Year 1996 - Deferred Hours Billing

- a. Excess Hours over Basic Fee Hours ----- 173.0 hours
(See Billing Statement Summary - Attached)
- b. Billing amount due - 173.0 hr. @ \$65.00/hr. = \$9,643.40
Due and Payable upon Sale or Trade or Transfer of any
portion of or parcel of land covered by Contract #071996 - under
Sub-paragraph (b) of paragraph 3, Section III, in no event later
than July 8, 2001.

2. Calendar Year 1997 - Deferred Hours Billing

- a. Excess Hours over Basic Fee Hours ----- 320.25 hours
(See Billing Statement Summary - Attached)
- b. Billing amount due - 320.25 hr. @ \$65.00/hr. = \$20,816.25
Due and Payable upon Sale or Trade or Transfer of any
portion of or parcel of land covered by Contract #071996 - under
Sub-paragraph (b) of paragraph 3, Section III, in no event later
than July 8, 2001.

3. Calendar Year 1998 - Deferred Hours Billing

- a. Excess Hours over Basic Fee Hours ----- 0.00 hours
(See Billing Statement Summary - Attached)

Total Deferred Professional Service Hours 493.25 hrs

Total Professional Services Payment Due and Payable
Under Contract #071996, Section III, Paragraph 3, (a) & (b)
493.25 hours @ \$65.00/hr. = \$32,061.25

\$32,061.25

Billing Statement Summary

Calendar Year 1996

Professional Services Contract #071996

1. July 8, 1996 Thru August 7, 1996

- a. Basic Fee - Deferred to Excess Hours
(See Dec. 30, 1996 Billing Statement)
- b. Excess Hours - deferred hours from billing
as Basic Fee hours - 28 hours @ \$65.00/hr. ----- 28 hours

2. August 8, 1996 thru September 7, 1996

- a. Basic Fee - Billed December 30, 1996 with
Letter dated Dec. 31, 1996 together with
billing for expenses - July 1996 thru Dec. 1996
Billing Total -- \$3,227.64
38 hours @ \$65.00/hr. = \$2,470.00 plus expenses
of \$757.64. Expenses Payment Only made on 2/20/97
in the amount of \$757.64 by Check No. 1004 - Riverview
Basic Fee Paid in part in the amount of \$2,000.00 by
Check #1023 - Riverview on 3/25/97 (Returned for
Insufficient Funds). Demand made for Payment -
New Check Issued in the amount of \$2,470.00 for
Payment of Basic Fee billed on December 31, 1996.
Check # 1034 - in amount of \$2,470.00 - Riverview.
- b. Excess Hours - Deferred hours under Section III, Para. 3,
Contract #071996 - hours over and above Basic Fee
Hours --- 8.5 hours @ \$65.00/hr. ----- 8.5 hours

3. September 8, 1996 thru October 7, 1996

- a. Basic Fee - 38 hours @ \$65.00/hr. = \$2,470.00
Billed on June 1, 1998 - Payment not made
See Billing Letter Notice dated March 14, 2000
- b. Excess Hours - Deferred hours under Section III, Para. 3,
Contract #071996 - hours over and above Basic Fee
Hours --- 89.5 hours @ \$65.00/hr. ----- 89.5 hours

Page 2 --- Contract #071996 Billing Summary -- Calendar Year 1996

4. October 8, 1996 thru November 7, 1996

- a. Basic Fee - 38 hours @ \$65.00/hr. = \$2,470.00
Billed on June 1, 1998 - Payment not made
See Billing Letter Notice dated March 14, 2000
- b. Excess Hours - Deferred Hours under Section III, Para. 3,
Contract #071996 - Hours over and above Basic Fee
Hours --- 36.5 hours @ \$65.00/hr. ----- 36.5 hours

5. November 8, 1996 thru December 7, 1996

- a. Basic Fee - 38 hours @ \$65.00/hr. = \$2470.00
Billed on June 1, 1998 - Payment not made
See Billing Letter Notice dated March 14, 2000
- b. Excess Hours - Deferred Hours under Section III, Para. 3,
Contract #071996 - Hours over and above Basic Fee
Hours --- 10.5 hours @ \$65.00/hr. ----- 10.5 hours

6. December 8, 1996 thru December 31, 1996

- a. Basic Fee - 20.5 hours @ \$65.00/hr. = \$1,332.50
Billed on June 1, 1998 - Payment not made
See Billing Letter Notice dated March 14, 2000
- b. Excess Hours - None

Total Professional Service Hours above Basic Fee 173.0 hours

Total 1996 Professional Service Basic Fee Hours - Paid = 38 hrs.

Total 1996 Professional Service Basic Fee Hours - Not Paid = 134.5 hrs.*

* See accounting and billing statements June 1, 1998 and Letter Notice March 14, 2000. Unpaid Basic Fees billed are subject to payment of interest at 12% per annum on the period monthly rate of 1% for the unpaid balance due and payable.

Total 1996 Excess Hours over and above Basic Fee hours = 173.00 hrs

Credit for payment of Excess Hours @ 24.64 hours - 24.64 hrs**

Total 1996 Excess Hours Payable - Contract Terms 148.36 hrs.

Total 1996 Excess Hours Payment due on Contract \$9,643.40 ***

** See Billing Statement Letter Dated May 21, 1998 & Check #1185 Riverview

*** Due and Payable under terms of Contract #071996, Section III, Para. 3, "Payment for Excess Time"

Billing Statement Summary

Calendar Year 1997

Professional Services Contract #071996

1. January 1, 1997 thru January 31, 1997

- a. Basic Fee - 38 hours @ \$65.00/hr. = \$2,470.00
Billing Statement - April 26, 2000 with interest
@ 12% - 1% per month periodic commencing May 1, 2000.
- b. Excess Hours - Deferred hours under Section III, Para. 3,
Contract #071996 - hours over and above Basic Fee
Hours --- 67 hours @ \$65.00/hr. ----- 67 hours

2. February 1, 1997 thru February 28, 1997

- a. Basic Fee - 38 hours @ \$65.00/hr. = \$2,470.00
Billing Statement - April 26, 2000 with interest
@ 12% - 1% per month periodic commencing May 1, 2000.
- b. Excess Hours - Deferred hours under Section III, Para. 3,
Contract #071996 - hours over and above Basic Fee
Hours --- 116.25 hours @ \$65.00/hr. ----- 116.25 hours

3. March 1, 1997 thru March 31, 1997

- a. Basic Fee - 38 hours @ \$65.00/hr. = \$2,470.00
Billing Statement - April 26, 2000 with interest
@ 12% - 1% per month periodic commencing May 1, 2000.
- b. Excess Hours - Deferred hours under Section III, Para. 3,
Contract #071996 - Hours over and above Basic Fee
Hours --- 100 hours @ \$65.00/hr. ----- 100.00 hours

4. April 1, 1997 thru April 30, 1997

- a. Basic Fee - 38 hours @ \$65.00/hr. = \$2,470.00
Billing Statement - April 26, 2000 with interest
@ 12% - 1% per month periodic commencing May 1, 2000.
- b. Excess Hours - Deferred hours under Section III, Para. 3,
Contract #071996 - Hours over and above Basic Fee
Hours --- 9 hours @ \$65.00/hr. ----- 9.00 hours

Page 2 --- Contract #071996 Billing Summary -- Calendar Year 1997

5. May 1, 1997 thru May 31, 1997

- a. Basic Fee - 38 hours @ \$65.00/hr. = \$2,470.00
Billing Statement - April 26, 2000 with interest
@ 12% - 1% per month periodic commencing May 1, 2000.
- b. Excess Hours - Deferred hours under Section III, Para. 3,
Contract #071996 - hours over and above Basic Fee
Hours --- 6 hours @ \$65.00/hr. ----- 6.00 hours

6. June 1, 1997 thru June 30, 1997

- a. Basic Fee - 38 hours @ \$65.00/hr. = \$2,470.00
Billing Statement - April 26, 2000 with interest
@ 12% - 1% per month periodic commencing May 1, 2000.
- b. Excess Hours - Deferred hours under Section III, Para. 3,
Contract #071996 - hours over and above Basic Fee
Hours --- 12 hours @ \$65.00/hr. ----- 12.00 hours

7. July 1, 1997 thru August 31, 1997

- a. Basic Fee - No hours Expended
- b. Excess Hours - None
(Note: Mr. Beckman requested delay until Stabler
Litigation resolved & Timber Sold)

8. September 1, 1997 thru September 30, 1997

- a. Basic Fee - 38 hours @ \$65.00/hr. = \$2,470.00
Billing Statement - April 26, 2000 with interest
@ 12% - 1% per month periodic commencing May 1, 2000.
- b. Excess Hours - 10 hours @ \$65.00/hr. ----- 10.00 hours
(Note: Mr. Beckman served with Legal Papers
by McKenzie/Sato & requested assistance to proceed
with Counter Claim against Dean Surveying - Professional
Services provided in coordination with legal counsel)

9. October 1, 1997 thru October 31, 1997

- a. Basic Fee - 12 hours @ \$65.00/hr. = \$780.00
Billing Statement - April 26, 2000 with interest
@ 12% - 1% per month periodic commencing May 1, 2000.
- b. Excess Hours - None ----- 0.00 hours

Page 3 -- Contract #071996 Billing Summary -- Calendar Year 1997

10. November 1, 1997 thru November 30, 1997

- a. Basic Fee - 4 hours @ \$65.00/hr. = \$260.00
 Billing Statement - April 26, 2000 with interest
 @ 12 % - 1% per month periodic Commencing May 1, 2000
- b. Excess Hours - None ----- 0.00 hours

11. December 1, 1997 thru December 31, 1997

- a. Basic Fee - None
- b. Excess Hours - None ----- 0.00 hours

Total Professional Service Hours above Basic Fee 320.25 hours

Total 1997 Professional Service Basic Fee Hours = 282.0 hours
 282.0 hrs. @ \$65.00/hr. = \$18,330.00 Billed April 26, 2000 &
 subject to interest at 12 % - 1% per month periodic commencing
 May 1, 2000. ----- \$18,330.00

Total 1997 Excess Hours Payable -- 320.25 hours
Total 1997 Excess Hours Payment Due Contract #071996
 320.25 @ \$65.00/hr. = \$20,816.25 ----- \$20,816.25*

* Due and Payable under terms of Contract #071996, Section III, Para. 3,
 "payment for Excess Time."

Billing Statement Summary

Calendar Year 1998

Professional Services Contract #071996

1. January 1, 1998 thru January 31, 1998

- a. Basic Fee - None
- b. Excess Hours - None ----- 0.00 hours

2. February 1, 1998 thru February 28, 1998

- a. Basic Fee - 10.5 hours @ \$65.00/hr. = \$682.50
Billing Statement - April 26, 2000 with interest
@ 12% - 1% per month periodic commencing May 1, 2000.
- b. Excess Hours - None ----- 0.00 hours

3. March 1, 1998 thru March 31, 1998

- a. Basic Fee - 17.25 hours @ \$65.00/hr. = \$1,121.25
Billing Statement - April 26, 2000 with interest
@ 12% - 1% per month periodic commencing May 1, 2000.
- b. Excess Hours - None ----- 0.00 hours

4. April 1, 1998 thru December 31, 1998

- a. Basic Fee - None
- b. Excess Hours - None ----- 0.00 hours

Total 1998 Excess Hours Payable -- 0.00 hours 0.00 hours

**Total 1998 Professional Service Basic Fee Hours = 27.75 hours
27.75 hrs. @ \$65.00/hr. = \$1,803.75 - Billed April 26, 2000 &
subject to interest at 12% - 1% per month periodic commencing
May 1, 2000 ----- \$1,803.75**