



Return Address:

Four horizontal lines for return address.

Received \$0.00 Excise tax levied pursuant to Chapter 114 Laws Ex. 1991  
063046 JUDY AINSLIE  
AFF. NO. COWLITZ COUNTY TREAS.  
Date JUN 20 2006 Deputy

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM (Cover Sheet) (RCW 65.04)

Please print or type information

<p><b>Document Title(s)</b> (or transactions contained therein):</p> <p>1. 2. Real Estate Agreement 3. 4.</p>
<p><b>Reference Number(s)</b> of Documents assigned or released:</p> <p>Additional reference #'s on page ____ of document.</p>
<p><b>Grantor(s)</b> (Last name first, then first name and initials)</p> <p>1. 2. Dan Class 3. 4.</p> <p><input type="checkbox"/> Additional names on page ____ of document.</p>
<p><b>Grantee(s)</b> (Last name first, then first name and initials)</p> <p>1. 2. Deer LLC 3. 4.</p> <p><input type="checkbox"/> Additional names on page ____ of document.</p>
<p><b>Legal Description</b> (abbreviated: i.e. lot, block, plat or section, township, range)</p> <p>Additional legal is on page ____ of document.</p>
<p><b>Assessor's Property Tax Parcel/Account Number</b></p> <p><input type="checkbox"/> Assessor Tax # not yet assigned.</p>
<p>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 provided herein.</p>

TEN 9.C

**REAL ESTATE PURCHASE AND SALE AGREEMENT**

**RECEIVED from DEER LLC, hereinafter called "Purchaser" the sum of ~~Twenty~~ Twenty Thousand (\$ 10,000.00) in the form of a Check payable to Class Development N.W. Inc., as earnest money in part payment of the purchase price of real estate in Cowlitz County, State of Washington, legally described as follows:**

**See Exhibit "A" attached, being approximately 28 acres and described as Parcel "A" with noted exceptions.**

**(Escrow is authorized to insert/correct over signatures of the parties an accurate legal description of the property.)**

**Total purchase price is Three Million Six Hundred Thousand Dollars (\$ 3,600,000.00).**

**The form of conveyance shall be by real estate contract. The general form of the contract is attached hereto as Exhibit "B".**

**The method of payment under the real estate contract is described as follows:**

**A. No money is required to be paid down at closing. The unpaid balance shall bear interest at Four Per Cent Per Annum, payable quarterly. The entire unpaid balance of the purchase price shall be paid in full three years from the date of closing.**

**B. Purchaser shall be entitled to deed releases as follows: On Parcel Exhibit "A" \$300,000 per lot with a minimum of \$75,000 down per lot (2 acres) and \$75,000 at the closing of a home sale. Purchaser shall provide seller with a valid legal description, confirming that the property released is a legal lot of record, approved by Cowlitz County. No parcel may be landlocked.**

**C. Purchaser to pay real property taxes on current basis for all property, and furnish proof of payment to seller prior to their default.**

**D. Seller agrees to subordinate the land and balance owed to a loan obtained by purchaser for purposes of developing the land. The funds obtained by such loan shall only be used by purchaser for improvements to the property. At the time of subordination, if lender should so request, Seller will deliver to purchaser a Statutory Warranty Deed in partial fulfillment of the real estate contract, covering all land within the requested area. In the event a Warranty Deed is so delivered, then purchaser shall deliver to seller, a promissory note and deed of trust, payable to the seller for the unpaid balance owed for such property. The deed of trust shall be second and subordinate only to the lender's deed of trust.**

**Payment terms of the note and Deed of Trust shall be identical to what would otherwise have been required under the real estate contract, and will be paid in full not later than when a completed lot, or a completed lot with home on it, are sold to a consumer.**

**There are no contingencies except:**

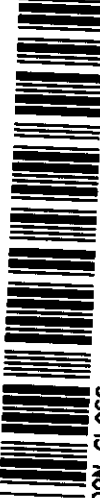
- a. Inspection of Title Report.**

3302504

Page: 2 of 9

06/29/2006 11:11F

40.00 Cowlitz County



DAN CLASS

REESAG

3302504  
Page: 3 of 9  
06/29/2006 11:11f  
40.00 Cowlitz County  
REESAG  
DAN CLASS

b. A determination of feasibility of the project. This investigation shall be pursued diligently, and this contingency shall be removed within 20 days for date hereof.

Purchaser shall be entitled to access on the property, and for purchaser's agents, for the purpose of survey, soil samples, civil engineering, and other tasks needed to complete any zoning and platting required. Purchaser shall pay for all such work done, and shall hold seller harmless from any bills, liens, or claims for such work as purchaser may do or have done on the property. Purchaser to make application for preliminary plat approval of any large lot tracts within a reasonable time after the feasibility study has been completed. Seller agrees to sign any documents reasonably required for the platting process.

The property is to be conveyed by Real Estate Contract, free of encumbrances, except: easements if any of public record.

Facsimile transmission of any signed original document and retransmission of any signed facsimile document shall be the same as delivery of an original. At the request of any party, or the Closing Agent, the parties will confirm facsimile transmitted signatures by signing an original document.

Possession (except as noted herein) shall be delivered upon closing. Real property taxes to be prorated as of closing date.

Risk of loss for fire, or casualty during the pendency of this transaction is upon the seller until the date of closing.

The covenants and promises of this agreement shall survive closing and passage of title.

There are no verbal or other agreements which modify or affect this agreement. To become effective, any modifications must be in writing and signed by the party to be charged therewith.

Dated and signed this 21 day of MAY, 2006.

  
Signature of Buyer

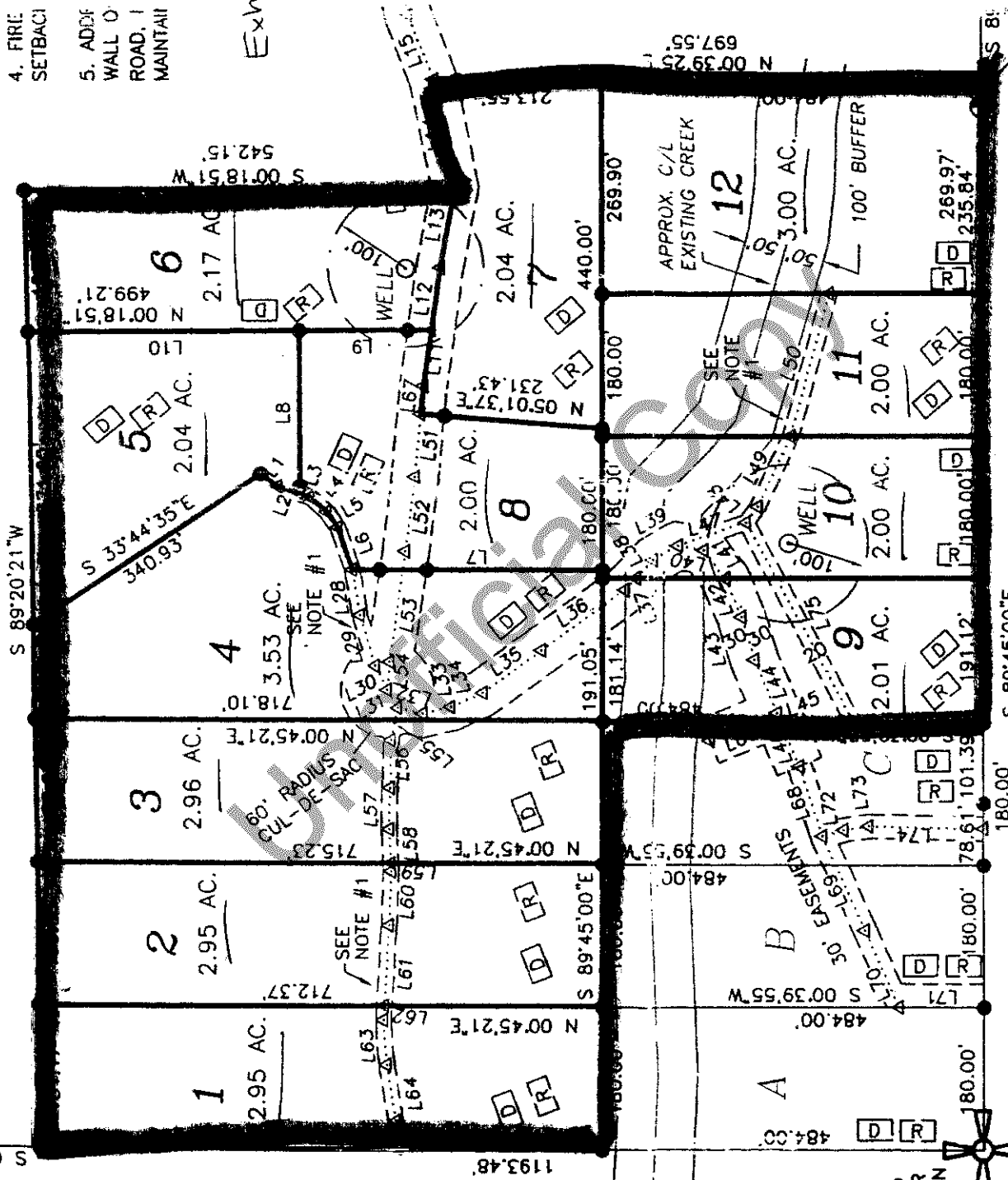
  
Signature of Seller



- OF THE AREA SHALL PROVIDE DRAINAGE
- 4. FIRE SETBACK
- 5. ADEQUATE WALL OR ROAD, TO MAINTAIN

Exhibit "A"

DRAINFIELD RESERVE AREA, EXCEPT IN CONFORMANCE WITH THE REQUIREMENTS OF THE COWLITZ COUNTY SOILS SPECIALIST OR COWLITZ COUNTY HEALTH DEPARTMENT.



1211.81'  
S 89°20'21"W

S 89°45'00"E  
1316.99'

W1/1  
CALC P...

LINE C

LINE CALL TABLE

LINE CALL TABLE

R. SEC. 35  
IND 5/8" REBAR  
CAP LS 9130, ON  
BY #2

L TABLE

Ring	Distance
1'13" W	27.69'
1'47" W	30.35'
1'47" W	13.01'
1'47" W	28.68'

**EXHIBIT A**

**PARCEL :**

**A PORTION OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 6 NORTH, RANGE 1 WEST, W.M., IN COWLITZ COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**ALL OF SEGREGATED TRACTS 17, 18, 19 AND THE SOUTHERLY PORTION OF TRACT 12 WHICH IS BOUNDED ON THE NORTH BY THE PRODUCTION OF THE NORTH LINE OF TRACT 19 EASTERLY NORTH 89 20' 6" EAST FROM THE NORTHEAST CORNER OF TRACT 19 TO THE EASTERLY LINE OF SAID TRACT 12, AS SHOWN ON SURVEY RECORDED IN VOLUME 22, PAGE 102 UNDER AUDITOR'S FILE NO. 3115278 EXCEPT THE SOUTH 484 FEET OF THE WEST 540 FEET OF TRACT 18.**

**TOGETHER WITH THE NON-EXCLUSIVE EASEMENT APPURTENANT, 60 FEET IN WIDTH, FOR ALL ACCESS, INGRESS, EGRESS AND UTILITY PURPOSES EXTENDING FROM SHIRLEY GORDON COUNTY ROAD WESTERLY TO THE PROPERTY ABOVE DESCRIBED UPON WHICH AN EXISTING GRAVEL FOREST MANAGEMENT ROAD IS CONSTRUCTED. THE CENTERLINE OF SAID EASEMENT COINCIDES WITH TRACT BOUNDARIES COMMON WITH TRACTS 14 AND 15, 14 AND 16, 13 AND 16, 13 AND 17, AND 12 AND 17.**

THIS SKETCH IS PROVIDED, WITHOUT CHARGE, FOR YOUR INFORMATION. IT IS NOT INTENDED TO SHOW ALL MATTERS RELATED TO THE PROPERTY INCLUDING, BUT NOT LIMITED TO, AREA, DIMENSIONS, EASEMENTS, ENCROACHMENTS, OR LOCATION OF BOUNDARIES. IT IS NOT PART OF, NOR DOES IT MODIFY THE COMMITMENT OR POLICY TO WHICH IT IS ATTACHED. THE COMPANY ASSUMES NO LIABILITY FOR AN MATTER RELATED TO THIS SKETCH. REFERENCE SHOULD BE MADE TO AN ACCURATE SURVEY FOR FURTHER INFORMATION.

SCALE: 1" = 400'



1211.81' S 89°20'21"W

AND SE1/4 SW1/4 OF SEC. 25 - T.6N. - R.17W., W.M. COWLITZ COUNTY, WASHINGTON

TR. 12

TRACTS 17, 18, 19, AND A PORTION OF TRACT 12 OF SURVEY FILED IN BOOK 22, PAGE 102, UNDER AUDITOR'S FILE NO. 3115278.

EXHIBIT "A"

1193.48' N 00°39'55"E

NEW LINE S 89°45'00"E 484.00'

NEW LINE S 00°39'55"W 484.00'

NEW LINE S 00°39'55"W 484.00'

NEW LINE S 00°39'55"W 484.00'

NEW LINE S 00°39'55"W 484.00'

NEW LINE S 00°39'55"W 484.00'

NEW LINE S 00°39'55"W 484.00'

NEW LINE S 00°39'55"W 484.00'

NEW LINE S 00°39'55"W 484.00'

NEW LINE S 00°39'55"W 484.00'

NEW LINE S 00°39'55"W 484.00'

NEW LINE S 00°39'55"W 484.00'

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

400'

1211.81' S 89°20'21"W

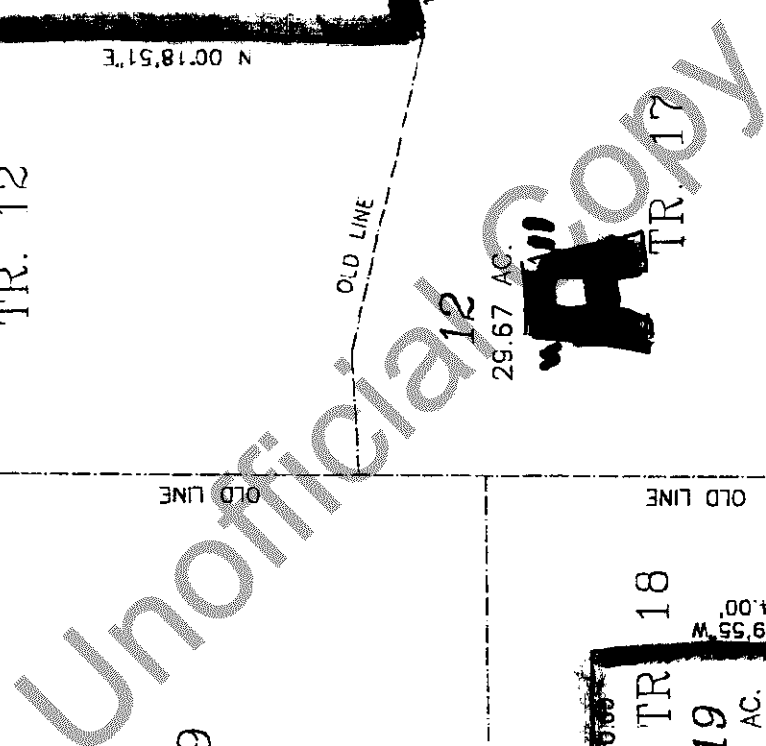
400'

1211.81' S 89°20'21"W

PREPARED BY:  
BLUHM & ASSOCIATES  
LAND SURVEYORS, INC.  
JOB#03-590\_BLA.dwg COMP2  
97-208-8.crd KB'S COMP  
FEBRUARY 4, 2004

NOTE #1: 60' EASEMENT FOR INGRESS, EGRESS, AND UTILITIES.

NE COR. SEC. 35 180.00' 10 VARSITY DR. S 89°45'00"E 1316.99' W1/16 COR. N. LINE SEC. 36 S 89°45'00"E 34.13'





October 21, 2004  
Job#03-590.doc  
Computer #4  
Client: Dan Class

**"A"**  
(New Tract 17)

That portion of Tract 18 of Survey filed in Volume 22, Page 102, under Auditor's File No. 311528, described as follows: The West 180.00 feet of even width of the South 484.00 feet of even width of the Southwest Quarter of the Southwest Quarter of Section 25, Township 6 North, Range 1 West, W.M., Cowlitz County, Washington. Together with and subject to easements and conditions of record.

**"B"**  
(New Tract 18)

That portion of Tract 18 of Survey filed in Volume 22, Page 102, under Auditor's File No. 311528, described as follows: The East 180.00 feet of even width of the West 360.00 feet of even width of the South 484.00 feet of even width of the Southwest Quarter of the Southwest Quarter of Section 25, Township 6 North, Range 1 West, W.M., Cowlitz County, Washington. Together with and subject to easements and conditions of record.

**"C"**  
(New Tract 19)

That portion of Tract 18 of Survey filed in Volume 22, Page 102, under Auditor's File No. 311528, described as follows: The East 180.00 feet of even width of the West 540.00 feet of even width of the South 484.00 feet of even width of the Southwest Quarter of the Southwest Quarter of Section 25, Township 6 North, Range 1 West, W.M., Cowlitz County, Washington. Together with and subject to easements and conditions of record.



Exp. RT 3  
**3302504**  
Page: 8 of 9  
06/29/2006 11:11A  
Cowlitz County



STATE OF  
WASHINGTON

**MASTER LICENSE SERVICE**  
PO Box 9034 • Olympia, WA 98507-9034 • (360) 664-1400  
**REGISTRATIONS AND LICENSES**

Unified Business ID #: 602 026 352  
Business ID #: 1

Expires: 04-30-2006

DEER L.L.C.  
465 VARSITY RD  
KALAMA WA 98625

DOMESTIC LIMITED LIABILITY COMPANY  
Renewed by Authority of Secretary of State

Unofficial Copy

The licensee named above has been issued the business registrations or licenses listed. By accepting this document the licensee certifies the information provided on the application for these licenses was complete, true, and accurate to the best of his or her knowledge, and that business will be conducted in compliance with all applicable Washington state, county, and city regulations.

*Elizabeth A. Luce*  
Director, Department of Licensing



3302504  
Page: 9 of 9  
06/29/2006 11:11A  
40.00 Cowlitz County

REESAG  
DAN CLASS

# Promissory Note

(STRAIGHT)

\$ 10,000.00 ..... May 21 ..... 2006  
..... after date, without grace, for value received,

DEER LLC, 465 VARSITY RD. KALAMA, WA 98625 ..... promises to pay to  
CLASS DEVELOPMENT N.W. INC. 465 VARSITY RD. 98625

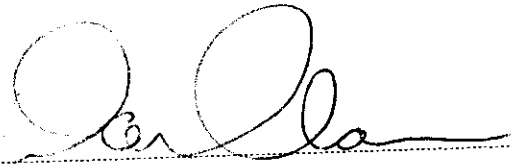
or order, at ..... DOLLARS,  
the sum of Ten thousand (\$10,000.00)

with interest thereon at the rate of 4 ..... per cent per annum from date hereof, payable Lump sum NOV. 21, 2006

Principal and interest payable at the office of CLASS DEVELOPMENT NW INC  
at 465 VARSITY RD KALAMA WA 98625 If any

interest shall remain unpaid after due, this note shall become due and payable at once without further notice, at the option of the holder thereof.

This note shall bear interest at the maximum legal rate per annum after maturity or after failure to pay any interest payment, and if this note shall be placed in the hands of an attorney for collection or if suit shall be brought to collect any of the principal or interest of this note I promise to pay a reasonable attorney's fee. Each maker of this note executes the same as a principal and not as a surety.



DEER LLC 465 VARSITY RD  
KALAMA WA 98625

Unofficial Copy