

REAL ESTATE CONTRACT

THIS AGREEMENT made and entered into this 7 day of November, 1963, by and between JOHN TOL and LA RENA TOL, husband and wife, hereinafter called the "Sellers" and the PORT DISTRICT OF NORTH BONNEVILLE, a municipal corporation of the State of Washington, hereinafter called the "Purchaser", WITNESSETH:

WHEREAS the parties hereto have heretofore agreed by instrument dated July, 1963, that the Purchaser shall buy and the Sellers shall sell certain real property situated at or near North Bonneville, Skamania County, Washington, as generally referred to in said instrument, the exact description thereof to be determined by survey, and

WHEREAS, the Purchaser by resolution No. 1-63 duly and regularly resolved to enter into and execute the aforementioned contract to sell signed by the Sellers on the 11th day of July, 1963, for an agreed price of \$25,800.00, and

WHEREAS, the Sellers have obtained a survey of said premises and have heretofore submitted copies of the survey plat made by Clark H. Eldridge, County Engineer for Skamania County, to the Purchaser, and the Purchaser has accepted orally the tract locations and areas as depicted in said survey plat and as hereinafter described,

NOW, THEREFORE, for and in consideration of the stipulations and payments as hereinafter contained, the Sellers agree to sell and the Purchaser agrees to buy the following described premises situate in the County of Skamania, State of Washington, to-wit:



-1-

No. 4421
TRANSACTION EXCISE TAX

JUL 20 1964

Amount Paid Transp
Theodore O. Ransell
Skamania County Treasurer
By Beverly J. Halligo, Sec.

Tract "A"

A tract of land in Section 20, Township 2 North, Range 7 East of the Willamette Meridian as follows:

Beginning at a point which is South 2,408.20 feet and West 677.56 feet from the Northeast corner of Section 20, Township 2 North, Range 7 East of Willamette Meridian and which is marked by a United States Engineer Corps brass monument. Thence North $0^{\circ} 21'$ East, 164.05 feet to the southerly right of way line of the State Highway No. 8; thence South $64^{\circ} 14'$ West along the southerly right of way line of said Highway 1,000.0 feet; thence South $25^{\circ} 46'$ East 328.02 feet to the northerly right of way line of the Spokane, Portland and Seattle Railway; thence North $61^{\circ} 11'$ East along said railway right of way line 970.0 feet more or less to an intersection with westerly line of the B. B. Bishop Donation Land Claim No. 39; thence North $44^{\circ} 57'$ West along said Donation Claim Line 125.54 feet to the point of beginning.

Tract "B"

A tract of land in Section 20, Township 2 North, Range 7 East of the Willamette Meridian as follows:

Beginning at a point which is South 2,408.20 feet and West 677.56 feet from the Northeast corner of Section 20, Township 2 North and Range 7 East of Willamette Meridian and which is marked by a United States Engineer Corps brass monument; thence South $44^{\circ} 57'$ East along the westerly line of the B. B. Bishop Donation Land Claim No. 39, 450.18 feet to the southerly right of way line of the Spokane, Portland and Seattle Railway which is the true point of beginning of described tract. Thence South $61^{\circ} 11'$ West along the said Right of Way line 1,060.00 feet; thence South $21^{\circ} 49'$ East 1,915.02 feet to an intersection with the meander line along the Columbia River; thence North $48^{\circ} 15'$ East along said meander line along the Columbia River 125.32 feet; thence North $59^{\circ} 45'$ East along said meander line 527.24 feet to an intersection with the East line of Section 20; thence North $0^{\circ} 21'$ East along said Section line 1,599.23 feet to an intersection with the southwesterly line of the B. B. Bishop donation Land Claim; thence North $44^{\circ} 57'$ West along said Donation Land Claim line 482.23 feet to the point of beginning.

Together with an easement over existing roads over and across the lands in all of that portion of the George W. Johnson Donation Land Claim No. 38, lying in Section 20, Township 2 North, Range 7 East of the Willamette Meridian which lies south of the right of way line of Primary State Highway 8 (being U. S. Highway No. 830) and westerly of the tract herein conveyed, said easement to provide the Purchaser with access to the large Railroad Underpass on Seller's remaining premises;

RESERVING, however, unto the Sellers the right to use any and all existing roads presently on the described premises herein sold and as such roads may be later improved.

The terms and conditions of this contract are as follows:

The purchase price is TWENTY FIVE THOUSAND EIGHT HUNDRED AND NO/100 (\$25,800.00) DOLLARS, of which Six Hundred and No/100 (\$600.00) Dollars has been paid, the receipt whereof is hereby acknowledged and the balance of said purchase price in the sum of Twenty-five Thousand Two Hundred and No/100 (\$25,200.00) Dollars shall be paid in six (6) annual installments of not less than Four Thousand Two Hundred and No/100 (\$4,200.00) Dollars each payment, the first of which payments shall commence on April 1, 1964, and be payable thereafter on or before the first day of April of each succeeding year until the purchase price is fully paid. No interest shall be chargeable on the deferred balance.

The Purchaser is entitled to take possession of said premises on date hereof.

The Purchaser assumes all hazards of damage to or destruction of any improvements now on said land or hereafter to be placed thereon.

The Purchaser agrees that full inspection of said described premises has been made and that neither the Sellers nor their assigns shall be held to any covenant respecting the condition of any improvements on said premises nor to any agreement for improvements or repairs unless the covenant or agreement relied upon be in writing and attached to and made a part of this contract. The Purchaser expressly agrees that it takes the premises as hereinabove described in its present condition.

The Purchaser covenants and agrees that it will provide from its budgeted revenues a sufficient sum to pay the annual payments as hereinbefore set forth.

The Sellers agree on full payment of said purchase price in the manner hereinbefore specified, to make, execute and deliver to the Purchaser a good and sufficient warranty deed to said premises.

Time is of the essence of this contract. In case the Purchaser shall fail to make any payment of said purchase price promptly at the time the same shall fall due as hereinbefore specified, the Sellers may elect to declare a forfeiture and cancellation of this contract and upon such election being made, all rights of the Purchaser hereunder shall cease and determine and any payments theretofore made by the Purchaser hereunder shall be retained by the Sellers in liquidation of all damages sustained by reason of such failure. Service of all demands, letters or other papers with respect to such declaration of forfeiture and cancellation may be made by registered mail at the following address, to-wit:

Port District of North Bonneville
North Bonneville, Washington;

or at such other address as the Purchaser shall indicate to the Sellers in writing. Or the Sellers may elect to bring action, or actions, on any intermediate overdue installment, or on any payment, or payments, made by the Seller and repayable by the Purchaser, it being stipulated that the covenant to pay intermediate installments or to pay items repayable by the Purchaser, are independent of the covenant to make a deed and that every such action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default, and no waiver by the Sellers of any default on the part of the Purchaser shall be construed as a waiver of any subsequent default.

The Sellers agree, upon full payment of this contract, to procure from Washington Title Insurance Company a purchaser's policy of title insurance, insuring the Purchaser to the full amount of the said purchase price against loss or damage by reason of defect in the title of the Sellers to the said described premises or by reason or prior liens not assumed by the Purchaser under this agreement.

In any suit or action to enforce any covenant of this contract or to collect any installment payment or any charge arising therefrom, the Purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first herein written.

John W. Tol
Loree Tol
 SELLERS

PORT DISTRICT OF NORTH BONNEVILLE
Skamania County, Washington

By Paul Olson
 Commissioner

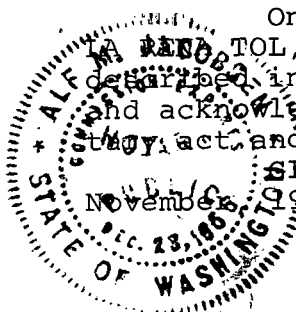
Ray R. Whitlock
 Commissioner

P. E. Cal
 Commissioner

STATE OF WASHINGTON)
 : ss.
 COUNTY OF KLINKITAT)

PURCHASER

On this day personally appeared before me JOHN TOL and LOREE TOL, 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 7th day of November, 1963.



Alfred M. Jacobson
 Notary Public in and for the State
 of Washington, residing at
 Goldendale.