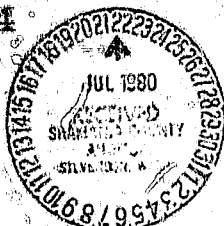


91004

BOOK 78

PAGE 466



REAL ESTATE CONTRACT  
AND EXCHANGE AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of June, 1980, by and between WALTER G. HOCKINSON, a single person, hereinafter referred to as the Seller, residing in Carson, Washington, and SKAMANIA FIRE DISTRICT NO. 1, by and through its' duly elected Board of Fire Commissioners, hereinafter referred to as the Purchaser, WITNESSETH:

That the Seller agrees to sell and the Purchaser agrees to purchase the following described real estate, to-wit:

Beginning at a point 30 feet East and 120 feet North of the Southwest corner of the Southeast Quarter of the Southeast Quarter (SE4SE4) of Section 20, Township 3 North, Range 8 E.W.M.; thence East 100 feet; thence North 50 feet; thence West 100 feet; thence South 50 feet to the place of beginning, situated in Skamania County, State of Washington,

upon the following terms and conditions:

1. Consideration: The consideration to be paid to the Seller by the Purchaser is FIVE THOUSAND DOLLARS (\$5,000.00) in cash upon the signing of this agreement. In addition thereto the Purchaser agrees to transfer to the Seller the following described real estate, to-wit:

LOT 3, Block B of the Town of Carson, according to the official plat thereof on file with the Skamania County Auditor,

which has an appraised value of FIVE THOUSAND DOLLARS (\$5,000.00), for a total consideration to be paid by the Purchaser to the Seller of TEN THOUSAND and no/100 DOLLARS (\$10,000.00).

2. Title Insurance: The Seller shall furnish the Purchaser and the Purchaser shall furnish the Seller, title insurance insuring that each of the parties has good and sufficient title to the property which they are transferring to the other prior to and up to the date of closing.

3. Inspection of Properties: The Purchaser represents that they have inspected the property to be purchased from the Seller and that they are aware that there may be an encroachment along the northerly line of said property and that the Seller makes no warranties or representations as to the ability to remove said encroachment; that Purchaser purchases with full knowledge and acceptance of the same.

4. Condition of Property: Except as provided above both parcels of real property represent unimproved real estate located in the area known as Carson, Washington, and are free of encumbrances except those of record.

5. Date of Possession: It is agreed that the parties shall each have possession of their respective parcels of property herein described as of the 10<sup>th</sup> day of July, 1980, provided that all the terms and conditions of this agreement are fully complied with.

6. Taxes and Assessments: (A) Purchaser agrees to pay all taxes and assessments, if any, legally levied against the property which they are purchasing hereunder subsequent to this date, before the same shall become delinquent.

(B) The Seller agrees to pay all taxes and assessments, if any, legally levied against the property which he is taking in exchange, subsequent to this date, before the same shall become delinquent.

7. Deed: The Seller agrees, on full payment of the purchase price in the manner hereinbefore specified, including the recordation of a Warranty Deed from Purchaser to Seller on that property Seller is taking as part of purchase price, to execute and deliver to Purchaser a Warranty Deed to the real estate sold hereunder, free and clear of encumbrances, except those mentioned herein.

8. Time is of the essence of this agreement. If the Purchaser shall fail to comply with or perform any covenant or agreement hereof promptly at the time and in the manner herein required, the Seller may elect to declare a forfeiture by written notice to Purchaser, and at the expiration of thirty days thereafter this agreement shall be at an end and null and void if in the meantime the terms of this agreement have not been complied with by Purchaser. In such event any payments

91004

BOOK 78

PAGE 468

made hereunder shall be forfeited to Seller as liquidated damages and the Seller shall have the right to re-enter and take possession.

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

Walter G. Hockinson  
(Seller)

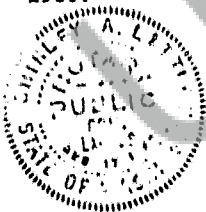
SKAMANIA FIRE DISTRICT NO. 1, by:

G. D. Massey  
S. Douglas Ohnemus  
Board of Fire Commissioners (Purchaser)

STATE OF WASHINGTON )  
County of Skamania ) ss.

I, the Undersigned, a Notary Public in and for the State of Washington, residing at Stevenson, do hereby certify that on this 30th day of June, 1980, personally appeared before me WALTER G. HOCKINSON, referred to as the seller herein, and G. L. MADDUX and S. DOUGLAS OHNEMUS, constituting a majority member of the Board of Fire Commissioners, Skamania County Fire District No. 1, all known to me to be the individuals described in and who executed the within instrument and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes herein mentioned.

GIVEN UNDER MY HAND and official seal this 30th day of June, 1980.



Shirley A. Little  
Notary Public in and for the State of Washington, residing at Stevenson

91004

No. **7603**  
**TRANSACTION EXCISE TAX**

JUL 22 1980  
Amount Paid Eight

Skamania County Treasurer  
By William G. Arnold

STATE OF WASHINGTON ) ss.  
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

Robert K. Leick

at Stevenson, Wa.

AT 4:15 PM July 1980

WAS RECORDED IN BOOK 78

NO. Recd AT PAGE 466

SCORDE OF SKAMANIA COUNTY, WASH

W. J. Leick

COUNTY AUDITOR

W E. McFarland

DEPT - 3-

REGISTERED	
INDEXED: DIR	X
INDEXED: I	X
RECORDED	
COMPARED	X
MAILED	