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2-6-27-4-202

REAL ESTATE CONTRACT

This REAL ESTATE CONTRACT executed this date between SCHOOL DISTRICT NO. 2, SKAMANIA COUNTY, WASHINGTON, a municipal corporation of said County and State, hereinafter referred to as "Seller", and JAMES E. CARLSON and JEAN L. CARLSON, husband and wife, hereinafter referred to as "Purchaser",

W I T N E S S E T H :

That for and in consideration of the covenants and agreements hereinafter provided, the Seller hereby agrees to sell and convey to Purchaser, and the Purchaser agrees to buy of the Seller the following described real property, hereinafter referred to as the "premises" or the "property", upon the terms and conditions provided in this contract.

DESCRIPTION OF PROPERTY: Situated in the County of Skamania, State of Washington:

A tract of land located in the Southwest quarter of Southeast quarter of Section 27, Township 2 North, Range 6 East of the Willamette Meridian, described as follows: Lot 2 of SKAMANIA SCHOOL DISTRICT No. 2 short plat recorded November 20, 1984, in Book 3 of Plats, page 70, under Auditor's File No. 98511, records of said County.

TOGETHER WITH a perpetual easement for ingress, egress and utility purposes over a strip of land 20 feet in width as delineated on the aforesaid short plat running from the above described property in a Northerly and Westerly direction to the Woodard Creek County Road.

TOGETHER WITH a perpetual easement to maintain a septic tank drainage field to serve the residence on the aforesaid Lot 2 in the present location of the same in the Easterly portion of the Southerly half of Lot 1 of the aforesaid short plat.

SUBJECT TO easement for a logging truck road as granted to Pope and Talbot, Inc., by instrument recorded in Book 42 of Deeds, page 130, Auditor's File No. 50984, records of said County.

TOGETHER WITH easement for access to and from the property herein sold to the County Road on and over the logging truck road as mentioned in the preceeding paragraph.

SUBJECT TO easement for water pipeline as provided in the deed recorded in Book 48 of Deeds, page 446, records of said County and subject to an easement for a water pipeline along the Easterly portion of said property if the subject pipeline is installed on the property above described.

TOGETHER WITH and SUBJECT TO a perpetual easement to lay and maintain a water pipeline running from the residence on Lot 1 of the aforesaid short plat in an Easterly and Northerly direction across Lot 2 of said short plat to the spring located approximately 30 feet East of the Northeast corner of said Lot 2 and the water reservoir located about 100 feet North of the Northeast corner of said Lot 2, together with the right to use water therefrom for domestic purposes, all as more particularly described in Item No. 6 entitled "WATER EASEMENT AND AGREEMENT", as hereinafter provided in this contract.



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MILLER & LAHMANN
ATTORNEYS AT LAW
335 N.E. 5TH AVE
CAMAS WASHINGTON 98607
AREA CODE 206 - TELEPHONE 634 3502

With County subdivision ordinances
County Assessor - By: *[Signature]*

AND AS CONDITIONS HEREOF THE PARTIES COVENANT AND AGREE AS FOLLOWS:

1. CONSIDERATION AND PAYMENT: The total purchase and sale price for the aforesaid real property is the sum of FORTY-THREE THOUSAND SEVEN HUNDRED FOUR AND 37/100 DOLLARS (\$43,704.37), of which Purchaser has paid to Seller the sum of FOUR THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$4,500.00) upon the execution of this contract, the receipt whereof Seller hereby acknowledges. The balance of the purchase price in the amount of \$39,204.37 shall be due and payable in monthly installments of THREE HUNDRED FIFTY AND NO/100 DOLLARS (\$350.00), or more at Purchaser's option, commencing on December 1, 1984, and continuing on the first day of each month thereafter until December 1, 1989, upon which date the entire balance of the purchase price and interest shall be paid in full. The declining principal balances of the purchase price shall bear interest from November 1, 1984, at the rate of ten percent (10%) per annum, and the monthly installments shall be first applied to the interest accruing from month to month, and the balance shall be credited to the principal.

2. TAXES, INSURANCE AND ASSESSMENTS: Seller warrants that any real property taxes and assessments against the property are paid to the date of this contract. Purchaser covenants to seasonably pay all such real property taxes and any other governmental or municipal assessments thereafter levied on the property during the performance of this contract. Purchaser further covenants during the performance of this contract, at his sole expense, to keep the insurable buildings on the property continually insured against fire and extended coverage through a policy or policies issued by a company or companies authorized to transact such insurance business in the State of Washington to the full insurable value of the same, with proceeds of such insurance payable to the parties herein as their interests shall appear. Such policies of insurance or other proof of such insurance shall be delivered to Seller, and such policies shall contain an endorsement or other provisions to the effect that in event of cancellation of such insurance, notice of such cancellation shall be furnished to Seller by certified mail not less than ten (10) days prior to cancellation. In event of an insurable loss and the payment of insurance proceeds to Seller, then any sums so paid shall be credited upon the unpaid balance of this contract, except that in event of a partial loss the proceeds of the insurance may, with Seller's approval, be applied to the expenses of repair occasioned by any such partial loss.

3. INSPECTION AND RISK OF LOSS: Purchaser agrees that he has fully inspected the real property herein bargained to be sold and is relying on no representations or warranties except as expressed in this contract. Purchaser assumes the risk of loss or damage to said property by fire or otherwise, and agrees that the destruction of said property, in whole or in part, or that the taking of said property or any part thereof for public use, shall not constitute a failure of consideration on the part of the Seller.

4. POSSESSION, USE AND TITLE: Purchaser shall be entitled to the possession of the property upon the execution of this contract and thereafter while this contract is not in default, except that Seller reserves the privilege of inspecting the property at all reasonable times concerning the performance of this contract. Purchaser covenants to use the premises in a lawful manner, to commit or suffer no waste thereof, to maintain the same in a good state of repair and maintenance, and to refrain from performing any material alterations to the property, its buildings or improvements, except with Seller's prior written consent. Purchaser covenants further to seasonably pay all charges incurred in connection with

the premises for repairs, utilities, improvements or otherwise, to the end that no liens for the same may attach to the property. If Purchaser shall fail or neglect to make any such payments, shall fail to pay the taxes or assessments thereon, shall neglect any other charge which in the opinion of the Seller may attach as a lien to the premises, or shall fail to properly repair or maintain the premises or its improvements, then Seller may, at his election, make any such payments, or perform any such repairs or maintenance, and any sums so paid by Seller shall be repayable by Purchaser on demand, or Seller may, at his election, add the amount thereof to the unpaid balance of this contract.

Upon the complete payment and performance of this contract Seller covenants to execute and deliver to Purchaser a warranty deed in statutory form conveying the property as herein described and otherwise free of liens or encumbrances as of the date of this contract. Seller shall not warrant against any such liens or encumbrances that may be incurred or suffered by Purchaser subsequent to the date of this contract. Seller will furnish to Purchaser as soon as procurable a policy of title insurance in the amount of the purchase price insuring purchaser's interest in the property pursuant to this contract.

5. PERFORMANCE AND DEFAULT: Time and exact performance in all things shall be of the essence of this contract. In event of default by Purchaser in the payment of the several sums herein provided, or in event of the failure or neglect of Purchaser to perform the several terms and conditions of this contract, and said default having continued for a period of fifteen (15) days, then Seller may declare Purchaser's interest hereunder forfeited and may repossess the property, retaining any sums theretofore paid as liquidated damages for such failure to perform and for the use and occupancy of the premises. Seller may in the alternative bring action on any intermediate overdue installments or upon any payments made by Seller and repayable by Purchaser, and the institution of any such action shall not constitute an election of remedy as to any subsequent default. The waiver by Seller of any breach of this contract shall not be construed as a waiver of said covenants or of any future breach of any term of this contract.

In event a legal or equitable action is commenced to enforce any rights under this contract or for the forfeiture of the same, then the prevailing party shall be entitled to a reasonable sum as attorney fees in said suit. It is agreed that any notice required by law concerning the enforcement or forfeiture of this contract may be made by registered or certified United States mail, addressed to Purchaser's last known mailing address, or to such specific address as Purchaser may hereafter designate to Seller in writing.

6. WATER EASEMENT AND AGREEMENT: It is understood that the domestic water requirements for the residence on the property sold herein and for the residence on Lot 1 of said short plat will be provided from the existing spring and water reservoir system now installed on property of Seller adjoining the parcel herein sold, and which spring is located approximately 30 feet East of the Northeast corner of said Lot 2 of said short plat, and which water reservoir is located approximately 100 feet North of said Northeast corner, and which reservoir is connected to the spring by a pipeline and pumping system to provide water from the reservoir when and if the supply from the spring is inadequate. Seller therefore grants to Purchaser a perpetual easement to take and use the water from said system for the reasonable

domestic requirements of the single family residence located on said Lot 2, together with a perpetual easement to lay and maintain a water pipeline running as aforesaid from said reservoir and spring in a Southwesterly direction to the residence on said Lot 2, and which pipeline shall continue therefrom in a Northwesterly direction to the residence on said Lot 1 of said short plat, together with a perpetual easement to enter on the subject property for the inspection and maintenance of said water pipeline and water system. It is understood that other parties have established rights to take and use water from said reservoir, and the rights and privileges provided herein are granted subject to the rights of said other parties. The owners of the aforesaid Lots 1 and 2 will share equally in the expense for the maintenance and operation of said spring and pumping system and that portion of the water pipeline serving both such lots, and said owners of said lots will share in the expense for the operation of this system, including electricity charges for the pump, in proportion to their consumption of water therefrom. No party by the execution of this document or otherwise assumes any responsibility to any other party or person concerning the quality or quantity of water produced from said water system. The rights, privileges and obligations provided herein shall be appurtenant to and deemed covenants running with the aforesaid lands, and the same shall inure to and shall be binding on the parties herein and their successors in interest as to said lands.

IN WITNESS WHEREOF, the parties have executed this contract this 20th day of December, 1984.

SCHOOL DISTRICT NO. 2, SKAMANIA
COUNTY, WASHINGTON

By: Noreen L. Haske
Noreen L. Haske, President

SELLER

James E. Carlson
James E. Carlson

Jean L. Carlson
Jean L. Carlson

PURCHASER

STATE OF WASHINGTON)
) ss.
County of Clark)

On this 20th day of December, 1984, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared NOREEN L. HASKEW, President of SCHOOL DISTRICT NO. 2, SKAMANIA COUNTY, WASHINGTON, a municipal corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal this 20th day of December, 1984, the day and year first above written.

[Signature]
Notary Public in and for the State
of Washington, residing at

98752

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STATE OF WASHINGTON)
) ss.
County of Clark)

On this day personally appeared before me JAMES E. CARLSON and JEAN L. CARLSON, 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 seal this 20th day of December, 1984.

[Signature]
Notary Public in and for the State
of Washington, residing at
[Signature]

No. 10136
TRANSACTION EXCISE TAX
DEC 31 1984
Amount Paid 46.00
By Clark County Treasurer

CLARK COUNTY TITLE CO.
PO BOX 1308
VANCOUVER, WA 98660
DEC 31 84
0000 220

William
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