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BOOK 85 PAGE 263

SK-13947

01-05-19-0-0-1100

RELINQUISHMENT OF REAL ESTATE CONTRACT

IT IS HEREBY AGREED by and between DAVID R. NEVITT and LINDA S. NEVITT, husband and wife, by JOHN R. SANDELIUS, their Attorney in Fact under Power of Attorney dated August 10, 1982, and WILLIAM MCKINNEY and THERESA MCKINNEY, husband and wife, to whom an undivided One-half (1/2) Vendee's interest was conveyed by the Nevitts under Quit Claim Deed, hereinafter called the Purchasers, and CASTLE & COOKE, INC., a Hawaiian corporation, hereinafter called the Seller, that in consideration of the relinquishment by the Purchasers of the hereinafter described real estate contract and forbearance of the Seller from prosecution of an action by it against the Purchasers for forfeiture of said contract, costs and attorney's fees, the Parties hereto mutually agree as follows, to-wit:

1. The Purchasers shall tender possession of said premises peacefully to the Seller or Seller's agent, returning said property in as good condition as when originally purchased. Said land is now vacant and unoccupied.

2. The Purchasers shall absolve, hold harmless and indemnify the Seller from any claims incurred by the Purchasers relative to said real estate owing to any third persons, except for real estate taxes or assessments.

3. The Seller shall absolve the Purchasers of all liability under said real estate contract, including court costs, recording fees, and attorney's fees upon the peaceful return of said real estate by the Purchasers to the Seller or Seller's agent; EXCEPT That the Purchasers Nevitt herein shall pay for the costs of clearing title in the Seller, including recording fees and attorney's fees. The Seller acknowledges that it is accepting said property back subject to delinquent taxes.

4. Each party hereto releases the other party of all liability under said real estate contract and recognize that said contract has been abandoned and all rights thereunder are hereby forfeited and at an end.

5. In consideration of such release, the purchasers above-named hereby grant, convey and quitclaim all of their right, title and interest, in and to the hereinafter described real estate, to the Seller, in total relinquishment of their interests.

6. The real estate contract as to which this document pertains was dated August 20, 1982, filed for record August 30, 1982, under Auditor's File No. 94649, in Volume 81 of Deeds, page 450, records of Skamania County, Washington, and covered the following described real estate, to-wit:

Government Lots One (1), Two (2), Three (3) and Four (4) of Section Nineteen (19), Township One (1) North, Range Five (5) East of the Willamette Meridian;

Except that portion conveyed to the State of Washington recorded July 21, 1925 in Book "U" of Deeds at page 354-356, records of Skamania County, Washington,

Also except that portion conveyed to the Portland & Seattle Railway Company, a corporation, recorded February 16, 1907 in Book "K" of Deeds at page 265 & 266, records of Skamania County, Washington,

10550 REAL ESTATE EXCISE TAX

NOV 5 1985

PAID

SKAMANIA COUNTY TREASURER

HANIGAN & JOHNSON, Inc., P.S.
ATTORNEYS AT LAW
P.O. Box 39—Hanigan Bldg.
CATHLAMET, WASHINGTON 98612
TELEPHONE 206-795-3494

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Transaction in compliance with County subdivision ordinance.
Skamania County, Washington
By: _____

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Subject to:

Any question that may arise due to shifting or change in the course of the Columbia River or due to said river having shifted or changed its course.

Rights of the State of Washington in and to that portion of said premises, if any, lying in the bed of the Columbia River, if said river is navigable.

Right in the general public to the unrestricted use of all the waters of a navigable body of water not only for the primary purpose of navigation, but also for corollary purposes; including (but not limited to) fishing, boating, bathing, swimming, water skiing and other related recreational purposes, as those waters may affect the tidelands, shorelands or adjoining uplands and whether the level of the water has been raised naturally or artificially to a maintained or fluctuating level, all as further defined by the decisional law of this state. (affects all of the premises subject to such submergence)

This property is subject to State Highway #14 right of way and Burlington Northern Railroad right of way and all other easements and restrictions of record.

Situate in the County of Skamania, State of Washington.

Executed in triplicate this 28th day of October, 1985.

DAVID R. NEVITT and LINDA S. NEVITT, By:

John R. Sandelius
John R. Sandelius, Attorney in
Fact under Power of Attorney
dated August 10, 1982

William McKinney
William McKinney

Accepted on behalf of
CASTLE & COOKE, INC., By:

Theresa McKinney
Theresa McKinney

George B. Hanigan, of Attorneys
for Castle & Cooke

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 28th day of October, 1985, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JOHN R. SANDELIUS as

HANIGAN & JOHNSON, Inc., P.S.
ATTORNEYS AT LAW
P.O. Box 39—Hanigan Bldg.
CATHLAMET, WASHINGTON 98612
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Attorney in Fact for DAVID R. NEVITT and LINDA S. NEVITT, husband and wife, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 28th day of October, 1985

William McKinney
Notary Public in and for the
State of Washington, residing
at King

STATE OF WASHINGTON)
COUNTY OF PACIFIC) ss.

On this day personally appeared before me WILLIAM MCKINNEY and THERESA MCKINNEY, 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 18th day of October, 1985.

Frances J. Carter
Notary Public in and for the
State of Washington, residing
at Raymond

STATE OF WASHINGTON)
COUNTY OF PACIFIC)
THE UNDERSIGNED, THAT THE WITHIN
INSTRUMENT OF WRITING FILED BY
SHAMMOMA COUNTY TITLE CO
OF STEVENSON, WA
AT 4:00 P. NOV 5 1985
WAS
FILED 263
REC'D BY W. McKinney CLERK WITH
A. Davis COUNTY AUDITOR

HANIGAN & JOHNSON, Inc., P.S.
ATTORNEYS AT LAW
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