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BOOK 108 PAGE 352

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SKAMANIA CO. WASH

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AUDITOR
GARY M. OLSON

REAL ESTATE CONTRACT

CONTRACT, made and entered into this 14th day of December, 1987, by and between **THE PORT OF SKAMANIA COUNTY**, hereinafter called the "Seller", and **BRYAN S. MATHANY** and **KIMBERLEN S. MATHANY**, husband and wife, and **MICHAEL SLATTERY** and **JUDY SLATTERY**, husband and wife, as tenants in common, hereinafter called the "Purchasers",

WITNESSETH: Seller agrees to sell to the Purchasers and the Purchasers agree to purchase from the Seller the following described real estate, with the appurtenances thereto, in Skamania County, State of Washington:

Beginning at the Northwest corner of the Northeast quarter of Section 1, Township 3 North, Range 7 East, Willamette Meridian, Skamania County, Washington;

Thence South 89° 12' 28" East, along the North line of said Section 1, a distance of 496.61 feet;

Thence South 0° 36' 46" West a distance of 25.00 feet to the true point of beginning;

Thence South 0° 36' 46" West 320.00 feet;

Thence North 89° 12' 28" West 380.00 feet;

Thence North 0° 21' 23" East 244.00 feet;

Thence South 89° 12' 28" East 45.00 feet;

Thence North 0° 21' 23" East 76.01 feet;

Thence South 89° 12' 28" East 336.43 feet to the true point of beginning;

Containing 2.7 acres more or less, which real property is also known as Lot 2 of the Port of Skamania County Short Plat;

TOGETHER with an easement for ingress and egress across Lot 3 of the Port of Skamania County Short Plat 20 feet in width adjacent to and along the East boundary of said Lot 2 commencing at the Northeast corner thereof and extending 50 feet to the South; and

An easement for ingress and egress across Lot 1 of the Port of Skamania County Short Plat 20 feet in width adjacent to and along the West boundary and the South boundary of Lot 4 of said Short Plat and adjacent to and along the West boundary of said Lot 2.

The terms and conditions of this contract are as follows:

Price and Payment Terms

1. The purchase price is One Hundred Fifty Thousand and No/100 Dollars, (\$150,000.00), of which Forty Thousand and no/100 Dollars (\$40,000.00) has been paid, the receipt whereof is hereby

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REAL ESTATE EXCISE TAX

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PAID

SKAMANIA COUNTY TREASURER

Transaction in compliance with County Sub-Division Ordinance
Skamania County Assessor - By: *DM* 2-9-88

acknowledged. The balance of said purchase price shall be paid as follows:

- a \$1,393.45, or more at Purchasers' option, on or before the 14th day of January, 1988 and \$1,393.45 or more at Purchasers' option, on or before the 14th day of each succeeding calendar month thereafter until the balance of said purchase price shall have been fully paid.
- b The Purchasers further agree to pay interest on the diminishing balance of said purchase price at the rate of nine per cent (9%) per annum from the 14th day of December, 1987, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

2. All payments to be made hereunder shall be made at PO Box 413, Stevenson, Washington 98648, or at such other place as the Seller may direct in writing.

3. Purchasers, at their option, may pay the entire balance of the purchase price remaining due, or any part of such balance, at any time before maturity, without notice to Seller and without penalty.

Date of Closing

4. As referred to in this contract, "date of closing" shall be December 14, 1987.

Pro-rated Taxes and Insurance

5. Both taxes and insurance shall be pro-rated as between Seller and Purchasers as of the date of closing.

6. The Purchasers assume and agree to pay before delinquent all taxes and assessments, including but not limited to any governmental improvement assessments or charges that, as between grantor and grantee, may hereafter become a lien on said real estate. Upon the request of the Seller, Purchasers will show proof of said payments.

Inspection

7. The Purchasers agree that full inspection of said real estate has been made and that neither the Seller nor its assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the Purchasers or Seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and is attached to and made a part of this contract.

8. Purchasers are acquiring the property "as is" and Seller makes no representations or warranties except as to title as set forth herein. Without limiting the generality of the foregoing, Purchasers acknowledge that they have made their own independent investigation respecting the property and will be relying entirely thereon and on the advice of any consultant they may retain. Purchasers may not rely upon any representation of any party

whether or not such party purports to act on behalf of Seller, unless the representation is expressly set forth therein or in a subsequent document executed by Seller. All representations, warranties, understandings, and agreements between Purchasers and Seller are merged herein and shall not survive closing.

9. Purchasers specifically acknowledge and agree that a bridge crane is located on the premises and that, upon the date of possession, Purchasers shall assume full responsibility for the removal, purchase or other disposition of said crane and shall make whatever financial arrangements with Mid-Columbia Economic Development District or any other entity or individual who may be the true owner of said crane as may be necessary to protect Seller against liability for any and all loss, destruction or damage of or to said bridge crane. In the event said bridge crane is removed from the premises, Purchasers agree to repair any damages to the premises resulting therefrom.

Taking

10. The Purchasers assume all risk hereafter placed on said real estate or of the taking of said real estate or any part thereof for public use and agree that any such taking shall not constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the Seller and applied as payment on the purchase price herein unless the Seller agrees in writing to allow the Purchasers to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking.

Insurance

11. The Purchasers agree to keep any improvements or future improvements located on the property insured against loss or damage by fire, windstorm, and all other casualties covered by "all risk" or extended coverage endorsements available in the State of Washington in an amount equal to the full insurable value thereof, on the initial and renewal policy dates, with a company acceptable to the Seller and with loss payable first to Seller as its interest may appear, and to pay all premiums for such insurance and deliver all policies and renewals thereof to the Seller. All such policies shall provide that they cannot be amended or canceled without ten (10) days written notice to Seller.

12. The Purchasers further agree to carry personal injury and liability insurance in an amount not less than \$500,000.00 per occurrence and \$500,000.00 aggregate, naming Seller as an additional insured.

Title Insurance

13. The Seller has delivered a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by Skamania County Title Insurance Company, insuring the Purchasers to the full amount of said purchase price against loss or damage by reason of defect in title to said real estate as of the date of closing and containing no exceptions other than the following:

- a Printed general exceptions appearing in said policy form; and
- b) Liens or encumbrances which by the terms of this contract the Purchasers are to assume, or as to which the conveyance hereunder is to be made subject.

Deed

14. The Seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to Purchasers a statutory warranty fulfillment deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except those mentioned herein and any that may accrue hereafter through any person, or persons, other than the Seller.

Possession

15. Purchasers shall be entitled to possession of said real estate on date of closing and to retain possession for so long as purchasers are not in default hereunder. Purchasers covenant to keep any improvements on said real estate in good repair and not to permit waste. The Purchasers further covenant to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date Purchasers are entitled to possession.

Water

16. Purchasers shall have the right to use water from the well located on Lot 4 of the Port of Skamania County Short Plat in such quantities, at such times and at such rates, in common with other users, as Seller in its sole discretion shall from time to time determine.

Use of Premises

16. Purchasers covenant and agree to make or permit no unlawful, offensive, ultrahazardous or improper use of the premises or any part thereof.

Assignment

17. The rights hereby granted are personal to the Purchasers and Seller's reliance upon Purchasers' ability and integrity is a part of the consideration for this contract. Neither this contract nor any interest therein, nor the possession of the property, may be assigned or transferred by Purchasers, nor shall Purchasers make or enter into any contract for the sale of the property or any interest therein, without the prior written consent of Seller.

First Option to Purchase Additional Real Property

18. As part of the consideration of this Real Estate Contract, Seller agrees that, in the event that Seller shall decide to sell any other real estate located within the Port of Skamania County Short Plat, Seller shall first offer the property to Purchasers for the price and upon the terms and conditions of

the intended sale. Purchasers shall have ten (10) days from such offer within which to accept the same. This provision shall continue in force and effect until the entire purchase price set forth herein shall have been paid or until Purchasers default under the terms hereof and Purchasers' interest in the real property and appurtenances which are the subject of this agreement have reverted to Seller or its assigns.

Port of Skamania County Land Standards

19. Purchasers agree to be bound by and to comply with all Port of Skamania County Land Standards, as said Standards are set forth in Exhibit A attached hereto and incorporated herein by reference and as the same may be revised and amended hereafter.

Default

20. In case the Purchasers fail to make any payment herein provided, the Seller may make such payment, and any amounts so paid by Seller, together with interest at the rate of 12% per annum thereon from date of payment until repaid, shall be repayable by Purchasers on Seller's demand, all without prejudice to any other right the Seller might have by reason of such default.

21. Time and the covenants of Purchasers are of the essence of this contract, and it is agreed that in case the Purchasers shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the Seller may at its option exercise any of the following alternative remedies upon giving Purchasers thirty (30) days' written notice specifying the default and the remedy to be exercised should Purchasers fail to secure all defaults at the expiration of the 30-day period:

- a Suit for delinquencies. Seller may institute suit for any installments or other sums then due and payable under this agreement together with any sums advanced by Seller for and the amount of any delinquencies for items such as water assessments, taxes, insurance, payments and underlying obligations and lienable items, together with interest thereon at the rate of 12% per annum from the date each such payment was advanced or due, as the case may be.
- b) Forfeiture and Repossession. The Seller may cancel and render void all rights, titles and interests of the Purchasers and their successors in this contract and in the property (including all of Purchasers' then existing rights, interests and estates therein and improvements thereon) by giving a Notice of Intent to Forfeit pursuant to RCW 61.30.040-070, and said cancellation and forfeiture shall become effective if the default therein specified has not been fully cured within ninety (90) days thereafter and the Seller record a Declaration of Forfeiture pursuant to RCW 61.30.040-070. Upon the forfeiture of this contract the Seller may retain all payments made hereunder by the Purchasers and may take possession of the property ten (10) days following the date this contract is forfeited and summarily eject the Purchasers and any person or persons

having possession of the said property by, through or under the Purchasers who were properly given the Notice of Intent to Forfeit and the Declaration of Forfeiture. In the event the Purchasers or any person or persons claiming by, through or under the Purchasers who were properly given the Notice of Intent to Forfeit and the Declaration of Forfeiture remain in possession of the property more than ten (10) days after such forfeiture, the Purchasers, or such person or persons, shall be deemed tenants at will of the Seller and the Seller shall be entitled to institute an action for summary possession of the property, and may recover from the Purchasers or such person or persons in any such proceedings the fair rental value of the property for the use thereof from and after the date of forfeiture, plus costs, including the Seller's reasonable attorneys' fees.

- c) Specific Performance. Seller may institute suit to specifically enforce any of the Purchasers' covenants hereunder.
- d) Property Rental. In the event this contract is forfeited as herein provided, or in any other manner permitted by law, or by mutual agreement of the Purchasers and the Seller, and the Purchasers shall thereafter remain in possession of the property beyond any period otherwise permitted by law, the Purchasers agree that they will occupy the property as a tenant at will, and the Purchasers shall be obligated to pay, and hereby promise to pay, during the period of such tenancy at will, a fair market rental in the amount then agreed to by the parties or, in the absence of such agreement or until such agreement is reached, an amount equal to two (2) times the installment amount as and when provided for in the specific terms hereof, and the Seller shall have, in addition to all other remedies for the collection of rentals and the recovery of possession that are available to landlords under the laws of the State of Washington, the right to institute an action for summary possession of the property as provided by law.

22. The waiver of Seller to elect to pursue any of the above remedies at any time upon a breach of any of the terms of this contract by the Purchasers shall be deemed only an indulgence by the Seller with regard to that particular breach and shall not be construed, in any manner whatsoever, to be a waiver of any right of Seller to pursue any of the above remedies for the same or a different breach at a subsequent time; election of the Seller to utilize any particular remedy to enforce a breach of this contract shall not preclude Seller from electing to use an alternate remedy to enforce a subsequent breach. The remedies stated herein are cumulative and not mutually exclusive. Any delay or failure of Seller to take action upon default shall not be construed as a waiver of said default. If Seller is required to institute legal action to enforce any of the remedies indicated, Purchasers agree to pay Seller's costs and reasonable attorneys' fees incurred in such proceeding and any appeal thereof.

23. In the event Seller should default in any of its obligations under this contract and such default continues for fifteen (15) days after the Purchasers give the Seller written notice specifying the nature thereof and the acts required to cure the same, the Purchasers shall have the right to specifically enforce this contract, institute suit for their damages caused by such default or pursue any other remedy which may be available to Purchasers at law or in equity.

Notice

24. Any notice, declaration, demand, consent or communication to be given by any party to this contract to any other party shall be in writing and transmitted to the other party by either personally delivering the notice or by certified or registered mail, return receipt requested, addressed as follows:

To Purchasers:

Bryan S. and Kimberlen S.
Mathany

P.O. Box 585

Carson, WA 98610

Michael & Judy Slattery

4403 20th Street East

Fife, WA 98424

To Seller:

THE PORT OF SKAMANIA COUNTY

P.O. Box 413

Stevenson, WA 98648

25. Either party may change its address by giving written notice to the other party in the manner provided above, provided that in no event shall Seller be required to send any notice to more than two (2) addresses. The mailing and registering or certifying of any such notice as herein provided shall be sufficient service thereof. Service shall be complete when such notice is registered or certified and placed in the United States mail as shown by the cancellation stamp or postage meter stamp, as the case may be.

Costs and Attorneys' Fees

26. If either party shall be in default under this contract, the nondefaulting party shall have the right, at the defaulting party's expense, to retain an attorney to make any demand, enforce any remedy, or otherwise protect or enforce its rights under this contract. The defaulting party hereby promises to pay all costs and expenses so incurred by the nondefaulting party, including, without limitation, court costs, notice expenses, title search expenses, and reasonable attorneys' fees (with or without arbitration or litigation). In the event either party hereto institutes any action to enforce the provisions of this contract, the prevailing party in such action shall be entitled to reimbursement by the losing party for its court costs and reasonable attorneys' fees, including such costs and fees as are

incurred on appeal. All reimbursements required by this paragraph shall be due and payable on demand, may be offset against any sum owed to the party so liable in order of maturity, and shall bear interest at the default rate from the date of demand to and including the date of collection or the due date of any sum against which the same is offset.

Consummation of Transaction.

27. The consummation of this transaction as contemplated by the terms of this Real Estate Contract is subject to and conditioned upon:

- a) Approval and recordation in the Skamania County real property records of the Port of Skamania County Short Plat; and
- b) Approval of this transaction by the Economic Development Administration, United States of America, pursuant to that certain Property Management Agreement dated September 11, 1984 and recorded October 29, 1984 in Book 6 at Page 956 of the Agreements and Leases records of Skamania County, Washington, to the extent, if any, that said Property Management Agreement applies to this transaction.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

Seller:

THE PORT OF SKAMANIA COUNTY, a
Municipal Corporation for the
State of Washington

By Robert H. Tichenor
Commissioner

By Robert E. McKee
Commissioner

By _____
Commissioner

Purchasers:

Bryan S. Mathany
BRYAN S. MATHANY

Kimberlen S. Mathany
KIMBERLEN S. MATHANY

Michael Slattery
MICHAEL SLATTERY

Judy Slattery
JUDY SLATTERY

STATE OF WASHINGTON)
) ss.
County of Skamania)

On this 29th day of December, 1987, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Robert H. Tichenor, to me known to be one of the Commissioners for The Port of Skamania County, 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 he 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 hereto affixed the day and year first above written.

Cay Ford
Notary Public in and for the
State of Washington, residing
at Stevenson. My Commission
expires: 8-15-89

STATE OF WASHINGTON)
) ss.
County of Skamania)

1987,
On this 29th day of December, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Albert E. McKee, to me known to be one of the Commissioners for The Port of Skamania County, 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 he 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 hereto affixed the day and year first above written.

Cay Ford
Notary Public in and for the
State of Washington, residing
at Stevenson. My Commission
expires: 8-15-89

STATE OF WASHINGTON)
) ss.
County of Skamania)

On this ____ day of December, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be one of the Commissioners for The Port of Skamania County, 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 he 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 hereto affixed the day and year first above written.

Notary Public in and for the
State of Washington, residing
at Stevenson. My Commission
expires: _____.

STATE OF WASHINGTON)
COUNTY OF PIERCE) SS

I certify that I now or have satisfactory evidence that Michael C. & Judith Slattery signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.



Dolores E. Brink
(signature of notary public)

residing at Sumner

My appointment expire 2/20/88

Unofficial Copy

PORT OF SKAMANIA COUNTY LAND STANDARDS

All buildings, structures or improvements, storage or display areas, or any part or projection thereof, at any time constructed or maintained and extended above the ground surface on lands leased or purchased from the Port of Skamania County, shall conform with the following:

1. SETBACKS: The minimum setback shall be 30 feet from the street property line to the building and 10 feet from side or rear property lines to the building.

2. LANDSCAPING: The minimum landscaping shall be 100% of the area between the building line and the street property line. The minimum landscaping shall be located on the street side of all walls, barriers, fences and other screening. In addition to this minimum there shall be at least four major trees per acre on the site. All areas unpaved or reserved for future expansion shall be either entirely landscaped or screened from public view. Landscaping may consist of shrubbery to reasonably screen at the time of planting such features as undeveloped ground, parking areas, railroad spurs, storage or loading areas. When such features are not present, low ground covers, shrubs or lawns will be acceptable. Remaining landscaped yard areas may include the use of flagpoles, decorative walls, screens, terraces, fountains, pools and other water arrangements and various types of trees and shrubs.

All landscape development should be designed particularly to enhance the building scale and form; and be compatible with other nearby landscaping. New plantings shall be of such size and density that they are initially effective. The plantings shall be so maintained that they will blend into the industrial area in the shortest possible time.

3. WALLS AND FENCES: Walls and fences may be placed anywhere within the site except in the 30 foot front yard setback area.

4. SITE COVERAGE: The maximum area that may be covered by the principal building, accessory buildings, and future additions to either shall not exceed sixty (60) percent of the total area of the site.

5. BUILDING DESIGN AND FINISH: In general, buildings shall be kept simple in form. Special consideration shall be given in the design of each building to the surrounding environment such as adjacent buildings, water areas, landscaping, etc. Exterior walls of all buildings shall be of exposed concrete aggregate, stucco, glass, architectural metal, brick or other prefinished material. Concrete, concrete block or wood siding are also acceptable materials for exterior walls, but they shall be finished by painting, staining or other processing. The type, style and color of all exterior walls shall be approved by the Port.

6. SIGNS: No advertising signs or billboards are permitted except those identifying the names and business of the persons or firm occupying the site. Signs on roofs, fences, in front yard setback area, or painted on exterior faces of buildings are prohibited. Signs are permitted to be placed upon the outside walls of the buildings, but shall not extend above the line of the roof meeting that wall. Flashing, moving, or internally illuminated signs shall not be permitted, and signs shall not be placed or externally illuminated in a manner which is detrimental to neighboring occupancies or to the safe movement of traffic. Sign colors and details shall be submitted to the Port for approval prior to installation.

7. UTILITIES: All electrical and telephone service shall be brought underground into the site and to the buildings. The purchaser or lessee will be responsible for the cost of such underground service. Padmounted electrical transformers shall be located and screened so as to minimize viewing from any public area.

8. OUTSIDE STORAGE: All storage shall be visually screened by landscaping barriers, walls or coverings.

9. LOADING: All loading must be on the site and no on-street loading is permitted. All truck loading aprons and other loading areas shall be paved with a dust-free all-weather surface, be well drained and of a strength adequate for the truck traffic expected.

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PORT OF SKAMANIA COUNTY LAND STANDARDS

10. PARKING: All vehicles must be parked on the site as no on-street parking is permitted. Employee parking shall be at the minimum ratio of one space for every two employees. Spaces shall be provided for all Company vehicles. Visitor parking spaces shall be provided at the ratio of ten percent (10%) that of the total employee parking spaces. Minimum parking stall width shall be eight feet six inches (8' 6").

All parking areas shall be paved with a dust-free all-weather surface of a strength adequate for the traffic expected. Parking areas are to be well drained but shall not exceed a ground slope gradient of four percent (4%).

11. AIR AND WATER POLLUTION: Discharge of smoke, particulate matter and other pollutants into the air shall conform to standards of the Southeast Washington Pollution Control Authority. Firms responsible for a suspected source of air pollution shall provide the Authority with quantitative and qualitative information regarding the discharge that will adequately and accurately describe operating conditions.

The emission of offensive odors in such quantities as to be readily detectable at any point beyond the property line is prohibited. No open burning shall be permitted.

The discharge of any effluent, other than normal storm runoff, into either the Columbia River or any stream is prohibited unless prior permission has been received from the Port and the Washington State Department of Ecology.

12. NOISE: The lessee or purchaser of Port lands will conform to the 1972 Federal Health and Safety Act. A noise level of 50 decibels or higher at the property line will not be allowed. Noisemaking devices which are maintained and utilized solely to serve as warning devices and noise created by highway vehicles or trains are excluded.

13. OTHER NOXIOUS EFFECTS: No vibration other than that caused by highway vehicles or trains shall be permitted which is discernible at the property line of the use concerned.

Except for exterior lighting, operations producing light glare shall be conducted entirely within an enclosed building. Exterior lighting shall be directed away from adjacent properties.

All materials including wastes shall be stored and all grounds shall be maintained in a manner which will not attract or aid the propagation of insects or rodents or create a hazard.

No noxious or offensive trade, business or activity shall be conducted within the industrial, commercial or recreational areas of the Port of Skamania County, nor shall anything be done therein which may be or become a nuisance.

14. VARIANCES: If any of the standards set forth will, or do, cause burdens on a lessee or purchaser of Port property, variances may be granted by a majority vote by the Board of Commissioners of the Port of Skamania County at their regularly scheduled monthly meeting. There will be no variances granted on items eleven (11), twelve (12), or thirteen (13) of these Port of Skamania County Land Standards.

15. REVIEW AND APPROVAL: It is the responsibility of the Board of Commissioners of the Port of Skamania County, or their designee, to see that all of these standards are observed, and that proper review and approval is given on items one (1) through ten (10) prior to the commencement of any construction covered by these same items.

16. SEVERABILITY: If any provision of these land standards is held invalid, the remainder of these standards shall not be affected.

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