

106358

BOOK 112 PAGE 342

## CONTRACT FOR SALE OF LAND AND TIMBER

THIS AGREEMENT, made and entered into this 29<sup>th</sup> day of December, 1988, by and between THOMAS O. MONAGHAN, hereinafter referred to as the "Seller", and SKAMANIA COUNTY, a Washington Municipal Corporation, hereinafter referred to as the "Purchaser", WITNESSETH:

That the Seller agrees to sell and the Purchaser agrees to purchase the following described real estate situated in the County of Skamania, State of Washington:

That portion of the northeast quarter of the northeast quarter (NE4NE4) of Section 28, Township 3 North, Range 8 East, W.M., lying westerly of the following described centerline:

## Centerline Description

Beginning at the Skamania County brass monument marking the north quarter corner of Section 28, Township 3 North, Range 8 East W.M.; thence N 89 deg. 57' 20" E 1337.31 feet along the north line of said section to the initial point of the centerline herein described, said point being P.O.C. Station 53+95.53; thence following a 240 foot radius curve to the right through a central angle of 41 deg. 27' 21" 173.65 feet; thence S 1 deg. 05' 18" E 700.46 feet to P.C. Station 62+69.64, being the P.C. of a 320 foot radius curve to the left; thence following said curve to the left through a central angle of 36 deg. 44' 09" 205.17 feet to P.T. Station 64+74.81, said point being S 54 deg. 44' 08" E 1813.76 feet from the north quarter corner of Section 28, Township 3 North, Range 8 East, W.M.

and being more particularly described as follows:

Beginning at a point S 89 deg. 57' 20" W 25.10 feet along the north line of said section from P.O.C. Station 53+95.53; thence south along the west line of the northeast quarter of the northeast quarter (NE4NE4) of said section to its intersection with a line 55 feet parallel to and right of said centerline; thence parallel to and 55 feet right of said centerline to Station 54+50; thence from Station 54+50 on a line to a point 35 feet to the right of Station 56+00; thence parallel to and 35 feet right of said centerline to Station 60+50; thence to a point 45 feet to the right of said centerline at Station 61+00; thence parallel to and 45 feet right of said centerline to Station 62+50; thence to a

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SKAMANIA CO. WASH.

BY *G. J. Kimmel*

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*E. J. Wapner*

AUDITOR

GARY H. OLSON

Glen G. J. Kimmel, Skamania County Auditor

By *G. J. Kimmel* Parcel # 3-8-28-1-100

12452

REAL ESTATE EXCISE TAX

DEC 30 1988

PAID

*Exempt**Wilma J. Cornwall*

point 40 feet right of said centerline at Station 63+00; thence parallel to and 40 feet right of said centerline to Station 63+50; thence to a point 30 feet right of centerline at Station 64+00; thence parallel to and 30 feet right of said centerline to P.T. Station 64+74.81; consisting of a total acreage of 0.93 acres less existing rights-of-way for a net acreage of 0.34 acres more or less.

TOGETHER WITH all timber now standing and growing on that certain real property lying westerly of Hot Springs Avenue (Co. Rd #20340), and northerly of the BPA Powerline, Section 28, T3N, Range 8 E.W.M., Skamania County, Washington, which includes that property described hereinabove.

Upon the following terms and conditions:

1. Purchase Price:

Purchaser agrees to pay to the seller, in cash, the sum of TWO THOUSAND and no/100 DOLLARS (\$2,000.00) for the real property above described, and the sum of EIGHT THOUSAND, THREE HUNDRED FIFTY-EIGHT and no/100 DOLLARS (\$8,358.00) for the timber above described.

2. Closing Date/Date of Possession: This real estate and timber sale transaction shall be closed on the execution date of this contract and the Purchaser is entitled to physical possession of the premises on December 29, 1988.

3. Inspection of Premises and Miscellaneous Provisions: Purchaser agrees that a full inspection of the subject property has been made and that neither the Seller nor his assigns shall be liable under any covenants respecting the condition of the premises or for any agreement for alterations, improvements or repairs unless the covenant or agreement relied upon is in writing and is attached to and made a part hereof; that the purchaser is purchasing the subject property as is, without warranty by seller with regard to the availability of building permits and/or future zoning or other building restrictions.

4. Deed/Bill of Sale: The seller will execute a Statutory Warranty Deed to the real property which is the subject of this contract and a Bill of Sale to the timber which is the subject of this contract.

5. Timber Harvesting/Taxes: The seller agrees to obtain all cutting permits and forest practices permits required by the State of Washington or any other governmental agencies.

Purchaser agrees to cause the subject timber to be logged, including all slash removal attendant thereto, and to do, or cause to be done, such additional cleanup as is required by the aforementioned permit(s).

Seller agrees to be responsible for any required reforestation of his property and shall be responsible for all taxes due and owing any entity as a result of this contract.

6. Access. Purchaser agrees that as part of their road widening project the County will clear and fill on the East side of Hot Springs Avenue at approximate Engineer's Station 57+00, an area adequate in width and depth for a future access approach at grade. This will be accomplished within one (1) year after the project is started.

Purchaser further agrees that the County will provide for an access permit on the West side of Hot Springs Avenue at approximate Engineer's Station 58+50.

7. Costs and Attorneys' Fees. 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 or collection agency 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, collection agency charges, notice expenses, title search expenses, and reasonable attorneys' fees (with or without arbitration or litigation), and the failure of the defaulting party to promptly pay the same shall in itself constitute a further and additional default. 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 their court costs and reasonable attorneys' fees, including such costs and fees that 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.

8. Notices. Any notices required or permitted by law or under this contract shall be in writing and shall be sent by first class certified mail, return receipt requested, with postage prepaid, to the parties' addresses set forth in the specific terms of this contract. Either party may change such address for notice and, if payments are not made to an escrow or collection account, the Seller may change the address for payments, by designating the same to the other party hereto in the manner hereinabove set forth and by causing a copy of such change to be properly recorded. All notices which are so addressed and paid for shall be deemed effective two (2) business days following the deposit thereof in the U.S. Mail, irrespective of actual receipt of such notice by the addressee.

9. Time of Performance. Time is specifically declared to be of the essence of this contract and of all acts required to be done and performed by the parties hereto, including, but not limited to, the proper tender of each of the sums required by the terms hereof to be paid.

10. Invalidity. In the event any portion of this contract should be held to be invalid by any court of competent jurisdiction, such holding shall not affect the remaining provisions hereof.

11. Entire Agreement. This contract contains the entire agreement of the parties hereto and, except for any agreements or warranties otherwise stated in writing to survive the execution and delivery of this contract, supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. Neither the Seller nor the Purchasers shall be liable to the other for any representations made by any person concerning the property or regarding the terms of this contract, except to the extent that the same are expressed in this instrument. This contract may be amended only by written instrument executed by the Purchasers and the Seller subsequent to the date hereof.

IN WITNESS WHEREOF, THIS CONTRACT IS EXECUTED BY THE PARTIES HERETO IN SETTLEMENT OF CONDEMNATION PROCEEDINGS PREVIOUSLY COMMENCED BY THE PURCHASER AGAINST THE SELLER, AND IS IN LIEU OF THE PURCHASER CONTINUING WITH SAID CONDEMNATION PROCEEDINGS.

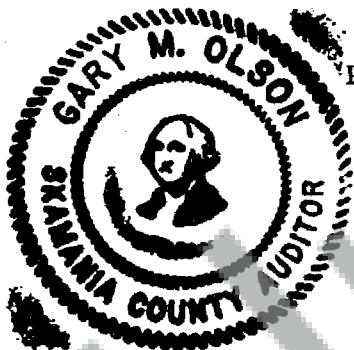
Seller:

( Thomas O. Monaghan )  
( THOMAS O. MONAGHAN )

( SKAMANIA COUNTY, a Washington Municipal Corporation, by:

Purchaser:

( G. Callahan )  
( Chairman, Board of County Commissioners )  
( William J. Ham )  
( Commissioner )  
( A. J. Van Dusen )  
( Commissioner )



ATTEST

G. M. Olson  
County Auditor and Ex-Officio Clerk of the Board

STATE OF WASHINGTON )  
County of CLARK ) ss.

On this day personally appeared before me THOMAS O. MONAGHAN, to me known to be the person respectively described in and who executed the foregoing instrument as "seller", and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes set out therein.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 28<sup>th</sup> day of DECEMBER, 1988.


Nugh A. Knapp  
Notary Public in and for the State of  
Washington, residing at CAMA



STATE OF WASHINGTON )  
 ) ss.  
County of Skamania )

I certify that I know or have satisfactory evidence that ED CALLAHAN, WILLIAM V. BENSON and H. J. "VAN" VANDENBERG, signed this instrument, on oath stating that each was authorized to execute the same and acknowledging it, in their capacity as members of the Board of County Commissioners, Skamania County, Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 29th day of December, 1988.

  
Robert L. Linn  
Notary Public in and for the State of  
Washington, Residing at Stevenson

Unofficial Copy