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BOOK 121 PAGE 416

FILED FOR RECORD
SKAMANIA CO. WASH.
BY *William H. Dunn*

OCT 25 2 27 PM '90

P. Lowry
CLERK

CONTRACT TO SELL RESERVATION OF EASEMENT

THIS AGREEMENT, made and entered into this 21 day of December, 1989, by and between Jack L. Randall and Cheryl Randall, husband and wife, hereinafter called the Sellers, and Steven M. Elkins and Jolene A. Elkins, hereinafter called the Purchasers.

WHEREAS, the parties have hitherto entered into a Real Estate Contract under date of July 3, 1989 for the purchase of the subject property, which contract is recorded under Auditor's Number 107343 in Book 114, Page 791, records of Skamania County, Washington; that there is contained at paragraph 12 in said contract the reservation of an easement for the protection of scenic and other resources of the Columbia River Gorge; the terms of the reservation are set forth on Exhibit "A", hereto; that the parties wish to sell and transfer all rights to said reservation and easement to the purchasers herein; that the subject property is described on Exhibit "B" hereto; that the parties agree as follows:

WITNESSETH,

1. That the Sellers agree to sell and the Purchasers agree to purchase the easement to real property set forth on Exhibit "A", which is contained on the Real Estate Contract Described above

2. The total purchase price is Twenty Thousand Dollars (\$20,000) of which the sum of Twenty Five Hundred Dollars (\$2,500)

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Registered ☒
Insured, Fir ☒
Indirect ☒
Filed 102690
Stated

13950

REAL ESTATE EXCISE TAX

OCT 25 1990

PAID 256.00 + 28.16 = 284.16

W. W. Deputy

CLERK

Glenda J. Kinnick, Skamania County Assessor
By: *W. W. Deputy* Period # 1-5-18-405

has this day been paid by Purchasers, the receipt whereof is hereby acknowledged by Sellers, and the balance of Seventeen Thousand Five Hundred Dollars (\$17,500) to be paid in the amounts and at the times stated as follows:

3. The sum of Two Hundred Fifty (\$250) on the first (1st) day of each month commencing February 1, 1989, with interest on all deferred payments, to be computed from the date of this agreement at the rate of ten (10%) per cent per annum and to be paid on each principal paying date. Purchasers may make larger payments at any time, or pay the contract in full, and interest shall immediately cease on all payments so made.


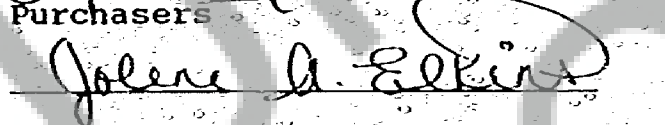
4. The Sellers agree, on full payment of the purchase price and interest in the manner hereinbefore specified, to execute and deliver to Purchasers a Warranty Deed and release of the easement on the real estate.

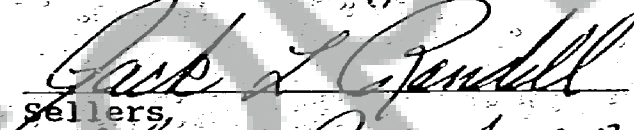
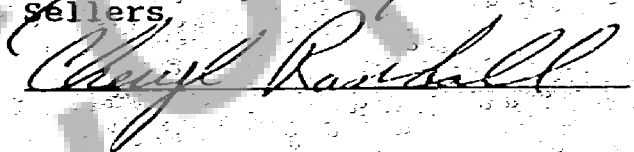
5. Time is of the essence of this agreement. If the Purchasers shall fail to comply with or perform any covenant or agreement hereof promptly at the time and in the manner herein required, the Sellers may elect to declare a forfeiture by written and recorded notice to the Purchasers, and at the expiration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

Sellers doing so, and upon compliance with the provisions of R.C.W. 61.30, all payments made by the Purchasers hereunder and all improvements placed upon the premises shall be forfeited to the Sellers as liquidated damages, and the Sellers shall have the right to reclaim and take back the reservation of the easement. Service of all demands and notice with respect to such declaration or forfeiture and cancellation may be made by registered mail at the following address: 217 N. E. Fourth Street, Camas, WA 98607 or at such other address as the Purchasers shall indicate to the Sellers or Sellers agents or attorneys in writing or which is known to the one giving notice.

6. The payments called for herein are to be made to Sellers at M. P. 0.40 Turk Road, Washougal, WA 98671.

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


Purchasers



Sellers


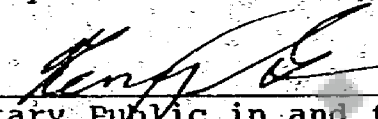
STATE OF WASHINGTON)
COUNTY OF CLARK) SS.

I, the undersigned, a Notary Public in and for the state, do hereby certify that on this 21 day of December, 1989, personally appeared before me Jack L. Randall and Cheryl Randall,

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husband and wife to me known to be the individuals described as Sellers 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 therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


Notary Public in and for the State of
Washington, residing in Wash D.C.
My Commission Expires: July 18, 1999

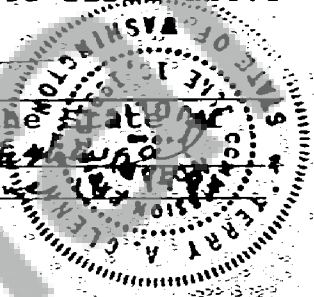


EXHIBIT "A"

OTHER ENCUMBRANCES AGAINST THE PROPERTY

12. Purchasers specifically understand and agree that sellers are reserving unto sellers an easement, the purposes of which, in most general terms, shall be to protect and to provide for the enhancement of scenic, cultural, recreational and natural resources of the Columbia River Gorge as allowed by Public Law 99-663 (100 STAT. 4274), and that said easement shall be conveyed by sellers to the United States of America. Purchasers further specifically understand and agree that sellers reserve an exclusive power to negotiate said easement with the United States, to execute all documents in connection therewith and to receive all monetary benefits resulting from the conveyance of said easement. Purchasers understand and agree that conveyance of said "scenic easement" to the United States shall or may greatly diminish the potential use and enjoyment of the subject real property, do hereby consent to placing said encumbrance upon the title to be conveyed pursuant to this Real Estate Contract, and agree that any interest in or to the real property which is the subject hereof which is hereafter acquired by the United States pursuant to this Paragraph 12 shall not constitute a defect in sellers' title for purposes of this of this agreement. Buyers further agree that any title acquired by them hereunder shall be subject and subordinate to that conveyed to the United States of America by sellers pursuant to this Paragraph.

EXHIBIT "B"

Lot 3 of Sharleen James Shortplat, recorded under Auditor's File No. 98081, Book 3, Page 65, of records of Skamania County, Washington, together with water rights to existing spring.