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BOOK/25 PAGE 582

FILED FOR RECORD

SKAMANIA COUNTY, WASH.

BY *Kielinski & Lawrence*

OCT 25 4 35 PM '91

## REAL ESTATE CONTRACT

(Boundary Line Adjustment) *GARY L. OLSON*

THIS CONTRACT, made and entered into this 27th day of September, 1991, between KENETH W. PETERSON and ELSIE M. PETERSON, husband and wife, hereinafter called the "Sellers", and GEORGE DEGROOTE and GLORIA DEGROOTE, husband and wife, hereinafter called the "Purchasers".

WITNESSETH; That the Sellers agree to sell to the Purchasers and the Purchasers agree to purchase from the Sellers the following described real estate, with the appurtenances, in Skamania County, State of Washington:

A tract of land located in the East One-Half, Section 19, Township 2 North, Range 7 East, Willamette Meridian, Skamania County, Washington, described as follows:

Beginning at the Southeast corner of Lot 4 of the Longview Fibre Company Short Plat as recorded in Book 3 of Short Plats at page 48;

Thence North 00°55'15" East, along the East line of said Section 19, to the Southerly right-of-way line of the Northwest Pipeline Corporation pipeline easement;

Thence Southwesterly, along said Southerly right-of-way line, to the most northerly corner of Lot 4 of said Longview Fibre Company Short Plat, said point being the intersection of said southerly right-of-way line and the Westerly edge of Hamilton Creek;

Thence South 30°29'09" East, along the Easterly line of said Lot 4, a distance of 41.35 feet;

Thence South 35°12'33" East, along the Easterly line of said Lot 4, a distance of 57.89 feet;

Thence South 42°03'55" East, along the Easterly line of said Lot 4, to a point which is 100.00 feet West, as measured at a right angle, to the East line of said Section 19;

Thence South 00°55'15" West, parallel to and 100.00 feet distant from the East line of said Section 19, to the South line of said Lot 4;

Thence South 81°11'45" East, along the South line of said Lot 4, to the point of beginning.

The terms and conditions of this contract are as follows:

Price and Payment Terms

1. The purchase price is Sixteen Thousand Two Hundred Fifty and No/100 Dollars (\$16,250.00), of which \$6,250.00 has been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:

a. \$253.63, or more at Purchasers' option, on or before the 10th day of October, 1991, and \$253.63 or more at Purchasers option, on or before the tenth day of each succeeding calendar month thereafter until the balance of said purchase price shall have been fully paid.

City of Skamania County, Washington  
By: *Robert P. Lee*  
Deputy Director  
Oct 25, 1991

Registration in compliance with County Subdivision Ordinance,  
Skamania County, Washington  
By: *Robert P. Lee*  
Deputy Director  
Oct 25, 1991

Registered  
Indexed, Uir  
Indirect  
Filed *R/11/91*  
Mailed

14610  
REAL ESTATE EXCISE TAX

OCT 28 1991

PAID 308.00

*W. A. Kelly*  
SKAMANIA COUNTY TREASURER



b. The Purchasers further agree to pay interest on the diminishing balance of said purchase price at the rate of ten per cent (10%) per annum from the 27th day of September, 1991, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal.

c. Purchasers agree that the entire purchase price, together with interest as specified herein, shall be paid in full four years from the date of closing, and that the amount of the final payment shall be the total of the principal and interest remaining unpaid at the time of the final payment.

2. Purchasers agree to pay \$25.00 as reasonable liquidated damages, and not as a penalty, in the event that any regularly scheduled payment is made after the due date but prior to the expiration of 10 days from the due date. Such amounts shall be added to the principal balance remaining unpaid. In the event payment is not made within 10 days of the due date it shall constitute a default hereunder.

3. All payments to be made hereunder shall be made at P. O. Box 305, North Bonneville, Washington, or at such other place as the Sellers may direct in writing.

4. As referred to in this contract, "date of closing" shall be September 27, 1991.

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

#### Closing Costs

6. Purchasers' Closing Costs. Purchasers shall pay the following closing costs:

A. One-half (1/2) of the Real Estate Excise Tax.

7. Sellers' Closing Costs. Sellers shall pay the following closing costs:

A. One-half (1/2) of the Real Estate Excise Tax.

B. Closing fee to Sellers' attorneys, Kielpinski & Lourne, P.C.

C. Fee for recording Real Estate Contract.

#### Pro-Rated Items

8. The following shall be pro-rated as of the date of closing:

A. Insurance, interest, mortgage insurance, water and other utilities constituting liens, if applicable.

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

#### Inspection

10. The Purchasers agree that full inspection of said real estate has been made and that neither the Sellers nor their assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the Purchasers or Sellers 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 attached to and made a part of this contract.

a. Purchasers are acquiring the property "as is" and Sellers make 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 Sellers, unless the representation is expressly set forth therein or in a subsequent document executed by Sellers. All representations, warranties, understandings and agreements between Sellers and Purchasers are merged herein and shall not survive closing.

#### Taking

11. 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 Sellers and applied as payment on the purchase price herein unless the Sellers agree 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

12. 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 Sellers and with loss payable first to Sellers as their interest may appear, and to pay all premiums for such insurance and deliver all policies and renewals thereof to the Sellers. All such policies shall provide that they cannot be amended or canceled without ten (10) days written notice to Sellers.

#### Title Insurance

13. The Sellers agree to deliver at their sole expense, not less than thirty days after the date payment in full has been received by them, an owner's policy of title insurance in standard form issued by Skamania County Title Company, or its successors or assigns, insuring the Purchasers to the full amount of said purchase price against loss or damage by reason of defect in Sellers' 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;
- b. Liens or encumbrances, if any, which by the terms of this contract the Purchasers are to assume, or as to which the conveyance hereunder is to be made subject; and
- c. Any existing contract or contracts under which Sellers are purchasing said real estate, and any mortgage or other obligation, which Sellers by this contract agree to pay, none of which for the purpose of this paragraph 13 shall be deemed defects in Sellers' title.



Deed

14. The Sellers agree, 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 any that may attach after date of closing through any person other than the Sellers, and subject to the exceptions noted in Paragraph 13 hereof.

Possession

15. Unless a different date is provided for herein, the Purchasers shall be entitled to possession of said real estate on the date of closing and to retain possession so long as Purchasers are not in default hereunder. The Purchasers covenant to keep any improvements on said real estate in good repair, not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The Purchasers 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.

Use of Premises

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

Assignment

17. The rights hereby granted are personal to the Purchasers and Sellers' 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 Sellers.

Boundary Line Adjustment

18. This transaction is a boundary line adjustment, and the parties agree to abide by the representations made in the Affidavit of KENETH W. PETERSON and ELSIE M. PETERSON attached hereto as Exhibit "A" and incorporated herein as though fully set forth.

Default

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

20. 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 Sellers may at their 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. Sellers may institute suit for any installments or other sums then due and payable under this agreement together with any sums advanced by Sellers 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 Sellers may cancel and render void all rights, title 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 Sellers records a Declaration of Forfeiture pursuant to RCW 61.30.040-070. Upon the forfeiture of this contract, the Sellers 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 Sellers and the Sellers 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 proceeding the fair rental value of the property for the use thereof from and after the date of forfeiture, plus costs, including the Sellers' reasonable attorneys' fees.
- c. Specific Performance. Sellers 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 Sellers, 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 Sellers 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.

21. a. In the event Sellers should default in any of their obligations under this contract and such default continues for fifteen (15) days after the Purchasers give the Sellers 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.

b. The waiver of Sellers 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 Sellers with regard to that particular breach and shall not be construed, in any manner whatsoever, to be a waiver of any right of Sellers to pursue any of the above remedies for the same or a different breach at a subsequent time; election of the Sellers to utilize any particular remedy to enforce a breach of this contract shall not preclude Sellers 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 Sellers to take action upon default shall not be construed as a waiver of said default. If Sellers are required to institute legal action to enforce any of the remedies indicated, Purchasers agree to pay Sellers' costs and reasonable attorneys' fees incurred in such proceeding and any appeal thereof.

#### Notice

22. 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: George and Gloria DeGroote  
M.P. 45.68R State Highway 14  
Stevenson, WA 98648

To Sellers: Keneth and Elsie Peterson  
P. O. Box 305  
North Bonneville, WA

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 Sellers 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

23. 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.

#### Succession

24. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.



Governing Law

25. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington.

Use of Pronouns

26. Unless the context requires otherwise, references to the singular shall include the plural and references to the plural shall include the singular. Unless some other meaning or intent is apparent from the context, masculine, feminine and neuter pronouns are used interchangeably herein.

Entire Agreement

27. This Agreement supersedes any prior agreement and contains the entire agreement of the parties as to the matter covered. No other agreement, statement or promise made by any party or to any employee or agent of any party shall be binding unless made in writing and signed by both parties to this Agreement.

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

SELLERS:

Kenneth W. Peterson  
KENETH W. PETERSON

Elsie M. Peterson  
ELSIE M. PETERSON

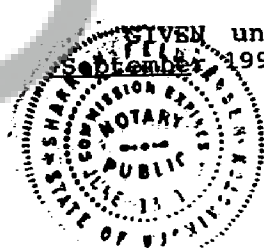
PURCHASERS:

George DeGroot  
GEORGE DEGROOTE

Gloria DeGroot  
GLORIA DEGROOTE

STATE OF WASHINGTON )  
                                  ) ss  
County of Skamania )

On this day personally appeared before me KENETH W. PETERSON and ELSIE M. PETERSON 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 27th day of September 1991.

Sharon Feldhausen  
Notary Public in and for the  
State of Washington, residing  
at Carson

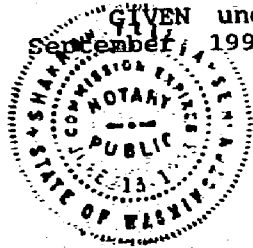
Commission expires: 6-13-93



STATE OF WASHINGTON )  
 ) ss  
County of Skamania )

On this day personally appeared before me GEORGE DeGROOTE and GLORIA DeGROOTE 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 27th day of September, 1991.



Sharon Feldman  
Notary Public in and for the  
State of Washington, residing  
at Carson

Commission expires: 6-13-93



AFFIDAVIT OF KENETH W. PETERSON and ELSIE M. PETERSON

For Purposes of Boundary Line Adjustment

STATE OF WASHINGTON )  
 ) ss.  
County of Skamania )

KENETH W. PETERSON and ELSIE M. PETERSON, husband and wife,  
being first duly sworn, depose and say:

We are the owners of a certain parcel of real estate in  
Skamania County, Washington, described as:

That part of the following described property  
lying South of the South line of an easement  
granted by Longview Fibre Company to Pacific  
Northwest Pipeline Corporation by document  
recorded at Page 157, Book 41 of Skamania  
County, Washington, records:

Government Lots 1 and 2 of Section 19; that  
portion of the Samuel and Mary Jane Hamilton  
Donation Land Claim No. 40 which lies in  
Section 19 and lies northerly of the Evergreen  
Highway No. 8, as said highway was located on  
September 2, 1953, all of said property being  
in Township 2 North, Range 7 East, W.M.

EXCEPTING THEREFROM, a strip of land being  
sixty (60) feet in width, forty (40) feet on  
the Westerly side and twenty (20) feet on the  
Easterly side of a centerline described as  
follows:

Beginning at the intersection of the  
West Line of the S. M. Hamilton DLC  
with the North right-of-way line of  
the Evergreen Highway No. 8, as said  
highway was located on September 2,  
1953; thence South 81°11'45" East  
along the North line of said Highway  
No. 8 for a distance of 250.04 feet  
to the true point of beginning of  
the aforementioned centerline;  
thence North 00°01'01" East for a  
distance of 335.60 feet; thence  
North 18°08'18" West for a distance  
of 142.13 feet, more or less, to the  
South line of the Pacific Northwest  
Pipeline easement mentioned above.

hereinafter referred to as Parcel A.

Such property is adjacent to a certain parcel described as:

A tract of land in the Hamilton D.L.C. and in  
Section 20, Township 2 North, Range 7 E.W.M.,  
described as follows:

Beginning at a point on the center line of  
Primary State Highway No. 8 marked by the  
center of the westerly pier of the Hamilton  
Creek Bridge as constructed and existing in  
December, 1965; thence following the center



line of said highway South 88°45' West 158.05 feet to the initial point of the tract hereby described; thence following the center line of said highway North 84°17' West 669.6 feet to intersection with the West line of the said Section 20, said point being North 01°04' East 1,740 feet, more or less, from the corner common to Sections 19, 20, 29, and 30, Township 2 North, Range 7 E.W.M.; thence North 01°04' East 952.1 feet along the West line of the said Section 10; thence South 61° East 468.35 feet; thence South 22°04' East 852.23 feet to the initial point; said tract containing 8.96 acres, more or less.

EXCEPT right of way for Primary State Highway No. 8; AND SUBJECT TO easement and right of way for an electric power transmission line granted to the Northwestern Electric Company, a corporation.

hereinafter referred to as Parcel B.

Said Parcel B is owned by GEORGE DeGROOTE and GLORIA DeGROOTE, husband and wife.

It is our desire to convey to GEORGE DeGROOTE and GLORIA DeGROOTE, husband and wife, a portion of Parcel A lying adjacent to Parcel B and that said portion of Parcel A become a part of Parcel B. The property proposed to be conveyed to GEORGE DeGROOTE and GLORIA DeGROOTE, husband and wife, is described as:

A tract of land located in the East One-Half, Section 19, Township 2 North, Range 7 East, Willamette Meridian, Skamania County, Washington, described as follows:

Beginning at the Southeast corner of Lot 4 of the Longview Fibre Company Short Plat as recorded in Book 3 of Short Plats at page 48;

Thence North 00°55'15" East, along the East line of said Section 19, to the Southerly right-of-way line of the Northwest Pipeline Corporation pipeline easement;

Thence Southwesterly, along said Southerly right-of-way line, to the most northerly corner of Lot 4 of said Longview Fibre Company Short Plat, said point being the intersection of said southerly right-of-way line and the Westerly edge of Hamilton Creek;

Thence South 30°29'09" East, along the Easterly line of said Lot 4, a distance of 41.35 feet;

Thence South 35°12'33" East, along the Easterly line of said Lot 4, a distance of 57.89 feet;

Thence South 42°03'55" East, along the Easterly line of said Lot 4, to a point which is 100.00 feet West, as measured at a right angle, to the East line of said Section 19;

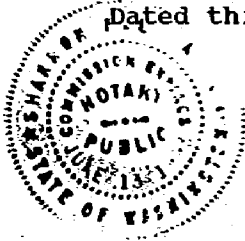
Thence South 00°55'15" West, parallel to and 100.00 feet distant from the East line of said Section 19, to the South line of said Lot 4;

Thence South 81°11'45" East, along the South line of said Lot 4, to the point of beginning.



We expressly represent that the parcel proposed to be conveyed will never be offered for sale as a single parcel unless it complies in all respects with the laws of the State of Washington and all ordinances of the County of Skamania.

Dated this 27th day of September, 1991.



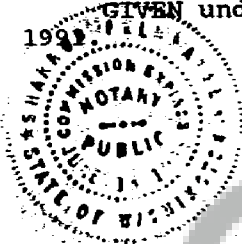
Kenneth W. Peterson  
KENETH W. PETERSON

Elsie M. Peterson  
ELSIE M. PETERSON

STATE OF WASHINGTON )  
 ) ss.  
County of Skamania )

On this day personally appeared before me KENETH W. PETERSON and ELSIE M. PETERSON, husband and wife, to me known to be the individuals described in and who executed the within and foregoing Affidavit 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 this 27th day of September, 1991.



Sharon Feldman  
Notary Public in and for the  
State of Washington, residing  
at Carson

Commission expires: 6-13-93

We hereby certify that we have read the foregoing Affidavit of Keneth W. Peterson and Elsie M. Peterson. We agree that the parcel of real property to be conveyed through this boundary line adjustment will never be offered for sale as a single parcel unless it complies in all respects with the laws of the State of Washington and all ordinances of the County of Skamania.

Dated this 27th day of September, 1991.

George DeGroot  
GEORGE DeGROOTE

Gloria DeGroot  
GLORIA DeGROOTE