

AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of April 1960 by and between WALTER G. COLSON and DESSA M COLSON, husband and wife, hereinafter referred to as First Party, and MELVIN EVANS and CHARLOTTE EVANS, husband and wife, and EDWARD C. HEWITSON and MARY JANE HEWITSON, husband and wife, hereinafter referred to as Second Party,

WITNESSETH:

That whereas a certain contract for the sale of certain real property was made and entered into under date of August 1959 by and between one LORAN BURGESS AND NANCY BURGESS, husband and wife, and Second Party herein, which said contract has been recorded and now is of record in the County of Skamania and State of Washington, at 11:15 A. M. on August 31, 1959 in Book 46 Deed Records of Skamania County at Page 296, and which said contract provides generally for the sale of certain real property as described therein for the sum of \$ 30,000.00 to be paid as therein stated, part of said payment being made by Second Party's assumption and payment of a certain mortgage upon said real property as recorded March 13, 1957 in Book 33 of Mortgage Records of Skamania County at Page 15 thereof, and

That whereas all of the right, title and interest of the said LORAN BURGESS and NANCY BURGESS, husband and wife, in and to the said contract and/or in and to the real property described therein and the whole thereof, was heretofore given, granted, bargained and sold, assigned and transferred to one ROBERT SLOTHOWER and MADLYN SLOTHOWER, husband and wife, by a Deed and Seller's Assignment of Real Estate Contract under date of September 3, 1959 and recorded September 8, 1959 in Book 46 Deed Records of Skamania County at Page 301 thereof, and during the period the said ROBERT SLOTHOWER and MADLYN SLOTHOWER, husband and wife, were the owners of said real property subject to the right of Second Party therein, a certain Ammendment of Real Estate Contract was duly executed by and between the said ROBERT SLOTHOWER and MADLYN SLOTHOWER, husband and wife, and Second Party, said ammendment having been thereafter recorded and being now of record in Skamania County, Washington, and

Whereas all of the right, title and interest of the said LORAN BURGESS and NANCY BURGESS, husband and wife, and of the said ROBERT SLOTHOWER and MADLYN SLOTHOWER, husband and wife, in and to the said contract and/or in and to the real property described therein and the whole thereof, has now been given, granted, bargained and sold, assigned

and transferred to First Party by a Warranty Deed and Sellers' Assignment of Real Estate Contract, said instruments having heretofore been recorded and now of record in Skamania County, Washington, First Party is now the owner of said premises and the Whole thereof subject to the right of Second Party therein, and

Whereas said recorded contract contains errors in the legal description of the premises being sold thereunder and said legal description was not corrected or amended by the aforesaid Amendment of Real Estate Contract nor by any other instrument and said errors in the said legal description continued to exist at this time, and

Whereas the parties hereto desire to reform the said Real Property Contract now outstanding between them and involving no other persons, to conform to the true intentions of the parties hereto and of the original parties to said contract with respect to the said legal description therein contained, now, therefore

IN CONSIDERATION OF THE MUTUAL COVENANTS, AGREEMENTS AND PROMISES HEREIN CONTAINED and of the continuation of performance of said contract and of each and every term and agreement therein by each of the parties hereto, it is hereby agreed by the parties hereto as follows:

1. That the legal description of the real property described in the Real Estate Contract as hereinbefore referred to for the sale of certain real property by and between LORAN BURGESS and NANCY BURGESS, husband and wife, and MELVIN EVANS and CHARLOTTE EVANS, husband and wife, and EDWARD C. HEWITSON and MARY JANE HEWITSON, husband and wife, be, and the same hereby is, specifically reformed, altered, amended, supplemented and superceeded to show the true and correct agreement of the parties thereto and to this instrument and the true and correct description of the real property intended to be conveyed by said contract to be as follows:

PARCEL NO. 1: That portion of the B. B. Bishop D. L. C. in Sections 16, 17, and 20, Township 2 North, Range 7 E. W. M., described as follows: Beginning at the intersection of the west line of the said Section 16 with the northerly line of the county road known as the Moffetts-Carpenter Road; thence following the northerly line of said road in a northerly and easterly direction to intersection with the westerly line of the 300 foot strip of land acquired by the United States of America for the Bonneville Power Administration's electric power transmission lines; thence following the westerly line of said 300 foot strip of land to intersection with the north line of said Bishop D. L. C.; thence west along the north line of said Bishop D. L. C. to the Northwest corner thereof; thence south along the west line of said Bishop D. L. C. to the northerly line of the said Moffetts-Carpenter Road; thence easterly along the north line of said road to the point of beginning; EXCEPT the following described tract of land: Beginning at the intersection of the north line of the said Bishop D. L. C. with the westerly line of said 300 foot strip of land acquired by the United States of America; thence south 32degrees 27' 30" west 754.95 feet, more or less, to the northerly line of said Moffetts-Carpenter Road; thence in a northwesterly direction following the northerly line of said road to intersection with the center line of the right of way granted to the Northwestern Electric Company; thence in a northeasterly direction following the center line of said

right of way to intersection with the north line of the said
Bishop D. L. C.; thence east to the point of beginning.

PARCEL NO. 2: Beginning at a point 650 feet due west of a round hub placed at an angle point in the northerly line of the S. P. & S. Railway Co. right of way, said point being north 09 degrees 05' east 200 feet from station 2042/23.4 of the survey locating the center line of said right of way, said round hub being 997.92 feet south and 2,035.5 feet west from the northeast corner of Section 21, Township 2 North, Range 7 E. W. M.; thence south 00° 48' east to the northerly line of the 200 foot right of way of said railway company; thence westerly along the northerly line of said railway right of way to a point 300 feet west of the last described line, said point being the initial point of the tract hereby described; thence north 00° 48' west to the southerly line of the Evergreen Highway; thence westerly along the southerly line of said highway 100 feet to intersection with the northerly line of said railway right of way; thence easterly along the northerly line of said railway right of way to the initial point; said tract being designated as the west 100 feet of Lot 19 of Block Nine of the unrecorded plat of North Bonneville, Washington.

2. That the said Real Estate Contract as hereinbefore referred to and as before amended by the said amendment of Real Estate Contract hereinbefore referred to shall, in all of its terms, provisions and conditions of whatsoever nature continue and remain in full force and effect and as heretofore existing except for the changes made therein by this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO have set their hands and seals and thus executed this agreement in duplicate on the day and year first above written.

First Party

Walter G. Colson
Walter G. Colson

Dessa M. Colson
Dessa M. Colson

Second Party

Melvin Evans
Melvin Evans

Charlotte Evans
Charlotte Evans

Edward C. Hewitson
Edward C. Hewitson

Mary Jane Hewitson
Mary Jane Hewitson

STATE OF OREGON)
County of Yamhill) ss.

BE IT REMEMBERED that on this 2nd day of May 1960 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named

Walter G. Colson and Dessa M. Colson, husband and wife

who are personally known to me to be the identical named individuals described in and who executed the within instrument and acknowledged to me that they did so freely and voluntarily.

H. E. Witty
Notary Public in and for said County and State
My commission expires 1-1-64

STATE OF WASHINGTON)
County of SKAMANIA) ss.

BE IT REMEMBERED that on this 18th day of JUNE 1960 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named MELVIN EVANS, CHARLOTTE EVANS,

EDWARD C. HEWITSON AND MARY JANE HEWITSON who are personally known to me to be the identical named individuals described in and who executed the within instrument and acknowledged to me that they did so freely and voluntarily.

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Robert J. Salmon
Notary Public in and for said County and State - expires SEP 21, 1961