

REAL ESTATE CONTRACT

THIS AGREEMENT made this day between LURA A. GRE^ANIA, a widow, hereinafter called "Seller", and THE PORT OF SKAMANIA COUNTY, a municipal corporation organized and existing under the laws of the State of Washington, hereinafter called the "Buyer",

WITNESSETH:

I

PREMISES SOLD: That in consideration of the mutual covenants herein contained and the promises to be performed as set out hereinafter, the Seller agrees to sell to the Buyer and the Buyer agrees to purchase from the Seller, the following described real estate situate in Skamania County, Washington, to-wit:

Government Lot Six (6), Government Lot Nine (9), the Southwest Quarter of the Southeast Quarter (SW1/4SE1/4) and that portion of the Southeast Quarter of the Southwest Quarter (SE1/4SW1/4) lying Southerly of Primary State Highway No. 8 in Section Nineteen (19), Township Two (2) North, Range Seven (7) East of the Willamette Meridian; EXCEPT right of way acquired by the Spokane, Portland and Seattle Railway Company;

AND EXCEPT the following described tract of land:

Beginning at a point on the Northerly right of way line of Primary State Highway No. 8, 145.2 feet South and 286.7 feet East of the Northwest corner of the Southwest Quarter of the Southeast Quarter (SW1/4SE1/4) of the said Section Nineteen (19); thence North 322.3 feet; thence East 164.3 feet; thence South 208.2 feet to the Northerly right of way line of said Primary State Highway No. 8; thence South 55°13' West 200 feet along said right of way line to the point of beginning;

AND EXCEPT the following described tract of land:

Beginning at the Northeast corner of the said Government Lot Six (6); thence South 21°19' East 432.2 feet along the Westerly line of the Hamilton D. L. C; thence South 42°43' West 71 feet; thence South 17°53' West 90.7 feet to the initial point of the tract hereby described; thence North 48°10' West 210 feet; thence South 17°53' West 206 feet; thence South 48°10' East 210 feet; thence North 17°53' East 206 feet to the initial point.

SUBJECT TO Easements and rights of way granted to, and acquired by, the United States of America for the Bonneville Power Administration's electric power transmission lines and for access roads thereto.

SUBJECT ALSO TO an Easement and right of way for an electric power transmission line granted to Northwestern Electric Company, a corporation, by deed dated November 4, 1930, and recorded February 20, 1931, at page 571 of Book W of Deeds, Records of Skamania County, Washington.

SUBJECT ALSO TO an Easement for a pipeline for the transportation of natural gas, oil and the products thereof granted to the Pacific Northwest Pipeline Corporation, a Delaware corporation, by right of way contract dated December 21, 1955, and recorded February 6, 1956, at page 114 of Book 41 of Deeds, Records of Skamania County, Washington.

SUBJECT ALSO TO Easements and rights of way for public roads, including that for Primary State Highway No, 8, over and across the real estate contracted to be sold.

The tractor and appurtenant implements now on the premises are included in this sale.

II

PURCHASE PRICE: The purchase price for said real estate is the sum of Thirty Five Thousand and no/100 Dollars (\$35,000.00), of which the Buyer has this day paid the sum of Twelve Thousand and no/100 Dollars (\$12,000.00), receipt of which is hereby acknowledged by the Seller. The balance of Twenty-Three Thousand and no/100 Dollars (\$23,000.00) shall be paid in annual installments as follows: \$6,000.00 or more, at Buyer's option, on or before the 1st day of June, 1966, and \$6,000.00 or more, at Buyer's option, on or before the 1st day of each June thereafter, until the full balance of principal and interest have been paid. All such payments shall include interest on the unpaid balance from time to time at the rate of five (5%) per cent per annum computed from the date of this Contract. Buyer reserves the right to pay the balance on this Contract in full at any time without penalty.

All payments under this Contract shall be made to the Seller at Stevenson, Washington, or at such other place as the Seller may from time to time in writing direct.

III

POSSESSION: Buyer shall be entitled to possession of said premises thirty (30) days after the date of this Contract.

IV

PREPAID TAXES: All prepaid taxes and fire insurance shall be pro rated between Buyer and Seller as of the date of this Contract.

V

BUYER'S COVENANTS: Buyer covenants and agrees as follows:

- (a) To make the payments above mentioned in the manner and on the dates named;
- (b) To keep the buildings on the premises constantly insured against loss by fire to the full insurable value thereof, with loss payable to Seller and Buyer as their respective interests may appear, and upon demand to deliver said policies to Seller;
- (c) To keep the property covered by this Contract in the condition as it stands at the time of this Contract and to pay the consideration agreed upon and named herein regardless of any loss, destruction or damage to any of said property or to the improvements thereon by fire, or from any other cause;
- (d) To make or permit no unlawful use of said property or any part thereof;
- (e) To permit no waste of said property;
- (f) To permit the Seller or her agents to enter into or upon the said property at any reasonable time to inspect the same;
- (g) To pay regularly and seasonably and before the same shall become delinquent, all taxes, assessments, liens and encumbrances of whatsoever kind and nature, which may hereafter be lawfully imposed upon said property or which may have been assumed by the Buyer in this Contract;

(h) Not to permit or suffer any part of said property to become subject to any assessment, lien, charge or encumbrance whatsoever having or taking precedence over the rights of the Seller in and to said property;

(i) Not to remove the buildings or other improvements without the written consent of the Seller.

VI

DEED AND TITLE INSURANCE: Seller agrees to execute and deliver to Buyer upon final payment on this Contract a Warranty Deed conveying said property to the Buyer free and clear from all encumbrances as of the date of the execution of this Contract, except those mentioned herein.

Seller is at this time procuring and delivering to Buyer a Purchaser's policy of title insurance showing her title to be free and clear of all encumbrances except those mentioned herein. It is agreed that Seller shall have no obligation to give further proof of her title.

VII

FORFEITURE: Time is of the essence of this Contract and if the Buyer shall fail, refuse or neglect to pay either or any of the installments or interest or any other payment due, or shall fail to keep and/or perform any of the covenants and agreements herein contained on the part of the Buyer to be performed, after notice as herein provided, then the Seller shall have the right to declare this Contract null and void; and if the Buyer shall fail to make good such default within sixty (60) days after the Seller shall have served a written Notice of Intention to Declare Contract Forfeited by delivering said Notice to the Buyer or mailing same by registered mail to the said Buyer at its last known address or the address given on this Contract, at the Seller's option, then and in that event, all of Buyer's rights under this Contract shall immediately and utterly cease and determine and the property described herein shall revert to and revest in the Seller without further action on the part of the Seller without any right of the Buyer to reclamation or compensation for money paid or for improvements made on said premises, as fully, perfectly and absolutely as if this agreement had never been made, and all monies theretofore paid to the Seller under this Contract shall thereupon be forfeited without process of law and shall be retained by and belong to the Seller in full satisfaction of all claims as accrued and reasonable rent of said property from this date to the time of such forfeiture and as the liquidated damages to the Seller for Buyer's failure to complete this Contract.

VIII

WAIVER: No assent, expressed or implied, by Seller to any breach of Buyer's covenants and agreements shall be deemed or taken to be a waiver of any succeeding breach of the same or other covenants.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate this 10th day of June, 1965.

Tina A. Garcia
No. _____ Seller

PORT OF SKAMANIA COUNTY
By *Leonard Foster*
Russ E. Humphreys

TRANSACTION EXCISE TAX

JUN 23 1965

Amount Paid Exempt
Miriam Anderson
Skamania County Treasurer

Commissioners

Buyer

By _____

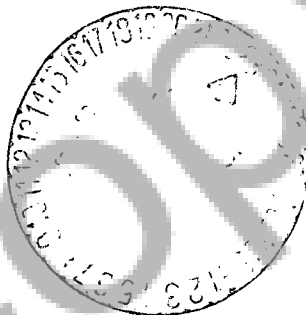
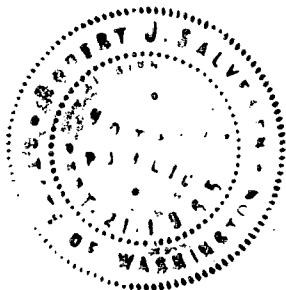
STATE OF WASHINGTON)
COUNTY OF SKAMANIA } ss.

On this day personally appeared before me LURA GREINIA to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that she signed the same as her 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 this 10th day of June, 1965.

Robert J. Salveen

Notary Public in and for the State of Washington, Residing at Stevenson



Unofficial Copy