

1744

REAL ESTATE CONTRACT

THIS AGREEMENT, made and entered into this 2nd day of March, 1965, by and between JOHN TOL and LA RENA TOL, husband and wife, hereinafter called the "Sellers", and PORT OF SKAMANIA COUNTY, a municipal corporation, of the State of Washington, hereinafter called the "Purchaser"; WITNESSETH:

That the Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase of the Seller the following described real estate, with appurtenances, situate in the County of Skamania, State of Washington; to-wit:

PARCEL NO. 1 (Tract C)

A tract of land located in the George W. Johnson D.L.C. No. 38 in Section 20, Township 2 North, Range 7 E.W.M., more particularly described as follows: Beginning at a point 2,408.20 feet south and 677.56 feet west from the northeast corner of the said Section 20, said point being marked by a United States Corps of Engineers' brass monument; thence south $44^{\circ} 57'$ east 450.18 feet to the southerly right of way line of the Spokane, Portland & Seattle Railway Company; thence in a southwesterly direction along said southerly right of way line 1,060 feet to the initial point of the tract hereby described; thence continuing in a southwesterly direction along said southerly right of way line 1,200 feet, more or less, to intersection with the westerly line of said Johnson D.L.C.; thence south $17^{\circ} 46' 45''$ east along the westerly line of said Johnson D.L.C. 1,750 feet, more or less, to intersection with a line bearing due west from a meander corner on the Columbia River; thence east 971.99 feet to said meander corner; thence north 63° east along the meander line 145.2 feet; thence north $48^{\circ} 15'$ east along the meander line 360 feet, more or less, to intersection with a line bearing south $21^{\circ} 49'$ east from the initial point; thence north $21^{\circ} 49'$ west 1,915.02 feet to the initial point; said tract containing 56 acres, more or less.



Parcel No. 2 (Tract D)

A tract of land located in the George W. Johnson D.L.C. No. 38 in Section 20, Township 2 North, Range 7 E.W.M., more particularly described as follows:

Beginning at a point 2,408.20 feet south and 677.56 feet west from the northeast corner of the said Section 20; said point being marked by a United States Corps of Engineers brass munument; thence north 00° 21' east 164.05 feet to the southerly right of way line of Primary State Highway No. 8; thence south 64° 14' west along the southerly right of way line of said highway 1,000 feet to the initial point of the tract hereby described; thence south 64° 14' west along the southerly right of way line of said highway, 1,100 feet, more or less, to intersection with the westerly line of said Johnson D.L.C.; thence south 17° 46' 45" east 250 feet, more or less, to the northerly right of way line of the Spokane, Portland & Seattle Railway Company; thence in an easterly direction along said northerly right of way line to a point which is south 25° 46' east from the initial point; thence north 25° 46' west 328.02 feet to the initial point; said tract containing 7.65 acres, more or less.

SUBJECT TO easements and rights of way, if any, for public roads over and across the above described parcels.

The terms and conditions of this contract are as follows: The purchase price is TWENTY FIVE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$25,800.00), of which Five Hundred and No/100 Dollars (\$500.00) has been paid, the receipt whereof is hereby acknowledged, and the balance of the purchase price shall be paid as follows:

On or before the first day of April, 1965, the Purchaser shall pay the further sum of Two Thousand Three Hundred and No/100 Dollars (\$2,300.00). The remaining balance, being TwentyThree Thousand and No/100 Dollars (\$23,000.00), shall be paid in six (6) annual installments of Three Thousand Eight Hundred Thirty-three and 33/100 Dollars (\$3,833.33) each payment, the first of which payments shall commence on April 1, 1966, and be payable thereafter on or before the first day of April of each succeeding year until the purchase price is fully paid. No interest shall be chargeable on the deferred balance but in the event of delinquency the delinquent payments shall bear interest from date of delinquency at the legal rate of interest as specified by law.

The Purchaser is entitled to take possession of said premises on date hereof.

The Purchaser assumes all hazards of damage to or destruction of any improvements now on said land or hereafter to be placed thereon.

The Purchaser agrees that full inspection of said described premises has been made and that neither the Seller nor their assigns shall be held to any covenant respecting the condition of any improvements on said premises nor to any agreement for improvements or repairs unless the covenant or agreement relied upon be in writing and attached to and made a part of this contract. The Purchaser expressly agrees that it takes the premises as hereinabove described in its present condition.

The Purchaser covenants and agrees that it will provide from its budgeted revenues a sufficient sum to pay the annual payments as hereinbefore set forth.

The Seller agrees on full payment of said purchase price in the manner hereinbefore specified, to make, execute and deliver to the Purchaser a good and sufficient warranty deed to said premises.

Time is of the essence of this contract. In case the Purchaser shall fail to make any payment of said purchase price promptly at the time the same shall fall due as hereinbefore specified, the Sellers may elect to declare a forfeiture and cancellation of this contract and upon such election being made, all rights of the Purchaser hereunder shall cease and determine and any payments theretofore made by the Purchaser hereunder shall be retained by the Seller in liquidation of all damages sustained

-3-

* It is agreed that no forfeiture shall be declared by Sellers until at least 60 days shall have elapsed after the Sellers shall have served a written Notice of Intention to Declare Contract Forfeited upon Purchaser by delivering said notice to Purchaser personally or by mailing same to Purchaser by registered mail, and Purchaser shall have said 60 day period in which to cure any defaults set forth in such Notice.

Amendment Approved:

John D. Tol *LaRosa*

BOOK 34 PAGE 53
by reason of such failure. Service of all demands, letters or other papers with respect to such declaration of forfeiture and cancellation may be made by registered mail at the following address, to-wit:

Port of Skamania County
Stevenson,
Washington;

or at such other address as the Purchaser shall indicate to the Sellers in writing. Or the Sellers may elect to bring action, or actions, on any intermediate overdue installment, or on any payment, or payments, made by the Seller and repayable by the Purchaser, it being stipulated that the covenant to pay intermediate installments or to pay items repayable by the Purchaser, are independent of the covenant to make a deed and that every such action is an action arising on contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument, and that no such action shall constitute an election not to proceed otherwise as to any subsequent default, and no waiver by the Sellers of any default on the part of the Purchaser shall be construed as a waiver of any subsequent default.

The Sellers agree to furnish within thirty days from date hereof a purchaser's policy of title insurance from the Washington Title Insurance Company, insuring the Purchaser to the full amount of said purchase price against loss or damage by reason of defect in the title of the Sellers to the said described premises or by reason of prior liens not assumed by the Purchaser under this agreement.

In any suit or action to enforce any covenant of this contract or to collect any installment payment or any charge

arising therefrom; the Purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records, which sums shall be included in any judgment or decree entered in such suit.

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

1654
TRANSACTION EXCISE TAX

MAR 9 1965

Amount Paid Medred Skamania
Skamania County Treasurer
By

John W. Tol
La Rena Tol
SELLERS

PORT OF SKAMANIA COUNTY
Skamania County, Washington

By Leonard Foster
Ross E. Humphrey
Arthur E. Gale

PURCHASER

STATE OF WASHINGTON)
: ss.
COUNTY OF KLICKITAT)

On this day personally appeared before me JOHN TOL and LA RENA TOL, husband and wife, 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 2nd day of

March 1965.



Alfred M. Jacobson
Notary Public in and for the State
of Washington, residing at
Goldendale.