

TRIPLICATE

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PERSONAL PROPERTY AND PERSONAL SERVICES
SALES CONTRACT

This AGREEMENT, made and entered into this 21st day
of March, 1978.

BEETWEEN The Housing Authority of the City of North
Bonneville,

AND

Dear A. Nygaard and Mary Jane Nygaard, husband and wife
FOR off-site removal, on-site placement, upgrading
to Uniform Building Code standards, and conveyance
of the below described personal property, in
accordance with specific terms of this agreement.

DESCRIPTION OF PERSONAL PROPERTY

A one and one half story, four bedroom, single detached house
containing approximately 1,605 sq. ft. of living space,
formerly located on Corps real estate tract 2, within the
area referred to as Fort Rains, within the City of North
Bonneville, and also known as the former Osterberg residence.

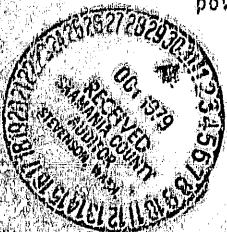
WITNESSETH:

WHEREAS, the personal property conveyed and the services
performed under this agreement are directly related to the
relocation of said party to a new residence, and

WHEREAS, the relocation of said party is directly resulting
from the Bonneville Dam Second Powerhouse Project, and

WHEREAS, the relocation assistance provided is necessary to
alleviate serious hardship on the said party, and

WHEREAS, the personal property acquired by the Housing
Authority of the City of North Bonneville has been undertaken
to prevent destruction of the described property by
powerhouse construction activities, and



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Contract - Dean A. & Mary Jane NYGAARD
of 6

WHEREAS, the salvage of personal property, its conveyance, and services performed under this agreement have the specific and singular purpose of providing relocation housing for the named party,

NOW THEREFORE, it is mutually agreed as follows:

1. STATEMENT OF SERVICE - the Housing Authority of the City of North Bonneville, hereinafter referred to as the HOUSING AUTHORITY, shall undertake the necessary contracts for the off-site removal, on-site placement and upgrading of the above described personal property as provided in the body of this agreement. On site placement of said personal property shall be located on the real property belonging to Dean A. and Mary Jane Nygaard, hereinafter referred to as the OWNERS, as described below:

LEGAL DESCRIPTION OF REAL PROPERTY

Lot 20, Block 6, Flat of Relocated North Bonneville recorded in Book "B" of Plats, Page under Skamania County file No. 83466 also recorded in Book "B" of Plats, Page under Skamania County file no. 84429, Records of Skamania County, Washington.

a) Off-Site Removal - The HOUSING AUTHORITY shall make all arrangements necessary to remove said personal property, under its ownership, from the existing location at Fort Rains, Corps real estate tract #2301, and transport it safely to the described real property of the OWNERS.

b) On-Site Placement - The HOUSING AUTHORITY shall make all arrangements for and represent the singular authority for directing any contractor(s) to perform services, of any nature whatever, with respect to on-site placement or construction activities relating thereto. The HOUSING AUTHORITY shall make all arrangements necessary for and obtain all approvals required for providing an adequate supply of potable water to the relocated facility.

c) Up-Grading of Structure to Uniform Building Code Standards:

Foundation - A concrete, poured in place, foundation of sufficient depth and thickness, as specified in City Ordinance #340, shall be constructed to insure proper placement of the personal property on a permanent foundation. Said foundation shall be constructed with an 8" thick foundation wall because of the two story structure.

Electrical Wiring and Services - The wiring system and all circuits shall be properly inspected by a qualified electrician. All circuits shall be functional according to Code requirements and if found to be inadequate or in disrepair, shall be repaired or additional facilities added as may be required. All electric wall heaters shall be tested for proper working order and a certification shall be supplied to the OWNERS that all heaters are thermostatically controlled. Inspection of all wiring and circuits

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shall be undertaken by the State Electrical Inspector and a copy of the inspection card shall be supplied to the OWNERS.

Plumbing - All plumbing fixtures, pipes, venting and drains shall be fully functional, inspected and certified by a qualified plumber. The system shall be tested for leaks after the system is under pressure from the established water supply. Any failure of the system shall be corrected by the HOUSING AUTHORITY prior to occupancy of the facility by the OWNERS.

Structure - The structure of the wood frame building shall be inspected for dry rot and any other defects in materials or structure soundness. All siding, structural members, or materials found to be in disrepair shall be corrected to insure a decent, safe and sanitary dwelling as required by the Uniform Building Code. Construction of whatever nature shall be the sole responsibility of the HOUSING AUTHORITY including any patching, taping or plastering that may be required to repair cracks in walls or windows, ceilings or floors. All painting or furnishings of any type whatever shall be the responsibility of the OWNERS. The HOUSING AUTHORITY shall, however, supply at its expense the paint required to cover any effects of the on site placement of the wood frame structure. The determination of required repairs and construction activities shall be made by the HOUSING AUTHORITY in conjunction with appropriate qualified inspectors.

Back Filling and Leveling - All back filling and leveling shall be completed in a manner so that finish grading and landscaping can be undertaken by the OWNERS. All large material, rocks, stumps and debris shall be removed from the back fill area to insure that the site is ready for finish grading and landscaping by the OWNERS.

Landscaping - The HOUSING AUTHORITY shall provide the OWNERS with the lawn seed necessary to cover the actual area of exposed earth caused by the on-site placement of the wood frame structure. All seeding, landscaping and finish grading for landscaping shall be the responsibility of the OWNERS.

Access - The HOUSING AUTHORITY shall provide a useable gravel access to the location of the structure on the real property of the OWNERS. The gravel shall be layered in two courses; a base course and leveling course. The base course, 4 in. minus, shall be approximately 6 in. thick and shall be covered by a leveling course of crushed rock, 3/4 in. minus, approximately 2 in. to 3 in. thick. The access road shall be graded in accordance with normal grading procedures for gravel driveways.

Roof - The HOUSING AUTHORITY shall provide for the removal of the two layers of existing asphalt shingles and installation of Fry Suburban Thatch Shingles. Color to be chosen by the OWNERS. The roofing of the house shall include all necessary repairs of the flashings, rafters and gutter with downspouts.

Windows & Doors - All windows and doors shall be inspected after the house is lowered to the foundation to insure that opening and closure function properly. All windows & doors shall be adjusted, repaired or replaced as the circumstances may require to insure proper function and whether in tight condition.

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PERSONAL PROPERTY AND PERSONAL SERVICES
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This AGREEMENT, made and entered into this 21st day
of March, 1978.

BETWEEN The Housing Authority of the City of North
Bonneville,

AND

Dean A. Nygaard and Mary Jane Nygaard, husband and wife
FOR off-site removal, on-site placement, upgrading
to Uniform Building Code standards, and conveyance
of the below described personal property, in
accordance with specific terms of this agreement.

DESCRIPTION OF PERSONAL PROPERTY

A one and one-half story, four bedroom, food for structure
containing approximately 1,605 sq. ft.. Said property,
formally located on Corps real estate tract #2301 in the
area referred to as Fort Rains, within the City of North
Bonneville, and also known as the former Ostergren residence.

WITNESSETH:

WHEREAS, the personal property conveyed and the services
performed under this agreement are directly related to the
relocation of said party to a new residence, and

WHEREAS, the relocation of said party is directly resulting
from the Bonneville Dam Second Powerhouse Project, and

WHEREAS, the relocation assistance provided is necessary to
alleviate serious hardship on the said party, and

WHEREAS, the personal property acquired by the Housing
Authority of the City of North Bonneville has been undertaken
to prevent destruction of the described property by
powerhouse construction activities, and



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Contract - Dean A. & Mary Jane NYGAARD
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WHEREAS, the salvage of personal property, its conveyance, and services performed under this agreement have the specific and singular purpose of providing relocation housing for the named party,

NOW THEREFORE, it is mutually agreed as follows:

1. STATEMENT OF SERVICE - the Housing Authority of the City of North Bonneville, hereinafter referred to as the HOUSING AUTHORITY, shall undertake the necessary contracts for the off-site removal, on-site placement and upgrading of the above described personal property as provided in the body of this agreement. On site placement of said personal property shall be located on the real property belonging to Dean A. and Mary Jane Nygaard, hereinafter referred to as the OWNERS, as described below:

LEGAL DESCRIPTION OF REAL PROPERTY

Lot 20, Block 6, Plat of Relocated North Bonneville recorded in Book "B" of Plats, Page under Skamania County File No. 83466 also recorded in Book "5" of Plats, Page under Skamania County File no. 84429, Records of Skamania County, Washington.

a) Off-Site Removal - The HOUSING AUTHORITY shall make all arrangements necessary to remove said personal property, under its ownership, from the existing location at Fort Rains, Corps real estate tract #2301, and transport it safely to the described real property of the OWNERS.

b) On-Site Placement - The HOUSING AUTHORITY shall make all arrangements for and represent the singular authority for directing any contractor(s) to perform services, of any nature whatever, with respect to on-site placement or construction activities relating thereto. The HOUSING AUTHORITY shall make all arrangements necessary for and obtain all approvals required for providing an adequate supply of potable water to the relocated facility.

c) Up-Grading of Structure to Uniform Building Code Standards:

Foundation - A concrete, poured in place, foundation of sufficient depth and thickness, as specified in City Ordinance #340, shall be constructed to insure proper placement of the personal property on a permanent foundation. Said foundation shall be constructed with an 8" thick foundation wall because of the two story structure.

Electrical Wiring and Services - The wiring system and all circuits shall be properly inspected by a qualified electrician. All circuits shall be functional according to Code requirements and if found to be inadequate or in disrepair, shall be repaired or additional facilities added as may be required. All electric wall heaters shall be tested for proper work in order and a certification shall be supplied to the OWNERS that all heaters are thermostatically controlled. Inspection of all wiring and circuits

shall be undertaken by the State Electrical Inspector and a copy of the inspection card shall be supplied to the OWNERS.

Plumbing - All plumbing fixtures, pipes, venting and drains shall be fully functional, inspected and certified by a qualified plumber. The system shall be tested for leaks after the system is under pressure from the established water supply. Any failure of the system shall be corrected by the HOUSING AUTHORITY prior to occupancy of the facility by the OWNERS.

Structure - The structure of the wood frame building shall be inspected for dry rot and any other defects in materials or structure soundness. All siding, structural members, or materials found to be in disrepair shall be corrected to insure a decent, safe and sanitary dwelling as required by the Uniform Building Code. Construction of whatever nature shall be the sole responsibility of the HOUSING AUTHORITY including any patching, taping or plastering that may be required to repair cracks in walls or windows, ceilings or floors. All painting or furnishings of any type whatever shall be the responsibility of the OWNERS. The HOUSING AUTHORITY shall, however, supply at its expense the paint required to cover any effects of the on-site placement of the wood frame structure. The determination of required repairs and construction activities shall be made by the HOUSING AUTHORITY in conjunction with appropriate qualified inspectors.

Back Filling and Leveling - All back filling and leveling shall be completed in a manner so that finish grading and landscaping can be undertaken by the OWNERS. All large material, rocks, stumps and debris shall be removed from the back fill area to insure that the site is ready for finish grading and landscaping by the OWNERS.

Landscaping - The HOUSING AUTHORITY shall provide the OWNERS with the lawn seed necessary to cover the actual area of exposed earth caused by the on-site placement of the wood frame structure. All seeding, landscaping and finish grading for landscaping shall be the responsibility of the OWNERS.

Access - The HOUSING AUTHORITY shall provide a useable gravel access to the location of the structure on the real property of the OWNERS. The gravel shall be layered in two courses; a base course and leveling course. The base course, 4 in. minus, shall be approximately 6 in. thick and shall be covered by a leveling course of crushed rock, 3/4 in. minus, approximately 2 in. to 3 in. thick. The access road shall be graded in accordance with normal grading procedures for gravel driveways.

Roof - The HOUSING AUTHORITY shall provide for the removal of the two layers of existing asphalt shingles and installation of Fry Suburban Match Shingles. The roofing to be chosen by the OWNERS. The roofing of the house shall include all necessary repairs of the flashing, valleys and gutter with downspouts.

Windows & Doors - All windows and doors shall be removed after the house is lowered to the foundation and the opening and egress function properly. All windows and doors shall be adjusted, repaired or replaced as necessary to insure proper function and tight construction.

Kitchen - The HOUSING AUTHORITY shall provide new kitchen cabinets, counter sink and counter tops. The design of said cabinets shall conform to the existing kitchen space and will be worked out between the parties to this agreement. The kitchen package shall be advertised for bids as a package job and in addition as separate units for cabinets and counter tops separate from the sink and installation.

Utility Room Addition - A ten (10') foot by approximately 12' utility room addition shall be constructed off the east wall of the kitchen space. The addition shall utilize the door opening nearest to the dining room and a second door shall open to the outside from the east wall of the addition. The roof shall be the same pitch as the existing roof attached as if a dormer projecting out of the existing roof over the kitchen. The HOUSING AUTHORITY shall provide for all the materials and construction of the addition. The OWNERS shall provide for the framing and sheathing of the addition with the materials supplied by the HOUSING AUTHORITY. The detailed design to be worked out between the parties.

2. STIPULATED SUM - It is agreed by the parties that the conveyance of personal property and services set forth in this agreement shall be undertaken for the stipulated sum of \$6,000.00 or the actual cost, whichever is the greater. The OWNERS agree to pay and the HOUSING AUTHORITY agrees to accept payment in the amount of the stipulated sum in two installments. The first, in an amount of \$10,000.00, within 90 days of the signing of this agreement. The second installment of \$16,000 or the balance of the actual cost, whichever is greater, within 120 days of the signing of this contract or upon completion of the services specified in this agreement should said completion be within the 120 day limit.

3. HOOK-UP OF MUNICIPAL UTILITIES - The stipulated sum includes provisions for hook-ups to the municipal water and sewer system. The expenses to be born by the HOUSING AUTHORITY include the ditching and lines necessary to extend from the property line to the location of the structure on the real property of the OWNERS.

4. ELECTRICAL UTILITIES AND TELEPHONE SERVICE - Electrical service and telephone line shall be underground and shall be provided by the HOUSING AUTHORITY through coordination with the P.U.D. and United Telephone. The HOUSING AUTHORITY shall not be responsible for T.V. cable service or reception antenna of any type.

5. HOLD HARMLESS - The purchaser agrees to allow the HOUSING AUTHORITY and their contractors access to the real property of the OWNERS as described in this agreement for the completion of the work and services under this agreement, at any time and without notice. The OWNERS agree to hold the HOUSING AUTHORITY harmless from any damage or claims of any nature that may arise from the on-site placement of the wood frame structure on the real property of the OWNERS. This provision, however, is not to exclude the gross negligence of the HOUSING AUTHORITY or its contractors, should that be the case in any particular claim or damage action.



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Contract - Dean A. & Mary Jane NYGAARD**6. ACCEPTANCE OF PERSONAL PROPERTY AND SERVICES -**

The OWNERS agree to accept the wood frame structure as a formal written attachment to this agreement, provided that all the services stipulated are fully completed. Upon this written acceptance the personal property of the HOUSING AUTHORITY, the described wood frame structure, shall become the real property of the OWNERS and shall be duly recorded in the appropriate city and county records. Prior to acceptance of the personal property of the HOUSING AUTHORITY, during the time the wood frame structure is located on the real property of the OWNERS, the OWNERS accept full responsibility to insure the security of the property against vandalism of any type whatever. The HOUSING AUTHORITY shall not be responsible for repairs or replacements of items that are either stolen or destroyed through vandalism. The HOUSING AUTHORITY will cover the wood frame structure with fire insurance.

7. ADDITIONAL SERVICES - It is hereby mutually agreed that the HOUSING AUTHORITY shall have overall control and direction of all services included herein. Any services directed by the OWNERS shall be the full liability of the OWNERS.

8. DEFAULT - Shall for any reason the OWNERS fail to comply with the terms of this agreement or payments as provided herein, the HOUSING AUTHORITY shall upon its substantial performance, notify the OWNERS of said default. The OWNERS shall be afforded a two week period, fourteen calendar days, to comply with the terms of this agreement upon written notice of default. Substantial performance shall be defined to mean, on-site placement, contract arrangements, construction of foundation for the permanent placement of the house on the OWNERS real property.

Should default notification occur after the HOUSING AUTHORITY'S personal property is lowered and secured to the new foundation and the OWNERS fail to bring themselves into compliance as specified in writing, the OWNERS agree to assign and deed the above described real property, Lot 20, Block 6, Plats of Relocated North Bonnaville, to the HOUSING AUTHORITY as damages for said default.

IN WITNESS WHEREOF, the named parties have caused this agreement to be executed by their proper officers or as individuals (in the case of the OWNERS) this 21st day of March, 1978.



HOUSING AUTHORITY SIGNATURES

Paul N. Frye
Paul N. FRYE, Chairman

Attest:

Vivian M. Chase
Vivian M. CHASE, Secretary/Treasurer

OWNERS SIGNATURES

Dean A. Nygaard
Dean A. NYGAARD

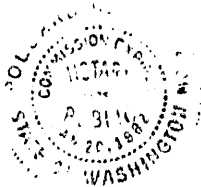
Mary Jane Nygaard
Mary Jane NYGAARD

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On this day personally appeared before me DEAN A. AND
MARY JANE NYGAARD, 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 20th day
of March, 1978.



[Signature]
Notary Public in and for the
State of Washington, residing
at *[Signature]*, in
Skamania County, Washington.

Kitchen - The HOUSING AUTHORITY shall provide new kitchen cabinets, counter sink and counter tops. The design of said cabinets shall conform to the existing kitchen space and will be worked out between the parties to this agreement. The kitchen package shall be advertised for bids as a package job and in addition as separate units for cabinets and counter tops separate from the sink and installation.

Utility Room Addition - A ten (10') foot by approximately 12' utility room addition shall be constructed off the east wall of the kitchen space. The addition shall utilize the door opening nearest to the dining room and a second door shall open to the outside from the east wall of the addition. The roof shall be the same pitch as the existing roof attached as if a door projecting out of the existing roof over the kitchen. The HOUSING AUTHORITY shall provide for all the materials and construction of the addition. The OWNERS shall provide for the framing and sheeting of the addition with the materials supplied by the HOUSING AUTHORITY. The detailed design to be worked out between the parties.

2. **STIPULATED SUM** - It is agreed by the parties that the conveyance of personal property and services set forth in this agreement shall be underwritten for the stipulated sum of \$26,000.00 or the actual cost, whichever is the greater. The OWNERS agree to pay and the HOUSING AUTHORITY agrees to accept payment in the amount of the stipulated sum in two installments. The first, in an amount of \$10,000.00, within 90 days of the signing of this agreement. The second installment of \$16,000 or the balance of the actual cost, whichever is greater, within 120 days of the signing of this contract or upon completion of the work specified in this agreement should said completion not be beyond the 120 day limit.

3. **HOOK-UP OF MUNICIPAL UTILITIES** - The stipulated sum includes provisions for hook-ups to the municipal water and sewer system. The expenses to be born by the HOUSING AUTHORITY include the ditching and lines necessary to extend from the property line to the location of the structure on the real property of the OWNERS.

4. **ELECTRICAL UTILITIES AND TELEPHONE SERVICE** - Electrical service and telephone line shall be underground and shall be provided by the HOUSING AUTHORITY through coordination with the P.U.D. and United Telephone. The HOUSING AUTHORITY shall not be responsible for F.V. cable service or reception antenna of any type.

5. **HOLD HARMLESS** - The purchaser agrees to allow the HOUSING AUTHORITY and their contractors access to the real property of the OWNERS as described in this agreement for the completion of the work and services under this agreement, at any time and without notice. The OWNERS agree to hold the HOUSING AUTHORITY harmless from any damage or claims of any nature that may arise from the on-site placement of the wood frame structure on the real property of the OWNERS. This provision, however, is not to exclude the gross negligence of the HOUSING AUTHORITY or its contractors, should that be the case in any particular claim or damage action.



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Contract - Dean A. & Mary Jane NYGAARD**6. ACCEPTANCE OF PERSONAL PROPERTY AND SERVICES -**

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7. ADDITIONAL SERVICES - It is hereby mutually agreed that the HOUSING AUTHORITY shall have overall control and direction of all services included herein. Any services directed by the OWNERS shall be the full liability of the OWNERS.

8. DEFAULT - Shall for any reason the OWNERS fail to comply with the terms of this agreement or payments as provided herein, the HOUSING AUTHORITY shall upon its substantial performance, notify the OWNERS of said default. The OWNERS shall be afforded a two week period, fourteen calendar days, to comply with the terms of this agreement upon written notice of default. Substantial performance shall be defined to mean, on-site placement, contract arrangements, construction of foundation for the permanent placement of the house on the OWNERS real property.

Should default notification occur after the HOUSING AUTHORITY'S personal property is lowered and secured to the new foundation and the OWNERS fail to bring themselves into compliance as specified in writing, the OWNERS agree to assign and deed the above described real property, Lot 20, Block 6, Plats of Relocated North Bonneville, to the HOUSING AUTHORITY as damages for said default.

IN WITNESS WHEREOF, the named parties have caused this agreement to be executed by their proper officers or as individuals (in the case of the OWNERS) this 21st day of March, 1978.



HOUSING AUTHORITY SIGNATURES

Paul N. Frye
Paul N. FRYE, Chairman

Attest:

Vi Chase
VI CHASE, Secretary/Treasurer

OWNERS SIGNATURES

Dean A. Nygaard
Dean A. NYGAARD

Mary Jane Nygaard
Mary Jane NYGAARD

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Personal Property & Personal Services Sales
Contract - Dean A. & Mary Jane NYGAARD

On this day personally appeared before me DEAN A. AND
MARY JANE NYGAARD, 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 20th
of March, 1978.



William H. Dickson
Notary Public in and for the
State of Washington, residing
at North Bonanza, in
Skamania County, Washington.

Unofficial Copy