

72555

## REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 14th day of September, 1970, between GARY R. HEGEWALD and JUDITH A. HEGEWALD, husband and wife, hereinafter called the "sellers", and RAYMOND R. AMSTADT and KAREN L. AMSTADT, 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:

The  $S\frac{1}{2}$  E $\frac{1}{2}$  SW $\frac{1}{4}$  SW $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 26, Township 3 North, Range 7 E.W.M., more particularly described as follows:

Beginning at the south one-quarter corner of Section 26, Township 3 North, Range 7 E.W.M.; thence east 331.7 feet to the initial point of beginning; thence north 330 feet; thence east 331.7 feet; thence south 330 feet; thence west 331.7 feet to the initial point of beginning.

SUBJECT to the rights of the Bonneville Power Administration's option for a power line over and across 150 feet, more or less, of the above-described property, more particularly described in that certain document entitled "Option for Electric Transmission Line Easement - Tract No. Ha-0-675" given to the United States of America, Department of the Interior, Bonneville Power Administration, on the 11th day of August, 1970, by Gary Hegewald and Judith A. Hegewald, husband and wife, said document hereby specifically referred to, marked exhibit "A" and hereby incorporated by reference.

The terms and conditions of this contract are as follows, to-wit: the purchase price is One Thousand Five Hundred (\$1,500.00) Dollars, of which Two Hundred Dollars (\$200.00) has been paid, the receipt of which is hereby acknowledged, and the balance of said purchase price shall be paid as follows: the purchasers agree to pay the balance of the purchase price in one lump sum of One Thousand Three Hundred Dollars (\$1,300.00) on the date of closing.

As referred to in this contract, "date of closing" shall be the date this contract, together with a deed from the sellers to the purchasers, is recorded with the Skamania County Auditor.

(1) The purchasers agree that they have made a full inspection of the premises and real estate and that they are aware of the location of the proposed BPA power line; that they have examined the document entitled "Option for Electric Transmission Line Easement - Tract No. Ha-0-675" which is attached hereto as exhibit "A", including the Bonneville Power Administration Drawing No. 150446 DTM-1, which is marked exhibit "B", attached hereto and hereby incorporated by reference, as well as that certain document entitled "Addendum

A", marked exhibit "C", specifically referred to and hereby incorporated by reference.

(2) The parties further agree that because the purchasers had agreed to purchase and the sellers had agreed to sell prior to the Bonneville Power Administration acquiring their right for said easement, that the purchasers shall receive the sum of Two Thousand Dollars (\$2,000.00) from the sellers as payment for that portion of the purchasers' interest in the total tract taken by the Bonneville Power Administration at such time as the sellers receive the total payment from the Bonneville Power Administration for said easement; that upon payment by the sellers to the purchasers of said Two Thousand Dollars (\$2,000.00), the purchasers shall have no further claim whatsoever against the sellers, the Bonneville Power Administration, the sellers' assigns, heirs, or any other person claiming by or through the sellers, and in the event any action is brought against the sellers by the purchasers, the purchasers agree to pay all court costs of the sellers in defending said action, including but not limited to a reasonable attorney's fee.

(3) The sellers agree, upon receiving full payment of the purchase price in the manner above specified, to execute and deliver to the purchasers a good and sufficient warranty deed to said real estate, excepting only that portion of the property previously taken by the Bonneville Power Administration or hereafter taken for public use, or incumbrances that may attach after the date of closing through any person other than the sellers.

(4) Unless a different date is provided for herein, the purchasers shall be entitled to possession of said real estate on date of closing.

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



STATE OF WASHINGTON }  
County of Skamania } ss.

Gary Hegewald (Seal)  
Raymond P. Amstadt (Seal)  
Karen Amstadt (Seal)

On this day personally appeared before me GARY R. HEGEWALD and JUDITH A. HEGEWALD, husband and wife, and RAYMOND R. AMSTADT and KAREN L. AMSTADT, husband and wife, to me known to be the individuals described in and who execut-

ed 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 14th day of September 1970.



Robert H. Lee  
Notary Public in and for the State of Washington, residing at Stevenson.

300

No. 300  
TRANSACTION EXCISE TAX

SEP 16 1970

Amount Paid 15.2

Richard E. Rasmussen  
Skagitna County Treasurer

By Richard E. Rasmussen

Unofficial Copy