

REAL ESTATE CONTRACT

THIS CONTRACT, made this 10th day of November, 1977, between ROBERT K. LEICK and CLAUDIA J. LEICK, husband and wife, hereinafter called the "sellers", and THE TOWN OF STEVENSON, a municipal corporation, hereinafter called the "purchaser",

WITNESSETH: That the purchaser is a municipal corporation with the power of eminent domain and through its duly elected town council has determined that the sellers' property, hereinafter described, is necessary for park purposes for the Town of Stevenson; to-wit:

Lots 26, 27 and 28 of Block Six (6) of the TOWN OF STEVENSON, according to the official plat thereof on file and of record at page 11, Book "A" of Plats, records of Skamania County, Washington.

That the sellers are individuals who own said property and who are willing to allow the town to acquire said property for park purposes, recognizing the town's right of eminent domain.

Both parties agree that the fair market value of said property is \$21,500.00, or more, and further agree that in order to save both parties the expense and time involved in eminent domain proceedings, that said sales price at this time is the sum of \$21,500.00; now, therefore

The purchaser agrees to purchase from the sellers and the sellers agree to sell to the purchaser, the above described property for the sum of \$21,500.00 cash, to be paid on or before the 15th day of January, 1978.

The purchaser may enter into possession on November 10, 1977, and the date of closing is November 10, 1977.

The subject property has been carefully inspected by the purchaser, and no agreements or representations pertaining thereto, or to this transaction, have been made, save such as are stated herein.

The purchaser agrees to pay before delinquency all taxes and assessments assumed by it, if any, and any which may as between grantor and grantee hereafter become a lien on the premises; not to permit waste; and not to use the premises for any illegal purposes. If the purchaser shall fail to pay before delinquency any such taxes or assessments, the seller may pay them, and the amounts so paid shall be deemed part of the purchase price and be payable forthwith with interest at the rate of ten percent per annum until paid, without prejudice to any other right of the sellers by reason of such failure.

The purchaser assumes all risk of the taking of any part of the property for public use, and agrees that any such taking shall not constitute a failure of consideration, but all moneys received by the sellers by reason thereof shall be applied as a payment on account of the purchase price, less any sums which the sellers may be required to expend in procuring said moneys.

No. 5337
 TRANSFER TAX \$0.00
 Date 11/10/77
 Amount Paid \$21,500.00
 By *Robert K. Leick, Claudia J. Leick*

The sellers agree, upon full compliance by the purchaser with its agreements herein, to execute and deliver to the purchaser, a statutory warranty deed to the property, excepting any part which may have been condemned, free of encumbrances except those above mentioned, and any that may accrue hereafter through any person other than the sellers.

The sellers agree to furnish a standard form purchaser's title insurance policy when the purchaser shall have paid this contract in full, insuring the title to said property with liability the same as the above purchase price, free from encumbrances except any which are assumed by the purchaser or as to which the conveyance hereunder is not to be subject.

TIME IS OF THE ESSENCE hereof, and in the event the purchaser shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, the sellers may elect to declare all of the purchaser's rights hereunder terminated. Upon the termination of the purchaser's rights, all payments made hereunder, and all improvements placed upon the premises shall be forfeited to the sellers as liquidated damages and the sellers shall have the right to re-enter and take possession of the property, and if the sellers, after such forfeiture, shall commence an action to procure an adjudication of the termination of the purchaser's rights hereunder, the purchaser agrees to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

Service upon purchaser of all demands, notices or other papers with respect to the nature and termination of purchaser's rights may be made by U. S. post not prepaidd, return receipt requested, directed to the purchaser at the address last known to sellers.

IN WITNESS WHEREOF the parties have signed and sealed this contract the day and year first above written.

SELLERS:

PURCHASER:

(THE TOWN OF STEVENSON, by:

STATE OF WASHINGTON)
County of Skamania) ss

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 5th day of December, 1977, appeared personally before me ROBERT K. LEICK AND CLAUDIA J. LEICK, husband and wife, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me 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 the day and year last above written.

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

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STATE OF WASHINGTON)
)
County of Skamania) ss

On this 21st day of November, 1977, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn personally appeared James A. Wright

to me known to be the Mayor respectively of the municipal corporation that executed the foregoing instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State
Washington, residing at Stevens

MAILED