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STATE OF WASHINGTON

THIS DOCUMENT WAS FURNISHED
THROUGH THE COURTESY OF
PIONEER NATIONAL
TITLE INSURANCE

REAL ESTATE CONTRACT

10/199 695-4495

5th day of March, 1981

Between Anderson Diversified, Inc., a Washington Corporation

hereinafter called the "Seller," and Jack A. Szarecki, a single man, d/b/a S.A.P.E. Investment
and Development Company

hereinafter called the "Purchase,"

WITNESSETH: That the Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller the following described real estate, more fully described in Skamania County, State of Washington:

A TRACT OF LAND IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN; THENCE NORTH ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER TO THE SOUTHWEST CORNER OF THAT TRACT OF LAND BEING PURCHASED BY RONALD CUNNINGS AND CHARLOTTE CUNNINGS, HUSBAND AND WIFE, UNDER AUDITOR'S FILE NO. 75269, AND RECORDED SEPTEMBER 29, 1972; THENCE EAST ALONG THE SOUTH LINE OF SAID CUNNINGS TRACT, A DISTANCE OF 679 FEET TO THE SOUTHEAST CORNER OF SAID CUNNINGS TRACT; THENCE NORTH ALONG THE EAST LINE OF SAID TRACT AND THE NORTHERLY PROLONGATION THEREOF TO ITS INTERSECTION WITH THE NORTH LINE OF SAID SECTION 30; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 30 TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH ALONG SAID EAST LINE TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER TO THE POINT OF BEGINNING.

EXCEPT A STRIP OF LAND 300 FEET IN WIDTH LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SAID SECTION 30 ACQUIRED BY THE UNITED STATES OF AMERICA FOR THE BONNEVILLE POWER ADMINISTRATION'S ELECTRIC POWER TRANSMISSION LINES, IN JUDGMENT AND DECREE ON DECLARATION OF TAKING IN BOOK 27 OF DEEDS, PAGE 319, UNDER AUDITOR'S FILE NO. 26973, RECORDS OF SKAMANIA COUNTY, WASHINGTON. (EXCEPTION APPLIES TO THE LAND DESCRIBED ABOVE).

INCLUDED IN THIS CONVEYANCE
ALSO/A 68 FOOT STRIP OF LAND BEING 30 FEET ON EACH SIDE OF CENTER-LINE DESCRIBED AS THE NORTH-SOUTH CENTERLINE OF THE WEST HALF OF THE NORTHLAEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER IN SECTION 30, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN.

TOGETHER WITH AN EXISTING EASEMENT FOR INGRESS AND EGRESS FROM COUNTY ROAD NO. 11160, KNOWN AS POHL ROAD, (FORMERLY KNOWN AS SKYE SCHOOL ROAD) OVER BONNEVILLE POWER ADMINISTRATION RIGHT OF WAY TO SAID PREMISES.

AND A TRACT OF LAND IN SECTION 19, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, LYING SOUTHERLY AND EASTERLY OF THE RIGHT OF WAY OF COUNTY ROAD NO. 11160, KNOWN AS POHL ROAD, FORMERLY KNOWN AS SKYE SCHOOL ROAD.

8025
No. _____
TRANSACTION EXCISE TAX

MAR 11 1981

Amount Paid _____

Skamania County Treasurer
By Deputy

The terms and conditions of this contract are as follows: The purchase price is **Fifty Six Thousand and no/100 ----- (\$56,000.00) Dollars, of which Eight Thousand and no/100 ----- (\$ 8,000.00) Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows:**

Payments to be semi-annually as follows:

The sum of \$2,500.00 or more at purchasers option, on or before the 11th day of September, 1981, and the sum of \$2,500.00 or more at purchasers option on or before the 11th day of March, 1982; the sum of \$3,000.00 or more at purchasers option on or before the 11th day of September, 1982, and a like sum for each and every semi-annual installment thereafter. Purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of 9-1/2% per annum from the 11th day of March, 1981, which interest shall be deducted from each

installment payment and the balance of each payment applied in reduction of principal. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE ENTIRE PRINCIPAL BALANCE, TOGETHER WITH ALL INTEREST DUE THEREON, SHALL BE PAID IN FULL ON OR BEFORE SIX Years FROM DATE OF RECORDING HEREOF.

FOR ADDITIONAL TERMS AND CONDITIONS, SEE ATTACHED EXHIBIT "A".

All payments to be made hereunder shall be made at
or at such other place as the buyer may direct in writing.

As referred to in this contract, "date of closing" shall be Date of Recording.

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other indebtedness, or has assumed payment of or agreed to purchase subject to, any taxes or assessments now or hereafter on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or his assigns be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to and made a part of this contract.

(4) The purchaser insures all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of such real estate or any part thereof for public use, and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or replacement of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expenses of procuring the same and so devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser fails to do so, shall be paid to the seller for application on the purchase price herein.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment thereto, issued by PACIFIC NATIONAL TRUST INSURERS COMPANY, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

- a. Printed general exceptions appearing in said policy form;
- b. Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and
- c. Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by said contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

122357

117 700497 DATE 1 FEB 1951 APPROVED BY 2414 PAVING COMPANY OF WASHINGTON INC. TO BE USED AS A TRADE MARK
AND TRADE NAME FOR THE CORPORATION. IT IS THE INTENT OF THE CORPORATION TO USE THIS TRADE MARK
FOR THE PURCHASE AND SALE OF CONCRETE PRODUCTS.
117 700501 DATE 1 FEB 1951 APPROVED BY 2414 PAVING COMPANY OF WASHINGTON INC. TO BE USED AS A TRADE MARK
AND TRADE NAME FOR THE CORPORATION. IT IS THE INTENT OF THE CORPORATION TO USE THIS TRADE MARK
FOR THE PURCHASE AND SALE OF CONCRETE PRODUCTS.

(1) The corporation will do all acts and things necessary and convenient to keep the franchise in full and effective operation; and will make all payments due and owing by it to the franchise holder or his assignee or successor in title or to its franchisee or licensee, as the case may be, including payment of taxes, insurance premiums, and other charges for leases, power, electricity, telephone, water, gas, and other services used by it in its operations.

(2) In view of the purchase, it is agreed that it may pay agent license fees held or by its franchisor, as far as required by law, and any amounts paid by it to such franchisor will be deducted at the rate of 5% per annum from the amount of payment until repaid, and it is agreed that by giving notice a written demand, all future payments to such agent shall be made by account of such agent.

(3) When at all the expense of this corporation, and it is agreed that in case the franchisor shall fail to comply with all or part of any provision of any agreement hereto made or by law, and if the seller or his agent can afford to do so, the seller may elect to rescind all of the purchase rights he has given to the franchisor and terminate such franchise. And if the franchisor fails to do so, then the seller may bring suit against the franchisor and the seller shall have the right to obtain the sum of his percentage of the total amount and his expenses by the seller at any court or the place of the franchisor shall be determined as a witness in any action so started.

Service of summons if all demands, including attorney's fees, are not paid, will be served on the franchisor or his agent or his successor in title or on his agent at his last known place of residence in the state where he resided when he signed this contract or at his business office if he has one, and if he has no business office, then at his residence, and if he has none, then at his place of business or at any place he may be found at the time of service, and if he is not found at any of the above places, then at his residence at the time of service of summons.

(4) This article can best be held, and to enforce any provision of this contract, arbitration is to arbitrate any question arising from this franchise or any question concerning it, and an裁决 of an arbitration committee shall be included in any judgment or decree rendered by such court.

If the seller shall fails to pay a sum of money due him by the franchisor, it is agreed that the seller may deduct such amount from any payment due to the franchisor under this franchise. In such event, the franchisor agrees to pay a sum of money equal to attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of retaining counsel to defend the franchisor if the court or any judge or a circuit court or circuit court of appeals in any jurisdiction so directs.

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

ANDERSON DIVERSIFIED, INC.

By Dick A. Sonseri

Jack A. Sonseri

Washington
STATE OF WASHINGTON

County of Clark

On this day personally appeared before me Jack A. Sonseri

to me known to be the individual described, and who executed the within and foregoing instrument, and affidavit and that
he/she is the true person he/she purports to be, and that he/she did, on this the _____ day of February, 1951, sign the same.

RECORDED IN CLARK COUNTY INDEXED AND FILED
PUBLISHER OF RECORDS

5th

Year 1951

Archie J. Webster
Secretary to and for the State of Washington
The recorder

STATE OF Washington

County of Clark

On the 11th day of February, 1951, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Don A. Anderson, Pres.,
to me known to be the

President of Anderson Diversified, Inc.,

the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein contained, and on oath stated that he is authorized to execute the said instrument and that he is alighted to the corporate seal of said corporation.

IN WITNESS my hand and seal and under affidavit the day and year in the month to above written:

John W. Miller
Notary Public in and for the State of Washington
Date 1 FEB 1951

117 700501 DATE 1 FEB 1951 APPROVED BY 2414 PAVING COMPANY OF WASHINGTON INC.

EXHIBIT "A"

This exhibit is attached to and makes a part of the original real estate contract between Anderson Diversified, Inc., an individual, and Jack A. Anderson, trustee covering that certain real estate located in Clark County, Pioneer National Title Insurance Company, Section No. 122358 and Deed Book No. 1215.

ADDITIONAL TERMS AND CONDITIONS

I, do understand and agree that the Seller will convey a non-quitclaim deed to Purchaser upon payment to Seller of the sum of \$5,000.00 in addition to the aforementioned semi-annual payments. It is further understood and agreed that the Seller will convey a non-quitclaim deed to Purchaser upon payment to Seller of the sum of \$2,000.00 in addition to the aforementioned semi-annual payments. Parcel(s) so released from this contract will be of purchaser's choice but shall not impair the value of the remaining acreage.

DATE OF EXECUTION IS
CIRCA SEPTEMBER 15
I HEREBY CERTIFY THAT THE WRITTEN

INSTRUMENT OF RECORDATION

AT THE OFFICE OF THE CLERK OF THE

CIRCUIT COURT OF CLARK COUNTY,

AT SPOKANE, WASHINGTON,

ON SEPTEMBER 15, 1961.

CONSIDERATION RECEIVED

OF \$100.00 + FEE OF

PAYMENT IN SPURS - CLARK COUNTY, WASH.

RECORDED BY CLERK'S OFFICE

E. M. L. J. CERTIFICATE

AMERSON DIVERSIFIED, INC.

Douglas A. Anderson, President

JACK A. ANDERSON