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WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
HIGHWAY ADMINISTRATION BUILDING
OLYMPIA, WASHINGTON 98504

REAL ESTATE CONTRACT

IN THE MATTER OF SR 14 (PSH #8), Stevenson to Wind River

THIS CONTRACT, made and entered into this 3rd day of December 1980, between STATE OF WASHINGTON, DEPARTMENT OF TRANSPORTATION, hereinafter called the "seller" and E. E. Lados and Gloria V. Lados, husband and wife, hereinafter called the "purchaser." For purposes of this contract the terms "seller" and "purchaser" shall include the plural; and the term "its" shall include: his, her, or theirs.

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate in Skamania County, State of Washington:

That portion of Government Lots 2 and 3, Section 31, Township 3 North, Range 6 East, W.M., lying between a line drawn parallel with and 275 feet northwesterly, when measured at right angles, from the survey line of State Highway Route No. 14, Stevenson to Wind River, and that right of way line drawn parallel with and 60 feet northwesterly, when measured at right angles and/or radially from said survey line, and extending southwesterly from a line produced northwesterly, at right angles to said survey line, from Highway Engineer's Station 128+00 thereon; ALSO, that portion of Government Lot 13, Section 36, Township 3 North, Range 6 East, W.M., lying between a line drawn parallel with and 200 feet northwesterly, when measured at right angles and/or radially, from said survey line, and said right of way line, and extending northeasterly from a line produced northwesterly, radially to said survey line, from Highway Engineer's Station 120+00 thereon; ALSO, that portion of the southeast quarter of the northeast quarter of said Section 36 lying southeasterly of a line drawn parallel with and 150 feet northwesterly, when measured at right angles, from said survey line.

The purchaser herein, its heirs, successors or assigns, shall have no right of ingress and egress to, from and between SR 14 (PSH #8), Stevenson to Wind River and the lands herein described nor shall the purchaser herein, its heirs, successors or assigns, be entitled to compensation for any loss of light, view and air occasioned by the location, construction, maintenance or operation of said highway.

EXCEPT that the purchaser herein, its heirs, successors or assigns, shall have a right of reasonable access to said Highway by means of a Type "A" off and on approach in a legal manner not to exceed 14 feet in width, located at a point on said right of way line opposite Highway Engineer's Station 126+80 on said survey line, for the sole purpose of serving a single family residence.

The specific details concerning all of which may be found on sheet 2 of that certain plan entitled SR 14 (PSH #8), Stevenson to Wind River, now of record and on file in the Office of the Secretary of Transportation at Olympia, Washington, bearing date of approval May 18, 1925.

Subject to all easements, restrictions and reservations of record, if any.

On the following terms and conditions: The purchase price is Sixteen Thousand and no/100 (\$16,000.00) dollars, of which One Thousand, Six Hundred and no/100 (\$1,600.00) dollar has been paid, the receipt thereof is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows:

No. _____
TRANSACTION EXCISE TAX

DEC 11 1980

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Amount Paid Fourteen 4-SA-00008

Skamania County Treasurer
By Theresa J. Phillips Dy

One Hundred, Sixty-three and 67/100 (\$163.67) Dollars or more at purchaser's option, on or before the 1st day of January, 1961 and One Hundred, Sixty-three and 67/100 (\$163.67) Dollars, or more at purchaser's option, on or before the 1st day of each succeeding calendar month thereafter until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the balance of said purchase price and the diminishing amounts thereof at the rate of 11 per cent per annum from the 1st day of December, 1960, which interest shall be deducted from each monthly installment and the balance of each installment applied in reduction of principal. There will be a loan service charge of \$3.00 in lieu of interest when the earned monthly interest falls below this amount. All payments to be made hereunder shall be made payable to the Treasurer, State of Washington, and sent to the Department of Transportation, in care of the Property Management Supervisor, Highway Administration Building, Olympia, Washington 98504, or at such other place as the seller may direct in writing.

The purchaser may enter into possession December 1, 1960.

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

The seller agrees, upon full compliance by the purchaser with its agreements herein, to execute and deliver to the purchaser a Quit Claim Deed to the property, excepting any part which may have been condemned, free of encumbrances except those mentioned, and any that may accrue hereafter through any person other than the seller.

The seller shall not be liable for any injury to persons or property on the premises from any cause whatsoever, and purchaser shall save seller free and harmless from any and all claims arising out of the use or occupancy of the premises.

The purchaser agrees to pay all taxes and assessments which are assumed by the purchaser, if any, and all which may, as between grantor and grantee, hereafter become a lien on the premises; and also all taxes which may hereafter be levied or imposed upon, or by reason of, this contract or the obligation thereby evidenced, or any part thereof; to keep the buildings now and hereafter placed upon the premises uncessantly insured against loss or damage by fire, to the full insurable value thereof, in the name of the seller as owner, in an insurance company satisfactory to the seller for the benefit of the seller, and the purchaser, as their interests may appear, until the purchase price is fully paid, and to deliver to seller the insurance policies, renewals, and premium receipts; to keep the buildings and all other improvements upon the premises in good repair and not to permit waste; and not to use the premises for any illegal purpose.

The purchaser shall not remove any timber, trees, gravel or other earth materials without written permission from the seller. The seller will not act unreasonably in granting permission for removal of trees and other material when necessary for buildings, roads, and proper uses of the land. The market value of the material moved less a reasonable amount for removing and selling costs will be applied on the principal balance of the contract.

Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly in the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon its doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate; and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

The purchaser agrees that the seller may condition the acceptance of delinquent payments on the payment of an additional sum to cover the reasonable costs of any work on forfeiture proceedings which may have been undertaken by the seller and agree to pay such additional sums.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, 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 to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

There will be a penalty charge of 4% of the monthly payment or \$3.00 whichever is the greater amount if the payment is more than 15 days delinquent. Also, there shall be a charge of \$5.00 for any check returned noncollectible.

The purchaser, its heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land, that as the event facilities are constructed, maintained, or otherwise operated on the said property described in this contract, for the accommodation of the traveling public or business users of any Federal-aid highway (such as eating, sleeping, rest, recreation, and vehicle servicing), it will not discriminate on the grounds of race, color, or national origin against such traveling public or highway users in their access to and use of the facilities and services so constructed, maintained or otherwise operated, and that the purchaser shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary of Transportation, Part 21 (49 C.F.R. Part 21), and as said Regulations may be amended.

Purchaser shall not have the right to assign this contract without the written approval of the seller.

The seller will not act unreasonably in withholding approval of assignment.

The purchaser will provide the seller with a current credit report on the proposed assignee, prepared by a legal reporting agency. There will be a reasonable charge for processing an assignment.

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

Executed at Olympia, Washington DATED: 4/23/1980

DATED: E. H. Ladum STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

BY: [Signature]
Chief Right of Way Agent

[Signature]
E. H. LADUM

E. H. LADUM
1818 N. L. Hancock St.
Portland, OR 97203

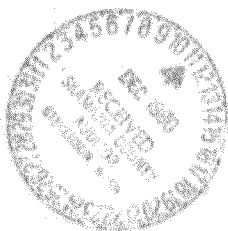
STATE OF WASHINGTON)

COUNTY OF THURSTON)

I, the undersigned, a Notary Public in and for the State of Washington, do hereby certify that on this 2nd day of January, 1965, before me personally appeared, Keith Lunsley, to me known to be the duly appointed Chief Right of Way Agent, for the State of Washington, and that he executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said State of Washington, for the uses and purposes therein set forth, and as each states that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

John H. Seltzer
Notary Public in and for the State of
Washington, residing at Olympia



Unofficial
Copy

After Recording
Return to:

Wash. State Dept. of Trans.
Highway Admin. Bldg.
Olympia, WA 98504

Attn: Property Management