

REAL ESTATE CONTRACT OF SALE

THIS AGREEMENT, made and entered into this 20th day of May, 1983, by and between SPENCER GARWOOD and GENEVIEVE GARWOOD, husband and wife, hereinafter referred to as the "Sellers", and THE SKAMANIA COUNTY CEMETERY DISTRICT, hereinafter referred to as the "Purchaser", WITNESSETH:

That the Sellers agree to sell to the Purchaser and the Purchaser agrees to purchase of the Sellers, the following described real property, situated in Skamania County, State of Washington, to-wit:



That portion of the West Half of the Northwest Quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$) of Section 21, Township 3 North, Range 8 E.W.M., described as follows:



Beginning at a point 20 feet east and 2,350 feet north of the southwest corner of the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) of said Section 21; thence east 513.50 feet; thence north 336.25 feet; thence west 513.50 feet; thence south 336.25 feet to the point of beginning, containing 3.96 acres, and as laid out on that certain Survey filed for record on the 12th day of May, 1983, in Book 2, Page 118, Survey Records of the Skamania County Auditor.



The terms and conditions of this contract are as follows:

1. Purchase Price and Terms. Purchasers shall deposit the sum of TWENTY-NINE THOUSAND, FIVE HUNDRED and no/100 DOLLARS (\$29,500.00) in escrow with Robert K. Leick, Attorney at Law, and from said funds the attorney shall pay all costs of closing, including but not limited to excise tax, title insurance, documentary stamps, and recording fees. Said attorney shall record this contract, together with the deed hereinafter described, and deliver the balance of funds on hand to the Sellers.

2. Warranty Deed. The subject property shall be deeded to the Purchaser by Warranty Deed in Fulfillment of Real Estate Contract, free and clear of any and all encumbrances excepting only those set out in this contract, which may or may not be expressed in said Warranty Deed.

3. Contingencies. The parties hereto acknowledge that the Purchaser is purchasing the subject property for future use as a cemetery and that in order to maintain said property until the Purchaser is ready for the use thereof, that the Sellers will be given a lease of said property from month to month in consideration of their caring for said property and maintaining the fences thereon. That at such time the lease is terminated, by 60-days' written notice from the Purchaser to Sellers, Sellers shall vacate said property and at that time shall have the op-

tion of removing the fences for their own use.

4. Ten Year Easement/Water Line. The parties hereto further acknowledge that there is an existing water line along the northerly line of said property above described. The Sellers reserve unto themselves a determinable easement for ten (10) years from the date of the execution of this agreement. At the expiration of said 10-year period this easement shall terminate and vest in the Purchaser.

5. Drainage Easement. Sellers' reserve the right to locate and place an underground drainage system over and across said property running from a point on the easterly boundary of the subject property in a westerly direction to a point that intersects with the Skamania County Road known and designated as the "Metzger Road". PROVIDED that the course of said drainage system shall be located along or adjacent to that portion of said property designated by the Purchaser for road purposes. Sellers agree to construct said drainage system in such a manner so as not to interfere with the use of the cemetery property for cemetery purposes and, in that regard, agree to lay said drainage system at such time as the roadway referred to above has been laid out or otherwise planned or constructed. It is further agreed that the Purchaser shall have the right to use said drainage system in common with the Sellers.

The Sellers, their heirs and assigns, shall be responsible for all costs of construction of said drainage system and for any costs of repair to said roadway made necessary as a result of the construction and/or repair of the same.

That in the event Purchaser notifies the Sellers of its' intent to construct a road across said property, the Sellers shall have one full construction season to complete their construction of the drainage system and, if the same is not completed after such written notice, the right to construct said drainage system across the property shall terminate.

6. Title Insurance. Sellers agree to provide the Purchaser with a policy of title insurance in an amount not less than \$29,500.00.

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IN WITNESS WHEREOF, we, the undersigned, have hereunto set out hands and seals the day and year first above written.

SELLERS:

Spencer L. Garwood
SPENCER GARWOOD

Genevieve Garwood
GENEVIEVE GARWOOD

PURCHASER:

SKAMANIA COUNTY CEMETERY DISTRICT

by: Otis Ackertitle: Richard F. Wentland

No. _____

TRANSACTION EXCISE TAX

MAY 25 1983

Amount Paid: \$2.00

Skamania County Treasurer

By: [Signature]

STATE OF WASHINGTON)
County of Skamania) ss.

On this day personally appeared before me SPENCER GARWOOD and GENEVIEVE GARWOOD, 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.

NOTARIAL GIVEN under my hand and official seal this 20 day of May, 1983.



Rosalind M. Davis
Notary Public in and for the State of Washington, residing at Stevenson

STATE OF WASHINGTON)
County of Skamania) ss.

On this 20 day of May, 1983, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Otis Acker & Richard F. Wentland to me known to be the Board Members of the District that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said District, for the uses and purposes therein mentioned, and on oath stated that They are authorized to execute the said instrument and that the seal affixed is the seal of said District.

WITNESS MY HAND and Official Seal hereto affixed the day and year first above written.



Shirley A. Rott
Notary Public in and for the State of Washington, residing at Stevenson