

116659

ORIGINAL

BOOK 136 PAGE 458

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 28th day of June, 1993, between Skamania County, a municipal corporation, hereinafter called the "Sellers," and Skamania County Hospital District, a municipal corporation, 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, described as follows:

LOTS 9, 10, AND 11 OF BLOCK 7 ORIGINAL TOWN OF STEVENSON, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD AT PAGE 11 OF BOOK "A" OF PLATS, RECORDS OF SKAMANIA COUNTY, WASHINGTON.

The terms and conditions of this contract are as follows:

PRICE AND PAYMENT TERMS

1. (a) The purchase price is Fifty-Nine Thousand Dollars (\$59,000.00), of which Five Thousand Nine Hundred Dollars (\$5,900.00) shall be paid at closing. The balance of said purchase price shall be paid as follows:

(b) The sum of Fifty-Three Thousand One Hundred Dollars (\$53,100.00) to be amortized over a period of fifteen (15) years, with fourteen (14) annual payments in the amount of \$5,467.33 and one payment of \$5,467.18, constituting principal and interest, beginning July 1, 1993. Said ~~monthly~~ payments shall be applied first to interest then to principal. The annual interest rate on the diminishing balance of said purchase price is 6.0%. The amount of the final payment may vary if the preceding payment(s) are paid at times other than specified herein. *g.u. PB*

2. All payments to be made hereunder shall be made to Skamania County Treasurer, Skamania County Courthouse, Stevenson, Washington, 98648 or at such other place as the sellers may direct in writing.

3. As referred to in this contract, "date of closing" shall be on or before July 1, 1993 unless otherwise agreed to in writing by the parties.

4. Purchasers may at their option pay the entire balance of the purchase price remaining due, or any part of such balance,

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Glenda J. Kimmel, Skamania County Assessor
By *MD* Parcel #02070111430100
42-93

at any time before maturity, without notice to sellers and without penalty.

5. The purchasers assume and agree to pay before delinquency all taxes and assessments, if any, including but not limited to any governmental improvement assessments or charges that may as between grantor and grantee hereafter become a lien on said real estate. Upon request by sellers, purchasers will show proof of said payments.

INSPECTION

6. The purchasers acknowledge that they have leased the premises for approximately fifteen (15) years and have inspected the premises and found them to be in suitable condition. Purchasers agree that they are purchasing the premises "as is."

7. Purchasers are acquiring the property "as is" and sellers make no representations or warranties except as to title as set forth herein. Without limiting the generality of the foregoing, purchasers acknowledge that they have made their own independent investigation respecting the property and will be relying entirely thereon and on the advice of any consultant they may retain. Purchasers may not rely upon any representation of any party whether or not such party purports to act on behalf of sellers, unless the representation is expressly set forth herein or in a subsequent document executed by sellers. All representations, warranties, understandings, and agreements between purchasers and sellers are merged herein and shall not survive closing.

TAKING

8. The purchasers assume all risk hereafter placed on said real estate or of the taking of said real estate or any part thereof for public use and agree that any such taking shall not 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 sellers and applied as payment on the purchase price herein unless the sellers agree in writing to allow the purchasers to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking.

INSURANCE

9. The purchasers agree to keep any improvements or future improvements located on the property and the contents thereof insured against loss or damage by fire, windstorm, and all other casualties covered by "all risk" or extended coverage endorsements available in the State of Washington in an amount equal to the full insurable value thereof, replacement cost, on the

initial and renewal policy dates, with a company acceptable to the sellers and with loss payable first to sellers as their interest may appear, and to pay all premiums for such insurance and deliver all policies and renewals thereof to the sellers. All such policies shall provide that they cannot be amended or cancelled without ten (10) days written notice to sellers.

TITLE INSURANCE

10. The purchasers waive the provision of title insurance to them by Seller based upon the representations of Seller that the title to the property shall be delivered to Purchaser free and clear of any liens or encumbrances of any kind, with the exception of utility and right-of-way easements of record.

DEED

11. The Sellers agree, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchasers a statutory warranty fulfillment deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the sellers, and subject to the standard policy exceptions.

DUE ON SALE

12. The Purchaser agrees that in the event Purchaser transfers the property to any other person or entity, whether by contract, deed or other method of conveyance, the principal amount owing, together with any accrued interest, shall become immediately due and payable.

POSSESSION

13. The Purchaser is currently leasing the subject premises, therefore the purchasers shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchasers are not in default hereunder. The purchasers covenant to keep any improvements on said real estate in good repair and not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The purchasers covenant to continue to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchasers are entitled to possession.

ASSIGNMENT

14. The rights hereby granted are personal to the purchasers' and sellers' reliance upon purchasers' ability and integrity is a part of the consideration for this contract.

Neither this contract nor any interest therein, nor the possession of the property, may be assigned or transferred by purchasers, nor shall purchasers make or enter into any contract for the sale of the property or any interest therein, without the prior written consent of sellers. Sellers' consent shall not be unreasonably withheld.

DEFAULT

15. In case the purchasers fail to make any payment herein provided, the sellers may make such payment, and any amounts so paid by sellers, together with interest at the rate of 12% per annum thereon from date of payment until repaid, shall be repayable by purchasers on sellers' demand, all without prejudice to any other right the sellers might have by reason of such default.

16. Time and the covenants of purchasers are of the essence of this contract, and it is agreed that in case the purchasers shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the sellers may at their option exercise any of the following alternative remedies upon giving purchasers thirty (30) days' written notice specifying the default and the remedy to be exercised should purchasers fail to cure all defaults at the expiration of the 30-day period:

- a. **Suit for Delinquencies.** Sellers may institute suit for any installments or other sums then due and payable under this agreement together with any sums advanced by sellers for and the amount of any delinquencies for items such as water assessments, taxes, insurance, payments and underlying obligations and lienable items, together with interest thereon at the rate of 12% per annum from the date each such payment was advanced or due, as the case may be.
- b. **Acceleration.** Sellers may declare the entire unpaid balance of the purchase price to be immediately due and payable and institute suit to collect such amount, together with any sums advanced by the sellers for and the amount of any delinquencies for items such as water assessments, taxes, insurance, payments on underlying obligations, lienable items and other expenses incurred to protect sellers' interest in the property, together with interest thereon at the rate of 12% per annum from the date of each such advance. Payment by purchasers of any judgment obtained by sellers pursuant to this

paragraph shall be a condition precedent to the delivery of a deed to said property by sellers or by the escrow agent, if any.

- c. Forfeiture and Repossession. The sellers may cancel and render void all rights, titles and interests of the purchasers and their successors in this contract and in the property (including all of purchasers' then existing rights, interests and estates therein and improvements thereon) by giving a Notice of Intent to Forfeit pursuant to RCW 61.30.-040-070, and said cancellation and forfeiture shall become effective if the default therein specified has not been fully cured within ninety (90) days thereafter and the sellers record a Declaration of Forfeiture pursuant to RCW 61.30.040-070. Upon the forfeiture of this contract, the sellers may retain all payments made hereunder by the purchasers and retain all payments made hereunder by the purchasers and may take possession of the property ten (10) days following the day this contract is forfeited and summarily eject the purchasers and any person or persons having possession of the said property by, through or under the purchasers who were properly given the Notice of Intent to Forfeit and the Declaration of Forfeiture. In the event the purchasers or any person or persons claiming by, through or under the purchasers who were properly given the Notice of Intent to Forfeit and the Declaration of Forfeiture remain in possession of the property more than ten (10) days after such forfeiture, the purchasers, or such person or persons, shall be deemed tenants at will of the sellers and the sellers shall be entitled to institute an action for summary possession of the property, and may recover from the purchasers or such person or persons in any such proceedings the fair rental value of the property for the use thereof from and after the date of forfeiture, plus costs, including the sellers' reasonable attorneys' fees.
- d. Specific Performance. Sellers may institute suit to specifically enforce any of the purchasers' covenants hereunder.
- e. Property Rental. In the event this contract

is forfeited as herein provided, or in any other manner permitted by law, or by mutual agreement of the purchasers and the sellers, and the purchasers shall thereafter remain in possession of the property beyond any period otherwise permitted by law, the purchasers agree that they will occupy the property as a tenant at will, and the purchasers shall be obligated to pay, and hereby promise to pay, during the period of such tenancy at will, a fair market rental in the amount then agreed to by the parties or, in the absence of such agreement or until such agreement is reached, an amount equal to two (2) times the installment amount (calculated on a monthly basis) as and when provided for in the specific terms hereof, and the sellers shall have, in addition to all other remedies for the collection of rentals and the recovery of possession that are available to landlords under the laws of the State of Washington, the right to institute an action for summary possession of the property as provided by law.

WAIVER

17. The waiver of sellers to elect to pursue any of the above remedies at any time upon a breach of any of the terms of this contract by the purchasers shall be deemed only an indulgence by the sellers with regard to that particular breach and shall not be construed, in any manner whatsoever, to be a waiver of any right of sellers to pursue any of the above remedies for the same or a different breach at a subsequent time; election of the sellers to utilize any particular remedy to enforce a breach of this contract shall not preclude sellers from electing to use an alternate remedy to enforce a subsequent breach. Any delay or failure of sellers to take action upon default shall not be construed as a waiver of said default. If sellers are required to institute legal action to enforce any of the remedies indicated, purchasers agree to pay sellers' costs and reasonable attorneys' fees incurred in such proceeding and any appeal thereof.

NOTICE

18. Any notice, declaration, demand, consent or communication to be given by any party to this contract to any other party shall be in writing and transmitted to the other party by either personally delivering the notice or by certified or registered mail, return receipt requested, addressed as follows:

To Purchasers: Skamania County Hospital District
PO Box 338
Stevenson, Wa. 98648

To Sellers: Skamania County Prosecuting Attorney
Skamania County Courthouse
Stevenson, Wa. 98648

Either party may change its address by giving written notice to the other party in the manner provided above, provided that in no event shall seller be required to send any notice to more than two (2) addresses. The mailing and registering or certifying of any such notice as herein provided shall be sufficient service thereof. Service shall be complete when such notice is registered or certified and placed in the United States mail as shown by the cancellation stamp or postage meter stamp, as the case may be.

ATTORNEY FEES AND COSTS OF SUIT

19. Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the non-prevailing party in such suit 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 sellers shall bring suit to procure an adjudication of the termination of the purchasers' rights hereunder, and judgment is so entered, the purchasers agree 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. In the event that the purchasers are the prevailing party in such suit, the sellers agree 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.

In the event that sellers institute any proceeding to declare this contract forfeited pursuant to RCW 61.30, or incur fees for the services of an attorney to enforce any provision of this contract or to collect any sums due hereunder, the purchasers agree to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such a proceeding or collection efforts, including, but not limited to, fees paid to title insurance companies to ascertain the condition of the title to the premises described herein.

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

Sellers:

Skamania County

Purchasers:

Skamania County
Hospital District

By:

E. Callahan
ED CALLAHAN, Commissioner

By:

Pat Colton
PAT COLTON, Commissioner

M. Carlson-Price
MELISSA CARLSON-PRICE
Commissioner

Rudd Turner
RUDD TURNER, Commissioner

Dean Evans
DEAN EVANS, Commissioner

Kim Upson
KIM UPSON, Commissioner

STATE OF WASHINGTON)

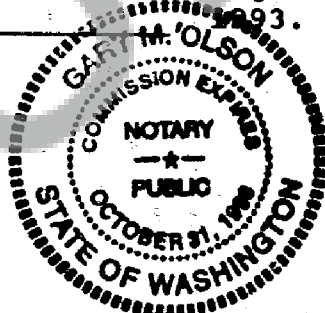
County of SKAMANIA)

ss

On this day personally appeared before me PAT COLTON, RUDD TURNER and KIM UPSON, to me known to be the individuals described in and who executed the within and foregoing instrument, and on oath stated that they were authorized to execute that instrument and acknowledged the same as the Commissioners of the Skamania County Hospital District as the free and voluntary act and deed of the District, for the uses and purposes therein mentioned.

Given under my hand and official seal this 28 day of

June



Gary M. Olson

GARY M. OLSON
Notary Public for Washington
Residing at NORTH BONNEVILLE
My commission expires: 10-31-93

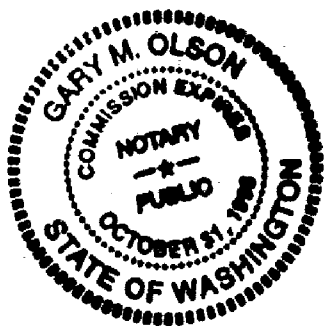
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STATE OF WASHINGTON)
) ss
County of SKAMANIA)

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On this day personally appeared before me ED CALLAHAN, MELISSA CARLSON-PRICE, and DEAN EVANS, to me known to be the individuals described in and who executed the within and foregoing instrument, and on oath stated that they were authorized to execute that instrument and acknowledged the same as the Commissioners of Skamania County as the free and voluntary act and deed of Skamania County, for the uses and purposes therein mentioned.

Given under my hand and official seal this 28 day of JUNE, 1993.



Gary M. Olson

GARY M. OLSON

Notary Public for Washington

Residing at NORTH BONNEVILLE

My commission expires: 10-31-96

FILED FOR RECORD
SKAMANIA CO WASH
BY Skamania Co.

JUL 2 4 56 PM '93

P. Lowry

CLERK

GARY M. OLSON

STATE OF WASHINGTON)
) ss
County of Skamania)

On this day personally appeared before me RUDD TURNER, to me known to be the individual described in and who executed the within and foregoing instrument, and on oath stated that they were authorized to execute that instrument and acknowledged the same as the Commission of the Skamania County Hospital District as the free and voluntary act and deed of the District, for the uses and purposes therein mentioned.

Given under my hand and official seal this 30 day of JUNE, 1993.



Gary M. Olson

GARY M. OLSON

Notary Public for Washington

Residing at NORTH BONNEVILLE

My commission expires: 10-31-96

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REAL ESTATE EXCISE TAX

REAL ESTATE CONTRACT - PAGE 9 OF 9 PAGES

JUL 06 1993

PAID exempt

Jw

SKAMANIA COUNTY TREASURER