

135090

BOOK 189 PAGE 112

After recording return to:

John & Cloida Peyrollaz  
PO Box 188  
Carson, WA 98610

FILED  
CLERK OF COUNTY  
SKAMANIA CO. OR

MAY 10 11 30 AM '99

*Olson*  
GARY H. OLSON

REAL ESTATE EXCISE TAX

20182

MAY 10 1999

PAID

1,790.72

*W. M. Chambers*  
SKAMANIA COUNTY TREASURER

REAL ESTATE CONTRACT

I. SPECIFIC TERMS

A. PARTIES, PROPERTY AND PURCHASE PRICE:

SCR 22090

Date:

May 7, 1999

Seller:

The John F. and Cloida F.  
Peyrollaz Trust;  
John F. Peyrollaz and Cloida F.  
Peyrollaz, Trustees

Seller's Address:

P. O. Box 188, Carson, WA 98610

Purchaser:

Stephen M. Chambers and Gina L.  
Chambers, husband and wife

Purchaser's Address:

P. O. Box 998, Carson, WA 98610

Tax Parcel Number:

Skamania County #03-8-28-300

Real Property Legal Description:  
FULL LEGAL IS ON PAGE 13

A tract of land lying within  
Government Lot 1, Section 28,  
Township 3 North, Range 8 East,  
W. M., in Skamania County,  
Washington and more

Real Estate Contract  
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1,790.72  
5-10-99  
G.M.

particularly described as follows on Exhibit A attached hereto and incorporated herein by reference.

Title to be conveyed:	Fee simple.
Form of Deed:	Warranty Fulfillment Deed.
Amount Which Has Been Paid to Seller:	
Down Payment:	\$ 70,000.00 U.S.
Earnest Money:	\$ 2,500.00 U.S.
Balance due:	\$ 67,400.00 U.S.
Purchaser to pay to Seller:	\$ 67,400.00 U.S.
TOTAL PURCHASE PRICE:	\$139,900.00 U.S.

**B. TERMS OF DEFERRED AMOUNT TO BE PAID TO SELLER**

Interest Rate:	Eight percent (8%) per annum.
Installment Periods:	Monthly.
First Installment Date:	June 1, 1999
Installment Amounts:	\$ 494.56 U.S.
Final Payment Date:	June 1, 2029
Default Rate:	Twelve percent (12%) per annum
Late Charge:	\$ 24.73 U.S.
Prepayment provisions:	Prepayment allowed without penalty.



Address to Which Installment

The John F. and Cloida F.  
Peyrollaz Trust  
P. O. Box 188, Carson, WA 98610

THE SELLER AND THE PURCHASER HEREBY AGREE TO THE TERMS HEREINABOVE SET FORTH AND THE COVENANTS AND CONDITIONS CONTAINED IN THE ATTACHED GENERAL TERMS, ALL OF WHICH ARE INCORPORATED BY THIS REFERENCE. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE SPECIFIC TERMS (INCLUDING ANY EXHIBITS ATTACHED) AND THE GENERAL TERMS, THE FORMER SHALL CONTROL.

IN WITNESS WHEREOF, the Seller and the Purchaser have executed this agreement as of the date first above stated.

**SELLER:**

John F. Peyrollaz TRUSTEE  
The John F. and Cluida F. Peyrollaz Trust  
John F. Peyrollaz, Trustee

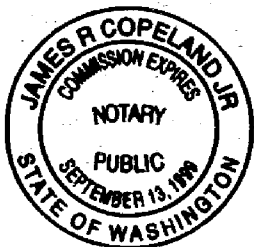
Cloida F. Peyrollaz, Trustee  
The John F. and Cloida F. Peyrollaz Trust  
Cloida F. Peyrollaz, Trustee

STATE OF WASHINGTON )  
                    Skamania ) ss.  
County of Klickitat )

On this day personally appeared before me John F. Peyrollaz and Cloida F. Peyrollaz, Trustees of The John F. and Cloida F. Peyrollaz Trust, 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, and on oath stated that they were authorized to execute the same for the uses and purposes therein mentioned.

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Given under my hand and official seal this 7 day of May, 1999.



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

**PURCHASER:**

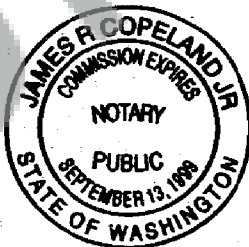
Stephen M. Chambers  
Stephen M. Chambers

*Gina L. Chambers*  
Gina L. Chambers

STATE OF WASHINGTON )  
County of ~~Klickitat~~ <sup>Skamania</sup> ) ss.

On this day personally appeared before me Stephen M. Chambers and Gina L. Chambers, husband and wife, 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.

Given under my hand and official seal this 7 day of May, 1999.



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



II.

GENERAL TERMS

1. **Agreement of Sale.** Seller agrees to sell to the Purchaser, and Purchaser agrees to purchase from the Seller, the real property located in Skamania County, Washington, described in Exhibit A attached hereto and incorporated herein by reference consisting of four (4) acres, more or less.

2. **Purchase Price, Payment Terms and Interest.** The purchase price for the above-described real property is One Hundred Thirty-Nine Thousand Nine Hundred and No/100 Dollars (\$139,900.00), of which Seventy-Two Thousand Five Hundred and No/100 Dollars (\$72,500.00) has been paid. Said sum, of which Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) was Earnest Money received September 14, 1998 and the receipt of the Down Payment of Seventy Thousand and No/100 Dollars (\$70,000.00) whereof is hereby acknowledged. The balance of said purchase price shall be paid as follows:

Four Hundred Ninety-Four and 56/100 Dollars (\$494.56) or more, at Purchaser's option, on or before the 1st day of June, 1999, and Four Hundred Ninety-Four and 56/100 Dollars (\$494.56) on or before the 1st day of each succeeding month until the entire balance, including principal and interest, shall be fully paid.

The Purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of eight percent (8%) per annum from the 1st day of June, 1999, which interest shall be deducted from each installment payment, and the balance of each payment shall be applied in reduction of the principal.

All payments to be made hereunder shall be paid to The John F. and Clolda F. Peyrollaz Trust at P. O. Box 188, Carson, Washington 98610.

Purchaser's payments shall be deemed "late" if not received within ~~Fifteen~~ (15) days of the due date. If a payment is

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late, Purchaser will be charged \$24.73, which is equal to five percent (5%) of the required payment amount of \$494.56, as a late charge.

3. **Date of Closing.** As referred to in this contract, the "date of closing" shall be May 7, 1999.

4. **Assignment of Contract.** The Purchaser shall not assign any interest in or under this contract without the express written consent of the Seller, which consent shall not be unreasonably withheld.

5. **Option to Purchase.** Purchaser agrees upon closing to grant a right of first refusal to Seller for all or any portion of the subject property; provided, however, that the right of first refusal shall not apply to any conveyance of all or any portion of the subject property to any member of the immediate family (immediate family in this matter means the purchasers, their children, spouses of their children or future spouses of the respective purchasers in the event of a dissolution of marriage) or any conveyance arising as an operation of law.

6. **Taxes and Assessments.** Purchaser assumes and agrees to pay before delinquent all taxes and assessments that may hereafter become a lien against or upon said real property, and Purchaser shall provide proof of payment of such taxes and assessments to Seller annually.

If Purchaser fails to pay, before delinquent, any taxes or assessments that may hereafter become a lien against or upon said real property, Seller may pay such taxes or assessments, and any amount so paid by Seller, together with interest thereon at the rate of Twelve percent (12%) per annum from the date payment is made until repaid by Purchaser, shall be repayable by Purchaser on Seller's demand, all without prejudice to any other right the Seller might have by reason of such default.

7. **Warranties.** The Purchaser agrees that full inspection of said real estate has been made and that neither the Seller nor their assigns shall be held to any covenant respecting the condition of any improvements on said real estate nor shall the



Purchaser or Seller or the assigns of either 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.

7.1 Purchaser acquiring property "as is". Purchaser is acquiring the Property "as is" and Seller makes no representations or warranties except as to title as set forth herein. Without limiting the generality of the foregoing, Purchaser acknowledges 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. Purchaser may not rely upon any representation of any party whether or not such party purports to act on behalf of Seller, unless the representation is expressly set forth therein or in a subsequent document executed by Seller. All representations, warranties, understandings, and agreements between Purchaser and Seller are merged herein and shall not survive closing.

8. Title Insurance. Seller has delivered to Purchaser, a Purchaser's Policy of Title Insurance in standard form or a commitment therefor, issued by a registered title insurance company, insuring Purchaser to the full amount of said purchase price, against loss or damage by reason of defect in Seller's title to said real property as of the date of closing, and containing no exceptions other than the following, none of which for the purpose of this paragraph shall be deemed defects in Seller's title:

- A. Printed General Exceptions appearing in said policy form,
- B. Liens or encumbrances which, by the terms of this contract, Purchaser is to assume or as to which the conveyance hereunder is to be made subject,
- C. The rights of the public in roads and highways,

9. Delivery of Deed. Seller agrees, upon receiving full payment of the purchase price and all accrued interest in the manner above specified, to execute and deliver to Purchaser a statutory warranty fulfillment deed to said real property, excepting any part thereof hereafter taken for public use, free of

encumbrances, except any that may attach after date of closing to any person other than Seller and subject to easements, covenants and restrictions of record.

10. **Possession of Real Estate.** Purchaser shall be entitled to possession of said real estate on the date the real estate contract is accepted for recording by the Skamania County Auditor and to retain possession for so long as Purchaser is not in default hereunder.

Purchaser agrees and covenants 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 of closing.

11. **Default.** Purchaser shall be in default under this contract if Purchaser:

A. Fails to observe or perform any term, covenant or condition herein set forth or those of any prior encumbrances; or

B. Fails or neglects to make any payment of principal or interest or any other amount required to be paid or discharged by Purchaser, precisely when obligated to do so; or

C. Becomes or is declared insolvent or makes an assignment for the benefit of creditors or files any debtors petition or any petition is filed against it under any bankruptcy, wage earners' reorganization or similar act; or

D. Permits the property, or any part thereof, or any interest therein, to be attached or in any manner restrained or impounded by process of any court; or

E. Conveys the property, or any portion thereof, or any interest therein, without prior written consent of Seller.

12. **Seller's Remedies.** In the event Purchaser is in default under this contract, Seller may, at Seller's election, take all or any combination of the following actions:



A. Suit for Delinquencies: Seller may institute suit for any installment amounts or other sums due and payable under this Real Estate Contract as of the date of the judgment, and any sums which have been advanced by Seller as of said date, pursuant to the provisions of this contract, together with interest on all of said amounts at the default rate, from the date each such amount was advanced or due, as the case may be, to and including the date of collection;

B. Forfeiture and Repossession: Seller may cancel and render void all rights, titles and interests of Purchaser and its successors in this Real Estate Contract and in the property, including all of Purchaser's then existing rights, interest and estate therein and timber crops and improvements thereon, by giving a Notice of Intent to Forfeit pursuant to Sections 61.30.040 - .070 RCW, and said cancellation and forfeiture shall become effective if the default therein specified has not been fully cured within ninety (90) days thereafter, and Seller records a Declaration of Forfeiture pursuant to said Sections 61.30.040 - .070 RCW. Upon forfeiture of this Real Estate Contract, Seller may retain all payments made hereunder by Purchaser and any person or persons having possession of said real estate by, through or under Purchaser, who were properly given Notice of Intent to Forfeit and Declaration of Forfeiture, and remain in possession of the real estate for more than ten days after such forfeiture. Purchaser, or such person or persons, shall be deemed tenants at will of Seller and Seller shall be entitled to institute an action for summary possession of the property and may recover from Purchaser 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 Seller's reasonable attorneys' fees.

13. Purchaser's Remedies. In the event Seller should default in any of its obligations under this Real Estate Contract and such default continues for Fifteen (15) days after Purchaser gives Seller written notice specifying the nature thereof and the acts required to cure the same, Purchaser shall have the right to specifically enforce this Real Estate Contract and any of its terms, institute suit for damages caused by such default, or pursue any other remedy which may be available to Purchaser at law or in

equity.

**14. Notices.** Any notices required or permitted by law or under the terms of this Real Estate Contract shall be in writing and shall be personally delivered or sent by first class U.S. Mail, addressed as set forth below:

**Seller:** John F. and Cloida F. Peyrollaz, Trustees  
The John F. and Cloida F. Peyrollaz Trust  
P. O. Box 188  
Carson, WA 98610

**Purchaser:** Stephen M. and Gina L. Chambers  
P. O. Box 998  
Carson, WA 98610

Either party may change such address for purposes of providing notice under this paragraph by giving the other party written notice of the change of address.

All notices which are properly addressed and for which postage has been paid shall be deemed effective three (3) business days following the deposit thereof in the U.S. mail, irrespective of actual receipt of such notice by the addressee.

**15. Costs and Attorney's Fees.** If either party shall be in default under the terms of this Real Estate Contract, the other party shall have the right, at the defaulting party's expense, to retain an attorney or collection agency to make any demand, enforce any remedy or otherwise protect and enforce its rights under this Real Estate Contract. The defaulting party hereby promises to pay all costs and expenses so incurred by the other party, including, without limitation, arbitration and court costs, collection agency charges, notice expenses, title search expenses and reasonable attorney's fees (with or without arbitration or litigation) and the failure of the defaulting party to promptly pay the same shall, in itself, constitute a further and additional default.

In the event either party hereto institutes any action, including arbitration, to enforce the terms and provisions of this contract, the prevailing party in such action shall be entitled to



reimbursement by the losing party for its court costs and reasonable attorneys fees, including such costs and fees that are incurred on appeal. All reimbursements required by this paragraph shall be due and payable on demand, may be off-set against any sum owed to the parties so liable in order of maturity and shall bear interest at the default rate or from the date of demand, to and including the date of collection, or the due date of any sum against which the same is off-set.

16. **Time of Performance.** Time is specifically declared to be of the essence of all provisions and agreements established in this Real Estate Contract and of all acts required to be done and performed by the parties hereto, including but not limited to the proper tender of each of the sums required by the terms hereof to be paid.

17. **Successors.** Subject to the restrictions contained herein, the rights and obligations of Seller and Purchaser shall inure to the benefit of and be binding upon their respective estate, heirs, executors, administrators, successors and assigns; provided however, that no person to whom this Real Estate Contract is pledged or assigned for security purposes by either party hereto, shall, in the absence of an express written assumption by such party, be liable for the performance of any covenant herein or condition hereof. Any assignee of any interest in this Real Estate Contract or any holder of any interest in the real estate shall have the right to cure any default in the manner permitted and between the time periods required of the defaulting party, but, except as otherwise required by law, no notices, in addition to those provided for in this Real Estate Contract, need be given.

18. **Buyer's promise regarding use of contiguous property.** Purchaser agrees that adjacent properties are used for agricultural and forest harvesting practices and promises to use the subject property in a manner not in conflict with such practices and to execute such agreements or equitable servitudes as may be necessary to assure that neither Purchaser or its successors may in the future object to or attempt to adversely affect said use of adjacent property.

19. **Seller's promise to construct Cliff Road and Purchaser's**

promise to share in costs of repair and maintenance of same. Seller promises to construct a road to be known as Cliff Road, which road may provide access to the subject property. Said road will be rock base and gravel finish. Purchaser and Seller will share equally the costs of purchasing and installing as well as maintaining a gate at Cliff Road's intersection with the county road, Columbia Drive. Said road shall be finished no later than October 15, 1999. Purchaser promises to share equally in maintenance and repair of said road, to sign any documents necessary to effect said promise, to be subject to any covenants and restrictions or road maintenance agreements which may affect said road and to bind any of its successors to the same.

20. **Additional easement.** Seller agrees to grant to Purchaser a non-exclusive easement for ingress and egress, which easement shall be 20 feet wide and shall run parallel to the northern boundary of the subject property for a distance 275 feet east of the current road easement providing access to the subject property. Development of a road on this easement must meet Bonneville Power Administration specifications.

21. **Governing Law.** This contract shall be construed and enforced in accordance with the laws of the State of Washington.



EXHIBIT 'A'

The real property located in Skamania County, State of Washington, consisting of four acres, more or less, and described as follows:

A tract of land lying within Government Lot 1, Section 28, Township 3 North, Range 8 East, W. M., in Skamania County, Washington and more particularly described as follows:

The North 441.70 feet of the West 510 feet of said Government Lot 1 as measured along the exterior lines thereof, EXCEPTING THEREFROM the North 100 feet thereof granted for a perpetual easement to the United States of America for electric power transmission purposes as described in that specific document recorded in Book 51 at Page 180 of Deeds, records of said County;

TOGETHER WITH AND SUBJECT TO a nonexclusive easement of thirty (30) feet in width for access and egress and utility purposes over, under and across a strip of land being fifteen (15) feet on each side of the following described centerline, to-wit:

Beginning at a point in Columbia Drive which lies N 00-56-09 E, 30 feet and N 89-03-51 W, 20 feet from the West one-quarter corner of said Section 28; thence S 89-03-51 E, 20 feet to a point on the west line of said Section; thence S 89-47-46 E, 48.03 feet; thence S 32-18-59 E, 77.78 feet; thence S 00-09-55 E, 64.42 feet to the north line of the hereinabove described parcel and there terminating, the edges of said easement being extended or shortened accordingly to meet said north line.

Skamania County Tax Parcel No. 3-8-28-300.

Gary H. Martin, Skamania County Assessor

Date 5-10-99 Parcel # 3-8-28-300