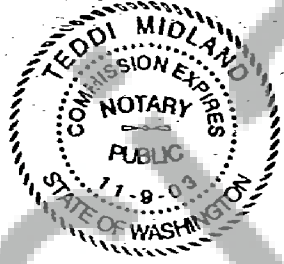




BOOK 203 PAGE 331

The covenants herein contained shall run with the land and are binding upon all subsequent owners thereof.  
In Witness Whereof, the said Grantor(s) have executed this instrument this 10 day of October 2000

Lawrence A. Smith  
Grantor  
Glenna G. Smith



STATE OF WASHINGTON

County of Skamania

SS. (INDIVIDUAL ACKNOWLEDGEMENT)

I certify that I know or have satisfactory evidence that Lawrence P. & Glenna J. Smith is the person who appeared before me, and said person acknowledged that they signed this instrument and acknowledged it to be a free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 10<sup>th</sup> day of October 2000

Teddi Midland

Print Name Teddi Midland

Notary Public in and for the State of Washington

My appointment expires: 11-09-03

UNNOTIFIED COPY

600000



## HAGEDORN, INC.

1924 Broadway, Suite B • Vancouver, WA 98663  
(360) 696-4428 • (503) 283-6778 • FAX (360) 694-8934

September 13, 2000

### LEGAL DESCRIPTION FOR LARRY SMITH

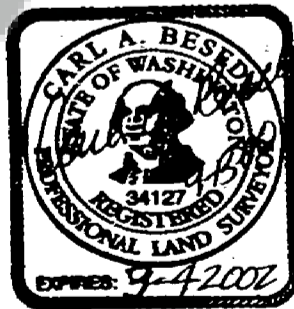
#### PRIVATE ROAD EASEMENT ON LOT 3 OF "WINDY SPRINGS SHORT PLAT" 3-360:

Being a portion of H.E.S. No. 232 in Section 25, Township 4 North, Range 7 East, Skamania County, Washington.

An easement for ingress, egress, and utilities, over and across the following described property:

BEGINNING at a 1/2 inch iron rod marking the Northeast corner of Lot 3 of the "Windy Springs Estate Short Plat" as recorded in Book 3, page 360, Skamania County Records; thence North  $83^{\circ} 58' 10''$  West, for a distance of 309.52 feet to a 1/2 inch iron rod (SP 3-360); thence along the arc of a 100.00 foot radius curve to the left, through a central angle of  $60^{\circ} 40' 27''$ , for an arc distance of 105.90 feet; thence South  $35^{\circ} 21' 23''$  West, for a distance of 126.48 feet to a 1/2 inch iron rod (SP 3-360) on the Easterly right-of-way line of "Wind River Highway" as shown (SP 3-360); thence South  $54^{\circ} 38' 41''$  East, along the Easterly right-of-way line for a distance of 20.00 feet; thence North  $35^{\circ} 21' 23''$  East, for a distance of 126.48 feet; thence along the arc of a 80.00 foot radius curve to the right, for an arc distance of 84.72 feet; thence South  $83^{\circ} 58' 10''$  East, for a distance of 311.99 feet to a 1/2 inch iron rod set in a 2000 "Hagedorn, Inc. Survey" on the East line of Lot 3 (SP 3-360); thence North  $01^{\circ} 00' 44''$  West, along the East line of Lot 3 for a distance of 20.15 feet to the POINT OF BEGINNING.

LD-2000:Smith PR esmt.acb



**Real Estate Contract**

**PARTIES:**

Bill G. and Sybil R. Spradlin, as "Seller", of 405 Columbia, North Bonneville, WA.  
Phone: (509) 427-4008 and

Ted A. and Rose M. Goeres as "Buyer" of 421 Columbia, North Bonneville, WA.  
Phone: (509) 427-7155 hereby agree

that the Seller shall sell and Buyer shall buy the following property upon the following terms and conditions:

**I. DESCRIPTION:**

a) Legal description of real estate ("Property") located in Skamania County,  
Washington:

Lot 20 BLK 4 RELOCATED NORTH BONNEVILLE, WA.

8070 sq. ft. 420 Columbia

Assessor's Property Tax Parcel = 02-07-19-4-4-2000-00-PCA 20

2-7-19-4-4-2000  
10-10-2000  
GWS

b) Street address of the Property being conveyed is: 420 Columbia, North Bonneville, Washington

c) Personal property including all buildings and improvements on the property and all right, title and interest of Seller in and to adjacent streets, roads, alleys and rights-of-way, and:

**II. PURCHASE PRICE \$ 25,000.00**

**PAYMENT:**

The following terms: the total purchase price is twenty-five thousand dollars (\$25,000.00) of which the sum of five thousand dollars (\$5,000.00) has this day been paid by Purchaser, the receipt whereof is hereby acknowledged by Seller, and the balance of twenty thousand dollars (\$20,000.00) to be paid in the amounts and at the times stated as follows:

*Two hundred, forty-two dollars and sixty-six cents (\$242.66) per month on or about the 15<sup>th</sup> of each month for ten years. (With interest on all deferred payments to be computed from the date of this contract at the rate of 8% per annum and to be paid on each principal paying date.) Purchaser may make larger payments at anytime, or pay the contract in full without penalty, and interest shall immediately cease on all payments so made.*

**III. PROVISIONS WITH RESPECT TO CLOSING.**

a) Closing Date. The consummation of the transaction contemplated by this Contract ("Closing") shall take place at such place as designated by Seller on or before October 10, 2000 or at such earlier date as agreed mutually, unless extended by other provisions hereof.

b) Seller's Obligation at Closing. At Closing, Seller shall do the following:

Deliver the Property to Purchaser subject to:

- (i) taxes and assessments for year of closing and subsequent years;
- (ii) restrictions, easements and zoning ordinances of record, if any;
- (iii) public utility easements of record, if any;

c) Purchaser's Obligations at Closing. Subject to the terms, conditions and provisions hereof, and concurrently with the performance by Seller of its obligations set forth in Section III b) above, Purchaser

shall deliver to Seller cashier's check or other immediate local funds in the amount set forth in Section II of this Contract

d) Closing Costs.

Seller shall pay the following costs and expenses in connection with the Closing

*50% of all closing costs.*

Purchaser shall pay the following costs and expenses in connection with the closing

*50% of all closing costs.*

e) Proration of Taxes. Taxes for the year of the Closing shall be prorated to the date of Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate of the preceding year applied to the latest assessed valuation.

IV. PROVISIONS WITH RESPECT TO DEFAULT.

a) Default by Purchaser. If Purchaser fails to perform this Contract, the deposit this day paid by Purchaser as aforesaid shall be retained by or for the account of Seller as consideration for the execution of this Contract. In such event the parties agree that said sum shall constitute liquidated damages since both Purchaser and Seller agree that actual damages for default or breach of contract could not readily be ascertained at the date of execution of this Contract.

b) Default by Seller. If Seller fails to perform this Contract, the aforesaid deposit shall be returned to Purchaser and this shall be the sole remedy of Purchaser under this Contract.

V. OTHER CONTRACTUAL PROVISIONS

a) Notices. Any notice to be given or to be served upon any party hereto, in connection with this Contract, must be in writing, and may be given by certified mail and shall be deemed to have been given and received when a certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States Mail, and if given otherwise than by certified mail, it shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notices shall be given to the parties hereto at the addresses stated above. Any party hereto may, at any time by giving five (5) days' written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice shall be given and other parties to whom copies of all notices hereunder shall be sent.

b) Assignability. The Purchaser is prohibited from assigning all or any part of this Contract.

c) Entire Contract. Modification. This Contract embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein. All prior or contemporaneous contracts, understandings, representations, and statements, oral or written, are merged into this Contract. Neither this Contract nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

d) Applicable Law. This Contract shall be governed by, and construed in accordance with, the laws of the State of Washington.

e) Headings. Descriptive headings are for convenience and shall not control or affect the meaning or construction of any provision of this Contract.

f) Binding Effect. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

- g) Counterparts. This Contract may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constituting one and the same Contract
- h) Interpretation. Whenever the context hereof shall require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa
- i) Severability. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein
- j) Time for Acceptance & Effective Date. If this offer is not executed by both parties hereto on or before October 10, 2000, the aforementioned deposits shall be returned to Purchaser, and this offer shall thereafter be null and void. The date of the Contract ("Effective Date") shall be the date when the last one of the Seller and Purchaser has signed this offer

IN WITNESS WHEREOF, the parties hereto have signed and executed this Contract

Ted A. and Rose M. Goeres  
 Purchaser(s)  
 X Theodore A. Goeres  
 X Rose M. Goeres

Bill G. and Sybil R. Spradlin  
 Seller(s)  
 X Bill G. Spradlin  
 X Sybil R. Spradlin

STATE OF WASHINGTON,

County of Skamania }  
 SS. Theodore A. & Rose M. Goeres and Bill G. and Sybil R. Spradlin

I certify that I know or have satisfactory evidence that Sybil R. Spradlin is the person who appeared before me, and said person acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 10<sup>th</sup> day of October, 2000.



Peggy B. Lowry  
 Print Name Peggy B. Lowry  
 Notary Public in and for the State of Washington  
 My appointment expires: 2/23/03

000014