

Return Address: Patricia L. Bagley-Hill
3508 299th Lane
Ocean Park, WA 98640

Skamania County
Community Development Department
Building/Fire Marshal • Environmental Health • Planning
Skamania County Courthouse Annex
Post Office Box 790
Stevenson, Washington 98648
Phone: 509-427-3900 Inspections: 509-427-3922 Fax: 866-266-1534

Administrative Decision

APPLICANT: Patricia L. Bagley-Hill

PROPERTY OWNER: Patricia L. Bagley-Hill/Edward Earl Hargadine et al.

FILE NO.: NSA-11-03

PROJECT: Application to construct a private road over the easement located on tax parcel #03-08-29-0-0-0400-00 (Hargadine) and on tax parcel #03-08-29-0-0-1700-00 (Bagley-Hill).

LOCATION: The Hargadine property is located at 41 Wind River Highway and the Bagley-Hill property will be accessed through the Hargadine parcel. The properties are both located near Carson, in Section 29 of T3N, R8E, W.M. and are identified as Skamania County Tax Lot Numbers 03-08-29-0-0-0400-00 (Hargadine) and 03-08-29-0-0-1700-00 (Bagley-Hill).

LEGAL: See attached page(s) 15.

ZONING: General Management Area-Small Woodland (F-3).

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DECISION: Based upon the record and the Staff Report, the application by Patricia Bagley-Hill, described above, **subject to the conditions set forth in this Decision**, is found to be consistent with SCC Title 22 and **is hereby approved.**

Although the proposed development is approved, it may not be buildable due to inadequate soils for septic and/or lack of potable water. These issues are under the jurisdiction of Skamania County's Building Division and the Skamania County Environmental Health Division.

Approval of this request does not exempt the applicant or successors in interest from compliance with all other applicable local, state, and federal laws.

CONDITIONS OF APPROVAL:

The following conditions are required to ensure that the subject request is consistent with Skamania County Code Title 22. **This document, outlining the conditions of approval, must be recorded by the applicant in the deed records of the Skamania County Auditor** in order to ensure notice of the conditions of approval to successors in interest. SCC §22.06.120(C)(2).

- 1) As per SCC §22.06.120(C)(2), this Administrative Decision **SHALL BE RECORDED** by the applicant in the County deed records prior to commencement of the approved project.
- 2) All developments shall be consistent with the enclosed site plan, unless modified by the following conditions of approval. If modified, the site plan shall be consistent with the conditions of approval. (See attached)
- 3) All structures, except fences, including eaves, awnings and overhangs shall meet the following setbacks: **Front yard:** 50 feet from the centerline of the street or road or 20 feet from the front property line, whichever is greater. **Side yard:** 20 feet. **Rear yard:** 20 feet. Setbacks are established from property lines, not fence lines. If any question arises regarding the location of the property lines, the applicant shall be required to hire a professional land surveyor to locate the property lines and mark them with temporary staking prior to a building permit being issued. Staking must remain during construction and all building inspections.
- 4) After consultation with the Fire Marshal, DNR and the County Engineer, a variance to allow the designed road grade is **APPROVED.**

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- 5) The applicant or applicant's engineer shall submit a letter to the County Engineer listing the variance request and the specific reason for the variance. The County Engineer will review this request in accordance with the County's Private Road Manual standards. *+ 100' Tree Roadside*
- 6) Only that grading which is necessary for site development, as shown on the Bell Design Company Grading Plans, is permitted. All graded areas shall be re-seeded with native vegetation prior to final inspection by the Community Development Department. *scaps*
- 7) Re-seeding and re-planting of all cuts and fills shall be properly maintained to ensure survival and replaced if dead or dying.
- 8) On the Hargadine property, all trees not subject to cuts and fills within the 40' wide easement shall be retained. In addition, on the Hargadine property, one screening tree shall be planted on both sides of the roadway every 10 - 15 linear feet of road, in a random pattern.
- 9) The Bagley-Hill segment shall have a swath of trees 75' wide retained downhill from the edge of the roadway for screening purposes. Many of these trees will be removed during construction. However those areas where trees are removed shall be re-planted. Once replanted the new trees and the existing trees within the 75' area downhill from the edge of the roadway shall be retained as screening trees. On the fill areas below the road, the re-planting shall consist of two rows of trees every 10 -15 linear feet of roadway, planted in a random pattern. There shall be 10 -15 feet between the two rows as well. The cut areas above the road shall be re-planted with one tree every 10 -15 linear feet of roadway.
- 10) The applicant shall meet all conditions of approval enacted to achieve visual subordination prior to final inspection by the Community Development Department.
- 11) A final inspection approval shall not be issued until compliance with all conditions of approval, including visual subordination criteria, have been verified.
- 12) The Community Development Department shall conduct at least two site visits during construction, one to verify the location of the roadway during construction and a second to be conducted after road building has been completed to assure that the screening requirements have been met. A site visit for Final Inspection shall also be conducted after all screening trees are planted. Each inspection may take up to four business days from the time of calling for the inspection. Inspections should be arranged by calling the Planning Division at 509-427-3900.
- 13) Landscaping shall be installed as soon as practicable, and prior to project completion. Applicants and successors in interest for the subject parcel are responsible for the proper maintenance and survival of planted vegetation, and replacement of such vegetation that does not survive.

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- 14) All new plantings shall be at least 2 feet tall from top of root wad at the time of planting and shall grow to heights of forty (40) feet or more.
- 15) It is **RECOMMENDED** that trees be retained in the vicinity of the future home site to assure sufficient screening.
- 16) All exterior lighting shall be hooded or shielded at a 90° angle. Hoods/shields should be made of a non-reflective, opaque material, which does not allow light to pass through. See the attached lighting brochure for examples.
- 17) At least half (1/2) of any trees planted for screening purposes shall be species native to the setting. Such species include Douglas fir, grand fir, western red cedar, western hemlock, big leaf maple, vine maple, red alder, ponderosa pine, Oregon white oak and various native willows (for riparian areas).
- 18) At least half (1/2) of any trees planted for screening purposes shall be coniferous to provide winter screening.
- 19) The intermittent stream is protected by a 50' undisturbed buffer.
- 20) A variance to the 50' stream buffer is **APPROVED** for the purposes of allowing a single crossing of the stream as shown on the applicant's site plan drawings.
- 21) Best Management Practices shall be used during all road building to protect the water quality of the intermittent stream. Best Management Practices, including but not limited to silt fences, straw bales, re-seeding, and jute netting shall be used in all areas within 50 feet of the intermittent stream.
- 22) All natural vegetation shall be retained to the greatest extent practicable, including aquatic and riparian vegetation.
- 23) Nonstructural controls and natural processes shall be used to the greatest extent practicable.
- 24) The culvert used to cross the intermittent stream shall be oversized with an open bottom that will maintain the channel's width and natural grade.
- 25) Temporary and permanent control measure shall be applied to minimize erosion and sedimentation when riparian areas are disturbed, including slope netting, berms and ditches, tree protection, sediment barriers, infiltration systems and culverts.
- 26) Unavoidable impacts to aquatic and riparian areas will be offset through rehabilitation and enhancement efforts which shall achieve no net loss of water quality, natural drainage and fish and wildlife habitat to the affected stream, pond, lake, riparian area and/ or buffer zone and meet the following:

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- a. Natural hydrologic conditions shall be replicated, including current patterns, circulation, velocity, volume and normal water function.
 - b. Natural stream channel and shoreline dimensions shall be replicated, including depth, width, length, cross-sectional profile and gradient.
 - c. The bed of the affected aquatic area shall be rehabilitated with identical or similar materials.
 - d. Riparian areas shall be rehabilitated to their original configuration, including slope and contour.
 - e. Fish and wildlife habitat features shall be replicated, including pool-riffle ratios, substrata and structures, including large woody debris and boulders.
 - f. Stream channels and banks, shorelines and riparian areas shall be replanted with native plant species that replicate the original vegetation community.
 - g. Rehabilitation and enhancement efforts shall be completed no later than ninety (90) days after aquatic area or buffer zone has been altered or destroyed, or as soon thereafter as is practicable
 - h. Within three (3) years after an aquatic area or buffer zone is rehabilitated or enhanced, at least seventy-five (75%) of the replacement vegetation must survive. The project applicant shall monitor the replacement vegetation and take corrective measures to meet the above (a) through (g).
- 27) All disturbances within the 50' buffer of the intermittent stream shall be re-vegetated with native vegetation and shall provide and maintain habitat diversity beneficial to the fish, wildlife and native plants.
- 28) The applicant shall contact the Department of Fish and Wildlife to determine whether this project requires a Hydraulic Permit Approval (HPA).
- 29) It has been recommended by the Confederated Tribes and Bands of the Yakama Nation that a professional archaeologist monitor all ground disturbances associated with this project. Skamania County Community Development recommends, but does not require, that the property owners obtain a professional archaeologist for monitoring.
- 30) The following procedures shall be effected when cultural resources are discovered during construction activities:
- a) Halt Construction. All construction activities within 100 feet of the discovered cultural resource shall cease. The cultural resources shall remain as found; further disturbance is prohibited.
 - b) Notification. The project applicant shall notify the Administrator and the Gorge Commission within twenty-four (24) hours of the discovery. If the cultural resources are prehistoric or otherwise associated with Native Americans, the project applicant shall also notify the Indian tribal governments within twenty-four (24) hours.

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- c) Survey and Evaluations. The Gorge Commission shall survey the cultural resources after obtaining written permission from the landowner and appropriate permits from the DAHP. (See Revised Code of Washington 27.53) It shall gather enough information to evaluate the significance of the cultural resources. The survey and evaluation shall be documented in a report that generally follows the provisions in Section 22.22.030 of this Chapter. Based upon the survey and evaluation report and any written comments, the Administrator shall make a final decision on whether the resources are significant. Construction activities may recommence if the cultural resources are not significant.
 - d) Mitigation Plan. Mitigation plans shall be prepared according to the information, consultation and report provisions contained in Section 22.22.050 of this Chapter. Construction activities may recommence when conditions in the mitigation plan have been executed.
- 31) The following procedures shall be effected when human remains are discovered during a cultural resource survey or during construction. Human remains means articulated or disarticulated human skeletal remains, bones or teeth, with or without attendant burial artifacts.
- a) Halt of Activities. All survey, excavation and construction activities shall cease.
 - b) Notification. Local law enforcement officials, the Administrator, the Gorge Commission, and the Indian tribal governments shall be contacted immediately.
 - c) Inspection. The county coroner, or appropriate official, shall inspect the remains at the project site and determine if they are prehistoric/ historic or modern. Representatives of the Indian tribal governments shall be contacted immediately and have an opportunity to monitor the inspection.
 - d) Jurisdiction. If the remains are modern, the appropriate law enforcement official shall assume jurisdiction and the cultural resource protection process may conclude.
 - e) Treatment. The procedures set out in RCW 27.44 and 68.05 shall generally be implemented if the remains are prehistoric/ historic. If human remains will be reinterred or preserved in their original position, a mitigation plan shall be prepared in accordance with the consultation and report requirements set out in Section 22.22.050 of this Chapter. The mitigation plan shall accommodate the cultural and religious concerns of Native Americans. The cultural resource protection process may conclude when conditions set forth in Section 22.22.050(C) of this Chapter are met and the mitigation plan is executed.

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Dated and Signed this 8th day of December, 2011, at Stevenson, Washington.



Mark J. Mazeski
Land Use Planner
Planning Division

NOTES

Any new residential development, related accessory structures such as garages or workshops, fences, and additions or alterations not included in this approved site plan, will require a new application and review.

EXPIRATION

As per SCC §22.06.150(A), this Administrative Decision approving a proposed development action shall become void in two years if the development is not commenced within that period, or once development has commenced the development action is discontinued for any reason for one continuous year or more.

If the development does not include a structure the permit shall expire two years after the date the land use approval was granted unless the use or development was established according to all specifications and conditions of approval in the approval. For land divisions, "established" means the final deed or plat has been recorded with the county auditor.

If the development includes a **structure** the permit shall expire when construction has not commenced within two (2) years of the date the land use approval was granted; or once the structure has been started and if the structure has not been completed within two (2) years of the date of commencement of construction the permit shall expire. Completion of the structure for this purpose means the completion of the exterior surface(s) of the structure; and compliance with all conditions of approval in the land use approval, including, but not limited to, painting of the exterior of the structure.

APPEALS

The Director reserves the right to provide additional comment and findings of fact regarding this decision, if appealed.

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This Administrative Decision shall be final unless reversed or modified on appeal. A written Notice of Appeal form must be filed by an interested person within 20 days from the date hereof. Appeals are to be made to the Skamania County Hearing Examiner, P.O. Box 790, Stevenson, WA 98648. Notice of Appeal forms and mailing lists are available at the Community Development Department and must be accompanied by a \$1,300.00 nonrefundable-filing fee and a Certificate of Mailing.

The final determination of the Environmental Threshold Determination related to this underlying government action can be appealed to a court of competent jurisdiction, along with the underlying government action, only by the parties with standing to the Environmental Threshold Determination. If the underlying government action was exempt from SEPA review, this section does not apply.

WARNING

On November 30, 1998 the Columbia River Gorge Commission overturned a Skamania County Director's Decision 18 months after the 20 day appeal period had expired. You are hereby warned that you are proceeding at your own risk and Skamania County will not be liable for any damages you incur in reliance upon your Administrative Decision or any amendments thereto.

A copy of the Decision was sent to the following:

Skamania County Building Division

A copy of this Decision, including the Staff Report, was sent to the following:

Persons submitting written comments in a timely manner

Yakama Indian Nation

Confederated Tribes of the Umatilla Indian Reservation

Confederated Tribes of the Warm Springs (electronic)

Nez Perce Tribe

Cowlitz Tribe

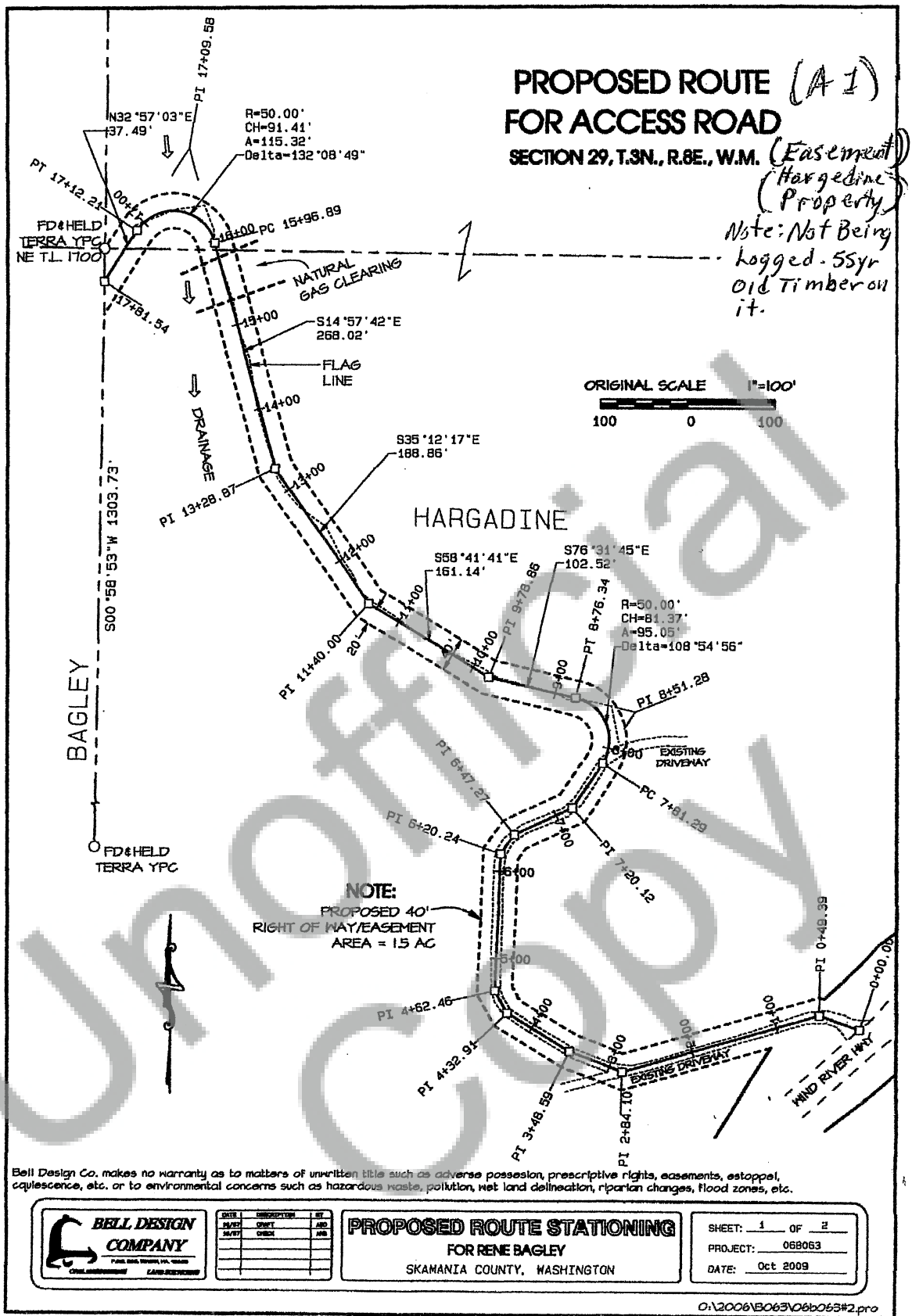
Columbia River Gorge Commission (electronic)

U.S. Forest Service - NSA Office (electronic)

Board of County Commissioners (electronic)

State of Washington Department of Commerce – Paul Johnson (electronic)

Department of Fish and Wildlife (electronic)



RECEIVED
SKAMANIA COUNTY

JUN 23 2011

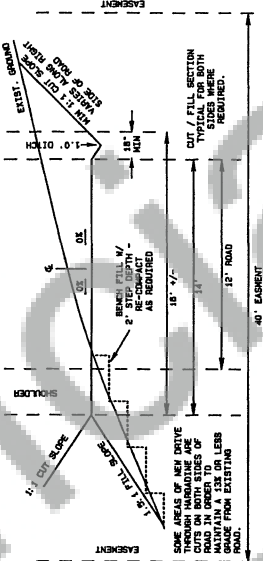
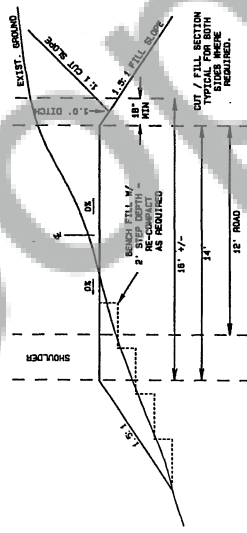
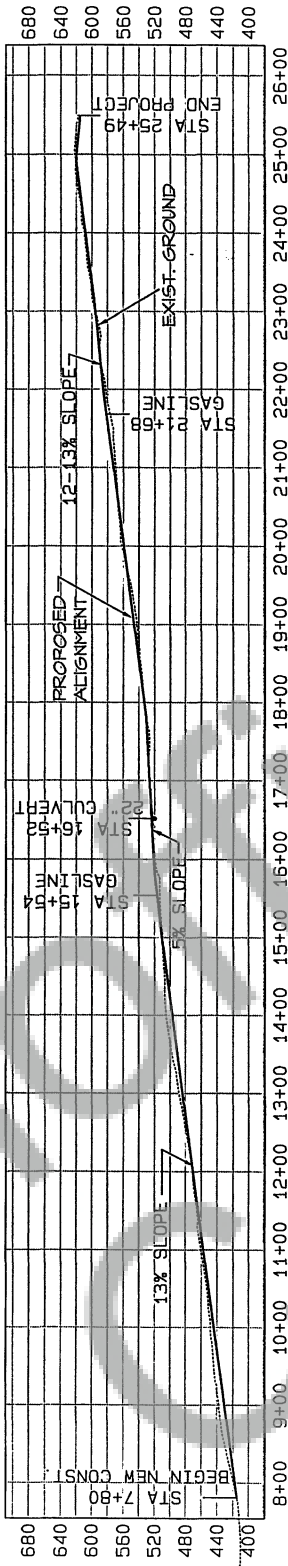
NARRATIVE

- 1) THE PURPOSE OF THIS PROJECT IS TO BUILD A PRIVATE DRIVE WITH A MINIMUM OF IMPACT.
- 2) THE TOTAL VOLUME OF MATERIAL TO BE MOVED IS ESTIMATED AS FOLLOWS:
TOTAL BAGLEY CUT = 1074 CY, TOTAL HARGADINE CUT = 2427 CY
TOTAL BAGLEY FILL = 2475 CY, TOTAL HARGADINE FILL = 427 CY
TOTAL LENGTH OF PROJECT = 1837 LF.
- * NO SHRINKAGE OR SWELL FACTORS APPLIED

COMMUNITY DEVELOPMENT
DEPARTMENT

PROPOSED
ACCESS ROAD
SECTION 29, T.3N., R.8E., W.M.

- 3) PROVISIONS FOR COMPACTION, DRAINAGE, AND STABILIZATION OF GRADED AREAS ARE AS FOLLOWS: SEE DETAILS BELOW
- 4) PLANT MATERIALS USED TO REVEGETATE EXPOSED SLOPES ARE AS FOLLOWS: - NATIVE GROUND COVER
- 5) INTERIM AND PERMANENT EROSION CONTROL MEASURES ARE AS FOLLOWS: STANDARD APPROVED CONSTRUCTION PRACTICE, PROTECTION OF SENSITIVE AREAS



ACCESS ROAD
SECTION ACROSS BAGLEY (NTS)
(TYP)

ACCESS ROAD
SECTION ACROSS HARGADINE (NTS)
(TYP)

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SHEET:	2	OF	3
PROJECT:	06B063		
DATE:	Jun 2011		

GRADING PROFILE	
FOR RENE BAGLEY	
SKAMANIA COUNTY, WASHINGTON	

DATE	DESCRIPTION	BY

BELL DESIGN
COMPANY
CITY ENGINEERING LAND DEVELOPMENT
PO BOX 10000, WA, 98501

DATUM: USGS QUAD

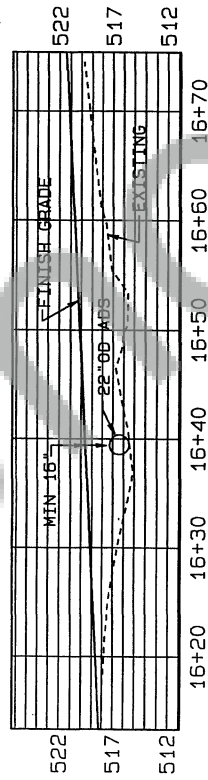
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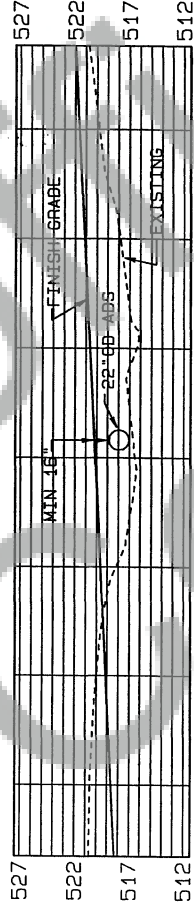
COMMUNITY DEVELOPMENT
DEPARTMENT

PROPOSED
ACCESS ROAD
SECTION 29, T.3N., R.8E., W.M.

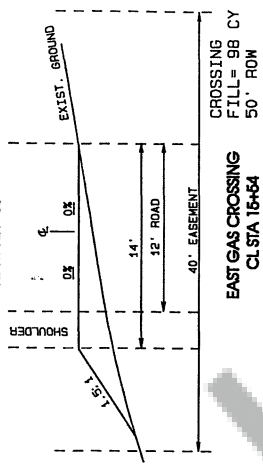
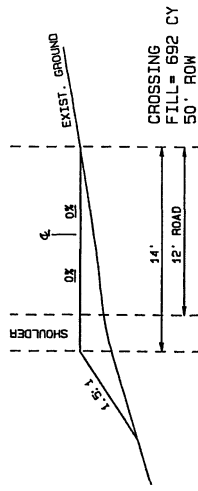
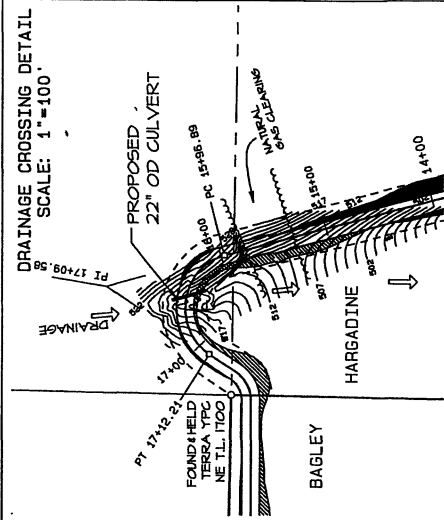
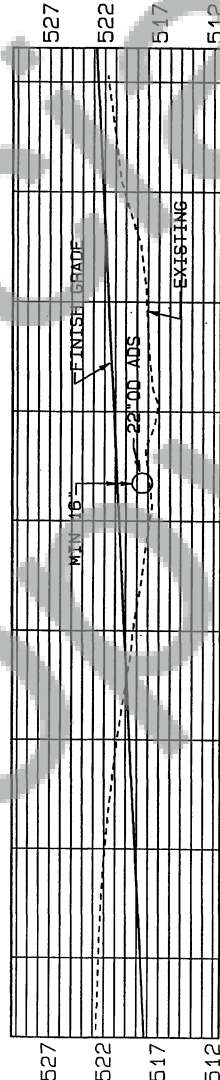
LEFT SHOULDER PROFILE



CENTERLINE PROFILE



RIGHT SHOULDER PROFILE



DATE	DESCRIPTION	BY



GRADING PROFILE
FOR RENE BAGLEY
SKAMANIA COUNTY, WASHINGTON

SHEET: 3 OF 3
PROJECT: 066063
DATE: JUN 2011

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DEED RECORD 29

SKAMANIA COUNTY, WASHINGTON

poses therein mentioned.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Notarial seal affixed)

Raymond C. Sly
Notary Public in and for the State of
Washington, residing at Stevenson in
said county.

STATE OF OREGON)
COUNTY OF TILLAMOOK) ss

I, C. A. McGhee a notary public in and for the State of Oregon, do hereby certify that on this 29th day of August, 1942, personally appeared before me Henry Bolle and Henry Richard Bolle, to me known to be the individuals described in and who executed the within instrument, and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Notarial seal affixed)

C. A. McGhee
Notary public in and for the State of
Oregon, residing at Tillamook. My
commission expires July 15, 1944.

Filed for record June 3, 1943 at 8-20 a.m. by Grantees

Mabel J. Case
Skamania County Auditor.

#32552

Earnest Bannister et ux to Rex Raymond Hargadine et ux

The Grantors, Earnest Bannister and Nettie L. Bannister, husband and wife, for and in consideration of One Dollar do CONVEY and WARRANT unto Rex Raymond Hargadine and Evine Hargadine, husband and wife, Grantee, the following described real property in the County of Skamania, State of Washington, to-wit:

The Southeast quarter of the northwest quarter, the northeast Quarter of the Southwest Quarter, Section 29, Township 3 North, Range 8, East of the Willamette Meridian, containing eighty acres, more or less, except public roads and Northwestern Electric Co. easement. Saving and Excepting also therefrom the right-of-way taken by the Bonneville Power Administration and the United States of America for the Bonneville-Coulee Transmission line over and across the above described property.

Pusuant to executory contract in favor of the Grantees above named, and subject to the acts and omissions of said Grantees.

Dated this 4th day of June, 1943.

Earnest Bannister (seal)
Nettie L. Bannister (seal)

\$1.10 USIR and \$1.00 state stamps affixed and marked: "E.B. 6/4/43"

STATE OF WASHINGTON)
COUNTY OF SKAMANIA) ss

I, the undersigned, a Notary Public in and for said State, do hereby certify that on this 4th day of June, 1943, personally appeared before me Earnest Bannister and Nettie L. Bannister, to me known to be the individuals described in and who executed the within instrument and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year in this certificate first above written.

(Notarial seal affixed)

Raymond C. Sly
Notary Public for Washington residing
at Stevenson, Wash.

Filed for record June 4, 1943 at 2-05 p.m. by Grantees.

Mabel J. Case, Co. Auditor

FORM No. 704 - CONTRACT - REAL ESTATE - Monthly Payments

69613

BOOK 58 PAGE 392

THIS CONTRACT, Made this 26th day of October, 1967, between
 ARTHUR E. FLEMING AND ALVA E. FLEMING, husband and wife
 hereinafter called the seller, and DAMON L. BAGLEY AND PATRICIA L. BAGLEY, husband and wife
 hereinafter called the buyer,
 WITNESSETH, That in consideration of the stipulations herein contained and the payments to be made
 as hereinafter specified, the seller hereby agrees to sell to the buyer and the buyer agrees to purchase from the
 seller the following described real estate, situate in the County of Skamania
 State of Washington, to-wit:

All that portion of the N. W. quarter of the S. W. quarter of Section 29,
 Township 3, N. range 8 E.W.M., lying northerly of the center line of the
 road (now abandoned) known as the Stevenson Carson Road and formally
 designated as state highway #8 as the same was located on April 11, 1927.

IT IS HEREBY UNDERSTOOD AND AGREED that herein sellers are purchasing said
 property under contract of sale and shall continue making payments thereon
 according to the terms thereof:-----

for the sum of Six Thousand Five Hundred and no/100ths----- Dollars (\$ 6,500.00-----)
 (hereinafter called the purchase price), on account of which One Hundred and no/100ths-----
 Dollars (\$ 100.00-----) is paid on the execution hereof (the receipt of which is hereby acknowledged by the
 seller); the buyer agrees to pay the remainder of said purchase price (to-wit: \$6,400.00-----) to the order
 of the seller in monthly payments of not less than Fifty Dollars and no/100ths (\$50.00-----)
 each, including principal and interest at the rate of six & one-half (6 1/2%) per cent
 per annum on the diminishing balance,-----
 payable on the tenth day of each month hereafter beginning with the month of November, 1967,
 and continuing until said purchase price is fully paid. All of said purchase price may be paid at any time;
 all deferred balances of said purchase price shall bear interest at the rate of 6% per cent per annum from
 October 26, 1967 until paid, interest to be paid monthly----- and *-----
 the minimum monthly payments above required. Taxes on said premises for the current tax year shall be pro-
 rated between the parties hereto as of the date of this contract.

The buyer shall be entitled to possession of said lands on 10/26/67, and may retain such possession so long as
 he is not in default under the terms of this contract. The buyer agrees that at all times he will keep the building on said premises, now or hereafter
 erected, in good condition and repair and will not suffer or permit any waste or strip thereof; that he will keep said premises free from mechanics'
 and all other liens and save the seller harmless therefrom and reimburse seller for all costs and attorney's fees incurred by him in defending against any
 such liens; that he will pay all taxes hereafter levied against said property, as well as all water rents, public charges and municipal fees which here-
 after lawfully may be imposed upon said premises, all promptly before the same or any part thereof become past due; that at buyer's expense, he will
 insure and keep insured all buildings now, or hereafter erected on said premises against loss or damage by fire (with extended coverage) in an amount

not less than \$ 100,000. In a company or companies satisfactory to the seller, with loss payable first to the seller and then to the buyer as
 their respective interests may appear and all policies of insurance to be delivered to the seller as soon as insured. Now if the buyer shall fail to pay any
 such liens, costs, water rents, taxes, or charges or to secure and pay for such insurance, the seller may do so and any payment so made shall be added
 to and become a part of the debt secured by this contract and shall bear interest at the rate aforesaid, without waiver, however, of any right arising to
 the seller for buyer's breach of contract.

Purchaser to supply own title insurance at own expense
 The seller agrees that he will not be responsible for the cost of title insurance. The buyer shall be responsible for the cost of title insurance. The buyer shall
 insure (in an amount equal to said purchase price) marketable title in and to said premises in the seller on or subsequent to the date of this agreement,
 save and except the usual printed exceptions and the building and other restrictions and easements of record, if any. Seller also agrees that when
 said purchase price is fully paid and upon request and upon surrender of this agreement, he will deliver a good and sufficient deed conveying said
 premises in fee simple unto the buyer, his heirs and assigns, free and clear of encumbrances as of the date hereof and free and clear of all encumbrances
 since said date placed, permitted or arising by, through or under seller, excepting, however, the said assessments and restrictions and the taxes, municipal
 liens, water rents and public charges to assumed by the buyer and further excepting all liens and encumbrances created by the buyer or his assigns.

And it is understood and agreed between said parties that time is of the essence of this contract, and in case the buyer shall fail to make the
 payments above required, or any of them, punctually within ten days of the time limited therefor, or fail to keep any agreement herein contained, then
 the seller at his option shall have the following rights: (1) to declare this contract null and void, (2) to declare the whole unpaid principal balance of
 said purchase price with the interest thereon at once due and payable and/or (3) to foreclose this contract by suit in equity, and in any of such cases,
 all rights and interest created or then existing in favor of the buyer as against the seller hereunder shall utterly cease and determine and the right to the
 possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and remain in said seller without any act
 of re-entry, or any other act of said seller to be performed and without any right of the buyer of return, reclamation or compensation for moneys paid
 on account of the purchase of said property as absolutely, fully and perfectly as if this contract and such payments had never been made; and in case
 of such default all payments theretofore made on this contract are to be retained by and belong to said seller as the agreed and reasonable cost of said
 premises up to the time of such default. And the said seller, in case of such default, shall have the right immediately, or at any time thereafter, to
 enter upon the land aforesaid, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances
 thereon or therein belonging.

The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way affect
 his right hereunder to enforce the same, nor shall any waiver by said seller of any breach of any provision hereof be held to be a waiver of any suc-
 ceeding breach of any such provision, or as a waiver of the provision itself.

In case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, the buyer agrees to pay such sum as the
 trial court may, after judgment, deem reasonable as attorney's fees to be allowed plaintiff in said suit or action and if an appeal is taken from any judgment or decree
 of such trial court, the buyer further promises to pay such sum as the appellate court shall judge reasonable as plaintiff's attorney's fees on such
 appeal.

In construing this contract, it is understood that the seller or the buyer may be more than one person; that if the context so requires, the singu-
 lar pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall
 be made, assumed and implied to make the provision hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, said parties have hereunto set their hands and seals in duplicate on this, the
 day and year first above written.

5821

RECORDED

MAR 18 1968

Amount Paid \$ 50.00

Original 100

*Strike whichever phrase not applicable.
 (For notarial acknowledgment, Notarize County Treasurer)

Damon L. Bagley (SEAL)

Patricia L. Bagley (SEAL)

Arthur E. Fleming (SEAL)

Alva E. Fleming (SEAL)