

Return Address:

Kenneth Bajema  
102 Prindle Rd  
Washougal WA 98671

SKAMANIA COUNTY  
REAL ESTATE EXCISE TAX

Document Title(s) or transactions contained herein:  Land Contract	31121 MAR 24 2015  PAID \$1,211.50 <i>Audrey Farnham</i> SKAMANIA COUNTY TREASURER
GRANTOR(S) (Last name, first name, middle initial) Kenneth M. Bajema Trustee Donald J Bajema Living Trust	
<input type="checkbox"/> Additional names on page _____ of document.	
GRANTEE(S) (Last name, first name, middle initial) Cynthia M Bajema	
<input type="checkbox"/> Additional names on page _____ of document.	
LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter) A tract of land located in Government Lots 2 and 3 of Section 6, Township 1 North, Range 6 E-W.M.	
<input type="checkbox"/> Complete legal on page <u>Exhibit A</u> of document.	
REFERENCE NUMBER(S) of Documents assigned or released:  <input type="checkbox"/> Additional numbers on page _____ of document.	
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER 01060600090000 (X)	
<input type="checkbox"/> Property Tax Parcel ID is not yet assigned <input type="checkbox"/> Additional parcel numbers on page _____ of document.	
The Auditor/Recorder will rely on the information provided on the form. The Staff will not read the document to verify the accuracy or completeness of the indexing information.	

## LAND CONTRACT

THIS LAND CONTRACT (this "Contract") is hereby made and entered into on March 02, 2015 (the "Effective Date") by and between Donald J. Bajema Living Trust of 29722 State Road 14, Washougal, WA 98671 ("Seller") and Cynthia M. Bajema of 21412, Lake Forest, CA 92630 ("Buyer"), collectively referred to herein as the "Parties" and individually as a or the "Party". *pt3 Monterra*  
*\* Kenneth M. Bajema, Trustee pt3*

WITNESSETH, Seller, for itself, its heirs, and assigns, does hereby agree to sell to Buyer together with all appurtenances, rights-of-way, privileges, easements, and all buildings and fixtures in their present condition located upon the Property described below.

### 1. PROPERTY

Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the following terms and conditions, the real estate, improvements, fixtures, appurtenances, commonly known as: 29722 State Road 14, Washougal, WA 98671 (the "Property"). The legal description of which is as follows: Parcel ID 01-06-06-0-09-000 and further described in Exhibit A (the "Property").

### 2. PRICE AND PAYMENT

2.1 The Purchase Price for the Property shall be One Hundred Five Thousand Dollars (\$105,000) payable as follows: Nine Thousand Dollars (\$9,000) on execution of this Contract, receipt of which is hereby acknowledged, and Twelve Thousand Dollars (\$12,000) paid no later than September 30, 2015.

2.2 The balance of Eighty-Four Thousand Dollars (\$84,000) shall be paid in installments of Five Hundred Seventy-Six Dollars (\$576.06) per month (which includes the principal and interest) payable to Seller on or before the 15 day of each month commencing on March 15, 2015 and continuing until such time as the full amount of said purchase price has been paid. Interest at the rate of Two Point Ninety Percent (2.9%) per annum shall be paid on the remaining unpaid principal balance. Each such installment, when received by Seller, shall be credited first to the payment of the interest on the remaining unpaid balance due on the date of receipt of such installment and then to the reduction of the unpaid principal balance.

1.1. Buyer may prepay all or part of the balance amount of the principal and interest at any time, without any penalty, and without notice. Such prepayment shall not include unearned interest.

### 3. CONDITION OF PROPERTY

Buyer states it has made an inspection of the Property and is purchasing same in "AS IS CONDITION" without any type of warranty thereon. Buyer further understands that Seller has not made and does not make any representations or warranties of any kind as to the condition of the Property, buildings, improvements, or fixtures located thereon, and/or the location of the boundaries of the Property.

### 4. POSSESSION

Buyer shall be entitled to enter into possession of Property on March 2, 2015 and to continue in possession thereof so long as it is not in default in its performance of this Contract.

### 5. DELIVERY OF DEED

Upon full payment of this Contract, Seller shall issue a Quit Claim or General Warranty Deed conveying to Buyer good and marketable title to the Property.

### 6. EVIDENCE OF TITLE

Seller shall be required to provide an abstract or guarantee of title, statement of title, title insurance, or any such other evidence of title at Seller's expense upon request from Buyer. Such evidence of title shall show marketable title of the Property conveyed free and clear of all encumbrances except those mortgages or liens, if any, mentioned herein, easements, restrictions, limitations, reservations, covenants and conditions of record not coupled with a possibility of reverter, right of reentry, or other reverter right that amounts to a qualification of the fee, and subject also to applicable zoning ordinances and real estate taxes for the year in which the deed is delivered and thereafter.

### 7. TAXES AND ASSESSMENTS

Buyer shall pay all general and special taxes, liens, and charges including any and all assessments of every nature, levied, assessed, or accruing on the Property after the Effective Date. Real estate taxes shall be prorated to the date of closing using the short-term method of tax proration. When the real estate taxes become due and payable, Buyer shall pay same directly to the County Treasurer and provide proof of payment to Seller.

### 8. RISK OF LOSS AND INSURANCE

Buyer shall be liable for risk of loss by negligence, fire, or other casualty. Buyer agrees to keep the Property insured with an insurance company and a comprehensive liability insurance coverage for the benefit of both Parties, as their interest may appear, and provide a copy of said policy to Seller or to any mortgagee. All insurance proceeds shall be payable to Seller. In case The Property is destroyed wholly or partially by fire or other casualty, Buyer shall have the option for 10 days thereafter of proceeding with the terms of this contract, with an agreed adjustment in the sale price, or of terminating this agreement and being repaid all amounts paid hereunder

**9. UTILITIES**

Buyer shall pay the cost of all utilities in connection with the Property, including, but not limited to, telephone, gas, electric, water, sewage, and cable, that may become due or payable on or after the Effective Date.

**10. POSSESSION OF PROPERTY**

Upon execution of this Contract, Buyer shall take possession of the Property and shall enjoy peaceful possession of the Property for as long as all payments due under this Contract are made in a timely manner and all other terms and covenants are in compliance.

**11. TIME IS OF THE ESSENCE**

Time is of the essence with respect to the terms and provisions of this Contract. The time of each payment shall also be an essential part of this Contract.

**12. DEFAULT BY SELLER**

In the event of the failure of Seller to comply with the terms of this Contract or perform any of the covenants hereby made and entered into, Buyer shall have the option to collect damages at law or demand specific performance, costs, and reasonable attorney's fees from Seller.

**13. DEFAULT BY BUYER**

In the event of the failure of Buyer to pay any of the sums in this Contract agreed to be paid by Buyer, for a period of 30 days after they become due, either as installments or on account of interest, taxes, assessments, or procuring insurance, or should Buyer fail to comply with any of the covenants or conditions of this Contract on its part to be performed, then:

- a. Seller shall be released from all obligations in law or equity to convey the Property to Buyer.
- b. Seller shall have a right to retake possession of the Property after Buyer has been in default for a period of 30 days.
- c. Buyer agrees to forfeit all rights to the Property and any rights to possession commencing after being in default for a period of 30 days.
- d. Buyer shall be entitled to a refund of all down payment monies paid to the Seller, plus the principal portion of any payments made to date, plus reimbursement of improvements made to property, fixtures added to the Property, including, but not limited to, appliances, carpet, lighting, etc.
- e. Any rights, powers, or remedies, special, optional, or otherwise, given or reserved to Seller by this Paragraph shall not be construed to deprive Seller of any rights, powers, or remedies otherwise provided by law or equity.
- f. Any and all legal fees incurred as a result of default of this Contract by Buyer shall become due and payable from Buyer.

**14. MAINTENANCE OF PROPERTY**

Buyer agrees to maintain the Property in substantially the same condition as it now exists and will not do or permit to be done anything to the Property that will in any way impair or weaken the security of Seller's title.

**15. RETURN OF PROPERTY**

In the event this Contract is terminated and Buyer is required to return the Property to Seller as may be required by the terms of this Contract, Buyer agrees to return the Property to Seller in substantially the same condition as it now exists, ordinary wear and tear excepted. Seller reserves the right to inspect the Property at any time by giving Buyer reasonable notice.

**16. RECORDING**

As soon as practicable after the Effective Date, Seller shall cause a copy of this Contract to be recorded in the appropriate office of the county in which the Property is located. Seller shall provide Buyer with evidence of such recording.

**17. ENCUMBRANCES**

No mortgage may be placed upon the Property to become a lien on the Property, if the total amount of such mortgage becomes, at any time, greater than the unpaid balance under this Contract. If Seller defaults on any such mortgage or land contract, Buyer shall have the right to make any necessary payments or take any necessary actions to cure the default and Buyer will be reimbursed by receiving credit to this Contract to apply to any payments that are due or will become due.

**18. ALTERATIONS TO PROPERTY**

Buyer has permission to make structural changes and improvements to the property. Buyer shall indemnify and hold Seller, the Property of Seller, and Seller's interest in the Property harmless, free and clear from liability for any and all mechanic's liens or other expenses or damages resulting from any renovations, alterations, buildings, repairs, or other work placed on the Property by Buyer.

**19. PERSONAL INJURIES**

Buyer shall indemnify and hold Seller harmless from any and all demands, loss, or liability resulting from the injury or death because of the negligence of Buyer or the condition of the Property at any time or times after the date possession of the Property is delivered to Buyer.

**20. CONVEYANCE BY SELLER**

Seller reserves the right to convey Seller's interest in the Property. Such conveyance shall not be a cause for rescission of this Contract and shall be subject to the terms of this Contract.

**21. SUCCESSORS AND ASSIGNS**

This contract shall be binding upon any heirs, successors and assigns of Seller or Buyer.

**22. JOINT AND SEVERAL LIABILITY**

If there is more than one Buyer, then all Buyers covenant and agree to joint and several liability and obligations with respect to this Contract.

**23. NOTICES**

Any notice to be given or to be served upon any Party hereto in connection with this Contract must be made in writing. Such notice may be delivered to a Party at the address that follows a Party's signature or to any new address that Party designates in writing. Notice may be delivered: (1) in person; (2) by certified mail; or (3) by overnight courier as follows:

If to Seller:  
Kenneth M. Bajema, Trustee  
102 Prindle Road  
Washougal, WA 98671

If to Buyer:  
Cynthia M. Bajema  
21412 Monterra  
Lake Forest, CA 92630

**24. ASSIGNMENT OR SALE BY BUYER**

Buyer has permission to sell the Property. Upon sale, the remaining unpaid balance of the purchase price will be paid to the Seller.

**25. PENDING ORDERS**

There are no known pending orders issued by any governmental authority with respect to the Property, other than those set forth in this Contract, existing prior to the Execution Date set forth herein and above.

**26. GOVERNING LAW**

This Contract and all transactions contemplated hereby, shall be governed by, construed, and enforced in accordance with the laws of the State of WA.

**27. DISPUTES**

If a dispute arises, the Parties will try in good faith to settle it through mediation conducted by and in accordance with the mediation rules and procedures of American Arbitration Association (AAA). The Parties will share the costs of the mediator equally. Each Party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 14 days after it is referred to the mediator, it shall be arbitrated by arbitration rules and

procedures of the AAA. Judgment on the arbitration award may be entered in any court that has jurisdiction over the matter. Costs of arbitration, including attorney fees, shall be allocated by the arbitrator.

**28. ATTORNEY FEES AND COSTS**

In connection with any proceeding arising out of this Contract, the prevailing Party shall be entitled to recover reasonable attorney fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

**29. SEVERABILITY**

If any court determines that any provision of this Contract is invalid or unenforceable, any invalidity or unenforceability will affect only that provision, shall not render any other provision of this Contract invalid or unenforceable, and such provision shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

**30. WAIVER**

If one Party waives any term or provision of this Contract at any time, that waiver will only be effective for the specific instance and specific purpose for which the waiver is given. If either Party fails to exercise or delays exercising any of its rights or remedies under the terms or provisions this Contract, that Party retains the right to enforce that term or provision at a later time.

**31. BINDING EFFECT**

This Contract and the covenants herein shall be binding upon and shall inure to the benefit of the Parties hereto and their successors, heirs, executors, administrators, personal representatives, and assigns.

**32. COUNTERPARTS**

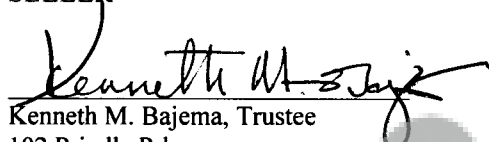
This Contract may be executed in several counterparts, each constituting a duplicate original, and together which shall constitute one and the same Contract.

**33. ENTIRE AGREEMENT**

This Contract constitutes the entire agreement between the Parties with respect to the transaction contemplated herein. It replaces and supersedes any and all oral agreements between the Parties, as well as any prior writings. 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 whom the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument.

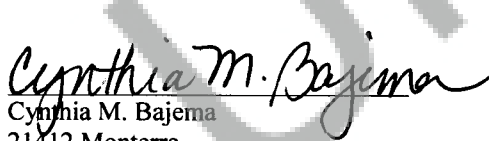
IN WITNESS WHEREOF, the Parties hereto hereby execute this Contract as of the date first above written.

**SELLER**

  
Kenneth M. Bajema, Trustee  
102 Prindle Rd.  
Washougal, WA 98671

6 March 2015  
Date

**BUYER**

  
Cynthia M. Bajema  
21412 Monterra  
Lake Forest, CA 92630

2 March 2015  
Date



## EXHIBIT A

County of Skamania, State of Washington

A tract of land located in Government Lots 2 and 3 of Section 6, Township 1 North, Range 6 E.W.M., described as follows:

Commencing at the stone in the Cascades County Road mentioned in a deed recorded at page 536 of Book D, Records of Skamania County, Washington, which said stone is situated 112.2 feet south and 2,839 feet east of the quarter corner on the west line of Section 6, Township 1 North, Range 6 E.W.M.; thence South 15 degrees East 3 chains 50 links; thence South 31 degrees West 3 chains 50 links; thence South 75 degrees West 3 chains 17 ½ links; thence North 15 degrees West 3 chains 50 links; thence North 75 degrees East 3 chains 17 ½ links; thence North 31 degrees East 3 chains 50 links to the starting point; containing two (2) acres and 25 square links.

-and-

That portion of a tract of land conveyed to G. Jean as recorded in Book 71, Page 232, Deed Records of Skamania County, Washington, lying easterly of the following described line:

Beginning at an iron rod which bears South 79 degrees 42 minutes 36 seconds East, a distance of 2447.93 feet from the West one quarter corner of Section 6, Township 1 North, Range 6 East Willamette Meridian, said point being on the south right of way line of State Highway 14; thence South 13 degrees 50 minutes 00 seconds East a distance of 22 feet more or less to the Northwest corner of a tract of land conveyed to D. Bajema as recorded in Book 74, Page 324, Deed Records of Skamania County, Washington; thence South 13 degrees 50 minutes 00 seconds East a distance of 231.00 feet to the Southwest corner of said D. Bajema Tract; thence South 13 degrees 50 minutes 00 seconds East a distance of 71 feet, more or less to the North right-of-way line of the Burlington Northern Railroad.

SUBJECT to the encroachment, if any, of Tax Lot No. 1638 claimed by the heirs at law of Pluma H. Mackey, under a deed dated September 10, 1926, recorded at Page 131 of Book V of Deeds, disclosed in real estate contract recorded under Auditor's File No. 70908, in Book 60 of Deeds at Page 302.

Skamania County Assessor  
Date 3-24-15 Parcel# 1-6-6-1700 01060600090000  
G.S. 3/29/2010

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of

Orange

On

MARCH 2, 2015

before me,

'Antoinette Young 'Notary Public'

Date

personally appeared

Cynthia

Here Insert Name and Title of the Officer

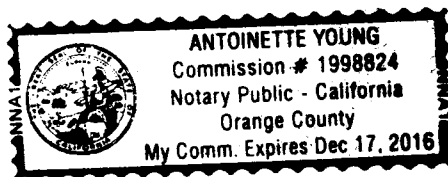
Bajema

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Antoinette Young

Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document:

Land Contract

Document Date:

3.2.2015

Number of Pages:

Signer(s) Other Than Named Above:

**Capacity(ies) Claimed by Signer(s)**

Signer's Name:

☐ Corporate Officer — Title(s):☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other:

Signer Is Representing:

Signer's Name:

☐ Corporate Officer — Title(s):☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other:

Signer Is Representing:

NOTARY STATEMENT

STATE OF Washington )  
COUNTY OF Clark ) SS:

Kenneth Bajema

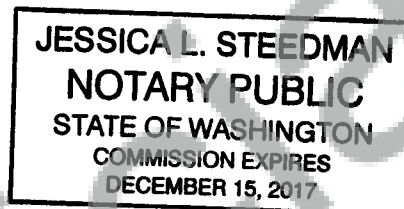
Before me, a Notary Public, in and for said County and State, personally appeared the above mentioned, who acknowledge that they did sign the foregoing instrument and same is his/her/its free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Washougal, Washington, this 16<sup>th</sup> day of March, 2015

Jessica L. Steedman  
NOTARY PUBLIC

This instrument was prepared by:

Jessica L. Steedman  
\_\_\_\_\_  
\_\_\_\_\_



Unofficial Copy