

After recording, return to:

JEFF LINDBERG
Landerholm, P.S.
P.O. Box 1086
Vancouver, WA 98666-1086

SKAMANIA COUNTY
REAL ESTATE EXCISE TAX
32899
NOV - 6 2017

Tax Lot 03081944040000
Ptn Sec 19, T3N, R8E W.M.

PAID \$ 846.50

Andrew Palmer Deputy
SKAMANIA COUNTY TREASURER

Space Above for Recording Information Only

REAL ESTATE CONTRACT

1. **Effective Date.** The Effective Date of this Real Estate Purchase and Sale Agreement ("Agreement") shall be the date it is executed by the last party hereto and a fully-executed copy is provided to the parties.
2. **Seller.** Kenneth Esch as Personal Representative of the Estate of Eugene Edgar Esch
3. **Purchasers.** Daniel C. Esch and Cecilia Esch, *husband and wife Esch*
4. **Property.** Assessor's Parcel Number 03081944040000 *ym 11/6/17*
 - a. **Real Property.** The Seller agrees to sell to the Purchasers, and the Purchasers agree to purchase from the Seller, the property, with appurtenances thereon, situated at 511 Carson Creek Road, Skamania County, Washington and known as Tax Lot number 03081944040000 ("Property") and legally described as follows:

See Attached Exhibit A.
 - b. **Personal Property.** The Seller agrees to sell to the Purchasers, and the Purchasers agree to purchase from the Seller, the following described personal property, situated in Skamania County, Washington:



5. **Purchase Price.** The purchase price of the Property is Fifty-Five Thousand (\$55,000), of which Ten Thousand (\$10,000) has been paid, receipt of which is hereby acknowledged. The balance of Forty-Five Thousand (\$45,000) shall be paid in monthly installments of Four Hundred (\$400.00), beginning December 1, 2017, and continuing on the same day of each month thereafter until the balance of the purchase price, both principal and interest, is fully paid. The unpaid balance of the purchase price shall at all times bear interest at three percent (3%) per annum, commencing on November 1, 2017.

Notwithstanding the foregoing payment provisions of this Contract, both purchase price and interest shall be paid in full on or before November 1, 2018 (1 year from Effective Date).

Each payment shall be first applied against the costs, expenses and late charges for which the Purchasers are then liable hereunder, secondly against interest, and thirdly against the principal then due to the Seller. All payments shall be made at the place designated by the Seller.

6. **Late Charges.** In the event that any payment is received by the Seller more than ten (10) days after the due date, there shall be due a late charge of **five** percent (5%) of the delinquent payment or Twenty-Five and No/100 Dollars (\$25.00), whichever is greater. The late charge will be computed monthly on all sums which are delinquent.

7. **Prior Encumbrance.** NA

8. **Retention of Title, Security and Deed.** When Purchasers have fully performed this Contract, Seller shall execute and deliver to Purchasers a Statutory Warranty Deed and Bill of Sale conveying the Property free and clear of all encumbrances except any encumbrances agreed to by Purchasers and any encumbrances that may accrue hereafter due to any person other than the Seller. Title to personal property described above shall remain in Seller until Purchasers have fully performed their contract. Purchasers' rights to the Property shall be subject to all applicable terms and conditions of this Contract. The personal property above described shall be subject to a security interest in Seller which shall be evidenced by a Security Agreement.

9. **Possession.** Purchasers shall be entitled to possession of the Property from and after the date of this Contract subject to the rights of tenants under leases identified herein.

10. **Existing Tenancies.** Purchasers shall take possession subject to any existing leases and tenancies covering the Property. Purchasers have examined any such leases and tenancies and agree to perform all obligations of the lessor thereunder and to hold Seller harmless from any liability in connection therewith.

11. **Assessments and Taxes.** Purchasers shall pay before delinquency all taxes, assessments, water rents or water assessments, utility charges, and operation or construction charges not now delinquent, and all levied or assessed against the Property and hereafter falling due. In the event any taxes, assessments, rents, or charges to be paid by Purchasers are paid by Seller, Purchasers shall promptly reimburse Seller. Upon failure of Purchasers to pay any taxes, assessments, rents or charges to be paid by Purchasers, Seller may, at its option, declare a forfeiture of this Contract or pay and discharge any such tax, assessment, rent or charge and any amount so paid shall be added to and be secured in the same manner as the unpaid purchase price, bear interest at the rate of twelve percent (12%) per annum, and be due immediately.

12. **Prepayment.** If prepayment is permitted by the prior encumbrances described above, or if the holders of the prior encumbrances described above consent thereto, Purchasers may prepay the entire amount remaining due pursuant to this Real Estate Contract when such payment is accompanied by all interest then due. If any prepayment to the holder of any prior encumbrance also requires a prepayment premium, the Purchasers shall pay the same. If any prior encumbrance does not permit prepayment and the holder thereof does not consent to a prepayment, then the Purchasers herein may only prepay that portion of the purchase price which is not encompassed by the principal balance due under any prior encumbrance. All prepayments may be effected only upon not less than ten (10) days prior written notice to Seller and on any regular installment payment date. The Seller shall not be required to accept any prepayments which do not conform to the requirements of this paragraph.

13. **Acceptance of Premises.** The Purchasers agree that a full inspection of the premises has been made. Purchasers hereby accept the Property in its present condition and AS IS and Purchasers confirm that neither the Seller nor any agent or representative of the Seller have given or made any warranty or representation whatsoever concerning the physical condition thereof or the uses or purposes to which the same may now or hereafter be placed, or the location of the boundary lines.

14. **Title Insurance.** The Seller agrees to procure a standard purchaser's form policy of title insurance, insuring the Purchasers to the full extent of the purchase price against loss or damage by reason of defect in the record title of the Seller to the real estate herein described, excepting matters herein expressly agreed to by the Purchasers.

The Purchasers have examined the preliminary commitment for title insurance No. S17-0384KM, issued by Columbia Gorge Title and dated September 13, 2017, and agree to accept a purchaser's standard coverage title insurance policy in the form of that commitment.

15. **Risk of Loss.** The Purchasers shall bear the risk of loss for the complete or partial destruction or condemnation of the Property after the date of this Contract. No loss, damage



or destruction of all or part of the Property shall constitute a failure of consideration or a basis for the rescission of this Contract or relieve the Purchasers from their obligation to observe and perform all of the terms, covenants and conditions hereof. Each of the parties hereto releases the other from all liability for damage caused by any act or neglect of the other party, its agents, servants and employees, to any property which is the result of fire or other casualty covered by insurance carried at the time of such casualty; provided, however, the releases herein contained shall not apply to loss or damage resulting from the willful or premeditated acts of either of the parties hereto, their agents, servants or employees; and provided further, nothing in this paragraph shall be interpreted or have the effect of relieving or modifying any obligation of any insurance company, and to the extent any such obligation is so relieved or impaired this provision shall be ineffective.

16. **Insurance.** The Purchasers shall, at their own cost and expense, keep the improvements on the Property insured against loss or damage by fire, windstorm, and all other casualties covered by "all risk" endorsements available in the State of Washington and with such additional coverages or endorsements as the Seller may reasonably require from time to time. Said insurance shall be in an amount not less than the greater of: (a) the amount of coverage necessary to avoid the insured being treated as a co-insurer, or (b) one hundred twenty percent (120%) of the then unpaid principal balance of the purchase price for the Property, or (c) such higher amount as may be required by the terms of any prior encumbrance, and shall be placed with an insurance company authorized to do business in the State of Washington. All insurance policies shall expressly include the Seller as a named insured, shall contain a waiver of subrogation clause (to the extent reasonably obtainable), and shall include provisions to the effect that they cannot be materially modified or cancelled prior to Seller receiving not less than twenty (20) days' advance written notice, and accurate and complete copies thereof shall be deposited with the Seller upon written request.

In the event of loss or damage to the Property which is required to be insured hereunder, and except as otherwise required by any prior encumbrance and the then holder thereof, the insurance proceeds shall, at the option of the Purchasers, be used to repair, rebuild, or replace all improvements and personal property which may have been destroyed or damaged to the extent necessary to restore and replace them to substantially the same condition which existed immediately prior to the casualty, subject to such modifications as may then be required by law or to which the Seller agrees in writing. Immediately upon receipt, all insurance proceeds, together with any other sums required to complete the repairs and restorations, shall be placed in a construction disbursement account with an escrow agent or other person jointly designated by the Seller and the Purchasers and shall be disbursed periodically in amounts corresponding to the percentage of completion of repairs; provided, however, in the event this Contract is forfeited, any portion of such proceeds remaining after the payment of properly incurred repair and replacement costs due as of the date of such

forfeiture shall be immediately paid to the Seller. No construction may be commenced until all sums required to pay the cost thereof have been deposited in the disbursement account. The expenses of said disbursement account and in obtaining percentage completion certificates shall be paid by the Purchasers, and the Purchasers shall be responsible for depositing in the disbursement account the amounts necessary to pay all costs of repairs, reconstruction and replacements which are not covered by the insurance proceeds. In the event the Purchasers desire to construct improvements which are materially different from those so damaged or destroyed, it shall first obtain the Seller's written consent. All repairs and replacements shall be commenced within sixty (60) days following the date the Purchasers elect to reconstruct and shall be continuously pursued with due diligence. Subject to the terms of any prior encumbrances, any casualty insurance proceeds which are not used to pay for repairs or replacements permitted by the terms of this Paragraph shall be paid to the Seller and applied against the principal balance last due hereunder, and the Seller shall accept the same notwithstanding any prepayment restriction in this Contract.

If: (i) a prior encumbrance and the then holder thereof does not permit the use of casualty insurance proceeds for repairs, or (ii) the Purchasers do not elect to repair the damage, or (iii) the Seller's consent to materially different improvements is not waived or given, or (iv) the Purchasers do not deposit in the disbursement account all sums in excess of available insurance proceeds required for reconstruction by the date construction is required to commence, or (v) construction is not commenced when required or not continuously pursued (subject to delays beyond the reasonable control of the Purchasers), the Seller may require that all casualty insurance proceeds be immediately paid to the Seller or to the holder of a prior encumbrance having a valid claim thereto which is prior to the Seller's. The Purchasers shall make the elections provided for in this Paragraph within sixty (60) days following the date of casualty, and the Seller shall respond in writing to a written request to construct materially different improvements within twenty (20) days after said request. Any failure of the Purchasers to timely make any such election shall enable the Seller to apply the insurance proceeds against the principal last due under this Contract, and any failure of the Seller to timely respond to any such request shall be deemed an approval thereof.

In the event of any failure of the Purchasers to obtain or timely pay any premiums for any insurance required by this Paragraph, the Seller may require the Purchasers to deposit with each installment amount an amount reasonably estimated by the Seller to be necessary to discharge the next ensuing premiums for said policies, said estimates to be adjusted by the Seller upon receipt of the premium invoices to reflect the actual amount of such liabilities. The payments so made which have not been applied against such liabilities shall be returned to the Purchasers with the delivery of the Seller's deed to the Purchasers. The Seller shall not be liable for interest on said deposits. If not retained in an escrow or collection account, said funds shall be maintained by the Seller in a segregated account and expended for no other

purpose, however, this account may be commingled with any tax reserve account under this Contract.

17. **Condemnation.** If the Property or any part shall be taken and condemned, such taking shall not be a ground for rescission of this Contract. The award made for the taking shall be deemed to be the Property of Purchasers, but shall be paid to Seller to apply upon the purchase price, not exceeding any amounts then unpaid hereunder. Seller, Purchasers or both may appear and defend or prosecute in any condemnation proceedings.

18. **Maintenance and Inspection.** The Purchasers shall keep and maintain the Property in good repair, and shall not commit or suffer to be committed any waste or other willful damage to or destruction of the Property or any portion thereof. The Purchasers shall not, without the prior written consent of the Seller, remove any personal property from the real property, and will keep and maintain the same in good order, repair and condition; provided, however, the Purchasers shall have the right to promptly replace personal property with items of comparable worth and utility. The Purchasers shall replace any item of personal property or any substitutions thereof which may become lost, broken or beyond repair, and such after-acquired item shall be subject to all of the provisions hereof. The Seller shall have the right, at all reasonable times and hours, to inspect the Property to ascertain whether the Purchasers are complying with all of the terms, covenants and conditions of this Contract.

19. **Alteration and Liens.** Except as otherwise permitted in this Contract for construction following an insured casualty, or except for any maintenance or repairs required by this Contract, the Purchasers shall not, without the prior written consent of the Seller, make or permit any alterations, additions, or improvements to or of the Property or to any portion thereof nor permit any demolition or removal of any such improvements. The Seller may not unreasonably withhold its consent if the action proposed will not materially affect the value of the Property or violate any applicable laws or ordinances or the terms of this Contract or of any prior encumbrances. The Purchasers shall not cause, authorize or permit any mechanics' or materialmen's liens to be placed upon the Property. The Purchasers shall have the right to contest said liens so long as a foreclosure thereof is prevented, and if such contest is pursued in good faith the filing of the lien and withholding payment of the lien amount so disputed shall not constitute a default under this Contract. No lien of any agent, contractor, subcontractor, or independent contractor of the Purchasers shall encumber any interest of the Seller in the Property. In the event the Purchasers shall alter, repair or improve the real property or erect or construct any new or additional buildings or improvements on the real property or any part thereof (whether acting with or without Seller's consent), all such alterations, repairs, improvements, replacements and additions, including any new buildings and improvements, shall immediately be and become the property of the Seller and subject to all of the terms, covenants and conditions of this Contract.



20. **General Advancements by Seller.** In case the Purchasers fail to make any payment to others as herein provided or to maintain insurance, if required herein, the Seller may make such payment or effect such insurance, and any amounts so paid by the Seller, together with interest at the rate of twelve percent (12%) per annum thereon from date of payment until repaid, shall be repayable by Purchasers on Seller's demand, all without prejudice to any other rights the Seller might have by reason of such default.

21. **Purchasers' Default.** Time is of the essence of this Contract. The Purchasers shall be in default under this Contract if Purchasers (a) fail to observe or perform any term, covenant or condition herein set forth or those of any prior encumbrances, or (b) fail or neglect to make any payment of principal or interest or any other amount required to be discharged by the Purchasers precisely when obligated to do so, or (c) become or are declared insolvent or make an assignment for the benefit of creditors, or file any debtor's petition or any reorganization or similar act, or (d) permit the Property or any part thereof or its interests therein to be attached or in any manner restrained or impounded by process of any court, or (e) abandon the Property for more than thirty (30) consecutive days (unless the Property is otherwise occupied), or (f) convey the Property or a portion thereof without any prior written consent required herein of the Seller.

22. **Seller's Remedies.** In the event the Purchasers is/are in default under this Contract the Seller may, at Seller's election, take any or all of the following courses of action:

a. **Suit for Delinquencies.** The Seller may institute suit for any overdue installment amounts or other sums due and payable under this Contract and for any sums which have been advanced by Seller and repayable by Purchasers pursuant to the provisions of this Contract, together with interest on all of said amount at the rate provided for by this Contract from the date each such amount was advanced or due, as the case may be, to and including the date of collection. The promise to pay intermediate installments is independent of the promise to make a deed. The election by the Seller to proceed under this Paragraph 22(a) shall not bar the right to proceed under any other section of Paragraph 22.

b. **Acceleration.** In the event Purchasers shall fail to comply with any condition hereof or to make any payment required, the Seller may elect to declare all of the sums obligated to be paid by the Purchasers herein to be immediately due and payable. Prior to acceleration, a thirty (30) day notice of intent to accelerate shall be made by Seller in writing. Within the thirty (30) day period, the Purchasers shall have the right to remove the grounds for acceleration specified in the notice. Acceleration shall be declared, however, unless the Purchasers have paid to the Seller all expenses that Seller has incurred in the declaration of intention to accelerate and service of such notice, including attorney's fees incurred by the Seller. Upon acceleration being declared, all sums due under this Contract, including all costs



and attorney's fees, shall immediately be payable in full, and Purchasers shall have no right to bring the delinquencies current and reinstate the contract.

c. **Forfeiture and Repossession.** The Seller may forfeit this Contract pursuant to Chapter 61.30, RCW, as it is presently enacted and may hereafter be amended. The effect of such forfeiture includes: (i) all right, title and interest in the Property of the Purchasers and all persons claiming through the Purchasers shall be terminated; (ii) the Purchasers' rights under the Contract shall be canceled; (iii) all sums previously paid under the Contract shall belong to and be retained by the Seller or other person to whom paid and entitled thereto; and (iv) all improvements made to and unharvested crops on the Property shall belong to the Seller.

d. **Specific Performance.** The Seller may institute suit to specifically enforce any of the Purchasers' obligations hereunder, and the same may include redress by mandatory or prohibitive injunction.

e. **Further Enforcement.** The Seller may enforce this Contract under any other method allowed by law. Seller may proceed as to both the real and the personal property in accordance with its rights and remedies in respect to the real property.

f. **Cumulative Remedies.** The remedies stated herein are cumulative and not mutually exclusive and the Seller may pursue any other or further remedies to enforce this Contract.

23. **Waivers.** No waiver of any rights of either party under this Contract shall be effective unless specifically evidenced in a written agreement executed by the waiving party. Any forbearance, including, without limitation, a party's acceptance of any payment after the due date or any extension thereof, shall not be considered a waiver of such party's right to pursue any remedy hereunder for any other existing or subsequent defaults of the same or a different nature or for breach of any other term, covenant or condition hereof.

24. **Attorney's Fees.**

a. If this Contract or any obligation contained in it is referred to an attorney for collection or realization, Purchasers agree to pay Seller's attorney's fees, including fees incurred with or without legal suit, fees incurred in preparation and service of notices, expenses of searching records to determine the condition of title, and all other related legal expenses.

b. In the event litigation arises out of this Contract, the losing party agrees to pay the prevailing party's attorney's fee, together with all costs and expenses incurred in



connection with such action, including the cost of searching records to determine the condition of title.

25. **Assignment of Rents.** Purchasers hereby transfer, assign and set over to Seller, its successors and assigns, from and after the date hereof, all of Purchaser's/s' right, title and interest in and to (a) all leases, subleases, licenses, rental contracts, now existing or hereafter entered into and effecting the Property together with all guarantees, modifications, extensions and renewals thereof which now exist or may hereafter be made, and (b) all rents, issues, profits, income and proceeds to become due from tenants of the Property together with all deposits and security deposits now or hereafter held by Purchasers. Subject to Purchasers' Revocable Limited License as stated below, Seller shall have the right to notify any and all tenants and other obligors on leases that the same have been assigned to Seller and that all rents are to be made directly to Seller whether or not Seller shall have foreclosed or forfeited or commenced foreclosure or forfeiture proceedings and whether or not Seller shall have taken possession of the Property. Seller shall further have the right, subject to Purchasers' Revocable Limited License as stated below, to enforce payment of rents, to enter upon, take possession of and operate the Property and to lease all or any part of the Property. Seller shall have the right to apply any rents received to the payment of any and all costs and expenses incurred in connection with enforcing or defending the terms of this assignment and for the operation and maintenance of the Property and the payment of all costs and expenses in connection therewith. The entering upon and taking possession of the Property, collection of rents, issues and profits and the application thereof, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

Purchasers shall have a revocable license to collect and receive the rents and to retain, use and enjoy such rents. Such license may be revoked by Seller, without notice to Purchasers, upon the occurrence of a default as defined hereinabove.

In the event of the filing of any complaint or other proceedings wherein that it is alleged that a default has occurred under the terms of this Contract, Seller may apply for and shall be entitled, as a matter of right, without consideration of the value of the Property or the solvency of any person or persons bound, to the appointment of a receiver to take possession of the Property and/or to collect the rents, issues and profits therefrom; and Purchasers waive notice of the appointment of any such receiver.

It is understood that this assignment shall not operate to place responsibility for the control, care, management or repair of said Property upon Seller, nor for the carrying out of any of the terms and conditions of said leases or agreements which shall be and remain the sole responsibility of the Purchasers; nor shall it operate to make the Seller responsible or liable for any waste committed on the Property by the tenants or any other parties, or for any



dangerous or defective conditions of the Property, or for the management, upkeep, repair or control of said Property resulting in loss or injury or death of any tenant, licensee, employee or stranger.

26. **Hazardous Waste.** The Purchasers will not create a nuisance or commit waste on the premises. Purchasers represent and warrant to Seller that hazardous substances will not be generated, stored or disposed of on the premises nor will the same be transported to or over the premises. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time. And it shall be interpreted to include, but not be limited to, any substance which after release into the environment and upon exposure, ingestion, inhalation or assimilation, either directly from the environment or indirectly by ingestion through food chains or otherwise, will or may reasonably be anticipated to cause sickness, death, disease, behavior abnormalities, cancer or genetic abnormalities. Purchasers will hold Seller harmless from and indemnify Seller against and from any damage, loss, expenses or liability resulting from any breach of this representation and warranty including all attorneys' fees and costs incurred as a result thereof.

27. **Compliance with Laws and Restrictions.** The Purchasers shall faithfully observe, perform and comply with all laws, ordinances, rules and regulations of every governmental authority affecting the Property; all easements, reservations, restrictions, covenants and conditions of record affecting or pertaining to the Property; and cooperative declarations, articles, by-laws, rules, regulations and other documents which have been or are hereafter adopted with respect to the Property. The Purchasers shall not use or permit any person to use the Property for or in connection with any unlawful purpose or in any manner which cause a nuisance.

28. **Due on Sale.** If Purchasers, without written consent of Seller, (a) convey, (b) sell, (c) lease, (d) assign, (e) contract to convey, sell, lease or assign, (f) grant an option to buy the Property, (g) permit a forfeiture or foreclosure or trustee or sheriff's sale of any of the Purchasers' interest in the Property or this Contract, Seller may at any time thereafter at Seller's sole discretion either raise the interest rate on the balance of the purchase price by an amount not exceeding three percent (3%) per annum or declare the entire balance of the purchase price due and payable. Subject to the terms and restrictions of any prior encumbrance, a lease of less than three (3) years (including options for renewals), a transfer to a spouse or child of Purchasers, a transfer incident to a marriage dissolution or condemnation, and a transfer by inheritance will not enable Seller to take any action pursuant to this Paragraph; provided the transferee other than a condemnor agrees in writing that the

provisions of this Paragraph apply to any subsequent transaction involving the Property entered into by the transferee.

29. **Notices.** Any notices required or permitted by law or under this Contract shall be in writing and shall be sent by first class certified or registered mail, return receipt requested, with postage prepaid, to the parties' addresses set forth in Paragraphs 34 and 35 of this Contract. Either party may change such address for notice and, if payments are not made to an escrow or collection account, the Seller may change the address for payments, by designating the same to the other party hereto in the manner hereinabove set forth and by causing a copy of such change to be properly recorded. All notices which are so addressed and paid for shall be deemed effective two (2) business days following the deposit thereof in the U.S. mail, irrespective of actual receipt of such notice by the addressee.

30. **Successors.** Subject to the restrictions contained in this Contract, the rights and obligations of the Seller and the Purchasers shall inure to the benefit of and be binding upon their respective estates, heirs, executors, administrators, successors, successors in trust and assigns; provided, however, no person to whom this 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. Any assignee of any interest in this contract, or any holder of any interest in the Property, 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 contract need be given.

31. **Entire Agreement.** This Contract contains the entire agreement of the parties hereto and, except for any agreements or warranties otherwise stated in writing to survive the execution and delivery of this Contract, supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. Neither the Seller nor the Purchasers shall be liable to the other for any representations made by any person concerning the Property or regarding the terms of this Contract, except to the extent that the same are expressed in this instrument. This Contract may be amended only by written instrument executed by the Seller and the Purchasers subsequent to the date hereof.

32. **Applicable Law and Venue.** This Contract shall be governed by and construed in accordance with the laws of the State of Washington and in the event of any litigation arising out of this contract, the parties hereto stipulate and agree that the venue of any such action shall be laid in Skamania County, Washington.

33. **Disclosure of Representation.** It is understood that this contract has been prepared by the law firm of Landerholm, P.S. for the benefit of the Seller hereunder; and that the

Purchasers have been informed of that fact, and have been afforded an opportunity to receive counsel with respect to this contract from Purchasers' own attorneys.

34. **Seller's Address.** Kenneth and Juanita Esch
PO Box 1034
Battle Ground, WA 98604

35. **Purchasers' Address.** Daniel C. and Cecilia Esch
PO Box 1002
Carson, WA 98648

IN WITNESS WHEREOF, the parties hereto have signed this instrument as of the dates below.

11-1-2017
Date
Kenneth E. Esch
Kenneth E. Esch as Personal
Representative of the Estate of Eugene
Edgar Esch, Seller

11-2-17
Date
Daniel C. Esch
Daniel C. Esch, Purchaser

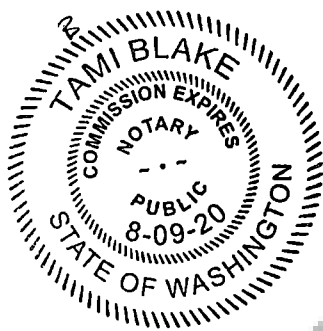
11/2/17
Date
Cecilia Esch
Cecilia Esch, Purchaser

*** NOTARY BLOCKS ON FOLLOWING PAGES ***

STATE OF WASHINGTON)
) ss.
 County of Skamania)

I certify that I know or have satisfactory evidence that KENNETH ESCH is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Personal Representative of the Estate of Eugene Edgar Esch, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: November 1, 2017.

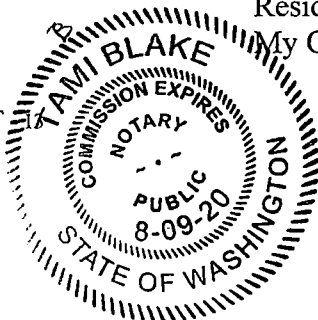


Tami Blake
 NOTARY PUBLIC for the State of Washington,
 Residing in the County of Skamania
 My Commission Expires: 08-09-2020

STATE OF WASHINGTON)
) ss.
 County of Skamania)

I certify that I know or have satisfactory evidence that DANIEL C. ESCH is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: November 2, 2017.



Tami Blake
 NOTARY PUBLIC for the State of Washington,
 Residing in the County of Skamania
 My Commission Expires: 08-09-2020

REAL ESTATE CONTRACT
 ESCK01-000001 - 3000263_1.doc

 **LANDERHOLM**
 805 Broadway Street, Suite 1000
 PO Box 1086
 Vancouver, WA 98666
 T: 360-696-3312 • F: 360-696-2122

EXHIBIT "A"

The West half of the Northwest Quarter of the Southeast Quarter of the Southeast Quarter of Section 19, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington.

EXCEPT that portion thereof described as follows:

Beginning at the Southwest corner of the North half of the Southeast Quarter of the Southeast Quarter of Section 19;

Thence North 438 feet;

Thence Southeasterly 511 feet, more or less, to a point on the South line of the North half of the Southeast Quarter of the Southeast Quarter of said Section 19, East 264 feet from the point of beginning;

Thence West 264 feet, to point of beginning of the tract hereby excepted.

Skamania County Assessor

Date 11-6-17 Parcel# 03-08-19-4-4-0400-00
Im