

TO BE PAID
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THIS REAL ESTATE CONTRACT was entered into on the 14th day of December, 1968, by and between ROBERT W. SCAMPER and FLORENCE J. SCAMPER, husband and wife, hereinafter referred to as Seller, and EDWARD ROBERT BARR and PATRICIA G. BARR, husband and wife, hereinafter referred to as Purchaser.

WITNESSETH

That inasmuch as the Seller, the Purchaser and the State of Washington agree to purchase from Seller the following described real property in Kittitas County, State of Washington, to-wit:

That portion of the West 1/2 of the Monaseth 1/4, to-wit: Lots 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

And the State of Washington, as to all lands within the boundaries of the above described property.

TO HAVE AND TO HOLD unto the said Purchaser, their heirs and assigns forever, together with the right of reversion, redemption, and right of first refusal.

TO HAVE AND TO HOLD unto the said Seller, their heirs and assigns forever, together with the right of reversion, redemption, and right of first refusal.

WITNESSETH TO an easement over and across a 16 foot roadway commencing at the Monaseth Road, running westerly to the North boundary line of that portion of the East 1/2 of the West 1/2 of the Northwest 1/4 of the Section 17 of the Township 17N of the Range 17E of the Meridian 17W lying south of Monaseth Creek as recorded under Kittitas County Auditor's File No. 13,734, recorded September 15, 1968, records of said County; and

WITNESSETH TO an easement 36 feet in width for ingress and egress commencing at the Monaseth Road, running westerly, to the North boundary line of that portion of the East 1/2 of the West 1/2 of the Northwest 1/4 of the Section 17 of the Township 17N of the Range 17E of the Meridian 17W lying south of Monaseth Creek; the centerline or align to the center of that roadway and 15 foot easement recorded under Kittitas County Auditor's File No. 13,734, recorded September 15, 1968, records of said County; and

WITNESSETH TO the plan of Kittitas County, Superior Court Case No. 17-2-01168-5, State of Washington, Department of Ecology, Plaintiff, vs. Monaseth et al, defendant, in case no. 17-2-01168-5 by this court entered on October 17, 1968, under File No. 17-2-01168-5, showing number 17-2-01168-5, being an order of the Department of Ecology, Plaintiff, against the defendant, Monaseth et al, in the Superior Court of the State of Washington, County of Kittitas, in accordance with the provisions of Chapter 90A, RCW and other laws of the State of Washington; and

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present of the purchase and if the following property shall the contract
hereby be paid in full.

If the title or possession of the above described property, including the
rights and interests therein, shall be found to be in any way
conditioned in the same way as stated in paragraph 1 of this contract,
hereby, that the purchase price shall be paid in full and that
the title shall remain in the hands of the seller until the same is
fully paid.

Buyer shall be responsible for paying the purchase price and for
obtaining title insurance and for paying the interest on the same. The
seller shall be under no obligation to purchase title insurance and shall
not be responsible for paying the purchase price and for obtaining title
insurance. The purchase price shall be paid in full and the title shall
remain in the hands of the seller until the same is fully paid. The
seller shall be under no obligation to pay the purchase price and for
obtaining title insurance.

The purchase price shall be paid in full and the title shall remain
in the hands of the seller until the same is fully paid. The seller
shall be under no obligation to pay the purchase price and for
obtaining title insurance. The purchase price shall be paid in full
and the title shall remain in the hands of the seller until the same
is fully paid. The seller shall be under no obligation to pay the
purchase price and for obtaining title insurance.

If the purchase price is not paid in full within the time specified
in the contract, the seller shall be under no obligation to pay the
purchase price and for obtaining title insurance. The purchase price
shall be paid in full and the title shall remain in the hands of the
seller until the same is fully paid. The seller shall be under no
obligation to pay the purchase price and for obtaining title insurance.

Buyer agrees that full inspection of all property, including any
improvements and fixtures thereon, has been made by Buyer and that Buyer
has relied upon the Seller's own expert view and judgment in purchasing same in
their present condition and that neither Seller nor anyone shall be held
responsible or liable in any way for the condition, quality, or quantity of
said property, the improvement thereon or its utility for any purpose and
that Buyer and Seller or the acceptance of either be held in any manner or
degree responsible for the condition, quality, or quantity of the same or
for any damage or loss of any kind or for any other liability or expense
incurred by either party in connection with the purchase of the property.

Buyer agrees to indemnify and hold Seller harmless from and against
all claims, damages, losses, and expenses, including reasonable
attorney's fees, which may be asserted against Seller or anyone else
in connection with the purchase of the property, including any
claims, damages, losses, and expenses, including reasonable attorney's
fees, which may be asserted against Seller or anyone else in connection
with the purchase of the property.

Witness my hand and seal
this 1st day of
1954 at
Chicago, Illinois
Selling Agent

Buyer's Name
Address
City

Said personal property is being sold in "AS IS" condition, and MORE THAN EXPRESSLY PROVIDED IN THIS CONTRACT, SELLER MAKES NO REPRESENTATION, WARRANTY OR WARRANTY WITH RESPECT TO FITNESS, MERCHANTABILITY, CONDITION, QUANTITY, QUALITY OR SUITABILITY OF THE PROPERTY IN ANY RESPECT OR IN CONNECTION WITH OR FOR THE PARTICULAR PURPOSES OR USES OR INTENDED USES OF PURCHASER OR AS TO ANY OTHER REPRESENTATION OR WARRANTY OR OBLIGATION OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, IN RESPECT THEREOF.

Purchaser hereunto and agrees to have said premises to a good husbandly manner in conformity with established farming practices currently followed in the area. Purchaser agrees not to commit waste or waste on any of the premises and to pay all water charges assessed by any official authority for irrigation water used on the premises after the date shall be so due.

Purchaser may make such improvements as he deems necessary to properly irrigate, drain and farm the premises, but in the event of forfeiture or cancellation of this contract, all improvements made shall become the property of Seller. Purchaser shall not remove or damage any existing improvements, including irrigation structures, without the written consent of the Seller.

Purchaser agrees that during the term of this contract the premises will not be used, fully or in whole or in part, for any purpose other than the ordinary purposes which shall be those specified in all written records hereon and shall be used, whether in whole or in part, for agricultural purposes and shall be subject to the laws of this State and the laws of the United States and the laws of any other state or territory in which the premises are situated and to all applicable laws, regulations, ordinances, rules, orders and decrees of any governmental authority or authority having jurisdiction over the premises. Purchaser will not encumber any of the premises with any mortgage, lien or other interest and premises to be used only for agricultural purposes, and to pay all water charges assessed by any official authority for irrigation water used on the premises in accordance with the accepted prevailing local irrigation practices.

Should purchaser abandon the property which in any way, shall be so due, he shall be deemed to have abandoned the property for the purpose of protecting and preserving the property and any mitigate damages by leasing or operating the property during the period of enforcement of seller's rights under this contract without prejudicing Seller's remedies under this contract.

Any extension or time in payments or acceptance of part thereof or failure of Seller to enforce promptly any other breach of this contract shall not be construed as a waiver on the part of Seller of the strict performance of all conditions herein, and shall not prejudice any of Seller's remedies.

The parties herewith designate Pacific National Bank, Ellensburg Banking Center, Ellensburg, Washington, as their depository holder. All payments due and payable hereunder shall be paid to said depository agent and shall be received by said agent to the account of Seller pursuant to Seller's written instructions to said depository agent.

Seller herewith warrants with good and lawful authority, statutory warranty hereunder that the said property comprising any part thereof herewith taken for public use, free of encumbrances except as to the same attached after date of closing through any person other than the Seller, and subject to the provisions

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