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REAL ESTATE CONTRACT

THIS CONTRACT FOR THE SALE OF THE LESSEE'S INTEREST IN TWO LEASES OF LAND, made and entered into this 8 day of December, 1983, by and between Jim and Neomi Gipe, husband and wife, hereinafter designated as "Seller" and Kevin John Landacre, hereinafter designated as "Purchaser,"

WITNESSETH:

The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase of the Seller, the lessee's interest in the real estate hereinafter described.

1. DESCRIPTION OF REAL ESTATE: The Lessee's interest to be assigned is situated in the County of Skamania, State of Washington, to wit:

PARCEL I

That portion of the Northeast quarter of the Northeast quarter of Section 26 Township 7, lying to the East of Forest Service Road consisting of approximately 3 acres hereinafter referred to as the property generally described as being the parcel upon which the store known as Jim's Grocery sits, together with the immediate out buildings necessary to run the store.

PARCEL II

That portion of the West half of the Northwest Quarter of the Southwest Quarter, Section 25, Township 7 North, Range 6 East of the Willamette Meridian, included within the limits of a tract of land described by metes and bounds as follows:

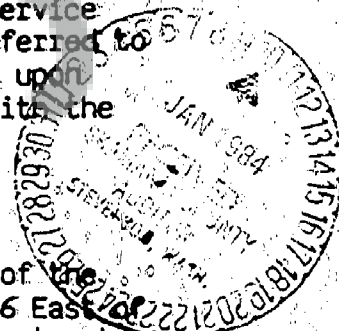
BEGINNING at the West Quarter Section corner of said Section 25, running thence, along the East-West centerline thereof, East 200 feet, thence South 39° East 140 feet, thence South 50 feet, thence South 13° West 240 feet, thence South 30° East 150 feet, thence South 40° West 230 feet, to a point on the North line of the BG-EC-1000 Road, thence along said North line West 160 feet, to the West line of said Section 25, thence along said West line, North 690 feet to the point of beginning having an area of 4.0 acres, more or less, as shown on the plat thereof on file in the Office of the Commissioner of Public Lands at Olympia, Washington.

NOTE: All of the bearings and distances used in the above description are approximate.

SUBJECT, however, to easement for right of way granted to U.S. Forest Service under Application No. F-5081.

SUBJECT, however, to terms of the Swift Creek Agreement No. 9.

NO. TRANSACTION EXCISE TAX
 JAN 9 - 1984
 Amount Paid Nil
 By Skamania County Treasurer
Kevin John Landacre



Transaction in compliance with County sub-division ordinances.
 Skamania County Assessor - By: [Signature]

K.J.L. J.V.G. M.L.

SUBJECT to a con-exclusive easement for the purpose of constructing and maintaining a well, pump, pump-house and water line upon said property which is hereby granted to Water Front Recreation, Inc., and Northwoods Cabin Sites Association for the purposes stated herein, and for no other purpose, provided that Grantees shall not interfere, destroy any structure now existing on the property nor any building constructed prior to Grantees installation of a well, pump, pump-house or water line.

Parcel #1 shall hereinafter be referred to as the "Store Premises". Parcel #2 shall hereinafter be referred to as the "Campgrounds." Exhibit "A" attached hereto, is a copy of a lease covering the Store Premises and Exhibit "B", attached hereto, is a copy of a lease covering the Campgrounds.

2. PRICE AND PAYMENT: The purchase price of the said real property is the sum of One hundred fifty thousand and no/100 Dollars (\$150,000.00), of which the sum of Thirty thousand and no/100 Dollars (\$30,000.00) has been paid, receipt of which is acknowledged, leaving a balance of One hundred twenty thousand and no/100 Dollars (\$120,000.00) to be paid in the following manner:

Purchaser agrees to pay Nine hundred and no/100 Dollars (\$900.00) on or before the first day of the months of April, May, June, July, August, September, October and November of each year, and Three hundred and no/100 Dollars (\$300.00) on or before the first day of the months of December, January, February and March. In addition, purchaser shall pay an amount which equals 10% of the gross receipts of all commercial activity occurring on the store premises. Also in addition, Purchaser shall pay \$2,000.00, or 10% of Lessee's gross receipts from the Campgrounds, whichever is greater. These latter two amounts shall be paid on the first of September of each year beginning on September 1, 1984, except that the September 1, 1984 payment shall be prorated as of the date of this agreement for the period September 1, 1983 to October 31, 1984. In the event of that volcanic activity of Mount St. Helens should cause closure of the area in which the store is located, all monthly payments shall be reduced to 1/3 their regular amount until such closure is lifted.

The unpaid declining principal balance shall bear interest at the rate of nine per cent (9%) per annum commencing as of the date of this contract. The above-mentioned payments shall be applied first upon the interest and the balance upon the principal. Purchaser shall have the unconditional right to make any additional payments upon this Contract at any time, and the interest shall immediately cease on all payments so made. It is agreed and understood this Contract shall be paid in full on or before the twelfth yearly anniversary date of this contract.

3. LEASE ASSIGNMENT AND TITLE INSURANCE: The title to the leases to the real property herein described as shown in Exhibits "A" and "B" shall remain in the Seller until the purchase price together with interest thereon has been paid in full. Upon full payment of the purchase price and interest as herein provided, the Seller shall execute

K.T.L. J.V.G. 7/1/84

Assignments of lease for the two leases, copies of which are attached hereto, and a bill of sale for all personal property, assigning the Lessee's interest in the premises heretofore described to Purchaser, free and clear of any liens and encumbrances except as set forth in this Contract; provided that Seller shall not warrant against any encumbrances or liens placed against said premises by Purchaser, or suffered or permitted by and through Purchaser.

The property herein described is subject to two leases between the seller's lessor and the State of Washington, called #58985 (Store Premises) and #60397 (Campgrounds), and the two leases, copies of which are attached hereto. When the contract balance has been paid then Purchaser shall assume those leases, copies of which are attached hereto, and Seller will convey the property herein described by good and sufficient Assignments conveying all right, title and interest of the Seller in and to the property, and a bill of sale for the property described on the two attached inventory sheets. Said Assignments to be subject only to liens or encumbrances, if any, suffered or permitted by and through the Purchaser, and said two leases, if assumed.

Seller agrees that within fifteen (15) days from date hereof, he will provide the purchaser with a property title insurance policy showing marketable title of record in the Purchaser, subject only to the contract right of the Seller and the interests of the Lessors in the aforementioned leases, said policy being what is known as a "Purchaser's Policy."

4. TAXES: The Purchaser assumes and agrees to pay before delinquency all taxes and assessments that may herein become a lien upon said premises and property. The taxes for this year have been adjusted between the parties. Provided, however, that any tax arising in connection with this sale shall be the responsibility of the Seller.

5. FIRE INSURANCE AND ASSUMPTION OF RISK: Purchaser shall keep all buildings and improvements upon the premises herein conveyed insured to their full insurable value against loss by fire or casualty, with a good and reliable insurance company suitable to the Seller, with loss, if any, payable to the Seller as his interest may appear. Purchaser shall procure liability insurance which complies with the Water Front Recreation, Inc. Master Lease. A copy of said policies shall be delivered to the Seller upon request.

The Purchaser assumes all risk of damage to any improvements upon the premises, or of the taking of any part of the property for public use; and no such damage or taking shall constitute a failure of consideration, but in case of such damage or taking, all moneys received by the Seller by reason thereof shall be applied as a payment on the purchase price of the property, less any sums of money which the Seller may be required to expend in procuring such money, or at the election of the Purchaser, to rebuilding or restoration of such improvements.

6. WASTE: Purchaser agrees to take good and proper care of the premises, and not to permit, suffer or allow strip or waste of the same.

K.J.C. J.V.G. M.C.G.

7. INSPECTION: It is understood that the Purchaser has made a full inspection of the real estate and that no promise, agreement or representation respecting the condition of any building or improvement thereon, or relating to the alteration or repair thereof, or the placing of additional improvements thereon, shall be binding unless the promise, agreement, or representation be in writing and made a part of this Contract.

8. PREDECESSOR LEASE PAYMENTS: The Seller shall faithfully pay all sums due under those leases, copies of which are shown in Exhibits "A" and "B", until this contract has been fully paid by the Purchaser, at which time, the Seller's obligation to the Purchaser to make such payments shall cease, and thereafter, the Purchaser agrees to make all such payments due under such leases. The Purchaser shall be required to comply with all other terms and conditions set forth in such Leases, and the Purchaser acknowledges that the terms of the Store Premises lease, provide that all costs, of any type whatsoever associated with Purchaser's operation of the property, shall be paid by Purchaser.

9. DESCRIPTION OF PROPERTY SOLD: In addition to Seller's leaseholds, to be assigned upon the payment of the purchase price, the Seller hereby contracts to sell the buildings, machinery, equipment, fixtures, furnishings, a store building, several outbuildings and rental cabins, inventory, leasehold improvement, lease benefits and the name and goodwill of the business known as "Jim's Grocery" aka "Jim's Store", located on the Store Premises, and the same located on the Campgrounds. Personal Property included in the sale are those items as described in the attached inventory lists.

10. AS IS: All goods are accepted by the purchaser "AS IS", and are sold without warranty or guarantee except as to title.

11. HOLD HARMLESS: The Purchaser shall hold the Seller harmless and defend and indemnify the seller against any claim arising through the operation of the premises by the Purchaser after the date of this agreement. The Seller shall hold the Purchaser harmless and defend and indemnify the Purchaser against any claim arising through the operation of the premises by the Sale before the date of this agreement.

12. NONCOMPETITION: James Gipe and Neomi Gipe agree not to reestablish or reopen any business, trade or occupation similar to the businesses hereby sold, or engaged in upon the premises which are the subject matter hereof, or in any manner to become interested, directly or indirectly, either as an employee, owner, partner, agent, stockholder, director, officer, or otherwise, in any such businesses, trades or occupations, within a five mile radius of the Store Premises for a term of five years, and that in the event Seller breaches this covenant, they will pay Purchaser, as liquidated damages, the amount due each month and year under this contract for each month or year or part of each month or year that such breach continues.

13. TRUE ESCROW: Seller agrees within 20 days of demand by Purchaser, to deposit in a true escrow established by Purchaser, the Lease Assignments and Bills of Sale due from the Seller to Purchaser upon

K.J.L. J.V.G. Nash

completion of this contract, so that the same may be held for the benefit of the Purchaser and for ultimate delivery to the Purchaser upon completion of this contract. Purchaser's attorney shall prepare all documents for the Sellers' signature. Seller agrees to sign any escrow instructions required by escrow holder. The cost for the escrow shall be born by the Purchaser.

14. ATTORNEY: This contract has been prepared by the Purchaser's attorney, JAMES L. SELLERS. The Seller has sought independant counsel regarding this agreement.

15. STATUS AS SUBLESSEE: Pending fulfillment of this contract, the Purchaser's status shall be that of a subleasee of the Seller, and this agreement shall constitute the sublease.

16. POSSESSION: The Purchaser shall have the right to the possession of said property on signature of this contract; provided however, that the Purchaser shall, upon default hereunder, and upon demand of the Seller, surrender to the Seller, peaceable possession of said premises.

17. DEFAULT CONDITIONS: Time and exact performance are of the essence of this Contract and in the event of the failure of the Purchaser to make any payment or to keep any covenant herein provided for, this Contract may be forfeited and terminated at the option of the Seller, and Seller may re-enter and repossess the premises, retaining all of the purchase price paid and all improvements placed upon the premises as compensation for the breach of this Contract.

A default is defined as a violation of this lease, or one of the predecessor leases, or to be 60 days in arrears of any payment.

In the event of default, Seller shall give a thirty (30)-day notice of its intent to declare a forfeiture in writing to Purchaser. Within this thirty-day period, the Purchaser shall have the right to remove the grounds for forfeiture. Purchaser shall be reinstated only upon Purchaser paying to the Seller all reasonable and necessary expenses that Seller has incurred in the service of such notice, including a reasonable attorney's fee. No waiver by the Seller of any default on the part of the Purchaser shall be construed as a waiver of any subsequent default. Further, the 30-day notice as to being in arrears in rent may be given at anytime after the rent is in arrears, except that the notice period shall not expire until after the Purchaser is 60 days in arrears.

18. NOTICE CONDITIONS: It is agreed that service of all demands or notices with respect to this Contract are to made by certified mail with return receipt requested, directed to the Seller or the Purchaser at their last known address. The time specified in any notice shall commence to run from the date of the postmark. Failure to pick up certified mail shall not be deemed lack of notice.

19. RIGHTS UPON ADVANCEMENT: If Purchaser fails to make any payments to others as herein provided, Seller may make such payments and any amounts so paid by the Seller together with interest at the rate of

twelve per cent (12 %) per annum thereon from date of payment until repaid, shall be repayable by Purchaser on Seller's demand, all without prejudice to any other rights the Seller might have by reason of such default; and further, Seller may, if he so elects, add any amounts paid by Seller on Purchaser's behalf to the contract balance, such sum or sums to bear interest at twelve per cent (12 %) per annum until paid.

20. SELLER'S DEFAULT: If Seller's title to said real estate is subject to an existing contract or contracts under which Seller is leasing said real estate, or any mortgage or other obligation which Seller is to pay, Seller agrees to make such payments in accordance with the terms thereof, and upon default, the Purchaser shall have the right to make any payments necessary to remove the default, and any payments so made shall be paid by the Seller to the Purchaser, or at the Purchaser's option, applied to the payments next falling due the Seller under this Contract.

21. LEGAL ACTION: In the event suit or action is brought to terminate this Contract or to enforce any of the provisions hereof, the prevailing party shall be entitled to recover all costs, including title research costs, and expenses incurred in connection with said action in addition to such sum for attorney's fees as to the Court may seem just and equitable.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 8th day of Dec, 1983.

Reena A. Gupta
SELLER

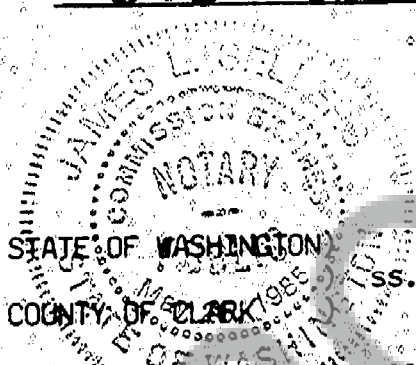
John V. Byles
SELLER

Kevin J. Landers
PURCHASER

STATE OF WASHINGTON)
) ss.
 COUNTY OF CLARK)

On this day personally appeared before me Kevin J. Landacre, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 5 day of December, 1983.

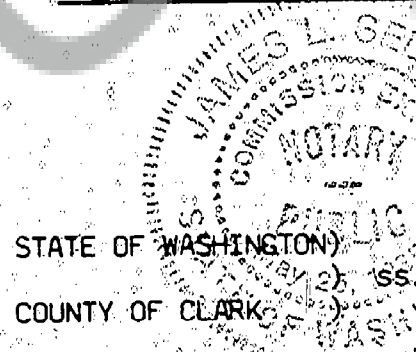


James L. Bell
 NOTARY PUBLIC, in and for the State of Washington, residing at Vancouver

STATE OF WASHINGTON)
) ss.
 COUNTY OF CLARK)

On this day personally appeared before me Jim Gipe, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 5 day of December, 1983.



James L. Bell
 NOTARY PUBLIC, in and for the State of Washington, residing at Vancouver

STATE OF WASHINGTON)
) ss.
 COUNTY OF CLARK)

On this day personally appeared before me Neomi Gipe, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 8th day of Dec, 1983.



Linda McAnally
 NOTARY PUBLIC, in and for the State of Washington, residing at Vancouver

KJL Gipe, Neomi