

94538

BOOK 8/ PAGE 412

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 10th day of August, 1982.

between JACK A. SUNSERI, a single man, DBA S.A.F.E. Investment and Development Co.

hereinafter called the "seller," and ANDY C. COBURN and A. KRIS COBURN, husband and wife

hereinafter called the "purchaser."

WITNESSETH: That the seller agrees to sell to the purchaser and the purchaser agrees to purchase from the seller the following described real estate, with the appurtenances, in SKAMANIA County, State of Washington:

A tract of land located in the Northwest Quarter of the Northeast Quarter of Section 30, Township 2 North, Range 5 East of the Willamette Meridian described as follows:

Lot One (1) of S.A.F.E. Shortplat No. 3 recorded June 10, 1981 in Book 2 of Short plats at page 217 under Auditor's File No. 92582, records of Skamania County, Washington.

SUBJECT TO: That contract dated March 5, 1981, recorded March 11, 1981 under Auditor's File No. 92151 in Book 79, at page 465, Skamania County, Washington.

ALSO subject to: That contract dated September 1, 1978, recorded September 28, 1978, under Auditor's File No. 87301, Book 75, at page 428, Skamania County, Washington.

See Exhibit "B". Road Maintenance Agreement.

The terms and conditions of this contract are as follows: The purchase price is FIFTEEN THOUSAND AND NO/100----- (\$ 15,000.00 Dollars, of which NO CASH DOWNPAYMENT ----- (\$ -0- Dollars have been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price shall be paid as follows: Interest only of, ONE HUNDRED FIFTY AND NO/100----- (\$ 150.00 Dollars, or more at purchaser's option, on or before the 25th day of AUGUST, 1982, and ONE HUNDRED FIFTY AND NO/100----- (\$ 150.00 Dollars, or more at purchaser's option, on or before the 25th day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of twelve per cent per annum from the 10th day of August, 1982, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal. All payments to be made hereunder shall be made at, to be assigned by sellers, or at such other place as the seller may direct in writing. This contract is due and payable in full, together with accrued interest, no later than five (5) years from date hereof. Purchaser is to pay all taxes when due and is to carry liability insurance at the purchaser's option, in any event the seller is not to be held liable for damages of any sort if someone is hurt on the property after closing. Seller to be responsible for any existing loans on the property. The seller is to be cashed out concurrently with the closing of the purchaser's home located at 19514 NE 11st, Camas, Washington. It is understood this property to be perked as of present. Purchaser is not liable for any timber tax. The purchasers have read and understand the road maintenance agreement and agree to sign same agreement. Purchasers agree that any mobile home set-up is to be ground level or skirted and with the landscaping to be in within sixty (60) days from delivery. Seller has staked outside boundaries of SAFE SHORT PLAT. Purchasers As referred to in this contract, "date of closing" shall be date of recording see reverse for additional terms....

(1) The purchaser assumes and agrees to pay before delinquency all taxes and assessments that may as between grantor and grantee hereafter become a lien on said real estate; and if by the terms of this contract the purchaser has assumed payment of any mortgage, contract or other encumbrance, or has assumed payment of or agreed to purchase subject to any taxes or assessments now a lien on said real estate, the purchaser agrees to pay the same before delinquency.

(2) The purchaser agrees, until the purchase price is fully paid, to keep the buildings now and hereafter placed on said real estate insured to the actual cash value thereof against loss or damage by both fire and windstorm in a company acceptable to the seller and for the seller's benefit, as his interest may appear, and to pay all premiums therefor and to deliver all policies and renewals thereof to the seller.

(3) The purchaser agrees that full inspection of said real estate has been made and that neither the seller nor his assigns shall be held to any covenant respecting the condition of any improvements thereon nor shall the purchaser or seller or the assigns of either be held to any covenant or agreement for alterations, improvements or repairs unless the covenant or agreement relied on is contained herein or is in writing and attached to or a part of this contract.

(4) The purchaser assumes and agrees to pay the cost of destruction of any improvements now on said real estate or hereafter placed thereon, and of the taking of said real estate or any part thereof for public use, and agrees that no such damages, destruction or taking shall constitute a taking of compensation. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the seller and applied as payment on the purchase price herein unless the seller elects to allow the purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improvements damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless purchaser elects that said proceeds shall be paid to the seller for application on the purchase price herein.

(5) The seller has delivered, or agrees to deliver within 15 days of the date of closing, a purchaser's policy of title insurance in standard form, or a commitment therefor, issued by First American Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage by reason of defect in seller's title to said real estate as of the date of closing and containing no exceptions other than the following:

- Printed general exceptions appearing in said policy form;
- Liens or encumbrances which by the terms of this contract the purchaser is to assume, or as to which the conveyance hereunder is to be made subject; and
- Any existing contract or contracts under which seller is purchasing said real estate, and any mortgage or other obligation, which seller by this contract agrees to pay, none of which for the purpose of this paragraph (5) shall be deemed defects in seller's title.

Terms continued...

are to bear their own cost for any survey need to pinpoint exact corners by a licensed surveyor. The purchasers agree to a late charge of \$10.00 for any payment received by the seller after the 5th day of the month following the due date of the payment. Purchasers agree to keep their house listed at all times until seller is cashed out of this contract. The seller's closing costs of \$353.04 paid by the purchasers at the time of closing of this contract, shall be deducted from the outstanding balance of this contract when cashed out.

(6) If seller's title to said real estate is subject to an existing contract or contracts under which seller is purchasing 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 applied to the payments next falling due the seller under this contract.

(7) The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a statutory warranty of fulfillment deed to said real estate, excepting any part thereof hereafter taken for public use, free of encumbrances except any that may attach after date of closing through any person other than the seller, and subject to the following: 1) Reservations in that certain document recorded under Auditor's File No. 75126, in Book 64 of Deeds, page 372, records of Skamania County, Wa. for easement purposes. 2) Easement granted in instrument recorded August 23, 1972, in Book 64 of Deeds, page 372, under Auditor's File No. 75126. 3) Terms and conditions of the road agreement executed along with this real estate contract, a copy of which is attached hereto as Exhibit "B".

94538

BOOK 81 PAGE 413

(8) Unless a different date is provided for herein, the purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as purchaser is not in default hereunder. The purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The purchaser covenants to pay all service installation or construction charges for water, sewer, electricity, garbage or other utility services furnished to said real estate after the date purchaser is entitled to possession.

(9) In case the purchaser fails to make any payment herein provided or to maintain insurance as herein required, 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 10% per annum thereon from date of payment until repaid, shall be repayable by purchaser on seller's demand, all without prejudice to any other right the seller might have by reason of such default.

(10) Time is of the essence of this contract, and it is agreed that in case the purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, the seller may elect to declare all the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the real estate shall be forfeited to the seller as liquidated damages, and the seller shall have right to re-enter and take possession of the real estate, and no waiver by the seller of any default on the part of the purchaser shall be construed as a waiver of any subsequent default.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

(11) Upon seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment required hereunder, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit.

If the seller shall bring suit to procure an adjudication of the termination of the purchaser's rights hereunder, and judgment is so entered, the purchaser agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first written above.

Agreed and signed
Jack A. Sunseri (SEAL)
Andy C. Coburn (SEAL)
A. Kris Coburn (SEAL)

CALIFORNIA
STATE OF WASHINGTON

County of

On this day personally appeared before me

Jack A. Sunseri

to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

day of

May, 1982.

TRANSACTION EXCISE TAX

AUG 10 1982

Amount Paid

Skamania County Treasurer

By

First American
INSURANCE



Notary Public in and for the State of Washington,

residing at

THIS SPACE RESERVED FOR RECORDER'S USE

INSTRUMENT

St. Co. title Co.

Stevenson, Wa.

AT 4:05 P. 8/10 82

WA 81

OF Deeds 412

RECORDED

Sary M. Olson

DEPUTY

Name... Andy C. & A. Kris Coburn

Address... 19514 NE 11th Street

City and State... Camas, Wa. 98607

ROAD MAINTENANCE AGREEMENT

This agreement is made and entered into by and between the undersigned, and

WHEREAS a road has been constructed on the following described easement:

A 60 foot easement for ingress, egress and utilities over and across the following described property. The center line of which is described as follows:

That portion of the Northeast quarter of the Northeast quarter of Section 30, Township 2 North Range 5 East, Willamette Meridian, in Skamania County, Washington, described as follows:

BEGINNING at the Southwest corner of the Northwest quarter of the Northeast quarter of said Section; thence along the West line thereof North 00° 17' 03" East 168.84 feet to the Southwest corner of the land being purchased by RONALD CUNNING, et ux, under Contract recorded under Auditor's File No. 75269, records of said County; thence along the South line thereof South 89° 42' 54" East 679 feet to the Southwest corner of said CUNNING tract; and the true point of beginning of said center line description; thence North 00° 17' 06" East 120.22 feet or less, to a point on the Northern right of way line of the BONNEVILLE POWER ADMINISTRATION, et al; terminus of said center line description;

WHEREAS the parties hereto desire to enter into a covenant for the maintenance and repair of the road by the owners of the following described property:

That portion of the Northeast quarter of the Northeast quarter of Section 30, Township 2 North, Range 5 East of the Willamette Meridian in Skamania County, Washington, described as follows:

BEGINNING at the Southwest corner of the Northwest quarter of the Northeast quarter of said Section; thence along the West line thereof North 00° 17' 03" East 168.84 feet to the Southwest corner of the land being purchased by RONALD CUNNING, et ux, under contract recorded under Auditor's File No. 75269 records of said County; thence along the South line thereof South 89° 42' 54" East 679 feet to the Southwest corner of said CUNNING tract; thence along the East line thereof North 00° 17' 06" East 164.06 feet to the true point of beginning; thence South 89° 04' 38" East 680.23 feet to the East line of the Northeast quarter of the Northeast quarter of said Section; thence North along said West line 656 feet, more or less, to the South right of way line of the BONNEVILLE POWER ADMINISTRATION; thence along said South line North 89° 04' 38" West 685.43 feet, more or less, to a point on the East line of said CUNNING tract that is North 00° 17' 06" East from the true point of beginning; thence South 00° 17' 06" West 656.16 feet to the true point of beginning.

STATE OF California

COUNTY OF Placer

ON *** May 24th ***

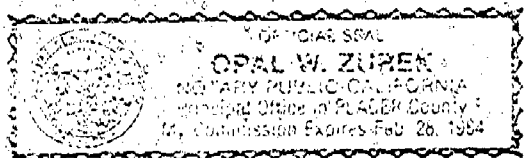
19 82

before me, the undersigned, a Notary Public in and for said State, personally appeared

Jack A. Sunseri

known to me, to be the person, whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.



Also known as Lots 1, 2, 3, and 4, of S.A.F.E. short plat No. 2 recorded in Book 2 of short plats at page 218 under Auditor's File No. 92583, records of Skamania County, Washington;

Now therefore, in consideration of the mutual benefit of each of the parties hereto, it is agreed that the cost of maintaining and repairing said road shall be shared equally between the ultimate purchasers of said land from Jack Support DBA S.A.F.E. Investment and Development Company.

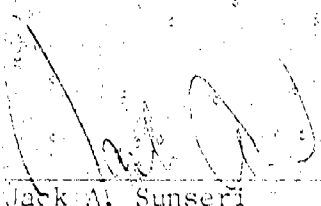
Moreover, it is expressly understood and agreed by and between the parties hereto that if any misuse of said easement for the purposes set forth herein shall occur, any costs incurred for the repair of such damages shall be born by the party guilty of such misuse.

It is further understood and agreed by and between the parties hereto that the cost of any future repairs, maintenance or improvement of said easement shall be the responsibility of the purchasers herein, their heirs and assigns, as provided herein, EXCEPT that, contrary to the other provisions of this agreement, Jack Support DBA S.A.F.E. Investment and Development Company shall not be obligated to pay nor be liable for such costs, but will, upon subsequent sale of individual lots covered by this agreement, subject each of them to a maintenance agreement in substantially the same form as this.

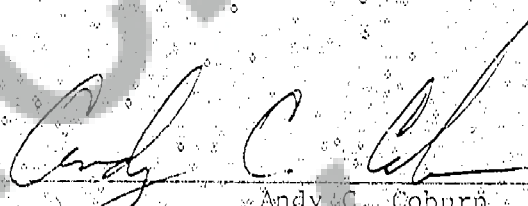
None of the parties having a right to use of the road shall have a right to reimbursement for expenses incurred for maintenance and/or repairs in excess of \$100.00 without having obtained the written approval for such expenses from the other adult owners of the land described herein except that should 50% or more of the owners of the land described herein agree that there is a need for maintenance or repair of the road, each property owner shall be assessed an equal portion of the cost for such repair and should any owner of the property herein described refuse or neglect to pay their equal portion within a thirty day period after completion of said maintenance or repair, then those parties first paying will have the right to place a lien on the real property of the nonpaying owners of the aforementioned property along with the cost of placing or recording said lien.

In the event the parties are unable to agree as to any matter covered by this agreement, including specifically but not limited to the necessity for repair work or maintenance work, the dispute shall be settled by a single arbitrator who shall direct any settlement he deems equitable under the circumstances. The arbitrator shall be appointed by the presiding judge of the Skamania County Superior Court upon request of any party having a right to use the road. The decision of the arbitrator shall be final and binding and not subject to appeal. The decision may be enforced by any party having an ownership interest in the land described herein in any court of competent jurisdiction in Skamania County Washington, and the losing party shall pay all costs in connection therewith, including reasonable attorney fees in an amount to be set by the Court.

The covenants contained herein shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the land described herein and shall inure to the benefit of each owner thereof. The covenants contained herein shall be binding and effective until road maintenance or repair are no longer needed.



Jack A. Sunseri



Andy C. Coburn



A. Kris Coburn