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FILED FOR RECORD
SKAMANIA CO. WASH.
BY *Laural Barber*

AUG 5 4 42 PM '98

AUDITOR
GARY H. OLSON

Laural Barber
312 Loop
Stevenson, WA 98648

REAL ESTATE EXCISE TAX

19683

AUG - 6 1998

PAID $396.10 + 33.14 + 11.88$

SW

SKAMANIA COUNTY TREASURER

Abbreviated Legal: Section 1, T2N, R7EW. Complete Legal Description on Page 5.
Tax lot no.: 02-07-01-1-0-2400-80

Agreement for Purchase of Business

THIS AGREEMENT entered into this 2nd day of JUNE, 1998
between THOMAS KEVIN GREEN, a single person, of 212 Cottonwood Street,
Stevenson, Washington, hereafter called SELLER and STANLEY L. BARBER and
LAURAL L. BARBER, husband and wife, of 312 Loop Road, Stevenson, Washington,
hereafter called PURCHASER.

WITNESSETH:

WHEREAS, SELLER is owner of a structure presently located at 371 SW
State Road 14, Stevenson, Skamania County, Washington; and the assets of the
business conducted therein, known as "Kev-N-Leigh Coffee"; and

WHEREAS, SELLER desires to sell said structure and assets of the
business; and

WHEREAS, PURCHASER desires to buy from SELLER the above described
structure and assets of the business;

NOW THEREFORE, in consideration of the mutual promises hereinafter set
forth, the parties agree as follows:

Gary H. Martin, Skamania County Assessor

Date 8/5/98

Parcel # 2-7-1-1-2400-80

1. SELLER hereby agrees to sell, bargain and convey to PURCHASER, his
undivided interest in the above described structure and assets of the
business; including all equipment found within as set forth in

ATTACHMENT "A", INVENTORY appended hereto; all goodwill generated by the business; and all rights to future profits: for the sum of SIXTY SEVEN THOUSAND and 00/100 Dollars (\$67,000.00) in monthly installments as follows:

TWENTY TWO THOUSAND and 00/100 Dollars (\$22,000.00) shall be paid down on the execution of this AGREEMENT, and the balance of FORTY FIVE THOUSAND and 00/100 Dollars (\$45,000.00) shall be paid at the rate of ONE THOUSAND TWO HUNDRED FIFTY and 00/100 Dollars (\$1,250.00) per month, or more at PURCHASER'S option, for a period of 36 months, with the first payment due on April 1, 1998 and the last payment being due on March 1, 2001. Interest shall be at the rate of ZERO per cent (0%) per annum.

2. PURCHASER shall receive all rights, title and interest in SELLER's structure and assets of the business sold, and SELLER represents and warrants to PURCHASER that he has good and valid title to said structure and assets of the business and has not sold, assigned, or granted to any party a security interest in said structure and assets of the business. SELLER agrees to indemnify and hold harmless PURCHASER for any costs, expenses or damages incurred by reliance on any warranties or representations contained herein.
3. PURCHASER represents that they have inspected the structure, equipment and all business records; know their condition and contents; accept them in their "as is" condition; and that SELLER makes no representations, guarantees, or warranties as to the condition of said structure and business.
4. PURCHASER shall at all times during the life of this AGREEMENT, keep the structure in good repair and keep it insured against hazards of fire, wind, flood and other damage commonly available in a business-owners policy of insurance and shall name SELLER as loss payee to the extent of his interest in the structure.
5. PURCHASER shall receive all benefits of the water and sewer lines servicing the premises that were installed by the City of Stevenson at SELLER's expense.
6.
 - a. SELLER shall pay 50% of the Skamania County personal property tax assessment for the current year, and PURCHASER shall pay the remainder.
 - b. All tax obligations owed prior to April 1, 1998 shall be paid by SELLER.
 - c. SELLER shall pay one half the Health Department operating permit for the year 1998 and PURCHASER shall pay the remainder.
 - d. All other licenses and permits for the calendar year or fiscal year 1998 shall be paid by PURCHASER.

7. SELLER assigns to PURCHASER all interest in the lease of any leased equipment.

PURCHASER shall pay the lease payments of said equipment beginning with the payment due April 15, 1998. The obligations owed under the lease shall be considered independent of the payments owed to SELLER.

8. SELLER shall provide training to PURCHASER in the proper operation and maintenance of the equipment listed in ATTACHMENT "A". Upon completion of this training, SELLER, at his discretion, may assist PURCHASER with maintenance of said equipment, if requested to do so by PURCHASER.
9. SELLER grants to PURCHASER the limited license to use the name "Kev-N-Leigh Coffee" exclusively at the present location of 371 SW State Highway 14, Stevenson, Washington. In accepting this limited license, PURCHASER agrees to not use the name "Kev-N-Leigh Coffee" at any other location.
10. For the duration of PURCHASER'S payments hereunder, SELLER shall not conduct, operate, or involve himself in the coffee or espresso service industry within Skamania or Klickitat Counties, Washington, nor in Hood River County, Oregon.
11. PURCHASER shall be responsible to pay any taxes of whatsoever nature connected with the sale of the herein described structure and business.
12. In the event PURCHASER fails to pay taxes or insurance due on the structure when they come due, SELLER shall have the right to pay the taxes and place insurance on the structure and add such amount to the AGREEMENT to accrue interest at the rate of 12% per annum until paid, or SELLER may also elect to bring a default action against the PURCHASER.
13. In the event of default by PURCHASER of any of the covenants and obligations hereunder, SELLER may elect to declare a default and to accelerate payment hereunder and declare all sums remaining on the principal balance immediately due and payable, in addition to all other remedies available to SELLER at law under the Uniform Commercial Code, and otherwise.
14. SELLER will not foreclose or take legal action to do so until PURCHASER is 60 days or more in arrears in payments. This forbearance applies only to nonpayment of the monthly payments and not to the breach of any of the other covenants herein.
15. All notices required to be given shall be given in writing to the addresses of the parties specified in the first paragraph of this AGREEMENT unless a different address shall be specified in writing by the parties.
16. In the event this matter is placed in the hands of an attorney for collection of any sums due hereunder, PURCHASER shall pay the reasonable

attorneys fees incurred therefor. In the event of a legal contest, either in court or by arbitration, the prevailing party shall have their attorneys fees and costs against the non prevailing party.

17. This document contains the whole agreement of the parties and no representations made by either party which are not included herein whether pre-agreement or post-agreement shall be of any force and effect unless set forth in writing and signed by the party to be charged. This agreement shall be of binding force and effect upon the heirs and assigns of the parties.

SELLER:

Thomas Kevin Green
THOMAS KEVIN GREEN

PURCHASERS:

Stanley L. Barber
STANLEY L. BARBER

Laural L. Barber
LAURAL L. BARBER

STATE OF WASHINGTON)

County of Skamania)

I certify that I know or have satisfactory evidence that THOMAS KEVIN GREEN signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 2 day of JUNE, 1995.

Gay M. Olson
Notary Public for Washington
Residing at NORTH BEND, WA
My commission expires 10-31-98

STATE OF WASHINGTON)

County of Skamania)

I certify that I know or have satisfactory evidence that STANLEY L. BARBER signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 2 day of JUNE, 1995.

Gay M. Olson
Notary Public for Washington
Residing at NORTH BEND, WA
My commission expires 10-31-98

STATE OF WASHINGTON)

County of Skamania)

I certify that I know or have satisfactory evidence that LAURAL L. BARBER signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 2 day of JUNE, 1995.

Gay M. Olson
Notary Public for Washington
Residing at NORTH BEND, WA
My commission expires 10-31-98

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BOOK 77 PAGE 77

EXHIBIT "A"

BOOK 124 PAGE 123

A TRACT OF LAND IN SECTION 1, TOWNSHIP 2 NORTH, RANGE 7 EAST OF THE WILLANETTE MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH BOUNDARY LINE OF SECOND STREET IN THE TOWN OF STEVENSON WHICH IS SOUTH 600 FEET AND NORTH $89^{\circ} 14'$ WEST 413 FEET FROM THE INTERSECTION OF THE WEST LINE OF THE HENRY SHEPARD D.L.C. AND THE NORTH LINE OF SECTION 1, TOWNSHIP 2 NORTH, RANGE 7 E.W.M.; THENCE SOUTH 155 FEET; THENCE $89^{\circ} 14'$ EAST 53 FEET; THENCE SOUTH TO THE NORTHERLY RIGHT-OF-WAY LINE OF PRIMARY STATE HIGHWAY NO. 8; THENCE FOLLOWING THE NORTHERLY RIGHT-OF-WAY LINE OF SAID HIGHWAY NORTHEASTERLY TO A POINT DUE SOUTH OF A POINT SOUTH 602.2 FEET AND NORTH $89^{\circ} 06'$ WEST 260 FEET FROM THE INTERSECTION OF THE WEST LINE OF THE SAID SHEPARD D.L.C. AND THE NORTH LINE OF THE SAID SECTION 1; THENCE NORTH TO A POINT 110 FEET SOUTH OF THE SOUTH BOUNDARY LINE OF SECOND STREET; THENCE WEST 50 FEET; THENCE NORTH 10 FEET THENCE WEST 50 FEET; THENCE NORTH 100 FEET TO THE SOUTH BOUNDARY LINE OF SECOND STREET, SAID POINT BEING SOUTH 602.2 FEET AND NORTH $89^{\circ} 06'$ WEST 360 FEET FROM THE INTERSECTION OF THE WEST LINE OF THE SAID SHEPARD D.L.C. AND THE NORTH LINE OF THE SAID SECTION 1; THENCE WEST FOLLOWING THE SOUTH BOUNDARY LINE OF SECOND STREET 53 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION CONVEYED TO DANIEL L. LILLEGARD AND JUDIE A. LILLEGARD, HUSBAND AND WIFE, IN BOOK 77 OF DEEDS AT PAGE 65, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF SECOND STREET 602 FEET SOUTH AND 260 FEET NORTH $89^{\circ} 06'$ WEST OF THE INTERSECTION OF THE WEST LINE OF THE HENRY SHEPARD D.L.C. WITH THE NORTH LINE OF SAID SECTION 1; THENCE SOUTH 110 FEET TO THE TRUE POINT OF BEGINNING; THENCE WEST 18 FEET THENCE SOUTH 34 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 14 (PRIMARY STATE HIGHWAY NO. 8) THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY TO A POINT DUE SOUTH OF THE TRUE POINT OF BEGINNING; THENCE NORTH TO THE TRUE POINT OF BEGINNING.

N + M
L
LB