

Doc # 2004153582
Page 1 of 11
Date: 07/06/2004 12:28P
Filed by: SKAMANIA COUNTY TITLE
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$29.00

AFTER RECORDING MAIL TO:

Name City of North Bonneville
Address PO Box 7
City/State North Bonneville, WA 98639
SCAC 26611

Document Title(s): (or transactions contained therein)

1. REAL ESTATE CONTRACT
- 2.
- 3.
- 4.

Reference Number(s) of Documents assigned or released:

☐ Additional numbers on page _____ of document

Grantor(s): (Last name first, then first name and initials)

1. CITY OF NORTH BONNEVILLE
- 2.
- 3.
- 4.
5. ☐ Additional names on page _____ of document

Grantee(s): (Last name first, then first name and initials)

1. LIFE-KIND, LLC, A WASHINGTON LIMITED LIABILITY COMPANY
- 2.
- 3.
- 4.
5. ☐ Additional names on page _____ of document

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

A tract of land in Section 29, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lot 1 of the Skala Short Plat, recorded in Book 'T' of Short Plats, Page 109, Skamania County Records.

☐ Complete legal description is on page _____ of document

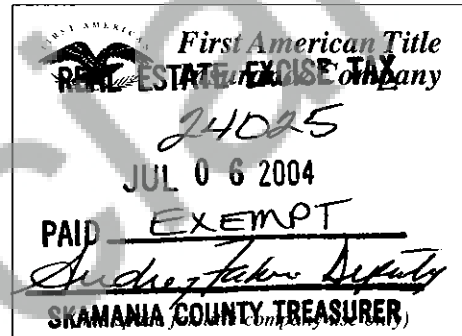
Assessor's Property Tax Parcel / Account Number(s): 02-07-29-0-0-0201-00

Gary H. Martin, Skamania County Assessor

Date 6-7-04 Parcel # 2-7-29-201

WA-1

NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.



REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 6th day of ~~June~~^{July}, 2004 between CITY OF NORTH BONNEVILLE, a Washington Municipal Corporation, hereinafter called the "Seller" and LIFE-KIND, LLC, a Washington Limited Liability Company, hereinafter called the "Purchaser".

WITNESSETH; That 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:

Lot 1 Of Skala Short Plat, Tax ID# 02-07-29-0-0-0-201-00 and more fully described in Exhibit "A" attached hereto and incorporated herein as if fully set forth.

The terms and conditions of this contract are as follows:

Price and Payment Terms

1. The purchase price is One Hundred Twenty Thousand and 00/100 Dollars (\$120,000.00), of which Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) earnest money deposit has been paid, the receipt whereof is hereby acknowledged, and the balance of said purchase price in the amount of One Hundred Seventeen Thousand Five Hundred and 00/100 Dollars (\$117,500.00) shall be paid as follows:

a. Purchaser shall pay an additional Twenty One Thousand Five Hundred Dollars (\$21,500.00) as a down payment at time of closing.

b. The remaining balance in the amount of Ninety Six Thousand Dollars (\$96,000) shall be paid in monthly installments of Five Hundred Sixty Dollars and 23/100 (\$560.23) or more on or before the first day of each succeeding calendar month for the duration of this contract beginning August 1, 2004 and continuing until paid in full. The amount of the final payment shall be the total of the principal and interest remaining unpaid plus any unpaid late charges, at the time of the final payment.

c. Purchaser's monthly payment of \$560.23 includes interest on the diminishing balance of the purchase price at the rate of 5.75% per cent per annum from the 1st day of July.

2004 which interest shall be computed on the outstanding diminishing principal balance commencing on the first full month following closing of the Agreement, interim interest to be adjusted in escrow.

2. Purchaser agrees to pay five percent (5%) of any payment (for example, \$28.00 for the regular monthly payment) as reasonable liquidated damages, and not as a penalty, in the event that any regularly scheduled payment is made after the due date but prior to the expiration of 10 days from the due date. Such amounts shall be added to the principal balance remaining unpaid.

3. All payments to be made hereunder shall be made to: PO Box 7, North Bonneville, WA 98639, or at such other place as the Seller may direct in writing.

4. As referred to in this contract, "Closing" shall be the date that the sale documents are recorded and escrow is prepared to disburse funds.

5. Seller may, at Seller's option, commencing five years from the date of execution of the Purchase and Sale Agreement dated February 19, 2004, demand payment of the entire balance of the purchase price remaining due.

Closing Costs

6. Purchaser's Closing Costs. Purchaser shall pay the following closing costs:

- a. One-half closing escrow charges;
- b. One-half collection escrow charges;
- c. Recording fee for this contract;

7. Seller's Closing Costs. Seller shall pay the following closing costs:

- d. One-half closing escrow charges;
- e. One-half collection escrow charges;
- f. Charge for standard policy of Title Insurance;
- g. Excise taxes for this sale (if applicable).

Pro-Rated Items

8. The following shall be pro-rated as of the date of closing:

- a. Real Property Taxes
- b. Insurance, interest, mortgage insurance, water and other utilities constituting liens, if applicable.

9. The Purchaser assumes and agrees to pay before delinquency all taxes and assessments, including but not limited to any governmental improvement assessments or charges that may as between grantor and grantee hereafter become a lien on said real estate. Upon request by Seller, Purchaser will show proof of said payments.

Inspection

10. The Purchaser agrees that full inspection of said real estate has been made and that neither the Seller nor their assigns shall be held to any covenant respecting the condition of any improvements thereon. Seller shall not be held to any covenant regarding the permitted and/or conditional uses that may exist in the future for this property. Purchaser understands and agrees that Seller's acceptance of Purchaser's offer to purchase is independent of any determinations that may be made pursuant to the process for adding conditional uses to the City's Code and that Purchaser is assuming any and all risks associated with Purchaser's intended uses for the property and conformance with all applicable zoning and planning regulations for the City of North Bonneville. The Purchaser or Seller or the assigns of either shall not 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 and made a part of this contract or contained in the Purchase and Sale Agreement dated February 19, 2004.

Purchaser is acquiring the property "as is" and Seller makes no representations or warranties except as to title as set forth herein. Without limiting the generality of the foregoing, Purchaser acknowledges that they have made their own independent investigation respecting the property and will be relying entirely thereon and on the advice of any consultant they may retain. Purchaser may not rely upon any representation of any party whether or not such party purports to act on behalf of Seller, unless the representation is expressly set forth therein or in a subsequent document executed by Seller. All representations, warranties, understandings and agreements between Purchaser and Seller are merged herein and shall not survive closing.

Taking

11. The Purchaser assumes all risk hereafter placed on said real estate or of the taking of said real estate or any part thereof for public use by a third party and agrees that any such taking shall not constitute a failure of consideration. In case any part of said real estate is taken for public use by a third party, 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 agrees, in writing, 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. Seller represents and warrants that Seller has no knowledge, and has not received any notice from any government agency, of a threat of condemnation of the real estate.

Insurance

12. The Purchaser agrees to keep any improvements and future improvements on the property insured against loss or damage by fire, windstorm, and all other casualties covered by "all risk" or extended coverage endorsements available in the State of Washington in an amount equal to the full replacement value of the improvements, on the initial and renewal policy dates, with a company reasonably acceptable to the Seller and with loss payable first to Seller as their interest may appear (with Seller named as additional insured), and to pay all premiums for such insurance with instructions to deliver copies of all policies and renewals thereof to the Seller. All such policies shall provide that they cannot be amended or canceled without ten (10) days written notice to Seller.

Title Insurance

13. The Seller has delivered, or agrees to deliver within fifteen (15) days of the date of closing a purchasers/owners policy of title insurance in standard form, or a commitment therefor, issued by Skamania Title Co., insuring the Purchaser to the full amount of said purchase price against loss or damage by reason of defect in Seller title to said real estate as of the date of closing and containing no exceptions other than the following:

- a. Printed general exceptions appearing in said policy form;
- b. 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.

Extinguishment of Drainage Easement

14. Prior to or concurrent with the execution of this Agreement, Seller has executed and recorded a deed and all other legal documents required to extinguish the "Easement for Drainage" thirty feet (30) in width, as disclosed by short plat described in Book T of Short Plats Page 109, Records of Skamania County, State of Washington, and as set forth as Special Exception 3 in the Preliminary Commitment for Title Insurance issued by Skamania County Title Company on February 24, 2004 (File No. 26611). In exchange for Seller's extinguishment of the Easement for Drainage, Purchaser will manage all storm water in accordance with all applicable laws and regulations, and Purchaser shall manage all water seepage and surface water flow entering the property from the adjacent Corps.of Engineers land situated to the South in accordance with all applicable laws and regulations.

Deed

15. 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 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 exceptions noted in Paragraph 13 hereof.

Seller Covenants

16. The Seller has deposited with Skamania County Title Co., Washington, a Warranty Deed in Fulfillment of this real estate contract and agrees that upon full payment of the purchase price and interest in the manner herein before specified that said deed can be delivered to the Purchaser; that said Warranty Deed excepts any part of the property which may hereafter be condemned and is free and clear of all encumbrances, except those the Purchaser has agreed to assume and any that may accrue hereafter through any person, or persons, other than the Seller.

Possession

17. Purchaser shall be entitled to possession of said real estate upon closing. The Purchaser agrees to keep any improvements on said real estate in good repair, not to permit waste and not to use, or permit the use of, the real estate for any illegal purpose. The Purchaser agrees 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.

Use of Premises

18. Purchaser agrees not to permit any unlawful, offensive or improper use of the premises or any part thereof.

Assignment

19. The rights hereby granted are personal to the Purchaser and Seller's reliance upon Purchaser's ability and integrity is a part of the consideration for this contract. Neither this contract nor any interest therein, nor the possession of the property, may be assigned or transferred by Purchaser, nor shall Purchaser make or enter into any contract for the sale of the property or any interest therein, nor shall Purchaser in any way encumber the property or allow any liens to attach to the property without the prior written consent of Seller.

Default

20. In case the Purchaser fails to make any payment herein provided, the Seller may make such payment (but shall have no obligation to do so), and any amounts so paid by Seller, together with interest at the rate of 12% per annum thereon from date of payment until repaid, shall be repayable by Purchaser on demand, all without prejudice to any other right the Seller might have by reason of such default.

21. Time and the covenants of Purchaser are of the essence of this contract. In the event payment is not made within ten (10) days of the due date it shall constitute a default hereunder. It is agreed that in case the Purchaser shall fail make payment after the ten-day grace period or to comply with or perform any condition or agreement hereof (other than payment) required hereunder within twenty days of Seller's written notice to Purchaser setting forth the nature of the default in the manner herein required, the Seller may at his option exercise any of the following alternative remedies: a) Keep the earnest money as liquidated damages as Seller's sole and exclusive remedy available to Seller for such failure, b) bring suit against Buyer for Seller's actual damages, c) bring suit to specifically enforce this agreement and recover any incidental damages, or d) pursue any other rights or remedies available at law or equity.

The waiver of Seller to elect to pursue any of the above remedies at any time upon a breach of any of the terms of this contract by the Purchaser shall be deemed only an indulgence by the Seller with regard to that particular breach and shall not be construed, in any manner whatsoever, to be a waiver of any right of Seller to pursue any of the above remedies for the same or a different breach at a subsequent time; election of the Seller to utilize any particular remedy to enforce a breach of this contract shall not preclude Seller from electing to use an alternate remedy to enforce a subsequent breach. The remedies stated herein are cumulative and not mutually exclusive. Any delay or failure of Seller to take action upon default shall not be construed as a waiver of said default. If Seller is required to institute legal action to enforce any of the remedies indicated, Purchaser shall be liable to pay Seller's costs and reasonable attorneys' fees incurred in such proceeding and any appeal thereof.

Purchaser's Remedies

22. In the event Seller should default in any of Seller's obligations under this contract and such default continues for fifteen (15) days after the Purchaser gives the Seller written notice specifying the nature thereof and the acts required to cure the same, the Purchaser shall have the right to specifically enforce this contract, institute suit for Purchaser's damages caused by such default, or pursue any other remedy which may be available to Purchaser at law or in equity.

Notice

23. No notice shall be required for default of any payment required under this Contract, but as to any other default Seller shall provide Purchaser thirty (30) days written notice and opportunity to cure specifying the nature of the default. Any notice, declaration, demand, consent or communication to be given by any party to this contract to any other party shall be in writing and transmitted to the other party by either personally delivering the notice or by certified or registered mail, return receipt requested, addressed as follows:

To: Seller
Mayor John Kirk
City of North Bonneville
P.O. Box 7
North Bonneville, WA. 98639

To: Purchaser
Life-Kind LLC
Attn: John Crumpacker
P.O. Box 100
Underwood, WA 98651

Either party may change its address by giving written notice to the other party in the manner provided above, provided that in no event shall Seller be required to send any notice to more than two (2) addresses. The mailing and registering or certifying of any such notice as herein provided shall be sufficient service thereof. Service shall be complete two (2) days after such notice is registered or certified and placed in the United States mail as shown by the cancellation stamp or postage meter stamp, as the case may be.

Costs and Attorneys' Fees

24. If either party shall be in default under this contract, the nondefaulting party shall have the right, at the defaulting party's expense, to retain an attorney to make any demand, enforce any remedy, or otherwise protect or enforce its rights under this contract. The defaulting party hereby promises to pay all costs and expenses so incurred by the nondefaulting party, including, without limitation, court costs, notice expenses, title search expenses, and reasonable attorneys' fees (with or without arbitration or litigation). In the event either party hereto institutes any action to enforce the provisions of this contract, the prevailing party in such action shall be entitled to reimbursement by the losing party for its court costs and reasonable attorneys' fees, including such costs and fees as are incurred on appeal. All reimbursements required by this paragraph shall be due and payable on demand, may be offset against any sum owed to the party so liable in order of maturity, and shall bear interest at the default rate from the date of demand to and including the date of collection or the due date of any sum against which the same is offset.

Succession

25. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

Governing Law

26. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington.

Use of Pronouns

27. Unless the context requires otherwise, references to the singular shall include the plural and references to the plural shall include the singular. Unless some other meaning or intent is

apparent from the context, masculine, feminine and neuter pronouns are used interchangeably herein.

Entire Agreement

28. This Agreement supersedes any prior agreement and contains the entire agreement of the parties as to the matter covered. No other agreement, statement or promise made by any party or to any employee or agent of any party shall be binding unless made in writing and signed by both parties to this Agreement.

Seller's Consent

29. Whenever in this Contract Seller's consent is required, unless otherwise specifically stated herein, such consent shall not be unreasonable withheld or delayed, subject to the limitations set forth in Section 10 of this Agreement.

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

SELLER:

CITY OF NORTH BONNEVILLE
a Washington Municipal Corporation

PURCHASER:

LIFE KIND, LLC
a Washington limited liability company

By: Gorge Crest, LLC, its Manager


**JOHN KIRK, Mayor for the City of North
Bonneville**


JOHN CRUMPACKER, Member



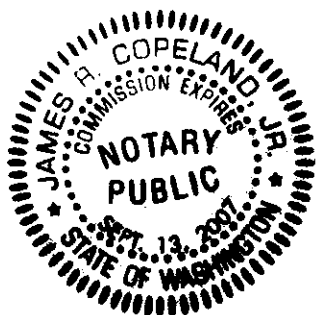
STATE OF WASHINGTON)

) ss

County of Skamania)

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

Dated this 25 day of June, 2004.



[Signature]
Notary Public in and for the State of WA
Residing at: Stevenson
Commission expires 9-13-07

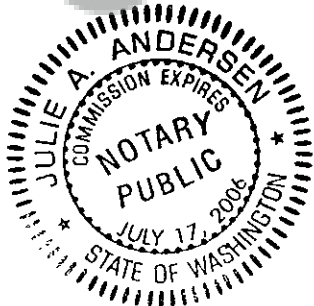
STATE OF WASHINGTON)

) ss

County of Skamania)

I certify that I know or have satisfactory evidence that JOHN CRUMPACKER 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 a member of Gorge Crest, LLC which is the MANAGER of LIFE-KIND, LLC, A Washington Limited Liability Company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 2nd day of July, 2004.



[Signature]
Notary Public in and for the State of Washington
Residing at: Carson
Commission expires 7-17-2006

STATE OF WASHINGTON, }

County of SK

SS.

ACKNOWLEDGMENT - Individual

On this day personally appeared before me _____

_____ to me known

to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that _____
signed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 19____.

Notary Public in and for the State of Washington,
residing at _____

My appointment expires _____

STATE OF WASHINGTON, }

County of Skamania

SS.

ACKNOWLEDGMENT - Corporate

On this 25 day of June, 2007, before me, the undersigned, a Notary Public in and for the State of
Washington, duly commissioned and sworn, personally appeared Mary Hanson

and _____

_____ to me known to be the

President and Secretary, respectively, of The City of North
_____ the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary
act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that she
authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.



Notary Public in and for the State of Washington,
residing at Steverson

My appointment expires _____

9-13-07

WA-46A (11/96)

This jurat is page _____ of _____ and is attached to _____ dated _____.