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Filed by: ANNALA CAREY BAKER & THOMPSON
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of SKAMANIA COUNTY
SKAMANIA COUNTY AUDITOR
J MICHAEL GARVISON
Fee: \$38.00

After Recording Mail to:
Annala, Carey, Baker, Thompson & VanKoten, P.C.
Attorneys at Law
P.O. Box 325, Hood River, OR 97031

Document Title: **REAL ESTATE CONTRACT**

Reference Number(s) of Documents Assigned or Released:

Grantor/Seller: F 2 W, L.L.C., which took title as F2W, LLC

REAL ESTATE EXCISE TAX

Grantee/Buyer: JME 10-4, LLC

26546
DEC 20 2006

Legal Description:

PAID 1152.⁰⁰+335.⁰⁰+5.⁰⁰=1382.⁰⁰

Audrey H. Martin
SKAMANIA COUNTY TREASURER

That portion of the Southeast quarter of Section 4, Township 2 North, Range 6 East, W.M., Skamania County, Washington, described as follows: Commencing at an existing half-inch iron pipe which bears North 46° 31' 58" West 1,937.53 feet from the Southeast corner of said Section as based on BPA's McNary-Ross line's meridian; thence West 70.38 feet to the true point of beginning; thence North 6° 03' 45" East 77.45 feet; thence North 10° 11' 55" West 56.42 feet; thence South 81° 02' 58" West 129.39 feet; thence South 112.41 feet; thence East 129.62 feet to the true point of beginning. Containing 0.38 acre, more or less.

Gary H. Martin, Skamania County Assessor

Date 12/19/06 ⁶⁵ Parcel # 2-6-4-4-300
Assessor's Property Tax Parcel / Account Numbers(s):

⁶⁵
02-06-04-4-0-0300-00

REAL ESTATE CONTRACT

1. PARTIES AND DATE: This Contract is entered into on December 5, 2006, by and between **F 2 W, L.L.C.**, a Washington limited liability company, which took title as **F2W, LLC**, referred to herein as "Seller," and **JME 10-4, LLC**, an Oregon limited liability company, referred to herein as "Buyer."

2. SALE AND LEGAL DESCRIPTION: Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the following described real estate in Skamania County, State of Washington:

That portion of the Southeast quarter of Section 4, Township 2 North, Range 6 East of the Willamette Meridian, in Skamania County, Washington, described as follows:

Commencing at an existing half-inch iron pipe which bears North 46° 31' 58" West 1,937.53 feet from the Southeast corner of said Section as based on BPA's McNary-Ross line's meridian; thence West 70.38 feet to the true point of beginning; thence North 6° 03' 45" East 77.45 feet; thence North 10° 11' 55" West 56.42 feet; thence South 81° 02' 58" West 129.39 feet; thence South 112.41 feet; thence East 129.62 feet to the true point of beginning. Containing 0.38 acre, more or less.

TOGETHER WITH a nonexclusive Easement from Crown Zellerbach Corporation for an access road, dated November 19, 1954, recorded under Skamania County Auditor's File No. 48089.

TOGETHER WITH an Easement from Crown Zellerbach Corporation for a microwave beam path, dated November 19, 1954, recorded under Skamania County Auditor's File No. 48088.

TOGETHER WITH an Easement from Crown Zellerbach Corporation for power and communication line, dated November 19, 1954, recorded under Skamania County Auditor's File No. 48087.

TOGETHER WITH an Easement from William J. Wineberg, dated October 20, 1954, recorded under Skamania County Auditor's File No. 47901, for beam path easement.

SUBJECT TO AND TOGETHER WITH a nonexclusive access easement over existing roads; ALSO TOGETHER WITH AND SUBJECT TO easements, restrictions, and reservations of record.

Being the same property described in that certain Quitclaim Deed dated December 15, 1983, by Pacific Northwest Bell to AT&T Communications of the Pacific Northwest, Inc., recorded January 10, 1984, in Book 83, at page 56, Records of Skamania County, Washington

3. PERSONAL PROPERTY: There is no personal property included in this sale and no part of the purchase price is attributed to personal property.

4. PRICE AND PAYMENT: The purchase price of the real property (which constitutes the true and actual consideration paid), which Buyer agrees to pay, shall be the sum of **NINETY THOUSAND DOLLARS (\$90,000.00)**, payable as follows:

a. The sum of **ONE THOUSAND DOLLARS (\$1,000.00)**, which has previously been paid as earnest money.

b. The sum of **TWENTY-NINE THOUSAND DOLLARS (\$29,000.00)**, which is paid upon the execution hereof.

c. The remaining balance of **SIXTY THOUSAND DOLLARS (\$60,000.00)** shall be paid in monthly installments of **ONE THOUSAND TWO HUNDRED SIXTEEN DOLLARS FIFTY-NINE CENTS (\$1,216.59)**, including interest at the rate of eight percent (8%) per annum on the unpaid balances, from and after the 5th day of December, 2006, the first of such installments to be paid on the 5th day of January, 2007, and subsequent installments to be paid on or before the 5th day of each and every month thereafter until the entire purchase price, including both principal and interest, is paid in full.

d. All payments shall be applied first to interest and then to principal. Payments shall be made to Seller at Post Office Box 1139, Castle Rock, Washington 98611, or such other place as the Seller may hereafter indicate in writing.

5. PREPAYMENT: Buyer shall have the privilege of increasing any installment payment or prepaying the whole consideration at any time; provided that no additional payments shall be credited as regular future payments nor excuse Buyer from making the regular installment payments provided for in this agreement.

6. TAXES, ASSESSMENTS, UTILITY CHARGES AND LIENS: All real property taxes levied against the above described property for the 2006 tax year have been paid by Seller and shall not be prorated between Seller and Buyer. Buyer agrees to pay, by the date due, all taxes and assessments becoming a lien against the property after the date of this Contract. Buyer further agrees to pay all public, municipal and statutory liens which may be hereafter lawfully imposed upon the premises. Buyer may, in good faith, contest any such taxes or assessments so long as no

forfeiture or sale of the property is threatened as the result of such contest. Buyer agrees to pay, when due, any utility charges which may become liens superior to Seller's interest under this Contract. All prepaid rents as of the date of this contract shall be retained by Seller. Seller shall be responsible for and pay the excise tax generated from this sale.

7. NONPAYMENT OF TAXES, ASSESSMENTS, UTILITIES AND LIENS: If Buyer fails to pay taxes, assessments, or utility charges constituting liens, or any other liens which are prior to Seller's interest under this Contract, Seller may pay such items and Buyer shall forthwith pay Seller the amount thereof plus a late charge of five percent (5%) of the amount thereof, plus any costs and attorney's fees incurred in connection with making such payments.

8. RISK OF LOSS: Buyer shall bear the risk of loss for destruction or condemnation of the property. Any such loss shall not relieve Buyer from any of Buyer's obligations pursuant to this Contract.

9. POSSESSION: Buyer is entitled to possession of the property from and after the 5th day of December, 2006.

10. WASTE: Buyer shall keep the property in good repair and not commit or suffer any waste or willful damage to or destruction of the property. Seller agrees that Buyer shall be allowed to make improvements to the property, provided that such improvements do not diminish the value of the property. Buyer shall not incur any indebtedness of any kind or nature for alterations, repairs, improvements, or otherwise, which might form the basis for the filing of any mechanic's or other liens or encumbrances against said property, and nothing in this agreement shall authorize, in any manner, the incurring of any obligations of any kind, which may constitute a charge, lien, or encumbrance against said property or any part thereof.

11. COVENANTS OF TITLE: Seller covenants that seller is the owner of the above described property free of all encumbrances except as set forth herein.

12. FULFILLMENT DEED: Upon payment of all amounts due Seller, Seller agrees to deliver to Buyer a Statutory Warranty Deed in fulfillment of this Contract. The covenants of warranty in said deed shall not apply to defects in title arising subsequent to the date of this Contract by, through, or under persons other than the Seller herein.

13. REPRESENTATIONS AND CONDITION OF PROPERTY: Buyer certifies that this contract of purchase is accepted and executed on the basis of Buyer's own examination and personal knowledge of the premises and opinion of the value thereof; that no attempt has been made to influence Buyer's judgment; that no representations as to the condition or repair of said premises have been made by seller or by any agent of seller; that no agreement or promise to alter, repair, or improve said premises has been made by seller or by any agent of seller; and that Buyer takes said property and the improvements thereon in the condition existing at the time of this agreement, "AS

IS." Buyer accepts the property in its present condition and acknowledges that Seller, and seller's agents and subagents have made no representation or warranty concerning the physical condition of the property or the uses to which it may be put other than as set forth herein. Buyer agrees to maintain the property in such condition as complies with all applicable laws.

14. DEFAULT: If the Buyer fails to observe or perform any term, covenant, or condition of this Contract, time of payment and performance being of the essence, Seller may:

- a. Suit for Installments:** Sue for any delinquent periodic payment; or
- b. Specific Performance:** Sue for specific performance of any of Buyer's obligations pursuant to this Contract; or
- c. Forfeit Buyer's Interest:** Forfeit this Contract pursuant to Ch. 61.30, RCW, as it is presently enacted and may hereafter be amended. The effect of such forfeiture includes: (1) All right, title and interest in the property of the Buyer and all persons claiming through the Buyer shall be terminated; (2) The Buyer's rights under the contract shall be cancelled; (3) All sums previously paid under the contract shall belong to and be retained by the Seller or other person to whom paid and entitled thereto; (4) All improvements made to and unharvested crops on the property shall belong to the Seller; and (5) Buyer shall be required to surrender possession of the property, improvements, and unharvested crops to the Seller ten days after the forfeiture.
- d. Acceleration of Balance Due.** Give Buyer written notice demanding payment of said delinquencies and payment of a late charge of five percent (5%) of the amount of such delinquent payments and payment of Seller's reasonable attorney's fees and costs incurred for services in preparing and sending such Notice and stating that if payment pursuant to said Notice is not received within thirty (30) days after the date said Notice is either deposited in the mail addressed to the Buyer or personally delivered to the Buyer, the entire balance owing, including interest, will become immediately due and payable. Seller may thereupon institute suit for payment of such balance, interest, late charge, and reasonable attorney's fees and costs.
- e. Judicial Foreclosure.** Sue to foreclose this contract as a mortgage, in which event Buyer may be liable for a deficiency.

15. BUYER'S REMEDY FOR SELLER'S DEFAULT: If Seller fails to observe or perform any term, covenant, or condition of this Contract, Buyer may, after thirty (30) days' written notice to Seller, institute suit for damages or specific performance unless the breaches designated in said notice are cured.

16. NON-WAIVER: Failure of either party to insist upon strict performance of the other party's obligations hereunder shall not be construed as a waiver of strict performance thereafter of all of the other party's obligations hereunder and shall not prejudice any remedies as provided herein.

17. ATTORNEY'S FEES AND COSTS: In the event of any breach of this Contract, the party responsible for the breach agrees to pay reasonable attorney's fees and costs, including costs of service of notices and title searches, incurred by the other party. The prevailing party in any suit instituted arising out of this Contract and in any forfeiture proceedings arising out of this contract shall be entitled to receive reasonable attorney's fees and costs incurred in such suit or proceedings, including attorney's fees and costs on appeal.

18. NOTICES: Notices shall be either personally served or shall be sent certified mail, return receipt requested, and by regular first class mail to Buyer at 1620 Orchard Road, Hood River, Oregon 97031, and to Seller at Post Office Box 1139, Castle Rock, Washington 98611, or such other addresses as either party may specify, in writing, to the other party. Notices shall be deemed given when served or mailed.

19. TIME FOR PERFORMANCE: Time is of the essence in performance of any obligations pursuant to this Contract.

20. ATTORNEY FOR SELLER: Buyer has been informed and hereby acknowledges that the firm of Annala, Carey, Baker & Thompson, P.C. is attorney for the seller and is not in any manner representing the interest of Buyer or giving legal advice to Buyer in connection with this contract of sale.

21. ASSIGNMENT BY BUYER: Prior to full payment of this contract, any assignment by Buyer of this agreement, or of any or all of Buyer's rights hereunder, or sale of any of the herein conveyed real property by land sale contract or otherwise, shall be inoperative and void, unless seller shall assent thereto in writing, and such assent shall not be unreasonably withheld. Seller agrees that Buyer may assign Buyer's interest in this contract to another purchaser, provided that Seller's approval of the other purchaser is obtained, in writing, prior to such assignment, and further provided that the terms and payoff requirements shall remain the same.

22. SUCCESSORS AND ASSIGNS: Subject to any restrictions against assignment, the provisions of this Contract shall be binding on the heirs, successors, and assigns of the Seller and the Buyer.

23. SINGULAR/PLURAL: In construing this Contract and where the context so requires, the singular includes the plural.

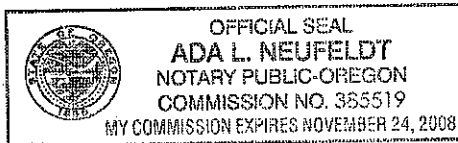
24. ENTIRE AGREEMENT: This Contract constitutes the entire agreement of the

parties and supercedes all prior agreements and understandings, written or oral. This contract may be amended only in writing executed by Seller and Buyer.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate as of the day and year first above written.

SELLER:

F 2 W, L.L.C., a Washington Limited Liability Company, which took title as **F2W, LLC**,



By

Dan L. Fiest, General Manager
Dan L. Fiest, Manager

BUYER:

JME 10-4, LLC, an Oregon Limited Liability Company,

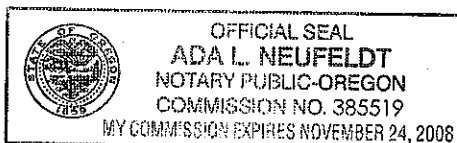
By

Jerry M. Ekker
Jerry M. Ekker, Member

STATE OF OREGON)
) ss.
County of Hood River)

On this day personally appeared before me, **DAN L. FIEST**, one of the Managers of **F 2 W, L.L.C.**, a Washington limited liability company, which took title as **F2W, LLC**, 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 as a Manager of said limited liability company, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal, this 5TH day of December, 2006.



Ada L. Neufeldt
Notary Public for Oregon
My Commission Expires: 11-24-08