

33301
SKAMANIA COUNTY
REAL ESTATE EXCISE TAX

WHEN RECORDED RETURN TO:

Brooks Road, LLC
P.O. Box 273
North Bonneville, WA 98639

JUN 18 2018

PAID 1733.90
a deputy
SKAMANIA COUNTY TREASURER

REAL ESTATE CONTRACT

Grantor(s): Brooks Road, LLC, a Washington limited liability company

Grantee(s): Luis Sanchez Rodriguez and Jessica Rosio Sandoval, husband and wife

Legal Description: Adjusted Lot 4 of Zeke Short Plat, AFN No. 2016000285, SW 1/4, Sec. 17, T3N, R8E W.M., Skamania County, WA

Assessor's Property Tax
Parcel or Account Number: 03081730120000

Cross References:

Skamania County Assessor
Date 6-18-18 Parcel# 3-8-17-3-1200

1. **Effective Date:** June 18, 2018.
2. **Seller:** Brooks Road, LLC, a Washington limited liability company.
3. **Purchaser:** Luis Sanchez Rodriguez and Jessica Rosio Sandoval, husband and wife.
4. **Property:**

Real Property. The Seller agrees to sell to the Purchaser, and the Purchaser agrees to purchase from the Seller, the following described real property, commonly known as 422 Brooks Road, Carson, WA situated in Skamania County, Washington described as follows:

REAL ESTATE CONTRACT - 1
(Brooks Road, LLC - C01)

Lot 4 of Zeke Short Plat, recorded in Auditor's File No. 2016000285 located in the Southwest Quarter of Section 17, Township 3 North, Range 8 East of the Willamette Meridian, Skamania County, Washington, as said Lot 4 was adjusted by that certain Quit Claim Deed – Boundary Line Adjustment dated October 17, 2017 recorded under Skamania County Auditor's File No. 2017002178.

(hereinafter the "Property").

5. **Purchase Price.** The purchase price of the Property is \$113,000.00, payable as follows:

A. **Down Payment.** \$13,000.00 payable on the closing date.

B. **Principal Balance.** The principal balance of \$100,000.00, and interest on the declining balance thereof at the rate of eight percent (8%) per annum from June 18, 2018, in equal monthly installments of \$ 734.00, or more at Purchaser's option, commencing on June 18, 2018, and continuing on the same day of each and every month thereafter until the entire principal balance and accrued interest are paid in full. Payments are to be received by Seller before 4:30 PM on the date due.

C. **Interest.** Interest shall be first deducted from each installment payment and the balance applied in reduction of principal. Interest shall be calculated and deducted on a per day basis, using a 365 day year, from date of payment of last installment to date of payment of current installment.

D. Notwithstanding the foregoing, each payment shall be first applied against any costs, expenses and late charges for which Purchaser is then liable hereunder, secondly against interest, and thirdly against the principal.

E. All payments shall be made at the place designated by Seller.

F. Notwithstanding the foregoing, the entire principal balance, any unpaid late charges and accrued interest of this contract shall be paid in full on or before June 18, 2048.

6. **Late Charge.** In the event that any payment is received by the Seller more than ten (10) days after the due date, there shall be due a late charge of ten percent (10%) of the delinquent payment. The late charge will be computed monthly on all sums which are delinquent.

7. **Retention of Title, Security and Deed.** Upon payment of all amounts due Seller and when Purchaser has fully performed this contract, Seller shall execute and deliver to Purchaser a Statutory Warranty Deed in fulfillment of this contract. The covenants of warranty in said deed shall not apply to any encumbrances assumed by Purchaser or to defects in title arising subsequent to the date of this contract by, through, or under persons other than Seller herein. Purchaser's rights to the Property shall be subject to all applicable terms and conditions of this contract. Rights reserved in federal patents or state deeds, building

or use restrictions consistent with current zoning, utility easements, other easements and restrictions of record, and reserved oil and mineral rights shall not be considered encumbrances, defects, liens or restrictions of or on Seller's title or inconsistent with the covenants of warranty.

8. **Closing Date.** The closing date shall be the 18th day of June, 2018, or such other date as the parties may mutually agree upon with reference to the day when all appropriate instruments and documents are ready for recording and proceeds of this sale are available for disbursement to Seller. Each party shall cause the necessary instruments and documents to be delivered and exchanged sufficiently in advance of the closing date to facilitate an orderly closing.

9. **Possession and Inspection.** Purchaser shall be entitled to possession of the Property from and after the date of this contract.

10. **Assessments, Taxes and Insurance Premiums.** Purchaser shall pay before delinquency all taxes, assessments, utility charges, insurance premiums and any charges levied and assessed that may become liens prior to Seller's interest under this contract. Upon failure of Purchaser to pay any such charges or assessments, Seller may, at its option, declare a forfeiture of this contract or pay and discharge any such charge or assessment, and any amount so paid shall be added to and be secured in the same manner as the unpaid purchase price, bear interest at the rate of twelve percent (12%) per annum, and be due immediately from Purchaser to Seller.

11. **Insurance.** Purchaser agrees to keep all buildings now or hereafter erected on the Property continuously insured under fire and extended coverage policies in an amount not less than the balances owed on obligations assumed by Purchaser plus the balance due Seller or full insurable value, whichever is lower. Purchaser shall annually send a copy of the Declarations page of the policy(ies) to Seller at the address of Seller indicated herein. All policies shall have loss payable first to Seller and then to Purchaser. Purchaser may within 30 days after loss, negotiate a contract to substantially restore the premises to their condition before the loss. If the insurance proceeds are sufficient to pay the contract price for restoration or if the Purchaser deposits in escrow any deficiency with instructions to apply the funds on the restoration contract, the Property shall be restored unless any other encumbrances provide otherwise. Otherwise, the amount collected under any insurance policy shall be applied upon any amounts due hereunder in such order as the Seller shall determine. In the event of forfeiture, all rights of Purchaser in insurance policies then in force shall pass to Seller.

12. **Acceptance of Premises.** The Purchaser agrees that a full inspection of the Property has been made. Purchaser hereby accepts the Property in its present condition and AS IS and Purchaser confirms that

neither the Seller nor any agent or representative of the Seller has given or made any warranty or representation whatsoever concerning the physical condition thereof or the uses or purposes to which the same may now or hereafter be placed, or the location of the boundary lines. Purchaser agrees that:

A. The acreage is uncertain. Seller has not had the Property surveyed for this sale as to accuracies or discrepancies in boundaries or set back requirements or regulations. Seller will not participate in a survey of the Property.

B. Seller makes no warranties of habitability, or warranties as to the fitness of the Property for any particular use whatsoever.

C. Seller makes no representations or warranties as to status or compliance of water, sewage disposal, soil or subterranean stability or structure, building stability or structure, utilities, or the presence or absence of hazardous or toxic substances or waste, including but not limited to asbestos and urea-formaldehyde.

D. Mold Disclosure. Purchaser is advised that Molds may be present in the Property. Purchaser assumes all risk and responsibility regarding any Molds in or on the Property. See Exhibit "A" hereto - MOLD DISCLOSURE.

13. **Risk of Loss.** The Purchaser shall bear the risk of loss for the complete or partial destruction or condemnation of the Property after the date of this contract. No loss, damage or destruction of all or part of the Property shall constitute a failure of consideration or a basis for the rescission of this contract or relieve the Purchaser from their obligation to observe and perform all of the terms, covenants and conditions hereof. Each of the parties hereto releases the other from all liability for damage caused by any act or neglect of the other party, its agents, servants and employees, to any property which is the result of fire or other casualty covered by insurance carried at the time of such casualty; provided, however, the releases herein contained shall not apply to loss or damage resulting from the willful or premeditated acts of either of the parties hereto, their agents, servants or employees; and provided further, nothing in this paragraph shall be interpreted or have the effect of relieving or modifying any obligation of any insurance company, and to the extent any such obligation is so relieved or impaired, this provision shall be ineffective.

14. **Condemnation.** If the Property or any part shall be taken and condemned, such taking shall not be a ground for rescission of this contract. The award made for the taking shall be deemed to be the property of Purchaser, but shall be paid to Seller to apply upon the purchase price, not exceeding any amounts then unpaid hereunder. Seller, Purchaser or both may appear and defend or prosecute in any condemnation proceedings.

15. **Maintenance and Inspection.** The Purchaser shall keep and maintain the Property in good repair, and shall not commit or suffer to be committed any waste or other willful damage to or destruction of the Property or any portion thereof. Until this contract is fully performed by Purchaser Seller shall have the right, upon reasonable notice to Purchaser, to inspect the Property for assurance that the Property is being maintained and waste and damage have not occurred.

16. **General Advancements by Seller.** In case the Purchaser fails to make any payment to others as herein provided, the Seller may make such payment, and any amounts so paid by the Seller, together with interest at the rate of twelve percent (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 may have by reason of such default.

17. **Purchaser's default.** Time is of the essence of this contract. The Purchaser shall be in default under this contract if Purchaser (a) fails to observe or perform any term, covenant or condition herein set forth or those of any prior encumbrances, or (b) fails or neglects to make any payment of principal or interest or any other amount required to be discharged by the Purchaser precisely when obligated to do so, or (c) becomes or is declared insolvent or makes an assignment for the benefit of creditors, or files any debtor's petition or any reorganization or similar act, or (d) permits the Property or any part thereof or its interests therein to be attached or in any manner restrained or impounded by process of any court, or (e) abandons the Property for more than thirty (30) consecutive days (unless the Property is otherwise occupied), or (f) conveys the Property or a portion thereof without any prior written consent required herein of the Seller.

18. **Seller's Remedies.** In the event the Purchaser is in default under this contract, the Seller may, at Seller's election, take any or all of the following courses of action:

A. **Suit for Delinquencies.** The Seller may institute suit for any overdue installment amounts or other sums due and payable under this contract and for any sums which have been advanced by Seller and repayable by Purchaser pursuant to the provisions of this contract, together with interest on all of said amounts at the rate of twelve percent (12%) per annum from the date each such amount was advanced or due, as the case may be, to and including the date of collection. The promise to pay intermediate installments is independent of the promise to make a deed. The election by the Seller to proceed under this paragraph 18.A. shall not bar the right to proceed under any other section of paragraph 18.

B. **Forfeiture and Repossession.** The Seller may forfeit this contract pursuant to Chapter 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 Purchaser and all persons claiming through the Purchaser shall be terminated; (2) the Purchaser's rights under the contract shall be canceled; (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; and (4) all improvements made to and unharvested crops on the Property shall belong to the Seller. Purchaser shall be required to surrender possession of the Property, improvements, and unharvested crops ten (10) days after the forfeiture.

C. Acceleration of Balance Due. Give Purchaser written Notice demanding payment of delinquencies and late charges and payment of Seller's reasonable attorney 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 deposited in the mail or personally delivered to the Purchaser, 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.

C. Specific Performance. The Seller may institute suit to specifically enforce any of the Purchaser's obligations hereunder, and the same may include redress by mandatory or prohibitive injunction.

D. Judicial Foreclosure. The Seller may institute suit to judicially foreclose this contract as a mortgage, in which event Purchaser may be liable for deficiency.

E. Further Enforcement. The Seller may enforce this contract under any other method allowed by law.

F. Cumulative Remedies. The remedies stated herein are cumulative and not mutually exclusive and the Seller may pursue any other or further remedies to enforce this contract.

19. **Receiver.** If Seller has instituted any proceedings specified in paragraph 19. and Purchaser is receiving rental or other income from the Property, Purchaser agrees that the appointment of a receiver for the Property is necessary to protect Seller's interest.

20. **Purchaser's Remedy for Seller's Default.** If Seller fails to observe or perform any term, covenant or condition of this contract, Purchaser may, after 20 days written notice to Seller, institute suit for damages or specific performance unless the breaches designated in said notice are cured.

21. **Waivers.** No waiver of any rights of either party under this contract shall be effective unless specifically evidenced in a written agreement executed by the waiving party. Any forbearance, including, without limitation, a party's acceptance of any payment after the due date or any extension thereof, shall not be considered a waiver of such party's right to pursue any remedy hereunder for any other existing or

subsequent defaults of the same or a different nature or for breach of any other term, covenant or condition hereof.

22. **Due on Sale.** If Purchaser, without written consent of Seller, (a) conveys, (b) sells, (c) leases, (d) assigns, (e) contracts to convey, sell, lease or assign, (f) grants an option to buy the Property, (g) permits a forfeiture or foreclosure or trustee or sheriff's sale of any of the Purchaser's interest in the Property or this contract, Seller may at any time thereafter either raise the interest rate on the balance of the purchase price or declare the entire balance of the purchase price due and payable. If one or more of the entities comprising the Purchaser is a corporation, any transfer or successive transfers in the nature of items (a) through (g) above of 49% or more of the outstanding capital stock shall enable Seller to take the above action. A lease of less than three (3) years (including options for renewals), a transfer to a spouse or child of Purchaser, a transfer incident to a marriage dissolution or condemnation, and a transfer by inheritance will not enable Seller to take any action pursuant to this paragraph; provided the transferee other than a condemnor agrees in writing that the provisions of this paragraph apply to any subsequent transaction involving the Property entered into by the transferee.

23. **Construction on Property.** No construction or erection of any residence or structure shall be commenced on the Property unless and until all necessary permits and approvals, as required by all governmental agencies with jurisdiction over the Property, have been issued. Once construction commences, unless waived in writing by Seller, exterior construction and improvements (especially exterior cleanliness) shall be completed within eight (8) months of commencement of construction. "Commencement of construction" for purposes of this paragraph, shall mean the commencement of clearing and/or grading of the construction site.

24. **Hazardous Waste.** Seller has no knowledge of any hazardous waste being on the Property. The Purchaser will not create a nuisance or commit waste on the premises. Purchaser represents and warrants to Seller that hazardous substances will not be generated, stored or disposed of on the premises nor will the same be transported to or over the premises. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time. And it shall be interpreted to include, but not be limited to, any substance which after release into the environment and upon exposure, ingestion, inhalation or assimilation, either directly from the environment or indirectly by ingestion through food chains or

otherwise, will or may reasonably be anticipated to cause sickness, death, disease, behavior abnormalities, cancer or genetic abnormalities. Purchaser will hold Seller harmless from and indemnify Seller against and from any damage, loss, expenses or liability resulting from any breach of this representation and warranty including all attorneys fees and costs incurred as a result thereof.

25. Sewage Treatment and Disposal Permit Application. Any sewage treatment and disposal permit application(s) with respect to the Property shall remain in the name of the Seller until a permit is actually issued, and Purchaser completes construction and installation of the system(s) and completes payment therefore. The purpose of this paragraph is so that Seller can do all that is necessary to ensure that any such permit applications do not expire. Any costs incurred by Seller for renewals of such application(s) shall be paid to Seller by Purchaser at such time as the permit is actually issued, and if not so paid, said costs may be added to the principal of this contract.

26. Attorneys Fees and Costs. If a party places this Agreement in the hands of an attorney to terminate or enforce any of the obligations and provisions of this Agreement, with or without suit, action, or arbitration, and/or if suit, action, arbitration, appeals and/or bankruptcy proceedings, is/are brought to terminate or enforce any of the obligations and provisions of this Agreement, whether or not the matter proceeds to final judgment or decree, the party in default and/or the non-prevailing party agrees to pay the non-defaulting or prevailing party's costs, disbursements, expenses and fees incurred and allowed by law, as well as attorney fees, title search costs, and expert witness fees incurred in investigating and pursuing rights prior to institution of the action or other proceeding; and costs and expenses incurred and billed with such attorneys' fees (whether or not specifically allowed by statute), and in each and every trial, appellate, bankruptcy or arbitration court or tribunal.

27. Notices. Any notices required or permitted by law or under this contract shall be in writing and shall be sent by first class certified or registered mail, return receipt requested, with postage prepaid, to the parties' addresses set forth herein. All notices which are so addressed and paid for shall be deemed effective three (3) business days following the deposit thereof in the U.S. mail, irrespective of actual receipt of such notice by the addressee.

28. Successors. Subject to the restrictions contained in this contract, the rights and obligations of the Seller and the Purchaser shall inure to the benefit of and be binding upon their respective estates, heirs, executors, administrators, successors, successors in trust and assigns.

29. Entire Agreement. This contract contains the entire agreement of the parties hereto and, except for any agreements or warranties otherwise stated in writing to survive the execution and delivery of this

contract, supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. Neither the Seller nor the Purchaser shall be liable to the other for any representations made by any person concerning the Property or regarding the terms of the contract, except to the extent that the same are expressed in this instrument. This contract may be amended only by written instrument executed by the Seller and the Purchaser subsequent to the date hereof.

30. **Survival.** All terms of this Agreement, which are not waived or satisfied prior to closing, shall survive the closing and delivery of the deed. These terms shall include, but not be limited to, representations and warranties, attorney fees and costs, and disclaimers.

31. **Applicable Law and Venue.** This contract shall be governed by and construed in accordance with the laws of the state of Washington and in the event of any litigation arising out of this contract, the parties hereto stipulate and agree that the venue of any such action shall be laid in Clark County, Washington.

32. **Disclosure of Representation.** It is understood that this contract has been prepared by the law firm of Nicholson Legal Services, PLLC for the benefit of the Seller, and that the Purchaser has been informed of that fact, and has been afforded an opportunity to receive counsel with respect to this contract from Purchaser's own attorneys, accountants or other professional advisors.

Seller's Address: Brooks Road, LLC, Attn: Douglas McKenzie
P.O. Box 273
North Bonneville, WA 98639

Purchaser's Address: Luis Sanchez Rodriguez and Jessica Rosio Sandoval
422 Brooks Road
Carson, WA 98610

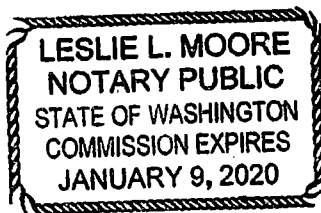
IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

Luis Sanchez Rodriguez
Luis Sanchez Rodriguez, Purchaser
Jessica Sandoval
Jessica Rosio Sandoval, Purchaser
Brooks Rd LLC
Brooks Road, LLC, Seller
By: [Signature]
Douglas P. McKenzie, Member

COUNTY OF SKAMANIA)

On this 18th day of June, 2018, before me personally appeared Luis Sanchez Rodriguez, 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.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and first above written.



Leslie L. Moore
[signature]

Leslie L. Moore
[printed name]

Notary Public in and for the State of Washington; residing at

Carson
My appointment expires: 1-9-2020

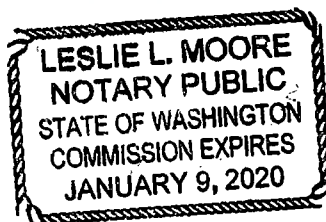
STATE OF WASHINGTON)

:SS

COUNTY OF SKAMANIA)

On this 18th day of June, 2018, before me personally appeared Jessica Rosio Sandoval, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and first above written.



Leslie L. Moore
[signature]

Leslie L. Moore
[printed name]

Notary Public in and for the State of Washington; residing at

Carson
My appointment expires: 1-9-2020

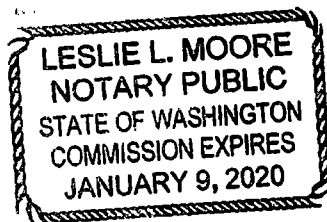
STATE OF WASHINGTON)

:SS

COUNTY OF SKAMANIA)

On this day 18 day of June, 2018, before me personally appeared Douglas P. McKenzie, to me known to be a member or other authorized officer or agent, of Brooks Road, LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and first above written.



Leslie L. Moore
[signature]

Leslie L. Moore
[printed name]

Notary Public in and for the State of Washington; residing at
Carson

My appointment expires: 1-9-2020

EXHIBIT "A"

Brooks Road, LLC to Rodriguez and Sandoval,

MOLD DISCLOSURE

1. Seller and Purchaser are advised that Molds may be present in the property. Seller acknowledges it is their responsibility to disclose any information they know about Molds at the property, and conditions that could lead to the presence of Molds.

2. The parties understand and acknowledge that Molds are generally understood to be living organisms that feed on organic material. They are apparently a natural part of outdoor and indoor air. However, when Molds germinate and grow, they can produce spores. Recently, concern has risen in various parts of the country that elevated levels of Mold spores in indoor living or working environments may increase the risk of adverse health effects, particularly respiratory problems.

One kind of Mold, commonly referred to as "black mold" is generally considered the most likely to be harmful. This Mold is believed to require a lot of moisture to grow, so finding it indoors indicates significant moisture accumulation. It can apparently grow on material with high fiber and low nitrogen content, such as paper (including wallpaper and the paper covering gypsum wallboard), wood, carpet and insulation. Apparently Mold growth once started will continue until the presence of significant moisture accumulation is stopped.

3. Seller acknowledges that Seller has the sole responsibility for disclosing to Purchaser in writing any knowledge Seller has regarding the presence of Molds or conditions that could lead to the presence of Molds at the property.

4. Purchaser acknowledges that Purchaser is solely responsible for determining whether to undertake any professional evaluation or inspection to determine the presence, effect of, and recommended course of treatment or actual treatment for any known, disclosed or potential Molds at the property.

5. In addition, the parties are advised that, in general some steps can be followed to reduce the amount of mold in a property or prevent it from growing, including

- ☐ Dry water-damaged areas and items within 24-48 hours to prevent mold growth.
- ☐ Fix leaky plumbing or other sources of water.
- ☐ Wash mold off hard surfaces with detergent and water, and dry completely.
- ☐ Absorbent materials (such as ceiling tiles and carpet) that become moldy may have to be replaced.
- ☐ Reduce indoor humidity (to 30%-60%) to decrease mold growth by: venting bathrooms, dryers and other moisture-generating sources to the outside; using air conditioners and de-humidifiers; increasing ventilation, using exhaust fans whenever cooking, dishwashing and cleaning.
- ☐ Indoor plants are another source of moisture that can raise humidity and contribute to mold growth.

The above is intended as general advice and not as a substitute for professional advice. More information can be obtained from the Environmental Protection Agency, including its publication "A Brief Guide to Mold, Moisture, and Your Home" that may be obtained via the internet at www.epa.gov/iaq/molds/index