

ASSIGNMENT OF REAL ESTATE CONTRACT AND DEED

850016005

For value received, WEST-LAND ENTERPRISES, INC., a Washington corporation, hereby assigns, transfers and sets over to LESLIE H. BOYCE, Assignee, all right, title, and interest of the undersigned as Purchaser under that certain contract for sale of real property, a copy of which is attached hereto and incorporated herein, entered into on November 10, 1976, between DAVID B. LATIMER, as Seller, and the undersigned as Purchaser; for the sale and purchase of the real property therein described, situated in the County of Chelan, State of Washington; and

WEST-LAND ENTERPRISES, INC., hereby assigns, quit claims, and conveys to LESLIE H. BOYCE all of its right, title, and interest which it now owns and/or which it hereinafter acquires, in the following described real property situated in Chelan County, Washington:

The Southeast quarter of Section 18, Township 23 North, Range 18 East of the Willamette Meridian.

The Assignee by acceptance hereof assumes and agrees to pay all installments remaining due under the Contract of Sale and to perform all other covenants to be kept and performed by Purchaser.

EXECUTED at Wenatchee, Washington on September 13<sup>th</sup>, 1982.

REAL ESTATE EXCISE TAX  
EXEMPT

Chelan County Treasurer  
Robert H. May

By SS  
Deputy

40252

ASSIGNEE/GRANTEE:

Leslie H. Boyce  
LESLIE H. BOYCE

ASSIGNOR/GRANTOR:

WEST-LAND ENTERPRISES, INC.

By Leslie H. Boyce  
LESLIE H. BOYCE, President

By Delos Z. Boyce  
DELOS Z. BOYCE, Vice-President

By Alma Z. Boyce  
ALMA Z. BOYCE, Secretary/Treasurer

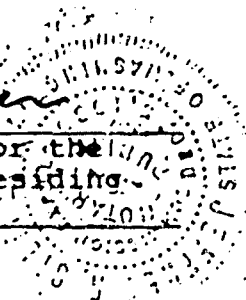
BOOK 800 PAGE 001

STATE OF WASHINGTON )  
 ) ss.  
County of Chelan )

On this day personally appeared before me LESLIE H. BOYCE, to me known to be the individual described herein and who executed the within and foregoing instrument as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and seal this 13<sup>th</sup> day of September, 1982.

Jeffrey R. Stephen  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at East Wenatchee

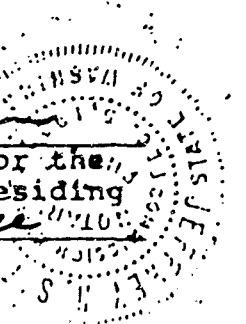


STATE OF WASHINGTON )  
 ) ss.  
County of Chelan )

On this day personally appeared before me LESLIE H. BOYCE, to me known to be the President of WEST-LAND ENTERPRISES, INC., and who executed the foregoing instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 13<sup>th</sup> day of September, 1982.

Jeffrey R. Stephen  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at East Wenatchee

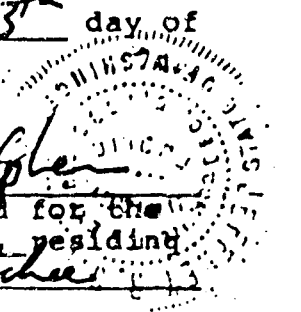


STATE OF WASHINGTON )  
 ) ss.  
County of Chelan )

On this day personally appeared before me DELOS Z. BOYCE, to me known to be the Vice-President of WEST-LAND ENTERPRISES, INC., and who executed the foregoing instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 13<sup>th</sup> day of September, 1982.

Jeffrey R. Stephen  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at East Wenatchee



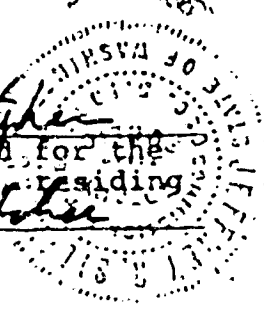
BOOK 800 PAGE 002

STATE OF WASHINGTON )  
 ) ss.  
County of Chelan )

On this day, personally appeared before me ALMA Z. BOYCE, to me known to be the Secretary/Treasurer of WEST-LAND ENTERPRISES, INC., and who executed the foregoing instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 13<sup>th</sup> day of September, 1982.

*Jeffrey R. Stehler*  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at East Wenatchee



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18-23-18

MR

FILE 11/50  
FILED FOR RECORD  
Buy D. Jardine  
NOV 19 11 59  
Contract  
BOOK 735 PAGE 1079-28

No claim  
Wendell

23137  
REAL ESTATE DEED TAX  
PAID \$ 600.00  
Chelan County Treasurer  
Robert H. Lutz  
County

REAL ESTATE CONTRACT

761627

This Real Estate Contract is executed this 10th day of November, 1976, by and between DAVID L. LATIMER, as his separate estate, hereinafter referred to as SELLER, and WEST-LAND ENTERPRISES, INC., a Washington corporation, hereinafter referred to as BUYER.

W I T N E S S E T H:

WHEREAS, SELLER desires to sell the following legally described real property, and

WHEREAS, BUYER desires to buy the real property hereinafter legally described;

NOW, THEREFORE, for and in consideration of the mutual promises, provisions, agreements and covenants herein contained, and for other good and valuable consideration the receipt whereof is hereby acknowledged, SELLER and BUYER mutually certify and agree to the following terms:

1. PROPERTY SOLD: SELLER agrees to sell to BUYER and BUYER agrees to purchase from SELLER the following property situated in the County of Chelan, State of Washington:

- a. Real property described as follows:
  - The southeast quarter of Section 18, Township 23 North, Range 18 East of the Willamette Meridian, Chelan County, Washington, EXCEPT that portion thereof conveyed to State of Washington for highway purposes by deed recorded under Auditor's File No. 307116;
  - b. The water right to all of Camas Creek.
  - c. The water right to all of Kellys Draw.
  - d. A 60 foot easement for roadway and utility purposes across the west 60 feet of the north-east quarter of Section 15, Township 23 North, Range 18 East, lying south of the Sivett Pass Highway.

2. PURCHASE PRICE AND PAYMENT SCHEDULE: The total purchase price of Sixty Thousand Dollars (\$60,000.00) shall be paid as follows:

a. By BUYER paying SELLER Twelve Thousand Dollars (\$12,000.00) at the time this Sale and Purchase Agreement is executed, SELLER acknowledging receipt of the same by becoming a signatory to this contract;

b. By BUYER paying SELLER Forty-Eight Thousand Dollars (\$48,000.00) in annual installments of Six Thousand Five Hundred Dollars (\$6,500.00) each, including interest, beginning on November 10, 1977, and continuing yearly thereafter until the whole balance of the purchase price, both principal and interest, shall be fully paid. The unpaid balance of the purchase price shall at all times bear simple annual interest at six and one-half percent (6½%) per annum;

c. Permission is especially granted to BUYER to make larger payments at any time, or to pay the contract in full, and interest shall immediately cease on all payments so made.

3. ESCROW: DELIVERY OF INSTRUMENTS: To effectuate consummation of the real estate transaction contemplated herein, SELLER will cause to be delivered to BUYER a good and sufficient deed warranting and conveying title to the above described property, free and clear of all liens and encumbrances, except such liens and encumbrances that may have been assumed by BUYER, and except for reservations, restrictions and easements of record. To expedite that delivery, the SELLER agrees to deposit with an escrow agent, selected by the SELLER and acceptable to BUYER, said warranty deed with instructions to deliver the same to BUYER when the last payment required by this contract has been paid to SELLER. Further, SELLER agrees to deliver any and all other instruments necessary to effectively release and relinquish all other rights, title and interest in the property hereinbefore described.

4. DEED RELEASES: It is understood and agreed between the parties that BUYER will be entitled to receive deeds to segments of the property hereinbefore legally described upon the following terms and conditions:

a. Deed Release at Option of Buyer: BUYER, at its option, shall receive from SELLER a warranty deed or warranty deeds, from time to time, to any one or more portions or subdivisions of the premises subject to said contract upon the payment to SELLER at the time or times of delivery thereof of the sum or sums equal to Two Hundred Fifty Dollars (\$250.00) per acre, or a proportionate amount for less than one acre;

b. Application of Deed Release Payment: The sums provided for deed releases shall be applied to the reduction of the principal balance in the contract but shall not be applied to reduce any installment payment then due or to thereafter to become due, and the down payment provided for in said contract shall not apply to the deed release consideration, unless otherwise herein specifically stated;

c. Rights of Way: In no event shall SELLER be required to take any deed which would have the effect of rendering in impossible or impracticable to provide a road right of way of 60 feet in width from the closest County Road serving said premises to all portions of said premises not on said County Road and to which SELLERS would retain title as security for the then existing balance;

d. Delivery of Deed Release: SELLER shall not be required to furnish documentary stamps in any amount exceeding the amount of documentary stamps required on the fulfillment deed for the entire contract. All such deeds for portions of said premises shall be prepared and recorded at the expense of BUYER. SELLER shall deliver such deed or deeds to any law or title company having a regular office in the county wherein the property is located, at BUYER'S selection, in escrow, conditioned upon the payment of the agreed consideration therefor;

e. Default of BUYER: Its deed release shall be granted during any periods that BUYER shall be in default in the performance of any of the terms of this contract.

3. BUYER'S CUTTING OF TREES: BUYER is given the right to cut and sell timber located on the property, provided BUYER pays SELLER Thirty Dollars (\$30.00) for each one thousand (1,000) board feet so disposed of, and provided further that all timber removed from the premises is scaled at the Peabody area scale.

6. CULINARY WATER: BUYER agrees, until November 11, 1978, that SELLER shall be allowed to withdraw from Kellys Draw sufficient water for culinary purposes. After November 11, 1978, unless the period specified above is extended by BUYER in writing, SELLER agrees to dig his own well or to otherwise make provisions for his own water.

7. DATE OF POSSESSION: BUYER shall be entitled to physical possession of the property subject to this Real Estate Contract on November 11, 1976.

8. TAXES AND ASSESSMENTS: It is understood and agreed between the parties that taxes and assessments shall be prorated as of November 11, 1976. SELLER agrees to pay all transfer taxes and closing costs applicable to this transfer. BUYER agrees to pay before delinquency all taxes and assessments which may, as between BUYER and SELLER, hereafter become a lien on said real estate.

9. ASSUMPTION OF RISK: BUYER agrees to assume all hazards of damage to or destruction of any improvements now on said land and hereafter to be placed thereon, and BUYER agrees not to permit waste and agrees not to use the premises or any part thereof for any illegal purpose.

10. TITLE INSURANCE: SELLER has procured or agrees to procure within ten (10) days of when this Real Estate Contract is fully executed a Prudential's Policy of Title Insurance insuring BUYER to the full amount of the purchase price against loss or damage by reason of defect in the title of SELLER to the real estate herein described or by reason of prior liens not assumed by BUYER in this contract.

11. REPRESENTATIONS OF SELLER: SELLER represents, warrants and agrees as follows:

a. That there are one hundred and sixty (160) acres of land which are legally described in paragraph 1 hereof, less that portion of the land currently occupied by Camas Creek and the County road;

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b. That there are no actions, suits, proceedings or investigations pending, or to the knowledge of SELLER threatened against by or affecting the property herein sold to BUYER, at law or in equity or before any federal, state, municipal, or other governmental department, commission, board, agency or instrumentality, domestic or foreign. SELLER is not in default as far as this contract is concerned with respect to any agreement, order, injunction, or decree of any court or federal, state or municipal or other governmental department, commission, board, agency or instrumentality, domestic or foreign;

c. SELLER has in all material respects performed all obligations associated with the property herein sold to BUYER which he is legally required to perform as of the date this Real Estate Contract is executed, and he is not in default in any material respect under any agreement, lease or other document associated with said property;

d. SELLER has the right to sell the hereinbefore referenced property, which SELLER represents to be free of all liens, mortgages or other encumbrances, except the Real Estate Contract hereinbefore assumed, and except for easements, reservations and restrictions of record;

e. SELLER has a water right to all of the water in Casas Creek and Kellys Draw, and SELLER has not previously sold or conveyed the water rights.

12. INDEMNIFICATION OF BUYER: SELLER agrees to and shall indemnify BUYER, its successors or assigns, against any and all damages resulting from any breach of any representation, warranty or agreement set forth in this Real Estate Contract, or the untruth or inaccuracy thereof, including all debts, liabilities, actions or claims of any nature. This indemnity shall survive

the date this Real Estate Contract is executed. BUYER, its successors or assigns, shall notify SELLER of any such liability, asserted liability, breach of warranty, untruth or inaccuracy of representations or any claim thereof with reasonable promptness, and SELLER, or his legal representatives, shall have, at his election, the right to compromise or defend any such matter involving asserted liability of SELLER through counsel of SELLER'S own choosing.

13. BUYER'S DEFAULT: Time is of the essence of this agreement. If BUYER shall fail to comply with or perform any covenant or agreement hereof within thirty (30) days of receipt of written notification by SELLER, SELLER may elect to declare all of the BUYER'S rights hereunder terminated, and upon doing so all payments made by the BUYER hereunder and all improvements placed upon the property which has not been previously released by deed shall be forfeited to SELLER as liquidated damages, and SELLER shall have the right to re-enter and take possession of the property which has not been previously deeded to BUYER, or SELLER may declare all sums of money remaining unpaid to be immediately due and owing, and SELLER shall have the right to sue for and collect, and BUYER agrees to pay any amount due with interest. Service of all demands and notices with respect to such declaration or forfeiture and cancellation may be made by registered mail at the following address: Route 1, Box 12, Quincy, Washington 98949, or at such other address as BUYER shall indicate to SELLER in writing. If the SELLER, within six (6) months after such forfeiture shall commence an action to procure an adjudication of termination of the BUYER'S rights under this contract, the BUYER agrees to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

14. SELLER'S BREACH: Should SELLER breach this agreement or any representation or warranty hereinbefore specified and BUYER be damaged thereby, it is expressly agreed between the parties that BUYER, its successors or assigns, may, at BUYER'S

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option, deduct the amount that it is or will thereby be damaged (from the next ensuing annual payment due SELLER as specified in paragraph 3b above.

13. CONDEMNATION OR DESTRUCTION: In the event of the taking of any part of the property for public use, or of the destruction of any of the improvements on the property by fire or other casualty, all of the monies received by the SELLER by reason thereof shall be applied as a payment on account of the purchase price of the property, less any sum which the SELLER may be required to expend in procuring such money, or, at the election of the SELLER, to the rebuilding or restoration of the premises

14. MERGER OF PRIOR AGREEMENTS This Real Estate Contract contains the entire agreement between the parties hereto with respect to the purchase and sale or other transactions contemplated herein

15. ATTORNEY'S FEES AND RELATED COSTS: It is mutually understood and agreed that in the event it shall become necessary to retain attorneys to enforce any of the provisions, covenants or assumptions of this Real Estate Contract, the prevailing party shall be reimbursed its attorney's fees and court costs by the party found to be in default.

16. INVALID PROVISIONS AND INTERPRETATION: If any provision of the Real Estate Contract or any portion of such provision or the application thereof to any person or circumstance is held invalid, the remainder of this agreement and the remainder of such provision or the application thereof to other persons or circumstances shall not be affected thereby. The provisions of this agreement shall be construed and interpreted under the laws of the State of Washington with venue in Chelan County Superior Court.

19. COVENANTS BINDING ASSIGNS: This Real Estate Contract shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

20. PARAGRAPH HEADINGS. Paragraph headings of this Real

Estate Contract are inserted only for reference and are not part of the Real Estate Contract and do not in any way define, limit or describe the scope or intent of this Real Estate Contract, or affect its terms or provisions.

21. RIGHT OF FIRST REFUSAL: SELLER hereby grants to BUYER the first right of refusal if other property owned by the SELLER, which is contiguous to the property herein purchased, is offered for sale, the right of first refusal being applicable to the following legally described property:

The Northeast quarter of Section 18, Township 23 North, Range 18 East of the Willamette Meridian, Chelan County, Washington, EXCEPT that portion thereof conveyed to State of Washington for highway purposes by deed recorded under Auditor's File No. 507116; and EXCEPT for 6 1/2 acres previously sold.

BUYER hereby grants 45 days from the time it receives the sales price notice from the SELLER in which to pay SELLER the purchase price specified in the notice on the terms and conditions reflected therein. SELLER represents that the sales price and terms contained in said notice shall be the same as contained in the good faith offer from a bona fide purchase. SELLER will furnish BUYER with a policy of title insurance in the principal amount of the purchase price. The right of first refusal shall be binding upon heirs, executors, administrators and assigns of the respective parties hereto.

Should BUYER exercise this right of first refusal, at the time of closing, SELLER will convey a marketable indefeasible fee simple title to BUYER by a general warranty deed, including release of dower, if necessary, unless the affairs of SELLER are in the hands of a Trustee, Receiver, Executor, Administrator, Guardian, or other appointee of any court, in which event the conveyance shall be made of such type as is proper under the circumstances. At the closing, BUYER will pay the purchase price as set forth above, less any credits which the BUYER shall have against the SELLER on the premises at the time which shall be deducted from the purchase price.

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Estate Contract are inserted only for reference and are not part of the Real Estate Contract and do not in any way define, limit or describe the scope or intent of this Real Estate Contract, or affect its terms or provisions.

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

David B. Latimer WEST-LAND ENTERPRISES, INC.

by Leslie H. Boyce  
Leslie H. Boyce, President

by Delos Z. Boyce  
Delos Z. Boyce, Secretary

STATE OF WASHINGTON  
County of Chelan

On this 11th day of November, 1976, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DAVID B. LATIMER, known to me to be the individual described in and who executed the foregoing instrument as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Cheryl A. ...  
Notary Public in and for the State of Washington, residing at East Wenatchee.

STATE OF WASHINGTON )  
County of Chelan )

On this 11th day of November, 1976, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared LESLIE H. BOYCE and DELOS Z. BOYCE, known to me to be the President and Secretary of WEST-LAND ENTERPRISES, INC. and the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Cheryl A. ...  
Notary Public in and for the State of Washington, residing at East Wenatchee.

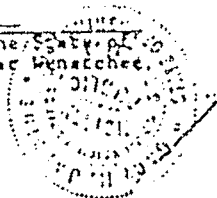
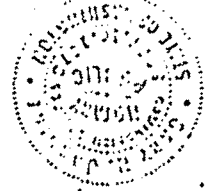
FEE 10.00  
FILED FOR RECORD

SEP 16 11 00 AM '82

BOOK 800 PAGE 008  
CHELAN COUNTY AUDITOR  
WENATCHEE, WASH.

*Jessie Foreman*

AS



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