

**Grant County Parcel Information****Parcel Information**

Parcel #: **021615000**  
 Site Address: 122 W Frontier Way  
 99321  
 Owner: Knight, Blaine & Kimberly A  
 303 Davidson Blvd N  
 Mattawa WA 99349  
 Twn/Range/Section: T: 14N R: 23E S: 23  
 Parcel Size: 0.00 Acres (0 SqFt)  
 Plat/Subdivision: Desert Aire Shopping Center  
 Plat #: DESE9700  
 Lot: 57  
 Block:  
 Census Tract/Block: 011402/1105  
 Neighborhood: 160100  
 Levy Code: 0008  
 Levy Rate: 11.9397409288  
 Levy Year: 2016  
 Last Sale (County): 05/21/13 \$295,000  
 Assessment Year: 2016  
 Assessed Land Value: \$27,000  
 Assessed Impr Value: \$198,830  
 Assessed Total Value: \$225,830  
 Market Total Value: \$225,830

**Tax Information**

Tax Year	Annual Tax
2016	\$2,706
2015	\$3,134
2014	\$3,684

**Account #: KNIG4100B****Legal**

LOTS 57 TO 61 DESERT AIRE SHOPPING CENTER

**Land**

Land Use: 58 - Trade - Eating & Drinking  
 School District: 73 - Wahluke

Zoning: RVC - Rural Village Commercial  
 Recreation:

**Improvement**

Year Built: 1991	# Fireplaces: 0	Building Type:
Bedrooms: 0	Heat:	Building Use: -
Bathrooms: 0.00	Basement Fin: 0 SqFt	Basement Unfin: 0 SqFt
Total Area: 3,200 SqFt	Garage: 0 SqFt	Total Room Ct: 0
Condition: Average	Carport: 0 SqFt	

**Transfer Information**

Rec. Date:	05/21/13	Sale Price:	\$320,000	Doc Num:	2013317322	Doc Type:	Grant Deed
Owner:	KNIGHT, BLAINE & KIMBERLY A			Grantor:	CURDY, JAMES R & LINDA M		
Orig. Loan Amt:	\$50,000			Title Co:	GRANT COUNTY TITLE		
Finance Type:		Loan Type:		Lender:	JAMES R & LINDA M		

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.

## **EXHIBIT**

**Lots 57, 58, 69, 60 and 61, Desert Aire Shopping Center, according to the plat thereof recorded in Volume 9 of Plats, Pages 61 and 62, records of Grant County, Washington, now included in Special Water Delivery Unit 39, Irrigation Block 26, Columbia Basin Project, according to the plat thereof filed November 25, 1981.**

**THIS LEGAL DESCRIPTON IS BASED UPON THE LAST RECORDED DEED**



Filed for Record at Request of and  
copy returned to: Adept Escrow Services  
E 107 Magnesium Rd  
Spokane, WA 99208

REAL ESTATE EXCISE TAX	
GRANT COUNTY	WASHINGTON
AMT.	\$5078.00
PEN	
PAID	MAY 21 2013
AFF	214483
BY	[Signature]
DARRYL PHEACANT, TREASURER	

## REAL ESTATE CONTRACT

1. **PARTIES.** THIS CONTRACT is made and entered into this 21<sup>st</sup> day of May, 2013, by and between **JAMES R. CURDY and LINDA M. CURDY, husband and wife**, (hereinafter referred to as "**SELLER**"), and **BLAINE KNIGHT and KIMBERLY A. KNIGHT, husband and wife**, (hereinafter referred to as "**PURCHASER**").

2. **SALE AND PURCHASE AGREEMENT.** The SELLER agrees to sell to the PURCHASER, and the PURCHASER agrees to purchase from the SELLER, the following described real property in Grant County, Washington.

3. **REAL ESTATE DESCRIPTION.** The real property sold and purchased hereunder is located in Grant County, Washington, and is described as follows:

**LOTS 57, 58, 59, 60 and 61, DESERT AIRE SHOPPING CENTER, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS, PAGES 61 AND 62, RECORDS OF GRANT COUNTY, WASHINGTON, NOW INCLUDED IN SPECIAL WATER DELIVERY UNIT 39, IRRIGATION BLOCK 26, COLUMBIA BASIN PROJECT, ACCORDING TO THE PLAT THEREOF FILED NOVEMBER 25, 1981.**

**TAX PARCEL NO. 02-1615-000.**

**INCLUDING the food and liquor inventory in the restaurant.**

**INCLUDING the equipment, furnishings, and fixtures in the restaurant as identified in Exhibit "A."**

**SUBJECT TO a real estate contract dated July 28, 2003 executed by Kirk K. Bardwell and Jacqueline Bardwell, husband and wife, as Sellers, and James R. Curdy and**

**LARSON FOWLES, PLLC**

Linda M. Curdy, husband and wife, as Purchasers. Recorded on July 30, 2003 under Auditor's File No. 1130295 records of Grant County, Washington, which contract the BUYER agrees to assume and pay and perform in accordance with the terms and conditions thereof and defend, indemnify and hold CURDYS harmless therefrom.

SUBJECT TO easements, reservations, restrictions, plat dedication, restrictive covenants of record or in apparent use and irrigation and power agreements or assessments, if any.

SUBJECT TO: This land is included within the South Columbia Basin Irrigation District and is subject to laws of the United States and the State of Washington relative to the Columbia Basin Project and is liable for further assessments, if any, levied by said District.

SUBJECT TO: Any security interest in any goods which are or may become fixtures located on said premises created or existing under provisions of the Uniform Commercial Code R.C.W. 62A.

SUBJECT TO: Liability for assessment of DESERT AIRE OWNERS ASSOCIATION, as disclosed by instrument recorded December 7, 1983 and November 5, 1999, under Auditor's File No. 751482 and 1056888.

SUBJECT TO: Easement for electric distribution lines, together with the necessary appurtenances, including the terms, covenants and provisions thereof, as granted by instrument recorded June 30, 1975, under Auditor's File No. 620167;  
To: PUBLIC UTILITY DISTRICT NO. TWO;  
Affects: The property herein described.

SUBJECT TO: Exceptions and reservations contained in Deed from the State of Washington, whereby the grantor excepts and reserves all oils, gases, coal, ores, minerals, fossils, etc., and the right of entry for operating, developing and working mines, etc., provided that no rights shall be exercised until provision has been made for full payment of all damages sustained by reason of such entry, by instrument recorded under Auditor's File No. 29603, 43319 and 51297.

SUBJECT TO: Agreement for permanent release of water allotment, recorded December 15, 1988, under Auditor's File No. 821595, between the South Columbia Basin Irrigation District and the Donaval Family Corporation.

SUBJECT TO: Any rights, interests, easements or claims which may exist by reason or reflected by recital contained on the face of said plat that reads as follows:



And in lieu of said dedication of roads I hereby reserve onto all future owners of Lots shown hereon (Lot 1 through Lot 93) a 1/93rd interest in that tract designated Tract "A" and that are embraced as Main Street and Frontier Way.

SUBJECT TO: Covenants, restrictions, conditions, and reservations contained in deed from Grant County Public Utility District No. Two;

Recorded: December 18, 1972, under Auditor's

File No.: 584604.

SUBJECT TO: Covenants, restrictions, conditions, and reservations contained in deed from Grant County Public Utility District No. Two;

Recorded: April 28, 1970, under Auditor's

File No.: 554835.

SUBJECT TO: Covenants, conditions and restrictions in declaration of restrictions, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN; disclosed by numerous instruments of record, the most recent;

Recorded: July 11, 2011, under Auditor's

File No.: 1288379, records of Grant County, Washington.

SUBJECT TO: Architectural Guidelines of Desert Aire Owners Association, disclosed by numerous instruments of record, the most recent recorded September 5, 2012, under Auditor's File No. 1305083.

SUBJECT TO: By-Laws Amendments and Resolution and Amendment of By-Laws and Trust Agreement of Desert Aire Owners Association, disclosed by numerous instruments of record, the most recent recorded September 5, 2012, under Auditor's File No. 1305082.

4. **PURCHASE PRICE AND PAYMENT.** The total purchase price is the sum of THREE HUNDRED TWENTY THOUSAND DOLLARS (\$320,000.00), which shall be paid as follows:

\$70,000.00 down at closing, including earnest money of \$5,000.00. The \$70,000.00 shall be disbursed from closing as follows:

\$12,000.00	to Kirk and Jacqueline Bardwell for accrued interest owed by CURDYS on the underlying real estate contract;
\$35,000.00	to Kirk and Jacqueline Bardwell to apply to principal on the underlying real estate contract between Bardwells and CURDYS so the principal balance of said contract shall be \$165,000.00;

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\$23,000.00 to CURDYS.

\$165,000.00 credit against the purchase price of this contract by the BUYERS' payment of the underlying debt to Bardwell as identified in the legal portion of this contract. This amount shall be paid over twelve (12) years with interest at seven per cent (7%) per annum in equal monthly payments of \$1,696.83, or more, including interest.

\$35,000.00 shall be paid by BUYER over twelve (12) years with interest at seven percent (7%) per annum in equal monthly payments of \$359.94, or more, including interest;

\$50,000.00 balance of the purchase price shall be paid as follows:

- a. Interest shall accrue from the date of closing at five percent (5%) per annum;
- b. No payments shall be required until June 1, 2025 (12 years and 1 month from the date of closing UNLESS BUYER sells the property or refinances then the entire \$50,000.00 plus interest shall be due and payable);
- c. At the end of 12 years, on or about May 1, 2025, principal and interest shall be added together and the total, approximately \$80,000.00, shall be amortized over five (5) years at five percent (5%) per annum and be paid in equal monthly payments of \$1,509.70 commencing on or about June 1, 2025.

5. **ALLOCATION OF PURCHASE PRICE.** The purchase price is to be allocated as follows:

<u>Item</u>	<u>Amount</u>
Inventory	\$ 6,000.00
Furnishings, Fixtures & Equipment	\$ 10,000.00
Goodwill	\$ 4,000.00
CNTC	\$ 15,000.00
Land	\$ 25,000.00
Building	<u>\$260,000.00</u>
<b>Total:</b>	<b>\$320,000.00</b>

6. **PLACE FOR PAYMENTS.** The payments to be made by PURCHASER under this Contract shall be mailed or delivered to ADEPT ESCROW SERVICES, INC., 107 E. Magnesium Road, Spokane, WA 99208.

7. **INTEREST COMPUTATION.** The unpaid diminishing principal balance of the contract shall draw interest at the rate of seven percent (7%) per annum from the date of

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closing. All taxes, costs, or expenses advanced by the SELLER shall draw interest at the contract interest rate from the date of payment until repaid to the SELLER. All payments shall be first credited to interest then due; and after full payment of interest, the balance shall be credited to Principal. Provided, however, the final payment of Fifty Thousand Dollars (\$50,000.00), which is not due for payments until May 1, 2025, shall bear interest at five percent (5%) per annum.

8. **PREPAYMENT RIGHTS.** The PURCHASER may prepay any portion of the money due under this Contract without penalty. Any prepayments made shall not apply toward the next installment payment due upon the Contract but shall be credited to the principal balance of the Contract.

9. **LATE PAYMENT CHARGE.** If any scheduled payment is not made within ten (10) days after the date it is due, PURCHASER agrees to pay a late charge of five percent (5%) of the delinquent amount due. Any late charge shall be in addition to all other remedies available to SELLER and the first amounts received from PURCHASER after any late charges are due shall be applied to the late charges.

10. **CLOSING DATE.** The closing date as the term is used in this contract shall mean May 3, 2013, and the closing shall be made by GRANT COUNTY TITLE COMPANY, 1211 W. Broadway Avenue, Moses Lake, WA 98837.

All documents necessary to carry out the terms of this Agreement, other than those documents specifically to be provided by any particular party, shall be prepared by the closing attorney.

11. **POSSESSION.** The PURCHASER shall be entitled to possession of the property on closing and throughout the term of this contract as long as PURCHASER complies with covenants herein.

12. **COSTS OF TRANSFER.** It is mutually agreed by and between the parties hereto that all of the cost and fees of this transfer shall be divided between the PURCHASER and SELLER as follows:

**The PURCHASER shall pay the following:**

1. Recording Fees
2. Sales/Use Tax

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3. Prorated Personal property Taxes
4. One-Half (1/2) of Escrow Closing Fees
5. One-Half (1/2) of fees for document preparation

**The SELLERS shall pay the following:**

1. Prorated Personal Property Taxes
2. One-Half (1/2) of Escrow Closing Fees
3. Real Estate Excise Tax
4. Title Insurance and UCC Filings
5. One-Half (1/2) of fees for document preparation

**Any cost not specifically mentioned herein shall be charged in accordance with the law or the usual and prevailing custom.**

**13. TAXES AND ASSESSMENTS.** The PURCHASER shall pay, before the same become delinquent, all taxes, assessments, power bills or other municipal charges, water charges that may hereafter become due and payable, delinquent, or which may be levied or assessed against said premises herein sold. Failure of PURCHASER to pay any of said charges shall be a ground for the forfeiture of this Contract.

**14. SECURITY INTEREST.** PURCHASERS hereby grant a purchase money security interest in the assets described on **Exhibit "A"** as security for the payment of the deferred portion of the purchase price. SELLERS shall file a UCC Financing Statement with the Washington State Department of Licensing.

**15. COVENANT NOT TO COMPETE.** SELLERS agree from and after the date of closing, they shall not own any restaurant business within a sixty (60) miles radius of Desert Aire, Washington, for a period of five (5) years from the date of this Contract. It is mutually agreed that because of the damages for the violation of this provision are difficult to measure, the liquidated damages the SELLER shall pay to the PURCHASER in the event of a violation hereof, shall be \$15,000.00, and the PURCHASER may also invoke relief by injunction.

**16. PURCHASER'S INSPECTION AND RELIANCE.** The PURCHASER agrees that they have made full inspection of said described premises and that neither the SELLER





nor their heirs shall be held to any covenant respecting the condition of said premises or improvements.

17. **SELLER'S INSPECTION.** SELLER shall have the right to enter into the business and the herein described premises at any reasonable time for the purpose of inspecting the PURCHASER'S operation to determine compliance with the provisions of this Agreement.

18. **HAZARDOUS SUBSTANCES.** SELLER covenants, represents, and warrants that they are not aware of and to the best of their knowledge there are no hazardous substances in, on or under the property and that the property is in compliance with all applicable federal, state and local laws and regulations and ordinances. The term "hazardous substances" as used herein means any "hazardous waste" as defined by law, as amended from time to time and regulations promulgated under applicable laws; any "hazardous substance" as defined by CERCLA, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9051 et. seq., the Washington Model Toxic Control Act and the Hazardous Waste Management Act under the State of Washington, as amended from time to time; any oil, petroleum products and their by-products; and any substance or waste that is or becomes regulated by any federal, state or local government authority. PURCHASER agrees to comply with all federal, state and local regulations regarding hazardous waste and toxic material disposal and agrees to defend, indemnify and hold SELLER harmless from any and all loss, damage or claims arising out of any violation of said regulations by PURCHASER. If PURCHASER or PURCHASER'S agents, employees, contractors or lessees dispose of any hazardous waste or toxic materials on the property or the premises, in violation of any federal, state or local regulations, then PURCHASER shall be solely responsible to pay for clean-up and removal of the hazardous waste and/or toxic material.

19. **MAINTENANCE.** The PURCHASER shall continuously keep and maintain the business premises and all of the improvements thereon and all improvements which may be hereafter placed thereon, together with all fixtures, equipment and other personal property sold under this contract, in as good a state of repair as they are upon the date of this contract or date of installation as to future improvements, reasonable wear and

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depreciation excepted. PURCHASER shall replace or repair worn out or obsolete portions of the improvements and personal property as necessary to keep them as a whole in good operation condition. All maintenance, repair and replacements shall be at the PURCHASER'S sole cost and expense and neither the SELLER nor the premises shall be liable therefor nor subject to attachment or lien as a result thereof.

20. **TITLE INSURANCE.** The SELLER shall obtain a standard PURCHASER'S form policy of title insurance in the amount of the purchase price of this contract showing title in the SELLER, and excepting matters excepted in the legal description portion of this contract. The Title Insurance Policy shall insure the PURCHASER to the full amount of the purchase price against loss or damage occasioned by reason of defect in, or encumbrance against, the SELLER'S title to the premises not assumed by the PURCHASER or as to which the conveyance hereunder is not to be subject.

21. **DISCLAIMER OF WARRANTIES.** THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE ASSETS BEING SOLD HEREUNDER and the SELLER shall in no way be deemed or held to be obligated, liable, or accountable upon or under any guarantees or warranties, express or implied, statutory, by operation of law, or otherwise, including, but not limited to, any implied warranty of merchantability or fitness, in any manner. **PROPERTY IS SOLD AS IS. SELLER DOES NOT EXPRESSLY NOR IMPLIEDLY WARRANT THE CONDITION OR QUALITY OF ANY PROPERTY SOLD HEREUNDER, AND, IN PARTICULAR, IT IS UNDERSTOOD THAT THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY NOR FITNESS FOR A PARTICULAR ARISING FROM THIS SALE.**

22. **CONDITIONAL SALE.** The transfer of full title to the property herein sold, including water rights, is conditional upon the full performance and payment of the PURCHASER. Title to all of the above described property and all rights sold under this contract, including water rights, shall remain continuously vested in SELLER at all times during the effective term of this contract, and shall not vest in PURCHASER until all sums payable to SELLER hereunder are fully paid and all terms, covenants and conditions of this contract are fully performed.



**23. EXECUTION OF ADDITIONAL DOCUMENTS.** It is acknowledged by the parties that certain documents must be obtained and executed to effect a full transfer of all of the rights of the SELLER to the PURCHASER as herein, provided, and each party agrees to execute any and all documents necessary to effectuate the transfer of said Contract rights.

**24. DEED.** Upon payment of the full purchase price mentioned herein, together with all interest, taxes, assessments, and all other charges, and when this contract in all other respects shall be fully and completely performed, SELLER agrees that it will deed said premises to PURCHASER by Fulfillment Warranty Deed, subject to all reservations, exceptions, easements and rights of way disclosed by public record or existing by prescription, and subject to any and all encumbrances suffered or imposed upon said premises by, through or under PURCHASER subsequent to the date of this contract.

**25. ESCROW OF DOCUMENTS.** The parties mutually covenant and agree that they will cause the documents related to this sale to be placed in escrow. A good and sufficient warranty fulfillment deed, together with this Contract and other appropriate documents, shall be placed with ADEPT ESCROW SERVICES, INC., which is hereby appointed as escrow agent hereunder. Said escrow agent is authorized to receive monies under the terms of this agreement and to issue the SELLER receipts thereof, and upon payment of total contract balance, interest and other charges, and when the terms of this agreement are fully complied with, to deliver said deed and instruments to the PURCHASER. In the event SELLER gives notice of forfeiture as in this agreement provided, and upon noncompliance with said notice by PURCHASER within the time therein required, all of the documents placed in this escrow shall be delivered to SELLER, or its order, forthwith, and the escrow closed. Each of the parties hereto agrees to pay one-half (1/2) of the escrow fees to be charged by the agent.

**26. INDEMNITY AND LIABILITY INSURANCE.** The PURCHASER agrees to defend, indemnify, and save harmless the SELLER against any liability or loss, direct or indirect, arising out of the PURCHASER'S use of the purchased premises, or any part thereof, during the term of this contract or any extension thereof, or the PURCHASER'S occupancy of the purchased premises and occasioned by the negligence of PURCHASER, their agents, invitees, employees, vendors or customers. PURCHASER, at their sole cost



and expense, agree to obtain and maintain in force during the term of this Contract, commercial liability insurance in responsible insurance companies to protect SELLER and Bardwells with respect to the obligations assumed in the preceding sentence, such insurance to be in the minimum amount of **One Million Dollars and 00/100 (\$1,000,000.00)**, for bodily injury or property damage. SELLER and Bardwells shall be named as additional party insured on such policy and PURCHASER shall furnish SELLER with a certificate evidencing that PURCHASER has obtained or provided for such policy.

**27. RISK OF LOSS.** From and after that date of closing, the PURCHASER assumes all hazards of damage to or destruction of any improvements now on said land or hereafter to be placed thereon, and all personal property under this Contract and of the taking of said premises or any part thereof for public use and no such damage, destruction or taking shall constitute a failure of consideration.

**28. PROPERTY INSURANCE.** On the closing date, and throughout the effective term of this agreement, PURCHASER shall continuously keep the building(s), and all additions thereto, insured against loss or damage by fire and all other casualties normally covered by special form coverage in an amount equal to the full replacement value thereof, on the initial and renewal policy dates, with loss payable endorsements first to Bardwells and then to the SELLER. PURCHASER also agrees to pay all premiums for such insurance when due, and to deliver copies or certificates of all policies and renewals thereof to SELLER. All such policies shall provide that they cannot be amended, changed, modified, or cancelled without ten (10) days' prior written notice to SELLER. The insurance required by this provision shall be procured and in effect on the closing date hereof.

**29. 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.

**30. DEFAULT AND REMEDIES. Alternative Remedies.** If PURCHASER fails to make any payment precisely when due or breaches any term or provision of this contract, SELLER may, at its option, exercise any of the following alternative remedies:



a. Suit for Delinquencies. SELLER may institute suit for any installments or other sums then due and payable under this agreement together with any sums advanced by SELLER for, and the amount of any delinquencies for, items such as water assessments, taxes, insurance, payments and underlying obligations and lienable items, together with interest thereon at the rate of twelve percent (12%) per annum from the date each such payment was advanced or due, as the case may be.

b. Acceleration. SELLER may declare the entire unpaid balance of the purchase price to be immediately due and payable and institute suit to collect such amounts, together with any sums advanced by the SELLER for, and the amount of any delinquencies for, items such as water assessments, taxes, insurance, payments on underlying obligations, lienable items and other expenses incurred to protect SELLER'S interest in the property, together with interest thereon at the rate of twelve percent (12%) per annum from the date of each such advance. Payment by PURCHASER of any judgment obtained by SELLER pursuant to this paragraph shall be conditioned precedent to the delivery of a deed to said property by SELLER or by the escrow agent, if any.

c. Forfeiture. SELLER may elect to declare a forfeiture of and cancellation of this contract and, upon such election being made, all rights of PURCHASER hereunder shall cease and terminate and SELLER shall be entitled to take possession of the property, by giving a Notice of Intent to Forfeit pursuant to RCW 61.30 as it is presently enacted or as may hereafter be amended, and said cancellation and forfeiture shall become effective if the default therein specified has not been fully cured within ninety (90) days thereafter and the SELLER records a Declaration of Forfeiture pursuant to RCW 61.30, and all payments made by PURCHASER hereunder shall be retained by SELLER in partial consideration for the PURCHASER'S use of the premises during the contract term and the SELLER shall retain all rights for damages, which the PURCHASER has caused or failed to perform. In addition, should SELLER commence a quiet title action in connection with such forfeiture or defend any claim in opposition to such forfeiture, SELLER shall be entitled to recover from PURCHASER all further costs and attorney's fees incurred



therein and in any appeal. At the end of said ninety (90) day period, SELLER may enter into the property and take possession thereof and PURCHASER shall, immediately surrender possession. If the contract is, within said ninety (90) day period, reinstated by the PURCHASER'S performance and cure of all defaults, PURCHASER shall pay reasonable attorney's fees for the costs of preparing the notice to SELLER, plus costs of title insurance, service, filing, and mailing. If a forfeiture is declared, all payments, which, but for the forfeiture, would have become due during the specified ninety (90) day period and all costs and expenses including, but not limited to, costs of title search and a reasonable attorney's fee, incurred by SELLER in connection with the default must be paid in addition to the sums set forth in the notice of forfeiture as a condition to reinstatement of the contract. Should PURCHASER pay SELLER an amount less than all sums required to reinstate the contract, SELLER'S acceptance of such sums shall not be deemed a waiver of any defaults or a reinstatement of the contract should PURCHASER remain in default in any respect on the expiration of the ninety (90) day period. In the event of a forfeiture of the contract by the PURCHASER, the PURCHASER shall be, and remain, fully liable to the SELLER for any damages or waste committed or allowed upon the premises and for any unpaid real estate taxes the PURCHASER failed to pay during his possession of the property.

d. Specific Performance. SELLER may institute suit to specifically enforce any of the PURCHASER'S covenants hereunder. The failure 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. PURCHASER'S covenants to pay the accelerated balance and/or any intermediate installments and/or any other payments made by SELLER



and repayable by PURCHASER in event of default are independent of the covenant to make a deed and every action is an action arising on a contract for the recovery of money only, as if the promise to pay had been expressed in a different instrument. 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 agrees to pay SELLER'S costs and reasonable attorney's fees incurred in such proceeding and any appeal thereof.

**31. UNIFORM COMMERCIAL CODE REMEDIES.** In addition to the foregoing remedies, as to the personal property herein sold, the SELLER shall be entitled to all rights and remedies contained in the Uniform Commercial Code of the State of Washington and all other remedies provided by law.

**32. ADDRESS OF NOTICES.** Notices, communications, or demands to be given by each party to the other pursuant to this Contract, shall be in writing and may be delivered or deposited in the United States Mail, postage prepaid, by certified or registered mail, return receipt requested, addressed to the party as follows:

TO SELLER: JAMES R. CURDY & LINDA M. CURDY  
P. O. Box 1537  
Mattawa, WA 99349

TO PURCHASER: BLAINE KNIGHT & KIMBERLY A. KNIGHT  
303 Davidson Boulevard  
Mattawa, WA 99349

Either party hereto may, from time to time, by written notice to the other, designate a different address, which shall be substituted for the one specified above. If any notice or other document shall be sent by certified mail as aforesaid, the same shall be deemed to have been effectively served or delivered at the expiration of forty-eight (48) hours following the deposit of said notice in the United States mail in the manner set forth above, and the postmark affixed by the United States Post office shall be conclusive evidence of the date of mailing.

**33. ATTORNEY FEES AND VENUE.** In any proceedings to forfeit this contract, collect any installments or charges payable hereunder or enforce any covenant or condition of this contract, the prevailing party shall be entitled to recover from the adverse party a



reasonable attorney's fee and all its costs and expenses (including reasonable attorney's fees and costs of appeal and of searching records) incurred incident to that proceeding. In addition thereto, the PURCHASER shall pay the SELLER the reasonable cost of preparing and serving notice of default. Venue of any Court proceedings shall lie in Grant County, Washington.

**34. SUCCESSORS.** 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.

**35. PROHIBITED TRANSFER OR SALE.** The rights hereby granted are personal to 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 said property, may be assigned, sold, conveyed, or transferred by PURCHASER, nor shall PURCHASER make or enter into any contract for the sale of said premises or any interest therein, without the written consent of SELLER first had and obtained. Any assignment consented to by SELLER shall not release PURCHASER from continuing primary liability for the payment and performance of this Contract. Any attempted assignment, sale, conveyance, or transfer by PURCHASER in violation of the foregoing provision may, at SELLER'S option, be deemed a default by PURCHASER, and SELLER may declare the remaining contract balance, accrued interest, and any other sums owing by PURCHASER to SELLER by virtue of this agreement immediately due and payable.

Consent will not be unreasonably withheld. PURCHASER may notify SELLER at the address herein given by registered or certified mail in writing of a proposed sale or assignment. If SELLER does not make written objection within twenty (20) days of mailing, such notice by registered mail or personal delivery, it will be deemed to have consented to such sale or assignment. The criteria to be applied in considering such consent is the financial record of a purchaser or assignee.

IN WITNESS WHEREOF, the parties hereto have jointly and severally executed this instrument the date set forth under their respective names.

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GRANT COUNTY TITLE





SELLER:

James R. Curdy  
JAMES R. CURDY

Linda M. Curdy  
LINDA M. CURDY

PURCHASER:

Blaine Knight  
BLAINE KNIGHT

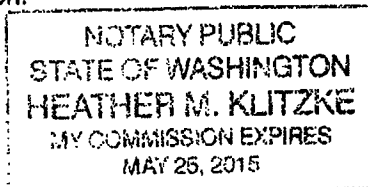
Kimberly A. Knight  
KIMBERLY A. KNIGHT

STATE OF WASHINGTON)

County of Grant ) : ss

On this 21<sup>st</sup> day of May, 2013, personally appeared before me JAMES R. CURDY, 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.

GIVEN UNDER my hand and official seal the day and year in this certificate first above written.



(Seal or Stamp)

Heather M. Klitzke  
Notary Public (Signature)  
Heather M. Klitzke  
(Print Name)

My appointment expires: May 25 2015

-15-

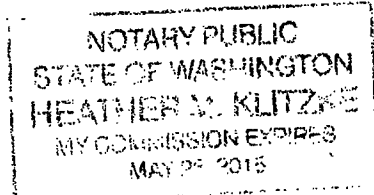


STATE OF WASHINGTON)

: ss  
County of Grant )

On this 21<sup>st</sup> day of May, 2013, personally appeared before me LINDA M. CURDY, 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.

GIVEN UNDER my hand and official seal the day and year in this certificate first above written.



Heather M. Klitzke  
Notary Public (Signature)  
Heather M. Klitzke  
(Print Name)

(Seal or Stamp)

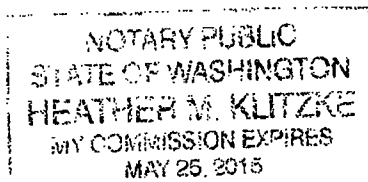
My appointment expires: May 25 2015

STATE OF WASHINGTON)

: ss  
County of Grant )

On this 21<sup>st</sup> day of May, 2013, personally appeared before me BLAINE KNIGHT, 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.

GIVEN UNDER my hand and official seal the day and year in this certificate first above written.



Heather M. Klitzke  
Notary Public (Signature)  
Heather M. Klitzke  
(Print Name)

(Seal or Stamp)

My appointment expires: May 25 2015



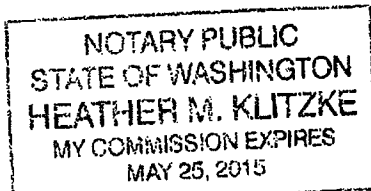
STATE OF WASHINGTON)

: ss

County of Grant )

On this 21<sup>st</sup> day of May, 2013, personally appeared before me KIMBERLY A. KNIGHT, 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.

GIVEN UNDER my hand and official seal the day and year in this certificate first above written.



(Seal or Stamp)

Heather M Klitzke  
Notary Public (Signature)  
Heather M. Klitzke  
(Print Name)

My appointment expires: May 25 2015

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GRANT COUNTY TITLE



# 2014 Personal Property/Mobile Home Advance Tax

Grant County Treasurer

correct to 5/31/13

PO Box 37

Ephrata, WA 98823

Requested: 5/2/2013

Requested by Heather Klitzke

Fax: 765-9036

Tax Code: 8

Last Listed:

Parcel 48-17777

Owner Sandtrap Restaurant & Lounge

Listing Penalty Rate 0.00%

Levy Rate 0.000000

State Levy 2.418318

Total -2.418318

Advance Tax:	Value	Tax
2014 HOH Exempt	7,345.00	
Regular	0.00	0.00
State Exempt	0.00	0.00
		0.00

Total Advance Tax

Current & Prior Years Taxes					
2013	0	0.00	0.00	0.00	14.61747700
2012	0	0.00	0.00	0.00	12.93417100
2011	0	0.00	0.00	0.00	12.35026000

0.00

Darryl Pheasant  
509-754-2011 x353

0.00 Total Owing

APPLICATION FROM PAYER CAN BE MADE FOR REFUND OF ALL OR PORTION OF LATE LISTING PENALTY AND/OR EXEMPTION REMOVAL IF REQUIRED LISTING IS TURNED IN TIMELY FROM PRIOR LEGAL OWNER INTO ASSESSOR'S OFFICE AFTER ADVANCE TAX IS PAID.



**Exhibit "A"**  
**Personal Property Description**

**Kitchen**

1 Walkin Freezer 4-shelf unit  
1 Walkin Cooler 6-shelf unit  
1 Phone system 4 handset  
1 Handtruck  
Silverware  
Flatware  
1 Coca-cola Bag/box system  
1 6-head soda dispenser w/ice bin  
1 Bar gun  
2 Busing Cart  
1 Microwave, Panasonic  
1 Microwave, Amana-Commercial  
1 Microwave, Daewoo  
1 Grill 36" Gas, US Range  
1 Grill 36" Electric, Star  
1 Deepfryer, Wells 2-bay electric  
1 Deepfryer, Dean 40 lb. Gas  
1 Passthru Infrared Heat Lamp 36"  
1 Charbroiler 18" Wells electric  
1 Stove, Kenmore 4 burner w/oven  
1 Convection Oven, Bakers Pride  
1 Smoker, Cook Shack  
1 Steam Table, Duke 4-bay  
1 Steam Table, 3-bay  
1 Dish Washer, Rykoff Sexton  
2 Liteline Steam Wells  
1 Chafing Dish w/lid  
1 Carving Block w/Heat Lamps  
1 Slicer, Berkel 827  
2 Toaster 4-Slice  
1 Nacho pot  
1 Soup warmer  
1 Mixer, Kitchen Aid w/accessories  
1 Ice Cream Case-Blue Bunny  
1 Milk Shake mixer 3-head  
1 Refridgerator, Manitowac  
1 Freezer upright, Fridgidaire  
1 Freezer upright, GE  
1 Sandwich Cart 48", True  
1 Sandwich Cart 36", Beverage-Aire  
1 Ice Machine, Ice-o-matic w/bin  
2 Scales  
1 Time Clock  
1 Metal Cabinet

**Office**

1 Compaq computer  
1 19" LCD Monitor  
1 HP 1120 Laserjet Printer  
1 HP 8560 All-in-one  
1 DVR 16ch w/8 dome & 3 IR cameras  
1 Desk  
1 File Cabinet, 4 drawer  
1 Safe, Fire Fyter  
1 Safe, Mosler

**Lounge & Private Room**

26 Chairs, Lounge roller  
12 Bar Stools  
7 Tables, 36" Sq  
3 Tables, 24" Rd  
1 Beer Cooler, 4 Tap Beverage Aire  
1 Beer Cooler, 3 Door Beverage Aire  
1 Kegerator, Single Superior  
1 Cash Register  
1 Calculator  
1 TV 24" Magnavox  
1 TV 47" Vizio LCD  
2 TV 31" GE  
1 Refridgerator, Woods  
1 Popcorn Machine  
1 Jeager Machine  
1 Margarita Blender  
1 Blender, Kitchen Aid  
Pitchers  
Glasses Assorted  
1 Pizza Oven  
1 Silverware Tray  
1 Condiment box  
1 Straw/napkin box  
1 Liquor Display shelf  
1 Glassware shelf  
1 Whiteboard  
1 LED lighted sign board

**Dining Room**

56 Chairs, Restaurant



Stainless steel inserts, assorted  
6 Busing tubs  
6 Dish Racks  
8 Trays various sizes  
Pots & Pans, assorted  
Fry Pans, assorted  
Plastic containers, assorted  
5 Pots, 5 Gallon  
2 Crock Pots  
8 4-shelf plastic  
4 5-shelf w/wood  
4 5-shelf SS racks  
1 Coat Rack  
1 Carving  
Pitchers  
4 Outdoor dining sets-5pc Sunbrella

7 Tables 36" Sq, Restaurant  
4 Tables 30x48, Restaurant  
2 Tables 48" Rd, Restaurant  
1 Table Corner Booth Large  
2 High Chairs, Wood  
3 Booster seats  
1 Register counter, custom  
1 Cash Register  
1 Calculator  
1 Cookie Oven  
1 Safe, Roll top  
Silverware Trays  
3 Booths, Single  
5 Booths, Double  
1 Booth Large  
2 Whiteboards

